

K&L GATES

Contract of Sale

Residential

Apartment Lot _____, 189 – 203 William Street and
518 – 532 Little Bourke Street, Melbourne

Hengyi Australia Pty Ltd
ACN 146 702 687
(Vendor)

Notice to the purchaser

1. Subject to the limit set by section 9AA(1)(b) of the *Sale of Land Act 1962 (Vic)*, the Purchaser may negotiate with the Vendor about the amount of deposit moneys payable under the contract.
2. A substantial period of time may elapse between the day on which the Purchaser signs the contract for sale and the day on which the Purchaser becomes the registered proprietor of the lot.
3. The value of the lot may change between the day on which the Purchaser signs the contract for sale of that lot and the day on which the Purchaser becomes the registered proprietor.

CONTRACT OF SALE OF REAL ESTATE

The vendor sells and the purchaser agrees to buy the property, being the land and the goods, for the price and on the conditions 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.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that prior to signing this contract, they have received a copy of the 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')

This offer will lapse unless accepted within [30] clear business days (3 clear business days if none specified).

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**

Tel: (03)

Ref:

Fax: (03)

Email:

Vendor's Legal Practitioner**K&L Gates**

Level 25, Rialto South Tower
525 Collins Street
Melbourne, Victoria, 3000

DX

405 Tel: (03) 9640 4384

Ref: Diana Cvetkovska

Brihony Boan

Fax: (03) 9205 2055

Email:

diana.cvetkovska@klgates.combrihony.boan@klgates.com**Purchaser's Legal Practitioner**

Name:

Address:

Suburb:

State:

Postcode:

DX

Tel: (03)

Ref:

Fax: (03)

Email:

Vendor

Hengyi Australia Pty Ltd ACN 146 702 687

Of Level 1, 400 Collins Street, Melbourne Victoria 3000

Purchaser

Name:	
Address:	
Suburb:	State/Province
Country	Postcode
Fax:	Telephone:
Email:	
Purchaser's tax file number:	
Purchaser 1 ABN	Purchaser 2 ABN

If a business entity

Is Purchaser an Owner Occupier Purchaser:

Tick this box if the Purchaser:

- intends to live in the Property as owner occupier after settlement;
- did not receive independent advice from a legal practitioner before signing this Contract; and
- has not been given the opportunity to negotiate the terms of this Contract.

If so, the Purchaser is an Owner Occupier Purchaser.

<input type="checkbox"/>	Owner Occupier Purchaser
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Purchaser's FIRB declaration

The Purchaser declares that they are:

<input type="checkbox"/>	a foreign person as defined in the <i>Foreign Acquisitions and Takeovers Act 1975 (Cth)</i> requiring approval to purchase the Property
<input type="checkbox"/>	<ul style="list-style-type: none"> ○ an Australian citizen; ○ a New Zealand citizen; or ○ holding an Australian Permanent Resident Visa

Land	Apartment Lot no :	Carpark Lot no :	Storage Lot no :
	on unregistered plan of subdivision no: PS648185V being part of the land described in Certificate of Title Volume 11451 Folio 164		
Property	The Land together with any improvements.		
Address	Apartment _____ 189 – 203 William Street and 518 – 532 Little Bourke Street, Melbourne Victoria 3000		
Goods	As described in the Plans and Specifications.		
Price	\$	(GST inclusive)	
Less Deposit	\$	Being 10% of the Price – payable on the Day of Sale	
Balance	\$		
Estimated land value	\$	Estimated land value	
GST	See special condition 19.		
Date Settlement is Due	<p>The date which is the later of 10 Business Days after notification by the Vendor's Legal Practitioner to the Purchaser or the Purchaser's Legal Practitioner of:</p> <ul style="list-style-type: none"> • registration of the Plan by the Registrar; and • the issue of an Occupancy Permit. <p>At settlement, the Purchaser is entitled to vacant possession of the Property.</p>		

Encumbrances

This sale is not subject to an existing mortgage.

Special conditions

This Contract includes the Special Conditions.

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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

1. Encumbrances

- 1.1 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.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Vendor's Statement.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

4. Services

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

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

7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 Subject to general conditions 7.3 and 7.4, 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) 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 In addition to ensuring a release is received under general condition 7.2(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.8 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.
- 7.9 If the purchaser does not provide an advice under general condition 7.8, 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.
- 7.10 If settlement is delayed under general condition 7.9, 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.

7.11 Words and phrases used in general condition 7 which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7.

8. Builder warranty insurance

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

9. General law land

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

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

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

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

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

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

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

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

MONEY

10. Settlement

10.1 At settlement:

- (a) the purchaser must pay the balance; and

- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

11. Payment

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer in trust for the purchaser until registration of the plan of subdivision.

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

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

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on 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.

12. Stakeholding

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.

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

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

13. GST

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

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is 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 of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

13.4 If the particulars of sale specify that the supply made under this contract is 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.

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

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

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

17. Service

- 17.1 Any document sent by post is taken to have been served on the next business day after posting, unless proved otherwise.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal

practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

DEFAULT

26. Interest

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the **Penalty Interest Rates Act 1983** is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. Default notice

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

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

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

28.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines

1. The Committee has been established to decide disputes relating to property law matters. Where one party does not have a Solicitor representing them, the dispute cannot be heard until that party instructs a Solicitor.
 2. An *agreed* Statement of Facts must be signed by all parties and referring Solicitors and must include:-
 - 2.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are *agreed* between the parties.
 - 2.2 A copy of all relevant documents.
 - 2.3 The issues, based on the *agreed* facts, to be decided by the Committee.
 - 2.4 Applications for disputes to be decided by the Committee shall include an agreement by the referring Solicitors and the parties to be bound by the Committee's decision on any question of law or practice.
 3. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria. The form may be obtained from the Property Law Section of the Institute.
 4. An administration fee of \$100.00 for each referring Solicitor must be paid to the Institute when the application is lodged.
 5. The Committee's decision will be based upon the material contained in the Statement of Facts **only**. In making its decision the Committee shall act as an expert panel and not as an arbitrator.
 6. The Committee reserves the right:-
 - (i) to call for further and better particulars in order to make a decision.
 - (ii) to refuse to decide any dispute, in which case any fees will be refunded in full.
 7. The Committee's written decision will be sent to the referring Solicitors within seven days of the dispute being decided.
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Special Conditions

1. Definitions

1.1 Defined terms

In this Contract:

Additional Rules means the additional rules of the Owners Corporation, a copy of which is attached to the Vendor's Statement. It includes any variation to them notified to the Purchaser before settlement;

Authorisation means:

- (c) an authorisation, consent, right, certificate, licence, permit, declaration, exemption, notarisation or waiver, however described (including any renewal or partial renewal); and
- (a) any authorisation or consent regarded as given by an Authority where, in relation to something that can be prohibited or restricted by law if the Authority takes action within a specified period, that period expires without that action being taken;

Authority means any government, semi-government, administrative, municipal or judicial body, authority or entity exercising any powers or functions under any law;

Bank means a bank authorised under Section 9 of the *Banking Act 1959 (Cth)*;

Bank Guarantee means a bank guarantee from a Bank which:

- (a) is irrevocable and unconditional;
- (b) has no expiry date;
- (c) is in favour of "The Partners of the Firm trading as K&L Gates"; or subject to the Purchaser complying with special condition 12.3, the Vendor;
- (d) secures the Deposit (or any part of the Deposit which has not been paid);
- (e) entitles the Vendor's Legal Practitioner to call on the guarantee in accordance with this Contract; and
- (f) contains terms satisfactory to the Vendor;

Bank Guarantee Amount means the amount secured by a Bank Guarantee, as set out in the Particulars of Sale;

Builder means a builder who is registered as a builder under the Building Act;

Building means all existing buildings, structures or improvements on the Land and any building, structures or improvements to be built on the Land;

Building Act means the *Building Act 1993 (Vic)*;

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

Common Property means all the common property created by registration of the Plan;

Contaminant means a solid, liquid, gas, odour, heat, sound, vibration or substance which makes or may make the Property or the nearby area:

- (g) unsafe, unfit or harmful for habitation;
- (h) not comply with any Environmental Law; or
- (i) not comply with any relevant contamination criteria or standards published or adopted by the Environment Protection Authority from time to time,

and includes asbestos, waste, pollutants, and anything dangerous, radioactive, toxic or hazardous;

Contract means this contract of sale of real estate including any schedules and annexures;

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

Council means the City of Melbourne Council;

Date of Completion means the date on which the Occupancy Permit issues;

Day of Sale is the date specified in the Contract of sale of real estate signing page attached to this Contract;

Defect Rectification Period means the period of 6 months after the Date of Completion;

Development means The William, which is the whole of the land contained in the Plan and which includes the Property;

Dispute means a disagreement between the Vendor and Purchaser concerning any of the matters contained in special condition 28;

Dispute Notice means a notice given by one party to the other which details the grounds of the Dispute and sets out sufficient information about the Dispute;

Electronic Form means an electronic communication or document as contemplated by the *Electronic Transactions (Victoria) Act 2000 (Vic)*;

Environment Protection Authority means any Authority responsible for the administration and enforcement of Environmental Laws in Victoria;

Environment has the same meaning as in the *Environment Protection Act 1970 (Vic)*;

Environmental Law means a law relating to the Environment and includes any law relating to land use, planning, pollution, contamination, chemicals, hazardous materials or health and safety;

Expert means a natural person who must:

- (a) have at least 5 years current and continuous standing in the expert's profession at the date of their appointment;
- (b) have experience in the relevant field of the Dispute; and
- (c) be lawfully qualified and hold a current licence to practise in the expert's profession if this is a requirement of their profession;

General Conditions means the general conditions attached to this Contract;

GST has the meaning set out in the GST Act and includes any replacement or similar tax;

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

Guarantee means a guarantee and indemnity in the form of the guarantee and indemnity attached to this Contract marked 'Guarantee and Indemnity';

Latest Date for Completion means 48 months from the Day of Sale;

Latest Date for Registration means 48 months from the Day of Sale;

Legal Profession Act means the *Legal Profession Act 2004 (Vic)*;

Lot means a lot on the Plan;

Major Domestic Building Contract has the same meaning as in the *Domestic Building Contracts Act 1995 (Vic)*;

Net Interest means all interest earned by the investment of the Deposit, less all Bank charges and federal and state taxes and charges payable on that investment;

NRAS means the National Rental Affordability Scheme established under the *National Rental Affordability Scheme Act 2008 (Cth)*;

NRAS Incentive means the National rental incentive offered under NRAS by way of Australian Government and State and Territory contributions;

Occupancy Permit means a permit issued under section 39 of the Building Act;

Outgoings means all rates, taxes, assessments, fire insurance premiums, owners corporation fees or levies and any other expenses which apply to the Property or the Site;

Owners Corporations means each owners corporation created by registration of the Plan;

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

Particulars of Sale means the particulars of sale forming part of this Contract;

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained from the information or opinion;

Plan means proposed plan of subdivision number PS648185V;

Planning Permit means town planning permit no 2010/005874 issued by the Council, including any amendments under the modified endorsed plan dated 20 December 2012 and secondary consent dated 7 October 2013 and town planning permit TP-2014-234 issued by Council dated 25 June 2014, to allow carrying out of the Works, a copy of which is attached to the vendor's statement;

Plans and Specifications means the plans and specifications for the Works in the schedule attached to this Contract and marked "Plans and Specifications". It includes any changes to those plans and specifications made under this Contract;

Registrar means the Registrar of Titles;

Rules means the rules set out in Schedule 1 of the Owners Corporations Regulations 2007 plus the Additional Rules;

Sale of Land Act means the *Sale of Land Act 1962 (Vic)*;

Site means all of the land in the Plan;

Statement of Adjustments means a statement dealing with Outgoings, in the terms of General Condition 15;

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

Transfer means the instrument of transfer of land required to enable the Purchaser to become registered proprietor of the Land;

Vendor's Statement means the statement given by the Vendor to the Purchaser under Section 32 of the Sale of Land Act;

Works means all work required to construct the Building generally in accordance with the Plans and Specifications and the Planning Permit.

1.2 Incorporated definitions

A word or phrase (other than one defined in special condition 1.1) specified in the Particulars of Sale is incorporated as a defined term with the same meaning in this Contract.

2. Interpretation

In this Contract, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (d) a heading may be used to help interpretation, but is not legally binding;
- (e) a reference to all or any part of a statute, ordinance or other law (**statute**) includes:

- (i) any rules, regulations or other instruments made under that statute; and
 - (ii) that statute as amended, consolidated, re-enacted or replaced from time to time;
- (f) a reference to any party to this Contract includes that party's successors, personal representatives and permitted assigns;
- (g) if two or more people are described as a party, each person is:
 - (i) liable for their obligations; and
 - (ii) entitled to their rights,jointly and severally;
- (h) other grammatical forms of defined words or phrases have corresponding meanings;
- (i) a reference to a document includes the document as modified from time to time and any document replacing it;
- (j) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day;
- (k) the word "month" means calendar month and the word "year" means 12 months;
- (l) references to time are to Australian eastern time;
- (m) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;
- (n) a reference to a thing includes a part of that thing;
- (o) the word "include", when introducing a list of things, does not limit the meaning of the words to which the list relates to those things or to things of a similar kind;
- (p) a reference to any agency or body:
 - (i) which ceases to exist;
 - (ii) is reconstituted, renamed or replaced; or
 - (iii) has its powers or functions removed,means the agency or body which replaces it, or which has substantially the same powers or functions;
- (q) examples are descriptive only and not exhaustive;
- (r) a provision must not be construed against a party merely because that party was responsible for preparing this Contract or that provision;

- (s) where the Vendor must provide the Vendor's consent, the consent may be given conditionally or unconditionally or withheld in the absolute discretion of the Vendor if the Vendor is unable to obtain any necessary Authorisation; and
- (t) money amounts are stated in Australian currency.

3. Amendment of General Conditions

3.1 General Conditions amended

These General Conditions are amended as follows:

- (a) General Condition 1.1(b): after the word "reservations" add ", exceptions and conditions";
- (b) General Condition 12.1(a)(ii): delete the words "80% of";
- (c) General Condition 24.3: delete the words "but may claim compensation from the Vendor after settlement".

3.2 General Condition deleted and replaced

General Condition 7 is deleted and replaced with the following:

"7 Release of security interest

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

7.2 The Vendor must ensure that at or before settlement, the purchaser receives:

- (a) a release from the secured party releasing the Property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the PPSA setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the PPSA indicating that, on settlement, the personal property included in this Contract is not or will not be property in which the security interest is granted.

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

- (d) (i) the Purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5,000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the PPSA, not more than that prescribed amount; or
- (e) is sold in the ordinary course of the vendor's business of selling personal property of that kind;

unless:

- (f) the personal property is of a kind that the regulations provide may or must be described by serial number in the Personal Properties Securities Register; or
- (g) the Purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.5 A release for the purposes of general condition 7.3(a) must be in writing. The release must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.6 The Purchaser must provide the Vendor with a copy of the release under general condition 7.3(a) at or as soon as practicable after settlement.

7.7 The Vendor must also 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 in addition to ensuring a release is received under general condition 7.3(a) if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

7.9 The Vendor may delay settlement until 21 days after the Purchaser advises the Vendor of the security interests that the Purchaser reasonably requires to be released if the Purchaser does not provide an advice under general condition 7.8.

7.10 The Purchaser must pay the Vendor:

- (h) 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
- (i) any reasonable costs incurred by the Vendor as a result of the delay; and
- (j) as though the Purchaser was in default;

if settlement is delayed under general condition 7.9,

7.11 The Vendor is not required to ensure that the Purchaser receives a release in respect of the Land. This condition applies despite general condition 7.1.

7.12 Words and phrases used in this special condition which are defined in the PPSA have the same meaning in this general condition 7 unless the context requires otherwise."

3.3 General Condition added

The following General Condition is added as a new General Condition 12.4:

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

3.4 General Conditions deleted

These General Conditions do not apply to this Contract:

- (a) General Condition 6 (Transfer);
- (b) General Condition 10 (Settlement);
- (c) General Condition 11 (Payment);
- (d) General Condition 13 (GST);
- (e) General Condition 17 (Service);
- (f) General Condition 18 (Nominee);
- (g) General Condition 20 (Guarantee);
- (h) General Condition 22 (Inspection);
- (i) General Conditions 24.4 to 24.6 both inclusive (Loss or damage before settlement); and
- (j) General Condition 26 (Interest).

4. Owner Occupier Purchaser

4.1 Special conditions amended for Owner Occupier Purchaser

If the Purchaser is an Owner Occupier Purchaser, as shown in the Particulars of Sale, then these special conditions are amended as follows:

- (a) Special condition 2(s): add the words ",having made all reasonable efforts," after the words "if the Vendor";
- (b) Special condition 5.3: delete the words "be given conditionally or unconditionally or withheld, in the absolute discretion of the Vendor" and substitute the words "not be unreasonably withheld";
- (c) Special condition 7.1: add the words "except in the case of a material discrepancy" at the end;
- (d) Special condition 7.2(a): add the word "minor" after the words "any alleged";
- (e) Special condition 8.1(d): add the words "including any unregistered easements and encumbrances" at the end;
- (f) Special condition 8.4(b): add the words "unless it materially adversely affects the Purchaser" at the end;
- (g) Special condition 9.2: add the words "so long as the arrangements do not materially adversely affect the Purchaser," after the words "regarding the Protrusions";
- (h) Special condition 13.3(a): delete the word "and" and replace ";" with "."

- (i) Special condition 24.2(a): delete the word "and" and replace ";" with "."
- (j) Special condition 26.4(a): add the word "minor" after the words "make the following";
- (k) Special condition 27.2: add paragraph (c) as follows: "In exercising its rights under this special condition, the Vendor must take reasonable steps to minimise any adverse interference with the Purchaser's occupation of the Property.";
- (l) Special condition 28.4(a): add the word "reasonable" after the words "in the Vendor's";
- (m) Special condition 28.13: add paragraph (c) as follows: "The Vendor must take reasonable steps to minimise any adverse interference with the Purchaser's occupation of the Property which may be caused by any works under special condition 28.13(a).

4.2 Special conditions which do not apply to Owner Occupier Purchaser

If the Purchaser is an Owner Occupier Purchaser, as shown in the Particulars of Sale, then the following special conditions do not apply to this Contract:

- (a) Special condition 13.3(b);
- (b) Special condition 24.2(b); and
- (c) Special condition 33.

5. General

5.1 Acknowledgment of documents

The Purchaser acknowledges being given a Vendor's Statement before paying any money under this Contract or signing this Contract.

5.2 Authority to sign

Without affecting the generality of General Condition 19, if a person signs this Contract on behalf of a purchaser which is a corporation (within the meaning of the Corporations Act), that person:

- (a) warrants in a personal capacity to the Vendor that they have the authority to enter this Contract on behalf of the Purchaser; and
- (b) if the warranty in paragraph (a) is false, acknowledges and agrees that they will be personally liable for the performance of the Purchaser's obligations.

5.3 Consents and approvals

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

5.4 Costs of default

The Purchaser must pay any reasonable costs and expenses (on a full indemnity basis) incurred by the Vendor because of the Purchaser's default under this Contract. This includes:

- (a) legal costs and disbursements (on a solicitor and client basis) incurred in preparing and serving any notice and obtaining legal advice; and
- (b) any additional costs incurred by the Vendor, such as borrowing expenses.

5.5 Counterparts

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

5.6 Entire understanding

- (a) This Contract contains the entire understanding between the parties about its subject matter and supersedes all earlier communications between the parties.
- (b) Each party acknowledges that, except as expressly stated in this Contract, that party has not relied on any information, statement, representation, warranty or undertaking of any kind made by or on behalf of the other party in relation to the subject matter of this Contract.

5.7 Further action

A party must do all things and execute all documents that are reasonably necessary to give effect to this Contract:

- (a) unless this Contract states otherwise, at that party's own expense; and
- (b) within a reasonable time of being requested by another party to do so.

5.8 Governing law and jurisdiction

- (a) This Contract is governed by the laws of Victoria.
- (b) The parties submit to the exclusive jurisdiction of the courts of Victoria.

5.9 No merger

Any provision of this Contract which can take effect after settlement does not merge on settlement and continues to bind the parties.

5.10 No right of set off

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

5.11 No waiver

- (a) A party does not waive a right simply because it:

- (i) fails to exercise the right;
 - (ii) delays exercising the right; or
 - (iii) only exercises a part of the right.
- (b) A single exercise of a right does not prevent a further exercise of it or the exercise of any other right.
- (c) A waiver of a breach does not operate as a waiver of any other breach.

5.12 Operation of indemnities

Unless this Contract states otherwise:

- (a) each indemnity in this Contract survives the settlement or termination of this Contract;
- (b) each indemnity is separate and independent from any other indemnities or obligations; and
- (c) the Vendor may recover payment under an indemnity in this Contract before it makes the payment in respect of which the indemnity is given.

5.13 Unenforceable provision

If any provision of this Contract is or becomes void, illegal, invalid or unenforceable then:

- (a) where that provision can be read down so as to make it valid and enforceable, it must be read down to the minimum extent necessary to achieve that result; and
- (b) in any other case, the provision must be severed from this Contract. The remaining provisions of this Contract will operate as if the severed provision had not been included.

5.14 Variation

Any variation of this Contract must be in writing and signed by the parties.

5.15 Warranty

If the Particulars of Sale show that the Purchaser is an Owner Occupier Purchaser:

- (a) the Purchaser warrants to the Vendor that the Purchaser:
 - (i) as at the Day of Sale, intends to live in the Property as an owner occupier after settlement; and
 - (ii) did not receive independent advice from a legal practitioner before signing this Contract; and
- (b) the Purchaser indemnifies the Vendor against any costs, liability, loss or damage incurred or suffered directly or indirectly by the Vendor caused or contributed to by the Purchaser's breach of warranty referred to in this special condition.

6. Notices

6.1 Notices under this Contract

Any notice or other communication to or by a party to this Contract:

- (a) may be made or given by the solicitor for that party;
- (b) will be sufficiently served or delivered if:
 - (i) served or delivered personally;
 - (ii) posted by prepaid post; or
 - (iii) facsimiled,

addressed either to the party being served or their solicitor or conveyancer at the addresses set out in the Particulars of Sale or to any other address last notified by that party to the sender by notice given in accordance with this special condition; or

- (iv) served in any other manner authorised by the Supreme Court Rules for service of documents on parties or their solicitors;
- (c) is considered to be given by the sender and received by the addressee:
 - (i) if delivered in person, when delivered to the addressee;
 - (ii) if posted, on the next Business Day after posting; and
 - (iii) if sent by facsimile, on the date and time shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the addressee notified for the purposes of this special condition,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (addressee's time), it is taken to have been received at 9.00 am on the next Business Day.

6.2 Email notice for Date Settlement is Due

- (a) Despite special condition 6.1, a notice for the purpose of notifying the Purchaser of the Date Settlement is Due, as set out in the Particulars of Sale, may be given by email, as set out in special condition 6.2(b).
- (b) If a notice under special condition 6.2(a) is given by email, the notice:
 - (i) the body of the email must begin with the following words:

"This email is a formal notice to the Purchaser, which the Vendor's Legal Practitioner provides under special condition 6.2 (Email notice for Date Settlement is Due) of the Contract. This notice relates to the Date Settlement is Due as set out in the Particulars of Sale of the Contract; and

- (ii) the last line of the email must contain the following words:

"Signed by Justin Thomas Greening Lethlean who is duly authorised to sign this notice as the Vendor's Legal Practitioner on behalf of the Vendor"; and

- (iii) is deemed to be given by the sender and received by the addressee.

7. Identity of Land

7.1 Identity

The Purchaser acknowledges that the Land offered for sale and inspected by the Purchaser is identical to the Lot with the same number on the Plan when it is registered. If the Lots on the Plan are renumbered before the Plan is registered, the Purchaser acknowledges that the Land offered for sale is identical with the Lot on the Plan which occupies the same or approximately the same position as indicated on the Plan as being occupied by the Land set out in the Particulars of Sale.

7.2 No objection or requisition

The Purchaser must not make any requisition, objection, refuse to pay the Price or delay settlement because of:

- (a) any alleged misdescription of the Property or deficiency in its area or measurements;
- (b) any Building not being within the boundaries of the Land;
- (c) any minor variation between the size, shape, configuration or location of any storage Lots or car park Lots on the Plan as they are on the Day of Sale compared to when the Plan is registered;
- (d) renumbering of any Lot on the Plan;
- (e) any minor variations between the Property as inspected and the corresponding Lot on the Plan as registered; and
- (f) any variation to the construction or design of the Building as long as the variation does not materially affect the Property.

8. Condition of Property

8.1 Purchaser's warranty

The Purchaser warrants to the Vendor that the Purchaser had made its own enquiries concerning the Property and the matters relating to this Contract. In particular, the Purchaser warrants that the Purchaser:

- (a) buys the Property because of the Purchaser's own enquiries;
- (b) buys the Goods because of the Purchaser's own inspection and enquiries;

- (c) accepts the zoning and planning restrictions affecting the Property and how the Property may be used and developed including without limitation as set out under the Planning Permits;
- (d) accepts the terms of any easements and encumbrances affecting the Property;
- (e) is aware that this Contract sets out the whole agreement between the parties and the Purchaser warrants that it has not:
 - (i) relied on any information, statement, representation, warranty or undertaking made by or on behalf of the Vendor in relation to the subject matter of this Contract; nor
 - (ii) been induced to enter this Contract by any information, statement, representations, warranty or undertaking except any expressly included in this Contract.

8.2 Purchaser accepts restrictions

The Purchaser buys the Property subject to:

- (a) all relevant legislation;
- (b) any restrictions on its use or development under the *Planning and Environment Act 1987 (Vic)*, the Building Act, the Subdivision Act, the *Environment Protection Act 1970 (Vic)*, the Owners Corporations Act and any planning scheme, permit, building control or environmental control;
- (c) any registered or unregistered easement or encumbrance;
- (d) the presence of any Contaminant;
- (e) any easements, restrictions, leases or other arrangements which may arise on registration of the Plan;
- (f) the conditions of the Planning Permits, including without limitation condition 6 of town planning permit no. TP-2014-234 which requires that:
 - (i) the car park lots and storage lots be part lots together with other appropriate "prime" lots (being an apartment lots) on the Plan; or
 - (ii) a s173 agreement be registered on title to the Property to provide that the car park lots and storage lots on the Plan can only be owned and used for the approved purposes with a "prime" lot (being an apartment lot) on the Plan.
- (g) the Plan, including the lot entitlements and liabilities; and
- (h) the Rules of the Owners Corporation , including any Additional Rules made or changed from time to time.

8.3 Additional encumbrances

- (a) The Purchaser acknowledges that additional:
 - (i) easements, restrictions on use and positive covenants;

- (ii) leases, arrangements and agreements, including agreements under section 173 of the *Planning and Environment Act 1987 (Vic)*;
- (iii) rights and privileges; and
- (iv) land dedication,

(Additional Encumbrances) may be necessary or desirable for any Authority, the Owners Corporation or the Vendor to register the Plan.

- (b) The Vendor must notify the Purchaser of any Additional Encumbrances which:
 - (i) are required by any Authority; or
 - (ii) result in an amendment to the Plan.
- (c) Subject to the Sale of Land Act, the Purchaser buys the Property subject to the Additional Encumbrances which are or will be encumbrances on the title to the Property.
- (d) The Purchaser must, at its cost, do all things and sign all documents reasonably necessary to give effect to this special condition 8.3.

8.4 The Vendor may seek planning approvals

- (a) The Purchaser acknowledges that the Vendor may apply for a planning permit or an amendment to the relevant planning scheme concerning any use or proposal for the Development.
- (b) The Purchaser will not object to any application by the Vendor under this special condition 8.4.

8.5 No objection or requisition

The Purchaser must not make any requisition or objection, refuse to pay the Price or delay settlement because of any matter referred to in this special condition 8.

9. Air Space

9.1 The Vendor may not have rights to air space

The Purchaser acknowledges that the Vendor does not claim to have any rights to air space or any other area used by any part of a balcony, eave or other protrusion from the Building (**Protrusions**) if the Protrusion is built outside the Site.

9.2 The Vendor may enter arrangements regarding the Protrusions

The Vendor may enter into any arrangements with any third party regarding the Protrusions and the Purchaser buys the Property subject to those arrangements.

9.3 The Vendor may do things which affect air space

The Purchaser acknowledges that:

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

- (b) the Vendor may do works which affect air space above the Property;
- (c) those works may affect the light and air available to the Property or the Building;
and
- (d) the Purchaser only has the rights to light and air as set out in the Plan.

9.4 No objection or requisition

The Purchaser must not make any requisition or objection, refuse to pay the Price or delay settlement because of any matter referred to in this special condition 9.

10. No requisitions

The Purchaser is not entitled to serve the Vendor with requisitions on title.

11. Deposit

11.1 Meaning of words

Except where otherwise defined in this Contract, capitalised terms used in this special condition have the meanings given to them in the Legal Profession Act.

11.2 Payment

- (a) The Purchaser must pay the Deposit to the Vendor's Estate Agent or the Vendor's Legal Practitioner. The Deposit must be held by the Vendor's Legal Practitioner on trust for the Purchaser until the Plan is registered.
- (b) When the Plan is registered, the Deposit must be held by the Vendor's Legal Practitioner under section 24 of the Sale of Land Act.

11.3 Investment

By signing this Contract, the parties authorise the Vendor's Legal Practitioner to invest the Deposit in the joint names of the Vendor and the Purchaser. The Deposit must be invested in a Controlled Money Account which is an interest bearing trust account with an Approved ADI, in accordance with the Sale of Land Act and the Legal Profession Act.

11.4 Interest on deposit

The Vendor is entitled to the Net Interest on the Deposit unless the Purchaser is entitled to a refund of the Deposit. If this happens, the Purchaser is entitled to the Net Interest.

11.5 Purchaser's information

- (a) The Purchaser must give the Purchaser's:
 - (i) tax file number; and
 - (ii) if the Purchaser is a business entity, ABN,

(Purchaser's Information) to the Vendor's Legal Practitioner on signing this Contract.

- (b) If the Purchaser does not give the Purchaser's Information to the Vendor's Legal Practitioner, the Purchaser:
- (i) acknowledges that tax may be deducted from any interest to which the Purchaser is entitled; and
 - (ii) indemnifies the Vendor against any loss, damage, cost, expense, claim or demand that may be brought against the Vendor or which the Vendor may pay, sustain or incur in relation to any tax payable because of the Purchaser's failure to give the Purchaser's Information to the Vendor's Legal Practitioner.

11.6 Disbursement of Deposit

By signing this Contract, the parties authorise and direct the Vendor's Legal Practitioner to disburse the Deposit in accordance with this Contract, the Sale of Land Act and the Legal Profession Act.

11.7 Release

The Purchaser releases the Vendor and the Vendor's Legal Practitioner from any claim concerning the investment of the Deposit and any tax payable on any interest on the Deposit, unless arising through some wrongful act or omission of the Vendor.

12. Bank Guarantee

12.1 Deposit secured by Bank Guarantee

If the Vendor agrees, the Purchaser may secure the Bank Guarantee Amount with a Bank Guarantee. The Purchaser must deliver the Bank Guarantee to the Vendor's Legal Practitioner within 14 Business Days of the Day of Sale. The Bank Guarantee must be held in secure custody by the Vendor's Legal Practitioner.

12.2 Payment on settlement

At settlement, the Purchaser must pay the Bank Guarantee Amount to the Vendor under special condition 14.

12.3 Details of the Bank Guarantee

If the Bank Guarantee is in the name of the Vendor, the Purchaser must make sure that the Bank Guarantee contains an acknowledgement from the Bank that:

- (a) the Bank Guarantee may only be called on by the Vendor's Legal Practitioner;
- (b) the Vendor has no right to call on the Bank Guarantee; and
- (c) any proceeds paid under the Bank Guarantee must be applied in accordance with this Contract.

12.4 Extension of Bank Guarantee

Where the Vendor has accepted a Bank Guarantee with an expiry date (the Purchaser acknowledging that the Vendor is not obliged to do so):

- (a) if the term of the Bank Guarantee will expire on or before the Date Settlement is Due the Purchaser must:
 - (i) pay the Bank Guarantee Amount to the Vendor's Legal Practitioner by bank cheque to be held in accordance with special condition 11; or
 - (ii) extend or replace the Bank Guarantee,
 - at least 28 days before the Bank Guarantee expires;
- (b) the replacement or extended Bank Guarantee must expire:
 - (i) after the Date Settlement is Due; or
 - (ii) if the Date Settlement is Due is not known, 12 months after the date it is replaced or extended. If the new expiry date will expire before the Date Settlement is Due, the Purchaser must provide further replacement or extended Bank Guarantees under this special condition as the Vendor requires;
- (c) the replacement or extended Bank Guarantee must be delivered to the Vendor's Legal Practitioner at least 14 days before the Bank Guarantee expires; and
- (d) if the Purchaser does not comply with this special condition 12.4 (time being of the essence), the Vendor's Legal Practitioner may call on the Bank Guarantee and apply the proceeds under special condition 11.

12.5 Rescission of the Contract

If:

- (a) the Purchaser defaults under this Contract; and
- (b) the Vendor rescinds this Contract; and
- (c) the Plan has been registered,

the Vendor's Legal Practitioner may call on the Bank Guarantee and the proceeds will be distributed as follows:

- (a) if the Deposit is wholly secured by the Bank Guarantee the Vendor may retain:
 - (i) 10% of the Price;
 - (ii) any interest and costs payable under this Contract; and
 - (iii) all reasonable costs incurred by the Vendor because of the Purchaser's default.

The Vendor's Legal Practitioner will refund any excess to the Purchaser;

- (b) if the Deposit is partly secured by the Bank Guarantee the Vendor may retain:
 - (i) 10% of the Price, less the amount paid in cash or by cheque;
 - (ii) any interest and costs payable under this Contract; and

- (iii) all reasonable costs incurred by the Vendor because of the Purchaser's default.

The Vendor's Legal Practitioner will refund any excess to the Purchaser.

12.6 Return of Bank Guarantee

The Vendor's Legal Practitioner must return the Bank Guarantee to the Purchaser if the Purchaser:

- (a) pays the Bank Guarantee Amount, the balance of the Price and any other money payable by the Purchaser under this Contract; or
- (b) is entitled to a refund of the Deposit.

12.7 Substitute purchaser

If the Purchaser nominates a substitute purchaser, the Bank Guarantee remains in effect.

12.8 Bank Guarantee unenforceable

If the Bank Guarantee is unenforceable, the Purchaser must replace the Bank Guarantee or pay the Bank Guarantee Amount in cash or by cheque to the Vendor's Legal Practitioner within 7 Business Days of becoming aware that the Bank Guarantee can not be enforced. The Vendor's Legal Practitioner must apply the proceeds under special condition 11. If the Purchaser does not comply with this special condition 12.8 (time being of the essence), the Vendor may rescind this Contract.

13. Delivery of Transfer

13.1 Time for delivery

The Purchaser must deliver the Transfer to the Vendor's Legal Practitioner at least 5 Business Days before the Date Settlement is Due.

13.2 Completion of Transfer

- (a) The Purchaser must prepare the Transfer and include the following sealing clause for the Vendor, unless the Vendor notifies the Purchaser otherwise:

Executed by Hengyi Australia Pty Ltd ACN)
 146 702 687 by being signed by those persons)
 who are authorised to sign for the company.)
)

.....
Director

.....
Director/Secretary

.....
Full name (please print)

.....
Full name (please print)

.....
Usual residential address

.....
Usual residential address

- (b) The Purchaser must make sure that, before it is delivered to the Vendor's Legal Practitioner, the Transfer is properly completed and executed by the Purchaser.

13.3 Late delivery

If the Purchaser does not comply with special condition 13.1:

- (a) the Vendor is not obliged to settle this Contract until 5 Business Days after the date on which the Purchaser delivers the Transfer to the Vendor's Legal Practitioner; and
- (b) the Purchaser must pay interest under special condition 17 calculated from and including the Date Settlement is Due to and including the date settlement occurs.

14. Settlement

14.1 Time for settlement

- (a) The Purchaser must settle before 3.00pm on the Date Settlement is Due.
- (b) If the Purchaser:
- (i) does not comply with special condition 14.1(a); or
 - (ii) does not settle before 3.00pm on any other later date on which settlement is scheduled,

then the Purchaser is taken to be in default in payment of the Balance.

14.2 Place for settlement

Settlement must take place at the offices of the Vendor's Legal Practitioner or at any other place they nominate.

14.3 Method of payment

At settlement, the Purchaser must pay all money to the Vendor by unendorsed Bank cheques or as the Vendor directs in writing. If the Vendor requires payment by unendorsed Bank cheques, the cheques must be issued by a Bank carrying on business in Victoria and must be made in favour of the Vendor, the Vendor's Legal Practitioner or as either of them directs in writing.

14.4 Delivery of keys

The Purchaser acknowledges that the Vendor:

- (a) may not physically have the keys for the Property available at settlement; and

- (b) may determine the time and location for delivery of the keys to the Purchaser. The Vendor must act reasonably in making this determination.

14.5 Pre-settlement inspection

- (a) The Purchaser may inspect the condition of the Property before the Date Settlement is Due by making an inspection appointment with the Vendor's Agent.
- (b) The Vendor retains the right to:
 - (i) set the time and date of the Purchaser's inspection appointment;
 - (ii) limit the duration of an inspection appointment; and
 - (iii) limit the number of people attending an inspection appointment.
- (c) The Purchaser is entitled to only one inspection of the Property before the Date Settlement is Due.

14.6 No objection or requisition

The Purchaser must not make any objection or requisition, refuse to pay the Price or delay settlement because of any matter referred to in this special condition.

15. Goods

The Purchaser obtains ownership of the Goods on paying the Price.

16. Nomination

16.1 Nomination

The Purchaser may nominate an additional or substitute purchaser if:

- (a) the Purchaser is not in breach of this Contract;
- (b) at least 10 Business Days before the Date Settlement is Due the Purchaser delivers to the Vendor's Legal Practitioner:
 - (i) a signed notice nominating an additional or substitute purchaser; and
 - (ii) if the additional or substitute purchaser includes a corporation, a guarantee signed by the directors and any ultimate holding company of that corporation (as defined in the Corporations Act) in the form of the Guarantee; and
- (c) the additional or substitute purchaser is not required to give notice of its intention to purchase the Property under section 26A of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*.

16.2 Purchaser's liability

- (a) The Purchaser remains liable under this Contract even if the Purchaser nominates an additional or substituted purchaser.

- (b) The Purchaser indemnifies the Vendor against any claim, action, loss, damage, liability or cost that may be brought against the Vendor or which the Vendor may pay, sustain or incur in respect of any matter (including duty) arising from a nomination under this special condition 16.

17. Default interest

17.1 Interest on default

If the Purchaser defaults in payment of money owed under this Contract, the Purchaser must pay the Vendor interest at the rate of 4% higher than the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983 (Vic)*.

17.2 Interest calculation

The interest must be calculated on the amount owed for the period of the default and accrue daily.

17.3 When is interest payable?

The Purchaser must pay any interest due under this special condition on the earlier of:

- (a) the Date Settlement is Due; or
- (b) the date the Vendor demands payment.

18. Purchaser's Indemnity

The Purchaser indemnifies the Vendor against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Vendor or which the Vendor may pay, sustain or incur as a direct or indirect result of any one or more of the following:

- (a) breach or non-performance of this Contract by the Purchaser;
- (b) breach of warranty under this Contract by the Purchaser; or
- (c) any act or omission that occurs after settlement concerning the Property and the Goods except a wrongful act or omission of the Vendor.

19. Goods and Services Tax

19.1 Application

This special condition applies to supplies under this contract of sale that are Taxable Supplies under the GST Act.

19.2 Definitions

In this special condition:

the expressions **GST**, **Input Tax Credit**, **Margin Scheme**, **Supply**, **Recipient**, **Taxable Supply** and **Tax Invoice** have the meanings given to those expressions in the GST Act.

Chattels Sum means the agreed value of the chattels supplied expressed as a GST inclusive amount, being the portion of the Price allocated in this contract of sale to any chattels and specified in the particulars of sale;

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

Property means the real property specified in the particulars of sale;

Property Price means the GST inclusive Price of the Property less the GST inclusive price of the Chattels Sum;

Price means the GST inclusive amount specified in the particulars of sale as the Price and is the aggregate of the Chattels Sum and the Property Price; and

Supplier means any party treated by the GST Act as making a Supply under this contract of sale.

19.3 No application of margin scheme

The Vendor and the Purchaser agree that they will not apply the Margin Scheme to the Supply of the Property made under this Contract of Sale.

19.4 Reimbursement of expenses

If this contract of sale requires a party (the **First Party**) to pay for, reimburse, set off or contribute to any expense, loss or outgoing (**Reimbursable Expense**) suffered or incurred by the other party (the **Other Party**), the amount required to be paid, reimbursed, set off or contributed by the First Party will be the sum of:

- (a) the amount of the Reimbursable Expense net of any Input Tax Credits to which the Other Party is entitled in respect of the Reimbursable Expense (**Net Amount**); and
- (b) if the Other Party's recovery from the First Party is a Taxable Supply, any GST payable in respect of that Supply,

such that after the Other Party meets the GST liability, it retains the Net Amount.

20. Guarantee and Indemnity

20.1 Corporate purchaser Guarantee

If the Purchaser is or includes a corporation (within the meaning of the Corporations Act) that is not listed on ASX Limited ACN 008 624 691, the Purchaser must on the Day of Sale:

- (a) have a Guarantee executed by that corporation's directors; and
- (b) deliver each properly completed, executed and appropriately stamped Guarantee to the Vendor.

20.2 If the Purchaser does not comply

If the Purchaser does not comply with special condition 20.1, the Vendor may end this Contract under General Conditions 27 and 28.

21. Purchaser buying in unequal shares

21.1 More than 1 Purchaser

If there is more than 1 Purchaser, the Purchaser must ensure that this Contract records the proportions in which each Purchaser is buying the Property (**Purchaser's Interest Proportions**). The Purchaser must do this on the Day of Sale.

21.2 Proportions in the Transfer

If the proportions recorded in the Transfer are different from the Purchaser's Interest Proportions stated in this Contract, the Purchaser must pay any additional duty which is assessed as a result.

21.3 Indemnity

The Purchaser indemnifies the Vendor against any loss, damage, cost, expense, claim or demand that may be brought against the Vendor or which the Vendor may pay, sustain or incur in relation to any duty payable because of the Purchaser's Interest Proportions in this Contract or the proportions stated in the Transfer.

22. National Rental Affordability Scheme

22.1 NRAS approved participant

The Purchaser acknowledges and agrees that:

- (a) the Vendor is seeking to secure the services of an NRAS Approved Participant with allocations of NRAS Incentives to apply to parts of the Development; and
- (b) the Vendor is not an NRAS Approved Participant nor will it be applying to become an NRAS Approved Participant.

22.2 Purchaser's acknowledgement

The Purchaser acknowledges and agrees that:

- (a) the Property is not offered for sale or sold under NRAS and the Purchaser is not entitled to seek or apply for NRAS;
- (b) part of the Building may be sold with NRAS Incentives and occupied under NRAS;
- (c) the Vendor will not be under any liability to the Purchaser or its successors in title and tenants, in respect of any claims, demands, actions, proceedings, losses, costs, expenses and damages arising directly or indirectly by the Purchaser from the sale or occupation of any Lot under NRAS and the Purchaser forever releases the Vendor against any such claims, demands, actions, proceedings, losses, costs, expenses and damages; and
- (d) the Purchaser must not rescind this Contract, make any objection, requisition, refuse to pay the Price or delay settlement because of any matter contained in this special condition 22.

23. The Vendor may assign this Contract

23.1 Vendor's right to assign

The Vendor may:

- (a) assign the Vendor's rights under this Contract or in the Land to another party; and
- (b) mortgage, encumber or otherwise deal with its rights and interests under this Contract or in the Land.

23.2 Purchaser's continuing obligations

If the Vendor assigns the Vendor's rights under this Contract or in the Land to another party, on receipt of notice of the assignment from the Vendor, the Purchaser must perform the Purchaser's obligations under this Contract in favour of the other party.

23.3 Assignment of Bank Guarantee

If the Vendor assigns the Vendor's rights under this Contract or in the Land to another party, the Purchaser must, at the Vendor's reasonable cost, do whatever is reasonably necessary to give the other party the benefit of any Bank Guarantee. This includes the Purchaser providing:

- (a) any necessary consent to allow a transfer of any Bank Guarantee to the other party; or
- (b) a replacement Bank Guarantee in the name of the other party, as directed by the Vendor.

24. Outgoings

24.1 Statement of Adjustments

Unless the Vendor has given the Purchaser the notice under special condition 24.4, the Purchaser must prepare and deliver a Statement of Adjustments of the Outgoings to the Vendor's Legal Practitioner at least 5 Business Days before the Date Settlement is Due.

24.2 Late delivery

If the Purchaser does not comply with special condition 24.1:

- (a) the Vendor is not obliged to settle this Contract until 5 Business Days after the date on which the Purchaser delivers the Statement of Adjustments to the Vendor's Legal Practitioner; and
- (b) the Purchaser must pay interest under special condition 17 calculated from and including the Date Settlement is Due to and including the date settlement occurs.

24.3 Outgoings not separately assessed

- (a) If a separate assessment for an Outgoing has not issued for the Property by the Date Settlement is Due, that Outgoing must be apportioned to the Property by using this formula:

$$A = \frac{B \times C}{D}$$

where:

"A" means the amount to be adjusted between the parties;

"B" means the amount of the Outgoing;

(i) where the Property is part of a subdivision with common property:

"C" means the lot liability of the Property; and

"D" means the lot liability of all Lots to which the Outgoing relates; or

(ii) where the Property is part of a subdivision with no common property:

"C" means the area of the Property; and

"D" means the total area of the land to which the Outgoing relates.

(b) If land tax is payable under the *Land Tax Act 2005 (Vic)* as at midnight on 31 December of the calendar year ending before the Date Settlement is Due (**Land Tax Assessment**), land tax will be adjusted by using this formula:

$$A = \frac{B \times C}{D}$$

where:

"A" means the amount to be adjusted between the parties;

"B" means the amount of the land tax payable under the Land Tax Assessment;

"C" means the area of the Property; and

"D" means the total area of the land assessed in the Land Tax Assessment.

24.4 Vendor may prepare Statement of Adjustments

(a) The Purchaser accepts that the Vendor may choose to prepare a Statement of Adjustments. If the Vendor chooses to prepare the Statement of Adjustments, the Vendor must notify the Purchaser to this effect at least 10 Business Days before the Date Settlement is Due.

(b) If the Vendor prepares a Statement of Adjustments:

(i) the Vendor will forward the Statement of Adjustments to the Purchaser or the Purchaser's Legal Practitioner at least 2 Business Days before the Date Settlement is Due; and

(ii) if the Purchaser does not object to the Statement of Adjustments before the Date Settlement is Due, the parties must settle this Contract on the basis of the Statement of Adjustments.

- (c) Unless the Purchaser has notified the Vendor of an objection to the Statement of Adjustments on time, any error discovered in the Statement of Adjustments may only be fixed after settlement.
- (d) The Purchaser must not rescind this Contract, make any objection, requisition, claim compensation or damages, refuse to pay the Price or delay settlement because of any error in the Statement of Adjustments.

25. Privacy

25.1 Collection of Personal Information

The Purchaser acknowledges that while negotiating, entering into and performing this Contract, the Vendor will collect Personal Information about the Purchaser.

25.2 Disclosure of Personal Information

The Purchaser consents to the Vendor collecting, using and disclosing Personal Information about the Purchaser to:

- (a) allow the Vendor to comply with the Vendor's obligations under this Contract; or
- (b) enable the Vendor's contractors, for example, the Builder, engineers or architects, to do works which affect the Property.

26. Subdivision

26.1 Registration of the Plan

The Vendor must at its own expense use all reasonable endeavours to have the Plan:

- (a) certified by the Council or endorsed with a statement of compliance, as required by the Subdivision Act; and
- (b) registered by the Registrar under Part 4 of the Subdivision Act.

26.2 Changes to the Plan

- (a) If the Council, the Registrar or any Authority requires a change to the Plan which, in the Vendor's reasonable opinion, is onerous, the Vendor may end this Contract by giving the Purchaser notice within 7 Business Days of the Vendor becoming aware of the requirement. The Deposit and Net Interest must be refunded to the Purchaser and neither party will have any further liability to the other under this Contract.
- (b) If the Vendor does not end this Contract under special condition 26.2(a), the Vendor must inform the Purchaser of the required changes within 14 Business Days of the Vendor becoming aware of the requirement.

26.3 Material changes to the Plan

If the Vendor makes a change to the Plan before it is registered and the change:

- (a) is required by the Vendor, the Council, the Registrar or any Authority; and

- (b) materially affects the Property,

the Purchaser may end this Contract by giving notice to the Vendor within 14 days of being notified of the change by the Vendor. The Deposit and Net Interest must be refunded to the Purchaser and neither party will have any further liability to the other under this Contract.

26.4 Minor changes to the Plan

- (a) The Vendor may make the following changes to the Plan:
- (i) minor changes to comply with any requirement of any Authority, the Registrar or the Council;
 - (ii) changes to the number, size, shape, configuration, location or lot entitlement or lot liability of any Lot;
 - (iii) changes to the Common Property or the Additional Rules;
 - (iv) changes to allow a consolidation or merger with, or the development of, an adjoining property; and
 - (v) any other minor changes which the Vendor reasonably believes are necessary.
- (b) If the Vendor asks, the Purchaser must promptly sign any document which the Vendor reasonably requires to make any changes to the Plan under special condition 26.4(a).
- (c) The Purchaser must not rescind this Contract if the Plan is changed under this special condition and must not make any objection, requisition, refuse to pay the Price or delay settlement because the Plan as finally registered is different from the Plan.

26.5 No caveat or other dealing

- (a) The Purchaser must not lodge a caveat over the Site or any part of the Site.
- (b) If the Purchaser breaches special condition 26.5(a), the Purchaser must pay on demand the amount advised by the Vendor as the damages suffered by the Vendor up to the date the caveat is withdrawn.
- (c) The Purchaser appoints the Vendor and the Vendor's Legal Practitioner severally as the Purchaser's attorney for the purpose of withdrawing any caveat or signing a withdrawal of caveat, on these terms:
- (i) an appointment under this special condition 26.5(c) is not affected by the rescission or other ending of this Contract;
 - (ii) a statutory declaration of the Vendor that the rights of the Vendor under this special condition 26.5(c) are exercisable will be conclusive proof of the Vendor's and the Vendor's Legal Practitioner's correct appointment; and
 - (iii) the Purchaser must ratify anything lawfully done under this special condition 26.5(c) by the Vendor and the Vendor's Legal Practitioner acting as the Purchaser's attorney.

- (d) The Purchaser must not sell, mortgage or otherwise deal with the Property or the Purchaser's interest under this Contract prior to settlement without the prior written consent of the Vendor.
- (e) The Purchaser indemnifies the Vendor against all claims, demands, actions, costs, judgements and expenses that may be brought against the Vendor or which the Vendor may pay, sustain or incur if the Purchaser fails to comply with this special condition 26.5.

26.6 Time for registration of the Plan

If the Plan is not registered by the Registrar before the Latest Date for Registration, either party may end this Contract before the Plan is registered by giving notice to the other party. The Deposit and Net Interest must be refunded to the Purchaser and neither party will have any further liability to the other under this Contract.

26.7 Staged development

- (a) The Purchaser accepts that the Vendor may subdivide the Development in stages as contemplated by section 37 of the Subdivision Act and the regulations under the Subdivision Act.
- (b) A plan of subdivision for a subsequent stage may:
 - (i) create, remove or change lots in that stage;
 - (ii) create an owners corporation and common property;
 - (iii) create, remove or change an easement or restriction in that stage;
 - (iv) dedicate land for roads or reservations; or
 - (v) change a plan for an earlier stage by:
 - (A) adding to the membership of an owners corporation;
 - (B) adding or removing common property;
 - (C) subject to the Subdivision Act and the Owners Corporations Act, changing lot entitlements or lot liabilities; or
 - (D) showing land on that plan as being benefited by an easement or restriction created over the land in the plan for the subsequent stage.
- (c) The Vendor may:
 - (i) consolidate any or all stages into one plan of subdivision;
 - (ii) proceed with a plan of subdivision for a later stage before an earlier stage. This includes preparing the plan for the later stage, applying for planning approval and lodging it for registration;
 - (iii) proceed with a plan of subdivision for all or part of the Development before proceeding with the Plan. This includes preparing a plan, applying for

planning approval and lodging for registration any plan for all or part of the Development;

- (iv) choose not to proceed with any later stage;
 - (v) sell any part of the land in the Plan;
 - (vi) remove any land from the Plan or a plan of subdivision for a later stage; and
 - (vii) sell any part of or all of the land in a plan of subdivision for a later stage, whether or not the Vendor proceeds with a plan of subdivision for that later stage.
- (d) If the Vendor subdivides the Development in stages:
- (i) the Purchaser accepts that construction and other works may be required including:
 - (A) use of construction plant;
 - (B) earthworks;
 - (C) display of signs;
 - (D) use of the Common Property; and
 - (E) changes to Development entry points,
 and that these works may produce dust, noise or other discomforts;
 - (ii) the Vendor must use all reasonable endeavours to make sure its builders and contractors minimise the effect on the Purchaser's occupation of the Property.
- (e) The Purchaser must not rescind this Contract, make any objection, requisition, refuse to pay the Price or delay settlement because of any matter contained in this special condition 26.7.

27. Owners Corporation

27.1 Changes to the Rules

The Vendor may allow changes to the Rules to:

- (a) comply with the requirements of any Authority;
- (b) allow services to the Property, the Site or the Building; and
- (c) provide for any matter which the Vendor considers to be reasonably necessary for the proper management of the Property or the Owners Corporation .

27.2 The Vendor is not bound by the Rules

- (a) While the Vendor is a member of the Owners Corporation, the Purchaser acknowledges that the Rules do not apply to the Vendor to the extent that they

would interfere with completion of any building works or completion of the Development.

- (b) The Purchaser must allow the Vendor, or vote at any meeting of the Owners Corporation to allow the Vendor, to complete any building works or the Development. This includes allowing the Vendor to:
 - (i) erect fences, barriers or signs;
 - (ii) take possession of any part of the Common Property; and
 - (iii) use all rights of way, and entry and exit points to the Development.

27.3 The Vendor may enter service agreements

The Purchaser acknowledges that the Vendor or the Owners Corporation may agree to purchase electricity, water, communications or other services for the Building or the Common Property. Any costs incurred for the supply of those services may be part of the Owners Corporation fees.

27.4 Owners Corporation fees

At the first meeting of the Owners Corporation, the Vendor may vote to levy Owners Corporation fees for up to the following 12 month period. Any fees set by the Owners Corporation must be adjusted at settlement under special condition 24.

27.5 Voting at Owners Corporation meetings

While the Vendor is a member of the Owners Corporation, then for 2 years after settlement the Purchaser must:

- (a) vote at any meeting or committee of the Owners Corporation to sign or accept any document to allow the Vendor to register any plan for a subsequent stage, complete the Building and to exercise any of the Vendor's rights under this Contract;
- (b) not do anything which would prevent the Vendor from registering any plan for a subsequent stage, completing the Building or exercising any of the Vendor's rights under this Contract; and
- (c) not change or add to or allow the Owners Corporation to change or add to the Rules without the Vendor's consent.

27.6 Owners Corporation insurance and other matters

On registration of the Plan, the Vendor will arrange for the Owners Corporation to:

- (a) take out insurance as required by the Subdivision Act. The insurance must remain in place until the earlier of:
 - (i) 6 months after registration of the Plan; or
 - (ii) the first meeting of the Owners Corporation ;

- (b) appoint a managing agent for the Owners Corporation on terms acceptable to the Vendor;
- (c) enter into any agreement contemplated under special conditions 8.3 and 8.4; and
- (d) adopt the Rules.

27.7 Owners Corporation certificate

- (a) Once the plan is registered, the Purchaser may request the Vendor to provide an Owners Corporation certificate under section 151 of the Owners Corporations Act.
- (b) The Purchaser must pay the prescribed fee charged by the Owners Corporation for providing an Owners Corporation certificate.
- (c) The Owners Corporation certificate must contain the prescribed information required by section 151(4)(a) of the Owners Corporations Act and regulation 11 of the Owners Corporation Regulations 2007.
- (d) The Owners Corporation certificate must have attached to it the items required by section 151(4)(b) of the Owners Corporations Act.

28. Building Works

28.1 Major Domestic Building Contract

- (a) The Purchaser acknowledges that:
 - (i) this Contract is not a Major Domestic Building Contract; and
 - (ii) the Vendor has no personal obligation to carry out, arrange or manage the Works.
- (b) If this Contract is found to be a Major Domestic Building Contract, the Purchaser must join the Vendor to change this Contract so that this Contract is not a Major Domestic Building Contract.
- (c) The Vendor has entered into or will enter into a Major Domestic Building Contract with a Builder for the Works (**Building Contract**).

28.2 Defects

- (a) The Vendor will make sure that the Building Contract requires the Builder, at its expense, to:
 - (i) repair and make good any defects in the Property or Common Property;
 - (ii) which are caused by faulty materials or workmanship;
 - (iii) in a proper and workmanlike manner and within a reasonable time,so long as they are notified to the Builder within the Defect Rectification Period.
- (b) To allow this to happen, the Purchaser must give:

- (i) the Vendor notice of any defects before the end of the Defect Rectification Period; and
 - (ii) the Vendor and the Builder access to the Property at all reasonable times.
- (c) If the defect is repaired or made good to the Vendor's architect's satisfaction, the Vendor's obligations under this special condition 28.2 are discharged.
- (d) The Purchaser must not rescind this Contract, make any objection, requisition, refuse to pay the Price or delay settlement because of defects in the Works or any matter contained in this special condition.

28.3 Minor changes to the Plans and Specifications

- (a) The Purchaser accepts that the Vendor or the Builder may make minor changes to the Plans and Specifications. Changes may include any:
- (i) required to comply with Council requirements or the requirements of any law;
 - (ii) considered reasonable to comply with the Site conditions; and
 - (iii) substituting fixtures, fittings or finishes in the Plans and Specifications with items of similar quality.
- (b) The Purchaser must not rescind this Contract, make any objection, requisition, refuse payment or delay settlement because of any matter contained in this special condition 28.3.

28.4 Material changes to the Plans and Specifications

- (a) The Vendor must notify the Purchaser within a reasonable time of any changes to the Plans and Specifications which, in the Vendor's opinion, materially affect the Property.
- (b) The Purchaser may end this Contract by notice to the Vendor within 10 Business Days of being notified of the change by the Vendor. The Deposit and Net Interest must be refunded to the Purchaser and neither party will have any further liability to the other under this Contract.

28.5 Completion of the Works

The issue of the Occupancy Permit is conclusive evidence that the Works have been completed and the Vendor has complied with the Vendor's obligations under this special condition 28. This is subject to special condition 28.2 regarding defects.

28.6 Insurance details

At settlement the Vendor will give the Purchaser:

- (a) the name and address of the Builder; and
- (b) details of any insurance held by the Builder and which apply to the Property.

28.7 Warranties on fixtures

When the Defect Rectification Period ends, the Vendor will use reasonable endeavours to transfer to the Purchaser any warranties for any fixtures.

28.8 Connection of services

The Purchaser accepts that the Vendor is not obliged to connect services to the Property. If the Vendor connects services to the Property, the Purchaser must reimburse any connection fees paid by the Vendor at settlement.

28.9 Time for completion of the Property

If an Occupancy Permit has not issued for the Property on or before the Latest Date for Completion, either party may end this Contract before the Occupancy Permit is issued by giving notice to the other party. The Deposit and Net Interest must be refunded to the Purchaser and neither party will have any further liability to the other under this Contract.

28.10 Works not proceeding

The Vendor may, at any time before the Works begin, notify the Purchaser that the Works are not going ahead and that the Vendor ends the Contract. The Deposit and Net Interest must be refunded to the Purchaser and neither party will have any further liability to the other under this Contract.

28.11 Purchaser's warranty

The Purchaser warrants that it has inspected the Plans and Specifications and is satisfied with their content. The Purchaser must not rescind this Contract, make any objection, requisition, refuse to pay the Price or delay settlement because of any matter contained in this special condition 28.

28.12 Works to natural surface of the Land

- (a) The Purchaser accepts that there may be works that will affect the natural surface of the Land. The details of these works are contained in the Plans and Specifications and the Plan.
- (b) The Purchaser must not rescind this Contract, make any objection, requisition, refuse to pay the Price or delay settlement because of any matter contained in this special condition 28.12.

28.13 Works to other properties

- (a) The Purchaser acknowledges that:
 - (i) works to other Lots or Common Property may not be completed by the date settlement occurs;
 - (ii) the Vendor may continue with works on other Lots or Common Property after the date settlement occurs; and
 - (iii) there may be dust or noise or other discomfort which may arise from the works set out in this special condition 28.13.

- (b) The Purchaser must not rescind this Contract, make any objection, requisition, refuse to pay the Price or delay settlement because of any matter contained in this special condition 28.

29. Resolving Disputes

29.1 No legal proceedings unless the parties have tried resolving the Dispute

- (a) A party must not start court or arbitration proceedings over a Dispute unless that party has complied with this special condition 29.
- (b) Special condition 29.1(a) does not prevent a party from seeking urgent interlocutory relief.

29.2 What happens if there is a Dispute?

- (a) If there is a Dispute, either party may serve a Dispute Notice on the other party no later than 30 Business Days after settlement.
- (b) The parties must meet and try in good faith to resolve the Dispute within 7 Business Days of the issue of a Dispute Notice.

29.3 What happens if the parties cannot resolve a Dispute?

- (a) If the parties cannot resolve the Dispute in time, the parties must try in good faith to agree on an Expert to decide the Dispute for them.
- (b) If the parties cannot agree on an Expert within a further 7 Business Days, either party may ask the Chairman of the Institute of Arbitrators Australia (Victorian Chapter) or their nominee to choose an Expert.

29.4 The Expert's decision

- (a) The Expert must:
 - (i) give written reasons for their decision;
 - (ii) act as an expert and not as an arbitrator; and
 - (iii) make their determination promptly.
- (b) The Expert's decision is final and binds the parties.
- (c) If the appointed Expert does not give a decision under special condition 29.4(a), another Expert must be chosen under special condition 29.3.

29.5 The Expert's fees

Each party must pay half of the Expert's costs.

29.6 No delay in settlement

Despite anything in this special condition 29, the parties have no right to delay settlement or withhold any money payable under this Contract pending the determination of any unresolved Dispute.

30. Duty concession

30.1 Meaning of words

In this special condition **Non-deductible Costs** means costs included in the Price and which are not integral to the physical construction or refurbishment of the Building, as estimated by the Vendor.

30.2 Allocation of Price

The parties agree that the Price is the aggregate of the Estimated Land Value, the estimated construction costs and any Non-deductible Costs.

30.3 Amounts are estimates only

The Purchaser accepts that the Estimated Land Value, the estimated construction costs and the Non-deductible Costs are estimates only. The Vendor cannot determine the actual construction costs and non-deductible costs until the Works are completed and the Vendor may revise the Estimated Land Value, the estimated construction costs and the Non-deductible Costs at any time. The total of the Estimated Land Value, the estimated construction costs and the Non-deductible Costs must not exceed the Price.

30.4 No Vendor warranties

The Vendor makes no warranty about the duty payable on the Transfer or the availability of any building allowances or depreciation under the *Income Tax Assessment Act 1997 (Cth)* or otherwise.

30.5 Purchaser's acknowledgements

The Purchaser acknowledges that:

- (a) the Vendor has not made any warranty as to any duty or registration fees which may be payable concerning the Property or any matter in this Contract;
- (b) the Purchaser has made its own independent enquiries on all duty matters and does not rely on anything stated by or on behalf of the Vendor; and
- (c) the Purchaser is liable for all duty payable on the Transfer.

30.6 Purchaser's indemnity

The Purchaser indemnifies the Vendor against all liabilities, claims, proceedings or penalties relating to any duty payable concerning this Contract, any substitute contract of sale, any transfer or any other matter under this special condition 30.

31. Serviced apartments

31.1 Use of Building

The Purchaser acknowledges and agrees that:

- (a) part of the Building may be used and occupied as serviced apartments;

- (b) the Vendor will not be under any liability to the Purchaser or its successors in title and tenants, in respect of any claims, demands, actions, proceedings, losses, costs, expenses and damages arising directly or indirectly by the Purchaser from the use and occupation of any Lot as a serviced apartment and the Purchaser forever releases the Vendor against any such claims, demands, actions, proceedings, losses, costs, expenses and damages; and
- (c) the Purchaser must not rescind this Contract, make any objection, requisition, refuse to pay the Price or delay settlement because of any matter contained in this special condition 31.

31.2 Purchaser's lot must not be used as a serviced apartment

- (a) Subject to special condition 31.2(b), the Purchaser acknowledges and agrees that the Property must not be used or occupied as a serviced apartment.
- (b) The Purchaser may offer and enter into any agreements with Wyndham Vacation Resorts Asia Pacific Pty Ltd ACN 090 083 613 and any of its related entities, successors or assignees for the use and occupation of the Property as a serviced apartment.
- (c) The Purchaser and the Vendor agree that the Transfer must include a Restrictive Covenant as follows:

"The transferee, on behalf of the transferee and the transferee's heirs, executors, administrators and transferees, with the intention that the benefit of the covenant shall be annexed to and run at law and in equity with the whole and each part of the Benefit Land and that the burden of this covenant shall be annexed to and run at law and in equity with the Apartment, covenants with the transferor and with the registered proprietor or proprietors for the time being of the Benefit Land and each part of it, that the transferee, and the transferee's heirs, executors, administrators and transferees shall not at any time except if offered to or relating to an agreement with Wyndham Vacation Resorts Asia Pacific Pty Ltd ACN 090 083 613 and any of its related entities, successors or assignees:

- (i) use the Apartment, or permit the Apartment to be used, as a serviced apartment or for residential hotel accommodation;
- (ii) use the Apartment, or permit the Apartment to be used, in the operation of a serviced apartment scheme, residential hotel, or similar business;
- (iii) permit the Apartment to be occupied by any person other than:
 - (A) the registered proprietor;
 - (B) a family member of the registered proprietor; or
 - (C) a bona fide non-commercial guest of the registered proprietor,
 for a Restricted Stay; or
- (iv) enter into an Occupation Agreement under which one or more people may be granted the right to occupy the Apartment for a Restricted Stay.

In this covenant:

Apartment means the land transferred by this Transfer of Land;

Benefit Land means all of the Lots on the Plan other than the Apartment;

Lots means lots on the Plan;

Occupation Agreement means an arrangement or agreement (including a lease, licence or management agreement) giving any person the right to occupy the Apartment or to allow others to occupy the Apartment;

Plan means Plan of Subdivision PS648185V; and

Restricted Stay means a stay that is scheduled to end less than 2 weeks after it commences, but does not include a period of overholding under a lease that was granted for an initial term of 6 months or more."

32. Foreign Investment Review Board

32.1 Meaning of words

In this special condition:

FAT Act means the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*;

FIRB means the Treasurer of the Commonwealth of Australia;

FIRB Approval means a notice given by FIRB under the FAT Act confirming FIRB has no objection to, or consents or approves of, the sale of not more than 50% of the lots on the Plan to Foreign Parties, a copy of which is attached to this Contract and marked "FIRB Approval";

Foreign Corporation has the same meaning as in the FAT Act;

Foreign Party means a Foreign Corporation or a Foreign Person;

Foreign Person has the same meaning as in the FAT Act.

32.2 FIRB Approval

- (a) The Vendor has obtained the FIRB Approval.
- (b) So that the Vendor can comply with the conditions of the FIRB Approval, the Purchaser agrees:
 - (i) to give the Vendor any information the Vendor requests which FIRB requires under the FIRB Approval or the FAT Act;
 - (ii) to give true and correct information;
 - (iii) not to omit or misrepresent any facts,
 - (iv) that the Vendor may give information about the Purchaser to FIRB; and
 - (v) to indemnify the Vendor against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a

full indemnity basis) which the Vendor incurs or is liable for concerning any matter in this special condition.

- (c) The Purchaser acknowledges that the Purchaser must comply with this special condition, if requested by the Vendor, even if the Purchaser is not a Foreign Person.

33. The Vendor may develop other land

33.1 Meaning of words

In this special condition:

Related Entities has the same meaning as in the Corporations Act.

33.2 Vendor may do developments in nearby areas

The Purchaser acknowledges that the Vendor and the Vendor's Related Entities may do other developments in areas near to the Development.

33.3 Purchaser will not object to other developments

The Purchaser warrants to the Vendor that it will not:

- (a) object to or complain about,
- (b) make any claim, requisition or demand relating to; or
- (c) start, join or fund any legal action concerning,

any new development started by the Vendor or the Vendor's Related Entities within the following radial distances of the Development:

- (d) 10 kilometres;
- (e) 9 kilometres;
- (f) 8 kilometres;
- (g) 7 kilometres;
- (h) 6 kilometres;
- (i) 5 kilometres;
- (j) 4 kilometres;
- (k) 3 kilometres;
- (l) 2 kilometres; and
- (m) 1 kilometre.

(Area Restrictions)

33.4 Application of the Area Restrictions

The Purchaser acknowledges that each of the Area Restrictions:

- (a) must be read and take effect as separate, severable and independent restrictions, and is enforceable in this way;
- (b) is reasonable in the restriction set; and
- (c) gives the Vendor a benefit which is reasonable and necessary for the Vendor to protect the Vendor's business.

33.5 Consequences if an Area Restriction does not apply

- (a) The parties acknowledge that they intend all combinations of the Area Restrictions to apply.
- (b) If an Area Restriction is or becomes illegal, invalid or unenforceable then:
 - (i) where that Area Restriction can be read down so as to make it valid and enforceable, it must be read down to the minimum extent necessary to achieve that result; and
 - (ii) in any other case, that Area Restriction must be severed from this Contract. The remaining provisions of this special condition will operate as if the severed Area Restriction had not been included.

33.6 Purchaser's default

If the Purchaser defaults under this special condition then, in addition to any other remedy the Vendor may have, the Vendor is entitled to seek injunctive relief.

Guarantee and Indemnity

To: The Vendor

1. Definitions

In this Guarantee:

Contract means the contract of sale of real estate to which this Guarantee is attached, between the Vendor and the Purchaser and any other agreement between the Vendor and the Purchaser concerning the land sold under that Contract;

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

Guarantee means this deed of guarantee and indemnity including any schedules;

Guaranteed Amount means all the money payable by the Purchaser under the Contract;

Guarantor means the guarantor named in the Guarantor Schedule;

Loss means any loss, damage, liability, claim, proceeding, demand, cost or expense;

Purchaser means the person named as purchaser in the Contract;

Purchaser's Obligations means the obligations of the Purchaser to:

- (a) pay the Guaranteed Amount; and
- (b) comply with all the Purchaser's other obligations under the Contract;

Vendor means the person named as vendor in the Contract.

2. Interpretation

In this Guarantee, unless the context requires otherwise:

- (a) a reference to a party in this Guarantee or the Contract includes that party's successors, personal representatives and permitted assigns;
- (b) if 2 or more people are described as a party, each person is:
 - (i) liable for their obligations; and
 - (ii) entitled to their rights,
 jointly and severally;
- (c) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (d) the singular includes the plural and vice versa;

- (e) a gender includes the other genders; and
- (f) a heading may be used to help interpretation but is not legally binding.

3. Guarantor's acknowledgement

The Guarantor acknowledges that the Guarantor gives this Guarantee in consideration of the Vendor entering into the Contract with the Purchaser at the Guarantor's request.

4. Guarantee

- (a) The Guarantor guarantees to the Vendor the punctual compliance with the Purchaser's Obligations.
- (b) If the Purchaser fails to pay any of the Guaranteed Amount on time, the Guarantor will immediately pay that money to the Vendor on demand whether or not the Vendor has demanded the money from the Purchaser.
- (c) If the Purchaser fails to pay the Guaranteed Amount, the Purchaser fails to comply with any of the Purchaser's Obligations or the Contract is repudiated, the Guarantor:
 - (i) indemnifies the Vendor against any Loss which the Vendor incurs as a result; and
 - (ii) will pay an amount equal to the Loss to the Vendor on demand.

