

MO MILLS OAKLEY
LAWYERS

Contract of Sale of Real Estate

**Vendor: PRIME PROJECTS CONSTRUCTION AUSTRALIA
PTY LTD**

Property: Lot 14, 1-13 Katsura Retreat, Greenvale Lakes

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CONTRACT OF SALE OF REAL ESTATE

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 Sale of Land Act 1962

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

To end this contract within this time, 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.

If you end the contract in this way, 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).

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
- You received independent advice from a solicitor before signing the contract
- 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 previously signed a similar contract for the same property
- You are an estate agent or a corporate body.

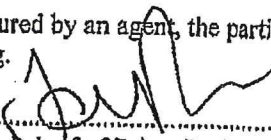
The conditions of this contract are contained in the attached —

Particulars of Sale,	and
Schedule,	and
General Conditions,	and
Special Conditions (if any).	

The vendor sells and the purchaser buys both the property and the chattels for the price and upon the conditions set out in this contract.

The Vendor's Statement required by section 32(1) of the *Sale of Land Act* 1962 is attached to, and included in, this contract.

Where the signature of any party to this contract is secured by an agent, the parties acknowledge being given a copy of this contract by the agent at the time of signing.


James Price as Attorney
For and on behalf of Prime Projects Construction Australia Pty Ltd
Vendor




CORNHILL PROPERTY INVESTMENTS
2 PM LTD (ACN 158 967 394)

CORNHILL PROPERTY
INVESTMENTS 2 PM LTD

PARTICULARS OF SALE

**VENDOR'S
ESTATE AGENT**

PREMIER PROPERTY GROUP
112 Wellington Parade, East Melbourne VIC 3002
Phone (03) 9419 7100 Fax (03) 9415 7926

**VENDOR'S
SOLICITOR**

MILLS OAKLEY LAWYERS
of Level 4, 121 William Street, Melbourne VIC 3000
Tel: 9670 9111 Fax: 9605 0933 DX: 558 Melbourne
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**PURCHASER'S
SOLICITOR**

AMC LAWYERS
243 NEWCASTLE ROAD, EAST HAITLAND NSW 2323
Tel: 02 49343710 Fax: 02 49343712 DX
Ref: ASHLEY WINDOS

VENDOR

**PRIME PROJECTS CONSTRUCTION AUSTRALIA PTY LTD A.C.N 121 625
152**
of 1/90 Brunel Road, Seaford, Victoria 3198

PURCHASER

CORNWALL PROPERTY INVESTMENTS 2 PTY LTD
(ACN 158 967 394)

LAND

Lot 14 on proposed Plan of Subdivision No. PS701913U and being part of the land described in Certificate of Title Volume 11214 Folio 286.

**PROPERTY
ADDRESS**

the land together with any improvements known as
Lot 14, 1-13 Katsura Retreat, Greenvale Lakes 3064

CHATELS

As specified in the Plans and Specifications contained in Annexure B

PRICE

\$ 399,000 - which includes any GST

DEPOSIT

\$ 39,900 - being 10% of the Price and which is payable on signing of this Contract

BALANCE

\$ 359,100 - (which includes any GST)

**PAYMENT OF
BALANCE**

On the later of:
(a) 14 days after the Purchaser receives written notification that the Plan has been registered, or
(b) 14 days after the Purchaser receives written notification that an Occupancy Permit has been issued for the Property

**SETTLEMENT
DATE**

is the date upon which vacant possession of the Property and chattels must be provided, namely, upon acceptance of title by the Purchaser and payment of all monies due to the Vendor pursuant to this Contract.

DAY OF SALE

is the date of this Contract namely the 16 day of August 2012

SCHEDULE

ITEM 1
(GC 1)

Encumbrances -

- Any easements, covenants and other encumbrances disclosed in the Vendor's Statement and any apparent or implied easements and rights under section 12 of the *Subdivision Act 1988* and section 98 of the *Transfer of Land Act 1958*.
- Those conditions and obligations contained in the Planning Permit specified in Special Condition 22 which will continue after the Settlement Date.
- The Owners Corporation Rules.

GENERAL CONDITIONS ("GC")

Encumbrances

- 1.1 The purchaser buys the property and the chattels subject to the encumbrances shown in Item 1 of the Schedule.
- 1.2 If the purchaser is taking over an existing mortgage —
 - (a) the purchaser assumes liability for the mortgage
 - (b) the price is satisfied to the extent of any mortgage money owing at the settlement date, and
 - (c) the vendor must treat any payment made by the purchaser under the mortgage as a payment made to the vendor under this contract.

Loss or Damage Before Settlement

- 2.1 The vendor carries the risk of loss or damage to the property and the chattels until settlement.
- 2.2 The vendor must deliver the property and the chattels to the purchaser at settlement date in their present condition (fair wear and tear excepted).
- 2.3 If any chattel is not in its present condition (fair wear and tear excepted) at settlement, the purchaser is only entitled to compensation from the vendor.

Finance

3. If a lender is nominated in the Particulars of Sale this contract is subject to the lender approving the loan on the security of the property by the approval date or any later approval date allowed by the vendor. The purchaser may end the contract if the loan is not approved by the approval date only if the purchaser —
 - (a) has made immediate application for the loan
 - (b) has done everything reasonably required to obtain approval of the loan
 - (c) serves written notice ending the contract on the vendor on or before 2 business days after the approval date, and
 - (d) is not in default under any other condition of this contract when the notice is given.All money must be immediately refunded to the purchaser if the contract is ended.

Terms Contracts

4. If this is a "terms contract" as defined in section 2(1) of the *Sale of Land Act 1962*, then —
 - (a) the vendor must arrange the discharge of any mortgage affecting the land by the settlement date
 - (b) all money payable under the contract must be paid to a duly qualified legal practitioner or licensed estate agent to be applied towards the discharging the mortgage
 - (c) the purchaser must pay interest to the vendor from the settlement date upon the balance outstanding at the rate, on the days, and with the adjustments set out in Item 2 of the Schedule
 - (d) the vendor must apply instalments under this contract first to pay interest and then to reduce the balance owing.

Nominee

5. If the contract says that the property is sold to a named purchaser "and/or nominee" (or similar words), the named purchaser may, at least 14 days before settlement date, 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.

Payment

- 6.1 The purchaser must pay all money (except the deposit) to the vendor, the vendor's solicitor or at the direction of the vendor.
- 6.2 The purchaser must pay the deposit —
 - (a) to the vendor's estate agent or, if there is no estate agent, to the vendor's solicitor, or
 - (b) if the vendor directs, into a special purpose banking account specified by the vendor in the joint names of the purchaser and the vendor.
- 6.3 If the land sold is a lot on an unregistered plan of subdivision then the deposit —
 - (a) must not exceed 10% of the price, and
 - (b) must be paid —
 - (i) to the vendor's solicitor or estate agent to be held by the solicitor or estate agent on trust for the purchaser, or
 - (ii) if the vendor directs, into a special purpose banking account in Victoria specified by the vendor in the joint names of the purchaser and the vendoruntil the registration of the plan.

Breach

7. 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.

Time

8. If the time for performing any action expires on a Saturday, Sunday or bank holiday, then time is extended until the next business day.

General Conditions in Legislation

- 9.1 The general conditions in Table A of the Seventh Schedule of the *Transfer of Land Act 1958* apply if the land is under the operation of that Act.
- 9.2 The general conditions in the Third Schedule of the *Property Law Act 1958* apply if the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.3 General Condition 9 in Table A or in the Third Schedule applies as if its second last sentence ended with the additional words, "as a resident Australian beneficial owner of the land".

Conflict Between Conditions

- 10 In case of a conflict between the conditions the order of priority is —
- (a) any special conditions in this contract
 - (b) general conditions in this contract
 - (c) general conditions in legislation.

Conditions

- 11 These conditions prevail over the conditions in any earlier contract and any requisitions and answers properly made and given under that contract are deemed to be requisitions and answers properly made and given under this contract.

Service

- 12 Any document served by post is deemed to be served on the next business day after posting unless proved otherwise.

Transfer and Settlement

- 13.1 The purchaser must provide the instrument of transfer required by General Condition 12 of Table A, or the assurance required by the Third Schedule (as the case may be), to the vendor or the vendor's solicitor at least 7 days prior to the settlement date.
- 13.2 The vendor must pay the bank fees on all bank cheques exceeding 3 that are required by the vendor for settlement.

***Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines**

- 1 The Committee has been established to decide disputes relating to property law matters.
Where one party does not have a solicitor representing them, the dispute cannot be heard until that party instructs a solicitor.
2. An *agreed* Statement of Facts must be signed by all parties and referring solicitors and must include:
- 2.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based.
The Committee is unable to make any decision unless the facts are *agreed* between the parties.
 - 2.2 A copy of all relevant documents.
 - 2.3 The issues, based on the *agreed* facts, to be decided by the Committee.
 - 2.4 Applications for disputes to be decided by the Committee shall include an agreement by the referring Solicitors and the parties to be bound by the Committee's decision on any question of law or practice.
3. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria. The form may be obtained from the Property Law Section of the Institute.
4. An administration fee of \$50.00 for each referring solicitor must be paid to the Institute when the application is lodged.
5. The Committee's decision will be based upon the material contained in the Statement of Facts only.
In making its decision the Committee shall act as an expert panel and not as an arbitrator.
6. The Committee reserves the right —
- (i) to call for further and better particulars in order to make a decision.
 - (ii) to refuse to decide any dispute, in which cases any fees will be refunded in full.
7. The Committee's written decision will be sent to the referring solicitors within seven days of the dispute being decided.

* The Guidelines and forms required can be obtained from the Secretary of the Property & Environmental Law Section, Law Institute of Victoria. Tel: (03) 9607 9382.

SPECIAL CONDITIONS

1 Interpretation and Definitions

1.1 The following words have these meanings in this Contract unless the contrary intention appears:

"Act" means the Sale of Land Act 1962.

"Builder" means a person who is registered as a domestic builder under the Building Act 1993.

"Business Day" means any day on which the majority of ADIs (as that expression is defined in Section 5(1) of the Banking Act 1959 of the Commonwealth of Australia) which have consent under Section 66 of that Act to call themselves a bank are open in Melbourne for the transaction of general banking business.

"Development" means the development (including land subdivision) at Katsura Retreat, Greenvale Lakes as described by the Plan and the items contained in Annexure B to this Contract.

"Guarantee" means the guarantee and indemnity contained in Annexure C to this Contract.

"Lot" means the lot number specified in the Particulars of Sale.

"Major Domestic Building Contract" has the same meaning given to that term in the Domestic Building Contracts Act 1995.

"Municipal Council" means Hume City Council.

"Occupancy Permit" means the permit issued under Division 1 of Part 5 of the Building Act 1993 in respect of the Property.

"Owners Corporation(s)" means the body corporate which will be incorporated on registration of the Plan of Subdivision.

"Owners Corporation(s) Rules" means the Model Rules of the Owners Corporation as set out in Schedule 2 to the Owners Corporation Regulations 2007 as may be amended pursuant to Special Condition 26.4

"Particulars of Sale" means the Particulars of Sale to which these Special Conditions are attached.

"Plan" means the proposed Plan of Subdivision No. PS701913U referred to in the Particulars of Sale, a copy of which is attached to the Vendor's Statement, and any later revised Versions of that Plan.

"Planning Permit" means the Planning Permit to be issued by the Municipal Council allowing development and subdivision of the land in the manner described in the Planning Permit Application dated 19 July 2011, a copy of which is contained in Annexure E.

"Price" means the purchase Price specified in the Particulars of Sale.

"Table A" means Table A of the Seventh Schedule of the Transfer of Land Act 1958.

"Regulations" means the Building Regulations 2006

"Settlement Date" means the day specified in the Particulars of Sale.

"Vendor's Statement" means the statement made by the Vendor under Section 32 of the Sale of Land Act 1962, a copy of which is attached to this Contract.

"Works" means the building construction works described in the Marketing Drawings, project specifications and Finishes and Fittings Schedule which are attached as Annexure B to this Contract.

- 1.1 In this Contract, unless the context otherwise requires:
- (a) the singular includes the plural and vice versa and the use of a gender includes other genders as the case requires;
 - (b) an obligation of two or more parties shall bind them jointly and severally;
 - (c) if a word or phrase is defined cognate words and phrases have corresponding definitions;
 - (d) a reference to:
 - (i) a person includes a body corporate, a firm, a natural person, an unincorporated association and an authority;
 - (ii) a person includes a reference to the person's legal personal representatives successors and permitted substitutes and assigns;
 - (iii) a statute ordinance code or other law includes regulations and other statutory instruments, under it and consolidations amendments, re-enactments or replacements of any of them.

2 Acknowledgment

- 2.1 The Purchaser acknowledges receiving, before paying any money or signing any document relating to this sale:
- (a) a copy of this Contract;
 - (b) a Vendor's Statement (signed by the Vendor); and
 - (c) if a promise has been made with respect to obtaining a loan of money for defraying some or all of the Price, a statement in writing containing the particulars required by Section 51 of the *Estate Agent's Act 1980*.

3 Whole Contract and Marketing Materials

- 3.1 The Purchaser acknowledges that the Purchaser does not rely upon any warranty or representation made by the Vendor, any agent or other person on behalf of the Vendor except those set out in this Contract but has relied entirely upon the Purchaser's own enquiries and inspection of the Property.
- 3.2 The Purchaser further acknowledges that any marketing and/or sales material provided to it by or on behalf of the Vendor which contains any images of the Development only shows a general concept for development of the land within the Plan and cannot be relied upon by the Purchaser. The Vendor does not make any representation that such land will be developed strictly in accordance with the development concept shown in the marketing or sales material. The Purchaser shall not raise any objection or claim any compensation from the Vendor due to development being undertaken in any manner which differs from the concept shown in the marketing or sale material.

4 Identify of Land

- 4.1 The Purchaser acknowledges that the Land as offered for sale and inspected by the Purchaser is identical with that described in the Particulars of Sale and in the Vendor's Statement. The Purchaser may not make any requisition or claim any compensation for any actual or alleged misdescription of the Property or deficiency in its area or measurements and may not call upon the Vendor to amend title or to bear all or any part of the cost of so doing. General Condition 3 of Table A does not apply to this Contract.
- 4.2 If the Lot shall at anytime prior to the registration of the Plan be renumbered the Purchaser must accept as identical with the Property described in the Particulars of Sale the lot on the Plan as registered which shall occupy the same or approximately the same position on the registered Plan of Subdivision as the Lot does on the Plan.

5 Planning Restrictions

- 5.1 The Purchaser buys subject to any restriction on the use of the Property imposed by the relevant planning scheme, all planning permits, all other relevant planning controls or by any authority empowered by legislation to control the use of the Property. No such restriction shall constitute a defect in the Vendor's title or affect the validity of this Contract. The Purchaser shall not make any requisition or objection or be entitled to any compensation from the Vendor in respect of any such restriction.
- 5.2 It will be the obligation of the Purchaser to comply with those provisions of the Planning Permit as they affect the use of the Property after the Settlement Date.

6 Condition of Property

- 6.1 Subject at all times to the provisions of Special Condition 22.6 the Purchaser warrants to the Vendor that, as a result of the Purchaser's inspections and enquiries concerning the Property, the Purchaser is satisfied with the condition, quality and state of repair of the Property and accepts the Property as it is and subject to any defects, need for repair or infestation.
- 6.2 The Purchaser will not make a claim or requisition or delay completion of this transaction or rescind or terminate this Contract because of anything concerning the matters referred to in special condition 6.1 or in respect of any loss, damage, need for repair relating to the Property or the requirements of a statutory authority made on or after the Day of Sale.
- 6.3 The Purchaser acknowledges that the improvements on the Property may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser may not avoid this Contract or make any requisition or claim any compensation from the Vendor on that ground.

7 Deposit Held Under Sale of Land Act

- 7.1 The deposit must be paid to the Vendor's solicitors or the Vendor's estate agent and will be held by either of them on trust for the Purchaser under Section 9AA (1) (a) of the Act until the Plan is registered and thereafter as stakeholder under Section 24 of the Act.

- 7.2 All other moneys must be paid by bank cheques drawn in favour of the payees as directed by the Vendor's solicitors.
- 7.3 The parties authorise the transfer of the deposit less any commission and expenses to the Vendor's solicitors as stakeholders to be held in an interest bearing account with an ADI, as defined by Section 5(1) of the *Banking Act 1959*, which has consent under Section 66 of that Act to call itself a bank until it is released pursuant to Section 27 of the Act. If this Contract is avoided through no fault of the Purchaser interest on the account will accrue for the benefit of and be paid to the Purchaser, but otherwise will accrue for the benefit of and be paid to the Vendor. In either case, any costs associated with the conduct of that account may be deducted from interest paid and if a tax file number has not been advised by the party to whom the interest is to be paid the amount required to be withheld pursuant to the *Income Tax Assessment Act* may be appropriated in accordance with that Act.

8 Deposit Bond/Bank Guarantee

- 8.1 The Deposit must be paid to the Vendor's Solicitors by any of the following methods:
- (a) in cash or by cheque drawn on an Australian Bank; or
 - (b) secured by either a bank guarantee or an unconditional bond security (both of which are hereinafter referred to as "Bond") issued by either a reputable ADI or Australian Insurer approved by the Vendor in its absolute discretion and in a form and on terms acceptable to the Vendor in its absolute discretion and which entitles the Vendor to call on the Bond at any time after the Plan is registered; or
 - (c) by way of a combination of the methods specified in paragraphs (a) and (b) above.
- 8.2 If the Purchaser secures payment of the Deposit or any part of it by way of a Bond under Special Condition 8(1) (b) then despite any other provision to this Contract to the contrary:
- (a) if the Bond specifies an expiry date it must not be before the expiry of 28 months after the Day of Sale;
 - (b) the delivery of the Bond to the Vendor's Solicitors (to be held on trust for the Purchaser in accordance with the requirements of Section 9AA of the Act) by the date on which the Deposit is due to be paid will, to the extent of the amount undertaken to be paid under the Bond, be treated as compliance with the Purchaser's obligation to pay the Deposit or part of the Deposit (as the case may be);
 - (c) settlement must take place on the basis that the Purchaser will pay to the Vendor 100% (less any amount of the Deposit paid in cash or by cheque) of the Price by way of cash or bank cheque in accordance with the terms of this Contract and upon receipt, the Vendor will return the Bond to the Purchaser; and
 - (d) for the avoidance of doubt, the Purchaser will not be entitled to tender less than 100% of the Price (or, if part of the Deposit has been paid in cash or by cheque, less than 100% of the Price less the amount paid) at settlement and if it does so, it will be in default under this Contract.

- 8.3 If the Purchaser secures payment of the Deposit or any part of it by way of a Bond and the term of the Bond is for a period which expires on or before the Settlement Date:
- (a) the Purchaser must extend or replace the Bond no later than 2 months before the date of expiry and deliver the extended or replacement Bond to the Vendor no later than 6 weeks before the date of expiry; and
 - (b) If the Purchaser fails to comply with Special Condition 8.3(a) (time being of the essence), the Vendor will be entitled to terminate this Contract.
- 8.4 If the Vendor terminates this Contract either before or after the Plan is registered as a consequence of a default by the Purchaser and in circumstances where it is entitled to be paid the Deposit in its own right, the Vendor will be entitled to call upon the Bond without notice to the Purchaser. If the Vendor does so call upon the bond, the proceeds will be distributed as follows:
- (a) If the Deposit is wholly secured by way of a Bond:
 - (i) first, the Vendor is entitled to retain:
 - (A) 10% of the Price, together with;
 - (B) any interest and costs payable under this Contract, together with;
 - (C) all reasonable costs incurred by the Vendor in connection with the Purchaser's default; and
 - (ii) secondly, the Vendor must pay the balance to the Purchaser.
 - (b) if the Deposit has been paid pursuant to Special Condition 8.1(c):
 - (i) first, the Vendor is entitled to retain from the Bond :
 - (A) 10% of the Price less the amount paid in cash or by cheque, together with;
 - (B) any interest and costs payable under this Contract; together with;
 - (C) all reasonable costs incurred by the Vendor in connection with the Purchaser's default; and
 - (ii) secondly, the Vendor must pay the balance to the Purchaser.
- 8.5 If the Vendor terminates this Contract and the whole of the Deposit has been paid in cash or by cheque under Special Condition 8.1 (a) the Vendor must return any additional Bond provided by the Purchaser.
- 8.6 Whenever under this Contract the Purchaser is entitled to a refund of the Deposit, the Vendor must also return any Bond provided by the Purchaser under Special Condition 8.1(b) or (c).

9 Apportionment of Purchase Price & Purchaser's Stamp Duty Indemnity

- 9.1 The Price will be apportioned approximately as provided in Annexure A to this Contract.
- 9.2 The amount included in the Price in respect of the cost of construction works for the improvements on the Land occurring after the Day of Sale, will be calculated by the Vendor in accordance with Sections 21(3) and 21 A(3) of the Duties Act 2000. For the purposes of Section 21A the Vendor confirms that the class of building being constructed on the Land is: "Single Lot Freestanding".
- 9.3 The Purchaser acknowledges that the Vendor has not made any warranty as to the amount of stamp duty payable on the Transfer of the Land to the Purchaser. The Purchaser further acknowledges that it shall be liable for all stamp duty payable on the transfer and that it has relied exclusively on its own independent advice on all stamp duty matters.
- 9.4 On completion of this Contract the Vendor shall give to the Purchaser the items specified in Section 21(4A)(a) and (c) of the Duties Act.

10 Stamp Duty Indemnity

- 10.1 The Purchaser indemnifies the Vendor from and against all stamp duty assessed under the Duties Act 2000 in connection with this Contract and the instrument of Transfer giving effect to the sale of the Property.

11 Default

- 11.1 If the Vendor gives a notice of default under this Contract to the Purchaser, the default will not be remedied until all of the following have occurred:
- (a) The remedy by the Purchaser of the default.
 - (b) The payment by the Purchaser of all reasonable expenses incurred by the Vendor as a result of the default including without limitation all interest and bank charges payable by the Vendor under any existing mortgage affecting the Property, calculated to the settlement date.
 - (c) Payment of the Vendor's solicitors reasonable legal costs (on a solicitor/client basis) and disbursements incurred in connection with the preparation and service of the notice of default and any necessary advice.
 - (d) Payment of interest under the following Special Condition.

12 Default Interest

- 12.1 If the Purchaser defaults in payment of any money under this Contract, the Purchaser must without prejudice to any other rights of the Vendor, pay to the Vendor interest at the rate of 4% more than the amount specified as the penalty rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983* on the amount in default from the time it fell due until the default ceases.

13 Waiver

- 13.1 The Purchaser's liability and obligation to pay any money and otherwise to perform the terms and conditions of this Contract will not be, or be deemed to be, waived or varied by any time indulgence or forbearance allowed or granted by the Vendor to the Purchaser or by any acceptance by the Vendor of money tendered by the

Purchaser not in accordance with this Contract. Time will be and remain of the essence of this Contract notwithstanding any act or omission on the part of the Vendor.

14 Purchaser to Procure Execution of a Guarantee

- 14.1 If the Purchaser is or includes a company or a corporation (as those words are defined in the *Corporations Act 2001*) not included in an official list of the Australian Stock Exchange Ltd, the Purchaser must:
- (a) Immediately upon execution of this Contract, procure the execution of the Guarantee by a director who has a beneficial interest in the company or by a shareholder of the company; and
 - (b) within seven days after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (or if the Vendor requires, by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's solicitors and to be in substantially the same form as the Guarantee but with the necessary changes being made.

15 Requisition on Title

- 15.1 The Purchaser is deemed to have delivered requisitions and objections as annexed to this Contract (Annexure D). The Purchaser acknowledges the answers to those requisitions as specified in Annexure D and may not deliver any further or other requisitions or objections.
- 15.2 General Condition 1 of Table A shall not apply to this Contract.

16 Delivery of Transfer

- 16.1 If the Purchaser fails to deliver the transfer within the requisite time specified in general condition 13.1 then without prejudice to the Vendor's other rights:
- (a) the Vendor may complete settlement at any time between the designated Settlement Date and the day which is 7 days after the time the Purchaser delivers the transfer; and
 - (b) the Purchaser shall pay interest under Special Condition 12 on the balance of the Price for the number of days that occur between the date being 7 days prior to the designated Settlement Date and the actual date of delivery of the transfer to the Vendor's solicitors.

