
Contract of Sale for

Unit 61 Dominion Apartments

285 City Road, Southbank, Victoria 3006

DOMINION

SOUTHBANK | CROWN PRECINCT

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

© Copyright September 2014

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: Unit _____, 285 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 [] clear business days (3 clear business days if none specified)

SIGNED BY THE VENDOR:
..... on/...../20.....

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

State nature of authority, if applicable:

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: Salrest No 2 Pty Limited as trustee for the T2 Trust (ABN 53 804 432 361) as mortgage in possession exercising power of sale under registered Mortgage No. AD103846U

Address: 245 City Road, Southbank Victoria 3006

ACN: 112 995 178

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: (03) 9617 4200 Fax: (03) 9614 2103 Ref: Bruce Webb / Rachel Brownlee

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10939 Folio		PS 514192X

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit _____, 285 City Road, Southbank Victoria 3006

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

.....
.....

Payment (general condition 11)

Price \$

Deposit \$ by / / 20..... (of which \$ has been paid)

Balance \$ 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)

is due on / /20.....

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are*:

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

*residential tenancy agreement for a fixed term ending on / /20.....

OR

*periodic residential tenancy agreement determinable by notice

OR

*lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years.

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

Instructions: It is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg. 4a, 4b, 4c etc.)

Special condition 1 – Acceptance of title

General condition 12.4 is added:

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.

Special condition 2 – Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 2.3 Each party must:
 - (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

General Conditions

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.

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 transferee, 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.

Table of contents

3	Definitions	15
4	Interpretation and Construction	17
5	Amendments to General Conditions	19
6	Annexures	20
7	Waiver	20
8	Rights Cumulative	20
9	Indemnities	20
10	Consents and approvals	21
11	No right of set off	21
12	Receipt of Vendor's Statement	21
13	Purchaser's Acknowledgements	21
14	No objections	22
15	Services	23
16	Compliance with legislation	24
17	Interest for late settlement	24
18	Insolvency	24
19	Incapacity	25
20	Inclusions	26
21	Exclusions	26
22	Confidentiality	27
23	Environmental Condition	27
24	Stamp duty	28
25	Purchaser buying in unequal shares	28
26	Vendor's costs and other charges	29
27	Nomination of substitute or additional Purchaser	29
28	Sale by Mortgagee	30
29	Caveats lodged after Day of Sale	30
30	Contract fair and reasonable	30
31	No warranty or actions	31
32	Indirect or consequential loss	31

33	Vendor may rescind if certain proceedings commenced	31
34	Limitation of Liability	32
35	Land Tax Charge	32
36	FIRB Act	33
37	Liability of Signatory	33
38	Guarantee and Indemnity	33
39	Owners Corporation	33
40	Stamp duty contribution	34
41	Refurbishments Works	34
Schedule 1		35
Guarantee and Indemnity		35
Schedule 2		40
Interior Finishes & Fittings Specifications		40

Special conditions

3 Definitions

3.1 In this contract:

Australian Consumer Law means Schedule 2 of 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 a bank as defined in the *Banking Act 1959* (Cth), the Reserve Bank or a State Bank, or any Australian Bank which the Vendor's Legal Practitioner (as stakeholder) deposits the Deposit with.

Building means the building located at 285 City Road, Southbank, Vic being the improvements on the Land.

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

Claim means any claim, demand, legal proceeding or cause of action including any claim, demand, legal proceedings or cause of action:

- (a) based in contract (including breach of warranty or under an indemnity in this contract);
- (b) based in tort (including misrepresentation or negligence);
- (c) under common law; or
- (d) under statute,

in any way relating to this contract 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.

Contaminant means a solid, liquid, gas, odour or substance or property of any substance which makes or may make the Property unsafe, unfit or harmful for habitation or occupation by any person or cause damage to the Property 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.

Controller has the meaning given to "controller" in section 9 of the *Corporations Act 2011*.

Default Interest means interest at the Specified Rate on the Balance and on any other amount payable by the Purchaser to the Vendor. It is payable in accordance with General Condition 26.

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.

Environmental Requirement means any law, order, guideline, direction, request or requirement (whether or not having the force of law) about or relating to the environment, planning, building or local government, including any of those things about:

- (a) land use and development or occupation of land or buildings;
- (b) heritage preservation, protection, exploration, exploitation, development or conservation of natural or cultural resources;
- (c) pollution or contamination of air, water or soil;
- (d) waste, disposal, recycling or treatment;
- (e) chemical, toxic, hazardous, poisonous or dangerous substances;
- (f) noise or odour; or
- (g) occupational health and safety.

Exclusions means any fixtures, fittings, chattels, equipment or other property owned by any tenant or other third party allowed to occupy all or any part of the Property (collectively, occupiers), but (subject to any specific provisions in any agreement with an occupier to the contrary) does not include carpets, ceiling tiles, services or plant and equipment (other than any such carpets, ceiling tiles, services or plant and equipment that are owned by an occupier) attached to or otherwise forming part of the Property.

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

Goods means as described in the Particulars of Sale.

Guarantee means the guarantee and indemnity included in Schedule 1.

Guarantor means the person or persons executing the Guarantee.

Inclusions means all plant and equipment situated on the Property and includes all improvements and fixtures including but not limited to all fixed floor coverings, electric light fittings, window furnishings, dishwashers and ovens.

Income Tax Assessment Act means the *Income Tax Assessment Act 1936* and the *Income Tax Assessment Act 1997*.

Land Tax Charges means the statutory charges registered over the titles to the Land on or about 26 October, 2009 by the State Revenue Office of Victoria pursuant to s 96(1) of the *Land Tax Act 2005* (Vic).

Owners Corporation means Owners Corporation Plan No. PS514192X.

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

Plan means Plan of Subdivision PS514192X.

Property has the meaning given to "Land" in the Particulars of Sale, and is also referred to as land in the General Conditions.

Refurbishment Works means the work to be carried out by or on behalf of the Vendor and more particularly described in the Interior Finishes & Fittings Specifications annexed to this contract in Schedule 2.

Services means water, sewerage, gas, electricity, telephone and other installations or services.

Settlement Date means the date on which Settlement is due.

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

Specified Rate means 4% above the rate prescribed by the *Penalty Interest Rates Act 1983* (Cth).

Substance includes without limitation any form of organic or inorganic matter, whether in solid, liquid or gaseous form.

TLA means *Transfer of Land Act 1958* (Vic).

Vendor's Mortgage means the Mortgage of Land in writing dated 6 September, 2004 between Capital Finance Australia Limited (ACN 069 663 136) (as mortgagee) and Dominion Lifestyle Tower Apartments Pty Ltd (In Liquidation) (in its own right and as trustee for the MICD Unit Trust) (ACN 102 850 000) (as mortgagor) and registered at the Office of Titles, Melbourne as dealing number AD103846U and transferred to the Vendor by Transfer of Mortgage dated 19 July, 2012 registered at the Office of Titles, Melbourne as dealing number AJ845902U.

Vendor's Statement means the statement prepared in accordance with Section 32 of the *Sale of Land Act 1962* (Vic) and annexed to this contract.

- 3.2 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.

4 Interpretation and Construction

Interpretation

- 4.1 In this contract unless the context otherwise requires, a reference to:
- (a) the singular includes the plural and vice versa;
 - (b) a gender includes all genders;
 - (c) this contract includes a reference to this contract and any annexures, schedules and exhibits;
 - (d) a paragraph, clause, recital, schedule, annexure and exhibit is a reference to a paragraph and clause of, and recital, schedule, annexure and exhibit to this contract;
 - (e) a person (including a party) includes:
 - (i) an individual, company, other body corporate, association, partnership, firm, joint venture, trust or government agency;
 - (ii) the person's successors, permitted assigns, substitutes, executors and administrators; and

- (iii) a reference to the representative member of the GST group to which the person belongs to the extent that the representative member has assumed rights, entitlements, benefits, obligations and liabilities which would remain with the person if the person were not a member of a GST group;
- (f) "Property" includes the whole or any part of the Property;
- (g) a document includes:
 - (i) an amendment or supplement to, or replacement or novation of, that document; and
 - (ii) any contract in writing, or any building certificate, notice, deed, instrument or any other document of any kind;
- (h) an agreement other than this contract includes an undertaking, deed, contract, or legally enforceable arrangement or understanding whether written or not;
- (i) a body other than a party to this contract, (including an institute, association or authority), whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (j) a law means that law as amended, consolidated, supplemented or replaced and includes reference to all regulations, ordinances, by laws and other instruments made under it and amendments or replacements of any of them whether now or in the future;
- (k) a thing includes the whole and each part of it;
- (l) "dollars" or "\$" means the lawful currency of Australia;
- (m) the words "include" (in any form) when introducing a list of items does not limit the meaning of words to which the list relates to those items or to items of a similar kind; and
- (n) 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.

Construction

- 4.2 Headings are for convenience only and do not affect interpretation of this contract.
- 4.3 Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- 4.4 This contract may not be construed adversely to a party only because that party was responsible for preparing it.
- 4.5 A provision of this contract which:
 - (a) has not been complied with and has not been waived; or

- (b) is capable of having effect after settlement,
does not merge on Settlement and continues to have full effect.
- 4.6 Each party must do all things and execute all further documents necessary to give full effect to this contract.
- 4.7 This contract is the entire agreement between the parties in respect of its subject matter.
- 4.8 Any notice or other communication given under this contract must be in legible writing and in English.
- 4.9 This contract may be amended only by a document signed by all parties.
- 4.10 This contract may be executed in counterparts and all counterparts taken together constitute one document.
- 4.11 This contract is governed by the laws of the State of Victoria and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria.

Conflict and severability

- 4.12 If there is any conflict or inconsistency between the Special Conditions and the General Conditions, then these Special Conditions will prevail.
- 4.13 Each of the covenants, obligations and restrictions set out in this contract is separate, severable and independent.
- 4.14 If a provision of this contract is invalid, unenforceable or illegal:
 - (a) it is to be read down or severed to the extent of the invalidity or unenforceability; and
 - (b) that fact does not affect the validity or enforceability of the remaining provisions.

5 Amendments to General Conditions

- 5.1 For the purpose of this contract the General Conditions are amended as follows:
 - (a) General Condition 1.1(a) (Encumbrances) is replaced with: "*(a) any encumbrance, easement, covenant, restriction or other disclosures in the contract or in the Vendor's Statement (other than existing mortgages or caveats which are to be discharged or removed)*".
 - (b) General Condition 5 (Consents) – delete entire clause.
 - (c) General Condition 8 (Builder warranty insurance) – delete entire clause.
 - (d) General Condition 11.4 (Payment) is deleted and replaced with the following:

"11.4 At Settlement, payment may be made or tendered by unendorsed cheque made payable to the person to be paid (as directed by the Vendor or the Vendor's Legal Practitioner) and drawn on its own funds by an 'authorised deposit-taking institution."
 - (e) General Condition 14 (Loan) - delete entire clause.
 - (f) General Condition 19 (Liability of Signatory) - delete entire clause.
 - (g) General Condition 20 (Guarantee) is deleted and replaced with:

"20. *If the Purchaser is a company not listed on a recognised stock exchange, the directors of the Purchaser, must execute the Guarantee on the Day of Sale. This General Condition 20 is an essential term of this contract.*"

(h) General Condition 24 is deleted and replaced with the following:

"24.1 *The Vendor carries the risk of loss or damage to the Property and the Inclusions until settlement.*

24.2 *Risk in the Property and the Inclusions passes to the Purchaser on Settlement.*

24.3 *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."*

(i) General Condition 26 (Interest) is deleted and replaced with the following:

"26.1 *If the Purchaser defaults in payment of any money under this contract, it is an essential condition of this contract that at settlement (in addition to the other moneys payable under this contract), the Purchaser must pay Default Interest to the Vendor in accordance with General Condition 26.2.*

26.2 *Default Interest:*

(a) *will be calculated on the money overdue during the period of default until the Settlement Date;*

(b) *is payable at settlement (in addition to the other moneys payable under this contract), without a demand or any written notice (including a default notice in accordance with general condition 27) from the Vendor; and*

(c) *is payable without affecting any other rights of the Vendor."*

6 Annexures

6.1 Except as otherwise stated in this contract, the Vendor does not warrant the accuracy or completeness of any documents listed in the Vendor's Statement.

7 Waiver

7.1 A provision of or a right under this contract may not be waived or varied except in writing signed by the person to be bound. Failure by a party to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

8 Rights Cumulative

8.1 The rights, remedies and powers of the parties under this contract are cumulative and do not exclude any other rights, remedies or powers.

9 Indemnities

9.1 Unless this contract states otherwise, the indemnities in this contract:

- (a) are continuing obligations of the parties, separate and independent from their other obligations;
- (b) survive Settlement or termination of this contract; and
- (c) are absolute and unconditional and unaffected by anything that might have the effect of prejudicing, releasing, discharging or affecting in any other way the liability of the party giving the indemnity.

9.2 It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this contract.

10 Consents and approvals

10.1 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.

11 No right of set off

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

12 Receipt of Vendor's Statement

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

13 Purchaser's Acknowledgements

- 13.1 Subject to General Condition 2 and section 32 of the SLA the Purchaser acknowledges and agrees that the Purchaser:
- (a) has not relied upon any information (including any brochure, marketing information, information memorandum, investment report or advertisement), warranty or representation made or any other conduct engaged in by the Vendor or any person on behalf of the Vendor except such as is expressly provided in this contract;
 - (b) has made or procured its own inspections, investigations examination and enquiries in respect of all aspects of the Property including, but without limitation the Property, planning restrictions, building regulations and the suitability of the Property for the purpose of which the Purchaser requires the Property;
 - (c) has relied entirely upon the Purchaser's own enquiries and inspection of the Property;
 - (d) is satisfied in all respects as to the nature, quality, condition and state of repair of the Property and the purposes for which the Property may be lawfully used;
 - (e) that the Property is sold and accepted by the Purchaser subject to all defects (whether latent or patent) in its present state of repair, condition, dilapidation and infestation;

- (f) that, other than as expressly provided in this contract, no warranty or representation is given (whether express or implied) by the Vendor or anyone on behalf of the Vendor as to:
- (i) any financial return or income that can be derived from the Property;
 - (ii) any use permitted by law or any development to which the Property may be put;
 - (iii) the amenity or neighbourhood in which the Property is located;
 - (iv) any item of plant, equipment or other Inclusion being sold with the Property not being found to be in working order or condition or fit for any purpose or not being of merchantable quality or fitting its description or otherwise not complying with any law including any health or safety law, regulation or ordinance;
 - (v) any rights and privileges relating to the Property;
 - (vi) whether any Environmental Requirements apply to the Property;
 - (vii) whether the Property complies with any law including all statutes, ordinances and regulations applicable to the Property or the use of the Property; or
 - (viii) fitness of the Property for any purpose;
- (g) that the Property is sold subject to:
- (i) all existing or proposed reservations, restrictions, encumbrances, leases, licences, agreements, exceptions and conditions (if any) referred to in this contract or the Vendor's Statement; and
 - (ii) any existing or proposed restrictions imposed by any law, by an Authority, by resolution of a responsible authority or an Authority, by any planning scheme, overlay or instrument or any planning permit (whether granted before or after the Day of Sale);
- (h) this contract contains the entire understanding and agreement between the parties as to its subject matter. 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. 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.

13.2 The Purchaser also acknowledges that none of the reservations, restrictions, encumbrances, leases, licences, agreements and conditions referred to in this special condition are defects in the Vendor's title or affect the validity of this contract and the Purchaser may not make any requisition, objection, Claim or claim for compensation, delay payment of the Residue, rescind or terminate this contract for compliance or non-compliance with any of them.

14 No objections

14.1 Subject to section 32 of the SLA, none of the following are defects in the Vendor's title or affect the validity of this contract and the Purchaser cannot make a Claim, requisition, delay Settlement, rescind or terminate in respect of -

- (a) any matter, fact or thing arising from, or referred to or contained in Special Condition 13;
- (b) the ownership or location of any boundary wall;
- (c) a service for the Property being a joint service or passing through another property, or any service for another property passing through the Property ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- (d) a wall being or not being a party wall in any sense of that term or the Property being affected by an easement for support or not having the benefit of an easement for support;
- (e) any change in the Property due to fair wear and tear before Settlement;
- (f) a promise, representation or statement about this contract, the Property or the title, not set out or referred to in this contract;
- (g) a condition, exception, reservation or restriction in a Crown grant;
- (h) the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- (i) any easement or restriction on use or any positive covenant the existence of which is disclosed in this contract or any non-compliance with the easement or restriction on use or any positive covenant;
- (j) anything the existence of which is disclosed in this contract (except a caveat, charge, mortgage or writ);
- (k) there are any defects whether latent or patent in the Land;
- (l) the physical condition of the Land (including without limitation the airspace above the Land, the soil, groundwater and sub-strata) which:
 - (i) may make the Property unsuitable or unfit for any use or development; or
 - (ii) may make the Property, the owner or any occupier liable for any compensation, order, notice, penalty, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation, fine or requirement under any law, regulation or ordinance for the content or presence of any Contaminant in the airspace above the Land, the soil, groundwater or sub-strata; or
- (m) any claim, grant, order or declaration for native title, land rights or heritage protection whether at common law, under the *Native Title Act 1993 (Cth)*, *Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Cth)*, *Aboriginal Heritage Act 2006 (Vic)*; *Aboriginal Lands Act 1970*, *Aboriginal Lands Act 1991 (Vic)*, *Traditional Owner Settlement Act 2010 (Vic)* or otherwise.

15 Services

- 15.1 The Purchaser takes title subject to and is not entitled to rescind, terminate or delay settlement of this contract, nor to object, requisition or make any Claim in respect of or arising out of any of the following matters:

- (a) the nature, location, non-availability or availability of any of the Services and the existing rights to use them and any system, apparatus, appliance or infrastructure in place at the Property (including pipes, cables and wires) in relation to the supply or provision of the Services;
- (b) the future availability and timing of any installation of any Services where those Services are currently not available to the Property;
- (c) the existence of any defects in any Services (including pipes, cables and wires) where available to the Property;
- (d) the terms, existence or non-existence of any easements, privileges or rights (whether statutory or otherwise) in respect of those Services affecting or benefiting the Property or in respect of any entitlement to use those Services;
- (e) the presence of any sewer, manhole or vent on the Property;
- (f) any water or sewerage main or any underground or surface storm water drain or any gas or electric light or other installations or services passing through, over or under the Property;
- (g) any connections made through any other Property including where no rights or easements for such installations or Services exist;
- (h) any rights or easements not able to be obtained;
- (i) the existence of any statutory easement for any of the Services; or
- (j) a request by the Purchaser that any contractual arrangement relating to the Services be terminated or amended.

16 Compliance with legislation

- 16.1 The Purchaser must comply with all laws made or notices or orders issued on or from the Day of Sale for the Property or the use of the Property by any Authority.
- 16.2 The Vendor will promptly deliver to the Purchaser any notices or orders which the Vendor receives after the Day of Sale.

17 Interest for late settlement

- 17.1 If the balance or any part of the price is not paid by the Purchaser to the Vendor on or before the Settlement Date without the Vendor's default, it is an essential condition of this contract that the Purchaser pay to the Vendor on settlement, (in addition to the other moneys payable under this contract) interest in accordance with Special Condition 17.2.
- 17.2 Interest will be payable on the balance of the price and any other amount payable by the Purchaser to the Vendor under this contract, at the Specified Rate on a daily basis from the day immediately after the Settlement Date up to and including the date of settlement.

18 Insolvency

- 18.1 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:

- (a) being a corporation under the *Corporations Act 2001* prior to Settlement of this contract:
- (i) has its members resolve that it go into liquidation;
 - (ii) has an application for its winding up made and such application is not withdrawn, struck out or otherwise determined in its favour within 28 days of the application being made or by the Settlement Date, whichever is the earlier;
 - (iii) has a provisional liquidator or liquidator appointed;
 - (iv) enters into any scheme or arrangement with its creditors under the *Corporations Act 2001*;
 - (v) has a receiver, receiver and 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;
 - (vi) has an inspector appointed under the provisions of the *Corporations Act 2001*;
 - (vii) 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;
 - (viii) is being taken under s 459F(1) of the *Corporations Act 2001* to have failed to comply with a creditor's statutory demand for payment of debt;
 - (ix) is unable to pay its debts or is otherwise insolvent;
 - (x) the Purchaser ceases (or threatens to cease) to carry on all or a material part of its business;
 - (xi) the Purchaser takes any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or
 - (xii) any analogous event,
- unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation that has been approved in writing by the Vendor;
- (b) being a body corporate under the laws of any foreign jurisdiction, has an event similar to any of the events described in Special Condition 18.1(a)(i) - (a)(xi) inclusive occur in respect of it under the laws of such foreign jurisdiction,

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 including, the right to terminate this contract.

19 Incapacity

- 19.1 If a party 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 the contract in accordance with its terms, then the

other party may by notice in writing to the affected party or its representative rescind this contract by serving notice of rescission before Settlement.

20 Inclusions

- 20.1 The Vendor acknowledges that the Inclusions are included in the sale are free from any encumbrance.
- 20.2 The Purchaser acknowledges that it has satisfied itself as to the nature and extent of the Inclusions and acknowledges that the Purchaser is not entitled to rescind, terminate or delay settlement of this contract, nor to object, requisition or make any Claim by reason of any matter, fact or thing relating to the nature, ownership or existence of the Inclusions.
- 20.3 Except for the Exclusions the Purchaser acknowledges and agrees that this sale is made on a "walk-in/walk-out" basis and that in particular the Purchaser must not require the Vendor to remove any item of plant or equipment or any fittings or fixtures from the Property nor alter, renovate or repair in any way whatsoever the improvements erected on the Property.
- 20.4 Subject to Special Condition 20.5 and to the extent permitted by law the parties exclude from this contract any implied or statutory warranties relating to the sale of the Inclusions which apply under any legislation including the *Australian Consumer Law and Fair Trading Act 2012* (Vic) and the *Competition and Consumer Act 2010* (Cth).
- 20.5 Certain law, including the *Australian Consumer Law* and the *Fair Trading Act 2012* (Vic) and the *Competition and Consumer Act 2010* (Cth), may imply warranties or conditions or impose obligations upon the Vendor relating to the sale of the Inclusions which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. This contract must be read subject to any such statutory provisions.
- 20.6 The Vendor is not to be responsible for any damage, loss or breakdown however arising from reasonable wear and tear in respect of any Inclusions occurring after the Day of Sale and the Purchaser must accept any Inclusions forming part of the Property in their condition at the Settlement Date provided that:
- (a) the Vendor will not permit any Inclusions to deteriorate or fall into a state of disrepair other than as a consequence of reasonable wear and tear; and
 - (b) the Vendor will not be required to replace any Inclusion between the Day of Sale and settlement.
- 20.7 The Vendor will not give formal delivery of the Inclusions but will leave the Inclusions at the Property on settlement.
-

21 Exclusions

- 21.1 The Purchaser acknowledges that the Exclusions are excluded from the sale.
- 21.2 The Purchaser acknowledges that it has satisfied itself as to the nature and extent of the Exclusions and acknowledges that the Purchaser is not entitled to rescind, terminate or delay settlement of this contract, nor to object, requisition or make any Claim by reason of any matter, fact or thing relating to the nature, ownership or existence of the Exclusions.

22 Confidentiality

- 22.1 From the Day of Sale to the settlement date, the Vendor and the Purchaser will keep and cause all persons employed by and associated with them to keep confidential:
- (a) all information exchanged between them during the negotiations preceding this contract;
 - (b) all information exchanged between them under this contract; and
 - (c) the terms of this contract.
- 22.2 Despite the terms of Special Condition 22.1 the Vendor and the Purchaser may make such disclosures in relation to the information referred to in Special Condition 22.1 and this contract:
- (a) to employees, legal advisers, financial advisers, auditors and other consultants of the relevant party or its related bodies corporate requiring the information for the purposes of this contract;
 - (b) with the consent of the relevant party who supplied the information;
 - (c) if the information is, at the date this contract is entered into, lawfully in the possession of the recipient of the information through sources other than the party who supplied the information;
 - (d) if required by law or a stock exchange;
 - (e) if strictly and necessarily required in connection with legal proceedings relating to this contract; or
 - (f) if the information is generally and publicly available other than as a result of breach of confidence by the person receiving the information.
- 22.3 A party disclosing information under Special Condition 22.1 or 22.2 must use all reasonable endeavours to ensure that persons receiving confidential information from it do not disclose the information except in the circumstances permitted in Special Condition 22.2.

23 Environmental Condition

No Warranties

- 23.1 The Purchaser accepts the condition of the Property including, without limitation, the presence of any Contaminant in, on, under or emanating from the Property.
- 23.2 The Purchaser acknowledges that the Vendor makes no representation or warranty about compliance of the Property with Environmental Law.
- 23.3 The Purchaser cannot make any requisition, objection, Claim or claim for compensation, delay payment of the Balance or otherwise rescind or terminate this contract because:
- (a) of the use, presence or escape of any Contaminant on or from the Property; or
 - (b) the physical condition of the Property (including the soil, groundwater and sub-surface or any contamination of them):
 - (i) renders the Property unsuitable or unfit for any use or development; or

- (ii) renders the Property, the Vendor, the Purchaser, the owner, or the occupier liable for any Claim or requirement imposed by any person, competent body or Authority or under any legislation whether now or at any time in the future.

Liability for environmental condition

- 23.4 From the Day of Sale, the Purchaser will assume all liability and responsibility for any Contaminant or Substance in, on, under or emanating from the Property or any process or facility undertaken on the Property at any time whether before or after the Day of Sale and the Purchaser will be liable for and releases the Vendor from all liability and indemnifies the Vendor against:
- (a) any Claim relating to the use, presence, removal, containment, treatment, storage, disposal or escape of or effect on human health of any Contaminant or Substance on or from the Property; or
 - (b) any requirement imposed by any Authority or legislation:
 - (i) relating to the use, presence or escape of any Contaminant or Substance on or from the Property, or
 - (ii) requiring the remediation of the Property; or
 - (iii) requiring the removal, containment or treatment of any Contaminant or Substance from the Property; or
 - (iv) requiring any works or treatment or activity to be carried out on the Property.
- 23.5 This Special Condition will not merge on settlement of this contract and each indemnity given continues after settlement. The Vendor can enforce any indemnity before incurring any cost or expense.

24 Stamp duty

- 24.1 The Vendor makes no warranty about the stamp duty payable on the transfer of land or the availability of any building allowances or depreciation under the *Income Tax Assessment Act 1997* (Cth) or otherwise.
- 24.2 The Purchaser acknowledges that:
- (a) the Purchaser has made its own independent enquiries on all stamp duty and depreciation matters and does not rely on anything stated by or on behalf of the Vendor; and
 - (b) the Purchaser is liable for all stamp duty payable on the transfer of land.
- 24.3 The Purchaser indemnifies the Vendor against all liabilities, claims, proceedings or penalties relating to any stamp duty payable concerning this contract, any transfer of land or any other matter under this Special Condition.
- 24.4 The Purchaser acknowledges that the Inclusions sold with the Property are subject to duty under the provisions of section 10(1) of the *Duties Act 2000* (Vic).

25 Purchaser buying in unequal shares

- 25.1 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.

- 25.2 If the proportions recorded in the transfer of land document are different from those stated in this contract, the Purchaser must pay any additional stamp duty which is assessed as a result.
- 25.3 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 proportions stated in this contract or the transfer of land document.
-

26 Vendor's costs and other charges

- 26.1 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 fees, taxes and charges which are payable under this contract or the transfer of land or any payment, receipt or other transaction contemplated by this contract.
- 26.2 The Purchaser acknowledges that Default Interest accrues on the amounts set out in Special Condition 26.1.
-

27 Nomination of substitute or additional Purchaser

- 27.1 If the Purchaser nominates a substitute or additional Purchaser pursuant to General Condition 18 the following applies:
- (a) the Purchaser is to provide to the Vendor the following no later than 21 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 not listed on a recognised stock exchange; and
 - (iii) a copy of the statutory declaration executed by the nominee for stamp duty purposes;
 - (b) any Guarantors remain personally liable for the performance of all of the Purchaser's obligations under this contract;
 - (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.
- 27.2 The Purchaser and the nominee must fully and truthfully disclose the circumstances of the nomination to the State Revenue Office. 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 or referable to the *Duties Act 2000* (Vic) relating to this contract and/or any substitute contract and/or the instrument of transfer or conveyance of the Property.

28 Sale by Mortgagee

- 28.1 The Vendor sells the Property as mortgagee pursuant to the Vendor's Mortgage and pursuant to the provisions of section 77(1) of the TLA. The Vendor exercises the power of sale in the Vendor's Mortgage and pursuant to the provisions of section 77(1) of the TLA.
- 28.2 The Purchaser is not entitled to rescind, terminate or delay settlement, nor to object, requisition or make a Claim because of the Vendor's exercise of its power of sale under the Vendor's Mortgage and the TLA.

29 Caveats lodged after Day of Sale

- 29.1 This Special Condition applies to all caveats lodged on the title to the Property prior to the Settlement Date but after the earlier of:
- (a) the Day of Sale;
 - (b) execution of the Vendor's Statement by the Vendor; and
 - (c) the date that the title search of the Land contained in the Vendor's Statement was carried out.
- 29.2 The Vendor will, at its own expense, use reasonable endeavours to procure, prior to the Settlement Date, the withdrawal or removal of all caveats (if any) lodged on the title to the Property as referred to in Special Condition 29.1.
- 29.3 If the Vendor is unable to procure the withdrawal or removal of any caveat lodged on the title to the Property as referred to in Special Condition 29.1 prior to the Settlement Date, the Purchaser must not take any steps to rescind or terminate this contract for a period of 6 months from the Settlement Date and the Purchaser agrees to extend the Settlement Date for a period of 6 months (**Deferred Settlement Date**) to allow the Vendor to seek to procure the withdrawal or removal of any caveat lodged on the title to the Property as referred to in Special Condition 29.1.
- 29.4 If the Vendor is unable to procure the withdrawal or removal of any caveats lodged on the title to the Property as referred to in Special Condition 29.1 prior to the expiration of the Deferred Settlement Date, the Purchaser or the Vendor may, at any time after the expiration of the Deferred Settlement Date, rescind or terminate this contract.
- 29.5 If this contract is rescinded under or pursuant to Special Condition 29.4, all monies paid by the Purchaser to the Vendor under or pursuant to this contract will be repaid (less any taxes and duties) and neither party is entitled to make any Claim or to claim compensation or damages from the other party.

30 Contract fair and reasonable

- 30.1 The Vendor advises and the Purchaser acknowledges that:
- (a) the terms of this contract are negotiable; and
 - (b) the Purchaser should review this contract and raise any issues of concern with the Vendor.
- 30.2 The parties acknowledge that the terms in this contract are reasonably necessary to protect the legitimate interests of the Vendor.

- 30.3 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.
-

31 No warranty or actions

- 31.1 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.
-

32 Indirect or consequential loss

- 32.1 To the maximum extent permitted by law, the Vendor shall not 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 or statute, under indemnity, in equity or otherwise.
-

33 Vendor may rescind if certain proceedings commenced

- 33.1 If any legal proceedings are commenced to restrain or set aside the sale of the Property or the Vendor is restrained or prevented from completing this contract by court order (interim or final), caveat or otherwise (**Proceedings**), the Vendor may:
- (a) rescind this contract by notice in writing to the Purchaser within thirty (30) days of the Vendor first being served with the process originating in the Proceedings; or
 - (b) by written notice in writing to the Purchaser served at any time prior to the Settlement Date, extend the Settlement Date for a period of up to nine (9) calendar months (**Extended Settlement Date**) to enable the Vendor (to the extent that the Vendor is able) to use its reasonable endeavours to resolve any Proceedings or remove or set aside any court order (interim or final), caveat or other restraint, so that the Vendor will be able to complete this contract by the Extended Settlement Date.
- 33.2 If the Vendor gives a notice in accordance with Special Condition 33.1(b) of this contract:
- (a) the Purchaser acknowledges and agrees that the Vendor makes no representation and gives no undertaking that the Vendor will be able to resolve the Proceedings or remove or set aside any court order (interim or final), caveat or other restraint by the Extended Settlement Date; and
 - (b) if the Vendor believes that it will be unable to resolve the Proceedings or have the court order (interim or final), caveat or other restraint removed or set aside prior to the expiration of the Extended Settlement Date to enable the Vendor to complete this contract by the Extended Settlement Date, the Vendor may (in its absolute discretion) terminate or rescind this contract by way of notice in writing to the Purchaser served at any time prior to the expiration of the Extended Settlement Date.
 - (c) If this contract is terminated or rescinded under or pursuant to Special Condition 33.1(b), all monies paid by the Purchaser to the Vendor under or pursuant to this contract will be repaid (less any taxes and duties) and the Purchaser must not make any Claim or to claim compensation or damages from the Vendor.

34 Limitation of Liability

34.1 In this Special Condition unless the context otherwise requires:

Trust means the T2 Trust (ABN 53 804 432 361).

34.2 Subject to clause 34.2(c), the limitation of the Vendor's liability in this Special Condition 34 applies despite any other provision of this Contract of Sale and extends to all liabilities and obligations of the Vendor in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Contract of Sale. Despite any other provision in this Contract of Sale:

- (a) The Vendor enters into this Contract of Sale only in its capacity as trustee of the Trust and in no other capacity. A liability of the Vendor arising under or in connection with this Contract of Sale can be enforced only to the extent:
 - (i) of rights of the Vendor against the assets of the Trust; and
 - (ii) otherwise to which the Vendor is entitled to be and is in fact indemnified for that liability out of the assets of the Trust.
- (b) The Purchaser may not sue the Vendor personally or seek the appointment of a liquidator, receiver or similar person to the Vendor or prove in any liquidation, administration or arrangement of or affecting the Vendor.
- (c) The provisions of this Special Condition 34 shall not apply to any obligation or liability of the Vendor to the extent that it is not satisfied out of the assets of the Trust, or there is a reduction in the extent of the Vendor's indemnification out of the assets of the Trust, which in either case is a result of the Vendor's fraud, gross negligence or breach of trust where such fraud, gross negligence or breach of trust was not caused or contributed by any other person including the attorney, agent or such other person appointed by the Vendor.
- (d) The Purchaser acknowledges that the Vendor incurs the obligations under this Special Condition 37 solely in its capacity as trustee of the Trust and that the Vendor will cease to have any obligation under this Contract of Sale if the Vendor ceases for any reason to be the trustee of the Trust.
- (e) The Purchaser further acknowledges and agrees that no attorney, agent or such other person appointed by the Vendor has authority to act on behalf of the Vendor in such manner as to expose the Vendor to any personal liability.
- (f) The parties acknowledge and agree that, despite any other Special Condition of this Contract of Sale, the Vendor is not obliged to execute any document, or take or refrain from taking any action under this Contract of Sale, or exercise or refrain from exercising any power under this Contract of Sale unless its liability is limited in the manner set out in this Special Condition 34.

