

MARINA TOWER

MELBOURNE

SALE
CONTRACT



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Marina Tower Melbourne Residential Contract of Sale

Property: 6-22 Pearl River Road, Docklands

Lot Car Park Lot Storage Lot on PS728852M

Meteorite Land (Pearl River) Pty Ltd
ACN 165 201 169

CONTRACT OF SALE OF REAL ESTATE - PARTICULARS OF SALE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: 6-22 Pearl River Road, Docklands

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; and
- Vendor's Statement

and in that order of priority.

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 - 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; or
- 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 have 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.

Notice to Purchaser:

Section 9AA(1)(A) Sale of Land Act 1962

- (a) Subject to the limit set by section 9AA(1)(b) of the *Sale of Land Act 1962* (Vic) (which is 10%), the purchaser may negotiate with the vendor about the amount of the deposit payable under the contract; and
- (b) A substantial period of time may elapse between the day of sale and the day on which the purchaser becomes the registered proprietor of the lot; and
- (c) The value of the lot may change between the day of sale for that lot and the day on which the purchaser becomes the registered proprietor.

SIGNING OF THIS CONTRACT



Maddocks

**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 full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as an 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 of person signing

state nature of authority if applicable (e.g. "director", "attorney under power of attorney")

SIGNED BY THE VENDOR

_____ on ____ / ____ / 20__

print name of person signing

state nature of authority if applicable (e.g. "director", "attorney under power of attorney")

The Day of Sale is the date by which both parties have signed this contract.

PARTICULARS OF SALE

Vendor's Estate Agent

Name:					
Address:					
Telephone:	Fax:		DX:		Email:

Vendor

Name: Meteorite Land (Pearl River) Pty Ltd ACN 165 201 169
Address: Level 19, 15 William Street, Melbourne, Vic 3000

Vendor's Legal Practitioner or Conveyancer

Name: Maddocks (MZD:)
Address: 140 William Street Melbourne 3000
Telephone: 03 9258 3574 Fax: 03 9258 3666 DX: DX 259 Email: Margaret.DeRosa@maddocks.com.au

Purchaser

Name:					
Address:					
Telephone:	Fax:		DX:		Email:

Purchaser's Legal Practitioner or Conveyancer

Name:					
Address:					
Telephone:	Fax:		DX:		Email:

Property Address

Address: 6-22 Pearl River Road, Docklands

Land

The land is described in the attached copy title(s) and plan(s) as:

Lot		Car Park Lot		Storage Lot		on PS728852M
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being part of the land described in certificate of title volume 11410 folio 590 and all improvements and fixtures

Goods (List or attach schedule)

The chattels (if any) that are included in the list of fittings and finishes applicable to the Scheme for the Property in Annexure D to this Contract

Payment

Apartment Lot Price \$ _____

Car Park Lot Price \$ _____
(if applicable)

Storage Lot Price \$ _____
(if applicable)

Optional Extras Price (if applicable) \$ _____

Sub-total

Deposit \$ _____ being 10% of the Apartment Lot Price, the Storage Lot Price, the Car Park Lot Price and the Optional Extras Price payable by _____ / /20 (of which \$ _____ has been paid)

Balance \$ _____ payable at settlement

GST (refer to general condition 13)

The price includes GST (if any) unless the words 'plus GST' appear in this box: Not applicable

If this is a sale of a 'farming business' or 'going concern' then add the words 'farming business' or 'going concern' in this box:

Not applicable

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

Settlement

Is due on the date being 14 days after the Vendor gives notice to the Purchaser of:

(a) registration of Plan of Subdivision No. PS728852M by the Registrar of Titles under the *Subdivision Act 1988*; and

(b) the issue of the Occupancy Permit,

whichever is the later.

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box Not applicable in which case refer to general condition 1.1.

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

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:

Not applicable

Encumbrances

This sale is NOT subject to an existing mortgage unless the words 'subject to existing mortgage' appear in this box:

Not applicable

If the sale is 'subject to existing mortgage' then particulars of the mortgage are:

Special Conditions

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

special conditions

Day of Sale

The day of sale under this Contract is the date by which both parties have signed this Contract.

Particulars of Sale – Schedule 1

Bank Guarantee (Special Condition 4)

Yes

No

Purchaser's Status Declaration (Special Condition 26)

The Purchaser declares that it is a:

Non-Australian Resident Passport No. Copy of Passport provided

Australian Resident

FURTHER ENCUMBRANCES

If the sale is subject to an encumbrance ie: other than an existing mortgage, those encumbrances appear in Schedule 2

COLOUR SCHEME OPTION (Special Condition 15.7)

Option A (Light)(Default)

Option B (Dark)

OPTIONAL EXTRAS (Special Condition 15.8 and 37):

Item	Included? (Tick box if included)	Cost (Incl GST)
1. Timber Floors	<input type="checkbox"/>	
1.1 1 Bedroom Apartments		\$6,250
1.2 2 Bedroom Apartments		\$7,250
2. Airconditioning Upgrade (2 Bedroom Apartments Only) - Master Bedroom Air Conditioning Unit	<input type="checkbox"/>	\$5,550
3. Car Park Lot*	<input type="checkbox"/>	\$70,000 per Car Park Lot
4. Storage Lot*	<input type="checkbox"/>	\$5,000 per Storage Lot

* Note: 1 bedroom Apartments Lots do not include a Car Park Lot as part of the Apartment purchase price, and any Car Park Lot(s) selected will be for the additional price specified in this Optional Extras section.

2 bedroom Apartment Lots include 1 Car Park Lot as part of the Apartment purchase price, and 3 bedroom Apartments include 2 Car Park Lots as part of the Apartment purchase price. If a purchaser of a 2 or 3 bedroom Apartment Lot selects the Car Park Optional Extra, it will be for an additional Car Park Lot(s) at the price specified in this Optional Extras section.

No Apartment Lot includes a Storage Lot as part of the Apartment purchase price. If a purchaser selects the Storage Lot Optional Extra, it will be for the price specified in this Optional Extras section.

Particulars of Sale – Schedule 2

Encumbrances to be assumed by the Purchaser –

Encumbrances to be assumed by the Purchaser -

- 1) all registered and any unregistered and implied easements, covenants and restrictive covenants (if any) including those disclosed in the Vendor's Statement;
- 2) any easements and restrictions created by the Plan;
- 3) the provisions of any agreement which the Vendor may be required to enter into with any responsible authority in relation to the Plan including but not limited to an agreement under Section 173 of the Planning and Environment Act 1987 including arising out of a condition of any planning permit affecting the Property (as amended from time to time);
- 4) requirements of any planning permit affecting the Property (as amended from time to time);
- 5) any existing lease, licence or other right of occupation granted by the Owners Corporation(s) or to be granted by Owners Corporation(s) before the Settlement Date;
- 6) any Registrable Agreement;
- 7) the Owners Corporation Rules;
- 8) any Additional Restrictions;
- 9) ~~Caveat AK759461U~~
- 10) Section 173 Agreements AH085765E, AJ383081H, AJ383082F, AJ383083D and AJ383084B
- 11) The following documents which are available for inspection upon request to the Vendor's Solicitor, Maddocks of 140 William Street, Melbourne, Vic 3000:
 - NewQuay Central, Docklands Development Plan 2011;
 - Substation Lease to CitiPower Pty;
 - Car Park Lease dated 15 December 2011;
 - Variation of Lease dated 26 July 2013;
 - Assignment Deed – Car Parking Licence dated 19 December 2011 and Car Parking Licence dated 26 May 2006;
 - Deed Poll dated 19 December 2011;
 - New Party Accession Deed Poll dated 19 December 2011;
 - Harbourtown Centre Management Pty Ltd Budget Approval dated 1 July 2013;
 - Statement of Environmental Audit dated 19 May 2006;
 - ING Real Estate Development Environmental Audit dated September 2011.

Contract of Sale of Real Estate - General Conditions

Part 2 of the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008*

Title

5. Encumbrances

5.1 The purchaser buys the property subject to:

- (a) any encumbrance shown in the Vendor's 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.

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

6. Vendor warranties

6.1 The vendor warrants that these general conditions 5 to 32 are identical to the general conditions 5 to 32 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*.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 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.

6.4 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.

- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the Vendor's Statement.
- 6.6 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.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.
- 7. Identity of the land**
- 7.1 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.
- 7.2 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.
- 8. Services**
- 8.1 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.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 9. 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.
- 10. 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.
- 11. Release of security interest**
- 11.1 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.
- 11.2 Subject to general conditions 11.3 and 11.4, the vendor must ensure that at or before settlement, the purchaser receives—

- (a) a release from the secured party releasing the security interest in respect of the property; 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 the due date for 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 the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted—

if the security interest is registered in the Personal Property Securities Register.

- 11.3 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.
- 11.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that—
- (a) is not described by serial number in the Personal Property Securities Register; and
 - (b) is predominantly used for personal, domestic or household purposes; and
 - (c) 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.
- 11.5 A release for the purposes of general condition 7.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.
- 11.6 If the purchaser receives a release under general condition 7.2(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.7 In addition to ensuring a release is received under general condition, 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.
- 11.8 The purchaser must advise the vendor of any security interest that the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 11.9 If the purchaser does not provide an advice under general condition 11.8, 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.
- 11.10 If settlement is delayed under general condition 11.9, 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.
- 11.11 Words and phrases used in general condition 11 which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11.

12. **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.

13. **General law land**

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

13.2 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.

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

13.4 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.

13.5 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.

13.6 If the contract ends in accordance with general condition 13.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.7 General condition 14.1 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

14. **Settlement**

14.1 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.

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

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

15. **Payment**

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an 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.
- 16. Stakeholding**
- 16.1 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.
- 16.2 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.
- 16.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 17. GST**

- 17.1 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 a farming business and the supply (or a 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 a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 17.2 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'.
- 17.3 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.
- 17.4 If the particulars of sale specify that the supply made under this contract is a 'farming business':
- (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.
- 17.5 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.
- 17.6 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.
- 17.7 This general condition will not merge on either settlement or registration.
- 17.8 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.
- 18. Loan**
- 18.1 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.
- 18.2 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.

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

19. Adjustments

19.1 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.

19.2 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

20. Time

20.1 Time is of the essence of this contract.

~~20.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.~~

21. Service

21.1 Any document sent by post is taken to have been served on the next business day after posting, unless proved otherwise.

21.2 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.

21.3 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.

22. Nominee

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

23. 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.

24. 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.

25. 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.

26. 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.

27. Terms contract

27.1 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.

~~27.2 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.

28. Loss or damage before settlement

- 28.1 The vendor carries the risk of loss or damage to the property until settlement.
- 28.2 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.
- 28.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 28.2, but may claim compensation from the vendor after settlement.
- 28.4 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 28.2 at settlement.
- 28.5 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.
- 28.6 The stakeholder must pay the amounts referred to in general condition 28.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

29. 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

30. 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.

31. Default notice

- 31.1 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.
- 31.2 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.

32. Default not remedied

- 32.1 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.
- 32.2 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.

32.3 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.

32.4 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.

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

SPECIAL CONDITIONS

1. Definitions and Interpretation

1.1 Definitions

In these special conditions:

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

Additional Restrictions includes all easements, encumbrances, rights, privileges, restrictions on use, covenants, dedications of land, agreements (including the entering into of any agreement under section 173 of the *Planning & Environment Act 1987* including as contemplated by special condition 14), leases, licences, other occupation rights and arrangements relating to all or part of the land comprised in the Development which are:

- (a) required by an Authority;
- (b) required by a condition of an Approval;
- (c) reasonably and properly required for the Development;
- (d) necessary to satisfy a Requirement; or
- (e) required by NBN Co Limited.

Adjoining Property means Lot 1 on PS527877Q

Apartment means the apartment lot forming part of the Property as specified in the particulars of sale.

Approvals means any permit, licence, consent, certificate or other approval obtained or required to be obtained from an Authority in relation to the Development, any lot on the Plan.

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) an Australian-owned bank; or
- (b) a foreign subsidiary bank.

Bank Guarantee means an unconditional and irrevocable guarantee or undertaking by a Bank, subject to the terms of this Contract and in favour of the Vendor's solicitor with an expiry date (if any) at least 60 days after the expiry of the Registration Period or such other date authorised by the Vendor in writing and in a form satisfactory to the Vendor and the Vendor's financier and includes any replacement bank guarantee that is accepted by the Vendor.

Builder means the building practitioner with whom the Vendor enters into the Building Contract or such other building practitioner as the Vendor may nominate from time to time.

Building means any building or other improvements to be erected on any part of the Site.

Building Contract means the major domestic building contract, as defined in the DBC Act, under which the Builder will construct the Building.

Business Day means any day which is not a Saturday, Sunday or proclaimed public holiday in the State of Victoria.

Car Park means the car park (if any) forming part of the Property as described in the particulars of sale.

Chattels are the goods, if any, sold as part of the Property under this Contract.

Claim means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), Loss, expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising.

Colour Scheme Option means the two colour scheme options set out in Schedule 1 to the particulars of sale.

Common Property means the common property (if any) created by registration of the Plan.

Contract means this contract of sale and includes all enclosures and annexures.

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

Default Colour Scheme Option means the light colour scheme as set out in schedule 1 of the particulars of sale and the Plans and Specifications.

Deposit means an amount equal to the proportion of the price that is set out as the deposit in the particulars of sale.

Development means the land in the Plan and any surrounding land to be developed by the Vendor and known as Marina Tower Melbourne.

Facilities means the facilities created, or to be created, for the use and enjoyment of owners of residential Lots within the Development which may or may not include a swimming pool, a gym and a Marina Club as contemplated by special condition 11.

FIRB means the Foreign Investment Review Board.

General Conditions are the conditions set out in Part 2 of the Law Institute of Victoria standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008*.

Guarantee means the guarantee and indemnity in the form set out in Annexure A.

GST means GST within the meaning of the GST Act.

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

Hazardous Materials includes all hazardous substances and any pollutant or contaminant defined as such in (or for the purposes of) any federal, state or local statute, law, ordinance, Rule or regulation, regulating or imposing liability of standards of conduct or concerning any such substance or material.

Hotel means the hotel to be constructed as part of the Development.

Interest means the interest (if any) that accrues on the Deposit less the taxes, charges and fees charged on, or attracted by, the Deposit or by the interest earned on it.

Insolvency Event means, in relation to a party, any of the following events:

- (a) the party assigns any of its property for the benefit of creditors or any class of them;
- (b) the party's interest in or under this Contract or in the subject matter of this Contract becomes attached or taken in execution or under any legal process;
- (c) an encumbrancee takes any step towards taking possession or takes possession of any assets of the party or exercises any power of sale;
- (d) the party ceases, suspends or threatens to cease or suspend the conduct of a majority of its business, or disposes of or threatens to dispose of its assets, except for the purposes of a solvent reconstruction or amalgamation previously approved by the other party;
- (e) any security interest becomes enforceable or is enforced against the party;
- (f) a distress, attachment or other execution is levied or enforced against the party in excess of \$10,000;
- (g) the party has a judgment or order given against it in an amount exceeding \$10,000 (or the equivalent in another currency) and that judgment or order is not satisfied or quashed or stayed within 20 Business Days after being given;
- (h) the party takes any step to obtain protection or is granted protection from its creditors under any applicable legislation;
- (i) a resolution is passed by the party to appoint an administrator or an administrator of the party is appointed;
- (j) an order is made that the party be wound up;
- (k) an order is made appointing a liquidator or a provisional liquidator of the party;
- (l) the party resolves to wind itself up or otherwise dissolve itself, or gives notice of its intention to do so, except for the purposes of a solvent reconstruction or amalgamation previously approved by the other party, or is otherwise wound up or dissolved;
- (m) an order is made or a resolution is passed for the party to enter into any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them, except for the purposes of a solvent reconstruction or amalgamation previously approved by the other party;
- (n) the party is, or states that it is, or under applicable legislation is taken to be, unable to pay its debts (other than as a result of a failure to pay a debt or claim

Owners Corporations Act means the *Owners Corporations Act 2006 (Vic)* as amended from time to time.

Owners Corporation Rules means any existing owners corporation rules and any proposed owners corporations rules set out at Annexure E.

Owners Corporations Regulations means the *Owners Corporations Regulations 2007 (Vic)* as amended from time to time.

Parent title means the land contained in certificate of title 11410 folio 540.

Permit Date means the date which is 18 months after the day of sale.

Places Victoria means the Urban Renewal Authority of 710 Collins Street, Docklands, Victoria, 3008.

Plan means proposed plan of subdivision number PS728852M, a copy of which is included in the Vendor's Statement and includes any amendments or alterations made to the plans and any restriction noted on the plans and wherever the context permits means either one of them.

Planning Scheme means Melbourne Planning Scheme.

Plans and Specifications means the floor plans, elevations and specifications in Annexure C and the list of fittings and fixtures in Annexure D, as may be varied.

Property means the property sold pursuant to this Contract. The terms Land, Lot, Property are used intermittently throughout this Contract, however, they all mean the property sold pursuant to this Contract.

Property Controls means all existing and future planning, environmental, building and similar controls relating to the use or development of the Property, including (as applicable), the Planning Scheme.

Property Council Method of Measurement for Residential Property means the document titled 'Method of Measurement' by the Property Council of Australia dated 15 April 2008 which provides guidelines for measuring floor space in residential premises.

Purchaser Rights means:

- (a) claiming compensation;
- (b) rescinding or purporting to rescind;
- (c) calling the Vendor to amend title or bear any cost of doing so;
- (d) delaying settlement;
- (e) avoiding any of its obligations; and
- (f) making any other Claims,

under or in connection with this Contract.

Registrar means the Registrar of Titles of Victoria.

Registration Period means the period commencing on the day of sale and expiring 60 months after the day of sale.

Related Body Corporate has the same meaning given to that term in the *Corporations Act 2001* (Cth).

Requirement means any notice, order, direction, requirement, statute, ordinance, proclamation, regulation, scheme, permit, by-law or other regulatory requirement, present or future, affecting or relating to the Property, the use of the Property or the Development irrespective of whether the Requirement is addressed to the Vendor, the Purchaser or any other person.

Registrable Agreement means any agreement entered into by the Vendor with Places Victoria pursuant to section 24 of the *Docklands Act 1991* (Vic)

which may, or may not be registered against the title to the Property and/or any Common Property.

Substation means the substation on the Parent Title to be relocated as contemplated by special conditions 6.1.4 and 10.5.1(h).

Substation Plans means proposed plans of subdivision PS728818M and the plan of subdivision under section 32 of the Subdivision Act 1988 (copies of which are attached to the Vendor's Statement) section 32 which, if they are to be registered, will be registered before the Plan.

Settlement Date means the date on which the Balance must be paid.

Site means the whole of the land comprised in the Plan.

Storage Lot means the storage lot as described in the particulars of sale.

Subsequent Stage Land means all the land included in the Development except for the land in the Plan.

Surface Works Plan means the plan setting out the surface works contemplated by special condition 9 and attached as Annexure B.

Swimming Pool means any swimming pool which may be constructed as part of the Development, and if so constructed may be located within the Hotel Lot.

Swimming Pool Access and Maintenance Agreement means the draft agreement attached at Annexure F, which may be amended as contemplated by special condition 10.5.5.

Takeovers Act means the Foreign Acquisitions and Takeovers Act 1975 (Cth).

Utilities includes water, recycled water, sewerage, drainage, gas, electricity, telecommunications and other like services.

Vendor's Agent means the estate agent or estate agents for the Vendor, if any, whose details are set out in the particulars of sale.

Vendor's Statement means a statement made under section 32 of the *Sale of Land Act 1962* (Vic). A copy of the Vendor's Statement for this Contract is attached.

Water Assets means the plant and equipment room on the Parent Title which houses water meters, fire boosters and sprinkler control valves.

Works means all design, building and construction work that the Builder is obliged to complete:



- (a) under the Building Contract to effect completion of the Building; or
- (b) because of a Law that applies to the Site.

1.2 Interpretation

In this Contract:

1.2.1 a reference to:

- (a) any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision;
- (b) the singular includes the plural and vice versa;
- (c) an individual or person includes a corporation, firm, authority, government or government authority and vice versa;
- (d) any gender includes the other genders;
- (e) a party to this Contract includes that party's executives, administrators, successors and permitted assigns; and
- (f) ~~a condition, annexure or schedule is a reference to a condition, annexure or schedule of this Contract.~~

1.2.2 including and singular expressions are not words of limitation;

1.2.3 headings are for convenience and reference only and do not affect the meaning or interpretation of this Contract; and

1.2.4 if the whole of any part of a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions will not be affected.

1.3 Any obligation on the part of two or more persons under this Contract binds all of them jointly and each of them severally, unless expressed to be only several.

1.4 The obligations imposed and the benefits conferred under this Contract on each of the parties are binding upon and enure for the benefit of the respective parties and each of their respective successors in title, legal personal representatives and permitted assigns.

1.5 If an act must be done on a specified day, which is not a Business Day, the act must be done on the Business Day immediately after that specified day.

1.6 If a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

1.7 If it is not possible to read down a provision as required in special condition 1.6, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Contract.

2. Amendment to General Conditions

2.1 The Purchaser and the Vendor agree that if there is:



- 2.1.1 any inconsistency between the provisions of the General Conditions and special conditions then, except in the case of manifest error, to the extent of any inconsistency the provisions of the special conditions will prevail and have priority; and
- 2.1.2 any inconsistency between this special condition and any other special condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other special conditions will prevail and have priority over this special condition.
- 2.2 Without limiting the specific provisions of any other special condition, the General Conditions are amended as set out in this special condition 2.
- 2.3 The General Conditions (GC) are amended as follows:
 - 2.3.1 GC5 is deleted. Except to the extent otherwise provided for in this Contract, the Purchaser must obtain all necessary consents or licences required for the sale. The Vendor must sign all consents and authorisations as reasonably required by the Purchaser to obtain any necessary consent or licence.
 - 2.3.2 GC6 is amended by inserting the following sentence at the end of the General Condition: 'The purchaser will be deemed to have defaulted in payment of the balance of the price if the transfer of land document is not delivered as required by this general condition. The default will be deemed to commence on the settlement date and terminate 10 days after the date on which the vendor receives the transfer of land document.'
 - 2.3.3 GC10.1 (b)(i) is amended to read: 'provide all title documents necessary to enable the Purchaser to become the registered proprietor of the land; and '.
 - 2.3.4 GC10.3 is amended by adding a new sentence at the end of the condition as follows: 'A settlement which occurs after 3pm will, unless the vendor agrees otherwise, be treated as having occurred at 9am on the following Business Day.'
 - 2.3.5 GC11.1(c) is deleted.
 - 2.3.6 GC11.2 is amended by inserting an additional sentence as follows:

'Unless the price includes GST, the reference to "the price" in this general condition 11.2 refers to the price plus any GST payable on the price.'
 - 2.3.7 GC11.5 is amended to read: 'For the purposes of this general condition 'authorised deposit taking institution' means a Bank'.
 - 2.3.8 GC11.6 is amended by changing the reference to '3 bank cheques' to '6 bank cheques'.
 - 2.3.9 GC13 is amended as follows:
 - (a) the following words are inserted at the end of GC13.2:

'The Purchaser must pay any amount that it is required to pay under this clause in full and without deduction, set-off, withholding or counterclaim.'
 - (b) the following words are added to the end of GC 13.6:

, unless the Vendor notifies the Purchaser in writing that the margin scheme does not apply to this contract'.

(c) the following new sub-paragraph is added to GC13.8:

'(c) any term used in this General Condition has the meaning given in the GST Act.'

(d) the following new sub-clauses are added as GC13.9 and GC13.10:

'13.9 Despite any other provision of this Contract, if either party is required to reimburse to the other any costs, expenses or other amounts (or the part) that the other party has incurred in connection with this Contract, the amount to be reimbursed must be reduced by any part of that amount which is recoverable by the other party by way of input tax credit, partial input tax credit or other like set-off.

13.10 The amount recoverable on account of GST under this clause by the Vendor will include any fines, penalties, interest and other charges incurred as a consequence of late payment or other default by the Purchaser under this clause.'

2.3.10 GC18 is amended by adding an additional sentence as follows:

~~'Any nomination must be made at least 10 days before the settlement date. If the Purchaser wishes to nominate it must deliver to the Vendor's legal representative or conveyancer:~~

- (a) a nomination notice executed by the nominee and the Purchaser;
- (b) a copy of the duly signed nominee statutory declaration required by the State Revenue Office;
- (c) if the nominee is a corporation to which General Condition 20 applies, a guarantee and indemnity (in the form attached to this Contract as Annexure A but includes changes necessary by reason of the nomination);
- (d) a written acknowledgment from the Guarantors that the nomination of the nominee does not vitiate the Guarantors' obligations;
- (e) a statement signed by the Purchaser and the nominee that the nominee is not obliged by the Takeovers Act to furnish notice to the Treasurer of its intention to acquire an interest in the Property; and
- (f) a cheque payable by the nominee to the Vendor's legal representative or conveyancer for \$320 being their costs for advising the Vendor on compliance with this special condition 2.3.10.'

2.3.11 GC19 is amended to read as follows: 'Any signatory for a proprietary limited company purchaser or a trust 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 or a trust'.

2.3.12 GC20 is amended to read as follows: 'If the purchaser is a company other than a public company or if the purchaser nominates a substitute purchaser which is a company other than a public company, the Purchaser must procure the execution of the Guarantee by:

- (a) each of its directors; or
- (b) a listed company of which the purchaser is a subsidiary,

at the purchaser's expense and deliver it to the vendor together with the executed contract.'

2.3.13 The second sentence of GC21 is amended to read: 'The purchaser may enter the property on reasonable times and following prior written notice to the vendor to comply with that responsibility where action is required before settlement. The purchaser must use its reasonable endeavours not to disrupt the use and occupation of the property by the vendor and indemnifies the vendor for any loss or damage suffered by the vendor as a consequence of the purchaser exercising its rights under this general condition.'

2.3.14 GC24.4 to 24.6 (inclusive) are deleted.

2.3.15 GC25 is amended by adding the following new paragraph at the end of the condition: 'The Purchaser acknowledges that the following items constitute 'a reasonably foreseeable loss' :

- (a) all costs associated with bridging finance to complete the vendor's purchase of another property;
- (b) expenses payable by the vendor under any existing loans secured over the property or other property of the vendor;
- (c) accommodation expenses incurred by the vendor;
- (d) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach, including the cost of issuing any default notice agreed at \$850 plus GST;
- (e) any commission or other expenses claimed by the Vendor's Agents or other representing relating to sale of the Property; and
- (f) penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property.'

2.3.16 GC26 is amended by deleting "2%" and replacing it with "6%".

2.3.17 GC28 is amended by including a new paragraph 28.6 as follows: 'Unless the price includes GST, the reference to 'the price' in this GC28 refers to the price plus any GST payable on the price.'

3. Deposit

- 3.1 The Deposit monies paid or payable under this Contract must not exceed 10 per cent of the purchase price. The Deposit must be paid to the Vendor's solicitor named in this Contract to be held on trust for the Purchaser held in the Vendor's solicitor's trust account until the registration of the Plan.
- 3.2 If the Deposit is paid by cash, the Vendor and the Purchaser authorise the Vendor's solicitor to invest the Deposit and agree that any Interest which accrues on the Deposit money will be paid to the party entitled to the Deposit on the date on which the Deposit is released to that party.

the Vendor's solicitor (but in no circumstances the Vendor) is irrevocably authorised to draw on the Bank Guarantee if one has been provided.

4.7 Any Bank Guarantee provided to the Vendor under this special condition 4 will be held on trust by the Vendor's solicitor for the Purchaser until registration of the Plan.

4.8 Any moneys paid by:

4.8.1 the Purchaser pursuant to special conditions 4.4.1 or 4.5; or

4.8.2 the Bank pursuant to special condition 4.6,

must be dealt with by the Vendor's solicitor and in accordance with special condition 3.1 and the *Sale of Land Act* 1962. For the avoidance of doubt, this special condition takes precedence over anything else in this special condition 4.

4.9 Should the Purchaser pay the Deposit or any part of the Deposit by way of Bank Guarantee, the Purchaser must procure the Bank to pay a fee of \$320 to the Vendor's solicitor before such Bank Guarantee (including any replacement Bank Guarantee) is accepted and in any event before or as a condition of settlement.

5. Registration of Plan

5.1 This Contract is subject to the condition subsequent that the Plan is registered by the Registrar within the Registration Period.

5.2 The Vendor will at its own cost endeavour to procure registration of the Plan by the Registrar within the Registration Period. The obligation arising pursuant to this special condition 5.2 will not be taken to require the Vendor to carry out, manage or arrange the carrying out of domestic building work as defined within the meaning of the DBC Act.

5.3 If the Plan is not registered within the Registration Period then either party will have the right to rescind this Contract by giving notice in writing to that effect to the other party prior to the Plan being registered whereby all moneys paid under this Contract will be refunded to the Purchaser and, neither party will have any action right, claim or demand against the other under this Contract or arising from or out of the rescission of this Contract including the failure of the Vendor to procure registration of the Plan.

6. Amendments to Plan

6.1 The Purchaser acknowledges that:

6.1.1 as at the day of sale the Vendor has not fully determined the number and size of all Lots within the Building;

6.1.2 one or more floors in the Building may:

(a) comprise a single Lot; or

(b) be broken up into two or more Lots and/or subsequently combined into a single Lot;

6.1.3 the number, size, configuration of and shape of any Lot or Lots on any floor of the Building (other than the Property) may be amended at the Vendor's discretion;

6.1.4 there are existing Substation and Water Assets on the Parent Title which are proposed to be relocated to the Adjoining Property by way of either transfer,



lease, license, or vested in, owners corporation 1 of the Adjoining Property, and as a result the configuration and extent of the land in the Plan (including any Common Property) may change as specified in the Substation Plans;

- 6.1.5 the area of the Common Property may be reduced, increased or reconfigured; and
 - 6.1.6 the number, location and/or configuration of car parks and storage lots may be altered at the Vendor's discretion.
- 6.2 Subject to section 9AC of the *Sale of Land Act* 1962, the Vendor may make such minor alterations to the Plan that:
- 6.2.1 may be necessary to:
 - (a) effect anything contemplated by special condition 6.1;
 - (b) accord with surveying practice; or
 - (c) alter the Plan so that the land in the Plan is developed in stages; or
 - (d) comply with any requirement, recommendation or requisition of an Authority or of a consultant to the Vendor or a combination of them; or
 - 6.2.2 in the opinion of the Vendor, are required for the development, use, occupation, proper management or adequate servicing of the Development or any part of it.
- 6.3 The Purchaser will accept the Property described on the Plan as ultimately registered notwithstanding that there may be minor variations or discrepancies between the Lot or Lots hereby sold and the Lot or Lots on the registered Plan.
- 6.4 The Purchaser agrees not to make any objection, requisition or exercise any of the Purchaser's Rights because of:
- 6.4.1 any amendment or alteration to the Plan (including alterations to the lot entitlement or lot liability attributed to the Property) which does not materially and detrimentally affect the Purchaser (and the Purchaser agrees and acknowledges that the changes contemplated by special condition 6.1 do not constitute material changes); or
 - 6.4.2 any alleged misdescription of the Land or deficiency in its area or measurements; or
 - 6.4.3 any renumbering of stages or Lots on the Plan.
- 6.5 For the purposes of special condition 6.4, the Purchaser agrees that an alteration to the Plan which results in a change to the area of the Property of less than 5% as determined by the Property Council of Australia Method of Measurement for Residential Property is a minor variation or discrepancy and does not materially or detrimentally affect the Purchaser.
- 7. Planning Permit**
- 7.1 This Contract is subject to and conditional upon the Vendor obtaining either the grant of a new planning permit or an amendment of any existing planning permit that is satisfactory to the Vendor by the Permit Date authorising the Vendor's proposed use and development of the Development (**Planning Permit**).

7.2 If the Planning Permit:

- 7.2.1 has been refused or if any application for review of Council's decision has been dismissed by the Victorian Civil Appeals Tribunal (**VCAT**) or any other appeal body; or
- 7.2.2 has not been granted or amended; or
- 7.2.3 is granted or amended subject to conditions which are, in the Vendor's absolute and sole discretion, unacceptable to the Vendor,

by the Permit Date, then the Vendor may rescind this Contract by giving notice in writing to that effect to the Purchaser whereby all monies paid under this Contract will be refunded to the Purchaser and neither party will have any action, right, claim or demand against the other under this Contract or arising from or out of the rescission of this Contract under this Special Condition 7 including the failure of the Vendor to obtain the Planning Permit by the Permit Date.

- 7.3 This Special Condition 7 is for the sole benefit of the Vendor and may only be waived by the Vendor notifying the Purchaser in writing of the waiver prior to the Permit Date.

8. Caveat

- 8.1 The Purchaser must not lodge or cause or allow any person claiming through it or acting on its behalf to lodge on the Purchaser's behalf any caveat in relation to the land prior to the registration of the Plan.

- 8.2 The Purchaser acknowledges that this special condition is an essential term of the Contract, breach of which (without prejudice) to any other rights that the Vendor may have with respect of the breach will entitle the Vendor to make a claim for damages which the Purchaser must pay on demand as the damages suffered by the Vendor up to the date of which the caveat is withdrawn.

- 8.3 The Purchaser appoints the Vendor's solicitors as its attorney to withdraw any such caveat or signing a withdrawal of such caveat. This appointment will survive the rescission or termination of this Contract by either party.

9. Disclosure of Surface Level Works

The Vendor notifies the Purchaser pursuant to section 9AB of the *Sale of Land Act 1962* that details of all Works affecting the natural surface level of the Lot sold or any land abutting the Lot in the same subdivision as the Lot which:

- 9.1 have been carried out on that land after the certification of the Plan and before the date of this Contract; or
 - 9.2 are at the date of this Contract being carried out, or at the date of this Contract are proposed to be carried out on that land,
- are set out in the Surface Level Works Plan.

10. Owners Corporations**10.1 Restriction of Rights**

While the Vendor remains the owner or occupier of any Lot or Lots on the Plan or is entitled to be registered as an owner of a Lot or Lots the Purchaser agrees to the extent permitted at law that:

- 10.1.1 the Purchaser will not exercise any of its rights or powers as a member of the Owners Corporations or any committee of the Owners Corporations in such a way as to:
- (a) hinder the completion of the construction of the Development or any future stage of the development of any part of the Site; or
 - (b) delay, impede or prevent the granting of any planning or other approval for the Development or the future development of any part of the Site; or
 - (c) hinder the Vendor's or the Developer's marketing activities; or
 - (d) be contrary to the reasonable directions of the Vendor or the Developer from time to time; or
 - (e) delay, impede or prevent the passage of the special resolution to adopt the proposed Owners Corporation Rules or such other rules as the Vendor may wish to be adopted; and
- 10.1.2 the Purchaser will exercise its rights as a member of the Owners Corporations as directed by the Vendor (acting reasonably) from time to time.

10.2 Vendor may conduct activities

- 10.2.1 The Purchaser acknowledges that both before and after the Settlement Date, ~~but only for as long as the Vendor remains an owner of a Lot or Lots on the Plan,~~ the Vendor and persons authorised by the Vendor (including the Developer) may:
- (a) conduct selling activities from the Site;
 - (b) place and maintain on and outside the Site (excluding the Property) signs in connection with those selling activities; and
 - (c) place and maintain on and about the Site an office or facility or both for representatives of the Vendor and their representatives.
- 10.2.2 The Purchaser waives all rights to make or take any objection to the methods used by the Vendor and persons authorised by the Vendor in its efforts to sell by public auction or otherwise the remaining Lots in the Development including without limitation the use of signs, public auctions and the use of the Common Property provided that the Vendor must at all times display reasonable consideration for the comfort and convenience of the Purchaser.
- 10.2.3 The Purchaser covenants with the Vendor that upon the Purchaser or any of the Purchaser's tenants being entitled to possession or occupation of the Property, they must do all things necessary to cooperate with the Vendor's or the Developer's marketing and selling of the other Lots. The Purchaser agrees (and the Purchaser must cause the Purchaser's tenants to comply) that they must not cause any nuisance which may hinder the marketing and sale of the Lots.
- 10.2.4 If the Purchaser wishes to sell or lease their Property, the Purchaser agrees not to erect any signs including advertising boards on the Property unless such sign or advertising board is authorised by the Owners Corporations without the Vendor's prior written consent. The Purchaser acknowledges and agrees that the Vendor may remove any such signs that are erected on the Property at the Purchaser's cost, if such sign is not installed in compliance with this special condition 10.2.4.

- 10.2.5 This special condition 10.2 will not merge on settlement, but will continue in full force and effect.

10.3 Owners Corporation Rules

The Purchaser acknowledges and agrees that:

- 10.3.1 it has read and understood the Owners Corporations Rules and admits that the Property is sold subject to the Owners Corporation Rules and, in particular, subject to:
- (a) the lot entitlement and lot liability and all other information set out in the Plan; and
 - (b) the provisions of the Owners Corporations Act and Owners Corporations Regulations as amended from time to time;
- 10.3.2 the Vendor may make changes to the proposed Owners Corporation Rules on or before the Settlement Date that are determined by the Vendor to be in the interests or furtherance of the Development or otherwise desired by the Vendor (acting reasonably) including without limitation the matters set out in special conditions 11, 13 and 39;
- 10.3.3 the Vendor proposes (but is not obliged) to cause the Owners Corporations to pass a special resolution or resolutions to adopt the proposed Owners Corporation Rules and the Purchaser is bound by those rules;
- 10.3.4 the Vendor, having regard to the interests of the Owners Corporations and its proper functioning, may alter the proposed Owners Corporation Rules before they are adopted; and
- 10.3.5 the proposed Owners Corporation Rules or such other rules as are adopted will not apply to or be enforceable against the Vendor or the Builder (or their respective agents, employees and contractors and related bodies corporate) where to do so would delay, impede or prevent the repair works, the ongoing Works or the marketing activities being carried out.

The Purchaser covenants with the Vendor that it will not, nor cause anybody on its behalf to either directly, or indirectly hinder, delay, impede, object or prevent the Vendor from exercising its rights under this special condition.

10.4 Common Property

The Purchaser acknowledges and agrees that:

- 10.4.1 the Vendor may (but is not required to), appointed Essential Community Management Pty Ltd as manager for the Owners Corporations; and
- 10.4.2 the Vendor may or may permit the Owners Corporations to:
- (a) install, affix or erect structures of whatever nature including but not limited to any marketing or promotional materials or signage on or to the roof or walls of any parts of the Common Property;
 - (b) install cabling, line links, head ends, wiring, conduits, boxes, wall plates, splitters and, other electronic equipment and facilities on any part of the Common Property as would be reasonably required for a project of the scale of the Development;

- (c) install furniture, tables, chairs or other equipment in Common Property areas;
- (d) screen or fence off parts of the Common Property;
- (e) grant leases or licenses of parts of the Common Property on such terms and conditions as the Vendor or Owners Corporations sees fit as would be reasonably required for a project of the scale of the Development;
- (f) change the area of the Common Property;
- (g) create or reserve such easements or reservations over areas of the Common Property as may be necessary to give effect to and to protect the rights of ownership of and access to equipment and facilities within such areas;
- (h) enter into long-term agreements for the supply of utilities to the Site, or to accommodate the matters referred to in special condition 10.4.2; and
- (i) authorise the further subdivision or disposition of the Common Property or any Lots under Section 32 or any other provision of the Act.

10.4.3 The Purchaser must not exercise any of the Purchaser Rights including making any objection, requisition or claim or rescinding, terminating or delaying settlement of this Contract because of anything contemplated by special condition 10.4.

10.5 Other Licences and Agreements

The Purchaser acknowledges and agrees that:

- 10.5.1 the Vendor may (but is not obliged to) cause the Owners Corporations to (and pass the necessary resolution or resolutions where it is necessary to do so):
- (a) grant the Vendor and/or the Hotel operator a licence and/or lease for signage and other purposes related to or complimentary to the Development (for example: to grant signage rights or seating licences and/or leases to third parties over the Building);
 - (b) enter into the Swimming Pool Access and Maintenance Agreement with the Vendor for the purposes of access and egress to and from the Swimming Pool, on the terms set out in the Swimming Pool Access and Maintenance Agreement;
 - (c) grant the owners or operators of retail Lots, and or any hotel or serviced apartment operator, a licence and/or lease of part of the Common Property for purposes related to or complimentary to the use of the retail Lot and/or the Hotel operator, as determined by the Vendor acting reasonably, including but not limited to:
 - (i) signage;
 - (ii) advertising;
 - (iii) seating;
 - (iv) air conditioning and other services;

- (d) enter into development agreements relating to the redevelopment of the Common Property;
- (e) enter into facilities management agreements, service agreements or management plans in relation to the Common Property including but not limited to plans relating to general maintenance, environmental health, public open space, heritage and occupational health and safety; or
- (f) enter into or have novated to them any agreements required to be entered into by the Owners Corporations arising out of any planning permit for the Development;
- (g) enter into agreements with third parties (to the extent that it is able and subject to compliance with all Laws) for the exclusive right to provide the Property and/or the Building services or utilities;
- (h) either:
 - (i) transfer to, licence, lease or vest in owners corporation 1 on the Adjoining Property, the Substation and Water Assets; or
 - (ii) transfer to, or enter into leases or licences in respect of, an Authority the Substation and/or Water Assets;

10.5.2 any leases or licences granted, or entered into, by the Owners Corporations ~~may be long term and at a nominal rent for the term;~~

10.5.3 if the Owners Corporations enters into such licences, leases or agreements, it purchases the Property subject to any such agreement;

10.5.4 the documents contemplated by special condition 10.5.1 may be granted to the Vendor, the Developer or a Related Body Corporate of either the Vendor or the Developer; and

10.5.5 the Vendor may make changes to the proposed Swimming Pool Access and Maintenance Agreement on or before it is exchanged that are determined by the Vendor to be in the interests or furtherance of the Development or otherwise desired by the Vendor (acting reasonably) including without limitation the matters set out in special conditions 11, 13 and 39;

10.5.6 any annual budget specified in the Swimming Pool Access and Maintenance Agreement is indicative only, will change and the total annual budget may be greater than as currently specified in the Swimming Pool and Maintenance Agreement; and

10.5.7 the Purchaser will not make any objection, requisition or exercise the Purchaser's Rights because of anything contemplated by this special condition.

11. Facilities and Swimming Pool

11.1 The Purchaser acknowledges and agrees that the Facilities may:

11.1.1 not be ready and available for the use and enjoyment by the Purchaser as at the Settlement Date; and

11.1.2 only be available at a date after the Settlement Date.

11.2 Without limiting special condition 11.1, the Purchaser further acknowledges that:

- 11.2.1 a Swimming Pool may (or may not) form part of the Development;
 - 11.2.2 members of owners corporation 2 on PS728852M may (or may not) be entitled to use such a Swimming Pool;
 - 11.2.3 it is proposed that any Swimming Pool will be part of a Lot from which a Hotel may be operated, and not part of Common Property; and
 - 11.2.4 owners and occupiers of Lots will be entitled to use any Swimming Pool in accordance with:
 - (a) any Swimming Pool Access and Maintenance Agreement; and/or
 - (b) the rules relating to the Swimming Pool in the Owners Corporation Rules;
 - 11.2.5 the cost to Lot owners for using the Swimming Pool will be as set out in any Swimming Pool Access and Maintenance Agreement; and/or
 - 11.2.6 it is proposed that the management of the Swimming Pool will be undertaken by the owner of the Hotel, and not the Owners Corporation or the Owners Corporation Manager, and the Purchaser will also be required to comply with the rules of the owner of the Hotel from time to time.
- 11.3 If the Hotel does not form part of the Development, then:
- ~~11.3.1 the Swimming Pool may be located in Common Property;~~
 - 11.3.2 the Vendor may or may not proceed with construction of the Swimming Pool;
 - 11.3.3 if the Vendor proceeds with construction of the Swimming Pool and it is located in Common Property then the Plan may be amended to include the Swimming Pool within the Common Property, and the Purchaser agrees and acknowledges that such a changes will not constitute a material change to the Plan under the Sale of Land Act 1962.
- 11.4 The area described as the 'Marina Club' in the Owners Corporation Rules and any marketing may or may not be included in the Development and, if included, may incorporate such selection of facilities as the Vendor determines.
- 11.5 The Vendor does not make any representations or give any assurances as to:
- 11.5.1 the nature of the facilities which are, or will be, included as part of the Facilities;
 - 11.5.2 the size, location or proposed timing for delivery of the Facilities which may not be completed before the Settlement Date;
 - 11.5.3 the ultimate ownership of the Facilities; or
 - 11.5.4 whether any other Facilities will be included in the Building.
- 11.6 The Purchaser must not object to or oppose or procure any other person to object to or oppose any application which the Vendor or any person with the authority of the Vendor makes or any planning or other approval required to incorporate the Facilities, or any further Facilities, in the Development.
- 11.7 The Purchaser must not exercise any Purchaser Rights by reason of any of the matters contemplated by this special condition 11.



11.8 The Purchaser indemnifies and will keep indemnified the Vendor against all claims, damages and costs for which the Vendor may suffer due to a breach of special condition 11.7. The Purchaser agrees that the indemnity will not merge on settlement.

12. Hazardous Materials

On and from the Settlement Date, the Purchaser:

12.1 agrees to keep the Vendor indemnified against:

12.1.1 the presence of Hazardous Materials on the Property and anything incidental to them and agrees to comply with all relevant legislation, all Property Controls and the requirements of any relevant Authority in respect of them; and

12.1.2 all Claims resulting in any way from the existence of Hazardous Materials on or emanating from the Property, including actions based on injury to any person or property; and

12.2 waives all Purchaser Rights in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the Property.

13. Staged Development

13.1 The Purchaser acknowledges that the:

~~13.1.1 Land forms part of the Development by the Vendor which may occur in stages;~~

13.1.2 the Purchaser acknowledges that the Vendor may, at any time in the future:

- (a) further subdivide the Subsequent Stage Land;
- (b) carry out or permit the carrying out of building works on the Subsequent Stage Land;
- (c) construct or cause to be constructed improvements including, without limitation, structures, buildings, apartments, plant, equipment and access-ways over any part or parts of the Subsequent Stage Land;
- (d) apply to relevant Authorities for any approval required to develop the Subsequent Stage Land; or
- (e) refrain from doing any or all of these things; and

13.1.3 Development (including without limitation the Building) may include:

- (a) a serviced apartment or hotel component; and
- (b) retail Lots;

13.1.4 Vendor cannot and does not give any assurances as at the Day of Sale as to:

- (a) the timetable for carrying out the Development;
- (b) the nature of the Development (including the number of lots, types of uses and the facilities to be provided);
- (c) the manner in which the Development will be carried out; and/or

- (d) whether the Development (including without limitation the Hotel) will be carried out at all; and

13.1.5 development of the Building may occur in stages with the effect that the retail and residential or hotel/serviced apartment components of the Building may not be fitted out at the same time or in fact the residential lots may not be fitted out prior to the date some purchasers in the Building may be required to settle the retail or hotel/serviced apartment lots and the Purchaser must not object to the dust, noise or other discomforts that may arise during the course of completion of development of the balance of the Land.

The Purchaser further acknowledges that:

- 13.2 the Plan is a staged plan for the purposes of section 32(3)(ba) of the *Sale of Land Act* 1962 ; and
- 13.3 the Substation Plan and any other plans proceeding the Plan may or may not be lodged for Registration prior to the Registration of the Plan.
- 13.4 The Purchaser further acknowledges that the Vendor as the person who is, or is entitled to be, registered proprietor of any part of the Subsequent Stage Land may create further stages of the Plan and the Purchaser acknowledges and consents to such subdivision including the altering of the lot entitlement or lot liability of any of the lots on the Plan as authorised by section 37(3)(c)(iv)(C) of the Subdivision Act.
- 13.5 The Purchaser must (whether before or after the Settlement Date) do all things and execute all documents as may be reasonably required by the Vendor to give effect to provisions of this special condition 13.
- 13.6 The Purchaser covenants with the Vendor that it will not, nor cause anybody on its behalf to either directly or indirectly hinder, delay, impede, object or prevent the Vendor exercising the rights set out in this special condition 13.
- 13.7 The Purchaser must not exercise any Purchaser Rights or seek compensation of any kind by reason of:
 - 13.7.1 any alteration:
 - (a) to the Development (including changes in uses, layouts or facilities and services);
 - (b) in the number of lots or any other stage of the Development; or
 - (c) to the number, size, shape or location or permitted use of or restrictions effecting any lot in the Plan (other than the Property) or in any future stage or plan of subdivision relating to any other part of the Development;
 - 13.7.2 any delay in the completion of the Development; or
 - 13.7.3 the abandonment of any part of the Development.
- 13.8 The Purchaser must not object to or oppose or procure any other person to object to or oppose any application which the Vendor or any person with the authority of the Vendor makes or any planning or other approval required to vary the Development or to carry out any part of the Development (including any part of the Development as varied).

13.9 The Purchaser indemnifies and will keep indemnified the Vendor against all claims, damages and costs for which the Vendor may suffer due to a breach of special condition 13.6. The Purchaser agrees that the indemnity will not merge on completion.

14. Encumbrances

14.1 Subject to all Laws

The Purchaser buys the Property subject to any applicable Law including, without limitation, the requirements of any planning scheme.

14.2 Planning Permit

14.2.1 The Purchaser acknowledges that it has read and understood the Planning Permit including the restrictions set out therein.

14.2.2 The Purchaser must not make any objection, requisition or exercise the Purchaser's Rights because of any of the occurrences referred to in this special condition 14.2.

14.3 Easements

The Purchaser:

14.3.1 admits that the Property is sold subject to the provisions of the Act; and

14.3.2 buys the Property subject to:

- (a) all easements and encumbrances affecting the Site including those disclosed in Schedule 2 to this Contract and/or created or implied by the Act;
- (b) any service easements affecting the Common Property;
- (c) the Sewer Licence to grant non-exclusive access to the Site to construct and use a sewer through the Site;
- (d) any Registrable Agreements which the Vendor may be required to enter into;
- (e) any easements resulting from registration of the Substation Plan; and
- (f) the rights of the Vendor under special condition 14.4.

The Purchaser must not make any requisition or objection or exercise the Purchaser Rights in relation to any other matter referred to in this special condition 14.3.

14.4 Additional Restrictions

14.4.1 The Purchaser acknowledges that as at the day of sale and the Settlement Date not all of the Additional Restrictions may have been entered into, granted or finalised.

14.4.2 The Vendor can enter into, grant or finalise any Additional Restriction on or after the day of sale.

14.4.3 The Vendor does not however give any assurance:

- (a) as to the nature of the Additional Restriction;
- (b) that it will proceed, and may refrain from proceeding with, any Additional Restriction; and
- (c) when any Additional Restriction will be entered into, granted or finalised.

14.4.4 Within 5 Business Days after receipt of a request from the Vendor, the Purchaser must execute any acknowledgement or covenant required by the Vendor under which the Purchaser:

- (a) agrees to accept and observe an Additional Restriction; and
- (b) acknowledges that the Additional Restriction runs with the relevant land.

14.4.5 Subject to the Purchaser's rights under the *Sale of Land Act 1962*, the Purchaser will not exercise any Purchaser Rights by reason of the existence, granting, entering into or imposition of Additional Restrictions.

14.5 Sale of Land Act 1962

Section 10(1) of the *Sale of Land Act 1962* does not apply to this contract in respect of the final location of an easement shown on the certified plan.

15. Building works

15.1 Building Contract

The Purchaser acknowledges that:

- 15.1.1 the Vendor is not and will not be the Builder of the Works;
- 15.1.2 the Building including the Property will be constructed under the Building Contract and subject to special condition 15.6 the construction of the Property will be generally in accordance with the Plans and Specifications; and
- 15.1.3 this Contract is not a major domestic building contract for the purposes of the DBC Act.

15.2 Construction

The Vendor has entered into, or intends to enter into, or has caused or will cause the entry into the Building Contract.

15.3 Completion of Building

The issuing of the Occupancy Permit for the Property will be conclusive evidence that the Works on the Property are completed. The Purchaser must not make any requisition or objection, delay settlement, withhold money or claim compensation of any kind even if defective materials or faulty workmanship are evident on or before the Settlement Date.

15.4 Defective Work

- 15.4.1 The Vendor warrants that any defects in materials or workmanship in the construction of the Property, of which the Purchaser has given the Vendor written notice prior to the Settlement Date, will be notified to the Builder and the Builder will be required to repair in a proper and workmanlike manner at the

Builder's expense as soon as practicable after the Settlement Date within 90 days after the Settlement Date.

- 15.4.2 The Purchaser must not exercise any of the Purchaser Rights including making any requisition or objection, delaying settlement, withholding money or claiming compensation of any kind even if defective materials or faulty workmanship are evident on or before the Settlement Date.
- 15.4.3 The Purchaser must provide access to the Property after settlement to the Builder, Vendor, Developer or their nominees for the purposes of attending to rectification works during the hours of 9am to 5pm on Business Days, or such other times as the Builder, the Vendor or Developer may nominate in their absolute and unfettered discretion.

15.5 Warranties

- 15.5.1 If the Vendor enters into the Building Contract, the Vendor hereby assigns all the building warranties granted to the Vendor under the Building Contract capable of assignment in relation to the construction of the Property to the Purchaser on and from the Settlement Date.
- 15.5.2 The Vendor assigns to the Purchaser on the Settlement Date the benefit of any manufacturers' warranties given in favour of the Vendor (if any) in respect of the Chattels subject to the terms of such warranties and to any act, statute or rule of law which may prohibit or limit the Vendor's right in respect of such assignment.

15.6 Changes to Building Contract & Plans and Specifications

- 15.6.1 The Purchaser acknowledges and agrees that for a project like the Development during the contract period (having regard to the delivery time required to complete the Building), it is usual that the Vendor will need to authorise variations or alterations to the Building Contract and/or the Plans and Specifications by changing the construction details (for example: façade specifications or service provisions), appliances, fixtures, fittings and finishes described in the Plans and Specifications from time to time in any manner the Vendor, the Developer or the Builder or any Hotel operator (as the case may be) considers necessary (acting reasonably) or desirable or to:
 - (a) comply with any desires, requirements or recommendations of any Authority including by substituting any of the appliances, fixtures, fittings and finishes specified in the Plans and Specifications with other appliances, fixtures, fittings and finishes of a similar standard or quality; or
 - (b) to enable the proper construction of the Building or realisation of the Development.

15.7 Colour Scheme Option

- 15.7.1 This special condition will only apply if a Colour Scheme Option is specified in Schedule 1 to the particulars of sale.
- 15.7.2 The Purchaser on the day of sale must complete the Colour Scheme Option in Schedule 1 to the Particulars of Sale by ticking the relevant box to indicate the Purchaser requires the Vendor to supply one of the Colour Scheme Options.
- 15.7.3 If the Purchaser fails on the day of sale to select which Colour Scheme Option is to apply then:

the Vendor with reasonable notice prior to exercising the rights contemplated by this special condition.

17. Completion of Building

- 17.1 The Purchaser acknowledges that for a Development like the one within which the Property forms part at the Settlement Date some buildings, retail components of the Building or areas of the Common Property (including landscaping to the Common Property) may be incomplete and the Builder or the Vendor may need access to the Building and/or Common Property to carry out construction or rectification works.
- 17.2 The Purchaser must not exercise any of the Purchaser Rights including making any requisition or objection or seeking to claim damages or delaying settlement of this Contract or bringing any proceedings against the Vendor or the Builder or any other person in relation to any nuisance, dust, noise or other inconvenience associated with any ongoing Works conducted in or around the Building after settlement has occurred.

18. Vendor's right to terminate

18.1 Requirements

If:

- 18.1.1 any requirement imposed by an Authority for the Plan or the Building is in the opinion of the Vendor (acting reasonably) too onerous to perform or accept;
- 18.1.2 at any time and for any reason the Vendor is unable to obtain approval for the Plan or construction of the Building;
- 18.1.3 at any time and for any reason the Vendor (acting reasonably) determines that it will not proceed with construction of the Building within the Registration Period; or
- 18.1.4 at any time prior to the commencement of the construction of the Building the Vendor cannot obtain finance on terms and conditions acceptable to the Vendor,

the Vendor may elect to terminate this Contract by notice in writing to the Purchaser. If the Vendor gives notice under this special condition 18.1, this Contract will be at an end and all moneys paid by the Purchaser will be refunded.

18.2 Benefit of this special condition

Special condition 18.1 is for the benefit of the Vendor. Only the Vendor may give notice under it or waive the benefit of it.

18.3 No compensation

If this Contract is terminated or rescinded by the Vendor under this special condition 18 neither party will have any right to compensation or damages against the other party as a result of the termination or rescission.

19. Natural Products and Other Finishes

- 19.1 The Purchaser acknowledges and agrees that the materials used in the construction of the Property (particularly in the finishes and fittings) may:
- 19.1.1 comprise natural products (such as stone, timber and the like);



- 19.1.2 exhibit variations in the shade, colour, texture, surface, finish, markings or the like that contain natural fissures, lines, indentations or the like, and may fade or change colour over time;
 - 19.1.3 expand, contract, or distort over time as a result of exposure to heat, cold, weather, or the like;
 - 19.1.4 mark or stain if exposed to certain substances;
 - 19.1.5 be damaged or disfigured by impact or scratching or other means; and
 - 19.1.6 be subject to shade variations and manufacture batching (for example: in carpet, tiles and other finishes).
- 19.2 The Purchaser must not make any objection, requisition or exercise the Purchaser's Rights because of any of the occurrences referred to in special condition 19.1.

20. Vendor Financing

The Vendor may at any time prior to Settlement, mortgage, assign or charge any of its rights, privileges, benefits or obligations under this Contract or all or part of the Property without reference to the Purchaser.

21. Outgoings

~~21.1 All Outgoings for the Property will be adjusted between the Vendor and the Purchaser on the basis that they have or will be paid by the Vendor. Despite this special condition, the Vendor is only obliged to pay all Outgoings when they are due to be paid and the Purchaser will not require them to be paid on an earlier date.~~

21.2 If the Property is not separately assessed in respect of the Outgoings, then the portion of any such Outgoings to be adjusted between the Vendor and the Purchaser will be either:

21.2.1 on the basis that the amount to be apportioned between them is the proportion of the Outgoing equal to the proportion which:

- (a) the lot liability of the Property bears to the total liability of all of the lots on the Plan; or
- (b) the surface area of the Property bears to the surface area of the land that is subject to the assessment; or

21.2.2 on such other basis,

as the Vendor may reasonably direct the Purchaser on or before the Settlement Date.

21.3 The Purchaser must pay each of the costs incurred by the Vendor for providing and/or connecting any utilities to the Property including water, recycled water, sewerage, drainage, gas, electricity, telecommunications and other like services, the cost incurred by the Vendor of installing meters in respect of such utilities and any special fee or charge levied on the Vendor or after the day of sale by the Owners Corporations under the Owners Corporations Act or Owners Corporation Regulations. Such charges or fees will not be subject to apportionment between the Vendor and the Purchaser and will be payable in full by the Purchaser at settlement.



22. Land Tax

22.1 Despite any other clause in the Contract, the parties agree that:

22.1.1 for the purpose of special condition 21.2, the parties agree that the adjustment of land tax the relevant assessment for land tax is that effected on 31 December of the year preceding the Settlement Date which includes all the titles that comprise the Property (**Land Tax Assessment**); and

22.1.2 land tax will be adjusted:

(a) based on the proportional land tax stated on the Land Tax Assessment; and

(b) if the Property is not separately assessed, between the Vendor and the Purchaser on the basis that the amount to be apportioned between them is the proportion of the proportional land tax equal to the proportion which the lot liability of the Property bears to the total liability of all of the lots on the Plan.

22.2 The Purchaser acknowledges and agrees that:

22.2.1 if the Purchaser is in breach of this Contract by not completing this Contract on the Settlement Date; and

22.2.2 if as a result of the Purchaser's breach, completion of this Contract takes place on a date that is after 31 December in the year that completion of this Contract is due to take place (**Settlement Year**); then

22.2.3 the Purchaser's breach will result in an increase in the amount of the Vendor's land tax assessment for the year following the Settlement Year as a result of the Property continuing to be included in the Vendor's total landholdings in Victoria; and

22.2.4 the additional tax which the Vendor will incur in accordance with this special condition (**Additional Land Tax**) is a reasonably foreseeable loss incurred by the Vendor as a result of the Purchaser's breach in respect of which the Vendor is entitled to compensation from the Purchaser.

22.3 If special condition 22.2 applies, then, on the Settlement Date, the Purchaser must in addition to the Balance payable to the Vendor under this Contract pay to the Vendor on account of the Additional Land Tax an amount equal to 2% of the Price of the Property (**Amount Paid**).

22.4 The parties agree that if the Additional Land Tax as assessed by the Commissioner of State Revenue is:

22.4.1 less than the Amount Paid, the Vendor must refund the difference to the Purchaser; or

22.4.2 more than the Amount Paid, the Purchaser must pay the difference to the Vendor within 7 days of being served with a written demand for such payment.

22.5 Despite special condition 21.1, payment of the Price will not be delayed and no money will be withheld by the Purchaser from the Vendor out of the Price on account of any land tax which may be or may subsequently become charged on the Property. The Vendor acknowledges that it is liable and responsible for payment of land tax chargeable on the Property until the date upon which the Purchaser becomes entitled to possession and,

subject to special condition 20.1, it must pay any such land tax for which it receives an assessment notice within the time limit specified in the assessment notice.

23. Value of Land

23.1 The Vendor agrees that it will provide the Purchaser with all information and do all things as may be reasonably required by the Purchaser or by the Commissioner of State Revenue to comply with the prevailing stamp duty rulings in relation to the assessment and payment of duty on the transfers of the Property under this Contract as contemplated under section 21(3) of the *Duties Act*.

23.2 The Purchaser acknowledges and agrees that:

23.2.1 neither the Vendor nor anyone acting on its behalf has made any warranty to the Purchaser as to the stamp duty payable by the Purchaser in connection with this sale and transfer of the Property and that the Purchaser has made its own enquiries and investigations;

23.2.2 the Vendor will not be obliged to provide the Purchaser with a copy of the relevant stamp duty declaration required by the Commissioner of State Revenue earlier than one week prior to the Settlement Date;

23.2.3 it is liable to pay any amount of duty assessed by the State Revenue Office; and

23.2.4 it will not exercise any of the Purchaser Rights including making any objection, requisition or claim or delaying settlement because of the amount of stamp duty assessed.

24. Certificate of Title

If on the Settlement Date, a separate certificate of title for the Property:

24.1.1 has not issued; or

24.1.2 is not available from the Registrar,

the Purchaser must accept an order to register the instrument of transfer of land endorsed by the Vendor's solicitor or Vendor's mortgagee in favour of the Purchaser or as directed by the Purchaser or the Purchaser's mortgagee.

25. Execution of Necessary Documents

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

26. FIRB Approval

26.1 The Purchaser acknowledges that at the Day of Sale the Vendor has obtained advanced approval from FIRB to sell up to 100% of the lots on the Plan to Non-Australian Residents (being persons defined as a foreign person under the Takeovers Act), a copy of which is attached to the Vendor's Statement (**Pre-Approval**).

26.2 The Purchaser has declared in the Purchaser's Status Declaration in schedule 1 to the particulars of sale whether the Purchaser is a Non Australian Resident or an Australian Resident. If the Purchaser's Status Declaration has not been completed, the Purchaser warrants to the Vendor that, and will be regarded as having declared that, it is an Australian Resident.



- 26.3 The Purchaser warrants to the Vendor that that the Purchaser's Status Declaration is correct and will indemnify the Vendor against any Claims which the Vendor may suffer or incur if that declaration is not correct.
- 26.4 If the Purchaser has declared in the Purchaser's Status Declaration in schedule 1 to the particulars of sale that the Purchaser is a Non-Australian Resident then that Purchaser (**Foreign Purchaser**) must provide a copy of the Purchaser's passport to the Vendor on the Day of Sale.
- 26.5 If the Vendor notifies the Purchaser in writing that for whatever reason, any Pre-Approval is rendered void or is terminated, (**Vendor FIRB Notice**) then any Foreign Purchaser must, promptly after receiving a Vendor FIRB Notice:
- 26.5.1 use all reasonable endeavours to obtain FIRB approval pursuant to the Takeovers Act in respect of its purchase of the Property in accordance with this Contract (**Individual FIRB Approval**); and
- 26.5.2 keep the Vendor informed of the progress of the Individual FIRB Approval application, including providing copies of all application forms to the Vendor.
- 26.6 If any Foreign Purchaser required to obtain Individual FIRB Approval pursuant to special condition 26.5.1 and 26.5.2 is unable to obtain the Individual FIRB Approval, the Foreign Purchaser must, by no later than 4pm on the date which is 35 days after being provided with the Vendor FIRB Notice (**FIRB Sunset Date**), give notice to the Vendor's solicitor that it has been unable to obtain Individual FIRB Approval.
- 26.7 If the Foreign Purchaser notifies the Vendor that it has not obtained Individual FIRB Approval this Contract is immediately terminated, and all monies paid by the Purchaser shall be refunded in full without interest.
- 26.8 The Purchaser acknowledges that if it does not provide notice in accordance with special condition 26.6, the Purchaser will be deemed to have obtained Individual FIRB Approval, and the Purchaser will not be entitled to terminate this Contract pursuant to Special Condition 26.7.
- 26.9 Notwithstanding special condition 26.8, if the:
- 26.9.1 Purchaser does not provide evidence of the Individual FIRB Approval to the Vendor's solicitors by the FIRB Sunset Date; or
- 26.9.2 the Treasurer makes an order in accordance with the Takeovers Act including an order prohibiting the Purchaser's acquisition of the Property or an order directing the Purchaser to dispose of the Property,
- the Vendor may, at its discretion, elect to rescind this Contract by giving 7 days' written notice to the Purchaser at any time and the Deposit will be refunded to the Purchaser.
27. **Restriction on Re-Sale**
- 27.1 The Purchaser must not without the prior written consent of the Vendor (which may be given subject to conditions as the Vendor deems fit) sell (as defined in the *Sale of Land Act 1962*) the Property or any part of it or the Purchaser's rights or interests pursuant to this Contract at any time prior to the Settlement Date.
- 27.2 The Purchaser indemnifies the Vendor against any loss arising out of a breach of this special condition 27.
- 27.3 The Purchaser acknowledges and agrees that not all of the Lots may be sold before the Settlement Date.

28. Vendor's Statement

The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given a Statement in writing containing the particulars required by section 32(2) of the *Sale of Land Act 1962* (as amended).

29. No Warranties

The Purchaser acknowledges that:

- 29.1.1 it accepts the Property with all Property Controls and Approvals;
- 29.1.2 it has made all the enquiries with Authorities that a prudent and careful person would make before entering into this contract;
- 29.1.3 it enters into this contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgment;
- 29.1.4 it has not relied, and does not rely, on any representation or warranty of any nature made by or on behalf of the Vendor, the Vendor's solicitor or the Vendor's Agent other than those expressly set out in this contract including without limitation any representation about whether or not the Hotel will or will not be built;
- 29.1.5 the Vendor is solely responsible to Purchaser for the proper use, protection and, if applicable, refunding of any deposits or any other funds (collectively, "Deposits") paid by Purchaser with respect to the purchase of the Property in accordance with the *Sale of Land Act 1962* (Vic). In the event the Purchaser becomes entitled to a refund of any Deposits, the Purchaser shall look solely to the Vendor and no claim shall be made against any Hotel operator. Any Hotel operator is not the developer, operator owner or seller of the Property or any other portion of the Development, and any Hotel operator makes no disclosures, representations, warranties or guaranties whatsoever, with respect to the Property or any other portion of the Development; and
- 29.1.6 the owner of the Hotel may (or may not) enter into an agreement with a Hotel operator which allows such Hotel owner use of certain trademarks in the operation of the Hotel. Such rights to the trademarks do not extend to the Purchaser, and the Purchaser shall not interfere with or contest any Hotel operator's rights in and to such trademarks. Without limiting the foregoing, the Purchaser will not use such trademarks (or any portion thereof) in the name of any entity formed by or on behalf of the Purchaser.

30. Trust

If the Purchaser is buying the Property as trustee of a trust (**Trust**) then:

- 30.1 the Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;
- 30.2 the Purchaser warrants that the Purchaser has power under the Trust to enter into this Contract;
- 30.3 if the trustee is an individual, that signatory is personally liable under the Contract for the due performance of the Purchaser's obligations as if the signatory were the purchaser in case of default of by the Purchaser;



- 30.4 the Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and
- 30.5 the Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

31. Whole Agreement

The covenants provisions terms and agreements contained in this Contract expressly or by statutory implication cover and comprise the whole of the agreement between the parties and the parties expressly agree and declare that no further or other covenants agreements provisions or terms will be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement by reason of any promise representation warranty or undertaking given or made by either party to the other on or before the execution of this Contract and the existence of any such implication or collateral or other agreement is hereby expressly negated.

32. Indemnity

Subject to any provision to the contrary in this Contract, the Purchaser will indemnify and keep indemnified the Vendor against all Claims of any nature whatsoever which the Vendor may suffer, sustain or incur in connection with or relating to any Claim howsoever arising made or incurred on or subsequent to the Settlement Date or from events or occurrences happening or arising on or subsequent to the Settlement Date out of or in respect of the Property or any act, matter or thing occurring thereon.

33. Vendor to assign

If prior to the Settlement Date, a party other than the Vendor is or becomes registered proprietor of the Property or the Vendor's rights under this contract are assigned to another party then, upon receipt of a notice of assignment from the Vendor, the Purchaser must perform any obligations imposed upon the Purchaser under this contract in favour of the party who is or becomes registered proprietor of the Property or to whom the Vendor's rights under this contract are assigned. The Purchaser must not exercise any of the Purchaser Rights including making a claim, enquiry, requisition or demand in respect of any of the matters set out in this special condition.

34. Non-Merger

Any provision of this Contract, which is capable of taking effect after completion of this Contract, will not merge on completion but rather will continue in full force and effect.

35. Novation

35.1 In consideration of the Purchaser agreeing to entering into this Contract, if at any time the Vendor (in its sole and unfettered discretion) directs the Purchaser in writing to do so, the Purchaser shall execute:

35.1.1 a deed in the form prepared by the Vendor novating this Contract to a third party; and

35.1.2 a Vendor's Statement in the form prepared by the third party.

35.2 If this Contract is novated to a third party, the Purchaser:

35.2.1 must within 30 days of being requested to do so where the Purchaser has provided a Bank Guarantee under special condition 4, provide a replacement Bank Guarantee in favour of the third party; and

35.2.2 will not exercise any of the Purchaser Rights including making a claim, enquiry, requisition or demand against the Vendor in respect of special conditions 35.1 and 35.2.1 or any matter arising from special conditions 35.1 and 35.2.1.

35.3 If the Purchaser breaches special condition 35.2 the Purchaser must immediately pay the Deposit in cleared funds to the new Vendor's solicitor.

36. Insolvency Event Deemed Default

36.1 If an Insolvency Event occurs, the Purchaser is deemed to have fundamentally breached a term of this Contract at the time that the Insolvency Event occurs and the Vendor may terminate this Contract at any time after the Insolvency Event by notice in writing to the Purchaser.

36.2 An insolvency event in respect of the Vendor does not constitute a breach of this Contract by the Vendor.

37. Car Park and Storage Lot

37.1 If a Car Park Lot and/or Storage Lot has been specified in the particulars of sale, the Purchaser acknowledges and agrees that the Vendor may either incorporate the Car Park Lot and/or Storage Lot in the title to the Purchaser's Lot or create a separate lot for same.

37.2 Without limiting special condition 15.6, the Purchaser acknowledges that the Vendor may change location of the individual Car Park Lot and/or Storage Lot on the Plan.

37.3 The Purchaser will not exercise any of the Purchaser Rights including making any objection, requisition or claim or rescinding, terminating or delaying settlement of this Contract because of anything contemplated by this special condition 37.

38. Delayed Settlement

Without limiting any other rights of the Vendor, if the Purchaser fails to settle on the due date for Settlement as set out in the particulars of sale to this Contract (**Due Date**) or requests an extension to the Due Date, the Purchaser must pay to the Vendor's solicitors an amount of \$500 plus GST representing a contribution to the Vendor's additional legal costs and disbursements.

39. Short Term Accommodation Available in the Building

The Purchaser acknowledges that part of the Building may comprise apartments to be operated as a serviced apartment or hotel business and made available for public letting (including on a short term serviced basis), and agrees:

39.1 not to exercise any Purchaser Rights from any loss, damage or inconvenience (if any) the Purchaser may suffer in respect of any such letting or serviced apartment or hotel operation; and

39.2 not to use the Property for the purpose of a hotel or serviced apartment operation.

40. Commercial Interests

40.1 The Vendor discloses, and the Purchaser acknowledges and agrees that all of the provisions in this Contract, including the provisions listed below in special condition 40.1.2, are reasonably necessary to protect the Vendor's legitimate interests by:

40.1.1 providing the Vendor with sufficient flexibility in the design, planning, construction and management of the Development due to the Development

being at a stage where the Vendor has no certainty as to design and construction constraints; and

- 40.1.2 ensuring that the Vendor has sufficient flexibility under this Contract if the economic viability of the Development for the Vendor is affected by anything including changes in market conditions, construction costs or other matters.

Without limiting the operation of special condition 40.1, the parties agree that special conditions 5.2, 6, 10, 11, 13, 14.3, 14.4, 15, 16, 17, 18, 19 and 37 of this Contract are reasonably necessary to protect the Vendor's legitimate interests for the reasons stated in special condition 40.1.

41. Unfair Contract Terms

- 41.1 The parties agree that this Contract is not a standard form contract within the meaning of the Australian Consumer Law established under the *Trade Practices Act 1974 (Cwth)* by virtue of the *Trade Practices Amendment (Australian Consumer Law) Act (No.2) 2010 (Cwth)*.

- 41.2 The Purchaser acknowledges:

- 41.2.1 that before signing this Contract:

- (a) it has received, or has had the opportunity to receive, independent advice considered relevant by the Purchaser, including legal advice; and
- (b) it has negotiated, or has had the opportunity to negotiate, the terms of this Contract; and

- 41.2.2 it is aware of the risks that the Vendor undertakes in relation to the Development and in view of these risks, agrees that the terms of this Contract are reasonably necessary to protect the legitimate interests of the Vendor.

- 41.3 If any part of this Contract is deemed to be an unfair term or void for the purposes of the Australian Consumer Law:

- 41.3.1 that part will be severed from this Contract; and

- 41.3.2 all parts which are not deemed to be an unfair term and/or void for the purpose of the legislation remain in effect.

42. Vendor's marketing materials

- 42.1 The Purchaser is not entitled to exercise any Purchaser Rights if any lifestyle imagery or views depicted in the Vendor's marketing materials are different or not being available at or from the completed Building and/or the Development due to:

- 42.1.1 development of areas surrounding or near the Development;

- 42.1.2 changes to the Plan or Plans and Specifications contemplated by this Contract;
or

- 42.1.3 as a result of any other fact, matter or thing.

- 42.2 This special condition does not merge on settlement but continues with full force and effect.

43. Naming Rights

43.1 The Purchaser agrees that:

43.1.1 the Vendor (or a person appointed by it) is entitled to name the Building; and

43.1.2 the Owners Corporation will:

- (a) at its cost maintain all signage displaying that building name; and
- (b) not remove such signage or change the building name without the consent of the Vendor (which consent may be given or withheld in the Vendor's absolute discretion).

44. Personal Information

44.1 In this special condition:

44.1.1 **Privacy Act** means the *Privacy Act 1988 (Cth)* and any ancillary rules, regulations, guidelines, orders, directions, directives, codes of conduct or practice or other instrument made or issued thereunder, including:

- (a) any consolidation, amendment, re-enactment or replacement of any of them or the Privacy Act; and
- (b) the National Privacy Principles under the Privacy Act.

44.1.2 **Personal Information** has the meaning given to it in the Privacy Act.

44.2 The purchaser consents to the collection, use and disclosure of the Personal Information of the Purchaser by the Vendor and its related entities:

- 44.2.1 for entering into, administering and completing this Contract and any development by the Vendor referred to therein;
- 44.2.2 for planning and product development by the Vendor;
- 44.2.3 to comply with the Vendor's obligations or to enforce its rights under this Contract;
- 44.2.4 to owners of adjoining land to enable them to deal with the Purchaser concerning any development or other work which they wish to undertake on their land (including disclosure of personal information to contractors to assist adjoining land owners to comply with their obligations and to enforce their rights in relation to fencing);
- 44.2.5 to surveyors, engineers and other parties who are engaged by the Vendor to carry out works which may affect the property;
- 44.2.6 to service providers engaged by the Vendor, such as legal advisers, financial advisers, market research organisations, mail houses and delivery companies;
- 44.2.7 to any third party who has a right or entitlement to share in the monies paid or payable to the Vendor under this Contract; and
- 44.2.8 in other circumstances where the Vendor is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act.

Annexure A

Guarantee and Indemnity

GUARANTEE AND INDEMNITY

TO: Meteorite Land (Pearl River) Pty Ltd ACN 165 201 169 (**Vendor**)

I/We, the guarantors named in the Schedule, Item 4 (**Guarantors**)

JOINTLY AND SEVERALLY AGREE:**Guarantee**

1. In consideration of the Vendor entering into the Contract with the Purchaser as detailed in the Schedule at our request the Guarantors GUARANTEE to the Vendor:
 - 1.1 payment of the purchase money interest and all other monies payable under the Contract; and
 - 1.2 the observance and performance by the Purchaser of all conditions, covenants, obligations and provisions to be observed and performed by the Purchaser under the Contract or pursuant to any other agreement made between the Purchaser and the Vendor, (collectively Guaranteed Obligations).

Indemnity

2. If any of the Guaranteed Obligations will not be enforceable against the Purchaser this ~~Guarantee will be construed as an indemnity and the Guarantors INDEMNIFY the Vendor in~~ respect of any failure by the Purchaser to make payment or perform the Guaranteed Obligations and AGREE that the Guarantors will not be released from their obligations until the Vendor has received all monies which would have been payable had all of the covenants contained in the Contract been enforceable against the Purchaser.

Continuing Guarantee and Indemnity

3. This Guarantee will be a continuing Guarantee and Indemnity and will apply to all monies now owing and to all monies which may subsequently become owing or be deemed to have been owing under the Contract and this Guarantee will be without prejudice to and will not be affected nor will the rights or remedies of the Vendor against the Guarantors be in any way prejudiced or affected by any of the matters as follows:
 - 3.1 Any mortgage or instrument, negotiable or otherwise, guarantee or other security which the Vendor may now or subsequently hold in respect of the whole or any part of the Guaranteed Obligations or any judgment obtained by the Vendor or any release discharge surrender or modification of or dealing with any such security or judgment and all of such securities and judgment will be considered as collateral only.
 - 3.2 The completion of the Contract by a transfer and the securing of the balance of purchase money and other monies outstanding under the Contract by a security instrument granted in favour of the Vendor.
 - 3.3 Any variation modification or innovation in the terms of the Contract and without limiting the generality of the foregoing any extension of the date for payment of the purchase money or any change in the interest rate payable.
 - 3.4 The transfer or assignment by the Vendor of the rights of the Vendor under the Contract to another person or company.

- 3.5 The fact that any Guaranteed Obligation or any part of them may not be or may cease to be recoverable from the Purchaser or any other person liable in respect of it for any reason other than that they have been paid or obligation performed.

Guarantee Independent

4. This Guarantee is independent of and in addition to any other guarantee or security held either now or subsequently by the Vendor in connection with the Guaranteed Obligations and the Guarantors will not in any way or at any time claim the benefit of or seek or require the transfer of any such guarantee or security or any part of it.

Notice

5. Any demand or notice may be signed by or on behalf of the Vendor by the Solicitors for the Vendor and may be served by delivering the demand or notice to the Guarantors at their address by prepaid mail and if posted will be deemed to have been served on the day following the date of posting provided however that the making of a demand or serving of a notice will not be a condition precedent to the liability of the Guarantor.

Miscellaneous Provisions

6. All moneys received by the Vendor from or on account of the Purchaser including any dividends upon the liquidation of the Purchaser or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser will be regarded for all purposes as payment ~~in gross without any right on the part of the Guarantors to stand in the Vendor's place or~~ claim the benefit of any moneys so received until the Guarantors have paid the total indebtedness of the Purchaser.
7. In the event of the liquidation of the Purchaser the Guarantors authorise the Vendor to prove for all moneys which the Purchaser has paid and to retain and to carry to a suspense account and appropriate at the Vendor's discretion any dividends received until the Vendor has been paid in full in respect of the indebtedness of the Purchaser. The Guarantors waive all rights against the Vendor and the Purchaser and any other person or corporation, estates and assets so far as necessary to give effect to anything contained in this Guarantee.
8. The Guarantors indemnify the Vendor against any loss the Vendor may suffer by reason of the Purchaser having exceeded its powers or going into liquidation and, in particular, the Guarantors indemnify the Vendor against any loss the Vendor may suffer by reason of interest ceasing to accrue and to be payable after the Purchaser goes into liquidation.
9. This Guarantee will not be determined by the death of any of the Guarantors and will bind their respective legal personal representatives and assigns, administrators and executors and will enure for the benefit of the Vendor and successors and assigns.
10. The expression Guarantors will wherever used mean the Guarantors or any of them and wherever the context permits will refer to the Guarantors jointly and severally.



SCHEDULE

1. Contract: Contract of Sale made between the Purchaser and the Vendor dated day of 20 for the purchase of the Property at 6-22 Pearl River Road, Docklands.

2. Property: The land is described in the attached copy title(s) and plan(s) as: Lot(s) on proposed plan of subdivision no. PS728852M being part of the land contained in certificate of title volume 11410 folio 590.

3. Purchaser(s):

Name:

Address:

4. Guarantor(s):

Name:

Address:

Name:

Address:

Executed as a deed

Signed Sealed and Delivered by

in Victoria in the presence of:

)

)

)

).....

Signature

.....
Signature of Witness

.....
Name of Witness

Signed Sealed and Delivered by

in Victoria in the presence of:

)

)

)

).....

Signature

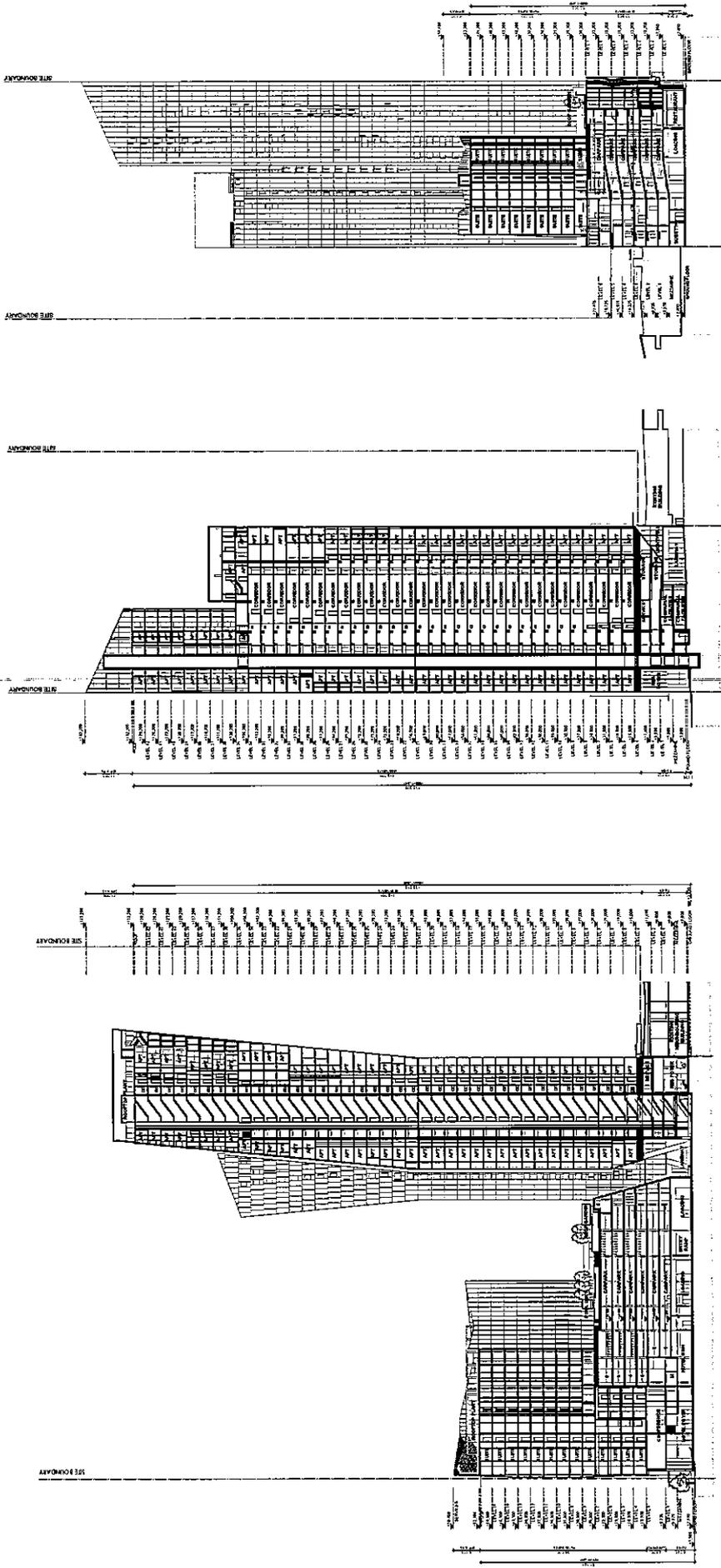
.....
Signature of Witness

.....
Name of Witness



Annexure B

Plan of Surface Level Works



Section A 1:500 Section B 1:500 Section C 1:500

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 DATE: 08/25/14
 DRAWING NO: 10017
 PROJECT: 10017
 DATE: 08/25/14
 DRAWING NO: 10017

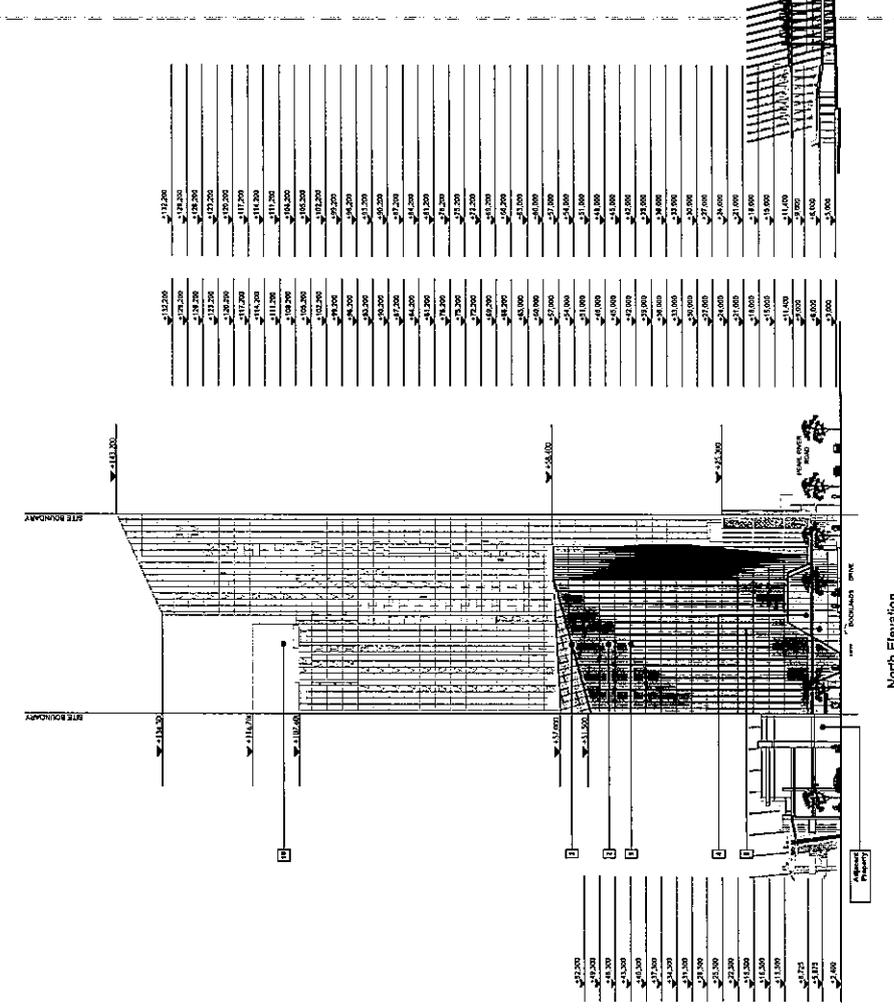
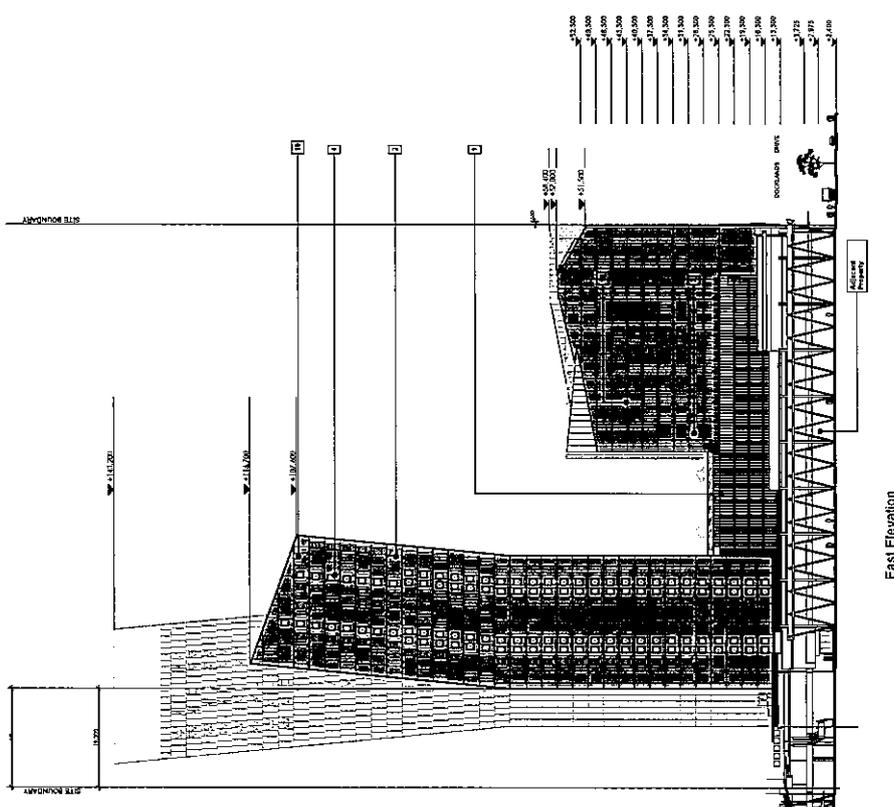
800 Southway (Unit 201)
 Durham, NC 27608
 www.dcr.com
 401-103-9434

10017
 10017
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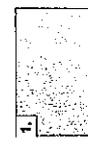
Annexure C

Plans and Elevations



North Elevation

East Elevation



1. White integral precast finish concrete



2. Dark glazing 15% reflective



3. Bronze metal cladding



4. Bronze transparent spandrel glass



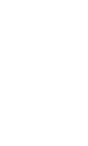
5. Dark powdercoat window frame



6. Fitted glazing to entry point awnings



7. Dark feature metal finish to canopy grilles, screens and awnings



8. Light glazing 16% reflectivity



9. Super grey glazing to shadowlines



10. Dark photovoltaic cells to roof



11. Light photovoltaic cells to roof



12. Dark render finish

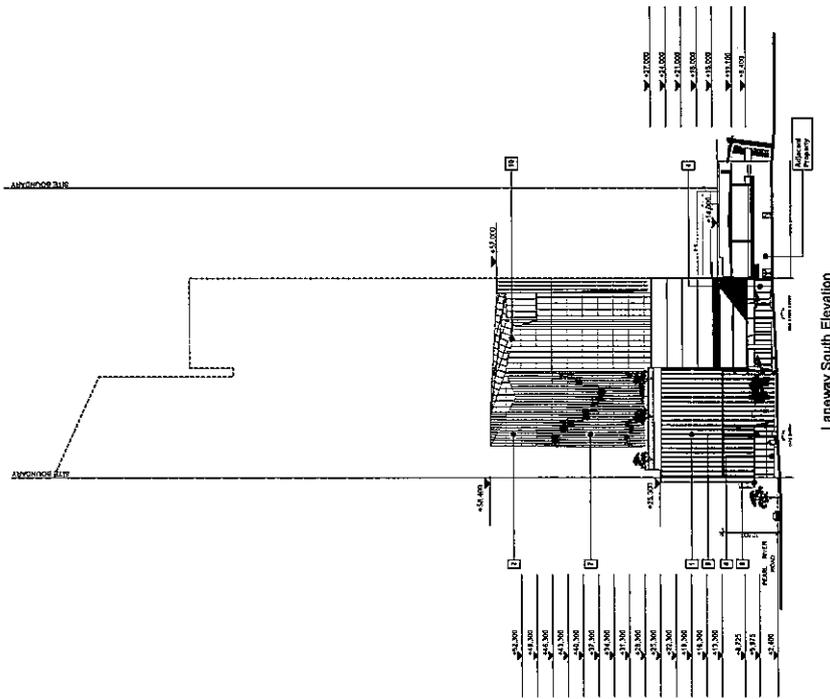
Rev Description By Date

4. 100% LUMBER ARCHITECTURE, INC. 10/11/14

3. 100% LUMBER ARCHITECTURE, INC. 10/11/14

2. 100% LUMBER ARCHITECTURE, INC. 10/11/14

1. 100% LUMBER ARCHITECTURE, INC. 10/11/14



Laneway South Elevation



1. White integral precast/in situ concrete



2. Dark glazing 15% reflective



3. Bronze metal cladding



4. Bronze transparent spandrel glass



5. Dark powdercoat window frame



6. Fritted glazing to entry point awnings



7. Dark feature metal finish to carpark grille, screens and awnings



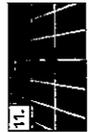
8. Light glazing 15% reflectivity



9. Super grey glazing to shadowfines



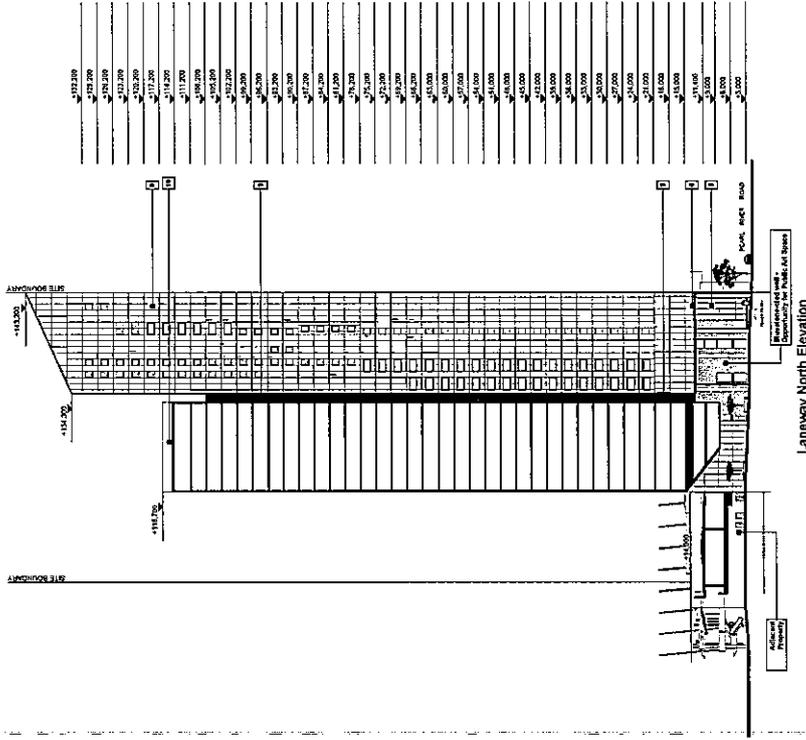
10. Dark photovoltaic cells to roof



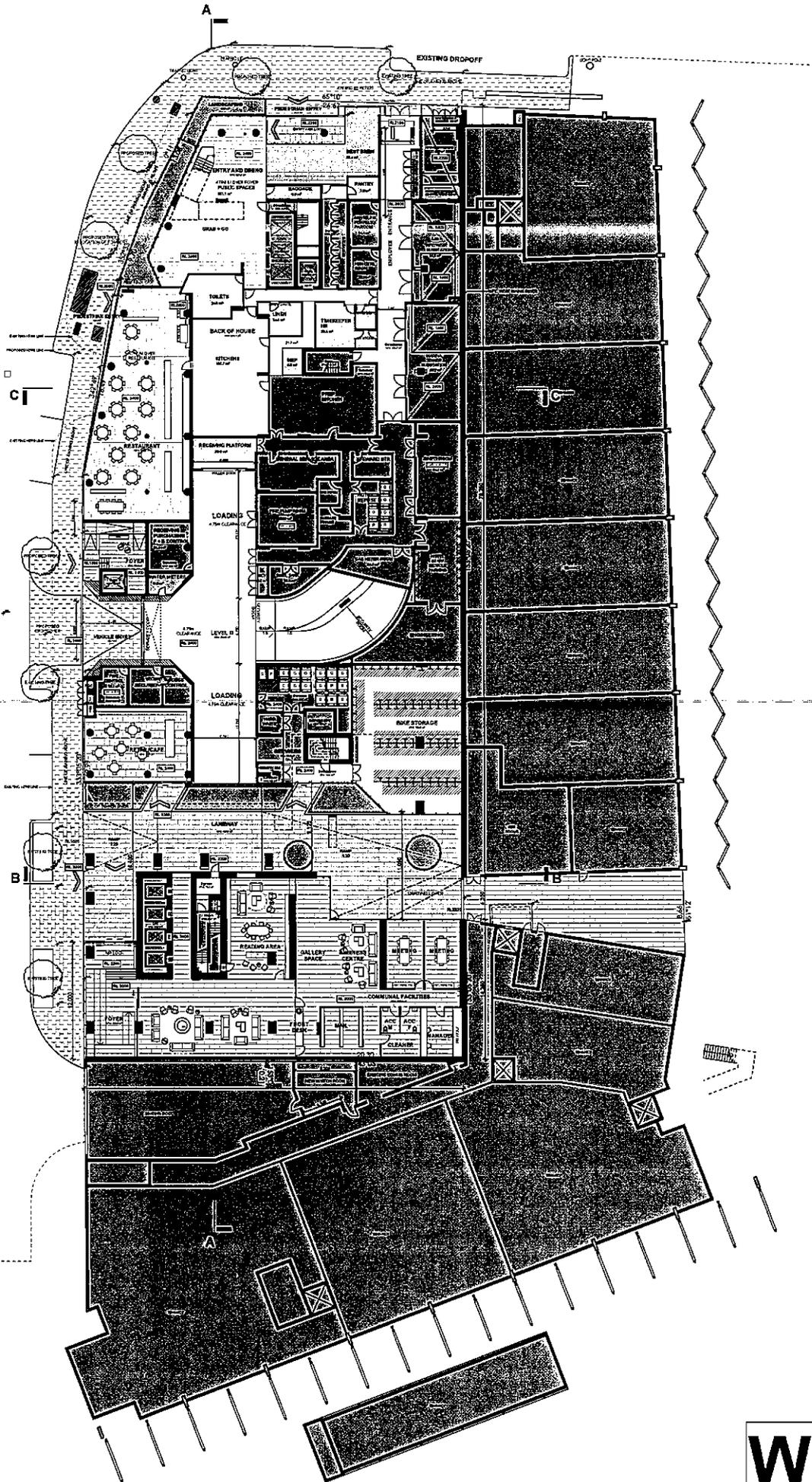
11. Light photovoltaic cells to roof



12. Dark render finish



Laneway North Elevation



WIP

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Rev	Description	By	Date
1	TO HOK REVISED APPROVAL	GA	09/02/14
2	TO HOK REVISED APPROVAL	GA	09/02/14
3	TO HOK REVISED APPROVAL	GA	09/02/14
4	TO HOK REVISED APPROVAL	GA	09/02/14
5	TO HOK REVISED APPROVAL	GA	09/02/14
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99	TO HOK REVISED APPROVAL	GA	09/02/14
100	TO HOK REVISED APPROVAL	GA	09/02/14



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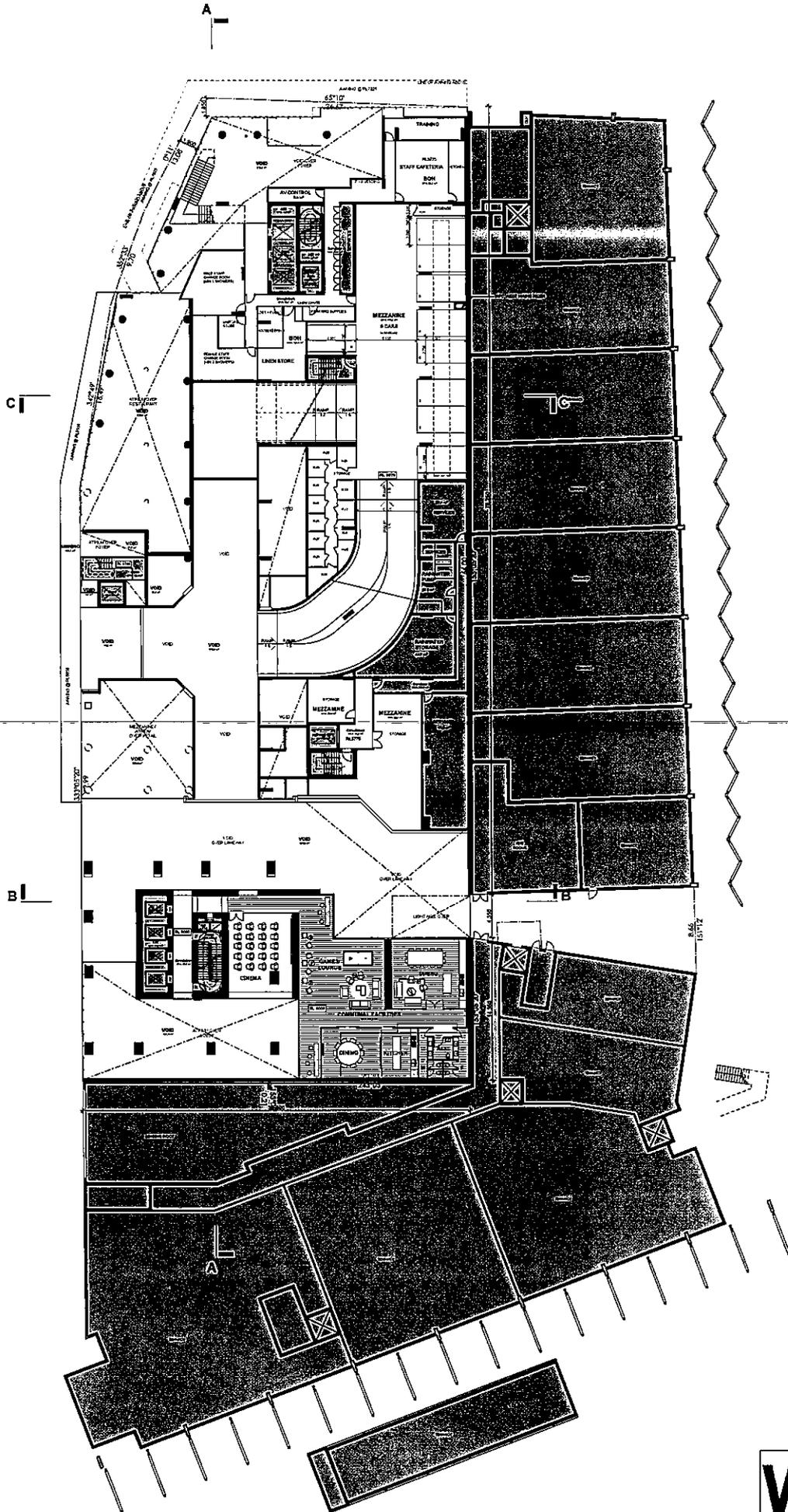
Chris Deak
 Head Architect
 Chris Deak
 1488 Eskdale Rd,
 Springvale, VIC, 3171,
 Australia

