

Form 1
Estate Agents Act 1980
Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE—PARTICULARS OF SALE

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

PROPERTY ADDRESS: Lot 7, 107 Wells Road Chelsea Heights 3196

The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.

The terms of this contract are contained in the:

- * Particulars of sale;
- * Special conditions, if any; and
- * General conditions

and in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period Sale of Land Act 1962

Section 31

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

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

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

EXCEPTIONS

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

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

IMPORTANT NOTICE TO PURCHASERS OF "OFF-THE PLAN" PROPERTIES

Section 9AA(1A) Sale of Land Act 1962

- (a) Subject to the limit set by subsection 9AA(1)(b) of the Sale of Land Act, the purchaser may negotiate with the vendor about the amount of deposit moneys payable under the contract.
- (b) A substantial period of time may elapse between the day on which the purchaser signs this contract for sale and the day on which the purchaser becomes the registered proprietor of the lot.
- (c) The value of the lot may change between the day on which the purchaser signs this contract for sale of this lot and the day on which the purchaser becomes the registered proprietor.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that prior to signing this contract, they have received a copy of the full terms of this contract.

The authority of a person signing—

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

on 22 / 06 / 2021



Signature of Purchaser

Signature of Purchaser

Craig Theodore

PRINT FULL NAME

PRINT FULL NAME

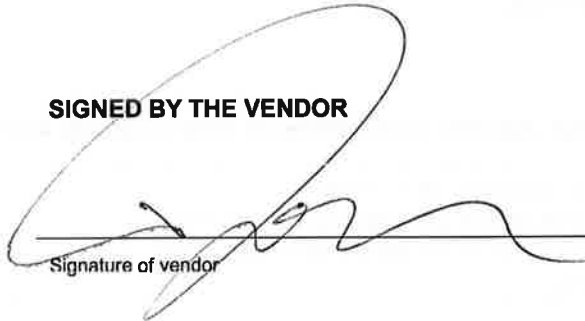
print name of person signing

state nature of authority if applicable (e.g. "director", "attorney under power of attorney")

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

SIGNED BY THE VENDOR

on 23 / 06 / 2021



Signature of vendor

Signature of vendor

Dongmei Li

PRINT FULL NAME

PRINT FULL NAME

print name of person signing

state nature of authority if applicable (e.g. "director", "attorney under power of attorney")

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

VENDOR

**Popwells Development Pty Ltd (ACN 638 109 145)
ATF Popwells Unit Trust**

VENDOR'S LEGAL ADVISORS

HenleyLLC
1378A Toorak Road Camberwell 3124.
Telephone: 03 9889 7988
Please quote our ref:13:Popwells2019:19

PURCHASER

Craig Theodore and/or nominee

PURCHASER'S LEGAL ADVISORS

Kim Saunders
Sunnyoaks Conveyancing
Phone: 03 9782 1432 Mailing address: 6 / 200 Nepean Highway,
ASPENDALE VIC 3195

LAND

(general conditions 3 and 9)

Lot 7 , on the proposed Plan of subdivision
PS822585J Parish of Mornington as being part of
Certificate of Title Volume 09948 Folio 823

PROPERTY ADDRESS

Lot 7 , 107 Wells Road Chelsea Heights 3196

Goods sold with the land

(general condition 2.3(f))

Attached as annexure "A"

PAYMENT

(general condition 11)

PRICE

\$ 420,000

DEPOSIT

\$ 42,000

On date of sale or BY

(of which \$..... has been paid)

BALANCE

\$ 378,000

GST

(general condition 13)

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

Plus GST

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

NIL

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

[Empty box for margin scheme text]

SETTLEMENT
(general condition 10)

60 DAYS POST TITLES BEING ISSUED

is due on

Settlement is due 14 days after the later of:

- a) the date that the Vendor's Legal Practitioner notifies the Purchaser or the Purchaser's Legal Practitioner in writing of registration of the Plan; and
- b) the date that the Vendor's Legal Practitioner notifies the Purchaser or the Purchaser's Legal Practitioner in writing of the issuing 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

NIL

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

NIL

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

NIL

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

LOAN
(general condition 14)

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

Lender:

Loan amount \$

Approval date

Special conditions

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

Special conditions

FORM 2
(AS AT 10 AUGUST 2018)
Estate Agents Act 1980

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

TITLE

1. Encumbrances

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

- 3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must—
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—

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

8. Builder warranty insurance

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

9. General law land

[deleted – not used]

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 section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

- 12.1 The deposit must be released to the vendor if :
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either—
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

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

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

14. Loan

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

15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (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 prepaid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner.
 - (d) by email.

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

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

24. Loss or damage before settlement

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

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

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

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

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

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

28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953* (Cwth)

To:

Purchaser/recipient: _____

Property address: LOT _____ 107 Wells Road Chelsea Heights 3196

Lot no.: _____ Plan of subdivision: PS822585J Parish of Mornington
as being part of Certificate of Title Volume 09948 Folio 823
[Cross out whichever is not applicable]

The Purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwth) in relation to the supply of the above property.

OR

The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwth) as follows in relation to the supply of the above property:

Withholding amount: \$ _____

The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement, namely: _____

Vendor/supplier ABN: _____

From: Vendor/supplier: Popwells Development Pty Ltd (ACN 638 109 145)
ATF Popwells Unit Trust

Dated: / /20

Signed by or on behalf of the vendor/supplier: Vendor/supplier: Popwells
Development Pty Ltd (ACN 638 109 145) ATF Popwells Unit Trust

Notes - not part of notice

1. When using the Law Institute of Victoria 'GST withholding' special condition note the requirement in 15B.8 to give the notice at least 14 days before the due date for settlement.
2. A notice is required to be given for an input taxed supply of land even though there is no withholding obligation. Residential premises which are not new are input taxed.
3. For potential residential land, where the recipient of supply is registered and acquires for a creditable purpose, neither the obligation to notify nor the withholding obligation applies.
4. Land on which there is no residential premises, but in relation to which there is potential for residential premises, is potential residential land sufficient to trigger the obligation to notify.
5. A supply of land which is designated as a supply of a going concern or land used for a farming business and which meets the requirements for an exemption will be GST-free and not taxable. Consequently, although there may have been an obligation to notify, the supply will not attract the withholding obligation.
6. There is some debate about whether the notice needs to be signed by the supplier/vendor.
7. Additional information will need to be inserted in the form where there is non-monetary consideration and this will affect the amount of the withholding.
8. If nomination occurs after a notification has been given, a fresh notification will be required.

SPECIAL CONDITIONS ("SC")

1. Interpretation

Unless the context otherwise requires in the interpretation of the Contract:

- 1.1. "Building" means the building and other improvements to be erected upon the Land or property the subject of this Contract;
- 1.2. "Building Plans and Specifications" means the floor plans and elevations for the relevant separate portion of the Building annexed to this Contract as **annexure "A"** and includes variations pursuant to the terms of this Contract. Only lots 1, 2, 14, 15, 17, 18, 29, 30, 45, and 56 will have a mezzanine area of no more than 199 sqm and all lots other than lots 1, 2, 14, 15, 17, 18, 29, 30, 45, and 56 will NOT have a mezzanine area.
- 1.3. "Claim" means any and all claims, actions, disputes, differences, requisition, objection, demands, proceedings, accounts, interest, costs (whether or not the subject of a Court order), expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) or whatever nature and however arising.
- 1.4. "Common property" means the common property created by registration of the Plan;
- 1.5. "Owners Corporation" means the Owners Corporation Rules created by the registration of the Plan;
- 1.6. "Owners Corporation Rules" means the rules of the Owners Corporation as are notified by the Vendor to the Purchaser in writing prior to the Settlement Date made pursuant to the Owners Corporation Act 2006;
- 1.7. "Registration period" in this contract means the period commencing on the day of sale and ending 48 calendar months later.

2. Transfer

- 2.1. General Condition 6 does not apply.
- 2.2. The transfer of land and any nomination document must be prepared by the purchaser, signed by the purchaser or nominee as the case may be and delivered to the vendor at least 21 days before settlement.
- 2.3. 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 before settlement.

3. Guarantee

- 3.1. General Condition 20 does not apply.
- 3.2. The vendor shall 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 by signing the attached GUARANTEE AND INDEMNITY.

4. Loss or damage before settlement

- 4.1. General Conditions 24.1, 24.2, 24.4, 24.5 and 24.6 do not apply to fittings and fixtures to the property.
- 4.2. The Purchaser shall carry the risk of loss or damage to the fittings and fixtures to the property from the date of sale.

5. Default

- 5.1. General Condition 26 and 27.2 do not apply.
- 5.2. A default notice must:
 - (a) specify the particulars of the default; and

- (b) state that it is the vendor's intention to exercise the rights arising from the default unless, within 7 days of service of the notice—
 - (i) the default is remedied; and
 - (ii) the following costs incurred as a result of the default are paid:
 - A. all costs and expenses including legal costs on a solicitor / client basis;
 - B. the agent's commission on the sale if the vendor sells the property to another party;
 - C. Any difference in the purchase price of any subsequent sale and the purchase price agreed upon in this contract;
 - D. any direct or indirect damages incurred or suffered by the vendor;
 - E. any finance or refinancing costs interests, and any opportunity costs pursuant to the principle of *Hungerford v Walker*; and
 - F. interest calculated at 18% per annum in addition to all other money due under this contract

6. GST AMENDMENTS TO GC 13

6.1. General condition 13.3 is replaced with the following:

If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:

- (a) the price includes GST; or
- (b) the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

6.2. General condition 13.1 (b) is deleted and replaced by the following:

- (a) 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 38-48 of the GST Act; or
- (b) General condition 13.4 is deleted and replaced by the following:
 - (i) If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on;
 - (ii) 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
 - (iii) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

7. GST withholding

7.1. In this special condition, section references are to Schedule 1 of the Taxation Administration Act 1953 (Cwth) as amended by Treasury Laws Amendment (2018 Measures No.1) Act 2018 (Cwth) and asterisked terms have the same meanings as when used in that schedule.

7.2. If section 14-255(1) applies to the supply of the property, the vendor must give the purchaser the written notice required by that section at least seven days before settlement.

7.3. If section 14-250 requires the recipient of supply to withhold an amount ('withholding sum') from the consideration payable to the vendor and pay it to the Commissioner, the purchaser must:

- (a) complete and lodge such online notification forms as the Commissioner may require to enable payment of the withholding sum and at settlement, comply with section 16-30(3) by giving the vendor a bank cheque payable to the Commissioner for the withholding sum or
- (b) on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the withholding sum to the Commissioner except where the purchaser has complied with sub-paragraph (a) or settlement has occurred using an electronic lodgement network operator, the purchaser must provide the vendor with evidence of payment of the withholding sum as soon as practicable after payment.

7.4. If the purchaser gives to the vendor at settlement a bank cheque payable to the Commissioner for the withholding sum, the vendor must, on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the bank cheque to the Commissioner.

- 7.5. An amount withheld and paid as required by section 14-250 or applied as described in section 10-30(3) is treated as having been paid to the vendor.
- 7.6. Except as expressly set out in this special condition, the rights and obligations of the parties under this contract including, without restriction, any obligation of the vendor to apply the margin scheme, are unchanged.
- 7.7. In this special condition, 'settlement' means the time when the first consideration for the supply (other than consideration provided as a deposit) is first provided.

8. Service

General condition 17 is deleted and replaced by the following:

- 8.1. Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 8.2. A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 8.3. A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) By email.
- 8.4. Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) 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.
- 8.5. The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

9. Deposit

The deposit must be paid at the time the Purchaser signed the Contract, unless there is written consent to pay the deposit at another time other than the date the Purchaser signed the Contract.

10. Nomination

10.1. General condition 18 is deleted and replaced by the following:

- (a) If the Contract says that the property is sold to a named purchaser "and/or nominee" (or similar words), the named Purchaser may, if applicable, at least 21 days before the Final Settlement Date, nominate a substitute or additional purchaser (called "the Nominee") in accordance with the procedure outlined in this Special Condition.
- (b) The Purchaser shall deliver to the Vendor's Solicitor:
 - (i) A standard Sale of Real Estate Nomination Form duly completed and executed original signature(s) by both the Purchaser and the Nominee;
 - (ii) If the Nominee is or includes a company (not being a company listed on an Australian Stock Exchange), then a Guarantee in a similar form to that attached hereto duly completed and signed original signature(s) by the Directors of such company;
 - (iii) Copy of the executed Transactions Treated as Sub-Sales of Land Statutory Declaration (or any other declaration, form or statement currently required by Commissioner of State Revenue) under the Duties Act 2000 (as amended) duly completed and executed by the

Transferee or, if applicable, an authorised person, in a form acceptable to the Commissioner of State Revenue.

- (c) If the documents required in this Special Condition are not provided, the Vendor shall not be obliged to recognize or give effect to such nomination.
- (d) If such nomination is made in accordance with this special condition, the Purchaser hereby authorises the person, firm or corporation then holding the deposit to hold the deposit and any other moneys paid by the Purchaser under this Contract as the deposit and any other moneys payable by the Nominee.
- (e) The Purchaser shall pay all legal costs and disbursements (on a Solicitor own client basis) incurred by the Vendor in connection and/or associated with any such nomination, whether or not it shall be recognized or given effect to by the Vendor.
- (f) The Purchaser hereby indemnifies the Vendor against all claims, demands and actions for all or any such duty as may be imposed upon the Vendor arising as a result of the Vendor having given effect to such nomination by executing the Transfer of Land in favour of the Nominee.

11. Foreign resident capital gains withholding

This special condition applies to contracts entered into on or after 1 July 2016.

- 11.1. 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.
 - 11.2. 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.
 - 11.3. 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 \$750,000 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)*.
 - 11.4. 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.
 - 11.5. 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.
 - 11.6. 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.

- 11.7. The representative is taken to have complied with the obligations in special condition 11.6 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.
- 11.8. 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.
- 11.9. 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.
- 11.10. The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

12. Foreign purchaser

12.1. The Purchaser warrants:

- (a) that the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
- (b) that the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and
- (c) that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

12.2. The purchaser acknowledges that the vendor has entered into this contract in reliance upon the aforesaid representations and warranties and in the event that such representations or warranties proving to be false the purchaser shall be responsible for and indemnify the vendor in respect of all loss and damage suffered by the vendor, which indemnity shall be enforceable regardless or not this contract continues in force or becomes void or voidable.

13. Whole agreement

13.1. The purchaser acknowledges that:

- (a) (this contract is the sole and full repository of the agreement between the parties;
- (b) there are no terms, conditions, representations or warranties relating to the sale of the property which have been relied upon by the Purchaser in entering into this contract except those included in this contract;
- (c) the purchaser has not relied on any information in any brochure, investment report or advertisement about the land relating to:
 - (i) its area or measurements or occupation;
 - (ii) any description of any buildings, improvements, fences, fixtures, fittings and goods sold with the land;
- (d) the purchaser has relied on his own inspection and inquiries and judgment in purchasing the land and any buildings, improvements, fences, fixtures, fittings and goods sold with the land.

13.2. The vendor and the agents of the vendor have not made any promise, representation, warranty or statement:

- (a) about the condition or quality of the property and any buildings, improvements, fences, fixtures, fittings and goods sold with the land or the services connected to the property or available to it, which are sold "as inspected;
- (b) that the property is suitable for any purpose which the purchaser may have indicated as his intention to pursue;
- (c) that any permit of any nature has been obtained or is available from any relevant authority.

- 13.3. The purchaser shall not make any objection or requisition or claim any compensation or refuse or delay payment of the whole or any part of the Price for:
- (a) any alleged non-compliance with the *Building Act 1993 (Vic)* and any regulations made thereto, the Building Code of Australia or any other regulations, rules or local laws;
 - (b) the state of repair, condition or quality of the property and any buildings, improvements, fences, fixtures, fittings and goods sold with the land or the services connected to the property or available to it.

14. Identity of the land

14.1. The purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title a copy of which is attached hereto and in the title particulars set out in the Particulars of Sale.

14.2. The purchaser shall not make any objection or requisition or claim any compensation or refuse or delay payment of the whole or any part of the Price for any alleged misdescription of the land or deficiency in its area or measurements or occupation or call upon the vendor to amend title or to bear or to contribute to all or any part of the cost of doing so.

15. Purchaser acknowledgement

15.1. The purchaser acknowledges that it is purchasing the property as a result of its own enquiries, and inspection and has obtained its own legal advice, and is not relying upon any representation made by the vendor or any other person on the vendor's behalf:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent including but not limiting to and non compliance of any Environmental Law, any contaminant in, or under, or emanating from the property.
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

15.2. The Property is sold subject to any restrictions as to use under any order, planning scheme regulation or by-law made by any authority empowered by any legislation to control the use of land. No such restrictions shall constitute a defect in the Vendor's title or affect the validity of this contract and the Purchaser shall not make any requisition or objection and not be entitled to claim any compensation from the Vendor in respect of compliance or non-compliance therewith.

15.3. Duties

- (a) The Purchaser acknowledges that the Purchaser has relied exclusively on the Purchaser's own independent advice on all duties matters and shall make no claim against the Vendor with respect thereto.
- (b) If there is more than one Purchaser, it is the Purchaser's responsibility to ensure that the Contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- (c) If the proportions recorded in the Transfer of Land differ from those recorded in the Contract it is the Purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- (d) The Purchaser hereby indemnifies, and shall keep indemnified, the Vendor its Agents and the Vendor's Solicitor against all claims, demands and actions which may be made against the Vendor in relation to any additional duty payable as a result of the proportions in the Transfer differing from those in the Contract.

15.4. The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

15.5. This Special Condition will not merge on completion of this contract.

16. Electronic Conveyancing

Settlement and lodgement may be conducted electronically in accordance with the Electronic Conveyancing National and the following may apply:

- 16.1. This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 16.2. A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 16.3. Each party must:
 - (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 16.4. The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 16.5. The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 16.6. Settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 16.7. The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 16.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 16.8. Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 16.9. The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

16.10. The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

17. Severability

In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the extent that all parts that shall not be or become void, unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

18. GST Withholding

18.1. Words and expressions defined or used in Subdivision 14-E of Subdivision 14-E of Schedule 1 to the Taxation Administration Act 1953 (Cth) or in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in the general condition unless the context requires otherwise. Words and expressions used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

18.2. The amount is to be deducted from the Vendor's entitlement to the contract *consideration whether or not the Vendor provides the Purchaser with a GST withholding notice in accordance with section 14 255 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The Vendor must pay to the Purchaser at settlement such part of the amount as is represented by non-monetary consideration.

18.3. The Purchaser must:

- (a) Engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations under the legislation and this special condition; and
- (b) Ensure that the representative does so.

18.4. 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 and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) Promptly provide the Vendor with evidence of payment, including any notification or other document provided by the Purchaser to the Commissioner relating to payment; and
- (c) Otherwise comply, or ensure compliance, with this special condition;
Despite:
 - (i) Any contrary instructions, other than from both the Purchaser and the Vendor, and
 - (ii) Any other provision in this Contract to the contrary.

18.5. The representative is taken to have complied with the requirements of this special condition if:

- (a) 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.

18.6. The Purchaser may at settlement give the Vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 of the Taxation Administration Act 1953 (Cth), but only if:

- (a) So agreed by the Vendor in writing; and
- (b) The settlement is not conducted through an electronic settlement system. However, if the Purchaser gives the bank cheque in accordance with this special condition, the Vendor must:
- (c) Immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) Give the Purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the Purchaser gives the Vendor the bank cheque.

18.7. 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 14-250 of Schedule 1 of 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.

18.8. The Vendor warrants that:

- (a) At settlement the premises are not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) if the Vendor gives the Purchaser a written notice under section 14-255 to the effect that the Purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) The amount described in a written notice given by the Vendor to the Purchaser under section 14-255 of Schedule 1 of the Taxation Administration Act 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

18.9. The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) The penalties or interest arise from the Vendor's failure, including breach of a warranty in special condition 18.8; or
- (b) The Purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the Purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
The Vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

19. **Planning**

The Purchaser acknowledges that the Vendor may apply for amendments to the planning permits attached hereto.

20. **Building Regulations**

The Purchaser acknowledges that the Vendor makes no representation or warranty as to the procuring of a building permit, building approvals, Occupancy Permit or any other permits in relation to the property, and further acknowledges that no failure of any improvements of the property to comply with the Victorian Building Regulations, Council or Shire by-laws, statutes and regulations thereunder shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation in relation thereto.

21. **Soil**

The Vendor makes no warranty or representation as to the state or condition of the soil or the property, its chemical content stability or suitability for the Purchaser or otherwise or that the improvements erected on it comply with any application Act or Building Regulations or that they meet the requirements of the Municipal or other relevant Government or Local Government Authorities. The Purchaser buys the property and improvements in their existing state and condition and shall not make any requisitions or objection or claim any compensation in respect of any non-compliance with any Act or Regulation and shall not be entitled to call upon the Vendor to bear all or part of the costs of making the property or improvements comply with the same.

22. **Restrictions and Encumbrances**

22.1. The property is sold subject to the easements, covenants, leases, encumbrances and restrictions (if any) and any Act, order, regulations, by-laws and local laws, restrictions or conditions imposed upon the Land by or with the authority of any Government or Governmental or semi-Governmental or judicial entity or authority including without limitation any applicable planning scheme or any other scheme. This clause does not in any way exclude, modify or restrict any of the provisions of Section 32(2)(e) of the Sale of Land Act 1962.

22.2. The Purchaser shall not make any requisition or claim any compensation with respect to any of the easements, covenants, leases, encumbrances or restrictions.

23. Duties Act 2000

23.1. The Vendor makes no warranty or representations in respect of what is the dutiable value which the Purchaser may be liable to pay as at the date of transfer or thereafter as this is a matter outside the Vendor's control. The Purchaser hereby acknowledges that it is liable for such duty as may be assessed by the State Government of Victoria or other Government authority.

23.2. The Purchaser hereby agrees to indemnify and will keep indemnified at all times hereunder the Vendor against all liabilities claims proceedings and penalties whatsoever under the Duties Act 2000 relating to this Contract and/or any substitute Contract of Sale and/or the Instrument of Transfer or Conveyance of the property.

24. Chattels

24.1. This Contract shall not be avoided on the ground that the chattels or any of them cannot be delivered to the Purchaser and the Purchaser's rights for non-delivery shall be limited to any claim the Purchaser may have for compensation or damages.

24.2. The Vendor may, at its discretion, amend any chattels listed in the contract provided that such amendment does not result in any diminution in the value of the chattels and is of similar quality.

25. Purchaser a Corporation

If the Purchaser is or includes a corporation it shall be an obligation of the Purchaser to procure forthwith, following the execution of this Contract, the execution of an enforceable Guarantee and Indemnity of the obligations of the Purchaser hereunder by the Directors and/or principal shareholders of that corporation as shall be approved of by the Vendor, such Guarantee to be in the form or to the effect of a form of Guarantee and Indemnity to be provided by the vendor. If the duly executed Guarantee and Indemnity is not delivered to the Vendor or its Agents or Solicitors as aforesaid within 5 working days of demand, the Purchaser will be deemed to be in default under this Contract of an essential term or condition herein contained and the Vendor may exercise all his rights and remedies accordingly.

26. Caveat

26.1. The Purchaser acknowledges that the lodgement by it of a Caveat may delay or prevent registration of the Plan of Subdivision. The Purchaser agrees that it shall not, therefore, lodge nor allow any person claiming through it or acting on its behalf to lodge any Caveat over the land of which the property forms part or any part thereof until after registration of the Plan of Subdivision. In the event this Special Condition is breached by the Purchaser, the Purchaser shall be deemed to be in breach of this contract and Section 118 of the Transfer of Land 1958 and hereby agrees and consents to the Vendor making application to the Supreme Court for the removal of the Caveat under Section 90(3) of the Transfer of Land Act 1958.

26.2. This clause shall be an essential term of this Contract and shall not be affected by the rescission of this Contract by either party and the rights conferred hereby shall be in addition to any common law rights or other rights the Vendor may have.

26.3. If, subsequent to the registration of the Plan of Subdivision, the Purchaser lodges a Caveat to protect its interest as purchaser hereunder and if the Vendor requests such Caveat to be withdrawn:

- (a) for the purpose of transferring the property to the Purchaser;
- (b) by reason of the fact that this Contract shall be terminated pursuant to any of the provisions of this Contract; or
- (c) to enable the Vendor to register a mortgage or mortgages over the property for the purpose of financing the construction of the building,

then the Purchaser, at its own cost, shall prepare and execute a withdrawal of the Caveat and deliver it to the Vendor within 14 days of such request,

together with the fee payable on registration of the withdrawal at the Land Titles Office, Melbourne.

27. Vendor's Right to Deal with the property

The Vendor has the right to mortgage the property, charge the property, to assign the benefit of this Contract, to transfer the ownership of the property to other parties but only as a Vendor and subject to this Contract and is entitled to execute any mortgage, charge or assignment and such other documents as may be required by its mortgagee, charged or assignee for the purpose of obtaining monies for the benefit of the Vendor.

28. Plan of Subdivision

28.1. The Land is a lot or lots on the Plan of Subdivision which at the date of this contract has not been registered.

28.2. This contract is subject to and conditional upon registration of the Plan of Subdivision within the Registration Period. If the Plan of Subdivision is not registered within the Registration Period the vendor must seek the purchaser's consent to extend the Registration Period. The vendor must:

- (a) provide at least 28 days' notice;
- (b) provide details of the reasons why:
 - (i) there has been a delay in registering the plan of subdivision or issuing an occupancy permit; and
 - (ii) the vendor proposes to rescind the contract; and
- (c) advise the purchaser that it is not obliged to provide consent.

If the contract is so the deposit will be refunded to the purchaser and neither party shall have any Claim against the other arising from or out of the termination of the contract or the failure of the vendor to procure registration of the Plan of Subdivision. The vendor will at its own expense and with all reasonable expedition use its reasonable endeavours to procure the registration of the Plan of Subdivision by the Registrar of Titles within the Registration Period.

28.3. The purchaser shall not make any Claim or seek to end this contract as a consequence of:

- (a) any variation between the Land as inspected by the purchaser and the Land shown on the Plan of Subdivision as registered;
- (b) any alteration as to the number, size or location of any lot on the Plan of Subdivision other than the Land;
- (c) minor variations to accord with surveying practice;
- (d) minor variations to meet any requirement or requisition of any statutory body or the Registrar of Titles to effect registration of the Plan;
- (e) at the request of any Purchaser of an adjoining lot or lots, to consolidate such lots into one lot subject to the consent of all relevant consultants and authorities;
- (f) at the request of any Purchaser of an adjoining lot or lots to amend any adjoining lot or lots and reconfigure such lots as the Vendor may in its absolute discretion determine;
- (g) the inclusion or exclusion of storage areas as lots or parts of existing lots on the Plan;
- (h) the addition of further floors to the building and subsequent amendments to the Plan;
- (i) any amendment required by the Vendor to include in the development of the building a public facility, which would necessitate consequential amendments to the Plan, architectural, plans and proposed building works. The Purchaser's consent to a public facility in the development is hereby given;
- (j) any subdivision of any existing lot on the Plan into two or more lots as may be allowed by the relevant authorities where required by the Vendor;
- (k) any variation or amendment to the Plan which does not affect the lot entitlement and lot liability of the property; and
- (l) any necessary amendments required to stage the Plan as contemplated by Section 37 of the Subdivision Act 1988 and the Regulations to the Subdivision Act 1988.

For the purposes of Section 9AC of the Sale of Land Act 1962, whilst the foregoing amendments may affect the lot hereby sold, the Purchaser acknowledges that such effect will not be material.

- 28.4. Subject to Sections 9AC and 9AH of the Sale of Land Act, the vendor reserves the right to make any alterations to the Plan of Subdivision;
- 28.5. Without limiting the vendor's rights, the purchaser agrees and acknowledges that an alteration to the Plan of Subdivision which results in a change to the area of the Land of less than 5% is a minor variation or discrepancy and does not materially or detrimentally affect the purchaser.
- 28.6. Section 10(1) of the Sale of Land Act does not apply to the final location of any easement shown on the Plan of Subdivision.
- 28.7. The vendor may at any time end this contract by written notice to the purchaser if:
- (a) a Responsible Authority refuses to certify the Plan of Subdivision or imposes obligations upon the vendor which the vendor (at the vendor's absolute discretion) considers are too onerous;
 - (b) the vendor or its related entities have been unable to procure, or unable to procure on terms acceptable to the vendor (at the vendor's absolute discretion), funding for completion of any works necessary to register the Plan of Subdivision;
 - (c) the Registrar of Titles refuses to register the Plan of Subdivision or imposes obligations upon the vendor which the vendor (at the vendor's absolute discretion) considers are unsatisfactory or unacceptable too onerous; or
 - (d) the vendor forms the view (at the vendor's absolute discretion) that it is uncommercial to proceed with the subdivision and development of the Land

in which case the deposit must be refunded to the purchaser and neither party shall have any Claim against the other arising from or out of the termination of the contract.

- 28.8. The Purchaser shall not sell, transfer, assign, mortgage or otherwise encumber or in any other way whatsoever deal with the property or any part of the property, or of the Purchaser's right or interest in or under this the Plan has been certified and registered unless the Vendor consent to such dealing prior to such dealing taking place.
- 28.9. The Purchaser shall not raise any requisition or objection if on the settlement date a separate Certificate of Title to the property has not issued from the Land Titles Office. The Purchaser shall accept at settlement an order to the Registrar of Titles directing the Registrar to deliver the Certificate of Title to the property to the Purchaser or as the Purchasers may direct when the Certificate of Title issues from the Land Titles Office.
- 28.10. The Vendor notifies the Purchaser pursuant to section 9AB of the Sale of Land Act details of all works affecting the natural surface level of the land in the Lot sold or any land abutting the Lot sold in the same subdivision as the Lot which:
- (a) have been carried out on that land after the certification of the Plan of Subdivision and
 - (b) before the date of this Contract; or are at the date of this Contract being carried out or are proposed to be carried out on that land, are set out in the proposed plan of subdivision, the plan and drawings attached to this contract.

29. Staged Subdivision

- 29.1. The Purchaser acknowledges that the Vendor may subdivide the land on the Plan in stages pursuant to Section 37 of the Subdivision Act 1988.
- 29.2. In the event that the Vendor calls for a Staged Subdivision pursuant to Special Condition 29.1:
- (a) the Vendor shall indemnify the Purchaser in respect of all Owners Corporation fees until the registration of the final stage of the Plan; and
 - (b) the Vendor shall use its best endeavours to encourage the builder to minimise the effect of any incomplete work on the occupation of the land by any Purchaser.

30. Owners Corporation

- 30.1. The Purchaser admits that the property is sold subject to the provisions of the Subdivision Act 1988 and in particular subject to:
- (a) the lot entitlement and lot liability and all other information set out in the Plan;
 - (b) the provisions of the Owners Corporation Act 2006 and Regulations (Owners Corporation Rules); and
 - (c) the easements (expressed or implied) affecting the land by virtue of the Subdivision Act 1988.
- 30.2. The amount of any special levy made on the Vendor pursuant to the Owners Corporation Act 2006 in respect of the liabilities of the Owners Corporation before the day of sale shall be borne by the Vendor and the amount of any such levy made on the Vendor on or after the day of sale shall be borne by the Purchaser and shall not be subject to an apportionment.
- 30.3. Levies imposed pursuant to the Owners Corporation Rules shall be adjusted between the Vendor and the Purchaser in accordance with lot liabilities.
- 30.4. On the registration of the Plan, the Purchaser acknowledges and agrees that:
- (a) the Vendor may appoint a managing agent for the Owners Corporation for 12 months from the date of appointment upon terms and conditions as Vendor and managing agent may agree;
 - (b) the Vendor shall comply with the requirements of Owners Corporation Rules;
 - (c) the Vendor shall procure that the Owners Corporation shall make special rules under Owners Corporation Rules;
 - (d) the Vendor shall cause the Owners Corporation to act adequately to insure all buildings on the Land in accordance with the provisions of the Owners Corporation Rules; and
 - (e) the Vendor shall have the right to make such variations or amendments to the Owners Corporation Rules as the Vendor in good faith considers necessary for the interests of the owners of the lot on the Plan as a whole and the Purchaser shall not be entitled to make any objection or requisition or claim any compensation in respect of such variation or amendments which substantially and materially adversely affect the property hereby sold and which are made without the consent of the Purchaser.

31. Outgoings

- 31.1. All outgoings shall be read to include any contributions paid or payable to the Owners Corporation and the amounts paid by the Vendor in respect of insurance premiums for the land.
- 31.2. If the Property is not separately assessed in respect of any of the outgoings, a proportion of such outgoing is to be apportioned between the Vendor and the Purchaser in the same proportion as the lot liability that the property bears to the total liability of all of the lots affected by the Plan. The adjustment of the outgoings shall be made in the usual manner and the Purchaser shall at settlement:
- (a) produce for the inspection of the Vendor bank cheques made payable to the relevant authorities in respect of unpaid outgoings; and
 - (b) provide a written undertaking from its solicitors addressed to the Vendor's solicitors that the abovementioned bank cheques shall be forwarded to the relevant authorities within 14 days of the settlement date or, if there is no solicitor acting for the Purchaser, the Purchaser shall hand over those bank cheques to the Vendor who shall thereafter forward these cheques to the relevant authorities within the period of 14 days.
- 31.3. The Purchaser acknowledges that the State Revenue Office may group all of the lots on the Plan and assess land tax against the Vendor based on the aggregate of the unimproved values of each lot on the Plan.

- 31.4. Despite that on a single holding basis no land tax may be assessable for the property, the Purchaser must pay to the State Revenue Office, or reimburse the Vendor for land tax on the property according to the following formula:

$$A = \frac{L \times U}{T}$$

- A = Land tax payable by the Purchaser with respect to the property
L = Land tax assessed payable by the Vendor with respect to the property
U = Lot liability of the Lot
T = Total lot liability of all lots on the Plan

- 31.5. Utilities connection fees

The purchaser bears the costs (if any) of all new connections to gas water and electricity or paid by the vendor which shall be adjusted in the vendor's favour at settlement.

32. Building Works

- 32.1. This sale is subject to and conditional upon the Vendor executing on or before the settlement date, all relevant agreements for the design, building and construction works for the development of the Land on the Plan in a proper and workmanlike manner in accordance with the architectural plans agreed to between the Vendor and the builder.

- 32.2. The Vendor may make variations to the architectural plans as are necessary to comply with any requirements of:

- (a) any relevant authority;
- (b) the Building Code of Australia;
- (c) the relevant Building Surveyor;
- (d) the Project Architects or other Project Consultants with such variation being necessary in the reasonable opinion of the Architects or Consultants;
- (e) alterations to the Plan as the Vendor deems fit; and
- (f) the Vendor, provided such variations are minor.

The Purchaser shall make no claim or requisition in respect of such variations unless such variation materially affects the Purchaser's intended use of the property.

- 32.3. The Vendor shall be deemed to have completed the works and discharged under Special Condition 32.1 upon its producing to the Purchaser an Occupancy Permit.

- 32.4. The Purchaser shall not have access to the Land or the Building prior to the day of settlement except with the prior written approval of the Vendor, which approval may be withheld at the Vendor's absolute discretion.

- 32.5. In the event that at the settlement date any dispute arises as to the quality or standard of the finish of the works or property, the Purchaser shall not be entitled to postpone or delay settlement as a consequence of such dispute or to request or demand the holding back or retention of any part of the purchase monies by way of security for the satisfactory completion of the works, and the Purchaser shall proceed with settlement as required by this Contract.

- 32.6. The Vendor may without notice to the Purchaser alter any finish specified in the Building Plans and Specifications to another finish of similar quality and alter any item to be installed on the property or the Common property specified in the Building Plans and Specifications to another item of similar quality and the Purchaser shall not make any requisition or objection, delay settlement or claim any compensation in respect of any matter referred to in this special condition.

- 32.7. The Purchaser shall not make any requisition or objection, delay settlement or claim any compensation if any fault or defect in the property or Building of any kind due to defective materials or faulty workmanship is not rectified prior to the settlement date.

- 32.8. The Purchaser will make no objection to further works that the Builder may have to carry out or to dust, noise or other discomforts which may arise from such works and will not institute or prosecute any action or proceeding for injunctions or damages arising out of or consequent upon such works or for dust or noise or other discomforts which might arise from such works.

33. Marketing and Other Lots

33.1. The Purchaser acknowledges that the property forms part of a development which the Vendor is developing for sale and agrees to make no objection whatsoever either before or after settlement to the methods used by the Vendor in marketing the other lots, including but without limiting the generality of the foregoing, use of signs, use of common property and the maintenance of display units provided that in such marketing the Vendor shall display at all times reasonable consideration for the comfort and convenience of the Purchaser.

33.2. The Vendor makes no representation or warranty that if there is any display unit used for marketing purposes, the display unit was completed -

- (a) pursuant to any building permit, Specifications, plans or drawings or with building approvals or with an Occupancy Permit or any other permit in relation to the property, or
- (b) is or would be similar in any way to any lot purchased.

34. Specifications

The Vendor shall have the right to vary and substitute the construction details, items fixtures, fittings and accessories provided that the items which are substituted or varied are replaced with items of the same or better quality.

