BAKER & McKENZIE

Contract of Sale for

Apartment Lot:

Car Park Lot:

Storage Lot:

248-254 City Road, Southbank, Victoria 3006

bella

APARTMENTS

Baker & McKenzie
ABN 32 266 778 912
Level 19
181 William Street
Melbourne VIC 3000
Australia
www.bakermckenzie.com

REIV

LAW INSTITUTE VICTORIA

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

Contract of Sale of Real Estate

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

Property address: 248-254 City Road, Southbank, Victoria 3006

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

The terms of this contract are contained in the –
- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –
- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing –
- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../...../20.....

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

.....

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

This offer will lapse unless accepted within 21 clear business days

SIGNED BY THE VENDOR: .....

..... on ...../...../20.....

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

.....

State nature of authority, if applicable: As attorney pursuant to Power of Attorney dated 12 June 2014

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

EXCEPTIONS: the 3-day cooling-off period does not apply if:
- you bought the property at or within 3 clear business days before or after a publicly advertised auction;
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

Particulars of sale

Vendor's estate agent

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

Vendor

Name: SPG 248 City Road Landowner Pty Ltd

Address: 245 City Road, Southbank, Victoria, 3006

ABN/ACN: 167 207 436

Vendor's legal practitioner or conveyancer

Name: Baker & McKenzie

Address: Level 19 CBW, 181 William Street, Melbourne Victoria 3000

Email: rachel.brownlee@bakermckenzie.com

Tel: + 61 3 9617 4200 Fax: + 61 3 9614 2103 Ref: Simone Campbell / Rachel Brownlee

Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

The Purchaser warrants that:

- ☐ the Purchaser IS NOT a foreign person (nor a company with more than 15% foreign ownership) within the meaning of the FIRB Act;
- ☐ the Purchaser IS a foreign person (or a company with more than 15% foreign ownership) within the meaning of the FIRB Act.

Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Fax: ..... DX: ..... Ref: .....

Property

The property known as Lot(s):

Apartment Lot No: .....

Carpark Lot No: .....

Storage Lot No: .....

on the proposed and unregistered Plan and being part of the Land. A copy of the Plan is included in the Vendor's Statement.

Land (general conditions 3 and 9)

The Land is described in the table below -

Certificate of Title reference		being lot	on plan
Volume 5383	Folio 462	Crown Allotment 8	TP 272439V
Volume 9316	Folio 501	Crown Allotment 9	TP 282077X

Property Address

The address of the land is 248-254 City Road, Southbank, Victoria, 3006

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

The Goods, fittings and finishes described in Annexure 5.

Payment (general condition 11)

Price	Apartment:	$ .....
	Carpark:	$ .....
	Storage:	$ .....
	Options:	$ .....
	TOTAL	$ .....
Deposit	$	being 10% of the Price payable on the Day of Sale (of which $ ..... has been paid)
Residue	$	payable at settlement

GST (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words **'farming business'** or **'going concern'** in this box

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

Settlement (general condition 10)

Settlement is due on the later of:

- 14 days after written notice of registration of the Plan by the Registrar is given to the Purchaser, the Purchaser's Legal Practitioner or Conveyancer; and
- 14 days after written notice of the issue of an Occupancy Permit is given to the Purchaser, the Purchaser's Legal Practitioner or Conveyancer.

At settlement the Purchaser is entitled to vacant possession of the Property.

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words **'terms contract'** in this box and refer to general condition 23 and add any further provisions by way of special conditions.

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

special conditions

OPTIONS

Colour Scheme

Please tick the box to select a Dark or Light colour scheme for the Property:

Dark ☐ **Light** ☐

Further Options (Note: additional cost to Purchaser)

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General Conditions

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

Title

1. ENCUMBRANCES

1.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations in the crown grant; and

(c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act* 1980.

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.

2.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

3.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and

(b) keep the date of birth of the vendor secure and confidential.

7.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to

reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9.4 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. PAYMENT

11.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

(a) in cash; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act* 1959 (Cth) is in force.

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

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

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

(a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

14. LOAN

14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

15. ADJUSTMENTS

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. SERVICE

17.1 Any document sent by—

(a) post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act* 2000.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

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

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

24.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

26. INTEREST

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act* 1983 is

payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. DEFAULT NOTICE

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

27.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

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

28.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

Special Conditions table of contents

Special Conditions

1. Definitions and interpretation

1.1 In this contract, unless the context otherwise requires, the following expressions have the designated meanings.

Accrued Interest means all interest accrued on investment of the Deposit less all federal and state taxes, duties, statutory or bank charges payable in respect of that investment.

Act means the *Subdivision Act 1988 (Vic)*.

ASIC means the Australian Securities and Investments Commission.

Australian Consumer Law has the meaning given in the *Competition and Consumer Act 2010 (Cth)*.

Authority means any government or any public, statutory, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

Bank means an Australian bank authorised under section 9 of the *Banking Act 1959 (Cth)* and being any one of Commonwealth Bank of Australia, Westpac Banking Corporation, ANZ Banking Group Limited, Macquarie Bank Limited, National Australia Bank Limited or any Australian Bank which the Vendor's Legal Practitioner (as stakeholder) deposits the Deposit with.

Bank Guarantee means a guarantee or undertaking by a Bank which:

(a) is unconditional and irrevocable;

(b) has no expiry date or has an expiry date which is not less than 48 months after the Day of Sale;

(c) is in favour of the Vendor or, if required by the Vendor either prior to or after provision of the guarantee or undertaking, in favour of the Vendor's Legal Practitioner;

(d) secures the payment of 10% of the Price (or any part thereof which has not been paid);

(e) entitles the Vendor's Legal Practitioner to call on the guarantee or undertaking in accordance with the SLA and this contract; and

(f) is in a form satisfactory to the Vendor.

The Bank Guarantee is not to be deemed to be a Deposit for the purposes of this contract.

Balcony Licence Lot includes, but are not limited to, Lots 407, 408, 807 and 808 which will be subject to the Balcony Access Licence set out in special condition 57.

Builder means a builder who is registered as a builder under the *Building Act 1993 (Vic)* appointed to carry out the Works.

Building means the building and improvements erected on the Land.

Building Contract means a Major Domestic Building Contract between the Vendor (or an entity nominated by the Vendor) and the Builder to engage the Builder to complete part or all of the Works.

Business Day means a day that is not a Saturday, Sunday, a public holiday or bank holiday in Melbourne.

Car Park Lots means a Lot designated or intended to be used for parking of motor vehicles being a Lot on the Plan.

Claim means any claim, action, proceeding, judgment, damage, loss, cost, expense or liability however incurred or suffered or brought or made or recovered against any person however arising (whether or not presently ascertained, immediate, future or contingent or in the nature of incidental, special, exemplary or consequential damages) including, but not limited to loss of profits or revenue, interference with business operations or loss of tenants, lenders, investors or buyers or inability to use the Property.

Colour Scheme means either a dark or light colour scheme for the Property required for the Works.

Common Property means the common property created by registration of the Plan.

Contaminant means a solid, liquid, gas, odour or substance or property of any substance which makes or may make the Land unsafe, unfit or harmful for habitation or occupation by any person or cause damage to the Land or which is or may be harmful to the Environment or which is such that it does not satisfy the contamination criteria or standards published or adopted by the relevant environmental Authority and **Contamination** has the same meaning.

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

Council means the City of Melbourne.

DBCA means the *Domestic Building Contracts Act 1995 (Vic).*

Default Interest means interest on the balance outstanding at the rate of 4% above the rate prescribed by the *Penalty Interest Rates Act 1983 (Vic).*

Defect Rectification Period means the period of 3 months after the Settlement Date.

Deposit Bond means an undertaking which:

(a) is unconditional and irrevocable;

(b) has, in the sole opinion of the Vendor, been issued by a reputable Australian insurer;

(c) requires the payment of money to the Vendor on demand and without reference to the Purchaser;

(d) has no expiry date or has an expiry date which is not less than 48 months after the Day of Sale;

(e) is in favour of the Vendor or, if required by the Vendor either prior to or after the provision of the guarantee or undertaking, in favour of the Vendor's Legal Practitioner;

(f) secures the payment of 10% of the Price (or any part thereof which has not been paid);

(g) entitles the Vendor's Legal Practitioner to call on the undertaking in accordance with the SLA and this contract; and

(h) is in a form satisfactory to the Vendor.

The Deposit Bond is not to be deemed to be a Deposit for the purposes of this contract.

Drawings and Specifications means the architectural drawings and specifications for the Property, a copy of the proposed Drawings and Specifications is included in Annexure 4.

Duties Act means *Duties Act 2000 (Vic)*.

Environment includes the air, water, ground water, sub strata and the ground.

Environmental Law means a law regulating the Environment, including, without limitation, to the extent applicable, any law about the use of land, planning, heritage, pollution of air or water, noise, soil or ground water contamination or pollution, chemicals, use of dangerous goods, asbestos, building regulation, public and occupational health and safety, fire and safety, or the enforcement or administration of those laws whether that law arises under statute or the common law or under any permit, notice, decree, order or directive of any Authority or otherwise.

Estimated Construction Cost means the amount referred to in Annexure 2.

Estimated Land Value means the amount referred to in Annexure 2.

Existing Section 173 Agreement means the Section 173 Agreement dated 4 October 2010 registered on the titles to the Land in Dealing No. AH547377R.

FIRB means the Foreign Investment Review Board or the Treasurer of the Australian Government or any other persons administering any of the provisions of the FIRB Act.

FIRB Act means the *Foreign Acquisition and Takeovers Act 1975 (Cth)*.

FIRB Approval means advance pre-approval under the FIRB Act to sell the Property to foreign persons.

Goods means the goods, fixtures and fittings described in Annexure 5.

Guarantee means the guarantee and indemnity included in Annexure 1.

Guarantor means the person or persons executing the Guarantee.

Home has the meaning given by section 3 of the DBCA.

Income Tax Assessment Act means the *Income Tax Assessment Act 1997 (Vic)*.

Land means the land in Certificates of Title Volume 5383 Folio 462 and Volume 9316 Folio 501 and does not necessarily have the same meaning as "land" in the General conditions.

Lot means the lot or lots on the Plan.

Major Domestic Building Contract has the same meaning as in the DBCA.

Model Rules means the model rules for Owners Corporation contained in Schedule 2 of the Regulations.

Occupancy Permit means a permit issued under section 39 of the *Building Act 1993 (Vic)* or any other permit or certificate allowing occupation of the Property by the Purchaser.

Outgoings means all rates, taxes, levies and all other outgoings for the Property together with the contributions (if any) demanded, paid or payable to the Owners Corporation and the amounts paid by the Vendor on behalf of the Owners Corporation which include any insurance premiums.

Owners Corporation means the owners corporation incorporated as required by the Act when the Plan is registered.

Owners Corporation Act means the *Owners Corporations Act 2006 (Vic).*

Owners Corporation Rules means the proposed Owners Corporation rules included in Annexure 3, as may be amended from time to time by the Vendor or the Owners Corporation.

Particulars of Sale means the particulars of sale attached to this contract.

Personal Information means all personal information (as defined in the Privacy Act) including all details relating to the Purchaser set out in the this contract and otherwise collected by the Vendor (or the Vendor's Agent) whether prior to or after the Day of Sale.

Plan means the proposed and unregistered Plan No. PS630696T which is included in the Vendor's Statement.

Planning Permit means Permit No. TP-2009 724 issued by City of Melbourne on 7 July, 2010 and includes any amendments.

Planning Scheme means the Melbourne Planning Scheme.

PPSA means the *Personal Property Securities Act 2009 (Cth).*

Prime Lots means a Lot on the Plan other then a Car Park Lot or a Storage Lot and includes a Residential Lot.

Privacy Act means the *Privacy Act 1988 (Vic).*

Property means part of the Land and the Goods.

Protrusions means any area used by any part of a balcony, eave, terrace, basement or other protrusion from the Building.

Registrar means the Registrar of Titles appointed under the *Transfer of Land Act 1958 (Vic)* and includes any Deputy Registrar of Titles and any Assistant Registrar of Titles.

Regulations means the *Owners Corporation Regulations 2007 (Vic).*

SRO means the State Revenue Office of Victoria.

Register means the Personal Property Securities Register as defined in the PPSA.

Residential Lots means a lot designed or intended to be used as a residence being a Lot on the Plan.

Schematic Section Plan means the plan included in Annexure 6.

Section 173 Agreement means any agreement under section 173 of the *Planning and Environment Act 1987 (Vic)* executed by the Vendor before or after this contract is executed.

Settlement Date means the settlement date described in the Particulars of Sale.

SLA means the *Sale of Land Act 1962 (Vic).*

Storage Lot means a lot designated or intended to be used for storage purposes being a Lot on the Plan.

Vendor's Statement means the statement prepared in accordance with Section 32 of the SLA and annexed to this contract.

Works means the work to be done by the Builder described in the Drawings and Specifications.

Other definitions are included in the Particulars of Sale but if there is any inconsistency between these definitions and the definitions in the Particulars of Sale, these definitions take priority.

1.2 In this contract unless the context requires another meaning:

(a) the singular includes the plural and vice versa;

(b) reference to a gender includes all genders;

(c) headings are for guidance only and are to be ignored in interpreting the contract;

(d) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally and an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;

(e) the word person includes a firm, a body corporate, an unincorporated association or an Authority;

(f) the terms of this contract capable of having effect after the Settlement Date do not merge on transfer of the Property and continue to have full effect;

(g) references to any law are references to that law as amended, consolidated, supplemented or replaced and includes reference to all regulations, ordinances, by laws and instruments made under it;

(h) a reference to a party to a document includes that party's successor and permitted assigns; and

(i) this contract cannot be interpreted against a party only because that party was responsible for preparing it.

2. Amendments to General Conditions

2.1 General conditions 5, 6, 8, 11.1, 11.2(b), 12, 15.2(b), 19, 20, 22, 24.4, 24.5, 24.6 and 26 are deleted.

3. Identity of the Property

3.1 The Purchaser acknowledges that the Property is identical with the Lot bearing the same number on the Plan when registered and if the Property is not identical then, subject to special condition 3.2, the Purchaser waives the Purchaser's entitlement to seek compensation for that variation.

3.2 The Purchaser cannot make any requisition, objection, Claim, claim for compensation, delay settlement or delay payment of or refuse to pay the Residue, rescind or terminate this contract, or require the Vendor to amend title or to pay the costs of doing so for:

(a) any alleged misdescription on the Plan;

(b) any amendment to the lot liability or entitlement specified on the Plan;

(c) a misdescription of the Property or deficiency in its area , measurements, boundaries occupation, title or otherwise;

(d) any amendment of the street number, street name, locality, precinct or suburb of the Property from that set out in the Particulars of Sale or any promotional or marketing material, brochures, display suite or model;

(e) a failure of the Property to comply with any law;

(f) a deficiency in the area of the Property as referred to in the Drawings and Specifications when compared to the Property following completion of the Works; or

(g) the Plan as registered not according with the proposed Plan for any of the following reasons:

(i) any minor variation or discrepancy between the Lot sold by this contract and the corresponding Lot shown on the Plan when registered which does not materially affect the Purchaser;

(ii) any minor variation or discrepancy between the number, size or location of any Lot or the Common Property shown on the Plan when registered, which does not materially affect the Purchaser;

(iii) any variation to the construction or design of the Building or the Property (including a variation to the Drawings and Specifications) as long as the variation does not materially affect the Property;

(iv) any minor alteration made before registration of the Plan to the lot entitlement and lot liability or to either of them for any Lot which does not materially affect the Purchaser; or

(v) any minor alteration to the description, numbering or location of Common Property on the Plan.

4. Receipt of Vendor's Statement

4.1 The Purchaser acknowledges having received a signed Vendor's Statement before paying any money under this contract or signing this contract.

5. No Representations

5.1 The Purchaser acknowledges that:

(a) the Vendor's Agent has acted as sole agent for the Vendor;

(b) no information, representation or warranty of the Vendor or the Vendor's Agent was made with the intention or knowledge that it would be relied on and no such information, representation or warranty has been relied upon;

(c) it has relied on its own enquiries with respect to the Property;

(d) it has satisfied itself by enquiry of the appropriate authorities as to the zoning and planning restrictions on and in respect of the Property and the use to which the Building or the Property may be put;

(e) it has satisfied itself by perusal of all relevant documents as to the Particulars of Sale;

(f) it has not relied on any description of the Property (including a reference to the suburb, locality, precinct or street name of the Property) included in any brochure, marketing information, investment report or advertisement with respect to the sale of the Property whether or not prepared by the Vendor or the Vendor's Agent; and

(g) no representation or warranty has been made or given that the Property is suitable for the Purchaser's intended purpose.

5.2 Without limiting the previous paragraph, the Purchaser further acknowledges that:

(a) this contract contains the entire understanding and agreement between the parties as to its subject matter;

(b) all previous negotiations, understandings, representations, warranties (other than warranties set out in this contract), or commitments in relation to, or in any way affecting, the subject matter of this contract are superseded by this contract and are of no force or effect and neither party is liable to the other party in respect of those matters;

(c) no oral explanation or information provided by any party to another affects the meaning or interpretation of this contract or constitute any collateral agreement, warranty or understanding between any of the parties.

5.3 The Purchaser further acknowledges that:

(a) the information contained in any display suite, brochures, models or any promotional material in relation to the Property, Building or Land is to be used only as a guide and do not constitute a warranty, representation, inducement, offer or contract;

(b) the description of areas and measurements in the Drawings and Specifications and in any brochures, model, display suite or promotional materials relating to the Property, Building or Land are approximations only and are not to be relied upon; and

(c) the areas and dimensions in any model or display suite are not representative of the actual areas or dimensions of a Lot or any part of a Lot or the Property or Common Property.

5.4 The Purchaser cannot make any requisition, objection, Claim, claim for compensation, delay settlement or delay payment of or refuse to pay the Residue or rescind or terminate this contract because of any of the matters set out in this special condition.

6. Vendor's costs, stamp duties and charges

6.1 The Purchaser must pay:

(a) all costs and expenses (including any borrowing expenses and any legal costs on a solicitor and own client basis) incurred by the Vendor for any default by the Purchaser under this contract; and

(b) all stamp duties, fees, taxes and charges which are payable under this contract or transfer of land or any payment, receipt or other transaction contemplated by this contract.

7. Dutiable Value

7.1 Subject to Special Condition 7.2 the Vendor and Purchaser acknowledge and agree that, for the purpose of section 21(3) of the Duties Act, as at the Day of Sale the Estimated Land Value of the Property and the Estimated Construction Cost are the amounts set out in the Schedule of Estimated Land Values in Annexure 2 which have been estimated by the Vendor in accordance with the process set out in SRO Revenue Ruling DA.048.

7.2 Unless the Vendor decides otherwise (at its discretion), the "Alternative" method in the SRO Revenue Ruling DA. 048 will be used for calculating any concession on stamp duty.

7.3 The Purchaser acknowledges and understands that any information given to the Purchaser by the Vendor or its agent in respect to the dutiable value of the Property under section 21(3) of the Duties Act or as to the amount of stamp duty that may be payable by the Purchaser in respect to the Property, has been provided on the following basis:

(a) as a guide or as an estimate only;

(b) has been estimated using projections, estimates and information available to the Vendor in respect of the Building or the Property at the Day of Sale;

(c) has been determined on the basis of the provisions of the Duties Act and published rulings as at the Day of Sale;

(d) may be varied as a result of any rulings or directions of the SRO or in any manner referred to in this special condition 7;

(e) will be varied or changed by the Vendor once it has the actual facts and figures to determine the dutiable value of the Property and/or may be varied for any other reason.

7.4 The Purchaser further acknowledges and agrees that neither the Vendor, nor anyone on its behalf, will be deemed to have made any warranty to the Purchaser as to the stamp duty or registration fees which may be payable on the transfer of land or the availability of any building allowances or depreciation under the Income Tax Assessment Act or otherwise concerning the Property or any matter in this contract which are payable by the Purchaser in connection with the sale and transfer of the Property.

7.5 The Purchaser further acknowledges and understands that the Purchaser will be solely liable to pay all stamp duty assessed in respect of this contract and the transfer of land and will not make any claim, objection, demand, requisition, delay completion of, rescind or terminate this contract in respect of any matter relating to the stamp duty assessed in respect of the sale and the transfer of the Property.

7.6 The Purchaser further acknowledges that it has made its own independent enquiries and obtained independent advice on all stamp duty and taxation matters and does not rely on anything stated by or on behalf of the Vendor and relies on the results thereof and on its own judgement and indemnifies the Vendor against all liabilities, claims, proceedings or penalties relating to any stamp duty payable concerning this contract, any substitute contract of sale, any transfer of land or any other matter under or related to this special condition.

7.7 The Purchaser cannot:

(a) make any requisition, objection, Claim or claim for compensation with respect to the stamp duty payable on the transfer of land; or

(b) delay settlement or delay payment of or refuse to pay the Residue or rescind or terminate this contract because of anything contained in this special condition or any ruling or determination made by the SRO about the stamp duty payable on the transfer of land.

8. Purchaser buying in unequal shares

8.1 If there is more than one Purchaser, the Purchaser must ensure that this contract records the proportions in which each Purchaser is buying the Property (**Purchaser's Interest Proportions**).

8.2 If the proportions recorded in the transfer of land are different from the Purchaser's Interest Proportions stated in this contract, the Purchaser must pay any additional stamp duty which is assessed as a result.

8.3 The Purchaser indemnifies and will at all times keep indemnified the Vendor against any loss, damage, cost, expense, claim or demand that may be brought against the Vendor or which the Vendor may pay, sustain or incur in relation to any stamp duty payable because of the Purchaser's Interest Proportions in this contract or the proportions stated in the transfer of land.

9. Delivery of transfer

9.1 The Purchaser must deliver the instrument of transfer to the Vendor at least 7 days before the Settlement Date. The delivery of the instrument of transfer is not deemed to be acceptance of the title.

9.2 If the instrument of transfer is not delivered in accordance with special condition 9.1 the Vendor is not required to complete this contract or attend to Settlement until 7 days after it receives the transfer of land document.

10. Unregistered Plan

10.1 The Purchaser acknowledges that the Plan has not been certified or registered as required by the Act.

10.2 If the Plan is not registered within 48 months from the Day Of Sale (and it is agreed that this period is the period specified for the purpose of Section 9AE(2) of the SLA), the Vendor or the Purchaser may by written notice to the other before the Plan is registered, rescind this contract.

10.3 If any amendment to the Plan is made after the date of this contract which materially affects the Property, the Purchaser may rescind this contract in writing to the Vendor within 14 days of receipt of notice of that amendment, unless the amendment results from a requirement of any Authority or the Registrar. This special condition and section 10(1) of the SLA do not apply to the final location of any easement shown on the Plan.

10.4 If:

(a) any requirement imposed by an Authority in relation to the Land, the Property or the Works is too onerous, in the opinion of the Vendor, to perform or accept; or

(b) at any time and for any reason the Vendor in its absolute discretion determines that construction of the Building or the Works will not proceed;

then the Vendor may elect to rescind this contract in writing to the Purchaser.

10.5 If this contract is rescinded under special conditions 10.2, 10.3 or 10.4:

(a) all purchase money paid by the Purchaser (including the Deposit and Accrued Interest) will be repaid; and

(b) neither party is entitled to claim compensation or damages from the other party nor will they have any further liability to the other under this contract.

10.6 The Purchaser cannot make any requisition, objection, Claim, claim for compensation, delay payment of the Residue or rescind or terminate this contract because separate certificates of title for the Property have not been issued by the Settlement Date. The Vendor's Legal Practitioner may hand to the Purchaser on Settlement an order to the Registrar directing that the relevant certificates of title issue to the Purchaser or to whom the Purchaser reasonably directs.

10.7 Subject always to the SLA, the Vendor may make the following changes to the Plan:

(a) minor changes to comply with any requirement of any Authority, the Registrar or the Council;

(b) minor changes to accord with surveying, architectural or engineering practice or the requirements or objectives of the Vendor;

(c) changes to the number, size, shape, configuration, location or lot entitlement/lot liability (including the aggregate lot liability) of any Lot;

(d) changes to the description, numbering or location of Common Property;

(e) amendment to the number of Owners Corporations to be created upon registration of the Plan;

(f) amendment to the Owners Corporation Rules;

(g) changes to any reference to the address, suburb, locality or precinct of the Land or the Property;

(h) changes to allow a consolidation or merger with, or the building of, any adjoining property; and

(i) any other minor changes which the Vendor believes are reasonably necessary.

10.8 Upon the Vendor making a written request, the Purchaser must promptly sign any document which the Vendor reasonably requires to make any changes to the Plan under special condition 10.7.

10.9 The Purchaser cannot make any requisition, objection, Claim, claim for compensation, delay settlement or delay payment of or refuse to pay the Residue or rescind or terminate this contract because of any matter contained in this special condition including for anything associated with the registration or failure to obtain registration of the Plan.

11. Staged Subdivision

11.1 The Purchaser accepts that the Vendor may subdivide the Land in stages as contemplated by section 37 of the Act and the regulations under the Act.

11.2 The Purchaser also accepts and agrees that the Vendor may amend the Plan to include further stages or remove further stages either prior to or after the Day of Sale.

11.3 The Purchaser acknowledges and understands that a Plan for a subsequent stage may:

(a) create, remove or change lots in that stage;

(b) consolidate lots;

(c) increase or decrease the height of the Building;

(d) increase or decrease the number of floors in the Building compared to that contained in the initial stages of the Plan;

(e) create a further Owners Corporation and common property;

(f) allow a car park for a previous stage to be used by owners of lots in a subsequent stage;

(g) create, remove or change an easement or restriction in that stage;

(h) dedicate land for roads or reservations; or

(i) change a plan for an earlier stage by:

(i) adding to the membership of an Owners Corporation;

(ii) adding or removing common property;

(iii) subject to the Act, changing lot entitlements or lot liabilities; or

(iv) showing land on that plan as being benefited by an easement or restriction created over the land in the plan for the subsequent stage; and

(v) allow for the Works to be completed in stages.

11.4 The Vendor may:

(a) consolidate any or all stages into a single Plan;

(b) proceed with a Plan for a later stage before an earlier stage (including preparing the plan for the later stage, applying for planning approval and lodging it for registration); or

(c) not proceed with a later stage of the Plan, in the Vendor's sole discretion.

11.5 If the Vendor subdivides the Land in stages:

(a) the Owners Corporation shall be entitled to enter into a licence agreement with the owners of lots in a later or earlier stage of the Plan for access rights to Common Property in the Plan;

(b) the Purchaser accepts that construction and other works may be required including:

(i) use of construction plant or equipment;

(ii) earthworks;

(iii) display of signs;

(iv) use of the Common Property on the Plan; and

(v) building works above or below their Lot,

and that these works may produce dust, noise or other discomforts;

(c) the Vendor must use all reasonable endeavours to make sure its builders and contractors minimise the effect on the Purchaser's occupation of the Property; and

(d) the Purchaser accepts that the settlement of lots at the Land may be conducted in stages.

11.6 The Purchaser cannot make any requisition, objection, Claim, claim for compensation, delay settlement or delay payment of or refuse to pay the Residue or rescind or terminate this contract because of any matter contained in this special condition.

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12. Owners Corporation

12.1 The Purchaser acknowledges that the Property is sold subject to the Owners Corporations Act, the Regulations, the SLA and the Act and in particular subject to:

(a) the lot entitlement and lot liability (which entitlement and liability may alter or be altered prior to registration of the Plan) and all other information set out in the Plan;

(h) all easements and covenants affecting the Common Property, Property, the Land and the Plan;

(c) any regulations made under the Act including any easements (whether express or implied) affecting the Property; and

(d) any lease, licence or otber agreement (including a Section 173 Agreement) granted by or to the Vendor or the Owners Corporation in respect of any part of the Land, tbe Property or adjoining land whether before or after the Day of Sale or prior to or after Settlement.

12.2 The Purchaser acknowledges and understands that:

(a) the Plan will create one or more Owners Corporations;

(b) the Owners Corporation schedule contained with the Plan sets out the Lot liability and Lot entitlement for the Property;

(c) all Lots are included in and will be part of the unlimited Owners Corporation,;

(d) the Owners Corporation will be responsible for the management and administration of the Common Property;

(e) the Purchaser will be required to pay levies to the Owners Corporation;

(f) the Purchaser will be entitled to vote at meetings of the Owners Corporation; and

(g) the Owners Corporation will have the powers conferred by the Owners Corporation Act and the Regulations in relation to its management and administration of the Common Property.

12.3 The Purchaser consents to and authorises and requests the Vendor to as soon as practicable after registration of the Plan and before settlement to attend to the establishment of the Owners Corporation and cause the Owners Corporation to:

(a) hold its first meeting in accordance with the requirements of Part 4, Division 1 of the Owners Corporation Act;

(b) determine the Owners Corporation fees or levies;

(c) insure the Building for an adequate and proper amount (which the Vendor will determine) with a reputable insurer and complying with the requirements of the Owners Corporation Act, the Act and the SLA;

(d) pass such resolutions in relation to:

(i) adoption of the Owners Corporation Rules;

(ii) approval of a maintenance plan and establishment of a maintenance fund in respect of each of the Owners Corporation in accordance with the Owners Corporation Act;

(iii) any agreements contemplated by this contract or deemed necessary by the Vendor;

(iv) the establishment of the Owners Corporation register in accordance with the Owners Corporation Act;

(v) the establishment of an Owners Corporation committee in accordance with the Owners Corporation Act; and

(vi) the execution by the Owners Corporation under seal or otherwise of any of the agreements, licences or leases referred to in this contract.

12.4 The Purchaser acknowledges and understands that the Owners Corporation fees once determined by the Owners Corporation, will be payable from and/or commence on such date as the Vendor will determine.

12.5 The Purchaser further acknowledges and understands that:

(a) the Owners Corporation will be a prescribed Owners Corporation as defined in the Owners Corporation Act and the Regulations;

(b) as a prescribed Owners Corporation, the Owners Corporation is required under the Owners Corporation Act to prepare and approve a maintenance plan and establish a maintenance fund, for the purposes of meeting the costs of non-recurrent capital maintenance and repair and capital acquisitions;

(c) if and once the maintenance plan is approved, the Owners Corporation may also require the contribution by the members to the maintenance fund which may form part of the fees payable to the Owners Corporation;

(d) the estimate of outgoings set out in the Vendor's Statement does not include an estimate of the contribution that may be payable by the members of the Owners Corporation to the maintenance fund; and

(e) funds paid into the maintenance fund will de dealt with as required by the Owners Corporation Act and the Regulations.

12.6 The Purchaser acknowledges and agrees that the Purchaser:

(a) will be bound by the Model Rules (as applicable) and the Owners Corporation Rules;

(b) hereby consents to the Owners Corporation Rules and authorises the Vendor and/or the Owners Corporation to do all that is necessary to pass the Owners Corporation Rules and to have them registered with the Registrar either at the time the Plan is lodged for registration or sometime thereafter, as provided by the Act; and

(c) hereby authorises and consents to the Vendor or the Owners Corporation to make any amendments to the Owners Corporation Rules as the Vendor believes necessary for the better management of the Owners Corporation before or after the Owners Corporation Rules are registered and will, within seven days of receiving a written request from the Vendor, sign all necessary consents or authorities required in respect of the adoption of any amended Owners Corporation Rules.

12.7 The Purchaser agrees and consents to the Owners Corporation granting any necessary leases or licenses or entering into any leases or licences that may be necessary in relation to the proposed use of the Building or Common Property, including but not limited to, any leases or licences for the purposes of car parking, installation of plant and equipment that may need to be located on the Common Property or such other leases or licences as may be necessary for the better management of the Building.

12.8 The Purchaser acknowledges and accepts that, when the Plan is registered, the Vendor is entitled to take one or more licences from the Owners Corporation of any part of the Common Property on the Plan for any purpose, as determined by the Vendor at the Vendor's discretion.

12.9 The Purchaser will not make any requisition in respect of, objection to, claim any compensation, delay completion of or rescind or terminate this Contract in respect of any matter relating to the Owners Corporation and any of the matters referred to in this special condition.

12.10 The amount of any special levy made on the Vendor pursuant to section 24 of the Owners Corporations Act in respect of the liabilities of the Owners Corporation before the Day of Sale will be borne by the Vendor and the amount of any such levy made on the Vendor on or after the Day of Sale will be borne by the Purchaser and despite general condition 15 will not be subject to an apportionment at Settlement.

12.11 The Purchaser will not vote or do any act or thing pertaining to or which relates to the management, administration or running of the Owners Corporation which is contrary to any provision or term of this contract or which is in any way prejudicial to the Vendor without first obtaining the written consent of the Vendor.

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13. Natural Surface Level

13.1 For the purposes of section 9AB of the SLA, the Vendor discloses and the Purchaser acknowledges that works will be carried out on the Land which may affect the natural surface level of the Land, including works for gas, electricity and telephone supply, roads, kerbing, drains, footpaths, levelling, fill and surface works (**Surface Works**). The Vendor does not know the exact extent of these Surface Works or where the final locations for the reticulation lines will be located.

13.2 Details of any works, including the Surface Works or the Works, affecting the natural surface level of the land in the Property or any land abutting the Property which is in the same subdivision as the Property and which, to the Vendor's knowledge:

(a) have been carried out on the land in the Property after certification of the Plan and before the Day of Sale; or

(b) are at the Day of Sale being carried out or proposed to be carried out on the Land or the Property,

are set out in the Schematic Section Plan, the Plan, the Drawings and Specifications and the Vendor's Statement.

13.3 The Purchaser must not delay settlement, rescind this Contract, make any requisition or make any claim against the Vendor in relation to any fill in the Property or in the Land or from anything arising from this special condition.

14. Reservations, restrictions and encumbrances

14.1 The Property is sold subject to:

(a) the Planning Permit and any amendments made to the Planning Permit;

(b) all existing or proposed reservations, restrictions, encumbrances, leases, licences, agreements, exceptions and conditions (if any) referred to in this contract and including but not limited to those included in the certificate of title in which the Property is included, the Schedule in the Particulars of Sale, the Planning and Environment Act, the *Local Government Act 1989* (Vic), the *Environment Protection Act 1970* (Vic), the Building Act, the Planning Scheme, any other planning scheme, overlay or instrument, any planning permit, any other statute, regulation or by-law, resolution of a responsible authority or an Authority, environmental planning instrument or deemed environmental planning instrument applicable to the Property; and

(c) the Vendor procuring all required further planning permits, or obtaining an amendment to the Planning Permit, on terms acceptable to the Vendor authorising the Vendor to develop and subdivide the Land as specified in the Plan. If any condition of the proposed planning permit is in the opinion of the Vendor too onerous for the Vendor to perform or if the planning permit is refused then the Vendor may validly rescind this contract whereupon this contract will be at an end, the Deposit and Accrued Interest must be refunded to the Purchaser and neither party will have any further liability to the other under this contract.

14.2 None of the reservations, restrictions, encumbrances, leases, licences, agreements, exceptions and conditions referred to in special condition 14.1(a) or (b) are defects in the Vendor's title or affect the validity of this contract and, subject to the Purchaser's rights under the SLA, the Purchaser cannot make any requisition, objection, Claim, claim for compensation, delay settlement or delay payment of or refuse to pay the Residue, rescind or terminate this contract for compliance or non-compliance with any of them.

15. Creation of further restrictions and encumbrances

15.1 The Purchaser acknowledges that, as at the date of this contract, there may not have been created all the easements, restrictions or other encumbrances which may be required by any Authority or the Vendor

15.2 The Purchaser acknowledges that the Vendor may be required to:

(a) create easements, enter covenants or grant or accept other like restrictions which affect the Property or the Land (and where applicable any Common Property on the Plan), including positive covenants in any Section 173 Agreement to allow certification or registration of the Plan;

(b) grant leases or privileges or other rights for any Common Property on the Plan which the Vendor, acting reasonably, considers necessary for the Building and proper functioning of the Property, the Land or the Plan;

(c) apply for amendments to the Planning Permit or any planning permit applicable to the Land or the Property or for one or more new planning permits or amendments to the Planning Scheme in connection with the Land or the Property. The Purchaser must not object, assist in or encourage any requisition or objection, to any application by or on behalf of the Vendor for a planning permit or amendments to planning permits for the Building and/or use of any lots on the Plan, including on any lots adjacent to the Land or the Property.

15.3 Subject to the Purchaser's rights under the SLA, the Purchaser cannot make any requisition, objection, Claim, claim for compensation, delay settlement or delay payment of or refuse to pay the Residue, or rescind or terminate this contract because of any of the matters in this special condition.

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16. DBCA

16.1 The Vendor, or an entity nominated by the Vendor, will enter into a Major Domestic Building Contract with a Builder to complete the Works.

16.2 The Purchaser acknowledges that:

(a) the Vendor is not a registered builder;

(b) this contract is not a Major Domestic Building Contract; and

(c) the Home is to be constructed under a separate contract that is a Major Domestic Building Contract.

16.3 The parties acknowledge that the DBCA, as far as legally possible, does not apply to this contract and the Purchaser cannot rescind or terminate this contract because of payment of an initial 10% deposit or because of any other breach of the DBCA.

16.4 The Purchaser acknowledges and accepts that any display suite inspected by the Purchaser is not a display home as defined by the DBCA.

16.5 If this contract is held to be a Major Domestic Building Contract by a court having competent jurisdiction, the parties will agree to vary the terms of this contract as the Vendor directs so that it complies with the DBCA.

16.6 The Purchaser cannot make any requisition, objection, Claim, claim for compensation, delay payment of the Residue, rescind or terminate this contract for any alleged non-compliance with the DBCA. Any variation of this contract under this special condition does not constitute a defect in the Vendor's title and the Purchaser cannot delay the Settlement Date, rescind or terminate this contract, claim compensation or make any demands because of any variation to this contract under this special condition.

16.7 The Vendor does not have to vary in any way the Major Domestic Building Contract referred to in this special condition.

17. Environmental and other notices

17.1 The Vendor makes no representations or warranties about the condition of the Property or the compliance of the Property with Environmental Law.

17.2 The Purchaser cannot make any requisition, objection, Claim, claim for compensation, delay settlement or delay payment of or refuse to pay the Residue or rescind or terminate this contract on the grounds of the presence in or on the Property of any Contaminant.

17.3 From the Day of Sale, the Purchaser cannot make any Claim against the Vendor for:

(a) the presence of any Contaminant or in or on the Property, or egress from the Property of any Contaminant into the Environment; or

(b) any order of any Authority for any Contaminant.

18. Building and Construction

18.1 The Purchaser warrants that it has inspected the Drawings and Specifications and is satisfied with their content.

18.2 The Purchaser acknowledges that the Vendor is the only party authorised to, at its sole discretion, procure the issuing of the Occupancy Permit from the relevant party following completion of the Works by the Builder.

18.3 The issue of the Occupancy Permit is conclusive evidence that the Works have been completed and the Vendor has complied with the Vendor's obligations under this special condition subject to special conditions 18.5 and 18.6 regarding defects.

18.4 The Purchaser acknowledges that:

(a) the Vendor may request the Builder to make minor variations to the Works (including the substitution of Goods with other goods of the same nature and similar quality and minor variations to the measurements or area set out in the Drawings and Specifications) but cannot request the Builder to make any major variations to the Works that materially affect the Property without the consent of the Purchaser which consent must not be unreasonably withheld or delayed; and

(b) some features in the Drawings and Specifications may not be capable of being constructed and that the Vendor may make minor variations to them.

18.5 The Vendor must at its expense, arrange for the Builder to remedy and make good all defects in materials or workmanship in the Works relevant to the Property within a reasonable period after the Settlement Date which defects are notified in writing to the Vendor or the Vendor's Legal Practitioner by the Purchaser within the Defect Rectification Period.

18.6 The Purchaser must give:

(a) notice of any defects to the Vendor before the end of the Defect Rectification Period; and

(b) access to the Property to the Vendor and the Builder at all reasonable times to repair or make good a defect.

18.7 If the defect is repaired or made good to the Vendor's architect's satisfaction, the Vendor's obligations under this special condition are discharged.

18.8 The Purchaser also acknowledges and accepts that:

(a) the purpose of the display suite is to show the general nature and style of the Works;

(b) the display suite is not a representation of the completed Works; and

(c) the appearance of the Works upon completion will, subject to special condition 18.4, be based on the Drawings and Specifications and the Colour Scheme.

18.9 The Purchaser cannot make any requisition, objection, Claim, claim for compensation, delay settlement or delay payment of, refuse to pay or retain any part of the Residue or rescind or terminate this contract if there is any dispute about the quality or standard of the finish of the Works or the Property or any defects in materials or workmanship in the Works or Property or with respect to any other matter contained in this special condition.

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19. Deposit

19.1 The Deposit must be paid to the Vendor's Legal Practitioner to be held by them on trust for the Purchaser in accordance with the terms of the SLA until the Settlement Date.

19.2 The Purchaser authorises the Vendor's Legal Practitioner (but the Vendor's Legal Practitioner is not obliged) to invest the Deposit in an interest bearing trust account with a Bank.

19.3 Any Accrued Interest earned on the Deposit will be paid to the Vendor at Settlement unless the Deposit is returned to the Purchaser, in which case it will be paid to the Purchaser.

19.4 If the Vendor validly rescinds this contract or this contract is otherwise lawfully terminated in circumstances where the Vendor is entitled to be paid the Deposit (in all cases subject to the SLA) the Vendor will be entitled to the Deposit upon that rescission or termination, including any Accrued Interest earned.

19.5 If the Purchaser validly rescinds this contract or this contract is otherwise lawfully terminated in circumstances where the Purchaser is entitled to the Deposit, the Purchaser will be entitled to the immediate return of the Deposit upon that rescission or termination, including any Accrued Interest earned.

19.6 The Vendor's Legal Practitioner, as stakeholder, must pay the Deposit and any Accrued Interest earned, to the party entitled when the Deposit is released, the contract is settled or the contract is terminated or rescinded but at all time subject to the SLA.

19.7 The parties agree that, unless the Purchaser notifies the Vendor's Legal Practitioner or the Vendor's Agent (as stakeholder) of the Purchaser's Tax File Number on exchange of this contract, the Bank will be required to deduct the highest marginal rate of taxation from interest earned on the Deposit under the Income Tax Assessment Act and:

(a) if the Purchaser provides the Purchaser's Tax File Number to the Vendor, the Vendor or the Vendor's Legal Practitioner is authorised to provide that number to the Bank holding the Deposit;

(b) the Purchaser will not be entitled to any compensation for loss of interest, costs, fees or other expenses arising out of the investment of the Deposit, including interest withholding tax if the Purchaser fails to provide its Tax File Number; and

(c) the Vendor's Legal Practitioner is not liable or responsible for any interest withholding costs or any loss or interest, costs, fees or other expenses of the Purchaser or any other party (whether or not the Purchaser provides its Tax File Number) for any matter referred to in this special condition.

19.8 The Vendor may accept a Bank Guarantee or Deposit Bond from the Purchaser (to be held by the Vendor's Legal Practitioner on trust for the Purchaser in accordance with the provisions of the SLA as if the Bank Guarantee or Deposit Bond was cash) in lieu of the Deposit or any part of the Deposit (but the Vendor is not obliged to do so) however it is noted by both parties that such Bank Guarantee or Deposit Bond does not constitute the Deposit or relieve the Purchaser from paying a cash Deposit on the Settlement Date or such other time that the Vendor is entitled to a release of the Deposit in accordance with the SLA.

19.9 If the Purchaser is entitled to the return of the Deposit under this contract, the Vendor must return any Bank Guarantee or Deposit Bond to the Purchaser which has been accepted in lieu of the Deposit as if the reference to the Deposit were to the Bank Guarantee or Deposit Bond.

19.10 If the Vendor rescinds or this contract is otherwise lawfully terminated in circumstances where the Vendor is entitled to be paid the Deposit (in all cases subject to the SLA), it may draw on the Bank Guarantee or Deposit Bond, and the amount drawn is treated as if it were the Deposit paid by the Purchaser before rescission or termination of this contract and, subject to the SLA, the Vendor will be entitled to the Deposit. The Vendor may not draw on the Bank Guarantee or Deposit Bond in any other circumstances.

19.11 The Purchaser must pay an amount equal to the face value of the Bank Guarantee or Deposit Bond which has been accepted in lieu of the Deposit to the Vendor by unendorsed bank cheque on the Settlement Date or such other time the Vendor is entitled to a release of the Deposit (in all cases subject to the SLA) and, if the Purchaser does so, the Vendor will return that Bank Guarantee or Deposit Bond to the Purchaser.

19.12 If the Bank Guarantee or Deposit Bond:

(a) expires prior to the Settlement Date or contains an expiry date and that date is less than 48 months from the Day of Sale; or

(b) is for any reason unenforceable by the Vendor; or

(c) is unsuitable to the Vendor; or

(d) is issued by a financial institution or other entity that does not have the funds to pay under the Bank Guarantee or Deposit Bond in the reasonable opinion of the Vendor; or

(e) is in favour of the Vendor and is required by the Vendor (or the Vendor's financial institution) to be in favour of the Vendor's Legal Practitioner

the Purchaser must, within 7 days of the Vendor notifying the Purchaser that the Deposit Bond or Bank Guarantee is unacceptable, has expired or will expire prior to the Settlement Date, pay a cash Deposit to the Vendor's Legal Practitioner in accordance with the provisions of the SLA or provide an updated Bank Guarantee or Deposit Bond in accordance with the provisions of the SLA and to the satisfaction of the Vendor, failing which the Purchaser will be in default under the contract.

19.13 If the Vendor requires, the Purchaser must, within 14 days of the Vendor requesting, provide a replacement Bank Guarantee or Deposit Bond in favour of the Vendor's Legal Practitioner in accordance with the provisions of the SLA and to the satisfaction of the Vendor failing which the Purchaser will be in default under the contract.

20. Adjustment of Outgoings

20.1 The Purchaser acknowledges and agrees that to the extent that it is inconsistent with this special condition, general condition 15 will not apply to this contract.

20.2 If the Property has not been separately rated by the Settlement Date, and the Outgoings relate to the whole or part of the Property, they must be adjusted by the Purchaser on the basis that they have been paid (even if not paid) and they must be apportioned between the Vendor and Purchaser in the same proportion as the lot liability of the Property bears to the total lot liability included in the Plan (or if there is no lot liability on an area basis).

20.3 The Vendor must pay all unpaid non-separately rated Outgoings at or before the due date for payment and not prior to the Settlement Date. The Purchaser is responsible for all unpaid Outgoings accruing from the Settlement Date.

20.4 No adjustment will be made at or after Settlement for any assessment of supplementary rates or outgoings assessed, levied or charged on the Land or the Property or to the Purchaser and the Purchaser remains solely liable for their payment.

20.5 The Purchaser must reimburse the Vendor any connection fee paid in respect to electricity or other utilities supplied to the Property at settlement.

21. Land Tax

21.1 The Purchaser acknowledges that the SRO may group all of the lots on the Plan and assess land tax against the Vendor based on the aggregate of the unimproved values of each lot on the Plan.

21.2 If the Property has not been separately rated by the Settlement Date, and the land tax relates to the whole or part of the Property, it must be adjusted by the Purchaser on the basis that the land tax has been paid (even if not paid) and must be apportioned between the Vendor and Purchaser and adjusted on the Settlement Date as set out in special condition 21.3.

21.3 Despite that on a single holding basis no land tax may be assessable for the Property, the Purchaser must reimburse the Vendor as an adjustment at Settlement the adjusted proportion of the single holding land tax on the Land according to the following formula:

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

A = Land tax payable by the Purchaser with respect to the Property and adjusted at Settlement;

L = Single holding land tax assessed with respect to all of the land referred to in the Plan;

U = Lot liability of the Property (or if there is no lot liability, the area of the Property);

T = Total lot liability of all the Lots on the Plan as set out in the Owners Corporation Schedule for the Unlimited Owners Corporation as attached to the relevant Plan (or if there is no lot liability, the area of all the property in the assessment);

21.4 Any adjustment of Land Tax will disregard any personal statutory benefit available to any party.

21.5 The Vendor must pay all unpaid land tax at or before the due date for payment and the Purchaser will proceed to Settlement notwithstanding that the land tax assessed has not been paid by the Vendor. No adjustment will be made after Settlement if the Purchaser obtains a further land tax certificate after the Settlement Date and no reimbursement will be made if the Purchaser pays the land tax before the due date for payment.