Project: River Development
 Project Address:
 1422 North River Road,
 Dandenong, VIC, 3093,
 Australia

Project Number:
10917

Drawing:
 Key Plans
 Overall
 Issue No:
 Publishing:
 Title: 1/2000 A1
 Drawing Number:
TP1100

Date: 09/05/2014
 Page: **3**



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3	TO MEET PERMITS	01	08/05/14
1	TO MEET PERMITS	01	07/22/13
1	ISSUED FOR PERMITS	01	08/05/13



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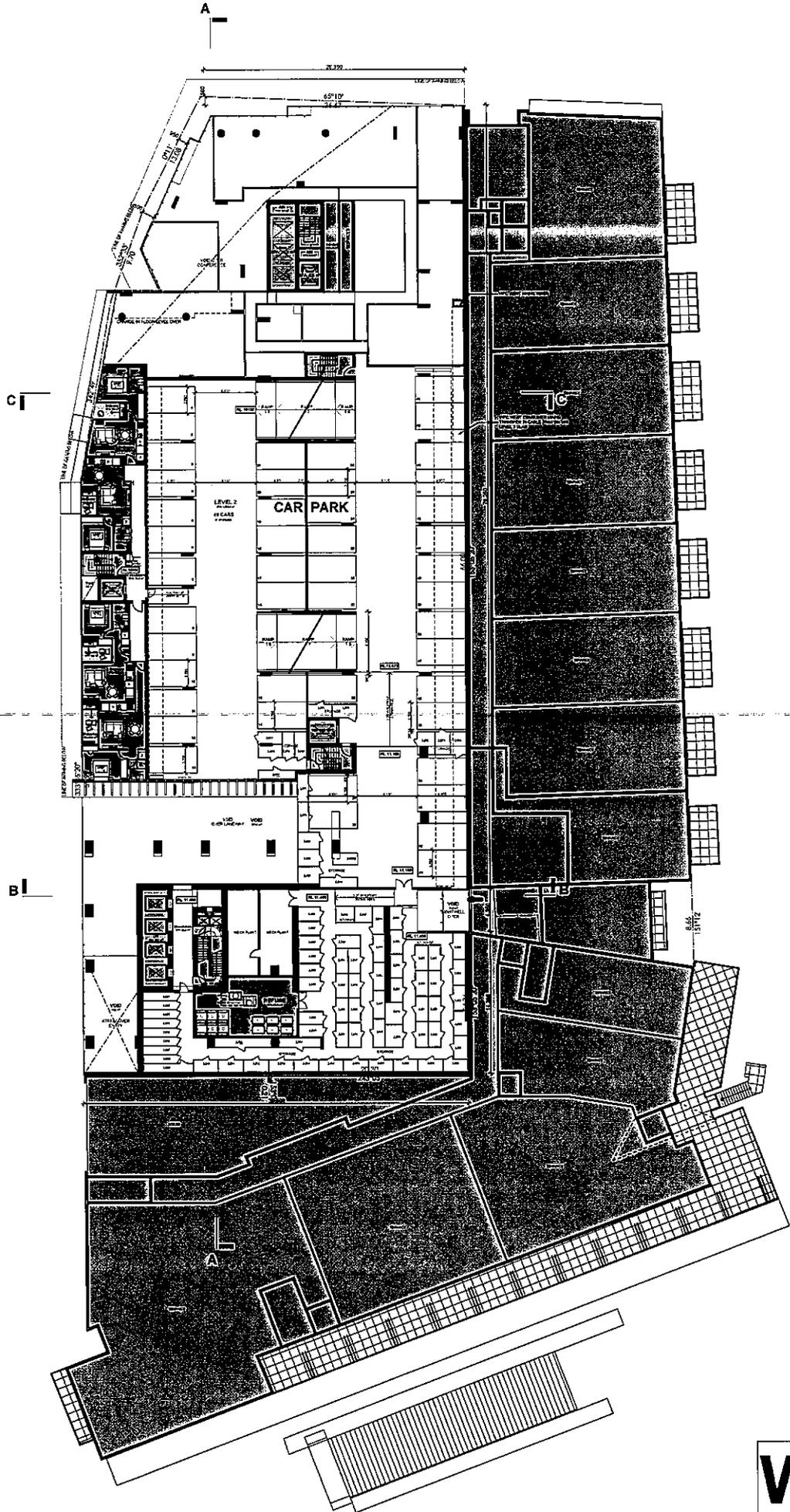
Chris Deak
 HOK Inc.
 Chairman
 3444 S. Millar Rd.,
 Englewood, CO 80110

Project: P&I
 Project Name: P&I
 Project Address: 422 Pearl River Road,
 Rockledge, FL 32955,
 USA

Project Number: 10917

Drawn By: HOK
 Checked By: HOK
 Project Name: P&I
 Project Address: 422 Pearl River Road,
 Rockledge, FL 32955,
 USA

Scale: 1:500 @ A1
 Date: 08/05/2014
 Project: 2
 TP1101



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3	FOR WIPACORP PTE. LTD.	CE	09/06/2015



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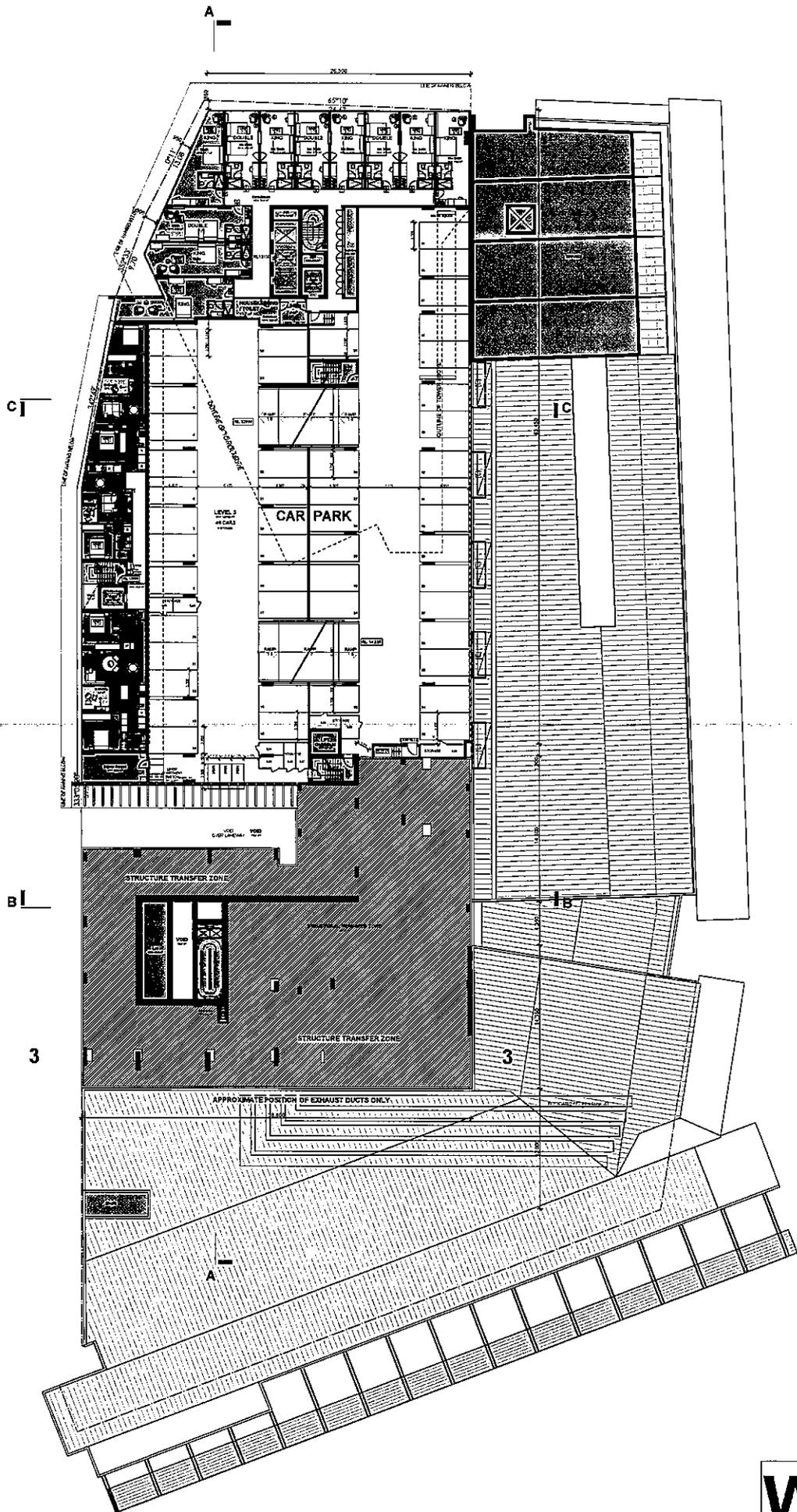


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1	TO SUPPLEMENTARY REVISED	01	06/05/14
1	TO SUPPLEMENTARY REVISED	02	19/02/15
1	ISSUED FOR TENDER DRAWING	03	06/05/14
Rev	Description	By	Date



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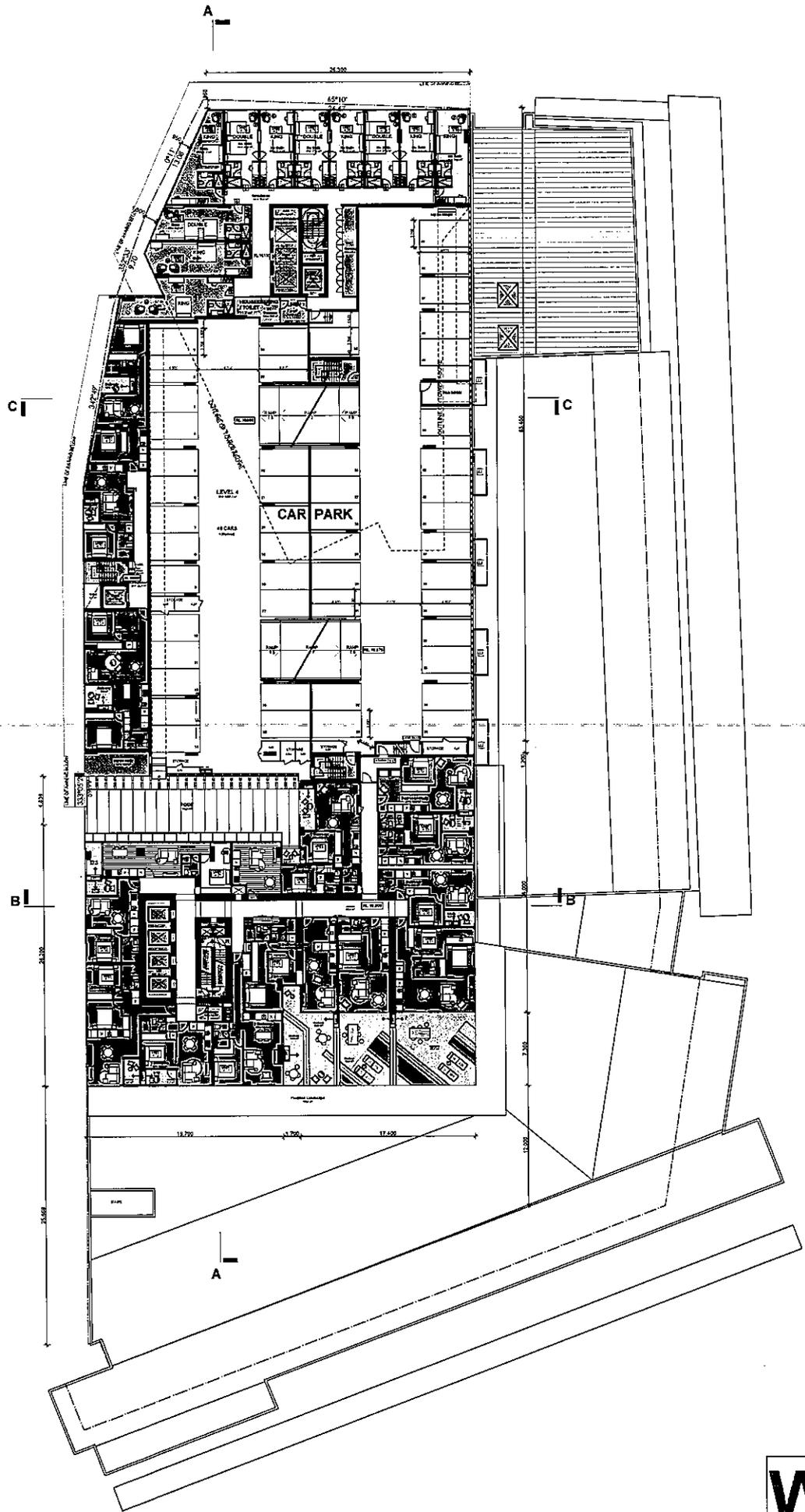


Client
 Head Office
 244 Adelaide Rd,
 Brisbane, QLD, 4000, AUS

Project
 Post River Development
 Post River
 522 Post River Road,
 Dickson, VIC, 3082, Australia

Project Number
 10517

Drawing
 Site Plan
 Level 3
 Preliminary
 No. 1,200, 1:10 A1 Date: 06/05/2014
 Designer
 TP-1104



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3	TO WIPAC AGREEMENT	04	15/02/11
4	MODIFIED TO WIPAC	-	04/04/2011

Rev	Description	By	Date
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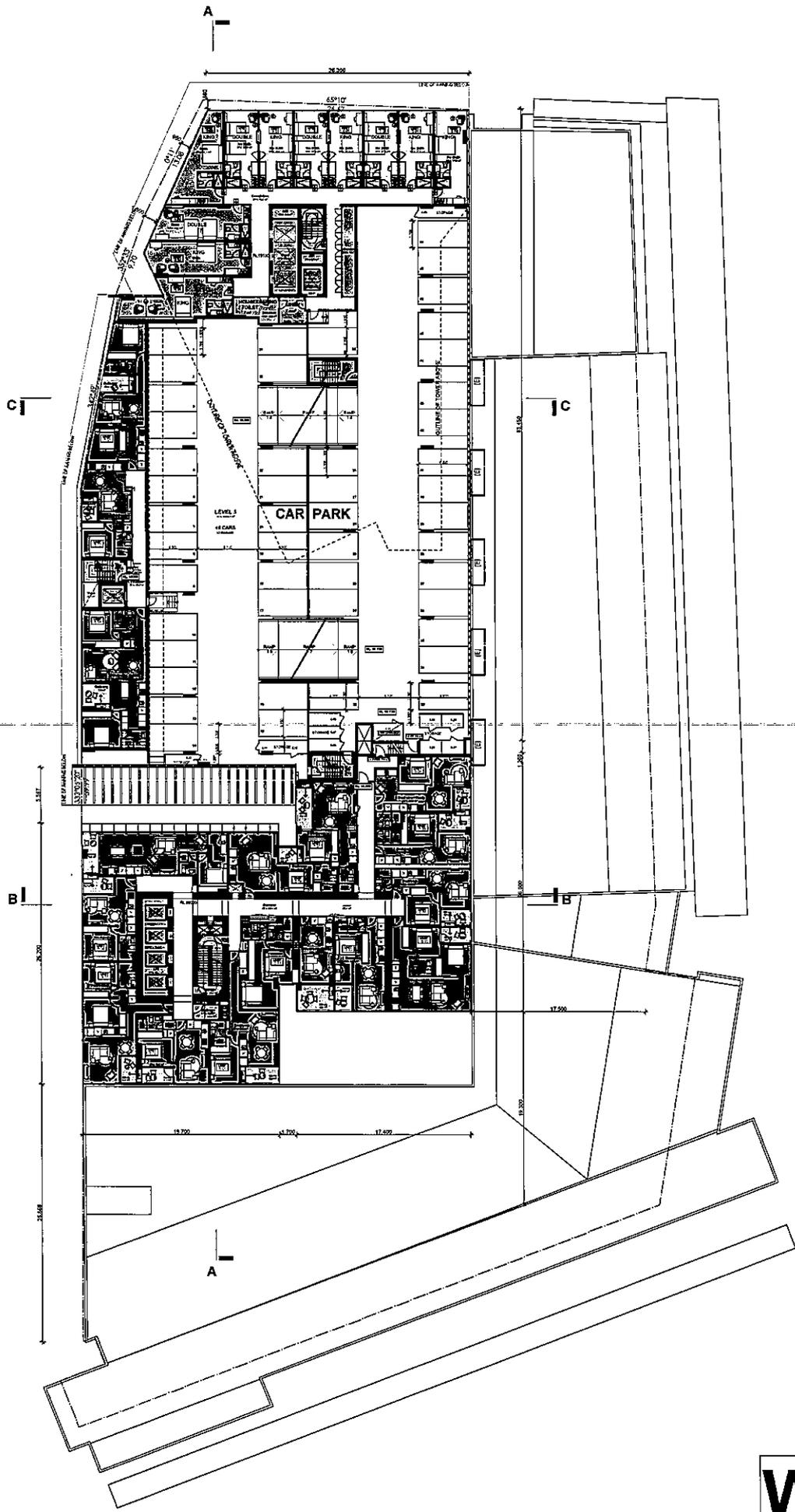


Client
 Wipac Pty Ltd
 Unit 10/11
 5648 Blackwell Rd,
 Ringwood, VIC 3105,
 Australia

Project
 Peak River Development
 10317
 622 Ford River Road,
 Deildale, VIC, 3406,
 Australia

Project number
 10317

Drawn by
 TP1105
 Checked by
 TP1105
 Date
 08/05/14
 Page
 3



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1	TO HIS PLANNING PERMISSION	CI	18/03/14
2	TO HIS PLANNING PERMISSION	CI	18/03/14
1	TO HIS PLANNING PERMISSION	CI	18/03/14
1	ISSUED FOR PERMITS	CI	18/03/14



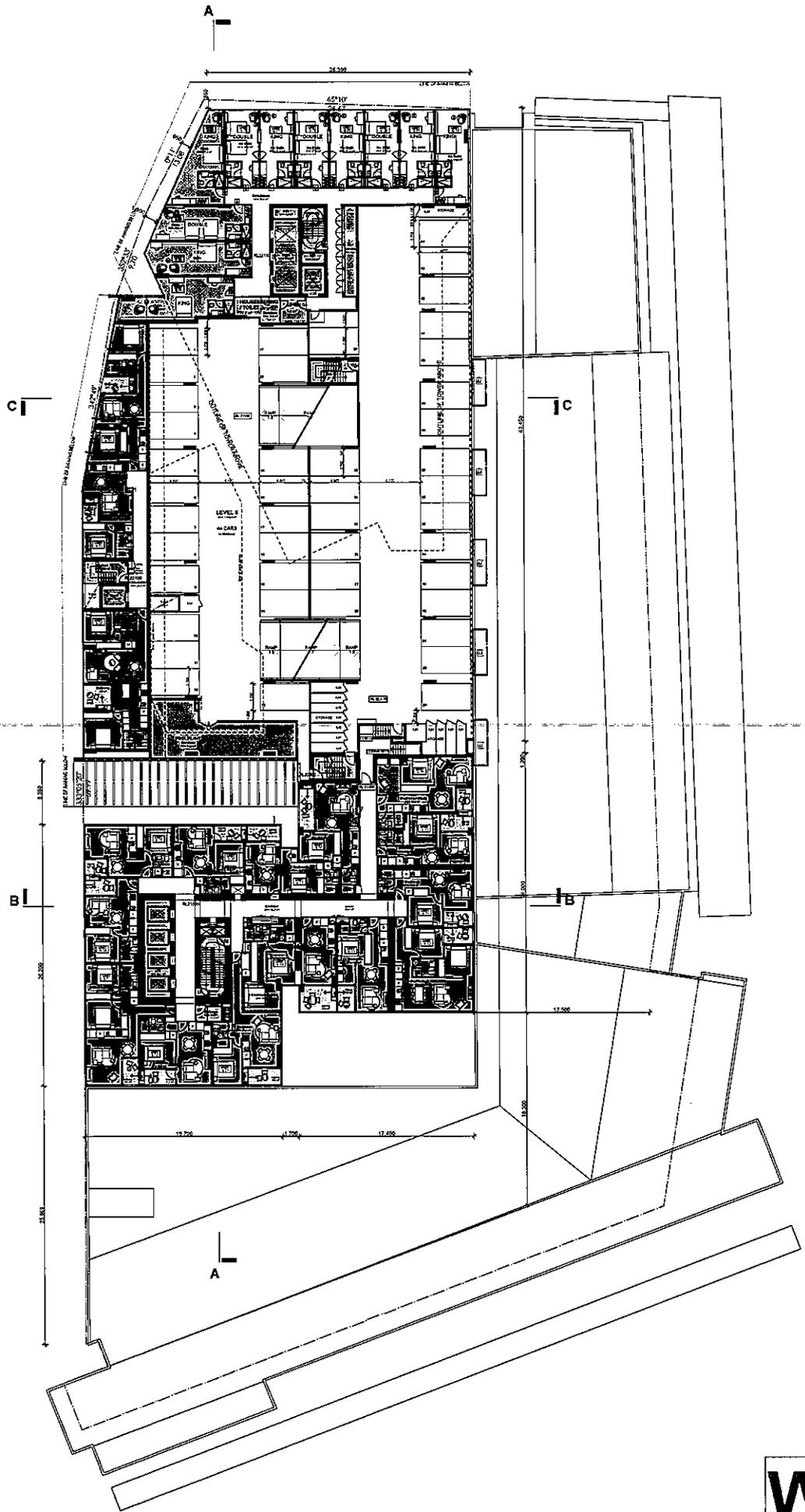
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Client: Peak
 Map No: 10917
 Client Name: SAAB Bunkers P/L
 622 Peak River Road,
 Docklands, VIC, 3008,
 Australia

Project: Peak River Development
 10917
 622 Peak River Road,
 Docklands, VIC, 3008,
 Australia

Drawn: TP1106
 Checked: TP1106
 Date: 09/05/2014
 Scale: 1:100
 Project: 10917
 Drawing: TP1106
 Page: 3



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3	TO N.A. PER E.C. AGREEMENT	CH	10/02/14
2	TO N.A. PER E.C. AGREEMENT	CH	10/02/14
1	TO N.A. PER E.C. AGREEMENT	CH	10/02/14
-	ISSUED FOR T.O. IN PLANNING	CH	10/02/14



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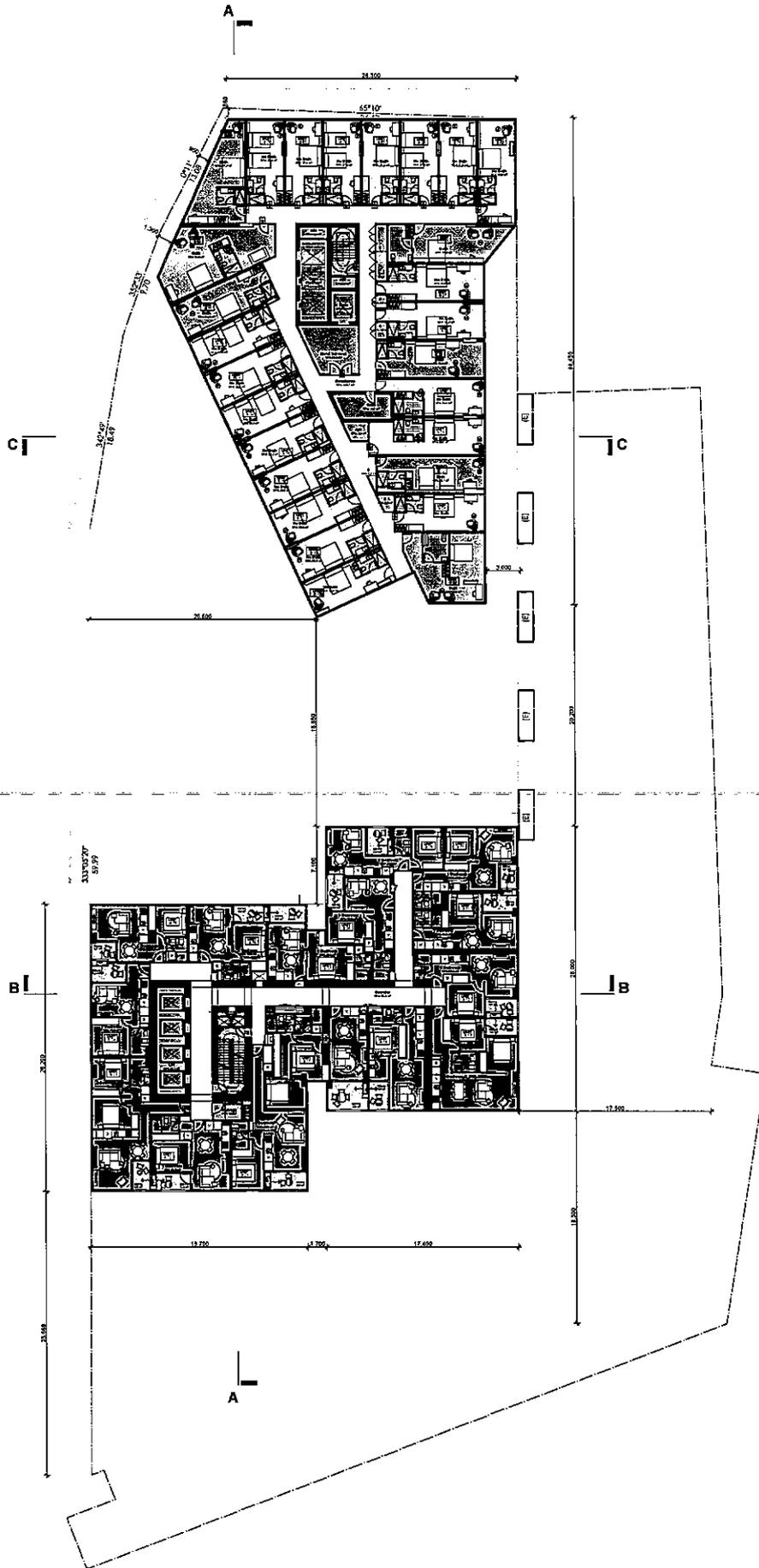


Client Name
 New Hor
 Client Address
 544 Baker Rd,
 Singapore, 229494,
 Singapore

Project Name
 Prad River Development
 Project Address
 622 Prad River Road,
 Docklands, VIC 3008,
 Australia

Project Number
10917

Drawing Title
 Level 4
 Drawing Number
 10917_1101_A1 Date 06/05/2014
 Drawing Scale
 1:200
 Drawing Sheet
 TP1107
 Drawing Page
 3



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1	TO MP PLANNING ALIGNMENT	DR	PHILLIPS
2	TO MP PLANNING ALIGNMENT	DR	WILSON
3	TO MP PLANNING ALIGNMENT	DR	WILSON
4	MARKED FOR TO MP PLANNING	---	UNASSIGNED
Rev	Description	By	Date

DR	PHILLIPS
DR	WILSON
DR	WILSON
---	UNASSIGNED



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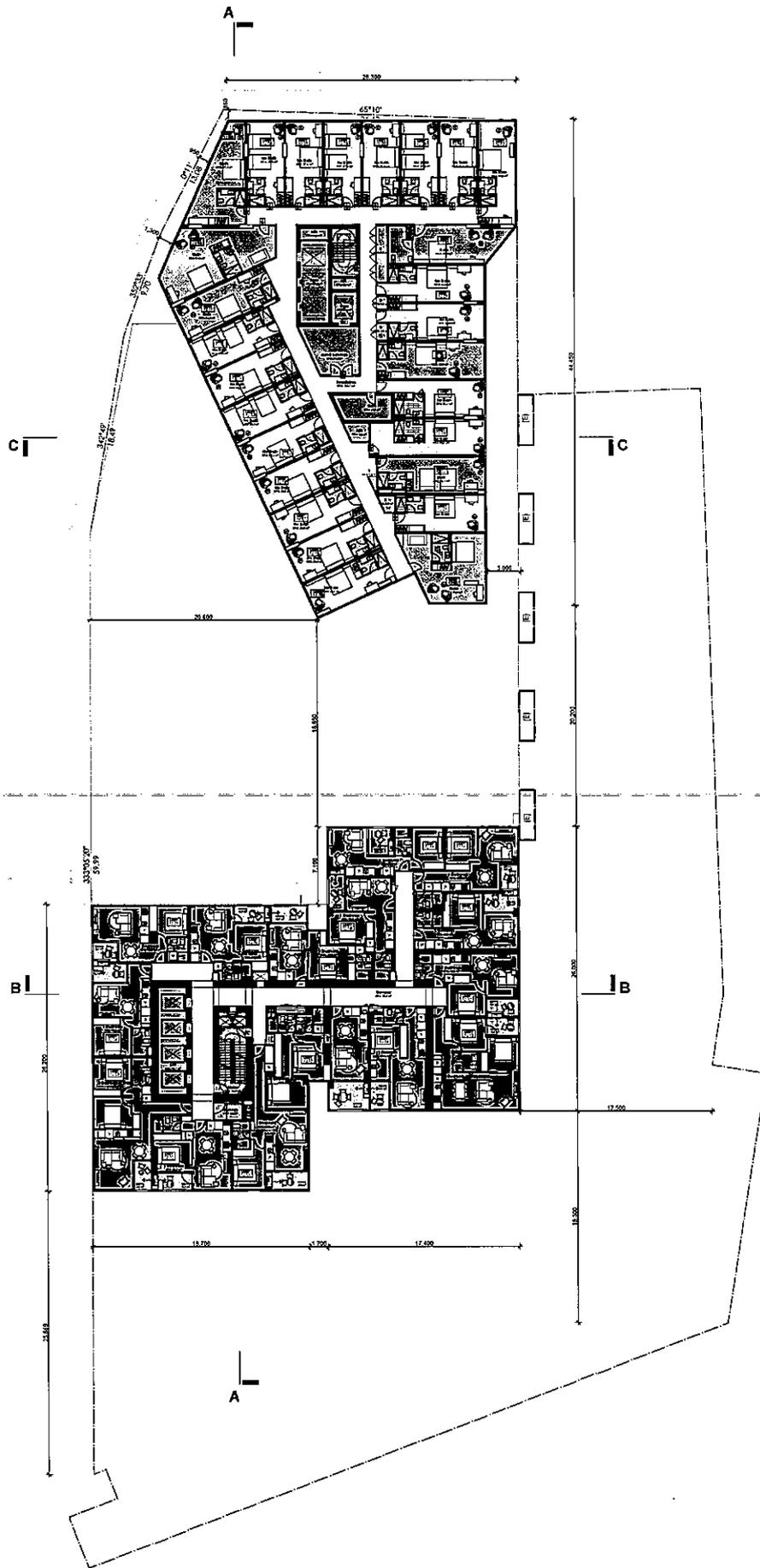


Client: DASH
 Site: H&M
 Client Address:
 2418 S. Knappton Rd.
 Springfield, MA 01104, USA

Project: West
 Project Name: West
 Project Address:
 652 West River Road,
 Duxbury, MA 01928, USA

Project Number: 10377

Client: West
 Site: H&M
 Project Name: West
 Project Address:
 652 West River Road,
 Duxbury, MA 01928, USA
 Date: 1.20.14
 Drawing Number: TP-1100
 Page: 3



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1	TO NPL OFFICIAL RECORD	CS	10/20/17
2	TO NPL OFFICIAL RECORD	CS	10/20/17
3	TO NPL OFFICIAL RECORD	CS	10/20/17
4	FOR THE CITY OF PLANNING	CS	10/20/17



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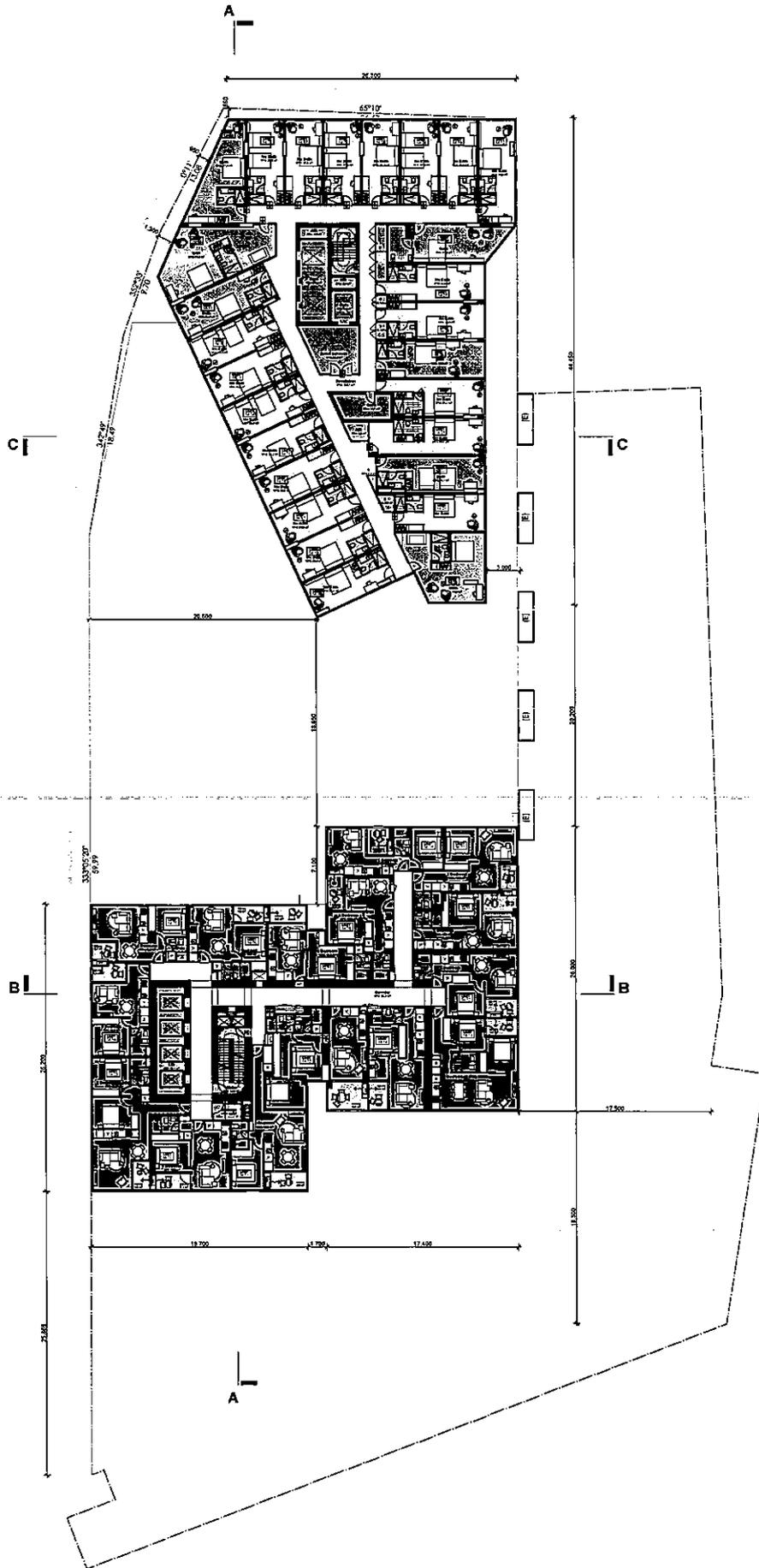


Chief Architect
 How Yee
 Owner/Architect
 1444 Salsbery Rd.
 Singapore, 229994
 Singapore

Project
 Pearl River Development
 Phase 1
 622 Pearl River Road,
 Docklands, VA, 23031,
 United States

Project Number
10317

Drawn
 Ery Wang
 Level 12
 Project Name
 Preliminary
 Scale
 1/8" = 1'-0" A1
 Date
 09/05/2014
 Drawing Number
 TP-1113
 Page Number
3



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1	FOR PRELIMINARY ALIGNMENT	01	08/25/14
2	FOR PRELIMINARY ALIGNMENT	01	08/25/14
3	FOR PRELIMINARY ALIGNMENT	01	08/25/14
4	ISSUED FOR FUTURE PLANNING	01	08/25/14



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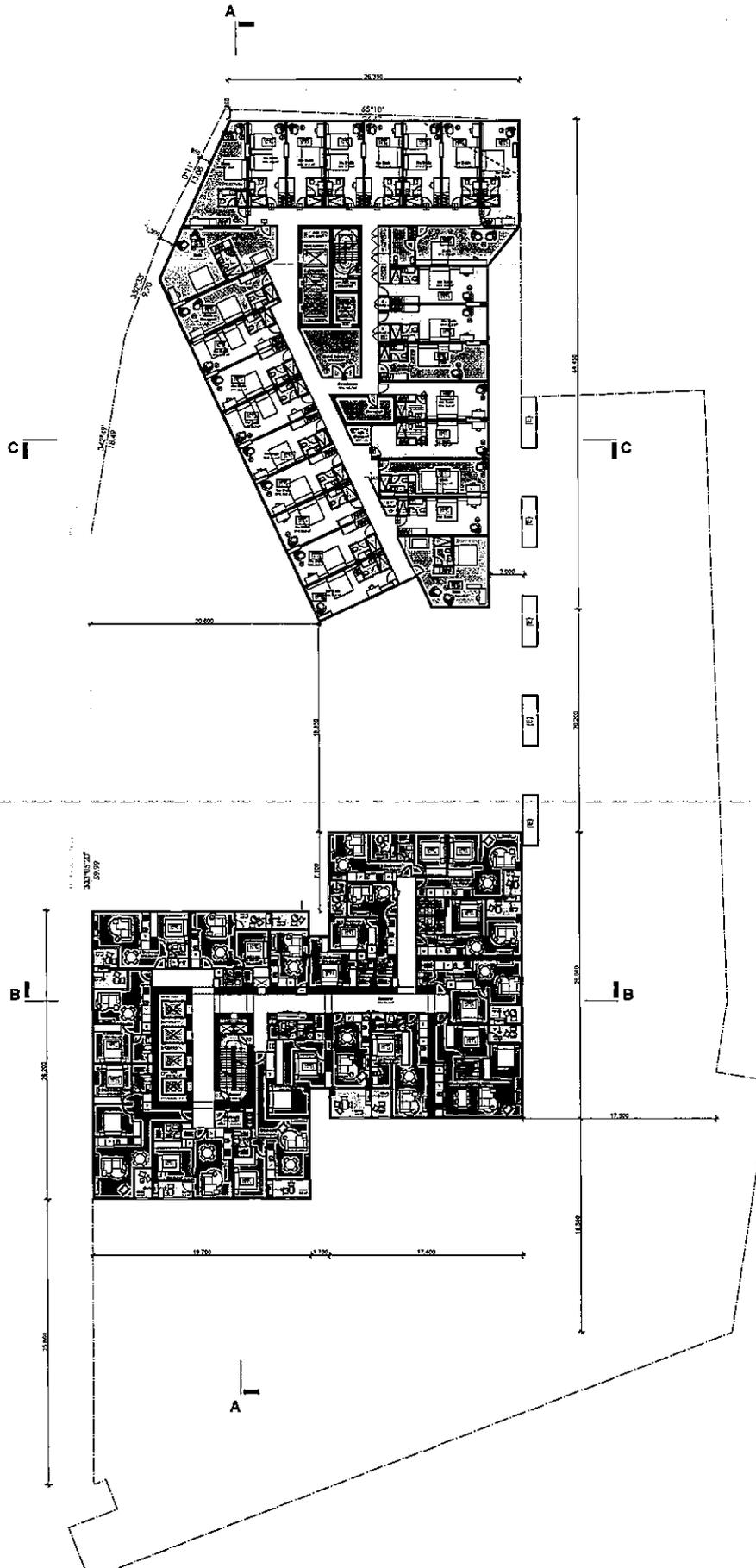


Client: dko
 Site: Shop 110
 Client Name: SHAN TAI
 822 Prud'homme Rd,
 Docklands, VIC 3207,
 Australia

Project Name: Prud'homme Development
 Project Address: 822 Prud'homme Road,
 Docklands, VIC 3207,
 Australia

Project Number: 10937

Scale: 1/4" = 1'-0"
 Level: 11
 Project Status: Preliminary
 Date: 1.2014, 11/14/14
 Project Number: TP1115



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1	TO ARCHITECTURAL BOARD	CS	16/02/14
2	TO ARCHITECTURAL BOARD	CS	16/02/14
3	TO ARCHITECTURAL BOARD	CS	16/02/14
4	FOR ARCHITECTURAL BOARD	CS	16/02/14



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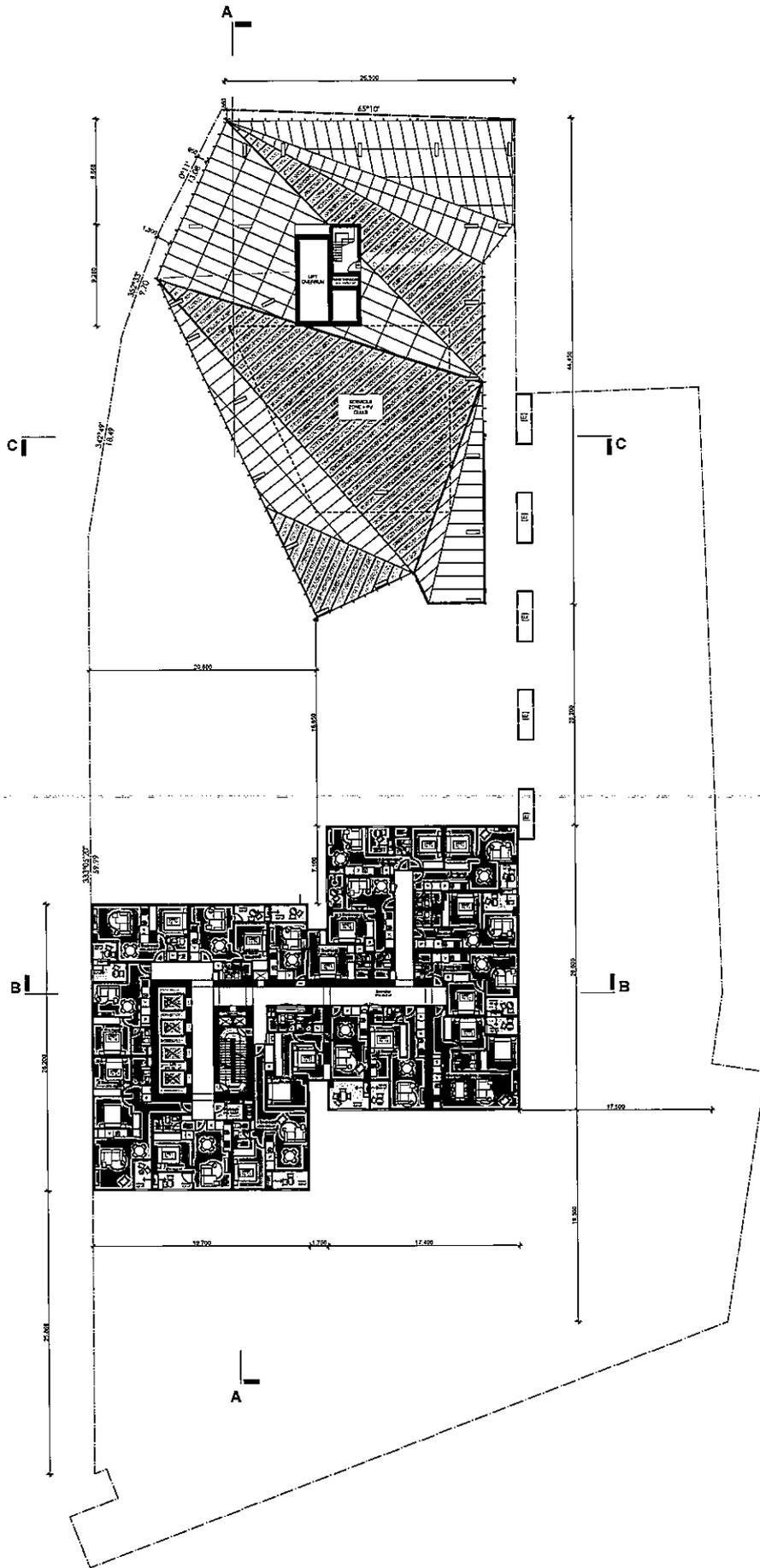


Clare Drake
 Maya Seal
 Chantelle
 3448 Spenser Rd,
 Spence, VIC, 3024,
 Australia

Project:
 Project Name: Frankston Development
 Project Address: 1222 Pines Road,
 Docklands, VIC, 3008,
 Australia

Project Number:
10917

Drawn:
 Level 15
 Final Stage
 Preliminary
 Scale: 1:200, 1:110 A1 Date: 08/02/14
 Drawing Number: TP1116 Page: 3



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1	TO ARCHITECTURAL PRACTICE	01	18/07/14
2	FOR PLANNING AND EVIDENCE	01	18/07/14
3	FOR PLANNING AND EVIDENCE	01	18/07/14
4	FOR PLANNING AND EVIDENCE	01	18/07/14



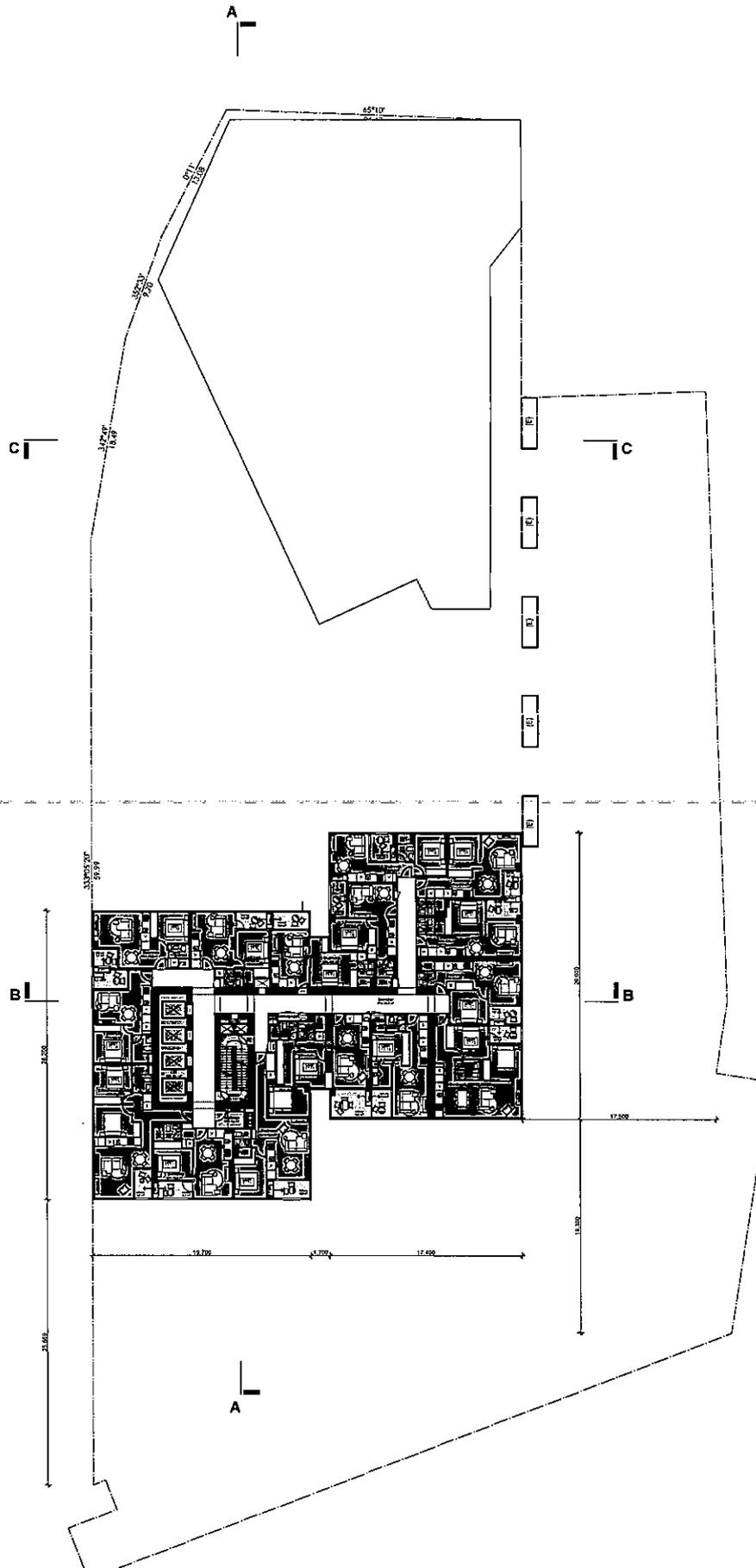
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Chris Deak
 Map Hen
 Chris Henne
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 Australia

Project
 Peart River Development
 10017

Drawn
 Gary Flett
 Level 15
 Peart River
 Peart River
 Date: 1/2011 1:10 A1 00-10052014
 Project Number
 10017
 Page Number
 3



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2	TO-WI PLANNING AGREEMENT	CS	10/03/14
1	TO-WI PLANNING AGREEMENT	CS	09/02/14
-	INSTRUCTION TO ARCHITECT	-	09/02/14



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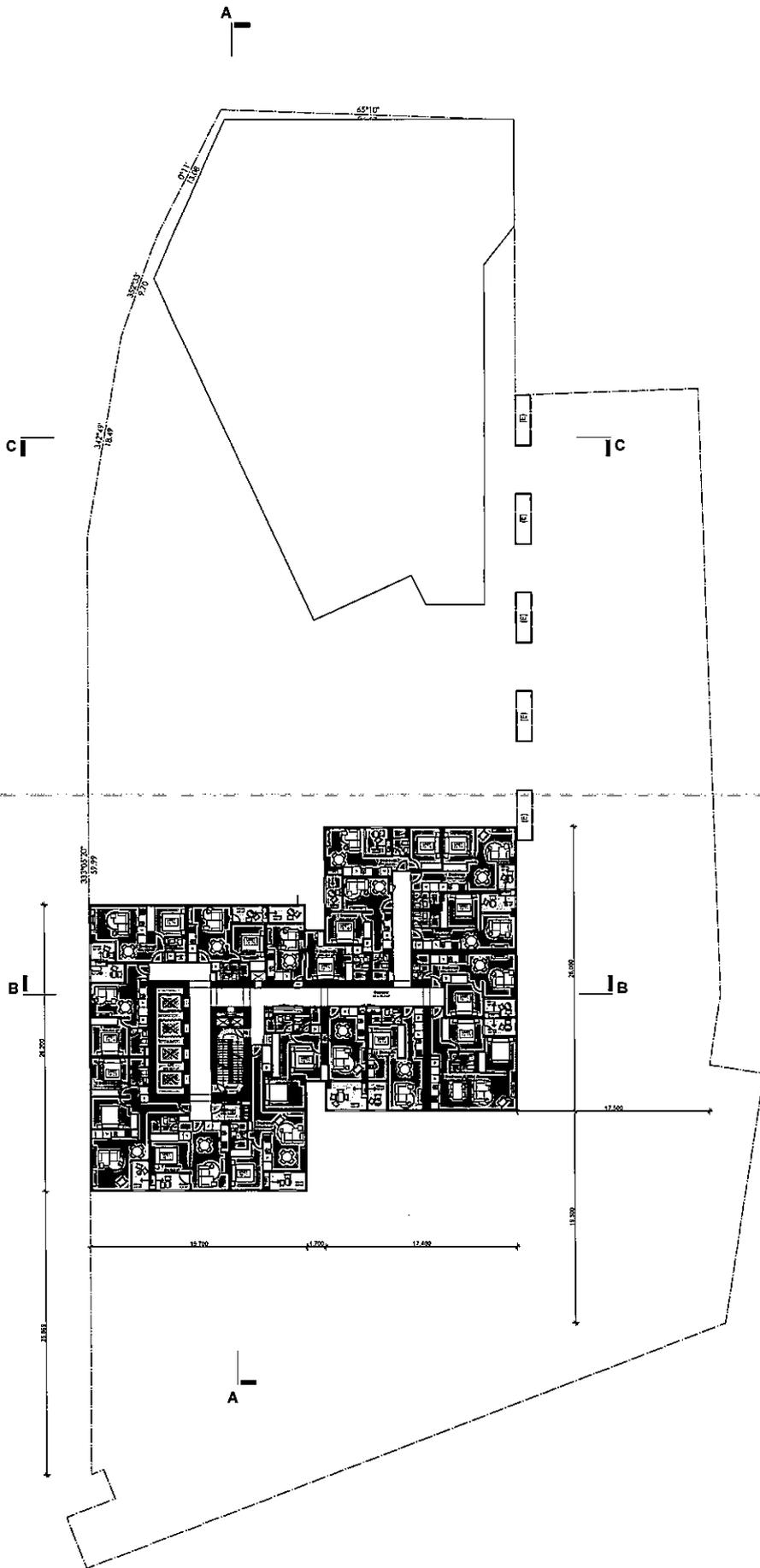


Chris Drake
 May New
 Chairman
 5444 Bamber Rd,
 Truganina, VIC 3026,
 Australia

Project
 Plant River Development
 622 Point River Road,
 Docklands, VIC, 3002,
 Australia

Project Number
10917

Client
 May New
 Level 17
 Plant River
 Preliminary
 Date: 1/20/15 A1
 Drawn by: TP1118
 Checked by: 3



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2	TO HP PLANNING AGREEMENT	CH	04/03/14
3	TO HP PLANNING AGREEMENT	CH	04/03/14
4	DESIGNED FOR HP PLANNING	CH	04/03/14



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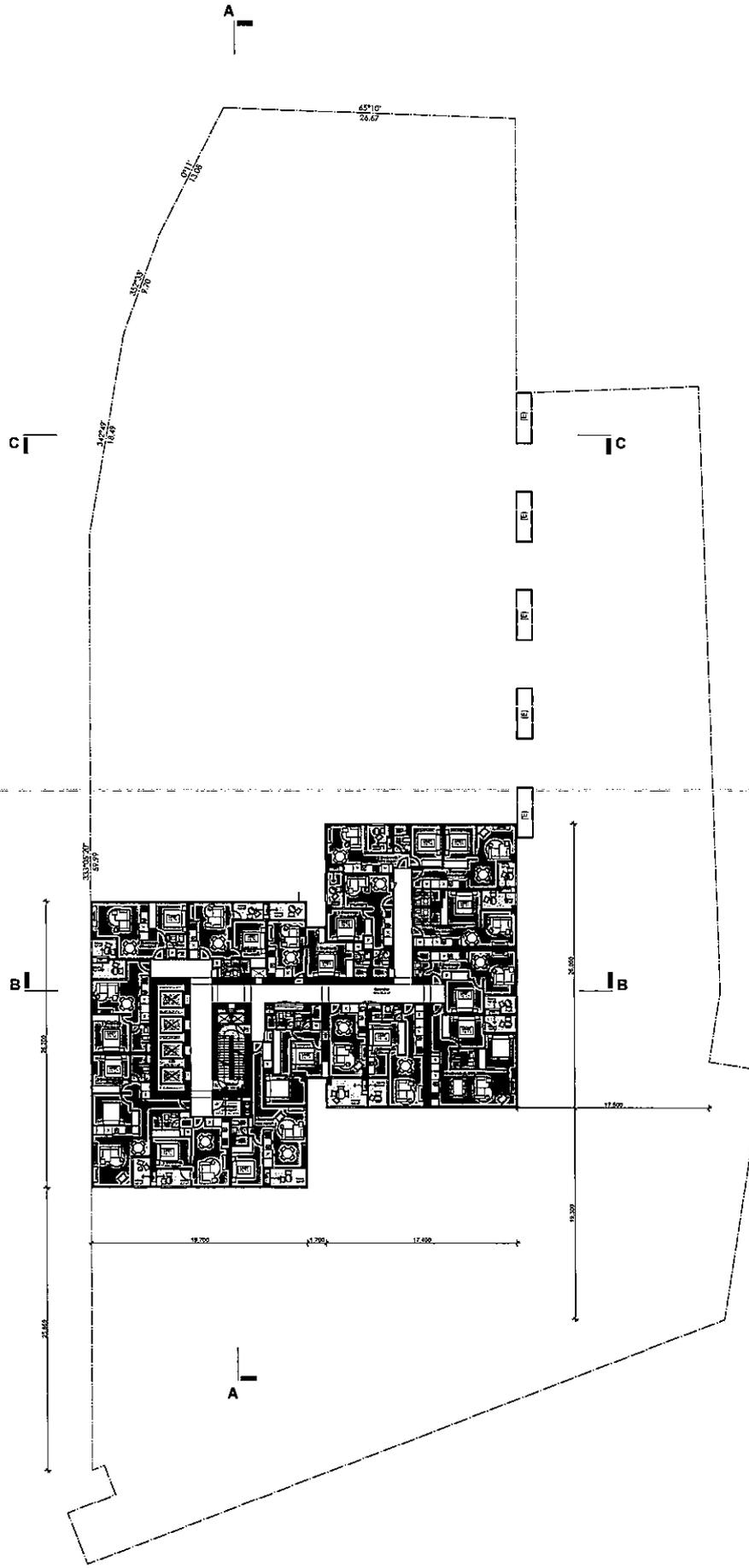
Client/Drawn
 Map Hat
 Client/Drawn
 600 Adelaide Rd.
 Stoppers, 322844,
 Stoppers

Project
 Post River Development
 Post River
 522 Post River Road,
 Sandhurst, VIC, 3687,
 Australia

Sheet Number
10817

Drawing
 18th Floor
 Level 18
 Preliminary
 Scale: 1:200 @ A1
 Drawing Number
 TP1513

Date: 08/05/2014
 Revision
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3	TO ALL APPLICABLE ELEMENTS	CA	08/05/2014
4	TO ALL APPLICABLE ELEMENTS	CA	08/05/2014
5	TO ALL APPLICABLE ELEMENTS	CA	08/05/2014



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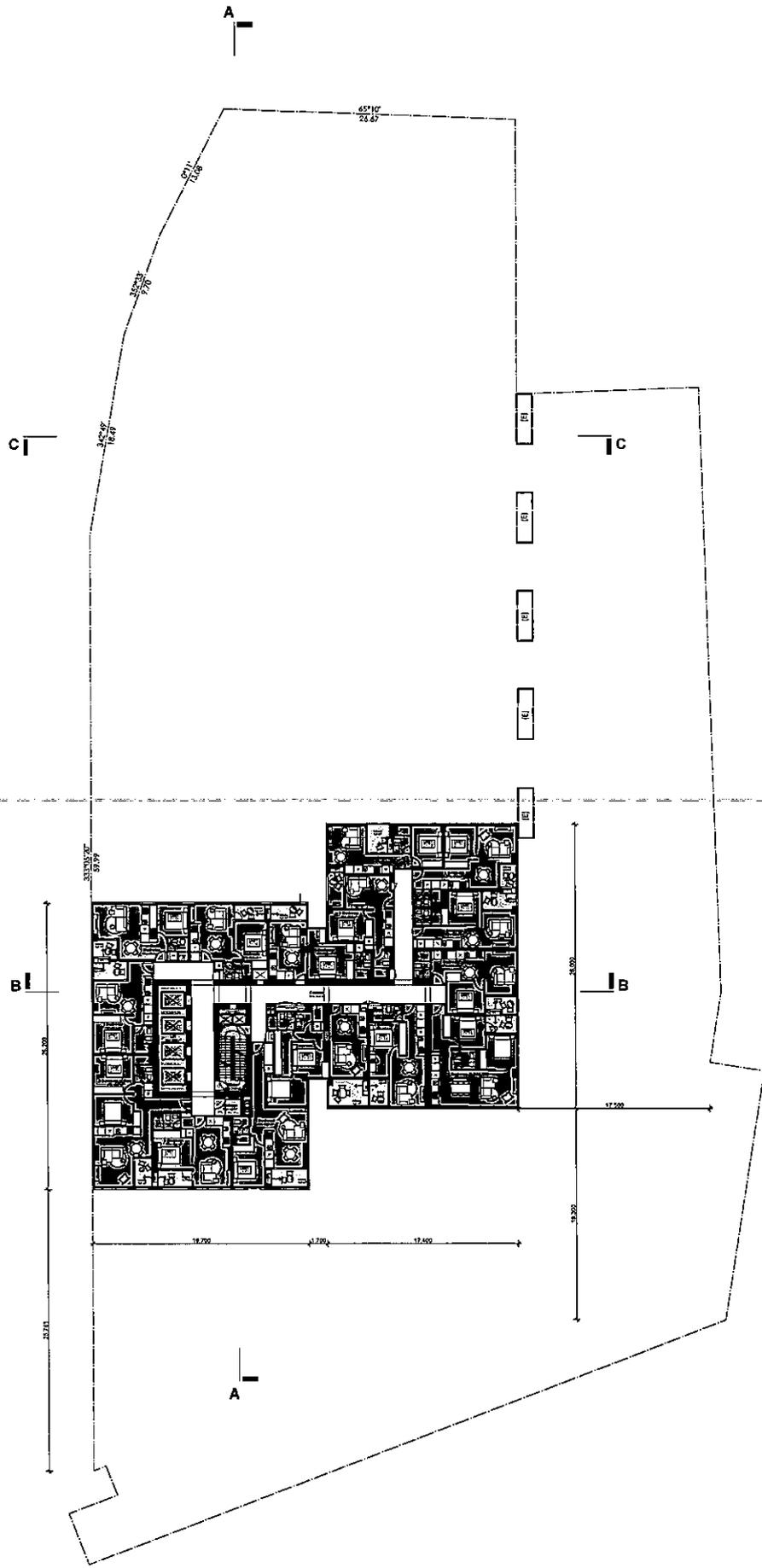


Client: Dook
 Map: Map
 Client Name: Dook
 Client Address: 3222 Ford River Road,
 Goodlands, VIC 3004,
 Australia

Project Name: Ford River Development
 Project Address: 3222 Ford River Road,
 Goodlands, VIC 3004,
 Australia

Project Number: 10337

Drawing: Site Plan
 Level: 1B
 Project No.: Preliminary
 Scale: 1:200 @ A1
 Date: 05/05/2014
 Drawing Number: TP-1120
 Page Number: 3



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Rev	Description	By	Date
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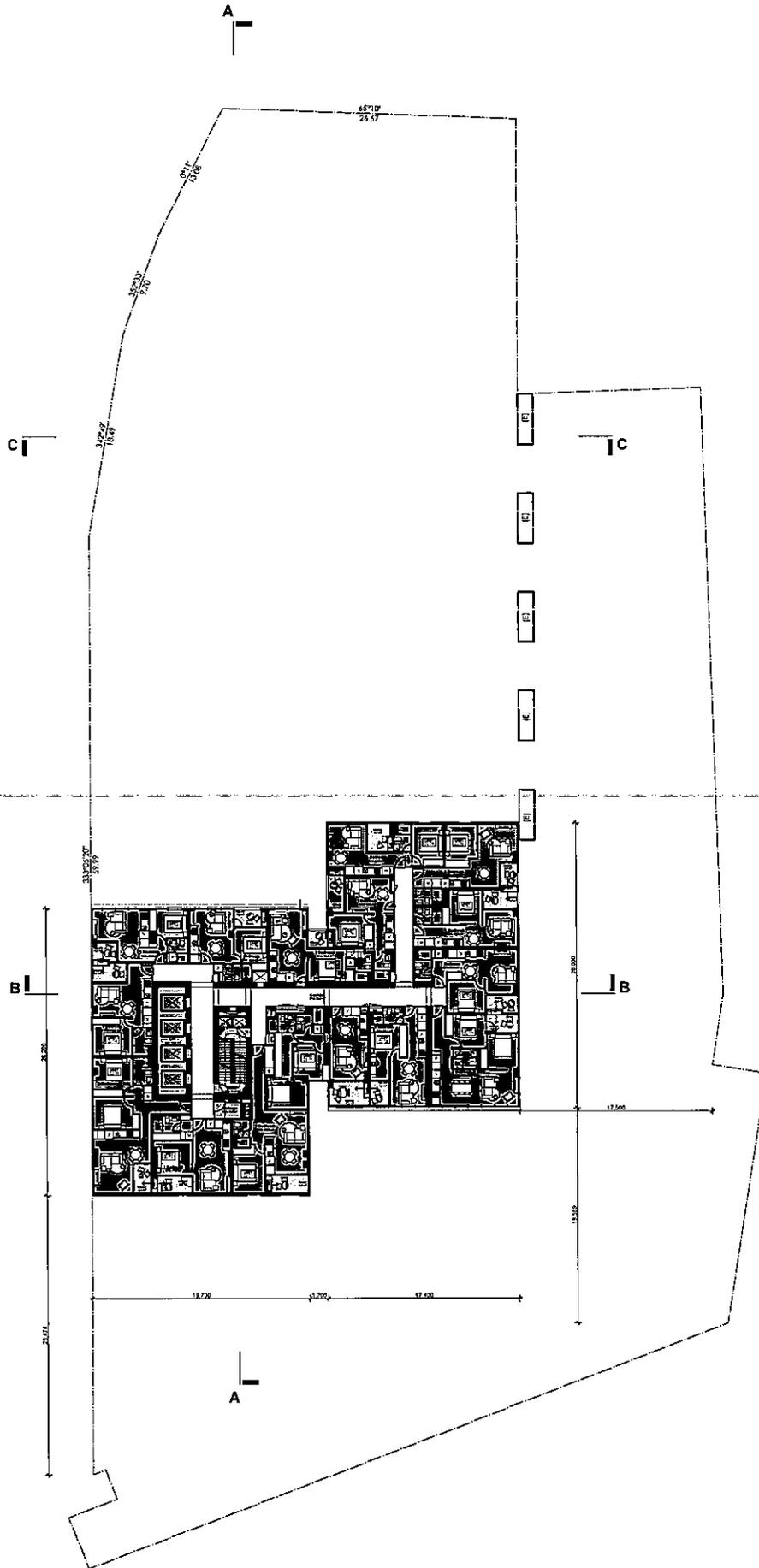
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Client: DKO
 Site: 115
 Date: 08/02/10

Project: Docklands Development
 Phase: 1
 Design: 100%

Project Number: 10017
 Drawing Title: Site Plan
 Level: 10
 Date: 08/02/10
 Drawing Number: TP112Z
 Page: 3



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Rev	Description	By	Date
1	TCM PLANS & ELDING	DA	06/05/14
2	TCM PLANS & ELDING	DA	06/05/14
3	TCM PLANS & ELDING	DA	06/05/14
4	REVISION TO PLANS	DA	06/05/14



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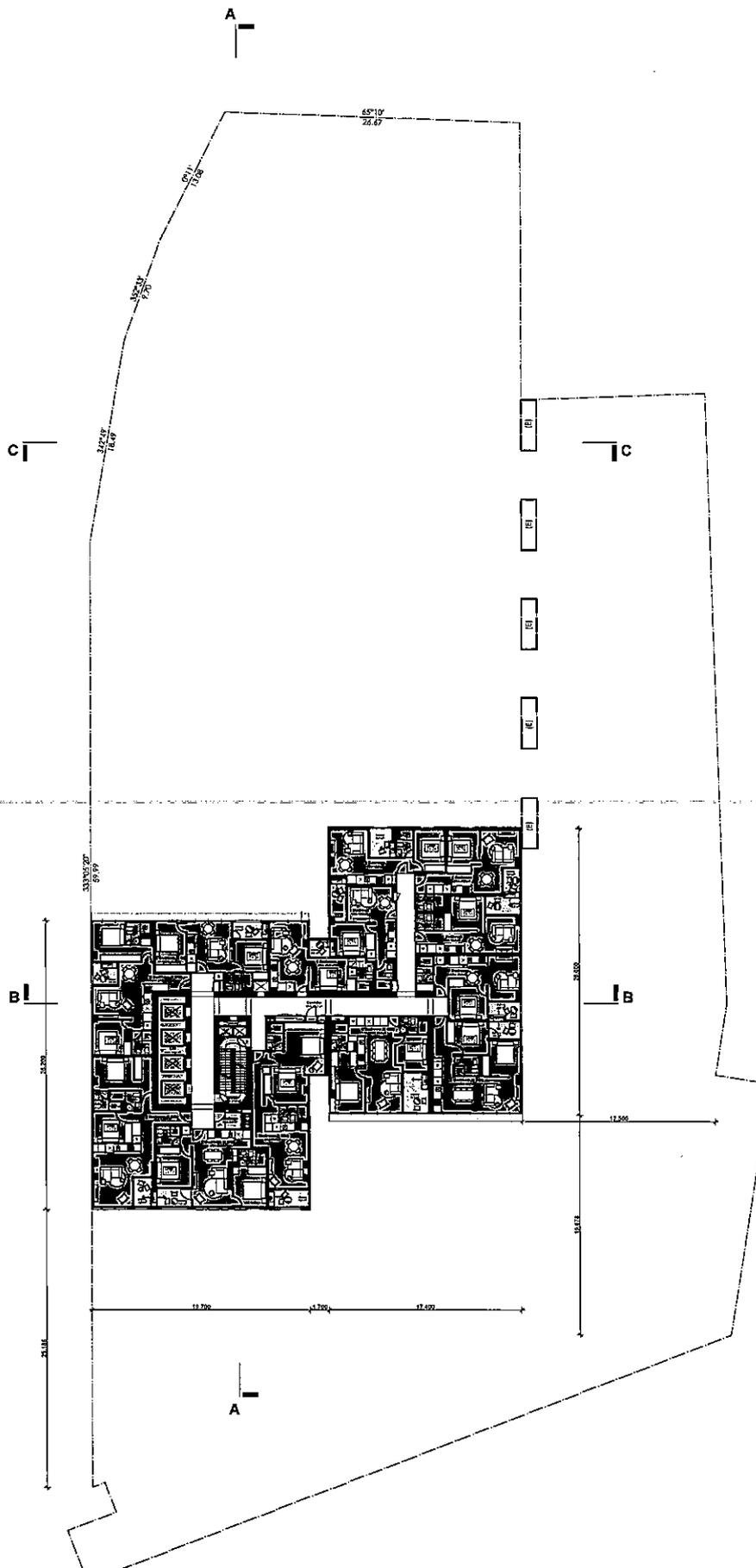


Chris Deane
 Rob Lee
 Chris Jones
 648 Industrial Rd.
 Stoughton, MA 01901

Project
 Pearl River Development
 6-22 Pearl River Road,
 Deckertown, MD, 20821,
 Maryland

10917

Sheet
 Shop 118
 Level 1
 Preliminary
 Date: 12/09/14
 Drawn: DA
 Checked: DA
 Project: TP1123
 Page: 3



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1	TO: N.A. PLANNING AND DESIGN	OR	09/05/2014
2	TO: N.A. PLANNING AND DESIGN	OR	09/05/2014
1	TO: N.A. PLANNING AND DESIGN	OR	09/05/2014
1	FOR DESIGN TO: N.A. PLANNING AND DESIGN	OR	09/05/2014



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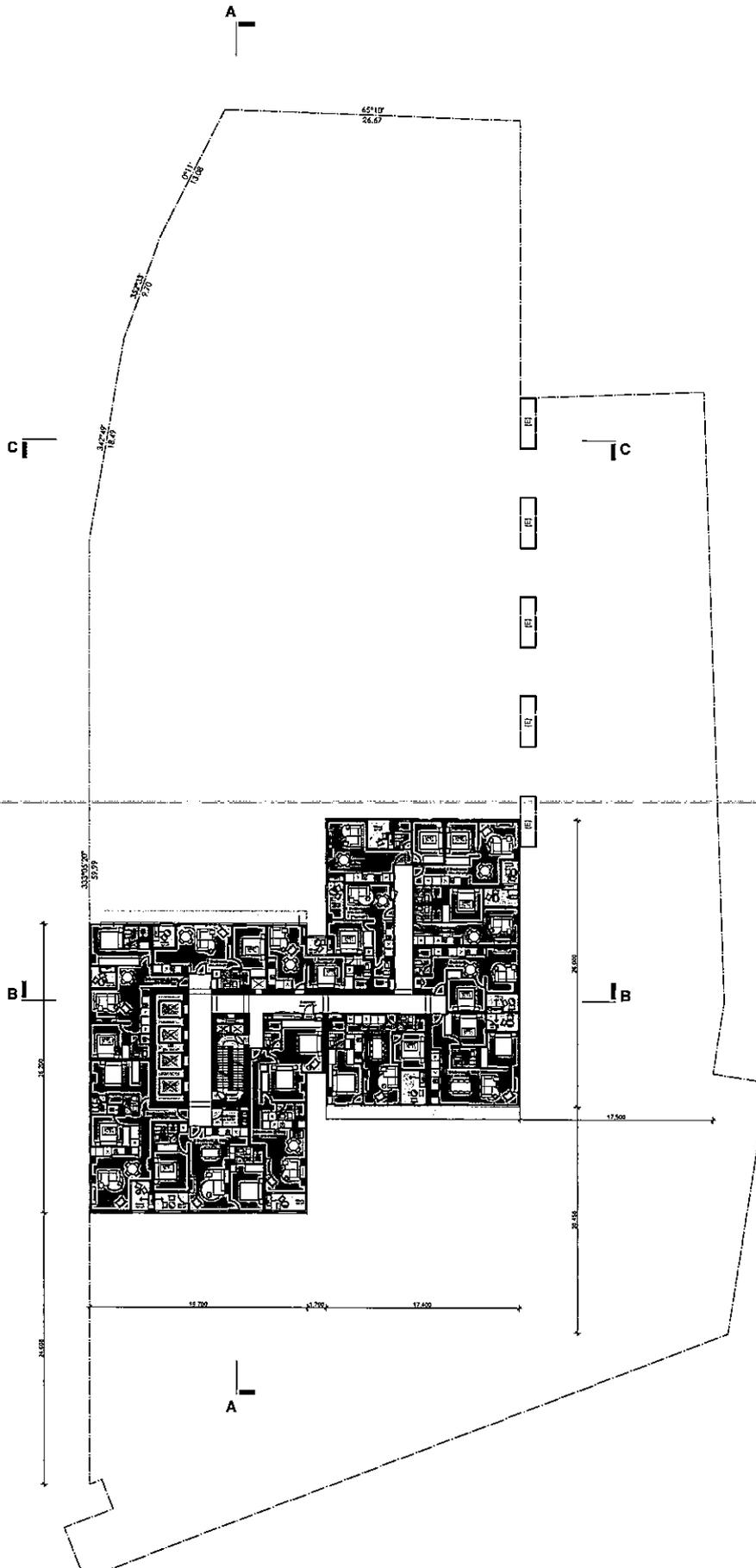
Chay Dook
 Head of Sales
 Dan Lerner
 504 Rindler Rd,
 Ringwood, VIC 3115, Australia

Project
 Plant River Development
 Project Name
 504 Rindler Road,
 Docklands, VIC 3008,
 Australia

Project Number
10317

Client
 City of Melbourne
 Project Stage
 Preliminary
 Scale
 1:200 @ A1
 Drawing Number
 TP1424

Date
 08/05/2014
 Page Number
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REV	Description	By	Date
1	TO ARCHITECTURAL EXHIBIT	GA	05/05/14
2	TO ARCHITECTURAL EXHIBIT	GA	18/05/14
3	TO ARCHITECTURAL EXHIBIT	GA	19/05/14
4	FOR CONSTRUCTION	GA	05/05/14



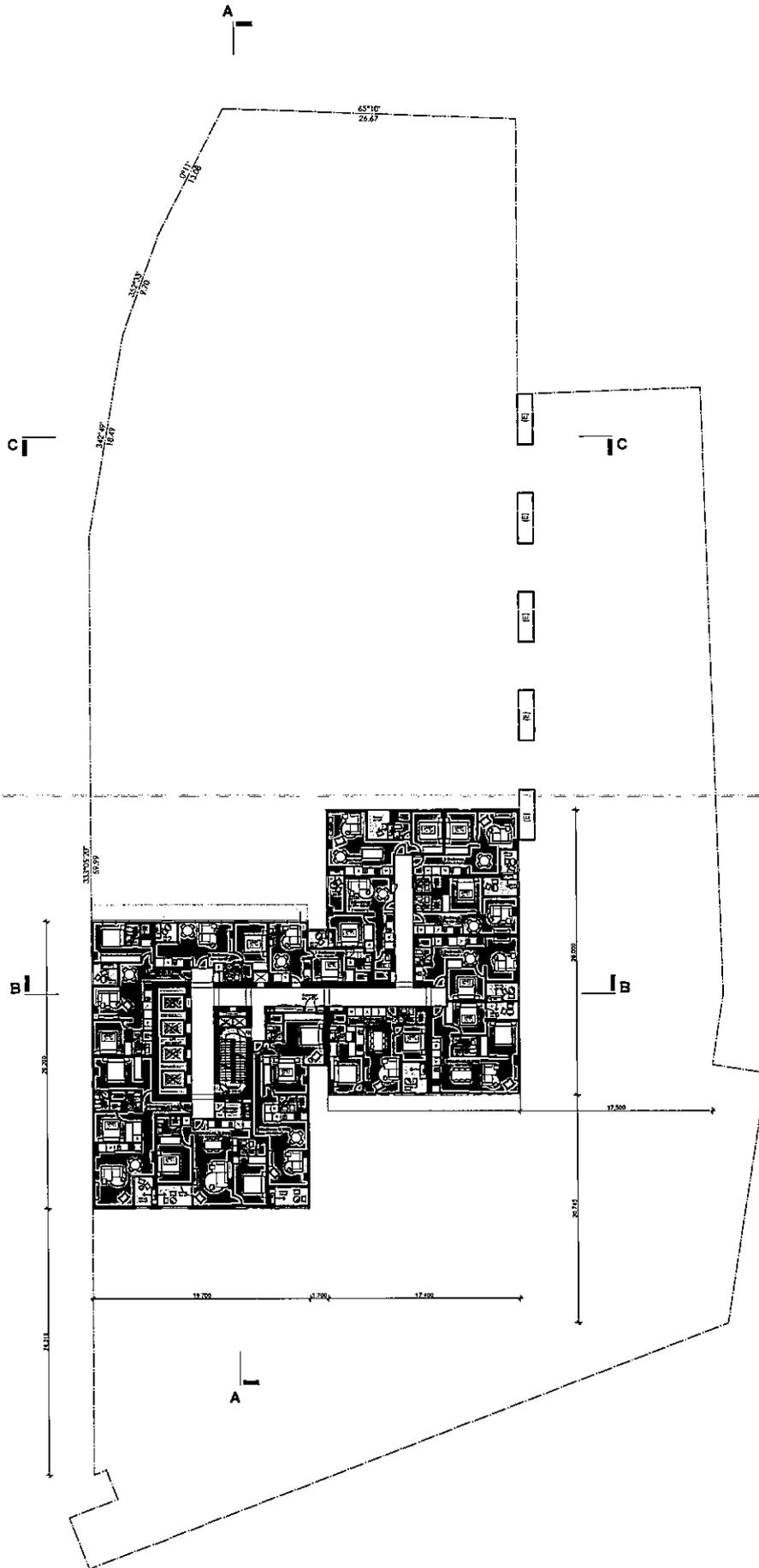
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 JAN 2010/08



Client Detail
 Site No:
 Date:
 564 Bardon Rd,
 Bardon, QLD, 4015,
 Australia

Project
Pearl River Development
 Level 25
 627 Pearl River Road,
 Cheltenham, VIC, 3095,
 Australia

Project Number
10917
 Drawing
 Level 25
 Preliminary
 Scale 1:500 A1
 Date 05/05/2014
 Drawing Number
TP1126



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1	TO WALKER AND PARTNERS	OK	10/03/14
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3	TO WALKER AND PARTNERS	OK	10/03/14
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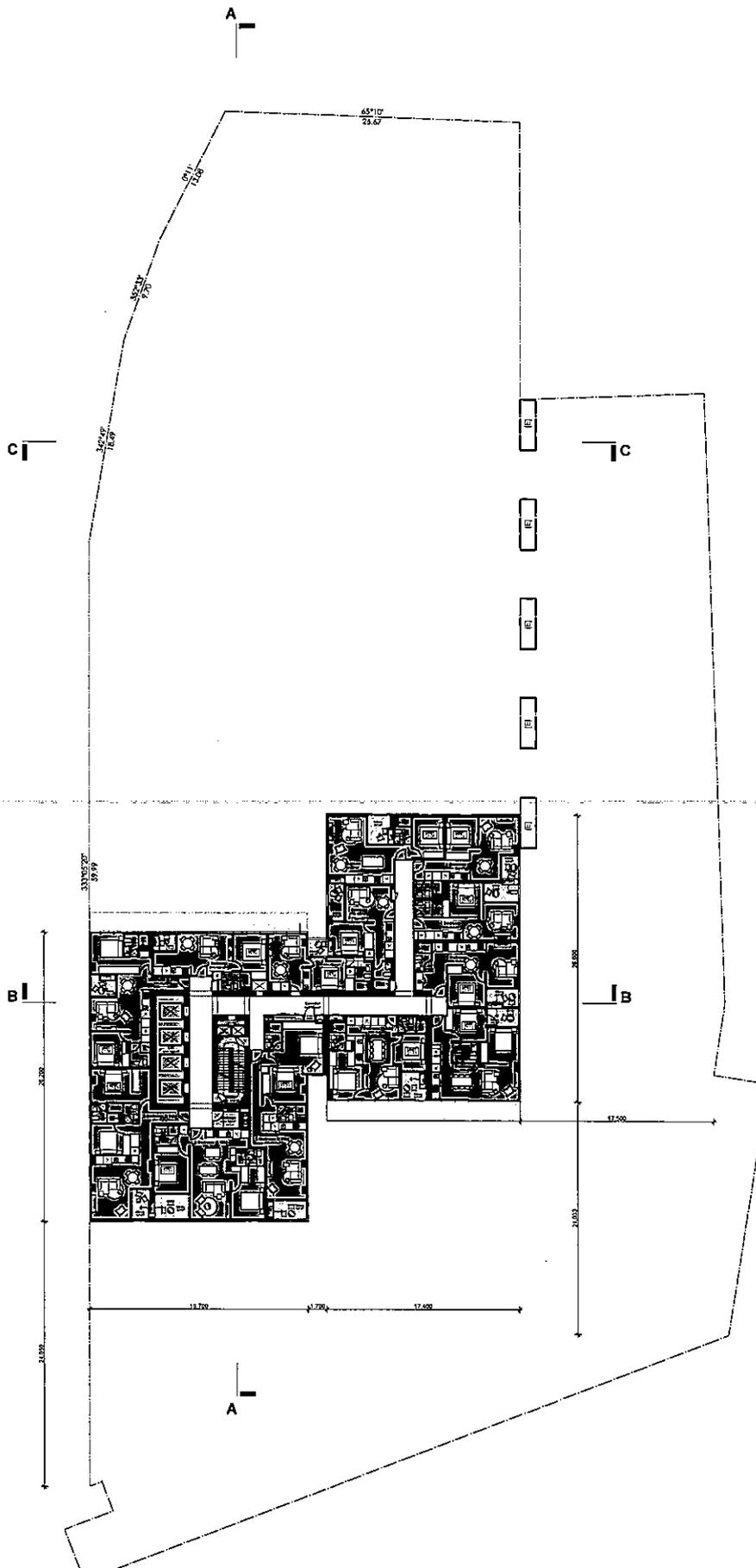
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Client Details
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 Dickson
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Project
 Pearl River Development
 10317

Drawing
 Shop Floor
 Level 01
 Preliminary
 Scale: 1:200 @ A1
 Date: 06/05/2014
 Page: 3



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2	TO W. PLANNING W/ EXHIBIT	DI	18/03/14
3	TO W. PLANNING W/ EXHIBIT	DI	18/03/14
4	PLANNING 10/14/14	DI	18/03/14



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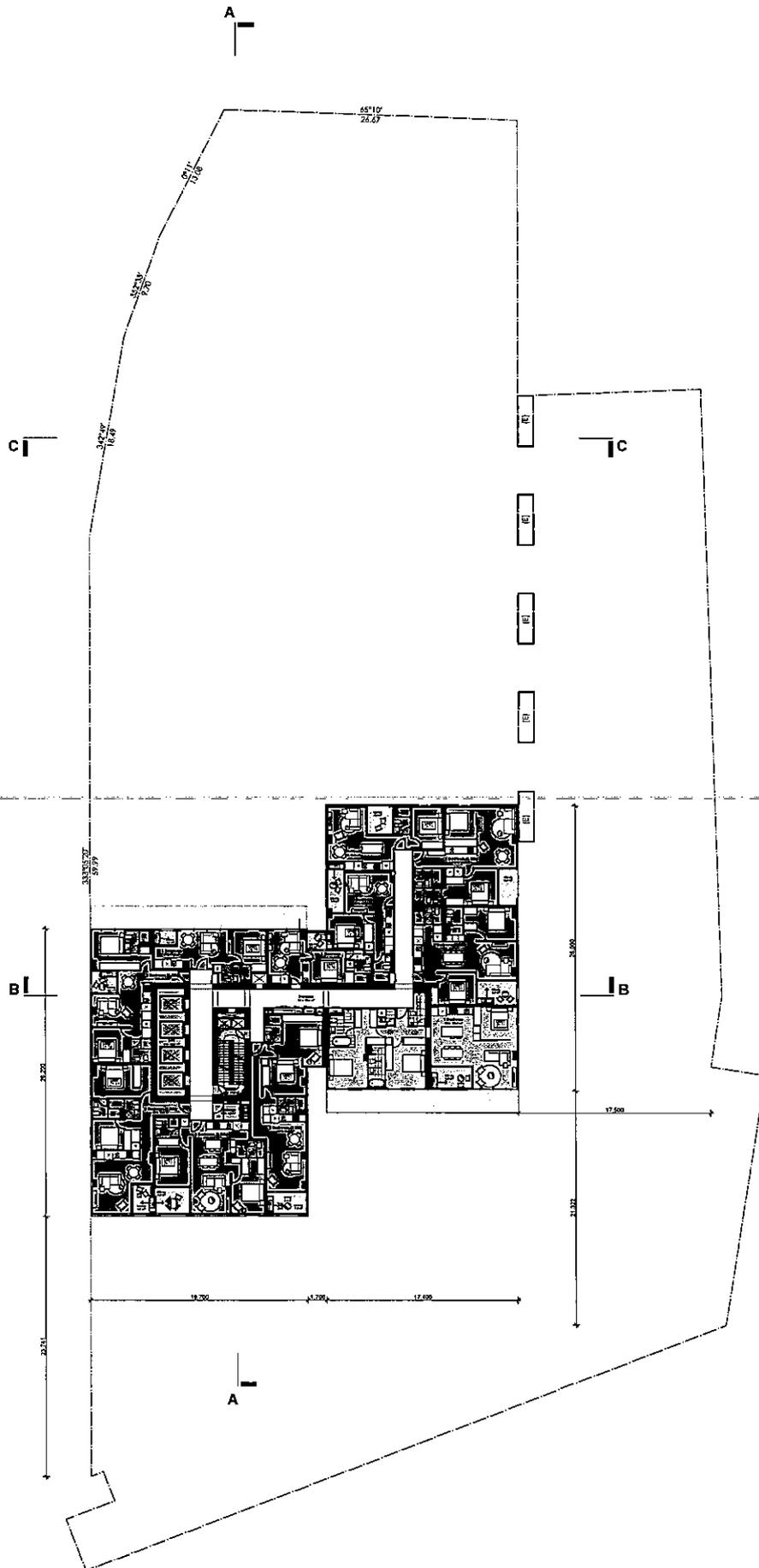
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 Plant River
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 Docklands, VIC 3008,
 Australia

Project Number
 10817

Drawn
 Ely Pugh
 Level 07
 Plant River
 Scale 1:200 @ A1

Date: 09/05/2014
 Page: 3

Drawn Number
 TP1128



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1	TO ARCHITECTURE FOR REVIEW	GA	16/07/14
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1	FOR ARCHITECTURE FOR REVIEW	GA	16/07/14



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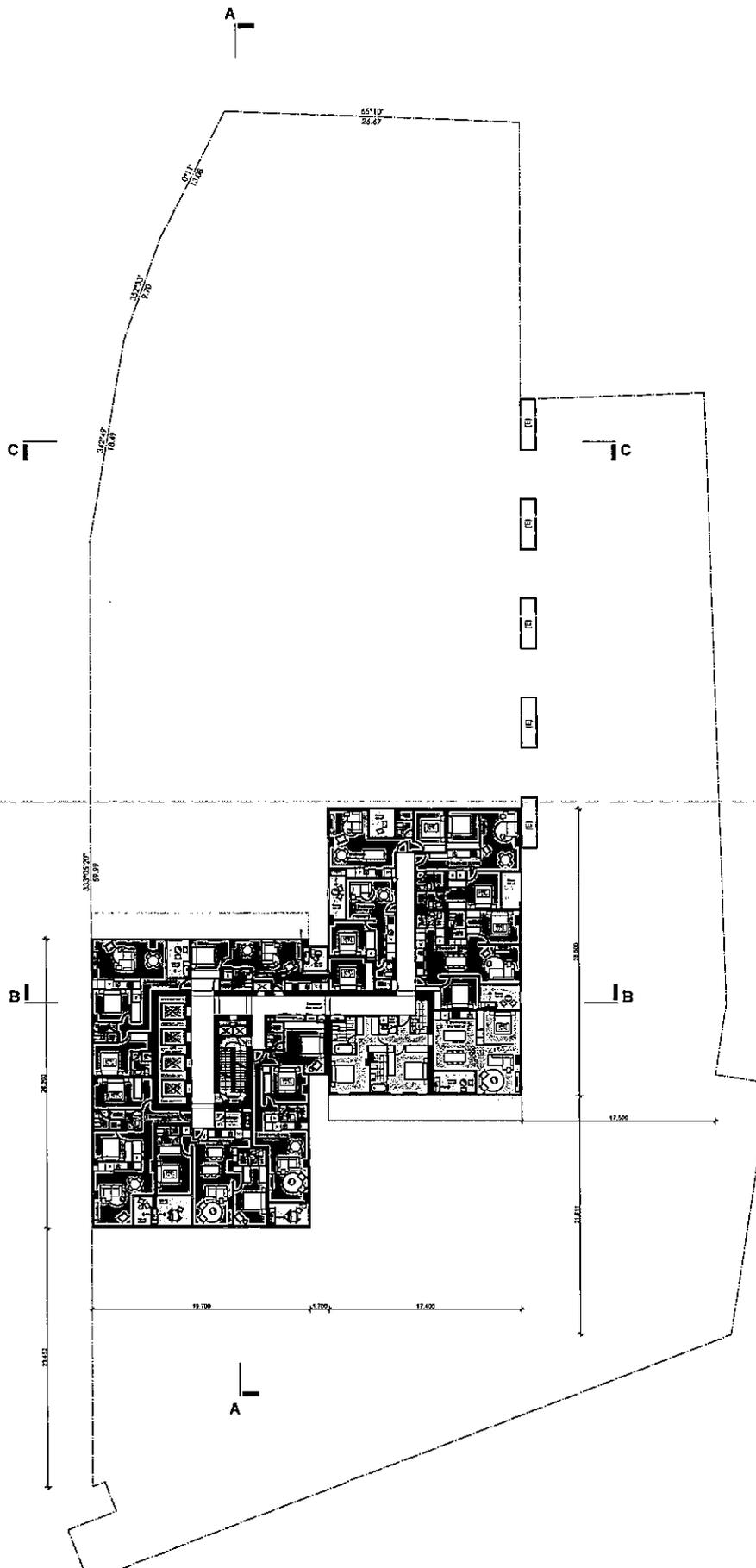
David Cook
 Niall Hill
 Dan Latham
 5644 Rindler Rd,
 Essendon, VIC 3040,
 Australia

Project
 Plant Room Development
 Project Name
 612 Ford River Road,
 Docklands, VIC, 3008,
 Australia

Project Number
10317

Drawn
 Emy Flett
 Level 12
 Project Status
 Preliminary
 Scale 1:200 @ A1
 Drawing Number
 TP-1123

Sheet Number
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 Date
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1	SC-10 PLANNING & ELEMENT	CI	10/02/14
2	SC-10 PLANNING & ELEMENT	CI	10/02/14
3	SC-10 PLANNING & ELEMENT	CI	10/02/14
4	REVISION TO PLANNING	CI	10/02/14



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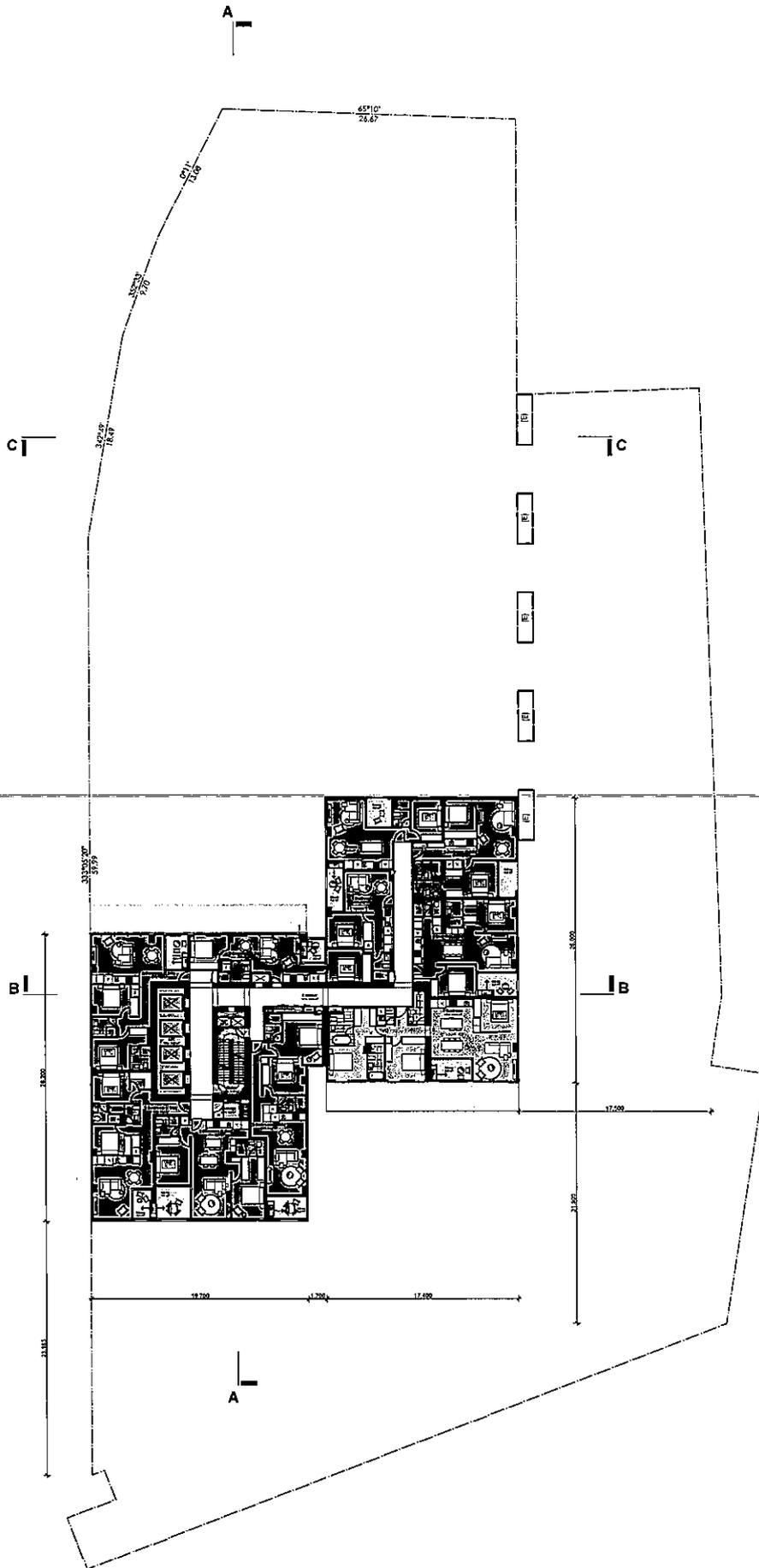


Chris Cook
 Shop 118
 Docklands
 439 Docklands Dr.
 Docklands, VIC 3008, Australia

Project Name
 Project Number
 Project Location
 Project Date

Project Number
10317

Sheet Number
 Sheet Title
 Sheet Date
 Sheet Scale
 Sheet Author
 Sheet Date



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2	TO MP PLANNING AGENCY	01	10/02/14
3	TO MP PLANNING AGENCY	01	10/20/15
4	BASED ON NEW PLANNING	01	09/02/17



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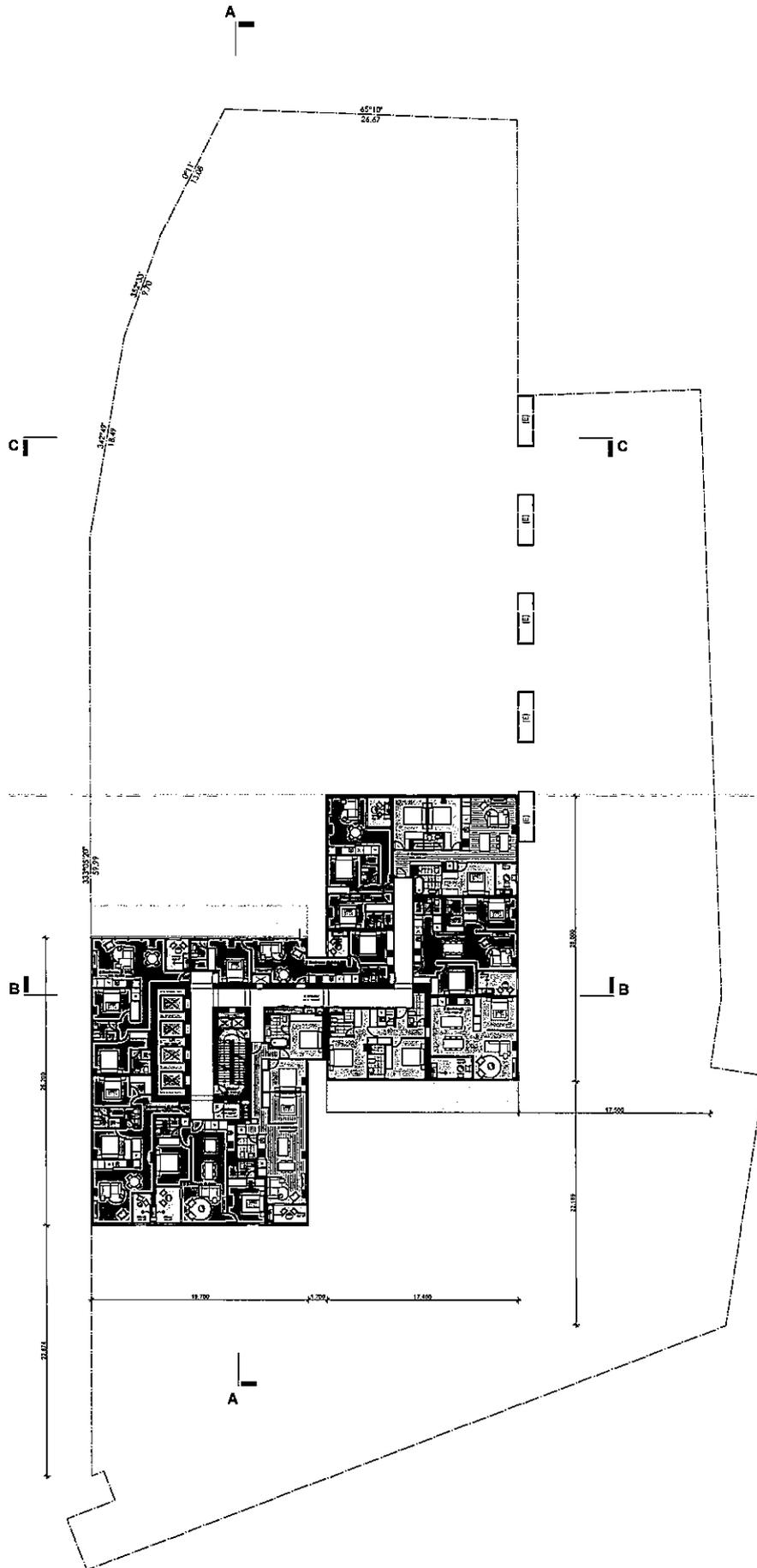
Client/Owner
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 5441 Salsbery Rd.
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Project
 Ford River Development
 Ford River
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 Chesapeake, VA, 20812,
 America

Project Number
10917

Drawn
 Key Plan
 Level 1B
 Project Name
 Preliminary
 Date: 6/20/17 A1
 Drawing Number
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Chief Clerk
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 CMAA License
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 Australia

Project
 Pearl River Development
 Project Name
 622 Pearl River Road,
 Doolittle, VIC, 3008,
 Australia

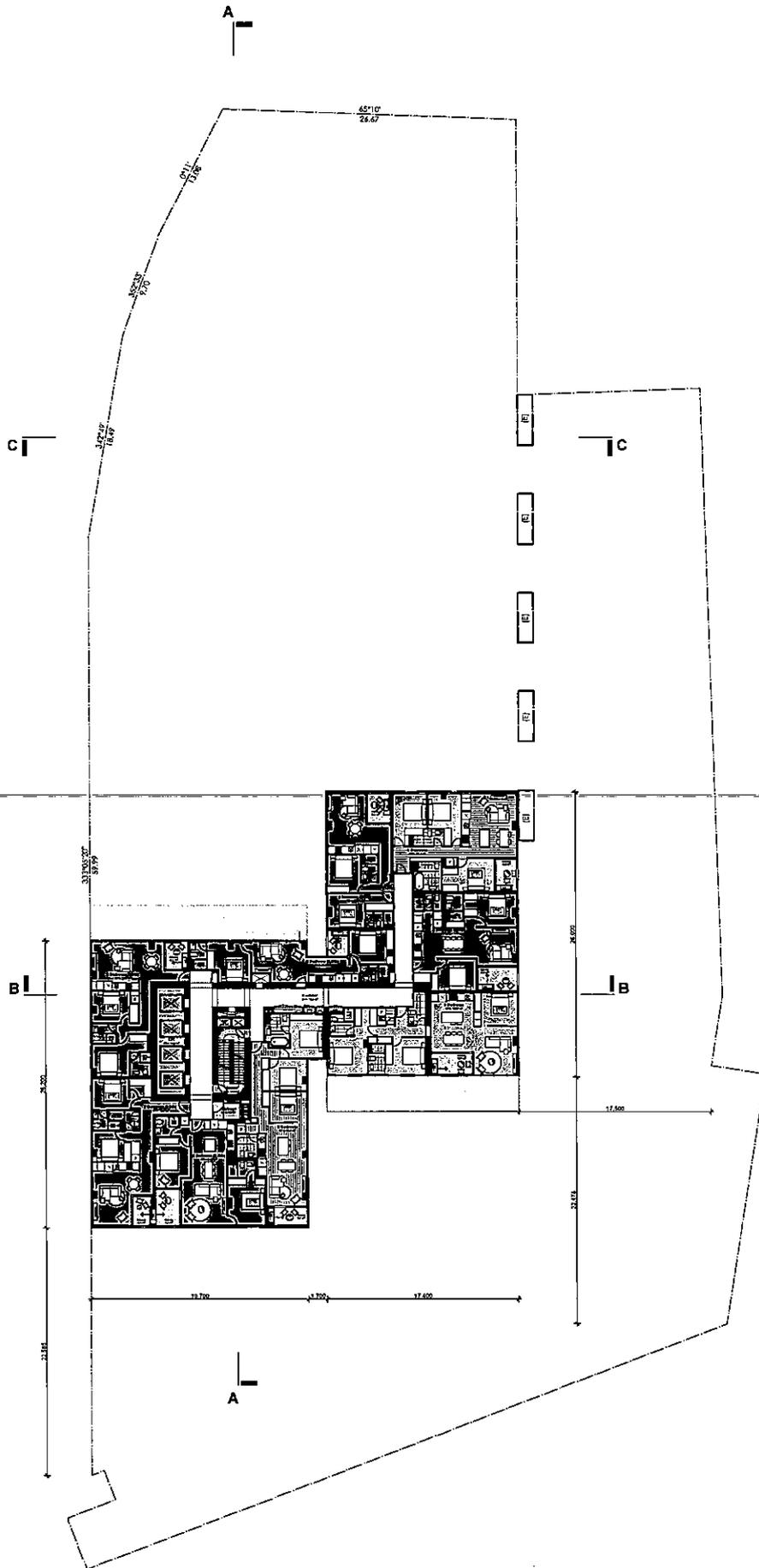
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Drawing
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Date
 06/05/2014