35. Major Domestic Building

35.1. The Vendor agrees that he will enter or has entered into a major domestic building Contract for the building with a builder as defined in the Building Act 1993 and Domestic Building Contract Act 1995 to be constructed generally in accordance with the building plans.

35.2. The Purchaser acknowledges that the Vendor is not and will not be the builder of the Works.

35.3. The Purchaser acknowledges that this contract is not a domestic building contract as defined by the Domestic Building Contract Act 1995.

36. Indemnity

The Purchaser indemnifies the Vendor against any claim, action, damage, liability, costs, charge, loss, expense, proceeding, judgment, outgoing or payment which the Vendor may suffer, sustain or incur in respect of any liability, act, omission, claim, action, demand, suit or proceeding arising in any way, done made or incurred on or after the settlement date from events or occurrences happening or arising on or subsequent to the settlement date out of or in respect of the property or any act, matter or thing occurring on the property.

37. Apportionment of Purchase Price

The Vendor and Purchaser acknowledge and agree that:

- (a) the Price includes an amount in respect of construction of improvements on the property; and
- (b) (as at the Day of Sale, construction of the building had not been completed;

38. Payment of Balance

38.1. Notification of Registration

As soon as practicable after the Registrar has registered the Plan, the Vendor must notify the Purchaser or the Purchaser's Solicitors in writing of the registration.

38.2. Payment of Balance

Subject to special condition 38.3 below, the Balance must be paid 14 days after the day the Purchaser or the Purchaser's Solicitors receive notification of registration of the Plan.

38.3. Occupancy Permit

The Purchaser is not obliged to pay the Balance unless the Purchaser or the Purchaser's Solicitors have received notification that the Occupancy Permit has issued.

39. Property in Chattels

Property in the chattels shall not pass to the Purchaser until payment of the whole of the Price.

40. **Assignment, Mortgage or Charge**
The Vendor has the right to Mortgage the Land whether or not the Plan has been registered and shall have the right to assign any of its rights, privileges, benefits or obligations under this Contract whether by way of security or absolute assignment.
41. **Settlement**
The Purchaser acknowledges that at the settlement date the certificate(s) of title relating to the property may not have issued from the Land Titles Office and may not be able to be handed to the Purchaser at settlement. The Purchaser will accept at settlement in lieu of the certificate(s) of title relating to the property a Transfer with an order to register directing the Land Titles Office to issue the certificate(s) of title to the Purchaser or other person nominated by the Purchaser.
42. **Defects liability period**
The Vendor warrants that any defects in materials or workmanship in the construction of the Building, of which the Purchaser has given the Vendor written notice prior to the settlement date, will be notified to the builder and the Builder will be required to repair in a proper and workmanlike manner at the builder's expense as soon as practicable after settlement date.
43. **Acceptance of title**
General condition 12.4 is added:
12.4 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.
44. **Adjustments**
General condition 15.3 is added:
15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.
45. **Section 32 Acknowledgment**
The purchaser acknowledges that before signing this contract the purchaser received a Vendor Statement in writing pursuant to Section 32 of the *Sale of Land Act 1962*.
46. **Order or Notice**
General condition 21 is replaced with the following:
46.1. The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
46.2. 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, and does not relate to periodic outgoings.
46.3. The purchaser may enter the property to comply with that responsibility where action is required before settlement.
47. **Building Act 1993 (Vic) & Regulations**
It is hereby acknowledged and agreed that the purchaser buys subject to any restrictions or obligations imposed by and to the provisions of the *Building Act 1993 (Vic)* and any regulations made thereto in respect of any swimming pool or spa constructed on the land and the purchaser shall at his own cost and expense assume liability for the erection of a suitable barrier within 30 days after the settlement date of this contract complying with the said Act and regulations if necessary.
48. **Self-Contained Smoke Alarms**
The purchaser acknowledges that, if the vendor has not complied with the building regulations regarding the installation of self-contained smoke alarms, the purchaser must do so at the purchaser's cost and expense.
49. **Variations**
Any subsequent agreement to the variation of the terms of this contract may only be made in writing, signed by the Vendor and the Purchaser or in a form permitted by the Vendor.

-----END OF SPECIAL CONDITIONS-----

GUARANTEE AND INDEMNITY

In this guarantee and indemnity:

"contract" means the annexed contract of sale;

"vendor" means the vendor under the contract;

"purchaser" means the purchaser under the contract;

"guarantor" means the following persons(s) and all of them if more than one:

Name of guarantor

Name of guarantor

Address of guarantor

Address of guarantor

In consideration of the vendor at the guarantor's request agreeing to sell the property described in the contract for the price and on the terms set out in the contract, the guarantor covenants with the vendor that if the purchaser defaults in the payment of the deposit or balance of the price or interest or other money payable under the contract or in the performance of any other term of the contract the guarantor will on demand by the vendor immediately pay to the vendor the whole of the deposit or balance of the price or interest or other money then payable.

As a separate and independent obligation the guarantor undertakes to indemnify the vendor and keep the vendor indemnified against all losses and expenses incurred by the vendor by reason of any default or repudiation under the contract by the purchaser.

This guarantee and indemnity binds the legal personal representatives of each guarantor and is a continuing guarantee and indemnity which will not be released by any neglect or forbearance of the vendor in enforcing the payment of any money payable under the contract or the performance of any term of the contract, or by time being given to the purchaser for any such payment or performance, or by the nomination of a substitute or additional purchaser or by any other thing which under the law relating to sureties would otherwise have the effect of releasing the guarantor or the legal personal representatives of the guarantor.

If the guarantor comprises more than one person this guarantee and indemnity binds all such persons jointly and each of them severally, despite the failure of any person to execute or be bound by this guarantee and indemnity.

EXECUTED as a deed the day of .

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

Witness




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

Witness

ANNEXURE A

Finishes Schedule

107 Wells Road, Chelsea Heights

WAREHOUSE	SPECIFICATION	IMAGE
FLOORS	Concrete Slab with Approved Dust Sealer	
WALLS	Full Height Precast Concrete Panels with Steel Trowel Finish	
ROOF	2 degree Trimclad Zincalume Sheet Roofing with Amplelite Fibreglass Trimdel Skylight Sheets	
ROLLER SHUTTER DOORS	"Ansa" Turfguard Roller Shutter Door or Similar, Fitted with Operating Unit. Colourbond Finish Selected from Manufacturers Range	
PEDESTRIAN DOOR	Metal Clad Door with Escape Cylinder if Applicable and D-type lever.	
POWER	3 phase 63 amp power supply	

WAREHOUSE

SPECIFICATION

IMAGE

LIGHTING

150Watt LED HIGHBAYS



COMMUNICATION

NBN Ready



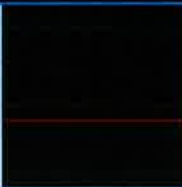



KITCHENETTE

Laminate Bench Tops
Tiled Splashback
Overhead Cupboards
Melamine Carcass
SS Finish Door Handles

HOT WATER UNIT

25L Under Bench Electric Hot
Water Unit or 3phase Electric
Instantaneous Hot Water Unit



OFFICE (OPTIONAL)		
	SPECIFICATION	IMAGE
FLOORS	Godfrey Hirst or similar Carpet Tile	
SKIRTING	Brushed Aluminum Finish Skirting, 100mm High	
WALLS	Plasterboard Walls with Insulation to Energy Rating Requirements	
CEILING	Armstrong Dune Fine Texture 600 x 1200 Inlay on Exposed T-Bar Grid System with Shadowline Wall Angle or Similar	
INTERNAL DOORS	Painted Flush Panel Door 2340mm High x 920mm Wide	
MECHANICAL	Wall Mounted Split System with Programmable Remote	
LIGHTING	34Watt LED Panel, T-Bar Recessed	
PAINT	Colour: Dulux 'Whisper White' (Ceiling - Flat) (Walls - Low Sheen)	

AMENITIES

SPECIFICATION

IMAGE

VANITIES

Laminated Bench Top with Semi-Recessed Basin and Tiled Splashback.

TOILET SUITE

AS1428.1 Compliant Toilet Set



FLOOR & WALL TILE

600x600 Porcelain Tile to 1800mm High



PAINT

Colour: Dulux 'Whisper White'
(Ceiling - Flat)
(Walls - Low Sheen)

INTERNAL DOOR HANDLES

Polished Chrome Set



WARRINGTON CITY COUNCIL
 Planning and Environment Act 1987
 Kingston Planning Scheme
 Planning Permit No. KP-3015-2020
 Design and Construction
 Page 1 of 5

Energy Efficiency
 Energy efficiency - the development will comply with NCC Section 7 energy efficiency provisions, including but not limited to:
 7.1.2.2.2.1.1. The development will be designed to meet the energy efficiency requirements of the NCC.
 7.1.2.2.2.1.2. The development will be designed to meet the energy efficiency requirements of the NCC.
 7.1.2.2.2.1.3. The development will be designed to meet the energy efficiency requirements of the NCC.
 7.1.2.2.2.1.4. The development will be designed to meet the energy efficiency requirements of the NCC.
 7.1.2.2.2.1.5. The development will be designed to meet the energy efficiency requirements of the NCC.
 7.1.2.2.2.1.6. The development will be designed to meet the energy efficiency requirements of the NCC.
 7.1.2.2.2.1.7. The development will be designed to meet the energy efficiency requirements of the NCC.
 7.1.2.2.2.1.8. The development will be designed to meet the energy efficiency requirements of the NCC.
 7.1.2.2.2.1.9. The development will be designed to meet the energy efficiency requirements of the NCC.
 7.1.2.2.2.1.10. The development will be designed to meet the energy efficiency requirements of the NCC.
 7.1.2.2.2.1.11. The development will be designed to meet the energy efficiency requirements of the NCC.
 7.1.2.2.2.1.12. The development will be designed to meet the energy efficiency requirements of the NCC.
 7.1.2.2.2.1.13. The development will be designed to meet the energy efficiency requirements of the NCC.
 7.1.2.2.2.1.14. The development will be designed to meet the energy efficiency requirements of the NCC.
 7.1.2.2.2.1.15. The development will be designed to meet the energy efficiency requirements of the NCC.
 7.1.2.2.2.1.16. The development will be designed to meet the energy efficiency requirements of the NCC.
 7.1.2.2.2.1.17. The development will be designed to meet the energy efficiency requirements of the NCC.
 7.1.2.2.2.1.18. The development will be designed to meet the energy efficiency requirements of the NCC.
 7.1.2.2.2.1.19. The development will be designed to meet the energy efficiency requirements of the NCC.
 7.1.2.2.2.1.20. The development will be designed to meet the energy efficiency requirements of the NCC.

Materials
 Quality, low maintenance materials have been chosen for the development to ensure the building is durable and long lasting. The materials chosen are:
 - Concrete: All concrete work will be finished with a textured aggregate finish.
 - Brickwork: All brickwork will be finished with a textured aggregate finish.
 - Cladding: All cladding will be finished with a textured aggregate finish.
 - Windows: All windows will be finished with a textured aggregate finish.
 - Doors: All doors will be finished with a textured aggregate finish.
 - Fencing: All fencing will be finished with a textured aggregate finish.
 - Landscaping: All landscaping will be finished with a textured aggregate finish.
 - Lighting: All lighting will be finished with a textured aggregate finish.
 - Signage: All signage will be finished with a textured aggregate finish.
 - Furniture: All furniture will be finished with a textured aggregate finish.
 - Fixtures: All fixtures will be finished with a textured aggregate finish.
 - Fittings: All fittings will be finished with a textured aggregate finish.
 - Appliances: All appliances will be finished with a textured aggregate finish.
 - Equipment: All equipment will be finished with a textured aggregate finish.
 - Tools: All tools will be finished with a textured aggregate finish.
 - Materials: All materials will be finished with a textured aggregate finish.

Water Conservation
 Water conservation will be achieved by the following measures:
 - Water saving devices: Water saving devices will be installed in all toilets, showers, and taps.
 - Rainwater harvesting: Rainwater harvesting will be installed to provide water for irrigation and toilet flushing.
 - Water efficient fixtures: Water efficient fixtures will be installed in all rooms.
 - Water efficient appliances: Water efficient appliances will be installed in all rooms.
 - Water efficient lighting: Water efficient lighting will be installed in all rooms.
 - Water efficient heating: Water efficient heating will be installed in all rooms.
 - Water efficient cooling: Water efficient cooling will be installed in all rooms.
 - Water efficient ventilation: Water efficient ventilation will be installed in all rooms.
 - Water efficient air conditioning: Water efficient air conditioning will be installed in all rooms.
 - Water efficient refrigeration: Water efficient refrigeration will be installed in all rooms.
 - Water efficient freezers: Water efficient freezers will be installed in all rooms.
 - Water efficient ovens: Water efficient ovens will be installed in all rooms.
 - Water efficient stoves: Water efficient stoves will be installed in all rooms.
 - Water efficient dishwashers: Water efficient dishwashers will be installed in all rooms.
 - Water efficient washing machines: Water efficient washing machines will be installed in all rooms.
 - Water efficient dryers: Water efficient dryers will be installed in all rooms.

Stormwater
 Stormwater will be managed by the following measures:
 - Stormwater harvesting: Stormwater harvesting will be installed to provide water for irrigation and toilet flushing.
 - Stormwater retention: Stormwater retention will be installed to provide water for irrigation and toilet flushing.
 - Stormwater infiltration: Stormwater infiltration will be installed to provide water for irrigation and toilet flushing.
 - Stormwater treatment: Stormwater treatment will be installed to provide water for irrigation and toilet flushing.
 - Stormwater storage: Stormwater storage will be installed to provide water for irrigation and toilet flushing.
 - Stormwater discharge: Stormwater discharge will be installed to provide water for irrigation and toilet flushing.

Waste Management
 Waste management will be achieved by the following measures:
 - Waste sorting: Waste sorting will be provided in all rooms.
 - Waste recycling: Waste recycling will be provided in all rooms.
 - Waste reuse: Waste reuse will be provided in all rooms.
 - Waste reduction: Waste reduction will be provided in all rooms.
 - Waste disposal: Waste disposal will be provided in all rooms.
 - Waste incineration: Waste incineration will be provided in all rooms.
 - Waste landfill: Waste landfill will be provided in all rooms.
 - Waste composting: Waste composting will be provided in all rooms.
 - Waste anaerobic digestion: Waste anaerobic digestion will be provided in all rooms.
 - Waste energy recovery: Waste energy recovery will be provided in all rooms.
 - Waste water recovery: Waste water recovery will be provided in all rooms.
 - Waste gas recovery: Waste gas recovery will be provided in all rooms.
 - Waste heat recovery: Waste heat recovery will be provided in all rooms.
 - Waste cold recovery: Waste cold recovery will be provided in all rooms.
 - Waste power recovery: Waste power recovery will be provided in all rooms.
 - Waste steam recovery: Waste steam recovery will be provided in all rooms.
 - Waste fuel recovery: Waste fuel recovery will be provided in all rooms.

Location and Transport
 Location and transport will be achieved by the following measures:
 - Public transport: Public transport will be provided in all rooms.
 - Cycling: Cycling will be provided in all rooms.
 - Walking: Walking will be provided in all rooms.
 - Car parking: Car parking will be provided in all rooms.
 - Car sharing: Car sharing will be provided in all rooms.
 - Carpooling: Carpooling will be provided in all rooms.
 - Car leasing: Car leasing will be provided in all rooms.
 - Car rental: Car rental will be provided in all rooms.
 - Car hire: Car hire will be provided in all rooms.
 - Car purchase: Car purchase will be provided in all rooms.
 - Car sale: Car sale will be provided in all rooms.
 - Car trade-in: Car trade-in will be provided in all rooms.
 - Car finance: Car finance will be provided in all rooms.
 - Car insurance: Car insurance will be provided in all rooms.
 - Car maintenance: Car maintenance will be provided in all rooms.
 - Car repair: Car repair will be provided in all rooms.
 - Car replacement: Car replacement will be provided in all rooms.

Urban Ecology
 Urban ecology will be achieved by the following measures:
 - Green roofs: Green roofs will be provided in all rooms.
 - Green walls: Green walls will be provided in all rooms.
 - Green facades: Green facades will be provided in all rooms.
 - Green balconies: Green balconies will be provided in all rooms.
 - Green courtyards: Green courtyards will be provided in all rooms.
 - Green terraces: Green terraces will be provided in all rooms.
 - Green patios: Green patios will be provided in all rooms.
 - Green pergolas: Green pergolas will be provided in all rooms.
 - Green gazebos: Green gazebos will be provided in all rooms.
 - Green awnings: Green awnings will be provided in all rooms.
 - Green canopies: Green canopies will be provided in all rooms.
 - Green screens: Green screens will be provided in all rooms.
 - Green shades: Green shades will be provided in all rooms.
 - Green blinds: Green blinds will be provided in all rooms.
 - Green curtains: Green curtains will be provided in all rooms.
 - Green drapes: Green drapes will be provided in all rooms.
 - Green valances: Green valances will be provided in all rooms.
 - Green shades: Green shades will be provided in all rooms.
 - Green blinds: Green blinds will be provided in all rooms.
 - Green curtains: Green curtains will be provided in all rooms.
 - Green drapes: Green drapes will be provided in all rooms.
 - Green valances: Green valances will be provided in all rooms.

Community Benefit & Innovation
 Community benefit and innovation will be achieved by the following measures:
 - Community gardens: Community gardens will be provided in all rooms.
 - Community centers: Community centers will be provided in all rooms.
 - Community halls: Community halls will be provided in all rooms.
 - Community rooms: Community rooms will be provided in all rooms.
 - Community spaces: Community spaces will be provided in all rooms.
 - Community areas: Community areas will be provided in all rooms.
 - Community facilities: Community facilities will be provided in all rooms.
 - Community services: Community services will be provided in all rooms.
 - Community programs: Community programs will be provided in all rooms.
 - Community events: Community events will be provided in all rooms.
 - Community activities: Community activities will be provided in all rooms.
 - Community projects: Community projects will be provided in all rooms.
 - Community initiatives: Community initiatives will be provided in all rooms.
 - Community partnerships: Community partnerships will be provided in all rooms.
 - Community collaborations: Community collaborations will be provided in all rooms.
 - Community networks: Community networks will be provided in all rooms.
 - Community groups: Community groups will be provided in all rooms.
 - Community organizations: Community organizations will be provided in all rooms.

AREA ANALYSIS:
 TOTAL SITE AREA = 36,356.10 SQ METERS
 WAREHOUSE AREA (TOTAL) = 14,680.00 SQ METERS
 RETAIL AREA (TOTAL) = 680.00 SQ METERS
 OFFICE AREA (TOTAL) = 3,212.76 SQ METERS
 TOTAL FLOOR AREA (GROSS) = 19,799.81 SQ METERS
 TOTAL SITE COVERAGE = 15,186.87 SQ METERS = 45.77%

CARPARK ANALYSIS
 Refer to Traffic Report completed by "Cardino" Traffic Transport & Parking Consultant Engineer for all detailed car park analysis, car parking allocation and possible reductions in required number of car spaces.

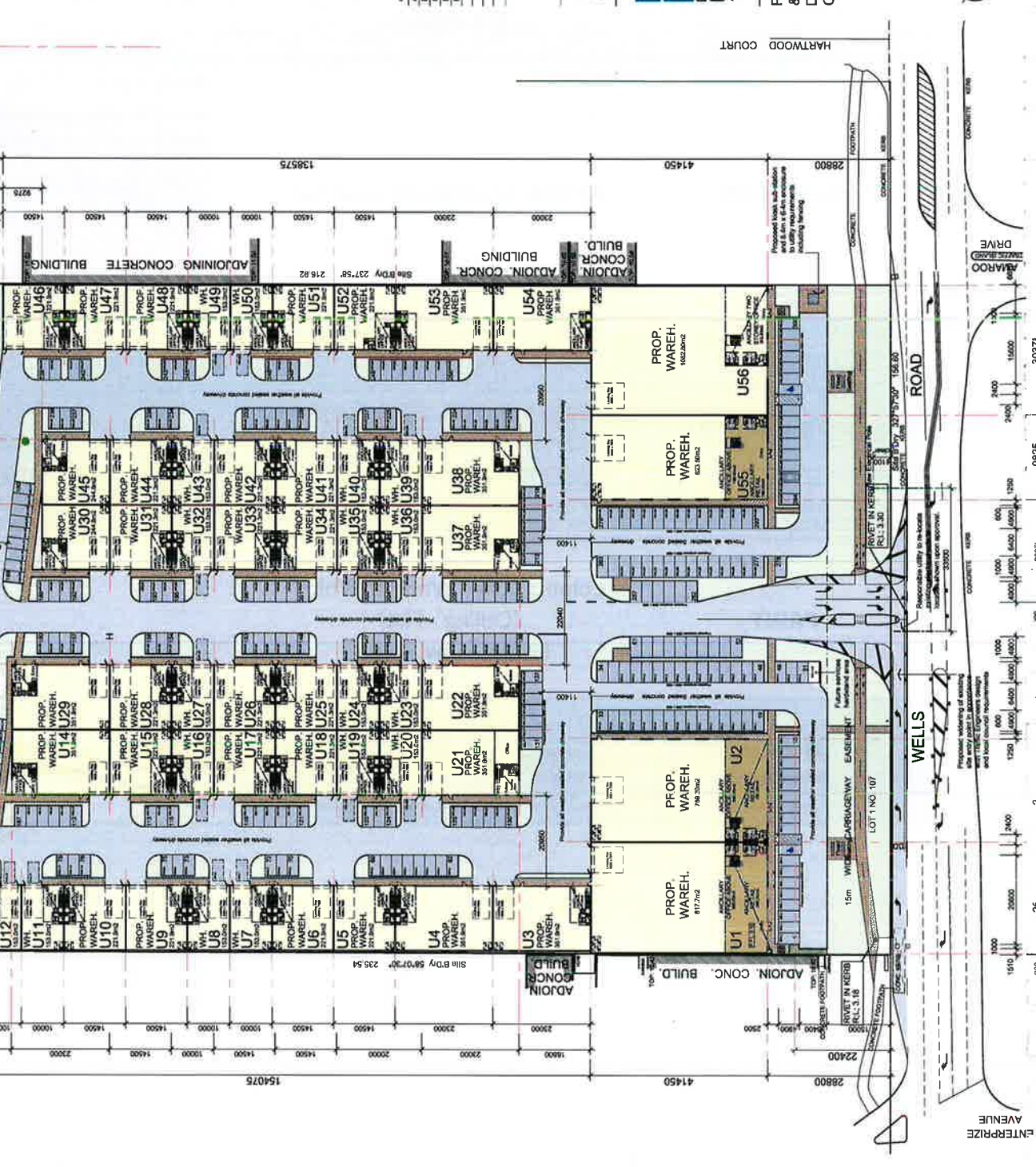
SDA REPORT
 These drawings are to be read in conjunction with the SDA Report prepared by LID Consulting dated 01/04/2015. All requirements of the report are to be read and implemented into the design and construction of the development as approved by the responsible authority.

NOTE:
 Lighting Plan to be prepared by others.

TOWN PLANNING ISSUE
 NOT TO BE USED FOR CONSTRUCTION
 Copyright in all material, including drawings, plans and other works, produced by BB Design Group Pty. Ltd. You may not reproduce, publish, broadcast, adapt or in any way disseminate any part of the drawings, plans or other works without the prior written permission of BB Design Group Pty. Ltd.

BB DESIGN GROUP
 'Creating a Working & Living Environment'
 312a Bell Street, Coburg, Vic. 3058
 PO Box 283, Batman, Vic. 3058
 (03) 9354 1544
 info@bbdesigngroup.com.au
 www.bbdesigngroup.com.au

CLIENT
 POPWELLS DEVELOPMENT
 OVERALL SITE & GROUND FLOOR PLAN LAYOUT
 DATE: AUG 2020 1:500
 SCALE: TP02
 DRAWN: M.C.
 CHECKED: B.B.
 JOB NO: 200705



Proposed Overall Site & Ground Floor Layout
 SCALE: 1:500

AREA ANALYSIS:

TOTAL SITE AREA	= 30,356.10 SQ. METERS
WAREHOUSE AREA (TOTAL)	= 14,880.00 SQ. METERS
RETAIL AREA (TOTAL)	= 860.00 SQ. METERS
OFFICE AREA (TOTAL)	= 3,216.76 SQ. METERS
TOTAL FLOOR AREA (GROSS)	= 18,956.76 SQ. METERS
TOTAL SITE COVERAGE	= 45.77%

CARPARK ANALYSIS

Refer to Traffic Report completed by "Cardno" Traffic Transport & Parking Consultant Engineer for all detailed car park analysis, car parking allocation and possible reductions in required number of car spaces.

SDA REPORT

These drawings are to be read in conjunction with the SDA Report prepared by LP Consulting dated 01/04/2015. All requirements of the report are to be incorporated into the design and construction of the development as approved by the responsible authority.

NOTE:

Lighting Plan to be prepared by others.

DATE	DESCRIPTION	M.C.
01/04/2015	SECONDARY CONSENT ISSUE	M.C.
17/04/2015	GENERAL REVISIONS	M.C.
09/05/2015	CLIENT REVISIONS	M.C.

TOWN PLANNING ISSUE

NOT TO BE USED FOR CONSTRUCTION

Copyright in all materials, including drawings, plans and written reports, produced by BB Design Group Pty. Ltd. You may not reproduce, publish, broadcast, store in a retrieval system or otherwise use any part of the drawings, plans or reports without the prior written permission of BB Design Group Pty. Ltd.

BB DESIGN GROUP

332a Bell Street, Coburg, Vic. 3058
 PO Box 283, Hartman, Vic. 3059
 (03) 9354 1544
 info@bbdesigngroup.com.au
 www.bbdesigngroup.com.au

CLIENT

PROP. MULTI-UNIT WAREHOUSE, & ANCILLARY OFFICE DEVELOPMENT AT: 107 WELLS RD, CHELSEA HEIGHTS.

POPWELLS DEVELOPMENT

OVERALL SITE & FIRST FLOOR PLAN LAYOUT

DATE	SCALE	DRAWN	CHECKED	JOB NO.	JOB NO.
AUG 2020	1:500	M.C.	B.B.	200705	200705

DISABLED STANDARD NOTES:

All entry & internal doors to provide minimum 600mm clear opening.

Provide level threshold at entry door/landing junction and maximum fall on landing of 1:40.

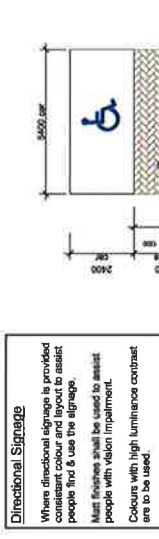
Disabled amenity room size and internal fit-out to comply with AS 1428.1:2009.

All entry fitout to be by hand.

Relaxed handle and grip heights to be provided in respect with BCA D3.8 and Spec. D3.8.8. All sanitary facilities will all to be positioned between 1200-1600mm on inside of door in accordance with AS 1428.1:2009 Clause 8.1.

All doors & handles to comply with AS 1428.1:2009 and door frames to have 30% luminance contrast to the adjacent surface. All door handles to be positioned between 900-1000mm above PL. All door handles to be positioned between 900-1000mm above PL. All door handles to be positioned between 900-1000mm above PL.

Facility indicators to be located either side of crosswalks, as required by local authority.



Directional Signage

Where directional signage is provided consistent colour and layout to assist people find & use the signage.

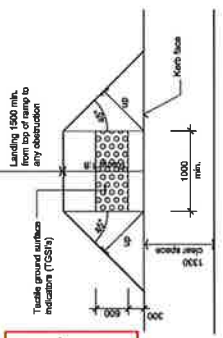
Matt finishes shall be used to assist people with vision impairment.

Colours with high luminance contrast are to be used.

Standardised symbols to be used where possible to reinforce written words.

Same Serif font to be used.

Disabled Car Space Layout



Kerb Ramp Detail (Typ.)

Legend

HATCH DENOTES ALL WEATHER SEALED CONCRETE PATTERN PAVED PATHS WITH "CHARCOAL" COLOR FINISH OR SIMILAR.

DASHED LINE DENOTES EXISTING STREET TREES TO BE REMOVED. REPLANT IN POSITIONS SHOWN IN ACCORDANCE WITH LANDSCAPE PLAN WHERE NECESSARY.

POSSIBLE LOCATION OF PROP. NEW STREET TREE. REFER TO LANDSCAPE PLAN FOR FURTHER DETAILS.

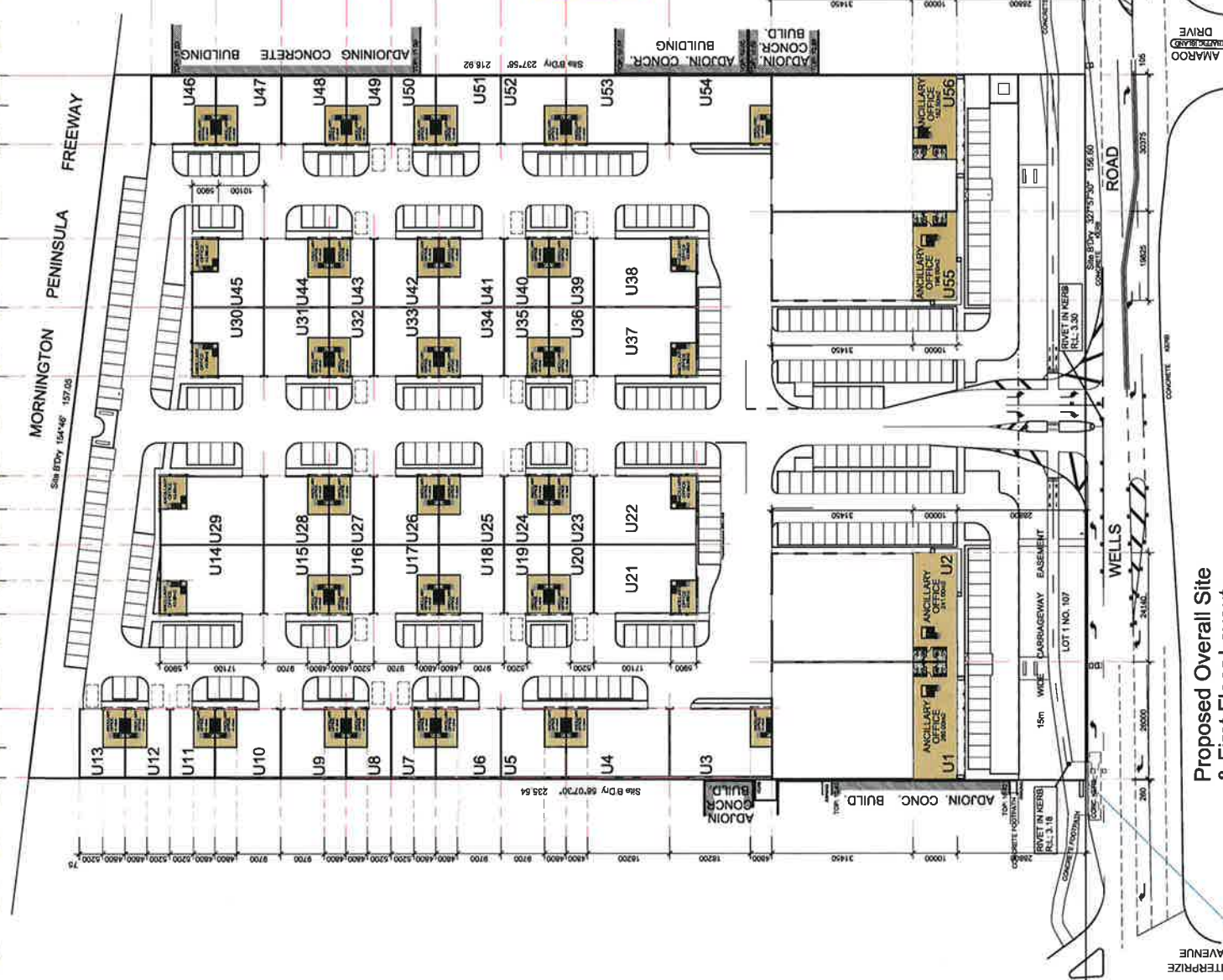
Denotes Signage to have following: All vehicles must exit OR enter in a forward facing direction.

External "Pillar Baffled" Lighting

External high efficient wall mounted lighting

Stormwater drainage to connect to Legal Point of Discharge to local authority requirements

Note: Site to be site-capped of topsoil and stockpiled on site for use in planting areas.

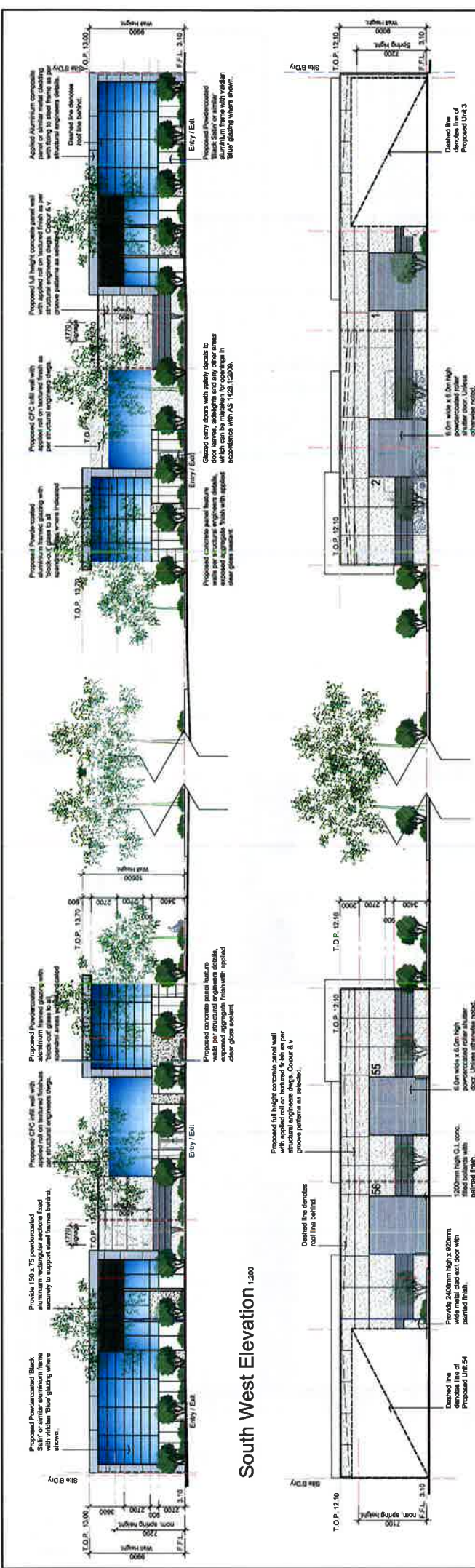


KINGSTON CITY COUNCIL

Planning and Environment Act 1987
 Kingston Planning Scheme
 Plan endorsed as part of
 Permitting Permit No: RP-2015-0292/C
 Date: 27/11/2015
 Page 2 of 9

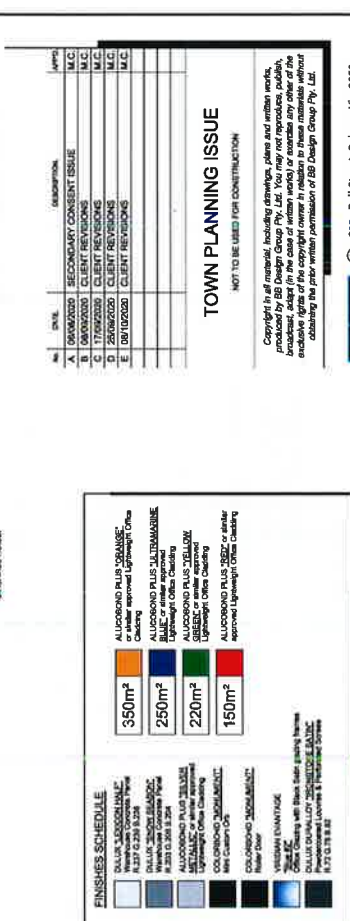
Proposed Overall Site & First Floor Layout

SCALE 1:500



South West Elevation 1:200

North-East Elevation 1:200
Units 55 - 56 & 2 - 1



North-West Elevation 1:200
Unit 55



South-East Elevation 1:200
Units 1 - 2

DATE	DESCRIPTION
10/04/2020	SECONDARY CONSENT ISSUE
10/04/2020	CLIENT REVISIONS
10/04/2020	CLIENT REVISIONS
10/04/2020	CLIENT REVISIONS
10/04/2020	CLIENT REVISIONS
10/04/2020	CLIENT REVISIONS

TOWN PLANNING ISSUE

NOT TO BE USED FOR CONSTRUCTION

Copyright in all material, including drawings, plans and written works, produced by BB Design Group Pty. Ltd. You may not reproduce, publish, broadcast, adapt in the case of written works or transmit any other of the information contained in this document without the prior written permission of BB Design Group Pty. Ltd.

BB DESIGN GROUP
 'Creating a Working & Living Environment'
 312a Bell Street, Coburg, Vic. 3059
 PO Box 283, Balmah, Vic. 3098
 (03) 9354 1544
 info@bbdesigngroup.com.au
 www.bbdesigngroup.com.au

PROJECT
 PROP. MULTI-UNIT WAREHOUSE,
 & ANCILLARY OFFICE
 DEVELOPMENT AT: 107 WELLS RD,
 CHELSEA HEIGHTS.