22. Settlement

22.1 Settlement must take place no later than 4.00 pm on the Settlement Date failing which it will be regarded as having taken place on the next Business Day.

22.2 Settlement will take place at the offices of the Vendor's Legal Practitioner or at some other place in Melbourne as the Vendor or the Vendor's Legal Practitioner directs.

22.3 At Settlement, in addition to any other matter, the Purchaser must pay to the Vendor the Residue and any other monies due, by unendorsed bank cheque in favour of the Vendor or as the Vendor or Vendor's Legal Practitioner directs.

23. Insolvency

23.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity if this special condition had not been included in this contract, it is agreed that if the Purchaser (being a corporation under the Corporations Act), prior to settlement of this contract:

(a) has its members resolve that it go into liquidation;

(b) has an application for its winding up made and such application is not withdrawn, struck out or otherwise determined in favour of the Purchaser within 28 days of the application being made or by Settlement Date, whichever is the earlier;

(c) has a provisional liquidator or liquidator appointed;

(d) enters into any scheme or arrangement with its creditors under the Corporations Act;

(e) has a receiver, receiver/manager or other controller appointed to, or any such person takes control of, it and/or all or any part of its assets or undertakings;

(f) is either voluntarily deregistered or deregistered by ASIC;

(g) has an inspector appointed under the provisions of the Corporations Act; or

(h) has its board of directors resolve to appoint an administrator to the Purchaser and the Purchaser and/or the corporation appoints or otherwise suffers the appointment of an administrator,

then the Purchaser will not have complied with this contract in an essential respect and will be in default under this contract and the Vendor may exercise any of its powers and/or remedies arising out of such default under this contract or otherwise at law.

24. Liability of Signatory

24.1 Any person who executes this contract is deemed to be personally liable for the due performance and observance of the Purchaser's obligations as if the signatory were the

Purchaser, notwithstanding that the person may have executed the contract for and on behalf of the Purchaser or as an authorised person on behalf of the Purchaser.

24.2 If a person signs this contract on behalf of a purchaser which is a corporation (within the meaning of the Corporations Act), that person:

(a) warrants in a personal capacity to the Vendor that they have the authority to enter this contract on behalf of the Purchaser; and

(b) if the warranty in paragraph (a) is false, acknowledges and agrees that they will be personally liable for the performance of the Purchaser's obligations.

25. Nomination of substitute or additional Purchaser

25.1 If the Purchaser nominates a substitute or additional Purchaser pursuant to general condition 18 the following applies:

(a) the Purchaser is to provide the following to the Vendor no later than 14 days before the Settlement Date:

(i) a notice of nomination including an express undertaking by the Purchaser's nominee to comply with all obligations under this contract as if it were the Purchaser (duly and properly completed and executed by the Purchaser, the Purchaser's nominee and the Guarantor (if any));

(ii) a Guarantee executed by the directors of the nominee, if the nominee is or includes a company;

(iii) a copy of the statutory declaration executed by the nominee for stamp duty purposes in the form required by the SRO;

(iv) an authority for the Purchaser addressed to the Vendor and the Vendor's Legal Practitioner authorising them to apply the Deposit and any other moneys paid as Deposit payable by the nominee; and

(v) contact details of the nominee (including address and telephone number) along with the details of the legal practitioner or conveyancer acting for the nominee.

(b) any Guarantors also remain personally liable for the performance of all of the Purchaser's obligations under this contract; and

(c) the Purchaser and the Guarantors (if any) indemnify the Vendor against all Claims, demands, interest or penalties for stamp duty or other liabilities arising from the nomination.

25.2 If the nomination documents are not delivered in accordance with special condition 25.1(a) the Vendor is not required to attend to settlement until 14 days after it receives the nomination documents.

25.3 The Purchaser and the nominee must fully and truthfully disclose the circumstances of the nomination to the SRO. The Purchaser indemnifies and will at all times keep indemnified the Vendor and the Vendor's Legal Practitioner against all liabilities, Claims, proceedings and penalties imposed by the SRO or referable to the Duties Act relating to this contract and/or any substitute contract and/or the instrument of transfer or conveyance of the Property.

25.4 This special condition does not merge on completion of this contract.

26. Caveat

26.1 The Purchaser will not take any action so as to prevent or delay registration of the Plan and, in particular, will not prior to registration of the Plan lodge or allow a nominee or any other person claiming through the Purchaser or acting on the Purchaser's behalf to lodge a caveat in respect of the Land or the Property.

26.2 The Purchaser hereby appoints the Vendor as its attorney for the purpose of withdrawing any caveat lodged in breach of this special condition. This appointment will not be affected by the rescission or termination of this contract by either party.

26.3 The Purchaser acknowledges that a breach of this special condition will cause damage to the Vendor and hereby indemnifies the Vendor in respect of any loss (including interest), damage, cost and expense which the Vendor may incur as a result of such breach (including any delay in registration of any stage of the Plan pending removal of the caveat and the cost of withdrawing a caveat in accordance with this special condition).

26.4 This special condition and the right of the Vendor to be indemnified by the Purchaser is not be affected by the rescission or termination of this contract by either party.

27. Inspection

27.1 The Purchaser may inspect the Property once and no earlier than 14 days before the Settlement Date by making an appointment with the Vendor or the Vendor's Agent.

27.2 The Vendor retains the right (acting reasonably):

(a) to set the time and date of the Purchaser's inspection appointment;

(b) to limit the time spent during an inspection appointment; and

(c) to limit the number of persons attending an inspection appointment.

27.3 The Purchaser must not, prior to the Settlement Date, place any advertising material, signs, hoardings or any other thing visible from the outside of the Property, on the Property or the Land without the Vendor's written consent.

28. Restriction On Re-Sale

28.1 Whilst the Vendor remains the registered proprietor of any lot on the Plan and until each stage of the Plan is registered, the Purchaser cannot, without the prior written consent of the Vendor, sell, transfer, assign or otherwise encumber or in any other way deal with the Property or the Purchaser's rights or interests in or under except by way of exercise of a right of nomination in accordance with this contract.

28.2 If the Purchaser exercises a right of nomination in accordance with this contract, the Purchaser cannot, without the prior written consent of the Vendor, advertise or market the Property in any manner to any nominee prior to registration of the Plan including the erection of any advertising board or sign or through any electronic or internet advertising.

28.3 The Purchaser indemnifies the Vendor against any loss, damage, cost, expense, claim or demand that may be brought against the Vendor or which the Vendor may pay, sustain or incur in relation to any breach by the Purchaser of this special condition.

29. FIRB

29.1 The Vendor intends, in its sole discretion, to make application to FIRB for FIRB Approval.

29.2 If the Vendor does not make application for, or obtain, FIRB Approval, or if the purchase of the Property by the Purchaser does not fall within the FIRB Approval, the Purchaser acknowledges that it is responsible, at its cost, for obtaining any approval to purchase the Property required under the FIRB Act which approval must be obtained within three (3) months of the Day of Sale. If requested by the Vendor, the Purchaser will provide written evidence of approval from FIRB to purchase the Property as required under the FIRB Act.

29.3 The Purchaser acknowledges that if the Vendor obtains the FIRB Approval, to enable the Vendor to comply with the conditions of the FIRB Approval, the Purchaser agrees:

(a) to sign such documents and provide the Vendor all information in relation to the Purchaser that the Vendor may be required to supply to FIRB pursuant to the FIRB Approval or under the FIRB Act;

(b) that the Vendor may provide that information to FIRB;

(c) that all information provided by the Purchaser pursuant to this special condition will be true and correct in every particular and will not by omission or otherwise misrepresent any facts; and

(d) to comply with this special condition after settlement if necessary to comply with FIRB's requirements or the FIRB Act.

29.4 The Vendor will not be liable to the Purchaser for any damages if the Purchaser is not eligible to purchase the Property under the FIRB Act or pursuant to the FIRB Approval or if the Purchaser does not receive approval from FIRB to purchase the Property.

29.5 The Purchaser indemnifies the Vendor against any loss, damage, cost, expense, claim or demand that may be brought against the Vendor or which the Vendor may pay, sustain or incur in relation to any breach by the Purchaser of this special condition.

30. Guarantee and indemnity

30.1 If the Purchaser:

(a) is a company not listed on a recognised stock exchange; or

(b) nominates a substitute Purchaser which is a company not listed on a recognised stock exchange,

the directors of the Purchaser or the substitute Purchaser, must execute the Guarantee in the form annexed on or before the Day of Sale or, in the case of nomination of a substitute Purchaser, at the time of nomination, failing which the Purchaser will be in default under the contract.

31. Notices

31.1 All notices must be:

(a) in legible writing and in English;

(b) addressed to the recipient or that party's solicitors, at the address set out in the Particulars of Sale;

(c) signed by the party, or that party's solicitors (or conveyancer), or where the sender is a company, by an authorised officer or under the common seal of the sender or in any other way permitted under the Corporations Act; and

(d) sent to the recipient by hand, prepaid post (airmail if to a place outside Australia) or facsimile.

31.2 Without limiting any other means by which a party can prove that a notice has been received by the other party, a notice will be considered to have been received:

(a) if sent by hand, when left at the address of the recipient;

(b) if sent by pre-paid post, 3 Business Days (if posted within Australia to an address in Australia) or 10 Business Days (if posted from one country to another) after the date of posting; or

(c) if sent by facsimile, on receipt by the sender of an acknowledgment or transmission report generated by the sender's machine indicating that the whole facsimile was sent to the recipient's facsimile number;

but if a notice is delivered by hand, or is received by the recipient's facsimile on a day that is not a Business Day, or after 5.30 pm on a Business Day, the notice will be considered to have been received by the recipient at 9.00 am on the next Business Day.

32. Severability

32.1 If any part of this contract becomes void or unenforceable or is illegal then that part will be severed from this contract and all parts which are not void, unenforceable or illegal remain in effect.

33. Further Assurances

33.1 Each party must execute and deliver all documents, instruments and writings and do and procure to be done all acts and things necessary or desirable or reasonable to give effect to this contract.

34. Unfair Contract Terms

34.1 The Vendor advises and the Purchaser acknowledges that the terms of this contract are negotiable. The Purchaser should review this contract and raise any issues of concern with the Vendor.

34.2 The parties acknowledge that the terms in this contract are reasonably necessary to protect the legitimate interests of the Vendor.

34.3 If any part of this contract is deemed to be an unfair term and or void for the purpose of the Australian Consumer Law, then that part will be severed from this contract and all parts which are not deemed to be an unfair term and or void for the purpose of the legislation remain in effect.

35. Waiver

35.1 The Purchaser's obligations under this contract and Vendor's right to enforce them are unaffected by any indulgence, forbearance or extension of time allowed or granted by the Vendor or by acceptance by the Vendor of money tendered by the Purchaser otherwise than in accordance with this contract.

35.2 No waiver of any breach of this contract or of any of the terms of this contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed.

35.3 No waiver of any breach operates as a waiver of any prior breach or subsequent breach. The failure or omission of a party at any time to enforce or require the strict observance of or compliance with any provision of this contract, or exercise any election or discretion under this contract, does not operate as a waiver of the rights of a party, whether express or implied, arising under this contract.

36. No warranty or actions

36.1 Except where expressly referred to, the Purchaser acknowledges that nothing contained in this contract (expressly or by implication) or otherwise constitutes a warranty or representation by the Vendor as to any matter or thing.

37. Indirect or consequential loss

37.1 To the maximum extent permitted by law, the Vendor shall not, under any circumstances, be liable to the Purchaser for any loss of profits or goodwill, economic, special, indirect or consequential loss or damage, whether in contract, tort (including negligence), for breach of warranty, under indemnity, in equity or otherwise.

38. Governing law

38.1 This contract is governed by the laws of the State of Victoria.

39. Consents and approvals

39.1 Where anything depends on the consent or approval of the Vendor then, unless this contract states otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of the Vendor.

40. Counterparts

40.1 If this contract consists of a number of signed counterparts, each is an original and all of the counterparts together comprise the same document.

41. No right of set off

41.1 Unless this contract states otherwise, a party has no right of set-off against a payment due to another party.

42. Operation of indemnities

42.1 Unless this contract states otherwise:

(a) each indemnity in this contract survives Settlement or termination of this contract;

(b) each indemnity is separate and independent from any other indemnities or obligations; and

(c) the Vendor may recover payment under an indemnity in this contract before it makes the payment in respect of which the indemnity is given.

43. Risk

43.1 Risk in the Property and the Goods passes to the Purchaser on the Settlement Date.

44. Selling and Leasing Activities

44.1 The Purchaser acknowledges that both before and after settlement the Vendor and its agents are entitled to, and may, conduct selling and leasing activities on the Land and for that purpose may erect and maintain in, on and about the Building (excluding the Property hereby sold) signs in connection with those selling and leasing activities.

44.2 The Purchaser acknowledges that the Property forms part of a complex which the Vendor is developing for sale and agrees to make no objection either before or after the Settlement Date to the methods used by the Vendor in marketing the other Lots, including but not limited to use of signs, use of Common Property and the maintenance of display units.

44.3 The Purchaser further acknowledges, understands and consents to the Vendor either before or after Settlement, using a Lot for the marketing and selling of any unsold Lots on the Plan.

44.4 Whilst the Vendor remains the registered proprietor of any Lot on the Plan the Purchaser may not, without the prior written approval of the Vendor which may be given or withheld in the Vendor's absolute discretion, erect or cause to be erected or allow to remain on the Land or any part thereof any advertising board or sign offering any part of the Land for sale or lease.

44.5 This special condition shall not merge on completion of this Contract.

45. Vendor may assign Contract

45.1 The Vendor may without the Purchaser's consent:

(a) assign the Vendor's rights and obligations under this contract to another party; and

(b) mortgage, encumber or otherwise deal with its rights and interests under this contract.

45.2 If the Vendor assigns the Vendor's rights and obligations under this contract to another party:

(a) on receipt of notice of the assignment from the Vendor, the Purchaser is deemed to have consented to the assignment and the Purchaser must perform the Purchaser's obligations under this contract in favour of the other party; and

(b) the Purchaser must do whatever is necessary to assign the contract and to give the other party the benefit of any Bank Guarantee or Deposit Bond (including providing

any necessary consent to allow a transfer of any Bank Guarantee or Deposit Bond to the other party) or provide a replacement Bank Guarantee or Deposit Bond in the name of the other party, as directed by the Vendor or the other party to be held by the other party's legal practitioner in accordance with special condition 19 and the provisions of the SLA as if the Bank Guarantee or Deposit Bond was cash; and

(c) the Purchaser must promptly execute and deliver a deed in the form required by the Vendor or the other party confirming the novation or assignment of the contract if required by the Vendor.

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46. Privacy

46.1 The Purchaser acknowledges that while negotiating, preparing, entering into, and performing this contract, the Vendor and/or the Vendor's Agent will collect Personal Information about the Purchaser.

46.2 The Purchaser consents to the Vendor and/or the Vendor's Agent collecting, holding, using and disclosing Personal Information about the Purchaser for the following purposes:

(a) to allow the Vendor to comply with the Vendor's obligations under, associated with and arising in connection with this contract, including any obligations to any third parties, such as the Vendor's financiers or financial advisers (or prospective financiers or financial advisers), any proposed purchasers of the Land (or part of the Land), or any Authority which requires the Personal Information (such as FIRB); and

(b) to facilitate any sale or potential sale or financing or potential financing for the whole or any part of the Land.

46.3 The Purchaser acknowledges that the Personal Information may be disclosed to:

(a) third party contractors and service providers engaged by the Vendor or the Builder for the purpose of:

(i) enabling the Vendor to comply with and fulfil its obligations under or arising under or in connect with the contract; and

(ii) procuring the provision to the Purchaser of the Goods, products and services contemplated by this contract; and

(b) any other person referred to in special condition 46.2 or incidental to the purposes specified in special condition 46.2.

46.4 The Vendor may not disclose Personal Information about the Purchaser to a person outside Australia without the Purchaser's express consent.

46.5 The Vendor will:

(a) take reasonable steps to protect the Personal Information about the Purchaser from misuse, interference and loss and from unauthorised access, modification or disclosure; and

(b) implement, having due regard to generally accepted information security practices, commercially reasonable precautions and measures (both organisational and technical) to preserve the integrity and prevent and detect the corruption and unauthorised access of Personal Information through its information technology systems.

46.6 The Purchaser acknowledges and agrees that collection of the Purchaser's Personal Information is reasonably necessary for the purposes specified in special condition 46.2.

46.7 The Purchaser acknowledges and agrees that the Personal Information held by the Vendor is subject to the Privacy Act and any other applicable privacy laws, and accordingly, the Purchaser may, at any time, request:

(a) access to that Personal Information;

(b) that the Personal Information be deleted or corrected.

The Purchaser should make such a request in writing to the Vendor at the contact details on this contract or as otherwise provided from time to time and the Vendor will respond to any such request within 30 days.

47. Incapacity

47.1 If a party to this contract being a natural person (or if more than one, any one of them) dies or becomes physically or mentally ill or disabled so that in the reasonable opinion of the other party the affected party will be unable to complete this contract in accordance with its terms, then the other party may by notice in writing to the affected party or its representative rescind or terminate this contract.

48. Default interest

48.1 If the Purchaser defaults in payment of any money under this contract:

(a) the Purchaser must pay Default Interest to the Vendor;

(b) Default Interest will be calculated on the money overdue during the period of default until Settlement;

(c) Default Interest is payable without a demand or any written notice (including a default notice in accordance with general condition 27) from the Vendor; and

(d) the Vendor's other rights remain unaffected.

49. Air Space & Protrusions

49.1 The Purchaser acknowledges that the Vendor does not purport to pass title to or any right in respect of the air space at or above the Property or Protrusions if the Protrusion is built outside the Land.

49.2 The Purchaser acknowledges that the Vendor may, at its sole discretion, retain all rights in respect of the air space on the Land or the Property.

49.3 The Vendor may enter into any arrangements with any third party regarding the Protrusions or air space above the Land or the Property and the Purchaser buys the Property subject to those arrangements.

49.4 The Purchaser acknowledges that:

(a) the title to the Property may be limited in height as set out in the Plan;

(b) the Vendor may do works which affect air space above the Property;

(c) those works may affect the light and air available to the Property or the Building; and

(d) the Purchaser only has the rights to light and air applicable to the Property as set out in the Plan.

49.5 The Purchaser must not make any requisition or objection, Claim, claim any compensation or damages, refuse to pay the Residue or delay Settlement because of any matter referred to in this special condition.

50. Election of Colour Scheme

50.1 The Purchaser is required to elect the Colour Scheme for the Property upon execution of this Contract.

50.2 If the Purchaser does not elect the Colour Scheme at the time of execution of this Contract or within 30 days of the Day of Sale the Purchaser is deemed to accept the Vendor's choice of Colour Scheme for the Property.

51. Car Park & Storage Lots

51.1 The Purchaser acknowledges that a Carpark Lot can only be used for the purpose of parking a motor vehicle. The Purchaser will not use a Carpark Lot for storage of goods or for other similar use or for any other purposes.

51.2 The Purchaser acknowledges and agrees that the means of ingress and egress to the car park and to each Carpark Lot from the street will be via a car lift located on the ground floor.

51.3 The Purchaser acknowledges that a Storage Lot can only be used as a storeroom for the storage of general domestic furniture, goods and chattels and for no other purpose.

52. Section 173 Agreements

52.1 Without limiting special condition 14, the Purchaser acknowledges and understands that the Council and other Authorities may require the Vendor to enter into agreements pursuant to Section 173 of the *Planning and Environment Act* 1987 including in relation to those matters set out in this special condition.

52.2 The Vendor has entered into the Existing Section 173 Agreement that requires the Vendor and the Owners Corporation (as the Vendor's successor in title) to be responsible for the repair, maintenance and upkeep of parts of the Building, being those design features that project over the Land boundaries and into Crown airspace.

52.3 As set out in the Planning Permit and the Vendors Statement, Melbourne Water requires, as a condition of its approval to the Building, that a further Section 173 Agreement be entered into, prior to the completion of the Works, with Council and Melbourne Water, the purpose of which is to:

(a) identify those floors below flood level; and

(b) promote the future fitout of floors below flood level so as to minimise asset damage.

52.4 The Vendor believes that, Council may also require the Vendor to enter into a further Section 173 Agreement that provides that only a registered proprietor of a Prime Lot can acquire a Car Park Lot or Storage Lot.

52.5 The Purchaser hereby consents and authorises the Vendor to agree to the Section 173 Agreements referred to in special conditions 52.3 or 52.4 or to enter into such further agreements in whatever form the Council or other Authorities may require.

52.6 The Purchaser must not make any requisition or objection, Claim, claim any compensation or damages, refuse to pay the Residue or delay Settlement or rescind or terminate this contract because of any matter referred to in this special condition.

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53. Substation

53.1 The Purchaser acknowledges that Vendor or the Owners Corporation may be required to grant leases, licences, easements or such other rights as may be required by the electricity supplier in respect of any electricity supply to the Building on such terms and conditions acceptable to all relevant parties.

53.2 The Purchaser further acknowledges that the electricity supplier may lodge a caveat over the Common Property or any Lot on the Plan in respect of such lease, licence, right or interest the electricity supplier may have as a consequence of the existence of such substation or as a consequence of the manner in which electricity is supplied to the Building.

53.3 The Purchaser buys the Property subject to any such caveat as referred to in special condition 53.2 and the Purchaser cannot demand or require the Vendor to remove such caveat.

53.4 The Purchaser must not make any requisition or objection, Claim, claim any compensation or damages, refuse to pay the Residue or delay Settlement or rescind or terminate this contract because of any matter referred to in this special condition.

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54. Flood Level

54.1 The Purchaser acknowledges and understands that:

(a) there is a designated flood level of RL 1.6 metres to Australian Height Data, in respect to the Land based on a probability of flood of 1% in any one year. The Land is and will be, as a consequence of such designated flood level, subject to an Inundation Overlay under the relevant planning scheme;

(b) the ground level of the Building will be below the designated flood level by an average 0.30m;

(c) the Building has been designed and will be constructed in the manner required by law and the relevant Authorities, to take account of the designated flood level;

(d) part of the ground floor and, in particular, the lift shafts that extend below ground level may be affected by a flood; and

(e) the Vendor, based on expert advice obtained, has taken all legally required steps to provide the means by which the lifts and the Building may be protected from flood or to minimise the potential for damage to lifts or the Building, in the event of a flood.

54.2 The Purchaser must not make any requisition or objection, Claim, claim any compensation or damages, refuse to pay the Residue or delay Settlement or rescind or terminate this contract because of any matter referred to in this special condition.

55. Crown Airspace

55.1 The Purchaser acknowledges and understands that:

(a) there are architectural features in part of the Building that project over title boundaries into Crown airspace;

(b) the Vendor has obtained the required consents and permission to allow such architectural features to project into Crown airspace, including entering into the Existing Section 173 Agreement;

(c) a licence agreement may need to be entered into with the Department of Sustainability & Environment in respect to the Crown airspace either by the Owners Corporation or the Vendor and, if the Vendor the Owners Corporation will take over all rights and responsibilities under the licence as the Vendor's successor in title; and

(d) as the architectural features are part of the Building, the Owners Corporation will become responsible for the maintenance and preservation of such architectural features and will be required and responsible to ensure that they are properly and well maintained so they do not pose any danger to the public using the Crown land below such architectural features.

55.2 The Purchaser must not make any requisition or objection, Claim, claim any compensation or damages, refuse to pay the Residue or delay Settlement or rescind or terminate this contract because of any matter referred to in this special condition.

56. Continuing Works

56.1 The Purchaser acknowledges and understands that:

(a) there may be continuing surveying, engineering and construction works on the Land in respect to any of the Lots on the Plan other than the Property and the Vendor, the Builder or any other builder, tradesperson or consultant engaged by the Vendor may erect fences, barriers or signs or need to access the Building or any part of the Land after the Settlement Date and the Purchaser hereby grants to the Vendor, the Builder or any other builder, tradesperson or consultant engaged by the Vendor, an irrevocable right of access to the Building, including the Common Property after settlement for those purposes; and

(b) the Vendor, the Builder or any builder, tradesperson or consultant engaged by the Vendor may need access to the Property or to the Building after the Settlement Date to carry out rectification and repair works to the Property or to another Lot on the Plan and the Purchaser hereby grants to the Vendor, the Builder or any other builder, tradesperson, or consultant engaged by the Vendor an irrevocable right and entitlement of access to and to enter the Property, the Building or the Common Property after the Settlement Date for those purposes.

56.2 The Purchaser agrees and undertakes not to:

(a) object to the Builder or any other builder, tradesperson or consultant engaged by the Vendor from having access to the Property and the Building, including the Common Property;

(b) object to, hinder, prevent, obstruct or do any act or thing that may prevent or interfere with works being carried out by the Builder or any builder, tradesperson or consultant

engaged by the Vendor and any inconvenience, nuisance, disruption, dust, noise, vibration, loss of amenity or discomfort that may arise from those works;

(c) institute proceedings or claim any compensation for any matter arising in respect of works being carried out or any inconvenience, nuisance, disruption, dust, noise, vibration, loss of amenity or discomfort arising from those works; and

(d) vote for any resolution proposed by the Owners Corporation, the passing of which would prohibit, curtail or inhibit the rights of the Vendor pursuant to this clause.

56.3 The Purchaser will use its best endeavours to co-operate with the Builder, the Vendor or any builder, tradesperson or consultant engaged by the Vendor to enable any works to be carried out to the Building or the Property in a way that does not hinder, obstruct, delay or prevent such work from being carried out as expeditiously as possible.

56.4 The Purchaser acknowledges that this special condition will not merge on settlement and will continue to bind the Purchaser and the Purchaser's successors in title and any sale, transfer or disposition of the Property will include a condition whereby the purchaser, transferee or grantee and their successors agree to be bound by this special condition.

56.5 The Purchaser must not make any requisition or objection, Claim, claim any compensation or damages, refuse to pay the Residue or delay Settlement or rescind or terminate this contract because of any matter referred to in this special condition.

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57. Balcony Licence Lots

57.1 The Purchaser acknowledges and understands that if the Property is one of the Balcony Licence Lots that the balcony/terrace forming part of the Lot, will need to be accessed by cleaners and maintenance personnel from time to time to enable access to the parts of the Building to clean or maintain the windows and exterior of the Building.

57.2 In order to ensure that maintenance and cleaning personnel will have continuing access to the balcony/terrace, the Vendor will, prior to settlement, grant to the Owners Corporation an irrevocable licence for 99 years (**Balcony Access Licence**) over the balcony/terrace of all the Balcony Licence Lots solely for the purposes of enabling such maintenance and cleaning personnel to access the balcony/terrace in order to carry out their cleaning and maintenance duties on the Building.

57.3 The Purchaser buys the Property subject to and encumbered by such Balcony Access Licence which will run with the title to the Property.

57.4 The Balcony Access Licence will affect all the Balcony Licence Lots and will provide that:

(a) no licence fee is payable, other than the initial peppercorn licence fee, for the term of the Balcony Access Licence;

(b) access to the Property (if it is a Balcony Licence Lot) and the other Balcony Licence Lots will be strictly limited to the balcony/terrace and will solely be for the purposes of access to enable the window cleaning and maintenance of the exterior of the Building to take place;

(c) at least 24 hours prior notice will be given, except in the case of an emergency;

(d) the Purchaser will not obstruct any cleaners or maintenance personnel from carrying out of their duties under the Balcony Access Licence and covenants to co-operate

with the Owners Corporation and to do all things that are reasonably necessary to enable such personnel to carry out their duties;

(e) the Owners Corporation will, under the Balcony Access Licence, be entitled to sub-licence its rights of access to any maintenance contractors to carry out the cleaning and/or maintenance of the windows or exterior of the Building without the Purchaser's consent;

(f) the Balcony Access Licence will bind the Vendor, Purchaser, and their transferees, assigns and successors in title; and

(g) if the Purchaser does any act or thing that is in breach of its obligations under the Balcony Access Licence and/or prevents access or hinders the cleaning or maintenance personnel from carrying out their contracted duties and functions, the Purchaser agrees to indemnify and keep indemnified the Owners Corporation against any extra or additional costs incurred by the Owners Corporation as a consequence of such breach or action.

57.5 If the Property is a Balcony Licence Lot the Purchaser must ensure that it informs its transferees, assigns and successors in title of the obligations of the Balcony Access Licence and the Purchaser will ensure that it is a condition of any sale, transfer or disposition of the Property that the Purchaser, assignee, grantee and their successors in title agree to be bound to this Balcony Access Licence.

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58. Release of Security interest

58.1 The Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that:

(a) the Purchaser intends to use predominantly for personal, domestic or household purposes that has a market value of not more than $5,000.00 (per item) or, if a greater amount is prescribed for the purposes of section 47(1) of the PPSA, not more than that prescribed amount; or

(b) is sold in the ordinary course of the Vendor's business of selling personal property of that kind;

unless:

(c) the personal property is of a kind that the regulations provide may or must be described by serial number in the Register; or

(d) the Purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

58.2 The Purchaser acknowledges and agrees that this contract does not include personal property that:

(a) the Purchaser intends to use predominantly for personal, domestic or household purposes; and

(b) has a market value of more than $5,000.00 per item of personal property (or, if a greater amount has been prescribed for the purposes of section 47(1) of the PPSA, more than that prescribed amount).

58.3 Notwithstanding special condition 58.4, the Vendor is not required to ensure that the Purchaser receives a release in respect of:

(a) the Land; or

(b) any personal property which a buyer is deemed, by section 47 of the PPSA to take free of a security interest.

58.4 Notwithstanding general condition 7.2, where:

(a) following settlement any part of the Property would be subject to a security interest to which the PPSA applies; and

(b) at least 21 days before the due date for settlement, the Purchaser advises the Vendor of any security interest that is registered on or before the date of sale on the Register, which the Purchaser reasonably requires to be released;

then, the Vendor must use reasonable endeavours to ensure that at or before settlement, the Purchaser receives, at the Vendor's option, one of the following:

(c) both:

(i) a release from the secured party releasing the property from the security interest that is in writing and effective in releasing the goods from the security interest and be in a form which allows the Purchaser to take title to the goods free of that security interest; and

(ii) if the property being released includes goods of a kind that are described by serial number in the Register, a written undertaking from a secured party to register a financing change statement to reflect that release; or

(d) a statement in writing from the secured party in accordance with section 275(1)(b) of the PPSA setting out that the amount or obligation that is secured is nil; or

(e) a written approval or correction from the secured party in accordance with section 275(1)(c) of the PPSA indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

58.5 If the Purchaser receives a release or undertaking directly from the secured party the Purchaser must provide the Vendor with a copy of the release at or as soon as practicable after settlement.

58.6 If the Vendor is unable to comply with any obligation to procure one of 58.4(c), 58.4(d) or 58.4(e) before Settlement, it will use reasonable endeavours to do so as soon as practicable after Settlement.

58.7 The Purchaser is not entitled to make any requisition or objection, Claim, claim any compensation or damages, refuse to pay the Residue or delay settlement or rescind or terminate this Contract if the Purchaser has not received a release, undertaking, statement or approval under special condition 58.4 or otherwise as a result of anything referred to in this special condition.

58.8 Words and phrases which are defined in the PPSA have the same meaning in this special condition unless the context requires otherwise.

Annexure 1

Guarantee and Indemnity

By of **(Guarantor)**

in favour of SPG 248 City Road Landowner Pty Ltd (ACN 167 207 436) of 245 City Road, Southbank, Victoria, 3006. **(Vendor)**

Recitals

A The Vendor proposes to enter into the attached contract of sale of real estate **(contract)** with the Purchaser named in the contract **(Purchaser)**.

B In consideration of the Vendor entering into the contract, the Guarantor has agreed to guarantee the Purchaser's performance of the contract and indemnify the Vendor in accordance with this guarantee and indemnity.

Operative provisions

1. Guarantee and indemnity

1.1 In consideration of the Vendor entering into this contract at the Guarantor's request, the Guarantor:

(a) guarantees the punctual payment of all money which the Purchaser must pay the Vendor under the contract, including any costs which the Purchaser must pay because of any default;

(b) guarantees the observance and performance of the Purchaser's obligations under the contract; and

(c) indemnifies the Vendor and agrees to keep the Vendor indemnified against all losses, damages, costs, charges and expenses of any kind whatsoever which the Vendor may incur or suffer because of a default by the Purchaser in payment of any money or the observance or performance of any term or condition of the contract.

1.2 Any money payable under the contract which may not be recoverable from the Purchaser must be paid by the Guarantor to the Vendor upon demand. The Guarantor must pay that money to the Vendor even if the Vendor knows or should have known that the money cannot be recovered from the Purchaser.

1.3 The Guarantor's liability under this guarantee and indemnity shall not be affected by any of the following:

(a) the granting of any concession to the Purchaser or to any other party;

(b) any compounding of the obligations of the Purchaser or any other party;

(c) any release or discharge of the obligations of the Purchaser or any other party from liability under the contract;

(d) any change to or renewal of any securities, assets or any of the Vendor's rights;

(e) anything done or not done by the Vendor in exercising its rights under this contract;

(f) anything which might affect this guarantee and indemnity but for this sub-clause;

(g) the Vendor obtaining a judgment against the Purchaser in any Court for payment of any money owing by the Purchaser;

(h) the Vendor agreeing to the Purchaser making an assignment for the benefit of the Purchaser's creditors or any arrangement with creditors under any insolvency laws;

(i) any other person giving or failing to give the Vendor an indemnity or to guarantee the Purchaser's obligations under the contract;

(j) the Purchaser's liability ending for any reason;

(k) the invalidity of any indemnity, guarantee or security held by the Vendor for the Purchaser's or the Guarantor's obligations;

(l) the Purchaser assigning its interest under the contract to another person;

(m) any alteration or extension of the contract and this guarantee and indemnity, whether or not the Purchaser or the Guarantor has agreed to the alteration or extension; or

(n) any arrangement made between the Vendor and Purchaser with or without the consent of the Guarantor.

1.4 The Guarantor's liability extends to any money which the Purchaser has paid the Vendor and which the Vendor has repaid or been required by law to repay for any reason.

1.5 This guarantee and indemnity will remain in force until the Guarantor has paid the Vendor the full amount for which the Guarantor or Purchaser is liable to pay under or pursuant to the contract.

1.6 This guarantee and indemnity continues beyond termination of the contract and does not expire at that time.

2. Joint and several liability

2.1 Where the Guarantor consists of more than one person, the obligations on the Guarantor in this guarantee and indemnity binds all of those persons jointly and each of them severally.

2.2 The Vendor may enforce its rights under this guarantee and indemnity and proceed against any one or more of the persons named as Guarantor in the manner, order and at the times the Vendor determines in its discretion. The Vendor is not required to enforce its rights or proceed against all of the persons named as the Guarantor.

2.3 A notice given by the Vendor to any one Guarantor is to be considered to have been given to all of the persons named as the Guarantor.

2.4 A reference to the Guarantor is a reference to all of the persons named as the Guarantor together and each of them separately.

2.5 This guarantee and indemnity binds each of the persons who execute it as a Guarantor even if:

(a) any one or more of the other persons named as a Guarantor do not execute this guarantee and indemnity; or

(b) execution by one or more of those other persons is or becomes void, voidable, illegal or unenforceable.

3. Enforceability of guarantee and indemnity

3.1 The Vendor may enforce this guarantee and indemnity without first taking any action against the Purchaser.

3.2 This guarantee and indemnity is enforceable despite:

(a) any delays, acts or omissions by the Vendor;

(b) the Vendor's loss of any indemnity, guarantee or security

3.3 The Vendor may determine when it will enforce this guarantee and indemnity in its absolute discretion.

4. Bankruptcy or liquidation of Purchaser

4.1 If the Purchaser is declared bankrupt or goes into liquidation, the Guarantor must not prove in any bankruptcy or liquidation in competition with the Vendor.

4.2 The Guarantor allows the Vendor:

(a) to prove for all money which the Purchaser owes the Vendor in relation to or in connection with, the contract; and

(b) to hold a suspense account and appropriate any money received from the bankruptcy or liquidation of the Purchaser until the Vendor has received all the money which the Purchaser owes it under or pursuant to or arising from the contract.

4.3 The Guarantor waives all its rights against the Vendor, the Purchaser and any other person or thing as far as this is necessary to give effect to this guarantee and indemnity.

5. Other security

5.1 This guarantee and indemnity does not affect and is not affected by any other security held or which may be held by the Vendor for any money due under the contract.

5.2 Any other security held for the performance of the Purchaser's obligations under the contract is deemed to be collateral with this guarantee and indemnity.

5.3 The Guarantor will not claim the benefit of any security against the Vendor in any proceedings or seek the transfer of any security against the Vendor.

6. Benefit to Guarantor

6.1 The Guarantor agrees that it is benefited by the Vendor entering the contract with the Purchaser.

7. Demands under guarantee and indemnity

7.1 A demand made by the Vendor under this guarantee and indemnity may be signed by the Vendor's Legal Practitioner or the Vendor's Agent on its behalf.

8. Notices

8.1 All notices must be:

(a) in legible writing and in English;

(b) addressed to the Guarantor at the address or facsimile number (if any) in this guarantee and indemnity or to any other address or facsimile number notified by Guarantor in writing.

(c) sent to the recipient by hand, prepaid post (airmail if to or from a place outside Australia) or facsimile.

8.2 Without limiting any other means by which a party may be able to prove that a notice has been received by the other party, a notice will be considered to have been received:

(a) if sent by hand, when left at the address of the recipient;

(b) if sent by pre-paid post, 3 Business Days (if posted within Australia to an address in Australia) or 10 Business Days (if posted from one country to another) after the date of posting; or

(c) if sent by facsimile, on receipt by the sender of an acknowledgment or transmission report generated by the sender's machine indicating that the whole facsimile was sent to the recipient's facsimile number

but if a notice is served by hand, or is received by the recipient's facsimile on a day that is not a Business Day, or after 5.00 pm on a Business Day, the notice will be considered to have been received by the recipient at 9.00 am on the next Business Day.

9. General

9.1 This guarantee and indemnity is governed by the laws of the State of Victoria, Australia and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of the State of Victoria, Australia.

9.2 Time is of the essence in relation to the performance of the Guarantor's obligations under this guarantee and indemnity.

9.3 The Guarantor acknowledges that the provisions of this guarantee and indemnity are fair and reasonable in the context of a guarantee and indemnity of this type.

9.4 This guarantee and indemnity is the entire agreement of the parties about the subject matter of this guarantee and indemnity and supersedes all other representations, negotiations, arrangements, understandings or agreements and all other communications.

Execution

Executed as a deed on day of 20

Signed by

in the presence of:

Signature of witness	Signature of Guarantor

Name of witness (please print)

Annexure 2

Schedule of Estimated Land Values

Apartment Lot No.	Price	Percentage of Actual Construction Works	Estimated Land Value	Estimated Construction Cost

Annexure 3

Proposed Owners Corporation Rules

Owners Corporation Rules

Plan of Subdivision Number 630696T

Bella Apartments, 248-254 City Road, Southbank

Contents

Rules

1 Definitions

Additional rules

In these Rules unless the context requires otherwise:

(1) **Act** means the Owners Corporations Act 2006;

(2) **Authority** includes any:

(a) government or semi-government authority in any jurisdiction, whether federal, state, territorial or local;

(b) provider of public utility services, whether statutory or not; and

(c) other person, authority, instrumentality or body having jurisdiction, rights, powers, duties or responsibilities over the Development or any part of it or anything in relation to it;

(3) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;

(4) **Commercial Lot** means a Lot on the ground level of the Development (as set out in the Plan of Subdivision) that is not used for residential purposes;

(5) **Common Property** means all of the land shown as common property on the Plan of Subdivision and includes all facilities, structures, plant, equipment, fittings, fixtures, improvements and other items on or forming part of that common property;

(6) **Contaminant** means anything:

(a) which presents or may present a direct or indirect risk or harm to human health or the Environment; or

(b) which makes or may make the condition of a Lot or Common Property or any nearby land or property:

(i) unsafe, unfit or harmful for habitation or occupation by persons or animals;

(ii) degraded in their capacity to support plant life;

(iii) otherwise environmentally degraded; or

(iv) such that it does not satisfy either the contamination criteria or standards published or adopted by any Authority from time to time or any Environmental Law;

(7) **SPG** means SPG 248 City Road Landowner Pty Ltd ACN 167 207 436

(8) **Common Property No.2 Occupiers** means all occupiers of the apartments in

the Residential Tower Apartments;

(9) **SPG Licence** means the usage license granted by the Owners Corporation Common Property No.2 for the purpose of permitting an operator to access and use the common areas in the development for the operation of a Serviced Apartment Business.

(10) **Development** means all of the land and improvements comprised in the Plan of Subdivision;

(11) **Environment** means the physical factors of the surroundings of human beings including the land, waters, atmosphere, climate, sound, odours, tastes, the biological factors of animals and plants and the social factors of aesthetics;

(12) **Environmental Laws** means all Laws and regulations, environmental protection policies, directions, standards and guidelines of any Authority or other body regulating or otherwise relating to the Environment, including without limitation any Law relating to land use, planning, heritage, coastal protection, water catchments, pollution of air or waters, noise, soil or ground water contamination, chemicals, waste, use of hazardous or dangerous goods or substances, underground petroleum storage systems, building regulations, public and occupational health and safety or noxious trades and all licences, approvals, consents, permissions or permits issued by any Authority of an environmental nature and includes the Environment Protection Act 1970, State Environmental Protection Policy (Groundwaters of Victoria), Dangerous Goods Act 1985, Dangerous Goods (Storage and Handling) Regulations 2000 and the Dangerous Goods (Storage and Handling) Code of Practice;

(13) **GST** means GST as defined in the GST Act;

(14) **GST** Act means A New Tax System (Goods and Services Tax) Act 1999;

(15) **Keys** includes a key, magnetic card, swipe card or any other device that is used to open and close any door, lock, gate or mechanism in relation to any Common Property;

(16) **Law** means all laws including common law, Acts of Parliament, Environmental Laws, regulations, codes, policies, by-laws, licences, consents, permits, approvals and anything analogous to them;

(17) **Loss** includes any cost (including legal fees and disbursements on a full indemnity basis), liability, loss, fine, penalty, suit, claim, expense, injury, death or damage;

(18) **Lot** means a lot on the Plan of Subdivision;

(19) **Lower Lots** means Lots situated on or below level 15 of the Development (but excluding lots in the north tower of the Development);

(20) **Notice** means a notice or other communication connected with these Rules and given in accordance with Rule 19;

(21) **Occupier** includes a Lot owner, an occupier of a Lot, a tenant under a lease or sub-lease of a Lot, a licensee of a Lot and any other person who is in possession of a Lot, occupation of a Lot or is more than what would reasonably be considered a temporary guest in a Lot;

(22) **Owners Corporation** means the owners corporations incorporated on registration of the Plan of Subdivision;

(23) **Plan of Subdivision** means plan of subdivision number PS 630696T;

(24) **Bella SA Occupier** means occupiers of the apartments operated by SPG in the Development;

(25) **Regulations** means the Owners Corporations Regulations 2007;

(26) **Rules** means these rules as amended from time to time;

(27) **Service** includes all services of any nature from time to time provided to a Lot or to the Common Property or available for use by an Occupier, including any

(a) energy source, lighting, gas, fuel, electricity, power, telephone, water, sewerage, ventilation, drainage, air conditioning, hydraulic, elevator and security services;

(b) all plant rooms, thermostats, water controls, electricity controls, light controls, heating and cooling controls, ventilation systems, air conditioning systems and ducting;

(c) all fixtures, fittings, appliances, plant and equipment, fire services, sprinkler systems or devices and all other services or systems; and

(d) any services or systems from time to time utilised for access to the Development,

whether or not they are owned by the Owners Corporation; and

(28) **Serviced Apartment** means serviced apartment, residential hotel room or similar form of accommodation.

2 Interpretation

Additional rules

2.2 Rules are in addition to Regulations

Each owner and occupier acknowledges that the additional Rules set out below:

(1) are not inconsistent with;

(2) do not limit a right or avoid an obligation under; and

(3) add to, the model rules set out in the Regulations.

2.3 References

In these Rules:

(1) reference to:

(a) one gender includes the others;

(b) the singular includes the plural and the plural includes the singular;

(c) a person includes a body corporate;

(d) a party includes the party's executors, administrators, successors and permitted assigns;

(e) a thing includes the whole and each part of it separately;

(f) a statute, regulation, code or other law or a provision of any of them includes:

(g) any amendment or replacement of it;

(h) another regulation or other statutory instrument made under it, or made under it as amended or replaced; and

(i) dollars means Australian dollars unless otherwise stated;

(2) "including" and similar expressions are not words of limitation;

(3) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;

(4) headings and any table of contents or index are for convenience only and do not form part of these Rules or affect their interpretation;

(5) a provision of these Rules must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Rules; and

(6) if an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

2.4 Authorisations extend to agents

Each Occupier acknowledges that any right or authority of the Owners Corporation extends to any third party that the Owners Corporation authorises to exercise that right or authority on its behalf.

2.5 Consents

(1) Any consent or approval given by the Owners Corporation is not effective unless it is given in writing.

(2) Each Occupier acknowledges that it must not act on any verbal consent or approval received by the Owners Corporation unless and until it has been confirmed in writing.

(3) Wherever the consent or approval of the Owners Corporation is required, then unless expressly specified elsewhere in these Rules, the Owners Corporation:

(a) must be given reasonable Notice of the request; and

(b) can delay, refuse or grant the consent or approval subject to any conditions which it deems fit in its absolute discretion.

(4) If the consent or approval of the Owners Corporation is given to an act, matter or thing, then the Owners Corporation:

(a) may revoke that consent at any time, even if it was not expressed to be limited in time; and

(b) did not consent to the act, matter or thing in an ongoing manner or in any

way give its consent to any repeat of the act, matter or thing.

3 Compliance extends to invitees

Additional rules

3.1 Tenants

An Occupier must not let any person use its Lot or enter into occupation (whether by means of lease, licence or otherwise) or transfer ownership of its Lot unless that person first covenants with the Occupier to comply strictly with these Rules and any other rules which may be in force at any time from time to time with respect to that Lot and to the Development.

3.2 Guests

(1) An Occupier must ensure that any person who is:

(a) invited on the Common Property;

(b) under the Occupier's care or control;

(c) a guest of the Occupier;

(d) given access to the Development; or

(e) otherwise on or in the Development as a result of the Occupier's occupation,

complies with all Rules regulating behaviour within the Development.

(2) Breach by any person referred to in Rule 3.2(1) of any Rule regulating behaviour within the Development is deemed to be a breach by the Occupier of the relevant Rule, irrespective of whether the Occupier was physically with the person at the time that the breach occurred.

4 Health, safety and security

4.1 Health, safety and security of Lot owners, occupiers of Lots and others Model Rule

(1) A Lot owner or occupier must not use a Lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another Lot.

Additional rule

(2) An Occupier must not use a Lot or the Common Property for any purpose which may:

(a) be contrary to any Law;

(b) adversely affect the reputation of the Development;

(c) be reasonably likely to cause or contribute to any nuisance or hazard.

(d) to be used as a serviced apartment other than the SPG licenced.

Additional rule

4.2 Security

(1) The Owners Corporation may take measures to ensure the security of the Common Property and any Lots from fire, flood or other hazards and may (without limitation):

(a) close off any part of the Common Property not required as the only access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Occupiers of any part of the Common Property;

(b) permit any designated part of the Common Property to be used by any security person or representative of the Owners Corporation to the exclusion of Occupiers as a means of monitoring security and general safety of any Lot or Common Property, either solely or in conjunction with other Lots;

(c) install and operate on the Common Property closed circuit television monitoring devices, audio-visual cameras and other audio-visual surveillance devices to monitor the security, safety and use of Common Property and Lots;

(d) restrict by means of a Key the access of Occupiers to any Common Property;

(e) restrict by means of a Key the access of Occupiers of one level of the Development to any other level of the Development; and

(f) cancel any Key where (without limiting the circumstances in which the Owners Corporation may cancel a Key) an Occupier is in arrears in payment of Owners Corporation levies in excess of 2 payments.