17 Foreign Acquisitions and Takeovers Act 1975

- 17.1 If the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the *Foreign Acquisitions & Takeovers Act 1975* or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the *Foreign Acquisitions & Takeovers Regulations* to enter into this Contract, the Purchaser warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection.
- 17.2 The Purchaser unconditionally indemnifies the Vendor against any loss or expense (including any consequential loss) which the Vendor suffers as a result of the Purchaser's breach of the warranty given under Special Condition 17.1.

18 Chattels

- 18.1 Property in the chattels passes to the Purchaser upon full payment of the Price.
- 18.2 The Purchaser may not make any requisitions or objection, claim compensation or refuse or delay payment of the Price on account of the condition of the chattels.

19 No Merger

- 19.1 Obligations under this Contract which have not been satisfied at the Settlement Date remain in full force and effect irrespective of settlement and do not merge on the transfer of the Property.

20 Goods and Services Tax

- 20.1 In this Contract and unless the context otherwise requires:
"GST" means a tax that is payable under the GST Law;
"GST Law" has the meaning given by Section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999.
- 20.2 The Price specified in the Particulars of Sale page of this Contract is expressed as a GST inclusive amount.
- 20.3 The supply of the Property made pursuant to this Contract is one which involves the application of the Margin Scheme, as specified in the GST Law, by the Vendor. For the purpose of Division 75 of the GST Law this Special Condition should be deemed to constitute the required agreement in writing between the Vendor and the Purchaser to apply the Margin Scheme to the transaction evidenced by this Contract.

21 Registration of Plan of Subdivision

- 21.1 This Contract is subject to and conditional upon the Plan of Subdivision being registered by the Registrar of Titles. If the Plan of Subdivision is not registered within 26 months after the Day of Sale either party may terminate this Contract by giving the appropriate written notice to the other party before the Plan of Subdivision is so registered. In the event of the Contract being terminated pursuant to this Special Condition the Deposit is to be repaid to the Purchaser but the Purchaser is not entitled to any compensation from the Vendor in respect of any costs, fees or other expenses incurred by the Purchaser in relation to or arising out of this Contract.
- 21.2 The Vendor shall do all acts matters and things and execute all documents as may be reasonably necessary to cause the Plan of Subdivision to be registered by the Registrar of Titles. The Vendor reserves the right to make any alteration to the Plan of Subdivision which may be required by the Registrar of Titles or otherwise necessary in the reasonable opinion of the Vendor.
- 21.3 Notwithstanding Special Condition 21.2, if the Registrar of Titles or any Authority having jurisdiction in respect of the subdivision requires a material modification to the subdivision or material amendment of the Plan of Subdivision, or imposes any conditions or other requirements which in the opinion of the Vendor may be likely to substantially increase the cost of the subdivision of the land, then the Vendor may rescind this Contract by giving the appropriate written notice to the Purchaser within 30 days after being notified of the event referred to in this Special Condition and repaying the Deposit to the Purchaser.

21.4 Subject to sections 9AC and 9AE of the Act, the Purchaser may not rescind this Contract as a consequence of any amendment to the Plan of Subdivision irrespective of whether the amendment restricts or limits the use of the Property, if the amendment:

- (a) results from any recommendation of a public authority or government department, or
- (b) concerns the final location on the Plan of Subdivision of an easement.

The Vendor must notify the Purchaser in writing within 14 days of making an amendment to the Plan of Subdivision. The Purchaser shall not be entitled to terminate this Contract if the amendment does not materially or detrimentally affect the Purchaser. For the purpose of this Special Condition the Purchaser acknowledges that an alteration or amendment to the Plan of Subdivision which results in a reduction to the area of the Land of less than 3% or in the creation of drainage/sewerage easements on the Lot of not more than 3 metres in width and which abut side or rear boundaries will not materially or detrimentally affect the Purchaser.

21.5 Until the Plan has been registered, the Purchaser must not lodge or cause or permit to be lodged on the Purchaser's behalf any caveat at the Victorian Land Registry in respect of the Purchaser's interest in the Property. The Purchaser shall indemnify and keep indemnified the Vendor against any loss or damage which the Vendor may incur or suffer as a consequence of any breach by the Purchaser of this Special Condition.

21.6 The Purchaser appoints the Vendor as its attorney for the purpose of withdrawing any caveat lodged in breach of Special Condition 21.5. The appointment shall not be affected by the rescission or termination of this Contract by either party.

21.7 The Purchaser purchases the Land subject to the provisions of the Subdivision Act, to the Restrictions to be created upon registration of the Plan of Subdivision and to all conditions implied by the registration of the Plan of Subdivision and in particular to the easements or like encumbrances, express or implied, which affect the Land by virtue of the Subdivision Act.

22 Vendor's Planning Permit Application

22.1 This Contract is subject to and conditional upon the Vendor obtaining the Planning Permit pursuant to the planning permit application contained in Annexure E. The conditions contained in the Planning Permit must be to the Vendor's satisfaction, acting reasonably.

22.2 The Vendor must use reasonable endeavours to obtain the Planning Permit before the expiry of 9 calendar months after the Day of Sale, provided however, the Vendor is not required to appeal any decision of the Municipal Council in connection with the granting of the Planning Permit.

22.3 In the event of:

- (a) the Municipal Council failing or refusing to grant the Planning Permit, or
- (b) the Municipal Council issuing a Notice of Decision to grant the Planning Permit and a third party appeals against the grant of the Planning Permit, or

- (c) the outcome of an appeal relating to the Planning Permit and its conditions is not satisfactory to the Vendor, acting reasonably, or
- (d) the Municipal Council imposing a condition or requirement for the Planning Permit which is unacceptable to the Vendor, acting reasonably,

then the Vendor may terminate this Contract by giving written notice to the Purchaser at any time before commencement of the Works.

- 22.4 If the Condition contained in Special Condition 22.1 has not been satisfied within the time period specified in Special Condition 22.2 either party may end this Contract by giving written notice to the other at any time before the Planning Permit is obtained by the Vendor.
- 22.5 In the event of the Contract ending pursuant to either Special Condition 22.3 or 22.4 the Deposit paid by the Purchaser shall be repaid in full and the Purchaser acknowledges that it will not be entitled to receive any compensation from the Vendor in respect of any costs, fees or other expenses paid or incurred by the Purchaser in relation to or arising out of this Contract.

23 The Works

- 23.1 This Contract is conditional upon and subject to completion of the Works in a proper and workmanlike manner substantially in accordance with the Marketing Drawings, project specifications and the Finishes and Fittings Schedule which are attached as Annexure B to this Contract. If by 28 February 2014 the Works are not at a stage where an Occupancy Permit will issue the Purchaser may terminate this Contract by written notice to that effect to the Vendor but otherwise shall have no right or remedy against the Vendor in respect of any delay in or failure to complete the Works. The Purchaser's written notice of termination must be given to the Vendor before the Occupancy Permit is issued otherwise it is to have no legal effect. In the event of the Builder being granted an extension of time under the Major Domestic Building Contract to complete the Works the Vendor may extend the date specified in this Special Condition by which an Occupancy Permit must have been issued by the same period as the Builder's extension of time. The Vendor must give the Purchaser written notification of any extension of time under this Special Condition before expiry of the original time period.
- 23.2 The Vendor may approve minor variations to the Works (including the substitution of fittings or fixtures described in Annexure B by other fittings or fixtures of the same nature and similar quality) but shall not approve any major variations to the Works without the consent of the Purchaser, which consent shall not be unreasonably withheld or delayed.
- 23.3 In the event of there being any dispute as to the quality or standard of the finish of the Works, the Purchaser shall not delay or postpone settlement or retain any part of the Price as security for any alleged obligation of the Vendor or the Builder to rectify the Works and shall proceed to complete payment of the Price as required by this Contract.
- 23.4 For the purposes of this Special Condition the Works shall be taken to be completed upon the issuance of an Occupancy Permit for the Property.
- 23.5 The Major Domestic Building Contract to be entered into between the Vendor and the Builder will require the Builder to rectify within a reasonable time any defects or faults in the Property due to faulty materials or workmanship which are notified in writing to the Builder within 16 weeks of the date on which the Occupancy Permit for the Property is issued.
- 23.6 The Vendor will cause the Builder to rectify any defects and other faults apparent in any part of the Works which are due to defective materials or faulty workmanship

provided the Purchaser has notified the Vendor in writing of such defects before expiry of the 16 week time period described in Special Condition 23.5.

- 23.7 The Vendor shall not be under any obligation with respect to any defects in the Works except those defects which are the responsibility of the Builder under the Major Domestic Building Contract and which are notified to the Vendor in accordance with Special Condition 23.6.
- 23.8 On or before the Settlement Date the Vendor must provide to the Purchaser:
- (a) the name and address of the Builder;
 - (b) details of insurance held by the Builder under the Building Act 1993 and which insurance applies to the Property; and
 - (c) details of any warranties or guarantees issued to the Vendor by manufacturers or suppliers of appliances, fixtures or fittings installed as part of the Works.

24 Domestic Building Contracts Act 1995

- 24.1 The Vendor will enter into a Major Domestic Building Contract with a Builder for the Works.
- 24.2 The Purchaser acknowledges that this Contract is not a Major Domestic Building Contract for the purposes of the Domestic Building Contracts Act 1995 ("the Act") and that the contract to be entered into pursuant to Special Condition 24.1 is the Major Domestic Building Contract for the purposes of the Act.
- 24.3 Notwithstanding Special Condition 24.2, if this Contract is found or deemed by the Victorian Civil and Administrative Tribunal or by a court having competent jurisdiction to be a Major Domestic Building Contract, the Purchaser agrees and acknowledges that the Purchaser shall join with the Vendor to vary the terms of this Contract so that it complies with the Act. The Purchaser shall not be entitled to claim any compensation for any alleged non-compliance with the Act. Any such variation shall not constitute a defect in the Vendor's title and the Purchaser shall not be entitled to delay settlement or rescind this Contract as a result of any such variations.
- 23.4 In satisfying Special Condition 24.3 the Vendor will not be required to vary the terms or conditions of the Major Domestic Building Contract referred to in Special Condition 24.1.

25 Caveat

- 25.1 The Purchaser will not prior to the registration of the Plan lodge or allow any person acting on its behalf to lodge at the Land Registry a caveat relating to its interest as Purchaser under this Contract. The Purchaser acknowledges that if this obligation is breached the Vendor will suffer loss and damage including, but not limited to, delay in registration of the Plan and in completing the sale of the Property and all other Lots on the Plan. The Purchaser hereby indemnifies the Vendor against any loss, damage, costs and expenses resulting from lodgment of a caveat in respect of the Land being sold pursuant to this Contract.

26 Owners Corporation(s) Establishment

26.1 Purchaser's acknowledgments

The Purchaser acknowledges and understands that:

Corporation will be incorporated;

- (b) the Owners Corporation will be required to comply with any ongoing conditions in the Planning Permit referred to in Special Condition 5 which continue to effect the Common Property after the Settlement Date;
- (c) the Purchaser will become a member of the Owners Corporation after the Settlement Date;
- (d) the Purchaser will be required to pay fees to the Owners Corporation;
- (e) the Purchaser buys the Land subject to the Owners Corporation Rules;
- (f) the Owners Corporation will be responsible for the management, maintenance and administration of the Common Property and any facilities existing on the Common Property;
- (g) all Lots are included in and are a part of an Owners Corporation which is an unlimited Owners Corporation and the owners of all Lots on the Plan of Subdivision will be required to contribute fees to the Owners Corporation;
- (h) the Owners Corporation shall have the powers conferred by the Owners Corporations Act 2006 and Owners Corporation Regulations 2007 in relation to its duties including management and administration of the relevant Common Property;
- (i) The Land is being sold subject to the provisions of the Subdivision Act and the Owners Corporations Act and any Regulations made pursuant to those Acts.

26.2 Adjustments

Fees charged pursuant to the *Owners Corporations Act 2006* and *Owners Corporations Regulations 2007* for recovery of general administration, maintenance, repairs, insurance, rates, taxes and other obligations of the Owners Corporation shall be adjusted between the Vendor and the Purchaser in accordance with Special Condition 28.2.

26.3 Insurance

The Vendor shall upon registration by the Registrar of Titles the Plan cause the Owners Corporation to adequately insure in accordance with the provisions of the *Owners Corporations Act 2006* and *Owners Corporations Regulations 2007*.

26.4 Purchaser consents to additional rules

The Purchaser acknowledges that the Model Rules may be subject to changes and consents and agrees to the Rules of the Owners Corporation being amended by the Vendor and authorises the Vendor and/or the Owners Corporation to do all that is necessary to pass the Rules and to have them registered with the Registrar of Titles as provided by the *Owners Corporations Act 2006* and *Owners Corporations Regulations 2007* and further authorises and consents to the Vendor or the Owners Corporation making any amendments to the Rules before the Rules are registered as the Vendor believes necessary or desirable to facilitate the Development or for the better management of the Owners Corporation or the Development.

26.5 Purchaser not to amend Owners Corporation Rules

The Purchaser agrees that so long as the Vendor shall be registered as the proprietor of one or more Lots in the Plan of Subdivision, the Purchaser will not without the written consent of the Vendor first had and obtained amend or permit the Owners Corporation to amend, add to or repeal any of the Schedules to the Plan of Subdivision or the Rules of the Owners Corporation or lease or permit the Owners Corporation to lease dispose of or grant any right over the Common

Property

27 Owners Corporation Operations

27.1 Establishment of the Owners Corporation

The Purchaser acknowledges that the Vendor as soon as practicable after the registration by the Registrar of Titles of the Plan and before the Settlement Date will ensure that the provisions of the Division 1 of Part 4 of the Owners Corporations Act 2006 are complied with and attend to the establishment of the Owners Corporation and cause it to:

- (a) hold its first meeting;
- (b) appoint a manager;
- (c) determine what Owners Corporation annual fees and special fees are to be levied on the owners of all Lots for the first 12 month period after incorporation of the Owners Corporation;
- (d) cause the Owners Corporation to pass the resolution needed to adopt the Owners Corporation Rules; and
- (e) pass all resolutions required for the general proper functioning of the Owners Corporation and the Development.

27.2 Purchaser's acknowledgments

The Purchaser acknowledges and understands that:

- (a) the Owners Corporation Schedule in the Plan sets out what Owners Corporation the Property will be affected by and what the Property's Lot liability and entitlement are in the Owners Corporation; and
- (b) the Owners Corporation(s) will be responsible for the management, maintenance and administration of the Common Property.

28 Adjustments

- 28.1 All adjustments between the Vendor and Purchaser which are required to be made under General Condition 9 in Table A must be made on the basis of the Purchaser being liable for the proportion of Outgoings which the Lot Liability of the Property bears to the total liability of all Lots on the Plan.
- 28.2 For the purposes of General Condition 9 "Outgoings" shall include any applicable Owners Corporation fees described in Special Condition 26.2.
- 28.3 The second last sentence of General Condition 9 of Table A shall be deleted.
- 26.4 The Vendor will prepare a Statement of Adjustments to be made under General Condition 9 of Table A and this Special Condition (the "Statement of Adjustments") and will forward the Statement of Adjustments to the Purchaser's solicitor or the Purchaser six Business Days prior to the Settlement Date. If the Purchaser does not object to any item in the Statement of Adjustments by no later than one Clear Business day before the Settlement Date any correction to the Statement of Adjustments must be made after the Settlement Date. The Purchaser shall not be entitled to delay payment of the balance of the Price because of any minor error in the Statement of Adjustments.

29 Completion Time and Location

- 29.1 The Purchaser must pay the balance of the Price by no later than 3:00 pm on the Settlement Date.

- 29.2 If through no fault of the Vendor payment of the balance of the Price takes place at a time later than 3:00 pm on the Settlement Date that payment will be deemed to have been made on the next Business Day and the Purchaser must also pay to the Vendor interest calculated pursuant to Special Condition 12.
- 29.3 Settlement must take place at the location nominated by the Vendor's Solicitor, provided that such location is within the metropolitan area of Melbourne.

30 Release of Company Charge

- 29.1 The Vendor must provide at Settlement or Release of the Property from any Charge registered pursuant to the provisions of the Corporations Act 2001 if requested in writing to do so not less than 14 days before the Settlement Date. The Vendor must pay the registration fee applicable to the registration of that Release. Provided however, this obligation Does Not apply if the Chargee is also the proprietor of a registered mortgage over the Land.

31 Services

- 30.1 The Purchaser acknowledges that the Services referred to in the Vendor's Statement will be available to the Development upon an Occupancy Permit being issued and that it is the Purchaser's responsibility to make payment of any fees applicable to having the Services connected to the Property.

32 Amendment of Table A

- 31.1 General Condition 13 of Table A is amended by adding the following sentence at the end of the Condition: "In this Condition the word "Conveyancer" also refers to any person or corporation who is not a legal practitioner or a licensee under the Conveyancing Act 2006 and who is representing the Purchaser in the transaction the subject matter of this Contract".

"Annexure A"

(Special Condition 9)

APPORTIONMENT OF PURCHASE PRICE

(A)	Contract Price	\$ 399,000.00
(B)	Percentage of Construction Works completed on the Land at the at the Day of Sale	100% 95%
(C)	Percentage of Construction Works to be completed on the Land after the Day of Sale	100% 5%
(D)	Fixed Building Works Component of Contract Price:	45%
(E)	Cost of Construction Works occurring after Day of Sale	\$ 19,950.00
(F)	Dutiable Value of the Land	\$ 379,050.00
TOTAL: (Amounts in items E & F must equal Contract Price)		\$

"Annexure B"

(Special Condition 23)

**Marketing Drawings, Project Specifications and Finishes and Fittings
Schedule.**

INCLUSIONS

Victoria 'Turn Key' Investor Specification include:

Gas Ducted Heating - Ceramic China Basins
Italian Appliances - Air Conditioning - Dishwasher
Low-Voltage Downlights - Solar Hot Water Unit

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Construction

- Engineer designed concrete slab & footing
- Earthworks, retaining walls & stormwater
- Re-peg and contour survey

Internal

- Full power connection
- Full sewer & water connection
- Air-conditioning
- Gas ducted heating
- Ceiling insulation
- Light fittings
- Carpet & floor tile covers
- Vertical blinds
- Quality door handles throughout
- Flyscreens to windows & sliding doors
- Window locks
- Solid core front door with deadlock
- 2 phone points
- 2 TV points & antenna
- Smoke alarm
- Built in robes with shelf and rail
- Double GPO throughout
- Flick-mixers taps throughout

Kitchen

- Laminate benchtops & cupboards
- White lined interior to cupboards
- Dishwasher
- Stainless steel gas cook top
- Stainless steel slideout rangehood
- Stainless steel electric oven
- Double 1 3/4 bowl sink with mixer

Bathroom and Laundry

- Floor tiling to wet areas
- Ceramic china basins
- Mirror to bathroom & ensuite
- Exhaust fans to bathroom & ensuite
- Semi frameless clear shower screen
- Soap dish to shower
- Towel rails
- China dual flush WC
- Toilet roll holders
- Auto washing machine taps
- Sudsaver trough

External

- External bricks with coloured mortar
- Roof tiles
- Colorbond fascia & gutter
- Full internal & external painting
- Remote sectional garage door
- Letterbox
- 2 external garden taps
- Clothes line
- Gas hot water system
- Tempering valve (anti scald valve to HWS)

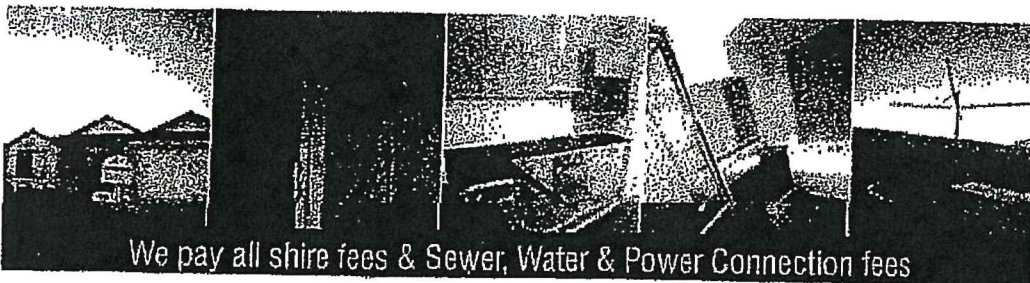
Landscaping

- Reticulation & landscaping to front & rear
- Boundary fencing
- Concrete driveway, pathway & crossover

Quality Assurance

- 5 star energy design
- 6 year structural warranty
- 3 month maintenance period
- Owner's home warranty insurance

MELBOURNE



We pay all shire fees & Sewer, Water & Power Connection fees

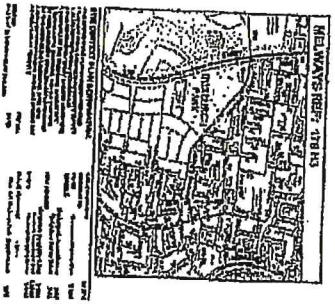
· LOTE - STAGE 9, JAMES MIRAMS DRIVE, GREENVALE LAKES