Page
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Drawing Number
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99	TO: Mr. Pauline A. ELMOFT	99	09/02/04
100	TO: Mr. Pauline A. ELMOFT	100	09/02/04



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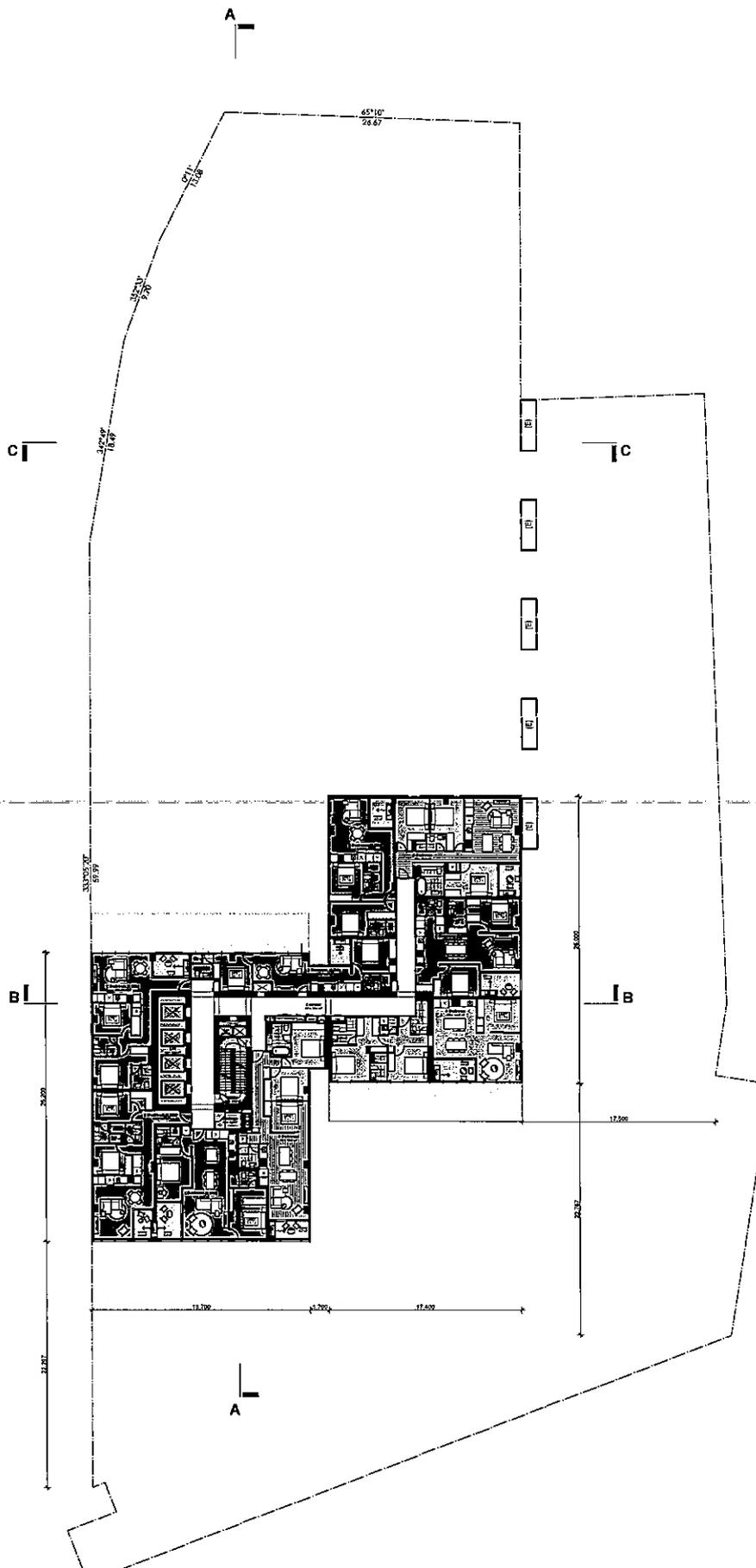


Chris Dyer
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Project
 Peard River Develop
 Project Name
 622 Peard River Road,
 Condamine, VIC, 3008,
 Australia

Project Number
10317

Client
 Hap Inc
 Level 12
 Project Area
 Preliminary
 Scale 1:250 @ A1
 Drawing Number
 TP1133
 Date 09/02/04
 Page 3



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2	TCM PLANS AS A REFERENCE	GI	10/05/14
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4	DESIGN FOR TCM PLANS	GI	10/05/14



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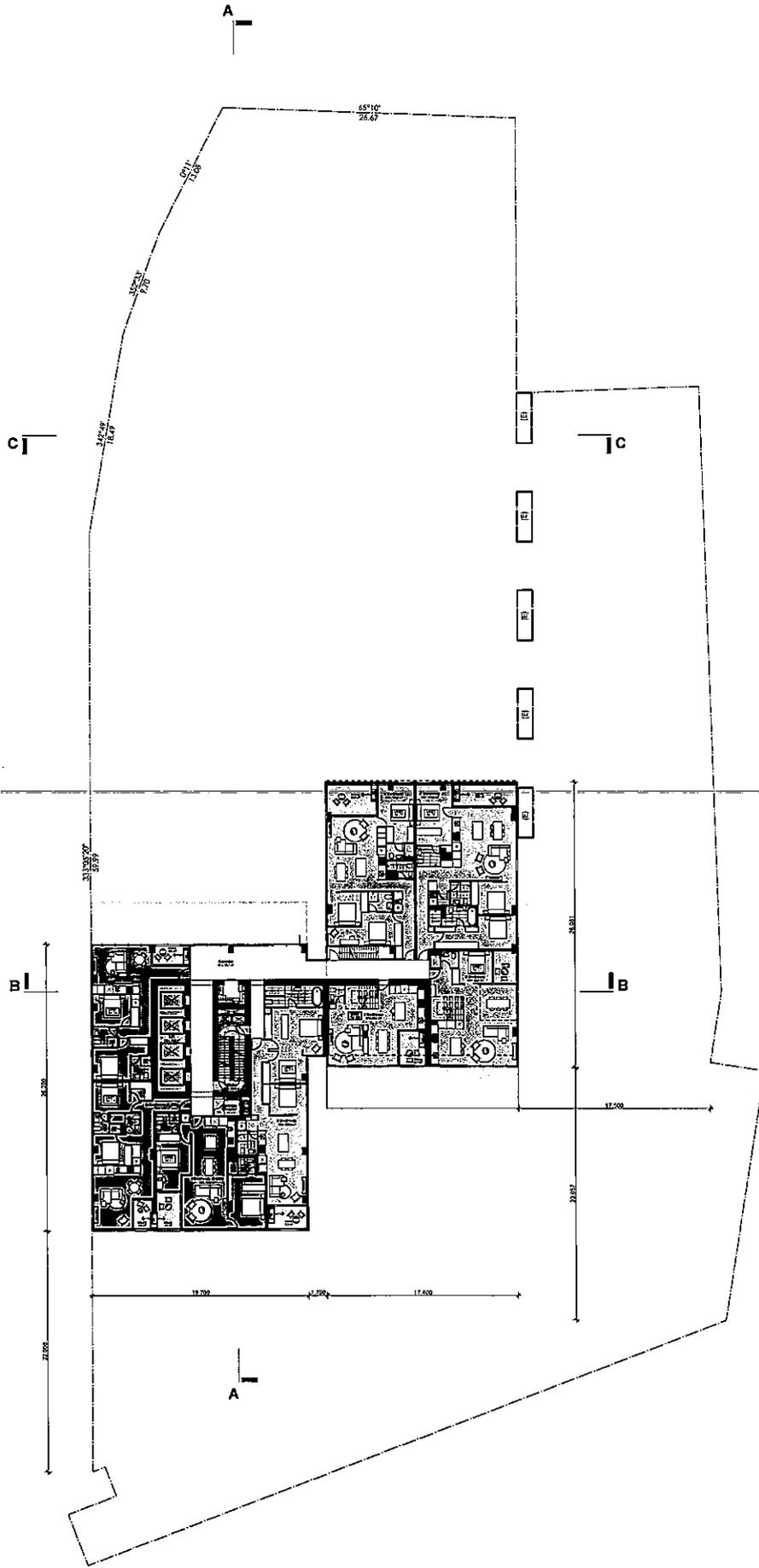
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Project
 Phair River Development
 Project Address
 5422 Phair River Road,
 Docklands, VIC 3008,
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Project Number
10517

Client
 City of Melbourne
 L410 35
 Project Name
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TP1134

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3	TO PROVIDE A REQUEST	CH	10/02/24
4	DESIGN FOR CONSTRUCTION	CH	10/02/24



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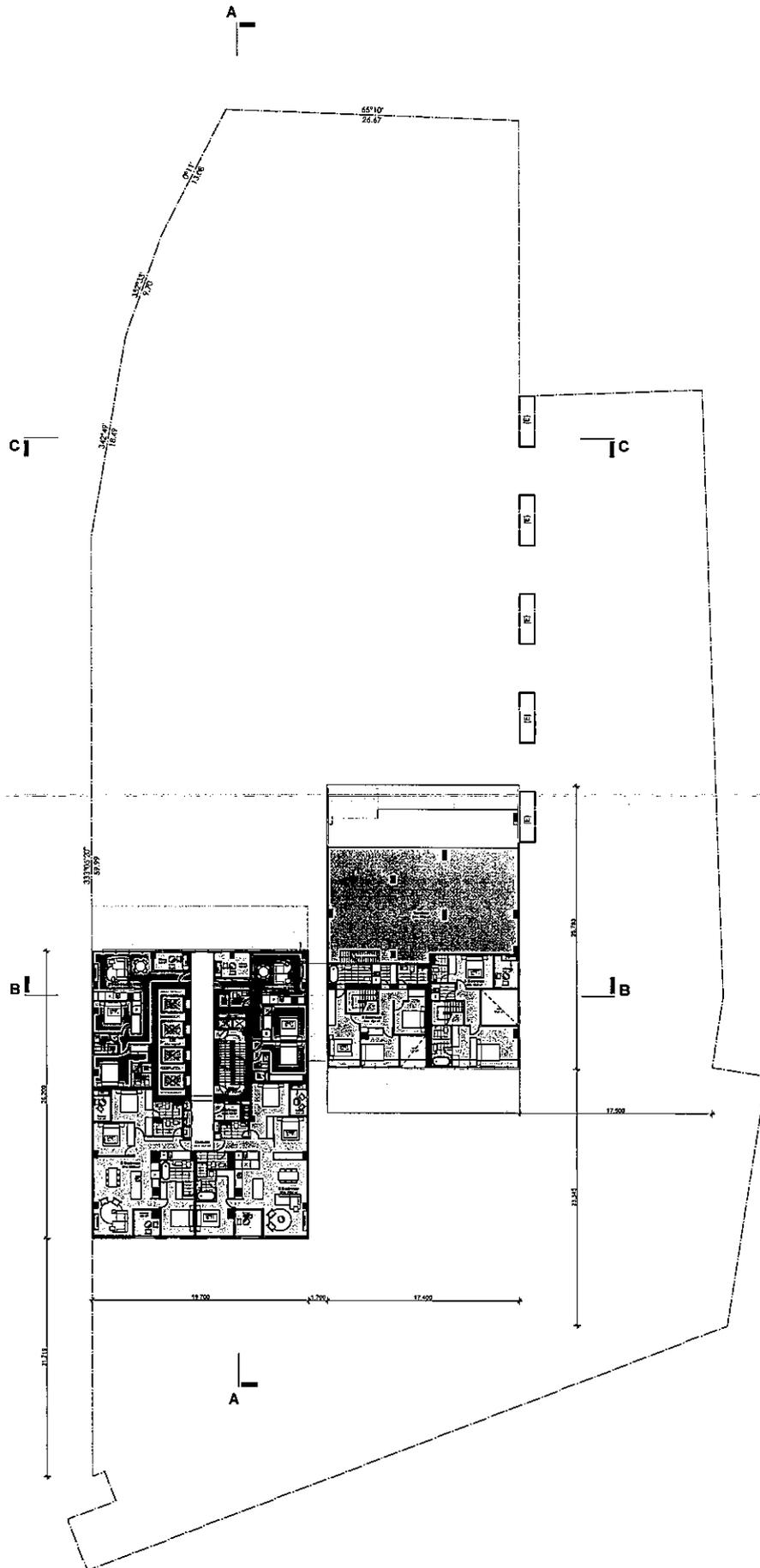
Client Name
 Shop No
 Client Address
 3422 Balaclava Rd,
 Englemore, 3193RA,
 Australia

Project Name
 Pearl River Development
 Project Address
 8422 Princes Highway Road,
 Docklands, VIC, 3008,
 Australia

Project Number
10317

Client Name
 Pearl River Development
 Project Address
 8422 Princes Highway Road,
 Docklands, VIC, 3008,
 Australia

Scale
 1:200 @ A1
 Drawing Number
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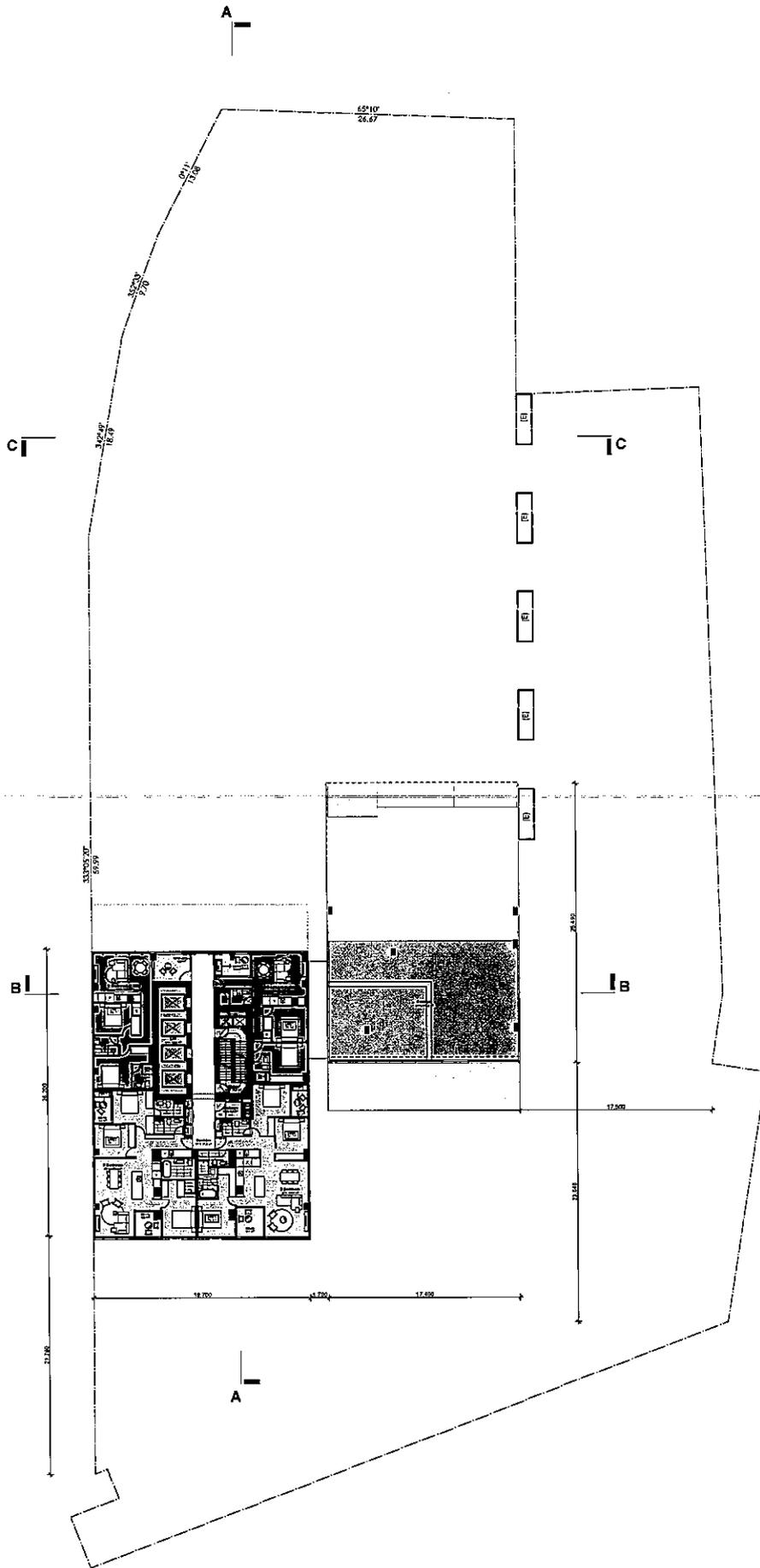
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Project
 Pearl River Development
 Project Address
 622 Frank Ryan Road,
 Doolanville, VIC 3084,
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Project Number
10317

Drawing
 Key Plan
 Level 15
 Project Name
 Preliminary
 Scale: 1:200 @ A1
 Date: 09/03/14

Revision
3
 Drawing Number
 TP-1536



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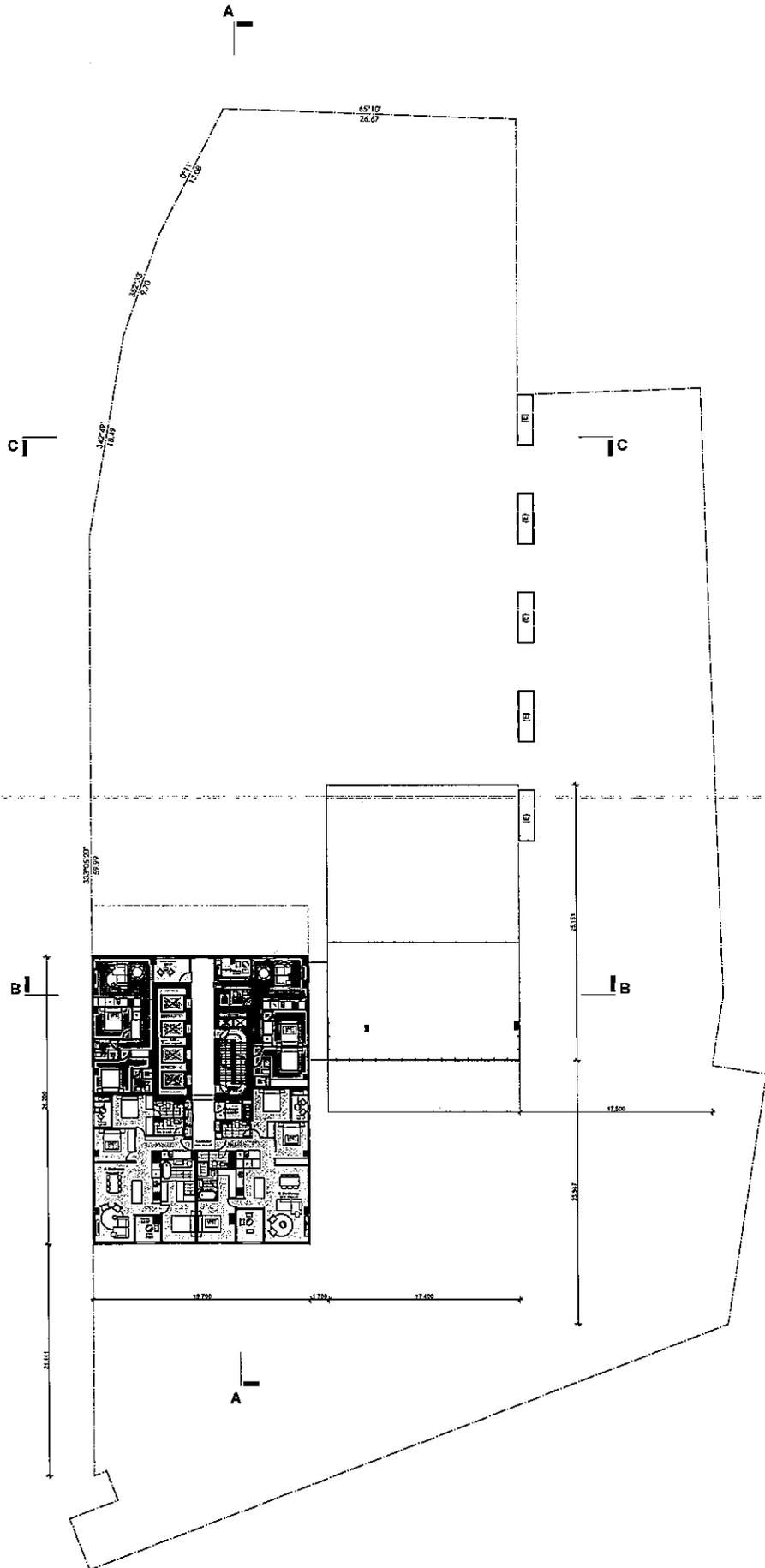
Client/Desk
 Hui Hui
 Client/Name
 6448 Salsbury Rd,
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Project
 Grand Royal Development
 Project Name
 6-22 Pines Road,
 Docklands, VIC, 3008,
 Australia

Project Number
10517

Drawn By
 Level 3A
 Final Date
 Preliminary
 Date: 1/20/14 A1
 Drawing Number
TP1157

Sheet
3



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3	10% PLAN PER A/C CHANGE	DA	06/05/24
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1	10% PLAN PER A/C CHANGE	DA	14/02/24
-	5% PLAN PER TO IN PLAN	-	06/05/23



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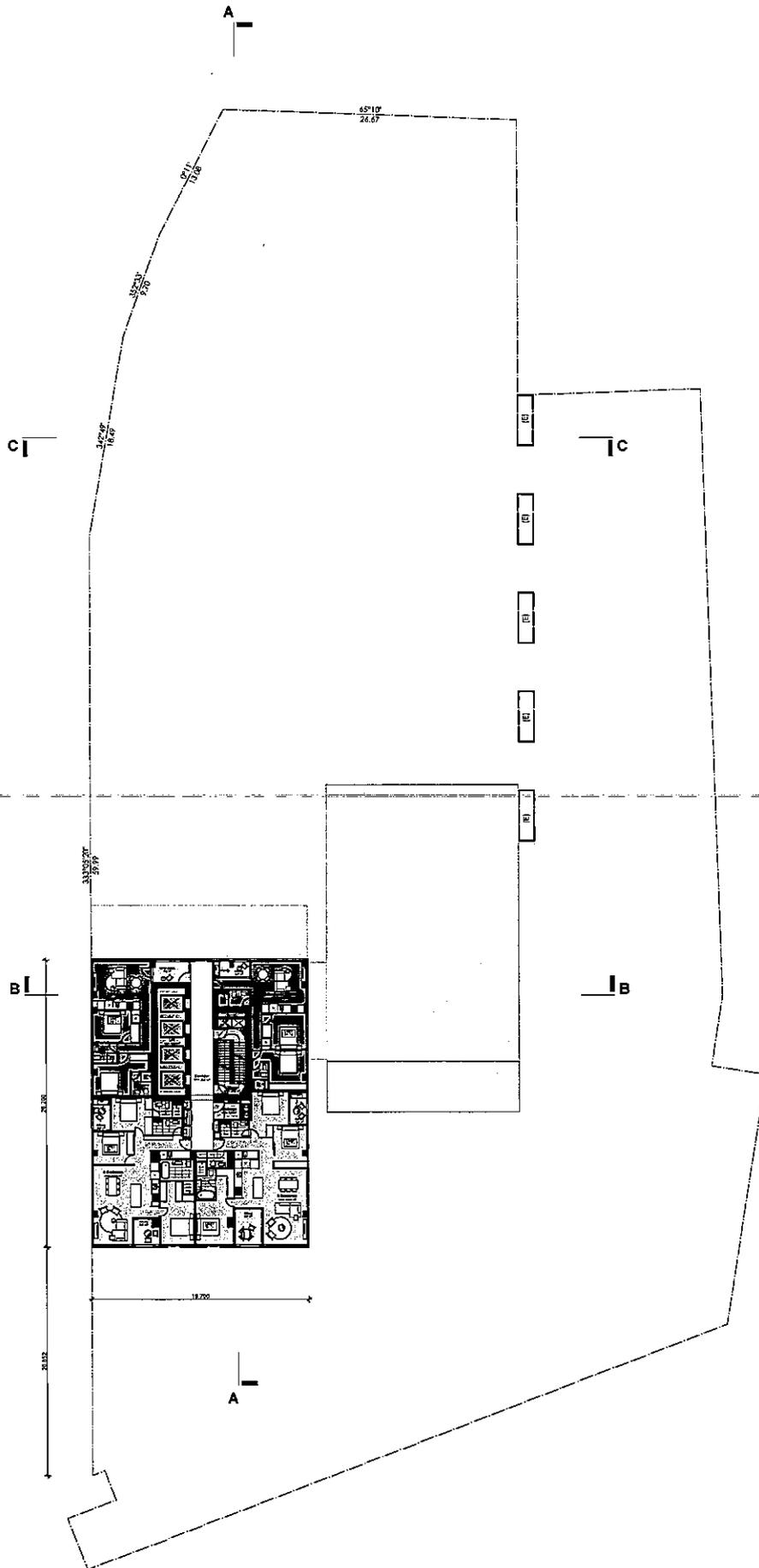
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 Project: Sella Group
 Location: Sella Group
 Designer: Sella Group

Project: Sella Group
 Location: Sella Group
 Designer: Sella Group

Project Number: 10917

Design: Sella Group
 Level: 37
 Phase: Preliminary
 Date: 12/05/24

Drawn: Sella Group
 Scale: 1:1000
 Project: TP1133

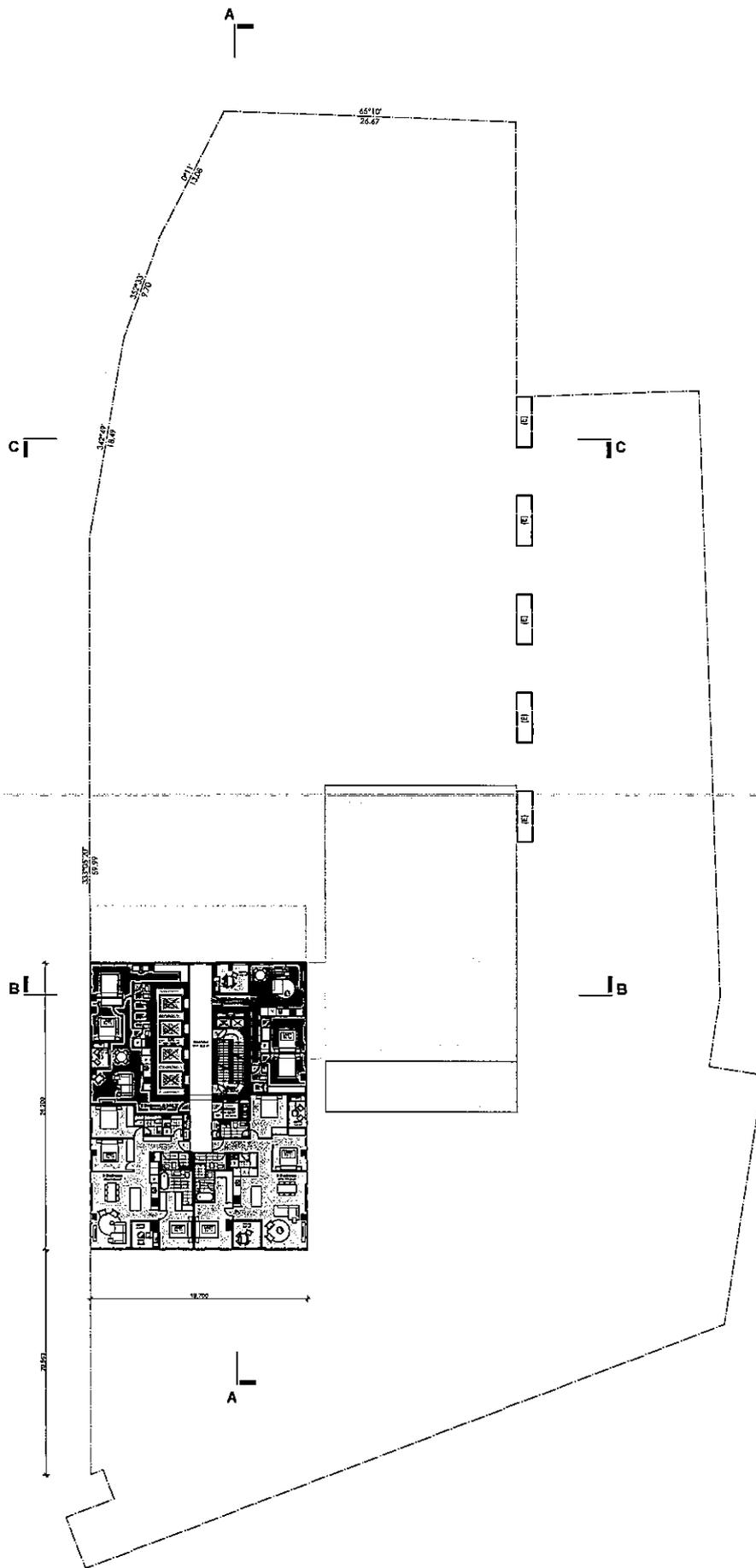


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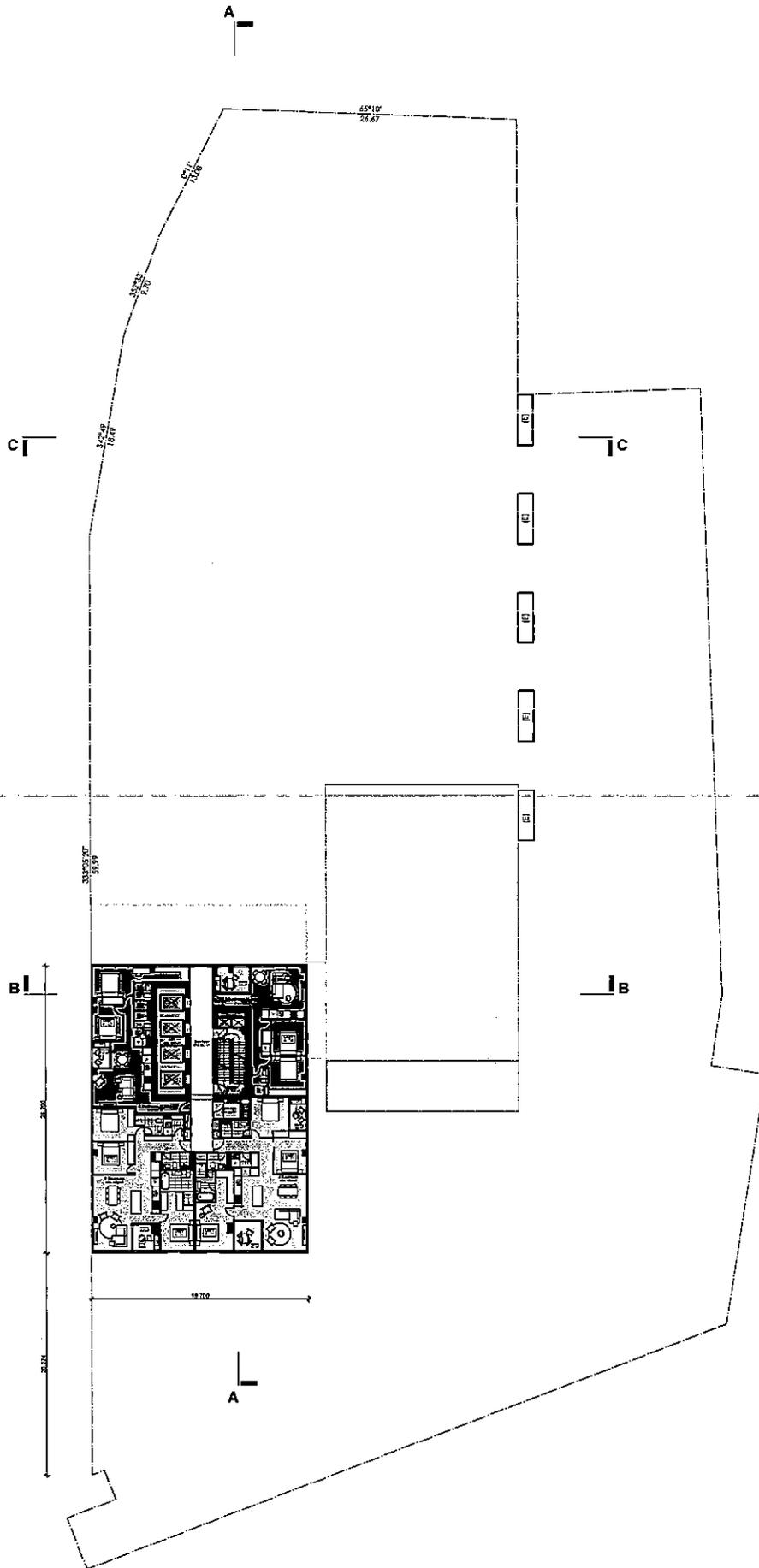
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Client: **Paul River Development**
 622 Ford River Road,
 Dulles, VA 20146

Project Name: **Paul River Development**
 Project Number: **10337**

Drawn: **Key Plan**
 Level: **10**
 Project: **Paul River Development**
 Scale: **1:2000 A1**
 Date: **05/05/2014**
 Project Number: **TP1140**

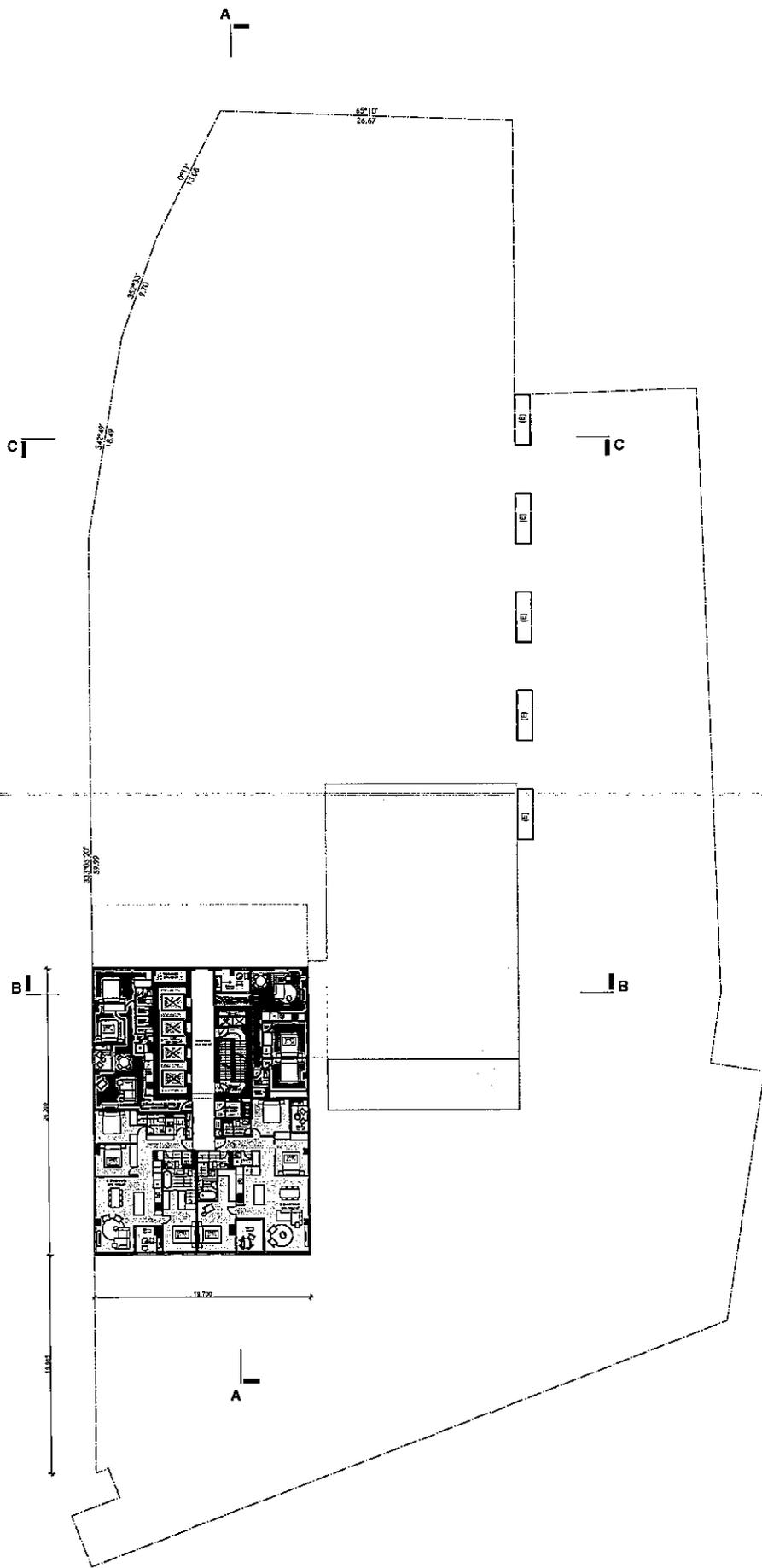


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4	REVISION TO APPROVED	DA	09/05/2014





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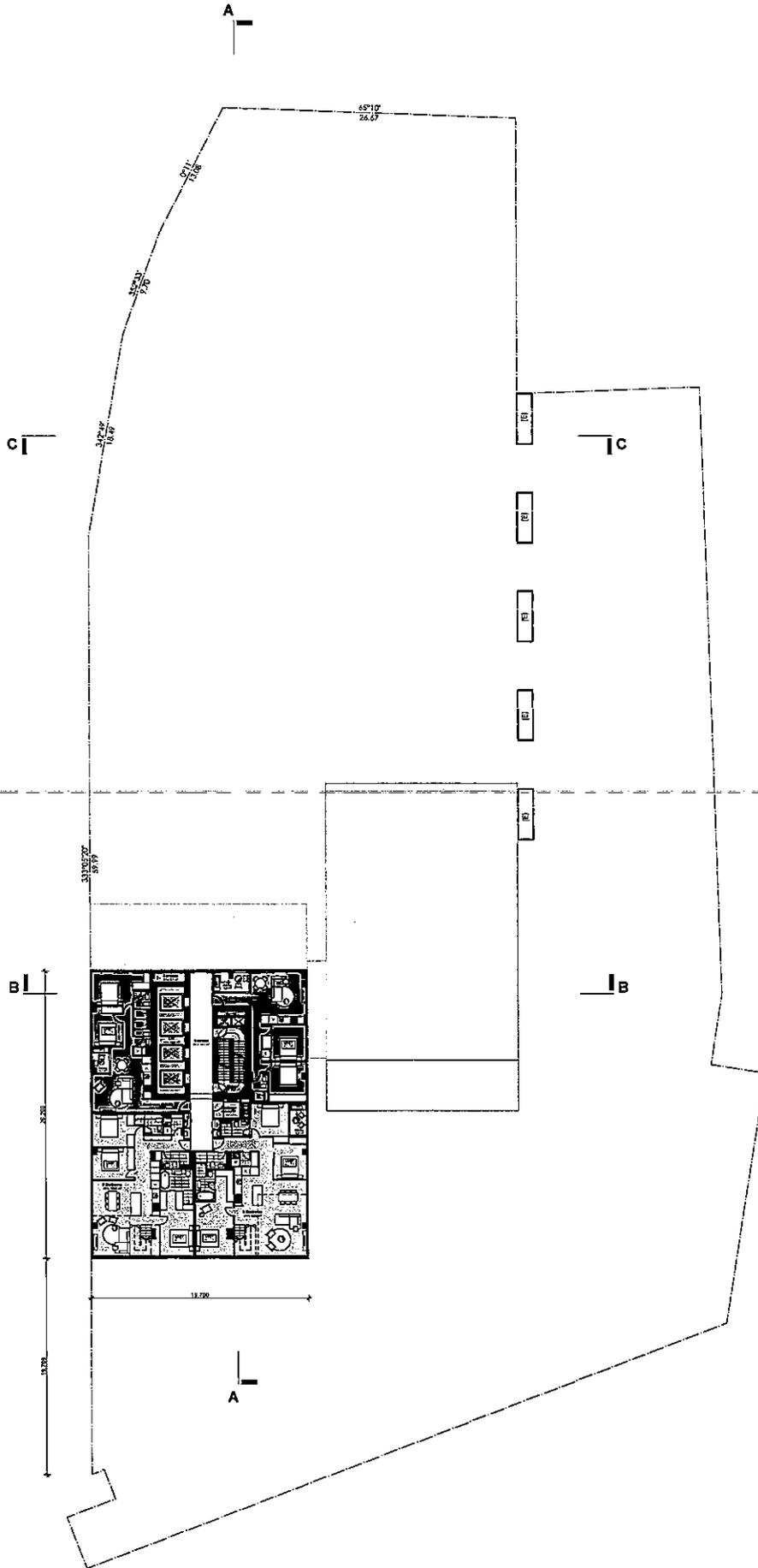
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Project
 Peat River Development
 10917

Drawn
 Neil Stone
 Level 41
 Peat River
 Preliminary
 Date: 13/05/15
 Drawn by: TP1142
 Project: 3



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Client: dco
 Map No: 10917
 Client Name: 4448 Bunker Rd, St Albans, VIC 3023, Australia

Project: Plant River Development
 Project Address: 632 Plant River Road, Dicksburg, VIC 3093, Australia

Project Number: 10917

Drawing: Key Plan
 Level: 02
 Issue Date: Preliminary
 Scale: 1:200 @ A1
 Drawing Number: TP-1143
 Date: 08/05/2014
 Page: 3

Annexure D

Fixtures and Fittings

GENERAL CONSTRUCTION SPECIFICATION
Pearl River Residential Development – 443-451 Docklands Drive,
Docklands

ITEM	DETAIL
Construction General	
Floors	Reinforced Concrete Slab
External walls	Panelised curtain wall glazing
Bounding Walls (between apartments & common areas)	Fire and acoustic rated walls (as required) paint finished plasterboard lining
Bounding Walls (Services)	Fire and acoustic rated walls (as required) paint finished plasterboard lining
Internal Walls	Paint finished plasterboard lining
Windows & Sliding Doors	Aluminium framed with glazing
Balconies	Pavers to architects detail
Carpark	Concrete Slab, mechanically ventilated
Services General	
Lighting	Down lights
Hot Water	Centralised Gas Hot Water
Lifts	4 No. servicing all residential levels in main residential 1 no. lift serving low rise park apartments
Air conditioning	Wall mounted reverse cycle air-conditioning unit
Television	Provision for free to air television
Communications	Provision for data cabling
Security	Proximity card entry to building entries, secure areas and lifts.
Intercom	Audio Intercom to lobby entry door
Ground Floor Lobby Finishes & Fittings	
Floors	Selected ceramic, vitrified or natural stone tile/paver, carpet
Walls	Selected feature ceramic, vitrified or natural stone tile and painted plasterboard
Ceiling	Painted plasterboard
Apartment Floor Lobby Finishes & Fittings	
Floors	Select Carpet on underlay.
Walls	Plasterboard, Paint finish to lift lobby area
Ceiling	Plasterboard
Skirting	Powdercoated aluminium skirting

Apartment Finishes & Fittings	
Entry	
Floors	Selected carpet on underlay
Walls	Paint finished plasterboard
Ceiling	Paint finished plasterboard
Skirting	Powdercoated aluminium skirting
Living/Dining Room	
Floors	Selected carpet on underlay
Walls	Paint finished plasterboard
Ceiling	Paint finished plasterboard
Exposed Columns	Textured velvet plaster finish
Kitchen	
Floors	Selected porcelain tile or similar
Walls	Paint finished plasterboard
Ceiling	Paint finished plasterboard
Skirting	Powdercoated aluminium skirting
Bench top	Selected Porcelain Stone Benchtop
Splashback	Selected Porcelain Stone Splashback
Kickboard	Selected Porcelain Stone Kickboard
Joinery	2 pack polyurethane panels with timber veneer feature panels and selected melamine internal carcass
Bathroom/Ensuite	
Floors General	Selected porcelain tile or similar
Shower recess	Selected porcelain tile or similar
Walls	Selected porcelain tile or similar to shower surround and vanity wall; painted plasterboard finish elsewhere
Ceiling	Paint finished plasterboard
Skirting	Selected porcelain tile or similar
Joinery	Mirrored Storage Cabinet
Laundry	
Floors	Selected porcelain tile or similar
Walls	Selected porcelain tile or similar
Ceiling	Paint finished plasterboard
Skirting	Selected porcelain tile or similar
Bedrooms	
Floors	Selected carpet on underlay
Walls	Paint finished plasterboard
Ceiling	Paint finished plasterboard

Skirting	Powdercoated aluminium skirting
Robe	Sliding doors in selected painted finish
Exposed Columns	Textured rendered plaster finish
Kitchen Fittings	
Sink	Selected stainless steel finish, undermounted
Gas Cook top	Selected Miele stainless steel finish
Rangehood	Selected Miele stainless steel finish
Oven	Selected Miele stainless steel finish
Dishdrawer	Selected fully integrated dishdrawer
Tapware	Selected stainless steel finish
Bathroom, Ensuite & Laundry Fittings	
Shower tapware	Selected chrome finish
Shower Outlet	Selected chrome finish
Vanity basin	Custom design in solid surface finish
Vanity tapware	Selected chrome finish
Toilet	Vitreous china, white finish
Shower screen	Selected frameless, clear toughened glazing
Mirror	Polished edge
Accessories	Selected chrome finish
Laundry tapware	Selected chrome finish

Owners Corporation Rules

for: MARINA TOWER, MELBOURNE

Unlimited Owners Corporation 1 on PS728852M
and
Limited Owners Corporation 2 on PS728852M

Essential Community Management Pty Ltd
Level 2, 58 Lorimer Street,
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DRAFT

Rules

1 Definitions

Additional rules

In these Rules unless the context requires otherwise:

- (1) **Act** means the *Owners Corporations Act 2006*;
- (2) **Authority** includes any:
 - (a) government or semi-government authority in any jurisdiction, whether federal, state, territorial or local;
 - (b) provider of public utility services, whether statutory or not; and
 - (c) other person, authority, instrumentality or body having jurisdiction, rights, powers, duties or responsibilities over the Development or any part of it or anything in relation to it;
- (3) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- (4) **Brand** means the brand used by the Hotel operator in respect of the Hotel;
- (5) **Commercial Lot** means a Lot on the ground level of the Development (as set out in the Plan of Subdivision) that is not used for residential purposes (but excluding the Hotel Lot)
- (6) **Common Property** means all of the land shown as common property on the Plan of Subdivision and includes all facilities, structures, plant, equipment, fittings, fixtures, improvements and other items on or forming part of that common property;
- (7) **Contaminant** means anything:
 - (a) which presents or may present a direct or indirect risk or harm to human health or the Environment; or
 - (b) which makes or may make the condition of a Lot or Common Property or any nearby land or property:
 - (i) unsafe, unfit or harmful for habitation or occupation by persons or animals;
 - (ii) degraded in their capacity to support plant life;
 - (iii) otherwise environmentally degraded; or
 - (iv) such that it does not satisfy either the contamination criteria or standards published or adopted by any Authority from time to time or any Environmental Law;
- (8) **Development** means all of the land and improvements comprised in the Plan of Subdivision;

- (9) **Environment** means the physical factors of the surroundings of human beings including the land, waters, atmosphere, climate, sound, odours, tastes, the biological factors of animals and plants and the social factors of aesthetics;
- (10) **Environmental Laws** means all Laws and regulations, environmental protection policies, directions, standards and guidelines of any Authority or other body regulating or otherwise relating to the Environment, including without limitation any Law relating to land use, planning, heritage, coastal protection, water catchments, pollution of air or waters, noise, soil or ground water contamination, chemicals, waste, use of hazardous or dangerous goods or substances, underground petroleum storage systems, building regulations, public and occupational health and safety or noxious trades and all licences, approvals, consents, permissions or permits issued by any Authority of an environmental nature and includes the *Environment Protection Act 1970*, *State Environmental Protection Policy (Groundwaters of Victoria)*, *Dangerous Goods Act 1985*, *Dangerous Goods (Storage and Handling) Regulations 2000* and the *Dangerous Goods (Storage and Handling) Code of Practice*;
- (11) **GST** means GST as defined in the GST Act;
- (12) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999*;
- (13) **Hotel** means the hotel to be constructed on lot S2 on the Plan of Subdivision;
- (14) **IP Rights** means any rights of Hotel operator or any related corporation or associate of Hotel operator available under patent, copyright, trademark, service mark, trade name, product configuration, industrial design, or trade secret law or any other statutory provision or common law doctrine with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials, and all recordings, graphs, drawings, reports, analyses, other writings, and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such rights;
- (15) **Keys** includes a key, magnetic card, swipe card or any other device that is used to open and close any door, lock, gate or mechanism in relation to any Common Property;
- (16) **Law** means all laws including common law, Acts of Parliament, Environmental Laws, regulations, codes, policies, by-laws, licences, consents, permits, approvals and anything analogous to them;
- (17) **Loss** includes any cost (including legal fees and disbursements on a full indemnity basis), liability, loss, fine, penalty, suit, claim, expense, injury, death or damage;
- (18) **Lot** means a lot on the Plan of Subdivision;
- (19) **Marina Club** means those parts of the Common Property that are described as the 'Marina Club' by the Owners Corporation from time to time, including without limitation any business center, library/lounge, cinema and kitchen dining area).
- (20) **Meteorite** means Meteorite Land (Pearl River) Pty Ltd ACN 165 201 169;
- (21) **Meteorite Licence** means any usage license granted by either Owners Corporation for the purpose of permitting an operator to access and use some

or all of the Common Property for the operation of a Serviced Apartment business;

- (22) **Meteorite Occupier** means as occupiers of any Lot owned by Meteorite in the Development;
- (23) **Notice** means a notice or other communication connected with these Rules and given in accordance with Rule 19;
- (24) **Occupier** includes a Lot owner, an occupier of a Lot, a tenant under a lease or sub-lease of a Lot, a licensee of a Lot and any other person who is in possession of a Lot, occupation of a Lot or is more than what would reasonably be considered a temporary guest in a Lot;
- (25) **Owners Corporation** means the owners corporations incorporated on registration of the Plan of Subdivision (including without limitation Owners Corporation 1 and Owners Corporation 2);
- (26) **Owners Corporation 1** means owners corporation 1 on PS728852M.
- (27) **Owners Corporation 2** means owners corporation 2 on PS728852M.
- (28) **Plan of Subdivision** means plan of subdivision number PS728852M;
- (29) **Regulations** means the Owners Corporations Regulations 2007;
-
- (30) **Residential Apartments** means those Lots that are members of Owners Corporation 2.
- (31) **Rules** means these rules as amended from time to time;
- (32) **Service** includes all services of any nature from time to time provided to a Lot or to the Common Property or available for use by an Occupier, including any:
- (a) energy source, lighting, gas, fuel, electricity, power, telephone, water, sewerage, ventilation, drainage, air conditioning, hydraulic, elevator and security services;
 - (b) all plant rooms, thermostats, water controls, electricity controls, light controls, heating and cooling controls, ventilation systems, air conditioning systems and ducting;
 - (c) all fixtures, fittings, appliances, plant and equipment, fire services, sprinkler systems or devices and all other services or systems; and
 - (d) any services or systems from time to time utilised for access to the Development,
- whether or not they are owned by the Owners Corporation; and
- (33) **Serviced Apartment** means serviced apartment, residential hotel room, transient rental program or similar form of accommodation.
- (34) **Swimming Pool Access and Maintenance Agreement** means the agreement with that title between Meteorite and Owners Corporation 2, as may be amended and varied from time to time, a copy of which can be obtained from the Owners Corporation Manager.
- (35) **Trademarks** means all current and future trademarks, service marks (including designs, logos, slogans and symbols), trade names, product configuration,

industrial design, trade dress and other indicia of origin for the Brand that are owned by Hotel operator or any related corporation or associate of Hotel operator, including all derivations of any of the foregoing.

2 Interpretation

Additional rules

2.1 Rules are in addition to Regulations

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

- (1) are not inconsistent with;
- (2) do not limit a right or avoid an obligation under; and
- (3) add to,

the model rules set out in the Regulations.

2.2 References

In these Rules:

- (1) reference to:
 - (a) one gender includes the others;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a body corporate;
 - (d) a party includes the party's executors, administrators, successors and permitted assigns;
 - (e) a thing includes the whole and each part of it separately;
 - (f) a statute, regulation, code or other law or a provision of any of them includes:
 - (g) any amendment or replacement of it;
 - (h) another regulation or other statutory instrument made under it, or made under it as amended or replaced; and
 - (i) dollars means Australian dollars unless otherwise stated;
- (2) "including" and similar expressions are not words of limitation;
- (3) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (4) headings and any table of contents or index are for convenience only and do not form part of these Rules or affect their interpretation;
- (5) a provision of these Rules must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Rules; and

- (6) if an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

2.3 Authorisations extend to agents

Each Occupier acknowledges that any right or authority of the Owners Corporation extends to any third party that the Owners Corporation authorises to exercise that right or authority on its behalf.

2.4 Consents

- (1) Any consent or approval given by the Owners Corporation is not effective unless it is given in writing.
- (2) Each Occupier acknowledges that it must not act on any verbal consent or approval received by the Owners Corporation unless and until it has been confirmed in writing.
- (3) Wherever the consent or approval of the Owners Corporation is required, then unless expressly specified elsewhere in these Rules, the Owners Corporation:
 - (a) must be given reasonable Notice of the request; and
 - (b) can delay, refuse or grant the consent or approval subject to any conditions which it deems fit in its absolute discretion.
- (4) If the consent or approval of the Owners Corporation is given to an act, matter or thing, then the Owners Corporation:
 - (a) may revoke that consent at any time, even if it was not expressed to be limited in time; and
 - (b) did not consent to the act, matter or thing in an ongoing manner or in any way give its consent to any repeat of the act, matter or thing.

3 Compliance extends to invitees

Additional rules

3.1 Tenants

An Occupier must not let any person use its Lot or enter into occupation (whether by means of lease, licence or otherwise) or transfer ownership of its Lot unless that person first covenants with the Occupier to comply strictly with these Rules and any other rules which may be in force at any time from time to time with respect to that Lot and to the Development.

3.2 Guests

- (1) An Occupier must ensure that any person who is:
 - (a) invited on the Common Property;
 - (b) under the Occupier's care or control;
 - (c) a guest of the Occupier;
 - (d) given access to the Development; or

- (e) otherwise on or in the Development as a result of the Occupier's occupation,

complies with these Rules.

- (2) Breach by any person referred to in Rule 3.2(1) of these Rules is deemed to be a breach by the Occupier of the relevant Rule, irrespective of whether the Occupier was physically with the person at the time that the breach occurred.

4 Health, safety and security

4.1 Health, safety and security of Lot owners, occupiers of Lots and others

Model rule

- (3) A Lot owner or occupier must not use a Lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an Occupier, or user of another Lot.

Additional rule

- (4) An Occupier must not use a Lot or the Common Property for any purpose which may:
 - (a) be contrary to any Law;
 - (b) adversely affect the reputation of the Development;
 - (c) be reasonably likely to cause or contribute to any nuisance or hazard; or
 - (d) constitute a Serviced Apartment or to lease a Lot for any periods less than 180 consecutive days.
- (5) This additional rule will not apply to any Lot owned or Occupied by Meteorite, or any Meteorite Occupier (including without limitation any Hotel operator)

Additional rule

4.2 Security

- (6) The Owners Corporation may take measures to ensure the security of the Common Property and any Lots from fire, flood or other hazards and may (without limitation):
 - (a) close off any part of the Common Property not required as the only access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Occupiers of any part of the Common Property;
 - (b) permit any designated part of the Common Property to be used by any security person or representative of the Owners Corporation to the exclusion of Occupiers as a means of monitoring security and general safety of any Lot or Common Property, either solely or in conjunction with other Lots;
 - (c) install and operate on the Common Property closed circuit television monitoring devices, audio-visual cameras and other audio-visual surveillance devices to monitor the security, safety and use of Common Property and Lots;
 - (d) restrict by means of a Key the access of Occupiers to any Common Property;

- (e) restrict by means of a Key the access of Occupiers of one level of the Development to any other level of the Development; and
 - (f) cancel any Key where (without limiting the circumstances in which the Owners Corporation may cancel a Key) an Occupier is in arrears in payment of Owners Corporation levies in excess of 2 payments.
- (2) An Occupier must:
- (a) comply with any action or direction taken by the Owners Corporation in relation to the security or safety of the Common Property and Lots;
 - (b) make sure that all fire and security doors, gates and other doors are properly closed after use;
 - (c) not do anything that may interfere with the security or safety of the Common Property or a Lot; and
 - (d) not interfere with any closed circuit television monitoring devices, audio-visual cameras and other audio-visual surveillance devices.
- (3) All Keys remain the property of the Owners Corporation and an Occupier must:
- (a) keep Keys which has been allocated to it safe;
 - (b) immediately report the loss of any Key to the Owners Corporation;
 - (c) immediately notify the Owners Corporation of any person who is not an owner of a Lot to whom a Key has been made available;
 - (d) not copy any Key;
 - (e) ensure that only the Owners Corporation replace any Key;
 - (f) pay the Owners Corporation a reasonable fee (determined by the Owners Corporation) for any replacement or additional Key;
 - (g) comply with the reasonable requirements of the Owners Corporation in relation to Keys, including any requirement to limit the number of Keys issued in relation to any Lot; and
 - (h) not give or lend any Key to someone who is not an Occupier.

4.3 Storage of flammable liquids and other dangerous substances and materials

Model rules

- (1) Except with the approval in writing of the Owners Corporation, an owner or occupier of a Lot must not use or store on the Lot or on the Common Property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to:
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Additional rules

- (3) An Occupier must only keep any substance permitted under Rule 4.3(2):
 - (a) at its own risk in all things; and
 - (b) provided that doing so does not breach any other Rule.
- (4) An Occupier must:
 - (a) not in any way interfere with fire safety equipment;
 - (b) comply with all Laws about fire safety and control;
 - (c) ensure that all fire safety equipment in its Lot is at all times operational;
 - (d) install as required by Law, properly maintain and at least once each month test smoke detectors in its Lot;
 - (e) participate in any fire drills or evacuation procedures;
 - (f) immediately notify the Owners Corporation if any fire monitoring or safety equipment appears damaged, tampered with or not functioning;
 - (g) take all reasonable precautions to prevent false alarm call outs to any fire brigade; and
 - (h) pay on demand all costs incurred as a result of a false alarm call out to any fire brigade that it causes or contributes to.

4.4 Waste disposal

Model rule

- (1) An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other Lots.

Additional rules

- (2) An Occupier must:
 - (a) not deposit, throw, leave or store any rubbish, dirt, dust, sweepings, waste or any other material that is reasonably likely to interfere with the peaceful enjoyment by any person of any Lot or Common Property other than in:
 - (i) proper, securely wrapped parcels that will retain all odours, liquids and emissions; and
 - (ii) the areas specified for such purpose by the Owners Corporation;
 - (b) not allow or arrange for delivery or collection of goods or rubbish other than at times approved of by the Owners Corporation in writing;
 - (c) take all reasonable precautions to keep its Lot and the Common Property free from rodents, vermin, insects and other pests;
 - (d) completely drain all glass items and deposit them unbroken in the area designated for glass by the Owners Corporation;
 - (e) deposit all recyclable items in the area designated for recyclable items by the Owners Corporation; and

- (f) neatly break down and collapse all cardboard boxes and other packaging before depositing them in the areas designated by the Owners Corporation so that they take up as little space as reasonably possible.

5 Management and administration

5.1 Metering of services and apportionment of costs of services

Model rules

- (1) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a Lot owner or occupier that is more than the amount that the supplier would have charged the Lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the Occupier from the relevant supplier.
- (3) Rule 5.1(2) does not apply if the concession or rebate:
 - (a) must be claimed by the Occupier and the Owners Corporation has given the Occupier an opportunity to claim it and the Occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the Occupier as a refund.

Additional rules

5.2 Services generally

- (1) An Occupier must:
 - (a) only use a Service supplied through meters in the Development, except in the case of emergency or failure of supply, where safe alternative sources of energy may be used (and without limitation, a naked flame is not a safe alternative);
 - (b) give immediate Notice to the Owners Corporation of any accident to or fault in a Service of which it becomes aware;
 - (c) pay on demand for Services for Common Property;
 - (d) where its Lot is not separately metered for any Service, pay on demand the portion of the relevant Service and any supply charges equal to the proportion that the unit liability of its Lot has to the total unit liability of all Lots that benefit from the Service;
 - (e) not enter into any plant room, machine housing, water disposal room, electricity switch room, machinery room in or on the Common Property servicing a Lot or Common Property;
 - (f) not adjust, interfere with or modify any Service in or on the Common Property;
 - (g) not use any water closets, conveniences and other water apparatus including waste pipes and drains for any purpose other than those for which they were constructed; and

- (h) not do anything whether within or outside its Lot that may interfere with, impair, reduce or diminish:
 - (i) any support or shelter provided by its Lot or any Common Property;
 - (ii) the structural integrity of its Lot or any Common Property; or
 - (iii) the location, protection or passage of any Service through its Lot or any Common Property.
- (2) An Occupier must not interfere with or inhibit from operating any channel, ventilation vent, duct or closure within a Lot.

Additional rules

6.2 Air conditioning

- (1) Without limiting Rule 5.2, an Occupier is responsible for repairing, maintaining and if necessary replacing any air conditioning equipment (including the unit, condenser and any items necessary to power and run the unit and condenser):
 - (a) that exclusively services its Lot;
 - (b) strictly in accordance with all manufacturer's directions and requirements; and
 - (c) by engaging suitably qualified, insured and experienced tradespeople to do so.
- (2) Where any air conditioning equipment is located on or passes over Common Property, an Occupier must obtain the consent of the Owners Corporation before accessing that equipment.

6 Use of Common Property

Model rules

6.1 Use of Common Property

- (1) An owner or occupier of a Lot must not obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property.
- (2) An owner or occupier of a Lot must not, without the written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the Common Property.
- (3) An approval under Rule 6.1(2) may state a period for which the approval is granted.
- (4) If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the Common Property, it must give reasonable Notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a Lot who is keeping an animal that is the subject of a notice under Rule 6.1(4) must remove that animal.
- (6) Rules 6.1(4) and 6.1(5) do not apply to an animal that assists a person with an impairment or disability.

Additional rules

6.2 Special or exclusive use rights

- (1) Subject to the Act:
 - (a) the Owners Corporation may grant any person special or exclusive use rights in relation to parts of the Common Property (including without limitation Meteorite, any Meteorite Occupier and the Occupier of the Hotel operator);
 - (b) the obligations and restrictions set out in these Rules are subject to any special or exclusive use rights granted by the Owners Corporation; and
 - (c) if there is any conflict between these Rules and any special or exclusive use rights granted by the Owners Corporation, then the special or exclusive use rights prevail in respect of the person to whom those rights were granted.
- (2) An Occupier must not:
 - (a) use any part of the Common Property over which the Owners Corporation has granted an exclusive use right to another person;
 - (b) use any part of the Common Property over which the Owners Corporation has granted a special use right to another person in any way which is inconsistent with the use of that part of the Common Property by that other person; or
 - (c) interfere with a manager or operator performing their duties under any management agreement entered into with the Owners Corporation.

6.3 Pets and animals

- (1) Notwithstanding Rule 6.1(4) but subject to Rule 6.1(6), an Occupier must not, without the written approval of the Owners Corporation, keep any pet or animal on its Lot or on Common Property without first obtaining the approval of the Owners Corporation.
- (2) An Occupier must ensure that any pet or animal that is in its Lot or under its effective control:
 - (a) does not urinate or defecate on Common Property or create any other mess or damage whether by digging, scratching or otherwise;
 - (b) does not in any way interfere with a person's lawful use any enjoyment of any Lot or Common Property;
 - (c) is registered and vaccinated as required by any Law;
 - (d) is at all times restrained by a leash and kept under control; and
 - (e) is at all times kept within its Lot, other than for the sole purpose of entering or exiting the Development.
- (3) An Occupier:
 - (a) must at all times be present with its pet or animal or any pet or animal under its effective control when on Common Property;
 - (b) must not take any pet or animal through the main entrance to the

Development; and

- (c) is responsible for all mess or damage that its pet or animal or any pet or animal under its effective control causes or contributes to.
- (4) The Owners Corporation may resolve to have a pet or animal removed from the Development if in the reasonable opinion of the Owners Corporation, the pet or animal:
 - (a) poses a danger or risk to any person or property; or
 - (b) has caused or is reasonably likely to cause a disturbance, noise or nuisance.
- (5) On receipt of a copy of a resolution made under Rule 6.3(4), an Occupier must immediately remove the pet or animal from its Lot and the Development.

Additional rule

6.4 Smoking

- (1) An Occupier must not smoke on any Common Property or otherwise in contravention of any Law.
- (2) An Occupier must ensure they and any of their guests do not drop cigarette butts onto any apartments balconies below them.

Additional rule

6.5 Alcohol and glass

- 6.5.1 An Occupier must not, without first obtaining the Owners Corporation's consent to do so:
 - (1) consume alcohol on the Common Property; or
 - (2) take or permit to be taken glassware or other breakable items onto the Common Property (safe transit of those items to a Lot excepted).
- 6.5.2 despite Additional Rule 6.5.1, Meteorite and any Meteorite Occupier (including the Hotel operator), have permission to serve alcohol and food to its guests and residents in the Residential Apartments.

Additional rule

6.6 Moving goods

- (1) An Occupier must not move any bulky or heavy goods, or other goods that may damage or obstruct any part of the Common Property, into or out of the Development:
 - (a) without first obtaining the Owners Corporation's consent to do so;
 - (b) if using any of the lifts, unless protective covers have been installed by the Owners Corporation in the lift;
 - (c) without first making an appointment with the Owners Corporation to be present at the move at least 3 Business Days before the intended move;
 - (d) other than strictly in accordance with the directions of the Owners Corporation, which may include a direction to only load and deliver any goods from a rear entrance; and

- (e) if moving any goods into the Residential Apartments, by only using the goods lift for the Residential Apartments.
- (2) An Occupier must take all reasonable steps to prevent any damage to any Common Property when moving anything over Common Property or through the Development.
- (3) If damage is caused to any Common Property when moving anything over Common Property or through the Development, the Occupier who is responsible for the move must pay on demand the costs of the Owners Corporation to repair the damage.
- (4) If an Occupier wishes to move into the Development on a weekend or after hours, that Occupier must pay the costs, expenses and charges that the Owners Corporation's manager has determined to employ or contract staff to oversee this task, to ensure the Common Property is protected.
- (5) Weekend and afterhours moves can only be done after payment of the fee approved by the Owners Corporation.

Additional rule

6.7 Signs

- (1) An Occupier must not:
 - (a) erect any sign, notice or advertising (including in relation to the sale or lease of a Lot) anywhere that it could be visible outside its Lot; or
 - (b) use its Lot or any part of it or any part of the Common Property for any public announcement.
- (2) This rule does not relate to any Lot owned or occupied by Meteorite, or a Meteorite Occupier (including without limitation the Owner or operator of the Hotel Lot).

Additional rule

6.8 Intended use

An Occupier must not use any entrance, passage, stairway, landing, pathway or any part of the Common Property for any purpose other than the purpose for which they are provided, intended or properly available.

Additional rule

6.9 Storage and bicycles

- (1) In addition to Rule 7.3(1), an Occupier must:
 - (a) keep its storage area or storage cage clean, neat and tidy; and
 - (b) not store any item in its storage area or storage cage that protrudes outside the Lot or designated storage area.
- (2) An Occupier must:
 - (a) only store a bicycle in any area designated for bicycle storage by the Owners Corporation;

- (b) not bring any bicycle on to Common Property for any purpose other than storing it in accordance with these Rules; and
- (c) not bring any bicycle into any Common Property foyer or lift.

6.10 Vehicles and parking on Common

Property Model rule

- (1) An owner or occupier of a Lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle:
 - (a) to be parked or left in parking spaces situated on Common Property and allocated for other Lots;
 - (b) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
 - (c) in any place other than a parking area situated on Common Property specified for that purpose by the Owners Corporation.

Additional rules

- (2) An emergency referred to in Rules 6.10(1) and 6.10(4) means a situation where there is a reasonable and present risk of loss of life, injury or damage to property.
- (3) Notwithstanding Rules 6.10(1) and 6.10(2), an Occupier must move any motor vehicle or other vehicle off Common Property if requested by the Owners Corporation to do so.
- (4) An Occupier must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle to be parked or left:
 - (a) in an area designated for visitor parking; or
 - (b) on a Lot not owned by the Occupier or which the Occupier is legally entitled to use.
- (5) The Owners Corporation may arrange for any vehicle parked or left in breach of these Rules to be towed away.
- (6) The cost of the Owners Corporation to tow away any vehicle will be a debt due to the Owners Corporation, payable on demand by the Occupier that is responsible for the vehicle gaining access to Common Property, whether or not that Occupier is the registered owner of the vehicle.
- (7) An Occupier must not take or permit a motor vehicle or other vehicle on Common Property that may leak or drop oil, coolant, grease, Contaminants or other materials or substances on Common Property or a Lot.
- (8) The cost of the Owners Corporation to clean and remove oil, coolant, grease, Contaminants or other materials or substances on Common Property will be a debt due to the Owners Corporation, payable on demand, by the Occupier that is responsible for the vehicle that has dropped the oil, coolant, grease or other materials or substances gaining access to Common Property, whether or not that Occupier is the registered owner of that vehicle.
- (9) Any vehicle under the control of an Occupier must:
 - (a) not at any time exceed 5 kilometres per hour when on Common Property

- or any slower speed notified by the Owners Corporation from time to time;
- (b) not be driven in any manner that is reckless, negligent or dangerous; and
- (c) be driven in a manner that observes all signs that are on Common Property in relation to the use of any vehicle.

Additional rule

6.11 Mail

- (1) An Occupier must:
 - (a) clear its mail-receiving box of all material and objects every day, whether the mail, newspapers or advertising material is solicited or not; and
 - (b) arrange for Rule 6.11(1)(a) to be complied with by another person, should the Occupier be absent for any reason for any period of more than two nights.
- (2) The Owners Corporation may remove unsightly build-up in or around any mail-receiving box and/or newspaper receptacle and:
 - (a) is under no obligation to retain or store anything that is cleared; and
 - (b) may destroy anything that it removes.

6.12 Damage to Common

Property Model rules

- (1) An Occupier of a Lot must not damage or alter the Common Property without the written approval of the Owners Corporation.
- (2) An Occupier of a Lot must not damage or alter a structure that forms part of the Common Property without the written approval of the Owners Corporation.
- (3) An approval under Rule 6.12(1) or 6.12(2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An Occupier 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 Occupier in Rule 6.12(4) must keep any device, screen or barrier installed in good order and repair.

Additional rule

- (6) An Occupier may only install a locking or safety device to protect the Lot against intruders, or a fly screen to prevent entry of animals or insects, after the Owners Corporation has confirmed that the proposed device, screen or barrier is soundly built and is consistent with the color, style and materials of the Development.
- (7) An Occupier may not install additional locks or devices to the main apartment fire door that could cause it to be made non-compliant to the fire regulations annual audit.

Additional rules

6.13 Use of the gymnasium

In this Rule 6.13, the word "Occupier" means "Occupier or Meteorite Occupier (except where otherwise noted)", and the gymnasium referred to is located in common property 2 on PS728852M.

An Occupier must observe the following rules in relation to the gymnasium.

- (1) The gymnasium is used at the risk of an Occupier and an Occupier releases the Owners Corporation from any Loss that may be suffered or incurred.
- (2) Children under the age of 16 who are under the responsibility of the Occupier are only permitted to use the gymnasium whilst under direct adult supervision.
- (3) The gymnasium is for use by Occupiers and their guests only.
- (4) No more than two guests per Lot may use the gymnasium at any one time, and those guests must be accompanied by the Occupier at all times.
- (5) Sharp objects and glass are not permitted in the gymnasium.
- (6) Alcohol and food are not allowed in the gymnasium.
- (7) Smoking is not permitted in the gymnasium.

- (8) All users of the gymnasium must carry a towel at all times and wipe down equipment after use.
- (9) Hours of use are from 6am to 9pm or otherwise as the Owners Corporation may direct from time to time.
- (10) Suitable footwear must be worn to and from the gymnasium.
- (11) Socks and gym shoes are to be worn in the gymnasium at all times.
- (12) Suitable clothing is to be worn in the gymnasium at all times and swimwear is not suitable clothing.
- (13) All lights, televisions, audio equipment and any air conditioning must be turned off when leaving the gymnasium.
- (14) The Occupier must not use the gymnasium unless the Occupier has completed induction and safety training. This Additional Rule 6.13(14) does not apply to any Meteorite Occupier.
- (15) The Occupier must not use the gymnasium unless the Occupier has undergone a fitness evaluation. This Additional Rule 6.13(15) does not apply to any Meteorite Occupier.
- (16) No music or other equipment that may be audible by other users of the gymnasium may be used in the gymnasium, other than any supplied by the Owners Corporation.
- (17) Any signs put up in the gymnasium by the Owners Corporation from time to time must be observed.
- (18) Users of the gymnasium must act in a responsible and sensible manner at all times.
- (19) All equipment in the gymnasium must be used strictly in accordance with

manufacturer's directions at all times.

- (20) Meteorite Occupiers must not use the gymnasium unless they provide written confirmation to Meteorite that they:
- (a) have received a copy of the provisions of this Additional Rule 6.13;
 - (b) are mentally and physically fit and able to use the gymnasium in accordance with this Additional Rule 6.13; and
 - (c) use the gymnasium at their own risk and release the Owners Corporation from any Loss that may be suffered or incurred.

Additional rules

6.14 Use of swimming pool

- (1) In this Rule 6.14, the word "Occupier" means "Occupier or Meteorite Occupier (except where otherwise noted)".
- (2) Each Occupier acknowledges that the swimming pool will not form part of Common Property but rather, if the Hotel forms part of the Development, the swimming pool will be located on the Hotel.
- (3) The Occupiers acknowledge and agree that in order to have access to the Hotel's swimming pool, Owners Corporation No. 2 must enter into a Swimming Pool Access and Maintenance Agreement with the owner of the Hotel with regard to the use of such swimming pool. Provided that Owners Corporation No.2 complies with that agreement, the Occupiers will be entitled to use the swimming pool in accordance with the Swimming Pool Access and Maintenance Agreement (which contemplates that access may be restricted for various reasons, including if the Swimming Pool has reached capacity or if the owner of the Hotel or Hotel operator requires the use of all or part of the Swimming Pool for a function), these Rules, and any rules of the Hotel from time to time.

6.15 An Occupier must observe the following rules in relation to the use of the swimming pool.

- (1) The swimming pool is used at the risk of an Occupier and an Occupier releases the Owners Corporation from any Loss that may be suffered or incurred.
- (2) Children under the age of 16 who are under the responsibility of the Occupier are only permitted to use the swimming pool whilst under direct adult supervision.
- (3) The swimming pool is for use by Occupiers and their guests only.
- (4) No more than two guests per Lot may use the swimming pool at any one time, and those guests must be accompanied by the Occupier at all times.
- (5) Sharp objects and glass are not permitted in the swimming pool area.
- (6) Alcohol and food are not allowed in the swimming pool area (unless permitted by, and purchased from the Hotel).
- (7) Smoking is not permitted in the swimming pool area.
- (8) All users of the swimming pool must carry a towel at all times and wipe down equipment after use.
- (9) Hours of use are from 6am to 9pm or otherwise as the Owners Corporation, Meteorite or the Hotel operator may direct from time to time.
- (10) Jumping, diving, running, ball playing, noisy or hazardous activities are not

permitted in the swimming pool area.

- (11) For the hygiene of all users of the swimming pool:
- (a) all users of the swimming pool must shower prior to entering the swimming pool;
 - (b) spitting is not permitted in the swimming pool or swimming pool area;
 - (c) all users of the swimming pool must dry off before leaving the area;
 - (d) footwear must be worn to and from the swimming pool area;
 - (e) appropriate attire must be worn at all times when in the swimming pool area;
 - (f) nude bathing is prohibited; and
 - (g) females must wear a bathing top in the swimming pool area.
- (12) No music or other equipment that may be audible by other users of the swimming pool may be used in the swimming pool or swimming pool area, other than any supplied by the hotel.
- (13) Any signs put up in the swimming pool area by the Owners Corporation or the Hotel operator from time to time and these Rules must be observed.
-
- (14) Users of the swimming pool must act in a responsible and sensible manner at all times.
- (15) A Meteorite Occupier must not use the pool unless they provide written confirmation to Meteorite that they:
- (a) have received a copy of the provisions of this Additional Rule 6.15; and
 - (b) use the pool at their own risk and release the Owners Corporation from any Loss that may be suffered or incurred.

Additional rules

6.16 **Not Used**

Additional rules

6.17 **Use of the Marina Club**

In this Rule 6.16, the word "Occupier" means "Occupier or Meteorite Occupier (except as otherwise noted)".

An Occupier must observe the following rules in relation to the Marina Club

- (1) The Marina Club is used at the risk of an Occupier and an Occupier releases the Owners Corporation from any Loss that may be suffered or incurred.
- (2) Children under the age of 16 who are under the responsibility of the Occupier are only permitted to use the Marina Club whilst under direct adult supervision.
- (3) The Marina Club is for use by Occupiers and their guests only.
- (4) Sharp objects and glass are not permitted in the residents club, except with the prior consent of the Owners Corporation.

- (5) Alcohol and food are not allowed in the residents club, except with the prior consent of the Owners Corporation.
- (6) Smoking is not permitted in the Marina Club or near its entrance.
- (7) Hours of use are from 6am to 11pm or otherwise as the Owners Corporation may direct from time to time.
- (8) Suitable clothing is to be worn in the Marina Club at all times and swimwear is not suitable clothing.
- (9) All lights, televisions, audio equipment and any air conditioning must be turned off when leaving the residents club.
- (10) No music or other equipment that may be audible by other users of the Marina Club may be used in the residents club, other than any supplied by the Owners Corporation, except with the prior consent of the Owners Corporation.
- (11) Any signs put up in the Marina Club by the Owners Corporation from time to time must be observed.
- (12) Users of the Marina Club must act in a responsible and sensible manner at all times.
- (13) Running, ball playing or noisy or hazardous activities are not permitted in the residents club.
- (14) A fee of \$100 (or such other fee as the Owners Corporation is charging for replacing any cupboard key and lock) will be charged to the user of any locker if a key is not returned after use, or is lost.
- (15) All equipment in the residents club must be used strictly in accordance with manufacturer's directions at all times.
- (16) Any computers and other electronic equipment left unattended on Common Property downloading will be turned off and locked in the Owners Corporation manager's office.
- (17) All access to the Marina Club will be controlled by the Owners Corporation and may be cancelled with no notice required if a user is found to be breaching any internet policy provided by the Owners Corporation manager from time to time.
- (19) Exclusive use of the residents club, or use of the Marina Club outside of the usual hours of use, may be available by prior arrangement with the Owners Corporation manager, and may be subject to:
 - (a) The payment of a bond of \$1,000 (or such other fee determined by the Owners Corporation) to the Owners Corporation prior to the intended date of that use (which fee may include an amount for cleaning the Marina Club after that use); and
 - (b) compliance with conditions of that use determined by the Owners Corporation.
 - (c) users will be liable for any damage or loss incurred due to the exclusive use.
- (20) The Owners Corporation manager may, in its absolute discretion, impose such booking system as it requires from time to time for all or part of the Marina Club, and each Occupier must comply with such booking system.

Additional rules

6.18 Developer may install signage

Despite any other rules contained in these Rules, for 5 years after the date of registration of the Plan of Subdivision, Meteorite (**Developer**) or any agent of the Developer may erect:

- (1) 'for sale' signs or other advertising signs; or
- (2) signs the Developer requires or authorises for any Commercial Lot,

(Developer's Signs) on any part of the Common Property or any Lot owned or controlled by the Developer provided that the Developer:

- (3) gives the Owners Corporation details of the Developer's Signs, including their proposed location;
- (4) pays all costs for erecting the Developer's Signs;
- (5) does not damage the Common Property or the structural or functional integrity of any Lot or any building or improvement on any part of the Common Property; and
- (6) repairs any damage to the Common Property caused by the Developer.

7 Lots

7.1 Change of use of Lots

Model rule

- (1) An owner or occupier of a Lot must give written notification to the Owners Corporation if the owner or occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation.

Example: If the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes.

Additional rules

- (2) An Occupier must not use its Lot in any manner that may risk the health, safety or security of others.
- (3) An Occupier may only change the original permitted use of its Lot:
 - (a) after receiving the consent of the Owners Corporation to do so;
 - (b) after obtaining all consents, permits and other permissions required by Law to effect the change; and
 - (c) provided that no other Rule will be or is reasonably likely to be breached as a consequence of the change of use.
- (4) These additional rules (2) to (4) do not apply to Meteorite or any Meteorite Occupier (including without limitation the Hotel operator).

Additional rule

7.2 Access

- (1) An Occupier must permit the Owners Corporation to enter its Lot to inspect, repair,

maintain or replace any part of the Lot, the Common Property or the Services.

- (2) To exercise the right under Rule 7.2(1), the Owners Corporation must:
 - (a) give at least 3 Business Days prior Notice (except in the case of emergency, where no Notice is required); and
 - (b) act reasonably to minimise any inconvenience.

Additional rule

7.3 Cleaning and repair

An Occupier must:

- (1) keep its Lot (including any parking space, storage bays or cages, balconies and other property that forms part of its Lot) neat, clean, tidy and in good repair and condition;
- (2) regularly clean all exterior glass surfaces on the boundary of its Lot that are not:
 - (a) the responsibility of the Owners Corporation to clean; or
 - (b) unsafe to access; and
- (3) take all reasonable steps to minimise any disturbance, noise and interruption to others when cleaning.

Additional rule

7.4 Lot and balcony appearance

An Occupier must not without first obtaining the consent of the Owners Corporation:

- (1) keep anything within its Lot that is visible from the outside of the Lot which is:
 - (a) unsightly; or
 - (b) inconsistent with the general appearance, quality and style of the Development;
- (2) attach or hang from the exterior of its Lot any aerial, speaker, acoustic device, television screen, security device, wires or other apparatus;
- (3) install curtains, blinds other window furnishings:
 - (a) where the effect is to alter the facade of the Development;
 - (b) that are not backed with a dark grey fabric when installed for a dark glazed window or a white backing when installed for a light glazed window; and
 - (c) that have not been approved by the Owners Corporation manger.
- (4) construct or erect any shed, storage cage, enclosure or structure of any nature or description on a balcony, car parking space, terrace garden area or otherwise;
- (5) tint or otherwise alter any glazed surfaces to alter their appearance;
- (6) hang any items (including bedding or clothes) on any part of the exterior of its Lot so as to be visible from outside its Lot; or

- (7) in any way alter external surfaces of its Lot.

This additional rule 7.4 does not apply to Meteorite or any Meteorite Occupier (including without limitation the Hotel operator).

Additional rule

7.5 Altering a Lot

- (1) An Occupier must not commence any works at all that will alter its Lot unless the:
- (a) Occupier has submitted fully detailed and dimensioned drawings (including cross-sections and elevations) of the proposed works to the Owners Corporation;
 - (b) Owners Corporation has approved those drawings;
 - (c) Occupier has obtained all necessary consents, permissions and approvals from any Authority to carry out and complete the proposed works;
 - (d) Owners Corporation has been provided with a copy of all of those consents, permissions and approvals and has notified the Occupier that it is satisfied with all conditions of them;
 - (e) Occupier has entered into an agreement with the Owners Corporation (and if required by the Owners Corporation any person or entity to be involved with the proposed works) on terms satisfactory to the Owners Corporation in its absolute discretion dealing with the following issues:
 - (i) insurance of workers, for public liability and any other risks;
 - (ii) access arrangements;
 - (iii) times within which the proposed works may be carried out in order to minimise the effect of the proposed works on any other person;
 - (iv) use of Common Property;
 - (v) supervision and responsibility of the Occupier as principal contractor;
 - (vi) cleaning and daily removal of all traces of materials or effects of the proposed works;
 - (vii) access and location of parking for any vehicles or trades involved with the proposed works;
 - (viii) the quality, qualification, experience and reputation of any person involved with the proposed works; and
 - (ix) anything else that the Owners Corporation considers relevant or appropriate.
- (2) The reference in Rule 7.5(1) to any works includes any:
- (a) renovation;
 - (b) alteration;
 - (c) demolition;
 - (d) addition;

- (e) repair; or
 - (f) installation or placement of a heavy item such as a safe,
- unless the works are expressly permitted otherwise by these Rules.
- (3) An Occupier is responsible for and indemnifies the Owners Corporation and each and every Occupier against all Loss that it may suffer or incur in any way related to the Occupier carrying out any works to its Lot.
 - (4) An Occupier must pay on demand all costs of the Owners Corporation associated with reviewing, considering and approving any request to carry out works to its Lot, including the Owners Corporation's legal costs on an indemnity basis.
 - (5) This additional rule 7.5 does not apply to Meteorite or any Meteorite Occupier (including without limitation the Hotel operator).

Additional rule

7.6 Floor coverings

An Occupier must:

- (1) ensure that all floor area within its Lot is sufficiently covered or treated to prevent transmission of noise which may be likely to cause any noise or vibration that can be heard or felt outside of the Lot; and
- (2) not alter any floor covering in its Lot without first satisfying the Owners Corporation that the proposed alteration will:
 - (a) enable the Occupier to comply with Rule 7.6(1); and
 - (b) comply with acoustic standards applied to the Development.

Additional rule

7.7 Vehicles on Lots

- (1) An Occupier must:
 - (a) only use any car parking space for the parking of registered and roadworthy vehicles;
 - (b) ensure that its car parking space remains free from oil, coolant, grease, Contaminants or other materials or substances; and
 - (c) remove any vehicle from its car parking space that is not used for any period exceeding 2 weeks or which otherwise becomes dangerous or unsightly.
- (2) The Owners Corporation may arrange for any vehicle parked or left in breach of these Rules to be towed away.
- (3) The cost of the Owners Corporation to tow away any vehicle will be a debt due to the Owners Corporation, payable on demand, by the Occupier that is responsible for the vehicle gaining access to the Development, whether or not that Occupier is the registered owner of the vehicle.
- (4) The cost of the Owners Corporation to clean and remove oil, coolant, grease, Contaminants or other materials or substances from any Lot will be a debt due to

the Owners Corporation, payable on demand, by the Occupier that is responsible for the vehicle that has dropped the oil, coolant, grease or other materials or substances accessing the Lot, whether or not that Occupier is the registered owner of that vehicle.

Additional rule

7.8 Electronic interference

An Occupier must not use on its Lot any machine, equipment or instrument which causes interference with wireless or telephone reception in any other Lot unless such machine, equipment or instrument is effectively fitted with a device which prevents interference with wireless or telephone reception by any other owner, occupier or the Owners Corporation.

This additional rule 7.8 does not apply to Meteorite or any Meteorite Occupier (including without limitation the Hotel operator).

Additional rule

7.9 Heating and cooling

An Occupier must not install any heating or cooling device or machine where any part of that device would be located on Common Property other than by mounting the plant and equipment for it in an area first approved by the Owners Corporation.

8 Services Agreement with Hotel Operator or Meteorite

Additional rules

8.1 Engagement of Hotel Operator or Meteorite

The Owners Corporation must:

- (1) if required by the Hotel operator and/or Meteorite, enter into and maintain a services agreement with the Hotel operator and/or Meteorite (**Operator**):
 - (a) for the provision of services (including administration, management, cleaning, security and maintenance services) to the occupier of the Hotel Lot and/or any other Lots owned by Meteorite (at the cost of those owners of the Lower Lots);
 - (b) which includes the grant of a non-exclusive access licence to the Operator (free of charge) over such parts of the Common Property as are reasonably required by the Operator to access the communications and data rooms;
 - (c) which includes a right for the Operator to assign its rights under the services agreement to a purchaser of any business of the Operator; and
 - (d) otherwise on terms and conditions acceptable to the Owners Corporation acting reasonably.

8.3 Termination of Services Agreement

The Owners Corporation may only terminate a services agreement entered into under Rule 8.1(1) by a special resolution (as defined in the Act),

9 Commercial Lots

Additional rules

9.1 Cumulative Rules

This Rule 9 applies to Occupiers of Commercial Lots in addition to any other Rule.

9.2 Commercial Lots

An Occupier of a Commercial Lot must:

- (1) apply for and obtain all necessary consents, permissions, approvals and licences to use the Commercial Lot at its own cost and on conditions that are satisfactory to the Owners Corporation in its absolute discretion;
- (2) at all times comply with each consent, permission, approval and licence and all Laws;
- (3) take out its own bins on each garbage collection day and bring those bins in before 10am on each collection day or promptly after collection, whichever occurs last;
- (4) ensure that any contractors hired for the purpose of removing garbage pick up garbage between:
 - (a) 8am and 9am, if any rubbish is being picked up on Monday to Saturday; and
 - (b) between 9am and 10am, if any rubbish is being picked up on Sunday;
- (5) avoid unnecessary noise when filling bins;
- (6) ensure lids on bins are securely closed at all times;
- (7) regularly clean all bins to prevent build up of residue or odors;
- (8) not deposit, throw, leave or store any rubbish, dirt, dust, sweepings, waste or any other material that is reasonably likely to interfere with the peaceful enjoyment by any person of any Lot or Common Property other than in:
 - (a) proper, securely wrapped parcels that will retain all odours, liquids and emissions; and
 - (b) the areas specified for such purpose by the Owners Corporation;
- (9) not allow or arrange for delivery or collection of goods or rubbish other than at times approved of by the Owners Corporation in writing;
- (10) take all reasonable precautions to keep its Lot and the Common Property free from rodents, vermin, insects and other pests;
- (11) completely drain all glass items and deposit them unbroken in the area designated for glass by the Owners Corporation;
- (12) deposit all recyclable items in the area designated for recyclable items by the Owners Corporation;
- (13) neatly break down and collapse all cardboard boxes and other packaging before depositing them in the areas designated by the Owners Corporation so that they take up as little space as reasonably possible;
- (14) comply with all health, noise and other Laws in carrying on the business from the Commercial Lot;

- (15) not operate or allow access to a Commercial Lot for cleaning between the hours of 10pm and 7am;
- (16) properly filter all vapour and fumes before emission from a Commercial Lot so that any oil particles are removed from any air prior to its emission from the Commercial Lot;
- (17) properly filter all vapour and fumes before emission from a Commercial Lot so that any noisome odours are removed from any air prior to its emission from the Commercial Lot;
- (18) not affix a sign to a Commercial Lot or to the Common Property unless the sign:
- (a) is only for the purposes of identifying the business carried on from the Commercial Lot and the opening hours of that business;
 - (b) complies with the requirements of any Authority;
 - (c) has first been approved by the Owners Corporation;
 - (d) if an illuminated window sign, covers an area of not more than 10% of the window area;
 - (e) if an under veranda business sign, does not exceed 2.5 metres measured horizontally and 0.5 metres measured vertically and does not contain any animation or intermittent lighting. No more than 2 signs will be permitted per tenancy, being one per street frontage;
 - (f) if a facade sign, no more than 2 high quality flush signs will be permitted, including wall plaques affixed to the outside faces of the tenancy; and
 - (g) if a window decal, covers an area of not more than 10% of the window area, provided that plain frosted decals that are reasonably required for privacy to office areas will be permitted regardless of size,
- and an Occupier must make good any damage caused by the installation or removal of any sign affixed to its Lot or to the Common Property and restore the Common Property to the condition it was in before the sign was installed.
- (19) not use window displays such as for real estate listings or other display brochures unless:
- (a) such displays and brochures use a high quality cable display system; and
 - (b) the proposed display has first been approved by the Owners Corporation
- (20) not affix posters, flyers or temporary signs to the inside window face of any Lot of Common Property.
- (21) not install any umbrella or heating device on Common Property unless it has first obtained approval of the Owners Corporation, which approval will not be unreasonably withheld if:
- (a) the Occupier has a licence or other rights over the area on which it wishes to place the umbrella or heating device;
 - (b) such umbrellas or heating devices are new or maintained in an as new and safe condition; and
 - (c) no prominent logos or signs are on the umbrellas or heating devices.

10 Behaviour of persons

10.1 Behaviour of owners, occupiers and

invitees Model rule

- (1) An owner or occupier of a Lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the Common Property.

Additional rules

- (2) An Occupier must:
 - (a) when on Common Property or visible from Common Property be adequately clothed and not use language or behave in a manner likely to cause offence or embarrassment to any other person;
 - (b) not hold parties or gatherings on the Common Property unless the Owners Corporation first consents;
 - (c) use skateboards, scooters, roller skates, roller blades or similar forms of recreation or transport on the Common Property; and
 - (d) ensure that any child or minor over whom the Occupier has care, responsibility or control is at all times accompanied by a responsible adult on Common Property.

10.2 Noise and other nuisance

control Model rules

- (1) An owner or occupier of a Lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the Common Property.
- (2) Rule 10.2(1) does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.

Additional rule

- (3) An Occupier must:
 - (a) ensure that no entertainment noise or any noise created by any mechanical installation is audible outside the Lot between the hours of 10pm and 8am (or such other hours as the Owners Corporation approves from time to time);
 - (b) not make any disturbing or imitating noises or install or use any appliance, engine, machine or instrument which causes or may be likely to cause noise or vibration on or about the Common Property or that can be heard or felt outside of the Lot in which the noise or vibration is emanating from; and
 - (c) not hold or permit to be held any social gathering in its Lot or on Common Property which is likely to cause any such noise as set out in this Rule.
- (4) This rule 10.2 does not apply to Meteorite or any Meteorite Occupier (including without limitation the Hotel operator).

Additional rule

10.3 Insurance

- (1) Other than the use of the Hotel Lot as a hotel, an Occupier must not bring to, do or keep anything in its Lot or bring anything on to Common Property which does or is likely to:
 - (a) increase the rate of insurance premium on the Development or the Common Property;
 - (b) contain any Contaminant;
 - (c) conflict with or breach:
 - (i) any Law relating to fires, contamination or flammable substance;
 - (ii) these Rules; or
 - (iii) any insurance policy on the Development or the Common Property.
- (2) An Occupier must reimburse the Owners Corporation on demand for any increase in insurance premium resulting from any consent given to, or act or neglect by, the Occupier.

11 Dispute resolution

Model rules

- (1) The grievance procedure set out in this Rule applies to disputes involving a Lot owner, manager, or an occupier or the Owners Corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act.
- (B) This process is separate from and does not limit any further action under Part 10 of the Act.

12 Default, interest and risk

Additional rules

- (8) An Occupier accesses and uses all Common Property at its own risk in all things and

at all times.

- (9) An Occupier is responsible for and indemnifies the Owners Corporation and other Occupiers against all Loss incurred or suffered directly or indirectly caused or contributed to by the Occupier breaching any Rule, including:
- (a) Loss incurred or suffered directly or indirectly by the Owners Corporation or another Occupier;
 - (b) legal fees and disbursements on a full indemnity basis and any Counsel or consultant's fees and expenses at the rate charged to the Owners Corporation incurred in obtaining any advice or representation in relation to a breach or a failure to comply; and
 - (c) additional costs and expenses including interest at the rate set out in Rule 12(8).
- (10) Rule 12(2) operates in addition to and does not in any way limit any other right or remedy of the Owners Corporation.
- (4) Any default in respect of which Loss is incurred shall be deemed not to have been remedied unless and until the default is remedied and payment to compensate for the Loss is made.
- (5) The Owners Corporation need not incur a Loss or make a payment before enforcing a right of indemnity conferred by these Rules.
-
- (6) Each indemnity in these Rules is a continuing obligation, separate and independent from the other obligations of an Occupier and survives an Occupier ceasing to be an Occupier.
- (7) Time shall remain the essence of these Rules notwithstanding any waiver given or indulgence granted by the Owners Corporation.
- (8) An Occupier must pay interest on any money payable by it under these Rules:
- (a) from the due date for payment until the money is paid;
 - (b) on demand or whenever other monies are paid under these Rules, whichever occurs first;
 - (c) that is calculated and capitalised daily; and
 - (d) that is at the rate fixed under section 2 of the *Penalty Interest Rates Act 1983* at the relevant time.
- (9) The Owners Corporation's right to interest does not limit any right of the Owners Corporation or:
- (a) prevent the Owners Corporation recovering any amount exceeding the interest as a consequence of any default; or
 - (b) affect an Occupier's obligation to pay the outstanding amount on the date it becomes due for payment.
- (10) The Owners Corporation may but is not obliged to carry out any obligation of an Occupier that the Occupier has failed to carry out and if the Owners Corporation elects to do this, the Occupier must pay all costs of the Owners Corporation in doing so on an indemnity basis and on demand by the Owners Corporation to do so.

13 Complaints

Additional rule

Any complaint, application or request to the Owners Corporation must be addressed in writing to the secretary of the Owners Corporation or otherwise as the Owners Corporation may from time to time direct.

14 Goods and services tax

Additional rules

14.1 General

In this Rule 14:

- (1) words or expressions used in this Rule which have a particular meaning in the GST Law have the same meaning, unless the context otherwise requires;
- (2) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;
- (3) any reference to an input tax credit entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member; and
- (4) if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.

14.2 GST not included

- (1) Unless GST is expressly included, the consideration to be paid or provided under any Rule for any supply made under or in connection with these Rules does not include GST.
- (2) To the extent that any supply made under or in connection with these Rules is a taxable supply, the GST exclusive consideration otherwise to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is otherwise to be paid or provided.
- (3) A party's right to payment under this Rule is subject to a valid tax invoice being delivered to the recipient of the taxable supply.
- (4) To the extent that 1 party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.
- (5) To the extent that any consideration payable to a party under these Rules is determined by reference to a cost incurred by a party, or is determined by reference to a price, value, sales, revenue or similar amount, the GST exclusive amount of that cost, price, value, sales, revenue or similar amount must be used.

15 Parties

Additional rule

- (1) If a party consists of more than 1 person, these Rules bind each of them separately

and any 2 or more of them jointly.

- (2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (3) An Occupier which is a trustee is bound both personally and in its capacity as a trustee.

16 Variations

Additional rule

Changes to these Rules are effective on Notice of the change to an Occupier.

17 Governing law and jurisdiction

Additional rule

- (4) The law of Victoria governs these Rules.
- (5) The parties submit to the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.

18 Severability

Additional rule

If any provision in these Rules is unenforceable, illegal or void or makes these Rules or any part of it unenforceable, illegal or void, then that provision is severed and the rest of these Rules remains in force.

19 Notices

Additional rules

19.1 Notice must be in writing

A Notice has no legal effect unless it is in writing.

19.2 Method of Service

In addition to any other method of service provided by law, the Notice may be:

- (1) sent by prepaid post to the last known address of the addressee;
- (2) sent by facsimile to the facsimile number of the addressee;
- (3) delivered at the last known address of the addressee or subsequently notified by the addressee to the Owners Corporation; or
- (4) sent by email to the email address of the addressee .

19.3 Notices treated as received

- (1) A Notice must be treated as given and received:
 - (a) if sent by post, on the 2nd Business Day (at the address to which it is posted) after posting; or
 - (b) if sent by email before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the

place of receipt; or

(c) if otherwise delivered before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

(2) A Notice sent or delivered in a manner provided by Rule 19.2 must be treated as validly given to and received by the party to which it is addressed even if:

(a) the addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent; or

(b) the Notice is returned unclaimed.

19.4 Notice given to solicitors

(1) Any Notice by a party may be given and may be signed by its solicitor.

(2) Any Notice to a party may be given to its solicitor by any of the means listed in Rule 19.2 to the solicitor's business address or email address.

20 Owners Corporation Certificate

20.1 Certificate

Any application to the Owners Corporation for an owners corporation certificate must be made in writing and accompanied by the fee prescribed under the Act and or Regulations for each Lot required. On receipt of the written application and the prescribed fee, the Owners Corporation will issue a certificate in the form required by the Act and or Regulations.

20.2 Sale of transfer

Any member who sells or transfers a Lot must notify the Owners Corporation of the sale or transfer and provide the name, address, phone number and email address of the new owner or their solicitor within 1 month of completion of the sale or transfer.

21 Artwork

21.1 Public artwork

The Owners Corporation must clean and maintain when reasonably required (and at least annually) and keep in good repair any public artwork in the Common Property.

22 Not Used

23 Hotel and Serviced Apartments

Additional Rule

23.1 Initial Hotel Lot Owner

The initial owner of the Hotel will be Meteorite. If Meteorite assigns its rights to a purchaser of the Hotel Lot, all references to Meteorite in these rules shall be read as if they were references to the new Hotel Lot owner.

23.2 Prohibition on Serviced Apartment Operators.

Other than Meteorite or any Meteorite Occupier, Occupiers must not enter into any agreement with a Serviced Apartment operator, or allow their Lot to be used as a Serviced

Apartment or lease their Lot for any periods less than 180 consecutive days.

23.3 Requirements under Agreement between Hotel Lot Owner and Hotel Operator.

The owner of the Hotel may (or may not) enter into an agreement with a Hotel operator which allows such Hotel owner use of certain trademarks in the operation of the Hotel. The Occupiers acknowledge that such Hotel operator may be operating the Hotel, which will be known by such name as determined by Hotel operator. The Occupiers acknowledge and agree that the Lots (excluding the Hotel Lot) must not be:

- (a) branded or in any way associated with the Brand, Trademarks and/or IP Rights; or
- (b) marketed, advertised or publicised using the Brand, Trademarks and/or IP Rights.

The Occupiers acknowledge and agree that the Lots (excluding the Hotel Lot) must:

- (a) not be kept in a manner that would detract from the image and the quality of the Brand or the Hotel;
- (b) subject to access pursuant to the Swimming Pool Access and Maintenance Agreement, have no access to the Hotel facilities.

The Occupiers acknowledge and agree that the exterior of the buildings of which the Residential Apartments and the Hotel form part must be kept and maintained in a manner that will not detract from the image and the quality of the Brand and the Hotel.

Whilst the Hotel Lot is operated as a hotel, the Owners acknowledge and agree that Rules numbered 6.14, 4.1(4)(d), 23.2 to 23.3 inclusive can only be amended or revoked by unanimous resolution.

24 Rules Subject to Rights of the Vendor and the Meteorite

Additional Rule

24.1 These Rules do not apply to and; are not enforceable against Meteorite or their mortgagees or chargees, for so long as any of the following apply:

- (1) Meteorite and/or their equity partners (if any) is an Occupier;
- (2) any mortgagee or chargee of Meteorite has an interest in any Lot; or
- (3) Meteorite and/or their equity partners (if any) are engaged in any action required to complete the Development,

where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that Meteorite or their mortgagees or chargees may be engaged in or which may need to be carried out in order to complete construction of the Development.

