

Contract of Sale of Land

Property:

**Unit 3408, 63 LA TROBE Street, MELBOURNE VIC
3000**

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:041706

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

EXCEPTIONS: the 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; 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 previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on/...../2024

Print names(s) of person(s) signing:

State nature of authority, if applicable:

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2024

Print names(s) of person(s) signing: INDRIANI ISMAIL ING

State nature of authority, if applicable:

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

Table of Contents

PARTICULARS OF SALE

SPECIAL CONDITIONS

GENERAL CONDITIONS

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAND LAW
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENTIAL CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

GUARANTEE & INDEMNITY

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Particulars of Sale

Vendor's estate agent

Name: XYNERGY--Lisa Suryawan
Address:
Email: lisa.s@xynergy.com.au
Tel: 0450 540 168 Mob: Fax: Ref:

Vendor

Name: INDRIANI ISMAIL ING
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Link West Conveyancing
Address: 45/JUPITER DRIVE, Truganina VIC 3029
Email: jeff@linkwestconveyancing.com.au
Tel: 0490 118 948 Mob: Fax: Ref: 041706

Purchaser's estate agent

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12430 Folio 454	3408	PS 811190V

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement. The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 3408, 63 LA TROBE Street, MELBOURNE VIC 3000

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

Payment

Price \$ _____

Deposit \$ _____ by _____ (of which _____ has been paid)

Balance \$ _____ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- This sale is a sale of a 'going concern' if the box is checked
- The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

- a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years
- OR
- a residential tenancy for a fixed term ending on 20/12/2024
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. (Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)

Loan (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: _____

Loan amount: no more than _____ Approval date: _____

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

Special condition 1 – Payment

General condition 14 is replaced with the following:

14. Deposit

14.1 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.

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

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

14.3 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.

14.4 Payments may be made or tendered:

- (a) up to \$1,000 in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.5 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.

14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

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

Special condition 2 – Acceptance of title

Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit

release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:

- (a) the price includes GST; or
- (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is “plus GST” or under general condition 19.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Adjustments

Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of \$150 PLUS GST for the delay in receiving the Statement of Adjustments.

Special condition 5 – Service

General condition 27 is replaced with the following:

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor’s legal practitioner, conveyancer or estate agent even if the estate agent’s authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the Electronic Transactions (Victoria) Act 2000.

27.5 The expression ‘document’ includes ‘demand’ and ‘notice’, and ‘Service’ includes ‘give’ in this contract.

Special condition 6 – Electronic conveyancing

6.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered

proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

6.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

6.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

6.4 The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

6.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

6.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

6.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

6.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

6.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the Electronic Network Operator of settlement.

Special condition 7 – Condition of the Property

7.1 The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.

7.2 The property and any chattels are sold:

- (a) in their present condition and state of repair.
- (b) subject to all defects latent and patent.
- (c) subject to any infestations and dilapidation.
- (d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property.
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
- (f) subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto

7.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

7.4 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

7.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

7.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

Special condition 8 – Deposit

In the event that the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the vendor.

Special condition 9 – Forms of Payment

Deposit Bonds or Bank Guarantees are NOT acceptable as forms of payment in this contract.

Special condition 10 – Default not remedy

General conditions 35.4 of the contract of sale is added:

Should the settlement is not completed on due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

- 10.1 Interests on any loan secured on the property from the original settlement date until the property can settle.
- 10.2 Penalties, interest and charges incurred as a result of not being able to settle a purchase of another property.
- 10.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

Special condition 11 – Defects Liability – This special condition does not apply for any existing dwellings.

The vendor warrants that any defects in materials or workmanship in the construction of the Property, of which the Purchaser has given the Vendor written notice within 90 days from the date of settlement will be notified to the builder and the builder will be required to repair in a proper and workman like manner at the vendor's or builders expense as soon as practical, but within 14 days of notification.

Special Condition 12 - Rescheduled Settlement

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative \$150 PLUS GST at the settlement for each request.

Special Condition 13 - SWIMMING POOL AND/OR SPA

In the event there is a swimming pool and/or spa situated on the property the Vendor discloses that the swimming pool and/or spa including the barrier and fencing may not comply with current regulations and or legislation. The Vendor will not be responsible for arranging or ensuring compliance of the spa/pool or installation of the barrier (if applicable) and will not be required to provide the compliance certificate prior to settlement. The Purchaser accepts the spa/pool in its present state and repair.

Special condition 14- OWNER CORPORATION:

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requestion, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

- 1.1 In this general condition “electronic signature “means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. 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.

3. 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.

4. NOMINEE

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

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out in the header of this page
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.

- 6.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

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

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

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

- (a) a release from the secured party releasing the property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

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

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 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.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 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 together with any amounts to be withheld in accordance with general conditions 24 and 25 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.
- 14.4 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.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the [Banking Act 1959 \(Cth\)](#) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 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.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace (“workspace”) as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser’s incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgment network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 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:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable 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
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) 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.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 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.
- 19.6 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.
- 19.7 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.

20. LOAN

- 20.1 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.
- 20.2 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, together with written evidence of rejection or non-approval of the loan, 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.

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

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 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.

23.2 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.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days

of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 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, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. 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.

30. TERMS CONTRACT

30.1 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.

30.2 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.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

31.2 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.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

31.4 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 31.2 at settlement.

31.5 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.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. 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

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

34. DEFAULT NOTICE

34.1 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.

34.2 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.

35. DEFAULT NOT REMEDIED

35.1 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.

35.2 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.

35.3 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.

35.4 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.

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

GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the Sole Director / Directors of			ACN

(Called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- c) by time given to the Purchaser for any such payment performance or observance;
- d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name	<input style="width: 95%; height: 30px;" type="text"/>	<input style="width: 95%; height: 30px;" type="text"/>
------------	--	--

In the presence of

Director(Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name	<input style="width: 95%; height: 30px;" type="text"/>	<input style="width: 95%; height: 30px;" type="text"/>
------------	--	--

In the presence of

Director(Sign)

Witness

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	UNIT 3408, 63 LA TROBE STREET, MELBOURNE VIC 3000
-------------	---

Vendor's name	INDRIANI ISMAIL ING	Date	/ /
Vendor's signature	_____		

Purchaser's name		Date	/ /
Purchaser's signature	_____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

The total amount of outgoings does not exceed \$5000.00 plus Owner Corporation fee/Land tax if applicable.

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

Not Applicable

1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

Is in the attached copies of title document/s.

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the Vendor's knowledge, there is no existing failure to comply with the terms of any easements, covenants or other similar restriction. The purchaser should note that there may be sewers, drains, water, pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cabs and underground gas pipes laid outside any registered easement and which are not registered or required to be registered against certificate of title.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4 Planning Scheme:

See attached planning Property report

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not Applicable

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

NIL

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

NIL

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

No such Building Permit has been granted to the vendor’s knowledge

6. OWNERS CORPORATION

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

See attached

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

Not applicable

8. SERVICES

The services which are marked with an ‘X’ in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services X
---	-------------------------------------	---------------------------------------	-----------------------------------	----------------------

9. TITLE

Attached are copies of the following documents:

- 9.1 (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Is attached

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 12430 FOLIO 454

Security no : 124113968366U
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LAND DESCRIPTION

Lot 3408 on Plan of Subdivision 811190V.
PARENT TITLE Volume 11937 Folio 044
Created by instrument PS811190V 13/10/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

INDRIANI ISMAIL ING of JL. WIJAYA V NO. 1, MELAWAI, KEBAYORAN B ARU, JAKARTA
SELATAN INDONESIA
AW236625D 04/11/2022

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AQ742467Y 19/02/2018

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.

DIAGRAM LOCATION

SEE PS811190V 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)

ADMINISTRATIVE NOTICES

NIL

eCT Control 18009E PRUDENTIA LEGAL
Effective from 04/11/2022

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS811190V
OWNERS CORPORATION 2 PLAN NO. PS811190V

DOCUMENT END



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS811190V

The land in PS811190V is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1, 2, Lots 1101 - 1109, 1201 - 1209, 1301, 1302A, 1303 - 1309, 1401 - 1408, 1501 - 1509, 1601 - 1609, 1701 - 1709, 1801 - 1809, 1901 - 1909, 2001, 2003 - 2008, 2101 - 2109, 2201 - 2209, 2301 - 2307, 2401 - 2409, 2501 - 2509, 2601 - 2609, 2701 - 2709, 2801 - 2809, 2901 - 2909, 3001 - 3009, 3101 - 3109, 3201 - 3208, 3301 - 3308, 3401 - 3408, 3501 - 3503, 3505 - 3508, 3601 - 3608, 3701 - 3708, 3801 - 3808, 3901, 3903 - 3908, 4001, 4003, 4004, 4006 - 4008, 4101 - 4108, 4201 - 4204, 4205A, 4206 - 4208, 4301, 4303A, 4304 - 4308, 4401 - 4408, 4701 - 4703, 4801 - 4804, 4901, 4903, 4904, 4906, 5001 - 5006, 5101 - 5104, 5106, 5201 - 5206, 5301 - 5304, 5306, 5401, 5403, 5405, 5406, 5501, 5504, 5506, 5601, 5701, S2.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 5 171 COLLINS STREET MELBOURNE VIC 3000

OC056952B 13/10/2022

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC056954W 13/10/2022

Additional Owners Corporation Information:

OC056952B 13/10/2022

Notations:

Only the members of Owners Corporation No. 2 are entitled to use Common Property No. 2

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Lot 1101	97	97
Lot 1102	73	73



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS811190V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1103	81	81
Lot 1104	82	82
Lot 1105	54	54
Lot 1106	51	51
Lot 1107	53	53
Lot 1108	84	84
Lot 1109	84	84
Lot 1201	97	97
Lot 1202	73	73
Lot 1203	81	81
Lot 1204	82	82
Lot 1205	54	54
Lot 1206	51	51
Lot 1207	53	53
Lot 1208	84	84
Lot 1209	84	84
Lot 1301	97	97
Lot 1302A	73	73
Lot 1303	81	81
Lot 1304	82	82
Lot 1305	54	54
Lot 1306	51	51
Lot 1307	53	53
Lot 1308	84	84
Lot 1309	84	84
Lot 1401	97	97
Lot 1402	73	73
Lot 1403	81	81
Lot 1404	82	82



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS811190V**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1405	54	54
Lot 1406	51	51
Lot 1407	53	53
Lot 1408	168	168
Lot 1501	97	97
Lot 1502	73	73
Lot 1503	81	81
Lot 1504	82	82
Lot 1505	54	54
Lot 1506	51	51
Lot 1507	53	53
Lot 1508	84	84
Lot 1509	84	84
Lot 1601	97	97
Lot 1602	73	73
Lot 1603	81	81
Lot 1604	82	82
Lot 1605	54	54
Lot 1606	51	51
Lot 1607	53	53
Lot 1608	84	84
Lot 1609	84	84
Lot 1701	97	97
Lot 1702	73	73
Lot 1703	81	81
Lot 1704	82	82
Lot 1705	54	54
Lot 1706	51	51
Lot 1707	53	53



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/04/2024 10:23:51 AM

OWNERS CORPORATION 1
PLAN NO. PS811190V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1708	84	84
Lot 1709	84	84
Lot 1801	97	97
Lot 1802	73	73
Lot 1803	81	81
Lot 1804	82	82
Lot 1805	54	54
Lot 1806	51	51
Lot 1807	53	53
Lot 1808	84	84
Lot 1809	84	84
Lot 1901	97	97
Lot 1902	73	73
Lot 1903	81	81
Lot 1904	82	82
Lot 1905	54	54
Lot 1906	51	51
Lot 1907	53	53
Lot 1908	84	84
Lot 1909	84	84
Lot 2001	170	170
Lot 2003	81	81
Lot 2004	82	82
Lot 2005	54	54
Lot 2006	51	51
Lot 2007	53	53
Lot 2008	168	168
Lot 2101	97	97
Lot 2102	73	73



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/04/2024 10:23:51 AM

OWNERS CORPORATION 1
PLAN NO. PS811190V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2103	81	81
Lot 2104	82	82
Lot 2105	54	54
Lot 2106	51	51
Lot 2107	53	53
Lot 2108	84	84
Lot 2109	84	84
Lot 2201	97	97
Lot 2202	73	73
Lot 2203	81	81
Lot 2204	82	82
Lot 2205	54	54
Lot 2206	51	51
Lot 2207	53	53
Lot 2208	84	84
Lot 2209	84	84
Lot 2301	265	265
Lot 2302	73	73
Lot 2303	81	81
Lot 2304	82	82
Lot 2305	54	54
Lot 2306	51	51
Lot 2307	53	53
Lot 2401	97	97
Lot 2402	73	73
Lot 2403	81	81
Lot 2404	82	82
Lot 2405	54	54
Lot 2406	51	51



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/04/2024 10:23:51 AM

**OWNERS CORPORATION 1
PLAN NO. PS811190V**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2407	53	53
Lot 2408	84	84
Lot 2409	84	84
Lot 2501	97	97
Lot 2502	73	73
Lot 2503	81	81
Lot 2504	82	82
Lot 2505	54	54
Lot 2506	51	51
Lot 2507	53	53
Lot 2508	84	84
Lot 2509	84	84
Lot 2601	97	97
Lot 2602	73	73
Lot 2603	81	81
Lot 2604	82	82
Lot 2605	54	54
Lot 2606	51	51
Lot 2607	53	53
Lot 2608	84	84
Lot 2609	84	84
Lot 2701	97	97
Lot 2702	73	73
Lot 2703	81	81
Lot 2704	82	82
Lot 2705	54	54
Lot 2706	51	51
Lot 2707	53	53
Lot 2708	84	84



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/04/2024 10:23:51 AM

OWNERS CORPORATION 1
PLAN NO. PS811190V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2709	84	84
Lot 2801	97	97
Lot 2802	73	73
Lot 2803	81	81
Lot 2804	82	82
Lot 2805	54	54
Lot 2806	51	51
Lot 2807	53	53
Lot 2808	84	84
Lot 2809	84	84
Lot 2901	97	97
Lot 2902	73	73
Lot 2903	81	81
Lot 2904	82	82
Lot 2905	54	54
Lot 2906	51	51
Lot 2907	53	53
Lot 2908	84	84
Lot 2909	84	84
Lot 3001	97	97
Lot 3002	73	73
Lot 3003	81	81
Lot 3004	82	82
Lot 3005	54	54
Lot 3006	51	51
Lot 3007	53	53
Lot 3008	84	84
Lot 3009	84	84
Lot 3101	97	97



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/04/2024 10:23:51 AM

**OWNERS CORPORATION 1
PLAN NO. PS811190V**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3102	73	73
Lot 3103	81	81
Lot 3104	82	82
Lot 3105	54	54
Lot 3106	51	51
Lot 3107	53	53
Lot 3108	84	84
Lot 3109	84	84
Lot 3201	97	97
Lot 3202	73	73
Lot 3203	81	81
Lot 3204	82	82
Lot 3205	76	76
Lot 3206	59	59
Lot 3207	80	80
Lot 3208	84	84
Lot 3301	97	97
Lot 3302	73	73
Lot 3303	81	81
Lot 3304	82	82
Lot 3305	76	76
Lot 3306	59	59
Lot 3307	80	80
Lot 3308	84	84
Lot 3401	97	97
Lot 3402	73	73
Lot 3403	81	81
Lot 3404	82	82
Lot 3405	76	76



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/04/2024 10:23:51 AM

**OWNERS CORPORATION 1
PLAN NO. PS811190V**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3406	59	59
Lot 3407	80	80
Lot 3408	84	84
Lot 3501	97	97
Lot 3502	73	73
Lot 3503	163	163
Lot 3505	76	76
Lot 3506	59	59
Lot 3507	80	80
Lot 3508	84	84
Lot 3601	97	97
Lot 3602	73	73
Lot 3603	81	81
Lot 3604	82	82
Lot 3605	76	76
Lot 3606	59	59
Lot 3607	80	80
Lot 3608	84	84
Lot 3701	97	97
Lot 3702	73	73
Lot 3703	81	81
Lot 3704	82	82
Lot 3705	76	76
Lot 3706	59	59
Lot 3707	80	80
Lot 3708	84	84
Lot 3801	97	97
Lot 3802	73	73
Lot 3803	81	81



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/04/2024 10:23:51 AM

**OWNERS CORPORATION 1
PLAN NO. PS811190V**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3804	82	82
Lot 3805	76	76
Lot 3806	59	59
Lot 3807	80	80
Lot 3808	84	84
Lot 3901	170	170
Lot 3903	81	81
Lot 3904	82	82
Lot 3905	76	76
Lot 3906	59	59
Lot 3907	80	80
Lot 3908	84	84
Lot 4001	170	170
Lot 4003	81	81
Lot 4004	158	158
Lot 4006	59	59
Lot 4007	80	80
Lot 4008	84	84
Lot 4101	97	97
Lot 4102	73	73
Lot 4103	81	81
Lot 4104	82	82
Lot 4105	76	76
Lot 4106	59	59
Lot 4107	80	80
Lot 4108	84	84
Lot 4201	97	97
Lot 4202	73	73
Lot 4203	81	81



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/04/2024 10:23:51 AM

**OWNERS CORPORATION 1
PLAN NO. PS811190V**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 4204	82	82
Lot 4205A	76	76
Lot 4206	59	59
Lot 4207	80	80
Lot 4208	84	84
Lot 4301	170	170
Lot 4303A	81	81
Lot 4304	82	82
Lot 4305	76	76
Lot 4306	59	59
Lot 4307	80	80
Lot 4308	84	84
Lot 4401	97	97
Lot 4402	73	73
Lot 4403	81	81
Lot 4404	82	82
Lot 4405	76	76
Lot 4406	59	59
Lot 4407	80	80
Lot 4408	84	84
Lot 4701	191	191
Lot 4702	325	325
Lot 4703	145	145
Lot 4801	314	314
Lot 4802	111	111
Lot 4803	117	117
Lot 4804	112	112
Lot 4901	221	221
Lot 4903	117	117



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/04/2024 10:23:51 AM

**OWNERS CORPORATION 1
PLAN NO. PS811190V**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 4904	199	199
Lot 4906	117	117
Lot 5001	110	110
Lot 5002	111	111
Lot 5003	117	117
Lot 5004	112	112
Lot 5005	87	87
Lot 5006	117	117
Lot 5101	110	110
Lot 5102	111	111
Lot 5103	117	117
Lot 5104	199	199
Lot 5106	117	117
Lot 5201	110	110
Lot 5202	111	111
Lot 5203	117	117
Lot 5204	112	112
Lot 5205	87	87
Lot 5206	117	117
Lot 5301	110	110
Lot 5302	111	111
Lot 5303	117	117
Lot 5304	199	199
Lot 5306	117	117
Lot 5401	221	221
Lot 5403	229	229
Lot 5405	87	87
Lot 5406	117	117
Lot 5501	338	338



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/04/2024 10:23:51 AM

**OWNERS CORPORATION 1
PLAN NO. PS811190V**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5504	199	199
Lot 5506	117	117
Lot 5601	648	648
Lot 5701	1200	1200
Lot S2	50400	50400
Total	80196.00	80196.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS811190V

The land in PS811190V is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 1101 - 1109, 1201 - 1209, 1301, 1302A, 1303 - 1309, 1401 - 1408, 1501 - 1509, 1601 - 1609, 1701 - 1709, 1801 - 1809, 1901 - 1909, 2001, 2003 - 2008, 2101 - 2109, 2201 - 2209, 2301 - 2307, 2401 - 2409, 2501 - 2509, 2601 - 2609, 2701 - 2709, 2801 - 2809, 2901 - 2909, 3001 - 3009, 3101 - 3109, 3201 - 3208, 3301 - 3308, 3401 - 3408, 3501 - 3503, 3505 - 3508, 3601 - 3608, 3701 - 3708, 3801 - 3808, 3901, 3903 - 3908, 4001, 4003, 4004, 4006 - 4008, 4101 - 4108, 4201 - 4204, 4205A, 4206 - 4208, 4301, 4303A, 4304 - 4308, 4401 - 4408, 4701 - 4703, 4801 - 4804, 4901, 4903, 4904, 4906, 5001 - 5006, 5101 - 5104, 5106, 5201 - 5206, 5301 - 5304, 5306, 5401, 5403, 5405, 5406, 5501, 5504, 5506, 5601, 5701.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

LEVEL 5 171 COLLINS STREET MELBOURNE VIC 3000

PS811190V 13/10/2022

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC056955U 13/10/2022

Additional Owners Corporation Information:

OC056953Y 13/10/2022

Notations:

Folio of the Register for Common Property No. 2 is in the name of Owners Corporation No. 1

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 1101	97	97
Lot 1102	73	73
Lot 1103	81	81



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/04/2024 10:23:51 AM

OWNERS CORPORATION 2
PLAN NO. PS811190V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1104	82	82
Lot 1105	54	54
Lot 1106	51	51
Lot 1107	53	53
Lot 1108	84	84
Lot 1109	84	84
Lot 1201	97	97
Lot 1202	73	73
Lot 1203	81	81
Lot 1204	82	82
Lot 1205	54	54
Lot 1206	51	51
Lot 1207	53	53
Lot 1208	84	84
Lot 1209	84	84
Lot 1301	97	97
Lot 1302A	73	73
Lot 1303	81	81
Lot 1304	82	82
Lot 1305	54	54
Lot 1306	51	51
Lot 1307	53	53
Lot 1308	84	84
Lot 1309	84	84
Lot 1401	97	97
Lot 1402	73	73
Lot 1403	81	81
Lot 1404	82	82
Lot 1405	54	54



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/04/2024 10:23:51 AM

OWNERS CORPORATION 2
PLAN NO. PS811190V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1406	51	51
Lot 1407	53	53
Lot 1408	168	168
Lot 1501	97	97
Lot 1502	73	73
Lot 1503	81	81
Lot 1504	82	82
Lot 1505	54	54
Lot 1506	51	51
Lot 1507	53	53
Lot 1508	84	84
Lot 1509	84	84
Lot 1601	97	97
Lot 1602	73	73
Lot 1603	81	81
Lot 1604	82	82
Lot 1605	54	54
Lot 1606	51	51
Lot 1607	53	53
Lot 1608	84	84
Lot 1609	84	84
Lot 1701	97	97
Lot 1702	73	73
Lot 1703	81	81
Lot 1704	82	82
Lot 1705	54	54
Lot 1706	51	51
Lot 1707	53	53
Lot 1708	84	84



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/04/2024 10:23:51 AM

**OWNERS CORPORATION 2
PLAN NO. PS811190V**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1709	84	84
Lot 1801	97	97
Lot 1802	73	73
Lot 1803	81	81
Lot 1804	82	82
Lot 1805	54	54
Lot 1806	51	51
Lot 1807	53	53
Lot 1808	84	84
Lot 1809	84	84
Lot 1901	97	97
Lot 1902	73	73
Lot 1903	81	81
Lot 1904	82	82
Lot 1905	54	54
Lot 1906	51	51
Lot 1907	53	53
Lot 1908	84	84
Lot 1909	84	84
Lot 2001	170	170
Lot 2003	81	81
Lot 2004	82	82
Lot 2005	54	54
Lot 2006	51	51
Lot 2007	53	53
Lot 2008	168	168
Lot 2101	97	97
Lot 2102	73	73
Lot 2103	81	81



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/04/2024 10:23:51 AM

OWNERS CORPORATION 2
PLAN NO. PS811190V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2104	82	82
Lot 2105	54	54
Lot 2106	51	51
Lot 2107	53	53
Lot 2108	84	84
Lot 2109	84	84
Lot 2201	97	97
Lot 2202	73	73
Lot 2203	81	81
Lot 2204	82	82
Lot 2205	54	54
Lot 2206	51	51
Lot 2207	53	53
Lot 2208	84	84
Lot 2209	84	84
Lot 2301	265	265
Lot 2302	73	73
Lot 2303	81	81
Lot 2304	82	82
Lot 2305	54	54
Lot 2306	51	51
Lot 2307	53	53
Lot 2401	97	97
Lot 2402	73	73
Lot 2403	81	81
Lot 2404	82	82
Lot 2405	54	54
Lot 2406	51	51
Lot 2407	53	53



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/04/2024 10:23:51 AM

OWNERS CORPORATION 2
PLAN NO. PS811190V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2408	84	84
Lot 2409	84	84
Lot 2501	97	97
Lot 2502	73	73
Lot 2503	81	81
Lot 2504	82	82
Lot 2505	54	54
Lot 2506	51	51
Lot 2507	53	53
Lot 2508	84	84
Lot 2509	84	84
Lot 2601	97	97
Lot 2602	73	73
Lot 2603	81	81
Lot 2604	82	82
Lot 2605	54	54
Lot 2606	51	51
Lot 2607	53	53
Lot 2608	84	84
Lot 2609	84	84
Lot 2701	97	97
Lot 2702	73	73
Lot 2703	81	81
Lot 2704	82	82
Lot 2705	54	54
Lot 2706	51	51
Lot 2707	53	53
Lot 2708	84	84
Lot 2709	84	84



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/04/2024 10:23:51 AM

**OWNERS CORPORATION 2
PLAN NO. PS811190V**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2801	97	97
Lot 2802	73	73
Lot 2803	81	81
Lot 2804	82	82
Lot 2805	54	54
Lot 2806	51	51
Lot 2807	53	53
Lot 2808	84	84
Lot 2809	84	84
Lot 2901	97	97
Lot 2902	73	73
Lot 2903	81	81
Lot 2904	82	82
Lot 2905	54	54
Lot 2906	51	51
Lot 2907	53	53
Lot 2908	84	84
Lot 2909	84	84
Lot 3001	97	97
Lot 3002	73	73
Lot 3003	81	81
Lot 3004	82	82
Lot 3005	54	54
Lot 3006	51	51
Lot 3007	53	53
Lot 3008	84	84
Lot 3009	84	84
Lot 3101	97	97
Lot 3102	73	73



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/04/2024 10:23:51 AM

OWNERS CORPORATION 2
PLAN NO. PS811190V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3103	81	81
Lot 3104	82	82
Lot 3105	54	54
Lot 3106	51	51
Lot 3107	53	53
Lot 3108	84	84
Lot 3109	84	84
Lot 3201	97	97
Lot 3202	73	73
Lot 3203	81	81
Lot 3204	82	82
Lot 3205	76	76
Lot 3206	59	59
Lot 3207	80	80
Lot 3208	84	84
Lot 3301	97	97
Lot 3302	73	73
Lot 3303	81	81
Lot 3304	82	82
Lot 3305	76	76
Lot 3306	59	59
Lot 3307	80	80
Lot 3308	84	84
Lot 3401	97	97
Lot 3402	73	73
Lot 3403	81	81
Lot 3404	82	82
Lot 3405	76	76
Lot 3406	59	59



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/04/2024 10:23:51 AM

**OWNERS CORPORATION 2
PLAN NO. PS811190V**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3407	80	80
Lot 3408	84	84
Lot 3501	97	97
Lot 3502	73	73
Lot 3503	163	163
Lot 3505	76	76
Lot 3506	59	59
Lot 3507	80	80
Lot 3508	84	84
Lot 3601	97	97
Lot 3602	73	73
Lot 3603	81	81
Lot 3604	82	82
Lot 3605	76	76
Lot 3606	59	59
Lot 3607	80	80
Lot 3608	84	84
Lot 3701	97	97
Lot 3702	73	73
Lot 3703	81	81
Lot 3704	82	82
Lot 3705	76	76
Lot 3706	59	59
Lot 3707	80	80
Lot 3708	84	84
Lot 3801	97	97
Lot 3802	73	73
Lot 3803	81	81
Lot 3804	82	82



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/04/2024 10:23:51 AM

OWNERS CORPORATION 2
PLAN NO. PS811190V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3805	76	76
Lot 3806	59	59
Lot 3807	80	80
Lot 3808	84	84
Lot 3901	170	170
Lot 3903	81	81
Lot 3904	82	82
Lot 3905	76	76
Lot 3906	59	59
Lot 3907	80	80
Lot 3908	84	84
Lot 4001	170	170
Lot 4003	81	81
Lot 4004	158	158
Lot 4006	59	59
Lot 4007	80	80
Lot 4008	84	84
Lot 4101	97	97
Lot 4102	73	73
Lot 4103	81	81
Lot 4104	82	82
Lot 4105	76	76
Lot 4106	59	59
Lot 4107	80	80
Lot 4108	84	84
Lot 4201	97	97
Lot 4202	73	73
Lot 4203	81	81
Lot 4204	82	82



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/04/2024 10:23:51 AM

**OWNERS CORPORATION 2
PLAN NO. PS811190V**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 4205A	76	76
Lot 4206	59	59
Lot 4207	80	80
Lot 4208	84	84
Lot 4301	170	170
Lot 4303A	81	81
Lot 4304	82	82
Lot 4305	76	76
Lot 4306	59	59
Lot 4307	80	80
Lot 4308	84	84
Lot 4401	97	97
Lot 4402	73	73
Lot 4403	81	81
Lot 4404	82	82
Lot 4405	76	76
Lot 4406	59	59
Lot 4407	80	80
Lot 4408	84	84
Lot 4701	191	191
Lot 4702	325	325
Lot 4703	145	145
Lot 4801	314	314
Lot 4802	111	111
Lot 4803	117	117
Lot 4804	112	112
Lot 4901	221	221
Lot 4903	117	117
Lot 4904	199	199



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/04/2024 10:23:51 AM

OWNERS CORPORATION 2
PLAN NO. PS811190V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4906	117	117
Lot 5001	110	110
Lot 5002	111	111
Lot 5003	117	117
Lot 5004	112	112
Lot 5005	87	87
Lot 5006	117	117
Lot 5101	110	110
Lot 5102	111	111
Lot 5103	117	117
Lot 5104	199	199
Lot 5106	117	117
Lot 5201	110	110
Lot 5202	111	111
Lot 5203	117	117
Lot 5204	112	112
Lot 5205	87	87
Lot 5206	117	117
Lot 5301	110	110
Lot 5302	111	111
Lot 5303	117	117
Lot 5304	199	199
Lot 5306	117	117
Lot 5401	221	221
Lot 5403	229	229
Lot 5405	87	87
Lot 5406	117	117
Lot 5501	338	338
Lot 5504	199	199



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/04/2024 10:23:51 AM

**OWNERS CORPORATION 2
PLAN NO. PS811190V**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5506	117	117
Lot 5601	648	648
Lot 5701	1200	1200
Total	29796.00	29796.00

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

Statement End.



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS811190V
Number of Pages (excluding this cover sheet)	183
Document Assembled	06/04/2024 10:23

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	PLAN OF SUBDIVISION	LRS USE ONLY EDITION 2	PLAN NUMBER PS 811190V
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<p>LOCATION OF LAND</p> <p>PARISH: MELBOURNE NORTH</p> <p>CITY: MELBOURNE</p> <p>SECTION: 25</p> <p>CROWN ALLOTMENT: 15, 16, 17 AND 18 (PARTS)</p> <p>CROWN PORTION: -----</p> <p>TITLE REFERENCES: VOL. 11937 FOL. 044</p> <p>LAST PLAN REFERENCE: LOT 2 ON PS735812K</p> <p>POSTAL ADDRESS: 310-326 EXHIBITION STREET, (at time of subdivision) 49-91 LA TROBE STREET, MELBOURNE, 3000</p> <p>MGA 94 CO-ORDINATES: E: 321 275 ZONE: 55 (of approx. centre of plan) N: 5 813 493 DATUM: GDA94</p>	<p>COUNCIL NAME: MELBOURNE CITY COUNCIL</p>
--	--

VESTING OF ROADS OR RESERVES	NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	<p style="text-align: center;">LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS</p> <p>FOR DETAILS OF OWNERS CORPORATION(S) INCLUDING; PURPOSE, RESPONSIBILITY AND ENTITLEMENT AND LIABILITY</p> <p>SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION</p>
RESERVE No.1	POWERCOR AUSTRALIA LTD	
DEPTH LIMITATION	DOES NOT APPLY	
STAGING	THIS IS A STAGED SUBDIVISION PLANNING PERMIT No. TP-2019-927	<p>ESTATE: SAPPHIRE STAGE: 1 AREA: 4140m² No. OF LOTS: 325 MEL: 2B :H:12</p>

<p>COMMON PROPERTY No:1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND COMMON PROPERTY No.2 AND INCLUDES THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW, DOOR, WHICH DEFINE BOUNDARIES</p> <p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:</p> <p>INTERIOR FACE: ALL BOUNDARIES</p> <p>NOTE: THE INTERIOR FACE FLOOR AND CEILING BOUNDARIES LIE ALONG THE UPPER SURFACE OF THE RELEVANT SLAB AND THE UNDERSIDE OF THE RELEVANT SLAB. ANY ELEVATED FLOOR, INTERNAL COVERINGS, WATERPROOF MEMBRANES AND FIXTURES ATTACHED TO WALLS, FLOORS AND CEILINGS ARE INCLUDED WITHIN THE RELEVANT LOT.</p> <p>----- INDICATES THE LOCATION OF STRUCTURE (NON BOUNDARY)</p> <p>ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS, SERVICE INSTALLATIONS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No1 UNLESS OTHERWISE SHOWN.</p> <p>THE POSITIONS OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS, SERVICE INSTALLATIONS MAY NOT HAVE BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.</p> <p>CP1 DENOTES COMMON PROPERTY No.1 CP2 DENOTES COMMON PROPERTY No.2 PT DENOTES (PART) N.I.S. DENOTES NOT IN SUBDIVISION L.U.S. DENOTES LAND UNDER SURVEY</p> <p>AUSTRALIAN HEIGHT DATUM (AHD) VIDE CONNECTION TO MELBOURNE NORTH PM 24 WITH STATED RL OF 31.404 AS OF 17 DECEMBER 2015</p> <p>SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). 24 & 25 LAND NOT IN A PROCLAIMED SURVEY AREA</p>	<p>EASEMENT LIMITATIONS</p> <p>(E-4) FOR TELECOMMUNICATIONS PURPOSES HAS A VARIABLE UPPER AND LOWER LIMIT - REFER TO CROSS SECTION A-A'</p> <p>(E-6) FOR CARRIAGEWAY PURPOSES HAS A LOWER LIMIT OF THE SURFACE OF THE VEHICLE RAMP, AND AN UPPER LIMIT 5m ABOVE THE LOWER LIMIT</p> <p>EASEMENT (E-7) HAS BEEN OMITTED FROM THIS PLAN.</p> <p>LOTS 1 TO 1100 (BI), 1110 TO 1200 (BI), 1210 TO 1300 (BI), 1302, 1310 TO 1400 (BI), 1409 TO 1500 (BI), 1510 TO 1600 (BI), 1610 TO 1700 (BI), 1710 TO 1800 (BI), 1810 TO 1900 (BI), 1910 TO 2000 (BI), 2002, 2009 TO 2100 (BI), 2110 TO 2200 (BI), 2210 TO 2300 (BI), 2308 TO 2400 (BI), 2410 TO 2500 (BI), 2510 TO 2600 (BI), 2610 TO 2700 (BI), 2710 TO 2800 (BI), 2810 TO 2900 (BI), 2910 TO 3000 (BI), 3010 TO 3100 (BI), 3110 TO 3200 (BI), 3209 TO 3300 (BI), 3309 TO 3400 (BI), 3409 TO 3500 (BI), 3504, 3509 TO 3600 (BI), 3609 TO 3700 (BI), 3709 TO 3800 (BI), 3809 TO 3900 (BI), 3902, 3909 TO 4000 (BI), 4002, 4005, 4009 TO 4100 (BI), 4109 TO 4200 (BI), 4205, 4209 TO 4300 (BI), 4303, 4309 TO 4400 (BI), 4409 TO 4700 (BI), 4704 TO 4800 (BI), 4805 TO 4900 (BI), 4902, 4907 TO 5000 (BI), 5007 TO 5100 (BI), 5107 TO 5200 (BI), 5207 TO 5300 (BI), 5305, 5307 TO 5400 (BI), 5402, 5404, 5407 TO 5500 (BI), 5502, 5503, 5505, 5507 TO 5600 (BI), 5602 TO 5700 (BI) HAVE BEEN OMITTED FROM THIS PLAN.</p> <p>FURTHER PURPOSE OF PLAN: TO VARY THE EASEMENT OF SUPPORT VIDE TRANSFER F648009 SHOWN ON PS735812K TO THE POSITION SHOWN BY EASEMENT (E-1), (E-2), (E-3) & (E-9) ON THIS PLAN</p> <p>GROUND FOR REMOVAL/VARIATION: PLANNING PERMIT No. TP-2019-927</p>
---	---

SEE SHEET 2 FOR EASEMENT INFORMATION

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	REF: 9319	VERSION: 18	ORIGINAL SHEET SIZE A3	SHEET 1 OF 182 SHEETS
	LICENSED SURVEYOR: SIMON COX	<p>PLAN REGISTERED</p> <p>TIME: 4:14pm</p> <p>DATE: 13/10/22</p>		<p>Rod Speer Assistant Registrar of Titles</p>
CHECKED G COX	DATE: 22/08/22			


	PLAN OF SUBDIVISION	LR USE ONLY EDITION	PLAN NUMBER PS 811190V
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EASEMENT INFORMATION

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO LAND AND LOTS IN THIS PLAN AND VIDE PS735812K
+ LIMITED IN HEIGHT AND DEPTH - REFER TO EASEMENT LIMITATIONS NOTATION ON SHEET 1 AND CROSS SECTIONS A-A', B-B', X-X', Y-Y' Z-Z'

LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
(E-1)	SUPPORT (LIMITED TO RL 23.80 AND BELOW, SEE SECTION Y-Y' & Z-Z')	SEE PLAN	TRANSFER F648009	MELBOURNE UNDERGROUND RAIL LOOP AUTHORITY
(E-2)	SUPPORT (LIMITED TO RL 23.80 AND BELOW, SEE SECTION Y-Y' & Z-Z')	SEE PLAN	TRANSFER F648009	MELBOURNE UNDERGROUND RAIL LOOP AUTHORITY
(E-3)	SUPPORT (LIMITED TO RL 23.80 AND BELOW, SEE SECTION Y-Y' & Z-Z')	SEE PLAN	TRANSFER F648009	MELBOURNE UNDERGROUND RAIL LOOP AUTHORITY
(E-4)	TELECOMMUNICATIONS AND ANCILLARY RIGHTS +	2.75	PS 735812K	LOT 1 ON PS735812K
(E-5)	LIGHT AND AIR	SEE PLAN	PS735812K	LOT 1 ON PS735812K
(E-6)	CARRIAGEWAY+	6.95	PS 735812K	LOT 1 ON PS735812K
(E-8)	SUPPORT - TO THE BUILDING LOCATED ON LOT 1 ON PS735812K THROUGH STRUCTURAL COLUMNS, WALLS, FOUNDATIONS AND FLOORS+	2.34	PS735812K	LOT 1 ON PS735812K
(E-9)	SUPPORT (LIMITED TO RL 23.80 AND BELOW, SEE SECTION Y-Y' & Z-Z')	SEE PLAN	TRANSFER F648009	MELBOURNE UNDERGROUND RAIL LOOP AUTHORITY
(E-9)	SUPPORT - TO THE BUILDING LOCATED ON LOT 1 ON PS735812K THROUGH STRUCTURAL COLUMNS, WALLS, FOUNDATIONS AND FLOORS+	2.34	PS735812K	LOT 1 ON PS735812K

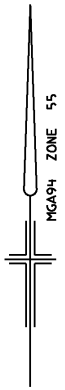
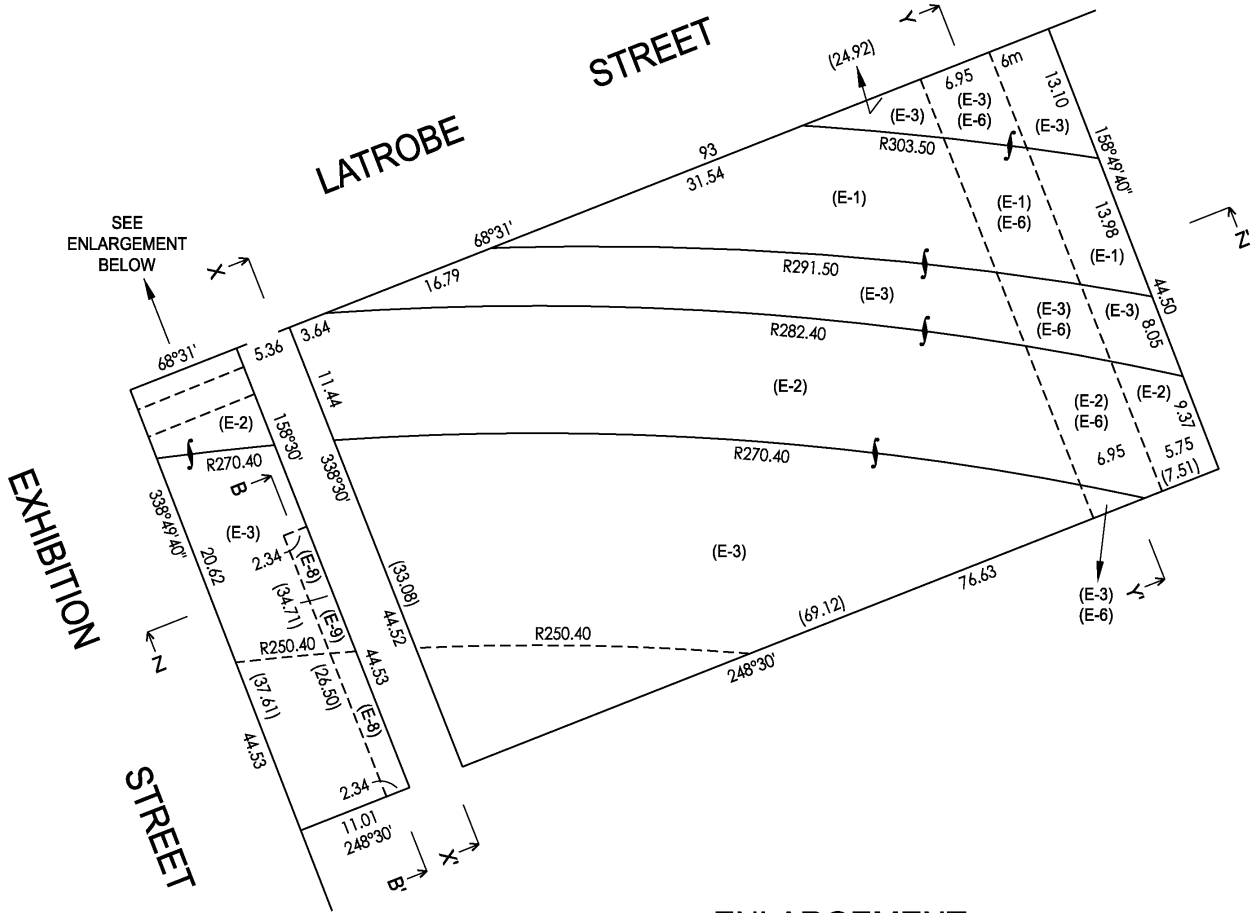
 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	REF: 9319 VERSION: 18	ORIGINAL SHEET SIZE A3	SHEET 2
	Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C		Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C

PLAN OF SUBDIVISION

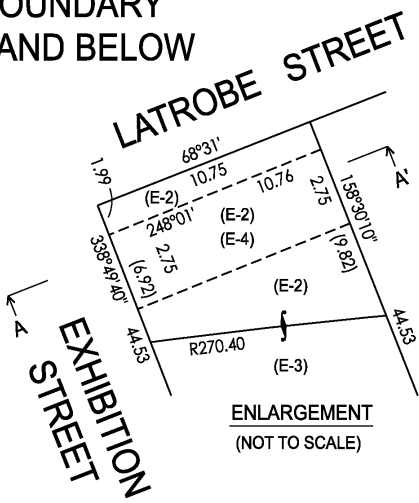
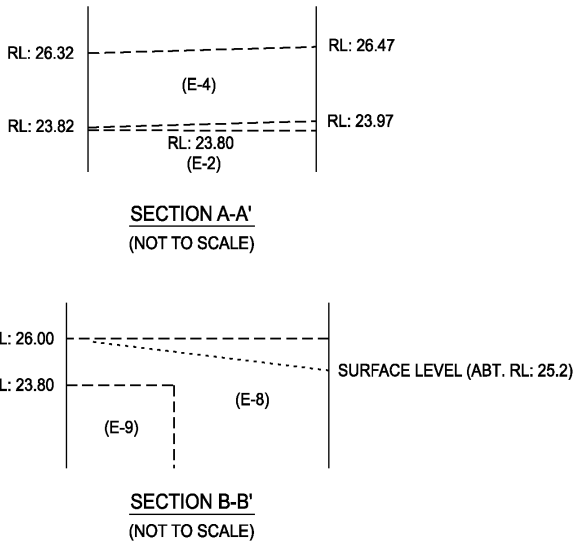
PLAN NUMBER
PS 811190V

DIAGRAM 1

TITLE BOUNDARY
RL 26m AND BELOW

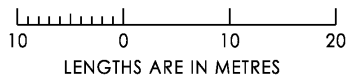


ENLARGEMENT
DIAGRAM 1 (PART)
TITLE BOUNDARY
RL 26m AND BELOW



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ORIGINAL SHEET SIZE A3
REF: 9319

SHEET 3
VERSION: 18

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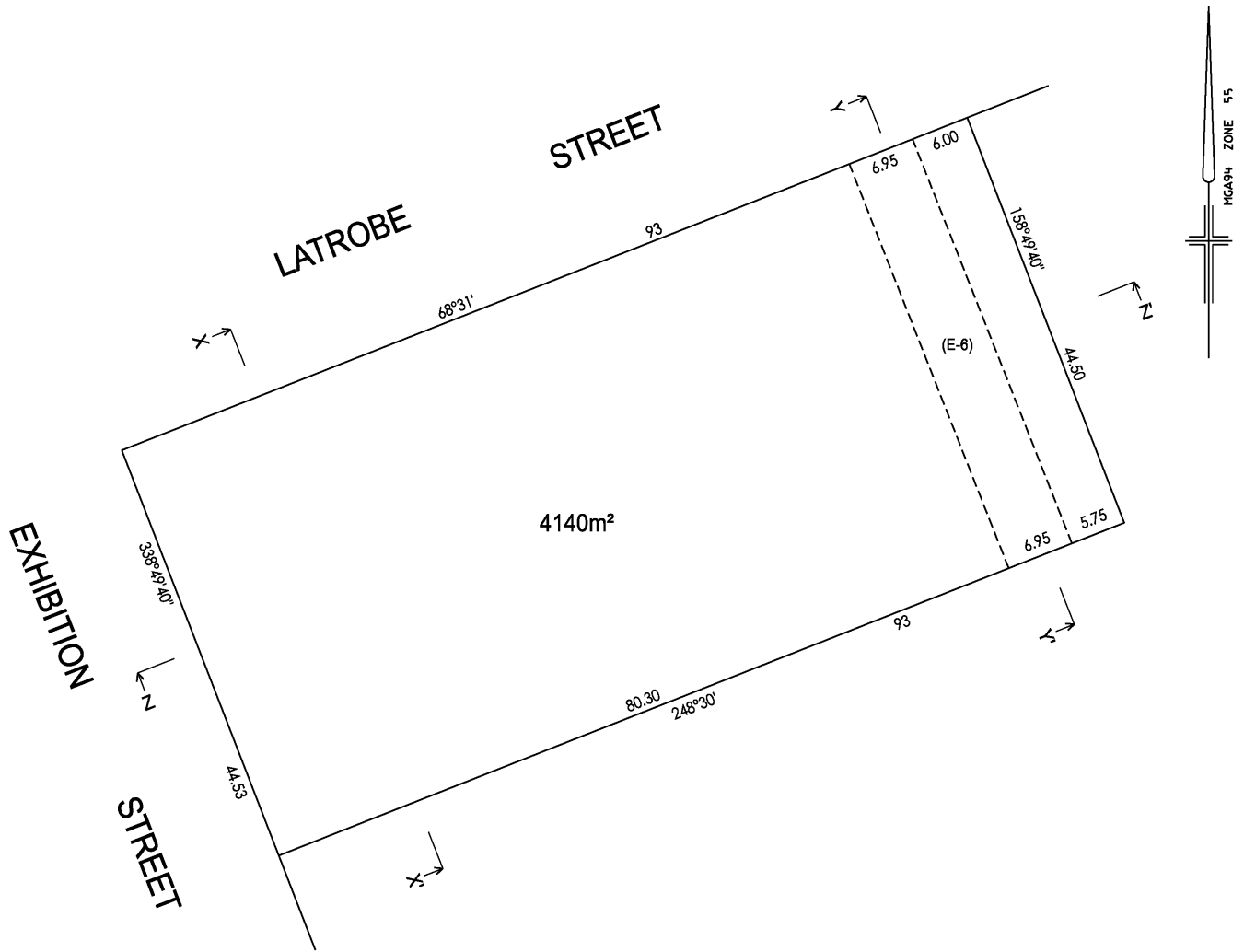
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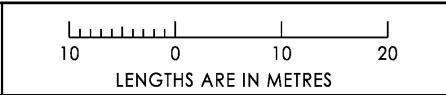
DIAGRAM 2

