

3.2 Subject to the Purchaser's rights under the Sale of Land Act 1962, the Purchaser will not make any objection, requisition or claim nor rescind, terminate or delay settlement of this Contract because of anything contemplated by special condition 3.1.

4. Plan of Subdivision and Identity of Land

4.1 The Vendor may make any amendments and alterations to the Plan of Subdivision, which are necessary to obtain the certification or registration of the Plan of Subdivision or which the Vendor considers to be reasonably necessary.

4.2 The Vendor will notify the Purchaser of any amendment or alteration to the Plan of Subdivision in accordance with the Sale of Land Act 1962.

4.3 Subject to the Purchaser's rights under the Sale of Land Act 1962, the Purchaser will not make any objection, requisition or claim nor rescind, terminate or delay completion of this Contract because of:

- (a) any amendment or alteration to the Plan of Subdivision which does not materially and detrimentally affect the Purchaser; or
- (b) any alleged misdescription of the Land or deficiency in its area or measurements, or
- (c) any re-numbering of lots on the Plan of Subdivision; or
- (d) consolidation of lots on the Plan of Subdivision,

nor will the Purchaser call upon the Vendor to amend title or pay all or any part of the cost of doing so and condition 3 of Table A does not apply to this Contract.

4.4 For the purposes of special condition 4.3, the Purchaser agrees that an alteration to the Plan of Subdivision which results in a change to the area of the Property of 2% or less does not materially and detrimentally affect the Purchaser.

5. Location of Easements and Natural Surface Levels

5.1 The Purchaser agrees that section 10(1) of the Sale of Land Act 1962 will not apply in respect of the final location of any easements shown on the Plan of Subdivision.

5.2 For the purposes of section 9AB of the Sale of Land Act, the Purchaser acknowledges and agrees that:

- (a) the plan of existing surface levels included in the Vendor's Statement discloses the surface levels of the land in the Plan of Subdivision prior to commencement of construction;
- (b) to the Vendor's knowledge, in carrying out subdivisional works and constructing the Property and the other dwellings on the land in the Plan of Subdivision after the Day of Sale, the Builder will carry out works that will affect the natural surface level of the land in the Plan of Subdivision and those parts of the Land to be Developed that abut the land in the Plan of Subdivision in the manner set out in the engineering plans included in the Vendor's Statement.

5.3 In accordance with section 9AB of the Sale of Land Act 1962, the Vendor will disclose to the Purchaser details of any further works that may affect the natural surface level of the land in the Plan of Subdivision, as soon as practicable after those details come to the knowledge of the Vendor.

6. Construction by Builder

6.1 The Vendor warrants to the Purchaser that:

- (a) the Property is being or will be constructed by the Builder under a separate contract that is a Major Domestic Building Contract;
 - (b) the Property will be completed generally in accordance with the Building Plans and Specifications by the Settlement Date; and
 - (c) any defects and other faults in the construction of the Property (excluding minor shrinkage and settlement cracks) due to faulty materials or poor workmanship, of which the Purchaser has given the Vendor written notice within 12 weeks from the Settlement Date, will be repaired in a proper and workmanlike manner by the Builder at no cost to the Purchaser as soon as practicable after written notice is given.
- 6.2 The Purchaser agrees that the Building Plans and Specifications may be varied by the Builder from time to time in any manner the Builder (acting reasonably) considers necessary, including:
- (a) variations necessary to enable the proper construction of the Property;
 - (b) variations to enable the provision of services to the Property and other dwellings to be constructed on the land in the Plan of Subdivision; and
 - (c) by substituting any of the fixtures, fittings, finishes and appliances specified in the Building Plans and Specifications with fixtures, fittings, finishes or appliances of like quality.
- 6.3 The Vendor will notify the Purchaser within a reasonable time of any variation to the Building Plans and Specifications which, in the Vendor's reasonable opinion, materially and detrimentally affects the Purchaser.
- 6.4 The Purchaser may rescind this Contract by written notice to the Vendor within 21 days of notification under special condition 6.3.
- 6.5 If the Purchaser lawfully rescinds this Contract under special condition 6.4:
- (a) any money paid by the Purchaser on account of the Price will be refunded to the Purchaser together with any interest earned (less all proper bank and government charges, fees and taxes); and
 - (b) any Bank Guarantee or Deposit Bond accepted by the Vendor under special condition 14 will be returned to the Purchaser or the Bank Guarantor or the Deposit Bond Issuer (as the case may be) for cancellation; and
 - (c) the Purchaser will not be entitled to any compensation from the Vendor in respect of any losses, costs, fees or other expenses paid or incurred by the Purchaser in relation to this Contract.
- 7 Title to issue**
- 7.1 If, on the Settlement Date, the certificate of title for the Land:
- (a) (a) has not issued; or
 - (b) (b) is not available from the Land Registry;
- the Purchaser must accept an order to register the instrument of transfer of the Land endorsed on that instrument by the Vendor's Solicitor.
- 7.2 If, after the Settlement Date, the certificate of title for the Land issues from the Land Registry to the Vendor's Solicitor, the Vendor will arrange for the title to be delivered to the Purchaser's Solicitor or at its direction to another party.
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8 Value of Land

- 8.1 If, on the Day of Sale, the Property is still to be wholly or partially constructed, the Vendor and Purchaser agree:
- (a) that the estimated value of the Land and the improvements (if any) as at the date of this Contract is the amount set out opposite the item "**Estimated Land Component**" in the Particulars of Sale and that the Land and the improvements (if any) are sold to the Purchaser for that amount; and
 - (b) the amount set out opposite the item "**Estimated Construction Component**" in the Particulars of Sale, represents the estimated component of the Price which relates to the construction works in relation to the Property to be carried out after the Day of Sale.
- 8.2 The Purchaser acknowledges that:
- (a) the Estimated Construction Component may not be wholly deductible from the Price for the purpose of determining the amount of stamp duty payable on the transfer of the Property to the Purchaser under the Duties Act 2000;
 - (b) the GST component of the Price will be subject to ad valorem stamp duty; and
 - (c) the requirements of the State Revenue Office may change between the Day of Sale and Settlement Date.
- 8.3 The Purchaser will not make any objection, requisition or claim nor delay settlement because of the amount of stamp duty payable on the transfer of the Property to the Purchaser.

9 Adjustments

- 9.1 For the purposes of Clause 9 of Table A:
- (a) where separate assessments have not issued in relation to the Property, outgoing for which there are no separate assessments will be apportioned to the Property on the basis of the area of the land in the Plan of Subdivision as a proportion of the area of all of the land the subject of the assessment or on such other basis as the Vendor (acting reasonably) may nominate; and
 - (b) where land tax has been assessed but is not due at the Settlement Date, the Purchaser agrees that:
 - (i) the Vendor will not be obliged to pay the amount of the assessment until it is due; and
 - (ii) that the Purchaser will proceed with settlement notwithstanding that the land tax assessed has not been paid by the Vendor; and
 - (c) where land tax has been assessed and is due prior to the Settlement Date, the Purchaser will accept evidence of payment of an assessment which includes the Property, as proof of the Vendor having discharged its obligation to pay land tax for the Property.

10 Statutory Obligations and Notices

- 10.1 The Purchaser acknowledges that prior to execution of this Contract the Purchaser received a signed Vendor's Statement from the Vendor or the Vendor's Estate Agent.
- 10.2 Condition 15 of Table A (apart from the provision dealing with the Purchaser's right to inspect the Property in the 7 day period prior to Settlement, which provision is to be
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construed as being subject to the Vendor's right to set the time and date of the inspection) will not apply to this Contract and the Purchaser will only assume liability for compliance with any notices or orders relating to the Property (other than those referring to apportionable outgoings), which are made or issue after the Settlement Date.