35 Land Tax Charge

35.1 The Purchaser acknowledges that the Property is encumbered by the Land Tax Charges which will be discharged by the Vendor prior to Settlement.

35.2 The Vendor reserves the right to exercise, maintain or abandon all rights to dispute any assessment of land tax, rates and relevant valuations. If the Vendor pays any disputed land tax or rates under protest, the Vendor reserves the right to maintain the dispute.

- 35.3 The Purchaser cannot make any requisition, objection, Claim or claim for compensation, delay payment of the Residue, rescind or terminate this contract because of any matter contained in this Special Condition.
-

36 FIRB Act

- 36.1 The Purchaser warrants that:
- (a) it is not a foreign person within the meaning of the FIRB Act; or
 - (b) it is a foreign person within the meaning of the FIRB Act and the Treasurer of the Commonwealth of Australia has advised in writing before the Settlement Date that the Treasurer has no objection to the acquisition of the Property by the Purchaser.
- 36.2 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.
-

37 Liability of Signatory

- 37.1 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.
- 37.2 If a person executes 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 or misleading, acknowledges and agrees that they will be personally liable for the performance of the Purchaser's obligations.
-

38 Guarantee and Indemnity

- 38.1 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 the Day of Sale.

39 Owners Corporation

- 39.1 The Property is sold subject to:-
- (a) all reservations, exceptions and conditions included in the certificates of title of the Property;
 - (b) all easements and caveats affecting the Property in the Plan;

- (c) the *Subdivision Act* 1988 or any amending legislation and any regulations made under it;
- (d) the rules of the Owners Corporation;
- (e) the schedule of unit entitlement and liability in the Plan; and
- (f) any restriction about use made by any Authority authorised to control the use of the Property in the Plan or in any Planning Scheme. Any restriction about use is not a defect in the Vendor's title nor does it affect the validity of this contract and the Purchaser cannot make any requisition, objection, Claim, claim for compensation, or delay payment of the Residue for compliance or non-compliance with any restriction about use.

39.2 The Purchaser acknowledges that the Property is sold subject to the Act and to levies imposed under section 23 of the *Owners Corporation Act 2006 (Vic)* for recovery of general administration, maintenance, insurance, rates and taxes and other recurrent obligations of the Owners Corporation which must be adjusted between the Vendor and Purchaser in accordance with this Contract.

40 Stamp duty contribution

40.1 Notwithstanding any other condition of this Contract, the Vendor agrees to pay any stamp duty over and above \$5,000 which may be assessed or payable on the transfer of land for this Property to the Purchaser by way of an adjustment at Settlement. The Purchaser shall otherwise be liable for the stamp duty assessed up to an amount of \$5,000.

41 Refurbishments Works

41.1 The Purchaser warrants that it has inspected the Interior Finishes & Fittings Specifications annexed to Schedule 2 of this contract and is satisfied with their content.

41.2 The Vendor agrees to carry out and complete the Refurbishment Works to the Property at its cost prior to Settlement.

41.3 The Vendor and Purchaser agree that Settlement is conditional on completion of the Refurbishment Works.

41.4 The Purchaser acknowledges that the Vendor's determination as to when the Refurbishment Works are complete is final and binding and completion of the Refurbishment Works is deemed to have occurred when the Property is fit for use except for any minor omissions and defects the immediate making of good of which is not essential to enable the Property to be occupied.

41.5 If the Refurbishment Works are not completed by the Settlement Date, the Vendor and Purchaser agree that Settlement will occur 5 Business Days after the Purchaser receives written notice from the Vendor that the Refurbishment Works have been completed.

41.6 If there is a dispute regarding completion of the Refurbishment Works this will be determined by the Vendor's builder, acting independently with any costs to be shared.

41.7 The Vendor may substitute any of the various finishes without need to notify or obtain the Purchaser's consent provided that the substituted items are of equivalent quality and finish.

Schedule 1

Guarantee and Indemnity

By

(Guarantor)

in favour of Salrest No 2 Pty Limited (ACN 112 995 178) as trustee for the T2 Trust (ABN 53 804 432 361) as mortgage in possession exercising power of sale under registered Mortgage No. AD103846U (**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 observance or the performance of any term or condition of the contract.
- 1.1 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.
- 1.2 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.
- 1.2 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.
- 1.3 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.
- 1.4 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; or
 - (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) signed by the party or, where the sender is a company, by a duly authorised officer 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 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 prepaid 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 (recipient's local time) on a Business Day, the notice will be considered to have been received by the recipient at 9.00 am (recipient's local time) 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 _____ 2015

Signed by

in the presence of:

Signature of witness

Signature of Guarantor

Name of witness (please print)

Schedule 2

Interior Finishes & Fittings Specifications

Specifications

Interior Finishes & Fittings Specification

Residential Apartments

Bathroom Finishes

Floor Tile	Ceramic Tile
Wall Tile	Ceramic Tile
Skirting	Tiled skirting to match floor
Wall Finish	Acrylic Paint
Ceiling Finish	Acrylic Paint

Bathroom Fittings

Toilet Suite	White Porcelain
Basin	Integrated vanity
Basin Tapset	Chrome mixer
Shower Tapset	Chrome mixer
Shower Rose	Chrome shower rose
Bathroom Accessories	Chrome- Towel Rail, Toilet Roll Holder & Soap Dish

Kitchen Finishes

Kitchen Floor	Ceramic Tile
Joinery Doors	Polyurethane gloss finish
Kickboard	Selected laminate
Splashback	Ceramic Tile
Benchtop	Reconstituted stone
Wall Finish	Acrylic Paint
Ceiling Finish	Acrylic Paint

Kitchen Finishes

Oven	Miele stainless steel finish
Cooktop	Miele stainless steel finish gas hotplate
Rangehood	Miele stainless Steel finish
Kitchen Sink	Single bowl stainless steel
Kitchen Mixer	Chrome Sink Mixer
Dishwasher	Miele stainless Steel Fronted
Wall Finish	Acrylic Paint
Ceiling Finish	Acrylic Paint

Living Area Finishes

Carpet	Wool Blend
Skirting	Painted timber skirting
Wall Finish	Acrylic paint
Ceiling Finish	Acrylic paint
Cornice	Square set cornices

Bedroom

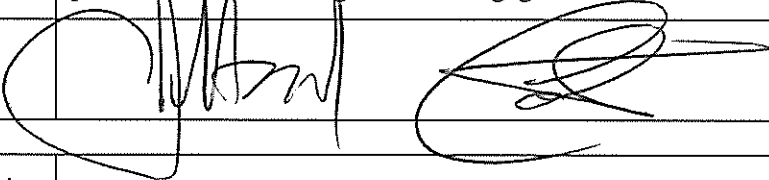
Wardrobe	Fixed shelf with hanging rail & painted timber doors
Wall Finish	Acrylic Paint
Ceiling Finishes	Acrylic Paint

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	Unit 61, 285 City Road, Southbank Victoria 3006	
+ Vendor's Name	Salrest No 2 Pty Limited as trustee for the T2 Trust (ABN 53 804 432 361) as mortgage in possession exercising power of sale under registered Mortgage No. AD103846U	Date: 22/5/15
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):

(a) Are contained in the attached certificates and their amounts are as follows:

Authority	Amount	Arrears & Interest (if any)
City of Melbourne	\$1,172.32 p.a.	Nil
South East Water	\$651.42 p.a.	Nil
State Revenue Office	\$0.00 p.a.	\$1,542.37
Owners Corporation	\$3,231.16 p.a.	Nil

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount under the charge:

\$1,542.37	to	State Revenue Office
------------	----	----------------------

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):

Is in the attached copies of title documents.

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

(a) Attached is a certificate with the required specified information.

(b) The required specified information 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	Part Design and Development Overlay - Schedule 3 - Traffic Conflict Frontage; Part Design and Development Overlay - Schedule 1 (Area 3); Design and Development Overlay - Schedule 60 (Area 3); 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:

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.

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):

As contained in the attached certificate.

5. OWNERS CORPORATIONS

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

Attached is a current owners corporation certificate with its required accompanying

documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.

6. SERVICES

Information concerning the supply of the following services -

Service	Status	Name of Authority (if service is connected)
Electricity supply	Connected	Purchaser's election
Gas supply	Connected	Purchaser's election
Water supply	Connected	South East Water
Sewerage	Connected	South East Water
Telephone services	Connected	Purchaser's election

The Purchaser will be responsible for any 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. DUE DILIGENCE CHECKLIST

8.1 Attached is a copy of the Consumer Affairs Victoria Due diligence checklist.

9. ATTACHMENTS

9.1 Title Search for Certificate of Title Volume 10939 Folio 219 dated 20 May 2015;

9.2 Plan of Subdivision PS514192X;

9.3 Statutory Charge AG832284T;

9.4 Mortgage of Land AD103846U;

9.5 Transfer of Mortgage AF241127P;

9.6 Transfer of Mortgage AG182883Q;

9.7 Transfer of Mortgage AJ845902U;

9.8 Standard Mortgage Provisions No. AA771;

9.9 Demand and Notice to Pay under AD103846U dated 24 April 2013;

9.10 Caveat AD691194C;

9.11 Caveat AE337893U;

- 9.12** Caveat AE350597Y;
- 9.13** Caveat AE361617J;
- 9.14** Caveat AE396052L;
- 9.15** Section 173 Agreement AD056073K;
- 9.16** Planning Certificate dated 20 May 2015;
- 9.17** Designated Bushfire Prone Area Certificate dated 20 May 2015;
- 9.18** Roads Certificate dated 20 May 2015;
- 9.19** Building Regulations Certificates 1 & 2 dated 20 May 2015;
- 9.20** Council Land Information Certificate - council charges including fire levy dated 20 May 2015;
- 9.21** Water Certificate - Parks, Drainage and Service fee charges dated 20 May 2015;
- 9.22** State Revenue Office - Land Tax Certificate dated 30 May 2015;
- 9.23** Owners Corporation Certificate dated 22 May 2015;
- 9.24** Environmental Protection Authority Certificate dated 20 May 2015;
- 9.25** PPSR search results dated 22 May 2015; and
- 9.26** Copy of Consumer Affairs Victoria Due Diligence Checklist.

Register Search Statement - Volume 10939 Folio 219

Copyright State of Victoria. This publication is copyright.
No part may be reproduced by any process except in accordance with
the provisions of the Copyright Act and for the purposes of Section
32 of the Sale of Land Act 1962 or pursuant to a written agreement.
The information is only valid at the time and in the form obtained
from the LANDATA REGD TM System. The State of Victoria accepts no
responsibility for any subsequent release, publication or reproduction
of the information.

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

VOLUME 10939 FOLIO 219

Security no : 124055285822T
Produced 20/05/2015 11:57 am

LAND DESCRIPTION

Lot 61 on Plan of Subdivision 514192X.
PARENT TITLE Volume 08202 Folio 506
Created by instrument PS514192X 01/05/2006

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DOMINION LIFESTYLE TOWER APARTMENTS PTY LTD of 53 LONGWOOD DRIVE EPPING VIC
3076
PS514192X 01/05/2006

ENCUMBRANCES, CAVEATS AND NOTICES

STATUTORY CHARGE Section 96(1) Land Tax Act 2005
AG832284T 26/10/2009

MORTGAGE AD103846U 09/09/2004
SALREST NO.2 PTY LTD
TRANSFER OF MORTGAGE AF241127P 31/07/2007
TRANSFER OF MORTGAGE AG182883Q 07/11/2008
TRANSFER OF MORTGAGE AJ845902U 09/08/2012

MORTGAGE AD718030R 30/06/2005
GUARDIAN MORTGAGES PTY LTD

CAVEAT AD691194C 20/06/2005
Caveator
GUARDIAN MORTGAGES PTY LTD
Capacity MORTGAGEE
Date of Claim 08/06/2005
Lodged by
HOME WILKINSON & LOWRY
Notices to
HOME WILKINSON LOWRY of LEVEL 21 570 BOURKE STREET MELBOURNE VIC 3000

CAVEAT AE337893U 08/05/2006
Caveator
FINCORP INVESTMENTS LTD
Capacity MORTGAGEE
Date of Claim 04/05/2006
Lodged by
GLASS & CO LAWYERS
Notices to
HUNT AND HUNT LAWYERS of LEVEL 26 360 COLLINS STREET MELBOURNE VIC 3000

CAVEAT AE350597Y 12/05/2006
Caveator

UNITED HOTEL GROUP PTY LTD
Capacity CHARGE
Date of Claim 12/05/2006
Lodged by
STATE SECURITIES
Notices to
UNITED HOTEL GROUP PTY LTD of LEVEL 9 171 LATROBE STREET MELBOURNE VIC 3000

CAVEAT AE361617J 18/05/2006
Caveator
GIPPSREAL LTD
Capacity CHARGE
Date of Claim 08/05/2006
Lodged by
OAKLEYS
Notices to
GIPPSREAL LTD of SHOP D 4 PEART STREET LEONGATHA VIC 3953

CAVEAT AE396052L 05/06/2006
Caveator
UNITED HOTEL GROUP PTY LTD
Capacity CHARGE
Date of Claim 02/06/2006
Lodged by
STATE SECURITIES
Notices to
UNITED HOTEL GROUP PTY LTD of LEVEL 9 171 LA TROBE STREET MELBOURNE VIC 3000

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

AGREEMENT Section 173 Planning and Environment Act 1987
AD056073K 18/08/2004

DIAGRAM LOCATION

SEE PS514192X FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER STATUS DATE
AL817189E CHANGE ADDRESS OWNER CORP Registered 16/04/2015

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

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

Street Address: UNIT 61 LEVEL 6 285 CITY ROAD SOUTHBANK VIC 3006

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS514192X

DOCUMENT END

PLAN OF SUBDIVISION	Stage No.	LTO use only	P.S.514192X
		EDITION 1	

Location of Land
 Parish: MELBOURNE SOUTH
 Section: K
 Crown Allotment: 3 (PART)

LTO base record: DCMB
 Title References:
 Vol.8202 Fol.506

Last Plan Reference: Lot 2 on L.P.39585

Postal Address: 285-291 CITY ROAD,
 SOUTHBANK, 3006

MGA Co-ordinates: N 5 811 370
 (Of approx. centre of plan) E 320 360 Zone 55

Council Certification and Endorsement

Council Name: CITY OF MELBOURNE Ref: TP06/71(3232)

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 17/3/06

Re-certified under Section 11(7) of the Subdivision Act 1988.
 Council Delegate
 Council Seal
~~Date / /~~

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
Nil	Nil

Notations

Depth Limitation: Does not apply

Staging This ~~is~~ / is not a staged subdivision.
 Planning Permit No. TP-2006-71

COMMON PROPERTY No.1 IS ALL THE LAND ON THE PLAN EXCEPT THE LAND IN THE LOTS.

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.
 LOCATION OF BOUNDARIES:
 MEDIAN : BOUNDARIES OF LOTS MARKED M
 INTERIOR FACE : BOUNDARIES OF LOTS MARKED F AND THE BOUNDARIES AFFECTED IN DIAGRAMS 1, 2, 3, 4 & 5 ON SHEETS 2, 3, 4, 5 & 6 EXCEPT FOR THOSE PARTS OF LOT 1 IN THESE DIAGRAMS.
 EXTERIOR FACE : THE REMAINING BOUNDARIES AFFECTED.

HATCHING WITHIN A PARCEL INDICATES THAT THE STRUCTURE OF THE RELEVANT WALL, FLOOR OR CEILING IS CONTAINED IN THAT PARCEL.

THE PARTS OF LOTS IN DIAGRAMS 1, 2, 3, 4 & 5 ON SHEETS 2, 3, 4, 5 & 6 HEREIN ARE LIMITED IN HEIGHT TO 2m ABOVE THEIR LOWER BOUNDARY EXCEPT THOSE PARTS OF LOT 1 IN THESE DIAGRAMS (SEE CROSS SECTION Z-2').

ALL INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDING ARE PART OF COMMON PROPERTY No.1. THE POSITION OF THESE DUCTS AND SHAFTS HAS BEEN OMITTED FROM THE DIAGRAMS CONTAINED HEREIN.

Survey:- This plan is / ~~is not~~ based on survey.
 To be completed where applicable.
 This survey has been connected to permanent marks no(s).
 In proclaimed Survey Area no.

LTO use only

Statement of Compliance / Exemption Statement

Received

Date 7/4/06

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement(Road)

SECTION 12(2) APPLIES TO ALL THE LAND IN THIS PLAN.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
A-1	ANY EASEMENTS	SEE PLAN	SEE C.T.Vol.6329 Fol.657	UNSPECIFIED
A-1	CARRIAGEWAY & SEWERAGE	SEE PLAN	L.P.39585	LOT 2 ON L.P.39585 BEING ALL THE LAND IN THIS PLAN

LTO use only

PLAN REGISTERED
 TIME 15:36
 DATE 1/6/06

Helen Lyndon
 Assistant Registrar of Titles

Sheet 1 of 20 Sheets

KEARNEY and TYRRELL SURVEYING PTY. LTD.

LAND SURVEYORS
 PLANNING CONSULTANTS

53 ROSE STREET
 ESSENDON 3040
 TELEPHONE 93314266
 FAX 93314366

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL

SIGNATURE _____ DATE 16 / 1 / 2006

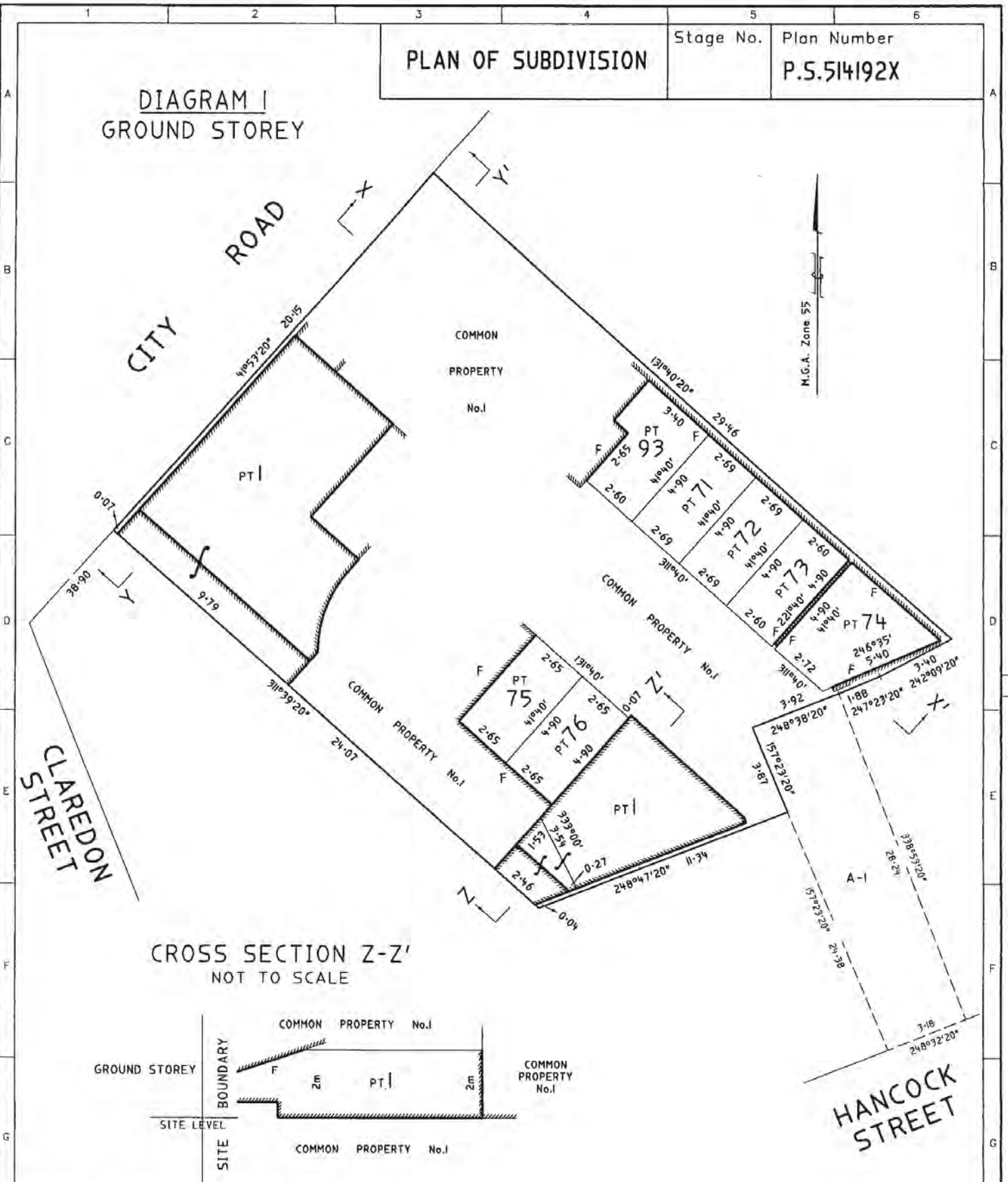
REF 11740 VERSION 3 ZIP - RM

DATE 17/3/06
 COUNCIL DELEGATE SIGNATURE _____

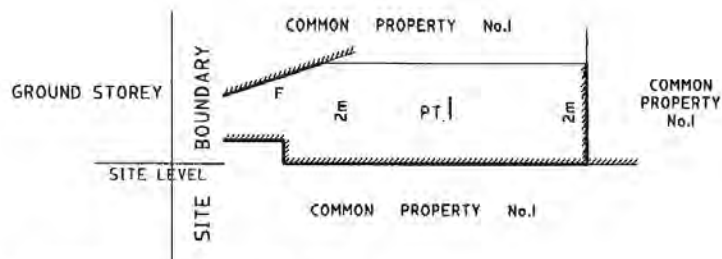
Original sheet size A3

PLAN OF SUBDIVISION Stage No. Plan Number
 P.S.514192X

DIAGRAM I
 GROUND STOREY



CROSS SECTION Z-Z'
 NOT TO SCALE



KEARNEY and TYRRELL SURVEYING PTY. LTD.
 LAND SURVEYORS
 PLANNING CONSULTANTS
 53 ROSE STREET
 ESSENDON 3040
 TELEPHONE 93314266
 FAX 93314366

ORIGINAL SCALE
 SHEET SIZE A3 SCALE 1:150
 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL
 SIGNATURE _____ DATE 16/11/2006
 REF 11740 VERSION 3 ZIP - RM

SHEET 2 OF 20 SHEETS
 DATE 17/3/06
 COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

Stage No.

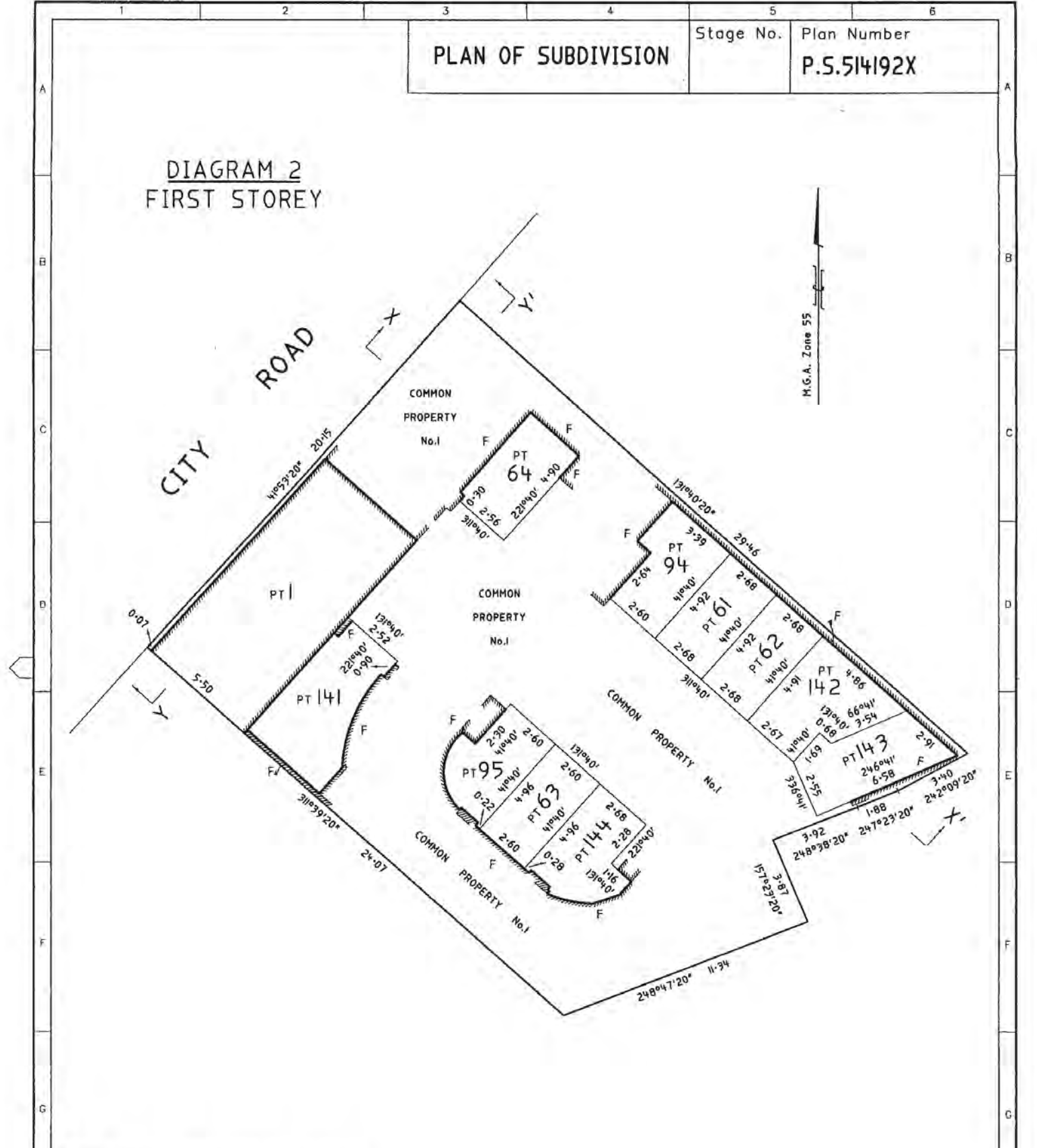
Plan Number

P.S.514192X

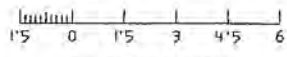
DIAGRAM 2
FIRST STOREY

CITY ROAD

M.G.A. Zone 55



KEARNEY and TYRRELL SURVEYING PTY. LTD.
 LAND SURVEYORS
 PLANNING CONSULTANTS
 53 ROSE STREET
 ESSENDON 3040
 TELEPHONE 93314266
 FAX 93314366

ORIGINAL
 SCALE
 SHEET SIZE A3
 SCALE 1:150

 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL
 SIGNATURE _____ DATE 16/11/2006
 REF 11740 VERSION 3 ZIP - RM

SHEET 3 OF 20 SHEETS

DATE 17/12/06
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No.

Plan Number

P.S.514192X

DIAGRAM 3
SECOND STOREY

CITY ROAD

M.G.A. Zone 55



KEARNEY and TYRRELL SURVEYING PTY. LTD.
 LAND SURVEYORS
 PLANNING CONSULTANTS
 53 ROSE STREET
 ESSENDON 3040
 TELEPHONE 93314266
 FAX 93314766

SHEET 4 OF 20 SHEETS

ORIGINAL SCALE
 SHEET SIZE A3 SCALE 1:150

 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL
 SIGNATURE _____ DATE 16/11/2006
 REF I1740 VERSION 3 ZIP - RM

DATE 11/3/06
 COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION	Stage No.	Plan Number P.5.514192X
----------------------------	-----------	-----------------------------------

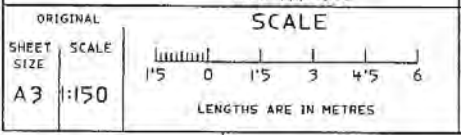
**DIAGRAM 4
THIRD STOREY**

CITY ROAD



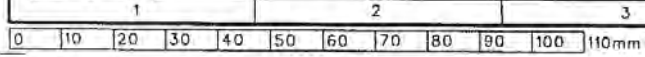
KEARNEY and TYRRELL SURVEYING PTY. LTD.
 LAND SURVEYORS
 PLANNING CONSULTANTS
 53 ROSE STREET
 ESSENDON 3040
 TELEPHONE 93314266
 FAX 93314366

SHEET 5 OF 20 SHEETS



LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL
 SIGNATURE _____ DATE 16/1/2006
 REF 11740 VERSION 3 ZIP - RM

DATE 17/3/06
 COUNCIL DELEGATE SIGNATURE _____



PLAN OF SUBDIVISION

Stage No. Plan Number
P.S.514192X

DIAGRAM 5
FOURTH STOREY

CITY ROAD



KEARNEY and TYRRELL SURVEYING PTY. LTD.
 LAND SURVEYORS
 PLANNING CONSULTANTS
 53 ROSE STREET
 ESSENDON 3040
 TELEPHONE 93314266
 FAX 93314366

ORIGINAL SCALE
 SHEET SIZE A3 1:150
 SCALE
 1' 5 0 1' 5 3 4' 5 6
 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL
 SIGNATURE _____ DATE 16 / 1 / 2006
 REF 11740 VERSION 3 ZIP - RM

SHEET 6 OF 20 SHEETS
 DATE 17 / 3 / 06
 COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

Stage No.

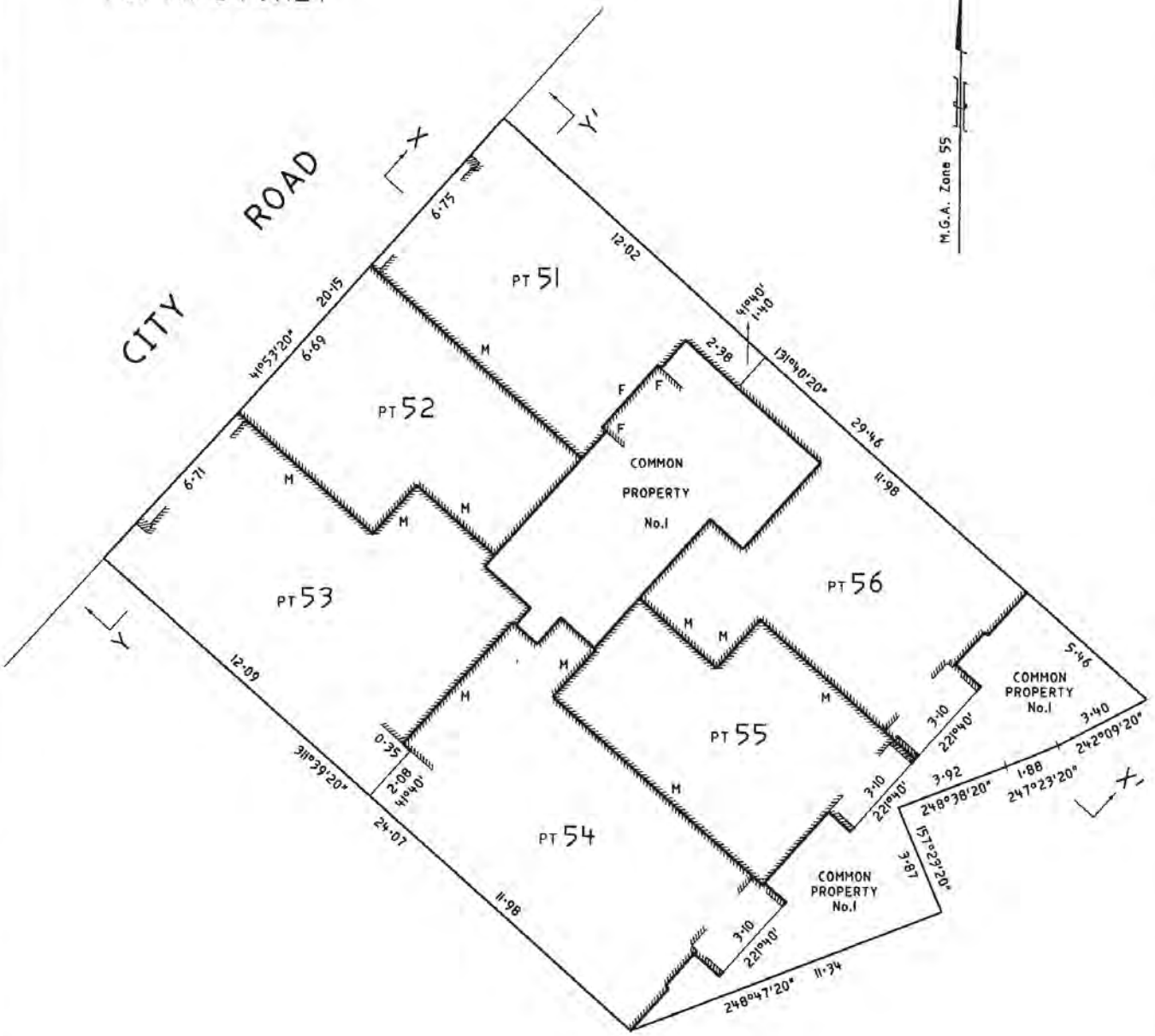
Plan Number

P.S.514192X

DIAGRAM 6
FIFTH STOREY

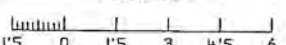
CITY ROAD

M.G.A. Zone 55



KEARNEY and TYRRELL SURVEYING PTY. LTD.
 LAND SURVEYORS
 PLANNING CONSULTANTS
 53 ROSE STREET
 ESSENDON 3040
 TELEPHONE 93314266
 FAX 93314366

SHEET 7 OF 20 SHEETS

ORIGINAL SCALE
 SHEET SIZE A3 SCALE 1:150

 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL
 SIGNATURE _____ DATE 16/11/2006
 REF 11740 VERSION 3 ZIP - RM

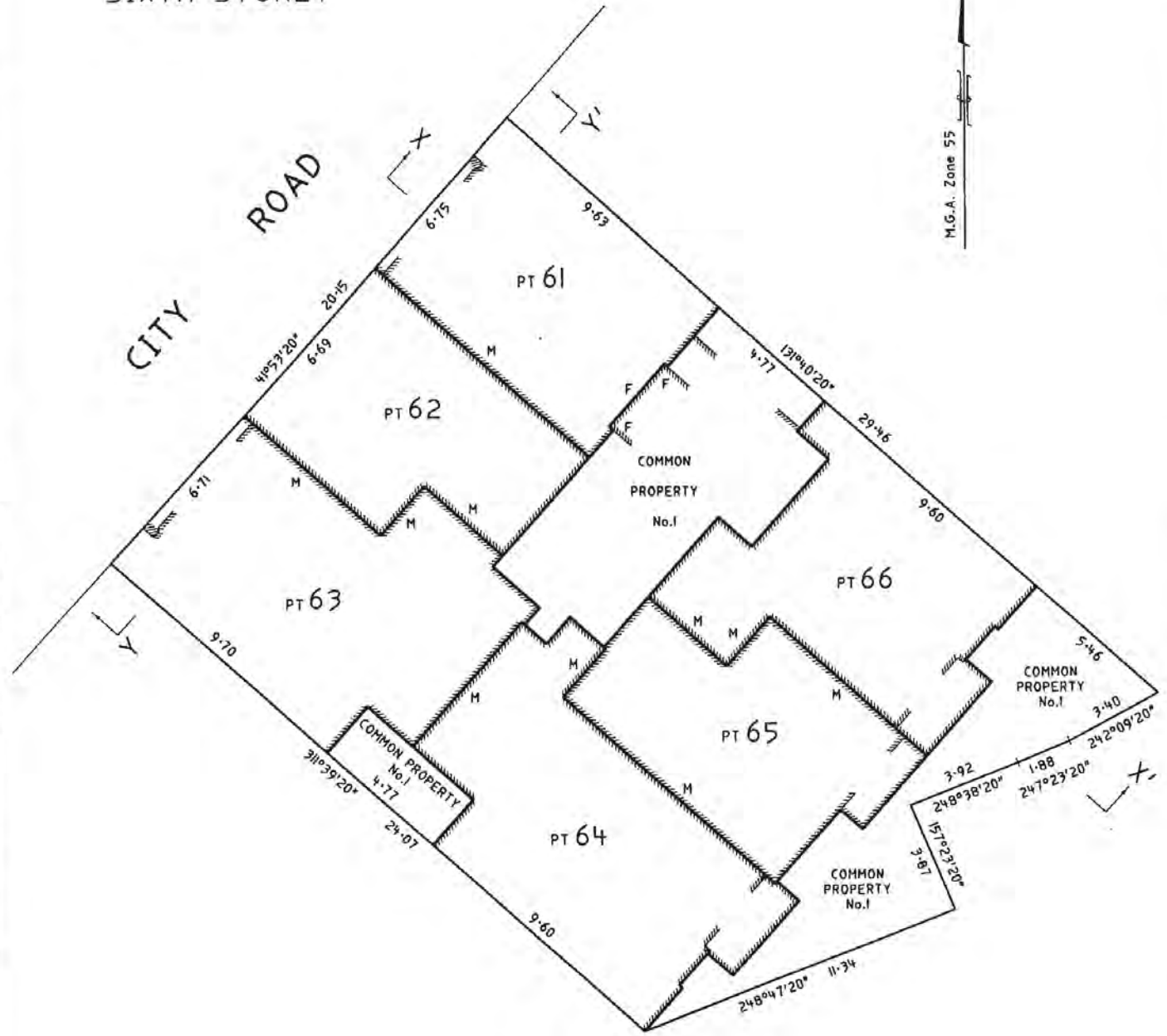
DATE 17/3/06
 COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

Stage No. Plan Number
P.S.514192X

**DIAGRAM 7
SIXTH STOREY**

CITY ROAD



KEARNEY and TYRRELL SURVEYING PTY. LTD.
 LAND SURVEYORS
 PLANNING CONSULTANTS
 53 ROSE STREET
 ESSENDON 3040
 TELEPHONE 93314266
 FAX 93314366

SHEET 8 OF 20 SHEETS

ORIGINAL SCALE

SHEET SIZE A3 SCALE 1:150

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL

SIGNATURE _____ DATE 16 / 1 / 2006

REF 11740 VERSION 3 ZIP - RM

DATE 17/3/06
 COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION	Stage No.	Plan Number
		P.S.514192X

**DIAGRAM 8
SEVENTH STOREY**



KEARNEY and TYRRELL SURVEYING PTY. LTD.
 LAND SURVEYORS
 PLANNING CONSULTANTS
 53 ROSE STREET
 ESSENDON 3040
 TELEPHONE 93314266
 FAX 93314366

SHEET 9 OF 20 SHEETS

ORIGINAL SCALE
 SHEET SIZE A3 SCALE 1:150

 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL
 SIGNATURE _____ DATE 16 / 1 / 2006
 REF 11740 VERSION 3 ZIP - RM

DATE 17 / 3 / 06
 COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION	Stage No.	Plan Number P.5.514192X
----------------------------	-----------	-----------------------------------

**DIAGRAM 9
EIGHTH STOREY**



KEARNEY and TYRRELL SURVEYING PTY. LTD.
 LAND SURVEYORS
 PLANNING CONSULTANTS
 53 ROSE STREET
 ESSENDON 3040
 TELEPHONE 93314266
 FAX 93314366

ORIGINAL SCALE
 SHEET SIZE A3 SCALE 1:150

 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL
 SIGNATURE _____ DATE 16 / 11 / 2006
 REF 11740 VERSION 3 ZIP - RM

SHEET 10 OF 20 SHEETS
 DATE 17 / 3 / 06
 COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

Stage No.