Greenvale Lakes

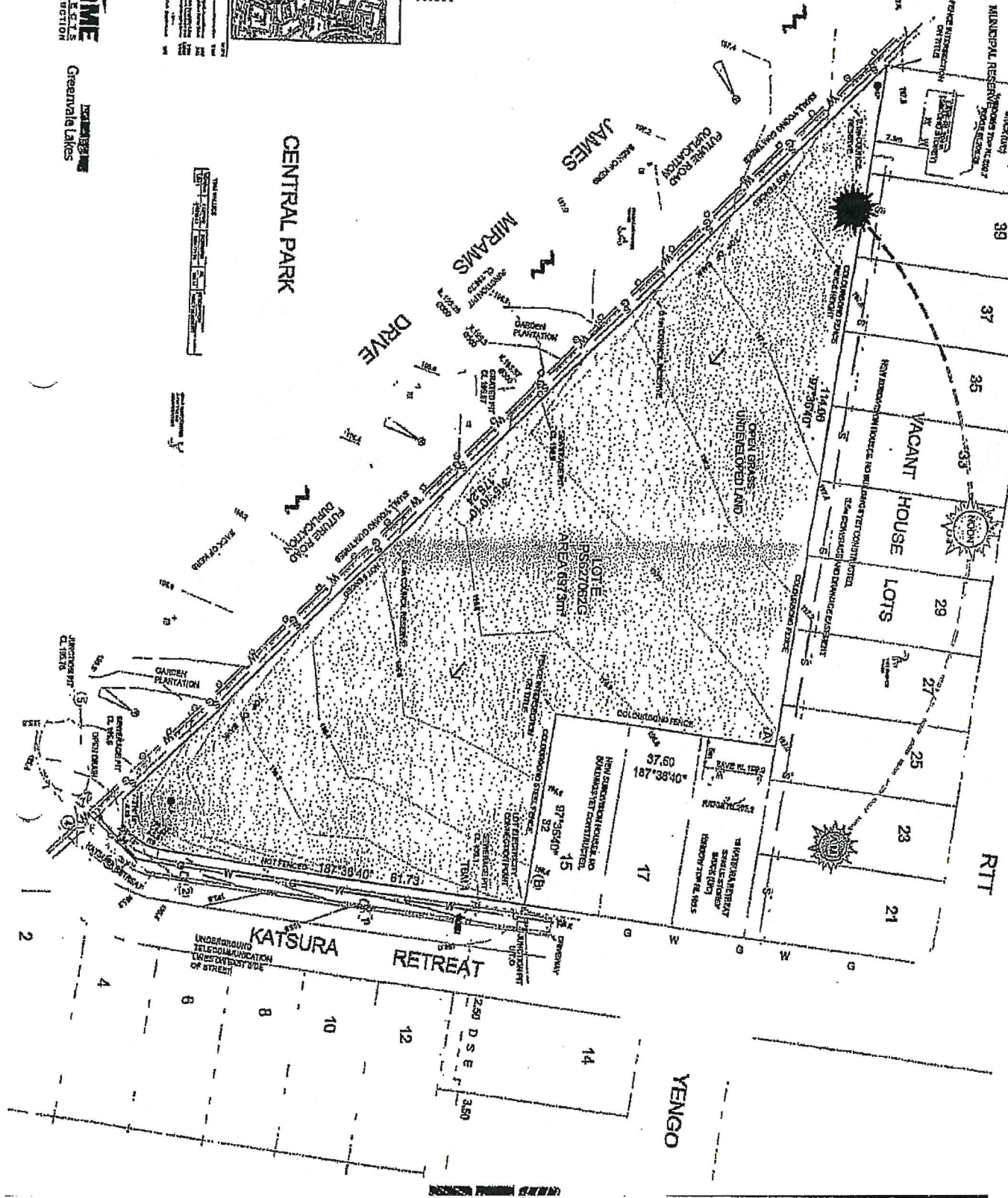
PRIME
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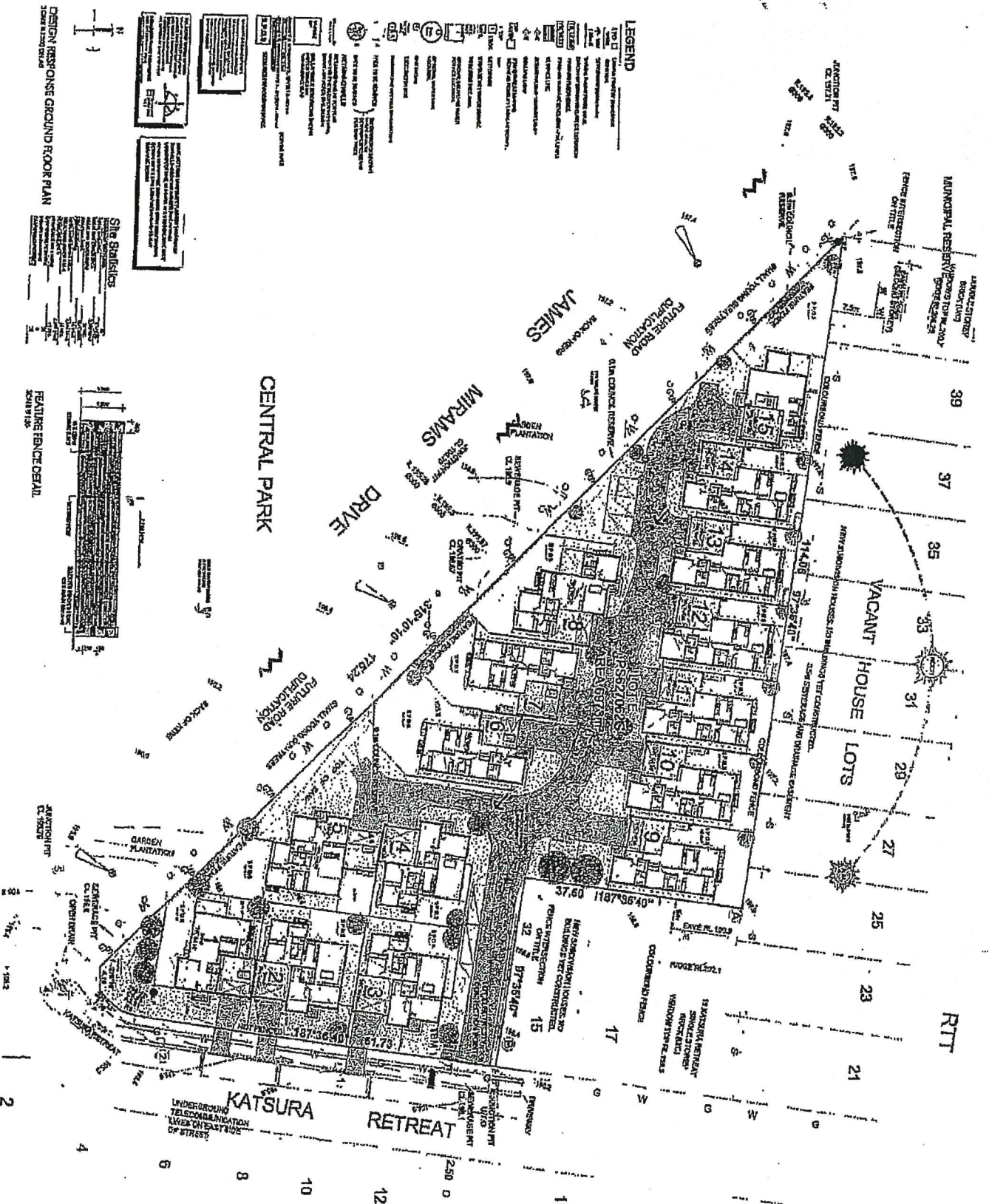


THOMAS ANDERSON DESIGN



- LEGEND OF SYMBOLS**
- Proposed Footpath
 - Proposed Cycleway
 - Proposed Road
 - Proposed Open Space
 - Proposed Residential Lot
 - Proposed Commercial Lot
 - Proposed Industrial Lot
 - Proposed Public Open Space
 - Proposed Private Open Space
 - Proposed Landmark Tree
 - Proposed Planting
 - Proposed Water Feature
 - Proposed Fencing
 - Proposed Utility Pole
 - Proposed Utility Line
 - Proposed Stormwater Drainage
 - Proposed Sewerage Drainage
 - Proposed Water Main
 - Proposed Gas Main
 - Proposed Electricity Main
 - Proposed Telephone Main
 - Proposed Cable Main
 - Proposed Fire Hydrant
 - Proposed Fire Alarm
 - Proposed Fire Extinguisher
 - Proposed Fire Blanket
 - Proposed Fire Hose
 - Proposed Fire Alarm Pull Station
 - Proposed Fire Alarm Control Panel
 - Proposed Fire Alarm Sounder
 - Proposed Fire Alarm Bell
 - Proposed Fire Alarm Horn
 - Proposed Fire Alarm Siren
 - Proposed Fire Alarm Whistle
 - Proposed Fire Alarm Gong
 - Proposed Fire Alarm Chime
 - Proposed Fire Alarm Buzzer
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DESIGN REQUESTER: GROUND FLOOR PLAN
 2018.08.15

LEGEND

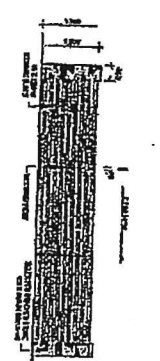
ROADS
 - 12' WIDE SIDEWALK
 - 12' WIDE DRIVEWAY
 - 12' WIDE DRIVEWAY WITH CURB
 - 12' WIDE DRIVEWAY WITH CURB AND SIDEWALK
 - 12' WIDE DRIVEWAY WITH CURB AND SIDEWALK AND BIKEWAY

UTILITIES
 - 12" WATER MAIN
 - 12" SANITARY MAIN
 - 6" WATER MAIN
 - 6" SANITARY MAIN
 - 4" WATER MAIN
 - 4" SANITARY MAIN
 - 3" GAS MAIN
 - 2" GAS MAIN
 - 1" GAS MAIN
 - 1" ELECTRIC MAIN

LANDSCAPING
 - 4" TREE
 - 6" TREE
 - 8" TREE
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 - 50" TREE

Site Statistics

Total Area: 1,000,000 sq. ft.
 Building Area: 500,000 sq. ft.
 Parking Area: 100,000 sq. ft.
 Landscaping Area: 100,000 sq. ft.
 Other Area: 100,000 sq. ft.



PRIME PROJECTS
CREATIVELY LAKES
CONSTRUCTION

THOMAS ANDERSON DESIGN DRIVE, GREENVALE LAKES

DESIGN RESPONSE FIRST FLOOR PLAN
2025 12 01 10:30 AM



LEGEND

- 1.00 FUTURE ROAD DEDICATION
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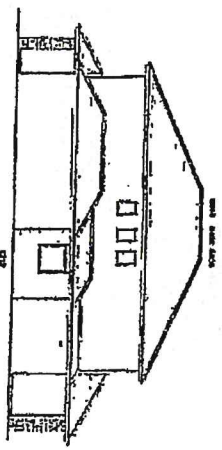
Site Statistics

Lot Area	100,000 sq. ft.
Building Area	100,000 sq. ft.
Garage Area	100,000 sq. ft.
Parking Area	100,000 sq. ft.
Landscaping Area	100,000 sq. ft.
Other Area	100,000 sq. ft.

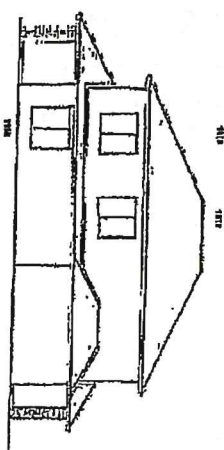


Statistics

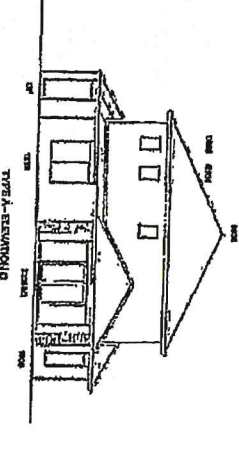
Item	Value
Lot Area	100,000 sq. ft.
Building Area	100,000 sq. ft.
Garage Area	100,000 sq. ft.
Parking Area	100,000 sq. ft.
Landscaping Area	100,000 sq. ft.
Other Area	100,000 sq. ft.



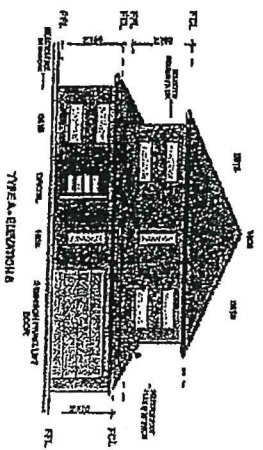
TYPE A-ELEVATION A



TYPE A-ELEVATION B



TYPE A-ELEVATION C



TYPE A-ELEVATION D

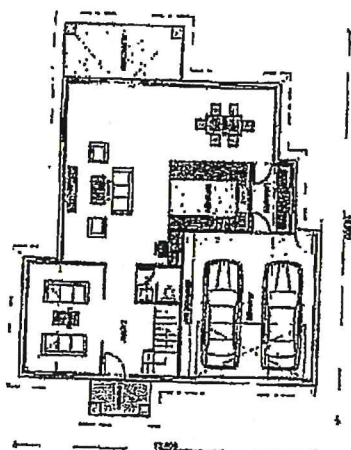


STATISTICS

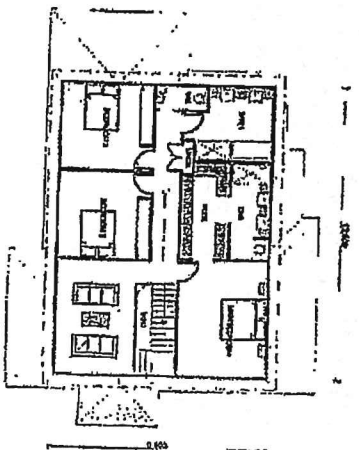
AREA	sq ft	sq ft
GROUND FLOOR	1751	1316
BASEMENT	425	471
ATTIC	148	92
TOTAL	2324	1879
SILOS	514	314
SI	181	111

COLOR SCHEDULE

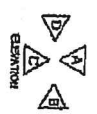
COLOR	DESCRIPTION
1	WALLS (EXTERIOR)
2	WALLS (INTERIOR)
3	FLOORS (EXTERIOR)
4	FLOORS (INTERIOR)
5	CEILING (EXTERIOR)
6	CEILING (INTERIOR)
7	ROOFING
8	PAINT (EXTERIOR)
9	PAINT (INTERIOR)
10	GLASS
11	IRON
12	STEEL
13	COPPER
14	ZINC
15	ALUMINUM
16	BRASS
17	STAINLESS STEEL
18	WOOD
19	CONCRETE
20	ASPHALT
21	GRAVEL
22	SOIL



TYPE A-GROUND FLOOR PLAN



TYPE A-FIRST FLOOR PLAN



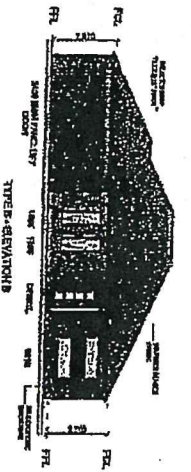
SCALE 1/2"=1'-0"

STATISTICS

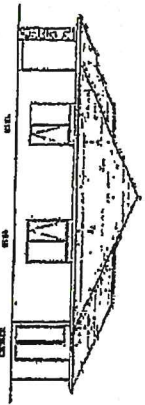
AREA	sq ft	sq ft
GROUND FLOOR	1751	1316
BASEMENT	425	471
ATTIC	148	92
TOTAL	2324	1879
SILOS	514	314
SI	181	111

COLOR SCHEDULE

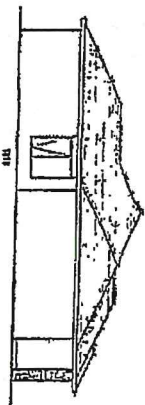
COLOR	DESCRIPTION
1	WALLS (EXTERIOR)
2	WALLS (INTERIOR)
3	FLOORS (EXTERIOR)
4	FLOORS (INTERIOR)
5	CEILING (EXTERIOR)
6	CEILING (INTERIOR)
7	ROOFING
8	PAINT (EXTERIOR)
9	PAINT (INTERIOR)
10	GLASS
11	IRON
12	STEEL
13	COPPER
14	ZINC
15	ALUMINUM
16	BRASS
17	STAINLESS STEEL
18	WOOD
19	CONCRETE
20	ASPHALT
21	GRAVEL
22	SOIL



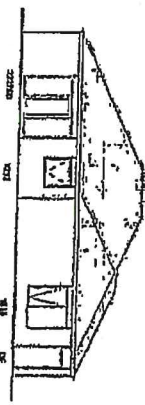
TYPE B-ELEVATION A



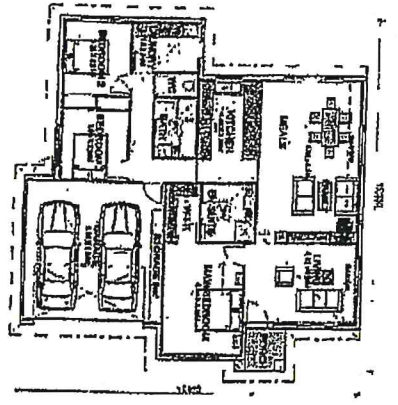
TYPE B-ELEVATION B



TYPE B-ELEVATION C



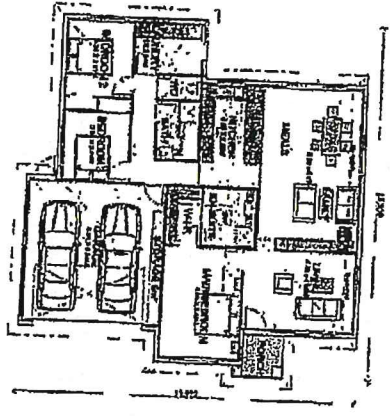
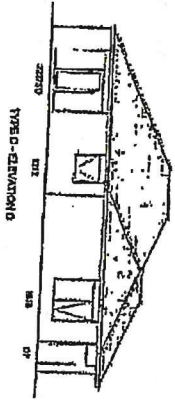
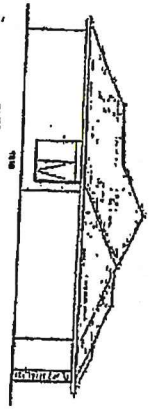
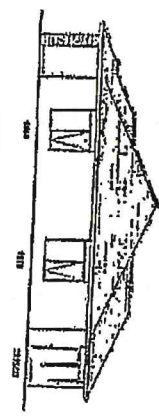
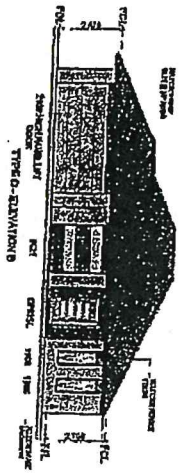
TYPE B-ELEVATION D



TYPE B-FLOOR PLAN

TYPICAL FLOOR PLANS
TYPE A & B
SOME ROOMS ONLY

DRIVE GREENVALE LAKES
Chemical Lakes
PRIME
F.A.O. ENGINEERS
GREENVALE



SCALE 1:2000
 NOTE: RESERVING 418
 MINIMUMS OF
 RESERVING 1

STATISTICS - TYPE C

AREA	sq. ft.	sq. ft.
RESERVING	1822	1822
RESERVING	3247	410
RESERVING	3247	410
TOTAL	1843	824
RESERVING	4847	410
RESERVING	4847	410

TYPE C - ELEVATION A

NOTE: RESERVING 418
 MINIMUMS OF
 RESERVING 1



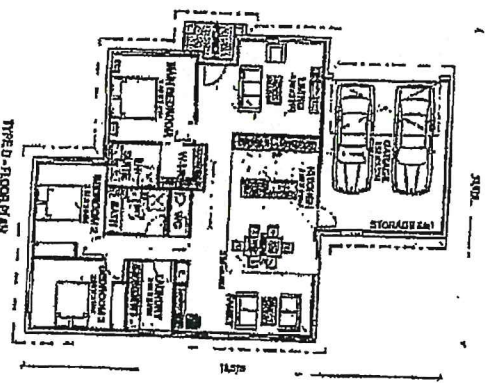
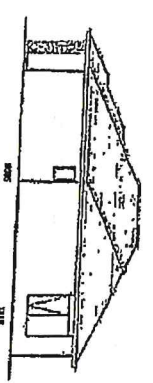
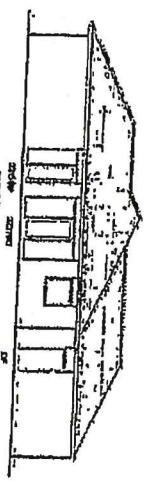
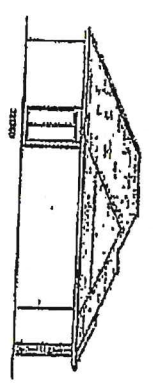
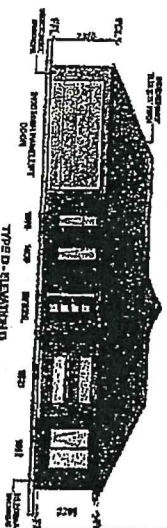
SCALE 1:2000
 NOTE: RESERVING 418
 MINIMUMS OF
 RESERVING 1

STATISTICS - TYPE D

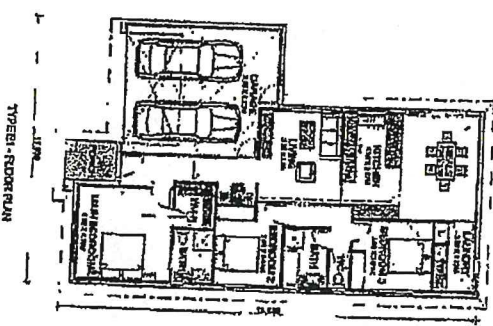
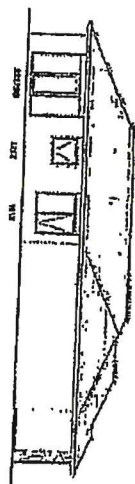
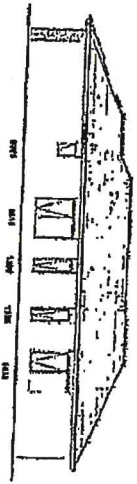
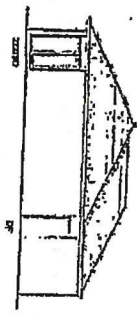
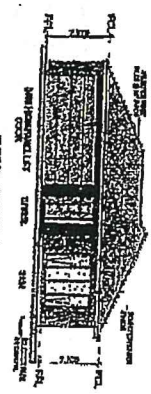
AREA	sq. ft.	sq. ft.
RESERVING	1822	1822
RESERVING	4213	410
RESERVING	4213	410
TOTAL	1843	824
RESERVING	11400	1822

TYPE D - ELEVATION B

NOTE: RESERVING 418
 MINIMUMS OF
 RESERVING 1



TYPICAL FLOOR PLANS
 TYPE C & D
 SECTION 01A1
 GREENVILLE LAKES
 PRIME
 CONSTRUCTION



STATISTICS - TYPE E1

AREA	SQ FT	SQ YD
FOUNDATION	2826	420
WALLS	7238	848
FLOOR	474	54
TOTAL	10538	1242
SPACINGS (15' x 15')	4672	541
SPACINGS (12' x 12')	2912	341

STATISTICS - TYPE E2

AREA	SQ FT	SQ YD
FOUNDATION	1826	240
WALLS	3238	378
FLOOR	474	54
TOTAL	5538	642
SPACINGS (15' x 15')	2352	276
SPACINGS (12' x 12')	1482	174

CONCRETE SCHEDULE - TYPE E1
 TO BE USED IN FOUNDATION

WALL FINISHES
 1. EXTERIOR - 1/2" GYPSUM BOARD OVER 1/2" INSULATION
 2. INTERIOR - 1/2" GYPSUM BOARD
 3. CEILING - 1/2" GYPSUM BOARD
 4. FLOOR - 1/2" GYPSUM BOARD OVER 1/2" INSULATION

FLOOR FINISHES
 1. LIVING ROOM - POLISHED CONCRETE
 2. DINING ROOM - POLISHED CONCRETE
 3. KITCHEN - POLISHED CONCRETE
 4. BATHROOM - POLISHED CONCRETE
 5. BEDROOM - POLISHED CONCRETE
 6. HALLWAY - POLISHED CONCRETE

CEILING FINISHES
 1. LIVING ROOM - POLISHED CONCRETE
 2. DINING ROOM - POLISHED CONCRETE
 3. KITCHEN - POLISHED CONCRETE
 4. BATHROOM - POLISHED CONCRETE
 5. BEDROOM - POLISHED CONCRETE
 6. HALLWAY - POLISHED CONCRETE

ROOF FINISHES
 1. ROOF - 2" POLYSTYRENE INSULATION OVER 1/2" GYPSUM BOARD

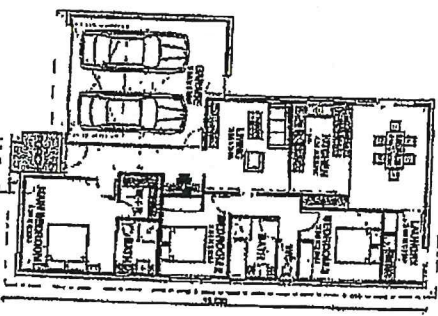
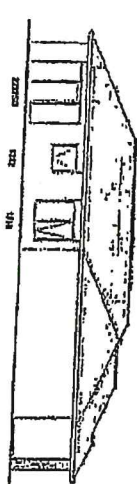
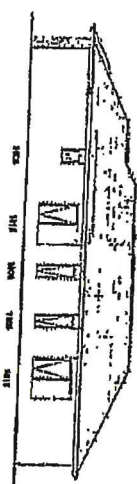
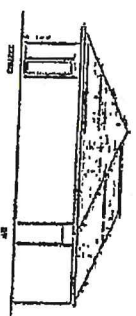
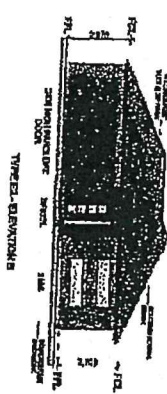
CONCRETE SCHEDULE - TYPE E2
 TO BE USED IN FOUNDATION

WALL FINISHES
 1. EXTERIOR - 1/2" GYPSUM BOARD OVER 1/2" INSULATION
 2. INTERIOR - 1/2" GYPSUM BOARD
 3. CEILING - 1/2" GYPSUM BOARD
 4. FLOOR - 1/2" GYPSUM BOARD OVER 1/2" INSULATION

FLOOR FINISHES
 1. LIVING ROOM - POLISHED CONCRETE
 2. DINING ROOM - POLISHED CONCRETE
 3. KITCHEN - POLISHED CONCRETE
 4. BATHROOM - POLISHED CONCRETE
 5. BEDROOM - POLISHED CONCRETE
 6. HALLWAY - POLISHED CONCRETE