5. Guarantor's indemnity

The Guarantor indemnifies the Vendor against any Loss the Vendor incurs because:

- (a) the Purchaser lacks the capacity or power to enter the Contract;
- (b) the Purchaser is not competent to enter the Contract or is under a legal limitation or disability;
- (c) the Purchaser dies, is liquidated or becomes bankrupt; or
- (d) anything else occurs that prevents the Vendor from recovering the Guaranteed Amount from the Purchaser.

6. Guarantor's obligations

The Guarantor's obligations in this Guarantee are principal obligations and the Vendor need not:

- (a) make a demand on the Purchaser; or
 - (b) exercise any rights against the Purchaser,
- before exercising any rights against the Guarantor.

7. Guarantee is continuing and irrevocable

- (a) This Guarantee is a continuing guarantee and is irrevocable.

- (b) The obligations of the Guarantor are absolute and unconditional.
- (c) The Guarantor is not released from liability until all of the Purchaser's Obligations are complied with to the Vendor's satisfaction.

8. Guarantee not affected by other matters

This Guarantee is not affected by:

- (a) any variation of the Contract;
- (b) any extension of time for compliance with the Purchaser's Obligations, any other concession, or any release given to or compromise with the Purchaser or any other person or corporation (whether or not with the consent of the Guarantor);
- (c) the Purchaser nominating a substitute or additional purchaser under the Contract;
- (d) the whole or any part of the Purchaser's Obligations being illegal, void, voidable or unenforceable;
- (e) any limitation, disability, incapacity or other circumstance relating to the Purchaser;
- (f) any neglect or failure by the Vendor to prosecute or enforce its rights under the Contract;
- (g) the termination of the Contract by the Vendor because of a failure by the Purchaser to perform the Purchaser's Obligations;
- (h) the winding up, bankruptcy or death of the Purchaser or the Guarantor;
- (i) the Purchaser's liability to pay the Guaranteed Amount or to comply with the Purchaser's Obligations being released or deferred under a scheme of arrangement between the Purchaser and the Purchaser's creditors or in any other way;
- (j) a payment to the Vendor under the Contract being held to be a preference or being set aside by a court;
- (k) the failure of any person named as Guarantor to execute this Guarantee, or the liability of any Guarantor ceasing for any reason; or
- (l) any other matter which, but for this provision, would release the Guarantor from this Guarantee under the law relating to sureties.

9. Purchaser's Obligations not enforceable

- (a) If any of the Purchaser's Obligations are not enforceable against the Purchaser so that the Purchaser's Obligations are not recoverable from the Guarantor as surety, the Guarantor:
- (b) unconditionally and irrevocably indemnifies the Vendor against any Loss which the Vendor incurs as a result;

- (c) agrees that the Vendor may recover the Loss from the Guarantor as principal debtor; and
- (d) must pay the amount of the Loss to the Vendor on demand.

10. Purchaser becomes insolvent

- (a) The Guarantor must not compete with the Vendor for any money the Purchaser owes the Guarantor if the Purchaser:
 - (i) being an individual, becomes an insolvent under administration (as defined in the Corporations Act); or
 - (ii) being a corporation, (as defined in the Corporations Act), becomes an externally-administered body corporate (as defined in the Corporations Act).
- (b) The Guarantor authorises the Vendor to:
 - (i) prove for all money the Purchaser owes the Guarantor; and
 - (ii) retain and carry a suspense account and, at the Vendor's discretion, to appropriate any money received until the Vendor has been fully paid an amount equal to the money the Purchaser owes to the Vendor.

11. Notices

A notice or demand made by the Vendor under this Guarantee may be given or made in the same way as a notice or demand under the Contract.

Guarantor Schedule

Guarantor's name:		
Address:		
Suburb:	State:	Postcode:
Tel:	Fax:	Email:

Guarantor's name:		
Address:		
Suburb:	State:	Postcode:
Tel:	Fax:	Email:

Executed by the Guarantor as a deed:

Dated: day of 20

Signed sealed and delivered by)
)
 in the presence of:)

.....
 (Signature of Witness)

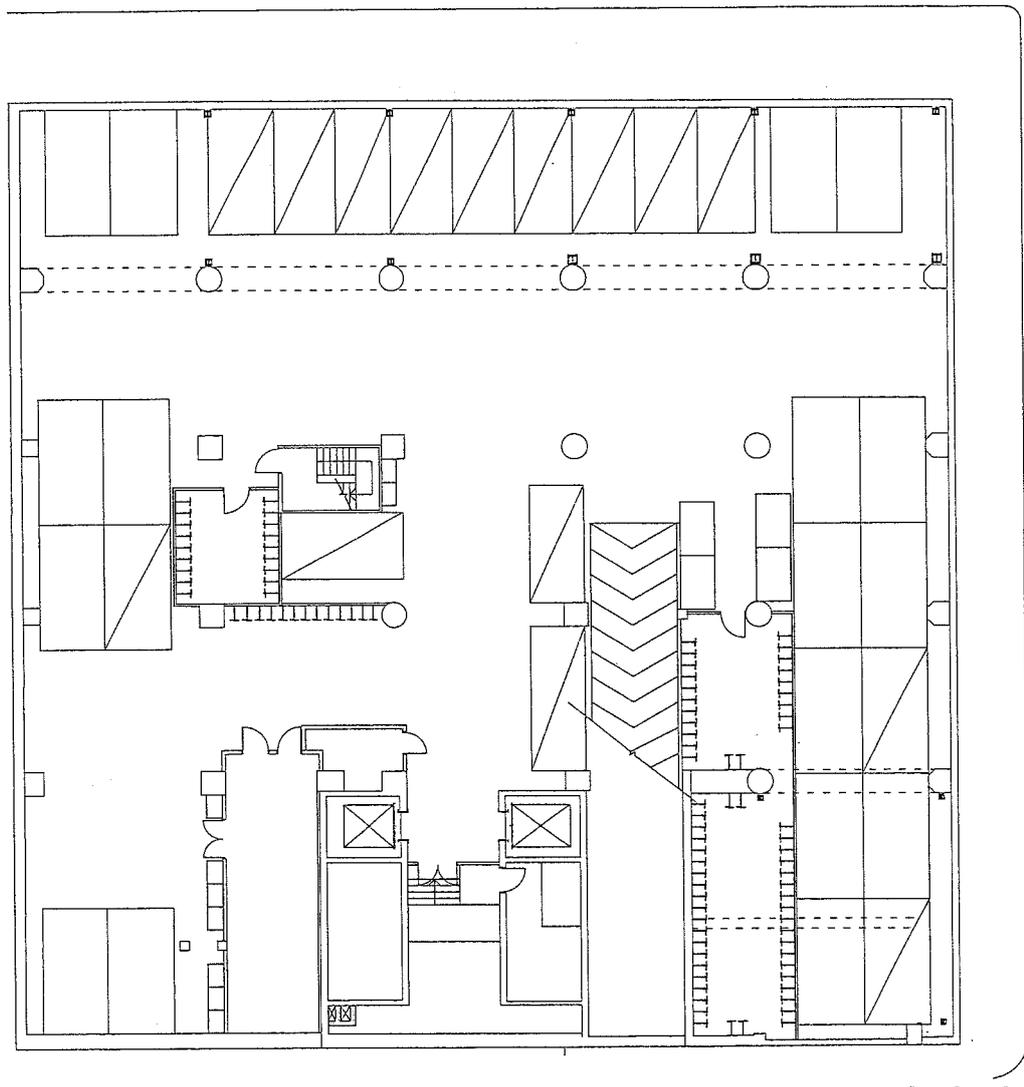
.....
 (Full Name of Witness - please print)

Signed sealed and delivered by)
)
 in the presence of:)

.....
 (Signature of Witness)

.....
 (Full Name of Witness - please print)

Plans and Specifications



WILLIAM STREET

GUESTS LANE

LITTLE BOURKE STREET

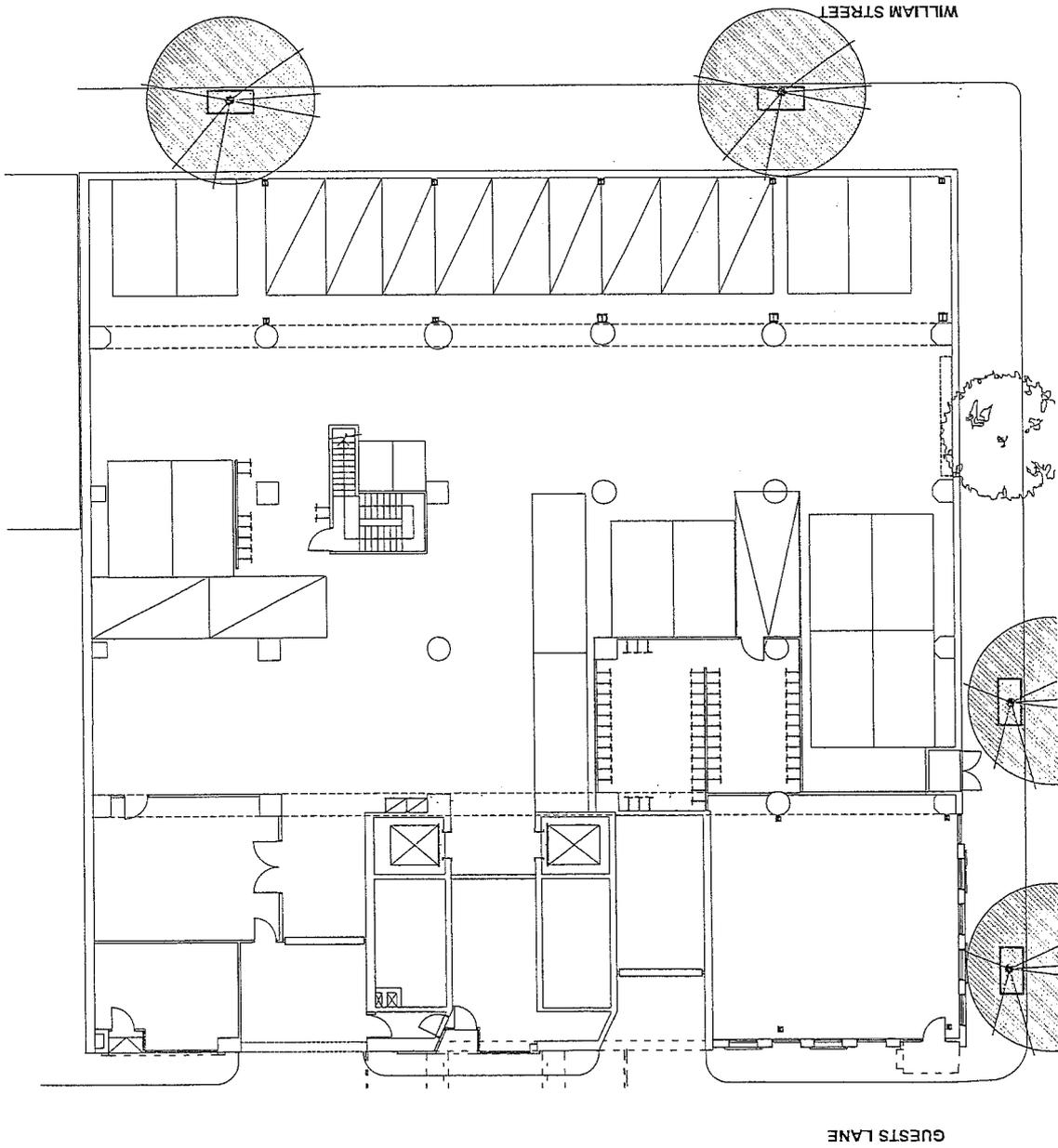
WILLIAM STREET TOWER
BASEMENT LEVEL PLAN

100 WILLIAM STREET
MELBOURNE

SCALE 1:1000

brucehenderson architects





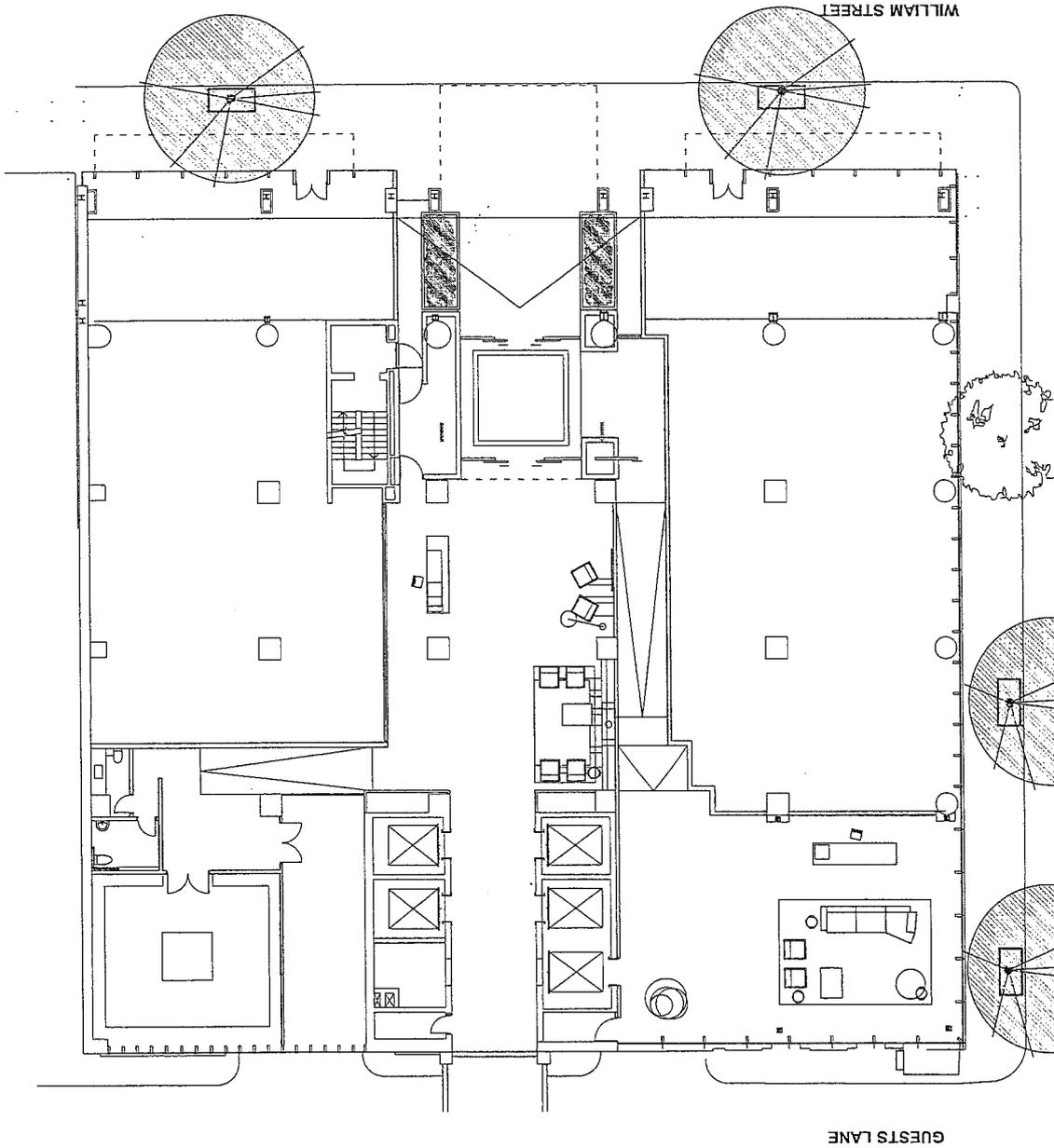
WILLIAM STREET TOWER
LOWER GROUND LEVEL PLAN

400 WILLIAM STREET
MELBOURNE

SCALE 1:100

bycatchment architects





WILLIAM STREET TOWER
GROUND FLOOR PLAN

199 WILLIAM STREET
MELBOURNE

LITTLE BOURKE STREET

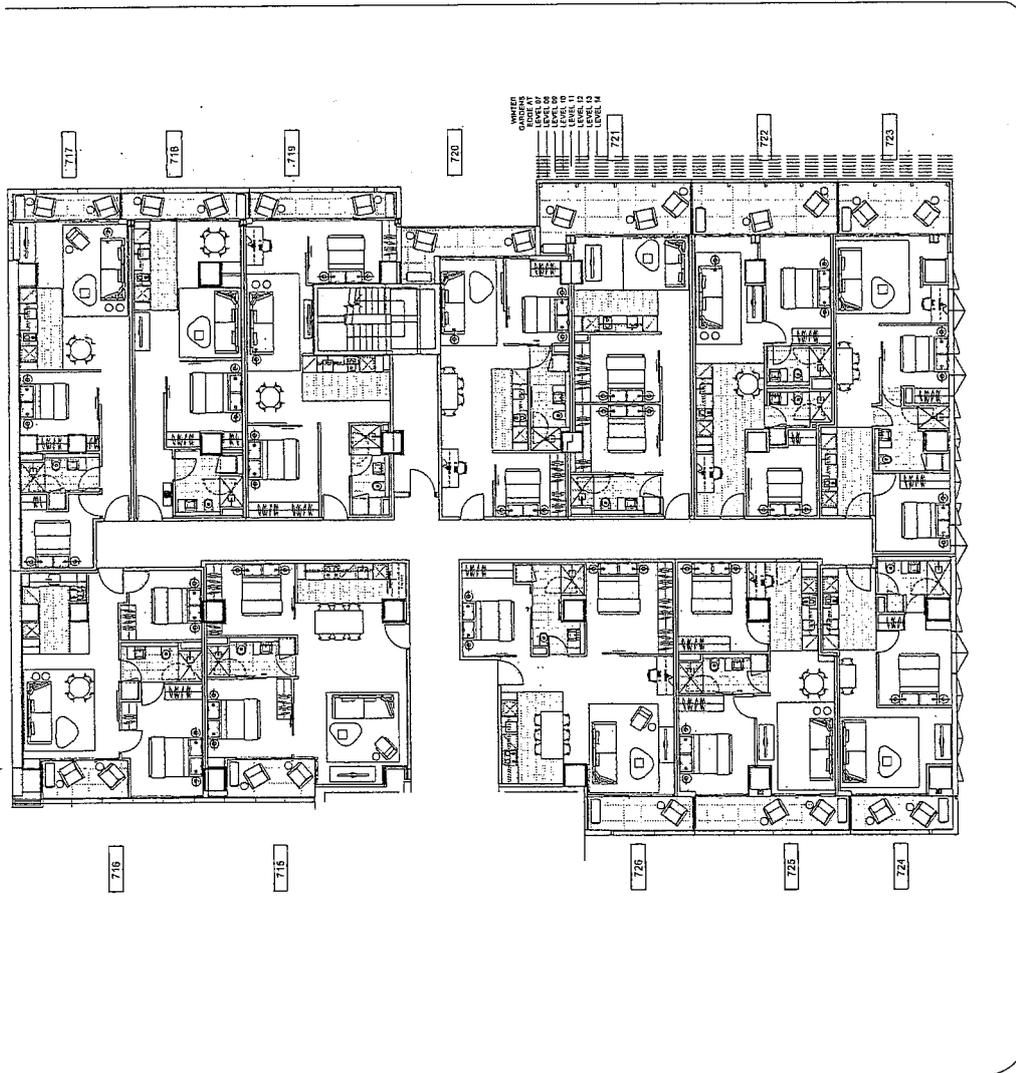
GUESTS LANE

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WILLIAM STREET

LITTLE BOURKE STREET

GUESTS LANE

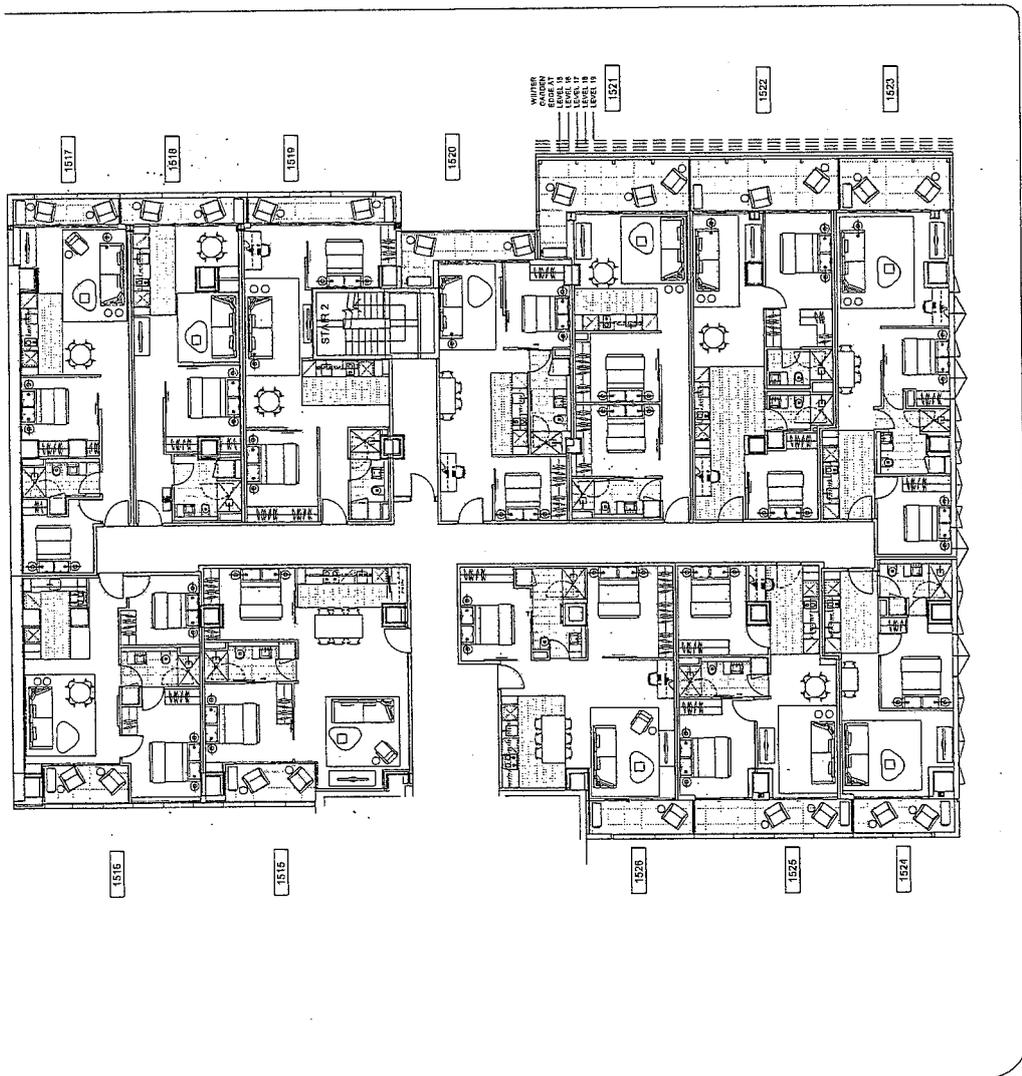
WILLIAM STREET TOWN
LEVEL 01 PLAN

100 WILLIAM STREET
MELBOURNE

FOCAL POINT

BOUCHMEMERSON ARCHITECTS





WILLIAM STREET

GUESTS LANE

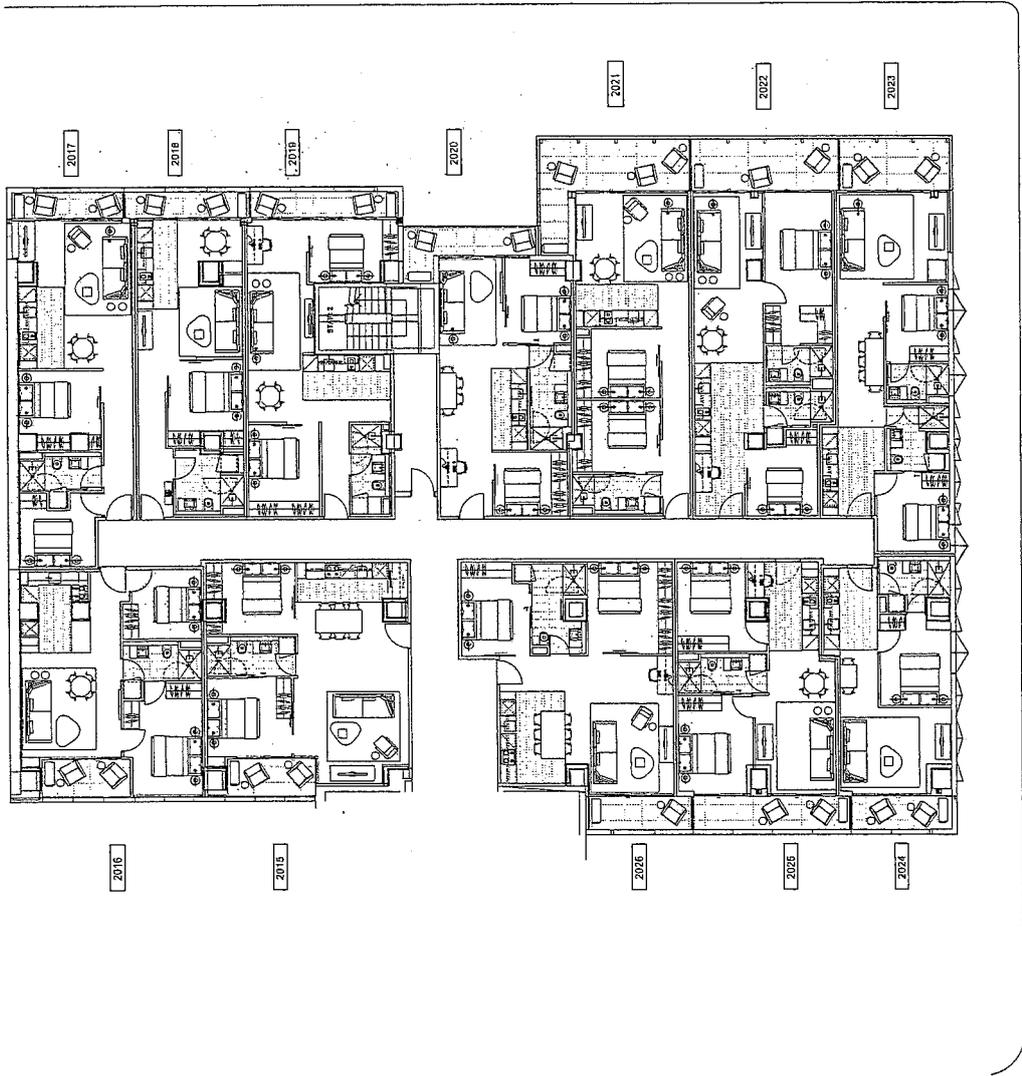
LITTLE BOURKE STREET

SCALE: 1:1000

WILLIAM STREET TOWER
LEVELS 16-20 PLAN

brucehenderson architects

100 WILLIAM STREET
MELBOURNE



WILLIAM STREET

GUESTS LANE

LITTLE BOURKE STREET

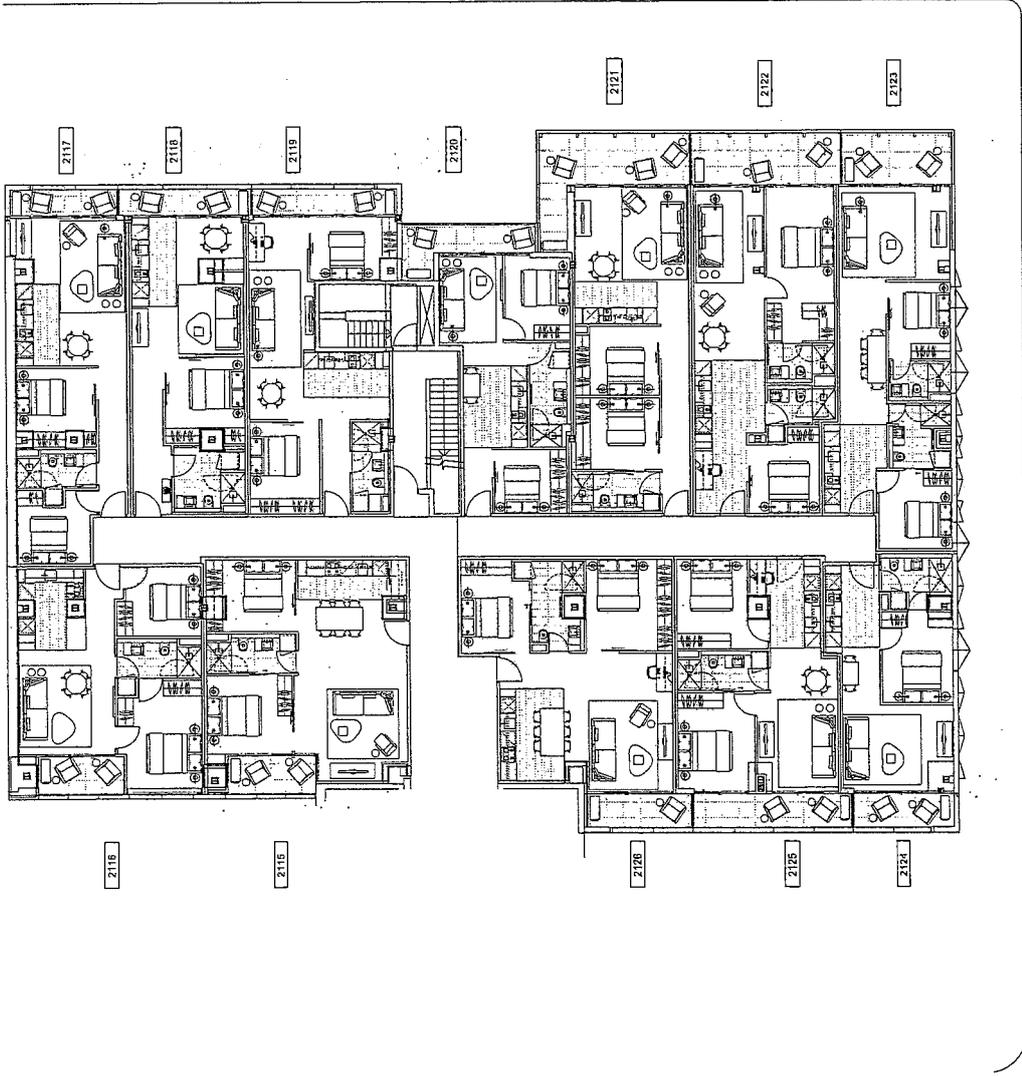
WILLIAM STREET TOWER
LEVEL 11 PLAN

1100 WILLIAM STREET
MELBOURNE

SCALE: 1:1000

brucehenderson architects





WILLIAM STREET

LITTLE BOURKE STREET

GUESTS LANE

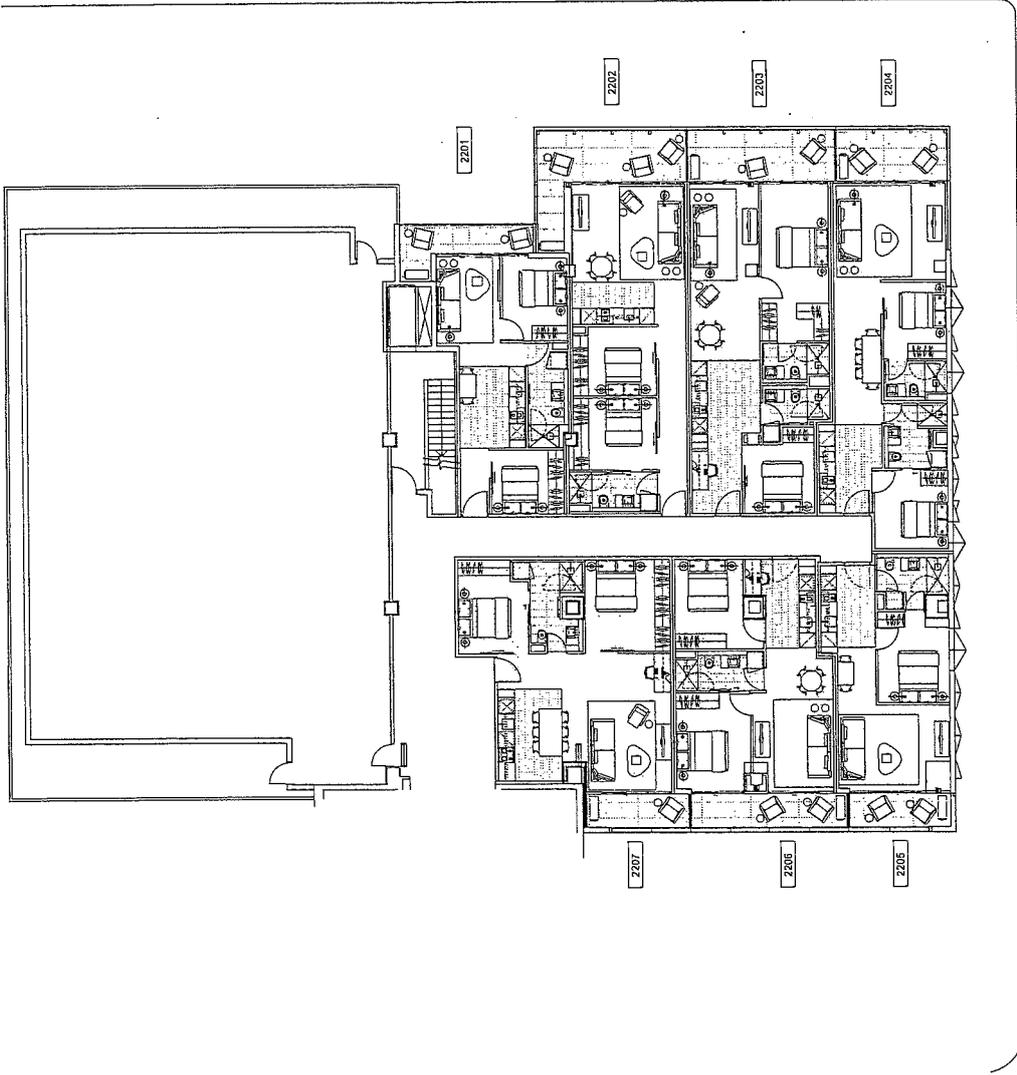
WILLIAM STREET TOWER
LEVEL 2 PLAN

by jussahenderson architects

SCALE 1:1000

by jussahenderson architects





WILLIAM STREET

GUESTS LANE

LITTLE BOURKE STREET

WILLIAM STREET TOWER
LEVEL 22 PLAN

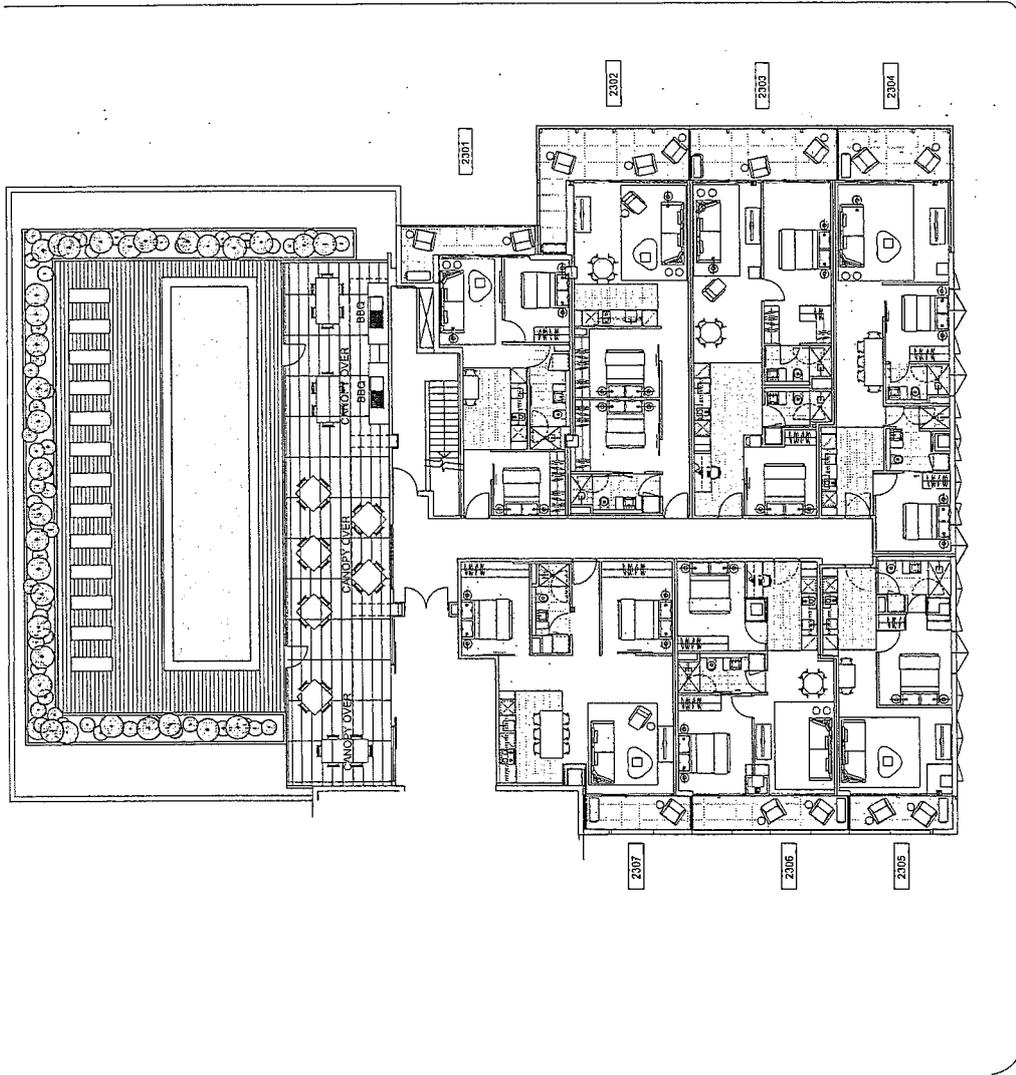
100 WILLIAM STREET
MILL MOUNTAIN

SCALE 1:1000



www.millmountain.com.au





WILLIAM STREET

GUESTS LANE

LITTLE BOURKE STREET

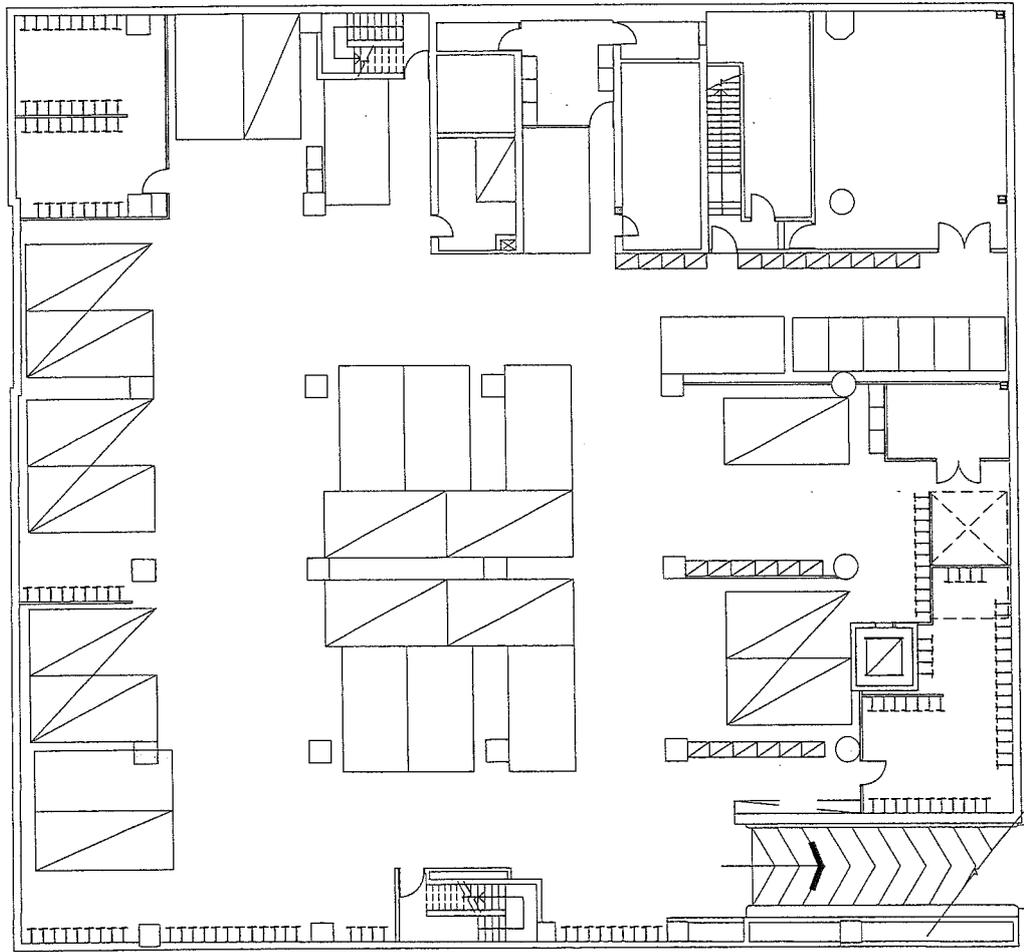
WILLIAM STREET TOWER
LEVEL 23 PLAN

180 WILLIAM STREET
MELBOURNE

SCALE 1:1000

brucehenderson architects





GUESTS LANE

LITTLE BOURKE STREET

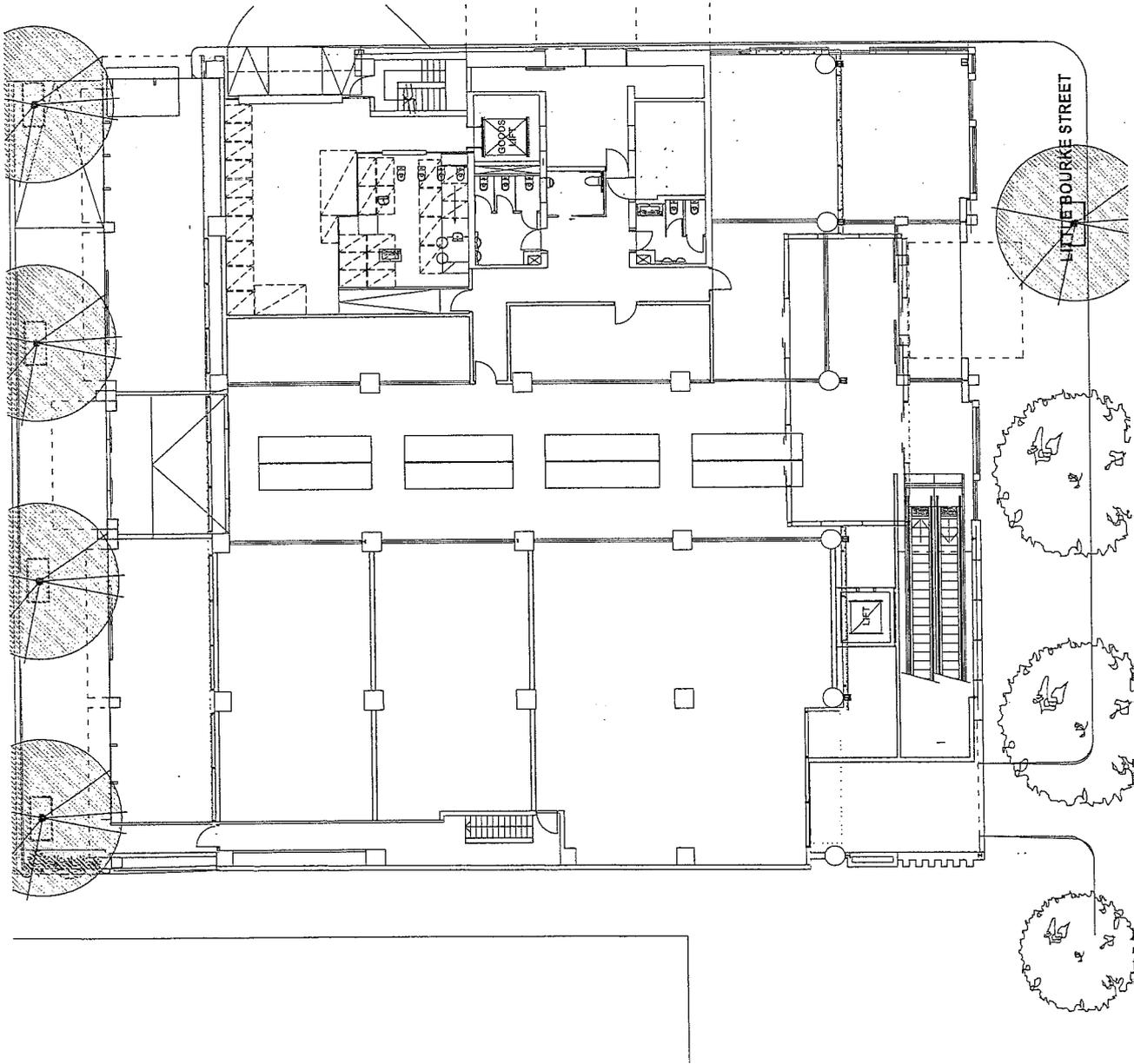
LITTLE BOURKE STREET TOWER
BASEMENT LEVEL PLAN

100 WILLIAM STREET
MELBOURNE

scale 1:100

brucehenderson architects





LITTLE BOURKE STREET TOWER
LOWER GROUND LEVEL PLAN

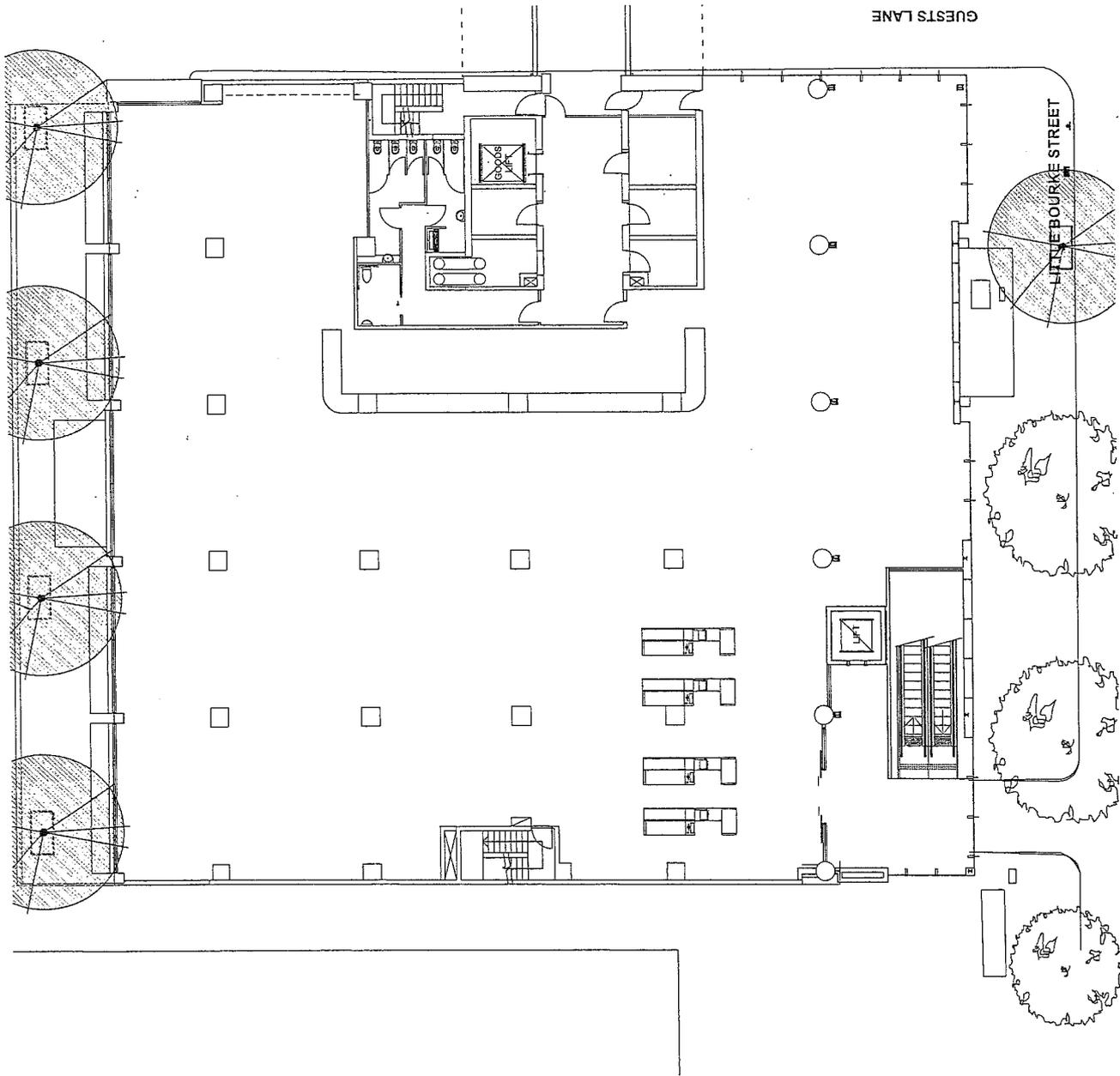
199 WILLIAM STREET
MELBOURNE

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brucehendrych jirafillio





LITTLE BOURKE STREET TOWER
GROUND LEVEL PLAN

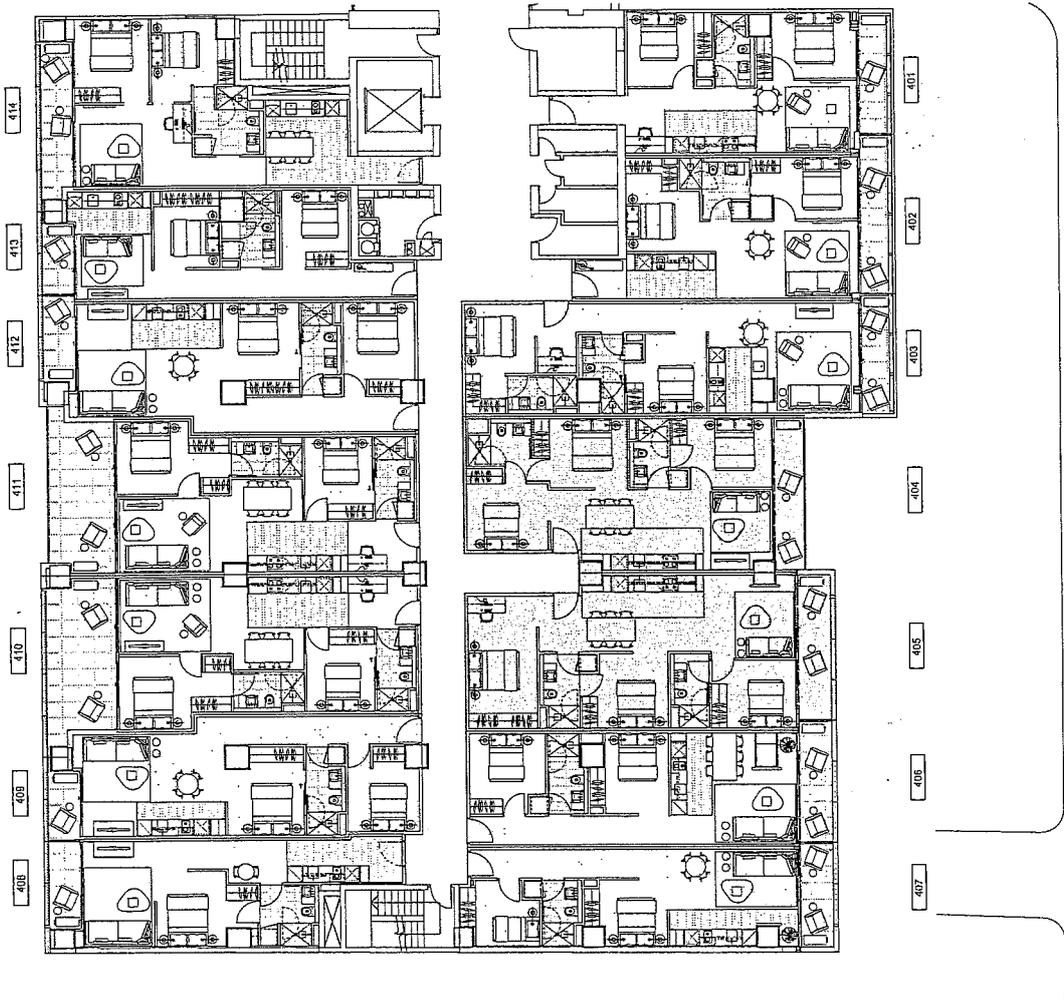
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MELBOURNE

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GUESTS LANE

LITTLE BOURKE STREET

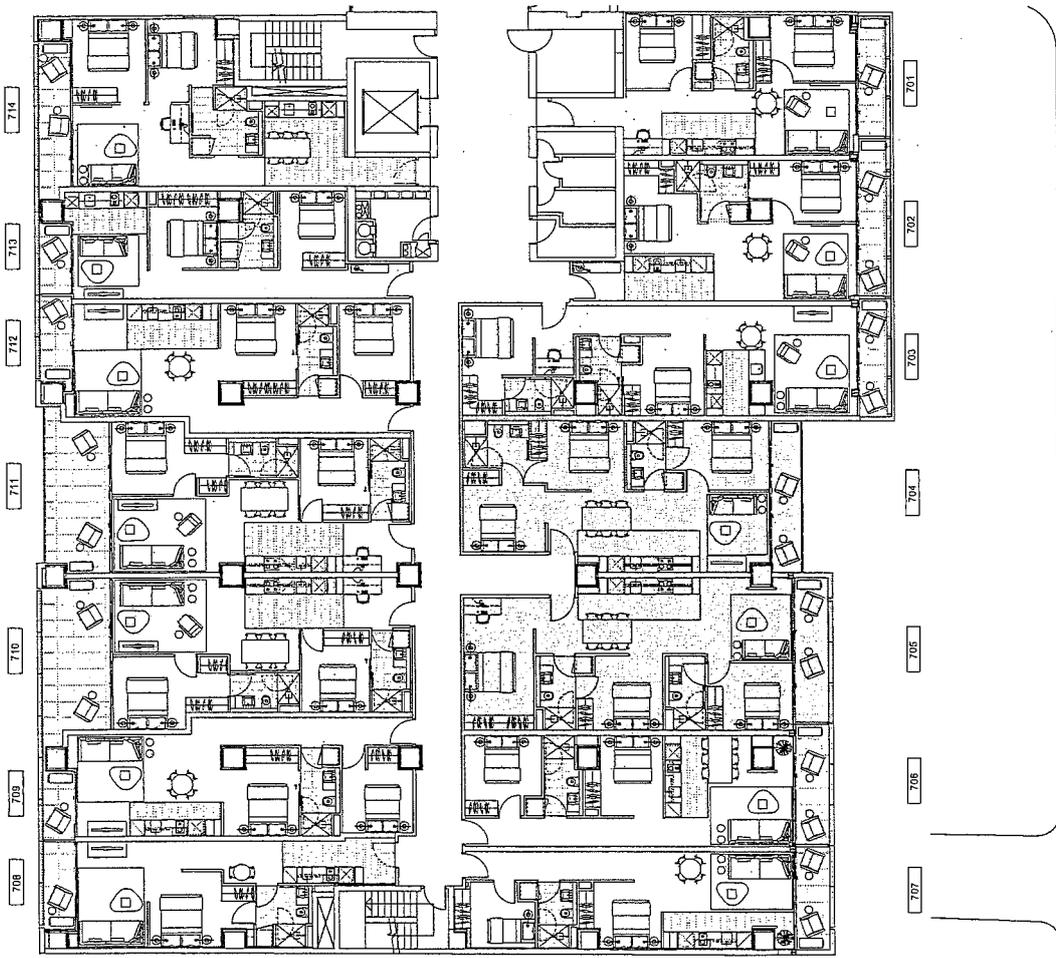
LITTLE BOURKE STREET TOWER
LEVEL 3, 06-08, PLANN

100 WILLIAM STREET
MELBOURNE

SCALE: 1:1000

brucehenderson architects





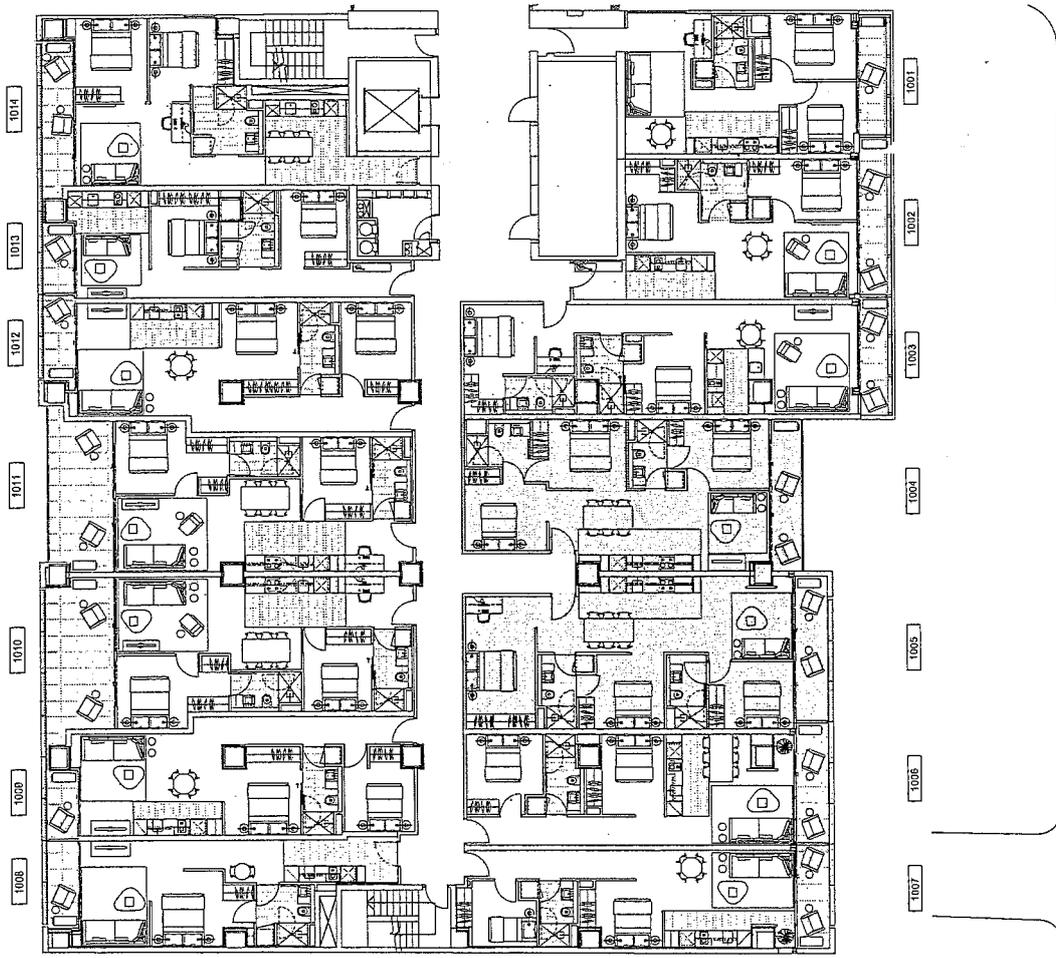
LITTLE BOURKE STREET TOWER
LEVEL 3 07.11.14 PLAN

100 WILLIAM STREET
MELBOURNE

REVISED 11 FEBRUARY

puccinohenderson architects





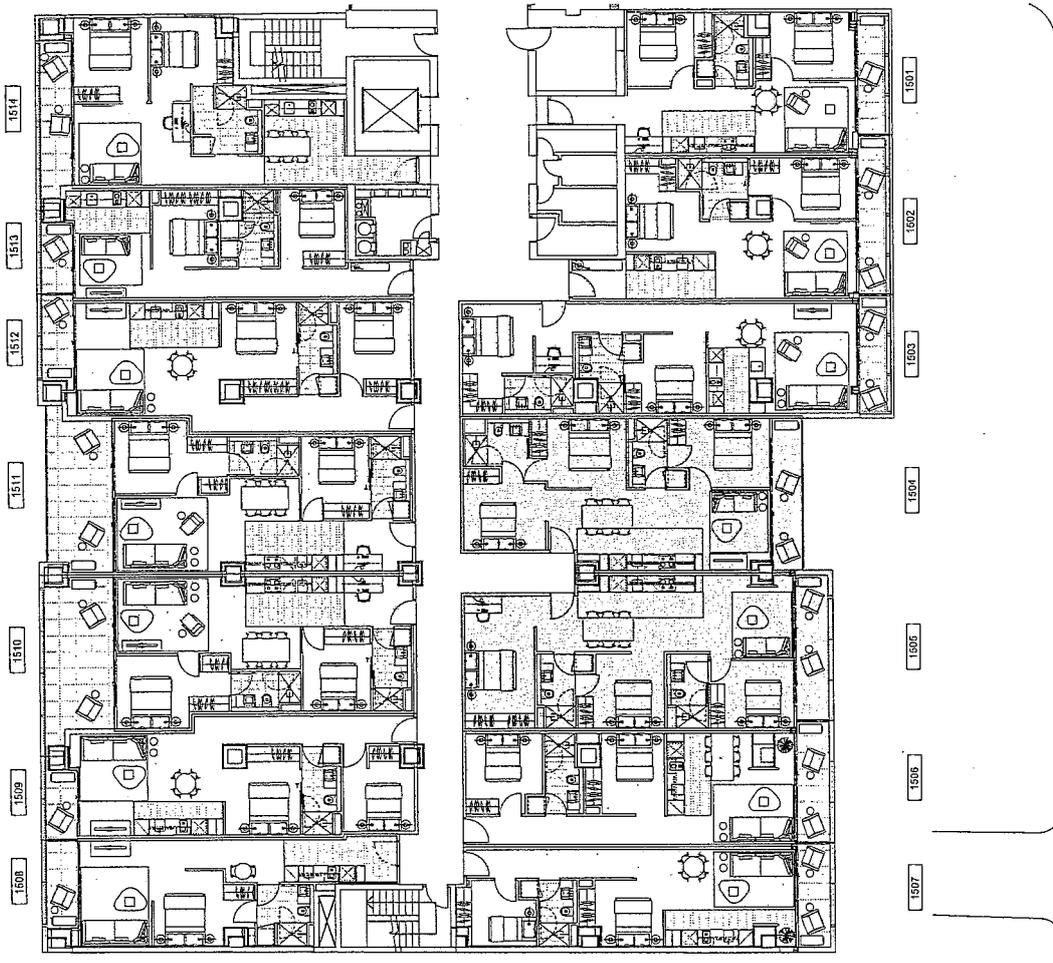
LITTLE BOURKE STREET

LITTLE BOURKE STREET TOWER
LEVEL 10 PLAN

100 WILLIAM STREET
MELBOURNE

BRUCE HENDERSON ARCHITECTS

BRUCE HENDERSON ARCHITECTS



GUESTS LANE

LITTLE BOURKE STREET

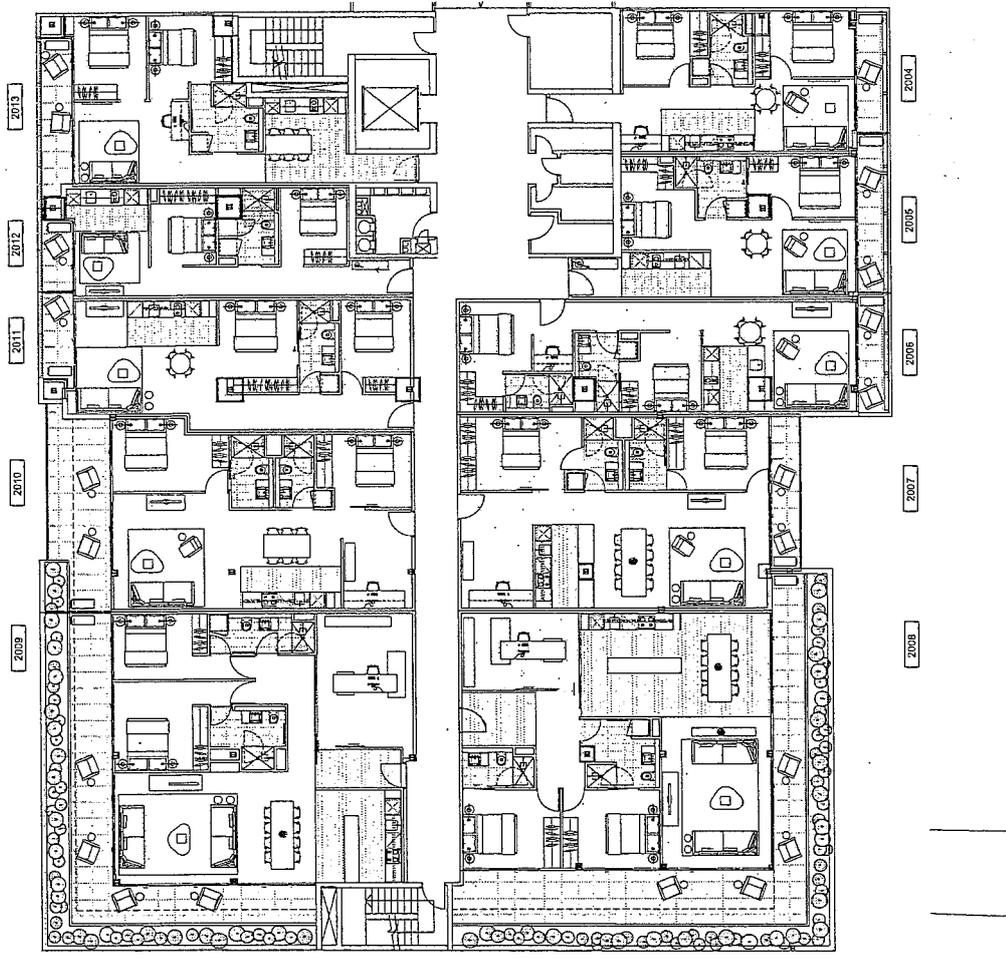
LITTLE BOURKE STREET TOWER
LEVEL 10-10 PLAN

100 WILLIAM STREET
MELBOURNE

SCALE 1:100

brucehardison architects





LITTLE BOURKE STREET

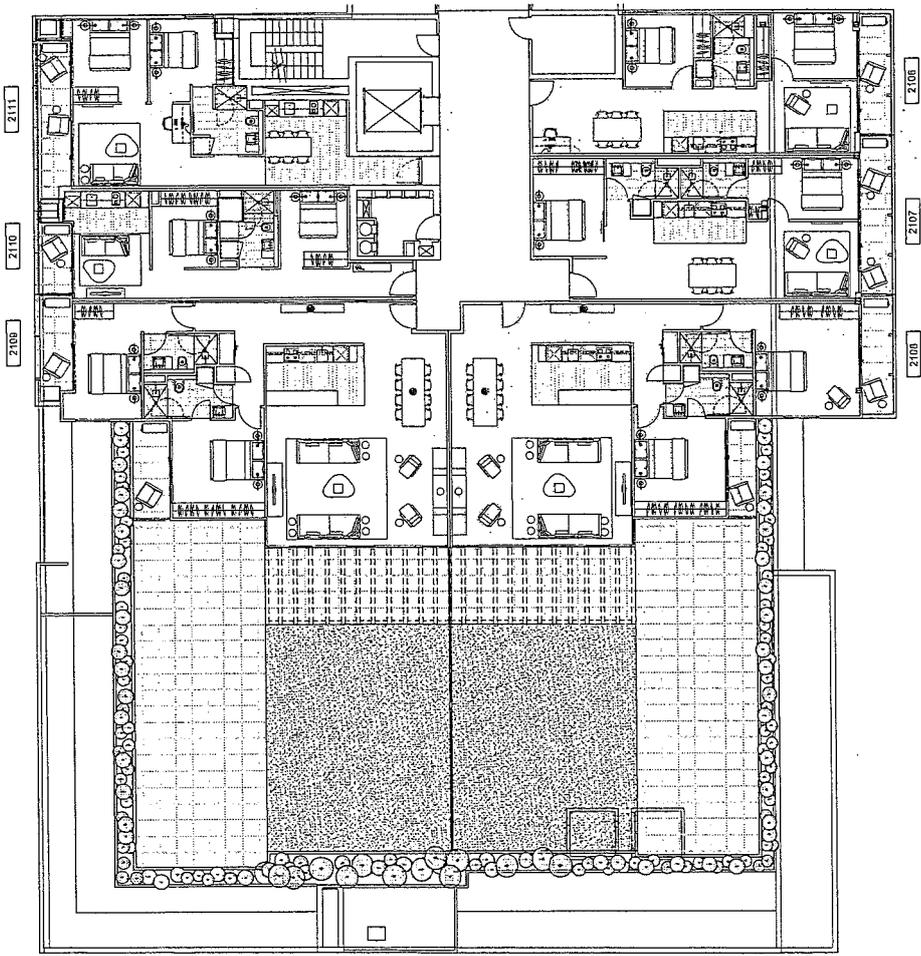
LITTLE BOURKE STREET TOWER
LEVEL 20 PLAN

100 WILLIAM STREET
MELBOURNE

EGALE STUDIO

buckhenderson architects





GUESTS LANE

LITTLE BOURKE STREET

LITTLE BOURKE STREET TOWER
LEVEL 21 PLAN

1905 WILLIAM STREET
MELBOURNE

SCALE: 1:100

brucehenderson architects



INCLUSIONS LIST - LIGHT SCHEME

Project: The William Redevelopment Project

Job No. 300206

Colour Scheme: **LIGHT**

Wall and Ceiling Paint	Low sheen acrylic paint finish	Stowe White
-------------------------------	--------------------------------	-------------

Kitchen	Description	Colour
Kitchen Splashback	Colour-Back Glass	Wattyl Colour - English Castle 36.7
Kitchen Cupboard Door	2-Pak Paint Finish on HMR board 100% Gloss Level	Natural White
Kitchen Carcass	Configuration to suit different kitchen type	White
Stone Benchtop	20mm thick 'Caesar Stone' reconstituted benchtop	Mink
Kicker	laminare	Stainless Steel 'look'

Kitchen Appliances	Description
MW1 - Fisher & Paykal	25 Litre built-in convection microwave and trim kit with stainless steel finish
OV1 - Fisher & Paykal	60 Litre stainless steel finish electric under bench oven
CK1 - Fisher & Paykal	4 Burner gas cooktop with stainless steel finish (3600mm average joinery length) (refer to the plans attached in the Plans and Specifications)
CK2 - Fisher & Paykal	2 Burner gas cooktop with stainless steel finish (3200mm average joinery length) (refer to the plans attached in the Plans and Specifications)
RH1 - Fisher & Paykal	600mm under cupboard range hood (grey)
DD1 - Fisher & Paykal	Single drawer integrated dishwasher
S1 - Kitchen Sink	Undermount Stainless Steel square bowl sink (356x406x180mm) - PRC1 Abey
SM1 - Mixer	Via Manzoni' kitchen mixer, brass in polished chrome finish code: 38609, by Gessi

Bathroom	Description	Colour
Floor Tiles	300mm x 600mm with R10 rating	Arc Vizon
Wall Tiles	300mm x 600mm	Osaka
Hob Wall	300mm x 600mm x 20mm stone tiles (with 20mm slab to hob top)	Royal Grey
W/M Cupboard	Laminare on HMR Board	White
WC5 - Toilet	Salo Wall Faced Pan 550x370x370mm	
PB1 - Toilet Push Button	Geberit 115.777.21.1 Bolero Dual Flush Actuator	
B3 - Basin	Geberit 75LB/I Hub 75 Washbasin. Single tap hole / left hand bowl.	
Shower Mixer	Gessi 38706A Via Manzoni Wall Mixer	
SHR - Shower Rose	Abey ABS5 Hand Shower On Rail	
BM4 - Basin Spout & Mixer	Gessi 38605 Via Manzoni Basin Mixer	

Flooring	Description	Colour
CA1	100% Wool Feltex Carpet - installed to living and dining areas	Olive 4
FB1	190-mm Timber Flooring - installed to kitchen area	Vernal Lugano
CT3	300mm x 600mm with R11 rating	Arc Graphite

Purchaser Changes: N/A

FIRB Approval



Australian Government
Foreign Investment Review Board

Telephone: 02 6263 3795
Overseas: +61 2 6263 3795
Facsimile: 02 6263 2940
Website: www.firb.gov.au

2 November 2011
FILE: F2011/08338

Mr Justin Lethlean
Middletons Lawyers
GPO Box 4388
MELBOURNE VIC 3001

Dear Mr Lethlean

I refer to the application received on 4 October 2011 for exemption from the normal notification requirements of the *Foreign Acquisitions and Takeovers Act 1975* under the 'advance off-the-plan' provisions of the Australian Government's foreign investment policy.