Plan Number

P.S.514192X

DIAGRAM 10
NINTH STOREY

CITY ROAD



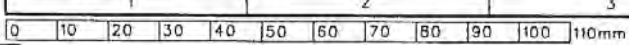
KEARNEY and TYRRELL SURVEYING PTY. LTD.
LAND SURVEYORS
PLANNING CONSULTANTS
53 ROSE STREET
ESSENDON 3040
TELEPHONE 93314266
FAX 93314366

SHEET 11 OF 20 SHEETS

ORIGINAL SCALE
SHEET SIZE A3 SCALE 1:150
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL
SIGNATURE _____ DATE 16 / 1 / 2006
REF H740 VERSION 3 ZIP - RM

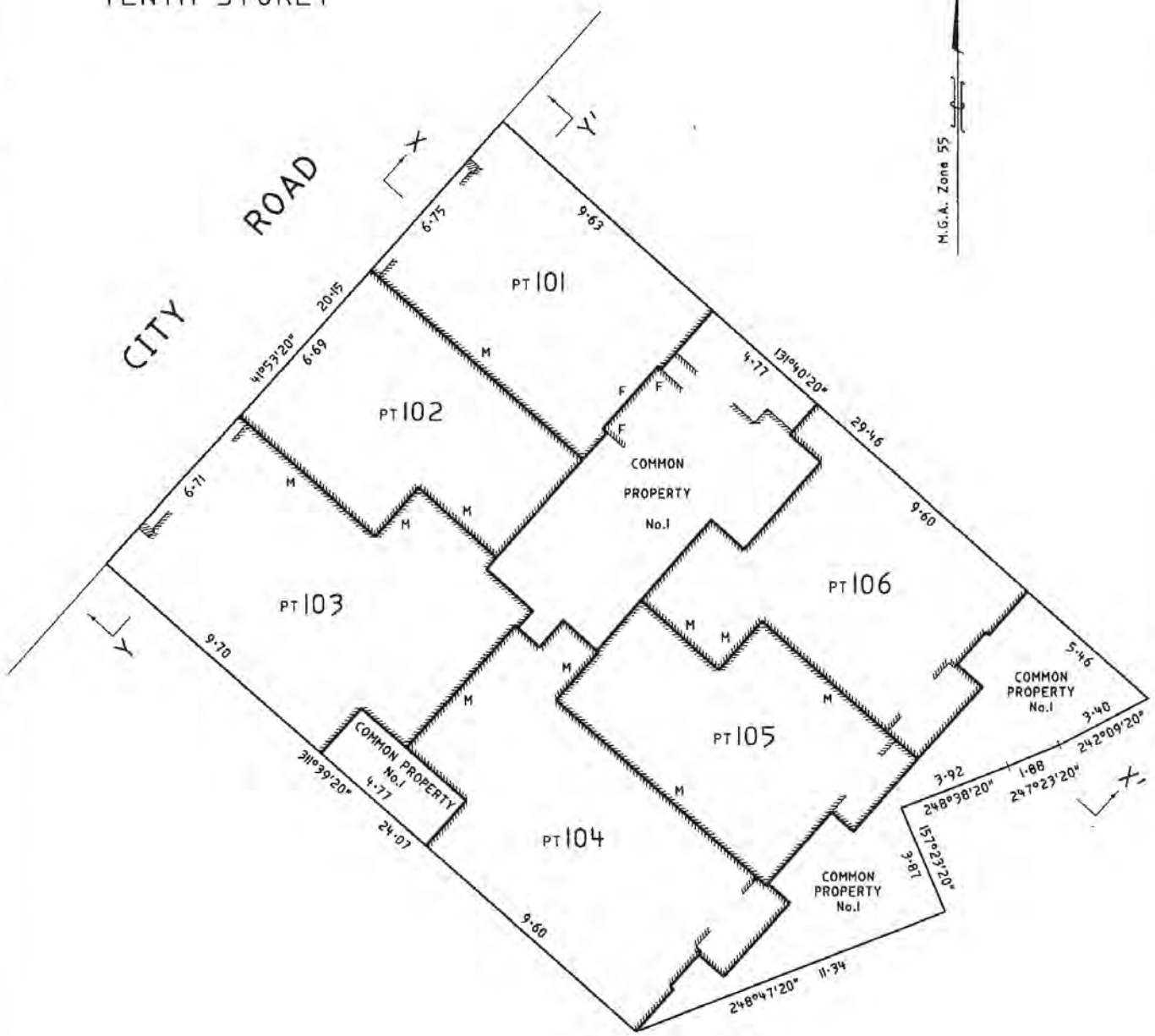
DATE 17.13.106
COUNCIL DELEGATE SIGNATURE



PLAN OF SUBDIVISION	Stage No.	Plan Number
		P.S.514192X

DIAGRAM II
TENTH STOREY

CITY ROAD



KEARNEY and TYRRELL SURVEYING PTY. LTD.
 LAND SURVEYORS
 PLANNING CONSULTANTS
 53 ROSE STREET
 ESSENDON 3040
 TELEPHONE 93314266
 FAX 93314366

ORIGINAL SCALE

SHEET SIZE A3 SCALE 1:150

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL

SIGNATURE _____ DATE 16 / 1 / 2006

REF 11740 VERSION 3 ZIP - RM

SHEET 12 OF 20 SHEETS

DATE 17 / 3 / 06
 COUNCIL DELEGATE SIGNATURE _____

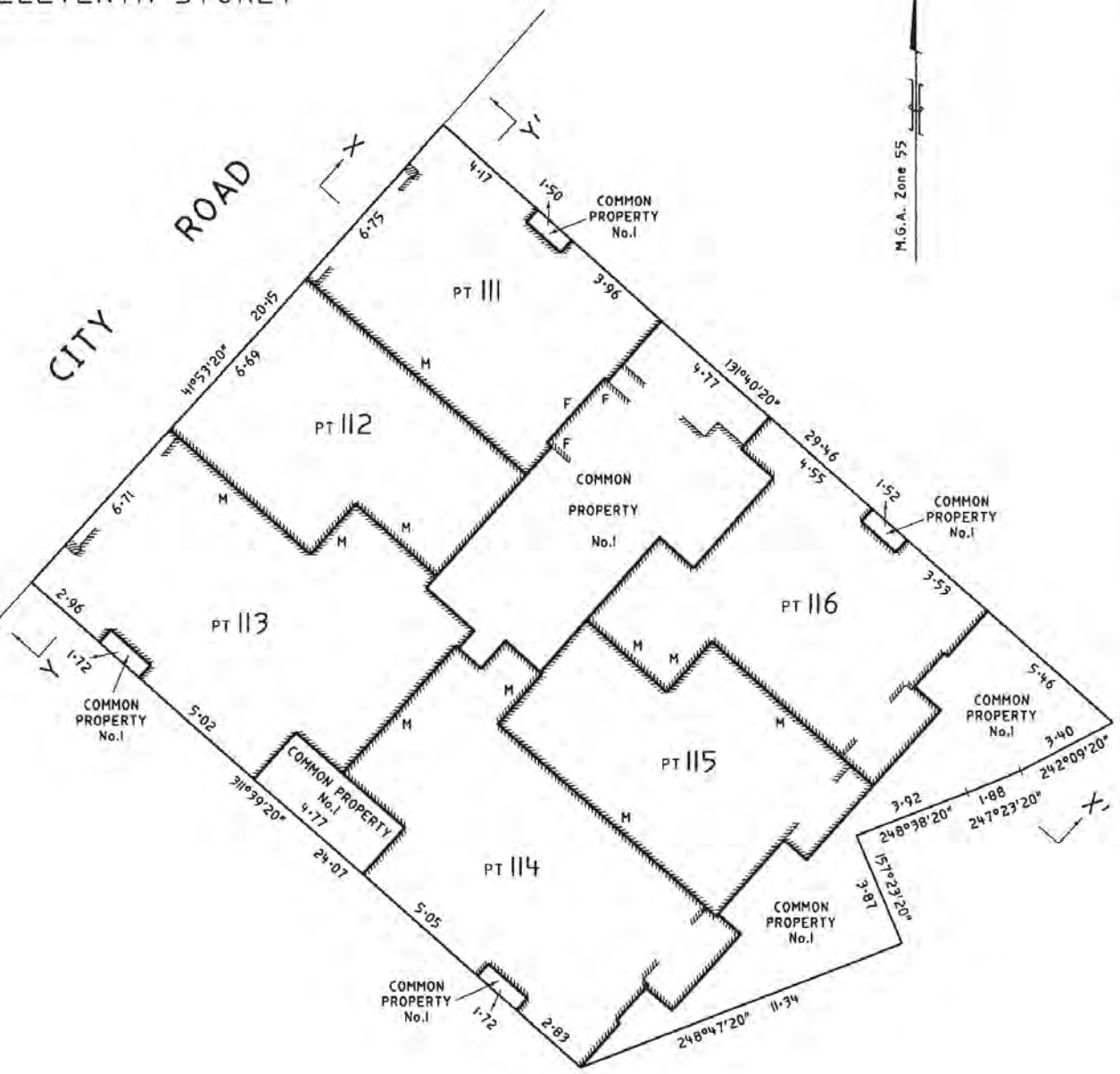
PLAN OF SUBDIVISION

Stage No. Plan Number
P.S.514192X

DIAGRAM 12
ELEVENTH STOREY

CITY ROAD

M.G.A. Zone 55



KEARNEY and TYRRELL SURVEYING PTY. LTD.
 LAND SURVEYORS
 PLANNING CONSULTANTS
 53 ROSE STREET
 ESSENDON 3040
 TELEPHONE 93314266
 FAX 93314366

ORIGINAL SCALE
 SHEET SIZE A3 SCALE 1:150

 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL
 SIGNATURE _____ DATE 16 / 1 / 2006
 REF 11740 VERSION 3 ZIP - RM

SHEET 13 OF 20 SHEETS

DATE 17/3/06
 COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

Stage No.

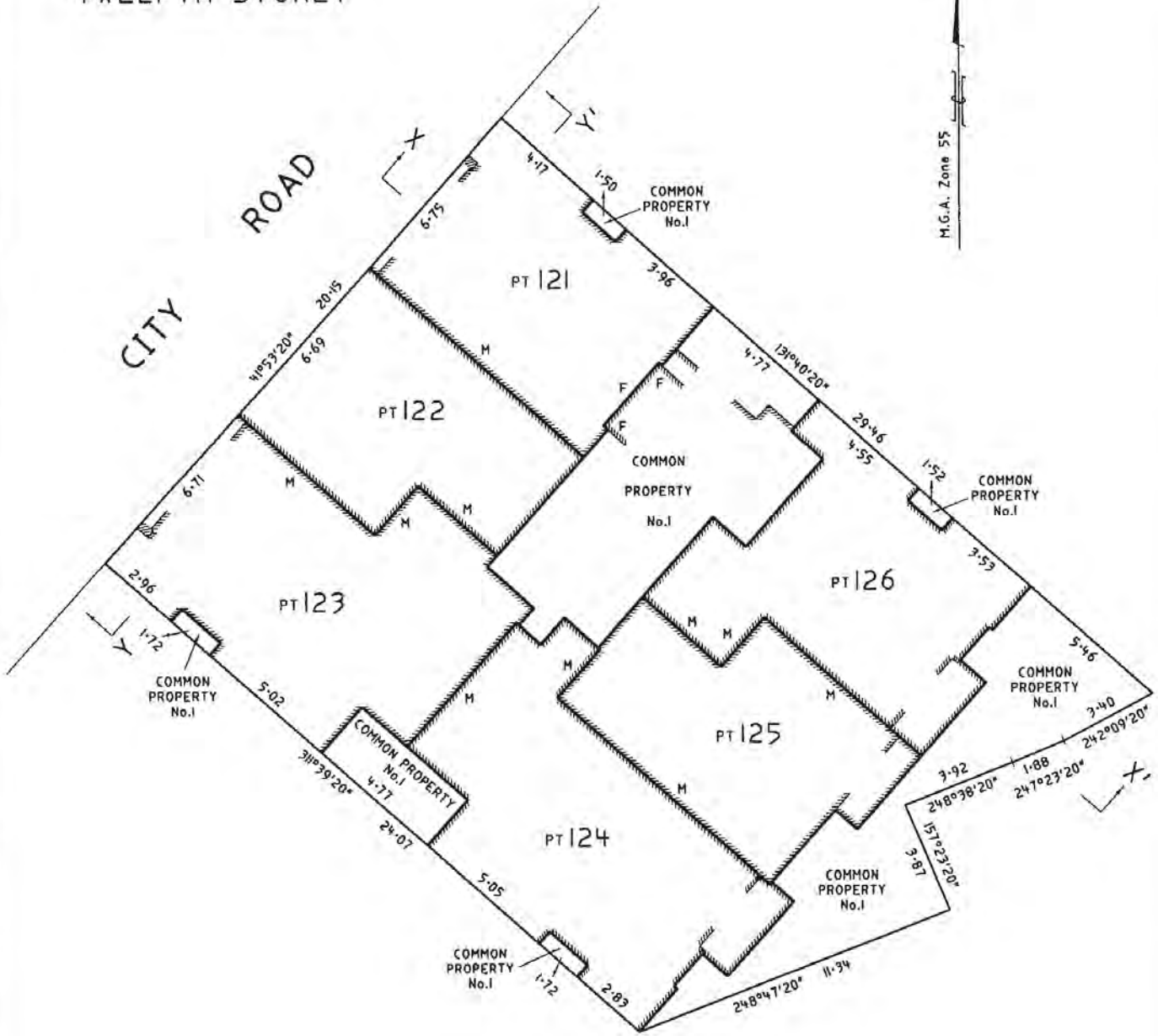
Plan Number

P.5.514192X

DIAGRAM 13
TWELFTH STOREY

CITY ROAD

M.G.A. Zone 55



KEARNEY and TYRRELL SURVEYING PTY. LTD.



LAND SURVEYORS
PLANNING CONSULTANTS
53 ROSE STREET
ESSENDON 3040
TELEPHONE 93314266
FAX 93314366

SHEET 14 OF 20 SHEETS

ORIGINAL SCALE

SHEET SIZE A3 SCALE 1:150

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL

SIGNATURE _____ DATE 16 / 11 / 2006

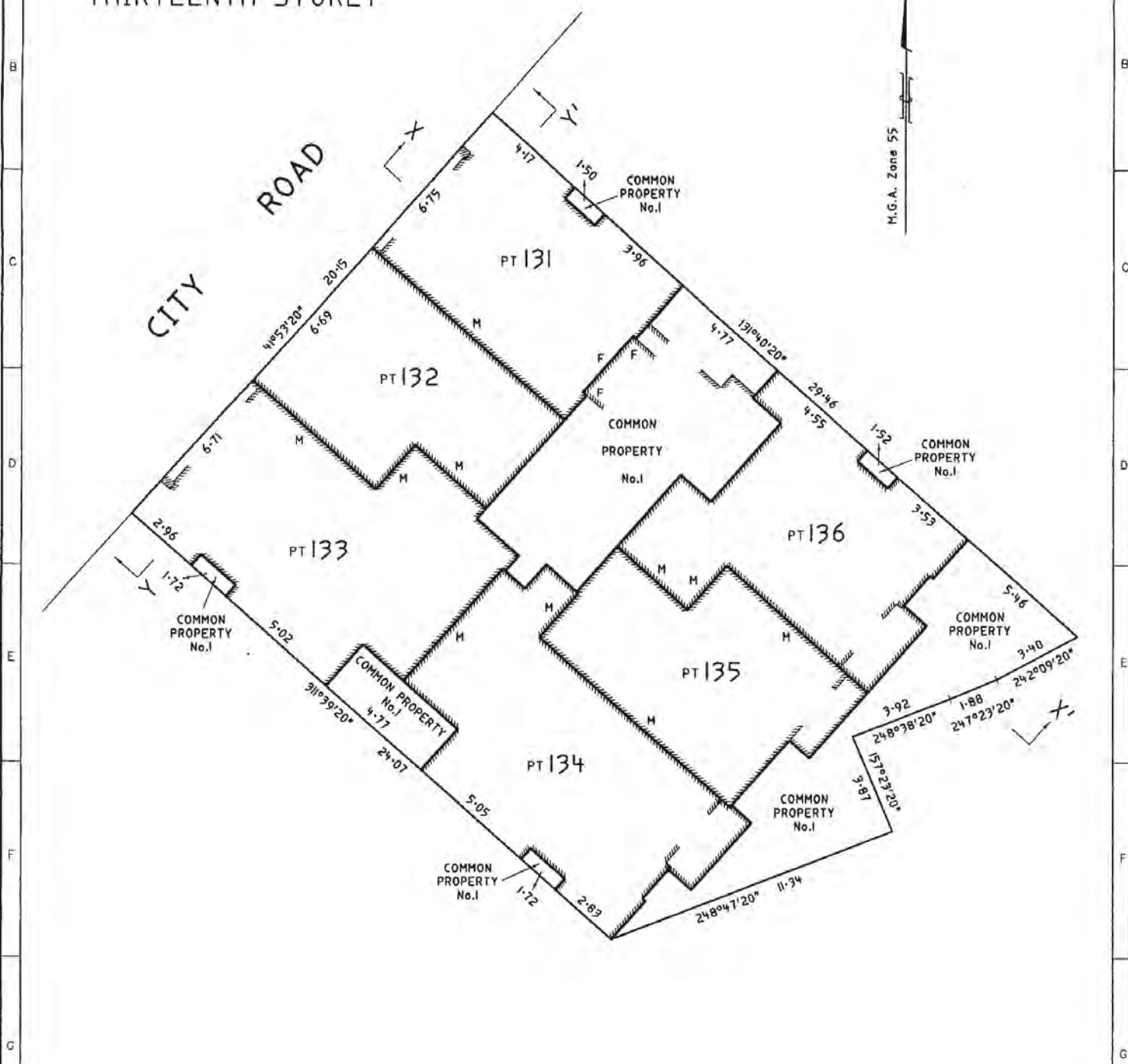
REF 11740 VERSION 3 ZIP - RM

DATE 17/13/06

COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION	Stage No.	Plan Number
		P.S.514192X

**DIAGRAM 14
THIRTEENTH STOREY**



KEARNEY and TYRRELL SURVEYING PTY. LTD.
 LAND SURVEYORS
 PLANNING CONSULTANTS
 53 ROSE STREET
 ESSENDON 3040
 TELEPHONE 93314266
 FAX 93314366

ORIGINAL SCALE
 SHEET SIZE A3 SCALE 1:150

 LENGTHS ARE IN METRES

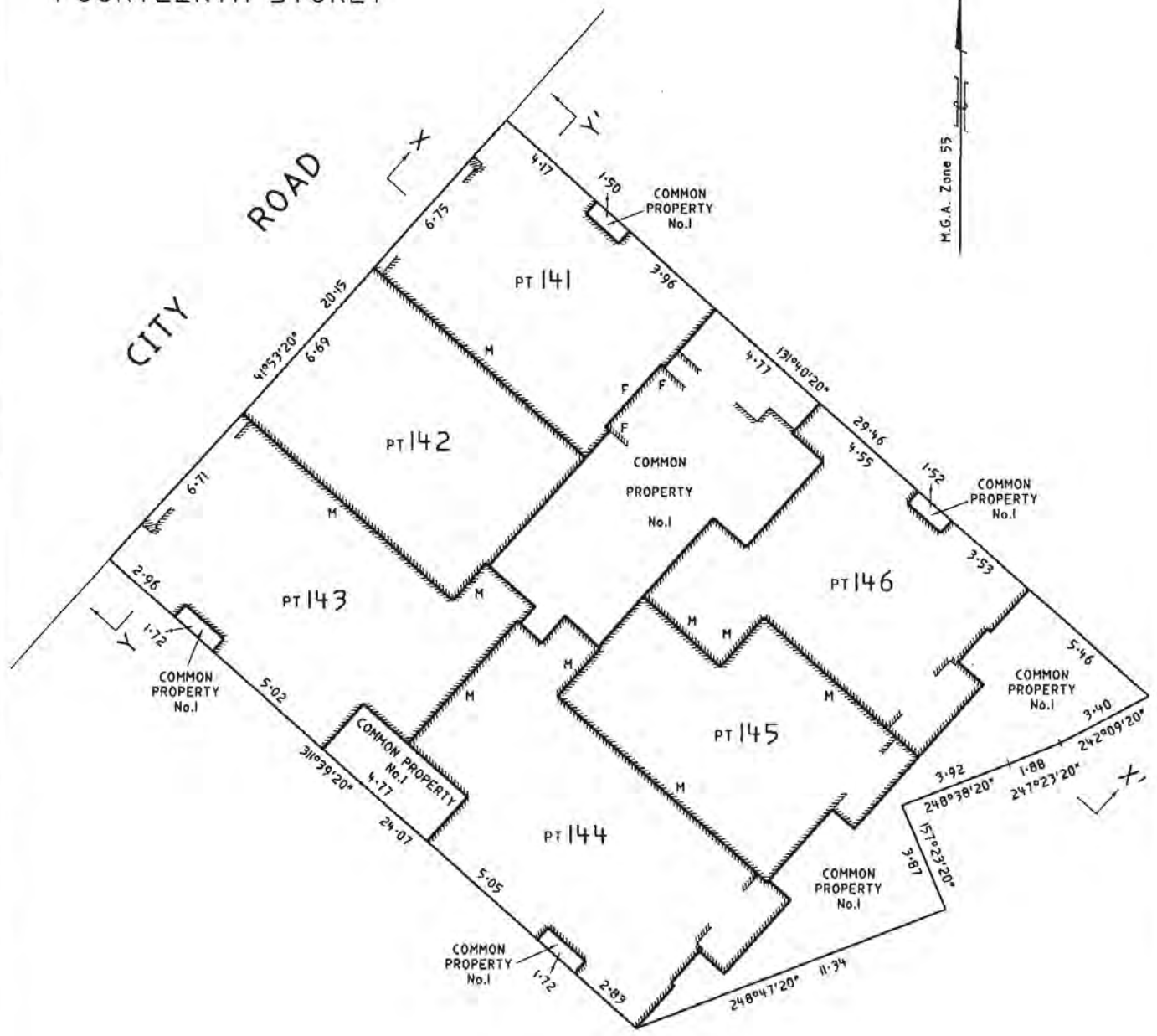
LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL
 SIGNATURE _____ DATE 16 / 1 / 2006
 REF 11740 VERSION 3 ZIP - RM

SHEET 15 OF 20 SHEETS

DATE 17 / 3 / 06
 COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION	Stage No.	Plan Number
		P.5.514192X

DIAGRAM 15
FOURTEENTH STOREY



M.G.A. Zone 55

KEARNEY and TYRRELL SURVEYING PTY. LTD.
 LAND SURVEYORS
 PLANNING CONSULTANTS
 53 ROSE STREET
 ESSENDON 3040
 TELEPHONE 93314266
 FAX 93314366

ORIGINAL	SCALE	
SHEET SIZE	SCALE	<p style="text-align: center;">LENGTHS ARE IN METRES</p>
A3	1:150	

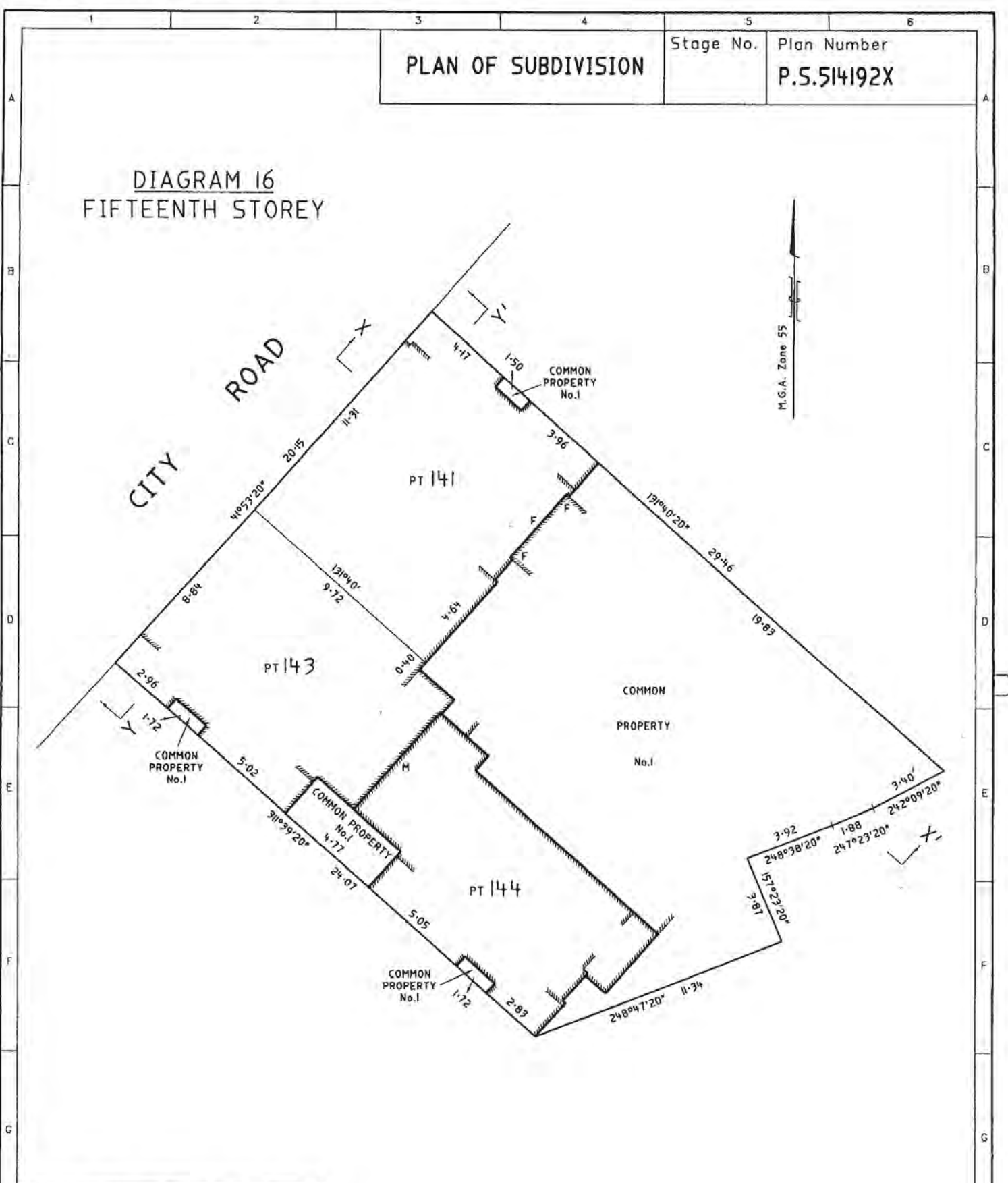
LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL
 SIGNATURE _____ DATE 16 / 1 / 2006
 REF 11740 VERSION 3 ZIP - RM

SHEET 16 OF 20 SHEETS

DATE 17/3/06
 COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION	Stage No.	Plan Number
		P.5.514192X

DIAGRAM 16 FIFTEENTH STOREY



KEARNEY and TYRRELL SURVEYING PTY. LTD.
 LAND SURVEYORS
 PLANNING CONSULTANTS
 53 ROSE STREET
 ESSENDON 3040
 TELEPHONE 93314266
 FAX 93314366

SHEET 17 OF 20 SHEETS

ORIGINAL	SCALE	
SHEET SIZE	SCALE	
A3	1:150	LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL
 SIGNATURE _____ DATE 16/11/2006
 REF 11740 VERSION 3 ZIP - RM

DATE 17/3/06
 COUNCIL DELEGATE SIGNATURE _____

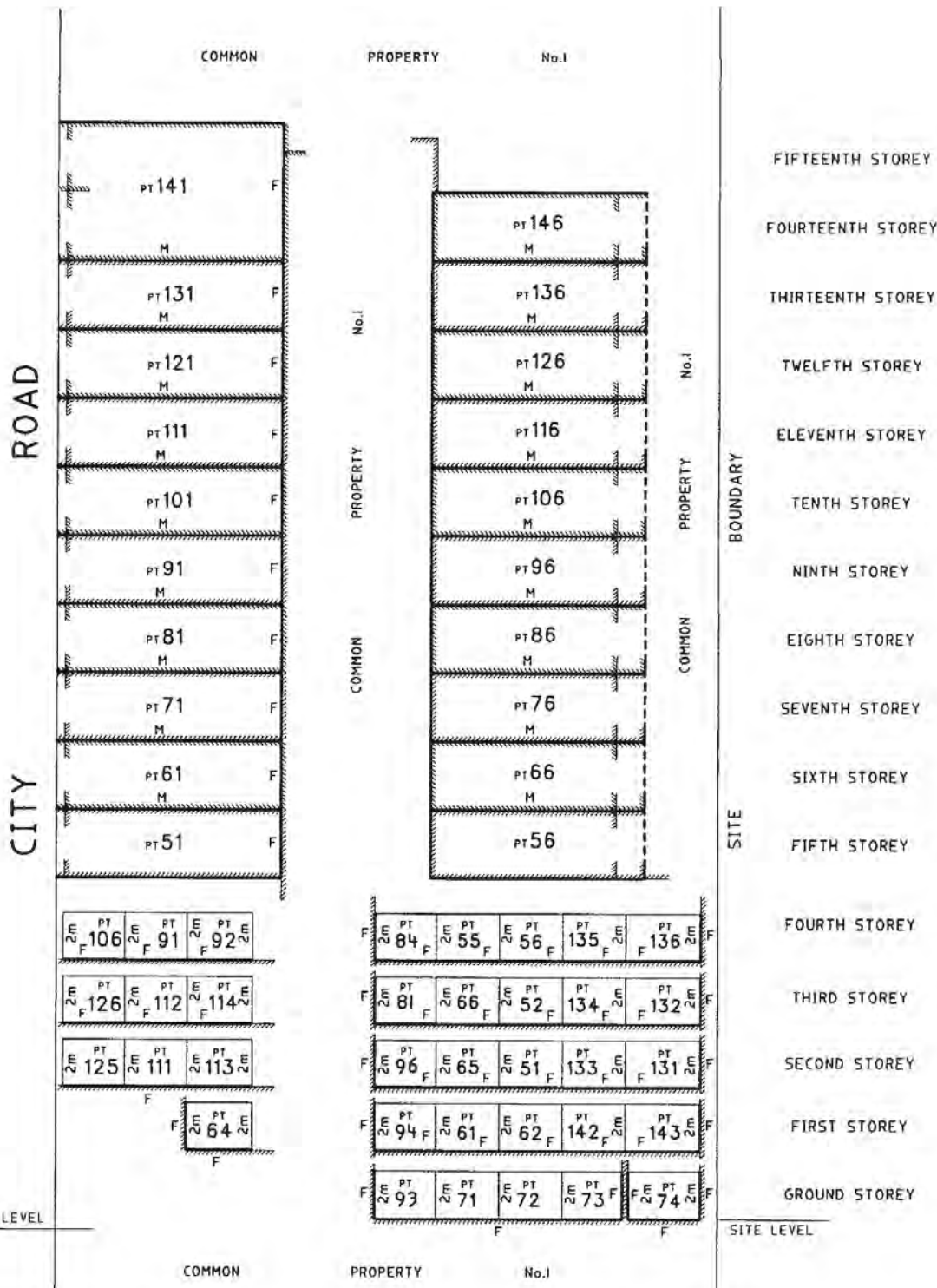
CROSS SECTION X-X'
'TYPICAL'

PLAN OF SUBDIVISION

Stage No.