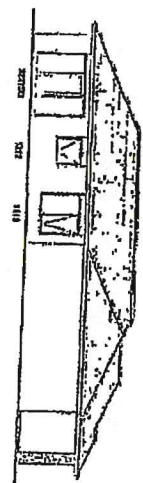
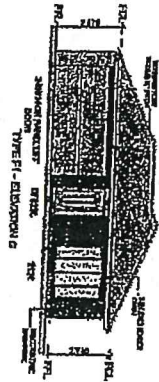
CEILING FINISHES
 1. LIVING ROOM - POLISHED CONCRETE
 2. DINING ROOM - POLISHED CONCRETE
 3. KITCHEN - POLISHED CONCRETE
 4. BATHROOM - POLISHED CONCRETE
 5. BEDROOM - POLISHED CONCRETE
 6. HALLWAY - POLISHED CONCRETE

ROOF FINISHES
 1. ROOF - 2" POLYSTYRENE INSULATION OVER 1/2" GYPSUM BOARD



TYPICAL FLOOR PLANS
TYPE E1 & E2
 SCALE 1/8" = 1'-0"

PRIME
 CONSTRUCTION
 GREENVALE LAKES
 FLOOR PLAN
 SCALE 1/8" = 1'-0"



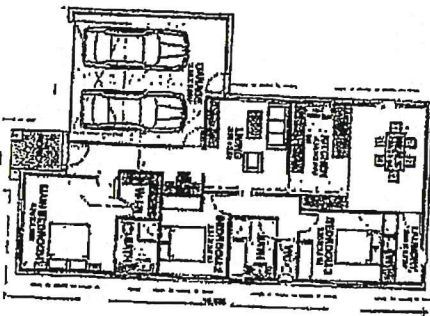
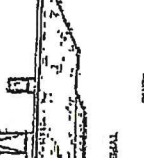
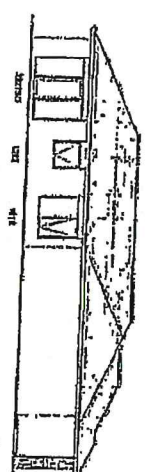
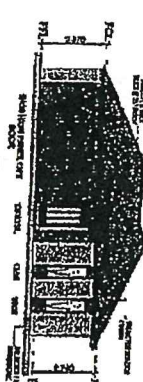
STATISTICS - TYPE F1

AREA	N ^o	MS
RESIDENCE	1242	424
OFFICE	282	84
TOTAL	1524	508
SPACES	418	411



STATISTICS - TYPE F2

AREA	N ^o	MS
RESIDENCE	1242	424
OFFICE	282	84
TOTAL	1524	508
SPACES	418	411

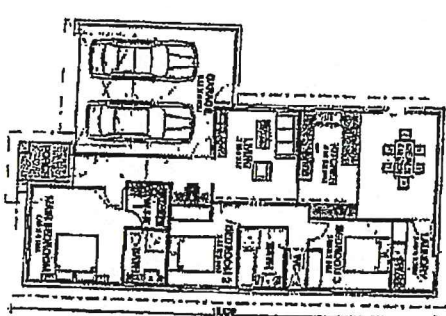


- COLUMN SCHEDULE - TYPE F1**
- SECTION 9000000000
- 1. 12" DIA. CONCRETE COLUMN
 - 2. 12" DIA. CONCRETE COLUMN
 - 3. 12" DIA. CONCRETE COLUMN
 - 4. 12" DIA. CONCRETE COLUMN
 - 5. 12" DIA. CONCRETE COLUMN
 - 6. 12" DIA. CONCRETE COLUMN
 - 7. 12" DIA. CONCRETE COLUMN
 - 8. 12" DIA. CONCRETE COLUMN
 - 9. 12" DIA. CONCRETE COLUMN
 - 10. 12" DIA. CONCRETE COLUMN
 - 11. 12" DIA. CONCRETE COLUMN
 - 12. 12" DIA. CONCRETE COLUMN
 - 13. 12" DIA. CONCRETE COLUMN
 - 14. 12" DIA. CONCRETE COLUMN
 - 15. 12" DIA. CONCRETE COLUMN
 - 16. 12" DIA. CONCRETE COLUMN
 - 17. 12" DIA. CONCRETE COLUMN
 - 18. 12" DIA. CONCRETE COLUMN
 - 19. 12" DIA. CONCRETE COLUMN
 - 20. 12" DIA. CONCRETE COLUMN

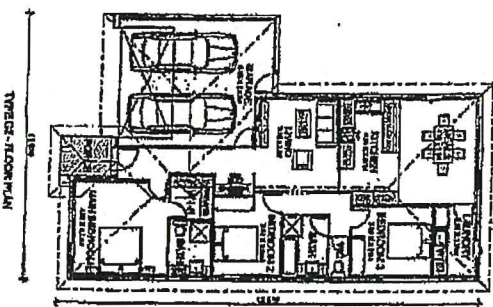
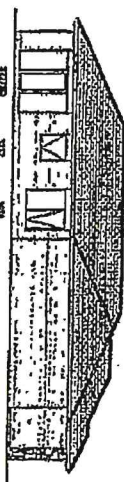
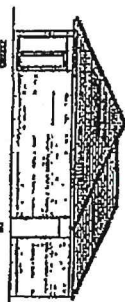
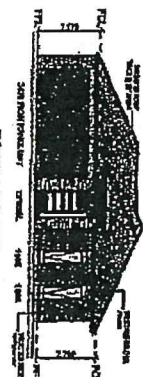
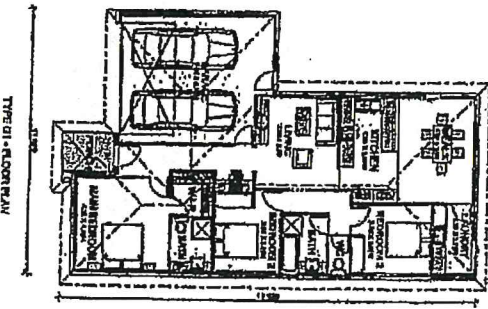
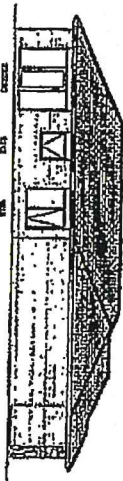
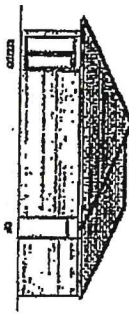
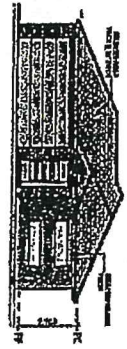
- COLUMN SCHEDULE - TYPE F2**
- SECTION 9000000000
- 1. 12" DIA. CONCRETE COLUMN
 - 2. 12" DIA. CONCRETE COLUMN
 - 3. 12" DIA. CONCRETE COLUMN
 - 4. 12" DIA. CONCRETE COLUMN
 - 5. 12" DIA. CONCRETE COLUMN
 - 6. 12" DIA. CONCRETE COLUMN
 - 7. 12" DIA. CONCRETE COLUMN
 - 8. 12" DIA. CONCRETE COLUMN
 - 9. 12" DIA. CONCRETE COLUMN
 - 10. 12" DIA. CONCRETE COLUMN
 - 11. 12" DIA. CONCRETE COLUMN
 - 12. 12" DIA. CONCRETE COLUMN
 - 13. 12" DIA. CONCRETE COLUMN
 - 14. 12" DIA. CONCRETE COLUMN
 - 15. 12" DIA. CONCRETE COLUMN
 - 16. 12" DIA. CONCRETE COLUMN
 - 17. 12" DIA. CONCRETE COLUMN
 - 18. 12" DIA. CONCRETE COLUMN
 - 19. 12" DIA. CONCRETE COLUMN
 - 20. 12" DIA. CONCRETE COLUMN

TYPICAL FLOOR PLANS
TYPE F1 & F2
SCALE 1/8" = 1'-0"

PRIME
ARCHITECTS
P.A.
1000 N. 10TH ST.
SUITE 100
DENVER, CO 80202



TYPE F2 - FLOOR PLAN



STATISTICS - TYPE G1

AREA	sq ft	sq ft
RESIDENCE	1247	429
SCREENED PORCH	435	152
TOTAL	1682	581
SPACED (SPT/10)	168K	581
	4293	1195
		421

STATISTICS - TYPE G2

AREA	sq ft	sq ft
RESIDENCE	1247	429
SCREENED PORCH	435	152
TOTAL	1682	581
SPACED (SPT/10)	168K	581
	4293	1195
		421

CONCRETE FINISHES - TYPE G1

CONCRETE FINISHES

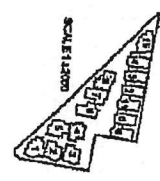
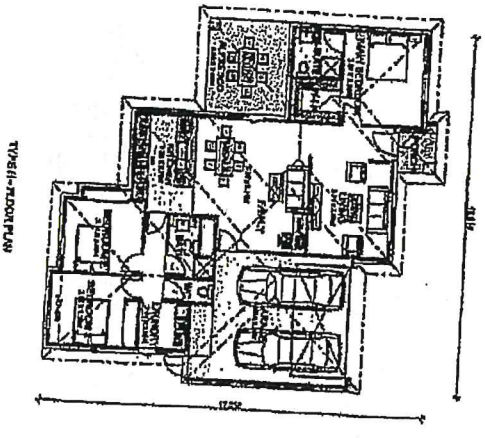
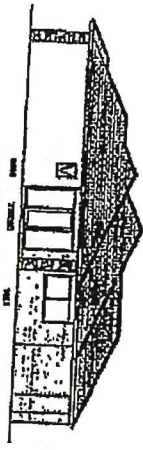
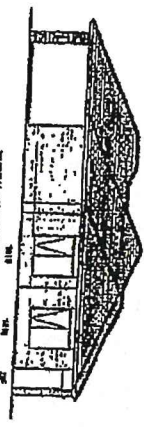
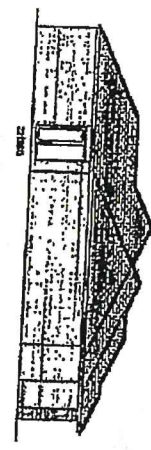
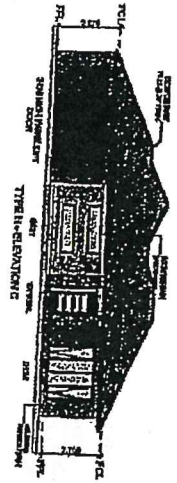
- 1. POLISHED CONCRETE
- 2. POLISHED CONCRETE WITH STAIN
- 3. POLISHED CONCRETE WITH STAIN AND GLOSS
- 4. POLISHED CONCRETE WITH STAIN AND GLOSS AND GRIT
- 5. POLISHED CONCRETE WITH STAIN AND GLOSS AND GRIT AND SEALER
- 6. POLISHED CONCRETE WITH STAIN AND GLOSS AND GRIT AND SEALER AND WAX
- 7. POLISHED CONCRETE WITH STAIN AND GLOSS AND GRIT AND SEALER AND WAX AND POLYURETHANE
- 8. POLISHED CONCRETE WITH STAIN AND GLOSS AND GRIT AND SEALER AND WAX AND POLYURETHANE AND POLYURETHANE
- 9. POLISHED CONCRETE WITH STAIN AND GLOSS AND GRIT AND SEALER AND WAX AND POLYURETHANE AND POLYURETHANE AND POLYURETHANE
- 10. POLISHED CONCRETE WITH STAIN AND GLOSS AND GRIT AND SEALER AND WAX AND POLYURETHANE AND POLYURETHANE AND POLYURETHANE

CONCRETE FINISHES - TYPE G2

CONCRETE FINISHES

- 1. POLISHED CONCRETE
- 2. POLISHED CONCRETE WITH STAIN
- 3. POLISHED CONCRETE WITH STAIN AND GLOSS
- 4. POLISHED CONCRETE WITH STAIN AND GLOSS AND GRIT
- 5. POLISHED CONCRETE WITH STAIN AND GLOSS AND GRIT AND SEALER
- 6. POLISHED CONCRETE WITH STAIN AND GLOSS AND GRIT AND SEALER AND WAX
- 7. POLISHED CONCRETE WITH STAIN AND GLOSS AND GRIT AND SEALER AND WAX AND POLYURETHANE
- 8. POLISHED CONCRETE WITH STAIN AND GLOSS AND GRIT AND SEALER AND WAX AND POLYURETHANE AND POLYURETHANE
- 9. POLISHED CONCRETE WITH STAIN AND GLOSS AND GRIT AND SEALER AND WAX AND POLYURETHANE AND POLYURETHANE AND POLYURETHANE
- 10. POLISHED CONCRETE WITH STAIN AND GLOSS AND GRIT AND SEALER AND WAX AND POLYURETHANE AND POLYURETHANE AND POLYURETHANE

TYPICAL FLOOR PLANS
TYPE G1 & G2
 120415100 G1K
 120415100 G2K
PRIME
 FLOOR PLAN
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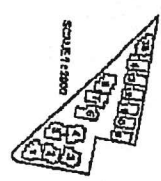
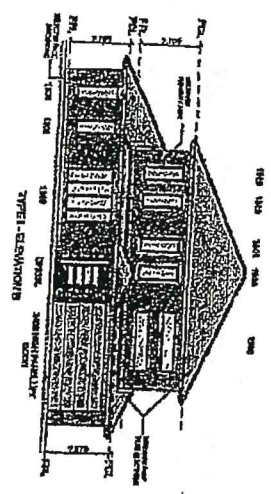


STATISTICS

AREA	SQ. FT.	WT.
FOUNDATION	143.5	14.35
FRONT	11.5	1.15
REAR	11.5	1.15
APPROX.	14.2	1.42
TOTAL	180.7	18.07
SPACES	19.2	1.92

- LEGEND**
- CONCRETE
 - BRICK
 - WOOD
 - GLASS
 - IRON
 - STEEL
 - ALUMINUM
 - COPPER
 - ZINC
 - LEAD
 - ASBESTOS
 - CEMENT
 - GRAVEL
 - SAND
 - CLAY
 - ROCK
 - SOIL
 - PLANT
 - ANIMAL
 - HUMAN
 - VEGETATION
 - WATER
 - AIR
 - LAND
 - SEA
 - SKY
 - SPACE
 - TIME
 - WEIGHT
 - FORCE
 - MOMENT
 - ENERGY
 - POWER
 - HEAT
 - COLD
 - SOUND
 - LIGHT
 - SIGHT
 - SMELL
 - TASTE
 - FEEL
 - THOUGHT
 - FEELING
 - EMOTION
 - BEHAVIOR
 - CHARACTER
 - PERSONALITY
 - TEMPERAMENT
 - DISPOSITION
 - ATTITUDE
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 - CONCEPT
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 - REASONING
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 - MUSIC
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 - THEATER
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 - ENTERTAINMENT
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 - TEACHING
 - LEARNING
 - KNOWLEDGE
 - WISDOM
 - UNDERSTANDING
 - INSIGHT
 - PERCEPTION
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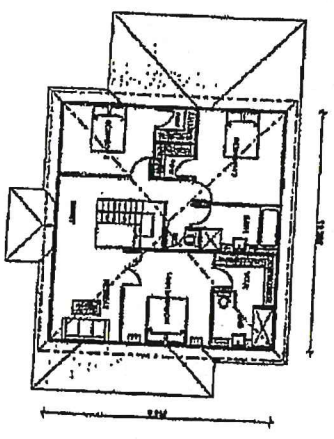
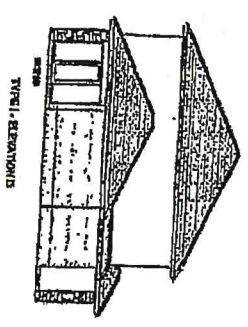
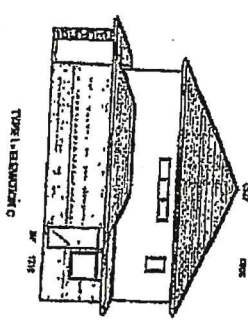
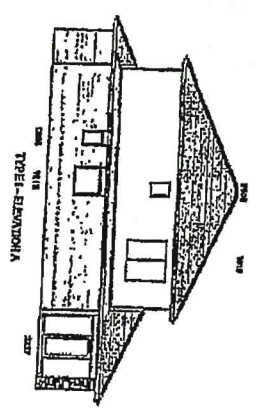
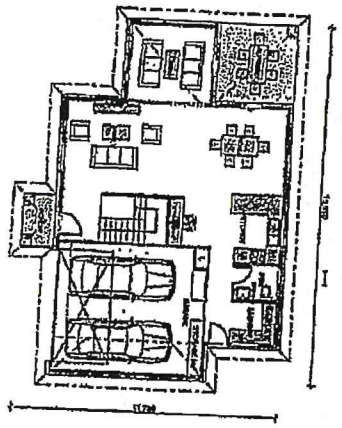
TYPICAL FLOOR PLANS
TYPE H & I
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CONCRETE
PRIME
RENDERING ONLY
CONCRETE

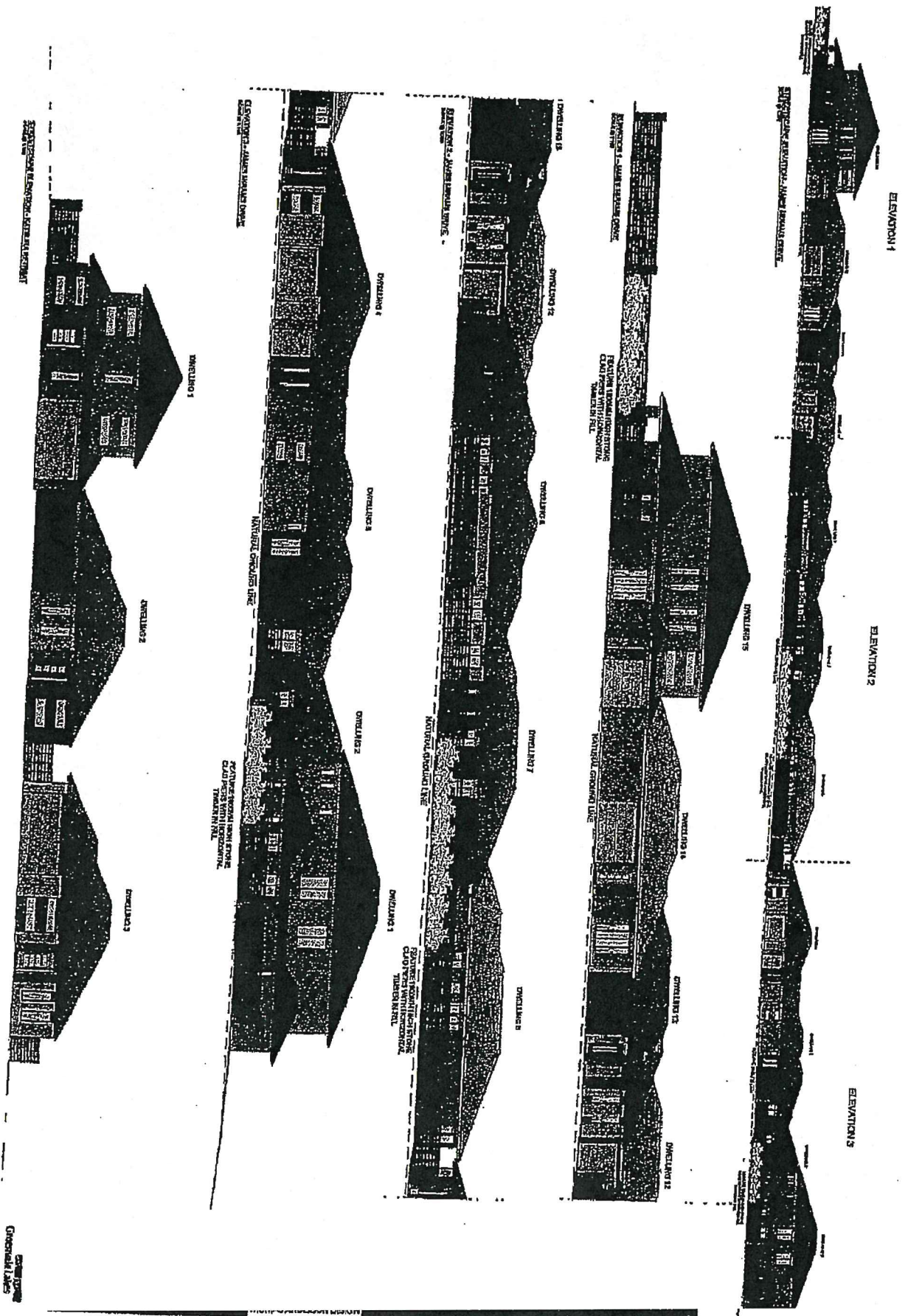


STATISTICS

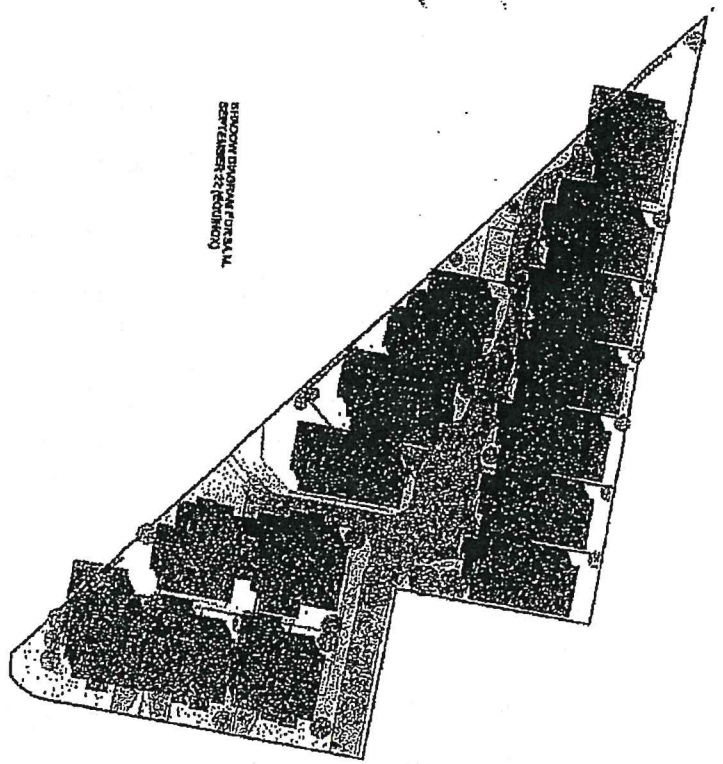
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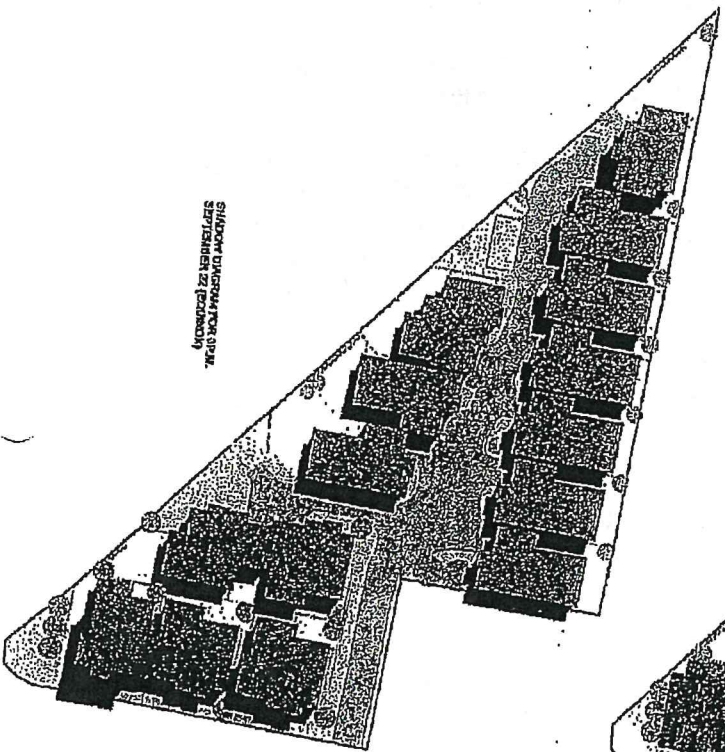




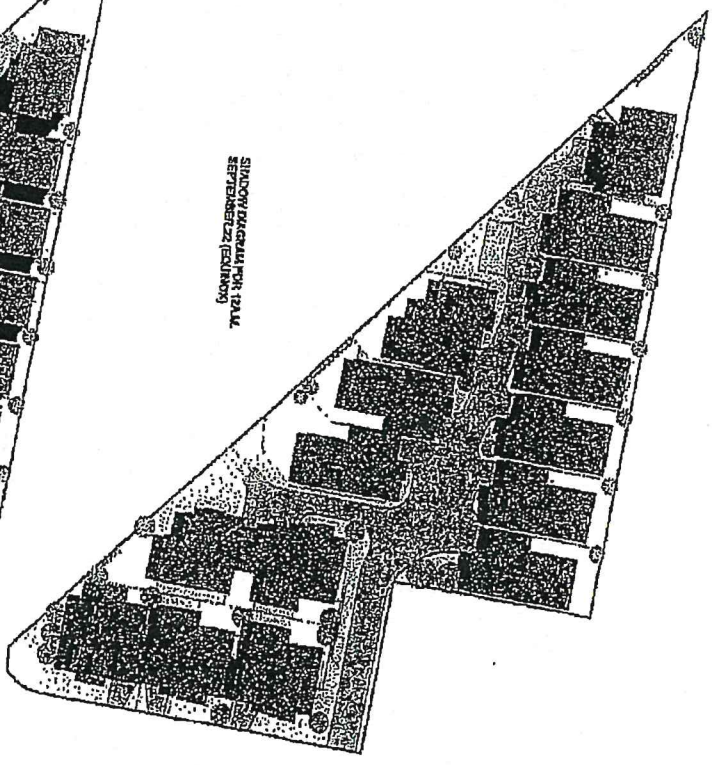
СИНДОВ ДИКАРАА ТУР ТУЛУ
 СЕПТЕМБЕР 22 (1898)



СИНДОВ ДИКАРАА ТУР СИБИ
 СЕПТЕМБЕР 22 (1898)



СИНДОВ ДИКАРАА ТУР ТУЛУ
 СЕПТЕМБЕР 22 (1898)



СИНДОВ ДИКАРАА ТУР ТУЛУ
 СЕПТЕМБЕР 22 (1898)

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 СЕПТЕМБЕР 22 (1898)

СИНДОВ ДИКАРАА ТУР ТУЛУ
 СЕПТЕМБЕР 22 (1898)

"Annexure C"

(Special Condition 14)

GUARANTEE AND INDEMNITY

TO: The Vendor described in the annexed Contract which expression includes the Vendor's transferees, successors and assigns ("Vendor").