11 Purchaser not to lodge caveat

- 11.1 The Purchaser must not lodge (nor have lodged on its behalf) nor allow any person claiming an interest through the Purchaser to lodge any caveat in relation to the Land, which will delay or prevent registration of the Plan of Subdivision.
- 11.2 If the Purchaser lodges (or allows to be lodged on the Purchaser's behalf) or a person claiming through the Purchaser lodges a caveat which delays or prevents registration of the Plan of Subdivision, the Purchaser must immediately on receipt of written notice from the Vendor or the Builder's Solicitor, have that caveat withdrawn at the Purchaser's cost.
- 11.3 The Purchaser agrees to indemnify the Vendor against all claims, damages, losses, liabilities or proceedings of any nature arising from breach of this special condition 11 by the Purchaser.

12 Foreign Purchaser

- 12.1 Where the provisions of the Foreign Acquisitions and Takeovers Act 1975 apply to the Purchaser or the purchase of the Land by the Purchaser, this Contract is conditional on:
- (a) the Treasurer of the Commonwealth of Australia approving the purchase of the Land by the Purchaser under this Contract (such approval to be free of any conditions or subject only to conditions acceptable to the Purchaser acting reasonably);
 - (b) the Treasurer of the Commonwealth of Australia becoming precluded from making an order in respect of the purchase of the Land by the Purchaser under the Foreign Acquisitions and Takeovers Act 1975; or
 - (c) the Treasurer of the Commonwealth of Australia notifying the Purchaser of there being no objection to the purchase of the Land by the Purchaser.
- 12.2 The Purchaser must use its best endeavours to ensure that the conditions referred to in special condition 12.1 are satisfied as soon as practicable after the Day of Sale.
- 12.3 The Purchaser must give the Vendor notice in writing immediately upon;
- (a) the satisfaction of any of the conditions of special condition 12.1; or
 - (b) the Purchaser becoming aware that any of the conditions referred to in special condition 12.1 are incapable of being or will not be satisfied.
- 12.4 If none of the conditions referred to in special condition 12.1 are satisfied within 55 days of the Day of Sale (or within such further period as the Vendor may allow), either the Vendor or the Purchaser (but, in the case of the Purchaser, only if it has complied with special condition 12.2) may rescind this Contract by written notice served on the other.
- 12.5 If this Contract is rescinded under special condition 12.4:
- (i) all money paid by the Purchaser on account of the Price will be refunded to the Purchaser together with any interest earned (less all proper bank and government charges, fees and taxes); and

- (ii) any Bank Guarantee or Deposit Bond accepted by the Vendor under special condition 14 will be returned to the Purchaser, or the Bank Guarantor or Deposit Bond Issuer (as the case may be) for cancellation; and
- (iii) the Purchaser will not be entitled to any compensation from the Vendor in respect of any losses, costs, fees or other expenses paid or incurred by the Purchaser in relation to this Contract.

13 **Deposit and Payment**

13.1 The Purchaser must either:

- (a) pay the Deposit (or part of it) by cheque to the Vendor's Solicitor in accordance with the Particulars of Sale; or
- (b) provide a Bank Guarantee or Deposit Bond in an amount equal to the Deposit or that part of the Deposit not paid by cheque in accordance with special condition 14.

13.2 In compliance with general condition 6.3, if the Deposit (or any part of it) is paid by cheque, the Vendor and the Purchaser authorise and direct the Vendor's Solicitor to invest the Deposit (or that part of it) in an interest bearing trust account with the Vendor's Solicitor's bank until the earliest to occur of:

- (a) settlement;
- (b) release of the Deposit to the Vendor under the provisions of section 27 of the Sale of Land Act 1962; or
- (c) termination or rescission of the Contract.

13.3 The Vendor and the Purchaser direct the Vendor's Solicitor to pay any interest earned on the money invested under special condition 13.2 (less all proper bank and government charges, fees and taxes) to:

- (a) the Vendor, if this Contract proceeds to settlement; or
- (b) the party entitled to the Deposit, if this Contract is lawfully terminated or rescinded prior to the Settlement Date.

13.4 Neither party will make any claim against the Vendor's Solicitors for any taxes deducted from the interest earned on the money invested under special condition 13.2.

14 **Bank Guarantee and Deposit Bond**

14.1 If the Vendor accepts a Bank Guarantee or Deposit Bond from the Purchaser in lieu of actual payment of the Deposit or any part of the Deposit, the Purchaser acknowledges that the delivery of the Bank Guarantee or Deposit Bond to the Vendor, the Vendor's Solicitor or the Builder's Solicitor within 10 Business Days of the Day of Sale will, to the extent of the amount guaranteed or undertaken to be paid under the Bank Guarantee or Deposit Bond, be treated as compliance with the Purchaser's obligations to pay the Deposit or part of the Deposit (as the case may be).

14.2 The Purchaser must pay the amount stipulated in the Bank Guarantee or Deposit Bond to the Vendor by unendorsed bank cheque on the Settlement Date or such other time as the Vendor is entitled to release of the Deposit under section 27 of the Sale of Land Act 1962. On payment of the amount stipulated in the Bank Guarantee or Deposit Bond, the Vendor will return the Bank Guarantee or Deposit Bond to the Purchaser or the Bank Guarantor or Deposit Bond Issuer (as the case may be) for cancellation.

- 14.3 If the Vendor rescinds or otherwise lawfully terminates this Contract, then to the extent that the amount has not already been paid to the Vendor by the Bank Guarantor or Deposit Bond Issuer, the Purchaser must immediately pay the Deposit (or so much of the Deposit as is unpaid) to the Vendor or the Vendor's Solicitor.
- 14.4 If:
- (a) the Vendor elects to accept a Bank Guarantee or Deposit Bond with an expiry date before the end of the Registration Period and Construction Period; or
 - (b) the Vendor extends either or both of the Registration Period or Construction Period under special condition 1.4 and the Bank Guarantee or Deposit Bond has an expiry date before the end of the new Registration Period or new Construction Period as a result,
- the Purchaser agrees:
- (c) within 21 days of a written request from the Vendor, the Vendor's Solicitor or the Builder's Solicitor, to arrange for a replacement Bank Guarantee or Deposit Bond with an expiry date coincident with the expiry of the Registration Period and Construction Period or new Registration Period and/or new Construction Period (as the case may be); and
 - (d) that, without limiting the Vendor's other remedies, if the Purchaser fails to comply with special condition 14.4(c), the Vendor may call upon the Bank Guarantee or terminate this Contract by written notice to the Purchaser and call upon the Deposit Bond.
- 15 **Requisitions**
- 15.1 The Purchaser will be deemed to have made the Requisitions and Objections on the Day of Sale. The Vendor will provide answers to the Requisitions and Objections after the Plan of Subdivision is registered. Conditions 1 and 2 of Table A do not apply to this Contract.
- 15.2 The Purchaser will not make any requisition or objection on or to the title other than those set out in the Requisitions and Objections and all requisitions or objections not included in the Requisitions and Objections are waived by the Purchaser and, subject to receipt of answers to the Requisitions and Objections, the Purchaser is deemed to have accepted title.
- 16 **Guarantee and Indemnity**
- 16.1 If the Purchaser is or includes a corporation, that is not listed on the Australian Stock Exchange:
- (a) where that corporation is not a wholly owned subsidiary of a corporation that is listed on the Australian Stock Exchange, the Purchaser must cause the Guarantee and Indemnity to be executed by all directors of the purchaser corporation on the Day of Sale or within such period after the Day of Sale as the Vendor may allow; or
 - (b) where that corporation is a wholly owned subsidiary of a corporation listed on the Australian Stock Exchange, the Purchaser must cause the Guarantee and Indemnity to be executed by the listed corporation on the Day of Sale or within such period after the Day of Sale as the Vendor may allow.
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- 16.2 If, in accordance with general condition 5, the Purchaser nominates a corporation as a substitute or additional purchaser and that corporation is not listed on the Australian Stock Exchange:
- (a) where the nominated corporation is not a wholly owned subsidiary of a corporation that is listed on the Australian Stock Exchange, the Purchaser must cause all directors of the nominated corporation to execute a guarantee and indemnity in substantially the same form as the Guarantee and Indemnity at the time the nomination is made; or
 - (b) where the nominated corporation is a wholly owned subsidiary of a corporation listed on the Australian Stock Exchange, the Purchaser must cause the listed corporation to execute a guarantee and indemnity in substantially the same form as the Guarantee and Indemnity at the time the nomination is made.
- 17 **Access for Construction and Post-settlement matters**
- 17.1 The Purchaser acknowledges and agrees that:
- (a) not all of the lots on the Plan of Subdivision may be sold before the Settlement Date and not all of the Land to be Developed will be sold before the Settlement Date;
 - (b) the Vendor will conduct marketing activities on the Land to be Developed involving, among other things, operating a display suite from and placing signs and other marketing material on parts of the Land to be Developed ("**Marketing Activities**") after the Settlement Date;
 - (c) there will be continuing surveying, engineering and construction works on the Land to be Developed after Settlement Date ("**Ongoing Works**") and the Builder may need access to the land in the Plan of Subdivision to carry out the Ongoing Works after the Settlement Date; and
 - (d) the Builder may be obliged to carry out rectification and repair works after the Settlement Date ("**Repair Works**") and may need access to the Property and the land in the Plan of Subdivision to carry out the Repair Works.
- 17.2 The Purchaser grants:
- (a) the Vendor (and its contractors) a right to access the land in the Plan of Subdivision to carry on the Marketing Activities;
 - (b) the Builder (and its contractors) a right to access the Property (but only where necessary) and the land in the Plan of Subdivision to carry out the Ongoing Works and the Repair Works.
- 17.3 If the Purchaser sells the Land while the Vendor remains owner or occupier of any part or parts of the Land to be Developed, the Purchaser must ensure that its successor in title enters into a deed with the Vendor, in a form satisfactory to the Vendor (acting reasonably):
- (a) conferring on the Vendor and the Builder the rights conferred on it by the Purchaser under special condition 17; and
 - (b) obliging the successor in title to satisfy the Purchaser's obligations under special condition 17.
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18 Restriction