(2) An Occupier must:

(a) comply with any action or direction taken by the Owners Corporation in relation to the security or safety of the Common Property and Lots;

(b) make sure that all fire and security doors, gates and other doors are properly closed after use;

(c) not do anything that may interfere with the security or safety of the Common Property or a Lot; and

(d) not interfere with any closed circuit television monitoring devices, audio-visual cameras and other audio-visual surveillance devices.

(3) All Apartment Keys remain the property of each individual Owner and an Occupier must:

(a) keep Keys which has been allocated to it safe;

(b) immediately report the loss of any Key to the Owner;

(c) immediately notify the Owners Corporation of any person who is not an owner of a Lot to whom a Key has been made available;

(d) not copy any Key;

(e) ensure that only the Owner has authority to replace any Key;

4.3 Storage of flammable liquids and other dangerous substances and materials Model rules

(1) Except with the approval in writing of the Owners Corporation, an owner or occupier of a Lot must not use or store on the Lot or on the Common Property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to:

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Additional rules

(3) An Occupier must only keep any substance permitted under Rule 4.3(2):

(a) at its own risk in all things; and

(b) provided that doing so does not breach any other Rule.

(4) An Occupier must:

(a) not in any way interfere with fire safety equipment;

(b) comply with all Laws about fire safety and control;

(c) ensure that all fire safety equipment in its Lot is at all times operational;

(d) install as required by Law, properly maintain and at least once each month test smoke detectors in its Lot;

(e) participate in any fire drills or evacuation procedures;

(f) immediately notify the Owners Corporation if any fire monitoring or safety equipment appears damaged, tampered with or not functioning;

(g) take all reasonable precautions to prevent false alarm call outs to any fire brigade; and

(h) pay on demand all costs incurred as a result of a false alarm call out to any fire brigade that it causes or contributes to.

4.4 Waste Disposal Model rule

(1) An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other Lots.

Additional rules

(2) An Occupier must:

(a) not deposit, throw, leave or store any rubbish, dirt, dust, sweepings, waste or any other material that is reasonably likely to interfere with the peaceful enjoyment by any person of any Lot or Common Property other than in:

(i) proper, securely wrapped parcels that will retain all odours, liquids and emissions; and

(ii) the areas specified for such purpose by the Owners Corporation;

(b) not allow or arrange for delivery or collection of goods or rubbish other than at times approved of by the Owners Corporation in writing;

(c) take all reasonable precautions to keep its Lot and the Common Property free from rodents, vermin, insects and other pests;

(d) completely drain all glass items and deposit them unbroken in the area designated for glass by the Owners Corporation;

(e) deposit all recyclable items in the area designated for recyclable items by the Owners Corporation; and

(f) neatly break down and collapse all cardboard boxes and other packaging before depositing them in the areas designated by the Owners Corporation so that they take up as little space as reasonably possible.

5 Management and administration

5.1 Metering of services and apportionment of costs of services

Model rules

(1) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a Lot owner or occupier that is more than the amount that the supplier would have charged the Lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Lot owner or occupier an amount which

includes any amount that is able to be claimed as a concession or rebate by or on behalf of the Lot owner or occupier from the relevant supplier.

(3) Rule 5.1(2) does not apply if the concession or rebate:

(a) must be claimed by the Lot owner or occupier and the Owners Corporation has given the Lot owner or occupier an opportunity to claim it and the Lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the Lot owner or occupier as a refund.

Additional rules

5.2 Services generally

(1) An Occupier must:

(a) only use a Service supplied through meters in the Development, except in the case of emergency or failure of supply, where safe alternative sources of energy may be used (and without limitation, a naked flame is not a safe alternative);

(b) give immediate Notice to the Owners Corporation of any accident to or fault in a Service of which it becomes aware;

(c) pay on demand for Services for Common Property;

(d) where its Lot is not separately metered for any Service, pay on demand the portion of the relevant Service and any supply charges equal to the proportion that the unit liability of its Lot has to the total unit liability of all Lots that benefit from the Service;

(e) not enter into any plant room, machine housing, water disposal room, electricity switch room, machinery room in or on the Common Property servicing a Lot or Common Property;

(f) not adjust, interfere with or modify any Service in or on the Common Property;

(g) not use any water closets, conveniences and other water apparatus including waste pipes and drains for any purpose other than those for which they were constructed; and

(h) not do anything whether within or outside its Lot that may interfere with, impair, reduce or diminish:

(i) any support or shelter provided by its Lot or any Common Property;

(ii) the structural integrity of its Lot or any Common Property; or

(iii) the location, protection or passage of any Service through its Lot or any Common Property.

(2) An Occupier must not interfere with or inhibit from operating any channel, ventilation vent, duct or closure within a Lot.

Additional rules

5.3 Air conditioning

(3) Without limiting Rule 5.2, an Occupier is responsible for repairing, maintaining and if necessary replacing any air conditioning equipment (including the unit, condenser and any items necessary to power and run the unit and condenser):

(a) that exclusively services its Lot;

(b) strictly in accordance with all manufacturer's directions and requirements; and

(c) by engaging suitably qualified, insured and experienced tradespeople to do so.

(4) Where any air conditioning equipment is located on or passes over Common Property, an Occupier must obtain the consent of the Owners Corporation before accessing that equipment.

6 Use of Common Property

Model rules

6.1 Use of Common Property

(1) An owner or occupier of a Lot must not obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property.

(2) An owner or occupier of a Lot must not, without the written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the Common Property.

(3) An approval under Rule 6.1 (2) may state a period for which the approval is granted.

(4) If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the Common Property, it must give reasonable Notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a Lot who is keeping an animal that is the subject of a notice under Rule 6.1(4) must remove that animal.

(6) Rules 6.1 (4) and 6.1(5) do not apply to an animal that assists a person with an impairment or disability.

Additional rules

6.2 Special or exclusive use rights

(1) Subject to the Act:

(a) the Owners Corporation may grant any person special or exclusive use rights in relation to parts of the Common Property;

(b) the obligations and restrictions set out in these Rules are subject to any special or exclusive use rights granted by the Owners Corporation; and

(c) if there is any conflict between these Rules and any special or exclusive use rights granted by the Owners Corporation, then the special or exclusive use rights prevail in respect of the person to whom those rights were granted.

(2) An Occupier must not:

(a) use any part of the Common Property over which the Owners Corporation has granted an exclusive use right to another person;

(b) use any part of the Common Property over which the Owners Corporation has granted a special use right to another person in any way which is inconsistent with the use of that part of the Common Property by that other person; or

(c) interfere with a manager or operator performing their duties under any

management agreement entered into with the Owners Corporation.

6.3 Pets and animals

(3) Notwithstanding Rule 6.1(4) but subject to Rule 6.1(6), an Occupier must not, without the written approval of the Owners Corporation, keep any pet or animal on its Lot or on Common Property without first obtaining the approval of the Owners Corporation.

(4) An Occupier must ensure that any pet or animal that is in its Lot or under its effective control:

(a) does not urinate or defecate on Common Property or create any other mess or damage whether by digging, scratching or otherwise;

(b) does not in any way interfere with a person's lawful use any enjoyment of any Lot or Common Property;

(c) is registered and vaccinated as required by any Law;

(d) is at all times restrained by a leash and kept under control; and

(e) is at all times kept within its Lot, other than for the sole purpose of entering or exiting the Development.

(5) An Occupier:

(a) must at all times be present with its pet or animal or any pet or animal under its effective control when on Common Property;

(b) must not take any pet or animal through the main entrance to the Development; and

(c) is responsible for all mess or damage that its pet or animal or any pet or animal under its effective control causes or contributes to.

(6) The Owners Corporation may resolve to have a pet or animal removed from the Development if in the reasonable opinion of the Owners Corporation, the pet or animal:

(a) poses a danger or risk to any person or property; or

(b) has caused or is reasonably likely to cause a disturbance, noise or nuisance.

(7) On receipt of a copy of a resolution made under Rule 6.3(4), an Occupier must immediately remove the pet or animal from its Lot and the Development.

Additional rule

6.4 Smoking

(5) An Occupier must not smoke on any Common Property or otherwise in contravention of any Law.

(6) An Occupier must ensure they and any of their guests do not drop cigarette but's onto any apartments balconies below them.

Additional rule

6.5 Alcohol and glass

An Occupier must not, without first obtaining the Owners Corporation's consent to do so:

(1) consume alcohol on the Common Property; or

(2) take or permit to be taken glassware or other breakable items onto the Common Property (safe transit of those items to a Lot excepted).

(3) the Sheraton 7th floor level has permission to serve alcohol and food to its guests and residents in the apartment buildings.

Additional rule

6.6 Moving goods

(1) An Occupier must not move any bulky or heavy goods, or other goods that may damage or obstruct any part of the Common Property, into or out of the Development:

(a) without first obtaining the Owners Corporation's consent to do so;

(b) if using any of the lifts, unless protective covers have been installed by the Owners Corporation in the lift;

(c) without first making an appointment with the Owners Corporation to be present at the move at least 3 Business Days before the intended move; and

(d) other than strictly in accordance with the directions of the Owners Corporation, which may include a direction to only load and deliver any goods from a rear entrance.

(e) can only use the goods lift off the carpark, for the Residential Tower, Line Apartments must use the lift but share with residents as there is only one lift.

(2) An Occupier must take all reasonable steps to prevent any damage to any Common Property when moving any1hing over Common Property or through the Development.

(3) If damage is caused to any Common Property when moving any1hing over Common Property or through the Development, the Occupier who is responsible for the move must pay on demand the costs of the Owners Corporation to repair the damage.

(4) If an Occupier wishes to move into the Development on a weekend or after hours, that Occupier must pay the costs, expenses and charges that the Owners Corporation's manager has determined to employ or contract staff to oversee this task, to ensure the Common Property is protected.

(5) Weekend and afterhours moves can only be done after payment of the fee approved by the Owners Corporation.

Additional rule

6.7 Signs

An Occupier must not:

(1) erect any sign, notice or advertising (including in relation to the sale or lease of a

Lot) anywhere that it could be visible outside its Lot; or

(2) use its Lot or any part of it or any part of the Common Property for any public announcement.

(3) This does not relate to licenced areas to SPG. (for Hotel Signage)

Additional rule

6.8 Intended use

An Occupier must not use any entrance, passage, stairway, landing, pathway or any part of the Common Property for any purpose other than the purpose for which they are provided or properly available.

Additional rule

6.9 Storage and bicycles

(4) In addition to Rule 7.3(1), an Occupier must:

(a) keep its storage area or storage cage clean, neat and tidy; and

(b) not store any item in its storage area or storage cage that protrudes outside the Lot or designated storage area.

(5) An Occupier must:

(a) only store a bicycle in any area designated for bicycle storage by the Owners Corporation;

(b) not bring any bicycle on to Common Property for any purpose other than storing it in accordance with these Rules; and

(c) not bring any bicycle into any Common Property foyer or lift.

6.10 Vehicles and parking on Common Property Model rule

(6) An owner or occupier of a Lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle:

(a) to be parked or left in parking spaces situated on Common Property and allocated for other Lots;

(b) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or

(c) in any place other than a parking area situated on Common Property specified for that purpose by the Owners Corporation.

Additional rules

(7) An emergency referred to in Rules 6.10(1) and 6.10(4) means a situation where there is a reasonable and present risk of loss of life, injury or damage to property.

(8) Notwithstanding Rules 6.10(1) and 6.10(2), an Occupier must move any motor vehicle or other vehicle off Common Property if requested by the Owners Corporation to do so.

(9) An Occupier must not, unless in the case of an emergency, park or leave a motor

vehicle or other vehicle or permit a motor vehicle or other vehicle to be parked or left:

(a) in an area designated for visitor parking; or

(b) on a Lot not owned by the owner or which the occupier is legally entitled to use.

(10) The Owners Corporation may arrange for any vehicle parked or left in breach of these Rules to be towed away.

(11) The cost of the Owners Corporation to tow away any vehicle will be a debt due to the Owners Corporation, payable on demand by the Occupier that is responsible

(12) for the vehicle gaining access to Common Property, whether or not that Occupier is the registered owner of the vehicle.

(13) An Occupier must not take or permit a motor vehicle or other vehicle on Common Property that may leak or drop oil, coolant, grease, Contaminants or other materials or substances on Common Property or a Lot.

(14) The cost of the Owners Corporation to clean and remove oil, coolant, grease, Contaminants or other materials or substances on Common Property will be a debt due to the Owners Corporation, payable on demand, by the Occupier that is responsible for the vehicle that has dropped the oil, coolant, grease or other materials or substances gaining access to Common Property, whether or not that Occupier is the registered owner of that vehicle.

(15) Any vehicle under the control of an Occupier must:

(a) not at any time exceed 5 kilometres per hour when on Common Property or any slower speed notified by the Owners Corporation from time to time;

(b) not be driven in any manner that is reckless, negligent or dangerous; and

(c) be driven in a manner that observes all signs that are on Common Property in relation to the use of any vehicle.

Additional rule

6.11 Mail

(1) An Occupier must:

(a) clear its mail-receiving box of all material and objects every day, whether the mail, newspapers or advertising material is solicited or not; and

(b) arrange for Rule 6.11(1)(a) to be complied with by another person, should the Occupier be absent for any reason for any period of more than two nights.

(2) The Owners Corporation may remove unsightly build-up in or around any mail-receiving box and/or newspaper receptacle and:

(a) is under no obligation to retain or store anything that is cleared; and

(b) may destroy anything that it removes.

6.12 Damage to Common Property Model rules

(1) An owner or occupier of a Lot must not damage or alter the Common Property without the written approval of the Owners Corporation.

(2) An owner or occupier of a Lot must not damage or alter a structure that forms part of the Common Property without the written approval of the Owners Corporation.

(3) An approval under Rule 6.12(1) or 6.12(2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in Rule 6.12(4) must keep any device, screen or barrier installed in good order and repair.

Additional rule

(6) An Occupier may only install a locking or safety device to protect the Lot against intruders, or a fly screen to prevent entry of animals or insects, after the Owners Corporation has confirmed that the proposed device, screen or barrier is soundly built and is consistent with the colour, style and materials of the Development.

(7) An Occupier may not install additional locks or devices to the main apartment fire door that could cause it to be made non-compliant to the fire regulations annual audit

Additional rules

6.13 Use of the gymnasium

In this Rule 6.13, the word "Occupier" means "Occupier or SPG SA Occupier (except where otherwise noted)".

An Occupier must observe the following rules in relation to the gymnasium.

(1) The gymnasium is used at the risk of an Occupier or Guest and an Occupier and Guest releases the Owners Corporation for any Loss that may be suffered or incurred.

(2) Children under the age of 16 who are under the responsibility of the Occupier are only permitted to use the gymnasium whilst under direct adult supervision.

(3) The gymnasium is for use by Occupiers and their guests only.

(4) No more than two guests per Lot may use the gymnasium at any one time, and those guests must be accompanied by the Occupier at all times.

(5) Sharp objects and glass are not permitted in the gymnasium.

(6) Alcohol and food are not allowed in the gymnasium.

(7) Smoking is not permitted in the gymnasium.

(8) All users of the gymnasium must carry a towel at all times and wipe down

equipment after use.

(9) Hours of use are from Barn to 9pm or otherwise as the Owners Corporation may direct from time to time.

(10) Suitable footwear must be worn to and from the gymnasium.

(11) Socks and gym shoes are to be worn in the gymnasium at all times.

(12) Suitable clothing is to be worn in the gymnasium at all times and swimwear is not suitable clothing.

(13) All lights, televisions, audio equipment and any air conditioning must be turned off when leaving the gymnasium.

(14) The Occupier must not use the gymnasium unless the Occupier has completed induction and safety training. This Additional Rule 6.13(14) does not apply to SPG SA Occupier.

(15) The Occupier must not use the gymnasium unless the Occupier has undergone a fitness evaluation. This Additional Rule 6.13(15) does not apply to SPG SA Occupier.

(16) No music or other equipment that may be audible by other users of the gymnasium may be used in the gymnasium, other than any supplied by the Owners Corporation.

(17) Any signs put up in the gymnasium by the Owners Corporation from time to time must be observed.

(18) Users of the gymnasium must act in a responsible and sensible manner at all times.

(19) All equipment in the gymnasium must be used strictly in accordance with manufacturer's directions at all times.

(20) SPG SA Occupiers must not use the gymnasium unless they provide written confirmation to METRORITE that they:

(a) have received a copy of the provisions of this Additional Rule 6.13;

(b) are mentally and physically fit and able to use the gymnasium in accordance with thus Additional Rule 6.13; and

(c) use the gymnasium at their own risk and release the Owners Corporation for any Loss that may be suffered or incurred.

Additional rules

(a) users will be liable for any damage or loss incurred due to the exclusive use.

6.14 Developer may install signage

For 5 years alter the date of registration of the Plan of Subdivision, SPG City Road Landowner Pty Ltd ACN 167 207 436 **(Developer)** or any agent of the Developer may erect 'for sale' signs or other advertising signs **(Developer's Signs)** on any part of the Common Property or any tenancy controlled by the Developer provided that the Developer:

(1) gives the Owners Corporation details of the Developer's Signs, including their proposed location;

(2) pays all costs for erecting the Developer's Signs;

(3) does not damage the Common Property or the structural or functional integrity of any Lot or any building or improvement on any part of the Common Property; and

(4) repairs any damage to the Common Property caused by the Developer.

7 Lots

7.1 Change of use of Lots Model rule

(1) An owner or occupier of a Lot must give written notification to the Owners Corporation if the owner or occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation.

Example: If the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes.

Additional rules

(1) An Occupier must not use its Lot in any manner that may risk the health, safety or security of others.

(2) An Occupier may only change the original permitted use of its Lot:

(a) after receiving the consent of the Owners Corporation to do so;

(b) after obtaining all consents, permits and other permissions required by Law to effect the change; and

(c) provided that no other Rule will be or is reasonably likely to be breached as a consequence of the change of use.

(3) Subject to Rules 7.1(1), 7.1(3)(a) and 7.1(3)(b) (if applicable), the Owners Corporation must permit the change of use of any Lower Lot to or from use as a Serviced Apartment.

Additional rule

7.2 Access

(1) An Occupier must permit the Owners Corporation to enter its Lot to inspect, repair, maintain or replace any part of the Lot, the Common Property or the Services.

(2) To exercise the right under Rule 7.2(1), the Owners Corporation must:

(a) give at least 3 Business Days prior Notice (except in the case of emergency, where no Notice is required); and

(b) act reasonably to minimise any inconvenience.

Additional rule

7.3 Cleaning and repair

An Occupier must:

(1) keep its Lot (including any parking space, storage bays or cages, balconies and other property that forms part of its Lot) neat, clean, tidy and in good repair and condition;

(2) regularly clean all exterior glass surfaces on the boundary of its Lot that are not:

(a) the responsibility of the Owners Corporation to clean; or

(b) unsafe to access; and

(3) take all reasonable steps to minimise any disturbance, noise and interruption to others when cleaning.

Additional rule

7.4 Lot and balcony appearance

An Occupier must not without first obtaining the consent of the Owners Corporation:

(1) keep anything within its Lot that is visible from the outside of the Lot which is:

(a) unsightly; or

(b) inconsistent with the general appearance, quality and style of the Development;

(2) attach or hang from the exterior of its Lot any aerial, speaker, acoustic device, television screen, security device, wires or other apparatus;

(3) install curtains, blinds other window furnishings:

(a) where the effect is to alter the facade of the Development; or

(b) that are backed with a fabric other than an unpatterned white fabric;

(4) construct or erect any shed, storage cage, enclosure or structure of any nature or description on a balcony, car parking space, terrace garden area or otherwise;

(5) tint or otherwise alter any glazed surfaces to alter their appearance;

(6) hang any items (including bedding or clothes) on any part of the exterior of its Lot so as to be visible from outside its Lot; or

(7) in any way alter external surfaces of its Lot.

Additional rule

7.5 Altering a Lot

(1) An Occupier must not commence any works at all that will alter its Lot unless the:

(a) Occupier has submitted fully detailed and dimensioned drawings (including cross-sections and elevations) of the proposed works to the Owners Corporation;

(b) Owners Corporation has approved those drawings;

(c) Occupier has obtained all necessary consents, permissions and approvals from any Authority to carry out and complete the proposed works;

(d) Owners Corporation has been provided with a copy of all of those consents, permissions and approvals and has notified the Occupier that it is satisfied with all conditions of them;

(e) Occupier has entered into an agreement with the Owners Corporation (and if required by the Owners Corporation any person or entity to be involved with the proposed works) on terms satisfactory to the Owners Corporation in its absolute discretion dealing with the following issues:

(i) insurance of workers, for public liability and any other risks;

(ii) access arrangements;

(iii) times within which the proposed works may be carried out in order to minimise the effect of the proposed works on any other person;

(iv) use of Common Property;

(v) supervision and responsibility of the Occupier as principal contractor;

(vi) cleaning and daily removal of all traces of materials or effects of the proposed works;

(vii) access and location of parking for any vehicles or trades involved with the proposed works;

(viii) the quality, qualification, experience and reputation of any person involved with the proposed works; and

(ix) anything else that the Owners Corporation considers relevant or appropriate.

(2) The reference in Rule 7.5(1) to any works includes any:

(a) renovation;

(b) alteration;

(c) demolition;

(d) addition;

(e) repair;

(f) installation or placement of a heavy item such as a safe, unless the works are expressly permitted otherwise by these Rules.

(3) An Occupier is responsible for and indemnifies the Owners Corporation and each and every Occupier against all Loss that it may suffer or incur in any way related to the Occupier carrying out any works to its Lot.

(4) An Occupier must pay on demand all costs of the Owners Corporation associated with reviewing, considering and approving any request to carry out works to its Lot, including the Owners Corporation's legal costs on an indemnity basis.

Additional rule

7.6 Floor coverings

An Occupier must:

(1) ensure that all floor area within its Lot is sufficiently covered or treated to prevent transmission of noise which may be likely to cause any noise or vibration that can be heard or felt outside of the Lot; and

(2) not alter any floor covering in its Lot without first satisfying the Owners Corporation that the proposed alteration will:

(a) enable the Occupier to comply with Rule 7.6(1); and

(b) comply with acoustic standards applied to the Development.

Additional rule

7.7 Vehicles on Lots

(1) An Occupier must:

(a) only use any car parking space for the parking of registered and roadworthy vehicles;

(b) ensure that its car parking space remains free from oil, coolant, grease, Contaminants or other materials or substances; and

(c) remove any vehicle from its car parking space that is not used for any period exceeding 2 weeks or which otherwise becomes dangerous or unsightly.

(2) The Owners Corporation may arrange for any vehicle parked or left in breach of these Rules to be towed away.

(3) The cost of the Owners Corporation to tow away any vehicle will be a debt due to the Owners Corporation, payable on demand, by the Occupier that is responsible for the vehicle gaining access to the Development, whether or not that Occupier is the registered owner of the vehicle.

(4) The cost of the Owners Corporation to clean and remove oil, coolant, grease, Contaminants or other materials or substances from any Lot will be a debt due to the Owners Corporation, payable on demand, by the Occupier that is responsible for the vehicle that has dropped the oil, coolant, grease or other materials or substances accessing the Lot, whether or not that Occupier is the registered owner of that vehicle.

Additional rule

7.8 Electronic interference

An Occupier must not use on its Lot any machine, equipment or instrument which causes interference with wireless or telephone reception in any other Lot unless such machine, equipment or instrument is effectively fitted with a device which prevents interference with wireless or telephone reception by any other owner, occupier or the Owners Corporation.

Additional rule

7.9 Heating and cooling

An Occupier must not install any heating or cooling device or machine where any part of

that device would be located on Common Property other than by mounting the plant and equipment for it in an area first approved by the Owners Corporation.

Additional rule

7.10 Change of ownership

An Occupier must notify the Owners Corporation of any change of ownership or occupancy of its Lot, before the change of ownership or occupancy in fact occurs.

8 Services Agreement with Serviced Apartments Operator

Additional rules

8.1 Engagement of Serviced Apartments Operator

The Owners Corporation must:

(1) enter into and maintain a services agreement with a serviced apartments operator **(Serviced Apartments Operator)**:

(a) for the provision of services (including administration, management, cleaning, security and maintenance services) to the owners of Lower Lots who wish to use their Lots as serviced apartments (at the cost of those owners of the Lower Lots);

(b) which includes the grant of a non-exclusive access licence to the Serviced Apartments Operator (free of charge) over such parts of the Common Property as are reasonably required by the Serviced Apartments Operator to access the communications and data rooms;

(c) which includes a right for the Serviced Apartments Operator to assign its rights under the services agreement to a purchaser of the business of the Serviced Apartments Operator; and

(d) otherwise on terms and conditions acceptable to the Owners Corporation acting reasonably.

(2) only enter into a services agreement under Rule 8.1(1) with one Serviced Apartments Operator at any one time.

8.2 Utilisation of Serviced Apartments Operator

The owner of a Lower Lot who wishes to utilise the services of the Serviced Apartments Operator must enter into an agreement with the Serviced Apartments Operator for the provision of serviced apartment administration and management services.

8.3 Termination of Services Agreement

The Owners Corporation may only terminate a services agreement entered into under Rule 8.1(1):

(1) by a special resolution (as defined in the Act); and

(2) if it immediately enters into another services agreement under Rule 8.1(1) with another serviced apartments operator.

8.4 Initial Serviced Apartments Operator

The initial Serviced Apartments Operator will be SPG. If SPG assigns its rights to a purchaser of its business or is replaced with an alternative Serviced Apartments Operator, all references to SPG in these rules shall be read as if they were references to the new operator.

8.5 Prohibition on Serviced Apartment Operators.

Occupiers cannot enter into any agreement with a serviced apartment operator other than the SPG approved operator.

9 Commercial Lots

Additional rules

9.1 Cumulative Rules

This Rule 9 applies to Occupiers of Commercial Lots in addition to any other Rule.

9.2 Commercial Lots

An Occupier of a Commercial Lot must:

(1) apply for and obtain all necessary consents, permissions, approvals and licences to use the Commercial Lot at its own cost and on conditions that are satisfactory to the Owners Corporation in its absolute discretion;

(2) at all times comply with each consent, permission, approval and licence and all Laws;

(3) take out its own bins on each garbage collection day and bring those bins in before 10am on each collection day or promptly after collection, whichever occurs last;

(4) ensure that any contractors hired for the purpose of removing garbage pick up garbage between:

(a) 8am and 9am, if any rubbish is being picked up on Monday to Saturday; and

(b) between 9am and 10am, if any rubbish is being picked up on Sunday;

(5) avoid unnecessary noise when filling bins;

(6) ensure lids on bins are securely closed at all times;

(7) regularly clean all bins to prevent build up of residue or odors;

(8) not deposit, throw, leave or store any rubbish, dirt, dust, sweepings, waste or any other material that is reasonably likely to interfere with the peaceful enjoyment by any person of any Lot or Common Property other than in:

(a) proper, securely wrapped parcels that will retain all odours, liquids and emissions; and

(b) the areas specified for such purpose by the Owners Corporation;

(9) not allow or arrange for delivery or collection of goods or rubbish other than at times approved of by the Owners Corporation in writing;

(10) take all reasonable precautions to keep its Lot and the Common Property free from rodents, vermin, insects and other pests;

(11) completely drain all glass items and deposit them unbroken in the area designated for glass by the Owners Corporation;

(12) deposit all recyclable items in the area designated for recyclable items by the Owners Corporation;

(13) neatly break down and collapse all cardboard boxes and other packaging before depositing them in the areas designated by the Owners Corporation so that they take up as little space as reasonably possible;

(14) comply with all health, noise and other Laws in carrying on the business from its Lot;

(15) not operate or allow access to a Commercial Lot for cleaning between the hours of 10pm and 7am;

(16) properly filter all vapour and fumes before emission from a Commercial Lot so that any oil particles are removed from any air prior to its emission from the Commercial Lot;

(17) properly filter all vapour and fumes before emission from a Commercial Lot so that any noisome odours are removed from any air prior to its emission from the Commercial Lot;

(18) not affix a sign to its Lot or to the Common Property unless the sign:

(a) is only for the purposes of identifying the business carried on from its Lot and the opening hours of that business;

(b) complies with the requirements of all Authorities;

(c) has first been approved by the Owners Corporation;

(d) if an illuminated window sign, covers an area of not more than 10% of the window area;

(e) if an under veranda business sign, does not exceed 2.5 metres measured horizontally and 0.5 metres measured vertically and does not contain any animation or intermittent lighting. No more than 2 signs will be permitted per tenancy, being one per street frontage;

(f) if a facade sign, no more than 2 high quality flush signs will be permitted, including wall plaques affixed to the outside faces of the tenancy; and

(g) if a window decal, covers an area of not more than 10% of the window area, provided that plain frosted decals that are reasonably required for privacy to office areas will be permitted regardless of size, and an Occupier must make good any damage caused by the installation or removal of any sign affixed to its Lot or to the Common Property and restore the Common Property to the condition it was in before the sign was installed.

(19) not use window displays such as for real estate listings or other display brochures unless:

(a) such displays and brochures use a high quality cable display system; and

(b) the proposed display has first been approved by the Owners Corporation

(20) not affix posters, flyers or temporary signs to the inside window face of any Lot of Common Property.

(21) not install any umbrella or heating device on Common Property unless it has first obtained approval of the Owners Corporation, approval will not be unreasonably withheld if:

(a) the Occupier has a licence or other rights over the area on which it wishes to place the umbrella or heating device;

(b) such umbrellas or heating devices are new or maintained in an as new and safe condition; and

(c) no prominent logos or signs are on the umbrellas or heating devices.

10 Behaviour of persons

10.1 Behaviour of owners, occupiers and invitees Model rule

(1) An owner or occupier of a Lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the Common Property.

Additional rules

(1) An Occupier must:

(a) when on Common Property or visible from Common Property be adequately clothed and not use language or behave in a manner likely to cause offence or embarrassment to any other person;

(b) not hold parties or gatherings on the Common Property unless the Owners Corporation first consents;

(c) use skateboards, scooters, roller skates, roller blades or similar forms of recreation or transport on the Common Property; and

(d) ensure that any child or minor over whom the Occupier has care, responsibility or control is at all times accompanied by a responsible adult on Common Property.

10.2 Noise and other nuisance control Model rules

(1) An owner or occupier of a Lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the Common Property.

(2) Rule 10.2(1) does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.

Additional rule

(3) An Occupier must:

(a) ensure that no entertainment noise or any noise created by any mechanical installation is audible outside the Lot between the hours of 10pm and 8am (or such other hours as the Owners Corporation approves from time to time);

(b) not make any disturbing or irritating noises or install or use any appliance, engine, machine or instrument which causes or may be likely to cause noise or vibration on or about the Common Property or that can be heard or felt outside of the Lot in which the noise or vibration is emanating from; and

(c) not hold or permit to be held any social gathering in its Lot or on Common Property which is likely to cause any such noise as set out in this Rule.

Additional rule

10.3 Insurance

(1) An Occupier must not bring to, do or keep anything in its Lot or bring anything on to Common Property which does or is likely to:

(a) increase the rate of insurance premium on the Development or the Common Property;

(b) contain any Contaminant;

(c) conflict with or breach:

(i) any Law relating to fires, contamination or flammable substance;

(ii) these Rules; or

(iii) any insurance policy on the Development or the Common Property.

(2) An Occupier must reimburse the Owners Corporation on demand for any increase in insurance premium resulting from any consent given to, or act or neglect by, the Occupier.

11 Dispute resolution

Model rules

(1) The grievance procedure set out in this Rule applies to disputes involving a Lot owner, manager, or an occupier or the Owners Corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at

the meeting.

(7) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 1O of the Act.

(8) This process is separate from and does not limit any further action under Part 1O of the Act.

12 Default, interest and risk

Additional rules

(1) An Occupier accesses and uses all Common Property at its own risk in all things.

(2) An Occupier is responsible for and indemnifies the Owners Corporation and other Occupiers against all Loss incurred or suffered directly or indirectly caused or contributed to by the Occupier breaching any Rule, including:

(a) Loss incurred or suffered directly or indirectly by the Owners Corporation or another Occupier;

(b) legal fees and disbursements on a full indemnity basis and any Counsel or consultant's fees and expenses at the rate charged to the Owners Corporation incurred in obtaining any advice or representation in relation to a breach or a failure to comply; and

(c) additional costs and expenses including interest at the rate set out in Rule 12(8).

(3) Rule 12(2) operates in addition to and does not in any way limit any other right or remedy of the Owners Corporation.

(4) Any default in respect of which Loss is incurred shall be deemed not to have been remedied unless and until the default is remedied and payment to compensate for the Loss is made.

(5) The Owners Corporation need not incur a Loss or make a payment before enforcing a right of indemnity conferred by these Rules.

(6) Each indemnity in these Rules is a continuing obligation, separate and independent from the other obligations of an Occupier and survives an Occupier ceasing to be an Occupier.

(7) Time shall remain the essence of these Rules notwithstanding any waiver given or indulgence granted by the Owners Corporation.

(8) An Occupier must pay interest on any money payable by it under these Rules:

(a) from the due date for payment until the money is paid;

(b) on demand or whenever other monies are paid under these Rules, whichever occurs first;

(c) that is calculated and capitalised daily; and

(d) that is at the rate fixed under section 2 of the Penalty Interest Rates Act 1983 at the relevant time.

(9) The Owners Corporation's right to interest does not limit any right of the Owners Corporation or:

(a) prevent the Owners Corporation recovering any amount exceeding the interest as a consequence of any default; or

(b) affect an Occupier's obligation to pay the outstanding amount on the date it becomes due for payment.

(10) The Owners Corporation may but is not obliged to carry out any obligation of an Occupier that the Occupier has failed to carry out and if the Owners Corporation elects to do this, the Occupier must pay all costs of the Owners Corporation in doing so on an indemnity basis and on demand by the Owners Corporation to do so.

13 Complaints

Additional rule

Any complaint, application or request to the Owners Corporation must be addressed in writing to the secretary of the Owners Corporation or otherwise as the Owners Corporation may from time to time direct.

14 Goods and services tax

Additional rules

14.1 General

In this Rule 14:

(1) words or expressions used in this Rule which have a particular meaning in the GST Law have the same meaning, unless the context otherwise requires;

(2) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;

(3) any reference to an input tax credit entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member; and

(4) if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.

14.2 GST not included

(1) Unless GST is expressly included, the consideration to be paid or provided under any Rule for any supply made under or in connection with these Rules does not include GST.

(2) To the extent that any supply made under or in connection with these Rules is a taxable supply, the GST exclusive consideration otherwise to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the

(3) same manner as the GST exclusive consideration is otherwise to be paid or provided.

(4) A party's right to payment under this Rule is subject to a valid tax invoice being

delivered to the recipient of the taxable supply.

(5) To the extent that 1 party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.

(6) To the extent that any consideration payable to a party under these Rules is determined by reference to a cost incurred by a party, or is determined by reference to a price, value, sales, revenue or similar amount, the GST exclusive amount of that cost, price, value, sales, revenue or similar amount must be used.

15 Parties

Additional rule

(1) If a party consists of more than 1 person, these Rules bind each of them separately and any 2 or more of them jointly.

(2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.

(3) An Occupier which is a trustee is bound both personally and in its capacity as a trustee.

16 Variations

Additional rule

Changes to these Rules are effective on Notice of the change to an Occupier.

17 Governing law and jurisdiction

Additional rule

(1) The law of Victoria governs these Rules.

(2) The parties submit to the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.

18 Severability

Additional rule

If any provision in these Rules is unenforceable, illegal or void or makes these Rules or any part of it unenforceable, illegal or void, then that provision is severed and the rest of these Rules remains in force.

19 Notices

Additional rules

19.1 Notice must be in writing

A Notice has no legal effect unless it is in writing.

19.2 Method of Service

In addition to any other method of service provided by law, the Notice may be:

(1) sent by prepaid post to the last known address of the addressee;

(2) sent by facsimile to the facsimile number of the addressee; or

(3) delivered at the last known address of the addressee or subsequently notified by the addressee to the Owners Corporation.

19.3 Notices treated as received

(1) A Notice must be treated as given and received:

(a) if sent by post, on the 2nd Business Day (at the address to which it is posted) after posting; or

(b) if sent by email before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or

(c) if otherwise delivered before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

(2) A Notice sent or delivered in a manner provided by Rule 19.2 must be treated as validly given to and received by the party to which it is addressed even if:

(a) the addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent; or

(b) the Notice is returned unclaimed.

19.4 Notice given to solicitors

(1) Any Notice by a party may be given and may be signed by its solicitor.

(2) Any Notice to a party may be given to its solicitor by any of the means listed in Rule 19.2 to the solicitor's business address or email address.

20 Owners Corporation Certificate

20.1 Certificate

Any application to the Owners Corporation for an owners corporation certificate must be made in writing and accompanied by the fee prescribed under the Act and or Regulations for each Lot required. On receipt of the written application and the prescribed fee, the Owners Corporation will issue a certificate in the form required by the Act and or Regulations.

20.2 Sale of transfer

Any member who sells or transfers a Lot must notify the Owners Corporation of the sale or transfer and provide the name, address, phone number and email address of the new owner or their solicitor within 1 month of completion of the sale or transfer.

21 Artwork

21.1 Public artwork

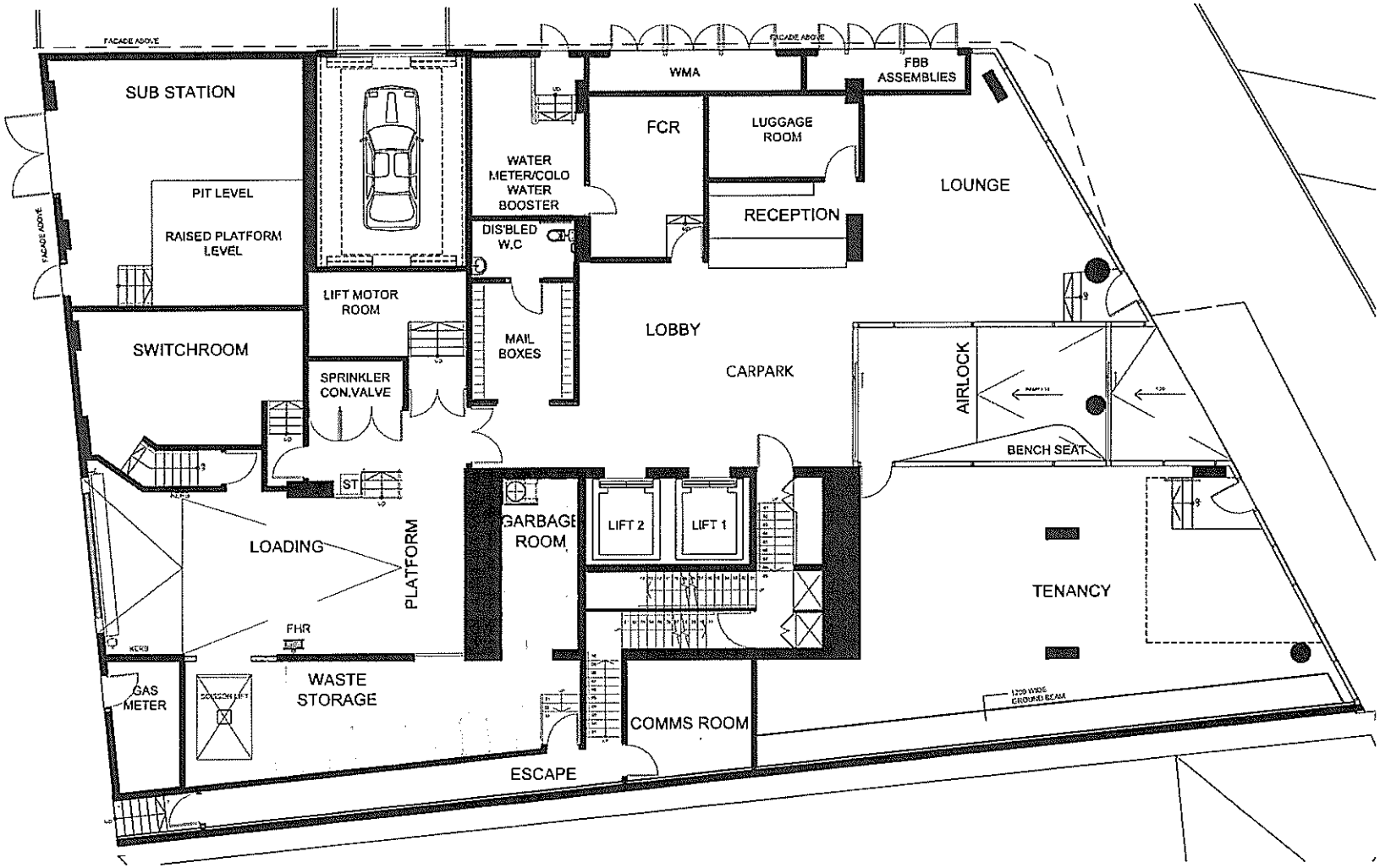
The Owners Corporation must clean and maintain when reasonably required (and at least annually) and keep in good repair the Public artwork.