24.2 Meteorite and their equity partners (if any), their mortgagees and chargees must be and are by this Rule, authorised by each and every member of each and every Owners Corporation in the Plan and by each and every Owners Corporation in the Plan to:

- (4) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
- (5) take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and

- (6) exclude all and any Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development; and
- (7) erect for sale promotional advertising or other signs as Meteorite may require on any part of the Common Property; and
- (8) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as Meteorite or their mortgagees or chargees think fit; and
- (9) limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and
- (10) use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works,

provided that Meteorite and any third party authorised by them under this Rule or any party to which they assign all or part of the benefits of their rights under this Rule, use their best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

- 24.3 The Owners Corporation must, within 7 days of being requested by Meteorite or their mortgagees or chargees, sign whatever consents, authorities, permits or other such documents as may be required to enable Meteorite or their mortgagee or chargee to complete the Development. ~~An Occupier must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule 24 or contravene any right or reprieve afforded to Meteorite under this Rule 24.~~
- 24.4 Every Occupier hereby consents to and agrees to Meteorite undertaking any or all of the rights of Meteorite set out in this Rule without any prevention or hindrance of such Occupier.
- 24.5 In exercising its rights under this Rule, Meteorite must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Occupiers. Meteorite must only exercise its rights to the extent necessary for the genuine Development. Meteorite must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Occupiers

25 Warranties & Novation or assignment of contracts

Additional Rule

- 25.1 Meteorite or their builder or subcontractors (all the 'Meteorite Developer') may at their discretion enter into time limited contracts to supply, service, clean, maintain and/or inspect building essentials services, other building services or functions, common areas of the Development, landscaping, or any other Common Property, and any other service or other contract deemed appropriate and necessary for the proper care and function of the Common Property.
- 25.2 The Meteorite Developer must and the Owners Corporation(s) must accept, assignment or novation of the contracts referred to in Rule 25.1 at the first meeting of the Owners Corporation.
- 25.3 The Owners Corporation must maintain any contracts assigned or novated to it under this Rule to the end of its current term except where it is deemed that the contract is unreasonable or unnecessary or is replaced by a contract for similar services by the same service provider.
- 25.4 The Owners Corporation must comply with the terms of and properly manage any time

or condition limited warranties for items, components or parts of the Common Property provided by subcontractors or suppliers so as to ensure they remain valid for the benefit of the Owners Corporation.

- 25.5 The Owners Corporation must ensure that it provides for or enters into contracts to provide for care, cleaning, maintenance and inspection of any item or component of Common Property to enable it to perform its obligations under the Law and these Rules upon the lapse of any subcontractor or supplier backed warranty or upon the end of any contract assigned or novated to it by the Meteorite Developer.
- 25.6 All Occupiers must contribute its proportion of the cost incurred by the Owners Corporation in complying with this Rule 25 relative to the lot liability on the Plan.

26 Development Lease, Signage & Other Licences

Additional Rule

- 26.1 The Owners Corporation may grant Meteorite and/or a third party as otherwise directed by Meteorite any lease or licence required by Meteorite, including, without limitation:
- (11) a development lease for the purpose of access to the Common Property for the purpose of facilitating the completion of the Development including without limitation the completion of the retail areas and common areas within the Development;
 - (12) a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property; or
 - (13) permission to Meteorite's representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display unit, provided Meteorite uses its best endeavours to minimise disturbance and inconvenience to others Occupiers' use of the Common Property and at all times acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation.
- 26.2 An Occupier of the Lot must not hinder or impede Meteorite and/or any third party from exercising its rights under any agreement entered into under this Rule.
- 26.3 The Owners Corporation(s) must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 26.
- 26.4 An Occupier must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would impede the powers of the Owners Corporation(s) under this Rule 26.

DRAFT



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www.maddocks.com.au

DX 259 Melbourne

Date / /

Swimming Pool Access and Maintenance Agreement

Marina Tower, Melbourne

Meteorite Land (Pearl River) Pty Ltd
ACN 165 201 169
and

Owners Corporation No. 2 on Plan PS728852M



Execution Page

EXECUTED by the parties on the date specified in Item 1.

Executed by Meteorite Land (Pearl River))
Pty Ltd ACN 165 201 169)
in accordance with section 127(1) of the
Corporations Act 2001:

.....
Signature of Director

.....
Signature of Director/Company Secretary

.....
Print full name

.....
Print full name

THE COMMON SEAL of OWNERS CORPORATION)
NO. 2 ON PLAN NO. PS728852M was affixed in)
accordance with Sections 20 and 21 of the Owners)
Corporations Act 2006 in accordance with a resolution)
dated ##[TBC] in the presence of:.....)

.....
Lot Owner:

Agreement

THIS AGREEMENT is made on the date specified in Item 5.

BETWEEN

The Owner

AND

The OC2

RECITAL

- A. The Owner has agreed to grant OC2 the right to use the Swimming Pool on the terms and conditions in this Agreement.

THE PARTIES AGREE

1. Definitions

In this Agreement, unless expressed or implied to the contrary:

Access Fee means the amount specified in Item 7.

Adjustment has the same meaning given to that term in the GST Act.

Adjustment Note has the same meaning given to that term in the GST Act.

Agreement means this Agreement and includes all annexures and schedules.

Annual Budget means the budget for the maintenance, repair and cleaning of the Swimming Pool as specified in clause 5.1.

Approved Annual Budget means the budget approved under clause 5.1.5(b) or 5.1.5(b).

Brand means the brand used by the Hotel Operator in respect of any hotel operated from the Hotel Lot.

Brand Standards means all standards, policies, procedures and programs designated by Hotel Operator and/or its affiliates as being applicable to the operation of substantially all Brand hotels, in effect from time to time, including without limitation, any applicable health and safety standards and requirements of the Brand.

Business Day means any day which is not a Saturday, Sunday or proclaimed public holiday in the State of Victoria.

Commencement Date means the date specified in Item 5.

Common Property means common property No.1 or No.2 on PS728852M or both as the context requires.

Consideration means consideration payable under this Agreement in return for a Taxable Supply, but does not include any amount on account of GST.

Development means Marina Tower, Melbourne, 6-22 Pearl River Drive, Docklands.

Draft Annual Budget means the draft annual budget issued under clause 5.1.1.

Financial Year means from 1 July to 30 June each year.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (as amended).

GST has the same meaning given to that term in the GST Act.

Hotel Lot means lot S2 on PS728852M.

Hotel Operator means the party that operates a hotel from the Hotel Lot from time to time.

Input Tax Credit has the same meaning given to that term in the GST Act, but also includes a reduced input tax credit under Division 70 and an adjusted input tax credit under Division 132 of the GST Act.

Item means an item in the Schedule.

Lot means a lot on PS728852M

Maintenance Contribution means the contribution paid by OC2 to the Owner or, as the case may be, the Hotel Operator from time to time towards the Swimming Pool Costs, calculated in accordance with clause 5.2

Maintenance Contribution Percentage means the percentage specified in Item 8, as may be varied from time to time and is calculated under clause 5.2.

OC2 means owners corporation 2 on PS728852M specified in Item 3 and includes OC2's successors and assigns and where it is consistent with the context includes OC2 Members and Occupiers and OC2's employees, agents, invitees and persons OC2 authorises to use the Swimming Pool.

OC2 Member means a member of OC2 from time to time.

Occupier has the meaning given to that term in the Owners Corporation Rules.

Operating Hours means the operating hours of the Swimming Pool from time to time, which at the date of this Agreement are:

##[Insert appropriate operating hours and days when known]

Owner means the Owner specified in Item 2 and includes the Owner's successors and assigns and where it is consistent with the context includes the Owner's employees and agents.

Owners Corporation Rules means the rules of OC2 on Plan of Subdivision PS728852M from time to time, copies of which are attached at Annexure B to this License.

Recipient has the same meaning given to that term in the GST Act.

Schedule means the Schedule at the front of this Agreement.

Supplier means the entity making a Supply to the Recipient.

Supply has the same meaning given to that term in the GST Act.

Swimming Pool means the swimming pool area specified in Item 4 that forms part of the Hotel Lot.

Swimming Pool Costs means:

- (a) those costs incurred in operating, maintaining, upgrading, cleaning and insuring the Swimming Pool (including any costs of a capital nature) that relate to the use of the Swimming Pool by both OC2 Members and guests of the Hotel Operator; and
- (b) excluding the costs of any items which solely relate to costs which benefit hotel guests only (such as functions),

as itemised in the Annual Budget attached at Annexure B, and as may be varied from time to time in accordance with the annual budget prepared in accordance with clause 5.1.

Swimming Pool Rules means the rules of the Owner or the Hotel Operator as the case may be that govern the use of the Swimming Pool from time to time, and as may be varied by the Owner or the Operator at their discretion from time to time.

Tax Invoice has the same meaning given to that term in the GST Act.

Taxable Supply has the same meaning given to that term in the GST Act.

Taxes means a tax, levy, duty, impost, fee, deduction, withholding or charge, however described, imposed by legislation, (including stamp and transaction duty and any car parking levies) together with any related interest, penalty, fine or expense concerning any of them and the costs of challenging any of them.

Term means the term specified in Item 6 and includes any extension or overholding.

2. Swimming Pool Access

In consideration of OC2 paying the Owner the Access Fee (receipt of which is hereby acknowledged) the Owner grants OC2 the right for its Members to use and enjoy the Swimming Pool for the Term on the terms and conditions contained in this Agreement.

3. Access Conditions

3.1 The Owner acknowledges and agrees that:

- 3.1.1 it will provide, or procure the Hotel Operator to provide, OC2 with any specific passes or security codes required for its Members to access the Swimming Pool;
- 3.1.2 each OC2 Member and Occupier will be entitled to use the Swimming Pool during the Operating Hours;
- 3.1.3 it will provide OC2 with contact details for the Hotel Operator from time to time;
- 3.1.4 it, or the Hotel Operator, must provide OC2 with:
 - (a) details of any changes to the Operating Hours; and
 - (b) a copy of the Swimming Pool Rules on the Commencement Date, and each time it updates the Swimming Pool Rules;

3.2 OC2 acknowledges and agrees that:

3.2.1 if any pass or security code to access the Swimming Pool is lost by an OC2 Member:

- (a) OC2 must notify the Owner;
- (b) the Owner will issue, or procure the Hotel Lot Owner to issue, a replacement pass or security code; and
- (c) OC2 must pay the Owner, the costs incurred in providing a replacement pass or security code before the replacement pass or security code is issued;

3.2.2 OC2 Members must comply with Swimming Pool Rules and the Owners Corporation Rules relating to the Swimming Pool at all times, and OC2 must procure the OC2 Members to comply with the Swimming Pool Rules and the Owners Corporation Rules relating to the Swimming Pool;

3.2.3 the Owner or the Hotel Operator (acting reasonably) may close all or part of the Swimming Pool from time to time:

- (a) to undertake any required maintenance, repair, cleaning or upgrade works;
- (b) if the Swimming Pool has reached capacity;
- (c) for health and safety reasons, or as required under any applicable law, rules or regulations;
- (d) if the Owner or the Hotel Operator, at their discretion, requires the use of all or part of the Swimming Pool for a function; or
- (e) for any other reason deemed appropriate by the Owner or the Hotel Operator (acting reasonably); and

3.2.4 the Owner may procure the Hotel Operator to operate the Swimming Pool.

4. Maintenance

4.1 The Owner must, at its cost, maintain, repair and clean the Swimming Pool, subject to the terms of this Agreement (including OC2's obligation to pay the Maintenance Contribution).

4.2 If OC2 or an OC2 Member becomes aware of any damage to the Swimming Pool, it must notify the Hotel Operator as soon as possible.

5. OC2 Maintenance Contribution

5.1 Annual Budget

5.1.1 The Owner must provide a draft annual budget to OC2 for approval on or before 30 April each year (such approval not to be unreasonably withheld or delayed), which estimates the Swimming Pool Costs expected to be incurred by the Owner for the

next Financial Year and which has regard to the actual Swimming Pool Costs for the previous Financial Year (**Draft Annual Budget**).

5.1.2 The Draft Annual Budget must contain a detailed breakdown of the items that OC2 will be required to contribute towards, based on the budget attached to this Agreement at Annexure B (which may be amended from time to time by agreement of the Owner and OC2).

5.1.3 OC2 and the Owner agree and acknowledge that the Swimming Pool must be maintained, repaired, upgraded, cleaned and operated in accordance with the Brand Standards, and the costs of the items contained in the Annual Budget provide for those Brand Standards to be upheld.

5.1.4 OC2 and the Owner must meet to discuss the Draft Annual Budget within 5 Business Days of the Draft Annual Budget being issued (and the Owner and OC2 acknowledge and agree that the Hotel Operator may attend that meeting), and OC2 must, within 5 Business Days of that meeting, confirm whether or not the Draft Annual Budget is approved and provide to the Owner (as the case may be) any comments and/or revisions it requires to the Draft Annual Budget (**OC2 Comment Notice**).

5.1.5 The Owner must then either:

- (a) if it accepts OC2's comments and/or revisions, accept all of OC2's comments and/or revisions, incorporate those comments into the Draft Annual Budget and then issue that revised Draft Annual Budget, within 5 Business Days of receipt of the OC Common Notice which will then become the approved annual budget (**Approved Annual Budget**); or
- (b) if it does not accept some or all of OC2's comments and/or revisions, reject some or all of OC2's comments and/or revisions within 5 Business Days of receipt of the OC Common Notice.

If the Owner does not respond at all within 7 days of receipt of the OC Common Notice, it will be deemed to object to those comments.

5.1.6 If the Owner does not accept OC2's comments and/or revisions to the Draft Annual Budget as contemplated by clause 5.1.5(b), or if there is any dispute between the Owner and OC2 over the Draft Annual Budget:

- (a) that dispute must be resolved in accordance with clause 11; and
- (b) the annual budget that is then approved by the expert following the dispute resolution process under clause 11 will then become the Approved Annual Budget.

5.1.7 If, at the end of the Financial Year, the actual Swimming Pool Costs are:

- (a) greater than as contemplated by the Annual Budget, then the additional cost will be added to the Annual Budget for the next Financial Year, and OC2 will pay its share of such additional cost as part of its monthly Maintenance Contribution; or
- (b) less than contemplated by the Annual Budget, then any excess paid by OC2 will be credited towards its Maintenance Contributions the for the next financial year.

5.1.8 The Owner and OC2 agree and acknowledge that the Annual Budget for the first Financial Year of the Term is attached at Annexure B, and both the Owner and

OC2 confirm that this Annual Budget constitutes the Approved Annual Budget for the first Financial Year of the Term.

5.2 Maintenance Contribution

5.2.1 The Maintenance Contribution payable by OC2 each year during the Term will be calculated as follows:

$$MC = MCP \times TAB$$

where:

MC means Maintenance Contribution.

MCP means the Maintenance Contribution.

TAB means the total amount of the Approved Annual Budget.

5.2.2 The Maintenance Contribution is payable quarterly in advance on 1 July, 1 October, 7 January and 1 April each year during the Term or on such other dates that the Owner and OC2 may agree in writing.

5.2.3 OC2 must pay to the Owner on demand interest at the rate per annum equal to the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Vic) on any money payable by the OC2 under this Agreement and remaining unpaid for 10 Business Days. Interest will be computed from the date on which such payment became due.

5.2.4 OC2 must pay all amounts due under this Agreement to the Owner without deduction or right of set-off.

5.3 Maintenance Contribution Percentage

The Owner and OC2 agree and acknowledge that the Maintenance Contribution Percentage is calculated as follows:

$$MCP = \frac{OC2LL}{OC2\&HLL}$$

where:

MCP means Maintenance Contribution Percentage.

OC2LL means the total lot liability of all members of OC2 from time to time, as specified in PS728852M.

OC2&HLL means the total lot liability of all members of OC2 and the Hotel Lot from time to time, as specified in PS728852M.

~~##[Note, as at the date of this draft of this Agreement, the Maintenance Contribution is calculated as follows:~~

$$MCP = \frac{25,166}{34,766} = 72\%$$

~~where 25,166 is the current projected total lot liability of all OC2 members, and 34,766 is the current projected total lot liability for all OC2 members (25,166) and the Hotel Lot (9,600).]~~

8.4 Payment of GST

Subject to clause 8.5 the recipient will pay the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

8.5 Tax Invoice

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST Amount under clause 8.4.

8.6 Reimbursements

If this Agreement requires a party to reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

8.6.1 the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and

8.6.2 if the payment or reimbursement is subject to GST, an amount equal to that GST.

8.7 Adjustment events

If an adjustment event occurs in relation to a taxable supply under this Agreement:

8.7.1 the supplier must provide an adjustment note to the recipient within 7 days of becoming aware of the adjustment; and

8.7.2 any payment necessary to give effect to the adjustment must be made within 7 days after the date of receipt of the adjustment note.

9. Assignment and Sub-licensing

9.1 The Owner may mortgage, charge, assign or sub-licence all of part of its interest under this Agreement without the consent of the OC2.

9.2 If required by the Owner, OC2 must sign and return to the Owner within 5 Business Days the Assignment Notice and do all other things required by the Owner in connection with the assignment or sub-licence within 5 Business Days of the Owner's request to do so.

9.3 OC2 must not mortgage, charge, assign or sublicense its interest under this Agreement without the prior written consent of the Owner (which may be given or withheld at the Owner's absolute discretion).

10. Determination of Agreement

10.1 Re-Entry

The Owner may terminate this License if OC2 breaches a material provision of this Licence and does not remedy the breach within 20 Business Days of receipt of written notice from the Owner specifying the material breach complained of.

10.2 Damages following Termination

If this License is terminated by the Owner, OC2 agrees to compensate the Owner for any loss or damage the Owner suffers in connection with OC2's breach of this Agreement.

10.3 Addition of Swimming Pool to Common Property

If the Swimming Pool is at any time added to the Common Property, this Agreement will end on the date that the transfer of the Swimming Pool to either OC2 or owners corporation no.1 on PS728852M is registered at the Land Titles Office.

11. Disputes

11.1 General

If a dispute of whatever nature arises out of or relates to this Agreement (**Dispute**), the parties to this Agreement and to the Dispute expressly agree to endeavour in good faith to settle the dispute in accordance with this clause.

11.2 Notice

11.2.1 A party claiming that a dispute has arisen in any way out of this Agreement or in respect of the dealings between the parties under this Agreement may give a notice (**Dispute Notice**) to the other party:

- (a) setting out the subject matter of the dispute; and
- (b) attaching any relevant correspondence, background material and reports.

~~11.2.2 The parties must then endeavour, in good faith, to resolve the dispute by each party meeting and discussing the dispute within 10 Business Days of the Dispute Notice being given.~~

11.2.3 A party must not commence any court or arbitration proceedings relating to a dispute other than to seek urgent interlocutory relief.

11.3 Unresolved dispute

If the dispute is not resolved informally between the parties pursuant to clause 11.2 within 15 Business Days of the Dispute Notice being given it is to be resolved by independent expert determination pursuant to the following provisions:

11.3.1 The independent expert to be appointed will be appointed within 5 Business Days of either party giving notice that expert determination is required and the independent expert must be:

- (a) for a matter of law, a practising barrister or solicitor appointed by the President of the Law Institute of Victoria;
- (b) for a financial or accountancy matter, a practising chartered accountant appointed by the President of the Victorian Division of the Institute of Chartered Accountants in Australia;
- (c) for a matter connected with quantifying the Swimming Pool Costs, a quantity surveyor appointed by the Urban Development Institute of Australia construction of the Resort;
- (d) for any other matter, a qualified person appointed by the senior officer of the Victorian Chapter of the Institute of Arbitrators and Mediators Australia; or
- (e) if appropriate and the parties agree, the dispute may be referred to a panel of experts representing more than one of the appropriate skills.

- 11.3.2 The parties may make written submission to the independent expert within 10 Business Days after his appointment subject to copies of all such submissions being simultaneously given to the other party. Each party may reply to the submission of the other within a further 5 Business Days of the submission of the other being provided.
- 11.3.3 The parties must immediately provide any and all information and access to the Resort reasonably requested by the independent expert and the other party and keep each other fully informed of any requests for such information and the content of the information given.
- 11.3.4 The independent expert will, if requested by either of the parties, provide the parties with an opportunity to make oral submission to him in each other's presence prior to him making his draft determination and prior to him making his final determination.
- 11.3.5 The independent expert must give to the parties a final determination within 35 Business Days of his appointment (or such further time as is reasonable in the circumstances).
- 11.3.6 The determination of the independent expert will be final and binding subject only to any adjustment necessary to correct a manifest error of objective fact (including any assumptions made) or calculation apparent on the face of his determination. No opinion expressed by the independent expert may be challenged.
- 11.3.7 The independent expert will be acting as an expert and not as an arbitrator and the provisions of any applicable arbitration legislation are excluded to the fullest extent possible.
- 11.3.8 All costs and expenses of the determination process must be paid by the parties equally regardless of the outcome unless the independent expert determines otherwise.
- 11.3.9 Time is of the essence in making a determination under this clause and all parties and the independent expert must act with all due expedition in this process. The independent expert may extend any time period where he considers it reasonable in all of the circumstances.

11.4 Continued Performance

During the dispute resolution process, the parties must continue to perform their obligations under this Agreement

12. General

12.1 Notices

Any notice required to be served under this Agreement must be in writing and must be served by post, facsimile transmission or hand delivered to:

- 12.1.1 OC2 at its address set out in this Agreement, OC2's registered office address, the Licensed Area, or the last known address of OC2; and
- 12.1.2 the Owner at its address set out in this Agreement or any other address notified in writing to OC2 by the Owner.

12.2 Entire understanding

This Agreement contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Agreement and have no effect.

12.3 Waiver

If the Owner accepts the Agreement Fee or any other monies under this Agreement (before or after the end of this Agreement) or does not exercise or delays exercising any of the Owner's rights under this Agreement, it will not be a waiver of the breach of this Agreement by the OC2 or of the Owner's rights under this Agreement.

12.4 Additional clauses

This Agreement is subject to the Additional Clauses. The Additional Clauses override any inconsistent provisions in this Agreement.

13. Interpretation

13.1 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Victoria and waives any right to object to proceedings being brought in those Courts.

13.2 Persons

In this Agreement, a reference to a person includes a firm, partnership, association, corporation or other corporate body.

13.3 Joint and several

If a party consists of more than one person, this Agreement binds them jointly and each of them severally.

13.4 Legislation

In this Agreement, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

13.5 Clauses and headings

In this Agreement:

- 13.5.1 a reference to a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Agreement; and
- 13.5.2 headings and sub-headings are inserted for ease of reference only and do not effect the interpretation of this Agreement.

13.6 Severance

In this Agreement:

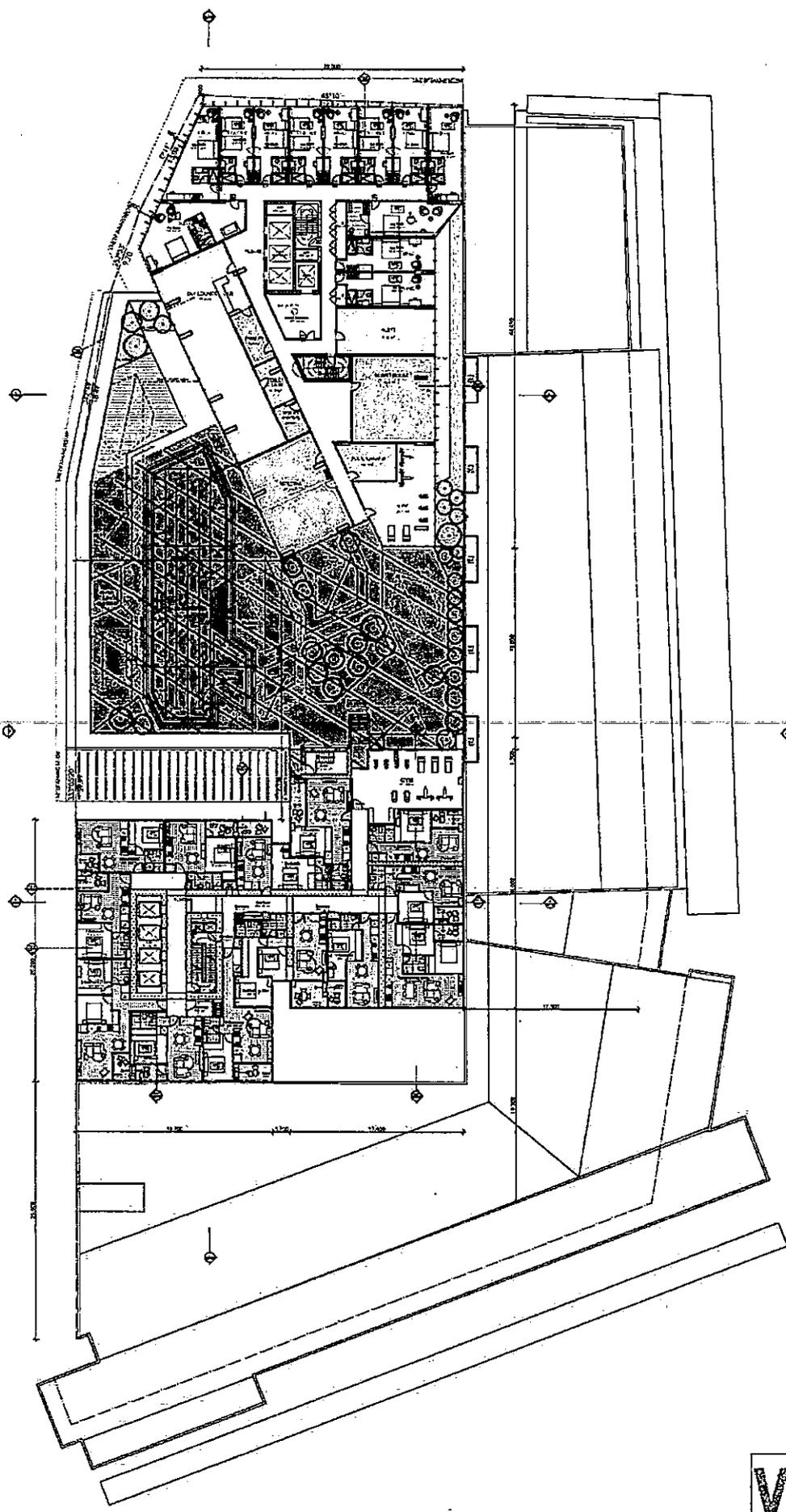
- 13.6.1 if a provision in this Agreement is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
- 13.6.2 if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Agreement.

13.7 Number and gender

In this Agreement, a reference to:

- 13.7.1 the singular includes the plural and vice versa; and
- 13.7.2 a gender includes the other genders.

DRAFT



WIP

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PS	AGovernor's selected floor levels	01	10/02/14
PH	base to existing	02	10/02/14
PC	Column placement (circles) and size	03	10/02/14
PD	Fire construction (W) & annotations	04	10/02/14
PT	Primary level	05	10/02/14
Rev	Designer	By	Date



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SD1108 P15

Annexure B

Annual Budget for First Financial Year ##[TBC. Estimated Budget Below. Please note this is an indicative first draft budget only and will change between now and the first meeting of OC2. The budget for the first Financial Year that is ultimately adopted may be for a greater total amount than specified below.]

ITEM	COST
- Pool/Spa, Maintenance	12,000
- Chemicals	10,000
- Bug Testing	16,000
- Gas heating for pool	15,000
- Timber deck maintenance	3,500
- Garden maintenance	28,000
- CO2	2,600
- Electricity	15,000
- Cleaning	42,000
- Painting	2,000
- Electrical Repairs	1,500
- Signs	1,000
- Sand filters	2,000
- Capital Expenditure	##[TBC]
TOTAL	##[TBC]

DRAFT

Annexure C

Assignment Notice

To: Owners Corporation No.2 on Plan No PS728852M (Owners Corporations)

From: [Assignor]

Agreement: The Agreement dated [date] between Owners Corporation No.2 on Plan No. PS728852M and the Assignor

1. The Assignor hereby gives notice to the Owners Corporations in accordance with clause 9.2 of the Agreement that the Assignor has [assigned/sub licensed] the Agreement to **##[Insert assignee/ sub-licensee] (Assignee)** with effect from [date].
2. The Assignee hereby agrees and acknowledges that it will comply with the obligations of the Assignor contained in the Agreement.

Dated the [day] of [month] of [year]

3. The Owners Corporation acknowledges receipt of this Assignment Notice, and agrees and acknowledges that it will continue to observe and perform the obligations of the OC2 under the Agreement as if the Assignee was named as the Licensor in the Agreement.

Dated the [day] of [month] of [year]

THE COMMON SEAL of OWNERS CORPORATION)
 NO. 2 ON PLAN NO. PS728852M was affixed in)
 accordance with Sections 20 and 21 of the Owners)
 Corporations Act 2006 in accordance with a resolution)
 dated in the presence of:)

.....
 Lot Owner:

##[Insert sealing clause for Assignor]

##[Insert sealing clause for Assignee]

Amount owing under any other registered or unregistered statutory charge that secures an amount due under any other legislation: Nil.

4.	SERVICES	Connected	Authority
4.1	Electricity	No	
4.2	Gas	No	
4.3	Water	No	
4.4	Sewerage	No	
4.5	Telephone	No	

Warning: Purchasers should check with the appropriate authorities as to the availability of and the cost of providing any essential services not connected to the land.

If water supply or sewerage connected to the land is not of the standard level available in the locality, the particulars of the level of service provided are:

Nil

The Purchaser is responsible to arrange for the connection of any services not connected. The Purchaser is also liable for any connection fees for any services not connected.

5. BUILDING APPROVALS AND INSURANCE

5.1 Details of any building permit granted during the past 7 years under the *Building Act 1993* (required only where the property includes a residence) are contained in the attached certificate or statement;

5.2 Particulars of any guarantee issued in the past 7 years under the *House Contracts Guarantee Act 1987* (required where the property includes a residence constructed by an owner/builder) - no such guarantee has been issued;

5.3 Particulars of any required insurance under the *Building Act 1993* applying to a residence which was constructed within the preceding 6 years and 6 months (required where the property includes a residence to which section 137B *Building Act 1993* applies) - no such insurance has been effected;

6. **NOTICES** - Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal affecting the property including:

6.1 current land use restriction notice given in relation to the land under the *Agricultural and Veterinary Chemicals Act 1992* due to contamination;

6.2 notice pursuant to section 6 of the *Land Acquisition and Compensation Act 1986*;

None to the vendor's knowledge

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

Register Search Statement - Volume 11410 Folio 590

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

VOLUME 11410 FOLIO 590

Security no : 124050459922M
Produced 12/05/2014 10:14 am

LAND DESCRIPTION

Lot D1 on Plan of Subdivision 702744L.

PARENT TITLES :

Volume 10939 Folio 130

Volume 11081 Folio 780 to Volume 11081 Folio 782

Created by instrument PS702744L 19/03/2013

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

METEORITE LAND (PEARL RIVER) PTY LTD of LEVEL 19 15 WILLIAM STREET MELBOURNE
VIC 3000
AK759349N 04/12/2013

ENCUMBRANCES, CAVEATS AND NOTICES

CAVEAT as to part AE112356D 12/01/2006

Caveator

CITIPower PTY

Capacity SEE CAVEAT

Lodged by

CITIPower PTY

Notices to

CITIPower PTY, COMPANY SECRETARY of LEVEL 8 40 MARKET STREET MELBOURNE VIC
3000

CAVEAT AK759461U 04/12/2013

Caveator

URBAN RENEWAL AUTHORITY VICTORIA

Capacity CHARGE

Date of Claim 29/11/2013

Lodged by

MINTER ELLISON

Notices to

MINTER ELLISON of 710 COLLINS STREET DOCKLANDS VIC 3008

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 as to part Section 173 Planning and Environment Act 1987
AH085765E 10/03/2010

AGREEMENT as to part Section 173 Planning and Environment Act 1987
AJ383081H 19/12/2011

AGREEMENT as to part Section 173 Planning and Environment Act 1987

AJ383082F 19/12/2011

AGREEMENT as to part Section 173 Planning and Environment Act 1987
AJ383083D 19/12/2011

AGREEMENT as to part Section 173 Planning and Environment Act 1987
AJ383084B 19/12/2011

DIAGRAM LOCATION

SEE PS702744L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 443-451 DOCKLANDS DRIVE DOCKLANDS VIC 3008

DOCUMENT END

**Delivered from the Landata ® System by SAI Global Property Division Pty Ltd
Delivered at 12/05/2014, for Order Number 21159556. Your reference: NJS:6174461.001.**

Signed by Council: Melbourne City Council, Council Ref: TP-2012-93, SA-2012-12, Original Certification: 18/04/2012, S.O.C.: 18/04/2012

PLAN OF SUBDIVISION		Stage No. <hr/>	LR use only EDITION 1	Plan Number PS 702744L
Location of Land Parish: MELBOURNE NORTH Township: Section: Crown Allotment: 98 PART Crown Portion: 3F (PART) Title Reference: VOL 10939 FDL 130 VOL 11081 FOL 780 VOL 11081 FOL 781 VOL 11081 FOL 782 Last Plan Reference: LDT B ON PS 527877Q LDT 1, 2 & 3 ON PS 621156E Postal Address: 6 - 22 PEARL RIVER ROAD, (at time of subdivision) 425 - 451 DOCKLANDS DRIVE, DOCKLANDS, VIC, 3008 MGA Co-ordinates E 318 500 Zone: 55 (of approx. centre of land in plan) N 5 812 700		Council Certification and Endorsement Council Name: MELBOURNE CITY COUNCIL Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council Delegate Council Seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
Vesting of Roads and/or Reserves		Notations		
Identifier	Council/Body/Person	Staging This is/is not a staged subdivision Planning Permit No. TP-2012-93		
BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS MEDIAN: BOUNDARIES SHOWN THUS M FLOORS AND CEILINGS EXTERIOR FACE: BOUNDARIES SHOWN THUS E INTERIOR FACE: ALL OTHER BOUNDARIES		Depth Limitation 100 METRES BELOW THE SURFACE THE LEVEL DATUM USED IS THE AUSTRALIAN HEIGHT DATUM. PM-266-OF-REDUCED-LEVEL-1.75-METRES-DATED-1/02/2001-WAS-USED--VIDE-PS-621156E THE RESTRICTION CONTAINED WITHIN PS 621156E AFFECTING LOT 3 DN PS 621156E WILL MERGE ON REGISTRATION OF THIS PLAN B DENOTES BALCONY Survey This plan is/ is not based on survey This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No.		
THIS IS A SPEAR PLAN				
Easement Information				
Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)		LR use only		
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
	SEE SHEET 2 FOR DETAILS			
		Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date 25/2/13		
		LR use only PLAN REGISTERED TIME 9:14 DATE 19/2/2013 S. Bobko Assistant Registrar of Titles		
		Sheet 1 of 18 sheets		
BOUNDARY RE-ALIGNMENT - 3 LOTS Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 18 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992		LICENSED SURVEYOR (PRINT) ANDREI FIJAN SIGNATURE DATE / / REF 7596003 16/04/12 VERSION C DWG 759600FC		
		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3		

PLAN OF SUBDIVISION	Stage No. <hr style="width: 50px; margin: 0 auto;"/>	Plan Number PS 702744L
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Easement Information

Legend:

E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance

A – Appurtenant Easement
R – Encumbering Easement (Road)

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	WAY (LIMITED IN HEIGHT AND DEPTH, SEE BELOW).	1:20	PS 527877Q	LOTS 101W TO 108W, 110W, 112W, 113W, 201W TO 205W, 211W, 213W, 214W, 301W TO 304W AND P2 IN PS 527877Q.
E-1	WAY (LIMITED IN HEIGHT AND DEPTH, SEE BELOW).	1:20	THIS PLAN	LOT D1 ON THIS PLAN
E-2	WAY (LIMITED IN HEIGHT AND DEPTH, SEE BELOW).	1:20	PS 527877Q	LOTS 101E TO 1116E, 118E, 201E TO 214E, 301E TO 304E AND P4 IN PS 527877Q.
E-2	WAY (LIMITED IN HEIGHT AND DEPTH, SEE BELOW).	1:20	THIS PLAN	LOT D3 ON THIS PLAN
E-3	LIGHT (LIMITED IN HEIGHT, SEE BELOW).	1:40	PS 527877Q	LOTS IN OWNERS CORPORATION No. 3 ON PS 527877Q
E-4	LIGHT (LIMITED IN HEIGHT, SEE BELOW).	1:40	PS 527877Q	LOT 205W IN PS 527877Q
E-5	LIGHT (LIMITED IN HEIGHT, SEE BELOW).	1:40	PS 527877Q	LOTS IN OWNERS CORPORATION No. 4 ON PS 527877Q
E-11	WAY (LIMITED IN HEIGHT AND DEPTH, SEE BELOW).	SEE DIAG	PS 621156E	LOTS 101W TO 108W, 110W, 112W, 113W, 201W TO 205W, 211W, 213W, 214W, 301W TO 304W AND P2 IN PS 527877Q.
E-12	WAY (LIMITED IN HEIGHT AND DEPTH, SEE SECTIONS)	VARIES SEE PLAN	PS 621156E	LOTS 101E TO 1116E, 118E, 201E TO 214E, 301E TO 304E AND P4 IN PS 527877Q.

ADDITIONAL EASEMENT NOTATIONS

EASEMENTS E-1 AND E-2 ARE LIMITED IN HEIGHT TO 2.40 METRES ABOVE GROUND LEVEL.

EASEMENTS E-3 AND E-4 ARE LIMITED IN DEPTH TO THE MEDIAN OF THE CEILING AT THE FIRST LEVEL AND HAVE NO UPPER LIMIT.

E-5 ARE LIMITED IN DEPTH TO THE MEDIAN OF THE CEILING AT THE FIRST LEVEL

SECTION 12(2) RIGHTS YIDE PS 512048R, PS 527877Q AND PS 621156E AFFECT THE LAND HEREIN

EASEMENTS E-6, E-7, E-8, E-9 & E-10 ARE OMITTED FROM THIS PLAN

Sheet 2

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992



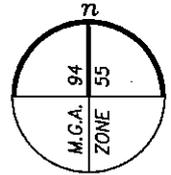
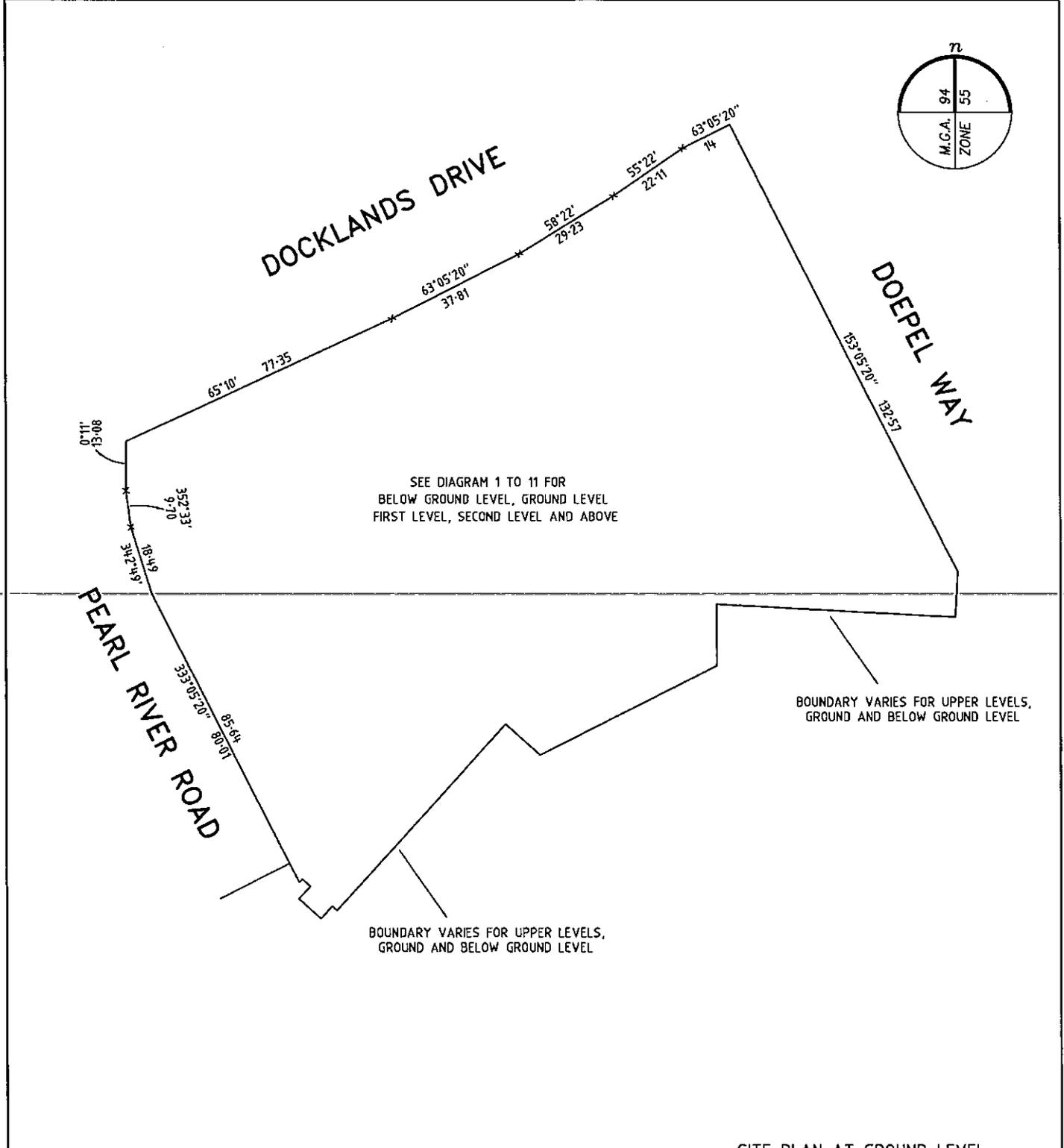
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DWG 759600FC

DATE / /

COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	Stage No. _____	Plan Number PS 702744L
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SITE PLAN AT GROUND LEVEL
BOUNDARY VARIES FOR UPPER LEVELS
AND BELOW GROUND LEVEL

DIAGRAM 1

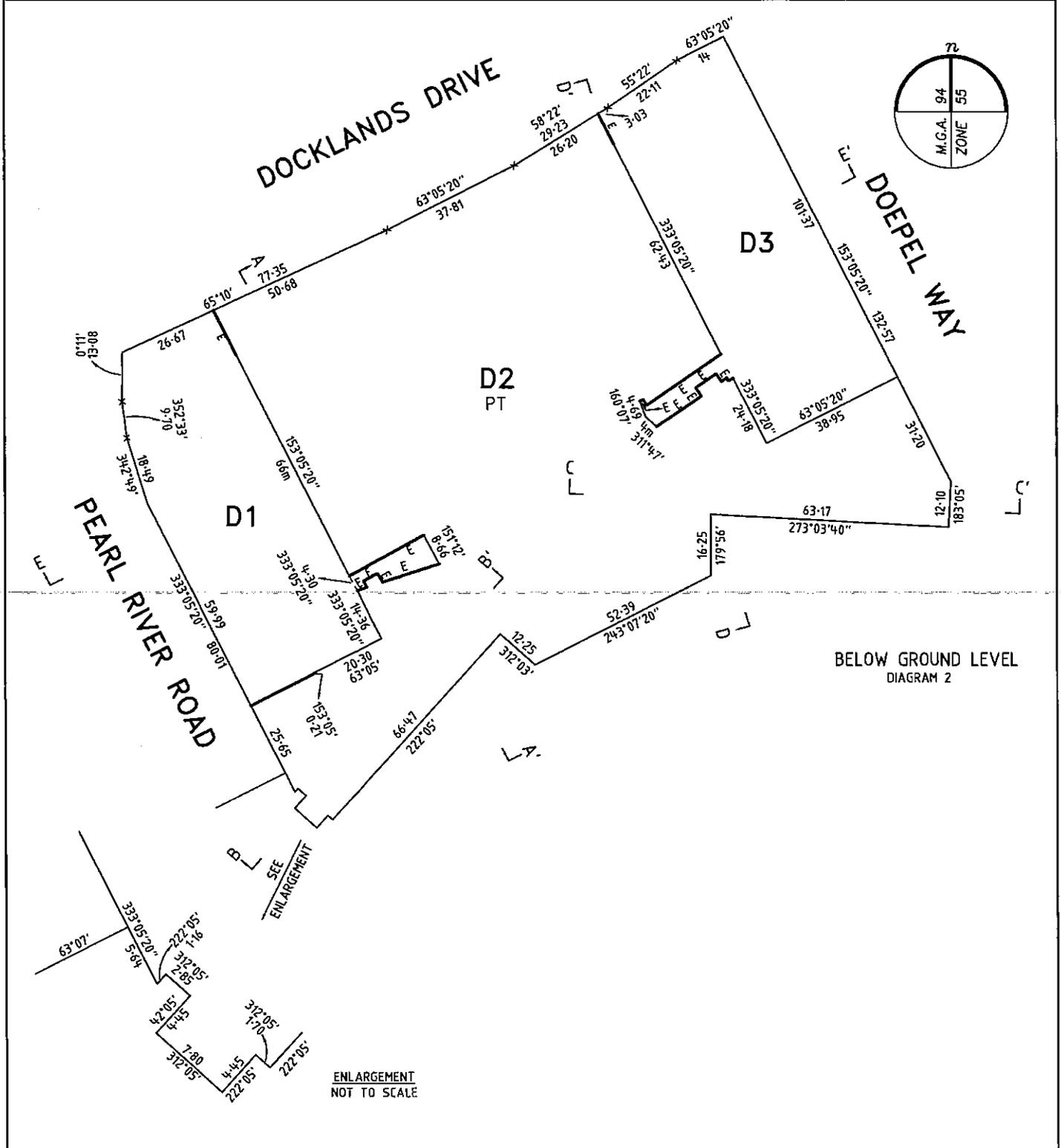
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 Vic 3205 Australia DX 20524 Emerald Hill
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ORIGINAL	SCALE
SCALE 1:1000	SHEET SIZE A3
<p>LENGTHS ARE IN METRES</p>	

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DATE / /
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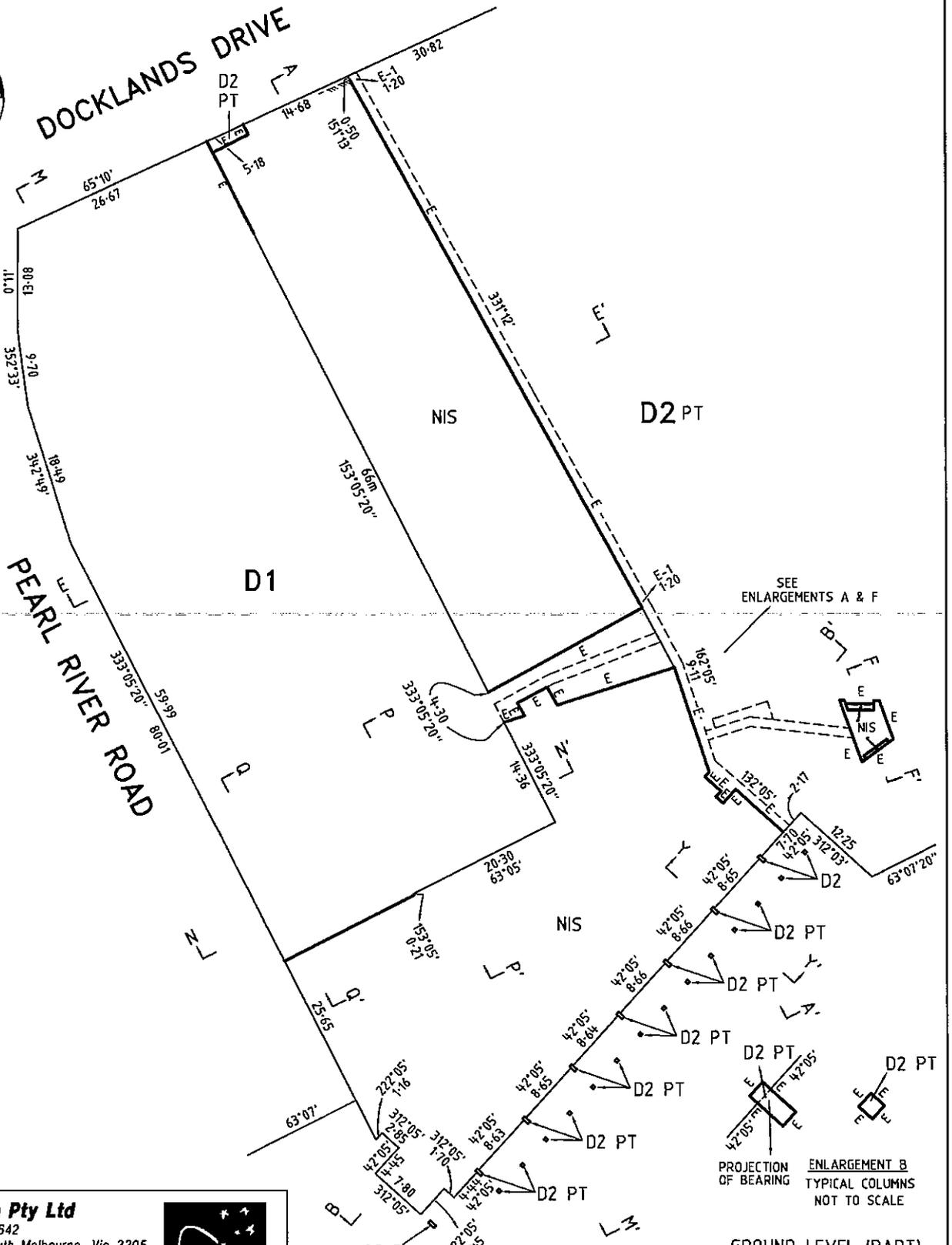
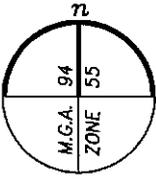


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SCALE 1:1000	SHEET SIZE A3	

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Sheet 4
DATE / /
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PLAN OF SUBDIVISION	Stage No. _____	Plan Number PS 702744L
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GROUND LEVEL (PART)
 DIAGRAM 4

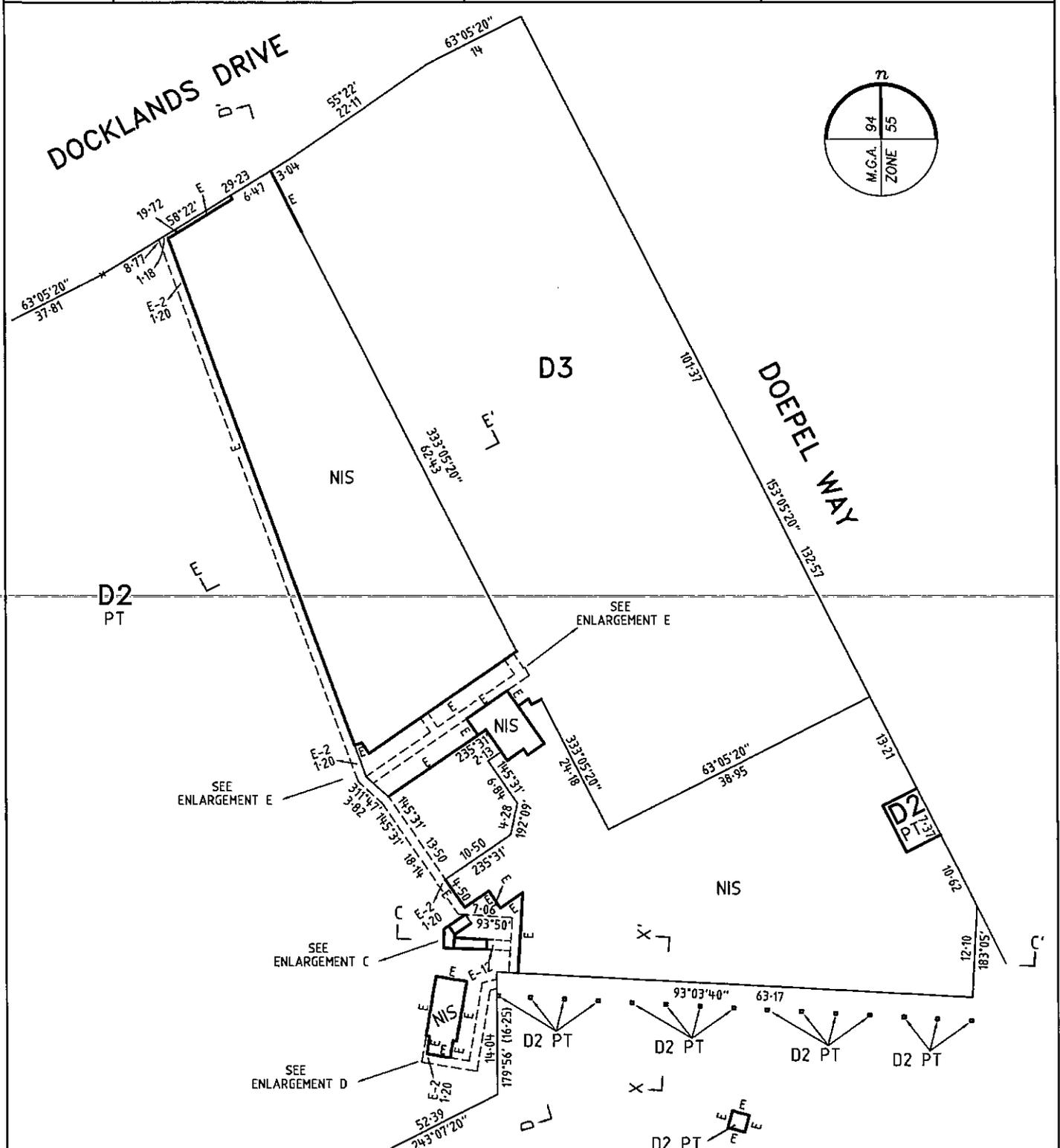
Sheet 6

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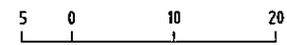
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Original sheet size A3	

PLAN OF SUBDIVISION	Stage No. _____	Plan Number PS 702744L
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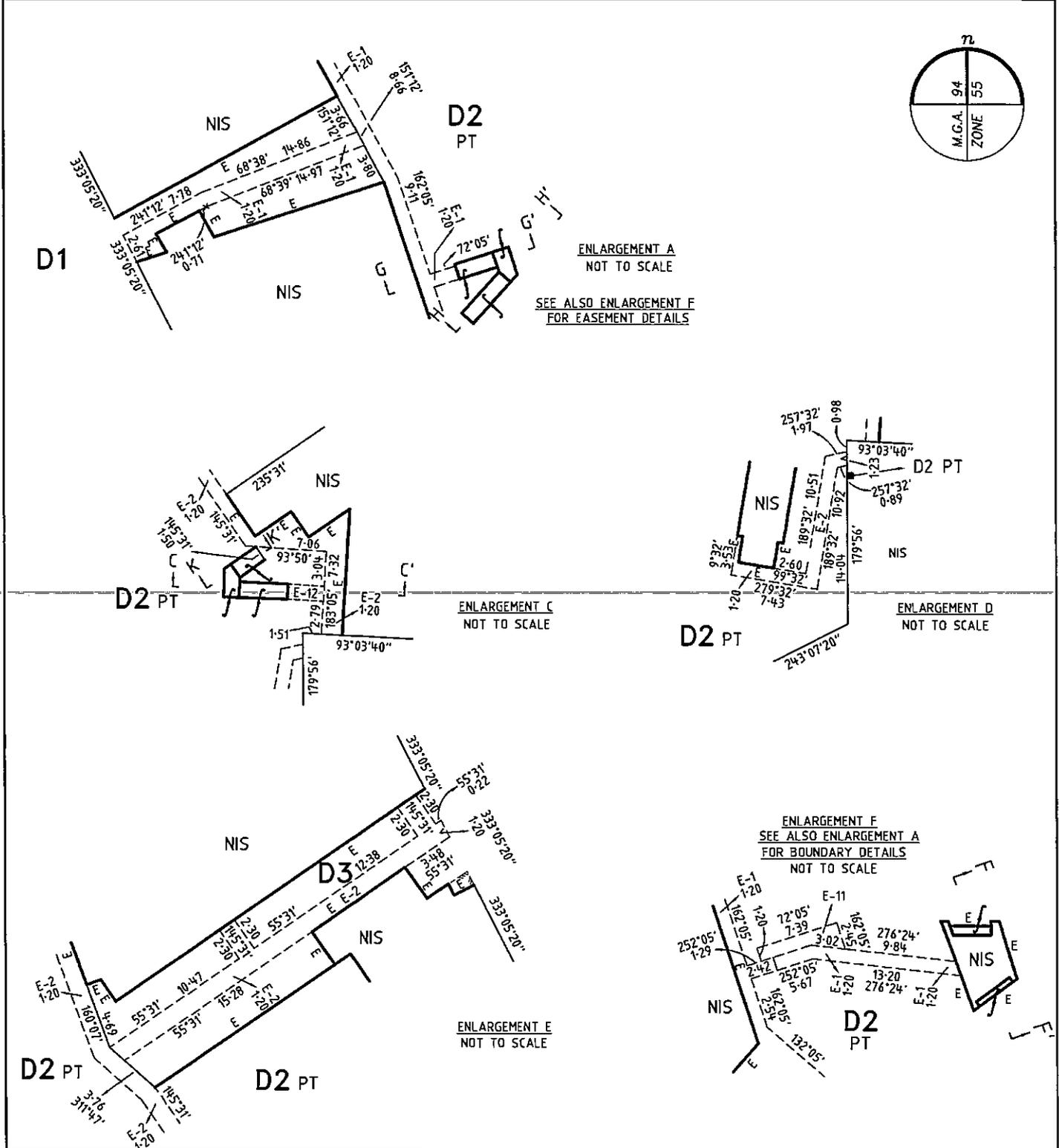
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SCALE 1:500	SHEET SIZE A3	

ENLARGEMENT
TYPICAL COLUMNS
NOT TO SCALE

GROUND LEVEL (PART)
DIAGRAM 5

SHEET 7 _____ DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3	LICENSED SURVEYOR (PRINT) ANDREI FIJAN SIGNATURE DIGITALLY SIGNED DATE / / REF 7596003 16/04/12 VERSION C DWG 759600FC
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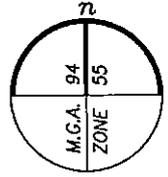
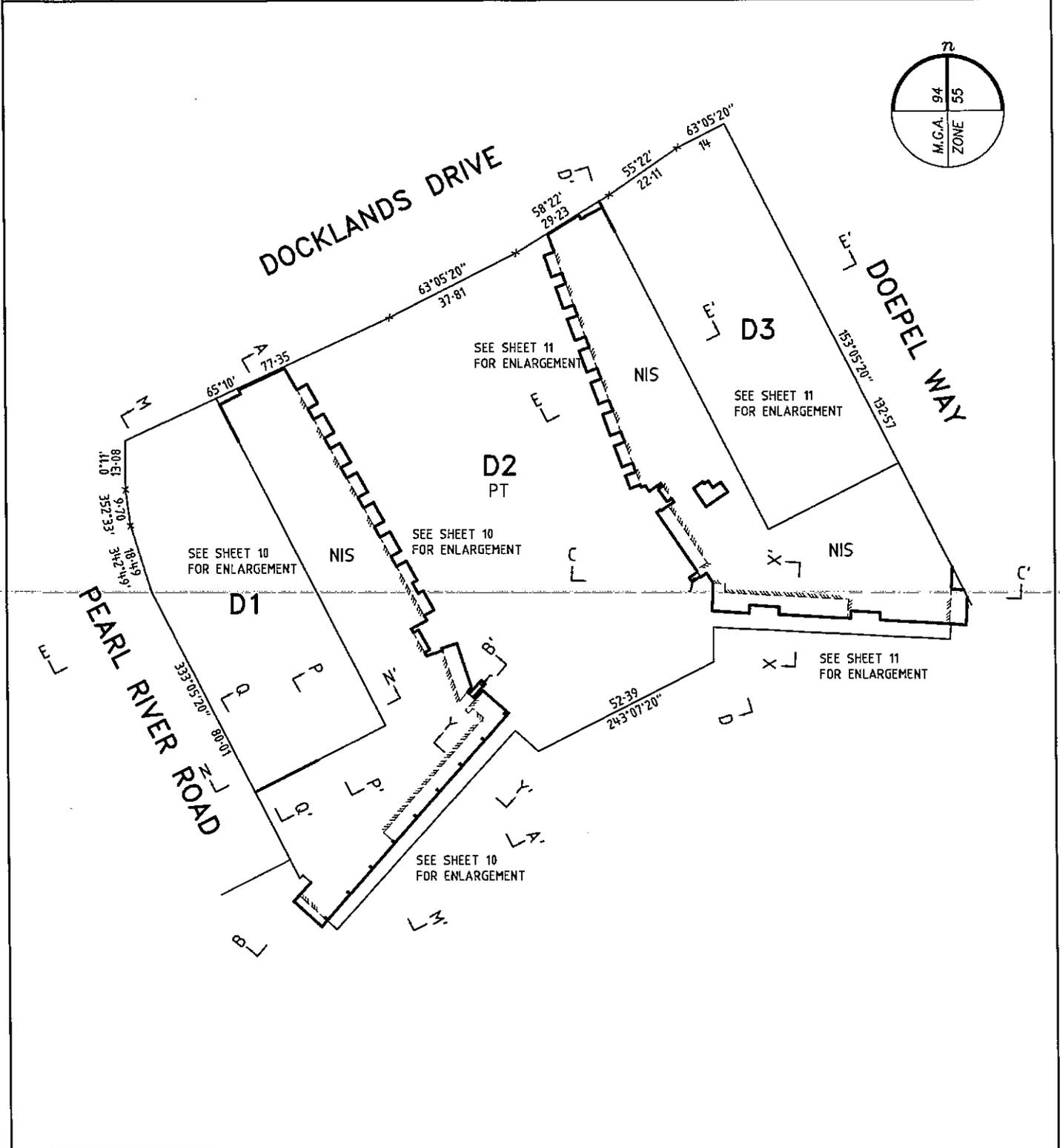
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Sheet 8
DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

PLAN OF SUBDIVISION	Stage No. _____	Plan Number PS 702744L
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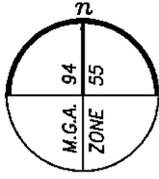
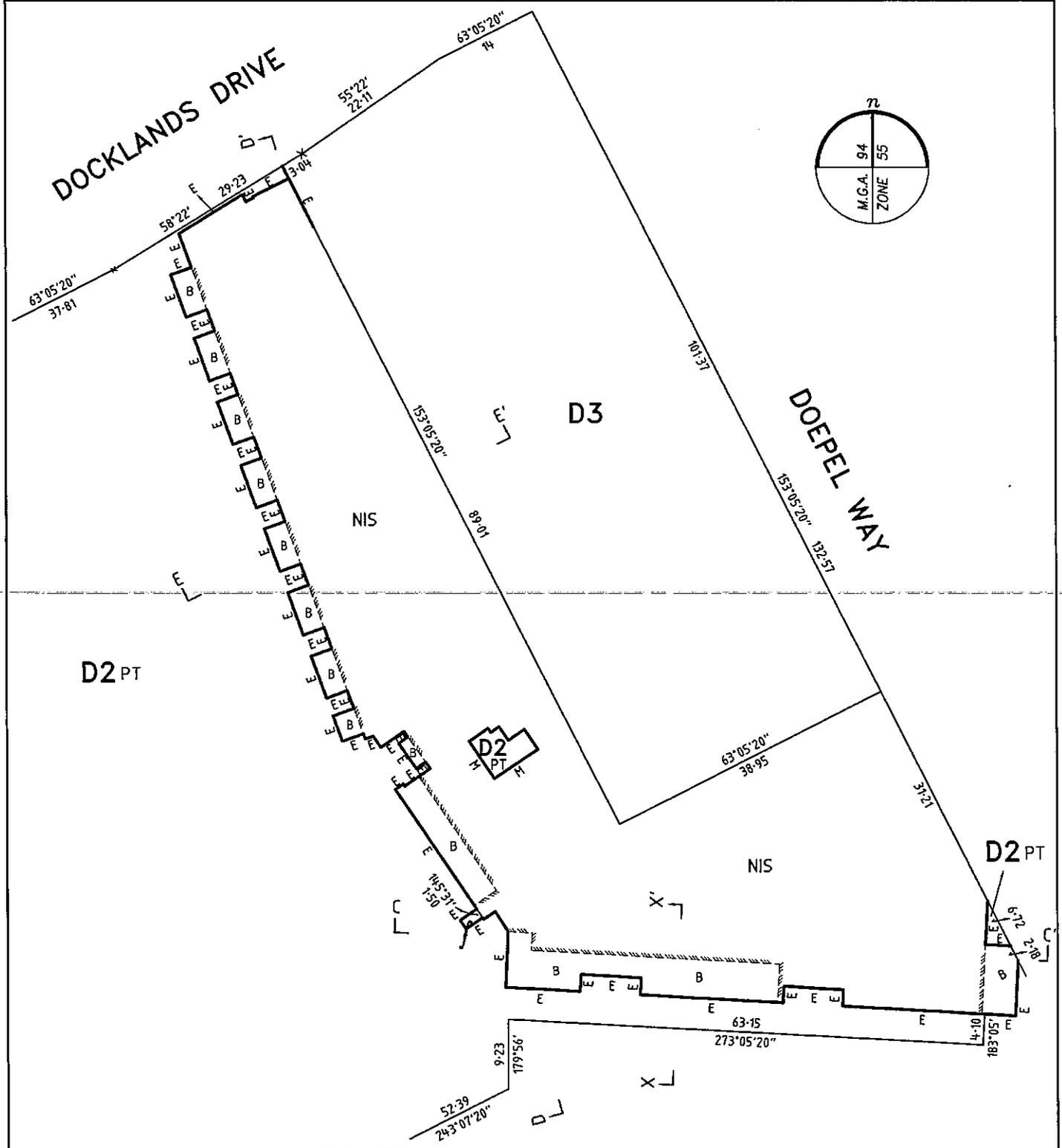
FIRST LEVEL
 DIAGRAM 6

Sheet 9
_____ DATE / /
_____ COUNCIL DELEGATE SIGNATURE
Original sheet size A3

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SCALE	SHEET SIZE	
1:1000	A3	LENGTHS ARE IN METRES

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PLAN OF SUBDIVISION	Stage No. _____	Plan Number PS 702744L
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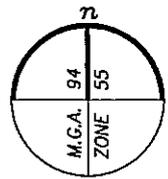
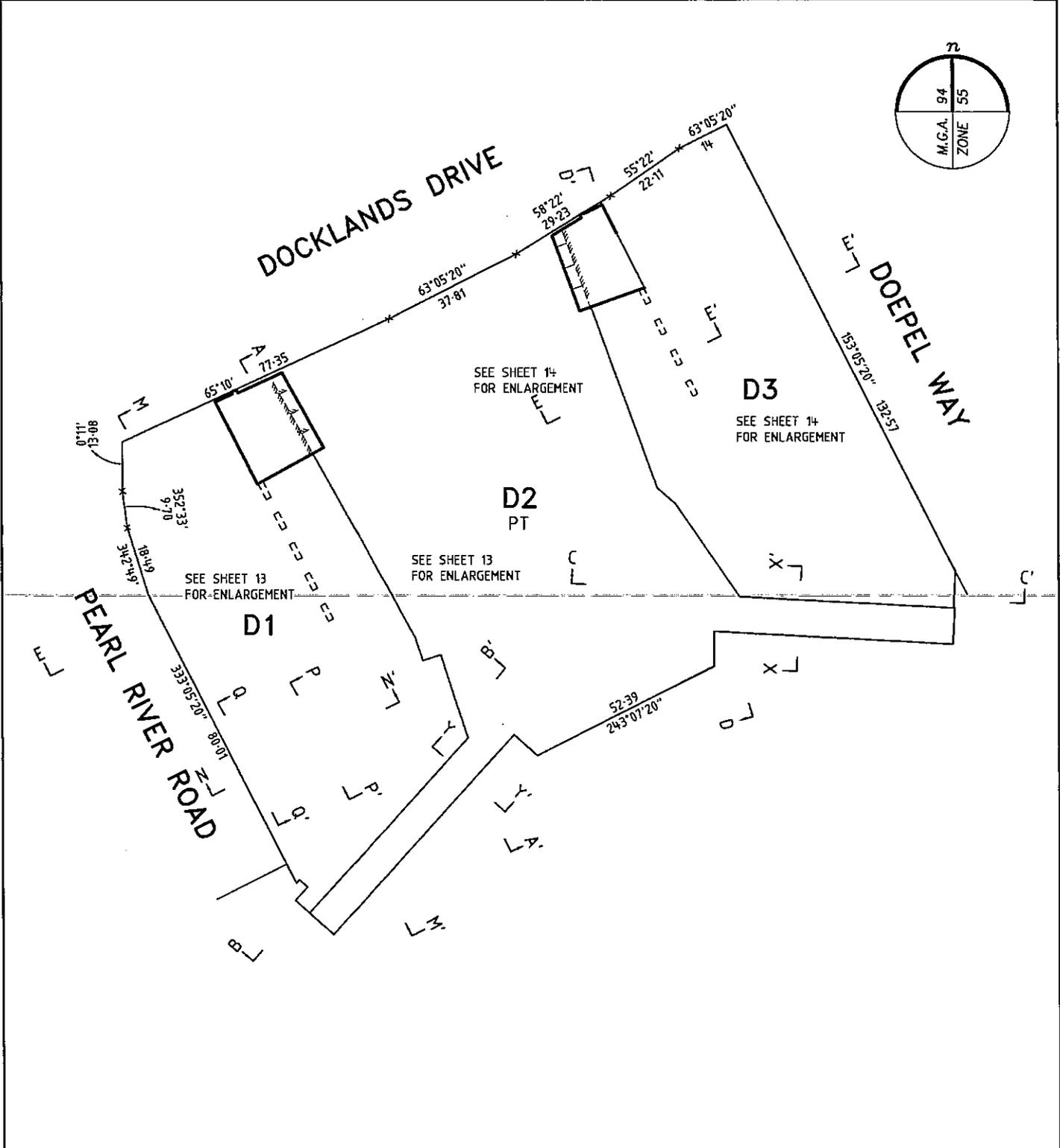


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FIRST LEVEL (PART) DIAGRAM 8
Sheet 11
DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

PLAN OF SUBDIVISION	Stage No. _____	Plan Number PS 702744L
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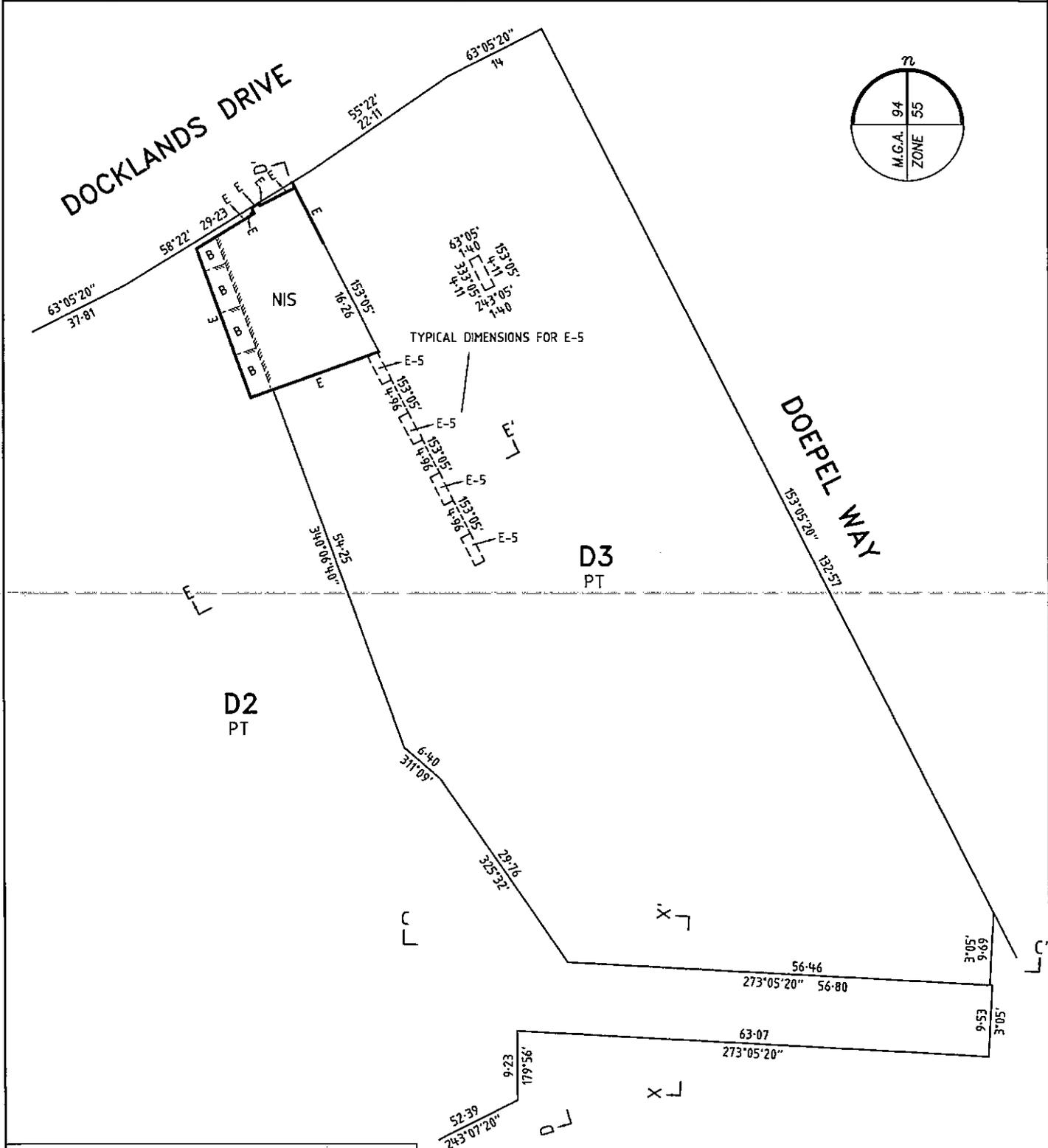
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**SECOND LEVEL
AND ABOVE**
DIAGRAM 9

ORIGINAL	SCALE	LICENSED SURVEYOR (PRINT) ANDREI FIJAN	Sheet 12
SCALE 1:1000	SHEET SIZE A3	SIGNATURE DATE / /	DATE / /
<p>LENGTHS ARE IN METRES</p>		REF 7596003 DWG 759600FC 16/04/12 VERSION C	COUNCIL DELEGATE SIGNATURE
			Original sheet size A3

Signed by Council: Melbourne City Council, Council Ref: TP-2012-93, SA-2012-12, Original Certification: 18/04/2012, S.O.C.: 18/04/2012

PLAN OF SUBDIVISION	Stage No. _____	Plan Number PS 702744L
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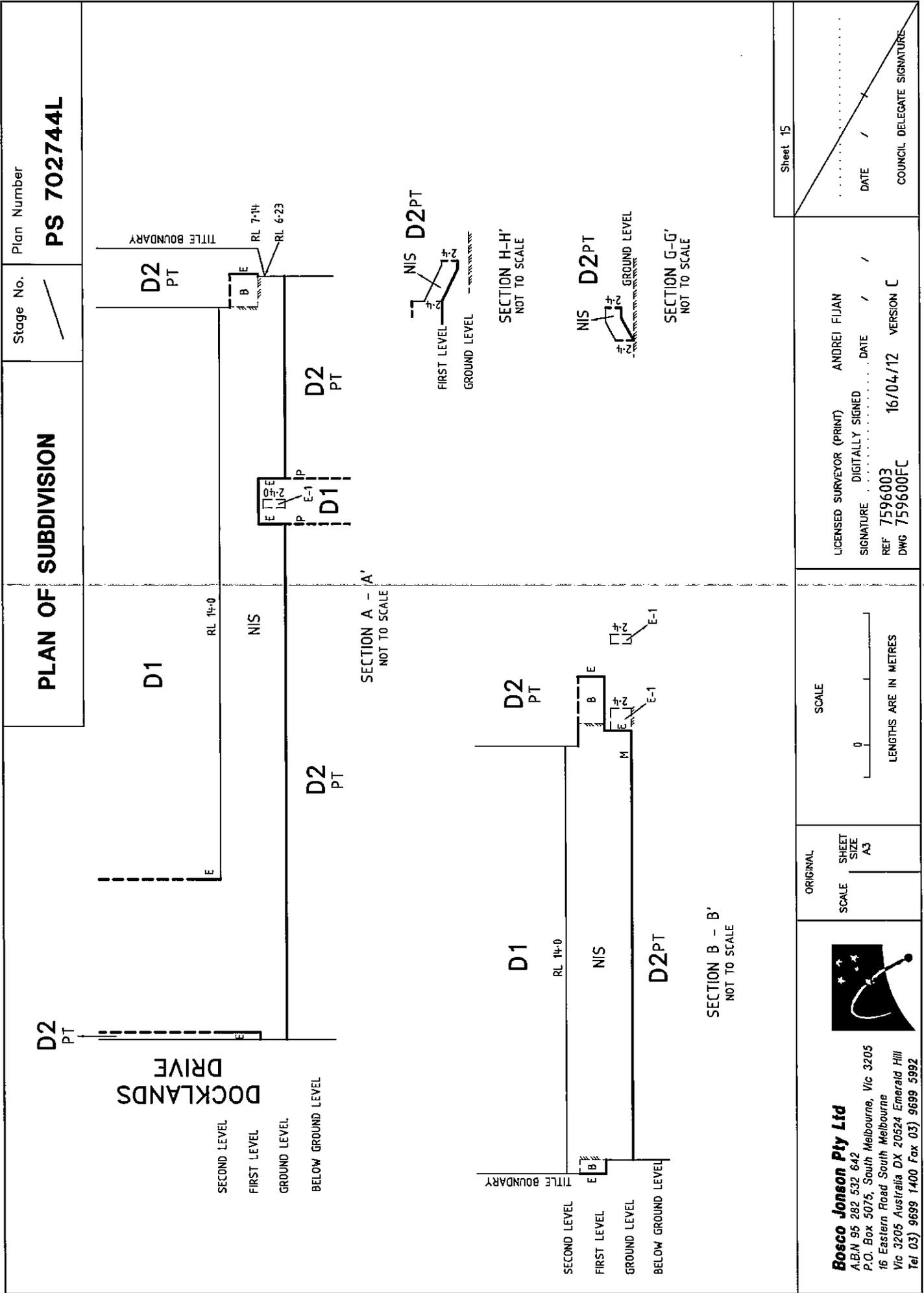


SECOND LEVEL AND ABOVE (PART)
 DIAGRAM 11

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Sheet 14
DATE / /
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ORIGINAL SCALE SHEET SIZE A3

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 LENGTHS ARE IN METRES

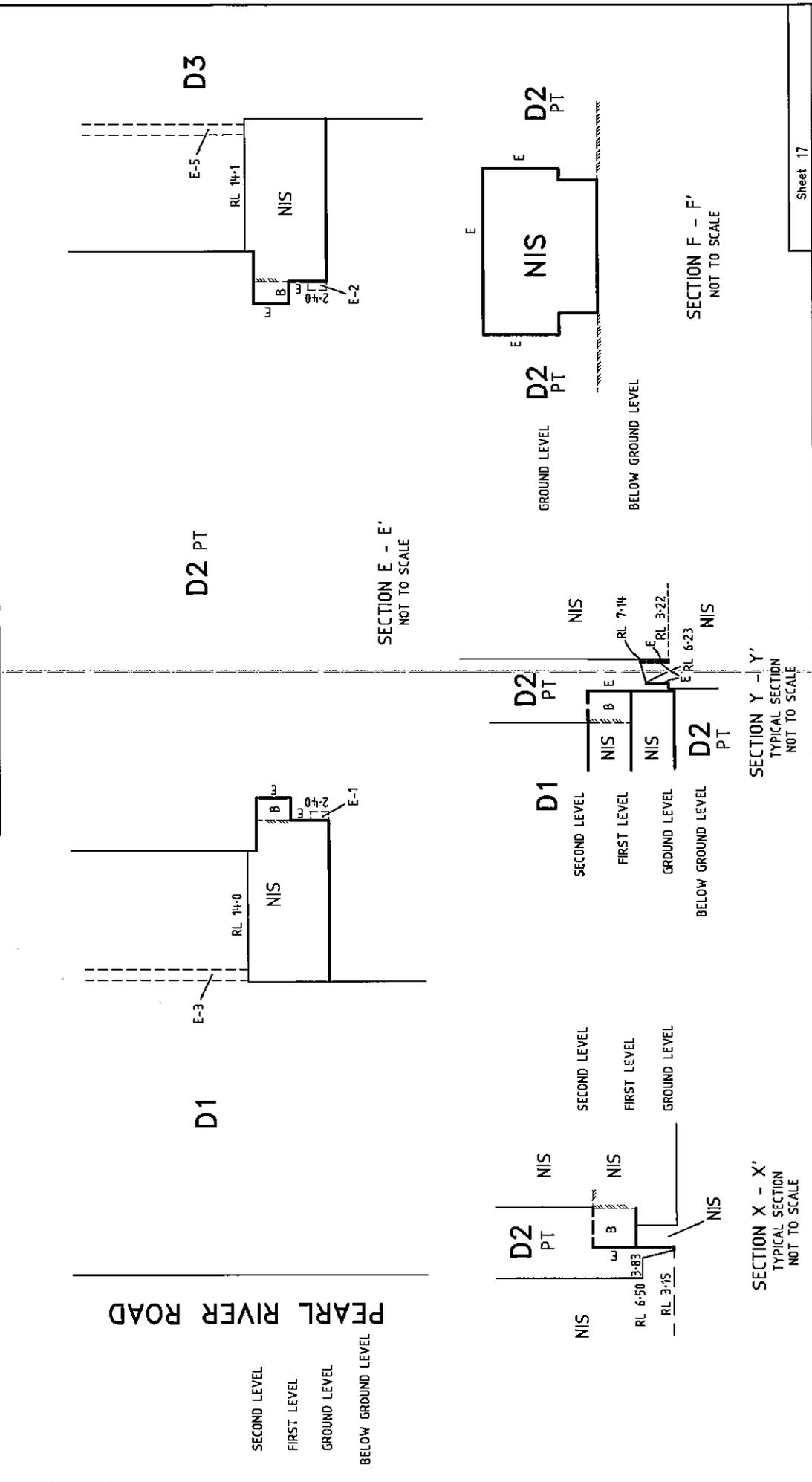
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 DWG 759600FC

Sheet 15
 DATE / /
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Plan Number
PS 702744L

Stage No.



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Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL SCALE SHEET SIZE A3

SCALE

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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN

SIGNATURE DIGITALLY SIGNED DATE / /

REF 7596003 16/04/12 VERSION C

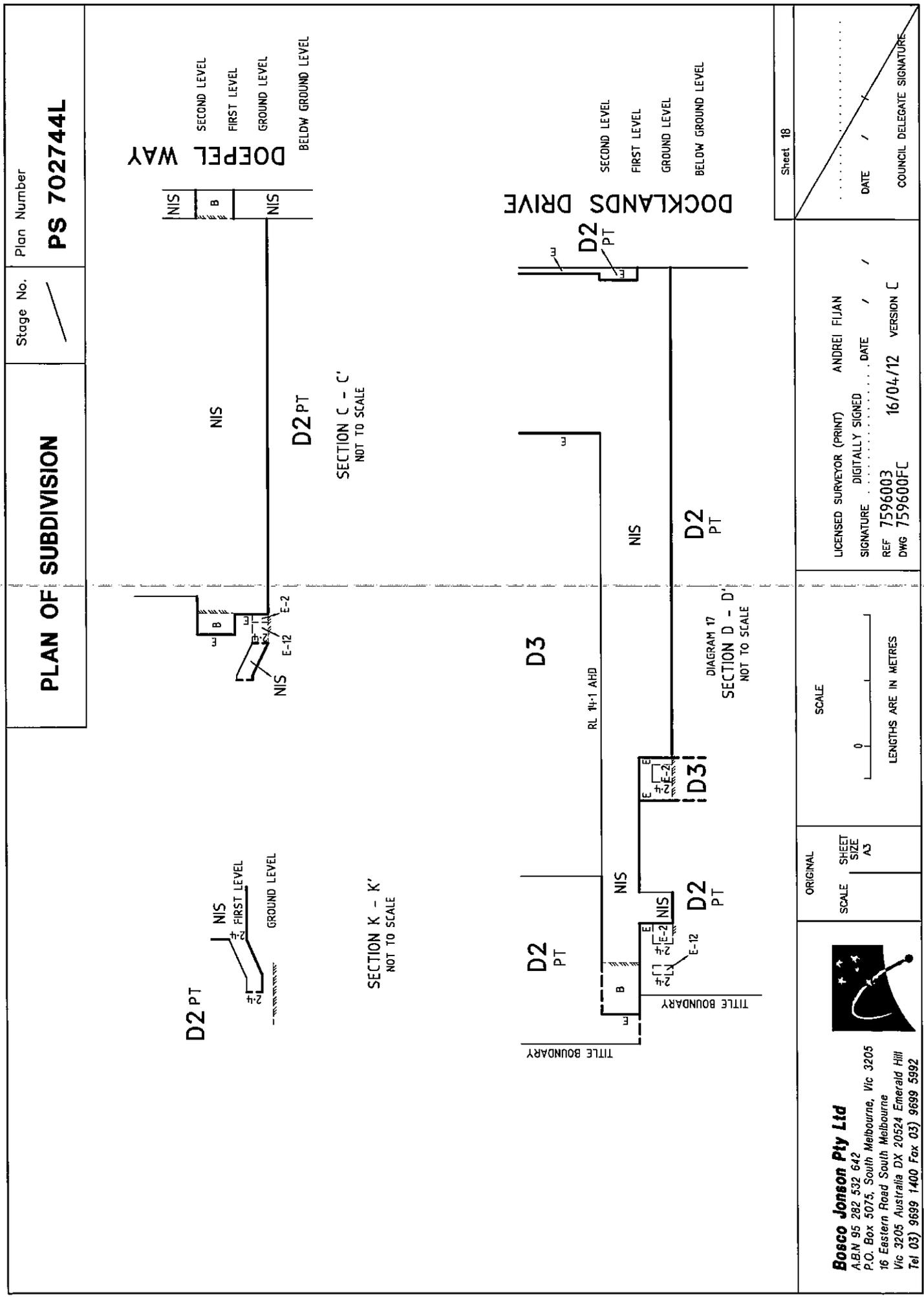
DWG 759600FC

DATE / /

COUNCIL DELEGATE SIGNATURE

Sheet 17

Signed by: ANDREI FIJAN (Bosco Jonson Pty Ltd) Surveyor's Plan Version (C) SPEAR Ref: S020729C 16/04/2012, Amended: 18/03/2013.



Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia DX 20524 Emerald Hill
 Tel (03) 9699 1400 Fax (03) 9699 5992

LICENSED SURVEYOR (PRINT) ANDREI FIJAN
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 7596003 16/04/12 VERSION C
 DWG 759600FC

SCALE
 0
 LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE A3

Sheet 18
 DATE / /
 COUNCIL DELEGATE SIGNATURE



**Plan of Subdivision PS702744L
Certification & Statement of Compliance (Form 6)**

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S020729C
Plan Number: PS702744L
Responsible Authority Name: Melbourne City Council
Responsible Authority Reference Number 1: TP-2012-93
Responsible Authority Reference Number 2: SA-2012-12
Surveyor's Plan Version: C

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has not been made

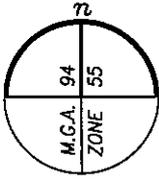
Digitally signed by Council Delegate: Leon Wilson
Organisation: Melbourne City Council
Date: 18/04/2012

PLAN OF SUBDIVISION		LV use only EDITION	Plan Number PS 728852M /S1
Parish: MELBOURNE NORTH Township: Section: Crown Allotment: 98 PART Crown Portion: 3F (PART) Title Reference: VOL FOL Last Plan Reference: LOT D1 ON PS 702744L Postal Address: 443 - 451 DOCKLANDS DRIVE, (at time of subdivision) DOCKLANDS, VIC, 3008 MGA 94 Co-ordinates E 318 500 Zone: 55 (of approx. centre of land in plan) N 5 812 675	Council Name: MELBOURNE CITY COUNCIL Council Ref:		
Vesting of Roads and/or Reserves		Notations	
Identifier	Council/Body/Person	Staging	This is/is not a staged subdivision Planning Permit No.
NIL	NIL	Survey	This plan is/ is not based on survey This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No.
BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS EXTERIOR FACE: BOUNDARIES SHOWN THUS E INTERIOR FACE: ALL OTHER BOUNDARIES ----- DENOTES EASEMENT ////// DENOTES STRUCTURE (NON BOUNDARY) B - BALCONY P - PROJECTION OF UNDERSIDE OF CEILING CP No.1 - COMMON PROPERTY No.1 CP No.2 - COMMON PROPERTY No.2		Depth Limitation 100 METRES BELOW THE SURFACE THE LEVEL DATUM USED IS THE AUSTRALIAN HEIGHT DATUM. PM 266 OF REDUCED LEVEL 1.75 METRES DATED 1/02/2001 WAS USED - VIDE PS 621156E COMMON PROPERTY No.1 IN ALL THE LAND IN THIS PLAN EXCEPT LOTS, LOT S2 AND CP No.2 THE STRUCTURE DEFINING THE BOUNDARY OF LOTS IN THE OWNERS CORPORATION SCHEDULE 2 (EXCEPT THE BOUNDARY BETWEEN LOTS IN THE OWNERS CORPORATION SCHEDULE 2 AND S2) INCLUDING WALLS, FLOORS AND CEILINGS ARE CONTAINED WITHIN CPNo.2 THE COLUMNS, SERVICE DUCTS AND PIPE SHAFTS CONTAINED WITHIN LOTS IN OWNERS CORPORATION SCHEDULE 2 ARE CONTAINED WITHIN CPNo.2 THE SLABS, BEAMS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS CONTAINED WITHIN THE AREA DELINEATED AS COMMON PROPERTY No.2 ON THE PLAN ARE CONTAINED WITHIN CPNo.2 THE STRUCTURE DEFINING THE BOUNDARY OF S2 INCLUDING WALLS, FLOORS AND CEILINGS ARE CONTAINED WITHIN CPNo.1 THE SLABS, BEAMS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS CONTAINED WITHIN THE AREA DELINEATED AS COMMON PROPERTY No.1 ON THE PLAN ARE CONTAINED WITHIN CPNo.1 THE STRUCTURE DEFINING A BOUNDARIES BETWEEN CP No2 (& LOTS) AND CP No.1 ARE CONTAINED WITHIN CPNo.1 ALL STRUCTURE WITHIN LOT S2 IS CONTAINED WITHIN LOT S2	
Easement Information			
Legend:		E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)	
Subject Land	Purpose	Width (metres)	Origin
E-1	WAY (LIMITED IN HEIGHT AND DEPTH, SEE BELOW).	1.20	PS 527877Q
E-3	LIGHT (LIMITED IN HEIGHT, SEE BELOW)	1.40	PS 527877Q
E-4	LIGHT (LIMITED IN HEIGHT, SEE BELOW)	1.40	PS 527877Q
Land Benefited/In Favour Of E-1: LOTS 101W TO 108W, 110W, 112W, 113W, 201W TO 205W, 211W, 213W, 214W, 301W TO 304W AND P2 IN PS 527877Q. E-3: LOTS IN OWNERS CORPORATION No. 3 ON PS 527877Q E-4: LOT 205W IN PS 527877Q			
EASEMENT E-1 IS LIMITED IN HEIGHT TO 2.40 METRES ABOVE GROUND LEVEL. EASEMENTS E-3 AND E-4 ARE LIMITED IN DEPTH TO THE MEDIAN OF THE CEILING AT THE FIRST LEVEL AND HAVE NO UPPER LIMIT. SECTION 12(2) RIGHTS VIDE PS 512048R, PS 527877Q, PS 621156E & PS 728818M AFFECT THE LAND HEREIN APPURTENANT EASEMENTS AFFECTED THE LAND HEREIN - SEE PS 728818M EASEMENT E-2 HAS BEEN OMITTED FROM THIS PLAN			
Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992		 LICENSED SURVEYOR (PRINT) ANDREI FIJAN SIGNATURE DIGITALLY SIGNED DATE / / REF 29853003 08/05/14 VERSION A DWG 2985300EA	
		Sheet 1 of 80 sheets	
		Original sheet size A3	

PLAN OF SUBDIVISION

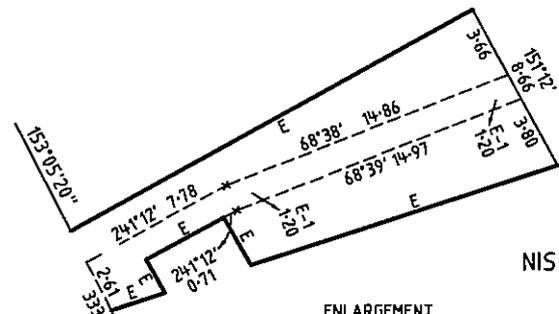
Plan Number

PS 728852M /S1



DOCKLANDS DRIVE
65°10' 26.67"

PEARL RIVER ROAD
333°05'20"



SEE SHEETS 3 TO 4 FOR
GROUND AND MEZZANINE LEVELS

SEE
ENLARGEMENT

SITE DIAGRAM
FOR
GROUND LEVEL &
MEZZANINE LEVEL,

DIAGRAM 1

Bosco Jonson Pty Ltd

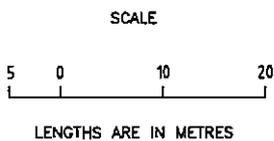
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Sheet 2

ORIGINAL
SCALE
1:500

SHEET
SIZE
A3



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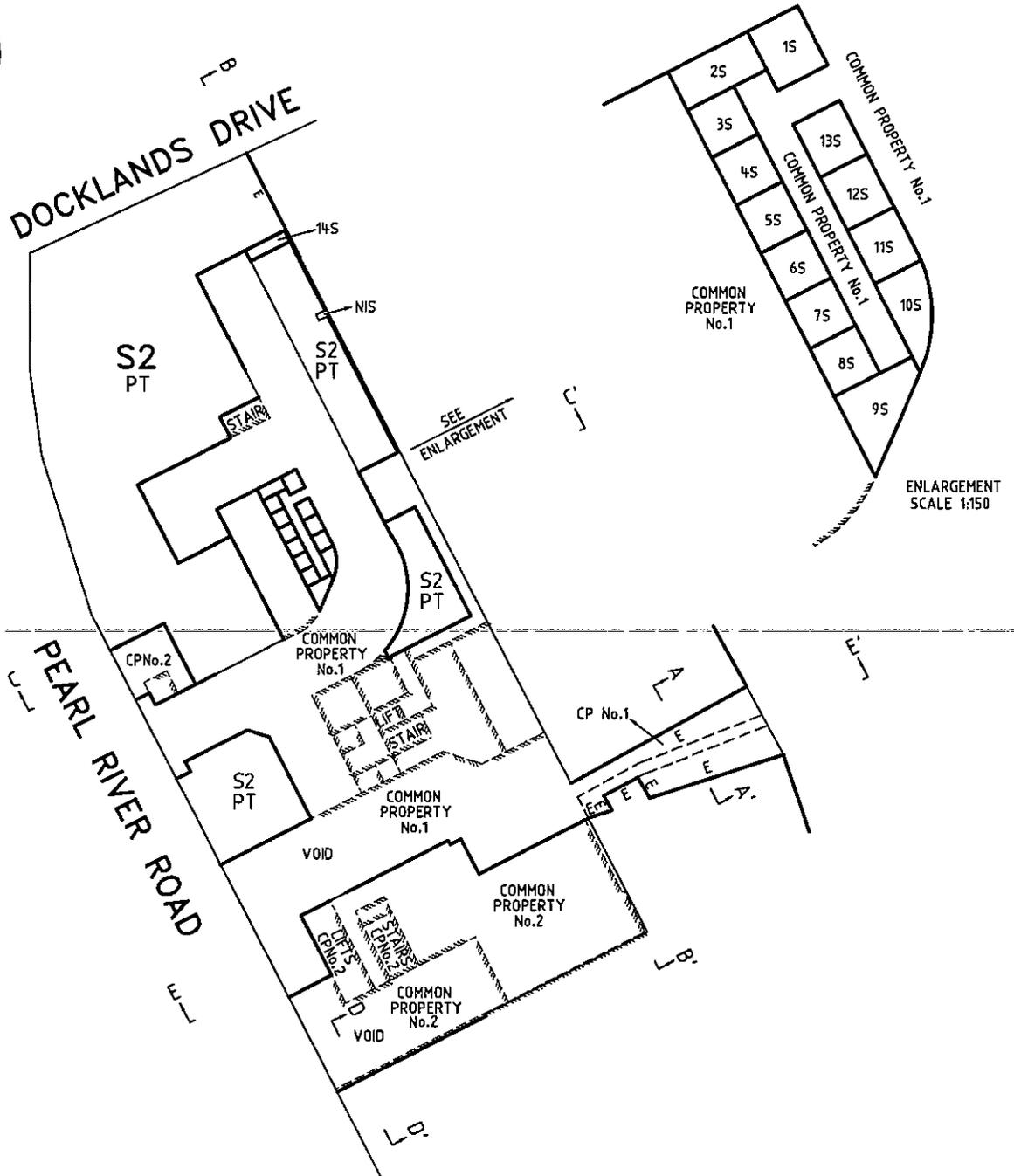
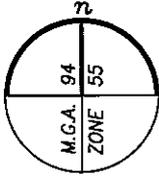
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DWG 2985300EA

PLAN OF SUBDIVISION

Plan Number

PS 728852M /S1



REFER TO SHEET 2 FOR EASEMENT DETAILS

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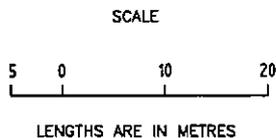
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MEZZANINE LEVEL
 DIAGRAM 3

Sheet 4

ORIGINAL
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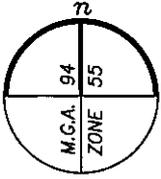


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PLAN OF SUBDIVISION

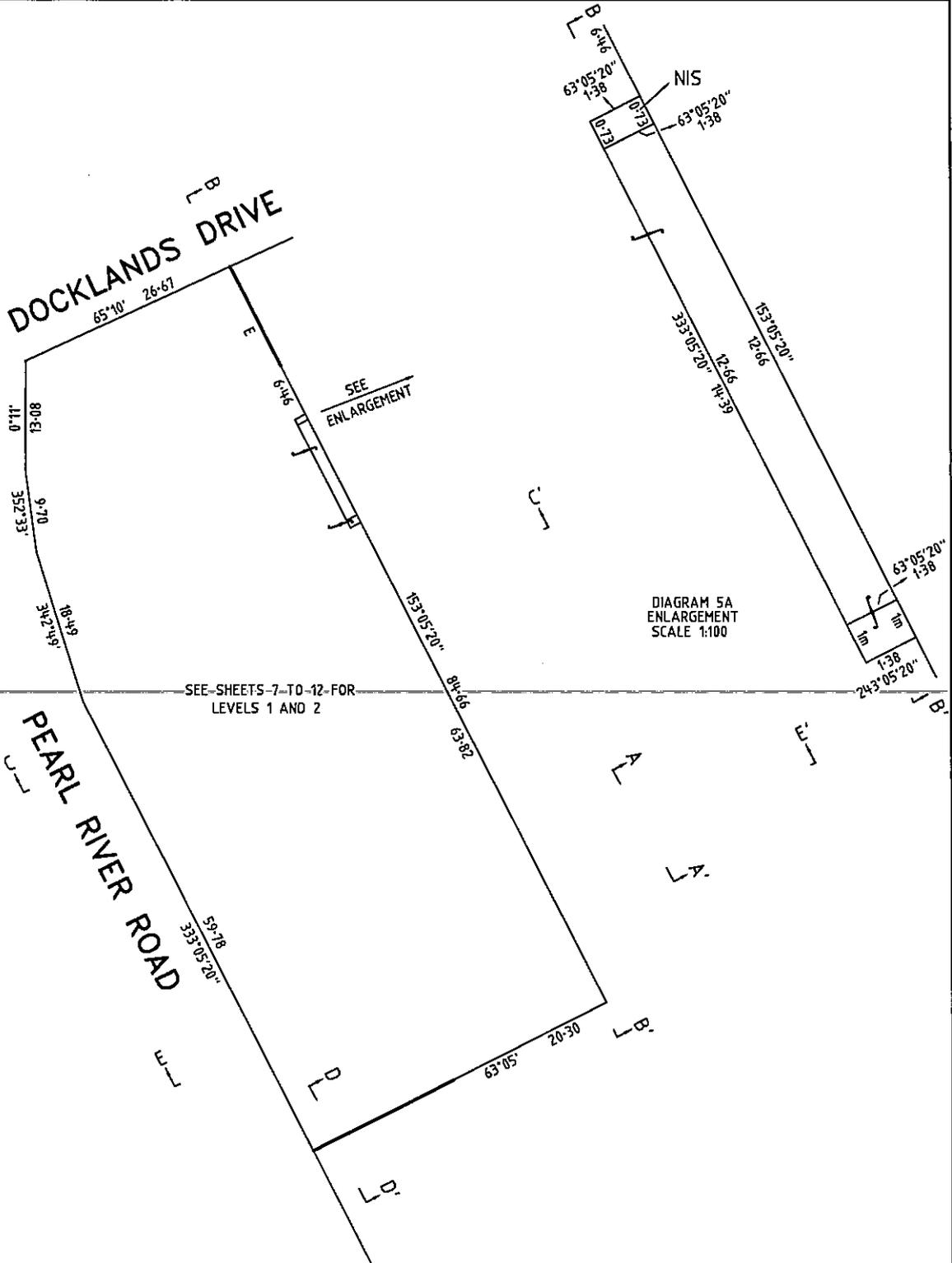
Plan Number

PS 728852M /S1



DOCKLANDS DRIVE

PEARL RIVER ROAD



SEE ENLARGEMENT

DIAGRAM 5A
ENLARGEMENT
SCALE 1:100

SEE-SHEETS 7-TO-12-FOR
LEVELS 1 AND 2

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SITE DIAGRAM
FOR
LEVELS 1 & 2

DIAGRAM 5

Sheet 6

ORIGINAL

SCALE

SCALE SHEET SIZE
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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN

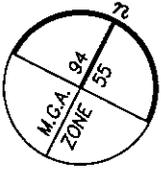
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PLAN OF SUBDIVISION