Plan Number

P.5.514192X

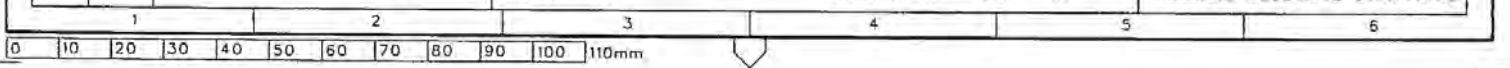


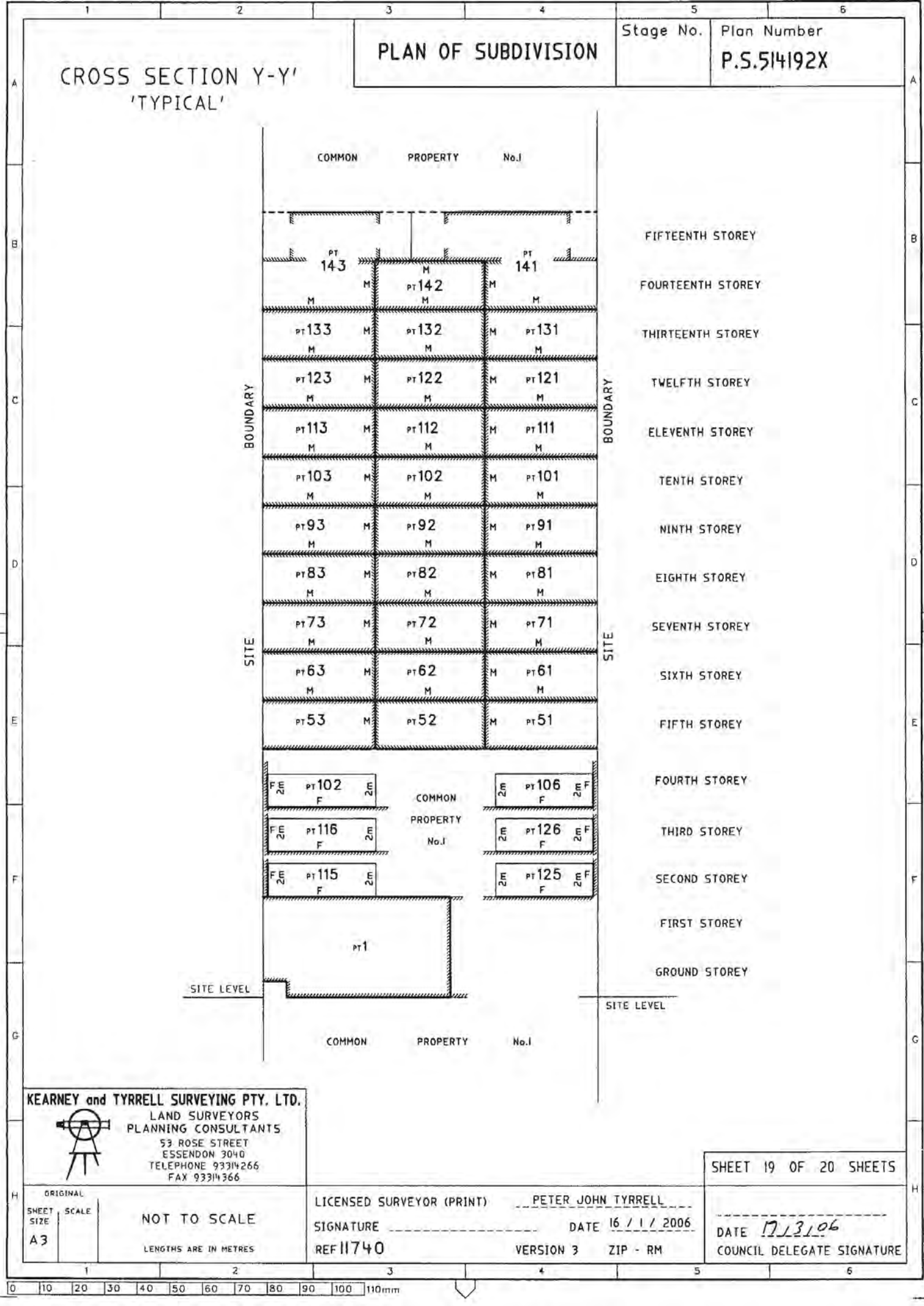
KEARNEY and TYRRELL SURVEYING PTY. LTD.
 LAND SURVEYORS
 PLANNING CONSULTANTS
 53 ROSE STREET
 ESSENDON 3040
 TELEPHONE 93314266
 FAX 93314366

ORIGINAL
 SHEET SIZE A3
 SCALE NOT TO SCALE
 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL
 SIGNATURE _____ DATE 16/1/2006
 REF I1740 VERSION 3 ZIP - RM

SHEET 18 OF 20 SHEETS
 DATE 17/3/06
 COUNCIL DELEGATE SIGNATURE _____





CROSS SECTION Y-Y'
'TYPICAL'

PLAN OF SUBDIVISION

Stage No. Plan Number
P.S.514192X

COMMON PROPERTY No.J

FIFTEENTH STOREY

FOURTEENTH STOREY

THIRTEENTH STOREY

TWELFTH STOREY

ELEVENTH STOREY

TENTH STOREY

NINTH STOREY

EIGHTH STOREY

SEVENTH STOREY

SIXTH STOREY

FIFTH STOREY

FOURTH STOREY

THIRD STOREY

SECOND STOREY

FIRST STOREY

GROUND STOREY

BOUNDARY

BOUNDARY

SITE

SITE

SITE LEVEL

SITE LEVEL

COMMON PROPERTY No.J

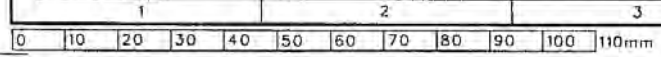
KEARNEY and TYRRELL SURVEYING PTY. LTD.
LAND SURVEYORS
PLANNING CONSULTANTS
53 ROSE STREET
ESSENDON 3040
TELEPHONE 93314266
FAX 93314366

SHEET 19 OF 20 SHEETS

ORIGINAL
SHEET SIZE SCALE
A3
NOT TO SCALE
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL
SIGNATURE _____ DATE 16/11/2006
REF 11740 VERSION 3 ZIP - RM

DATE 17/3/06
COUNCIL DELEGATE SIGNATURE



PS514192X

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT



Department of Transport, Planning and Local Infrastructure

Owners Corporation Search Report

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

Produced: 20/05/2015 11:58:23 AM

OWNERS CORPORATION 1
PLAN NO. PS514192X

The land in PS514192X is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1, 51 - 56, 61 - 66, 71 - 76, 81 - 86, 91 - 96, 101 - 106, 111 - 116, 121 - 126, 131 - 136, 141 - 146.

Limitations on Owners Corporation:

Unlimited

Postal Address for Service of Notices:

NETWORK PACIFIC STRATA MANAGEMENT BUILDING 5 303 BURWOOD HIGHWAY BURWOOD EAST
VIC 3151
AL817189E 16/04/2015

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules.
See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

1. AG183335T 09/12/2008

Notations:

NIL

Entitlement and Liability:

NOTE - Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0.00	0.00



Department of Transport, Planning and Local Infrastructure

Owners Corporation Search Report

Lot 1	50.00	50.00
Lot 51	70.00	70.00
Lot 52	55.00	55.00
Lot 53	90.00	90.00
Lot 54	90.00	90.00
Lot 55	60.00	60.00
Lot 56	75.00	75.00
Lot 61	65.00	65.00
Lot 62	55.00	55.00
Lot 63	85.00	85.00
Lot 64	85.00	85.00
Lot 65	60.00	60.00
Lot 66	70.00	70.00
Lot 71	65.00	65.00
Lot 72	55.00	55.00
Lot 73	85.00	85.00
Lot 74	85.00	85.00
Lot 75	60.00	60.00
Lot 76	70.00	70.00
Lot 81	65.00	65.00
Lot 82	55.00	55.00
Lot 83	85.00	85.00
Lot 84	85.00	85.00
Lot 85	60.00	60.00
Lot 86	70.00	70.00
Lot 91	65.00	65.00
Lot 92	55.00	55.00
Lot 93	85.00	85.00
Lot 94	85.00	85.00
Lot 95	60.00	60.00
Lot 96	70.00	70.00
Lot 101	65.00	65.00
Lot 102	55.00	55.00
Lot 103	85.00	85.00
Lot 104	85.00	85.00
Lot 105	60.00	60.00
Lot 106	70.00	70.00
Lot 111	65.00	65.00
Lot 112	55.00	55.00
Lot 113	85.00	85.00
Lot 114	85.00	85.00
Lot 115	60.00	60.00
Lot 116	70.00	70.00
Lot 121	65.00	65.00
Lot 122	55.00	55.00
Lot 123	85.00	85.00
Lot 124	85.00	85.00
Lot 125	60.00	60.00
Lot 126	70.00	70.00
Lot 131	65.00	65.00
Lot 132	55.00	55.00
Lot 133	85.00	85.00
Lot 134	85.00	85.00
Lot 135	60.00	60.00
Lot 136	70.00	70.00
Lot 141	110.00	110.00
Lot 142	55.00	55.00
Lot 143	85.00	85.00
Lot 144	85.00	85.00
Lot 145	60.00	60.00
Lot 146	70.00	70.00



Department of Transport, Planning and Local Infrastructure

Owners Corporation Search Report

Total	4315.00	4315.00
-------	---------	---------

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.



STATE REVENUE OFFICE, VICTORIA

AG832284T

26/10/2009 \$0 LTC



Land Tax Act 2005

LAND TAX CHARGE

The Registrar of Titles

I hereby certify that there are arrears of Land Tax payable in respect of the Land hereunder described, and I request that this charge be registered as an encumbrance on the title to the said land.

Allotment	Section	Portion	Parish	Lot	Plan	Volume	Folio
				61	514192	10939	219

Name of Taxpayer: **Dominion Lifestyle Tower Apartments Pty Ltd**

Property No: **33902916**

Case ID: **320667**

Date: **22-Oct-2009**

Debt Management Services, State Revenue Office _____

MORTGAGE OF LAND

Section 74 Transfer of Land Act 1958



AD103846U

09/09/2004 \$59 74

Lodged by:

Name: MADDOCKS
Phone: 9288 0555
Address: 140 William Street
Melbourne
Ref: ILB: 5058772
Customer Code: 1167 E

*CERT
WY. EXT.*

MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

ORIGINAL

The mortgagor mortgages to the mortgagee the estate and interest specified in the land described subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this mortgage. This mortgage is given in consideration of and to better secure loans, advances or financial accommodation provided by the mortgagee to the mortgagor or at the request of the mortgagor to the debtor (if specified) or to such other person as the mortgagor shall direct.

Land: *(volume and folio reference)*

Certificate of Title Volume 8202 Folio 506

Estate and Interest being mortgaged: *(e.g. "all my estate in fee simple")*

all the mortgagor's estate and interest in fee simple

Mortgagor: *(full name)*

Dominion Lifestyle Apartments Pty Ltd ACN 102 850 000 of 53 Longwood Drive, Epping, Victoria 3076

Mortgagee: *(full name and address including postcode)*

Capital Finance Australia Limited ACN 069 663 136 of Level 6, 60 Collins Street, Melbourne, Victoria, 3000

Debtor:

The Mortgagor

Date of this Mortgage: 6 September 2004

The provisions contained in Memorandum of Common Provisions retained by the Registrar of Titles in Number AA771 are incorporated in this mortgage.

1. COVENANTS

The mortgagor covenants with the mortgagee as follows:-

1. To pay the moneys secured to the mortgagee as and when demanded in writing.
2. Further covenants set out in the approved Annexure Page A1 (if attached) form part of this mortgage.

Execution and attestation

Refer Annexure A



DAD103846U-1-7

Approval No: 575047A

ORDER TO REGISTER
Please register and issue title to

STAMP DUTY USE ONLY

M1B



Signed

Cust. Code:

9 SEP 2004

ANNEXURE PAGE

Transfer of Land Act 1958

Approved Form A1
Victorian Land Titles Office

6 September

This is page 2 of *Approved Form M1B* dated ~~11 August~~ 2004 between Dominion Lifestyle Tower Apartments Pty Ltd and Capital Finance Australia Limited

Signatures of the parties

Panel Heading

Annexure A1

Additional Comments

Clauses 2.4(a), (e) and (h) of the Memorandum are deleted.

Clause 10.1(a) of the Memorandum shall be amended by the insertion of the words after the word "Document":

"and that failure has not been remedied within 14 days of the issuing of notice of that failure by the Mortgagee to the Mortgagor."

Clauses 2.10, 2.11, 2.13, 9 and 10.5 of the Memorandum are to read and interpreted subject to the provisions of the Project Documents as those documents are defined in the Variation Agreement made between the Mortgagor and Mortgagee dated on or about the date of this Mortgage.

Clause 11.2 shall be read "subject to the provisions of the relevant deed constituting the Trust".



DAD103846U-2-5

EXECUTED FOR AND ON BEHALF of DOMINION)
LIFESTYLE TOWER APARTMENTS PTY LTD ACN 102)
850 000 in accordance with Section 127(1) of the Corporations)
Law in the presence of

Director

Print name

ALI MOUSTAFA

Usual address

49 BANKS RD ELTHAM

Director

Print name

SENKET DEMIR

Usual address

53 LANGWOOD DR

EPPING 3076

Approval No: 575047A

A1



1. If there is insufficient space to accommodate the required inform insert the words "See Annexure Page 2" (or as the case may be Annexure Page under the appropriate panel heading. **THE BAC NOT TO BE USED**
2. If multiple copies of a mortgage are lodged, original Annexure P;
3. The Annexure Pages must be properly identified and signed by which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

AD103846U

09/09/2004 \$59

74



Transfer of mortgage, charge or lease
Section 45(1) *Transfer of Land Act* 1958



Lodged by: National Australia Bank Limited 9E
Name:
Phone:
Address:

Ref:
Customer Code:

The transferor transfers to the transferee the mortgage for the consideration expressed subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land:	Certificates of Title volume 10939 folios 212-226, 228, 230, 233-234, 236-237, 239-248, 250, 253-254, 256-259, 262- 263, 265-268, 270-272. (derived from parent title volume 8202 folio 506)
Mortgage, charge or lease no:	AD103846U
Consideration:	\$15,300,000
Transferor:	Capital Finance Australia Limited (ACN 069 663 136) of Level 6, 60 Collins Street, Melbourne, Victoria, 3000
Transferee:	Salrest No. 2 Pty Ltd (ACN 112 995 178) of 89 Franklin Street, Melbourne, Victoria, 3000

Date: 13 April 2007

AF241127P

31/07/2007 \$1747 45M



DATED 13 APRIL 2007.

Executed by Capital Finance Australia Limited ACN 069 663 136 by its duly appointed attorneys:

Nicholas Lakin

Full Name
Level 6, 60 Collins Street
Melbourne vic 3000

John Mallon

Signature

Full Name
Level 6, 60 Collins Street
Melbourne vic 3000

Signature

Pursuant to a power of attorney dated 8 June 2006 a certified copy of which is filed in permanent order book no.277 at page 024 item 23 who at the date hereof had no notice of revocation of such power of attorney in the presence of:

Sarah Kemp

Witness

Executed by Salrest No. 2 Pty Ltd ACN 112 995 178

~~by its duly appointed attorneys~~ by being signed by:

Mario Paul Salvo

Full Name of Sole Director
121 Beaconsfield Parade
Albert Park Vic 3206

Signature of Sole Director

Full Name Address

Signature

~~Pursuant to a power~~



AG182883Q

07/11/2008 \$1766 45M

Transfer of mortgage
charge or lease
Section 45(1) Transfer of Land Act 1958

Lodged at the Office of Titles by:

Name: Corrs Chambers Westgarth
Phone: (03) 9672 3492
Address: 600 Bourke Street
Melbourne
Ref: BMH:SEK: 9055905
Customer Code: 677K

Privacy Collection Statement

The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

The transferor transfers to the transferee the mortgage for the consideration expressed subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: Certificates of title volume 10939 folios 212-²²⁶~~216~~, 228, 230, 233-234, 236-237, 239-248, 250, 253-254, 256-259, 262-263, 265-268, 270-272

Mortgage No.: AD103846U

Consideration: \$14,475,000.00 ⁽²⁾

Transferor: **Salrest No. 2 Pty Limited** ABN 80 112 995 178
of 269 City Road, Southbank 3006

Transferee: **Bank of Western Australia Limited** ABN 22 050
494 454 of Level 5, 600 Bourke Street,
Melbourne 3000

Date: 31 October 2008

7.11.08

AG182883Q

07/11/2008 \$1766 45M



Signed by the transferor:

Executed by **Salrest No. 2 Pty Limited** ABN 80 112 995 178 by being signed by those persons who are authorised to sign for the company:

Mario Salvo
Sole Director/Sole company secretary

Mario Salvo
Full name of Director (print)

*121 Beaconsfield Parade
Albert Park*
Usual address

Director/Company Secretary
(delete inapplicable)

Full name of Director/Company Secretary (print) (delete inapplicable)

Usual address

Signed by the transferee:

Executed by **Bank of Western Australia Limited** ABN 22 050 494 454 by its Attorney its duly constituted Attorney under Power of Attorney dated 10 April 2001 (a certified copy of which is filed in the Permanent Order Book No. 277 at page 017) at the Land Titles Office of Victoria who at the date hereof had no notice of revocation of such Power of Attorney in the presence of:

[Signature]
Attorney
Rafino Villaluz
Director

[Signature]
Witness
JASON O'SHAUGHNESSY

AJ845902U

09/08/2012 \$492.80 45M



Transfer of mortgage, charge or lease

Section 45(1) Transfer of Land Act 1958

Privacy Collection Statement

The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by

Name: **Baker + McKenzie**

Phone: **(03) 9617-4200**

Address: **19/181 William Street, Melbourne**

Reference: **BCW/RJB**

Customer Code: **443M**

The transferor transfers to the transferee the mortgage for the consideration expressed subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: See Annexure A

Mortgage No.: AD103846U

Consideration: **\$5,497,812.50**

Transferor: Bank of Western Australia Ltd ABN 22 050 494 454

Transferee: Salrest No. 2 Pty Ltd ABN 80 112 995 178 of 269 City Road, Southbank, Victoria, 3006

AJ845902U

09/08/2012 \$492.80 45M



Date: 19 July 2012

Signed by the transferor

Executed by Bank of Western Australia Limited by its Attorneys:)

PETER WILLIAM ALCOCK)

its duly constituted Attorneys under Power of Attorney dated 10 April 2001 a certified copy of which is filed in the Permanent Order Book No. 277 at page 017 at the Land Titles Office of Victoria who at the date hereof had no notice of revocation of such Power of Attorney in the presence of: RICHARD JAMES PANG)

Peter William Alcock
CHIEF MANAGER

.....
An officer of the Bank

Signed by the transferee

Executed by Salrest No. 2 Pty Limited by being signed by the person who is authorised to sign for the company:)

.....
Sole Director and Sole Company Secretary

MARIO PAUL SALVO

.....
Full name of Sole Director (print)

25 GYNDON AVE, BRIGHTON VIC, 3186

.....
Usual address

AJ845902U

09/08/2012 \$492.80 45M



Annexure A – Certificates of title

Volume	Folio
10939	212
10939	213
10939	214
10939	215
10939	216
10939	217
10939	218
10939	219
10939	220
10939	221
10939	222
10939	223
10939	224
10939	225
10939	226
10939	228
10939	230
10939	233
10939	234
10939	236
10939	237
10939	239
10939	240
10939	241
10939	242
10939	243
10939	244
10939	245
10939	246
10939	247
10939	248
10939	250
10939	253
10939	254
10939	256
10939	257
10939	258
10939	259

AJ845902U

09/08/2012 \$492.80 45M



10939	262
10939	263
10939	265
10939	266
10939	267
10939	268
10939	270
10939	271
10939	272

MEMORANDUM OF COMMON PROVISIONS

Section 91A Transfer of Land Act 1958

AA0771

03/03/2003 \$59 MCP



Lodged by:

Name: Maddocks

Customer Code: 1167E

This memorandum (containing 28 page(s)) contains provisions which are intended for inclusion in instruments to be subsequently lodged for registration.

PROVISIONS

PLEASE SEE ATTACHED PAGES 2-28



DAA0771-1-8

THIS MEMORANDUM OF COMMON PROVISIONS IS RETAINED BY
THE REGISTRAR OF TITLES PURSUANT TO SECTION 91(CA) OF
THE TRANSFER OF LAND ACT 1958

Assistant Registrar of Titles

- 3 MAR 2003

Approval No. 325955A

MCP



1. The provisions are to be numbered consecutively from number 1.
2. The back of this form is not to be used.
3. Further pages may be added but each page should be consecutively numbered.
4. To be used for the inclusion of covenants and easements in mortgages, transfers and leases.



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

Date / /2003

Mortgage Conditions (No. AA767)

Filed in the Land Titles Office, Melbourne



0AA0771-2-3



MORTGAGE COMMON PROVISIONS

This memorandum contains the provisions which are incorporated into mortgages which refer to registered memorandum no.

1. DEFINED MEANINGS

Words used in this document and rules of interpretation are set out at the back of this document.

2. MORTGAGOR'S COVENANTS

2.1 Charge

The Mortgagor hereby charges the Secured Assets to the Mortgagee to secure payment of the Secured Money.

2.2 Comply with Mortgage

Without limiting any specific terms in the Mortgage, the Mortgagor must perform all of its obligations promptly, at its own cost, and in accordance with the reasonable directions of the Mortgagee.

2.3 Secured Money

The Mortgage secures payment of the Secured Money. The Mortgagor must pay to the Mortgagee the Secured Money on the date agreed between the parties or, if there is no agreement, on demand.

2.4 Insurance and compensation

The Mortgagor must:

- (a) keep the Mortgaged Land insured with an insurer approved by the Mortgagee on terms approved by the Mortgagee for the full insurable value of the Mortgaged Land or any other amount specified by the Mortgagee from time to time against fire, storm, tempest, public liability risks, and any other risks specified by the Mortgagee;
- (b) pay all premiums under any insurance policy on the due date for payment and upon demand provide the policy and/or any certificate of currency to the Mortgagee;
- (c) have the interest of the Mortgagee noted on all insurances required by the Mortgagee;
- (d) not do or permit anything to occur which may increase any premium or make any insurance policy liable to be impaired or cancelled;
- (e) not effect any insurance in respect of the Mortgaged Land other than in accordance with this clause;
- (f) notify the Mortgagee in writing as soon as any event happens which entitles a claim to be made under any insurance;

- (g) not settle or compromise any claim without the Mortgagee's consent; and
- (h) if required by the Mortgagee, pay to the Mortgagee any money received by the Mortgagor from any insurance of the Mortgaged Land. Any money received by the Mortgagee under this clause may be applied at the option of the Mortgagee either in reinstating or repairing the insured property or towards payment of the Secured Money.

2.5 Purchase money and compensation

The Mortgagor must cause all money which becomes payable as purchase money, compensation, or otherwise in respect of the Mortgaged Land to be paid direct to the Mortgagee. The Mortgagee may apply any money so received towards repayment of the Secured Money. At the request of the Mortgagee, the Mortgagor must join with the Mortgagee in claiming that money but the Mortgagee alone will have the power to make, enforce, settle, and compromise any claim. If the money is received by the Mortgagor, the Mortgagor must pay the money promptly to the Mortgagee and until payment to the Mortgagee the money must be held by the Mortgagor on behalf of the Mortgagee.

2.6 Taxes

The Mortgagor must pay on their due date any rates, taxes, charges, outgoings, and assessments (including any land or property tax) in respect of the Mortgaged Land and produce evidence of payment on demand by the Mortgagee.

2.7 Right to rectify

The Mortgagee may make good, remedy or rectify any default by the Mortgagor in the performance of any term, covenant, agreement or condition contained in or implied by the Mortgage or any Collateral Documents.

2.8 Power of entry

The Mortgagor must upon reasonable notice allow the Mortgagee and its nominees to enter on the Mortgaged Land to:

- (a) inspect the Mortgaged Land and its state of repair; or
- (b) inspect and take copies of records and documents relating to the Mortgaged Land; or
- (c) investigate the financial position of the Mortgagor; or
- (d) determine whether the Mortgagor is complying with the terms of the Mortgage; or
- (e) exercise the Mortgagee's rights under the Mortgage.

2.9 Repair

The Mortgagor must make all repairs necessary to keep the Mortgaged Land in good and tenable repair, order, and condition. In addition, the Mortgagee may require the Mortgagor to:

- (a) paint in a proper and workmanlike manner to the satisfaction of the Mortgagee the parts of the Mortgaged Land usually painted;
- (b) promptly amend any defect in the repair and condition of the Mortgaged Land; and



- (c) promptly carry out all work that may be ordered by any competent authority in respect to the Mortgaged Land.

2.10 Alterations

The Mortgagor must not demolish, alter, remove, rebuild, or extend the Mortgaged Land without the Mortgagee's prior written consent.

2.11 Encroachments

The Mortgagor must rectify any encroachments by or on the Mortgaged Land if and when required to do so by the Mortgagee. The Mortgagor must not grant any easement or similar right in respect of any encroachment on the Mortgaged Land without the Mortgagee's consent.

2.12 Maintain value

The Mortgagor must not do or permit anything to be done by which the value of the Mortgaged Land may be materially adversely affected in any way.

2.13 Dealings with the Secured Assets

The Mortgagor must not, without the Mortgagee's prior written consent:

- (a) dispose of, deal with or part with possession of:
 - (i) any estate or interest in the Secured Assets; or
 - (ii) any rights and benefits in connection with the Mortgaged Land (including rights to air space, plot ratio, or floor space ratio); or
 - (iii) any estate or interest in connection with any lease or licence to use or occupy the Mortgaged Land; or
- (b) accept or permit a surrender, assignment or variation of any lease of the Mortgaged Land or any licence to use or occupy the Mortgaged Land; or
- (c) consent to or permit any sublease or assignment or variation of any sublease of the Mortgaged Land; or
- (d) create or allow to come into existence an Encumbrance which affects the Mortgaged Land; or
- (e) release, grant, or vary an easement or covenant which affects or benefits the Mortgaged Land; or
- (f) subdivide, consolidate, or dedicate the Mortgaged Land; or
- (g) lodge, permit, or allow to be lodged any caveat in respect of the Mortgaged Land. Promptly at its own expense, the Mortgagor must do anything necessary to remove any caveat lodged by any person.

2.14 Income

The Mortgagor must:



- (a) pay to the Mortgagee any deposit or other money released under any agreement for the sale of the Mortgaged Land; and

- (b) if directed by the Mortgagee, pay or cause to be paid to the Mortgagee or as the Mortgagee directs any licence fee, rent, option fee, or other money payable directly or indirectly in relation to the Mortgaged Land.

This clause and the acceptance of any money does not oblige the Mortgagee to consent to any sale, leasing or other dealing with the Mortgaged Land.

2.15 Observe covenants

The Mortgagor must fully observe, perform, and comply with all restrictions, covenants, easements, and notifications at any time affecting the Mortgaged Land.

2.16 Acquired lands

The Mortgagor must execute a mortgage in favour of the Mortgagee over any land acquired by the Mortgagor at any time to be used or held in conjunction with the Mortgaged Land. The mortgage must be in the form reasonably required by the Mortgagee for the purpose of further securing the Secured Money.

2.17 Development approvals

The Mortgagor hereby assigns to the Mortgagee the benefit of and the Mortgagor's right, title, and interest in any development approvals, building approvals, construction certificates or other approvals, plans, specifications, or consents relating wholly or partly to the Mortgaged Land. The Mortgagor must promptly pay any fees or charges due to any person or authority in connection with them. The Mortgagor must maintain the approvals and consents and not permit them to lapse.

2.18 Protection of the environment

- (a) The Mortgagor must not conduct or permit to be conducted on the Mortgaged Land any illegal, noxious, noisome, environmentally offensive, or other offensive act, trade, business, or occupation.
- (b) The Mortgagor warrants that at the date of the Mortgage and throughout the term of the Mortgage there will be nothing on the Mortgaged Land and nothing concerning the Mortgaged Land or any use of the Mortgaged Land which may cause contamination or environmental damage to the Mortgaged Land or anywhere else.
- (c) If at any time the warranty in sub-clause (b) of this clause is breached, the Mortgagor must:
 - (i) promptly notify the Mortgagee in writing;
 - (ii) promptly do everything to ensure that the impact of that breach on the Mortgaged Land and the environment is minimal; and
 - (iii) promptly take any action the Mortgagee reasonably requires to rectify the breach.
- (d) The Mortgagee may require an environmental audit to be effected in a form satisfactory to the Mortgagee at the cost of the Mortgagor if the Mortgagee has reasonable cause to believe this warranty has been or is likely to be breached.



2.19 Indemnities

The Mortgagor indemnifies the Mortgagee and its officers, agents, and employees from and against all actions, claims, demands, losses, interest, fees, damages, costs, and expenses of any nature which the Mortgagee or the Mortgagee's officers, agents, or employees sustain or incur or for which the Mortgagee may become liable at any time in respect of or arising from any one or more of the following.

- (a) Any neglect or default of the Mortgagor to observe and perform any of the terms, covenants, and conditions contained in or implied by the Mortgage.
- (b) Any loss or damage occasioned by or liability incurred by the Mortgagee in the exercise, non-exercise, or purported exercise of any of its powers, rights, and privileges contained in or implied by the Mortgage whether or not the Mortgagee acted negligently or was guilty of laches or waiver.
- (c) Any rates, taxes, charges, outgoings, and assessments (including any land or property tax) that may at any time be payable, chargeable, assessed, or become due on or in respect of the Mortgaged Land and any liability to any competent authority in respect of any breach of duty or law relating to the Mortgaged Land.
- (d) Any claim by any lessee, tenant, occupier, licensee, invitee, or other person in respect of or arising out of their use of or presence on or in any way connected with the Mortgaged Land.
- (e) Any actual or assumed obligation of the Mortgagee (whether solely or jointly with the Mortgagor or any other person) to pay any money or do anything relating to the Mortgaged Land.
- (f) The Mortgagee exercising its right to vote in respect of any lot within a strata scheme comprised in the Mortgaged Land.

Any money due under this clause will form part of the Secured Money.

2.20 Comply with statutes

The Mortgagor must comply with and observe the provisions of every act, ordinance, regulation, and all requirements of any authority at any time imposing any duty, obligation, charge, or fee on or in relation to the Mortgaged Land.

2.21 Perfect security

The Mortgagor must sign anything and do anything the Mortgagee requires to further or more effectively secure the Mortgagee's rights over the Secured Assets or under the Mortgage or to effect the stamping and registration of the Mortgage. The Mortgagee may complete any blanks in the Mortgage or any Collateral Document.

2.22 Use of Mortgaged Land

- (a) The Mortgagor must conduct and maintain in a proper and efficient manner and in accordance with all laws and all requirements of any Government Agency, any business conducted by the Mortgagor on the Mortgaged Land and keep the business open at all times usual for businesses of a similar nature (and ensure that all other occupiers of the Mortgaged Land do likewise).
- (b) The Mortgagor must not discontinue or vary the use of the Mortgaged Land without the Mortgagee's prior written consent.



- (c) If at any time there are improvements on the Mortgaged Land, the Mortgagor must not leave the Mortgaged Land unoccupied for a continuous period of more than 30 days without the Mortgagee's prior written consent.
- (d) The Mortgagor must not use or permit the Mortgaged Land to be used for any unlawful, illegal, or wrongful purpose and must not do or permit anything with respect to the Mortgaged Land which would or might result in the seizure or forfeiture of the Mortgaged Land or the creation of any interest over the Mortgaged Land.

2.23 Mortgagor to give notice

The Mortgagor must promptly give written notice to the Mortgagee as soon as the Mortgagor becomes aware of:

- (a) any claim for compensation which arises or may arise in relation to the Mortgaged Land;
- (b) any charge on the Mortgaged Land which arises or may arise in favour of any person;
- (c) any resumption or intended resumption of the Mortgaged Land;
- (d) any damage to or defects in the Mortgaged Land;
- (e) any change in the prepared or prescribed planning scheme affecting the Mortgaged Land;
- (f) any material default by any tenant in the performance of any lease of the Mortgaged Land;
- (g) any material default in the performance of any Encumbrance affecting the Mortgaged Land;
- (h) any event or circumstance by which the value of the Mortgaged Land is or may be adversely affected; or
- (i) any Event of Default occurring.

On demand by the Mortgagee, the Mortgagor must provide details of any of the above.

3. REPRESENTATIONS AND WARRANTIES

The Mortgagor warrants to the Mortgagee that the following is true and correct now and at all times until payment of all of the Secured Money.

- (a) The Mortgaged Land is subject only to those other interests approved by the Mortgagee before the execution of the Mortgage.
- (b) The Mortgage will confer on the Mortgagee the security and the priority of security over the Mortgaged Land contemplated by the Mortgagee.
- (c) All answers to requisitions and all other information provided to the Mortgagee or its solicitors in relation to the Mortgaged Land, the Mortgage, any Collateral Documents and the Mortgagor are true and correct to the best of the Mortgagor's knowledge, information, and belief.
- (d) The Mortgagor has full power and authority to give the Mortgage in favour of the Mortgagee.