Annexure 4

Drawings and Specifications

bella
APARTMENTS

GROUND LEVEL



cronepartners

URBAN DESIGN ARCHITECTS

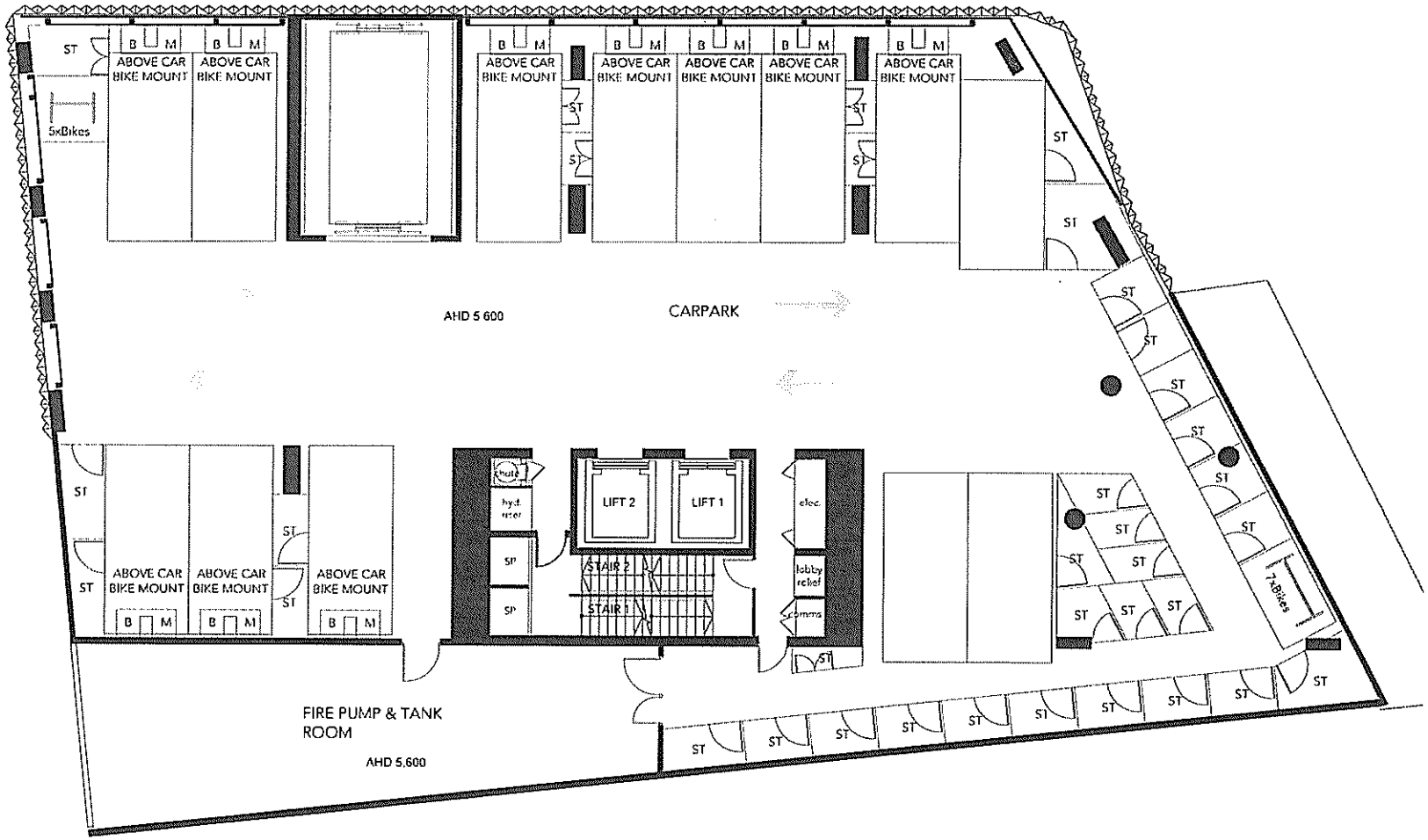
SALVO PROPERTY GROUP

VERSION:4

PLEASE NOTE: Dimensions and areas are approximate and are subject to change without notice. Internal measurements are taken from centreline of party walls, external face of corridors and the external face of the outside walls. Prospective purchasers must rely on their own enquiries and should refer to Annexure 4 (Drawings and Specifications) of the Contract of Sale. Loose furniture, whitegoods and planters are not included. The type of floor finishes and the area to which floor finishes are applied may vary.

bella
APARTMENTS

LEVEL 1



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URBAN DESIGN ARCHITECTS

SALVO PROPERTY GROUP

VERSION 4

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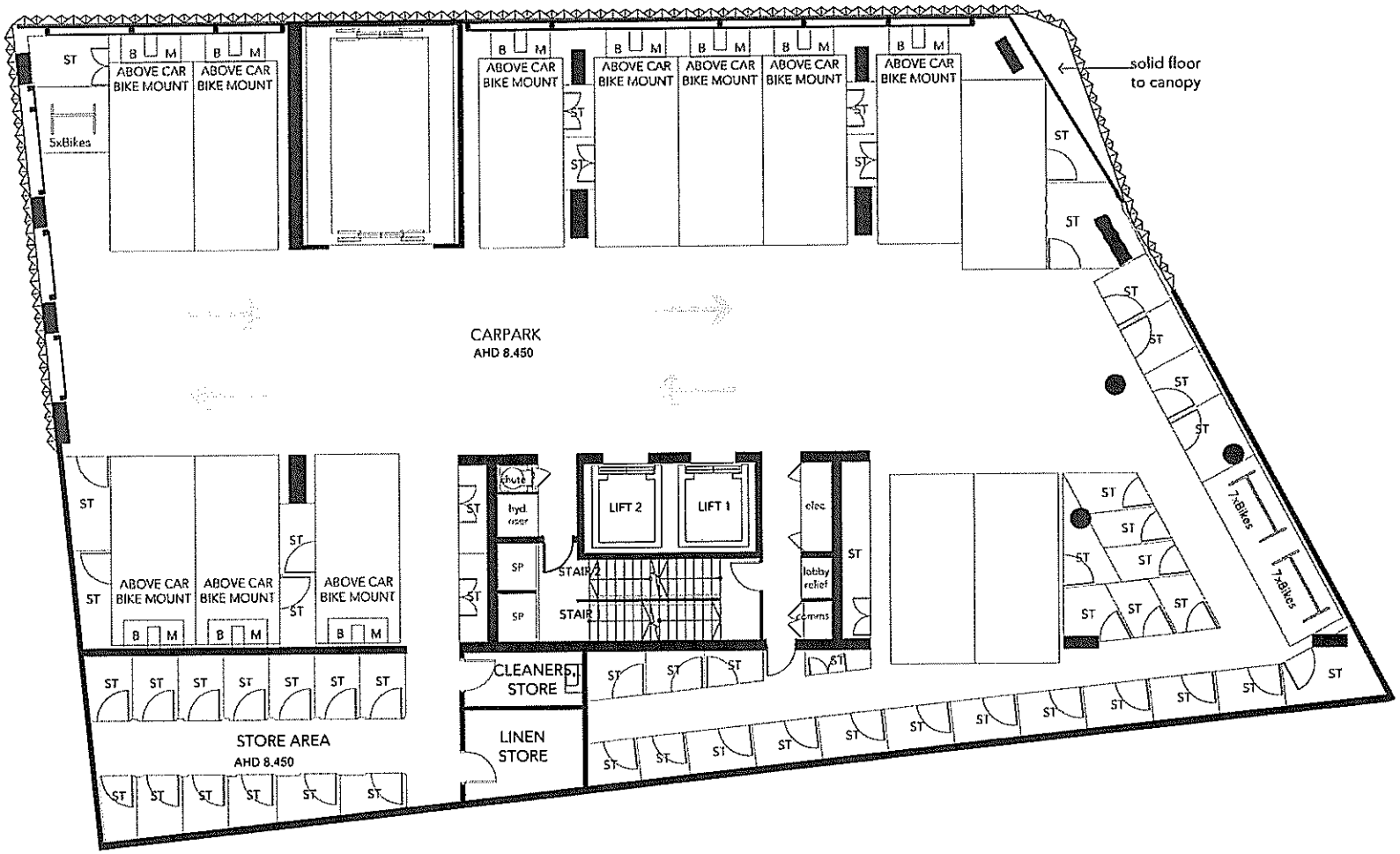
bella
APARTMENTS

LEVEL:2



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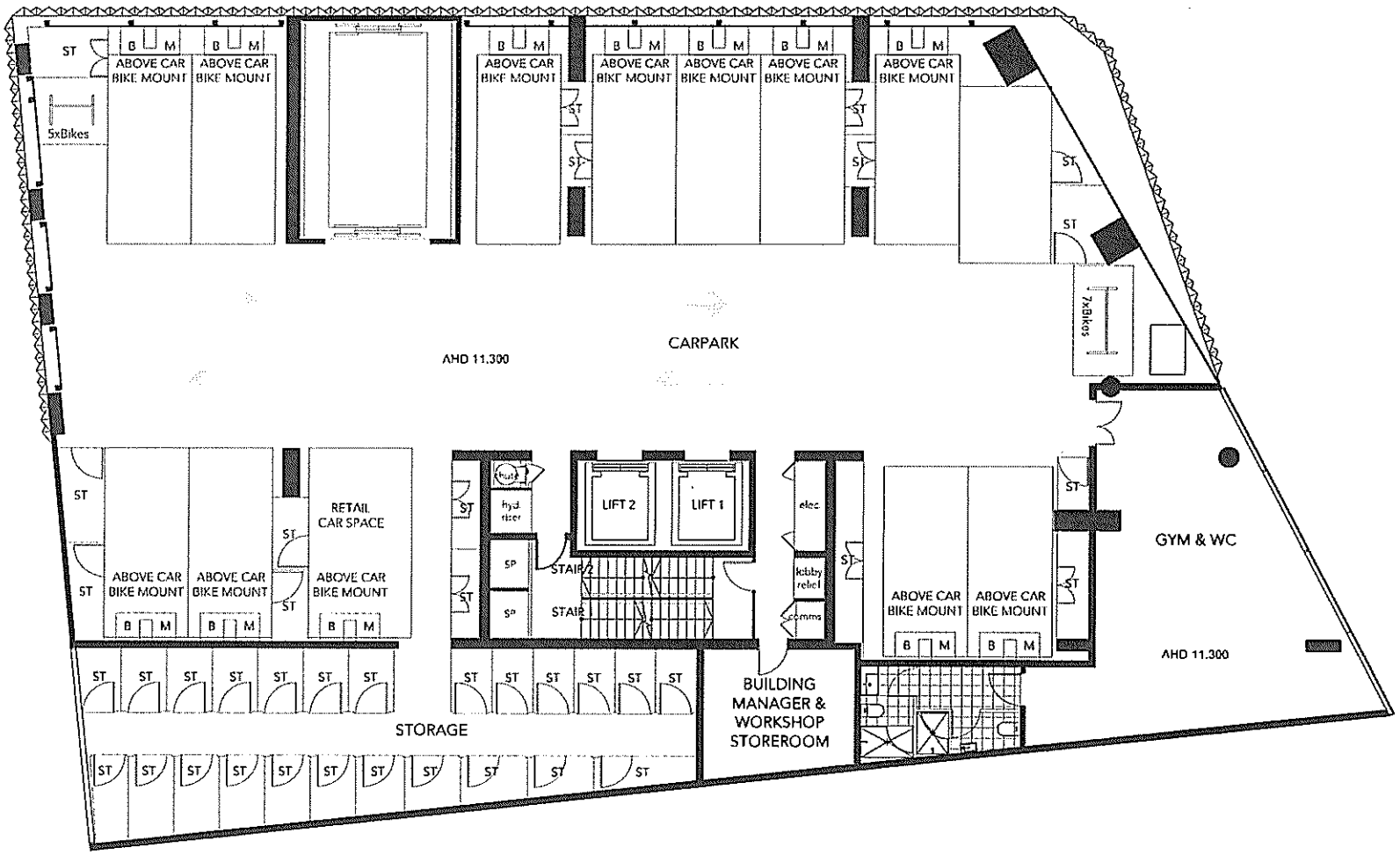
bella
APARTMENTS

LEVEL 3



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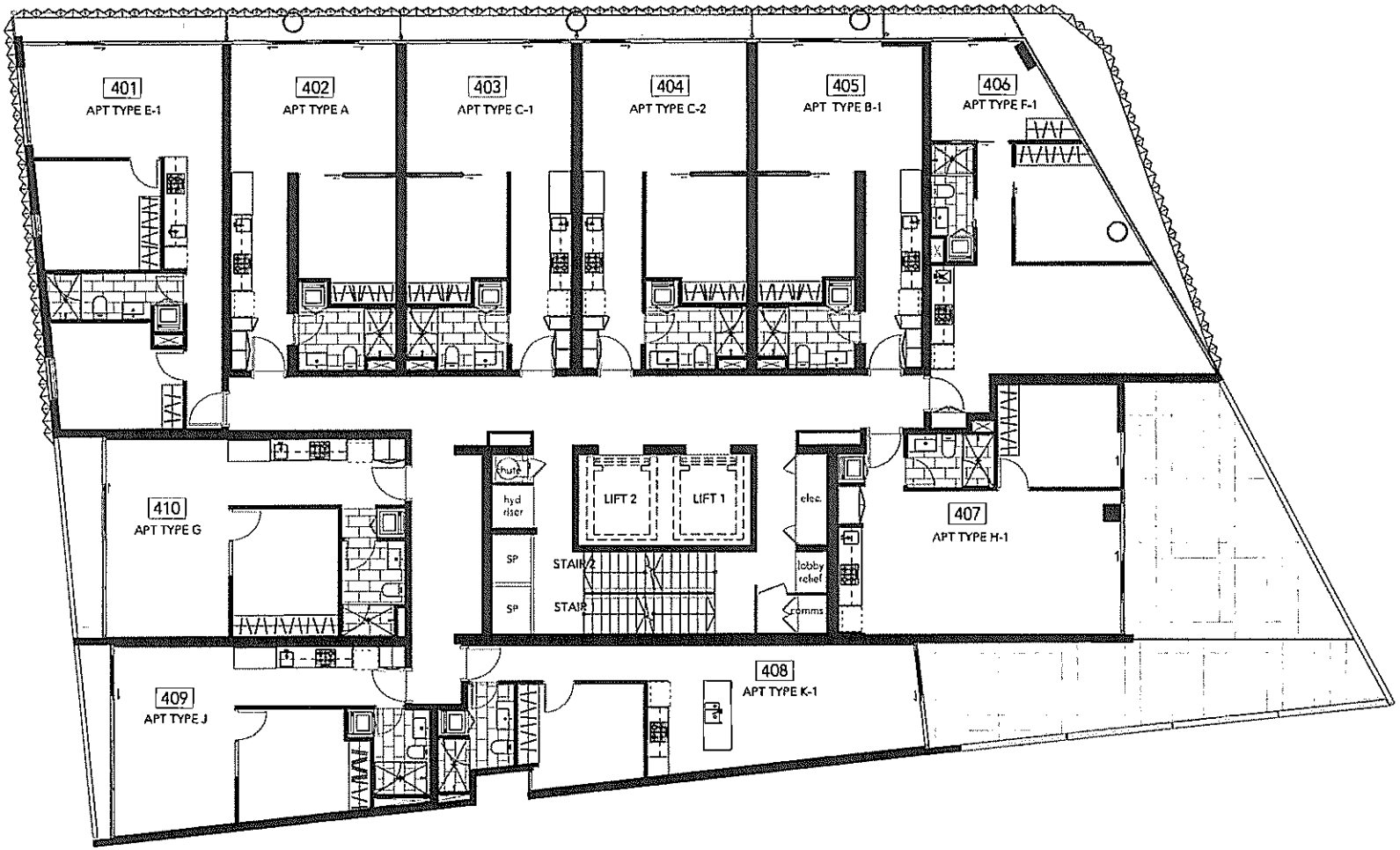
SALVO PROPERTY GROUP

VERSION 4

PLEASE NOTE: Dimensions and areas are approximate and are subject to change without notice. Internal measurements are taken from centreline of party walls, external face of corridors and the external face of the outside walls. Prospective purchasers must rely on their own enquiries and should refer to Annexure 4 (Drawings and Specifications) of the Contract of Sale. Loose furniture, whitegoods and planters are not included. The type of floor finishes and the area to which floor finishes are applied may vary.

bella
APARTMENTS

LEVEL:4



cronepartners

URBAN DESIGN ARCHITECTS

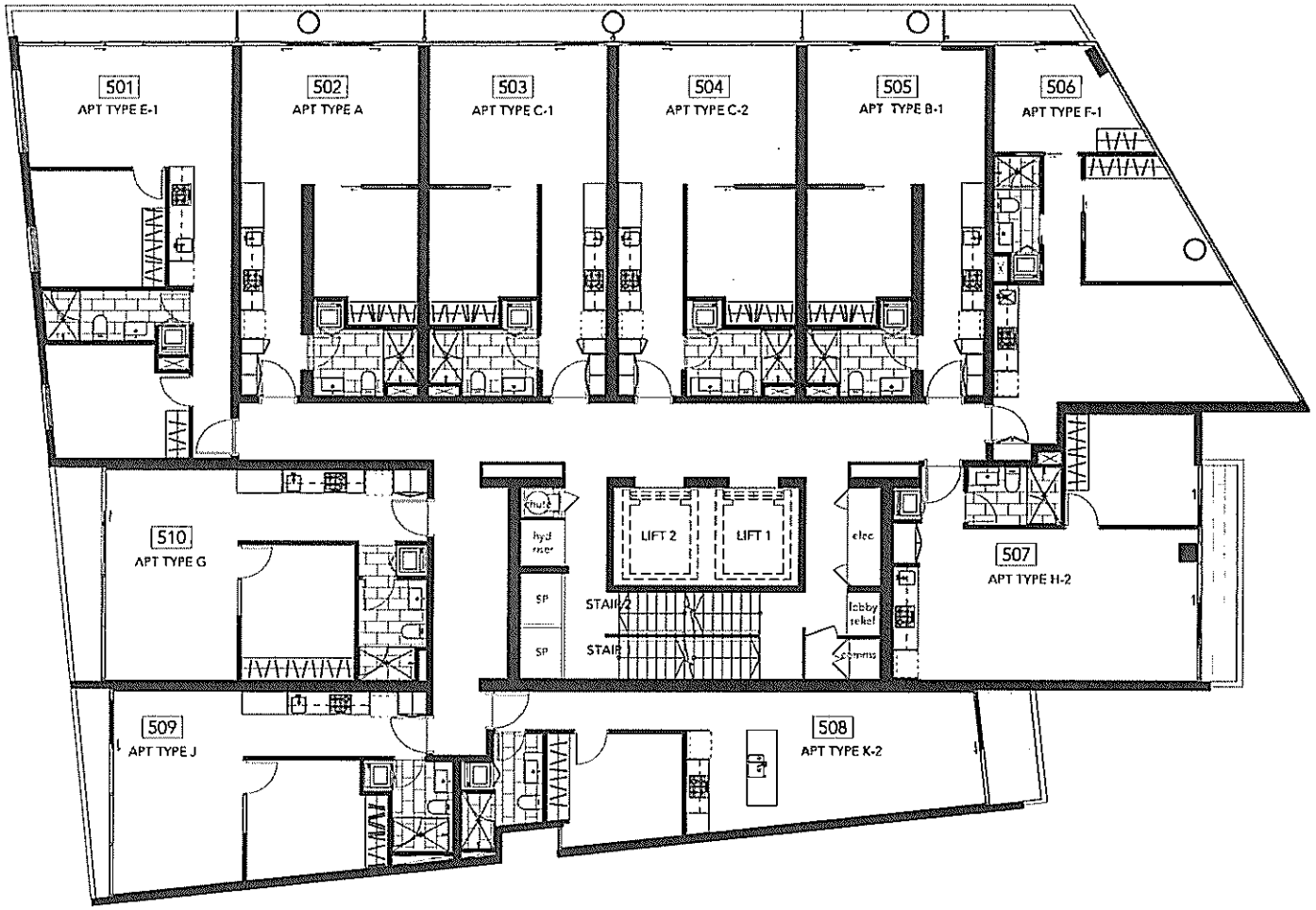
SALVO PROPERTY GROUP

VERSION 4

PLEASE NOTE: Dimensions and areas are approximate and are subject to change without notice. Internal measurements are taken from centreline of party walls, external face of corridors and the external face of the outside walls. Prospective purchasers must rely on their own enquiries and should refer to Annexure 4 (Drawings and Specifications) of the Contract of Sale. Loose furniture, whitegoods and planters are not included. The type of floor finishes and the area to which floor finishes are applied may vary.

bella
APARTMENTS

LEVEL:5-7



cronepartners

URBAN DESIGN ARCHITECTS

SALVO PROPERTY GROUP

VERSION 4

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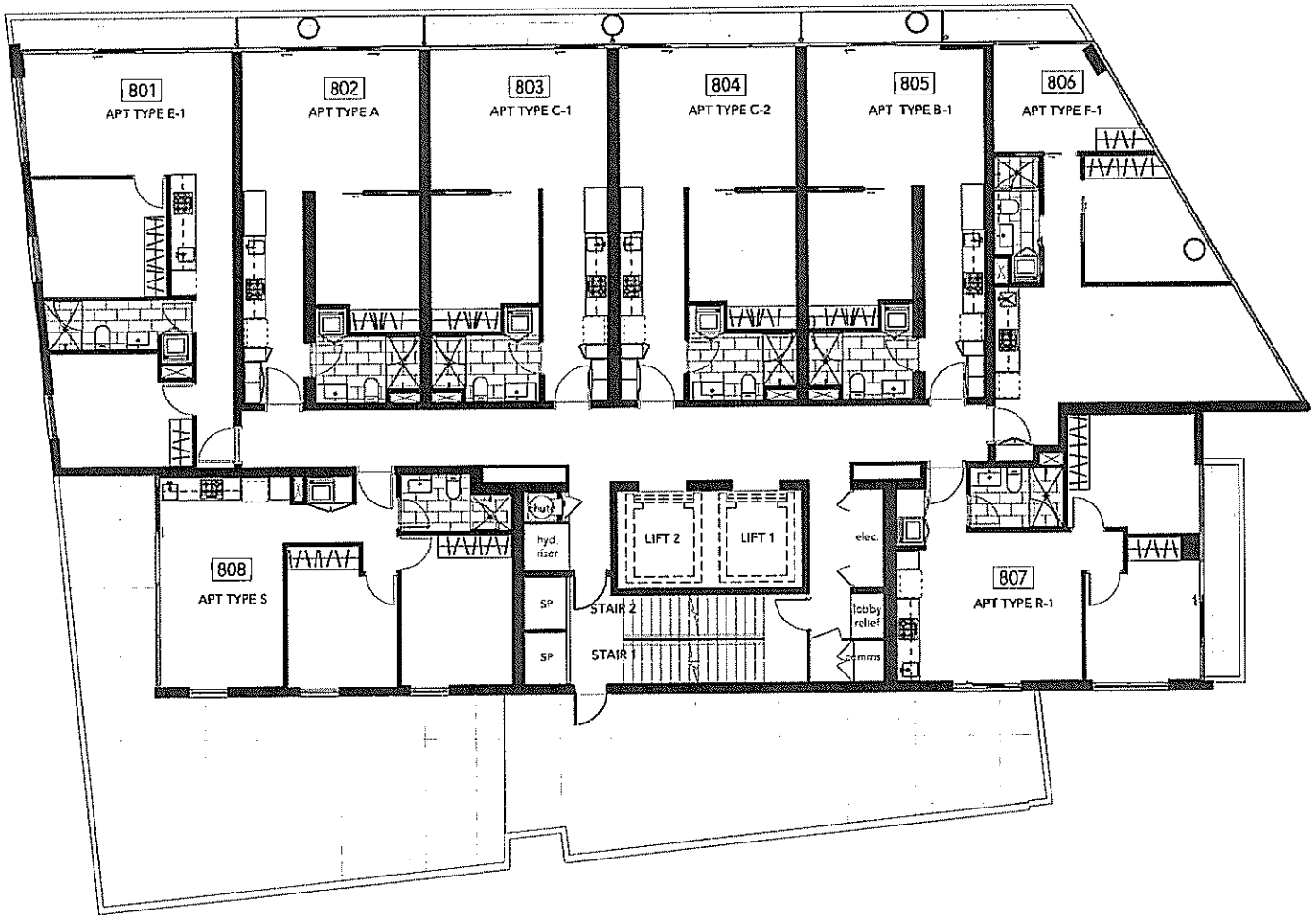
bella
APARTMENTS

LEVEL:8



cronepartners

URBAN DESIGN ARCHITECTS

SALVO PROPERTY GROUP

VERSION 4

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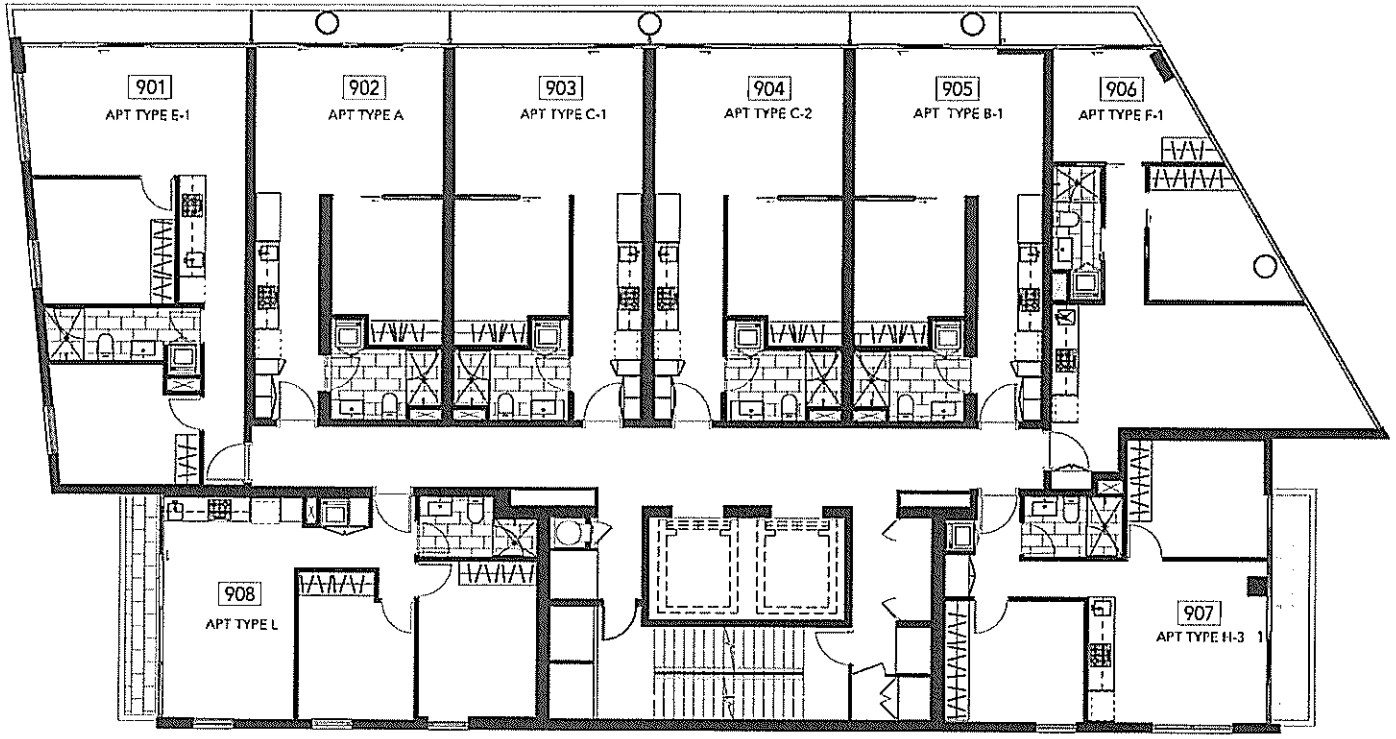
bella
APARTMENTS

LEVEL:9-13



cronepartners

URBAN DESIGN ARCHITECTS

SALVO PROPERTY GROUP

VERSION 4

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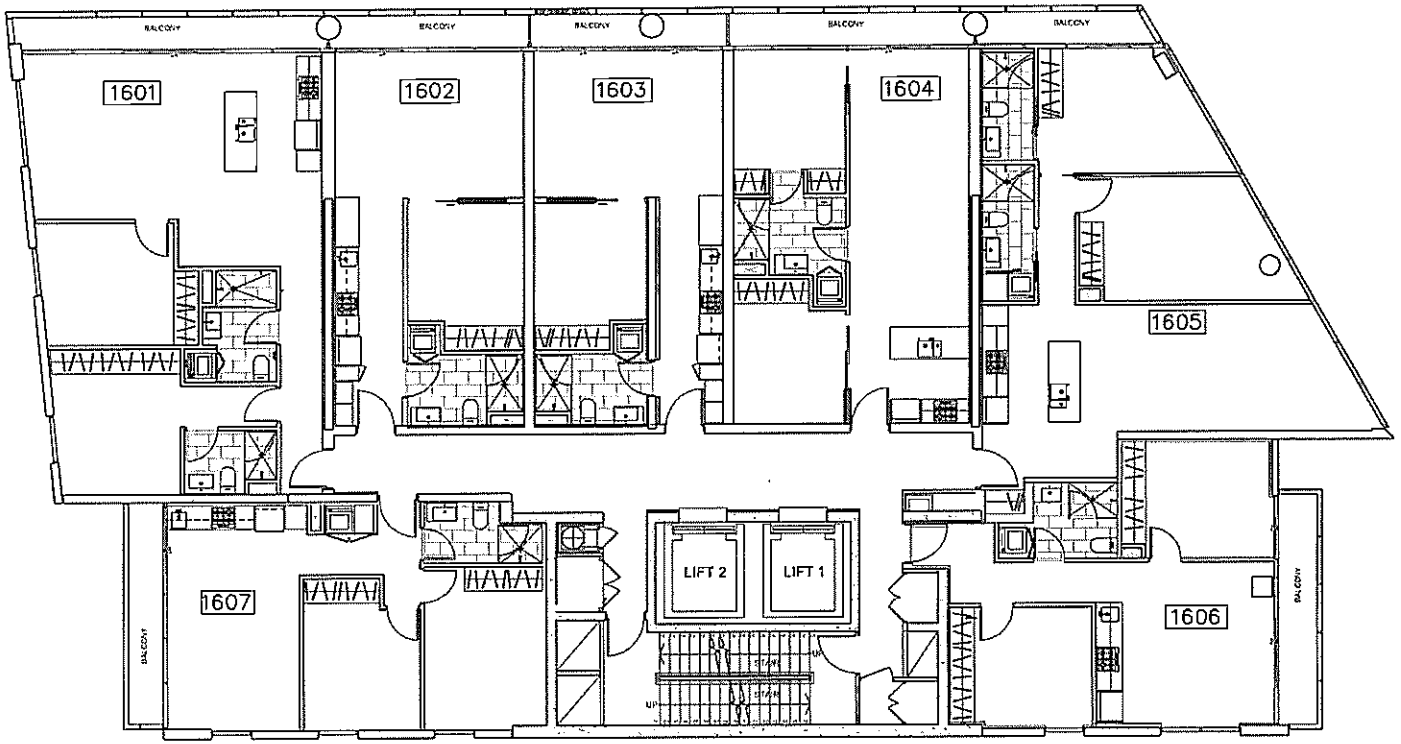
bella
APARTMENTS

LEVEL:14-33



cronepartners

URBAN DESIGN ARCHITECTS

SALVO PROPERTY GROUP

VERSION 4

PLEASE NOTE: Dimensions and areas are approximate and are subject to change without notice. Internal measurements are taken from centreline of party walls, external face of corridors and the external face of the outside walls. Prospective purchasers must rely on their own enquiries and should refer to Annexure 4 (Drawings and Specifications) of the Contract of Sale. Loose furniture, whitegoods and planters are not included. The type of floor finishes and the area to which floor finishes are applied may vary.

Annexure 5

Goods

Bella
Fittings & Fixtures

Kitchen

- Tiles to floor
- Reconstituted stone benchtop
- Tiled splashback
- Stainless steel sinks
- Polished chrome mixer tap
- Stainless steel and electric oven
- Stainless steel gas four burner cooktop
- Stainless steel range hood
- Dishwasher
- Downlights

Bathroom

- Tiles to floor and skirting
- Tile to shower walls and basin splashback
- Mirrored shaving cabinet
- Polished chrome basin mixer
- Polished chrome shower head
- Polished chrome toilet roll holder
- Polished chrome towel rail
- Downlights
- Semi-frameless glass shower screen

Bedroom

- Mirrored wardrobe doors with top shelf and hanging rail
- Downlights
- Carpet to floor
- Skirting

Living Room

- Downlights
- Carpet to floor
- Skirting

All Other Areas

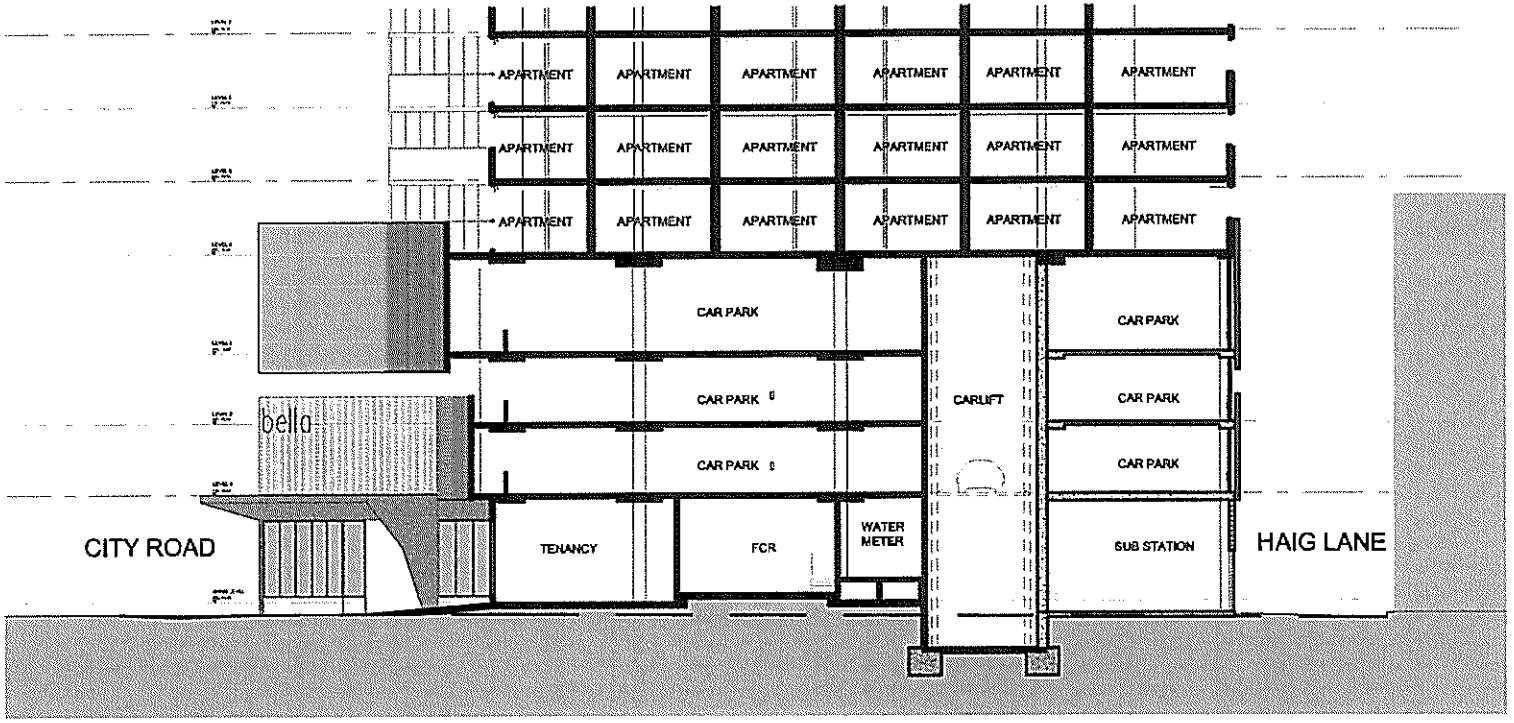
- Downlights
- Carpet to floors
- Skirting

Annexure 6

Schematic Section Plan

bella
SOUTHBANK

SECTION



cronepartners

URBAN DESIGN ARCHITECTS

SALVO PROPERTY GROUP

VERSION 1

PLEASE NOTE: Dimensions and areas are approximate and are subject to change without notice. Internal measurements are taken from centreline of party walls, external face of corridors and the external face of the outside walls. Prospective purchasers must rely on their own enquiries and should refer to Annexure 4 (Drawings and Specifications) of the Contract of Sale. Loose furniture, whitegoods and planters are not included. The type of floor finishes and the area to which floor finishes are applied may vary.

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	Bella Apartments, 248 - 254 City Road, Southbank, Victoria, 3006

+ Vendor's Name	SPG 248 City Road Landowner Pty Ltd (ACN 167 207 436) Signed by James Maitland and Derek Cheung as attorneys pursuant to Power of Attorney dated 12 June 2014	Date: 1 October 2014
Vendor's Signature		

+ Purchaser's Name		Date:
Purchaser's Signature		
+ Purchaser's Name		Date:
Purchaser's Signature		

1. FINANCIAL MATTERS

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

Information concerning any rates, taxes, charges or other similar outgoings (including any owners corporation charges) and any interest payable on any part of them are contained in the attached certificates which relate to the Land.

As at the date of this Statement, the Property the subject of the Contract is not separately rated or assessed in relation to rates, taxes, Owners Corporation levies, charges or other similar outgoings. The attached certificates relate to the Land as at the date of this statement which includes the Property. The vendor is not able to accurately estimate the exact Outgoings and Statutory Charges which will apply to the Property after registration of the proposed Plan of Subdivision PS 630696T Upon subdivision of the Land the Property will be separately rated but this will not necessarily occur prior to Settlement.

If the Property has not been separately rated by Settlement, the purchaser will be liable at Settlement for a proportion of the relevant rate, tax, Owners Corporation levy or charge on a lot liability basis as specified in the Contract of Sale. The purchaser is required to adjust or reimburse the Vendor for any premiums in respect of the Owners Corporation insurance, maintenance fund or levies paid by the vendor prior to settlement.

The purchaser may also be liable for GST (as prescribed in the relevant legislation) on any outgoings, statutory changes, Owners Corporation levies or services in relation to the Property.

To the vendor's knowledge, there is no amount owing under any other registered or unregistered statutory charge that secures an amount due under any other Act.

2. LAND USE

2.1 Easements, Covenants or Other Similar Restrictions

A description of any easement, covenant or other similar restriction affecting the Land (whether registered or unregistered) are as referred to below:

(i) as set out in the attached copies of creation of easement (if any), covenant (if any) and title document/s;

(ii) any easements created by section 98 of the *Transfer of Land Act* 1958 (Vic), section 12(2) of the *Subdivision Act* 1988 (Vic) and any other easements noted on Plans of Subdivision TP 272439V and TP 282077X or the proposed Plan PS 630696T;

(iii) the proposed rules of the Owners Corporation attached to the Contract;

(iv) any rules, lease or licence or other right of occupation or other agreements adopted, granted or entered into by the Owners Corporation;

(v) planning permit TP-2009-724 (as amended from time to time);

(vi) the sewer (if any) shown on the attached copy South East Water Information Statement which may be laid outside registered easements.

2.2 Road Access

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

2.3 Designated Bushfire Prone Area

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

2.4 Planning Scheme

The required specified information is contained in the attached certificate and is as follows:

Name of planning scheme	Melbourne Planning Scheme
Name of responsible authority	City of Melbourne
Zoning of the land	Capital City Zone - Schedule 3
Name of planning overlay	Design and Development Overlay - Schedule 60 (Area 2) Part Design and Development Overlay - Schedule 1 (Area 2) Part Design and Develpoment Overlay - Schedule 3 - Traffic Conflict Frontage Inundation Overlay - Schedule 1 Parking Overlay - Precinct 1

3. NOTICES

3.1 Notice, Order, Declaration, Report or Recommendation

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

(a) Are contained in the attached certificates and/or statements.

3.2 Agricultural Chemicals

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

The vendor has no knowledge of any such notices, property management plans, reports or orders.

3.3 Compulsory Acquisition

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

The vendor has no knowledge of any such notices.

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

4. BUILDING PERMITS

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

5. OWNERS CORPORATIONS

This section 5 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

(a) The Owners Corporation is not yet established. Upon registration of the proposed Plan of Subdivision PS 630696T one or more Owners Corporation will be created and the Property will be affected by one or more Owners Corporations when the proposed Plan of Subdivision PS 630696T is registered.

(b) The purchaser will become a member of one of more of the Owners Corporations and will be responsible for the payment of all Owners Corporation fees, levies and charges with respect to the Property on a lot liability basis as specified in the Contract of Sale.

(c) Subject to any amendments allowed under the contract, the rules of the Owners Corporation will be as set out in the contract.

(d) The vendor is not able to accurately estimate the exact Owners Corporation fees, levies or charges which will apply to the Property after registration of the proposed Plan of Subdivision PS 630696T. Owners Corporation fees are estimated per annum for the first year as follows:

- 1 Bedroom $2,400.00 - $5,000.00
- 2 Bedroom $2,400.00 - $5,000.00
- Car Parks $300.00 - $400.00
- Storage Unit $80.00

These amounts are estimated based on information currently available and exclude any maintenance fund contribution that the Owners Corporation may determine as being payable by the members/purchasers. These estimates are subject to any change to the manner or basis upon which the levies are struck.

6. SERVICES

Information concerning the supply of the following services -

Service	Status	Name of Authority (if service is connected)
Electricity supply	Not connected	Purchaser's election
Gas supply	Not connected	Purchaser's election
Water supply	Not connected	South East Water
Sewerage	Not connected	South East Water
Telephone services	Not connected	Purchaser's election

The Purchaser will be responsible for any connection (or reconnection) fees.

7. TITLE

Attached are copies of the following documents:

7.1 Registered Title

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

8. SUBDIVISION

8.1 Unregistered subdivision

This section 8.1 only applies if the land is subject to a subdivision which is not registered.

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

8.2 Staged Subdivision

This section 8.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988.*

(a) Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.

(b) The proposals relating to subsequent stages that are known to the vendor are as follows:

The vendor is not currently aware of the proposals relating to subsequent stages

(c) The contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision are:

The vendor refers to the attached Planning Permit and associated correspondence.

9. DUE DILIGENCE CHECKLIST

9.1 Attached is a copy of the Consumer Affairs Victoria Due diligence checklist (an electronic version of which can also be located at www.consumer.vic.gov.au)

10. ATTACHMENTS

10.1 A Register Search Statement for Certificate of Title Volume 5383 Folio 462 dated 25 September 2014;

10.2 Registered Plan of Subdivision TP 272439V;

10.3 A Register Search Statement for Certificate of Title Volume 9316 Folio 501 dated 25 September 2014;

10.4 Registered Plan of Subdivision TP 282077X;

10.5 Caveat Dealing No. AL 311175M;

10.6 Section 173 Agreement Dealing No. AH 547377R;

10.7 Proposed Plan of Subdivision PS630696T;

10.8 Planning Certificate dated 26 September 2014;

10.9 Permits and Planning Permits - Planning Permit TP-2009-724 dated 7 July 2010;

10.10 Letter from the City of Melbourne dated 18 May 2012;

10.11 Designated Bushfire Prone Area Certificates dated 30 September 2014;

10.12 Roads Certificate dated 26 September 2014;

10.13 Building Regulations Certificates 1 dated 29 September 2014 and 1 October 2014;

10.14 Building Regulations Certificates 2 dated 29 September 2014 and 1 October 2014;

10.15 Council Land Information Certificates - council charges including fire levy dated 26 September 2014;

10.16 Water Certificates - Parks, Drainage and Service fee charges dated 26 September 2014;

10.17 Letter from Melbourne Water to Melbourne City Council dated 23 September 2009;

10.18 State Revenue Office - Land Tax Certificate dated 29 September 2014;

10.19 Environmental Protection Authority Certificate dated 26 September 2014;

10.20 Heritage Victoria Certificate dated 26 September 2014;

10.21 PPSR search results dated 30 September 2014;

10.22 Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners;

10.23 Foreign Investment Review Board approval correspondence dated 11 June 2014; and

10.24 Consumer Affairs Victoria Due Diligence Checklist.

Register Search Statement - Volume 5383 Folio 462

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

VOLUME 05383 FOLIO 462 Security no : 124052320290X
Produced 25/09/2014 04:52 pm

LAND DESCRIPTION

Crown Allotment 8 Section 80 City of South Melbourne Parish of Melbourne South.
PARENT TITLE Volume 03083 Folio 587
Created by instrument J902297 26/04/1982

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SPG 248 CITY ROAD LANDOWNER PTY LTD of 245 CITY ROAD SOUTHBANK VIC 3006
AK944154X 04/03/2014

ENCUMBRANCES, CAVEATS AND NOTICES

CAVEAT AL311175M 22/08/2014
Caveator
CITIPOWER PTY
Grounds of Claim
LEASE WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
20/08/2014
Estate or Interest
LEASEHOLD ESTATE
Prohibition
ANY INSTRUMENT THAT AFFECTS MY/OUR INTEREST
Lodged by
CITIPOWER PTY
Notices to
CITIPOWER PTY of LEVEL 8 40 MARKET STREET MELBOURNE VIC 3000

For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AH547377R 09/10/2010

DIAGRAM LOCATION

SEE TP272439V FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AL311175M	CAVEAT	Registered	22/08/2014
BP002940C	BOUNDARY PLAN	Approved	19/09/2014

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

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

Street Address: 248-250 CITY ROAD SOUTHBANK VIC 3006

DOCUMENT END

TITLE PLAN		EDITION 1	TP 272439V

Location of Land

Parish: CITY OF SOUTH MELBOURNE PARISH OF MELBOURNE SOUTH
Township:
Section: 80
Crown Allotment: 8
Crown Portion:

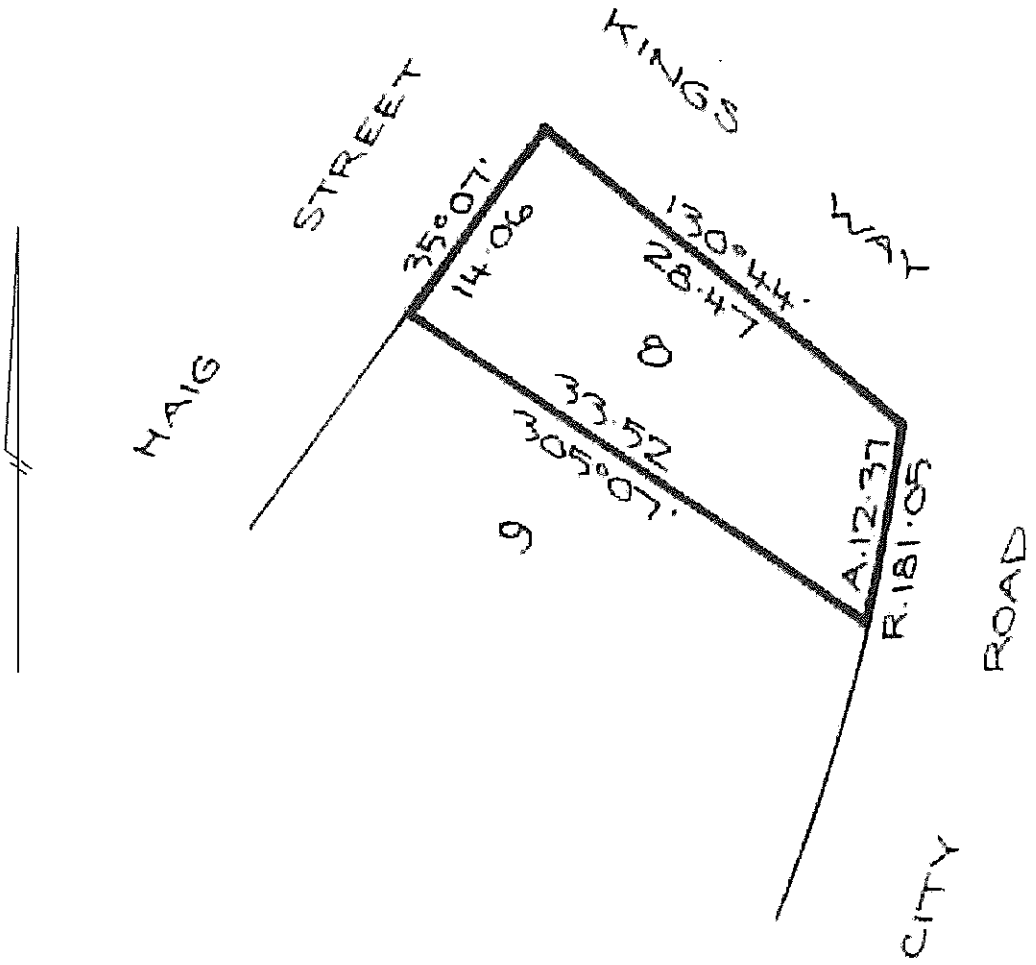
Last Plan Reference:
Derived From: VOL 5383 FOL 462
Depth Limitation: NIL

Notations

ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

Description of Land / Easement Information

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT
COMPILED: 17/01/2000
VERIFIED: BH



LENGTHS ARE IN METRES	Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 1 of 1 sheets

Register Search Statement - Volume 9316 Folio 501

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

VOLUME 09316 FOLIO 501 Security no : 124052320293U
Produced 25/09/2014 04:52 pm

LAND DESCRIPTION

Crown Allotment 9 Section 80 City of South Melbourne Parish of Melbourne South.
PARENT TITLE Volume 01114 Folio 627
Created by instrument H422927 26/02/1979

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SPG 248 CITY ROAD LANDOWNER PTY LTD of 245 CITY ROAD SOUTHBANK VIC 3006
AK944154X 04/03/2014

ENCUMBRANCES, CAVEATS AND NOTICES

CAVEAT AL311175M 22/08/2014
Caveator
CITIPOWER PTY
Grounds of Claim
LEASE WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
20/08/2014
Estate or Interest
LEASEHOLD ESTATE
Prohibition
ANY INSTRUMENT THAT AFFECTS MY/OUR INTEREST
Lodged by
CITIPOWER PTY
Notices to
CITIPOWER PTY of LEVEL 8 40 MARKET STREET MELBOURNE VIC 3000

For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AH547377R 09/10/2010

DIAGRAM LOCATION

SEE TP282077X FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AL311175M	CAVEAT	Registered	22/08/2014
BP002940C	BOUNDARY PLAN	Approved	19/09/2014

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

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

Street Address: 252-254 CITY ROAD SOUTHBANK VIC 3006

DOCUMENT END

TITLE PLAN		EDITION 1	TP 282077X

Location of Land

Parish: CITY OF SOUTH MELBOURNE PARISH OF MELBOURNE SOUTH
Township:
Section: 80
Crown Allotment: 9
Crown Portion:

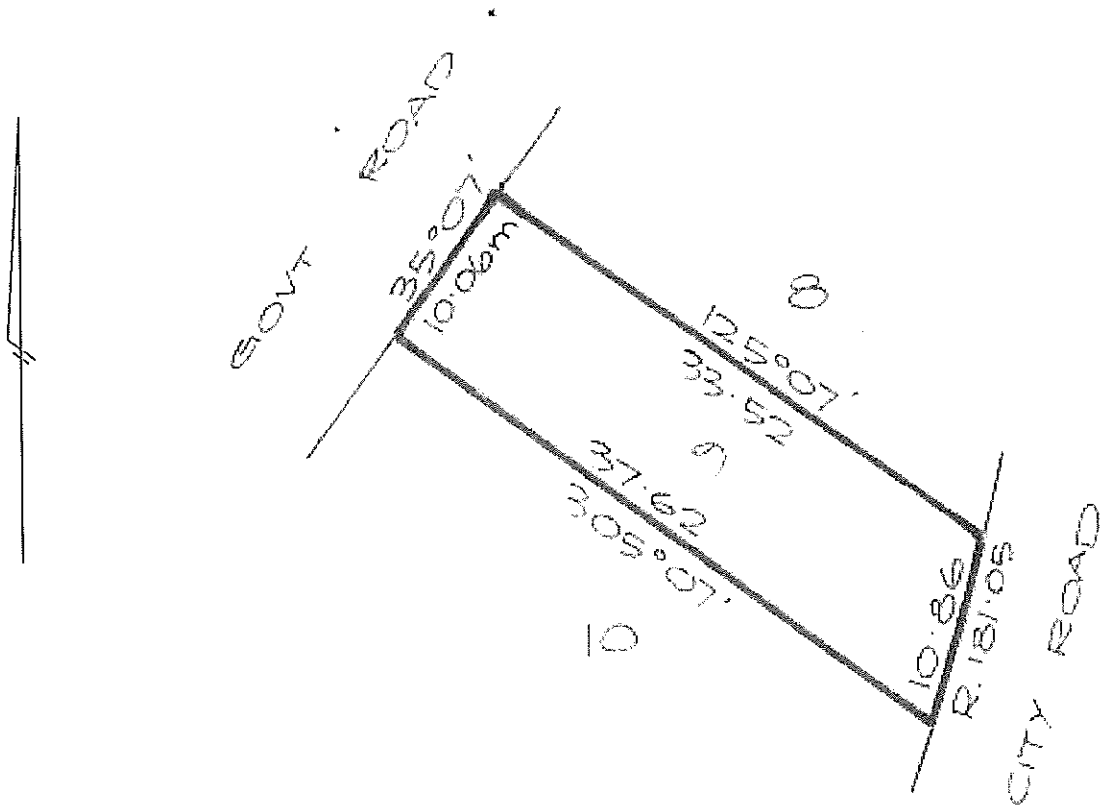
Last Plan Reference:
Derived From: VOL 9316 FOL 501
Depth Limitation: NIL

Notations

ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

Description of Land / Easement Information

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT
COMPILED: 27/09/2000
VERIFIED: CL



LENGTHS ARE IN METRES	Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 1 of 1 sheets

CAVEAT

AL311175M
22/08/2014 $76.90 89

Section 89 Transfer of Land Act 1958

Lodged by:
Name: CitiPower Pty
Phone: 9683 4273
Address: Level 8, 40 Market Street, Melbourne
Ref: Property Group CG
Customer Code: 9926R

The caveator claims the estate or interest specified in the land described on the grounds set out and forbids the registration of any person as proprietor of and of any instrument affecting the estate or interest to the extent specified.