TITLE BOUNDARY
RL 26m - RL 39.59m




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REF: 9319

SHEET 4
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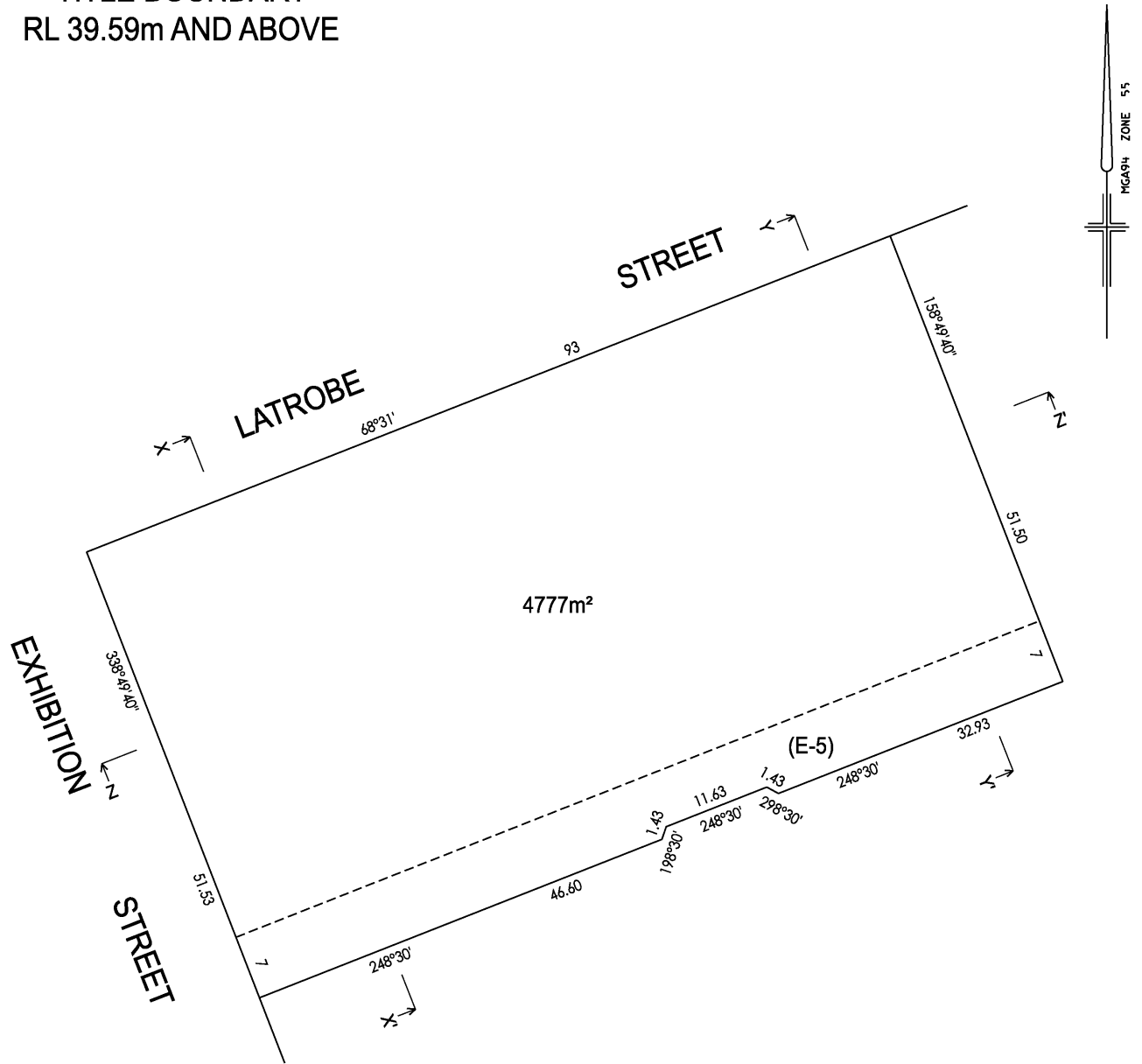
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PS 811190V

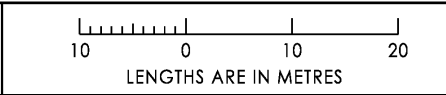
DIAGRAM 3

TITLE BOUNDARY
RL 39.59m AND ABOVE



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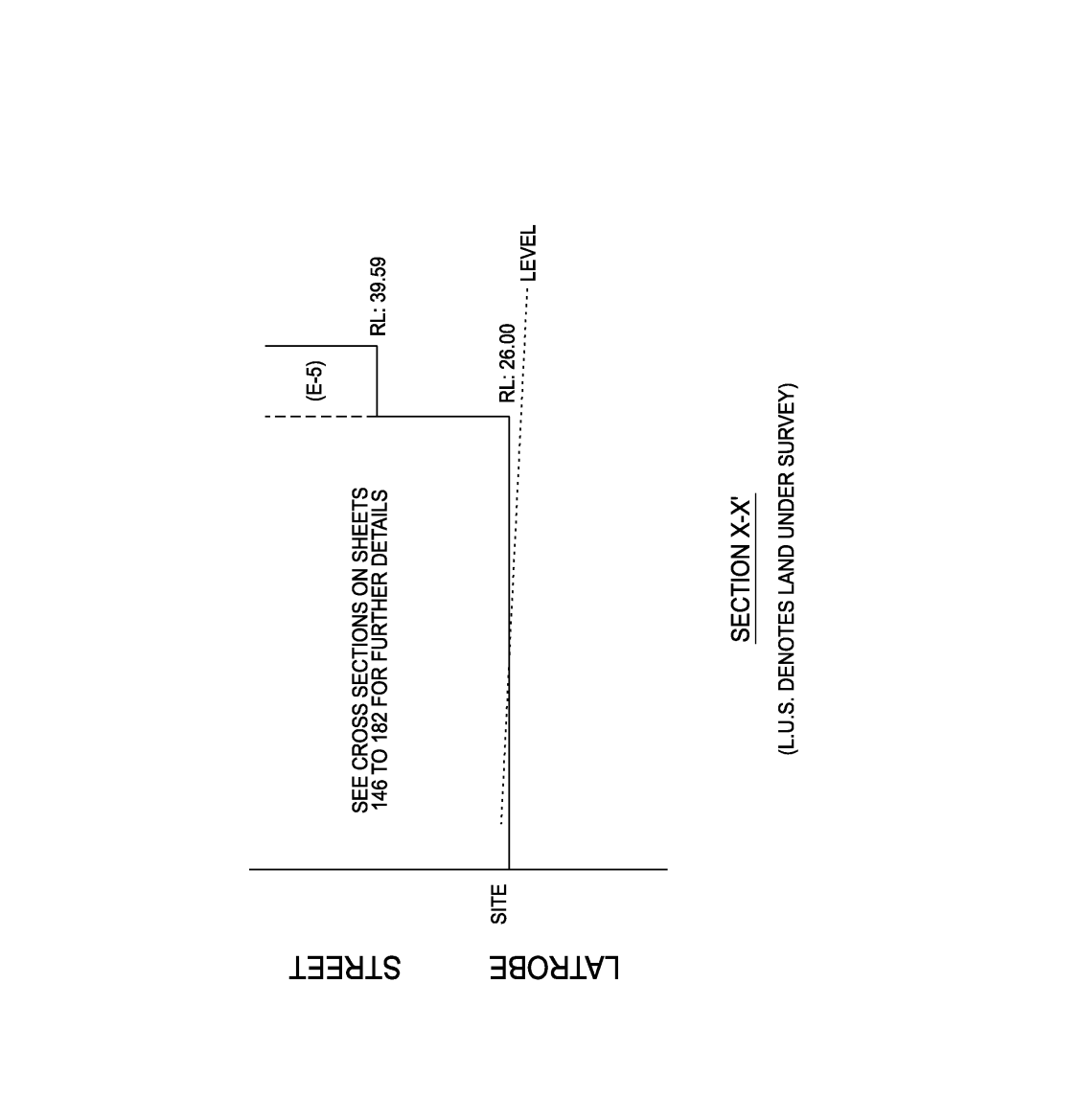
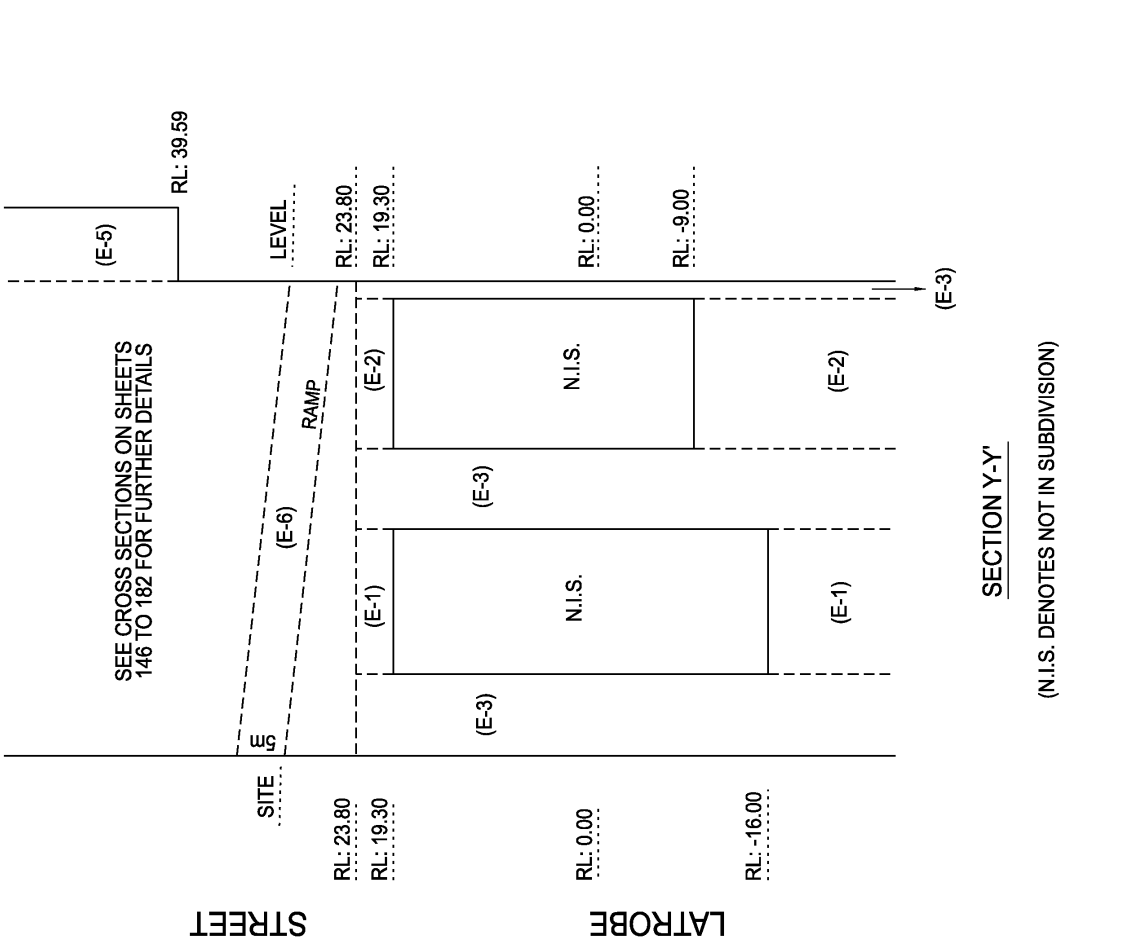
SHEET 5
VERSION: 18

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
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PLAN NUMBER
PS 811190V



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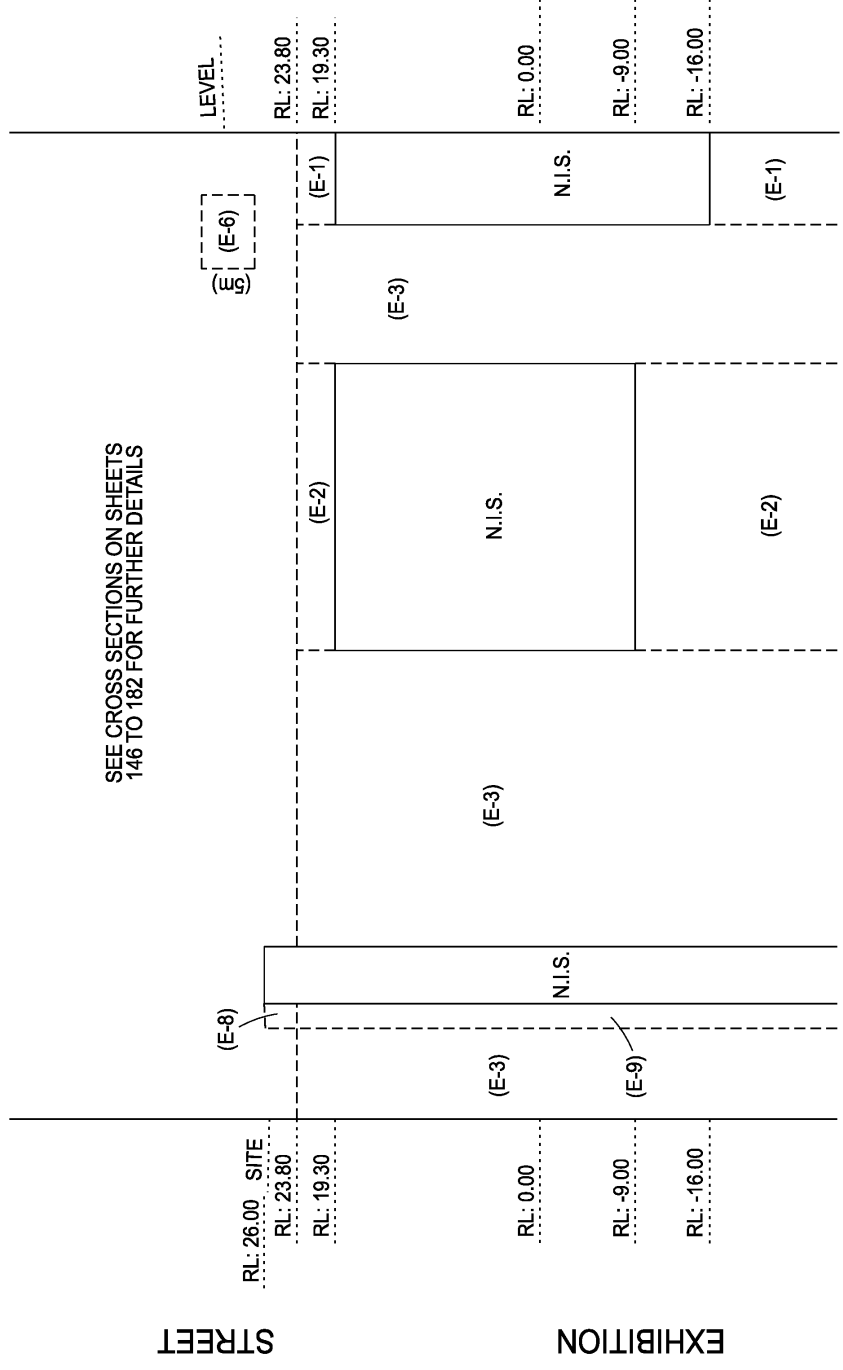


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CROSS SECTION IS NOT SHOWN TO SCALE

PLAN OF SUBDIVISION

PLAN NUMBER
PS 811190V



SECTION Z-Z

(N.I.S. DENOTES NOT IN SUBDIVISION)

SCALE	VERSION: 18	ORIGINAL SHEET SIZE A3	SHEET 7
CROSS SECTION IS NOT SHOWN TO SCALE		REF: 9319 Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C	
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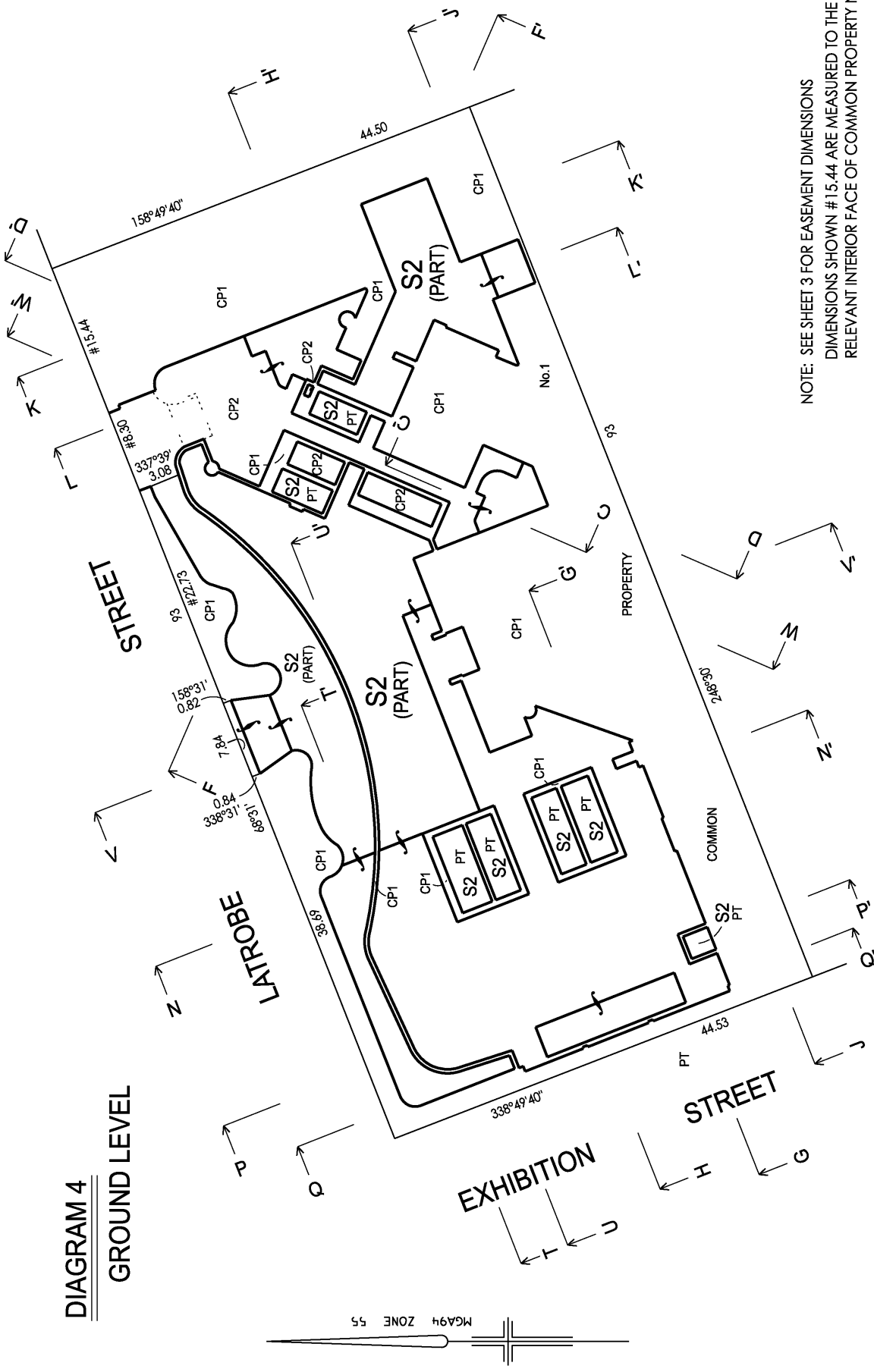
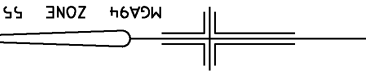

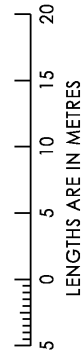


DIAGRAM 4
 GROUND LEVEL



NOTE: SEE SHEET 3 FOR EASEMENT DIMENSIONS
 DIMENSIONS SHOWN #15.44 ARE MEASURED TO THE
 RELEVANT INTERIOR FACE OF COMMON PROPERTY No.2

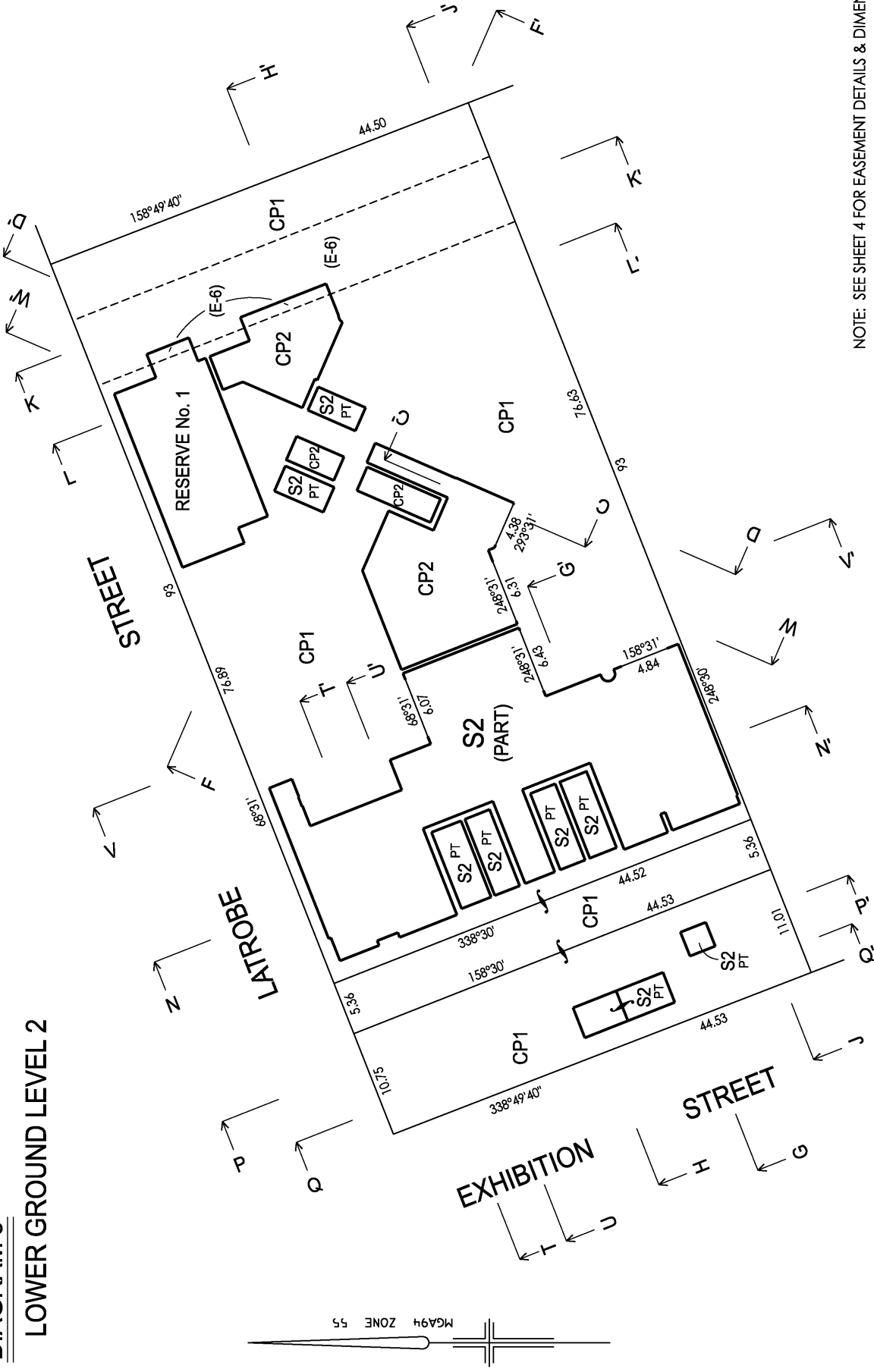
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PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

DIAGRAM 5

LOWER GROUND LEVEL 2



NOTE: SEE SHEET 4 FOR EASEMENT DETAILS & DIMENSIONS

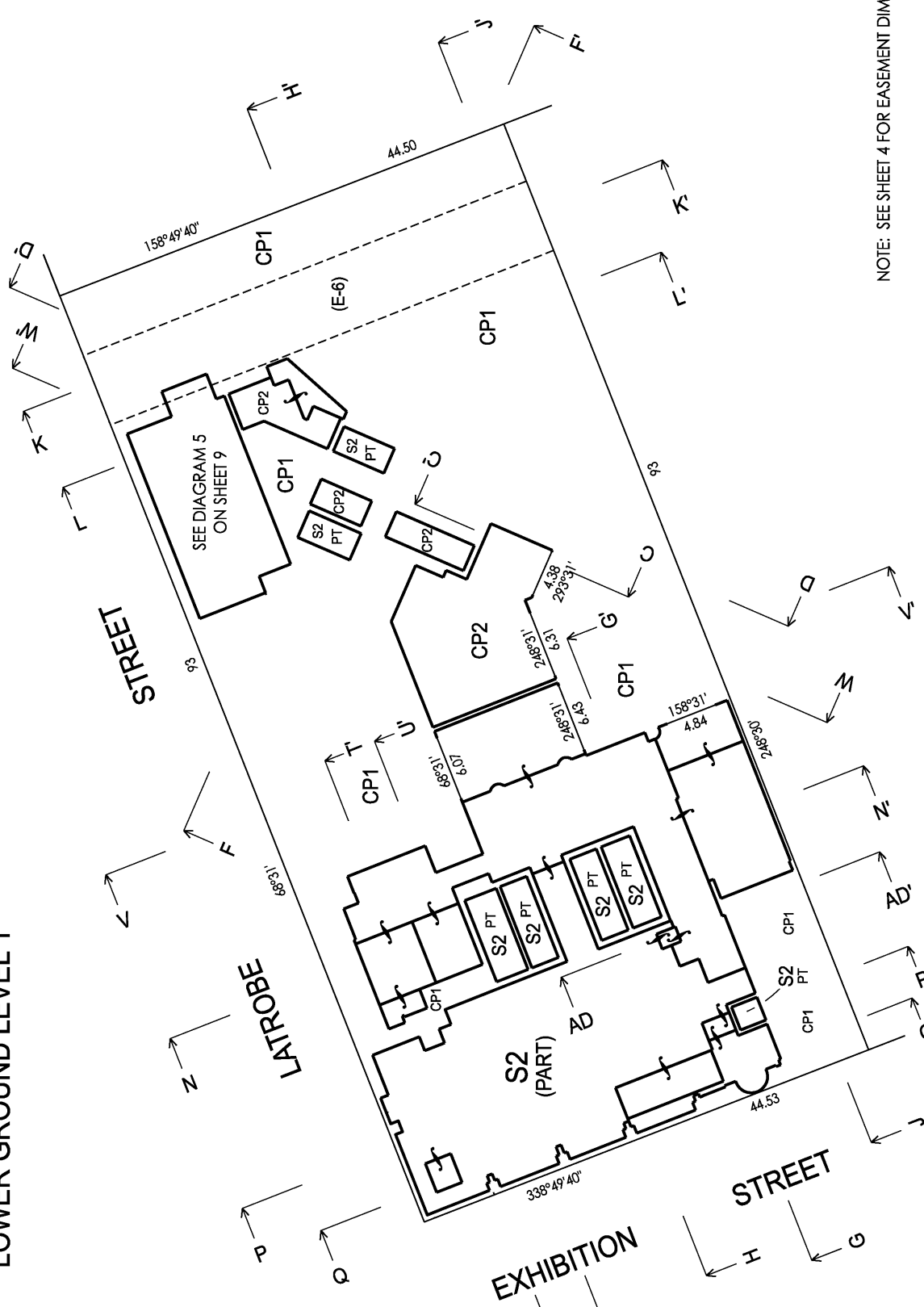
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PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

DIAGRAM 6

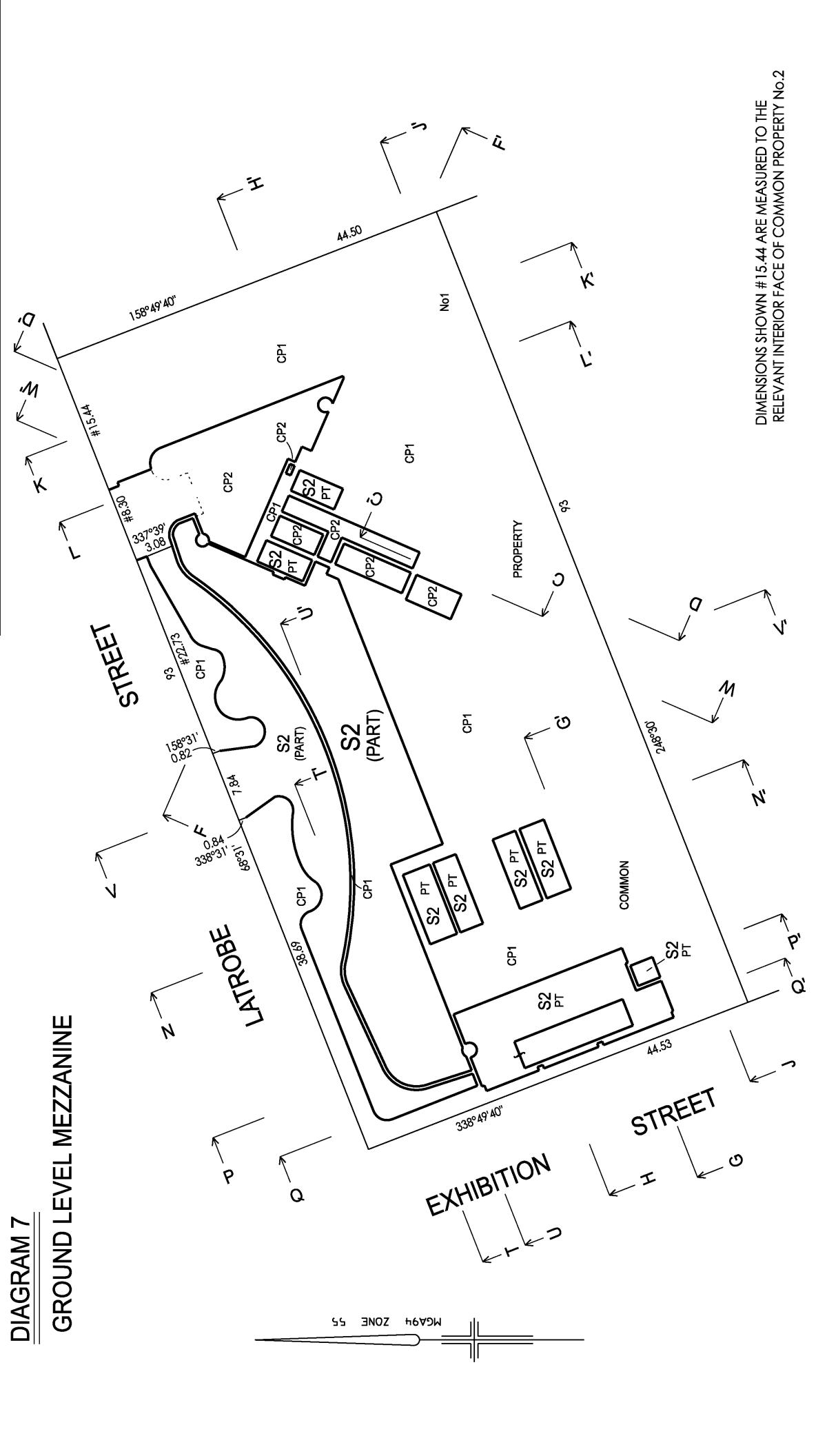
LOWER GROUND LEVEL 1




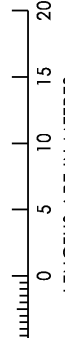
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PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V



DIMENSIONS SHOWN #15.44 ARE MEASURED TO THE RELEVANT INTERIOR FACE OF COMMON PROPERTY No.2

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<p>SCALE 1:400</p>	<p>LENGTHS ARE IN METRES</p> 
<p>REF: 9319</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
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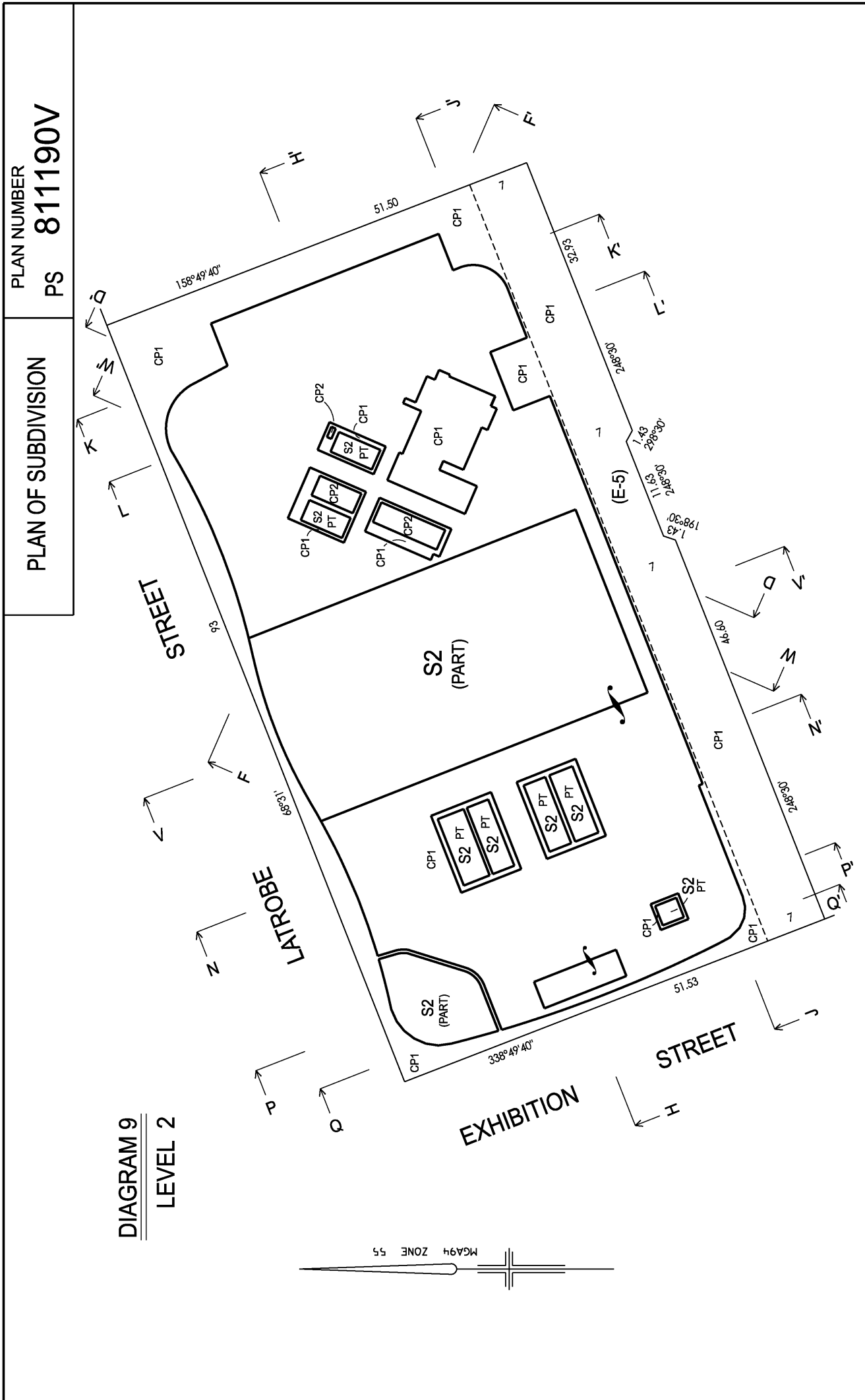


DIAGRAM 9
LEVEL 2

PLAN OF SUBDIVISION

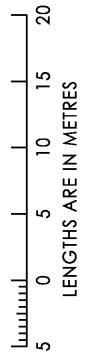
PLAN NUMBER
PS 811190V

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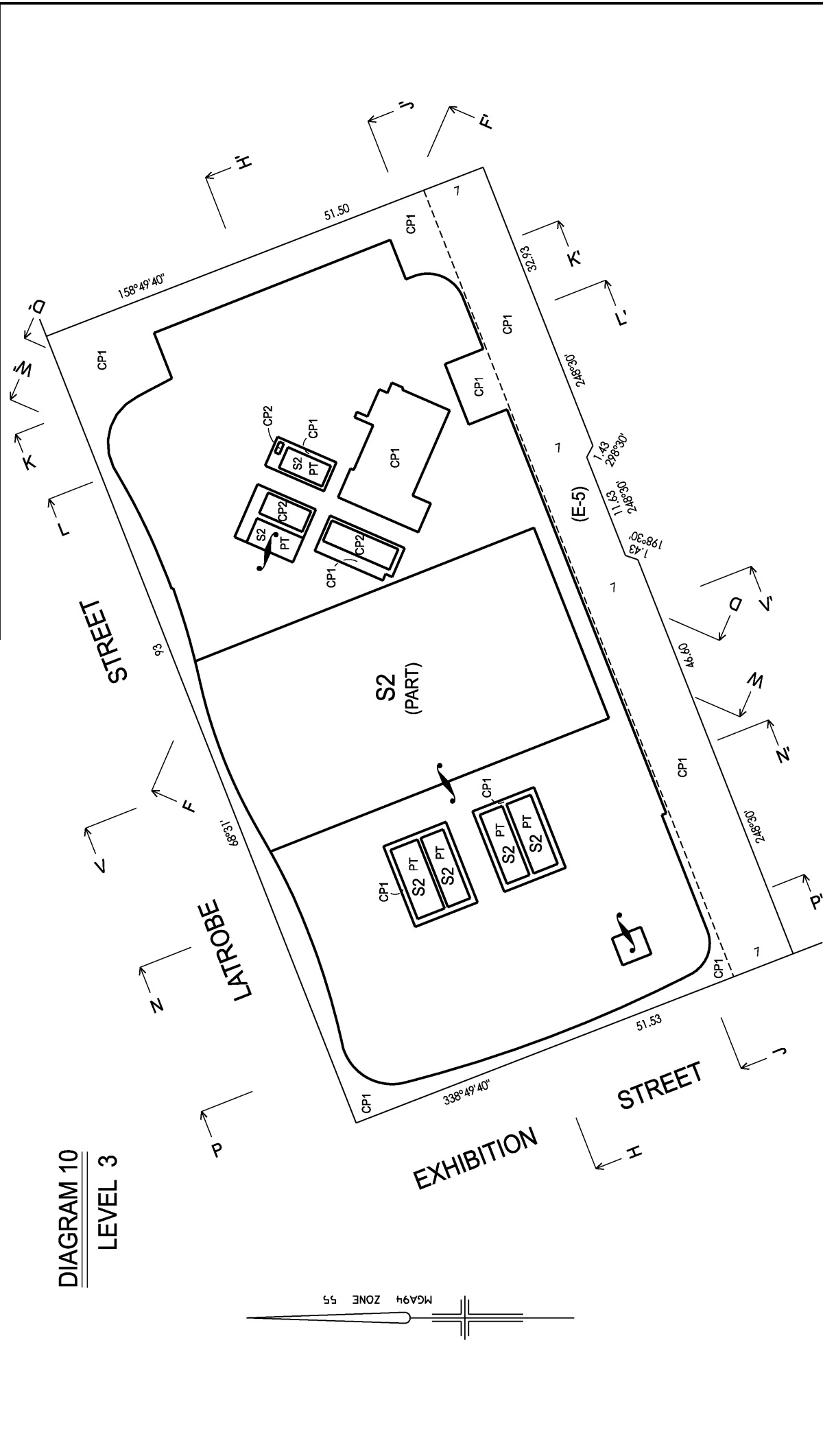
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PLAN OF SUBDIVISION
 PS 811190V



PLAN NUMBER
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PLAN OF SUBDIVISION

REF: 9319

VERSION: 18

ORIGINAL SHEET SIZE A3

SHEET 14

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PLAN OF SUBDIVISION
 PS 811190V
 PLAN NUMBER
 PS 811190V

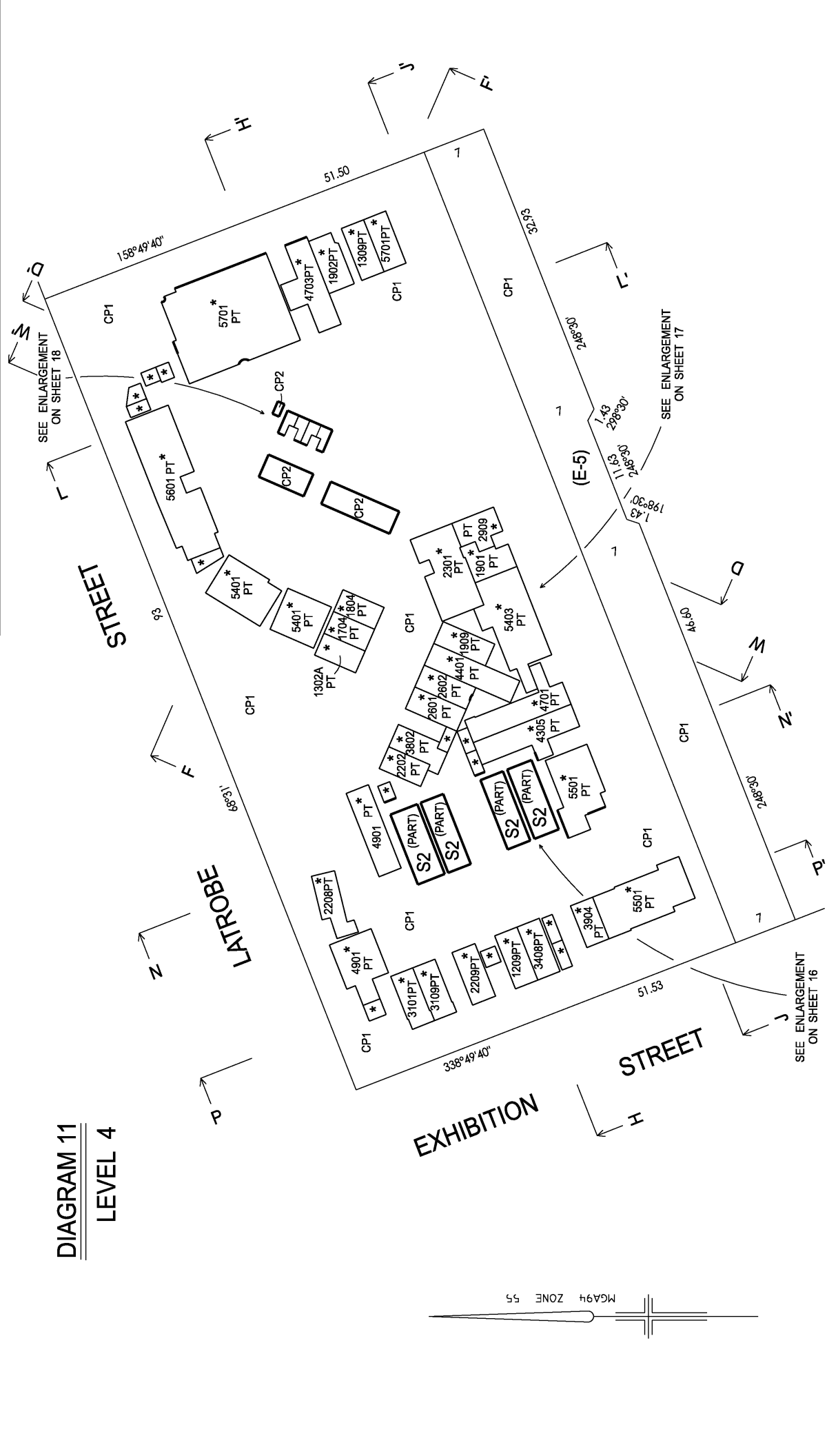


DIAGRAM 11
LEVEL 4



<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:400</p>	<p>0 5 10 15 20 LENGTHS ARE IN METRES</p>	<p>REF: 9319 LICENSED SURVEYOR: SIMON COX</p>	<p>VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 15</p>
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PLAN NUMBER
PS 811190V

PLAN OF SUBDIVISION

ENLARGEMENT
DIAGRAM 11
LEVEL 4 (PART)

SHEET 16	ORIGINAL SHEET SIZE A3	VERSION: 18	REF: 9319	 <p>LENGTHS ARE IN METRES</p>	SCALE 1:200	<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p> 
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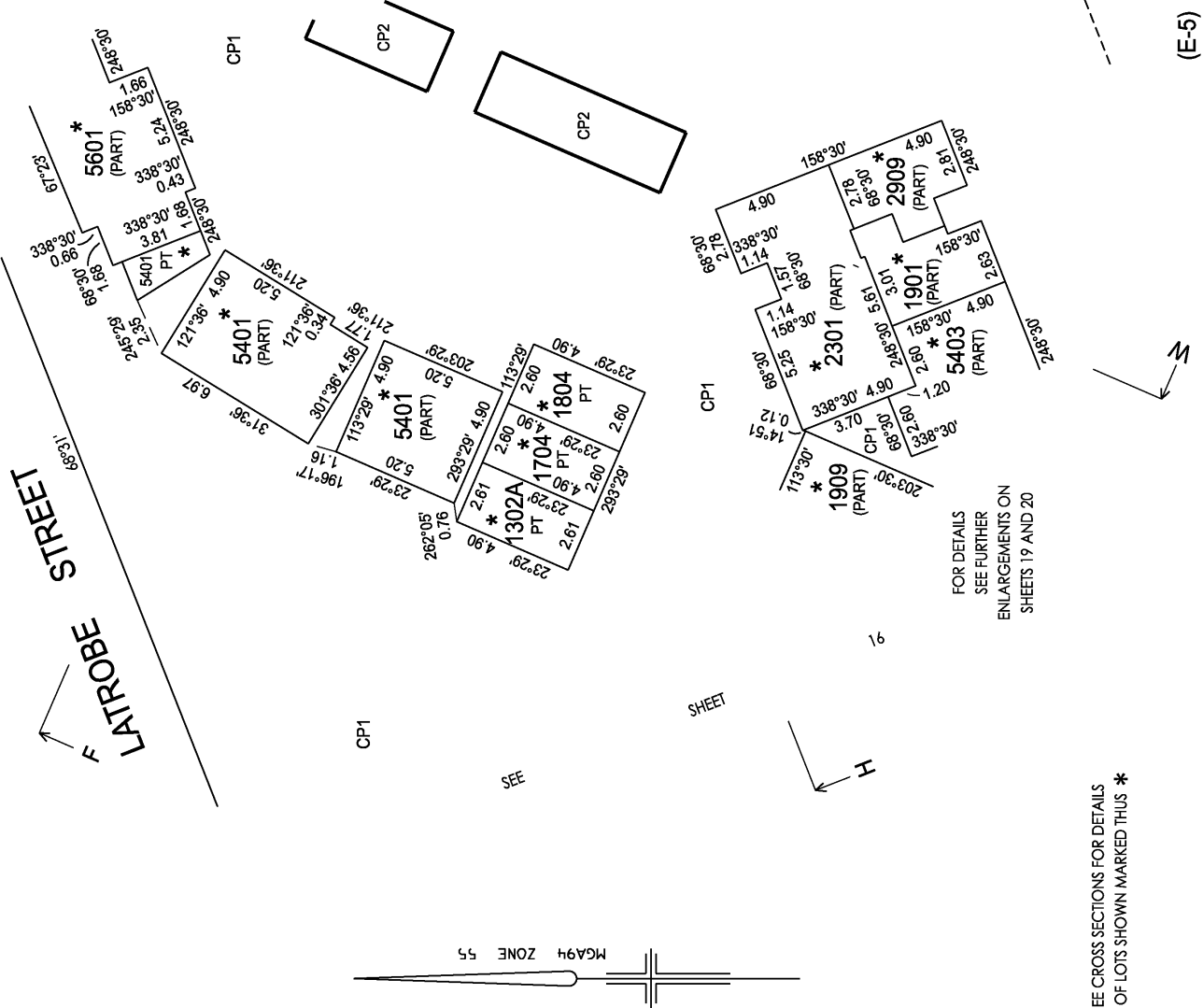
LICENSED SURVEYOR: SIMON COX

SEE CROSS SECTIONS FOR DETAILS OF LOTS SHOWN MARKED THIS *

FOR DETAILS SEE FURTHER ENLARGEMENTS ON SHEETS S 19 AND 20

PLAN OF SUBDIVISION
 PLAN NUMBER
PS 811190V

ENLARGEMENT
DIAGRAM 11
 LEVEL 4 (PART)



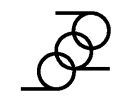
FOR DETAILS
 SEE FURTHER
 ENLARGEMENTS ON
 SHEETS 19 AND 20

SEE CROSS SECTIONS FOR DETAILS
 OF LOTS SHOWN MARKED THUS *

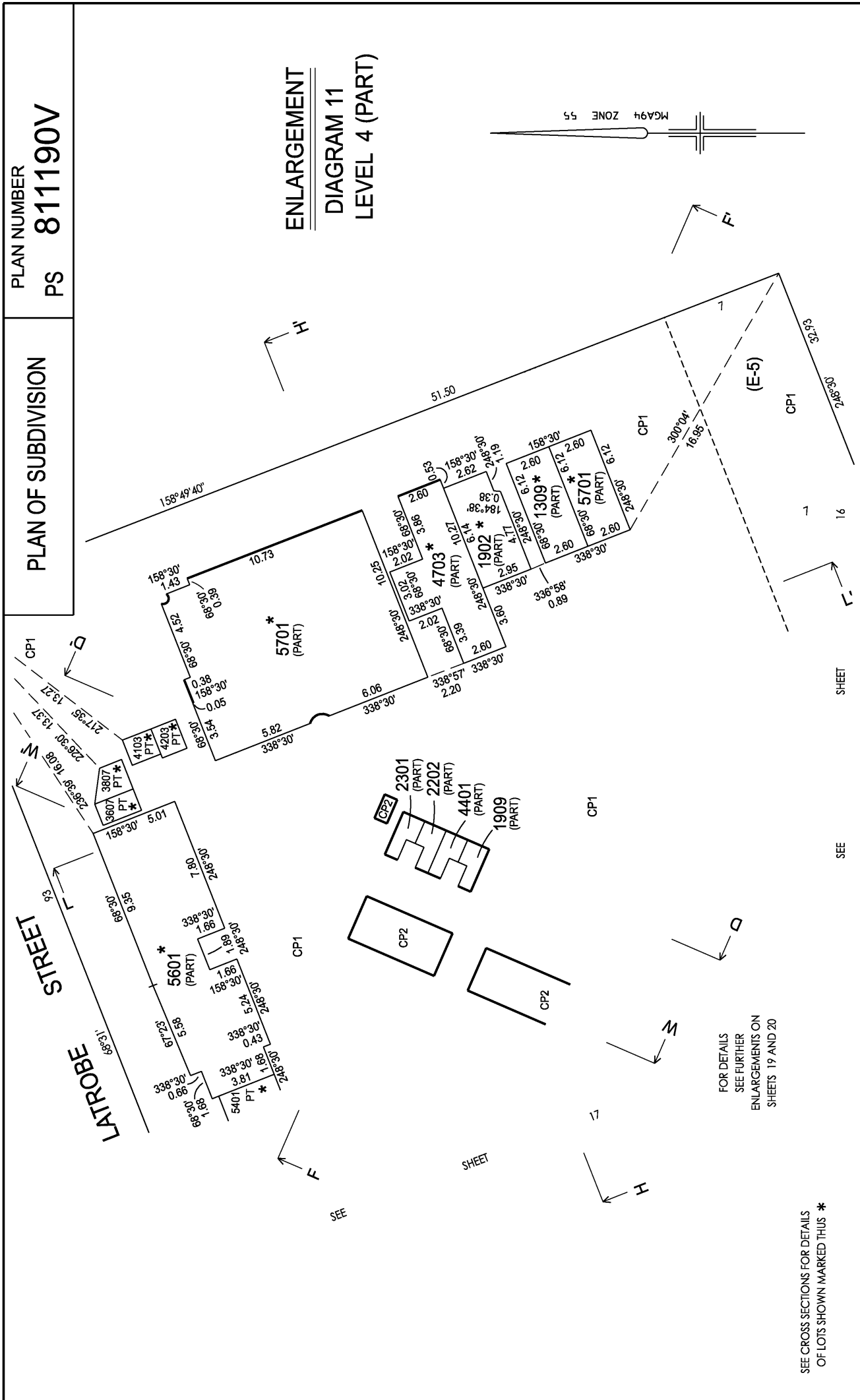


SCALE
 1:200

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REF: 9319	VERSION: 18	ORIGINAL SHEET SIZE A3	SHEET 17
LICENSED SURVEYOR: SIMON COX			