CLIENT
 POPWELLS
 DEVELOPMENT
 DRAWING TITLE
 ELEVATIONS 01

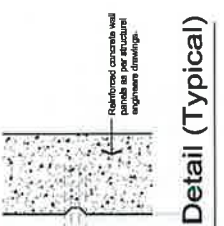
DATE	SCALE	DWG NO.
AUG 2020	1:500	TP04
DRAWN	CHECKED	JOB NO.
M.C.	B.B.	200705

FINISHES SCHEDULE

ALUCOBOND PLUS COGNAC	550m ²
ALUCOBOND PLUS ULTIMA MARINE	250m ²
ALUCOBOND PLUS SYDNEY	220m ²
ALUCOBOND PLUS BECCO	150m ²

Plus endorsed as part of Kingston Planning Scheme
 Planning Permit No: KP-2015292-C
 Council Delegate: Amy Lin
 Date: 10/08/2016
 Page 3 of 9

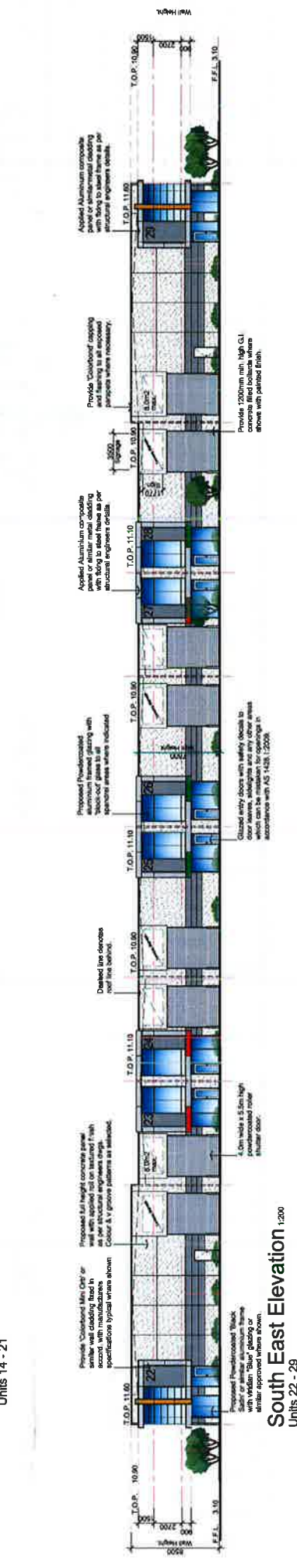
KINGSTON CITY COUNCIL
 Planning and Environment Act 1987
 Kingston Planning Scheme
 Plus endorsed as part of
 Planning Permit No: KP-2015292-C
 Council Delegate: Amy Lin
 Date: 10/08/2016
 Page 3 of 9



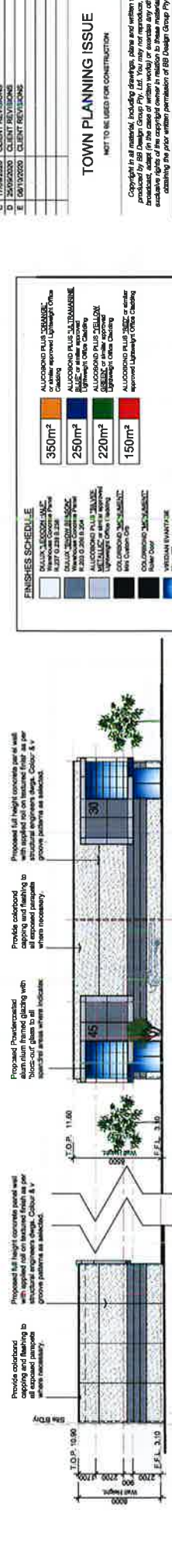
V-Groove Detail (Typical)
SCALE 1:5



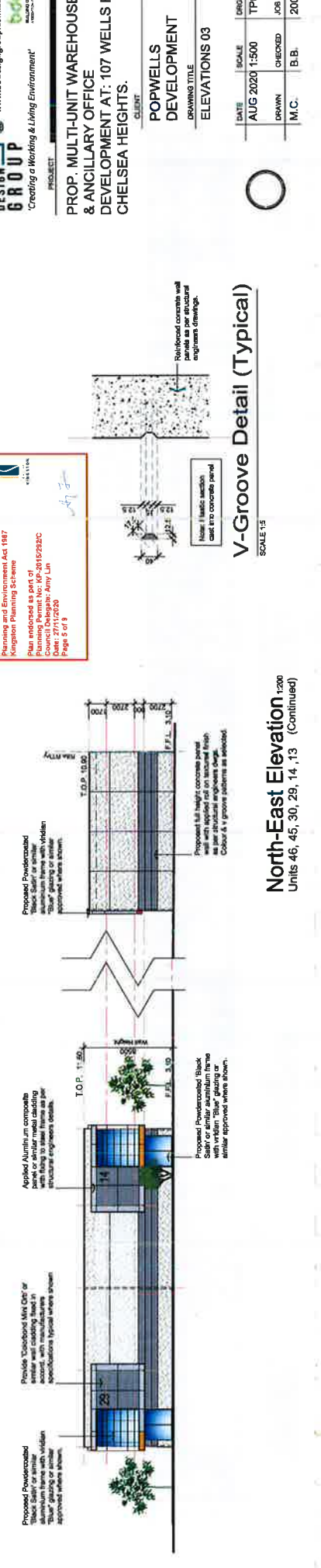
North-West Elevation 1:200
Units 14 - 21



South East Elevation 1:200
Units 22 - 29



North-East Elevation 1:200
Units 46, 45, 30, 29, 14, 13



V-Groove Detail (Typical)
SCALE 1:5

Proposed full height concrete panel with applied aluminium composite panel or similar metal cladding as per structural engineers design. Colour & v groove patterns as selected.

Proposed Powdercoated Black Slat or similar aluminium frame with vitrolite 'Blue' glazing or similar approved where shown.

Applied Aluminium composite panel or similar metal cladding with finishing to all exposed structural engineers details.

Proposed Powdercoated aluminium framed glazing with black-out glass to all exposed areas where indicated.

Applied Aluminium composite panel or similar metal cladding with finishing to all exposed structural engineers details.

Provide 1200mm min. high G.I. concrete slab details where shown with drilled flash.

Provide 'Colorbond Plus' concrete panel with applied rail on textured flash as per structural engineers details. Colour & v groove patterns as selected.

Proposed Powdercoated 'Black Slat' or similar aluminium frame with vitrolite 'Blue' glazing or similar approved where shown.

Provide 1200mm min. high G.I. concrete filled hollows where shown with perforated flash.

Provide 'Colorbond' capping panels or similar approved where necessary.

Applied Aluminium composite panel or similar metal cladding with finishing to all exposed structural engineers details.

Proposed Powdercoated aluminium framed glazing with black-out glass to all exposed areas where indicated.

Proposed full height concrete panel with applied aluminium composite panel or similar metal cladding as per structural engineers design. Colour & v groove patterns as selected.

Provide 1200mm min. high G.I. concrete filled hollows where shown with drilled flash.

Proposed full height concrete panel with applied aluminium composite panel or similar metal cladding as per structural engineers design. Colour & v groove patterns as selected.

Proposed Powdercoated Black Slat or similar aluminium frame with vitrolite 'Blue' glazing or similar approved where shown.

Proposed full height concrete panel with applied aluminium composite panel or similar metal cladding as per structural engineers design. Colour & v groove patterns as selected.

Proposed full height concrete panel with applied aluminium composite panel or similar metal cladding as per structural engineers design. Colour & v groove patterns as selected.

Proposed full height concrete panel with applied aluminium composite panel or similar metal cladding as per structural engineers design. Colour & v groove patterns as selected.

Proposed full height concrete panel with applied aluminium composite panel or similar metal cladding as per structural engineers design. Colour & v groove patterns as selected.

Proposed full height concrete panel with applied aluminium composite panel or similar metal cladding as per structural engineers design. Colour & v groove patterns as selected.

Proposed full height concrete panel with applied aluminium composite panel or similar metal cladding as per structural engineers design. Colour & v groove patterns as selected.

Proposed full height concrete panel with applied aluminium composite panel or similar metal cladding as per structural engineers design. Colour & v groove patterns as selected.

Proposed full height concrete panel with applied aluminium composite panel or similar metal cladding as per structural engineers design. Colour & v groove patterns as selected.

Proposed full height concrete panel with applied aluminium composite panel or similar metal cladding as per structural engineers design. Colour & v groove patterns as selected.

Proposed full height concrete panel with applied aluminium composite panel or similar metal cladding as per structural engineers design. Colour & v groove patterns as selected.

Proposed full height concrete panel with applied aluminium composite panel or similar metal cladding as per structural engineers design. Colour & v groove patterns as selected.

Proposed full height concrete panel with applied aluminium composite panel or similar metal cladding as per structural engineers design. Colour & v groove patterns as selected.

Proposed full height concrete panel with applied aluminium composite panel or similar metal cladding as per structural engineers design. Colour & v groove patterns as selected.

Proposed full height concrete panel with applied aluminium composite panel or similar metal cladding as per structural engineers design. Colour & v groove patterns as selected.

Proposed full height concrete panel with applied aluminium composite panel or similar metal cladding as per structural engineers design. Colour & v groove patterns as selected.

Proposed full height concrete panel with applied aluminium composite panel or similar metal cladding as per structural engineers design. Colour & v groove patterns as selected.

REV	DATE	DESCRIPTION
A	10/09/2020	SECONDARY CONSENT ISSUE
B	08/02/2021	CLIENT REVISIONS
C	15/02/2021	CLIENT REVISIONS
D	23/04/2020	CLIENT REVISIONS
E	18/10/2020	CLIENT REVISIONS

TOWN PLANNING ISSUE
NOT TO BE USED FOR CONSTRUCTION

Copyright in all material, including drawings, plans and written works, produced by BB Design Group Pty. Ltd. You may not reproduce, publish, or otherwise disseminate any part of this material without the exclusive rights of the copyright owner in relation to these materials without obtaining the prior written permission of BB Design Group Pty. Ltd.

BB DESIGN GROUP
Creating a Working & Living Environment

312a Bell Street, Coburg, Vic. 3058
PO Box 283, Balmuir, Vic. 3058
(03) 9354 1544
info@bbdesigngroup.com.au
www.bbdesigngroup.com.au

PROJECT: POPWELLS DEVELOPMENT ELEVATIONS 03
CLIENT: POPWELLS DEVELOPMENT ELEVATIONS 03

PROJ. MULTI-UNIT WAREHOUSE, & ANCILLARY OFFICE DEVELOPMENT AT: 107 WELLS RD, CHELSEA HEIGHTS.

DATE	SCALE	DRG NO.
AUG 2020	1:500	TP06

DRAWN	CHECKED	JOB NO.
M.C.	B.B.	200705

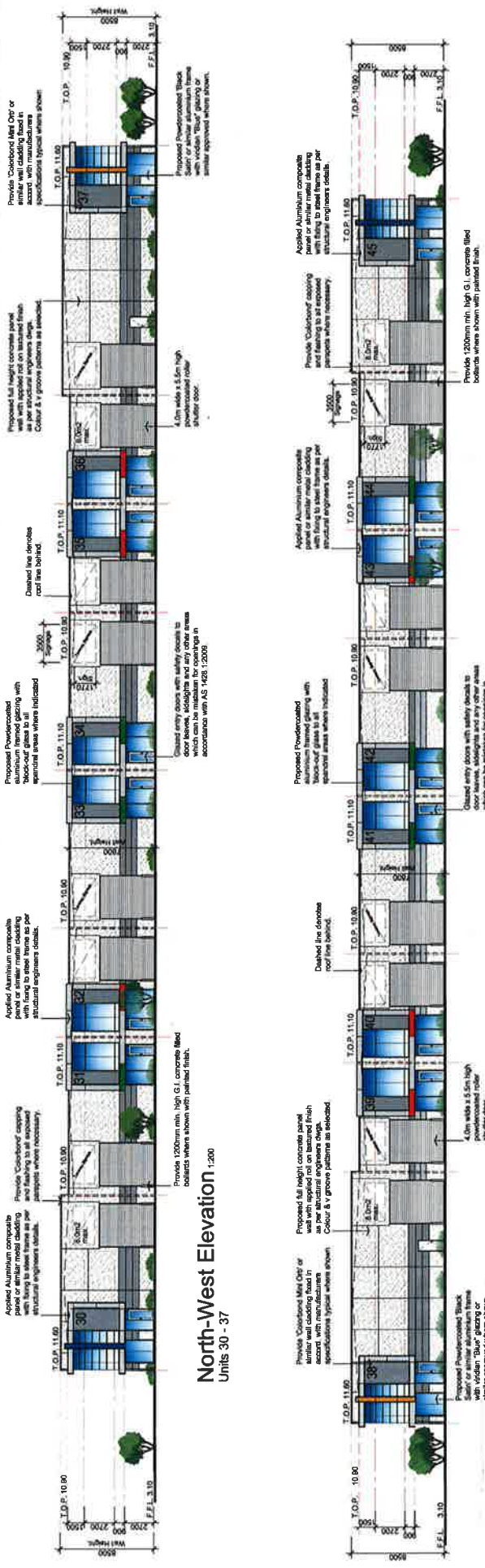
FINISHES SCHEDULE

ALUCOBOND PLUS CONCRETE	350m ²
ALUCOBOND PLUS ALUMINIUM	250m ²
ALUCOBOND PLUS YELLOW	220m ²
ALUCOBOND PLUS GREEN	150m ²
ALUCOBOND PLUS RED	150m ²

KINGSTON CITY COUNCIL
Planning and Environment Act 1987
Anglian Planning Scheme

Plan endorsed as part of
Anglian Planning Scheme No. 19-2019-23C
Council Decision: 14/19/141
Date: 27/11/2020
Page 5 of 5

North-East Elevation 1:200
Units 46, 45, 30, 29, 14, 13 (Continued)



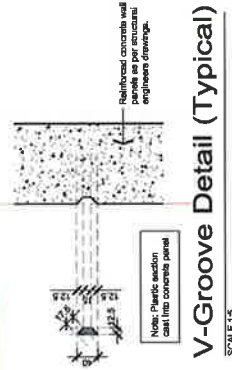
North-West Elevation 1:200
Units 30 - 37

South East Elevation 1:200
Units 38-45

South West Elevation 1:200
Units 21 - 22 & 37 - 38

FINISHES SCHEDULE	
	DALSA 'LEONARDO' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling
	DALSA 'SOLARIS' or similar approved Lightweight Office Ceiling

BRISBANE CITY COUNCIL
 Planning Department
 Kingstons Planning Scheme
 Plan endorsed as part of
 Planning Permit No. KP-2018-293C
 Council Delegate: Amy Lin
 Page 6 of 9



V-Groove Detail (Typical)
SCALE 1:5

NO.	DATE	DESCRIPTION
A	09/08/2020	SECONDARY CONSENT ISSUE
B	09/08/2020	M.C.
C	17/08/2020	CLIENT REVISIONS
D	25/08/2020	CLIENT REVISIONS
E	01/10/2020	CLIENT REVISIONS

TOWN PLANNING ISSUE

NOT TO BE USED FOR CONSTRUCTION

Copyright is held by BB Design Group Pty Ltd. You may not reproduce, distribute, broadcast, sell, or otherwise use any part of this document without the written consent of BB Design Group Pty Ltd. All rights reserved.

BB DESIGN GROUP
 'Creating a Working & Living Environment'
 312a Bell Street, Coburg, Vic. 3038
 PO Box 283, Balmora, Vic. 3038
 (03) 9354 1544
 info@bbdesigngroup.com.au
 www.bbdesigngroup.com.au

PROJECT
 PROP. MULTI-UNIT WAREHOUSE,
 & ANCILLARY OFFICE
 DEVELOPMENT AT: 107 WELLS RD,
 CHELSEA HEIGHTS.

CLIENT
 POPWELLS
 DEVELOPMENT
 DRAWING TITLE
 ELEVATIONS 04

DATE SCALE
 AUG 2020 1:500

DWG NO. TP07
JOB NO.
CHECKED B.B.
DRAWN M.C.
DATE 200705

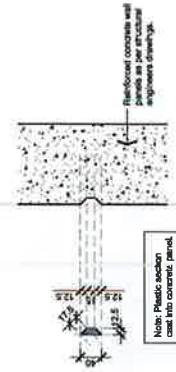


North-West Elevation
Units 46-54
SCALE 1:200

FINISHES SCHEDULE	
	FLAKS ALUCOBOND PLUS Weatherable Composite Panel R:27 D:28 B:28
	ALUCOBOND PLUS 350/200/30 Weatherable Composite Panel R:27 D:28 B:28
	ALUCOBOND PLUS 220/200/30 Weatherable Composite Panel R:27 D:28 B:28
	ALUCOBOND PLUS 150/200/30 Weatherable Composite Panel R:27 D:28 B:28
	COLORBOND 200/200/30 Weatherable Composite Panel R:27 D:28 B:28
	COLORBOND 150/200/30 Weatherable Composite Panel R:27 D:28 B:28
	ALUCOBOND PLUS 350/200/30 Weatherable Composite Panel R:27 D:28 B:28
	ALUCOBOND PLUS 220/200/30 Weatherable Composite Panel R:27 D:28 B:28
	ALUCOBOND PLUS 150/200/30 Weatherable Composite Panel R:27 D:28 B:28

WARRINGEE CITY SCHOOLS
Planning and Environment Act 1947
Kingston Planning Scheme
Plan endorsed as part of
Planning Permit No: KP-2018/2526C
Council Delegate: Amy Lu
10/02/2020
Page 7 of 9

V-Groove Detail (Typical)
SCALE 1:5



NO.	DATE	DESCRIPTION
A.	06/05/2020	SECONDARY CONSENT ISSUE
B.	06/05/2020	CLIENT REVISIONS
C.	17/05/2020	CLIENT REVISIONS
D.	17/05/2020	CLIENT REVISIONS
E.	08/10/2020	CLIENT REVISIONS

TOWN PLANNING ISSUE
NOT TO BE USED FOR CONSTRUCTION

Copyright in all material including drawings, plans and written works, produced by BB Design Group Pty. Ltd. You may not reproduce, publish, broadcast, adapt (in the case of written works) or otherwise use any part of the drawings, plans or written works without the prior written permission of BB Design Group Pty. Ltd.

BB DESIGN GROUP
CREATING A WORKING & LIVING ENVIRONMENT

312a Bell Street, Coburg, Vic. 3058
PO Box 283, Barmen, Vic. 3058
(03) 9354 1544
info@bbdesigngroup.com.au
www.bbdesigngroup.com.au



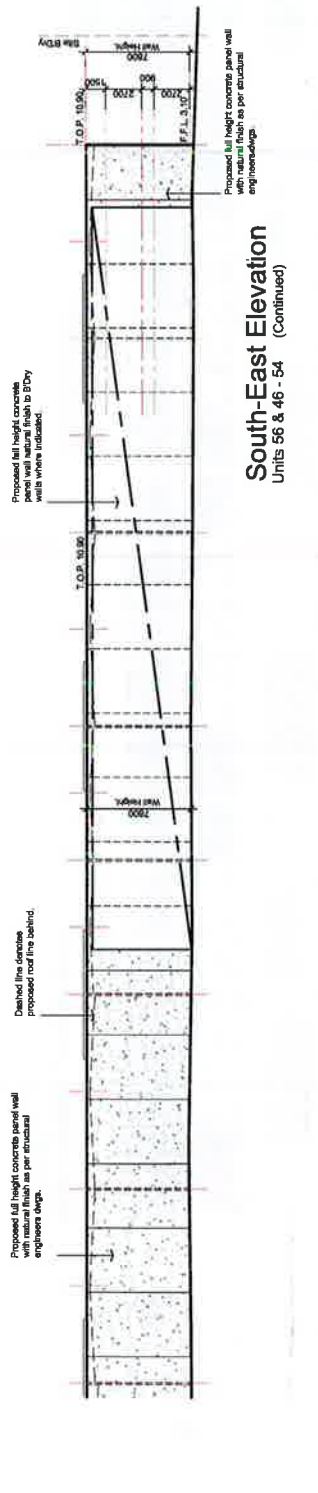
South-East Elevation
Units 56 & 46 - 54
SCALE 1:200

PROJECT
PROP. MULTI-UNIT WAREHOUSE, & ANCILLARY OFFICE DEVELOPMENT AT: 107 WELLS RD, CHELSEA HEIGHTS.

CLIENT
POPWELLS DEVELOPMENT ELEVATIONS 05

DATE AUG 2020
SCALE 1:200
DRG NO. TP08
DRAWN M.C.
CHECKED B.B.
JOB NO. 200705

South-East Elevation
Units 56 & 46 - 54
(Continued)



DATE
23/3/18

NORTH:

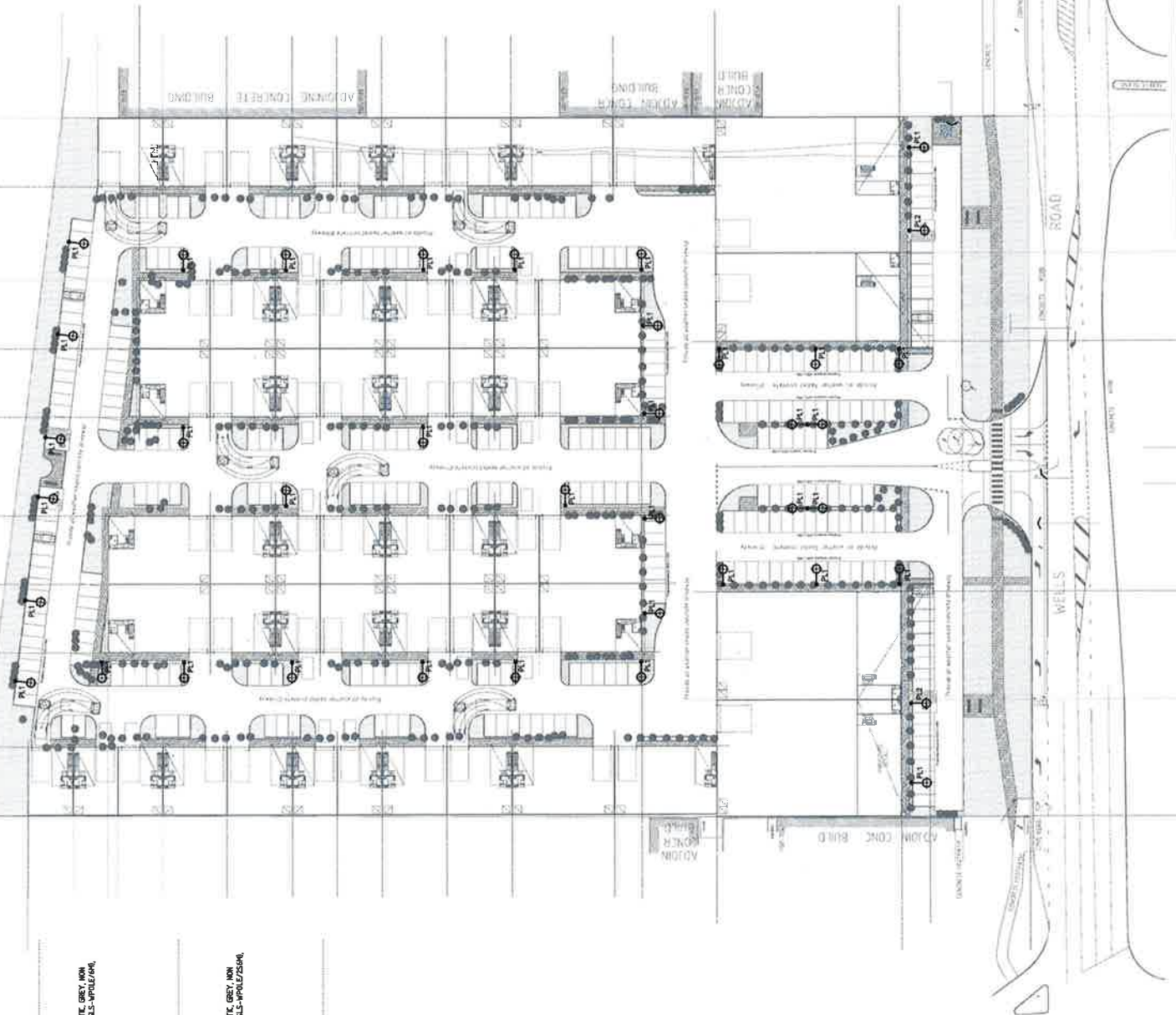

ARCHITECT:



NJMdesign
consulting engineers
140 Bridge Street
Aurora NSW 1517
Tel: (02) 9639 4100
Fax: (02) 9639 4177
Email: info@njmdesign.com.au
www.njmdesign.com.au

PROJECT:
PROP MULTIHUIT WAREHOUSE &
ANCILLARY OFFICE DEVELOPMENT
107 WELLS RD, CHELSEA HEIGHTS
FOR:
STELLER 228 PTY LTD

TITLE: ELECTRICAL SERVICES SITE PLAN LIGHTING LAYOUT	
WORK STAGE: PRELIMINARY	DRAWN/APPROVED:
DATE: JANUARY 2018	SCALE: 1:500 @ A1
PROJECT NO: 5105	NO. OF SHEETS: 1 of 1
DRAWING NO: E01	REVISION:



LIGHTING LEGEND



P1
37V LED STREET LIGHT, 3748mm, 14000K, AREA 07 OPTIC, GREY, NON DIMMABLE MOUNTED ON AN HEBT GALVANISED POLE (SLS-WP01E/694), SINGLE SPOT & POINTING ACCESSORIES.
SLS-WP02ZS1L0261

P2
55W LED STREET LIGHT, 5417mm, 14000K, AREA 07 OPTIC, GREY, NON DIMMABLE MOUNTED ON AN HEBT GALVANISED POLE (SLS-WP01E/7594), DOUBLE SPOT & POINTING ACCESSORIES.
SLS-WP02ZS1L0261

KIMSTON CITY COUNCIL
Planning and Environment Act 1987
Kingsdon Planning Scheme
Plan endorsed as part of
Planning Permit No: KP-2016/0252C
Prepared by: Engineers: Amy Lim
Date: 27/1/2018
Page 8 of 8

HENLEY LLC

ABN 16569376707
Suites 2-6
1378A Toorak Road
Camberwell Victoria 3124 Australia
T: +61 3 9889 7988
Licence No. 001540L and 001541L

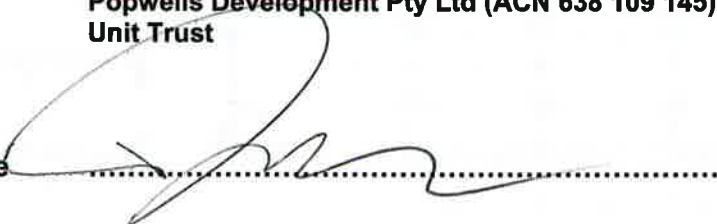
Vendor Statement

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 7**, 107 Wells Road Chelsea Heights 3196

Vendor's name **Popwells Development Pty Ltd (ACN 638 109 145) ATF Popwells Unit Trust**

Vendor's Signature

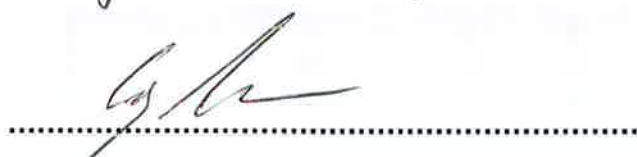


Date: **5 February 2021**

Purchaser's name

Craig Healdore &/or Nominee

Purchaser's Signature



Date:

12/06/ 2021

1. FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

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

If any, is contained in the attached certificate.

1.3 Terms Contract

This section 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 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.

1.5 Part 8B of the Local Government Act 1989 (Vic)

This section only applies if this vendor statement is in respect of a contract which provides that any cladding rectification agreement has been entered into.

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

This section 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 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. The vendor is unaware of any unregistered or implied easement, covenant or other similar restriction affecting the land.

- (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 an area that is designated as a bushfire prone area under section 192A of the *Building Act 1993*, a statement that the land is in such an area 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:

The vendor has no way of knowing the contents of any of the documents referred to above unless communicated to the vendor by the relevant authority and if any, it is contained in the attached certificates and searches.

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:

The vendor has no way of knowing the contents of any of the documents referred to above unless communicated to the vendor by the relevant authority and if any, it is contained in the attached certificates and searches.

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:

The vendor has no way of knowing the contents of any of the documents referred to above unless communicated to the vendor by the relevant authority and if any, it is contained in the attached certificates and searches.

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):

Not Applicable.

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*.

The land is currently not affected by an Owners Corporation. However, there will be Owners Corporation upon the registration of the plan of subdivision

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8. 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"/>

9. TITLE

Attached are copies of the following documents:

9.1 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.

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Plan of Subdivision PS822585J is not yet registered.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. 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 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. 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/and or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Is attached

13. 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)

Due Diligence Checklist



What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 09948 FOLIO 823

Security no : 124083158270E
Produced 15/05/2020 05:05 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 216718M.
PARENT TITLE Volume 09826 Folio 913
Created by instrument LP216718M 11/05/1990

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
POPWELLS DEVELOPMENT PTY LTD of 38 BRINDLEY STREET DANDENONG SOUTH VIC 3175
AT051648V 05/03/2020

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE LP216718M FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AT035916N (E)	REMOVAL OF NOMINATION	Completed	28/02/2020
AT036018S (E)	NOMINATION OF ECT TO LC	Completed	28/02/2020
AT051645C (E)	WITHDRAWAL OF CAVEAT	Registered	05/03/2020
AT051646A (E)	WITHDRAWAL OF CAVEAT	Registered	05/03/2020
AT051647X (E)	DISCHARGE OF MORTGAGE	Registered	05/03/2020
AT051648V (E)	TRANSFER	Registered	05/03/2020

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

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

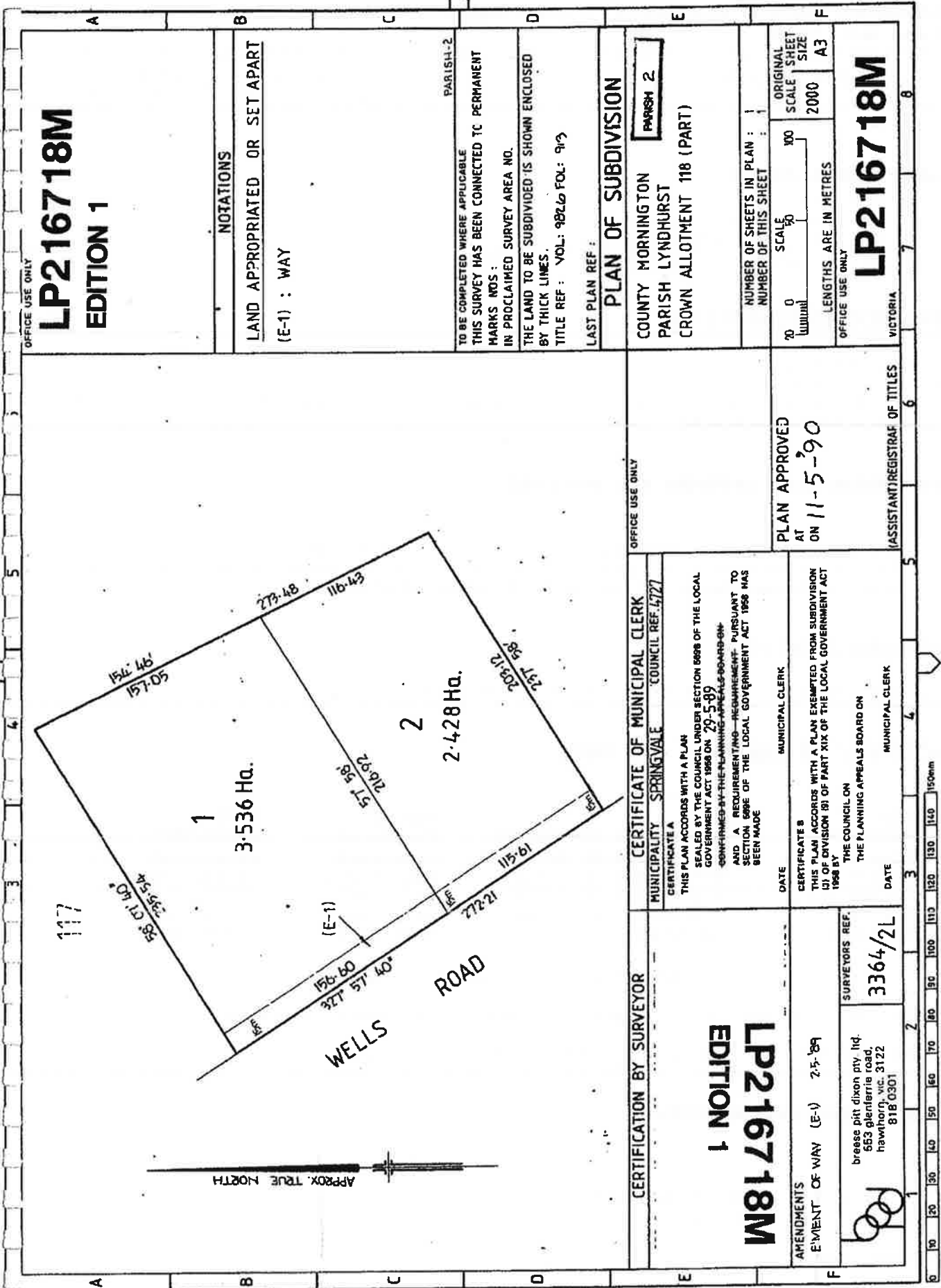
Street Address: 107 WELLS ROAD CHELSEA HEIGHTS VIC 3196

ADMINISTRATIVE NOTICES

NIL

eCT Control 22778E HENLEY LLC
Effective from 05/03/2020

DOCUMENT END



PLAN OF SUBDIVISION

LV use only
EDITION

PS 822585J

Location of Land

Parish: LYNDHURST
 Township: -
 Section: -
 Crown Allotment: 118 (PART)
 Crown Portion: -
 Title Reference: VOL. 9948 FOL. 823
 Last Plan Reference: LOT 1 ON LP216718M
 Postal Address: 107 WELLS ROAD
 (at time of subdivision) CHELSEA HEIGHTS 3196
 MGA Co-ordinates (of approx. centre of land in plan) E 336 415 N 5 788 750 Zone: 55 GDA 94

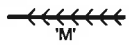
Council Certification and Endorsement

Council Name: KINGSTON CITY COUNCIL Ref:

Vesting of Roads and/or Reserves

Notations

Identifier	Council/Body/Person
NIL	NIL

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.
 LOCATION OF BOUNDARIES DEFINED BY BUILDINGS
 MEDIAN: BOUNDARIES MARKED 'M' SHOWN THUS 
 EXTERIOR FACE: ALL OTHER BOUNDARIES
 THICK BROKEN LINES DEFINE PROJECTION OF BOUNDARIES.
 P - PROJECTION
 COMMON PROPERTY No. 1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS 1 to 56 (BOTH INCLUSIVE)
 CP No. 1 - COMMON PROPERTY No. 1

Notations

Depth Limitation DOES NOT APPLY

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.

Staging This is a staged subdivision Planning Permit No.
 Survey This plan is based on survey
 This survey has been connected to permanent marks no(s) in Proclaimed Survey Area No.