If any Restriction is not registered as part of the Plan of Subdivision, the Purchaser will, at the request of the Vendor, enter into a covenant with the Vendor in the instrument of transfer of the Land to observe stipulations in the form of those contained in that Restriction:

- (a) to the intent that the burden of the covenant runs with and binds the Land and every part thereof; and
- (b) to the intent that the benefit of the covenant is annexed to and runs with each and every part of the land in the Plan of Subdivision (unless the original Restriction provided otherwise).

19 GST

19.1 The Price is inclusive of GST.

19.2 The Vendor and the Purchaser agree that the Vendor will use the margin scheme as referred to in Division 75 of the GST Law in calculating GST on the supply of the Property.

20 Assignment

20.1 The Vendor may assign, mortgage, encumber or transfer its right and interest in this Contract at any time.

21 Capacity

21.1 If the Purchaser:

- (a) being an individual:
 - (i) dies; or
 - (ii) becomes incapable of managing the Purchaser's affairs; or
- (b) being a company:
 - (iii) resolves to go into liquidation;
 - (iv) has an application for its winding up presented and not withdrawn within 30 days of its presentation;
 - (v) enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporations Act or any similar legislation; or
 - (vi) has a liquidator, provisional liquidator, receiver, receiver and manager or administrator appointed,

the Purchaser will be taken to have repudiated its obligations under this Contract and the Vendor may, without limiting in any way the Vendor's other rights or remedies, accept such repudiation and rescind this Contract at any time before settlement in which case the provisions of conditions 6 (3) (b) and 7 of Table A shall apply.

22 Representations, Warranties and Acknowledgements

22.1 This Contract contains the entire agreement between the parties as at the Day of Sale, notwithstanding any negotiations or discussions held or documents signed or brochures and plans produced prior to the Day of Sale.

22.2 The Purchaser acknowledges and agrees that:

- (a) in entering into this Contract, the Purchaser has not relied on any warranty or representation made by or any other conduct of the Vendor or any person on behalf of the Vendor, except as set out in this Contract or in legislation; and
- (b) the Purchaser is relying entirely upon its own enquiries with respect to:
 - (i) the fitness or suitability for any particular purpose of the Property;
 - (ii) the Purchaser's obligations and rights under this Contract;
 - (iii) any financial return the Purchaser may make from the Property.

23 Agent

23.1 The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the Property by or through the medium of:

- (a) a real estate agent; or
- (b) an employee of a real estate agent,
other than the Vendor's Estate Agent.

24 **Further Variations to General Conditions**

24.1 General conditions 1.2, 2.2, 2.3, 4, 6.2 and 13.2 do not apply to this Contract.

24.2 For the purposes of condition 13 of Table A:

- (a) and for no other purpose, the Builder's Solicitor will be the "legal practitioner" for the Vendor to the intent that demands, notices and documents given to or by the Vendor under this Contract will be given to or by the Builder's Solicitor; and
- (b) the term "legal practitioner" will include any conveyancing company or similar entity appointed to act on behalf of the Purchaser.

25 **Definitions and Interpretation**

25.1 In this Contract:

"**Architect**" means DKO Architecture (Aust) Pty Ltd ACN 088 895 014 or such other firm of architects as is nominated by the Vendor from time to time; and

"**Bank Guarantee**" means an unconditional and irrevocable guarantee or undertaking by an Australian trading bank to pay money to the Vendor:

- (a) without reference to the Purchaser;
- (b) with an expiry date (if any) coincident with the expiry of the Registration Period and Construction Period; and
- (c) in a form satisfactory to the Vendor and the Builder's financier,

and "**Bank Guarantor**" means the bank giving such guarantee or undertaking;

"**Builder**" means Kew Development Corporation Pty Ltd ACN 119 766 264;

"**Building Plans and Specifications**" means the building plans, floor plans and indicative specifications included in annexure "A" to this Contract, in general accordance with which the Builder will be required to build the Property, as varied from time to time under special condition 6.3;

"**Business Day**" means any day which is not a Saturday, Sunday or a proclaimed public

holiday in the State of Victoria;

"Construction Period" means the period expiring on # (or any later date set under special condition 1.4);

"Deposit Bond" means an unconditional and irrevocable undertaking by an insurance company satisfactory to the Vendor and the Builder's financier to pay money to the Vendor:

- (a) without reference to the Purchaser;
- (b) with an expiry date coincident with the expiry of the Registration Period and Construction Period; and
- (c) in a form satisfactory to the Vendor and the Builder's financier,

and **"Deposit Bond Issuer"** means the insurance company issuing a Deposit Bond;

"Guarantee and Indemnity" means the guarantee and indemnity annexed and marked "B";

"GST" means tax payable under the GST Law;

"GST Law" means the goods and services tax system which is Australian law under the "A New Tax System (Goods and Services Tax) Act 1999" and associated legislation or any amendment or replacement of that Act or legislation;

"Land to be Developed" means all of the land in certificate of title volume # folio #;

"Major Domestic Building Contract" means a major domestic building contract as defined in section 3 of the Domestic Building Contracts Act 1995;

"Plan of Subdivision" means plan of subdivision no. PS #, a copy of which is included in the Vendor's Statement and includes any amendments or alterations made to the plan, any Restriction noted on the plan, the Proposed Body Corporate Rules and the schedules of lot entitlement and liability;

"Registration Period" means the period expiring on # (or any later date set under special condition 1.4);