This letter is an exemption Certificate issued under the *Foreign Acquisitions and Takeovers Act 1975* to Hengyi Australia Pty Ltd (the developer) for the sale of dwellings constructed at 189-203 William Street and 518-532 Little Bourke Street, Melbourne, Victoria 3000.

This Certificate permits the developer to sell new dwellings in this development to foreign persons where the developer markets the properties locally as well as overseas, on condition that the developer must:

- (a) provide a copy of this letter to each prospective purchaser;
- (b) sell only dwellings which are being offered for first sale by the developer and which have not been occupied (such as, by tenants) for more than 12 months, if at all. (If the dwelling has been occupied for more than 12 months, foreign persons must submit individual notification to acquire the property as a second hand dwelling);
- (c) provide supporting documentation to demonstrate on-going local marketing of the development; and

This Certificate has the effect of providing an exemption to foreign persons purchasing such dwellings in this development from the normal legal requirement that they individually apply for review under the *Foreign Acquisitions and Takeovers Act 1975* for that purchase. However, for all subsequent sales of any dwellings (or for the sale of any dwellings that have been occupied for more than 12 months), the *Foreign Acquisitions and Takeovers Act 1975* requires a foreign person to seek individual review for their proposed purchase.

The developer is required to report details of all sales in this development. Accordingly, they must provide a record of the following details:

- the lot and/or unit number of each dwelling sold;
- the consideration paid for each dwelling;
- the name and nationality of each purchaser;

COMMERCIAL-IN-CONFIDENCE

- if the purchaser is a company or trust, the name and nationality of the ultimate shareholders, unit holders or beneficiaries; and
- documentation confirming on-going (local) marketing for the coming 12 months reporting period.

The initial report on sales should be made by 31 October 2012 and thereafter on a twelve-monthly basis until all the dwellings in the development have been sold.

This Certificate is not transferable by the developer to another company or person. The Certificate is voided if the developer breaches the conditions contained within it.

Yours sincerely



Michael Parkes
Foreign Investment Review Board Secretariat

COMMERCIAL-IN-CONFIDENCE

Vendor's statement

Apartment _____, 189 – 203 William Street and
518 – 532 Little Bourke Street, Melbourne

Hengyi Australia Pty Ltd
ACN 146 702 687
(Vendor)

K&L Gates
Melbourne office
Ref: BBOA:JTL:10039349

Vendor's statement

Section 32 Sale of Land Act 1962

Vendor: Hengyi Australia Pty Ltd ACN 146 702 687

Property: Lot number _____ on proposed plan of subdivision PS 648185V and known as _____, 189 – 203 William Street and 518 – 532 Little Bourke Street, Melbourne Victoria

Important notice to purchasers

The use to which you propose to put the Property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.

The Property may be located in an area where commercial agricultural production may affect your enjoyment of the Property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

You may be liable to pay a growth areas infrastructure contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exception from, or reduction of, the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution or an approval has been given for staged payment of the contribution. The transfer may also be exempted from a growth areas infrastructure contribution in certain situations. It is in your interest to obtain advice as to any potential liability before you commit yourself to buy.

1. Title

Copies of these documents concerning title are attached:

- register search statement for certificate of titles volume 11451 folio 164
- plan of subdivision PS707584E
- proposed plan of subdivision PS648185V
- any other document evidencing the vendor's title or the vendor's right to sell.

In this vendor's statement, these documents are called the **Title Documents**.

2. Restrictions

2.1 Details

Information about registered or unregistered restrictions (for example, an easement or covenant) affecting the Property:

- (a) is set out in the attached copies of these documents:

- Title Documents
- certificates
- any easements or rights to be created by the proposed plan of subdivision
- the Rules and any Additional Rules
- section 173 agreement AK068005A
- Cititpower caveats AK541494T and AK541595M

(b) may be included in:

- any easements or rights which may be implied by the *Subdivision Act 1988 (Vic)*
- any other restrictions created by the Vendor under the contract.

2.2 Compliance

The Vendor is not aware of any existing failures to comply with any restrictions.

3. Planning

3.1 Details

Information about a planning instrument applicable to the Property is set out in the attached copy of the planning certificate and the planning permit.

4. Outgoings

4.1 Details

Information about outgoings affecting the Property (for example: rates, taxes, charges, owners corporation fees) and interest on any unpaid outgoings is set out in the attached certificates.

The Property is not separately rated or assessed for rates and taxes at the date of this statement. The certificates attached relate to land which includes the Property. The Vendor is unable to accurately estimate the exact outgoings which will apply to the Property after approval of the proposed plan of subdivision. They are not expected to exceed:

- | | | |
|-------|--|-------------|
| (i) | for 1 bedroom apartment | \$2500; |
| (ii) | for a 2 bedroom apartment | \$3500; |
| (iii) | for a 2 bedroom penthouse on level 20 and 21 | \$5000; and |
| (iv) | for a three bedroom apartment | \$4000. |

4.2 Additional amounts

The purchaser may have to pay land tax when the purchaser owns the Property. The extent of the purchaser's liability for land tax depends on how much land the purchaser owns. The purchaser's proportion of land tax at settlement will be calculated by the method set out in the contract.

The purchaser may also have to pay connection fees for services, for example, electricity and telephone.

5. Statutory charges

5.1 Details

There is no registered or unregistered charge over the Property imposed by or under an Act to secure an amount owing.

6. Services

6.1 Warning

The purchaser should check with the appropriate authorities as to the availability (and cost) of providing essential services not connected to the Property.

6.2 Details

Information about the supply of services:

Service	Available	Connected	Name of authority (if connected)
Electricity	Yes	No	
Gas	Yes	No	
Water	Yes	No	
Sewerage	Yes	No	
Telephone	Yes	No	

7. Notices

7.1 Warning

The Vendor has no means of knowing of all decisions of public authorities and government departments affecting the Property unless they have been communicated to the Vendor.

7.2 Details

The only notices, orders, declarations, reports or recommendations of a public authority or government department or approved proposal affecting the Property are set out in the attached certificates and the planning permits:

- town planning permit no. 2010/005874; and
- town planning permit no. TP-2014-234.

8. Building Approvals

Information about all building permits or approvals that have been granted during the last 7 years under the Building Act 1993 in relation to a residence on the Property is attached.

The vendor is progressively obtaining building approvals as construction proceeds. If the purchaser requests, copies of any further building approvals will be given to the purchaser before settlement.

9. Owners corporation

9.1 Owners corporation not established

- (a) The property will be affected by an owners corporation when the proposed plan of subdivision is registered.
- (b) The purchaser will become a member of one or more of the owners corporation.
- (c) Subject to any amendments allowed under the contract, the rules of the owners corporation will be as set out in the contract.
- (d) The owners corporation fees payable by the purchaser cannot be estimated until the plan of subdivision is registered. They are not expected to exceed:

(i) for 1 bedroom apartment	\$1600;
(ii) for a 2 bedroom apartment	\$2100;
(iii) for a 2 bedroom penthouse on level 20 and 21	\$7600; and
(iv) for a three bedroom apartment	\$2100.

10. Road Access

There is access to the Property by road.

11. Bushfire-prone area

The Property is not in a bushfire-prone area within the meaning of regulations made under the Building Act 1993 (Vic).

12. Growth Areas Infrastructure Contribution

GAIC and Work-in-kind agreement

Not applicable.

Date of this statement:

6th March, 2014

Signed by the Vendor or on behalf of the Vendor with the Vendor's authority



WENJIE WANG

The purchaser acknowledges being given a copy of this statement signed by the Vendor before the purchaser signed any contract concerning the Property.

Date of this acknowledgement:

Signed by the purchaser or on behalf of the purchaser with the purchaser's authority

Titles

Register Search Statement - Volume 11451 Folio 164

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32 of the Sale of Land Act 1962 or pursuant to a written agreement.
The information is only valid at the time and in the form obtained
from the LANDATA REGD TM System. The State of Victoria accepts no
responsibility for any subsequent release, publication or reproduction
of the information.

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

VOLUME 11451 FOLIO 164

Security no : 124049432796D
Produced 24/02/2014 12:14 pm

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 707584E.

PARENT TITLES :

Volume 11107 Folio 866 to Volume 11107 Folio 867

Volume 11447 Folio 169

Created by instrument PS707584E 11/10/2013

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

HENGYI AUSTRALIA PTY LTD of 560 WHITEHORSE ROAD SURREY HILLS VIC 3127
PS707584E 11/10/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE as to part AJ872368K 24/08/2012
WESTPAC BANKING CORPORATION

CAVEAT as to part AK541494T 21/08/2013

Caveator

CITIPOWER PTY

Capacity SEE CAVEAT

Lodged by

CITIPOWER PTY

Notices to

CITIPOWER PTY of LEVEL 8 40 MARKET STREET MELBOURNE VIC 3000

CAVEAT as to part AK541595M 21/08/2013

Caveator

CITIPOWER PTY

Capacity SEE CAVEAT

Lodged by

CITIPOWER PTY

Notices to

CITIPOWER PTY of "COMPANY SECRETARY" LEVEL 8 40 MARKET STREET MELBOURNE VIC
3000

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

AGREEMENT as to part Section 173 Planning and Environment Act 1987
AK068005A 07/12/2012

DIAGRAM LOCATION

SEE PS707584E 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: 199 WILLIAM STREET MELBOURNE VIC 3000

DOCUMENT END

**Delivered from the Landata® System by SAI Global Property Division Pty Ltd
Delivered at 24/02/2014, for Order Number 19590895. Your reference: 7380214.00003.BBOA.**

Section 181

Form 18

AK068005A



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

Planning and Environment Act 1987

Lodged by: Hunt & Hunt

Name:

Phone:

Address: Level 26, 385 Bourke Street, Melbourne 3000

Ref:

Customer Code: 1188V

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: *Certificates of Title Volume 11107 Folio 866, Volume 11107 Folio 867 and Volume 11107 Folio 868.*

Authority:

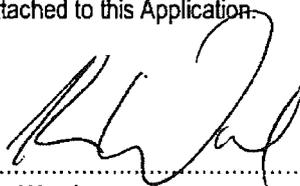
**Melbourne City Council
Town Hall
90 Swanston Street
Melbourne, Victoria, 3000**

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987.

A copy of the Agreement is attached to this Application.

Signature for the Authority:



Name of Officer:

Kim Wood

Title of Officer:

Chief Legal Counsel

Date:

6 December 2012

SECTION 173 AGREEMENT

AK068005A

07/12/2012 \$110.30 173



Dated the 15 day of November, 2012

MELBOURNE CITY COUNCIL

and

HENGYI AUSTRALIA PTY LTD
(ACN 146 702 687)

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

Land 189 – 203 William Street, 518 – 532 Little Bourke Street and part of Guests Lane,
Melbourne

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

AK068005A

07/12/2012 \$110.30 173



**SECTION 173 AGREEMENT
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2. INTERPRETATION	2
3. AGREEMENT UNDER SECTION 173 OF THE ACT	2
4. AGREEMENT RUNS WITH THE LAND	2
5. PLANNING OBJECTIVES	2
6. BINDING COVENANTS	3
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16. SEVERABILITY	5
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19. ENDING OF AGREEMENT	6
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PLAN OF THE LAND SHOWING GUESTS LANE AND THE WIDENING	10

SECTION 173 AGREEMENT

DATE:

AK068005A



PARTIES: MELBOURNE CITY COUNCIL of Town Hall, Swanston Street, Melbourne, Victoria 3000 ("Council")

The Party referred to in Item 1 of the Schedule ("Owner")

RECITALS:

- A. The Council is generally the responsible authority for the administration of the Scheme pursuant to the provisions of the Act.
- B. The Owner is or is entitled to be the registered proprietor of the Land.
- C. The Minister for Planning issued the Permit.
- D. The Permit allows the use or development referred to in Item 4 of the Schedule.
- E. The Permit is conditional on the Owner entering into an Agreement under Section 173 of the Act with the Council. The Agreement must provide for the matters referred to in Item 5 of the Schedule.
- F. The Land is encumbered by a Mortgage, details of which are referred to in Item 6 of the Schedule.

OPERATIVE PROVISIONS:

1. DEFINITIONS

In this Agreement (including the Recitals) the terms and words set out in this clause shall have the following meanings unless otherwise indicated by the context:

- 1.1. "Act" means the *Planning and Environment Act 1987*.
- 1.2. "Commencement Date" means the date on which this Agreement commences and referred to in Item 7 of the Schedule.
- 1.3. "Council's Representative" means the person referred to in Item 8 of the Schedule.
- 1.4. "Guests Lane and the Widening" means the parts of the Land identified on the Plan.
- 1.5. "Land" means the land described in Item 2 of the Schedule.
- 1.6. "Owner" means the person or persons entitled from time to time to be registered by the Registrar of the Land Titles Office as proprietor or proprietors of an estate in fee simple of the Land or any part of it.
- 1.7. "Permit" means the Planning Permit referred to in Item 3 of the Schedule.
- 1.8. "Plan" means the plan of the Land attached to this Agreement.

- 1.9. "Planning Approval" shall mean and include any planning permit issued in accordance with the Act.
- 1.10. "Public Highway" means the parts of Guests Lane and the Widening to be dedicated as a public highway pursuant to clause 8.1;
- 1.11. "Projections" means those parts of the development on the Land that extend into airspace above the land under the care and management of the Council intended to be dedicated as the Public Highway;
- 1.12. "Scheme" means the Melbourne Planning Scheme.
- 1.13. "Termination Date" means the date or specified event referred to in Item 9 of the Schedule on which this Agreement shall end in accordance with Section 177 of the Act.

2. INTERPRETATION

- 2.1. Unless the context provides otherwise, the singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to each other gender.
- 2.3. A reference to a person includes a reference to a firm, corporation or other corporate body.
- 2.4. If the Owner is more than one person this Agreement binds them jointly and each of them severally.
- 2.5. A reference to legislation includes a modification or re-enactment of it, a legislative provision substituted for it or amendment of it, and a regulation or statutory instrument issued under it.
- 2.6. All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- 2.7. The Recitals to this Agreement are and will be deemed to form part of this Agreement.
- 2.8. Any reference in this Agreement to the Council includes its agents, officers, employees, servants, workers and contractors.

3. AGREEMENT UNDER SECTION 173 OF THE ACT

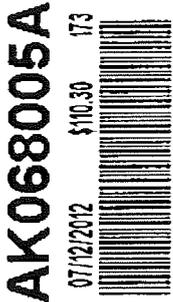
The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

4. AGREEMENT RUNS WITH THE LAND

This Agreement shall be deemed to come into force and effect as from the date of commencement of the Agreement and the benefit and burden of this Agreement shall run with and be annexed to the Land.

5. PLANNING OBJECTIVES

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Scheme and any matters incidental thereto.



6. BINDING COVENANTS

The obligations of the Owner under this Agreement will take effect as separate and several covenants which shall be annexed to and run at law and equity with the Land to bind the Owner and each successor, assign or transferee of the Owner, the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Land and every part of the Land.

7. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner shall until such time as a memorandum of this Agreement is registered on the title to the Land ensure that the Owner's successors in title:

- 7.1. give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2. execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

8. COVENANTS OF OWNER

The Owner covenants and agrees that:

8.1. within twelve months of the Commencement Date, it will:

- 8.1.1. dedicate Guests Lane and the Widening as a public highway with an upper level generally at a height of 5 metres above the existing road surface level and unlimited in depth and otherwise in accordance with any requirements of the Council as reasonably required including, without limiting the generality of the preceding, any requirements to deal with private services and assets (if any) in the public highway;
- 8.1.2. consolidate the Land (other than the Public Highway) into one certificate of title;

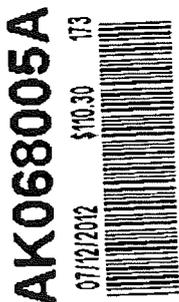
8.2. it shall be solely responsible for all care, repair, replacement, maintenance and any works of any kind required in relation to or to be carried out on the Projections at its cost and shall undertake those works at such times as are necessary and sufficient to maintain the Projections in good order and condition; and

8.3. it shall indemnify Council against all actions, claims, demands, losses, damages, costs and expenses for which the Council may become liable in respect of or arising from the Projections; and

8.4. there are no mortgages, liens charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land not disclosed by the usual searches or notified to the Council; and

8.5. no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in Section 42 of the *Transfer of Land Act 1958*; and

8.6. it will do all things necessary including the signing of any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants, agreements and



Handwritten signatures and initials at the bottom right of the page, including a large stylized signature and the initials 'JF'.

obligations under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings; and

- 8.7. it consents to the Council making application to the Registrar of the Land Titles Office to make a recording of this Agreement in the Register on the folio of the Register which relates to the Land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section; and
- 8.8. it will indemnify and keep indemnified the Council and the Council's agents in relation to all costs, expenses, losses or damages whatsoever which the Council or its agents may sustain, incur or suffer or be or become liable for in respect of any suit, action, proceeding, judgment or claim brought by any person whatsoever arising from or referable to the matters referred to in this Agreement or any breach of this Agreement.

9. COSTS

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

- 9.1.1. the negotiation, preparation, execution registration and enforcement of this Agreement including all moneys, costs (including charges for consultants, architects and legal advice and assistance) charges and expenses for which the Council may pay, incur or expend, in consequence of any default in the performance and observance of any covenant, proviso, condition or agreement herein contained or implied and on the Owner's part to be performed and observed or under or in exercise or enforcement or attempted exercise or enforcement of any right, power or remedy herein contained;
- 9.1.2. administration and supervision costs of the Council properly and reasonably incurred in relation to this Agreement except for administration and supervision which the Council is obliged to undertake pursuant to its statutory duties; and
- 9.1.3. any request by the Owner for the Council's consent or approval where such consent or approval is required under any covenant, proviso, condition or agreement herein contained or implied immediately the Council shall have expended or incurred the same.

10. DEFAULT OF OWNER

In the event of the Owner defaulting or failing to perform any of the Owner's obligations under this Agreement, the Council may without prejudice to any other remedies rectify such default and the cost of any works undertaken by the Council to rectify any default shall be borne by the Owner and any such costs shall be capable of being recovered by the Council in any Court of competent jurisdiction as a civil debt recoverable summarily.

11. INTEREST AND CHARGE

11.1. If any of the monies payable pursuant to this Agreement are not paid by the due date, the amount then due and unpaid shall attract interest from the relevant due date until the date when such money is paid at the rate of interest from time to time which the Council may be authorised by legislation to charge as interest on any unpaid rates and charges.

AK068005A
 07/12/2012 \$110.30 173




11.2. Any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and unpaid costs and expenses of the Council and shall then be applied in repayment of the unpaid sum.

12. NOTICES

12.1. A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served at the address, telephone or facsimile details of the parties as set out in the Schedule,

12.1.1. by delivering it personally to that party;

12.1.2. by sending it by prepaid post; or

12.1.3. by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post,

and notice or other communication is deemed served:

12.1.4. if delivered, on the next following business day;

12.1.5. if posted, on the expiration of two business days after the date of posting; or

12.1.6. if sent by facsimile, at the time recorded by the facsimile machine of the party receiving the transmission provided always that if the time recorded is after business hours, the time will be deemed to be 9.00am on the business day following the transmission.

13. FURTHER ASSURANCE

Each of the parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as shall reasonably be required to effect the terms and conditions contained in this Agreement.

14. OWNER'S ACKNOWLEDGMENT

The Owner expressly acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligations under this Agreement does or will restrain, limit or otherwise fetter the exercise by the Council of the powers, duties and discretions which the Council has or may have under the Scheme to consider, approve, amend or to require further information in respect of any plans or applications relating to the use or development allowed by the Permit or the Land generally.

15. NO WAIVER

Any time or other indulgence granted by the Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement.

16. SEVERABILITY

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative.

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07/12/2012 \$10.30 173



17. MORATORIUM

To the fullest extent to which it may from time to time be lawful so to do the provisions of all statutes (including moratorium statutes) whether now existing or hereafter to come into force and operating directly or indirectly to lessen or otherwise modify or vary or affect in favour of any party the obligation of that party or stay, postpone or otherwise prevent or prejudicially affect the exercise by a party of all or any to the rights, powers and remedies conferred on the party by this Agreement are hereby expressly negated and excluded from this Agreement.

18. GOVERNING LAW

This Agreement takes effect, is governed by and shall be construed in accordance with the laws from time to time in force in the State of Victoria.

19. ENDING OF AGREEMENT

19.1. This Agreement shall cease to operate on the Termination Date.

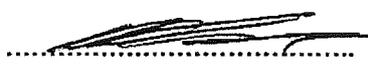
19.2. As soon as reasonably practicable after the Agreement has ended the Council will at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183 (2) of the Act to cancel the recording of this Agreement on the Register.

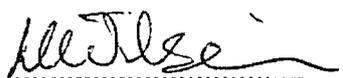
EXECUTED as a DEED

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07/12/2012 \$110.30 173

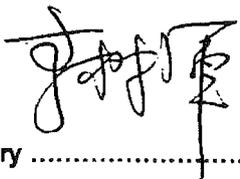

SIGNED SEALED AND DELIVERED)
by CHRIS BLACKWOOD, TEAM)
LEADER, LAND SURVEY pursuant to)
an Instrument of Delegation authorised)
by Resolution of Council.)




.....
Witness

EXECUTED by HENGYI AUSTRALIA)
PTY LTD (ACN 146 702 687) in)
accordance with section 127(1) of the)
Corporations Act 2001 (Cth) in the)
presence of:)


Director.....


Director/Secretary.....

Full Name WEALIE WANG.....

Full Name SHENJIAN LI.....

Usual Address
51190, Queen Street
Melbourne, Vic 3000

Usual Address
51190, Queen Street
Melbourne, Vic 3000

SECTION 173 AGREEMENT

AK068005A

07/12/2012 \$110.30 173



Westpac Banking Corporation as Mortgagee under Instrument of Mortgage No. AJ872368K dated 24 August 2012 which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

H. Staple
Tier 3 Attorney
Level 9, 360 Collins St
Melbourne, VIC 3000

SIGNED, SEALED and DELIVERED by..... who holds the position of Tier Three Attorney for Westpac Banking Corporation under power of attorney dated 17 January 2001, a certified copy of which is filed in the Permanent C&G's Book, No. 277, Page 16

Signature

By executing this agreement the attorney states that the attorney has received no notice of the revocation of the power of attorney.

Signature of Witness

AK068005A

SECTION 173 AGREEMENT

07/12/2012 \$110.30 173



SCHEDULE

ITEM NO.	ISSUE	SPECIFICATION
1.	Owner	Hengyi Australia Pty Ltd ACN 146 702 687 Suite 2, Level 5 190 Queen Street MELBOURNE VIC 3000
2.	Land description by address and Certificate of Title details	189 – 203 William Street, 518 – 532 Little Bourke Street and part of Guests Lane, Melbourne being all of the land contained in Certificates of Title Volume 11107 Folios 866, 867 and 868.
3.	Permit Number and date issued	DPCD Permit No. 2010/005874 dated 17 November 2011.
4.	What the Permit allows	The partial demolition and the construction of buildings and works, including additions to the existing buildings to be used for the purposes of offices, accommodation, medical centre and retail uses.
5.	What the condition requiring the Agreement provides for	<p>Prior to the commencement of the development, other than demolition, the owner of the lands to be developed must enter into a legally binding agreement under Section 173 of the Planning and Environment Act 1987, with Council being fully indemnified and released within the agreement against related claims. The agreement shall be to the satisfaction of; Team Leader Land Survey, Manager Engineering Services and Manager Legal Services. The Owner must pay all of Council's reasonable legal costs and expenses of this agreement including Land Titles Registration fees. The agreement must satisfy Council's requirements, associated with and addressing:</p> <ul style="list-style-type: none"> a) the dedication of Guests Lane (Road R1 on Plan of Subdivision 046937) and its western widening as shown on the proposed plans (part of land in certificate of Title Volume 11107 Folio 866) as a public highway via a subdivision process. The upper level of the road to be declared is to generally have a height of 5 metres above the existing road level, but in part must exclude any overhead structure above this height. The declaration is to be unlimited in depth; b) the consolidation of lands in the site (being lands in Certificates of Title Volume 11107

SECTION 173 AGREEMENT

		<p>Folios 866, 867 and 868 less the road to be dedicated) under the one title.</p> <p>c) liability and safe and sightly maintenance of those parts of the development above the road to be dedicated; and</p> <p>d) any private services and assets (both if any) within the road to be dedicated.</p>
6.	Mortgage details including name of Mortgagee, date mortgage registered and registered number	<p>Westpac Banking Corporation 360 Collins Street MELBOURNE VIC 3000 Mortgage No. AJ872368K registered on 24 August 2012.</p>
7.	Commencement date	The date of this agreement.
8.	Council's Representative is:	Team Leader, Land Survey
9.	Termination date or specified event	The completion of the requirements in clause 8.1 of the Agreement or otherwise as agreed between the parties.
10.	Address, phone and facsimile of Council	<p>Melbourne City Council Town Hall, Swanston Street Melbourne Phone: 9658 8581 Facsimile: 9658 9179</p>
11.	Address, phone and facsimile of Owner	<p>Suite 2, Level 5 190 Queen Street MELBOURNE VIC 3000 Phone: 9600 2677 Facsimile:</p>

AK068005A



AK068005A

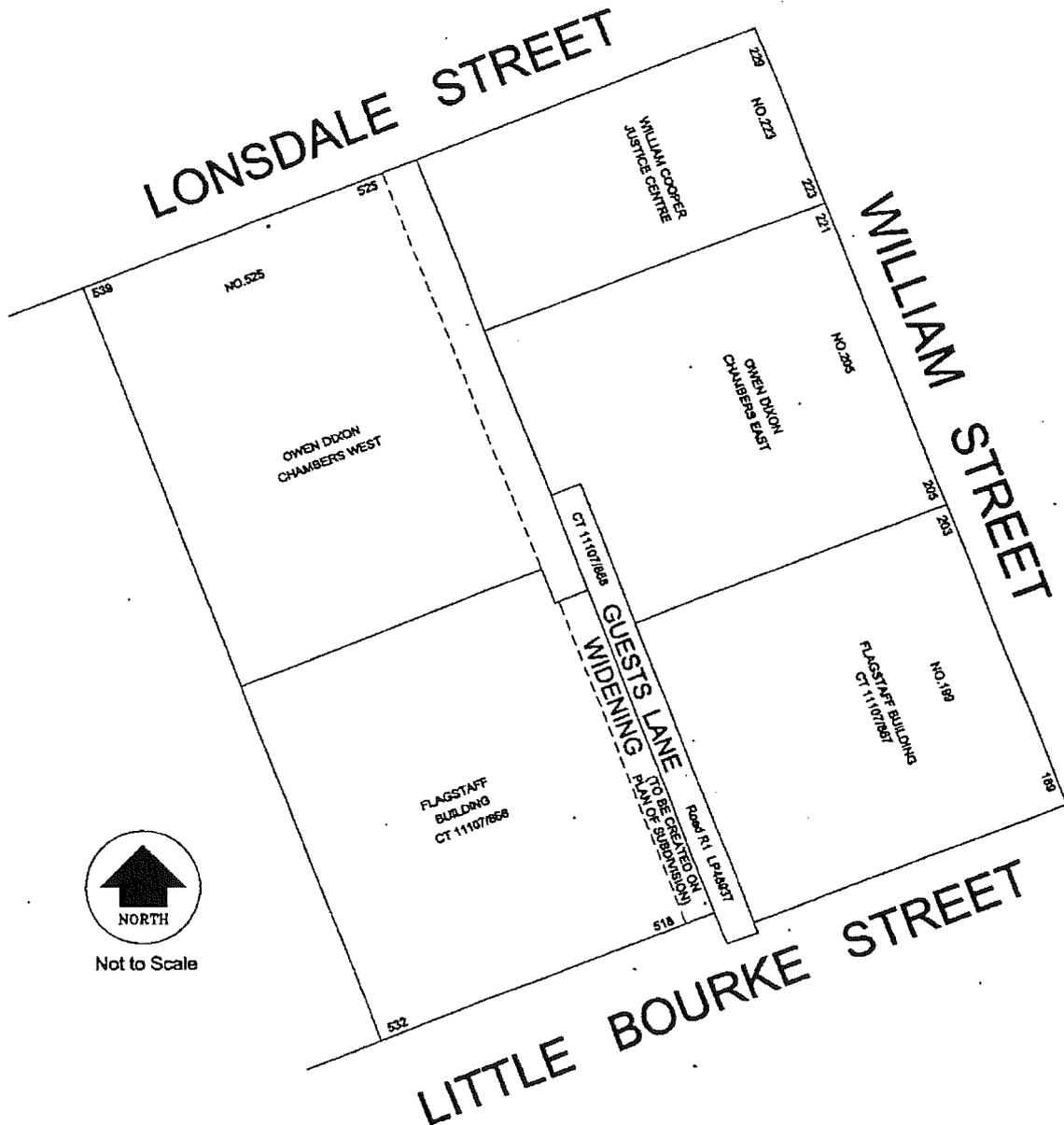
07/12/2012

\$110.30

173



PLAN OF THE LAND SHOWING GUESTS LANE AND THE WIDENING



27 Feb

NOTIFICATION BY A RESPONSIBLE AUTHORITY OF THE ENDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged by:

Name:

Phone:

Address:

Ref:

Customer Code: 1188V

The Authority notifies that the Agreement has ended and requires cancellation of the recording in the Register for the land.

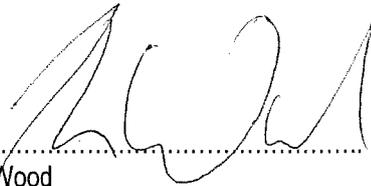
Land: *Certificate of Title Volume 11451 Folio 164.*

Authority:

**Melbourne City Council
Town Hall, 90 Swanston Street
Melbourne Vic 3000**

Agreement Application Number: AK068005A

Signature for the Authority:



Name of Officer:

Kim Wood

Title of Officer:

Chief Legal Counsel

Date:

14 October 2013

CAVEAT

Section 89 Transfer of Land Act 1958

Lodged by:

Name: CitiPower Pty
Phone: 9683 4273
Address: Level 8, 40 Market Street, Melbourne
Ref: Property Group CG
Customer Code: 9926R



The caveator claims the estate or interest specified in the land described on the grounds set out and forbids the registration of any person as proprietor of and of any instrument affecting the estate or interest to the extent specified.

Land: *(title, mortgage, charge or lease)*

The areas marked L-1, E-1 and E-2 on the plan attached hereto and being part of the land described in Certificate of Title Volume 11107 Folio 867

Caveator: *(full name and address)*

CITIPOWER PTY
Level 8, 40 Market Street, Melbourne

Estate or Interest claimed:

An equitable interest as lessee in possession

Grounds of claim:

The Caveator is the Lessee under an unregistered Lease from HENGYI AUSTRALIA PTY LTD Lessor dated 19 August 2013

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

Any dealing affecting the interest of the Caveator under the lease

Address in Victoria for service of notice *(including postcode)*

CitiPower Pty, Company Secretary, Level 8, 40 Market Street, Melbourne, Victoria, 3000

Dated: 19 August 2013

Signature of caveator

EXECUTED by CITIPOWER PTY)
ACN 064 651 056 by its duly appointed)
attorney BRIAN MURRAY, Chief Financial)
Officer pursuant to Power of Attorney dated)
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:)

Witness

Ref: X8955 97AP4401

Approval No. 10701209A

STAMP DUTY USE ONLY

C

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

AK541494T

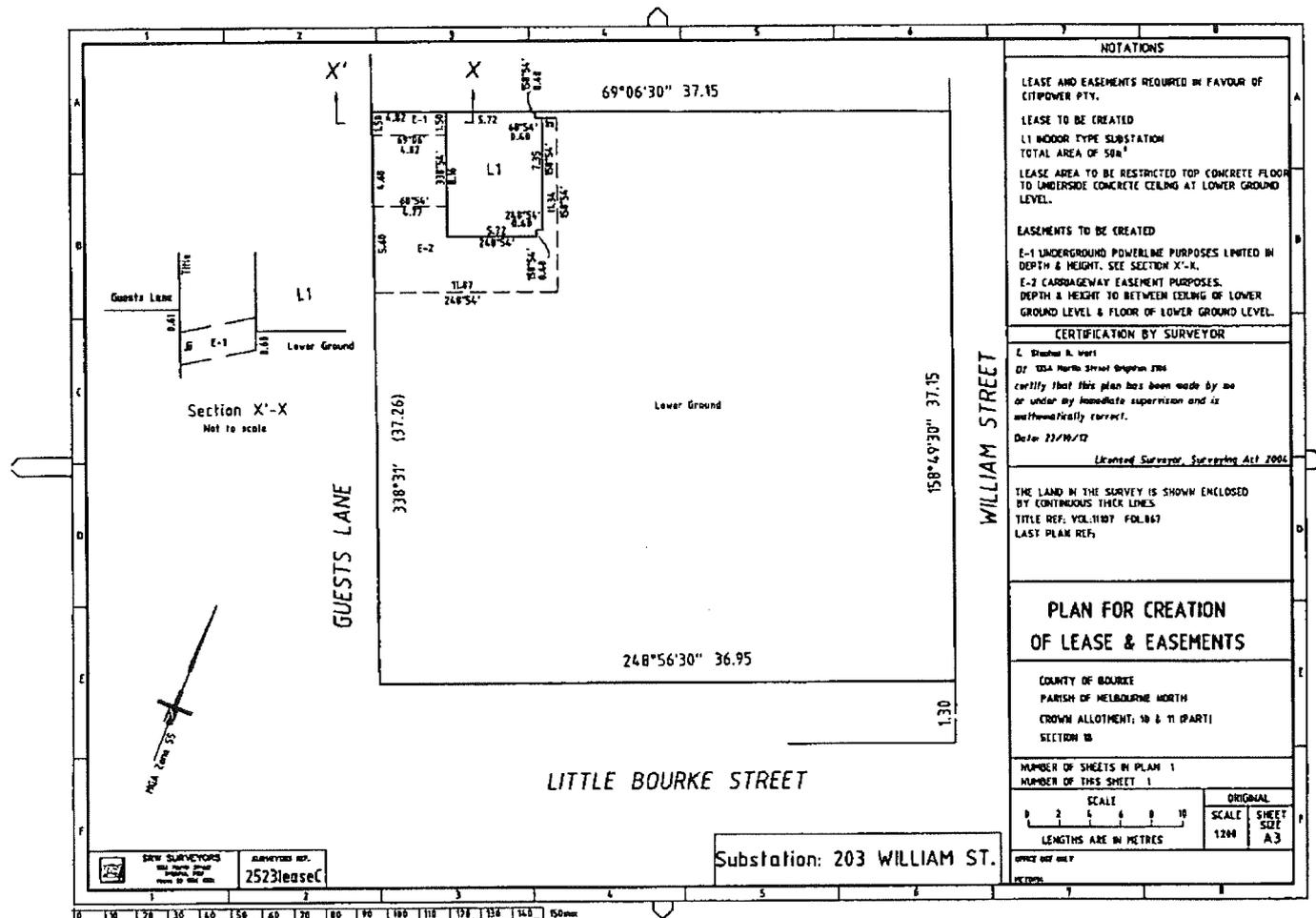
21/08/2013 \$74.60 89



This is page 2 of *Approved Form C* dated 19 August 2013 between CitiPower Pty and Hengyi Australia Pty Ltd

Signatures of the parties

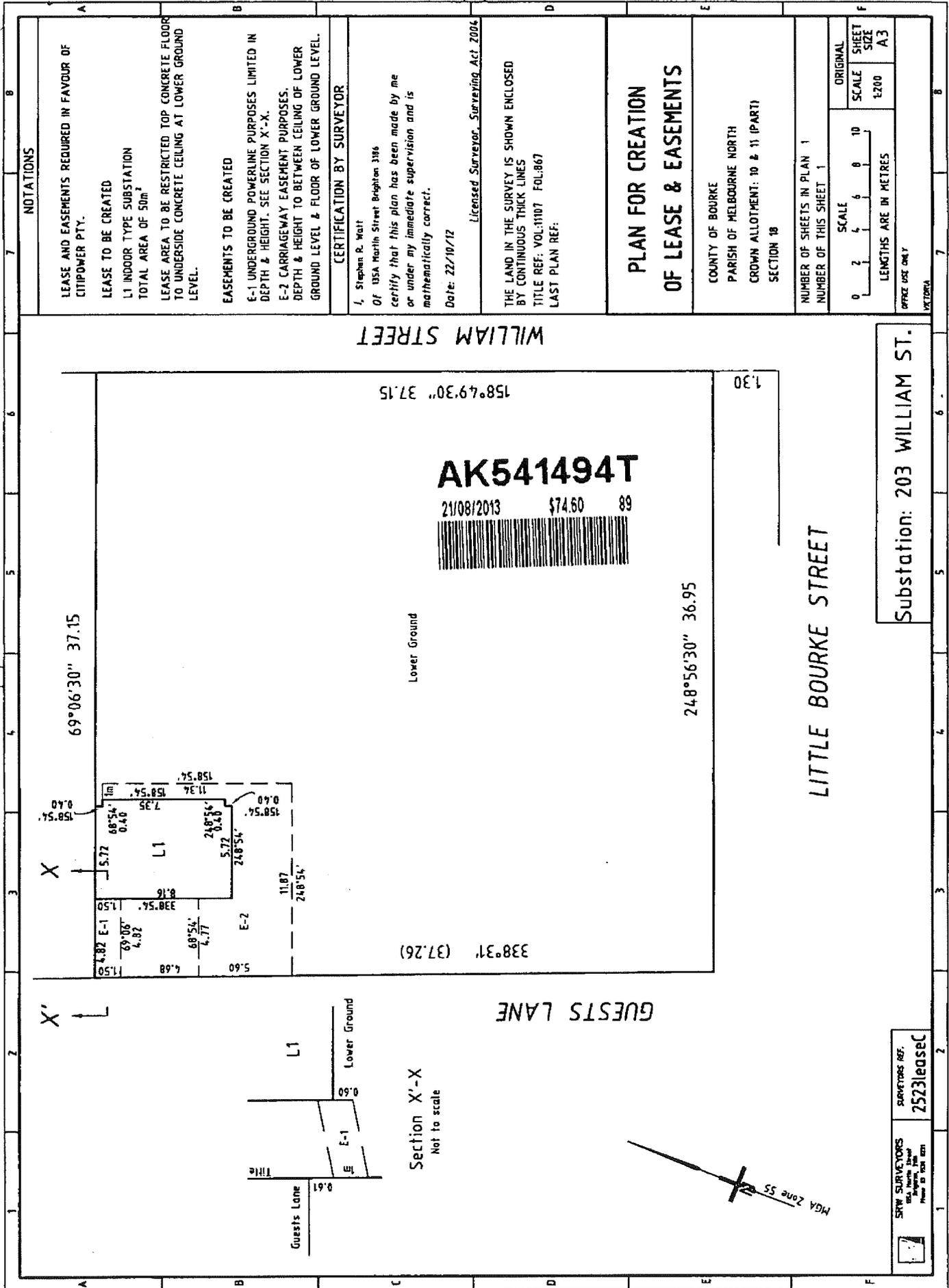
Panel Heading



Approval No. 10701209A

A1

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WILLIAM STREET

LITTLE BOURKE STREET

Substation: 203 WILLIAM ST.

AK541494T



NOTATIONS

LEASE AND EASEMENTS REQUIRED IN FAVOUR OF CITIPOWER PTY.

LEASE TO BE CREATED

L1 INDOOR TYPE SUBSTATION
TOTAL AREA OF 50m²

LEASE AREA TO BE RESTRICTED TOP CONCRETE FLOOR TO UNDERSIDE CONCRETE CEILING AT LOWER GROUND LEVEL.

EASEMENTS TO BE CREATED

E-1 UNDERGROUND POWERLINE PURPOSES LIMITED IN DEPTH & HEIGHT. SEE SECTION X'-X.

E-2 CARRIAGEWAY EASEMENT PURPOSES. DEPTH & HEIGHT TO BETWEEN CEILING OF LOWER GROUND LEVEL & FLOOR OF LOWER GROUND LEVEL.

CERTIFICATION BY SURVEYOR

I, Stephen R. Watt
Of 135A Martin Street Brighton 3186
certify that this plan has been made by me or under my immediate supervision and is mathematically correct.

Date: 22/10/12

Licensed Surveyor, Surveying Act, 2004

THE LAND IN THE SURVEY IS SHOWN ENCLOSED BY CONTINUOUS THICK LINES

TITLE REF: VOL:1107 FOL:867

LAST PLAN REF:

PLAN FOR CREATION OF LEASE & EASEMENTS

COUNTY OF BOURKE
PARISH OF MELBOURNE NORTH
CROWN ALLOTMENT: 10 & 11 (PART)
SECTION 18

NUMBER OF SHEETS IN PLAN 1
NUMBER OF THIS SHEET 1

SCALE

ORIGINAL
SCALE 1:200
SHEET SIZE A3

LENGTHS ARE IN METRES

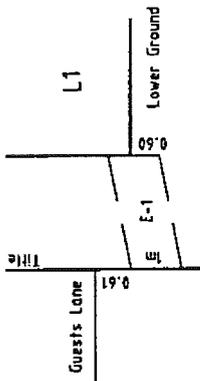
OFFICE USE ONLY

VICTORIA



SPW SURVEYORS
2523leadsec

Section X'-X
Not to scale



69°06'30" 37.15

248°56'30" 36.95

158°49'30" 37.15

Lower Ground

338°31' (37.26)

1.30

X

X

L1

Lower Ground

E-1

Guests Lane

0.61

Title

0.60

Section X'-X
Not to scale



CAVEAT

Section 89 Transfer of Land Act 1958

Lodged by:

Name: CitiPower Pty
Phone: 9683 4273
Address: Level 8, 40 Market Street, Melbourne
Ref: Property Group CG
Customer Code: 9926R



The caveator claims the estate or interest specified in the land described on the grounds set out and forbids the registration of any person as proprietor of and of any instrument affecting the estate or interest to the extent specified.

Land: *(title, mortgage, charge or lease)*

The areas marked L-1, E-1, E-2 and E-3 on the plan attached hereto and being part of the land described in Certificate of Title Volume 11107 Folio 866

Caveator: *(full name and address)*

CITIPower PTY
Level 8, 40 Market Street, Melbourne

Estate or Interest claimed:

An equitable interest as lessee in possession

Grounds of claim:

The Caveator is the Lessee under an unregistered Lease from HENGYI AUSTRALIA PTY LTD Lessor dated 19 August 2013

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

Any dealing affecting the interest of the Caveator under the lease

Address in Victoria for service of notice *(including postcode)*

CitiPower Pty, Company Secretary, Level 8, 40 Market Street, Melbourne, Victoria, 3000

Dated: 19 August 2013

Signature of caveator

EXECUTED by CITIPOWER PTY)
ACN 064 651 056 by its duly appointed)
attorney BRIAN MURRAY, Chief Financial)
Officer pursuant to Power of Attorney dated)
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 :)

Witness

Ref: X8954 97AP4301

Approval No. 10701209A

STAMP DUTY USE ONLY

C

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

AK541595M

The coll and mai regi Victoria Land Registry

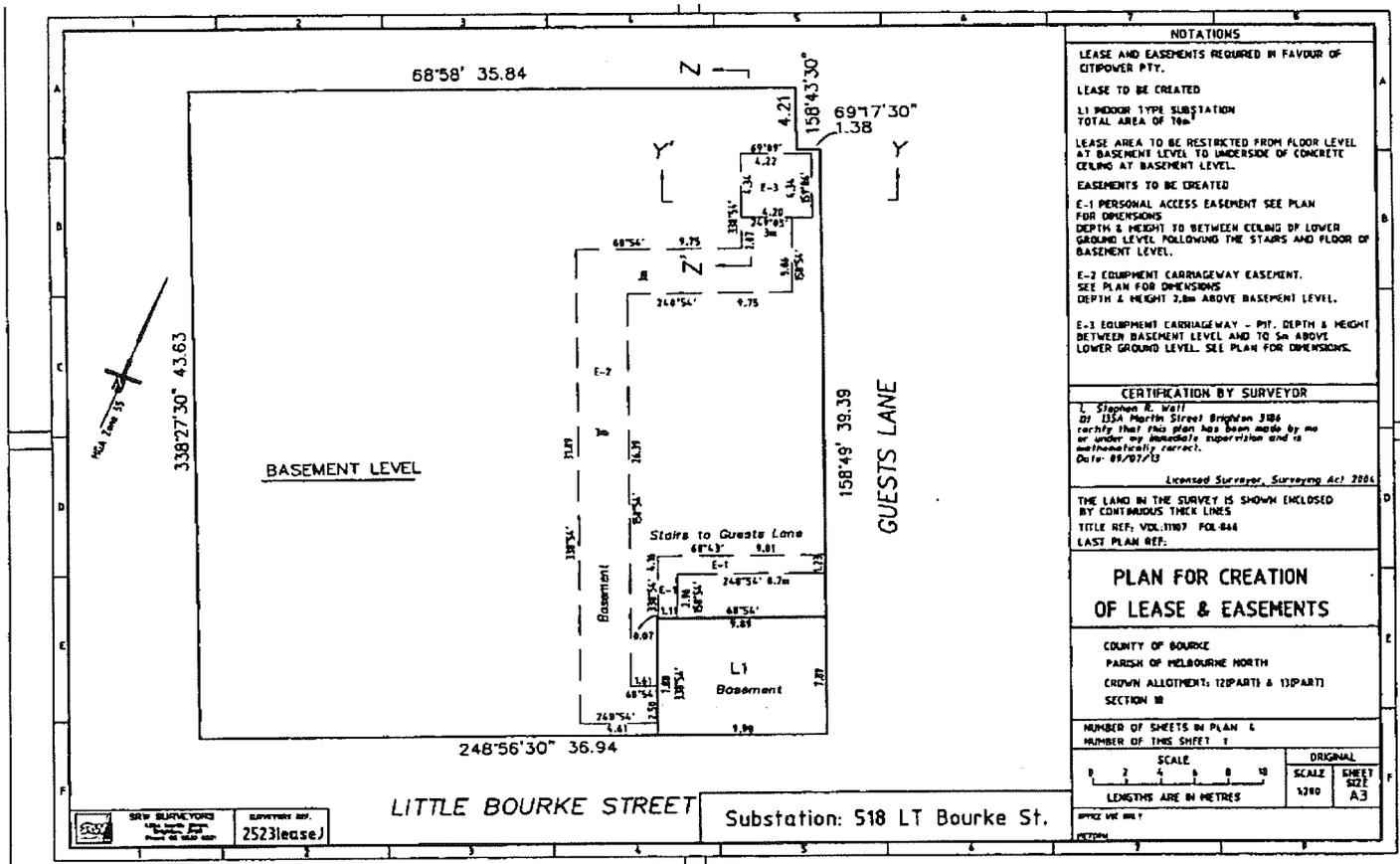
21/08/2013 \$74.60 89



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Signatures of the parties

Panel Heading



Approval No. 10701209A

A1

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ANNEXURE PAGE

Transfer of Land Act 1958

AK541595M

21/08/2013 \$74.60 89

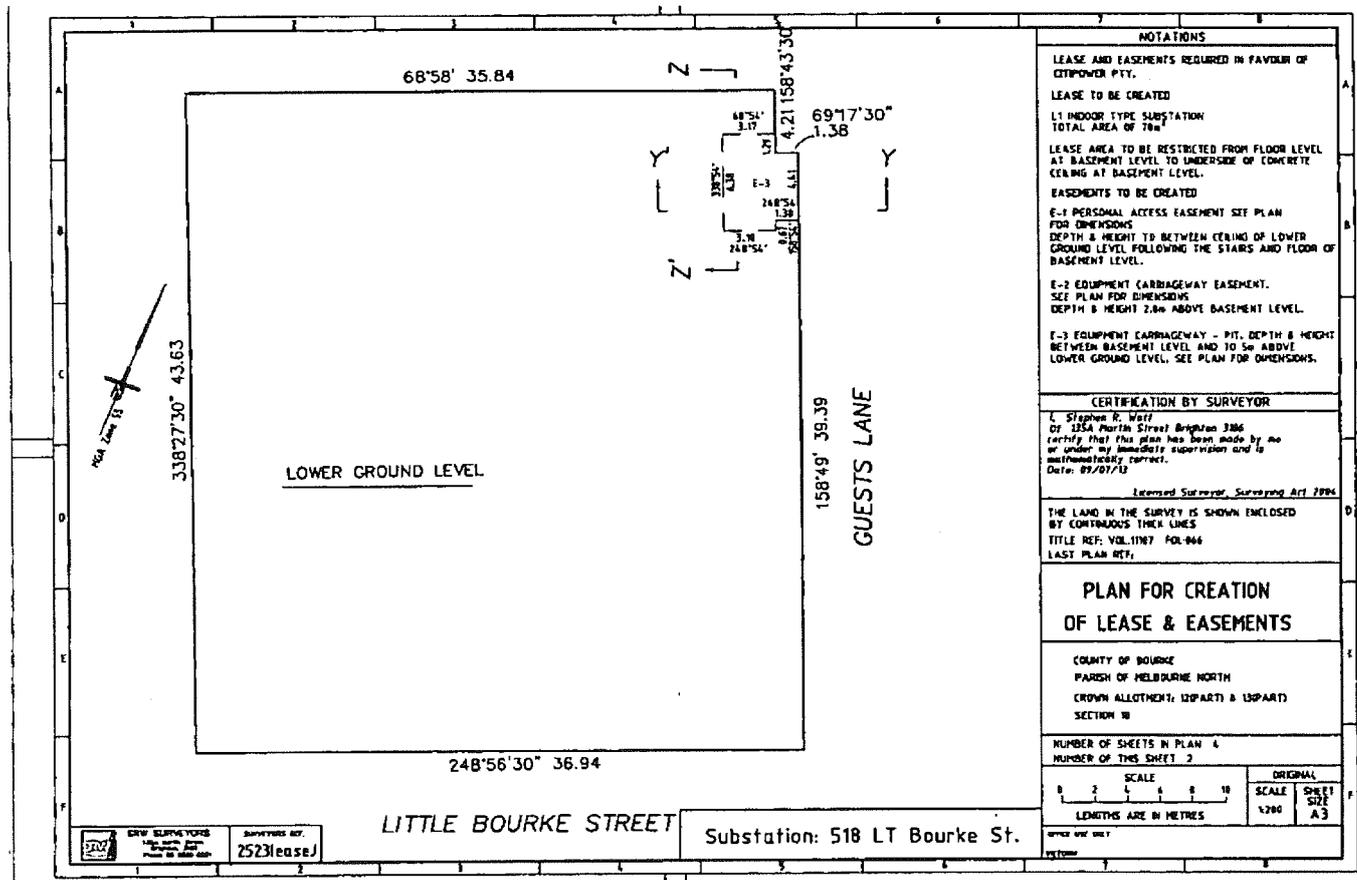


Registers and indexes in the
Victorian Land Registry

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Signatures of the parties

Panel Heading



Approval No. 10701209A

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Transfer of Land Act 1958

AK541595M

21/08/2013 \$74.60 89

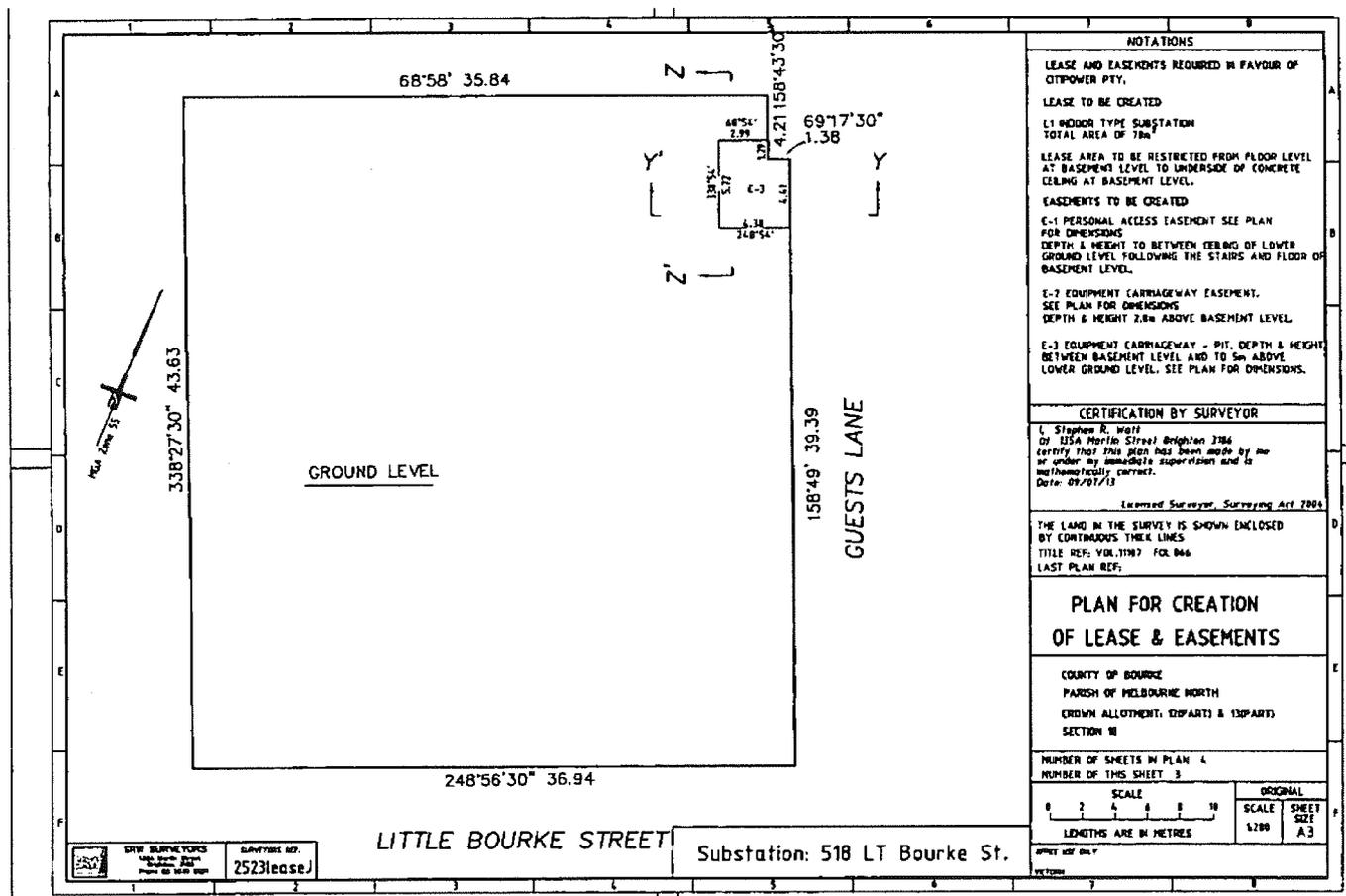


registers and indexes in the
Victorian Land Registry

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Signatures of the parties

Panel Heading



Approval No. 10701209A

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ANNEXURE PAGE

Transfer of Land Act 1958

AK541595M

21/08/2013 \$74.60 89

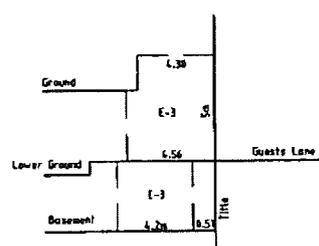


This is page 5 of *Approved Form C* dated 19 August 2013 between CitiPower Pty and Hengyi Australia Pty Ltd

Signatures of the parties

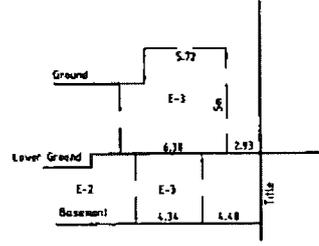
Panel Heading

Section Y'-Y



Not to scale

Section Z'-Z



Not to scale

NOTATIONS

LEASE AND EASEMENTS REQUIRED IN FAVOUR OF CITIPOWER PTY.

LEASE TO BE CREATED

L1 INDOOR TYPE SUBSTATION
TOTAL AREA OF 70m²

LEASE AREA TO BE RESTRICTED FROM FLOOR LEVEL AT BASEMENT LEVEL TO UNDERSIDE OF CONCRETE CEILING AT BASEMENT LEVEL.

EASEMENTS TO BE CREATED

E-1 PERSONAL ACCESS EASEMENT SEE PLAN FOR DIMENSIONS
DEPTH & HEIGHT TO BETWEEN CEILING OF LOWER GROUND LEVEL FOLLOWING THE STAIRS AND FLOOR OF BASEMENT LEVEL.

E-2 EQUIPMENT CARRIAGEWAY EASEMENT. SEE PLAN FOR DIMENSIONS
DEPTH & HEIGHT 2.0m ABOVE BASEMENT LEVEL.

E-3 EQUIPMENT CARRIAGEWAY - PWT. DEPTH & HEIGHT BETWEEN BASEMENT LEVEL AND TO 5m ABOVE LOWER GROUND LEVEL. SEE PLAN FOR DIMENSIONS.

CERTIFICATION BY SURVEYOR

I, Stephen G. Watt
Of 155A Marine Street Brighton 3186
certify that this plan has been made by me or under my immediate supervision and is mathematically correct.
Date: 09/07/13
Licensed Surveyor, Surveying Act 2004

THE LAND IN THE SURVEY IS SHOWN ENCLOSED BY CONTINUOUS THICK LINES
TITLE REF: VOL.1107 FOL.046
LAST PLAN REF:

PLAN FOR CREATION OF LEASE & EASEMENTS

COURTY OF BOURKE
PARISH OF MELBOURNE NORTH
(DOWN ALLOTMENT) (2PART) & (3PART)
SECTION 10

NUMBER OF SHEETS IN PLAN 4
NUMBER OF THIS SHEET 4

SCALE	ORIGINAL
0 2 4 6 8 10	SCALE SHEET
LENGTHS ARE IN METRES	1:200 A3

OFFICE USE ONLY

SWAY SURVEYERS
155A MARINE STREET
BRIGHTON VIC 3186
PHONE 95 948 880

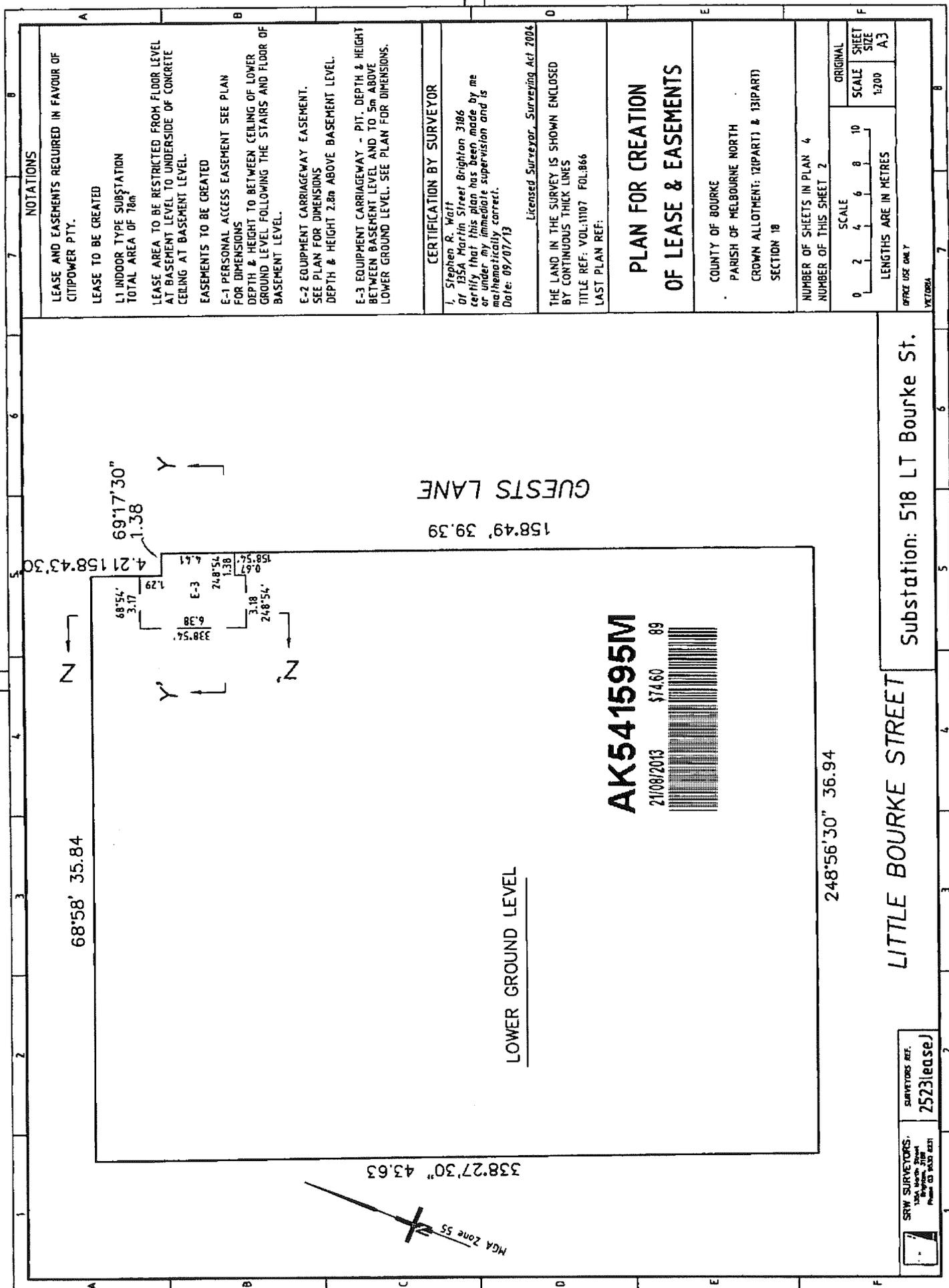
SURVEYING NO. 2523(lease)

Substation: 510 LT Bourke St.

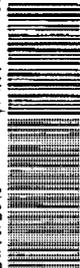
Approval No. 10701209A

A1

1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED.**
2. If multiple copies of the instrument are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.



AK541595M
 21/08/2013 \$74.60 89



Substation: 518 LT Bourke St.

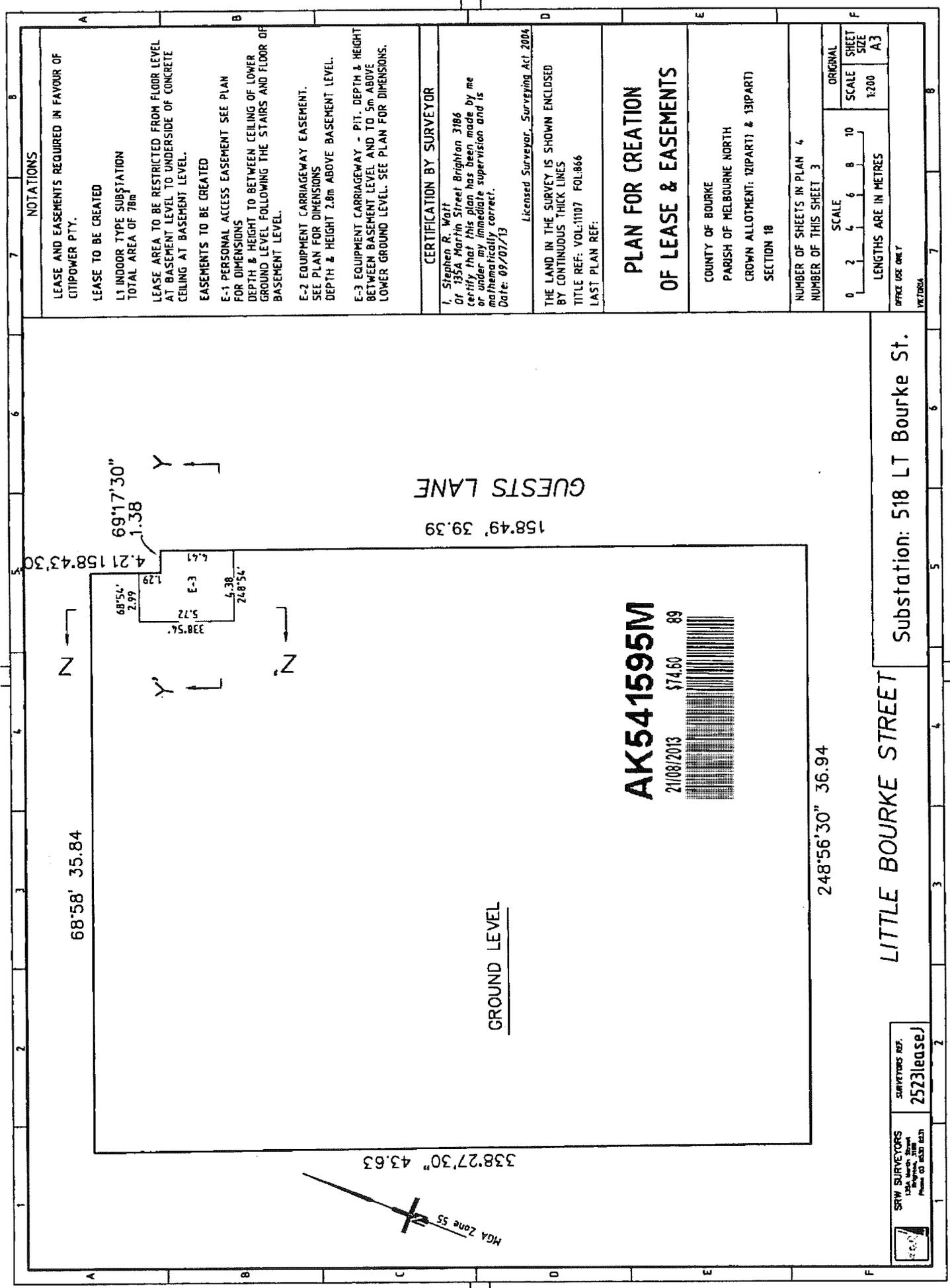
LITTLE BOURKE STREET

248'56'30" 36.94

SRM SURVEYORS
 1244 North Street
 Brighton, VIC 3186
 Phone 03 9592 8821

SURVEYORS REF.
2523(ensej)

<p>NOTATIONS</p> <p>LEASE AND EASEMENTS REQUIRED IN FAVOUR OF CITIPOWER PTY.</p> <p>LEASE TO BE CREATED</p> <p>L1 INDOOR TYPE SUBSTATION TOTAL AREA OF 78m</p> <p>LEASE AREA TO BE RESTRICTED FROM FLOOR LEVEL AT BASEMENT LEVEL TO UNDERSIDE OF CONCRETE CEILING AT BASEMENT LEVEL.</p> <p>EASEMENTS TO BE CREATED</p> <p>E-1 PERSONAL ACCESS EASEMENT SEE PLAN FOR DIMENSIONS DEPTH & HEIGHT TO BETWEEN CEILING OF LOWER GROUND LEVEL FOLLOWING THE STAIRS AND FLOOR OF BASEMENT LEVEL.</p> <p>E-2 EQUIPMENT CARRIAGEWAY EASEMENT. SEE PLAN FOR DIMENSIONS DEPTH & HEIGHT 2.8m ABOVE BASEMENT LEVEL.</p> <p>E-3 EQUIPMENT CARRIAGEWAY - PIT. DEPTH & HEIGHT BETWEEN BASEMENT LEVEL AND TO 5m ABOVE LOWER GROUND LEVEL. SEE PLAN FOR DIMENSIONS.</p>	
<p>CERTIFICATION BY SURVEYOR</p> <p>I, Stephen R. Hall of 135A Martin Street, Brighton 3186 certify that this plan has been made by me or under my immediate supervision and is mathematically correct. Date: 09/07/13</p> <p>Licensed Surveyor, Surveying Act 2006</p>	
<p>THE LAND IN THE SURVEY IS SHOWN ENCLOSED BY CONTINUOUS THICK LINES</p> <p>TITLE REF: VOL:1107 FOL:866</p> <p>LAST PLAN REF:</p>	
<p>PLAN FOR CREATION OF LEASE & EASEMENTS</p>	
<p>COUNTY OF BOURKE PARISH OF MELBOURNE NORTH CROWN ALLOTMENT: 12(PART) & 13(PART) SECTION 18</p>	
<p>NUMBER OF SHEETS IN PLAN 4 NUMBER OF THIS SHEET 2</p>	<p>ORIGINAL SCALE 1:200 SHEET SIZE A3</p>
<p>LENGTHS ARE IN METRES</p>	
<p>OFFICE USE ONLY VICTORIA</p>	



NOTATIONS

LEASE AND EASEMENTS REQUIRED IN FAVOUR OF CITIPOWER PTY.

LEASE TO BE CREATED

L1 INDOOR TYPE SUBSTATION
TOTAL AREA OF 78m

LEASE AREA TO BE RESTRICTED FROM FLOOR LEVEL AT BASEMENT LEVEL TO UNDERSIDE OF CONCRETE CEILING AT BASEMENT LEVEL.

EASEMENTS TO BE CREATED

E-1 PERSONAL ACCESS EASEMENT SEE PLAN FOR DIMENSIONS
DEPTH & HEIGHT TO BETWEEN CEILING OF LOWER GROUND LEVEL FOLLOWING THE STAIRS AND FLOOR OF BASEMENT LEVEL.

E-2 EQUIPMENT CARRIAGEWAY EASEMENT.
SEE PLAN FOR DIMENSIONS
DEPTH & HEIGHT 2.8m ABOVE BASEMENT LEVEL.

E-3 EQUIPMENT CARRIAGEWAY - PIT. DEPTH & HEIGHT BETWEEN BASEMENT LEVEL AND TO 5m ABOVE LOWER GROUND LEVEL. SEE PLAN FOR DIMENSIONS.

CERTIFICATION BY SURVEYOR

I, Stephen R. Watt
Of 135A Martin Street Brighton 3186
certify that this plan has been made by me or under my immediate supervision and is mathematically correct.
Date: 09/07/13

Licensed Surveyor, Surveying Act 2004

THE LAND IN THE SURVEY IS SHOWN ENCLOSED BY CONTINUOUS THICK LINES

TITLE REF: VOL:1107 FOL:866
LAST PLAN REF:

PLAN FOR CREATION OF LEASE & EASEMENTS

COUNTY OF BOURKE
PARISH OF HELBOURNE NORTH
CROWN ALLOTMENT: 12(PART) & 13(PART)
SECTION 18

NUMBER OF SHEETS IN PLAN 4
NUMBER OF THIS SHEET 3

SCALE
0 2 4 6 8 10
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3
SCALE 1:200

OFFICE USE ONLY
VICTORIA

AK541595M

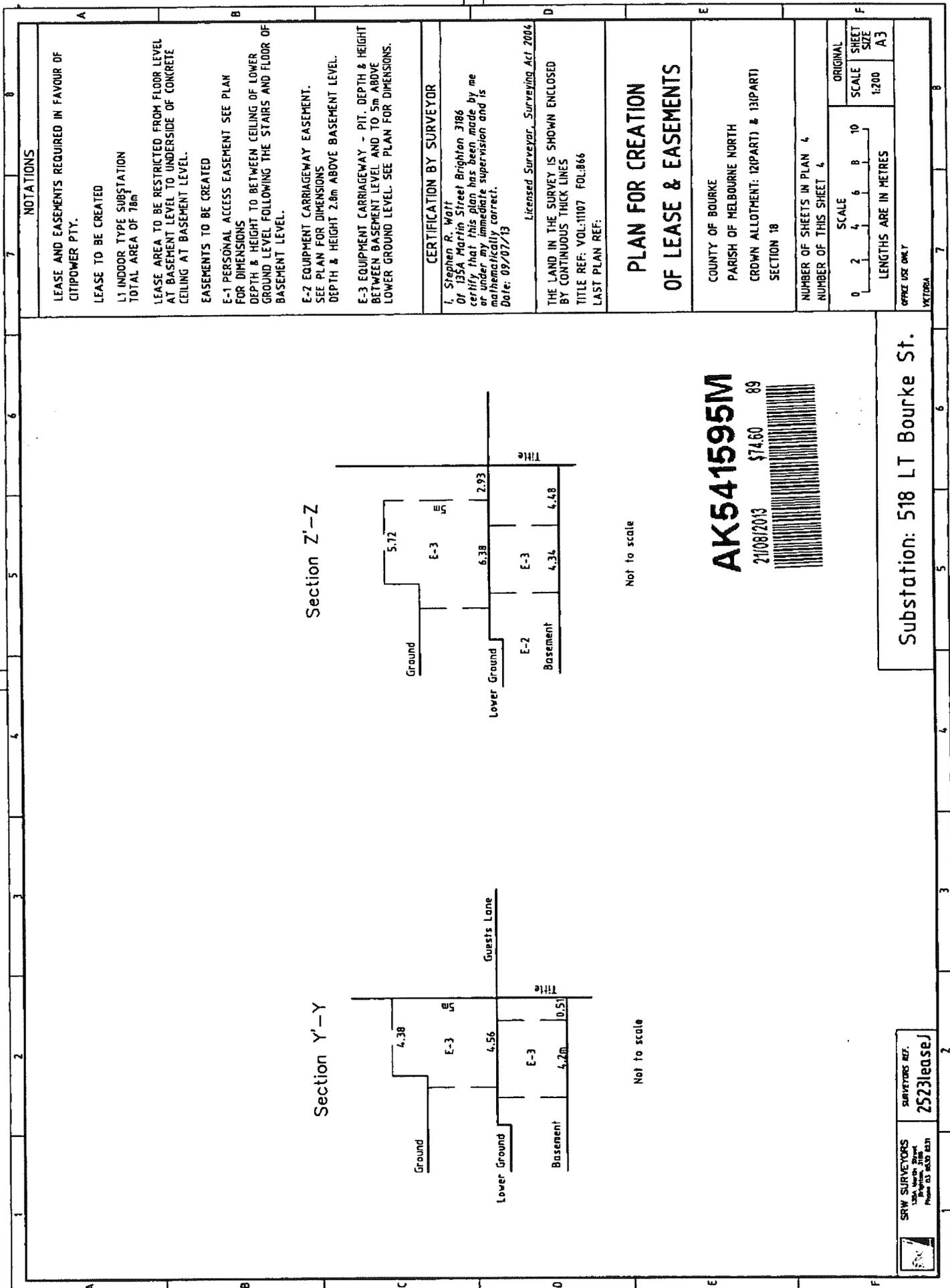
21/08/2013 \$74.60 89

Substation: 518 LT Bourke St.