- (e) No event has occurred which constitutes or which, with the giving of notice and/or the lapse of time and/or a relevant determination by the Mortgagee, would constitute an Event of Default.
- (f) No litigation, arbitration, or administrative proceedings or claims are presently in progress, pending, or threatened against the Mortgagor or any of its assets, which might by itself (or together with other proceedings or claims) have a material adverse effect on the Mortgagor's assets or adversely affect the Mortgagor's ability to observe or perform its obligations under the Mortgage.
- (g) The Mortgagor has fully disclosed to the Mortgagee, in writing, all facts material for disclosure in the context of the Mortgage.
- (h) The Mortgagor, if a company, is duly incorporated under the laws of its place of incorporation and has the power and authority to enter the Mortgage and has undertaken and complied with the necessary corporate proceedings to ensure the Mortgage is enforceable and binding on it.
- (i) The Mortgage constitutes legally valid, binding, and enforceable obligations of the Mortgagor.
- (j) The execution and delivery of the Mortgage and the performance of any of the transactions contemplated by the Mortgage will not contravene or constitute a default under any provision contained in any agreement, instrument, law, judgment, order, licence, permit, or consent by which the Mortgagor is bound or affected.
- (k) No registration with or approval of any authority is necessary for the performance by the Mortgagor of the Mortgage and, if required, all registrations and approvals have been, or will be, duly made or obtained and certified copies will be delivered to the Mortgagee.
- (l) The Mortgagor has correctly and fully disclosed to the Mortgagee the existence of any sale, transfer, assignment, letting, parting with possession, mortgage, charge, encumbrance, or other disposition of or dealing with the Secured Assets.
- (m) The Mortgagor is the sole beneficial owner of the Secured Assets except for those Secured Assets which the Mortgagor owns as trustee of a trust, in which case:
 - (i) the Mortgagor warrants that it is the sole legal owner of the Secured Assets;
 - (ii) the Mortgagor has the right to be indemnified fully out of the Trust property for all liabilities incurred under the Mortgage; and
 - (iii) the Mortgagor has the power and authority under the Trust to enter the Mortgage.
- (n) The Secured Assets are unencumbered except as notified to the Mortgagee in writing prior to the date of the Mortgage.

4. STRATA TITLE

This clause applies if the Mortgaged Land at any time comprises a lot in a strata scheme or similar title arrangement (the **Strata Scheme**).

- (a) The Mortgagor must promptly pay all contributions and any other money which at any time is payable in respect of the Mortgaged Land to the owners corporation of the Strata Scheme.



- (b) The Mortgagor must duly and punctually comply with and observe any laws, regulations, and by-laws of or affecting the Strata Scheme.
- (c) The Mortgagee may in its absolute discretion exercise any voting rights in respect of the Mortgaged Land in connection with the Strata Scheme.
- (d) The Mortgagor must procure the entry of the Mortgagee's interest in the Mortgaged Land in any appropriate records of the Strata Scheme.
- (e) The Mortgagor must give written notification to the Mortgagee immediately of any proposed or actual variation, amendment, or termination of the Strata Scheme.

5. COMMUNITY TITLE

This clause applies if the Mortgaged Land at any time is a part of a community title scheme or similar title arrangement (the **Community Scheme**).

- (a) The Mortgagor must duly and punctually comply with and observe all obligations imposed on the Mortgagor or the Mortgaged Land in respect of the Community Scheme.
- (b) The Mortgagor must not without the prior written consent of the Mortgagee exercise any power or vote to add to, amend, or repeal any of the by-laws of the Community Scheme.
- (c) At any meeting of the Community Scheme, the Mortgagor must not vote contrary to any written direction of the Mortgagee.
- (d) The Mortgagee may in its absolute discretion exercise any voting rights in respect of the Mortgaged Land in connection with the Community Scheme.
- (e) If the Community Scheme fails to comply with its obligations, if requested by the Mortgagee, the Mortgagor will comply with the Community Scheme's obligations so far as they are capable of being complied with by the Mortgagor.
- (f) The Mortgagor irrevocably authorises the Mortgagee at any time to obtain from the association of the Community Scheme all information which the Mortgagee may reasonably require.
- (g) If the Community Scheme makes or proposes to make any distribution, the Mortgagor must direct the Community Scheme to make the distribution to the Mortgagee. The Mortgagor must pay to the Mortgagee any distribution received by the Mortgagor which will be applied in reduction of the Secured Money or held as security for the Secured Money as decided by the Mortgagee.

6. AGRICULTURAL LANDS

In respect of any part of the Mortgaged Land which at any time is agricultural or pastoral land, the Mortgagor must:

- (a) in a proper and efficient manner cultivate, manage, and maintain the land, clear and keep cleared from the land all noxious growths, erect and keep in repair any necessary rabbit-proof or other fencing, and keep the land free from rabbits or other noxious animals, insects, infestations or diseases;
- (b) on request by the Mortgagee, execute in favour of the Mortgagee a lien or charge in form and substance specified by the Mortgagee over every present and future crop of agricultural or horticultural produce on the Mortgaged Land as further security for the Secured Money;



- (c) not grant any Security Interest to any other person over any crop or produce on the Mortgaged Land without the Mortgagee's prior written consent; and
- (d) not dispose of, deal with or part with possession of a quota for the production or sale of any crop or produce capable of being produced on the Mortgaged Land without the Mortgagee's prior consent and not do or permit to be done anything which might cause any such quota to be forfeited, surrendered, or reduced.

7. CROWN LANDS

This clause applies if the Mortgaged Land at any time is subject to Crown Lands legislation or similar title arrangement (the **Crown Lands**).

- (a) The Mortgagor must from time to time apply for and do whatever may be necessary to procure the renewal of leases or licenses or enforce any right of purchase or pre-emption relating to the Mortgaged Land.
- (b) So far as the law permits, the Mortgagor must convert or join with the Mortgagee in converting any of the Mortgaged Land into freehold or into any other form of tenure required by the Mortgagee.

8. LICENCES

This clause applies if any licences under any statutes are held or required to be held by or on behalf of the Mortgagor in connection with the Mortgaged Land or any business conducted on the Mortgaged Land.

- (a) The Mortgagor must conduct or cause to be conducted on the Mortgaged Land the business in respect of which the Mortgaged Land is licensed in conformity with all statutes, rules, regulations, and by-laws and in a proper and businesslike way.
- (b) The Mortgagor must obtain all licences and renewals of licences necessary or desirable in relation to the conduct of the business, transfer the licences or any of them to the Mortgagee or its nominee, by way of mortgage or charge, if and when required by the Mortgagee, and not apply for or permit the removal of any licence to any other premises without the Mortgagee's prior written consent.
- (c) Without limiting the grant of any other power of attorney in the Mortgage, the Mortgagor hereby irrevocably appoints the Mortgagee and the Mortgagee's directors, secretaries, and managers from time to time jointly and severally its attorney to execute any document or do any act which may be necessary or expedient for the purpose of maintaining, renewing, or transferring any of the licences.
- (d) The Mortgagor must not transfer, charge, vary, forfeit, surrender, or deal with the licences in any way or permit any transfer, charge, variation, forfeiture, surrender, or dealing with the licences in any way without obtaining the Mortgagee's prior written consent.
- (e) The Mortgagor must promptly give written notice to the Mortgagee of anything which materially affects or may materially affect any of the licences and without limitation any summons and/or conviction relating to the licensee.
- (f) The Mortgagor on demand must provide to the Mortgagee evidence of the currency of the licences and the payment of all licence fees.
- (g) The Mortgagor must duly and promptly comply with any notices issued by any competent authority in respect of the licences.



9. MORTGAGOR TO PERFORM WORKS

This clause applies if any Works are proposed or undertaken on the Mortgaged Land.

- (a) The Mortgagor must not effect any Works without the prior written consent of the Mortgagee other than repairs and maintenance and urgent Works to preserve the safety of the improvements on the Mortgaged Land.
- (b) The Mortgagor must obtain all relevant approvals before conducting any Works.
- (c) The Mortgagor expeditiously and without intermission must erect and complete any Works on the Mortgaged Land before the expiration of the period, if any, specified by the Mortgagee in accordance with the best skills and practices to the satisfaction of the Mortgagee, in accordance with plans and specifications approved by the Mortgagee, and in accordance with the requirements of the responsible municipal authority and any Government Agency having jurisdiction or control in relation to the Works.
- (d) The Mortgagor must:
 - (i) pay any money due to any person in connection with the Works as it becomes due;
 - (ii) pay to the Mortgagee on demand any professional and consultancy costs incurred by the Mortgagee in obtaining any advice and information which the Mortgagee thinks appropriate in relation to the Works and their value;
 - (iii) obtain any certificates in relation to the Works from local authorities and the like which the Mortgagee requires from time to time;
 - (iv) provide to the Mortgagee any information in relation to the Works which the Mortgagee requires from time to time (including without limitation any building contracts, builder's licences, and the like);
 - (v) not contract with any person in relation to the Works without the Mortgagee's prior written consent;
 - (vi) not vary, rescind or terminate any contract with any person in relation to the Works without the Mortgagee's prior written consent; and
 - (vii) not alter the approved plans and/or specifications in respect of the Works without the Mortgagee's prior written consent.
- (e) If the Mortgagee requires the Mortgagor must procure the builder and any design consultant to enter into a side agreement with the Mortgagee and the Mortgagor containing such provisions as the Mortgagee requires including, without limitation, that:
 - (i) the builder or the design consultant will not terminate, rescind or vary the building or design contract without giving the Mortgagee notice;
 - (ii) the builder or the design consultant will not terminate the building or design contract because of any default by the Mortgagor if the Mortgagee undertakes to pay for work done subsequent to the default subject to verification by its own consultants; and
 - (iii) if required by the Mortgagee, the builder or the design consultant will by way of novation of the building or design contract enter into a new building or design contract with the Mortgagee or its nominee at the same price and upon the same terms.

- (f) The Mortgagor must before commencing any Works lodge with the Mortgagee a copy of all plans and specifications for the Works together with evidence of all necessary consents and approvals. The Mortgagor must procure that the author of those plans in writing licenses the Mortgagee to use them and grant sub-licences in connection with the exercise of any of its powers under the Mortgage.
- (g) The Mortgagor must ensure that workers' compensation insurance and any other insurances required by law in relation to the carrying out of the Works are effected and maintained by the person responsible.
- (h) The Mortgagor must not pay over any retention under the building contract in relation to any Works without the Mortgagee's consent.
- (i) The Mortgagor assigns to the Mortgagee the benefit of all warranties in relation to any goods fixed to the Mortgaged Land in the course of carrying out the Works.

10. DEFAULT

10.1 Events of default

If any one or more of the following events occur an Event of Default at the Mortgagee's option will have occurred. A determination by the Mortgagee in its absolute discretion that any one or more of the events below has occurred will be final and binding on the Mortgagor.

- (a) There is default (other than by the Mortgagee) in the performance of any term, covenant, agreement, or condition contained in or implied by the Mortgage or any Collateral Documents.
- (b) Any indebtedness or obligation of the Mortgagor to any person including the Mortgagee is not paid, met, or satisfied when due or becomes due and payable before its specified maturity or any creditor of the Mortgagor becomes entitled to declare any indebtedness of the Mortgagor due or the Mortgagor defaults under any charge or security in favour of any person.
- (c) An Insolvency Event occurs.
- (d) The Mortgagor ceases or threatens to cease to carry on its business or a material part of its business or disposes of or threatens to dispose of substantially all of its assets.
- (e) If the Mortgagor is an individual, the Mortgagor dies or is made or declared bankrupt or becomes incapable of managing its own affairs or is jailed.
- (f) There is any change in ownership or control of the Mortgagor or any company of which the Mortgagor is a Subsidiary.
- (g) Any action is initiated by any competent authority with a view to striking the Mortgagor's name off any register of companies.
- (h) Where the Mortgagor's shares are at any time listed on any stock exchange, the listing is suspended or revoked and the suspension or revocation remains in force for a period greater than 14 days.
- (i) Any distress or execution is levied or enforced against any of the Mortgagor's assets or property.
- (j) The Mortgagor or any person on behalf of the Mortgagor breaches any undertaking at any time given to the Mortgagee or its solicitors or any condition imposed by the Mortgagee in agreeing to anything.



14 of 28

- (k) The Mortgagor is unable to pay its debts as they fall due or is unable to certify that it is able to pay its debts as they fall due, commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness, or enters or proposes to enter into any arrangement or composition with its creditors.
- (l) In the Mortgagee's opinion there is a material adverse change in the Mortgagor's financial condition.
- (m) The Mortgagor reduces its issued capital or attempts to do so without the Mortgagee's prior written consent.
- (n) The Mortgagor changes its constitution without the Mortgagee's prior written consent.
- (o) The Mortgagor commits an offence under the Corporations Act.
- (p) The Mortgagor does any of the things contemplated by Part 2B.7 (changing company type), Part 2J.2 (self acquisition and control of shares) or Part 2J.3 (financial assistance in respect of shares) of the Corporations Act, or varies in any way the rights or obligations attached to shares in the Mortgagor without the Mortgagee's prior written consent.
- (q) Any of the events in sub-clauses (b) to (p) inclusive occur to any Guarantor.
- (r) Any representation, warranty, reply to requisition, or any financial or other information provided to the Mortgagee in connection with the Mortgage is or becomes untrue, false, or misleading.
- (s) Any of the following occurs in respect of a partnership which is a Mortgagor:
 - (i) the dissolution of the partnership;
 - (ii) any application to a court is made for the dissolution of the partnership; or
 - (iii) any change to the partnership without the Mortgagee's consent.
- (t) All or any part of the Mortgage or any Collateral Documents becomes void, illegal, invalid, unenforceable, or of limited or of reduced force, effect, or value.
- (u) Any default occurs under any Collateral Documents or Encumbrance.
- (v) In the Mortgagee's opinion the value of the Mortgaged Land is diminished or the Mortgaged Land or any part of it is in danger.
- (w) The amount secured by any Encumbrance over the Mortgaged Land is increased without the Mortgagee's prior written consent.
- (x) If the Mortgaged Land at any time comprises a lot in a Strata Scheme (as defined in clause 4) and without the Mortgagee's prior written consent:
 - (i) the owners corporation passes any resolution to vary, amend, or terminate the Strata Scheme or to deal with the common property (or if a strata leasehold lot, the lease of the common property) in any way;
 - (ii) the owners corporation institutes any proceedings against the Mortgagor;
 - (iii) the by-laws of the Strata Scheme are amended;
 - (iv) adequate insurance is not maintained by the owners corporation;



- (v) there is any alteration, subdivision, consolidation, conversion, sale, charging, creation or release of an easement, restriction as to user, or other dealing with respect to the common property in the Strata Scheme;
 - (vi) the owners corporation transfers or leases any part of the common property comprised in the Strata Scheme or grants an easement or restrictive covenant over the whole or any part of the common property;
 - (vii) an order is made for the reallocation of unit entitlements among the lots;
 - (viii) anything occurs in relation to the lot or the Strata Scheme which adversely affects the security constituted by the Mortgage; or
 - (ix) the building containing the lot is substantially damaged or destroyed.
- (y) If the Mortgaged Land at any time is part of a Community Scheme (as defined in clause 5) and without the Mortgagee's prior written consent:
- (i) the Community Scheme institutes any proceedings against the Mortgagor;
 - (ii) the by-laws of the Community Scheme are amended;
 - (iii) adequate insurance is not maintained by the Community Scheme;
 - (iv) there is any alteration, subdivision, consolidation, conversion, sale, charging, creation or release of an easement, restriction as to user, or other dealing with the community property;
 - (v) anything occurs in relation to the Community Scheme which adversely effects the security constituted by the Mortgage;
 - (vi) the Community Scheme is terminated; or
 - (vii) any development contract directly or indirectly affecting the Mortgaged Land is terminated or varied.

10.2 Rights on default

Despite any other provision of the Mortgage, at any time after an Event of Default occurs how and when the Mortgagee in its absolute discretion decides, the Mortgagee may sign anything and do anything the Mortgagee considers appropriate to recover the Secured Money and deal with the Secured Assets. Without limiting the rights specified in the last sentence, the Mortgagee may do any one or more of the following.

- (a) Demand and require immediate payment of the Secured Money.
- (b) Exercise any right, power, or privilege conferred by law, equity, the Mortgage, or any of the Collateral Documents.
- (c) Eject occupants from, enter or otherwise take possession of, and withdraw from possession of the Mortgaged Land.
- (d) Sell, assign, transfer, dispose, exchange, barter, and grant options in respect of the Secured Assets. The Mortgagee may sell the Secured Assets in one line or by separate lots in any manner and on any terms and conditions the Mortgagee thinks fit including terms as to payment of the whole or any part of the purchase money either with or without interest, and either with or without taking security. If the Mortgagee deals with the Secured Assets so that money is received by the Mortgagee in





instalments, the money will be credited to the Mortgagor only when actually received by the Mortgagee irrespective of when title to any of the Secured Assets is transferred.

- (e) Rescind, vary, or complete any contract for sale of the Mortgaged Land.
- (f) Lease, license, or otherwise part with possession of the Mortgaged Land for any term the Mortgagee thinks fit, accept or purchase surrenders of any leases or licences, and make arrangements, concessions, or compromises with any occupants of the Mortgaged Land. The arrangements may contain options to renew or purchase. No legislation operates to restrict or limit any lease by the Mortgagee under this clause.
- (g) Provide services and apparatus to all or any of the occupants of the Mortgaged Land either exclusively or in common with other occupants.
- (h) Appoint in writing any person or any two or more persons jointly and/or severally to be a Receiver or agent of the Mortgagee of the whole or any part of the Mortgaged Land whether or not a Receiver has previously been appointed.
- (i) Conduct any business on the Mortgaged Land and exercise any powers of a receiver whether or not a Receiver has been appointed.
- (j) Do anything the Mortgagee thinks advisable to obtain income and returns from the Mortgaged Land.
- (k) Perform any one or more of the Mortgagor's obligations under the Mortgage.
- (l) Repair, cleanse, repaint, demolish, rebuild, alter, or add to the Mortgaged Land and construct or complete new improvements on the Mortgaged Land.
- (m) Prepare plans and specifications and obtain approvals from any competent authority.
- (n) Subdivide, convert to strata title, convert to community title, convert to torrens title, or consolidate the Mortgaged Land, create any easements or covenants affecting or in favour of the Mortgaged Land, and/or effect any works the Mortgagee thinks fit for those purposes.
- (o) Either with or without giving or receiving any money for it, surrender, dedicate, or transfer the Mortgaged Land to the Crown or any competent authority, and/or exchange lands with any person.
- (p) Acquire any additional land of any tenure for development, sale, or lease in conjunction with the Mortgaged Land.
- (q) Remove any chattels or fixtures from the Mortgaged Land and dispose of, sell, or otherwise deal with them with or without receiving any money.
- (r) Employ and engage persons to exercise any or all of the rights conferred on the Mortgagee by the Mortgage and dismiss those persons.
- (s) Pay out any money owing to any person for any chattels, fixtures, or other improvements on the Mortgaged Land.
- (t) Terminate any facilities secured by or provided under the Mortgage.
- (u) Perform, observe, carry out, enforce, vary, or rescind any contracts, obligations, or rights of the Mortgagor in respect of the Secured Assets.
- (v) Collect the rents, enter on, take possession of, and manage the Mortgaged Land and the Mortgagee in addition to other expenses will be entitled to charge collection fees at the rate of 10% per annum of the rents of the Mortgaged Land.



10.3 Negation of restrictions

Any restriction, requirement for notice, or effluxion of time stipulated or required by any statute is negated so far as is lawful. The Mortgagee need not give notice to the Mortgagor before exercising a right, power, or remedy under the Mortgage unless notice is required by a statutory provision which cannot be excluded. Where a statutory provision stipulates that notice must be given then if no period of notice is prescribed, one day is fixed as the requisite period.

10.4 Mortgagee can exercise all its rights

The Secured Money may be recovered by the Mortgagee exercising its rights under the Mortgage, any Collateral Documents, or any of them without prejudice or reference to the Mortgagee's rights under any other document.

10.5 Additional rights on default relating to Works

- (a) If in the Mortgagee's opinion the Works are not proceeding satisfactorily or if there has been an Event of Default, then the Mortgagee may (but without any obligation to do so and without any liability to account as mortgagee in possession or otherwise) in addition to the other rights, powers, and remedies enter on the Mortgaged Land and:
- (i) erect, complete, and/or demolish (wholly or partly) the Works or improvements either in accordance with the approved plans and/or specifications or otherwise as the Mortgagee thinks fit and either in its own name or as attorney for the Mortgagor;
 - (ii) increase or reduce the size of the Works;
 - (iii) continue or discontinue contracts and/or contract with existing subcontractors and like persons;
 - (iv) call for and accept any tender;
 - (v) pay, contract with, or employ any architect, contractor, or person;
 - (vi) use or cause to be used any materials or property on the Mortgaged Land.
- (b) The Mortgagee may elect not to complete the Works and may sell the Mortgaged Land in its existing state and condition.

10.6 Receiver

Where a Receiver has been appointed the following applies.

- (a) The Mortgagee may remove or terminate the appointment of any Receiver and if the office becomes vacant appoint a new Receiver.
- (b) The Mortgagee may fix the remuneration of the Receiver.
- (c) The Receiver will comply with the directions given from time to time by the Mortgagee but at all times and for all purposes will be deemed to have been acting as the Mortgagor's agent.
- (d) The Mortgagor indemnifies and must keep indemnified the Receiver and the Mortgagee against any act, claim, demand, suit, or other liability arising out of or because of any act, omission, or default by the Receiver.

- (e) Every Receiver may do anything the Receiver considers appropriate to recover the Secured Money and deal with the Secured Assets. Without limitation, the Receiver may do any on or more of the following.
- (i) Exercise any of the powers conferred on the Mortgagee by the Mortgage, any Collateral Documents, or otherwise conferred on a receiver by law.
 - (ii) Borrow or raise money (including from the Mortgagee) for the exercise of any of the Receiver's powers and secure any money so borrowed by mortgage or charge over the Secured Assets.
 - (iii) Give effectual receipts for all money and other assets which may come into the Receiver's hands.
 - (iv) Institute, prosecute, and defend proceedings at law, in equity, or in bankruptcy in the Mortgagor's name or otherwise.
 - (v) Make any arrangement or compromise which the Receiver thinks expedient in the Mortgagee's interest.
 - (vi) With the Mortgagee's prior written consent delegate to any person for any time or times that the Mortgagee approves any of the powers conferred on the Receiver under the Mortgage.
 - (vii) Pay the Receiver's costs, fees, and expenses out of the income of the Mortgaged Land or the business conducted on the Mortgaged Land.

10.7 Protection of third parties

It is not necessary for any person claiming under or through the exercise of any of the Mortgagee's powers or the Receiver to enquire into the propriety or regularity of the exercise of the power.

10.8 Other charges

The Mortgagee may at any time after default pay to any mortgagee or encumbrancee of any or all of the other Security Interests over the Secured Assets the whole or any part of the amount owing to those mortgagees or encumbrancees. Any money so paid will form part of the Secured Money. The Mortgagee may obtain and accept a transfer, release, or discharge by any mortgagee or encumbrancee of the securities held by it.

10.9 Exercise of powers

The Mortgagee and the Receiver may exercise any of the powers under the Mortgage:

- (a) whether or not in conjunction with any other property;
- (b) despite any variation or partial discharge or other dealing with the Mortgage or any other security for the Secured Money;
- (c) despite any omission, neglect, delay; and
- (d) without liability for loss or the need to account as mortgagee in possession.

Neither the Mortgagee nor any Receiver appointed under the Mortgage will be liable to the Mortgagor for any exercise or attempted exercise of any right, or any failure or delay to exercise any right or remedy under the Mortgage.



11. TRUSTS

11.1 Mortgagor liable as trustee of the trust and in its own right

The Mortgagor has entered the Mortgage on its own behalf and as trustee of the Trust. In addition to the Mortgagor's own assets, all the assets both present and future of the Trust will be available to satisfy the Mortgagor's obligations under the Mortgage. The Mortgagor hereby charges to the Mortgagee the Mortgagor's right of indemnity out of the Trust's assets. This clause does not affect the Mortgagor's liability in its personal capacity.

11.2 Trust warranties by the Mortgagor

The Mortgagor warrants as follows.

- (a) All of the powers and discretions conferred by the deed establishing the Trust are capable of being validly exercised by the Mortgagor as trustee and have not been varied or revoked and the Trust is a valid and subsisting trust.
- (b) The Mortgagor is the sole trustee of the Trust and has full and unfettered power under the terms of the deed establishing the Trust to mortgage the Trust's assets.
- (c) This document is being executed and entered into as part of the due and proper administration of the Trust and for the benefit of the beneficiaries of the Trust.
- (d) No restriction on the Mortgagor's right of indemnity out of or lien over the Trust's assets exists or will be created or permitted to exist and that right of indemnity will have priority over the right of the beneficiaries to the Trust's assets.

11.3 Restrictions on trust's activities

The Mortgagor must not permit without the Mortgagee's prior written consent:

- (a) any resettlement, appointment, or distribution of the capital of the Trust;
- (b) any retirement or replacement of the trustee or any appointment of a new trustee of the Trust;
- (c) any amendment to the deed establishing the Trust;
- (d) any charging of any of the Trust's assets;
- (e) any breach of the provisions of the deed establishing the Trust;
- (f) any termination of the Trust or variation of the vesting date; or
- (g) if the Trust is a unit trust, any transfer of, or dealing with the units.

If any of the above occur, the Mortgagor must inform the Mortgagee promptly.

12. GENERAL PROVISIONS

12.1 Costs and expenses

The Mortgagor must pay the Mortgagee on demand:

- (a) the Mortgagee's costs, charges and expenses in connection with the negotiation, preparation, execution, stamping and registration of the Mortgage; and



DAA0771-19-8

- (b) the Mortgagee's costs, charges and expenses in connection with any consent, or any exercise or non-exercise of rights (including those arising from any Event of Default); and
- (c) any stamp duty, loan duty or other duty including duties and taxes on receipts or payments including fines or penalties in relation to the Mortgage or the Collateral Documents; and
- (d) including in each case:
 - (i) the Mortgagee's reasonable internal administration costs;
 - (ii) legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is higher.

The Mortgagee may debit to the Mortgagor's account any amounts described in this clause with effect from the date they are incurred by the Mortgagee whether or not the Mortgagee has demanded payment.

12.2 GST

If any payment made to the Mortgagee pursuant to or relating to the Mortgage constitutes consideration for a taxable supply for the purposes of GST, the amount to be paid for the supply will be increased so that the net amount retained by the Mortgagee after payment of that GST is the same as if the Mortgagee was not liable to pay GST in respect of that supply.

12.3 Notices

- (a) Any notice or statement to be given or demand to be made on the Mortgagor under the Mortgage:
 - (i) will be effectively signed on behalf of the Mortgagee if it is executed by the Mortgagee, any of its officers, its solicitor, or its attorney;
 - (ii) may be served by being delivered personally to, by being left at, or by being posted in a prepaid envelope or wrapper to, the Mortgagor's address specified in the Mortgage or the Mortgagor's registered office, place of business, or residence last known to the Mortgagee, or by being sent to the Mortgagor by facsimile transmission.
- (b) A demand or notice if:
 - (i) posted will be deemed served five days after posting;
 - (ii) sent by facsimile transmission will be deemed served on conclusion of transmission.
- (c) Service by any of these methods will be valid and effectual even though the Mortgagor does not receive the document or if the document is returned to the Mortgagee through the post unclaimed.

12.4 Waiver

No failure to exercise and no delay in exercising the Mortgagee's rights, powers, or privileges under the Mortgage operates as a waiver. No waiver of the Mortgagee's rights, powers, or privileges under the Mortgage is effective unless made in writing.

The Mortgagee may exercise all of its rights at any time and more than once.

12.5 Mortgagee's certificate

A certificate signed by or on behalf of the Mortgagee as to a matter or as to an amount payable to the Mortgagee in connection with the Mortgage is conclusive and binding on the Mortgagor as to the amount stated in it or any other matter of a factual nature.

12.6 Governing law

The Mortgage is governed by and construed in accordance with the law for the time being in force in the place where the Mortgaged Land is located. The Mortgagor will submit to the non-exclusive jurisdiction of the courts of that place.

12.7 Payments

All money payable by the Mortgagor under the Mortgage must be paid in cleared funds without set-off or counter-claim and free of all deductions as and where the Mortgagee directs on or before 12.00 noon local time on the due date or if none on demand. Payments will be credited to the Mortgagor only when actually received by the Mortgagee. The Mortgagee will have an absolute discretion (without the need to communicate its election to anyone) to apply at any time any payment received by it in reduction of any part of the Secured Money it elects. Any surplus money received by the Mortgagee will not carry interest and may be paid by the Mortgagee to the credit of an account in the Mortgagor's name in any bank the Mortgagee thinks fit including the Mortgagee or to any person entitled to that money in priority to the Mortgagor.

12.8 Assignment

The Mortgagee may assign, novate, or participate all or any of its rights and/or obligations under the Mortgage and/or, any Collateral Documents. The Mortgagor must execute all documents which in the Mortgagee's opinion are reasonably necessary for those purposes. The Mortgagor must not assign, novate, transfer, or deal with its rights or obligations under the Mortgage or any Collateral Documents.

12.9 Disclosure

The Mortgagee may disclose to a potential assignee, novatee, participant, or any other person information about the Mortgagor, the Secured Assets, the Mortgage, and any Collateral Documents.

12.10 Consent

Any authority, consent, or other thing to be given, made, or exercised by the Mortgagee under the Mortgage may be done, given, or made how and when the Mortgagee decides and on such terms and conditions as the Mortgagee considers appropriate.

12.11 Severability

If any term, agreement, or condition of the Mortgage or the application of any term, agreement, or condition of the Mortgage to any person or circumstance is or becomes illegal, invalid, or unenforceable in any jurisdiction it will be severed and none of the remaining terms, agreements, or conditions will be affected. The application, validity, or enforceability of the severed term, agreement, or condition in any other jurisdiction will not be affected.



12.12 Other securities

The Mortgage will not merge with, discharge, extinguish, postpone, or prejudice any other security or right held by the Mortgagee and no other security or right will affect the Mortgage.

12.13 Set-off

In addition to any other right of set-off of the Mortgagee, after an Event of Default occurs the Mortgagee may without notice combine, consolidate, or merge any or all of the Mortgagor's accounts conducted with the Mortgagee and may set-off the Secured Money against them, even though those accounts and the Secured Money are not in the same currency. The Mortgagee may effect any currency conversion necessary or desirable for that purpose. The Mortgagee need not allow any set-off between the Secured Money and any credit balance of any account conducted with the Mortgagee by any person.

12.14 Interest on judgment

If a liability under the Mortgage becomes merged in a judgment or order then the Mortgagor as an independent obligation must pay interest to the Mortgagee on the amount of that liability from the date it becomes payable until it is paid both before and after the judgment or order despite the bankruptcy or insolvency of the Mortgagor at a rate being the higher of the rate payable under the judgment, order, bankruptcy, or insolvency and the rate payable on the Secured Money.

12.15 No representations to mortgagor

The Mortgagor does not execute the Mortgage as a result or because of any promise, representation, statement, or information of any kind given or offered by or on behalf of the Mortgagee whether in answer to any enquiry by or on behalf of the Mortgagor or not.

12.16 Liability of mortgagor not affected

The Mortgage and the Mortgagor's liability under the Mortgage will not be terminated or affected by any change in the legal capacity, rights, obligations or liability of any person including any change to the members of a partnership or joint venture. The Mortgagee at its discretion may discontinue all or any transactions with the Mortgagor and without limitation may decline to pay any cheques, make advances, or meet any obligations to, for, or on account of the Mortgagor without notice to the Mortgagor on receipt of notice of death of the Mortgagor or any change in the legal capacity, rights, obligations or liability of the Mortgagor.

12.17 Statutes

So far as is lawful, the provisions of all statutes and regulations at any time operating directly or indirectly to:

- (a) lessen, modify, or affect the Mortgagor's obligations in favour of the Mortgagee; or
- (b) stay, postpone, or otherwise prevent or prejudicially affect the exercise of all or any of the Mortgagee's rights, powers, and remedies conferred by the Mortgage,

are negated and excluded from and will not apply to the Mortgage or any renewal or extension of it. All powers, rights, and remedies conferred on the Mortgagee or any Receiver by law, in equity, or by any statute will be in addition to those contained in the Mortgage and will not curtail, diminish, or qualify any of them.



12.18 Attorney

The Mortgagor for valuable consideration hereby irrevocably appoints the Receiver, the Mortgagee, and the Mortgagee's directors, secretaries, and managers, from time to time jointly and severally as its attorney to:

- (a) sign anything and to do anything on behalf of and in the name of the Mortgagor to perfect the Mortgage;
- (b) delegate its powers to any person and revoke any delegation;
- (c) at any time after an Event of Default occurs to sign anything and to do anything in relation to the Secured Assets as the attorney thinks fit and do anything the Mortgagor may lawfully authorise an attorney to do in relation to the Secured Assets.

In the exercise of these powers the attorney may exercise and perform any power, authority, duty, or function as a trustee conferred or imposed on the Mortgagor, and to confer a benefit on the Mortgagee.

12.19 Mortgagee's priority

The Mortgage confers on the Mortgagee priority over any subsequent security over the Mortgaged Land for the Secured Money even though the whole or any part of that money may be advanced, re-advanced, or made available after the date of the Mortgage or after the date of any subsequent security. The Mortgage operates as a continuing security even though at any time the Mortgagor's account with the Mortgagee is in credit. The Mortgagee's rights under the Mortgage will not be discharged, postponed, or in any way prejudiced by any subsequent security. The Mortgagee in its discretion may retain this security while payment of the Secured Money is liable to be avoided under any law relating to insolvency.

12.20 No release

Despite any payout figure quoted or other form of account stated by the Mortgagee, no full or partial discharge of the Mortgage will operate to any extent as a discharge or release of any Collateral Documents and any discharge or release will be without prejudice to all of the Mortgagee's rights and remedies against the Mortgagor personally or any other person for any money which may be found to be due to the Mortgagee.

12.21 Covenants continue

The Mortgagor's obligation to perform all the terms of the Mortgage will not be affected by any omission, delay, or waiver by the Mortgagee in requiring the Mortgagor to perform them or by any partial or other discharge, release, or variation of the Mortgage, or any Collateral Documents.

12.22 Financial statements

The Mortgagor must provide to the Mortgagee promptly after they become available but in any event within 120 days of the end of each financial year the accounts of the Mortgagor in relation to the preceding financial year. The accounts must be prepared in accordance with generally accepted accounting principles consistently applied and the laws of the domicile of the Mortgagor respectively. In relation to an entity other than an individual, "account" means a balance sheet and profit and loss account signed and certified and, if required by the Mortgagee, audited. In relation to an individual, "account" means a certified assets, liabilities, and income statement.