Plan Number

PS 728852M /S1



SEE SHEET 7

NIS

S2
PT

BL

STAIRS

101A
PT

BALCONY
101A pt

COMMON PROPERTY No.1
RAMP

P145

P144

S2
PT

P121

P143

P122

P142

P123

P141

BALCONY
102A pt

102A
PT

S2
PT

P124

P140

STAIRS

LIFT

COMMON PROPERTY No.2

1079S 1078S

P125

P139

1080S

1081S 1082S

P126

P138

103A
PT

BALCONY
103A pt

COMMON PROPERTY No.1
RAMP

P137

P108

P136

P109

P114

P127

P135

P110

P113

1077S 1076S

P134

104A
PT

BALCONY
104A pt

P111

SEE SHEET 9

1073S 1074S 1075S

SITE BOUNDARY

PEARL RIVER ROAD

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LEVEL 1 (PART)
DIAGRAM 7

Sheet 8

ORIGINAL

SCALE

SCALE SHEET SIZE
1:150 A3



LENGTHS ARE IN METRES

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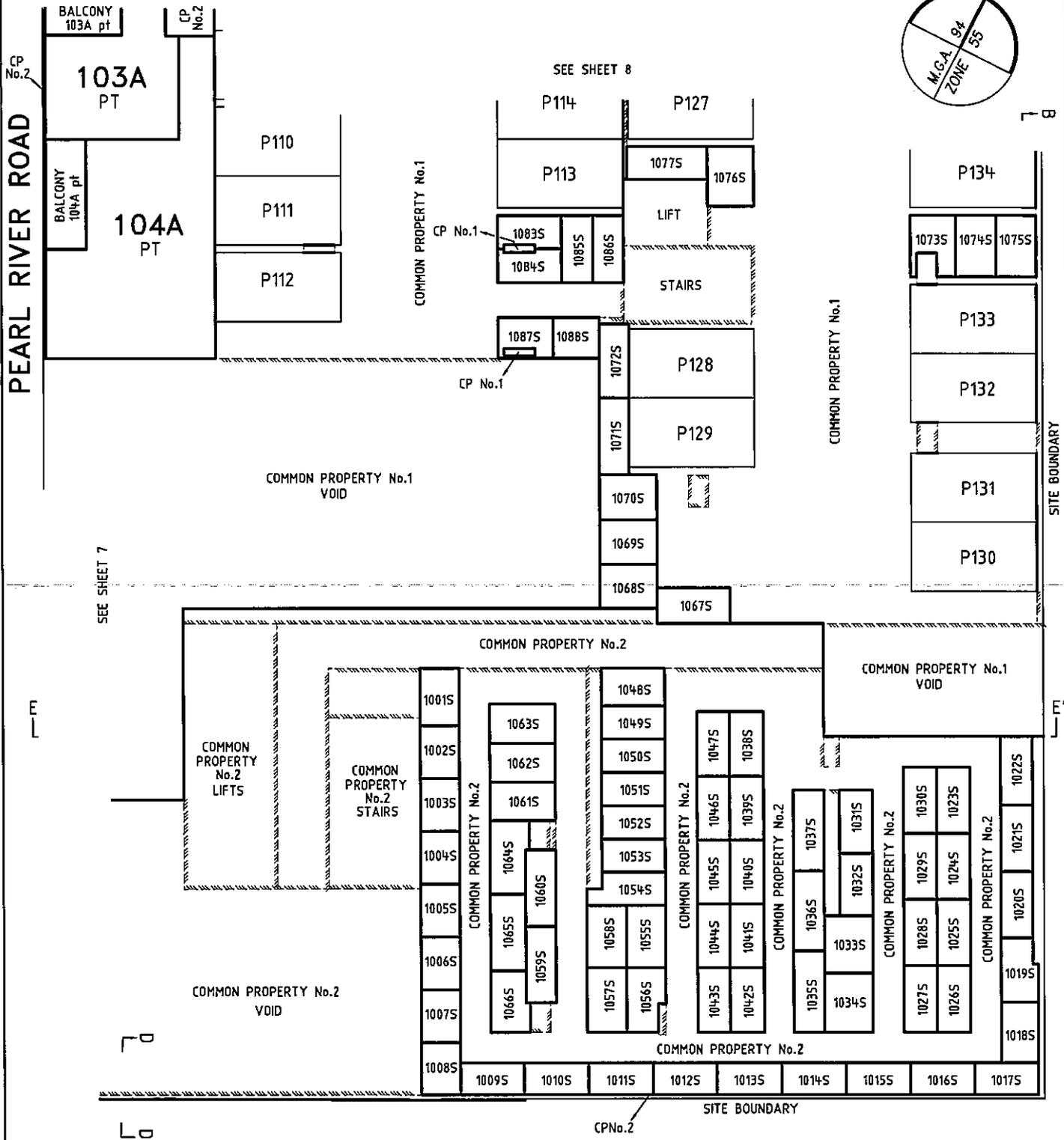
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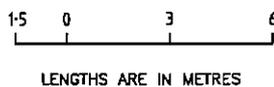
LEVEL 1 (PART)
 DIAGRAM 8

Sheet 9

ORIGINAL

SCALE

SCALE SHEET SIZE
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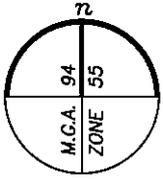
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PLAN OF SUBDIVISION

Plan Number

PS 728852M /S1



DOCKLANDS DRIVE

S2
PT

NIS

PEARL RIVER ROAD

SEE SHEET 11
FOR ENLARGEMENT

COMMON PROPERTY No.1

SITE BOUNDARY

SEE SHEET 12
FOR ENLARGEMENT

COMMON PROPERTY No.1
VOID

CPNo.2
VOID

SITE BOUNDARY

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LEVEL 2
DIAGRAM 9

Sheet 10

ORIGINAL

SCALE

SCALE SHEET SIZE
1:500 A3



LENGTHS ARE IN METRES

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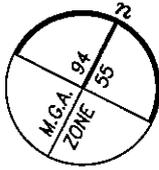
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DWG 2985300EA

PLAN OF SUBDIVISION

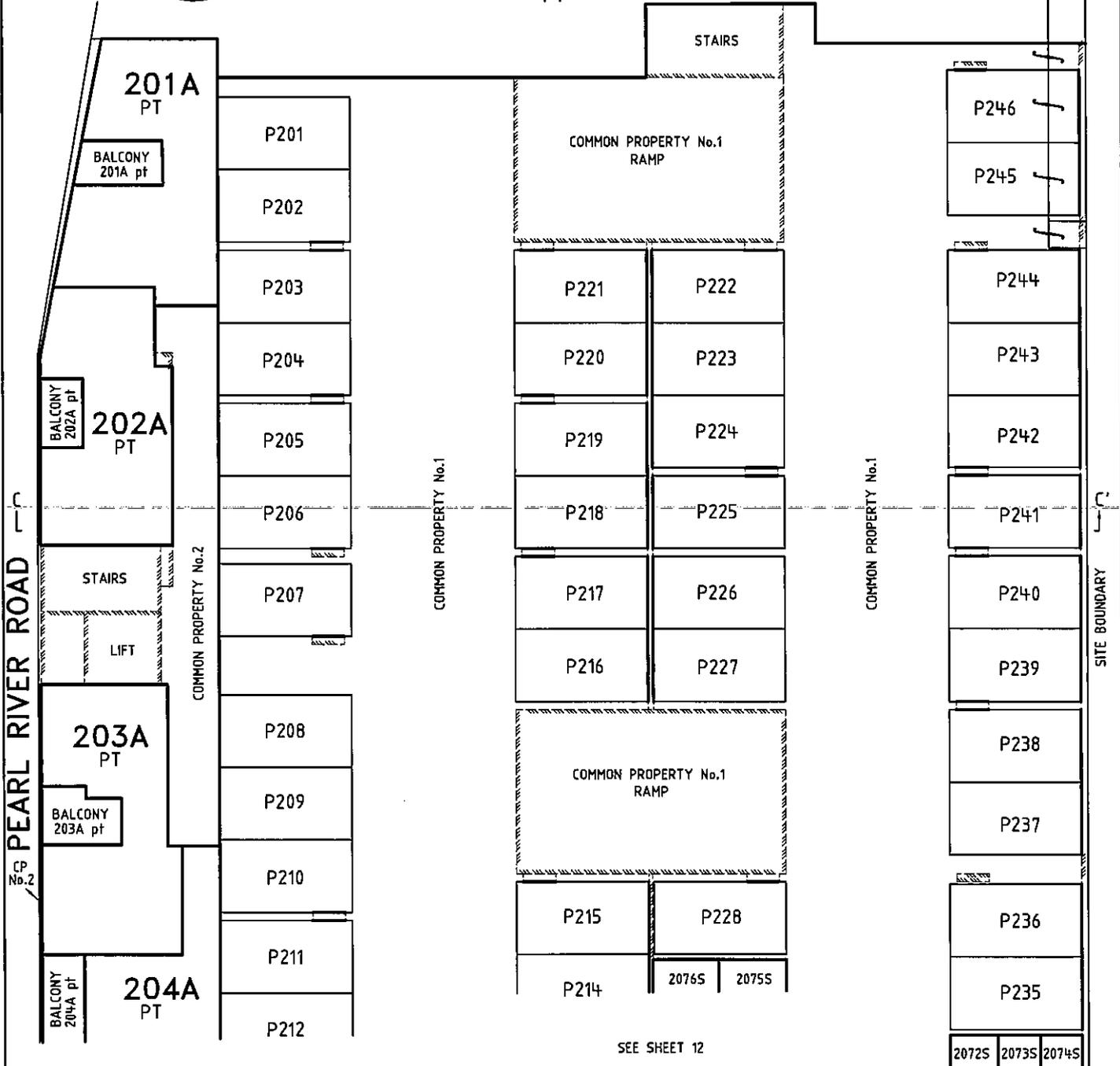
Plan Number

PS 728852M /S1

SEE SHEET 10



**S2
PT**



SEE SHEET 12

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LEVEL 2 (PART)
 DIAGRAM 10

Sheet 11

ORIGINAL

SCALE

SCALE SHEET SIZE
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LENGTHS ARE IN METRES

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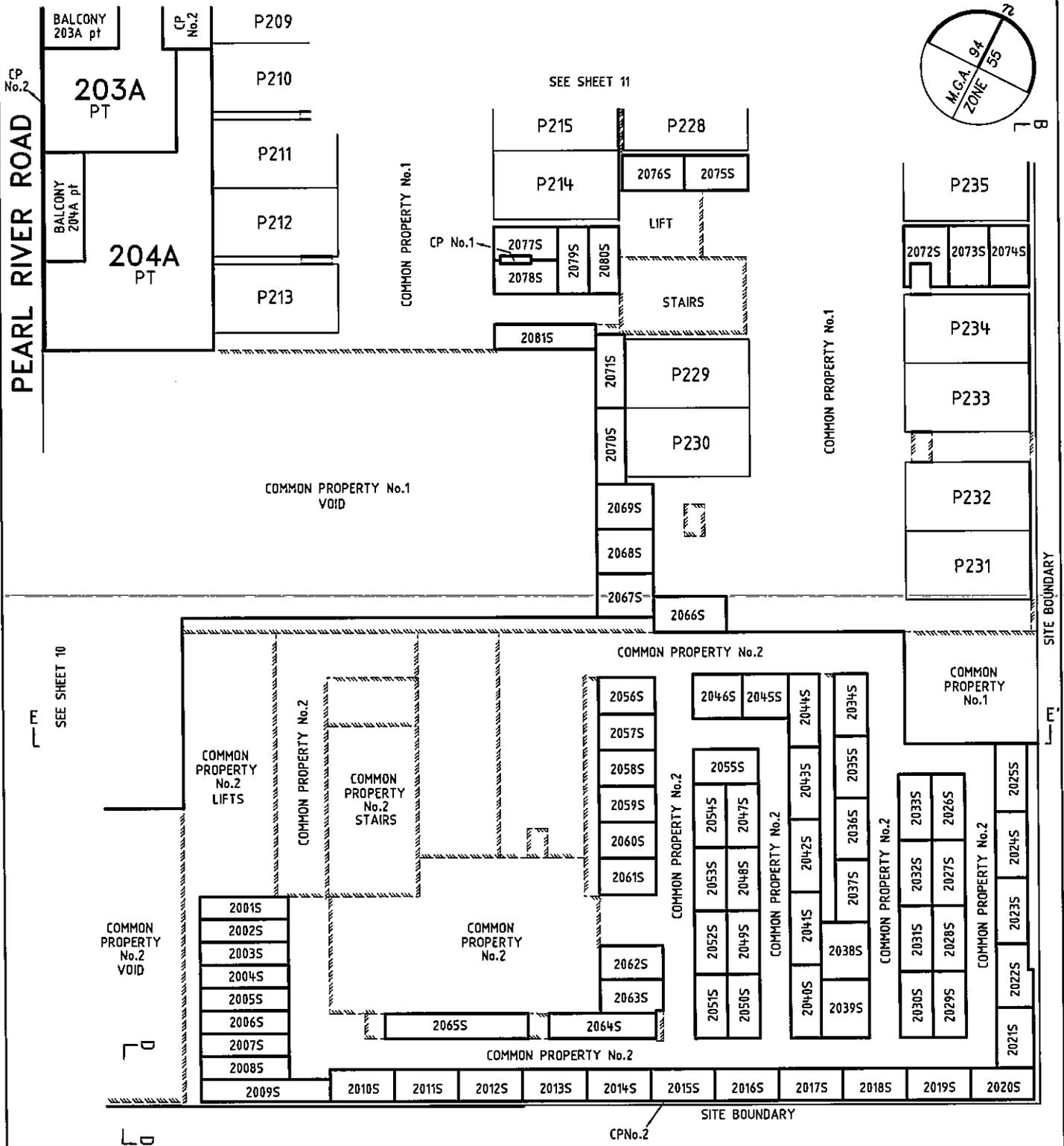
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PLAN OF SUBDIVISION

Plan Number

PS 728852M /S1

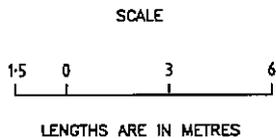


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LEVEL 2 (PART)
 DIAGRAM 11

ORIGINAL
 SCALE
 SHEET SIZE
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LICENSED SURVEYOR (PRINT) ANDREI FIJAN

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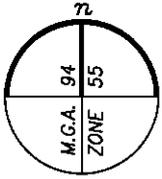
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Sheet 12

PLAN OF SUBDIVISION

Plan Number

PS 728852M /S1



DOCKLANDS DRIVE

PEARL RIVER ROAD

TYPICAL DIMENSIONS FOR
E-3 AND E-4

SEE SHEETS 14 TO 30 FOR
LEVELS 3 TO 7

SEE SHEETS 31 FOR INDEX SHEET
FOR LEVELS 8 AND ABOVE

SITE DIAGRAM
FOR LEVELS 3 AND ABOVE

(AND CHANGE SITE BOUNDARY
ABOVE RL 14.0m)

DIAGRAM 12

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ORIGINAL

SCALE

SCALE SHEET SIZE
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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN

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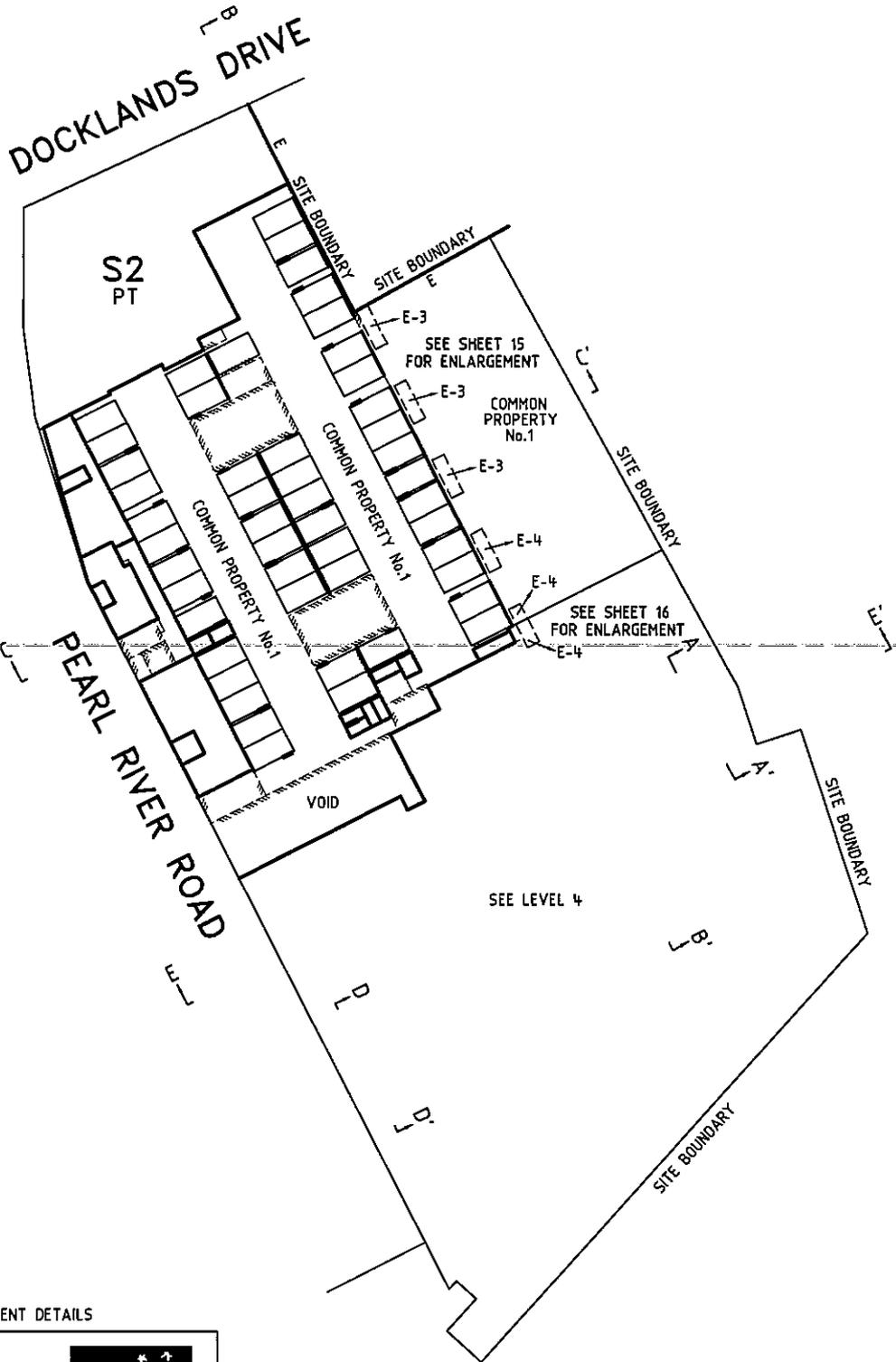
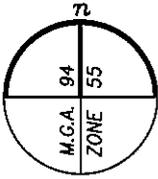
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Sheet 13

PLAN OF SUBDIVISION

Plan Number

PS 728852M /S1



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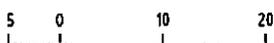


LEVEL 3
 DIAGRAM 13

ORIGINAL

SCALE

SCALE SHEET SIZE
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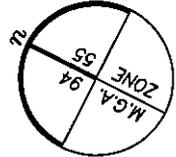
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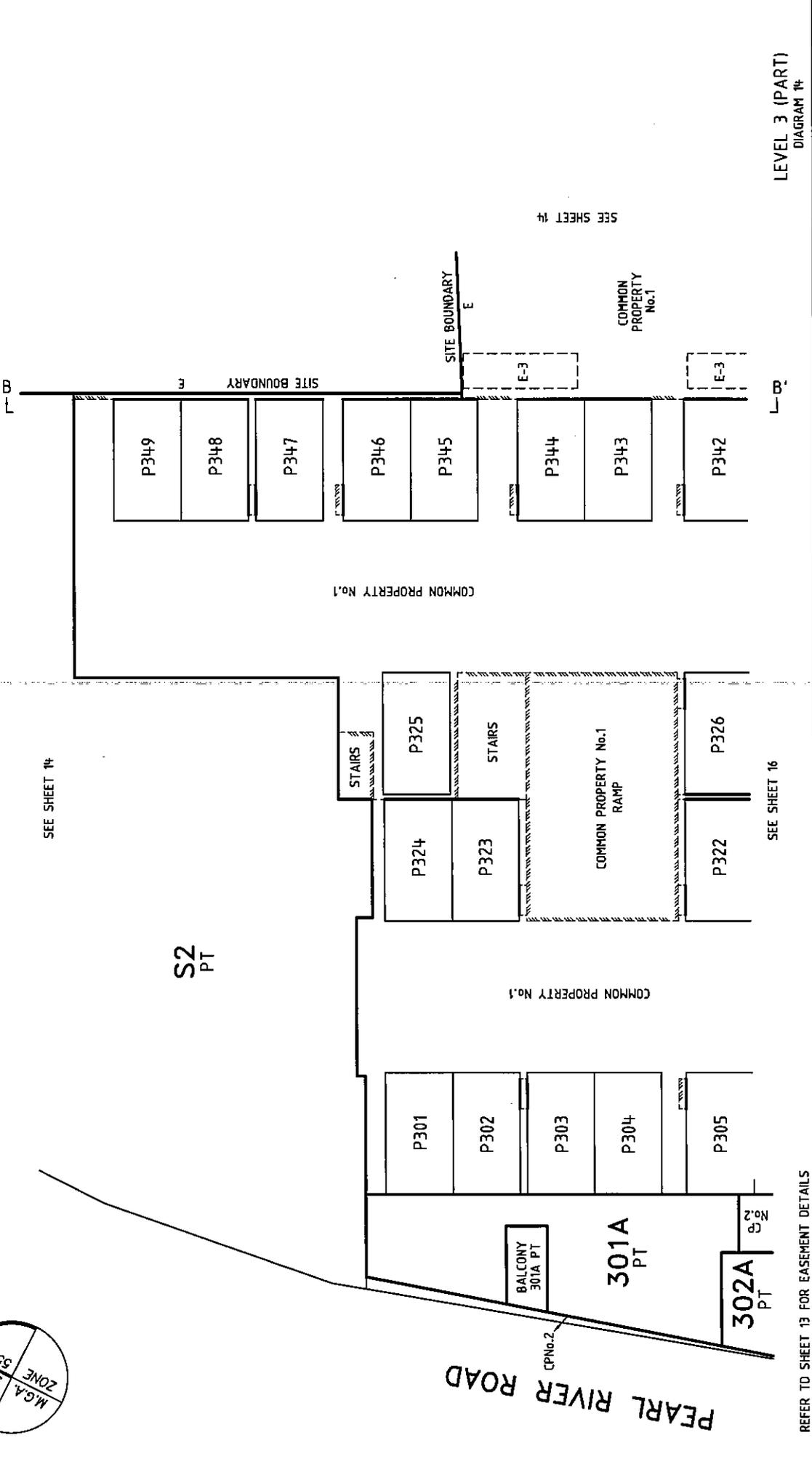
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Sheet 14



PLAN OF SUBDIVISION

Plan Number
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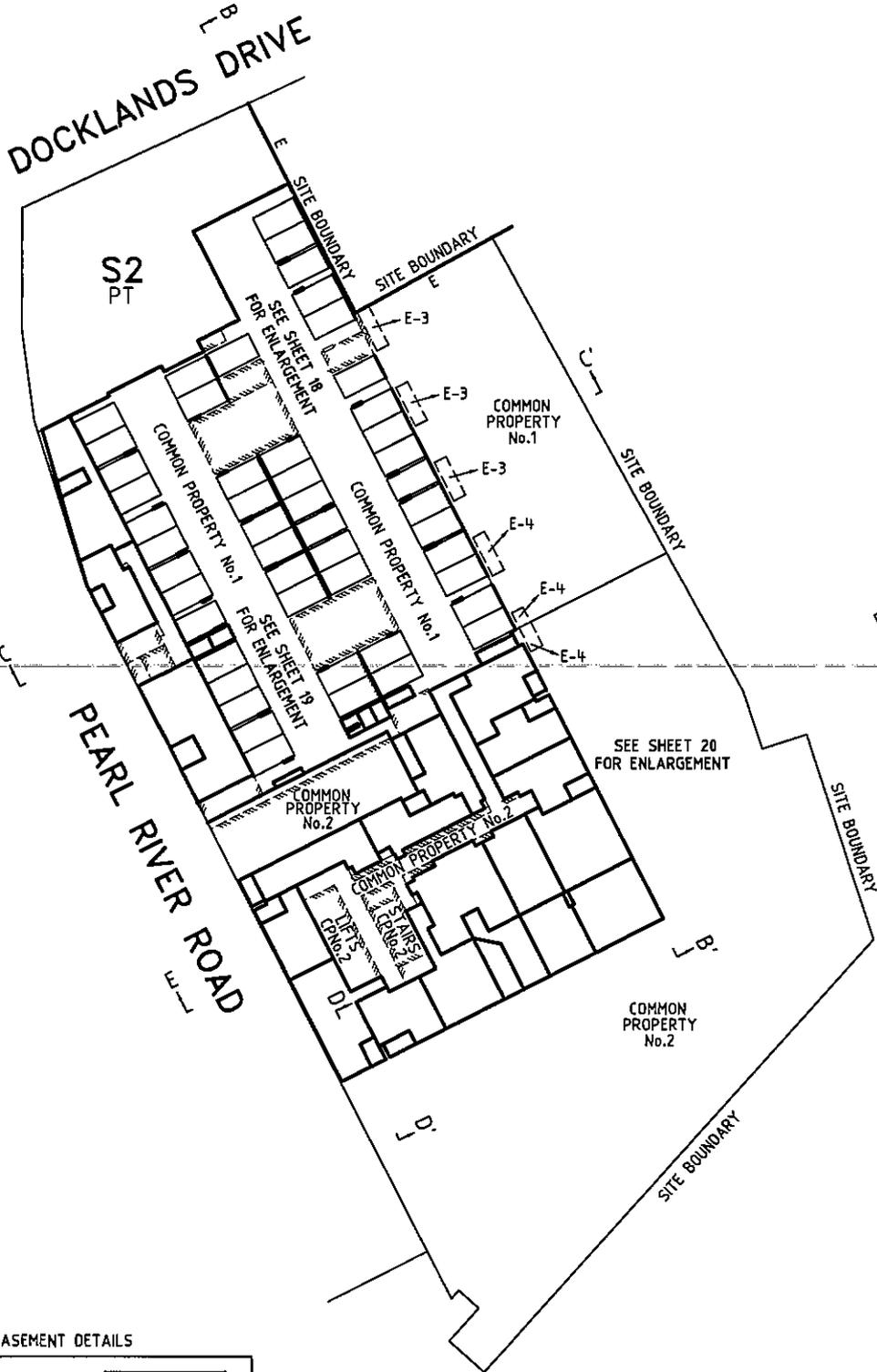
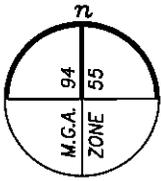
LEVEL 3 (PART)
DIAGRAM #

Sheet 15	<p>LICENSED SURVEYOR (PRINT) ANDREI FIJAN</p> <p>SIGNATURE DIGITALLY SIGNED DATE / /</p> <p>REF 29853003 08/05/14 VERSION A</p> <p>DWG 2985300EA</p>
<p>SCALE</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL</p> <p>SCALE SHEET SIZE</p> <p>1:150 A3</p>
<p>REFER TO SHEET 13 FOR EASEMENT DETAILS</p> <p>Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992</p>	

PLAN OF SUBDIVISION

Plan Number

PS 728852M /S1



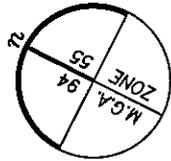
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LEVEL 4
 DIAGRAM 16

ORIGINAL		SCALE		LICENSED SURVEYOR (PRINT) ANDREI FIJAN		Sheet 17
SCALE	SHEET SIZE	5 0 10 20		SIGNATURE	DIGITALLY SIGNED	DATE / /
1:500	A3	LENGTHS ARE IN METRES		REF 29853003	08/05/14	VERSION A
				DWG 2985300EA		



PLAN OF SUBDIVISION

Plan Number
PS 728852M / S1

SEE SHEET 17

S2
PT

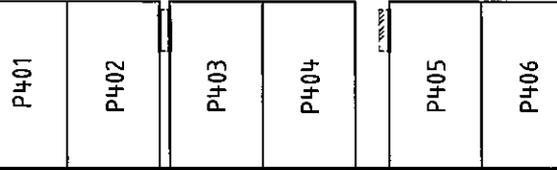
PEARL RIVER ROAD

BALCONY
401Apt

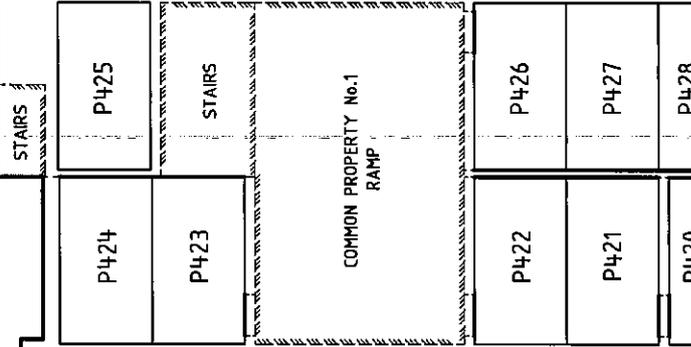
401A
PT

402A
PT

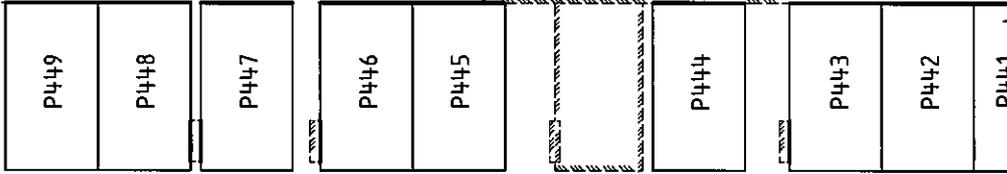
CP No.2



COMMON PROPERTY No.1



COMMON PROPERTY No.1



SITE BOUNDARY

SITE BOUNDARY

SEE SHEET 17

COMMON PROPERTY No.1

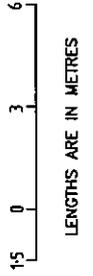
LEVEL 4 (PART)
DIAGRAM 17

Sheet 18

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DIGITALLY SIGNED

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SCALE



ORIGINAL

SCALE SHEET SIZE
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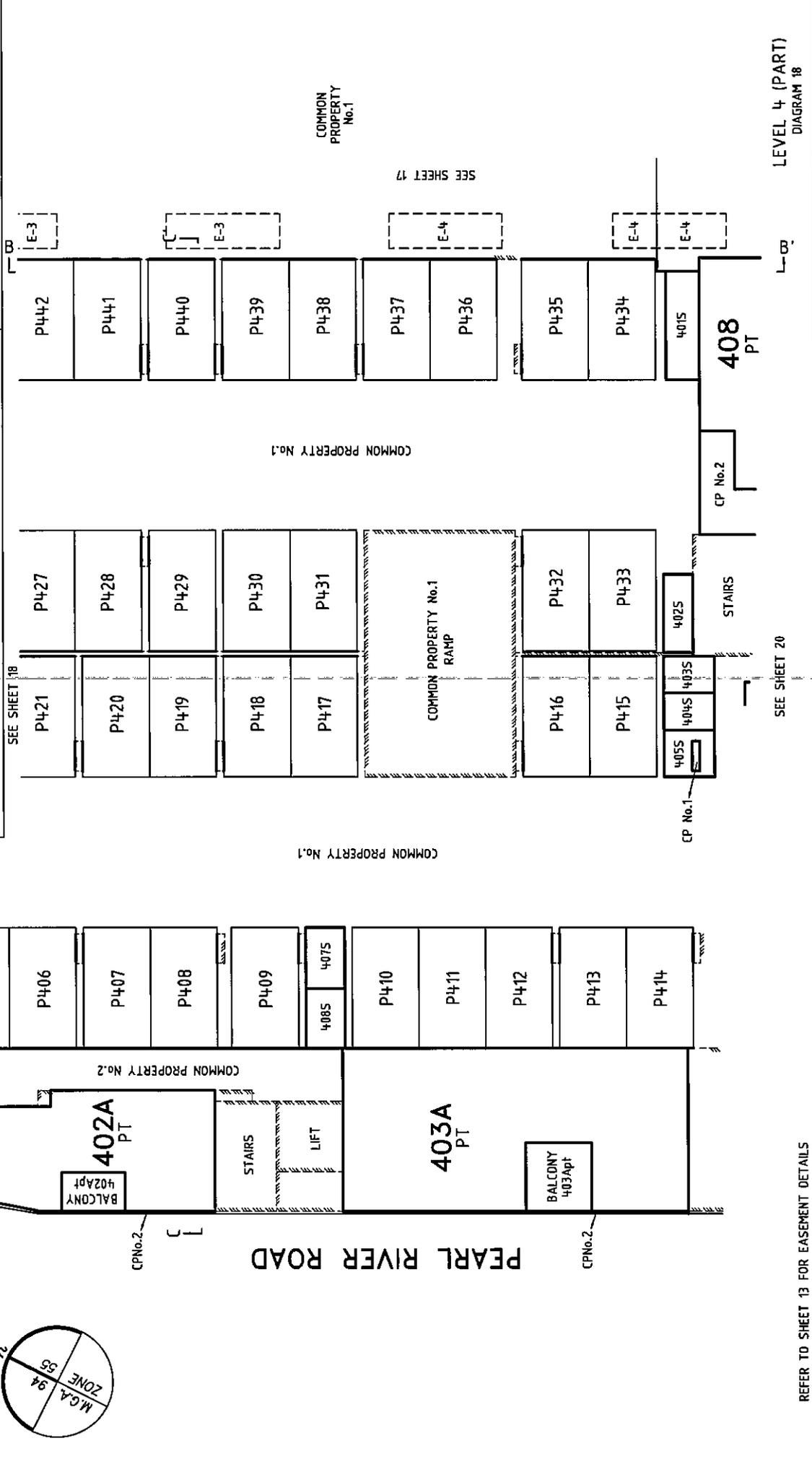
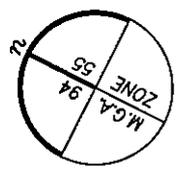


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PS 728852M / S1

PLAN OF SUBDIVISION



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ORIGINAL SCALE SHEET SIZE
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SCALE
 15 0 3 6
 LENGTHS ARE IN METRES

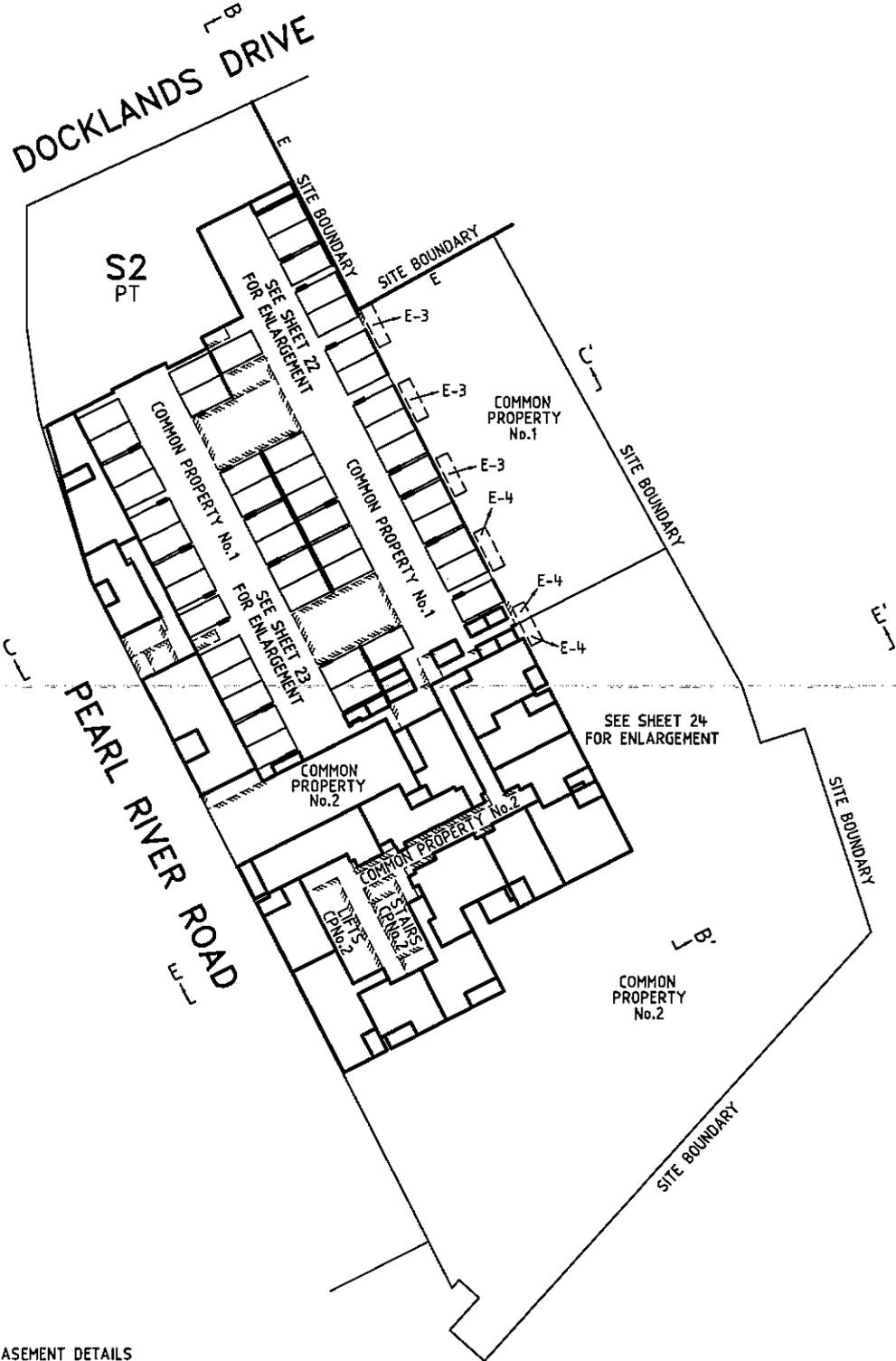
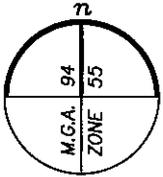
LICENSED SURVEYOR (PRINT) ANDREI FIJAN
 SIGNATURE DATE / /
 DIGITALLY SIGNED
 REF 29853003 08/05/14 VERSION A
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Sheet 19

PLAN OF SUBDIVISION

Plan Number

PS 728852M /S1



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LEVEL 5
 DIAGRAM 20

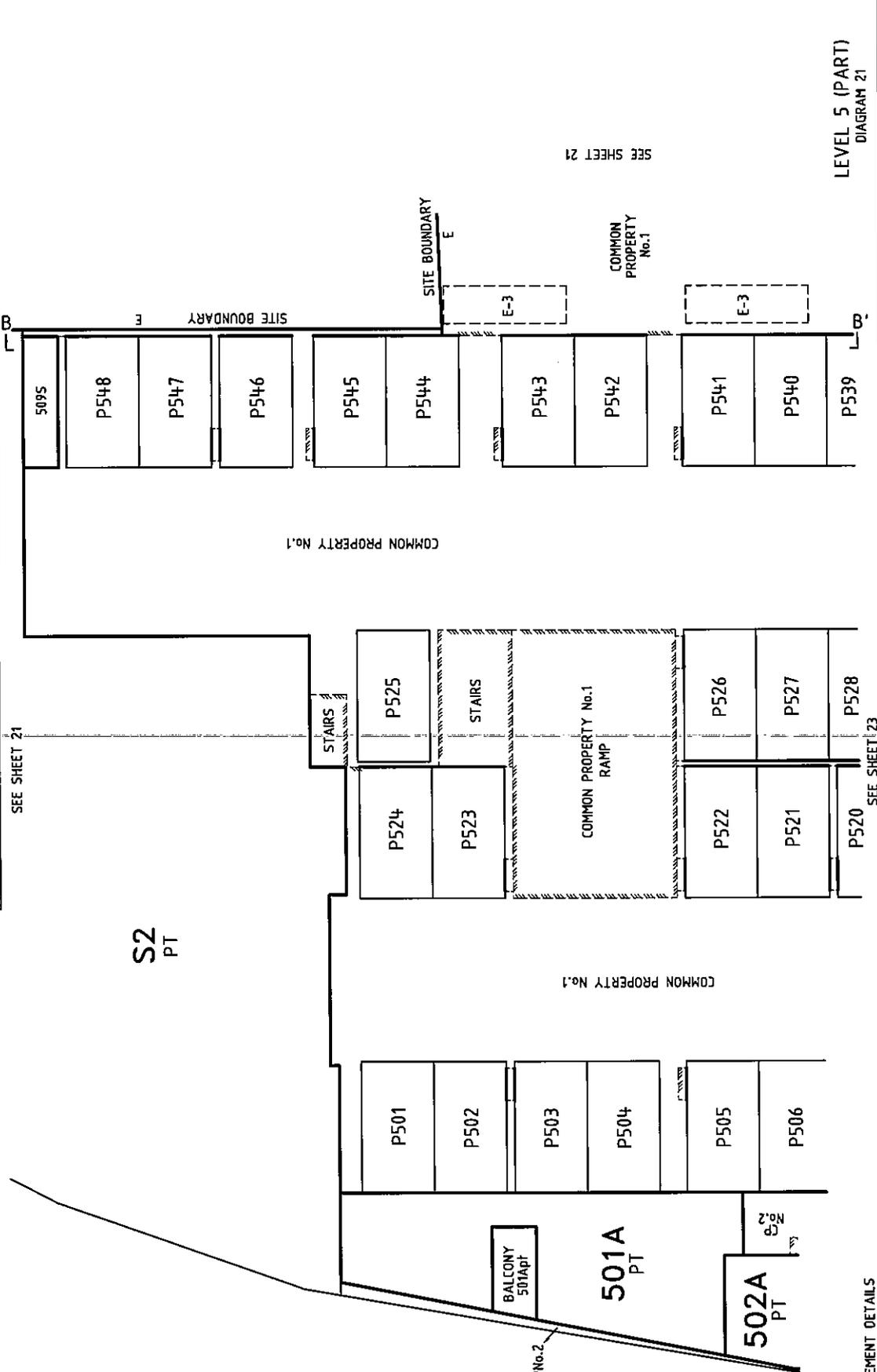
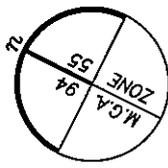
Sheet 21

ORIGINAL	SCALE
SCALE	SHEET SIZE
1:500	A3
<p>LENGTHS ARE IN METRES</p>	

LICENSED SURVEYOR (PRINT) ANDREI FIJAN
 SIGNATURE DIGITALLY SIGNED DATE / /
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Sheet 22

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SCALE
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 LENGTHS ARE IN METRES

ORIGINAL
 SCALE SHEET SIZE
 1:150 A3

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LEVEL 5 (PART)
DIAGRAM 21

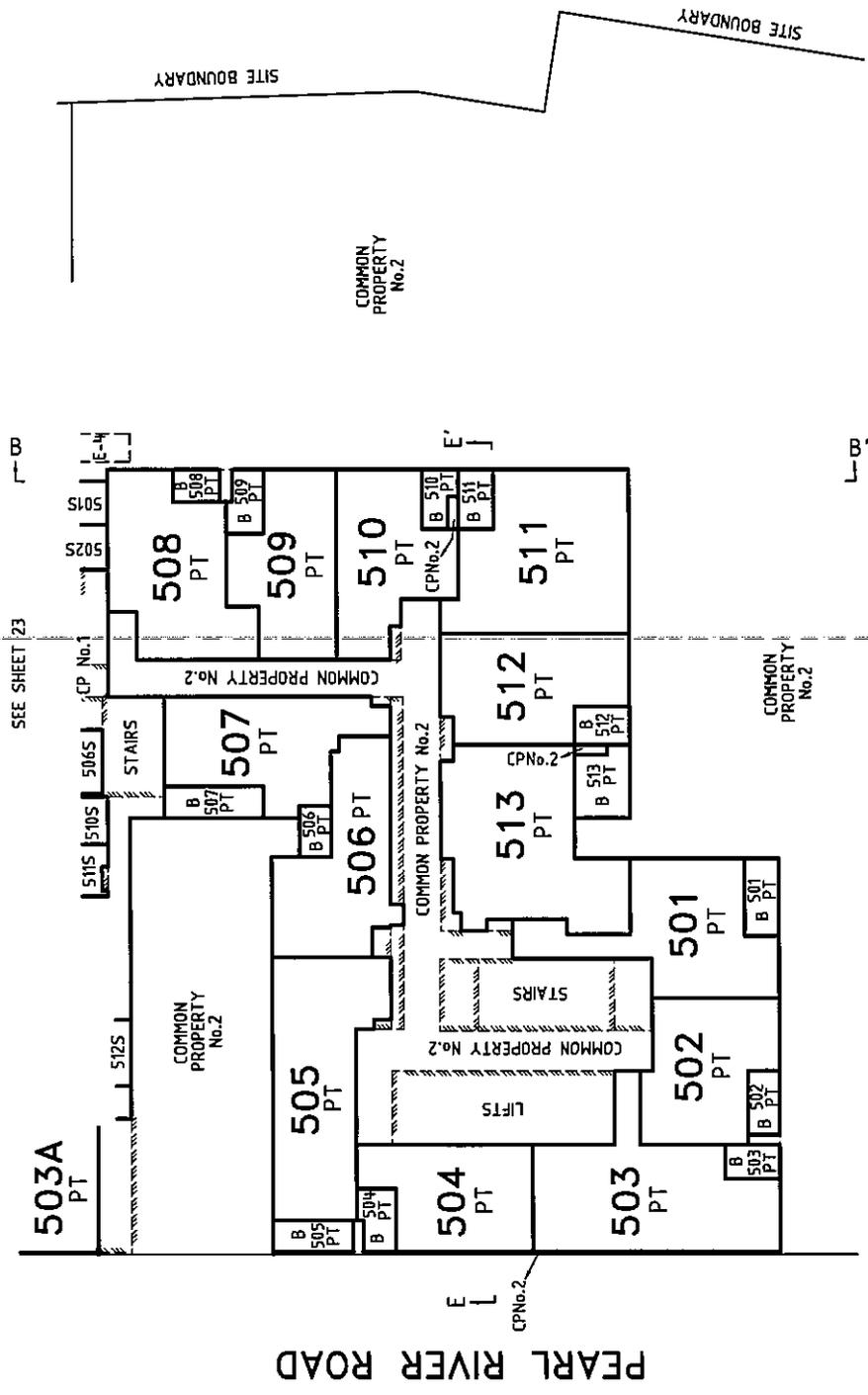
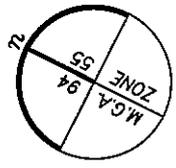
SEE SHEET 21

SEE SHEET 21

SEE SHEET 23

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SEE SHEET 21

LEVEL 5 (PART)
DIAGRAM 23

Sheet 24

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ORIGINAL

SCALE SHEET SIZE
1:250 A3

SCALE



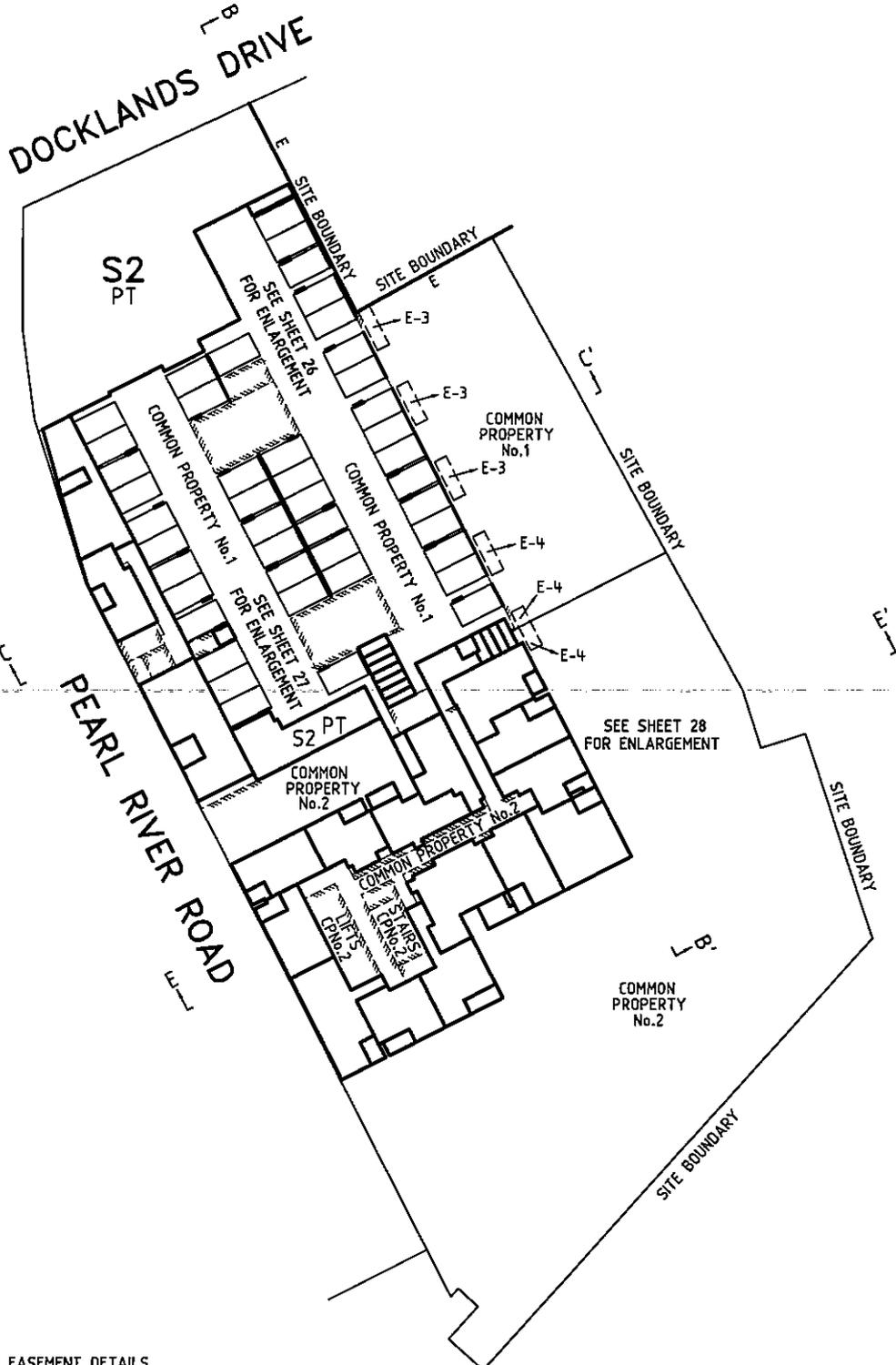
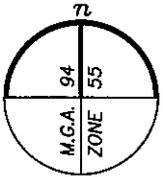
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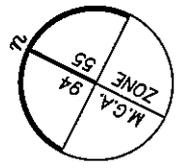
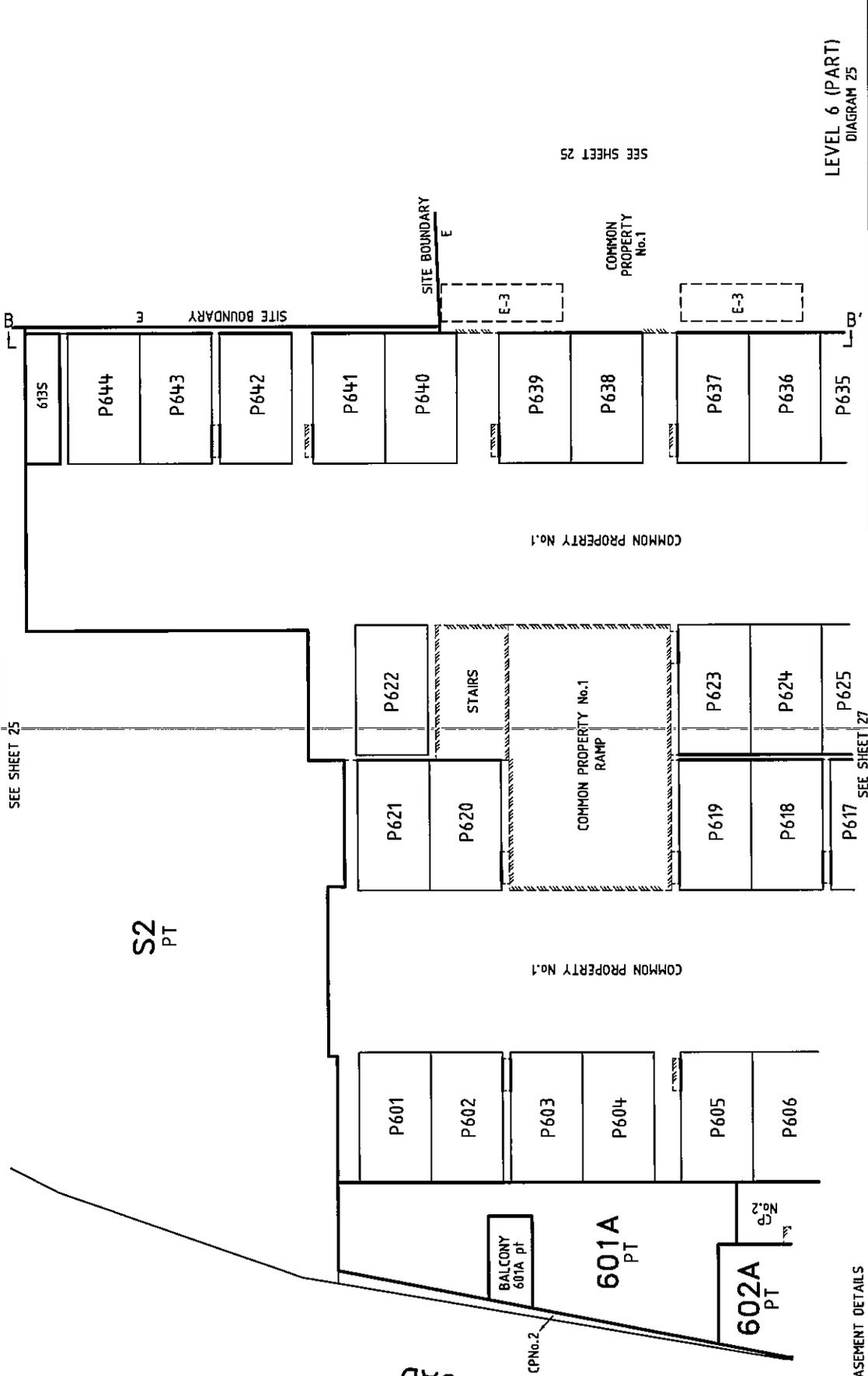


LEVEL 6
 DIAGRAM 24

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1:500	A3	LENGTHS ARE IN METRES		REF 29853003	08/05/14	VERSION A
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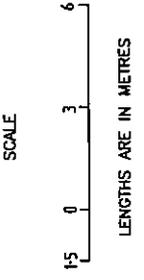


PEARL RIVER ROAD

LEVEL 6 (PART)
DIAGRAM 25

REFER TO SHEET 13 FOR EASEMENT DETAILS

ORIGINAL
SCALE SHEET SIZE
1:150 A3



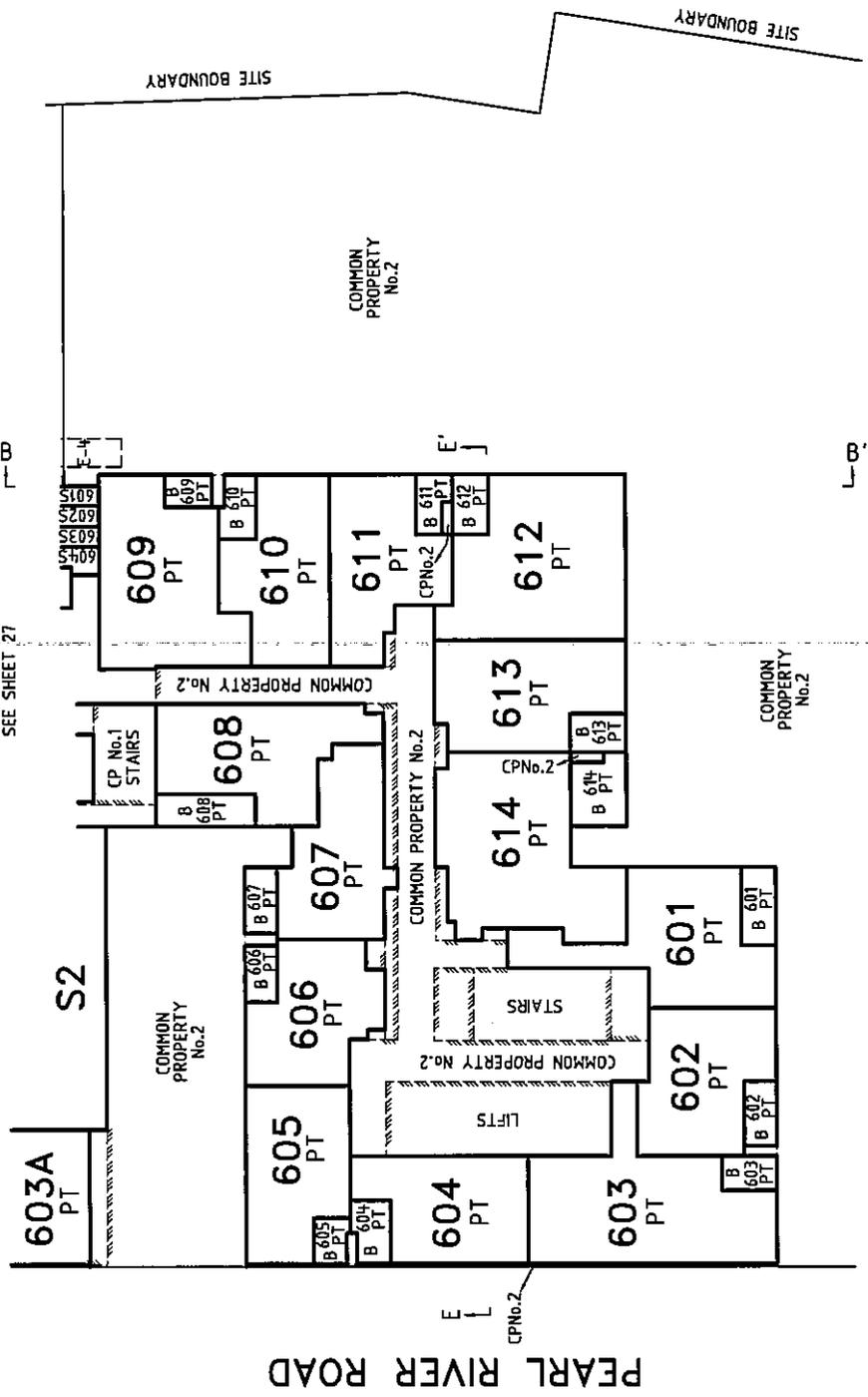
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Sheet 26

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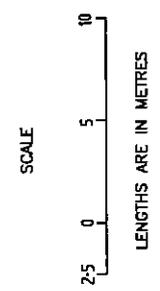
PLAN OF SUBDIVISION



LEVEL 6 (PART)
DIAGRAM 27

Sheet 28

LICENSED SURVEYOR (PRINT) ANDREI FIJAN
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ORIGINAL
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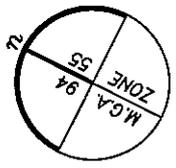


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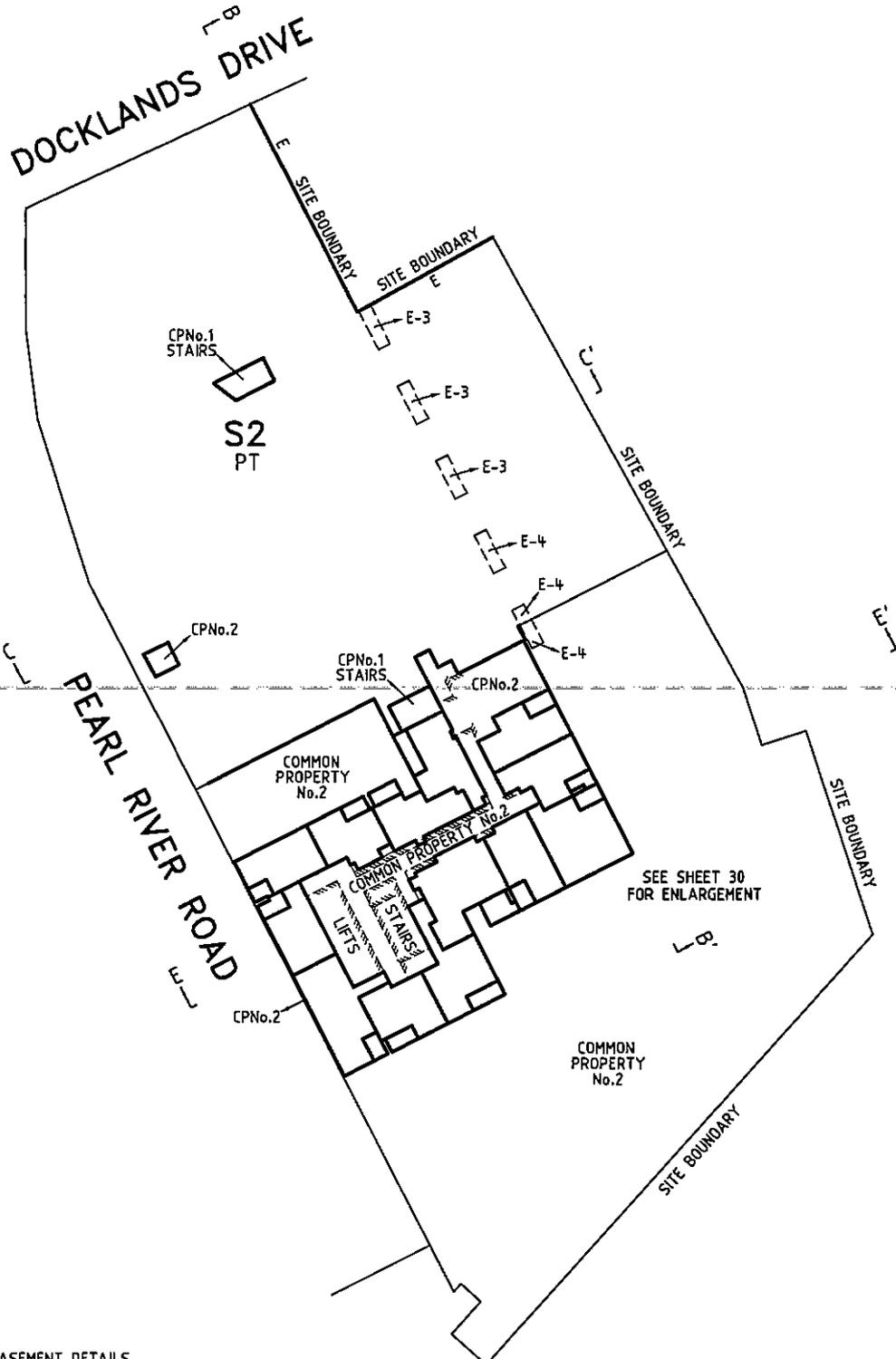
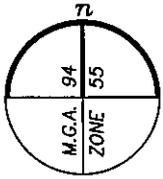
SEE SHEET 27



PLAN OF SUBDIVISION

Plan Number

PS 728852M /S1



SEE SHEET 30 FOR ENLARGEMENT

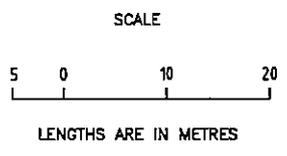
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LEVEL 7
 DIAGRAM 28

ORIGINAL
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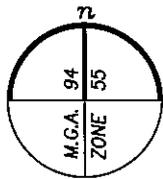
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Sheet 29

PLAN OF SUBDIVISION

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DOCKLANDS DRIVE

PEARL RIVER ROAD

S2
PT

SEE SHEETS 32 TO 68
FOR LEVELS 8 TO 44

L8

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KEY SHEET
FOR LEVELS 8 TO 43
AND ROOF LEVEL
DIAGRAM 30

Sheet 31

ORIGINAL

SCALE

SCALE SHEET SIZE
1:500 A3



LENGTHS ARE IN METRES

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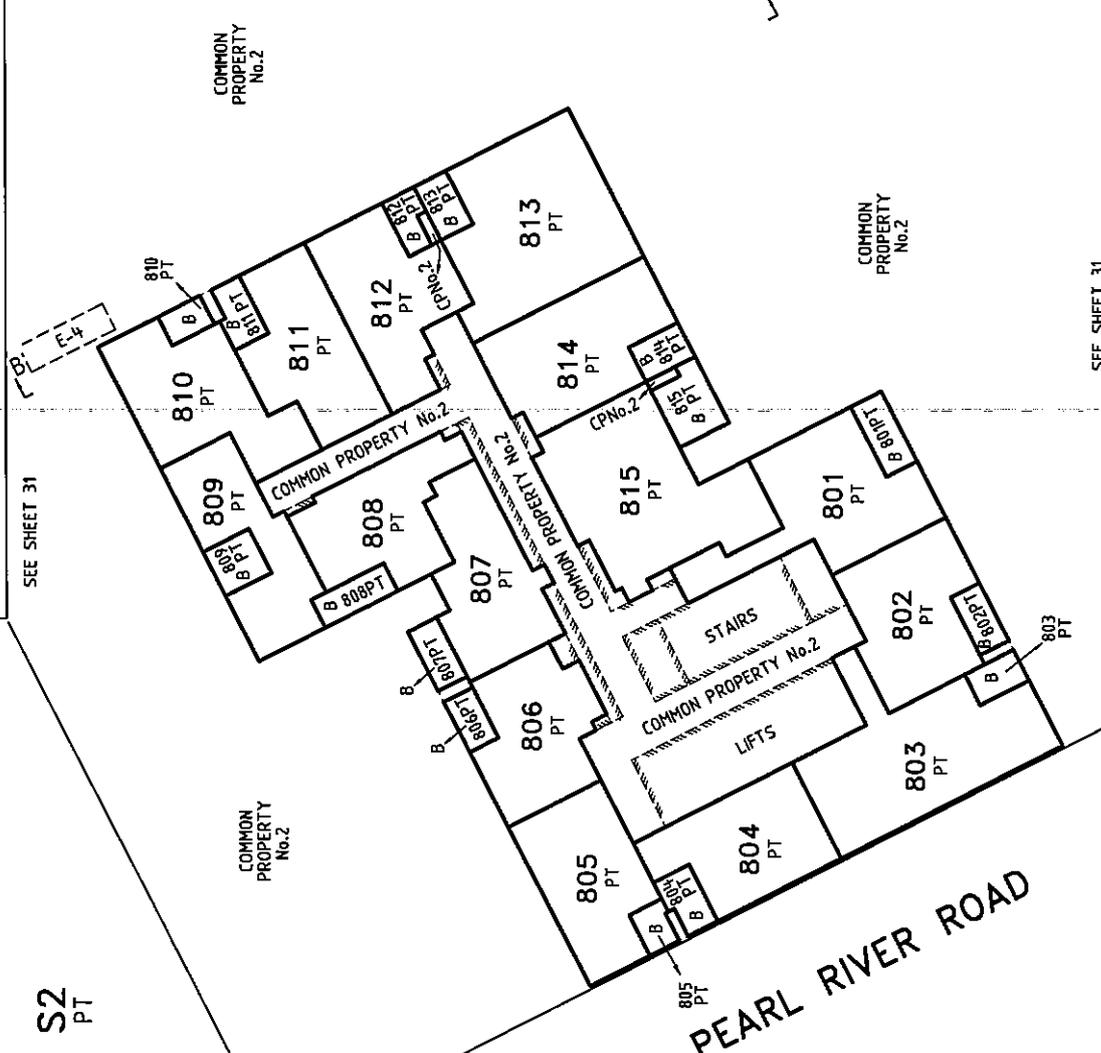
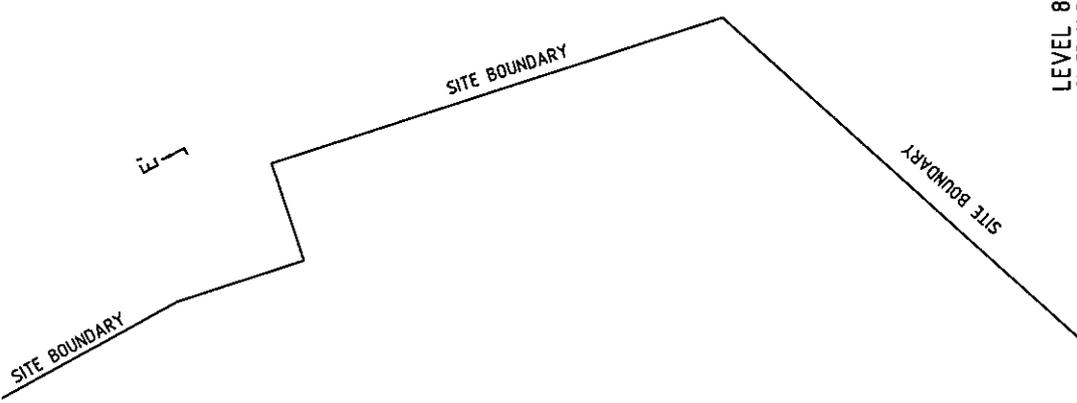
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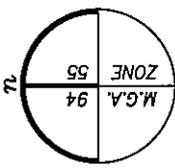
Plan Number

PS 728852M /S1

PLAN OF SUBDIVISION



S2 PT



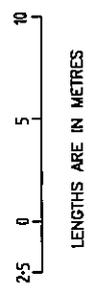
LEVEL 8
DIAGRAM 31

Sheet 32

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SEE SHEET 31

SCALE



ORIGINAL

SCALE SHEET SIZE
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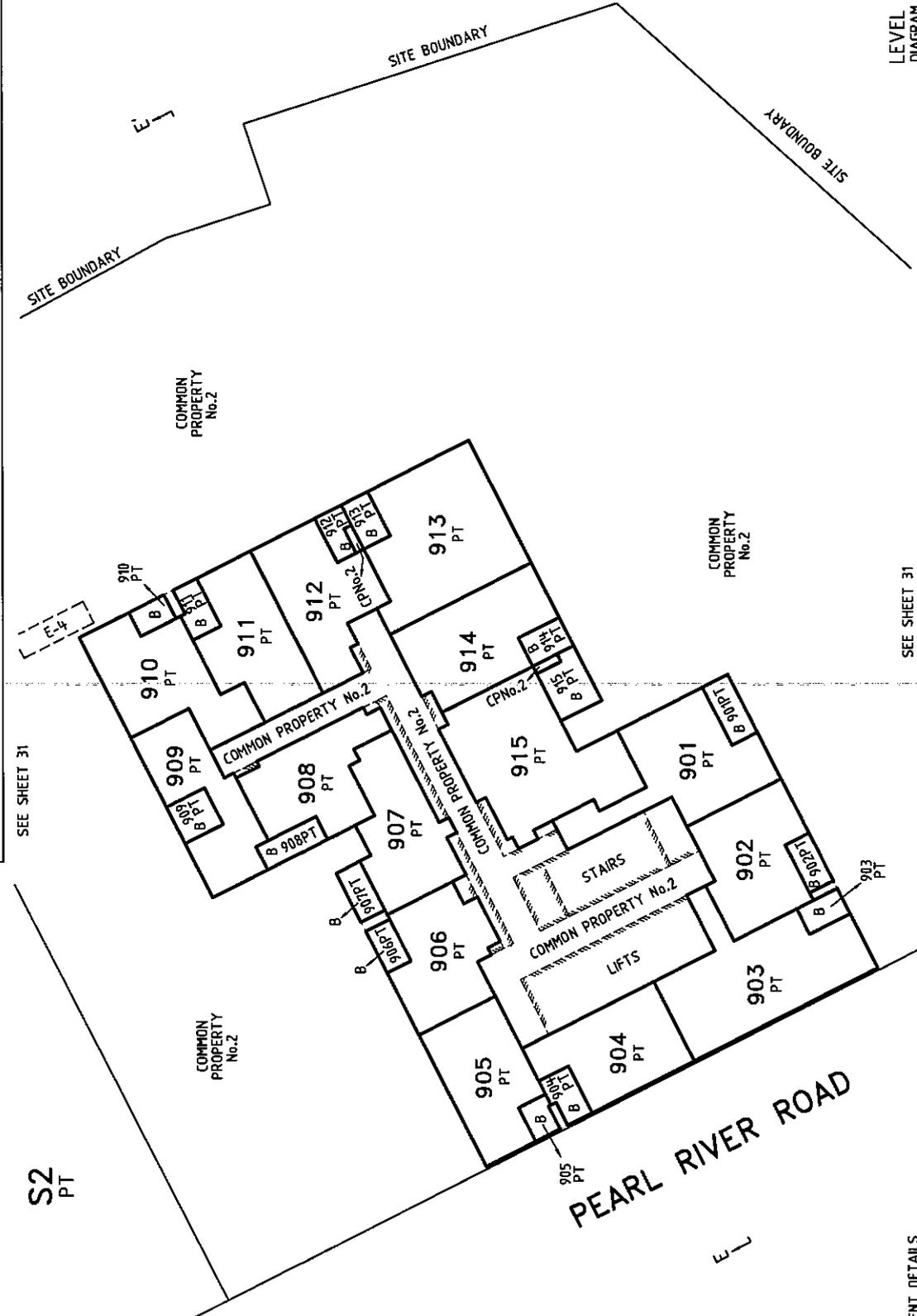
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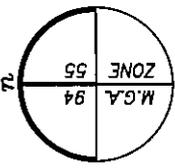
Plan Number
PS 728852M /S1

PLAN OF SUBDIVISION



SEE SHEET 31

S2
PT



LEVEL 9
DIAGRAM 32

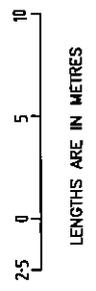
Sheet 33

SEE SHEET 31

REFER TO SHEET 13 FOR EASEMENT DETAILS

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SCALE



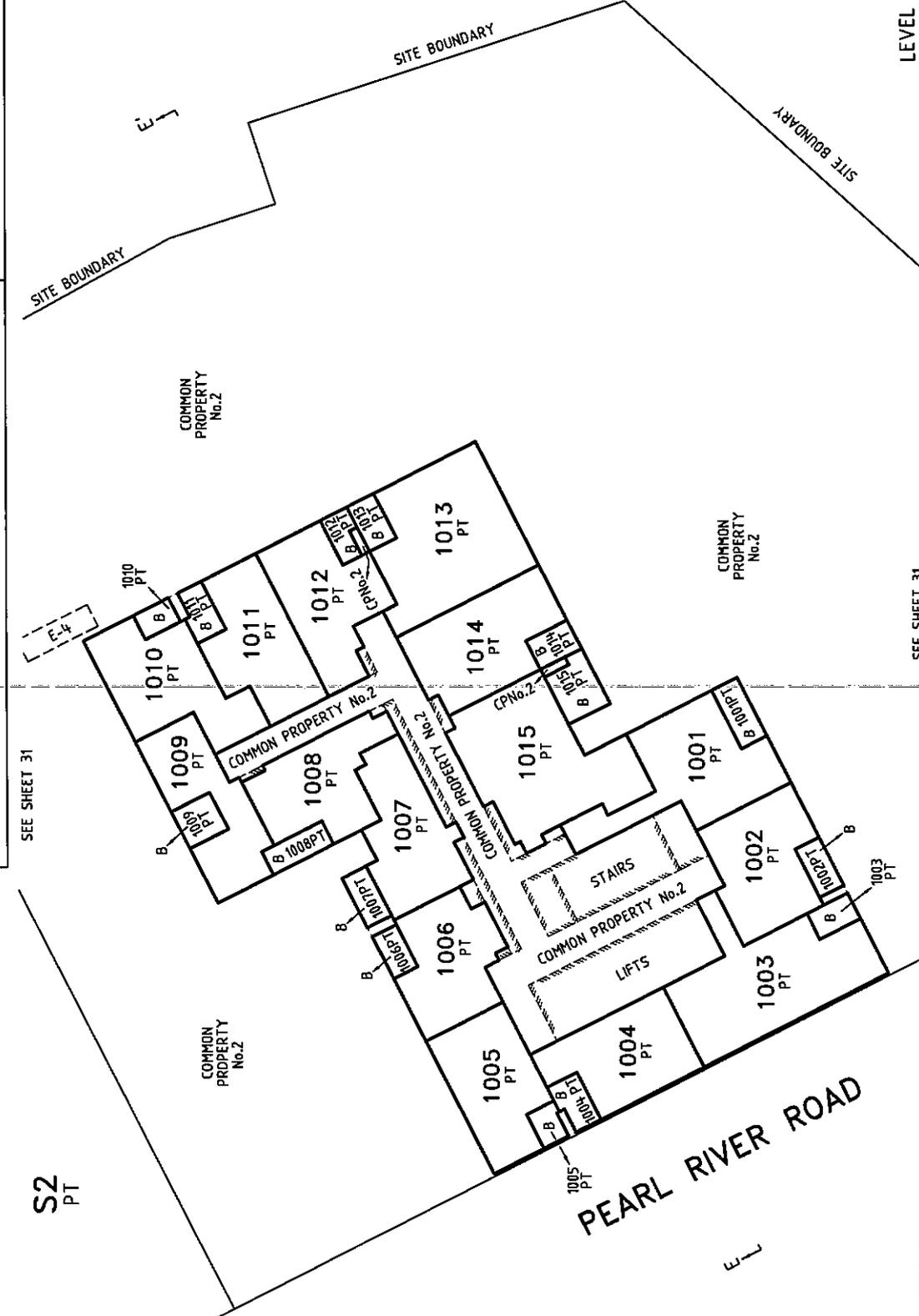
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SEE SHEET 31

SEE SHEET 31

LEVEL 10
DIAGRAM 33

Sheet 34

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DWG 2985300EA

SCALE

2.5 0 5 10

LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE
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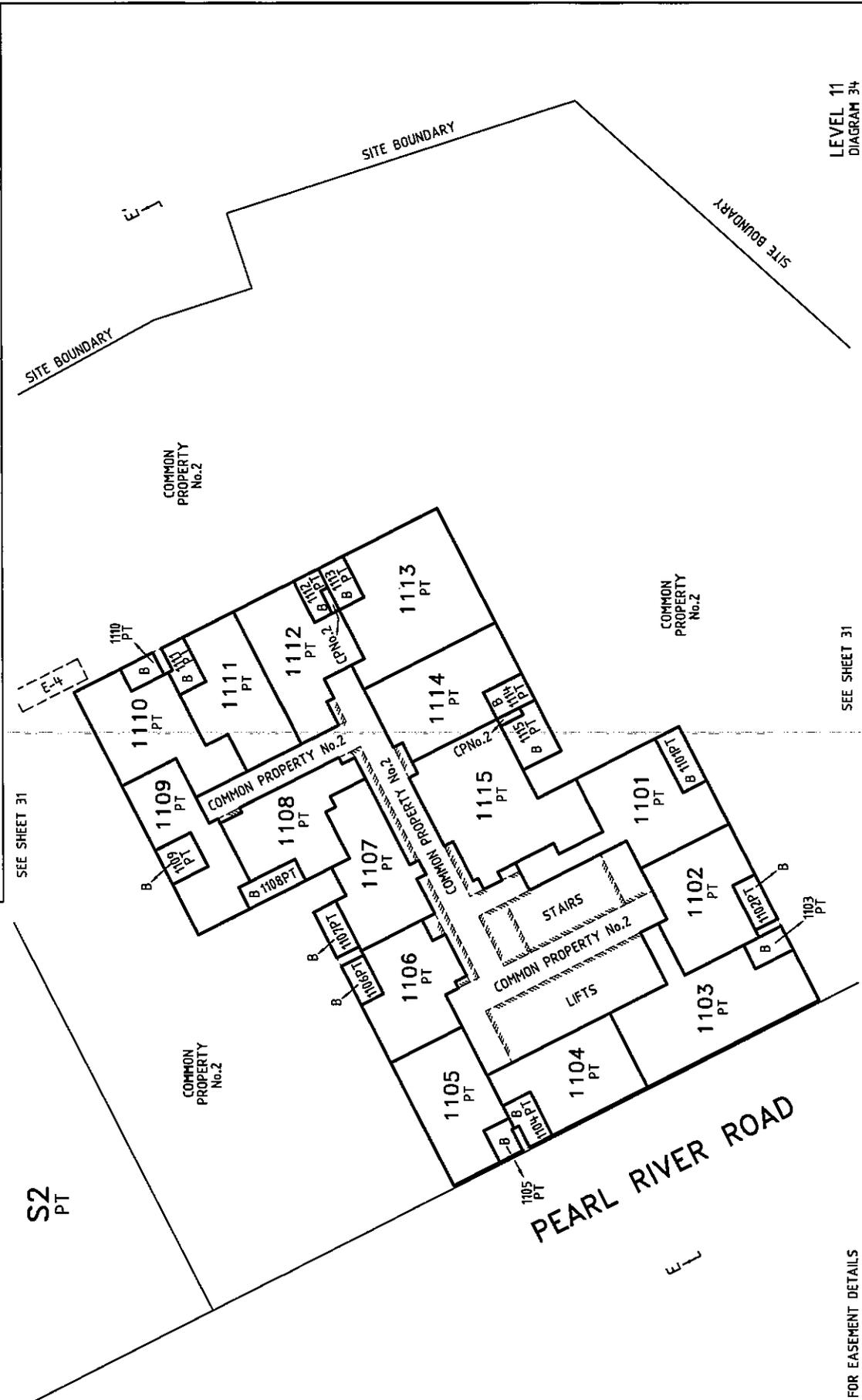
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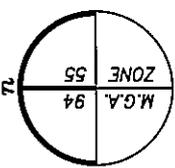
SEE SHEET 31

SEE SHEET 31

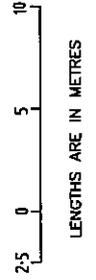
LEVEL 11
DIAGRAM 34

Sheet 35

S2
PT



SCALE



ORIGINAL

SCALE	SHEET SIZE
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REFER TO SHEET 13 FOR EASEMENT DETAILS



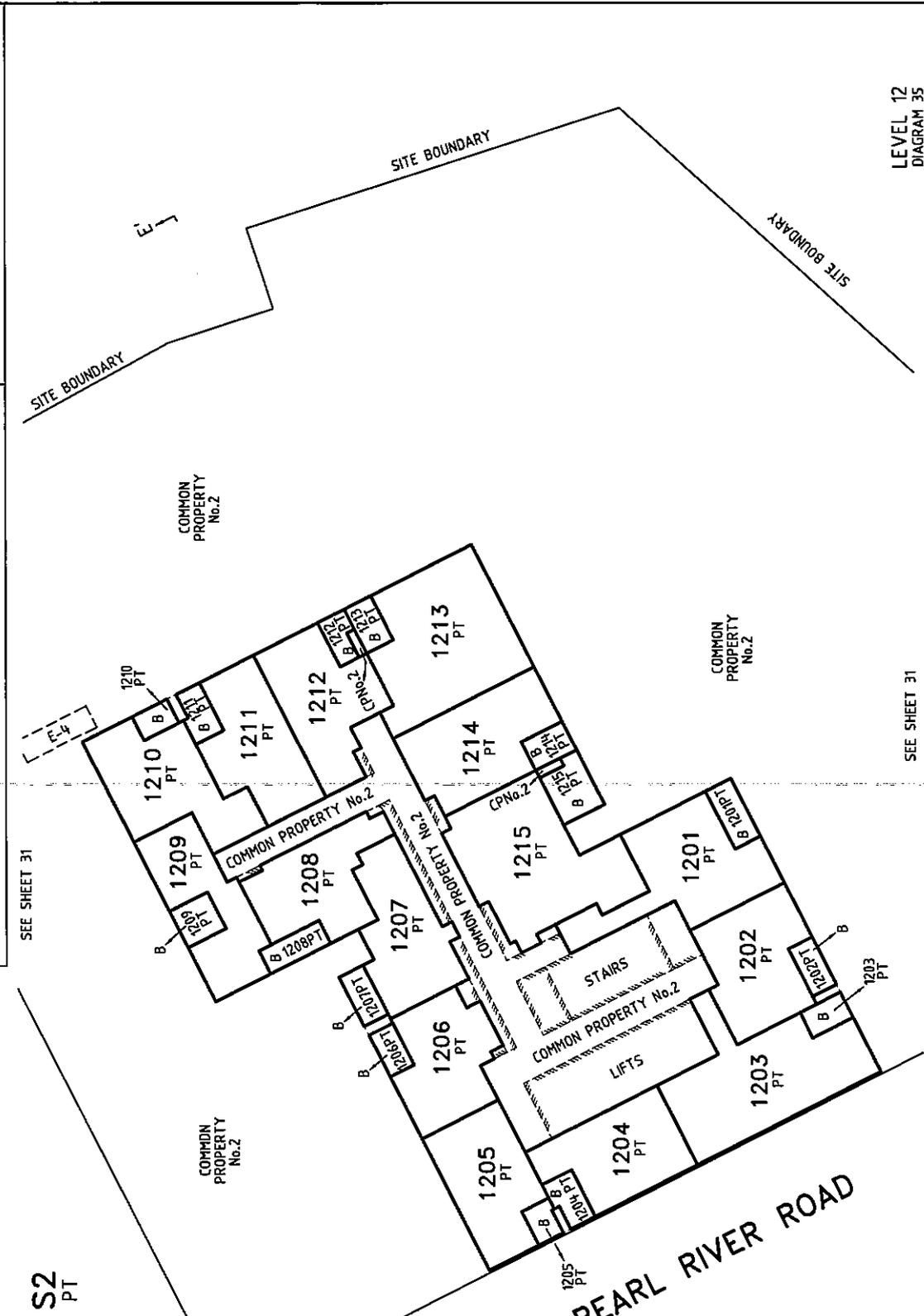
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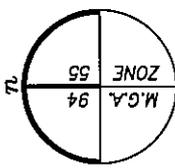
PS 728852M /S1

PLAN OF SUBDIVISION



SEE SHEET 31

S2 PT



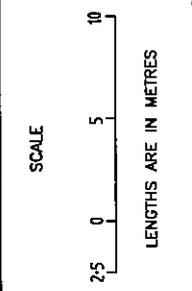
LEVEL 12
DIAGRAM 35

Sheet 36

SEE SHEET 31

REFER TO SHEET 13 FOR EASEMENT DETAILS

ORIGINAL	SCALE	SHEET SIZE
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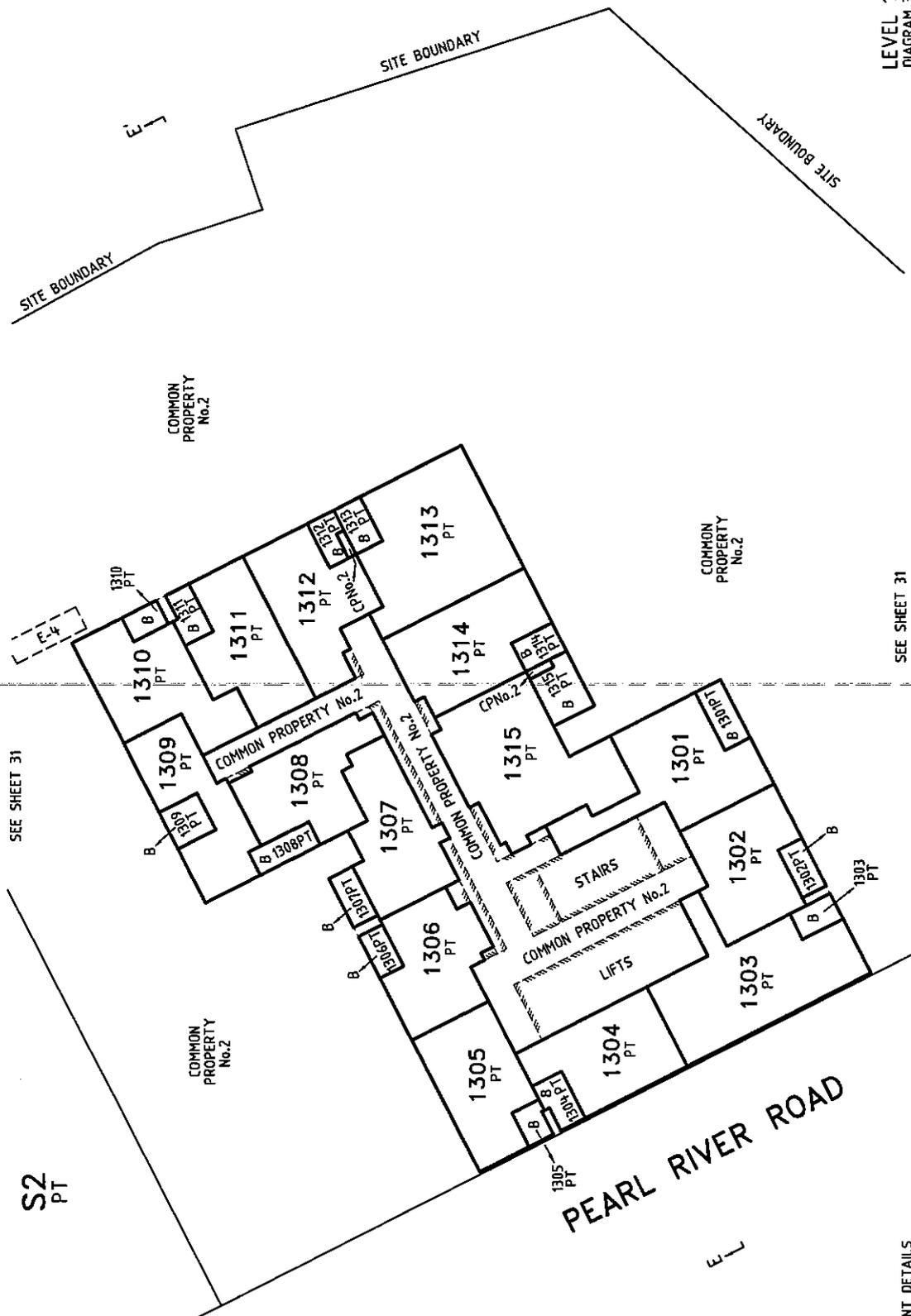
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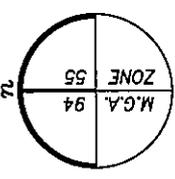
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SEE SHEET 31

S2
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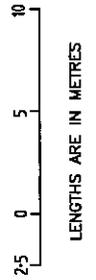


LEVEL 13
DIAGRAM 36

Sheet 37

SEE SHEET 31

SCALE



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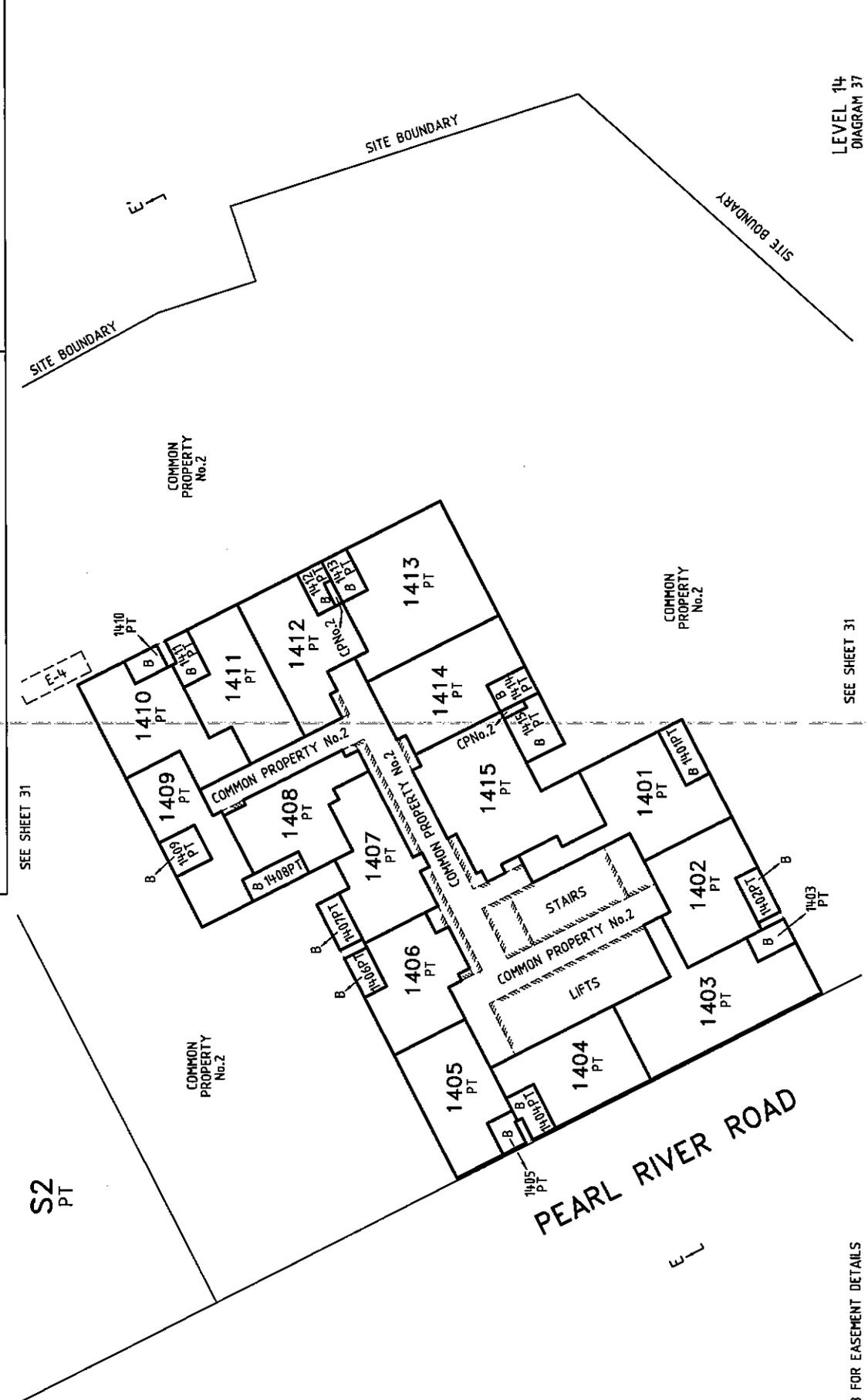
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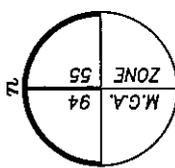


SEE SHEET 31

SEE SHEET 31

LEVEL 14
DIAGRAM 37

S2
PT



SCALE



ORIGINAL

SCALE SHEET SIZE
1:250 A3



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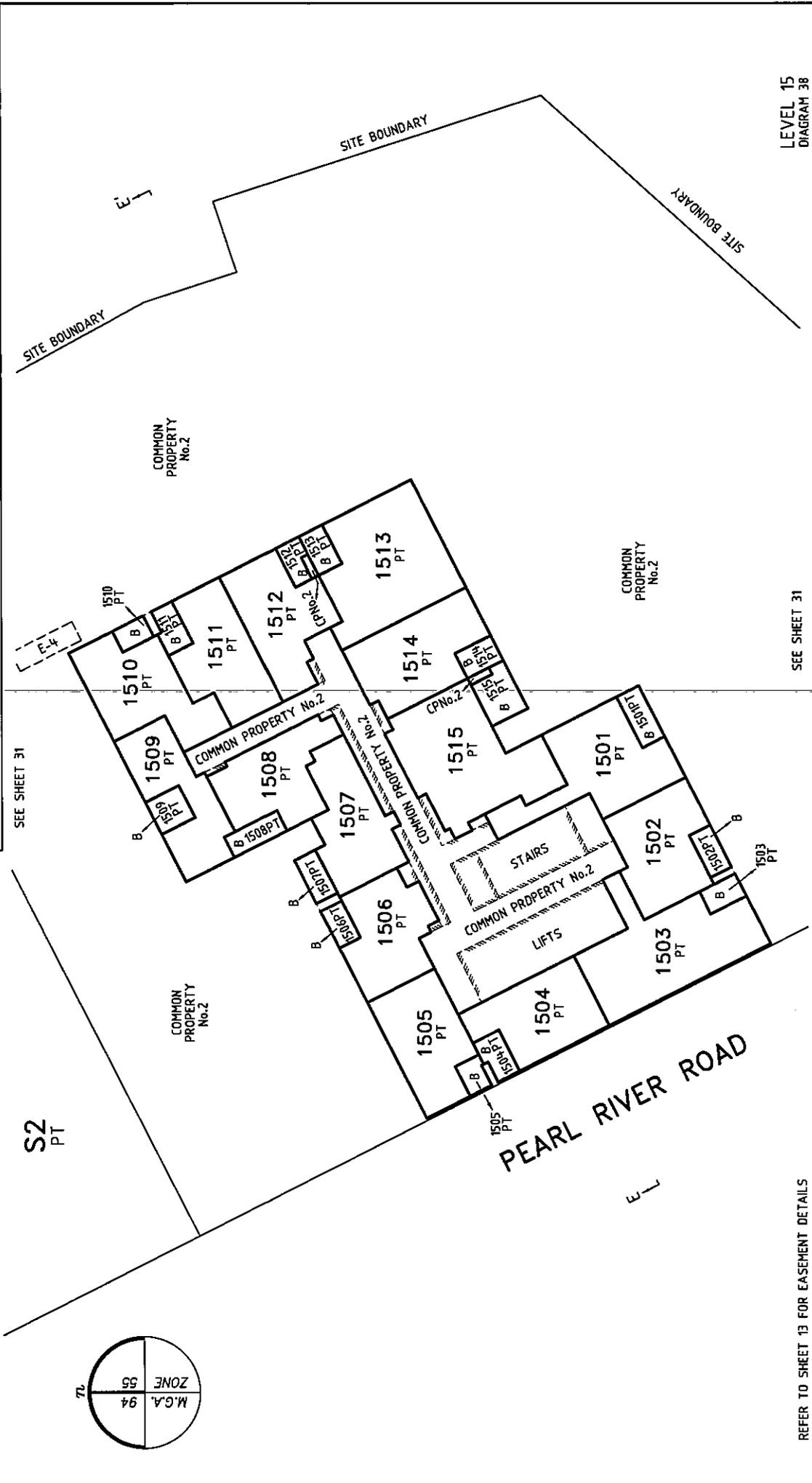
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Sheet 38

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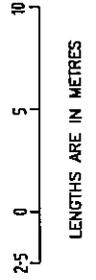
SEE SHEET 31

LEVEL 15
DIAGRAM 38

Sheet 39

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SCALE



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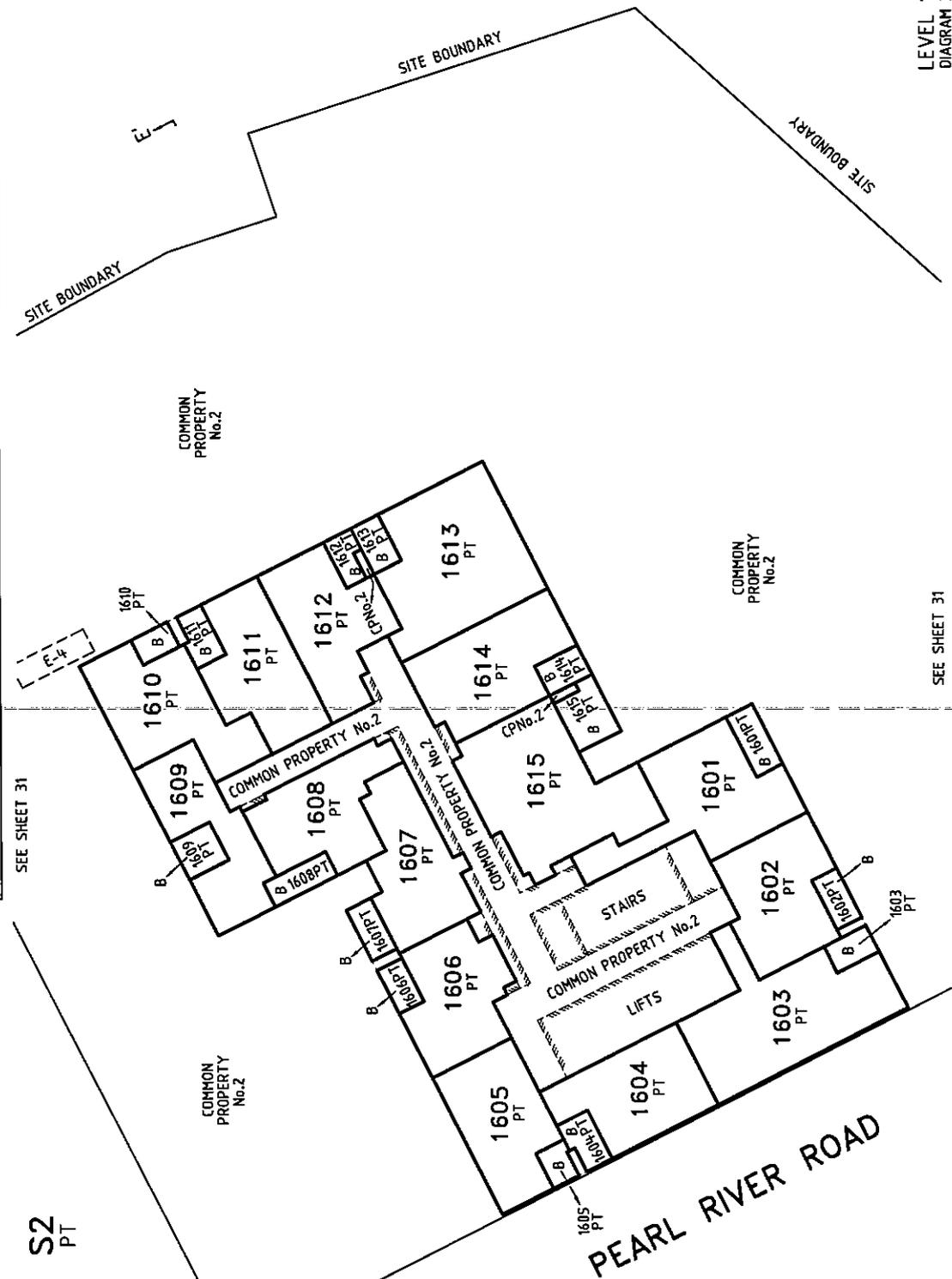


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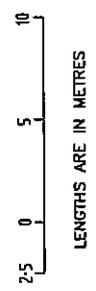
SEE SHEET 31

LEVEL 16
DIAGRAM 39

Sheet 40

SEE SHEET 31

SCALE



ORIGINAL

SCALE 1:250
SHEET SIZE A3



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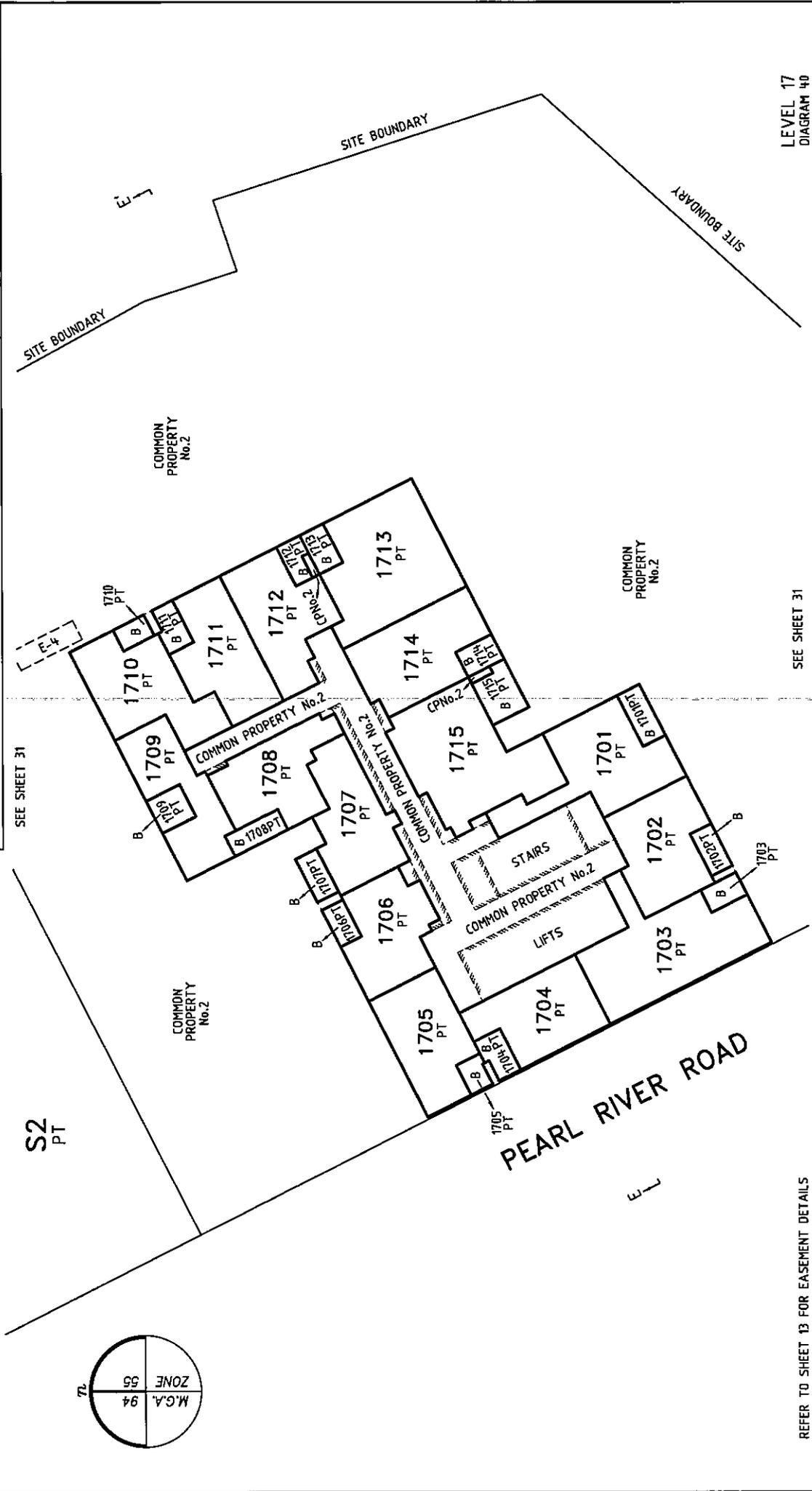
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Plan Number