Easement Information

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

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

Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1	WAY	15	LP216715M	LOTS ON LP216715M SOUTH EAST WATER CORPORATION
E-1	SEWERAGE	15	THIS PLAN	

WARNING
 THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

LAND DIMENSIONS



A.C.N. 129 548 054
 Level 1 Suite 2
 327 Police Road, Mulgrave
 Tel: (03) 9790 0399
 www.landdimensions.net.au

SURVEYORS FILE REF: 18188S-COMPILED PLAN

LICENSED SURVEYOR: ANDREAS CIRUGEDA
 VERSION B4

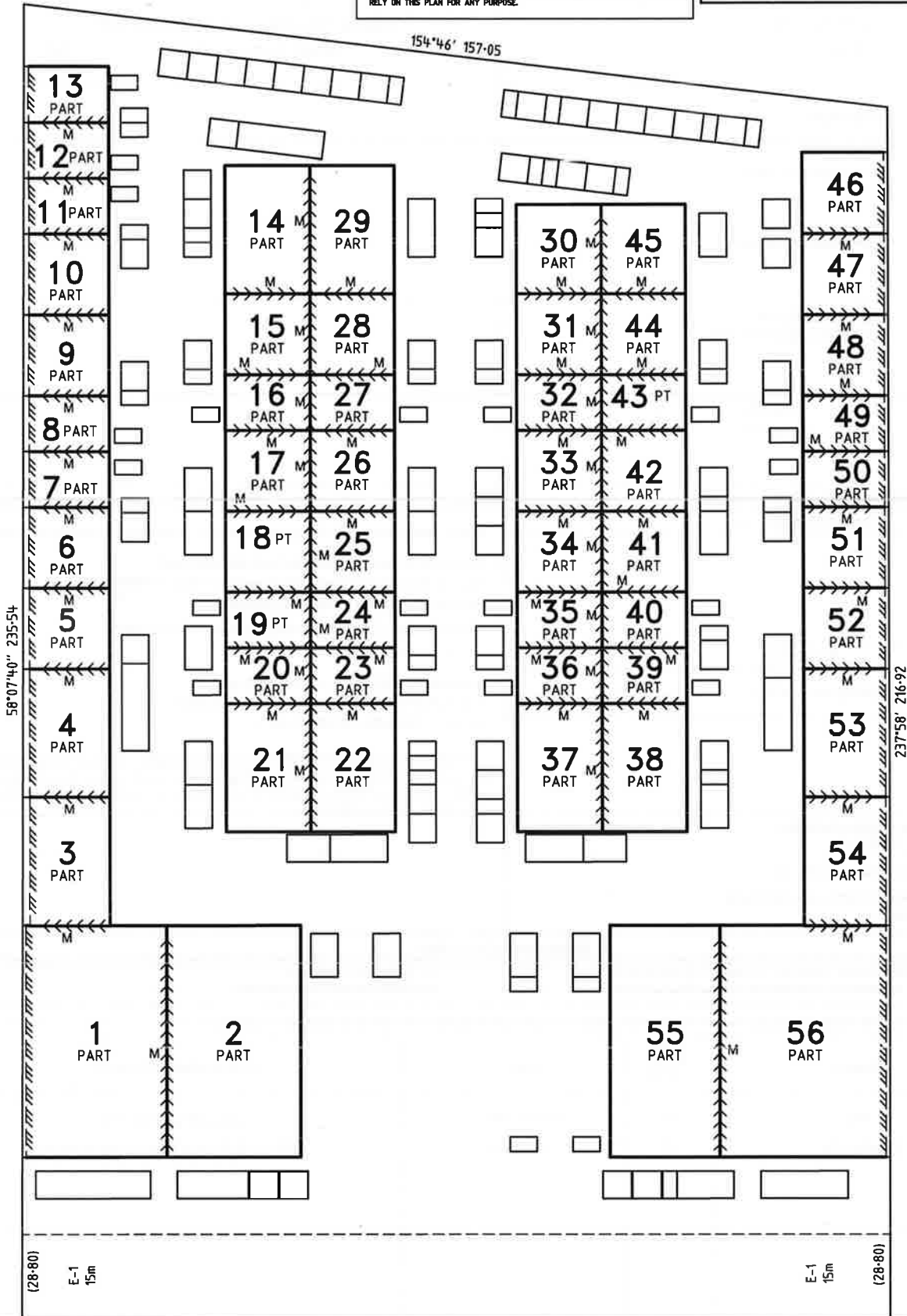
ORIGINAL SHEET
 SIZE: A3

SHEET 1 OF 15 SHEETS

WARNING

THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

PS 822585J



HARTWOOD COURT

WELLS ROAD

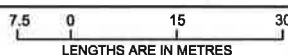
DIAGRAM 1
SITE PLAN AND GROUND FLOOR
SEE SHEETS 3 TO 12 (BOTH INCLUSIVE)
FOR ENLARGEMENTS

LAND DIMENSIONS



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

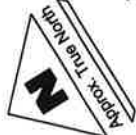
SCALE
1:750



LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: 18188-COMPILED PLAN
VERSION B4

ORIGINAL SHEET
SIZE: A3

SHEET 2



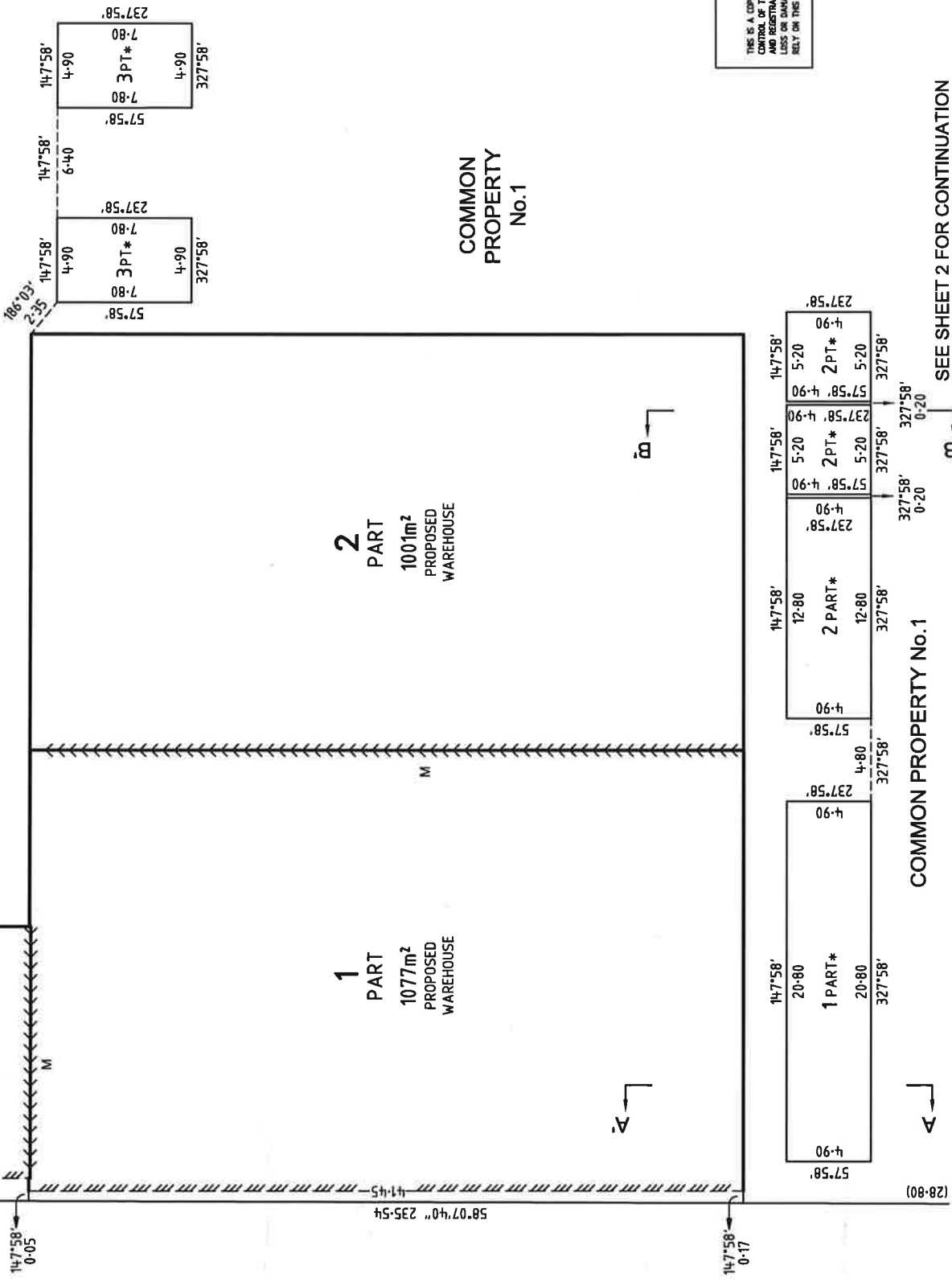
SEE SHEET 5 FOR CONTINUATION
COMMON PROPERTY No.1

3 PART

1 PART
1077m²
PROPOSED
WAREHOUSE

2 PART
1001m²
PROPOSED
WAREHOUSE

COMMON
PROPERTY
No.1



SEE SHEET 4 FOR CONTINUATION

PS 822585J

WARNING
THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE MADE, THE USER MUST BE AWARE THAT THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACCURACY OF THE INFORMATION PROVIDED IN THIS PLAN AND THE USER MUST RELY ON THIS PLAN FOR ANY PURPOSE.
LESSOR: ANDREAS CIRUGEDA
LESSEE: ANDREAS CIRUGEDA

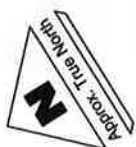
ENLARGEMENT 1
DIAGRAM 1 (PART)
GROUND FLOOR

SEE SHEET 2 FOR CONTINUATION

SCALE 1:250	2.5 0 5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 3
LICENSED SURVEYOR: ANDREAS CIRUGEDA SURVEYOR'S FILE REF: 18188-COMPILED PLAN VERSION B4			

A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au





SEE SHEET 6 FOR CONTINUATION

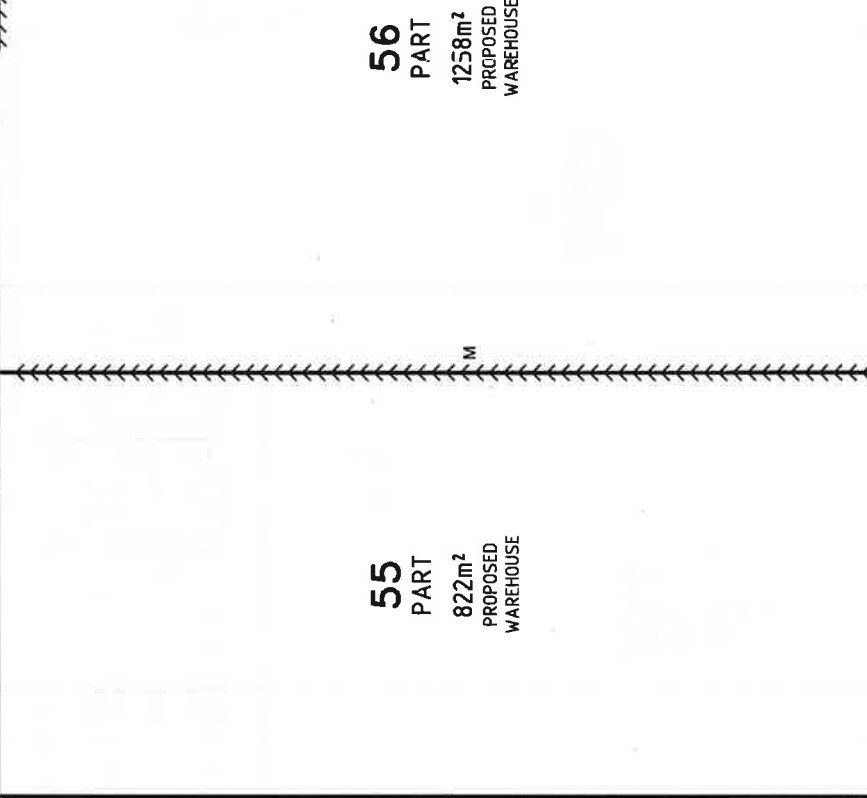
COMMON PROPERTY No.1

PS 822585J



54 PART

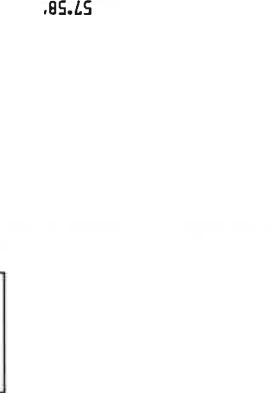
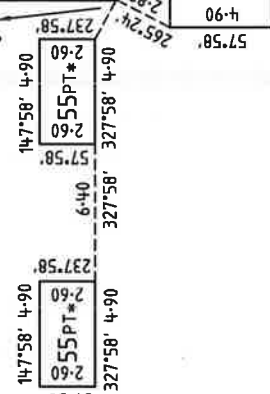
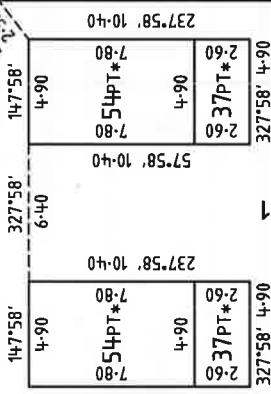
147'58'
0-11



55 PART
822m²
PROPOSED
WAREHOUSE

56 PART
1258m²
PROPOSED
WAREHOUSE

COMMON PROPERTY No.1



COMMON PROPERTY No.1

SEE SHEET 2 FOR CONTINUATION

SEE SHEET 3 FOR CONTINUATION

WARNING
THIS IS A COPY OF AN UNREGISTERED PLAN, AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION. LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

ENLARGEMENT 2
DIAGRAM 1 (PART)
GROUND FLOOR

A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0999
www.landdimensions.net.au



LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: 18188-COMPILED PLAN
VERSION B4

SCALE
1:250



LENGTHS ARE IN METRES

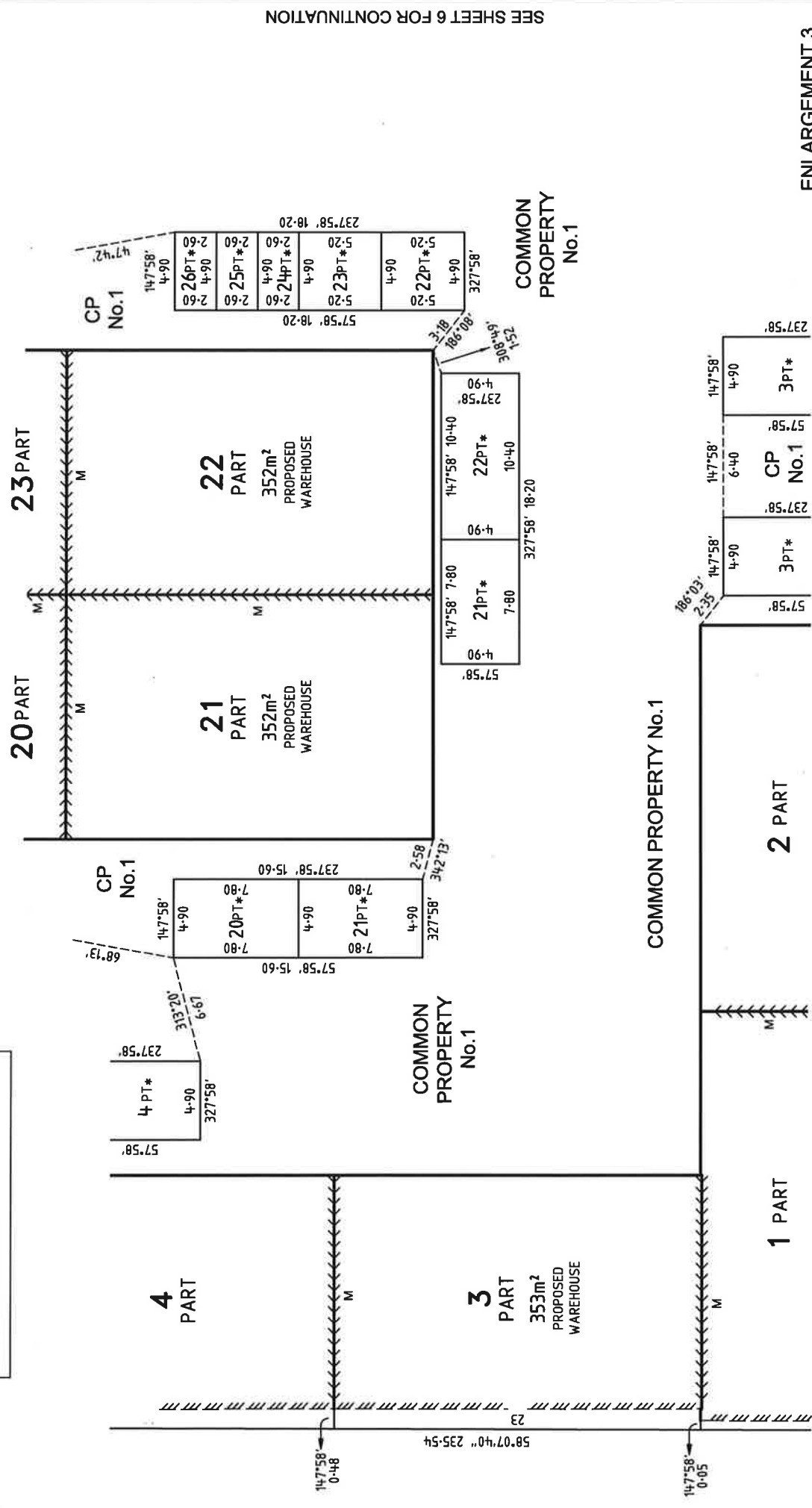
ORIGINAL SHEET
SIZE: A3

SHEET 4

PS 822585J

SEE SHEET 7 FOR CONTINUATION

WARNING
THIS IS A COPY OF AN UNREGISTERED PLAN AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION. LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE INCURRED BY ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.



SEE SHEET 6 FOR CONTINUATION

COMMON PROPERTY No.1

COMMON PROPERTY No.1

ENLARGEMENT 3
DIAGRAM 1 (PART)
GROUND FLOOR

SEE SHEET 3 FOR CONTINUATION

A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au



ORIGINAL SHEET SIZE: A3

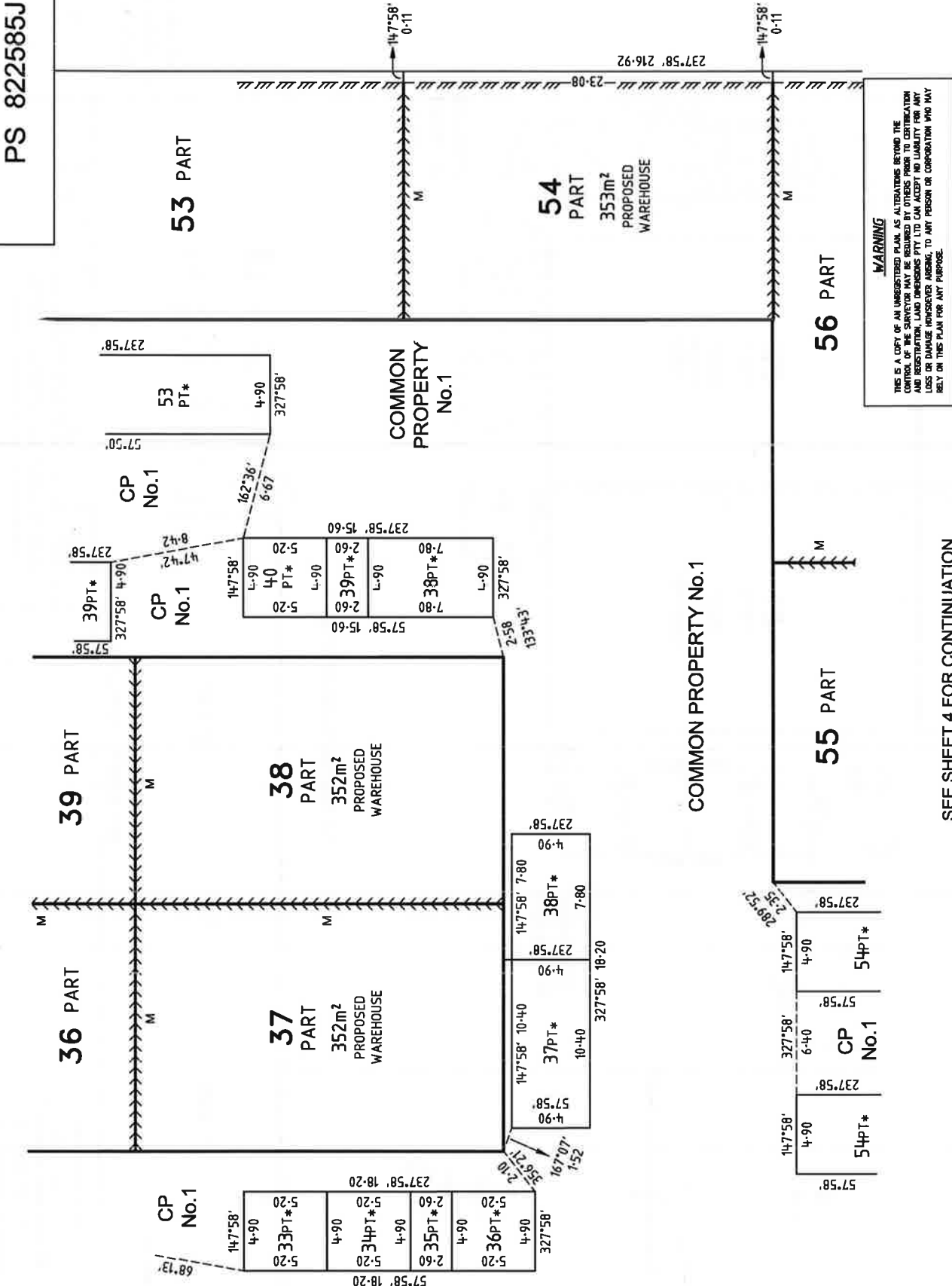
SHEET 5

SCALE 1:250
LENGTHS ARE IN METRES
LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: 18188-COMPILED PLAN
VERSION B4



SEE SHEET 5 FOR CONTINUATION

SEE SHEET 8 FOR CONTINUATION



WARNING
THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, LAND DIMENSIONS PT LTD CAN ACCEPT NO LIABILITY FOR ANY LOSSES OR DAMAGE INCURRED AS A RESULT OF ANY PRESENT OR FUTURE ALTERATIONS TO THIS PLAN FOR ANY PURPOSE.

SCALE
1:250
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 6

SEE SHEET 4 FOR CONTINUATION

ENLARGEMENT 4
DIAGRAM 1 (PART)
GROUND FLOOR



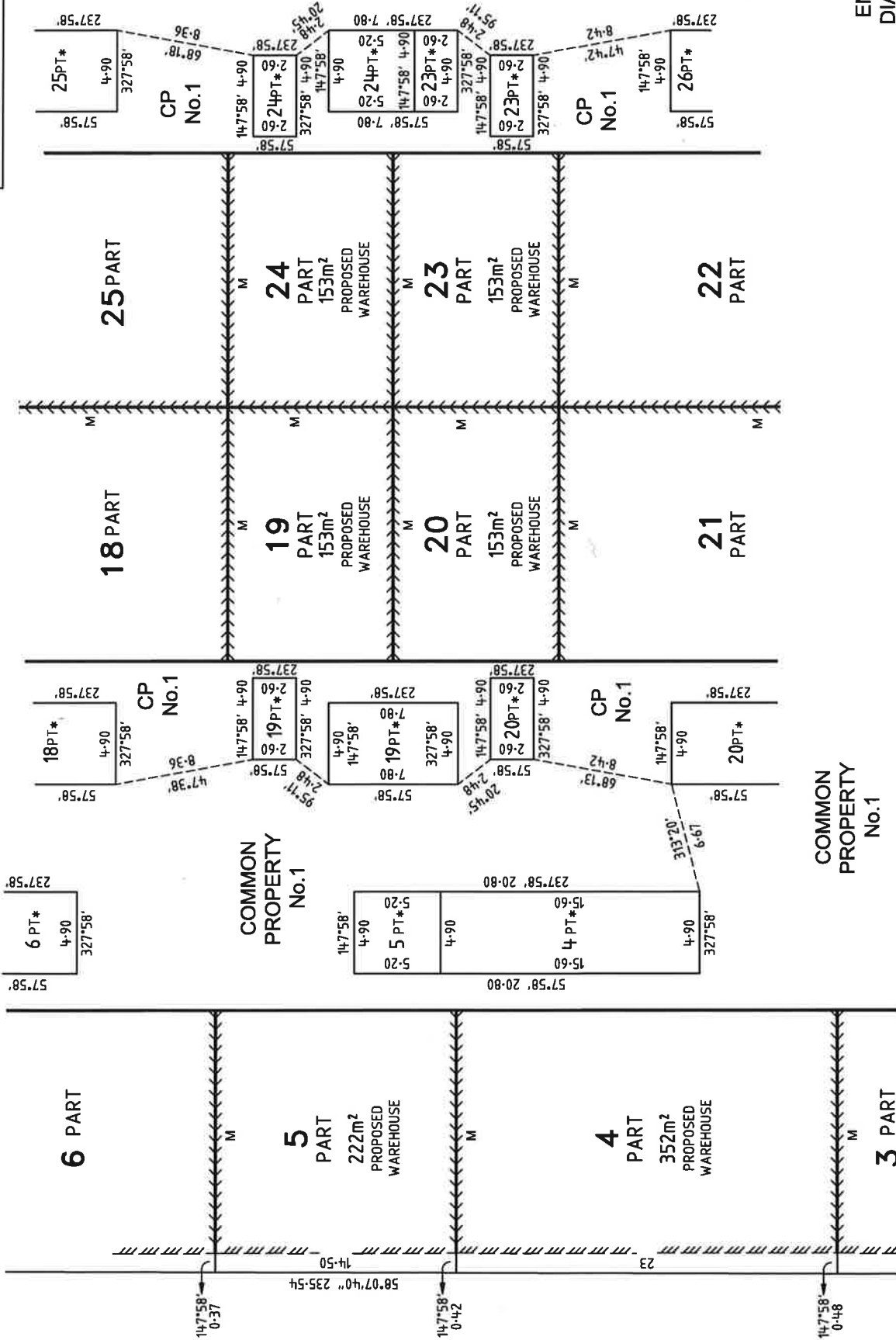
A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Teli: (03) 9790 0399
www.landdimensions.net.au

LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: 16188-COMPILED PLAN
VERSION B4

PS 822585J

SEE SHEET 9 FOR CONTINUATION

SEE SHEET 8 FOR CONTINUATION



WARNING
 THIS IS A COPY OF AN UNREGISTERED PLAN AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION. LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

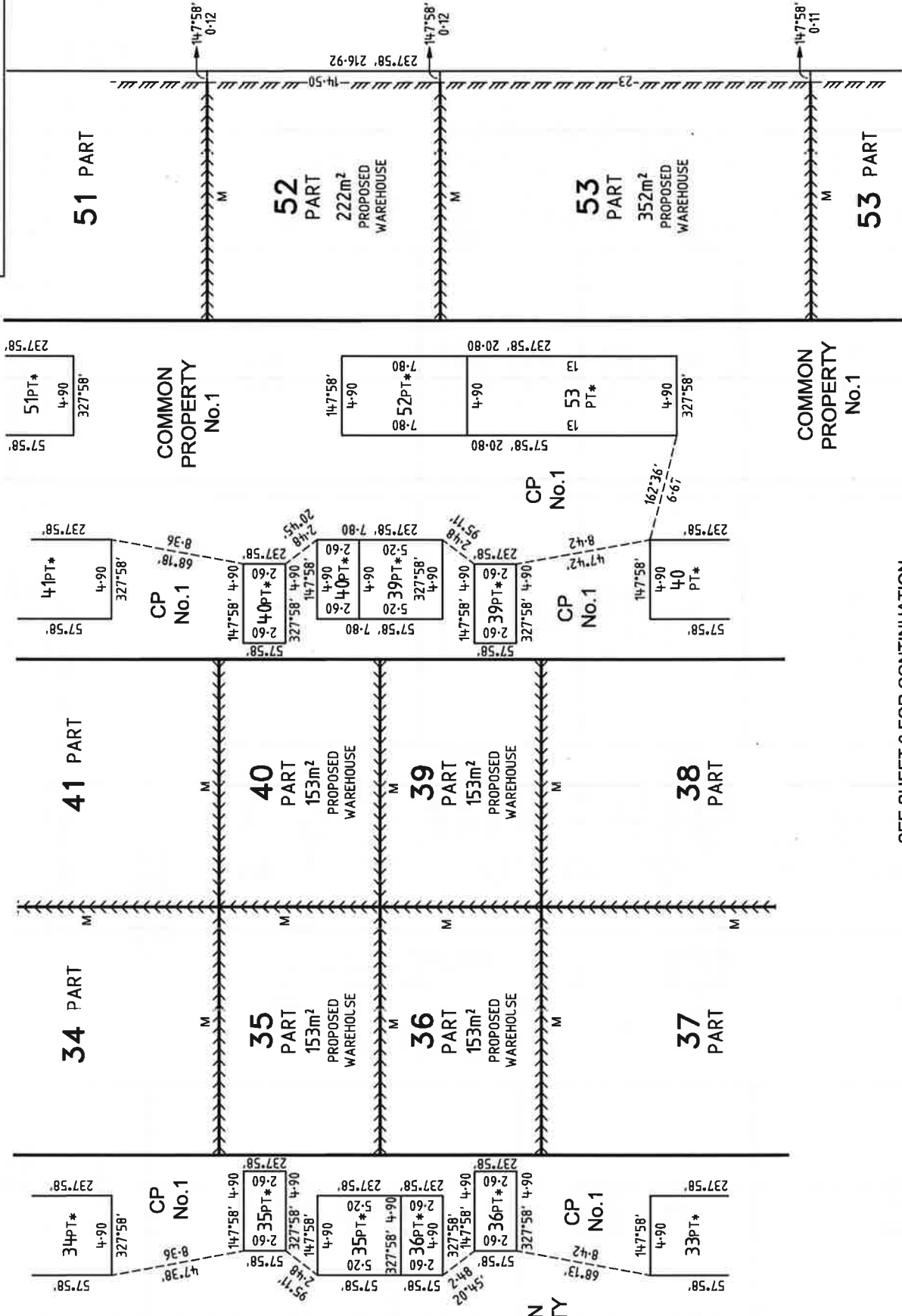
ENLARGEMENT 5
 DIAGRAM 1 (PART)
 GROUND FLOOR

SEE SHEET 5 FOR CONTINUATION

	A.C.N. 129 548 054 Level 1 Suite 2 327 Police Road, Mulgrave Tel: (03) 9790 0399 www.landdimensions.net.au	SCALE 1:250 LENGTHS ARE IN METRES 0 2.5 5 10	ORIGINAL SHEET SIZE: A3 SHEET 7
	LICENSED SURVEYOR: ANDREAS CIRUGEDA SURVEYOR'S FILE REF: 18188-COMPILED PLAN VERSION B4		

PS 822585J

SEE SHEET 10 FOR CONTINUATION



WARNING

THIS IS A COPY OF AN UNREGISTERED PLAN AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE INCURRED BY OTHERS PRIOR TO CANCELLATION AND RESTORATION. LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

SEE SHEET 7 FOR CONTINUATION

ENLARGEMENT 6
DIAGRAM 1 (PART)
GROUND FLOOR

SEE SHEET 6 FOR CONTINUATION

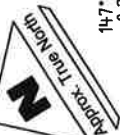
LAND DIMENSIONS

A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulggrave
Tel: (03) 9790 0399
www.landdimensions.net.au

SCALE 1:250
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3
SHEET 8

LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: -8188-COMPILED PLAN
VERSION B4



SEE SHEET 11 FOR CONTINUATION

14 PART

PS 822585J

SEE SHEET 10 FOR CONTINUATION

10 PART

9 PART
222m²
PROPOSED WAREHOUSE

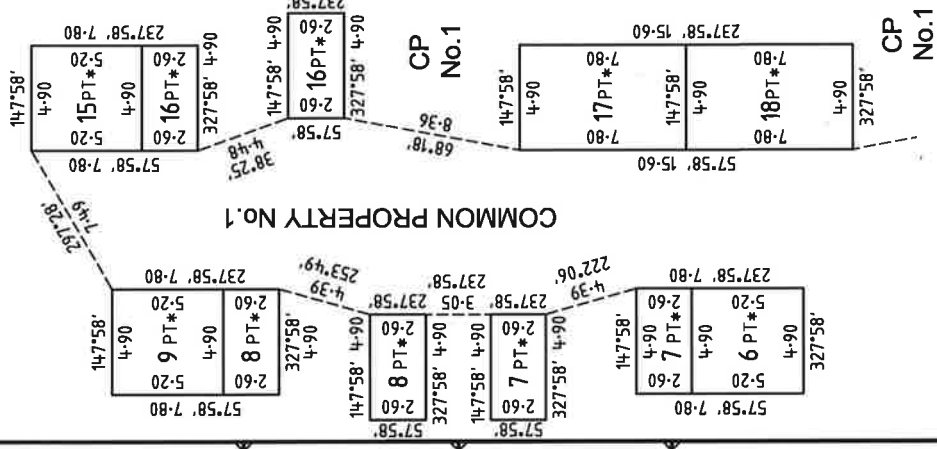
8 PART
153m²
PROPOSED WAREHOUSE

7 PART
153m²
PROPOSED WAREHOUSE

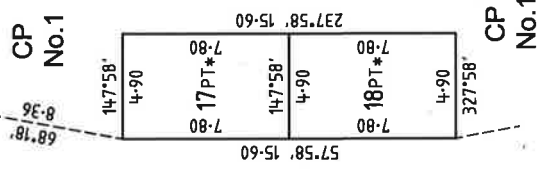
6 PART
222m²
PROPOSED WAREHOUSE

5 PART

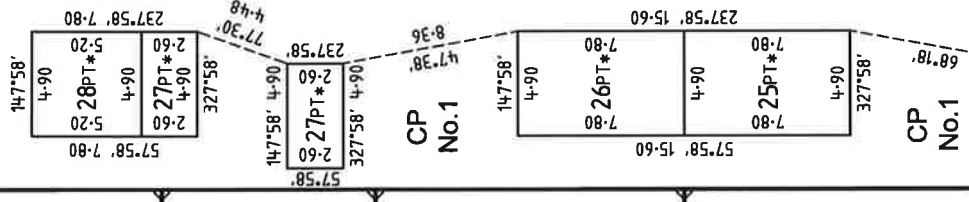
COMMON PROPERTY No.1



COMMON PROPERTY No.1



COMMON PROPERTY No.1



WARNING
THIS IS A COPY OF AN UNREGISTERED PLAN, AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION. LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE INCURRED ARISING TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

ENLARGEMENT 7
DIAGRAM 1 (PART)
GROUND FLOOR



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

SEE SHEET 7 FOR CONTINUATION

SCALE 1:250
LENGTHS ARE IN METRES
2.5 0 5 10

ORIGINAL SHEET SIZE: A3

SHEET 9

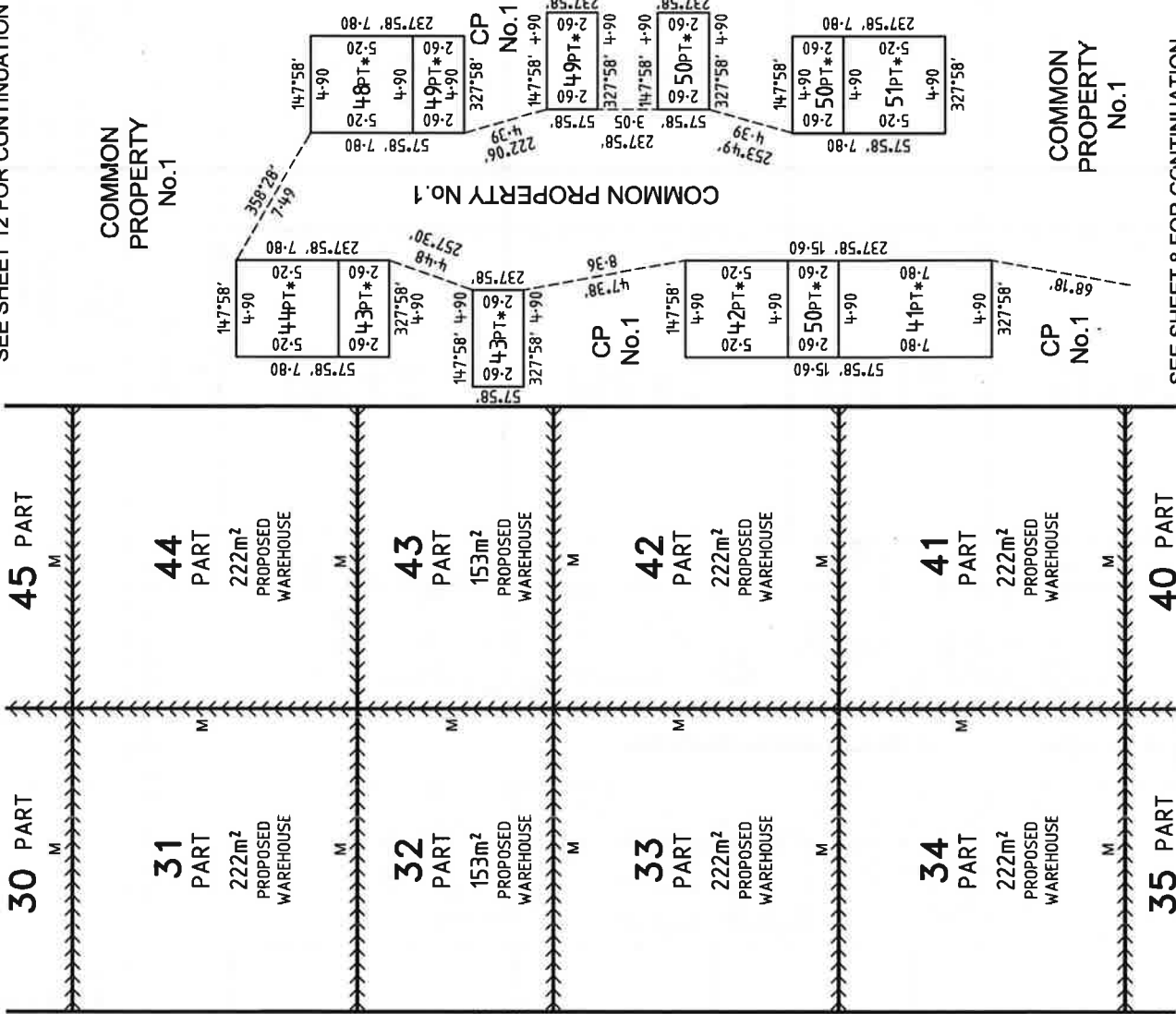
LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: 16188-COMPILED PLAN
VERSION B4