Land: *(title, mortgage, charge or lease)*
The land contained in Certificates of Title Volume 05383 Folio 462 and Volume 9316 Folio 501

Caveator: *(full name and address)*

CITIPOWER PTY (ACN 064 651 056)
Level 8, 40 Market Street, Melbourne

Estate or Interest claimed:
An equitable interest as a grantee under an Agreement for Lease

Grounds of claim:

The Caveator is the grantee under an Agreement for Lease granted by SPG 248 CITY ROAD LANDOWNER PTY LTD (ACN 167 207 436) dated 20 August 2014

Extent of prohibition: *(if not ABSOLUTELY delete and insert desired text)*

Any dealing affecting the interest of the Caveator under the Agreement for Lease

Address in Victoria for service of notice *(including postcode)*
CitiPower Pty, Company Secretary, Level 8, 40 Market Street, Melbourne, Victoria, 3000

Dated: 20 August 2014

Signature of caveator

EXECUTED by **CITIPOWER PTY**)
ACN 064 651 056 by its duly appointed attorney)
SIMON LUCAS, Company Secretary)
pursuant to Power of Attorney dated **4 October 2013**)
a certified copy of which is filed in **Permanent**)
Order Book No. 277 at Page 032 Item 30)
in the presence of:)

.....
Witness Sign

.....

Ref: X8658 97AM4201

Approval No. 10701209A

C

STAMP DUTY USE ONLY

THE BACK OF THIS FORM MUST NOT BE USED

Land Registry, 570 Bourke Street, Melbourne 3000, Phone 8636-2010

AH547377R
09/10/2010 $105.20 173

Section 181

Form 18

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged by:

Name:

Phone: **Mallesons Stephen Jaques**
Code : 1177B

Address:

Ref: Customer Code: 1177B

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: *Certificates of Title Volume 5383 Folio 462 and Volume 9316 Folio 501*

Authority:

Melbourne City Council
Town Hall
90 Swanston Street
Melbourne, Victoria, 3000

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987.

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer: Kim Wood

Title of Officer: Chief Legal Counsel

Date: 6 October 2010

3438700

Dated the 4TH day of OCTOBER, 2010

MELBOURNE CITY COUNCIL

and

WADAHAWAN 248 CITY ROAD PTY LTD (ACN 133 561 734)

Agreement under Section 173 of the *Planning and Environment Act* 1987

Land 248 – 252 City Road, Southbank

M:2954083_1 KLG

MELBOURNE CITY COUNCIL
Legal Services Branch
3rd Floor Town Hall
90 Swanston Street
MELBOURNE VIC 3000

SECTION 173 AGREEMENT

CONTENTS

DATE: August 2010

AH547377R
09/10/2010 $105.20 173

PARTIES: **MELBOURNE CITY COUNCIL** of Town Hall, Swanston Street, Melbourne, Victoria 3000 ("Council")

The Party referred to in Item 1 of the Schedule ("Owner")

RECITALS:

A. The Council is the responsible authority for the administration of the Scheme pursuant to the provisions of the Act.

B. The Owner is or is entitled to be the registered proprietor of the Land.

C. The Council issued the Permit.

D. The Permit allows the use or development referred to in Item 4 of the Schedule.

E. The Permit is conditional on the Owner entering into an Agreement under Section 173 of the Act with the responsible authority. The Agreement must provide for the matters referred to in Item 5 of the Schedule.

F. The subject land is encumbered by a Mortgage, details of which are referred to in Item 6 of the Schedule.

OPERATIVE PROVISIONS:

1. DEFINITIONS

In this Agreement (including the Recitals) the terms and words set out in this clause shall have the following meanings unless otherwise indicated by the context:

1.1. **"Act"** means the *Planning and Environment Act 1987*.

1.2. **"Commencement Date"** means the date on which this Agreement commences and referred to in Item 7 of the Schedule.

1.3. **"Council's Representative"** means the person referred to in Item 8 of the Schedule.

1.4. **"Land"** means the land described in Item 2 of the Schedule.

1.5. **"Lot"** means a lot on the Plan.

1.6. **"Owner"** means the person or persons entitled from time to time to be registered by the Registrar of the Land Titles Office as proprietor or proprietors of an estate in fee simple of the Land or any part of it.

1.7. **"Permit"** means the Planning Permit referred to in Item 3 of the Schedule.

1.8. **"Plan"** means the Plan of Subdivision referred to in Item 9 of the Schedule.

1.9. **"Planning Approval"** shall mean and include any planning permit issued in accordance with the Act.

1.10. **"Projections"** means those parts of the development that extend into airspace of land under the care and management of the Council;

1.11. **"Scheme"** means the Melbourne Planning Scheme.

1.12. **"Termination Date"** means the date or specified event referred to in Item 10 of the Schedule on which this Agreement shall end in accordance with Section 177 of the Act.

1.13. **"Works"** means the works referred to in Item 11 of the Schedule to be carried out pursuant to the Permit.

2. INTERPRETATION

2.1. Unless the context provides otherwise, the singular includes the plural and the plural includes the singular.

2.2. A reference to a gender includes a reference to each other gender.

2.3. A reference to a person includes a reference to a firm, corporation or other corporate body.

2.4. If the Owner is more than one person this Agreement binds them jointly and each of them severally.

2.5. A reference to legislation includes a modification or re-enactment of it, a legislative provision substituted for it or amendment of it, and a regulation or statutory instrument issued under it.

2.6. All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

2.7. The recitals to this Agreement are and will be deemed to form part of this Agreement.

2.8. Any reference in this Agreement to the Council includes its agents, officers, employees, servants, workers and contractors.

3. AGREEMENT UNDER SECTION 173 OF THE ACT

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

4. EFFECT OF AGREEMENT

4.1. Agreement runs with the Land

This Agreement shall be deemed to come into force and effect as from the date of commencement of the Agreement and the benefit and burden of this Agreement shall run with and be annexed to the Land.

4.2. Planning Objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Scheme and any matters incidental thereto.

4.3. Binding Covenants

The obligations of the Owner under this Agreement will take effect as separate and several covenants which shall be annexed to and run at law and equity with the Land to bind the Owner and each successor, assignee or transferee of the Owner, the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Land and every part of the Land.

5. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner shall until such time as a memorandum of this Agreement is registered on the title to the Land ensure that the Owner's successors in title:

5.1. give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

5.2. execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

6. COVENANTS OF OWNER

The Owner covenants and agrees that in accordance with the requirements of Condition 7 of the Permit in relation to the Projections:

6.1. the Owner shall be solely responsible for all care, repair, replacement, maintenance or any other works of any kind required in relation to or to be carried out on the Projections and shall undertake those works at such times as are necessary and sufficient to maintain the Projections in good order and condition; and

6.2. the Owner shall indemnify Council against all actions, claims, demands, losses, damages, costs and expenses for which the Council may become liable in respect of or arising from the Projections; and

6.3. the Owner acknowledges it cannot make and will not make an adverse possession claim or make any application seeking title to the airspace occupied by the Projections; and

6.4. there are no mortgages, liens charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land not disclosed by the usual searches or notified to the Council; and

6.5. no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to on Section 42 of the *Transfer of Land Act 1958*; and

6.6. it will do all things reasonably necessary including the signing of any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants, agreements and obligations under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings; and

6.7. it consents to the Council making application to the Registrar of the Land Titles Office to make a recording of this Agreement in the Register on the folio of the Register which relates to the Land in accordance with Section 181 of the Act and do all things reasonably necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section; and

6.8. it will indemnify and keep indemnified the Council and the Council's agents in relation to all costs, expenses, losses or damages whatsoever which the Council or its agents may sustain, incur or suffer or be or become liable for in respect of any suit, action, proceeding, judgment or claim brought by any person whatsoever arising from or referable to the matters referred to in this Agreement or any breach of this Agreement, except to the extent that any negligent act or omission of the Council directly contributes to the cost, expense, loss or damage.

7. COSTS

7.1. The Owner shall pay within 14 days of demand to the Council the Council's costs and expenses including legal expenses of and incidental to:

7.1.1. the negotiation, preparation, execution registration and enforcement of this Agreement including all moneys, costs (including charges for consultants, architects and legal advice and assistance) charges and expenses which the Council actually pays, incurs or expends, in consequence of any default in the performance and observance of any covenant, proviso, condition or agreement herein contained or implied and on the Owner's part to be performed and observed or under or in exercise or enforcement or attempted exercise or enforcement of any right, power or remedy herein contained; and

7.1.2. any request by the Owner for the Council's consent or approval where such consent or approval is required under any covenant, proviso, condition or agreement herein contained.

8. DEFAULT OF OWNER

In the event of the Owner defaulting or failing to perform any of the Owner's obligations under this Agreement, the Council may without prejudice to any other remedies rectify such default and the reasonable cost of any works undertaken by the Council to rectify any default shall be borne by the Owner and any such costs shall be capable of being recovered by the Council in any Court of competent jurisdiction as a civil debt recoverable summarily.

9. INTEREST AND CHARGE

9.1. If any of the monies payable pursuant to this Agreement are not paid by the due date, the amount then due and unpaid shall attract interest from the relevant due date until the date when such money is paid at the rate of interest from time to time which the Council may be authorised by legislation to charge as interest on any unpaid rates and charges.

9.2. Any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and unpaid costs and expenses of the Council and shall then be applied in repayment of the unpaid sum.

10. NOTICES

10.1. A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served at the address, telephone or facsimile details of the parties are set out in the Schedule,

10.1.1. by delivering it personally to that party;

10.1.2. by sending it by prepaid post; or

10.1.3. by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post,

10.2. and notice or other communication is deemed served:

10.2.1. if delivered, on the next following business day;

10.2.2. if posted, on the expiration of two business days after the date of posting; or

10.2.3. if sent by facsimile, at the time recorded by the facsimile machine of the party receiving the transmission provided always that if the time recorded is after business hours, the time will be deemed to be 9.00am on the business day following the transmission.

11. FURTHER ASSURANCE

Each of the parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as shall reasonably be required to effect the terms and conditions contained in this Agreement.

12. OWNER'S ACKNOWLEDGMENT

The Owner expressly acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligations under this Agreement does or will restrain, limit or otherwise fetter the exercise by the Council of the powers, duties and discretions which the Council has or may have under the scheme to consider, approve, amend or to require further information in respect of any plans or applications relating to the use or development allowed by the Permit or the Land generally.

13. NO WAIVER

Any time or other indulgence granted by the Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement.

14. SEVERABILITY

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative.

15. MORATORIUM

To the fullest extent to which it may from time to time be lawful so to do the provisions of all statutes (including moratorium statutes) whether now existing or hereafter to come into force and operating directly or indirectly to lessen or otherwise modify or vary or affect in favour of any party the obligation of that party or stay, postpone or otherwise prevent or prejudicially affect the exercise by a party of all or any to the rights, powers and remedies conferred on the party by this Agreement are hereby expressly negatived and excluded from this Agreement.

16. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and such counterparts shall together constitute but one agreement.

17. GOVERNING LAW

This Agreement takes effect, is governed by and shall be construed in accordance with the laws from time to time in force in the State of Victoria.

18. ENDING OF AGREEMENT

18.1. This Agreement shall cease to operate on the termination date or otherwise as contemplated in Item 10 of the Schedule.

18.2. As soon as reasonably practicable after the Agreement has ended the Council will at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183 (2) of the Act to cancel the recording of this Agreement on the Register.

AH547377R

09/10/2010 $105.20 173

EXECUTED as a DEED

SIGNED SEALED AND DELIVERED by the **Executive Officer Planning** pursuant to an Instrument of Delegation authorised by Resolution of Council.

Witness

PATRICIA RIORDAN

EXECUTED by **WADHAWAN 248 CITY ROAD PTY LTD (ACN 133 561 734)** in accordance with section 127 of the Corporations Act:

Director

Director/Secretary

MADAPPA PALACHANDY

National Australia Bank as Mortgagee under Instrument of Mortgage No. AG251566V dated 16 December 2008 which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

Executed by National Australia Bank Limited by its Attorney BEN J BRADBENT who holds the position of Level 2 Attorney under Power of Attorney dated 1 March 2010 in the presence of:

Signature of Witness

Name of Witness CASEY BOCK

AH547377R
09/10/2010 $105.20 173

SCHEDULE

ITEM NO.	ISSUE	SPECIFICATION
1.	Owner	Wadhawan 248 City Road Pty Ltd ACN 133 561 734 216 City Road Melbourne Vic 3006
2.	Land description by address and Certificate of Title details	248 – 252 City Road, Southbank being the land described in Certificates of Title Volume 5383 Folio 462 and Volume 9316 folio 501
3.	Permit Number and date issued	Planning Permit No. TP-2009-724 issued on 7 July 2010
4.	What the Permit allows	The development of a multi-level building for the purpose of multiple dwellings and use for ground floor shops, residential display suite, a reduction of the car parking requirement and alterations to access to a road in a Road Zone, Category 1 in accordance with the endorsed plans.
5.	What the condition requiring the Agreement provides for	1. The Owner must indemnify Council against any claims arising from the existence of the Projections. 2. The Owner, at its cost and to the reasonable satisfaction of Council, must maintain and keep the Projections in good order and repair regardless of whether the need for maintenance or repair of the Projections arises from any act, neglect or default of the Owner. 3. The Owner must not make and adverse possession claim over the airspace occupied by the Projections.
6.	Mortgage details including name and address of Mortgagee, date mortgage registered and registered number	National Australia Bank Limited ABN 12 004 044 937 500 Bourke Street, Melbourne Victoria AG251566V 16/12/2008
7.	Commencement date	The date of this agreement
8.	Council's Representative is:	Connor Perrott, Senior Planning Officer
9.	Plan of Subdivision Reference Number	PS630696T
10.	Termination date or specified event	As agreed between the parties.
11.	Address, phone and facsimile of Council	Melbourne City Council Town Hall, Swanston Street Melbourne Ph: 9658 8408 Facsimile: 9650 1026x

M:2954083_1 KLG

12.	Address, phone and facsimile of Owner	Wadhawan 248 City Road Pty Ltd ACN 133 561 734 216 City Road Melbourne Vic 3006 Ph: 9677 8103 Facsimile: 9677 8105

PLAN OF SUBDIVISION

STAGE No.	LRS use only	Plan Number
1	EDITION	PS 630696T

LOCATION OF LAND

Parish: MELBOURNE SOUTH
CITY OF SOUTH MELBOURNE

Township: —

Section: 80

Crown Allotment: 8 & 9

Crown Portion: —

Title Reference: VOL.5383 FOL.462,
VOL.9316 FOL.501

Last Plan Reference: TP 272439V, TP 282077X

Postal Address: (at time of subdivision) 248-254 CITY ROAD, SOUTHBANK, 3006.

MGA Co-ordinates (of approx centre of land in plan) E 320 430 N 5 811 555 ZONE: 55

Council Certification and Endorsement

Council Name: CITY OF MELBOURNE REF:

1. This plan is certified under section 6 of the Subdivision Act 1988.
2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / /
3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.
(ii) The requirement has been satisfied.
(iii) The requirement is to be satisfied in Stage.....

Council Delegate
Council Seal

Date / /

Re-certified under section 11(7) of the Subdivision Act 1988.

Council Delegate
Council Seal

Date / /

Vesting of Roads and / or Reserves

Identifier	Council/Body/Person
NIL	NIL

Notations

Staging This is/~~is not~~ a staged subdivision
Planning Permit No.

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

COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND COMMON PROPERTY No.2 AND IT INCLUDES THE STRUCTURE OF THOSE WALLS, FLOORS & CEILINGS WHICH DEFINE BOUNDARIES.

ALL COLUMNS, SLABS, BEAMS, EXTERNAL BUILDING WALLS, AND ALL INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITIONS OF THESE COLUMNS, SLABS, BEAMS, DUCTS, SHAFTS AND WALLS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

Depth Limitation NIL

THIS IS A SPEAR PLAN.

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS.
INTERIOR FACE - ALL BOUNDARIES

LOTS NUMBERS 1 TO 400, 411 TO 500, 511 TO 600, 611 TO 700, 711 TO 800, 809 TO 900, 909 TO 1000, 1009 TO 1100, 1109 TO 1200, 1209 TO 1300, 1309 TO 1400, 1408 TO 1500, 1508 TO 1600, 1608 TO 1700, 1708 TO 1800, 1808 TO 1900, 1908 TO 2000, 2008 TO 2100, 2108 TO 2200, 2208 TO 2300, 2308 TO 2400, 2408 TO 2500, 2508 TO 2600, 2608 TO 2700, 2708 TO 2800, 2808 TO 2900 AND 2908 TO 3000 HAVE BEEN OMITTED FROM THIS PLAN.

SURVEY THIS PLAN IS/~~IS NOT~~ BASED ON SURVEY.

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s)
IN PROCLAIMED SURVEY AREA No. —

Easement Information

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

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of

PRELIMINARY

THIS PLAN IS FOR CONTRACT OF SALE PURPOSES ONLY AND WILL BE SUBJECT TO VARIOUS CHANGES

LRS use only

Statement of Compliance/ Exemption Statement

Received ☐

Date / /

LRS use only

Plan Registered

Time

Date / /

.....
Assistant Registrar of Titles

Sheet 1 of 21 Sheets

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LICENSED SURVEYOR (PRINT) ANDREW JOHN BUSSE

SIGNATURE DIGITALLY SIGNED DATE

REF. 1300155 VERSION 7

1300155-PS-ST-1-V7.dwg

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DATE / /
COUNCIL DELEGATE SIGNATURE

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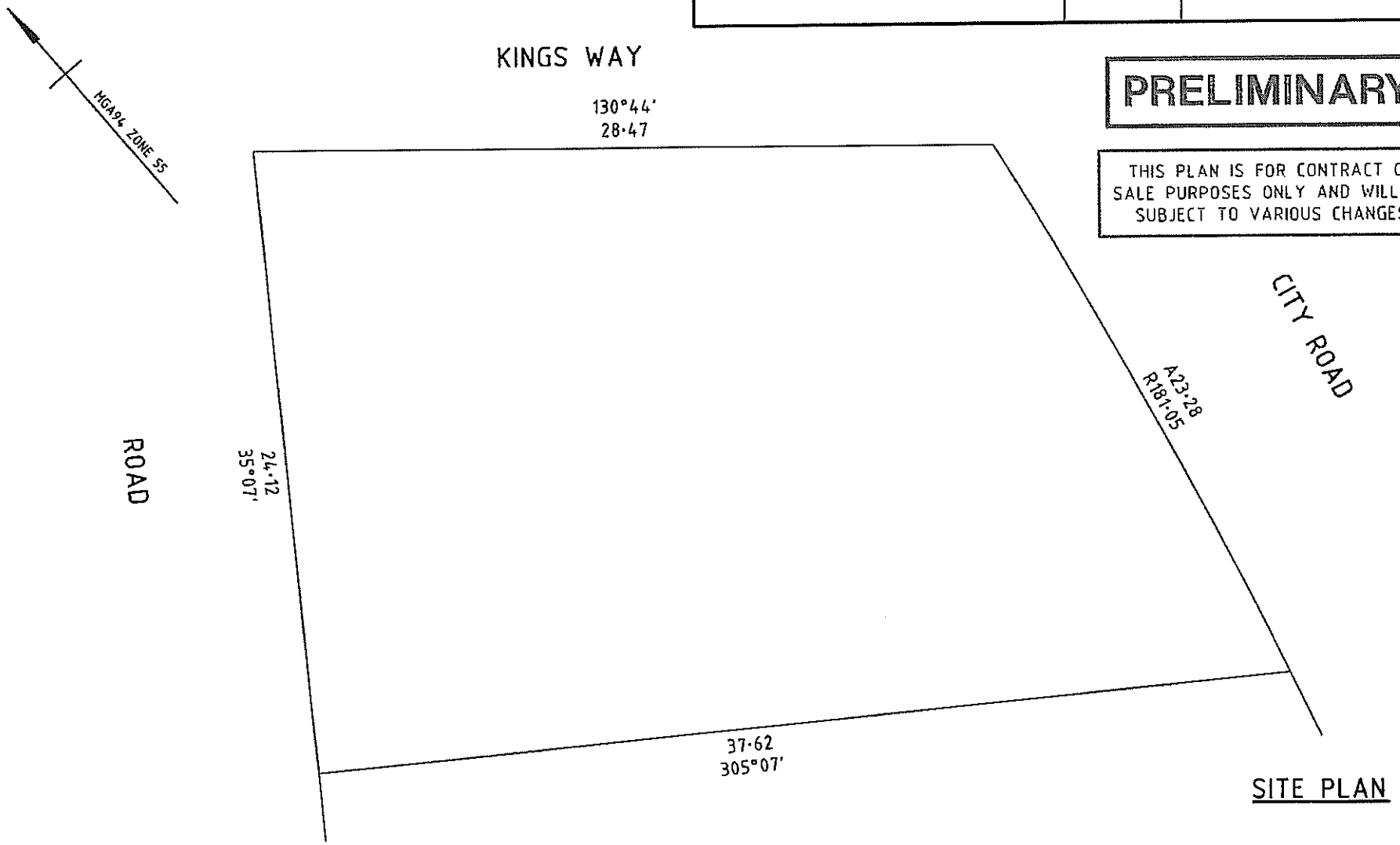
PLAN OF SUBDIVISION	STAGE No. 1	Plan Number PS 630696T



PRELIMINARY

THIS PLAN IS FOR CONTRACT OF SALE PURPOSES ONLY AND WILL BE SUBJECT TO VARIOUS CHANGES

SITE PLAN

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PLAN OF SUBDIVISION	STAGE No.	Plan Number
	1	PS 630696T

PRELIMINARY

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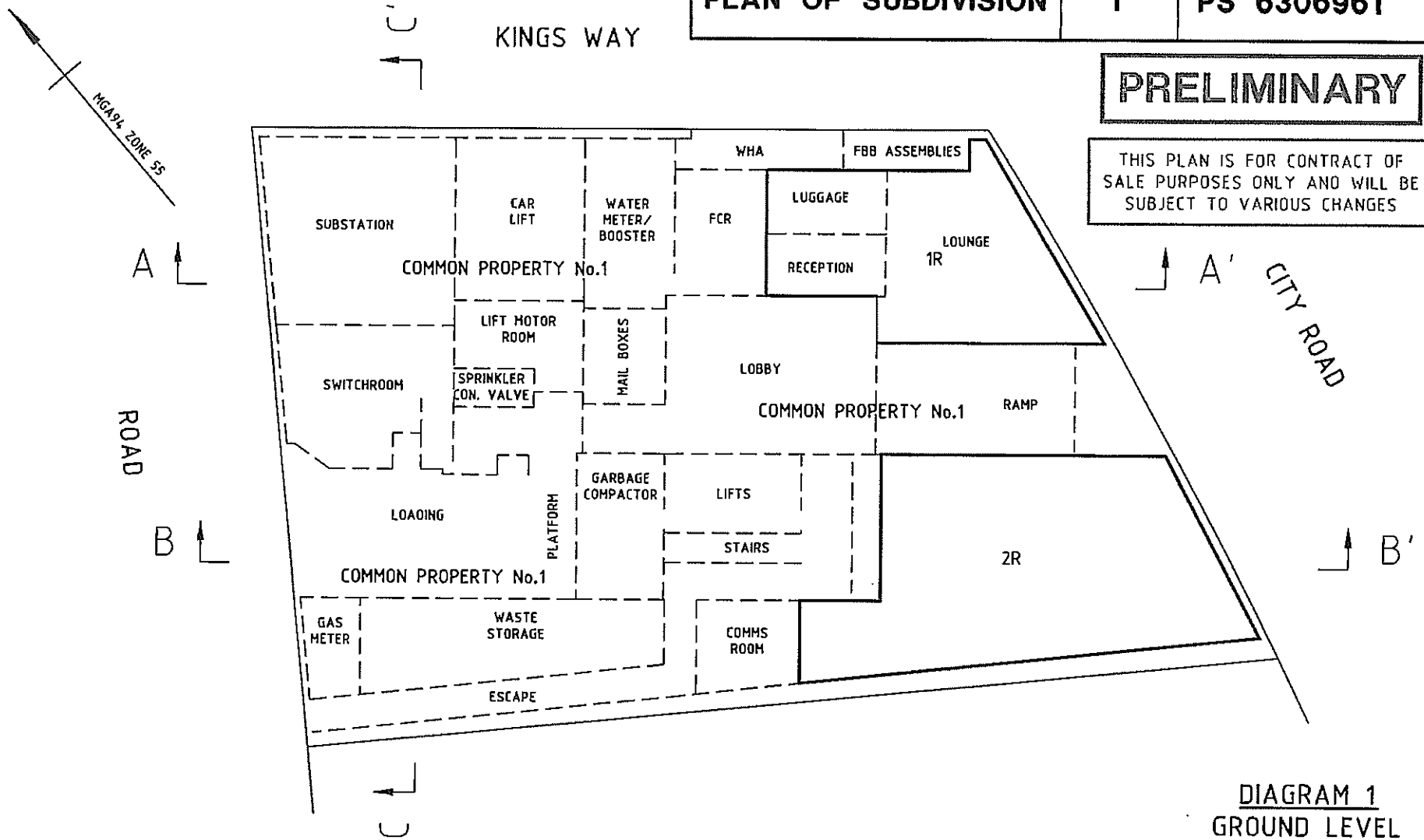

DIAGRAM 1
GROUND LEVEL

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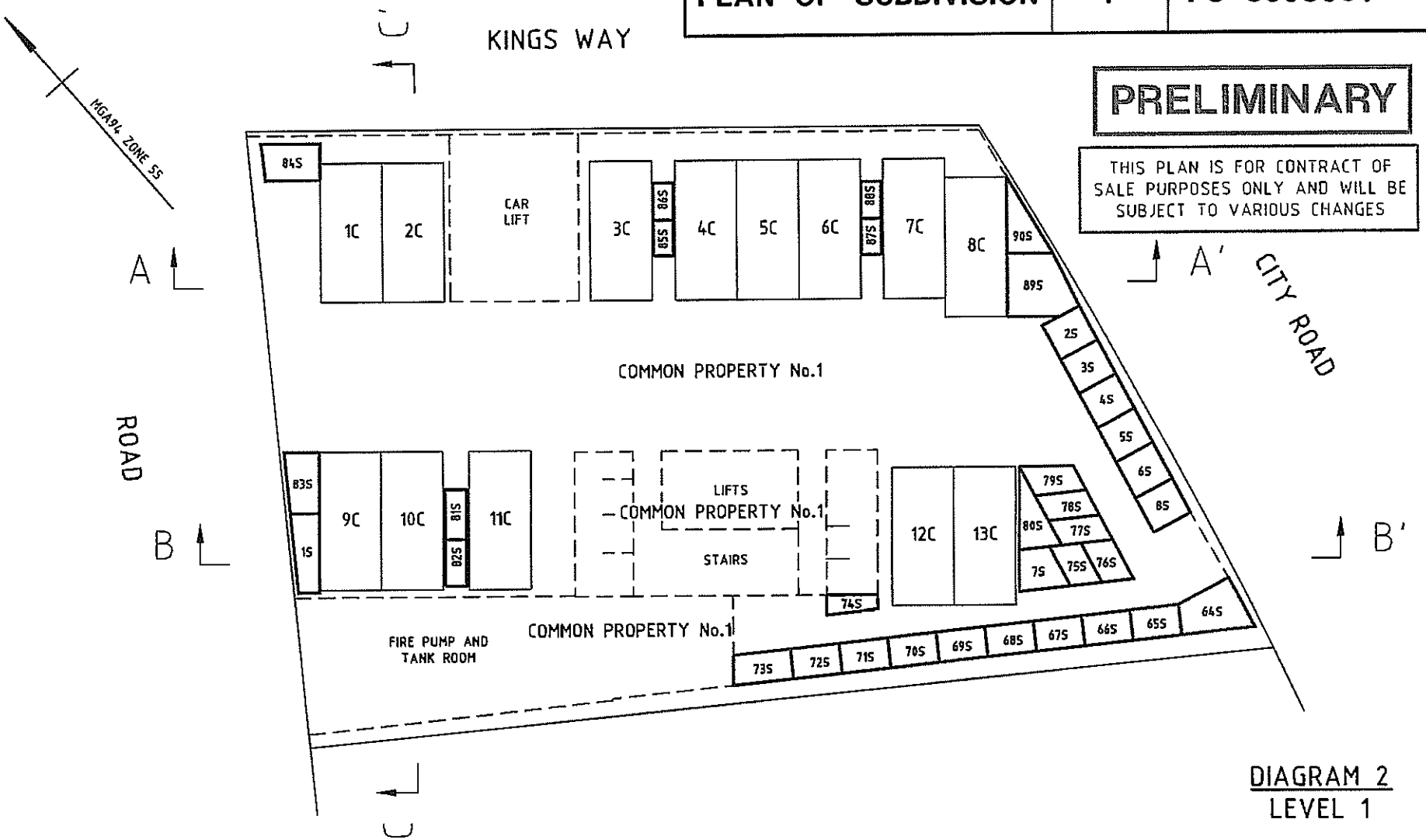

DIAGRAM 2
LEVEL 1

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PLAN OF SUBDIVISION	STAGE No.	Plan Number
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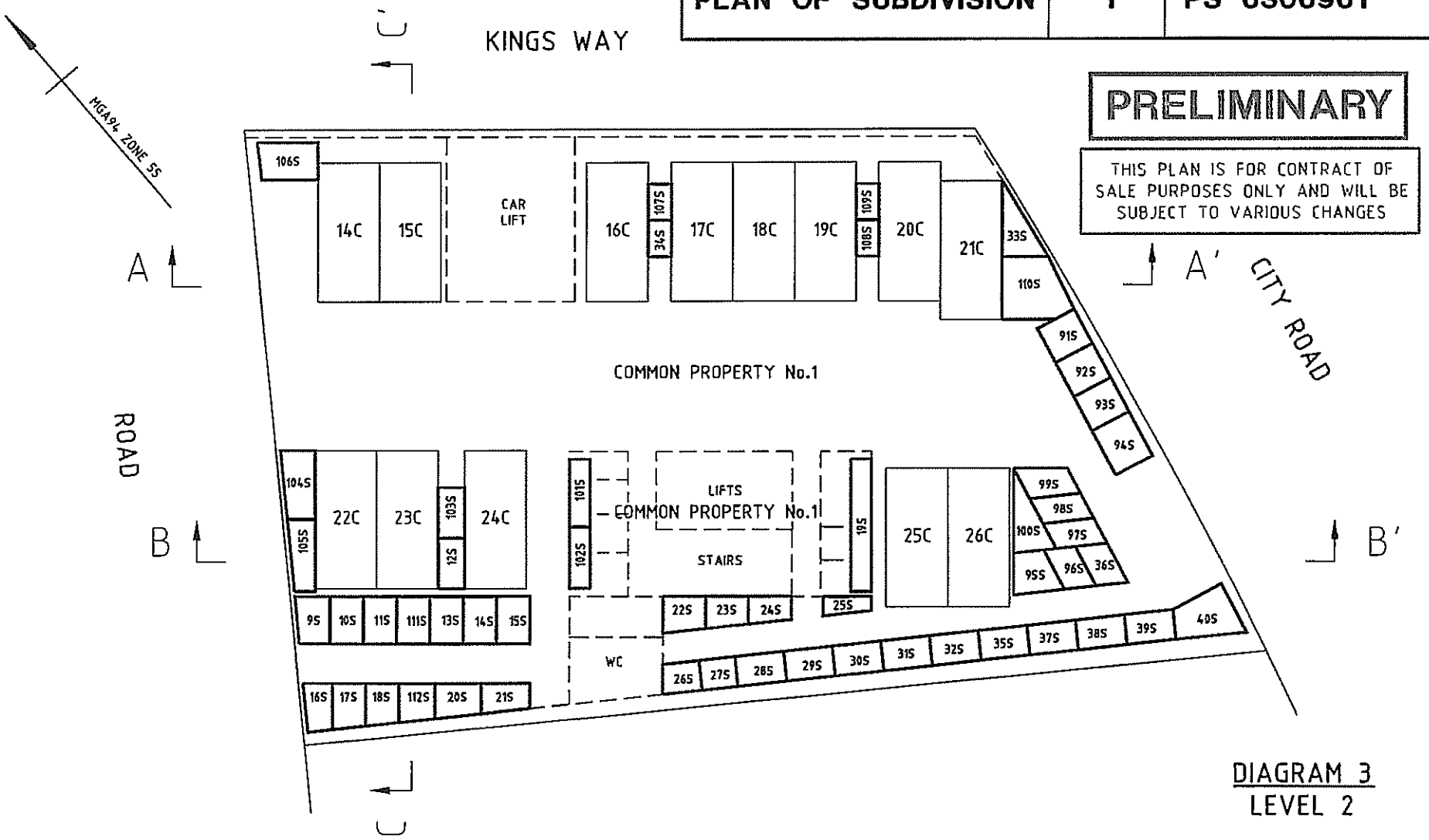

DIAGRAM 3
LEVEL 2

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PLAN OF SUBDIVISION	STAGE No. 1	Plan Number PS 630696T

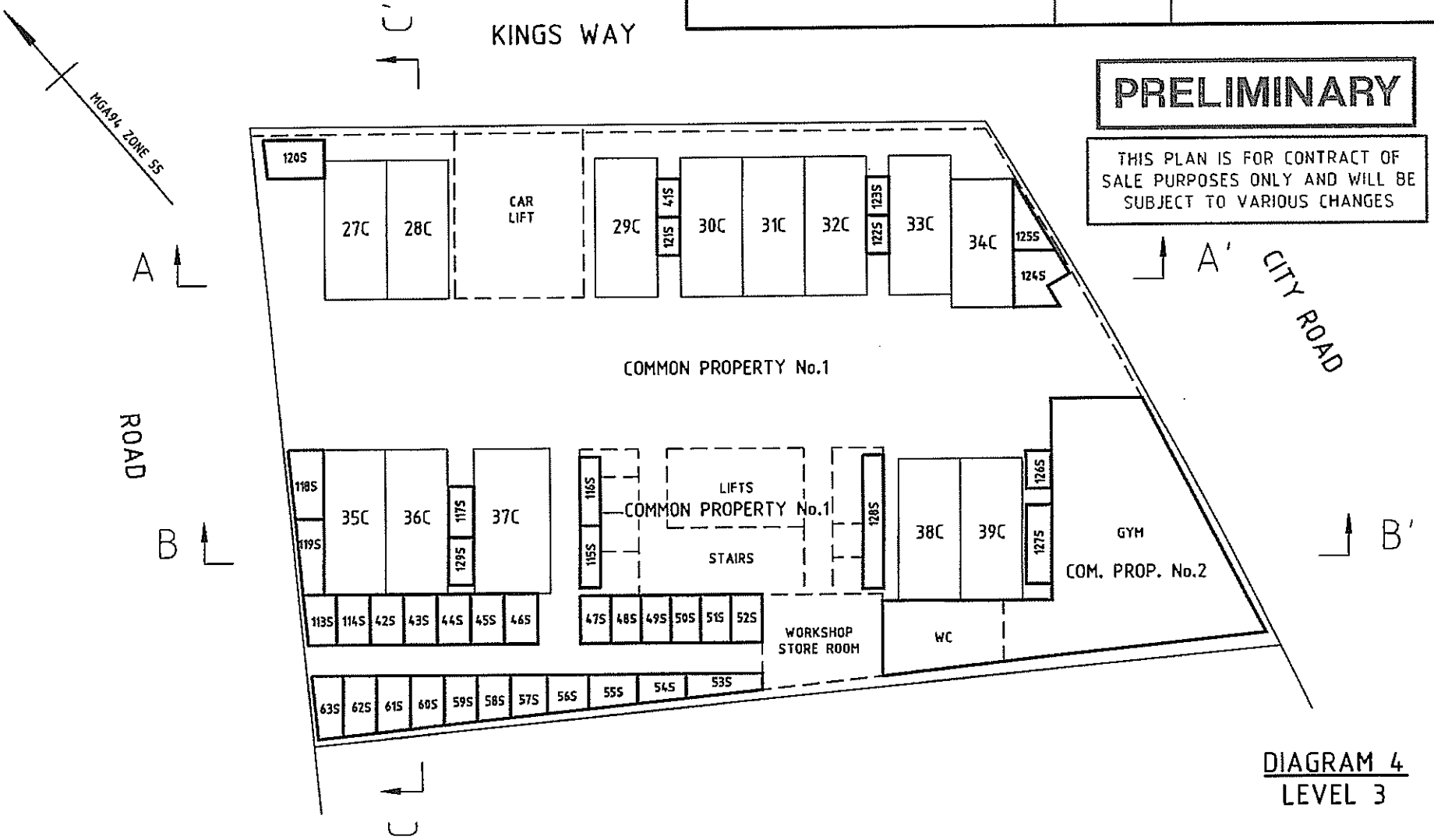

DIAGRAM 4
LEVEL 3

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PLAN OF SUBDIVISION	STAGE No. 1	Plan Number PS 630696T

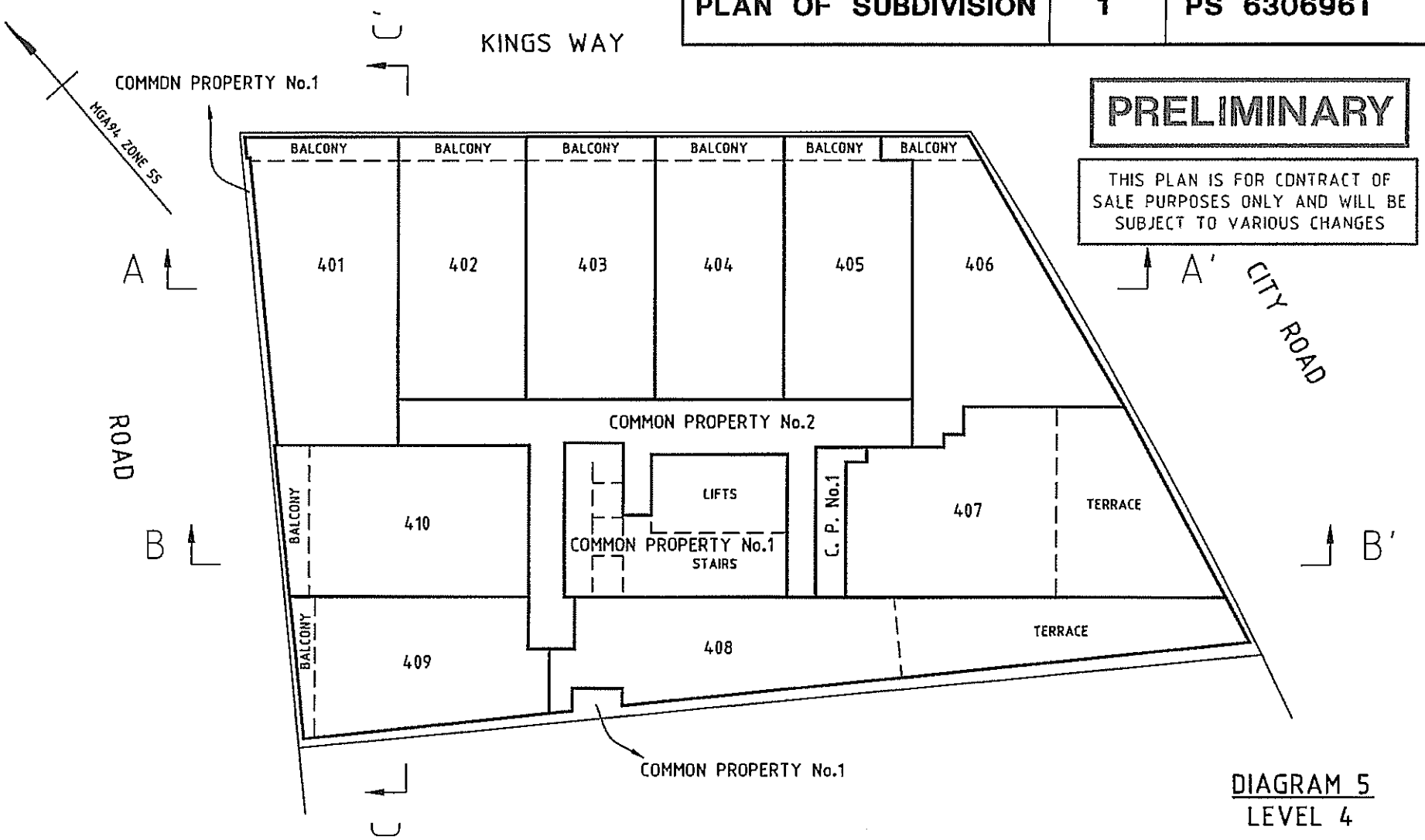

DIAGRAM 5
LEVEL 4

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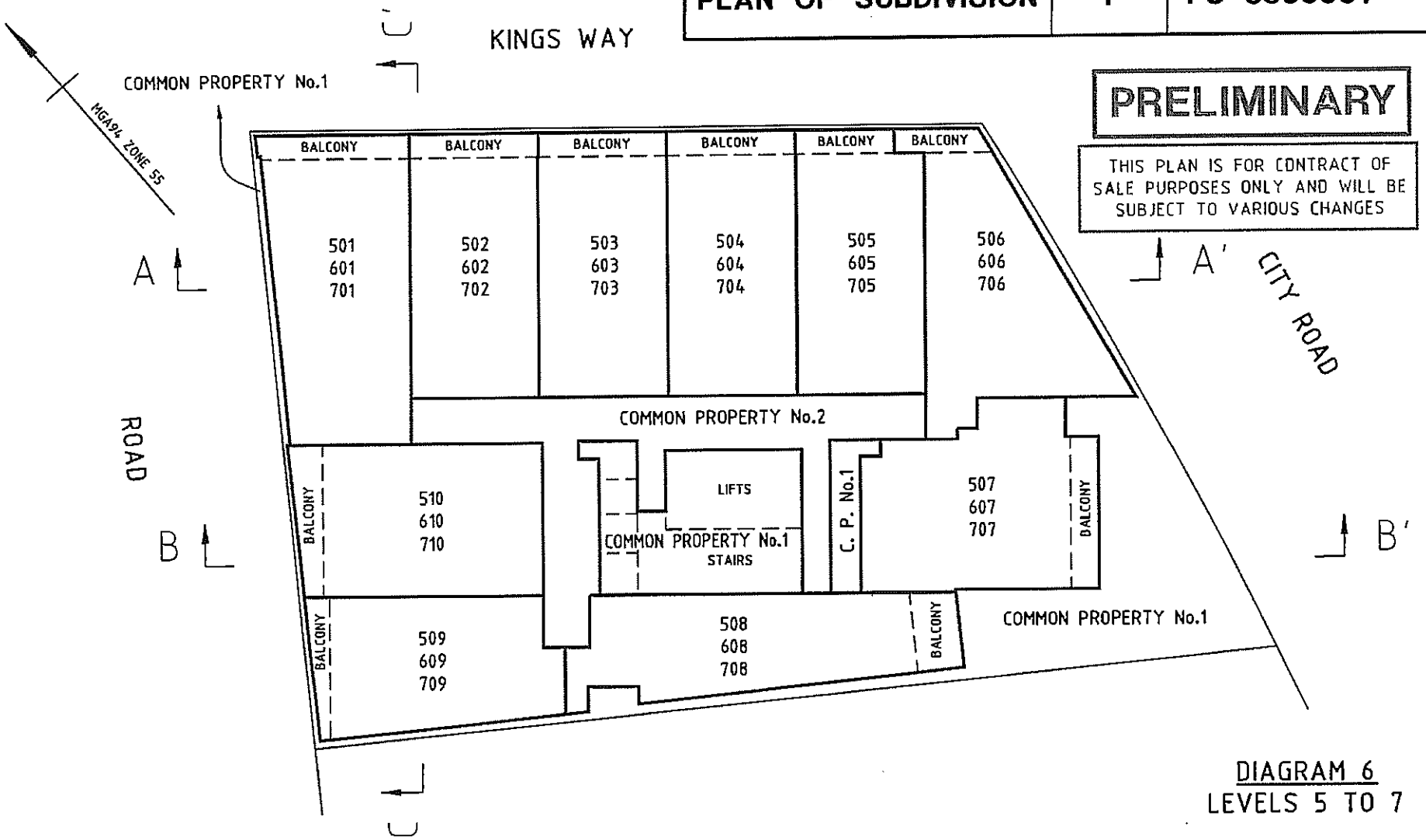

DIAGRAM 6
LEVELS 5 TO 7

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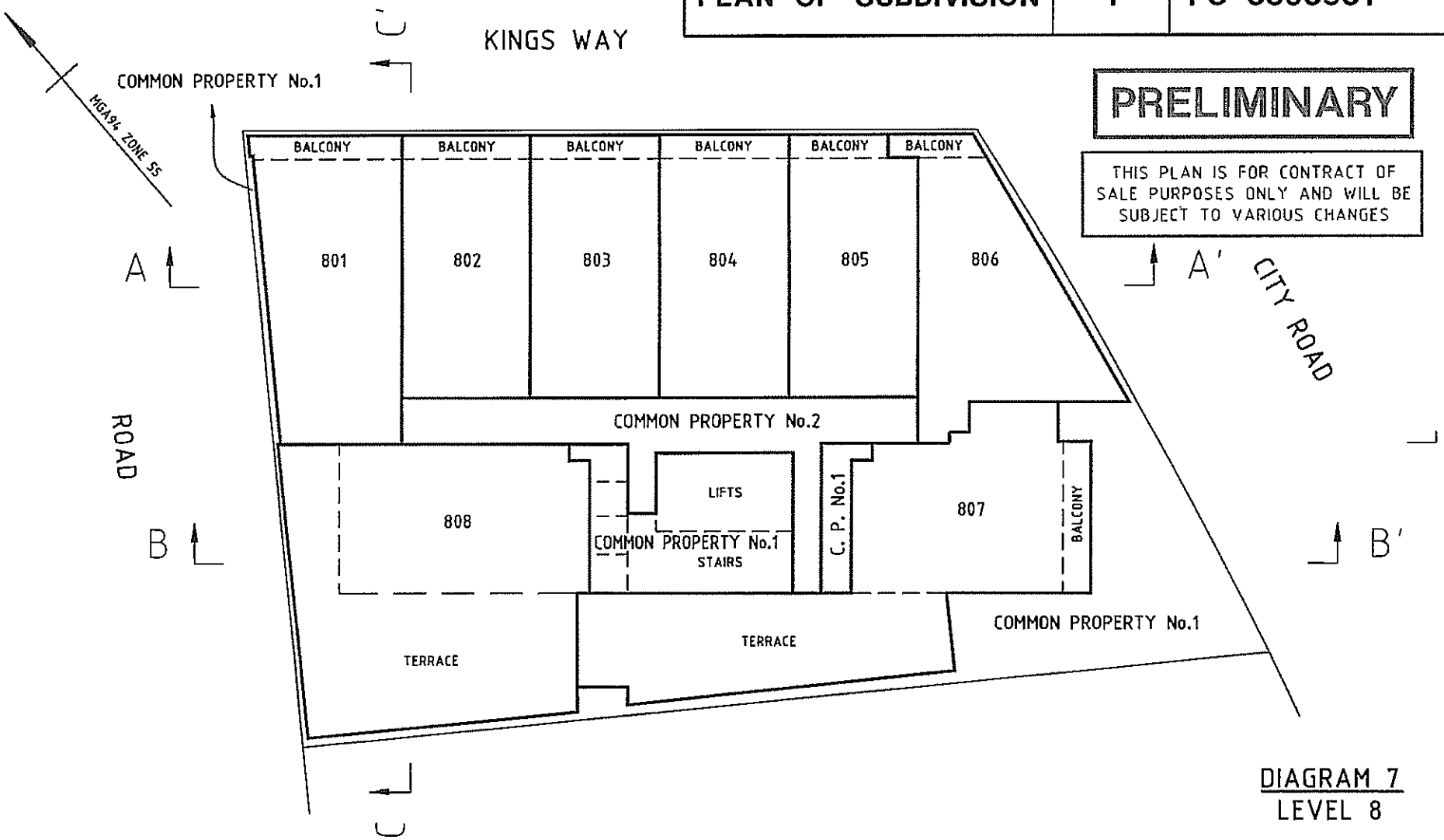