The Mortgagor on the Mortgagee's request at any time and within 14 days after that request must provide to the Mortgagee any information the Mortgagee reasonably requires relating to the business assets and affairs of the Mortgagor.

12.23 Possession of title deeds

Until the whole of the Secured Money has been paid to it, the Mortgagee will be entitled to possession of all documents of title and all lease and other documents requested by the Mortgagee relating to the Secured Assets (unless the documents are held by another person to which the Mortgagee has consented).

12.24 Chattels

All fittings and fixtures installed on the Mortgaged Land are deemed, as between the Mortgagor and Mortgagee, to be fixtures to the Mortgaged Land and are included in the Secured Assets. The Mortgagor must not remove those fixtures and fittings from the Mortgaged Land without the Mortgagee's prior written consent. The Mortgagor hereby assigns to the Mortgagee all of the Mortgagor's rights under any hire purchase or other agreement for the purchase or hire of property situated on the Mortgaged Land so that the Mortgagee may at any time acquire the property by purchase or payment of the balance at that time owing to the owner of the goods and any money so paid will form part of the Secured Money. The Mortgagor must duly observe and perform all the terms, covenants, and conditions contained in any hire purchase agreement or other agreement.

12.25 Valuation

- (a) The Mortgagee may obtain (at the Mortgagor's cost and expense) an independent sworn valuation of the Mortgaged Land whenever and as often as it decides.
- (b) The Mortgagor must pay to the Mortgagee on demand the amount of any valuation fees or expenses incurred by the Mortgagee. Any inspection, valuation, report, opinion, or certificate made or received by the Mortgagee will be for the Mortgagee's information and purpose alone.
- (c) The Mortgagee is under no obligation to disclose to anybody the contents or effect of any valuation or document or any adverse matter or opinion contained in any valuation or document.
- (d) If the contents of any of those documents become known to the Mortgagor, the Mortgagor should not rely on them for any purpose, and the Mortgagee will not under any circumstance be liable for any matter contained in any of them.

12.26 Bargaining power

The parties acknowledge that before entering the Mortgage:

- (a) each party could negotiate for the alteration or rejection of any of the provisions of the Mortgage;
- (b) there was no material inequality in bargaining power between the parties;
- (c) each party had consulted or had the opportunity to consult independent legal advisers.



12.27 Consumer legislation

To the extent that the Mortgage relates to money due under any contract or transaction regulated by Consumer Legislation, any provisions which do not comply with that legislation have no effect and the Mortgage will only impose obligations authorised by that legislation.

13. DEFINITIONS AND INTERPRETATIONS

13.1 Definitions

In the Mortgage unless the context otherwise requires:



Collateral Documents means:

- (a) any present or future loan agreement, mortgage, bond, charge, guarantee, or other document under which the Mortgagor either alone or together with any other person agrees with the Mortgagee in any way;
- (b) any document under which the Mortgagor either alone or with any other person agrees to pay money to the Mortgagee;
- (c) any document which is agreed to be collateral to the Mortgage or is specified as collateral in the Mortgage; and
- (d) any other security given to the Mortgagee to secure the Secured Money;

Consumer Legislation means the Consumer Credit Code and any similar legislation regulating consumer credit, consumer rights, consumer contracts, or restricting the terms of or invalidating securities given to support financial obligations;

Controller means an administrator, receiver, receiver and manager, trustee, provisional liquidator, liquidator, or any other person holding or appointed to an analogous office or acting or purporting to act in an analogous capacity whether pursuant to any statute, the order or authority of any court or other Government Agency, a Security Interest, or otherwise;

Encumbrance means any:

- (a) right in a person other than the Mortgagor to take something from the land (known as a profit a prendre), easement, public right of way or restrictive or positive covenant; or
- (b) equity, interest, garnishee order or writ of execution; or
- (c) lease, licence to use or occupy, possession adverse to the Mortgagor, permit or authority; or
- (d) Security Interest, right of set-off, assignment of income or monetary claim,

or any agreement to create any of them or allow them to exist;

Event of Default means any of the events described in clause 10 of this document;

Government Agency means a government or government department, a governmental, semi-governmental or judicial person or a person (whether autonomous or not) charged with the administration of any applicable law;

GST means any tax, levy, charge or impost implemented under the A New Tax System (Goods and Services Tax) Act (**GST Act**) or an Act of the Parliament of the Commonwealth of Australia substantially in the form of, or which has a similar affect to, the GST Act;

Guarantor means any person who at any time guarantees to the Mortgagee the payment of all or any part of the Secured Money;

Insolvency Event means the happening of any of the following events:

- (a) an application is made to a court for an order or an order is made appointing a liquidator, provisional liquidator in respect of the Mortgagor (or proceedings are commenced or a resolution passed or proposed in a notice of meeting for any of those things);
- (b) proceedings are initiated with a view to obtaining an order for the winding up or similar process of the Mortgagor, or an order is made or any effective resolution is passed for the winding up of the Mortgagor.
- (c) except to reconstruct or amalgamate while solvent on terms approved by the Mortgagee, the Mortgagor enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any class of its creditors;
- (d) a Controller is appointed to or over or takes possession of all or a substantial part of the assets or undertaking of the Mortgagor;
- (e) the Mortgagor is or is deemed or presumed by law or a court to be insolvent;
- (f) the Mortgagor takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to the Mortgagor;
- (g) anything analogous or having a substantially similar effect to any of the events specified above happens in respect of the Mortgagor under the law of any applicable jurisdiction; and
- (h) the Mortgagor commits an act of bankruptcy;

Mortgage means any mortgage which is expressed to incorporate the provisions of this memorandum and includes the provisions of this memorandum. If there is any conflict between the provisions of this memorandum and a mortgage incorporating the provisions of this memorandum, the provisions of that mortgage prevail;

Mortgaged Land means the whole of the land subject to the Mortgage and includes all buildings, fences, other structures, carpets, floor coverings, light fittings, blinds, curtains, building materials, plant, machinery, fixtures, and fittings of any nature at any time on the Mortgaged Land, any water rights, permissive occupancies, leases, or licences adjoining or relating to that land, and includes any part of them;

Receiver means jointly and severally any person appointed by the Mortgagee as a receiver, manager, or receiver and manager;

Related Body Corporate has the same meaning given by the Corporations Act;

Secured Assets means:

- (a) the Mortgaged Land;
- (b) any contract or agreement in relation to the Mortgaged Land including any agreement or option for sale, leasing, or use of the Mortgaged Land and any contract in relation to Works on the Mortgaged Land;
- (c) all income derived from the Mortgaged Land;



DAA0771-26-4

- (d) the Mortgagor's right to receive any money in respect of the Mortgaged Land; and
- (e) any business conducted by the Mortgagor on the Mortgaged Land.

Secured Money means all money (and any part of that money) which directly, indirectly, contingently, or otherwise at any time is or becomes due by the Mortgagor (whether alone or not) to the Mortgagee for any reason and includes any money due:

- (a) pursuant to the Mortgage or a Collateral Document;
- (b) to any person on whose behalf the Mortgagee holds the Mortgage;
- (c) on any guarantee, bond, account, document, negotiable instrument, or other instrument;
- (d) because of anything by which the Mortgagee is or becomes in any manner a creditor of the Mortgagor;
- (e) on account of any person on the order, request, or under the authority of the Mortgagor;
- (f) arising from anything done or omitted to be done by the Mortgagor which gives rise to a payment, expense, or loss by the Mortgagee;
- (g) because of the Mortgagee drawing, accepting, endorsing, paying, or discounting any order, draft, cheque, promissory note, bill of exchange, or other negotiable instrument on behalf of the Mortgagor;
- (h) under any bond, guarantee, letter of credit, or indemnity issued or given by the Mortgagee on behalf of the Mortgagor; and
- (i) interest or an amount in the nature of interest on all money described in this clause at the highest rate prescribed for that money or, if none, as determined by the Mortgagee;

Security Interest includes any mortgage, pledge, lien, charge, security, preferential interest, or arrangement of any kind with any creditor to have its claims satisfied in priority to other creditors with, or from the proceeds of, any asset. Security Interest also includes any retention of title other than in the ordinary course of day to day trading and it includes a deposit of money by way of security, but it excludes a charge or lien arising in favour of a Government Agency by operation of statute unless there is default in payment of money secured by that charge or lien;

Subsidiary has the meaning given by the Corporations Act;

Trust means each trust of which the Mortgagor is the trustee whether or not known to the Mortgagee including the trust, if any, specified in the Mortgage;

Works means any building, alteration, repair, subdivision, or other work on the Mortgaged Land and includes the work, if any, specified in the Mortgage.

13.2 Interpretation

In the Mortgage unless the context otherwise requires:

- (a) clause and subclause headings are for reference purposes only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;



28 of 28

- (d) reference to a person includes any other entity recognised by law and vice versa;
- (e) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (f) any reference to a party to the Mortgage includes its successors and permitted assigns;
- (g) any reference to any agreement or document includes that agreement or document as amended at any time;
- (h) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;
- (i) the expression **at any time** includes reference to past, present and future time and the performance of any action from time to time;
- (j) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (k) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally.



SALREST NO. 2 PTY LTD (ACN 112 995 178)

DEMAND AND NOTICE TO PAY

TO: DOMINION LIFESTYLE TOWER APARTMENTS PTY LTD (IN LIQUIDATION)
(In its own right and as trustee for the MICD Unit Trust)
ACN 102 850 000
C/- Worrells Solvency & Forensic Accountants
Level 12A
45 William Street
MELBOURNE VIC 3000

TAKE NOTICE that:

1. By agreements in writing dated 10 June 2004, 16 August 2004 and 7 March 2006 (**Loan Agreements**) between Capital Finance Australia Limited (ACN 069 663 136) (**CFAL**) and Dominion Lifestyle Tower Apartments Pty Ltd (in its own right and as trustee for the MICD Unit Trust) ACN 102 850 000 (**Dominion**), CFAL advanced monies to Dominion.
2. As security for the advances made by CFAL to Dominion under the Loan Agreements, Dominion mortgaged its entire interest and estate in the land and improvements situated at and known as 285-291 City Road, Southbank, Victoria (being the land and improvements more particularly described in the Schedule) pursuant to the Mortgage of Land in writing dated 6 September 2004 between CFAL (as mortgagee) and Dominion (as mortgagor) and registered at the Office of Titles, Melbourne as dealing number AD103846U (**Mortgage**).
3. By Deed of Assignment dated 30 January 2007 between CFAL (as assignor) and Salrest No. 2 Pty Ltd ACN 112 995 178) (**Salrest**) (as assignee), CFAL agreed to transfer and/or assign to Salrest absolutely all of the right, title and interest of CFAL in, amongst other things, the Loan Agreements and the Mortgage.
4. By Transfer of Mortgage dated 13 April 2007 between CFAL (as transferor) and Salrest (as transferee) and registered at the Office of Titles, Melbourne as dealing number AF241127P, the Mortgage was transferred to Salrest.
5. Dominion is (and remains) in default under the Mortgage in that:
 - (a) on or about 24 May 2006, CFAL made written demand on Dominion for the repayment all of the monies owing to CFAL pursuant to the Loan Agreements, which Dominion failed to pay in breach of clauses 2.3 and 10.1(a) of the Mortgage;

(b) in breach of clause 10.1(c) of the Mortgage, on or about 20 June 2006 Mark Francis Xavier Mentha and Craig Peter Shepard were appointed the joint and several receivers and managers of the Property; and

(c) in breach of clause 10.1(c) of the Mortgage, by order of the Federal Court of Australia made on 1 October 2009 in proceedings numbered VID 623 of 2009, Dominion was wound up in insolvency and Paul Andrew Burness of Worrells Solvency & Forensic Accountants was appointed as the liquidator of Dominion.

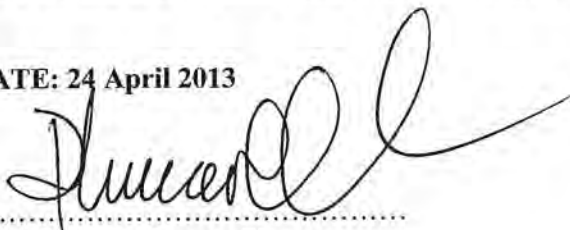
6. Pursuant to clause 10.1 of the Mortgage, Salrest **DETERMINES** that each of the events referred to in paragraph 5 above has occurred.

7. As a consequence of the events of default referred to in paragraph 5 above, all amounts owing by Dominion to Salrest under the Loan Agreements and the Mortgage became immediately due and payable and Salrest **HEREBY DEMANDS** that Dominion pay to Salrest within one (1) day after the date of the service of this demand the whole of the moneys owing by Dominion to Salrest under the Loan Agreements and the Mortgage.

8. As at 31 August 2012, the amount due, owing and payable by Dominion to Salrest and secured by the Mortgage was \$33,262,130.38 and interest, fees, costs, charges and expenses have continued to accrue on this amount from 31 August 2012. Payment of the amount demanded (including accrued interest, fees, costs, charges and expenses) may be made personally at the offices of Salrest, Level 1, 263 City Road, Southbank, Victoria 3006 (Att: James Maitland) or the solicitors for Salrest, Baker & McKenzie, Level 19 CBW, 181 William Street, Melbourne, Victoria 3000 (Att: Peter Lucarelli).

AND FURTHER TAKE NOTICE that if Dominion does not comply with this notice by paying the amount demanded (and accrued interest, fees, costs, charges and expenses) in full to Salrest within one (1) day after the date of the service of this notice, Salrest will, among other things, exercise its power of sale pursuant to the Mortgage and pursuant to the provisions of section 77 of the *Transfer of Land Act 1958* and sell the land and improvements the subject of the Mortgage.

DATE: 24 April 2013



Peter Michael Lucarelli
Partner, Baker & McKenzie
Solicitors and Authorised Agents for Salrest No. 2 Pty Ltd
ACN 112 995 178
Level 19, CBW
181 William Street
MELBOURNE VIC 3000

SCHEDULE

1. Lot 1 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 212.
2. Lot 51 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 213.
3. Lot 52 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 214.
4. Lot 53 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 215.
5. Lot 54 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 216.
6. Lot 55 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 217.
7. Lot 56 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 218.
8. Lot 61 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 219.
9. Lot 62 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 220.
10. Lot 63 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 221.
11. Lot 64 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 222.
12. Lot 65 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 223.
13. Lot 66 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 224.
14. Lot 71 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 225.
15. Lot 72 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 226.
16. Lot 74 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 228.
17. Lot 76 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 230.
18. Lot 83 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 233.

19. Lot 84 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 234.
20. Lot 86 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 236.
21. Lot 91 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 237.
22. Lot 93 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 239.
23. Lot 94 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 240.
24. Lot 95 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 241.
25. Lot 96 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 242.
26. Lot 101 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 243.
27. Lot 102 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 244.
28. Lot 103 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 245.
29. Lot 104 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 246.
30. Lot 105 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 247.
31. Lot 106 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 248.
32. Lot 112 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 250.
33. Lot 115 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 253.
34. Lot 116 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 254.
35. Lot 122 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 256.
36. Lot 123 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 257.
37. Lot 124 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 258.

38. Lot 125 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 259.
39. Lot 132 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 262.
40. Lot 133 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 263.
41. Lot 135 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 265.
42. Lot 136 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 266.
43. Lot 141 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 267.
44. Lot 142 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 268.
45. Lot 144 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 270.
46. Lot 145 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 271.
47. Lot 146 of Plan PS514192X, being the land more fully particularised in certificate of title volume 10939 folio 272.

CAVEAT

Section 89 Transfer of Land Act 1958

Lodged by:

Name: HOME WILKINSON LOWRY

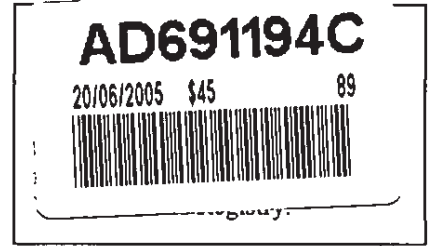
Phone: (03) 8633 7500

Address: Level 21, 570 Bourke Street

Melbourne

Ref: RMS:50663

Customer Code: 0985 X



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)*

Certificate of Title Volume 8202 Folio 506

Caveator: *(full name and address)*

GUARDIAN MORTGAGES PTY LTD A.C.N 100 105 904 of 19 Fernshaw Street, Thomastown, 3074

Estate or Interest claimed:

an interest as mortgagee

B

Grounds of claim:

Pursuant to a mortgage between the Caveator as Mortgagee and Registered Proprietor as Mortgagor dated 8 June 2005

Extent of prohibition: *(if not ABSOLUTELY delete and insert desired text)*

Absolutely save and except a transfer to the caveator or by the caveator's direction

Address in Victoria for service of notice: *(include postcode)*

Home Wilkinson Lowry of Level 21, 570 Bourke Street, Melbourne 3000

Dated: 20.06.05

Signature of caveator

OR

Signature of agent being a
Current Practitioner under the
Legal Practice Act 1996

OR

Signature of agent

Home Wilkinson Lowry
[Signature]

Roger Michael Stansfield
Level 21, 570 Bourke Street Melbourne
A Current practitioner
within the meaning of the
Legal Practice Act 1996.



DAD691194C-1-0

Approval No: 1311038A

STAMP DUTY USE ONLY

C



* Law Perfect Pty Ltd

THE BACK OF THIS FORM MUST NOT BE USED
Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

20-695

CAVEAT

Section 89 Transfer of Land Act 1958

Lodged by:

Name: Glass & Co Lawyers
Phone: 96024666
Address: 8/99 Queen St, Melbourne
Ref: 19
Customer Code: 2195



AE337893U

08/05/2006 \$606.20 89



The caveator claims the estate or interest 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: *(volume and folio reference)*

SEE ANNEXURE PAGE

Caveator: *(full name and address)*

FINCORP INVESTMENTS LIMITED ACN 098 838 549 of Level 29 Grosvenor Place, 225 George Street, SYDNEY NSW 2000

Estate of Interest claimed:

An interest as mortgagee

Grounds of claim:

An unregistered mortgage dated 4/5/06 ~~4/5/05~~ between Dominion Lifestyle Tower Apartments Pty Ltd ACN 102 850 000 as mortgagor and Fincorp Investments Limited ACN 098 838 549 as mortgagee.

Extent of prohibition: *(if not ABSOLUTELY delete and insert desired text)*

ABSOLUTELY

Address in Victoria for service of notice: *(include postcode)*

Hunt and Hunt Lawyers Level 26 360 Collins Street Melbourne Vic 3000

Dated:

Signature of caveator

or

Signature of agent being a current practitioner under the Legal Practice Act 1996

Or

Signature of agent

HELEN GLASS

Level 8, 99 Queen St. Melbourne 3000
An Australian Legal Practitioner (within the meaning of the Legal Profession Act 2004)

Approval No. 2275042A

STAMP DUTY USE ONLY

C



THE BACK OF THIS FORM MUST NOT BE USED

ANNEXURE PAGE

Transfer of Land Act 1958

Privacy Collection Statement
The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

This is page 2 of 2 of *Approved Form C* dated _____ between
Dominion Lifestyle Tower Apartments Pty Ltd ACN 102 850 000 as Mortgagor and
Fincorp Investments Limited ACN 098 838 549 as Mortgagee

Signatures of the parties

Land:

10939/212	10939/232	10939/252	10939/272	61
10939/213	10939/233	10939/253		
10939/214	10939/234	10939/254		
10939/215	10939/235	10939/255		
10939/216	10939/236	10939/256		
10939/217	10939/237	10939/257		
10939/218	10939/238	10939/258		20
10939/219	10939/239	10939/259		
10939/220	10939/240	10939/260		
10939/221	10939/241	10939/261		
10939/222	10939/242	10939/262		
10939/223	10939/243	10939/263		
10939/224	10939/244	10939/264		
10939/225	10939/245	10939/265		
10939/226	10939/246	10939/266		
10939/227	10939/247	10939/267		
10939/228	10939/248	10939/268		
10939/229	10939/249	10939/269		
10939/230	10939/250	10939/270		
10939/231	10939/251	10939/271		

Approval No: 1760058A

A1



1. If there is insufficient space to accommodate the required information on the *Approved Form* insert the words, "See Annexure Page all the information on the Annexure Page under the approval number". **BACK OF THE ANNEXURE FORM IS NOT TO BE USED FOR THIS PURPOSE.**
2. If multiple copies of a mortgage are lodged, original A1 must be attached to each copy.
3. The Annexure Pages must be properly identified and stapled to the *Form* to which it is Annexed.
4. All pages must be attached together by being stapled in the top left corner.

AE337893U

08/05/2006 \$606.20 89



CAVEAT

Section 89 Transfer of Land Act 1958

Lodged by:

Name: STATE SECURITIES

Phone: (03) 9650 3333

Address: Level 9, 171 La Trobe Street
Melbourne

Ref:

Customer Code: 11625T



Approved Form C

AE350597Y

12/05/2006 \$316.20 89



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)*

Volume 10939 Folio 212 Volume 10939 Folio 213 Volume 10939 Folio 214 Volume 10939 Folio 215
Volume 10939 Folio 216 Volume 10939 Folio 217 Volume 10939 Folio 218 Volume 10939 Folio 219
Volume 10939 Folio 220 Volume 10939 Folio 221 Volume 10939 Folio 222 Volume 10939 Folio 223
Volume 10939 Folio 224 Volume 10939 Folio 225 Volume 10939 Folio 226 Volume 10939 Folio 227
Volume 10939 Folio 228 Volume 10939 Folio 229 Volume 10939 Folio 230 Volume 10939 Folio 231
Volume 10939 Folio 232 Volume 10939 Folio 233 Volume 10939 Folio 234 Volume 10939 Folio 235
Volume 10939 Folio 236 Volume 10939 Folio 237 Volume 10939 Folio 238 Volume 10939 Folio 239
Volume 10939 Folio 240 Volume 10939 Folio 241 Volume 10939 Folio 242 Volume 10939 Folio 243

Caveator: *(full name and address)*

UNITED HOTEL GROUP PTY LTD A.C.N: 112 925 176 of
Level 9, 171 La Trobe Street Melbourne, Victoria 3000

Estate or Interest claimed:

An Equitable Interest as Chargee

C

Grounds of claim:

Pursuant to a Deed of Charge in writing dated 12th May 2006 between United Hotel Group Pty Ltd and
DOMINION LIFESTYLE TOWER APARTMENTS PTY LTD

Extent of prohibition: *(if not ABSOLUTELY delete and insert desired text)*

Absolutely

Address in Victoria for service of notice: *(include postcode)*

United Hotel Group Pty Ltd of Level 9, 171 La Trobe Street, Melbourne 3000

Dated: 12th May 2006

Signature of agent being a
Current Practitioner under the
Legal Practice Act 1996

George Zindilis 98 Williams Road
Pahran, Legal Practitioner
per Legal Practice Act 1996
Tel: 0418398255

Approval No: 20160410A

STAMP DUTY USE ONLY

C



* Law Perfect Pty Ltd

12/5/06

THE BACK OF THIS FORM MUST NOT BE USED

46120
+57

CAVEAT

Section 89 Transfer of Land Act 1958

Lodged by:
Name: Oakleys
Phone: (03) 5162 5482
Address: P.O. Box 525 LEONGATHA VIC 3903
Ref: VAC: 00-8021
Customer Code: 3907J



Privacy Code
The information
statutory authorities
maintaining
indexes in the

AE361617J 18/05/2006 \$616.20 89

Number of pages

3

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)*

Certificate of Title Volume 8343 Folio 392 and Certificates of Title Volume 10939 Folio's 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271 and 272.

Caveator: *(full name and address)*

GIPPSREAL LIMITED ACN 005 443 292 of Shop D, 4 Peart St LEONGATHA 3953

Estate or Interest claimed:

An Equitable interest as Chargee

Grounds of claim:

As Chargee under instrument of charge being signed Letter Of Offer and Acceptance of Offer dated 8th May 2006 between DOMINION LIFESTYLE TOWER APARTMENTS PTY LTD as Chargor and GIPPSREAL LIMITED as Chargee

Extent of prohibition: *(if not ABSOLUTELY delete and insert desired text)*
ABSOLUTELY

Address in Victoria for service of notice: *(include postcode)*
Shop D, 4 Peart Street, LEONGATHA 3953

Dated: 15th May 2006

Signature of Caveator

or

Signature agent being a Current Practitioner under the Legal Practice Act 1996

Oakleys

or

Signature of agent

AUSTRALIAN LEGAL PRACTITIONERS UNDER THE LEGAL PROFESSION ACT 2004.

Approval No. 18170311L

STAMP DUTY USE ONLY

60/18
5
06



CAVEAT

Section 89 Transfer of Land Act 1958

*\$210 Extra Fee Paid
per 26 titles.*

AE396052L

05/06/2006 \$256.20 89



Lodged by:

Name: STATE SECURITIES

Phone: (03) 9650 3333

Address: Level 9, 171 La Trobe Street
Melbourne



Ref:

Customer Code: 11625T

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)*

Volume 10939 Folio 212 Volume 10939 Folio 213 Volume 10939 Folio 214 Volume 10939 Folio 215
Volume 10939 Folio 216 Volume 10939 Folio 217 Volume 10939 Folio 218 Volume 10939 Folio 219
Volume 10939 Folio 220 Volume 10939 Folio 221 Volume 10939 Folio 222 Volume 10939 Folio 223
Volume 10939 Folio 224 Volume 10939 Folio 226 Volume 10939 Folio 228 Volume 10939 Folio 229
Volume 10939 Folio 230 Volume 10939 Folio 232 Volume 10939 Folio 233 Volume 10939 Folio 234
Volume 10939 Folio 238 Volume 10939 Folio 239 Volume 10939 Folio 240 Volume 10939 Folio 241
Volume 10939 Folio 242 Volume 10939 Folio 243

Caveator: *(full name and address)*

UNITED HOTEL GROUP PTY LTD A.C.N: 112 925 176 of
Level 9, 171 La Trobe Street Melbourne, Victoria 3000

Estate or Interest claimed:

An Equitable Interest as Chargee

C

Grounds of claim:

Pursuant to a Deed of Charge in writing dated 2nd June 2006 between United Hotel Group Pty Ltd and
DOMINION LIFESTYLE TOWER APARTMENTS PTY LTD

Extent of prohibition: *(if not ABSOLUTELY delete and insert desired text)*

Absolutely

Address in Victoria for service of notice: *(include postcode)*

United Hotel Group Pty Ltd of Level 9, 171 La Trobe Street, Melbourne 3000

Dated: 5th June 2006

Signature of an Australian Legal
Practitioner within the meaning/under
the Legal Profession Act 2004

George Zindilis, 98 Williams Rd Prahran

Approval No: 20160410A

STAMP DUTY USE ONLY

C

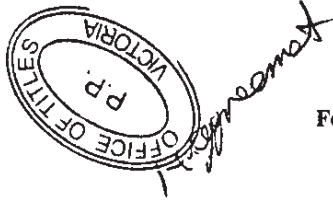


A

* Law Perfect Pty Ltd

- 5 JUN 2006

THE BACK OF THIS FORM MUST NOT BE USED



Form 13

AD056073K



Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE
MAKING OF A RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name:

MALLESON

Phone:

Address:

Ref:

Customer Code: ~~5985~~ 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 of the land.

Land: Certificate of Title Volume 8282 Folio 506

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:

Executive Corporate Solicitor
Legal and Governance

Date:

11 August 2004



DAD056073K-1-6

Consent with Melbourne

18/8/04

Dated the 11th day of August, 2004

MELBOURNE CITY COUNCIL

and

**DOMINION LIFESTYLE TOWER APARTMENTS PTY LTD
(ACN 102 850 000)**

Agreement under Section 173 of the *Planning and
Environment Act 1987*

Land 285 City Road, Southbank



DAD056073K-2-4

AD056073K

18/08/2004 \$59 173



MELBOURNE CITY COUNCIL
Governance Services Branch
3rd Floor Town Hall
90 Swanston Street
MELBOURNE VIC 3000

SECTION 173 AGREEMENT CONTENTS

DESCRIPTION	Page
RECITALS:	1
OPERATIVE PROVISIONS:	1
1. DEFINITIONS	1
2. INTERPRETATION	2
3. AGREEMENT UNDER SECTION 173 OF THE ACT	2
4. EFFECT OF AGREEMENT	2
5. SUCCESSORS IN TITLE	3
6. COVENANTS OF OWNER	3
7. Costs	3
8. DEFAULT OF OWNER	4
9. Not USED	4
10. INTEREST AND CHARGE	4
11. NOTICES	4
12. FURTHER ASSURANCE	5
13. OWNER'S ACKNOWLEDGMENT	5
14. NO WAIVER	5
15. SEVERABILITY	5
16. MORATORIUM	5
17. COUNTERPARTS	5
18. GOVERNING LAW	5
19. ENDING OF AGREEMENT	6
SCHEDULE	7



DATE:

11 August 2004



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 Melbourne Planning Scheme pursuant to the provisions of the Planning and Environment Act 1987.
- B. The Owner is the registered proprietor of the land referred to in Item 2 of the Schedule.
- C. The Council issued the Permit referred to in Item 3 of the Schedule.
- 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 *Planning and Environment Act 1987* with the responsible authority. The Agreement must provide for the matters referred to in Item 5 of the Schedule.

OPERATIVE PROVISIONS:

1. DEFINITIONS

In this Agreement 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.



DAD056073K-5-9

- 1.10. **“Scheme”** means the Melbourne Planning Scheme.
- 1.11. **“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.
- 1.12. **“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, assign or transferee of the Owner, the registered proprietor, the





DAD056073K-6-7

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:

- 6.1. In accordance with the requirements of Condition 2 of the Permit in relation to those parts of the development that extend into the airspace or subsoil of land under the care and management of Council ("the projections") 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. 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
- 6.3. 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; and
- 6.4. it will do all things 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
- 6.5. 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 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
- 6.6. 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, the projections or any breach of this Agreement.

7. COSTS

- 7.1. The Owner shall forthwith pay on demand to the Council the Council's reasonable costs and expenses including legal expenses of and incidental to:

AD056073K

18/08/2004 \$59

173



- 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 for which the Council may pay, incur or expend, 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;
- 7.1.2. administration and supervision costs of the Council properly and reasonably incurred in relation to this Agreement except for administration and supervision which the Council is obliged to undertake pursuant to its statutory duties; and
- 7.1.3. 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 or implied immediately the Council shall have expended or incurred the same.

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 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. NOT USED

10. INTEREST AND CHARGE

- 10.1. 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.
- 10.2. 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.

11. NOTICES

- 1.1. 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,
 - 11.1.1. by delivering it personally to that party;
 - 11.1.2. by sending it by prepaid post; or
 - 11.1.3. 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,
- 11.2. and notice or other communication is deemed served:
 - 11.2.1. if delivered, on the next following business day;
 - 11.2.2. if posted, on the expiration of two business days after the date of posting; or



11.2.3. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 of the rights, powers and remedies conferred on the party by this Agreement are hereby expressly negated and excluded from this Agreement.

17. 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.

18. 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.



AD056073K

18/08/2004 \$59 173



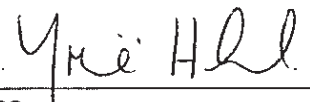
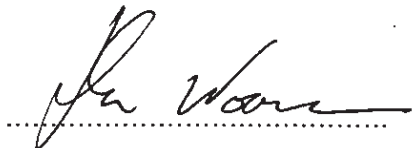
19. ENDING OF AGREEMENT

19.1. This Agreement shall cease to operate on the termination date or otherwise as contemplated in Item 10 of the Schedule.

19.2. 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.

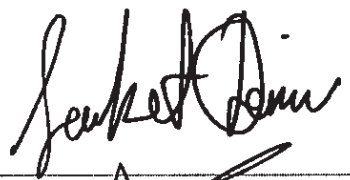
EXECUTED as a DEED

SIGNED SEALED AND DELIVERED by)
JOHN NOONAN, GROUP MANAGER,)
SUSTAINABLE REGULATORY SERVICES)
pursuant to an Instrument of Delegation)
authorised by Resolution of Council.)

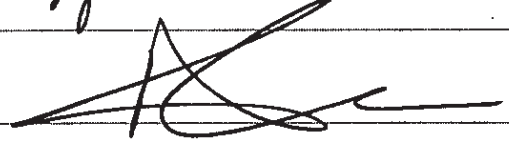


Witness

SIGNED SEAL AND DELIVERED by)
DOMINION LIFESTYLE TOWER)
APARTMENTS PTY LTD (ACN 102 850 000) in)
the presence of:)



Director



Director/Secretary

AD056073K

18/08/2004 \$59 173




DAD056073K-9-1



DAD056073K-10-9

SCHEDULE

ITEM NO.	ISSUE	SPECIFICATION
1.	Owner	Dominion Lifestyle Tower Apartments Pty Ltd (formerly Melbourne Inner City Developments Pty Ltd) (ACN 102 850 000) 53 Longwood Drive Epping, Victoria, 3076
2.	Land description by address and Certificate of Title details	285 City Road, Southbank being Certificate of Title Volume 8202 Folio 506.
3.	Permit Number and date issued	TP01/389 issued on 18 September 2001.
4.	What the Permit allows	To construct a fifteen (15) storey building for sixty (60) residential apartments, commercial tenancy and associated car parking in accordance with the attached endorsed sheets.
5.	What the condition requiring the Agreement provides for	Liability and maintenance of those parts of the development projecting into airspace or sub-soil of land under the care and maintenance of Council.
6.	Not used	
7.	Commencement date	The date of this agreement.
8.	Council's Representative is:	Martin Williams, Team Leader Development Planning, or the person acting in that position.
9.	Plan of Subdivision Reference Number	PS5141921X
10.	Termination date or specified event	By agreement of the parties.
11.	Works to be carried out under the Permit	Not applicable
12.	Address, phone and facsimile of Council	Melbourne City Council Town Hall, Swanston Street Melbourne Ph: 9658 8406 Facsimile: 9650 1026
13.	Address, phone and facsimile of Owner	Dominion Lifestyle Tower Apartments Pty Ltd (ACN 102 850 000) 53 Longwood Drive EPPING VIC 3076 Phone: 9432 2061 Fax: 9432 2054

AD056073K

18/08/2004 \$59

173



CERTIFICATE No: 28915331 DATE: 20/05/2015

PREMIUM PLANNING CERTIFICATE

Client: Baker & McKenzie
DX: 334 Melbourne

Matter Ref: Dominion 285 City Road (Lot 61)

Vendor: DOMINION LIFESTYLE
TOWER APARTMENTS PTY
LTD

Purchaser:

Subject Property: UNIT 61, 285 CITY ROAD SOUTHBANK VIC 3006

Title Particulars: Vol 10939 Fol 219

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)

Design and Development Overlay: PART DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 3 - TRAFFIC CONFLICT FRONTAGE; PART DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 (AREA 3); DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 60 (AREA 3)

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: 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

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.