"Requisitions and Objections" means the requisitions on title published by the Law Institute of Victoria and current as at the Day of Sale, a copy of which are included in annexure "C";

"Restriction" means a restriction as defined in section 3 of the Subdivision Act 1988;

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

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

25.2 In this Contract, unless the context requires otherwise:

- (a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision;
 - (b) the singular includes the plural and vice versa;
 - (c) a person includes a corporation, partnership, joint venture, firm, association, authority or government;
 - (d) any gender includes all genders;
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- (e) a person includes the person's executors, administrators, successors, substitutes and permitted assigns;
 - (f) a reference to a condition, annexure or schedule is a reference to a condition, annexure or schedule of this Contract;
 - (g) the word "includes" in any form is not a word of limitation; and
 - (h) terms used in the Particulars of Sale have the meaning given them in the Particulars of Sale.
 - (i) a term defined within a special condition has the meaning given it in that special condition wherever it is used in this Contract; and
 - (j) a word or term defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) has the same meaning in this Contract where used in connection with the GST imposed under that Act.
- 25.3 In this Contract, headings are for convenience of reference only and do not affect interpretation.
- 25.4 No provision of this Contract, which is expressed as or is capable of surviving settlement, merges on or by virtue of settlement.
- 25.5 If a provision of this Contract is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, then the provision must be read down. If, despite being read down, a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, then those words must be severed. In any other case, the whole provision must be severed. If any event under this special condition occurs, then the remainder of this Contract continues in full force and effect.
- 25.6 Where a party to this Contract consists of more than one person, this Contract will bind all of those persons jointly and each of them severally.
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"A"

List of building plans, elevations, floor plans and indicative specifications attached.



Building Plans

Copies of plan nos. # prepared by the Architect are available for inspection at the offices of #



"B"

GUARANTEE AND INDEMNITY

of

and

of

(hereinafter called "the Guarantor") In **Consideration** of the Vendor having agreed at the Guarantor's request (as is hereby acknowledged) to enter into the Contract to which this Guarantee is annexed with the Purchaser **Hereby Guarantees** to the Vendor payment of the whole of the purchase money interest and other moneys due and payable under the Contract and the due observance and performance by the Purchaser of all covenants and provisions binding on the Purchaser thereunder or pursuant to any other agreement made between the Purchaser and the Vendor. To the extent (if any) that the Guarantee set forth above may be void or unenforceable in whole or in part by reason of the infancy or any other incapacity of the Purchaser or want of writing or other failure to comply with any law the Guarantor agrees to indemnify the Vendor in respect of any failure by the Purchaser to make any such payment as would otherwise have formed part of the moneys the subject of the Guarantee and in addition the Guarantor agrees to indemnify the Vendor in respect of any claim by the Purchaser to any refund to which the Purchaser may become entitled by virtue of all or any of the above described facts.

The Guarantor agrees and covenants that:

1. In this Guarantee unless the context otherwise requires:
 - 1.1 **"this Guarantee"** and **"the Guarantee"** shall mean this document of Guarantee and Indemnity and the guarantee and indemnity herein contained;
 - 1.2 **"Guarantor"** shall mean and include each or the person or persons or companies described above and their respective heirs, executors and administrators, successors and assigns;
 - 1.3 **"Insolvent Administration"** means the appointment of a controller or administrator (as those terms are defined in the Corporations Act), provisional liquidator or liquidator in respect of a corporation or the undertaking or any part thereof of a corporation;
 - 1.4 **"Purchaser"** shall mean the person or company being the Purchaser described in the Contract and that person or company's executors, administrators, successors and assigns;
 - 1.5 **"Vendor"** shall mean the person or company being the Vendor described in the Contract and that person or company's executors, administrators, successors and
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assigns;

- 1.5 **"Contract"** shall mean the Contract of Sale of Land to which this Guarantee is annexed.
 2. This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall be without prejudice to and shall not be affected nor shall the rights or remedies of the Vendor against any Guarantor be in any way prejudiced or affected by any of the following:
 - (a) any security negotiable or otherwise which may now or hereafter be held from any person in respect of the payment of any moneys or from the Purchaser of any other person in respect of any sum hereby guaranteed or indemnified;
 - (b) any release variation exchange renewal or modification made or any other dealing by the Vendor with any judgement speciality instrument negotiable or otherwise or other security whatsoever recovered held or enforceable by him in respect of all or any of the moneys hereby guaranteed and indemnified or any agreement at any time by the Vendor in the Vendor's discretion with respect to any of such matters;
 - (c) any time given to the Purchaser in connection with the payment of any moneys hereby guaranteed and indemnified or any other indulgence or variation or revision agreement granted to or composition compromise or arrangement made with the Purchaser or any other person whether with or without the consent of or notice to the Guarantor nor by the death bankruptcy or winding up of the Purchaser nor by the Vendor receiving any payment which it is not legally entitled to retain; and
 - (d) Any variation modification amendment or novation of the Contract or any substitution thereof.
 3. The Guarantor will waive any rights under the law of suretyship inconsistent with the terms hereof.
 4. The Vendor's acceptance hereof shall not preclude the Vendor from exercising the Vendor's rights in respect of any continuing recurring or future default by the Purchaser.
 5. In the event of a composition or arrangement by the Purchaser with the Purchaser's creditors or the Purchaser's bankruptcy or (if the Purchaser be a company) an order being made or resolution passed for its winding up or the Purchaser being placed under official management or an administrator being appointed with respect to the Purchaser until the Vendor has received one hundred cents in the dollar in respect of the moneys the subject of this Guarantee the Guarantor shall prove for any debt or liability due to the Guarantor by the Purchaser if and only if the Vendor so requires, and the Guarantor shall hand the fruits of any proof to the Vendor.
 6. The service of a demand shall not be a condition precedent to the enforcement of the Guarantor's liability hereunder.
-

7. No sum or sums of money received by the Vendor to the credit of the account of the Purchaser or the Guarantor which the Vendor may thereafter become liable to repay or for which the Vendor is or may thereafter become liable to account in any liquidation official management bankruptcy scheme of arrangement or similar administration to any liquidator official manager trustee in bankruptcy or other person (as a preference or otherwise) or which or for which the Vendor (in its discretion exercised in good faith) may so repay or so account shall be considered as received by the Vendor or discharge or diminish the Guarantor's liability and the Guarantor hereby jointly and severally agrees to indemnify the Vendor in respect of any such repayment or payments that the Vendor may make.

8. In the event that the liability of the Purchaser to pay all or any part of the moneys the subject of this Guarantee and Indemnity is released or deferred under any scheme of arrangement between the Purchaser and its creditors (or in any other way whatsoever) the Guarantor agrees to indemnify the Vendor against any failure by the Purchaser to pay all or any part of the moneys the subject of this Guarantee and Indemnity at the time or times that money should have been paid apart from such scheme of arrangement or other event or any release or deferral of the Purchaser's liability thereunder.

9. The Guarantor shall pay to the Vendor the Vendor's costs (including solicitor/own client legal costs and disbursements) of and incidental to the execution and enforcement of this Guarantee.

10. The within covenants by the Guarantor shall if consisting of more than one person or company be deemed to mean and include each Guarantor jointly and severally.