PRELIMINARY

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DIAGRAM 7
LEVEL 8

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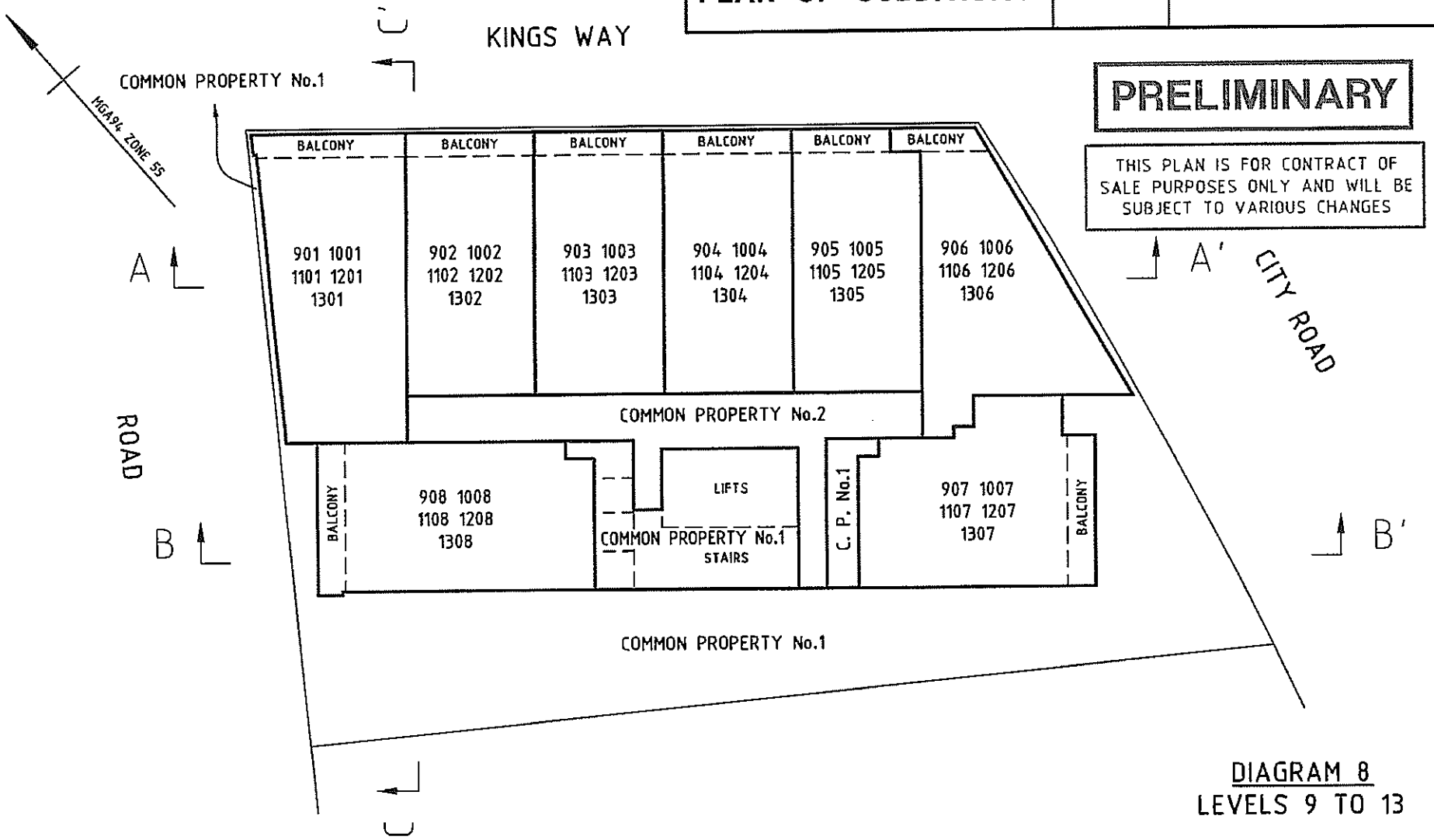

PRELIMINARY

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DIAGRAM 8
LEVELS 9 TO 13

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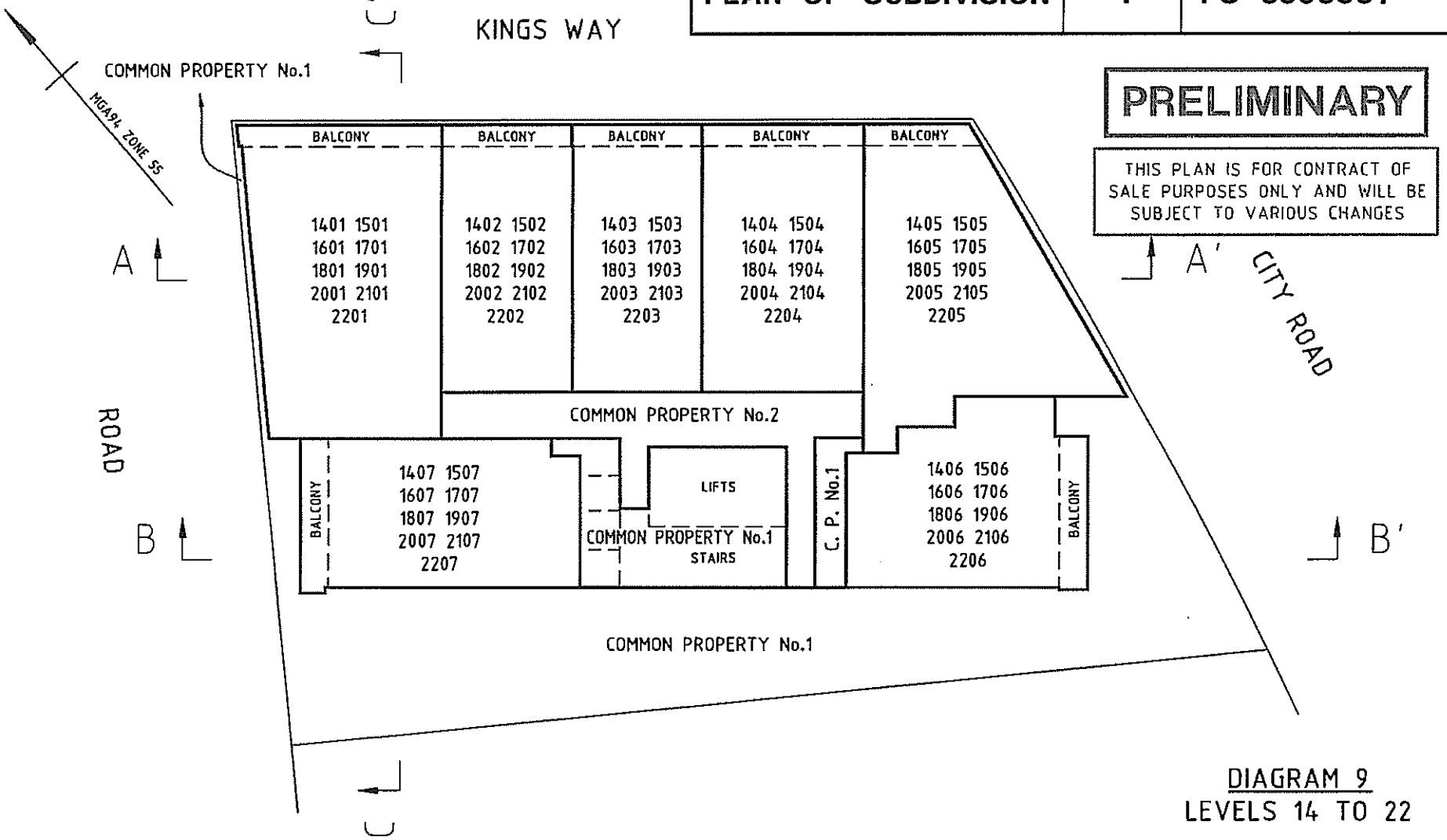

PRELIMINARY

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DIAGRAM 9
LEVELS 14 TO 22

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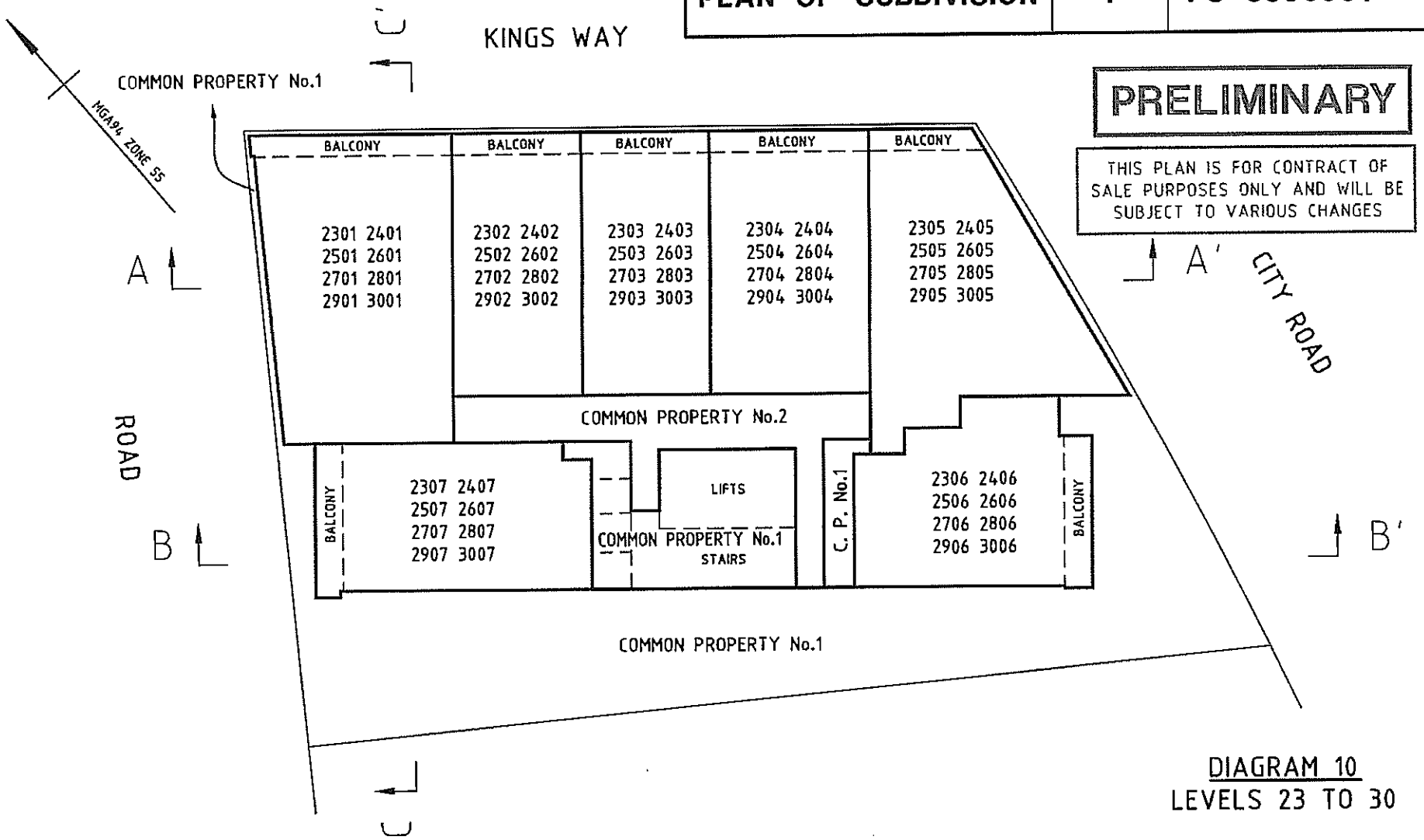

DIAGRAM 10
LEVELS 23 TO 30

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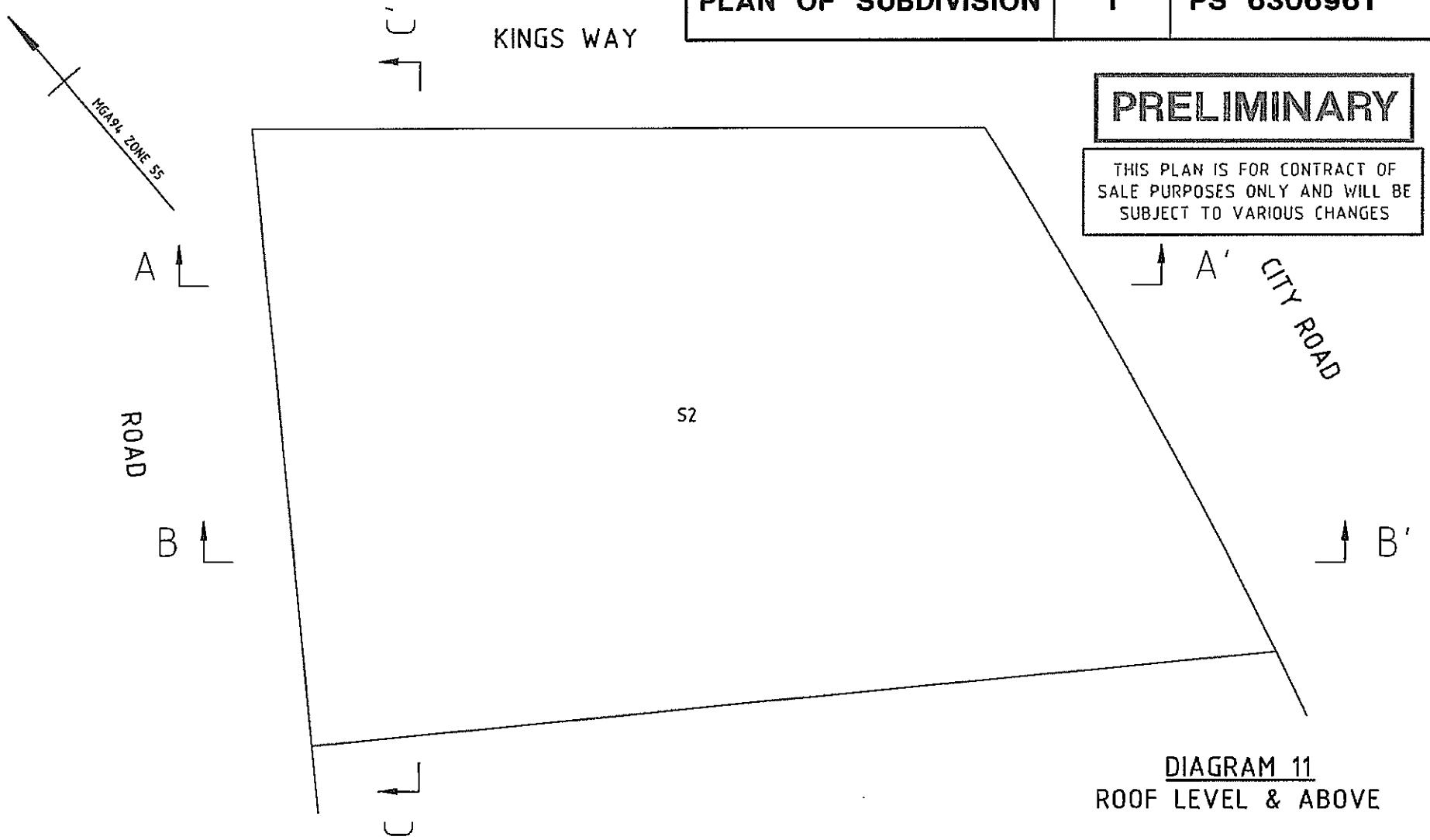
SCALE
1·5 0 1·5 3 4·5 6 7·5
LENGTHS ARE IN METRES

ORIGINAL SCALE	SHEET SIZE
1:150	A3

LICENSED SURVEYOR (PRINT) .....
SIGNATURE ..... DATE
REF. 1300155 VERSION 7
130155-PS-ST-1-V7.dwg

Sheet 12
.....
DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. 1	Plan Number PS 630696T



PRELIMINARY

THIS PLAN IS FOR CONTRACT OF SALE PURPOSES ONLY AND WILL BE SUBJECT TO VARIOUS CHANGES

DIAGRAM 11
ROOF LEVEL & ABOVE

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SCALE
1·5 0 1·5 3 4·5 6 7·5
LENGTHS ARE IN METRES

ORIGINAL	
SCALE	SHEET SIZE
1:150	A3

LICENSED SURVEYOR (PRINT) .....
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REF. 1300155 VERSION 7
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Sheet 13
.....
DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. 1	Plan Number PS 630696T

PRELIMINARY

THIS PLAN IS FOR CONTRACT OF SALE PURPOSES ONLY AND WILL BE SUBJECT TO VARIOUS CHANGES

LEVEL 31	DIAGRAM 11
LEVEL 30	DIAGRAM 10
LEVEL 29	DIAGRAM 10
LEVEL 28	DIAGRAM 10
LEVEL 27	DIAGRAM 10
LEVEL 26	DIAGRAM 10
LEVEL 25	DIAGRAM 10
LEVEL 24	DIAGRAM 10
LEVEL 23	DIAGRAM 10
LEVEL 22	DIAGRAM 9
LEVEL 21	DIAGRAM 9
LEVEL 20	DIAGRAM 9
LEVEL 19	DIAGRAM 9
LEVEL 18	DIAGRAM 9
LEVEL 17	DIAGRAM 9
LEVEL 16	DIAGRAM 9
LEVEL 15	DIAGRAM 9
LEVEL 14	DIAGRAM 9
LEVEL 13	DIAGRAM 8
LEVEL 12	DIAGRAM 8
LEVEL 11	DIAGRAM 8
LEVEL 10	DIAGRAM 8
LEVEL 9	DIAGRAM 8
LEVEL 8	DIAGRAM 7
LEVEL 7	DIAGRAM 6
LEVEL 6	DIAGRAM 6
LEVEL 5	DIAGRAM 6
LEVEL 4	DIAGRAM 5
LEVEL 3	DIAGRAM 4
LEVEL 2	DIAGRAM 3
LEVEL 1	DIAGRAM 2
GROUND LEVEL	DIAGRAM 1

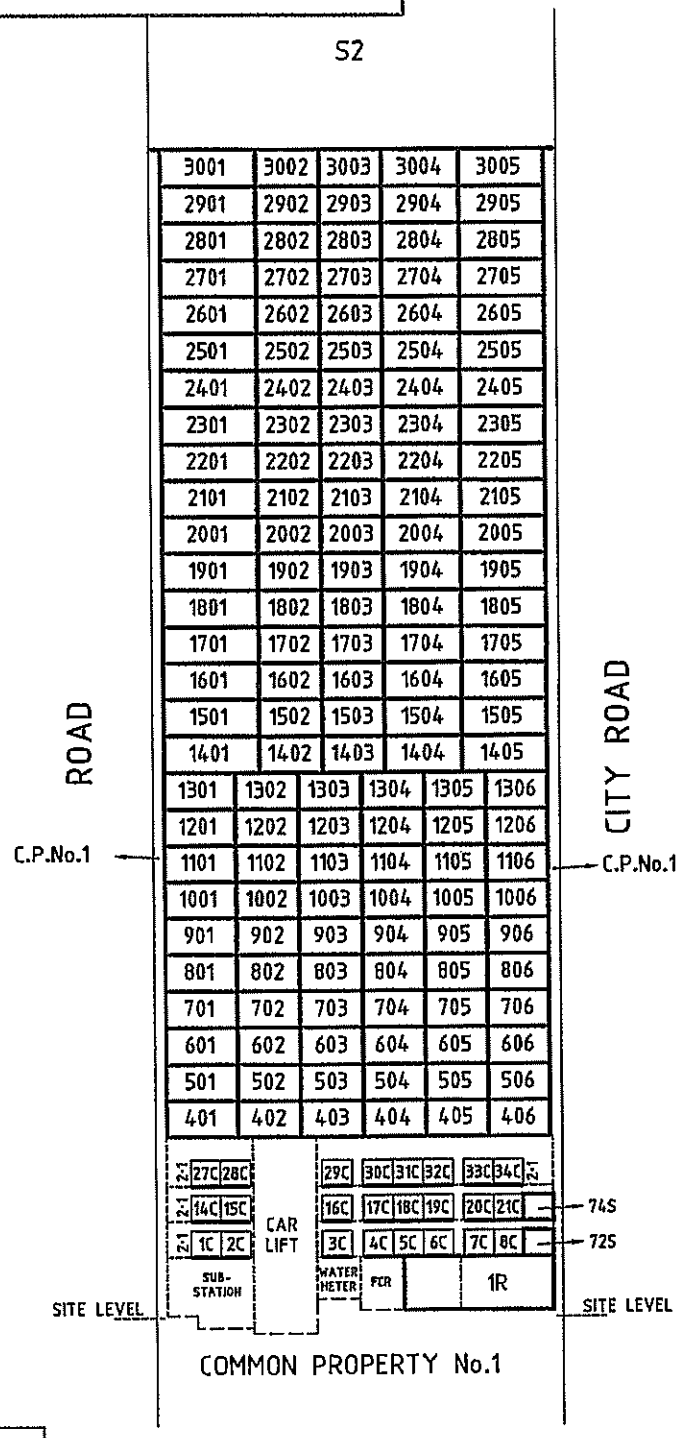

DIAGRAM 12

SECTION A-A'

NOT TO SCALE

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Sheet 14

NOT TO SCALE	ORIGINAL	LICENSED SURVEYOR (PRINT) .....
LENGTHS ARE IN METRES	SCALE / SHEET SIZE A3	SIGNATURE ..... DATE
		REF. 1300155 VERSION 7
		1300155-PS-ST-1-V7.dwg
		DATE / /
		COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. 1	Plan Number PS 630696T

PRELIMINARY

THIS PLAN IS FOR CONTRACT OF SALE PURPOSES ONLY AND WILL BE SUBJECT TO VARIOUS CHANGES

LEVEL 31	DIAGRAM 11
LEVEL 30	DIAGRAM 10
LEVEL 29	DIAGRAM 10
LEVEL 28	DIAGRAM 10
LEVEL 27	DIAGRAM 10
LEVEL 26	DIAGRAM 10
LEVEL 25	DIAGRAM 10
LEVEL 24	DIAGRAM 10
LEVEL 23	DIAGRAM 10
LEVEL 22	DIAGRAM 9
LEVEL 21	DIAGRAM 9
LEVEL 20	DIAGRAM 9
LEVEL 19	DIAGRAM 9
LEVEL 18	DIAGRAM 9
LEVEL 17	DIAGRAM 9
LEVEL 16	DIAGRAM 9
LEVEL 15	DIAGRAM 9
LEVEL 14	DIAGRAM 9
LEVEL 13	DIAGRAM 8
LEVEL 12	DIAGRAM 8
LEVEL 11	DIAGRAM 8
LEVEL 10	DIAGRAM 8
LEVEL 9	DIAGRAM 8
LEVEL 8	DIAGRAM 7
LEVEL 7	DIAGRAM 6
LEVEL 6	DIAGRAM 6
LEVEL 5	DIAGRAM 6
LEVEL 4	DIAGRAM 5
LEVEL 3	DIAGRAM 4
LEVEL 2	DIAGRAM 3
LEVEL 1	DIAGRAM 2
GROUND LEVEL	DIAGRAM 1

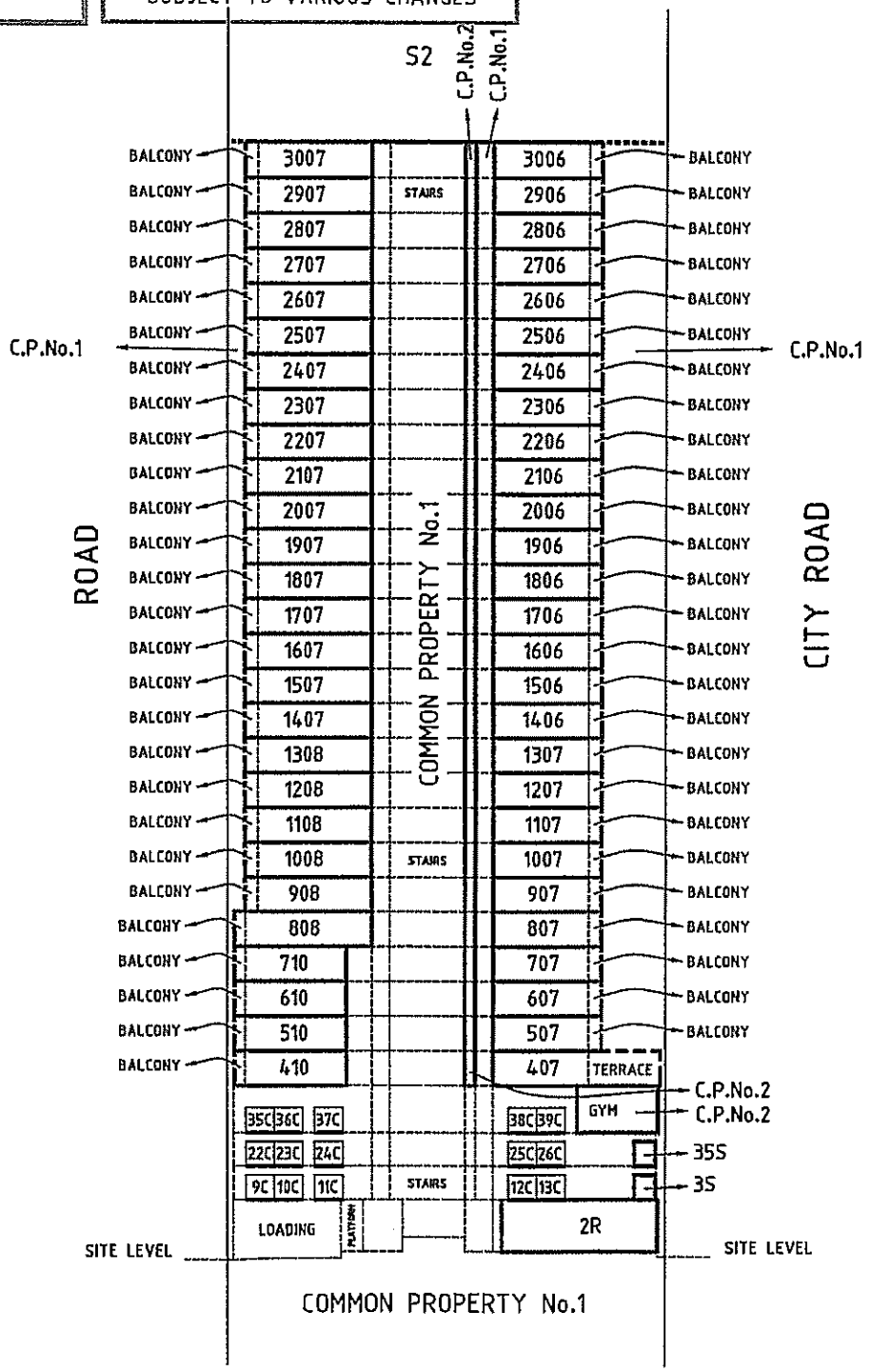

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DIAGRAM 13
SECTION B-B'
NOT TO SCALE

NOT TO SCALE	ORIGINAL	LICENSED SURVEYOR (PRINT)	Sheet 15
LENGTHS ARE IN METRES	SCALE / SHEET SIZE A3	SIGNATURE / DATE	DATE / /
		REF. 1300155 VERSION 7	COUNCIL DELEGATE SIGNATURE

1300155-PS-ST-1-V7.dwg

PLAN OF SUBDIVISION	STAGE No. 1	Plan Number PS 630696T

LEVEL 31	DIAGRAM 11
LEVEL 30	DIAGRAM 10
LEVEL 29	DIAGRAM 10
LEVEL 28	DIAGRAM 10
LEVEL 27	DIAGRAM 10
LEVEL 26	DIAGRAM 10
LEVEL 25	DIAGRAM 10
LEVEL 24	DIAGRAM 10
LEVEL 23	DIAGRAM 10
LEVEL 22	DIAGRAM 9
LEVEL 21	DIAGRAM 9
LEVEL 20	DIAGRAM 9
LEVEL 19	DIAGRAM 9
LEVEL 18	DIAGRAM 9
LEVEL 17	DIAGRAM 9
LEVEL 16	DIAGRAM 9
LEVEL 15	DIAGRAM 9
LEVEL 14	DIAGRAM 9
LEVEL 13	DIAGRAM 8
LEVEL 12	DIAGRAM 8
LEVEL 11	DIAGRAM 8
LEVEL 10	DIAGRAM 8
LEVEL 9	DIAGRAM 8
LEVEL 8	DIAGRAM 7
LEVEL 7	DIAGRAM 6
LEVEL 6	DIAGRAM 6
LEVEL 5	DIAGRAM 6
LEVEL 4	DIAGRAM 5
LEVEL 3	DIAGRAM 4
LEVEL 2	DIAGRAM 3
LEVEL 1	DIAGRAM 2
GROUND LEVEL	DIAGRAM 1

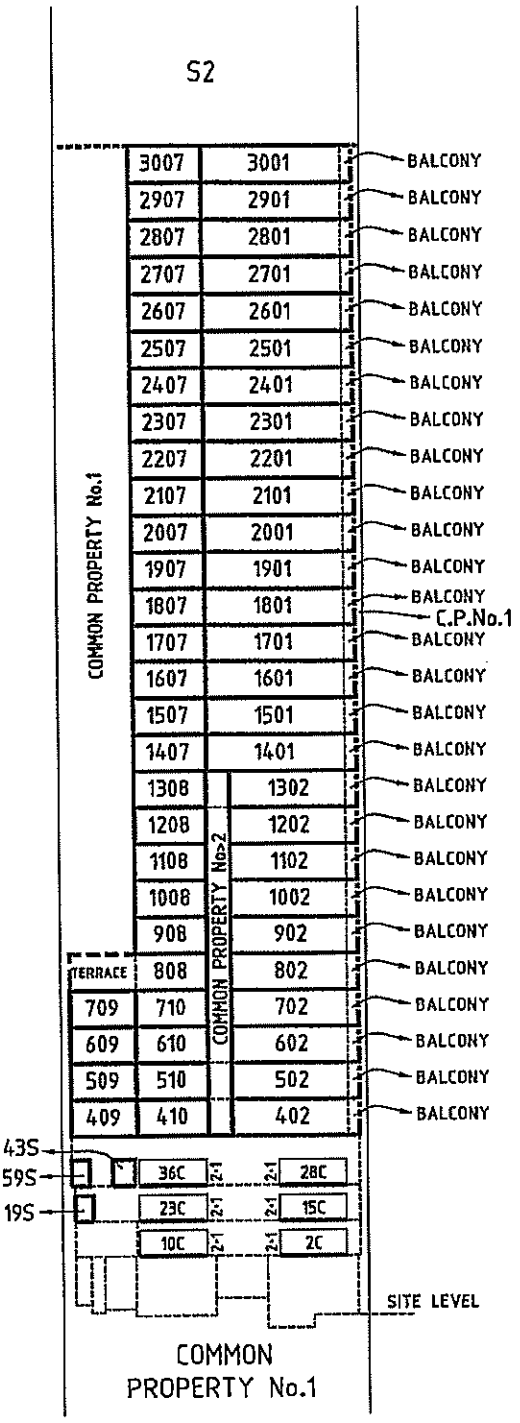

DIAGRAM 14
SECTION C-C'
NOT TO SCALE

PROJECTION OF INTERIOR FACE
BALCONY

TYPICAL SECTION THROUGH OPEN AND COVERED BALCONIES
LEVELS 4 TO 30
NOT TO SCALE

PROJECTION OF INTERIOR FACE
TERRACE

TYPICAL SECTION THROUGH OPEN AND PARTIALLY COVERED TERRACES
LEVELS 4 & 8
NOT TO SCALE

C.P. No.1
2x1
2x1
C.P. No.1

TYPICAL SECTION THROUGH CARPARK LOTS
LOTS 1C-41C
NOT TO SCALE

C.P. No.1
C.P. No.1

TYPICAL SECTION THROUGH STORAGE LOTS
LOTS 1S-75S
NOT TO SCALE

PRELIMINARY

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NOT TO SCALE	ORIGINAL		LICENSED SURVEYOR (PRINT)	Sheet 16
LENGTHS ARE IN METRES	SCALE	SHEET SIZE A3	SIGNATURE DATE	DATE / /
			REF. 130155 VERSION 7	COUNCIL DELEGATE SIGNATURE
			130155-PS-ST-1-V7.dwg	

OWNERS CORPORATION SCHEDULE

STAGE No. 1

Plan Number PS 630696T

OWNERS CORPORATION 1: Plan No. PS 630696T

Land affected by Owners Corporation: LOTS 401-410, 501-510, 601-610, 701-710, 801-808, 901-908, 1001-1008, 1101-1108, 1201-1208, 1301-1308, 1401-1407, 1501-1507, 1601-1607, 1701-1707, 1801-1807, 1901-1907, 2001-2007, 2101-2107, 2201-2207, 2301-2307, 2401-2407, 2501-2507, 2601-2607, 2701-2707, 2801-2807, 2901-2907, 3001-3007, 3101, 1R, 2R, 1C-39C, 1S-129S, S2, COMMON PROPERTY No.1 & COMMON PROPERTY No. 2.

Limitations of Owners Corporation: UNLIMITED

Notations

ONLY THE MEMBERS OF OWNERS CORPORATION 2 ARE ENTITLED TO USE COMMON PROPERTY No.2

PRELIMINARY

THIS PLAN IS FOR CONTRACT OF SALE PURPOSES ONLY AND WILL BE SUBJECT TO VARIOUS CHANGES

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
401	42	42	704	38	38	1103	39	39
402	37	37	705	38	38	1104	39	39
403	37	37	706	39	39	1105	39	39
404	37	37	707	41	41	1106	40	40
405	37	37	708	38	38	1107	42	42
406	38	38	709	38	38	1108	43	43
407	43	43	710	39	39	1201	44	44
408	38	38	801	43	43	1202	39	39
409	37	37	802	38	38	1203	39	39
410	38	38	803	38	38	1204	39	39
501	42	42	804	38	38	1205	39	39
502	38	38	805	38	38	1206	41	41
503	38	38	806	39	39	1207	42	42
504	38	38	807	41	41	1208	44	44
505	38	38	808	42	42	1301	45	45
506	39	39	901	44	44	1302	40	40
507	41	41	902	39	39	1303	40	40
508	37	37	903	39	39	1304	40	40
509	38	38	904	39	39	1305	40	40
510	39	39	905	39	39	1306	41	41
601	43	43	906	40	40	1307	42	42
602	38	38	907	41	41	1308	44	44
603	38	38	908	43	43	1401	67	67
604	38	38	1001	44	44	1402	40	40
605	38	38	1002	39	39	1403	40	40
606	39	39	1003	39	39	1404	49	49
607	40	40	1004	39	39	1405	64	64
608	37	37	1005	39	39	1406	44	44
609	38	38	1006	40	40	1407	44	44
610	39	39	1007	41	41	1501	68	68
701	43	43	1008	43	43	1502	40	40
702	38	38	1101	44	44	1503	40	40
703	38	38	1102	39	39	1504	49	49

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Sheet 17

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OWNERS CORPORATION SCHEDULE

STAGE No. 1

Plan Number PS 630696T

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1505	65	65	2306	47	47	4C	5	5
1506	44	44	2307	47	47	5C	5	5
1507	44	44	2401	73	73	6C	5	5
1601	68	68	2402	43	43	7C	5	5
1602	41	41	2403	43	43	8C	5	5
1603	41	41	2404	54	54	9C	5	5
1604	50	50	2405	70	70	10C	5	5
1605	65	65	2406	47	47	11C	5	5
1606	45	45	2407	47	47	12C	5	5
1607	45	45	2501	73	73	13C	5	5
1701	69	69	2502	43	43	14C	5	5
1702	41	41	2503	43	43	15C	5	5
1703	41	41	2504	55	55	16C	5	5
1704	50	50	2505	70	70	17C	5	5
1705	66	66	2506	47	47	18C	5	5
1706	45	45	2507	47	47	19C	5	5
1707	45	45	2601	74	74	20C	5	5
1801	70	70	2602	43	43	21C	5	5
1802	41	41	2603	43	43	22C	5	5
1803	41	41	2604	61	61	23C	5	5
1804	51	51	2605	71	71	24C	5	5
1805	66	66	2606	47	47	25C	5	5
1806	45	45	2607	47	47	26C	5	5
1807	45	45	2701	75	75	27C	5	5
1901	70	70	2702	44	44	28C	5	5
1902	41	41	2703	44	44	29C	5	5
1903	41	41	2704	61	61	30C	5	5
1904	52	52	2705	71	71	31C	5	5
1905	67	67	2706	48	48	32C	5	5
1906	45	45	2707	48	48	33C	5	5
1907	45	45	2801	75	75	34C	5	5
2001	71	71	2802	44	44	35C	5	5
2002	42	42	2803	44	44	36C	5	5
2003	42	42	2804	62	62	37C	5	5
2004	52	52	2805	72	72	38C	5	5
2005	67	67	2806	48	48	39C	5	5
2006	46	46	2807	48	48	1S	1	1
2007	46	46	2901	76	76	2S	1	1
2101	71	71	2902	44	44	3S	1	1
2102	42	42	2903	44	44	4S	1	1
2103	42	42	2904	62	62	5S	1	1
2104	53	53	2905	72	72	6S	1	1
2105	68	68	2906	48	48	7S	1	1
2106	46	46	2907	48	48	8S	1	1
2107	46	46	3001	76	76	9S	1	1
2201	72	72	3002	44	44	10S	1	1
2202	42	42	3003	44	44	11S	1	1
2203	42	42	3004	63	63	12S	1	1
2204	53	53	3005	73	73	13S	1	1
2205	68	68	3006	48	48	14S	1	1
2206	46	46	3007	48	48	15S	1	1
2207	46	46	1R	51	51	16S	1	1
2301	72	72	2R	84	84	17S	1	1
2302	42	42	1C	5	5	18S	1	1
2303	42	42	2C	5	5	19S	1	1
2304	54	54	3C	5	5	20S	1	1
2305	69	69				21S	1	1

PRELIMINARY

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Sheet 1B

DATE / /

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OWNERS CORPORATION SCHEDULE

STAGE No. 1

Plan Number PS 630696T

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
22S	1	1	79S	1	1			
23S	1	1	80S	1	1			
24S	1	1	81S	1	1			
25S	1	1	82S	1	1			
26S	1	1	83S	1	1			
27S	1	1	84S	1	1			
28S	1	1	85S	1	1			
29S	1	1	86S	1	1			
30S	1	1	87S	1	1			
31S	1	1	88S	1	1			
32S	1	1	89S	1	1			
33S	1	1	90S	1	1			
34S	1	1	91S	1	1			
35S	1	1	92S	1	1			
36S	1	1	93S	1	1			
37S	1	1	94S	1	1			
38S	1	1	95S	1	1			
39S	1	1	96S	1	1			
40S	1	1	97S	1	1			
41S	1	1	98S	1	1			
42S	1	1	99S	1	1			
43S	1	1	100S	1	1			
44S	1	1	101S	1	1			
45S	1	1	102S	1	1			
46S	1	1	103S	1	1			
47S	1	1	104S	1	1			
48S	1	1	105S	1	1			
49S	1	1	106S	1	1			
50S	1	1	107S	1	1			
51S	1	1	108S	1	1			
52S	1	1	109S	1	1			
53S	1	1	110S	1	1			
54S	1	1	111S	1	1			
55S	1	1	112S	1	1			
56S	1	1	113S	1	1			
57S	1	1	114S	1	1			
58S	1	1	115S	1	1			
59S	1	1	116S	1	1			
60S	1	1	117S	1	1			
61S	1	1	118S	1	1			
62S	1	1	119S	1	1			
63S	1	1	120S	1	1			
64S	1	1	121S	1	1			
65S	1	1	122S	1	1			
66S	1	1	123S	1	1			
67S	1	1	124S	1	1			
68S	1	1	125S	1	1			
69S	1	1	126S	1	1			
70S	1	1	127S	1	1			
71S	1	1	128S	1	1			
72S	1	1	129S	1	1			
73S	1	1	S2	1	1			
74S	1	1						
75S	1	1						
76S	1	1						
77S	1	1						
78S	1	1						
			Total	10280	10280			

PRELIMINARY

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Sheet 19

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OWNERS CORPORATION SCHEDULE

STAGE No.	Plan Number
1	PS 630696T

OWNERS CORPORATION 2: Plan No. PS 630696T

Land affected by Owners Corporation: LOTS 401-410, 501-510, 601-610, 701-710, 801-808, 901-908, 1001-1008, 1101-1108, 1201-1208, 1301-1308, 1401-1407, 1501-1507, 1601-1607, 1701-1707, 1801-1807, 1901-1907, 2001-2007, 2101-2107, 2201-2207, 2301-2307, 2401-2407, 2501-2507, 2601-2607, 2701-2707, 2801-2807, 2901-2907, 3001-3007, 3101, S2 AND COMMON PROPERTY No.2.

Limitations of Owners Corporation 2: LIMITED TO COMMON PROPERTY No.2

Notations

LOTS IN THE TABLE BELOW ARE ALSO AFFECTED BY OWNERS CORPORATION 1
CERTIFICATE OF TITLE FOR COMMON PROPERTY No.2 IS IN THE NAME OF OWNERS CORPORATION 1

PRELIMINARY

THIS PLAN IS FOR CONTRACT OF SALE PURPOSES ONLY AND WILL BE SUBJECT TO VARIOUS CHANGES

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
401	42	42	704	38	38	1103	39	39
402	37	37	705	38	38	1104	39	39
403	37	37	706	39	39	1105	39	39
404	37	37	707	41	41	1106	40	40
405	37	37	708	38	38	1107	42	42
406	38	38	709	38	38	1108	43	43
407	43	43	710	39	39	1201	44	44
408	38	38	801	43	43	1202	39	39
409	37	37	802	38	38	1203	39	39
410	38	38	803	38	38	1204	39	39
501	42	42	804	38	38	1205	39	39
502	38	38	805	38	38	1206	41	41
503	38	38	806	39	39	1207	42	42
504	38	38	807	41	41	1208	44	44
505	38	38	808	42	42	1301	45	45
506	39	39	901	44	44	1302	40	40
507	41	41	902	39	39	1303	40	40
508	37	37	903	39	39	1304	40	40
509	38	38	904	39	39	1305	40	40
510	39	39	905	39	39	1306	41	41
601	43	43	906	40	40	1307	42	42
602	38	38	907	41	41	1308	44	44
603	38	38	908	43	43	1401	67	67
604	38	38	1001	44	44	1402	40	40
605	38	38	1002	39	39	1403	40	40
606	39	39	1003	39	39	1404	49	49
607	40	40	1004	39	39	1405	64	64
608	37	37	1005	39	39	1406	44	44
609	38	38	1006	40	40	1407	44	44
610	39	39	1007	41	41	1501	68	68
701	43	43	1008	43	43	1502	40	40
702	38	38	1101	44	44	1503	40	40
703	38	38	1102	39	39	1504	49	49

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Sheet 20
DATE / /
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OWNERS CORPORATION SCHEDULE

STAGE No. 1

Plan Number PS 630696T

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1505	65	65	2306	47	47			
1506	44	44	2307	47	47			
1507	44	44	2401	73	73			
1601	68	68	2402	43	43			
1602	41	41	2403	43	43			
1603	41	41	2404	54	54			
1604	50	50	2405	70	70			
1605	65	65	2406	47	47			
1606	45	45	2407	47	47			
1607	45	45	2501	73	73			
1701	69	69	2502	43	43			
1702	41	41	2503	43	43			
1703	41	41	2504	55	55			
1704	50	50	2505	70	70			
1705	66	66	2506	47	47			
1706	45	45	2507	47	47			
1707	45	45	2601	74	74			
1801	70	70	2602	43	43			
1802	41	41	2603	43	43			
1803	41	41	2604	61	61			
1804	51	51	2605	71	71			
1805	66	66	2606	47	47			
1806	45	45	2607	47	47			
1807	45	45	2701	75	75			
1901	70	70	2702	44	44			
1902	41	41	2703	44	44			
1903	41	41	2704	61	61			
1904	52	52	2705	71	71			
1905	67	67	2706	48	48			
1906	45	45	2707	48	48			
1907	45	45	2801	75	75			
2001	71	71	2802	44	44			
2002	42	42	2803	44	44			
2003	42	42	2804	62	62			
2004	52	52	2805	72	72			
2005	67	67	2806	48	48			
2006	46	46	2807	48	48			
2007	46	46	2901	76	76			
2101	71	71	2902	44	44			
2102	42	42	2903	44	44			
2103	42	42	2904	62	62			
2104	53	53	2905	72	72			
2105	68	68	2906	48	48			
2106	46	46	2907	48	48			
2107	46	46	3001	76	76			
2201	72	72	3002	44	44			
2202	42	42	3003	44	44			
2203	42	42	3004	63	63			
2204	53	53	3005	73	73			
2205	68	68	3006	48	48			
2206	46	46	3007	48	48			
2207	46	46	S2	1	1			
2301	72	72						
2302	42	42						
2303	42	42						
2304	54	54						
2305	69	69						
			Total	9821	9821			

PRELIMINARY

THIS PLAN IS FOR CONTRACT OF SALE PURPOSES ONLY AND WILL BE SUBJECT TO VARIOUS CHANGES

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LICENSED SURVEYOR (PRINT) .....

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Sheet 21

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

STAGE No.	LRS use only	Plan Number
2	EDITION	PS 630696T

LOCATION OF LAND

Parish: MELBOURNE SOUTH

CITY OF SOUTH MELBOURNE

Township: —

Section: 80

Crown Allotment: 8 & 9

Crown Portion: —

Title Reference: VOL. FOL.

Last Plan Reference: PS630696T (LOT S2)

Postal Address: (at time of subdivision) 248-254 CITY ROAD, SOUTHBANK, 3006.

MGA Co-ordinates (of approx> centre of land in plan) E 320 430 N 5 811 555 ZONE: 55

Council Certification and Endorsement

Council Name: CITY OF MELBOURNE REF:

1. This plan is certified under section 6 of the Subdivision Act 1988.
2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / /
3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.

(ii) The requirement has been satisfied.

(iii) The requirement is to be satisfied in Stage.....

Council Delegate
Council Seal

Date / /

Re-certified under section 11(7) of the Subdivision Act 1988.

Council Delegate
Council Seal

Date / /

Vesting of Roads and / or Reserves

Identifier	Council/Body/Person
NIL	NIL

Notations

Staging This is/~~is not~~ a staged subdivision
Planning Permit No.

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

COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND COMMON PROPERTY No.2 AND IT INCLUDES THE STRUCTURE OF THOSE WALLS, FLOORS & CEILINGS WHICH DEFINE BOUNDARIES.

ALL COLUMNS, SLABS, BEAMS, EXTERNAL BUILDING WALLS, AND ALL INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITIONS OF THESE COLUMNS, SLABS, BEAMS, DUCTS, SHAFTS AND WALLS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

Depth Limitation NIL

THIS IS A SPEAR PLAN.

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS.
INTERIOR FACE - ALL BOUNDARIES

LOTS NUMBERS 1 TO 3100, 3108-3200, 3208-3300, 3308-3400 HAVE BEEN OMITTED FROM THIS PLAN.

SURVEY THIS PLAN IS/~~IS NOT~~ BASED ON SURVEY.

