

ANNEXURE A

**Indicative architect's impression, floor plan, and indicative specification
and inclusion schedule attached**

Indicative Architect's Impression and Floor Plans

Indicative Specification and Inclusion Schedules

MAIN DRIVE Kew

Standard Specification and Inclusion Schedule

This schedule lists the range of, and variation in; materials, appliances, general finishes, fixtures and fittings for housing in Stage 2. Their use, extent and location will vary from lot to lot throughout the stage as indicated on your marketing drawings and as specified in your selected colour scheme.

EXTERIOR FINISHES

Walls	-	Rendered Masonry/FC Sheeting – Selected Paint Finish
		Profiled Zinc Cladding (as nominated)
Roof	-	Colourbond Profiled Metal Roof Covering
Gutter & Downpipes	-	Colourbond Box Gutters
	-	Colourbond Downpipes and Rainwater Heads
Windows	-	Powdercoat Aluminium Framed Windows
	-	Clear and/or Obscure Glazing
Entry Door	-	Solid Core Timber Door with Enamel Paint Finish
Garage Door	-	Selected Powdercoated Aluminium Panel Lift Door
Entry Paving	-	Precast Coloured Concrete Feature Pavers
Driveway	-	Coloured Concrete to KDC's Specifications
Fencing	-	To Kew Development Corporation's Specifications
Letterbox	-	Rendered Masonry with Stainless Steel Fascia
Landscaping	-	To Kew Development Corporation's Specification

STAGE 2A

FIXTURES & FITTINGS

Kitchen	-	Benchtop	Reconstituted Stone
	-	Joinery doors and drawers	2 Pac – Polyurethane Finish
	-	Splashback	Colourback Glass
	-	Water point to fridge space	
Kitchen Appliances	-	Sink	Undermount Sink
	-	Tapware	Chrome Finish Mixer Tap with Pullout Spray
	-	Oven	Miele Electric Oven 90cm wide - Stainless Steel
	-	Cooktop	Miele Gas - Stainless Steel
	-	Rangehood	Miele - Stainless Steel
	-	Dishwasher	Miele Integrated
	-	Microwave	Miele - Stainless Steel
	-	Fridge	Miele Integrated
	-	Freezer	Miele Integrated
	-	Coffee Machine	Miele - Stainless Steel
Ensuite	-	Joinery Units	2 Pac Polyurethane Finish
	-	Vanity Finish	Selected Marble
	-	Shower Screen	Frameless Glass
	-	Toilet	Concealed Cistern - White Ceramic
	-	Shower Base	Selected Marble Tile
	-	Mirror	Square Polished Edge
	-	Exhaust Fan	Ceiling Mounted
	-	Vanity Mounted Basin	Custom Made Stone Composite
	-	Tapware	Roger Seller Chrome Finish Mixer Tap
	-	Towel Rail	Roger Seller Double Stainless Steel
	-	Toilet roll holder	Roger Seller Stainless Steel
	-	Robe Hook	Roger Seller Stainless Steel
	-	Shower Tray/ Shelf	Roger Seller Stainless Steel
	-	Soap Tray	Roger Seller Stainless Steel
Bathroom	-	Joinery Units	2 Pac - Pac Polyurethane
	-	Vanity Finish	Selected Marble
	-	Bath	Custom Made Stone Composite
	-	Shower Screen	Frameless Glass
	-	Toilet	Concealed Cistern - White Ceramic
	-	Mirror	Square Polished Edge
	-	Exhaust Fan	Ceiling Mounted
	-	Vanity Mounted Basin	Custom Made Stone Composite
	-	Tapware	Roger Seller Chrome Mixer Tap to Basin
			Roger Seller Chrome Finish Wall Mixer to Shower
			Roger Seller Chrome Finish Floor Mounted Faucet with Wall Mixer to Bath
	-	Towel Rail	Roger Seller Stainless Steel
	-	Toilet roll holder	Roger Seller Stainless Steel
	-	Robe Hook	Roger Seller Stainless Steel