CERTIFICATE No: 28915331 DATE: 20/05/2015

PREMIUM PLANNING CERTIFICATE

PROPERTY IN DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2; MELBOURNE C209 PROPOSES TO INTRODUCE A PUBLIC OPEN SPACE CONTRIBUTION REQUIREMENT UNDER THE SCHEDULE TO CLAUSE 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

CERTIFICATE No: 28915331 DATE: 20/05/2015

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.

PREMIUM PLANNING CERTIFICATE



This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and SAI Global Property Division Pty Ltd does not accept any liability to any person for the information provided.

Designated Bushfire Prone Areas

from www.dtpli.vic.gov.au/planning on 20 May 2015 10:53 AM

Lot and Plan Number: Lot 61 PS514192

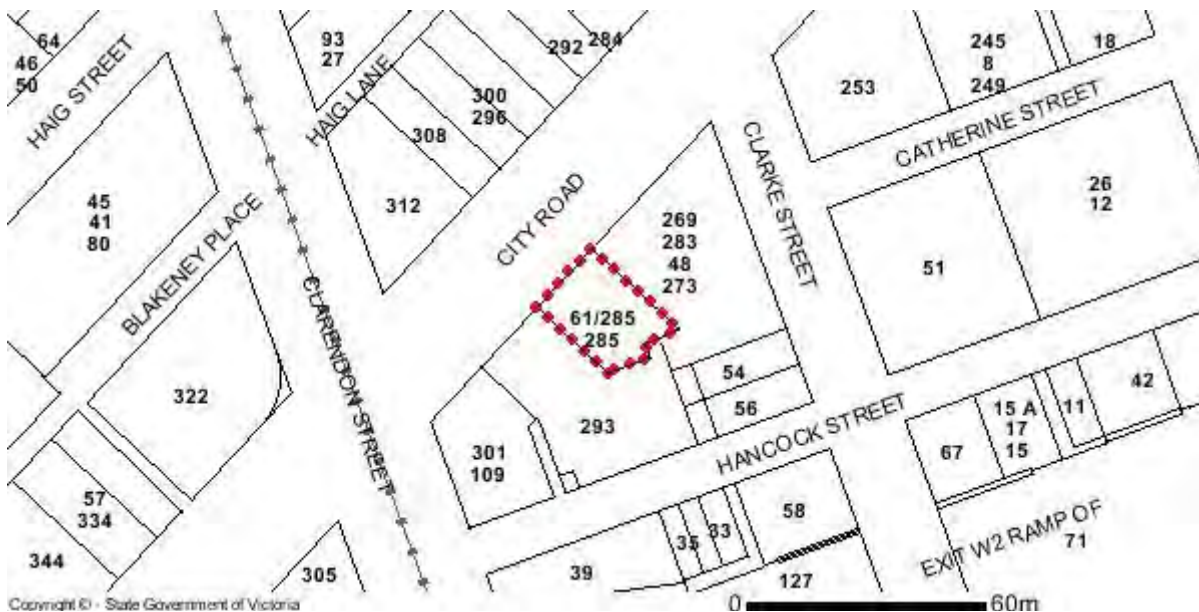
Address: UNIT 61/285 CITY ROAD SOUTHBANK 3006 (LEVEL 6)

Local Government (Council): MELBOURNE **Council Property Number:** 603373

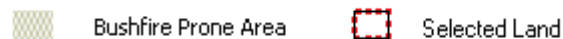
Directory Reference: Melway 2F C11

**This parcel 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



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, 3 June 2014 and 22 October 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.

Copyright © - State Government of Victoria

Disclaimer: This content is based on information provided by local government and other sources and is provided for information purposes only. The Victorian Government makes no claim as to the accuracy or authenticity of the content and does not accept any liability to any person for the information provided. Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32(2)(dc) of the Sale of Land 1962 (Vic).



CERTIFICATE No: 28915331 DATE: 20/05/2015

ROADS CERTIFICATE

Client: Baker & McKenzie
DX: 334 Melbourne

Matter Ref: Dominion 285 City Road (Lot 61)

Vendor: DOMINION LIFESTYLE
TOWER APARTMENTS PTY LTD

Purchaser:

Subject Property: UNIT 61, 285 CITY ROAD SOUTHBANK VIC 3006

Title Particulars: Vol 10939 Fol 219

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.

Property Information

Building Act 1993, Building Regulations 2006, Regulation 326.



20 May 2015

Sai Global Property Division Pty Ltd
PO Box 1884R
MELBOURNE VIC 3001

GPO Box 1603
Melbourne VIC 3001
Hotline (03) 9658 9658
Facsimile (03) 9654 4854
DX210487
ABN 55 370 219 287

Dear Sir/Madam

Unit 61, Level 6, 285 City Road, SOUTHBANK VIC 3006

Thank you for your building property application received 20 May 2015. Please find below the relevant information relating to your property enquiry.

Building Permits issued within the last 10 years

File Number: BP-2005-2625/4

Description of Work: Stage 4 :Ground to Level 4 Structure

Permits/Certificates Issued:

Building Permit - Status:Permit Issued Docs Nbr:3230747 17-Feb-2005

File Number: BP-2005-2625/6

Description of Work: Stage 6: Architectural and services

Permits/Certificates Issued:

Building Permit - Status:Permit Issued Docs Nbr:3367637 13-Jun-2005

File Number: BP-2005-2625/5

Description of Work: Stage 5: Complete Structure

Permits/Certificates Issued:

Building Permit - Status:Permit Issued Docs Nbr:3344473 30-May-2005

File Number: BP-2005-2625/7

Description of Work: Stage 7 - Fire Variation; New building for retail, carpark and residential

Permits/Certificates Issued:

Building Permit - 21-Feb-2006

File Number: BP-2012-808

Description of Work: Alterations ground floor lobby & external facade works

Permits/Certificates Issued:

Building Permit - 14426/2012/0190/1 12-Jun-2012

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



Tamara Moore

Business Support Officer

Telephone 9658 8865

Facsimile 9650 5310

Email buildingpermitinformation@melbourne.vic.gov.au

Your Ref 28915331:49168493

Our Ref 55822

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.



20 May 2015

Sai Global Property Division Pty Ltd
PO Box 1884R
MELBOURNE VIC 3001

GPO Box 1603
Melbourne VIC 3001
Hotline (03) 9658 9658
Facsimile (03) 9654 4854
DX210487
ABN 55 370 219 287

Dear Sir/Madam

Unit 61, Level 6, 285 City Road, SOUTHBANK VIC 3006

Thank you for your building property application received 20 May 2015, 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 not 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 28915331:49168494

Our Ref 55823

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.

**CITY OF MELBOURNE
LAND INFORMATION CERTIFICATE
(SECTION 229 LOCAL GOVERNMENT ACT 1989)**

CERTIFICATE NO: 118540
DATE OF ISSUE: 20-May-2015
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: Unit 61, Level 6, 285 City Road, SOUTHBANK VIC 3006

Legal Description: Lot 61 PS514192X CT-10939/219

Operation date of Valuation: 01 July 2014

Assessment No: 78182 3

Net Annual Value: 17,000

Site Value: 39,000

Capital Improved Value: 340,000

Owner recorded by Council: Dominion Lifestyle Tower Apartments Pty Ltd

RATES AND CHARGES

	Balance Owing
Town Rate 1/07/2014 to 30/6/2015	\$ 780.32
Fire Services Levy 01/07/2014/ to 30/06/2015	\$ 392.00
Town Rate Arrears	\$ 0.00
Interest on overdue amounts	\$ 0.00
Legal Costs	\$ 0.00
Total Payments	\$ -1172.32

Updates on this certificate will only be provided for a period of 90 days

TOTAL DUE:

\$ 0.00

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 28915331:49168490:55821

Authorised Officer





INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

authority@property.saiglobal.com
E-mail:
authority@property.saiglobal.com

Statement for property:
UNIT 61 LOT 61 285 CITY ROAD
SOUTHBANK 3006

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
08A//03340/01366	28915331:49168492	20 MAY 2015	24165964

1. Statement of Fees Imposed

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2014 to 30/06/2015	\$70.62
Melbourne Water Corporation Total Service Charges	01/04/2015 to 30/06/2015	\$23.25

(b) By South East Water

Water Service Charge	01/04/2015 to 30/06/2015	\$27.19
Sewerage Service Charge	01/04/2015 to 30/06/2015	\$94.76
Subtotal Service Charges		<u>\$215.82</u>
Payments		\$70.62
TOTAL UNPAID BALANCE		\$145.20

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/FinancialUpdate>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewerage 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.

- 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.

AUTHORISED OFFICER:

HAMISH REID
GENERAL MANAGER
CUSTOMER AND BUSINESS FUTURES

South East Water
Information Statement Applications
Locked Bag 1, Moorabbin, VIC 3189

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- 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 Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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



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.

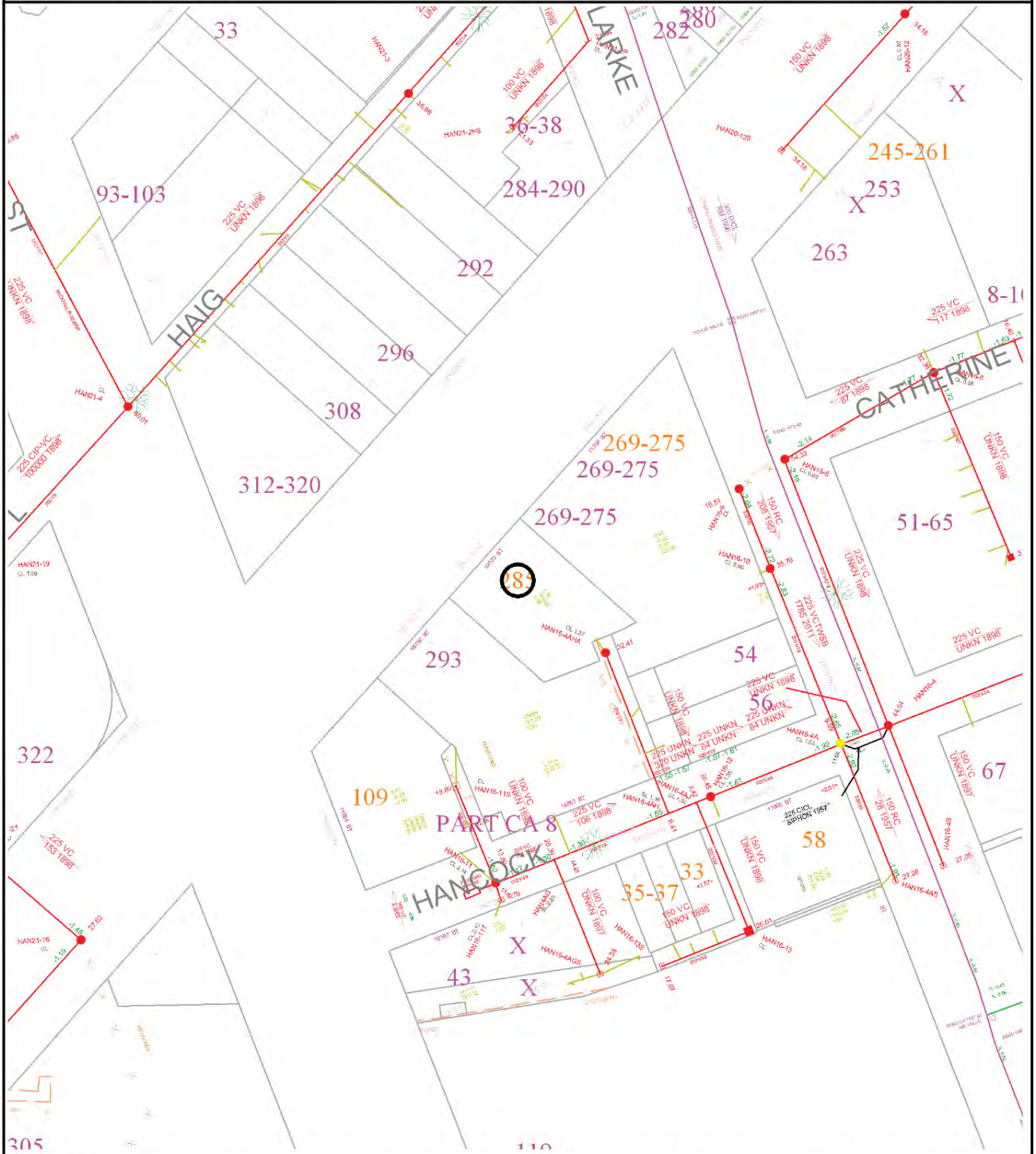
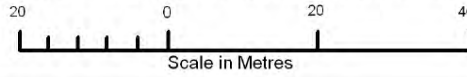
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

A handwritten signature in blue ink, appearing to read "Hamish Reid".

HAMISH REID
GENERAL MANAGER
CUSTOMER AND BUSINESS FUTURES

South East Water
Information Statement Applications
Locked Bag 1, Moorabbin, VIC 3189



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		Direction of Flow		Offset from Boundary

Land Tax Clearance Certificate

Land Tax Act 2005



BAKER & MCKENZIE VIA SAI GLOBAL PROPERTY
LEVEL 3, 355 SPENCER ST
WEST MELBOURNE VIC 3003

Your Reference:	28915331:49168491
Certificate No:	91020734
Issue Date:	30 MAY 2015
Enquiries:	AWD0

Land Address: UNIT 61, 285 CITY ROAD SOUTHBANK VIC 3006

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
REFER TO ATTACHMENT						

Vendor: DOMINION LIFESTYLE TOWER APARTMENTS 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:	\$39,000
AMOUNT PAYABLE:	\$1,542.37

Paul Broderick
Commissioner of State Revenue

Land Tax Clearance Certificate - Remittance Advice

Certificate No:	91020734
Land ID:	33902916
Amount Payable:	\$1,542.37

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.

Notes to certificates under Section 105 of the *Land Tax Act 2005*



Certificate No: 91020734

- 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.
- 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.
- 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.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax.
- 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.
- 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
 - the vendor, or
 - the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because 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.

- 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.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax.

For Information Only

SINGLE OWNERSHIP CALCULATION BASED ON A TAXABLE VALUE OF \$39,000

Land Tax = \$0.00

Calculated as \$0 plus (\$39,000 - \$0) multiplied by 0.000 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 Certificate

Land Tax Act 2005

Certificate No: 91020734



Land Address: UNIT 61, 285 CITY ROAD SOUTHBANK VIC 3006

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
33902916	61	514192	10939	219	\$39,000	\$1,542.37

Assessed Owner	Years	Proportional Tax	Penalty/Interest	Total	
DOMINION LIFESTYLE TOWER APARTMEN	2015	\$238.39	\$0.00	\$238.39	
DOMINION LIFESTYLE TOWER APARTMEN	2014	\$254.97	\$0.00	\$254.97	
DOMINION LIFESTYLE TOWER APARTMEN	2013	\$254.97	\$17.45	\$272.42	
DOMINION LIFESTYLE TOWER APARTMEN	2012	\$127.27	\$23.56	\$150.83	
DOMINION LIFESTYLE TOWER APARTMEN	2011	\$127.27	\$38.76	\$166.03	
DOMINION LIFESTYLE TOWER APARTMEN	2010	\$83.69	\$36.31	\$120.00	
DOMINION LIFESTYLE TOWER APARTMEN	2009	\$85.69	\$1.22	\$86.91	
DOMINION LIFESTYLE TOWER APARTMEN	2008	\$85.92	\$16.66	\$102.58	
DOMINION LIFESTYLE TOWER APARTMEN	2007	\$121.48	\$28.76	\$150.24	
Total Amount Payable for Property:				33902916	\$1,542.37

Comments: Land Tax will be payable but is not yet due - please see note 5 on reverse.

Total: \$39,000 \$1,542.37

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation No 1 Plan No. PS 514192X

Address: 285 City Road, Southbank, VIC 3006

This certificate is issued for Lot: 61

On Plan of Subdivision No: 514192X

Postal address is Building 5, 303 Burwood Hwy, Burwood East, VIC 3151.

Applicant for the certificate is: SAI Global Ref: 28915331:49168496

Address for delivery of certificate: epropertysupport@saiglobal.com



Date that the application was received: 21/05/2015

IMPORTANT: The information in this certificate is issued and valid on: 22/05/2015

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

1.	The current annual Administration Fund Fees for the lot are \$3,231.16 and are due and payable quarterly on 1 st April, July, October and January until resolved otherwise.
1.	The Owners Corporation has elected not to raise any contributions towards the Maintenance Fund. Should the Maintenance Fund be established in future, contributions will be levied to it in accordance with approved budgets in addition to the Administration Fund Fees above.
2.	The date to which the fees for the lot have been paid up to is: Administration Fund 30/06/2015
3.	The total of any unpaid fees or charges for the lot are \$807.79: Administration Fund Fees 01/07/2015 – 30/09/2015 \$807.79 Due 01/07/2015
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are: Nil
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above annual fees, maintenance fund and special fees are: Nil
6.	The owners corporation has the following insurance cover: (a) the name of the company – Commercial Industrial Insurance Consultants (b) the number of the policy – 06S2462520 (c) the kind of policy – Strata Title (d) the buildings covered - All (e) the building amount is \$21,600,000.00 (f) the public liability amount is \$20,000,000.00 (g) the renewal date is 30/11/2015
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: No
8.	The total funds held by the owners corporation: The total funds should report the best available financial position of the owners corporation General Account: \$ 31,070.94

9.	<p>Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:</p> <p>None to our knowledge</p>
10.	<p>Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details:</p> <p>Owners Corporation 1 Plan No 514192X & Network Pacific Strata Management Pty Ltd Assigned to JFB Management Services Pty Ltd Common Area Cleaning and supervision – Aria Serviced Apartments E&E Testing – 24Seven Maintenance Solutions Fire Protection – 24Seven Maintenance Solutions ESC Compliance – Essential Services Compliance Pty Ltd Electricity – Origin Energy Lift Maintenance – Thyssenkrupp Waste Collection – Cleanaway</p>
11.	<p>Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details:</p> <p>None to our knowledge</p>
12.	<p>Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details:</p> <p>There are no notices or orders as at 22/05/2015</p>
13.	<p>Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation are aware that are likely to give rise to proceedings? If so, then provide details:</p> <p>The manager is not aware of any legal proceedings as at 22/05/2015 except to recover the debts of members should significant arrears arise.</p> <p>The resident of lot 121 made a claim against the Owners Corporation in July 2014 seeking recovery for stolen private property. The claim was denied and no further action has been taken since.</p> <p>The resident of lot 85 made a claim against the Owners Corporation in May 2015 seeking recovery for damage to vehicle from gate impact. The claim was denied and no further action has been taken since.</p>
14.	<p>Has the owners corporation appointed or resolved to appoint a manager? If so, then provide details:</p> <p>A manager is appointed. JFB Management Services Pty Ltd, Network Pacific Strata Management Franchisee Building 5, 303 Burwood Hwy, Burwood East, VIC 3151. ABN 80 374 675 642 ACN 164 352 710</p>
15.	<p>Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?</p> <p>No administrator is appointed.</p>
16.	<p>The minutes of the most recent Annual General Meeting of the owners corporation are attached.</p>
17.	<p>The rules of the owners corporation are the Model rules and/or Special Rules, which are attached.</p>
18.	<p>Additional Comments (if any)</p>

19.	<p>ATTACHMENTS</p> <ul style="list-style-type: none"> • Minutes of the Annual General Meeting held on 19/08/2014 • Model/Special Rules registered at Land Victoria • Statement of Advice and Information for Prospective Purchasers and Lot Owners
20.	<p>NOTE: More information can be obtained by an inspection of the owners corporation register. Further information on prescribed matters can also be obtained by inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to:</p> <p>JFB Management Services Pty Ltd, PO Box 4353, Burwood East, VIC 3151.</p>
21.	<p>The Common Seal of Owners Corporation 1 PS 514192X was affixed and witnessed by the registered manager in accordance with sections 20(1) and 21(2A)(a) of the Owners Corporation Act 2006</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  <p>Registered Manager JFB Management Services Pty Ltd, (ACN 164 352 710) Building 5, 303 Burwood Hwy, Burwood East, VIC 3151 ☎ +61 3 9816 4722 as agent of the Owners Corporation.</p> </div> <div style="text-align: center;">  </div> </div>

**MINUTES OF ANNUAL GENERAL MEETING
OWNERS CORPORATION 1 PS 514192X
285 CITY ROAD SOUTHBANK VIC 3006**

MINUTES OF OWNERS CORPORATION ONE SUBDIVISION PLAN NO. 514192X ANNUAL GENERAL MEETING HELD:

DATE: TUESDAY 19TH AUGUST 2014

TIME: 10.30AM

LOCATION: SALVO PROPERTY GROUP
LEVEL 1, 245 CITY ROAD
SOUTHBANK 3006

1. MEMBERS IN ATTENDANCE

Mr Josh Paneth representing Salrest (no 2) Pty Ltd – lots 1, 51, 52, 53, 54, 55, 56, 61, 62, 63, 64, 65, 66, 71, 72, 74, 76, 83, 84, 86, 91, 93, 94, 95, 96, 101, 102, 103, 104, 105, 106, 112, 115, 116, 122, 123, 124, 125, 132, 133, 135, 136, 141, 142, 144, 145 and 146.

Mr Malcolm Dingle representing lots 92 & 114

Mr Jonathan Cheah representing lot 134

2. NON MEMBERS IN ATTENDANCE

Mr John Botha representing Network Pacific Strata Management Pty Ltd

Ms Karlie O'Connor representing Network Pacific Strata Management Pty Ltd

3. APPOINTMENT OF CHAIRPERSON OF MEETING

Members resolved that Mr John Botha of Network Pacific Strata Management be elected as the chairperson for the meeting.

4. MINUTES OF THE MEETING

Members resolved that Ms Karlie O'Connor of Network Pacific Strata Management be elected to take the minutes of the meeting.

5. APOLOGIES

Mr John Coe

Mr James Maitland

6. PROXIES

Mr John Coe holds proxy for City285 Pty Ltd lot 82

Mr Malcolm Dingle holds proxy for Champion Pty Ltd lots 92 and 114

Mr Josh Paneth holds proxy for Salrest (no.2) Pty Ltd lots 1, 51, 52, 53, 54, 55, 56, 61, 62, 63, 64, 65, 66, 71, 72, 74, 76, 83, 84, 86, 91, 93, 94, 95, 96, 101, 102, 103, 104, 105, 106, 112, 115, 116, 122, 123, 124, 125, 132, 133, 135, 136, 141, 142, 144, 145 and 146.

7. ENTITLEMENT TO VOTE

It was noted that all members present were financial and entitled to vote.

8. QUORUM

It was noted that a quorum had been established for the meeting.

9. CONFIRMATION OF PREVIOUS MINUTES

Members resolved to accept the minutes of the Annual General Meeting held 30th July 2013 as a true and accurate record of the meeting.

10. CONSIDERATION OF REPORTS:

(I) MANAGER'S REPORT

Mr John Botha discussed the manager's report as included with the notice of meeting. Members resolved to accept the report as tabled and presented.

(II) COMMITTEE REPORT

Mr John Botha discussed the committee report as included with the notice of meeting. Members resolved to accept the report as tabled and presented.

(III) REPORT ON COMPLAINTS AND DISPUTES

Mr John Botha noted that no formal disputes were received in the prescribed form however discussed that the resident of lot 121 is currently pursuing an insurance claim for stolen property from his private storage cage in the car park. The resident is alleging that the Owners Corporation has contributed due to the garage area not being sufficiently secured. Pending outcome of the insurance claim the resident may opt to take further legal action at which point the insurer will attend to the legal defense.

Members resolved to accept the report as presented.

(IV) REPORT ON APPROVED MAINTENANCE PLAN

Nil.

(V) INSURANCE VALUATION REPORT

Nil.

(VI) REPORT ON WAIVING OF PENALTY INTEREST

Nil.

11. CONSIDERATION OF FINANCIAL MATTERS

(I) FINANCIAL STATEMENTS

Members resolved to accept the financials for the period 1 July 2013 to 30 June 2014 as included in the notice of meeting.

(II) APPROVED ADMINISTRATION FUND

In accordance with the Owners Corporations Act 2006, the Owners Corporation resolved to adopt and approve an amount of **\$195,000.00 plus GST** to cover general administration, maintenance, insurance and other recurrent obligations of the Owners Corporation. The approved budget will be effective from 1 July 2014 – 30 June 2015. All Owners Corporation Administration Fund Fees will be paid quarterly over 12 months within 28 days of issue of invoice. The due dates are as follows:

- 1st July 2014;*
- 1st October 2014;
- 1st January 2015;
- 1st April 2015.

*As the commencement of the financial period has passed, invoices will reflect any payments received to date and adjustments will be made accordingly if required.



NETWORK PACIFIC
Strata Management

NETWORK PACIFIC STRATA MANAGEMENT

PO Box 1155G, North Balwyn VIC 3104

Ph: 03 9816 4722 Fax: 03 9816 4799

www.networkpacific.com.au

info@networkpacific.com.au

Plan of Subdivision No. 514192X

285 City Road
Southbank VIC 3006

APPROVED ANNUAL BUDGET

<u>ADMINISTRATIVE FUND</u>	<u>ACTUAL</u> 01/07/13-30/06/14	<u>BUDGET</u> 01/07/13-30/06/14	<u>BUDGET</u> 01/07/14-30/06/15
<u>INCOME</u>			
Levies - Administrative Fund	180,909.08	180,909.09	195,000.00
Interest On Overdue Levies	7,199.11	0.00	0.00
Insurance Claims	1,640.00	0.00	0.00
<u>TOTAL ADMIN. FUND INCOME</u>	189,748.19	180,909.09	195,000.00
<u>EXPENDITURE - ADMIN. FUND</u>			
Bank Account Management	1,400.00	1,400.00	1,500.00
Additional Services	0.00	500.00	500.00
Administration Costs	13,180.07	13,180.00	13,180.00
Anchor Point Certification	0.00	460.00	0.00
Archival/Records Storage	230.00	230.00	250.00
Audit Fees	1,025.01	1,025.00	1,100.00
Business Activity Statement	1,025.01	1,025.00	1,200.00
Common Area Cleaning	38,555.00	33,000.00	33,000.00
Disbursement Fees	1,500.00	1,500.00	1,600.00
Electrical Repairs	6,084.61	4,000.00	5,000.00
Electricity	14,450.25	19,000.00	15,000.00
Emergency Lighting	435.46	460.00	460.00
Essential Services Compliance	2,565.85	3,100.00	2,500.00
Essential Services Data Mgmt	1,800.00	1,800.00	1,800.00
Fire Monitoring	1,885.20	1,880.00	1,950.00
Fire Protection	8,693.56	10,000.00	9,000.00
First Five Minutes	1,858.09	1,850.00	1,900.00
Garage Door Maintenance	719.09	500.00	750.00
Gas Usage	601.39	420.00	600.00
General Maintenance	2,365.15	3,000.00	5,310.00
Insurance - Premium	14,964.37	18,000.00	16,000.00
Insurance Claims Paid	0.00	2,000.00	1,000.00
Internet Site	530.00	530.00	550.00
Lift Maintenance - Contract Lift	14,224.33	16,000.00	15,000.00
Maint-Non-Contracted Wrks	2,627.00	0.00	1,500.00
Mechanical Ventilation	1,422.20	3,000.00	2,000.00
Oh&s Audit Report	2,200.00	2,200.00	2,350.00
Pest Control	670.00	0.00	700.00
Plumbing Repairs	11,485.00	3,000.00	5,000.00
Recovery Costs	7,656.49	4,000.00	5,000.00
Rubbish Bin Sanitation	2,579.50	2,400.00	2,750.00
Rubbish Chute Repairs	1,515.01	1,000.00	1,250.00
Rubbish Removal	23,446.51	18,000.00	24,000.00
Security Equipment Repairs	1,326.00	1,000.00	1,900.00
Telephone Expenses	1,648.42	1,600.00	1,700.00
Water	11,510.85	7,000.00	12,000.00
Window Cleaning	2,850.00	2,849.09	5,700.00
<u>TOTAL ADMIN. EXPENDITURE</u>	199,029.42	180,909.09	195,000.00

12. OWNERS CORPORATION INSURANCE

Ordinary Resolution for Multi-Level Developments with building on common property:

The Owners Corporation resolved to take out the following insurance for all lots in the Plan of Subdivision:

- a) Reinstatement and replacement insurance for all buildings on each lot in accordance with Section 59 of the *Owners Corporation Act 2006 (Vic)*; and
- b) Public liability insurance in accordance with Section 60 of the *Owners Corporation Act 2006 (Vic)* as if any reference in those sections to common property was a reference to these lots.

Members are advised pursuant to section 59(1) (Division 6) of the Owners Corporations Act (2006) that reinstatement and replacement insurance for all buildings on the common property is held by the Owners Corporation. Please refer to the Certificate of Currency for details of the insurance cover held by the Owners Corporation.

In taking out the insurances referred to above, while the definition of "building" in the Act includes

- (a) any improvements and fixtures forming part of the building; and (ab) any *shared services*; and
- (b) anything prescribed as forming part of a building **- it does not include-**
- (c) **carpet and temporary floor, wall and ceiling coverings; or**
- (d) **fixtures removable by a lessee at the end of a lease; or**
- (e) **anything prescribed as not forming part of a building.**

"*shared services*" includes any pipes or cables used to provide services including water, electricity, gas and telecommunications to the building that are shared with a person other than the owners corporation or any of its members.

THEREFORE PLEASE NOTE THAT IF YOU HAVE NOT NOTIFIED THE OWNERS CORPORATION OF ANY IMPROVEMENTS AND FIXTURES FORMING PART OF YOUR LOT THESE MAY NOT BE COVERED IN THE EVENT OF A CLAIM. THIS INSURANCE POLICY DOES NOT COVER ANY OF THE CONTENTS IN YOUR LOT. YOU ARE URGED TO SEEK LEGAL AND INSURANCE ADVICE AND/OR ADDITIONAL INSURANCE COVER IF YOU HAVE ANY DOUBT AS TO WHETHER OR NOT THE OWNERS CORPORATION'S INSURANCE COVERS YOUR SITUATION OR WOULD COVER YOU IN PARTICULAR CIRCUMSTANCES.

13. ELECTION OF COMMITTEE

The following motions are approved;

- (I) In accordance with the Owners Corporation Act 2006, it was resolved to elect the following members to the committee;

Mr John Coe	Mr James Maintland
Mr Malcolm Dingle	Mr Josh Paneth

- (II) Members resolved for the elected committee to assume the role of the grievance committee;

- (III) Members resolved not to set the first meeting date. The committee is to communicate via email as and when required.

14. APPOINTMENT OF CHAIRPERSON

Members resolved to elect Mr James Maintland as the chairperson of the committee / owners corporation in accordance with Section 105(1) of the Owners Corporations Act 2006.

15. APPOINTMENT OF SECRETARY

Members resolved to elect Network Pacific Strata Management Pty Ltd as the secretary of the committee / owners corporation in accordance with Section 107(1) of the Owners Corporations Act 2006

16. INSTRUMENT OF DELEGATION

- (I) *Delegation of the Committee* - In accordance with section 11 of the Owners Corporations Act 2006, members resolved to delegate responsibilities that are capable of being delegated to the Owners Corporation committee to make decisions on the behalf of the Owners Corporation with respect to repairs, maintenance, the approval of expenditure and raising of levies only. Note: Powers and functions that require a unanimous or special resolution of the Owners Corporation can not be delegated under section 11.
- (II) *Delegation to the Owners Corporation Manager* - In accordance with sections 11 and 120 of the Owners Corporations Act 2006, members resolved to delegate all the powers and functions that may be delegated under section 11 of the Owners Corporations Act 2006 to enable the Manager to perform the duties under the contract of appointment and to ensure the efficient and effective operation of the Owners Corporation.

17. PENALTY INTEREST

In accordance with Section 29 (1) of the Owners Corporations Act 2006, the Owners Corporation resolved to authorise by ordinary resolution to charge penalty interest on any amount payable by a lot owner to the Owners Corporation that is still outstanding 30 days after the due date for payment. The interest charged will be at the maximum rate payable under the Penalty Interest Rates Act 1983.

18. COST / DEBT RECOVERY

The following Ordinary Resolutions were approved:

- (I) Resolved that the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation (but excluding the personal time costs of any person acting in an honorary capacity including the chairperson, secretary or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation.
- (II) The Owners Corporation resolved to authorise Network Pacific Real Estate Pty Ltd to engage a lawyer or a debt collector to send a letter of demand at its discretion to each and every lot owner who has failed to pay their Owners Corporation fees, levies and/or charges in accordance with the Final Fee Notice.
- (III) The Owners Corporation resolved that any lot owner who fails to pay their Final Fee Notice and in respect to whom a letter of demand has been sent, shall pay or reimburse the Owners Corporation for all administrative, legal and other charges relating to the letter of demand and any subsequent VCAT and/or Court proceedings including but not limited to the costs of enforcement of any such orders obtained.

19. ESSENTIAL SERVICES

The Owners Corporation resolved to delegate to the committee/manager the power to ensure that the essential services are attended to, in accordance with the Building Codes of Australia.

20. OCCUPATIONAL HEALTH AND SAFETY

The Owners Corporation resolved to delegate to the committee / manager the power to ensure that the essential safety items as identified in the risk management report are attended to, in accordance with the Building Codes of Australia and to minimise risk.

21. GENERAL BUSINESS

PIPE NETWORKS

Members discussed the correspondence received from PIPE Networks regarding installation of additional high speed internet facilities within the building. Members resolved to write to PIPE Networks and advise that they are not to carry out any works in the building.

RUBBISH REMOVAL

Mr John Botha discussed the current set up of private waste collection services for the Owners Corporation at an annual cost in excess of \$24,000.00 plus GST. The Owners Corporation is currently investigating converting the collection to a free council collection with the Owners Corporation needing to purchase new rubbish bins outright. As soon as requirements are confirmed by the on site management team the committee will finally resolve this matter with the aim of achieving significant savings to the Owners Corporation.

HOT WATER BOILER REPLACEMENT

Mr John Botha tabled the quotation from Allabout Plumbing for \$2,800.00 plus GST to replace one of the 6 hot water boilers that has failed. Members resolved to proceed with the quotation as tabled.

DEBT COLLECTION SALE OF LOT 75

Mr John Botha discussed the ongoing legal action against Lot 75 who has significant arrears and additional penalty charges owing to the Owners Corporation. The collection procedure is in the final stage, being sale of the property by the Sherriff further to the Supreme Court Warrant for seizure and sale of the property already obtained. Members resolved to approve to move forward with the final phase of the debt collection against the lot owner and execute the Real Estate Fee Schedule as distributed to the committee.

With no further business the meeting closed at 11.01AM.