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s)
IN PROCLAIMED SURVEY AREA No. —

Easement Information

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

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1*	WAY, FOR BUILDING MAINTENANCE AND ANCILLARY PURPOSES	SEE DIAG.	THIS PLAN	LOTS IN THIS PLAN

* EASEMENT E-1 IS LIMITED IN HEIGHT AND DEPTH - SEE SECTIONS A-A', B-B' & C-C' ON SHEETS 4, 5 & 6

PRELIMINARY

THIS PLAN IS FOR CONTRACT OF SALE PURPOSES ONLY AND WILL BE SUBJECT TO VARIOUS CHANGES

LRS use only

Statement of Compliance/ Exemption Statement

Received ☐

Date / /

LRS use only

Plan Registered

Time

Date / /

.....
Assistant Registrar of Titles

Sheet 1 of 8 Sheets

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LICENSED SURVEYOR (PRINT) ANDREW JOHN BUSSE

SIGNATURE DIGITALLY SIGNED DATE

REF. 1300155/2 VERSION 7

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.....
DATE / /
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION	STAGE No.	Plan Number
	2	PS 630696T

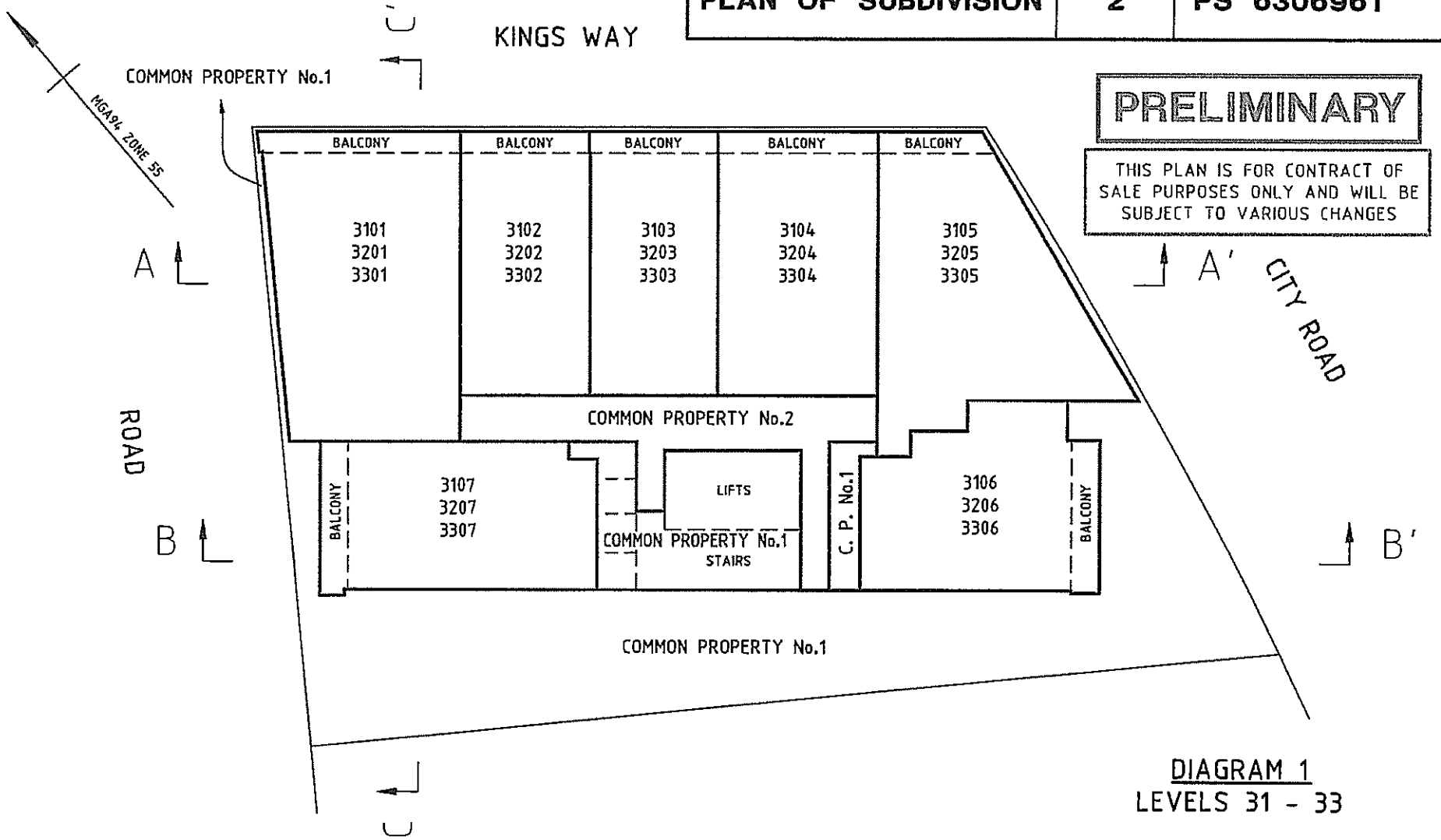

DIAGRAM 1
LEVELS 31 - 33

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SCALE
1·5 0 1·5 3 4·5 6 7·5
LENGTHS ARE IN METRES

ORIGINAL SCALE	SHEET SIZE
1:150	A3

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Sheet 2
.....
DATE / /
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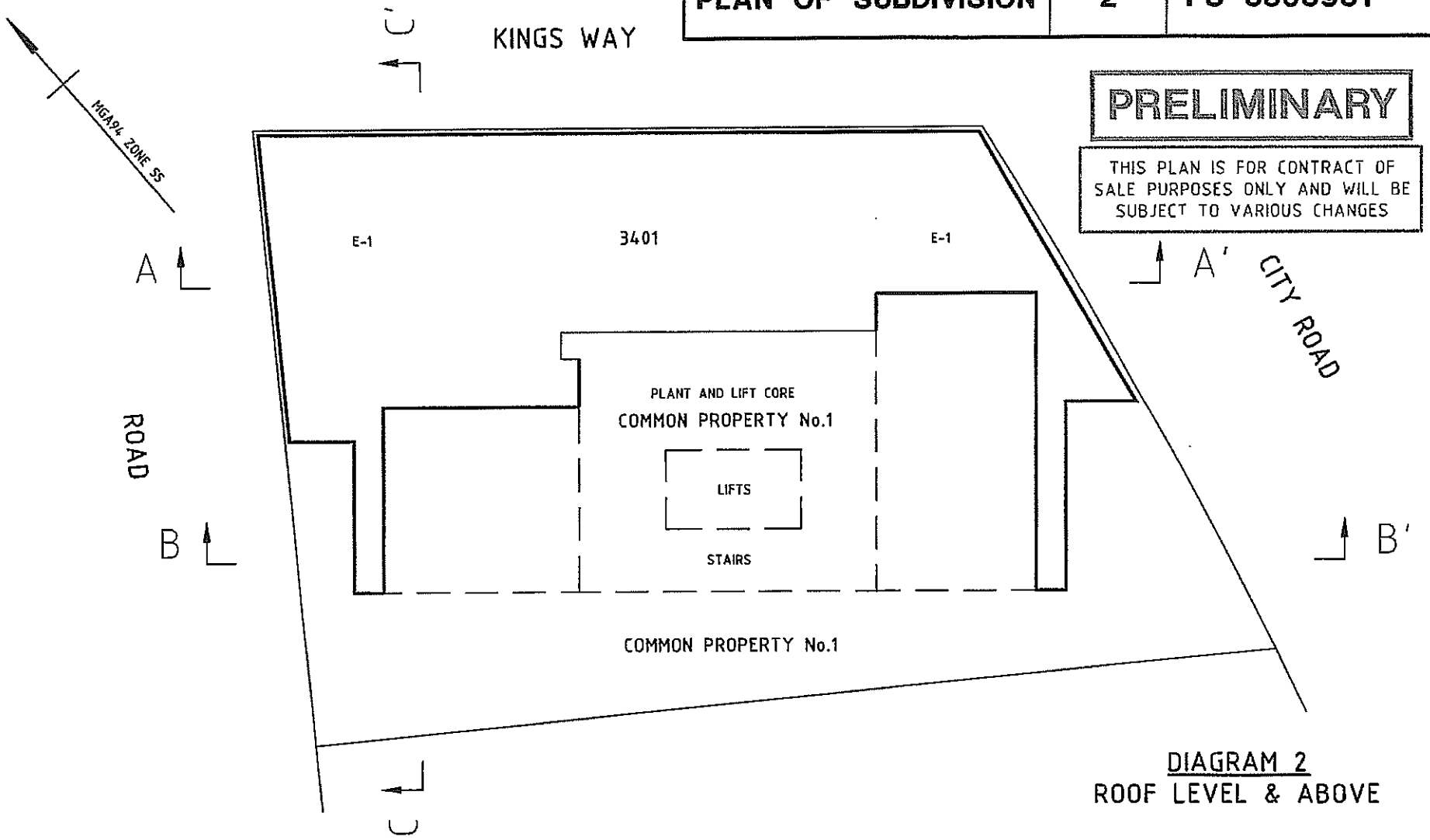
PLAN OF SUBDIVISION	STAGE No. 2	Plan Number PS 630696T



PRELIMINARY

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DIAGRAM 2
ROOF LEVEL & ABOVE

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SCALE
1·5 0 1·5 3 4·5 6 7·5
LENGTHS ARE IN METRES

ORIGINAL SCALE	SHEET SIZE
1:150	A3

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Sheet 3
.....
DATE / /
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PLAN OF SUBDIVISION	STAGE No. 2	Plan Number PS 630696T

PRELIMINARY

THIS PLAN IS FOR CONTRACT OF SALE PURPOSES ONLY AND WILL BE SUBJECT TO VARIOUS CHANGES

ROOF LEVEL	DIAGRAM 2
LEVEL 33	DIAGRAM 1
LEVEL 32	DIAGRAM 1
LEVEL 31	DIAGRAM 1
LEVEL 30	STAGE 1
LEVEL 29	
LEVEL 28	
LEVEL 27	
LEVEL 26	
LEVEL 25	
LEVEL 24	
LEVEL 23	
LEVEL 22	
LEVEL 21	
LEVEL 20	
LEVEL 19	
LEVEL 18	
LEVEL 17	
LEVEL 16	
LEVEL 15	
LEVEL 14	
LEVEL 13	
LEVEL 12	
LEVEL 11	
LEVEL 10	
LEVEL 9	
LEVEL 8	
LEVEL 7	
LEVEL 6	
LEVEL 5	
LEVEL 4	
LEVEL 3	
LEVEL 2	
LEVEL 1	
GROUND LEVEL	

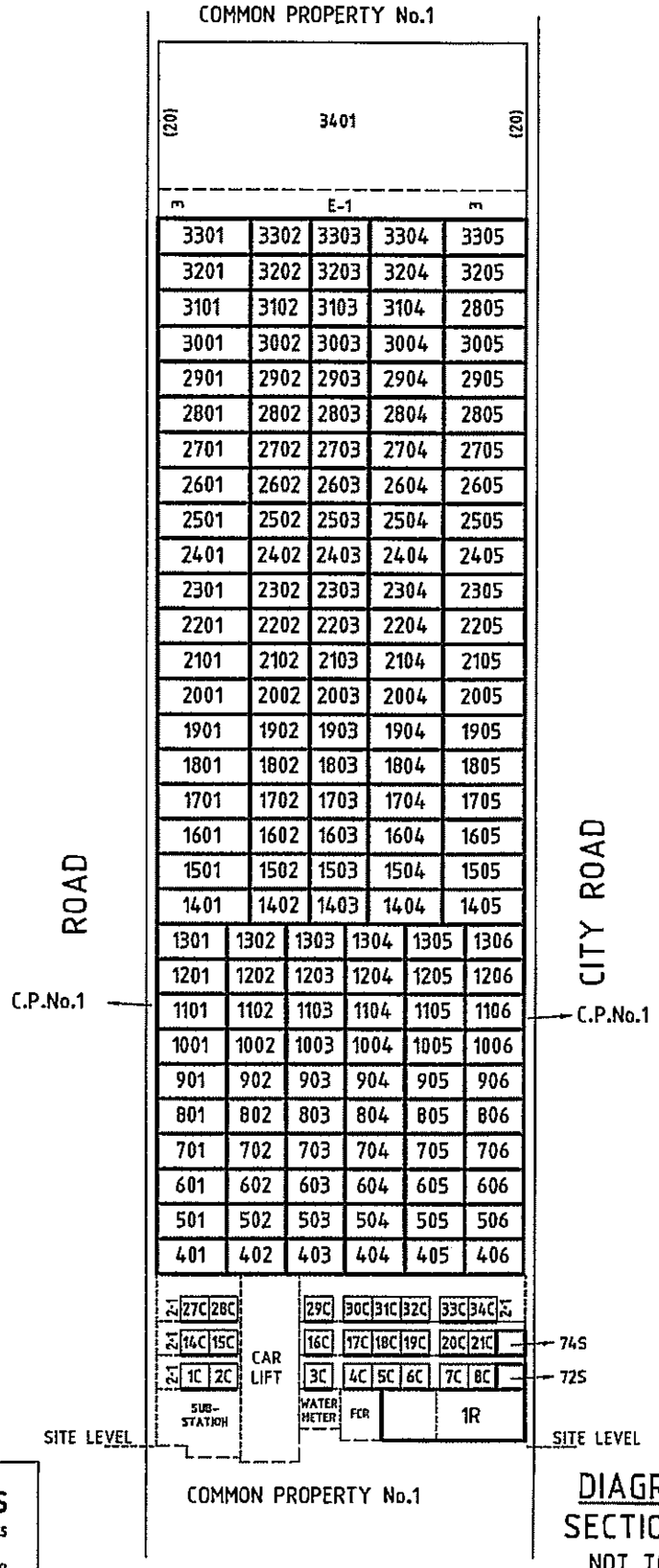

DIAGRAM 12
SECTION A-A'
NOT TO SCALE

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NOT TO SCALE	ORIGINAL		LICENSED SURVEYOR (PRINT)	Sheet 4
LENGTHS ARE IN METRES	SCALE	SHEET SIZE A3	SIGNATURE DATE	DATE / /
			REF. 1300155/2 VERSION 7	COUNCIL DELEGATE SIGNATURE
			1300155-PS-ST-2-V7.dwg	

PLAN OF SUBDIVISION

STAGE No.	Plan Number
2	PS 630696T

PRELIMINARY

THIS PLAN IS FOR CONTRACT OF SALE PURPOSES ONLY AND WILL BE SUBJECT TO VARIOUS CHANGES

ROOF LEVEL	DIAGRAM 2
LEVEL 33	DIAGRAM 1
LEVEL 32	DIAGRAM 1
LEVEL 31	DIAGRAM 1
LEVEL 30	STAGE 1
LEVEL 29	
LEVEL 28	
LEVEL 27	
LEVEL 26	
LEVEL 25	
LEVEL 24	
LEVEL 23	
LEVEL 22	
LEVEL 21	
LEVEL 20	
LEVEL 19	
LEVEL 18	
LEVEL 17	
LEVEL 16	
LEVEL 15	
LEVEL 14	
LEVEL 13	
LEVEL 12	
LEVEL 11	
LEVEL 10	
LEVEL 9	
LEVEL 8	
LEVEL 7	
LEVEL 6	
LEVEL 5	
LEVEL 4	
LEVEL 3	
LEVEL 2	
LEVEL 1	
GROUND LEVEL	

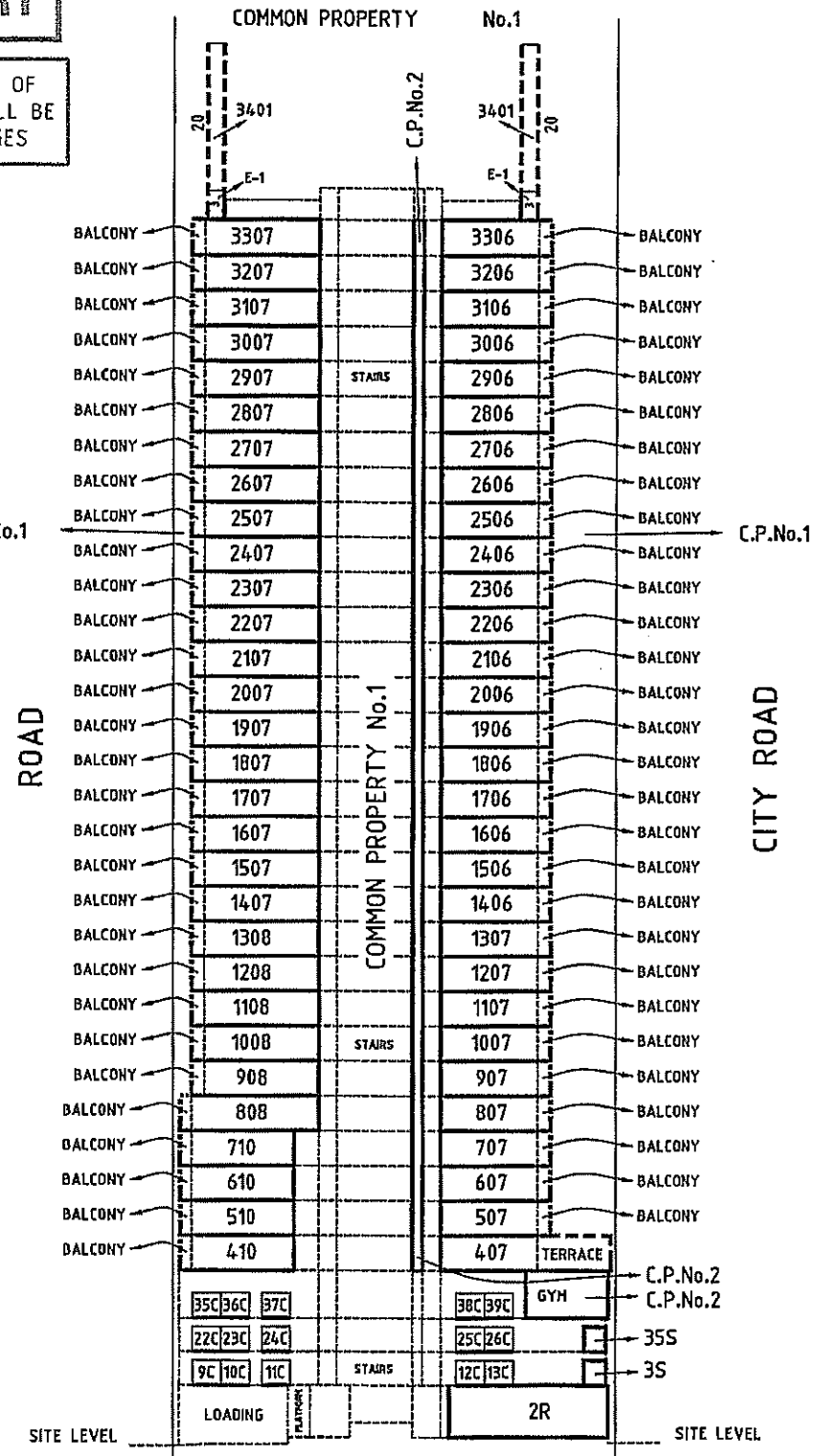

DIAGRAM 13
SECTION B-B'
NOT TO SCALE

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NOT TO SCALE	ORIGINAL		
LENGTHS ARE IN METRES	SCALE	SHEET SIZE	A3

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PLAN OF SUBDIVISION	STAGE No. 2	Plan Number PS 630696T

PRELIMINARY

THIS PLAN IS FOR CONTRACT OF SALE PURPOSES ONLY AND WILL BE SUBJECT TO VARIOUS CHANGES

ROOF LEVEL	DIAGRAM 2
LEVEL 33	DIAGRAM 1
LEVEL 32	DIAGRAM 1
LEVEL 31	DIAGRAM 1
LEVEL 30	STAGE 1
LEVEL 29	
LEVEL 28	
LEVEL 27	
LEVEL 26	
LEVEL 25	
LEVEL 24	
LEVEL 23	
LEVEL 22	
LEVEL 21	
LEVEL 20	
LEVEL 19	
LEVEL 18	
LEVEL 17	
LEVEL 16	
LEVEL 15	
LEVEL 14	
LEVEL 13	
LEVEL 12	
LEVEL 11	
LEVEL 10	
LEVEL 9	
LEVEL 8	
LEVEL 7	
LEVEL 6	
LEVEL 5	
LEVEL 4	
LEVEL 3	
LEVEL 2	
LEVEL 1	
GROUND LEVEL	

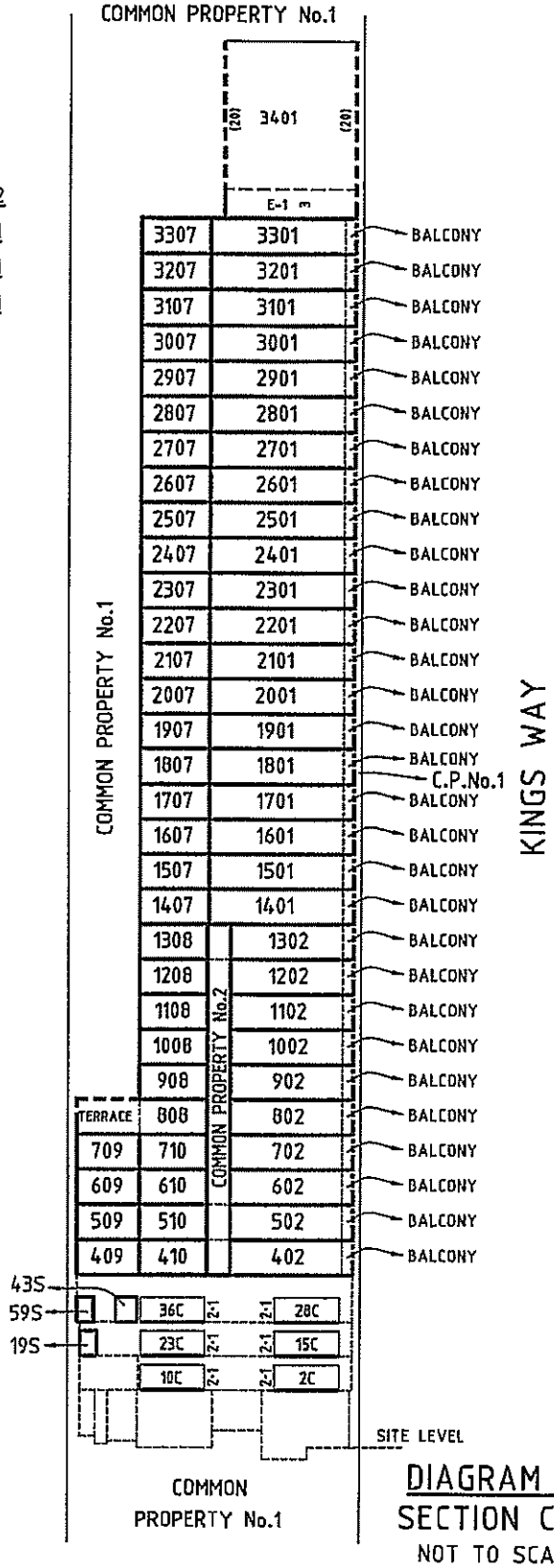

DIAGRAM 14
SECTION C-C'
NOT TO SCALE

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Sheet 6

NOT TO SCALE	ORIGINAL	LICENSED SURVEYOR (PRINT)	
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		REF. 1300155/2 VERSION 7	COUNCIL DELEGATE SIGNATURE
		1300155-PS-ST-2-V7.dwg	

OWNERS CORPORATION SCHEDULE

STAGE No. 2

Plan Number PS 630696T

OWNERS CORPORATION 1: Plan No. PS 630696T

Land affected by Owners Corporation: LOTS 401-410, 501-510, 601-610, 701-710, 801-808, 901-908, 1001-1008, 1101-1108, 1201-1208, 1301-1308, 1401-1407, 1501-1507, 1601-1607, 1701-1707, 1801-1807, 1901-1907, 2001-2007, 2101-2107, 2201-2207, 2301-2307, 2401-2407, 2501-2507, 2601-2607, 2701-2707, 2801-2807, 2901-2907, 3001-3007, 3101, 1R, 2R, 1C-39C, 1S-129S (STAGE 1), 3101-3107, 3201-3207, 3301-3307, 3401, COMMON PROPERTY No.1 & COMMON PROPERTY No. 2.

Limitations of Owners Corporation: UNLIMITED

Notations

ONLY THE MEMBERS OF OWNERS CORPORATION 2 ARE ENTITLED TO USE COMMON PROPERTY No.2

PRELIMINARY

THIS PLAN IS FOR CONTRACT OF SALE PURPOSES ONLY AND WILL BE SUBJECT TO VARIOUS CHANGES

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
401-410			3101	77	77			
501-510			3102	44	44			
601-610			3103	44	44			
701-710			3104	64	64			
801-808			3105	74	74			
901-908			3106	48	48			
1001-1008			3107	48	48			
1101-1108			3201	77	77			
1201-1208			3202	44	44			
1301-1308			3203	44	44			
1401-1407			3204	64	64			
1501-1507			3205	74	74			
1601-1607			3206	48	48			
1701-1707			3207	48	48			
1801-1807			3301	78	78			
1901-1907	10279	10279	3302	44	44			
2001-2007			3303	44	44			
2101-2107			3304	65	65			
2201-2207			3305	75	75			
2301-2307			3306	48	48			
2401-2407			3307	48	48			
2501-2507			3401	5	5			
2601-2607								
2701-2707								
2801-2807								
2901-2907								
3001-3007								
1R, 2R								
1C-39C								
1S-129S								
(STAGE 1)								
			Total	11484	11484			

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Sheet 7

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OWNERS CORPORATION SCHEDULE

STAGE No. 2

Plan Number PS 630696T

OWNERS CORPORATION 2: Plan No. PS 630696T

Land affected by Owners Corporation: LOTS 401-410, 501-510, 601-610, 701-710, 801-808, 901-908, 1001-1008, 1101-1108, 1201-1208, 1301-1308, 1401-1407, 1501-1507, 1601-1607, 1701-1707, 1801-1807, 1901-1907, 2001-2007, 2101-2107, 2201-2207, 2301-2307, 2401-2407, 2501-2507, 2601-2607, 2701-2707, 2801-2807, 2901-2907, 3001-3007, 3101, (STAGE 1), 3101-3107, 3201-3207, 3301-3307 AND COMMON PROPERTY No.2.

Limitations of Owners Corporation 2: LIMITED TO COMMON PROPERTY No.2

Notations

LOTS IN THE TABLE BELOW ARE ALSO AFFECTED BY OWNERS CORPORATION 1
CERTIFICATE OF TITLE FOR COMMON PROPERTY No.2 IS IN THE NAME OF OWNERS CORPORATION 1

PRELIMINARY

THIS PLAN IS FOR CONTRACT OF SALE PURPOSES ONLY AND WILL BE SUBJECT TO VARIOUS CHANGES

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
401-410			3101	77	77			
501-510			3102	44	44			
601-610			3103	44	44			
701-710			3104	64	64			
801-808			3105	74	74			
901-908			3106	48	48			
1001-1008			3107	48	48			
1101-1108			3201	77	77			
1201-1208			3202	44	44			
1301-1308			3203	44	44			
1401-1407			3204	64	64			
1501-1507			3205	74	74			
1601-1607			3206	48	48			
1701-1707			3207	48	48			
1801-1807			3301	78	78			
1901-1907	9820	9820	3302	44	44			
2001-2007			3303	44	44			
2101-2107			3304	65	65			
2201-2207			3305	75	75			
2301-2307			3306	48	48			
2401-2407			3307	48	48			
2501-2507								
2601-2607								
2701-2707								
2801-2807								
2901-2907								
3001-3007								
(STAGE 1)								
			Total	11020	11020			

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DATE / /

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SAI GLOBAL
PROPERTY

SAI Global Property Seal of Confidence

CERTIFICATE No: 24098030 **DATE:** 26/09/2014

PREMIUM PLANNING CERTIFICATE

Client: Baker & McKenzie
DX: 334 Melbourne

Matter Ref: 85290992-000001
Vendor: SPG 248 CITY ROAD LANDOWNER PTY LTD
Purchaser:

Subject Property: 248-254 CITY ROAD SOUTHBANK VIC 3006

Title Particulars: Vol 5383 Fol 462; Vol 9316 Fol 501

Municipality: MELBOURNE

Planning Scheme: MELBOURNE PLANNING SCHEME

Responsible Authority for administering and enforcing the Scheme: REFER ATTACHED SCHEDULE

Zone: CAPITAL CITY ZONE - SCHEDULE 3

Abuttal to a Road Zone or a Public Acquisition Overlay for a Proposed Road or Road Widening: ABUTS A ROAD ZONE - CATEGORY 1 (CITY ROAD AND KINGS WAY)

Design and Development Overlay: DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 60 (AREA 2); PART DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 (AREA 2); PART DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 3 - TRAFFIC CONFLICT FRONTAGE

Development Contributions Plan Overlay: Not Applicable

Development Plan Overlay: Not Applicable

Environmental Audit Overlay: Not Applicable

Environmental Significance Overlay: Not Applicable

Heritage Overlay: Not Applicable

Public Acquisition Overlay: Not Applicable

Significant Landscape Overlay: Not Applicable

Special Building Overlay: Not Applicable

Vegetation Protection Overlay: Not Applicable

Other Overlays: LAND SUBJECT TO INUNDATION OVERLAY - SCHEDULE 1; PARKING OVERLAY - PRECINCT 1

Specific Site Provisions: Not Applicable

Specific Area Provisions: URBAN DESIGN WITHIN THE CAPITAL CITY ZONE - PLANNING SCHEME CLAUSE 22.01; STORMWATER MANAGEMENT (WATER SENSITIVE URBAN DESIGN) - PLANNING SCHEME CLAUSE 22.23

Proposed Planning Scheme Amendments: MELBOURNE C208 PROPOSES TO INCLUDE THE SUBJECT PROPERTY IN DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2; MELBOURNE C209 PROPOSES TO INTRODUCE A PUBLIC OPEN SPACE CONTRIBUTION REQUIREMENT UNDER THE SCHEDULE TO CLAUSE

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

SAI Global Property Division Pty Ltd ACN 089 586 872
SAI Global Property, Level 3 355 Spencer Street, WEST MELBOURNE VIC 3003 DX: 502 Melbourne Tel: 1300 730 000 Fax: (03) 9278 1167

SAI GLOBAL
PROPERTY

CERTIFICATE No: 24098030 **DATE:** 26/09/2014

PREMIUM PLANNING CERTIFICATE

52.01 PUBLIC OPEN SPACE CONTRIBUTIONS AND SUBDIVISION, AND A NEW LOCAL POLICY PUBLIC OPEN SPACE CONTRIBUTIONS AT CLAUSE 22.26

Additional Notes: Not Applicable

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SAI GLOBAL
PROPERTY

CERTIFICATE No: 24098030 **DATE:** 26/09/2014

PREMIUM PLANNING CERTIFICATE

MELBOURNE PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

The Council of the City of Melbourne is the responsible authority for administering and enforcing the scheme, except that the Minister for Planning is the responsible authority for considering and determining applications in accordance with Divisions 1, 2 and 3 of Part 4 of the Planning and Environment Act 1987 and for approving matters required by the scheme to be done to the satisfaction of the responsible authority in relation to:

Developments with a gross floor area exceeding 25,000 square metres.

Development and use of land by or on behalf of a Minister of the Crown.

Comprehensive Development Zone: Schedule 2 - Carlton Brewery

The approval and amendment of any development plan, pursuant to clause 43.04-3, in relation to Schedule 8 to the Development Plan Overlay (Carlton Housing Precincts).

The use and development of land for accommodation to which clause 52.41 of the scheme applies.

Despite anything to the contrary in this schedule, the Minister for Planning is the responsible authority for the purposes of clause 43.04 (schedules 2 to 7) where the total gross floor area of the buildings in the development plan exceeds 25,000 square metres.

Despite anything to the contrary stated in this schedule, the Council of the City of Melbourne is the responsible authority for administering and enforcing the scheme for applications for subdivision or consolidation of land including buildings or airspace and other applications made under the Subdivision Act 1988 within the municipal district of the City of Melbourne, except for the 20.11 hectares of land includes in the Games Village project as shown on plan 18698/GV Version A, generally bounded by Oak Street to the east, Park Street to the north, the City Link Freeway to the west and Royal Park to the south-east, excluding the Mental Health Research Institute, in Parkville.

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SAI Global Property, Level 3 355 Spencer Street, WEST MELBOURNE VIC 3003 DX: 502 Melbourne Tel: 1300 730 000 Fax: (03) 9278 1167

SAI GLOBAL
PROPERTY

CERTIFICATE No: 24098030 **DATE:** 26/09/2014

PREMIUM PLANNING CERTIFICATE

MAP Image
Not Available
For This Property

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SAI Global Property, Level 3 355 Spencer Street, WEST MELBOURNE VIC 3003 DX: 502 Melbourne Tel: 1300 730 000 Fax: (03) 9278 1167

PLANNING PERMIT

CITY OF MELBOURNE

PERMIT NO.	TP-2009-724
PLANNING SCHEME	Melbourne Planning Scheme
RESPONSIBLE AUTHORITY	Melbourne City Council
ADDRESS OF THE LAND	248-254 City Road, Southbank
THE PERMIT ALLOWS	The development of a multi-level building for the purpose of multiple dwellings and use for ground floor shops, residential display suite, a reduction of the car parking requirement and alterations to access to a road in a Road Zone, Category 1 in accordance with the endorsed plans.

For further reference contact:
Connor Perrott
Telephone: 03 9658 8408Email: planning@melbourne.vic.gov.au
Planning and Building Branch
Level 8, Council House 2
240 Little Collins Street, Melbourne

This permit is issued in accordance with Clause 61(1)(b) of Schedule 1 of the Victorian Civil and Administrative Tribunal Act 1998.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Prior to the commencement of the development hereby permitted, the applicant must submit to the Responsible Authority three copies of plans drawn to scale generally in accordance with the plans accompanying the application but amended to show:

   a) Amended plans prepared by Crone Partners Architects entitled 'Residential Development 248-252 City Road, Southbank, 17 May 2010 Rev A'.

   b) Typical details of the balustrades of all east-facing balconies adjacent to the King's Way overpass. These balconies must be a minimum height of 1100mm, be no more than 15mm thick across their tops and/or be rounded at their tops and/or be sloped inwards a minimum of 15 degrees at their tops when measured from the horizontal.

   c) The provision of a 'Comfort cabin' car lift in place of the proposed car lift. Comfort cabin car lifts measure 2.8 metres wide, 5.6 metres long and 2.1 metres floor to ceiling (all dimensions are internal clear dimensions). Please contact Council's Engineering Services department should you require further information.

   d) One car parking space on-site allocated to the retail tenancies.

   e) One bicycle parking space allocated to the retail premises. This space must be located at ground floor level.

   f) The design of all bicycle parking spaces must comply with the requirements of Clause 52.34 (Bicycle facilities) of the Melbourne Planning Scheme.

   g) The provision of storage lockers at ground floor level.

   h) All doors (excluding those for services/utilities) opening out within the property boundary. Sub

Date Issued: 7 July 2010	Signature of the Responsible Authority

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

station doors may project a maximum of 1150mm beyond the property boundaries. All other service/utility doors may project a maximum of 750mm beyond property boundaries. When open, the service/utility doors should be held in that position by wall/door mounted latches. The underside of service cupboard doors must be no less than 150mm above finished footpath level.

i) Sustainable development features (such as solar water heating and rainwater collection devises) incorporated into the design of the building.

j) The floor to ceiling heights of Levels 1 and 2 increased so that these floors could accommodate other purposes in the future should the need arise.

k) The erection of a solid canopy along the City Road frontage of the site in place of the proposed grated canopy.

2. The amended plans must be to the satisfaction of the Responsible Authority and when approved shall be the endorsed plans of this permit.

3. A schedule and samples of all external materials, colours and finishes must be submitted to the satisfaction of the Responsible Authority prior to the commencement of the development. The schedule must show the materials, colours and finishes of all external walls, roofs, fascias, window frames, glazing types, doors and balustrades.

4. The use and development as shown on the endorsed plans must not be altered or modified without the prior written consent of the Responsible Authority.

5. Prior to the commencement of the development hereby approved, a report prepared by a suitably qualified professional or other person(s) must be prepared demonstrating that the external materials of the building will not cause excessive glare or safety concerns to motorists passing along King's Way to the satisfaction of the Responsible Authority. Any recommendations of the report must be incorporated into the design of the building to the satisfaction of the Responsible Authority. The cost of preparing the report and any required modifications to the building must be met by the Owner.

6. Prior to the commencement of the development hereby approved, including demolition, a detailed construction and demolition management plan must be submitted to and be approved by the Responsible Authority. This construction management plan is to be prepared in accordance with the *City of Melbourne - Construction Management Plan Guidelines* and is to consider the following:

   a). Public safety, amenity and site security;

   b). Operating hours, noise and vibration controls;

   c) Air and dust management;

   d) Stormwater and sediment control;

   e) Waste and materials reuse; and

   f) Traffic management along City Road, Haig Lane and the adjoining stretch of King's Way beneath the adjacent overpass.

7. Prior to commencement of the development hereby approved the Owner of the site must enter into a legal agreement with the Responsible Authority in accordance with Section 173 of the Planning and Environment Act 1987. This agreement must indemnify Council against any claims arising from the existence of those elements of the building projecting over property boundaries. The Agreement should require the Owner to maintain and keep in good order and repair all projections at its cost and to the satisfaction of Council whether or not the need for maintenance or repair of the structures arose from the act, neglect or default of the Owner. The Agreement must refute any future adverse

Date Issued: 7 July 2010	Signature of the Responsible Authority

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

possession claims over the space occupied by the projection.

8. The Owner must pay all of Council's reasonable legal costs and expenses of this Agreement, including Land Titles Registration fees.

9. All projections over the street alignment must comply with the Building Regulations 2006, Part 5, Sections 505 to 514 as appropriate. Reference should be made to Council's Road Encroachment Guidelines with respect to projections impacting on street trees and clearances from face/back of kerb.

10. The minimum clearance to the underside of projecting elements must be no less than 3.0 metres above finished footpath level and the minimum setback from all adjacent face(s) of kerb should be no less than 750mm. Any projections within 750mm of the face(s) of adjacent kerbs must have a minimum clearance of 5.0 metres above the finished road surface.

11. All projections must be drained to legal points of discharge in accordance with plans and specifications first approved by the Responsible Authority; Manager, Engineering Services.

12. The pedestrian ramp must be designed and constructed in accordance with Australian Standard (AS) 1428 (Design for access and mobility) to the satisfaction of the Responsible Authority, Manager, Engineering Services.

13. The Owner of the subject site must construct a drainage system, incorporating water sensitive urban design features and make provision to connect this system to the Council's stormwater drainage system in accordance with plans and specifications first approved by the Responsible Authority; Manager, Engineering Services.

14. The Owner of the subject site must construct all necessary vehicle crossings and demolish all unnecessary vehicle crossings adjacent to the site in accordance with plans and specifications first approved by the Responsible Authority; Manager, Engineering Services.

15. The maximum permissible width of a vehicle crossover without a pedestrian refuge is 7.6 metres. Crossings wider than 7.6 metres should include pedestrian refuges a minimum of 2.0 metres in length at 7.6 metre maximum clear spacings.

16. The Owner of the subject site is not permitted to alter existing footpath levels in City Road, King's Way or Haig Lane for the purpose of constructing new vehicle or pedestrian entrances without first obtaining the written approval of the Responsible Authority; Manager, Engineering Services.

17. The Owner of the subject site must reconstruct the footways in City Road, King's Way and Haig Lane adjacent to the subject site in accordance with plans and specifications first approved by the Responsible Authority; Manager, Engineering Services.

18. Prior to the commencement of the development plans/details showing treatment to the habitable rooms to limit internal noise to a maximum of 40dB(A) in accordance with relevant Australian Standards, must be submitted to the satisfaction of the Responsible Authority.

19. The parking area and loading and unloading area must be kept available for those purposes at all times and car-parking spaces and access-ways must not be obstructed or otherwise rendered inaccessible.

20. Prior to the occupation of dwellings appropriate street numbering must be displayed on the building to the satisfaction of the Responsible Authority.

21. No more than one telecommunications receiver/television aerial may be erected on the building without the prior written consent of the Responsible Authority.

Date issued: 7 July 2010	Signature of the Responsible Authority

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

22. All service pipes, apart from roof down pipes, must be concealed from the view of a person at ground level within common areas, public thoroughfares and adjoining properties.

23. No garbage bin or waste materials generated by the building may be deposited or stored outside the site and bins must be returned to the garbage storage area as soon as practicable after garbage collection.

VicRoads conditions

24. The building of any crossover to the King's Way laneway shall be constructed to the satisfaction of the Responsible Authority.

25. A traffic management plan is required to be submitted to VicRoads for consent 14 days prior to the commencement of works on-site.

26. Worksite traffic management practices must be in accordance with the Australian Standard A.S. 1742.3-2009 'Manual of uniform traffic control devices – Part 3: Traffic control devices for works on roads'.

Melbourne Water conditions

27. No polluted and/or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.

28. The ground floor must be constructed with finished floor levels to Melbourne Water's satisfaction.

29. Flood resistant materials must be used for the construction of floor levels and walls below the applicable flood level.

30. All electrical and plumbing fittings must be to the standards of the Relevant Authority for areas subject to inundation, for all services contained within the ground floor.

31. Prior to the completion of works, the landowner/s must enter into a Section 173 Agreement with the Responsible Authority and Melbourne Water which is attached to title. The purpose of the agreement shall be to:

    a) Identify floor levels below flood level;
    b) Promote the future fit-out of floors below flood level so as to minimise asset damage.

32. The layout of the site and size, design and location of buildings and works as shown on the submitted plans must not be altered without the prior written consent from Melbourne Water.

Expiry of permit

In accordance with Section 68 of the Planning and Environment Act 1987, this permit will expire if one of the following circumstances applies:

- The development is not started within two (2) years of the date of this permit;
- The development is not completed within four (4) years of the date of this permit; or
- The use of retail premises hereby approved is not started within four (4) years of the date of this permit.

In accordance with Section 69 of the Planning and Environment Act 1987, the Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or within three months afterwards.

Date Issued: 7 July 2010	Signature of the Responsible Authority

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

NOTES:

The applicable flood level for the property is 1.6 metres to Australian Height Datum (AHD).

If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Melbourne Water on telephone 9235 2517 quoting Melbourne Water's reference 116587.

Flood level information

In the event of a 1 in 100 year storm the property will be subject to overland flows from the Hanna Street Main Drain (4806) and from high tides and storm surges from the Yarra River with floodwater flowing back up the drainage system and ponding in low-lying areas. The designated flood level for the property is 1.6 metres to Australian Height Datum (AHD).

The recently released *Victorian Coastal Strategy 2008* identifies sea level rise as a significant issue. The Strategy identifies the need to plan for sea-level rise of not less than 0.8 metres by 2100, and to allow for the combined effects of tides, storm surges, coastal processes and local conditions when assessing risks and impacts associated with climate change. This has now been incorporated into the State Planning Policy Framework under Clause 16.08-2. Melbourne Water has determined that this property will be affected by the projected increases in sea level rise and consideration should be taken when setting appropriate development requirements.

Freeboard

Freeboard is the difference between the floor level of a building and the 100-year flood level. Freeboard requirements are designed to ensure that valuable buildings, their contents and the people in them are safely above the 100-year flood level.

Melbourne Water acknowledges that to achieve Melbourne Water's minimum freeboard requirements the proposed ground floor level would have to be 1.6 metres higher than the footpath level. This would make the new development impractical and unworkable in terms of disabled access, general retail thresholds and street interface etc.

Melbourne Water has agreed to a certain portion of the ground floor with levels below the applicable flood level (e.g. ground floor areas being those areas providing access/egress at street frontage). However, the majority of the new building will be constructed with finished floor levels a minimum 600mm above the applicable flood level. It should be agreed that areas with ground floor levels below the applicable flood level, must incorporate flood resistant materials.

All necessary approvals and permits are to first be obtained from Council and VicRoads and the works performed to the satisfaction of the Responsible Authority; Manager, Engineering Services and VicRoads.

The Owner is hereby advised that residents of the building will not be eligible for City of Melbourne on-street resident parking permits and that existing on-street parking restrictions will not be altered to accommodate resident parking.

Any requirement to temporarily relocate street lighting must first be approved by the Responsible Authority; Manager, Engineering Services.

The Owner is advised that separate approval from the Council's Engineering Services Group will be required for the reconfiguration of on-street car parking spaces adjacent to the site and beneath the King's Way overpass and their use as car share spaces. Please contact Richard Smithers, Team Leader, Transport Planning (9658 9535).

Date Issued: 7 July 2010	Signature of the Responsible Authority

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

WHEN DOES A PERMIT BEGIN?

A permit operates:

a. from the date specified in the permit; or

b. if no date is specified, from:

(i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or

(ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if -
   (a) the development or any stage of it does not start within the time specified in the permit; or
   (b) the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act* 1988 and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
   (c) the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the *Subdivision Act* 1988.
2. A permit for the use of land expires if -
   (a) the use does not start within the time specified in the permit, or if no time is specified, within two years of the issue of the permit; or
   (b) the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if -
   (a) the development or any stage of it does not start within the time specified in the permit, or
   (b) the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
   (c) the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development; or
   (d) the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act* 1987, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act* 1988, unless the permit contains a different provision -
   (a) the use or development of any stage is to be taken to have started when the plan is certified; and
   (b) the permit expires if the plan is not certified within two years of the issue of a permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPLICATIONS FOR REVIEW?

- The person who applied for the permit may apply for review against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on an Application For Review form which can be obtained from the Victorian Civil and Administrative Tribunal, and must be accompanied by the prescribed fee.
- An application for review must state the grounds upon which it is based.
- An application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

CITY OF MELBOURNE

GPO Box 1603
Melbourne VIC 3001
Hotline (03) 9658 9658
Facsimile (03) 9654 4864
DX210487
ABN 55 370 219 287

18 May 2012

Wadhawan Holdings Pty Ltd
C/- Urbis Pty Ltd
Level 12
120 Collins St
MELBOURNE VIC 3000

Dear Sir/Madam

REQUEST TO EXTEND PLANNING PERMIT No: TP-2009-724
248-254 CITY ROAD, SOUTHBANK
THE DEVELOPMENT OF A MULTI-LEVEL BUILDING FOR THE PURPOSE OF MULTIPLE DWELLINGS AND USE FOR GROUND FLOOR SHOPS, RESIDENTIAL DISPLAY SUITE, A REDUCTION OF THE CAR PARKING REQUIREMENT AND ALTERATIONS TO ACCESS TO A ROAD IN A ROAD ZONE, CATEGORY 1.

I refer to your letter dated 4 May 2012, requesting that the above permit be extended. Further to my letter dated 18 May 2012 I write to further clarify the permit expiry dates.

Pursuant to Section 69 of the Planning and Environment Act 1987, the permit has been extended and will now expire if the development has not commenced by 7 July 2014. This also requires that the development must be completed by 7 July 2016 and the use of the retail premises must be started by 7 July 2016.

Please ensure that a copy of this letter is attached to the permit.

If you require any further information, please do not hesitate to contact me on the number below.

Yours sincerely

Katherine Smart
Planning Officer

Telephone 03 9658 9507
Facsimile 03 9650 1026
E-mail Katherine.Smart@melbourne.vic.gov.au

CoM reference TP-2009-724

Department of
Transport, Planning and
Local Infrastructure

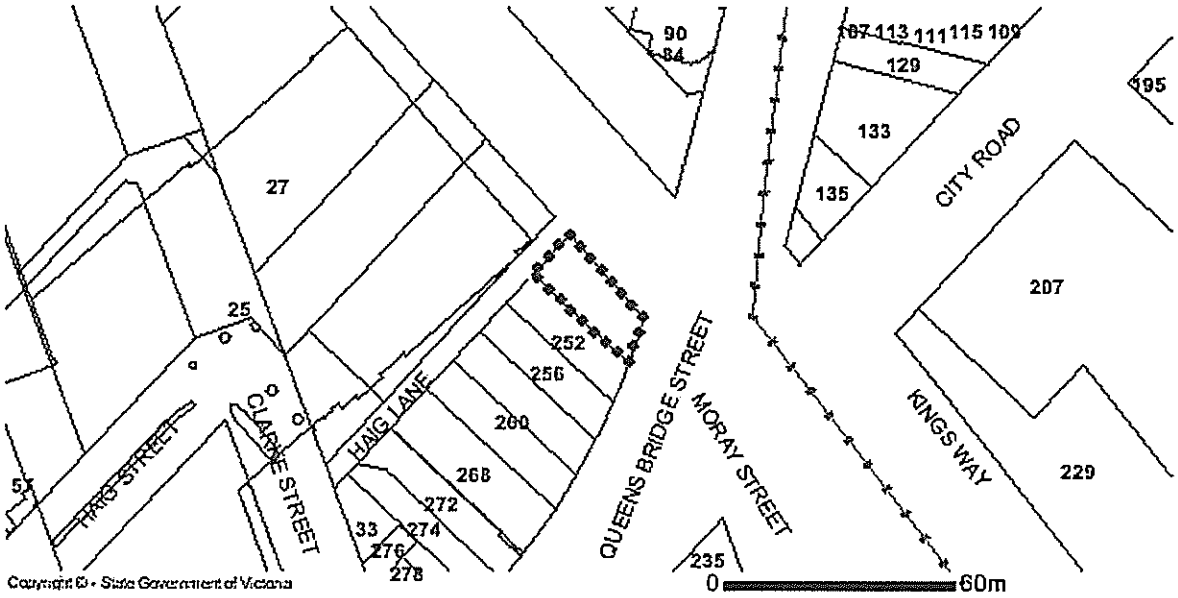
Designated Bushfire Prone Areas

from www.dtpli.vic.gov.au/planning on 30 September 2014 02:53 PM

Address: 248-250 CITY ROAD SOUTHBANK 3006
Crown Description: Allot. 8 Sec. 80 CITY OF SOUTH MELBOURNE, PARISH OF MELBOURNE SOUTH
Local Government (Council): MELBOURNE **Council Property Number:** 110387
Directory Reference: Melway 2F C10

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend Bushfire Prone Area Selected Land

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013 and 3 June 2014.