	-	Shower Tray/ Shelf	Roger Seller Stainless Steel
Powder Room	-	Joinery Units	2 Pac – Polyurethane Finish
	-	Vanity Finish	Selected Marble
	-	Vanity Basin	Custom Made Stone Composite
	-	Toilet	Concealed Cistern - White Ceramic
	-	Toilet Roll Holder	Roger Seller Stainless Steel
Laundry	-	Joinery Units	Laminate
	-	Benchtop	Laminate
	-	Tapware	Single Bowl Stainless Steel Chrome Finish Trough Mixer Tap & Chrome Finish Washing Machine Taps
	-	Exhaust Fan	Ceiling Mounted
Bedroom Wardrobe	-	Wardrobe	2 Pac Polyurethane Finish and/or Mirrored Sliding Doors Fixed and Adjustable Melamine Shelving Melamine Drawers Chrome Single and Double Hanging Rails Stainless Steel Joinery Hardware
Linen Cupboards			Doors Painted to Match Wall Colour Fixed and Adjustable Melamine Shelving Stainless Steel Joinery Hardware

INTERIOR FINISHES

Floors	-	Engineered Timber flooring
	-	Carpets 80% Wool & 20% Nylon
Walls	-	Plasterboard with Paint Finish
Cornice	-	Ground Floor – Shadow Line to Perimeter
	-	Upper Floor – Square Set
Floor Tiling	-	Ceramic Tiles - 300 x 600mm or 400 x 400mm (Entry / Laundry)
	-	Marble Tiles – 300 x 600mm or 400 x 400mm (Ensuite / Bathroom / Powder Room)
Wall Tiling:	-	Ceramic Tiles - 300 x 600mm (Bathroom and Ensuite)
	-	Splashback in Laundry (Skirting and Splashback)
Doors and Woodwork		Semi Gloss Enamel Paint Finish to Flush Panel Doors and Skirtings
Thermal Insulation	-	Insulation Batts & Sarking to Roof Space.
	-	Insulation Batts to Exterior Walls
Woodwork	-	Painted MDF Skirting

EXTERIOR PAINTING

Down pipes / Gutters / Rain Heads	Colorbond
Exterior Timber	Full Gloss Acrylic
Front Doors	Full Gloss Enamel

INTERIOR PAINTING

Ceilings	Low Sheen Acrylic
Walls	Washable Acrylic
Living and Dining	Washable Acrylic
Kitchen	Washable Acrylic
Bathroom / Ensuite / Powder Room	Low Sheen Acrylic
Doors / Skirting / Architrave	Semi Gloss Enamel

STAGE 2A MAIN DRIVE KEW

GENERAL

Heating/Cooling	-	Reverse Cycle Heating & Cooling
Hot Water Service	-	Gas Hot Water Service
Clothes Line	-	Retractable Clothes Line
Door Bell / Intercom	-	Video Security Intercom
Door Hardware	-	Entry Door - Stainless Steel Handle
	-	Internal doors - Satin Chrome
TV / Telephone / Data Points	-	To Kew Development Corporations Specifications
Internal Light Fittings	-	Downlights
	-	Fluorescent Light Fittings to Garage
External Light Fittings	-	Wall Mounted Lighting to Rear Courtyard
	-	Downlight to Porch
Irrigation System	-	Landscape Irrigation System to Plants in Front Yard
Gas Point	-	Bayonet Gas Point to External Living Area
Rain Water Tank	-	2000 litre Colourbond Tank - Connected to Garden Tap
Stairs	-	Timber Treads with Glass Balustrade
Ducted Vacuum	-	Ducted Vacuum System
Alarm System	-	Alarm System
Fireplace	-	Gas Fire

"ANNEXURE B"

GUARANTEE AND INDEMNITY

(Name): _____

(Address): _____

and

(Name): _____

(Address): _____

(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 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

2009

SIGNED SEALED and DELIVERED by)
)
in the presence of)

Signature of witness

Name of witness (print)

SIGNED SEALED and DELIVERED by)
)
in the presence of)

Signature of witness

Name of witness (print)