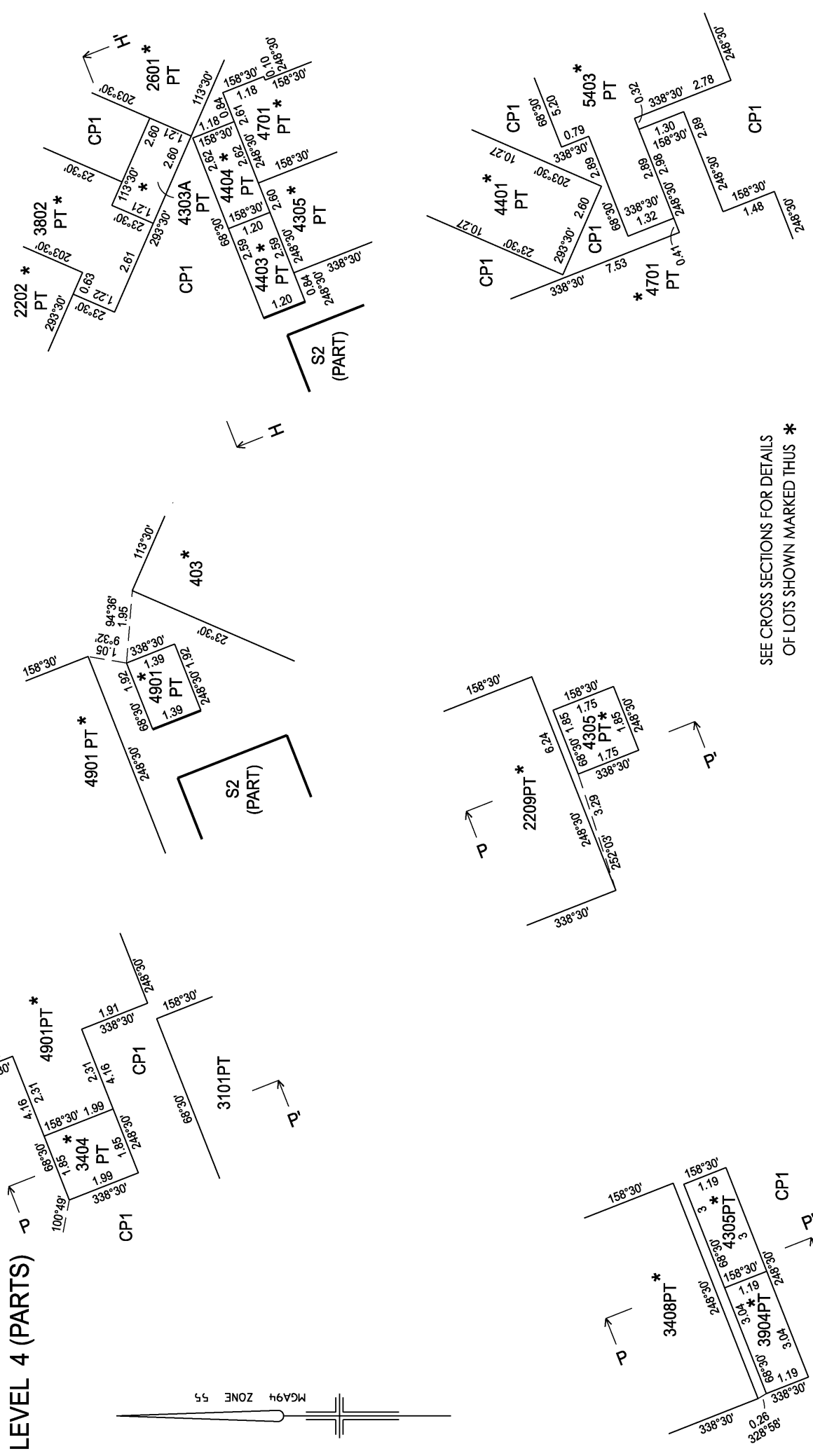
<p>PLAN OF SUBDIVISION</p> <p>PLAN NUMBER PS 811190V</p>	<p>REF: 9319</p> <p>VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 18</p>
<p>SCALE</p> <p>1:200</p> <p>LENGTHS ARE IN METRES</p>	<p>Breese Pitt Dixon Pty Ltd</p> <p>1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p> <p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>	


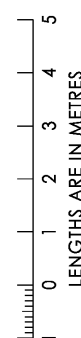
PLAN OF SUBDIVISION

PLAN NUMBER
PS 811190V

**ENLARGEMENTS
DIAGRAM 11**

LEVEL 4 (PARTS)



 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	SCALE	1:100
	<p>LENGTHS ARE IN METRES</p> 	<p>REF: 9319</p> <p>VERSION: 18</p> <p>LICENSED SURVEYOR: SIMON COX</p>
	ORIGINAL SHEET SIZE A3	SHEET 19

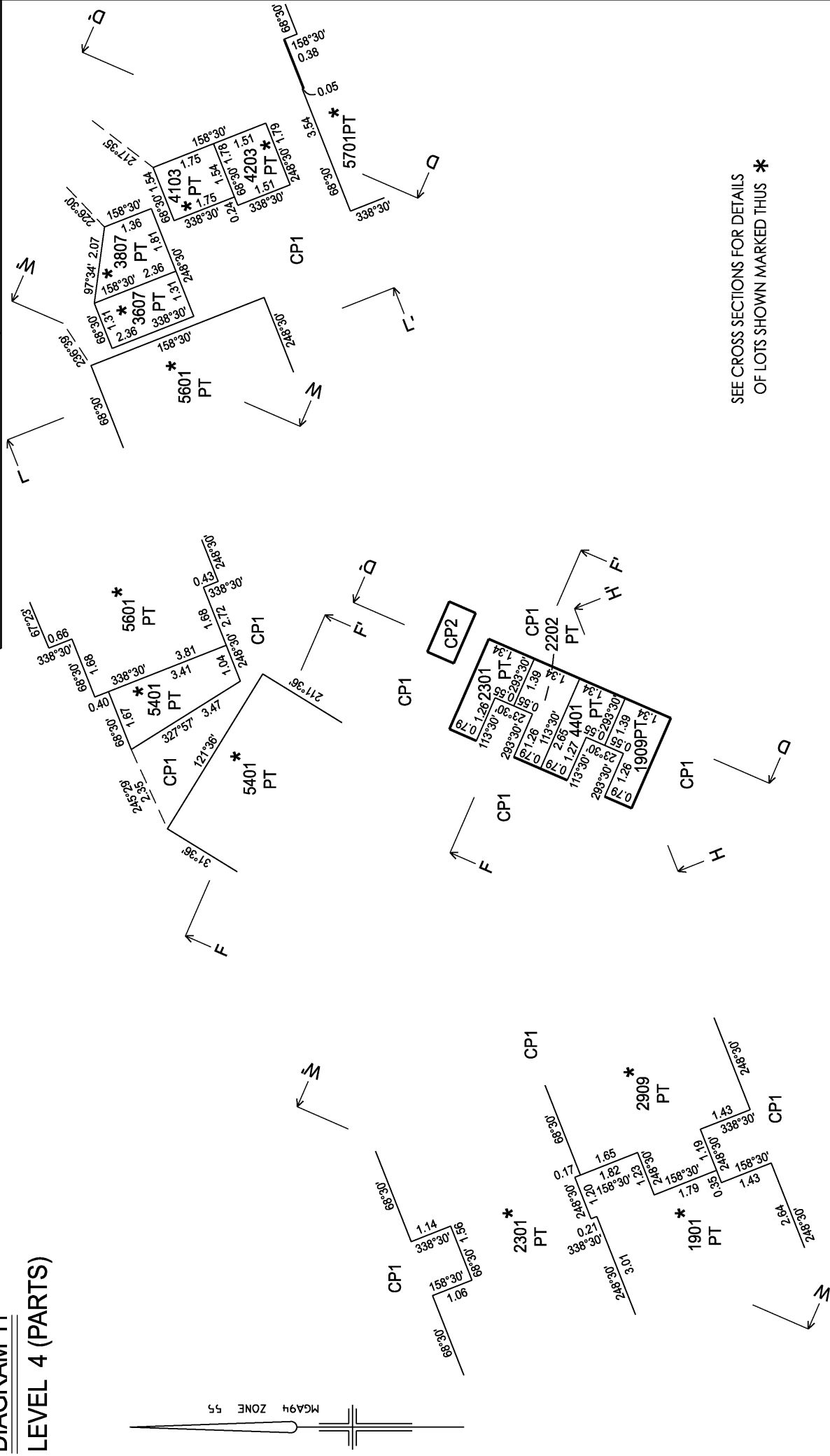
ENLARGEMENTS DIAGRAM 11

LEVEL 4 (PARTS)


PLAN OF SUBDIVISION

PLAN NUMBER

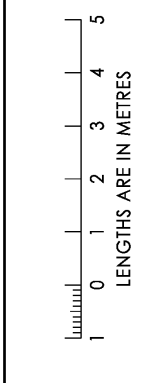
PS 811190V



SEE CROSS SECTIONS FOR DETAILS
OF LOTS SHOWN MARKED THUS *

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1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

SCALE
1:100



REF: 9319 VERSION: 18

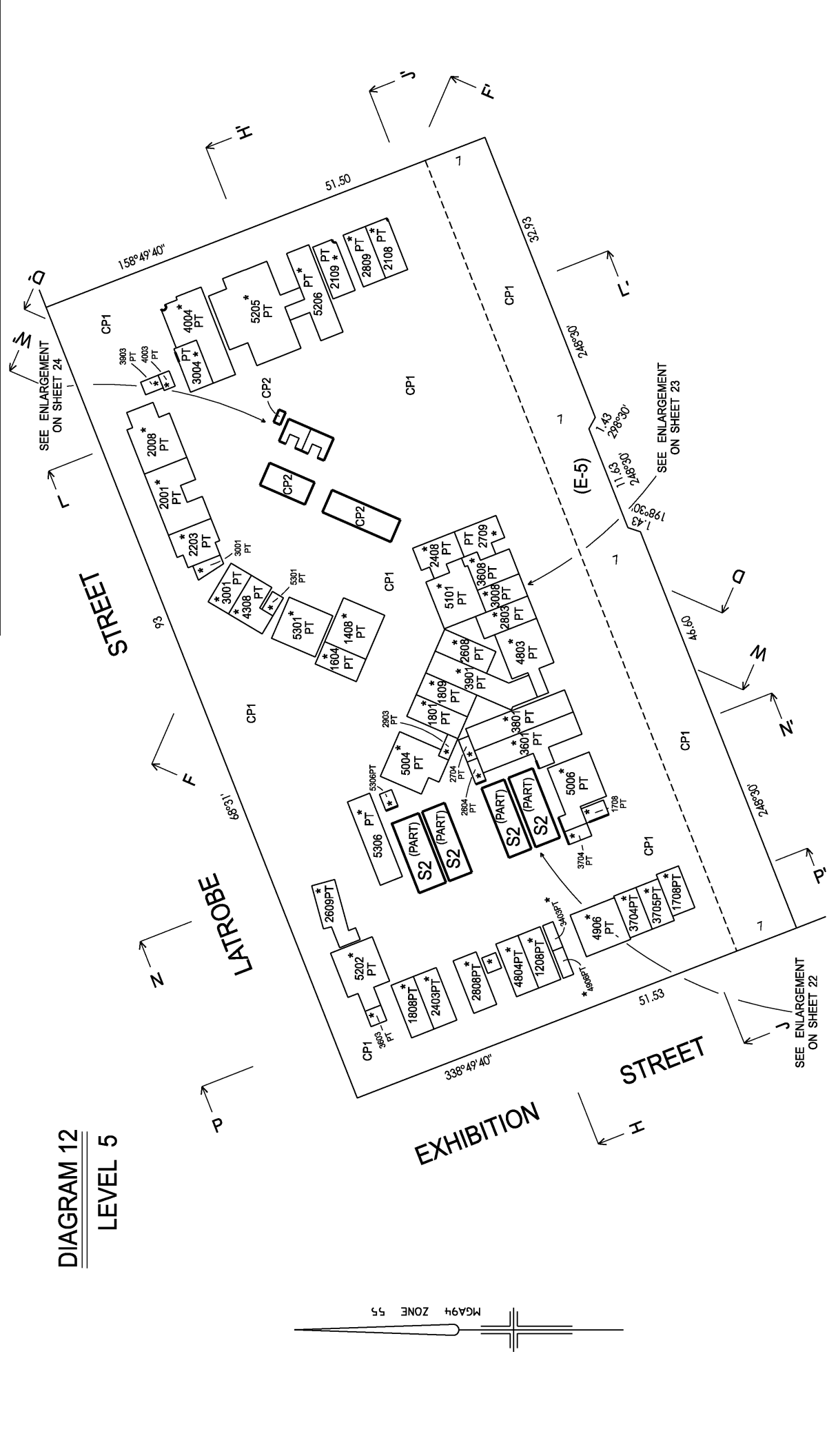
Digitally signed by: Simon Patrick Cox, Licensed Surveyor,
Surveyor's Plan Version (18),
23/08/2022, SPEAR Ref: S150011C

ORIGINAL SHEET SIZE A3 SHEET 20

PLAN OF SUBDIVISION
PS 811190V

PLAN NUMBER
PS 811190V

DIAGRAM 12
LEVEL 5



<p>SCALE 1:400</p>	<p>LENGTHS ARE IN METRES</p>	<p>REF: 9319</p>	<p>VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 21</p>
<p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>		<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>		<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C SPEAR Ref: S150011C</p>	



PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

ENLARGEMENT
 DIAGRAM 12
 LEVEL 5 (PART)



SEE SHEET 22

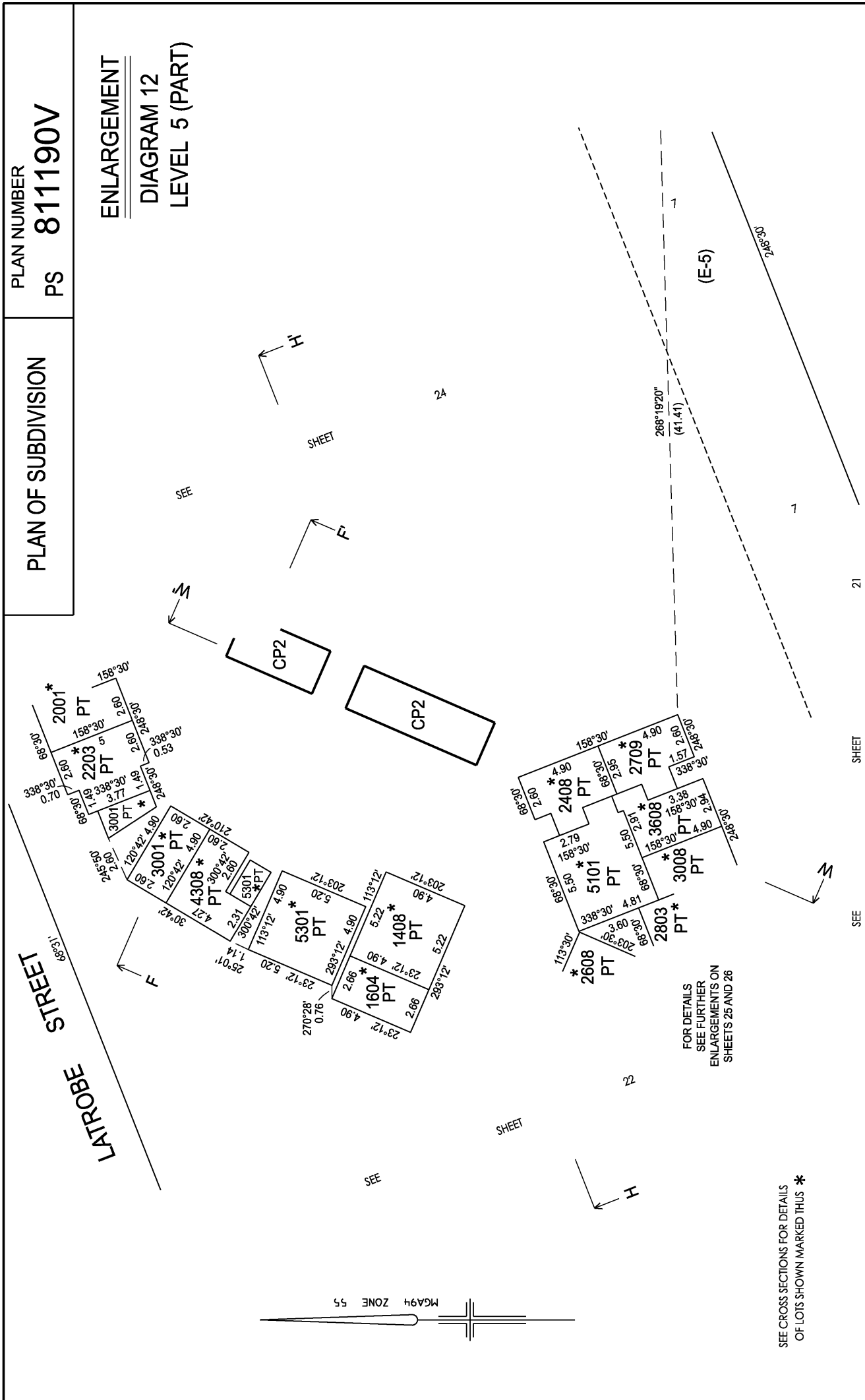
SEE SHEET 21

SEE SHEET 20

FOR DETAILS
 SEE FURTHER
 ENLARGEMENTS ON
 SHEETS 25 AND 26

SEE CROSS SECTIONS FOR DETAILS
 OF LOTS SHOWN MARKED THIS *

 <p>Breed Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>
<p>SCALE 1:200</p> <p>LENGTHS ARE IN METRES</p> 	<p>REF: 9319</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>
<p>VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 19/09/2022, SPEAR Ref: S150011C</p>	<p>SHEET 22</p> <p>ORIGINAL SHEET SIZE A3</p>



PLAN OF SUBDIVISION
 PS 811190V

ENLARGEMENT
 DIAGRAM 12
 LEVEL 5 (PART)

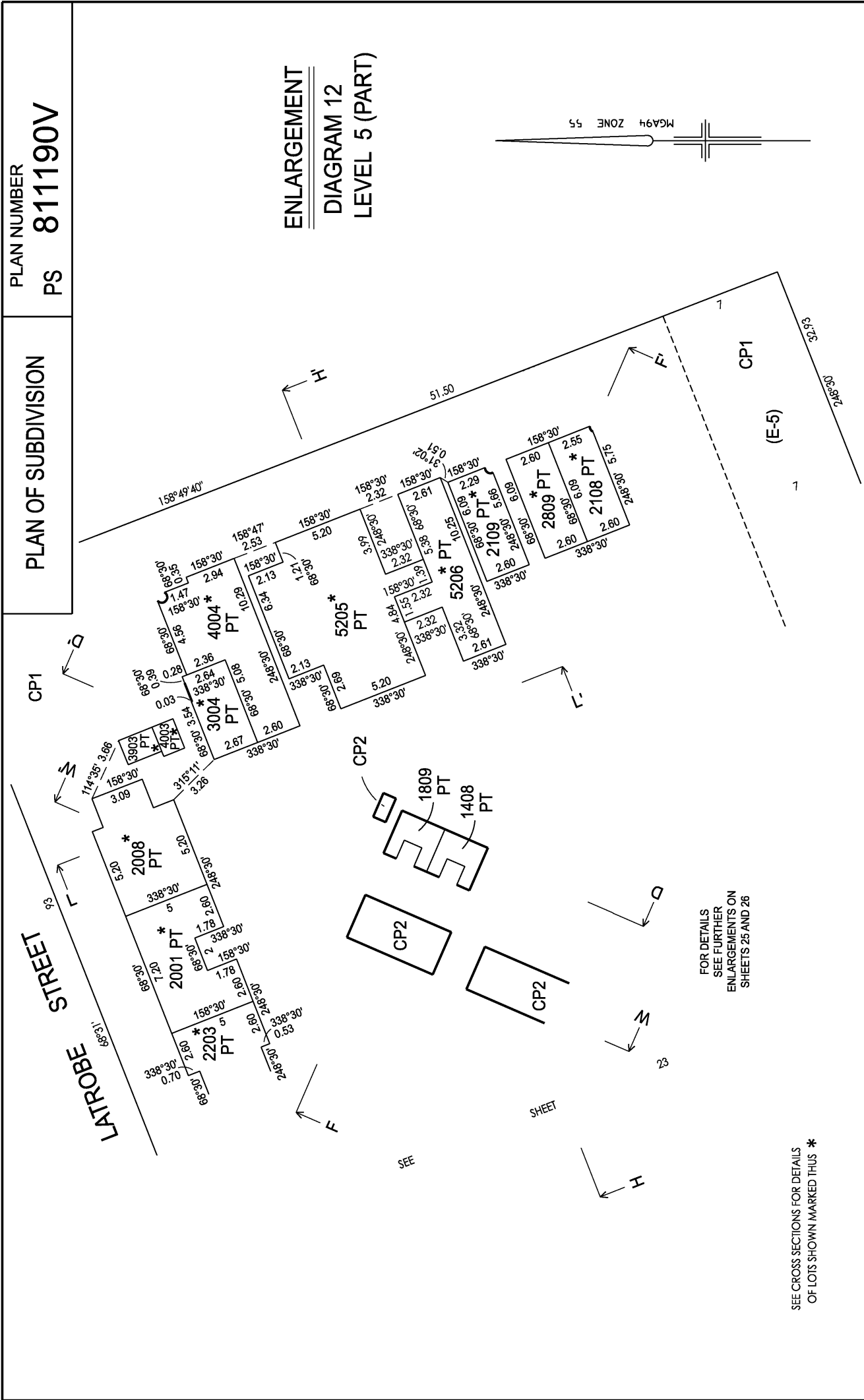
LATROBE STREET

MGA94 ZONE 55

FOR DETAILS
 SEE FURTHER
 ENLARGEMENTS ON
 SHEETS 25 AND 26

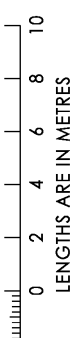
SEE CROSS SECTIONS FOR DETAILS
 OF LOTS SHOWN MARKED THUS *

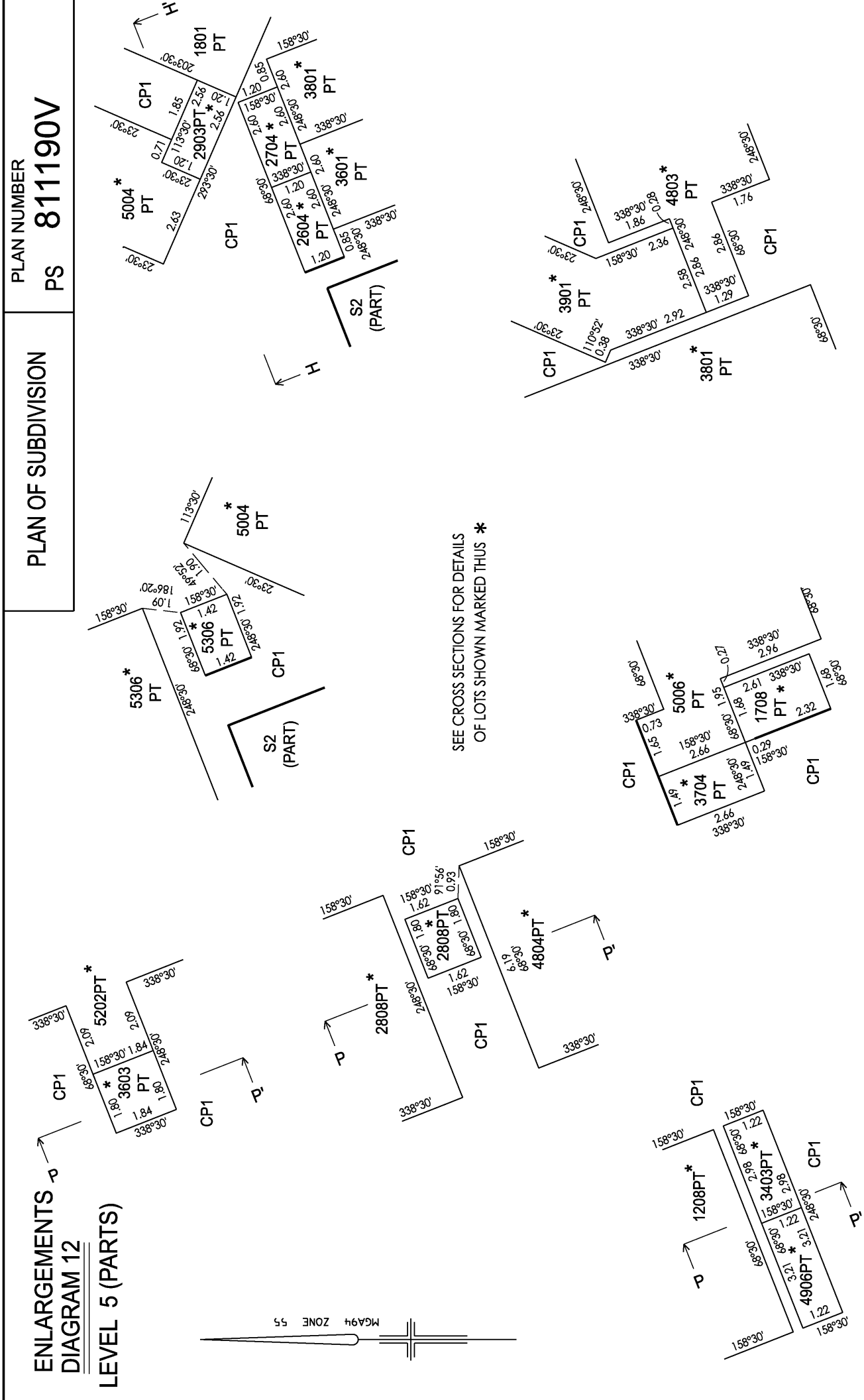
PLAN NUMBER PS 811190V	PLAN OF SUBDIVISION	SEE SHEET 21	SEE SHEET 22	SEE SHEET 23
ENLARGEMENT DIAGRAM 12 LEVEL 5 (PART)	VERSION: 18	REF: 9319	SCALE 1:200	SHEET 23
Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C	Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C	Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C	LENGTHS ARE IN METRES 	Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.



PLAN OF SUBDIVISION

PLAN NUMBER
PS 811190V

SCALE 1:200	 <p>LENGTHS ARE IN METRES</p>	VERSION: 18	SHEET 24
Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		REF: 9319	ORIGINAL SHEET SIZE A3
Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.		Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C	





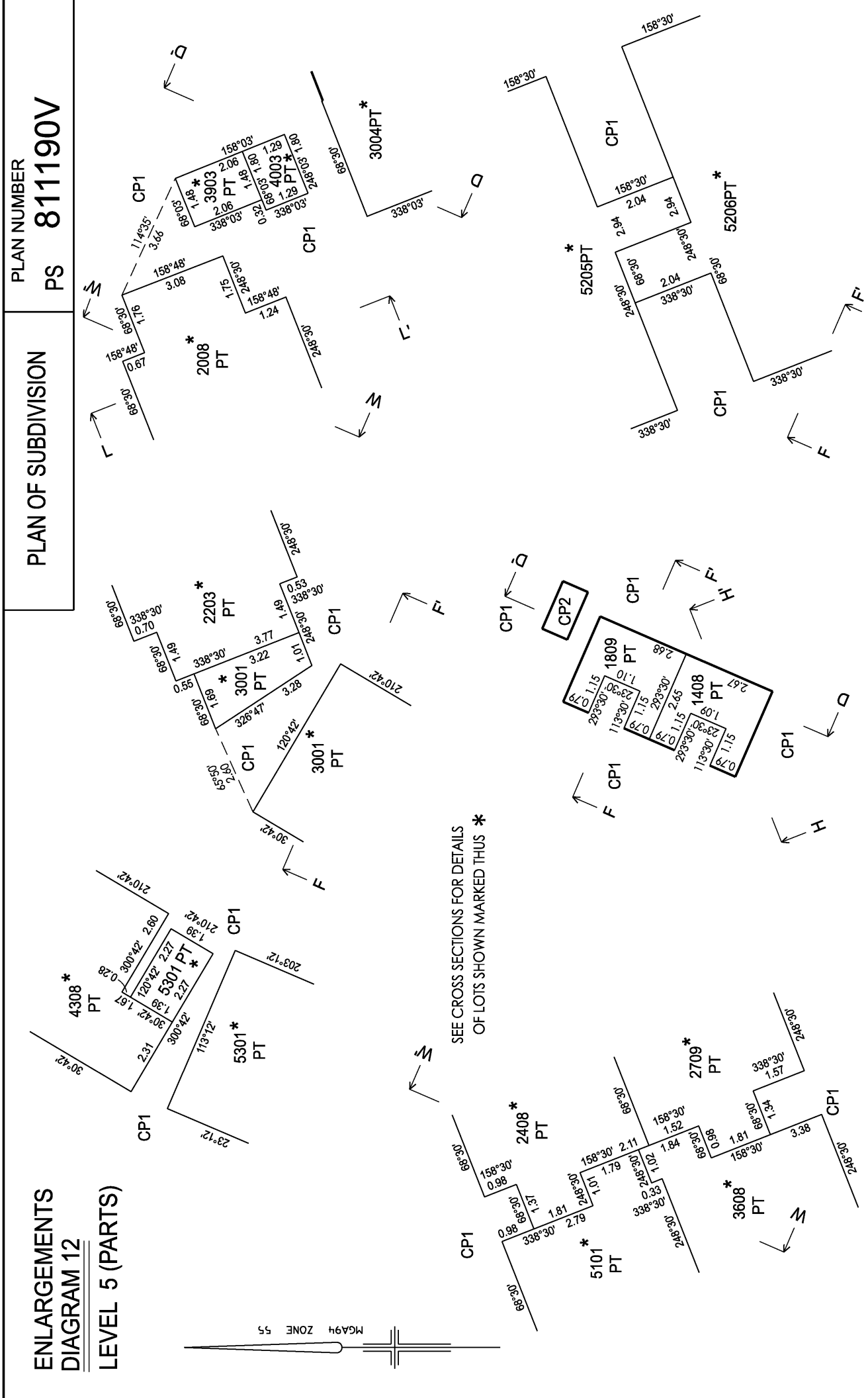
SEE CROSS SECTIONS FOR DETAILS
OF LOTS SHOWN MARKED THUS *

PLAN OF SUBDIVISION

PLAN NUMBER
PS 811190V

ENLARGEMENTS
DIAGRAM 12
LEVEL 5 (PARTS)

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:100</p>	<p>LENGTHS ARE IN METRES</p> 	<p>REF: 9319</p>	<p>VERSION: 18</p>	<p>SHEET 25</p>
<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>					



PLAN OF SUBDIVISION
 PS 811190V
 PLAN NUMBER

ENLARGEMENTS
 DIAGRAM 12
 LEVEL 5 (PARTS)

<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>	<p>SCALE 1:100</p>	<p>LENGTHS ARE IN METRES</p>
<p>REF: 9319</p>	<p>VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 26</p>
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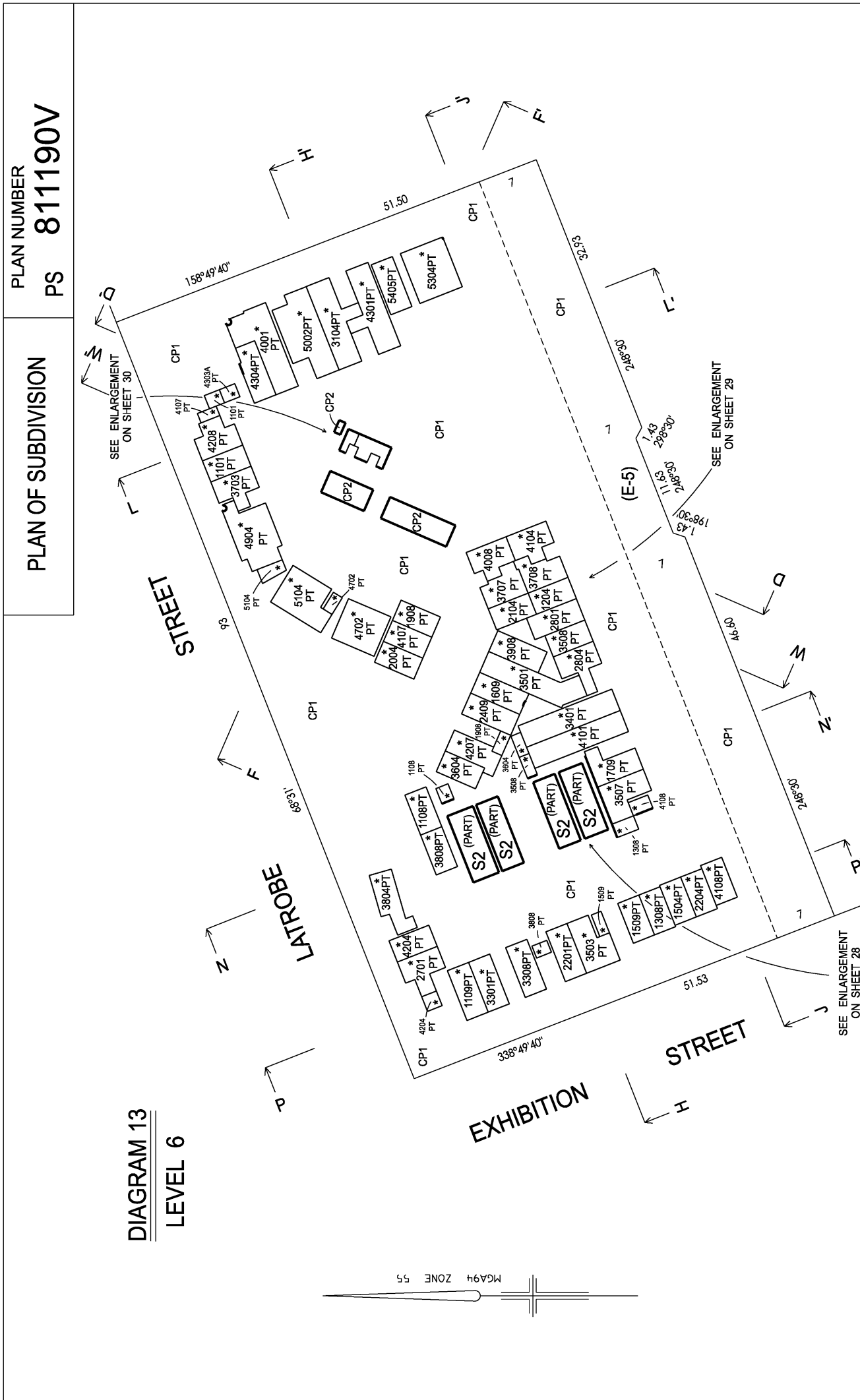


DIAGRAM 13
LEVEL 6

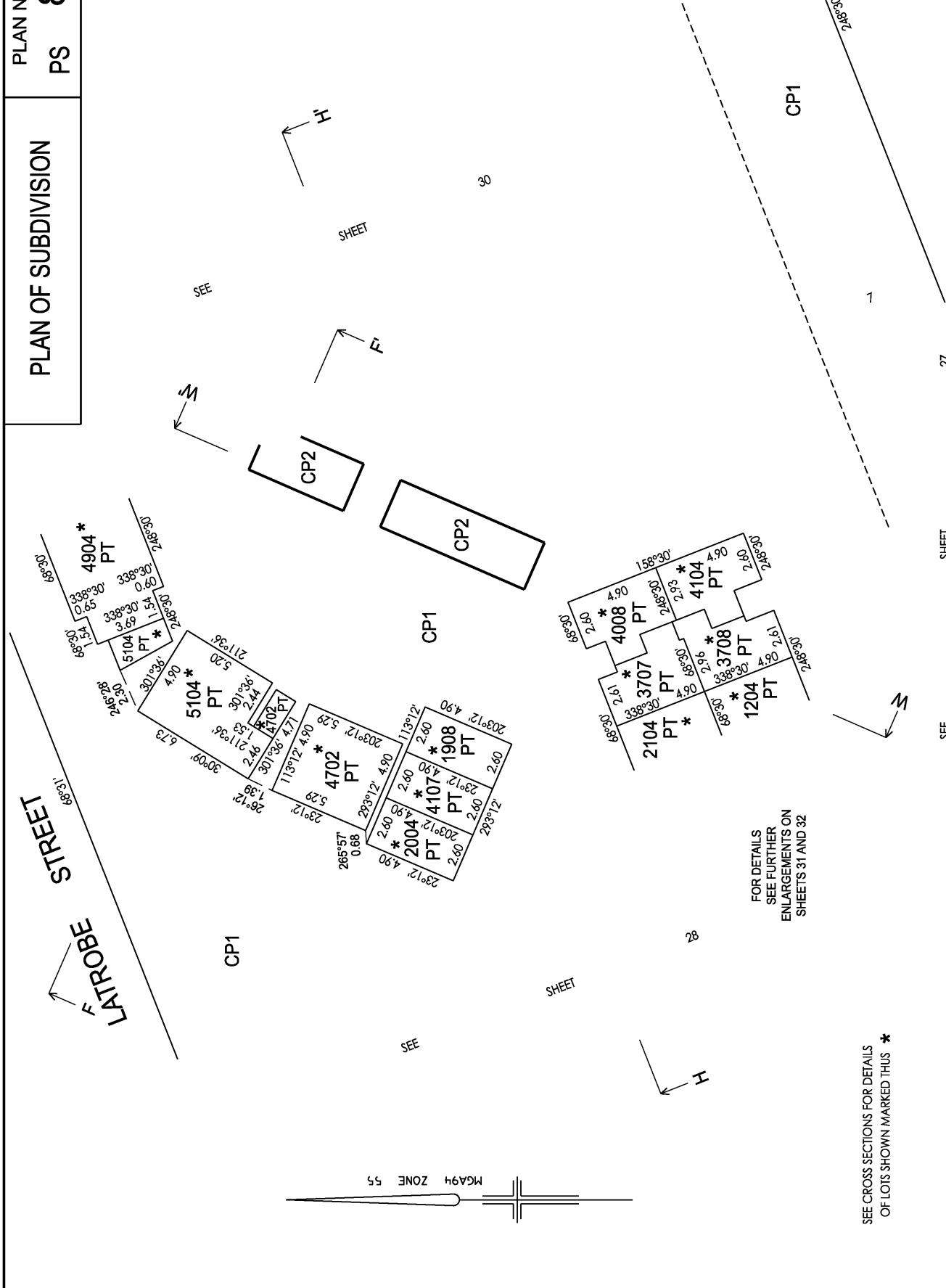
PLAN OF SUBDIVISION
PLAN NUMBER
PS 811190V

<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:400</p>	<p>LENGTHS ARE IN METRES</p>	<p>REF: 9319</p>	<p>VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 27</p>
	<p>LICENSED SURVEYOR: SIMON COX</p>	<p>SEE ENLARGEMENT ON SHEET 28</p>	<p>SEE ENLARGEMENT ON SHEET 29</p>	<p>SEE ENLARGEMENT ON SHEET 30</p>	<p>(E-5)</p>	<p>CP1</p>

PLAN OF SUBDIVISION

PLAN NUMBER
PS 811190V

ENLARGEMENT
DIAGRAM 13
LEVEL 6 (PART)



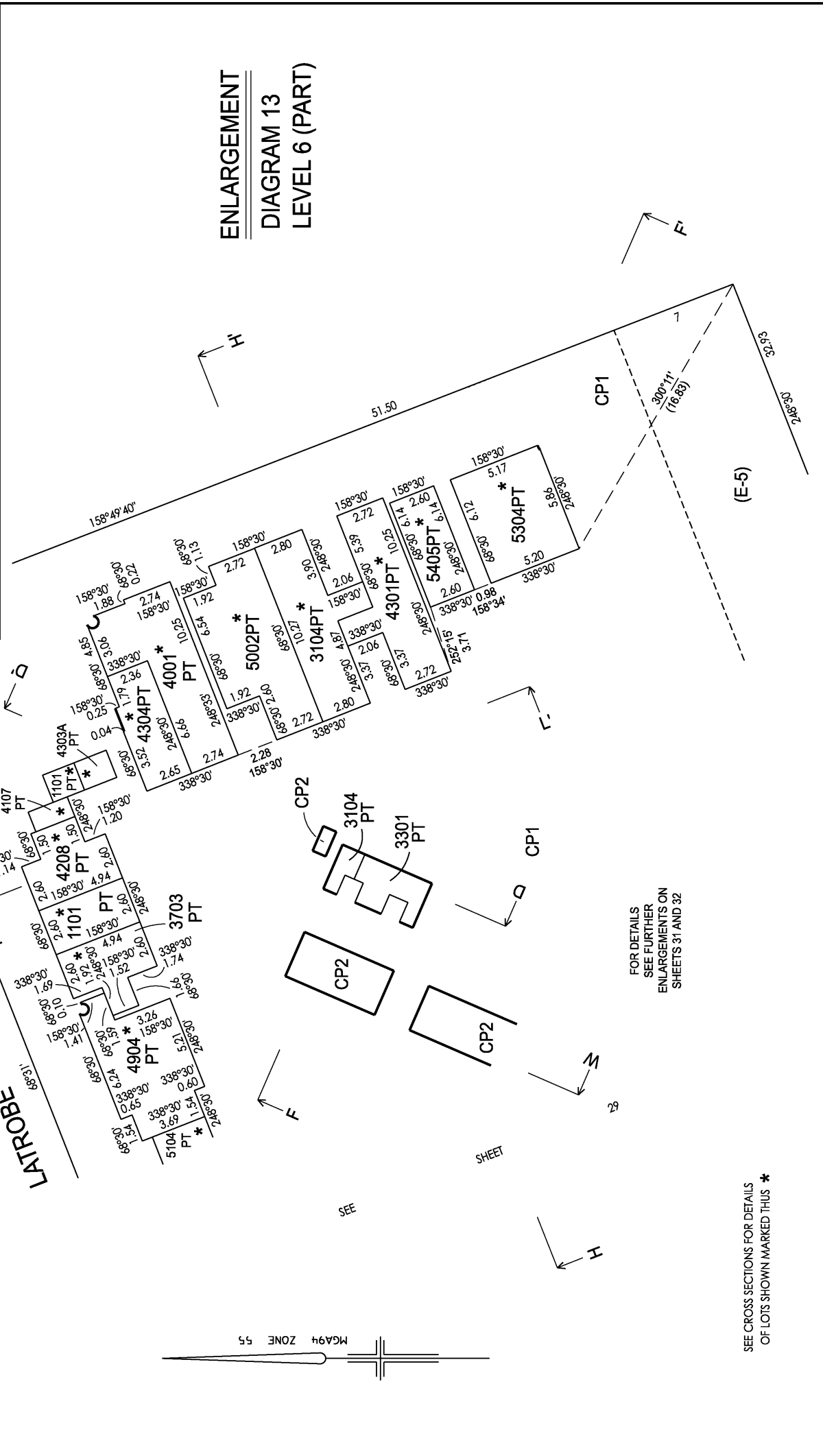
FOR DETAILS
SEE FURTHER
ENLARGEMENTS ON
SHEETS 31 AND 32

SEE CROSS SECTIONS FOR DETAILS
OF LOTS SHOWN MARKED THUS *

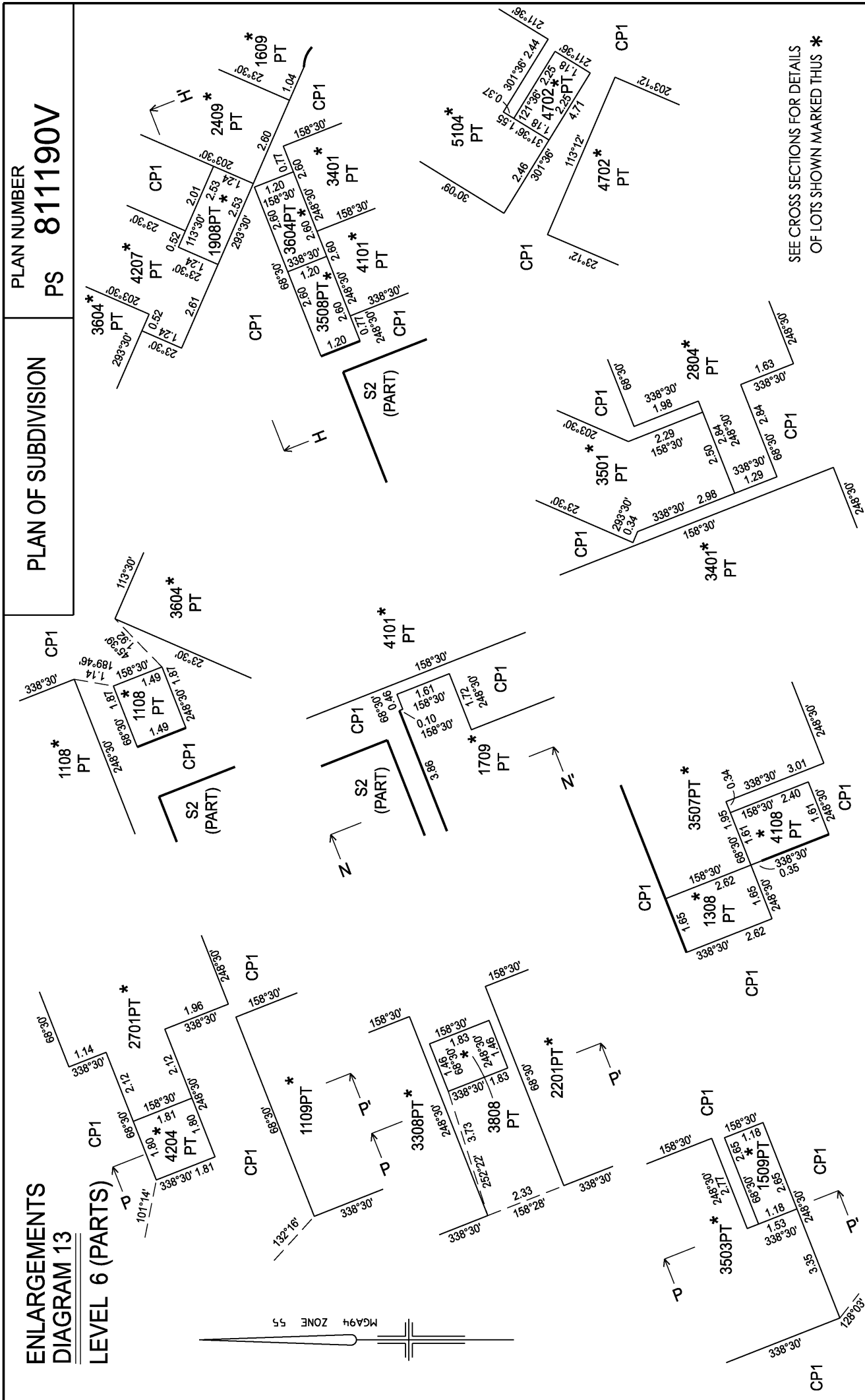
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Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C			
SCALE		LENGTHS ARE IN METRES	
Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.	

PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V



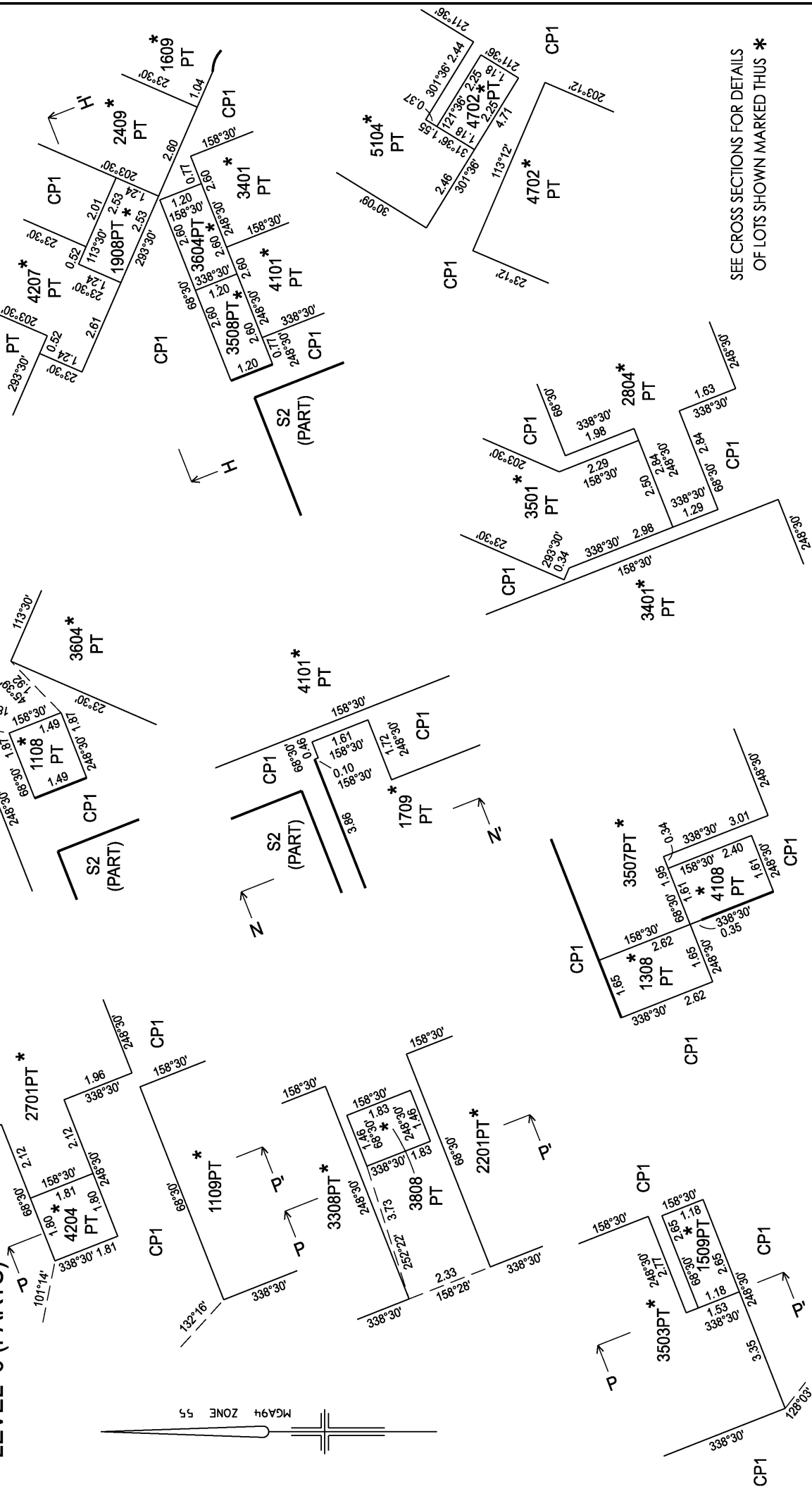
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	<p>LICENSED SURVEYOR: SIMON COX</p>	<p>51.50</p> <p>300°11' (16.83)</p> <p>38.75</p> <p>203.90°2</p>	<p>CP1</p> <p>CP2</p> <p>CP1</p>	<p>4904 PT *</p> <p>1101 PT *</p> <p>4208 PT *</p> <p>4303A PT *</p> <p>4304 PT *</p> <p>4001 PT *</p> <p>5002 PT *</p> <p>3104 PT *</p> <p>4301 PT *</p> <p>5405 PT *</p> <p>5304 PT *</p>	<p>SEE</p> <p>SHEET</p>	<p>SEE CROSS SECTIONS FOR DETAILS OF LOTS SHOWN MARKED THIS *</p>



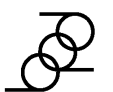
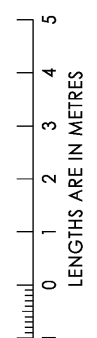
ENLARGEMENTS
DIAGRAM 13

PLAN OF SUBDIVISION
PS 811190V

LEVEL 6 (PARTS)

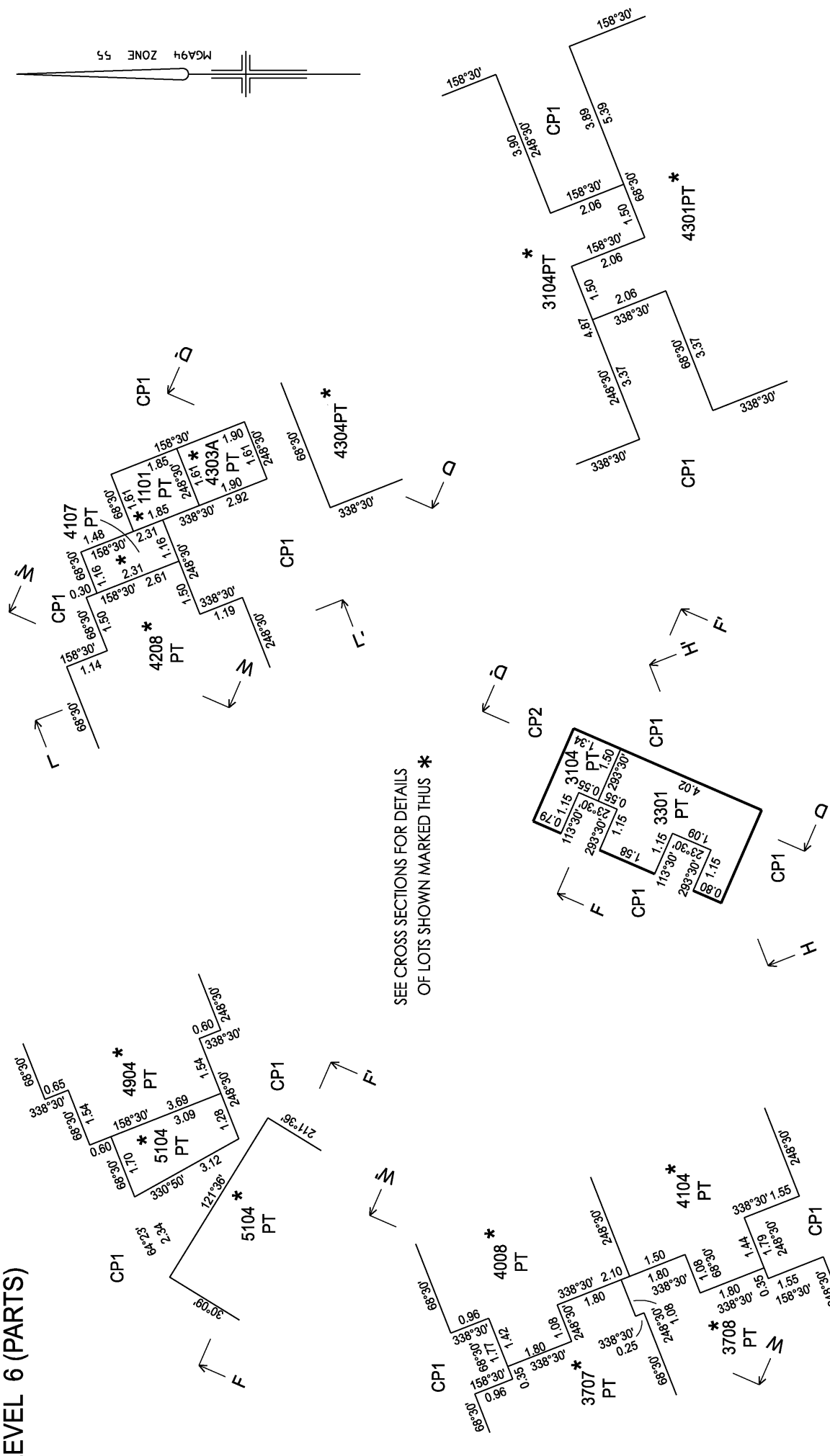


SEE CROSS SECTIONS FOR DETAILS
OF LOTS SHOWN MARKED THUS *


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<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>					

PLAN OF SUBDIVISION
 PS 811190V
 PLAN NUMBER

ENLARGEMENTS
 DIAGRAM 13
 LEVEL 6 (PARTS)



SEE CROSS SECTIONS FOR DETAILS
 OF LOTS SHOWN MARKED THIS *

 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:100	REF: 9319 VERSION: 18 LICENSED SURVEYOR: SIMON COX	ORIGINAL SHEET SIZE A3	SHEET 32
	LENGTHS ARE IN METRES 1 0 1 2 3 4 5	REF: 9319 VERSION: 18 LICENSED SURVEYOR: SIMON COX	ORIGINAL SHEET SIZE A3	SHEET 32

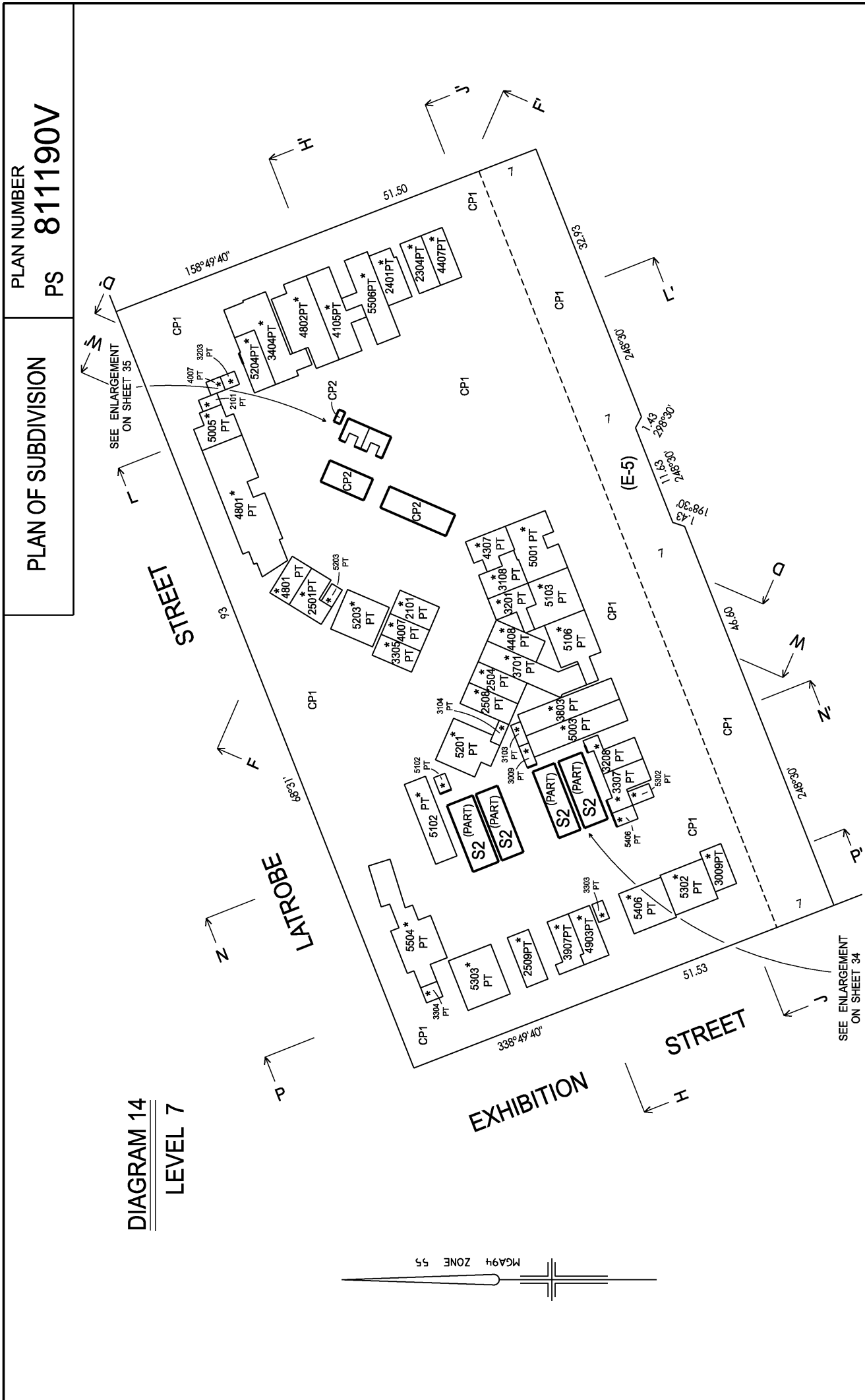
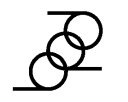


DIAGRAM 14
LEVEL 7

PLAN OF SUBDIVISION
PS 811190V

PLAN NUMBER
PS 811190V

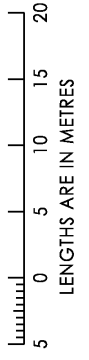


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Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.

SCALE

1:400



REF: 9319

VERSION: 18

SHEET 33

Digitally signed by: Simon Patrick Cox, Licensed Surveyor,
Surveyor's Plan Version (18),
23/08/2022, SPEAR Ref: S150011C

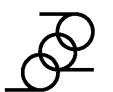

Digitally signed by:
Melbourne City Council,
19/09/2022,
SPEAR Ref: S150011C



SEE CROSS SECTIONS FOR DETAILS
OF LOTS SHOWN MARKED THUS *

PLAN NUMBER
PS 811190V

PLAN OF SUBDIVISION

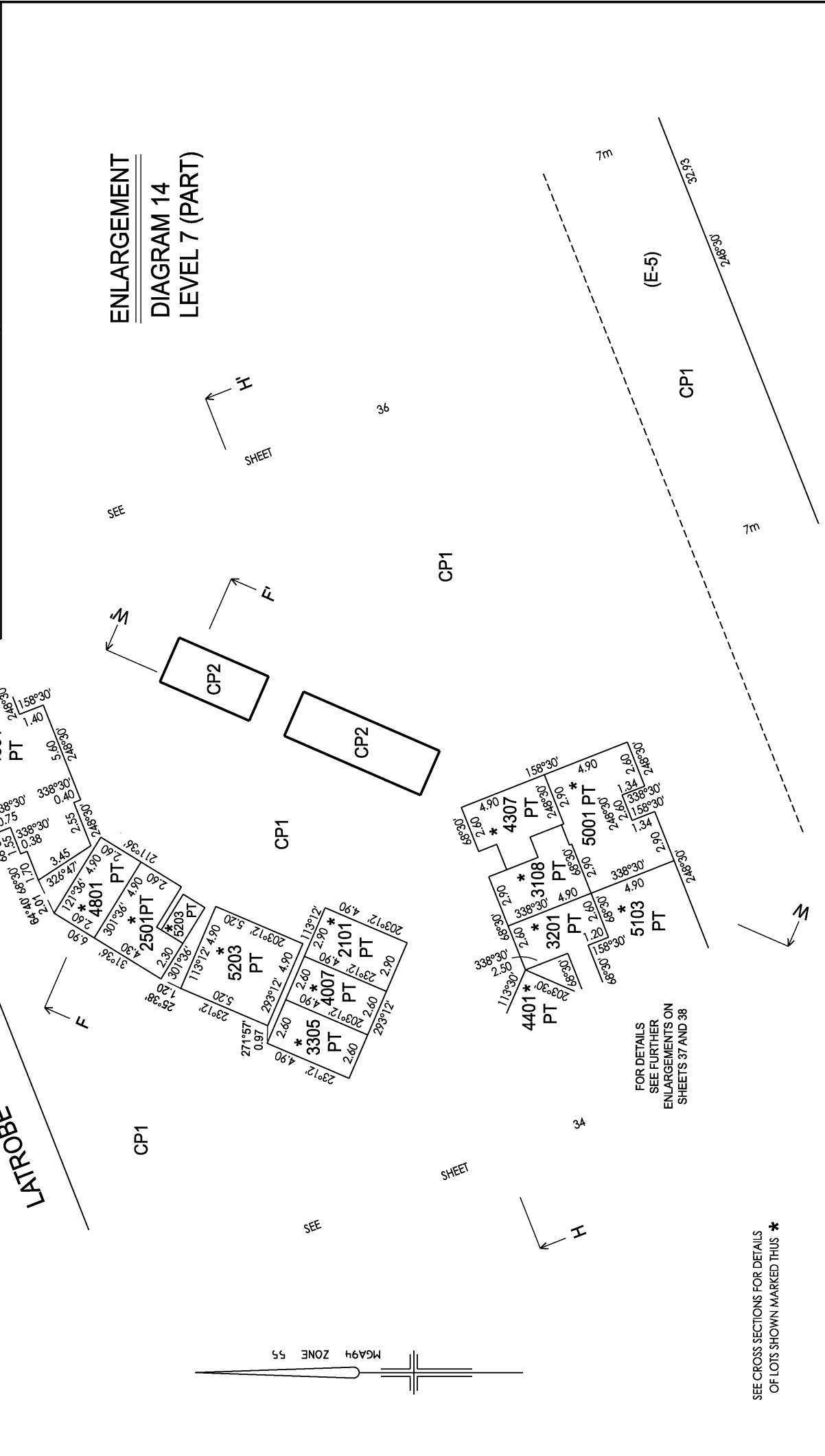
 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>
<p>SCALE 1:200</p>	<p>LENGTHS ARE IN METRES</p> 
<p>REF: 9319</p>	<p>VERSION: 18</p>
<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 34</p>
<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	

FOR DETAILS
SEE FURTHER
ENLARGEMENTS ON
SHEETS 37 AND 38

ENLARGEMENT
DIAGRAM 14
LEVEL 7 (PART)

PLAN OF SUBDIVISION

PLAN NUMBER
PS 811190V



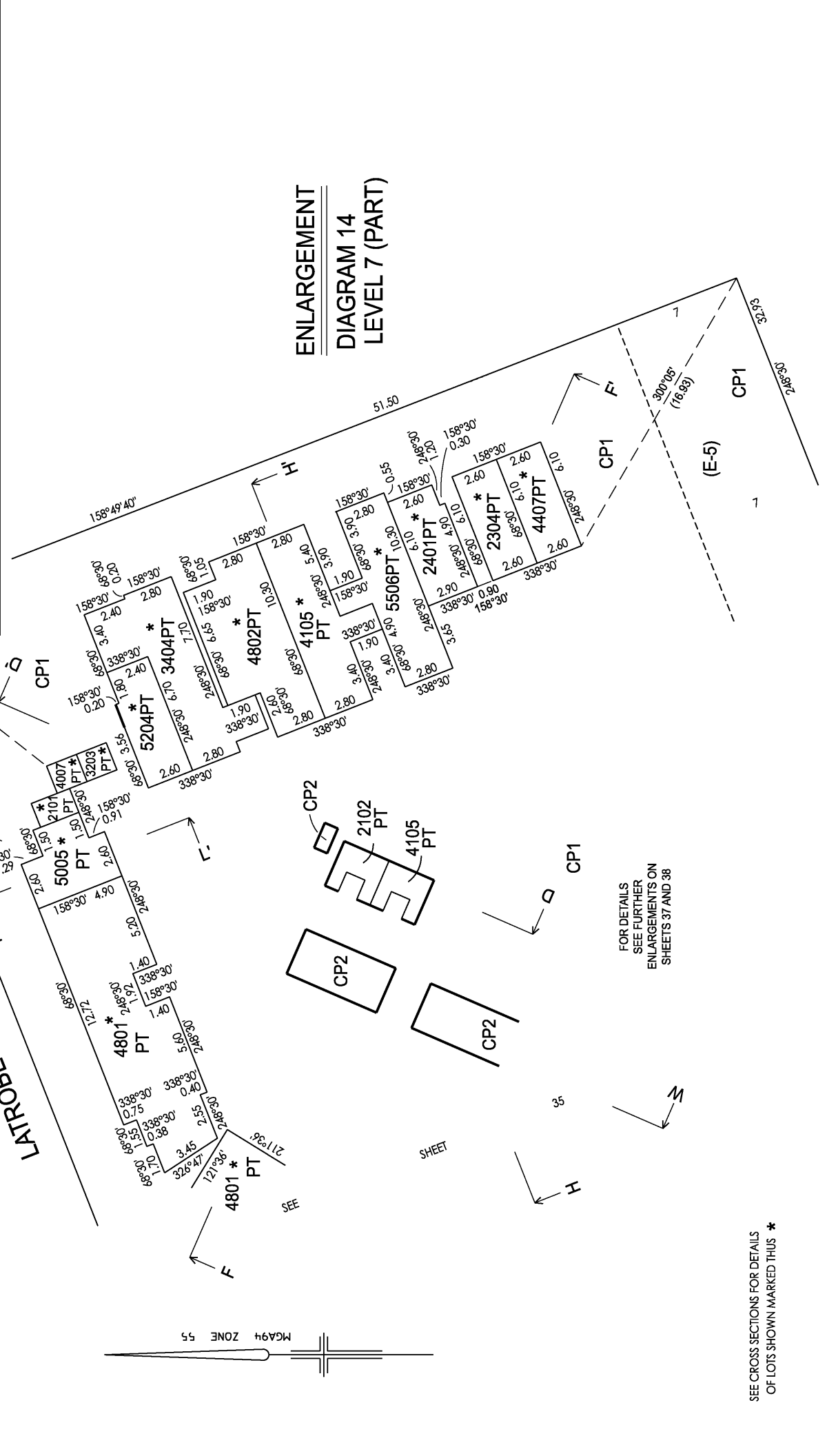
FOR DETAILS
SEE FURTHER
ENLARGEMENTS ON
SHEETS 37 AND 38

SEE CROSS SECTIONS FOR DETAILS
OF LOTS SHOWN MARKED THUS *

<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>	<p>SCALE 1:200</p> <p>LENGTHS ARE IN METRES</p>	<p>REF: 9319</p> <p>VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 35</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
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PLAN OF SUBDIVISION
PLAN NUMBER
PS 811190V

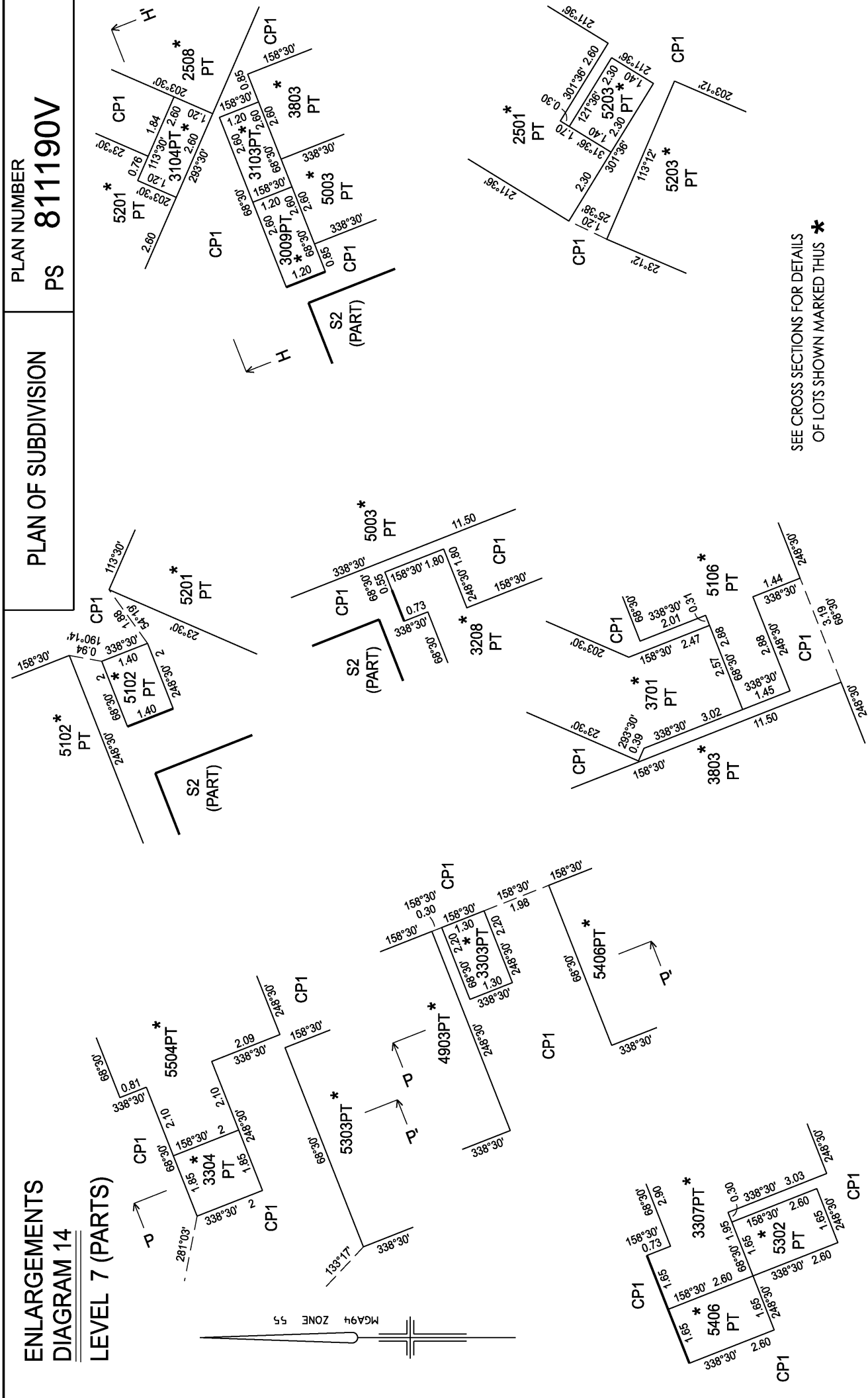
ENLARGEMENT
DIAGRAM 14
LEVEL 7 (PART)



FOR DETAILS
SEE FURTHER
ENLARGEMENTS ON
SHEETS 37 AND 38

SEE CROSS SECTIONS FOR DETAILS
OF LOTS SHOWN MARKED THIS *

<p>SCALE</p> <p>1:200</p>	<p>LENGTHS ARE IN METRES</p>	<p>REF: 9319</p> <p>VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>	<p>SHEET 36</p>
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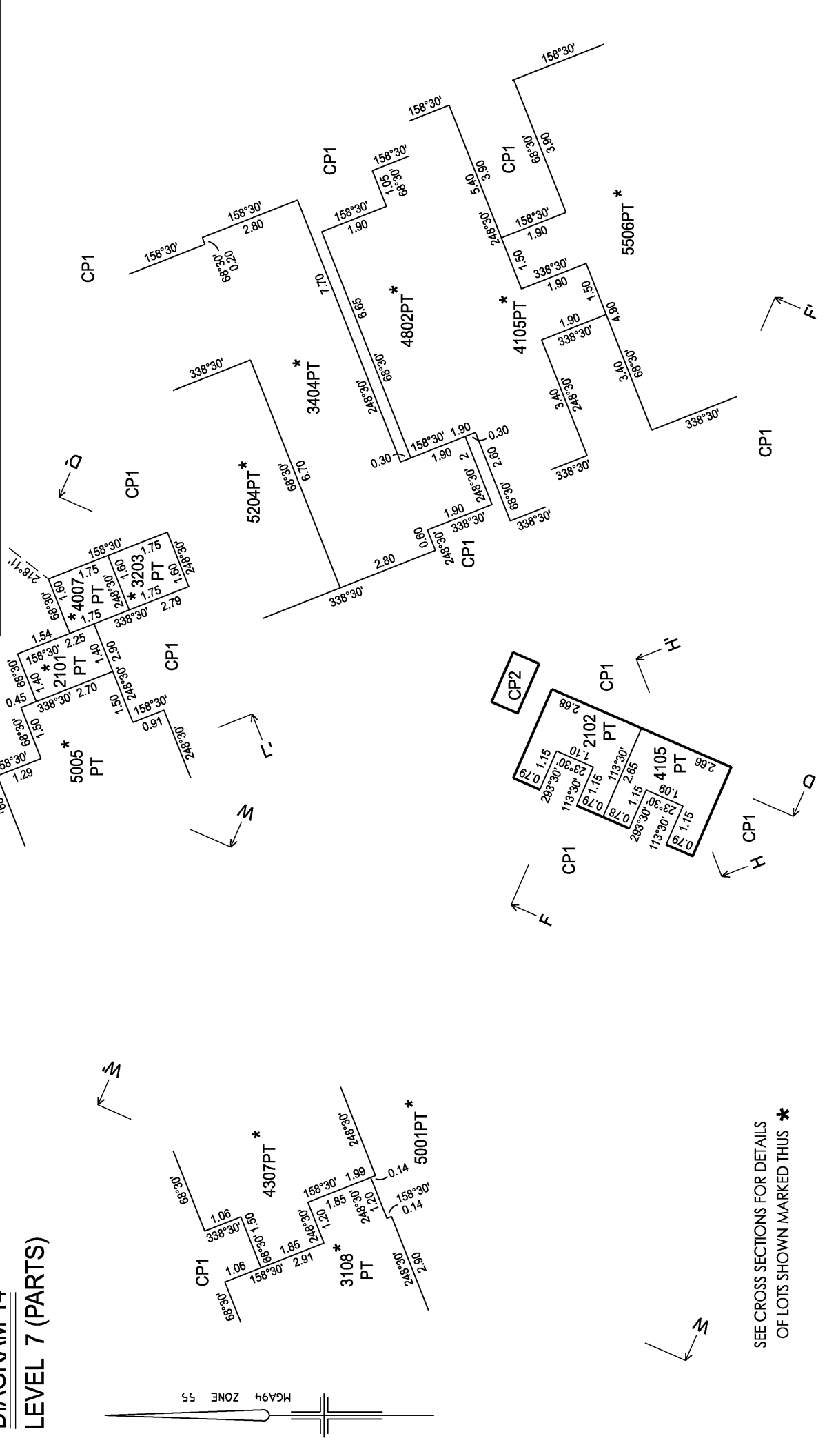


SEE CROSS SECTIONS FOR DETAILS
OF LOTS SHOWN MARKED WITH *

<p>PLAN NUMBER PS 811190V</p>	<p>PLAN OF SUBDIVISION</p>	<p>VERSION: 18</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET: 37</p>
<p>ENLARGEMENTS DIAGRAM 14 LEVEL 7 (PARTS)</p>		<p>REF: 9319</p>	<p>SCALE: 1:100</p>	<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>
<p>LENGTHS ARE IN METRES</p>		<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>		
<p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>				

PLAN NUMBER
PS 811190V

PLAN OF SUBDIVISION



SEE CROSS SECTIONS FOR DETAILS
OF LOTS SHOWN MARKED THUS *



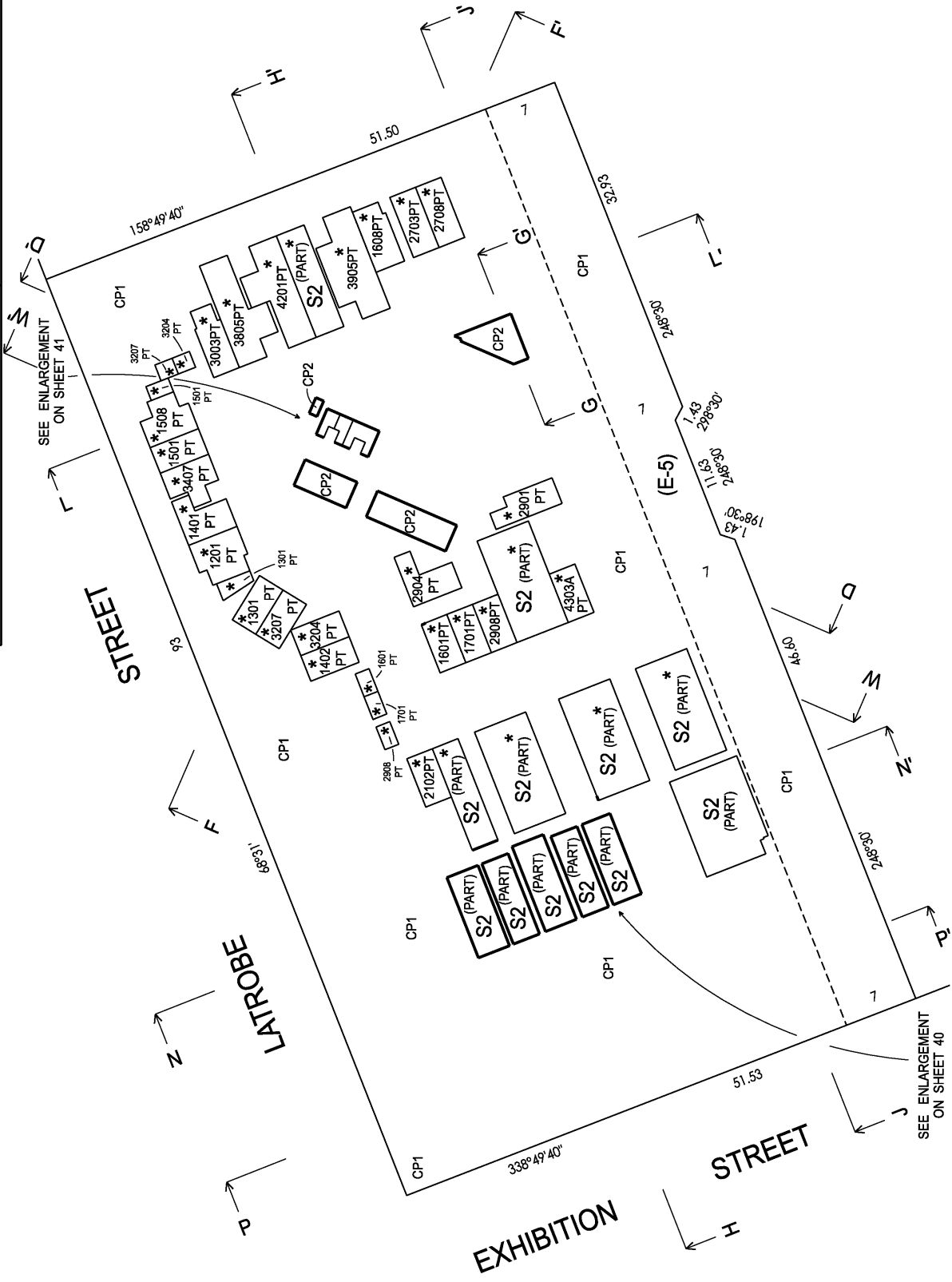
 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:100</p>	 <p>LENGTHS ARE IN METRES</p>	<p>REF: 9319</p> <p>VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 38</p>
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DIAGRAM 15
LEVEL 8

PLAN OF SUBDIVISION

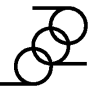
PLAN NUMBER

PS 811190V



MGA94 ZONE 55

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SCALE

1:400



REF: 9319

VERSION: 18

LICENSED SURVEYOR: SIMON COX

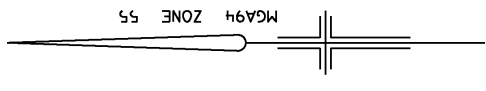
ORIGINAL SHEET SIZE A3

SHEET 39

PLAN OF SUBDIVISION

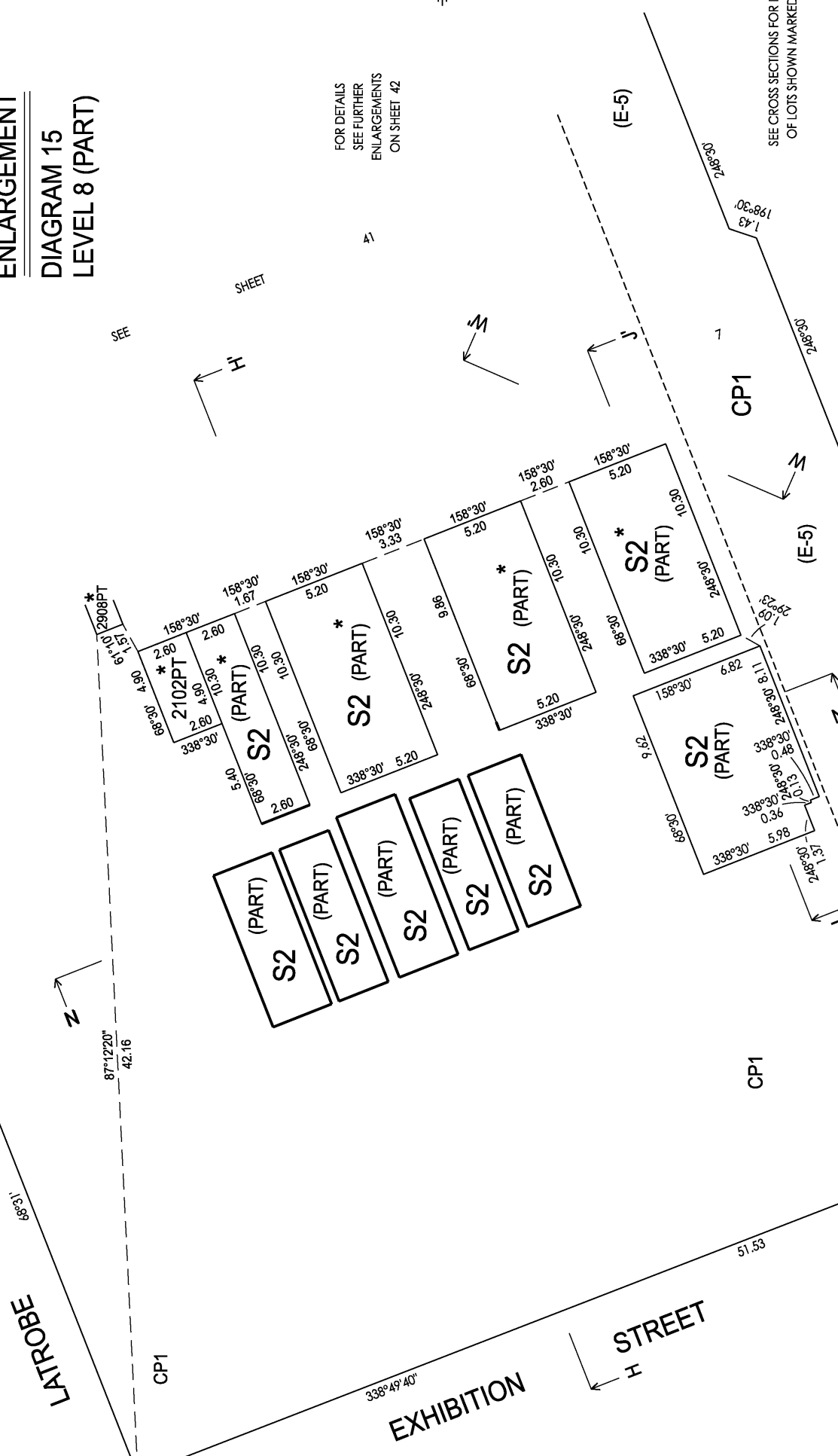
PLAN NUMBER
PS 811190V

ENLARGEMENT
DIAGRAM 15
LEVEL 8 (PART)



FOR DETAILS
SEE FURTHER
ENLARGEMENTS
ON SHEET 42

SEE CROSS SECTIONS FOR DETAILS
OF LOTS SHOWN MARKED THIS *


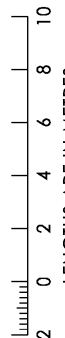


STREET

LATROBE

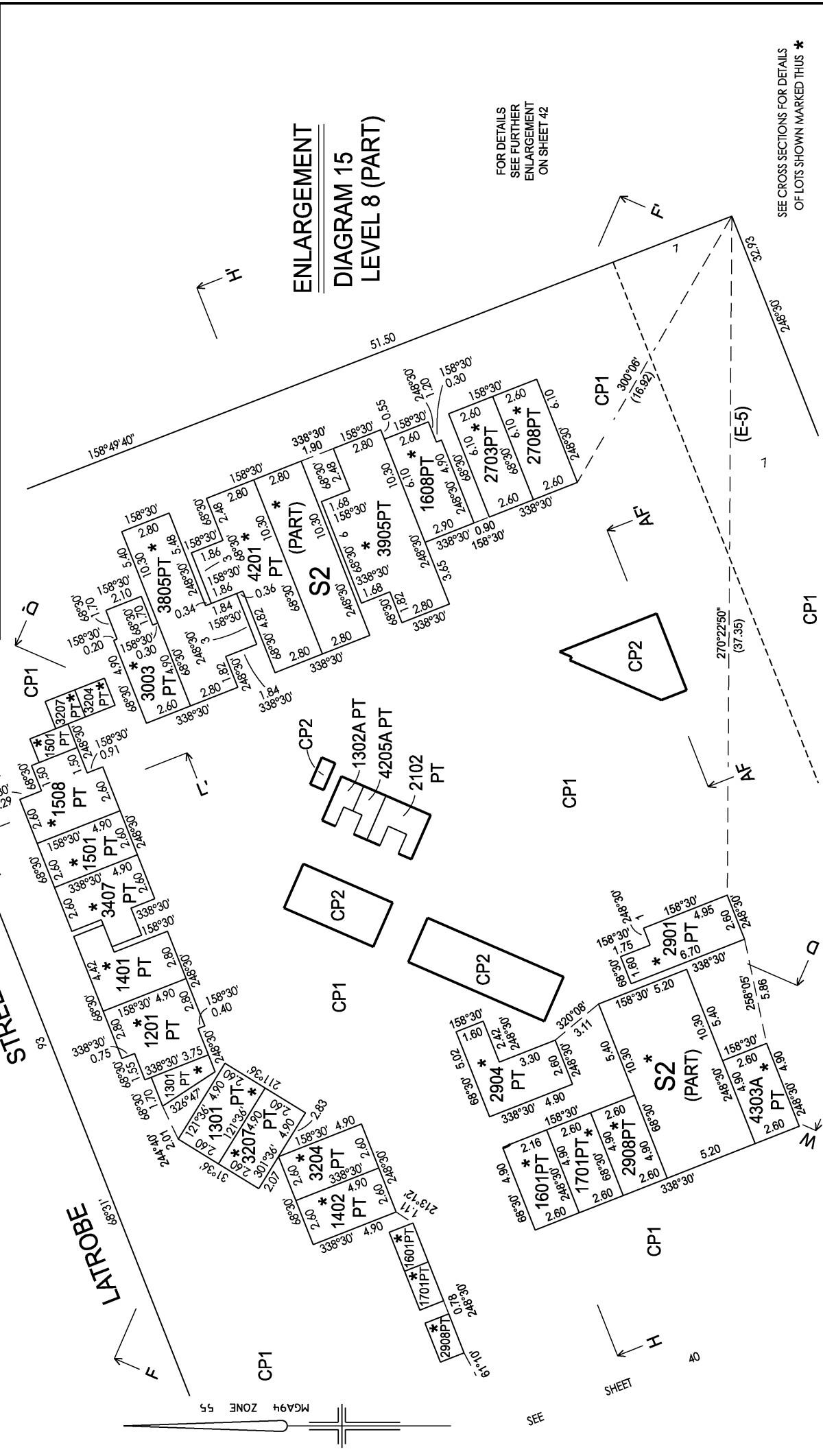
EXHIBITION

STREET

 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE	1:200	LENGTHS ARE IN METRES 	REF: 9319	VERSION: 18	ORIGINAL SHEET SIZE A3	SHEET 40
	Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C			Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C			

PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V



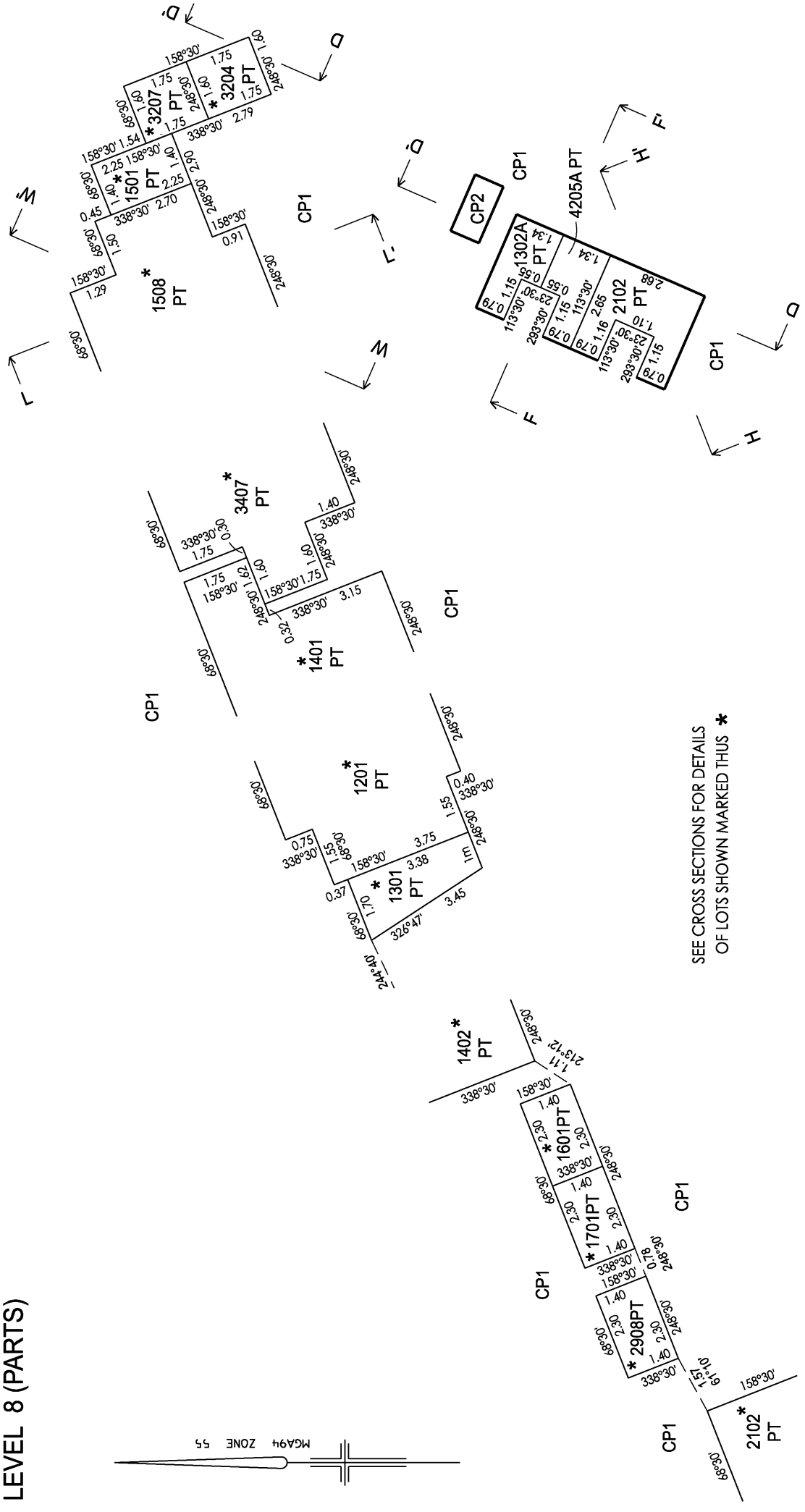
FOR DETAILS
 SEE FURTHER
 ENLARGEMENT
 ON SHEET 42


SEE CROSS SECTIONS FOR DETAILS
 OF LOTS SHOWN MARKED THIS *

<p>SCALE 1:200</p>	<p>LENGTHS ARE IN METRES 0 2 4 6 8 10</p>	<p>REF: 9319 VERSION: 18 LICENSED SURVEYOR: SIMON COX</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 41</p>
<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>		<p>SEE SHEET 40</p>	

PLAN OF SUBDIVISION
 PS 811190V
 PLAN NUMBER

ENLARGEMENTS
 DIAGRAM 15
 LEVEL 8 (PARTS)



 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE	1:100
	REF: 9319 VERSION: 18 LICENSED SURVEYOR: SIMON COX	ORIGINAL SHEET SIZE A3 SHEET 42

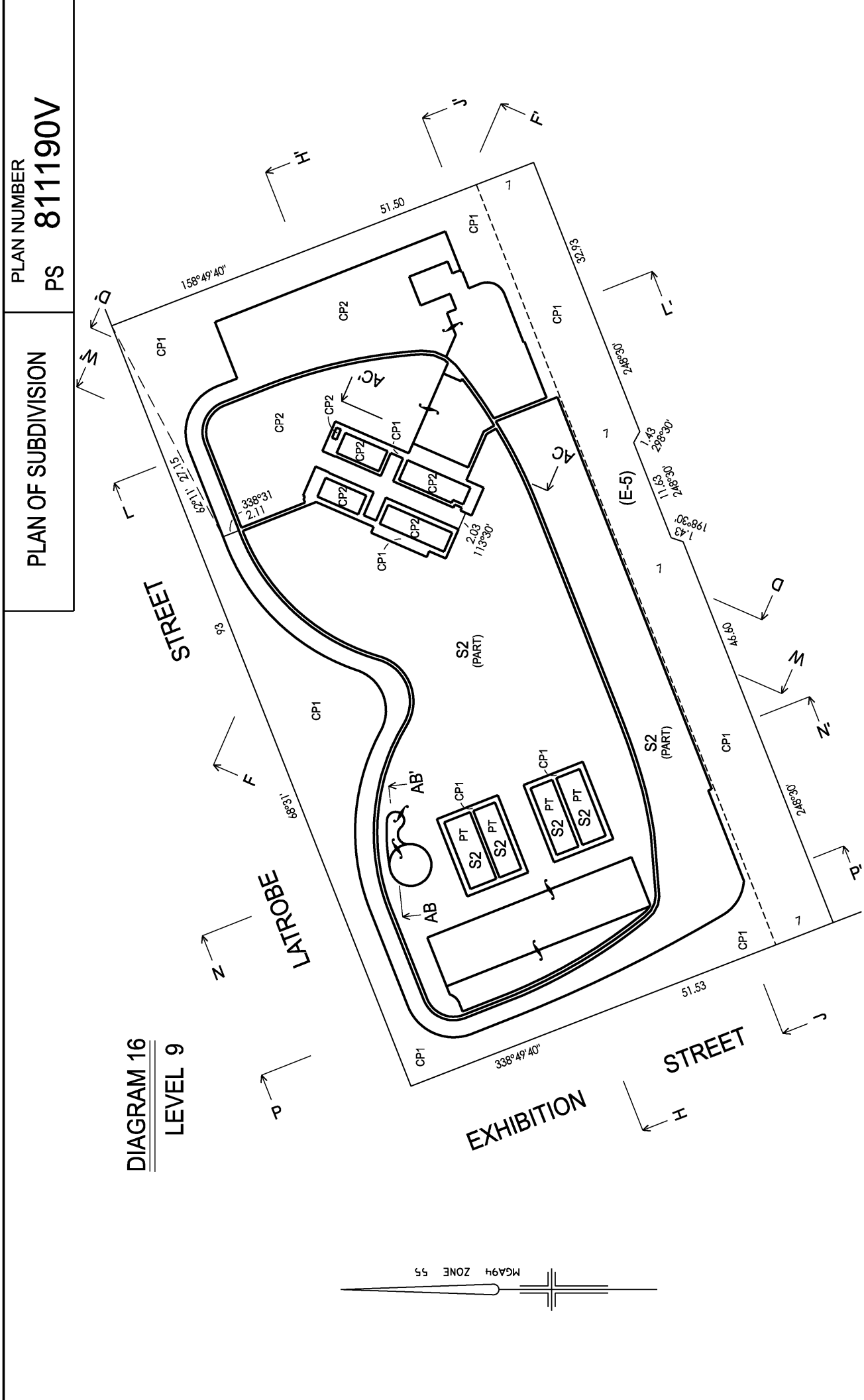




DIAGRAM 16
LEVEL 9

PLAN OF SUBDIVISION
PS 811190V

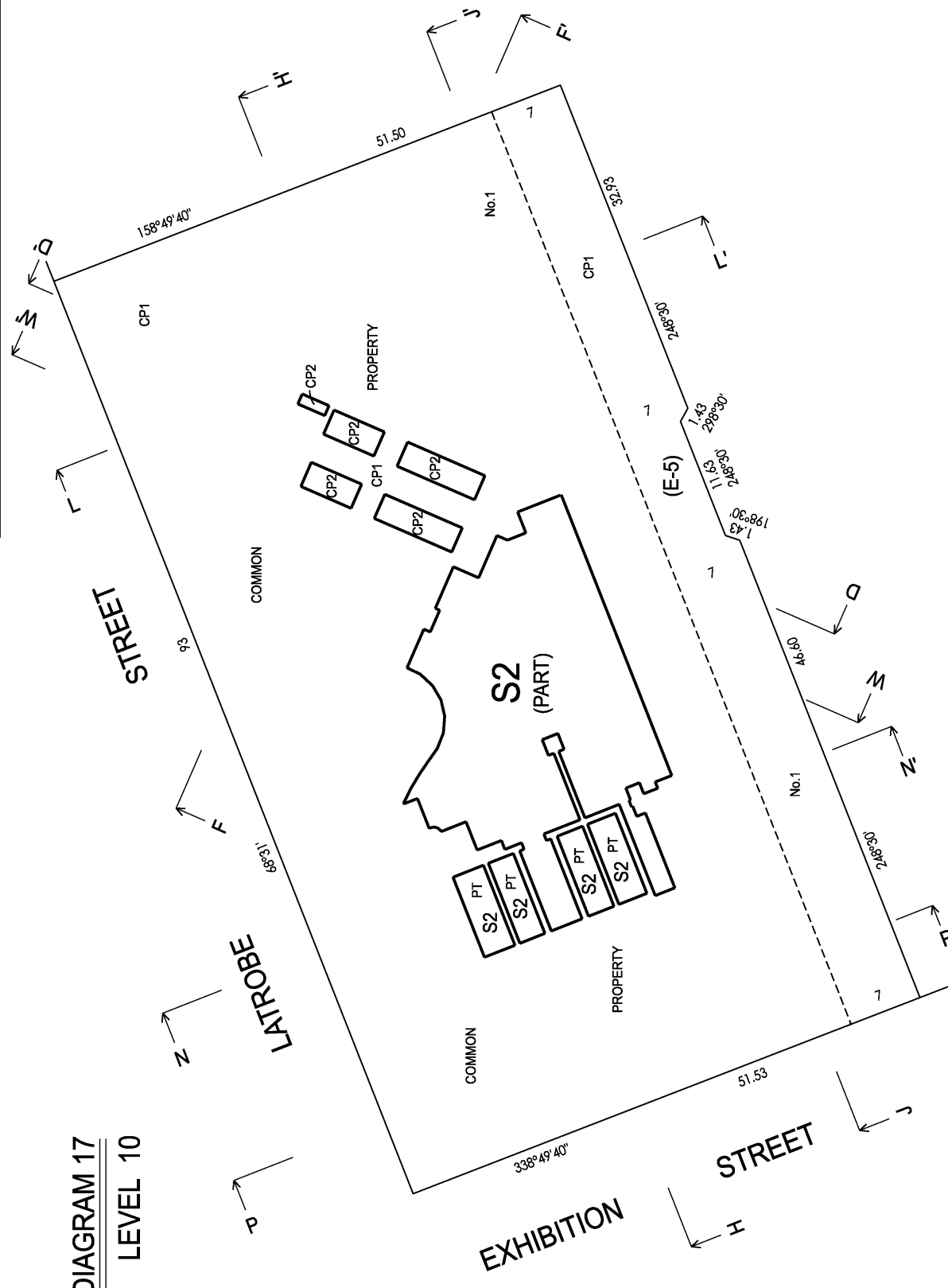
PLAN NUMBER
PS 811190V

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:400</p>	 <p>LENGTHS ARE IN METRES</p>	<p>REF: 9319 VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 43</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
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PLAN NUMBER
PS 811190V