IN CONSIDERATION of the Vendor having agreed, at the request of the person or persons named in the schedule to this Guarantee ("Guarantor"), to sell the land described in the annexed Contract ("Contract") to the Purchaser named in the Contract ("Purchaser") the Guarantor guarantees to the Vendor the due and punctual payment by the Purchaser of the purchase price and interest payable under the Contract and all other moneys that are or may become payable pursuant to the Contract ("guaranteed moneys") and the due performance and observance by the Purchaser of the covenants, conditions and obligations contained or implied in the Contract and on the part of the Purchaser to be performed and observed ("Purchaser's obligations"). The Guarantor acknowledges and declares that the Guarantor has read and understands the Contract and has access to a copy of the Contract.

This Guarantee is given upon and subject to the following conditions:

1. If the Purchaser fails to pay the Vendor the guaranteed moneys as and when due, the Guarantor will immediately on demand pay them to the Vendor.
2. If the Purchaser fails to carry out or perform any of the Purchaser's obligations, the Guarantor will immediately on demand carry out and perform them.
3. The Guarantor is deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for the Purchaser) for the payment of the guaranteed moneys and in performing the Purchaser's obligations. It will not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the guaranteed moneys or to carry out and perform the Purchaser's obligations.
4. This Guarantee is a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing the Contract or by any extension of time or other indulgence given to the Purchaser in respect of the Contract.
5. This Guarantee is in addition to and not in substitution for any other guarantee or security given in favour of the Vendor and will not merge with or be affected by any other guarantee or security now or in the future given or held in favour of the Vendor in respect of the Contract or the property sold by the Contract.
6. Nothing in this Guarantee imposes an obligation on the Vendor to give notice to the Guarantor of any default by the Purchaser under the Contract or to include in any demand made under this Guarantee particulars of the Purchaser's default resulting in that demand.
7. The Guarantor indemnifies the Vendor against all loss, damage, claims, expenses and costs arising out of the default of the Purchaser in payment of the guaranteed moneys or the performance of the Purchaser's obligations.
8. This Guarantee binds the Guarantor's personal representatives, successors, substitutes and assigns.

9. The Vendor's remedies against the Guarantor will not be affected if any security held by the Vendor in relation to the Contract or the indebtedness of the Purchaser is void, voidable or unenforceable for any reason.
10. The liability of the Guarantor will not be affected by the transfer or assignment of the benefit of this Guarantee to any person to whom the whole of the interest of the Vendor in the Contract has been transferred or assigned.
11. When this Guarantee is executed or intended to be executed by two or more persons:
 - (a) each of those persons is not released from liability if this Guarantee ceases to bind any one or more of them as a continuing security;
 - (b) if one or more persons has not signed this Guarantee, the other person or persons having executed the Guarantee will not be released from liability but will be bound by it as a continuing security;
 - (c) a demand or notice given under this Guarantee if given to any one or more of those persons is deemed to have been given to all of them; and
 - (d) the expression "Guarantor" includes all of those persons jointly and each of them severally.

SCHEDULE

GUARANTOR:


Name: GRANAM JOHN CORNWILL
Address: 16 BALOWIN STREET EMERALD QLD 4720

GUARANTOR:

Name: KAREN LELLY CORNWILL
Address: 16 BALOWIN STREET EMERALD QLD 4720

GUARANTOR:

Name:
Address:

Dated the 26th day of JULY 2011 2012


SIGNED SEALED AND DELIVERED by the Guarantor
in the presence of:

} *J. Larnell*
[Signature]

..... *[Signature]*
[Signature]

Witness

..... KAREN LESLEY CORNWELL
[Please Print]

(Name of Witness)

SIGNED SEALED AND DELIVERED by the Guarantor
in the presence of:

} *[Signature]*
[Signature]

..... *[Signature]*
[Signature]

Witness

..... [Please Print]

(Name of Witness)

SIGNED SEALED AND DELIVERED by the Guarantor
in the presence of:

}
[Signature]

..... [Signature]

Witness

..... [Please Print]

(Name of Witness)

**ANNEXURE D
(Special Condition 15)**

REQUISITIONS & ENQUIRIES AND ANSWERS

REQUISITIONS AND ENQUIRIES	ANSWERS
1. Who has custody of the duplicate certificate of title or the title deeds to the property and by what right:	The Vendor as Registered Proprietor
2. (1) Who is in possession or occupation of the property and by what right? Full particulars of any tenancy must be given, and a copy of any lease, agreement for a lease or tenancy agreement must be supplied. (2) Is any dwelling on the property prescribed premises within the meaning of Part V of the <i>Landlord and Tenant Act 1958</i> ?	The Vendor Not Applicable
3. Is the vendor aware of any discrepancy between occupation and title? If so, particulars must be supplied.	No
4. Is the property subject to any unregistered mortgage, lien, charge, easement, covenant, restriction, public right of way, option to purchase, contract of sale, or other right or encumbrance not disclosed by the usual searches or the vendor's statement? If so, particulars must be supplied and, if required by the purchaser, it must be removed at or before settlement.	Not to the Vendor's knowledge
5. Has there been: (a) any failure to obtain any required planning, building or other permit or approval for any building or building works on the property; or (b) any failure to comply with any permit or approval, or with any building regulation, in respect of the property or its use?	Not to the Vendor's knowledge
6. Does any person other than the vendor: (a) have or claim the right to remove any structures or fixtures from the property; or (b) have or claim any rights in respect of any chattels included in the contract of sale?	Not to the Vendor's knowledge
7. Has any permit affecting the property been issued under the <i>Planning & Environment Act 1987</i> or any earlier planning legislation? If so, a copy must be supplied.	Details are contained in the Vendor's Statement
8. Is the property affected by the <i>Historic Buildings Act 1981</i> or by any application or proposal under the Act? If so, particulars must be supplied.	No

<p>9. Has any fencing or other notice, or any order or determination, relating to the property been given or made under any Act, regulation, local law or by-law? If so particulars must be supplied and, if required by the purchaser, it must be disposed of or complied with at the vendor's expense before settlement.</p>	<p>Not to the Vendor's knowledge</p>
<p>10. Is the property subject to flooding or is there any filling or latent defect affecting the property?</p>	<p>Not to the Vendor's knowledge</p>
<p>11. Have any legal proceedings, under the <i>Family Law Act 1975</i> or the <i>Property Law Act 1958</i> or otherwise, been commenced or threatened which affect or may affect the property? If so, particulars must be supplied.</p>	<p>No</p>
<p>12. Is the vendor under any legal disability which may affect the vendor's capacity to deal with the property? If so, particulars must be supplied.</p>	<p>No</p>
<p>13. Does the vendor hold any unused road, grazing, water frontage, groundwater or other licence in connection with the property? If so, particulars including the licence number must be supplied and, if required by the purchaser, any such licence must be transferred to the purchaser at settlement.</p>	<p>No</p>
<p>14. Production is required of a certificate of occupancy.</p>	<p>This will be done</p>
<p>15. (1) Production is required of: (a) a certificate of registration of a dwelling house pursuant to Division 1A of Part XLIX of the <i>Local Government Act 1958</i>; or (b) a certificate pursuant to the <i>House Contracts Guarantee Act 1987</i> as to whether or not work relating to the dwelling on the property is the subject of a guarantee pursuant to that Act.</p>	<p>The Vendor will produce evidence that there has been compliance with the requirements of the Building Act regarding the domestic building work to be completed on the Property</p>
<p>16. If the property is affected by a body corporate: (a) The vendor must supply a body corporate certificate pursuant to Regulation 408 of the Subdivision (Body Corporate) Regulations 1989.</p>	<p>This will be done</p>
<p>17. A statutory declaration as required by the Comptroller of Stamps must be supplied at settlement.</p>	<p>This will be done</p>
<p>18. A search of the title to the property reveals the following encumbrances which must be discharged or otherwise removed at or before settlement.</p>	<p>All mortgages will be discharged at settlement</p>

ANNEXURE E
(Special Condition 22)

APPLICATION FOR PLANNING PERMIT



Our Ref: 2401/p
Doc Name: HCC01
AFZ/apz

18 July 2011

The Manager
Statutory Planning
City of Hume
PO BOX 119
DALLAS VIC 3047

Dear Sir/Madam

**1-13 KATSURA RETREAT, ROXBURGH PARK
APPLICATION FOR A PLANNING PERMIT**

I refer to the above-mentioned site and advise that Taylors Development Strategists Acts on behalf of Prime Projects Constructions Australia Pty Ltd the owner and applicant for a planning permit to develop the land for 15 dwellings and to subdivide the land into 15 lots.

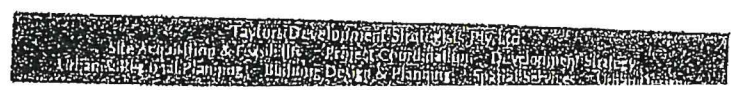
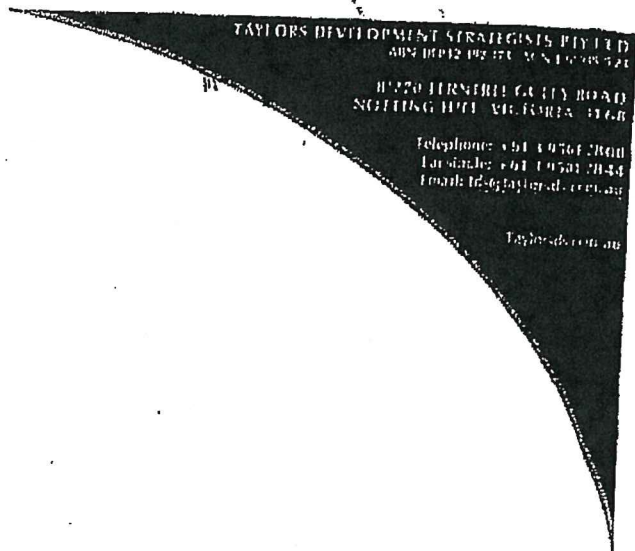
- Please find attached the planning application and associated documents including the following:
- 3 copies of plans of the development including site context plan, design response plan, ground and first floor plans, elevations and shadow diagrams;
- A copy of a planning submission including Clause 55 Assessment;
- A current Copy of Title;
- Draft Plan of Subdivision
- A cheque for the sum of \$1534.50 being the prescribed application fee.

We trust that the information submitted is sufficient to enable Council to make an expeditious assessment of the application however should you have any enquiries regarding this matter please do not hesitate to contact the undersigned or Angela White, the Project Manager on 9501 2800.

Yours faithfully

ADRIAN ZARB
SENIOR PLANNER

Cc: Prime Projects P/L; 1/90 Brunel Road; SEAFORD VIC 3198





Planning Enquiries
 Phone:
 Web: <http://www.hume.vic.gov.au>

Office Use Only

Application No.:

Date Lodged: / /

Application for Planning Permit

If you need help to complete this form, read *How to Complete the Application for Planning Permit Form*.

▲ Any material submitted with this application, including plans and personal information, will be made available for public viewing, including electronically, and copies may be made for interested parties for the purpose of enabling consideration and review as part of a planning process under the *Planning and Environment Act 1987*. If you have any concerns, please contact Council's planning department.

▲ Questions marked with an asterisk (*) are mandatory and must be completed.
▲ If the space provided on the form is insufficient, attach a separate sheet.

The Land

① Address of the land. Complete the Street Address and one of the Formal Land Descriptions.

Street Address *

Unit No.:	St. No.: 1-13	St. Name: Katsura Retreat
Suburb/Locality: Roxburgh Park		Postcode: 3084

Formal Land Description *
 Complete either A or B.

▲ This information can be found on the certificate of title.

A Lot No.: E Lodged Plan Title Plan Plan of Subdivision No.: PS827062

OR

B Crown Allotment No.: Section No.:
 Parish/Township Name:

The Proposal

▲ You must give full details of your proposal and attach the information required to assess the application. Insufficient or unclear information will delay your application.

② For what use, development or other matter do you require a permit? *

If you need help about the proposal, read:
How to Complete the Application for Planning Permit Form

Construct 15 dwellings on a lot and subdivide the land into 16 lots

▲ Provide additional information on the proposal, including: plans and elevations; any information required by the planning scheme, requested by Council or outlined in a Council planning permit checklist; and if required, a description of the likely effect of the proposal.

③ Estimated cost of Existing Conditions permit is required *

④ Describe how the land is used and developed now *

eg. vacant, three dwellings, medical centre with two practitioners, licensed restaurant with 80 seats, grazing.

Cost \$

▲ You may be required to verify this estimate.

The land is currently vacant

▲ Provide a plan of the existing conditions. Photos are also helpful.

Title Information

6 Encumbrances on title *

If you need help about the title, read: How to Complete the Application for Planning Permit Form

Does the proposal breach, in any way, an encumbrance on title such as a restrictive covenant, section 173 agreement or other obligation such as an easement or building envelope?
 Yes. (If 'yes' contact Council for advice on how to proceed before continuing with this application.)
 No
 Not applicable (no such encumbrance applies).

Provide a full, current copy of the title for each individual parcel of land forming the subject site. (The title includes: the covering 'register search statement', the title diagram and the associated title documents, known as 'instruments', eg. restrictive covenants.)

Applicant and Owner Details

8 Provide details of the applicant and the owner of the land.

Applicant *

The person who wants the permit.

Where the preferred contact person for the application is different from the applicant, provide the details of that person.

Please provide at least one contact phone number *

Owner *

The person or organisation who owns the land

Where the owner is different from the applicant, provide the details of that person or organisation.

Applicant Details

Name: Title: First Name: Surname:

Organisation (if applicable): Prime Projects Construction Australia Pty Ltd

Postal Address: Unit No.: 1 St. No.: 90 St. Name: Brunel Road
 Suburb/Locality: Seaford State: VIC Postcode: 3198

Contact person's details *

Name: Same as applicant (if so, go to 'contact information')

Title: Miss First Name: Angela Surname: White

Organisation (if applicable): Taylors Development Strategists

Postal Address: Unit No.: 8 St. No.: 270 St. Name: Fernree Gully Road
 Suburb/Locality: Notting Hill State: VIC Postcode: 3168

Contact information

Business Phone: 9501 2800 Email: angelaw@taylorsds.com.au
 Mobile Phone: Fax: 9501 2844

Owner Details

Name: Title: First Name: Surname: Same as applicant

Organisation (if applicable): Prime Projects Construction Australia Pty Ltd

Postal Address: Unit No.: 1 St. No.: 90 St. Name: Brunel Road
 Suburb/Locality: Seaford State: VIC Postcode: 3198

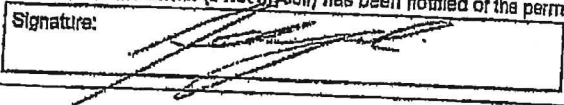
Owner's Signature (Optional): Date: day / month / year

Declaration

7 This form must be signed by the applicant *

Remember it is against the law to provide false or misleading information, which could result in a heavy fine and cancellation of the permit.

I declare that I am the applicant; and that all the information in this application is true and correct; and the owner (if not myself) has been notified of the permit application.

Signature: 

Date: 19 Jul 2011
day / month / year

Need help with the Application?

If you need help to complete this form, read *How to complete the Application for Planning Permit Form*. General information about the planning process is available at <http://www.docd.vic.gov.au/planning>

Contact Council's planning department to discuss the specific requirements for this application and obtain a planning permit checklist. Insufficient or unclear information may delay your application.

8 Has there been a pre-application meeting with a Council planning officer?

No Yes

If 'yes', with whom?:

Date:


day / month / year

Checklist

9 Have you:

Filled in the form completely?

Paid or included the application fee?

 Most applications require a fee to be paid. Contact Council to determine the appropriate fee.

Provided all necessary supporting information and documents?

A full, current copy of site information for each individual parcel of land, forming the subject site.

A plan of the existing conditions.

Plans showing the layout and details of the proposal.

Any information required by the planning scheme, requested by council or outlined in a council planning permit checklist.

If required, a description of the likely effect of the proposal (eg. traffic, noise, environmental impacts).

Completed the relevant Council planning permit checklist?

Signed the declaration (section 7)?

Lodgement

Lodge the completed and signed form, the fee payment and all documents with:

Hume City Council
PO Box 119, Dallas VIC 3047
Pascoe Vale Road Broadmeadows VIC 3047

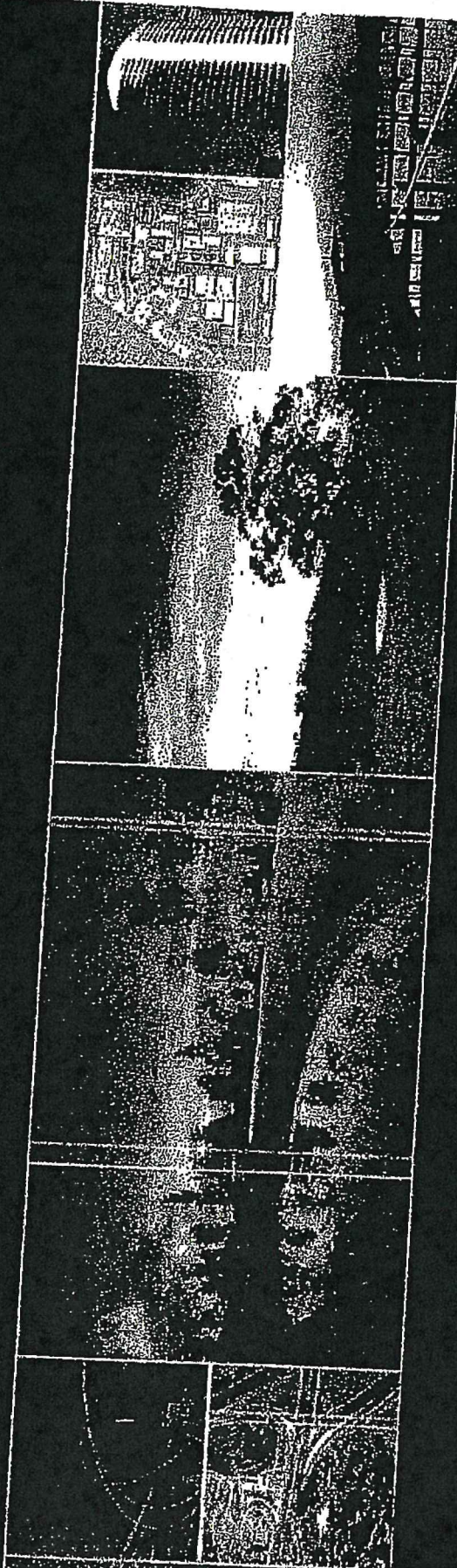
Contact information:

Fax: 01 03 83090109

Email: email@hume.vic.gov.au

DX: 04718

Translation: (03) 8206 2200 for connection to Hume Link's multilingual telephone information service



TOWN PLANNING REPORT

LOT E - STAGE 9, JAMES MIRAMIS DRIVE, GREENVALE
PREPARED BY TAYLORS DEVELOPMENT STRATEGISTS P/L FOR
PRIME PROJECTS



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1 INTRODUCTION

Taylor's Development Strategists have been engaged by Prime Projects Pty Ltd to prepare the Planning Permit Application in relation to the development and subdivision of Lot E -- Stage 9 James Mirams Drive, Greenvale Lakes for the purpose of an integrated multi dwelling residential development and subdivision.

The proposal accords with the provisions contained within the Home Planning Scheme, has taken into account the opportunities and constraints of the site and the strategic identification of this site for medium density housing. The proposal has responded in a positive manner to the strategic direction identified for the allotment, with a subdivision and development outcome that accords with the desired scale and form of housing envisaged, provides a pedestrian focused urban design outcome and proposes a built form that will make a worthy contribution to the surrounding residential lands.

We have concluded from all the information available to us that the proposed development placed before Council is consistent with the Residential 1 Zone, State Planning Policy Framework, Municipal Strategic Statement, Local Planning Policies, and other relevant provisions that require consideration. We discuss our conclusions in this Report.

2 URBAN CONTEXT ANALYSIS

2.1 SUBJECT SITE

- The subject site is located to the northeast of James Mirams Drive on the corner of Katsura Retreat with a frontage to James Mirams Drive of 175.24 metres and side road frontage of 6.73 metres to Katsura Retreat.
- The land is an irregular wedge-shaped allotment as can be seen in the image below and has a total area of 6973 square metres.

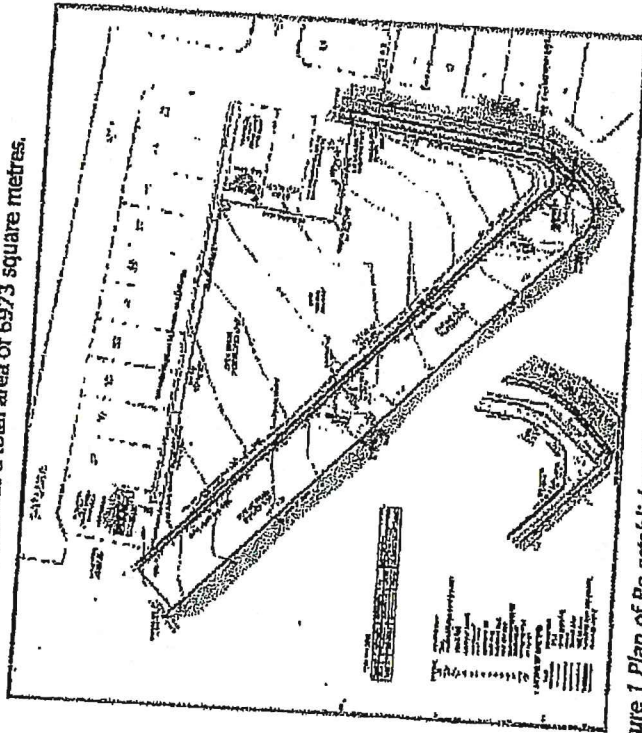


Figure 1 Plan of Re-establishment and feature and level survey

- The land is relatively flat and falls from the northwest corner to the south east by approximately 1.6 metres.