LITTLE BOURKE STREET

SRW SURVEYORS
135A Martin Street
Brighton VIC 3186
2523leaseJ

SRW SURVEYORS
135A Martin Street
Brighton VIC 3186



NOTATIONS

LEASE AND EASEMENTS REQUIRED IN FAVOUR OF CITIPOWER PTY.

LEASE TO BE CREATED

L1 INDOOR TYPE SUBSTATION
TOTAL AREA OF 78m²

LEASE AREA TO BE RESTRICTED FROM FLOOR LEVEL AT BASEMENT LEVEL TO UNDERSIDE OF CONCRETE CEILING AT BASEMENT LEVEL.

EASEMENTS TO BE CREATED

E-1 PERSONAL ACCESS EASEMENT SEE PLAN FOR DIMENSIONS

DEPTH & HEIGHT TO BETWEEN CEILING OF LOWER GROUND LEVEL FOLLOWING THE STAIRS AND FLOOR OF BASEMENT LEVEL.

E-2 EQUIPMENT CARRIAGEWAY EASEMENT. SEE PLAN FOR DIMENSIONS.
DEPTH & HEIGHT 2.8m ABOVE BASEMENT LEVEL.

E-3 EQUIPMENT CARRIAGEWAY - PIT, DEPTH & HEIGHT BETWEEN BASEMENT LEVEL AND TO 5m ABOVE LOWER GROUND LEVEL. SEE PLAN FOR DIMENSIONS.

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TITLE REF: VOL:1107 FOL:866

LAST PLAN REF:

PLAN FOR CREATION OF LEASE & EASEMENTS

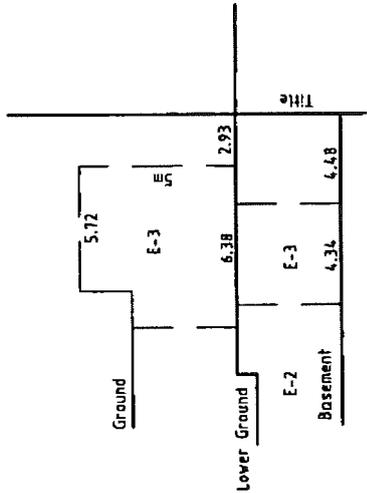
COUNTY OF BOURKE
PARISH OF MELBOURNE NORTH
CROWN ALLOTMENT: 12(PART) & 13(PART)
SECTION 18

NUMBER OF SHEETS IN PLAN 4
NUMBER OF THIS SHEET 4

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LENGTHS ARE IN METRES		SCALE 1:200

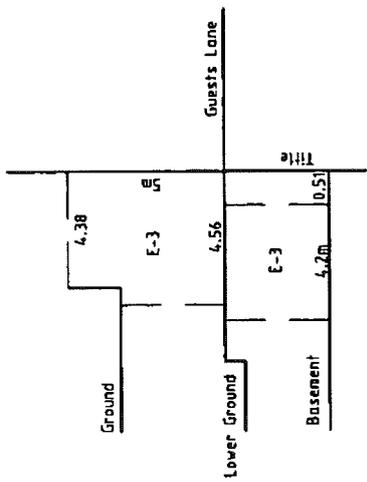
OFFICE USE ONLY
VICTORIA

Section Z'-Z



Not to scale

Section Y'-Y



Not to scale

AK541595M

21/08/2013 \$74.60 89



Substation: 518 LT Bourke St.

SRW SURVEYORS
135A Martin Street
Brighton 3186
Phone: 03 9523 8231

SURVEYORS REF:
2523leaseJ

Signed by Council: Melbourne City Council, Council Ref: SA-2012-56, Original Certification: 05/02/2013

PLAN OF SUBDIVISION Under Section 35 of the Subdivision Act 1988		STAGE NO. <hr/>	LTO use only EDITION 1	Plan Number PS 707584E	
Location of Land Parish: Melbourne North Township: Section: 18 Crown Allotments: 10(Part), 11(Part), 12, 13 & 14(Part) Title references: Vol.9208 Fol.192, Vol.8738 Fol.375 Vol.11107 Fol.867, Vol.11107 Fol.868, Vol.11107 Fol.866, Vol.11164 Fol.181 & Vol.9227 Fol.181 Last plan reference: AP17608, AP7789, AP15716&LP46937 Postal Address: 502-534 Little Bourke St. 189-203 William St. & 525 Lonsdale St. (at time of subdivision) Melbourne 3000 MGA co-ordinates E. 320 020 Zone: 55 (of approx. centre of plan) N. 5 812 600		Council Certificate and Endorsement Council Name: Melbourne City Council Ref:SA-2012-56			
Vesting of Roads or Reserves					
Roads and reserves vest in the council/body/person named when the appropriate vesting date is recorded or transfer registered. Only roads and reserves marked thus (%) vest upon registration of this plan					
Identifier	Council/Body/Person				
R1	Melbourne City Council				
%R2	Melbourne City Council				
%R3	Melbourne City Council				
Notations					
Staging: This is /is not a staged subdivision Planning Permit No. Not Applicable					
THIS IS A SPEAR PLAN ** Access for the purposes as outlined in Instrument No.1546751 Land to be acquired by agreement: ROAD R1 (Being part of Vol.11107 Fol.866) Land to be acquired by compulsory process: ROAD R1 (Being part of Vol.11164 Fol.181) All the land is to be acquired free from all encumbrances other than any easements specified on this plan.					
Depth Limitation: DOES NOT APPLY AHD-Australian Height Datum based on Melbourne North PM 50 AHD Height 28.446 SMES search date: 21st March 2011 Survey: This plan is/is not based on survey This survey has been connected to permanent mark No(s). PM 50 & PM 57 In Proclaimed Survey Area No.					
Easement Information				LRS use only	
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)				Statement of Compliance/ Exemption Statement	
Easements marked (-) are existing easements Easements marked (+) are created upon registration of this plan Easements marked (*) are created when the appropriate vesting date is recorded or transfer registered Easements marked (#) are removed when the appropriate vesting date is recorded or transfer registered				Received <input checked="" type="checkbox"/> Date: 21/08/13	
Symbol	Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
-	E-1	Light, Air, Access (see ** above) & Drainage	See Plan	Transfer 1546751	Lots 1 & 2 in TP756829K
-	E-2	Light, Air, Access (see ** above), Drainage & Sewerage	See Plan	Transfer 1546751	Lots 1 & 2 in TP756829K
-	E-3	Carriageway	See Plan	Transfer G591983	Vol.11107 Fol.866
-	E-4	Carriageway	1.30	Transfer D60324	Vol.11107 Fol.867,
-	E-5	Carriageway	3.73	Transfer G738635	Land remaining untransferred in Vol.5789 Fol.757 at 9 Aug.1977 Unspecified
-	E-6	Any Easements	See Plan	Vol.6294 Fol.666	Land remaining untransferred in V5789 F757 and whole of V4090 F929, V4802 F331, V4823 F443, V5368 F571, V5789 F758, V5915 F811 V5915 F812, V6266 F133, V8070 F622 & V8798 F531
-	A-1	Way, Light, Air and open reserve	See Plan	Transfer G252495	
 SRW SURVEYORS Pty Ltd 135A MARTIN STREET BRIGHTON 3186 Phone 03 9530 8231 Email: surveyor@srwsurveyors.com.au				LICENSED SURVEYOR (PRINT).....STEPHEN R. WATT..... SIGNATURE..... DATE / / REF.2523 sec35 VERSION 09	
				DATE / / COUNCIL DELEGATE SIGNATURE	
				Sheet 1	

PLAN OF SUBDIVISION

Under Section 35 of the Subdivision Act 1988

STAGE NO.

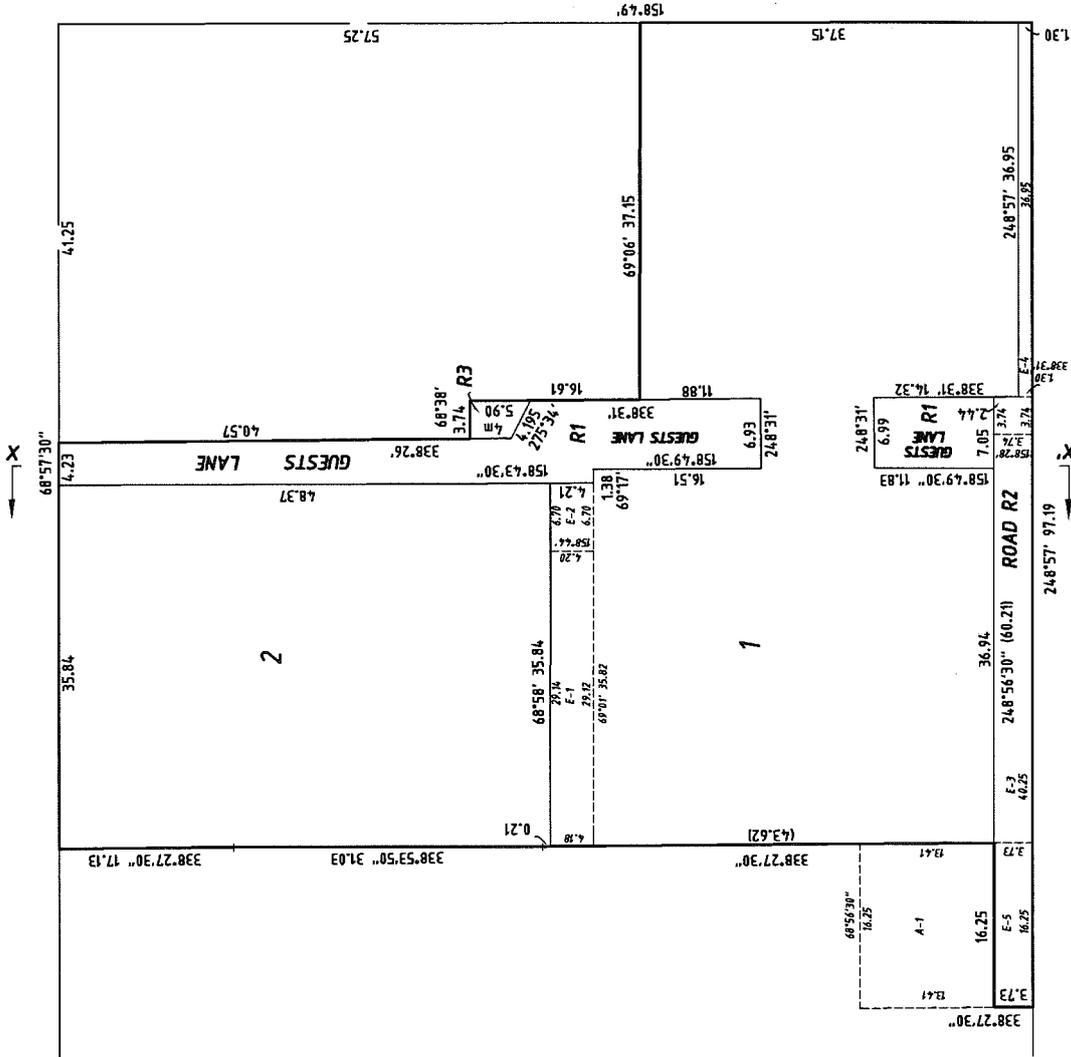
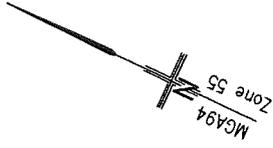
Plan Number

PS 707584E

LONSDALE STREET

DIAGRAM 2

ABOVE RL 29.15 AHD & BELOW RL 29.60 AHD.
Conversion using Williamstown Datum Chart
Survey Practice Handbook.



LITTLE BOURKE STREET

SRW SURVEYORS Pty Ltd
 135A MARTIN STREET
 BRIGHTON 3186
 Phone 03 9530 8231
 Email: surveyor@srw-surveyors.com.au

ORIGINAL SCALE 1:500
 SHEET SIZE A3

SCALE 5 0 10 20
 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) STEPHEN R. WATT
 SIGNATURE..... DATE / /
 REF: 25235EC35 VERSION 09

Sheet 3

DATE / /
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION
Under Section 35 of the Subdivision Act 1988

STAGE NO. /

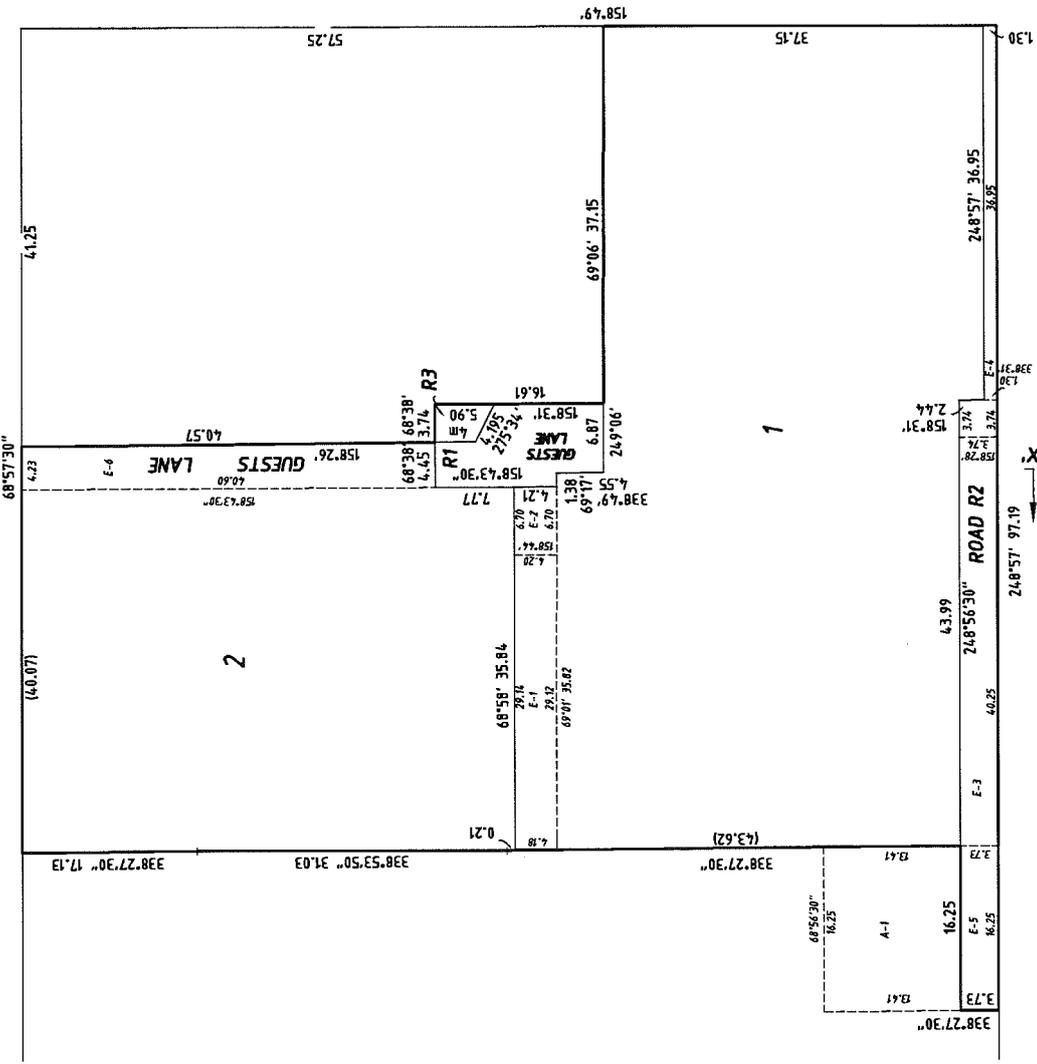
Plan Number
PS 707584E

LONSDALE STREET

DIAGRAM 3

ABOVE RL 29.60 AHD.

Conversion using Williamstown Datum Chart
Survey Practice Handbook.



Signed by: Stephen Richmond Watt (SRW Surveyors Pty Ltd) Surveyors Plan Version (9) SPEAR Ref: S024696H 14/01/2013, Amended: 09/10/2013.

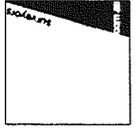
Sheet 4
DATE / /
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) STEPHEN R. WATT
SIGNATURE..... DATE / /
VERSION 09
REF. 2523SEC35

SCALE
5 0 10 20
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3
SCALE 1:500

SRW SURVEYORS Pty Ltd
135A MARTIN STREET
BRIGHTON 3186
Phone 03 9530 8231
Email: surveyor@srwsurveyors.com.au



Signed by Council: Melbourne City Council, Council Ref: SA-2012-56, Original Certification: 05/02/2013

PLAN OF SUBDIVISION

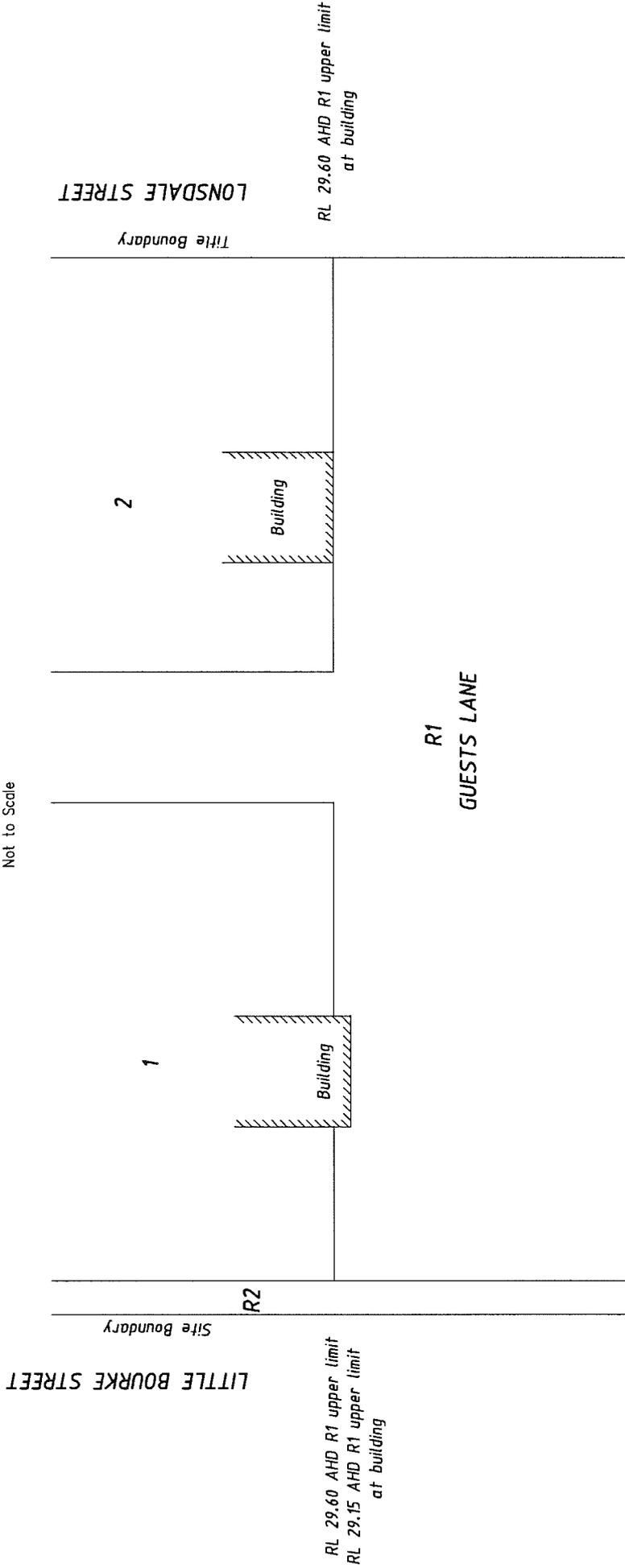
Under Section 35 of the Subdivision Act 1988

STAGE NO.

Plan Number
PS 707584E

DIAGRAM 4
Section X-X'

Not to Scale



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135A MARTIN STREET
BRIGHTON 3186
Phone 03 9530 8231
Email: surveyor@srw-surveyors.com.au



ORIGINAL SCALE NTS
SHEET SIZE A3

SCALE
0
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)
SIGNATURE.....
REF.2523SEC35

STEPHEN R. WATT
DATE / /
VERSION 09

Sheet 5
DATE / /
COUNCIL DELEGATE SIGNATURE

Signed by Council: Melbourne City Council, Council Ref: SA-2012-56, Original Certification: 05/02/2013

PLAN OF SUBDIVISION Under Section 35 of the Subdivision Act 1988	STAGE NO. /	LTO use only EDITION	Plan Number PS 707584E
--	----------------	--------------------------------	----------------------------------

VESTING DATES & TRANSFERS REGISTRATION DATES OF ACQUIRED LAND

Land affected					Land acquired by agreement	LRS reference	Assistant Registrar of titles Signature
	Vesting Date	Government Gazette		Date of recording of vesting date	Date of registration of transfer		
		Page	Year				
R1 (Part)	-	-	-	-		AK542327J	GV
R1 (Part)	21/03/13	558	2013				GV

Sheet 6
_____ DATE / / COUNCIL DELEGATE SIGNATURE

SRW SURVEYORS Pty Ltd
 135A MARTIN STREET
 BRIGHTON 3186
 Phone 03 9530 8231
 Email: surveyor@srwsurveyors.com.au

LICENSED SURVEYOR (PRINT).....STEPHEN R. WATT.....
 SIGNATURE..... DATE / /
 REF.2523 sec35 VERSION 09



**Plan Pursuant to Section 35 PS707584E
Certification of Acquisition Plans (Form 4)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S024696H
Plan Number: PS707584E
Responsible Authority Name: Melbourne City Council
Responsible Authority Reference Number 1: SA-2012-56
Surveyor's Plan Version: 9

This is a plan under section 35 of the **Subdivision Act 1988** which does not create any additional lots.

This plan is exempt from Part 3 of the **Subdivision Act 1988**.

Certification

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

Digitally signed by Council Delegate: Christopher Neil Blackwood
Organisation: Melbourne City Council
Date: 05/02/2013

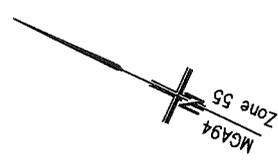
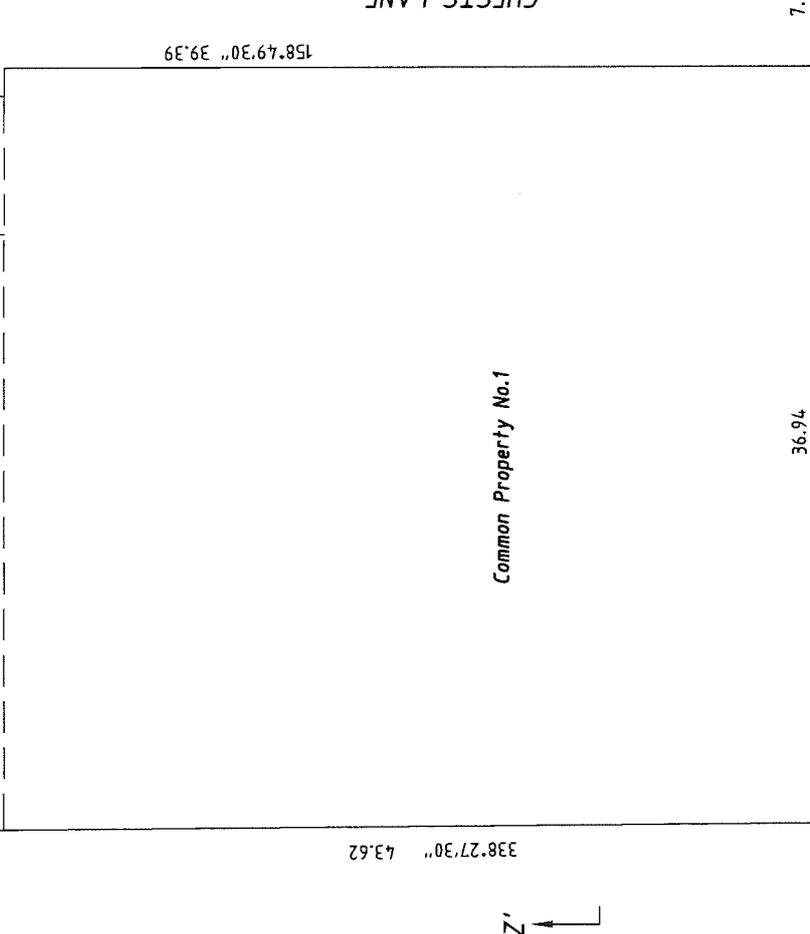
Proposed Plan of Subdivision

WARNING
 THIS PLAN IS AN UNREGISTERED PLAN OF
 SUBDIVISION. DIMENSIONS AND LAYOUT MAY
 VARY PRIOR TO FINAL APPROVAL OF PLAN.

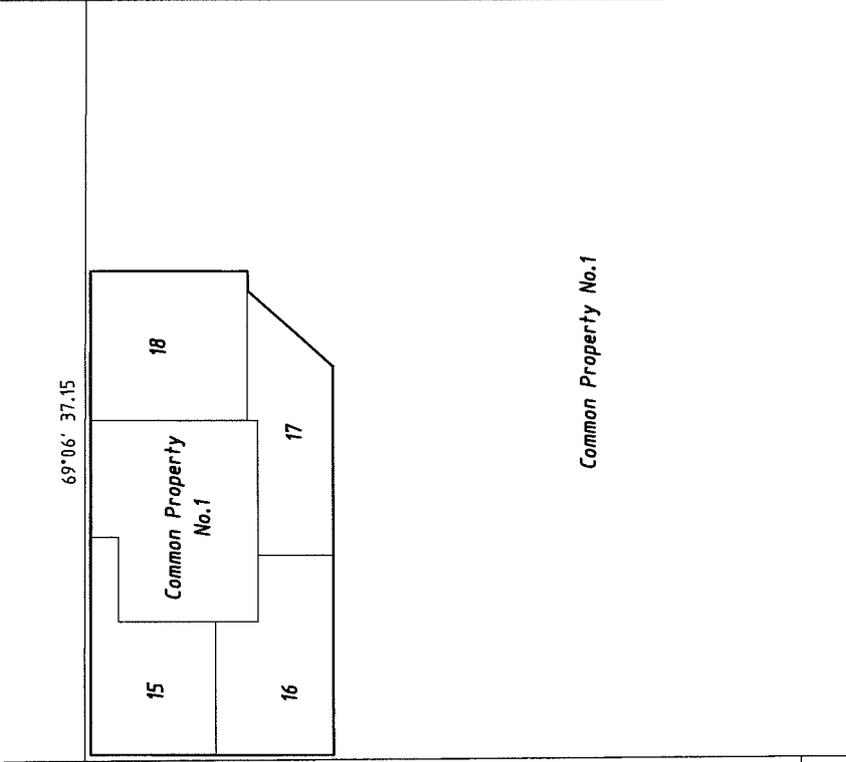
DIAGRAM 1

Lower Basement

68°58' 35.84



WILLIAM STREET
 158°49' 37.15



Plan Number
PS 648185V

STAGE NO. /
 LRS use only
EDITION

**PROPOSED
 PLAN OF SUBDIVISION**

LITTLE BOURKE STREET

GUESTS LANE

Sheet 2
 DATE / /
 COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) STEPHEN R. WATT
 SIGNATURE..... DATE / /
 REF.25231Basement VERSION 07

ORIGINAL SCALE SHEET SIZE A3
 SCALE 1:250
 SCALE 2.5 0 5 10
 LENGTHS ARE IN METRES

SRW SURVEYORS Pty Ltd
 15A MARTIN STREET
 BRIGHTON 3186
 Phone 03 9530 8231
 Fax
 Email: survejor@srwsurveyors.com.au



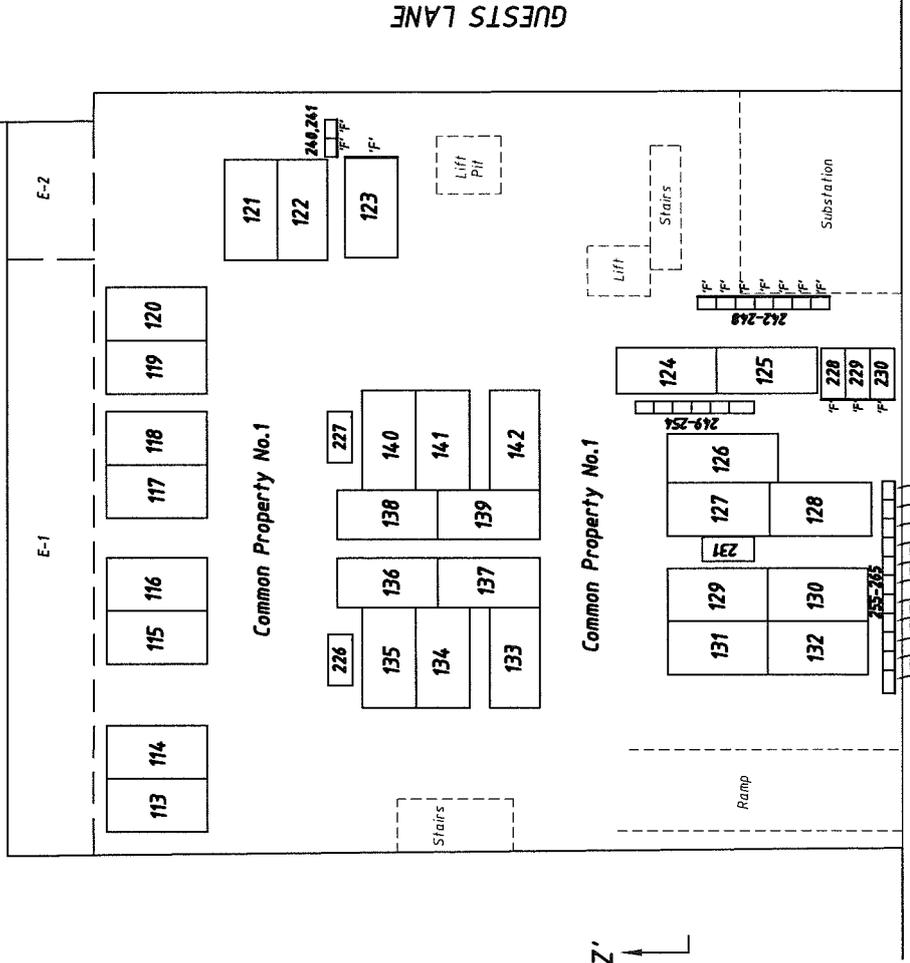
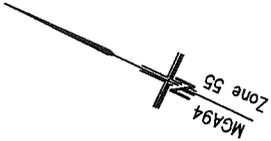
WARNING
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 SUBDIVISION DIMENSIONS AND LAYOUT MAY
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DIAGRAM 2
Basement
PROPOSED
PLAN OF SUBDIVISION

STAGE NO.

LRS use only
EDITION

Plan Number
PS 648185V



GUESTS LANE

WILLIAM STREET



See Diagram 30 for Typical Section & Enlargement
 of Lots 226-231, 240-265

See Diagram 31 for Enlargement
 of Lots 266-270 & 232

SRW SURVEYORS Pty Ltd
 15A MARTIN STREET
 BRIGHTON 3186
 Phone 03 9530 8331
 Fax
 Email: surveyor@srwsurveyors.com.au



LITTLE BOURKE STREET

ORIGINAL
 SCALE 1:250
 SHEET SIZE A3

SCALE 2.5 0 5 10
 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)
 SIGNATURE
 REF. 2523B Basement
 SURVEYOR'S NAME: STEPHEN R. WATT
 DATE / /
 VERSION 07

Sheet 3
 DATE / /
 COUNCIL DELEGATE SIGNATURE

WARNING
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SUBDIVISION. DIMENSIONS AND LAYOUT MAY
VARY PRIOR TO FINAL APPROVAL OF PLAN.

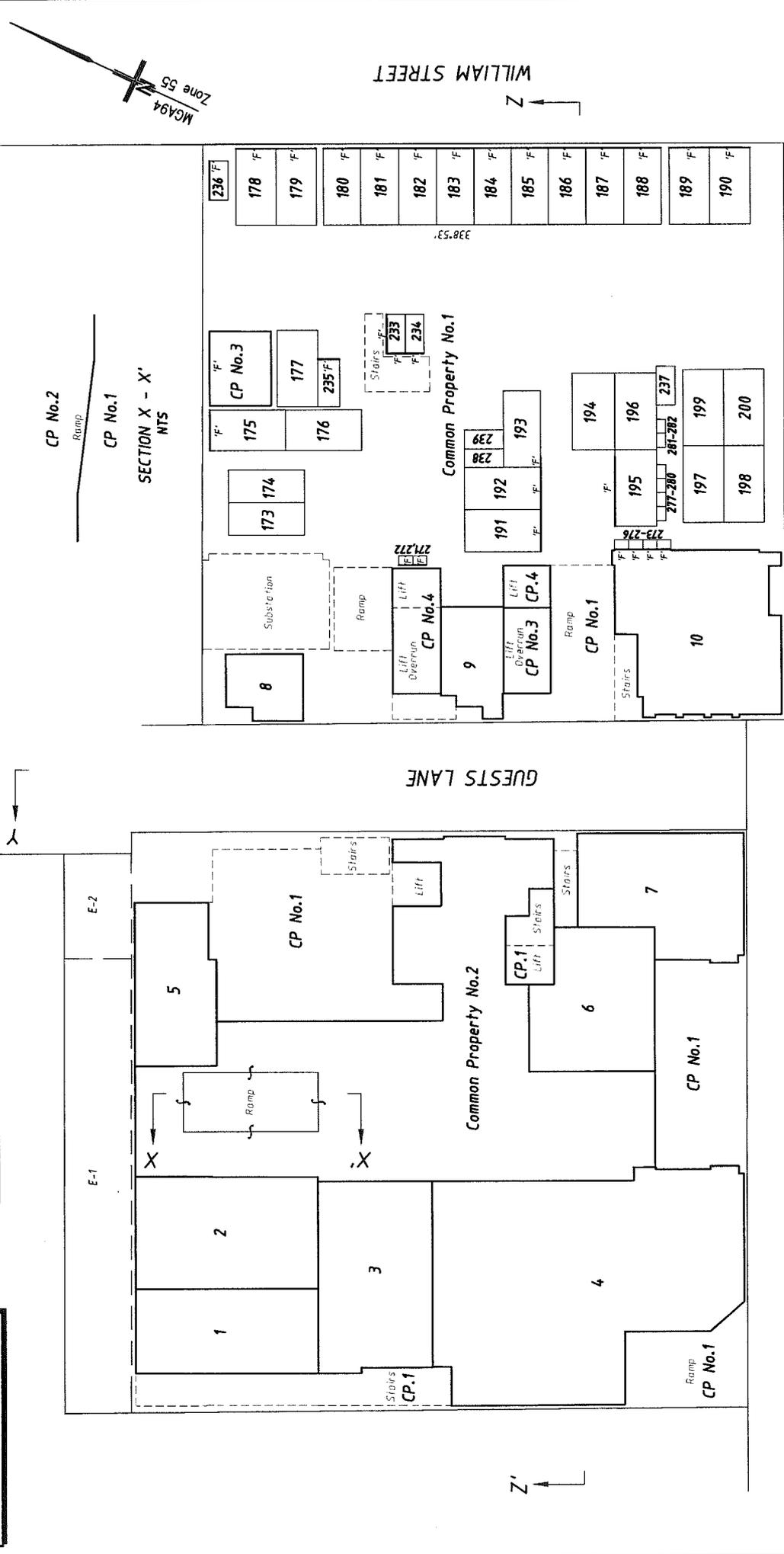
DIAGRAM 3
Lower Ground

**PROPOSED
PLAN OF SUBDIVISION**

STAGE NO. /

LRS use only
EDITION

Plan Number
PS 648185V



See Diagram 31 for Typical Section &
See Diagram 32 for Enlargements
of Lots 271-282, 233-239

LITTLE BOURKE STREET

SRW SURVEYORS Pty Ltd
15A MARTIN STREET
BRIGHTON 3186
Phone 03 8530 0231
Fax
Email: surveyor@srwsurveyors.com.au



ORIGINAL
SCALE 1:250
SHEET SIZE A3

SCALE 2.5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)
SIGNATURE
REF. 2523/Ground

LICENSED SURVEYOR (PRINT)
SIGNATURE
REF. 2523/Ground

DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet 4

VERSION 06

WARNING
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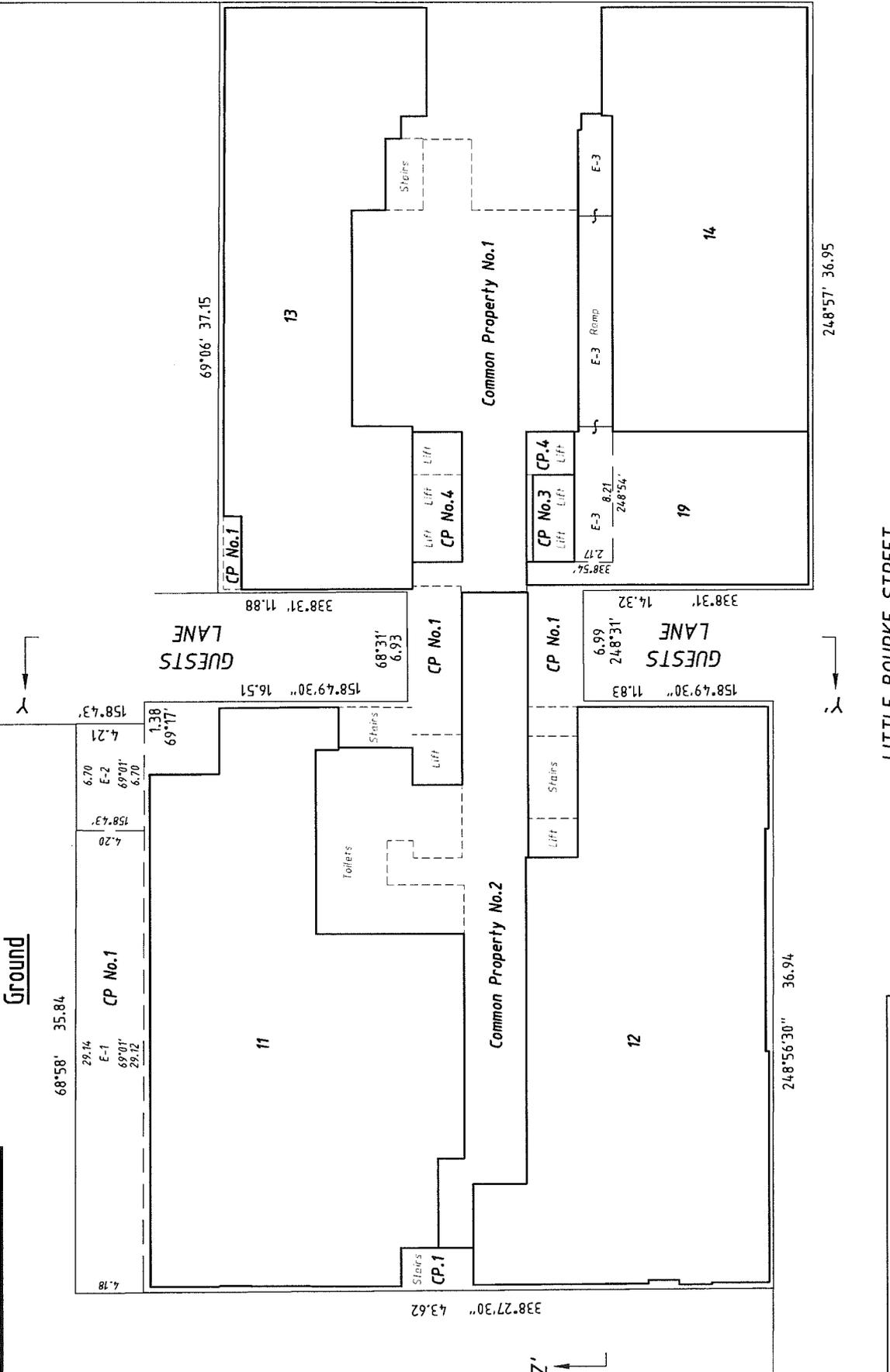
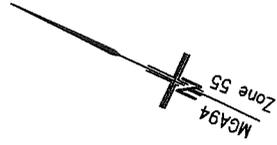
DIAGRAM 4

Ground

**PROPOSED
PLAN OF SUBDIVISION**

STAGE NO. /
LFS use only
EDITION

Plan Number
PS 648185V



LITTLE BOURKE STREET

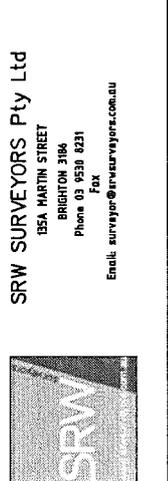
WILLIAM STREET

Sheet 5
DATE / /
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT)
SIGNATURE.....
STEPHEN R. WATT
DATE / /
VERSION 07
REF.25236round

ORIGINAL
SCALE 1:250
SHEET SIZE A3
SCALE 2.5 0 5 10
LENGTHS ARE IN METRES

SRW SURVEYORS Pty Ltd
15A MARTIN STREET
BRIGHTON 3184
Phone 03 9530 8231
Fax
Email: surveyor@srwsurveyors.com.au



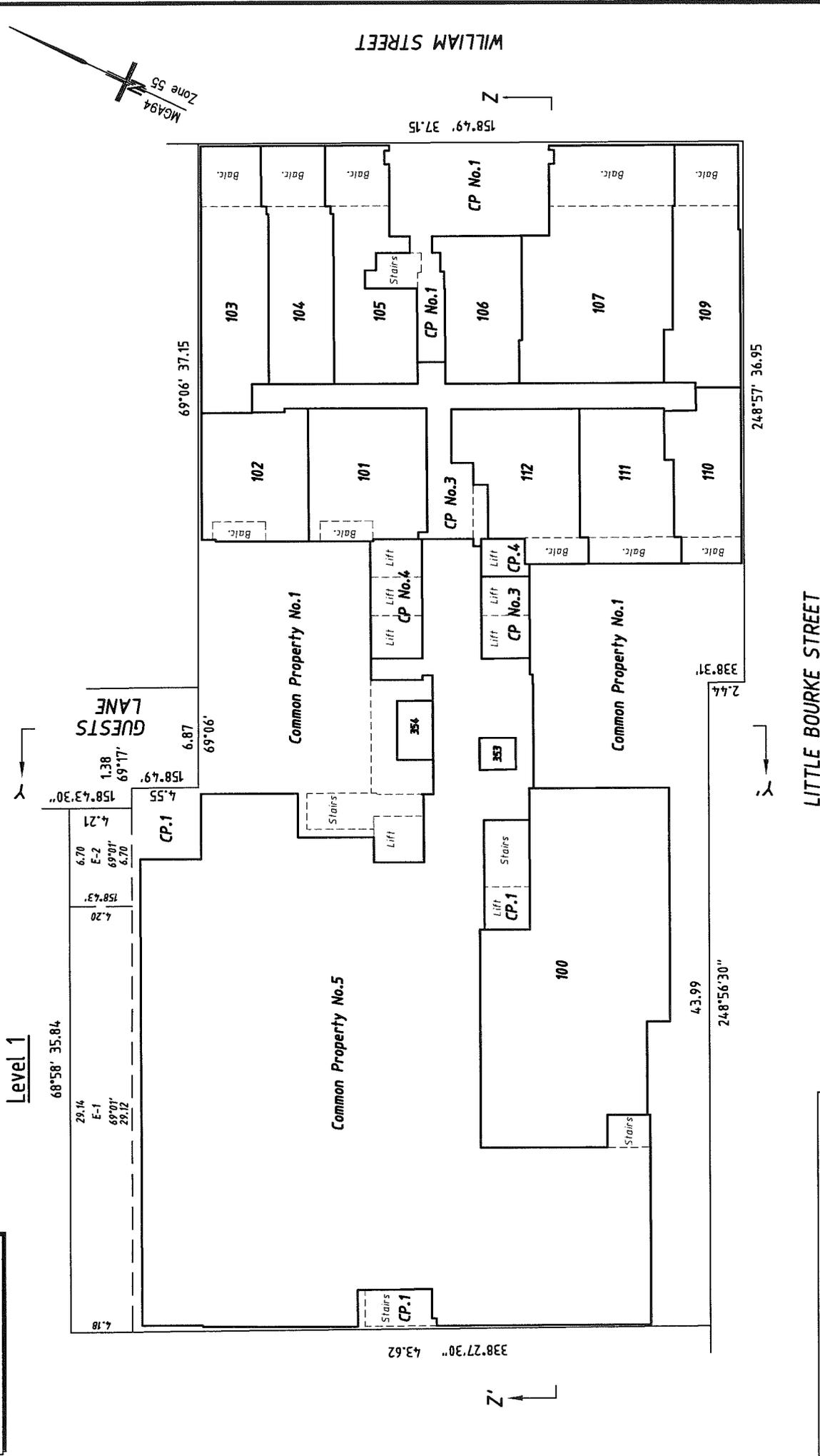
WARNING
THIS PLAN IS AN UNREGISTERED PLAN OF
SUBDIVISION. DIMENSIONS AND LAYOUT MAY
VARY PRIOR TO FINAL APPROVAL OF PLAN.

DIAGRAM 5
Level 1

**PROPOSED
PLAN OF SUBDIVISION**

STAGE NO. /
LRS use only
EDITION

Plan Number
PS 648185V



SRW SURVEYORS Pty Ltd
155A MARTIN STREET
BRIGHTON 3186
Phone 03 959 6231
Fax
Email: surveyor@srwsurveyors.com.au

ORIGINAL
SCALE 1:250
SHEET SIZE A3

SCALE 2.5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)
SIGNATURE.....
STEPHEN R. WATT
DATE / /
VERSION 07

Sheet 6
DATE / /
COUNCIL DELEGATE SIGNATURE

WARNING
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SUBDIVISION. DIMENSIONS AND LAYOUT MAY
VARY PRIOR TO FINAL APPROVAL OF PLAN.

DIAGRAM 6

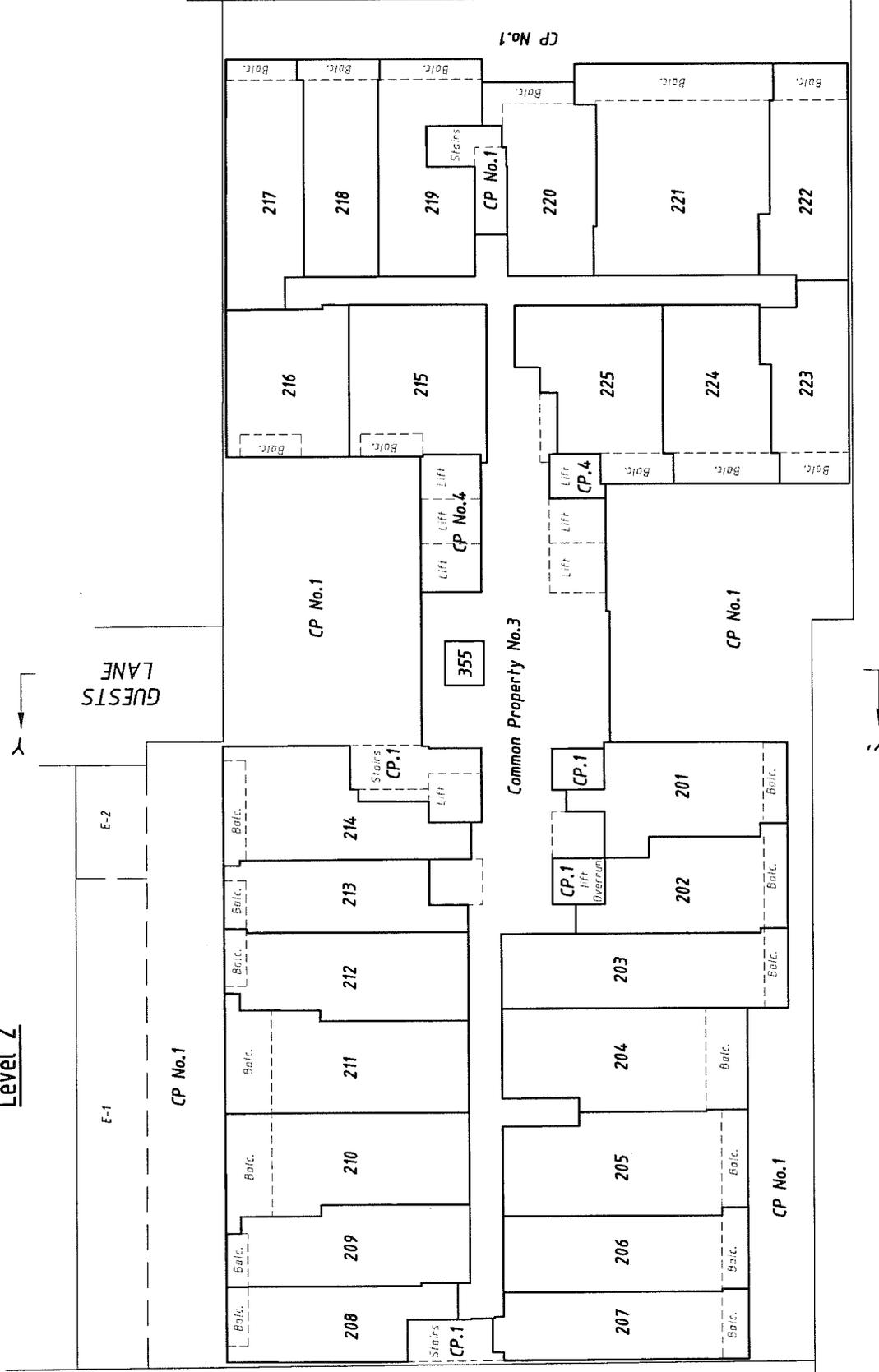
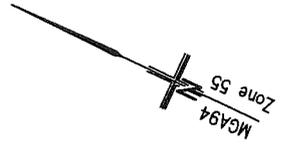
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PS 648185V

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Level 2



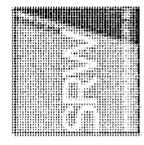
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SIGNATURE.....
STEPHEN R. WATT
DATE / /
VERSION 07

LITTLE BOURKE STREET
SCALE
2.5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:250
SHEET SIZE A3

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BRIGHTON 3186
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Fax
Email: surveyor@srwsurveyors.com.au



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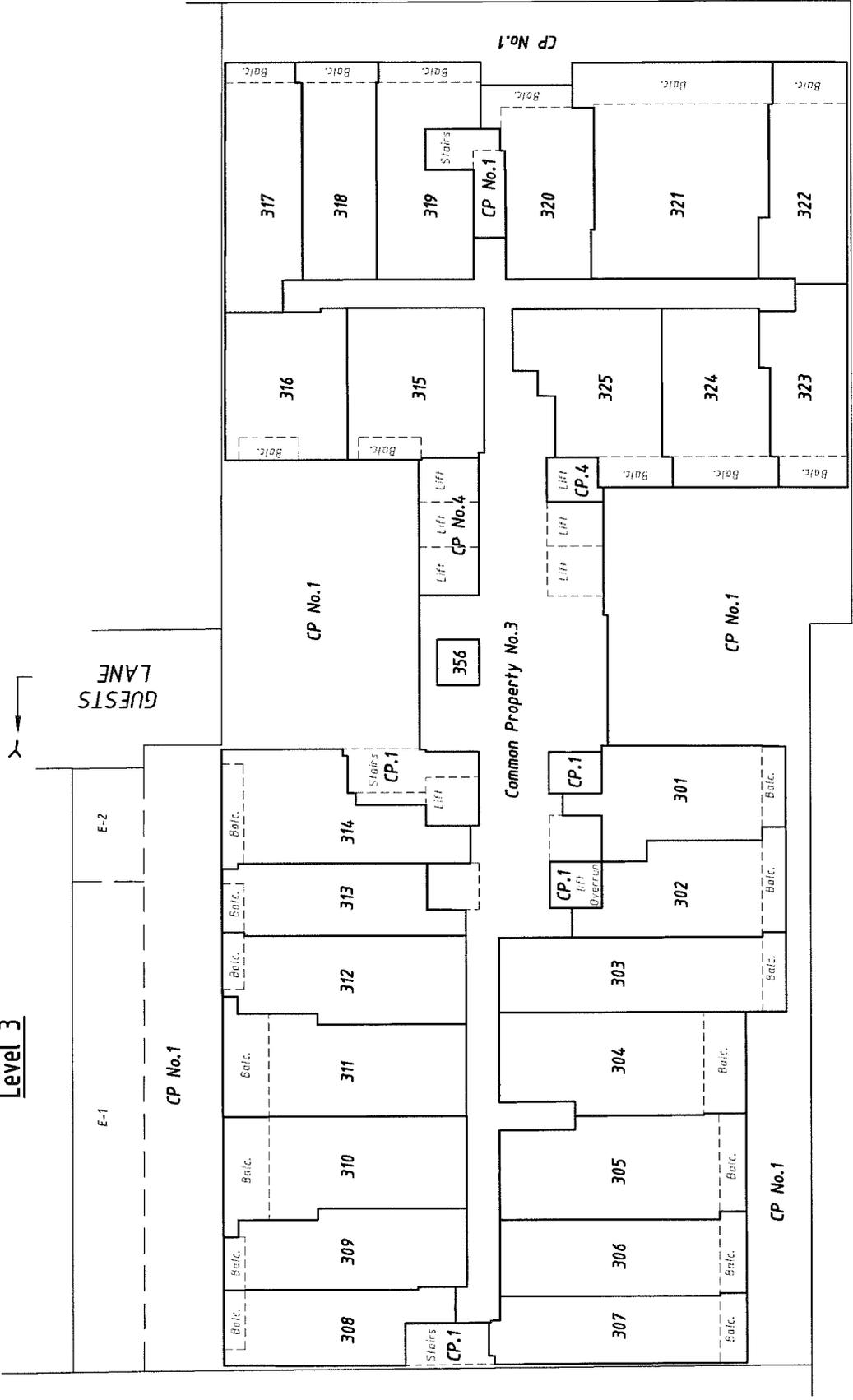
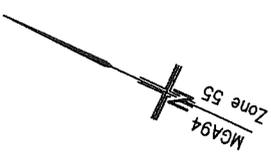
DIAGRAM 7
Level 3

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SHEET SIZE A3

SCALE
2.5 0 5 10
LENGTHS ARE IN METRES

LITTLE BOURKE STREET

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DIAGRAM 8

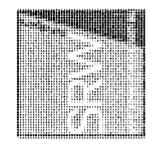
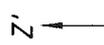
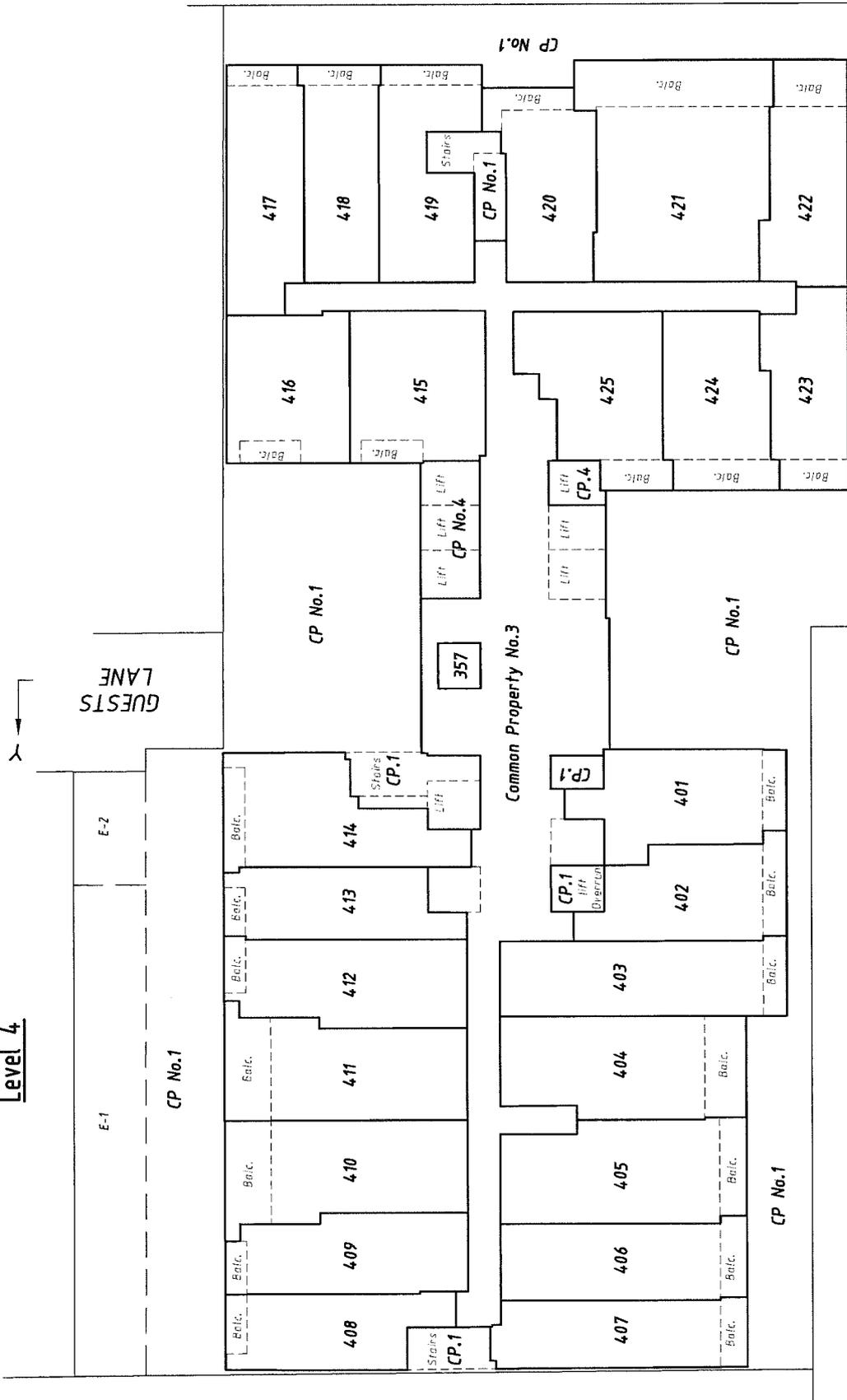
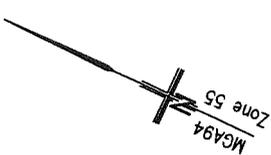
Level 4

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SCALE 1:250
SHEET SIZE A3

SCALE
2.5 0 5 10
LENGTHS ARE IN METRES

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SIGNATURE.....
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DATE / /
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LITTLE BOURKE STREET

WILLIAM STREET

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DIAGRAM 10

Level 6

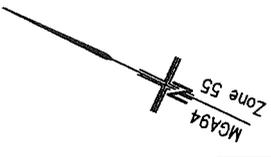
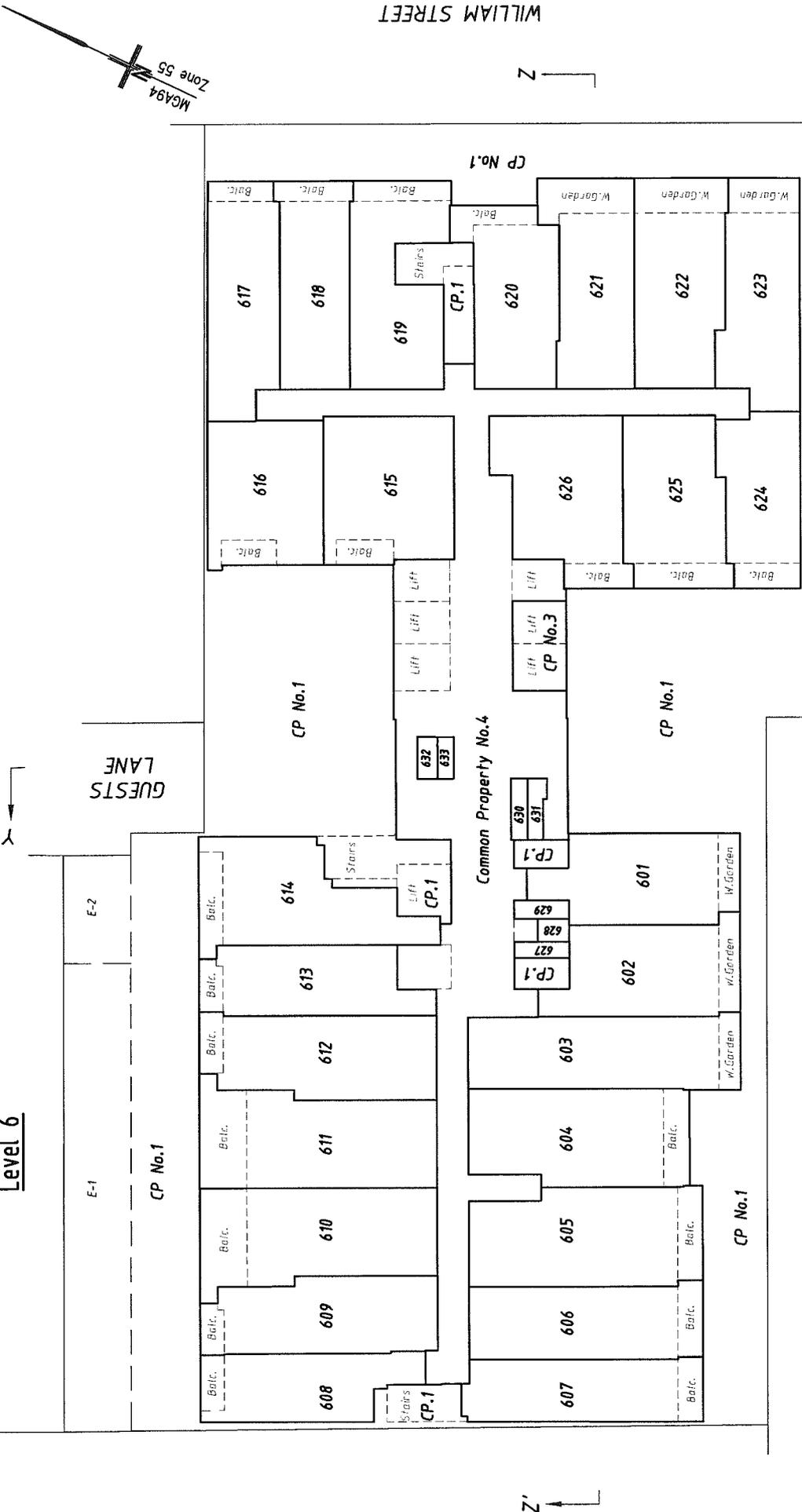
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EDITION

Plan Number

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WILLIAM STREET

MGA94
Zone 55

LITTLE BOURKE STREET

Sheet 11

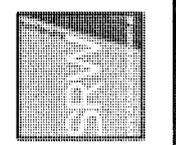
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SHEET SIZE A3

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DIAGRAM 11

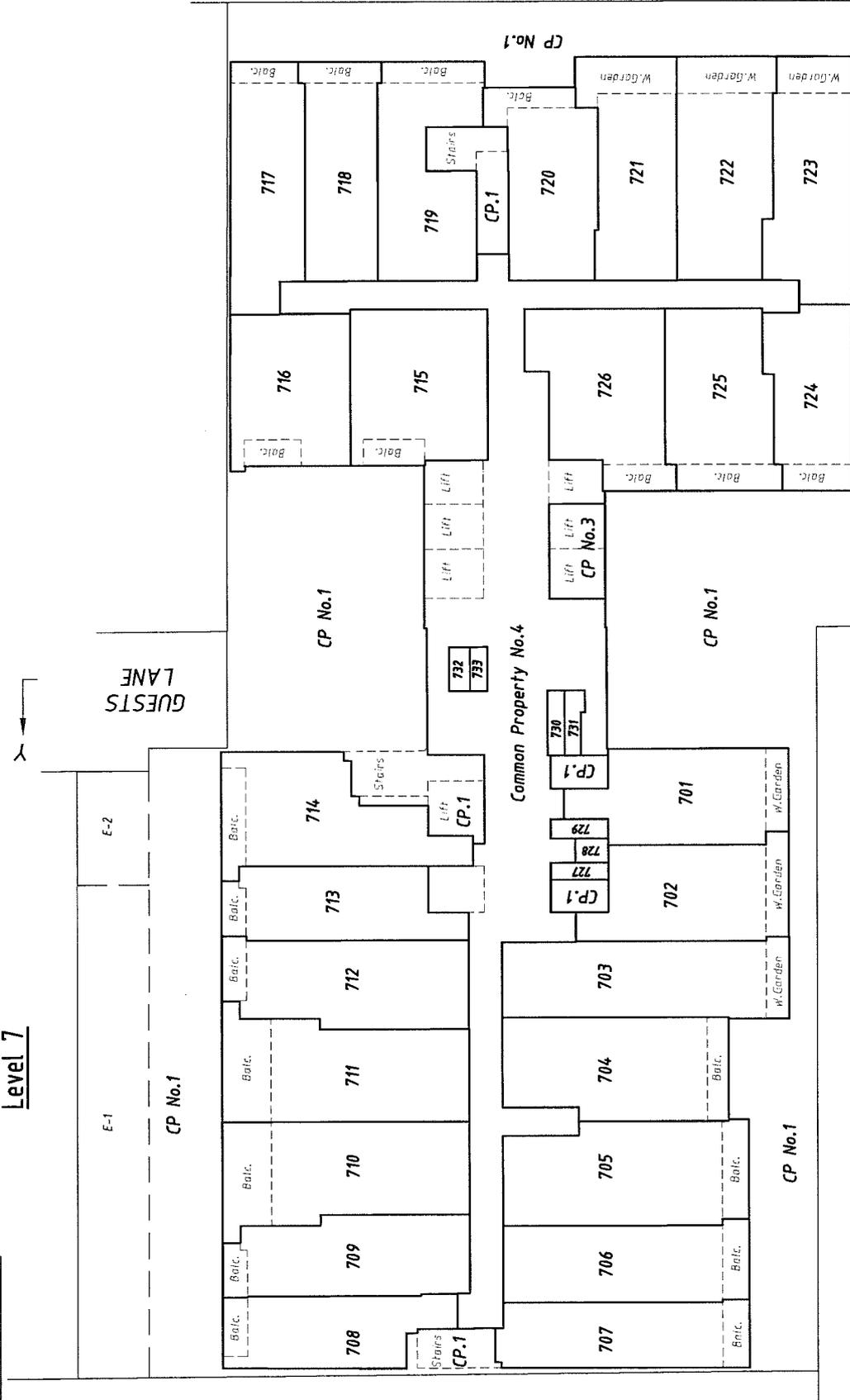
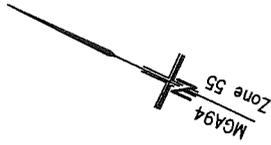
Level 7

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BRISBANE 3104
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ORIGINAL
SCALE 1:250
SHEET SIZE A3

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2.5 0 5 10
LENGTHS ARE IN METRES

LITTLE BOURKE STREET

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DATE / /
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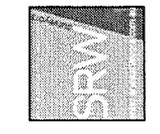
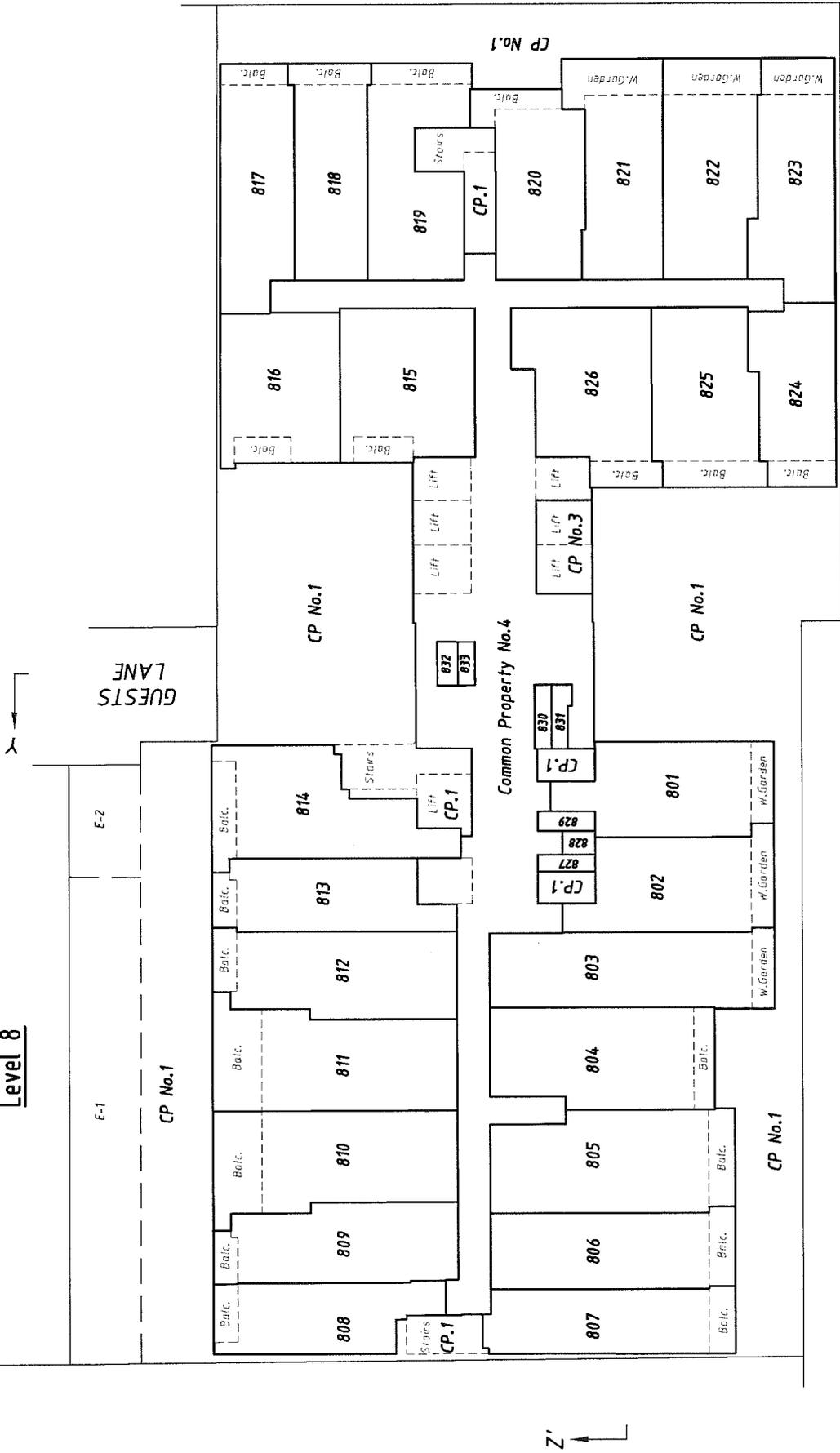
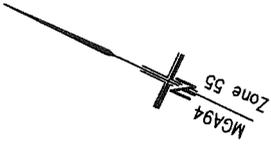
DIAGRAM 12