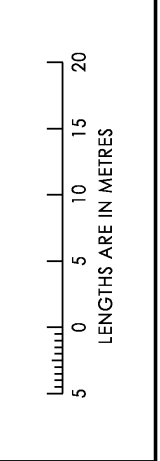
PLAN OF SUBDIVISION

DIAGRAM 17
LEVEL 10



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Hawthorn East Vic 3123
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SCALE
1:400



REF: 9319 **VERSION: 18**

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Surveyor's Plan Version (18),
23/08/2022, SPEAR Ref: S150011C

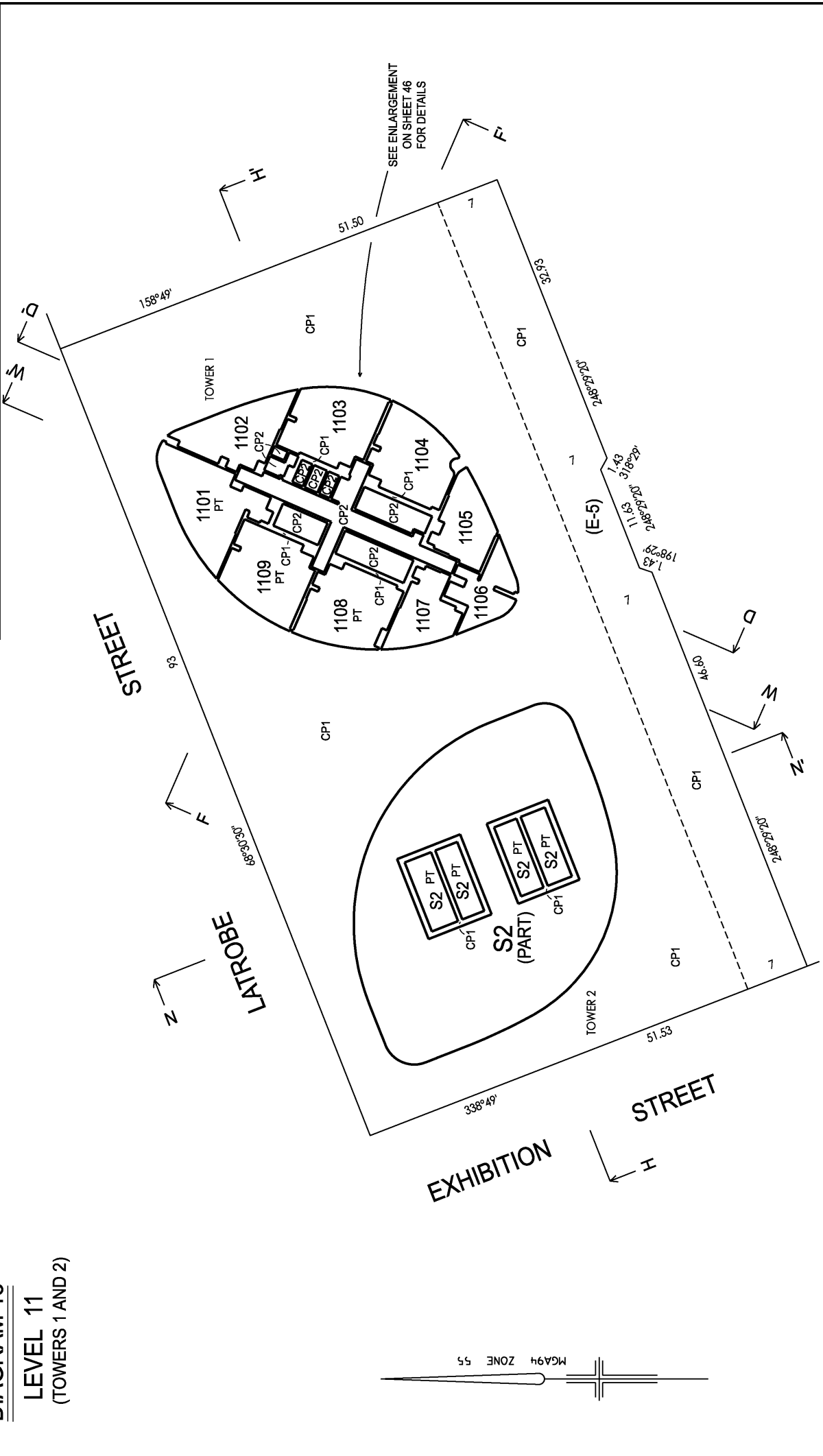
ORIGINAL SHEET SIZE A3 **SHEET 44**


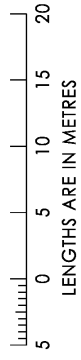
Digitally signed by:
Melbourne City Council,
19/09/2022,
SPEAR Ref: S150011C

PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

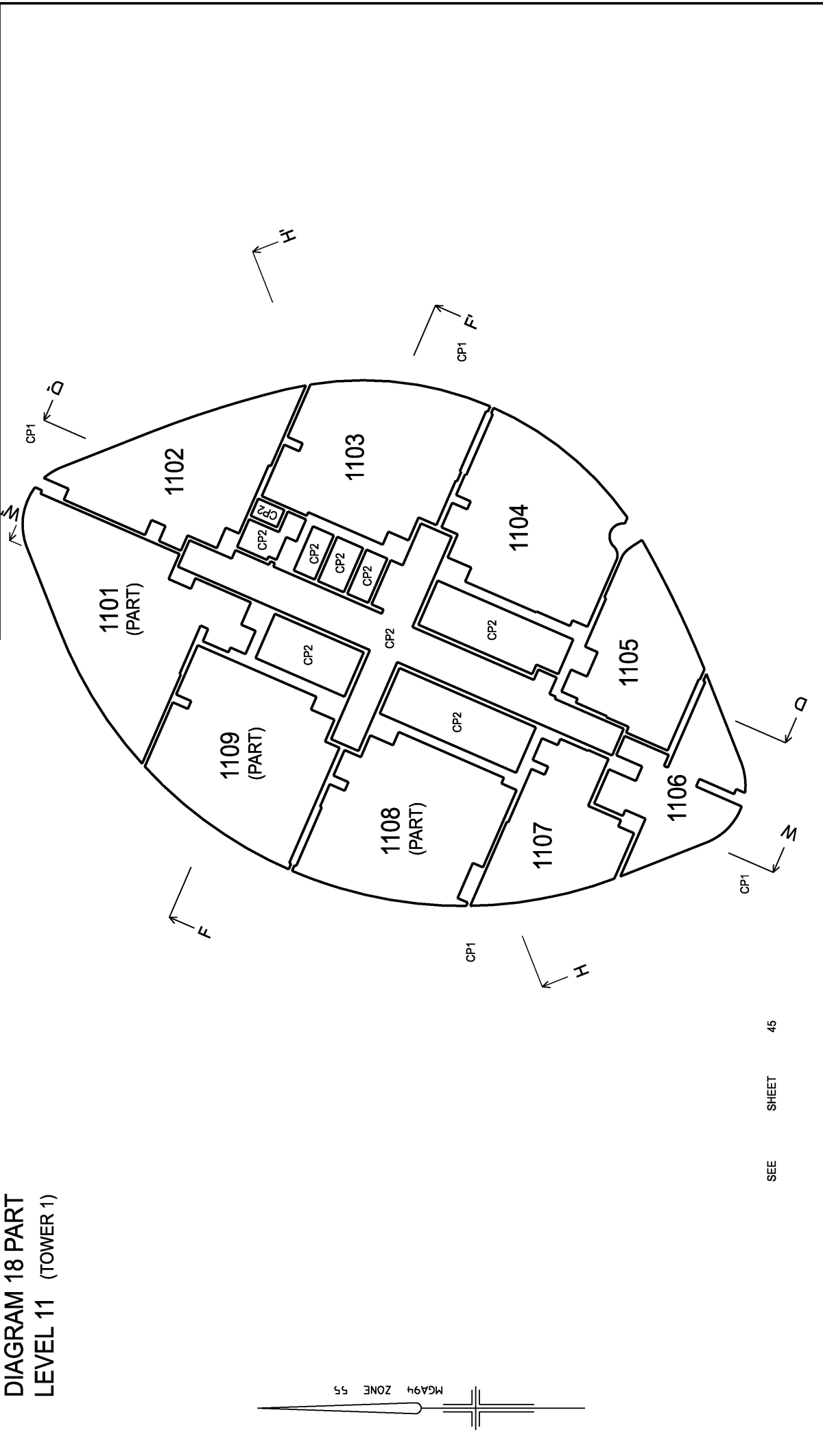
DIAGRAM 18
LEVEL 11
 (TOWERS 1 AND 2)



 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:400</p>	<p>LENGTHS ARE IN METRES</p> 	<p>REF: 9319</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 45</p>
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PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V



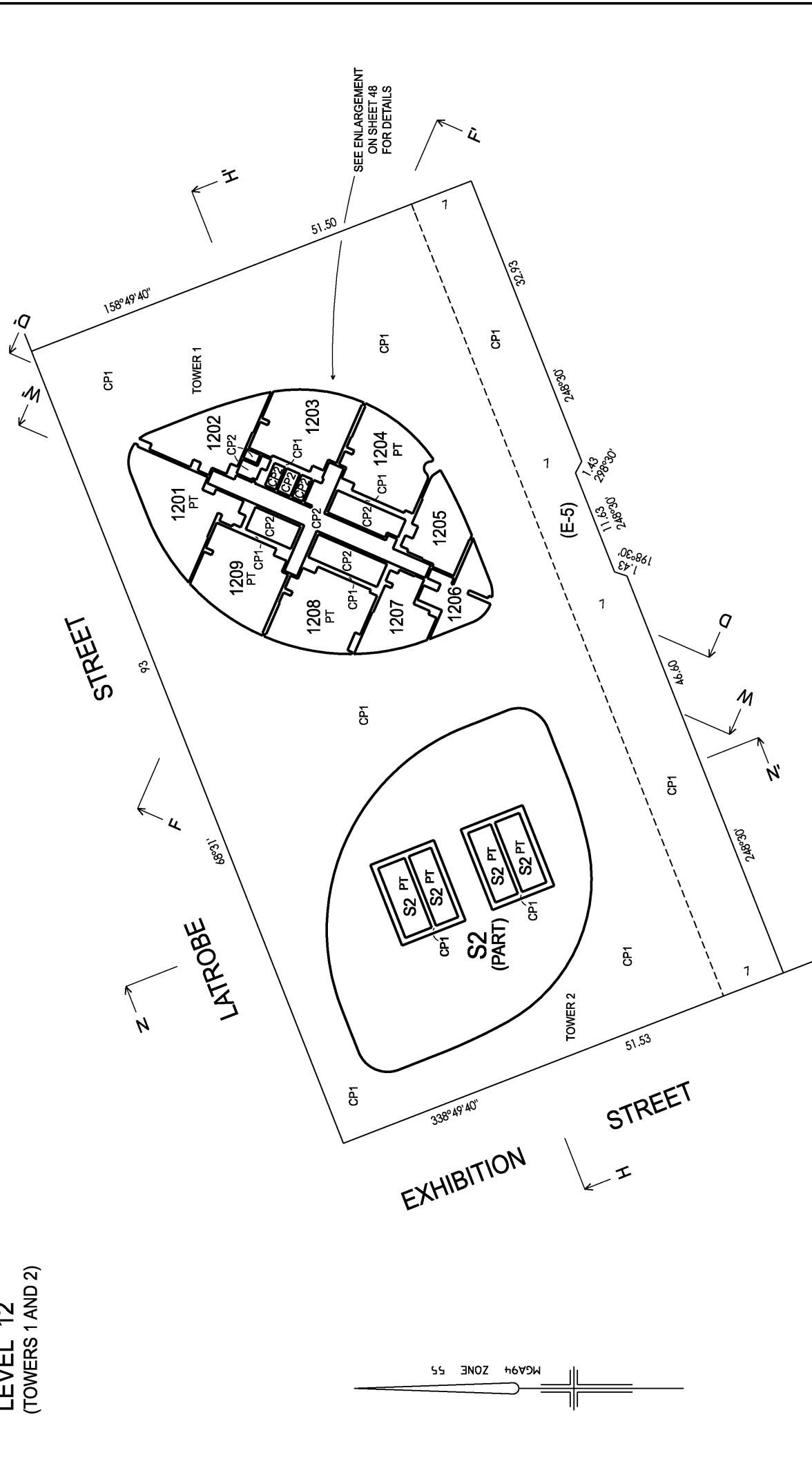
ENLARGEMENT
 DIAGRAM 18 PART
 LEVEL 11 (TOWER 1)

SEE SHEET 45

ORIGINAL SHEET SIZE A3 SHEET 46	VERSION: 18	REF: 9319	SCALE 1:200
Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C		Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C	
LENGTHS ARE IN METRES 0 2 4 6 8 10		Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	


PLAN OF SUBDIVISION
 PS 811190V
 PLAN NUMBER
 PS 811190V

DIAGRAM 19
 LEVEL 12
 (TOWERS 1 AND 2)



<p>REF: 9319</p>	<p>VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 47</p>
<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>		<p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>	
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<p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>			

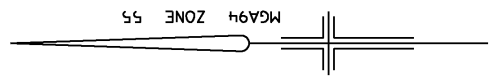
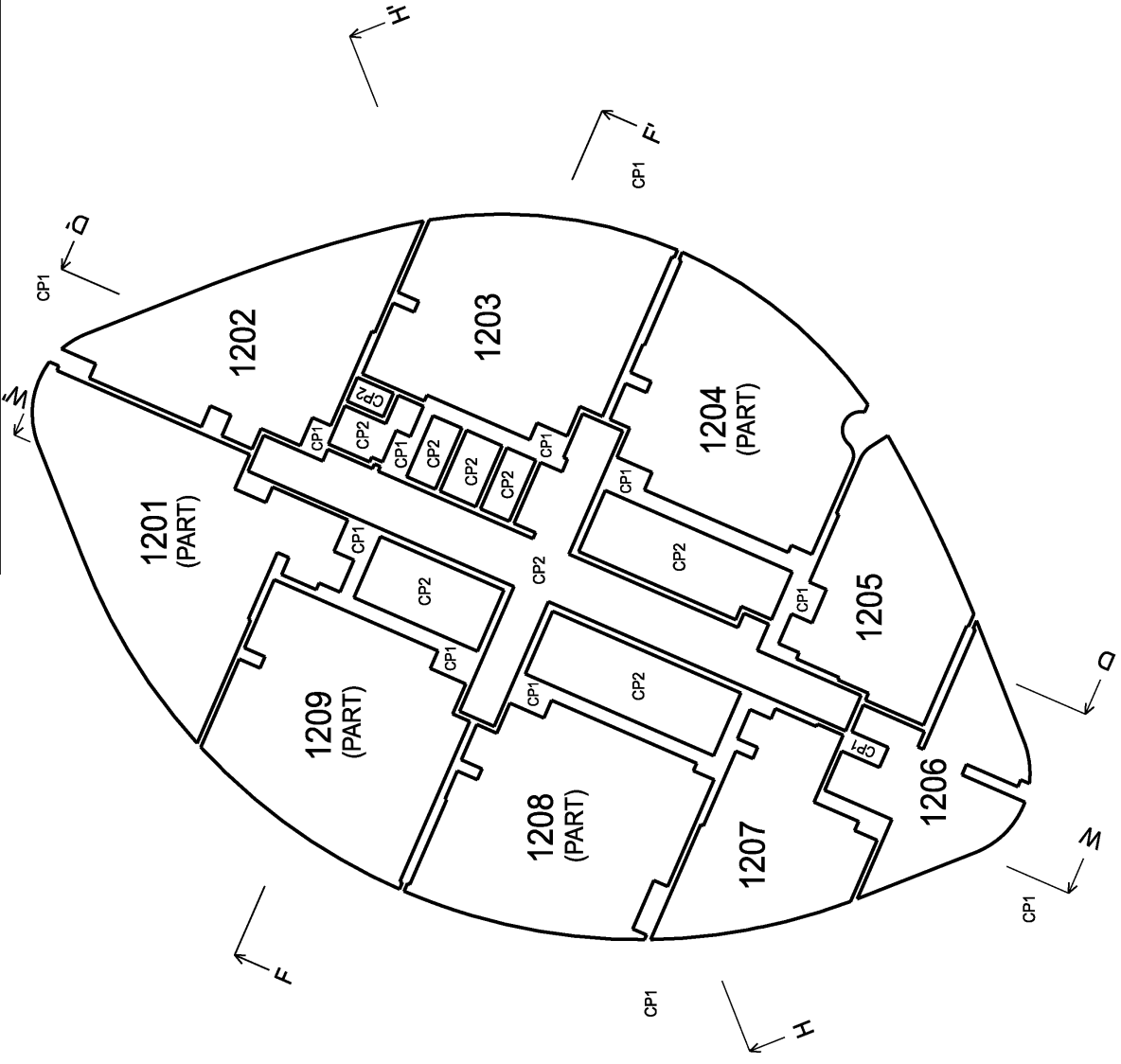
Breese Pitt Dixon Pty Ltd
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 Hawthorn East Vic 3123
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

PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

ENLARGEMENT
 DIAGRAM 19 PART
 LEVEL 12 (TOWER 1)



SEE SHEET 47

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:200</p>	<p>LENGTHS ARE IN METRES</p> 	<p>REF: 9319</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>VERSION: 18</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 48</p>
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PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

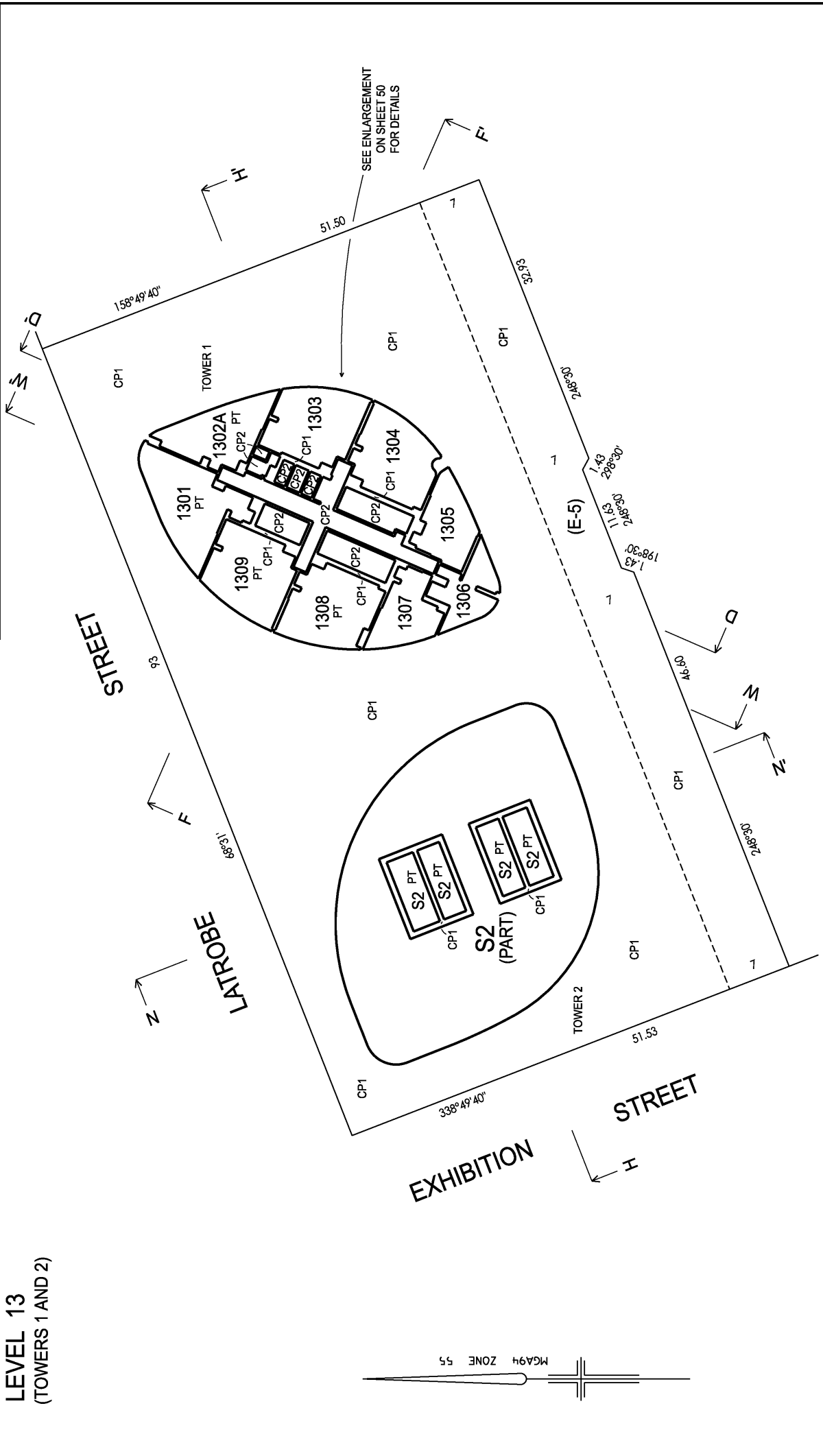
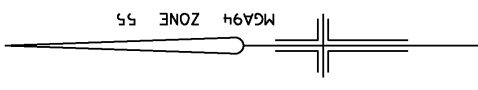



DIAGRAM 20
 LEVEL 13
 (TOWERS 1 AND 2)

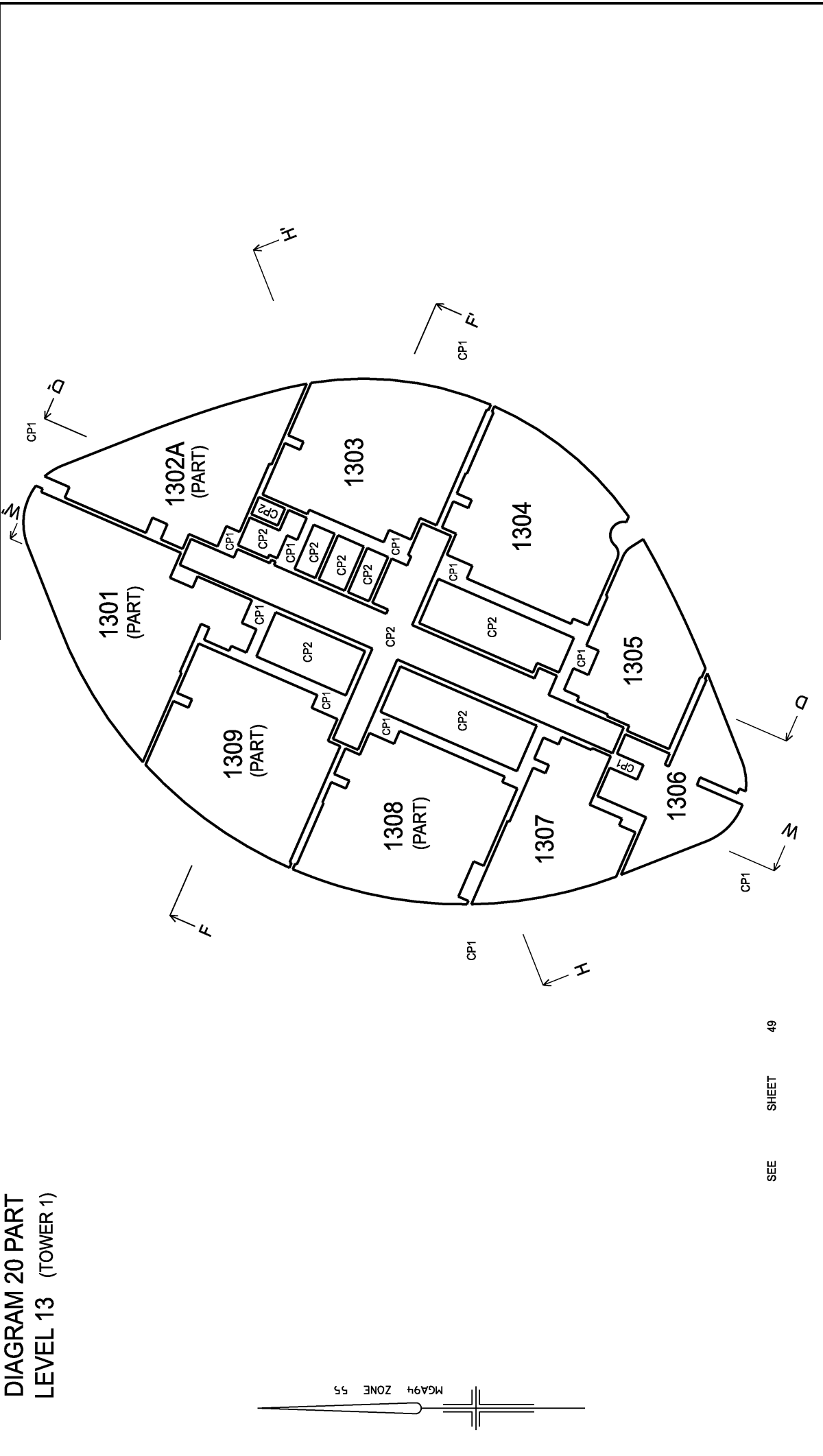


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	<p>LICENSED SURVEYOR: SIMON COX</p>	<p>LENGTHS ARE IN METRES</p>	<p>158°49'40"</p>	<p>51.50</p>	<p>68.22</p>


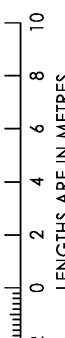
PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

ENLARGEMENT
 DIAGRAM 20 PART
 LEVEL 13 (TOWER 1)



SEE SHEET 49

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:200</p>	<p>LENGTHS ARE IN METRES</p> 	<p>REF: 9319 LICENSED SURVEYOR: SIMON COX</p>	<p>VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 50</p>
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PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

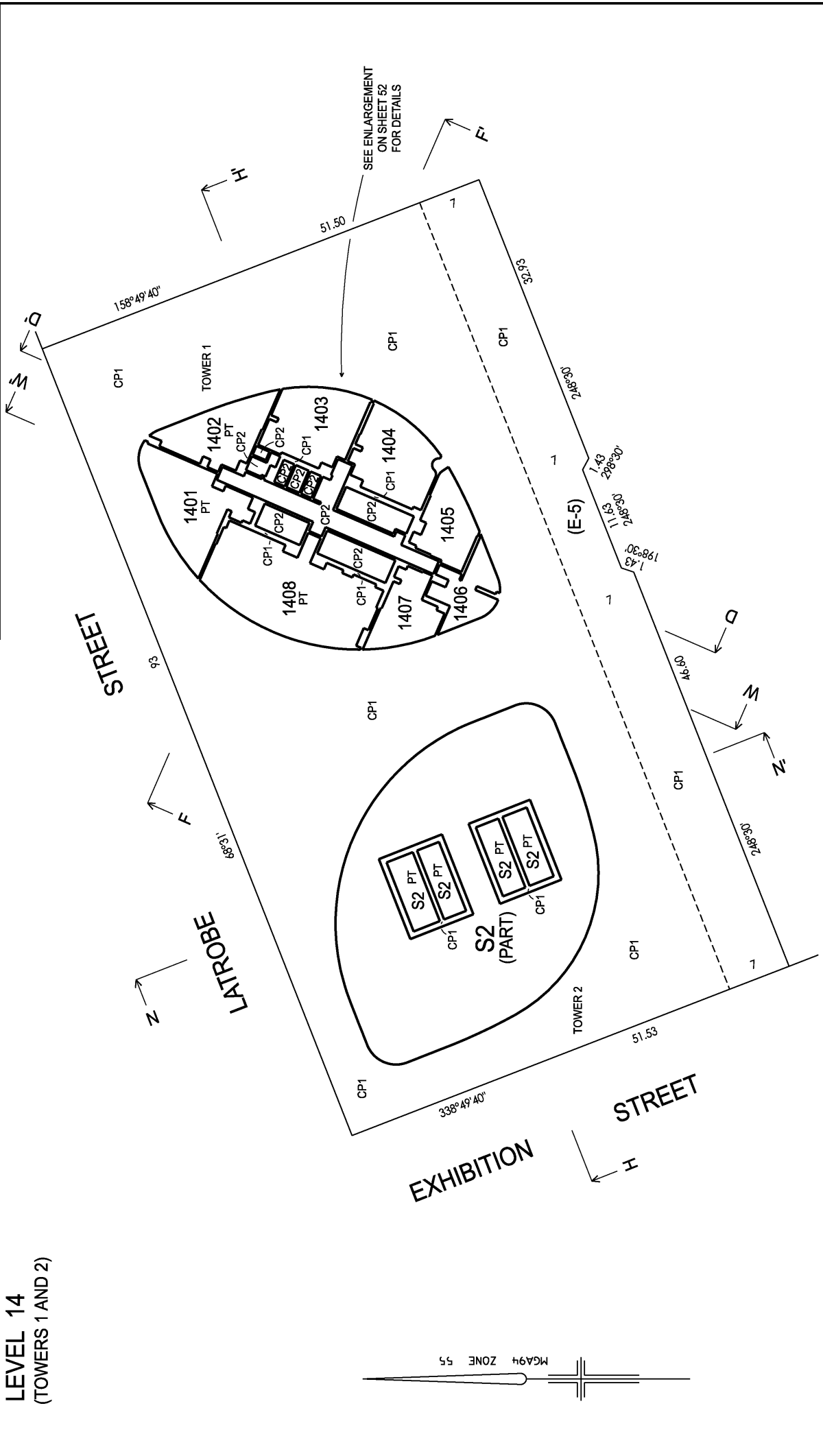
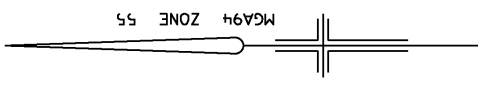

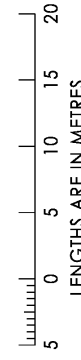


DIAGRAM 21
 LEVEL 14
 (TOWERS 1 AND 2)

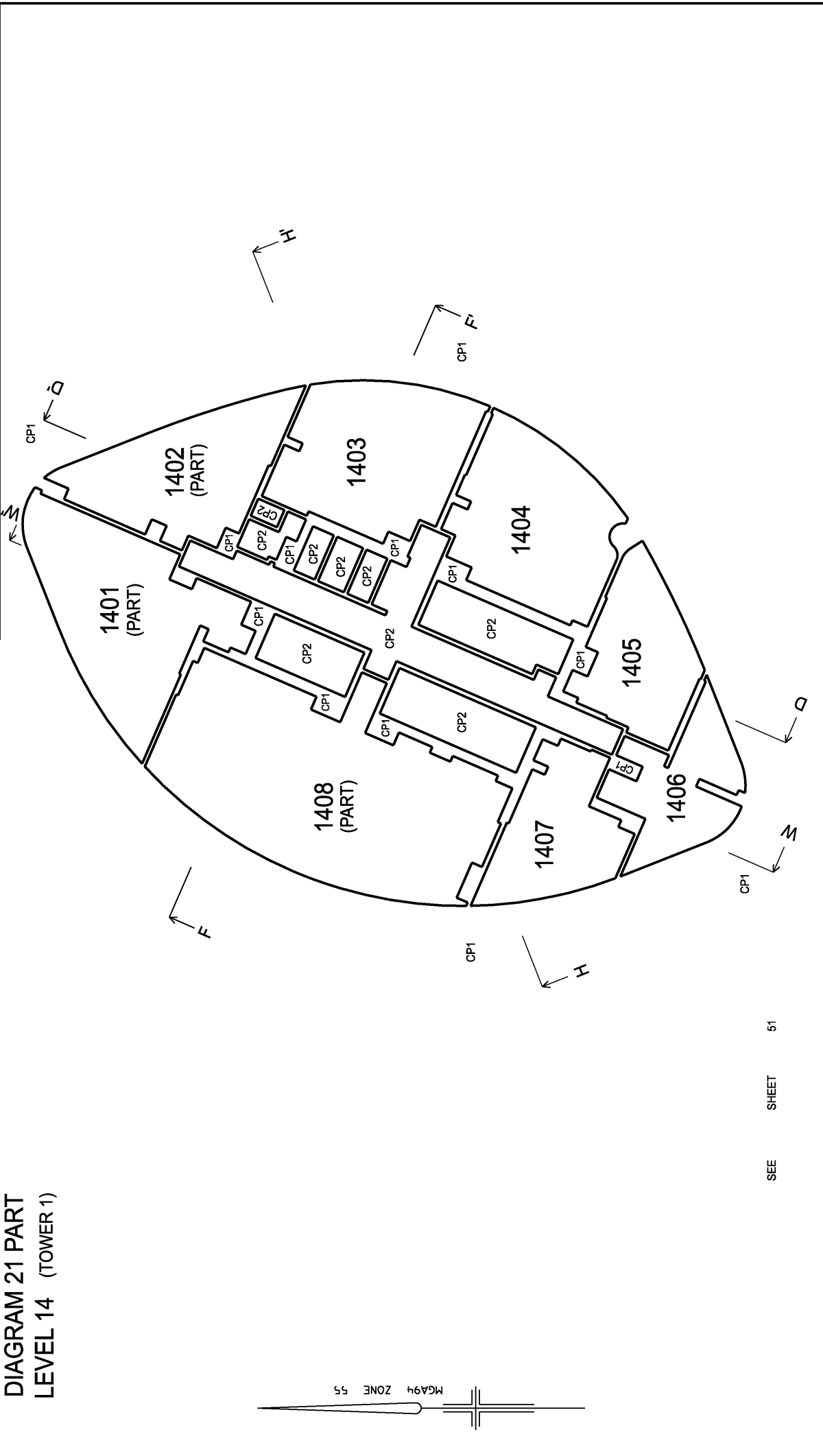


 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:400</p>	 <p>LENGTHS ARE IN METRES</p>	<p>REF: 9319 VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 51</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
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PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

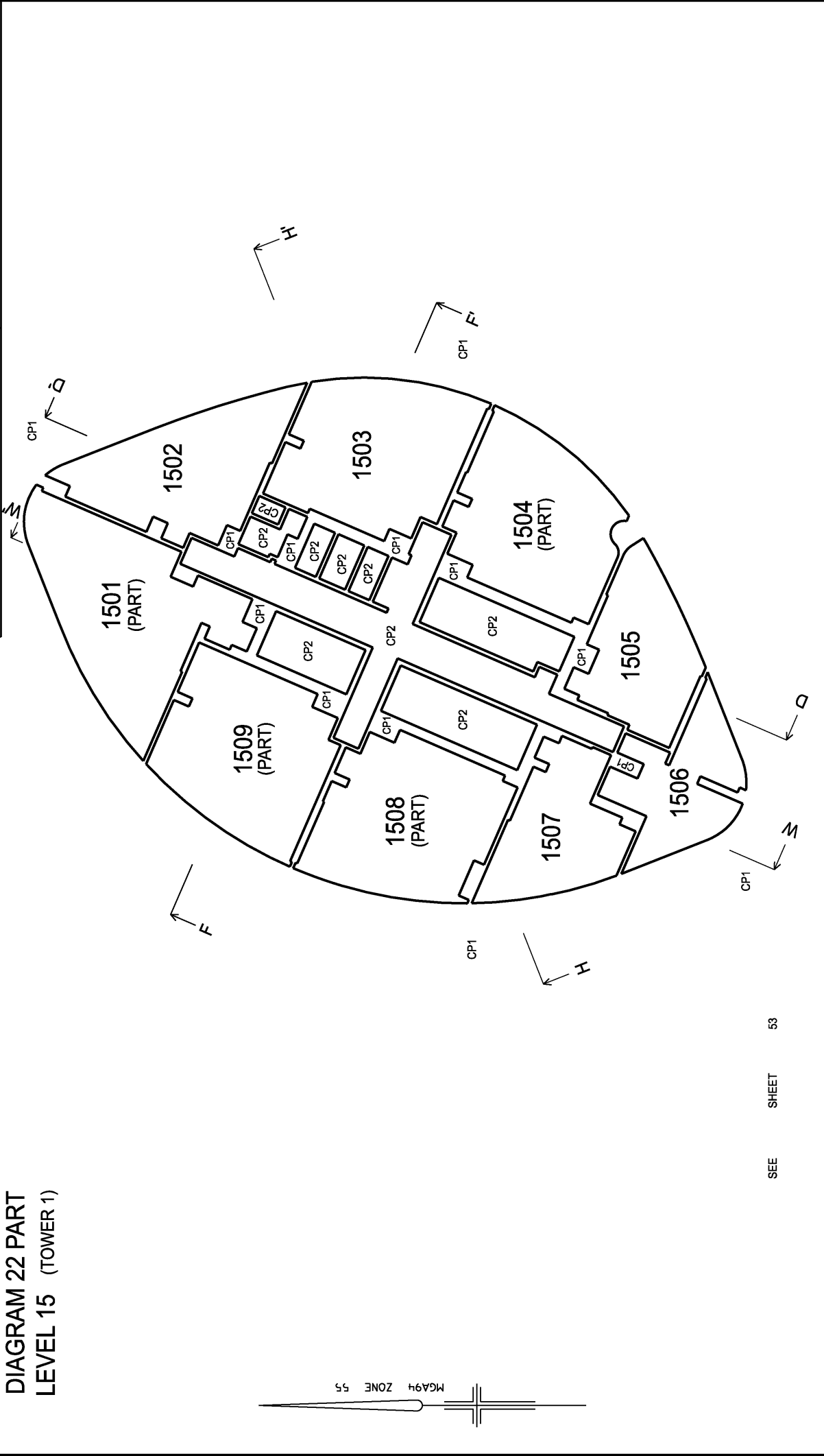
ENLARGEMENT
 DIAGRAM 21 PART
 LEVEL 14 (TOWER 1)



<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:200</p>	<p>LENGTHS ARE IN METRES</p>	<p>REF: 9319</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>VERSION: 18</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 52</p>
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PLAN OF SUBDIVISION

PLAN NUMBER
PS 811190V



<p>SEE SHEET 53</p>	<p>SCALE 1:200</p>	<p>LENGTHS ARE IN METRES</p> <p>0 2 4 6 8 10</p>	<p>REF: 9319</p> <p>VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 54</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
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PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

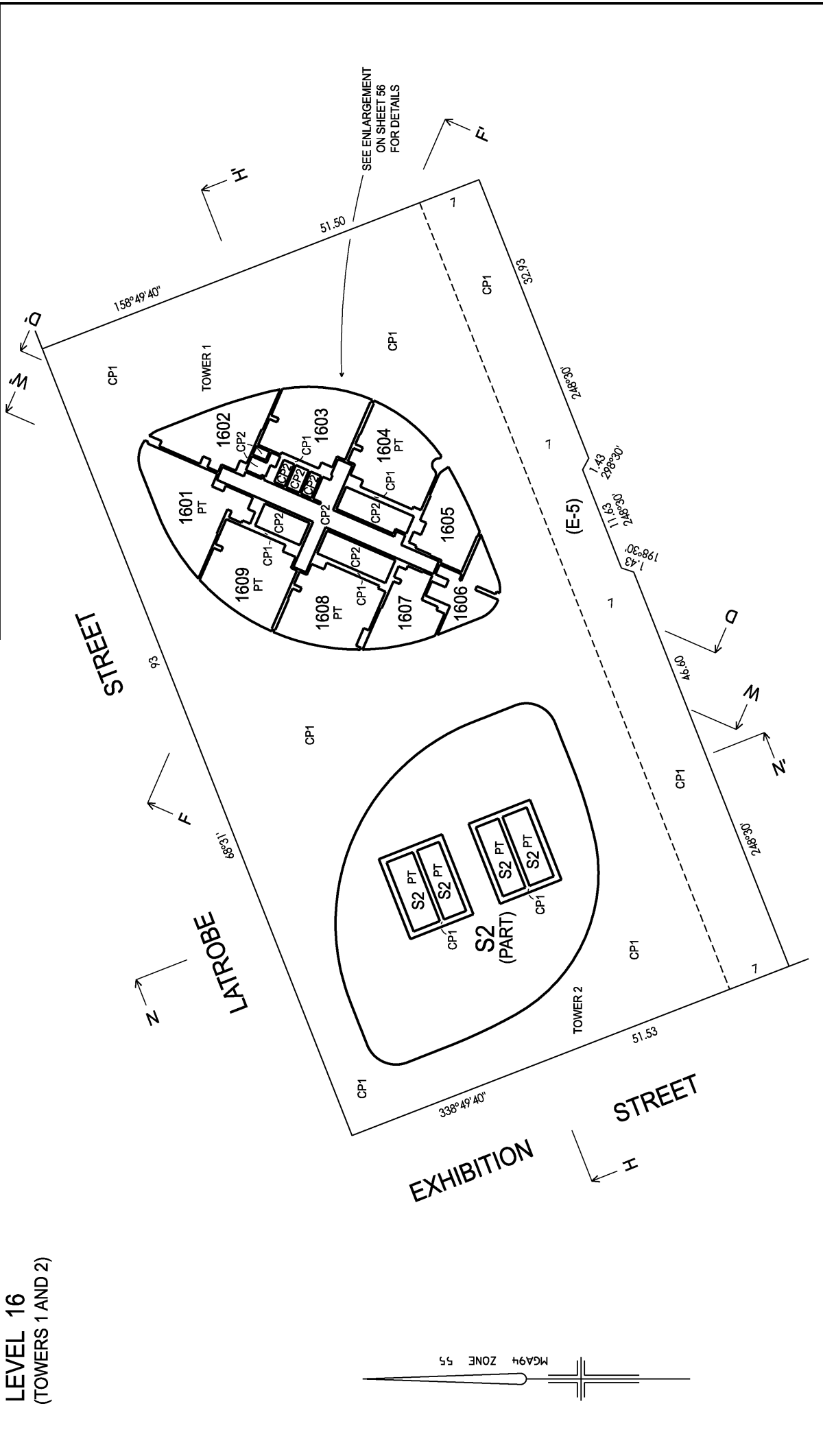
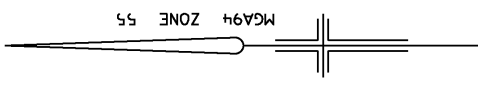


DIAGRAM 23
 LEVEL 16
 (TOWERS 1 AND 2)

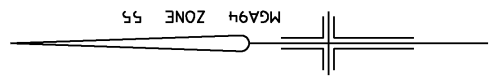
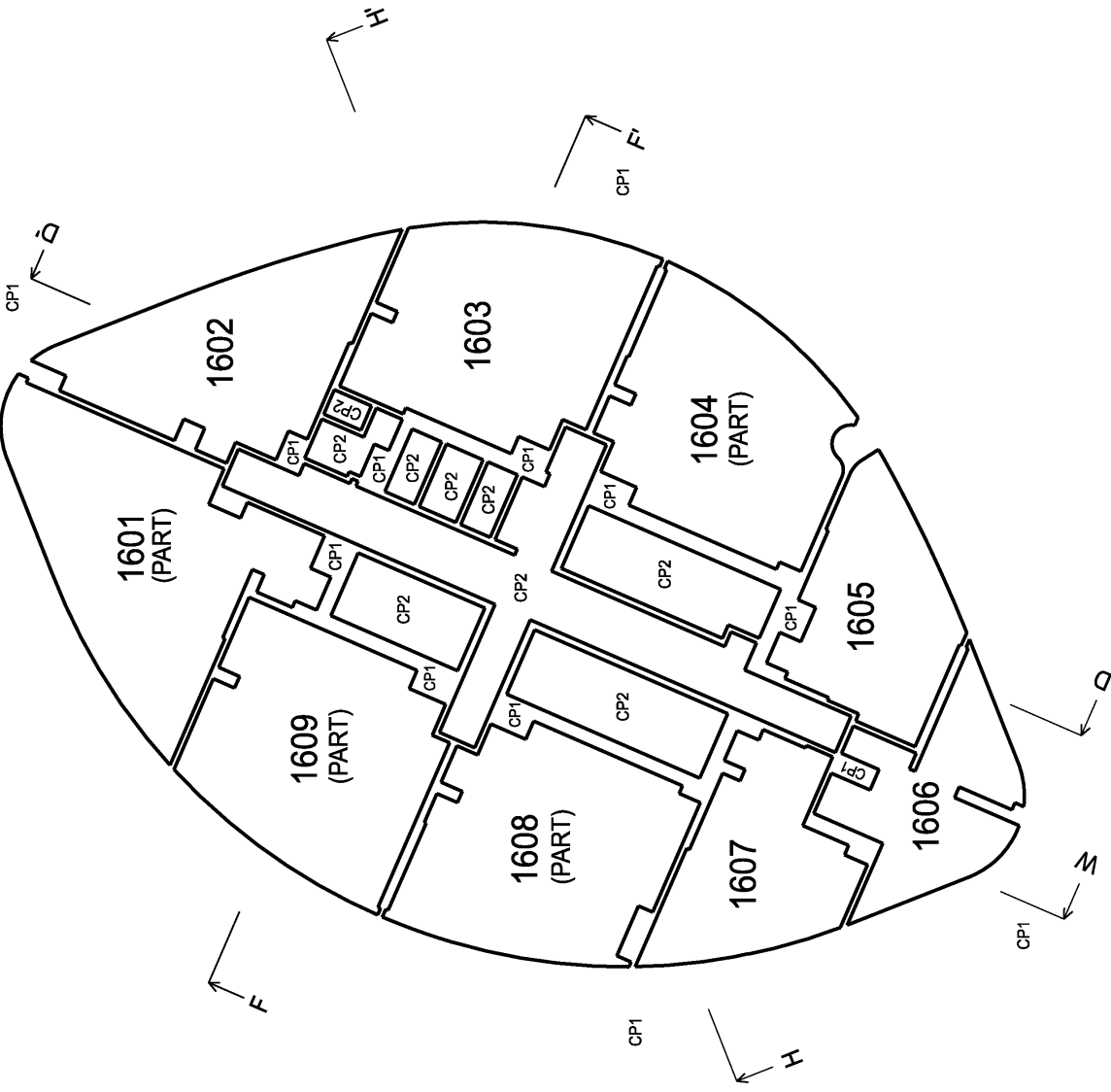


<p>Breedon Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>
<p>SCALE 1:400</p> <p>LENGTHS ARE IN METRES</p>	<p>REF: 9319</p> <p>VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>
<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 55</p>	<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>



PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

ENLARGEMENT
DIAGRAM 23 PART
LEVEL 16



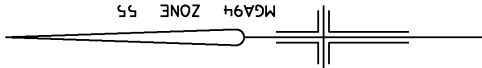
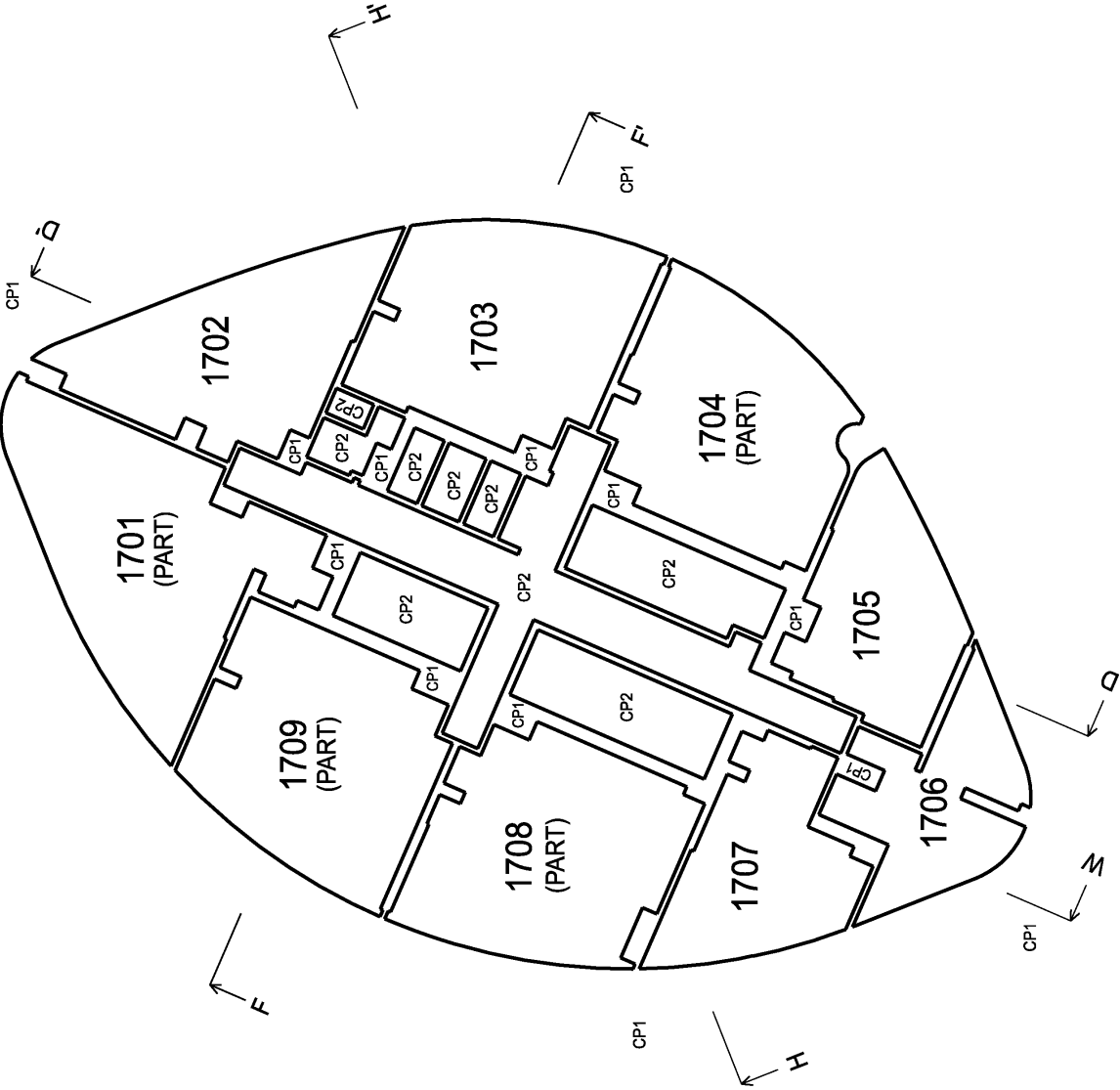
SEE SHEET 50

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:200</p>	 <p>LENGTHS ARE IN METRES</p>	<p>REF: 9319</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>VERSION: 18</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 56</p>
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
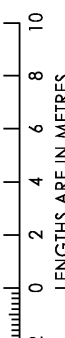
PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

ENLARGEMENT
 DIAGRAM 24 PART
 LEVEL 17 (TOWER 1)



SEE SHEET 57

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:200</p>	<p>LENGTHS ARE IN METRES</p> 	<p>REF: 9319</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>VERSION: 18</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 58</p>
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PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

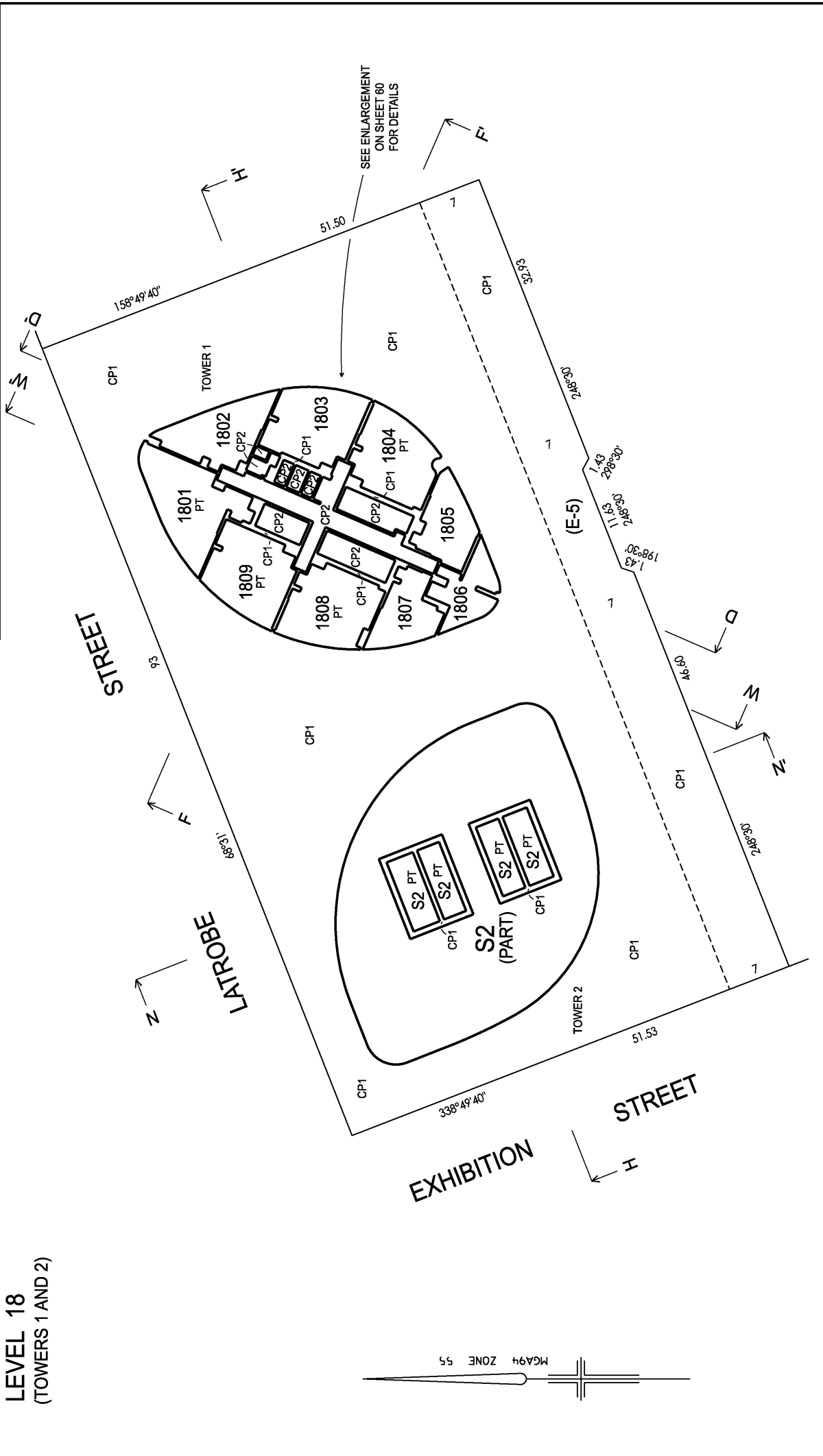
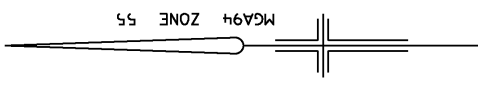




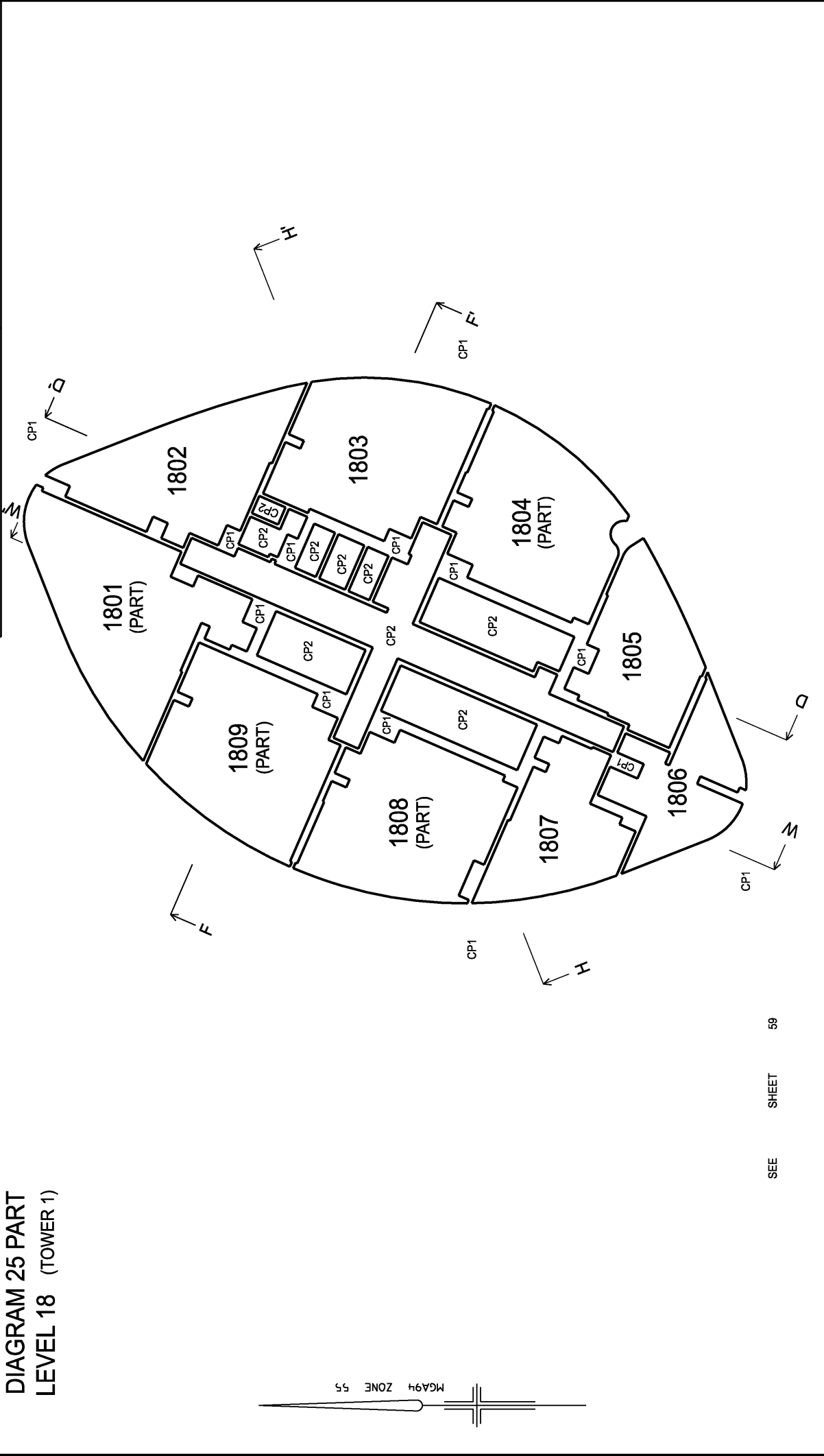
DIAGRAM 25
 LEVEL 18
 (TOWERS 1 AND 2)



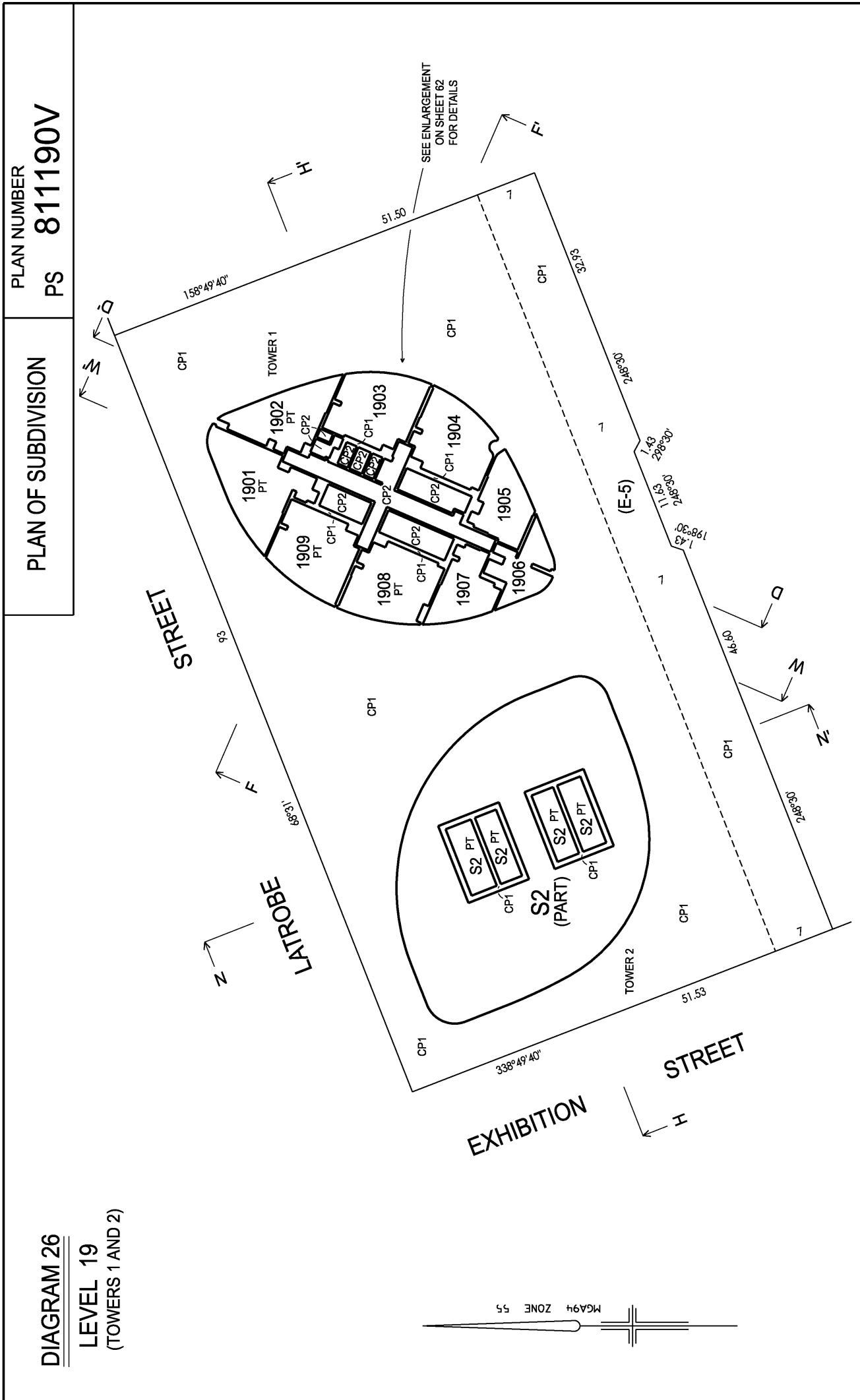
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:400	REF: 9319	VERSION: 18	ORIGINAL SHEET SIZE A3	SHEET 59
	LENGTHS ARE IN METRES 	Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C	Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C		

PLAN OF SUBDIVISION

PLAN NUMBER
PS 811190V



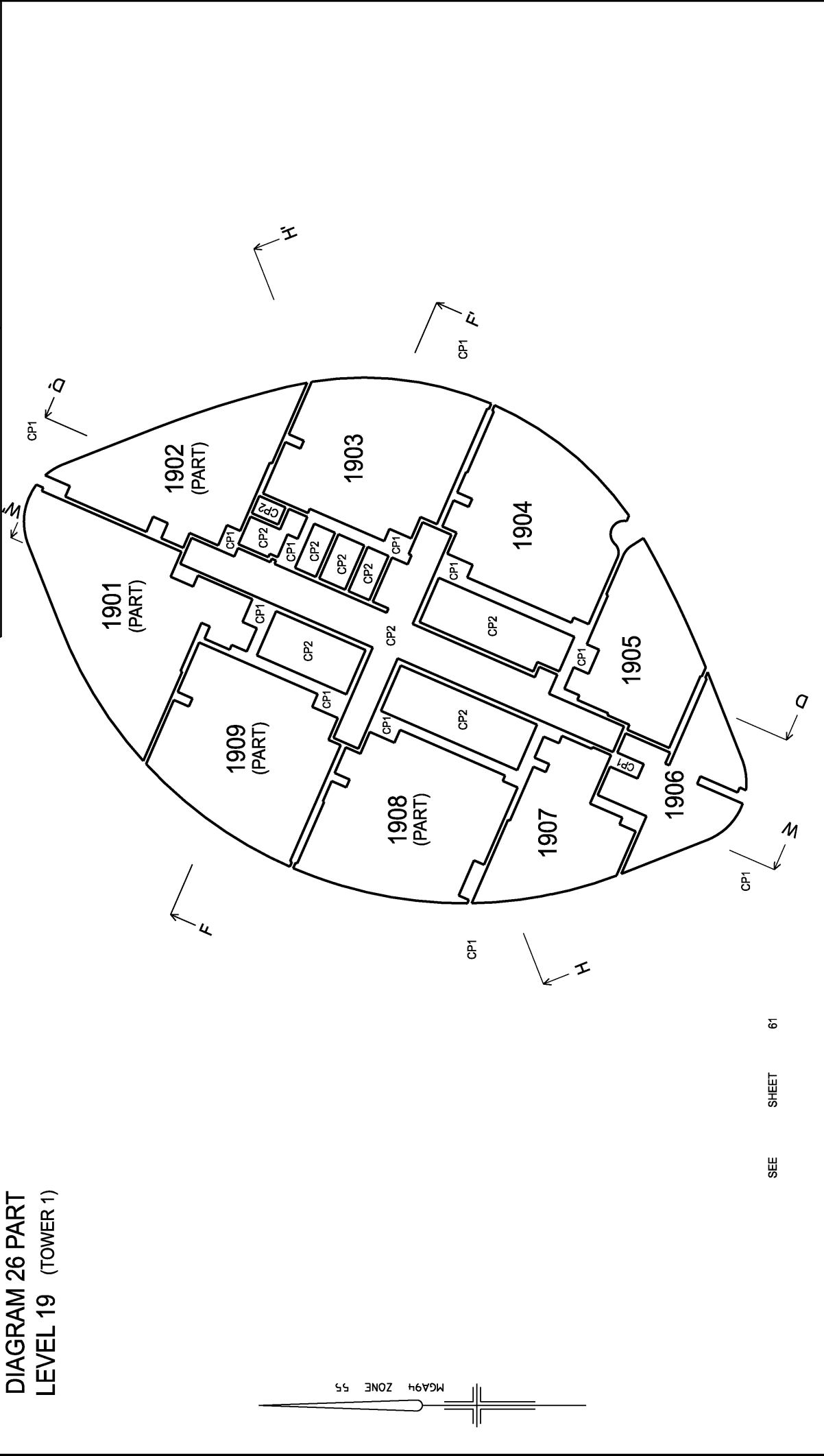
<p>SEE SHEET 59</p>	<p>SCALE 1:200</p>	<p>REF: 9319</p> <p>Version: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 60</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
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<p>DIAGRAM 26 LEVEL 19 (TOWERS 1 AND 2)</p>	<p>PLAN OF SUBDIVISION PS 811190V</p>	<p>PLAN NUMBER PS 811190V</p>	<p>REF: 9319</p>	<p>VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 61</p>	
<p>SCALE 1:400</p>			<p>LENGTHS ARE IN METRES</p>			<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	
<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>			<p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>				

PLAN OF SUBDIVISION

PLAN NUMBER
PS 811190V



<p>ENLARGEMENT DIAGRAM 26 PART LEVEL 19 (TOWER 1)</p>	<p>SCALE 1:200</p>	<p>REF: 9319</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>VERSION: 18</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>	<p>SHEET 62</p> <p>ORIGINAL SHEET SIZE A3</p>
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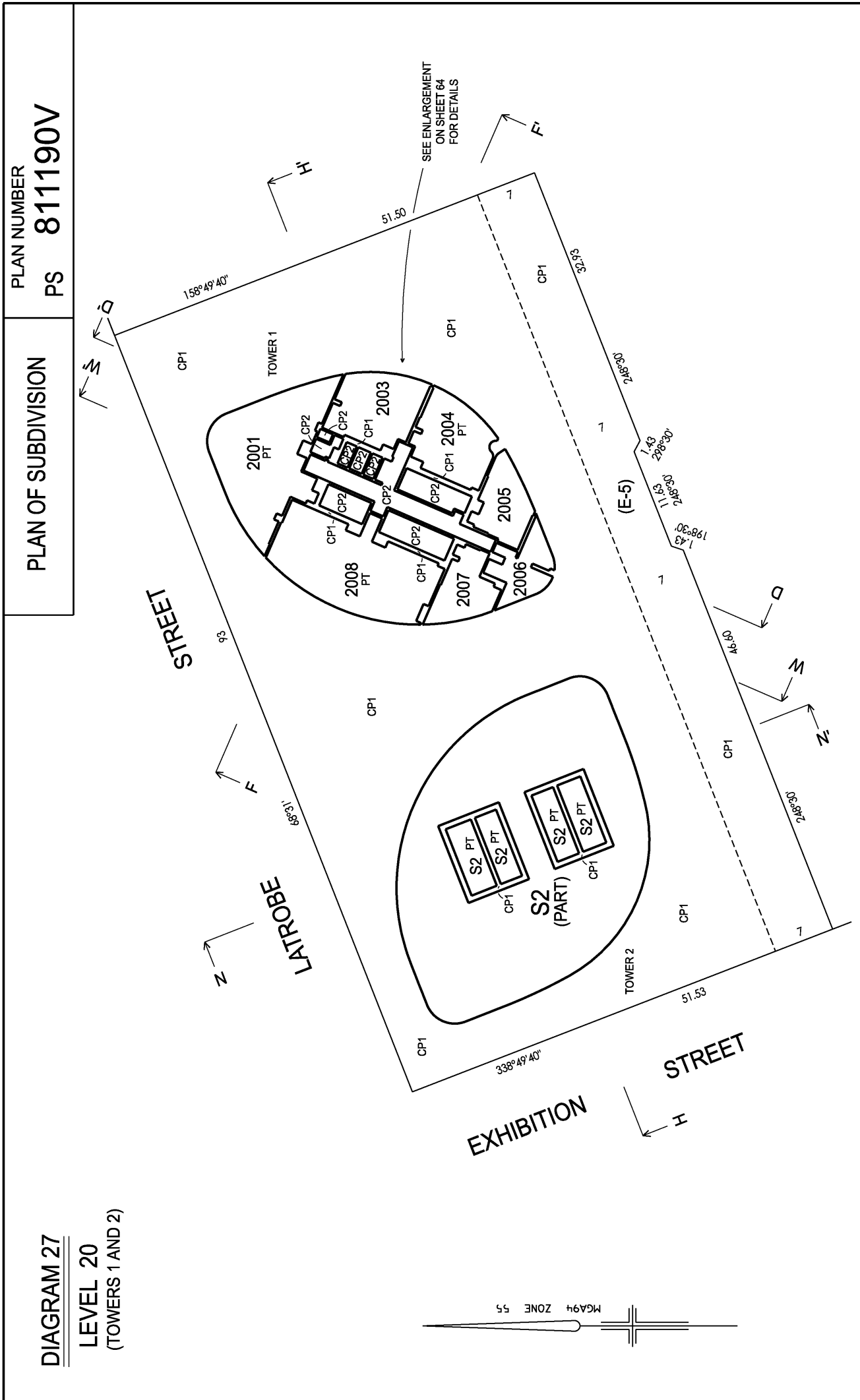

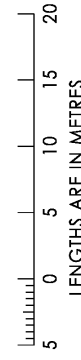


DIAGRAM 27
LEVEL 20
 (TOWERS 1 AND 2)

PLAN OF SUBDIVISION

PLAN NUMBER
PS 811190V

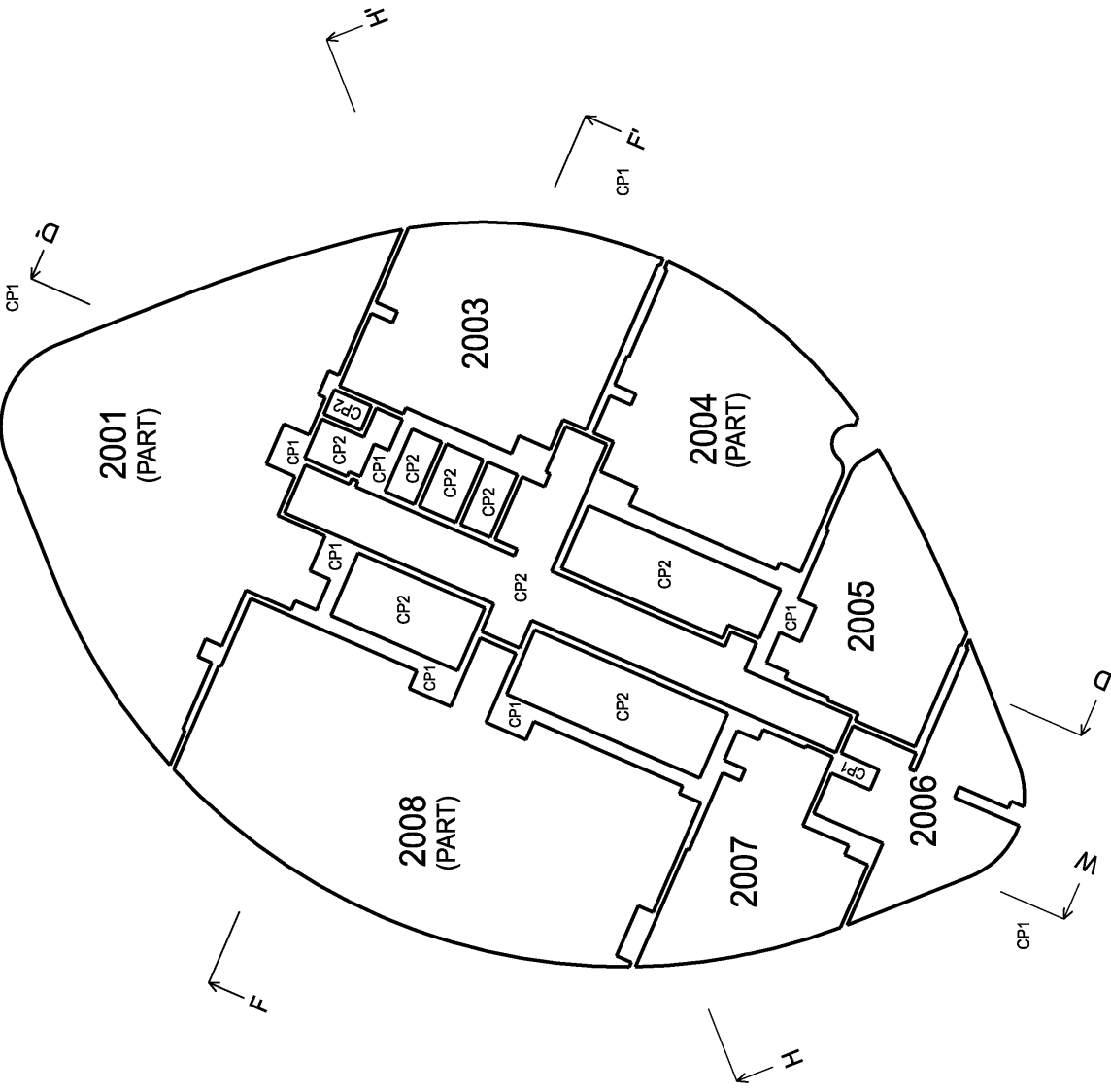
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Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.


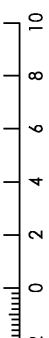
PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

ENLARGEMENT
 DIAGRAM 27 PART
 LEVEL 20 (TOWER 1)



SEE SHEET 63

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:200</p>	<p>LENGTHS ARE IN METRES</p> 	<p>REF: 9319</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>VERSION: 18</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 64</p>
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PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

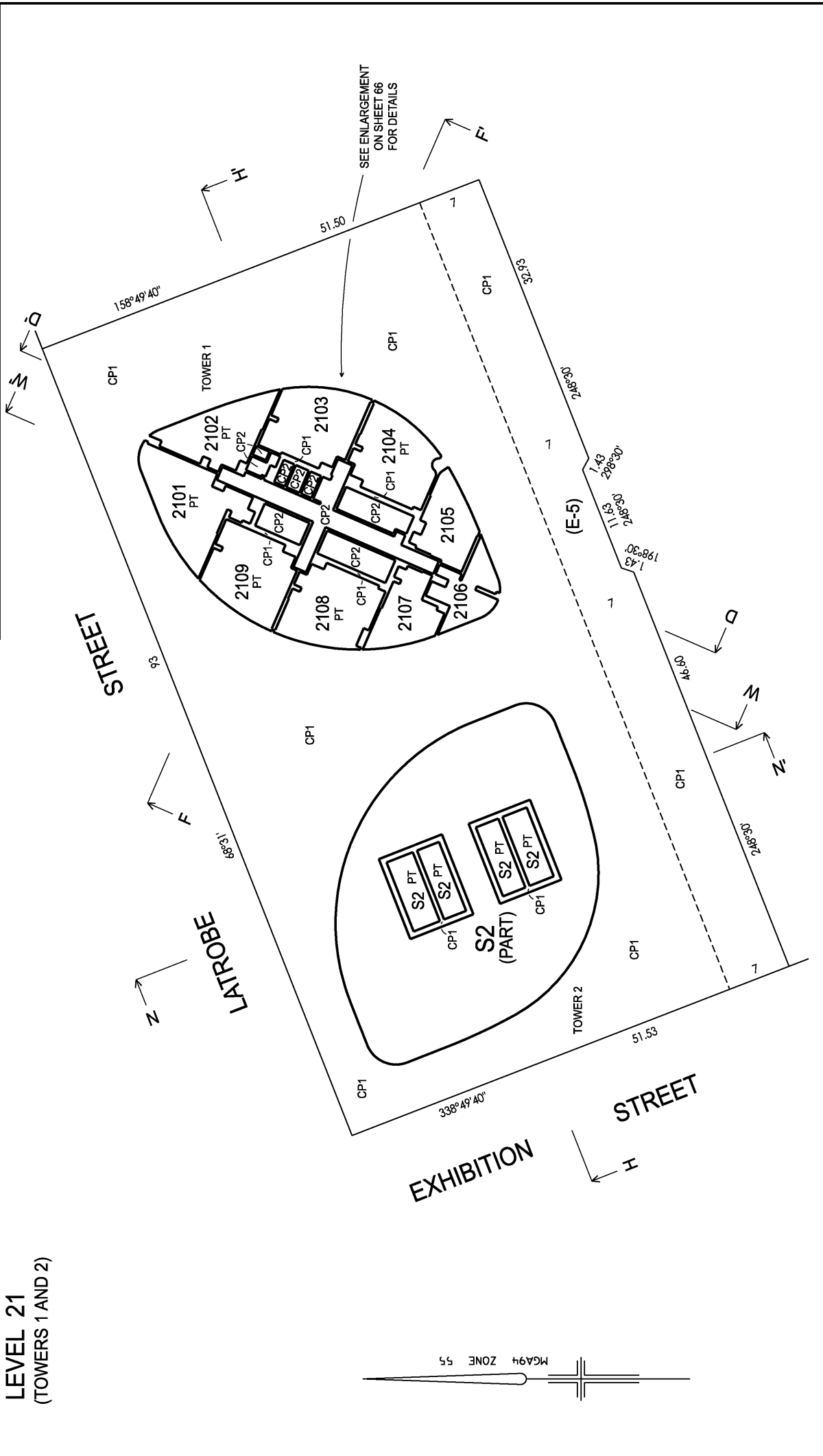
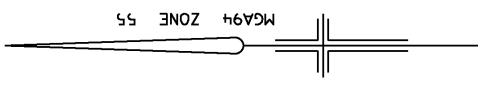


DIAGRAM 28
 LEVEL 21
 (TOWERS 1 AND 2)

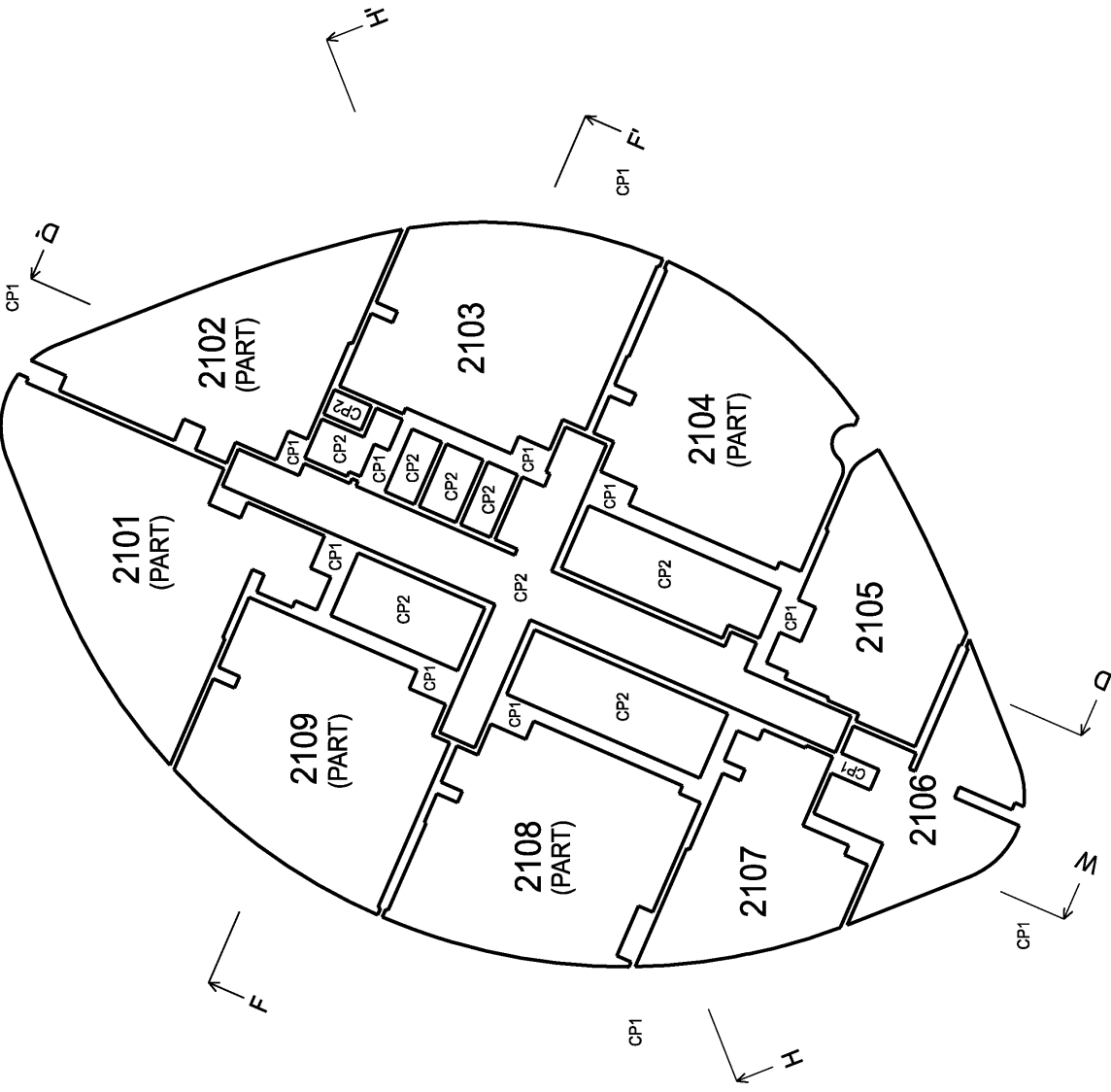


<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:400</p>	<p>LENGTHS ARE IN METRES</p>	<p>REF: 9319</p>	<p>VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 65</p>
	<p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>	<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>			


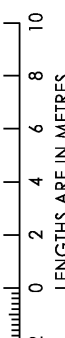
PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

ENLARGEMENT
 DIAGRAM 28 PART
 LEVEL 21 (TOWER 1)



SEE SHEET 65

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:200</p>	<p>LENGTHS ARE IN METRES</p> 	<p>REF: 9319</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>VERSION: 18</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 66</p>
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PLAN NUMBER
PS 811190V

PLAN OF SUBDIVISION

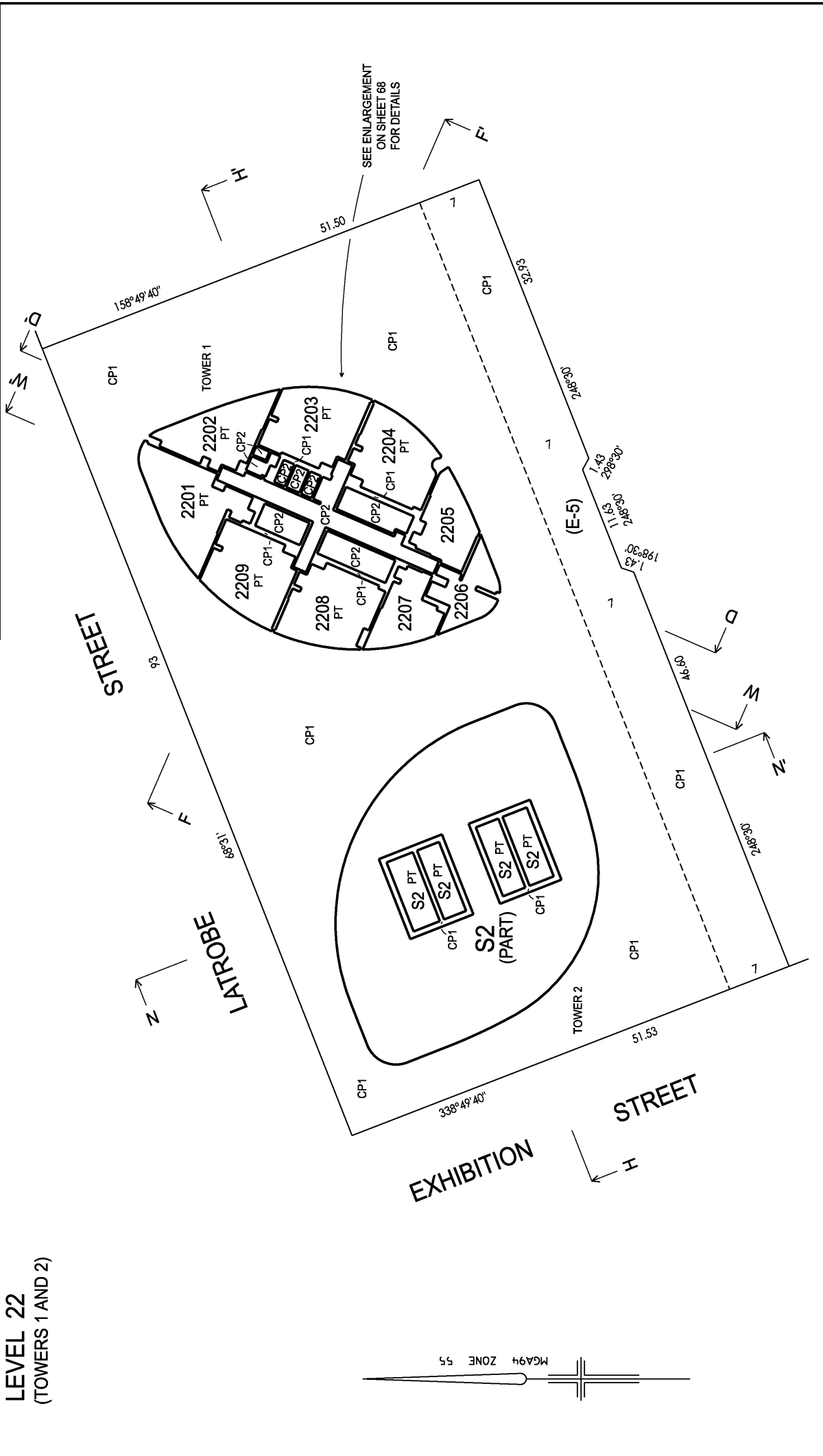
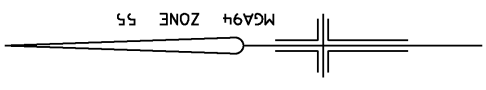

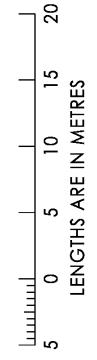


DIAGRAM 29
LEVEL 22
(TOWERS 1 AND 2)



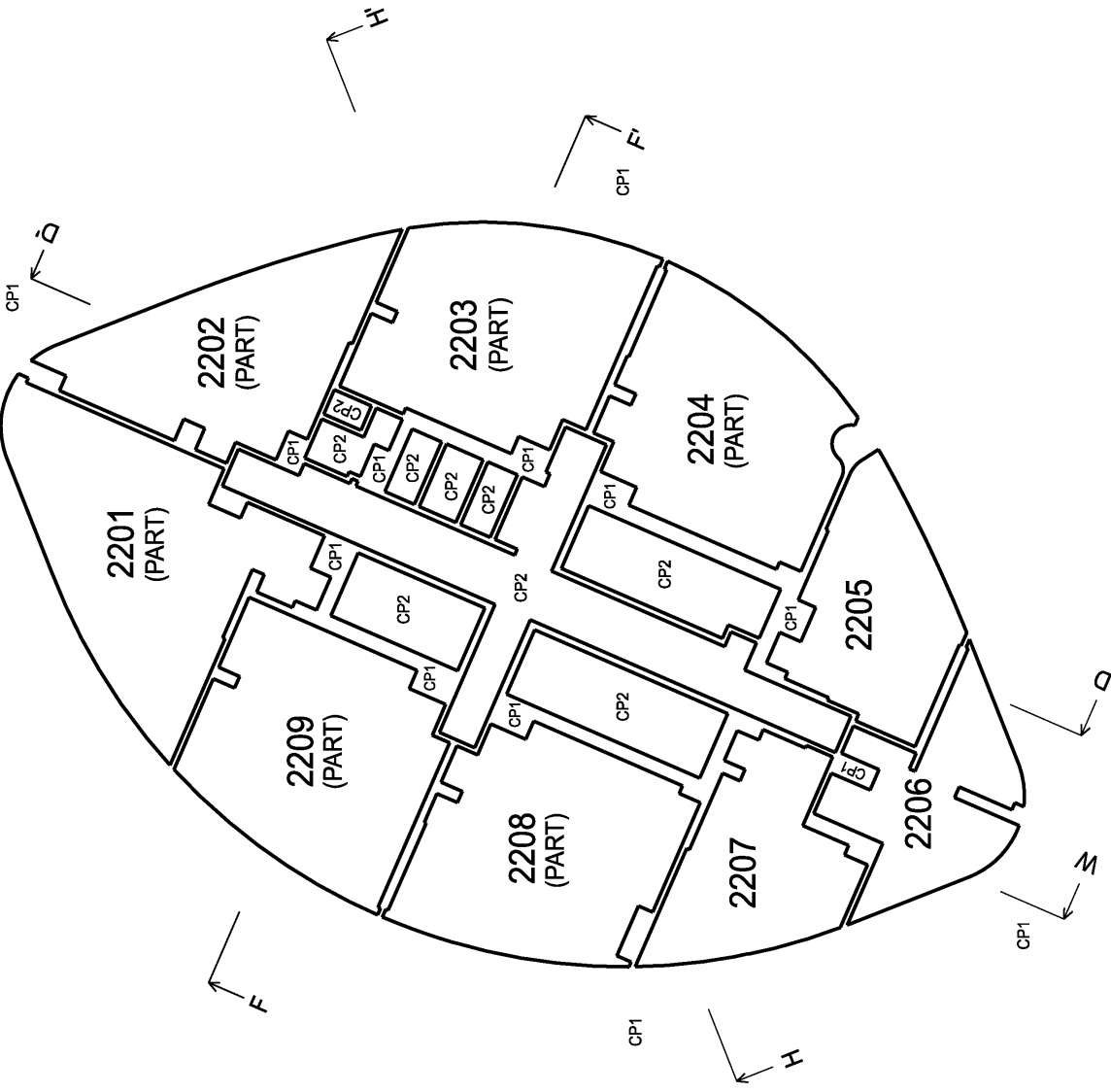
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Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.