Dated the _____ day of _____ 20____

Signed Sealed and Delivered)
 by)
 in the presence of:)

.....
 Witness

Signed Sealed and Delivered)

by)
in the presence of:)

.....
Witness

Signed Sealed and Delivered)
by)
in the presence of:)

.....
Witness

"C"

Requisitions and Objections attached



AMENDMENT PROTOCOL

LOT SALE CONTRACT FOR KRS SITE

The following amendments may be made to the Lot Sale Contract by the Developer without obtaining the State's consent:

1. Completion of the particulars of sale and certain definitions with stage specific information, such as plan details, title details, address details, and details of encumbrances.
 2. Extension of the date for payment of the second instalment of the 10% deposit,, or changes to the amount and terms of payment of the deposit generally.
 3. Extension of the time allowed for payment of the balance of price.
 4. Inclusion of any stage specific conditions precedent to settlement in special condition 1 and consequential amendments.
 5. Special condition 2 – inclusion of stage specific matters to which land subject, including references to body corporate rules and lot entitlement and lot liability, where a body corporate is created by the stage plan.
 6. Special condition 4.3 – inclusion of further matters about which the purchaser cannot object.
 7. Special condition 4.4 – change to the percentage.
 8. Special condition 5.2 – inclusion of specific details of works affecting the natural surface level of the land and/or deletion of the reference to engineering plans.
 9. Special condition 6 – amendments to reflect changes in the Building Act 1993 or Domestic Building Contracts Act 1995 and to deal with any stage specific changes to building plans and specifications under special condition 6.2.
 10. Deletion of special condition 12 or amendment of the time period in special condition 12.4.
 11. Amendment of special condition 14 (and consequential amendments throughout the contract) to exclude the right for the purchaser to pay the deposit by way of bank guarantee and/or deposit bond. Amendments to the definitions of bank guarantee and/or deposit bond to include further parameters of acceptability (for example, requiring deposit bond issuer to have a certain Moody's rating).
 12. Special condition 15 – deletion of the special condition to enable the purchaser to issue requisitions other than the requisitions attached to the contract, or inclusion of answers to requisitions (which would be annexed to the contract).
 13. If requested by a purchaser, amendments to special condition 19 (and the particulars of sale) to make the price GST exclusive and the purchaser liable to pay GST on the price at settlement.
 14. The inclusion of a confidentiality clause.
-

15. Any changes necessary due to changes in legislation (including those mentioned at 9 above).
 16. Where necessary, specific conditions making the contract subject to agreements under section 173 of the Planning and Environment Act, section 143 of the Melbourne and Metropolitan Board of Works Act and to other agreements with adjoining land owners, council, supply authorities and companies and other competent authorities (including inclusion of definitions and annexing draft documentation to the contract).
 17. Completion of expiry dates for the registration and construction periods for each stage.
 18. Attachment of relevant annexures.
 19. Amendment of the provisions changing or deleting general conditions or conditions under Table A.
 20. Any other amendment of a minor nature provided that the amendment does not give the purchaser a right to rescind (that the purchaser did not otherwise have).
 21. Where **clause C2** applies, inclusion of a special condition (and various definitions) dealing with body corporate matters, including:
 - (a) conduct of the inaugural meeting and passage of body corporate rules; and
 - (b) controls on the purchaser's voting rights, supported by proxy rights and a power of attorney.
 22. Including a definition of "Building" and use of that term in special conditions 1.4, 3.1 and 5.2 (and wherever else relevant), where the relevant stage includes apartments.
 23. Deletion of all definitions and special conditions relating to the registration of the plan of subdivision and construction, where the Lot is sold after registration of the plan and construction of the property (and all consequential amendments).
 24. The inclusion of provisions dealing with optional finishes, fittings, floor plans and the like.
-

Schedule 16

Monthly Report



Kew

Residential Development
Princess Street, Kew

Monthly Report



Walker Corporation

Date: [Insert Date]

CIRCULATION:

- | | | |
|--|------------------|-------------------|
| <input type="checkbox"/> [Insert name] | [Insert company] | [Insert initials] |
| <input type="checkbox"/> [Insert name] | [Insert company] | [Insert initials] |
| <input type="checkbox"/> [Insert name] | [Insert company] | [Insert initials] |
| <input type="checkbox"/> [Insert name] | [Insert company] | [Insert initials] |
| <input type="checkbox"/> [Insert name] | [Insert company] | [Insert initials] |
| <input type="checkbox"/> [Insert name] | [Insert company] | [Insert initials] |
| <input type="checkbox"/> [Insert name] | [Insert company] | [Insert initials] |



1.0 Agreements & Approvals

1.1 Agreements

1.2 Approvals

2.0 Financial

2.1 Stage Feasibility

	Original Scope	Current Budget	This Report	Variance to Current Budget
Date Prepared	xx/xx	xx/xx	xx/xx	
Yield				
Houses	xxx	xxx	xxx	-
KRS Dwellings	xx	xx	xx	-
Total Yield	xxx	xxx	xxx	-
GROSS REVENUE	xxx,xxx	xxx,xxx	xxx,xxx	-
Less Land Cost	xx,xxx	xx,xxx	xx,xxx	-
Less GST	xx,xxx	xx,xxx	xx,xxx	-
NET REVENUE	xxx,xxx	xxx,xxx	xxx,xxx	-
GENERAL SCHEME COSTS				
Total General Scheme	xx,xxx	xx,xxx	xx,xxx	-
Committed to Date	x,xxx	x,xxx	x,xxx	-
Forecast to Complete	xx,xxx	xx,xxx	xx,xxx	-
CONSTRUCTION COSTS				
Total Construction	xxx,xxx	xxx,xxx	xxx,xxx	-
Committed to Date	xxx	xxx	xxx	-
Forecast to Complete	xxx,xxx	xxx,xxx	xxx,xxx	-
OTHER COSTS				
Total Other	xx,xxx	xx,xxx	xx,xxx	-
Committed to Date	x,xxx	x,xxx	x,xxx	-
Forecast to Complete	xx,xxx	xx,xxx	xx,xxx	-
Finance	xx,xxx	xx,xxx	xx,xxx	-
TOTAL COSTS	xxx,xxx	xxx,xxx	xxx,xxx	-
PROFIT	xx,xxx	xx,xxx	xx,xxx	-
Stage Return on Cost	xx.x%	xx.x%	xx.x%	-
Project Return on Cost	xx.x%	xx.x%	xx.x%	-
Project IRR	xx.x%	xx.x%	xx.x%	-

Note: All costs are exclusive of GST

2.2 Detailed Stage Expenditure

	Original Scope	Current Budget	This Report	Variance to Current Budget
Date Prepared	xx/xx	xx/xx	xx/xx	
CONSTRUCTION COSTS				
Total Civil	xxx,xxx	xxx,xxx	xxx,xxx	-
Committed to Date	xxx	xxx	xxx	-
Forecast to Complete	xxx,xxx	xxx,xxx	xxx,xxx	-
Total Landscaping	xxx,xxx	xxx,xxx	xxx,xxx	-
Committed to Date	xxx	xxx	xxx	-
Forecast to Complete	xxx,xxx	xxx,xxx	xxx,xxx	-
Total Housing / Apart.	xxx,xxx	xxx,xxx	xxx,xxx	-
Committed to Date	xxx	xxx	xxx	-
Forecast to Complete	xxx,xxx	xxx,xxx	xxx,xxx	-
OTHER COSTS				
Total Consultants	xxx,xxx	xxx,xxx	xxx,xxx	-
Committed to Date	xxx	xxx	xxx	-
Forecast to Complete	xxx,xxx	xxx,xxx	xxx,xxx	-
Total Salaries	xxx,xxx	xxx,xxx	xxx,xxx	-
Committed to Date	xxx	xxx	xxx	-
Forecast to Complete	xxx,xxx	xxx,xxx	xxx,xxx	-
Total Marketing & Sales	xxx,xxx	xxx,xxx	xxx,xxx	-
Committed to Date	xxx	xxx	xxx	-
Forecast to Complete	xxx,xxx	xxx,xxx	xxx,xxx	-

3.0	Design & Documentation
3.1	• Engineering
3.2	• Housing
3.3	• Landscaping
4.0	Construction
4.1	• OH&S
4.2	• IR
4.3	• QA
5.0	Programme
5.1	[Attach copy of detailed construction program]