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Level 8



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SHEET SIZE A3

SCALE 2.5 0 5 10
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DIAGRAM 13

Level 9

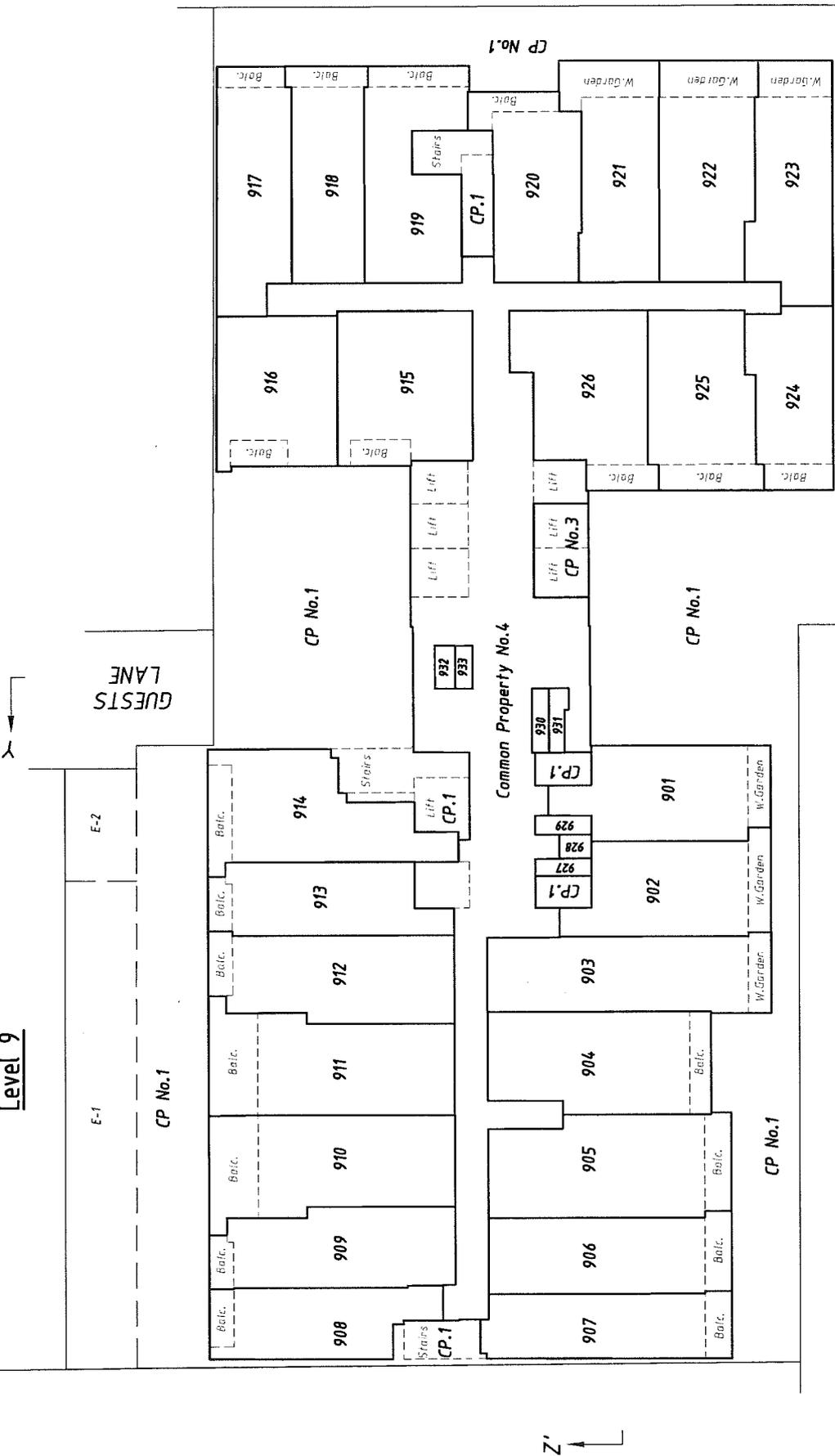
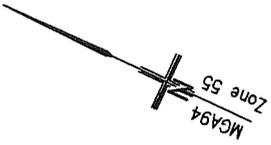
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Email: survejor@srwsurveyors.com.au



ORIGINAL
SCALE 1:250
SHEET SIZE A3

SCALE 2.5 0 5 10
LENGTHS ARE IN METRES

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SIGNATURE.....
STEPHEN R. WATT
DATE / /
VERSION 07

DATE / /
COUNCIL DELEGATE SIGNATURE

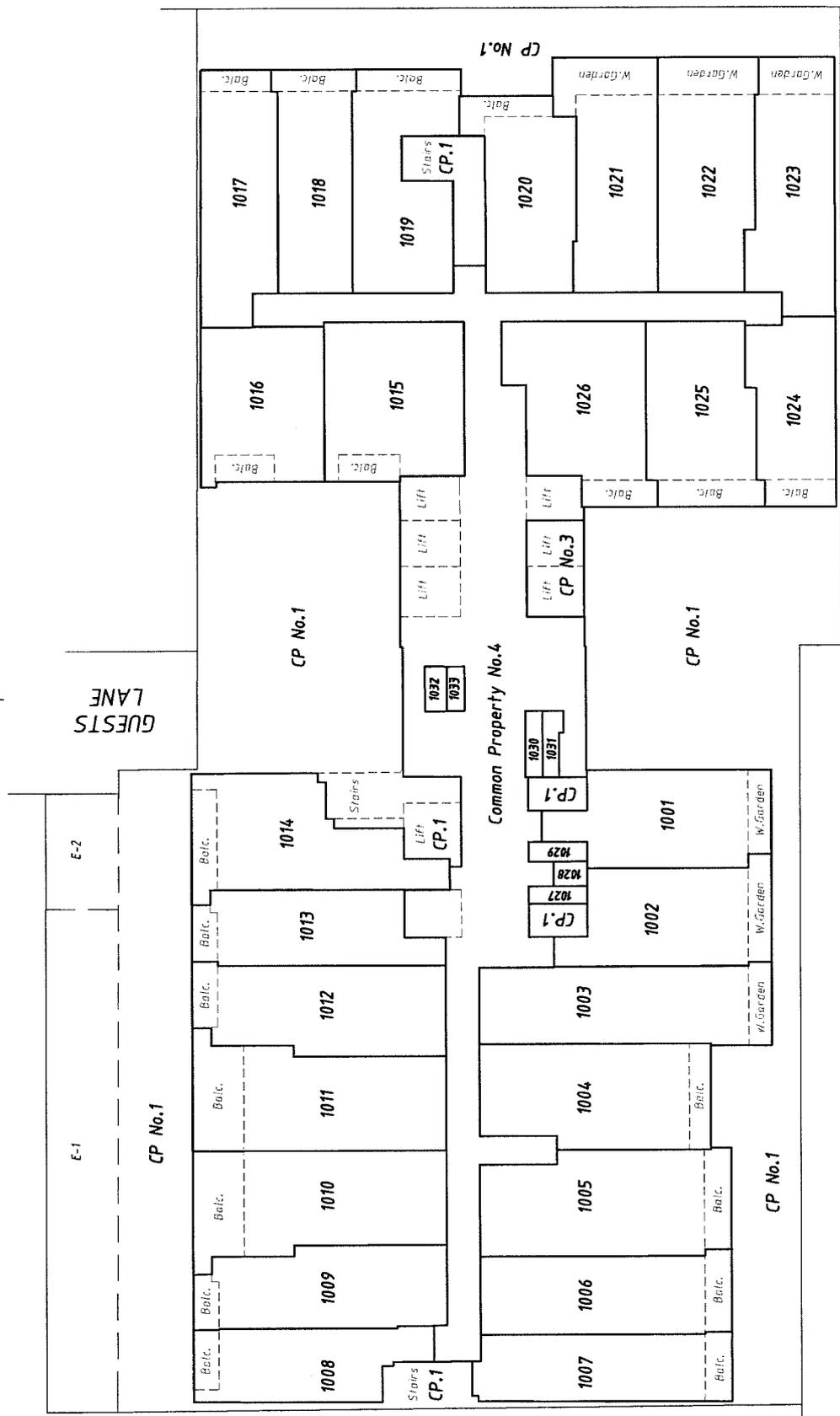
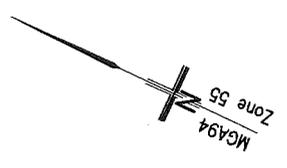
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DIAGRAM 14
Level 10



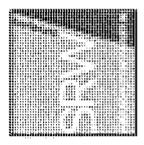
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SIGNATURE.....
REF. 25231.10
STEPHEN R. WATT
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LITTLE BOURKE STREET
SCALE
2.5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:250
SHEET SIZE A3

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DIAGRAM 15

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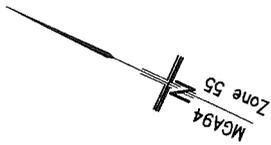
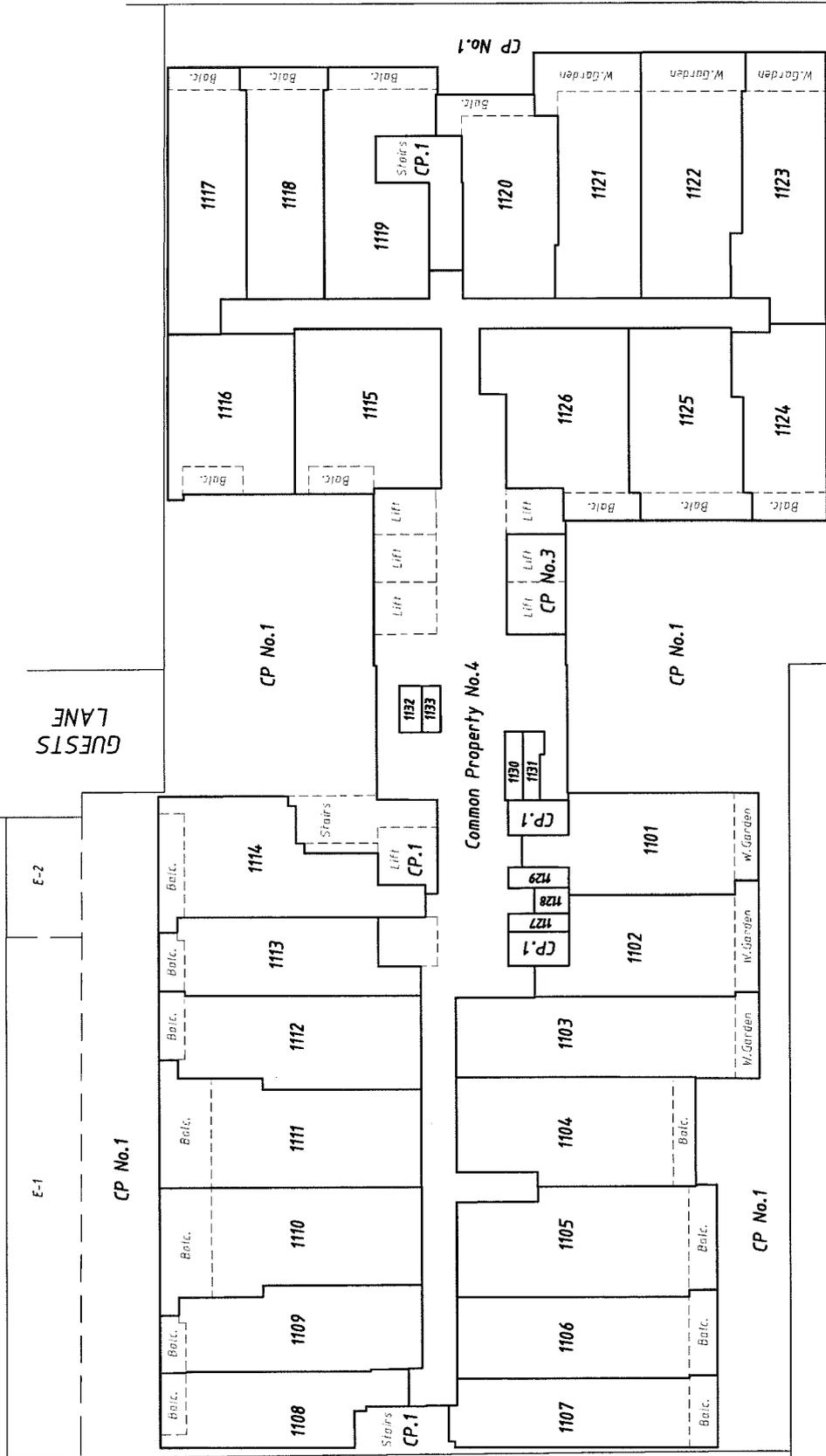
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Level 11



WILLIAM STREET

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LITTLE BOURKE STREET

Sheet 16

ORIGINAL
SCALE 1:250
SHEET SIZE A3

SCALE 2.5 0 5 10
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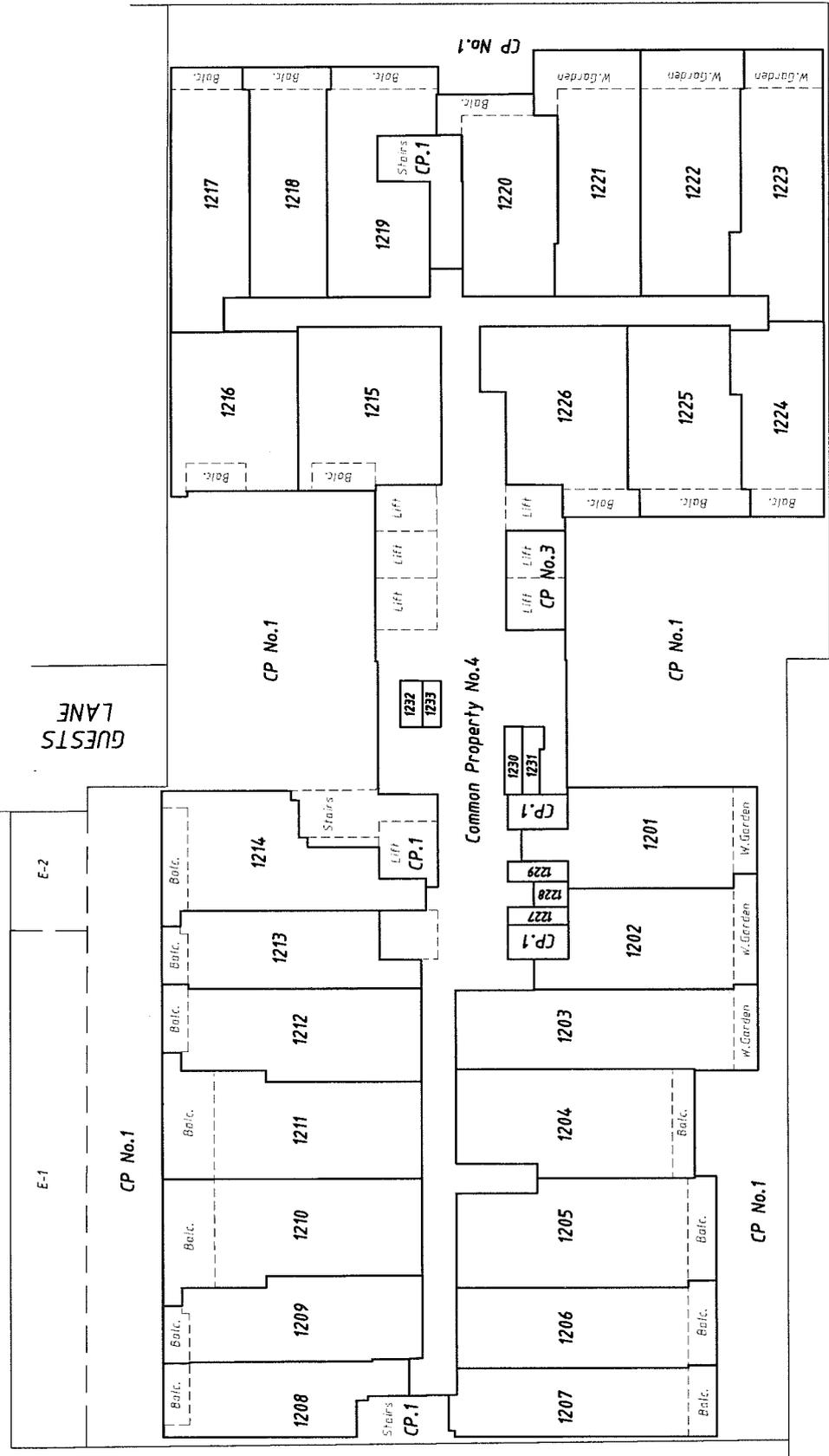
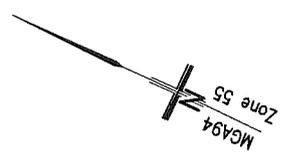
DIAGRAM 16
Level 12

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EDITION

Plan Number
PS 648185V



LITTLE BOURKE STREET

Sheet 17

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 BRIGHTON 3184
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 Fax 03 9538 8231
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ORIGINAL
 SCALE 1:250
 SHEET SIZE A3

SCALE 2.5 0 5 10
 LENGTHS ARE IN METRES

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STEPHEN R. WATT
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DIAGRAM 17

Level 13

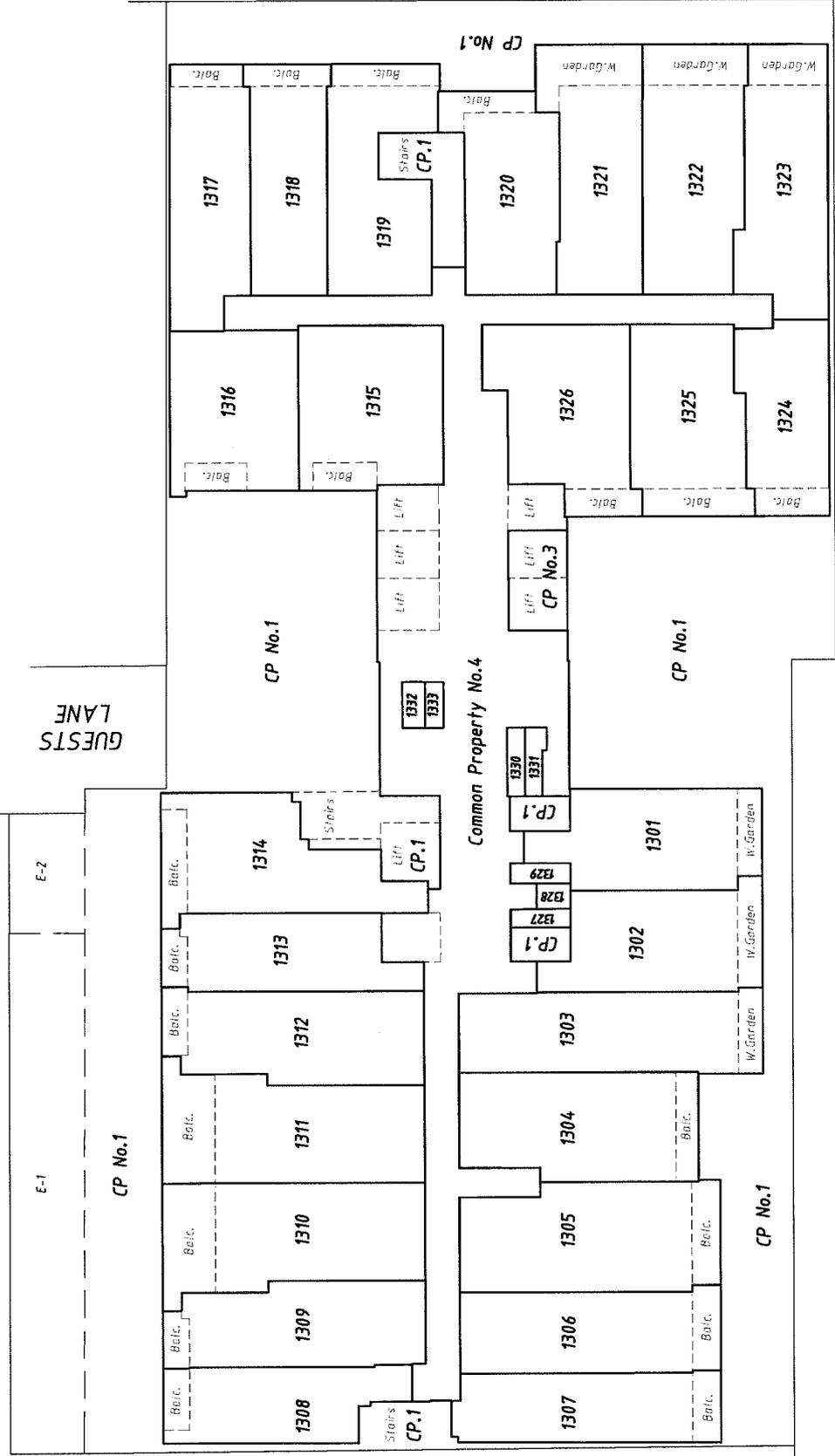
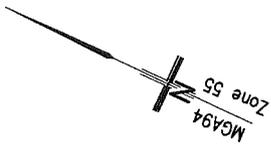
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ORIGINAL
SCALE 1:250
SHEET SIZE A3

SCALE
2.5 0 5 10
LENGTHS ARE IN METRES

LITTLE BOURKE STREET

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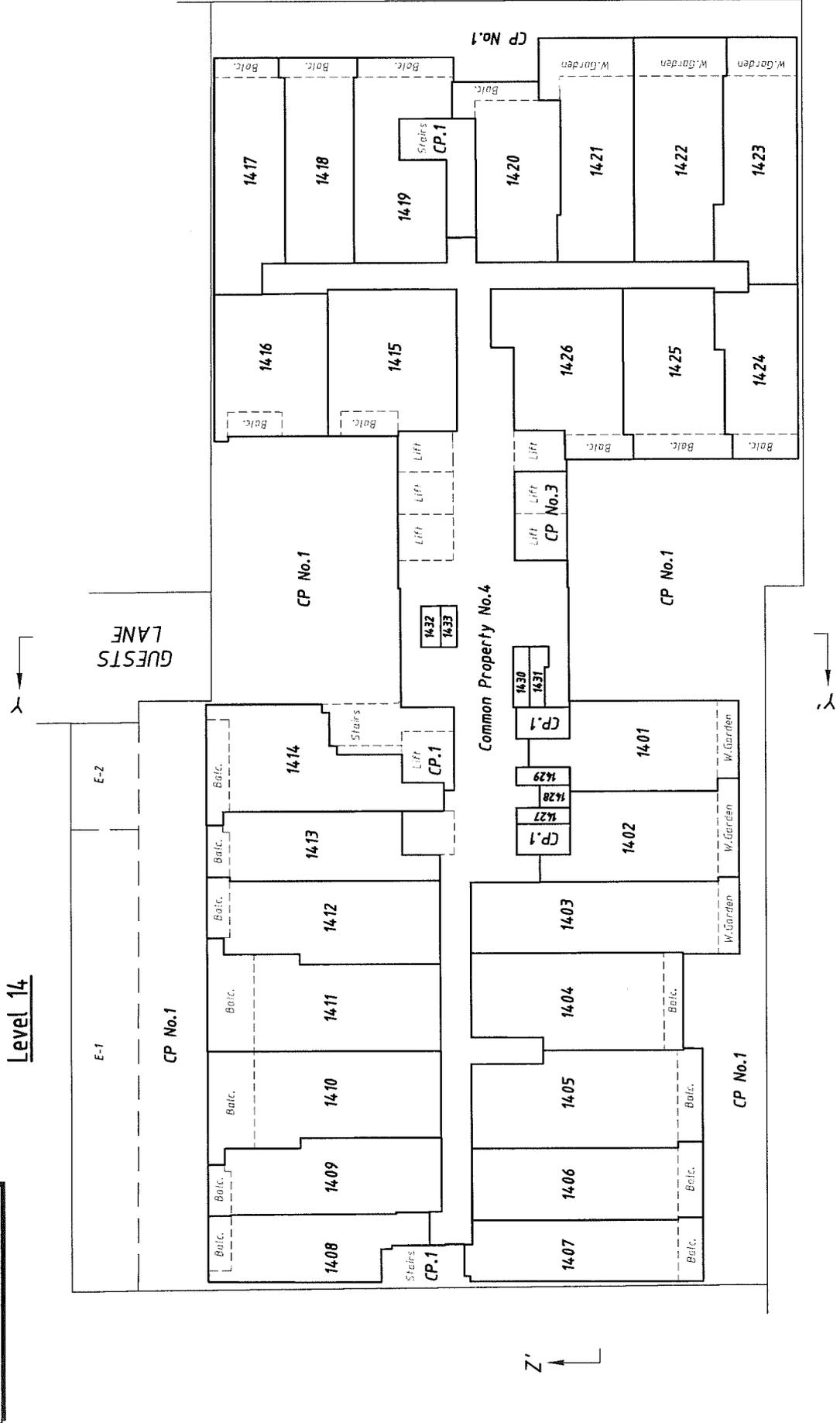
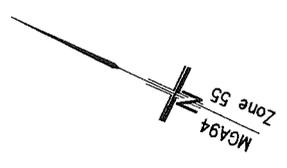
DIAGRAM 18
Level 14

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SCALE 2.5 0 5 10 LENGTHS ARE IN METRES

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Sheet 19

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DIAGRAM 19

Level 15

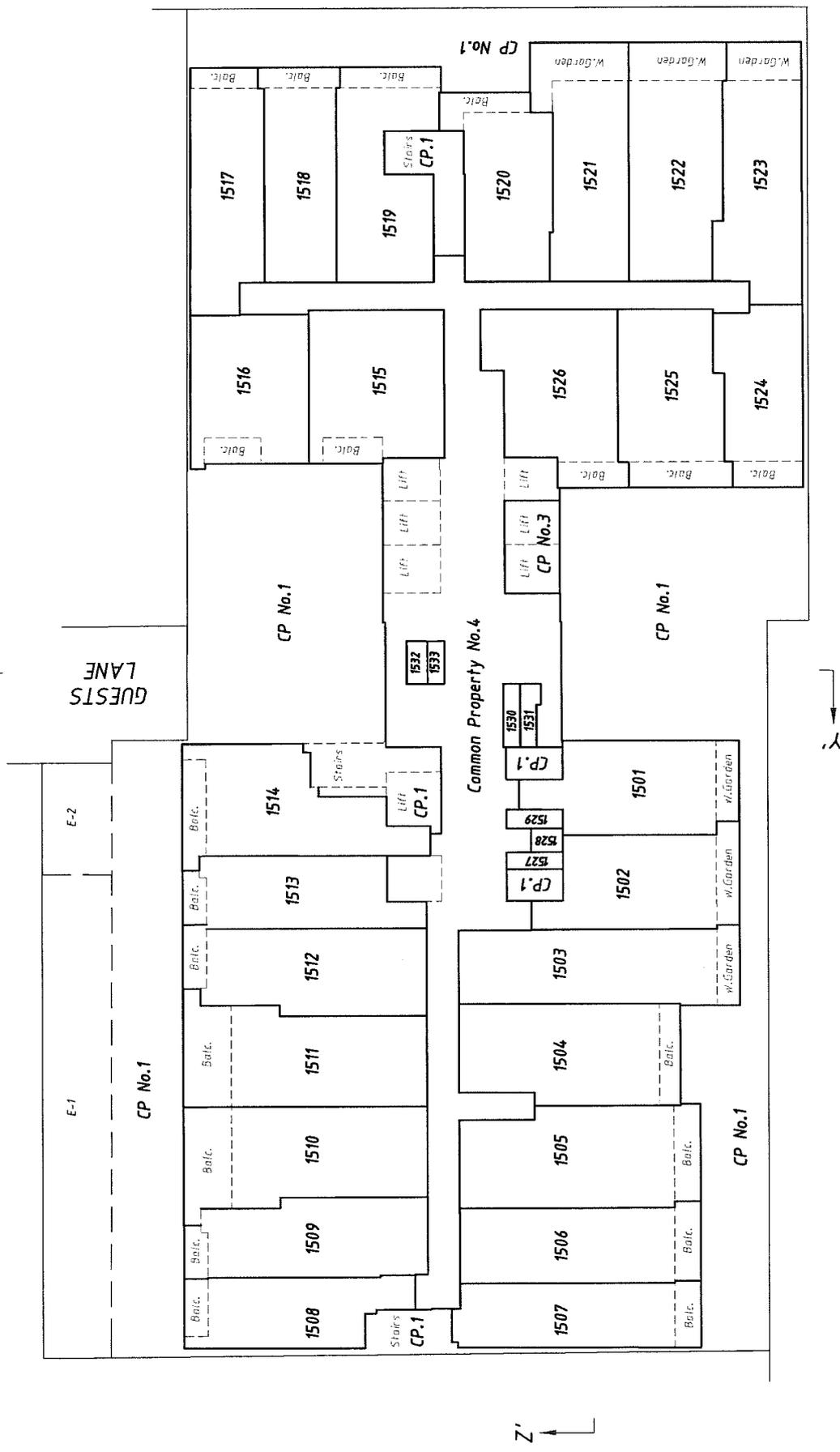
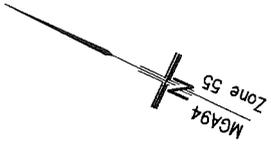
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LITTLE BOURKE STREET
SCALE
2.5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:250
SHEET SIZE A3

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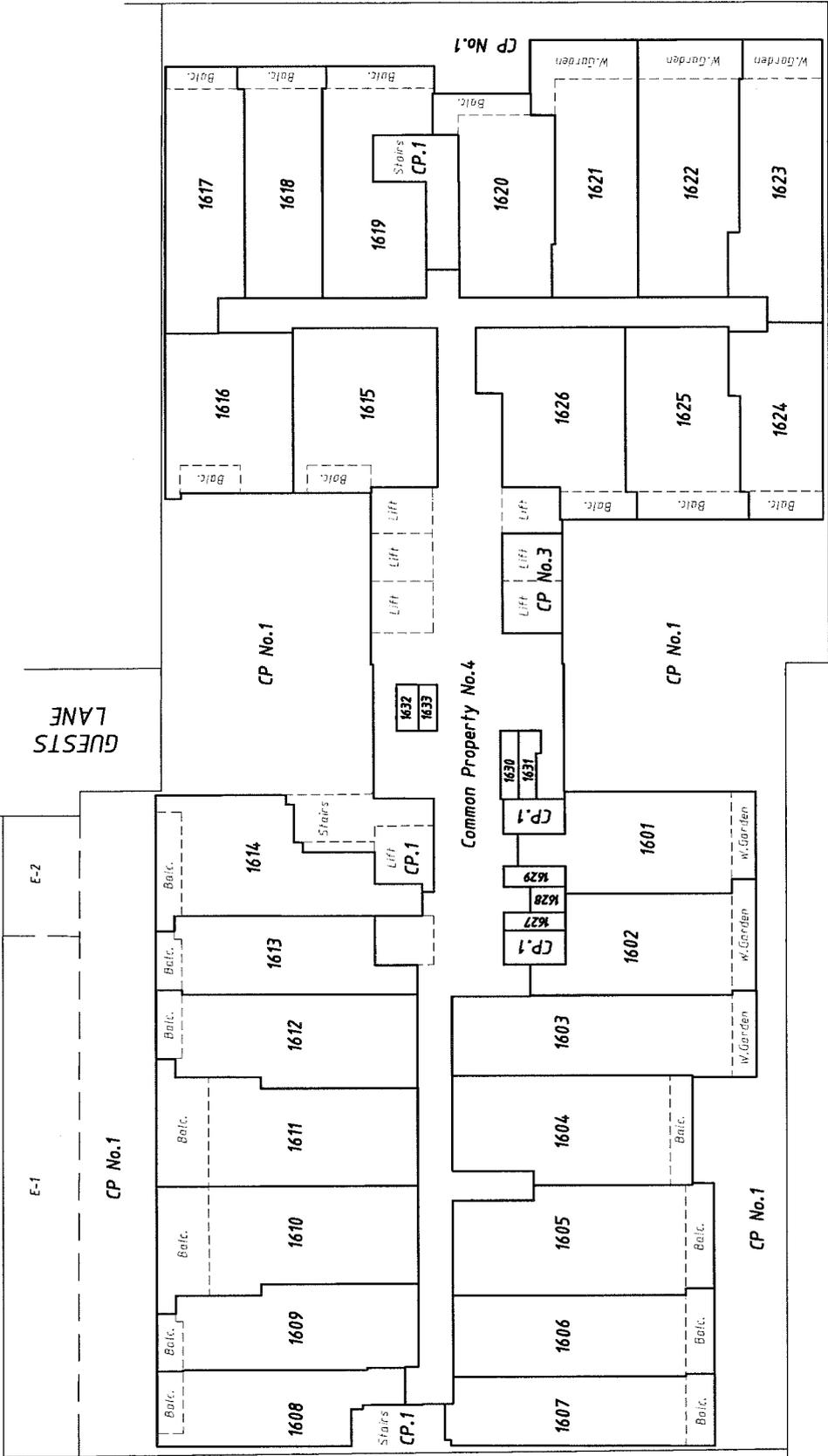
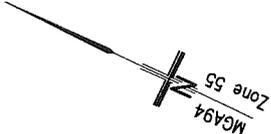
DIAGRAM 20
Level 16

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EDITION

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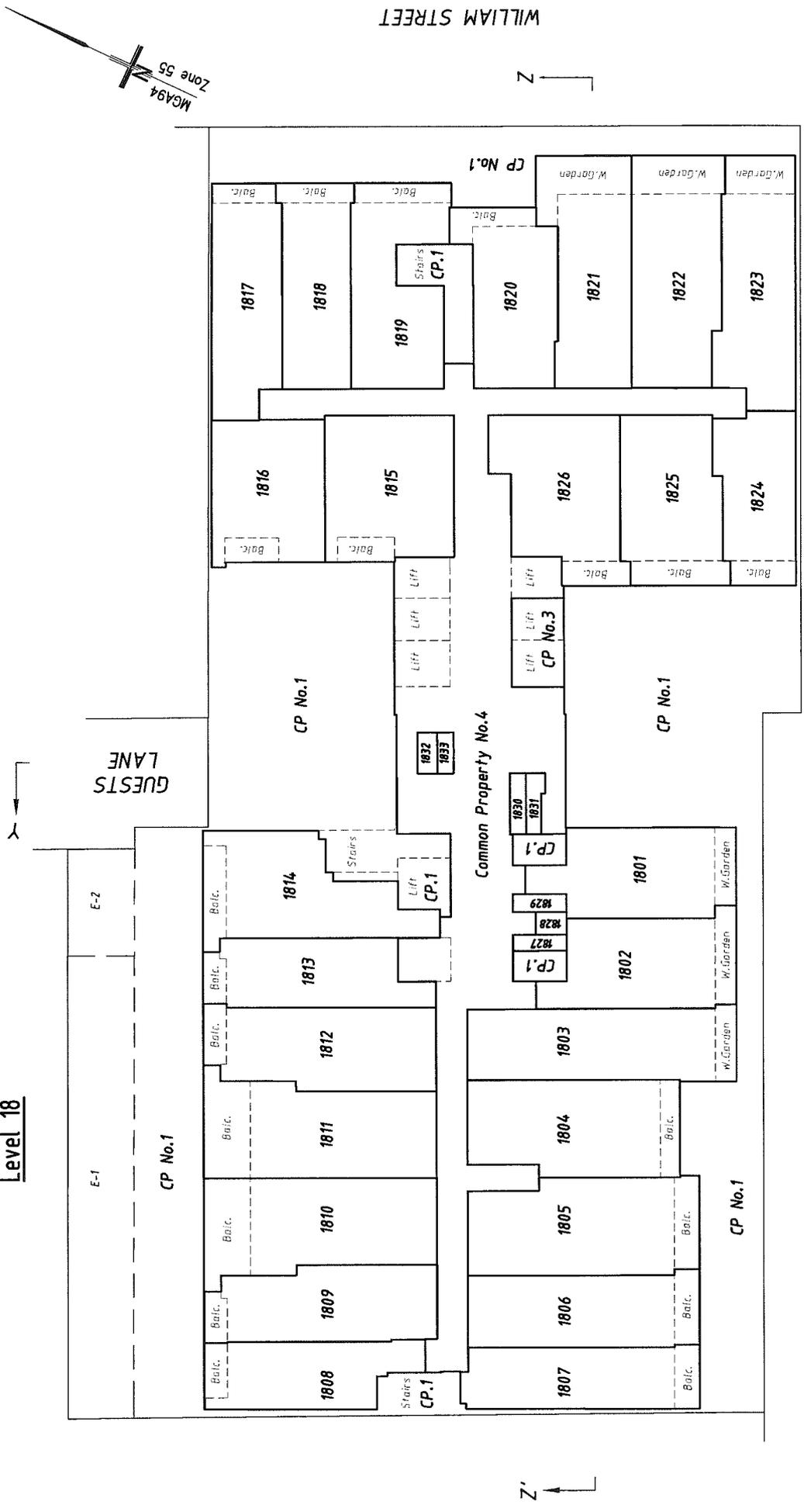
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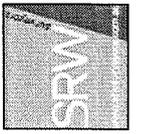
DIAGRAM 22
Level 18



LITTLE BOURKE STREET

Sheet 23

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BRIGTON 3106
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ORIGINAL
SCALE 1:250
SHEET SIZE A3

SCALE
2.5 0 5 10
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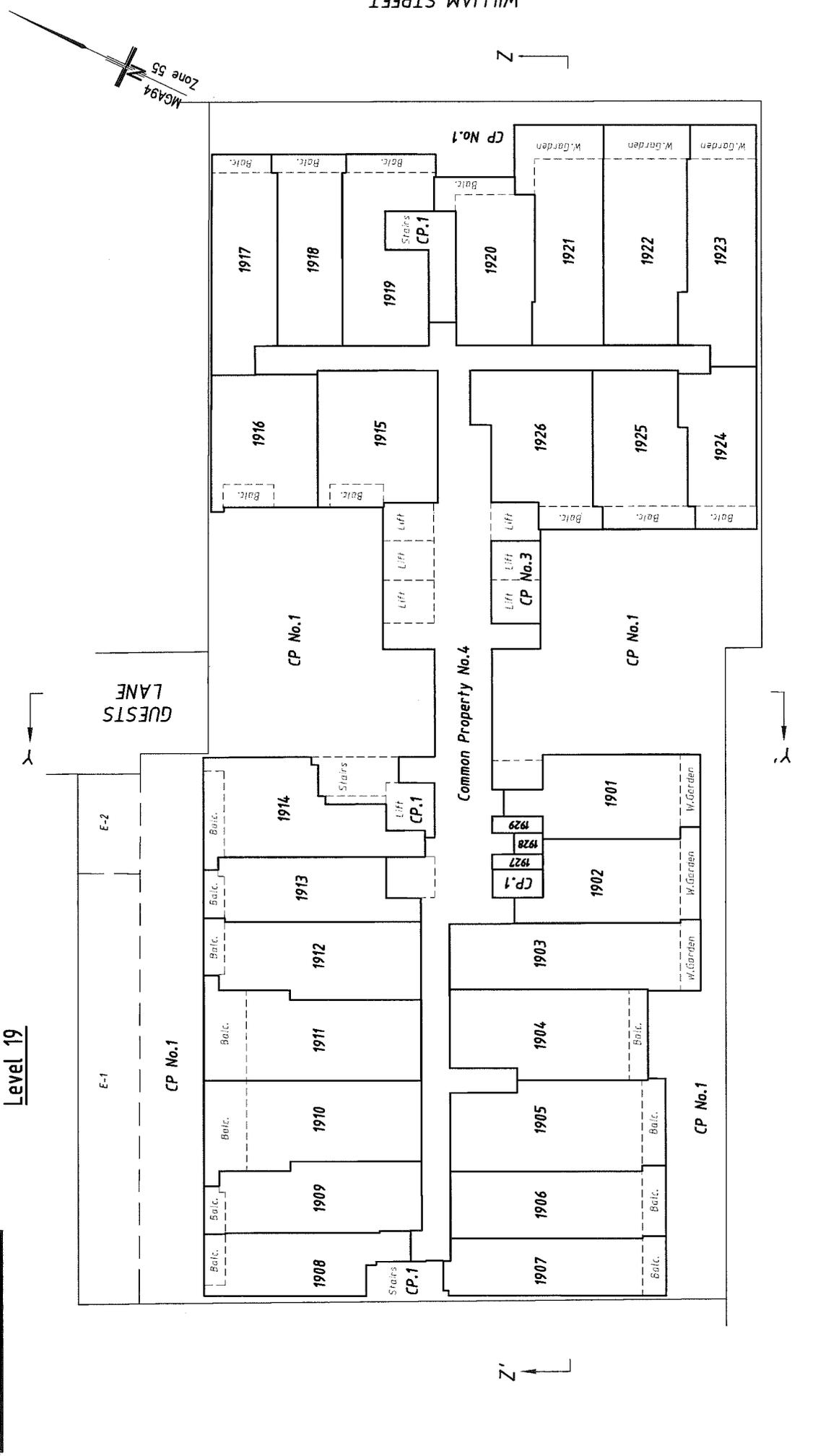
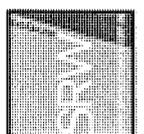
DIAGRAM 23
Level 19

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Sheet 24

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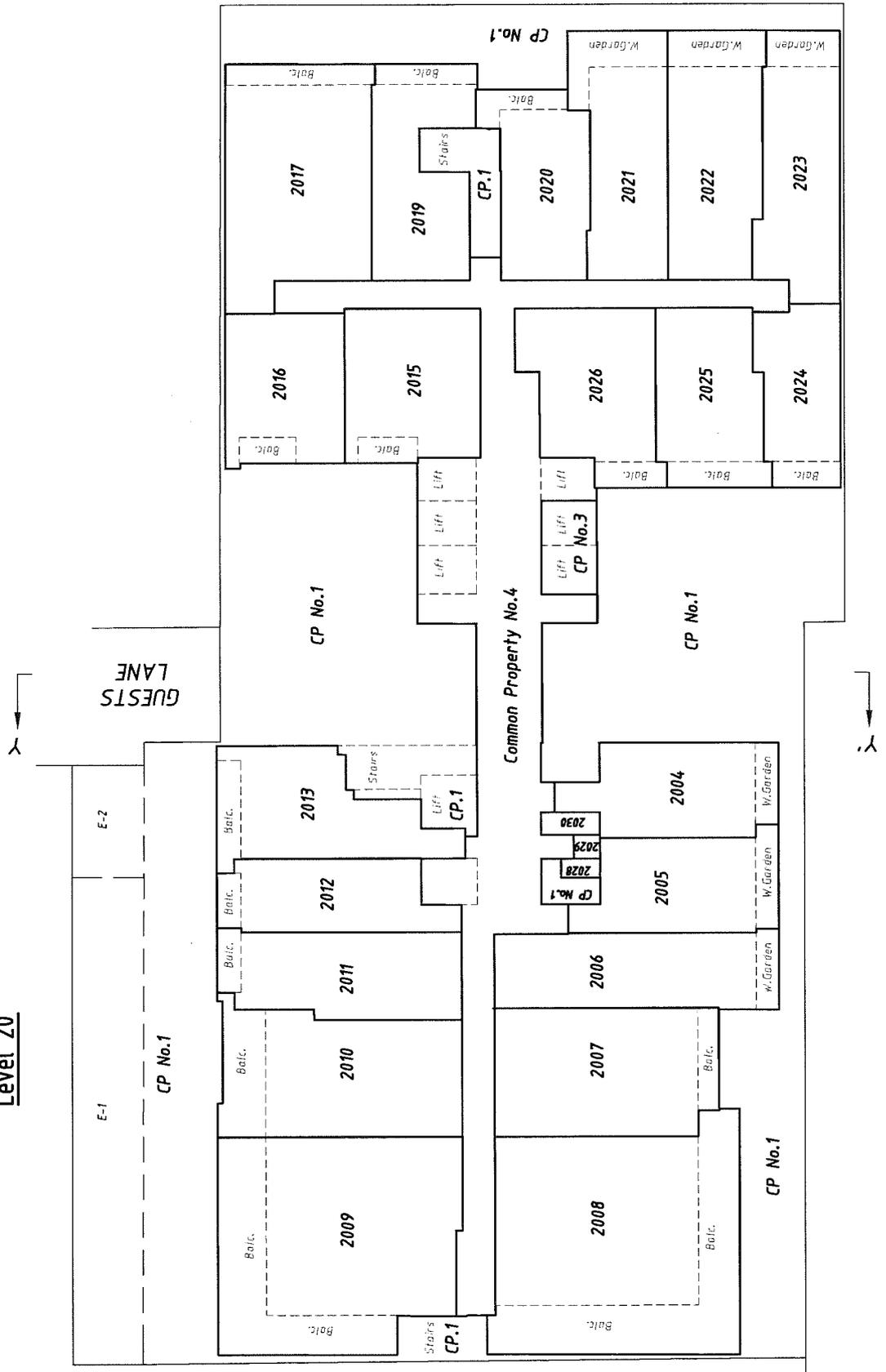
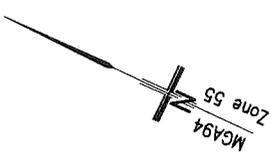
DIAGRAM 24
Level 20

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ORIGINAL
SCALE 1:250
SHEET SIZE A3

SCALE
2.5 0 5 10
LENGTHS ARE IN METRES

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REF:2523L20

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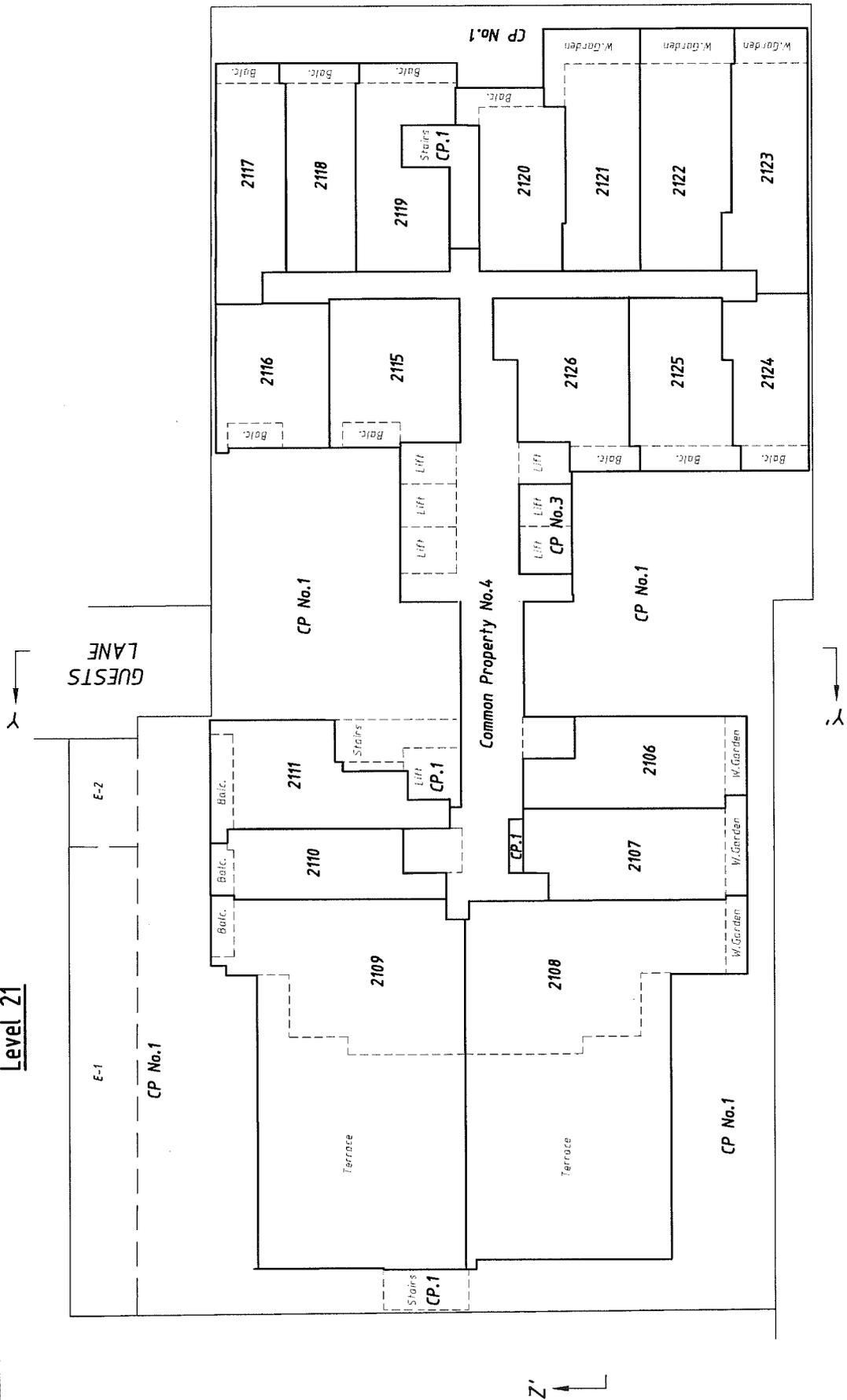
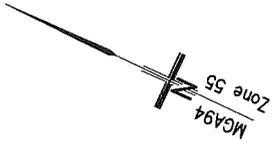
DIAGRAM 25
Level 21

**PROPOSED
PLAN OF SUBDIVISION**

STAGE NO. /

LFS use only
EDITION

Plan Number
PS 648185V



SRW SURVEYORS Pty Ltd
95A MARTIN STREET
BRIGHTON 3186
Phone 03 9530 9251
Email: surveyor@srwsurveyors.com.au

ORIGINAL
SCALE 1:250
SHEET SIZE A3

SCALE 2.5 0 5 10
LENGTHS ARE IN METRES

LITTLE BOURKE STREET

Sheet 26
LICENSED SURVEYOR (PRINT)
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DATE / /
STEPHEN R. WATT
DATE / /
VERSION 07
COUNCIL DELEGATE SIGNATURE

WARNING
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SUBDIVISION. DIMENSIONS AND LAYOUT MAY
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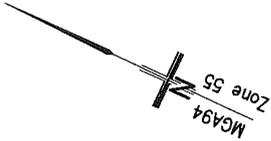
DIAGRAM 26
Level 22

**PROPOSED
PLAN OF SUBDIVISION**

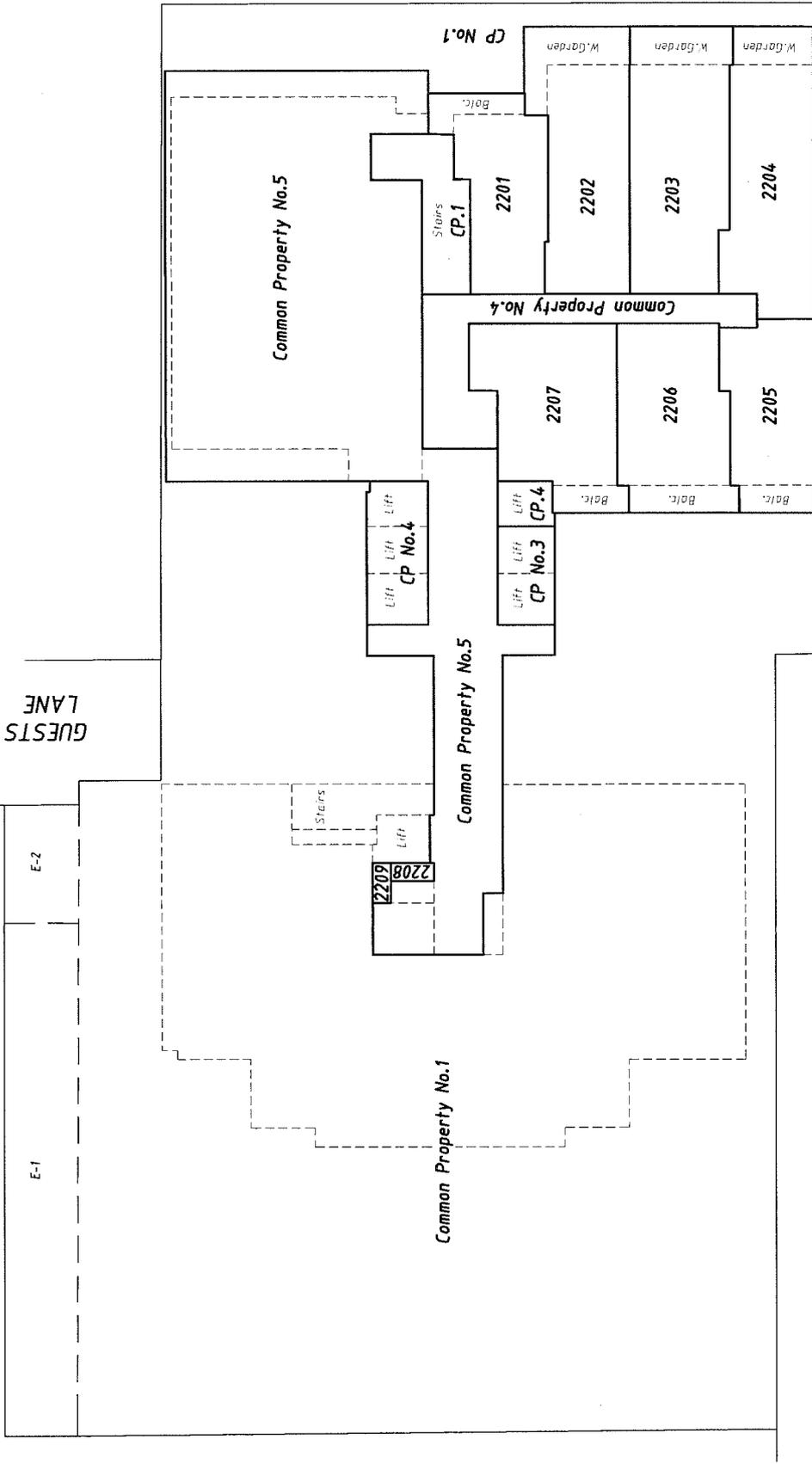
STAGE NO.

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EDITION

Plan Number
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GUESTS
LANE



LITTLE BOURKE STREET

Sheet 27

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VERSION 07

DATE / /
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DIAGRAM 27

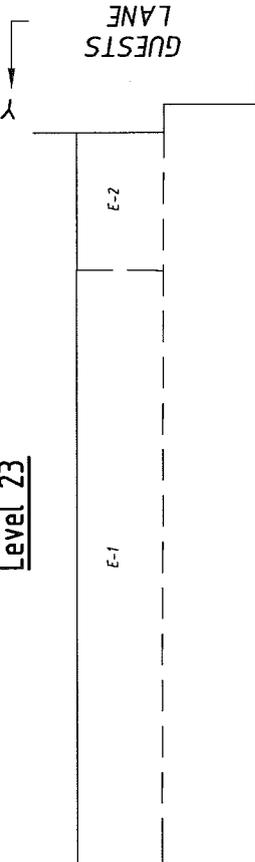
Level 23

**PROPOSED
PLAN OF SUBDIVISION**

STAGE NO.

LRS use only
EDITION

Plan Number
PS 648185V



GUESTS LANE

E-1

E-2



WILLIAM STREET

Z'

Z



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LITTLE BOURKE STREET

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SHEET SIZE A3

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LENGTHS ARE IN METRES

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REF.2523123

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DIAGRAM 28
Plant Roof

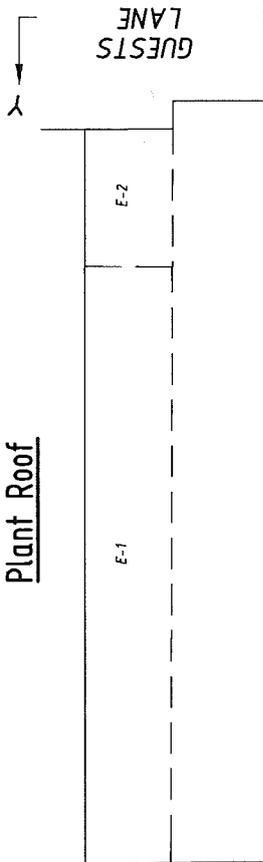
**PROPOSED
PLAN OF SUBDIVISION**

STAGE NO.

LRS use only
EDITION

Plan Number

PS 648185V



WILLIAM STREET

Z'

Z

Lift
overrun
Stairs

Stairs

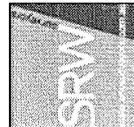
Lift overrun
CP No.4

Lift overrun
CP No.3 | **CP 4**

Common Property No.1

Common Property No.1

LITTLE BOURKE STREET



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SHEET SIZE A3

SCALE
2.5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) STEPHEN R. WATT
SIGNATURE..... DATE / /
REF:2523PlantRoom VERSION 07

Sheet 29

DATE / /
COUNCIL DELEGATE SIGNATURE

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DIAGRAM 29

ROOF

**PROPOSED
PLAN OF SUBDIVISION**

STAGE NO.

LRS use only
EDITION

Plan Number

PS 648185V



GUESTS
LANE



WILLIAM STREET



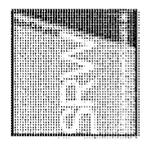
Common Property No.1

Common Property No.1



LITTLE BOURKE STREET

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SCALE
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DIAGRAM 30

**Basement Enlargement &
 Typical Section**

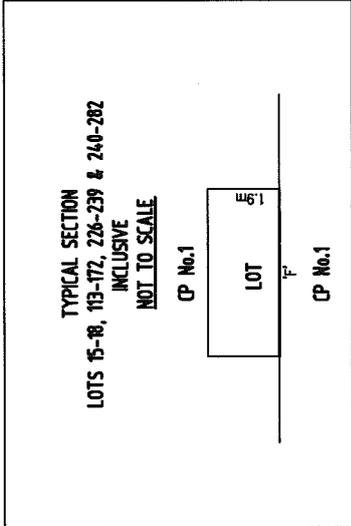
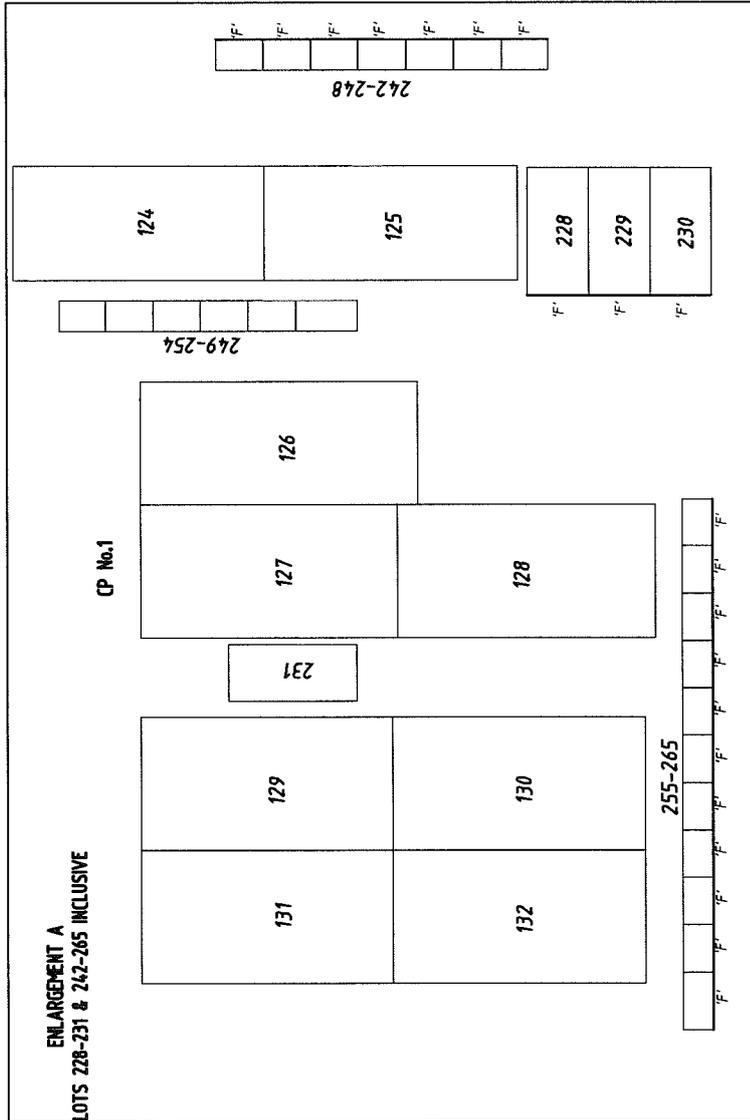
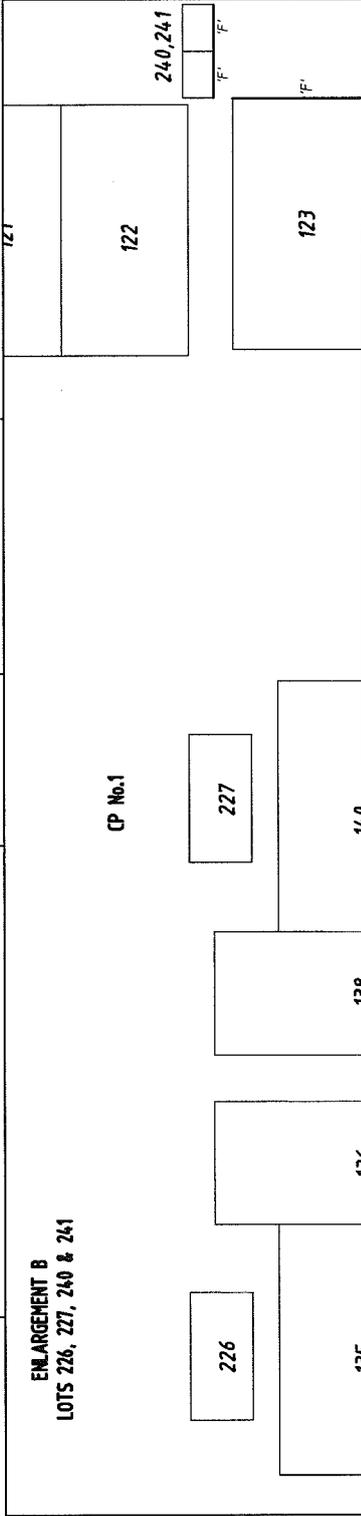
See sheet 3 for overview.



**PROPOSED
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STAGE NO. /
 LRS use only
EDITION

Plan Number
PS 648185V



Sheet 31
 DATE / /
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 REF.2523Diagram30
 SURVEYOR: STEPHEN R. WATT
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 VERSION 07

SCALE 1:100
 SHEET SIZE A3
 ORIGINAL SCALE 1 0 1 2 3 4 5
 LENGTHS ARE IN METRES

Scale bar showing 1:100 and sheet size A3.

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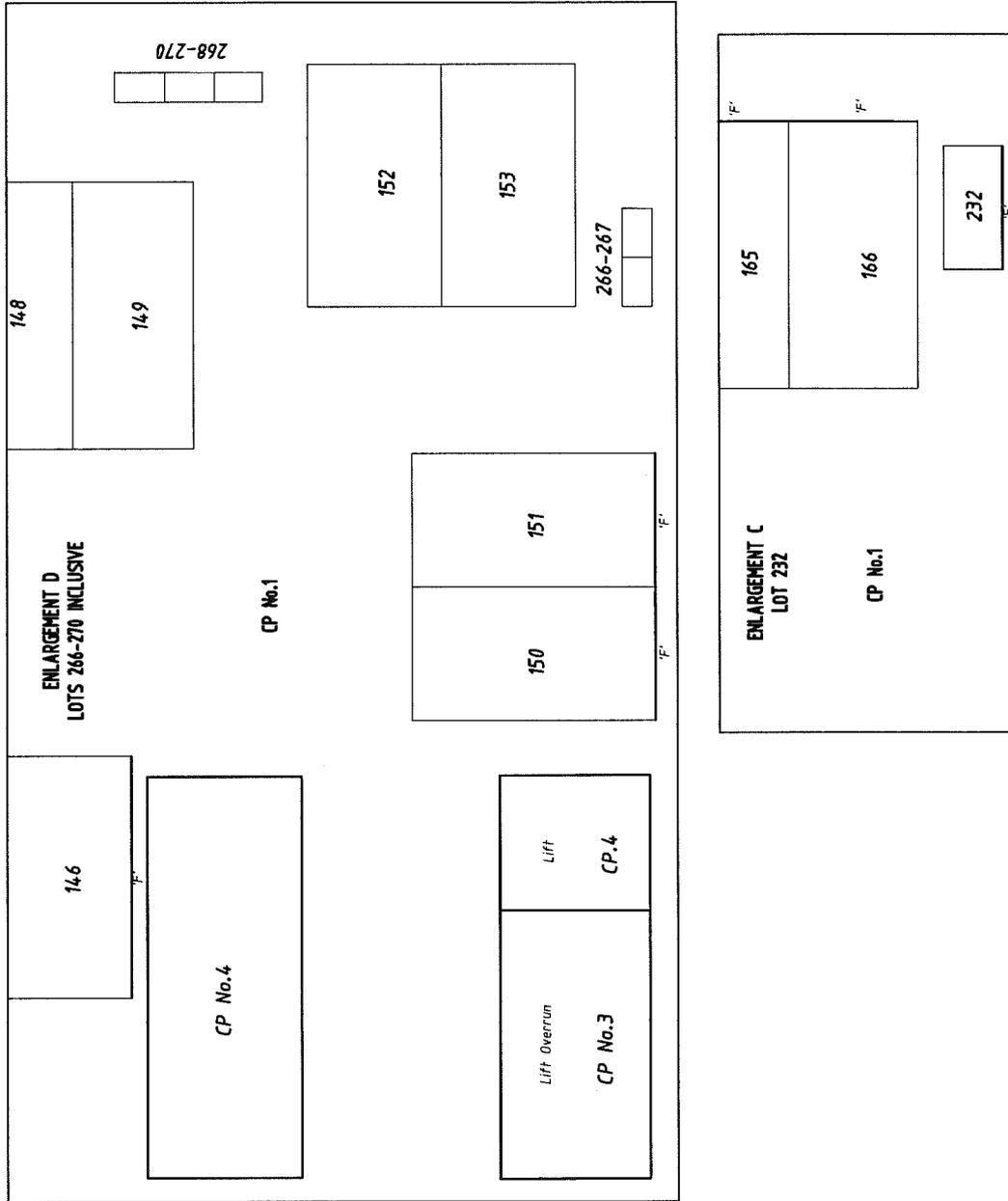
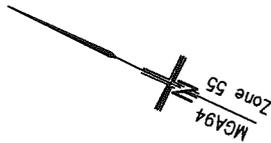
STAGE NO.

LRS use only
EDITION

Plan Number
PS 648185V

DIAGRAM 31
Basement Enlargement

See sheet 3 for overview.



Sheet 32

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 Fax
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ORIGINAL
 SCALE 1:100
 SHEET SIZE A3

SCALE
 1 0 1 2 3 4 5
 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)
 SIGNATURE.....
 REF.2523Diagram31

STEPHEN R. WAIT
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DIAGRAM 32

Lower Ground Enlargement

See sheet 4 for overview.



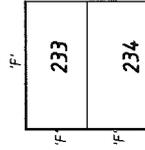
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STAGE NO.

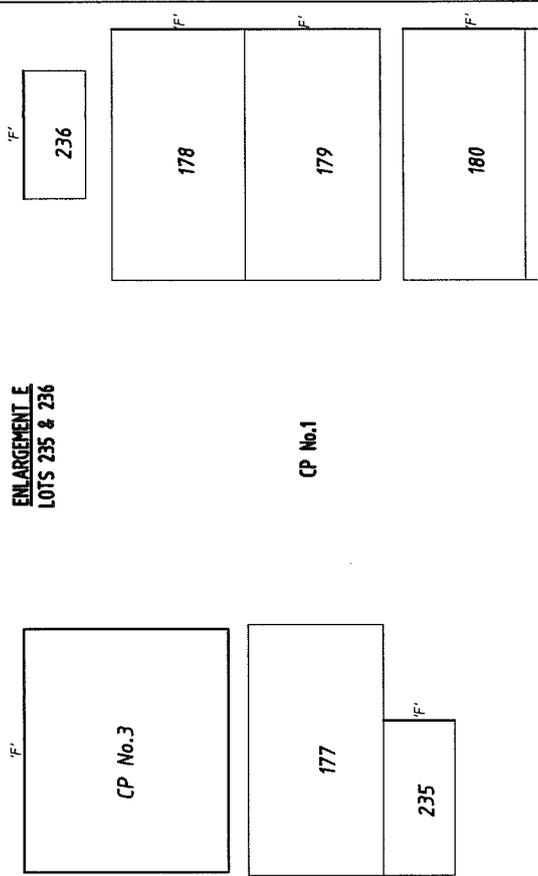
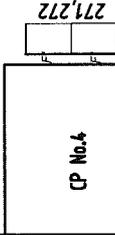
LRS use only
EDITION

Plan Number
PS 648185V

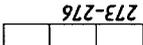
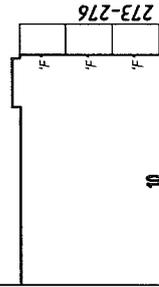
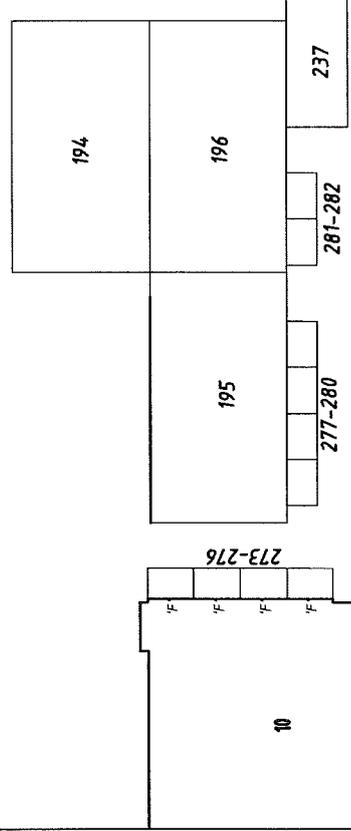
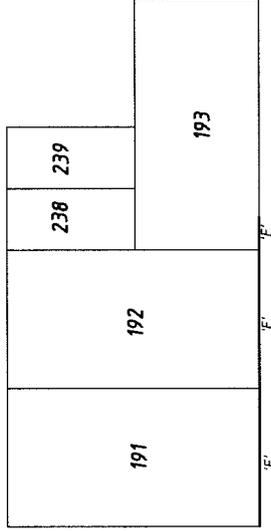
ENLARGEMENT E
 LOTS 233, 234, 237-239 & 271-282



Common Property No.1



ENLARGEMENT E
 LOTS 235 & 236



95A MARTIN STREET
 BRIGHTON 3186
 Phone 03 9530 8231
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 SHEET SIZE A3

SCALE
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 SIGNATURE.....
 REF.2523D\diagram32

STEPHEN R. WATT
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DIAGRAM 33
Section Y-Y'

PROPOSED
PLAN OF SUBDIVISION

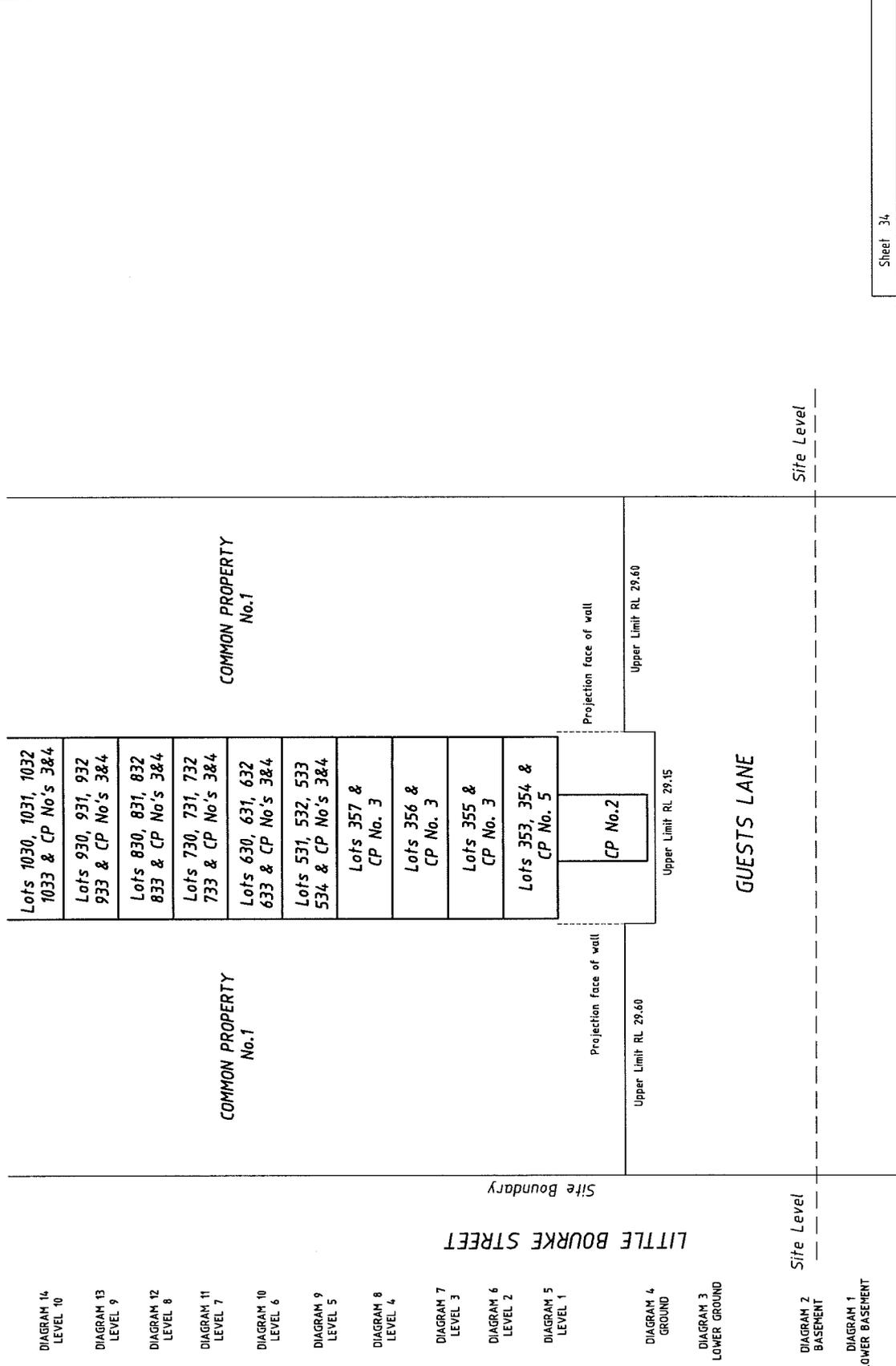
STAGE NO.