SEE SHEET 9 FOR CONTINUATION

WARNING
 THIS IS A COPY OF AN UNREGISTERED PLAN, AS ALTERATIONS BEHIND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION. LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

**ENLARGEMENT 8
 DIAGRAM 1 (PART)
 GROUND FLOOR**



PS 822585J

SEE SHEET 12 FOR CONTINUATION

SEE SHEET 8 FOR CONTINUATION

SCALE 1:250
 LENGTHS ARE IN METRES

SHEET 10

ORIGINAL SHEET SIZE: A3



A.C.N. 129 548 054
 Level 1 Suite 2
 327 Police Road, Mulgrave
 Tel: (03) 9790 0399
 www.landdimensions.net.au

LICENSED SURVEYOR: ANDREAS CIRUGEDA
 SURVEYOR'S FILE REF: 18186-COMPILED PLAN
 VERSION B4



PS 822585J

SEE SHEET 12 FOR CONTINUATION

11-21

147'58" 0-10

147'58" 0-13

147'58" 0-16

147'58" 0-19

147'58" 0-23

10-08

58'07"40" 235-54

14-50

13
PART
154m²
PROPOSED
WAREHOUSE

12
PART
153m²
PROPOSED
WAREHOUSE

11
PART
153m²
PROPOSED
WAREHOUSE

10
PART
222m²
PROPOSED
WAREHOUSE

9
PART

223'56" 165
129'18" 100

147'58" 4-90
327'58" 4-90
2-60
13PT*
2-60
147'58" 4-90
4-90
13PT*
2-60
237'58" 2-60
3-74
209'10" 2-60

147'58" 4-90
327'58" 4-90
2-60
12PT*
2-60
147'58" 4-90
4-90
12PT*
2-60
237'58" 2-60
3-74
266'45" 2-60

147'58" 4-90
327'58" 4-90
2-60
11PT*
2-60
147'58" 4-90
4-90
11PT*
2-60
237'58" 2-60
3-05
237'58" 2-60
4-59
245'53" 4-90

147'58" 4-90
327'58" 4-90
2-60
10PT*
2-60
147'58" 4-90
4-90
10PT*
2-60
237'58" 2-60
7-80
57'58" 7-80
327'58" 4-90

147'58" 4-90
5-20
13PT*
5-20
4-90
5-20
12PT*
5-20
4-90
5-20
11PT*
5-20
4-90
5-20
10PT*
5-20
4-90
5-20
9PT*
5-20
4-90
5-20
8PT*
5-20
4-90
5-20
7PT*
5-20
4-90
5-20
15PT*
5-20
4-90
5-20
27PT*
2-60
4-90
2-60
244'46"

154'46" 20-80
334'46" 20-80
14PT*
15-60
15-60
15-60
14PT*
4-90
244'46"

147'58" 4-90
5-20
6PT*
5-20
4-90
5-20
147'58" 4-90
4-90
5PT*
5-20
147'58" 4-90
4-90
18PT*
2-60
147'58" 4-90
4-90
17PT*
2-60
327'58" 4-90

147'58" 4-90
5-20
5PT*
5-20
147'58" 4-90
4-90
18PT*
2-60
147'58" 4-90
4-90
17PT*
2-60
327'58" 4-90

COMMON PROPERTY No.1

COMMON PROPERTY No.1

COMMON PROPERTY No.1

14
PART
352m²
PROPOSED
WAREHOUSE

29
PART
352m²
PROPOSED
WAREHOUSE

COMMON
PROPERTY
No.1

15
PART

28
PART

ENLARGEMENT 9
DIAGRAM 1 (PART)
GROUND FLOOR

WARNING
THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND RESTORATION, LAND DIMENSIONS PT LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

SEE SHEET 9 FOR CONTINUATION

SCALE
1:250

2.5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 11

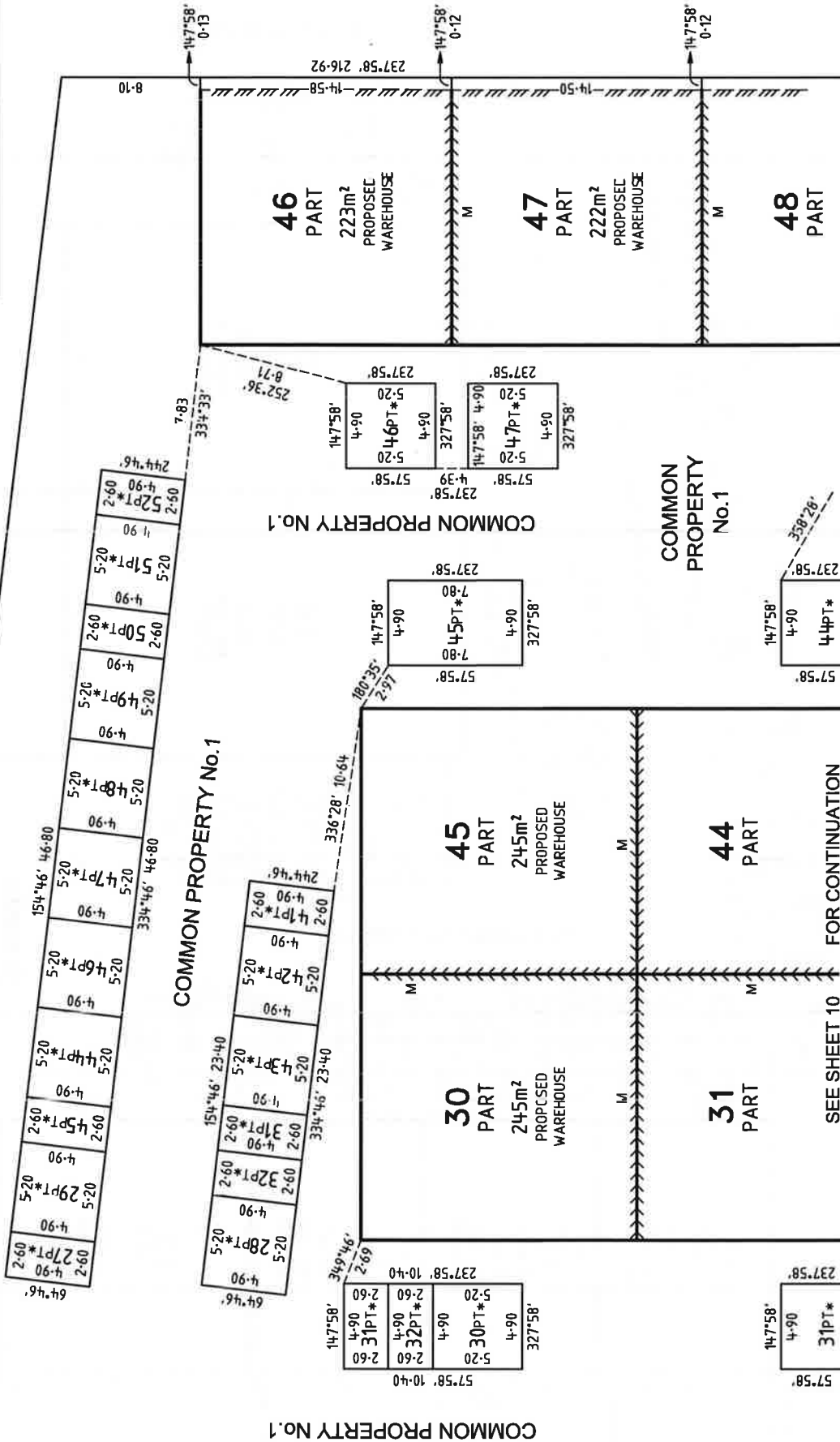
LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: 18188-COMPILED PLAN
VERSION B4

WARNING

THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE INCURRED ARISING TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.



SEE SHEET 11 FOR CONTINUATION



**ENLARGEMENT 10
DIAGRAM 1 (PART)
GROUND FLOOR**

SEE SHEET 10 FOR CONTINUATION

LAND DIMENSIONS



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

SCALE
1:250

LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 12

LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: 18188-COMPILED PLAN
VERSION B4



PS 822585J

3
PART

COMMON PROPERTY No.1

WARNING
THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED PRIOR TO CERTIFICATION AND REGISTRATION, LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OF DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

147°58'
0-05

SITE BOUNDARY
42.45

1
PART
1077m²
PROPOSED
WAREHOUSE

2
PART
1001m²
PROPOSED
WAREHOUSE

COMMON PROPERTY No.1

A'

B'

147°58'
0-17

A

B

COMMON PROPERTY No.1

(27-80)

E-1
15m

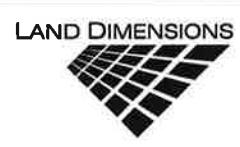
COMMON PROPERTY No.1

E-1
15m

SEE SHEET 14 FOR CONTINUATION

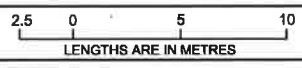
DIAGRAM 2 (PART)
FIRST FLOOR

WELLS ROAD



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

SCALE
1:250



ORIGINAL SHEET
SIZE: A3

SHEET 13

LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: 18188-COMPILED PLAN
VERSION B4



PS 822585J

COMMON PROPERTY No.1

COMMON PROPERTY No.1

55
PART

56
PART
1258m²
PROPOSED
WAREHOUSE

M

M

147°58'
0-11

42.38
SITE BOUNDARY

WARNING

THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

SEE SHEET 13 FOR CONTINUATION

147°58'
0-11

COMMON PROPERTY No.1

E-1
15m

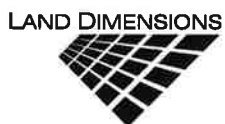
E-1
15m

COMMON PROPERTY No.1

(27-80)

DIAGRAM 2 (PART)
FIRST FLOOR

WELLS ROAD



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

SCALE
1:250

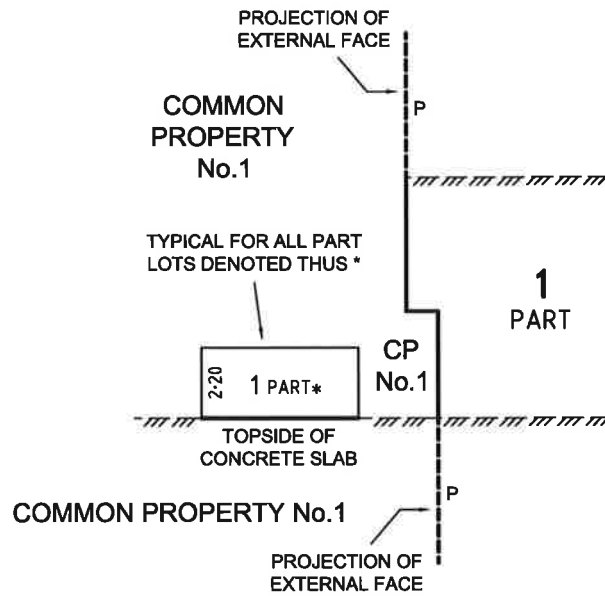


ORIGINAL SHEET
SIZE: A3

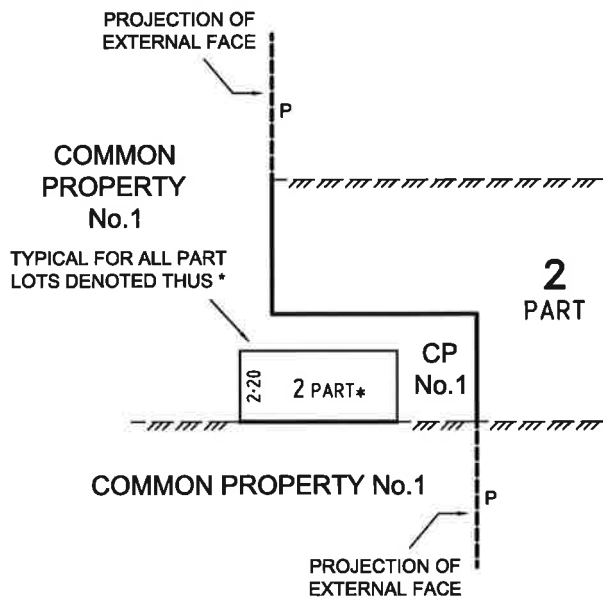
SHEET 14

LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: 18188-COMPILED PLAN
VERSION B4

SECTION A-A'
TYPICAL FOR LOT 56
NOT TO SCALE



SECTION B-B'
TYPICAL FOR LOT 55
NOT TO SCALE



WARNING
THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.



PLAN OF SUBDIVISION

LV use only
EDITION

PS 822585J

Location of Land
 Parish: LYN DHURST
 Township: -
 Section: -
 Crown Allotment: 118 (PART)
 Crown Portion: -
 Title Reference: VOL. 9948 FOL. 823
 Last Plan Reference: LOT 1 ON LP216718M
 Postal Address: 107 WELLS ROAD
 (at time of subdivision) CHELSEA HEIGHTS 3196
 MGA Co-ordinates (of approx. centre of land in plan) E 336 415 N 5 788 750 Zone: 55 GDA 94

Council Certification and Endorsement
 Council Name: KINGSTON CITY COUNCIL Ref:

Vesting of Roads and/or Reserves

Notations

Identifier	Council/Body/Person
NIL	NIL

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.
 LOCATION OF BOUNDARIES DEFINED BY BUILDINGS
 MEDIAN: BOUNDARIES MARKED 'M' SHOWN THUS ←←←←←←←←←←
 'M'
 EXTERIOR FACE: ALL OTHER BOUNDARIES
 THICK BROKEN LINES DEFINE PROJECTION OF BOUNDARIES.
 P - PROJECTION

Notations

Depth Limitation DOES NOT APPLY

COMMON PROPERTY No. 1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS 38 to 56 (BOTH INCLUSIVE) AND S2 CP No. 1 - COMMON PROPERTY No. 1

Staging This is a staged subdivision
 Planning Permit No.
Survey This plan is based on survey
 This survey has been connected to permanent marks no(s)
 In Proclaimed Survey Area No.

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.

Easement Information

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

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

Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1	WAY	15	LP216715M	LOTS ON LP216715M SOUTH EAST WATER CORPORATION
E-1	SEWERAGE	15	THIS PLAN	

WARNING
 THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

LAND DIMENSIONS



A.C.N. 129 548 054
 Level 1 Suite 2
 327 Police Road, Mulgrave
 Tel: (03) 9790 0399
 www.landdimensions.net.au

SURVEYORS FILE REF: 18188S1-B4

LICENSED SURVEYOR: ANDREAS CIRUGEDA
 VERSION B4

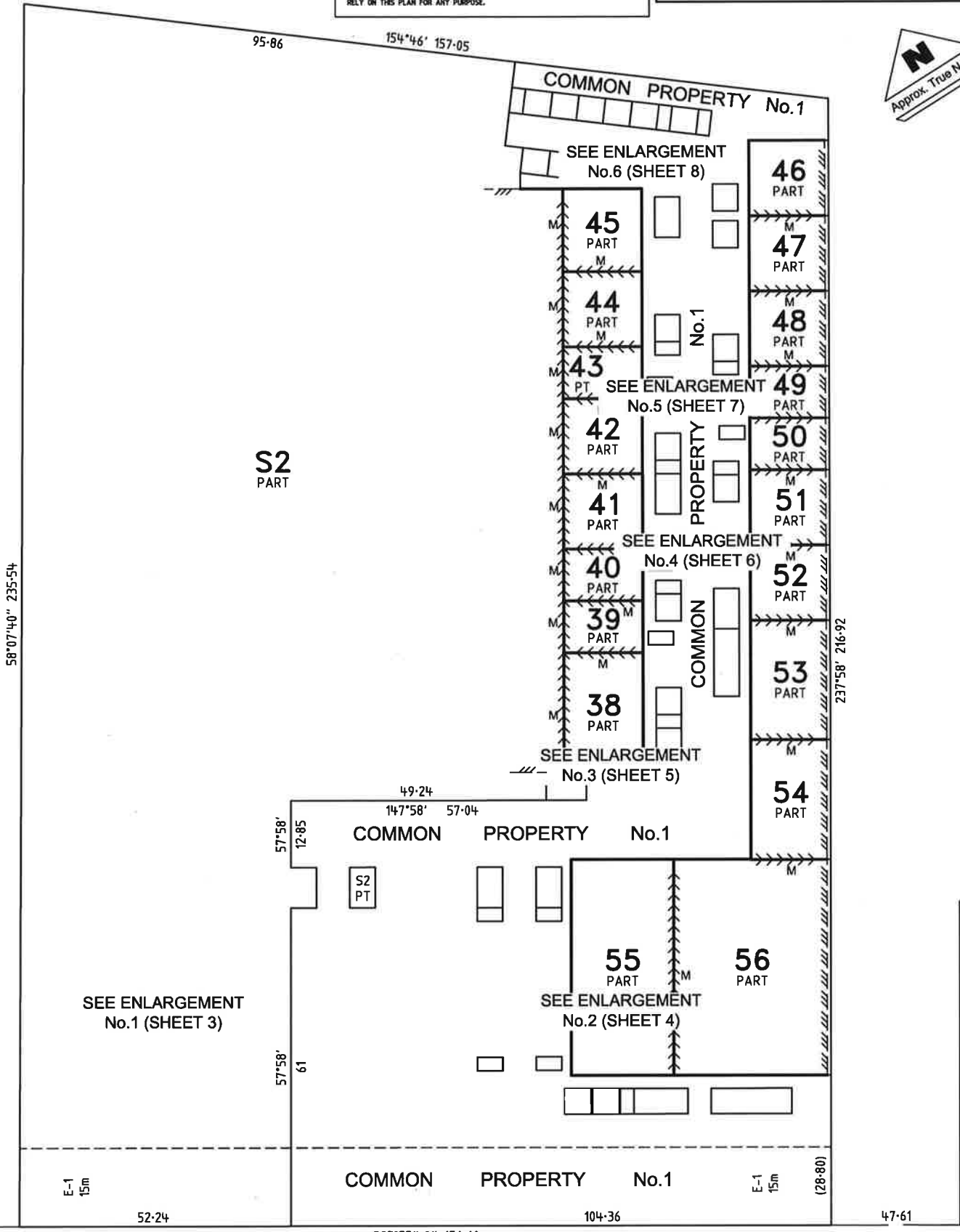
ORIGINAL SHEET
 SIZE: A3

SHEET 1 OF 10 SHEETS

WARNING

THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

PS 822585J



SEE ENLARGEMENT No.1 (SHEET 3)

SEE ENLARGEMENT No.2 (SHEET 4)

SEE ENLARGEMENT No.6 (SHEET 8)

SEE ENLARGEMENT No.5 (SHEET 7)

SEE ENLARGEMENT No.4 (SHEET 6)

SEE ENLARGEMENT No.3 (SHEET 5)

WELLS ROAD

HARTWOOD COURT

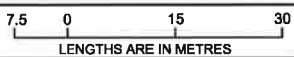
DIAGRAM 1
SITE PLAN AND GROUND FLOOR
SEE SHEETS 3 TO 8 (BOTH INCLUSIVE)
FOR ENLARGEMENTS

LAND DIMENSIONS



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

SCALE
1:750



LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: 1818851-B4
VERSION B4

ORIGINAL SHEET
SIZE: A3

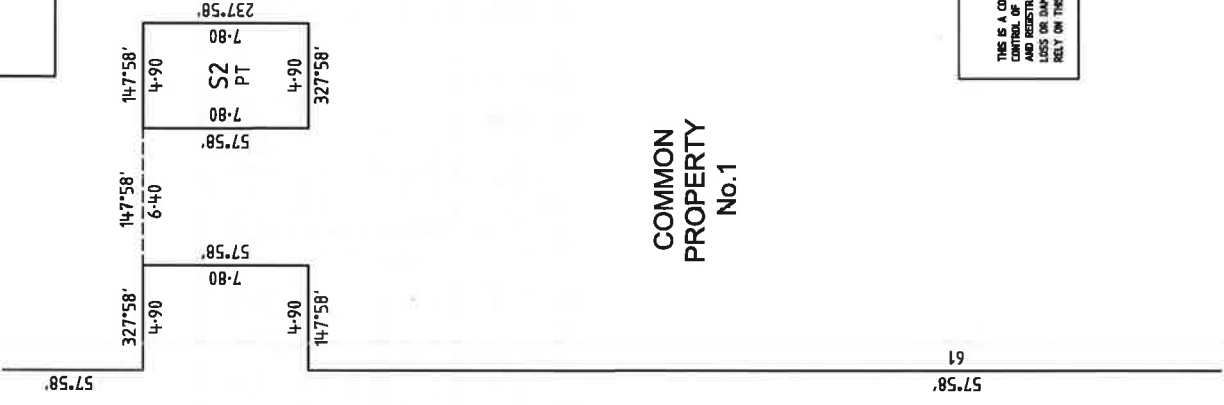
SHEET 2



SEE SHEET 2 FOR CONTINUATION

PS 822585J

SEE SHEET 4 FOR CONTINUATION



S2
PART

COMMON
PROPERTY
No.1

WARNING

THIS IS A COPY OF AN UNREGISTERED PLAN AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION. LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

SEE SHEET 2 FOR CONTINUATION

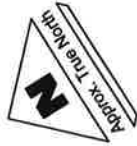
ENLARGEMENT 1
DIAGRAM 1 (PART)
GROUND FLOOR

SCALE 1:250	ORIGINAL SHEET SIZE: A3	SHEET 3
<p>LENGTHS ARE IN METRES</p>		
LICENSED SURVEYOR: ANDREAS CIRUGEDA SURVEYOR'S FILE REF: 18188S1-B4 VERSION B4		

A.C.N. 129 548 064
 Level 1 Suite 2
 327 Police Road, Mulgrave
 Tel: (03) 9790 0399
www.landdimensions.net.au



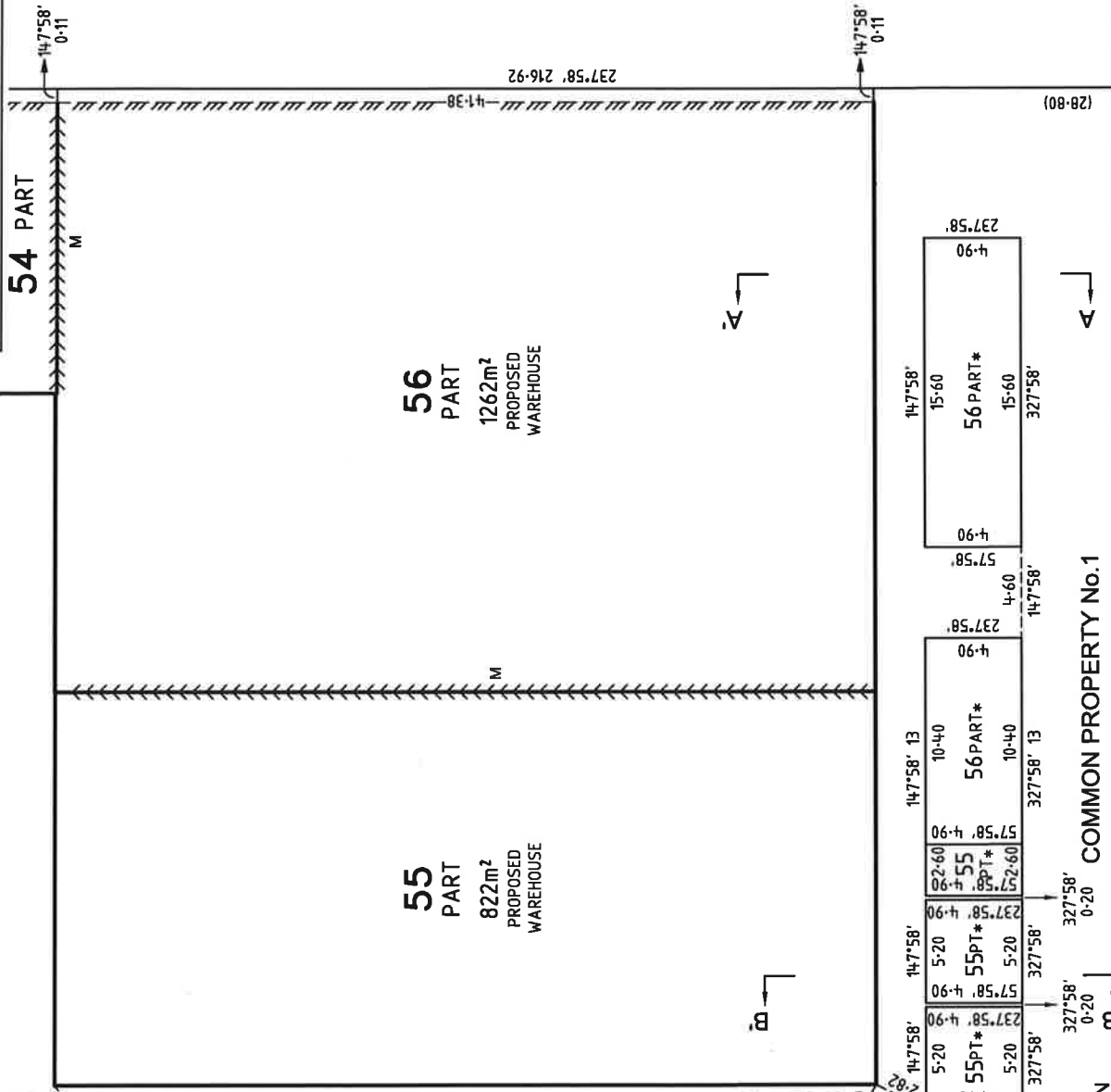
58°07'40" 235.54



SEE SHEET 5 FOR CONTINUATION

PS 822585J

COMMON PROPERTY No.1



SEE SHEET 3 FOR CONTINUATION

WARNING

THIS IS A COPY OF AN UNRENDERED PLAN, AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION. LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

**ENLARGEMENT 2
DIAGRAM 1 (PART)
GROUND FLOOR**



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

SEE SHEET 2 FOR CONTINUATION

COMMON PROPERTY No.1

SCALE
1:250
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

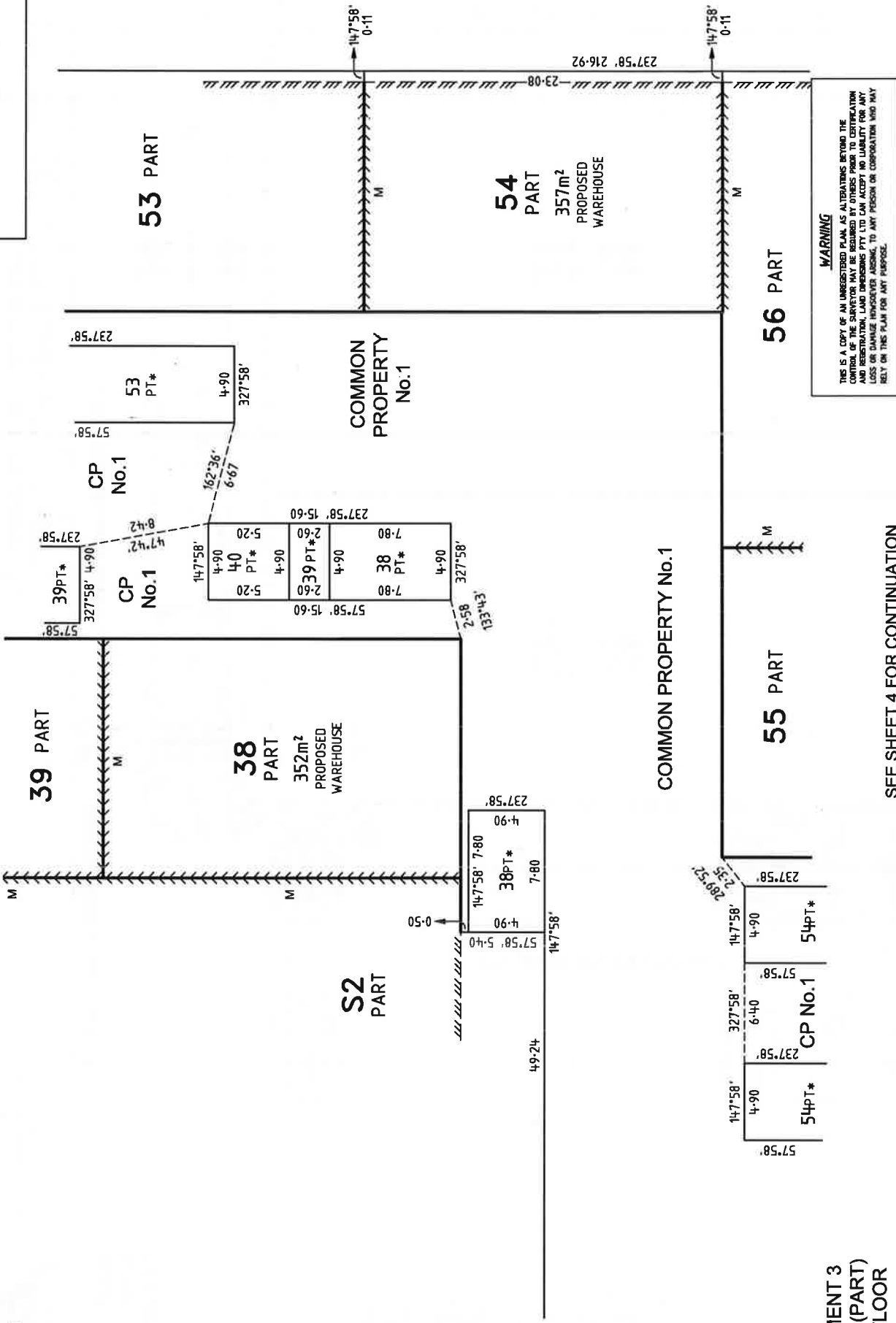
SHEET 4

LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: 18188S1-B4
VERSION B4



PS 822585J

SEE SHEET 6 FOR CONTINUATION



SEE SHEET 2 FOR CONTINUATION

ENLARGEMENT 3
DIAGRAM 1 (PART)
GROUND FLOOR

WARNING
THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE USER OF THIS PLAN SHOULD BE AWARE THAT IT MAY NOT BE RELIED ON FOR ANY PURPOSE.



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

SEE SHEET 4 FOR CONTINUATION

SCALE
1:250

LENGTHS ARE IN METRES

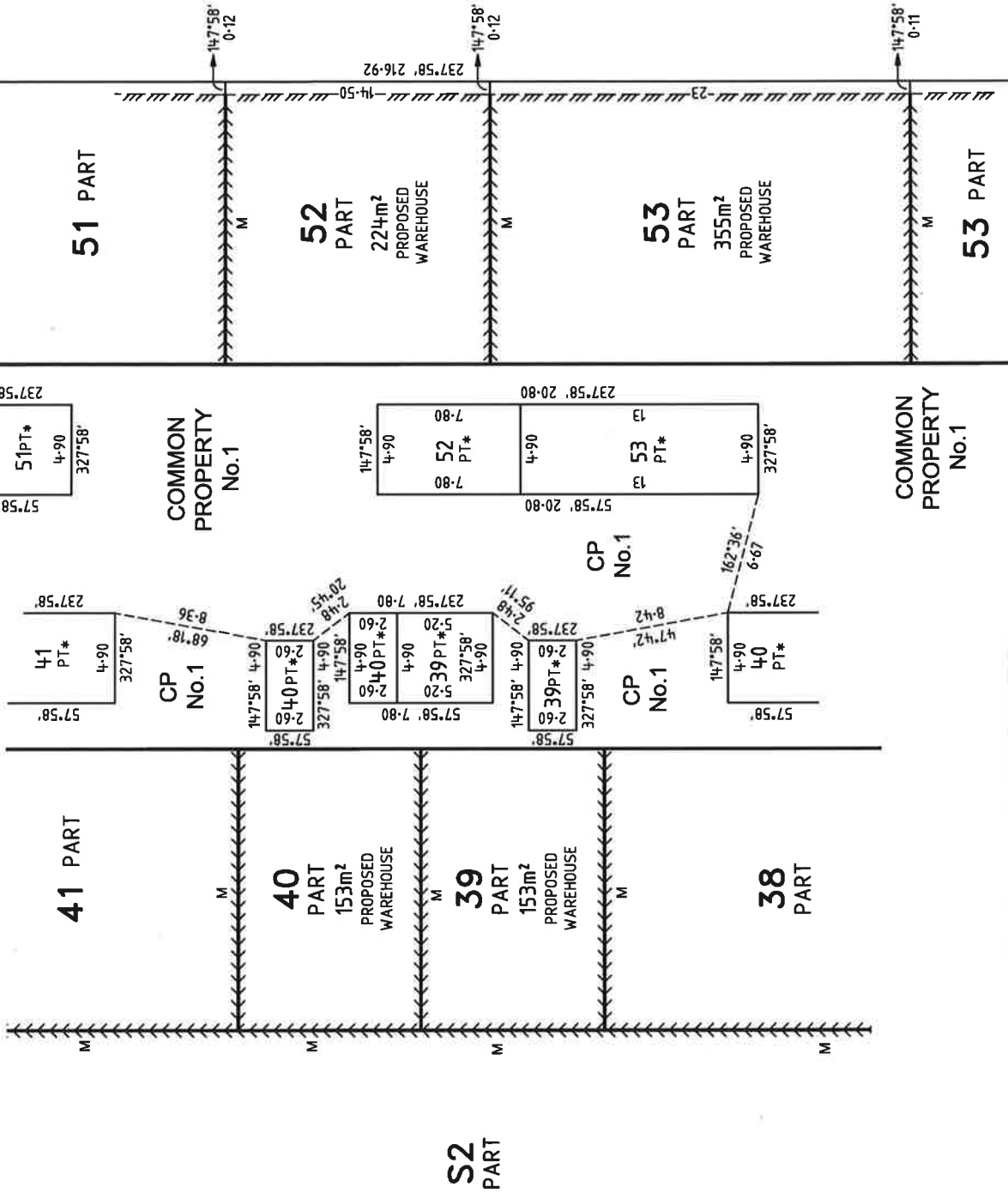
ORIGINAL SHEET
SIZE: A3

SHEET 5

LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: 18188S1-B4
VERSION B4

SEE SHEET 7 FOR CONTINUATION

PS 822585J



SEE SHEET 5 FOR CONTINUATION

ORIGINAL SHEET SIZE: A3

SCALE 1:250
LENGTHS ARE IN METRES

SHEET 6

A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au



ENLARGEMENT 4
DIAGRAM 1 (PART)
GROUND FLOOR

LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: 18188S1-B4
VERSION B4

WARNING
THIS IS A COPY OF AN UNREGISTERED PLAN, AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION. LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