SIGNED SEALED and DELIVERED by)
)
in the presence of)

Signature of witness

Name of witness (print)

"ANNEXURE C"
SURFACE LEVEL PLAN
(SC 6.2)

Schedule 4

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 2 and consequential amendments;
5. special condition 3 – inclusion of stage specific matters to which land is subject, including references to owner's corporation rules and lot entitlement and lot liability, where an owner's corporation is created by the stage plan;
6. special condition 5.3 – inclusion of further matters about which the purchaser cannot object;
7. special condition 5.4 – change to the percentage;
8. special condition 6.2 – 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 7 – 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 7.2;
10. deletion of special condition 14;
11. amendment of special condition 15 (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 16 – amendment to the warranties made by the vendor to reflect stage specific matters to which the land is subject;
13. if requested by a purchaser, amendments to special condition 20 (and the particulars of sale) to make the price GST exclusive and the purchaser liable to pay GST on the price at settlement;
14. 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 &



Metropolitan Board of Works Act and to other agreements with adjoining land owners, Council, supply authorities and companies and other competent authorities (including definitions and annexing draft documentation to the contract);

17. where necessary, specific conditions making the contract subject to the Memorandum of Common Provisions including inclusion of definitions and annexing draft Memorandum of Common Provisions to the contract;
18. completion of expiry dates for the registration and construction periods for each stage;
19. attachment of relevant annexures;
20. amendment of the provisions changing or deleting general conditions or conditions under Table A;
21. 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);
22. where clause C2 applies, inclusion of a special condition (and various definitions) dealing with owner's corporation matters, including:
 - (a) conduct of the inaugural meeting and passage of owner's corporation rules;
 - (b) controls on the purchaser's voting rights, supported by proxy rights and a power of attorney;
23. including the definition of 'Building' and use of that term in special conditions 4.1 and 6.2 (and wherever else relevant), where the relevant stage includes apartments;
24. deletion of all definitions and special conditions relating to the registration of the plan of subdivision and construction, where the Lot was sold after registration of the plan and construction of the property (and all consequential amendments);
25. the inclusion of provisions dealing with optional finishes, fittings, floor plans and the like.

Schedule 5

Recreation Centre Design

General comments:

- the buildings and facilities should all be accessible for people with a disability, including those using wheelchairs. This will be of benefit to ex-KRS residents, but also to other members of the community who have a disability, mobility issues or use prams etc.
- The buildings should also have disability accessible bathrooms/change rooms etc.

Pool/recreation facility:

- accessibility would be the key requirement for these facilities, including bathroom/change rooms

Consulting rooms

- based on experience in the design of other community health/allied health facilities, it is ideal to maximise the flexibility of these spaces. The recommended size for each consulting room is 16 sq metres. The rooms should include a basin - then they can be used for practitioners requiring this. The basin should be built in behind cupboards/doors that can be closed to conceal the basin. This way, the room can be converted to a "counselling" type room or used for other functions such as small meetings.
- it is recommended that a reception counter/space be included - this allows any providers to use a reception function to organise their work and appointment flows, greet service users, take enquiries etc.

Kiosk/Cafe

- disability access to this facility is critical, including accessible bathroom
- there is a strong expectation that the cafe serves a range of food that is affordable for people on limited incomes such as pensions.

Community facilities

- the community facility spaces should be flexible enough to cater for small or large groups participating in meetings or activities. At least one large meeting space should be provided, along with a range of medium to smaller rooms. It would be ideal if some of the smaller spaces could be opened up to form a larger space. As well as being used for community meeting facilities, these spaces should be appropriate for running classes and activities that respond to community need. The inclusion of some in built benches/sinks would therefore be useful.
- Consideration has previously been given to using some of the community spaces to display/exhibit items related to the history of the KRS site, art work etc. Therefore some areas that could be used for display/exhibition purposes would be useful. These would obviously then also be available for other community members for similar purposes.

Car Parking

- adequate car parking space will be important, including some disability accessible spaces. These should be of a size to enable small buses to park and assist people using wheelchairs to alight.