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EDITION

Plan Number
PS 648185V

Not to Scale

SEE SHEET 35 FOR CONTINUATION



Sheet 34



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DIAGRAM 34
Section Y-Y'

PROPOSED
PLAN OF SUBDIVISION

STAGE NO. /
 LRS use only
EDITION

Plan Number
PS 648185V

Not to Scale

- DIAGRAM 28
LEVEL PLANT ROOF
- DIAGRAM 27
LEVEL 23
- DIAGRAM 26
LEVEL 22
- DIAGRAM 25
LEVEL 21
- DIAGRAM 24
LEVEL 20
- DIAGRAM 23
LEVEL 19
- DIAGRAM 22
LEVEL 18
- DIAGRAM 21
LEVEL 17
- DIAGRAM 20
LEVEL 16
- DIAGRAM 19
LEVEL 15
- DIAGRAM 18
LEVEL 14
- DIAGRAM 17
LEVEL 13
- DIAGRAM 16
LEVEL 12
- DIAGRAM 15
LEVEL 11
- DIAGRAM 14
LEVEL 10
- DIAGRAM 13
LEVEL 9
- DIAGRAM 12

LITTLE BOURKE STREET

COMMON PROPERTY
 No.1

CP No. 3&4
CP No. 5
Lot 2308
CP No. 3&4
CP No. 5
Lot 2208
CP No. 3
CP No. 4
CP No. 3
CP No. 4
CP No. 3
CP No. 4

COMMON PROPERTY
 No.1

Lots 1830, 1831, 1832 1833 & CP No's 3&4
Lots 1730, 1731, 1732 1733 & CP No's 3&4
Lots 1630, 1631, 1632 1633 & CP No's 3&4
Lots 1530, 1531, 1532 1533 & CP No's 3&4
Lots 1430, 1431, 1432 1433 & CP No's 3&4
Lots 1330, 1331, 1332 1333 & CP No's 3&4
Lots 1230, 1231, 1232 1233 & CP No's 3&4
Lots 1130, 1131, 1132 1133 & CP No's 3&4
Lots 1030, 1031, 1032 1033 & CP No's 3&4
Lots 930, 931, 932 933 & CP No's 3&4
Lots 830, 831, 832 833 & CP No's 3&4

COMMON PROPERTY
 No.1

SEE SHEET 34 FOR CONTINUATION

Sheet 35



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 Brighton 3186
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ORIGINAL
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DIAGRAM 35
Section Z-Z'

PROPOSED
PLAN OF SUBDIVISION

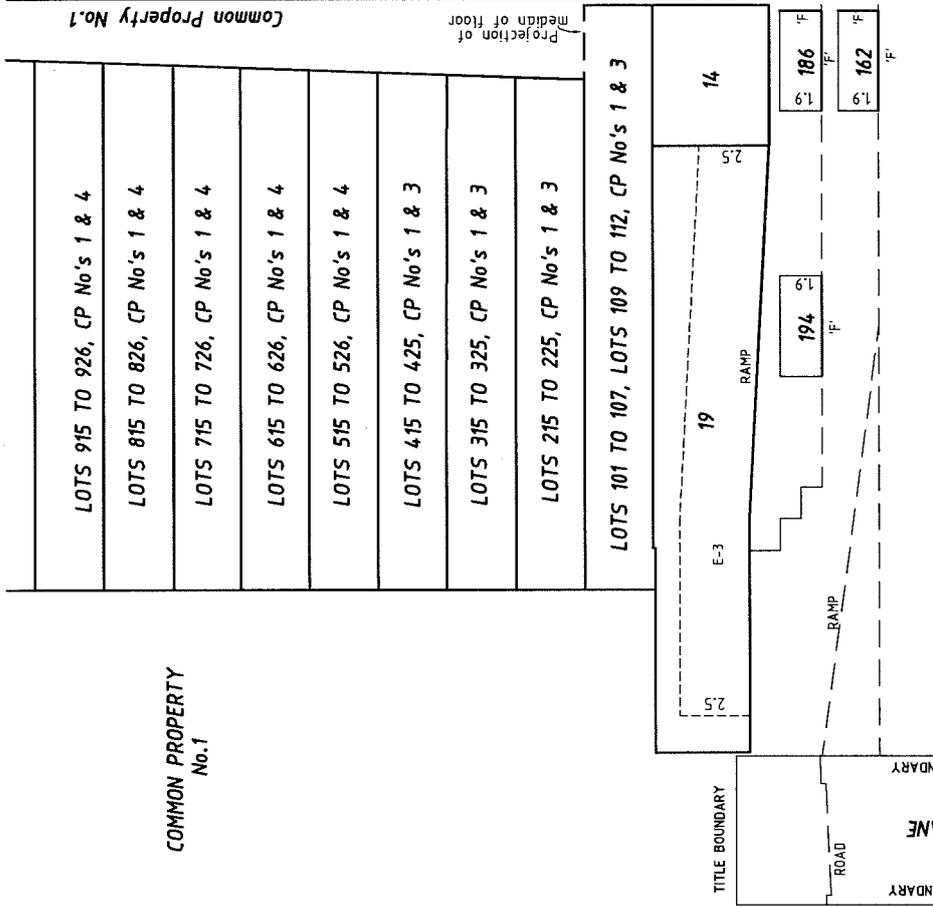
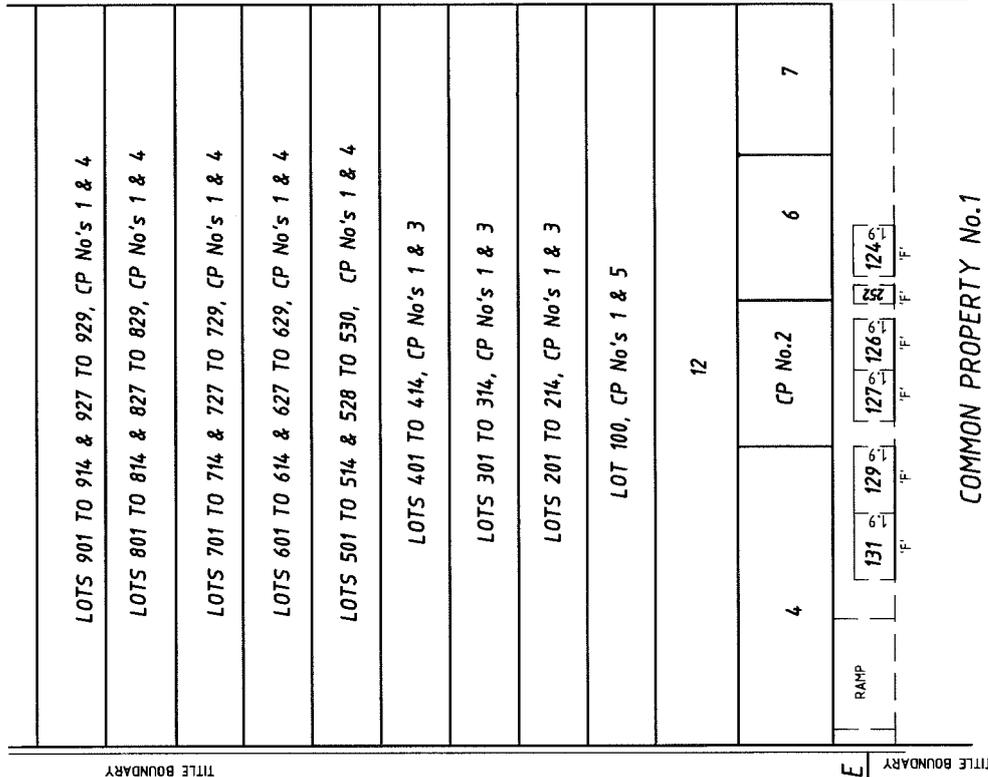
STAGE NO. /

LRS use only
EDITION

Plan Number
PS 648185V

Not to Scale

SEE SHEET 37 FOR CONTINUATION



- DIAGRAM 13
LEVEL 9
- DIAGRAM 12
LEVEL 8
- DIAGRAM 11
LEVEL 7
- DIAGRAM 10
LEVEL 6
- DIAGRAM 9
LEVEL 5
- DIAGRAM 8
LEVEL 4
- DIAGRAM 7
LEVEL 3
- DIAGRAM 6
LEVEL 2
- DIAGRAM 5
LEVEL 1
- DIAGRAM 4
GROUND
- DIAGRAM 3
LOWER GROUND
- DIAGRAM 2
BASEMENT
- DIAGRAM 1
LOWER BASEMENT

COMMON PROPERTY No.1



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DIAGRAM 36
Section Z-Z'

PROPOSED
PLAN OF SUBDIVISION

STAGE NO. /
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EDITION

Plan Number
PS 648185V

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COMMON PROPERTY No.1

ROOF
DIAGRAM 28
PLANT ROOM
DIAGRAM 27
LEVEL 23
DIAGRAM 26
LEVEL 22
DIAGRAM 25
LEVEL 21
DIAGRAM 24
LEVEL 20
DIAGRAM 23
LEVEL 19
DIAGRAM 22
LEVEL 18
DIAGRAM 21
LEVEL 17
DIAGRAM 20
LEVEL 16
DIAGRAM 19
LEVEL 15
DIAGRAM 18
LEVEL 14
DIAGRAM 17
LEVEL 13
DIAGRAM 16
LEVEL 12
DIAGRAM 15
LEVEL 11
DIAGRAM 14
LEVEL 10
DIAGRAM 13
LEVEL 9

ROOF CP No.1 PLANT CP No.3&4	LOTS 2301 TO 2307, CP No's 1, 3, 4 & 5
	LOTS 2201 TO 2207, CP No's 1, 3, 4 & 5
	LOTS 2115 TO 2126, CP No's 1 & 4
	LOTS 2015 TO 2017 & 2019 TO 2026, CP No's 1 & 4
	LOTS 1915 TO 1926, CP No's 1 & 4
	LOTS 1815 TO 1826, CP No's 1 & 4
	LOTS 1715 TO 1726, CP No's 1 & 4
	LOTS 1615 TO 1626, CP No's 1 & 4
	LOTS 1515 TO 1526, CP No's 1 & 4
	LOTS 1415 TO 1426, CP No's 1 & 4
	LOTS 1315 TO 1326, CP No's 1 & 4
	LOTS 1215 TO 1226, CP No's 1 & 4
	LOTS 1115 TO 1126, CP No's 1 & 4
	LOTS 1015 TO 1026, CP No's 1 & 4

Projection of wall median of wall	Projection of ceiling median of ceiling	ROOF CP No.1
Balc.	Terrace	
		LOTS 2106 TO 2111, CP No's 1 & 4
		LOTS 2004 TO 2013 & 2028 TO 2030, CP No's 1 & 4
		LOTS 1901 TO 1914 & 1927 TO 1929, CP No's 1 & 4
		LOTS 1801 TO 1814 & 1827 TO 1829, CP No's 1 & 4
		LOTS 1701 TO 1714 & 1727 TO 1729, CP No's 1 & 4
		LOTS 1601 TO 1614 & 1627 TO 1629, CP No's 1 & 4
		LOTS 1501 TO 1514 & 1527 TO 1529, CP No's 1 & 4
		LOTS 1401 TO 1414 & 1427 TO 1429, CP No's 1 & 4
		LOTS 1301 TO 1314 & 1327 TO 1329, CP No's 1 & 4
		LOTS 1201 TO 1214 & 1227 TO 1229, CP No's 1 & 4
		LOTS 1101 TO 1114 & 1127 TO 1129, CP No's 1 & 4
		LOTS 1001 TO 1014 & 1027 TO 1029, CP No's 1 & 4

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Sheet 37



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135A North Street
BRISBANE 4000
Phone: 03 9530 8231
Email: survey@srwsurveyors.com.au

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A3

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DATE / /
VERSION 07

DATE / /
COUNCIL DELEGATE SIGNATURE

OWNERS CORPORATION SCHEDULE	Stage No. --	Plan No. PS648185V
--	-----------------	------------------------------

Owners Corporation 1	Plan No. PS648185V
----------------------	--------------------

Land Affected By Owners Corporation:

Lots
 1 to 19, 100 to 107, 109 to 282, 301 to 325, 353 to 357, 401 to 425, 501 to 526, 528 to 534, 601 to 633, 701 to 733, 801 to 833,
 901 to 933, 1001 to 1033, 1101 to 1133, 1201 to 1233, 1301 to 1333, 1401 to 1433, 1501 to 1533, 1601 to 1633, 1701 to 1733,
 1801 to 1833, 1901 to 1929, 2004 to 2013, 2015 to 2017, 2019 to 2026, 2028 to 2030, 2106 to 2111, 2115 to 2126, 2201 to 2209, 2301 to 2309.
 All inclusive

Common Properties:
 Common Property Number 1
 Common Property Number 2
 Common Property Number 3
 Common Property Number 4
 Common Property Number 5

Limitations of Owners Corporation:

Unlimited

Notations:

LICENSED SURVEYOR (PRINT).....	STEPHEN R. WATT
SIGNATURE	DATE
REF 2523	VERSION 7

SHEET 38



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Original sheet size A4

OWNERS CORPORATION SCHEDULE						Stage No. --	Plan No. PS648185V					
Owners Corporation 1						Plan No. PS648185V						
Lot Entitlement and Lot Liability												
Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	
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2	84	84	139	12	12	195	13	13	251	1	1	
3	88	88	140	13	13	196	13	13	252	1	1	
4	251	251	141	13	13	197	13	13	253	1	1	
5	54	54	142	13	13	198	13	13	254	1	1	
6	68	68	143	13	13	199	13	13	255	1	1	
7	76	76	144	13	13	200	13	13	256	1	1	
8	20	20	145	13	13	201	66	66	257	1	1	
9	26	26	146	13	13	202	63	63	258	1	1	
10	103	103	147	13	13	203	76	76	259	1	1	
11	550	550	148	13	13	204	85	85	260	1	1	
12	547	547	149	13	13	205	85	85	261	1	1	
13	379	379	150	13	13	206	66	66	262	1	1	
14	334	334	151	13	13	207	60	60	263	1	1	
15	45	45	152	13	13	208	55	55	264	1	1	
16	49	49	153	13	13	209	65	65	265	1	1	
17	43	43	154	13	13	210	84	84	266	1	1	
18	55	55	155	13	13	211	84	84	267	1	1	
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115	13	13	171	13	13	227	3	3	301	66	66	
116	13	13	172	13	13	228	3	3	302	63	63	
117	13	13	173	11	11	229	3	3	303	76	76	
118	13	13	174	11	11	230	3	3	304	85	85	
119	13	13	175	12	12	231	3	3	305	85	85	
120	13	13	176	12	12	232	3	3	306	66	66	
121	13	13	177	13	13	233	3	3	307	60	60	
122	13	13	178	13	13	234	3	3	308	55	55	
123	13	13	179	13	13	235	3	3	309	65	65	
124	13	13	180	13	13	236	3	3	310	84	84	
125	13	13	181	13	13	237	3	3	311	84	84	
126	13	13	182	13	13	238	3	3	312	72	72	
127	13	13	183	13	13	239	3	3	313	54	54	
128	13	13	184	13	13	240	1	1	314	74	74	
129	13	13	185	13	13	241	1	1	315	72	72	
130	13	13	186	13	13	242	1	1	316	69	69	
131	13	13	187	13	13	243	1	1	317	67	67	
132	13	13	188	13	13	244	1	1	318	58	58	
133	13	13	189	13	13	245	1	1	319	68	68	
134	13	13	190	13	13	246	1	1	320	63	63	
135	13	13	191	13	13	247	1	1	321	134	134	
136	12	12	192	13	13	248	1	1	322	63	63	
137	12	12	193	13	13	249	1	1	323	55	55	

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OWNERS CORPORATION SCHEDULE	Stage No. --	Plan No. PS648185V
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Owners Corporation 1	Plan No. PS648185V
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Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
324	66	66	525	66	66	715	74	74	905	85	85
325	74	74	526	75	75	716	64	64	906	66	66
353	5	5	528	2	2	717	63	63	907	60	60
354	10	10	529	3	3	718	57	57	908	54	54
355	6	6	530	4	4	719	69	69	909	65	65
356	6	6	531	4	4	720	62	62	910	83	83
357	6	6	532	4	4	721	66	66	911	83	83
401	66	66	533	3	3	722	73	73	912	71	71
402	63	63	534	3	3	723	67	67	913	56	56
403	76	76	601	64	64	724	52	52	914	69	69
404	85	85	602	65	65	725	66	66	915	74	74
405	85	85	603	76	76	726	76	76	916	64	64
406	66	66	604	78	78	727	4	4	917	63	63
407	60	60	605	85	85	728	3	3	918	57	57
408	55	55	606	66	66	729	4	4	919	69	69
409	65	65	607	60	60	730	4	4	920	62	62
410	84	84	608	54	54	731	4	4	921	68	68
411	84	84	609	65	65	732	3	3	922	74	74
412	72	72	610	83	83	733	3	3	923	69	69
413	54	54	611	83	83	801	64	64	924	52	52
414	74	74	612	71	71	802	65	65	925	66	66
415	72	72	613	56	56	803	76	76	926	76	76
416	69	69	614	69	69	804	78	78	927	4	4
417	66	66	615	74	74	805	85	85	928	3	3
418	58	58	616	64	64	806	66	66	929	4	4
419	68	68	617	63	63	807	60	60	930	4	4
420	62	62	618	57	57	808	54	54	931	4	4
421	137	137	619	69	69	809	65	65	932	3	3
422	64	64	620	62	62	810	83	83	933	3	3
423	55	55	621	65	65	811	83	83	1001	64	64
424	66	66	622	72	72	812	71	71	1002	65	65
425	74	74	623	67	67	813	56	56	1003	76	76
501	64	64	624	52	52	814	69	69	1004	78	78
502	65	65	625	66	66	815	74	74	1005	85	85
503	76	76	626	75	75	816	64	64	1006	66	66
504	78	78	627	4	4	817	63	63	1007	60	60
505	85	85	628	3	3	818	57	57	1008	54	54
506	66	66	629	4	4	819	69	69	1009	65	65
507	60	60	630	4	4	820	62	62	1010	83	83
508	54	54	631	4	4	821	67	67	1011	83	83
509	65	65	632	3	3	822	73	73	1012	71	71
510	83	83	633	3	3	823	68	68	1013	56	56
511	83	83	701	64	64	824	52	52	1014	69	69
512	71	71	702	65	65	825	66	66	1015	74	74
513	56	56	703	76	76	826	76	76	1016	64	64
514	69	69	704	78	78	827	4	4	1017	63	63
515	74	74	705	85	85	828	3	3	1018	57	57
516	64	64	706	66	66	829	4	4	1019	69	69
517	63	63	707	60	60	830	4	4	1020	62	62
518	57	57	708	54	54	831	4	4	1021	68	68
519	69	69	709	65	65	832	3	3	1022	75	75
520	61	61	710	83	83	833	3	3	1023	69	69
521	63	63	711	83	83	901	64	64	1024	52	52
522	70	70	712	71	71	902	65	65	1025	66	66
523	65	65	713	56	56	903	76	76	1026	76	76
524	52	52	714	69	69	904	78	78	1027	4	4

LICENSED SURVEYOR (PRINT)	STEPHEN R. WATT
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OWNERS CORPORATION SCHEDULE

Stage No.
--

Plan No.
PS648185V

Owners Corporation 1

Plan No. PS648185V

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1028	3	3	1218	57	57	1408	54	54	1531	4	4
1029	4	4	1219	69	69	1409	65	65	1532	3	3
1030	4	4	1220	62	62	1410	83	83	1533	3	3
1031	4	4	1221	70	70	1411	83	83	1601	64	64
1032	3	3	1222	76	76	1412	71	71	1602	65	65
1033	3	3	1223	71	71	1413	56	56	1603	76	76
1101	64	64	1224	52	52	1414	69	69	1604	78	78
1102	65	65	1225	66	66	1415	74	74	1605	85	85
1103	76	76	1226	76	76	1416	64	64	1606	66	66
1104	78	78	1227	4	4	1417	63	63	1607	60	60
1105	85	85	1228	3	3	1418	57	57	1608	54	54
1106	66	66	1229	4	4	1419	69	69	1609	65	65
1107	60	60	1230	4	4	1420	62	62	1610	83	83
1108	54	54	1231	4	4	1421	71	71	1611	83	83
1109	65	65	1232	3	3	1422	78	78	1612	71	71
1110	83	83	1233	3	3	1423	72	72	1613	56	56
1111	83	83	1301	64	64	1424	52	52	1614	69	69
1112	71	71	1302	65	65	1425	66	66	1615	74	74
1113	56	56	1303	76	76	1426	76	76	1616	64	64
1114	69	69	1304	78	78	1427	4	4	1617	63	63
1115	74	74	1305	85	85	1428	3	3	1618	57	57
1116	64	64	1306	66	66	1429	4	4	1619	69	69
1117	63	63	1307	60	60	1430	4	4	1620	62	62
1118	57	57	1308	54	54	1431	4	4	1621	73	73
1119	69	69	1309	65	65	1432	3	3	1622	79	79
1120	62	62	1310	83	83	1433	3	3	1623	73	73
1121	69	69	1311	83	83	1501	64	64	1624	52	52
1122	76	76	1312	71	71	1502	64	64	1625	66	66
1123	70	70	1313	56	56	1503	76	76	1626	76	76
1124	52	52	1314	69	69	1504	78	78	1627	4	4
1125	66	66	1315	74	74	1505	85	85	1628	3	3
1126	76	76	1316	64	64	1506	66	66	1629	4	4
1127	4	4	1317	63	63	1507	60	60	1630	4	4
1128	3	3	1318	57	57	1508	54	54	1631	4	4
1129	4	4	1319	69	69	1509	65	65	1632	3	3
1130	4	4	1320	62	62	1510	83	83	1633	3	3
1131	4	4	1321	70	70	1511	83	83	1701	64	64
1132	3	3	1322	77	77	1512	71	71	1702	65	65
1133	3	3	1323	72	72	1513	56	56	1703	76	76
1201	64	64	1324	52	52	1514	69	69	1704	78	78
1202	65	65	1325	66	66	1515	74	74	1705	85	85
1203	76	76	1326	76	76	1516	64	64	1706	66	66
1204	78	78	1327	4	4	1517	63	63	1707	60	60
1205	85	85	1328	3	3	1518	57	57	1708	54	54
1206	66	66	1329	4	4	1519	69	69	1709	65	65
1207	60	60	1330	4	4	1520	62	62	1710	83	83
1208	54	54	1331	4	4	1521	72	72	1711	83	83
1209	65	65	1332	3	3	1522	78	78	1712	71	71
1210	83	83	1333	3	3	1523	73	73	1713	56	56
1211	83	83	1401	64	64	1524	52	52	1714	69	69
1212	71	71	1402	65	65	1525	66	66	1715	74	74
1213	56	56	1403	76	76	1526	76	76	1716	64	64
1214	69	69	1404	78	78	1527	4	4	1717	63	63
1215	74	74	1405	85	85	1528	3	3	1718	57	57
1216	64	64	1406	66	66	1529	4	4	1719	69	69
1217	63	63	1407	60	60	1530	4	4	1720	62	62

LICENSED SURVEYOR (PRINT) STEPHEN R. WATT
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**OWNERS CORPORATION
SCHEDULE**

Stage No.
--

Plan No.
PS648185V

Owners Corporation 1

Plan No. PS648185V

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1721	74	74	1911	83	83	2122	83	83			
1722	80	80	1912	71	71	2123	77	77			
1723	74	74	1913	56	56	2124	54	54			
1724	52	52	1914	69	69	2125	65	65			
1725	66	66	1915	74	74	2126	74	74			
1726	76	76	1916	64	64	2201	62	62			
1727	4	4	1917	63	63	2202	78	78			
1728	3	3	1918	57	57	2203	84	84			
1729	4	4	1919	69	69	2204	78	78			
1730	4	4	1920	62	62	2205	53	53			
1731	4	4	1921	75	75	2206	66	66			
1732	3	3	1922	81	81	2207	75	75			
1733	3	3	1923	75	75	2208	2	2			
1801	64	64	1924	52	52	2209	2	2			
1802	65	65	1925	66	66	2301	62	62			
1803	76	76	1926	76	76	2302	78	78			
1804	78	78	1927	4	4	2303	84	84			
1805	85	85	1928	3	3	2304	78	78			
1806	66	66	1929	4	4	2305	53	53			
1807	60	60	2004	64	64	2306	66	66			
1808	54	54	2005	65	65	2307	75	75			
1809	65	65	2006	76	76	2308	2	2			
1810	83	83	2007	101	101	2309	2	2			
1811	83	83	2008	194	194						
1812	71	71	2009	180	180						
1813	56	56	2010	106	106						
1814	69	69	2011	73	73						
1815	74	74	2012	56	56						
1816	64	64	2013	73	73						
1817	63	63	2015	74	74						
1818	57	57	2016	64	64						
1819	69	69	2017	120	120						
1820	62	62	2019	69	69						
1821	74	74	2020	62	62						
1822	81	81	2021	76	76						
1823	74	74	2022	82	82						
1824	52	52	2023	76	76						
1825	66	66	2024	52	52						
1826	76	76	2025	66	66						
1827	4	4	2026	76	76						
1828	3	3	2028	4	4						
1829	4	4	2029	3	3						
1830	4	4	2030	4	4						
1831	4	4	2106	70	70						
1832	3	3	2107	78	78						
1833	3	3	2108	305	305						
1901	64	64	2109	313	313						
1902	65	65	2110	56	56						
1903	76	76	2111	73	73						
1904	78	78	2115	74	74						
1905	85	85	2116	64	64						
1906	66	66	2117	67	67						
1907	60	60	2118	58	58						
1908	54	54	2119	68	68						
1909	65	65	2120	63	63						
1910	83	83	2121	77	77						
						Total	42229	42229			

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OWNERS CORPORATION SCHEDULE	Stage No. --	Plan No. PS648185V
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Owners Corporation 2	Plan No. PS648185V
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Land Affected by Owners Corporation 2:	Lots 1 to 18 inclusive. Also Common Property No.2
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Limitations of Owners Corporation 2:	Limited to Common Property Number 2.
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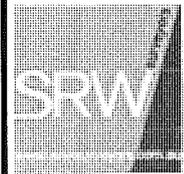
Notations:	Lots in the table below are also affected by Owners Corporation No. 1.
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Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	63	63									
2	84	84									
3	88	88									
4	251	251									
5	54	54									
6	68	68									
7	76	76									
8	20	20									
9	26	26									
10	103	103									
11	550	550									
12	547	547									
13	379	379									
14	334	334									
15	45	45									
16	49	49									
17	43	43									
18	55	55									
Total	2835.00	2835.00									

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OWNERS CORPORATION SCHEDULE	Stage No. --	Plan No. PS648185V
--	-----------------	------------------------------

Owners Corporation 3	Plan No. PS648185V
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Land Affected By Owners Corporation:

Lots
Lot 19, 100 to 107, 109 to 282, 301 to 325, 353 to 357, 401 to 425. All inclusive

Common Properties:
Common Property Number 3

Limitations of Owners Corporation 3:

Limited to Common Property Number 3

Notations:

Lots in the table below are also affected by Owners Corporation's Numbers 1,4 & 5

LICENSED SURVEYOR (PRINT)	STEPHEN R. WATT
SIGNATURE	DATE
REF	VERSION
2523	7

SHEET 44

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DATE

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OWNERS CORPORATION SCHEDULE	Stage No. --	Plan No. PS648185V
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Owners Corporation 3	Plan No. PS648185V
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Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
19	188	188	319	68	68						
100	265	265	320	63	63						
101	72	72	321	134	134						
102	66	66	322	63	63						
103	84	84	323	55	55						
104	73	73	324	66	66						
105	75	75	325	74	74						
106	55	55	353	5	5						
107	154	154	354	10	10						
109	78	78	355	6	6						
110	55	55	356	6	6						
111	65	65	357	6	6						
112	74	74	401	66	66						
201	66	66	402	63	63						
202	63	63	403	76	76						
203	76	76	404	85	85						
204	85	85	405	85	85						
205	85	85	406	66	66						
206	66	66	407	60	60						
207	60	60	408	55	55						
208	55	55	409	65	65						
209	65	65	410	84	84						
210	84	84	411	84	84						
211	84	84	412	72	72						
212	72	72	413	54	54						
213	54	54	414	74	74						
214	74	74	415	72	72						
215	72	72	416	69	69						
216	69	69	417	66	66						
217	67	67	418	58	58						
218	58	58	419	68	68						
219	68	68	420	62	62						
220	63	63	421	137	137						
221	131	131	422	64	64						
222	61	61	423	55	55						
223	55	55	424	66	66						
224	66	66	425	74	74						
225	74	74									
301	66	66									
302	63	63									
303	76	76									
304	85	85									
305	85	85									
306	66	66									
307	60	60									
308	55	55									
309	65	65									
310	84	84									
311	84	84									
312	72	72									
313	54	54									
314	74	74									
315	72	72									
316	69	69									
317	67	67									
318	58	58	Total	6668	6668						

LICENSED SURVEYOR (PRINT) **STEPHEN R. WATT**
SIGNATURE DATE
REF 2523 VERSION 7

SHEET 45



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OWNERS CORPORATION SCHEDULE	Stage No. --	Plan No. PS648185V								
Owners Corporation 4		Plan No. PS648185V								
<u>Land Affected By Owners Corporation:</u>										
<p><u>Lots</u> Lot 501 to 526, 528 to 534, 601 to 633, 701 to 733, 801 to 833, 901 to 933, 1001 to 1033, 1101 to 1133, 1201 to 1233, 1301 to 1333, 1401 to 1433, 1501 to 1533, 1601 to 1633, 1701 to 1733, 1801 to 1833, 1901 to 1929, 2004 to 2013, 2015 to 2017, 2019 to 2026, 2028 to 2030, 2106 to 2111, 2115 to 2126, 2201 to 2209, 2301 to 2309. All inclusive</p> <p><u>Common Properties:</u> Common Property Number 4</p>										
<u>Limitations of Owners Corporation 4:</u>										
<p>Limited to Common Property Number 4</p>										
<u>Notations:</u>										
<p>Lots in the table below are also affected by Owners Corporation's Numbers 1,3 & 5</p>										
<table border="0" style="width: 100%;"> <tr> <td style="font-size: small;">LICENSED SURVEYOR (PRINT)</td> <td style="text-align: right;">STEPHEN R. WATT</td> </tr> <tr> <td style="font-size: small;">SIGNATURE</td> <td style="text-align: right;">DATE</td> </tr> <tr> <td style="font-size: small;">REF</td> <td style="text-align: right;">VERSION</td> </tr> <tr> <td style="text-align: center;">2523</td> <td style="text-align: right;">7</td> </tr> </table>	LICENSED SURVEYOR (PRINT)	STEPHEN R. WATT	SIGNATURE	DATE	REF	VERSION	2523	7	SHEET 46	
LICENSED SURVEYOR (PRINT)	STEPHEN R. WATT									
SIGNATURE	DATE									
REF	VERSION									
2523	7									
 <p>SRW SURVEYORS Pty Ltd 135A Martin Street, Brighton Vic 3186 Telephone (03) 9530 8231 Email: surveyor@srwsurveyors.com.au</p>	<p>DATE</p> <p>COUNCIL DELEGATE SIGNATURE</p>									
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OWNERS CORPORATION SCHEDULE	Stage No. --	Plan No. PS648185V
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Owners Corporation 4	Plan No. PS648185V
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Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
501	64	64	624	52	52	814	69	69	1004	78	78
502	65	65	625	66	66	815	74	74	1005	85	85
503	76	76	626	75	75	816	64	64	1006	66	66
504	78	78	627	4	4	817	63	63	1007	60	60
505	85	85	628	3	3	818	57	57	1008	54	54
506	66	66	629	4	4	819	69	69	1009	65	65
507	60	60	630	4	4	820	62	62	1010	83	83
508	54	54	631	4	4	821	67	67	1011	83	83
509	65	65	632	3	3	822	73	73	1012	71	71
510	83	83	633	3	3	823	68	68	1013	56	56
511	83	83	701	64	64	824	52	52	1014	69	69
512	71	71	702	65	65	825	66	66	1015	74	74
513	56	56	703	76	76	826	76	76	1016	64	64
514	69	69	704	78	78	827	4	4	1017	63	63
515	74	74	705	85	85	828	3	3	1018	57	57
516	64	64	706	66	66	829	4	4	1019	69	69
517	63	63	707	60	60	830	4	4	1020	62	62
518	57	57	708	54	54	831	4	4	1021	68	68
519	69	69	709	65	65	832	3	3	1022	75	75
520	61	61	710	83	83	833	3	3	1023	69	69
521	63	63	711	83	83	901	64	64	1024	52	52
522	70	70	712	71	71	902	65	65	1025	66	66
523	65	65	713	56	56	903	76	76	1026	76	76
524	52	52	714	69	69	904	78	78	1027	4	4
525	66	66	715	74	74	905	85	85	1028	3	3
526	75	75	716	64	64	906	66	66	1029	4	4
528	2	2	717	63	63	907	60	60	1030	4	4
529	3	3	718	57	57	908	54	54	1031	4	4
530	4	4	719	69	69	909	65	65	1032	3	3
531	4	4	720	62	62	910	83	83	1033	3	3
532	4	4	721	66	66	911	83	83	1101	64	64
533	3	3	722	73	73	912	71	71	1102	65	65
534	3	3	723	67	67	913	56	56	1103	76	76
601	64	64	724	52	52	914	69	69	1104	78	78
602	65	65	725	66	66	915	74	74	1105	85	85
603	76	76	726	76	76	916	64	64	1106	66	66
604	78	78	727	4	4	917	63	63	1107	60	60
605	85	85	728	3	3	918	57	57	1108	54	54
606	66	66	729	4	4	919	69	69	1109	65	65
607	60	60	730	4	4	920	62	62	1110	83	83
608	54	54	731	4	4	921	68	68	1111	83	83
609	65	65	732	3	3	922	74	74	1112	71	71
610	83	83	733	3	3	923	69	69	1113	56	56
611	83	83	801	64	64	924	52	52	1114	69	69
612	71	71	802	65	65	925	66	66	1115	74	74
613	56	56	803	76	76	926	76	76	1116	64	64
614	69	69	804	78	78	927	4	4	1117	63	63
615	74	74	805	85	85	928	3	3	1118	57	57
616	64	64	806	66	66	929	4	4	1119	69	69
617	63	63	807	60	60	930	4	4	1120	62	62
618	57	57	808	54	54	931	4	4	1121	69	69
619	69	69	809	65	65	932	3	3	1122	76	76
620	62	62	810	83	83	933	3	3	1123	70	70
621	65	65	811	83	83	1001	64	64	1124	52	52
622	72	72	812	71	71	1002	65	65	1125	66	66
623	67	67	813	56	56	1003	76	76	1126	76	76

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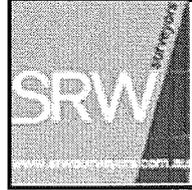
OWNERS CORPORATION SCHEDULE	Stage No. --	Plan No. PS648185V
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Owners Corporation 4	Plan No. PS648185V
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Lot Entitlement and Lot Liability

Lot	Entitlement	Liability									
1127	4	4	1317	63	63	1507	60	60	1630	4	4
1128	3	3	1318	57	57	1508	54	54	1631	4	4
1129	4	4	1319	69	69	1509	65	65	1632	3	3
1130	4	4	1320	62	62	1510	83	83	1633	3	3
1131	4	4	1321	70	70	1511	83	83	1701	64	64
1132	3	3	1322	77	77	1512	71	71	1702	65	65
1133	3	3	1323	72	72	1513	56	56	1703	76	76
1201	64	64	1324	52	52	1514	69	69	1704	78	78
1202	65	65	1325	66	66	1515	74	74	1705	85	85
1203	76	76	1326	76	76	1516	64	64	1706	66	66
1204	78	78	1327	4	4	1517	63	63	1707	60	60
1205	85	85	1328	3	3	1518	57	57	1708	54	54
1206	66	66	1329	4	4	1519	69	69	1709	65	65
1207	60	60	1330	4	4	1520	62	62	1710	83	83
1208	54	54	1331	4	4	1521	72	72	1711	83	83
1209	65	65	1332	3	3	1522	78	78	1712	71	71
1210	83	83	1333	3	3	1523	73	73	1713	56	56
1211	83	83	1401	64	64	1524	52	52	1714	69	69
1212	71	71	1402	65	65	1525	66	66	1715	74	74
1213	56	56	1403	76	76	1526	76	76	1716	64	64
1214	69	69	1404	78	78	1527	4	4	1717	63	63
1215	74	74	1405	85	85	1528	3	3	1718	57	57
1216	64	64	1406	66	66	1529	4	4	1719	69	69
1217	63	63	1407	60	60	1530	4	4	1720	62	62
1218	57	57	1408	54	54	1531	4	4	1721	74	74
1219	69	69	1409	65	65	1532	3	3	1722	80	80
1220	62	62	1410	83	83	1533	3	3	1723	74	74
1221	70	70	1411	83	83	1601	64	64	1724	52	52
1222	76	76	1412	71	71	1602	65	65	1725	66	66
1223	71	71	1413	56	56	1603	76	76	1726	76	76
1224	52	52	1414	69	69	1604	78	78	1727	4	4
1225	66	66	1415	74	74	1605	85	85	1728	3	3
1226	76	76	1416	64	64	1606	66	66	1729	4	4
1227	4	4	1417	63	63	1607	60	60	1730	4	4
1228	3	3	1418	57	57	1608	54	54	1731	4	4
1229	4	4	1419	69	69	1609	65	65	1732	3	3
1230	4	4	1420	62	62	1610	83	83	1733	3	3
1231	4	4	1421	71	71	1611	83	83	1801	64	64
1232	3	3	1422	78	78	1612	71	71	1802	65	65
1233	3	3	1423	72	72	1613	56	56	1803	76	76
1301	64	64	1424	52	52	1614	69	69	1804	78	78
1302	65	65	1425	66	66	1615	74	74	1805	85	85
1303	76	76	1426	76	76	1616	64	64	1806	66	66
1304	78	78	1427	4	4	1617	63	63	1807	60	60
1305	85	85	1428	3	3	1618	57	57	1808	54	54
1306	66	66	1429	4	4	1619	69	69	1809	65	65
1307	60	60	1430	4	4	1620	62	62	1810	83	83
1308	54	54	1431	4	4	1621	73	73	1811	83	83
1309	65	65	1432	3	3	1622	79	79	1812	71	71
1310	83	83	1433	3	3	1623	73	73	1813	56	56
1311	83	83	1501	64	64	1624	52	52	1814	69	69
1312	71	71	1502	64	64	1625	66	66	1815	74	74
1313	56	56	1503	76	76	1626	76	76	1816	64	64
1314	69	69	1504	78	78	1627	4	4	1817	63	63
1315	74	74	1505	85	85	1628	3	3	1818	57	57
1316	64	64	1506	66	66	1629	4	4	1819	69	69

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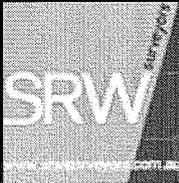
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OWNERS CORPORATION SCHEDULE						Stage No.	Plan No.					
						--	PS648185V					
Owners Corporation 4						Plan No. PS648185V						
Lot Entitlement and Lot Liability												
Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	
1820	62	62	2019	69	69							
1821	74	74	2020	62	62							
1822	81	81	2021	76	76							
1823	74	74	2022	82	82							
1824	52	52	2023	76	76							
1825	66	66	2024	52	52							
1826	76	76	2025	66	66							
1827	4	4	2026	76	76							
1828	3	3	2028	4	4							
1829	4	4	2029	3	3							
1830	4	4	2030	4	4							
1831	4	4	2106	70	70							
1832	3	3	2107	78	78							
1833	3	3	2108	305	305							
1901	64	64	2109	313	313							
1902	65	65	2110	56	56							
1903	76	76	2111	73	73							
1904	78	78	2115	74	74							
1905	85	85	2116	64	64							
1906	66	66	2117	67	67							
1907	60	60	2118	58	58							
1908	54	54	2119	68	68							
1909	65	65	2120	63	63							
1910	83	83	2121	77	77							
1911	83	83	2122	83	83							
1912	71	71	2123	77	77							
1913	56	56	2124	54	54							
1914	69	69	2125	65	65							
1915	74	74	2126	74	74							
1916	64	64	2201	62	62							
1917	63	63	2202	78	78							
1918	57	57	2203	84	84							
1919	69	69	2204	78	78							
1920	62	62	2205	53	53							
1921	75	75	2206	66	66							
1922	81	81	2207	75	75							
1923	75	75	2208	2	2							
1924	52	52	2209	2	2							
1925	66	66	2301	62	62							
1926	76	76	2302	78	78							
1927	4	4	2303	84	84							
1928	3	3	2304	78	78							
1929	4	4	2305	53	53							
2004	64	64	2306	66	66							
2005	65	65	2307	75	75							
2006	76	76	2308	2	2							
2007	101	101	2309	2	2							
2008	194	194										
2009	180	180										
2010	106	106										
2011	73	73										
2012	56	56										
2013	73	73										
2015	74	74										
2016	64	64										
2017	120	120	Total	31507	31507							

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OWNERS CORPORATION SCHEDULE	Stage No. --	Plan No. PS648185V
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Owners Corporation 5	Plan No. PS648185V
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Land Affected By Owners Corporation:

Lots
 Lot 19, 100 to 107, 109 to 112, 201 to 225, 301 to 325, 353 to 357, 401 to 425, 501 to 526, 528 to 534, 601 to 633, 701 to 733, 801 to 833, 901 to 933, 1001 to 1033, 1101 to 1133, 1201 to 1233, 1301 to 1333, 1401 to 1433, 1501 to 1533, 1601 to 1633, 1701 to 1733, 1801 to 1833, 1901 to 1929, 2004 to 2013, 2015 to 2017, 2019 to 2026, 2028 to 2030, 2106 to 2111, 2115 to 2126, 2201 to 2209, 2301 to 2309.
 All inclusive

Common Properties:
 Common Property Number 5

Limitations of Owners Corporation 5:

Limited to Common Property Number 5

Notations:

Lots in the table below are also affected by Owners Corporation's Numbers 1,3 & 4

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OWNERS CORPORTATION SCHEDULE	Stage No. --	Plan No. PS648185V
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Owners Corporation 5	Plan No. PS648185V
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Lot Entitlement and Lot Liability

Lot	Entitlement	Liability									
19	188	188	319	68	68	520	61	61	710	83	83
100	265	265	320	63	63	521	63	63	711	83	83
101	72	72	321	134	134	522	70	70	712	71	71
102	66	66	322	63	63	523	65	65	713	56	56
103	84	84	323	55	55	524	52	52	714	69	69
104	73	73	324	66	66	525	66	66	715	74	74
105	75	75	325	74	74	526	75	75	716	64	64
106	55	55	353	5	5	528	2	2	717	63	63
107	154	154	354	10	10	529	3	3	718	57	57
109	78	78	355	6	6	530	4	4	719	69	69
110	55	55	356	6	6	531	4	4	720	62	62
111	65	65	357	6	6	532	4	4	721	66	66
112	74	74	401	66	66	533	3	3	722	73	73
201	66	66	402	63	63	534	3	3	723	67	67
202	63	63	403	76	76	601	64	64	724	52	52
203	76	76	404	85	85	602	65	65	725	66	66
204	85	85	405	85	85	603	76	76	726	76	76
205	85	85	406	66	66	604	78	78	727	4	4
206	66	66	407	60	60	605	85	85	728	3	3
207	60	60	408	55	55	606	66	66	729	4	4
208	55	55	409	65	65	607	60	60	730	4	4
209	65	65	410	84	84	608	54	54	731	4	4
210	84	84	411	84	84	609	65	65	732	3	3
211	84	84	412	72	72	610	83	83	733	3	3
212	72	72	413	54	54	611	83	83	801	64	64
213	54	54	414	74	74	612	71	71	802	65	65
214	74	74	415	72	72	613	56	56	803	76	76
215	72	72	416	69	69	614	69	69	804	78	78
216	69	69	417	66	66	615	74	74	805	85	85
217	67	67	418	58	58	616	64	64	806	66	66
218	58	58	419	68	68	617	63	63	807	60	60
219	68	68	420	62	62	618	57	57	808	54	54
220	63	63	421	137	137	619	69	69	809	65	65
221	131	131	422	64	64	620	62	62	810	83	83
222	61	61	423	55	55	621	65	65	811	83	83
223	55	55	424	66	66	622	72	72	812	71	71
224	66	66	425	74	74	623	67	67	813	56	56
225	74	74	501	64	64	624	52	52	814	69	69
301	66	66	502	65	65	625	66	66	815	74	74
302	63	63	503	76	76	626	75	75	816	64	64
303	76	76	504	78	78	627	4	4	817	63	63
304	85	85	505	85	85	628	3	3	818	57	57
305	85	85	506	66	66	629	4	4	819	69	69
306	66	66	507	60	60	630	4	4	820	62	62
307	60	60	508	54	54	631	4	4	821	67	67
308	55	55	509	65	65	632	3	3	822	73	73
309	65	65	510	83	83	633	3	3	823	68	68
310	84	84	511	83	83	701	64	64	824	52	52
311	84	84	512	71	71	702	65	65	825	66	66
312	72	72	513	56	56	703	76	76	826	76	76
313	54	54	514	69	69	704	78	78	827	4	4
314	74	74	515	74	74	705	85	85	828	3	3
315	72	72	516	64	64	706	66	66	829	4	4
316	69	69	517	63	63	707	60	60	830	4	4
317	67	67	518	57	57	708	54	54	831	4	4
318	58	58	519	69	69	709	65	65	832	3	3

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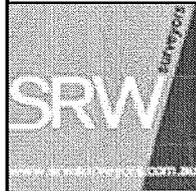
OWNERS CORPORATION SCHEDULE	Stage No. --	Plan No. PS648185V
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Owners Corporation 5	Plan No. PS648185V
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Lot Entitlement and Lot Liability

Lot	Entitlement	Liability									
833	3	3	1023	69	69	1213	56	56	1403	76	76
901	64	64	1024	52	52	1214	69	69	1404	78	78
902	65	65	1025	66	66	1215	74	74	1405	85	85
903	76	76	1026	76	76	1216	64	64	1406	66	66
904	78	78	1027	4	4	1217	63	63	1407	60	60
905	85	85	1028	3	3	1218	57	57	1408	54	54
906	66	66	1029	4	4	1219	69	69	1409	65	65
907	60	60	1030	4	4	1220	62	62	1410	83	83
908	54	54	1031	4	4	1221	70	70	1411	83	83
909	65	65	1032	3	3	1222	76	76	1412	71	71
910	83	83	1033	3	3	1223	71	71	1413	56	56
911	83	83	1101	64	64	1224	52	52	1414	69	69
912	71	71	1102	65	65	1225	66	66	1415	74	74
913	56	56	1103	76	76	1226	76	76	1416	64	64
914	69	69	1104	78	78	1227	4	4	1417	63	63
915	74	74	1105	85	85	1228	3	3	1418	57	57
916	64	64	1106	66	66	1229	4	4	1419	69	69
917	63	63	1107	60	60	1230	4	4	1420	62	62
918	57	57	1108	54	54	1231	4	4	1421	71	71
919	69	69	1109	65	65	1232	3	3	1422	78	78
920	62	62	1110	83	83	1233	3	3	1423	72	72
921	68	68	1111	83	83	1301	64	64	1424	52	52
922	74	74	1112	71	71	1302	65	65	1425	66	66
923	69	69	1113	56	56	1303	76	76	1426	76	76
924	52	52	1114	69	69	1304	78	78	1427	4	4
925	66	66	1115	74	74	1305	85	85	1428	3	3
926	76	76	1116	64	64	1306	66	66	1429	4	4
927	4	4	1117	63	63	1307	60	60	1430	4	4
928	3	3	1118	57	57	1308	54	54	1431	4	4
929	4	4	1119	69	69	1309	65	65	1432	3	3
930	4	4	1120	62	62	1310	83	83	1433	3	3
931	4	4	1121	69	69	1311	83	83	1501	64	64
932	3	3	1122	76	76	1312	71	71	1502	64	64
933	3	3	1123	70	70	1313	56	56	1503	76	76
1001	64	64	1124	52	52	1314	69	69	1504	78	78
1002	65	65	1125	66	66	1315	74	74	1505	85	85
1003	76	76	1126	76	76	1316	64	64	1506	66	66
1004	78	78	1127	4	4	1317	63	63	1507	60	60
1005	85	85	1128	3	3	1318	57	57	1508	54	54
1006	66	66	1129	4	4	1319	69	69	1509	65	65
1007	60	60	1130	4	4	1320	62	62	1510	83	83
1008	54	54	1131	4	4	1321	70	70	1511	83	83
1009	65	65	1132	3	3	1322	77	77	1512	71	71
1010	83	83	1133	3	3	1323	72	72	1513	56	56
1011	83	83	1201	64	64	1324	52	52	1514	69	69
1012	71	71	1202	65	65	1325	66	66	1515	74	74
1013	56	56	1203	76	76	1326	76	76	1516	64	64
1014	69	69	1204	78	78	1327	4	4	1517	63	63
1015	74	74	1205	85	85	1328	3	3	1518	57	57
1016	64	64	1206	66	66	1329	4	4	1519	69	69
1017	63	63	1207	60	60	1330	4	4	1520	62	62
1018	57	57	1208	54	54	1331	4	4	1521	72	72
1019	69	69	1209	65	65	1332	3	3	1522	78	78
1020	62	62	1210	83	83	1333	3	3	1523	73	73
1021	68	68	1211	83	83	1401	64	64	1524	52	52
1022	75	75	1212	71	71	1402	65	65	1525	66	66

LICENSED SURVEYOR (PRINT) STEPHEN R. WATT
SIGNATURE _____ DATE _____
REF 2523 VERSION 7



SRW SURVEYORS Pty Ltd
135A Martin Street, Brighton Vic 3186
Telephone (03) 9530 8231
Email: surveyor@srwsurveyors.com.au

SHEET 52

DATE _____
COUNCIL DELEGATE SIGNATURE _____

Original sheet size A4

OWNERS CORPORATION SCHEDULE	Stage No. --	Plan No. PS648185V
--	-----------------	------------------------------

Owners Corporation 5	Plan No. PS648185V
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Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1526	76	76	1716	64	64	1906	66	66	2117	67	67
1527	4	4	1717	63	63	1907	60	60	2118	58	58
1528	3	3	1718	57	57	1908	54	54	2119	68	68
1529	4	4	1719	69	69	1909	65	65	2120	63	63
1530	4	4	1720	62	62	1910	83	83	2121	77	77
1531	4	4	1721	74	74	1911	83	83	2122	83	83
1532	3	3	1722	80	80	1912	71	71	2123	77	77
1533	3	3	1723	74	74	1913	56	56	2124	54	54
1601	64	64	1724	52	52	1914	69	69	2125	65	65
1602	65	65	1725	66	66	1915	74	74	2126	74	74
1603	76	76	1726	76	76	1916	64	64	2201	62	62
1604	78	78	1727	4	4	1917	63	63	2202	78	78
1605	85	85	1728	3	3	1918	57	57	2203	84	84
1606	66	66	1729	4	4	1919	69	69	2204	78	78
1607	60	60	1730	4	4	1920	62	62	2205	53	53
1608	54	54	1731	4	4	1921	75	75	2206	66	66
1609	65	65	1732	3	3	1922	81	81	2207	75	75
1610	83	83	1733	3	3	1923	75	75	2208	2	2
1611	83	83	1801	64	64	1924	52	52	2209	2	2
1612	71	71	1802	65	65	1925	66	66	2301	62	62
1613	56	56	1803	76	76	1926	76	76	2302	78	78
1614	69	69	1804	78	78	1927	4	4	2303	84	84
1615	74	74	1805	85	85	1928	3	3	2304	78	78
1616	64	64	1806	66	66	1929	4	4	2305	53	53
1617	63	63	1807	60	60	2004	64	64	2306	66	66
1618	57	57	1808	54	54	2005	65	65	2307	75	75
1619	69	69	1809	65	65	2006	76	76	2308	2	2
1620	62	62	1810	83	83	2007	101	101	2309	2	2
1621	73	73	1811	83	83	2008	194	194			
1622	79	79	1812	71	71	2009	180	180			
1623	73	73	1813	56	56	2010	106	106			
1624	52	52	1814	69	69	2011	73	73			
1625	66	66	1815	74	74	2012	56	56			
1626	76	76	1816	64	64	2013	73	73			
1627	4	4	1817	63	63	2015	74	74			
1628	3	3	1818	57	57	2016	64	64			
1629	4	4	1819	69	69	2017	120	120			
1630	4	4	1820	62	62	2019	69	69			
1631	4	4	1821	74	74	2020	62	62			
1632	3	3	1822	81	81	2021	76	76			
1633	3	3	1823	74	74	2022	82	82			
1701	64	64	1824	52	52	2023	76	76			
1702	65	65	1825	66	66	2024	52	52			
1703	76	76	1826	76	76	2025	66	66			
1704	78	78	1827	4	4	2026	76	76			
1705	85	85	1828	3	3	2028	4	4			
1706	66	66	1829	4	4	2029	3	3			
1707	60	60	1830	4	4	2030	4	4			
1708	54	54	1831	4	4	2106	70	70			
1709	65	65	1832	3	3	2107	78	78			
1710	83	83	1833	3	3	2108	305	305			
1711	83	83	1901	64	64	2109	313	313			
1712	71	71	1902	65	65	2110	56	56			
1713	56	56	1903	76	76	2111	73	73			
1714	69	69	1904	78	78	2115	74	74			
1715	74	74	1905	85	85	2116	64	64	Total	38175	38175

LICENSED SURVEYOR (PRINT) STEPHEN R. WATT
SIGNATURE DATE
REF 2523 VERSION 7



SRW SURVEYORS Pty Ltd
135A Martin Street, Brighton Vic 3186
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SHEET 53

DATE
COUNCIL DELEGATE SIGNATURE

Original sheet size A4

Planning



CERTIFICATE No: 19591309 DATE: 24/02/2014

PLANNING CERTIFICATE

Client: K&L Gates
DX: 405 MELBOURNE

Matter Ref: 7380214.00003.BBOA
Vendor: HENGYI AUSTRALIA PTY
LTD
Purchaser:

Subject Property: 199 WILLIAM STREET MELBOURNE VIC 3000

Title Particulars: Vol 11451 Fol 164

Municipality: MELBOURNE

Planning Scheme: MELBOURNE PLANNING SCHEME

Responsible Authority for administering and enforcing the Scheme: REFER ATTACHED SCHEDULE

Zone: CAPITAL CITY ZONE - SCHEDULE 1

Abuttal to a Road Zone or a Public Acquisition Overlay for a Proposed Road or Road Widening: Not Applicable

Design and Development Overlay: DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 4 - WEATHER PROTECTION

Development Contributions Plan Overlay: Not Applicable

Development Plan Overlay: Not Applicable

Environmental Audit Overlay: Not Applicable

Environmental Significance Overlay: Not Applicable

Heritage Overlay: Not Applicable

Public Acquisition Overlay: Not Applicable

Significant Landscape Overlay: Not Applicable

Special Building Overlay: Not Applicable

Vegetation Protection Overlay: Not Applicable

Other Overlays: PARKING OVERLAY - PRECINCT 1

Proposed Planning Scheme Amendments: MELBOURNE C142 PROPOSES TO INTRODUCE A NEW LOCAL PLANNING POLICY "STORMWATER MANAGEMENT (WATER SENSITIVE URBAN DESIGN)" INTO THE PLANNING SCHEME; MELBOURNE C209 PROPOSES TO INTRODUCE A PUBLIC OPEN SPACE CONTRIBUTION REQUIREMENT UNDER THE SCHEDULE TO CLAUSE 52.01 PUBLIC OPEN SPACE CONTRIBUTIONS AND SUBDIVISION, AND A NEW LOCAL POLICY PUBLIC OPEN SPACE CONTRIBUTIONS AT CLAUSE 22.26

Additional Notes: Not Applicable

The information source for each entry on this certificate has been checked and if shown as Not Applicable does not apply to the subject property. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the use and development of land.



CERTIFICATE No: 19591309 DATE: 24/02/2014

PLANNING CERTIFICATE





CERTIFICATE No: 19591309 DATE: 24/02/2014

PLANNING CERTIFICATE

MELBOURNE PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

The Council of the City of Melbourne is the responsible authority for administering and enforcing the scheme, except that the Minister for Planning is the responsible authority for considering and determining applications in accordance with Divisions 1, 2 and 3 of Part 4 of the Planning and Environment Act 1987 and for approving matters required by the scheme to be done to the satisfaction of the responsible authority in relation to:

Developments with a gross floor area exceeding 25,000 square metres.

Development and use of land by or on behalf of a Minister of the Crown.

Comprehensive Development Zone: Schedule 2 - Carlton Brewery

The approval and amendment of any development plan, pursuant to clause 43.04-3, in relation to Schedule 8 to the Development Plan Overlay (Carlton Housing Precincts).

The use and development of land for accommodation to which clause 52.41 of the scheme applies.

Despite anything to the contrary in this schedule, the Minister for Planning is the responsible authority for the purposes of clause 43.04 (schedules 2 to 7) where the total gross floor area of the buildings in the development plan exceeds 25,000 square metres.

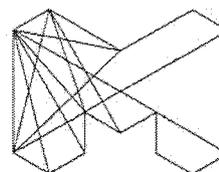
Despite anything to the contrary stated in this schedule, the Council of the City of Melbourne is the responsible authority for administering and enforcing the scheme for applications for subdivision or consolidation of land including buildings or airspace and other applications made under the Subdivision Act 1988 within the municipal district of the City of Melbourne, except for the 20.11 hectares of land includes in the Games Village project as shown on plan 18698/GV Version A, generally bounded by Oak Street to the east, Park Street to the north, the City Link Freeway to the west and Royal Park to the south-east, excluding the Mental Health Research Institute, in Parkville.

PLANNING CERTIFICATE

MAP Image
Not Available
For This Property

Town planning permit no. TP-2014-234

PLANNING PERMIT



CITY OF MELBOURNE

For further reference contact:
 Helen Koulouris
 Telephone: 03 9658 9964
 Email: survey@melbourne.vic.gov.au
 Planning and Building Branch
 Level 3, Council House 2
 240 Little Collins Street, Melbourne

PERMIT NO.	TP-2014-234
PLANNING SCHEME	Melbourne Planning Scheme
RESPONSIBLE AUTHORITY	Melbourne City Council
ADDRESS OF THE LAND	189-203 William Street, 502-532 Little Bourke Street, 1-11 Guests Lane & 2-10 Guests Lane and MELBOURNE VIC 3000
THE PERMIT ALLOWS	SUBDIVISION IN ACCORDANCE WITH THE ATTACHED ENDORSED PLANS PS648185V.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT.

1. The applicant must submit to the Responsible Authority an updated plan for endorsement of subdivision (PS648185V) drawn to scale generally in accordance with the Version 7 plan received 6 June 2014, but amended to show:
 - 1.1. The plan must show the full address of the property being subdivided as shown above.
 - 1.2. The car park and storage lot dimensions must be in accordance with those approved in the related Ministers development approval 2010/05874.
 - 1.3. The plan must show dimensions for the car parking lots/car park component of lots to the satisfaction of the Responsible Authority (Team Leader - Land Survey). Such dimensions shall include the heights of such lots to exclude existing and proposed overhanging services. Amendments are to be made to the proposed car parking layout of the associated development approval, if deemed necessary following assessment of the proposed dimensions.
 - 1.4. All stores and car parks physically accessible, with enough room to access and no doors opening into neighbouring lots.
 - 1.5. The Owners Corporation numbering must match the lot numbering on the plan.
 - 1.6. The certified Plan of Subdivision is required to be amended from 'Proposed' Plan of Subdivision to Plan of Subdivision. (Contact City West Water - Mina Moussa on Telephone 03 9313 8539 Ref: LND/14/00385).

These amended plans must be to the satisfaction of the Responsible Authority and when approved shall be the endorsed plans of this permit.

Date Issued: 25 June 2014	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.

2. 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.
3. 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).
4. The certified plan must show appropriate owner's corporation membership for the lots in consideration of proposed and required uses and relevant plant accessibility.
5. Advice is to be given prior to certification of the plan stating that building structure that defines lot and common property boundaries has actually been erected on site. This advice is to be given by the licensed surveyor who has prepared the plan and may be provided by way of a Form 13 under the *Subdivision (Procedures) Regulations 2011*.
6. The certified plan must show the car park lots and storage lots to be part lots together with other appropriate "prime" lots in the plan; or a legally binding agreement under Section 173 of the *Planning and Environment Act 1987* shall be entered into between the land owner and the Responsible Authority and Lodged at the Land Victoria prior to the issue of the statement of compliance for the plan, to ensure that the relevant car park lots and storage lots can only be owned and used for the approved purposes, together with a "prime" lot or lots on the plan. The agreement may need to also contain an additional clause to the effect that some car park lots may be more suited to small car use. The agreement must also contain such other conditions as may be advised by Council's Chief Legal Counsel. The owner of the land being subdivided must pay all of Council's reasonable legal costs and expenses for this agreement, including Land Victoria registration fees.
7. The certified plan must show all substantial common plant including common switchboards, panels etc., to be situated within appropriate common property. Such plant must be physically accessed via common property or an easement of way, or the plant must be relocated to alternative common property and be also properly accessed. All relocation works are to be performed in accordance with all necessary approvals to be first obtained. Those works are to be completed before the plan is certified or carried out to an extent to the satisfaction of the Responsible Authority (Team Leader Land Survey).
8. Before a plan can be certified, advice from an appropriate building engineer/surveyor in regard to the interdependency of plant and services, for the lots and the common property set out in the plan must be provided to the Responsible Authority. Such advice is to include the location of significant plant including switchboards control panels etc. Necessary plan amendments are to be made to the certified plan.
9. Before a plan can be certified, advice is to be received from a Building Surveyor. For a subdivision of an existing building/s or of a building/s undergoing alteration, that advice is to detail the building/s compliance with Regulation 503 of the *Building Regulations 2006*. For a subdivision of a new or proposed building, that advice is to detail that the subdivision has been assessed against the building plans and that the Regulation will be met when the works are completed in accordance with those plans. The advice must be to the satisfaction of the Responsible Authority (Team Leader Land Survey) and may lead to changes to the endorsed plan and certified plan.
10. Prior to certification the owner of the land in the plan must agree in writing to the allocation of unit and street numbers for the lots in the plan.
11. 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.

Date Issued: 25 June 2014

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.

12. 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.
13. 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.
14. The owner of the subject land shall construct a stormwater drainage system incorporating integrated water management design principles within the subdivision. The system shall be connected to the City of Melbourne's stormwater drainage system in accordance with plans and specifications first approved by the Responsible Authority – Engineering Services. All necessary approvals and permits are to be first obtained from Council and the works performed to the satisfaction of the Responsible Authority; Council's Manager - Engineering Services. (Contact Palitha Amarasena on Telephone 9658 8755 Ref: SR: 2590806).
15. Prior to the commencement of the use/occupation of the development, all necessary vehicle crossings must be constructed and all unnecessary vehicle crossings must be demolished and the footpath, kerb and channel reconstructed, in accordance with plans and specifications first approved by the Responsible Authority – Engineering Services. All necessary approvals and permits are to be first obtained from Council and the works performed to the satisfaction of the Responsible Authority; Council's Manager Engineering Services. (Contact Palitha Amarasena on Telephone 9658 8755 Ref: SR: 2590806).
16. The road adjoining the site along Guests Lane must be reconstructed together with associated works including the reconstruction or relocation of services as necessary at the cost of the developer, in accordance with plans and specifications first approved by the Responsible Authority – Engineering Services. All necessary approvals and permits are to be first obtained from Council and the works performed to the satisfaction of the Responsible Authority; Council's Manager Engineering Services. (Contact Palitha Amarasena on Telephone 9658 8755 Ref: SR: 2590806).
17. The footpaths adjoining the site along Guests Lane, William Street and Little Bourke Street must be upgraded and reconstructed in sawn bluestone together with associated works including the reconstruction or relocation of kerb and channel and/or services as necessary at the cost of the developer, in accordance with plans and specifications first approved by the Responsible Authority – Engineering Services. All necessary approvals and permits are to be first obtained from the City of Melbourne – Manager Engineering Services Branch and the works performed to the satisfaction of the City of Melbourne – Manager Engineering Services Branch. (Contact Palitha Amarasena on Telephone 9658 8755 Ref: SR: 2590806).
18. Existing street levels in Guests Lane, William Street and little Bourke Street must not be altered for the purpose of constructing new vehicle crossings or pedestrian entrances without first obtaining approval from the Responsible Authority – Engineering Services. All necessary approvals and permits are to be first obtained from Council and the works performed to the satisfaction of the Responsible Authority; Council's Manager - Engineering Services. (Contact Palitha Amarasena on Telephone 9658 8755 Ref: SR: 2590806).
19. Existing public street lighting must not be altered without first obtaining the written approval of the Responsible Authority – Engineering Services. All necessary approvals and permits are to be first obtained from Council and the works performed to the satisfaction of the Responsible Authority; Council's Manager - Engineering Services. (Contact Palitha Amarasena on Telephone 9658 8755 Ref: SR: 2590806).

Date Issued: 25 June 2014

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.

20. All street furniture such as street litter bins recycling bins, seats and bicycle rails must be supplied and installed on Guests Lane, William Street and Little Bourke Street footpaths outside the proposed building to plans and specifications first approved by the Responsible Authority – Engineering Services. All necessary approvals and permits are to be first obtained from Council and the works performed to the satisfaction of the Responsible Authority; Council's Manager - Engineering Services. (Contact Palitha Amarasena on Telephone 9658 8755 Ref: SR: 2590806).
21. The owner of the subject land must enter into an agreement with City West Water Limited for the provision of water supply. (Contact Mina Moussa on Telephone 03 9313 8539 Ref: LND/14/00385).
22. The owner of the subject land must enter into an agreement with City West Water Limited for the provision of sewerage. (Contact Mina Moussa on Telephone 03 9313 8539 Ref: LND/14/00385).
23. The Owner of the land must enter into an agreement with:
 - 23.1. A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
 - 23.2. A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.
(See Telecommunication Notes Below)
24. Before the issue of a Statement of Compliance for any stage of the subdivision under the *Subdivision Act 1988*, the owner of the land must provide written confirmation from:
 - 24.1. A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
 - 24.2. A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.
(See Telecommunication Notes Below)
25. Pursuant to Section 18 of the *Subdivision Act 1988*, the owner of the land is required to pay the Responsible Authority a sum of 5% of the site as value as assessed/valued by Council, as an open space contribution. The levy shall be paid prior to the issue of a statement of Compliance for the plan.
26. No polluted and/or sediment laden runoff from construction activities shall be permitted to either directly or indirectly enter Melbourne Water's drainage system.
27. The owner of the property being subdivided, must give copies of Council's formal advice in regard to street number allocation for the prime lots in the plan, to all initial purchasers of those lots prior to formal transfer of ownership of those lots. This formal advice will be allocated following certification of the plan, pursuant to the requirements of Regulation 11 of the *Subdivision (Procedures) Regulations 2011* and Council's Activities Local Law 1999. A copy of this advice is to form part of the documentation to any Contract of Sale or Lease for any part of the site after the formal advice has been given.
28. The building and lots on site are to display the correct street and unit numbers as allocated pursuant to Regulation 11 of the *Subdivision (Procedures) Regulations 2011* to the satisfaction of the Responsible Authority (Team Leader - Land Survey).

Date Issued: 25 June 2014

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.

29. 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.
30. In accordance with section 68 of the *Planning and Environment Act 1987*, this permit will expire if one of the following circumstances applies:
- 30.1. The plan of subdivision is not certified under the *Subdivision Act 1988* within two years of the date of issue of this permit. The Responsible Authority may extend this time if a request is made in writing before the permit expires, or within six months afterwards; or
 - 30.2. The registration of the subdivision is not completed within five years of the date of certification. The time for registration of the subdivision cannot be extended.

NOTES: The following is supplied for information only and does not form part of the permit conditions:

Conditions 1 to 10 (both inclusive) are to be complied with before a plan of subdivision can be certified under the *Subdivision Act 1988*.

Conditions 14 to 25 (both inclusive) are to be complied with and the necessary prescribed information given to the Responsible Authority, before a statement of compliance can be issued for a plan of subdivision under the *Subdivision Act 1988*.

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*".

TELECOMMUNICATION NOTES

The party responsible for confirming compliance with the above telecommunications and fibre ready conditions must include the following advice (as relevant) in their documentation

"I am a telecommunications network or service provider (in the meaning of current Advisory Note 49 issued by the Minister for Planning regarding Amendment VC81 – Telecommunication services and facilities in subdivision) and this confirmation applies to all conditions related to telecommunication services in the planning permit allowing the subdivision".

"I am a suitably qualified person for the provision of fibre ready telecommunication facilities (in the meaning of current Advisory Note 49 issued by the Minister for Planning regarding Amendment VC81 – Telecommunication services and facilities in subdivisions) and this confirmation applies to all conditions related to fibre ready telecommunication facilities in the planning permit allowing the subdivision".

Date Issued: 25 June 2014	Signature of the Responsible Authority 
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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 PERMIT

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
 - the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if—
 - * 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 the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - * the development or any stage 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 after 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 APPLICATIONS FOR REVIEW?

- * 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.