TAYLORS

- The land is currently vacant and does not contain any vegetation as can be seen in the aerial photograph below at Figure 2.
- To the northern and part of an eastern boundary of the land are bound by Colorbond fences.
- There are no easements on the subject land however there is a 0.1 metre Council reserve that bounds the south eastern boundary of the land.

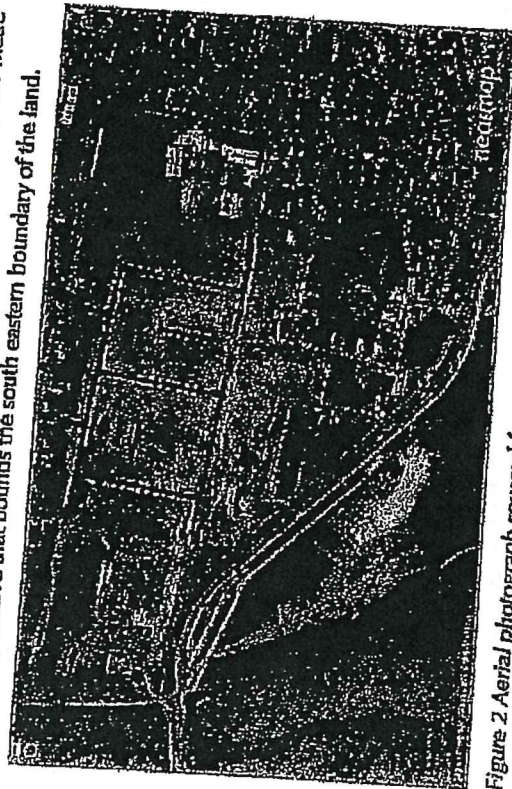


Figure 2 Aerial photograph sourced from www.nearmap.com

2.2 TITLE AND RESTRICTIONS

The land is described as Lot E on Plan of Subdivision 627062G. The land has an area of 6973 square metres and has two registered Section 173 agreements and a Restrictive covenant on the land. The section 173 agreements on the land relate to requirements to construct Bunds, parks and

reserves, landscaping and the like and relate to the primary subdivision of the land.

The restrictive covenant does not apply to these lots. The Restriction contained in instrument 627062G benefits and burdens Lots 901-934 on the plan and does not benefit or burden the subject land

2.3 SURROUNDING AREA

Contextually, the subject site is located within the emerging suburb of Roxburgh Park, which is situated approximately 22km north of the Melbourne CBD. Roxburgh Park being an emerging suburb has undergone significant development in recent times with a modified grid layout subdivision with residential areas developed predominantly with detached dwellings. The area comprises a range of community facilities including schools, parks, convenience retail and the Roxburgh Park Shopping Centre.

Roxburgh Park is located west of the Hume Highway and North of Somerton Road with Greenvale Reservoir located west of the site.

North

To the immediate north of the site the land shares a boundary with 9 Residential allotments. As of 7 April 2011 only one of these allotments had been developed with a two storey dwelling. The dwelling is setback 7.5 metres from the shared boundary with the land.

North-east

To the north-east of the subject site the land shares a boundary with 3 residential allotments. As of 7 April 2011 only one of these allotments

had been developed with a single storey brick dwelling setback 5 metres from the shared boundary with the land.

East

To the east of the site are 5 residential allotments on the opposite side of Katsura Retreat. As of 7 April 2011, only one of these lots had been developed with a two storey dwelling.

South

To the south of the land, is a large allotment that has not yet been developed.

2.4 LOCAL SERVICES AND FACILITIES

The subject site is well located with respect to local services and facilities. The following details local services within proximity to the site:

Shops

- Proposed local shops 180 metres northwest
- Roxburgh Park Shopping Centre 2.5 kilometres southeast

Public Transport

- Bus Route 543 operates along James Mirams Drive 600 metres east
- Bus Route 544 operates along Bridgewater Drive 770 metres east
- Roxburgh Park Station 2.6 km southeast

Schools

- Roxburgh Rise Primary School 603 metres northeast
- Roxburgh Homestead Primary School 1.3 km south
- Roxburgh College 1.5km southeast
- Roxburgh Park Primary School 1.8 km southeast

Community facilities

- Roxburgh Park Youth and Recreation Centre 1.5 km southeast

3 DEVELOPMENT PROPOSAL

It is the intention of this Application to develop the land with 15 dwellings and to subdivide the land into 15 lots with common property areas.

3.1 DEVELOPMENT OF DWELLINGS

Pursuant to the provisions of the Comprehensive Development Zone a planning permit is required to develop two or more dwellings on a lot or construct a dwelling on a lot of less than 300 square metres.

Although this is a land led subdivision the lots have been designed to accommodate a specific dwelling type. Of the 14 dwellings proposed all but two, the dwellings on proposed lots 1 and 15, are proposed as single storey dwellings. The two double storey dwellings form "bookends" to the development.

The table opposite shows statistics of each dwelling on each of the proposed Lots:

Lot	Typology	Storeys	Bedrooms	Living areas	Parking	P.O.S
1	A	2	3	3	2	73.51
2	B	1	3	2	2	49.59
3	C	1	3	2	2	45.47
4	C (mirror)	1	3	2	2	40
5	D	1	3	2	2	141.4
6	E1	1	3	2	2	156.45
7	G1	1	3	1	2	110.84
8	H	1	3	2	2	106.69
9	G2	1	3	1	2	95.4
10	F1	1	3	1	2	85.16
11	E2	1	3	1	2	74.96
12	G1	1	3	1	2	40.02
13	F2	1	3	1	2	40.02
14	E1	1	3	1	2	40.02
15	I	2	3	3	2	153.77

- A second common property area is proposed to be located in the southeast corner of the allotment.
- Each of the proposed lots will range in size from 253 – 381 square metres with an average lot size of 332 square metres.
- The two common property areas have areas of 2157 square metres and 134 square metres respectively.

- In addition to the details shown in the table above, each dwelling also incorporates 2 bathrooms, a kitchen and a laundry.
- The two storey dwellings comprise main living areas down stairs with skill bedrooms and a small living area at first floor.
- The dwellings have floor areas ranging from 171.05 square metres to 274.83 square metres.
- The majority of the dwellings achieve access via the internal accessway apart from dwellings 1-3 which achieve access via individual crossovers to Katsura Retreat.
- The internal accessway is provided with access to Katsura Retreat adjacent to the northern side of the lot. The accessway is proposed with variable widths at different points to enable all vehicles to enter and leave the site in a forward direction.
- In addition visitor parking is provided throughout the site with 5 parking spaces proposed.
- Substantial space is available around the internal accessway for the planting of vegetation.
- A decorative fence is proposed adjacent to the wide road reserve fronting James Mirams Drive.

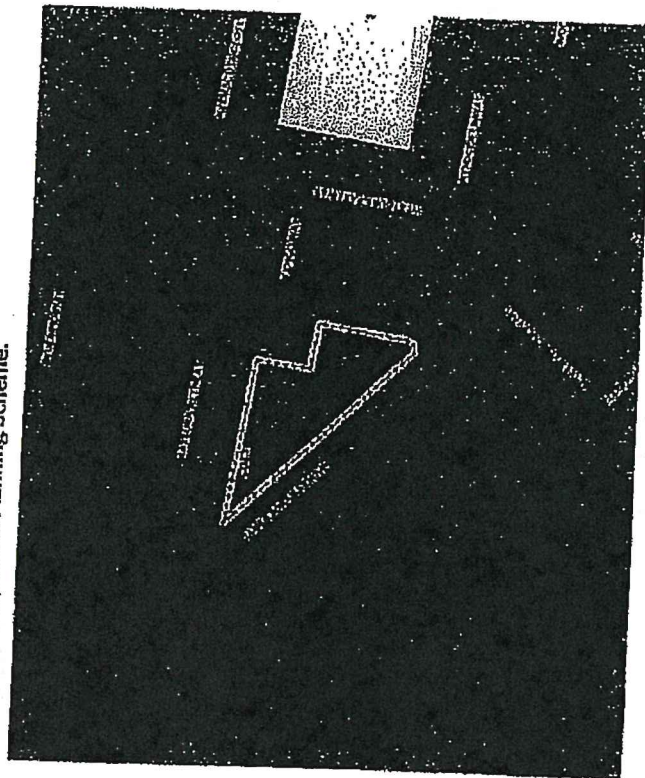
3.2 SUBDIVISION

It is proposed to subdivide the land into 15 residential allotments with common property areas providing vehicular access to each lot.

4 PLANNING CONTROLS

4.1 ZONE PROVISIONS

The site is located within the Comprehensive Development Zone under Clause 37.02 the Hume Planning Scheme.



Zoning Map – source: <http://services.land.vic.gov.au/maps/pmo.isp>

In addition to implementing the State and Local Planning Policy Framework the purposes of the Comprehensive Development Zone are as follows:

- To provide for a range of uses and the development of land in accordance with a comprehensive development plan incorporated in this scheme.
- The site is located within Schedule 3 to the Comprehensive Development Zone which has the specific purposes:
- To designate land suitable for urban development.
 - To provide for development of land generally in accordance with the Greenvale Lakes East Comprehensive Development Plan.
 - To facilitate a mix and range of housing and lot types in sizes to meet a diversity of lifestyle choices.
 - To ensure that non-residential uses do not cause loss of amenity to residents in areas set aside and used for housing.
 - To encourage residential development which fosters social interaction and walkable neighbourhoods and creates a sense of place and identity.
 - To provide for a range of commercial, open space and community facilities of appropriate sizes to serve needs of existing and future residents of the area.
 - To facilitate the construction of Aitken Blvd (E14) through the site.
 - To encourage energy efficiency in housing and subdivision design.
 - To protect and conserve indigenous flora and fauna.
 - To conserve water quality and watercourse capacity.
 - Protect Greenvale Reservoir from urban development, particularly storm water runoff from urban development.
 - Ensure that Melbourne Water has provided written approval of the bund required for protection of Greenvale Reservoir and construction of the

Aitken Boulevard (E14) roadway before any development commences in the catchment that falls west of the current (June 2007) natural ridge line, towards the Greenvale Reservoir, within the Greenvale Lakes East site.

USE

Under the Table of Uses contained within Schedule 3 to the Comprehensive Development Zone (CDZ3) the proposed Use being 'Dwelling' is categorised under Section 1 - Permit not required however the use of land must be generally in accordance with the Comprehensive Development Plan approved for the area.

BUILDINGS AND WORKS

The schedule to the zone recognises that a permit is required to construct two or more dwellings on a lot in considering an application the responsible authority must consider the objectives and standards of Clause 55.

SUBDIVISION

A planning permit is also required to subdivide land pursuant to the Schedule to the Comprehensive Development Zone.

4.2 OVERLAYS

The subject site is affected by Schedule 22 to the Design and Development Overlay. Pursuant to this overlay a permit granted must be generally in accordance with an approved development plan. Contact with Council has identified that the Incorporated Comprehensive development Plan is the approved Development Plan for the area.

4.3 STATE PLANNING POLICY FRAMEWORK (SPPF)

The State Planning Policy Framework sets out the relevant statewide planning priorities for use and development at Clause 11 (Settlement), Clause 12 (Environment and Landscape Values), Clause 14 (Natural Resource Management) Clause 15 (Built Environment and Heritage), Clause 16 (Housing) Clause 17 (Economic Development), Clause 18 (Transport) and Clause 19 (Infrastructure).

The settlement policies at Clause 11 seek to ensure a sufficient supply of land is available for all forms of land use in Victoria. Of particular relevance to housing, Clause 11 promotes housing diversity and urban consolidation objectives in the established urban realm. Importantly, this policy encourages Planning Authority's to plan for and develop a hierarchy and network of activity centres as a focus for high quality development that maximises choice and diversity by providing a broader mix of land uses, and to play an important role in achieving urban consolidation objectives.

The identification and protection of environment and landscape values is the key policy theme developed throughout Clause 12. Policies contained within this Clause aim to protect habitat and biodiversity values through the identification of and application of appropriate planning controls to areas with significant ecological value.

Clause 15 aims to ensure that careful planning and management of the urban environment and cultural heritage is achieved. Of particular significance, Clause 15.07 encourages development to achieve high quality architectural and urban design outcomes that contribute positively to neighbourhood character, minimises detrimental amenity impacts and achieves safety for

future residents, and the community, through good design. Additionally, Clause 15 seeks to achieve sustainable development outcomes by promoting energy efficient design and the promotion of development in locations that maximises access by sustainable forms of transportation including walking, cycling and public transport.

Housing objectives are further advanced at Clause 16. This clause aims to encourage increased diversity in housing to meet the needs of the community through different life stages and respond to market demand for housing. Several critical housing policy outcomes are sought by this clause that essentially aims to ensure the supply of housing meets market demands and expectations by encouraging increased housing diversity. The achievement of urban consolidation objectives at key locations particularly in and around activity centres and public transportation routes is actively encouraged through this Clause which seeks Planning Authority's to identify strategic redevelopment sites in such locations.

The policies contained at Clause 18.01 encourage the development of transport networks to meet community need and to concentrate increased development densities at activity centres and along transport nodes particularly the principal public transport network. The policies also encourage development of transport networks that promote sustainable modes of transport including walking and cycling tracks, and seek to ensure the appropriate management of the road network and that car parking facilities are appropriately designed to meet the parking demands of new development.

Infrastructure policies are developed at Clause 19, and aim to ensure that development is provided by all necessary infrastructure including water, gas, telecommunications, electricity, sewerage and drainage.

4.4 LOCAL PLANNING POLICY FRAMEWORK (LPPF)

The Local Planning Policy Framework contains Council's strategic direction, the Municipal Strategic Statement (MSS), which is an extension of direction established by the SPPF, and the local policies that seek to implement the MSS. The Following Local Policies apply to the proposal:

- Clause 21.01 – Municipal Profile
- Clause 21.02 – Community Wellbeing
- Clause 21.06 – Local Areas

Council's MSS at Clause 21.01 recognises a vision for the Municipality that seeks to reinforce it's reputation for its attractive environment, strategic transport advantages, cultural diversity, social justice and as a location of choice for industry.

Community Wellbeing is discussed at Clause 21.02 and this policy reinforces settlement policies in the SPPF. The key housing objectives at Clause 21.02-1 seek:

- To provide access to a range and quality of housing opportunities that meet the varied needs of existing and future residents
- To deliver urban growth that is cost effective, orderly and achieves the greatest social benefits to the community, without diminishing the unique character and identity of the City.

The strategies contained within this clause encourages provision of a mix of housing including a range of housing types and sizes and ensuring that

housing is delivered in accordance with any approved structure plan or incorporated plan.

Clause 21.06 recognises the differences between various local areas within the Municipality and identifies the area as being located within the Roxburgh Park Neighbourhood which is bound by Craigieburn to the north, meadow heights to the south, the Melbourne to Sydney Rail Line to the east and Greenvale Lake to the west. There is no specific policy guidance on the development of this area although it is noted that this area is within the Hume Growth Corridor which is a major growth area.

4.5 PARTICULAR PROVISIONS

A number of Particular Provisions require consideration as part of this multi dwelling residential development. They are identified as follows:

- Clause 55 – Two or More Dwellings on a Lot
- Clause 56 – Residential Subdivision

5 PLANNING CONSIDERATIONS

We submit to Council that the proposal accords with the provisions contained within the Hume Planning Scheme and has taken into account the opportunities and constraints of the subject site and adjoining properties. The proposal will not unreasonably impact on the adjoining properties and the design of the proposed development is responsive to the expectations for the site and its disposition to increased change.

5.1 ZONE PROVISIONS

The proposed development of the subject site is submitted to be generally in accordance with the provisions contained within Schedule 3 to the Comprehensive Development Zone. This zone was applied to recognise land suitable for urban development and ensure that land is developed generally in accordance with the Greenvale Lakes East Comprehensive Development Plan. In accordance with the incorporated Comprehensive Development Plan, land generally located along James Mirams Drive has been designated as being "Development Area" with an area of open space located further north of James Mirams Drive.

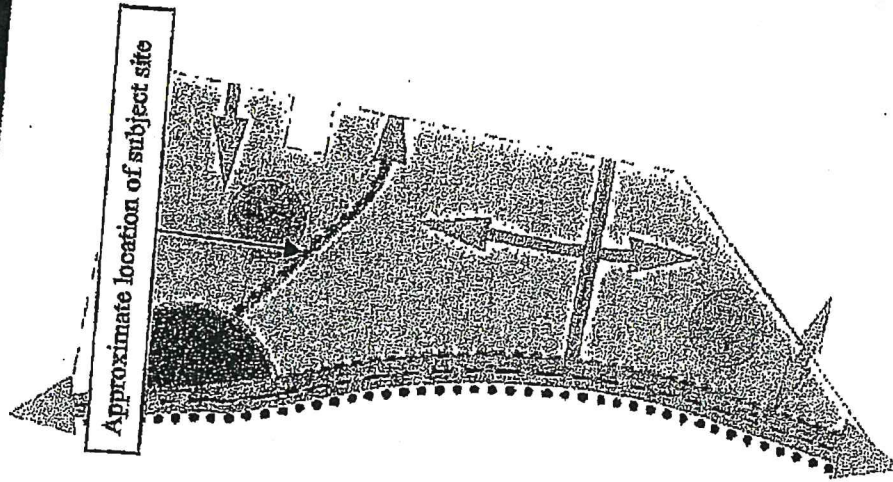


Figure 3 Extract from Greenvale Lakes Comprehensive Development Plan
(Tract, 2007)

The Comprehensive Development Plan recognises that the main form of development within the estate will be residential development with provision for a diversity of housing product from medium density development close to services and transport and conventional residential development. The proposed development is in accordance with these principles. The site is well located with respect to James Mirams Drive, the main collector road in the estate, which provides connectivity to the future activity centre which is located a short distance from the subject land. The land is well located with respect to other local services and facilities as demonstrated in Section 2.3 of this report and therefore ideally suited to the development proposed.

The proposed residential development implements the State Planning Policy Framework and the Local Planning Policy Framework through the provision of a residential development that comprises a diversity of housing types, at an increased density and on an allotment identified for residential development of this scale. We discuss this conclusion in greater detail in Section 5.2 and 5.3 of this Report.

The proposed development is entirely consistent with the specific objectives contained within Schedule 3 to the Comprehensive Development zone as:

- To proposal assists in facilitating a mix and range of housing and lot types in sizes to meet a diversity of lifestyle choices. The lots proposed range in size from 253 square metres to 375 square metres with lot widths of not less than 12.8 metres which is entirely consistent with the lot widths of lots in the immediate vicinity of the site.

- The subdivision fosters social interaction and walkable neighbourhoods as the subdivision is located proximate to the proposed activity centre and local services and facilities.
- The proposed development fosters energy efficient residential design with each dwelling proposed designed to face north to maximise passive solar infiltration throughout the dwellings.
- The site is cleared of vegetation and the proposed development will not have any impacts on indigenous flora and fauna.

5.2 CONSISTENCY WITH THE DEVELOPMENT PLAN OVERLAY

The provisions of the DPO22 state that a development must be generally in accordance with an approved development plan for the area. A call was made to Council and it was advised that there is no approved Development Plan for the area.

The Development Plan Overlay does however note that a permit can be approved for land before a development plan is approved if the development will not prejudice the preparation of a development plan. In this regard the subject site is a small, undeveloped lot surrounded by a residential subdivision that is currently being developed. In this regard the development and subdivision of the land will not prejudice any outcomes sought to be achieved and given that the land is already largely developed around the site.

5.3 STATE PLANNING POLICY FRAMEWORK

It is submitted that the proposed development is consistent with the State Planning Policies as the locational attributes for an increase in density accords with the general thrust of the SPPF, as these policies encourage urban consolidation to accommodate for a variety of living arrangements and make

better use of existing infrastructure. Particular emphasis is placed on locating such development in proximity to a range of services and facilities in particular public transport and activity centres.

The site is thus entirely suitable for such development. The site is located within close proximity of local schools, bus routes, open space and the proposed activity centre.

The designs of the proposed buildings are appropriate in context of the surrounding environment and responds to the character emerging within this residential precinct of Greenvale Lakes East. The built form achieves a high quality architectural outcome that is entirely consistent with the character of the surrounding area consistent with the directions of Clause 15 of the Hume Planning Scheme.

The lots, although slightly smaller in area to surrounding development which typically ranges from 380 – 400 square metres have lot widths of 12.8 metres which are consistent with the subdivision pattern of the immediate area surrounding the site including lots that about the northern and eastern boundaries of the site. This will ensure that the development pattern and siting of dwellings is consistent with the layout of the subdivision and development pattern as lots in the area are developed.

The dwellings proposed are of a contemporary residential design with hipped roofs and constructed utilising a range of bricks, tiled roofs, render and stone features with panel lift doors. This form of development is entirely consistent with the emerging pattern of development in the surrounding area and ensures that the proposed development provides an attractive, liveable,

walkable, cyclable, diverse and sustainable neighbourhood in keeping with the objectives and strategies of Clause 15.01-03.

The proposed residential development, housing types and form proposed are in keeping with the housing objectives and strategies of Clause 16 of the Hume Planning Scheme, facilitating urban consolidation within an identified strategic location. Furthermore, this satisfies the provisions contained at Clause 18.01 of the Hume Planning Scheme, which seek intensification close activity centres.

As has been discussed above there is clear policy direction that the subject allotment, is a location where increased diversity in residential development is to be provided. It is submitted that, subject to the consideration of site-specific issues, the construction of 14 dwellings is an appropriate response to the relevant planning policies that influence development decisions within the City of Hume and the direction to make efficient use of lands with good access to existing infrastructure.

5.4 LOCAL PLANNING POLICY FRAMEWORK

The MSS clearly states that there is a growing need for a variety of dwelling types and densities to cater for a changing population, with diversity in housing options a key element in catering for the various life cycles of residents. The proposed development assists in providing for housing diversity within the area, presenting an increase in housing density where neighbourhood character is considered not to be prejudiced and where the capacity to increase density is present. The architects have responsibly chosen to draw from influences from the array of housing styles immediate to

the site, marrying this with a more contemporary building form so as to provide a distinct identity to the development.

The subject site is within an area identified for urban growth in Clause 21.06 and the land is currently being developed for residential purposes around the development site. There is no specific policy guidance on the way in which it is developed however the policy recognises development must be generally in accordance with approved Structure Plans, Precinct Structure Plans and Development Plans.

5.5 CLAUSE 55 AND CLAUSE 56 PROVISIONS

The decision guidelines of Schedule 3 to the Comprehensive Development Zone require consideration of the objectives and Standards of Clause 55 and Clause 56 of the Hume Planning Scheme. As can be seen at Appendix A and B of this report the proposed development achieves a high level of compliance with the objectives and standards of both clauses.

5.6 DESIGN RESPONSE & BUILDING MASS

It is submitted that the proposed development will respond appropriately to the emerging character of this area. The immediate vicinity of the site is in the early stages of development with most of the immediately adjacent lots undeveloped at this time.

Dwelling siting, scale, height and setbacks

Each of the proposed dwellings have been sited and designed to respond to the future siting of dwellings on adjoining lots. In all but three locations on the development site (between buildings 1 and 2, between buildings 4 and 5 and between buildings 6 and 7) the dwellings have been sited and designed

as detached dwellings. In the other two cases, minimal connection is provided through partial attachment of garage walls. The dwellings will be located on future lots with a lot width of 12.8 metres.

This lot width is entirely consistent with the lot widths of dwellings abutting the northern and eastern boundaries of the land and will ensure that when developed each of these lots will be developed with a building mass that is consistent with the character of dwellings that will be constructed on adjoining allotments

The dwellings have been sited and designed to provide appropriate spacing between dwellings in the form of a 1 metre separation between side boundaries to at least one proposed side boundary with open space providing greater setbacks.

The dwellings are well setback with respect to Katsura Retreat and provided with appropriate facade articulation achieved through use of a variety of materials and recessed facades. To James Mirams Drive, dwellings have all been provided with reasonable setbacks and large areas available for landscaping to ensure that the development will present an appropriate response to this streetscape.

Each of the buildings has been sited and designed with appropriate setbacks to adjoining lots with minimal building heights to ensure that the bulk and massing of the proposed dwellings when perceived from surrounding lots will not be unreasonable.

Facade detailing

Each of the dwellings has been designed to achieve an appropriate design response to the emerging character of Greenvale Lakes.