5.2	Development Programme and Key Milestone Dates		
	[Insert item]	[Insert date]	
	[Insert item]	[Insert date]	
	[Insert item]	[Insert date]	
6.0	Marketing & Sales		
6.1	• Marketing strategy		
6.2	• Sales update		
7.0	Key Action Items		
7.1	Last Month		
	<u>Action</u>	<u>Resp.</u>	<u>Date</u>
	[Insert item]	[Insert initials]	[Insert date]
	[Insert item]	[Insert initials]	[Insert date]
	[Insert item]	[Insert initials]	[Insert date]
7.2	This Month		
	<u>Action</u>	<u>Resp.</u>	<u>Date</u>
	[Insert item]	[Insert initials]	[Insert date]
	[Insert item]	[Insert initials]	[Insert date]
	[Insert item]	[Insert initials]	[Insert date]

Schedule 17

Quality Assurance Plan

**KEW DEVELOPMENT
CORPORATION
Pty Ltd**

**Site Specific Quality Management Plan
For:
Housing Works**

KEW RESIDENTIAL SERVICES - HOUSES

**PRINCESS ST.
KEW**

AUGUST 2006

Site Specific Quality Management Plan

Site Name: KEW RESIDENTIAL SERVICES-HOUSING PROJECT

Postal Address: TBA

Phone: TBA Fax: TBA

Email Address: TBA

Building Manager: Mr. Edgar Elksnis

Mobile: 0417 565 005

Date Issued: 12th August 2006

Emergency Contact No: TBA

The Site Specific Quality Management Plan was reviewed and issued as a working document on:
12/08/06

Project Manager

Building Manager

REVIEW PERIOD:

This plan and its contents are to be reviewed annually, utilizing a process of Independent Audit.

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1.0 Introduction

1.1 Purpose

The purpose of the Site Specific Quality Management Plan (SSQMP) is to implement a consistent approach to the management of Quality related construction issues at a site based level..

1.2 Scope

The Site Specific Quality Management Plan covers the project inspection and delivery verification aspects of the activities of (KDC) its subcontractors and others who may be involved with or affected by activities carried out on the Kew Residential Redevelopment Project.

1.3 Quality Management Overview

(KDC) is committed to delivering a Quality Assured product to its clients and to gaining the assistance for its employees and others that are to work or visit the sites under (KDC)'s control. The development of this Site Specific Quality Management Plan will assist (KDC) in meeting its legal & quality assurance obligations to the client & to the State Government of Victoria.

The Site Specific Quality Management Plan includes a Project Specific Inspection & Test Plan (ITP) this is available to every subcontractor prior to their commencement on site.

It is the responsibility of the subcontractor to ensure that their employees or the employees of any contractor they engage understand and adhere to the Quality requirements and standard systems of work to be implemented on site.

The Site Specific Quality Management Plan equips Site Management with procedures and standard forms to be used to maintain a consistent approach to Quality on all sites.

The Site Specific Quality Management Plan is a 'live document' and will be reviewed at least annually or more frequently in response to:

- Legislative changes
- New or amended industry codes of practice
- New or amended Australian Standards
- Changes in site management structure and/or
- As required following internal or external audits

On completion of the project, the Site Specific Quality Management Plan is to be archived for easy retrieval for the period required by legislation or by (KDC).

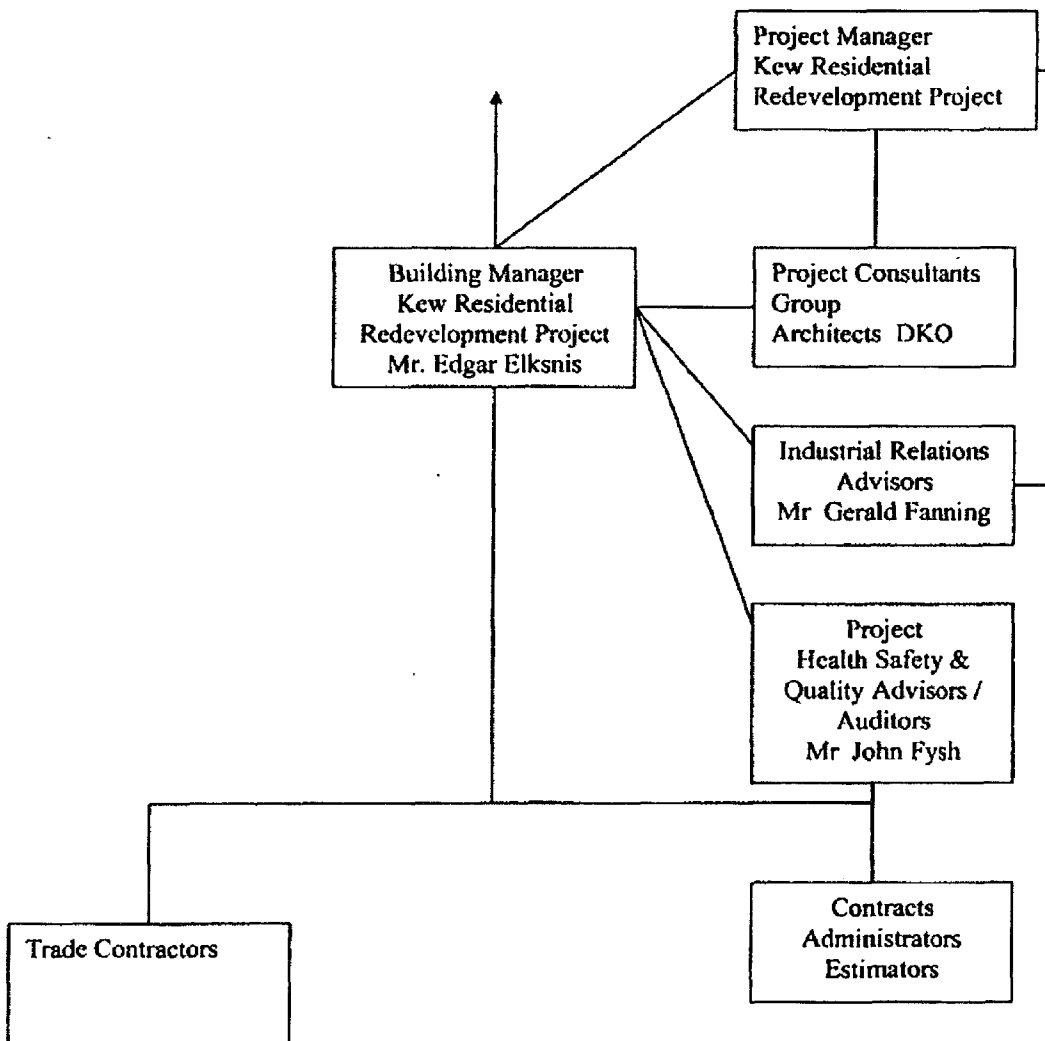
This plan is consistent with the requirements of AS/NZS9001-2000 Only those elements of the standard which apply to the project have been enunciated in the plan document

2.0 Organisational Chart

Objective

To identify the Site Team structure in relation to the on site management of Quality. Also to identify and clarify the lines of communication between various team members

Note: Make changes to the chart to suit project specific requirements.



3.0 Walker Corporation Pty Ltd Policies

The following documents are to be displayed on the site:

- 3.1 Quality Policy
- 3.2 Occupational Health & Safety Policy
- 3.3 Environmental Policy

KEW DEVELOPMENT CORPORATION Pty Ltd

3.1 Kew Development Corporations Pty Ltd Quality Management Policy

The Quality of our companies Development projects & our Construction activities ensures that we will continually enjoy the recognition that comes from delivering projects "on time on cost and on budget".

It is our stated intention that every project and every element of that project will be closely monitored to ensure that Quality is built in to the project rather than being inspected out of the finished product.