Planning permit no 2010/005874



Minister for Planning

Our Ref: BMIN012293
File: 10/005874-02

Hengyi Australia Pty Ltd
c/o Mr Bruce Henderson
Bruce Henderson Architects
162 Toorak Road
SOUTH YARRA VIC 3141

RECEIVED BY BRUCE HENDERSON ARCHITECTS PTY. LTD.		1 Spring Street Melbourne Victoria 3000 GPO Box 2392 Melbourne Victoria 3001 Telephone: (03) 9938 5990 Facsimile: (03) 9938 5949 DX 210292
21 NOV 2011		
JOB		
SEEN	CA	ACTION BH

Dear Mr Henderson

MELBOURNE PLANNING SCHEME PERMIT APPLICATION NO. 2010/05874, 189-203 WILLIAM STREET & 518-532 LITTLE BOURKE STREET, MELBOURNE REFURBISHMENT OF EXISTING BUILDINGS

I refer to the above application which was lodged with the Department of Planning and Community Development (DPCD) on 14 July 2010 and subsequently modified on 12 June 2011.

As the responsible authority for the subject application for the development of 189-203 William St and 518-532 Little Bourke St, I have determined to grant planning permit 2010/05874 subject to conditions.

Please find enclosed a copy of the planning permit.

Should you have any further queries regarding this matter please do not hesitate to contact David Hodge, Executive Director, State Planning Services and Urban Development on telephone 03 9094 8488.

Yours sincerely

MATTHEW GUY MLC
Minister for Planning

17-11-11

Enc

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PLANNING PERMIT

Permit No.: 2010/005874

Planning Scheme: Melbourne

Responsible Authority: Minister for Planning

ADDRESS OF THE LAND:

189-203 William Street, 518-532 Little Bourke Street
and part of Guests Lane, Melbourne

THE PERMIT ALLOWS:

The partial demolition and the construction of buildings and works, including additions to the existing buildings to be used for the purposes of offices, accommodation, medical centre and retail uses.

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 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 on 12 June 2011 but modified to show the following:
 - a) Deletion of the walls/platform on the sides of the ramp of the Little Bourke Street building which provides access to the car parking area, particularly along the north eastern side of the ramp to ensure adequate driver sight line of pedestrian traffic and vice versa, complying with the requirements of Australian and New Zealand Standard 2890.1;
 - b) The roller doors on the ramps and loading bay along Guests Lane where newly constructed having a minimum overhead clearance of 2.2 metres or where an existing ramp or loading bay is the overhead clearance must be maximised where possible in accordance with the requirements of Australian and New Zealand Standard 2890.1;
 - c) Canopies of the ground floor retail annotated to show minimum clearance of 2.7 metres above ground level, and an offset at least 750mm from the kerb.

Layout Not Altered

2. The development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

Wind Assessment

3. Prior to the commencement of the development, excluding demolition, bulk excavation, site preparation, soil removal, site remediation, retention works, footings, ground beams and ground slab, comprehensive wind tunnel testing and environmental Wind Climate Assessment report of the development by a suitably qualified engineering consultant must be undertaken without reliance on street trees by the owner of the land and be submitted to and be to the satisfaction of the Responsible Authority. Any modifications required to the development in order to ensure acceptable wind conditions to the

surrounding streets and public areas must be carefully developed as an integrated high quality solution with the architectural and landscape design to the satisfaction of the Responsible Authority.

Demolition

4. Demolition must not commence unless the Responsible Authority is satisfied that the permit holder has made substantial progress towards obtaining the necessary building permits for the development of the land generally in accordance with the development proposed under this permit and the permit holder has entered into a bona fide contract for the construction of the development, or otherwise as agreed with the Responsible Authority.

Construction Management Plan

5. Prior to the commencement of the development, including demolition, a detailed Demolition and Construction Management Plan (CMP) must be submitted to and approved by the City of Melbourne and be to the satisfaction of the Responsible Authority. The construction management plan may be prepared in stages and 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.

The recommendations of the report must be implemented at no cost to the City of Melbourne. All development must be carried out in accordance with the approved Construction Management Plan.

Façade Details

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 '*Bruce Henderson Architects Pty. Ltd.*' dated 3 August 2010 and detail a schedule of material, finishes and details, including but not limited to the colour, type of materials (and quality), construction and appearance. The strategy must illustrate the legibility of the proposal from short and distant views, including the extent of facade pattern, level of colours and the ability to provide richness, saturation and depth as contained within the artist's studies. 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.

Environmental Site Conditions

7. Prior to the commencement of the development hereby approved, excluding demolition, the applicant must undertake an environmental assessment of the site to determine if it is suitable for residential use. This assessment must be carried out by a suitably qualified environmental professional who is acceptable to the Responsible Authority. The recommendations of this assessment, if any, must be implemented prior to the occupation of the building to the satisfaction of the Responsible Authority.

Should this assessment reveal that an Environmental Audit of the site is necessary then prior to the occupation of the building the applicant must provide either:

- a) A Certificate of Environmental Audit in accordance with Section 53Y of the *Environment Protection Act 1970*; or
- b) A Statement of Environmental Audit under Section 53Z of the *Environment Protection Act 1970*. This Statement must state that the site is suitable for the intended uses.

Where a Statement of Environmental Audit is provided, all the conditions of the Statement must be complied with to the satisfaction of the Responsible Authority prior to the occupation of the building. Written confirmation of compliance must be provided by a suitably qualified environmental professional or other suitable person acceptable to the Responsible Authority. In addition, sign off must be in accordance with any requirements in the Statement conditions regarding verification of required works.

If there are any conditions of a Statement of Environmental Audit that the Responsible Authority consider require a significant ongoing maintenance and/or monitoring, the applicant must enter into a Section 173 Agreement under the *Planning and Environment Act 1987*. This Agreement must be executed on title prior to the occupation of the building. The applicant must meet all costs associated with the drafting and execution of the Agreement including those incurred by the Responsible Authority.

Legal Agreement

8. Prior to the commencement of the development, other than demolition, the owner of the lands to be developed must enter into a legally binding agreement under Section 173 of the *Planning and Environment Act 1987*, with Council being fully indemnified and released within the agreement against related claims. The agreement shall be to the satisfaction of; Team Leader Land Survey, Manager Engineering Services and Manager Legal Services. The Owner must pay all of Council's reasonable legal costs and expenses of this agreement including Land Titles Registration fees. The agreement must satisfy Council's requirements, associated with and addressing;
 - a) The dedication of Guests Lane (Road R1 on Plan of Subdivision 046937) and its western widening as shown on the proposed plans (part of land in certificate of Title Vol. 11107 Fol. 866) as a public highway via a subdivision process. The upper level of the road to be declared is to generally have a height of 5 metres above the existing road level, but in part must exclude any overhead structure above this height. The declaration is to be unlimited in depth;
 - b) The consolidation of lands in the site (being lands in Certificates of Title Vol. 1107 Fols. 866,867 and 868 less the road to be dedicated) under the one title.
 - c) Liability and safe and sightly maintenance of those parts of the development above the road to be dedicated; and
 - d) Any private services and assets, (both if any) within the road to be dedicated.

Materials and Finishes

9. Prior to the commencement of the development, excluding demolition, bulk excavation, site preparation, soil removal, site remediation, retention works, footings, ground beams and ground slab, a 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 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.
10. 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.

Director of Public Transport

11. The permit holder must take all reasonable steps to ensure that disruption to tram operation along William Street is kept to a minimum during the construction of the development. Foreseen disruptions to tram operations during the construction must be communicated to Yarra Trams and the Director of Public Transport fourteen days prior with details of proposed mitigation measures.

Environmentally Sustainable Design (ESD)

12. The Environmental Sustainable Development (ESD) initiatives noted in the Sustainable Design Report Statement submitted with the application (prepared by Ark Resources dated 28 June 2011) must be implemented prior to the occupation of the development and at no cost to the Responsible Authority.

Noise Attenuation

13. 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.

Building appurtenances

14. All roof top building plant and equipment 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.
15. 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.

Landscaping- Street Trees

16. Any trees in William Street which are shown on the endorsed plans to be removed, relocated or replaced must not be removed, lopped or pruned without the prior consent of the City of Melbourne (Manager Parks and Urban Design). All costs in connection with the removal/ relocation or replacement of the trees, including any payment for the amenity value of the tree(s) to be removed, must be met by the developer/owner of the site.

Car Parking, Traffic and Access, Loading Bays & Bicycle Facilities

17. The internal design of the car park and loading docks, the positioning of boom gates, card readers, control equipment, roller doors to the ramp and loading bay to Guests Lane, 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.
18. 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.

19. The areas set aside for the parking of vehicles within the site must not be operated as a public car parking facility.
20. 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.
21. 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.
22. Bicycle parking must be provided, located and appropriately signed generally in accordance with Clause 52.34 of the Melbourne Planning Scheme to the satisfaction of the Responsible Authority.

Waste Management

23. The waste storage and collection arrangements must be in accordance with the Waste Management Plan (WMP) prepared by Leigh Design dated 8 June 2011. The submitted WMP must not be modified or altered without prior consent of the City of Melbourne – Engineering Services.
24. All garbage and other waste material must be stored in an area set aside for such purposer to the satisfaction of the Responsible Authority.
25. 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.
26. The area shown on the endorsed plans as garbage storage must contain a floor waste tap and the area must only be used for garbage storage.

Street Levels and Crossovers

27. The Owner of the subject land should construct all necessary vehicle crossings and demolish all unnecessary vehicle crossings adjacent the subject land in accordance with plans and specifications first approved by the City of Melbourne (Engineering Services).
28. The Owner of the subject land will not be permitted to alter the existing footpath/road levels in Guests Lane, William Street and Little Bourke Street for the purpose of constructing new vehicle or pedestrian entrances without first obtaining the written approval of the City of Melbourne (Engineering Services).
29. Footpaths in Guests Lane, William Street and Little Bourke Street 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 puts and covers as necessary at the cost of the Owner/Developer in accordance with the plans and specifications first approved by City of Melbourne (Engineering Services).

Drainage

30. Prior to the occupation of the development, a stormwater drainage system, incorporating water sensitive urban design, within the development and make provision to connect this system to Council's stormwater drainage system in accordance with plans and specifications first approved by the City of Melbourne (Engineering Services).

Lighting

31. 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).

No Advertising Displayed on Building

32. 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:

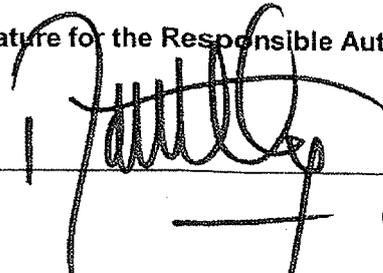
- The development is not started within two (2) years of the date of this permit.
- The development is not completed within four (4) years of the date of this permit.

In accordance with section 69 of the *Planning and Environment Act 1987*, the responsible authority may extend the periods referred to if a request is made in writing before the permit expires, or within three months afterwards.

Date Issued:

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:



17.11.11

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?

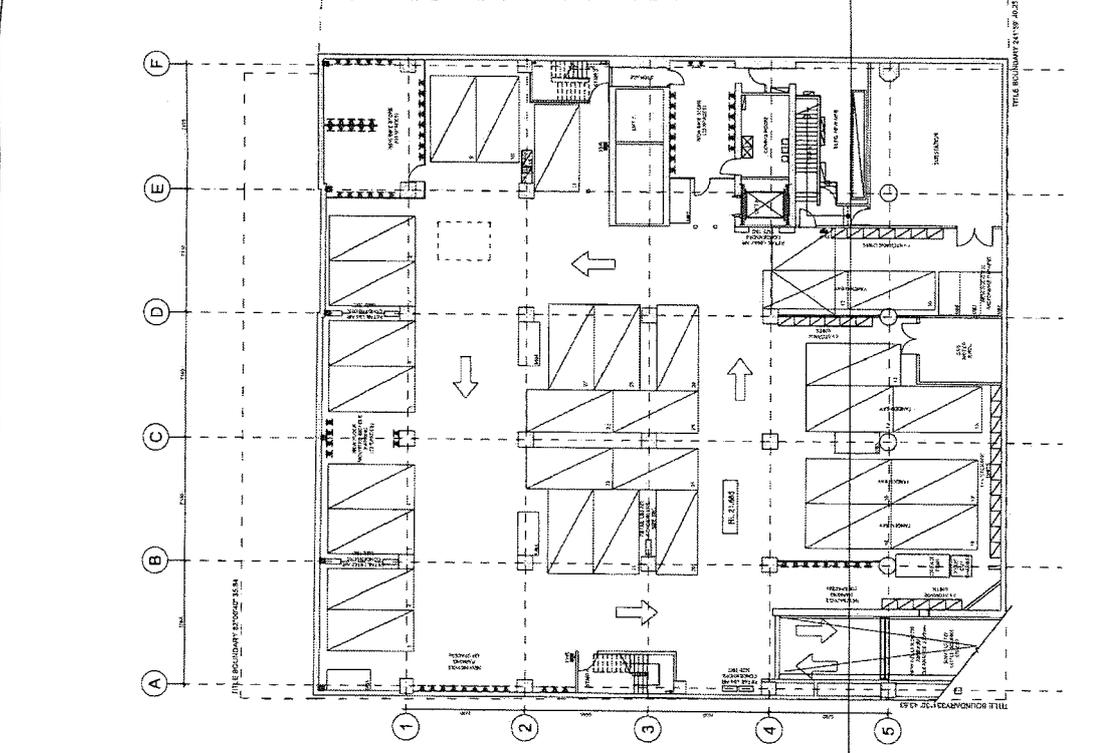
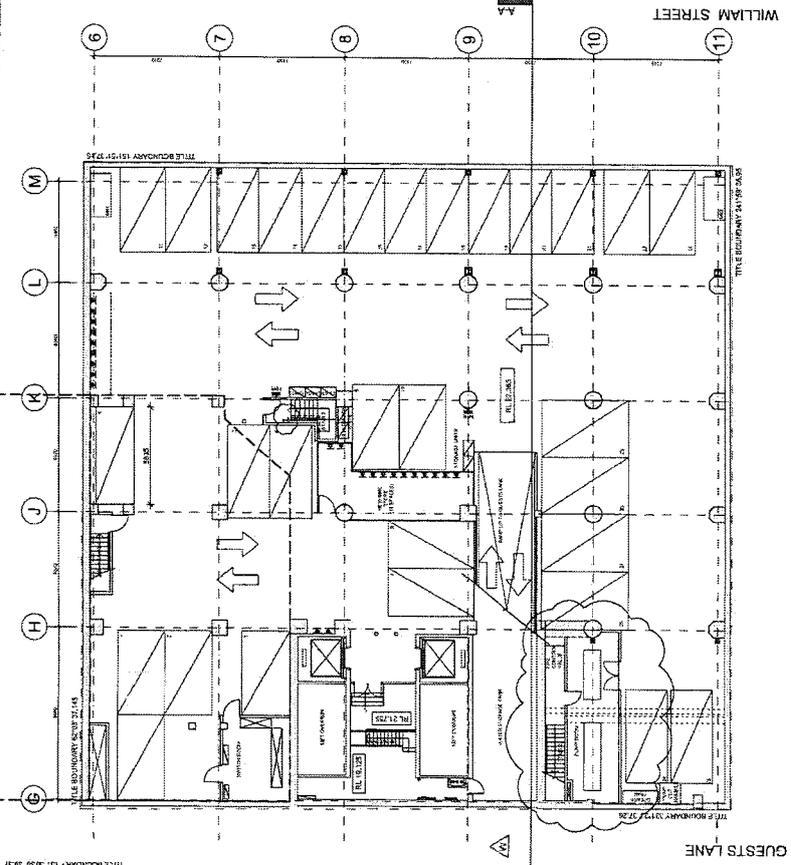
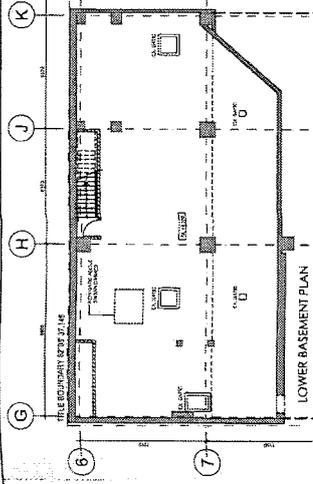
- * The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- * An application for review must be lodged within 60 days after the permit 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.

**PLANNING AND ENVIRONMENT ACT
MELBOURNE PLANNING SCHEME**

PERMIT No. **2010/005874**

MODIFIED ENDORSED PLAN

Sheet **17** of **17**
Signed **[Signature]** for
MINISTER FOR PLANNING
Date **20/12/2012**



LITTLE Bourke STREET

WILLIAM STREET

REV	DATE	DESCRIPTION
K	24.05.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
L	31.05.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
M	06.06.11	ISSUED FOR TOWN PLANNING
N	16.06.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
O	27.06.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
P	28.06.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
Q	01.07.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
R	27.07.11	REVISED DRAWINGS - ISSUED FOR TOWN PLANNING
S	02.08.11	REVISED DRAWINGS - ISSUED FOR ENDORSEMENT
T	06.07.11	REVISED DRAWINGS - ISSUED FOR ENDORSEMENT
U	16.05.12	ISSUED FOR SECONDARY CONSENT
V	05.07.12	ISSUED FOR SECONDARY CONSENT
W	18.12.12	ISSUED FOR SECONDARY CONSENT

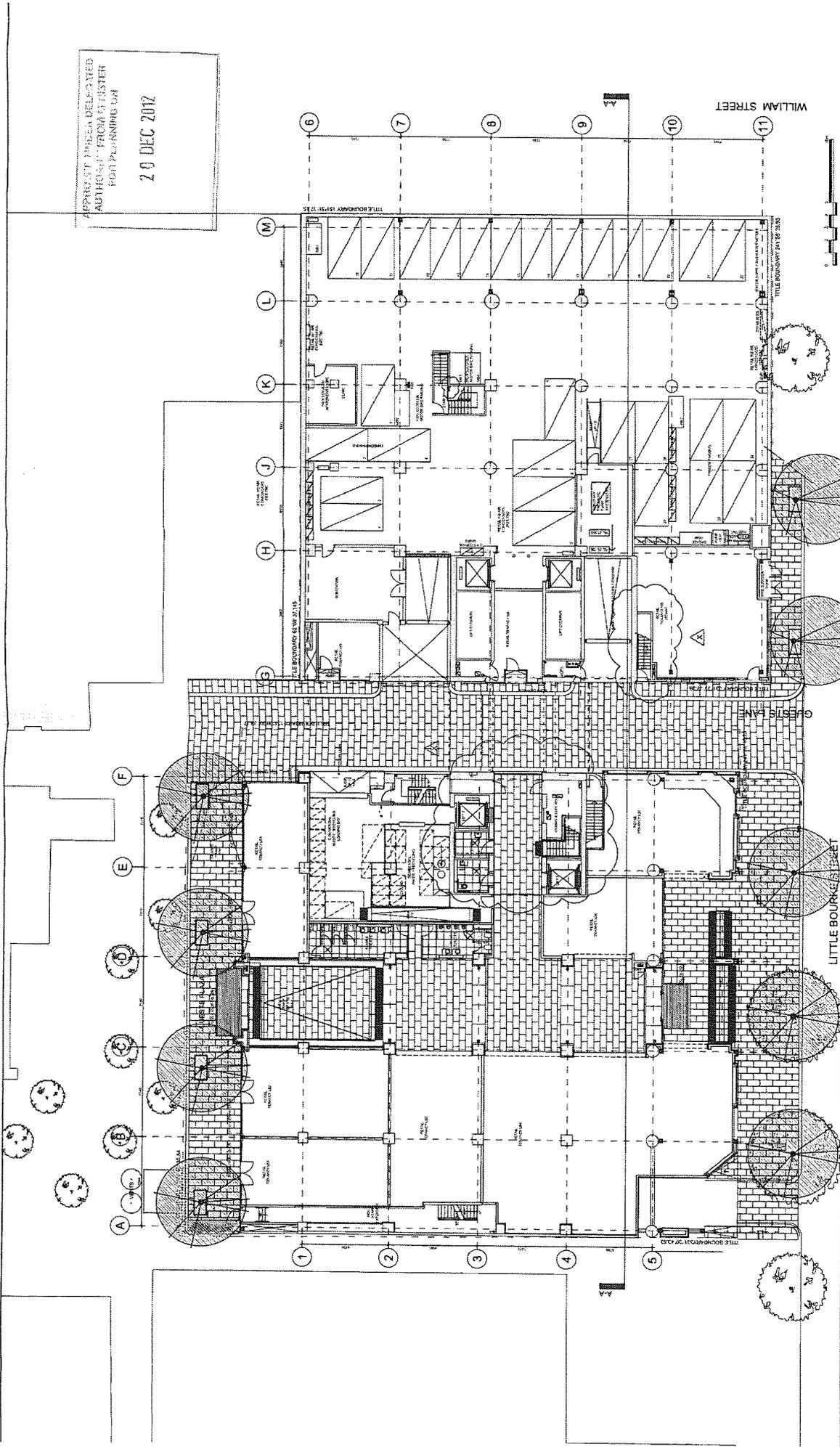
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bruce henderson architects Pty Ltd
Level 4/111 South Street, Victoria 3141, Australia
Tel: 03 9419 6813 Fax: 03 9419 6821
email: projects@bh-architects.com

**PROPOSED REFURBISHMENT
BASEMENT PLAN**
drawing title
scale 1:200@A2
date 18 DEC 2012
job no. 31145
drawing number TP2-01
rev W
TOWN PLANNING

**PROPOSED REFURBISHMENT & EXTENSION
199 WILLIAM STREET
MELBOURNE**

APPROVED DESIGN DELEGATED
AUTHORITY FROM C. FOSTER
FOR PLANNING ONLY
20 DEC 2012



**PROPOSED REFURBISHMENT
LOWER GROUND PLAN**

scale 1:200@A2
drawn GU
date 18 DEC 2012
job no. 31145

TOWN PLANNING
drawing number TP2-02
rev X

brucehenderson architects

bruce henderson architects Pty Ltd
102 Tonks Road, South Yarra, Victoria 3141 Australia
Telephone +61 3 9850 4000 Facsimile +61 3 9856 4261
email projects@bh-architects.com

**PROPOSED REFURBISHMENT & EXTENSION
199 WILLIAM STREET
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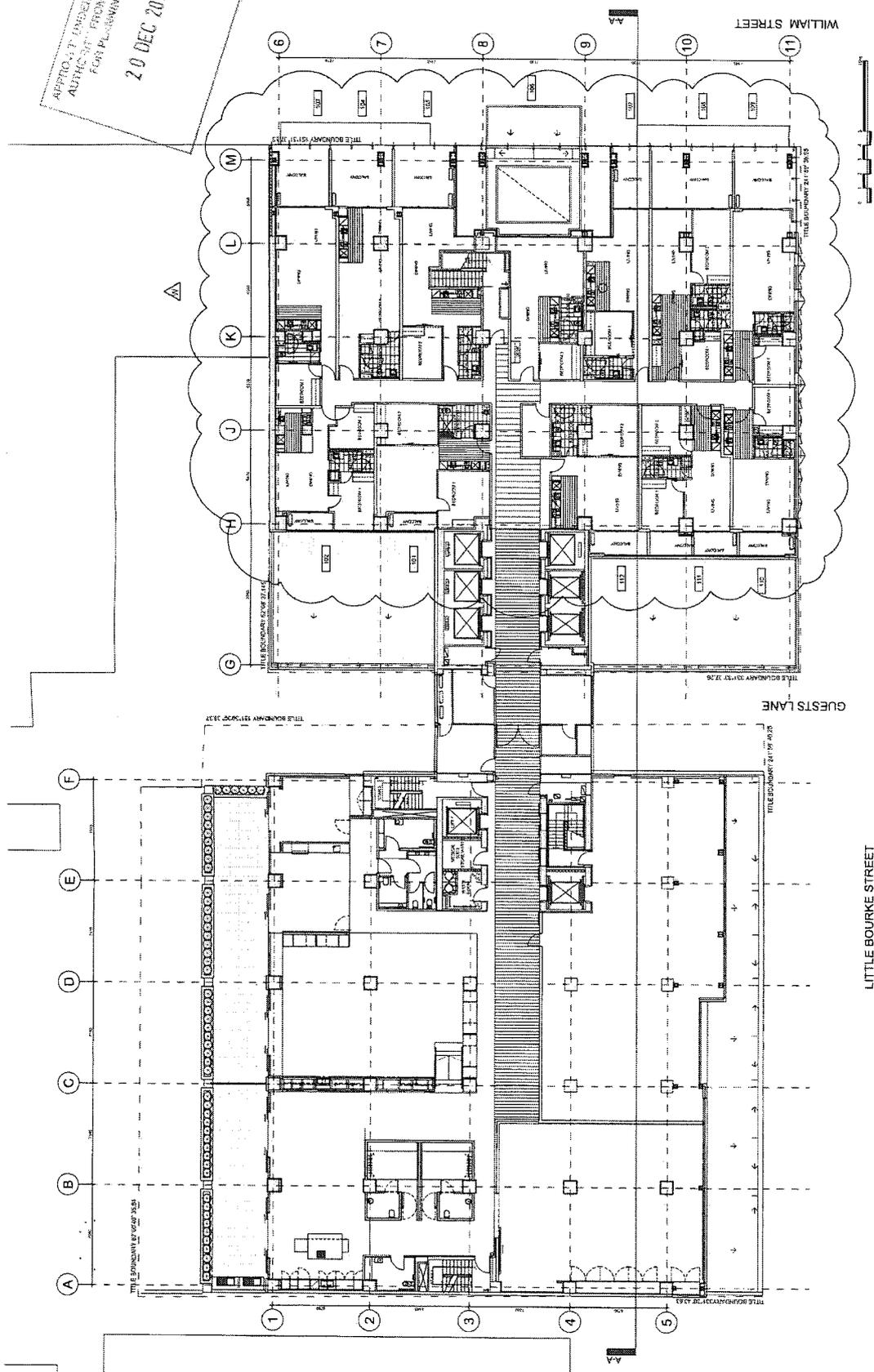
REV	DATE	DESCRIPTION
Q	01.07.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
R	27.07.11	REVISED DRAWINGS - ISSUED FOR TOWN PLANNING
S	02.08.11	REVISED DRAWINGS - ISSUED FOR TOWN PLANNING
T	28.08.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
U	16.03.12	ISSUED FOR ENDORSEMENT
V	17.09.12	ISSUED FOR SECONDARY CONSENT
W	19.11.12	ISSUED FOR REVIEW
X	18.12.12	ISSUED FOR SECONDARY CONSENT

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20 DEC 2012



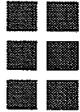
LITTLE BOURKE STREET

WILLIAM STREET

GUESTS LANE

**PROPOSED REFURBISHMENT
LEVEL 01 PLAN**

bucautenderson architects



bucautenderson architects Pty Ltd
 182 Tonks Road, South Yarra, Victoria 3141, Australia
 Telephone +61 3 9860 4000 Facsimile +61 3 9866 4874
 email projects@bh-architects.com

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MELBOURNE**

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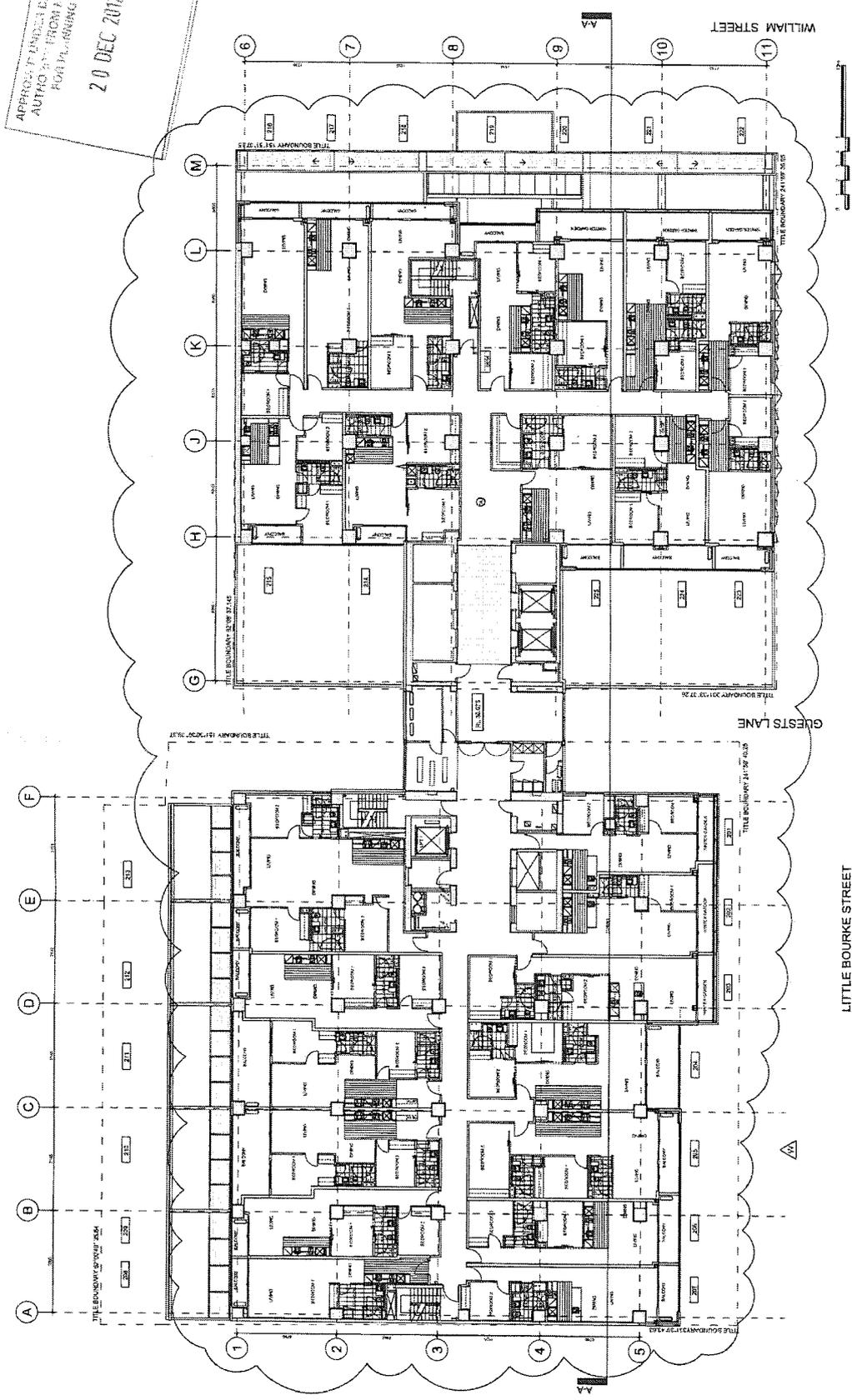
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drawn	GU	job no.	31145
drawing number	TP2-04	sheet	W
TOWN PLANNING			

APPROVAL UNDER DELEGATED
AUTHORITY FROM REGISTER
FOR PLANNING OH
20 DEC 2012



LITTLE BOURKE STREET

service file
**PROPOSED REFURBISHMENT
LEVEL 02 PLAN**

scale 1:200@A2
drawn GJ
drawing number TP2-05
town planning

date 18 DEC 2012
job no. 31145

duchenhenderson architects

duchenhenderson architects Pty Ltd
architects 411 417 870
182 Eureka Road, South Yarra, Victoria 3141, Australia
Telephone +61 3 9550 4000 Facsimile +61 3 9558 4821
email projects@bh-architects.com

**PROPOSED REFURBISHMENT & EXTENSION
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MELBOURNE**

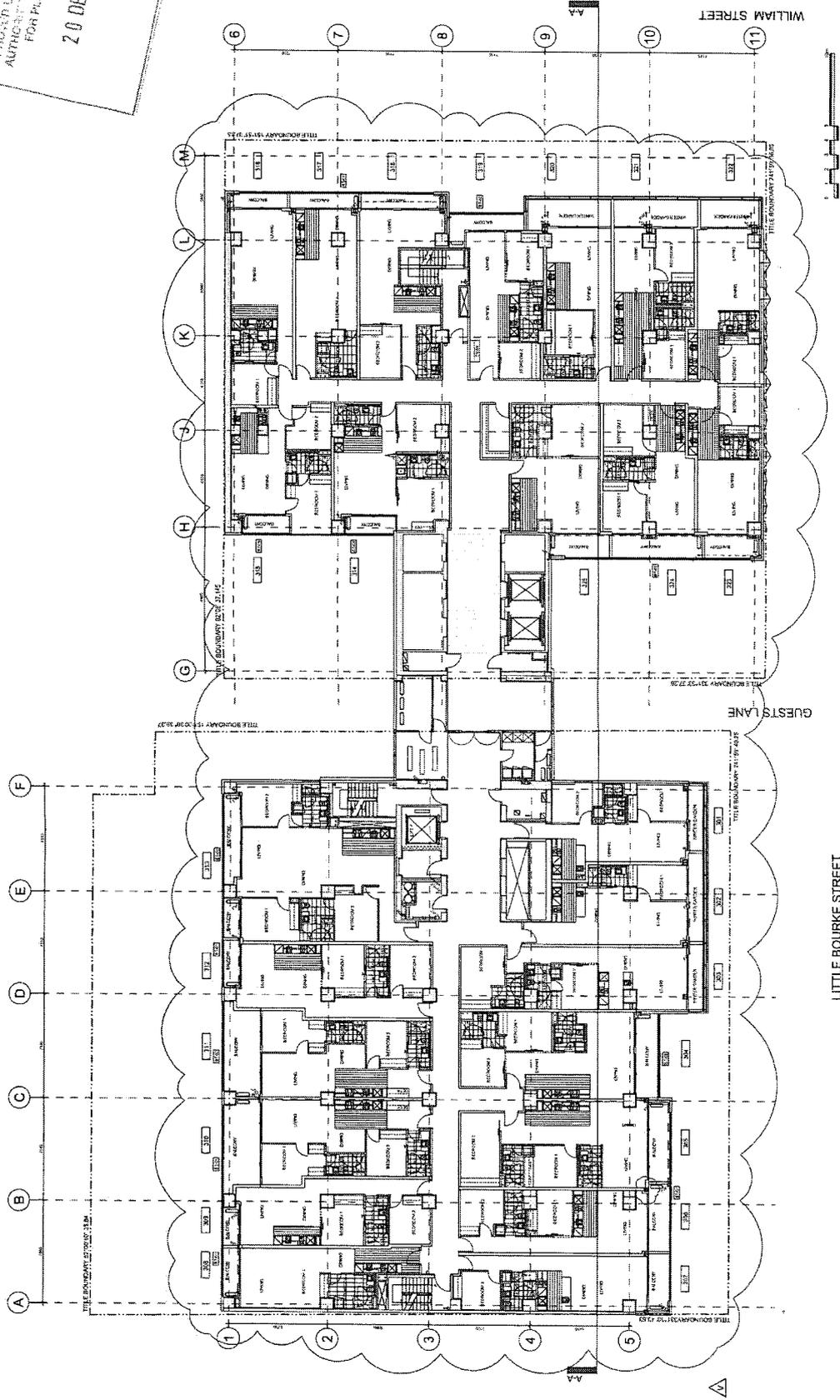
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NOTES:
 1. Check site conditions and all dimensions on site before commencing any work or preparing shop drawings which must be approved by the Council.
 2. Any change to the information shown on this drawing must be claimed and approved before proceeding.

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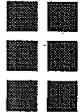
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APPROVED UNDER DELEGATED
AUTHORITY FROM COUNCIL
FOR PLANNING ON
20 DEC 2012



drawing title
**PROPOSED REFURBISHMENT
LEVELS 03-04 PLAN
(BASED ON LEVEL 03)**

scale 1:200@A2
drawn GJ
drawing number TP2-06
date 18 DEC 2012
job no. 31145
drawing number TP2-06
status TOWN PLANNING

brucehenderson architects

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**PROPOSED REFURBISHMENT & EXTENSION
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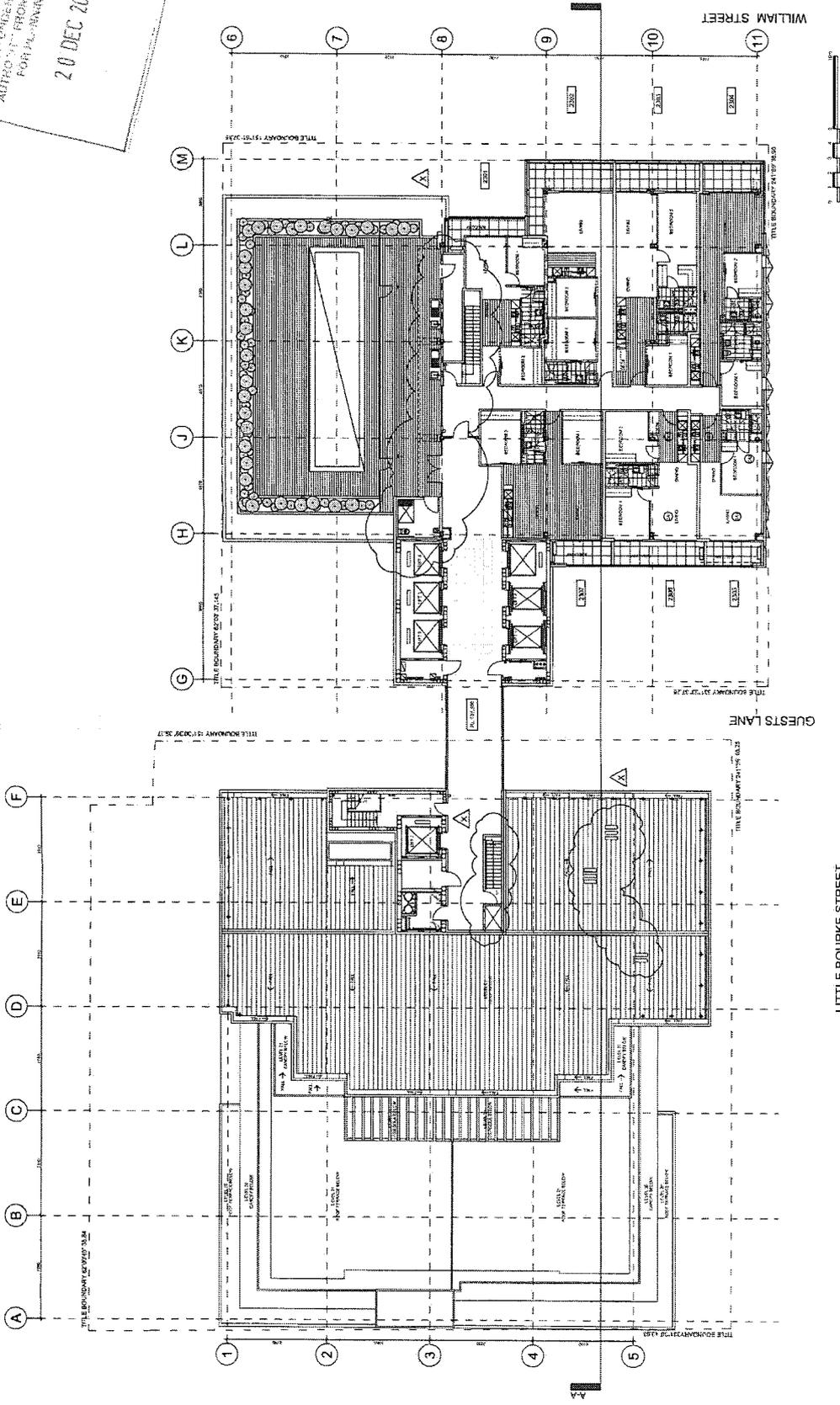
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Q	01.07.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
R	27.07.11	REVISED DRAWINGS - ISSUED FOR TOWN PLANNING
S	02.08.11	REVISED DRAWINGS - ISSUED FOR TOWN PLANNING
T	08.08.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
U	16.03.12	ISSUED FOR ENDORSEMENT
V	18.12.12	ISSUED FOR SECONDARY CONSENT

NOTES:
Do not scale.
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APPROXIMATE DATES DELIVERED FROM 21 FEB 2012 TO 21 MAR 2012
 20 DEC 2012



**PROPOSED REFURBISHMENT
 LEVEL 23 PLAN**

Drawing title

Scale: 1:200 @ A2

Drawn: GJ

Checked: [Signature]

Date: 18 DEC 2012

Job no: 31145

Project name: TP2-19

TOWN PLANNING

Author: [Signature]

brucehenderson architects

bruce henderson architects pty ltd
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 182 Tonks Road South Yarra Victoria 3141 Australia
 Tel: +61 3 9596 4651
 Email: projects@bh-architects.com

**PROPOSED REFURBISHMENT & EXTENSION
 199 WILLIAM STREET
 MELBOURNE**

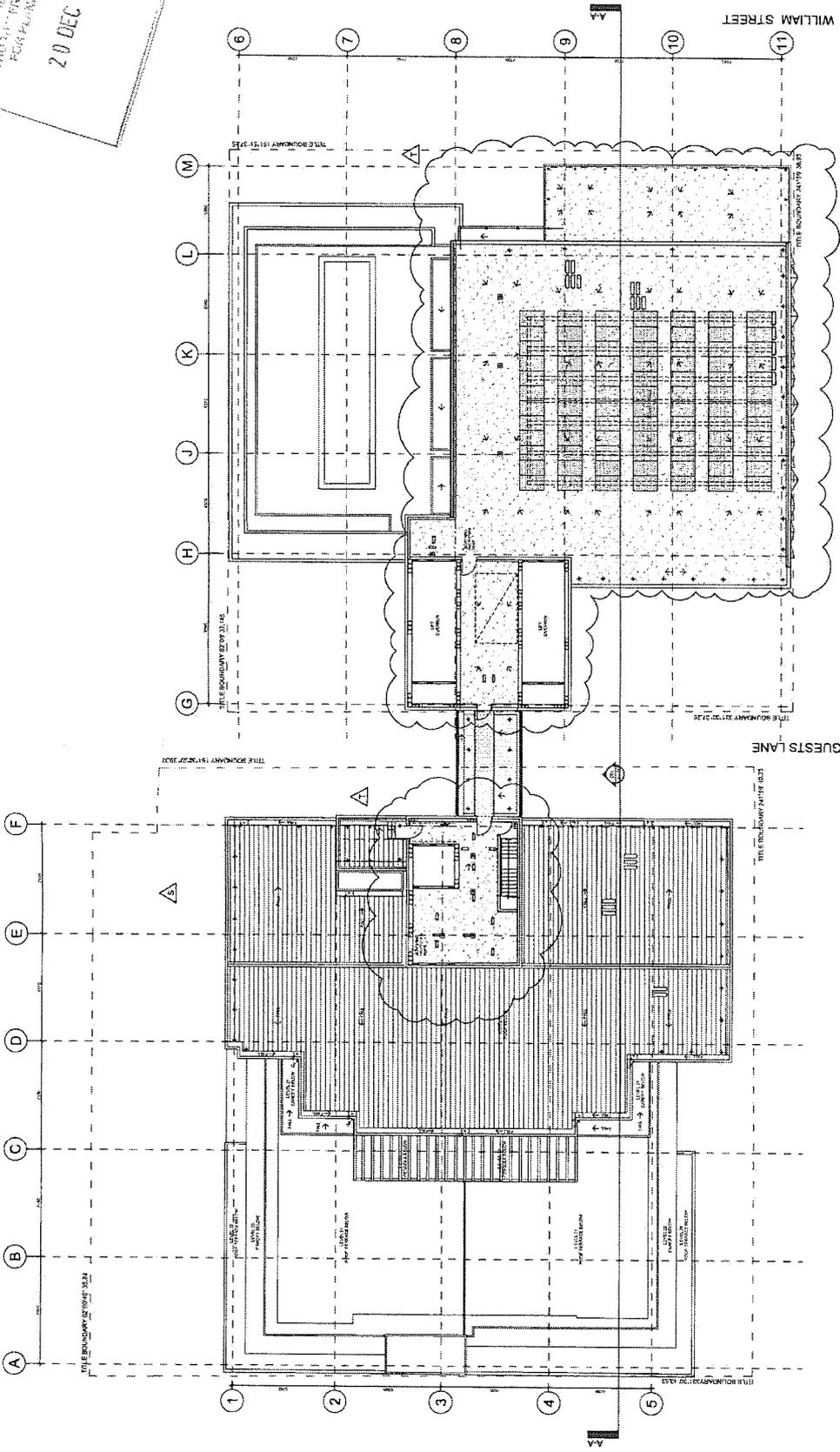
REV	DATE	DESCRIPTION
G	01.07.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
R	27.07.11	REVISED DRAWINGS - ISSUED FOR TOWNPLANNING
S	02.08.11	REVISED DRAWINGS - ISSUED FOR TOWNPLANNING
T	03.08.11	REVISED DRAWINGS - ISSUED FOR TOWNPLANNING
U	13.08.11	REVISED DRAWINGS - ISSUED FOR TOWNPLANNING
V	16.03.12	ISSUED FOR ENDORSEMENT FOR LOYALTY PLANNING
W	17.02.12	ISSUED FOR SECONDARY CONSENT
X	18.12.12	ISSUED FOR SECONDARY CONSENT

NOTES:
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 3. All work shall be done in accordance with the Australian Standards and approved building practice.

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APPROVAL UNDER DELISTED
AUTHORITY FROM TOWN PLANNING
20 DEC 2012



LITTLE BOURKE STREET

**PROPOSED
REFURBISHMENT
ROOF PLAN PLAN**

Drawing title
Scale 1:200@A2
Drawn GJ
Checked
Date 18 DEC 2012
Job no. 31145
Drawing number TP2-20

brucehenderson architects

Bruce Henderson architects Pty Ltd
100 Tonkin Road South Yarra Victoria 3141 Australia
Tel: 03 9411 4700
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**PROPOSED REFURBISHMENT & EXTENSION
199 WILLIAM STREET
MELBOURNE**

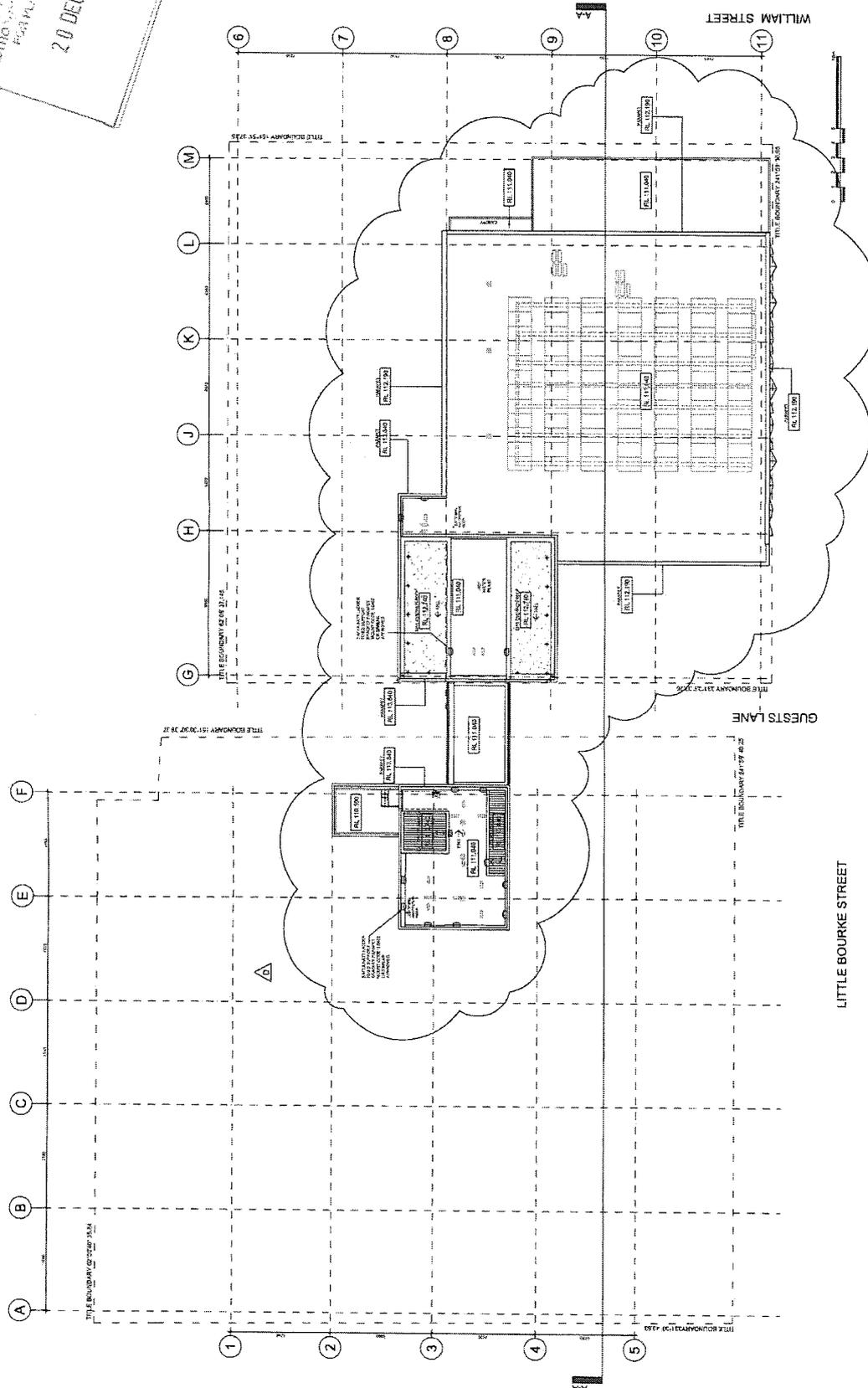
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J	03.05.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
K	19.05.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
L	24.05.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
M	31.05.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
O	06.06.11	ISSUED FOR TOWN PLANNING
P	28.06.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
Q	03.08.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
R	16.03.12	ISSUED FOR ENCOURAGEMENT
S	17.09.12	ISSUED FOR SECONDARY CONSENT
T	18.12.12	ISSUED FOR SECONDARY CONSENT

NOTES:
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APPROVANT UNDER DEVELOPMENT
 AUTHORITY FROM 31/18/2012
 FROM PLANNING DIV
 20 DEC 2012



PROPOSED REFURBISHMENT ROOF PLAN

drawing title

scale 1:200@A2

date 18 DEC 2012

sheet 31145

drawing number TP2-21

town planning

brucehenderson architects

bruce henderson architects Pty Ltd
 166 Tonkin Road South Yarra Victoria 3141 Australia
 phone +61 3 9594 4200
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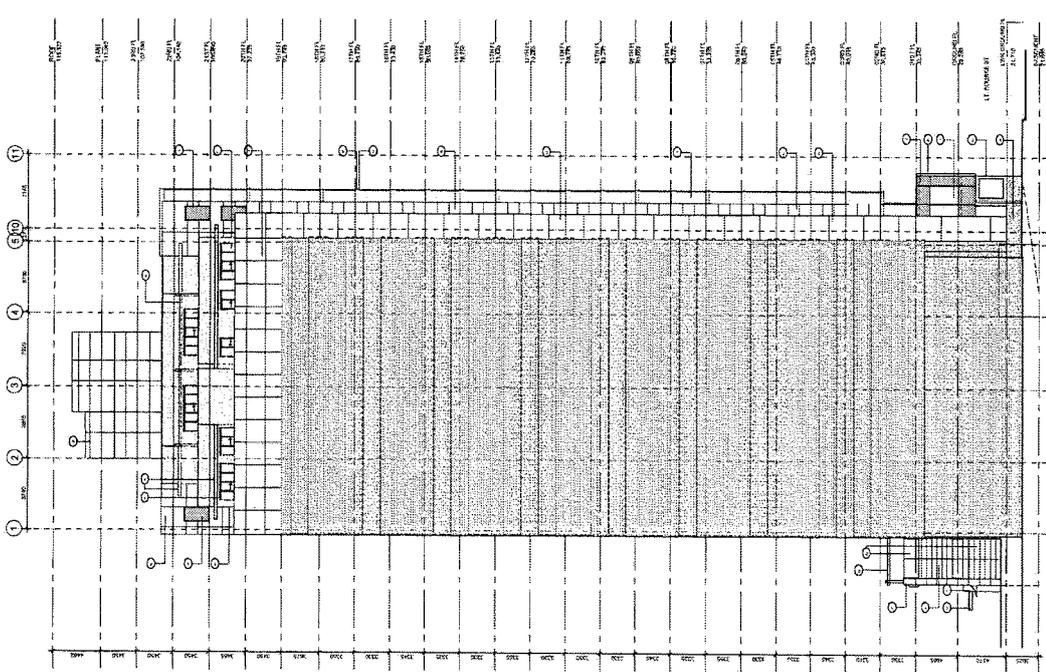
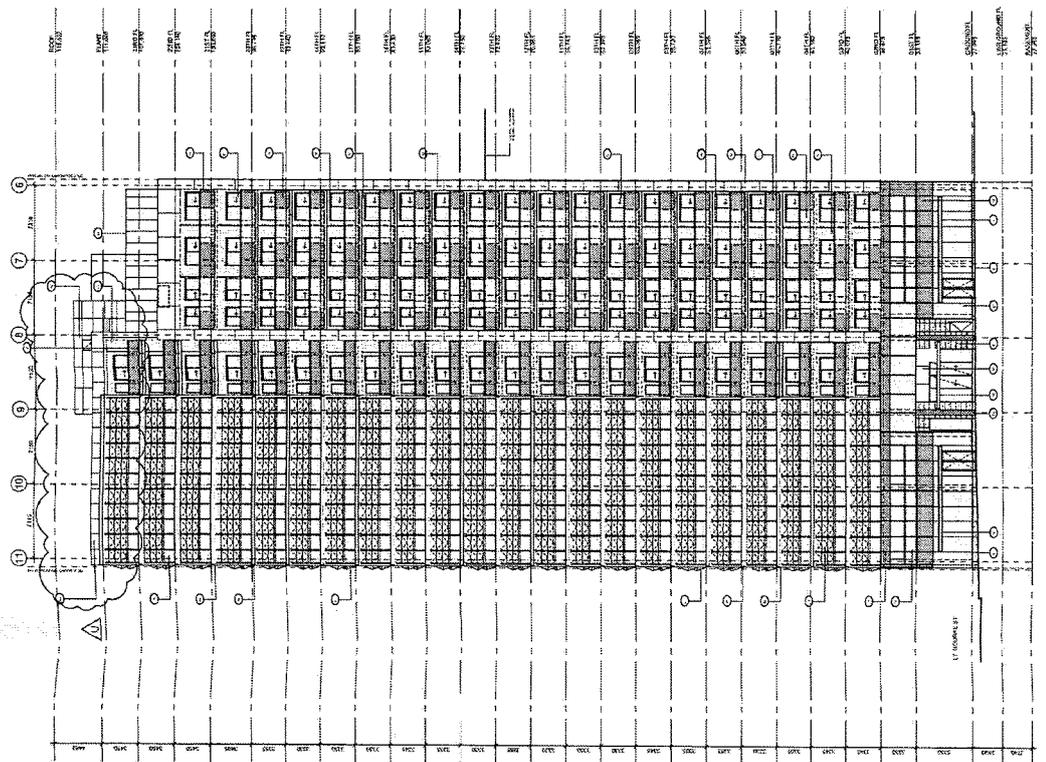
**PROPOSED REFURBISHMENT & EXTENSION
 199 WILLIAM STREET
 MELBOURNE**

REV	DATE	DESCRIPTION
A	03.08.11	RELIQUARY ISSUE FOR REVIEW
B	15.09.11	ISSUED FOR ENDORSEMENT
C	18.12.11	ISSUED FOR SECONDARY CONSENT
D	18.12.12	ISSUED FOR SECONDARY CONSENT

NOTES:
 Do not scale.
 This drawing is for information only. All dimensions on the site plan shall be confirmed by the surveyor. All dimensions on the site plan shall be confirmed by the surveyor. All dimensions on the site plan shall be confirmed by the surveyor.
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GENERAL NOTES

1. CONSULT THE ARCHITECT'S GENERAL NOTES AND SPECIFICATIONS FOR A COMPLETE LIST OF MATERIALS, FINISHES, AND CONSTRUCTION METHODS.

2. THE ARCHITECT'S GENERAL NOTES AND SPECIFICATIONS SHALL BE CONSULTED FOR ALL MATERIALS, FINISHES, AND CONSTRUCTION METHODS.

3. THE ARCHITECT'S GENERAL NOTES AND SPECIFICATIONS SHALL BE CONSULTED FOR ALL MATERIALS, FINISHES, AND CONSTRUCTION METHODS.

4. THE ARCHITECT'S GENERAL NOTES AND SPECIFICATIONS SHALL BE CONSULTED FOR ALL MATERIALS, FINISHES, AND CONSTRUCTION METHODS.

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9. THE ARCHITECT'S GENERAL NOTES AND SPECIFICATIONS SHALL BE CONSULTED FOR ALL MATERIALS, FINISHES, AND CONSTRUCTION METHODS.

10. THE ARCHITECT'S GENERAL NOTES AND SPECIFICATIONS SHALL BE CONSULTED FOR ALL MATERIALS, FINISHES, AND CONSTRUCTION METHODS.

11. THE ARCHITECT'S GENERAL NOTES AND SPECIFICATIONS SHALL BE CONSULTED FOR ALL MATERIALS, FINISHES, AND CONSTRUCTION METHODS.

APPROVED FOR THE ARCHITECT
 AUTHORITY TO PROCEED WITH PERMITTING
 PROJECT NUMBER: 14-000-0000-0000
 20 DEC 2012

WEST ELEVATION

NOTES:
 Do not scale.
 Contractor must verify all dimensions on site before commencing construction.
 The Architect's General Notes and Specifications shall be consulted for all materials, finishes, and construction methods.
 All dimensions are in feet and inches unless otherwise noted.
 All dimensions are rounded to the nearest 1/8 inch.

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EAST ELEVATION

**PROPOSED REFURBISHMENT & EXTENSION
 199 WILLIAM STREET
 MELBOURNE**

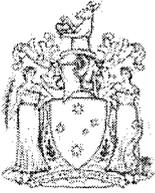
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 brucehendersonarchitects.com.au
 192 Toorak Road, South Yarra, Victoria 3142, Australia
 Phone: +61 3 9869 4831
 Email: projects@bh-architects.com

REV	DATE	DESCRIPTION
CG	19.07.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
H	13.05.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
I	05.05.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
J	19.05.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
K	24.05.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
L	31.05.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
M	06.06.11	ISSUED FOR TOWN PLANNING
P	29.06.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
Q	21.07.11	REVISED DRAWINGS - PRELIMINARY ISSUE FOR REVIEW
R	02.8.11	REVISED DRAWINGS - ISSUED FOR MARKETING
S	16.03.12	ISSUED FOR ENDORSEMENT
T	17.09.12	ISSUED FOR SECONDARY CONSENT

PROPOSED REFURBISHMENT WEST & EAST ELEVATION

scale: 1:400@A2
 drawing title: SG
 date: 18 DEC 2012
 job no.: 31145
 drawing number: TP3-03
 rev: U

TOWN PLANNING



**Department of Transport,
Planning and Local Infrastructure**

File Ref.: 10/005874-02
Appl. Ref.: 2010/005874

1 Spring Street
Melbourne Victoria 3000 Australia
Telephone: 03 9208 3333
www.dtpli.vic.gov.au
DX210292

07 OCT 2013

Stephen Vincent
Bruce Henderson Architects Pty Ltd
162 Toorak Road
SOUTH YARRA VIC 3141

Dear Mr Vincent,

MELBOURNE PLANNING SCHEME PERMIT No. 2010/005874

Location: 199 William Street and 518 Little Bourke Street, Melbourne
Proposal: The partial demolition and the construction of buildings and works, including additions to the existing buildings to be used for the purposes of offices, accommodation, medical centre and retail uses.

I refer to your submission, received on 18 September 2013, to the Department of Transport, Planning and Local Infrastructure (DTPLI) to amend the plans via secondary consent afforded by Condition 2 of planning permit 2010/005874.

Under delegation from the Minister for Planning, I wish to advise you that the request to amend the plans under secondary consent afforded by Condition 2 has been approved. Please find enclosed a copy of the endorsed plans.

Should you have any further queries in relation to this matter please do not hesitate to contact James Kirby on telephone 9098 8936 or email: james.kirby@dtpli.vic.gov.au.

Yours sincerely

Karoline Ware
Acting Assistant Director, Statutory Approvals

Cc: City of Melbourne

NOTES:
 1. This drawing is a preliminary drawing and is not to be used for construction purposes without the approval of the relevant authorities.
 2. The client is responsible for obtaining all necessary approvals and permits for this project.
 3. The client is responsible for ensuring that all work is carried out in accordance with the relevant codes of practice and standards.
 4. The client is responsible for ensuring that all work is carried out in accordance with the relevant codes of practice and standards.

NO.	DATE	DESCRIPTION
1	10/08/2013	PLUMBING FIXTURES LAYER CORRECTIONS & GENERAL LAYOUT
2	10/08/2013	GENERAL LAYOUT
3	10/08/2013	MECHANICAL AND ELECTRICAL LAYOUT
4	10/08/2013	MECHANICAL AND ELECTRICAL LAYOUT
5	10/08/2013	MECHANICAL AND ELECTRICAL LAYOUT
6	10/08/2013	MECHANICAL AND ELECTRICAL LAYOUT
7	10/08/2013	MECHANICAL AND ELECTRICAL LAYOUT
8	10/08/2013	MECHANICAL AND ELECTRICAL LAYOUT
9	10/08/2013	MECHANICAL AND ELECTRICAL LAYOUT
10	10/08/2013	MECHANICAL AND ELECTRICAL LAYOUT
11	10/08/2013	MECHANICAL AND ELECTRICAL LAYOUT

NOTES
 PREPARE FLOOR AND APPLY CONCRETE FLOOR SLAB

RECEIVED
 Department of Planning and
 Community Development
18 SEP 2013
 Statutory Approvals

PLANNING and ENVIRONMENT ACT
 MELBOURNE PLANNING SCHEME
 PERMIT No. 2010/005874
MODIFIED ENDORSED PLAN
 Sheet..... of
 Signed..... for
 MINISTER FOR PLANNING
 Date 07 OCT 2013

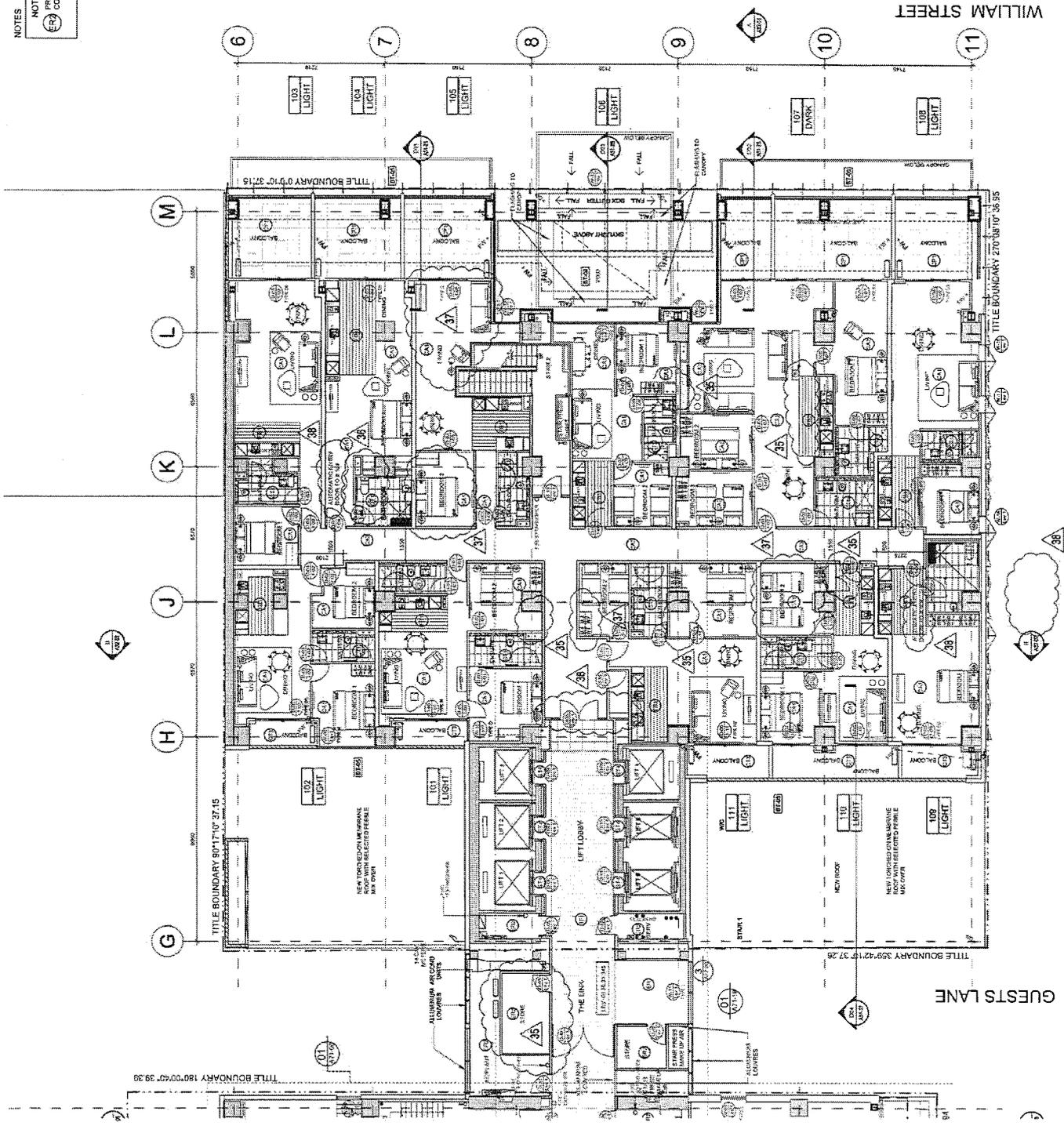


boucshenderson architects
 100 South Street, Melbourne, VIC 3000
 Tel: 03 9412 1111
 Fax: 03 9412 1112
 Email: info@boucshenderson.com.au

PROPOSED REFURBISHMENT,
 199 WILLIAM STREET,
 MELBOURNE

GENERAL ARRANGEMENT
 LEVEL 01 PLAN
 (WILLIAM STREET TOWER)

DATE	11/08/2013	NO.	2013
ISSUED BY	28/09	REVISED BY	31/10
PROJECT	GA	PROJECT NO.	A21-07
CONSTRUCTION			



NOTES
 1. PREPARE FLOOR AND APPLY CONCRETE FLOOR SLABER

DESCRIBED

1	CONCRETE	CONCRETE FLOOR SLABER
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326	ELECTRICAL	ELECTRICAL
327	PLUMBING	PLUMBING
328	GLASS	GLASS
329	WOOD	WOOD
330	STEEL	STEEL
331	PLASTER	PLASTER
332	PAINT	PAINT
333	CEILING	CEILING
334	MECHANICAL	MECHANICAL
335	ELECTRICAL	ELECTRICAL
336	PLUMBING	PLUMBING
337	GLASS	GLASS
338	WOOD	WOOD
339	STEEL	STEEL
340	PLASTER	PLASTER
341	PAINT	PAINT
342	CEILING	CEILING
343	MECHANICAL	MECHANICAL
344	ELECTRICAL	ELECTRICAL
345	PLUMBING	PLUMBING
346	GLASS	GLASS
347	WOOD	WOOD
348	STEEL	STEEL
349	PLASTER	PLASTER
350	PAINT	PAINT
351	CEILING	CEILING
352	MECHANICAL	MECHANICAL
353	ELECTRICAL	ELECTRICAL
354	PLUMBING	PLUMBING
355	GLASS	GLASS
356	WOOD	WOOD
357	STEEL	STEEL
358	PLASTER	PLASTER
359	PAINT	PAINT
360	CEILING	CEILING
361	MECHANICAL	MECHANICAL
362	ELECTRICAL	ELECTRICAL
363	PLUMBING	PLUMBING
364	GLASS	GLASS
365	WOOD	WOOD
366	STEEL	STEEL
367	PLASTER	PLASTER
368	PAINT	PAINT
369	CEILING	CEILING
370	MECHANICAL	MECHANICAL
371	ELECTRICAL	ELECTRICAL
372	PLUMBING	PLUMBING
373	GLASS	GLASS
374	WOOD	WOOD
375	STEEL	STEEL
376	PLASTER	PLASTER
377	PAINT	PAINT
378	CEILING	CEILING
379	MECHANICAL	MECHANICAL
380	ELECTRICAL	ELECTRICAL
381	PLUMBING	PLUMBING

NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE BUILDING REGULATIONS 2011 AND THE BUILDING ACT 2006.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

PREPARE FLOOR AND APPLY CONCRETE FLOOR SEALER

1. PREPARE FLOOR AND APPLY CONCRETE FLOOR SEALER.

REVISIONS:

NO.	DATE	DESCRIPTION
1	11/08/11	ISSUED FOR PERMITS
2	26/08/11	ISSUED FOR PERMITS
3	06/09/11	ISSUED FOR PERMITS
4	11/08/11	ISSUED FOR PERMITS

APPROVED BY THE
 MINISTER FOR PLANNING
 07 OCT 2013

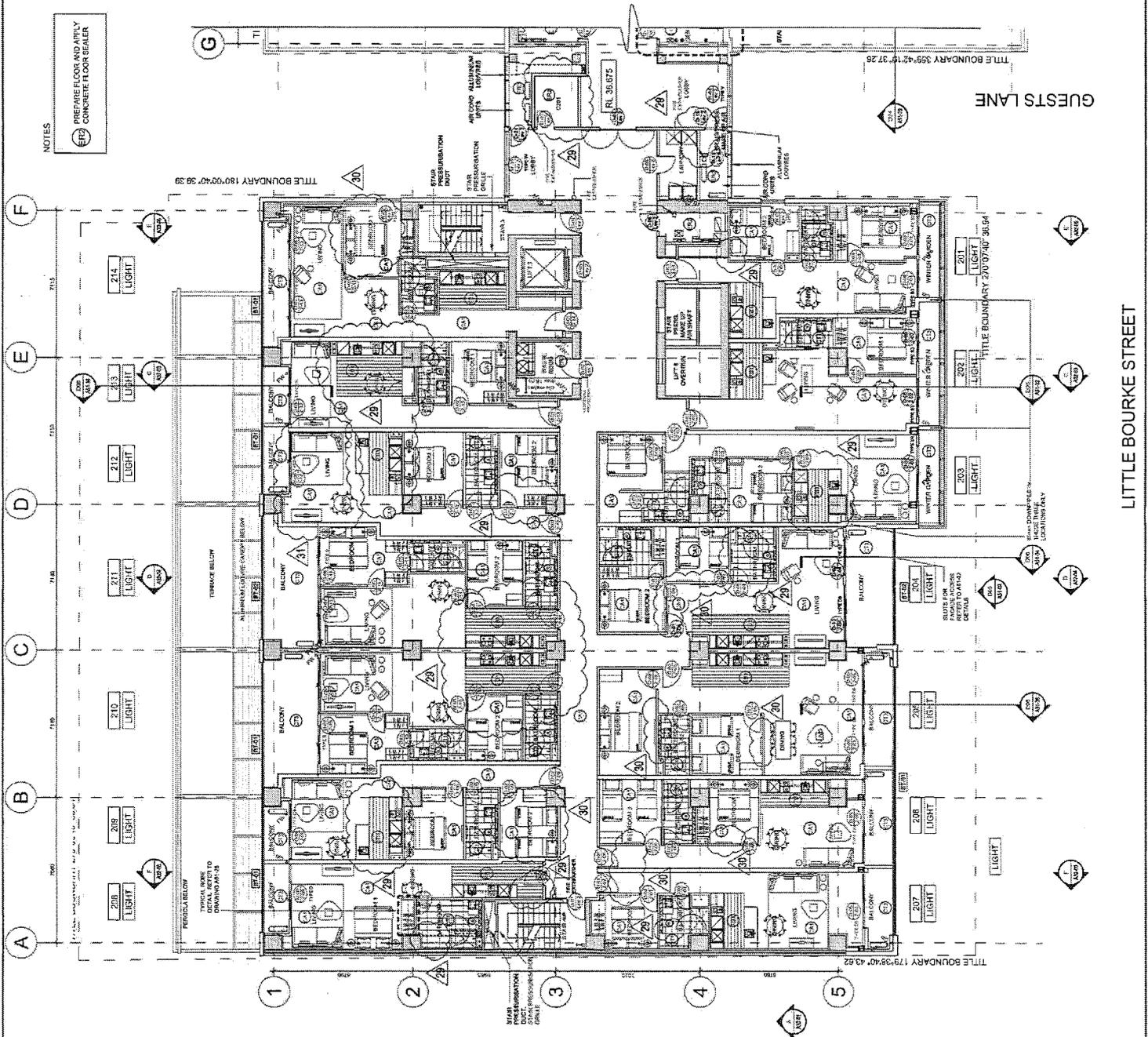


brucehenderson architects
 100/101 Sturt Street, Melbourne VIC 3000
 Telephone: +61 3 9092 0000 Fax: +61 3 9092 1521
 email: enquiries@brucehenderson.com

**PROPOSED REFURBISHMENT,
 199 WILLIAM STREET,
 MELBOURNE**

**GENERAL ARRANGEMENT
 LEVEL 02 PLAN
 (LT. BOURKE STREET TOWER)**

DATE: 11/08/2011
 DRAWN BY: GJ
 CHECKED BY: GJ
 PROJECT NO: 31146
 SHEET NO: A21-10
 CONSTRUCTION: 31



LITTLE BOURKE STREET

GUESTS LANE

CONSTRUCTION

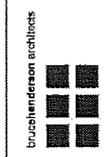
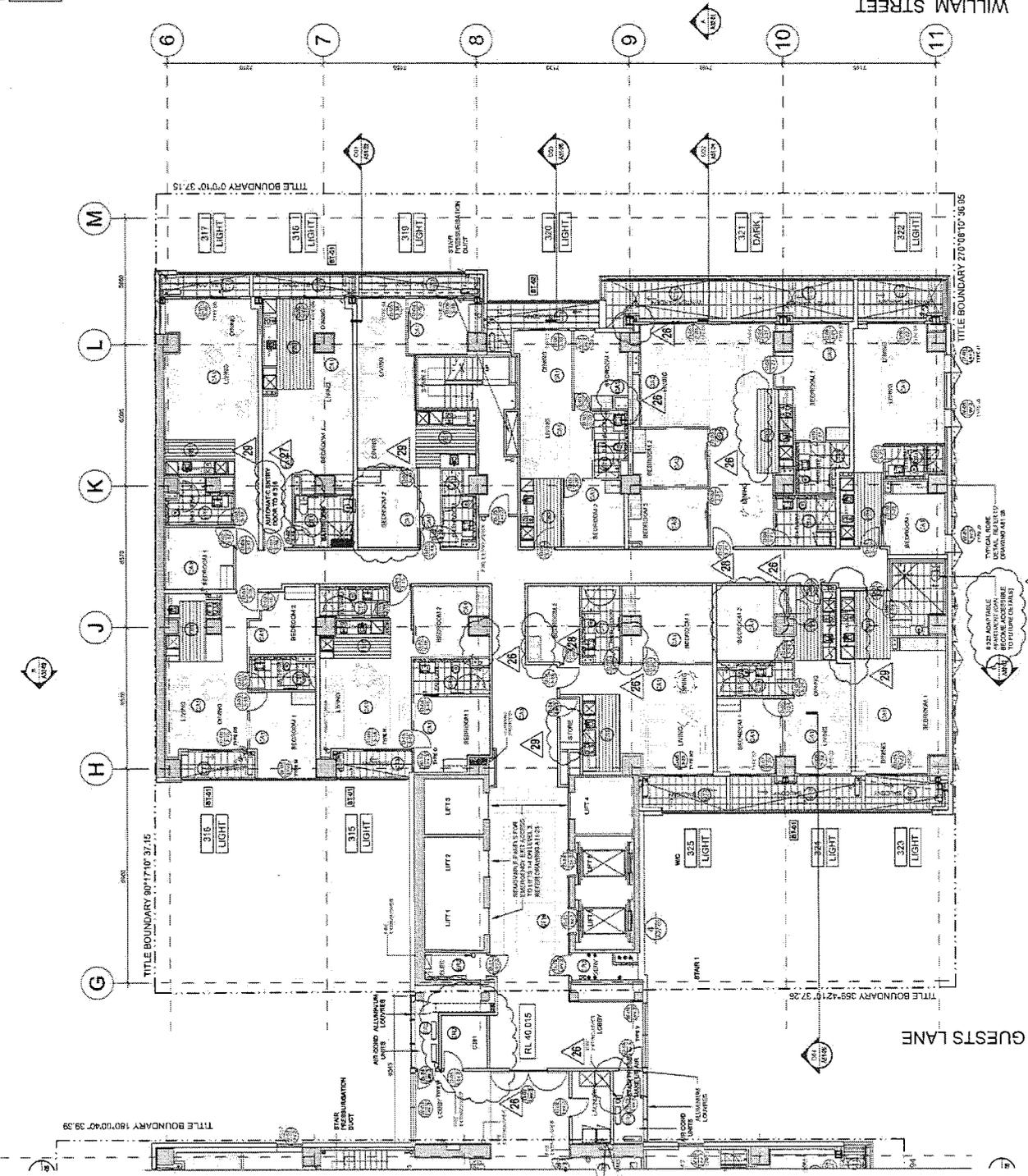
NOTES

NOTES TO BE FOLLOWS AND APPLY
CONCRETE FLOOR SLEER

NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
2. ALL WORK IS TO BE IN ACCORDANCE WITH THE CURRENT BUILDING REGULATIONS.
3. ALL WORK IS TO BE IN ACCORDANCE WITH THE CURRENT ELECTRICAL REGULATIONS.
4. ALL WORK IS TO BE IN ACCORDANCE WITH THE CURRENT PLUMBING REGULATIONS.
5. ALL WORK IS TO BE IN ACCORDANCE WITH THE CURRENT MECHANICAL REGULATIONS.
6. ALL WORK IS TO BE IN ACCORDANCE WITH THE CURRENT FIRE REGULATIONS.
7. ALL WORK IS TO BE IN ACCORDANCE WITH THE CURRENT HEALTH AND SAFETY REGULATIONS.
8. ALL WORK IS TO BE IN ACCORDANCE WITH THE CURRENT ENVIRONMENTAL REGULATIONS.
9. ALL WORK IS TO BE IN ACCORDANCE WITH THE CURRENT LANDSCAPE REGULATIONS.
10. ALL WORK IS TO BE IN ACCORDANCE WITH THE CURRENT TRAFFIC REGULATIONS.
11. ALL WORK IS TO BE IN ACCORDANCE WITH THE CURRENT UTILITIES REGULATIONS.