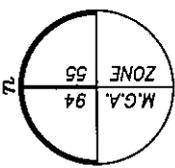
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PLAN OF SUBDIVISION



SEE SHEET 31

S2
PT



LEVEL 17
DIAGRAM 40

Sheet 41

SEE SHEET 31

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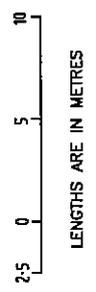


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ORIGINAL

SCALE SHEET SIZE
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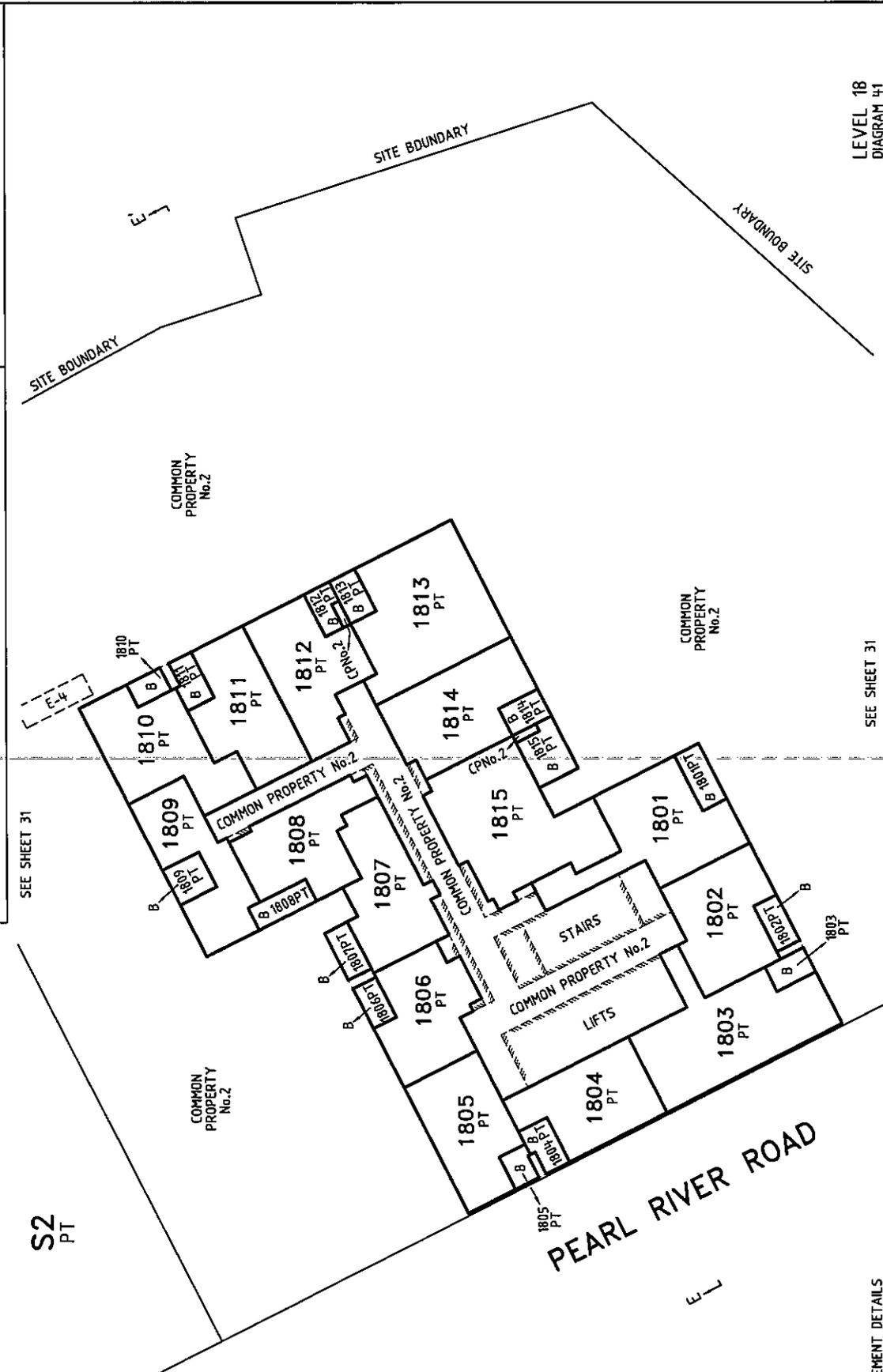
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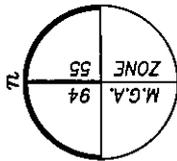
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PLAN OF SUBDIVISION



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S2
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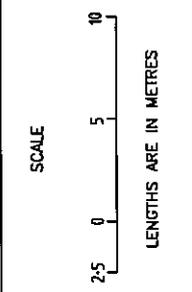


LEVEL 18
DIAGRAM 41

SEE SHEET 31

Sheet 42

LICENSED SURVEYOR (PRINT) ANDREI FIJAN
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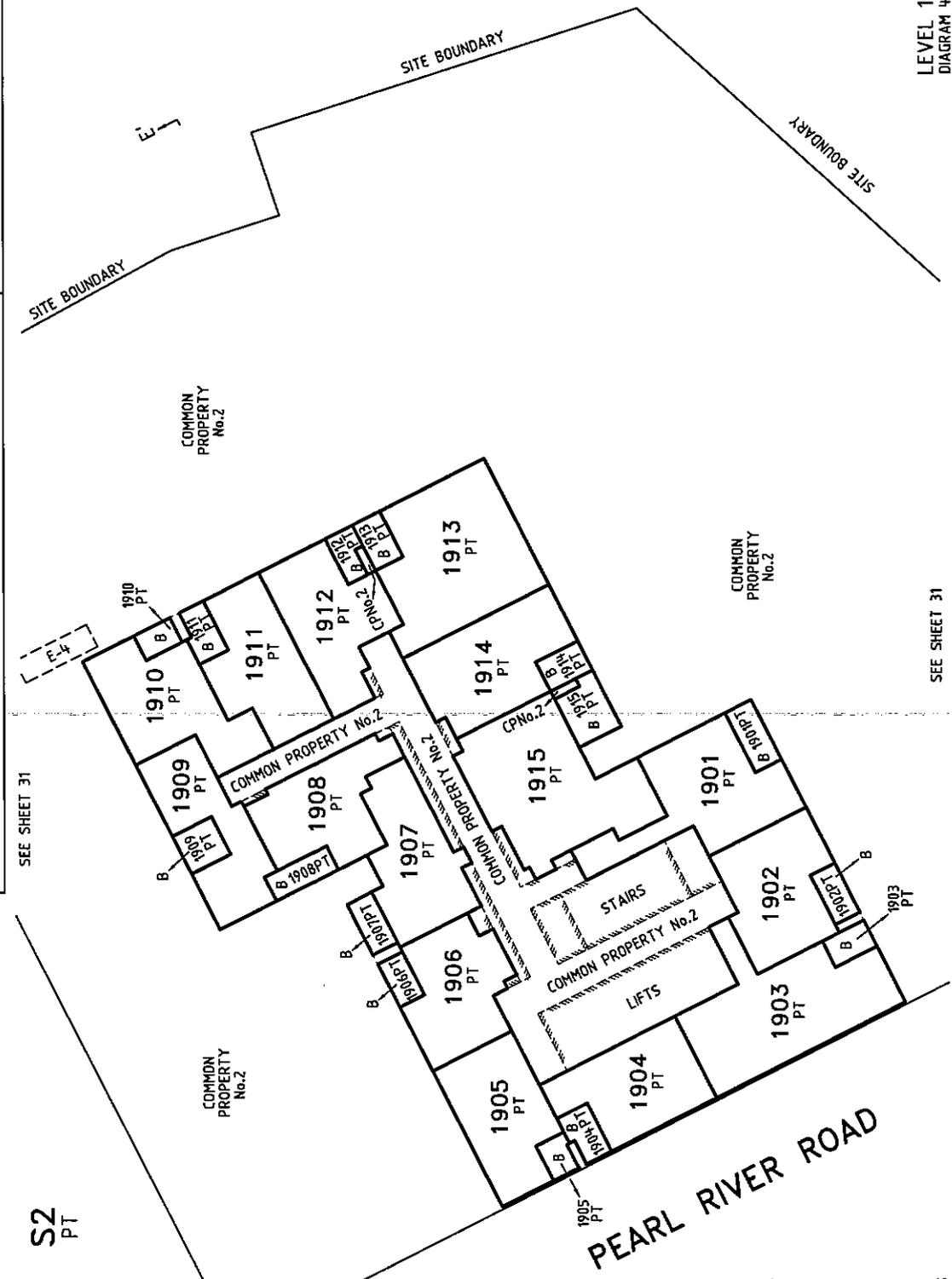


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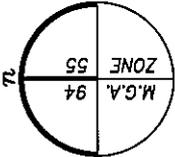
SEE SHEET 31

LEVEL 19
DIAGRAM 42

Sheet 43

S2
PT

PEARL RIVER ROAD

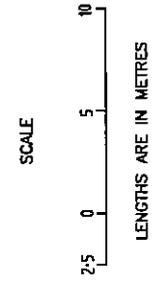


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 Vic 3205 Australia
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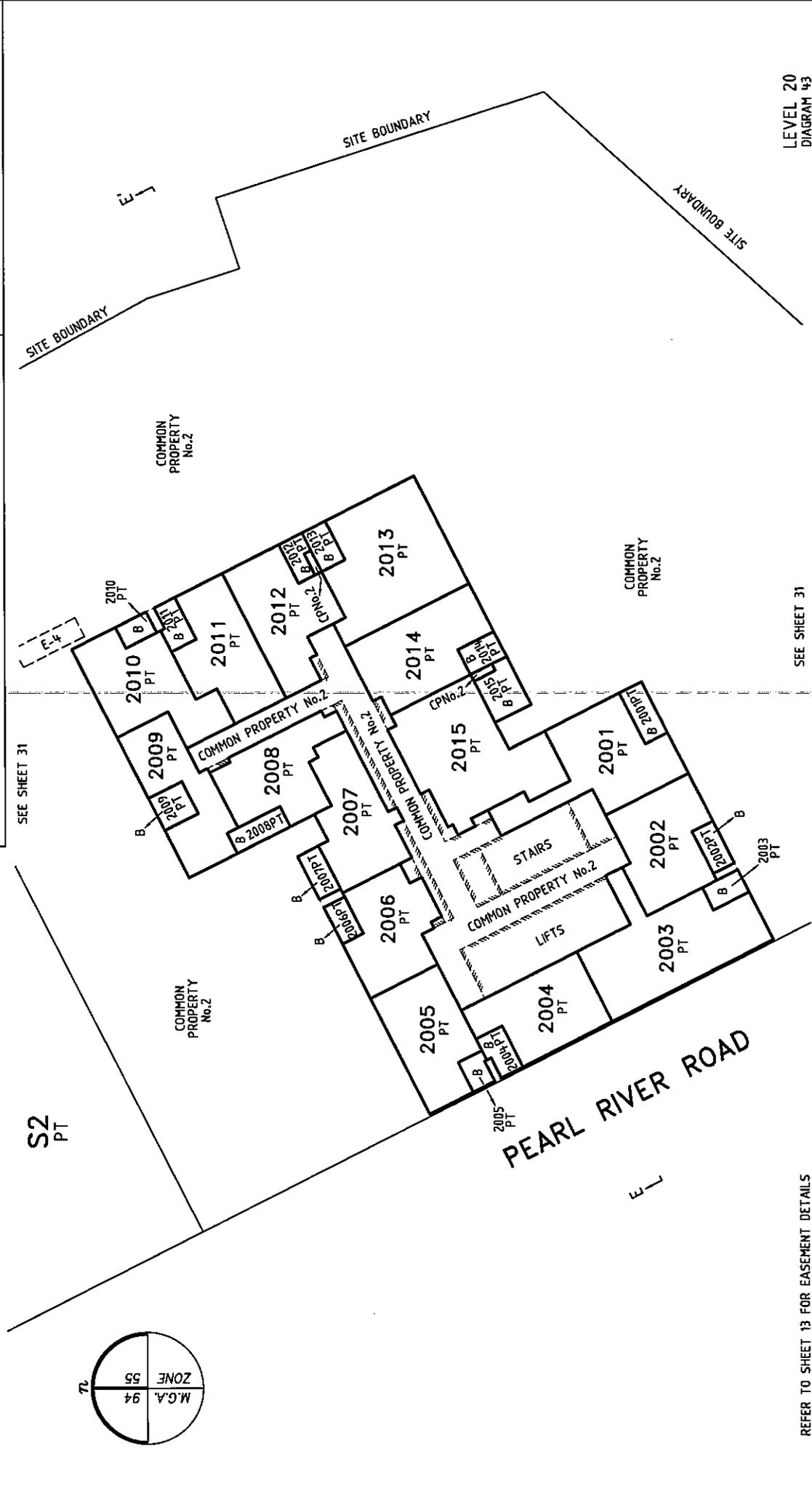
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 SIGNATURE DATE / /
 DIGITALLY SIGNED / /
 REF 29853003 08/05/14 VERSION A
 DWG 2985300EA



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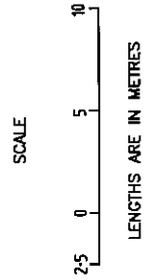
PLAN OF SUBDIVISION



LEVEL 20
DIAGRAM 43

Sheet 44

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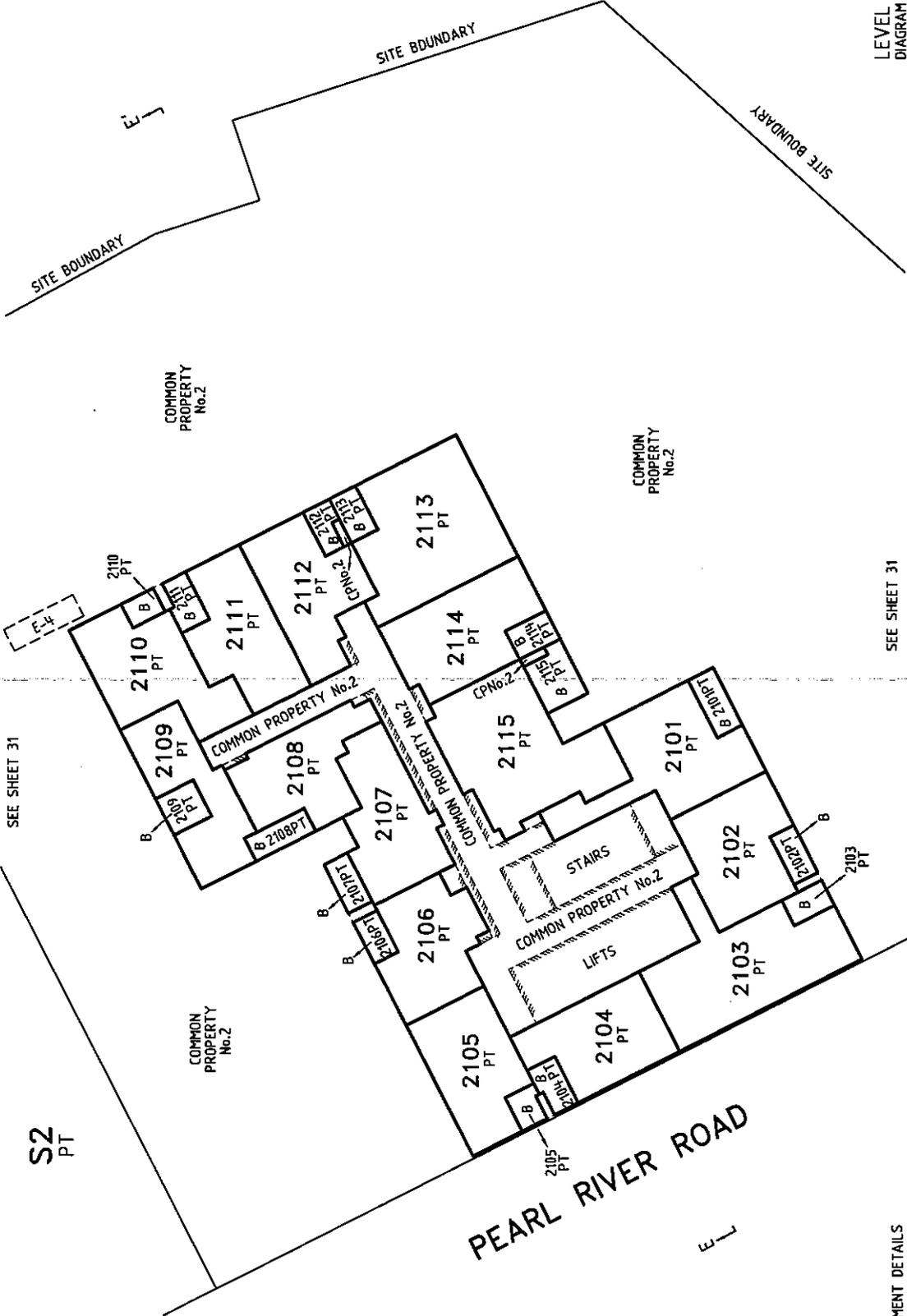
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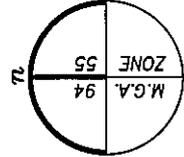
SEE SHEET 31

SEE SHEET 31

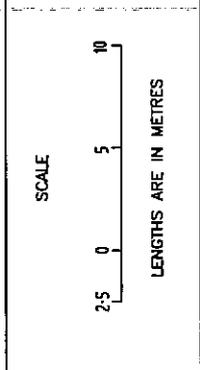
LEVEL 21
DIAGRAM 44

Sheet 45

S2
PT



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SHEET SIZE A3

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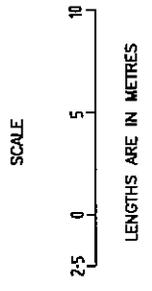
PLAN OF SUBDIVISION



LEVEL 22
DIAGRAM 45

Sheet 46

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DWG 2985300EA

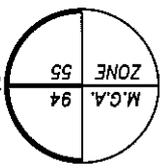


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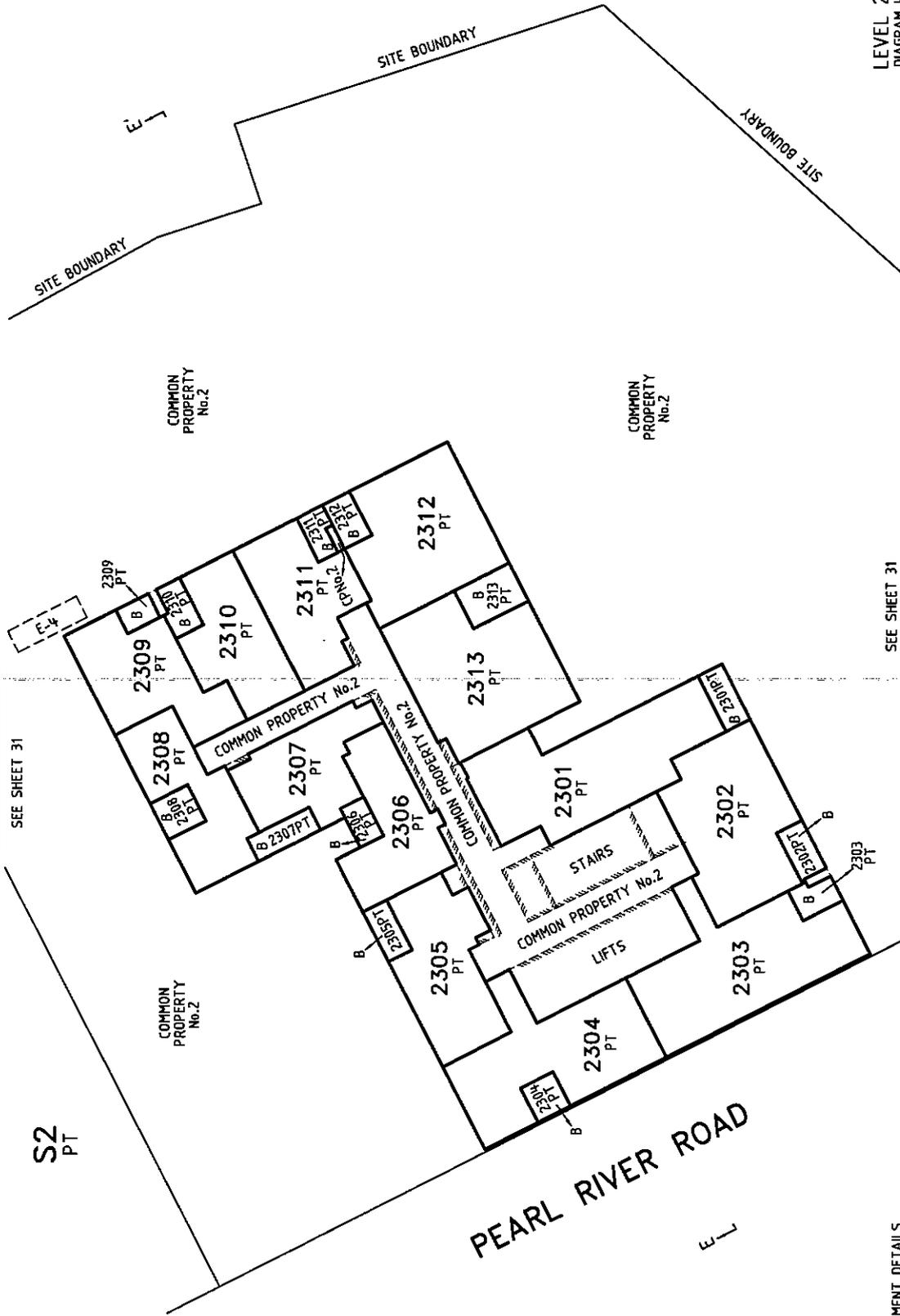
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LEVEL 23
DIAGRAM 46

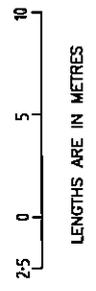
Sheet 47

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DIGITALLY SIGNED / /
REF 29853003 08/05/14 VERSION A
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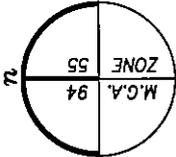
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SHEET SIZE A3

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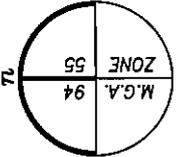
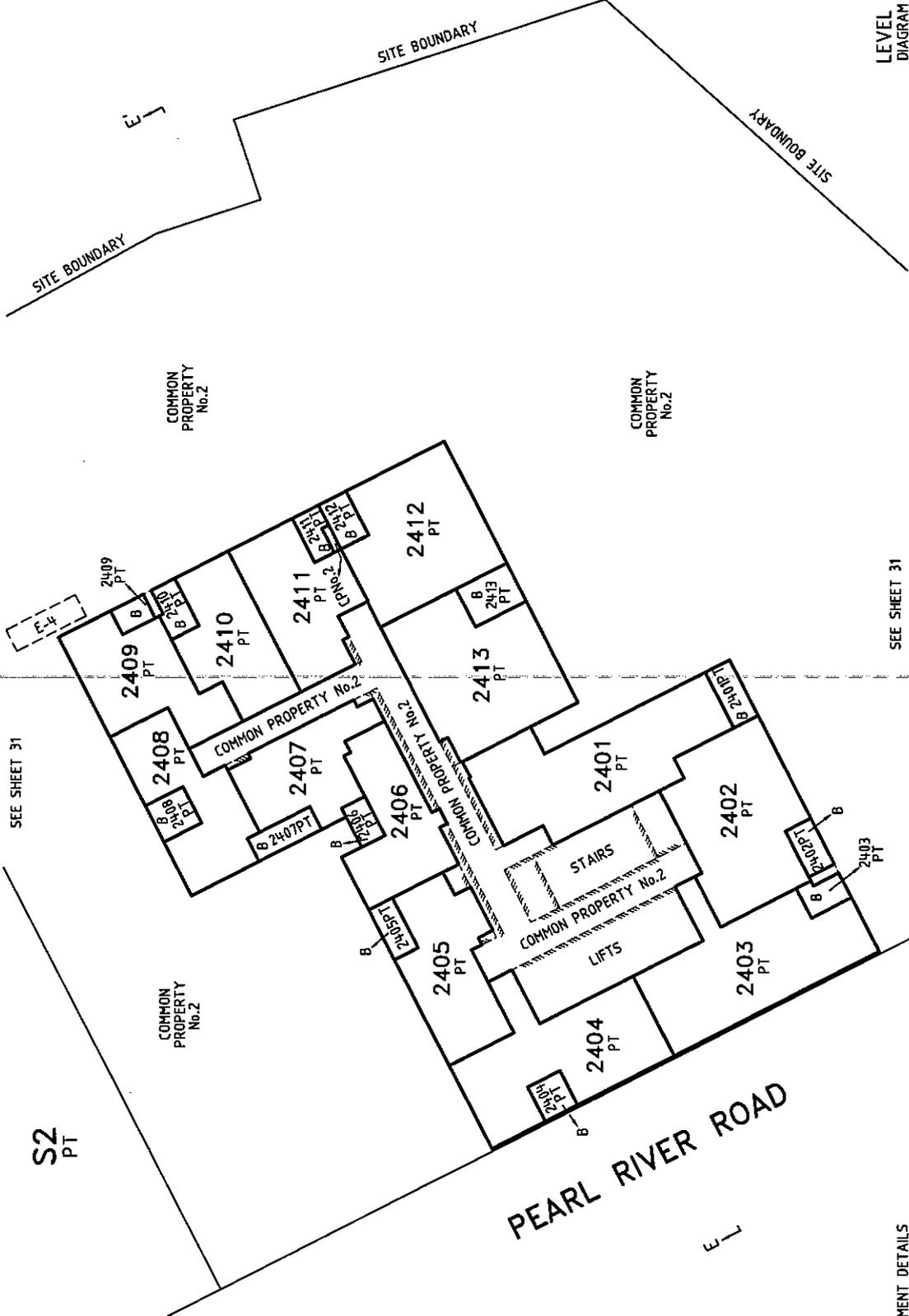
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PT

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LEVEL 24
DIAGRAM 47

Sheet 48



ORIGINAL
SCALE 1:250
SHEET SIZE A3

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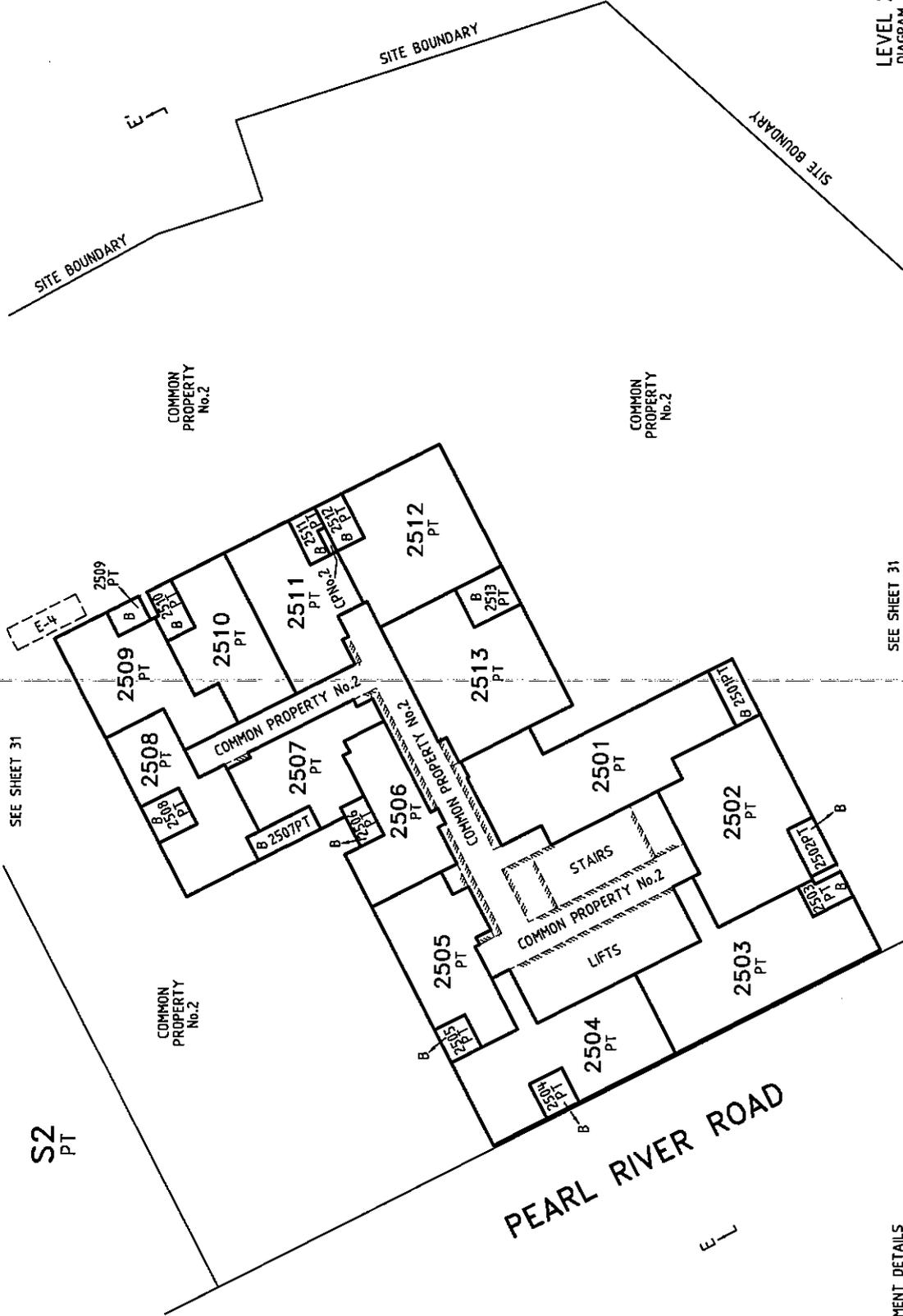


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LEVEL 25
DIAGRAM 48

Sheet 4.9

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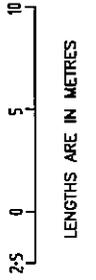
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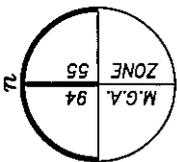
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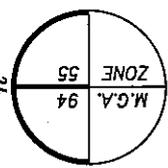
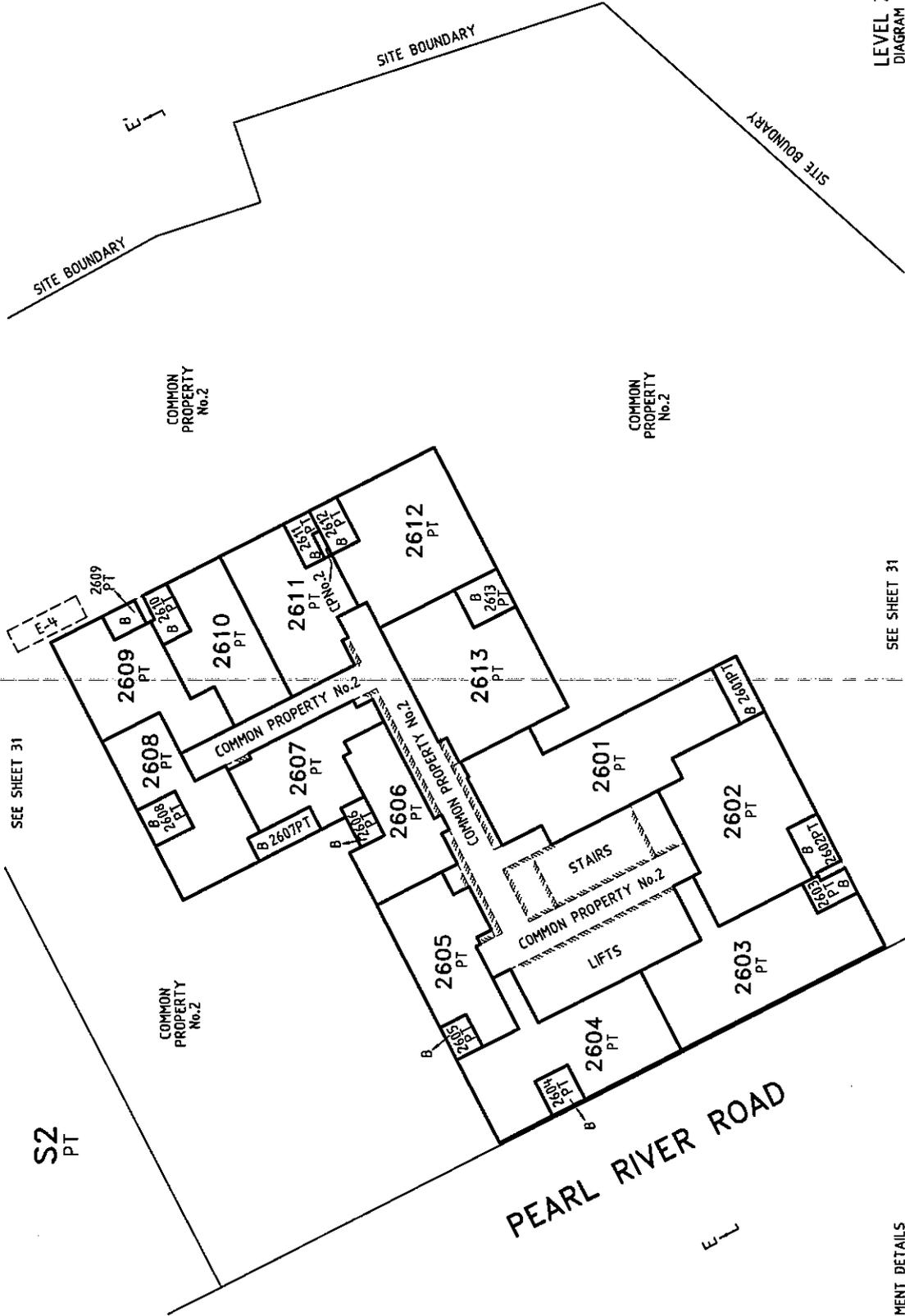
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LEVEL 26
DIAGRAM 49

Sheet 50

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DWG 2985300EA

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LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:250
SHEET SIZE A3

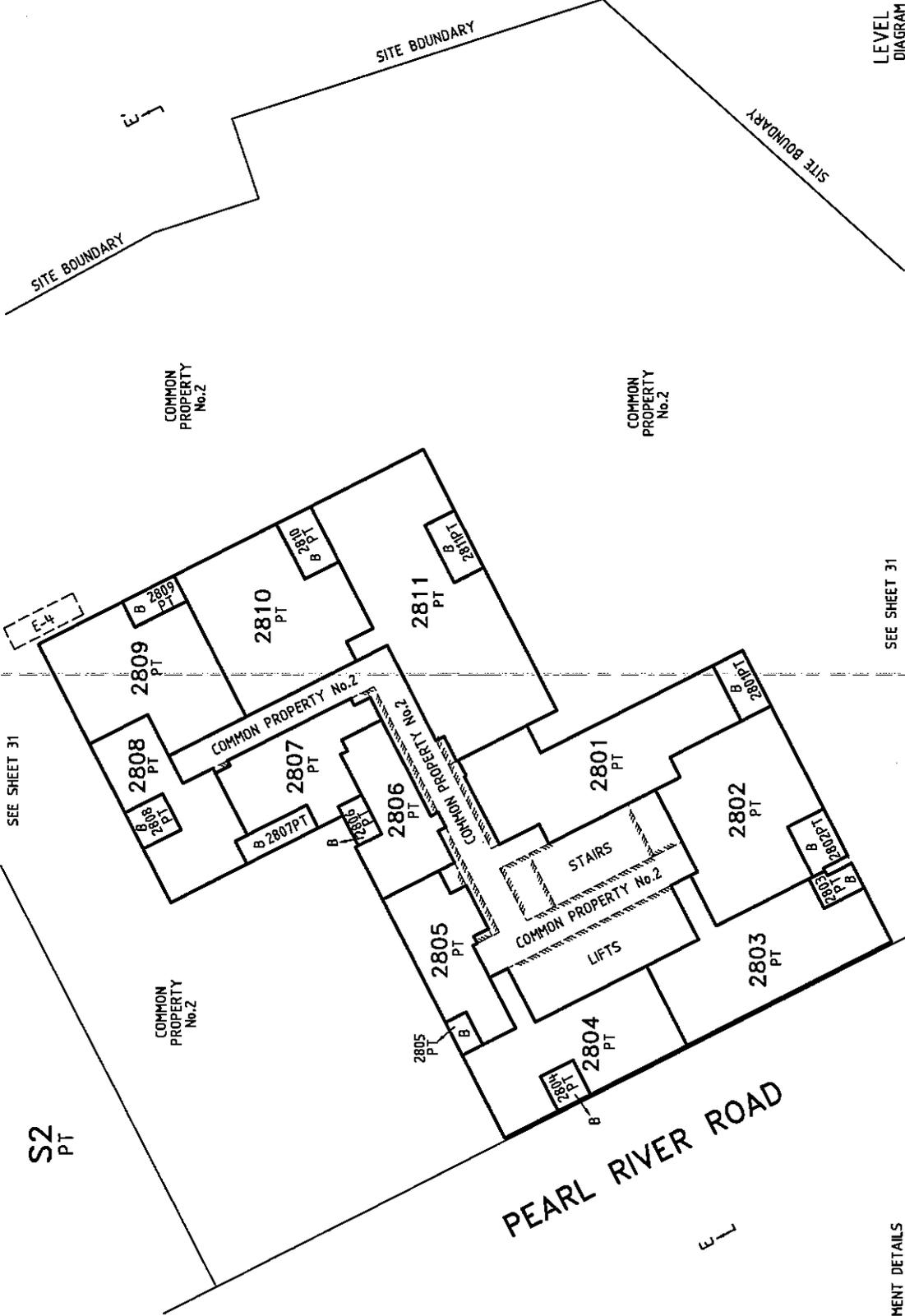


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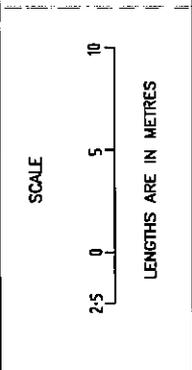
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PLAN OF SUBDIVISION



Sheet 52

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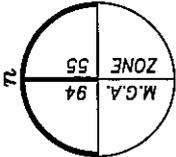


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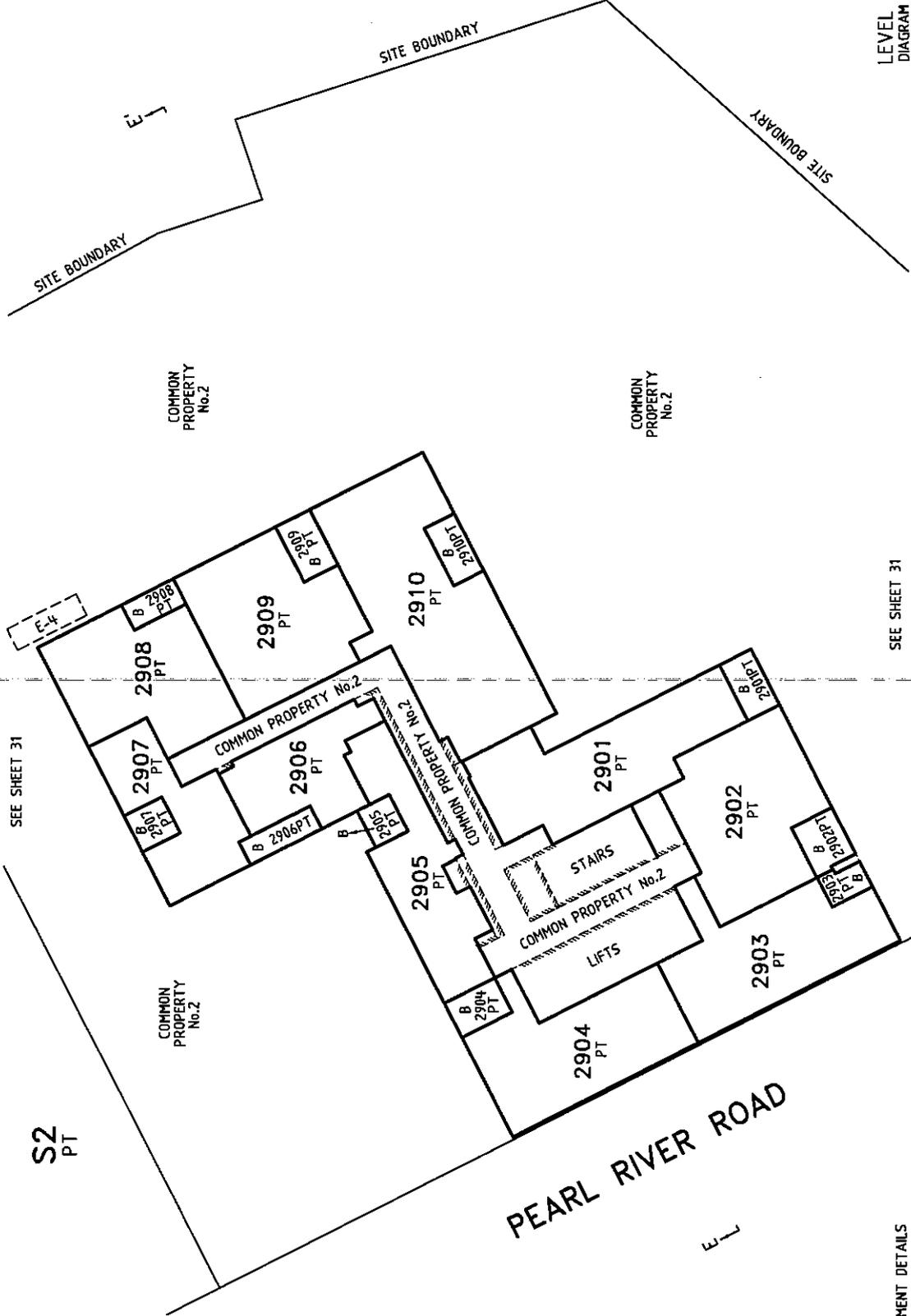
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PLAN OF SUBDIVISION

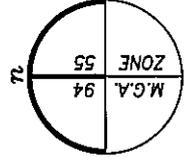


SEE SHEET 31

SEE SHEET 31

LEVEL 29
DIAGRAM 52

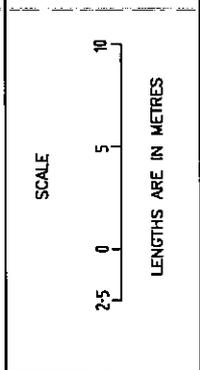
Sheet 53



S2
PT

PEARL RIVER ROAD

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ORIGINAL
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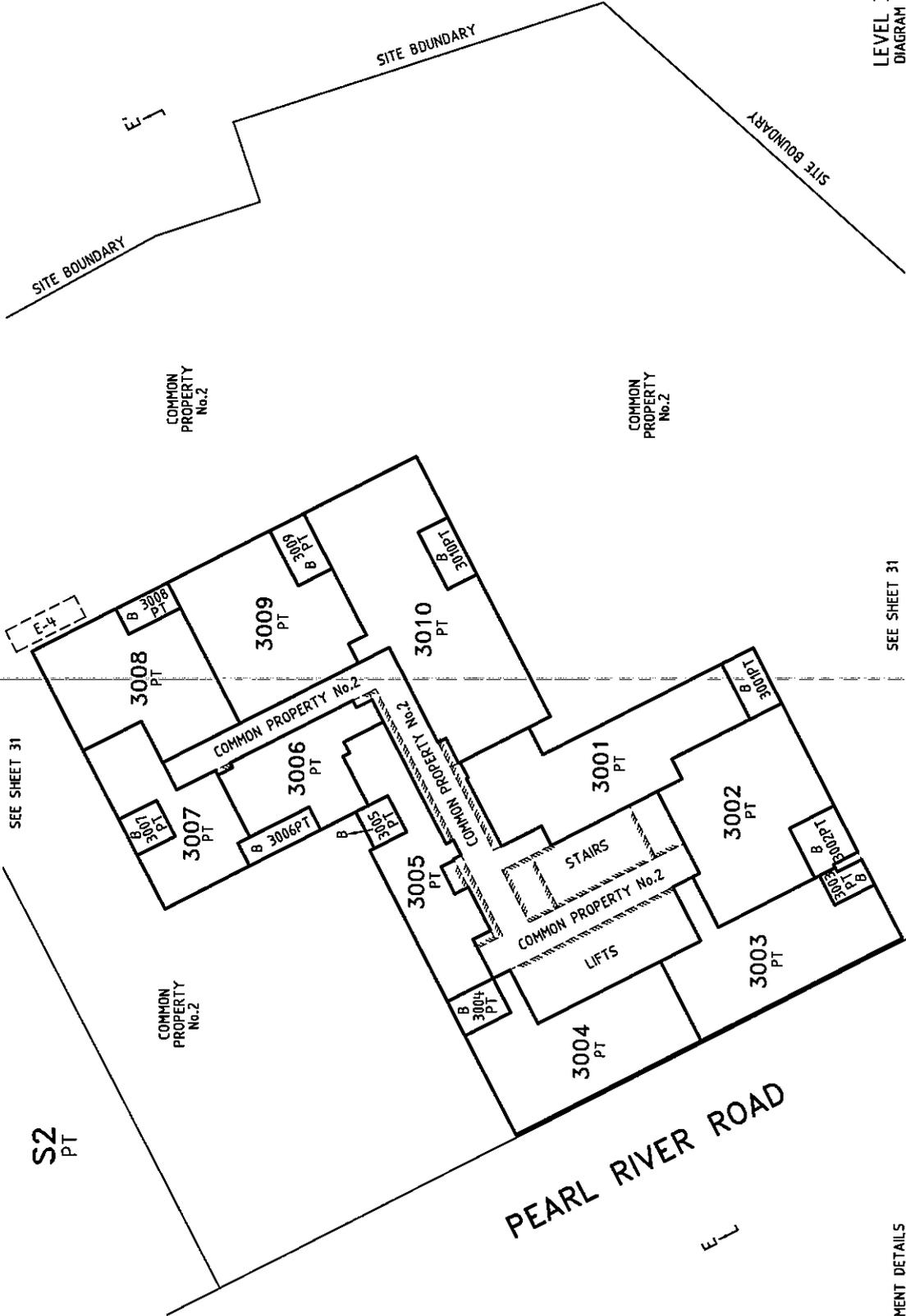


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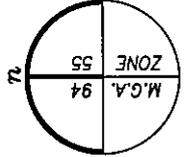


SEE SHEET 31

SEE SHEET 31

LEVEL 30
DIAGRAM 53

Sheet 54



ORIGINAL

SCALE SHEET SIZE
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SCALE



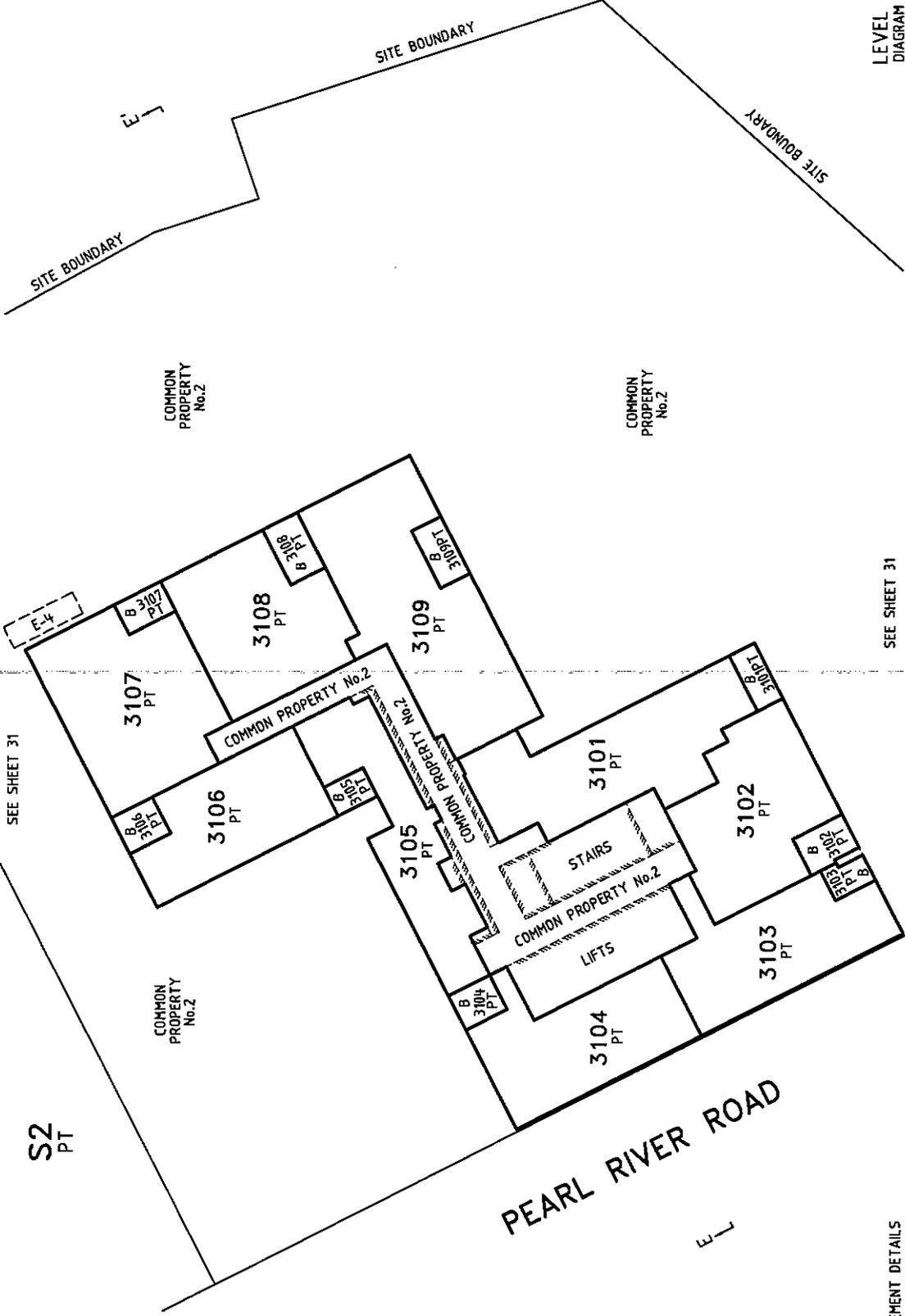
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PS 728852M /S1

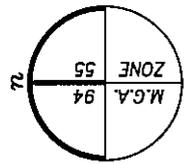
PLAN OF SUBDIVISION



SEE SHEET 31

LEVEL 31
DIAGRAM 54

Sheet 55



S2
PT

PEARL RIVER ROAD

REFER TO SHEET 13 FOR EASEMENT DETAILS

ORIGINAL

SCALE SHEET SIZE
1:250 A3

SCALE



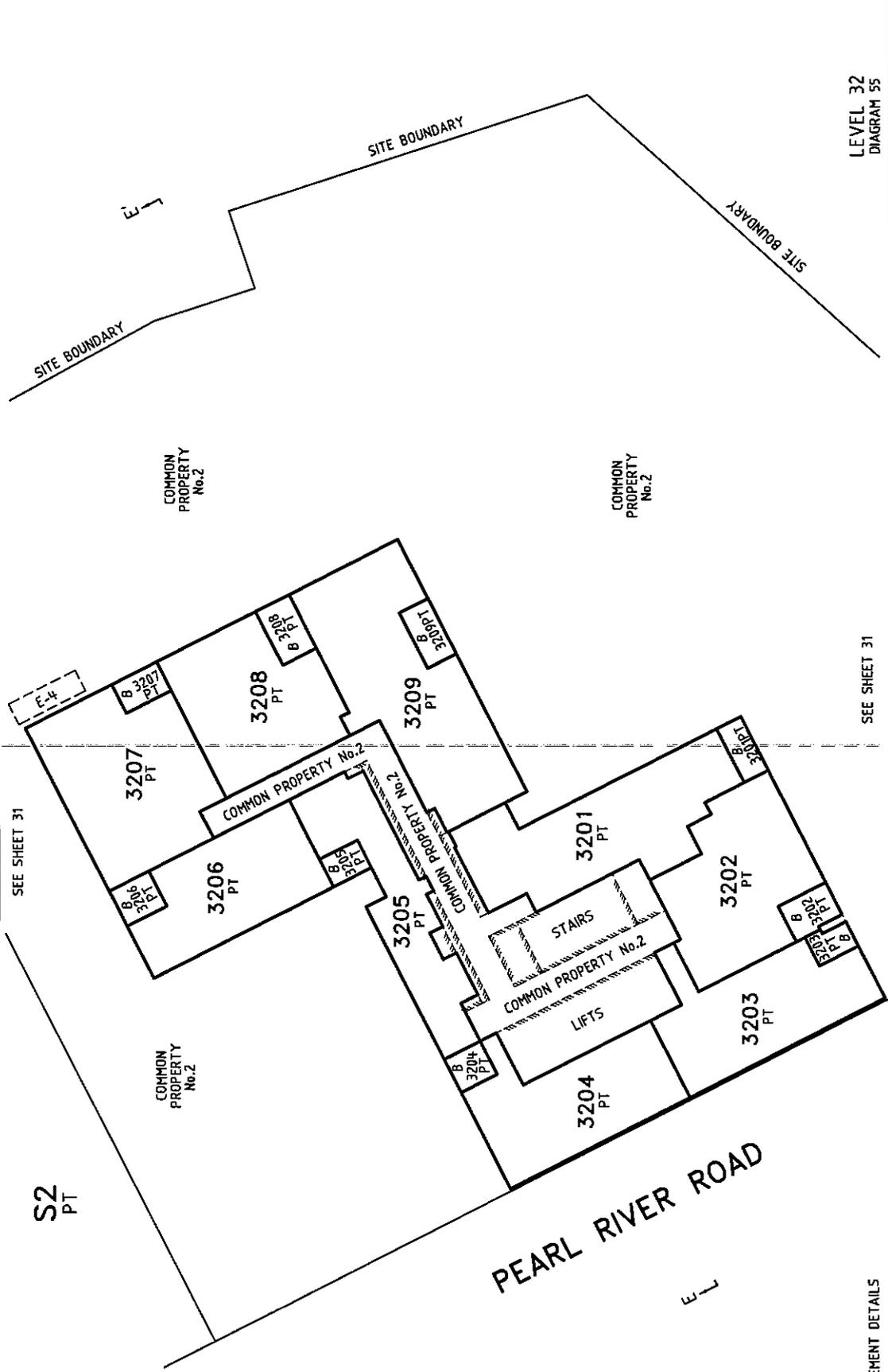
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SIGNATURE DIGITALLY SIGNED
REF 29853003 08/05/14 VERSION A
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LEVEL 32
DIAGRAM 55

Sheet 56

SEE SHEET 31

SEE SHEET 31

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SCALE



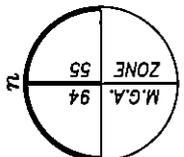
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SCALE SHEET SIZE
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REFER TO SHEET 13 FOR EASEMENT DETAILS



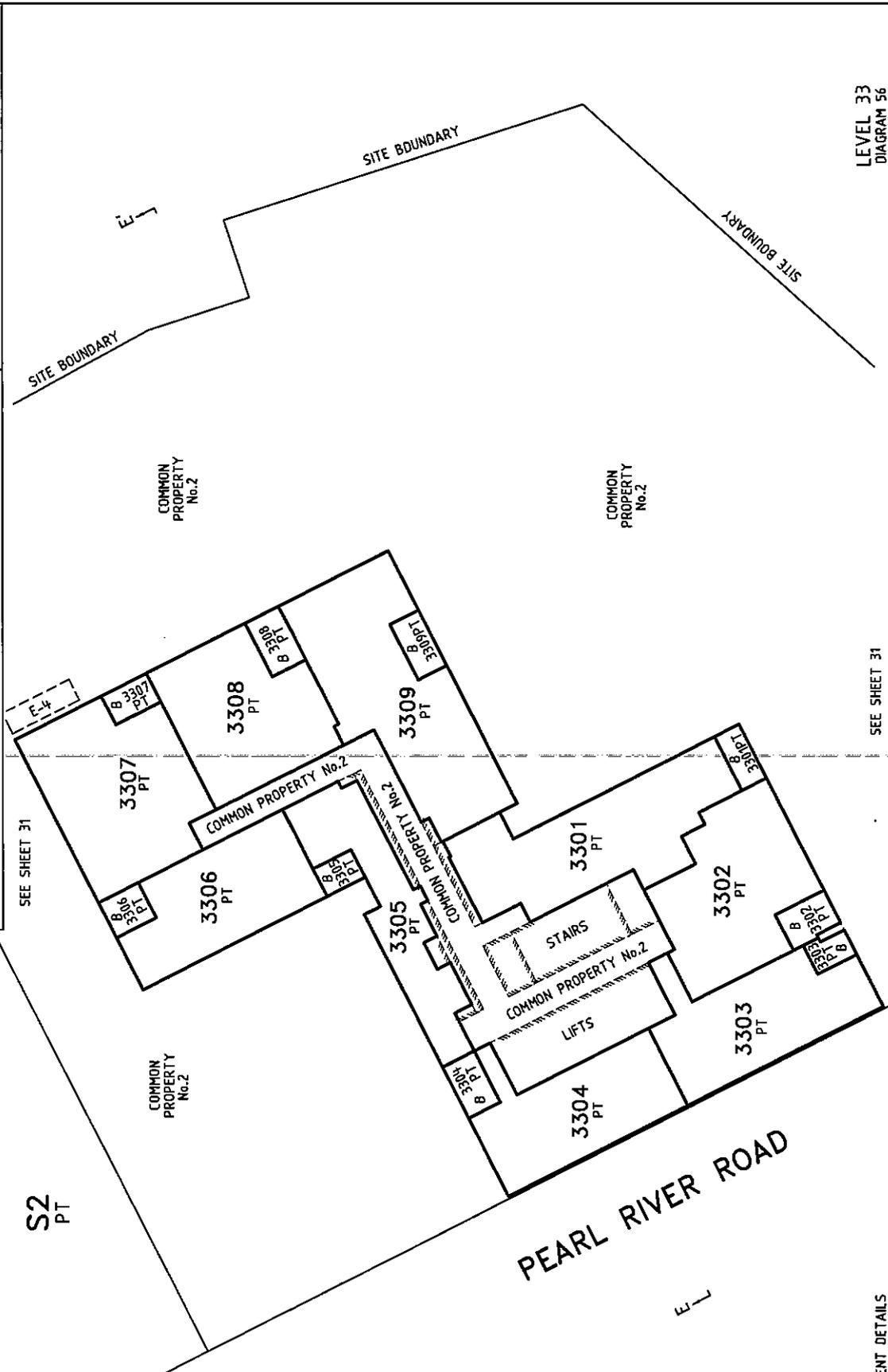
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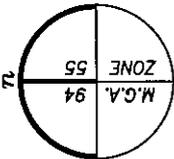
S2
PT

SEE SHEET 31

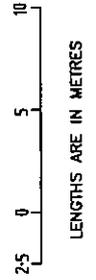
LEVEL 33
DIAGRAM 56

Sheet 57

SEE SHEET 31



SCALE



ORIGINAL

SCALE 1:250
SHEET SIZE A3

REFER TO SHEET 13 FOR EASEMENT DETAILS



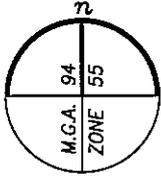
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PS 728852M /S1



S2
PT

SEE SHEET 31



SITE BOUNDARY

COMMON
PROPERTY
No.2

COMMON PROPERTY No.2

COMMON
PROPERTY
No.2

PEARL RIVER ROAD

SEE SHEET 31

SEE SHEET 31

SITE BOUNDARY

REFER TO SHEET 13 FOR EASEMENT DETAILS

Bosco Jonson Pty Ltd

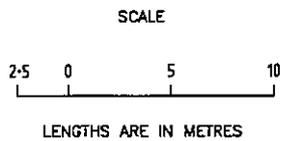
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LEVEL 34
DIAGRAM 57

Sheet 58

ORIGINAL
SCALE
SHEET SIZE
1:250
A3

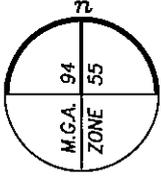


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PLAN OF SUBDIVISION

Plan Number

PS 728852M /S1



S2
PT

SEE SHEET 31



SITE BOUNDARY

COMMON
PROPERTY
No.2

COMMON
PROPERTY
No.2

COMMON
PROPERTY
No.2

STAIRS

B
3407
PT

3407
PT

3408
PT

VOID
3408
PT

3504
PT

B
3504
PT

3503
PT

B
3503
PT

COMMON PROPERTY No.2

STAIRS

3504
PT

3501
PT

B
3501
PT

3501
PT

COMMON
PROPERTY
No.2

PEARL RIVER ROAD

3503
PT

B
3502
PT

3502
PT

B
3502
PT

3501
PT

B
3501
PT

3501
PT

SEE SHEET 31

SITE BOUNDARY

SEE SHEET 31

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LEVEL 35
DIAGRAM 58

ORIGINAL

SCALE

Sheet 59

SCALE SHEET SIZE
1:250 A3



LENGTHS ARE IN METRES

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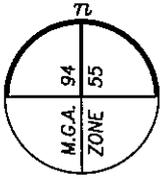
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PLAN OF SUBDIVISION

Plan Number

PS 728852M /S1



S2
PT

SEE SHEET 31



SITE BOUNDARY

COMMON
PROPERTY
No.2

COMMON
PROPERTY
No.2

COMMON
PROPERTY
No.2

COMMON PROPERTY No.2

PEARL RIVER ROAD

3603
PT

3603
PT

3604
PT

3604
PT

3602
PT

3601
PT

3601
PT

COMMON
PROPERTY
No.2

3602
PT

3601
PT

3601
PT

3602
PT

3601
PT

LIFTS

STAIRS

SEE SHEET 31

SEE SHEET 31

SITE BOUNDARY

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LEVEL 36
DIAGRAM 59

ORIGINAL

SCALE

SCALE SHEET SIZE
1:250 A3



LENGTHS ARE IN METRES

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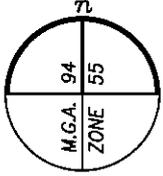
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Sheet 60

PLAN OF SUBDIVISION

Plan Number

PS 728852M /S1



S2
PT

SEE SHEET 31



SITE BOUNDARY



COMMON
PROPERTY
No.2

COMMON
PROPERTY
No.2

SEE SHEET 31

PEARL RIVER ROAD

3703
PT

3703
B
PT

3704
B
PT

3704
PT

3701
B
PT

3701
PT

3702
B
PT

3702
PT

COMMON
PROPERTY
No.2

3702
B
PT

B

SEE SHEET 31

SITE BOUNDARY

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LEVEL 37
DIAGRAM 60

ORIGINAL

SCALE

Sheet 61

SCALE SHEET SIZE
1:250 A3



LENGTHS ARE IN METRES

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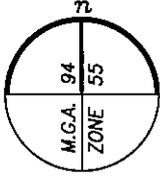
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Plan Number

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S2
PT

SEE SHEET 31



SITE BOUNDARY



COMMON
PROPERTY
No.2

3804
PT

B

3804
PT

COMMON
PROPERTY
No.2

3803
PT

3703
PT

B

B

LIFTS

STAIRS

3801
PT

3801
PT

B

PEARL RIVER ROAD



3802
PT

B

3802
PT

3802
PT

B

3801
PT

B

COMMON
PROPERTY
No.2

SEE SHEET 31

SITE BOUNDARY

SEE SHEET 31

REFER TO SHEET 13 FOR EASEMENT DETAILS

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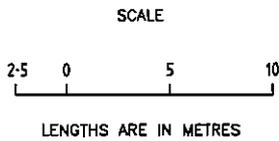
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LEVEL 38
DIAGRAM 61

Sheet 62

ORIGINAL
SCALE
SHEET
SIZE
1:250
A3

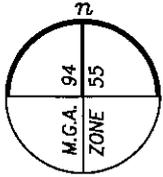


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DWG 2985300EA

PLAN OF SUBDIVISION

Plan Number

PS 728852M /S1



S2
PT

SEE SHEET 31



SITE BOUNDARY



COMMON
PROPERTY
No.2

3904
PT

COMMON
PROPERTY
No.2

SEE SHEET 31

PEARL RIVER ROAD

3903
PT

B

3904
PT

B

3901
PT

B

3901
PT

B

3901
PT

B

3902
PT

B

3902
PT

B

COMMON
PROPERTY
No.2

SEE SHEET 31

SITE BOUNDARY

REFER TO SHEET 13 FOR EASEMENT DETAILS

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Vic 3205 Australia
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LEVEL 39
DIAGRAM 62

ORIGINAL

SCALE

Sheet 63

SCALE SHEET SIZE
1:250 A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN

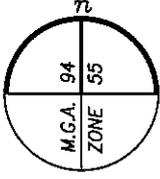
SIGNATURE DIGITALLY SIGNED DATE / /

REF 29853003 08/05/14 VERSION A
DWG 2985300EA

PLAN OF SUBDIVISION

Plan Number

PS 728852M /S1



S2
PT

SEE SHEET 31

E-W

E-W

SITE BOUNDARY

E-W

COMMON
PROPERTY
No.2

COMMON
PROPERTY
No.2

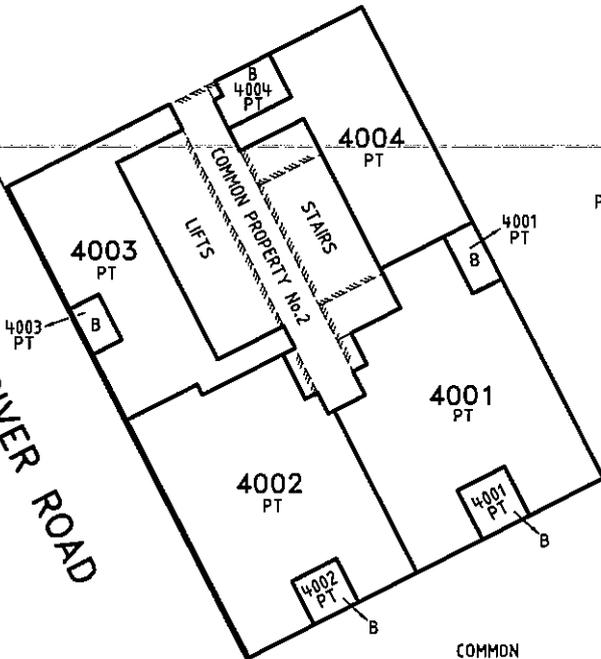
COMMON
PROPERTY
No.2

SEE SHEET 31

SEE SHEET 31

PEARL RIVER ROAD

SITE BOUNDARY



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LEVEL 40
DIAGRAM 63

Sheet 64

ORIGINAL

SCALE

SCALE SHEET SIZE
1:250 A3



LENGTHS ARE IN METRES

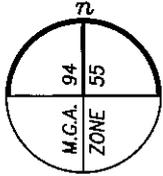
LICENSED SURVEYOR (PRINT) ANDREI FIJAN

SIGNATURE DIGITALLY SIGNED DATE / /

REF 29853003 08/05/14 VERSION A
DWG 2985300EA

PLAN OF SUBDIVISION

Plan Number
PS 728852M /S1



S2
PT

SEE SHEET 31



SITE BOUNDARY

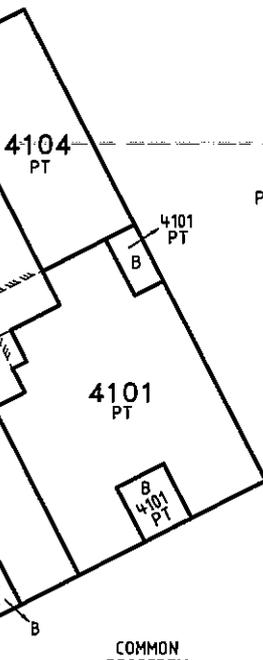


COMMON
PROPERTY
No.2

COMMON
PROPERTY
No.2

SEE SHEET 31

PEARL RIVER ROAD



COMMON
PROPERTY
No.2

SEE SHEET 31

SITE BOUNDARY

REFER TO SHEET 13 FOR EASEMENT DETAILS

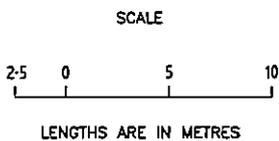
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LEVEL 41
DIAGRAM 64

Sheet 65

ORIGINAL
SCALE
1:250
SHEET
SIZE
A3

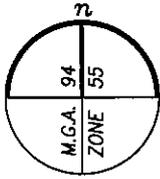


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REF 29853003 08/05/14 VERSION A
DWG 2985300EA

PLAN OF SUBDIVISION

Plan Number

PS 728852M /S1



S2
PT

SEE SHEET 31



SITE BOUNDARY



COMMON
PROPERTY
No.2

COMMON
PROPERTY
No.2

SEE SHEET 31

PEARL RIVER ROAD

4203
PT

4203
PT

4204
PT

4201
PT

4201
PT

4202

COMMON
PROPERTY
No.2

SEE SHEET 31

SITE BOUNDARY

REFER TO SHEET 13 FOR EASEMENT DETAILS

Bosco Jonson Pty Ltd

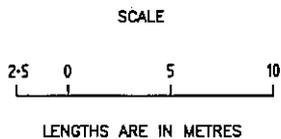
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LEVEL 42
DIAGRAM 65

Sheet 66

ORIGINAL
SCALE
1:250
SHEET
SIZE
A3

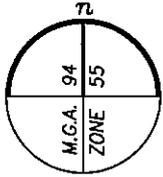


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SIGNATURE DIGITALLY SIGNED . . . DATE / /
REF 29853003 08/05/14 VERSION A
DWG 2985300EA

PLAN OF SUBDIVISION

Plan Number

PS 728852M /S1



S2
PT

SEE SHEET 31



SITE BOUNDARY

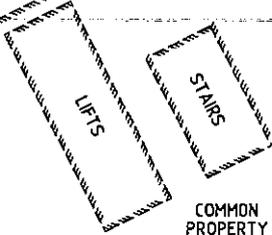


COMMON
PROPERTY
No.2

COMMON
PROPERTY
No.2

SEE SHEET 31

PEARL RIVER ROAD



COMMON
PROPERTY
No.2

4201
PT

4202

COMMON
PROPERTY
No.2

SEE SHEET 31

SITE BOUNDARY

REFER TO SHEET 13 FOR EASEMENT DETAILS

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LEVEL 43
DIAGRAM 66

ORIGINAL

SCALE

Sheet 67

SCALE SHEET SIZE
1:250 A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN

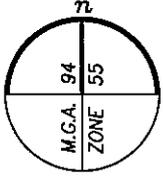
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REF 29853003 08/05/14 VERSION A
DWG 2985300EA

PLAN OF SUBDIVISION

Plan Number

PS 728852M /S1



S2
PT

SEE SHEET 31



SITE BOUNDARY



COMMON
PROPERTY
No.2

COMMON
PROPERTY
No.2

COMMON
PROPERTY
No.2

COMMON
PROPERTY
No.2

PEARL RIVER ROAD

SEE SHEET 31

SEE SHEET 31

SITE BOUNDARY

REFER TO SHEET 13 FOR EASEMENT DETAILS

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LEVEL 44 (ROOF)
DIAGRAM 67

Sheet 68

ORIGINAL

SCALE

SCALE SHEET SIZE
1:250 A3



LENGTHS ARE IN METRES

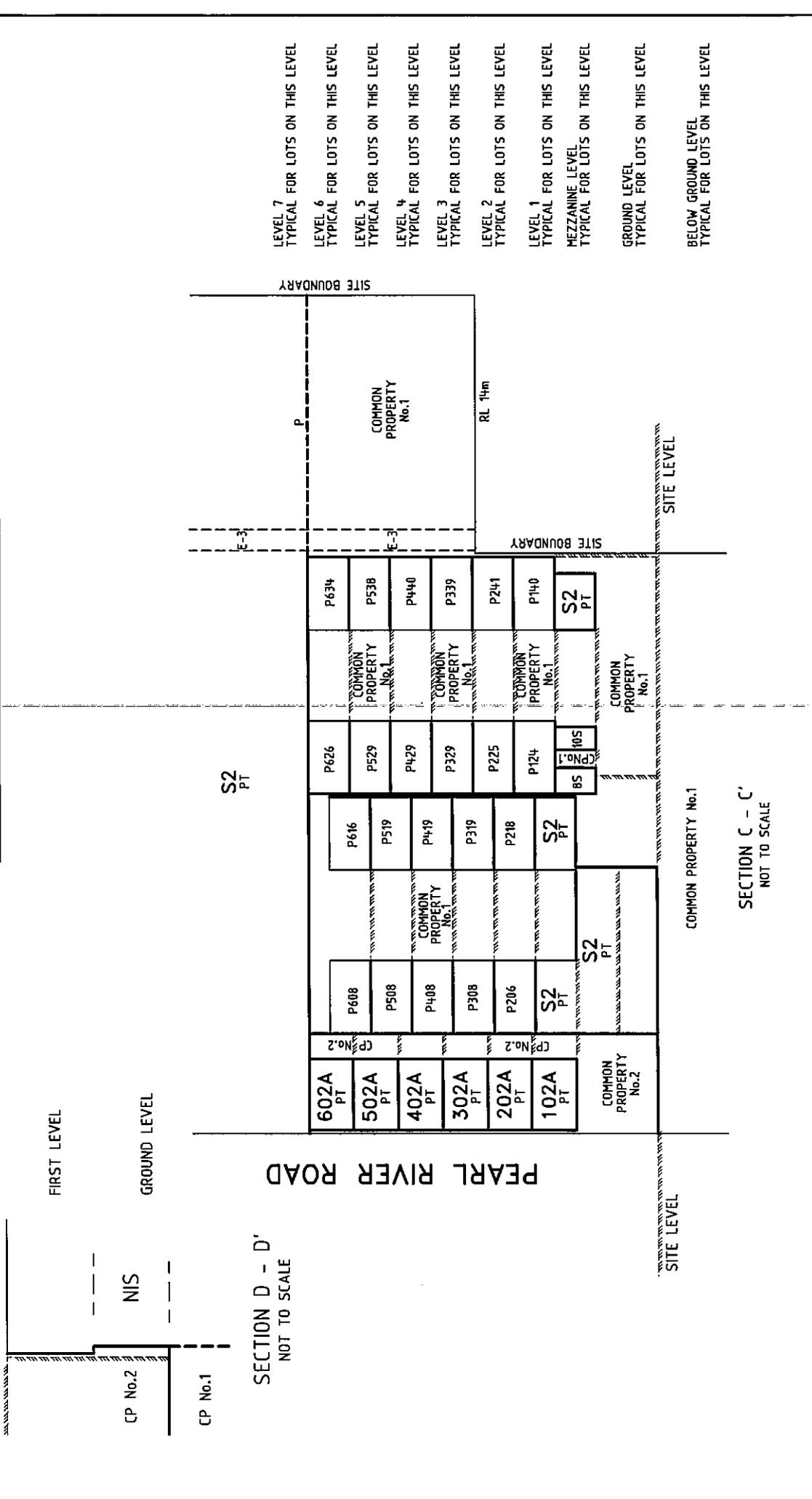
LICENSED SURVEYOR (PRINT) ANDREI FIJAN

SIGNATURE DIGITALLY SIGNED DATE / /

REF 29853003 08/05/14 VERSION A
DWG 2985300EA

PLAN OF SUBDIVISION

Plan Number
PS 728852M /S1



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SCALE: NTS

SHEET SIZE: A3

ORIGINAL

LICENSED SURVEYOR (PRINT): ANDREI FIJAN

SIGNATURE: [Signature]

DIGITALLY SIGNED: [Signature]

DATE: 08/05/14

VERSION: A

REF: 29853003

DWG: 2985300EA

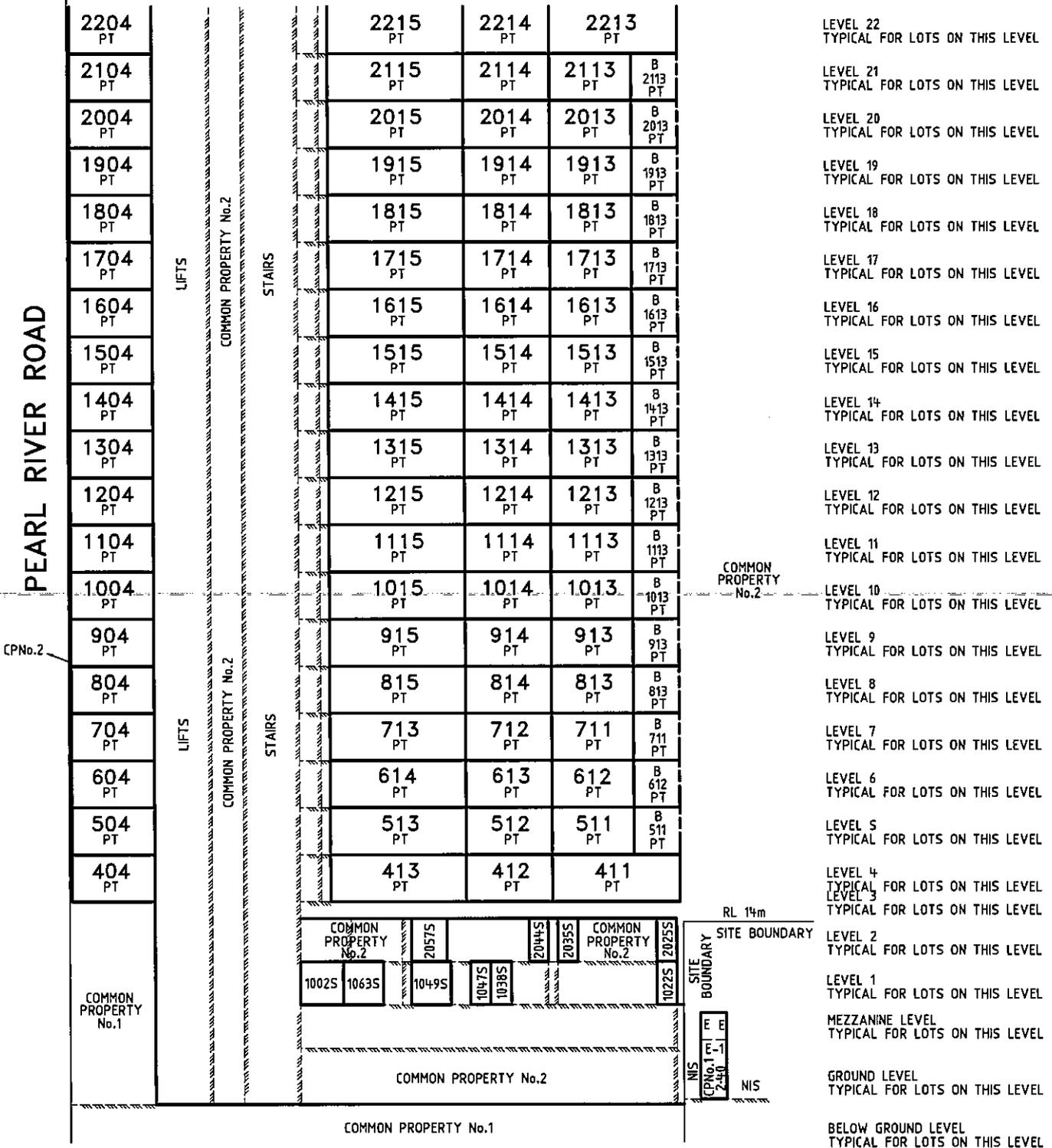
Sheet 70

PLAN OF SUBDIVISION

Plan Number

PS 728852M /S1

SEE SHEET 72 FOR CONTINUATION



- LEVEL 22
TYPICAL FOR LOTS ON THIS LEVEL
- LEVEL 21
TYPICAL FOR LOTS ON THIS LEVEL
- LEVEL 20
TYPICAL FOR LOTS ON THIS LEVEL
- LEVEL 19
TYPICAL FOR LOTS ON THIS LEVEL
- LEVEL 18
TYPICAL FOR LOTS ON THIS LEVEL
- LEVEL 17
TYPICAL FOR LOTS ON THIS LEVEL
- LEVEL 16
TYPICAL FOR LOTS ON THIS LEVEL
- LEVEL 15
TYPICAL FOR LOTS ON THIS LEVEL
- LEVEL 14
TYPICAL FOR LOTS ON THIS LEVEL
- LEVEL 13
TYPICAL FOR LOTS ON THIS LEVEL
- LEVEL 12
TYPICAL FOR LOTS ON THIS LEVEL
- LEVEL 11
TYPICAL FOR LOTS ON THIS LEVEL
- LEVEL 10
TYPICAL FOR LOTS ON THIS LEVEL
- LEVEL 9
TYPICAL FOR LOTS ON THIS LEVEL
- LEVEL 8
TYPICAL FOR LOTS ON THIS LEVEL
- LEVEL 7
TYPICAL FOR LOTS ON THIS LEVEL
- LEVEL 6
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- LEVEL 5
TYPICAL FOR LOTS ON THIS LEVEL
- LEVEL 4
TYPICAL FOR LOTS ON THIS LEVEL
- LEVEL 3
TYPICAL FOR LOTS ON THIS LEVEL
- LEVEL 2
TYPICAL FOR LOTS ON THIS LEVEL
- LEVEL 1
TYPICAL FOR LOTS ON THIS LEVEL
- MEZZANINE LEVEL
TYPICAL FOR LOTS ON THIS LEVEL
- GROUND LEVEL
TYPICAL FOR LOTS ON THIS LEVEL
- BELOW GROUND LEVEL
TYPICAL FOR LOTS ON THIS LEVEL

PEARL RIVER ROAD

LIFTS

STAIRS

COMMON PROPERTY No.2

COMMON PROPERTY No.2

COMMON PROPERTY No.2

RL 14m

SITE BOUNDARY

SITE BOUNDARY
CPNo.1 2:40
NIS

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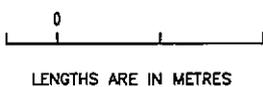
SECTION E - E'
NOT TO SCALE

ORIGINAL

SCALE

Sheet 71

SCALE SHEET SIZE
NTS A3



LICENSED SURVEYOR (PRINT) ANDREI FIJAN
SIGNATURE DIGITALLY SIGNED DATE / /
REF 29853003 08/05/14 VERSION A
DWG 2985300EA

PLAN OF SUBDIVISION

Plan Number

PS 728852M /S1

ROOF LEVEL

LEVEL 43
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 42
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 41
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 40
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 39
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 38
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 37
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 36
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 35
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 34
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 33
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 32
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 31
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 30
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 29
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 28
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 27
TYPICAL FOR LOTS ON THIS LEVEL

COMMON PROPERTY No.2
LEVEL 26
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 25
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 24
TYPICAL FOR LOTS ON THIS LEVEL

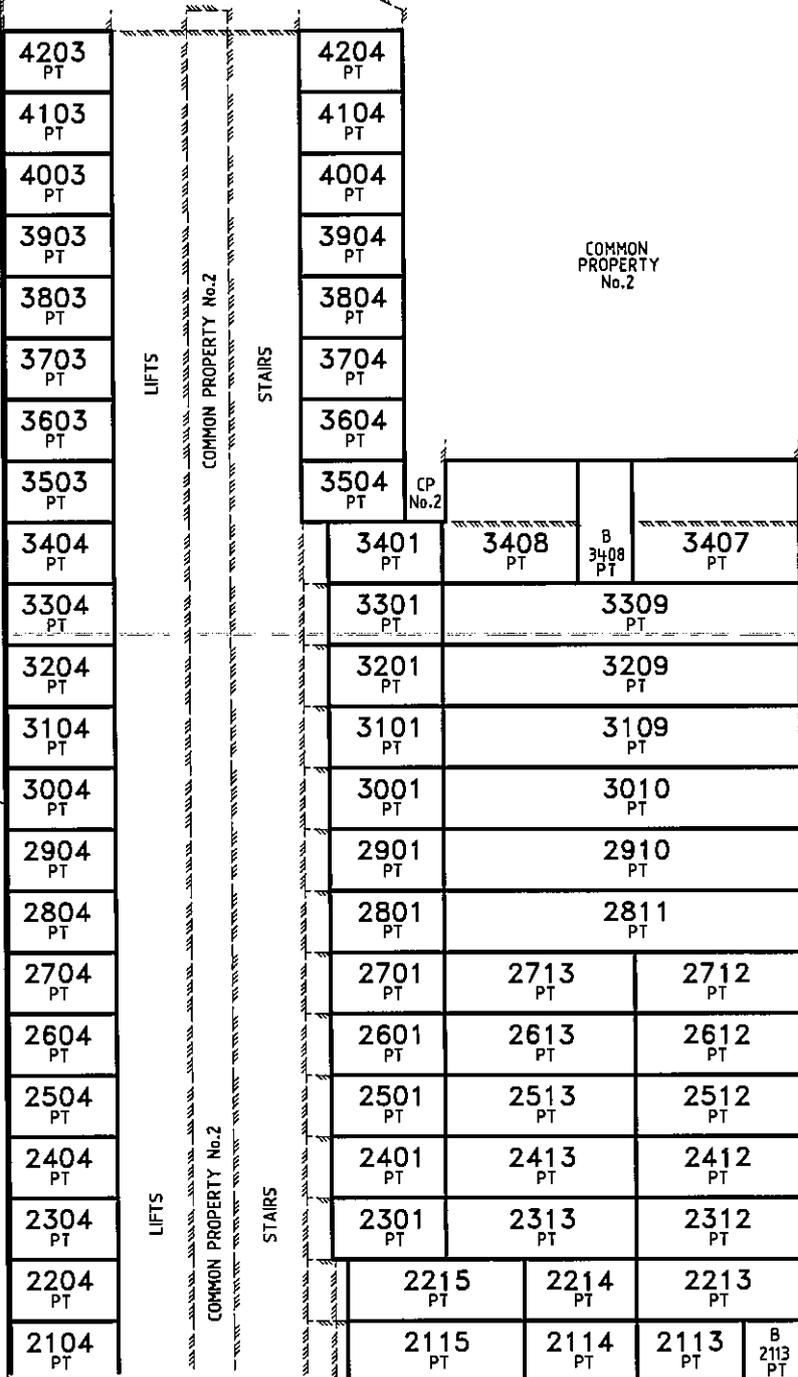
LEVEL 23
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 22
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 21
TYPICAL FOR LOTS ON THIS LEVEL

PEARL RIVER ROAD

CPNo.2



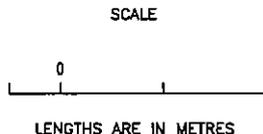
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SEE SHEET 71 FOR CONTINUATION

SECTION E - E'
NOT TO SCALE

ORIGINAL
SCALE
SHEET SIZE
NTS A3



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Sheet 72

OWNERS CORPORATION SCHEDULE

Plan Number

PS 728852M /S 1

Owners Corporation 1

Plan No. PS 728852M

Land affected by Owners Corporation: LOTS IN THE TABLE BELOW AND COMMON PROPERTIES No.1 & No.2,

Limitations on Owners Corporation:
NO LIMITATIONS

Notations

ONLY THE MEMBERS OF OWNERS CORPRATION 2 ARE ENTITLED TO USE COMMON PRDPRY No.2

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
101A	38	38	601	42	42	901	42	42	1201	43	43
102A	38	38	602	40	40	902	40	40	1202	41	41
103A	40	40	603	54	54	903	56	56	1203	57	57
104A	45	45	604	40	40	904	40	40	1204	41	41
			605	34	34	905	38	38	1205	38	38
201A	38	38	606	40	40	906	38	38	1206	38	38
202A	38	38	607	40	40	907	38	38	1207	38	38
203A	41	41	608	42	42	908	38	38	1208	38	38
204A	43	43	609	40	40	909	38	38	1209	38	38
			610	39	39	910	42	42	1210	43	43
301A	53	53	611	40	40	911	40	40	1211	41	41
302A	38	38	612	56	56	912	40	40	1212	41	41
303A	63	63	613	40	40	913	57	57	1213	59	59
			614	57	57	914	41	41	1214	42	42
401A	53	53				915	59	59	1215	60	60
402A	38	38	701	42	42						
403A	64	64	702	40	40	1001	43	43	1301	43	43
			703	55	55	1002	41	41	1302	41	41
501A	53	53	704	39	39	1003	56	56	1303	58	58
502A	39	39	705	37	37	1004	41	41	1304	41	41
503A	65	65	706	37	37	1005	38	38	1305	39	39
			707	37	37	1006	38	38	1306	39	39
601A	53	53	708	41	41	1007	38	38	1307	39	39
602A	39	39	709	37	37	1008	38	38	1308	39	39
603A	65	65	710	40	40	1009	38	38	1309	39	39
			711	56	56	1010	43	43	1310	43	43
401	41	41	712	40	40	1011	41	41	1311	41	41
402	38	38	713	58	58	1012	41	41	1312	41	41
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405	43	43	802	40	40	1015	59	59	1315	61	61
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409	39	39	806	37	37	1103	57	57	1403	58	58
410	40	40	807	37	37	1104	41	41	1404	42	42
411	55	55	808	37	37	1105	38	38	1405	39	39
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413	56	56	810	42	42	1107	38	38	1407	39	39
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501	41	41	812	40	40	1109	38	38	1409	39	39
502	38	38	813	57	57	1110	43	43	1410	44	44
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512	41	41									
513	57	57									

Sheet 73

Original sheet size A3

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SIGNATURE DATE / /

REF 29853003 08/05/14 VERSION A
DWG 2985300EA

OWNERS CORPORATION SCHEDULE

Plan Number

PS 728852M /S 1

Owners Corporation 1

Plan No. PS 728852M

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability									
1501	44	44	1901	45	45	2301	66	66	2801	72	72
1502	42	42	1902	43	43	2302	63	63	2802	65	65
1503	59	59	1903	61	61	2303	64	64	2803	65	65
1504	42	42	1904	43	43	2304	61	61	2804	64	64
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1507	39	39	1907	42	42	2307	44	44	2807	46	46
1508	39	39	1908	42	42	2308	44	44	2808	46	46
1509	39	39	1909	42	42	2309	44	44	2809	66	66
1510	44	44	1910	45	45	2310	43	43	2810	67	67
1511	42	42	1911	43	43	2311	44	44	2811	115	115
1512	42	42	1912	43	43	2312	64	64			
1513	60	60	1913	62	62	2313	64	64	2901	72	72
1514	42	42	1914	43	43				2902	67	67
1515	62	62	1915	64	64	2401	68	68	2903	66	66
						2402	63	63	2904	67	67
1601	44	44	2001	45	45	2403	64	64	2905	60	60
1602	42	42	2002	43	43	2404	61	61	2906	46	46
1603	59	59	2003	61	61	2405	47	47	2907	46	46
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1606	39	39	2006	42	42	2408	45	45	2910	117	117
1607	39	39	2007	42	42	2409	45	45			
1608	39	39	2008	42	42	2410	43	43	3001	73	73
1609	39	39	2009	42	42	2411	45	45	3002	67	67
1610	44	44	2010	45	45	2412	65	65	3003	66	66
1611	42	42	2011	43	43	2413	64	64	3004	67	67
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1613	61	61	2013	63	63	2501	68	68	3006	46	46
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1703	60	60	2103	62	62	2507	44	44	3101	92	92
1704	42	42	2104	43	43	2508	46	46	3102	68	68
1705	42	42	2105	43	43	2509	45	45	3103	67	67
1706	42	42	2106	43	43	2510	43	43	3104	67	67
1707	42	42	2107	43	43	2511	45	45	3105	66	66
1708	42	42	2108	43	43	2512	65	65	3106	66	66
1709	42	42	2109	43	43	2513	65	65	3107	92	92
1710	44	44	2110	45	45				3108	68	68
1711	42	42	2111	43	43	2601	69	69	3109	112	112
1712	42	42	2112	43	43	2602	66	66			
1713	61	61	2113	63	63	2603	65	65	3201	94	94
1714	43	43	2114	44	44	2604	62	62	3202	73	73
1715	63	63	2115	65	65	2605	46	46	3203	67	67
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1802	43	43	2202	44	44	2608	46	46	3206	66	66
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1804	43	43	2204	42	42	2610	44	44	3208	68	68
1805	42	42	2205	42	42	2611	45	45	3209	115	115
1806	42	42	2206	42	42	2612	66	66			
1807	42	42	2207	43	43	2613	65	65	3301	96	96
1808	42	42	2208	44	44				3302	73	73
1809	42	42	2209	43	43	2701	69	69	3303	68	68
1810	45	45	2210	46	46	2702	66	66	3304	68	68
1811	43	43	2211	44	44	2703	66	66	3305	67	67
1812	43	43	2212	44	44	2704	63	63	3306	67	67
1813	62	62	2213	64	64	2705	45	45	3307	94	94
1814	43	43	2214	44	44	2706	40	40	3308	69	69
1815	63	63	2215	65	65	2707	45	45	3309	117	117
						2708	46	46			
						2709	45	45	3401	117	117
						2710	44	44	3402	74	74
						2711	46	46	3403	68	68
						2712	66	66	3404	66	66
						2713	66	66	3405	97	97
									3406	137	137
									3407	157	157
									3408	172	172

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OWNERS CORPORATION SCHEDULE

Plan Number

PS 728852M /S 1

Owners Corporation 1

Plan No. PS 728852M

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
3501	117	117	P140	6	6	P311	6	6	P430	6	6
3502	117	117	P141	6	6	P312	6	6	P431	6	6
3503	67	67	P142	6	6	P313	6	6	P432	6	6
3504	64	64	P143	6	6	P314	6	6	P433	6	6
			P144	6	6	P315	6	6	P434	6	6
3601	118	118	P145	6	6	P316	6	6	P435	6	6
3602	119	119				P317	6	6	P436	6	6
3603	67	67	P201	6	6	P318	6	6	P437	6	6
3604	64	64	P202	6	6	P319	6	6	P438	6	6
			P203	6	6				P439	6	6
3701	120	120	P204	6	6	P320	6	6	P440	6	6
3702	120	120	P205	6	6	P321	6	6	P441	6	6
3703	68	68	P206	6	6	P322	6	6	P442	6	6
3704	65	65	P207	6	6	P323	6	6	P443	6	6
			P208	6	6	P324	6	6	P444	6	6
3801	122	122	P209	6	6	P325	6	6	P445	6	6
3802	122	122				P326	6	6	P446	6	6
3803	68	68	P210	6	6	P327	6	6	P447	6	6
3804	65	65	P211	6	6	P328	6	6	P448	6	6
			P212	6	6	P329	6	6	P449	6	6
			P213	6	6						
3901	125	125	P214	6	6	P330	6	6	P501	6	6
3902	125	125	P215	6	6	P331	6	6	P502	6	6
3903	68	68	P216	6	6	P332	6	6	P503	6	6
3904	66	66	P217	6	6	P333	6	6	P504	6	6
			P218	6	6	P334	6	6	P505	6	6
4001	127	127	P219	6	6	P335	6	6	P506	6	6
4002	127	127				P336	6	6	P507	6	6
4003	68	68	P220	6	6	P337	6	6	P508	6	6
4004	67	67	P221	6	6	P338	6	6	P509	6	6
			P222	6	6	P339	6	6			
4101	130	130	P223	6	6				P510	6	6
4102	130	130	P224	6	6	P340	6	6	P511	6	6
4103	69	69	P225	6	6	P341	6	6	P512	6	6
4104	62	62	P226	6	6	P342	6	6	P513	6	6
			P227	6	6	P343	6	6	P514	6	6
4201	150	150	P228	6	6	P344	6	6	P515	6	6
4202	150	150	P229	6	6	P345	6	6	P516	6	6
4203	70	70				P346	6	6	P517	6	6
4204	63	63	P230	6	6	P347	6	6	P518	6	6
			P231	6	6	P348	6	6	P519	6	6
S2	9600	9600	P232	6	6	P349	6	6			
			P233	6	6				P520	6	6
P108	6	6	P234	6	6	P401	6	6	P521	6	6
P109	6	6	P235	6	6	P402	6	6	P522	6	6
P110	6	6	P236	6	6	P403	6	6	P523	6	6
			P237	6	6	P404	6	6	P524	6	6
P111	6	6	P238	6	6	P405	6	6	P525	6	6
P112	6	6	P239	6	6	P406	6	6	P526	6	6
P113	6	6				P407	6	6	P527	6	6
P114	6	6	P240	6	6	P408	6	6	P528	6	6
			P241	6	6	P409	6	6	P529	6	6
P121	6	6	P242	6	6						
P122	6	6	P243	6	6	P410	6	6	P530	6	6
P123	6	6	P244	6	6	P411	6	6	P531	6	6
P124	6	6	P245	6	6	P412	6	6	P532	6	6
P125	6	6	P246	6	6	P413	6	6	P533	6	6
P126	6	6				P414	6	6	P534	6	6
P127	6	6	P301	6	6	P415	6	6	P535	6	6
P128	6	6	P302	6	6	P416	6	6	P536	6	6
P129	6	6	P303	6	6	P417	6	6	P537	6	6
			P304	6	6	P418	6	6	P538	6	6
P130	6	6	P305	6	6	P419	6	6	P539	6	6
P131	6	6	P306	6	6	P420	6	6			
P132	6	6	P307	6	6	P421	6	6	P540	6	6
P133	6	6	P308	6	6	P422	6	6	P541	6	6
P134	6	6	P309	6	6	P423	6	6	P542	6	6
P135	6	6	P310	6	6	P424	6	6	P543	6	6
P136	6	6				P425	6	6	P544	6	6
P137	6	6				P426	6	6	P545	6	6
P138	6	6				P427	6	6	P546	6	6
P139	6	6				P428	6	6	P547	6	6
						P429	6	6	P548	6	6

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 DWG 2985300EA

OWNERS CORPORATION SCHEDULE

Plan Number

PS 728852M /S1

Owners Corporation 1

Plan No. PS 728852M

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
P601	6	6	1001S	1	1	1060S	1	1	2030S	1	1
P602	6	6	1002S	1	1	1061S	1	1	2031S	1	1
P603	6	6	1003S	1	1	1062S	1	1	2032S	1	1
P604	6	6	1004S	1	1	1063S	1	1	2033S	1	1
P605	6	6	1005S	1	1	1064S	1	1	2034S	1	1
P606	6	6	1006S	1	1	1065S	1	1	2035S	1	1
P607	6	6	1007S	1	1	1066S	1	1	2036S	1	1
P608	6	6	1008S	1	1	1067S	1	1	2037S	1	1
P609	6	6	1009S	1	1	1068S	1	1	2038S	1	1
						1069S	1	1	2039S	1	1
P610	6	6	1010S	1	1						
P611	6	6	1011S	1	1	1070S	1	1	2040S	1	1
P612	6	6	1012S	1	1	1071S	1	1	2041S	1	1
P613	6	6	1013S	1	1	1072S	1	1	2042S	1	1
P614	6	6	1014S	1	1	1073S	1	1	2043S	1	1
P615	6	6	1015S	1	1	1074S	1	1	2044S	1	1
P616	6	6	1016S	1	1	1075S	1	1	2045S	1	1
P617	6	6	1017S	1	1	1076S	1	1	2046S	1	1
P618	6	6	1018S	1	1	1077S	1	1	2047S	1	1
P619	6	6	1019S	1	1	1078S	1	1	2048S	1	1
						1079S	1	1	2049S	1	1
P620	6	6	1020S	1	1						
P621	6	6	1021S	1	1	1080S	1	1	2050S	1	1
P622	6	6	1022S	1	1	1081S	1	1	2051S	1	1
P623	6	6	1023S	1	1	1082S	1	1	2052S	1	1
P624	6	6	1024S	1	1	1083S	1	1	2053S	1	1
P625	6	6	1025S	1	1	1084S	1	1	2054S	1	1
P626	6	6	1026S	1	1	1085S	1	1	2055S	1	1
P627	6	6	1027S	1	1	1086S	1	1	2056S	1	1
P628	6	6	1028S	1	1	1087S	1	1	2057S	1	1
P629	6	6	1029S	1	1	1088S	1	1	2058S	1	1
									2059S	1	1
P630	6	6	1030S	1	1	2001S	1	1			
P631	6	6	1031S	1	1	2002S	1	1	2060S	1	1
P632	6	6	1032S	1	1	2003S	1	1	2061S	1	1
P633	6	6	1033S	1	1	2004S	1	1	2062S	1	1
P634	6	6	1034S	1	1	2005S	1	1	2063S	1	1
P635	6	6	1035S	1	1	2006S	1	1	2064S	1	1
P636	6	6	1036S	1	1	2007S	1	1	2065S	1	1
P637	6	6	1037S	1	1	2008S	1	1	2066S	1	1
P638	6	6	1038S	1	1	2009S	1	1	2067S	1	1
P639	6	6	1039S	1	1				2068S	1	1
						2010S	1	1	2069S	1	1
P640	6	6	1040S	1	1	2011S	1	1			
P641	6	6	1041S	1	1	2012S	1	1	2070S	1	1
P642	6	6	1042S	1	1	2013S	1	1	2071S	1	1
P643	6	6	1043S	1	1	2014S	1	1	2072S	1	1
P644	6	6	1044S	1	1	2015S	1	1	2073S	1	1
			1045S	1	1	2016S	1	1	2074S	1	1
1S	1	1	1046S	1	1	2017S	1	1	2075S	1	1
2S	1	1	1047S	1	1	2018S	1	1	2076S	1	1
3S	1	1	1048S	1	1	2019S	1	1	2077S	1	1
4S	1	1	1049S	1	1				2078S	1	1
5S	1	1				2020S	1	1	2079S	1	1
6S	1	1	1050S	1	1	2021S	1	1			
7S	1	1	1051S	1	1	2022S	1	1	2080S	1	1
8S	1	1	1052S	1	1	2023S	1	1	2081S	1	1
9S	1	1	1053S	1	1	2024S	1	1			
			1054S	1	1	2025S	1	1	301S	1	1
10S	1	1	1055S	1	1	2026S	1	1	302S	1	1
11S	1	1	1056S	1	1	2027S	1	1	303S	1	1
12S	1	1	1057S	1	1	2028S	1	1	304S	1	1
13S	1	1	1058S	1	1	2029S	1	1	305S	1	1
14S	1	1	1059S	1	1				306S	1	1
									307S	1	1
									308S	1	1
									309S	1	1

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OWNERS CORPORATION SCHEDULE

Plan Number

PS 728852M /S 1

Owners Corporation 1

Plan No. PS 728852M

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
401S	1	1									
402S	1	1									
403S	1	1									
404S	1	1									
405S	1	1									
406S	1	1									
407S	1	1									
408S	1	1									
501S	1	1									
502S	1	1									
503S	1	1									
504S	1	1									
505S	1	1									
506S	1	1									
507S	1	1									
508S	1	1									
509S	1	1									
510S	1	1									
511S	1	1									
512S	1	1									
601S	1	1									
602S	1	1									
603S	1	1									
604S	1	1									
605S	1	1									
606S	1	1									
607S	1	1									
608S	1	1									
609S	1	1									
610S	1	1									
611S	1	1									
612S	1	1									
613S	1	1									
614S	1	1									
TOTAL	36469	36469									

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OWNERS CORPORATION SCHEDULE

Plan Number

PS 728852M /S 1

Owners Corporation 2

Plan No. PS 728852M

Land affected by Owners Corporation: LOTS IN THE TABLE BELOW AND COMMON PROPERTY No.2

Limitations on Owners Corporation:
LIMITED TO COMMON PROPERTY

Notations

LOTS IN THE TABLE BELOW MAY ALSO BE AFFECTED BY OWNERS CORPORATION 1
CERTIFICATE OF TITLE FOR COMMON PROPERTY No.2 IS IN THE NAME OF OWNERS CORPORATION 1

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
101A	38	38	601	42	42	901	42	42	1201	43	43
102A	38	38	602	40	40	902	40	40	1202	41	41
103A	40	40	603	54	54	903	56	56	1203	57	57
104A	45	45	604	40	40	904	40	40	1204	41	41
			605	34	34	905	38	38	1205	38	38
201A	38	38	606	40	40	906	38	38	1206	38	38
202A	38	38	607	40	40	907	38	38	1207	38	38
203A	41	41	608	42	42	908	38	38	1208	38	38
204A	43	43	609	40	40	909	38	38	1209	38	38
			610	39	39	910	42	42	1210	43	43
301A	53	53	611	40	40	911	40	40	1211	41	41
302A	38	38	612	56	56	912	40	40	1212	41	41
303A	63	63	613	40	40	913	57	57	1213	59	59
			614	57	57	914	41	41	1214	42	42
401A	53	53				915	59	59	1215	60	60
402A	38	38	701	42	42						
403A	64	64	702	40	40	1001	43	43	1301	43	43
			703	55	55	1002	41	41	1302	41	41
501A	53	53	704	39	39	1003	56	56	1303	58	58
502A	39	39	705	37	37	1004	41	41	1304	41	41
503A	65	65	706	37	37	1005	38	38	1305	39	39
			707	37	37	1006	38	38	1306	39	39
601A	53	53	708	41	41	1007	38	38	1307	39	39
602A	39	39	709	37	37	1008	38	38	1308	39	39
603A	65	65	710	40	40	1009	38	38	1309	39	39
			711	56	56	1010	43	43	1310	43	43
401	41	41	712	40	40	1011	41	41	1311	41	41
402	38	38	713	58	58	1012	41	41	1312	41	41
403	53	53				1013	58	58	1313	59	59
404	38	38	801	42	42	1014	41	41	1314	42	42
405	43	43	802	40	40	1015	59	59	1315	61	61
406	38	38	803	55	55						
407	42	42	804	40	40	1101	43	43	1401	44	44
408	41	41	805	37	37	1102	41	41	1402	42	42
409	39	39	806	37	37	1103	57	57	1403	58	58
410	40	40	807	37	37	1104	41	41	1404	42	42
411	55	55	808	37	37	1105	38	38	1405	39	39
412	41	41	809	37	37	1106	38	38	1406	39	39
413	56	56	810	42	42	1107	38	38	1407	39	39
			811	40	40	1108	38	38	1408	39	39
501	41	41	812	40	40	1109	38	38	1409	39	39
502	38	38	813	57	57	1110	43	43	1410	44	44
503	54	54	814	41	41	1111	41	41	1411	42	42
504	38	38	815	58	58	1112	41	41	1412	42	42
505	45	45				1113	58	58	1413	60	60
506	38	38				1114	41	41	1414	42	42
507	42	42				1115	60	60	1415	61	61
508	41	41									
509	39	39									
510	40	40									
511	55	55									
512	41	41									
513	57	57									

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Bosco Jonson Pty Ltd

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OWNERS CORPORATION SCHEDULE

Plan Number

PS 728852M /S 1

Owners Corporation 2

Plan No.