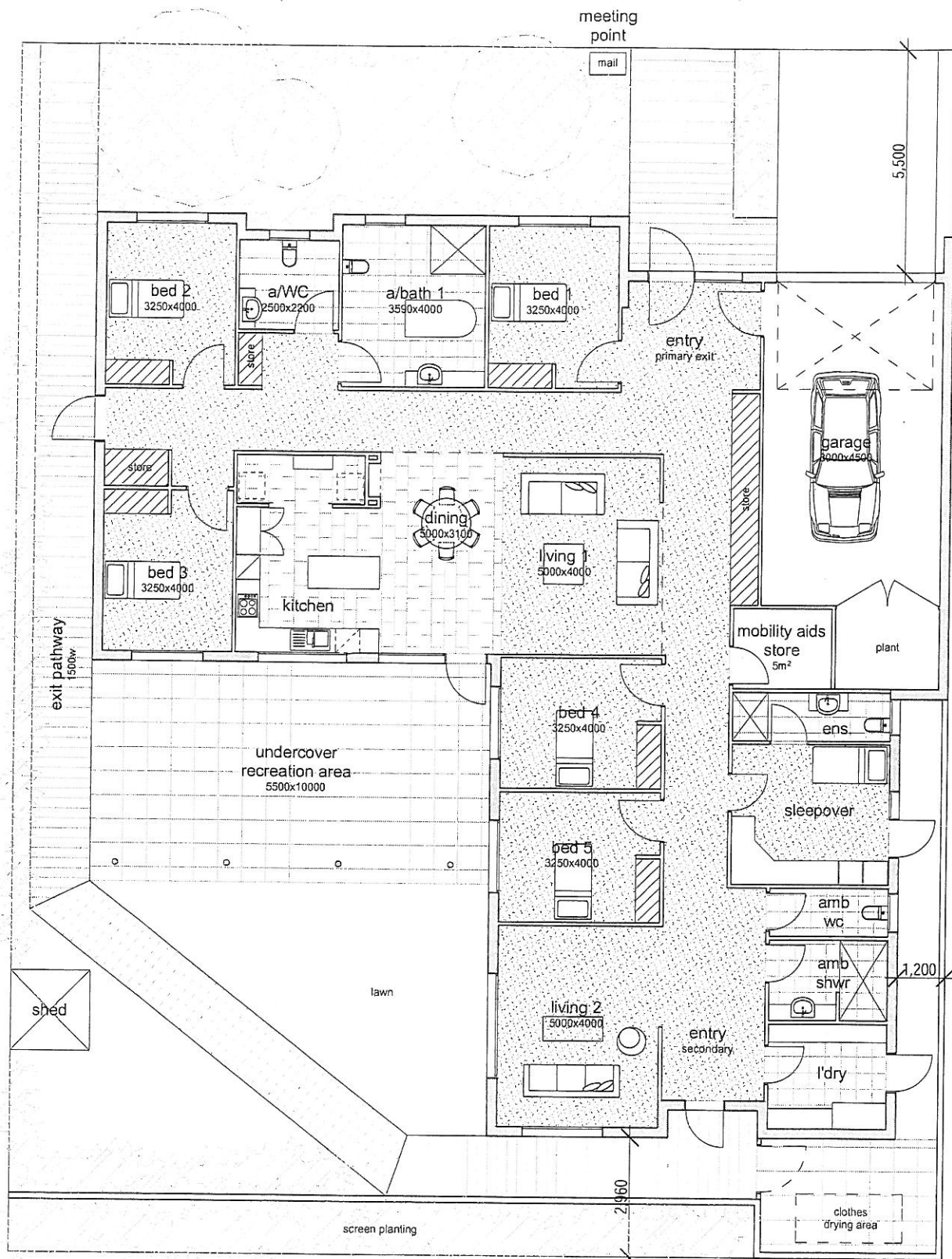
Hydrotherapy pool

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Schedule 6

Initial Stage 2 Community House Design



PARKLAND

Kew Stage 3a - KRS Housing
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