Kew Development Corporation requires that all its suppliers and Subcontractors play an active role in the ongoing management of Quality issues.

Kew Development Corporation is committed to ensuring that quality can and should be built into all projects, at each stage of the work, from Design to handover every person on the project is responsible for their management of quality.

Whilst Quality maybe measured in many ways, Kew Development Corporation seeks to meet their client's quality expectations by delivering projects that have been designed, developed & constructed with full consideration having been given to the issues of Quality, Safety and Environmental management.

Edgar Elksnis
Director – Kew Development Corporation

KEW DEVELOPMENT CORPORATION Pty Ltd

3.2 Kew Development Corporation Pty Ltd Occupational Health and Safety Policy

The health, safety and well being of the employees of Kew Development Corporation Pty Ltd (KDC), its contractors, and non-employees is of utmost importance to the company.

All levels of management shall regard occupational health and safety as their highest priority and be committed to providing a safe and healthy work environment in accordance with legislative requirements.

It is important that the health, safety and welfare of any person should not in any way be impaired or prejudiced as a result of works being carried out by (KDC).

KDC will take all reasonable steps to eliminate any risk which may affect those in workplaces under the control of (KDC). If the risk cannot be eliminated, safe systems of work will be implemented to control the risk.

KDC acknowledges its responsibility for the health, safety and welfare of all people who may be affected by its activities. To achieve this, the company requires the full cooperation and commitment of all its employees and contractors in maintaining a high level of workplace health, safety and accident prevention.

Edgar Elksnis
Director – Kew Development Corporation

KEW DEVELOPMENT CORPORATION Pty Ltd

3.3 Environmental Management Policy

Kew Development Corporation Pty Ltd recognises the importance of maintaining and enhancing the quality of the environment for the benefit of our customers, employees, shareholders and the community. Our commitment is to deliver our products and services in an environmentally responsible manner.

Specifically, the company is committed to:

- Complying with all relevant environmental legislation, regulations, codes of practice and contractual conditions,
- Preventing pollution of the environment by activities over which we have control,
- Conducting business with suppliers who also have a commitment to responsible environmental management, and
- Continually improving our environmental management performance by regular reviews and setting realistic environmental objectives and targets.
- Endeavouring to reuse or recycle all materials and equipment where possible
- Disposing of waste whether it be contaminated or not in the appropriate manner
- Protect the environment from any disposal of waste

To achieve our Policy goals we will plan and manage our activities in accordance with best practice environmental management principals.

Compliance with this Policy is mandatory for all employees and contractors and is a condition of employment and contract. Through training and education all employees and contractors will be assisted to meet the objectives of this Policy.

Edgar Elksnis
Director – Kew Development Corporation

4 Roles and Responsibilities

The following Roles and Responsibilities are applicable to the Site Management personnel managing this project.

Lines of Authority and communication between the various positions are depicted in the organisational chart in section 2.0 of this plan document.

4.1 BUILDING MANAGER

- Ensure that the Site Team completes and implements all aspects of the Site Specific Quality Management Plan.
- Allocate (KDC) site resources required to implement and monitor the site specific Quality Management Plan.
- Ensure the ongoing development of the Site Quality Plan.
- Nominate in management representative who will be responsible for the implementation and monitoring of the Quality Management System
- Ensure commitment from all staff, labour and subcontractors to safety on the Site.
- Ensure that both consultants & subcontractor responsibilities are fulfilled.
- Ensure that a formal Audit and review process of the system and its records is undertaken at least annually.
- Manage the processes of Customer focus and Customer complaint
- Participate in regular Management Reviews of the Quality Plan

4.2 SITE MANAGER

- Ensure that the Site Team implements all aspects of the site's Quality Plan
- Attend tender review meetings with prospective subcontractors
- Maintain Quality records as required by the KDC Management System.
- Identify issues where poor quality work practices are involved and ensure that these are rectified.
- Ensure that inspections are carried out by subcontractors and (KDC) supervisors on site.
- Consider employees qualifications, competency prior to assigning employees for tasks.
- Ensure that subcontractor Quality related responsibilities are fulfilled.

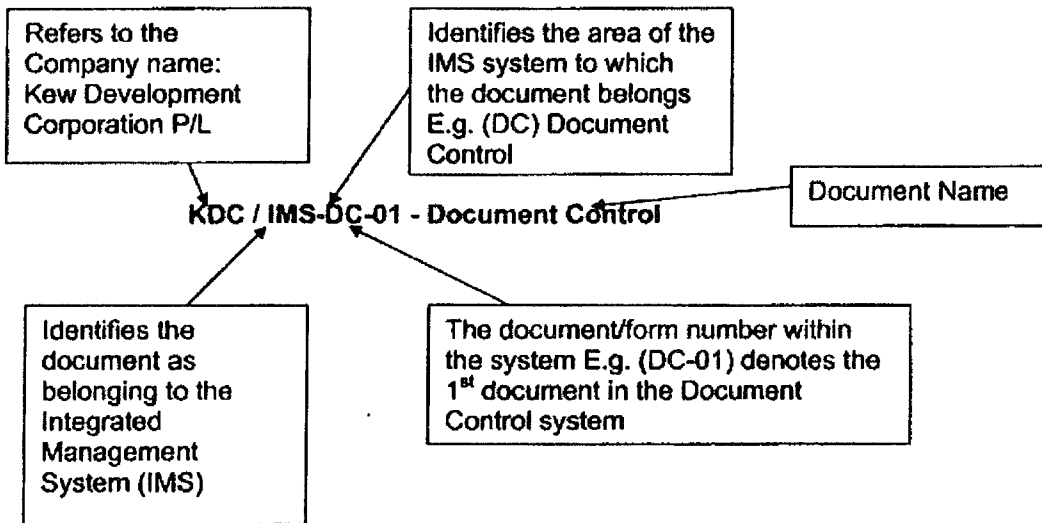
4 Document Control

A quality document or Quality Record is a document within the KDC integrated management system, which records or contains information about the product or services, safety or environmental management activity and which, in the opinion of the company's management demonstrates that the company has attained or achieved a level of service which meets the needs and expectation of our clients.

Quality Documents or Records are identified within the Integrated Management system by a Form Number which denotes the records name and purpose.

The following describes the numbering system which is applied to all forms and records identified as Quality documents within the Kew Development Corporation IMS system.

Example



Quality Records are filed, stored and archived in a manner which allows for their retrieval and the Document Control process enables the type and nature of the record to be identified by the form number which is attached to all such records.

5 Management Review

To ensure the continued effectiveness and applicability of the company's Integrated Management System, the KDC Quality Management Representative together with other Directors involved in the business will regularly review and discuss the status of the Integrated Management system and its implementation.

Issues which are considered by this review include:

- ✓ The results of any audits performed
- ✓ Design Development Activities
- ✓ Matching design input criteria with the delivered design Outputs
- ✓ Inspection & Testing Reported Non Conformity
- ✓ OH&S statistics (Injury Records etc)
- ✓ Customer / Client feedback
- ✓ Process reports including regulatory authority inspection results etc.
- ✓ Preventative or Corrective actions taken
- ✓ Results of earlier Management reviews

From the consideration and review given to all of this information will come decisions for:

- ✓ Improvements to the effectiveness of the system
- ✓ Corrective & Preventive Actions
- ✓ Improvement in service delivery related to customer requirements
- ✓ Change in resource needs

Records of all Management Reviews are to be retained as Quality Records and Management Review is conducted in accordance with the established Procedure.

7 Inspection & Testing

7.1 General

Inspection & Testing is confined on this project into (2) distinct activities.

The first is the use by contractors and Kew Development Corporation staff of a range of trade checklists which are designed to verify the quality of the construction process by each trade, and at various stages within each trade package E.g. Electrical Rough In and Electrical Fit Off

Each trade contractor is therefore required to inspect the completed works at each identified stage and certify the completeness of the works by the use of a trade checklist. These checklists are to be agreed for content with the Kew Development Corporations' Building Manager.