The Building Regulations 2006 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed via the Bushfire Prone Areas Map Service at services.land.vic.gov.au/maps/bushfire.jsp or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit Planning Schemes Online

For Planning Scheme Provisions for this property return to the GetReports list and select the Planning Property Report.

Department of
Transport, Planning and
Local Infrastructure

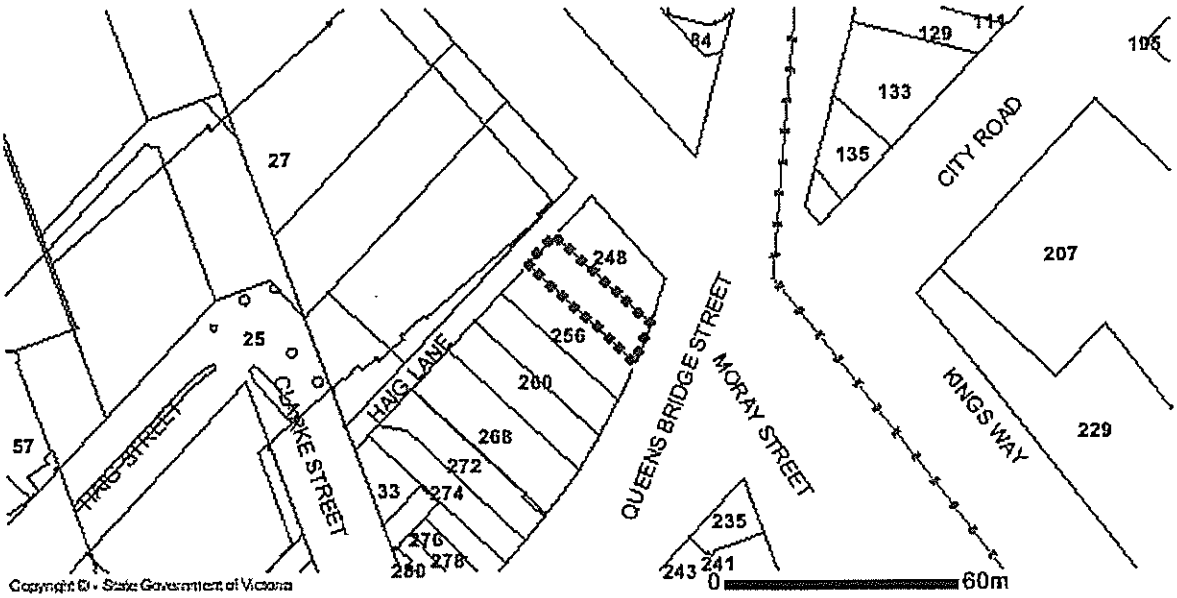
Designated Bushfire Prone Areas

from www.dtpli.vic.gov.au/planning on 30 September 2014 02:55 PM

Address: 252-254 CITY ROAD SOUTHBANK 3006
Crown Description: Allot. 9 Sec. 80 CITY OF SOUTH MELBOURNE, PARISH OF MELBOURNE SOUTH
Local Government (Council): MELBOURNE **Council Property Number:** 110388
Directory Reference: Melway 2F C10

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend Bushfire Prone Area Selected Land

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For Planning Scheme Provisions in bushfire areas visit Planning Schemes Online

For Planning Scheme Provisions for this property return to the GetReports list and select the Planning Property Report.

SAI GLOBAL
PROPERTY

CERTIFICATE No: 24098030 **DATE:** 26/09/2014

ROADS CERTIFICATE

Client: Baker & McKenzie
DX: 334 Melbourne

Matter Ref: 85290992-000001
Vendor: SPG 248 CITY ROAD LANDOWNER PTY LTD
Purchaser:

Subject Property: 248-254 CITY ROAD SOUTHBANK VIC 3006

Title Particulars: Vol 5383 Fol 462; Vol 9316 Fol 501

Municipality: MELBOURNE

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

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

SAI Global Property Division Pty Ltd ACN 089 586 872
SAI Global Property, Level 3 355 Spencer Street, WEST MELBOURNE VIC 3003 DX: 502 Melbourne Tel: 1300 730 000 Fax: (03) 9278 1167

Property Information

Building Act 1993, Building Regulations 2006, Regulation 326.

CITY OF MELBOURNE

GPO Box 1603
Melbourne VIC 3001
Hotline (03) 9658 9658
Facsimile (03) 9654 4854
DX210487
ABN 55 370 219 287

29 September 2014

Sai Global Property Division Pty Ltd
PO Box 1884R
MELBOURNE VIC 3001

Dear Sir/Madam

248-250 City Road, SOUTHBANK VIC 3006

Thank you for your building property application received 29 Sep 2014. Please find below the relevant information relating to your property enquiry.

Building Permits issued within the last 10 years

File Number: BP-2010-2268
Description of Work: Demolition of an existing 2 storey building

Permits/Certificates Issued:
Building Permit - 15774/04199/0 08-Dec-2010
Certificate of Final Inspection - 07-May-2012

File Number: BP-2012-1681
Description of Work: Demolition of a Building Footings - Associated with Temporary propping works

Permits/Certificates Issued:
Building Permit - 28992/220913/1 12-Nov-2012

File Number: BP-2012-1681/1
Description of Work: Construction of a 32 level building. Stage 2 - Piling and Footings

Permits/Certificates Issued:
Building Permit - 28992/220913/2 05-Feb-2013

File Number: BP-2014-1207
Description of Work: Inground Footings for Lift Pit Only

Permits/Certificates Issued:
Building Permit - BS-U 28992.221726 27-Jun-2015

File Number: BP-2014-1207/1
Description of Work: Stage 2 - Structure - Ground to Level 4

Permits/Certificates Issued:
Building Permit - 28992/221726/2 08-Sep-2014

Outstanding Building Notices or Orders

There are no outstanding Building Notices or Orders on this property.

Your Property Enquiry request indicates that the subject property abuts a lane/s under Council's care and management which may be potentially affected. You should ensure relevant title boundary/boundaries of the property do not significantly encroach onto the lane/s (by undertaking a casdastral survey carried out by a Licensed Surveyor). If significant encroachments already exist, additional information may be sought by providing a copy of the cadastral survey, a copy of the Property Enquiry request and a full legible copy of the relevant certificate/s of title to the subject land, to Council's Land Survey Team. Please email or fax such information to Land Survey on 9658 9179 or phone 9658 8688 survey@melbourne.vic.gov.au

Please contact me if you have any queries or require further information.

Yours faithfully

Jessica Tobias
Business Support Officer

Telephone 9658 8448
Facsimile 9650 5310
Email buildingpermitinformation@melbourne.vic.gov.au

Your Ref 24098030:42233487
Our Ref 46782

Notes:

1. This Branch is only required to forward information in respect of an application for a Property Enquiry as set out in Regulation 327 of the Building Regulations 2005.
2. **Swimming pool and spa safety barriers**
   Properties with swimming pools and/or spas must have suitable barriers to prevent young children from drowning.
   For further information please contact Council's Building Control Branch on 9658 9100.
3. **Self contained smoke alarms**
   Certain residential buildings must have smoke alarms to protect the occupants in the event of a fire.
   For further information please contact Council's Building Control Branch on 9658 9100.

Please note that Council will be able to expedite any future requests if a legible copy of the relevant Certificate of Title is included. The subject property should be clearly identified on the Certificate.

Property Information

Building Act 1993, Building Regulations 2006, Regulation 326.

CITY OF MELBOURNE

GPO Box 1603
Melbourne VIC 3001
Hotline (03) 9658 9658
Facsimile (03) 9654 4854
DX210487
ABN 55 370 219 287

1 October 2014

Sai Global Property Division Pty Ltd
PO Box 1884R
MELBOURNE VIC 3001

Dear Sir/Madam

252-254 City Road, SOUTHBANK VIC 3006

Thank you for your building property application received 29 Sep 2014. Please find below the relevant information relating to your property enquiry.

Building Permits issued within the last 10 years

There are no Building Permits issued within the last 10 years.

Outstanding Building Notices or Orders

There are no outstanding Building Notices or Orders on this property.

Please contact me if you have any queries or require further information.

Yours faithfully

Jessica Tobias
Business Support Officer

Telephone 9658 8448
Facsimile 9650 5310
Email buildingpermitinformation@melbourne.vic.gov.au

Your Ref 24134693:42285223
Our Ref 46812

Notes:

1. This Branch is only required to forward information in respect of an application for a Property Enquiry as set out in Regulation 327 of the Building Regulations 2005.
2. **Swimming pool and spa safety barriers**
   Properties with swimming pools and/or spas must have suitable barriers to prevent young children from drowning.
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Property Information

Building Act 1993, Building Regulations 2006, Regulation 326.

CITY OF MELBOURNE

GPO Box 1603
Melbourne VIC 3001
Hotline (03) 9658 9658
Facsimile (03) 9654 4854
DX210487
ABN 55 370 219 287

29 September 2014

Sai Global Property Division Pty Ltd
PO Box 1884R
MELBOURNE VIC 3001

Dear Sir/Madam

248-250 City Road, SOUTHBANK VIC 3006

Thank you for your building property application received 29 Sep 2014, I wish to advise that the above mentioned property is in an area which:

- Is not in an area designated bushfire prone under Regulation 810.
- is not an area determined under Regulation 805 to be likely to be subject to significant snow falls.
- is designated under regulation 803 as an area in which buildings are likely to be subject to infestation by termites.

According to the information available in this office, the above property is in an area liable to flooding, as determined under regulations 802 and 806 of the Building Regulations 2006.

However, Melbourne Water have notified this office that there have been a number of changes to the flood levels around the City of Melbourne, which has instigated the preparation of new flood level plans.

In the interim, it would be advisable to confirm the above information with Melbourne Water, Land Development Planning, PO Box 4342, Melbourne Vic 3001 or phone (03) 9235-2517.

Please contact me if you have any queries or require further information.

Yours faithfully

Tamara Moore
Business Support Officer

Telephone 9658 8865
Facsimile 9650 5310
Email buildingpermitinformation@melbourne.vic.gov.au

Your Ref 24098030:42233488
Our Ref 46781

Notes:

1. This Branch is only required to forward information in respect of an application for a Property Enquiry as set out in Regulation 327 of the Building Regulations 2005.
2. **Swimming pool and spa safety barriers**
   Properties with swimming pools and/or spas must have suitable barriers to prevent young children from drowning.
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Please note that Council will be able to expedite any future requests if a legible copy of the relevant Certificate of Title is included. The subject property should be clearly identified on the Certificate.

Property Information

Building Act 1993, Building Regulations 2006, Regulation 326.

CITY OF MELBOURNE

GPO Box 1603
Melbourne VIC 3001
Hotline (03) 9658 9658
Facsimile (03) 9654 4854
DX210487
ABN 55 370 219 287

1 October 2014

Sai Global Property Division Pty Ltd
PO Box 1884R
MELBOURNE VIC 3001

Dear Sir/Madam

252-254 City Road, SOUTHBANK VIC 3006

Thank you for your building property application received 29 Sep 2014, I wish to advise that the above mentioned property is in an area which:

- Is not in an area designated bushfire prone under Regulation 810.
- Is not an area determined under Regulation 805 to be likely to be subject to significant snow falls.
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Please contact me if you have any queries or require further information.

Yours faithfully

Jessica Tobias
Business Support Officer

Telephone 9658 8448
Facsimile 9650 5310
Email buildingpermitinformation@melbourne.vic.gov.au

Your Ref 24134693:42285224
Our Ref 46813

Notes:

1. This Branch is only required to forward information in respect of an application for a Property Enquiry as set out in Regulation 327 of the Building Regulations 2005.
2. **Swimming pool and spa safety barriers**
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   For further information please contact Council's Building Control Branch on 9658 9100.

Please note that Council will be able to expedite any future requests if a legible copy of the relevant Certificate of Title is included. The subject property should be clearly identified on the Certificate.

CITY OF MELBOURNE
LAND INFORMATION CERTIFICATE
(SECTION 229 LOCAL GOVERNMENT ACT 1989)

CERTIFICATE NO: 112468
DATE OF ISSUE: 26-Sep-2014
YEAR ENDING: 30-Jun-2015

1) This certificate provides information regarding Valuations, Rates, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law or by-law of the council.

2) This certificate is not required to include information regarding Planning, Health, Land Fill, Land Slip, other flooding information or service easements. Information regarding these matters may be available from the council or relevant authority. A fee may be charged for such information.

Property situated at: 248-250 City Road, SOUTHBANK VIC 3006

Legal Description: CA 8 TP272439V CT-5383/462

Operation date of Valuation: 01 July 2014 **Assessment No:** 39915 4

Net Annual Value: 170,000 **Site Value:** 2,560,000 **Capital Improved Value:** 2,560,000

Owner recorded by Council: SPG 248 City Road Landowner Pty Ltd

RATES AND CHARGES

		Balance Owing
Town Rate 1/07/2014 to 30/6/2015	$	7,803.17
Fire Services Levy 01/07/2014/ to 30/06/2015	$	1,613.00
Town Rate Arrears	$	0.00
Interest on overdue amounts	$	0.00
Legal Costs	$	0.00
Total Payments	$	0.00

Updates on this certificate will only be provided for a period of 90 days **TOTAL DUE:** **$ 9,416.17**

Please Note: If you wish to have your certificate emailed, please provide your email address with future applications

Payments to:

City of Melbourne
GPO Box 2158
Melbourne Vic
3001

$20.00 Fee received

Sai Global Property Division Pty Ltd
DX332 MELBOURNE

Please Note:
After settlement the responsibility for payment of outstanding rates rests with the purchaser.
Please advise your client accordingly.

For inquiries phone 9658 9759

OTHER INFORMATION

1)	Specified flood level by council (If any)	N/A
2)	Potential liability for rates under the Cultural and Recreational Lands Act 1963	N/A
3)	Potential liability for land to become rateable under section 173, 174 or 174A of the Local Government Act 1989.	N/A
4)	Detail of notices and orders under the Local Government Act 1958, Local Government Act 1989 or under a local law or by-law of council.	N/A
5)	Money owed for works under the Local Government Act 1958	Nil
6)	Any outstanding amount required to be paid for recreational purposes or any transfer of land required to council for recreational purposes under Section 18 of the Subdivision Act 1988 or LGA 1958.	Nil
7)	Money owed under Section 227 of the Local Government Act 1989	Nil

Applicants Reference 24106518:42244671:46760

Authorised Officer _____

CITY OF MELBOURNE
LAND INFORMATION CERTIFICATE
(SECTION 229 LOCAL GOVERNMENT ACT 1989)

CERTIFICATE NO: 112469
DATE OF ISSUE: 26-Sep-2014
YEAR ENDING: 30-Jun-2015

1) This certificate provides information regarding Valuations, Rates, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law or by-law of the council.

2) This certificate is not required to include information regarding Planning, Health, Land Fill, Land Slip, other flooding information or service easements. Information regarding these matters may be available from the council or relevant authority. A fee may be charged for such information.

Property situated at: 252-254 City Road, SOUTHBANK VIC 3006

Legal Description: CA 9 TP282077X CT-9316/501

Operation date of Valuation: 01 July 2014 **Assessment No:** 399097

Net Annual Value: 110,000 **Site Value:** 2,200,000 **Capital Improved Value:** 2,200,000

Owner recorded by Council: SPG 248 City Road Landowner Pty Ltd

RATES AND CHARGES

		Balance Owing
Town Rate 1/07/2014 to 30/6/2015	$	5,049.11
Fire Services Levy 01/07/2014/ to 30/06/2015	$	1,415.00
Town Rate Arrears	$	0.00
Interest on overdue amounts	$	0.00
Legal Costs	$	0.00
Total Payments	$	0.00

Updates on this certificate will only be provided for a period of 90 days **TOTAL DUE:** **$ 6,464.11**

Please Note: If you wish to have your certificate emailed, please provide your email address with future applications

Payments to:

City of Melbourne
GPO Box 2158
Melbourne Vic
3001

$20.00 Fee received

Sai Global Property Division Pty Ltd
DX332 MELBOURNE

Please Note:
After settlement the responsibility for payment of outstanding rates rests with the purchaser.
Please advise your client accordingly.

For inquiries phone 9658 9759

OTHER INFORMATION

1)	Specified flood level by council (If any)	N/A
2)	Potential liability for rates under the Cultural and Recreational Lands Act 1963	N/A
3)	Potential liability for land to become rateable under section 173, 174 or 174A of the Local Government Act 1989.	N/A
4)	Detail of notices and orders under the Local Government Act 1958, Local Government Act 1989 or under a local law or by-law of council.	N/A
5)	Money owed for works under the Local Government Act 1958	Nil
6)	Any outstanding amount required to be paid for recreational purposes or any transfer of land required to council for recreational purposes under Section 18 of the Subdivision Act 1988 or LGA 1958.	Nil
7)	Money owed under Section 227 of the Local Government Act 1989	Nil

Applicants Reference 24106519:42244675:46761

Authorised Officer _____

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

authority@property.saiglobal.com
E-mail:
authority@property.saiglobal.com

Statement for property:
248 CITY ROAD SOUTHBANK 3006

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
08A//03340/32	24106518:42244672	26 SEPTEMBER 2014	22999813

1. Statement of Fees Imposed

Parks Victoria - Parks Service Charge	01/07/2014 to 30/06/2015	$296.80
Melbourne Water Corporation Total Service Charges	01/07/2014 to 30/09/2014	$199.15
Water Service Charge	01/07/2014 to 30/09/2014	$27.19
Sewerage Service Charge	01/07/2014 to 30/09/2014	$113.88
Fire Service Charge	01/07/2014 to 30/09/2014	$27.19
Subtotal Service Charges		$664.21
Payments		$664.21
	TOTAL UNPAID BALANCE	$0.00

- The meter at the property was last read on 29/07/2014. Fees accrued since that date may be estimated by reference to the following historical information about the property:

  Water Usage Charge **$0.91 per day**

  Sewage Disposal Charge **$0.50 per day**

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): **https://secureapp.southeastwater.com.au/b2bportal/account/login**

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

AUTHORISED OFFICER:

HAMISH REID
GENERAL MANAGER
CUSTOMER AND BUSINESS FUTURES

South East Water
Information Statement Applications
Locked Bag 1, Moorabbin, VIC 3189
https://apps.southeastwater.com.au/ice

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at ***www.southeastwater.com.au***.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Water's sewerage system, by a shared, combined or encroaching drain, request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee by phoning 9552 3770 or at www.southeastwater.com.au

A portion of the property sewer drain has been laid within R.O.W. AT REAR. A copy of the Property Sewerage Plan may be obtained for a fee by phoning 9552 3770. Please quote PS 14562.

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain /open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL 1.6 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679-7517.

The Hanna Street Main Drain (DFP 4806 - FP Port Phillip) is located in the vicinity of the property. For further

AUTHORISED OFFICER:

HAMISH REID
GENERAL MANAGER
CUSTOMER AND BUSINESS FUTURES

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information contact Melbourne Water on 9679-7517.

Information available at Melbourne Water indicates that the property may be subject to flooding from Port Phillip Bay. The applicable highest sea level for Port Phillip Bay, based on a 1% probability of occurrence in any one year is 1.6 metres to Australian Height Datum. A licensed surveyor should be engaged to determine the exact effect of the flood level on the property. For further information please phone Melbourne Water on 9679-7517.

The Victorian Coastal Strategy identifies the need to plan for sea level rise of not less than 0.8 metres by 2100 when assessing risks and impacts associated with climate change. Melbourne Water, as the relevant floodplain management authority has identified that this property may be affected by increases to the mean sea level of Port Phillip Bay / Western Port. For further information please phone Melbourne Water on 9679 7517.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

HAMISH REID
GENERAL MANAGER
CUSTOMER AND BUSINESS FUTURES

South East Water
Information Statement Applications
Locked Bag 1, Moorabbin, VIC 3189
https://apps.southeastwater.com.au/ice

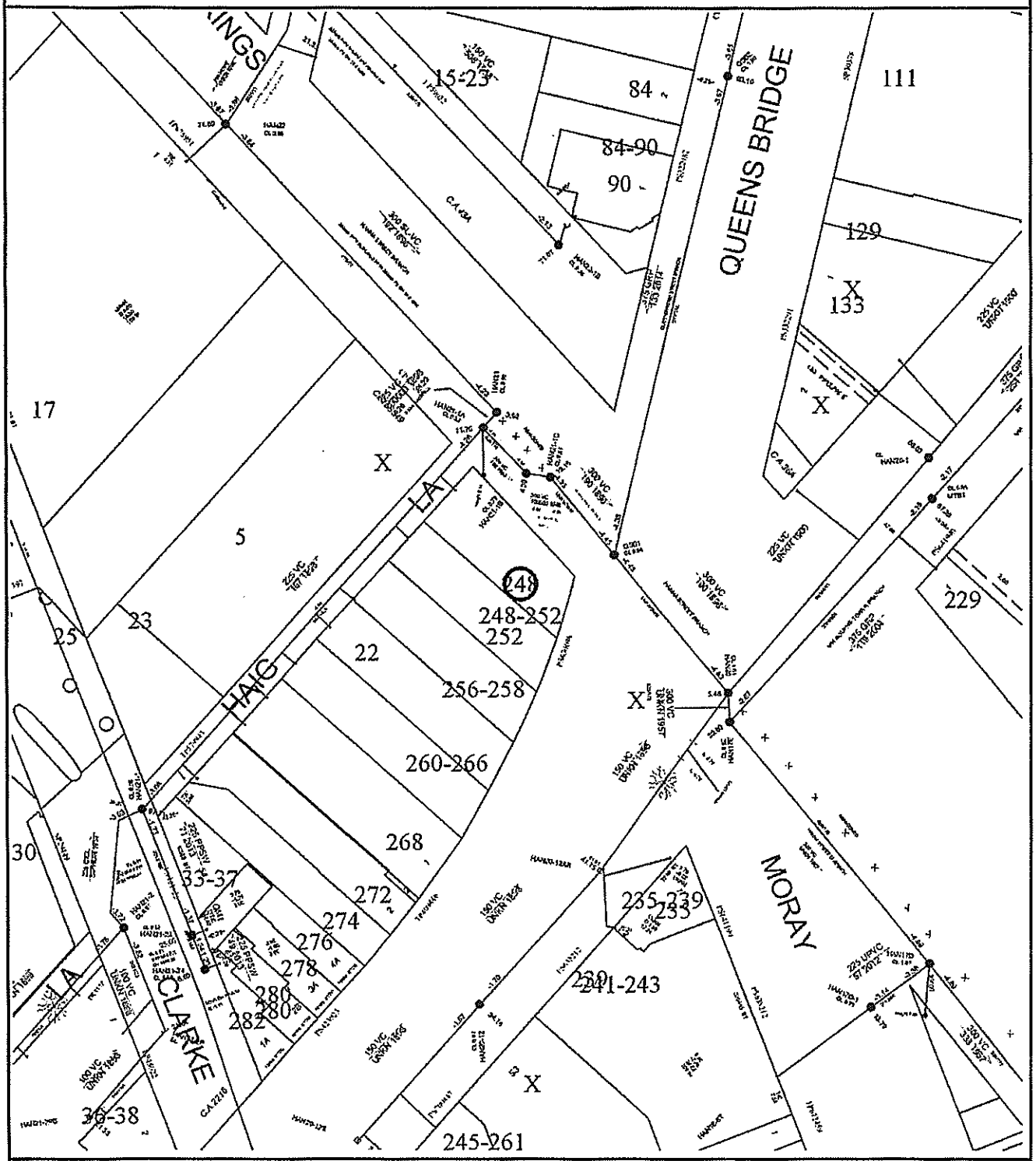
ASSET INFORMATION - SEWER

Property: 248 CITY ROAD SOUTHBANK 3006

Case Number: 22999813

Scale in Metres: 20 0 20 40

Date: 26 SEPTEMBER 2014



WARNING : This plan is issued solely for the purpose of assisting you in identifying South East Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details).

LEGEND

———	Title/Road Boundary		Subject Property	●	Maintenance Hole
—·—·—	Proposed Title/Road	———	Sewer Main	■	Inspection Shaft
- - - -	Easement	225 VC / 280 MOR	Direction of Flow	< 1.0 >	Offset from Boundary

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

authority@property.saiglobal.com
E-mail:
authority@property.saiglobal.com

Statement for property:
252 CITY ROAD SOUTHBANK 3006

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
08A//03340/31	24106519:42244676	26 SEPTEMBER 2014	22999896

1. Statement of Fees Imposed

Parks Victoria - Parks Service Charge	01/07/2014 to 30/06/2015	$246.77
Melbourne Water Corporation Total Service Charges	01/07/2014 to 30/09/2014	$165.58
Water Service Charge	01/07/2014 to 30/09/2014	$27.19
Sewerage Service Charge	01/07/2014 to 30/09/2014	$113.88
Subtotal Service Charges		$553.42
Payments		$553.42
	TOTAL UNPAID BALANCE	$0.00

- The meter at the property was last read on 24/07/2014. Fees accrued since that date may be estimated by reference to the following historical information about the property:
- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): **https://secureapp.southeastwater.com.au/b2bportal/account/login**

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

AUTHORISED OFFICER:

HAMISH REID
GENERAL MANAGER
CUSTOMER AND BUSINESS FUTURES

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INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at ***www.southeastwater.com.au***.
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- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

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The Hanna Street Main Drain (DFP 4806 - FP Port Phillip) is located in the vicinity of the property. For further information contact Melbourne Water on 9679-7517.

The applicable flood level for this property is RL 1.6 metres to Australian Height Datum (AHD). For further information contact Melbourne Water on 9679-7517.

Information available at Melbourne Water indicates that the property may be subject to flooding from Port Phillip Bay. The applicable highest sea level for Port Phillip Bay, based on a 1% probability of occurrence in any one year is 1.6 metres to Australian Height Datum. A licensed surveyor should be engaged to determine the exact effect of the flood level on the property. For further information please phone Melbourne Water on 9679-7517.

The Victorian Coastal Strategy identifies the need to plan for sea level rise of not less than 0.8 metres by 2100 when assessing risks and impacts associated with climate change. Melbourne Water, as the relevant floodplain management authority has identified that this property may be affected by increases to the mean sea level of

AUTHORISED OFFICER:

HAMISH REID
GENERAL MANAGER
CUSTOMER AND BUSINESS FUTURES

South East Water
Information Statement Applications
Locked Bag 1, Moorabbin, VIC 3189
https://apps.southeastwater.com.au/ice

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Port Phillip Bay / Western Port. For further information please phone Melbourne Water on 9679 7517.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

HAMISH REID
GENERAL MANAGER
CUSTOMER AND BUSINESS FUTURES

South East Water
Information Statement Applications
Locked Bag 1, Moorabbin, VIC 3189
https://apps.southeastwater.com.au/ice

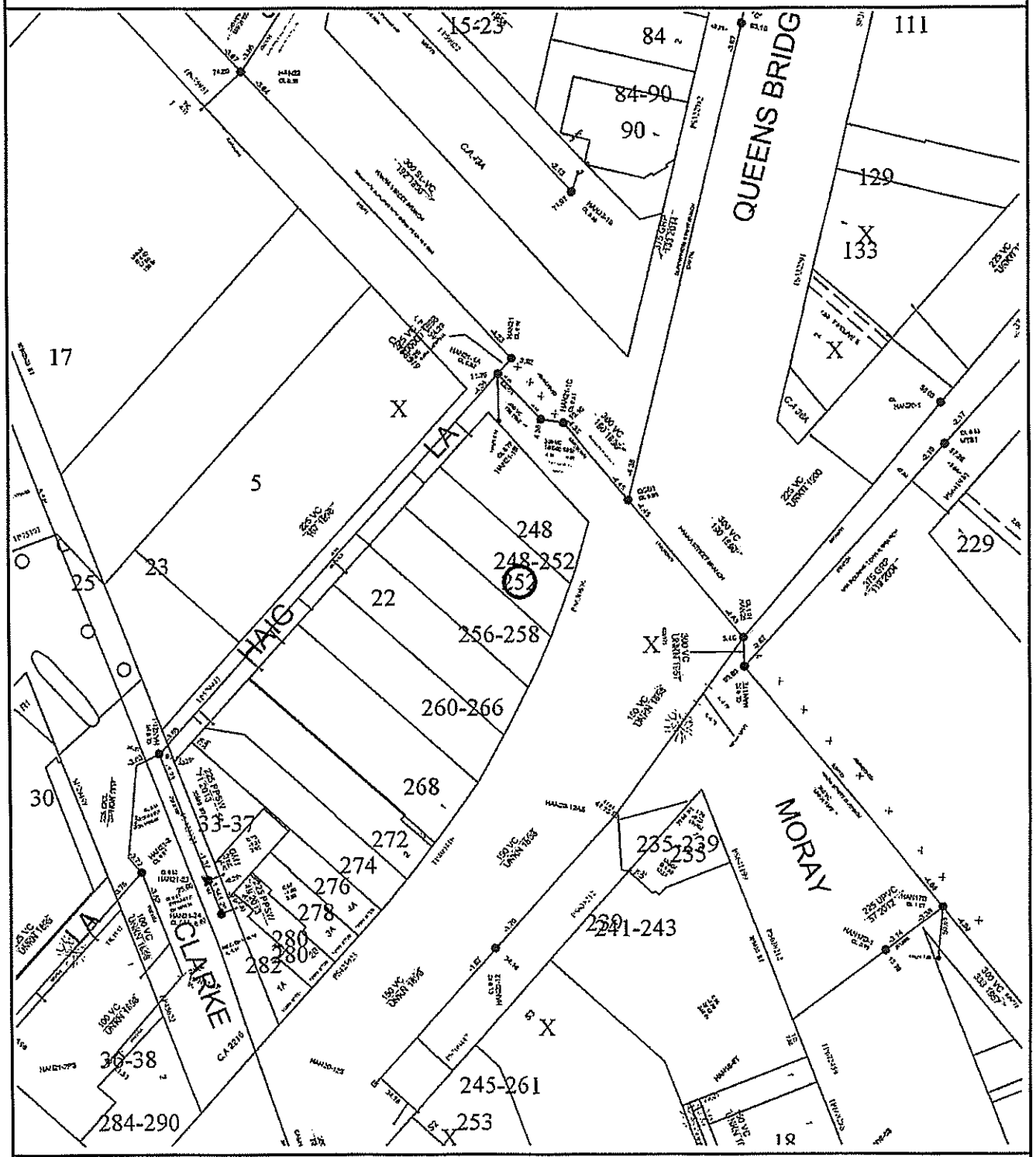
ASSET INFORMATION - SEWER

Property: 252 CITY ROAD SOUTHBANK 3006

Case Number: 22999896

Scale in Metres: 20 0 20 40

Date: 26 SEPTEMBER 2014



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details).

LEGEND

———	Title/Road Boundary	⌀	Subject Property	●	Maintenance Hole
—·—·—	Proposed Title/Road	———	Sewer Main	■	Inspection Shaft
— — —	Easement	← 225 VC / 280 MOR	Direction of Flow	< 1.0 >	Offset from Boundary

116587_389350_197372.pdf

Melbourne Water

23 September 2009

Mr Connor Perrott
Melbourne City Council
PO Box 1603
Melbourne, VIC 3001

RECEIVED
24 SEP 2009
DOCS OFFIC
CC: PAYMENT

Dear Mr Connor Perrott

Proposal: Construction of a thirty-two (32) level building and its use as shops and two hundred and seven (207) dwellings, reduced car parking requirement and alter access to a road in a road zone category 1

Property: 248-252 City Road, Southbank 3006
Council Ref: TP-2009-724
Melb Water Ref: 116587

Thank you for your letter of 14 September 2009 regarding a town planning application referral with the above details.

Melbourne Water, pursuant to Section 56 (1) of the Planning and Environment Act 1987, **does not object** to the proposal, subject to the following conditions and footnotes:

1. No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.

2. The ground floor must be constructed with finished floor levels to Melbourne Water's satisfaction.

3. Flood resistant materials must be used for the construction of floor levels and walls below the applicable flood level.

4. All electrical and plumbing fittings must be to the standards of the Relevant Authority for areas subject to inundation, for all services contained within the ground floor.

5. Prior to the completion of works, the landowner/s must enter into a Section 173 Agreement, with the Responsible Authority and Melbourne Water, which is attached to title. The purpose of the agreement shall be to:

    a. identify floor levels below flood level;
    b. promote the future fit-out of floors below flood level so as to minimise asset damage.

Melbourne Water Corporation
100 Wellington Parade
East Melbourne VIC 3002 Australia
PO Box 4342 Melbourne VIC 3001 Australia
Telephone 131 722
Facsimile 03 9235 7200
ABN 81 945 386 953

Victoria The Place To Be

6. The layout of the site and size, design and location of buildings and works as shown on the submitted plans must not be altered without the prior written consent from Melbourne Water.

Footnote(s) to be placed on Permit

The applicable flood level for the property is 1.6 metres to Australian Height Datum (AHD).

If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Melbourne Water on telephone 9235 2517, quoting Melbourne Water's reference 116587.

Advice to Council / Applicant

Please note that as the Responsible Authority under Section 66 of the Planning and Environment Act 1987 you must give Melbourne Water a copy of any permit which you decide to grant and a copy of any notice given under Section 64 or 65. Please forward a copy of any Notice of Decision, Planning Permit or Refusal to Melbourne Water for our records.

Flood Level Information

In the event of a 1 in 100 year storm the property will be subject to overland flows from the Hanna Street Main Drain (4806) and from high tides and storm surges from the Yarra River with floodwater flowing back up the drainage system and ponding in low-lying areas. The designated flood level for the property is 1.6 metres to Australian Height Datum (AHD).

The recently released Victorian Coastal Strategy 2008 identifies sea level rise as a significant issue. The Strategy identifies the need to plan for sea-level rise of not less than 0.8 metres by 2100, and to allow for the combined effects of tides, storm surges, coastal processes and local conditions when assessing risks and impacts associated with climate change. This has now been incorporated into the State Planning Policy Framework under Clause 15.08-2. Melbourne Water has determined that this property will be affected by the projected increases in sea level rise and consideration should be taken when setting appropriate development requirements.

Freeboard

Freeboard is the difference between the floor level of a building and the 100-year flood level. Freeboard requirements are designed to ensure that valuable buildings, their contents and the people in them are safely above the 100-year flood level.

Melbourne Water acknowledges that to achieve Melbourne Water's minimum freeboard requirements the proposed ground floor level would have to be 1.6 metres higher than the footpath level. This would make the new development impractical and unworkable in terms of disabled access, general retail thresholds and street interface etc.

Melbourne Water has agreed to a certain portion of the ground floor with levels below the applicable flood level (e.g. ground floor areas being those areas providing access/egress at street frontage). However, the majority of the new building will be constructed with finished floor levels a minimum 600mm above the applicable flood level. It should be agreed that areas with ground floor levels below the applicable flood level, must incorporate flood resistant materials.

To help promote the communication of flooding issues impacting on the new development a Section 173 Agreement attached to title is required. The purpose of the agreement shall be to:

i) identify floor levels below flood level; and
ii) promote the future fit-out of floor levels below flood level so as to minimise asset damage.

If you have any enquiries, please contact me on telephone 9235 7195.

Yours sincerely

Andrew Mellor
Land Development

Land Tax Clearance Certificate

Land Tax Act 2005

STATE REVENUE OFFICE VICTORIA
ABN 76 775 195 331
SRO - ISO 9001 Quality Certified

BAKER & MCKENZIE VIA SAI GLOBAL PROPERTY
LEVEL 3, 355 SPENCER ST
WEST MELBOURNE VIC 3003

Your Reference: 24098030:42233485
Certificate No: 85914268
Issue Date: 29 SEP 2014
Enquiries: GXP3

Land Address: 248 -254 CITY ROAD SOUTHBANK VIC 3006

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
REFER TO ATTACHMENT						

Vendor: SPG 248 CITY ROAD LANDOWNER PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT				

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total

Comments: Refer to attachment

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

TAXABLE VALUE:	$3,980,000
AMOUNT PAYABLE:	**$0.00**

Paul Broderick
Commissioner of State Revenue

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 85914268
Land ID: 1550212
Amount Payable: $0.00

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

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

<0000000000<0000000000>085914268000<085914268000>424<424>

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

Certificate No: 85914268

1. Under Section 96 of the Land Tax Act 2005 (the Act), land tax is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.

2. If land tax is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.

3. The amount of land tax on this certificate relates to the amount of land tax due and payable as at the date of the application only and not to any future liability or the tax status of the land.

4. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax.

5. If land tax will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.

6. If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
   a. the vendor, or
   b. the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.

7. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.

8. If an amount certified is excessively high (for example, because a principal residence concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.

9. If no land tax is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.

10. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.

11. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax.

For Information Only

SINGLE OWNERSHIP CALCULATION BASED ON A TAXABLE VALUE OF $3,980,000

Land Tax = $47,025.00

Calculated as $24,975 plus ($3,980,000 - $3,000,000) multiplied by 2.250 cents.

Further information

Internet	**www.sro.vic.gov.au**
Email	sro@sro.vic.gov.au (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001
In person	State Revenue Office Level 2, 121 Exhibition Street Melbourne Victoria For SRO counter service hours, please visit **www.sro.vic.gov.au/counter**

Payment options

Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:

Payment by mail:
- State Revenue Office
  GPO Box 4376
  MELBOURNE VIC 3001

Payment in person:
- Present this notice to the
  State Revenue Office
  Level 2, 121 Exhibition Street
  Melbourne Victoria
- Payment by cash or cheques only
- For SRO counter service hours, please visit
  www.sro.vic.gov.au/counter

Land Tax Clearance Certificates are available via the SRO website **www.sro.vic.gov.au/certificates**

Land Tax Clearance Certificate

Land Tax Act 2005

Certificate No: 85914268

STATE REVENUE OFFICE VICTORIA
ABN 76 775 195 331
SRO - ISO 9001 Quality Certified

Land Address: 248 -254 CITY ROAD SOUTHBANK VIC 3006

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
1550212			5383	462	$2,140,000	$0.00
			9316	501		

Assessed Owner	Years	Proportional Tax	Penalty/Interest	Total
HAIG LANE PTY LTD (IN LIQUIDATION)	2014	$25,284.80	$0.00	$0.00

Total Amount Payable for Property: 1550212 $0.00

Comments: Land Tax of $25,284.80 has been assessed for 2014, an amount of $25,284.80 has been paid.

Land Address: 248 -254 CITY ROAD SOUTHBANK VIC 3006

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
7949639			5383	462	$1,840,000	$0.00
			9316	501		

Assessed Owner	Years	Proportional Tax	Penalty/Interest	Total
HAIG LANE PTY LTD (IN LIQUIDATION)	2014	$21,740.20	$0.00	$0.00

Total Amount Payable for Property: 7949639 $0.00

Comments: Land Tax of $21,740.20 has been assessed for 2014, an amount of $21,740.20 has been paid.

Total: $3,980,000 $0.00

EPA Priority Sites Register Extract

EPA VICTORIA

Client: Baker & McKenzie
DX: 334 Melbourne

Client Ref: 85290992-000001
Certificate No: 24098030:42233489

Property Inquiry Details:

Street Address: 248-254 City Road
Suburb: SOUTHBANK
Map Reference: Melways Edition 39, Map No:43, Grid Letter: G, Grid Number: 11

Date of Search: 26/09/2014

Priority Sites Register Report:

A search of the Priority Sites Register **for the above map reference**, has indicated that this **site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register** at the date last notified by the EPA.

Important Information about the Priority Sites Register:

You should be aware that the Priority Sites Register lists only those sites for which EPA has requirements for active management of land and groundwater contamination. Appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites that are known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for $8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA information bulletin: Priority Sites Register (EPA Publication 735, December 2000). For a copy of this publication, copies of relevant Notices, of for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:
EPA Information Centre
200 Victoria Street, Carlton 3053
Tel: (03) 9695 2722 Fax: (03) 9695 2610

The information contained in this Extract of the Priority Sites Register may not be used for resale or for the preparation of mailing lists or for direct marketing. Any contravention of this notice will result in immediate revocation of access (including future access) to information contained on the Priority Sites Register.

The Environment Protection Authority does not warrant the accuracy or completeness of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information.

The information contained in this document has been sourced from the Environment Protection Authority who provides the Priority Sites Register information based only on the map reference entered when ordering this extract. Please ensure that you have used the correct edition of the directory and have entered the map reference correctly. SAI Global Property Division Pty Ltd does not warrant the accuracy or completeness of information provided by the EPA and therefore expressly disclaim liability arising from the use of this information.

SAI Global Property Division Pty Ltd ACN 089 586 872 ABN 15 115 133 152
224-226 Normanby Road, Southbank 3006 PO BOX 447, South Melbourne 3205 DX: 332 Melbourne Tel: 9278 1166 Fax: 9278 1167

HERITAGE
VICTORIA
HERITAGE
VICTORIA
HERITAGE
VICTORIA

CERTIFICATE

Pursuant to Section 50 of the *Heritage Act* 1995

SAI Global Property Helpdesk
level 3 , 355 Spencer STREET
WEST MELBOURNE 3003

CERTIFICATE NO:
17644436

PROPERTY ADDRESS:
248 - 254 CITY ROAD
SOUTHBANK

PARCEL DESCRIPTION:
Allotment 8 Section 80 Parish of City of South Melbourne Parish of Melbourne South ,
Allotment 9 Section 80 Parish of City of South Melbourne Parish of Melbourne South

1. There is no current application for inclusion of the place or object in the Heritage Register.
2. The place or object is not being considered for inclusion in the Heritage Register.
3. The place or object is not included in the Heritage Register.
4. The place or object is not included in the Heritage Inventory as an archaeological site or relic.
5. There is not an Interim Protection Order in force in respect of the place or object.
6. There is not a Repair Order for the carrying out of works in force in respect of the place.
7. There is not an Order of the Supreme Court in force to remedy or restrain a breach of the *Heritage Act* 1995 in respect of a place or object.
8. The place is not in a World Heritage Environs Area.

Authorised Person

DATED: 26/09/2014

Note: This Certificate is valid at the date of issue.

Department of
Transport, Planning and
Local Infrastructure

SAI GLOBAL
PROPERTY

Order number: 24166025
Your Reference: 85290992-000001
30/09/14 11:35

PPSR - Organisation Grantor Search

Important Note: The printer-friendly registration details below do not represent "a written search result in the appropriate form" (PPS Act s174). To obtain these results in "an appropriate form", a PPSR Search Certificate must be purchased from the Search Results.

Search Details & Results

Note: PPSR requires that search results are removed after the specified expiry time (see below). Please print results, and place follow-on orders for search certificates and attachments before this expiry time to avoid incurring additional charges from PPSR.

Search number	375103005862
Search type	Search By Grantor
Date & time search conducted	30/09/2014 11:35:51 (Canberra Time)
Search result expiry time	27/06/2015 11:35:51 (Canberra Time)
Number of results	0
Search Criteria	
Organisation name	SPG 248 City Road Landowner Pty Ltd

Registrations

No Registrations were found that match the specified Search Criteria

SAI GLOBAL
PROPERTY

Order number: 24165857
Your Reference: 85290992-000001
30/09/14 11:33

PPSR - Organisation Grantor Search

Important Note: The printer-friendly registration details below do not represent "a written search result in the appropriate form" (PPS Act s174). To obtain these results in "an appropriate form", a PPSR Search Certificate must be purchased from the Search Results.

Search Details & Results

Note: PPSR requires that search results are removed after the specified expiry time (see below). Please print results, and place follow-on orders for search certificates and attachments before this expiry time to avoid incurring additional charges from PPSR.

Search number	357979827888
Search type	Search By Grantor
Date & time search conducted	30/09/2014 11:33:00 (Canberra Time)
Search result expiry time	27/06/2015 11:33:00 (Canberra Time)
Number of results	0
Search Criteria	
ACN	167207436

Registrations

No Registrations were found that match the specified Search Criteria

SAI GLOBAL
PROPERTY

Order number: 24165955
Your Reference: 85290992-000001
30/09/14 11:34

PPSR - Organisation Grantor Search

Important Note: The printer-friendly registration details below do not represent "a written search result in the appropriate form" (PPS Act s174). To obtain these results in "an appropriate form", a PPSR Search Certificate must be purchased from the Search Results.

Search Details & Results

Note: PPSR requires that search results are removed after the specified expiry time (see below). Please print results, and place follow-on orders for search certificates and attachments before this expiry time to avoid incurring additional charges from PPSR.

Search number	367888155235
Search type	Search By Grantor
Date & time search conducted	30/09/2014 11:34:38 (Canberra Time)
Search result expiry time	27/06/2015 11:34:38 (Canberra Time)
Number of results	0
Search Criteria	
ABN	39167207436

Registrations

No Registrations were found that match the specified Search Criteria

SCHEDULE 3

Regulation 12

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

Australian Government

Foreign Investment Review Board

Telephone:02 6263 3795
Overseas: +61 2 6263 3795
Facsimile: 02 6263 2940
Website: www.firb.gov.au

11 June 2014
File: F2014/00497

Mr Bruce Campbell Webb
Baker McKenzie
Level 19, 181 William Street
MELBOURNE VIC 3000

Dear Mr Webb

I refer to correspondence dated 12 May 2014 concerning the proposal for SPG 248 City Road Landowner Pty Ltd to sell new dwellings to be constructed at 248-252 City Road, Southbank, Victoria (Development) to foreign persons.

There are no objections to this proposal in terms of the Government's Foreign Investment Policy subject to the conditions below.

Certificate

This letter constitutes a Certificate issued under regulation 3(e) of the *Foreign Acquisitions and Takeovers Regulations 1989* which permits SPG 248 City Road Landowner Pty Ltd to sell new dwellings in the Development to foreign persons on condition that SPG 248 City Road Landowner Pty Ltd:

(a) provides a copy of this Certificate to each prospective foreign purchaser of a new dwelling (including those that have been rented for less than 12 months); and

(b) provides a report annually to the Foreign Investment Review Board which includes all of the information requested in the Advanced-off-the-Plan Report form at: http://www.firb.gov.au/content/real_estate/other/developers.asp

In responding to this proposal, SPG 248 City Road Landowner Pty Ltd is reminded of its obligation to ensure that the Development is marketed in Australia.

This Certificate exempts prospective foreign persons purchasing new dwellings in the Development from the *Foreign Acquisitions and Takeovers Act 1975* requirement that they individually notify the Treasurer and obtain foreign investment approvals for their acquisitions.

This Certificate is not transferable.

Yours sincerely

Slavenka Jovanovic
Foreign Investment Review Board Secretariat

Due Diligence Checklist

What you need to know before buying a residential property

Consumer Affairs Victoria

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Consumer Affairs Victoria

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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