PS 728852M

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability									
1501	44	44	1901	45	45	2301	66	66	2801	72	72
1502	42	42	1902	43	43	2302	63	63	2802	65	65
1503	59	59	1903	61	61	2303	64	64	2803	65	65
1504	42	42	1904	43	43	2304	61	61	2804	64	64
1505	39	39	1905	42	42	2305	46	46	2805	45	45
1506	39	39	1906	42	42	2306	42	42	2806	40	40
1507	39	39	1907	42	42	2307	44	44	2807	46	46
1508	39	39	1908	42	42	2308	44	44	2808	46	46
1509	39	39	1909	42	42	2309	44	44	2809	66	66
1510	44	44	1910	45	45	2310	43	43	2810	67	67
1511	42	42	1911	43	43	2311	44	44	2811	115	115
1512	42	42	1912	43	43	2312	64	64			
1513	60	60	1913	62	62	2313	64	64	2901	72	72
1514	42	42	1914	43	43				2902	67	67
1515	62	62	1915	64	64	2401	68	68	2903	66	66
						2402	63	63	2904	67	67
1601	44	44	2001	45	45	2403	64	64	2905	60	60
1602	42	42	2002	43	43	2404	61	61	2906	46	46
1603	59	59	2003	61	61	2405	47	47	2907	46	46
1604	42	42	2004	43	43	2406	38	38	2908	66	66
1605	39	39	2005	42	42	2407	44	44	2909	67	67
1606	39	39	2006	42	42	2408	45	45	2910	117	117
1607	39	39	2007	42	42	2409	45	45			
1608	39	39	2008	42	42	2410	43	43	3001	73	73
1609	39	39	2009	42	42	2411	45	45	3002	67	67
1610	44	44	2010	45	45	2412	65	65	3003	66	66
1611	42	42	2011	43	43	2413	64	64	3004	67	67
1612	42	42	2012	43	43				3005	61	61
1613	61	61	2013	63	63	2501	68	68	3006	46	46
1614	43	43	2014	44	44	2502	65	65	3007	46	46
1615	62	62	2015	64	64	2503	65	65	3008	67	67
						2504	62	62	3009	68	68
1701	44	44	2101	45	45	2505	46	46	3010	117	117
1702	42	42	2102	43	43	2506	39	39			
1703	60	60	2103	62	62	2507	44	44	3101	92	92
1704	42	42	2104	43	43	2508	46	46	3102	68	68
1705	42	42	2105	43	43	2509	45	45	3103	67	67
1706	42	42	2106	43	43	2510	43	43	3104	67	67
1707	42	42	2107	43	43	2511	45	45	3105	66	66
1708	42	42	2108	43	43	2512	65	65	3106	66	66
1709	42	42	2109	43	43	2513	65	65	3107	92	92
1710	44	44	2110	45	45				3108	68	68
1711	42	42	2111	43	43	2601	69	69	3109	112	112
1712	42	42	2112	43	43	2602	66	66			
1713	61	61	2113	63	63	2603	65	65	3201	94	94
1714	43	43	2114	44	44	2604	62	62	3202	73	73
1715	63	63	2115	65	65	2605	46	46	3203	67	67
						2606	39	39	3204	67	67
1801	45	45	2201	46	46	2607	45	45	3205	66	66
1802	43	43	2202	44	44	2608	46	46	3206	66	66
1803	60	60	2203	62	62	2609	45	45	3207	94	94
1804	43	43	2204	42	42	2610	44	44	3208	68	68
1805	42	42	2205	42	42	2611	45	45	3209	115	115
1806	42	42	2206	42	42	2612	66	66			
1807	42	42	2207	43	43	2613	65	65	3301	96	96
1808	42	42	2208	44	44				3302	73	73
1809	42	42	2209	43	43	2701	69	69	3303	68	68
1810	45	45	2210	46	46	2702	66	66	3304	68	68
1811	43	43	2211	44	44	2703	66	66	3305	67	67
1812	43	43	2212	44	44	2704	63	63	3306	67	67
1813	62	62	2213	64	64	2705	45	45	3307	94	94
1814	43	43	2214	44	44	2706	40	40	3308	69	69
1815	63	63	2215	65	65	2707	45	45	3309	117	117
						2708	46	46			
						2709	45	45	3401	117	117
						2710	44	44	3402	74	74
						2711	46	46	3403	68	68
						2712	66	66	3404	66	66
						2713	66	66	3405	97	97
									3406	137	137
									3407	157	157
									3408	172	172

Sheet 79

Original sheet size A3

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REF 29853003 08/05/14 VERSION A
 DWG 2985300EA

OWNERS CORPORATION SCHEDULE

Plan Number

PS 728852M /S 1

Owners Corporation 2

Plan No. PS 728852M

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
3501	117	117	1001S	1	1	2001S	1	1			
3502	117	117	1002S	1	1	2002S	1	1			
3503	67	67	1003S	1	1	2003S	1	1			
3504	64	64	1004S	1	1	2004S	1	1			
			1005S	1	1	2005S	1	1			
3601	118	118	1006S	1	1	2006S	1	1			
3602	119	119	1007S	1	1	2007S	1	1			
3603	67	67	1008S	1	1	2008S	1	1			
3604	64	64	1009S	1	1	2009S	1	1			
3701	120	120	1010S	1	1	2010S	1	1			
3702	120	120	1011S	1	1	2011S	1	1			
3703	68	68	1012S	1	1	2012S	1	1			
3704	65	65	1013S	1	1	2013S	1	1			
			1014S	1	1	2014S	1	1			
3801	122	122	1015S	1	1	2015S	1	1			
3802	122	122	1016S	1	1	2016S	1	1			
3803	68	68	1017S	1	1	2017S	1	1			
3804	65	65	1018S	1	1	2018S	1	1			
			1019S	1	1	2019S	1	1			
3901	125	125	1020S	1	1	2020S	1	1			
3902	125	125	1021S	1	1	2021S	1	1			
3903	68	68	1022S	1	1	2022S	1	1			
3904	66	66	1023S	1	1	2023S	1	1			
			1024S	1	1	2024S	1	1			
4001	127	127	1025S	1	1	2025S	1	1			
4002	127	127	1026S	1	1	2026S	1	1			
4003	68	68	1027S	1	1	2027S	1	1			
4004	67	67	1028S	1	1	2028S	1	1			
			1029S	1	1	2029S	1	1			
4101	130	130									
4102	130	130	1030S	1	1	2030S	1	1			
4103	69	69	1031S	1	1	2031S	1	1			
4104	62	62	1032S	1	1	2032S	1	1			
			1033S	1	1	2033S	1	1			
4201	150	150	1034S	1	1	2034S	1	1			
4202	150	150	1035S	1	1	2035S	1	1			
4203	70	70	1036S	1	1	2036S	1	1			
4204	63	63	1037S	1	1	2037S	1	1			
			1038S	1	1	2038S	1	1			
			1039S	1	1	2039S	1	1			
			1040S	1	1	2040S	1	1			
			1041S	1	1	2041S	1	1			
			1042S	1	1	2042S	1	1			
			1043S	1	1	2043S	1	1			
			1044S	1	1	2044S	1	1			
			1045S	1	1	2045S	1	1			
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			1047S	1	1	2047S	1	1			
			1048S	1	1	2048S	1	1			
			1049S	1	1	2049S	1	1			
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			1061S	1	1	2061S	1	1			
			1062S	1	1	2062S	1	1			
			1063S	1	1	2063S	1	1			
			1064S	1	1	2064S	1	1			
			1065S	1	1	2065S	1	1			
			1066S	1	1						
						TOTAL	25166	25166			

Sheet 80

Original sheet size A3

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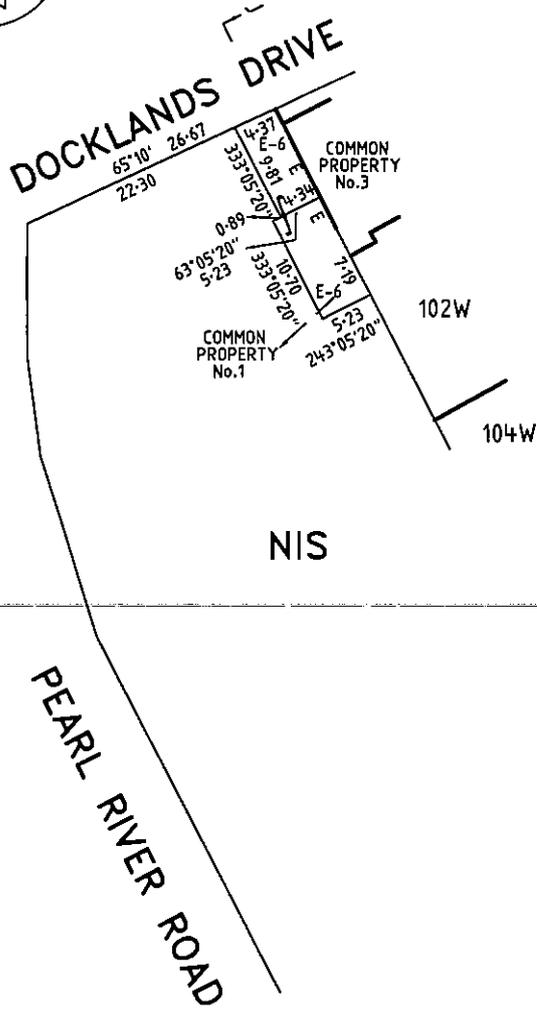
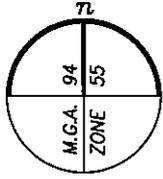
SIGNATURE DIGITALLY SIGNED DATE / /

REF 29853003 08/05/14 VERSION A
 DWG 2985300EA

PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988		LV use only EDITION	LV use only	
Location of Land Parish: MELBOURNE NORTH Township: Section: Crown Allotment: 98 (PART) Crown Portion: 3F (PART) Title Reference: VOL FOL Last Plan Reference: LOT M ON PS 728818M Postal Address: 443 - 451 DOCKLANDS DRIVE, (at time of subdivision) DOCKLANDS, VIC, 3008 MGA 94 Co-ordinates E 318 500 Zone: 55 (of approx. centre N 5 812 70D of land in plan)		Council Name: MELBOURNE CITY COUNCIL Council Ref:		
Vesting of Roads and/or Reserves		Notations		
Identifier	Council/Body/Person	Staging	This is /is not a staged subdivision Planning Permit No.	
NIL	NIL	Survey	This plan is/ is not based on survey Depth Limitation 100 METRES BELOW THE SURFACE This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No.	
Purpose of Plan: TO BRING INTO THE MASTER PLAN (PS 527877Q) LOT M ON PS 728818M AND INCORPORATE THAT LAND AS COMMON PROPERTY No 1				
<p><u>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS</u> <u>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS</u> EXTERIOR FACE: BOUNDARIES SHOWN THUS E INTERIOR FACE: ALL OTHER BOUNDARIES P - PROJECTION</p> <p style="text-align: right;">THE LEVEL DATUM USED IS THE AUSTRALIAN HEIGHT DATUM. PM 266 OF REDUCED LEVEL 1.75 METRES DATED 1/02/2001 WAS USED - VIDE PS 621156E</p>				
Easement Information				
Legend:		E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)		
Easements and rights implied by section 12(2) of the Subdivision Act 1988 apply to the whole of the land in this plan. SECTION 12(2) RIGHTS VIDE PS 512048R, PS 527877Q, PS 621156E AND PS728818M AFFECT THE LAND HEREIN				
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-6	STRUCTURE AND STRUCTURAL SUPPORT OF ERECTED OR PROPOSED BUILDINGS BY FOOTINGS, WALLS AND SLABS LIMITED IN DEPTH AND HEIGHT (SEE SECTION J-J')	SEE DIAG	PS 728818M	LOT N ON PS 728818M
				Sheet 1 of 5 sheets
				Original sheet size A3
Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992		 LICENSED SURVEYOR (PRINT) ANDREI FIJAN SIGNATURE DIGITALLY SIGNED DATE / / REF 29853003 09/04/14 VERSION B DWG 2985300CB		

PLAN UNDER SECTION 32 OF THE
SUBDIVISION ACT 1988

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GROUND LEVEL
DIAGRAM 1

ORIGINAL

SCALE

Sheet 2

SCALE SHEET SIZE
1:500 A3

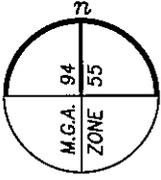


LENGTHS ARE IN METRES

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DWG 2985300CB



DOCKLANDS DRIVE

PEARL RIVER ROAD

NIS

NIS

COMMON
PROPERTY
No.1

COMMON
PROPERTY
No.1

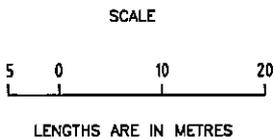
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BELOW GROUND LEVEL
DIAGRAM 2

Sheet 3

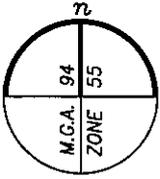
ORIGINAL
SCALE SHEET SIZE
1:500 A3



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PLAN UNDER SECTION 32 OF THE
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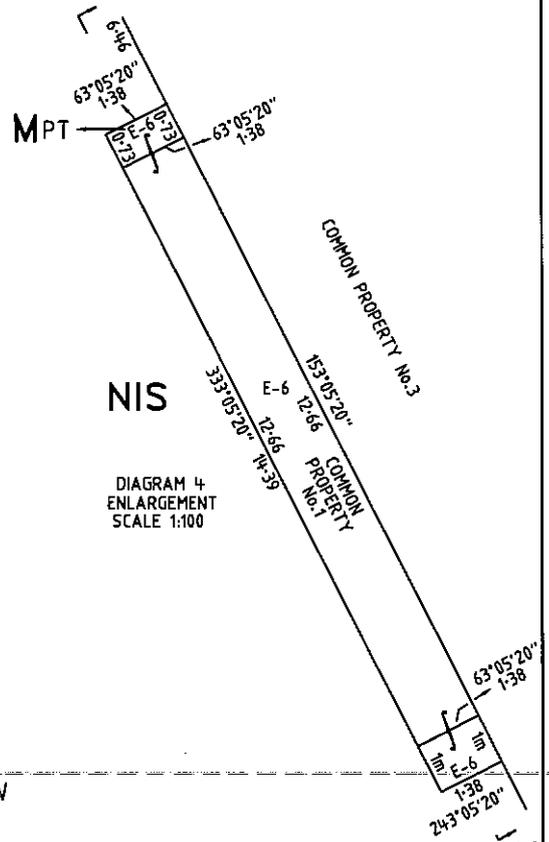
DOCKLANDS DRIVE

PEARL RIVER ROAD

E 153°05'20"
6.46
COMMON PROPERTY No.3
SEE ENLARGEMENT

205W

NIS



NIS

DIAGRAM 4
ENLARGEMENT
SCALE 1:100

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FIRST LEVEL
DIAGRAM 3

ORIGINAL

SCALE

Sheet 4

SCALE SHEET SIZE
1:500 A3

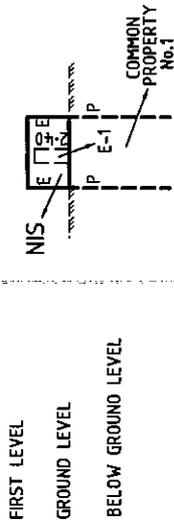


LENGTHS ARE IN METRES

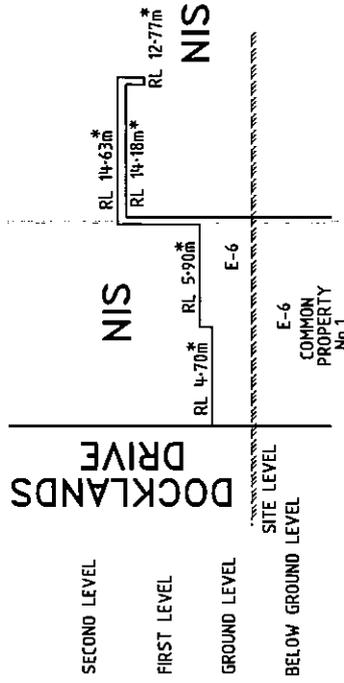
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DWG 2985300CB

LV use only

PLAN UNDER SECTION 32 OF THE
SUBDIVISION ACT 1988



SECTION A - 'A'
NOT TO SCALE



SECTION J - 'J'
NOT TO SCALE

NOTE: THE RL'S SHOWN WITH ASTERISK (*) ARE SUBJECT TO CHANGE TO ACCORD WITH MELBOURNE WATER'S FLOOD LEVEL REQUIREMENTS FOR THE SUBJECT SITE

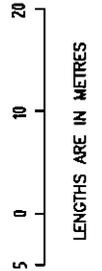


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ORIGINAL

SCALE
1:500
SHEET SIZE
A3

SCALE



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DWG 2985300CB

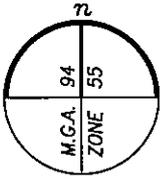
Sheet 5

PLAN OF SUBDIVISION		LV use only EDITION	Plan Number PS 728818M	
Parish: MELBOURNE NORTH Township: Section: Crown Allotment: 98 PART Crown Portion: 3F (PART) Title Reference: VOL 11410 FOL 590 Last Plan Reference: LOT D1 ON PS 702744L Postal Address: 443 - 451 DOCKLANDS DRIVE, (at time of subdivision) DOCKLANDS, VIC, 3008 MGA 94 Co-ordinates E 318 500 Zone: 55 (of approx. centre of land in plan) N 5 812 700		Council Name: MELBOURNE CITY COUNCIL Council Ref:		
Vesting of Roads and/or Reserves		Notations		
Identifier	Council/Body/Person	Staging	This is is not a staged subdivision Planning Permit No.	
		Survey	This plan is/ is not based on survey This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No. Depth Limitation 100 METRES BELOW THE SURFACE	
		THE LEVEL DATUM USED IS THE AUSTRALIAN HEIGHT DATUM. PM 266 OF REDUCED LEVEL 1.75 METRES DATED 1/02/2001 WAS USED - VIDE PS 621156E		
<u>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS</u> <u>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS</u>				
EXTERIOR FACE: BOUNDARIES SHOWN THUS E INTERIOR FACE: ALL OTHER BOUNDARIES				
Easement Information				
Legend:		E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)		
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1	WAY (LIMITED IN HEIGHT AND DEPTH, SEE BELOW).	1-20	PS 527877Q	LOTS 101W TO 108W, 110W, 112W, 113W, 201W TO 205W, 211W, 213W, 214W, 301W TO 304W AND P2 IN PS 527877Q.
E-3	LIGHT (LIMITED IN HEIGHT, SEE BELOW)	1-40	PS 527877Q	LOTS IN OWNERS CORPORATION No. 3 ON PS 527877Q
E-4	LIGHT (LIMITED IN HEIGHT, SEE BELOW)	1-40	PS 527877Q	LOT 205W IN PS 527877Q
E-6	STRUCTURE AND STRUCTURAL SUPPORT OF ERECTED OR PROPOSED BUILDINGS BY FOOTINGS, WALLS AND SLABS LIMITED IN DEPTH AND HEIGHT (SEE SECTION J-J')	SEE DIAG	THIS PLAN	LOT N ON THIS PLAN
EASEMENT E-1 IS LIMITED IN HEIGHT TO 2-40 METRES ABOVE GROUND LEVEL. EASEMENTS E-3 AND E-4 ARE LIMITED IN DEPTH TO THE MEDIAN OF THE CEILING AT THE FIRST LEVEL AND HAVE NO UPPER LIMIT. SECTION 12(2) RIGHTS VIDE PS 512048R, PS 527877Q AND PS 621156E AFFECT THE LAND HEREIN EASEMENT E-2 HAS BEEN OMITTED FROM THIS PLAN				
Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992		LICENSED SURVEYOR (PRINT) ANDREI FIJAN		Sheet 1 of 8 sheets
		SIGNATURE DIGITALLY SIGNED DATE / /		Original sheet size A3
		REF 29853003 09/04/14 VERSION B DWG 2985300BB		



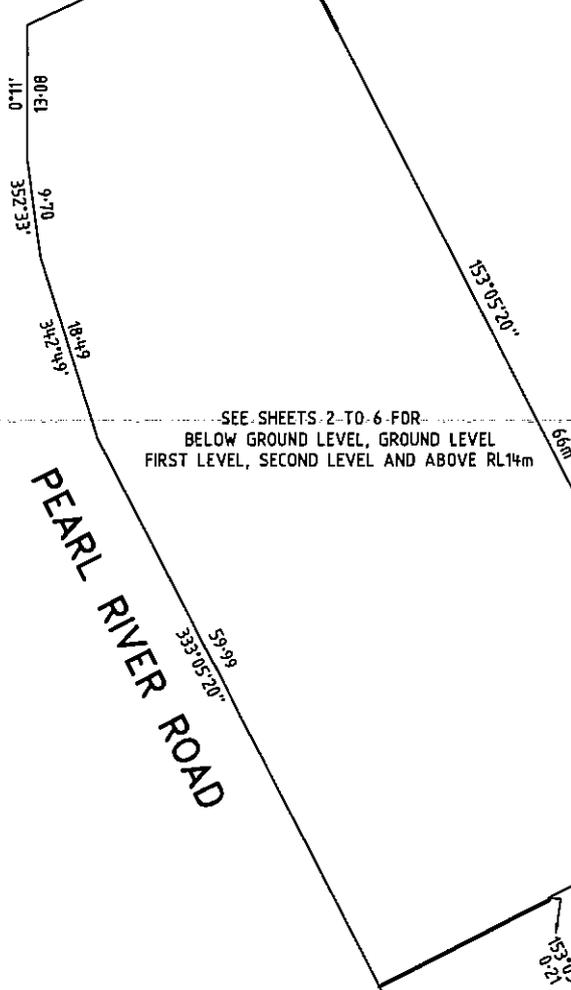
PLAN OF SUBDIVISION

Plan Number
PS 728818M

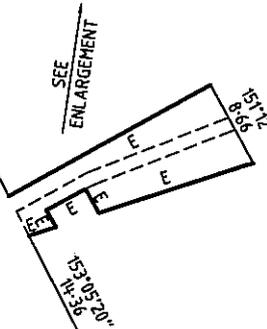
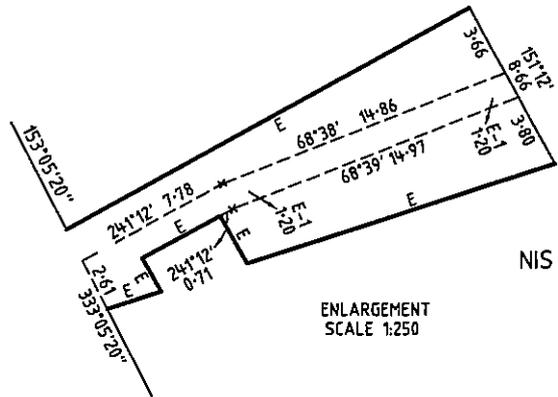


DOCKLANDS DRIVE
65°10' 26.67

PEARL RIVER ROAD
59.99
333°05'20"



SEE SHEETS 2 TO 6 FOR
BELOW GROUND LEVEL, GROUND LEVEL
FIRST LEVEL, SECOND LEVEL AND ABOVE RL14m



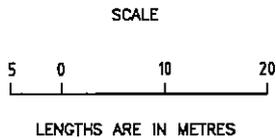
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SITE DIAGRAM
DIAGRAM 1

Sheet 2

ORIGINAL
SCALE SHEET SIZE
1:500 A3

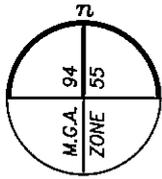


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OWG 2985300BB

PLAN OF SUBDIVISION

Plan Number

PS 728818M



DOCKLANDS DRIVE
65°10' 26-67
22-30

DOCKLANDS DRIVE
65°10' 26-67
22-30

PEARL RIVER ROAD
333°05'20"
59-99

GROUND LEVEL
DIAGRAM 2
SEE DIAGRAM 2A FOR PART OF LOT M

SEE DIAGRAM 2
FOR LOT N

GROUND LEVEL (PART)
DIAGRAM 2A
SEE DIAGRAM 2 FOR PART OF LOT N

SEE ENLARGEMENT

ENLARGEMENT
SCALE 1:250

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ORIGINAL

SCALE

Sheet 3

SCALE SHEET SIZE
1:500 A3



LENGTHS ARE IN METRES

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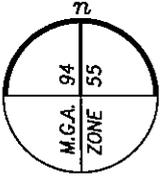
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DWG 2985300BB

PLAN OF SUBDIVISION

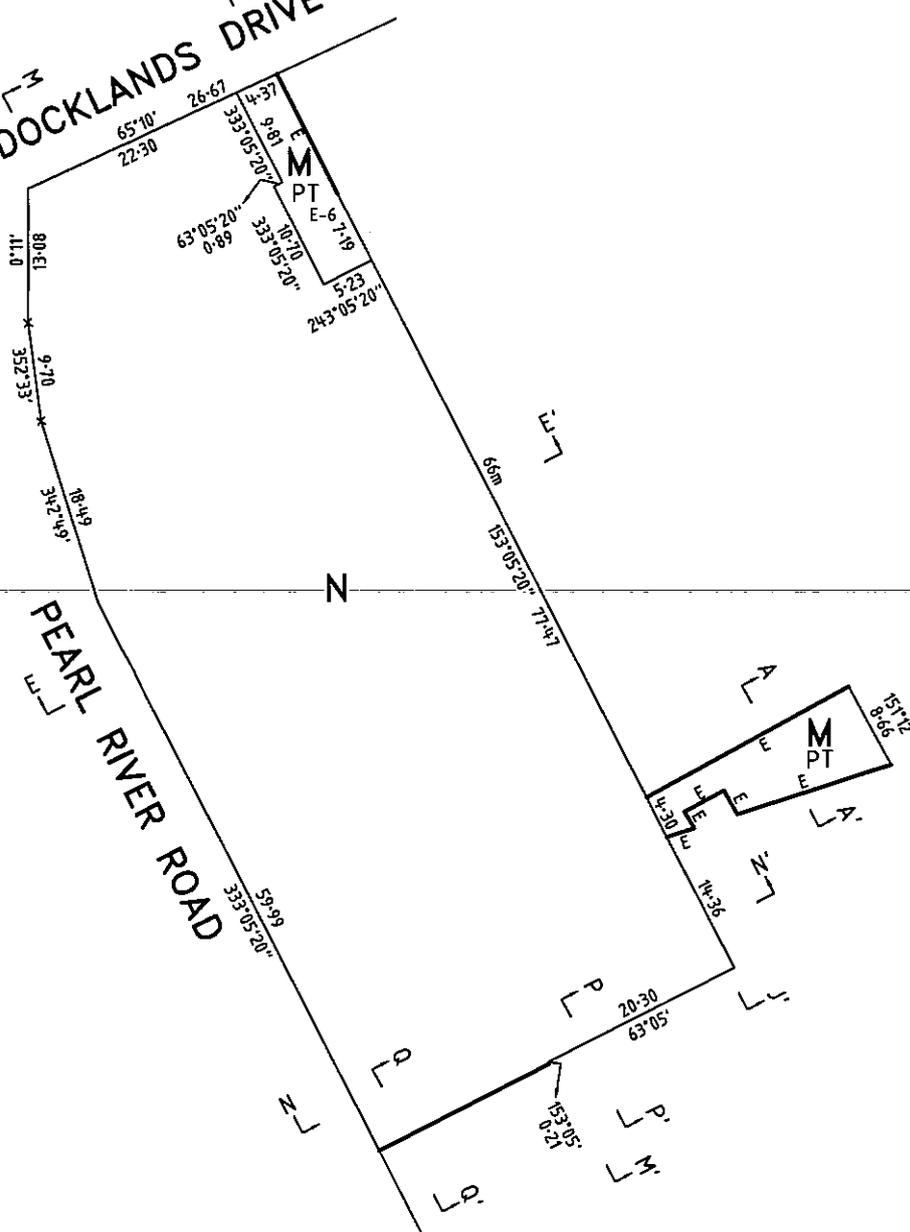
Plan Number

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DOCKLANDS DRIVE

PEARL RIVER ROAD



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BELOW GROUND LEVEL
 DIAGRAM 3

ORIGINAL

SCALE

Sheet 4

SCALE SHEET SIZE
 1:500 A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN

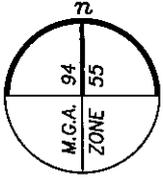
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 DWG 2985300BB

PLAN OF SUBDIVISION

Plan Number

PS 728818M



DOCKLANDS DRIVE
65°10' 26.67

PEARL RIVER ROAD
333°05'20"

MPT
63°05'20" 138
63°05'20" 138

SEE DIAGRAM 4 FOR LOT N

FIRST LEVEL (PART)
DIAGRAM 5
ENLARGEMENT
SCALE 1:100

FIRST LEVEL
DIAGRAM 4
SEE DIAGRAM 5 FOR PART OF LOT M

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SCALE

SCALE SHEET SIZE
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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN

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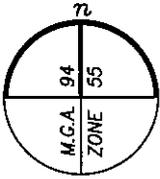
REF 29853003 09/04/14 VERSION B
DWG 2985300BB

Sheet 5

PLAN OF SUBDIVISION

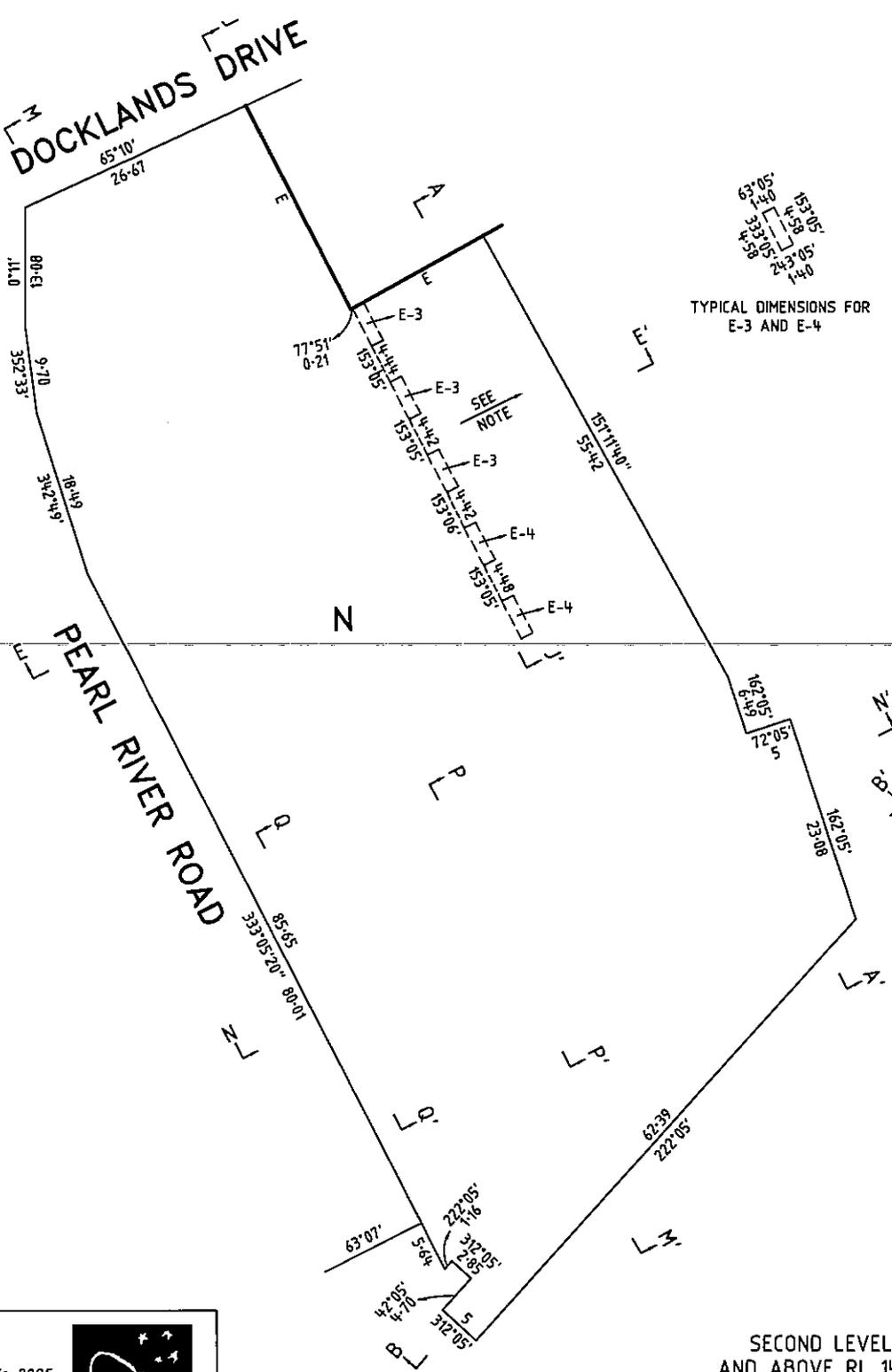
Plan Number

PS 728818M



DOCKLANDS DRIVE

PEARL RIVER ROAD



TYPICAL DIMENSIONS FOR E-3 AND E-4

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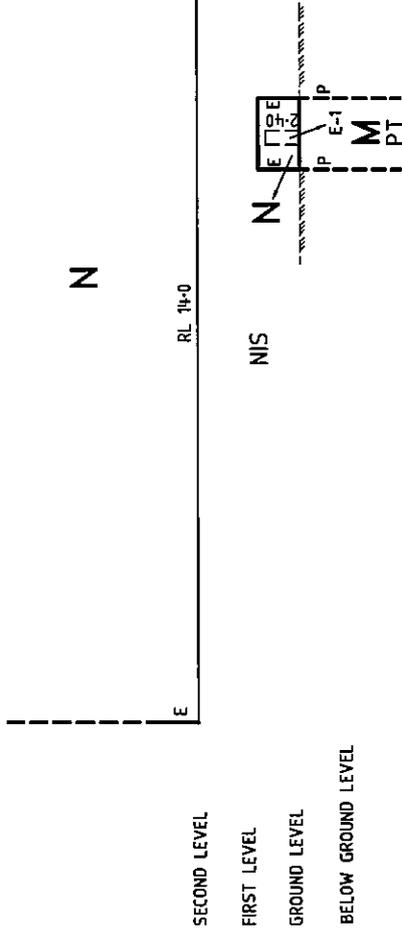
SECOND LEVEL
 AND ABOVE RL 14+0m
 DIAGRAM 6

ORIGINAL		SCALE		LICENCED SURVEYOR (PRINT) ANDREI FIJAN		Sheet 6
SCALE	SHEET SIZE	5 0 10 20		SIGNATURE	DIGITALLY SIGNED	
1:500	A3	LENGTHS ARE IN METRES		DATE	/ /	
		REF 29853003	09/04/14 VERSION B			
		DWG 2985300BB				

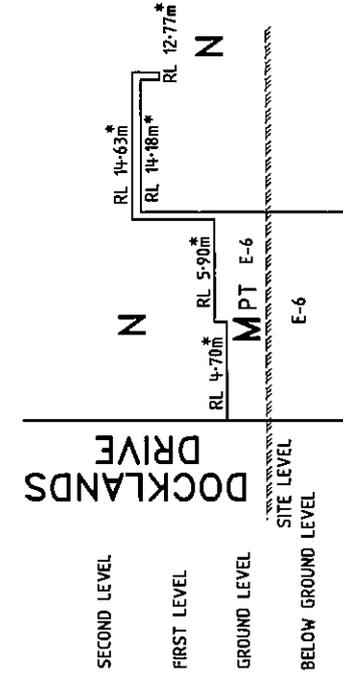
PLAN OF SUBDIVISION

Plan Number

PS 728818M

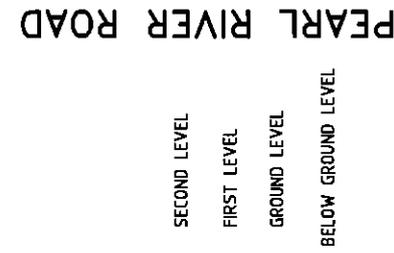


SECTION A - A'
NOT TO SCALE

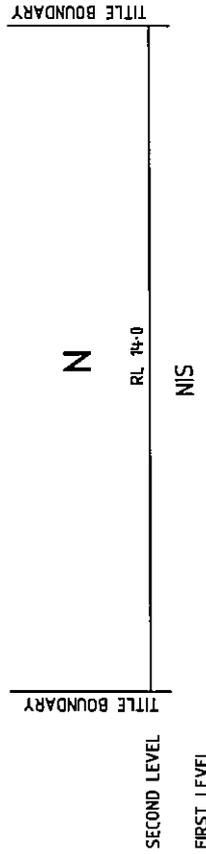


SECTION J - J'
NOT TO SCALE

NOTE: THE RL'S SHOWN WITH ASTERISK (*) ARE SUBJECT TO CHANGE TO ACCORD WITH MELBOURNE WATER'S FLOOD LEVEL REQUIREMENTS FOR THE SUBJECT SITE



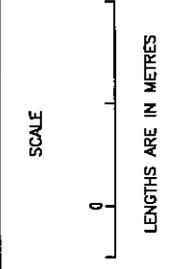
SECTION E - E'
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SECTION B - B'
NOT TO SCALE

Sheet 7

LICENSED SURVEYOR (PRINT) ANDREI FIJAN
 SIGNATURE DATE / /
 DIGITALLY SIGNED
 REF 29853003 09/04/14 VERSION B
 DWG 2985300BB



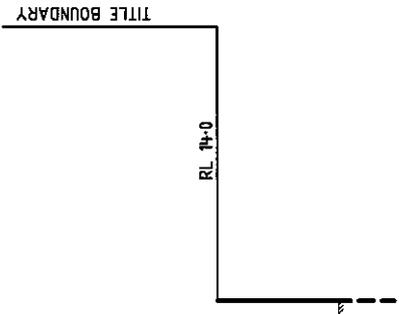
ORIGINAL SCALE SHEET SIZE A3



Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992

Plan Number
PS 728818M

PLAN OF SUBDIVISION



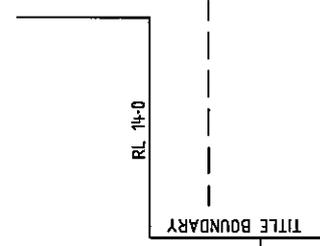
DOCKLANDS DRIVE

SECOND LEVEL
FIRST LEVEL
GROUND LEVEL
BELOW GROUND LEVEL

SITE LEVEL

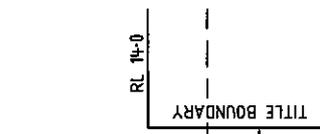
SECTION M - M'
NOT TO SCALE

PEARL RIVER ROAD



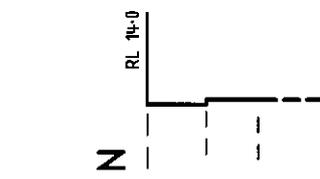
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SECTION N - N'
NOT TO SCALE



N

SECTION P - P'
NOT TO SCALE



N

SECTION Q - Q'
NOT TO SCALE

SCALE



ORIGINAL

SCALE SHEET SIZE
A3



Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992

Sheet 8

LICENSED SURVEYOR (PRINT) ANDREI FIJAN
 SIGNATURE DATE / /
 REF 29853003 09/04/14 VERSION B
 DWG 2985300BB

CAVEAT

Section 89 Transfer of Land Act 1958

Name: CitiPower Pty

Phone: 9683 4273

Address: Level 8, 40 Market Street, Melbourne

Ref: Property Group CG

Customer Code: 9926R



AE112356D

Approved Form C Office

Priv

The information from authority and is used, searchable registers



The caveator claims the estate or interest specified in the land described on the grounds set out and forbids the registration of any person as proprietor of and of any instrument affecting the estate or interest to the extent specified.

Land: *(title, mortgage, charge or lease)*

The area marked L-1, E-1 & E-2 on the plan attached hereto and being part of the land described in Certificate of Title Volume 10836 Folio 696

Caveator: *(full name and address)*

CITIPower PTY

Level 8, 40 Market Street, Melbourne

Estate or interest claimed:

An equitable interest as lessee in possession

E

Grounds of claim:

The Caveator is the Lessee under an unregistered Lease from Waterfront City IA R & C Pty Ltd and Waterfront City IA Residential Pty Ltd Landlord dated *9 January 2006*

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

ABSOLUTELY save and except any transfer, mortgage or discharge of mortgage affecting the land

Address in Victoria for service of notice *(including postcode)*

CitiPower Pty, Company Secretary, Level 8, 40 Market Street, Melbourne, Victoria 3000

Dated: *9 January 2006*
Signature of Caveator

CAVEAT
V.10836 F.696 (PT)

13-1-06

EXECUTED by CITIPower PTY)
ACN 064 651 056 by its duly appointed)
attorney JULIE WILLIAMS, Chief Financial)
Officer pursuant to Power of Attorney dated) *J.W.*
24 December 2003, a certified copy of which is)
Filed in Permanent Order Book No.277 at Page 20)
Item 20, in the presence of:)

Julie Williams
Witness

Ref: X8270 97/A1/27

Approval No. 1070049A

STAMP DUTY USE ONLY

C



*12/1/06
IA*

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

ANNEXURE PAGE

Transfer of Land Act 1958

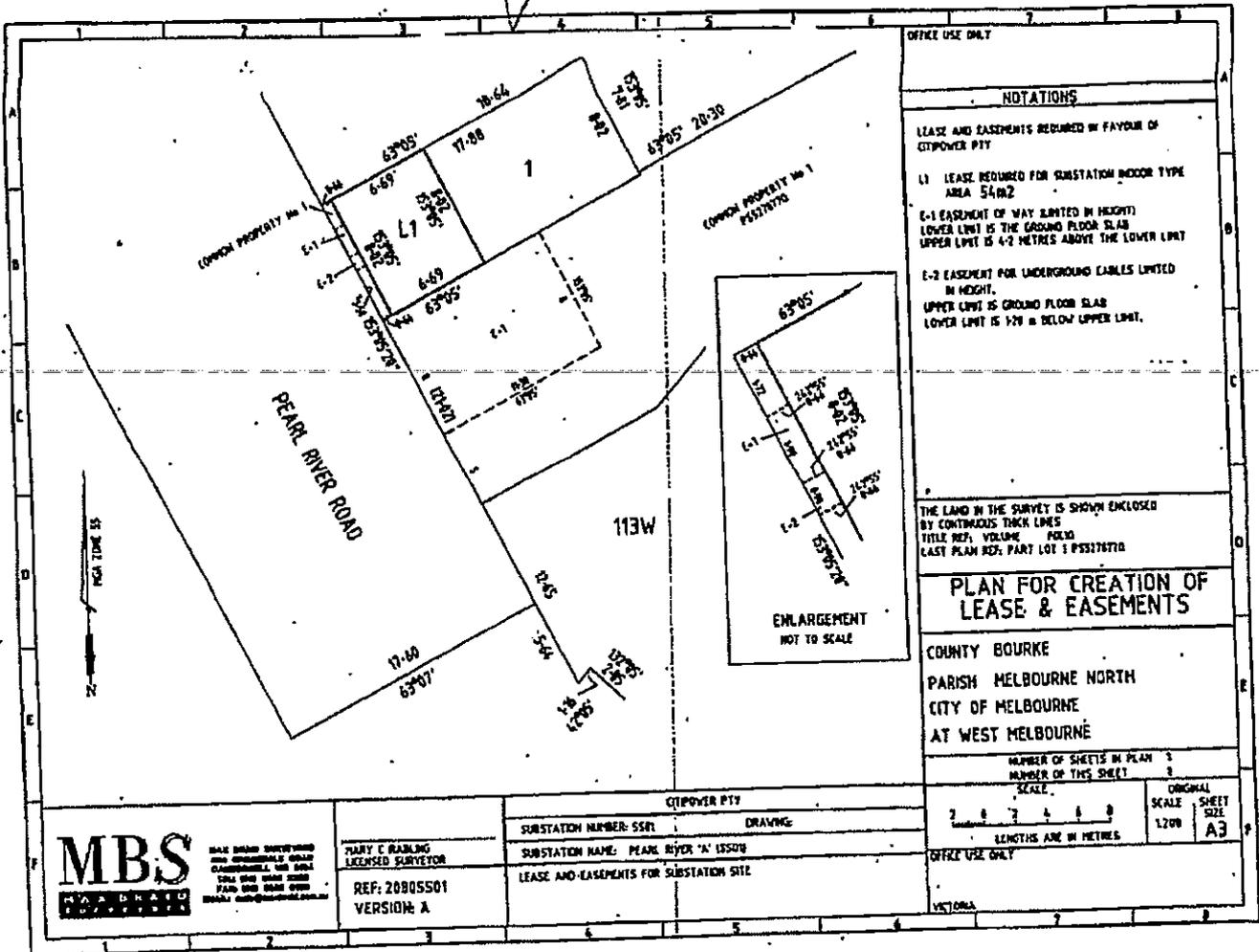
Privacy Collection Statement
 The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry

This is page **2** of *Approved Form C* dated **9 January 2006** between **CitiPower Pty**

Panel Heading & **Waterfront City IA R & C Pty Ltd and Waterfront City IA Residential Pty Ltd**

Signatures of the parties

x J.W.



Approval No.1070049A

A1



1. If there is insufficient space to accommodate the required information insert the words "See Annexure Page 2" (or as the case may be, Annexure Page under the appropriate panel heading). **THE ABOVE TO BE USED.**
2. If multiple copies of a mortgage are lodged, original Annexure
3. The Annexure Pages must be properly identified and signed by the party who is annexed.
4. All pages must be attached together by being stapled in the top left corner.

AE112356D



NOT

rich it

Caveat

Section 89 Transfer of Land Act 1958

AK759461U



Lodged by

Name: Minter Ellison
Phone: (03) 8608 2000
Address: 525 Collins Street, Melbourne
Reference: FCH ANS 30-7745903
Customer Code: 0781Q

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: *(volume and folio, and if applicable mortgage, charge or lease)*

Certificate of Title Volume 11410 Folio 590

Caveator: *(full name)*

Urban Renewal Authority Victoria of 710 Collins Street, Docklands, Victoria, 3008

Estate or Interest claimed:

An interest as chargee

Grounds of claim:

An equitable charge pursuant to an agreement dated 29 November 2013 between the Caveator and Meteorite Land (Pearl River) Pty Ltd (ACN 165 201 169)

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

ABSOLUTELY except for a transfer from Piazzanova West Pty Ltd (ACN 147 718 394) to Meteorite Land (Pearl River) Pty Ltd (ACN 165 201 169)

Address for service of notice: *(full name and address include postcode)*

710 Collins Street, Docklands, Victoria, 3008

Dated: 3/12/13

Signature of Australian
Legal Practitioner (under
the *Legal Profession Act*
2004 for applicant)

ANTHONY POYNTON
525 COLLINS STREET, MELBOURNE
An Australian legal Practitioner
under the legal profession Act 2004

Approval No. 4761202A

Duty Use Only

C

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

ME_110115032_1 (W2007)

Section 181



Form 18

AH085765E

10/03/2010 \$102.90 173



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

Planning and Environment Act 1987

Lodged by:

Name:

Mallesons Stephen Jaques

Phone:

Code : 1177B

Address:

Ref:

Customer Code: 1177B

The Authority having made an agreement referred to in section 181(1) of the Planning and Environment Act 1987 requires a recording to be made in the Register for the land.

Land: *Lot 1 on Plan of Subdivision PS621156E being the whole of the land comprised in Certificate of Title Volume 11081 Folios 780*

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:

A handwritten signature in black ink, appearing to be "K Wood", written over a dotted line.

Name of Officer:

Kim Wood

Title of Officer:

Manager Legal Services

Date:

3 March 2010

AH085765E



Section 173 Planning and Environment Act Agreement

Stage 1A Waterfront City Precinct,
Docklands Area

Melbourne City Council (**the Council**)

Waterfront City 1A R&C Pty Ltd and Waterfront City 1A
Residential Pty Ltd (**Owner**)

Section 173 Planning and Environment Act Agreement

Public Access, Stage 1A, Waterfront City Precinct, Docklands Area

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Schedule 1 - Maintenance Standard

11

Signing page

12

AH085765E

10/03/2010 \$102.90 173



AH085765E



Details

Date 26 FEBRUARY 2010

Parties

Name **Melbourne City Council**
Short form name **Council**
Notice details **Town Hall, 90-120 Swanston Street, Melbourne, Victoria, 3000**
Facsimile: 03 9658 9174
Attention: [.]

Name **Waterfront City 1A R&C Pty Ltd and Waterfront City 1A Residential Pty Ltd**
ABN **82 108 937 908 / 86 108 937 926**
Short form name **Owner**
Notice details **Level 11, 345 George Street, Sydney, New South Wales, 2000**
Facsimile: 02 9299 4952
Attention: Mr Greg Boyd

Background

- A The Owner is or is entitled to be registered as proprietor of the Land.
- B The Land is subject to the Planning Scheme and the Council is the relevant responsible authority for subdivisions pursuant to the Scheme.
- C The parties have agreed to enter into this agreement pursuant to the requirements of condition 8 of the Permit.

AH085765E



Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In this agreement:

Act means the *Planning and Environment Act 1987* (Vic).

Council means Melbourne City Council;

Land means the land comprised in Lot 1 on Plan of Subdivision PS621156E being the whole of the land comprised in certificate of title volume 11081 folio 780.

Owner includes any person who from time to time becomes registered or is entitled to be registered as the proprietor of the Land or any part of the Land.

Permit means permit number 57DK/3/90(A), issued by the then responsible authority on 20 February 2006.

Public Access Areas means the two access ways running across part of the Land and connecting Docklands Drive to the Promenade and being approximately 3 metres wide and 2.7 metres in height.

Scheme means the Melbourne Planning Scheme or any other planning scheme applicable to the Docklands Area from time to time.

1.2 Interpretation

In this agreement unless the contrary intention appears:

- (a) a reference to any statute, regulation, proclamation, ordinance, planning scheme, by-law or local law includes all statutes, regulations, proclamations, ordinances, planning schemes, by-laws or local laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, planning schemes, by-laws and local laws issued under that statute;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
- (d) a covenant or agreement on the part of two or more persons will bind them jointly and individually;
- (e) headings are for ease of reference only and do not affect the meaning of this agreement;
- (f) other grammatical forms of defined words or expressions have corresponding meanings; and
- (g) a reference to the Council includes its successors and assigns (including its successors as responsible authority under the Act).

AH085765E



2. Section 173 agreement

2.1 Purpose of this Agreement

This agreement is made under section 173 of the Act to achieve or advance the objectives of planning in Victoria or the objectives of the Planning Scheme with the intent that the burden of the Owner's covenants run with the Land.

2.2 Council may register

The Council, in its discretion, may apply to the Registrar of Titles to have this agreement registered in accordance with section 181 of the Act.

2.3 Covenants Run with Land

The Owner acknowledges and agrees that any obligation imposed on the Owner under this agreement takes effect as a covenant, which is annexed to the Land and runs at law and in equity with the Land.

3. Commencement

This agreement will come into force on the date of this agreement.

4. Ending of agreement

This agreement will end on the earlier of:

- (a) a date agreed in writing between the parties; and
- (b) the date that the part of the Land comprising the Public Access Areas is permanently vested in the Council.

5. Owner's covenants

5.1 Owner covenants

- (a) Successors in title
 - (i) Without limiting the operation or effect which this agreement has, the Owner must (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 execute a deed agreeing to be bound by the terms of this agreement, such deed to be on terms acceptable to the Council (acting reasonably).
 - (ii) If the Owner transfers title to the Land to a successor, then with effect from the date of the transfer, the outgoing owner is released from all future liability under this agreement, but is not released from liability for any breach of this agreement by the outgoing owner before transfer of title.

- (b) Registration of agreement

The Owner will do all things necessary to enable the Council to make a recording of this agreement on the folio of the register which relates to the Land in accordance with Section 181 of the Act, including, without limitation, signing any further agreement, acknowledgment or document or procuring the consent to this agreement of any mortgagee or caveator.

5.2 Public Access

- (a) The Owner must provide the Public Access Areas on the Land on the following basis:
- (i) the Public Access Areas are to consist of two three metre wide access ways running on either side of and across the Land and connecting Docklands Drive to the Promenade;
 - (ii) the precise location of the Public Access Areas may be altered from time to time by the Owner after giving the Council at least 30 days notice so long as the proposed altered location of the Public Access Areas provides reasonable access from Docklands Drive to Lot 7A on Plan of Subdivision No PS527877Q;
 - (iii) the Owner or its nominees may temporarily close or restrict access to any part of the Public Access Areas in order to undertake works of any kind on another part of the Land (or on buildings located on the Land) or to install services or infrastructure as contemplated in clause 5.2(a)(iv) but, in doing so, the Owner shall use reasonable endeavours to carry out the relevant works in a manner which allows the Public Access Areas (or some part of them) to remain open and re-open the Public Access Areas as soon as reasonably possible having regard to a reasonable construction program for the relevant works;
 - (iv) the Owner or its nominees may install services or infrastructure under the surface of the paving in the Public Access Areas or in the air space above the Public Access Areas provided that any services or infrastructure in the airspace must be at least 2.7 metres above the ground; and
 - (v) the Public Access Areas must be self-draining and must not be altered unless in accordance with the Council's consent.
- (b) Subject to the provisions of this agreement and except as otherwise approved by the Council in writing, the Owner must keep the Public Access Area open and accessible to the public at all times.
- (c) Despite clause 5.2(a) above:
- (i) the Owner may, upon obtaining the Council's consent, such consent not to be unreasonably withheld or delayed (except in the case of an emergency when consent is not required), temporarily restrict access to any part of the Public Access Areas; and
 - (ii) the Owner acknowledges that the Council will not approve, and is not required to approve, any permanent closure of the Public Access Areas.

5.3 Maintenance of Public Access Areas

- (a) The Owner must, at minimum, clean, maintain in a good and safe condition and repair the Public Access Areas in accordance with Schedule 1 and to a standard reasonably commensurate with like public access areas.
- (b) If the Owner fails to comply with clause 5.3(a) and as a result of such failure, public safety is reasonably adversely affected, then the Council may request the Owner to restore the Public Access Area, within 48 hours of such request so that public safety is no longer adversely affected. In the event that the Owner fails to comply with clause 5.3(a) and public safety is not reasonably adversely affected, the Council may request the Owner to restore the Public Access Area within a reasonable time.

AH085765E



5.4 Indemnity

The Owner covenants and agrees it will indemnify and keep indemnified the Council in relation to all costs, expenses, losses or damages whatsoever which the Council 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 this agreement or any breach of this agreement by the Owner except if and to the extent that such suit, action, proceeding, judgment or claim arises because of the Council's default or negligence.

5.5 Successors in title

The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of all or part of the Land after execution of this agreement and before its registration at the Land Titles Office without first disclosing to its successors the existence and nature of this agreement.

5.6 Obligation to run with the Land

The Owner and the Council acknowledge and agree that:

- (a) any obligation imposed on the Owner under this agreement takes effect as a covenant, which is annexed to and runs at law and in equity with the Land or part of the Land (as the case may be);
- (b) these obligations bind the Owner, its successors, assigns and transferees and the registered proprietor for the time being of the Land or that part of the Land which contains the Public Access Areas (as the case may be).

5-7

Registration

- (a) The Owner agrees to do all things necessary to enable the Council, in its discretion, to register this agreement with the Registrar of Titles in accordance with section 181 of the Act.
- (b) The Council agrees to do all things necessary (at the Owner's cost) to enable the Owner to remove this agreement from any part of the Land for which a separate title is created (by way of registration of a plan of subdivision) provided that that part of the Land which comprises the separate title does not comprise the whole or any part of the Public Access Areas.

5.8 Warranty

The Owner warrants that:

- (a) it is (or is entitled to be) the registered proprietor of the Land and the beneficial owner of the Land;
- (b) other than as referred to in this agreement, or disclosed by the usual searches, or disclosed in writing to the Council prior to the execution of this agreement, no other person has any interest either legal or equitable in the Land; and
- (c) it has obtained all necessary authorities and consents to bind all persons who may have any legal or equitable interest in the Land.

5.9 Trust

If the Owner is registered proprietor of the Land as trustee of any trust:

- (a) the Owner agrees that for the purpose of this agreement the Owner binds the trust for which it acts as trustee; and
- (b) the Owner warrants that it is authorised to enter into this agreement by the terms of the trust deed and that it has any necessary authorities or consents for this purpose.

AH085765E

10/03/2010 \$02.90



6. Default of Owner

- (a) 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. Except in the case of an emergency, before exercising its rights under this clause the Council must give notice (if and to the extent that such notice does not fetter the Council's statutory discretion) to the Owner setting out the details of the event of default which has occurred and provide the Owner with 14 days in which to rectify the default.

7. Ending of Agreement

As soon as reasonably practicable after the ending of this agreement, the Council will make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this agreement on the Register.

AH085765E



8. General

8.1 Proper law

This agreement is governed by and the parties submit to the jurisdiction of the laws of the State of Victoria.

8.2 General acknowledgment

The parties acknowledge that any obligation imposed upon the Council under this agreement does not fetter the future exercise of any statutory discretion by the Council and the provisions of this agreement must be read accordingly.

8.3 Further documents

The parties agree to do all things and prepare and sign all further documents necessary to give effect to this agreement.

8.4 Notice

Any notice or document may be served on a party by:

- (a) being left at or posted by prepaid letter addressed to the party at its address stated at the commencement of this agreement (or any other address which is notified from time to time) and is conclusively regarded as having been served at the expiration of 48 hours from the time of posting; or
- (b) by sending it by facsimile provided that it must be confirmed immediately in writing by the sending party by hand delivery or prepaid post and is deemed served on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.5 Reading down and severability

Part or all of any provision of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining provisions of this agreement continue in force.

8.6 No waiver

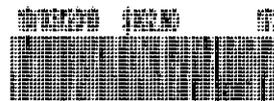
The failure of a party at any time to require performance of any obligation under this agreement is not a waiver of that party's right:

- (a) to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
- (b) at any other time to require performance of that or any other obligations under this agreement.

9. Costs

The Owner agrees to pay the reasonable costs of the Council of and incidental to entering into this agreement and its registration. If a dispute arises in relation to these costs, it may be referred to the costing service of the Law Institute of Victoria at the parties' cost. The parties agree to be bound by the costs as determined under this clause.

AH085765E



AH085765E

Schedule 1 - Maintenance Standard



PUBLIC ACCESS AREA CLEANING SCOPE	
Item	Frequency
Disinfect all bin shells inside and out	Done to the Council's standards from time to time for like public areas.
Keep bins free from spills and waste marks	Done to the Council's standards from time to time for like public areas.
All loose hard rubbish cleared and monitored	Done to the Council's standards from time to time for like public areas.
Disinfect all furnishings including seats, hand rails and bike hoops	Done to the Council's standards from time to time for like public areas.
All footpaths, walkways and decking areas mechanically scrubbed	Done to the Council's standards from time to time for like public areas.
Conduct full litter patrol including cigarette butts and remove	Done to the Council's standards from time to time for like public areas.
Syringe collection and disposal	Done to the Council's standards from time to time for like public areas.
Chewing gum removal	Done to the Council's standards from time to time for like public areas.
Remove any graffiti	Done to the Council's standards from time to time for like public areas.
Clean all light poles, feature lighting and flagpoles	Done to the Council's standards from time to time for like public areas.
Spot clean pavers and tiles	Done to the Council's standards from time to time for like public areas.
Removal of water and other slip hazards	Done to the Council's standards from time to time for like public areas.

Signing page

AH085765E



EXECUTED as a deed

Executed by **Waterfront City 1A R&C Pty Ltd** in accordance with Section 127 of the *Corporations Act 2001* in the presence of



Signature of director
KENNETH JOHN BUTTERFIELD

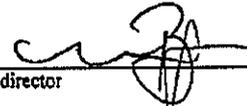
Name of director (print)



Signature of director/company secretary
(Please delete as applicable)
SABRINA CONDELLO

Name of director/company secretary (print)

Executed by **Waterfront City 1A Residential Pty Ltd** in accordance with Section 127 of the *Corporations Act 2001* in the presence of



Signature of director
KENNETH JOHN BUTTERFIELD

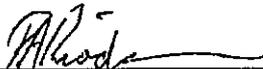
Name of director (print)



Signature of director/company secretary
(Please delete as applicable)
SABRINA CONDELLO

Name of director/company secretary (print)

Signed ^{ed} seals and delivered by **MARTIN WILLIAMS** pursuant to an Instrument of Delegation authorised by Resolution of Council.



Witness


_____ ←

AJ383081H

**Application by a responsible authority for the
making of a recording of an agreement
Section 181 Planning and Environment Act 1987**

Form 18

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.

Lodged by:

Name: Minter Ellison
Phone: (03) 8608 2470
Address: 525 Collins Street, Melbourne, Victoria, 3000
Ref: MEA LGAB 30-7149988
Customer Code: 0781Q

The responsible 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.

Land: (*Volume and Folio*)

Volume 11081 folio 780

Responsible authority: (*name and address*)

Melbourne City Council of 90-120 Swanston Street, Melbourne VIC 3000

Section and Act under which agreement made:

Section 173 of the *Planning and Environment Act 1987* (Vic)

A copy of the agreement is attached to this application:

Date:

16/12/2011

Signature for
responsible authority:



Name of officer: (*full name*)

BRIGID RYAN

AJ383081H

FINAL

Registrable Agreement (General)

New Quay Central, Docklands Area
(formerly Stage 1A Waterfront City)

Urban Renewal Authority Victoria (**Places Victoria**)

Piazzanova Piazza Pty Ltd (**Owner**)

Melbourne City Council (**Responsible Authority**)

MinterEllison

LAWYERS

RIALTO TOWERS, 525 COLLINS STREET, MELBOURNE VIC 3000, DX 204 MELBOURNE
TEL: +61 3 8608 2000 FAX: +61 3 8608 1000
www.minterellison.com

ME_95701641_2 (W2007)

AJ383081H

15 December 2011 | Commercial in confidence

Registrable Agreement (General)

New Quay Central, Docklands Area (formerly Stage 1A Waterfront City)

Details	3
Agreed terms	4
1. Defined terms & interpretation	4
2. Registered agreement	4
3. Commencement	5
4. Ending of agreement	5
5. Owner's covenants	5
6. Responsible Authority and Places Victoria's covenant	6
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8. Costs and Liability	7
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15 December 2011 | Commercial In confidence

Details

Date 16 December 2011

Parties

Name **Urban Renewal Authority Victoria**
Short form name **Places Victoria**
Notice details **Goods Shed North, 710 Collins Street, Docklands, Victoria 3008**

Name **Piazzanova Piazza Pty Ltd (ACN 147 718 385)**
Short form name **Owner**
Notice details **Level 5, 441 St Kilda Road, Melbourne Victoria 3000**

Name **Melbourne City Council**
Short form name **Responsible Authority**
Notice details

Background

- A The Owner is or is entitled to be registered as proprietor of the Land.
- B The Owner is a party to the Development Agreement, under which it has agreed to enter into this agreement.
- C The Melbourne City Council is a responsible authority under the Melbourne Planning Scheme and the *Planning and Environment Act 1987 (Vic)*.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this agreement:

Act means the *Planning and Environment Act 1987 (Vic)*;

Developer means Piazzanova East Pty Ltd, Piazzanova Piazza Pty Ltd and Piazzanova West Pty Ltd;

Development Agreement means the development agreement entered into by Places Victoria and the Developer dated 31 May 2011 for the development of the area known as NewQuay Central (formerly Stage 1A, Waterfront City Precinct) within the Docklands Area, of which the Land forms part;

Land means Lot 1 on PS 621156E being the land in certificate of title volume 11081 folio 780;

Owner includes any person who from time to time becomes registered or is entitled to be registered as the proprietor of the Land;

Planning Scheme means the Melbourne Planning Scheme or any other planning scheme applicable to the Docklands Area from time to time;

Project Documents has the same meaning as in the Development Agreement;

State means the Crown in right of the State of Victoria.

2. Registered agreement

2.1 Purpose of this Agreement

This agreement is made under section 173 of the Act with the intent that the burden of the Owner's covenants run with the Land.

2.2 Authority may register

The Responsible Authority will apply to the Registrar of Titles to have this agreement registered in accordance with section 181 of the Act.

2.3 Covenants Run with Land

The Owner acknowledges and agrees that any obligation imposed on the Owner under this agreement takes effect as a covenant which is annexed to the Land and runs at law and in equity with the Land.

2.4 Enforcement

Without limiting section 114 of the Act, it is acknowledged that Places Victoria is entitled to enforce the terms of this agreement.

2.5 Responsible Authority to consult Places Victoria

Without in any way fettering its discretion, the Responsible Authority agrees that, to the extent reasonably practicable, it will consult with Places Victoria before taking any action under or in connection with this agreement.

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3. Commencement

This agreement will come into force and effect from the date of this agreement.

4. Ending of agreement

This agreement will end in respect of any part of the Land that has reached Stage Practical Completion (as defined in the Development Agreement), or earlier by agreement in writing between Places Victoria and the Owner.

5. Owner's covenants

5.1 Owner Covenants

The Owner will:

- (a) comply or procure compliance with the Developer's obligations under the Project Documents; and
- (b) not sell, transfer, dispose of, assign or otherwise part with ownership of all or part of that Land unless and until the transferee has entered into an agreement with Places Victoria on substantially the same terms and conditions as the terms and conditions contained in the Development Agreement amended to the extent necessary to make them applicable to the interest transferred by the Owner and any other arrangement necessary to give effect to the intent of the parties under the Development Agreement or otherwise as agreed by the parties.

5.2 Successors in title

The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of all or part of the Land after execution of this agreement and before its registration at the Land Titles Office without first disclosing to its successors the existence and nature of this agreement.

5.3 Obligation to run with the Land

The Owner agrees that any obligation imposed on it under this agreement takes effect as a covenant which is annexed to and runs at law and in equity with the Land. These obligations bind the Owner, its successors, assigns and transferees and the registered proprietor for the time being of the whole or any part of the Land.

5.4 Registration

The Owner agrees to do all things necessary to enable the Responsible Authority to register this agreement with the Registrar of Titles in accordance with section 181 of the Act.

5.5 Warranty

The Owner warrants that:

- (a) it is (or is entitled to be) the registered proprietor of the Land and the beneficial owner of the Land;
- (b) other than as referred to in this agreement, or disclosed by the usual searches, or disclosed in writing to Places Victoria prior to the execution of this agreement, no other person has any interest either legal or equitable in the Land; and
- (c) it has obtained all necessary authorities and consents to bind all persons who may have any legal or equitable interest in the Land.

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5.6 Trust

If the Owner is registered proprietor of the Land as trustee of any trust, the Owner agrees that for the purpose of this agreement it would be deemed to include each beneficiary of the trust and the Owner binds the trust for which it acts as trustee. The Owner warrants that it is authorised to enter into this agreement by the terms of the trust deed and that it has any necessary authorities or consents for this purpose.

6. Responsible Authority and Places Victoria's covenant

As soon as reasonably practicable after the ending of this agreement, the Responsible Authority will, at the written request of Places Victoria or the Owner (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.

7. General

7.1 Proper law

This agreement is governed by and the parties submit to the jurisdiction of the laws of the State of Victoria.

7.2 General acknowledgment

The parties acknowledge that any obligation imposed upon Places Victoria or the Responsible Authority under this agreement does not fetter the future exercise of any statutory discretion by Places Victoria or the Responsible Authority and the provisions of this agreement must be read accordingly.

7.3 Further documents

The parties agree to do all things and prepare and sign all further documents necessary to give effect to this agreement.

7.4 Dispute resolution

The parties agree and acknowledge that section 149A of the Act applies to any dispute or difference in anything required under this agreement to be done to the satisfaction of Places Victoria.

7.5 Notice

Any notice or document may be served on a party by:

- (a) being left at or posted by prepaid letter addressed to the party at its address stated at the commencement of this agreement (or any other address which is notified from time to time) and is conclusively regarded as having been served at the expiration of 48 hours from the time of posting; or
- (b) by sending it by facsimile provided that it must be confirmed immediately in writing by the sending party by hand delivery or prepaid post and is deemed served on the next following business day unless the receiving party has requested retransmission before the end of that business day.

7.6 Reading down and severability

Part or all of any provision of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining provisions of this agreement continue in force.

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7.7 No waiver

The failure of a party at any time to require performance of any obligation under this agreement is not a waiver of that party's right:

- (a) to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
- (b) at any other time to require performance of that or any other obligations under this agreement.

8. Costs and Liability

- (a) The Owner agrees to pay the reasonable costs of Places Victoria and the Responsible Authority of and incidental to this agreement and its registration. If a dispute arises in relation to these costs, it may be referred to the costing service of the Law Institute of Victoria at the parties' cost. The parties agree to be bound by the costs as determined under this clause.
- (b) Other than under clause 6, the Responsible Authority has no liability to the Owner or Places Victoria in relation to or in connection with this agreement.
- (c) The Owner and Places Victoria indemnify the Responsible Authority, its officers, employees and agents from and against all direct, indirect, special or consequential losses, damages and costs incurred by the Responsible Authority arising out of or in any way connected with this agreement, except:
 - (i) arising out of a breach of this agreement by the Responsible Authority; or
 - (ii) in the case of Places Victoria, to the extent that the loss, damages or costs arise out of an action by the Responsible Authority in respect of which it did not consult Places Victoria.
- (d) The Owner and Places Victoria release the Responsible Authority, its officers, employees and agents from any costs (including costs on a solicitor and own client basis), claims, demands, liabilities and damages arising out of or in any way connected with this agreement except:
 - (i) arising out of a breach of this agreement by the Responsible Authority; or
 - (ii) in the case of Places Victoria, to the extent that the costs, claims, demands, liabilities and damages arise out of an action by the Responsible Authority in respect of which it did not consult Places Victoria.

9. Interpretation

In this agreement unless the contrary intention appears:

- (a) a reference to any statute, regulation, proclamation, ordinance, planning scheme, by-law or local law includes all statutes, regulations, proclamations, ordinances, planning schemes, by-laws or local laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, planning schemes, by-laws and local laws issued under that statute;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;

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- (d) a covenant or agreement on the part of two or more persons will bind them jointly and individually;
- (e) headings are for ease of reference only and do not affect the meaning of this agreement;
- (f) other grammatical forms of defined words or expressions have corresponding meanings; and
- (g) a reference to Places Victoria includes its successors and assigns.

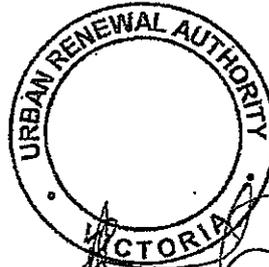
AJ383081H

15 December 2011 | Commercial in confidence

Signing page

EXECUTED as a deed.

The official seal of Urban Renewal Authority Victoria is affixed in accordance with the *Urban Renewal Authority Victoria Act 2003* in the presence of:



[Signature]
Signature of Chief Executive Officer
Samuel Sangster
Name of Chief Executive Officer (print)

[Signature]
Signature of Secretary
Sharon Michael
Name of Secretary (print)

Executed by **Piazzanova Piazza Pty Ltd** by being signed, sealed and delivered by its attorney **RICHARD MARSHALL** under power of attorney dated **13/12/11**

[Signature]
Signature

who declares that he/she has no notice of revocation of the power of attorney, in the presence of

[Signature]
Signature of witness
MELISSA ALEXANDER
Name of witness (print)

SIGNED SEALED AND DELIVERED by)
LEON WILSON)
Acting Team Leader Land Survey pursuant to an)
Instrument of Delegation authorised by)
Resolution of Council.)

[Signature]

[Signature]
Signature of witness
TORIN KAYE
Name of witness

AJ383082F

Application by a responsible authority for the making of a recording of an agreement
Section 181 Planning and Environment Act 1987

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.

Form 18

Lodged by:

Name: Minter Ellison
Phone: (03) 8608 2470
Address: 525 Collins Street, Melbourne, Victoria, 3000
Ref: MEA LGAB 30-7149988
Customer Code: 0781Q

The responsible 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.

Land: *(Volume and Folio)*

Volume 11081 folio 780

Responsible authority: *(name and address)*

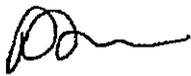
Melbourne City Council of 90-120 Swanston Street, Melbourne VIC 3000

Section and Act under which agreement made:

Section 173 of the *Planning and Environment Act 1987* (Vic)

A copy of the agreement is attached to this application:

Date: 16/12/2011

Signature for responsible authority: 

Name of officer: *(full name)* BOHID RYAN

AJ383082F

FINAL

Registrable Agreement (Environmental)

New Quay Central, Docklands Area
(formerly Stage 1A Waterfront City)

Urban Renewal Authority Victoria (Places Victoria)

Piazzanova Piazza Pty Ltd (Owner)

Melbourne City Council (Responsible Authority)

MinterEllison

LAWYERS

RIALTO TOWERS, 525 COLLINS STREET, MELBOURNE VIC 3000, DX 204 MELBOURNE
TEL: +61 3 8608 2000 FAX: +61 3 8608 1000
www.minterellison.com

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15 December 2011 | Commercial In confidence

Registrable Agreement (Environmental)

New Quay Central, Docklands Area (formerly Stage 1A Waterfront City)

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AJ383082F

15 December 2011 | Commercial in confidence

Details

Date 16/12/2011

Parties

Name Urban Renewal Authority Victoria
 Short form name Places Victoria
 Notice details Goods Shed North, 710 Collins Street, Docklands, Victoria 3008

Name Piazzanova Piazza Pty Ltd (ACN 147 718 385)
 Short form name Owner
 Notice details Level 5, 441 St Kilda Road, Melbourne Victoria 3000

Name Melbourne City Council
 Short form name Responsible Authority
 Notice details

Background

- A The Owner is or is entitled to be registered as proprietor of the Land.
- B The Owner is a party to the Development Agreement under which it has agreed to enter into this agreement.
- C The Land has been (or is to be) remediated by the Owner.
- D A statement or certificate of environmental audit has been issued (or must be obtained by the Owner) for the Land.
- E This agreement is an agreement under section 173 of the *Planning and Environment Act 1987* (Vic).
- F The parties intend that the Responsible Authority will register this agreement with the Registrar of Titles in accordance with section 181 of the Act so that the Owner's covenants referred to in this agreement run with the Land.
- G The Melbourne City Council is a responsible authority under the Melbourne Planning Scheme and the *Planning and Environment Act 1987* (Vic).

AJ383082F

15 December 2011 | Commercial in confidence

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this agreement:

Act means the *Planning and Environment Act 1987* (Vic);

Developer means Piazzanova East Pty Ltd, Piazzanova Piazza Pty Ltd and Piazzanova West Pty Ltd;

Development Agreement means the development agreement entered into by Places Victoria and the Developer dated 31 May 2011 for the development of the area known as New Quay Central (formerly Stage 1A, Waterfront City Precinct) within the Docklands Area, of which the Land forms part;

Land means Lot 1 on PS 621156E being the land in certificate of title volume 11081 folio 780;

Owner includes any person who from time to time becomes registered or is entitled to be registered as the proprietor of the Land;

Planning Scheme means the Melbourne Planning Scheme or any other planning scheme applicable to the Docklands Area from time to time;

State means the Crown in right of the State of Victoria.

2. Registered agreement

2.1 Purpose of this Agreement

This agreement is made under section 173 of the Act with the intent that the burden of the Owner's covenants run with the Land.

2.2 Authority may register

The Responsible Authority will apply to the Registrar of Titles to have this agreement registered in accordance with section 181 of the Act.

2.3 Covenants Run with Land

The Owner acknowledges and agrees that any obligation imposed on the Owner under this agreement takes effect as a covenant which is annexed to the Land and runs at law and in equity with the Land.

2.4 Enforcement

Without limiting section 114 of the Act, it is acknowledged that Places Victoria is entitled to enforce the terms of this agreement.

2.5 Responsible Authority to consult Places Victoria

Without in any way fettering its discretion, the Responsible Authority agrees that, to the extent reasonably practicable, it will consult with Places Victoria before taking any action under or in connection with this agreement.

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15 December 2011 | Commercial in confidence

3. Commencement

This agreement will come into force and effect from the date of this agreement.

4. Ending of agreement

This agreement will end on the date agreed in writing between Places Victoria and the Owner.

5. Owner's covenants

5.1 Remediation

- (a) The Owner agrees that if, as part of any development on or of the Land, it is required or directed to undertake clean up or remediation measures including but not limited to removing, dispensing, destroying, disposing of, abating, neutralising or treating any pollutant, contaminant, waste, substance or environmental hazard in relation to the Land, or any part of it:
- (i) it will not make any claim or demand on the State in any of its capacities or Places Victoria, its officers and agents in relation to any of the Owner's costs, expenses or losses incurred in taking the clean up or remediation measures; and
 - (ii) it will indemnify the State in all of its capacities and Places Victoria its officers and agents against any claims or demands made by any person relating to the costs, expenses or losses of any such clean up or remediation measures.
- (b) Clause 5.1(a) does not apply to the extent that the presence of any pollutant, contaminant, waste, substance or environmental hazard referred to in clause 5.1(a) was caused or contributed to by Places Victoria after the date of this Agreement.

5.2 Successors in title

The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of all or part of the Land after execution of this agreement and before its registration at the Land Titles Office without first disclosing to its successors the existence and nature of this agreement.

5.3 Obligation to run with the Land

The Owner agrees that any obligation imposed on it under this agreement takes effect as a covenant which is annexed to and runs at law and in equity with the Land. These obligations bind the Owner, its successors, assigns and transferees and the registered proprietor for the time being of the whole or any part of the Land.

5.4 Registration

The Owner agrees to do all things necessary to enable the Responsible Authority to register this agreement with the Registrar of Titles in accordance with section 181 of the Act.

5.5 Warranty

The Owner warrants that:

- (a) it is (or is entitled to be) the registered proprietor of the Land and the beneficial owner of the Land;
- (b) other than as referred to in this agreement, or disclosed by the usual searches, or disclosed in writing to Places Victoria prior to the execution of this agreement, no other person has any interest either legal or equitable in the Land; and
- (c) it has obtained all necessary authorities and consents to bind all persons who may have any legal or equitable interest in the Land.

15 December 2011 | Commercial in confidence

5.6 Trust

If the Owner is registered proprietor of the Land as trustee of any trust, the Owner agrees that for the purpose of this agreement it would be deemed to include each beneficiary of the trust and the Owner binds the trust for which it acts as trustee. The Owner warrants that it is authorised to enter into this agreement by the terms of the trust deed and that it has any necessary authorities or consents for this purpose.

6. Responsible Authority and Places Victoria's covenant

As soon as reasonably practicable after the ending of this agreement, the Responsible Authority will, at the written request of Places Victoria or the Owner (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.

7. General

7.1 Proper law

This agreement is governed by and the parties submit to the jurisdiction of the laws of the State of Victoria.

7.2 General acknowledgment

The parties acknowledge that any obligation imposed upon Places Victoria or the Responsible Authority under this agreement does not fetter the future exercise of any statutory discretion by Places Victoria or the Responsible Authority and the provisions of this agreement must be read accordingly.

7.3 Further documents

The parties agree to do all things and prepare and sign all further documents necessary to give effect to this agreement.

7.4 Dispute resolution

The parties agree and acknowledge that section 149A of the Act applies to any dispute or difference in anything required under this agreement to be done to the satisfaction of Places Victoria.

7.5 Notice

Any notice or document may be served on a party by:

- (a) being left at or posted by prepaid letter addressed to the party at its address stated at the commencement of this agreement (or any other address which is notified from time to time) and is conclusively regarded as having been served at the expiration of 48 hours from the time of posting; or
- (b) by sending it by facsimile provided that it must be confirmed immediately in writing by the sending party by hand delivery or prepaid post and is deemed served on the next following business day unless the receiving party has requested retransmission before the end of that business day.

7.6 Reading down and severability

Part or all of any provision of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining provisions of this agreement continue in force.

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15 December 2011 | Commercial in confidence

7.7 No waiver

The failure of a party at any time to require performance of any obligation under this agreement is not a waiver of that party's right:

- (a) to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
- (b) at any other time to require performance of that or any other obligations under this agreement.

8. Costs and Liability

- (a) The Owner agrees to pay the reasonable costs of Places Victoria and the Responsible Authority of and incidental to this agreement and its registration. If a dispute arises in relation to these costs, it may be referred to the costing service of the Law Institute of Victoria at the parties' cost. The parties agree to be bound by the costs as determined under this clause.
- (b) Other than under clause 6, the Responsible Authority has no liability to the Owner or Places Victoria in relation to or in connection with this agreement.
- (c) The Owner and Places Victoria indemnify the Responsible Authority, its officers, employees and agents from and against all direct, indirect, special or consequential losses, damages and costs incurred by the Responsible Authority arising out of or in any way connected with this agreement, except:
 - (i) arising out of a breach of this agreement by the Responsible Authority; or
 - (ii) in the case of Places Victoria, to the extent that the loss, damages or costs arise out of an action by the Responsible Authority in respect of which it did not consult Places Victoria.
- (d) The Owner and Places Victoria release the Responsible Authority, its officers, employees and agents from any costs (including costs on a solicitor and own client basis), claims, demands, liabilities and damages arising out of or in any way connected with this agreement except:
 - (i) arising out of a breach of this agreement by the Responsible Authority; or
 - (ii) in the case of Places Victoria, to the extent that the costs, claims, demands, liabilities and damages arise out of an action by the Responsible Authority in respect of which it did not consult Places Victoria.

9. Interpretation

In this agreement unless the contrary intention appears:

- (a) a reference to any statute, regulation, proclamation, ordinance, planning scheme, by-law or local law includes all statutes, regulations, proclamations, ordinances, planning schemes, by-laws or local laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, planning schemes, by-laws and local laws issued under that statute.
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;

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- (d) a covenant or agreement on the part of two or more persons will bind them jointly and individually;
- (e) headings are for ease of reference only and do not affect the meaning of this agreement;
- (f) other grammatical forms of defined words or expressions have corresponding meanings; and
- (g) a reference to Places Victoria includes its successors and assigns.

AJ383082F

15 December 2011 | Commercial in confidence

Signing page

EXECUTED as a deed.

The official seal of Urban Renewal Authority Victoria is affixed in accordance with the Urban Renewal Authority Victoria Act 2003 in the presence of:



[Signature]
Signature of Chief Executive Officer
Samuel Sangster

[Signature]
Signature of Secretary
Sharon Michael

Name of Chief Executive Officer (print)

Name of Secretary (print)

Executed by **Piazzanova Piazza Pty Ltd** by being signed, sealed and delivered by its attorney **RICHARD MARSHALL** under power of attorney dated 13/12/11

[Signature]
Signature

who declares that he/she has no notice of revocation of the power of attorney, in the presence of

[Signature]
Signature of witness

MELISSA ALEXANDER
Name of witness (print)

SIGNED SEALED AND DELIVERED by)
LEON WILSON)
Acting Team Leader Land Survey pursuant to an)
Instrument of Delegation authorised by.)
Resolution of Council.)

[Signature]

[Signature]
Signature of witness

ZOBIAH NAJIB
Name of witness

AJ383083D

Application by a responsible authority for the
making of a recording of an agreement
Section 181 Planning and Environment Act 1987

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.

Form 18

Lodged by:

Name: Minter Ellison
Phone: (03) 8608 2470
Address: 525 Collins Street, Melbourne, Victoria, 3000
Ref: MEA LGAB 30-7149988
Customer Code: 0781Q

The responsible 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.

Land: (*Volume and Folio*)

Volume 11081 folio 781 and Volume 11081 folio 782

Responsible authority: (*name and address*)

Melbourne City Council of 90-120 Swanston Street, Melbourne VIC 3000

Section and Act under which agreement made:

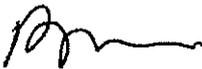
Section 173 of the *Planning and Environment Act 1987* (Vic)

A copy of the agreement is attached to this application:

Date:

16/12/2011

Signature for
responsible authority:



Name of officer: (*full name*)

BRIGID RYAN

AJ383083D

FINAL

Registrable Agreement (General)

New Quay Central, Docklands Area
(formerly Stage 1A Waterfront City)

Urban Renewal Authority Victoria (Places Victoria)

Piazzanova West Pty Ltd (Owner)

Melbourne City Council (Responsible Authority)

MinterEllison

LAWYERS

RIALTO TOWERS, 525 COLLINS STREET, MELBOURNE VIC 3000, DX 204 MELBOURNE
TEL: +61 3 8608 2000 FAX: +61 3 8608 1000
www.minterellison.com

AJ383083D

15 December 2011 | Commercial in confidence

Registrable Agreement (General)

New Quay Central, Docklands Area (formerly Stage 1A Waterfront City)

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AJ383083D

15 December 2011 | Commercial in confidence

Details

Date 16/12/2011

Parties

Name **Urban Renewal Authority Victoria**
Short form name **Places Victoria**
Notice details **Goods Shed North, 710 Collins Street, Docklands, Victoria 3008**

Name **Piazzanova West Pty Ltd (ACN 147 718 394)**
Short form name **Owner**
Notice details **Level 5, 441 St Kilda Road, Melbourne Victoria 3000**

Name **Melbourne City Council**
Short form name **Responsible Authority**
Notice details

Background

- A The Owner is or is entitled to be registered as proprietor of the Land.
- B The Owner is a party to the Development Agreement, under which it has agreed to enter into this agreement.
- C The Melbourne City Council is a responsible authority under the Melbourne Planning Scheme and the *Planning and Environment Act 1987* (Vic).

AJ383083D

15 December 2011 | Commercial in confidence

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this agreement:

Act means the *Planning and Environment Act 1987 (Vic)*;

Developer means Piazzanova East Pty Ltd, Piazzanova Piazza Pty Ltd and Piazzanova West Pty Ltd;

Development Agreement means the development agreement entered into by Places Victoria and the Developer dated 31 May 2011 for the development of the area known as NewQuay Central (formerly Stage 1A, Waterfront City Precinct) within the Docklands Area, of which the Land forms part;

Land means Lots 2 and 3 on PS 621156E being the land in certificates of title volume 11081 folio 781 and volume 11081 folio 782;

Owner includes any person who from time to time becomes registered or is entitled to be registered as the proprietor of the Land;

Planning Scheme means the Melbourne Planning Scheme or any other planning scheme applicable to the Docklands Area from time to time;

Project Documents has the same meaning as in the Development Agreement;

State means the Crown in right of the State of Victoria.

2. Registered agreement

2.1 Purpose of this Agreement

This agreement is made under section 173 of the Act with the intent that the burden of the Owner's covenants run with the Land.

2.2 Authority may register

The Responsible Authority will apply to the Registrar of Titles to have this agreement registered in accordance with section 181 of the Act.

2.3 Covenants Run with Land

The Owner acknowledges and agrees that any obligation imposed on the Owner under this agreement takes effect as a covenant which is annexed to the Land and runs at law and in equity with the Land.

2.4 Enforcement

Without limiting section 114 of the Act, it is acknowledged that Places Victoria is entitled to enforce the terms of this agreement.

2.5 Responsible Authority to consult Places Victoria

Without in any way fettering its discretion, the Responsible Authority agrees that, to the extent reasonably practicable, it will consult with Places Victoria before taking any action under or in connection with this agreement.

AJ383083D

15 December 2011 | Commercial In confidence

3. Commencement

This agreement will come into force and effect from the date of this agreement.

4. Ending of agreement

This agreement will end in respect of any part of the Land that has reached Stage Practical Completion (as defined in the Development Agreement), or earlier by agreement in writing between Places Victoria and the Owner.

5. Owner's covenants

5.1 Owner Covenants

The Owner will:

- (a) comply or procure compliance with the Developer's obligations under the Project Documents; and
- (b) not sell, transfer, dispose of, assign or otherwise part with ownership of all or part of that Land unless and until the transferee has entered into an agreement with Places Victoria on substantially the same terms and conditions as the terms and conditions contained in the Development Agreement amended to the extent necessary to make them applicable to the interest transferred by the Owner and any other arrangement necessary to give effect to the intent of the parties under the Development Agreement or otherwise as agreed by the parties.

5.2 Successors in title

The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of all or part of the Land after execution of this agreement and before its registration at the Land Titles Office without first disclosing to its successors the existence and nature of this agreement.

5.3 Obligation to run with the Land

The Owner agrees that any obligation imposed on it under this agreement takes effect as a covenant which is annexed to and runs at law and in equity with the Land. These obligations bind the Owner, its successors, assigns and transferees and the registered proprietor for the time being of the whole or any part of the Land.

5.4 Registration

The Owner agrees to do all things necessary to enable the Responsible Authority to register this agreement with the Registrar of Titles in accordance with section 181 of the Act.

5.5 Warranty

The Owner warrants that:

- (a) it is (or is entitled to be) the registered proprietor of the Land and the beneficial owner of the Land;
- (b) other than as referred to in this agreement, or disclosed by the usual searches, or disclosed in writing to Places Victoria prior to the execution of this agreement, no other person has any interest either legal or equitable in the Land; and
- (c) it has obtained all necessary authorities and consents to bind all persons who may have any legal or equitable interest in the Land.

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15 December 2011 | Commercial In confidence

5.6 Trust

If the Owner is registered proprietor of the Land as trustee of any trust, the Owner agrees that for the purpose of this agreement it would be deemed to include each beneficiary of the trust and the Owner binds the trust for which it acts as trustee. The Owner warrants that it is authorised to enter into this agreement by the terms of the trust deed and that it has any necessary authorities or consents for this purpose.

6. Responsible Authority and Places Victoria's covenant

As soon as reasonably practicable after the ending of this agreement, the Responsible Authority will, at the written request of Places Victoria or the Owner (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.

7. General

7.1 Proper law

This agreement is governed by and the parties submit to the jurisdiction of the laws of the State of Victoria.

7.2 General acknowledgment

The parties acknowledge that any obligation imposed upon Places Victoria or the Responsible Authority under this agreement does not fetter the future exercise of any statutory discretion by Places Victoria or the Responsible Authority and the provisions of this agreement must be read accordingly.

7.3 Further documents

The parties agree to do all things and prepare and sign all further documents necessary to give effect to this agreement.

7.4 Dispute resolution

The parties agree and acknowledge that section 149A of the Act applies to any dispute or difference in anything required under this agreement to be done to the satisfaction of Places Victoria.

7.5 Notice

Any notice or document may be served on a party by:

- (a) being left at or posted by prepaid letter addressed to the party at its address stated at the commencement of this agreement (or any other address which is notified from time to time) and is conclusively regarded as having been served at the expiration of 48 hours from the time of posting; or
- (b) by sending it by facsimile provided that it must be confirmed immediately in writing by the sending party by hand delivery or prepaid post and is deemed served on the next following business day unless the receiving party has requested retransmission before the end of that business day.

7.6 Reading down and severability

Part or all of any provision of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining provisions of this agreement continue in force.

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7.7 No waiver

The failure of a party at any time to require performance of any obligation under this agreement is not a waiver of that party's right:

- (a) to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
- (b) at any other time to require performance of that or any other obligations under this agreement.

8. Costs and Liability

- (a) The Owner agrees to pay the reasonable costs of Places Victoria and the Responsible Authority of and incidental to this agreement and its registration. If a dispute arises in relation to these costs, it may be referred to the costing service of the Law Institute of Victoria at the parties' cost. The parties agree to be bound by the costs as determined under this clause.
- (b) Other than under clause 6, the Responsible Authority has no liability to the Owner or Places Victoria in relation to or in connection with this agreement.
- (c) The Owner and Places Victoria indemnify the Responsible Authority, its officers, employees and agents from and against all direct, indirect, special or consequential losses, damages and costs incurred by the Responsible Authority arising out of or in any way connected with this agreement, except:
 - (i) arising out of a breach of this agreement by the Responsible Authority; or
 - (ii) in the case of Places Victoria, to the extent that the loss, damages or costs arise out of an action by the Responsible Authority in respect of which it did not consult Places Victoria.
- (d) The Owner and Places Victoria release the Responsible Authority, its officers, employees and agents from any costs (including costs on a solicitor and own client basis), claims, demands, liabilities and damages arising out of or in any way connected with this agreement except:
 - (i) arising out of a breach of this agreement by the Responsible Authority; or
 - (ii) in the case of Places Victoria, to the extent that the costs, claims, demands, liabilities and damages arise out of an action by the Responsible Authority in respect of which it did not consult Places Victoria.

9. Interpretation

In this agreement unless the contrary intention appears:

- (a) a reference to any statute, regulation, proclamation, ordinance, planning scheme, by-law or local law includes all statutes, regulations, proclamations, ordinances, planning schemes, by-laws or local laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, planning schemes, by-laws and local laws issued under that statute;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;

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- (d) a covenant or agreement on the part of two or more persons will bind them jointly and individually;
- (e) headings are for ease of reference only and do not affect the meaning of this agreement;
- (f) other grammatical forms of defined words or expressions have corresponding meanings; and
- (g) a reference to Places Victoria includes its successors and assigns.

AJ383083D

15 December 2011 | Commercial in confidence

Signing page

EXECUTED as a deed.

The official seal of Urban Renewal Authority Victoria is affixed in accordance with the *Urban Renewal Authority Victoria Act 2003* in the presence of:



[Signature]
Signature of Chief Executive Officer

[Signature]
Signature of Secretary

Samuel Sangster

Sharon Michael

Name of Chief Executive Officer (print)

Name of Secretary (print)

Executed by Piazzanova West Pty Ltd by being signed, sealed and delivered by its attorney

RICHARD MARSHALL

under power of attorney dated 13/12/11

[Signature]
Signature

who declares that he/she has no notice of revocation of the power of attorney, in the presence of

[Signature]
Signature of witness

MELISSA ALEXANDER

Name of witness (print)

SIGNED SEALED AND DELIVERED by)

LEON WILSON.)

Acting

Team Leader Land Survey pursuant to an)
Instrument of Delegation authorised by)
Resolution of Council.)

[Signature]

[Signature]
Signature of witness

TOSIAS VAYEY
Name of witness

AJ383084B

Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

Form 18

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.

Lodged by:

Name: Minter Ellison
Phone: (03) 8608 2470
Address: 525 Collins Street, Melbourne, Victoria, 3000
Ref: MEA LGAB 30-7149988
Customer Code: 0781Q

The responsible 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.

Land: *(Volume and Folio)*

Volume 11081 folio 781 and Volume 11081 folio 782

Responsible authority: *(name and address)*

Melbourne City Council of 90-120 Swanston Street, Melbourne VIC 3000

Section and Act under which agreement made:

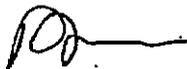
Section 173 of the *Planning and Environment Act 1987* (Vic)

A copy of the agreement is attached to this application:

Date:

16/12/2011

Signature for responsible authority:



Name of officer: *(full name)*

BRIGID RYAN

AJ383084B

FINAL

Registrable Agreement (Environmental)

New Quay Central, Docklands Area
(formerly Stage 1A Waterfront City)

Urban Renewal Authority Victoria (Places Victoria)
Piazzanova West Pty Ltd (Owner)
Melbourne City Council (Responsible Authority)

MinterEllison

LAWYERS

RIALTO TOWERS, 525 COLLINS STREET, MELBOURNE VIC 3000, DX 204 MELBOURNE
TEL: +61 3 8608 2000 FAX: +61 3 8608 1000
www.minterellison.com

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15 December 2011 | Commercial in confidence

Registrable Agreement (Environmental)

New Quay Central, Docklands Area (formerly Stage 1A Waterfront City)

Details	3
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Details

Date 16/12/2011

Parties

Name **Urban Renewal Authority Victoria**
Short form name **Places Victoria**
Notice details **Goods Shed North, 710 Collins Street, Docklands, Victoria 3008**

Name **Piazzanova West Pty Ltd (ACN 147 718 394)**
Short form name **Owner**
Notice details **Level 5, 441 St Kilda Road, Melbourne Victoria 3000**

Name **Melbourne City Council**
Short form name **Responsible Authority**
Notice details

Background

- A The Owner is or is entitled to be registered as proprietor of the Land.
- B The Owner is a party to the Development Agreement under which it has agreed to enter into this agreement.
- C The Land has been (or is to be) remediated by the Owner.
- D A statement or certificate of environmental audit has been issued (or must be obtained by the Owner) for the Land.
- E This agreement is an agreement under section 173 of the *Planning and Environment Act 1987* (Vic).
- F The parties intend that the Responsible Authority will register this agreement with the Registrar of Titles in accordance with section 181 of the Act so that the Owner's covenants referred to in this agreement run with the Land.
- G The Melbourne City Council is a responsible authority under the Melbourne Planning Scheme and the *Planning and Environment Act 1987* (Vic).

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Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this agreement:

Act means the *Planning and Environment Act 1987* (Vic);

Developer means Piazzanova East Pty Ltd, Piazzanova Piazza Pty Ltd and Piazzanova West Pty Ltd;

Development Agreement means the development agreement entered into by Places Victoria and the Developer dated 31 May 2011 for the development of the area known as New Quay Central (formerly Stage 1A, Waterfront City Precinct) within the Docklands Area, of which the Land forms part;

Land means Lots 2 and 3 on PS 621156E being the land in certificates of title volume 11081 folio 781 and volume 11081 folio 782;

Owner includes any person who from time to time becomes registered or is entitled to be registered as the proprietor of the Land;

Planning Scheme means the Melbourne Planning Scheme or any other planning scheme applicable to the Docklands Area from time to time;

State means the Crown in right of the State of Victoria.

2. Registered agreement

2.1 Purpose of this Agreement

This agreement is made under section 173 of the Act with the intent that the burden of the Owner's covenants run with the Land.

2.2 Authority may register

The Responsible Authority will apply to the Registrar of Titles to have this agreement registered in accordance with section 181 of the Act.

2.3 Covenants Run with Land

The Owner acknowledges and agrees that any obligation imposed on the Owner under this agreement takes effect as a covenant which is annexed to the Land and runs at law and in equity with the Land.

2.4 Enforcement

Without limiting section 114 of the Act, it is acknowledged that Places Victoria is entitled to enforce the terms of this agreement.

2.5 Responsible Authority to consult Places Victoria

Without in any way fettering its discretion, the Responsible Authority agrees that, to the extent reasonably practicable, it will consult with Places Victoria before taking any action under or in connection with this agreement.

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15 December 2011 | Commercial in confidence

3. Commencement

This agreement will come into force and effect from the date of this agreement.

4. Ending of agreement

This agreement will end on the date agreed in writing between Places Victoria and the Owner.

5. Owner's covenants

5.1 Remediation

- (a) The Owner agrees that if, as part of any development on or of the Land, it is required or directed to undertake clean up or remediation measures including but not limited to removing, dispensing, destroying, disposing of, abating, neutralising or treating any pollutant, contaminant, waste, substance or environmental hazard in relation to the Land, or any part of it:
- (i) it will not make any claim or demand on the State in any of its capacities or Places Victoria, its officers and agents in relation to any of the Owner's costs, expenses or losses incurred in taking the clean up or remediation measures; and
 - (ii) it will indemnify the State in all of its capacities and Places Victoria its officers and agents against any claims or demands made by any person relating to the costs, expenses or losses of any such clean up or remediation measures.
- (b) Clause 5.1(a) does not apply to the extent that the presence of any pollutant, contaminant, waste, substance or environmental hazard referred to in clause 5.1(a) was caused or contributed to by Places Victoria after the date of this Agreement.