The dwellings have all been designed with hipped roofs, appropriate eave proportions and have been designed incorporating variable wall setbacks and appropriate facade articulation.

The buildings all incorporate a variety of building materials including bricks, render and stacked stone elements to clearly delineate dwelling entrances. The detached form of the development coupled with these entrances clearly fronting the internal, and external accessways, clearly delineates each dwelling providing each with its own sense of identity.

Garage doors have been incorporated into the main roof form of each dwelling on the site and will appear as a secondary element to the facade with each of the dwellings also designed with at least one habitable room presenting to the internal or external accessway. This feature of the design ensures that each dwelling provides at least one room with a visual presence to internal and external roadways to maximise passive surveillance of internal and external accessways.

5.7 EXTERNAL AMENITY IMPACTS

It is submitted that the design response has had appropriate regard to the potential for off-site amenity impacts. Although the land surrounding the immediate site is largely undeveloped, the design has given consideration to future amenity impacts on any adjoining lot once they are developed.

The proposed dwellings are all reasonably setback from adjoining residential interfaces and most of the dwellings are proposed as single storey detached dwellings. This will ensure that the bulk and mass of the proposed dwellings particularly adjacent to the northern and eastern boundaries is minimised and will not visually impact dwellings as they are constructed.

Shadows from the development will fall across the subject site and will not impact on the future development of adjoining lots. Overlooking has been avoided through the single storey nature of most of the dwellings and the two storey dwellings have obscure glass to first floor windows. In addition air conditioning and heating units will be sited away from share boundaries to ensure that any future noise impacts on adjoining land are minimised. For these reasons it is submitted that the proposed development will not impact on the amenity of adjoining land.

5.8 INTERNAL AMENITY IMPACTS

We submit that the design/layout of the internal/external spaces ensures an exceptional level of amenity is afforded to future occupants of the proposed residential units. We state the following in relation to this matter:

- Each dwelling is provided with a clear sense of address.
- All units are provided with good orientation, access to direct sunlight throughout different parts of the day, with appropriate solar protection where required.
- Living areas have been designed to connect directly with areas of secluded private open space, with opportunities for cross ventilation through each of the dwellings.
- Each unit is afforded with well dimensioned and secure open space, each in excess of 40m². Provision has been made for secure vehicle parking, bicycle parking and storage areas.
- Each dwelling is highly accessible and most dwellings proposed are single storey with all bedrooms, living areas and bathrooms at ground floor providing for access for people with limited mobility.

6 CONCLUSION

It is submitted that the subject site provides an excellent opportunity to further the principles of urban consolidation and the provision of diversity of housing. The proposed development of the site has carefully considered a number of issues, including the built form of the area, urban consolidation, modern living requirements, solar orientation, car parking, potential amenity impacts and the significance of the existing neighbourhood character. Substantial consideration has been given to the design, to ensure that the end result is a design that satisfactorily takes into account the above-mentioned

issues. We submit that through analysis of the opportunities and constraints of this site and the applicable policies of the Hume Planning Scheme, the proposal submitted to Council provides a highly desirable outcome for the subject site and the locality.

Taylors Development Strategists Pty Ltd
May 2011

APPENDIX A - CLAUSE 55 (RESCODE ASSESSMENT)

NEIGHBOURHOOD CHARACTER

Clause	Standard	Complies/Does Not Comply/Partial Compliance
B1	<p>Appropriate design response to the neighbourhood and site.</p> <p>Design respects the existing or preferred neighbourhood character & responds to site features.</p> <p>Comments:</p> <ul style="list-style-type: none"> The proposal has adopted a site responsive design response, which is discussed in detail in Sections 5 and 6 of this Report. The subject site located within an area of Greenvale Lakes surrounded by an approved subdivision and at present the lots are currently being developed. In this regard the lot widths are consistent with those in the surrounding area and the dwellings have been designed to be setback in accordance with the development pattern that is emerging in the area. 	<p>Y Complies</p> <p>Y Complies</p>
B2	<p>Residential Policy</p> <p>Application to be accompanied by written statement that explains consistency with relevant housing policy in SPPF, LPPF, MSS and local planning policies.</p> <p>Comments:</p> <ul style="list-style-type: none"> Please refer to the planning controls considerations in Section 5 of this Report. 	Y Complies
B3	<p>Dwelling Diversity</p> <p>Developments of ten or more dwellings to provide for:</p> <ul style="list-style-type: none"> Dwellings with a different number of bedrooms. At least one dwelling containing a kitchen, bath or shower, and a toilet and wash basin at ground floor level. <p>Comments:</p> <ul style="list-style-type: none"> The proposed development provides for a range of dwelling types in the estate with most dwellings provided with all living areas, bedrooms and bathrooms at ground floor. 	Y Complies
B4	<p>Infrastructure</p> <p>Connection to reticulated sewerage, electricity, gas and drainage services.</p> <p>Capacity of infrastructure and utility services should not be exceeded unreasonably.</p> <p>Provision should be made for upgrading and mitigation of the impact of services or infrastructure where little or no spare capacity exists.</p> <p>Comments:</p> <ul style="list-style-type: none"> The proposed development can be connected to a full range of services and infrastructure and will not cause for the capacity of these services to be exceeded. 	Y Complies
B5	<p>Integration with the Street</p> <p>Development orientated to front existing and proposed streets.</p> <p>Vehicle and pedestrian links that maintain and enhance local accessibility.</p>	<p>Y Complies</p> <p>Y Complies</p>

Title	Standard	Complies / Does Not Comply / Partial Compliance
High fences in front of dwellings should be avoided if practicable.		Y Complies
Development next to public open space should be laid out to complement the open space.		Y Complies
<p>Comments:</p> <ul style="list-style-type: none"> ▪ Please refer to Section 6 of this Report for a detailed discussion on the design response. ▪ The dwellings have been designed to front Katsura Retreat. ▪ Dwellings provide an appropriate interface to James Mirams Drive and have been sited and designed to the internal road within the development. This will provide for the road widening of James Mirams Drive. ▪ Despite this it is proposed to provide a decorative fencing treatment to this road reserve to ensure that the development appropriately responds to the character of this street. 		

SITE LAYOUT AND BUILDING MASSING

Title	Standard	Complies / Does Not Comply / Partial Compliance
B6 Street Setback	<ul style="list-style-type: none"> ▪ Walls of buildings should be set back from streets ▪ at least the distance specified in the schedule to the zone, or ▪ Average of setbacks on abutting allotments or 9 metres, or ▪ Same setback of front wall of existing dwelling or 9 metres (1 adjoining dwelling) ▪ Same as existing or 9 metres, if no building 6 m for RDZ1 and 4m for other. ▪ Min side setback for side walls same as existing or 3 metres 	Y NA
<p>Comments:</p> <ul style="list-style-type: none"> ▪ The proposed development provides a minimum 4.4 metre setback to Katsura Retreat. 		
B7 Building Height	<p>The maximum building height should not exceed that specified in the zone, schedule to the zone or any overlay that applies to the land. Or where no max is specified, 9 metres, unless slope is 2.5 degrees or more = 10 metres</p>	Y Complies
<p>Comments:</p> <ul style="list-style-type: none"> ▪ The proposed buildings are all less than 9 metres high. 		
B8 Site Coverage	<p>The site area covered by buildings should not exceed:</p> <ul style="list-style-type: none"> ▪ The max site coverage specified in the schedule to the zone, or ▪ If no max site coverage is specified 60% 	Y Complies
<p>Comments:</p> <ul style="list-style-type: none"> ▪ The proposed development has a total site coverage of 39% substantially below the 60% requirement. 		

CLAUSE 55.03

Item	Standard	Complies / Compliance	Does Not Comply	Partial
B9 Permeability	At least 20% of the site should not be covered by impervious surfaces	Y Complies		
Comments:	<ul style="list-style-type: none"> The proposed development complies with the provisions of this standard with 41.58% of the site not covered by impervious surfaces. 			
B10 Energy Efficiency	<p>Orientation, Siting and design of buildings should make appropriate use of solar energy. Solar access for north-facing windows should be maximised.</p>	Y Complies		
Comments:	<ul style="list-style-type: none"> The dwellings have been designed and orientated to achieve the desired energy efficiency levels. The design of the proposed development ensures that natural light to each of the dwellings with most of the dwellings sited and designed with all living areas facing north. 			
B11 Open Space	<p>Public open spaces should:</p> <ul style="list-style-type: none"> Be substantially fronted by dwellings. Provide outlook for dwellings. Be designed to protect natural features. Be accessible and usable. 	Y Complies		
Comments:	<ul style="list-style-type: none"> There is no public open space in the development. The proposed dwellings are all designed to front the internal access way or Katsura Retreat. 			
B12 Safety	<p>Entrances to dwellings and residential buildings should not be isolated or obscured from the street and internal accessways.</p> <p>Planting should not create unsafe spaces along streets and accessways</p> <p>Good lighting, visibility and surveillance of car parks and internal accessways.</p> <p>Protection of private spaces from inappropriate use as public thoroughfares.</p>	Y Complies		
Comments:	<ul style="list-style-type: none"> The proposed dwelling entrances provide an excellent sense of address and will be well lit. 			

Title	Standard	Complies / Does Not Comply / Partial
<p>B13 Landscaping</p>	<p>Landscape layout and design should:</p> <ul style="list-style-type: none"> ▪ Protect predominant landscape features of the neighbourhood ▪ Provide a safe, attractive and functional environment for residents ▪ Specify landscape themes, vegetation location & species, paving & lighting. <p>Development should:</p> <ul style="list-style-type: none"> ▪ Provide for the retention or planting of trees, where these are part of the character of neighbourhood. ▪ Provide for the replacement of any significant trees that have been removed in the 12 months prior to the application being made, 	<p>Y Complies</p>
<p>Comments:</p>	<p>As is discussed in Section 6 of this report, the proposed development incorporates an extensive areas around the access way to provide a high level of amenity for future residents and a unique response for the site.</p>	
<p>B14 Access</p>	<p>Accessways should provide:</p> <ul style="list-style-type: none"> ▪ Safe, convenient and efficient vehicle movements and connections to the street network ▪ 5 car spaces, 3 or more dwellings or connects to a road in a Road Zone. ▪ A width of at least 3m ▪ An internal radius of at least 4m at changes of direction. ▪ A passing area at the entrance that is at least 5m wide and 7m long if the accessway serves 10 or more car spaces and connects to a road in a Road Zone. <p>The width of the accessways or car spaces should not exceed:</p> <ul style="list-style-type: none"> ▪ 33% of the street frontage, or ▪ 40% if the width of the street frontage is less than 20m. <p>For each dwelling fronting a street, only one single width crossover should be provided.</p> <p>The location of crossovers will maximise the retention of on-street car parking spaces.</p> <p>Access points to a road in Road Zones to be minimised.</p> <p>Access for service, emergency and delivery vehicles must be provided.</p>	<p>Y Complies</p>
<p>Comments:</p>	<p>The accessways to Katsura retreat occupy less than 33% of the frontage.</p> <p>Dwellings fronting Katsura Retreat have been designed to enable appropriate manoeuvring areas to enable all vehicles to enter and exit the site in a forward direction.</p>	<p>Y Complies</p>
	<p>Access for service, emergency and delivery vehicles must be provided.</p>	<p>- N/A</p>
		<p>Y Complies</p>

Title	Standard	Complies / Does Not Comply	Partial
B15 Parking Location	Car parking facilities should be: <ul style="list-style-type: none"> ▪ Close and convenient to dwellings. ▪ Secure. ▪ Designed to allow safe and efficient movements. Shared accessways, car parks of other dwellings/ residential buildings should be at least 1.5m from the windows of habitable rooms. This setback may be reduced to 1m, where there is a fence at least 1.5m high or windowsills are at least 1.4m above the accessway.	Y Complies	
Comments:	<ul style="list-style-type: none"> ▪ Each of the dwelling is provided with a double garage with parking located close to dwellings. ▪ There are no habitable room windows within 1.5 metres of the internal accessway. 	Y Complies	
B16 Parking Provision	Car parking for residents to be provided as follows: <ul style="list-style-type: none"> 1 car space for each 1 or 2 bedroom dwelling. 2 spaces for each 3 or more bedroom dwelling. 1 visitor space per 5 dwellings and marked for visitor parking. In developments of five or more dwellings bicycle parking spaces should be provided. Minimum car park and accessway dimensions Car spaces provided in a garage, carport or otherwise constrained by walls should be: <ul style="list-style-type: none"> ▪ One spaces 6m long + 3.5m wide. ▪ Two spaces 6m long + 5.5m wide measured inside the garage or carport. Car parking facilities should: <ul style="list-style-type: none"> ▪ Be designed for efficient use and management. 	Y Complies	
Comments:	<ul style="list-style-type: none"> ▪ Each of the dwellings is provided with a double garage of dimensions consistent with this standard. ▪ Bicycle parking can be accommodated within the proposed garages and dwellings. ▪ Car spaces are appropriately dimensioned, easily accessible and have been designed for efficient use and management. ▪ There are 5 visitor spaces within the development which is substantially compliant with the provisions of this clause. 	Y Complies	

AMENITY IMPACTS

Clause Objective	Standard	Complies/Does Not Comply/Partial Compliance
B17 Side and Rear Setbacks	<ul style="list-style-type: none"> A new building not on or within 150mm of a boundary should be setback from side or rear boundaries At least the distance specified in the schedule to the zone, or 1m + 0.3m for every metre of height over 3.6 metres up to 6.9 metres, plus 1 metre for every metre of height over 6.9 metres. 	Y Complies
Comments:	<ul style="list-style-type: none"> The dwellings are all setback consistently with this standard and provide a minimum setback of 2.5 metres to the north boundary. All of the single storey buildings require only a 1 metre setback and dwelling 15 has a wall height of 6 metres which requires a minimum setback of 1.72 metres. 	
B18 Walls on Boundaries	<ul style="list-style-type: none"> A new wall constructed on or within 150mm of a side or rear boundary of a lot or a carport constructed on or within 1m of a side or rear boundary of a lot should not abut the boundary for a length of more than: <ul style="list-style-type: none"> 10m plus 25% of the remaining length of the boundary of an adjoining lot. Or Where there are existing or simultaneously constructed walls or carports abutting the boundary of an abutting lot, the length of the existing or simultaneously constructed walls or carports - whichever is the greater. 	Y N/A
Comments:	<ul style="list-style-type: none"> There are no walls on boundaries proposed as part of this development as such it is considered that this standard is not applicable. 	
B19 Daylight to Existing Windows	<ul style="list-style-type: none"> Buildings opposite an existing habitable room window should provide a light count of at least 35sqm and a minimum dimension of 1m clear to the sky (this can include land on the adjoining lot). Walls or carports more than 3m in height opposite should be setback from the window at least 50% of the height of the new wall if the wall is within a 55 degree arc from the centre of the existing window. The arc may be swung to within 35 degrees of the plane of the wall containing the existing window. 	Y Complies
Comments:	<ul style="list-style-type: none"> The proposed construction opposite existing habitable room or adjoining properties is setback an appropriate distance to ensure an appropriate amount of daylight can be received by existing windows. 	Y Complies
B20 North Facing Window	<ul style="list-style-type: none"> Buildings should be setback 1m if an existing north-facing habitable window is within 3m of the abutting lot boundary. (Add 0.6m to this setback for every metre of height over 3.6m and add 1m for every metre over 6.9m.) 	Y N/A
Comments:	<ul style="list-style-type: none"> The subject site does not have any dwellings located to the south of the site and will not impact north facing habitable room windows 	
B21 Overshadowing Open Space	<ul style="list-style-type: none"> Where sunlight to a private open space of an existing dwelling is reduced, at least 75% of 40sqm with between 9 am and 3pm on 22 Sept. If the existing sunlight to the private open space of an existing dwelling is less than these requirements, the amount of sunlight should not be reduced further. 	Y Complies
Comments:	<ul style="list-style-type: none"> The shadow diagrams prepared by Thomas Anderson demonstrate that the shadows from the dwellings will fall mostly on site and not impact the surrounding dwellings. 	

Title/Objective	Standard	Complies/Does Not Comply/Partial Compliance
B22 Overlooking	<p>A habitable room window, balcony, terrace, deck or patio should be designed to avoid direct views into the secluded private open space of an existing dwelling within 9m (see clause for details) should have either:</p> <ul style="list-style-type: none"> ▪ A minimum offset of 1.5m from the edge of one window to the other. ▪ Sill heights of at least 1.7m above floor level. ▪ Fixed obscure glazing in any part of the window below 1.7m above floor level. ▪ Permanently fixed external screens to at least 1.7m above floor level and be no more than 25% transparent. <p>Obscure glazing below 1.7m above floor level may be operable if there are no direct views as specified in this standard.</p> <p>Screens to obscure view should be:</p> <ul style="list-style-type: none"> ▪ Perforated panels or trellis with solid translucent panels or a maximum 25% openings. ▪ Permanent, fixed and durable. ▪ Blended into the development. 	Y Complies
Comments:		Y Complies
B23 Internal Views	<p>The proposed development is designed to ensure that upper floor windows do not overlook any existing dwellings. Windows and balconies should be designed to prevent overlooking of more than 50% of the secluded private open space of a residential building within the same development.</p>	Y Complies
Comments:		Y Complies
B24 Noise Impacts	<p>The design of the proposed development has ensured that any potential for internal overlooking is minimised through the siting of upper floor windows to ensure an appropriate amenity response for future residents. It is submitted that whilst lower level fencing is proposed adjacent the internal open space network, this is an appropriate design response when considering competing objectives.</p> <p>Noise sources should not be located near bedrooms of immediately adjacent existing dwellings.</p>	Y Complies
Comments:	<p>Air conditioning units will be located to minimise impact on neighbours. An appropriate condition can be included on any permit issued for the proposed development to ensure that all plant and equipment is located away from sensitive interfaces.</p>	Y Complies

ON-SITE AMENITY AND FACILITIES

CLAUSE 55.05

Title & Objective	Standard	Complies/Does Not Comply/Partial Compliance
B25 Accessibility	Dwelling entries of the ground floor of buildings should be accessible or able to be easily made accessible to people with limited mobility.	Y Complies
Comments:	<ul style="list-style-type: none"> It is understood that people with limited mobility can access the ground floor of proposed dwellings with appropriate amenities provided to meet their needs. 	
B26 Dwelling Entry	Entries are to be visible and easily identifiable from streets and other public areas. The entries should provide shelter, a sense of personal address and a transitional space.	Y Complies
Comments:	<ul style="list-style-type: none"> Each dwelling entry is clearly identifiable, provided with a sense of address internally within the development and to the Katsura Retreat streetscape. The design of dwelling entries and wider architectural form provide a sense of address and transitional space from the driveway or open space areas. 	
B27 Daylight to New Windows	<p>Habitable room windows to face:</p> <ul style="list-style-type: none"> Outdoor space open to the sky or light count with minimum area of 3sqm and a min. dimension of 1m clear to the sky or; Verandah, provided it is open for at least one third of its perimeter or; A carport provided it has two or more open sides and is open for at least one third of its perimeter. 	Y Complies
Comments:	<ul style="list-style-type: none"> Habitable room windows within the development have been designed and sited to achieve good access to daylight. The proposed design has been well considered to ensure that dwellings achieve access to natural light throughout the day. 	
B28 Private Open Space	<p>Unless specified in the schedule to the zone, a dwelling should have private open space consisting of:</p> <ul style="list-style-type: none"> 40sqm with one part at the side or rear of the dwelling/residential building with a minimum dimension of 3m, a minimum area of 25sqm and convenient access from a living room or; Balcony - minimum 8sqm, minimum width 1.6m and accessed from living room or; Roof-top - minimum 10sqm, minimum width 2m and convenient access from living room. 	Y Complies
Comments:	<ul style="list-style-type: none"> Each dwelling is afforded with well dimensioned and secure open space, each in excess of 40m². 	
B29 Solar Access to Open Space	The private open space should be located on the north side of the dwelling if appropriate. Southern boundary of open space should be setback from any wall on the north of the space at least (2 + 0.9h) h - height of wall.	Y Complies
Comments:	<ul style="list-style-type: none"> The dwellings with south facing open space include dwellings 5, 6, 7 and 8. In each case the southern boundary of the open space is setback far in excess of the required distance from northern walls. 	
B30 Storage	Each dwelling should have access to a minimum 6m ³ of externally accessible, secure storage space.	Y Complies
Comments:	<ul style="list-style-type: none"> Each of the proposed dwellings can be provided with an appropriate storage space within the garage or private open space area. 	

DETAILED DESIGN

Title & Objective	Standard	Complies / Does Not Comply / Partial Compliance
B31 Design Detail	Design of buildings should respect the existing or preferred neighbourhood character. Garages and carports should be visually compatible with the development and neighbourhood character.	Y Complies
Comments:	<ul style="list-style-type: none"> The proposed development and architectural design response is consistent with a site identified for a higher density form of residential development. As is discussed in Section 6 of this report, the proposed design response is one that recognises the landscape amenity of the area while providing a unique architectural response for the site. 	
B32 Front Fences	<p>The front fences should complement the design of the dwelling or any front fences on adjoining properties.</p> <p>A front fence within 3m of the street should not exceed the maximum height specified in the schedule to the zone or if no max. specified, the front fence should not exceed:</p> <ul style="list-style-type: none"> 2m if abutting a Road Zone, Category 1. 1.5m in any other streets. 	Y Complies
Comments:		Y Complies
B33 Common Property	<p>The proposed rear fencing along James Mirams Drive will have a maximum height of 1.9 metres. Whilst these are rear fences as opposed to front fences this has been carefully considered in the design of the development as these are located along parts of the road. These fences are provided as decorative fences with stone piers and merbau slats to avoid unreasonably impacting the character of the street.</p> <p>Should be functional and capable of efficient management.</p> <p>Public, communal and private areas should be clearly delineated.</p>	Y Complies
Comments:		
B34 Site Services	<p>It is understood that the proposed common property areas including driveways, communal facilities areas and open space are capable of efficient management with public, communal and private areas clearly delineated.</p> <p>Dwelling layout and design should provide for sufficient space and facilities for services to be installed and maintained.</p> <p>Bin and recycling enclosures, mailboxes and other site facilities should be adequate in size, durable, waterproof and should blend in with the development.</p>	Y Complies
Comments:	<p>The proposed development has sufficient provision for the inclusion and maintenance of onsite services including bin storage. All mail services are located at the main entry to the site and readily accessible via AusPost.</p>	

MO MILLS OAKLEY
LAWYERS

Vendor's Statement to the Purchaser

PROPERTY:

**Lot , 1-13 Katsura
Retreat, Greenvale Lakes
3064**

MILLS OAKLEY LAWYERS
Level 6, 530 Collins Street
MELBOURNE VIC 3000
Telephone: 61 3 9670 9111
Facsimile: 61 3 9605 0933
DX 558, MELBOURNE
www.millssoakley.com.au
Ref: JMM:5156750

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

VENDOR: Prime Projects Construction Australia Pty Ltd
PROPERTY: Lot , 1-13 Katsura Retreat, Greenvale Lakes 3064

IMPORTANT NOTICE TO PURCHASERS

1. The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy. You should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected to the property.
2. The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.
3. You should check with the appropriate authorities as to the availability and cost of providing any essential services not connected to the property.
4. You may be liable to pay a growth areas infrastructure contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution. The transfer may also be exempted from a growth areas infrastructure contribution in certain situations. It is in your interest to obtain advice as to any potential liability before you commit to buy.

In this Statement words importing the singular mean and include the plural and vice versa.

1 RESTRICTIONS

Information concerning any easement, covenant or other similar restriction affecting the property (whether registered or unregistered) is set out in the attached copies of documents concerning title to the property and the vendor is not aware of any existing failure to comply with their terms.

2 PLANNING AND ROAD ACCESS

- 2.1 The property is affected by a planning instrument as follows:-
 - (a) Hume Planning Scheme;
 - (b) The responsible authority is Hume City Council;
 - (c) The property is zoned Comprehensive Development Zone – Schedule 3 and is within a Development Plan Overlay – Schedule 22.
- 2.2 There is access to the property by road.