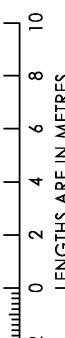
PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

ENLARGEMENT
 DIAGRAM 29 PART
 LEVEL 22 (TOWER 1)



SEE SHEET 67

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:200</p>	<p>LENGTHS ARE IN METRES</p> 	<p>REF: 9319</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>	<p>SHEET 68</p>
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PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

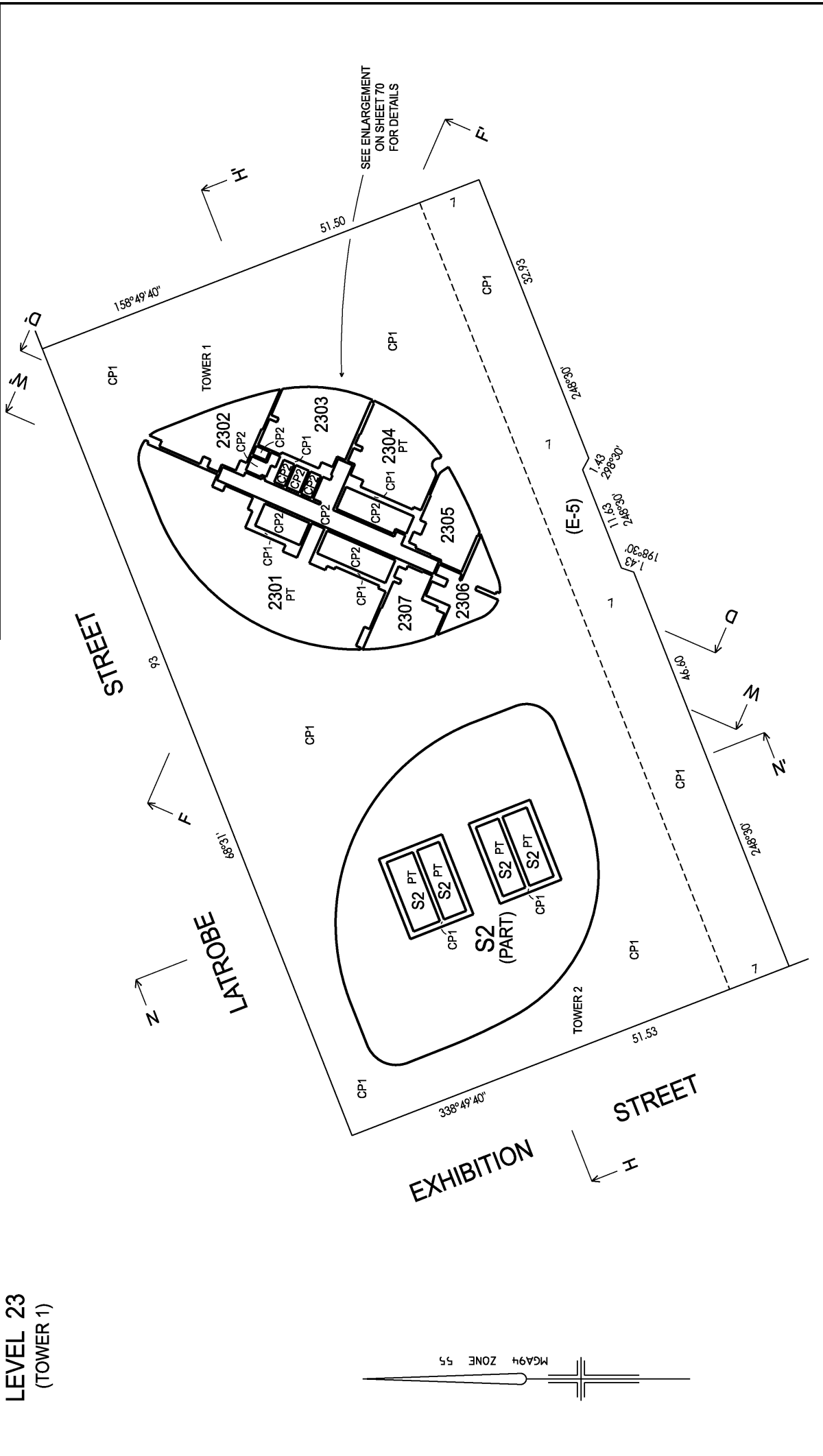


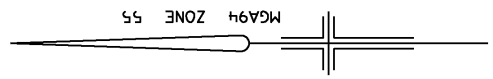
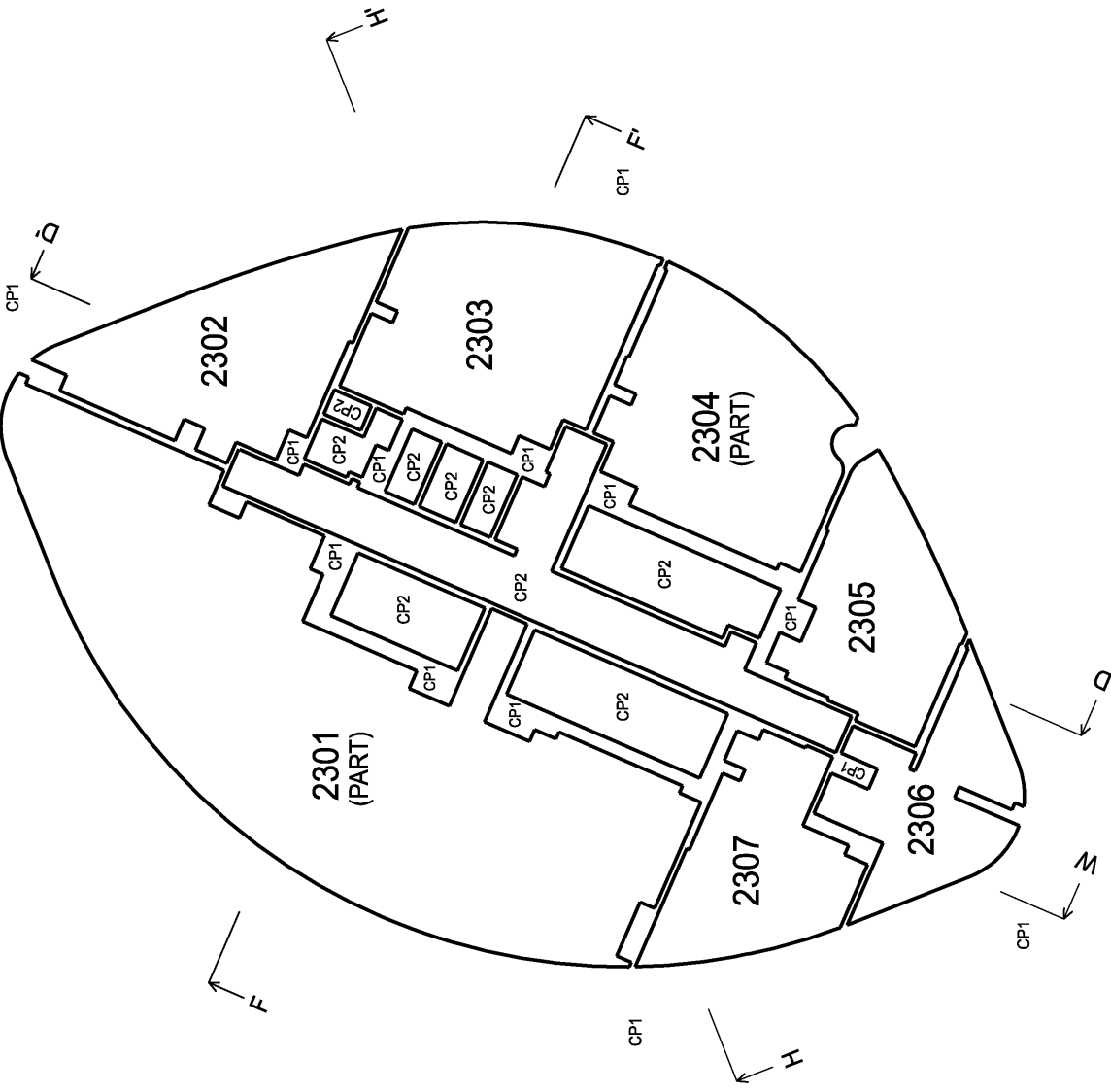
DIAGRAM 30
 LEVEL 23
 (TOWER 1)

<p>REF: 9319</p> <p>VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 69</p>
<p>SCALE</p> <p>1:400</p> <p>LENGTHS ARE IN METRES</p>	<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p> <p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>



PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

ENLARGEMENT
 DIAGRAM 30 PART
 LEVEL 23 (TOWER 1)



SEE SHEET 69

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:200</p>	<p>LENGTHS ARE IN METRES</p> 	<p>REF: 9319</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>VERSION: 18</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 70</p>
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PLAN OF SUBDIVISION
PS 811190V

PLAN NUMBER
PS 811190V

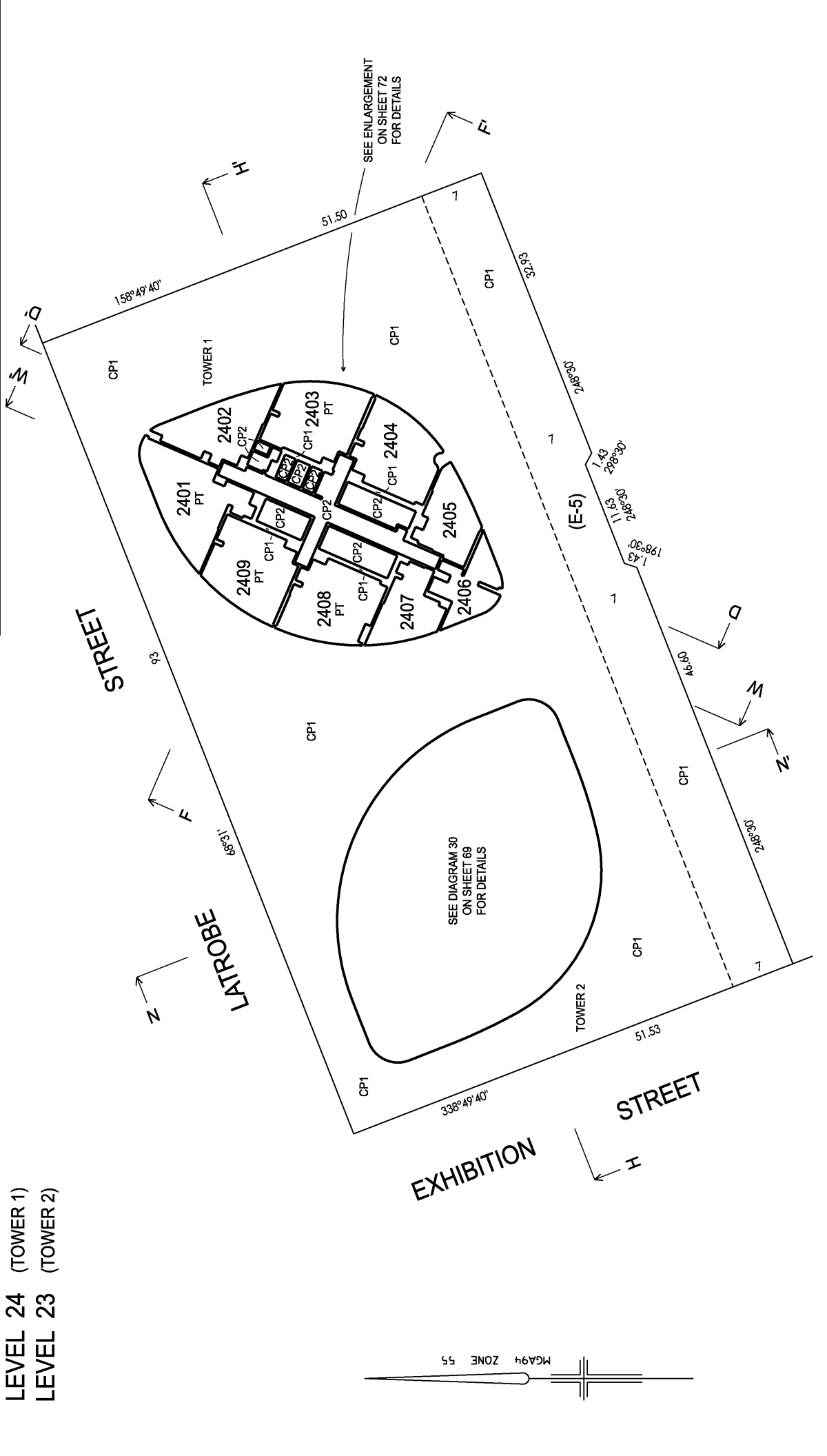
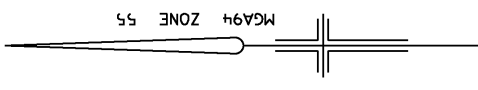


DIAGRAM 31
LEVEL 24 (TOWER 1)
LEVEL 23 (TOWER 2)

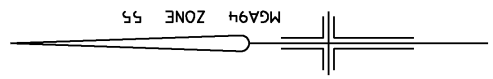
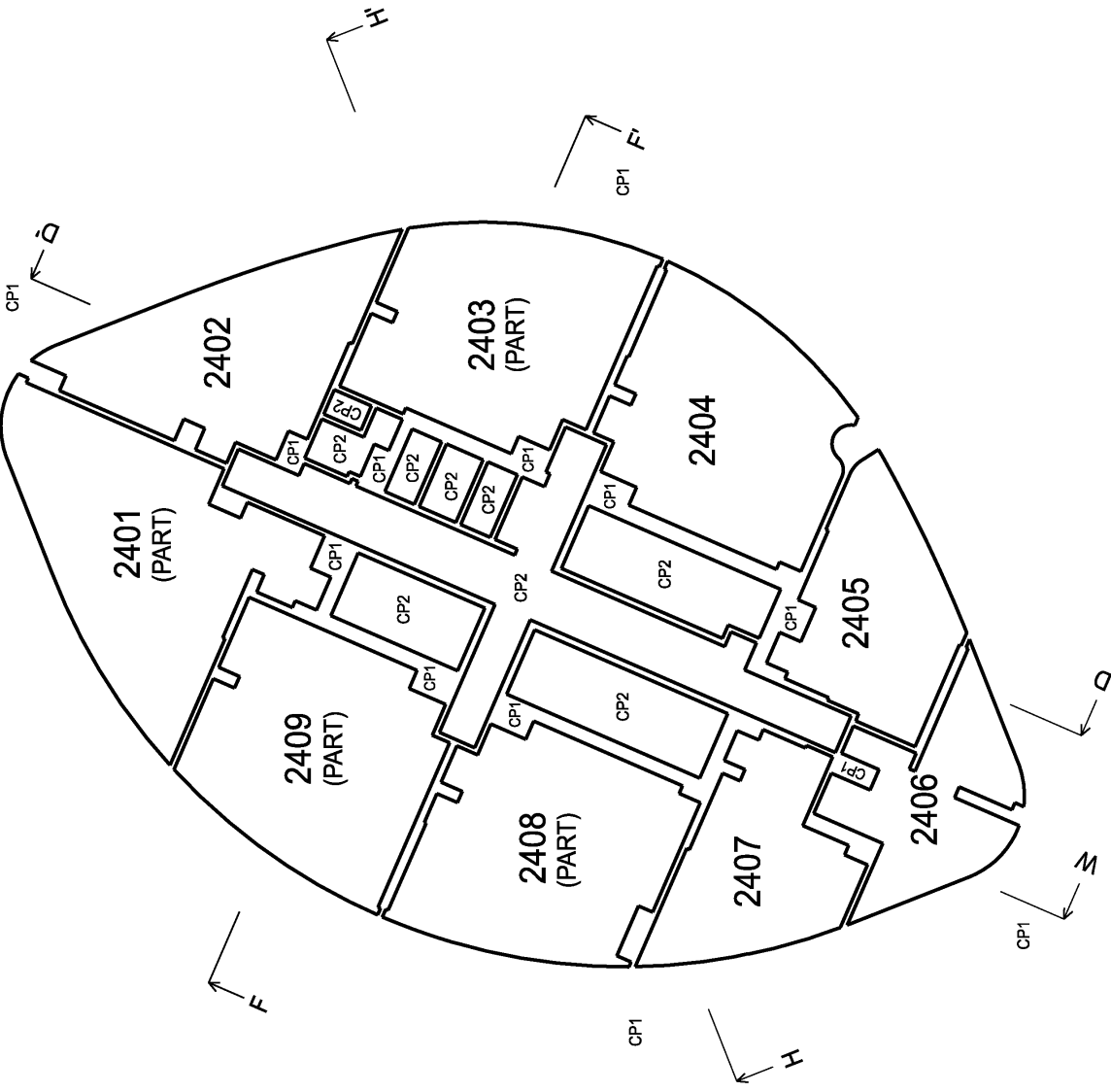


<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	SCALE 1:400	<p>LENGTHS ARE IN METRES</p>	REF: 9319	VERSION: 18	ORIGINAL SHEET SIZE A3	SHEET 71
	<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>					


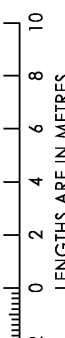
PLAN OF SUBDIVISION
 PS 811190V

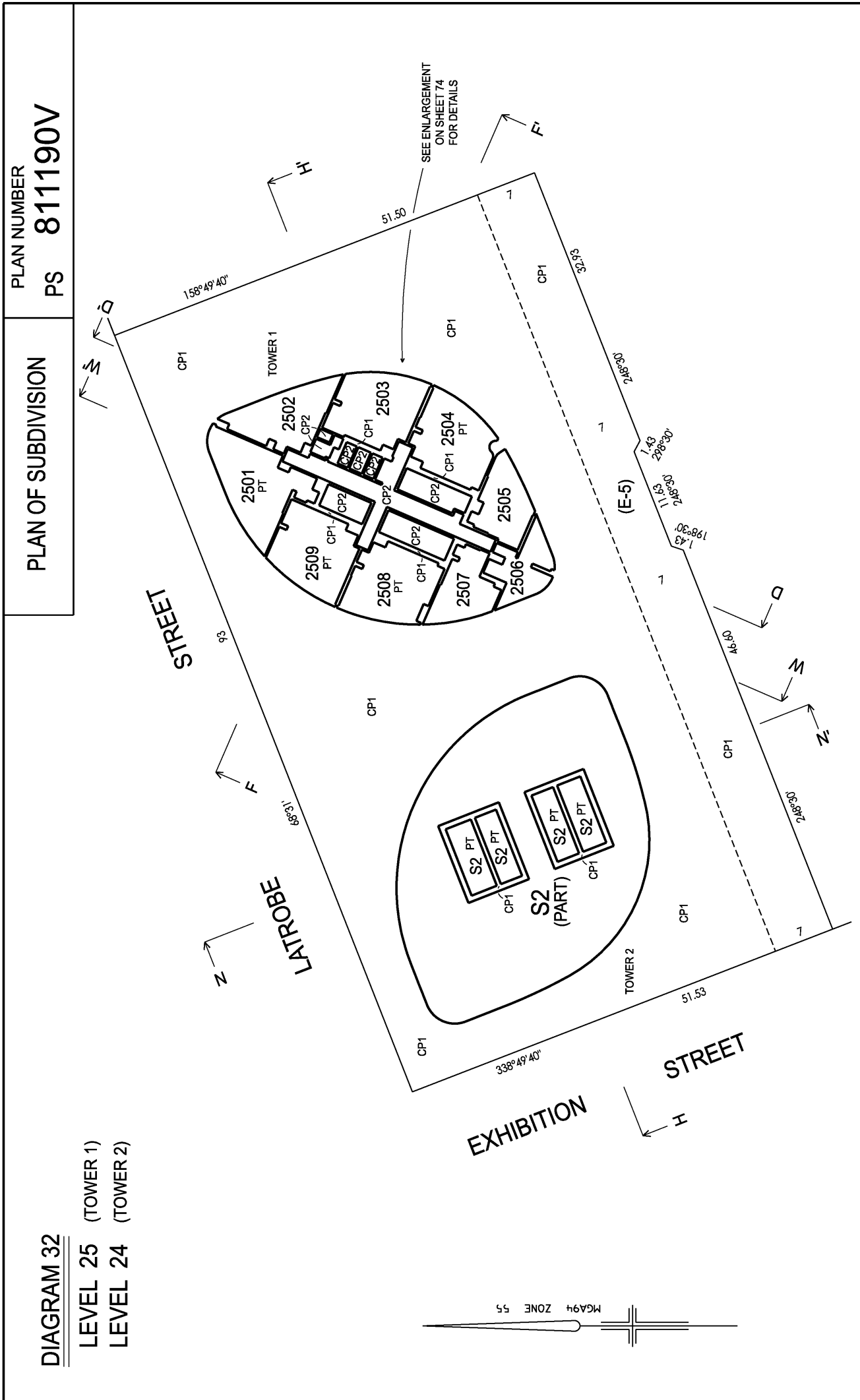
PLAN NUMBER
 PS 811190V

ENLARGEMENT
 DIAGRAM 31 PART
 LEVEL 24 (TOWER 1)



SEE SHEET 71

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:200</p>	<p>LENGTHS ARE IN METRES</p> 	<p>REF: 9319</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>VERSION: 18</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 72</p>
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PLAN OF SUBDIVISION
 PS 811190V

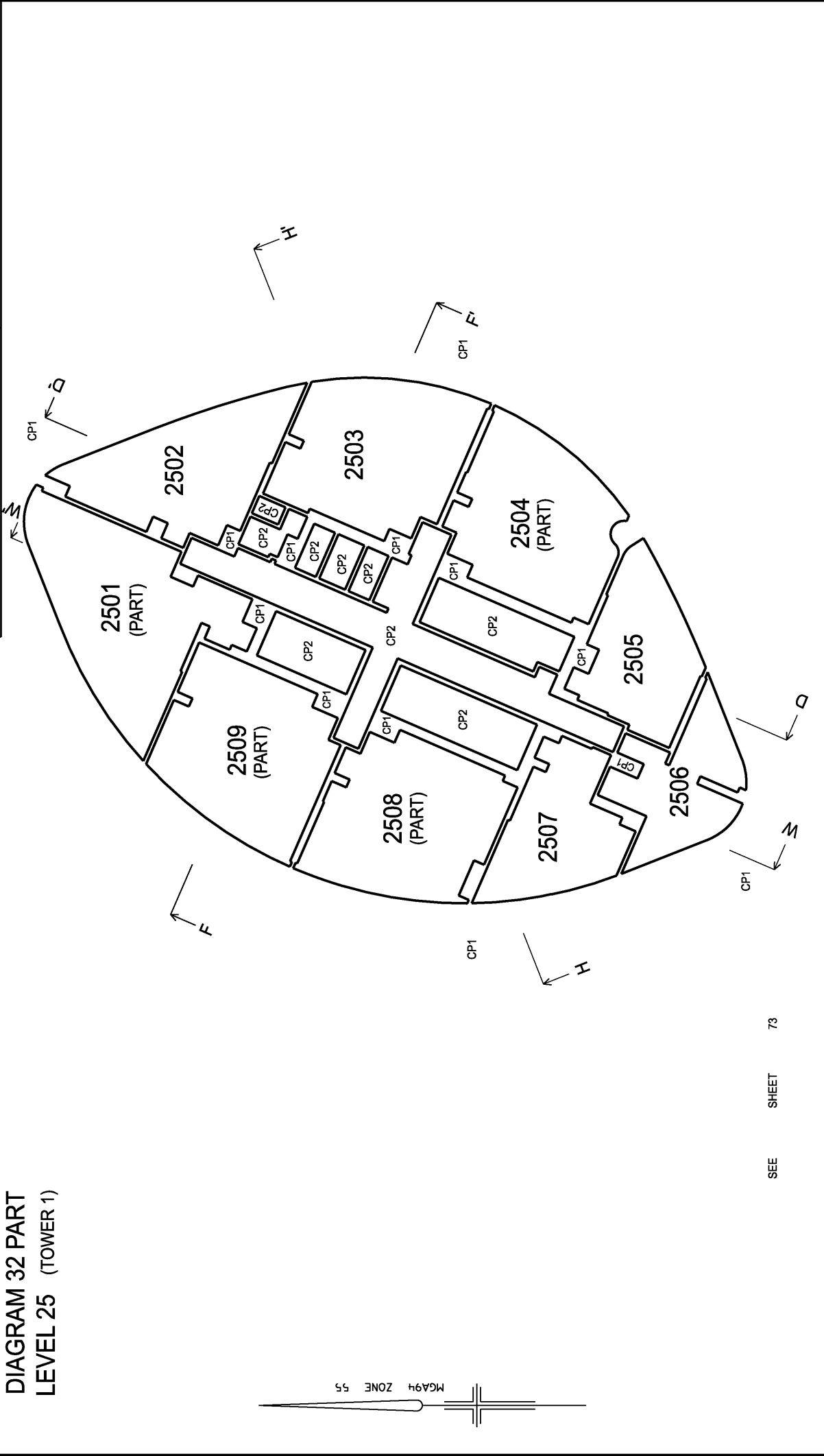
PLAN NUMBER
 PS 811190V

DIAGRAM 32
 LEVEL 25 (TOWER 1)
 LEVEL 24 (TOWER 2)

<p>REF: 9319</p>	<p>VERSION: 18</p>	<p>SHEET 73</p>
<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>		
<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>		
<p>LENGTHS ARE IN METRES</p>		
<p>SCALE</p> <p>1:400</p>	<p>www.bpd.com.au info@bpd.com.au</p>	
<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>		
<p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>		

PLAN OF SUBDIVISION

PLAN NUMBER
PS 811190V



<p>ENLARGEMENT DIAGRAM 32 PART LEVEL 25 (TOWER 1)</p>	<p>SEE SHEET 73</p>	<p>SCALE 1:200</p>	<p>LENGTHS ARE IN METRES</p> <p>0 2 4 6 8 10</p>	<p>REF: 9319 VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 74</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
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PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

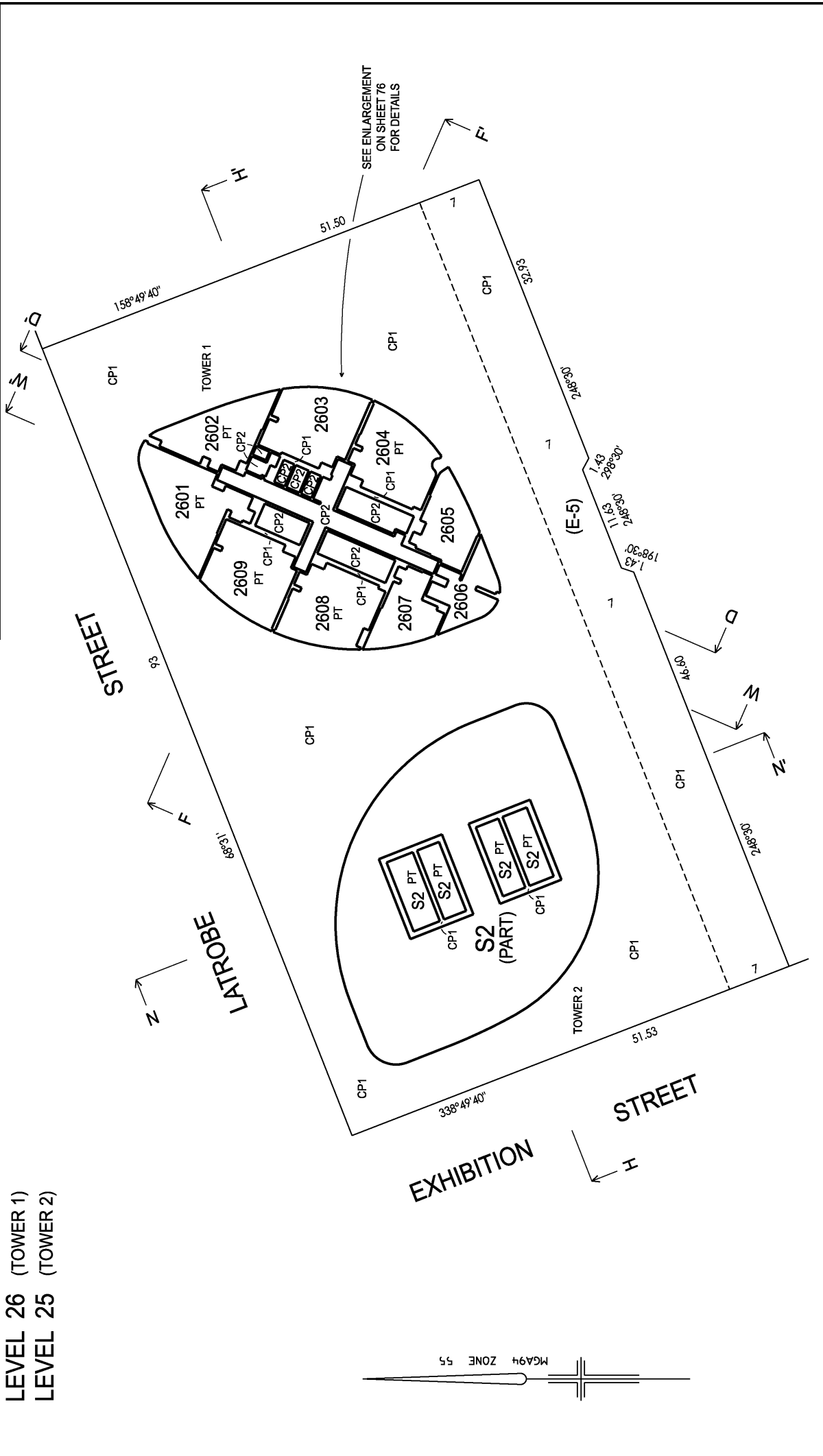


DIAGRAM 33
 LEVEL 26 (TOWER 1)
 LEVEL 25 (TOWER 2)

<p>DIAGRAM 33 LEVEL 26 (TOWER 1) LEVEL 25 (TOWER 2)</p>	<p>REF: 9319</p>	<p>VERSION: 18</p>	<p>SHEET 75</p>
<p>Scale: 1:400</p> <p>Lengths are in metres</p>	<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>Original Sheet Size A3</p>	<p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>

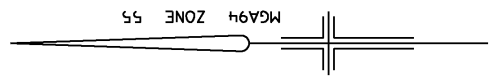
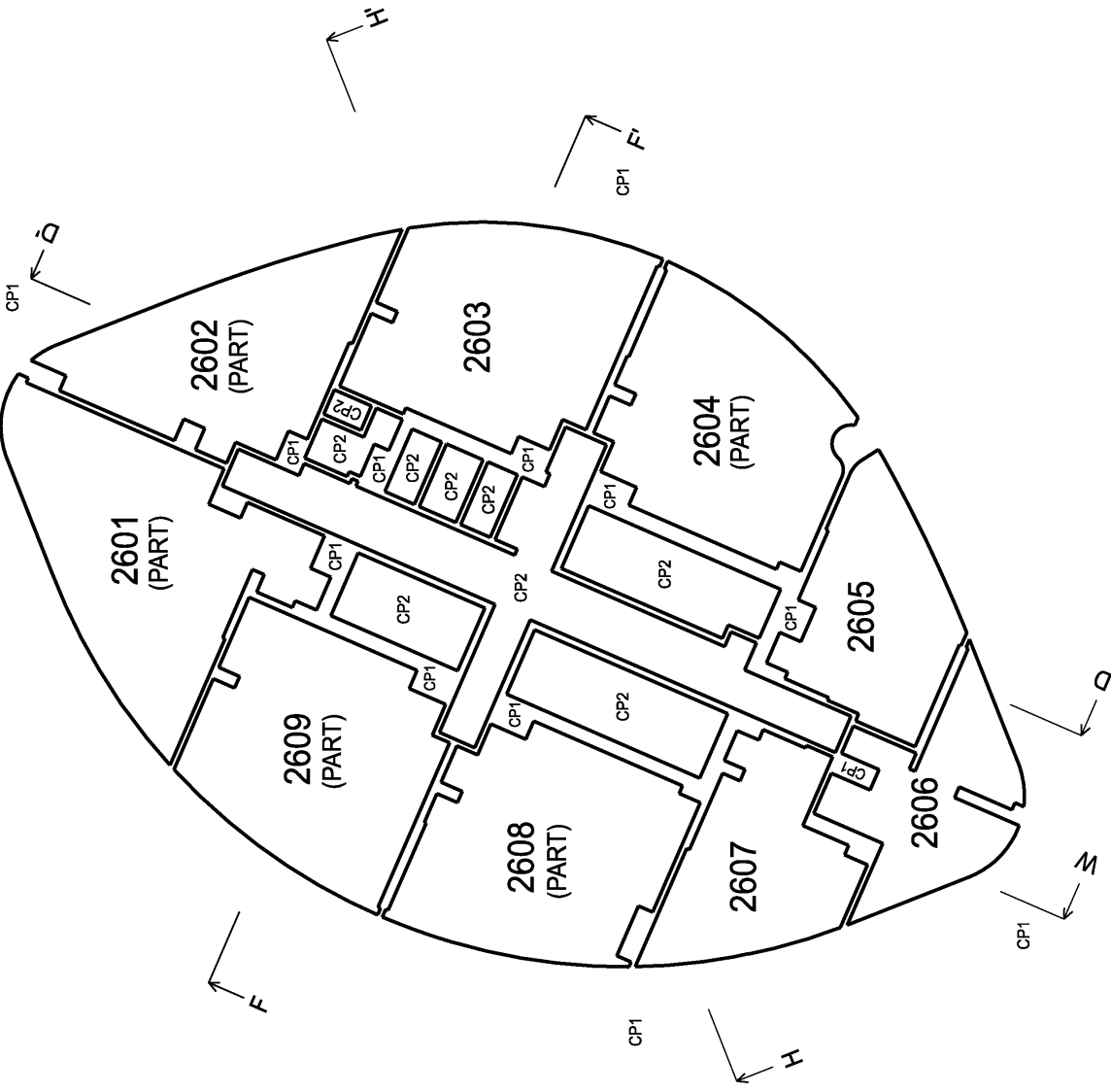
Breese Pitt Dixon Pty Ltd
 1/19 Cato Street
 Hawthorn East Vic 3123
 Ph: 8823 2300 Fax: 8823 2310
 www.bpd.com.au info@bpd.com.au

Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.



PLAN OF SUBDIVISION
 PS 811190V

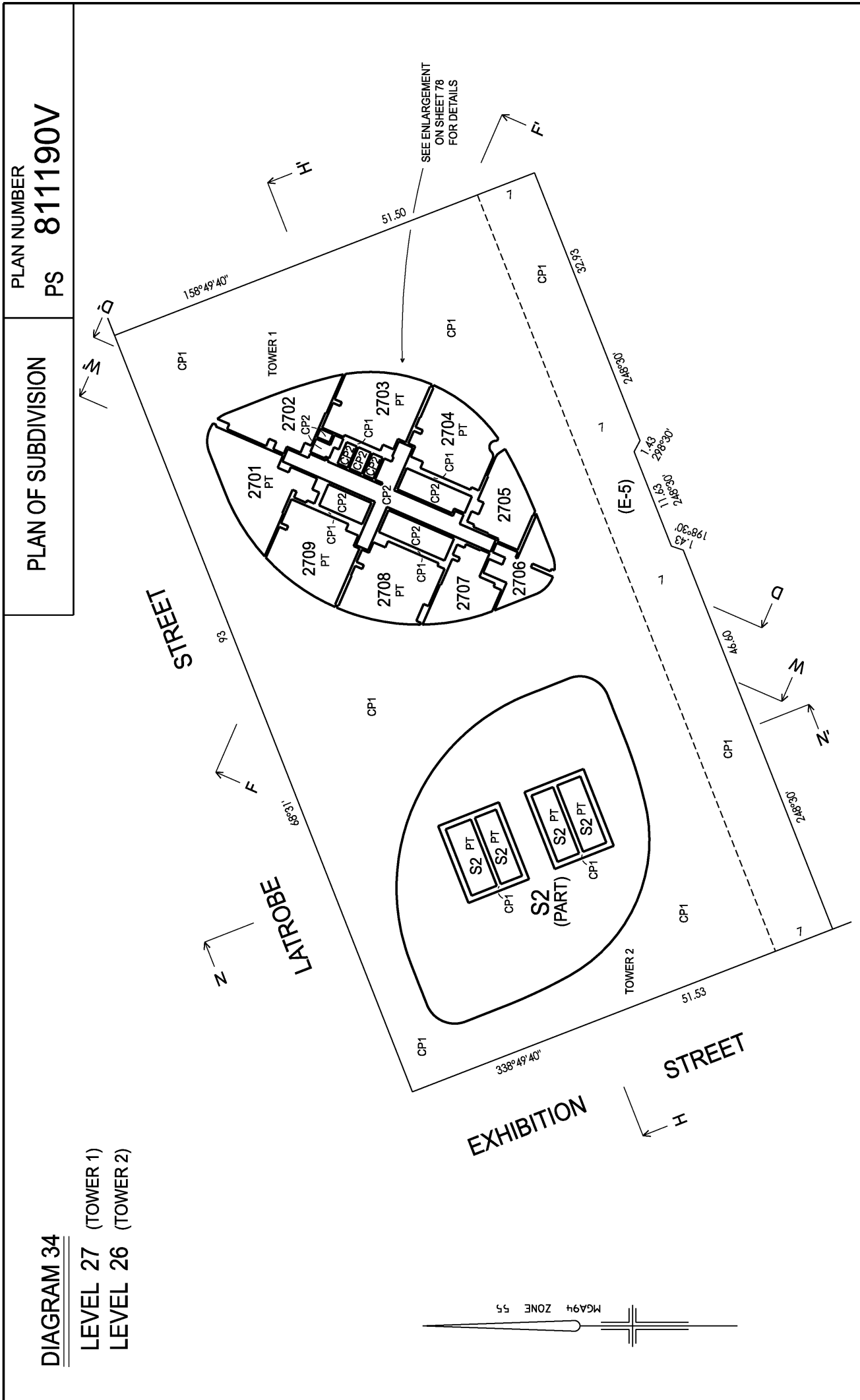
PLAN NUMBER
 PS 811190V

ENLARGEMENT
 DIAGRAM 33 PART
 LEVEL 26 (TOWER 1)




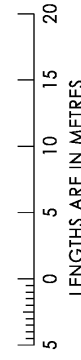
SEE SHEET 75

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:200</p>	<p>LENGTHS ARE IN METRES</p> 	<p>REF: 9319</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>VERSION: 18</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 76</p>
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PLAN OF SUBDIVISION
 PS 811190V
 PLAN NUMBER
 PS 811190V

DIAGRAM 34
 LEVEL 27 (TOWER 1)
 LEVEL 26 (TOWER 2)

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:400</p>	<p>LENGTHS ARE IN METRES</p> 	<p>REF: 9319 VERSION: 18</p>	<p>SHEET 77</p>
<p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>				

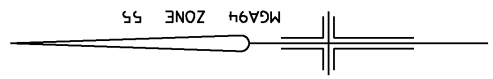
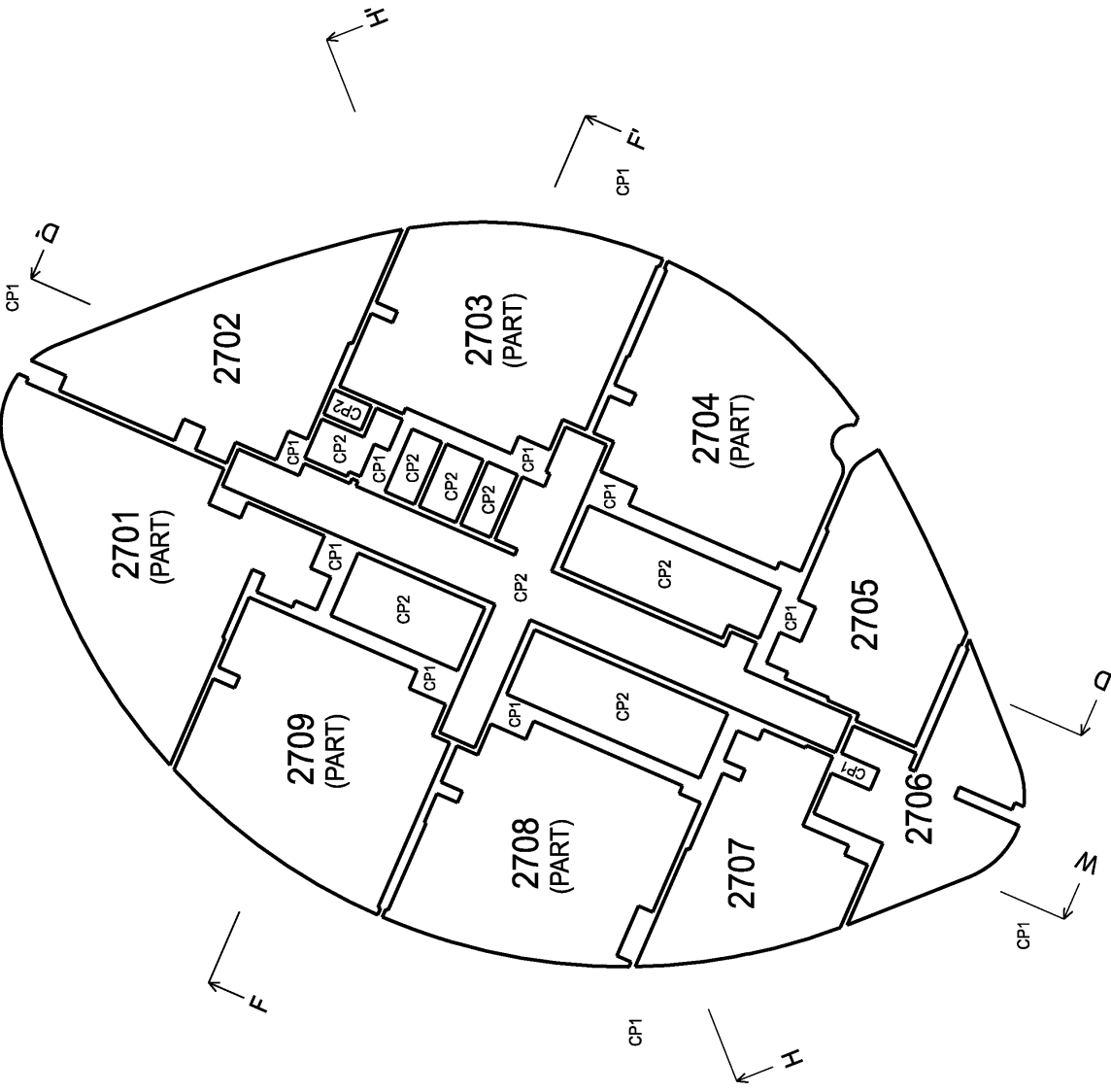
Digitally signed by: Simon Patrick Cox, Licensed Surveyor,
 Surveyor's Plan Version (18),
 23/08/2022, SPEAR Ref: S150011C

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 Melbourne City Council,
 19/09/2022,
 SPEAR Ref: S150011C



PLAN OF SUBDIVISION
 PS 811190V

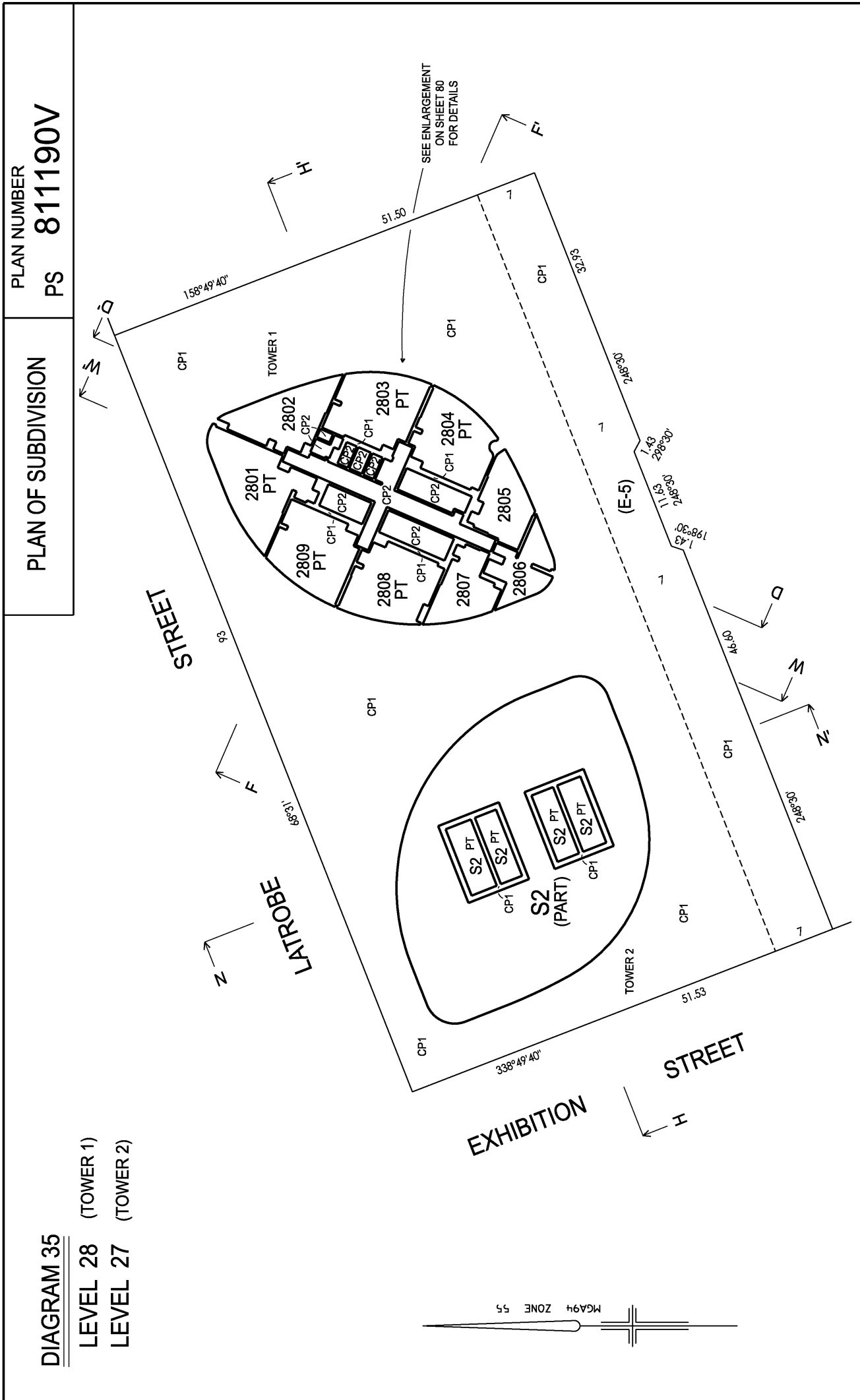
PLAN NUMBER
 PS 811190V

ENLARGEMENT
 DIAGRAM 34 PART
 LEVEL 27 (TOWER 1)




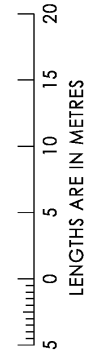
SEE SHEET 77

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:200</p>	<p>LENGTHS ARE IN METRES</p> 	<p>REF: 9319</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>VERSION: 18</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 78</p>
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PLAN OF SUBDIVISION
 PS 811190V
 PLAN NUMBER
 PS 811190V

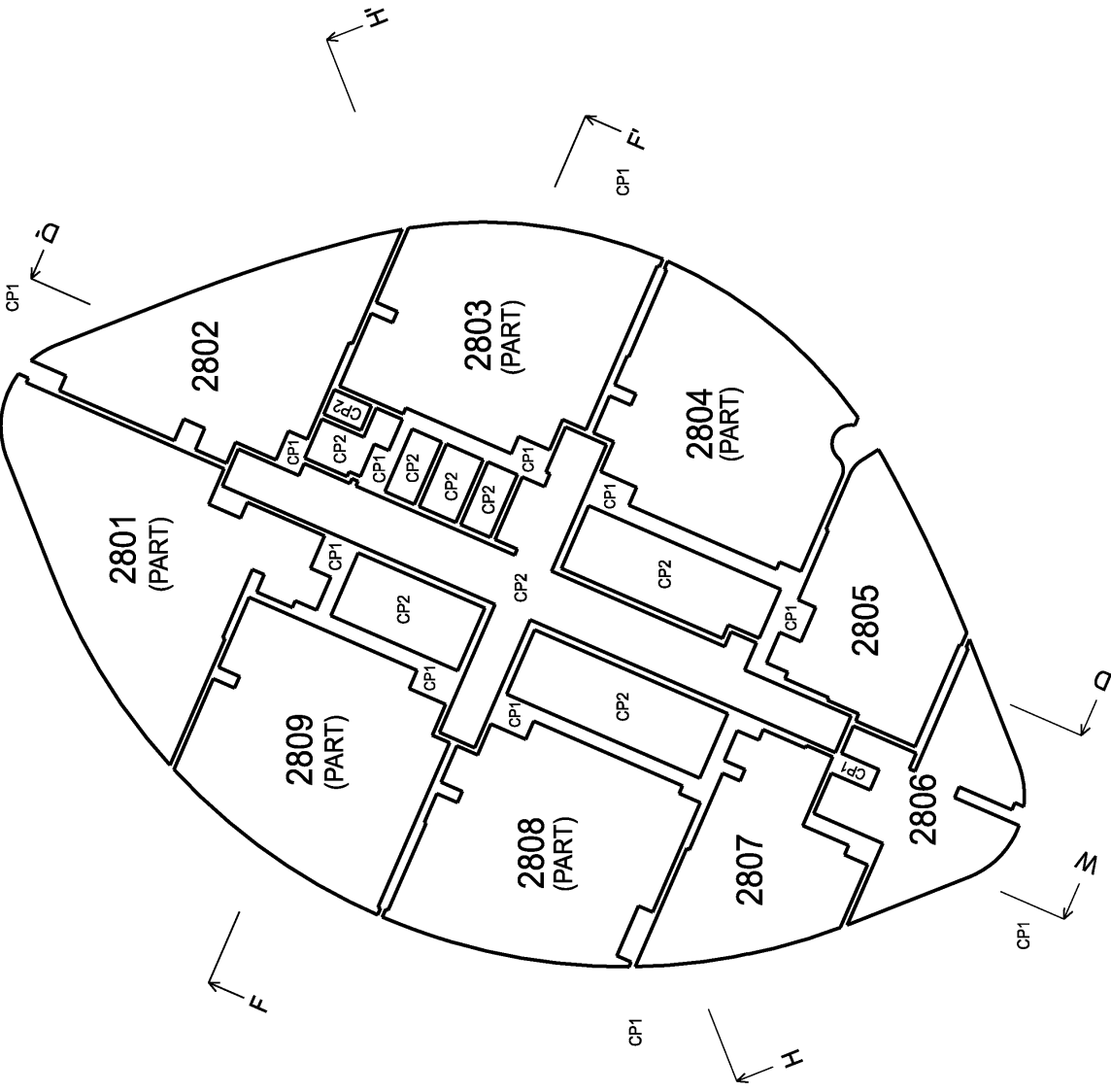
DIAGRAM 35
 LEVEL 28 (TOWER 1)
 LEVEL 27 (TOWER 2)

 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:400	LENGTHS ARE IN METRES 	REF: 9319 VERSION: 18 Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C	ORIGINAL SHEET SIZE A3 SHEET 79
	Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.	Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C	Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C	


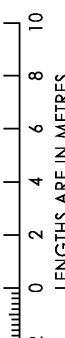
PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

ENLARGEMENT
 DIAGRAM 35 PART
 LEVEL 28 (TOWER 1)



SEE SHEET 79

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:200</p>	<p>LENGTHS ARE IN METRES</p> 	<p>REF: 9319</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>VERSION: 18</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 80</p>
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PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

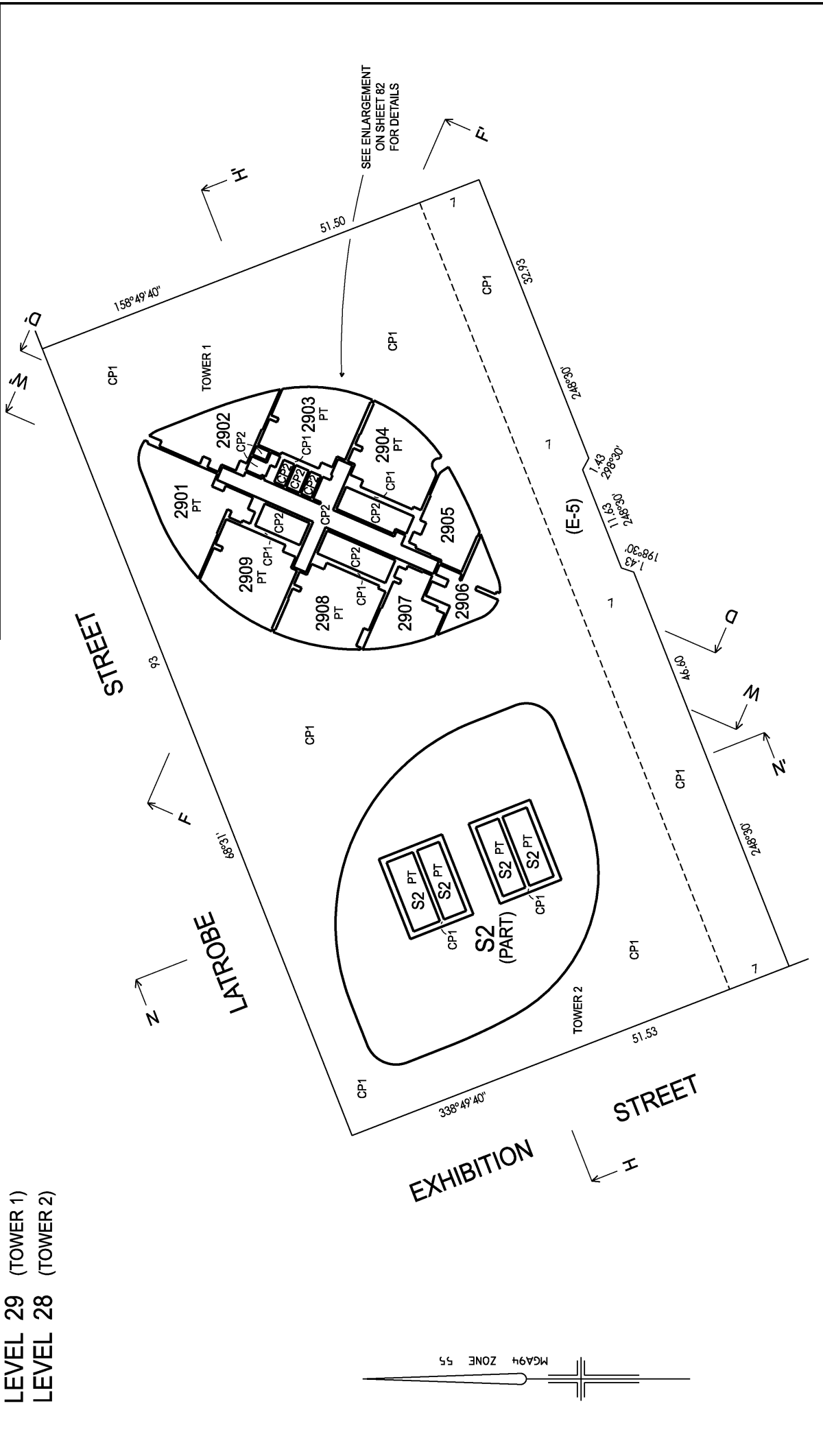
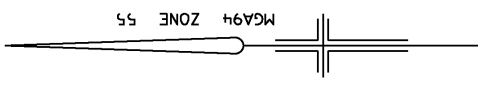