SEE SHEET 2 FOR CONTINUATION

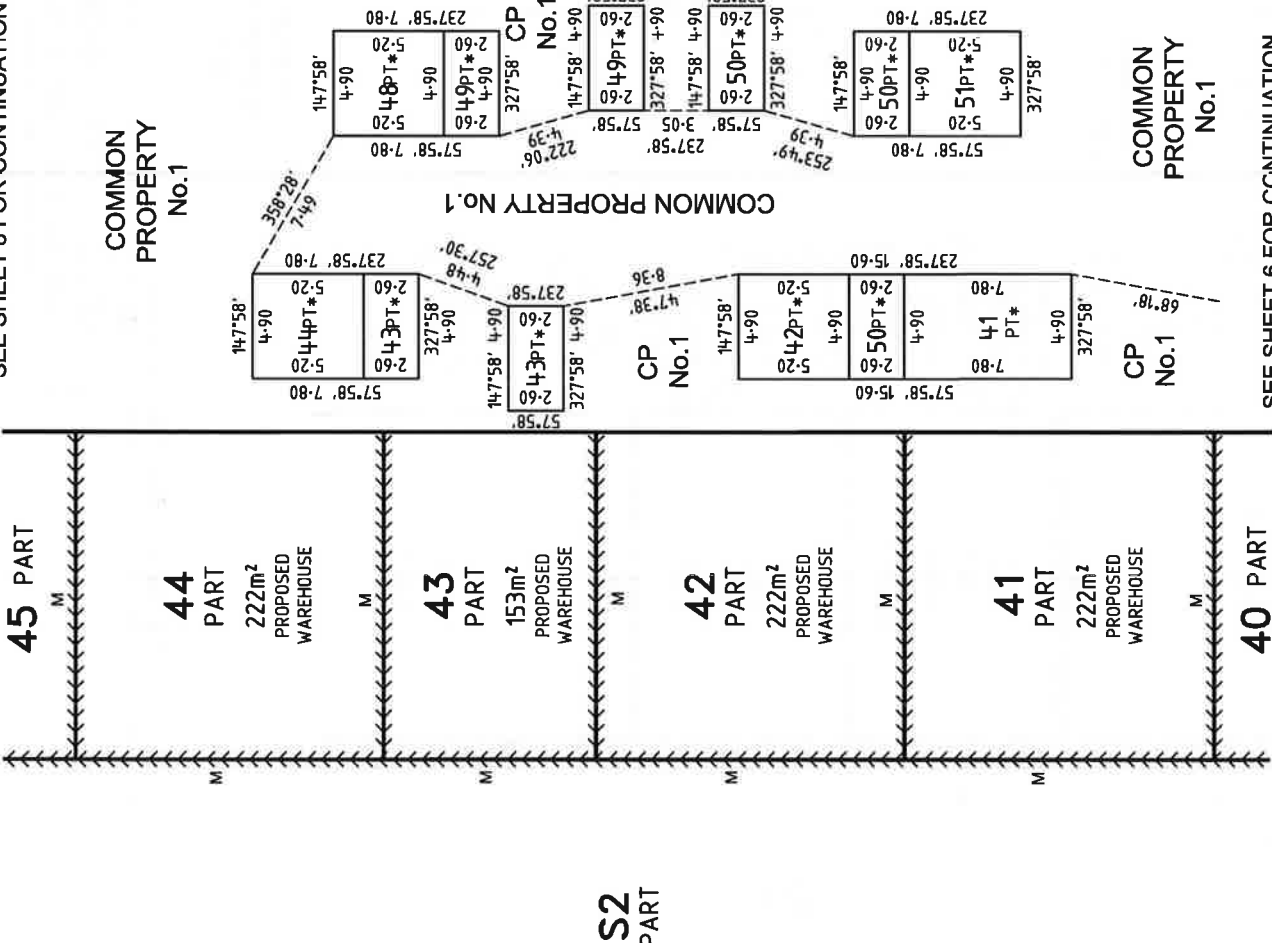




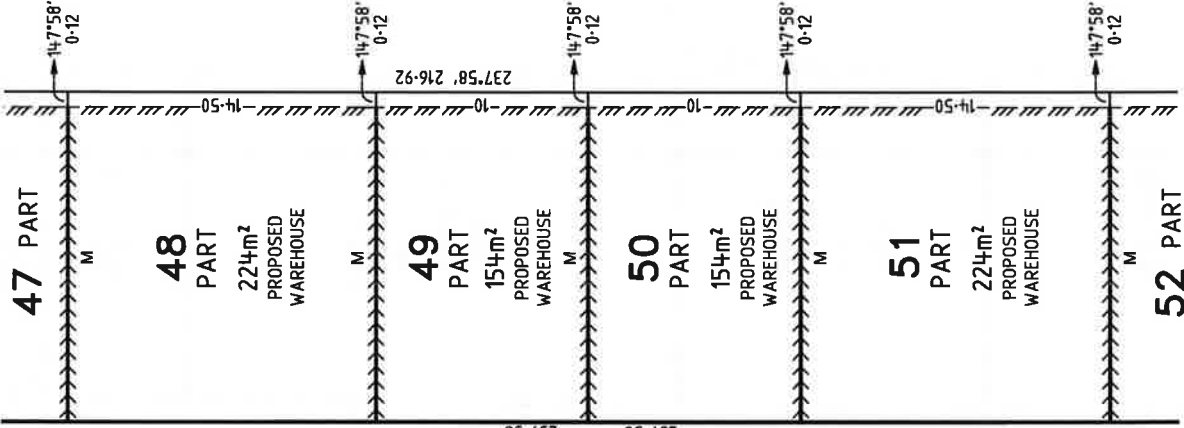
SEE SHEET 2 FOR CONTINUATION

WARNING
 THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CANCELLATION AND REGISTRATION, LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

**ENLARGEMENT 5
 DIAGRAM 1 (PART)
 GROUND FLOOR**



PS 822585J



SEE SHEET 8 FOR CONTINUATION

SEE SHEET 6 FOR CONTINUATION

A.C.N. 129 548 054
 Level 1 Suite 2
 327 Police Road, Mulgrave
 Tel: (03) 9790 0399
 www.landdimensions.net.au



SCALE
1:250
 LENGTHS ARE IN METRES
 0 5 10

LICENSED SURVEYOR: ANDREAS CIRUGEDA
 SURVEYOR'S FILE REF: 1818851-B4
 VERSION B4

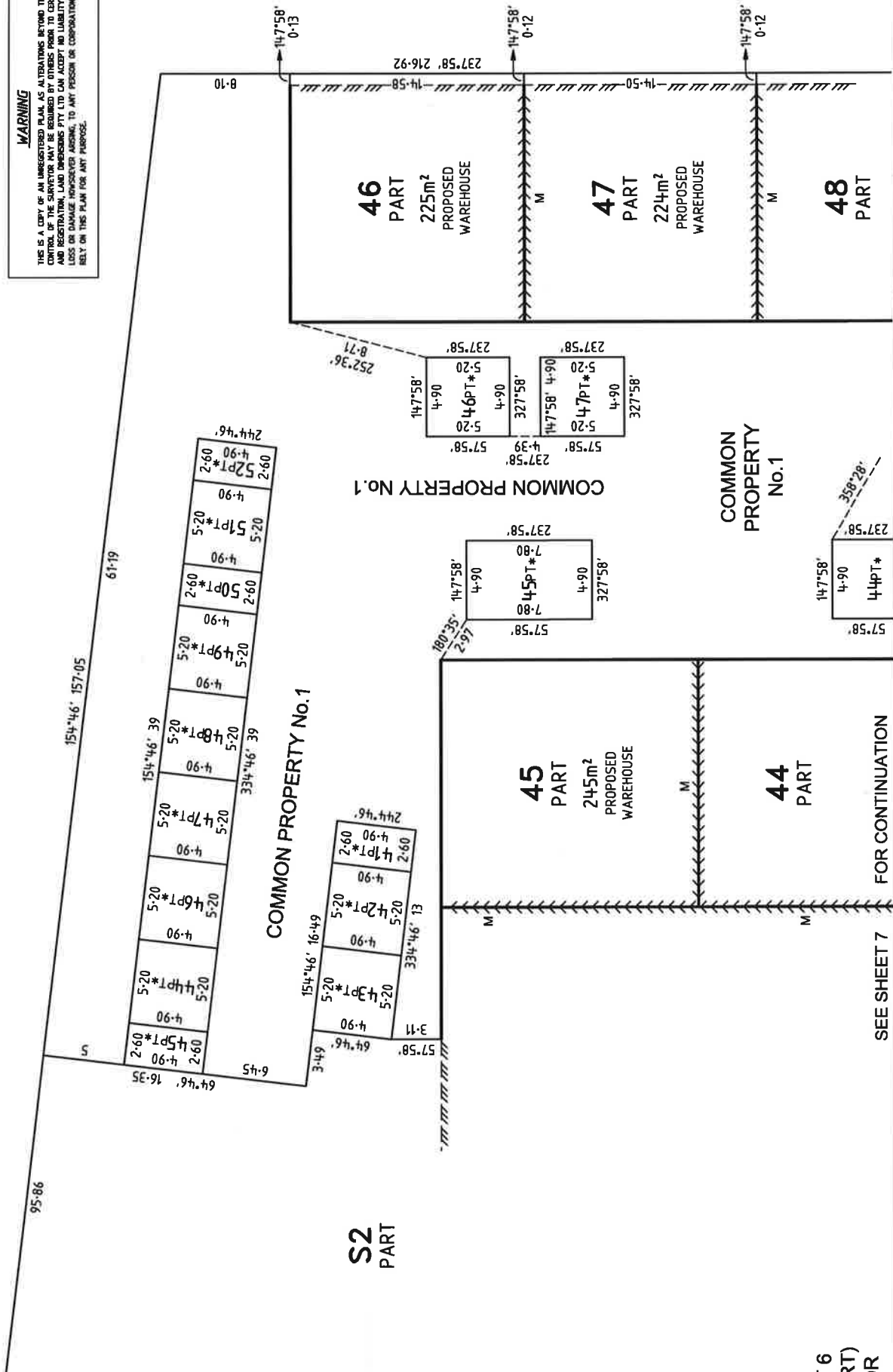
ORIGINAL SHEET
 SIZE: A3
 SHEET 7



PS 822585J

WARNING

THIS IS A COPY OF AN UNREGISTERED PLAN, AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.



SEE SHEET 2 FOR CONTINUATION

ENLARGEMENT 6
DIAGRAM 1 (PART)
GROUND FLOOR



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

SEE SHEET 7 FOR CONTINUATION

SCALE
1:250

LENGTHS ARE IN METRES

SHEET 8

ORIGINAL SHEET
SIZE: A3

LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: 18188S1-B4
VERSION B4



PS 822585J

COMMON PROPERTY No.1

54
PART

COMMON PROPERTY No.1

55
PART
822m²
PROPOSED
WAREHOUSE

56
PART
1258m²
PROPOSED
WAREHOUSE

147°58'
0-11

M

M

42.38
SITE BOUNDARY

WARNING

THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

B'

A'

B

A

147°58'
0-11

COMMON PROPERTY No.1

(27-80)

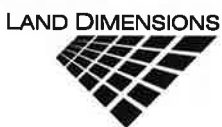
E-1
15m

E-1
15m

COMMON PROPERTY No.1

DIAGRAM 2 (PART)
FIRST FLOOR

WELLS ROAD



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

SCALE
1:250



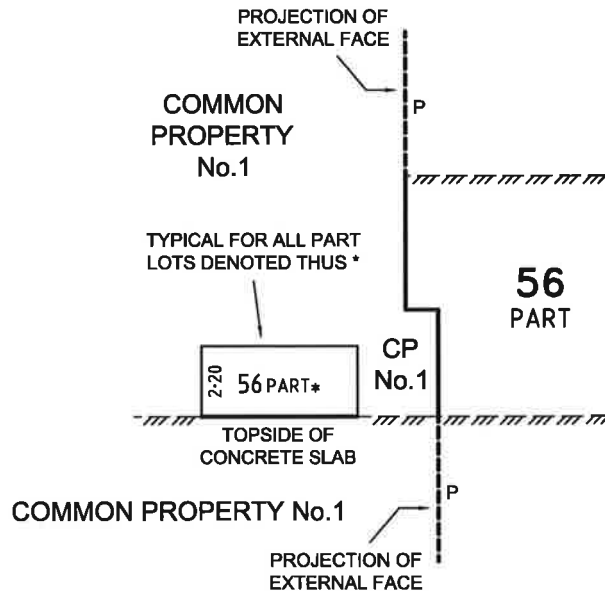
ORIGINAL SHEET
SIZE: A3

SHEET 9

LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: 18188S1-B4
VERSION B4

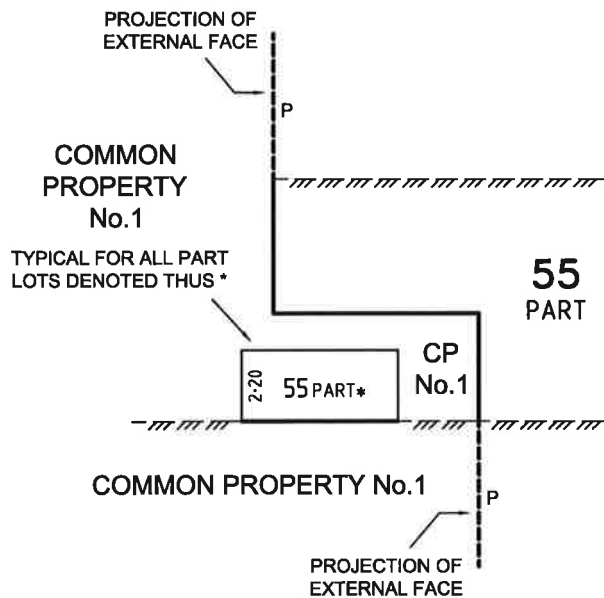
SECTION A-A'

NOT TO SCALE

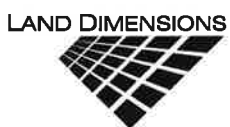


SECTION B-B'

NOT TO SCALE

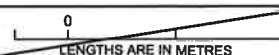


WARNING
 THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.



A.C.N. 129 548 054
 Level 1 Suite 2
 327 Police Road, Mulgrave
 Tel: (03) 9790 0399
 www.landdimensions.net.au

SCALE
 N.T.S.



ORIGINAL SHEET
 SIZE: A3

SHEET 10

LICENSED SURVEYOR: ANDREAS CIRUGEDA
 SURVEYOR'S FILE REF: 18188S1-B4
 VERSION B4

OWNERS CORPORATION SCHEDULE

PS822585J

Owners Corporation No. **1** Plan No. **PS822585J**
 Land affected by Owners Corporation Lots: **ALL OF THE LOTS IN THE TABLE BELOW**
 Common Property No.: **1**

Limitations of Owners Corporation: **UNLIMITED**

Notations
NIL

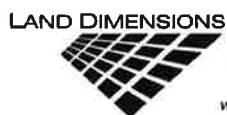
Totals		
	Entitlement	Liability
This schedule	3757	3757
Previous stages	0	0
Overall Total	3757	3757

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
38	223	223									
39	97	97									
40	97	97									
41	140	140									
42	140	140									
43	97	97									
44	140	140									
45	155	155									
46	142	142									
47	141	141									
48	141	141									
49	97	97									
50	97	97									
51	141	141									
52	141	141									
53	224	224									
54	225	225									
55	520	520									
56	798	798									
S2	1	1									

SURVEYORS FILE REFERENCE: 18188S1-B4

SHEET 1



A.C.N. 129 548 054
 Level 1 Suite 2
 327 Police Road, Mulgrave
 Tel: (03) 9790 0399
 www.landdimensions.net.au

ORIGINAL SHEET
 SIZE: A3

LICENSED SURVEYOR: ANDREAS CIRUGEDA
 VERSION B4

PLAN OF SUBDIVISION

LV use only
EDITION

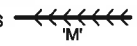
PS 822585J/S2

Location of Land
 Parish: LYNDHURST
 Township: -
 Section: -
 Crown Allotment: 118 (PART)
 Crown Portion: -
 Title Reference:
 Last Plan Reference: LOT S2 ON PS822585J
 Postal Address: 107 WELLS ROAD
 (at time of subdivision) CHELSEA HEIGHTS 3196
 MGA Co-ordinates (of approx. centre of land in plan)
 E 336 415
 N 5 788 750
 Zone: 55 GDA 94

Council Certification and Endorsement
 Council Name: KINGSTON CITY COUNCIL Ref:

Vesting of Roads and/or Reserves	
Identifier	Council/Body/Person
NIL	NIL

Notations

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.
 LOCATION OF BOUNDARIES DEFINED BY BUILDINGS
 MEDIAN: BOUNDARIES MARKED 'M' SHOWN THUS 
 EXTERIOR FACE: ALL OTHER BOUNDARIES
 THICK BROKEN LINES DEFINE PROJECTION OF BOUNDARIES.
 P - PROJECTION

COMMON PROPERTY No. 1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS 22-37 (BOTH INCLUSIVE) AND S3
 CP No. 1 - COMMON PROPERTY No. 1

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.

Notations

Depth Limitation DOES NOT APPLY

Staging This is a staged subdivision
 Planning Permit No.
Survey This plan is based on survey
 This survey has been connected to permanent marks no(s)
 In Proclaimed Survey Area No.

Easement Information

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

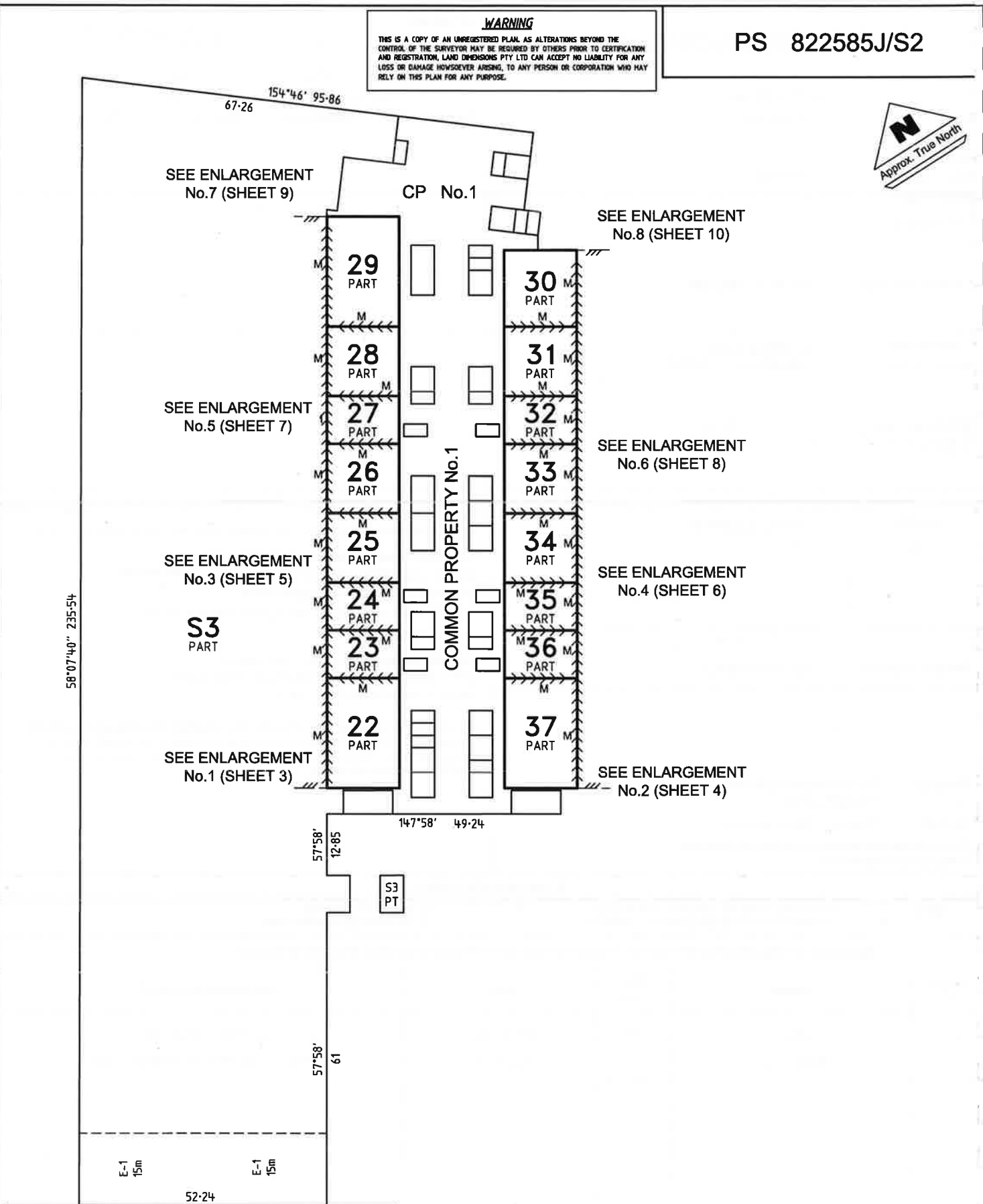
Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 apply to the whole of the land in this plan.

Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1	WAY	15	LP216715M	LOTS ON LP216715M SOUTH EAST WATER CORPORATION
E-1	SEWERAGE	15	THIS PLAN	

WARNING
 THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

WARNING
 THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

PS 822585J/S2



WELLS ROAD

DIAGRAM 1
 SITE PLAN AND GROUND FLOOR
 SEE SHEETS 3 TO 10 (BOTH INCLUSIVE)
 FOR ENLARGEMENTS

	A.C.N. 129 548 054 Level 1 Suite 2 327 Police Road, Mulgrave Tel: (03) 9790 0399 www.landdimensions.net.au	SCALE 1:750		ORIGINAL SHEET SIZE: A3	SHEET 2
		LICENSED SURVEYOR: ANDREAS CIRUGEDA SURVEYOR'S FILE REF: 18188S2-B4 VERSION B4			

PS 822585J/S2

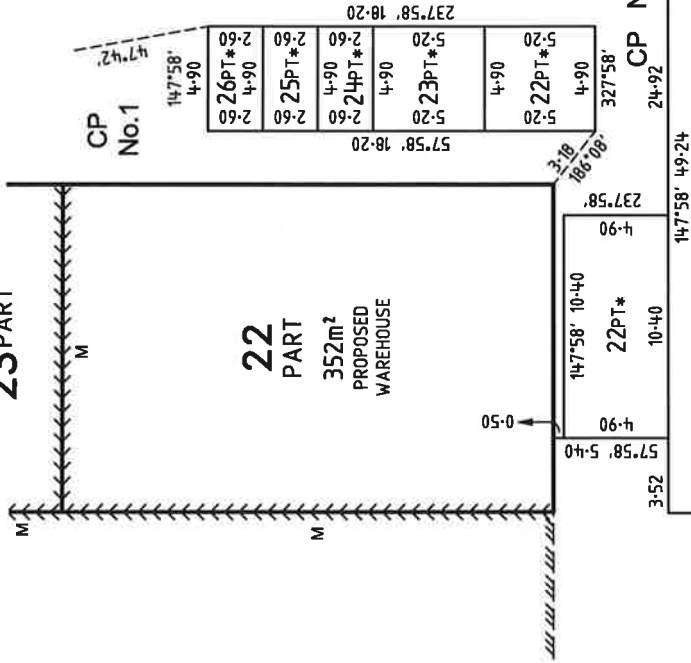
SEE SHEET 5 FOR CONTINUATION

WARNING

THIS IS A COPY OF AN UNREGISTERED PLAN AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION. THE SURVEYOR ACCEPTS NO LIABILITY FOR ANY LOSS OR DAMAGE WHATSOEVER ARISING TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.



23 PART



SEE SHEET 4 FOR CONTINUATION

58°07'40" 235-54

S3 PART

ENLARGEMENT 1
DIAGRAM 1 (PART)
GROUND FLOOR

SEE SHEET 2 FOR CONTINUATION

SCALE
1:250

LENGTHS ARE IN METRES

SHEET 3

ORIGINAL SHEET
SIZE: A3



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

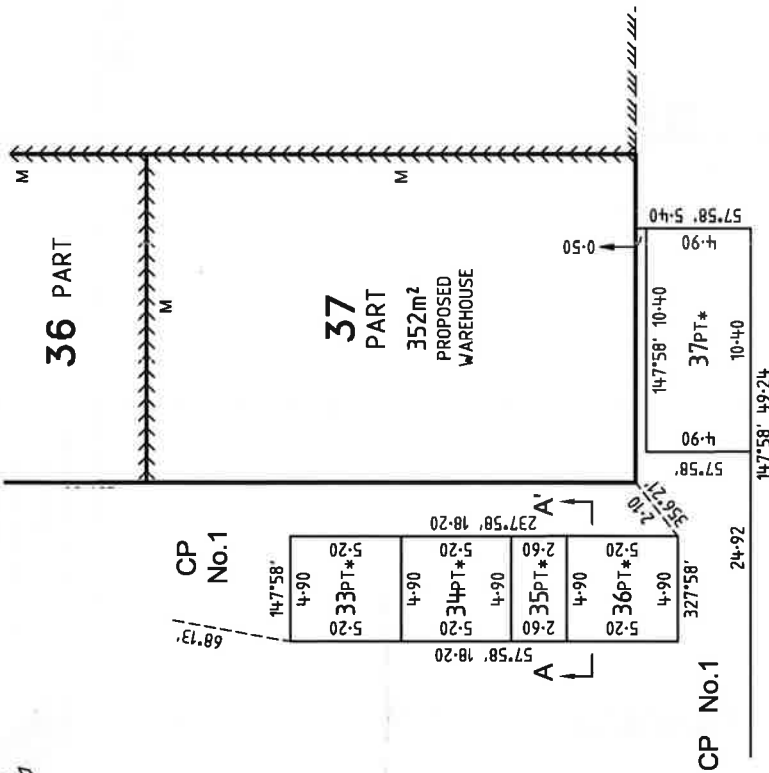
LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: 18186S2-B4
VERSION B4



SEE SHEET 3 FOR CONTINUATION

SEE SHEET 6 FOR CONTINUATION

PS 822585J/S2



SECTION A-A'
TYPICAL FOR ALL PART LOTS
DENOTED THUS *
NOT TO SCALE

COMMON
PROPERTY
No.1



COMMON PROPERTY No.1

WARNING
THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSSES OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

SHEET 4

ORIGINAL SHEET
SIZE: A3

SCALE
1:250

2.5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: 1818852-B4
VERSION B4

ENLARGEMENT 2
DIAGRAM 1 (PART)
GROUND FLOOR

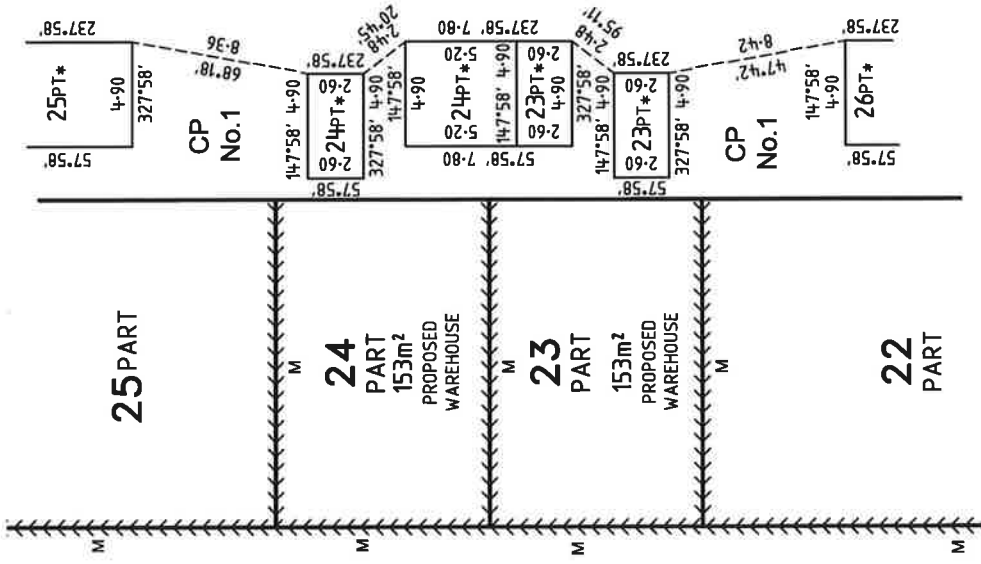


A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

SEE SHEET 7 FOR CONTINUATION

PS 822585J/S2

SEE SHEET 6 FOR CONTINUATION



25 PART

24 PART
153m²
PROPOSED
WAREHOUSE

23 PART
153m²
PROPOSED
WAREHOUSE

22 PART

S3 PART

58°07'40" 235.54

WARNING

THIS IS A COPY OF AN UNREGISTERED PLAN AS ALTERNATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY CONTRACTOR AND REGISTRAR. LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.



SEE SHEET 3 FOR CONTINUATION

ENLARGEMENT 3
DIAGRAM 1 (PART)
GROUND FLOOR

SHEET 5

ORIGINAL SHEET
SIZE: A3

SCALE
1:250

2.5 0 5 10
LENGTHS ARE IN METRES

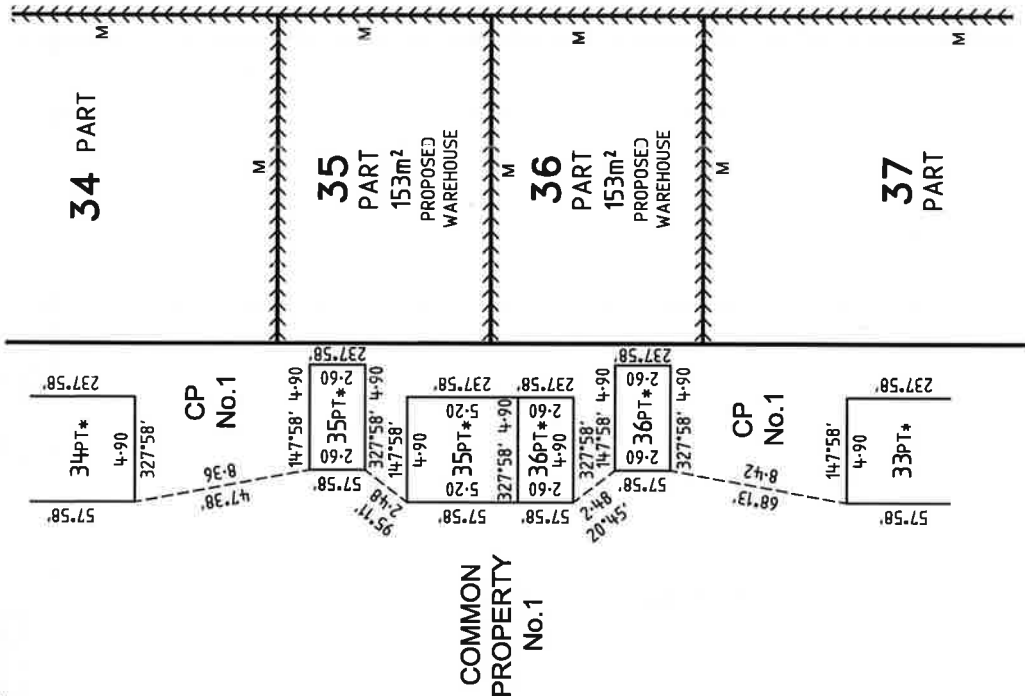
LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: 1818852-B4
VERSION B4

A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au





SEE SHEET 8 FOR CONTINUATION



SEE SHEET 5 FOR CONTINUATION

ENLARGEMENT 4
DIAGRAM 1 (PART)
GROUND FLOOR

SEE SHEET 4 FOR CONTINUATION

PS 822585J/S2

WARNING
THIS IS A COPY OF AN UNREGISTERED PLAN, AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION. LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.



A.C.N. 129 548 064
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

SCALE
1:250

2.5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: 18188S2-B4
VERSION B4

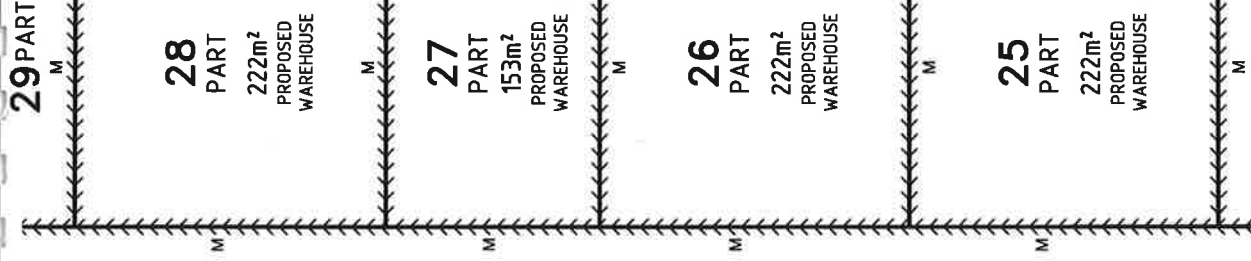
SHEET 6

SEE SHEET 9 FOR CONTINUATION

PS 822585J/S2

SEE SHEET 8 FOR CONTINUATION

WARNING
 THIS IS A COPY OF AN UNREGISTERED PLAN, AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION. LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF ANY PERSON OR CORPORATION WHO RELIES ON THIS PLAN FOR ANY PURPOSE.



S3 PART

58°07'40" 235.54

ENLARGEMENT 5
 DIAGRAM 1 (PART)
 GROUND FLOOR

SHEET 7

ORIGINAL SHEET
 SIZE: A3



LICENSED SURVEYOR: ANDREAS CIRUGEDA
 SURVEYOR'S FILE REF: 18186S2-B4
 VERSION B4

SEE SHEET 5 FOR CONTINUATION

A.C.N. 128 548 054
 Level 1 Suite 2
 327 Police Road, Mulgrave
 Tel: (03) 9790 0399
 www.landdimensions.net.au

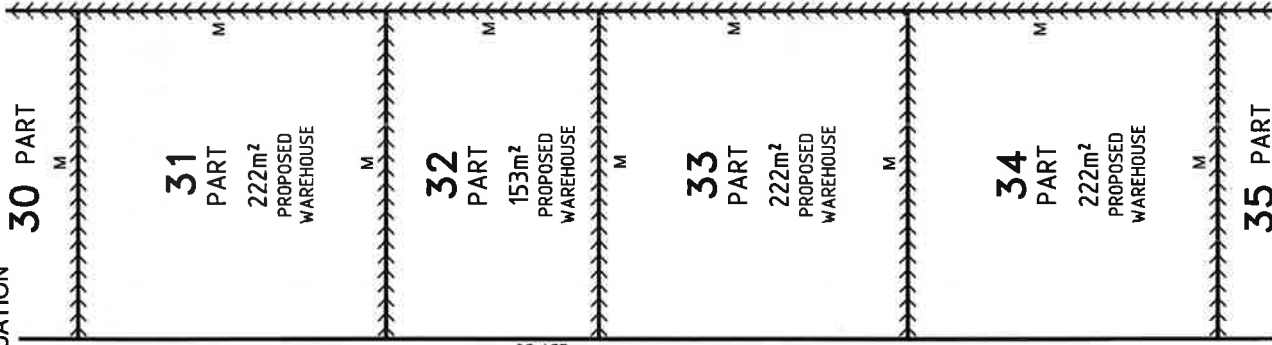


PS 822585J/S2

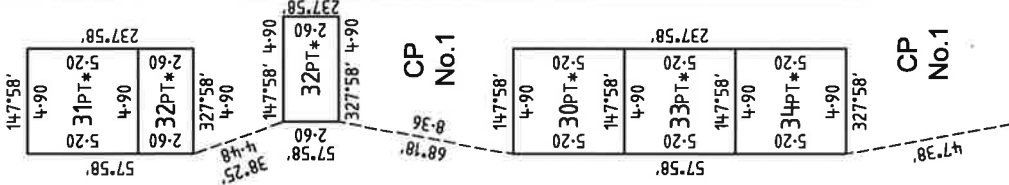
SEE SHEET 10 FOR CONTINUATION



SEE SHEET 7 FOR CONTINUATION



COMMON PROPERTY No.1



SEE SHEET 6 FOR CONTINUATION

WARNING

THIS IS A COPY OF AN UNREGISTERED PLAN AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO DETACHMENT AND REGISTRATION. LAND DIMENSIONS PLY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

**ENLARGEMENT 6
DIAGRAM 1 (PART)
GROUND FLOOR**

SHEET 8

ORIGINAL SHEET SIZE: A3

SCALE 1:250

2.5 0 5 10

LENGTHS ARE IN METRES

LICENSED SURVEYOR: ANDREAS CIRUGEDA

SURVEYOR'S FILE REF: 18186S2-34

VERSION B4

A.C.N. 129 548 054

Level 1 Suite 2

327 Police Road, Mulgrave

Tel: (03) 9790 0399

www.landdimensions.net.au

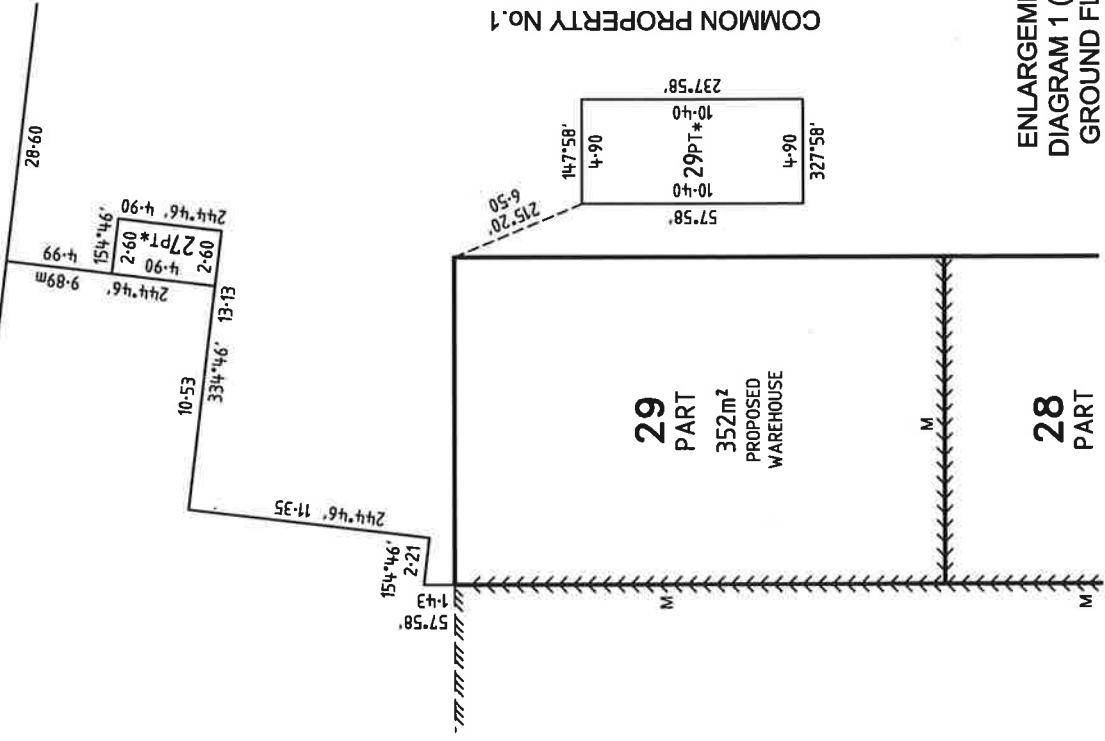




PS 822585J/S2

154'46" 95.86
67'26"

SEE SHEET 10 FOR CONTINUATION



S3 PART

29 PART
352m²
PROPOSED
WAREHOUSE

28 PART

COMMON PROPERTY No.1

ENLARGEMENT 7
DIAGRAM 1 (PART)
GROUND FLOOR

58'07'40" 235.54

SEE SHEET 7 FOR CONTINUATION

WARNING
THIS IS A COPY OF AN UNREGISTERED PLAN, AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION. LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.