5.2 Successors in title

The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of all or part of the Land after execution of this agreement and before its registration at the Land Titles Office without first disclosing to its successors the existence and nature of this agreement.

5.3 Obligation to run with the Land

The Owner agrees that any obligation imposed on it under this agreement takes effect as a covenant which is annexed to and runs at law and in equity with the Land. These obligations bind the Owner, its successors, assigns and transferees and the registered proprietor for the time being of the whole or any part of the Land.

5.4 Registration

The Owner agrees to do all things necessary to enable the Responsible Authority to register this agreement with the Registrar of Titles in accordance with section 181 of the Act.

5.5 Warranty

The Owner warrants that:

- (a) it is (or is entitled to be) the registered proprietor of the Land and the beneficial owner of the Land;
- (b) other than as referred to in this agreement, or disclosed by the usual searches, or disclosed in writing to Places Victoria prior to the execution of this agreement, no other person has any interest either legal or equitable in the Land; and
- (c) it has obtained all necessary authorities and consents to bind all persons who may have any legal or equitable interest in the Land.

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15 December 2011 | Commercial in confidence

5.6 Trust

If the Owner is registered proprietor of the Land as trustee of any trust, the Owner agrees that for the purpose of this agreement it would be deemed to include each beneficiary of the trust and the Owner binds the trust for which it acts as trustee. The Owner warrants that it is authorised to enter into this agreement by the terms of the trust deed and that it has any necessary authorities or consents for this purpose.

6. Responsible Authority and Places Victoria's covenant

As soon as reasonably practicable after the ending of this agreement, the Responsible Authority will, at the written request of Places Victoria or the Owner (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.

7. General

7.1 Proper law

This agreement is governed by and the parties submit to the jurisdiction of the laws of the State of Victoria.

7.2 General acknowledgment

The parties acknowledge that any obligation imposed upon Places Victoria or the Responsible Authority under this agreement does not fetter the future exercise of any statutory discretion by Places Victoria or the Responsible Authority and the provisions of this agreement must be read accordingly.

7.3 Further documents

The parties agree to do all things and prepare and sign all further documents necessary to give effect to this agreement.

7.4 Dispute resolution

The parties agree and acknowledge that section 149A of the Act applies to any dispute or difference in anything required under this agreement to be done to the satisfaction of Places Victoria.

7.5 Notice

Any notice or document may be served on a party by:

- (a) being left at or posted by prepaid letter addressed to the party at its address stated at the commencement of this agreement (or any other address which is notified from time to time) and is conclusively regarded as having been served at the expiration of 48 hours from the time of posting; or
- (b) by sending it by facsimile provided that it must be confirmed immediately in writing by the sending party by hand delivery or prepaid post and is deemed served on the next following business day unless the receiving party has requested retransmission before the end of that business day.

7.6 Reading down and severability

Part or all of any provision of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining provisions of this agreement continue in force.

AJ383084B

15 December 2011 | Commercial in confidence

7.7 No waiver

The failure of a party at any time to require performance of any obligation under this agreement is not a waiver of that party's right:

- (a) to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
- (b) at any other time to require performance of that or any other obligations under this agreement.

8. Costs and Liability

- (a) The Owner agrees to pay the reasonable costs of Places Victoria and the Responsible Authority of and incidental to this agreement and its registration. If a dispute arises in relation to these costs, it may be referred to the costing service of the Law Institute of Victoria at the parties' cost. The parties agree to be bound by the costs as determined under this clause.
- (b) Other than under clause 6, the Responsible Authority has no liability to the Owner or Places Victoria in relation to or in connection with this agreement.
- (c) The Owner and Places Victoria indemnify the Responsible Authority, its officers, employees and agents from and against all direct, indirect, special or consequential losses, damages and costs incurred by the Responsible Authority arising out of or in any way connected with this agreement, except:
 - (i) arising out of a breach of this agreement by the Responsible Authority; or
 - (ii) in the case of Places Victoria, to the extent that the loss, damages or costs arise out of an action by the Responsible Authority in respect of which it did not consult Places Victoria.
- (d) The Owner and Places Victoria release the Responsible Authority, its officers, employees and agents from any costs (including costs on a solicitor and own client basis), claims, demands, liabilities and damages arising out of or in any way connected with this agreement except:
 - (i) arising out of a breach of this agreement by the Responsible Authority; or
 - (ii) in the case of Places Victoria, to the extent that the costs, claims, demands, liabilities and damages arise out of an action by the Responsible Authority in respect of which it did not consult Places Victoria.

9. Interpretation

In this agreement unless the contrary intention appears:

- (a) a reference to any statute, regulation, proclamation, ordinance, planning scheme, by-law or local law includes all statutes, regulations, proclamations, ordinances, planning schemes, by-laws or local laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, planning schemes, by-laws and local laws issued under that statute.
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;

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15 December 2011 | Commercial In confidence

- (d) a covenant or agreement on the part of two or more persons will bind them jointly and individually;
- (e) headings are for ease of reference only and do not affect the meaning of this agreement;
- (f) other grammatical forms of defined words or expressions have corresponding meanings; and
- (g) a reference to Places Victoria includes its successors and assigns.

AJ383084B

15 December 2011 | Commercial in confidence

Signing page

EXECUTED as a deed.

The official seal of Urban Renewal Authority Victoria is affixed in accordance with the Urban Renewal Authority Victoria Act 2003 in the presence of:




Signature of Chief Executive Officer


Signature of Secretary

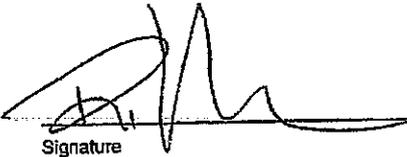
Samuel Sangster

Sharon Michael

Name of Chief Executive Officer (print)

Name of Secretary (print)

Executed by Piazzanova West Pty Ltd by being signed, sealed and delivered by its attorney


Signature

RICHARD MARSHALL
under power of attorney dated 13/12/11

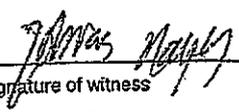
who declares that he/she has no notice of revocation of the power of attorney, in the presence of


Signature of witness

MELISSA ALEXANDER
Name of witness (print)

SIGNED SEALED AND DELIVERED by)
LEON WILSON.)
Acting Team Leader Land Survey pursuant to an)
Instrument of Delegation authorised by)
Resolution of Council.)




Signature of witness

TOBIAS NAREY
Name of witness

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 18907524:34723338:36962

Authorised Officer





Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.
12524427812

DATE OF ISSUE - 28/01/2014

APPLICATION NO.
607656

SAI GLOBAL PROPERTY DIVISION PTY LTD

YOUR REF.
18907524:34723340

ACCOUNTS PAYABLE - LEVEL 9
GPO BOX 5420
SYDNEY NSW 2001

SOURCE NO.
99905059310

PROPERTY: 433-451 DOCKLANDS DRIVE DOCKLANDS VIC 3008

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of seven hundred and twenty five dollars and twenty cents (CREDIT) is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
TOTAL	0.00			0.00	0.00

Service charges owing to 30/06/2013	0.00
Service charges owing for this financial year	0.00
Adjustments	-725.20
Current amount outstanding	-725.20
Plus remainder service charges to be billed	0.00
BALANCE including unbilled service charges	-725.20

Important changes effective 1 July 2013

Visit citywestwater.com.au/statement for more information.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

12524427812

DATE OF ISSUE - 28/01/2014

APPLICATION NO.

607656

This property is currently not liable for Parks and/or Waterway and Drainage charges however may be liable for these charges from date of sale.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

Please note credit balance - no amount outstanding.

This installation is not supplied with water through a City West Water meter.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

12524427812

DATE OF ISSUE - 28/01/2014

APPLICATION NO.

607656

Information given pursuant to section 158 of the Water Act 1989

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.

The Victorian Coastal Strategy identifies the need to plan for sea level rise of not less than 0.8 metres by 2100 when assessing risks and impacts associated with climate change. Melbourne Water, as the relevant floodplain management authority has identified that this property may be affected by increases to the mean sea level of Port Phillip Bay / Western Port. For further information please phone Melbourne Water on 9679 7517.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

MARIANNE WALKER
EXECUTIVE MANAGER
CUSTOMER OPERATIONS
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 487

ENQUIRIES
131691

REFERENCE NO.

12517633512

DATE OF ISSUE - 28/01/2014

APPLICATION NO.

607656

SAI GLOBAL PROPERTY DIVISION PTY LTD

YOUR REF.

18907524:34723340

ACCOUNTS PAYABLE - LEVEL 9

GPO BOX 5420

SYDNEY NSW 2001

SOURCE NO.

99905059310

PROPERTY: 429-437 DOCKLANDS DRIVE DOCKLANDS VIC 3008

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of one thousand two hundred and sixty nine dollars and eighty five cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - NRES	2,539.69	Quarterly	31/12/2013	1,269.84	0.00
PARKS SERVICE CHARGES	959.61	Annually	30/06/2014	959.61	0.00
TOTAL	3,499.30			2,229.45	0.00

Service charges owing to 30/06/2013	0.00
Service charges owing for this financial year	0.00
Adjustments	0.00
Current amount outstanding	0.00
Plus remainder service charges to be billed	1,269.85
BALANCE including unbilled service charges	1,269.85

Important changes effective 1 July 2013

Visit citywestwater.com.au/statement for more information.



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

12517633512

DATE OF ISSUE - 28/01/2014

APPLICATION NO.

607656

For the purpose of levying Parks and/or Waterways and Drainage charges Property no: 125244278 is not yet separately rated by City West Water and is part only of the property for which this certificate is issued. Property 125244278 may be separately rated from the date of sale and may attract these charges.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

This installation is not supplied with water through a City West Water meter.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

12517633512

DATE OF ISSUE - 28/01/2014

APPLICATION NO.

607656

Information given pursuant to section 158 of the Water Act 1989

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.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

MARIANNE WALKER
EXECUTIVE MANAGER
CUSTOMER OPERATIONS

CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

12517633613

DATE OF ISSUE - 28/01/2014

APPLICATION NO.

607656

SAI GLOBAL PROPERTY DIVISION PTY LTD

YOUR REF.
18907524:34723340

ACCOUNTS PAYABLE - LEVEL 9
GPO BOX 5420
SYDNEY NSW 2001

SOURCE NO.
99905059310

PROPERTY: 8 PEARL RIVER ROAD DOCKLANDS VIC 3008

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of two hundred and forty two dollars and eighty eight cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - NRES	323.85	Quarterly	31/12/2013	161.92	80.95
PARKS SERVICE CHARGES	122.36	Annually	30/06/2014	122.36	0.00
TOTAL	446.21			284.28	80.95

Service charges owing to 30/06/2013	0.00
Service charges owing for this financial year	80.95
Adjustments	0.00
Current amount outstanding	80.95
Plus remainder service charges to be billed	161.93
BALANCE including unbilled service charges	242.88

Important changes effective 1 July 2013

Visit citywestwater.com.au/statement for more information.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

12517633613

DATE OF ISSUE - 28/01/2014

APPLICATION NO.

607656

For the purpose of levying Parks and/or Waterways and Drainage charges Property no: 125244278 is not yet separately rated by City West Water and is part only of the property for which this certificate is issued. Property 125244278 may be separately rated from the date of sale and may attract these charges.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

This installation is not supplied with water through a City West Water meter.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

12517633613

DATE OF ISSUE - 28/01/2014

APPLICATION NO.

607656

Information given pursuant to section 158 of the Water Act 1989

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.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

MARIANNE WALKER
EXECUTIVE MANAGER
CUSTOMER OPERATIONS

CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

12517633713

DATE OF ISSUE - 28/01/2014

APPLICATION NO.

607656

SAI GLOBAL PROPERTY DIVISION PTY LTD

YOUR REF.

18907524:34723340

ACCOUNTS PAYABLE - LEVEL 9

GPO BOX 5420

SYDNEY NSW 2001

SOURCE NO.

99905059310

PROPERTY: 443-451 DOCKLANDS DRIVE DOCKLANDS VIC 3008

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of eight hundred and sixty six dollars and twenty eight cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - NRES	1,155.06	Quarterly	31/12/2013	577.53	288.75
PARKS SERVICE CHARGES	436.43	Annually	30/06/2014	436.43	0.00
TOTAL	1,591.49			1,013.96	288.75

Service charges owing to 30/06/2013 0.00

Service charges owing for this financial year 288.75

Adjustments 0.00

Current amount outstanding 288.75

Plus remainder service charges to be billed 577.53

BALANCE including unbilled service charges 866.28

Important changes effective 1 July 2013

Visit citywestwater.com.au/statement for more information.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

12517633713

DATE OF ISSUE - 28/01/2014

APPLICATION NO.

607656

For the purpose of levying Parks and/or Waterways and Drainage charges Property no: 125244278 is not yet separately rated by City West Water and is part only of the property for which this certificate is issued. Property 125244278 may be separately rated from the date of sale and may attract these charges.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

This installation is not supplied with water through a City West Water meter.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

12517633713

DATE OF ISSUE - 28/01/2014

APPLICATION NO.

607656

Information given pursuant to section 158 of the Water Act 1989

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.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

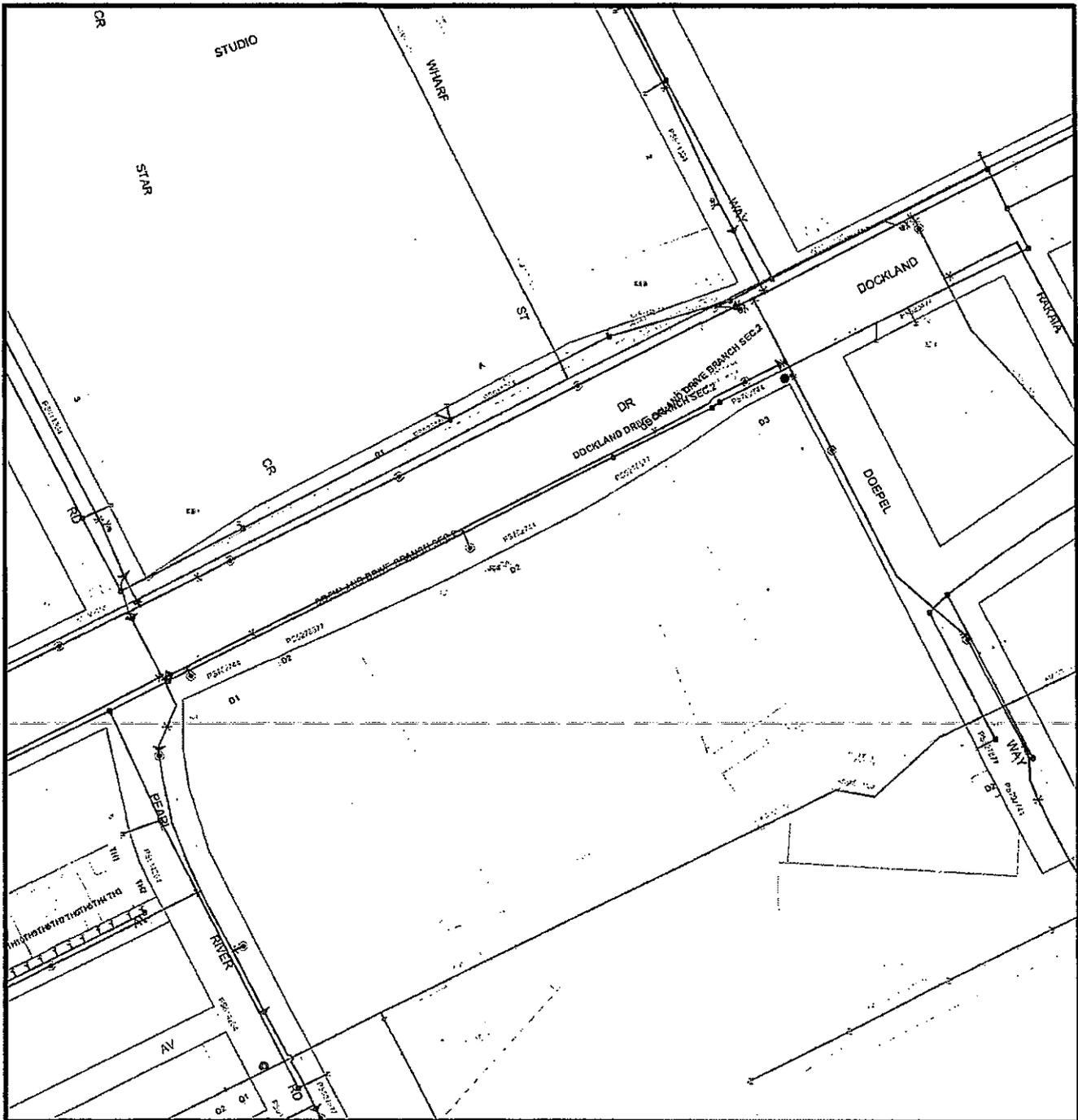
MARIANNE WALKER
EXECUTIVE MANAGER
CUSTOMER OPERATIONS

CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



Encumbrance Plan

433-451 DOCKLANDS DRIVE, DOCKLANDS VIC 3008

Application No. 607656



City West Water
LIMITED

Date : 28/1/2014

Scale: 1:1500



LEGEND

	Circular Manhole		Sewer Main			Water Main
	Inspection Shaft		Abandoned Sewer Main			Abandoned Water Main

Assets labelled AC may contain asbestos material and therefore works on these assets must be undertaken in accordance with OHS Regulations 2007 (Part 4.3).

Warning : City West Water Limited does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This company accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

Land Tax Clearance Certificate

Land Tax Act 2005



THOMSONS LAWYERS VIA SAI GLOBAL PROPERTY
224 NORMANBY ROAD
SOUTHBANK VIC 3006

Your Reference: 18907524:34723339
Certificate No: 81018361
Issue Date: 23 JAN 2014
Enquiries: ESYSPROD

Land Address: 6 PEARL RIVER ROAD DOCKLANDS VIC 3008

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
40496201	D1	702744	11410	590	\$2,776,734	\$22,072.54

Vendor: METEORITE LAND (PEARL RIVER) PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
METEORITE LAND (PEARL RIVER) PTY LTD	2014	\$22,072.54	\$0.00	\$22,072.54

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total

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

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:	\$2,776,734
-----------------------	--------------------

AMOUNT PAYABLE:	\$22,072.54
------------------------	--------------------

Paul Broderick
Commissioner of State Revenue

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 81018361
Land ID: 40496201
Amount Payable: \$22,072.54

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: 81018361



- 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 \$2,776,734

Land Tax = \$22,072.54

Calculated as \$9,375 plus (\$2,776,734 - \$1,800,000)
multiplied by 1:300 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

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

228727

APPLICANT'S NAME & ADDRESS

SAI GLOBAL PROPERTY DIVISION PTY LTD C/- ANSTAT
MELBOURNE

VENDOR

METEORITE
LAND(PEARLRIVER)PTYLTD

PURCHASER

REFERENCE

18907524:34723336

This certificate is issued for:

LOT D1 PLAN PS702744 ALSO KNOWN AS 6 PEARL RIVER ROAD DOCKLANDS
MELBOURNE CITY

The land is covered by the:

MELBOURNE PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a DOCKLANDS ZONE 6
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 12
- and a DESIGN AND DEVELOPMENT OVERLAY SCHEDULE 54-AREA 3
- and a Design and Development overlay schedule 54 Area 5
- and a PARKING OVERLAY - PRECINCT 10
- and a DESIGN AND DEVELOPMENT OVERLAY SCHEDULE 54
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 7

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/Melbourne/home.html>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
(<http://vhd.heritage.vic.gov.au/>)

23 January 2014
Matthew Guy MLC
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA@
570 Bourke Street
Melbourne VIC 3000
Tel: (03) 8636 2456

Department of
Transport, Planning and
Local Infrastructure

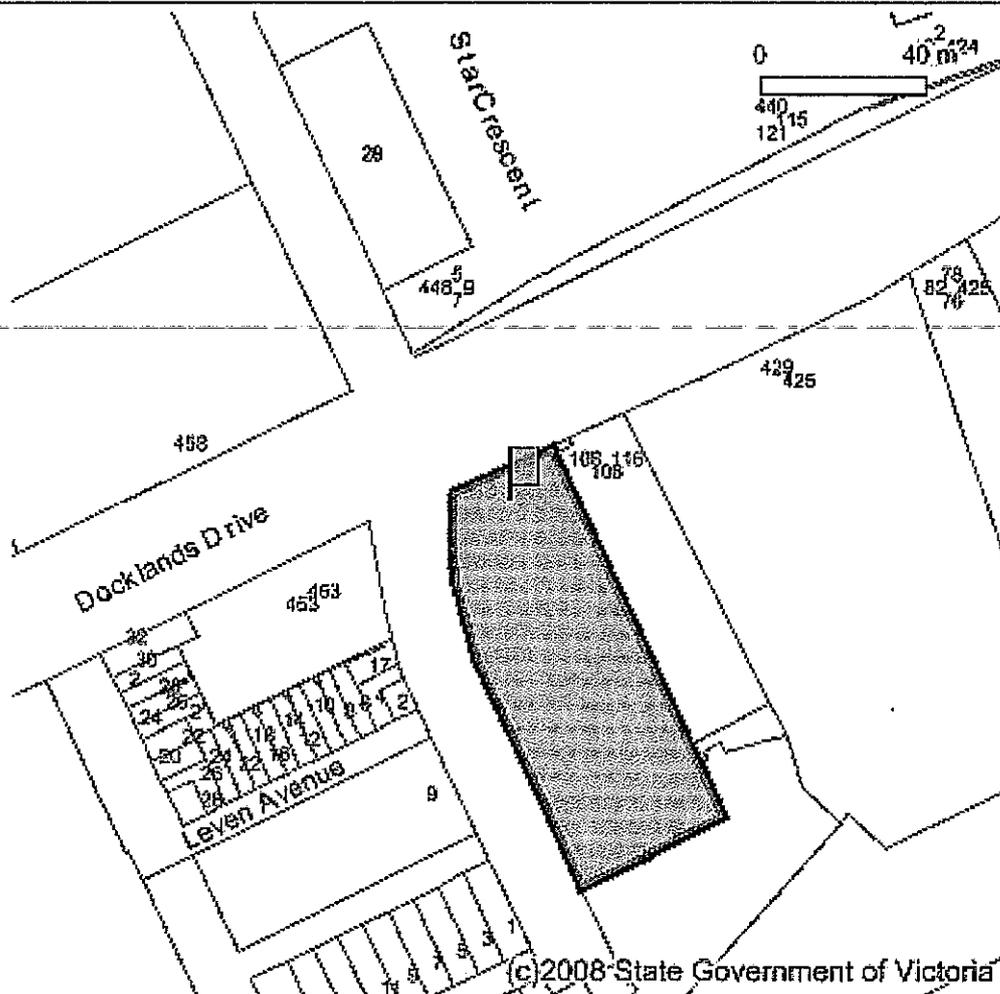


The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 8636 2456 or email landata.enquiries@dtpli.vic.gov.au.

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm and for as little as \$11.70 (plus your broker's service fee where applicable) receive your authoritative Planning Certificate same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.





PLANNING SCHEME EXTRACT

Property Address:
6 PEARL RIVER ROAD DOCKLANDS VIC

Date:
24/01/2014

37.05 DOCKLANDS ZONE03/06/2012
VC90

Shown on the planning scheme map as **DZ** with a number.

Purpose

To implement the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.

To ensure that use and development take account of the unique nature of the water environment.

To encourage a variety of dwelling types within the Melbourne Docklands area to suit a diversity of needs.

To ensure that development takes account of the relationship of the Melbourne Docklands area to the Central Activities District and the policies relating to the future development of the Central Activities District and other parts of the capital city.

To encourage visual and physical linkages between the Melbourne Docklands and adjacent areas, in particular the Central Business District.

To provide for the conservation and enhancement of buildings, areas and places of scientific, aesthetic, architectural or historical significance.

To provide for the conservation and enhancement of buildings, areas and places of scientific, aesthetic, architectural or historical significance.

37.05-1 Table of uses**Section 1 - Permit not required**

USE	CONDITION
Any use in Section 1 of the schedule to this zone	Must comply with any condition in Section 1 of the schedule to this zone.

Section 2 - Permit required

USE	CONDITION
Any use in Section 2 of the schedule to this zone	Must comply with any condition in Section 2 of the schedule to this zone.
Any other use not in Section 1 or 3 of the schedule to this zone	

Section 3 - Prohibited

USE
Any use in Section 3 of the schedule to this zone

37.05-2 Use of land07/04/2008
VC47

Any requirement in the schedule to this zone must be met.

Application requirements

An application to use land must be accompanied by any information specified in the schedule to this zone.

Exemption from notice and review

The schedule to this zone may specify that an application is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act.

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.
- Any guidelines in the schedule to this zone.

37.05-3 Subdivision**Permit requirement**

A permit is required to subdivide land unless the schedule to this zone specifies otherwise.

Any requirement in the schedule to this zone must be met.

Application requirements

An application to subdivide land must be accompanied by any information specified in the schedule to this zone.

Exemption from notice and review

The schedule to this zone may specify that an application is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act.

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.
- Any guidelines in the schedule to this zone.

37.05-4 Buildings and works07/04/2008
VC47**Permit requirement**

A permit is required to construct a building or construct or carry out works, and to demolish or remove a building or works. This does not apply:

- If a schedule to this zone specifically states that a permit is not required;
- where the construction, carrying out, demolition or removal complies with an Existing Old Format Approval, as approved or varied with the consent of the responsible authority, including any conditions of that approval.

'Existing Old Format Approval' means a development plan that was approved by the responsible authority under Clause 415 of the former Melbourne Docklands Area Planning Provisions (September 2006), excluding any described in the following table.

Table 1

APPROVAL DESCRIPTION	DATE OF APPROVAL
Outline Development Plan, MAB Business Park Precinct	Approved by the Minister for Planning on 30 April 1999
Supplementary Outline Development Plan Business Park Precinct	As approved by the Minister for Planning on 22 November 1999
Amended MAB Docklands Outline Development Plan dated 3 June 2002	As approved by the Minister for Planning on 29 August 2002
Amended Lot 9 & 11 Outline Development Plan MAB East Precinct October 2003	As approved by the Minister for Planning on 8 April 2004
Waterfront City Outline Development Plan dated 15 September 2003	As approved by the Minister for Planning on 28 November 2003
Amended Victoria Harbour Outline Development Plan Sept 2006	As approved by the Minister for Planning on 6 February 2007
Outline Development Plan (Digital Harbour -- Commonwealth Technology Port Masterplan, 1 February 2002 Comtechport Precinct	As approved by the Minister for Planning on 20 August 2002
Outline Development Plan Village Docklands, May 2007 revised August 2007 Volume 1 and 2	As approved by the Minister for Planning on 1 November 2007
Mirvac Yarra's Edge Revised Outline Development Plan	As approved by the Minister for Planning on 26 October 2006

Any requirement in the schedule to this zone must be met.

Application requirements

An application to construct a building or construct or carry out works must be accompanied by the following information as appropriate:

- An urban design written statement which must include details of:
 - The urban design and landscaping of the site, in the context of its surrounding area.
 - Pedestrian, watercraft and vehicle (including motorcycle and bicycle) access locations.
 - The provision of infrastructure on the site, and how the development relates to the overall infrastructure network of the Melbourne Docklands area.
 - How the development provides for the conservation of and is compatible with buildings, areas or other places of scientific, aesthetic, architectural or historical importance where applicable.
 - Any proposed demolition.
- The location, height, dimensions, design and floor area of all buildings and works.
- Elevations detailing facade articulation and external materials, colours and finishes.
- Proposed uses within all buildings.
- Stages, if any, in which the land is to be developed.
- Proposed vehicle (including motorcycle and bicycle) access and parking arrangements.
- The location of public transport facilities relative to the proposal, access to them and where appropriate, proposed passenger facilities.
- Provision for vehicle loading areas, including the location of rubbish storage and removal facilities.
- The location, layout and planting schedule for all landscaped areas.
- Any other requirement in the schedule to this zone.

Exemption from notice and review

The schedule to this zone may specify that an application is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act.

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.
- Any guidelines in the schedule to this zone.

37.05-5 Car parking

05/06/2012
VC90

Any requirement in relation to car parking in the schedule to this zone must be met.

37.05-6 Advertising signs

Advertising sign requirements are at Clause 52.05. This zone is in Category 3 unless a different requirement is specified in the schedule to this zone.

37.05-7 Effect of approved development plans

07/04/2008
VC47

In respect of any land that has been developed pursuant to a development plan approved by the responsible authority prior to 7 April 2008 under Clause 415 of the former Melbourne Docklands Area Planning Provisions (September 2006), the use and development of the land must comply with the approved development plan, including any conditions which apply to the plan, except with the further consent of the responsible authority.

37.05-8 Environmental audits

07/04/2008
VC47

Before a sensitive use (residential use, child care centre, pre-school centre, primary school, education centre or informal outdoor recreation) commences or before the construction or carrying out of buildings and works in association with a sensitive use commences, the timing for which must be to the satisfaction of the responsible authority having regard to the Melbourne Docklands Environmental Management Plan as amended, either:

- A certificate of environmental audit must be issued for the land in accordance with Part IXD of the Environment Protection Act 1970, or
- An environmental auditor appointed under the Environment Protection Act 1970 must make a statement in accordance with Part IXD of that Act that the environmental conditions of the land are suitable for the sensitive use.

Notes: Refer to the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement, for strategies and policies which may affect the use and development of land.

Check whether an overlay also applies to the land.

Other requirements may also apply. These can be found at Particular Provisions.

02/06/2011
C167**SCHEDULE 6 TO THE DOCKLANDS ZONE**Shown on the planning scheme map as **DZ6****BUSINESS PARK PRECINCT****Purpose**

To provide for a range of commercial, residential, recreational, educational, technology and business and leisure uses within a mixed use environment.

To provide for a range of active and people orientated uses at the lower levels of buildings that are complementary of residential uses.

To acknowledge the retention of port related activities west of Bolte Bridge.

1.0

Table of uses02/06/2011
C167**Section 1 - Permit not required**

USE	CONDITION
Any use permitted under the Reference Areas Act 1978, the National Parks Act 1975, the Fisheries Act 1995, the Wildlife Act 1975 or the Forest Act 1958.	
Apiculture	Must meet the requirements of the Apiary Code of Practice, May 1997.
Cinema based entertainment facility	
Dwelling (other than a caretaker's house)	Must not be located on land fronting Docklands Drive, east of Waterfront City area.
Education centre	
Film studio	Must not have a frontage to the Victoria Dock promenade.
Home occupation	
Hotel	
Informal outdoor recreation	
Marine	Must be associated with and abut an approved water based marina and must not impede access to or use of the public promenade, along the waterfront.
Market	Must be located within Waterfront City.
Mineral exploration	
Mining	Must meet the requirements of 52.08-2.
Minor sports and recreation facility (other than Paint ball games facility)	Must not be located south of Docklands Drive.

USE	CONDITION
Office	
Place of assembly	
Research centre	
Research and development centre	
Residential hotel	
Restaurant	
Restricted retail premises	
Road	
Search for stone	Must not be costeaning or bulk sampling.
Service station	Must only be one within the Business Park Precinct. Must not be located within 100 metres of Dudley Street. Access to Footscray Road must be via a service road.
Shop (other than Adult sex bookshop, Department store, a Supermarket exceeding 2,500 sqm of GFA.	Must not be located within Docklands Studios area.
Take away food premises	
Tavern	Must only be three within the Business Park Precinct except where located within the Waterfront City area.
Pleasure park	Must not have a frontage to Victoria Dock promenade. Must meet the requirements of the Business Park Precinct Noise Management Regime 1998 and the Melbourne Docklands Lighting Regime for the Business Park Precinct 1999.
Telecommunications facility	Buildings and works must meet the requirements of Clause 52.19.
Tramway	
Warehouse (other than Commercial display area, Fuel depot)	Must not be located on a waterfront property.

Section 2 - Permit required

USE	CONDITION
Car park	
Caretakers house	
Industry (other than Panel beating)	
Any use not in Section 1 or 3	

Section 3 - Prohibited**USE**

Adult sex bookshop
Animal husbandry
Brothel
Fuel depot
Panel beating

2.0
 07/04/2008
 C92

Use of land**Exemption from notice and appeal**

An application for use is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act.

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The existing and future use and amenity of the land and the locality.
- The provision of physical infrastructure and community services sufficient to meet the needs of the proposed use.

3.0
 07/04/2008
 C92

Subdivision

A permit is required to subdivide land.

Exemption from notice and appeal

An application to subdivide land is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act.

4.0
 07/04/2008
 C92

Buildings and works**Permit requirement**

A permit is not required for the following:

- The construction, or modification, of a waste pipe, flue, vent, duct, exhaust fan, air conditioning plant, lift motor room, skylight, security camera, street heater or similar minor works provided they are to the satisfaction of the responsible authority.
- A modification to the shop front window or entranceway of a building to the satisfaction of the responsible authority having regard to the architectural character of the building.
- An addition or modification to a verandah, awning, sunblind or eanopy of a building to the satisfaction of the responsible authority.
- The painting, plastering and external finishing of a building or works to the satisfaction of the responsible authority.

- Changes to glazing of existing windows to not more than 15% reflectivity or to the satisfaction of the responsible authority.
- External works to provide disabled access that complies with all legislative requirements to the satisfaction of the responsible authority.

Exemption from notice and appeal

An application to construct a building or construct or carry out works or demolish or remove a building or works is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act.

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The siting and design quality of all buildings and works and their suitability for the use proposed in the context of the adjacent area.
- Provision of site landscaping in the context of adjacent areas.
- Effect on the visual amenity, landscape and streetscape of the area.
- Impact on the importance, character and appearance of any building, area or place of scientific, aesthetic, architectural, or historical importance.
- Where new buildings incorporate dwellings, the design should respect and anticipate the development potential of adjacent sites, to ensure that the future development of the adjacent sites does not cause a significant loss of amenity to the subject site.
- For residential development, ensure appropriate noise attenuation measures are adopted to limit internal and external noise to appropriate levels.
- The design and treatment of the public realm including the solar access to existing open spaces.
- The wind effects of the proposed development at ground level.

5.0

07/04/2008
C92

Referral of applications

An application to use land or to construct a building or carry out works must be referred in accordance with Section 55 of the Act to the referral authority specified in the schedule to Clause 66.04.

6.0

02/06/2011
C167

Advertising signs

A permit is required to erect an advertising sign, except for:

- Advertising signs exempted by Clause 52.05-4.
- An under-verandah business sign if:
 - It does not exceed 2.5 metres measured horizontally, 0.5 metres vertically and 0.3 metres between the faces of the sign;
 - It is located between 2.7 metres and 3.5 metres above ground level and perpendicular to the building façade;
 - It does not contain any animation or intermittent lighting; and
 - It meets the Docklands Signage Guidelines to the satisfaction of the responsible authority.
- A ground floor business sign cantilevered from a building if:
 - It does not exceed 0.84 metres measured horizontally, 0.61 metres vertically and 0.3 metres between the faces of the sign;

-
- It is located between 2.7 metres and 3.5 metres above ground level and perpendicular to the building facade;
 - It does not contain any animation or intermittent lighting; and
 - It meets the Docklands Signage Guidelines to the satisfaction of the responsible authority.
 - A window display.
 - A non-illuminated sign on a verandah fascia, provided no part of the sign protrudes above or below the fascia.
 - Renewal or replacement of an existing internally illuminated business identification sign.

Exemption from notice and appeal

An application to erect or construct or carry out works for an advertising sign, is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act.

43.02 DESIGN AND DEVELOPMENT OVERLAY

Shown on the planning scheme map as **DDO** with a number.

Purpose

To implement the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.

To identify areas which are affected by specific requirements relating to the design and built form of new development.

43.02-1 Design objectives

A schedule to this overlay must contain a statement of the design objectives to be achieved for the area affected by the schedule.

43.02-2 Buildings and works**Permit requirement**

A permit is required to:

- Construct a building or construct or carry out works. This does not apply:
 - If a schedule to this overlay specifically states that a permit is not required.
 - To the construction of an outdoor swimming pool associated with a dwelling unless a specific requirement for this matter is specified in a schedule to this overlay.
- Construct a fence if specified in a schedule to this overlay.

Buildings and works must be constructed in accordance with any requirements in a schedule to this overlay. A schedule may include requirements relating to:

- Building setbacks.
- Building height.
- Plot ratio.
- Landscaping.
- Any other requirements relating to the design or built form of new development.

A permit may be granted to construct a building or construct or carry out works which are not in accordance with any requirement in a schedule to this overlay, unless the schedule specifies otherwise.

Exemption from notice and review

A schedule to this overlay may specify that an application is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act.

43.02-3 Subdivision**Permit requirement**

A permit is required to subdivide land.

This does not apply if a schedule to this overlay specifically states that a permit is not required.

Subdivision must occur in accordance with any lot size or other requirement specified in a schedule to this overlay.

A permit may be granted to subdivide land which is not in accordance with any lot size or other requirement in a schedule to this overlay, unless the schedule specifies otherwise.

Exemption from notice and review

A schedule to this overlay may specify that an application is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act.

43.02-4 Advertising signs

Advertising sign controls are at Clause 52.05 unless otherwise specified in a schedule to this overlay.

43.02-5 Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.
- The design objectives of the relevant schedule to this overlay.
- The provisions of any relevant policies and urban design guidelines.
- Whether the bulk, location and appearance of any proposed buildings and works will be in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- Whether the design, form, layout, proportion and scale of any proposed buildings and works is compatible with the period, style, form, proportion, and scale of any identified heritage places surrounding the site.
- Whether any proposed landscaping or removal of vegetation will be in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- The layout and appearance of areas set aside for car parking, access and egress, loading and unloading and the location of any proposed off street car parking
- Whether subdivision will result in development which is not in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- Any other matters specified in a schedule to this overlay.

Notes: Refer to the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement, for strategies and policies which may affect the use and development of land.

Check the requirements of the zone which applies to the land.

Other requirements may also apply. These can be found at Particular Provisions.

10/06/2010
C122**SCHEDULE 12 TO THE DESIGN AND DEVELOPMENT OVERLAY**Shown on the planning scheme map as **DDO12****NOISE ATTENUATION AREA****1.0 Design objectives**

- To ensure that new or refurbished developments for new residential and other noise sensitive uses constructed in the vicinity of the Docklands Major Sports and Recreation Facility include appropriate acoustic measures to attenuate noise levels, in particular music noise, audible within the building.
- To ensure that land use and development in the vicinity of the Docklands Major Sports and Recreation Facility is compatible with the operation of a Major Sports and Recreation Facility.

2.0 Requirements

Any new or refurbished development or any conversion of part or all of an existing building that will accommodate new residential or other noise-sensitive uses must:

- Be designed and constructed to include noise attenuation measures. These measures must achieve a maximum noise level of 45 dB in habitable rooms with windows closed when music is emitted from the Major Sports and Recreation Facility in the Melbourne Docklands Area.
- Be fitted with ducted air conditioning if the new or refurbished development is within 400 metres of the centre point of the Docklands Major Sports and Recreation Facility.
- Have external glazing and doors and the air conditioning or ventilation system in all new residential and other noise-sensitive use and development designed by a recognised acoustic consultant.

For the purpose of this requirement, noise-sensitive uses are those that have an element of residential accommodation and are nested under the definition of accommodation in the planning scheme.

3.0 Exemption from notice and appeal10/06/2010
C122

An application to construct a building or construct or carry out works is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act.

4.0 No permit required10/06/2010
C122

A permit is not required for buildings and works other than buildings and works associated with new, refurbished or converted developments for noise sensitive uses.

5.0 Subdivision10/06/2010
C122

A permit is not required to subdivide land.

17/01/2013
C169**SCHEDULE 54 TO THE DESIGN AND DEVELOPMENT OVERLAY**Shown on the planning scheme map as **DDO54****BUSINESS PARK PRECINCT**1.0
07/04/2008
C92**Design objectives**

- To provide for a complementary mix of medium and high rise development within the Precinct.
- To provide continuous public access along the waterfront area adjoining Moonee Ponds Creek and Victoria Harbour.
- To facilitate innovative buildings and structures relating to the Waterfront City precinct for entertainment purposes.
- To ensure the conservation of the general form of Victoria Harbour.

2.0
17/01/2013
C169**Buildings and works**

2.1

Permit Requirement

A permit is not required to construct a building or construct or carry out works in accordance with an Existing Old Format Approval. In this schedule, "Existing Old Format Approval" has the meaning given to it in Clause 37.05-4.

~~A permit is not required to construct a building or construct or carry out works if the requirements of Table 1 and Table 2 to this schedule are met.~~

An application must be accompanied by a site analysis and urban context report which demonstrates how the proposed buildings and works achieves each of the Design Objectives of this schedule, and any local planning policy requirements.

Building height is the vertical distance between the footpath or natural surface level at the centre of the site frontage and the highest point of the building, with the exception of architectural features and building services.

2.2

Exemption from notice and review17/01/2013
C169

An application to construct a building or construct or carry out works is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

Table 1 to Schedule 54

AREA	MAXIMUM BUILDING HEIGHT
DDO 54 Area 1	45 metres except for: Buildings or structures forming part of a theme park which may extend to 60 metres. Buildings or structures located within the Waterfront City Precinct that are used for or associated with entertainment purposes that will be a significant attraction for visitors and/or tourists, where no height limit will apply.
DDO 54 Area 2	75 metres

AREA	MAXIMUM BUILDING HEIGHT
DDO 54 Area 3	50 metres except for one tower of 130 metres in New Quay Central Precinct and buildings or structures located within the Waterfront City Precinct that are used for or associated with entertainment purposes that will be a significant attraction for visitors and/or tourists, where no height limit will apply.
DDO 54 Area 4	50 metres except for buildings or structures located within the Waterfront City Precinct that are used for or associated with entertainment purposes that will be a significant attraction for visitors and/or tourists, where no height limit will apply.
DDO 54 Area 5	60 metres except for one 65 metre building in New Quay Central Precinct and buildings or structures located within the Waterfront City Precinct that are used for or associated with entertainment purposes that will be a significant attraction for visitors and/or tourists, where no height limit will apply.

Table 2 to Schedule 54

AREA	MINIMUM WIDTHS OF WATERFRONT PROMENADES
DDO 54 Area 3	15 metre wide waterfront promenade.

3.0

07/04/2008
C92

Decision guidelines

Before deciding on an application the responsible authority must consider:

- The orientation and design of a development and whether it will cause significant overshadowing individually or as part of a cumulative effect on the public realm.
- The need to ensure appropriate separation of buildings, particularly tower elements, to provide spacing of building bulk and to avoid the creation of a wall effect.
- Buildings exceeding 40 metres in height must provide an appropriate built form relationship to the street.
- The need to preserve significant vistas.
- The nature of wind effects caused by any new building, and design measures to address these.
- The impact and relationship of any proposed structure on the significance of existing heritage places located within the Precinct.

4.0

07/04/2008
C92

Subdivision

A permit is not required to subdivide land.

45.09 PARKING OVERLAY05/06/2012
VC90

Shown on the planning scheme map as PO with a number.

Purpose

To implement the State Planning Policy Framework and Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.

To facilitate an appropriate provision of car parking spaces in an area.

To identify areas and uses where local car parking rates apply.

To identify areas where financial contributions are to be made for the provision of shared car parking.

45.09-1 Operation05/06/2012
VC90

A schedule must specify:

- The parking objectives to be achieved.
- Specify the area to which the overlay applies.

A schedule may specify:

- Set alternative rates for car parking requirements.
- ~~Maximum and minimum car parking rates and measures.~~
- Any financial payments to be made as a way of meeting the car parking requirements.
- Any design requirements to be met.
- Any additional decision guidelines.
- That the Column B rates of Table 1 to Clause 52.06-5 apply.
- That a permit is required to provide car parking that varies from a rate specified in the Table 1 to Clause 52.06-5.
- Other requirements for the provision, design and management of car parking.

45.09-2 Permit requirement05/06/2012
VC90

Unless a schedule to this overlay specifies otherwise, a permit may be granted to:

- Reduce the requirement to provide the car parking spaces required,
- Provide more than the maximum number of car parking spaces specified,
- Allow some or all of the required number of car parking spaces to be provided on another site.

Unless a schedule to this overlay specifies otherwise, a permit is not required:

- If the required number of car parking spaces for a new use under a schedule to this overlay is less than or equal to the required number of car parking spaces for the existing use and the existing number of car parking spaces is or has not been reduced.

45.09-3 Exemption from notice and review05/06/2012
VC90

An application for the provision or reduction of a car parking requirement under this overlay is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act.

45.09-4 Provision of car parking spaces05/06/2012
VC90

Prior to:

- A new use commencing or
- a new building being occupied or
- the floor or site area of an existing use increased or
- the number of patrons, number of seats or number of practitioners of an existing use being increased or
- if a schedule to this overlay permits a financial payment to be made as a way of meeting the car parking requirement,

The car parking spaces required under a schedule to this overlay must be provided on the land or as approved under Clause 45.09-2 to the satisfaction of the responsible authority, or

A financial contribution must be made in accordance with Clause 45.09-7.

45.09-5 The number of car parking spaces required05/06/2012
VC90

A schedule to this overlay may set out the number of car parking spaces required for a use.

If a car parking space requirement for a use is not specified in a schedule to this overlay, the car parking requirement specified in Column A to Table 1 at Clause 52.06 applies.

45.09-6 Reducing the requirement for car parking05/05/2012
VC90

A schedule to this overlay may specify whether a permit can be granted to reduce the requirement for car parking spaces.

Before deciding on an application to reduce the requirement for car parking spaces as specified in a schedule to the overlay, a responsible authority must consider, in addition to the decision guidelines at Clause 52.06-6, any decision guidelines specified in a schedule to this overlay.

45.09-7 Financial contribution requirement05/06/2012
VC90

A schedule to this overlay may allow a responsible authority to collect a financial contribution in accordance with the schedule as a way of meeting the car parking requirements that apply the planning scheme.

A schedule must specify:

- The area to which the provisions allowing the collection of financial contributions applies.
- The amount of the contribution that may be collected in lieu of each car parking space that is not provided on the land including any indexation of that amount.
- When any contribution must be paid.
- The purposes for which the responsible authority must use the funds collected under the schedule. Such purposes must be consistent with the objectives in section 4 of the Planning and Environment Act 1987.

45.09-8 Application requirements05/06/2012
VC90

Before a new use commences or any buildings or works associated with that use or an existing use is constructed, plans must be prepared to the satisfaction of the responsible authority.

The plans must show:

- All required car parking spaces.
- Access lanes, driveways and associated works.
- Allocation of car parking spaces to different uses or tenancies, if applicable.
- Landscaping and water sensitive urban design treatments.
- Finished levels, if required by the responsible authority.

This information may be included in other plans submitted with an application.

45.09-9 Decision guidelines05/06/2012
VC90

Before deciding on an application, the responsible authority must consider the decision guidelines included in Clause 52.06-9 and any other decision guidelines specified in a schedule to this overlay.

SCHEDULE 10 TO THE PARKING OVERLAY19/04/2013
VC95Shown on the planning scheme map as **PO10**.**DOCKLANDS – BUSINESS PARK****1.0 Parking objectives to be achieved**19/04/2013
VC95

To identify appropriate car parking rates for various uses within the Business Park precinct of Docklands.

2.0 Permit requirement19/04/2013
VC95

A permit is required for a public car park facility.

A permit is required to provide car parking spaces in excess of the maximum number specified in the Table below.

3.0 Number of car parking spaces required19/04/2013
VC95

If a use is specified in the Table below, the maximum number of car parking spaces that can be provided for the use is calculated by multiplying the *Rate* specified for the use by the accompanying *Measure*.

Car parking rates in the Table below are based on a maximum rather than minimum provision of car parking spaces for each land use category.

Table: Maximum car parking spaces

Use	Rate	Measure
Dwelling	1.5	To each dwelling
Film Studio	3.5	To each 100 sq m of gross floor area
Office	3	To each 100 sq m of gross floor area
Place of Assembly	2	To each 100 sq m of gross floor area
Residential Hotel	0.4	To each room
Retail Premises	4	To each 100 sq m of gross floor area
Industry	1	To each 150 sq m of gross floor area
Any other use	1	To each 100 sq m of gross floor area

4.0 Design standards for car parking19/04/2013
VC95

Car parking spaces should not be visible from any street frontage or the waterfront. This does not apply to a ground level car space for the use of a dwelling and which adjoins or forms part of that dwelling in accordance with a planning permit to the satisfaction of the responsible authority.

The dimensions of car spaces and access to such car spaces, should be consistent with the provisions of AS 2890.1- 1993.

Parking structures should be carefully designed with articulated facades containing active edges to principal streets and public spaces.

Vehicular access to parking and service areas should be designed to minimise disruption to pedestrian movements and minimise their visual impact on architectural and streetscape qualities.

Open lot car parks are discouraged on all principle frontages.

5.0

19/04/2013
VC95

Decision guidelines for permit applications

Before deciding on an application to use or develop land for car parking, the responsible authority must consider, as appropriate:

- Any effect on vehicle and pedestrian traffic in the area, including in the context of any future changes in car parking and traffic conditions.
- The safety and convenience of pedestrians moving to and from and within the car parking facility, including lighting levels, surveillance systems, signage and visibility.
- Whether the development includes bicycle and motor cycle parking.
- The particular use proposed with regard to the likely car parking demands generated.
- The proposed locations and capacities of car parking areas, both within and close to the site in meeting likely car parking demands.
- The likely contribution of public transport in mitigating car parking demands.
- The points of ingress and egress for vehicular traffic.
- The management of car parking and management arrangements for events.
- The proposed landscaping and screening of car parking facilities and areas.
- The extent to which the proposed access point would conflict with any proposal to limit or prohibit traffic in certain roads.
- The provisions for parking and loading of vehicles and access of parking spaces and loading bays on land and water.

43.04 DEVELOPMENT PLAN OVERLAY15.07/2013
VC100

Shown on the planning scheme map as **DPO** with a number.

Purpose

To implement the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.

To identify areas which require the form and conditions of future use and development to be shown on a development plan before a permit can be granted to use or develop the land.

To exempt an application from notice and review if it is generally in accordance with a development plan.

43.04-1 Requirement before a permit is granted

A permit must not be granted to use or subdivide land, construct a building or construct or carry out works until a development plan has been prepared to the satisfaction of the responsible authority.

This does not apply if a schedule to this overlay specifically states that a permit may be granted before a development plan has been prepared to the satisfaction of the responsible authority.

A permit granted must:

- Be generally in accordance with the development plan.
- Include any conditions or requirements specified in a schedule to this overlay.

43.04-2 Exemption from notice and review

An application under any provision to this scheme which is generally in accordance with the development plan is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act.

43.04-3 Preparation of the development plan15.07/2013
VC100

The development plan may consist of plans or other documents and may, with the agreement of the responsible authority, be prepared and implemented in stages.

A development plan that provides for residential subdivision in the Neighbourhood Residential Zone, General Residential Zone, Residential Growth Zone, Residential 1 Zone, Residential 2 Zone, Residential 3 Zone, Mixed Use Zone, Township Zone, Comprehensive Development Zone and Priority Development Zone must meet the requirements of Clause 56 as specified in the zone

The development plan must describe:

- The land to which the plan applies.
- The proposed use and development of each part of the land.
- Any other requirements specified for the plan in a schedule to this overlay.

The development plan may be amended to the satisfaction of the responsible authority.

Notes: Refer to the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement, for strategies and policies which may affect the use and development of land.

Check the requirements of the zone which applies to the land.

Other requirements may also apply. These can be found at Particular Provisions.

17/01/2013
C169**SCHEDULE 7 TO THE DEVELOPMENT PLAN OVERLAY**Shown on the planning scheme map as **DPO7****BUSINESS PARK PRECINCT****Site Description**

The site is described as land bounded by the Footscray Road (Docklands Way) to the east, Victoria Harbour water body to the south and the Bolte Bridge to the west.

1.0 Requirements before a permit is granted07/04/2008
C92

A permit may be granted to use or subdivide land, construct a building or construct or carry out works before a development plan has been prepared to the satisfaction of the responsible authority.

A permit may be granted for demolition before a development plan has been prepared, provided that interim treatments are to the satisfaction of the Responsible Authority.

2.0 Requirements for Development Plan07/04/2008
C92

The development plan must include, to the satisfaction of the responsible authority:

- An urban design statement which indicates a design philosophy and framework for development across the site.
- Existing conditions plan, showing heritage places, extent of proposed demolition, topography (including levels), and infrastructure provision.
- Concept plans which show:
 - A precinct plan for the site, showing building locations, car parking areas, access ways and open spaces.
 - Maximum building heights, floor areas and indicative uses at each building location.
 - Conceptual elevations indicating the architectural theme, including preferred materials, colours and finishes.
 - Cross sections, indicating level changes across the site (including marina and water levels).
 - Orientation and overshadowing.
 - Three-dimensional views from the Victoria Harbour of the proposed development.
- A movement and parking plan which shows:
 - Identification of roads, pedestrian, cyclist and vehicular access locations, including parking areas and nominal loading bays.
 - Location and linkages to public transport, including provision of passenger facilities.
- A landscaping plan which shows:
 - Treatment and layout of the public realm, including the waterfront promenade and details of marinas and wharf edges.
 - The location, layout and a typical planting schedule for all landscaped areas.
- A staging plan which indicates the stages and interim treatments, if any, in which the land is to be developed.

3.0 Decision Guidelines

17/01/2013
C169

In assessing a Development Plan or an amendment to a Development Plan, the responsible authority should consider the:

- Purposes of the zone, overlays and any other relevant provisions of the planning scheme.
- Views of City of Melbourne.
- Views of Places Victoria.
- Views of the precinct from the Victoria Harbour water body.
- Pedestrian and vehicle movement network, both internal and external to the site.
- Impact of overshadowing on the waterfront promenade and Victoria Harbour water body.
- Impact of the proposed development on heritage places.
- Treatment of the public realm.

4.0 Outline Development Plan

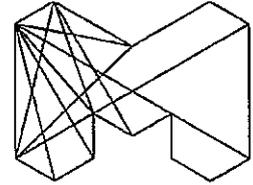
17/01/2013
C169

The Outline Development Plan/s described in the following table, as amended from time to time by the Responsible Authority, are approved Development Plans under this Clause to extent that they apply to the Business Park Precinct:

Outline Development Plan Description	Date Of Approval
"Outline Development Plan, MAB Business Park Precinct"	As approved by the Minister for Planning on 30 April 1999
"Supplementary Outline Development Plan" Business Park Precinct	As approved by the Minister for Planning on 22 November 1999
"Amended MAB Docklands Outline Development Plan" dated 3 June 2002	As approved by the Minister for Planning on 29 August 2002
"Amended Lot 9 & 11 Outline Development Plan MAB East Precinct October 2003"	As approved by the Minister for Planning on 8 April 2004
"Waterfront City Outline Development Plan" dated 15 September 2003	As approved by the Minister for Planning on 28 November 2003
"Amended MAB New Quay West Development Plan September 2007 Melbourne Docklands Business Park Precinct"	As approved by the Minister for Planning on 16 May 2008
"NewQuay Central, Docklands, Development Plan", 2011	As approved by the Minister for Planning on 28 June 2012

Property Information

Building Act 1993, Building Regulations 2006, Regulation 326.



CITY OF MELBOURNE

23 January 2014

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

443-451 Docklands Drive, DOCKLANDS VIC 3008

Thank you for your building property application received 22 Jan 2014, I wish to advise that the above mentioned property is in an area which:

- Is not in an area designated bushfire prone under Regulation 810.
- ~~is not an area determined under Regulation 805 to be likely to be subject to significant snow falls.~~
- is not 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.

DOCKLANDS - Flood and Termites

Please be advised that according to the information held by the City of Melbourne:

- In accordance with Regulation 802, the property is in an area which is liable to flooding. The specified flood level is 1.6 AHD and floor levels must be located a minimum of 600 mm above this level.
- In accordance with Regulation 803, the property is in an area in which buildings are likely to be subject to infestation by termites.
- The State Government has designated the whole of the State, including the City of Melbourne, as being bushfire prone under Regulation 114.
- In accordance with Regulation 805, the property is in an area which is not likely to be subject to significant snow falls.
- In accordance with Regulation 806, some areas may be subject to uncontrolled overland drainage until works are completed to mitigate this occurrence.

Please contact me if you have any queries or require further information.

Yours faithfully

Tamara MOORE
Business Support Officer

Telephone 9658 9658
Facsimile 9650 5310
Email buildingpermitinformation@melbourne.vic.gov.au

Your Ref 18907524:34723343
Our Ref 36964

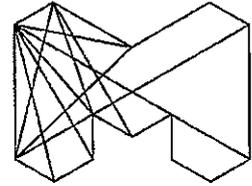
Notes:

1. This Branch is only required to forward information in respect of an application for a Property Enquiry as set out in Regulation 327 of the Building Regulations 2005.
2. **Swimming pool and spa safety barriers**
Properties with swimming pools and/or spas must have suitable barriers to prevent young children from drowning.
For further information please contact Council's Building Control Branch on 9658 9100.
3. **Self contained smoke alarms**
Certain residential buildings must have smoke alarms to protect the occupants in the event of a fire.
For further information please contact Council's Building Control Branch on 9658 9100.

Please note that Council will be able to expedite any future requests if a legible copy of the relevant Certificate of Title is included. The subject property should be clearly identified on the Certificate.

Property Information

Building Act 1993, Building Regulations 2006, Regulation 326.



CITY OF MELBOURNE

23 January 2014

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

443-451 Docklands Drive, DOCKLANDS VIC 3008

Thank you for your building property application received 22 Jan 2014. Please find below the relevant information relating to your property enquiry.

Building Permits issued within the last 10 years

There are no Building Permits issued within the last 10 years.

Outstanding Building Notices or Orders

There are no outstanding Building Notices or Orders on this property.

Should the property be the subject of any subdivision application, then Council's requirements for approval of such may not have been met if the plan has not been registered at Land Registration Services (Titles Office).

Please contact me if you have any queries or require further information.

Yours faithfully

Tamara MOORE
Business Support Officer

Telephone 9658 9658
Facsimile 9650 5310
Email buildingpermitinformation@melbourne.vic.gov.au

Your Ref 18907524:34723341
Our Ref 38963

Notes:

1. This Branch is only required to forward information in respect of an application for a Property Enquiry as set out in Regulation 327 of the Building Regulations 2005.
2. **Swimming pool and spa safety barriers**
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CERTIFICATE No: 18907524 DATE: 22/01/2014

ROADS CERTIFICATE

Client: Thomsons Lawyers
525 Collins Street

Melbourne 3000

Matter Ref: 3558087
Vendor: METEORITE LAND (PEARL
RIVER) PTY LTD
Purchaser:

Subject Property: 6 PEARL RIVER ROAD DOCKLANDS VIC 3008

Title Particulars: Vol 11410 Fol 590

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.

EPA Priority Sites Register Extract



Client: Thomsons Lawyers
525 Collins Street
Melbourne 3000

Client Ref: 3558087
Certificate No: 18907524:34723344

Property Inquiry Details:

Street Address: 6 pearl river Road
Suburb: DOCKLANDS
Map Reference: Melways Edition 39, Map No:43, Grid Letter: B, Grid Number: 8

Date of Search: 22/01/2014

Priority Sites Register Report:

A search of the Priority Sites Register for the above map reference, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the date last notified by the EPA.

Important Information about the Priority Sites Register:

You should be aware that the Priority Sites Register lists only those sites for which EPA has requirements for active management of land and groundwater contamination. Appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A; or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites that are known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA information bulletin: Priority Sites Register (EPA Publication 735, December 2000). For a copy of this publication, copies of relevant Notices, 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.

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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.



Minister for Planning

RECEIVED
29 JAN 2013

BY:

1 Spring Street
Melbourne Victoria 3000
GPO Box 2392
Melbourne Victoria 3001
Telephone: (03) 9938 5990
Facsimile: (03) 9938 5949
DX210292

Our Ref: BMIN017200
File: 12/006120 - 2

Piazzanova West Pty Ltd
C/- Ms Lisa Stubbs
Contour Consultants Aust Pty Ltd
PO Box 1040
CARLTON VIC 3053

Dear Ms Stubbs

MELBOURNE PLANNING SCHEME PERMIT No. 2012/006120
Location: 443 - 451 DOCKLANDS DRIVE, DOCKLANDS
Proposal: CONSTRUCTION OF A 16 LEVEL AND 43 LEVEL RESIDENTIAL BUILDING

I refer to the above application which was lodged with the Department of Planning and Community Development (DPCD) on 13 July 2012.

Following consideration of all relevant issues, including submissions to the proposal, I have decided to grant a permit for the proposed development. Please find enclosed the Permit issued under Section 64 of the *Planning and Environment Act 1987*.

If you have any further queries in relation to this matter, please contact Adrian Salmon, Assistant Director, Statutory Approvals, Department of Planning and Community Development on telephone 03 9098 8954.

Yours sincerely,

MATTHEW GUY MLC
Minister for Planning

23/1/13

Enc

Privacy Statement
Any personal information about you or a third party in your correspondence will be protected under the provisions of the Information Privacy Act 2000. It will only be used or disclosed to appropriate Ministers, Statutory Authority, or Departmental staff in regard to the purpose for which it was provided, unless required or authorised by law. Enquiries about access to information about you held by the Department should be directed to the Manager Privacy, Department of Planning and Community Development, GPO Box 2392, Melbourne, VIC 3000.



PLANNING PERMIT

Permit No.: 2012/006120

Planning Scheme: Melbourne

Responsible Authority: Minister for Planning

ADDRESS OF THE LAND:

443-451 Docklands Drive, Docklands

THE PERMIT ALLOWS:

Buildings and works for the construction of two multi-storey residential buildings

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT

1. Prior to the commencement of the development, excluding demolition, bulk excavation, site preparation, soil removal, site remediation, retention works, footings, ground beams, ground slab and associated development, amended plans to the satisfaction of the Responsible Authority must be submitted to and be approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must generally be in accordance with the plans submitted with the application (prepared by dKO Architecture, 6 June 2012) but modified to show the following:
 - a) Ground Floor Elevations at a scale of 1:100 which demonstrate an appropriate level of depth, articulation, variety of form and finishes creating interest and human scale to the street as generally described within the planning submission.
 - b) Canopy detail at a scale of 1:50 to ensure an appropriate level of weather protection and pedestrian comfort. Including the height of the canopy above the entry doors to building B reduced to bring a pedestrian scale to the building B interface with Pearl River Road.
 - c) A continuous footpath treatment for loading and car park access driveways.
 - d) Increased windows introduced to the ground and first floors of the laneway facades of the townhouses, the car park and building B.
 - e) The glazing type for the proposed canopy to be noted on the plans.
 - f) Provision of a pedestrian sight triangle, which is at least 50% clear of visual obstructions, extending at least 2.0m along the frontage road from the edge of the exit lane and 2.5m along the exit lane from the frontage to accord with the Planning Scheme.
 - g) Provision of a 4.0m inner turn radius adjacent to the entry ramp on the ground floor level, and/or provision of a swept path assessment which demonstrates that two vehicles can simultaneously pass each other on entry/exit to/from the site at ground level.
 - h) Internal ramps widened to 5.5m width (6.1m between walls) to allow for two-way traffic flow in accordance with AS/NZS2890.1:2004.
 - i) Service doors on the ground floor level modified so that they do not open into the vehicle circulation aisle.
 - j) Provision of double doors for the two exits from the corridor that adjoin the refuse room on Level 3.
 - k) The refuse lift near building A to open on level 3.
 - l) All proposed visitor bicycle hoops located within the road reserve to be relocated on site.
 - m) The canopy along the Pearl River Road frontage to be setback a minimum 750mm from the face of the kerb.
 - n) Recommendations of the Wind Assessment Report prepared by MEL Consultants dated June 2011 (Report 64/11), excluding doors across the pedestrian walkway entrance
 - o) Recommendations of the Traffic and Parking Plan prepared by Chris Maragos & Associates dated 31 May 2012.
 - p) Recommendations of the Acoustic Report prepared by Acoustic Logic dated 22 May 2012.
 - q) Recommendation of the Waste Management Plan prepared by Leigh Design dated 28 May 2012.

Layout Not Altered

2. The development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

Staging Plan

3. Prior to the commencement of development, excluding demolition, bulk excavation, site preparation, soil removal, site remediation, retention works, footings, ground beams, ground slab and associated development, a staging plan must be submitted to and be approved by the responsible authority. This staging plan must include, but is not limited to, plans and information detailing any public realm works, proposed temporary treatment of blank facades and use of vacant land. The development must proceed in the order of stages as shown on the endorsed plan(s), unless otherwise agreed in writing by the responsible authority.

Public Art Strategy

4. Prior to the commencement of the development, unless otherwise agreed with the Responsible Authority, excluding demolition, bulk excavation, site preparation, soil removal, site remediation, retention works, piling, footings, ground beams and ground slab, a Public Art Strategy is to be prepared by a qualified person outlining the design, location and funding arrangement of public art within the subject site to the satisfaction of Places Victoria in consultation with the City of Melbourne. This strategy should ensure the pedestrian laneway is an enlivened and attractive public space.

Facade Details

5. Prior to the commencement of the development hereby approved further details of the finish of the west-facing wall adjacent to building B's entry must be submitted to the satisfaction of the Responsible Authority
6. Prior to the commencement of the development, a facade strategy must be submitted to the Responsible Authority for consideration. The facade strategy for the podium and towers must be generally in accordance with plans prepared by 'dKO Architects' submitted with the application. The strategy must illustrate the legibility of the proposal from short and distant views, including the extent of facade pattern and level of colours. This can be provided through montages from various vantage points and/or a built model. The facade strategy must be submitted to and be to the satisfaction of the Responsible Authority and when approved will form part of the endorsed plans.

Section 173 Agreement

7. Prior to commencement of construction or carrying out of works, the owner of the property must enter into a legal agreement under Section 173 of the Planning and Environment Act 1987 and pay a lump sum license premium (payable at the outset rather than an annual fee), concerning liability and maintenance of those parts of the development projecting into airspace or sub-soil of land under the care and management of Council and disclaiming any right or intention to make or cause to be made at any time any claim or application relating to adverse possession of the land. The owner of the property to be developed must pay all of Council's reasonable legal costs and expenses of this agreement, including preparation, execution and registration on title.
8. Prior to the commencement of the use, the owner of the land must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987. The agreement must provide the following;
 1. The east-west pedestrian connecting link from Pearl River Road through to the Piazza, as owned by the developer, to remain open and accessible to the public 24 hours a day 7 days a week.
9. The owner of the land to be developed must pay all of Council's reasonable legal costs and expenses of this agreement, including preparation, execution and registration on title.

Construction Management Plan

10. Prior to the commencement of the development of any stage hereby permitted, including demolition, a detailed Construction Management Plan (CMP) must be submitted to and approved by the Responsible Authority in consultation with the City of Melbourne. This construction management plan is to be prepared in accordance with the City of Melbourne- Construction Management Plan Guidelines and is to consider the following:
 - a) public safety, amenity and site security;
 - b) operating hours, noise and vibration controls;
 - c) air and dust management;
 - d) stormwater and sediment control;
 - e) waste and material reuse; and
 - f) traffic management.
11. The recommendations of the report must be implemented at no cost to the Responsible Authority or the City of Melbourne. All development must be carried out in accordance with the approved Construction Management Plan.

Materials and Finishes

12. Prior to the commencement of development, unless otherwise agreed with the Responsible Authority, excluding demolition, bulk excavation, site preparation, soil removal, site remediation, retention works, piling, footings, ground beams and ground slab, a schedule and sample board including a colour rendered and notated plan /elevation that illustrates the location and details of all external materials and finishes must be submitted to and be to the satisfaction of the Responsible Authority in consultation with Places Victoria, and when approved will form part of the endorsed plans. All finishes and surfaces of all external buildings and works, including materials and colours must be in conformity with the approved schedule to the satisfaction of the Responsible Authority, in consultation with Places Victoria.
13. Except with the consent of the Responsible Authority, all external glazing must be of a type that does not reflect more than 20% of visible light when measured at an angle of incidence normal to the glass surface.

Environmentally Sustainable Design (ESD)

14. Prior to the commencement of the development, unless otherwise agreed with the Responsible Authority, excluding demolition, bulk excavation, site preparation, soil removal, site remediation, retention works, piling, footings, ground beams and ground slab, a report from a recognised ESD consultant demonstrating how the development achieves a minimum 6 star average NatHERS rating and the ESD Award of Excellence rating in accordance with the Melbourne Docklands ESD Guide or as otherwise agreed with Places Victoria, must be submitted to and be to the satisfaction of the Responsible Authority in consultation with Places Victoria.

Noise Attenuation

15. Prior to the occupation of the dwellings, a report from a qualified acoustic engineer, must be submitted to the satisfaction of the Responsible Authority certifying that the development will achieve a maximum noise level of 45dB(A) in habitable rooms with windows closed.

Landscaping- Street Trees

16. Prior to commencement of development, unless otherwise agreed with the Responsible Authority, excluding bulk excavation, site preparation, soil removal, site remediation, retention works, piling, footings, ground beams and ground slab, a Landscape and Public Realm Plan must be submitted to and be approved by the Responsible Authority in consultation with Places Victoria and the City of Melbourne. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three hard and soft copies must be provided. The plans must generally be in accordance with the plans dated 29 May 2012 submitted with the application but modified to show:
 - a) Planting design and species selection including locations and sufficient structural capacity to support successful growth.
 - b) WSUD techniques and supporting rationale showing how the development contributes to the Docklands ESD Strategy.
 - c) Street furniture in accordance with the 'Melbourne Docklands Urban Design and Street Furniture Manual'.
 - d) Paving to be bluestone for Docklands Drive and internal laneway spaces, as determined by the City of Melbourne.

- e) Details of any Wind mitigation devices as outlined in the Wind Assessment Report prepared by MEL Consultants dated June 2011 (Report G4/11).
 - f) Wayfinding signage to assist in identifying public facilities and connections through the site.
 - g) Public lighting (which must be metered and installed in accordance with the relevant Australian Standards).
17. The landscape features in all publically accessible areas must be designed to the satisfaction of the City of Melbourne.

Waste Management

18. Prior to the commencement of development, a Waste Management Plan (WMP) must be prepared and submitted to the City of Melbourne - Engineering Services. The WMP must detail waste storage and collection arrangements and comply with the City of Melbourne Guidelines for Preparing a Waste Management Plan 2012. Waste storage and collection arrangements must not be altered without prior consent of the City of Melbourne - Engineering Services.
19. No garbage bin or surplus materials generated by the permitted use may be deposited or stored outside the site and bins must be returned to the garbage storage areas as soon as practicable after garbage collection.

Building appurtenances

20. All projections over the street alignment must conform to the Building Regulations 2006, Part 5, Sections 505 to 514 as appropriate. Reference should be made to the City of Melbourne's Road Encroachment Guidelines with respect to projections impacting on street trees and clearances from face/back of kerb.
21. All roof top building plant and equipment including service pipes, must be concealed to the satisfaction of the Responsible Authority. The construction of any additional plant machinery and equipment, including but not limited to all air-conditioning equipment, ducts, flues, all exhausts including car parking and communications equipment shall be to the satisfaction of the Responsible Authority.
22. Any satellite dishes, antennas or similar structures associated with the development must be designed and located at a single point on each building in the development to the satisfaction of the Responsible Authority, unless otherwise approved to the satisfaction of the Responsible Authority.

Municipal requirements

23. All new portions of the public realm (including the provision of public lighting, pavement marking and signage) must be constructed in accordance with plans and specifications first approved by the City of Melbourne — Manager Engineering Services Branch.
24. All projections over the street alignment must be drained to a legal point of discharge in accordance with plans and specifications first approved by the City of Melbourne — Manager Engineering Services Branch.
25. The owner of the subject land must construct a drainage system, incorporating water sensitive urban design, within the development and make provision to connect this system to the City of Melbourne's stormwater drainage system in accordance with plans and specifications first approved by City of Melbourne's Manager, Engineering Services.
26. The footpaths in Docklands Drive must be upgraded and reconstructed in sawn bluestone together with associated works, including the renewal and/or relocation of kerb and channel and the relocation of all services pits and covers as necessary, at the cost of the owner/developer in accordance with plans and specifications first approved by the City of Melbourne — Manager Engineering Services Branch.
27. The concrete kerb and channel in Pearl River Road which is adjacent to the subject land must be replaced with bluestone kerb and channel in accordance with plans and specifications first approved by the City of Melbourne — Manager Engineering Services Branch.
28. All necessary vehicle crossings adjacent to the subject land must be constructed and all unnecessary vehicle crossings demolished in accordance with plans and specifications first approved by the City of Melbourne — Manager Engineering Services Branch.

29. Existing street levels in Docklands Drive and Pearl River Road must not be altered for the purpose of constructing new vehicle crossings or pedestrian entrances without first obtaining approval from the City of Melbourne — Manager Engineering Services Branch.
30. All signage and tree planting in publically accessible areas must first be approved by the City of Melbourne — Urban Design.
31. All pedestrian ramps must be designed and constructed in accordance with AS 1428:2009 Design for access and mobility and should be fitted with ground surface tactile indicators TGSi's. The design of TGSi's must be approved by the City of Melbourne - Manager Engineering Services Branch prior to installation.
32. Any requirement to temporarily relocate and/or remove street furniture must first be approved by the City of Melbourne.
33. Any street furniture temporarily relocated and/or removed must be reinstated to the satisfaction of the City of Melbourne.

Car Parking, Traffic and Access, Loading Bays & Bicycle Facilities

34. The internal design of the car park and loading docks, the positioning of boom gates, card readers, control equipment, including car park control points must be generally in accordance with the Australian and New Zealand Standard 2890.1-2004 to the satisfaction of the Responsible Authority.
35. The areas for the parking of vehicles must be clearly indicated on the floor and the boundaries of all car parking spaces and access lanes and the direction in which vehicles should proceed along the access lanes must be in conformity with the endorsed plans. The car parking spaces must not be used for any other purpose and all access aisles must be kept clear. Priority should be given to pedestrians on the street over vehicles entering/ exiting the building via the ramp.
36. The areas set aside for the parking of vehicles within the site must not be operated as a public car parking facility.
37. All mechanical exhaust systems to the car park hereby approved must be sound attenuated to prevent noise nuisance to the occupants of the surrounding properties, to the satisfaction of the Responsible Authority.
38. The loading and unloading of vehicles and delivery of goods to and from the premises must at all times take place within the boundaries of the site.

Lighting

39. All public lighting must conform to AS1158, AS3771 and The Public Lighting Code September 2001 to the satisfaction of the City of Melbourne (Engineering Services). All light poles including modifications to existing public street lighting should be first approved by the City of Melbourne (Engineering Services).
40. Any requirement to temporarily relocate street lighting must first be approved by the Responsible Authority.
41. All street lighting temporarily relocated to accommodate the development must be reinstated to the satisfaction of the Responsible Authority.

3D Model

42. Prior to the commencement of the development excluding any site preparation works (or otherwise agreed with the Responsible Authority) a 3D digital model of the development and its immediate surrounds, as appropriate, must be submitted to the Responsible Authority and be to the satisfaction of the Responsible Authority in conformity with the Department of Planning and Community Development Advisory note – 3D Digital Modelling.
43. In the event that substantial modifications are made to the building envelope a revised 3D digital model must be submitted to and be to the satisfaction of the Responsible Authority.

No Advertising Displayed on Building

44. No advertising signs shall be erected, painted or displayed on the land without the permission of the Responsible Authority unless in accordance with the provisions of the Melbourne Planning Scheme.

Expiry of permit:

In accordance with section 68 of the *Planning and Environment Act 1987*, this permit will expire if one of the following circumstances applies:

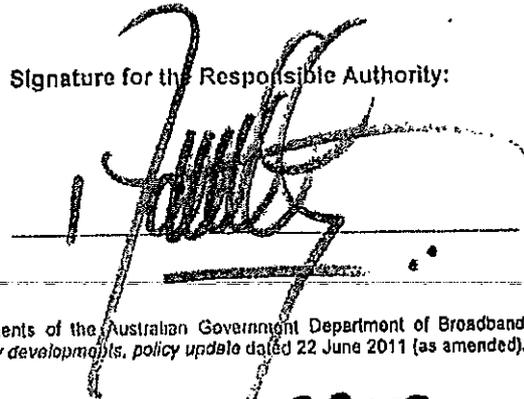
- The development is not started within three (3) years of the date of this permit.
- The development is not completed within five (5) years of the date of this permit.

In accordance with section 69 of the *Planning and Environment Act 1987*, the responsible authority may extend the periods referred to if a request is made in writing before the permit expires, or within three months afterwards.

Date Issued:

Note: Under Part 4, Division 1A of the *Planning and Environment Act 1987*, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

Signature for the Responsible Authority:



Notes:

The development must provide for and meet the requirements of the Australian Government Department of Broadband, Communications and Digital Economy publication *Fibre in new developments, policy update* dated 22 June 2011 (as amended).

23+13

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED

The Responsible Authority has issued a permit. (Note: This is not a permit granted under Division 5 or 6 of Part 4 of the *Planning and Environment Act 1987*.)

WHEN DOES A PERMIT BEGIN?

A permit operates:

- * from the date specified in the permit; or
- * if no date is specified, from:
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii) the date on which it was issued, in any other case.

Sch. 1 *Planning and Environment Regulations 2005*, S.R. No. 33/2005, 35

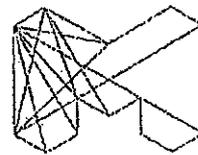
WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if -
 - * the development or any stage of it does not start within the time specified in the permit; or
 - * the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and a plan is not certified within two years of the issue of a permit, unless the permit contains a different provision; or
 - * the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.
2. A permit for the use of land expires if -
 - * the use does not start within the time specified in the permit, or if no time is specified, within two years of the issue of the permit; or
 - * the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if -
 - * the development or any stage of it does not start within the time specified in the permit; or
 - * the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - * the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development; or
 - * the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in Section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision-
 - * the use or development of any stage is to be taken to have started when the plan is certified; and
 - * the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPEALS?

- * The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- * An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- * An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- * An application for review must be made on an Application for Review form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- * An application for review must state the grounds upon which it is based.
- * An application for review must also be served on the Responsible Authority.
- * Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

AMENDED PLANNING PERMIT



CITY OF MELBOURNE

PERMIT NO.	TP-2012-93/A	For further reference contact: Leon Wilson Telephone: 03 9658 8688 Email: planning@melbourne.vic.gov.au Planning and Building Branch Level 3, Council House 2 240 Little Collins Street, Melbourne
PLANNING SCHEME	Melbourne Planning Scheme	
RESPONSIBLE AUTHORITY	Melbourne City Council	
ADDRESS OF THE LAND	411-451 Docklands Drive & 6-22 Pearl River Road, DOCKLANDS VIC 3008	
THE PERMIT ALLOWS	Subdivision (boundary re-alignment and creation of easements) in accordance with the endorsed plans PS702744L	

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT.

1. The layout and site dimensions of the proposed subdivision as shown on the endorsed plan(s) shall not be altered or modified without the consent of the Responsible Authority.
2. Any like plan of subdivision submitted for certification under the provisions of the Subdivision Act 1988, ("the certified plan") shall be to the satisfaction of the Responsible Authority (Team Leader - Land Survey).
3. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.
4. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
5. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with that authority's requirements and relevant legislation at the time.
6. No polluted and/or sediment laden runoff from construction activities shall be permitted to either directly or indirectly enter Melbourne Water's drainage system.
7. A copy of this permit and the endorsed plans shall form part of the documentation to any Contract of Sale or Lease for any part of the site after the date of this permit.
8. This permit will expire if the subdivision is not certified under the Subdivision Act 1988 within two years of the issue of the permit or is not completed within five years of the date of certification under the Subdivision Act 1988.

Date Issued: 2 April 2012

Signature of the Responsible Authority

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued an amended permit.

WHEN DOES A PERMIT BEGIN?

A permit operates:

- a. from the date specified in the permit; or
- b. if no date is specified, from:
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

A permit for the development of land expires if -

- (a) the development or any stage of it does not start within the time specified in the permit, or
 - (b) the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - (c) the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.
2. A permit for the use of land expires if -
 - (a) the use does not start within the time specified in the permit, or if no time is specified, within two years of the issue of the permit; or
 - (b) the use is discontinued for a period of two years.
 3. A permit for the development and use of land expires if -
 - (a) the development or any stage of it does not start within the time specified in the permit, or
 - (b) the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - (c) the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development; or
 - (d) the use is discontinued for a period of two years.
 4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision -
 - (a) the use or development of any stage is to be taken to have started when the plan is certified; and
 - (b) the permit expires if the plan is not certified within two years of the issue of a permit.
 5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPLICATIONS FOR REVIEW?

- The person who applied for the permit may apply for review against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on an Application For Review form which can be obtained from the Victorian Civil and Administrative Tribunal, and must be accompanied by the prescribed fee.
- An application for review must state the grounds upon which it is based.
- An application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

NOTES: The following is supplied for information only and does not form part of the permit conditions:

Regulation 503 of the Building Regulations 2006 ("Regulations") requires each building created by or resulting from the subdivision of an existing building, be brought into conformity with the Regulations unless an exemption has been granted pursuant to the Regulations. The issue of this permit does not and must not be taken to indicate whether the requirements of the Regulations have been met or not. (Further information on the requirements of the Regulations can be obtained by contacting Council's Building Certification and Inspection Unit on telephone 9658 8510).

CitiPower has advised that further application for electricity supply to each lot may be required and all electrical installations in the subdivision shall comply with the requirements of "Electricity Safety Act 1998" and "Victorian Service and Installation Rules".

Telstra does not object to the granting of a permit, but wishes to note that approval does not cover alterations to existing Telstra Plant or Network. Locations of existing network can be obtained from "Dial Before You Dig" on Telephone 1100. For co-ordinated Telstra plant reticulation in this development, please refer to www.telstrasmartcommunity.com to Register your Development and Apply for reticulation.

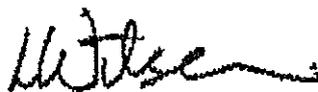
THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

Date of Amendment: 16 April 2012

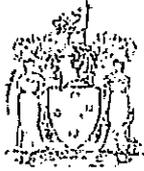
Details of Amendment: Preamble amended, condition 3 deleted and subsequent conditions renumbered

Date Issued: 2 April 2012

Signature of the Responsible Authority



Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.



Minister for Planning

Our Ref: 8MIN014477
File: 11/009979

1 Spring Street
Melbourne Victoria 3000
GPO Box 2392
Melbourne Victoria 3001
Telephone: (03) 9938 5990
Facsimile: (03) 9938 5949
DX 210292

Mr David Allt-Graham
MAB Corporation
PO Box 7657
MELBOURNE VIC 3004

Dear Mr Allt-Graham

MELBOURNE PLANNING SCHEME NEWQUAY CENTRAL, DOCKLANDS, DEVELOPMENT PLAN 2011

I refer to the '*NewQuay Central, Docklands, Development Plan 2011*' for the NewQuay Central precinct at Docklands, submitted on your behalf by Places Victoria for my approval on 15 August 2011.

I am pleased to advise you that I have approved the '*NewQuay Central, Docklands, Development Plan 2011*', subject to the submission of further information and consideration being given to the following issues during the next phases of development:

Public Realm & Open Space

The developer must contribute an area of open space located between Docklands Drive and Building C that must also provide for direct vehicle connection between Building C and Docklands Drive.

The area of open space must be developed by the owner to the requirements of the City of Melbourne and must include a public toilet facility and be vested with Council as part of the first stage of the development, or arrangements must be made between the owner, Places Victoria and Council to develop and vest the land within an agreed timeframe.

All public realm works must be constructed to City of Melbourne requirements including but not limited to asphalt or bluestone pavers for new roads, bluestone paved footpaths, public lighting, street trees, pavement marking and signage.

Built Form

Building C must be located as far as practicable towards the open space area to maximise views along the promenade and minimise its intrusion into view lines from adjoining and nearby buildings. The building may be oriented in a north south or east west direction.

Privacy Statement

Any personal information about you or a third party in your correspondence will be protected under the provisions of the Information Privacy Act 2000. It will only be used or disclosed to appropriate Ministerial, Statutory Authority, or departmental staff in regard to the purpose for which it was provided, unless required or authorised by law. Enquiries about access to information about you held by the Department should be directed to the Manager Privacy, Department of Planning and Community Development, GPO Box 2392, Melbourne, 3001.



The building heights specified for Buildings A, B, C, D & E must be generally in conformity with the development plan and may also be exceeded for architectural features and building services.

The east-west pedestrian links must be accessible 24 hours a day 7 days a week.

The Indicative Development Density Schedule may be amended from time to time with the agreement of Places Victoria.

Further Considerations

Detailed wind tunnel assessments must be submitted for each stage of the development as part of any further planning approval. While the use of street trees is encouraged for landscape purposes they should not be relied on as a form of wind mitigation. Appropriate wind conditions should be achieved as part of a high quality integrated built form solution.

The existing art installations within the Piazza must be incorporated in so far as practicable into either the open space or Building C or both. This includes the relocation and reuse of the art installations in an appropriate location to the satisfaction of Places Victoria.

A Waste Management Plan must be submitted for each stage of the development as part of any further planning approval. The Waste Management Plans should be developed in consultation with the City of Melbourne.

A detailed Traffic Assessment Report must be submitted for each stage of the development as part of any further planning approval. The Traffic Assessment Reports should be developed in consultation with the City of Melbourne.

All public routes through the site, including principal building entries, must not only comply with disabled access requirements, but should also address the principles of "universal design", which specify that access should be amenable and equitable for all users. Among other things, this means that public pedestrian routes must be freely useable by all, without the need to resort to diversions (such as side ramps) or mechanical aids (such as lifts).

I also encourage the developer to target best practice with regard to Ecologically Sustainable Development (ESD) throughout each stage of the development.

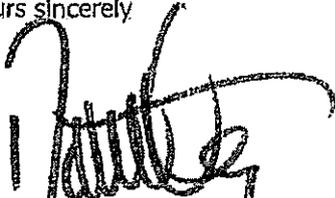
Subject to the above conditions and requirements, I can confirm that the 'NewQuay Central, Docklands, Development Plan 2011' is to my satisfaction and has been approved pursuant to Schedule 7 to Clause 43.04 of the Melbourne Planning Scheme and replaces the relevant parts of the 'Waterfront City Outline Development Plan (2003)'.

The Outline Development Plan provides design principles to guide future detailed planning permit applications as required by the Melbourne Planning Scheme. During the planning permit application stage I seek your agreement to ensure that you continue to liaise

closely with the City of Melbourne particularly regarding waste, traffic and streetscape considerations as the Council is responsible for these matters.

Should you have any queries regarding this matter please contact Adrian Salmon, Assistant Director Statutory Approvals on 03 9637 95454 or email adrian.salmon@dpcd.vic.gov.au.

Yours sincerely



MATTHEW GUY MLC
Minister for Planning

28.6.12

Encl: *New Quay Central Docklands, Development Plan 2011'*
cc: Mr Sam Sangster, Chief Executive Officer, Places Victoria
Cr Robert Doyle, Lord Mayor, City of Melbourne



Australian Government
Foreign Investment Review Board

Telephone: 02 6263 3795
Overseas: +61 2 6263 3795
Facsimile: 02 6263 2940
Website: www.firb.gov.au

28 February 2014
File: F2014/00086

Mr Mark Kemp
Thomsons Lawyers
GPO Box 375
MELBOURNE VIC 3001

Dear Mr Kemp

I refer to correspondence dated 28 January 2014 concerning the proposal for Meteorite Land (Pearl River) Pty Ltd to sell new dwellings to be constructed at 6 - 22 Pearl River Road, Docklands, Victoria (Development) to foreign persons.

There are no objections to this proposal in terms of the Government's Foreign Investment Policy subject to the conditions below.

Certificate

This letter constitutes a Certificate issued under regulation 3(e) of the *Foreign Acquisitions and Takeovers Regulations 1989* which permits Meteorite Land (Pearl River) Pty Ltd to sell new dwellings in the Development to foreign persons on condition that Meteorite Land (Pearl River) Pty Ltd:

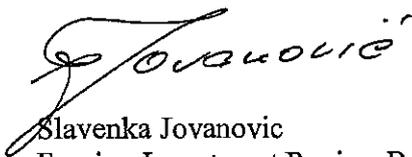
- (a) provides a copy of this Certificate to each prospective foreign purchaser;
- (b) only sells dwellings that have not previously been sold and that have not been occupied for more than 12 months;
- (c) provides a report annually to the Foreign Investment Review Board which includes all of the information requested in the Advanced-off-the-Plan Report form at:
http://www.firb.gov.au/content/real_estate/other/developers.asp

In responding to this proposal, Meteorite Land (Pearl River) Pty Ltd is reminded of its obligation to ensure that the Development is marketed in Australia as well as overseas.

This Certificate exempts prospective foreign persons purchasing new dwellings in the Development from the *Foreign Acquisitions and Takeovers Act 1975* requirement that they individually notify the Treasurer and obtain foreign investment approvals for their acquisitions.

This Certificate is not transferable.

Yours sincerely



Slavenka Jovanovic
Foreign Investment Review Board Secretariat

HERITAGE
VICTORIA
HERITAGE
VICTORIA
HERITAGE
VICTORIA

CERTIFICATE

Pursuant to Section 50 of the *Heritage Act 1995*

SAI Global Property Helpdesk
level 3 , 355 Spencer STREET
WEST MELBOURNE 3003

CERTIFICATE NO:
15984682

PROPERTY ADDRESS:
6 PEARL RIVER ROAD
DOCKLANDS

PARCEL DESCRIPTION:

1. There is no current application for inclusion of the place or object in the Heritage Register.
2. The place or object is not being considered for inclusion in the Heritage Register.
3. The place or object is not included in the Heritage Register.
4. The place or object is not included in the Heritage Inventory as an archaeological site or relic.
5. There is not an Interim Protection Order in force in respect of the place or object.
6. There is not a Repair Order for the carrying out of works in force in respect of the place.
7. There is not an Order of the Supreme Court in force to remedy or restrain a breach of the *Heritage Act 1995* in respect of a place or object.
8. The place is not in a World Heritage Environs Area.



Authorised Person

DATED: 24/01/2014

Note: This Certificate is valid at the date of issue.

Department of
Transport, Planning and
Local Infrastructure



Victorian Aboriginal Heritage Register – Advice as to the existence of records in relation to a nominated area of land.

Reference Number:

5384

SECTION 1 – Applicant Information

Name of applicant:

Miss Nancy Chee

Organisation:

SAI GLocal Property -18907524:34723349

Postal address:

Level 3, 355 Spencer Street

West Melbourne

VIC 3003

Telephone number:

1300 730 000

Email address:

nancy.chee@saiglobal.com

SECTION 2 – Land Description (as provided by the applicant)

Subdivisional References (Lot / Plan):

D1/PS702744L

Crown References:

Title References (Volume / Folio) :

11410/590

Street Address:

Other description:

6 Pearl River Road, DOCKLANDS VIC 3008
(also known as 443-451 Docklands Drive, Docklands)

Directory Reference:

Directory:

Melways

SECTION 3 – Registered Information

Are there any registered Aboriginal Places or Objects on the nominated area of land?

No

Are there any other 'areas of cultural heritage sensitivity' associated with the nominated area of land? (See over).

No

Does the Register contain a record of a notified place (ie a place reported but not yet inspected) in relation to the nominated area of land?

No

Does a stop order exist in relation to any part of the nominated area of land?

No

Does an interim or ongoing protection declaration exist in relation to any part of the nominated area of land?

No

Does a cultural heritage agreement exist in relation to any part of the nominated area of land?

No

Signed:

Date: 12/Feb/2014



Kellie Clayton
Heritage Registrar
Office of Aboriginal Affairs Victoria

SECTION 4 – Terms & Conditions**Terminology**

In these terms and conditions, the expressions "we", "us" and "our" are a reference to the Government of the State of Victoria, acting through Aboriginal Affairs Victoria, an agency of the Department of Planning and Community Development.

Advice provided from the Register

Access to the information requested from the Register in the "Application for advice as to the existence of records in relation to a nominated area of land" form (the "Form") is subject to the discretion of the Secretary and the requirements of the Act.

The absence of records on the Register for a nominated area of land does not necessarily mean that the area is devoid of Aboriginal cultural heritage values. Applicants should be aware of the provisions of s.17 and s.24 of the *Aboriginal Heritage Act 2006*, which require the reporting of Aboriginal remains, Aboriginal places and objects discovered in Victoria. Applicants should also be aware that it is an offence under the *Aboriginal Heritage Act 2006* to harm Aboriginal cultural heritage, for which significant penalties apply. This advice does not abrogate any requirement to prepare a Cultural Heritage Management Plan under the *Aboriginal Heritage Act 2006*.

Specific conditions of advice provided from the Register for an application under s.147

The Secretary, Department of Planning and Community Development may refuse to provide any information to the Applicant if the provision of the information would be likely to endanger Aboriginal cultural heritage (refer to s.147 (4) of the Act).

Use of information

Information provided to the Applicant from the Register as a result of this application and for the land described in Section 2 ("Information") may only be used for the purposes nominated by the Applicant in the Form (and for no other purposes). The Information may not be on-sold or rebadged without our written permission.

Documents to be lodged with Registrar

Two copies (one of which must be in digital format) of any article, publication, report or thesis which relies on any Information provided to the Applicant must be lodged with the Registrar as soon as practicable after their completion.

Acknowledgment of source of information

We must be acknowledged in any article, publication, report or thesis (including a newspaper article or display) which incorporates or refers to material supplied from the Register.

Copyright

We retain copyright in all materials for which legal title of the relevant organisation is clear. Apart from fair dealing for the purposes of private study, research, criticism or review, as permitted under the copyright legislation, and apart from uses specifically authorised by these terms and conditions, no part may be reproduced or reused for any commercial purposes whatsoever.

Specifically, and other than for the purposes of and subject to the conditions prescribed in the *Copyright Act 1968* (Cth), you may not in any form or by any means adapt, reproduce, store, create derivative works, distribute, print, display, perform, publish or commercialise the Information without our written permission.

Disclaimer

The Information is provided for information purposes only. Except as expressly stated to the contrary, no claim is made as to the accuracy or authenticity of its content. The Information is provided on the basis that any persons having access to it undertake responsibility for assessing the relevance and accuracy of its content. We do not accept responsibility for any loss or damage, however caused (including through negligence) which you may directly or indirectly suffer in connection with your use of the Information, nor do we accept any responsibility for any such loss arising out of your use or reliance (or any other person's use or reliance) on the Information.

The disclaimer set out in these terms and conditions is not affected or modified by any of the other terms and conditions in these Terms and Conditions. Nevertheless, our disclaimer does not attempt to purport to exclude liability in relation to any term implied by law which cannot be lawfully excluded.

Indemnity

You agree to indemnify and hold us, our agents and employees, harmless from any claim or demand, made by any third party due to, or arising out of or in connection with, your breach of these terms and conditions, or your infringement of any rights of a third party, or the provision of any information to a third party.

Governing Law

These terms and conditions are governed by the laws in force in the State of Victoria, Australia.

Third Party Disclosure

Where the information obtained from the Register is provided to a third party, details of the above Terms and Conditions must also be provided.

Areas of Cultural Heritage Sensitivity

You can find out more about 'areas of Aboriginal Cultural Heritage Sensitivity' including maps showing these areas, at

<http://www.dpc.vic.gov.au/index.php/aboriginal-affairs/heritage-tools/areas-of-cultural-heritage-sensitivity>

WATERFRONT CITY 1A R & C PTY LIMITED
AND WATERFRONT CITY 1A RESIDENTIAL PTY LIMITED

and

CITIPower PTY

LEASE
INDOOR SUBSTATION

"PEARL RIVER 'A' (SS01)

LEASE NO. X8270

PROPERTY : PEARL RIVER ROAD, DOCKLANDS

8. NOTICES6

9. COSTS6

10. GST6

ANNEXURE A8

ANNEXURE B9

ADDITIONAL RIGHTS

The right, during the term or any extension of it, for the Tenant, its servants, agents and contractors to enter and pass over:

1. All the land marked E-2 on the plan in Annexure A, for the purpose of laying underground, fixing, covering in, inspecting, repairing, maintaining, renewing and removing such electric cables, wires and other apparatus and appliances as may be required or desired for the transmission of electricity. These appliances must be set .46 metres below the surface of the land.
2. All the land marked E-1 on the plan in Annexure A, with or without vehicles and equipment, at all times and for all purposes of this Lease.
3. All the land marked E-1 on the plan in Annexure A, and all common areas of the Building which allow access to the Premises on foot, for any of the purposes of this Lease, with or without any materials, including without limitation such equipment, cables, wires, pipes, ducts, outlets, galvanised iron pipe conduits, PVC conduits encased in concrete, apparatus, appliances and protective coverings as may be required or desired for the purposes of the Lease.

2. GRANT

The Landlord leases the Premises together with the Additional Rights to the Tenant for the Term and at the Rent subject to the terms and conditions of this Lease.

3. TENANT'S COVENANTS

3.1 Rent

The Tenant must pay the Rent to the Landlord in the manner stated in the Reference Schedule.

3.2 Permitted Use

The Tenant may not use or allow the Premises to be used for any purpose other than the Permitted Use.

3.3 Assignment and Subletting

The Tenant may assign the Lease or sublet the Premises to another distribution company as defined in the *Electricity Industry Act 2000* (or any amendment or replacement legislation). Otherwise, the Tenant may not assign the Lease or sublet the Premises without the Landlord's consent which consent may not be unreasonably withheld.

3.4 Tenant's Repair Obligation

The Tenant must keep any Tenant's Property in good repair and condition throughout the Term, and, within a reasonable time after the expiration or sooner determination of the term remove from the Premises the Tenant's Property. The Tenant must use reasonable endeavours to minimise any damage to the Premises caused by the removal of any Tenant's Property.

4. LANDLORD'S COVENANTS

4.1 Quiet Enjoyment

Subject to the Tenant punctually paying the Rent and otherwise complying with this Lease, the Tenant may peaceably possess and enjoy the Premises during the Term without any interruption or disturbance from the Landlord or any person claiming through or under the Landlord, except as provided for in this Lease.

4.2 Landlord's Repair Obligation

(a) The Landlord must keep the Premises in good repair and condition throughout the Term, having regard to the Permitted Use of the Premises.

(b) The Landlord may only enter the Premises to carry out its obligation under clause 4.2(a):

(i) with the prior consent of the Tenant; and

(ii) subject to any conditions imposed by the Tenant, including without limitation, a condition that the Landlord must only enter the Premises while accompanied by a person nominated by the Tenant.

- (b) Subject to clause 4.8(c), the release and indemnity in clause 4.8(a) is absolute and applies despite any nuisance caused by the Tenant and any strict liability of the Tenant and, to the extent permitted by law, is intended to exclude and waive any statutory rights or remedies to which the Landlord may otherwise be entitled.
- (c) The release and indemnity in clause 4.8(a) does not apply to the extent that any damage to property or any business is caused or contributed to by the negligence of the Tenant.

4.9 Registration of Lease

The Landlord must provide all reasonable assistance to, and do all things reasonably requested by, the Tenant to achieve the registration on title on this Lease, including without limitation:

- (a) executing any form or documentation required;
- (b) making available at the Land Titles Office the Certificates of Title which are subject to this Lease for the purposes of enabling the registration on title of this Lease;
- (c) endorsing this Lease with an order to register over the Certificates of Title which are subject to this Lease; and
- (d) obtaining all of consents required from any third party to the registration of this Lease, including without limitation the consent of any mortgagee.

5. ENVIRONMENTAL

5.1 Warranty

The Landlord warrants that the Land and Premises are free from any contamination or pollution as at the date of this Lease.

5.2 Landlord's remediation work

The Landlord agrees that it must, at its own cost, carry out any remediation work in relation to any contamination or pollution of the Land and Premises that:

- (a) may be required by law; or
- (b) is reasonably required by the Tenant having regard to the Permitted Use of the Premises.

5.3 Tenant's remediation work

The Landlord acknowledges and agrees that the Tenant is only required to carry out remediation work in relation to any contamination or pollution of the Premises to the extent that the Tenant's use of the Premises has caused or contributed to that contamination or pollution.

8. NOTICES

- (a) A request, notice, consent, approval or other communication (each a "Notice") under this Lease must be in writing signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:
 - (i) delivered to that person's address; or
 - (ii) sent by pre-paid mail to that person's address.
- (b) A Notice given to a person in accordance with this clause is treated as having been given and received:
 - (i) if delivered to a person's address, on the day of delivery if delivered before 4 pm on a Business Day, otherwise on the next Business Day; and
 - (ii) if sent by pre-paid mail posted in Australia, on the third Business Day after posting.
- (c) For the purposes of this clause the address of a person is the address set out in the Reference Schedule or another address of which that person may from time to time gives Notice to the other party to this Lease.

9. COSTS

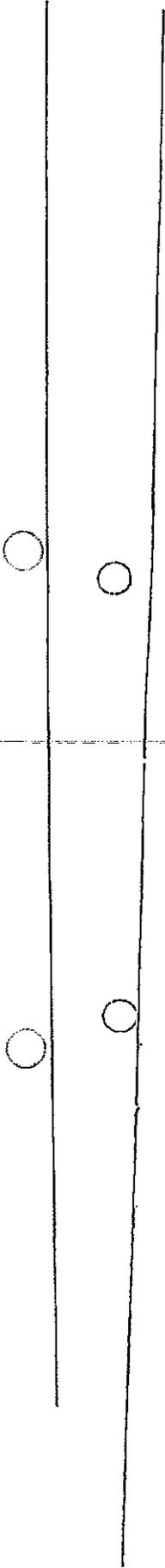
- (a) Each party must pay its own costs in relation to the negotiation, preparation, completion, execution, stamping and registration of this Lease and any renewal of this Lease.
- (b) The Tenant must pay all stamp duty on this Lease and must comply with all requirements of the Stamps Act 1958 with respect to Leases.

10. GST

- (a) Words defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.
- (b) A recipient of a taxable supply made under this Lease must:
 - (i) pay to the supplier, in addition to the consideration for the taxable supply (which is exclusive of GST), an amount equal to any GST paid or payable by the supplier in respect of the taxable supply, without deduction or set-off of any other amount; and
 - (ii) make that payment as and when the consideration or part of it must be paid or provided, except that the recipient need not pay unless the recipient has received a tax invoice (or an adjustment note) for that supply.
- (c) The supplier must promptly issue an adjustment note for any adjustment in respect of the taxable supply and/or any adjustment in respect of the amount of GST.

8.

ANNEXURE A
PLAN OF PREMISES



sslse 1.6.02

Annexure B - Mortgagee Consent

ING Bank NV, Sydney Branch, ABN 32 080 178 196 as Mortgagee under a registered Mortgage No. AD940595X over the land described in Certificate of Title Volume 10836 Folio 696 at the request of the parties to this Lease and made between Waterfront City 1A R & C Pty Limited and Waterfront City 1A Residential Pty Ltd and Citipower Pty ACN 064 651 056 to which this consent is annexed (the "Lease"), hereby consents to the demise contained in the Lease (including any further term duly created pursuant to the exercise of any option to renew the Lease) and to all the other provisions and conditions of the Lease and consents to the registration of the Lease on the title to the Land.

Consenting Party's Signature

Executed by ING Bank NV, Sydney Branch)
ABN 32 080 178 196 by the party's attorney)
pursuant to power of attorney dated 23 August)
2005 who states that no notice of revocation of)
the power of attorney has been received in the)
presence of:

.....
Witness

JW
.....
Name of Witness (print)

.....
Witness

JW
.....
Name of Witness (print)

.....
Attorney

Brett Cornie
.....
Name of Attorney (print)

Execution Date 22/12/05

.....
Attorney

ANVANIA REVERE
.....
Name of Attorney (print)

Execution Date 22/12/05