Individual checklists are required to be related to a particular section of the work or a particular dwelling or structure, checklists once filled out are to be supplied to the KDC Building Manager and the Inspection & Test Plan for that structure will also be initialled at that point by both the contractor and the KDC representative signifying that the works have been completed in accordance with the contract. Where necessary the acceptance will be conditional on further or later testing, where staged work is involved.

Hold Points & Witness Points in any ITP will indicate that the contractor **MUST** seek and obtain either an authority approval or KDC approval of work to proceed past that Hold Point in the ITP.

Any work which is undertaken without obtaining the necessary hold point release will be deemed to be at the contractor's own risk and may be required to be dismantled and reinstated without expense to the client.

Symbols for use in ITPS include:

✓ = Yes

X = No

0 = Not Applicable

A sample Trade ITP for Sewer works in ground is shown on the following page, page 22

KEW DEVELOPMENT CORPORATION Pty Ltd

Project Master Inspection & Test Plan

Project Name: Kew Cottages Residential Redevelopment (DHS) Department of Human Services Homes

Date: / / 2006

Project Stage:

Inspection & Test Plan No#

Issue Date: 03/08/06

Form: KD / IMS-Q452

--	--

Item	Description of Activity / Test Point	Hold / Witness	Specification Reference	Pass / Fail	KDC Initial	Comments & Test Results
1.0	INSPECTION CHECKS					
1.0	Design					
1.0	Pre-Construction Activities					
1.1	Asbestos Removal & Clearance	H				
1.2	Decommission Services					
1.3	Demolition					
1.4	Site Preparation					
1.5	Line & Level Survey					
2.0	Construction Phase					
2.1	Bulk Earthworks to building platform					
2.2	Site Set Survey					
2.3	In Ground Services	H				
2.4	Prepare Slab & Pour	H				
2.5	Wall Frames Erect					
2.6	Roof Trusses erect	H				
2.7	Install perimeter Scaffolding					
2.8	Install Windows					
2.9	Install Roofing					
2.10	Lay external Brick work					
2.11	Install external Render base foam					
2.12	Render exterior					
2.13	Rough in Plumbing					
2.14	Rough in Electrical					
2.15	Rough in Fire Services					

Item	Description of Activity / Test Point	Hold / Witness	Specification Reference	Pass / Fail		KDC Initial	Comments & Test Results
				✓	X		
2.16	Rough In Mechanical Services						
2.17	Internal wall & Ceiling Linings						
2.18	Joinery Items						
2.19	Tile Surfaces to walls						
2.20	Internal Carpentry Fix						
2.21	Tile Surfaces to floors						
2.22	Painting Internally						
2.23	Electrical Fit off internal						
2.24	Hydraulic Fit off						
2.25	Mechanical Fit off						
2.26	Appliances						
2.27	Fixtures						
2.28	Special Finishes						
2.29	Drapery & Blinds						
2.30	External Fix						
2.31	External Paint						
2.32	Pavements						
2.33	Landscape Works						
2.34	Clean up						
2.35	Handover						
1.0	Engineering & Architecture						
1.1	Civil Design						
1.2	Hydraulic Design						
1.3	Electrical Design						
1.4	Mechanical Design						
1.5	Fire Services						
1.6	Structural Design						
1.7	Architecture						
1.8	Building Surveyor						
1.9	MFB						
2.0	Heritage Victoria						
2.1	DHS						
2.2	KRS						

Site Specific Quality Management Plan

Kew Residential Redevelopment Project

Item	Description of Activity / Test Point	Hold / Witness	Specification Reference	Pass / Fail ✓ / X	KDC Initial	Comments & Test Results
1.0	Building Surveyor					
1.1	Piers					
1.2	Foundations (Pre pour)					
1.3	Steel					
1.4	Frame					
1.5	Truss Installation Form 6					
1.6	Pre Final					
1.7	Occupancy					
2.0	Trade Certifications					
2.1	Sub Soil Drains Sewer					
2.2	Termite Barriers					
2.3	Wall & Truss Designs					
2.4	Fire stop or Smoke Walls					
2.5	Vapour Barriers Wet areas					
2.6	Glazing					
2.7	Hydraulic					
2.8	Electrical					
2.9	Fire & Alarms systems					
3.0	Hydrants & Hose Reels					
3.1	Roof Plumbing					
3.2	Mechanical					
4.0	Warranties etc					
4.1	Hydraulic As Built Drawings					
4.2	Electrical As Built Drawings					
4.3	Fire Systems As Built Drawings					
4.4	Mechanical As Built Drawings					
4.5	O&M Manuals Essential Services					
4.6	Warranties					
4.7	O&N Manuals Appliances					

All works covered by this ITP have been installed, tested & are approved in accordance with the relevant Australian Standards and the Client's requirements for this project

Site Name: Kew Residential Redevelopment

.....
Signed for KDC

Location: _____

.....
Signed By Client



8 Control of Non Conformity

Where non conformity is identified within the inspection process at site, the process must be suspended in the area which is associated with the non conformity and an Non Conformance Report (NCR) is to be raised.

The Building Manager of KDC will decide on the disposition of all NCR's and where necessary to seek assistance in determining the disposition the KDC Building Manager may seek the input of other persons.

Once non conformity is identified it must not be released until clearance is received from the KDC Building Manager or the nominated responsible KDC representative.

Each contractor shall maintain a NCR register and shall provide copies of all NCR's to KDC for review and disposition rulings.

Non Conformance may occur within the Construction process, as a safety issue or an environmental matter all Non conformity will be treated in the same manner and by the same process.

Refer KDC form KDC / IMS-QA04 Non Conformance Report

KEW DEVELOPMENT CORPORATION Pty Ltd

Notice of Non-Conformity

NCR No #.....

Date:/...../.....

Project Name: Kew Residential Redevelopment Project

Part A

Reason for Non Conformance:

Signed By:
(Kew Developments Pty Ltd Representative)

Date:/...../.....

Part B

Corrective Action Request:

Part C

Agreed Disposition:

Signed:
(Kew Developments Pty Ltd Representative)

Date:/...../.....

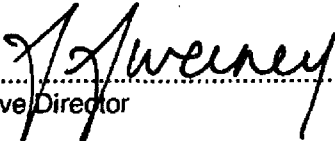
Signed in Acceptance:


Date:/...../.....

KDC/IMS-QA04

Executed as an agreement.

Signed by Sean Sweeney, Executive)
Director, Major Projects Victoria in his)
capacity as authorised delegate of The)
Secretary to the Department of)
Infrastructure for and on behalf of the)
Crown in right of the State of Victoria in)
the presence of:)


.....
Executive Director

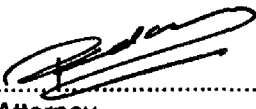

.....
Witness

Tania Orr
.....
Name of Witness (print)

Executed by Kew Development)
Corporation Pty Ltd by being signed)
by its duly appointed attorney)
Michael Andrew Randall pursuant to a)
power of attorney dated 26 October)
2006 in the presence of:)

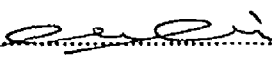

.....
Witness

LUKE MCKIE
.....
Name of Witness (print)



.....
Attorney

ANDREW
MICHAEL A. RANDALL
.....
Name of Attorney(print)

Executed by Walker Group Holdings)
Pty Ltd by being signed by its duly)
appointed attorney)
Michael Andrew Randall pursuant to a)
power of attorney dated 26 October)
2006 in the presence of:)


.....
Witness

LUKE MCKIE
.....
Name of Witness(print)


.....
Attorney

MICHAEL ANDREW RANDALL
.....
Name of Attorney (print)

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