A.C.N. 128 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

SCALE
1:250

LENGTHS ARE IN METRES

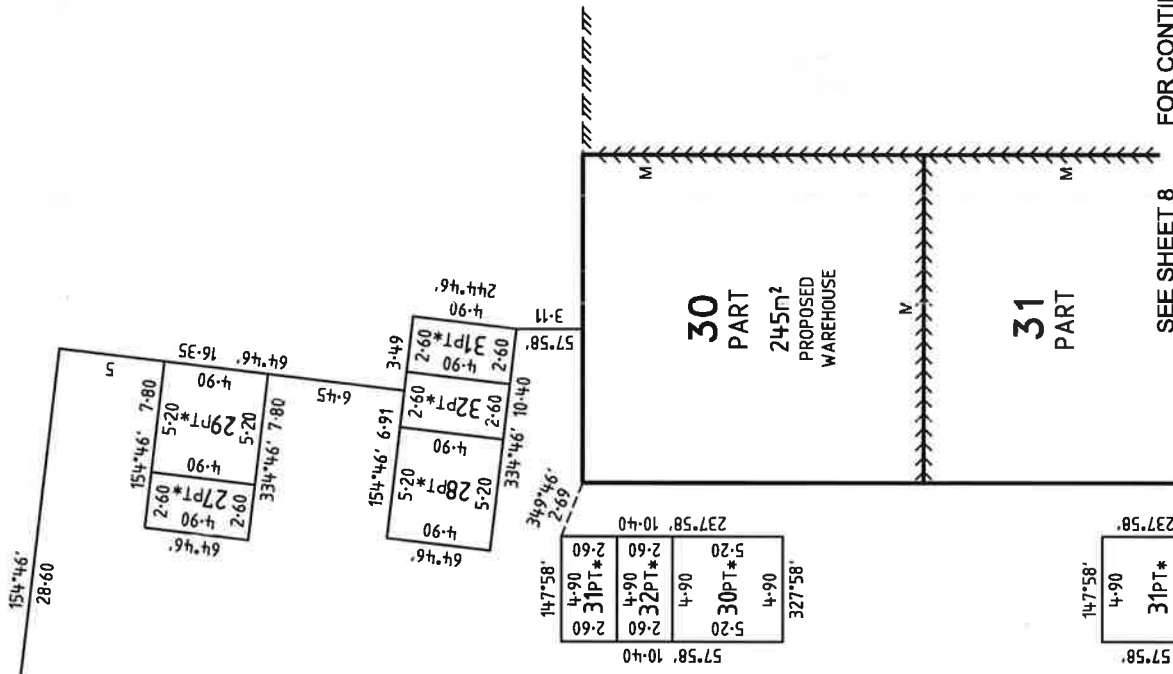
ORIGINAL SHEET
SIZE: A3

SHEET 9

LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: 18188S2-B4
VERSION B4

WARNING

THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.



SEE SHEET 9 FOR CONTINUATION

COMMON PROPERTY No.1

**ENLARGEMENT 8
DIAGRAM 1 (PART)
GROUND FLOOR**

SEE SHEET 8 FOR CONTINUATION



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

SCALE
1:250

2.5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: 18188S2-B4
VERSION B4

OWNERS CORPORATION SCHEDULE

PS822585J/S2

Owners Corporation No. 1 Plan No. PS822585J/S2

Land affected by Owners Corporation Lots: ALL OF THE LOTS IN THE TABLE BELOW

Common Property No.: 1

Limitations of Owners Corporation: UNLIMITED

Notations
NIL

Totals		
	Entitlement	Liability
This schedule	2247	2247
Previous stages	3756	3756
Overall Total	6003	6003

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
22	223	223									
23	97	97									
24	97	97									
25	140	140									
26	140	140									
27	97	97									
28	140	140									
29	223	223									
30	155	155									
31	140	140									
32	97	97									
33	140	140									
34	140	140									
35	97	97									
36	97	97									
37	223	223									
S3	1	1									

PLAN OF SUBDIVISION

LV use only
EDITION

PS 822585J/S3


Location of Land
 Parish: LYNDHURST
 Township: -
 Section: -
 Crown Allotment: 118 (PART)
 Crown Portion: -
 Title Reference:
 Last Plan Reference: LOT S3 ON PS822585J
 Postal Address: 107 WELLS ROAD
 (at time of subdivision) CHELSEA HEIGHTS 3196
 MGA Co-ordinates E 336 415 Zone: 55
 (of approx. centre N 5 788 750 GDA 94
 of land in plan)

Council Certification and Endorsement
 Council Name: KINGSTON CITY COUNCIL Ref:

Vesting of Roads and/or Reserves

Notations

Identifier	Council/Body/Person
NIL	NIL

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.
 LOCATION OF BOUNDARIES DEFINED BY BUILDINGS
 MEDIAN: BOUNDARIES MARKED 'M' SHOWN THUS 
 EXTERIOR FACE: ALL OTHER BOUNDARIES
 THICK BROKEN LINES DEFINE PROJECTION OF BOUNDARIES.
 P - PROJECTION

Notations

COMMON PROPERTY No. 1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS 1 to 21 (BOTH INCLUSIVE)
 CP No. 1 - COMMON PROPERTY No. 1

Depth Limitation DOES NOT APPLY

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.

Staging This is a staged subdivision Planning Permit No.
Survey This plan is based on survey
 This survey has been connected to permanent marks no(s)
 In Proclaimed Survey Area No.

COMMON PROPERTY No. 1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS 1 to 21 (BOTH INCLUSIVE)
 CP No. 1 - COMMON PROPERTY No. 1
 LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.

Easement Information

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

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

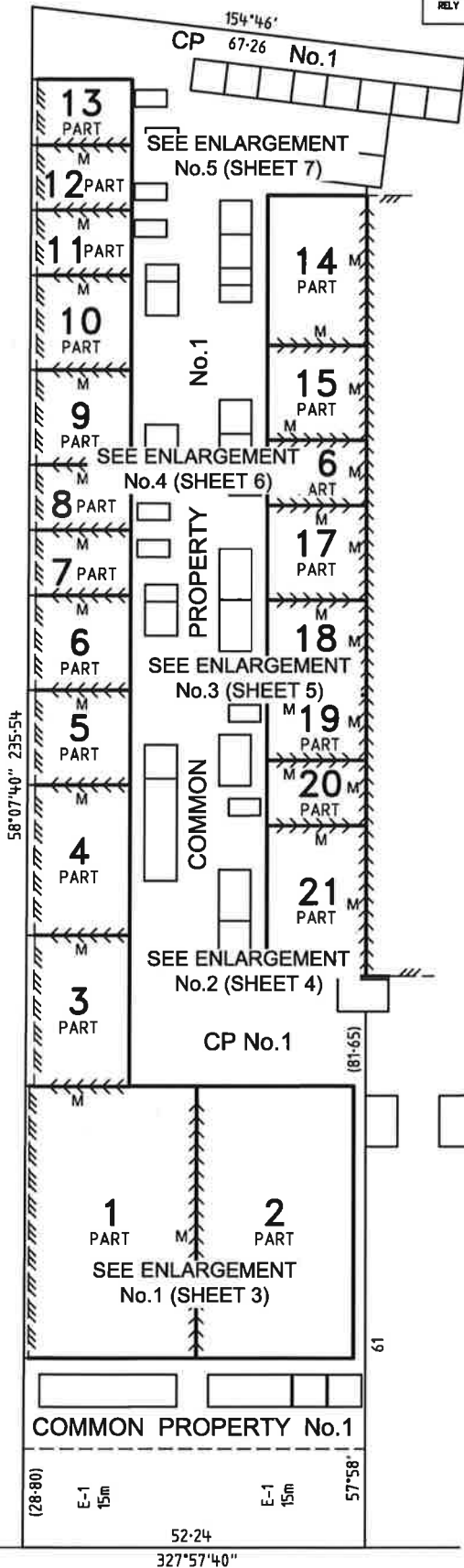
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1	WAY	15	LP216715M	LOTS ON LP216715M SOUTH EAST WATER CORPORATION
E-1	SEWERAGE	15	THIS PLAN	

WARNING
 THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

WARNING

THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

PS 822585J/S3



WELLS ROAD

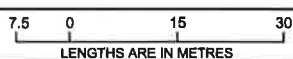
DIAGRAM 1
 SITE PLAN AND GROUND FLOOR
 SEE SHEETS 3 TO 7 (BOTH INCLUSIVE)
 FOR ENLARGEMENTS

LAND DIMENSIONS



A.C.N. 129 548 054
 Level 1 Suite 2
 327 Police Road, Mulgrave
 Tel: (03) 9790 0399
 www.landdimensions.net.au

SCALE
 1:750



ORIGINAL SHEET
 SIZE: A3

SHEET 2

LICENSED SURVEYOR: ANDREAS CIRUGEDA
 SURVEYOR'S FILE REF: 18188S3-B4
 VERSION B4



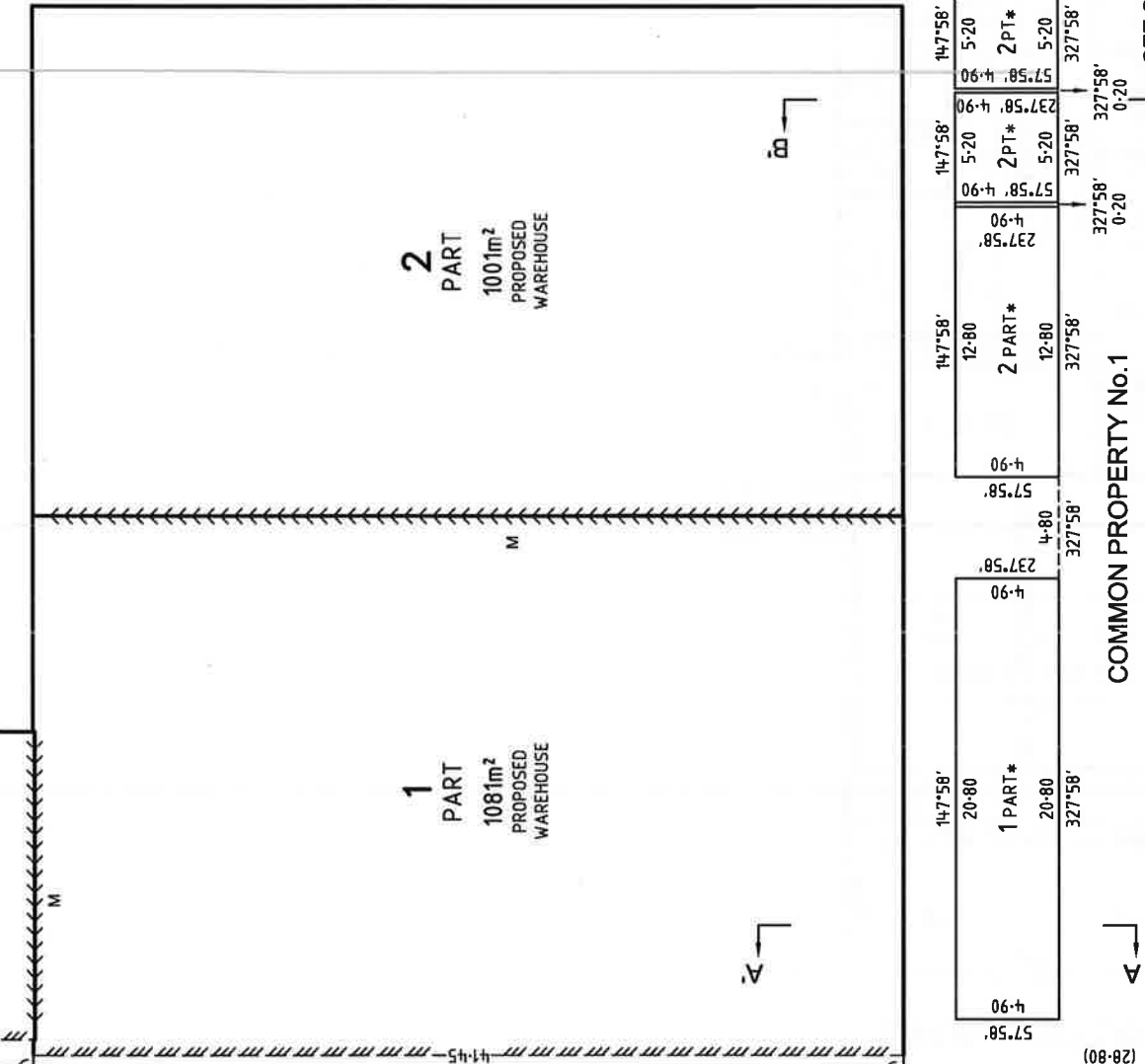
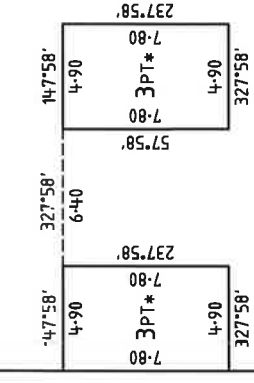
SEE SHEET 4 FOR CONTINUATION

COMMON PROPERTY No.1

3
PART

1
PART
1081m²
PROPOSED
WAREHOUSE

2
PART
1001m²
PROPOSED
WAREHOUSE



57°58' (81.65) 61

WARNING
THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERNATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE INCURRED IN ACCORDANCE TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

ENLARGEMENT 1
DIAGRAM 1 (PART)
GROUND FLOOR

SHEET 3

ORIGINAL SHEET
SIZE: A3

SCALE
1:250
LENGTHS ARE IN METRES

SEE SHEET 2 FOR CONTINUATION

COMMON PROPERTY No.1

SEE SHEET 2 FOR CONTINUATION

A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

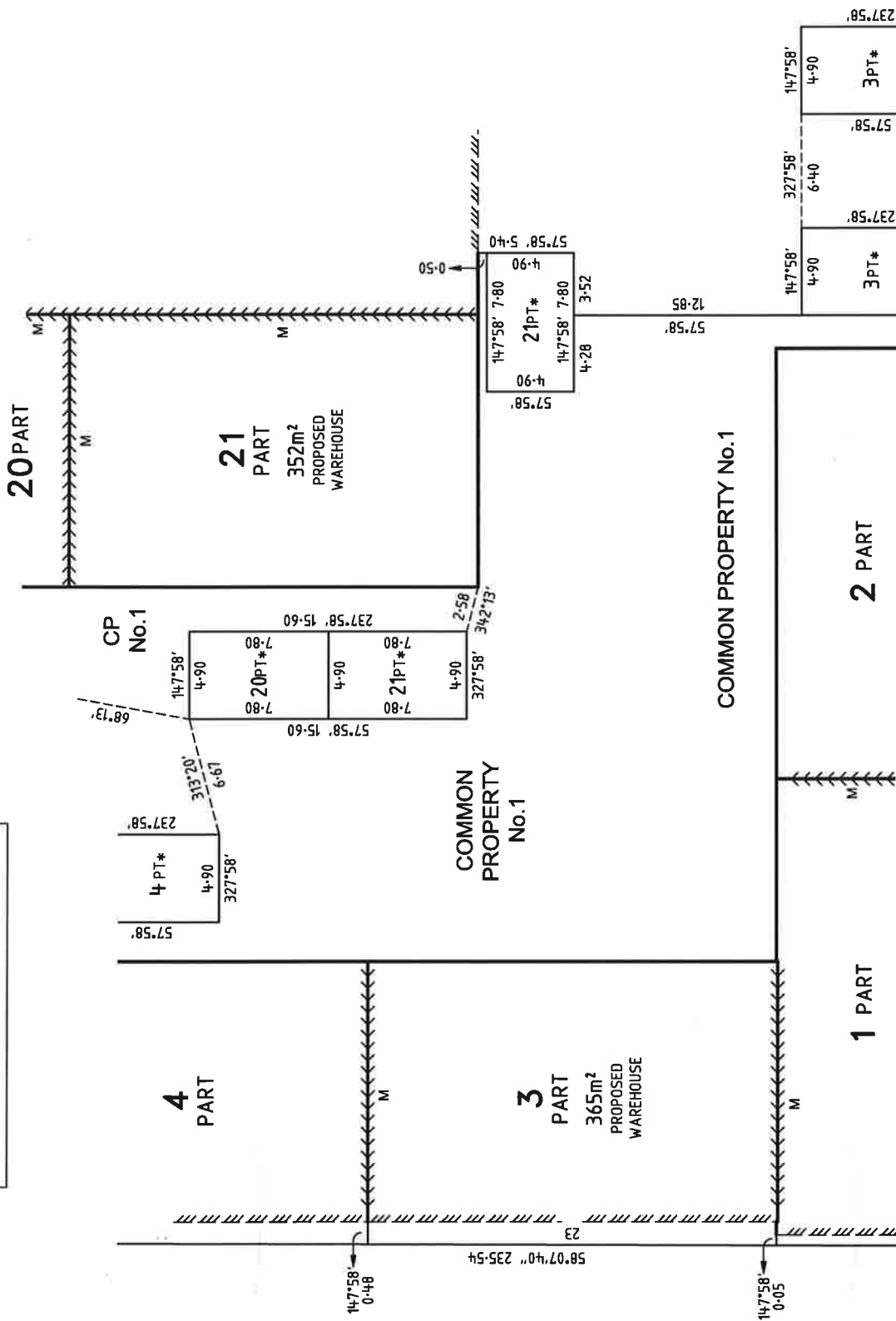


LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: 18188S3-B4
VERSION B4

SEE SHEET 5 FOR CONTINUATION

WARNING

THIS IS A COPY OF AN UNREGISTERED PLAN AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE INCURRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION. LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LIES OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.



ENLARGEMENT 2
DIAGRAM 1 (PART)
GROUND FLOOR

SEE SHEET 3 FOR CONTINUATION

SCALE
1:250

2.5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 4

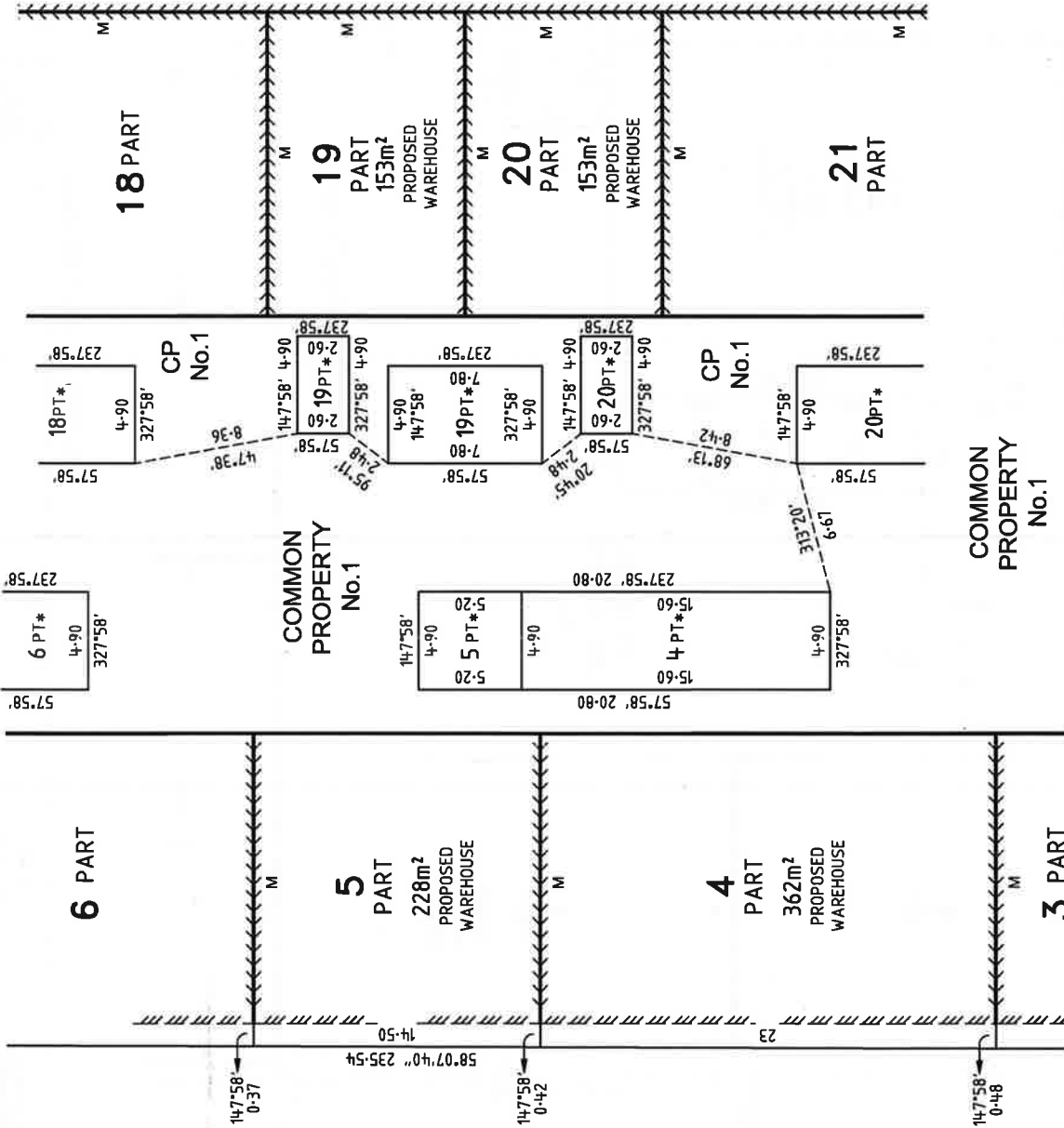
A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au



LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: 1818653-B4
VERSION B4

PS 822585J/S3

SEE SHEET 6 FOR CONTINUATION



WARNING
 THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

ENLARGEMENT 3
 DIAGRAM 1 (PART)
 GROUND FLOOR

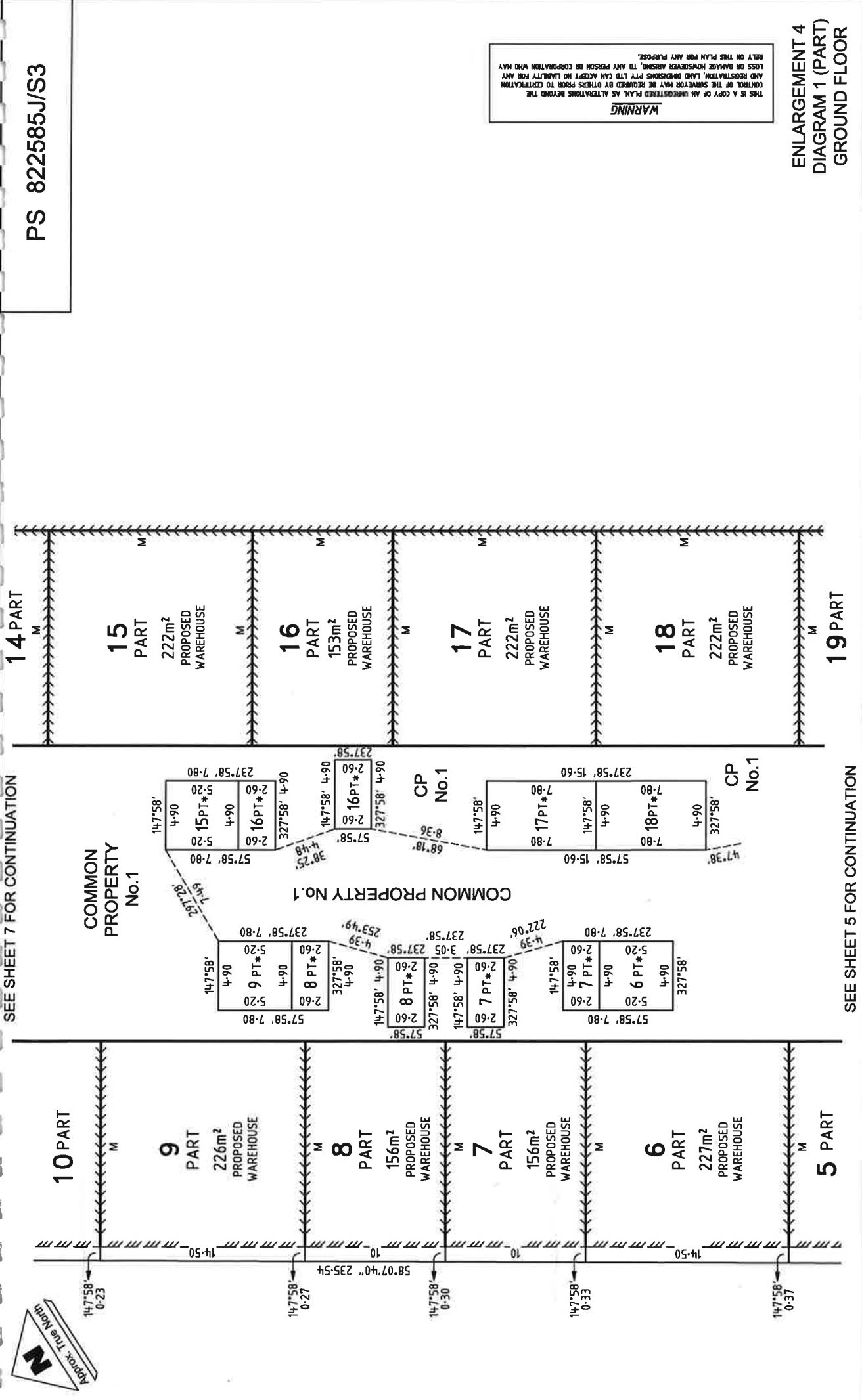
SEE SHEET 4 FOR CONTINUATION

<p>LAND DIMENSIONS A.C.N. 129 548 054 Level 1 Suite 2 327 Police Road, Mulgrave Tel: (03) 9790 0399 www.landdimensions.net.au</p>	SCALE 1:250	ORIGINAL SHEET SIZE: A3	SHEET 5
	LICENSED SURVEYOR: ANDREAS CIRUGEDA SURVEYOR'S FILE REF: 1818853-B4 VERSION B4		

PS 822585J/S3

WARNING
 THIS IS A COPY OF AN UNREGISTERED PLAN, AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION. LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

**ENLARGEMENT 4
 DIAGRAM 1 (PART)
 GROUND FLOOR**



SEE SHEET 7 FOR CONTINUATION

SEE SHEET 5 FOR CONTINUATION

SCALE: 1:250

LENGTHS ARE IN METRES

0 5 10

ORIGINAL SHEET SIZE: A3

SHEET 6

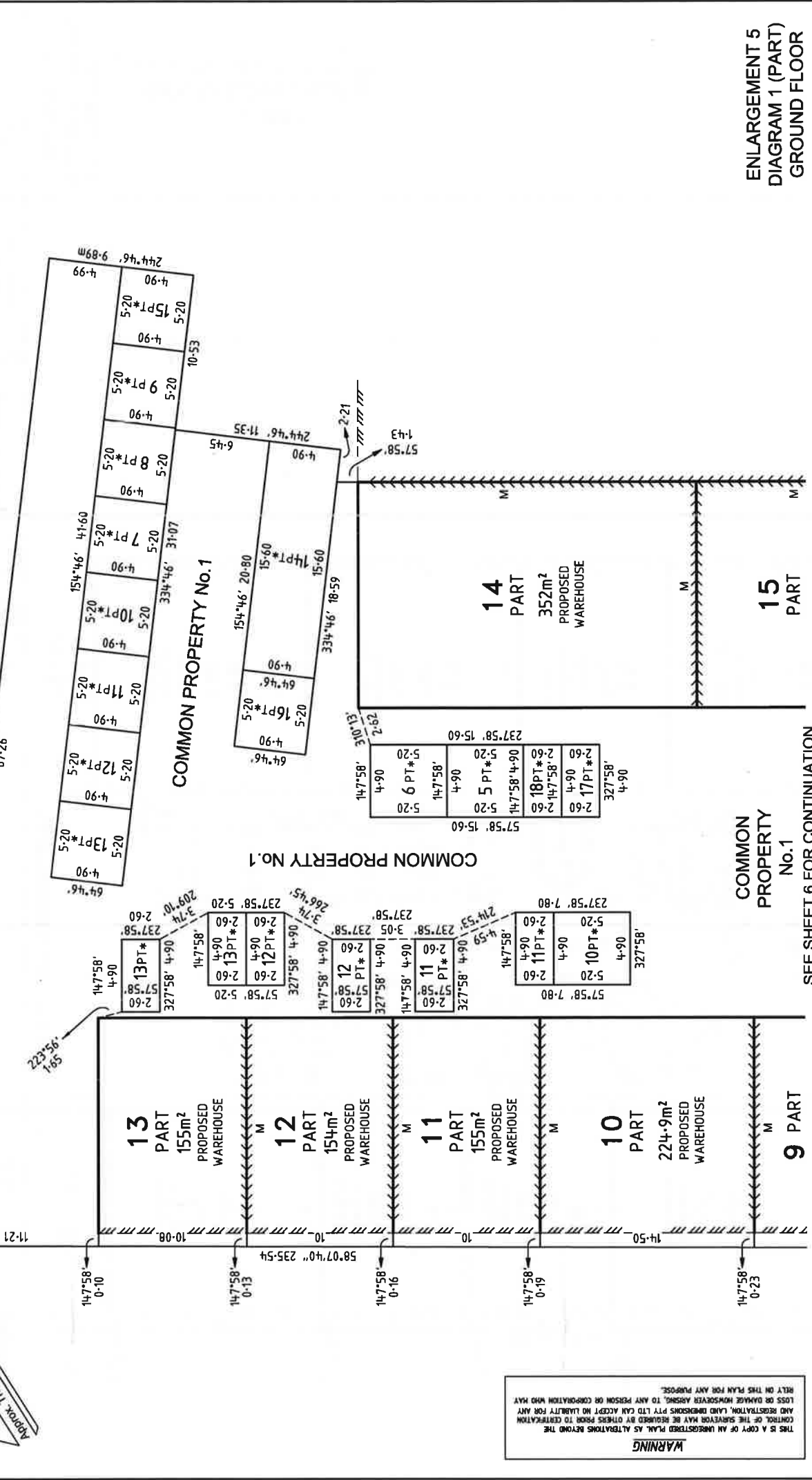
LICENSED SURVEYOR: ANDREAS CIRUGEDA
 SURVEYOR'S FILE REF: 181868S3-B4
 VERSION B4

LAND DIMENSIONS

A.C.N. 129 548 054
 Level 1 Suite 2
 327 Police Road, Mulgrave
 Tel: (03) 9790 0399
 www.landdimensions.net.au



WARNING
 THIS IS A COPY OF AN UNREGISTERED PLAN, AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.



A.C.N. 129 548 064
 Level 1 Suite 2
 327 Police Road, Mulgrave
 Tel: (03) 9790 0399
www.landdimensions.net.au

SEE SHEET 6 FOR CONTINUATION

SCALE 1:250
 LENGTHS ARE IN METRES
 ORIGINAL SHEET SIZE: A3
 SHEET 7

LICENSED SURVEYOR: ANDREAS CIRUGEDA
 SURVEYOR'S FILE REF: 1818863-B4
 VERSION B4

ENLARGEMENT 5
 DIAGRAM 1 (PART)
 GROUND FLOOR



3
PART

COMMON PROPERTY No.1

WARNING
THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

147°58'
0-05

M

SITE BOUNDARY
42.45

1
PART
1077m²
PROPOSED
WAREHOUSE

2
PART
1001m²
PROPOSED
WAREHOUSE

M

COMMON PROPERTY No.1

57°58'

A'

B'

147°58'
0-17

A

B

(27-80)

COMMON PROPERTY No.1

E-1
15m

COMMON PROPERTY No.1

E-1
15m

52.24

DIAGRAM 2 (PART)
FIRST FLOOR

WELLS ROAD

LAND DIMENSIONS



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

SCALE
1:250



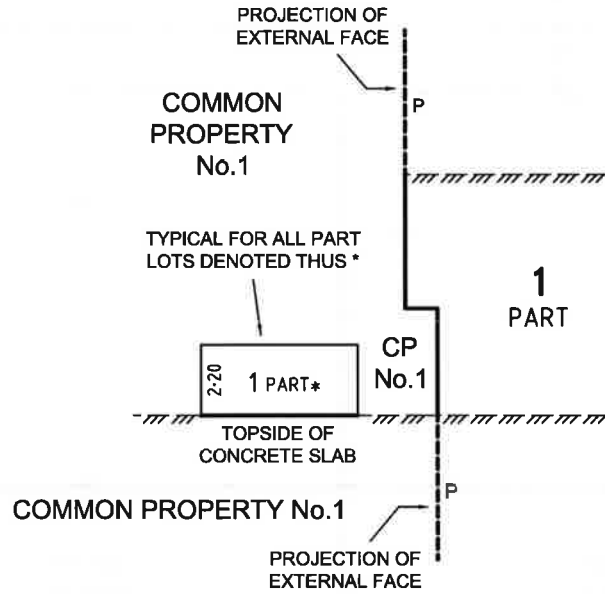
ORIGINAL SHEET
SIZE: A3

SHEET 8

LICENSED SURVEYOR: ANDREAS CIRUGEDA
SURVEYOR'S FILE REF: 18188S3-B4
VERSION B4

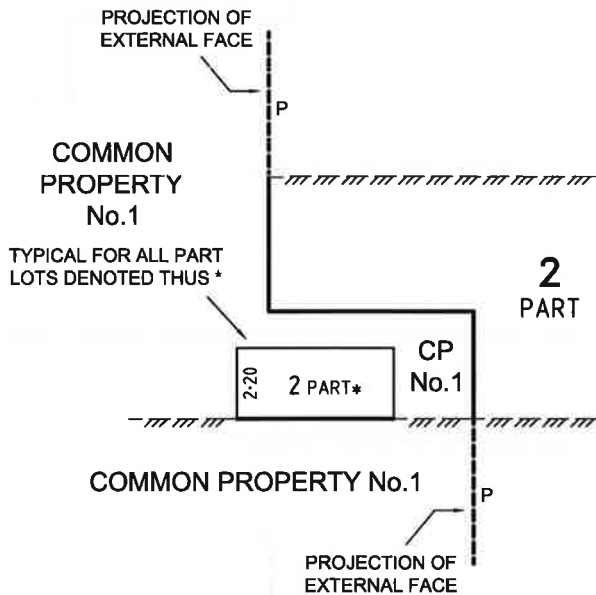
SECTION A-A'

NOT TO SCALE

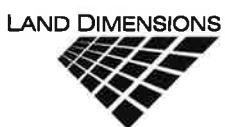


SECTION B-B'

NOT TO SCALE

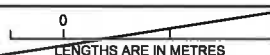


WARNING
 THIS IS A COPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, LAND DIMENSIONS PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.



A.C.N. 129 548 054
 Level 1 Suite 2
 327 Police Road, Mulgrave
 Tel: (03) 9790 0399
 www.landdimensions.net.au

SCALE
N.T.S.



LICENSED SURVEYOR: ANDREAS CIRUGEDA
 SURVEYOR'S FILE REF: 18188S3-B4
 VERSION B4

ORIGINAL SHEET
 SIZE: A3

SHEET 9

OWNERS CORPORATION SCHEDULE

PS822585J/S3

Owners Corporation No. 1 Plan No. PS822585J/S3

Land affected by Owners Corporation Lots: ALL OF THE LOTS IN THE TABLE BELOW

Common Property No.: 1

Limitations of Owners Corporation: UNLIMITED

Notations
NIL

Totals		
	Entitlement	Liability
This schedule	3998	3998
Previous stages	6002	6002
Overall Total	10000	10000

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	684	684									
2	633	633									
3	231	231									
4	229	229									
5	144	144									
6	143	143									
7	99	99									
8	99	99									
9	143	143									
10	142	142									
11	98	98									
12	98	98									
13	98	98									
14	223	223									
15	140	140									
16	97	97									
17	140	140									
18	140	140									
19	97	97									
20	97	97									
21	223	223									

SURVEYORS FILE REFERENCE: 18188S3-B4

SHEET 1

LAND DIMENSIONS



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

ORIGINAL SHEET
SIZE: A3

LICENSED SURVEYOR: ANDREAS CIRUGEDA
VERSION B4



358163-001 011774(23801) U H1
XIAO DONG WANG
107 WELLS ROAD
CHELSEA HEIGHTS VIC 3196

Account number: 34050191

Date due: 01 December 2020

Last bill	Payments received	Balance	Current charges	Total due
\$682.85	- \$682.85cr	\$0.00	+ \$231.65	\$231.65

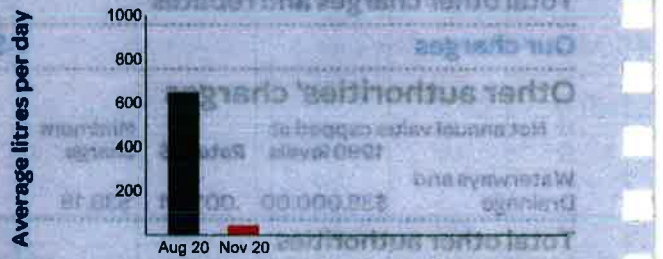
Your account breakdown

Issue date	12 November 2020
Property	107 Wells Road CHELSEA HEIGHTS VIC 3196
Property reference	520//12670/00180
Last bill	\$682.85
Payment received	\$682.85cr
Balance brought forward	\$0.00
Our charges (no GST)	\$189.46
Other authorities' charges (no GST)	\$42.22
Total due	\$231.65

Your snapshot

Average daily water use **42 litres**

Your water use



Previous bills

PROCESSED
1-DEC-20

Payment options



Direct Debit
Set up payments at southeastwater.com.au



BPAY® (Up to \$20,000)
Bill code: 24208 Ref: 1003 4050 1900 000



Credit Card
Pay by Visa or MasterCard at southeastwater.com.au
or call 1300 659 658.