NO.	DATE	DESCRIPTION
1	20.08.13	FLOOR PLAN CHANGED TO 100% RADIANT COOLING AND ADJUSTABLE BATHROOM
2	20.08.13	310 ADJUSTABLE BATHROOM & RUSHEN 28
3	03.09.13	REVISION AND 100% RADIANT COOLING
4	10.09.13	REVISION AND 100% RADIANT COOLING
5	10.09.13	REVISION AND 100% RADIANT COOLING
6	10.09.13	REVISION AND 100% RADIANT COOLING
7	10.09.13	REVISION AND 100% RADIANT COOLING
8	10.09.13	REVISION AND 100% RADIANT COOLING
9	10.09.13	REVISION AND 100% RADIANT COOLING
10	10.09.13	REVISION AND 100% RADIANT COOLING
11	10.09.13	REVISION AND 100% RADIANT COOLING

APPROVED BY THE
MINISTER FOR PLANNING
07 OCT 2013

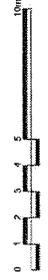


brucehenderson architects
10001 141 45
10001 141 45
10001 141 45
10001 141 45

PROPOSED REFURBISHMENT,
199 WILLIAM STREET,
MELBOURNE

GENERAL ARRANGEMENT
LEVEL 03 PLAN
(WILLIAM STREET TOWER)

CONSTRUCTION
A2-1-11



NOTES:
 1. THE DRAWING IS TO BE USED IN CONNECTION WITH THE CONTRACT DOCUMENTS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

DATE: 07/11/2013

NO.	DATE	DESCRIPTION
1	07/11/2013	ISSUED FOR PERMIT
2	07/11/2013	ISSUED FOR PERMIT
3	07/11/2013	ISSUED FOR PERMIT
4	07/11/2013	ISSUED FOR PERMIT
5	07/11/2013	ISSUED FOR PERMIT
6	07/11/2013	ISSUED FOR PERMIT
7	07/11/2013	ISSUED FOR PERMIT
8	07/11/2013	ISSUED FOR PERMIT
9	07/11/2013	ISSUED FOR PERMIT
10	07/11/2013	ISSUED FOR PERMIT
11	07/11/2013	ISSUED FOR PERMIT
12	07/11/2013	ISSUED FOR PERMIT
13	07/11/2013	ISSUED FOR PERMIT
14	07/11/2013	ISSUED FOR PERMIT
15	07/11/2013	ISSUED FOR PERMIT
16	07/11/2013	ISSUED FOR PERMIT
17	07/11/2013	ISSUED FOR PERMIT
18	07/11/2013	ISSUED FOR PERMIT
19	07/11/2013	ISSUED FOR PERMIT
20	07/11/2013	ISSUED FOR PERMIT

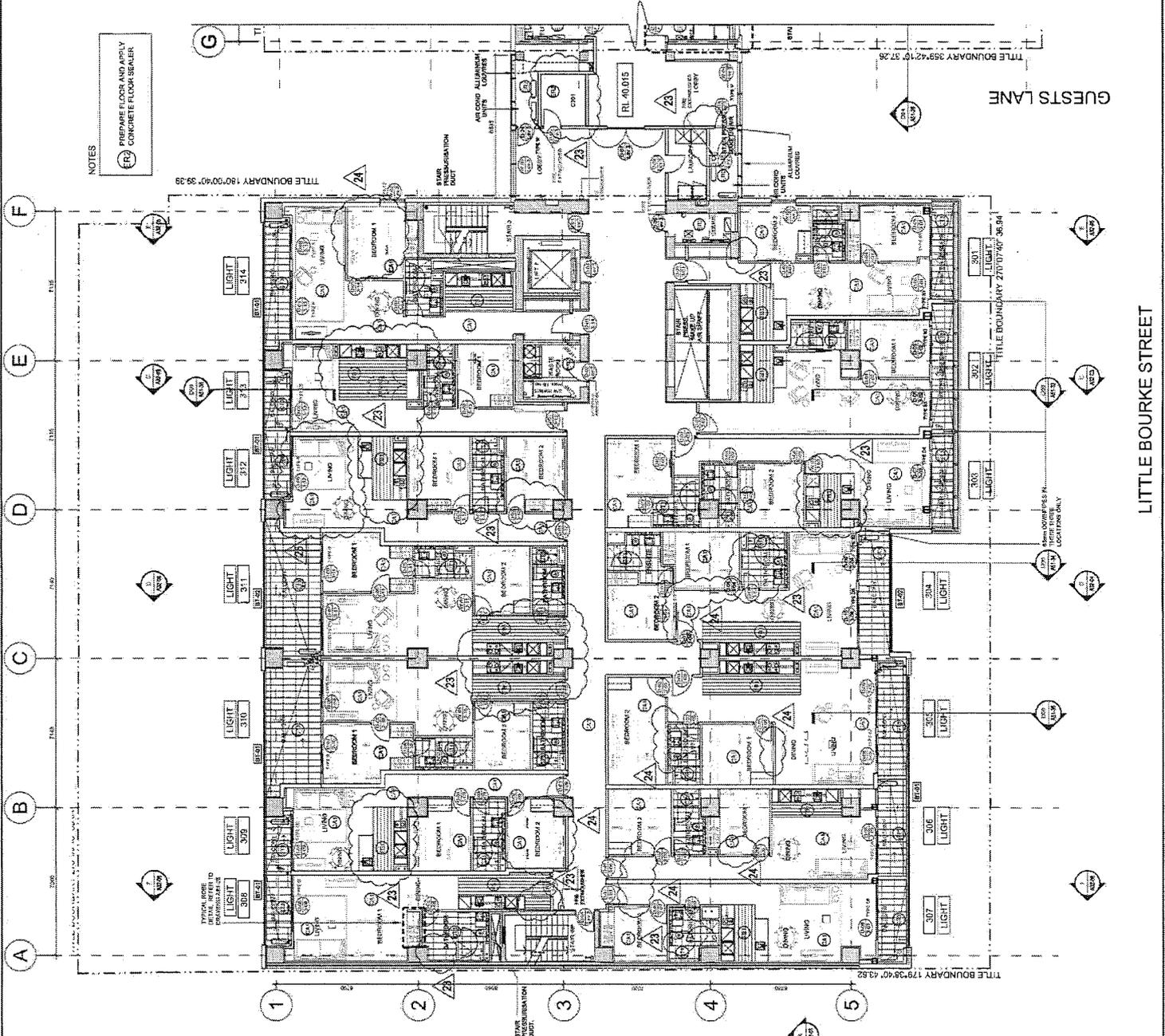
APPROVED BY THE
 MINISTER FOR PLANNING
 11 / 11 / 2013

brockhenderson architects
 Brock Henderson Architects Pty Ltd
 Level 11/111 St. Georges Road
 Melbourne VIC 3000 Australia +61 3 9084 4321
 email: info@bh-a.com.au

PROPOSED REFURBISHMENT,
 199 WILLIAM STREET,
 MELBOURNE

GENERAL ARRANGEMENT
 LEVEL 03 PLAN
 (L.T. BOURKE STREET TOWER)

DATE: 07/11/2013
 DRAWN: 31165
 CHECKED: 31165
 PROJECT: A21-12
 CONSTRUCTION



NOTES:
 (R) PREPARE FLOOR AND APPLY CONCRETE FLOOR SEALER

G

F

E

D

C

B

A

1

2

3

4

5

GUESTS LANE

LITTLE BOURKE STREET

NOTES:
 1. CONSULT THE ARCHITECT FOR ALL DIMENSIONS AND LEVELS.
 2. ALL WORK IS TO BE COMPLETED BY THE DATE SPECIFIED.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

NOTES:
 1. PREPARE FLOOR AND APPLY CONCRETE FLOOR SEALER.

NO.	DATE	DESCRIPTION
1	2013.07.15	ISSUED FOR PERMITS
2	2013.07.15	ISSUED FOR PERMITS
3	2013.07.15	ISSUED FOR PERMITS
4	2013.07.15	ISSUED FOR PERMITS
5	2013.07.15	ISSUED FOR PERMITS
6	2013.07.15	ISSUED FOR PERMITS
7	2013.07.15	ISSUED FOR PERMITS
8	2013.07.15	ISSUED FOR PERMITS
9	2013.07.15	ISSUED FOR PERMITS
10	2013.07.15	ISSUED FOR PERMITS
11	2013.07.15	ISSUED FOR PERMITS

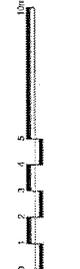
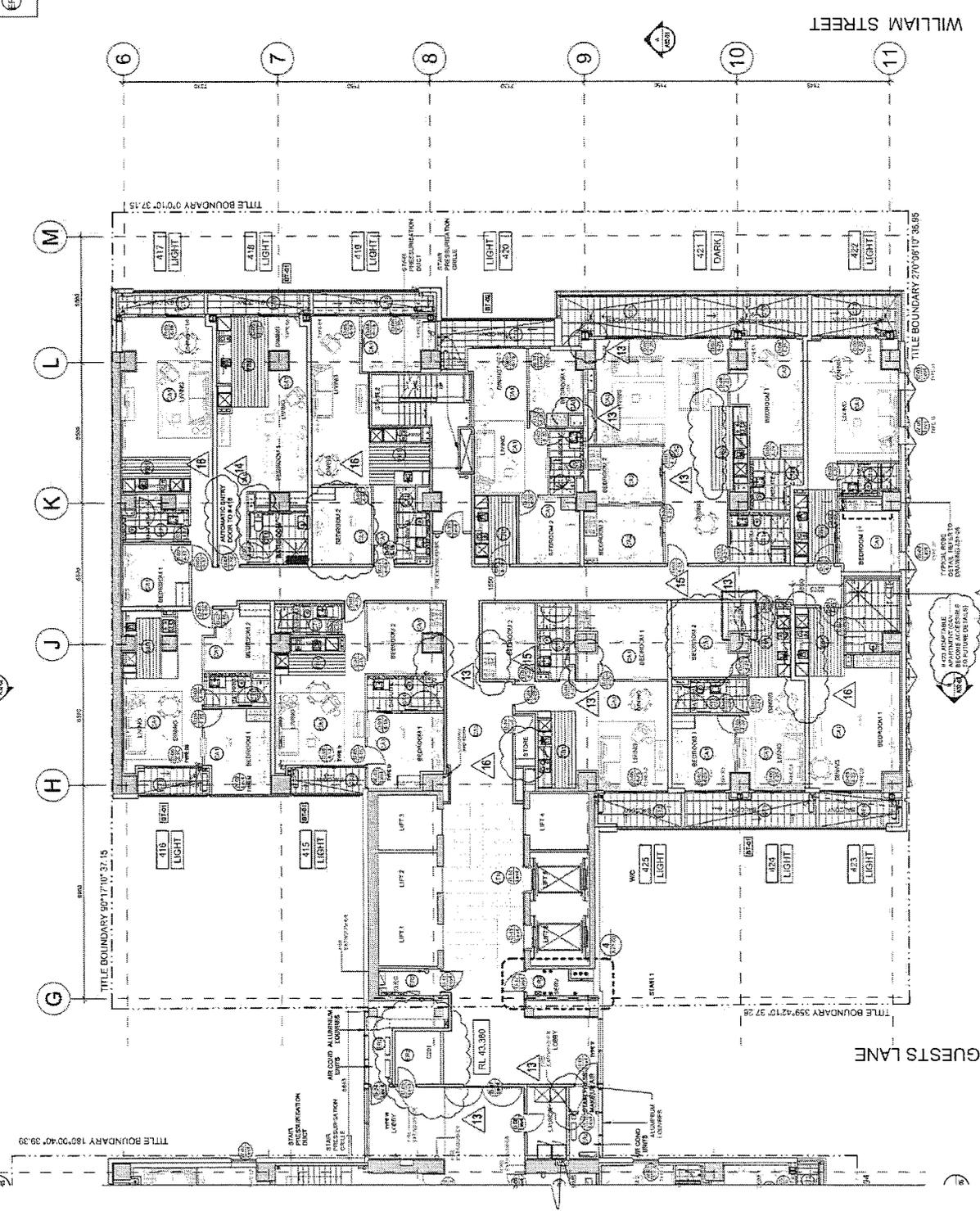
APPROVED BY THE
 MINISTER FOR PLANNING
 07 OCT 2013

bruceanderson architects
 Bruce anderson architects Pty Ltd
 107 Taylor Road South Yarra, Victoria 3141 Australia
 Phone: +61 (0)3 9594 4444
 Email: projects@bruceanderson.com.au
 www.brucanderson.com.au

PROPOSED REFURBISHMENT,
 199 WILLIAM STREET,
 MELBOURNE

GENERAL ARRANGEMENT
 LEVEL 04 PLAN
 (WILLIAM STREET TOWER)

Scale: 1:100 (B.A.)
 Date: 2013
 Drawing No: 311416
 Project No: A21-13
 Revision: 01



NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE BUILDING REGULATIONS 2011.
 2. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
 3. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
 4. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

NO.	DATE	DESCRIPTION
1	10/11/11	WALL ABANDONMENT
2	10/11/11	FLOOR LAYERS
3	10/11/11	REINFORCEMENT LAYERS
4	10/11/11	WINDUW LAYERS
5	10/11/11	WINDUW LAYERS
6	10/11/11	WINDUW LAYERS
7	10/11/11	WINDUW LAYERS
8	10/11/11	WINDUW LAYERS
9	10/11/11	WINDUW LAYERS
10	10/11/11	WINDUW LAYERS
11	10/11/11	WINDUW LAYERS
12	10/11/11	WINDUW LAYERS
13	10/11/11	WINDUW LAYERS
14	10/11/11	WINDUW LAYERS
15	10/11/11	WINDUW LAYERS
16	10/11/11	WINDUW LAYERS
17	10/11/11	WINDUW LAYERS
18	10/11/11	WINDUW LAYERS
19	10/11/11	WINDUW LAYERS
20	10/11/11	WINDUW LAYERS

APPROVED BY THE
 MINISTER FOR PLANNING
 8 7 OCT 2013

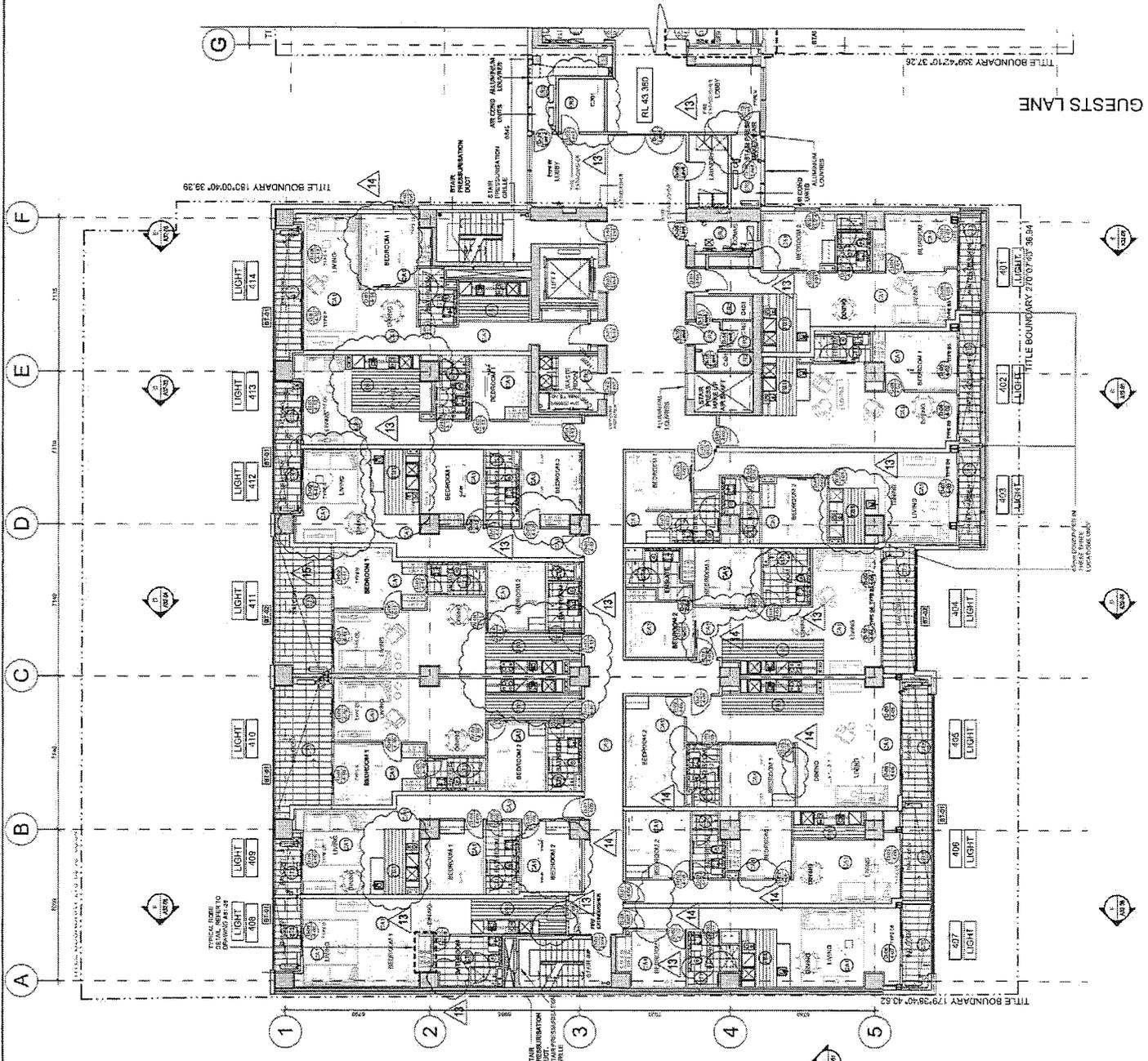


bruchendamen architects
 100 York Street, South Melbourne, Victoria 3141, Australia
 Tel: +61 3 9594 1111
 Fax: +61 3 9594 1112
 Email: info@bruchendamen.com.au

PROPOSED REFURBISHMENT,
 199 WILLIAM STREET,
 MELBOURNE

GENERAL ARRANGEMENT
 LEVEL 04 PLAN
 (LT. BOURKE STREET TOWER)

DATE	10/11/11	NO.	2013
BY	CU	DATE	31/11/12
PROJECT	199 WILLIAM STREET	NO.	A21-14
CONSTRUCTION		NO.	15



LITTLE BOURKE STREET

GUESTS LANE

Outgoings

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

CERTIFICATE NO: 106736
DATE OF ISSUE: 25-Feb-2014
YEAR ENDING: 30-Jun-2014

- 1) This certificate provides information regarding Valuations, Rates, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law or by-law of the council.
- 2) This certificate is not required to include information regarding Planning, Health, Land Fill, Land Slip, other flooding information or service easements. Information regarding these matters may be available from the council or relevant authority. A fee may be charged for such information.

Property situated at: 189-203 William Street, MELBOURNE VIC 3000		
Legal Description: Lot 1 PS707584E CT-11451/164		
Operation date of Valuation: 01 July 2012	Assessment No: 23412 0	
Net Annual Value: 1,990,000	Site Value: 22,960,000	Capital Improved Value: 39,800,000
Owner recorded by Council: Hengyi Australia Pty Ltd		

RATES AND CHARGES

	Balance Owing
Town Rate 1/07/2013 to 30/6/2014	\$ 95,010.36
Fire Services Levy 01/07/2013/ to 30/06/2014	\$ 24,358.60
Town Rate Arrears	\$ 45788.12
Interest on overdue amounts	\$ 3040.13
Legal Costs	\$ 0.00
Total Payments	\$ -106236.57

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

TOTAL DUE:

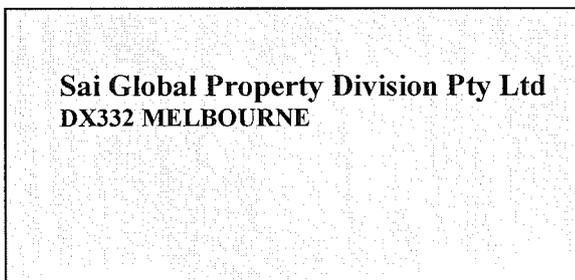
\$ 61,960.64

Please Note: If you wish to have your certificate emailed, please provide your email address with future applications

Payments to:

City of Melbourne
GPO Box 2158
Melbourne Vic
3001

**\$20.00 Fee
received**



Please Note:

After settlement the responsibility for payment of outstanding rates rests with the purchaser.
Please advise your client accordingly.

For inquiries phone 9658 9759

OTHER INFORMATION

- | | | |
|----|--|-----|
| 1) | Specified flood level by council (If any) | N/A |
| 2) | Potential liability for rates under the Cultural and Recreational Lands Act 1963 | N/A |
| 3) | Potential liability for land to become rateable under section 173, 174 or 174A of the Local Government Act 1989. | N/A |
| 4) | Detail of notices and orders under the Local Government Act 1958, Local Government Act 1989 or under a local law or by-law of council. | N/A |
| 5) | Money owed for works under the Local Government Act 1958 | Nil |
| 6) | Any outstanding amount required to be paid for recreational purposes or any transfer of land required to council for recreational purposes under Section 18 of the Subdivision Act 1988 or LGA 1958. | Nil |
| 7) | Money owed under Section 227 of the Local Government Act 1989 | Nil |

Applicants Reference 19591309:35701197:38155

Authorised Officer

Land Tax Clearance Certificate

Land Tax Act 2005



K&L GATES VIA SAI GLOBAL PROPERTY
224 NORMANBY ROAD
SOUTHBANK VIC 3006

Your Reference: 19591309:35701198

Certificate No: 82771124

Issue Date: 24 FEB 2014

Enquiries: ESYSPROD

Land Address: 199 WILLIAM STREET MELBOURNE VIC 3000

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
24984626	1	707584	11451	164	\$22,960,000	\$470,304.75

Vendor: HENGYI AUSTRALIA PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
HENGYI AUSTRALIA HYBRID UNIT TRUST	2014	\$474,075.00	\$0.00	\$470,304.75

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total
----------------	------	------------------	------------------	-------

Comments: Land Tax of \$474,075.00 has been assessed for 2014, an amount of \$3,770.25 has been paid. 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: \$22,960,000

AMOUNT PAYABLE: \$470,304.75

Paul Broderick
Commissioner of State Revenue

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 82771124

Land ID: 24984626

Amount Payable: \$470,304.75

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: 82771124

- 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 \$22,960,000

Land Tax = \$474,075.00

Calculated as \$24,975 plus (\$22,960,000 - \$3,000,000) multiplied by 2.250 cents.

Further information

Internet	www.sro.vic.gov.au
Email	sro@sro.vic.gov.au (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001
In person	State Revenue Office Level 2, 121 Exhibition Street Melbourne Victoria

For SRO counter service hours, please visit www.sro.vic.gov.au/counter

Payment options

Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001



Payment in person:

- Present this notice to the State Revenue Office
Level 2, 121 Exhibition Street
Melbourne Victoria
- Payment by cash or cheques only
- For SRO counter service hours, please visit www.sro.vic.gov.au/counter



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

12100399111

DATE OF ISSUE - 24/02/2014

APPLICATION NO.

610796

SAI GLOBAL PROPERTY DIVISION PTY LTD

YOUR REF.

19591309:35701199

ACCOUNTS PAYABLE - LEVEL 9

GPO BOX 5420

SYDNEY NSW 2001

SOURCE NO.

99905059310

PROPERTY: 189-203 WILLIAM STREET MELBOURNE VIC 3000

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of twenty four thousand one hundred and ninety two dollars and sixty six cents is payable in respect of the property listed above to the end of the financial year.

If applicable, additional volumetric charges may be raised for periods after the date of the last meter read.

Service Charge Type	Annual charge	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - NRES	47,630.85	Quarterly	31/03/2014	35,723.14	11,907.72
PARKS SERVICE CHARGES	17,996.98	Annually	30/06/2014	17,996.98	0.00
WATER SERVICE CHARGE NON RESIDENTIAL	323.85	Quarterly	31/03/2014	242.44	79.62
SEWERAGE SERVICE CHARGE NON RESIDENTIAL	432.40	Quarterly	31/03/2014	324.30	108.10
TOTAL	66,384.08			54,286.86	12,095.44

Service charges owing to 30/06/2013 0.00

Service charges owing for this financial year 12,095.44

Volumetric charges owing to 14/11/2013. 0.00

Adjustments 0.00

Current amount outstanding 12,095.44

Plus remainder service charges to be billed 12,097.22

BALANCE including unbilled service charges 24,192.66

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.

12100399111

DATE OF ISSUE - 24/02/2014

APPLICATION NO.

610796

For the purpose of levying Parks and/or Waterways and Drainage charges Property no: 125264456 is not yet separately rated by City West Water and is part only of the property for which this certificate is issued. Property 125264456 may be separately rated from the date of sale and may attract these charges.

Please note the water meter on this property was last read on 14/11/2013.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 14/11/2013 to the settlement date.

Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows:

Drinking Water Usage \$0.00 per day

If a final meter reading is required for settlement purposes please contact City West Water on 131691 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for up to two business days after the meter is read. An account for charges from the last meter read date 14/11/2013 to the final meter read date will be forwarded to the vendor of the property.

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.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

12100399111

DATE OF ISSUE - 24/02/2014

APPLICATION NO.

610796

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.



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

12526445610

DATE OF ISSUE - 24/02/2014

APPLICATION NO.

610796

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.

This installation is not supplied with water through a City West Water meter.



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

12526445610

DATE OF ISSUE - 24/02/2014

APPLICATION NO.

610796

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.

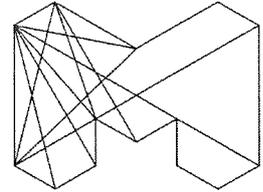
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Building Information

Property Information

Building Act 1993, Building Regulations 2006, Regulation 326.



CITY OF MELBOURNE

26 February 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

189-203 William Street, MELBOURNE VIC 3000

Thank you for your building property application received 24 Feb 2014. Please find below the relevant information relating to your property enquiry.

Building Permits issued within the last 10 years

File Number: BP-2006-2351

Description of Work: Fire hydrant service upgrade works to an existing building. Basement, lower ground, ground and levels 1 to 18.

Permits/Certificates Issued:

Building Permit - Status:Permit Issued Docs Nbr:3439652	25-Aug-2005
Certificate of Final Inspection -	05-May-2006

File Number: BP-2007-3953

Description of Work: Partial demolition of external brick wall (Level 1-10), Lot 1.

Permits/Certificates Issued:

Building Permit - BS-24065/071349/0	16-Oct-2007
Certificate of Final Inspection - BS-24065/071349/0 Lot 1	09-May-2008

File Number: BP-2012-974

Description of Work: Partial demolition- Canopy (Stage 1) Change of use-redevelopment of an existing building and construction of new stories above existing.

Permits/Certificates Issued:

Building Permit -	06-Jul-2012
-------------------	-------------

File Number: BP-2012-974/1

Description of Work: Stage 2: Demolish South West corner of William Street Tower. Partial demolition-Canopy

Permits/Certificates Issued:

Building Permit - 15013/20120202/2 - Stage 2	20-Jul-2012
--	-------------

File Number: BP-2012-974/2

Description of Work: Stage 3 Change of use-redevelopment of an existing building and construction of new stories above existing.

Permits/Certificates Issued:

Building Permit - 15013/20120202/3 27-Sep-2012

File Number: BP-2012-974/3

Description of Work: Stage 4: Remainder of demolition works - Change of use-redevelopment of an existing building and construction of new stories above existing

Permits/Certificates Issued:

Building Permit - 15013/20120202/4 10-Oct-2012

File Number: BP-2012-974/4

Description of Work: Stage 5: Structural works - Change of use-redevelopment of an existing building and construction of new stories above existing

Permits/Certificates Issued:

Building Permit - 15013/20120202/5 23-Jan-2013

File Number: BP-2012-974/5

Description of Work: Stage 6: Electrical, Hydraulic & Lifts - Change of use-redevelopment of an existing building and construction of new stories above existing

Permits/Certificates Issued:

Building Permit - 15013/20120202/6 26-Mar-2013

File Number: BP-2012-974/6

Description of Work: Stage 7: Mechanical Services, Internal Partitions & Part Fire Services - Change of use-redevelopment of an existing building and construction of new stories above existing

Permits/Certificates Issued:

Building Permit - 20120202/7 26-Apr-2013

File Number: BP-2012-974/7

Description of Work: Stage 8: All works to completion

Permits/Certificates Issued:

Building Permit - 20120202/8 03-Jul-2013

Outstanding Building Notices or Orders

There are no outstanding Building Notices or Orders.

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



Sam Fiddian
Business Support Officer

Telephone 9658 8887
Facsimile 9650 5310
Email buildingpermitinformation@melbourne.vic.gov.au

Your Ref 19591309:35701200:
Our Ref 38157

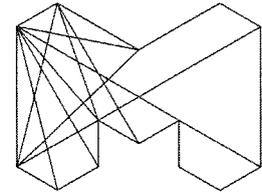
Notes:

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

26 February 2014

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

Dear Sir/Madam

189-203 William Street, MELBOURNE VIC 3000

Thank you for your building property application received 24 Feb 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.

Please contact me if you have any queries or require further information.

Yours faithfully

A handwritten signature in black ink that reads "Sam Fiddian" with a stylized flourish underneath.

Sam Fiddian
Business Support Officer

Telephone 9658 8887
Facsimile 9650 5310
Email buildingpermitinformation@melbourne.vic.gov.au

Your Ref 19591309:35701201:
Our Ref 38156

Notes:

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Please note that Council will be able to expedite any future requests if a legible copy of the relevant Certificate of Title is included. The subject property should be clearly identified on the Certificate.

Notices

EPA Priority Sites Register Extract



Client: K&L Gates
DX: 405 MELBOURNE

Client Ref: 7380214.00003.BBOA
Certificate No: 19591309:35701202

Property Inquiry Details:

Street Address: 199 William Street
Suburb: MELBOURNE
Map Reference: Melways Edition 39, Map No:43, Grid Letter: F, Grid Number: 8

Date of Search: 24/02/2014

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.



CERTIFICATE No: 19591309 DATE: 24/02/2014

ROADS CERTIFICATE

Client: K&L Gates
DX: 405 MELBOURNE

Matter Ref: 7380214.00003.BBOA
Vendor: HENGYI AUSTRALIA PTY
LTD
Purchaser:

Subject Property: 199 WILLIAM STREET MELBOURNE VIC 3000

Title Particulars: Vol 11451 Fol 164

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.

Owners Corporation Rules

Owners Corporation Rules

Owners Corporation No 1 plan no: PS648185V

Property: 189 - 203 William Street and
518 – 532 Little Bourke Street, Melbourne, Victoria

Middletons
Melbourne office
Ref: BBOA.JTL.10039349

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Owners corporation rules

Owners corporation plan no: PS648185V

Property: 189 – 203 William Street and 518 – 532 Little Bourke Street, Melbourne, Victoria

1. Definitions and interpretation

1.1 Defined terms

In these Rules:

- (a) **Act** means the *Subdivision Act 1988 (Vic)*;
- (b) **Advertising Space** means any part of the Common Property designated by the Owners Corporation for advertising purposes and includes any advertising space on any pylon, directory board or external façade of any building on the Common Property;
- (c) **Authority** means any government, semi-government, administrative, municipal or judicial body, authority or entity exercising any powers or functions under any law;
- (d) **Common Property** means the common property shown as common property on the Plan;
- (e) **Developer** means Hengyi Australia Pty Ltd ACN 146 702 687;
- (f) **Development** means the residential and retail development at 189 – 203 William Street and 518 – 532 Little Bourke Street, Melbourne, Victoria;
- (g) **Member** means a member of the Owners Corporation;
- (h) **Occupier** means an occupier of a lot on the Plan;
- (i) **Owners Corporation** means owners corporation plan no: PS648185V;
- (j) **Plan** means plan of subdivision PS648185V;
- (k) **Rules** means these rules;
- (l) **Security Key** means a key, magnetic card or other device used to open and close doors, gates, windows or locks of a lot or the Common Property; and
- (m) **Serviced Apartment** means a lot which is not restricted by the inclusion of a restrictive covenant on the certificate of title to the lot from being used as a serviced apartment;
- (n) **Services** means the services and utilities provided for a lot or the Common Property including water, gas, electricity, lighting, sanitation, air-conditioning and ventilation, lights, escalators, elevators, fire control, security, telephone, facsimile, computer services and communications together with all plant and equipment needed to provide them.

1.2 Interpretation

In these Rules, unless the context requires otherwise:

- (a) a heading may be used to help interpretation, but is not legally binding;
- (b) a gender includes the other genders;
- (c) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (d) a reference to a person includes that person's successors, personal representatives and permitted assigns;
- (e) if 2 or more people are described as a party, each person is liable for their obligations and entitled to their rights jointly and severally;
- (f) a reference to all or any part of a statute, ordinance or other law (**statute**) includes:
 - (i) any rules, regulations or other instruments made under that statute; and
 - (ii) that statute as amended, consolidated, re-enacted or replaced from time to time;
- (g) a reference to an owners corporation includes any elected committee of the owners corporation,
- (h) the word "include" or any form of that word, when introducing a list of things, does not limit the meaning of the words to which the list relates to those things or to things of a similar kind; and
- (i) a reference to a thing includes a part of that thing.

2. The Owners Corporation may grant special rights

2.1 Special rights

Subject to the Act, the obligations and restrictions set out in these Rules are subject to any rights that may be given to any person by the Owners Corporation. If there is any conflict between these Rules and any rights given by the Owners Corporation, then the rights given by the Owners Corporation prevail in respect of the person to whom those rights are given.

2.2 A Member must not interfere with another's rights

A Member or Occupier must not:

- (a) use any part of the Common Property over which the Owners Corporation has granted exclusive use or enjoyment rights to another person; or
- (b) interfere with a manager performing their duties under any management agreement entered into with the Owners Corporation.

3. Members' obligations

3.1 A Member must do these things

A Member or Occupier must:

- (a) keep their lot clean and in good repair;
- (b) clean the windows and, to the extent that there is direct access to the exterior of the lot from their lot, the exterior of their lot, and keep them in good repair;
- (c) promptly repair all broken glass or replace it with glass of the same or similar quality;
- (d) keep any plants, gardens and lawns on their lot trimmed, well watered and in good condition;
- (e) keep their lot secure;
- (f) use the Services, driveways, pathways and any other facilities in a lot or on any part of the Common Property only for their designated purpose;
- (g) use any items placed on the Common Property by the Owners Corporation only for their designated purpose;
- (h) promptly notify the Owners Corporation on becoming aware of:
 - (i) any damage or defect in a lot, the Common Property or to any Services; and
 - (ii) anything likely to cause danger or risk to any person or property in or near a lot or the Common Property;
- (i) must be appropriately clothed when on any part of a lot visible from another lot and when on any part of the Common Property; and
- (j) comply with any parking directions given orally or published by the Owners Corporation in respect of parking and driving on or about the Common Property.

3.2 A Member may do these things with Owners Corporation consent

A Member or Occupier may do any of the following if it gets Owners Corporation consent first:

- (a) install on, attach to or hang from the exterior of any lot or any part of the Common Property any sign, furnishing, device, aerial, satellite dish, cable television or any other object;
- (b) install, attach or hang any window coverings or awnings;
- (c) install any blinds, bars, screens, grilles or other window or door furnishings or fittings on the exterior of any windows or doors;

- (d) put anything in their lot which is visible from outside their lot and is inconsistent with the appearance of other lots or the Common Property;
- (e) hang a wind chime or other item on or from a balcony or terrace;
- (f) store or use dangerous or flammable substances except Owners Corporation consent is not needed for storage or use of dangerous or flammable substances:
 - (i) in the normal conduct of the Member's or Occupier's use of their lot;
 - (ii) only in such quantities permitted by law; and
 - (iii) only if stored strictly in accordance with all relevant safety standards; and
- (g) do anything which may cause any insurance premium payable by the Owners Corporation to be increased.

3.3 A Member must not do these things and must remove such items as requested

A Member or Occupier must not:

- (a) obstruct the lawful use of Common Property by any person;
- (b) make any noise or behave in a way likely to interfere with the peaceful enjoyment of any person in another lot or lawfully using Common Property;
- (c) allow any hazardous, noxious, offensive or unlawful thing to happen including anything causing annoyance, nuisance, danger or damage to any person or property;
- (d) paint, finish, mark, damage, deface or otherwise alter the exterior of any building or improvement forming part of any lot or the Common Property;
- (e) tint or otherwise treat any windows or other glazed parts of their lot or the Common Property;
- (f) obstruct any of the entrances, exits or passages to any lot or to or on the Common Property;
- (g) throw anything over any balcony or from any Common Property;
- (h) do anything which may invalidate or suspend any insurance policy effected by the Owners Corporation;
- (i) hinder or obstruct any contractor or workman employed by the Owners Corporation;
- (j) use offensive language or behave in a way which may cause offence or embarrassment to another person;
- (k) subject to Rule 26.4, smoke or drink alcohol in any part of the Common Property;

- (l) throw cigarette butts or cigarette ash on the Common Property;
- (m) allow any child under the Member's or Occupier's control to play on any part of the Common Property;
- (n) allow any child under the Member's or Occupier's control to be in any part of the Common Property which may be dangerous or hazardous to children, including any car park, driveway, stairs or swimming pool, unless the child is with an adult;
- (o) allow any person under the Member's or Occupier's control to use skateboards, roller skates or roller blades on the Common Property;
- (p) remove any item from the Common Property which has been placed there by the Owners Corporation;
- (q) interfere with or modify any Services;
- (r) interfere with or modify any intercom, television aerial or communication system;
- (s) enter any plant room;
- (t) operate any electronic or other equipment which interferes with any television, radio, telephone, computer or domestic appliances lawfully being used on any other lot or the Common Property;
- (u) install or use any intruder alarm which makes a sound which can be heard from outside their lot;
- (v) use a barbecue or other cooking appliance on any Common Property except any barbecue supplied by the Owners Corporation on Common Property and then only in accordance with any direction issued by the Owners Corporation regarding its use;
- (w) hang any clothing, towel, bedding or other item in a place which can be seen from outside their lot;
- (x) except in accordance with Rule 17, put up any 'for sale' or 'for lease' signs on Common Property; and
- (y) damage any plants, gardens and lawns on the Common Property.

3.4 Damage to Common Property

A Member or Occupier must immediately pay to the Owners Corporation any costs the Owners Corporation incurs for making good any damage to Common Property and the Services caused by the Member or Occupier.

4. Rubbish disposal

4.1 A Member must do these things

A Member or Occupier must:

- (a) keep rubbish in appropriate containers and make sure rubbish is cleared on collection days; and
- (b) comply with any directions of the Owners Corporation concerning disposal or recycling of rubbish.

4.2 Specific things a Member must do

Without limiting Rule 4.1, a Member or Occupier must:

- (a) clean, drain and place glass, unbroken, in the area which the Owners Corporation provides for this purpose;
- (b) store recyclable items, including paper and plastic, in the area which the Owners Corporation provides for this purpose;
- (c) flatten cardboard and packaging and place it neatly in the area which the Owners Corporation provides for this purpose; and
- (d) drain and securely wrap rubbish in small parcels or bags and put them in the rubbish chute if there is one.

4.3 A Member must not do these things

A Member or Occupier must not:

- (a) leave any rubbish, pallet, equipment or articles of any kind on the Common Property except in a receptacle or area specifically provided for that purpose by the Owners Corporation;
- (b) deposit any hard rubbish or flammable materials through any rubbish chute; or
- (c) burn rubbish or other materials in their lot or on the Common Property.

4.4 Retail area

Without limiting any other Rule, the Occupier of any lot used as a restaurant, café or other retail purpose must:

- (a) take out their own rubbish bins on each rubbish collection day to the bin collection area nominated by the Owners Corporation and bring the bins in before 9.00 am on each collection day Monday to Saturday, and before 10.00 am on Sundays;
- (b) avoid unnecessary noise when filling rubbish bins and make sure that contractors pick up the bins between the hours of 6.00 am and 9.00 am Monday to Saturday, and 6.00 am and 10.00 am Sundays;
- (c) make sure that lids on the bins are securely closed at all times and that the bins are kept clean;
- (d) store all bins, bottles, cardboard, paper and any other refuse within their lot (but not any car park forming part of their lot) or in the area which the Owners Corporation provides for this purpose;

- (e) only place rubbish bins, bottles, cardboard, paper or any other refuse on Common Property provided by the Owners Corporation for rubbish bin and recycling collection at the appropriate times for collection;
- (f) make sure that any perishable rubbish is refrigerated and hidden from view; and
- (g) wash rubbish bins only within their lot (excluding any car park forming part of their lot) or in the area which the Owners Corporation provides for this purpose.

5. Animals

5.1 Members must not keep animals

A Member or Occupier must not keep any animals in or near their lot or the Common Property, except for disability assistance dogs (**Permitted Animals**).

5.2 Rules for Permitted Animals

A Member or Occupier must make sure that any Permitted Animal:

- (a) is properly restrained and kept on a leash or carried in a cage at all times when on Common Property;
- (b) does not urinate or defecate on Common Property;
- (c) enters or leaves their lot through the basement and not through the main entrance lobby, if there is one; and
- (d) is permanently removed from their lot or the Common Property after the Member or Occupier is requested to do so by the Owners Corporation if the Owners Corporation has resolved that the *Permitted Animal is causing a nuisance.

6. Vehicles on the Common Property

6.1 A Member must do these things

A Member or Occupier must:

- (a) only use car parking spaces to park vehicles;
- (b) promptly clean up any oil or other fluid emitted by any vehicle the Member or Occupier brings into the Common Property;
- (c) observe any parking directions given by the Owners Corporation;
- (d) observe every traffic sign on or at the entrance or exit of any car parking spaces;
- (e) observe any condition of entry of the Owners Corporation concerning the car parking spaces;
- (f) make sure that any vehicle is parked wholly within a marked car parking space; and

6.2 A Member must not do these things

A Member or Occupier must not:

- (a) park in a lot that is not owned or occupied by them without the permission of the relevant lot owner;
- (b) park or leave a vehicle on Common Property so as to obstruct a driveway or entrance to a lot, or in any place other than in parking areas specified by the Owners Corporation;
- (c) leave any unregistered vehicle on a lot or on the Common Property;
- (d) park in an area allocated for visitor parking; or
- (e) allow a visitor to park in a visitor parking area for more than 48 hours.

6.3 The Owners Corporation may do these things

The Owners Corporation may:

- (a) move any vehicle which is not parked wholly within a marked car parking space;
- (b) move any vehicle which is not parked in the spot designated for that vehicle;
- (c) install traffic signs in the car parking area and the entrances and exits to the car parking area; and
- (d) designate car parks, including by numbering or line marking.

7. Bicycle storage

A Member or Occupier must:

- (a) store any bicycle in the area which the Owners Corporation provides for this purpose; and
- (b) not bring any bicycle into a lot or any part of the Common Property, including the foyers, stairwells, hallways, garden areas, balconies or any other area designated by the Owners Corporation.

8. Storage cage

A Member or Occupier must:

- (a) not install a storage cage without Owners Corporation consent;
- (b) only line storage cages with black shade cloth; and
- (c) not modify the external appearance of a storage cage.

9. Using the Gym and Pool

9.1 Meaning of words

In these Rules:

Gym means any part of the Common Property designated by the Owners Corporation as a gymnasium;

Pool means any swimming pool, spa or wading pool on the Common Property; and

Pool Area means the area surrounding the Pool as designated by the Owners Corporation.

9.2 Rules for using the Gym and Pool

The following Rules apply to the use of the Gym, the Pool and the Pool Area:

- (a) the Gym, Pool and Pool Area may only be used by Members, Occupiers and their guests;
- (b) guests may use the Gym, Pool and Pool Area only if accompanied by a Member or Occupier;
- (c) appropriate clothing and footwear must be worn in the Gym, Pool and Pool Area;
- (d) no food or alcohol can be taken into the Gym, Pool or Pool Area;
- (e) smoking is not permitted in the Gym, Pool or Pool Area;
- (f) the hours of use for the Gym, Pool and Pool Area are between 6.00am and 10.00pm 7 days a week;
- (g) only Members, Occupiers and guests who have had a fitness evaluation may use the Gym equipment;
- (h) children are not permitted in the Gym;
- (i) Gym users must bring their own towels to use on the Gym equipment;
- (j) Gym users must wipe down all Gym equipment after use;
- (k) children are permitted in the Pool or Pool Area only if accompanied and supervised by an adult;
- (l) no glass can be taken into the Pool or Pool Area;
- (m) Pool users must shower before entering the Pool;
- (n) Pool users must dry themselves before leaving the Pool Area;
- (o) running and ball games are not permitted in the Pool and Pool Area; and
- (p) all users of the Gym, Pool and Pool Area do so at their own risk.

10. Using the Conference Rooms

10.1 Meaning of words

In these Rules:

Conference Rooms means:

- (a) the conference room located on the Common Property on Level 1 of the Building; and
- (b) any other meeting rooms, designated by the Owners Corporation, on the Common Property Level 1.

Booking Request has the meaning given to it under rule 10.2(d):

10.2 Conference Rooms Booking Guidelines:

The following Rules apply to booking the Conference Rooms:

- (a) The Conference Rooms booking guidelines are determined by the building manager acting reasonably, fairly and in the interests of all Members and Occupiers, from time to time and must be made available to Members and Occupiers.
- (b) Subject to availability, the Conference Rooms may be booked by Members and Occupiers.
- (c) Any Booking Request must be made with the building manager.
- (d) The Booking Request means a written request:
 - (i) Made and signed by the Member or Occupier;
 - (ii) containing the words "CONFERENCE ROOMS BOOKING REQUEST" on top of the request;
 - (iii) including the conference date and day that the Conference Rooms are to be booked;
 - (iv) conference start and finish times;
 - (v) number of conference attendees (maximum not to exceed 100);
 - (vi) nature of the event or conference;
 - (vii) the Member or Occupier's full names, surname, lot number and contact numbers; and
 - (viii) any special requirements.
- (e) The Booking Request must be provided to the building manager, by way of facsimile, email or by hand or as directed by the building manager from time to time, during business hours, Monday to Friday 8.30am to 05.00pm, With no less than:

- (i) 2 days prior to the conference date for conferences and meetings with no more than 10 attendees; and
 - (ii) 14 days prior to the conference date for conferences and meetings with more than 10 attendees
- (f) The building manager must, following receipt of the Booking Request, confirm in writing acceptance of or decline the Booking Request.
 - (g) If the Booking Request is declined, the building manager must provide its reason.
 - (h) If the Booking Request is accepted (***Booking Request Acceptance***), the building manager must confirm and inform the Member or Occupier thereof.
 - (i) The Member or Occupier must pay a refundable deposit within two business days following receipt of the Booking Request Acceptance.
 - (j) The building manager may deduct from the deposit any reasonable amount for special requirements, cleaning and repairs for damages caused following the event or conference. If the deposit is insufficient the Member or Occupier will be held liable for any associated costs.

10.3 What the Members and Occupiers may not:

Subject to the discretion of the building manager acting reasonably, fairly and in the interests of all Members and Occupiers, the Members and Owners must not book the Conference Room:

- (a) more than once a week; and
- (b) for a continued period exceeding 3 hours.

11. Building works

11.1 No building works without Owners Corporation consent

A Member or Occupier must get Owners Corporation consent before they may do any building works relating to the lot or the Services (for example, demolishing walls or altering the interior design of a lot).

11.2 The process for building works

For any proposed building works under this Rule, the Member or Occupier must:

- (a) if the Owners Corporation asks, promptly give the Owners Corporation copies of all detailed drawings and other specifications of the proposed building works;
- (b) follow the reasonable requirements and directions of the Owners Corporation;
- (c) engage only qualified trades people, holding all necessary and current licences and insurance to do the works, as approved by the Owners Corporation, and give a copy of the licences and the insurance policy or certificate of currency for the policy to the Owners Corporation;

- (d) make sure the proposed building works are done in a proper and workmanlike way and following any drawings and specifications;
- (e) get any necessary permits or approvals to allow the proposed building works to be done and give copies of them to the Owners Corporation;
- (f) make sure that the proposed building works comply with all laws, including getting an occupancy permit or final inspection, when necessary; and
- (g) make sure the proposed building works are done at times and in a way that minimises damage, disturbance and inconvenience to others.

11.3 Restrictions on building works

The Member or Occupier must make sure that they and their agents and contractors doing the building works comply with these restrictions:

- (a) no building materials may be stacked or stored outside their lot;
- (b) no scaffolding may be erected on the Common Property or the exterior of their lot;
- (c) building works must be done during times permitted by local laws, as required by any responsible Authority;
- (d) the exterior of any building on the lot and the Common Property must be clean and in a safe state at all times;
- (e) construction vehicles and construction worker's vehicles must not be brought into or parked on the Common Property;
- (f) the method of building operations, means of access, use of Common Property, on-site management, building protection and hours of work must comply with the reasonable directions of the Owners Corporation;
- (g) access to other lots or the Common Property to install or maintain Services or to do any building works requires the consent of the owner of the relevant lot or, in the case of Common Property, the consent of the Owners Corporation; and
- (h) no interference to be caused to the retail or commercial operations within the Development, including restricting access to lots on which retail or commercial activities take place.

11.4 Damage to Common Property

- (a) A Member or Occupier must immediately:
 - (i) repair any damage to the Common Property and Services caused by the building works; and
 - (ii) clean and remove any dirt, debris or other rubbish resulting from the building works.
- (b) If the Member or Occupier breaches this Rule 11, the Member or Occupier indemnifies the Owners Corporation against any damage, expense, loss or

liability incurred by the Owners Corporation if the Owners Corporation makes good any damage to, or cleans, the Common Property and the Services.

11.5 The Member must pay Owners Corporation costs

If the Owners Corporation requires advice from an architect or other consultant concerning the proposed building works, the Member or Occupier must pay on demand the reasonable fees and expenses which the Owners Corporation incurs for seeking that advice.

12. Receiving or delivering Large Items

12.1 Meaning of words

In this Rule:

Large Items means furniture, goods, equipment or any item which may damage or obstruct any part of the Common Property; and

Subject to Rule 12.2, **Route** means the part of the Common Property through which the Member or Occupier proposes to move a Large Item.

12.2 Moving Large Items

When delivering or receiving Large Items, the Member or Occupier must:

- (a) notify the Owners Corporation of the Member's or Occupier's intention to move the Large Items at least 48 hours before the proposed move;
- (b) allow a representative of the Owners Corporation to be present when the Large Items are moved;
- (c) comply with all directions of the Owners Corporation, including the date and time for moving the Large Items and coordinating removalists or tradespeople involved in the move;
- (d) only use those parts of the Common Property, and at such times, as the Owners Corporation allows;
- (e) only use service lifts or lifts designated by the Owners Corporation and not use passenger lifts to carry the Large Items and, if the Owners Corporation requires, only after the Owners Corporation has placed protective covers in the lift to minimise damage;
- (f) not allow any Large Items to contact lift doors or walls, including static contact by leaning or stacking the Large Items against the lift door;
- (g) not restrict access to any lifts, lobbies, fire escapes or car parking area; and
- (h) not carry the Large Items through any building or the Common Property unless the Owners Corporation consents first.

12.3 Damage to Common Property

- (a) Subject to Rule 12.2, before a Member or Occupier may move a Large Item, they must inspect the Route with the Owners Corporation to establish the state of repair of the Route.
- (b) A Member must immediately:
 - (i) repair any damage to the Common Property and Route caused by moving the Large Items;
 - (ii) remove any rubbish, including paper, boxes or cartons; and
 - (iii) pay to the Owners Corporation any costs the Owners Corporation incurs for making good any damage to or cleaning of the Common Property and the Route.

12.4 Moving in and vacating

Without limitation, Rule 12 applies to any items moved into or out of a lot when a Member or Occupier moves into or vacates a lot.

13. Members not to damage structures

13.1 Structural integrity of buildings

A Member or Occupier must not do anything that may interfere with:

- (a) any support or shelter given by a lot or a part of the Common Property for any other lot or any other part of the Common Property;
- (b) the structural or functional integrity of their lot, or any building or improvement on any part of the Common Property; or
- (c) the Services.

13.2 Floor loading

A Member or Occupier must observe the maximum floor loadings of their lot, and any building or improvement on any part of the Common Property.

14. Obeying laws

A Member or Occupier must obey any law or notice from an Authority requiring the Member or Occupier to do or stop doing anything.

15. Emergency procedures

15.1 Fire drills

A Member or Occupier must:

- (a) observe all fire and emergency drills. This includes participating in any building evacuation;

- (b) make sure that they are aware of all safety and emergency procedures; and
- (c) follow the directions of any person who the Owners Corporation nominates as a fire warden to supervise the orderly evacuation of their lot and the Common Property during any drill or emergency.

15.2 Imminent danger

If there is any danger or threat concerning their lot or the Common Property (for example, a bomb threat), a Member or Occupier must immediately

- (a) notify the Owners Corporation of the danger or threat;
- (b) obey Owners Corporation instructions, including evacuating the lot or the Common Property; and
- (c) obey the instructions of the police, fire brigade or any other relevant Authority.

15.3 Emergency equipment

A Member or Occupier must:

- (a) not use or interfere with any fire safety or other emergency equipment except in the case of an emergency;
- (b) not obstruct any fire stairs or fire escape;
- (c) comply with all fire laws in respect of their lot, including installing all required fire fighting equipment and smoke detectors;
- (d) make sure that all fire safety and other emergency equipment installed in their lot are properly maintained and tested, and that back up batteries for smoke detectors are replaced as necessary; and
- (e) not cause a false fire alarm. If the Owners Corporation incurs a cost from the responsible fire Authority because of a false fire alarm, the Owners Corporation may recover the cost from the Member or Occupier responsible.

15.4 Fire control

The Owners Corporation may secure and keep the Common Property and any lots safe from fire or other hazards. This includes:

- (a) permanently or temporarily closing off and restricting access to any part of the Common Property not required for access to a lot; and
- (b) allowing a part of the Common Property to be used for security purposes, including monitoring security and safety of lots, even if this means excluding Members and Occupiers from using that part of the Common Property.

16. Security

16.1 Owners Corporation may issue Security Keys

The Owners Corporation may:

- (a) restrict access to any part of the Common Property by securing that part and restricting access to Security Key holders;
- (b) make the number of Security Keys it determines necessary available to Members or Occupiers free of charge; and
- (c) charge a reasonable fee for any additional Security Key requested by a Member or Occupier.

16.2 Members cannot copy keys or change locks

A Member or Occupier must:

- (a) not make any unauthorised copies of Security Keys;
- (b) immediately tell the Owners Corporation if a Security Key is lost or damaged; and
- (c) not change the locks on any Common Property.

16.3 Security Keys are Members' responsibility

A Member or Occupier:

- (a) is responsible for the safe keeping of their Security Keys;
- (b) must make sure that their Security Keys are not used by any person other than another Member or Occupier; and
- (c) must include a requirement in any lease or licence for the tenant or licensee to return the Security Keys to the Member or Occupier at the end of tenant's or licensee's occupation of their lot.

16.4 Security of Common Property

- (a) A Member or Occupier must not do anything which may prejudice the security or safety of the Common Property or any person in or near the Common Property.
- (b) A Member or Occupier must not allow anyone to follow them through security doors or entrances into any part of the Common Property.
- (c) Security cameras may be operating and recording throughout the Common Property.

17. Advertising Space

17.1 Owners Corporation may allocate Advertising Space

The Owners Corporation may allocate any part of the Advertising Space to a Member or Occupier.

17.2 Member or Occupier must give their details and pay costs

If the Owners Corporation allocates any Advertising Space to a Member or Occupier under Rule 17.1, the Member or Occupier must:

- (a) give the Owners Corporation details of the trading name, trade mark or corporate logo (**Member's Sign**) that it requires to be entered on the Advertising Space when the Owners Corporation asks;
- (b) pay all costs incurred by the Owners Corporation for entering the Member's Sign on the Advertising Space; and
- (c) pay any reasonable yearly fee set by the Owners Corporation to maintain the Member's Sign. The fee is payable by quarterly instalments, due in advance, at the same time and in the same way as the Owners Corporation fees.

17.3 Design of entry at the discretion of Owners Corporation

- (a) The design, style, format, colour and size of the entries on the Advertising Space are entirely at the discretion of the Owners Corporation and building manager (acting reasonably, fairly and in the interests of all Members and Occupiers).
- (b) Members and Occupiers acknowledge that there may be a limited amount of Advertising Space. The Owners Corporation does not have to enter a Member's Sign on the Advertising Space if there is insufficient space for a Member's Sign or the building manager determines (acting reasonably, fairly and in the interests of all Members and Occupiers), that it does not fit the aesthetics of the Building.

17.4 Owners Corporation must maintain the Advertising Space

The Owners Corporation must use reasonable endeavours to make sure the Advertising Space is kept clean and in good condition.

18. Access to a lot by the Owners Corporation

- (a) After giving a Member or Occupier at least 1 day notice, the Owners Corporation may enter a lot to:
 - (i) inspect the interior of the lot;
 - (ii) inspect and test any Services;
 - (iii) trace and repair any leak from or defect in any Service; and
 - (iv) maintain the Services.
- (b) The Owners Corporation may enter a lot at any time without giving notice to the Member or Occupier in an emergency.
- (c) In exercising the Owners Corporation's right under this Rule 18, the Owners Corporation must use reasonable endeavours to cause as little disruption as possible to the Member's or the Occupier's use of the lot.

- (d) If the Owners Corporation repairs a leak or defect in any Service which is caused by the Member or Occupier, the Member or Occupier must pay on demand by the Owners Corporation all costs incurred by the Owners Corporation in repairing the leak or defect.

19. Developer may install advertising signs

Until either:

- (a) 5 years after the date of registration of the Plan; or
- (b) the Developer no longer owns a lot on the Plan,

whichever happens first, the Developer or any agent of the Developer may erect 'for sale' or other advertising signs (**Developer's Signs**) on any part of the Common Property as long as the Developer:

- (c) gives the Owners Corporation details of the Developer's Signs, including their proposed location;
- (d) pays all costs for erecting the Developer's Signs;
- (e) 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
- (f) repairs any damage to the Common Property caused by the Developer.

20. Compliance with Rules by others

20.1 Invitees

A Member or Occupier must take all reasonable steps to make sure that their invitees obey these Rules. If their invitees do not obey these Rules, the Member or Occupier must immediately make sure their invitees leave their lot and the Common Property. The Owners Corporation may remove any person from the Common Property if the Owners Corporation believes that person is behaving inappropriately.

20.2 Tenants and licensees

A Member or Occupier of a lot subject to a lease or licence must:

- (a) take all reasonable steps (including any action available under the lease or licence) to make sure any tenant or licensee of the lot and their invitees obey these Rules; and
- (b) make sure that the lease or licence contains a condition requiring the tenant or licensee to obey these Rules.

20.3 Contractors

A Member or Occupier must make sure that their contractors enter and exit through the basement only (if there is one) or through the means of access nominated by the Owners Corporation.

20.4 Leasing or selling agents

- (a) Other than were the Owners Corporation has entered into an exclusive letting agent agreement, a Member or Occupier of a lot must make sure that any selling or leasing agent engaged by the Member or Occupier does not place any exhibit or advertising boards on Common Property or on a footpath.
- (b) If a Member or Occupier has an auction or open for inspection of their lot, they must make sure that they engage a selling or leasing agent to attend the auction or open for inspection. The selling or leasing agent must:
 - (i) dress appropriately and professionally;
 - (ii) control the front entry to their lot as well as the main entry to the Common Property;
 - (iii) monitor any person who enters for the auction or open for inspection and make sure that person conducts themselves appropriately;
 - (iv) escort any person attending the auction or open for inspection to and from the main entry of the Common Property to and from their lot; and
 - (v) comply with the reasonable requests and directions of any resident building manager and the Owners Corporation regarding the conduct of the auction or open for inspection.

20.5 Functions or parties

If a Member or Occupier holds a function or party involving 10 or more guests, the Member or Occupier must:

- (a) engage appropriate security at the main entrance of the Common Property to greet, admit and escort any guest to and from the appropriate lift and to provide security during the function;
- (b) notify the other Members or Occupiers of lots, and any resident building manager, of the function; and
- (c) make sure that the security staff they employ comply with the reasonable requests and directions of any resident building manager and the Owners Corporation.

21. Owners Corporation may recover costs

21.1 Owners Corporation may fix a Member's breach

If a Member or Occupier breaches these Rules the Owners Corporation may, at the Member's or Occupier's cost, do anything the Member or Occupier should have done under these Rules but which has not been done or which the Owners Corporation reasonably considers has not been done properly.

22. Owners Corporation may take action for a breach of these Rules

22.1 Owners Corporation may issue proceedings

The Owners Corporation may:

- (a) issue proceedings;
- (b) impose a fine or penalty; or
- (c) both issue proceedings and impose a fine or penalty,

on any Member or Occupier who breaches any Rule.

22.2 Penalty interest

A Member or Occupier must pay to the Owners Corporation on demand interest at the rate each year equal to the current rate fixed under section 2 of the *Penalty Interest Rates Act 1983 (Vic)* on any money payable by the Member or Occupier to the Owners Corporation, including owners corporation fees and levies, which remains unpaid after the due date. Interest will be computed from the date on which the payment became due.

23. Owners Corporation consent

- (a) Where anything depends on the consent or approval of the Owners Corporation then, unless these Rules provide otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of the Owners Corporation.
- (b) Any consent or approval of the Owners Corporation means the prior written consent, approval or authority.
- (c) A consent or approval of the Owners Corporation may be revoked.
- (d) A conditional consent or revocation of consent made by the Owners Corporation may be evidenced by a minute of a resolution of the Owners Corporation.

24. Member complaints

A complaint or request for approval by a Member or Occupier made to the Owners Corporation must be in writing and sent to the managing agent, if there is one, or to the secretary of the Owners Corporation.

25. Member indemnity

The Member or Occupier of each lot must indemnify and hold harmless the Owners Corporation against all claims resulting from any damage, loss, death or injury in connection with that Member's or Occupier's lot, or their use and occupation of that lot or the Common Property except to the extent that such claims arise out of the negligence of the Owners Corporation.

26. Using a lot for business

26.1 Member must comply with law

- (a) A Member or Occupier must not use their lot or any part of the Common Property for any trade or business unless:
 - (i) the Owners Corporation consents; and
 - (ii) the trade or business does not cause any nuisance to occupiers of other lots; and
 - (iii) they comply with any health, noise and other laws and regulations governing the proposed trade or business, including getting any necessary permit, licence and insurance; and
 - (iv) the planning scheme permits the lot or that part of the Common Property to be used for the proposed trade or business.
- (b) Rule 26.1 (a) does not apply if the lot is a Serviced Apartment or the lot is being used by a Member or Occupier as barristers' chambers.

26.2 Serviced Apartments

- (a) A Member or Occupier of a lot which is a Serviced Apartment is permitted without the consent of the Owners Corporation to use the lot as a serviced apartment.
- (b) A Member or Occupier of a lot which is not a Serviced Apartment must not allow or permit the lot to be used as a serviced apartment.

26.3 Additional obligations concerning rubbish disposal

Without limiting any other rule, a Member or Occupier of any lot used for any trade or business must:

- (a) take out their own bins on each rubbish collection day and bring the bins in within one hour of the bins being emptied;
- (b) make sure bin lids are securely closed;
- (c) make sure bins are kept clean;
- (d) make sure all cardboard and paper is cut or folded and fits into the bins;
- (e) store all bins in appropriate areas of the lot;
- (f) not leave rubbish on Common Property;
- (g) not make unnecessary noise when filling bins; and
- (h) not carry on the trade or business (nor allow access to their lot for cleaning) outside the hours of 7.00am and 11.00pm on weekdays and 7.00am and 12.00 midnight on weekends.

26.4 Specific rule concerning alcohol and food consumption on Common Property

Despite any other rule to the contrary, glassware may be used, and food and alcohol may be consumed, on Common Property which is:

- (a) immediately adjacent to a lot used as a licensed restaurant, bar or café; and
- (b) licensed by the Owners Corporation to the Member or Occupier for ancillary use to that trade or business.

26.5 Additional obligations concerning fire control

In any lot used for trade or business:

- (a) all upholstered furnishings, curtains, carpets and other fixtures and fittings installed must:
 - (i) be flame retardant or treated with flame retardant to minimise the risk of ignition; and
 - (ii) have low flammability and flame spread; and
- (b) wall and ceiling linings must be non-combustible.

26.6 Additional obligations for retail business

- (a) Without limiting any other Rule, the Occupier of any lot used as a restaurant, café or other retail purpose must:
 - (i) comply with all health, noise and other regulations in carrying on the business from the lot;
 - (ii) restrict all deliveries to occur only between 7 am and 9 pm daily;
 - (iii) keep the grease traps clean and arrange for the grease traps to be emptied and maintained at the Member's cost;
 - (iv) not permit electronic gaming machines;
 - (v) make all reasonable attempts to address or treat any odours that emanate from the lot;
 - (vi) make sure that all wall, floor and ceiling linings and treatments are acoustically treated to an acoustic performance level of RW50; and
 - (vii) not operate the business (nor allow access to the lot for cleaning) except between 7.00am and 11.00pm on weekdays and 7.00am and 12.00 midnight on weekends.
- (b) Despite anything else contained in these Rules but subject to Rule 26.6(c), the Occupier of any retail lot may carry on their reasonable business operation and apply for any liquor licence, planning permit or other legislative consent or permit which the Member or Occupier of that retail lot may apply for, so long as the Member or Occupier:

- (i) operates their business lawfully;
 - (ii) obtains all liquor licences or other permits or consents required by law; and
 - (iii) conducts their business in accordance with any liquor licence, permit, consent and all relevant laws.
- (c) Any Member or Occupier of a retail lot (including any office or suite) may not carry on any business or other operation which involves the letting, tenancy or leasing of any lot on the Plan.

27. Dispute resolution

27.1 Application of this Rule

The grievance procedure set out in this Rule 27 applies to disputes involving a Member, Occupier, manager or the Owners Corporation.

27.2 Procedure for dispute resolution

- (a) The party making the complaint must prepare a written statement in the approved form.
- (b) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- (c) 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.
- (d) Delivery of the statement required under Rule 27.2(a) is sufficient notice under Rules 27.2(b) and 27.2(c).
- (e) 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.
- (f) A party to the dispute may appoint a person to act or appear on their behalf at the meeting.

27.3 Dispute not resolved

- (a) If the dispute is not resolved, the grievance committee or the Owners Corporation must notify each party of their 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.

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