**Owners Corporation
Notification of making, amendment
or revocation of rules
Section 142 Owners Corporation
Act 2006**



F
T
C
a
i
m
re.
Victorian Land Registry

AG183335T

10/11/2008 \$54.90 OCAR

OC 27 (12/07)

Lodged by: **Network Pacific Real Estate Pty Ltd**
Name: **Danielle Napoli – Owners Corporation Manager**
Phone: **03 9816 4722**
Address: **Lvl 1, 296 Doncaster Road, North Balwyn VIC 3104**
Reference:
Customer Code:

Owners Corporation Number..... Plan number **514192X**

Supplied with this notification is:

1. The consolidated copy of the rules of the Owners Corporation currently in force.
2. If applicable, the special resolution passed on **26th February 2008** under Section 138 of the Owners Corporation Act 2006 authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated: **26th February 2008**

Signature or seal of applicant, Australian Legal Practitioner under the Legal Profession Act 2004 or agent.

.....

The common seal of Owners Corporation Number:
Plan number **514192X**
was affixed in accordance with
Section 21 of the Owners Corporation Act 2006
in the presence of:



.....
Lot Owner **Sasko Papucoska**
Full name
Address **2 Werona Court**
Meadow Heights Vic 3048

.....
Lot Owner **DOMINION LIFESTYLE TOWER APARTMENTS PT4 LTD**
Full name **ALI MOUSTAFA, SOLE DIRECTOR & SOLE SECRETARY**
Address **285 COM RD**
SOUTH YARRA

For current information regarding Owners Corporation, please obtain an Owners Corporation Search report

THE BACK OF THIS FORM MUST NOT BE USED

MINUTES OF MEETING - AGM
OWNERS CORPORATION No 1 SUBDIVISION PLAN NO. 514192X
285 CITY ROAD, SOUTHBANK VIC 3006 – DOMINION APARTMENTS

MINUTES OF OWNERS CORPORATION SUBDIVISION PLAN NO. 33995J ANNUAL GENERAL MEETING HELD AT:

TIME: 2.00PM
DATE: TUESDAY 26TH FEBRUARY 2008
LOCATION: NETWORK PACIFIC REAL ESTATE
LEVEL 1, 296 DONCASTER ROAD, NORTH BALWYN 3104

1. MEMBERS IN ATTENDANCE

Mr Andrew Salvo, Director of Salrest No. 2 Pty Ltd as mortgagee in possession representing lots 1,51,52,53,54,55,56,61,62,63,64,65,66,71,72,74,76,83,84,86,91,93,94,95,96,101,102,103,104,105,106,112,115,116,122,123,124,125,132,133,135,136,141,142,144,145,146.

2. NON MEMBERS IN ATTENDANCE

Ms Danielle Napoli representing Network Pacific Real Estate Pty Ltd.

3. APPOINTMENT OF CHAIRPERSON

In accordance with Section 98 of the Owners Corporation Act 2006 a member of the Owners Corporation must be appointed as chairperson. It is resolved to appoint Mr Andrew Salvo as chairperson.

It is resolved that the Owners Corporation Manager, Danielle Napoli of Network Pacific Real Estate assist the chairperson and be appointed Master of Ceremony guiding the meeting through the agenda items and general business.

4. NOMINATION OF MINUTE TAKER

It is resolved that a representative of Network Pacific Real Estate Pty Ltd record the events of the meeting and be responsible for the distribution of minutes to members.

5. APOLOGIES

Mr Jason Van Der Slot of Salrest No. 2 as mortgagee in possession
Mr Woody Wunsch of Salrest No. 2 as mortgagee in possession

AG183335T

10/11/2008 \$54.90 OCAR



6. PROXIES¹

Mr Andrew Salvo held proxy for lots 1,51,52,53,54,55,56,61,62,63,64,65,66,71,72,74,76,83,84,86,91,93,94,95,96,101,102,103,104,105,106,112,115,116,122,123,124,125,132,133,135,136,141,142,144,145,146.

7. QUORUM²

It was noted that a quorum had been established.

8. APPOINTMENT OF OWNERS CORPORATION MANAGER

In accordance with Section 119 of the Owners Corporation Act 2006 it is resolved to appoint Network Pacific Real Estate Pty Ltd as manager of the Owners Corporation.

In accordance with Section 119(3) it is resolved to complete and execute a contract of appointment.

It is resolved that the chairperson shall instruct the manager to prepare notice of meetings and minutes on behalf of chairperson and secretary.

9. CONFIRMATION OF PREVIOUS MINUTES

It is resolved that the minutes of the last General Meeting held Tuesday 4th July 2007 are a true and correct record of that meeting.

10. ACCEPTANCE OF FINANCIAL REVENUE & EXPENDITURE REPORTS

It is resolved to accept the financial revenue and expenditure reports for the financial year ending 23RD July 2007.

11. ACCEPTANCE OF PROPOSED BUDGET

In accordance with the Owners Corporation Act 2006, the Owners Corporation resolves to adopt and approve an amount of **\$164,351.00 including GST** to cover general administration and maintenance, insurance and other recurrent obligations of the Owners Corporation. The proposed budget will be effective from 24th July 2007 and accounts will be backdated accordingly.

The accepted budget will be billed in equal quarterly installments due and payable as follows:

- 1st Quarter -24/07/2007 to 23/10/2007 due 24/07/2007
- 2nd Quarter -24/10/2007 to 23/01/2008 due 24/10/2007
- 3rd Quarter -24/01/2008 to 23/04/2008 due 24/01/2008
- 4th Quarter -24/04/2008 to 23/07/2008 due 24/04/2008

**As the commencement of the financial period has passed, invoices will reflect any payments received to date and adjustments will be made accordingly.*

Administration		
Insurance	\$	15,000.00
Administration Fee	\$	10,450.00
GST Compliance Statement	\$	870.00
Internet Site	\$	375.00
Postage/Stationary/Photocopying	\$	1,950.00
Bank Charges/Bpay	\$	1,050.00
Audit Fees	\$	815.00
Building Maintenance/Services/Contracts		
Cleaning	\$	30,000.00
Lift Maintenance	\$	17,000.00
Lift Telephone Services	\$	1,000.00
General Repairs/Maintenance	\$	11,000.00
Rubbish Removal	\$	6,000.00
Window Cleaning	\$	5,000.00
Security/Keys/Locks	\$	1,000.00
Phone/Fax/Internet	\$	500.00
Building Services Consumption		
Lighting	\$	15,000.00
Water Usage	\$	5,000.00
Gas Usage	\$	4,000.00
Essential Services		
Essential Services Compliance Statement	\$	2,895.00
Essential Services Data Management	\$	1,320.00
Emergency Exit & Lighting	\$	450.00
O H & S Compliance Statement	\$	1,995.00
Mechanical Services		
Mechanical Services (inc the following)	\$	4,250.00
<i>Mechanical Ventilation</i>		
<i>Stair Pressurisation</i>		
<i>Pumps/Plant/Equipment</i>		
Fire Services		
ADT Fire Monitoring	\$	2,000.00
Fire Protection (inc the following)	\$	10,490.00
<i>Fire Phone</i>		
<i>Fire Sprinkler/Booster Pumps</i>		
<i>Fire Alarm/Evacuation System</i>		
<i>Fire Extinguisher/Hose Reels/Hydrants</i>		
<i>Fire Doors</i>		
<i>Fire Indicator Panel</i>		
<i>Fire Seals/Penetrations</i>		
Sub Total	\$	149,410.00



10/11/2008 \$54.90 OCAR
AG183335T

GST	\$	14,941.00
Total Budget	\$	164,351.00

12. OWNERS CORPORATION INSURANCE

It was resolved that the current insurance policy terms and conditions properly reflects the needs of members and is in accordance with section 59(3) (division 6) of the Owners corporation Act 2006.

Company:	Allianz Australia Insurance Limited
Policy No.	PS-514192X
Type of policy:	Residential Strata Insurance
Building including Common Contents:	\$ 20,200,000
Public Liability:	\$ 10,000,000.00
Fidelity Guarantee:	\$ 50,000

NOTE: Members are advised that the Owners Corporation (section 54 of the act) building policy does not provide protection for: privately owned fittings and fixtures including carpets, curtains, blinds and light fittings, or other electrical appliances which are not built into the lot, and can be removed without interference to the electrical wiring, regardless of the cause of the damage, or the legal liability in respect of any negligence that occurs within the titled area of the lot. It is therefore the responsibility of the Landlord / lot owner to ensure adequate cover is in place.

12.1 Insurance Valuation

Members to determine requirement of insurance valuation – It was determined that an insurance valuation was not required at this time.

13. ELECTION OF COMMITTEE

(i) In accordance with section 100 of the Owners Corporation Act 2006, an Owners Corporation affecting 13 or more lots must elect a committee. Committee must appoint a chairperson and secretary of the Owners Corporation Committee.

- Mr Andrew Salvo
- Mr Jason Van Der Slot
- Mr Woody Wunsch

(ii) It is resolved to nominate all committee members as members of the grievance committee for dispute resolution.

(iii) To set the first committee meeting date – It was resolved that a committee date would not be set at this time.

14. APPOINTMENT OF CHAIRPERSON

In accordance with section 105 of the Owners Corporation Act 2006 the members of the committee must appoint a member of the committee to be the chairperson.

It is resolved to appoint Mr Andrew Salvo as chairperson of the Owners Corporation.

15. APPOINTMENT OF SECRETARY

In accordance with Section 107 of the Owners Corporation Act 2006 a member of the Owners Corporation must be appointed as secretary.

It is resolved that the appointed manager of the owners corporation assist the appointed Secretary with their role by carrying out certain functions assigned to the Secretary as per the act.

It is resolved to appoint Mr Jason Van Der Slot as secretary of the Owners Corporation

16. INSTRUMENT OF DELEGATION

(i) *Delegation of the Committee* - In accordance with section 11 of the Owners Corporation Act 2006, it is resolved to delegate all responsibilities that are capable of being delegated to the Owners Corporation committee to make decisions on the behalf of the Owners Corporation. Note: Powers and functions that require a unanimous or special resolution of the Owners Corporation can not be delegated under section 11.



AG183335T
10/11/2008 \$54.90
OCAR

- (ii) *Delegation to the Owners Corporation Manager* - In accordance with sections 11 and 120 of the Owners Corporations Act 2006, it is resolved to delegate all the powers and functions that may be delegated under section 11 of the Owners Corporations Act 2006 to enable the Manager to perform the duties under the contract of appointment and to ensure the efficient and effective operation of the owners corporation
- (iii) *Delegation to the Owners Corporation Chairperson* – In accordance with sections 11, 98, 99, 106, 107 and 120 of the Owners Corporations Act 2006. It is resolved that the Chairperson would be delegated all the powers and functions that may be delegated under section 11 of the Owners Corporations Act 2006 to ensure the efficient and effective operation of the owners corporation.
- (iv) *Delegation to the Owners Corporation Secretary*– In accordance with sections 11, 98, 99, 106, 107 and 120 of the Owners Corporations Act 2006. It is resolved that the manager would be delegated all the powers and functions that may be delegated under section 11 of the Owners Corporations Act 2006 to ensure the efficient and effective operation of the owners corporation.

... **COMMON SEAL**

In accordance with section 20 of the Owners Corporation Act 2006, it is resolved the common seal be adopted as the common seal of the Owners Corporation.

It is resolved that a representative of Network Pacific Real Estate Pty Ltd be authorised to execute documents/owners corporation certificates under this seal.

18. PENALTY INTEREST

In accordance with section 29 of the Owners Corporation Act 2006 it is resolved the Owners Corporation may charge interest on any amount payable by a lot owner to the owners corporation that is still outstanding after the due date for payment.

19. REGISTERED OFFICE

It is resolved that the registered office of the Owners Corporation is:
NETWORK PACIFIC REAL ESTATE PTY LTD
LEVEL 1/296-302, DONCASTER ROAD,
NORTH BALWYN, VIC, 3104

20. ANCHOR POINTS/WINDOW CLEANING

It is resolved to investigate other alternatives rather than install anchor point for the cleaning of the external windows.

Action: Network Pacific to investigate the magnetic window cleaner

21. CARETAKERS AGREEMENT

It is resolved that Andrew Salvo of Salrest No. 2 is to review the amended caretakers agreement for approval.

Action: Andrew Salvo to advise the Manager of any further amendments and whether the agreement can be approved and executed under the seal of the Owners Corporation.

22. REGISTRATION OF COMBINED RULES

It is resolved to adopt and approve the combined rules.
It is further resolved to register the combined rules with the Titles Office.

23. GENERAL BUSINESS

There being no further business, the meeting closed at 2.45pm

¹ A member has the right to appoint a proxy. If you are unable to attend please complete the attached proxy form and return to Network Pacific Real Estate, Level 1, 296 Doncaster Road North Balwyn Vic or 3104 or via facsimile 03 9816 4722, or have your proxy and present it to the convenor prior to, or at the commencement of the meeting.

² A quorum for a meeting is at least 50% of the total votes, or if 50% of the total votes is not available, the quorum is at least 50% of the total lot entitlement.

MODEL RULES FOR AN OWNERS CORPORATION

1 Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the 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.

1.2 Storage of flammable liquids and other dangerous substances and materials

- (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.

1.3 Waste disposal

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.

2 Management and administration

2.1 Metering of services and apportionment of costs of services

- (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) Subrule (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.

3 Use of common property

3.1 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 subrule (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 subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

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; or
- (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.

3.3 Damage to common property

(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 subrule (1) or (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 subrule (4) must keep any device, screen or barrier installed in good order and repair.

4 Lots

4.1 Change of use of lots

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.

5 Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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.

5.2 Noise and other nuisance control

(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) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

6 Dispute resolution

(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 10 of the **Owners Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

AG183335T

10/11/2008 \$54.90 OCAR



AG183335T

10/11/2008 \$54.90 OCAR



Body Corporate Rules P.S. 514192X

1. DEFINITIONS

In these rules:

- (a) **"Act"** means the Subdivision Act 1988;
- (b) **"Body Corporate"** means Body Corporate No. 1 on Plan No. P.S. 514192X;
- (c) **"Building"** means the building constructed on the Land;
- (d) **"Common Property"** means any common property described on the Plan of Subdivision;
- (e) **"Development"** means all the land and improvements comprised in Plan of Subdivision No P.S. 514192X and known as Dominion Lifestyle Apartments or Dominion Apartments, 285 – 291 City Road, Southbank, Victoria 3006;
- (f) **"Land"** means the whole of the land described in the Plan;
- (g) **"Lot or Lots"** means a Lot or Lots on the Plan of Subdivision;
- (h) **"Manager"** means the person for the time being appointed by the body corporate as its manager or if no person is for the time being appointed, the secretary of the body corporate;
- (i) **"Member"** means an owner of a lot on the Plan of Subdivision;
- (j) **"Occupier"** means any person occupying or in possession of a lot of the Plan of Subdivision and can include a member;
- (k) **"Plan"** means Plan of Subdivision No P.S. 514192X;
- (l) **"Proprietor"** means a member of the Body corporate;
- (m) **"Regulations"** mean the Subdivision (Body corporate) Regulations 2001;
- (n) **"Security Key"** means a key, magnetic card or other device used to open doors, gates, and locks.

2. USE AND BEHAVIOUR BY PROPRIETORS, OCCUPIERS AND INVITEES:

A Member, must not, and must ensure that the Occupier of a Member's lot does not:

2.1

- (a) use the common property or the common facilities or permit the common property or common facilities to be used in such a manner as to unreasonably

interfere with or prevent its use by other members or occupants of lots or their families or visitors;

- (b) use or permit the common property or the common facilities to be used for any purpose other than that for which they were designed;
 - (c) do or suffer to be done in or upon the common property or the common facilities any act, matter or thing that may render any insurance in respect of the building void or voidable or by reason of which the rate of premium of any such insurance may be liable to be increased;
 - (d) use or permit any lot, the common property or common facilities to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier;
 - (e) use or occupy any lot or lots or any part thereof as a shop or other place for carrying on any trade or business, except lot 1;
 - (f) fail to accept liability for and compensate the body corporate in respect of all damage to the common property or personal property vested in it caused by any such Owner, Occupier or their invitees;
 - (g) fail to clear on each and every day the contents of the member's mail receiving box;
 - (h) fail to inform and require compliance of all Body corporate rules and regulations on any occupier, guest, visitor or invitee of any kind;
- 2.2 A proprietor or occupier of a lot when on common property or on any part of a lot so as to be visible from another lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property;
- 2.3 A proprietor or occupier of a lot must not smoke, eat, drink alcohol or other beverages in glass containers or receptacles of any kind in the stairwells, lifts, foyers, car park, lobbies or any area forming part of the common property;
- 2.4 A proprietor or occupier of a lot must not dispose or permit the disposal of cigarette butts, litter or any other materials over balconies or in common property except in those areas designated from time to time by the body corporate;

AG183335T

10/11/2008 \$54.90 OCAR



A handwritten signature in black ink, consisting of a stylized, cursive-like mark.

3. VEHICLES, DRIVEWAYS AND CAR PARK

A Member must not, and must ensure that the Occupier of a Member's lot does not:

- (a) use or permit to be used any part of the member's car parks otherwise than for the purpose of parking a motor vehicle and not to assign, sub-let or grant any licence to any person to use such car park without the consent in writing of the Body corporate;
- (b) park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a car park or in any place other than in a parking area specified for such purpose by the Body corporate;
- (c) drive or operate any motor vehicle on any internal surface in excess of 10kph;
- (d) permit bicycling, rollerblading, skate boarding, roller skating, or ball games in the car parking areas, driveways, or access pathways or any part of the common property;
- (e) park, either for short or long term periods, any Occupier's vehicle in any car park space, driveway, except in the space or spaces as delineated on title as belonging to each individual lot;
- (f) interfere with the operation, function or control of the electronic vehicle access gate;
- (g) wash any vehicle in any area or car parking space or any common property whatsoever;
- (i) allow any build up or discharge of oil or any other fluids from any parked vehicle and ensure that all vehicle parking surfaces are cleaned and any oil, grease and fluids of any kinds are removed immediately upon notice of the same by the Body corporate. The Body corporate reserves the right upon notice should the resident fail to immediately remove any build-up to clean the car park lot and invoice the owner for the cost of the same.
- (j) use the car park lot for storage of any item outside of its intended use as a car parking facility;
- (k) the proprietor may not install any storage unit, storage facility or bicycle rack within a member's car park lot without first having supplied plans of the same to the body corporate or its agent and having received prior written approval for the same.

AG183335T

10/11/2008 \$54.90 OCAR



A handwritten signature in black ink, consisting of a stylized 'X' or similar mark.

4. NOISE:

A Member must not and must ensure that the Occupier of a Member's lot does not:-

- (a) make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate;
- (b) make or permit to be made noise from music, machinery or other, including social gatherings, musical instruments, television sets, radios, stereos, CD players or the like which may be heard outside the owner's lot between the hours of 10.00pm and 8.00am;
- (c) create upon the Members lot any noise likely to be objected to or which would be likely to interfere with the peaceful enjoyment of the Proprietor or Occupier of another lot or of any person lawfully using common property;
- (d) not to hold any social gathering or create noise likely to be objected to in the common areas or on balconies, courtyards or patios and must ensure that any such noise is minimised by closing all doors, windows and curtains of his or her lot and also such further steps as may be within his or her power to effect between the hours of 10.00pm and 8.00am;
- (e) allow guests to leave or Members or Occupiers to leave or return to a lot between 10.00pm and 8.00am without making sure they do so in a quiet and orderly manner as to not cause any disturbance to any other Members or Occupiers;
- (f) without limiting the generality of the foregoing, use hammer drills, jack hammers, or carry on any building, renovations or the like in a lot on weekends or public holidays or between the hours of 9.00am to 5.00pm on weekdays.

5. ANIMALS:

A Member must not, and must ensure that the Occupier of a Member's lot does not:

- (a) keep any animal on the common property or within the Member's lot after being given notice by the body corporate to remove the animal after the body corporate has resolved that the animal is causing a nuisance;
- (b) exercise any animals on common property, allow any animal to roam freely or allow any animal to defecate or urinate on common property at any time;
- (c) fail to clean up after any animal debris or make good any damage to common property;
- (d) fail to clean up each day any animal debris from balconies, courtyards or patios within a Member's lot;

AG183335T

10/11/2008 \$54.90 OCAR



A handwritten signature or mark, possibly a stylized 'X' or initials, located in the bottom right corner of the page.

- (e) keep any animal on a balcony, courtyard or patio within the Member's lot if the Member, occupier or an invitee is not present;
- (f) keep any animal within a Member's lot without having first notified the Body corporate of the same.

6. BALCONIES, PATIOS, COURTYARDS AND EXTERNAL APPEARANCE

A Member must not, and must ensure that the Occupier of a Member's lot does not:-

- (a) allow any balcony or open area forming part of a lot to become unkempt, or unsightly;
- (b) hang any clothes, wind chimes, decorations, store bicycles or other articles from or on the outside of a member's lot or the common property or on or from any balcony, porch, entrance or landing of a member's lot or the common property except in specific areas if any designated for that purpose by the body corporate;
- (c) install any flywire screen, tinting, awning, security door or any other exterior fixture or fitting without first having obtained written permission to do so from the body corporate;
- (d) keep any plants, planter boxes or pots on any balcony, patio or courtyard that are not maintained in good health and condition and further that the size and type of plant shall not extend beyond the boundary of the lot or obstruct the views from another lot. Care must be taken when watering or cleaning to ensure no water or refuse or other item falls onto another Member's lot;
- (e) construct or erect any sheds, kennels or structures of any nature or description on any balcony, patio or courtyard without having first obtained the written consent of the body corporate;
- (f) install any external wireless, television aerial, sky dish receiver, satellite dish or receiver, wiring, cables, pipes or any other apparatus to the external face of the building;
- (g) install any air-conditioning unit in a lot or on a balcony, patio or courtyard without having received prior written permission from the Body corporate;
- (h) hang curtains, blinds or window coverings of any type visible from outside the lot unless those curtains, blinds or window covers have a backing of off-white or cream colour.

AG183335T

10/11/2008 \$54.90 OCAR



A large, stylized handwritten mark or signature, possibly a cross or a signature, located in the bottom right corner of the page.

7. RUBBISH

A Member must not, and must ensure that the Occupier of a Member's lot does not:-

- (a) store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Body corporate;
- (b) keep all garbage and refuse within the member's lot in tidily secured containers and place the member's garbage or refuse for collection in conformity with hygiene regulations of the Body corporate or the City of Melbourne as determined from time to time and to remove such garbage and refuse from the member's lot only in accordance with such regulations and at such times as shall be designated acceptable to the Body corporate and to ensure that all garbage of a wet nature shall be appropriately strained and wrapped to prevent spillage and that any ashes, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials shall similarly be appropriately wrapped to ensure the safety of residents, contractors and Council collection employees;
- (c) ensure rubbish bins are neatly positioned at the designated street pickup point on the eve of council collection AND promptly removed from the street the following day. It will be the occupier's responsibility to ensure that any loose garbage and refuse is picked up from the street if this occurs during council collection;
- (d) deposit any items or articles of rubbish including but not limited to any items of a non-household nature or furnishings, fittings or fixtures into any receptacle except as may be provided from time to time by the body corporate as separate collection for items of this nature;
- (e) deposit cans, bottles, cardboard and other recyclable items in the rubbish bins or any area except in the recycling bins or area provided for such;
- (f) throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, balconies, stairwells onto another member's lot or the common property. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the occupier of the member's lot.

8. RELOCATIONS, DELIVERIES, TRADESMAN AND MOVING OF ARTICLES

A Member must not, and must ensure that the Occupier of a Member's lot does not: -

- (a) give less than twenty-four (24) hours notice to the body corporate or its representative before any furniture, fittings, furnishings or equipment may be moved in or out of any lot and the moving of same must be done in a manner and at the time directed by the representative of the body corporate;

AG183335T

10/11/2008 \$54.90 OCAR



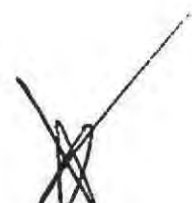
A large, stylized handwritten mark or signature in black ink, consisting of several overlapping strokes.

- (b) arrange for deliveries of any kind or nature unless the Member or designee is at or on the premises to accept and arrange for the same at each member's sole cost and liability;
- (c) ensure that the loading and unloading of vehicles shall be made entirely within the development at such locations and at such times as to cause minimum interference with other vehicular traffic and strictly in accordance with the regulations made by the Body corporate from time to time;
- (d) damage, obstruct or interfere with the lift, stairways, corridors or any common property when moving any items in or out of any lot;
- (e) use the lift for moving furniture and furnishings into or out of a unit without first having obtained the consent of the body corporate and then only by observing the specific instructions determined by the body corporate.



9. BUILDING WORKS

- 9.1 A Member must not, and must ensure that the Occupier of a Member's lot does not undertake any building works within or about or relating to a body corporate member's lot except in accordance with the following requirements:
- (a) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the body corporate or their representative and then strictly in accordance with those permits approvals and consents and any conditions thereof;
 - (b) The proprietor or occupier of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance disturbance and inconvenience from building operations to other lot owners and occupiers;
- 9.2 The proprietor or occupier of a lot must not proceed with any such works until:
- (i) the proprietor or occupier submits to the body corporate plans and specifications of any works proposed which affect the external appearance of the building or any of the common property or which affect the building structure or services or the fire or acoustic ratings of any component of the building; and
 - (ii) supplies to the body corporate such further particulars of those proposed works as the may be requested to enable the body corporate to be reasonably satisfied that the proposed works are in accord with the reasonable aesthetic and orderly development of the total building, do not endanger the building and are compatible with the overall services to the building and the individual floors; and
 - (iii) the proprietor or occupier receives written approval for those works from the body corporate.



- 9.3 The proprietor or occupier of a lot must ensure that the proprietor or occupier including servants agents and contractors undertaking such works comply with the proper and reasonable directions of the body corporate concerning the method of building operations, means of access, use of common property and on-site management and building protection, delivery of materials, parking of vehicles, disposal of waste and hours of work;
- 9.4 The proprietor or occupier of a lot must ensure that the servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein;
- 9.5 The proprietor or occupier of the lot must supply to the body corporate a copy of the servants agent and contractors all risk insurance policy taken out for protection of the body corporate during works and any possible consequential damage caused as a result of the same;
- 9.6 The proprietor or occupier of a lot shall immediately make good all damage to and dirtying of the building and common property which are caused by such works and if the proprietor or occupier fails to immediately do so after provision of notice, the body corporate reserves the right in its absolute discretion to make good any such damage or dirtiness and charge the cost of the same to the owner;
- 9.7 Arrange for tradespersons (except in emergencies) or any nature or kind to perform works to be accomplished except during normal working hours 8.00am to 5.00pm Monday to Friday and there shall be no work done by tradespeople on weekends or public holidays at all.

10. SIGNAGE

A member must not, and must ensure that the Occupier of a Member's lot does not (excluding Dominion Lifestyle Apartments Pty Ltd and / or their assignee for sales and marketing purposes): -

- 10.1 permit any signage advertising of a lot for sale or lease unless approved by the manager of the body corporate in writing and affixed to the development in an area designated by the manager and if approved by the manager affixed for a period of no longer than 60 days;
- 10.2 An owner or occupier of a member's lot shall not permit any advertising material, logos, sign writing to any external window or glazing or external solid face of a lot without the written consent of the body corporate;

Lot 1 as marked on the Plan of Subdivision may erect signage for the purpose of their business within their own boundaries. Signage design, location and size are subject to approval of the Body Corporate.

AG183335T

10/11/2008 \$54.90 OCAR



A handwritten signature in black ink, consisting of a large, stylized 'A' or similar character with a long diagonal stroke extending upwards and to the right.

11. DAMAGE, REPAIRS AND MAINTENANCE

A member must not, and must ensure that the Occupier of a Member's lot does not:-

- 11.1 damage, deface or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway, landing or any other body corporate property located on, in or attached to the common property, provided further that if the body corporate expends money to make good damage caused by any member or tenants, guests, servants or their invitees of any of the lots, the body corporate shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the owner of the lot;
- 11.2 interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the body corporate specifically for working being undertaken;
- 11.3 interfere with the operation, function or control of any of the common property fixtures, fittings or equipment;
- 11.4 store any inflammable liquid or chemical on any lot or any part of the common property nor suffer to be done any act or thing whereby any policy of insurance on the buildings and other improvements in the parcel or any part thereof may be invalidated or become void or voidable or which may render any increased premium payable in respect of such insurance;
- 11.5 interfere or activate any of the building's fire protection services including but not limited to alarms, sprinklers, smoke detectors, fire extinguishers and fire hydrants except in the case of an emergency provided further that the body corporate may recover the cost of any charges for false alarms or making good any damage from the Occupier or Member;
- 11.6 A proprietor or occupier of a lot must grant to the body corporate its servants and agents upon the member being given twenty-four (24) hours prior written notice, the right of access to any balcony forming part of the Lot for the purpose of maintenance of the external walls of the common property and the cleaning of the outside of the windows and external façade of the body corporate;
- 11.7 A proprietor or occupier of a lot must ensure that all smoke detectors installed in the lot are properly maintained and tested;
- 11.8 A proprietor or occupier of a lot must ensure that the front door to the apartment is maintained in accordance with the fire regulations and Certificate of Occupancy as a fire door and that no additional locks, chains, deadlocks or peepholes be installed on the door which may interfere with its use as a fire exit or void the integrity of the structure as a fire exit door under the fire regulations;

AG183335T

10/11/2008 \$54.90 OCAR



A handwritten mark consisting of a large, stylized 'X' or similar symbol, possibly a signature or initials, drawn in black ink.

- 11.9 A proprietor or occupier of a lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the lot;
- 11.10 A proprietor or occupier of a lot must ensure that any air-conditioning unit is maintained in accordance with the manufacturer's instructions and that any drainage trays are regularly emptied so as to ensure that water is not falling onto another lot within the body corporate or common property;
- 11.11 A proprietor or occupier of a lot must ensure that all accessible doors, windows and balcony glass are properly maintained and regularly cleaned.

11. CHARGING OF INTEREST AND RECOVERY OF AMOUNTS OWED TO THE BODY CORPORATE

- 12.1 The body corporate will charge penalty interest of no more than 2% per annum less than the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983;
- 12.2 The body corporate may recover any amount owed to the body corporate in a court of competent jurisdiction including all legal costs incurred by the body corporate in collection of the same;
- 12.3 The owner of a lot must not permit tenants or occupiers to avoid paying the cost of damage, false alarms or other amounts from time to time owed to the body corporate. If the amount is not paid within 7 days, or within the agreed period, the proprietor will become liable to the body corporate for the amount.

12. COMMERCIAL AREA (LOT 1)

13.1 Nothing herein shall prevent or prohibit commercial lot 1 from carrying on its reasonable business operations and to apply for, and obtain, any Planning Permit, Liquor License or any other Legislative consent or permit which the owner of any commercial lot may apply for. Provided that at all times the proprietor or occupier of any such commercial lot:

- (a) operates lawfully
- (b) obtains each and every permit, Liquor License or other consent required; and
- (c) operates within the terms of any such Liquor License, permit or consent.

The body corporate agrees not to do any such act, which may hinder or prevent such commercial lot from conducting its business.

13.2 The Licensees of any retails / commercial area will be responsible for all costs associated with the cleaning, repairs and maintenance of the areas licensed to them. The Licensees will be responsible for ensuring that these areas are kept in a pristine condition at all times.

AG183335T

10/11/2008 \$54.90 OCAR



A handwritten signature or mark, possibly initials, located in the bottom right corner of the page.

13. SECURITY

- 14.1 The body corporate may charge a reasonable fee for any additional security key required by the proprietor;
- 14.2 A proprietor or occupier of a lot must promptly notify the body corporate if a security key issued to him is lost or destroyed;
- 14.3 A proprietor or occupier of a lot or their invitees must not do or permit anything, which may prejudice the security or safety of the common property or any person in or about the building.

AG183335T

10/11/2008 \$54.90 OCAR



A handwritten mark consisting of a large, stylized 'X' or a similar scribble, located in the bottom right corner of the page.

MODEL RULES FOR AN OWNERS CORPORATION

1 Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the 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.

1.2 Storage of flammable liquids and other dangerous substances and materials

- (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.

1.3 Waste disposal

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.

2 Management and administration

2.1 Metering of services and apportionment of costs of services

- (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) Subrule (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.

3 Use of common property

3.1 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 subrule (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 subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

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; or
- (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.

3.3 Damage to common property

(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 subrule (1) or (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 subrule (4) must keep any device, screen or barrier installed in good order and repair.

4 Lots

4.1 Change of use of lots

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.

5 Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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.

5.2 Noise and other nuisance control

(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) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

6 Dispute resolution

(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 10 of the **Owners Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

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 THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

EPA Priority Sites Register Extract



Client: Baker & McKenzie
DX: 334 Melbourne

Client Ref: Dominion 285 City Road (Lot 61)
Certificate No: 28915331:49168495

Property Inquiry Details:

Street Address: Unit 61, 285 City Road
Suburb: SOUTHBANK
Map Reference: Melways Edition 39, Map No:43, Grid Letter: G, Grid Number: 12

Date of Search: 20/05/2015

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, or 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.

© Environment Protection Authority. This publication is copyright and the information contained within it is confidential to the Environment Protection Authority. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act or pursuant to a written agreement or otherwise for the purposes of processing the property transaction for which the information was acquired.

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.



Order number: 28974384
Your Reference: 10039777-85255096-000006
22/05/15 11:02

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	936009103879
Search type	Search By Grantor
Date & time search conducted	22/05/2015 11:02:39 (Canberra Time)
Search result expiry time	16/02/2016 11:02:39 (Canberra Time)
Number of results	0
Search Criteria	
Organisation name	Salrest No. 2 Pty Ltd

Registrations

No Registrations were found that match the specified Search Criteria

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 941915258999
Search type Search By Grantor
Date & time search conducted 22/05/2015 11:03:39 (Canberra Time)
Search result expiry time 16/02/2016 11:03:39 (Canberra Time)
Number of results 1
Search Criteria
ACN 112995178

Registrations

Registration number	Key Date/Times (All times are in Canberra Time)	Collateral details	Secured parties	No of attach
201112200315240	Start: 30/01/2012 00:00:00 End: Last change: 08/01/2013 20:57:12	Class: General Property - No Exceptions Type: Commercial Change No: 20672050	COMMONWEALTH BANK OF AUSTRALIA	2



Order number: 28974468
Your Reference: 10039777-85255096-000006
22/05/15 11:04

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	946131438036
Search type	Search By Grantor
Date & time search conducted	22/05/2015 11:04:21 (Canberra Time)
Search result expiry time	16/02/2016 11:04:21 (Canberra Time)
Number of results	0
Search Criteria	
ABN	80112995178

Registrations

No Registrations were found that match the specified Search Criteria

Due Diligence Checklist



What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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