EFT (Electronic Funds Transfer)
BSB: 033-874 Account number: 34050191
Account name: South East Water Corporation



Cheque
Mail a cheque with this portion of your bill to:
South East Water, GPO Box 2763 Melbourne VIC 3001



Postbillpay
BillpayCode: 0361 Ref: 1003 4050 1900 000
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Property ref: 520//12670/00180
107 WELLS ROAD
CHELSEA HEIGHTS VIC 3196

PN520



*361 100340501900000

Total due: \$231.65

Account number: 34050191

Date paid:

Receipt number:

Our charges

Meter reading details

Date read: 09/11/2020

Meter Number	current read	previous read	consumption (kl)	Estimate or Actual read
SEMA000618	63	59	4	A
SBFF002321	1	0	1	A

One kilolitre (kl) equals 1,000 litres.

Approximate date for next meter reading is **08 February 2021**.

Water usage For period 06/08/20 to 09/11/20 (95 days)

4 kl @ \$3.3557 per kl = **\$13.42**

Sewage disposal

3.60 kl @ \$1.8356 per kl = **\$6.61**

Total usage charges **\$20.03**

Service charges

For period 01/10/20 to 31/12/20

Water service charge **\$25.53**

Sewerage service charge **\$110.48**

Total service charges **\$136.01**

Other charges and rebates

Fire service charges

Service (1 @ \$30.19 per unit) 01/10/20 to 31/12/20 **\$30.19**

Usage (1 kl @ \$3.229 per kl) 06/08/20 to 09/11/20 **\$3.23**

Total other charges and rebates **\$33.42**

Our charges **\$189.46**

Other authorities' charges

Net annual value capped at 1990 levels	Rate in \$	Minimum charge	Charge
Waterways and Drainage	\$38,000.00	.001111	\$39.18

Total other authorities **\$42.22**

Total current charges **\$231.65**

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.87 million Melburnians. For more details about our charges see southeastwater.com.au/businessprices

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see melbournewater.com.au. The charge is for **01/10/20 to 31/12/20**.

Never miss a bill

Switch to eBilling today at southeastwater.com.au/paperless



South East Water Corporation

ABN 89 066 902 547

101 Wells Street Frankston VIC 3199

PO Box 2268 Seaford VIC 3198 Australia



SENDER
City of Kingston
 PO Box 1000 Mentone VIC 3194

Rates & Valuation Notice

NOTICE FOR PERIOD 1 JULY 2020 TO 30 JUNE 2021



031 0018890

Popwells Development Pty Ltd
 38 Brindley St
 DANDENONG SOUTH VIC 3175

TAX INVOICE
 ABN 80 640 377 247
kingston.vic.gov.au
 1300 653 356 131 450
info@kingston.vic.gov.au
cityofkingston

COMMUNITY SUPPORT PACKAGE

Support is available for ratepayers in our community who are struggling due to COVID-19, including:

- \$116 waste discount if you have a residential bin service
- Rates rebates for residential ratepayers on JobKeeper and to businesses on JobKeeper
- Rates payment deferral options
- Interest from unpaid rates last year waived
- No interest added until after 30 June 2021

Visit kingston.vic.gov.au/rates for more and to apply for rebates.

NOTICE SUMMARY

ASSESSMENT NUMBER **114775/8**

DATE ISSUED **04/09/2020**

TOTAL AMOUNT PAYABLE
\$17,327.26

INCLUDES THE FOLLOWING:

TOTAL REBATES
\$0.00

ARREARS OUTSTANDING
\$0.00

Interest will be charged on outstanding arrears from 30 June 2021.

PROPERTY DETAILS

DESCRIPTION
107 Wells Road, CHELSEA HEIGHTS VIC 3196

SITE VALUE
\$8,350,000

CAPITAL IMPROVED VALUE
\$8,350,000

NET ANNUAL VALUE
\$417,500

OPERATIVE VALUATION DATE
1 July 2020

LEVEL OF VALUE DATE
1 January 2020

LAND USE (FOR FSPL)
Vacant Land

AVPCC
300 - Industrial Development Site

Council Rate & Charges 2020/2021	
General Rate = CIV x 0.0019178 rate in \$	\$16,011.96
Municipal Charge	\$100.00
Total Council Rate & Charges 2020/2021	\$16,111.96
State Government Fire Services Property Levy 2020/2021	
FRV Vacant Land - CIV X .000118 rate in \$	\$985.30
FRV Vacant Non Res Land FSPL-Fixed	\$230.00
Total State Government Fire Services Property Levy 2020/2021	\$1,215.30
TOTAL	\$17,327.26

Payments and ownership changes made after 25 August 2020 are not shown on this notice.

PROCESSED
 23-sep-20

PAYMENTS AND OWNERSHIP CHANGES MADE AFTER 25 AUGUST 2020 MAY NOT BE SHOWN IN THIS NOTICE.

PAYMENT OPTIONS

PAY BY INSTALMENTS

30 SEPTEMBER 2020	\$4,331.86
30 NOVEMBER 2020	\$4,331.80
28 FEBRUARY 2021	\$4,331.80
31 MAY 2021	\$4,331.80

To take up the instalment option, please make the first payment by 30 September 2020. Your first instalment will include any arrears outstanding (if any).

PAY A LUMP SUM

Take up this option by paying the total amount in one easy transaction.

\$17,327.26

Due date 15 February 2021

DIRECT DEBIT

To pay your account by direct debit, first notify Council by completing and returning our authorisation form found at kingston.vic.gov.au/rates

Payments will be debited at the end of every month from September to June, your first payment includes outstanding arrears (if any).

1 x FIRST PAYMENT AMOUNT

Advised upon application

9 x REMAINING MONTHLY AMOUNTS

Advised upon application

HOW TO PAY

pay online
 quick and secure

kingston.vic.gov.au/pay

Register to receive your notice via email

GO TO KINGSTON.VIC.GOV.AU/RATES



Rates payment slip

IF PAYING BY MAIL, RETURN THIS SLIP WITH YOUR REMITTANCE

ASSESSMENT NUMBER:
114775/8

RATEPAYER:
Popwells Development Pty Ltd

PROPERTY DESCRIPTION:
107 Wells Road, CHELSEA HEIGHTS VIC 3196

SEE OVERLEAF FOR OTHER PAYMENT OPTIONS AND DETAILS

BPOINT
 1300 276 468
BILLER CODE
 8938
REF
 1147 758

BPAY
BPAYVIEW
It just makes sense
 Contact your bank or financial institution.
BILLER CODE
 8938
REF
 1147 758

Post Billpay
 131 816
BILLER CODE
 0327
REF
 0011 4775 8

ARREARS ONLY \$0.00

INSTALMENT \$4,331.86

FULL PAYMENT \$17,327.26

INTERNAL USE ONLY



*327 001147758



*327 001147758





City of Kingston
PO Box 1000 Mentone VIC 3194

Rates & Charges for period 1 July 2020 to 30 June 2021

Second Instalment Notice

031 0005853

Popwells Development Pty Ltd
38 Brindley St
DANDENONG SOUTH VIC 3175

TAX INVOICE
ABN 80 640 377 247
kingston.vic.gov.au
1300 653 356 131 450
info@kingston.vic.gov.au
cityofkingston kingstoncc

NOTICE SNAPSHOT

ASSESSMENT SUMMARY

ASSESSMENT NUMBER 114775/8
DATE ISSUED 09/11/2020

ARREARS OUTSTANDING

DUE IMMEDIATELY
\$0.00

Interest will be charged on outstanding arrears from 30 June 2021.

PAYMENT PLAN

Please note: your first instalment will include any arrears outstanding

30/11/2020	\$4,331.80
28/02/2021	\$4,331.80
31/05/2021	\$4,331.80

PAYMENT OPTIONS

DIRECT DEBIT & OTHER OPTIONS
See overleaf for more information.



COMMUNITY SUPPORT PACKAGE

Support is available for ratepayers in our community who are struggling due to COVID-19, including:

- 51% waste discount if you have a residential bin service
- Rates rebates for residential ratepayers on JobSeeker and to businesses on JobKeeper (only one JobKeeper or JobSeeker rebate application can be made per annum)
- Rates payment deferral options
- Interest from unpaid rates last year waived
- No interest added until after 30 June 2021

Visit kingston.vic.gov.au/rates for more and to apply for rebates.

PROPERTY DESCRIPTION

107 Wells Road, CHELSEA HEIGHTS VIC 3196

INSTALMENT AMOUNT PAYABLE \$4,331.80

Total Amount Due 30 November 2020 **\$4,331.80**

Payments made after 02 November 2020 may not show on this notice.

Rates and Charges for period 1 July 2020 to 30 June 2021
Second Instalment Notice

PROCESSED
1-DEC-20

CHANGED YOUR DETAILS? Go to kingston.vic.gov.au/contactdetails

Register to receive your notice via email

GO TO KINGSTON.VIC.GOV.AU/RATES

Rates payment slip

IF PAYING BY MAIL, RETURN THIS SLIP WITH YOUR REMITTANCE

ASSESSMENT NUMBER:

114775/8

RATEPAYER:

Popwells Development Pty Ltd

PROPERTY DESCRIPTION:

107 Wells Road, CHELSEA HEIGHTS VIC 3196

SEE OVERLEAF FOR OTHER PAYMENT OPTIONS AND DETAILS



1300 274 448

BILLER CODE
8938

REF
1147 758



Contact your bank or financial institution.

BILLER CODE
8938

REF
1147 758



It just makes sense

Receive, pay and store your bills in your online banking.



131 816

BILLER CODE
0327

REF
0011 4775 8

ARREARS ONLY

INSTALMENT \$4,331.80

FULL PAYMENT

INTERNAL USE ONLY



*327 001147758



1005853 0006468 #78147

Land Tax Clearance Certificate

Land Tax Act 2005



HENLEY LEGAL

Your Reference: POPWELLS2019

Certificate No: 35539947

Issue Date: 28 FEB 2020

Enquiries: CXE2

Land Address: 107 WELLS ROAD CHELSEA HEIGHTS VIC 3196

Land Id	Lot	Plan	Volume	Folio	Tax Payable
22567583			9948	823	\$223,861.29

Vendor: STELLER 228 PTY LTD (ACN 619 742 228)

Purchaser: POPWELLS DEVELOPMENT PTY LTD

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
STELLER 228 PTY LTD	2020	\$7,800,000	\$132,975.00	\$0.00	\$132,975.00

Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
STELLER 228 PTY LTD	2019	\$127,912.50	\$7,973.79	\$90,886.29

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$7,800,000

SITE VALUE: \$7,800,000

AMOUNT PAYABLE: \$223,861.29

Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 35539947

- Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
- If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
- If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
- If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
 - vendor, or
 - purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
- 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 an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- 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 (including special land tax and vacant residential land tax).
- You can request a free update of a Land Tax Clearance Certificate via our website if:
 - there is no change to the parties involved in the transaction, and
 - the request is within 90 days of the original certificate being issued.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$132,975.00

Taxable Value = \$7,800,000

Calculated as \$24,975 plus (\$7,800,000 - \$3,000,000)
multiplied by 2.250 cents.

Land Tax Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 35539947

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 35539947

Visa or Mastercard.

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Report

from www.land.vic.gov.au on 20 April 2020 10:37 AM

Address: 107 WELLS ROAD CHELSEA HEIGHTS 3196

Lot and Plan Number: Lot 1 LP216718

Standard Parcel Identifier (SPI): 1\LP216718

Local Government (Council): KINGSTON **Council Property Number:** 442376

Directory Reference: Melway 93 F8

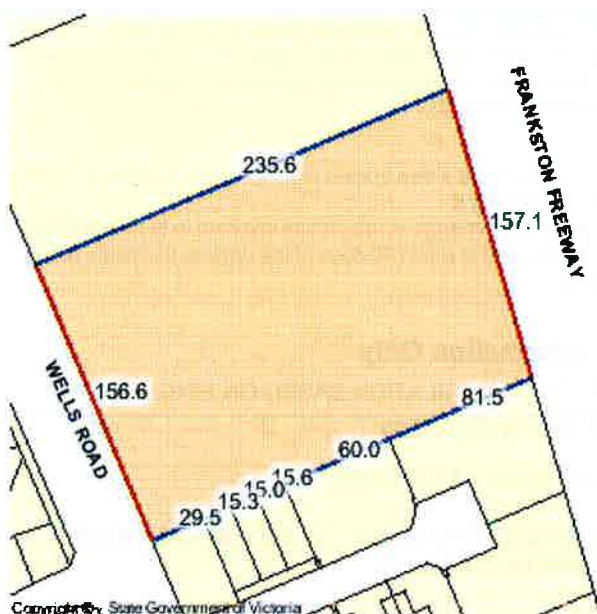
This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

Site Dimensions

All dimensions and areas are approximate. They may not agree with the values shown on a title or plan.



Area: 35363 sq. m

(3.5 ha)

Perimeter: 766 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

State Electorates

Legislative Council: SOUTH-EASTERN METROPOLITAN

Legislative Assembly: MORDIALLOC

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: South East Water

Melbourne Water: inside drainage boundary

Power Distributor: UNITED ENERGY (Information about [choosing an electricity retailer](#))

Planning information continued on next page

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

Planning Zone Summary

Planning Zone: COMMERCIAL 2 ZONE (C2Z)

Planning Overlay: None

Areas of Aboriginal Cultural Heritage Sensitivity:

All or part of this property is an 'area of cultural heritage sensitivity'.

Planning scheme data last updated on 17 April 2020.

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

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

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

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

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

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

The Planning Property Report includes separate maps of zones and overlays

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

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

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

Areas of Aboriginal Cultural Heritage Sensitivity

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

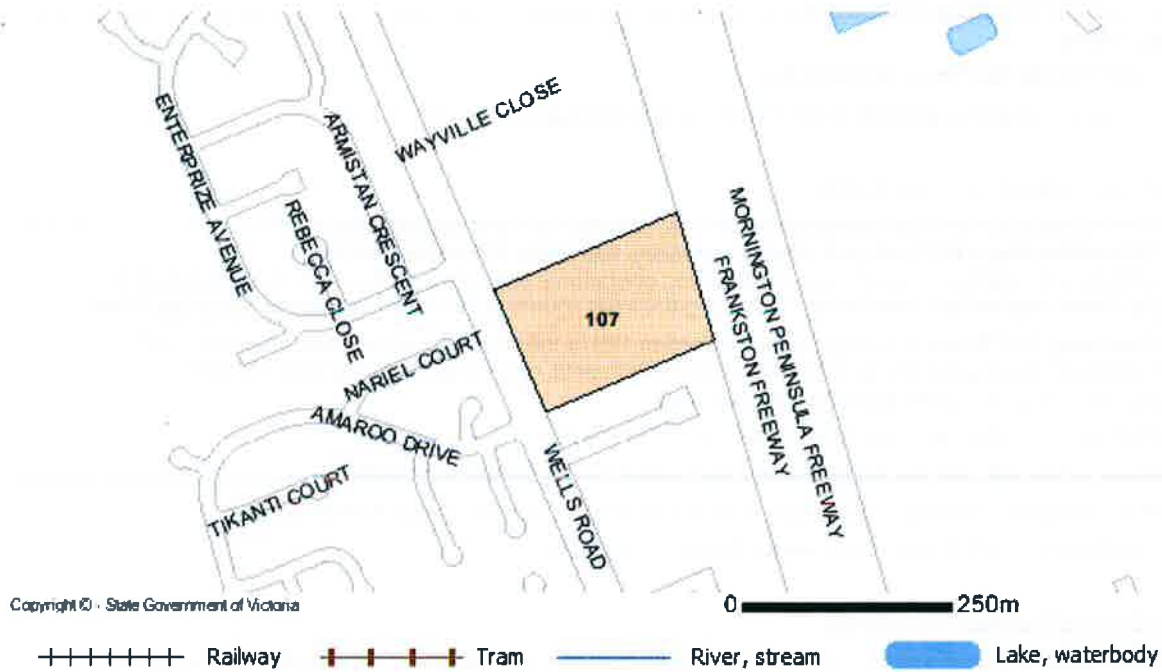
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>

Area Map



9 October 2018

Steller 75 Pty Ltd
840 Dandenong Rd
CAULFIELD EAST VIC 3145

Dear Sir/Madam,

Application No: KP-2015/292/B
Proposal: Use and develop the land for the construction of warehouses and retail and ancillary office, reduction in the car parking requirements and creation of access to a Road Zone Category 1
Address: 107 Wells Road, CHELSEA HEIGHTS VIC 3196

Please find enclosed your Amended Planning Permit issued in respect of the above application. The Amended Planning Permit contains a number of conditions. You should make sure that you are familiar with these conditions before you act on this permit. The permit conditions must be followed and no variation should be made without the prior written consent of Council.

You may also need building or other approvals from Council or other Authorities, including the submission of additional plans for approval under this Planning Permit. You should ensure that these matters are attended to prior to acting on this Planning Permit.

Any variation from the Amended Planning Permit and Approved Plans will require prior written consent from Council. This may require you to submit a new application for a Planning Permit dependent upon the nature of the changes. An Enforcement Notice will be issued to a building surveyor who fails to comply with the Building Regulations as they relate to Planning consent. Enforcement action under the Planning & Environment Act 1987 may also involve the owner of the land, where they have shown disregard for the conditions of this Planning Permit issued under the Kingston Planning Scheme.

Any approval given by Council is likely to contain conditions relating to stormwater management. Please note that Kingston Council and Melbourne Water have recently launched an innovative two-year pilot project offering more flexible options for developers to meet their stormwater quality obligations. An introductory brochure that explains Kingston's new approach, plus a detailed guide is now available on Council's website via the following link www.kingston.vic.gov.au/watermanagement

PLEASE READ AND CONSIDER ALL THE CONDITIONS CAREFULLY.

community inspired leadership

kingston.vic.gov.au

Cheltenham 1230 Nepean Highway Mentone 34 Brindisl Street Chelsea 1 Chelsea Road

☎ 1300 653 356 📞 131 450 📞 03 9581 4500 📧 PO Box 1000, Mentone 3194 📧 info@kingston.vic.gov.au 📱 cityofkingston 🐦 kingstoncc

If you are aggrieved by any condition on this permit you may lodge an application for review with the Victorian Civil and Administrative Tribunal. The reverse page of the Planning Permit contains details regarding this process. We recommend that prior to the lodging of an appeal that you discuss your concerns with Council.

If this permit involves buildings and works which require a Building Permit the applicant/owner must provide a copy of the planning permit to the appointed Building Surveyor. It is then the responsibility of the applicant/owner and Building Surveyor to ensure that all buildings and development works approved by any building permit are consistent with the planning permit issued for the land.

Council has recently developed the 'Guidelines for Public Safety and Amenity When Building in the City of Kingston' that provides clear guidance to land owners and builders of the responsibilities they have when building in Kingston. The guidelines can be found at <http://www.kingston.vic.gov.au/Property-and-Development/Construction>. On the basis that you are not the owner of the land or the builder engaged to undertake the works allowed for by this Planning Permit can you make both these parties aware of these guidelines.

Should your planning permit conditions require you to submit a Construction Management Plan (CMP) before your commence works, please refer to the requirements and checklists in Kingston's Construction Management Guidelines which can be found at <http://www.kingston.vic.gov.au/Property-and-Development/Construction>

The Planning Permit contains an expiry date. If works have not commenced or are not completed within the required time, it is the responsibility of the permit holder to seek an extension of time. Council does not remind you of this date. Please note the condition relating to the expiry of the permit is taken from the original planning permit issued date, not any amended permit issued date.

Requests for an Extension of Time are not automatically granted, and each application will be considered on its merits against the provisions of the Kingston Planning Scheme at the time of the request. Obtaining endorsed plans or further planning permit approvals does not automatically extend the permit.

If a request for an Extension to Extend the Permit is made out of time, the Responsible Authority **cannot** consider the request and the Permit Holder **will not be able** to apply to The Tribunal.

Should you have any further enquiries, please contact Guillermo Henning on 03 9581 4417 or email guillermo.henning@kingston.vic.gov.au.

Yours faithfully



Ian Nice
Manager – City Development

Enc

community inspired leadership

kingston.vic.gov.au

Cheltenham 1230 Nepean Highway Mentone 34 Brindisi Street Chelsea 1 Chelsea Road

1300 653 356 131 450 03 9581 4500 PO Box 1000, Mentone 3194 info@kingston.vic.gov.au [cityofkingston](https://www.facebook.com/cityofkingston) [kingstoncc](https://twitter.com/kingstoncc)

PLANNING PERMIT

Permit Number:

KP-2015/292

Planning Scheme:

KINGSTON

Responsible Authority:

**KINGSTON CITY
COUNCIL**

ADDRESS OF THE LAND:

107 Wells Road, CHELSEA HEIGHTS

THE PERMIT ALLOWS:

Use and develop the land for the construction of warehouses and retail and ancillary office, reduction in the car parking requirements and creation of access to a Road Zone Category 1

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the use/development starts amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be substantially in accordance with the plans submitted to Council on 2 February 2016 and 20 March 2018, but modified to show:
 - a) the provision of a landscape plan in accordance with the submitted development plan and the City of Kingston Landscape Plan Checklist, with such plans to be prepared by a suitably qualified landscape professional and incorporating:
 - i. an associated planting schedule showing the proposed location, species type, mature height and width, pot sizes and number of species to be planted on the site. The schedule must be shown on the plan;
 - ii. the delineation of all garden beds, paving, grassed areas, retaining walls, fences and other landscape works including areas of cut and fill throughout the development;
 - iii. all existing trees on the site and within three (3) metres to the boundary of the site on adjoining properties, accurately illustrated to represent actual canopy width and labelled with botanical name, height and whether the tree is proposed to be retained or removed;
 - iv. a range of plant types from ground covers to large shrubs and trees;
 - v. adequate planting densities (e.g.: plants with a mature width of 1 metre, planted at 1 metre intervals);

Date Issued: 22 July 2016

Signature for the
Responsible Authority.....



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.)

CAN THE RESPONSIBLE AUTHORITY AMEND THE PERMIT?

The responsible authority may amend this permit under Division 1A 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 when 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 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 the 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 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.

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

WHAT ABOUT REVIEWS?

- 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 within the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal.
- An application for review must state the grounds upon which it is based.
- Any copy of an application for review must also be served on the responsible authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

PLANNING PERMIT NO. KP-2015/292
ADDRESS: 107 Wells Road, CHELSEA HEIGHTS

- vi. the provision of twelve (12) suitable large sized (at maturity) canopy trees within the front setback of the site, with species chosen to be approved by the Responsible Authority;
 - vii. the provision of one (1) small to medium canopy tree within each garden bed adjacent to car parking areas, with species chosen to be approved by the Responsible Authority;
 - viii. the provision of fifteen (15) medium to large trees along the rear boundary landscape buffer, with species chosen to be approved by the Responsible Authority;
 - ix. all trees provided at a minimum of two (2) metres in height at time of planting;
 - x. medium to large shrubs to be provided at a minimum pot size of 200mm; and
 - xi. the provision of notes on the landscape plan regarding site preparation, including the removal of all weeds, proposed mulch, soil types and thickness, subsoil preparation and any specific maintenance requirements.
- b) nomination of the location of substation(s) and with appropriate screening where visible to common areas/public realm;
 - c) deletion of any references to commercial and office development with the uses notated only as warehouse with ancillary office or retail and warehouse with ancillary office;
 - d) sight distance to pedestrians must not be restricted by landscaping or signage at the property entrance;
 - e) exposed sections of walls on the northern and southern side boundaries treated with a painted finish or banding in second material that breaks up any excess visual massing and provides visual interest;
 - f) provision of break out spaces for employees within open space areas comprising a minimum of two fixed seating areas within the front setback and one fixed seating area within the rear setback;
 - g) appropriate lighting within the development and which adequately illuminates the frontage and footpath area;
 - h) multi-purpose car spaces/loading bay entries only for smaller warehouse units less than 200m² and lined marked on ground accordingly;
 - i) the number and location of the car parking spaces to each tenancy, including the multi-purpose car space/loading bay area allocated to that tenancy to be loaded/unloaded into only;
 - j) plan notations on the floor plans which summarise all main commitments identified within the SDA Report prepared by LID Consultants dated 1 April 2015;
 - k) the provision of a colour schedule with image sample, on A3 or A4 sheet, for all external elevations of this building; and
 - l) all requirements of VicRoads in accordance with conditions 5 to 9 inclusive of this Permit.

Date Issued: 22 July 2016

Signature for the
Responsible Authority.....

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.)

CAN THE RESPONSIBLE AUTHORITY AMEND THE PERMIT?

The responsible authority may amend this permit under Division 1A 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 when 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 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 the 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 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.

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

WHAT ABOUT REVIEWS?

- 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 within the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal.
- An application for review must state the grounds upon which it is based.
- Any copy of 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.

2. The use/development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.
3. The retail use must operate only between the hours of:
Monday to Sunday: 7.00am to 10.00pm.

Or otherwise as approved by the Responsible Authority in writing.

4. The allocation of retail to warehouse floor area for Units 1 to 3 as defined on floor plans must not be altered without the written consent of the Responsible Authority.

VicRoads Conditions

5. Before the development starts, a functional layout plan must be submitted to and approved by VicRoads (the Roads Corporation). When approved by the Roads Corporation, the plans must be endorsed by the Responsible Authority and will then form part of the permit. The plans must be drawn to scale with dimensions and must be generally in accordance with the Concept Plan (Ref: CG141000, Revision P2, dated 5 December 2014) prepared by Cardno) submitted with the application but modified to show:
 - a. Left turn and right turn deceleration lane provided at the access point in accordance with AustRoads guidelines;
 - b. Provision of a shared path extended across the entire Wells Road frontage of the site matching the same dimensions and alignment of the existing shared path, at the cost of the owner/developer. The shared use path must continue through the vehicle crossing at grade and must be constructed to the standards and specifications of the Responsible Authority and at no costs to the Roads Corporation (VicRoads);
 - c. Widened access driveway in order to accommodate kerbed traffic splitter island with a pedestrian/cycle refuge of a minimum width of 2 metres (preferably 2.5 metres) to align with the shared path that continues through;
 - d. Access driveway at the front of the subject site to Wells Road must be designed to provide:
 - i. ~~deleted~~
 - ii. corner splays provided to either side of the accessway and front property boundary, designed to comply with Clause 52.06-8 of the Kingston Planning Scheme.
 - e. Swept path analysis (19 meter design vehicle) for all movements associated with the proposed access point, including how the largest design vehicle that could be reasonably anticipated to use the site may enter and exit the development in a forward direction;
 - f. appropriate signage and line marking plan;
6. Subsequent to the approval of the Functional Layout Plan and prior to the commencement of any roadworks within the arterial road reserve the applicant must submit the detailed engineering design plans to VicRoads for review and approval. The detailed design plans must be prepared generally in accordance with the approved functional layout plan.

Date Issued: 22 July 2016

Signature for the
Responsible Authority.....

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.)

CAN THE RESPONSIBLE AUTHORITY AMEND THE PERMIT?

The responsible authority may amend this permit under Division 1A 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 when 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 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 the 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 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.

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

WHAT ABOUT REVIEWS?

- 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 within the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal.
- An application for review must state the grounds upon which it is based.
- Any copy of an application for review must also be served on the responsible authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

PLANNING PERMIT NO. KP-2015/292
ADDRESS: 107 Wells Road, CHELSEA HEIGHTS

7. Prior to the commencement of the use hereby approved, all works associated with the access and driveway must be completed in accordance with the approved detailed design plans, to the satisfaction of the Responsible Authority and VicRoads and at no costs to VicRoads;
8. No work may be commenced in, on, under or over the road reserve without having first obtaining all necessary approval under the Road Management Act 2004, the Road Safety Act 1986, and any other relevant Act or regulations created under those Acts.
9. The proposed development requires works within in the road reserve. Separate approval under the Road Management Act may be required from VicRoads (the Roads Corporation). Please contact VicRoads prior to commencing any works.

Drainage

10. Before the development commences, prior to submission of detailed Stormwater Management (Drainage) Plan of the development as per condition 14 below, a comprehensive stormwater management (drainage) strategy of the site including a report with MUSIC model output and stormwater layout concept plan incorporating Rainwater Tanks for water reuse and other Water Sensitive Urban Design Treatments to achieve best practice objectives must be prepared as per Council's "Civil Design Requirements for Developers – Part A – Integrated Stormwater Management" to the satisfaction of the Council.
11. Before the development commences, a detailed Stormwater Management (drainage) Plan, in line with accepted Stormwater Management Strategy pursuant to condition 13 above, showing the stormwater works to the nominated point of discharge must be prepared to the satisfaction of the Responsible Authority. The Stormwater Management (drainage) Plan must be prepared by a qualified person and show all details of the proposed stormwater works including all existing and proposed features that may have impact (e.g. trees to be retained, crossings, services, fences, abutting buildings, existing boundary surface levels, etc.). The Stormwater Management Plan must be prepared as per Council's "Civil Design Requirements for Developers – Part A - Integrated Stormwater Management".
12. The development of the site must be provided with stormwater works which incorporates the use of water sensitive urban design principles to improve stormwater runoff quality and which also retains on site any runoff above the permissible site discharge. The system must be maintained to the satisfaction of the Responsible Authority. The satisfactory options to achieve these desired outcomes may include the use of an infiltration or bioretention system, rainwater tanks connected for reuse and a detention system.
13. Stormwater works must be provided on the site so as to prevent overflows onto adjacent properties.
14. The overall outflow from the development to Council drainage system must be limited to 214 L/s.

Parking and Traffic Management

15. Prior to the occupation of the development, a Car Parking Management Plan (CPMP) prepared by an appropriately qualified traffic consultant to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the Car Parking Management Plan will be endorsed and form part of this Permit. The Car Parking Management Plan must address, but is not necessarily limited to, all of the following to the satisfaction of the Responsible Authority:

Date Issued: 22 July 2016

Signature for the
Responsible Authority.....



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.)

CAN THE RESPONSIBLE AUTHORITY AMEND THE PERMIT?

The responsible authority may amend this permit under Division 1A 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 when 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 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 the 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 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.

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

WHAT ABOUT REVIEWS?

- 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 within the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal.
- An application for review must state the grounds upon which it is based.
- Any copy of an application for review must also be served on the responsible authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

PLANNING PERMIT NO. KP-2015/292
ADDRESS: 107 Wells Road, CHELSEA HEIGHTS

- a) The number and location of the car parking spaces to each tenancy generally allocated as an equal percentage of warehouse floor area or as per the planning scheme requirement for a 'Shop' for the retail unit area depicted (and denoting those that are designated as disabled spaces);
 - b) The management of visitor car parking spaces and security arrangements for occupants of the development;
 - c) The maximum vehicle size permitted to load and unload to the units;
 - d) Policing arrangements and/or formal agreements;
 - e) A schedule of all proposed signage including directional arrows and signage, informative signs indicating location of disabled bays.
16. The Car Parking Management Plan must be implemented to the satisfaction of the Responsible Authority. No alterations may be made to this plan without the prior written approval of the Responsible Authority.
17. Before occupation of the development hereby permitted, areas set aside for parking vehicles, access lanes and paths as shown on the endorsed plans must be:
- i) Constructed to the satisfaction of the Responsible Authority.
 - ii) Properly formed to such levels that they can be used in accordance with the plans.
 - iii) Surfaced with an all-weather sealcoat to the satisfaction of the Responsible Authority.
 - iv) Drained to the satisfaction of the Responsible Authority.
 - v) Line-marked to indicate each car space including multi-purpose spaces in front of loading bays and the nominated unit, all access lanes and, if necessary, the direction in which vehicles are to travel to the satisfaction of the Responsible Authority.
 - vi) In accordance with any Council adopted guidelines for the construction of car parks.

Parking areas and access lanes must be kept available for these purposes at all times and maintained to the satisfaction of the Responsible Authority.

18. In areas set aside for car parking, measures must be taken to the satisfaction of the Responsible Authority, to prevent damage to fences or landscaped areas.
19. Concrete kerbs or other barriers must be provided to the satisfaction of the Responsible Authority to prevent direct vehicle access to an adjoining road other than by a vehicle crossing.
20. The loading and unloading of goods to and from vehicles must only be carried out in the designated areas on the land.

Roads and Drains

21. The replacement of any footpaths, including offsets, must be constructed to the satisfaction of the Responsible Authority.
22. Pedestrian signage to be included on both sides of the site's vehicular entry/exit points as warning to vehicles.

Date Issued: 22 July 2016

Signature for the
Responsible Authority.....



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.)

CAN THE RESPONSIBLE AUTHORITY AMEND THE PERMIT?

The responsible authority may amend this permit under Division 1A 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 when 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 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 the 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 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.

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

WHAT ABOUT REVIEWS?

- 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 the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal.
- An application for review must state the grounds upon which it is based.
- Any copy of 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.

General amenity conditions

23. The amenity of the area must not be detrimentally affected by the development, through the:
- i) Transport of materials, goods or commodities to or from the land.
 - ii) Appearance of any building, works or materials.
 - iii) Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil.
 - iv) Presence of vermin.
 - v) Any other way.
24. The development and use of the site shall not cause nuisance or be detrimental to the amenity of the neighbourhood by the emission of noise. In this regard any nuisance shall be assessed in accordance with the Australian Standards AS1055 and AS2107 relating to the measurement of Environmental Noise and recommended sound levels.
25. No goods or packaging materials shall be stored or left exposed outside the building so as to be visible to the public from a road or other public place.
26. Before occupation of the development hereby permitted, landscaping works as shown on the endorsed plans must be completed to the satisfaction of the Responsible Authority. The landscaping must then be maintained to the satisfaction of the Responsible Authority.
27. All external surfaces of the building elevations must be finished in accordance with the schedule on the endorsed plans and maintained in good condition to the Responsible Authority's satisfaction.

Time limits

28. Once the use/development has started it must be continued and completed to the satisfaction of the Responsible Authority.
29. In accordance with section 68 of the Planning and Environment Act 1987 (The Act), this permit will expire if one of the following circumstances applies:
- The use/development is not started before two (2) years from date of this permit.
 - The development is not completed before four (4) years from the commencement of works.

In accordance with section 69 of The Act, the responsible authority may extend the periods referred to if a request is made in writing:

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

Date Issued: 22 July 2016

Signature for the
Responsible Authority.....

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.)

CAN THE RESPONSIBLE AUTHORITY AMEND THE PERMIT?

The responsible authority may amend this permit under Division 1A 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 when 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 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 the 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 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.

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

WHAT ABOUT REVIEWS?

- 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 within the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal.
- An application for review must state the grounds upon which it is based.
- Any copy of an application for review must also be served on the responsible authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

PLANNING PERMIT NO. KP-2015/292
ADDRESS: 107 Wells Road, CHELSEA HEIGHTS

Note: Environment Protection Authority (EPA) Victoria set out the requirements pertaining to site construction hours and permissible noise levels.

Note: Prior to the commencement of the development or use you are required to obtain the necessary Building Permit.

Note: The proposed development requires the construction of a crossover. Separate approval under the Road Management Act for this activity may be required from VicRoads (the Roads Corporation). Please contact VicRoads prior to commencing any works.

THIS PERMIT HAS BEEN AMENDED PURSUANT TO SECTION 72 OF THE PLANNING AND ENVIRONMENT ACT 1987 AS FOLLOWS:

Amendment	Date of Amendment	Description of Amendment	Name of responsible authority that approved the amendment
A	22 June 2018	Alteration to the proposal to reduce the number of warehouses from 59 to 56, reduce the total floor area of warehouse proposed from 19,583.4m ² to 19,255.97m ² and provide 24 additional car spaces.	City of Kingston
B	9 Oct 2018	Deletion of condition 5 (i) required by VicRoads	City of Kingston

Date Issued: 22 July 2016

Signature for the Responsible Authority.....

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.)

CAN THE RESPONSIBLE AUTHORITY AMEND THE PERMIT?

The responsible authority may amend this permit under Division 1A 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 when 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 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 the 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 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.

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

WHAT ABOUT REVIEWS?

- 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 within the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal.
- An application for review must state the grounds upon which it is based.
- Any copy of 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.