3 OUTGOINGS AND STATUTORY CHARGES

- 3.1 Information concerning any rates, taxes, charges or other similar outgoings (excluding any owners corporation or service company charges) and any interest payable on any part of them can generally be found in the attached copies of relevant certificates.
- 3.2 Their total does not exceed \$2,000.00 per annum.
- 3.3 The vendor is not aware of any other amounts (excluding any proposed owners corporation or service company levy) for which the purchaser may become liable as a consequence of having purchased the property.
- 3.4 To the vendor's knowledge there are no amounts owing under any other registered or unregistered statutory charge which secures an amount due under any other legislation.
- 3.5 The Purchaser will be liable for any Owners Corporation fee and levy, council and water rates, land tax and water consumption and any similar charges at and as from settlement. An appropriate adjustment will be required at settlement of any council and water rates, land tax, water consumption and Owners Corporation fees and any similar charges

4 SERVICES

	Service	Connected	Name of Authority (if service is connected)
4.1	Electricity	Not Connected	
4.2	Gas	Not Connected	
4.3	Water	Not Connected	
4.4	Sewerage	Not Connected	
4.5	Telephone	Not Connected	

5 BUILDING APPROVALS AND INSURANCE

Particulars of any building approval granted in the past seven years under the Building Control Act 1981 or the Building Act 1993 (required only where the property includes a residence) – refer to attached documents.

6 BUILDING APPROVALS

Particulars of any guarantee issued in the past seven years under the House contracts Guarantee Act 1987 (required where the property includes a residence constructed by an owner-builder - no such guarantee has been issued).

7 BUILDING APPROVALS UNDER THE BUILDING ACT 1993

Particulars of any required insurance effected in the past six years and six months under the Building Act 1993 (required where the property includes a residence to which s.137B building Act 1993 applies) - no such insurance is required.

8 NOTICES

The vendor is not aware of any notice, order, declaration, report or recommendation of a public authority or government department or approval proposal affecting the property of which he might reasonably be expected to have knowledge including any -

- (a) affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision containing a body corporate, including any relating to the undertaking of any repairs to the property;
- (b) quarantine or stock order imposed under the Stock Diseases Act 1968 (whether or not the quarantine or order is still in force); or
- (c) Notice pursuant to Section VI of the Land Acquisition and Compensation Act 1986.

The vendor has no means of knowing all of the decisions of public authorities and government departments affecting the property unless they have been communicated to the vendor.

9 OWNERS CORPORATION

9.1 The Purchaser acknowledges that one or more Owners Corporations will be established on or after registration of the Plan of Subdivision, and the Purchaser will become a member of one or that Owners Corporation. The Vendor refers the Purchaser to the Plan of Subdivision.

9.2 The Vendor is not aware of:

- (a) any payment or non-payment of any sum by the Vendor in respect of the maintenance fund of the Owners Corporation. A maintenance plan will be formulated and a maintenance fund will be established after registration of the Plan of Subdivision;
- (b) the undertaking of any repairs on the Property, or the land of which the Property forms part, by the Owners Corporation. The Owners Corporation has not been established;
- (c) any liabilities and contingent liabilities of the Owners Corporation, including any liabilities or contingent liabilities arising from legal proceedings. The Owners Corporation has not been established;
- (d) any expenditure or proposed expenditure by the Owners Corporation which may result in an increased liability of the Purchaser.

The annual Owners Corporation fees and levies payable by the Purchaser as a consequence of the purchase of the Property will not be known until the relevant Owners Corporation comes into existence.

10 Purchaser's Acknowledgements

10.1 The Purchaser acknowledges that:

- (a) the Property is part only of the Land;
- (b) the Property is not separately assessed for rates and taxes at the date of this statement;
- (c) the Property is likely to be separately rated and supplementarily assessed shortly after completion of the works described in the Contract and registration of the Plan of Subdivision (which may or may not be before the date of this statement).

(d) the Owners Corporation fees payable by the Purchaser may or may not be determined by Settlement;

(e) the land tax payable by the Purchaser may depend on the level of land ownership and nature of the Purchaser.

Accordingly, the Vendor is not able at the date of this statement to accurately determine the rates, taxes, Owners Corporation fees and other outgoings that will be paid by the Purchaser on and from settlement.

11 TITLE

11.1 Attached are copies of the following documents concerning title to the property:

- (a) Certificate of Title Volume 11214 Folio 2B6;
- (b) Plan of Subdivision PS627062G;
- (c) Proposed Plan of Subdivision PS701913U
- (d) Covenant No. PS627062G;
- (e) Registered Section 173 Agreement AE330131M;
- (f) Registered Section 173 Agreement AF988797X.

DATED this 15th day of September 2011

Mills O'Leary
Signed for and on behalf of the Vendor

PURCHASER'S ACKNOWLEDGMENT

The purchaser acknowledges being given a duplicate of this Statement signed by or on behalf of the vendor before he signed any document committing him to purchase the property.

DATED this 26th day of JULY

2011
2012
2 58

G. Lessinell
Purchaser

GRAHAM JOHN COROWILL
DIRECTOR
COROWILL PROPERTY INVESTMENTS 2 PTM LTD

Karel Lesley Corowill

KAREL LESLEY COROWILL
DIRECTOR/SECRETARY
COROWILL PROPERTY INVESTMENTS
2 PTM LTD (ACN 158967394)

STATUTORY NOTICE (ACN 158967394)

Where the property is to be sold -

- (a) on terms under Section 32(2)(f) of the Act; and/or
- (b) subject to a mortgage that is not to be discharged by the date of possession (or receipt of the rents and profits) of the property under Section 32(2)(a) of the Act -

then the vendor must provide the purchaser with an additional copy



ANSTAT
AN SAI GLOBAL COMPANY

Order number: 7342828
Your Reference: 5149811
07/07/11 15:55

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

VOLUME 11214 FOLIO 286

Security no : 124038363887C
Produced 07/07/2011 03:55 pm

LAND DESCRIPTION

Lot E on Plan of Subdivision 627062G.
PARENT TITLE Volume 11198 Folio 780
Created by instrument PS627062G 13/07/2010

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PRIME PROJECTS CONSTRUCTION AUSTRALIA PTY LTD of 1/90 BRUNEL ROAD SEAFORD
VIC 3198
AJ019115D 21/06/2011

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS627062G 13/07/2010

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

AGREEMENT Section 173 Planning and Environment Act 1987
AE330131M 03/05/2006

AGREEMENT Section 173 Planning and Environment Act 1987
AF988797X 24/07/2008

DIAGRAM LOCATION

SEE PS627062G FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	DISCHARGE OF MORTGAGE	STATUS	DATE
AJ019114F		Registered	21/06/2011
AJ019115D	TRANSFER	Registered	21/06/2011

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

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

Street Address: 1-13 KATSURA RETREAT ROXBURGH PARK VIC 3064

DOCUMENT END

SETTLEMENT DETAILS FOR THE SELF MANAGED SUPER FUND PROPERTY PURCHASE OF
 KATSURA RETREAT GREENVALE LAKES MELBOURNE
 SETTLED 24TH DECEMBER, 2012
 PURCHASE PRICE \$399,000.00
 (Rebate of \$15,000 allowed at settlement by vendor due to shortfall in valuation)

Advance received from ING in the sum of \$259,000.00

Disbursed as follows (As per Gadens Letter dated 24 December 2012)	Gadens (Costs and Government Charges) (As per Invoice dated 22 nd November, 2012)	\$ 20,197.47
	ING Settlement Fee	\$ 75.00
	Australian Financial Mortgage Group	\$ 330.00
	AMC Lawyers	\$ 1,997.00
	Mills Oakley Lawyers	\$ 715.00
	Owners Corporation PS 701913U	\$ 319.00
	Commonwealth Bank of Australia	\$233,956.47
	Gadens NSW Fees	\$ 1,320.00
	Bank Cheque Fees	\$ 44.00
	Courier Fee	\$ 46.06
TOTAL		\$259,000.00

Advance from Self Managed Super fund \$149,399.15

23.05.12	Deposit on signing contract	\$ 1,000.00
19.11.12	Deposit	\$ 38,900.00
20.12.12	Shortfall for settlement provided To AMC Lawyers as per receipt No 299	\$109,499.15
TOTAL		\$149,399.15

TOTAL ADVANCES \$408,399.15

Disbursed as follows	Balance to vendor at settlement after Adjustments	\$344,477.62
	Deposit	\$ 39,900.00
	Gadens Government Charges	\$ 20,197.47
	AMC Lawyers Fee	\$ 1,997.00
	Gadens NSW Fees	\$ 1,320.00
	Bank Cheque Fees	\$ 44.00
	Courier Fees	\$ 46.06
	Australian Financial Mortgage Group	\$ 330.00
	ING Settlement Fee	\$ 75.00
	Bank Cheque Fee for transfer of funds to AMC Lawyers from SMSF	\$ 12.00

AMC Lawyers

Our Ref: CO:LMN:0012253
Your Ref:

16 January 2013

Please reply to:

Cornwill Property Investments 2 Pty Ltd
16 Baldwin Street
EMERALD QLD 4720

HUNTER VALLEY
OFFICE

243 Newcastle Rd
East Maitland NSW 2323

P.O. Box 515
East Maitland NSW 2323

Ph: 02 4934 3710
Fax: 02 4934 3712

Dear Karen & Graham

**Your Purchase from Prime Projects Construction Australia Pty Ltd
Property: Lot 14 1-13 Katsura Retreat, Greenvale Lakes**

We confirm that settlement took place on 24 December 2012.

Registration of transfer

The certificate of title for the property and the transfer were handed to ING on settlement and will be registered at the Land and Property Information office. Registration usually takes about a week and the certificate of title will be held by ING following registration.

Notices of sale

The Land and Property Information office will notify the council, the water authority and valuer general of the sale upon lodgement of the transfer for registration and in future, rate assessments and notice of valuation should be sent directly to you.

Settlement

The balance purchase money of \$344,477.62 was paid on settlement in accordance with the **attached** settlement adjustment sheet. The mortgagee paid \$237,031.47 and you paid \$109,487.15.

Details of the various rate adjustments are shown on the settlement adjustment sheet and it will be your responsibility to attend to the payment of the council rates from and the payment of the water rates from .

Costs

A copy of our Tax Invoice and Receipt invoice is **attached** which shows the amount paid by you for our costs and reimbursements.

AMC Lawyers

Insurance

Building insurance must be effected from the date of settlement and is normally effected as a requirement of the lender. However if you have not already done so, please attend to this immediately. You may also wish to arrange for a contents policy at the same time.

Please reply to:

Land tax

If you do not use your property as your residence then you should consider the land tax implications of this purchase as it will be your responsibility to file land tax returns, if required. If you need any advice about this please contact us.

Wills

Now that your conveyancing matter is complete, and if you haven't done so already, you may like to proceed with making wills, powers of attorney and appointment of guardians. If so please make an appointment.

Thank you for your instructions Karen & Graham.

Yours faithfully



Per: Lesa Newton
Craig Olsen
Solicitor

TRUST ACCOUNT AUTHORITY

To: **AMC Lawyers**
PO Box 515
EAST MAITLAND NSW 2323

Re: Cornwill - 12253

I hereby authorise my Solicitors **AMC Lawyers** to transfer the sum of \$109,499.15 in trust as follows:

1. \$109,487.00 for a bank cheque for purchase proceeds.
2. \$12.00 for a bank cheque fee.

Dated: January 2013

Signed:

For and on behalf of Cornwill Property

PAID

Our Ref: CO:LMN:0012253
Your Ref:

8 January 2013

Cornwill Property Investments 2 Pty Ltd
16 Baldwin Street
EMERALD QLD 4720

TAX INVOICE
Memorandum of Costs and Disbursements
Your Purchase from Prime Projects Construction Australia Pty Ltd
Property: Lot 14 1-13 Katsura Retreat, Greenvale Lakes

PROFESSIONAL FEES

Date	Description	Amount	GST
08/01/13	To our professional costs on acting on the purchase of your property	\$1,769.09	\$176.91
Total		\$1,769.09	\$176.91

DISBURSEMENTS

Date	Description	Amount	GST
20/12/12	Superfast Legal Agents (VIC): Settlement - (24/12/2012 - 12:30 PM - CBA)	\$38.19	\$3.81
20/12/12	Superfast Legal Agents (VIC): Final	\$8.19	\$0.81
Total		\$46.38	\$4.62

Amount	GST	Payments Received	BALANCE DUE
\$1,815.47	\$181.53	\$0.00	\$1,997.00

With compliments

Per: Lesa Newton
Craig Olsen
Solicitor
E. & O.E.

Cornwill Property Investments 2 Pty Ltd
16 Baldwin Street
EMERALD QLD 4720

OFFICE ACCOUNT RECEIPT

Date: Tue, 8 Jan 2013
Receipt #: 001778

Received From: Cornwill Property Investments 2 Pty Ltd, ACN 158 967 394
The Sum of One Thousand Nine Hundred Ninety Seven Dollars
\$1,997.00 Bank Cheque

Date	Invoice Details	Amount Applied
8/01/2013	Invoice No. 1776; Invoice; Cornwill Property Investments 2 Pty Ltd Matter No: 0012253, Purchase	\$1,997.00

Received By : Lesa Newton
On Behalf Of : AMC Lawyers

\$1,997.00
TOTAL RECEIPT

STATEMENT OF ADJUSTMENTS

Prime Projects Construction Australia Pty Ltd to Cornwill Property Investments 2 Pty Ltd
PROPERTY: Lot 14 / 1-13 Katsura Retreat, Greenvale Lakes
MATTER: 5208505

SETTLEMENT DATE: 24 December 2012
ADJUSTMENT DATE: 24 December 2012

	VENDOR	PURCHASER
COUNCIL RATES		
Paid for the period 1 July 2012 to 30 June 2013		
10.00/150.00 x \$4,250.20		
Proportion being 188/365		\$145.94
YARRA VALLEY WATER PARKS CHARGE		
Paid for the period 1 July 2012 to 30 June 2013		
10.00/150.00 x \$78.93		
Proportion being 188/365		\$2.71
YARRA VALLEY WATER - DRAINAGE		
Paid for the period 1 October 2012 to 31 December 2012		
10.00/150.00 x \$21.44		
Proportion being 7/92		\$0.11
LAND TAX 2012		
Paid for the period 1 January 2012 to 31 December 2012		
10.00/150.00 x \$4,495.00		
Proportion being 7/366		\$5.73
OWNERS CORPORATION INSURANCE		
Paid for the period 12 September 2012 to 31 July 2013		
10.00/150.00 x \$7,720.00		
Proportion being 219/323		\$348.95
DISCHARGE OF MORTGAGE		
Vendor allows \$105.00	\$105.00	
OWNERS CORPORATION FEES		
Unpaid for the period 1 December 2012 to 28 February 2013		
10.00/150.00 x \$426.00		
Proportion being 66/90	\$20.83	
REBATE TO PURCHASER		
Vendor allows \$15,000.00	\$15,000.00	
Total	\$15,125.83	\$503.45
Less Vendor's proportion		\$15,125.83
Vendor Pays Purchaser		\$14,622.38

Purchase Money	<u>\$399,000.00</u>
Less Deposit Paid	<u>\$39,900.00</u>
Balance of Purchase Money	<u>\$359,100.00</u>
Less Adjustments	<u>\$14,622.38</u>
Balance Due to Vendor	<u><u>\$344,477.62</u></u>

CHEQUES AT SETTLEMENT

1. Mills Oakley Lawyers	\$715.00
2. Owners Corporation PS 701913U	\$319.00
3. Commonwealth Bank of Australia	\$343,443.62
TOTAL	<u>\$344,477.62</u>

AMC Lawyers

Our Ref: CO:LMN:0012253

Your Ref:

20 December 2012

Please reply to:

Gadens Lawyers
Level 24, Bourke Place
600 Bourke Street
MELBOURNE VIC 3000

E-MAILED

HUNTER VALLEY
OFFICE

243 Newcastle Rd
East Maitland NSW 2323

Dear Sir/Madam

P.O. Box 515
East Maitland NSW 2323

**ING Bank Advance to Cornwill Property Investments 2 Pty Ltd
Security: Lot 14 1-13 Katsura Retreat, Greenvale Lakes**

Ph: 02 4934 3710
Fax: 02 4934 3712

We confirm that settlement of the above matter is scheduled to take place at 12.30 p.m. on 24 December 2012 at the offices of CBA 6/385 Bourke Street, Melbourne.

We hereby direct cheques to be made payable as follows:

- | | |
|--|--------------|
| 1. Bank Cheque in favour of AMC Lawyers for | \$1,997.00 |
| 2. Bank Cheque in favour of Mills Oakley Lawyers for | \$715.00 |
| 3. Bank Cheque in favour of Owners Corporation PS 701913U for | \$319.00 |
| 4. Bank Cheque in favour of Commonwealth Bank of Australia for | \$233,956.47 |
| 5. in favour of Allowance for cheque fees for | \$44.00 |

Total

\$237,031.47

Yours faithfully



Per: Lesa Newton
Craig Olsen
Solicitor

Cornwill Property Investments 2 Pty Ltd
 16 Baldwin Street
 EMERALD QLD 4720

TRUST ACCOUNT RECEIPT

RECEIPT	THE SUM OF	PAYMENT METHOD	DATED	ENTERED
000299	\$109,499.15 One Hundred Nine Thousand Four Hundred Ninety Nine Dollars And Fifteen Cents	Direct Deposit	20/12/12	20/12/12
Received From		TRUST ACCOUNT		
Cornwill Property Investments 2 Pty Ltd 16 Baldwin Street EMERALD QLD 4720		Bank: National Australia Bank Maitland Account Name: AMC Lawyers Law Practice Trust Account Account Number: 165240934 BSB Number: 082 691		

Matter & Client	Description	Amount
Matter no. 0012253, Cornwill Property Investments 2 Pty Ltd, ACN 158 967 394; Purchase	On account of purchase funds	\$109,499.15

Receipt Made Out By: Lesa Newton
 On Behalf Of AMC Lawyers

Our Ref: PDM:SLR:3213758
Contact: Sue Rae
Direct Line: +61 3 9617 8532
Direct E-Mail: srac@vic.gadens.com.au
Partner: Danny Moore



ABN 29 981 935 627

Level 24
Bourke Place
600 Bourke Street
Melbourne Vic 3000
Australia

GPO Box 781
Melbourne Vic 3001

DX 189 Melbourne

tel +61 3 9620 7311
fax +61 3 9620 7511

www.gadensnms.com.au

24 December 2012

Australian Financial Loan Management Pty Ltd
Gpo Box 2774Y
Melbourne 3000

Dear Sir/Madam

Lender: ING Bank (Australia) Ltd
Manager: Australian Financial Loan Management Pty Ltd
Borrower: Graham John Cornwill as trustee for The Cornwill
Family Superannuation Fund and Karen Lesley Cornwill
as trustee for The Cornwill Family Superannuation Fund
Property Trustee: Cornwill Property Investments 2 Pty Ltd ACN 158 967
Property: 394 as trustee for
Unit 14, 11 Katsura Retreat, Roxburgh Park VIC 3064

This loan settled on 24 December 2012.

The following has been deposited into your account:

◆ Australian Financial Mortgage Group \$330.00

We advise the loan was disbursed as follows:

◆ Gadens (costs and government charges)	\$20,197.47
◆ ING Settlement Fee	\$75.00
◆ Australian Financial Mortgage Group	\$330.00
◆ AMC Lawyers	\$1,997.00
◆ Mills Oakley Lawyers	\$715.00
◆ Owners Corporation PS701913U	\$319.00
◆ Commonwealth Bank of Australia	\$233,956.47
◆ Gadens NSW Fees	\$1,320.00
◆ Bank Cheque Fees	\$44.00
◆ Courier Fee	\$46.06

Total Loan Amount \$259,000.00

Yours faithfully


for GADENS LAWYERS

Your Ref:
 Our Ref: PDM:SLR:3213758
 Contact: Sue Rac
 Direct Line: +61 3 9617 8532
 Direct E-Mail: srae@vic.gadens.com.au
 Partner: Danny Moore

22 November 2012

ING Bank (Australia) Ltd
 140 Sussex Street
 SYDNEY NSW 2000

Tax Invoice ABN 29 9919 35627

Lender: ING Bank (Australia) Ltd
Manager: Australian Financial Loan Management Pty Ltd
Borrower: Graham John Cornwill and Karen Lesley Cornwill as trustee for The Cornwill Family Superannuation Fund
Property Trustee: Cornwill Property Investments 2 Pty Ltd ACN 158 967 394 as trustee
Property: Unit 14, 11 Katsura Retreat, Roxburgh Park VIC 3064

To our professional costs on document preparation \$ 400.00
 To our professional costs on Mortgage of Lease preparation \$ 100.00

Estimated Disbursements

Title Search Fees \$ 37.40
 Company Search Fees \$ 13.30
 Express Post Fees \$ 30.00
 Plus GST \$ 58.07

Estimated Government Charges

Stamp Duty on Transfer of Land (\$399,000.00) \$ 17,933.00
 Titles Office fee on Transfer of Land \$ 1,110.00
 Titles Office fee on Mortgage \$ 105.00
 Titles Office fee on Discharge of Mortgage \$ 105.00
 Titles Office fee on Registration of Caveat \$ 72.80
 Titles Office fee on Transfer of Lease \$ 127.90
 Titles Office fee on Registration of Mortgage of Lease \$ 105.00

Total

201974 \$ ~~21,274.47~~

This account is rendered and payable by the Borrower on the date of settlement of the Loan.

This is a notice of withdrawal of trust moneys.

Our ref
Operative
Bill number

32006420
Charlotte de Wynter
32006420

19 November 2012

Cornwill, GJ and KL
16 Baldwin Street
Emerald QLD 4720

Loan to Cornwill, GJ and KL

Tax Invoice

Our fee as agreed

\$1,200.00

GST
Total

\$1,200.00

\$120.00

\$1,320.00

Amount now due (incl GST)
(Total includes GST of \$120.00)

\$1,320.00



for GADENS LAWYERS SYDNEY

Please pay this account upon receipt

Please return the attached remittance slip with your payment



gadens
lawyers

Gadens Lawyers
Sydney Pty Limited
ABN 69 100 053 308

77 Castlereagh Street
Sydney NSW 2000
Australia

DX 364 Sydney

tel +61 2 9931 4999
fax +61 2 9931 4888

www.gadens.com.au



Authority to disclose information

Customers can set up and manage bank feeds via NAB Internet Banking. Alternatively, they can apply for bank feeds via this form.

To: National Australia Bank Ltd ABN 12 004 044 937

I/We on behalf of the business owner of the nominated bank account(s) ("Business") authorise National Australia Bank Ltd ("NAB") to disclose the historical transactional bank account data relating to the account(s) nominated below ("Data") by daily electronic file (or such other method as NAB agrees) to the Account Service Provider mentioned below.

Account Service Provider

ACN

Xero Australia Pty Ltd

1 | 2 | 4 | 2 | 1 | 5 | 2 | 4 | 7

Xero login email address

I/We understand that the Account Service Provider will then make the data available to my/our nominated advisors (as advised in writing) via a secure website.

NAB account name

NAB account number

BSB

Account number and BSB input fields

Start Stop

NAB account number

BSB

Account number and BSB input fields

Start Stop

NAB account number

BSB

Account number and BSB input fields

Start Stop

NAB credit card (First six digits and last four digits only)

Credit card number input field

Start Stop

NAB credit card (First six digits and last four digits only)

Credit card number input field

Start Stop

I/We on behalf of the Business understand and agree that:

You understand that NAB will pass account data (details and balances) to the Account Service Provider. The Account Service Provider has its own privacy policy and you should review this to see how they will use this information.

Neither the Account Service Provider nor NAB are each other's agent or involved in a joint venture or partnership and cannot be held liable for the acts, omissions, fraud or negligence of the other.

Should NAB commence fees for transferring the Data, NAB will provide you with notice of this before any fees are due to be charged.

NAB may, at its discretion, vary the terms and conditions under which it supplies information to the Account Service Provider (including discontinuing the supply) and will provide you with notice of any changes prior to the change taking effect.

Date

Date input field

Please sign below, ensuring your signature exactly matches the signature on your Driver's License or Passport

1. Authorised signatory signature

Authorised signatory name

Signature box with red X

Name input field

2. Authorised signatory signature

Authorised signatory name

Signature box with red X

Name input field

Please email the completed form to:

directlink@nab.com.au