DIAGRAM 36
 LEVEL 29 (TOWER 1)
 LEVEL 28 (TOWER 2)

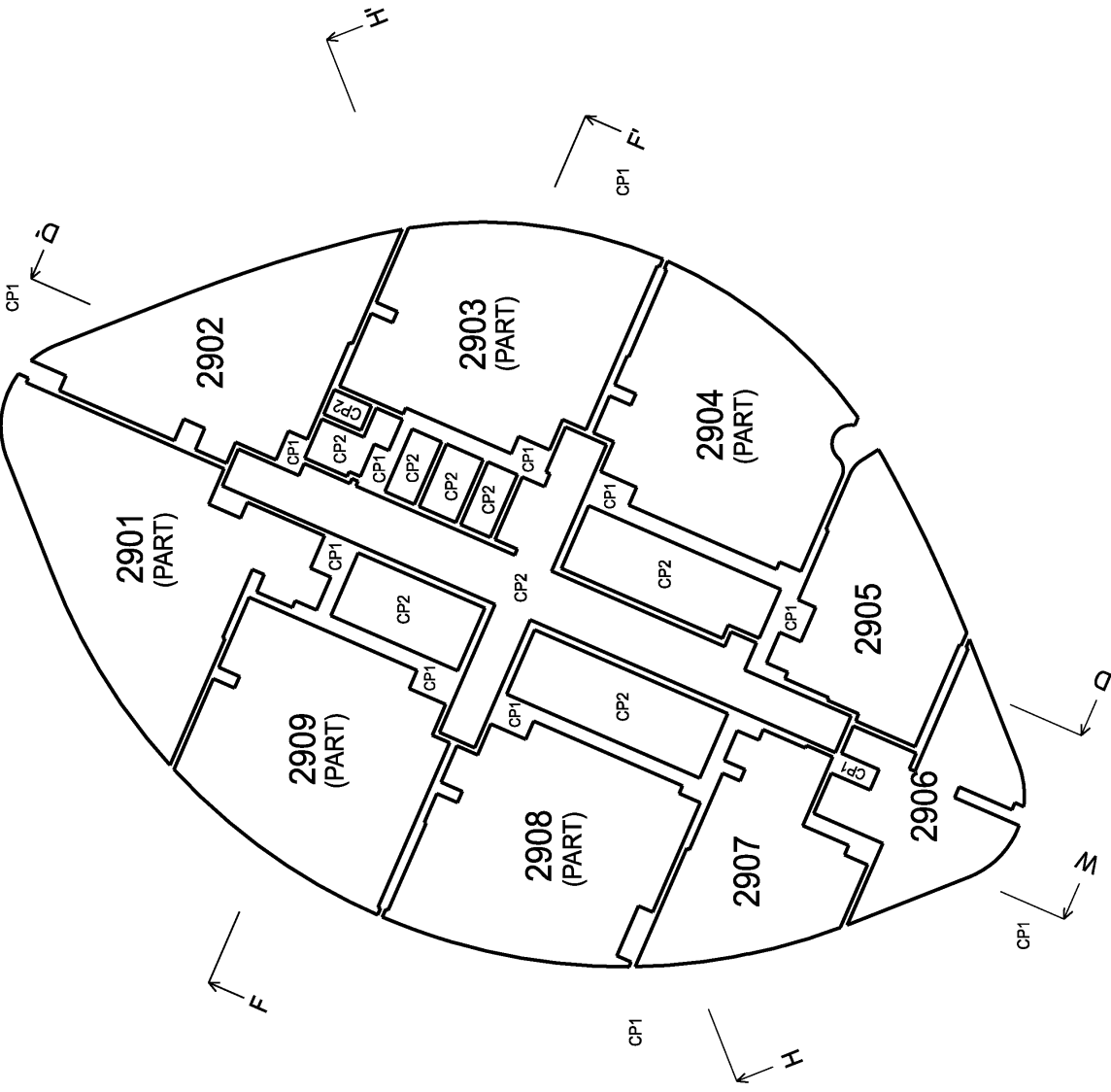


<p>REF: 9319</p> <p>VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 81</p>
<p>SCALE</p> <p>1:400</p> <p>LENGTHS ARE IN METRES</p>	<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p> <p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>

PLAN OF SUBDIVISION
 PS 811190V

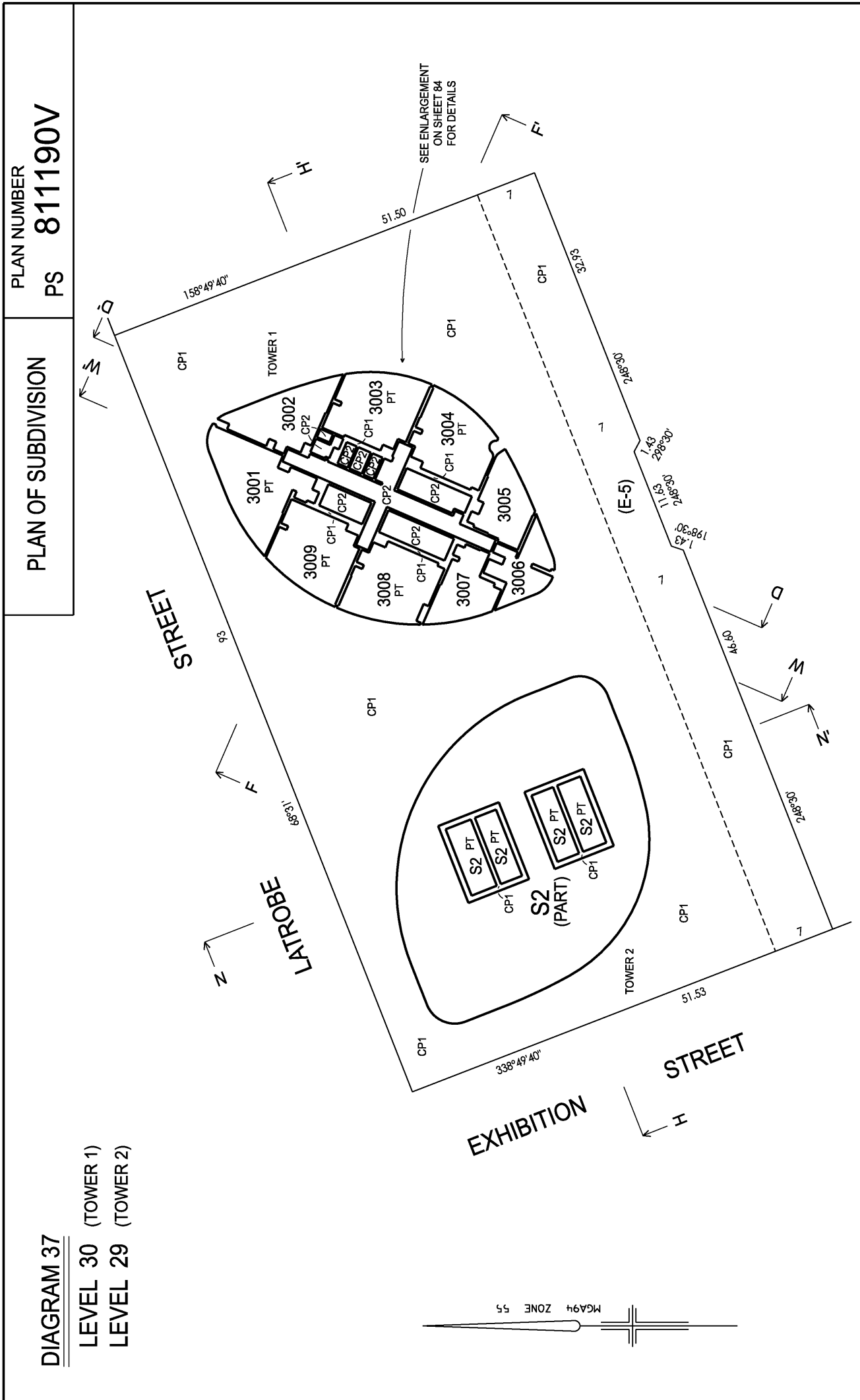
PLAN NUMBER
 PS 811190V

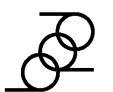
ENLARGEMENT
 DIAGRAM 36 PART
 LEVEL 29 (TOWER 1)



SEE SHEET 81

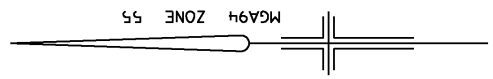
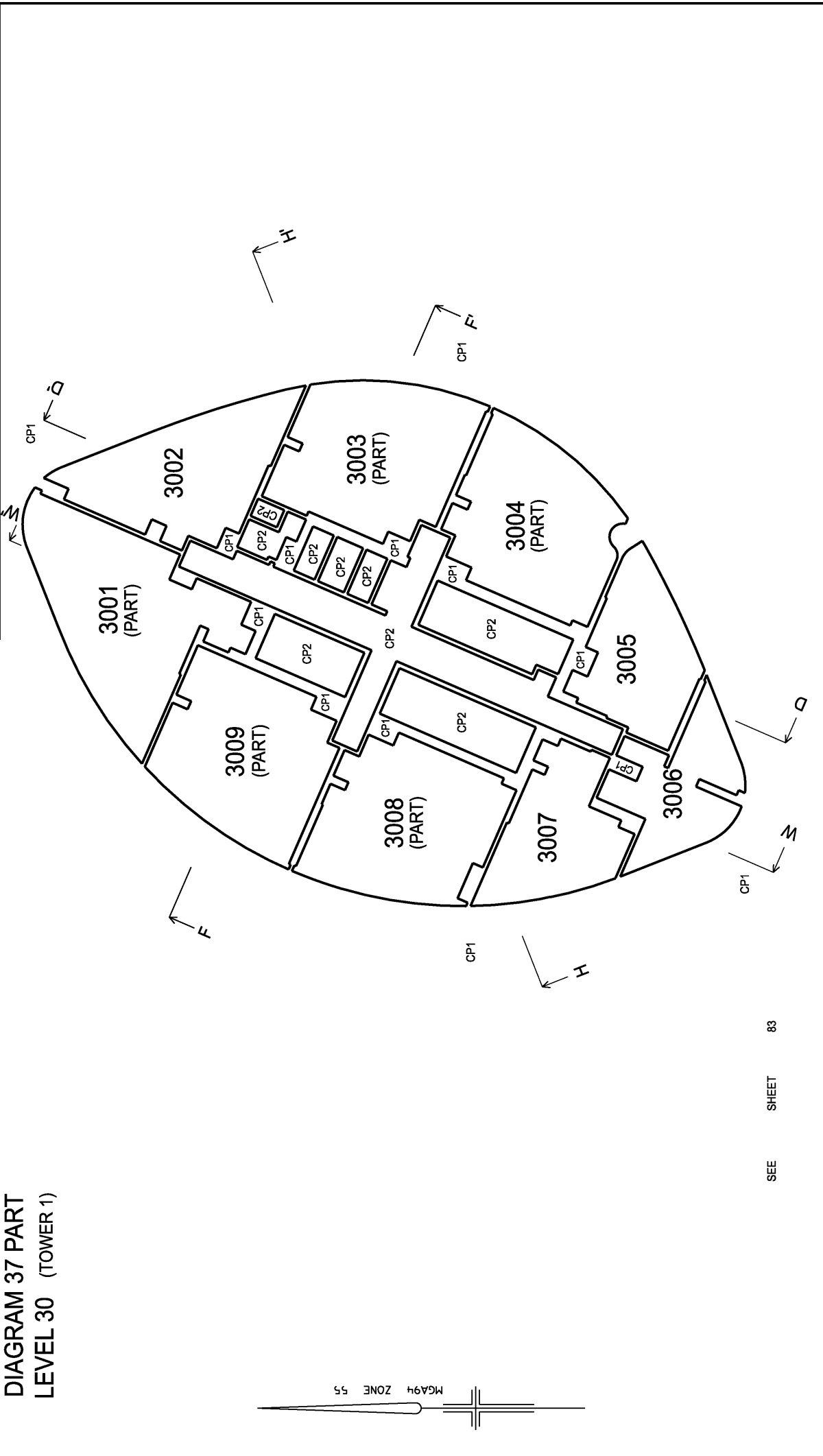
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
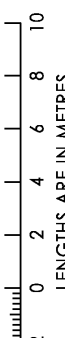
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:400	REF: 9319 VERSION: 18	ORIGINAL SHEET SIZE A3 SHEET 83
	Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.	Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C	Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C

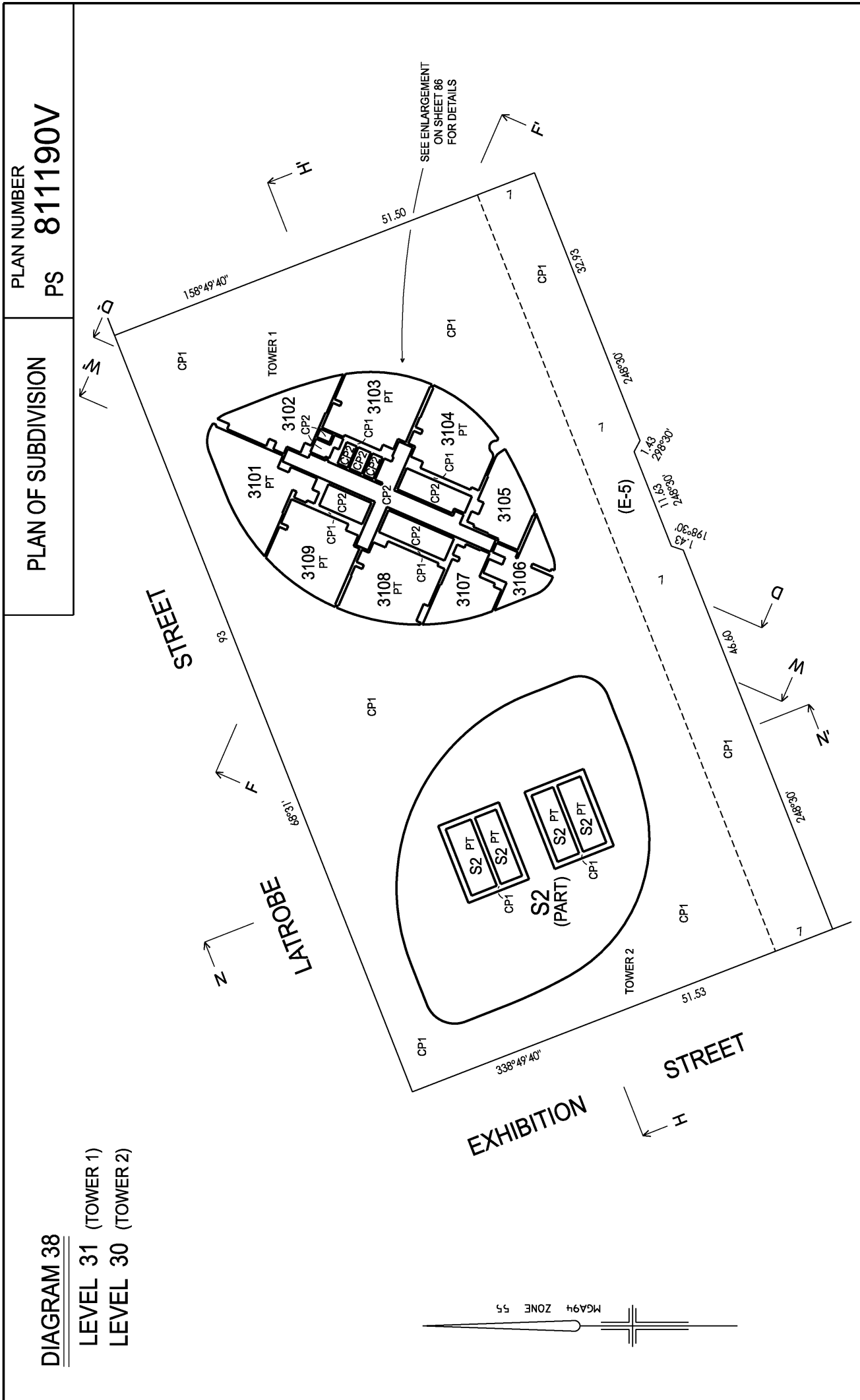
PLAN OF SUBDIVISION
 PS 811190V

ENLARGEMENT
 DIAGRAM 37 PART
 LEVEL 30 (TOWER 1)




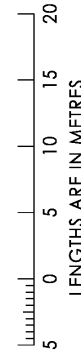
SEE SHEET 83

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:200</p>	<p>LENGTHS ARE IN METRES</p> 	<p>REF: 9319</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>VERSION: 18</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 84</p>
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PLAN NUMBER
PS 811190V

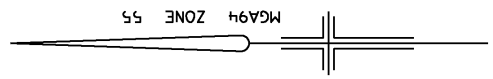
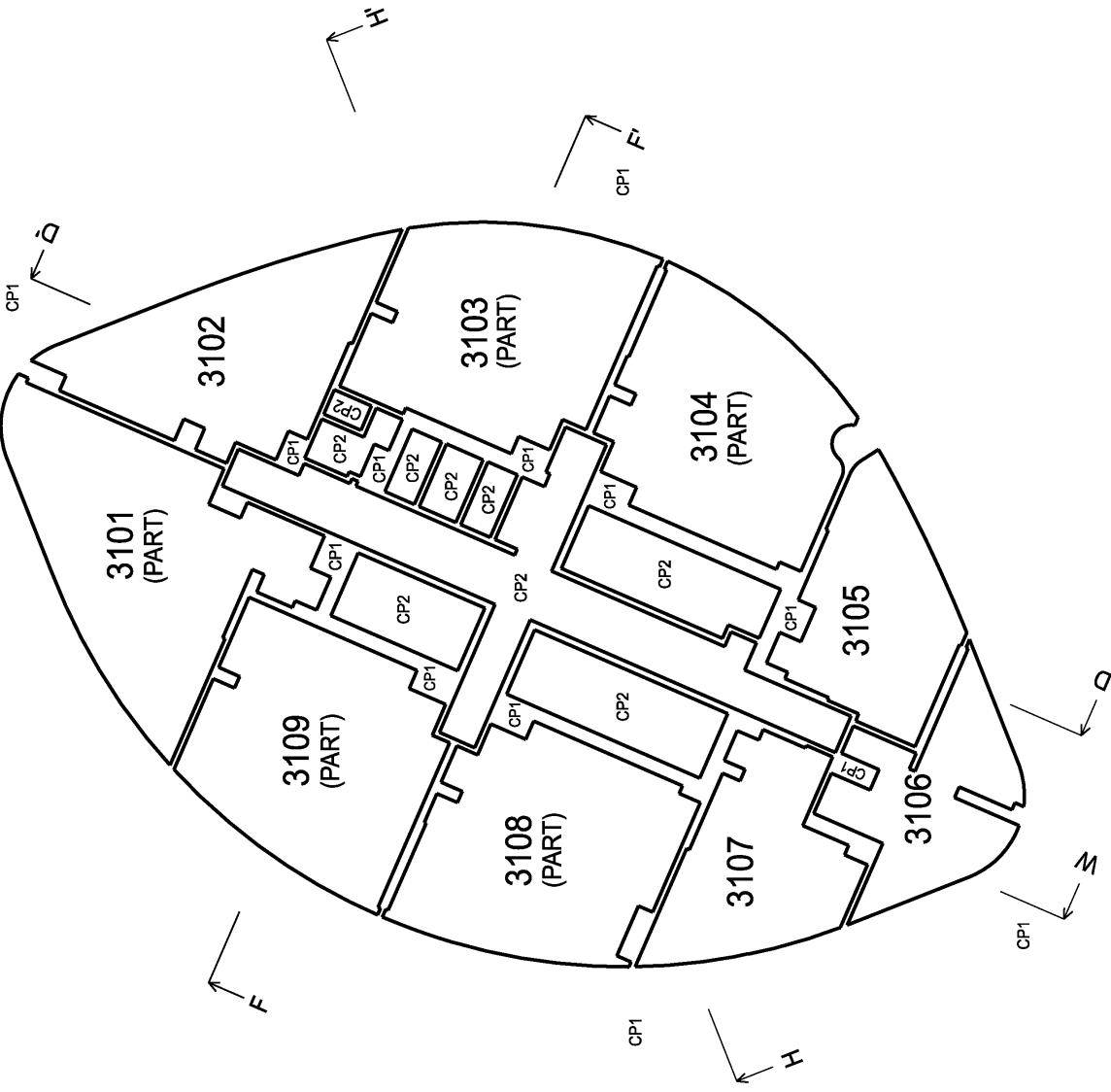
PLAN OF SUBDIVISION

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:400</p>	 <p>LENGTHS ARE IN METRES</p>	<p>REF: 9319 VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 85</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
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

PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

ENLARGEMENT
 DIAGRAM 38 PART
 LEVEL 31 (TOWER 1)

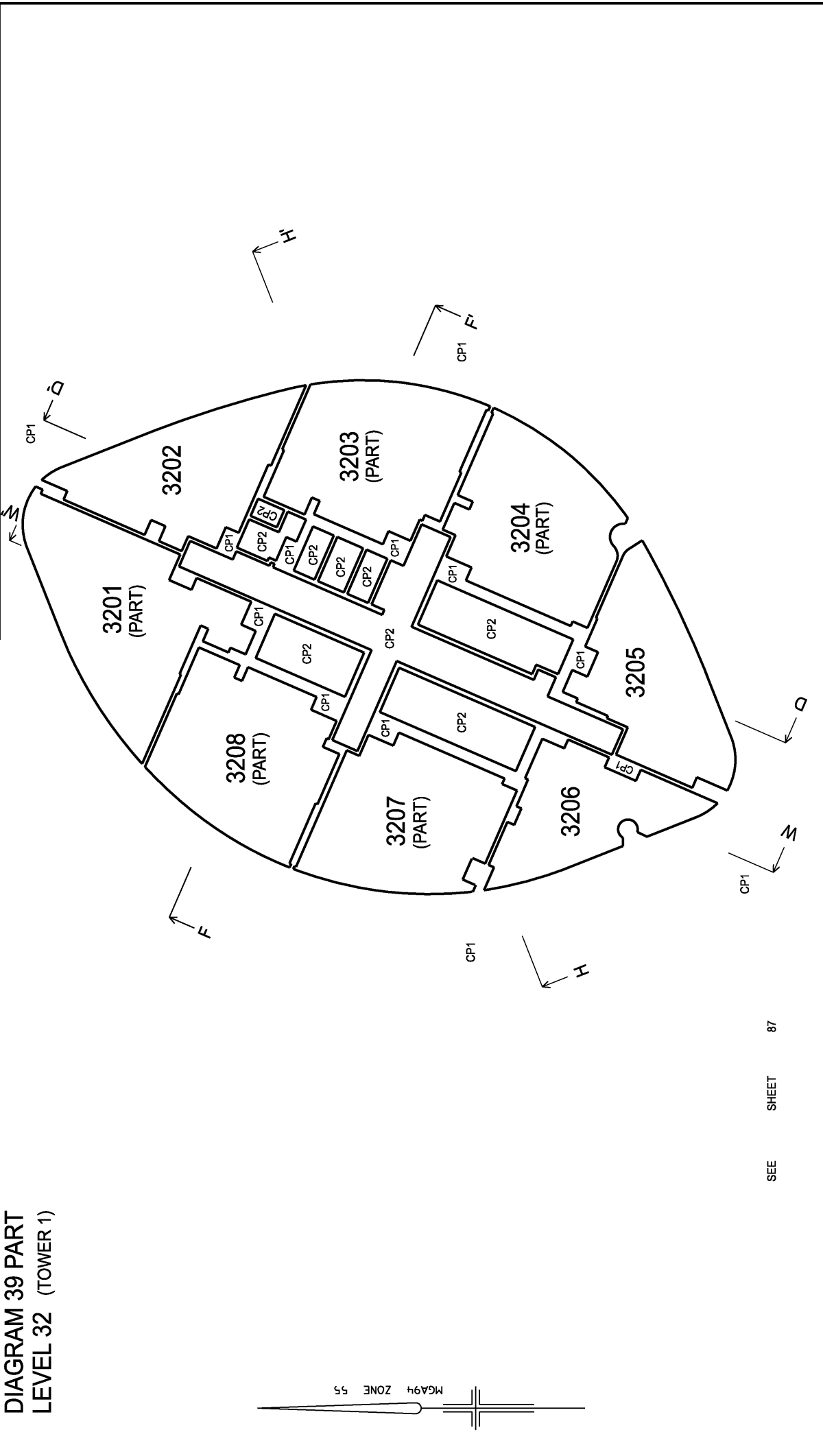


SEE SHEET 85

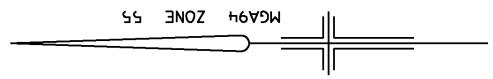
 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:200</p>	 <p>LENGTHS ARE IN METRES</p>	<p>REF: 9319 VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 86</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
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PLAN OF SUBDIVISION
 PS 811190V


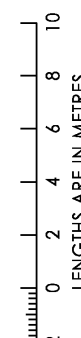
PLAN NUMBER
 PS 811190V



ENLARGEMENT
 DIAGRAM 39 PART
 LEVEL 32 (TOWER 1)

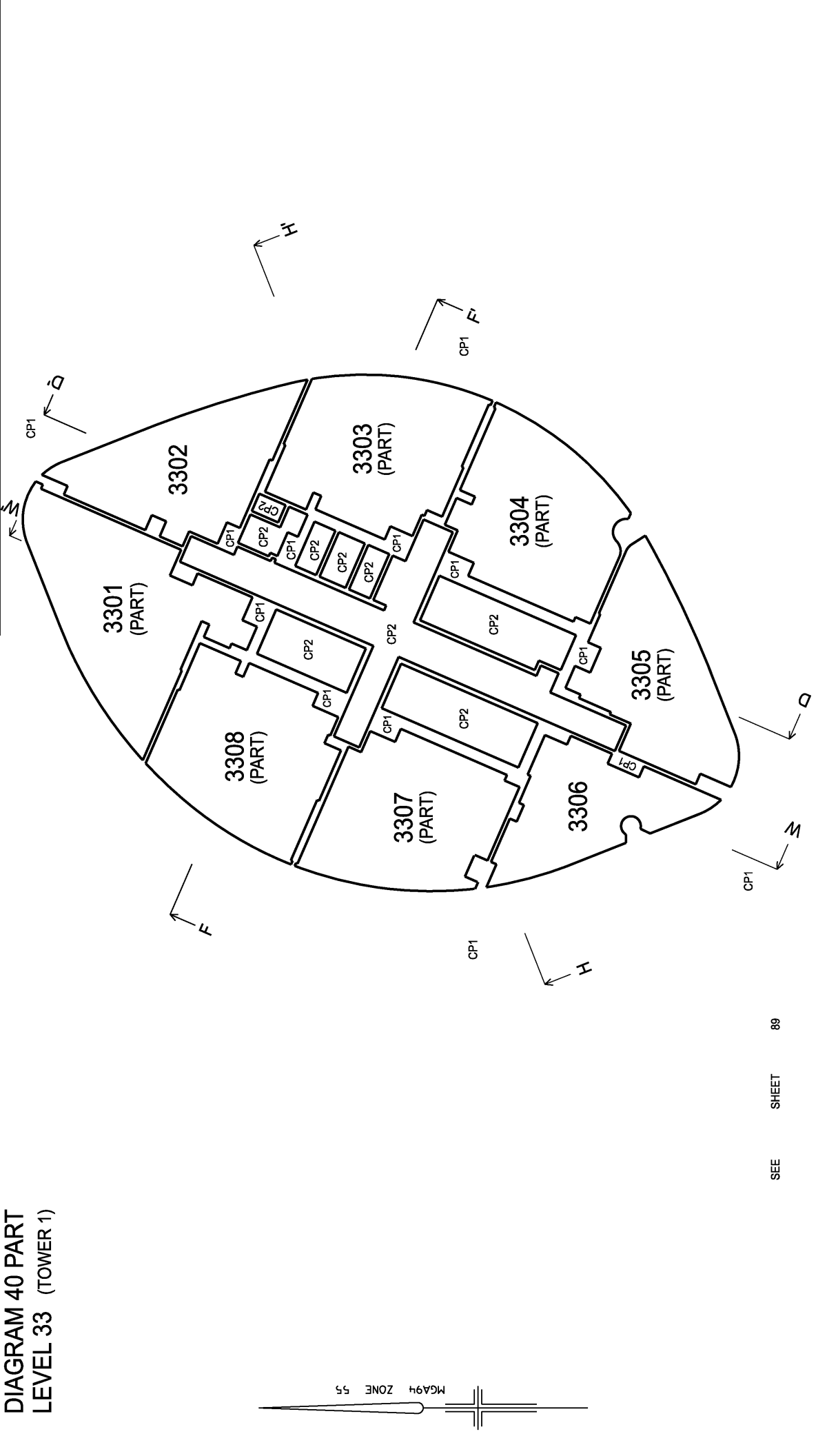


SEE SHEET 87

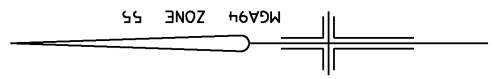
 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:200</p>	 <p>LENGTHS ARE IN METRES</p>	<p>REF: 9319</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>VERSION: 18</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 88</p>
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PLAN OF SUBDIVISION
 PS 811190V



PLAN NUMBER
 PS 811190V

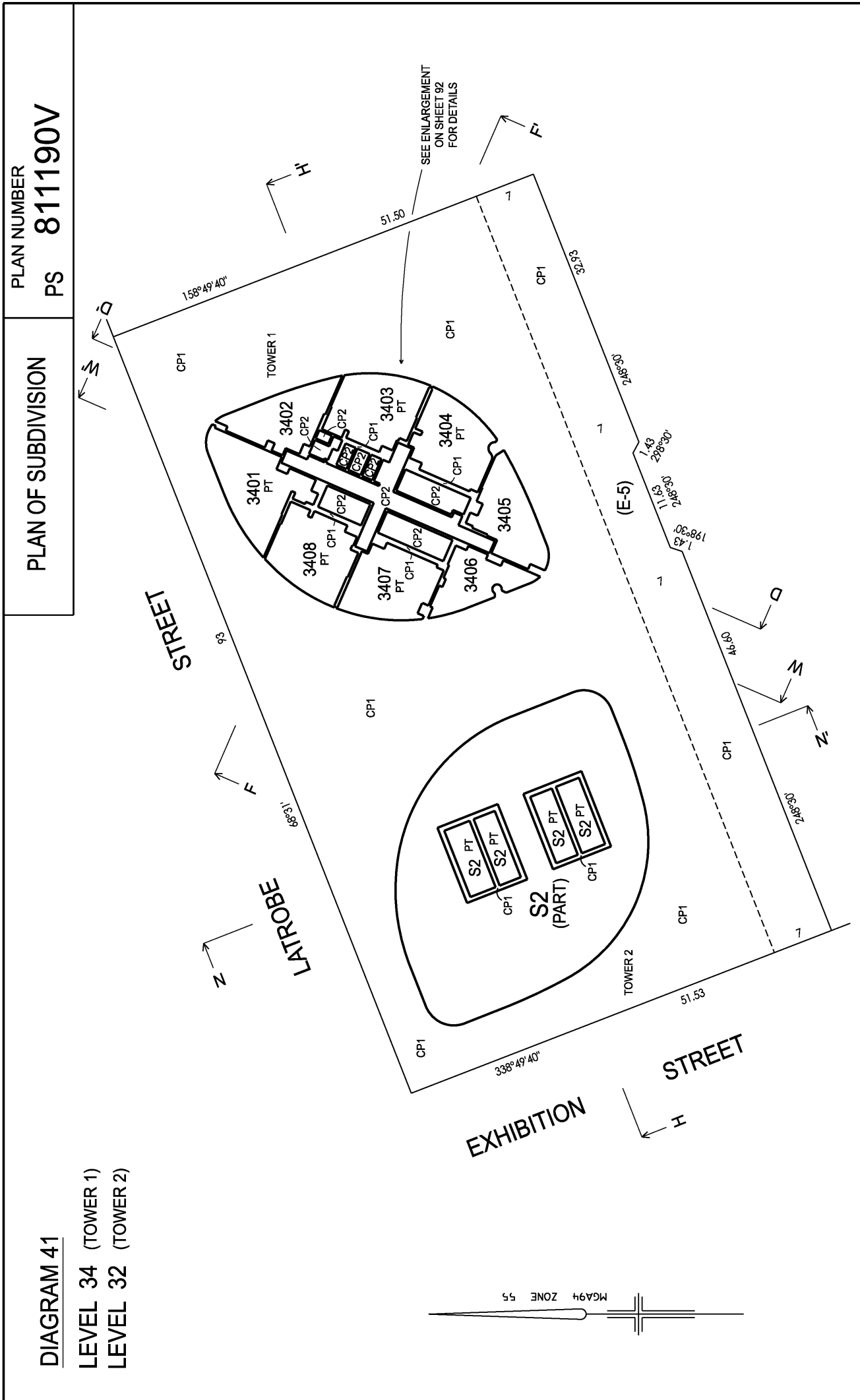


ENLARGEMENT
 DIAGRAM 40 PART
 LEVEL 33 (TOWER 1)



SEE SHEET 89

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:200</p>	 <p>LENGTHS ARE IN METRES</p>	<p>REF: 9319 VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 90</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
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PLAN OF SUBDIVISION
 PS 811190V

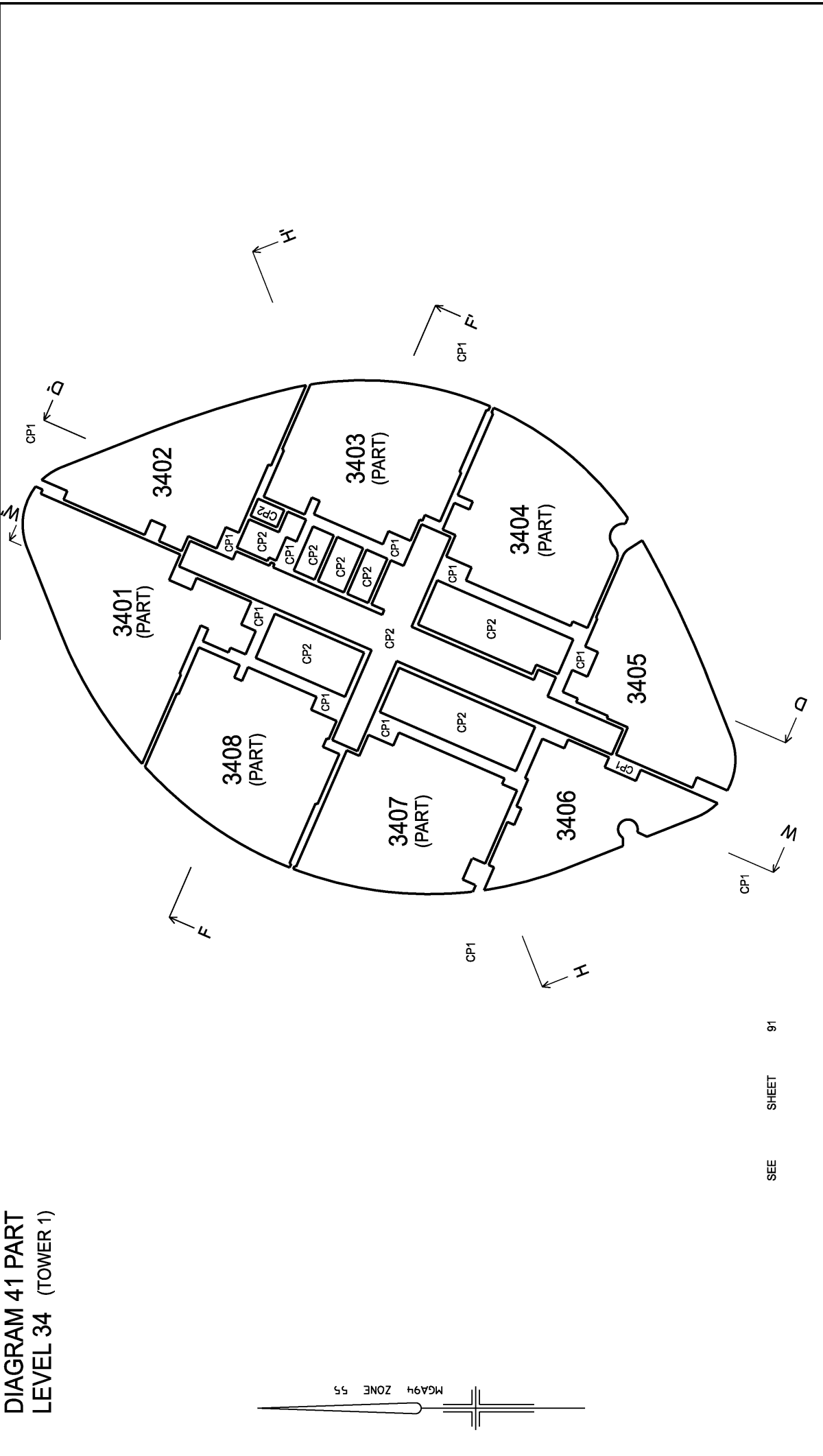
PLAN NUMBER
 PS 811190V

DIAGRAM 41
 LEVEL 34 (TOWER 1)
 LEVEL 32 (TOWER 2)

<p>REF: 9319</p>	<p>VERSION: 18</p>	<p>SCALE 1:400</p>	<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>
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<p>VERSION: 18</p>	<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>SCALE 1:400</p>	<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>
<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>LENGTHS ARE IN METRES</p>	<p>SCALE 1:400</p>	<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>
<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>LENGTHS ARE IN METRES</p>	<p>SCALE 1:400</p>	<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>

PLAN OF SUBDIVISION
 PS 811190V

ENLARGEMENT
 DIAGRAM 41 PART
 LEVEL 34 (TOWER 1)



<p>SEE SHEET 91</p>	<p>SCALE 1:200</p>	<p>LENGTHS ARE IN METRES 0 2 4 6 8 10</p>	<p>REF: 9319 VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 92</p>	
<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>		<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>		<p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>	

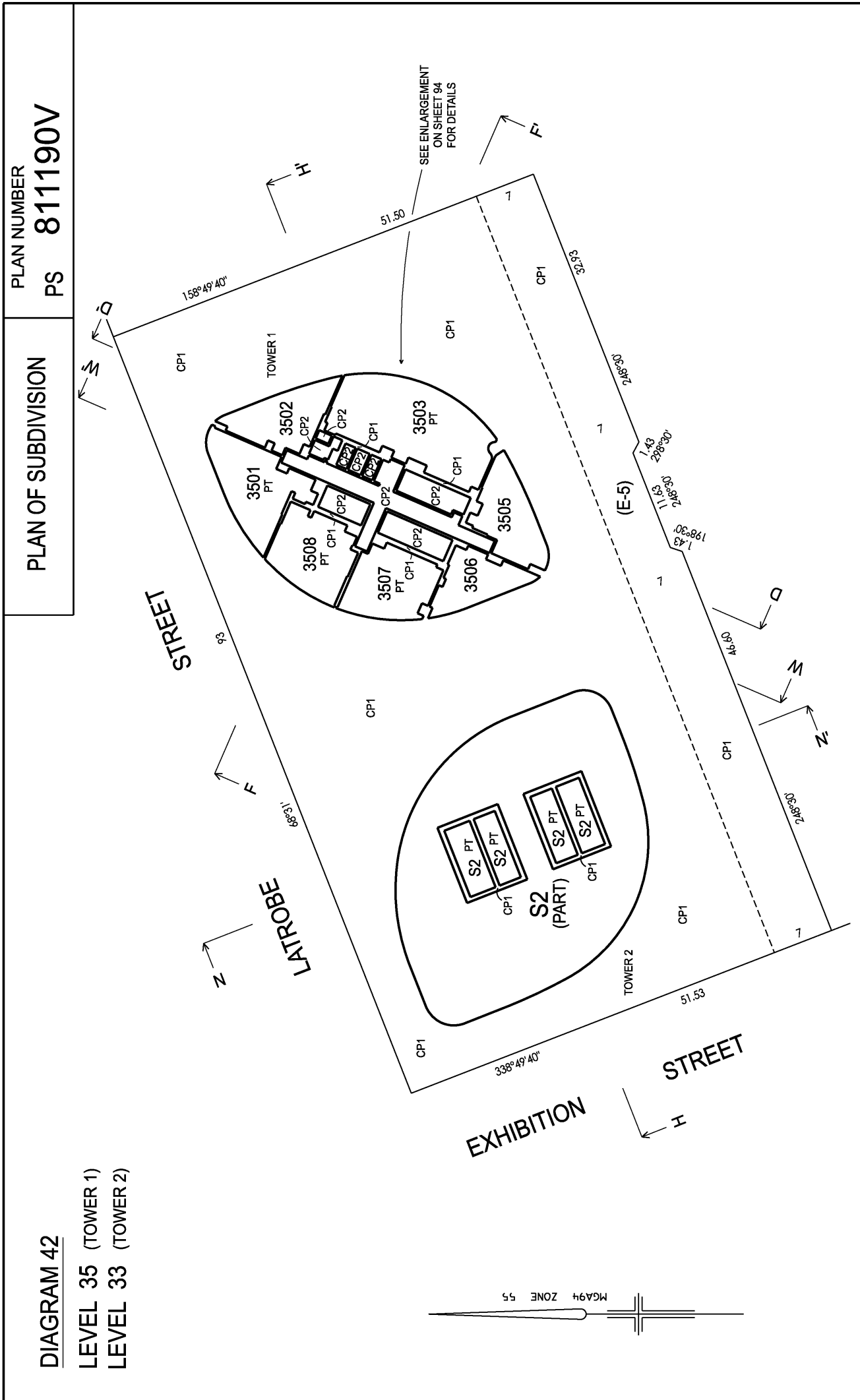

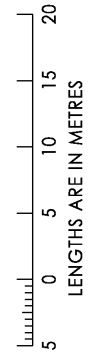


DIAGRAM 42

LEVEL 35 (TOWER 1)
LEVEL 33 (TOWER 2)

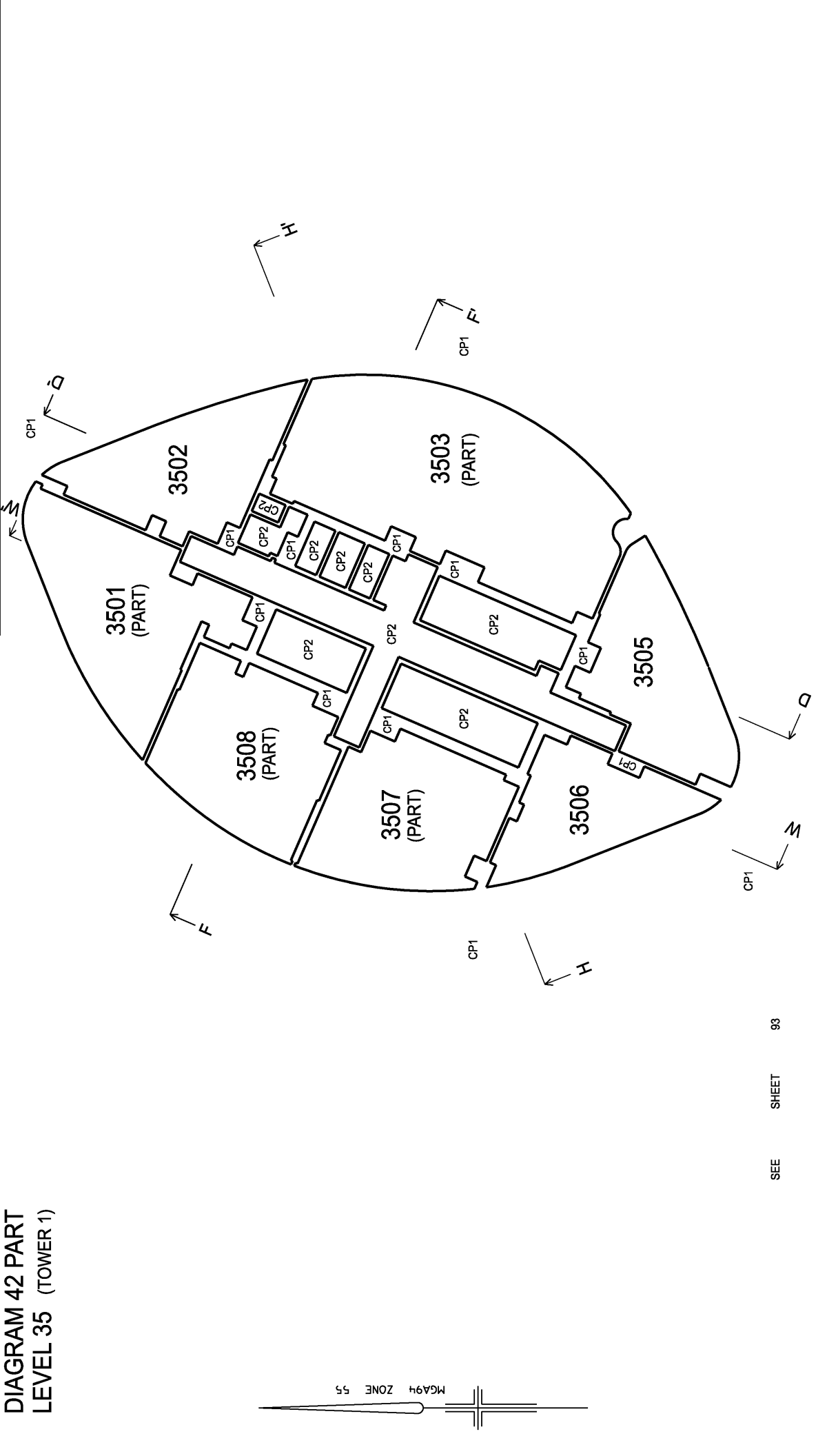
PLAN OF SUBDIVISION

PLAN NUMBER
PS 811190V

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:400</p>	 <p>LENGTHS ARE IN METRES</p>	<p>REF: 9319 VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 93</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
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PLAN OF SUBDIVISION
PS 811190V

PLAN NUMBER
PS 811190V



ENLARGEMENT
DIAGRAM 42 PART
LEVEL 35 (TOWER 1)

SEE SHEET 93

<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:200</p>	<p>REF: 9319 Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>VERSION: 18 Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 19/09/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 94</p>
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PLAN OF SUBDIVISION
PS 811190V

PLAN NUMBER
PS 811190V

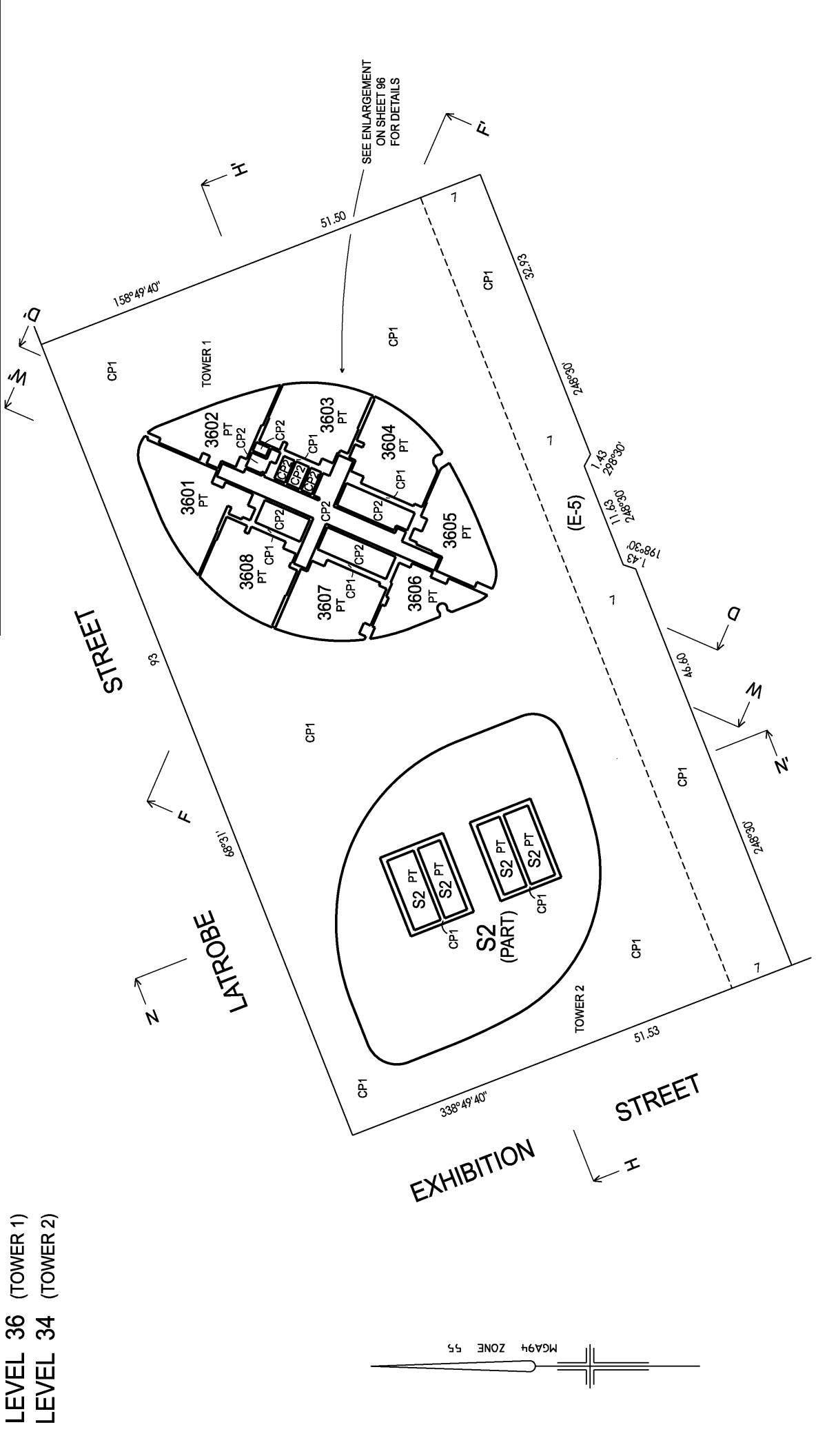

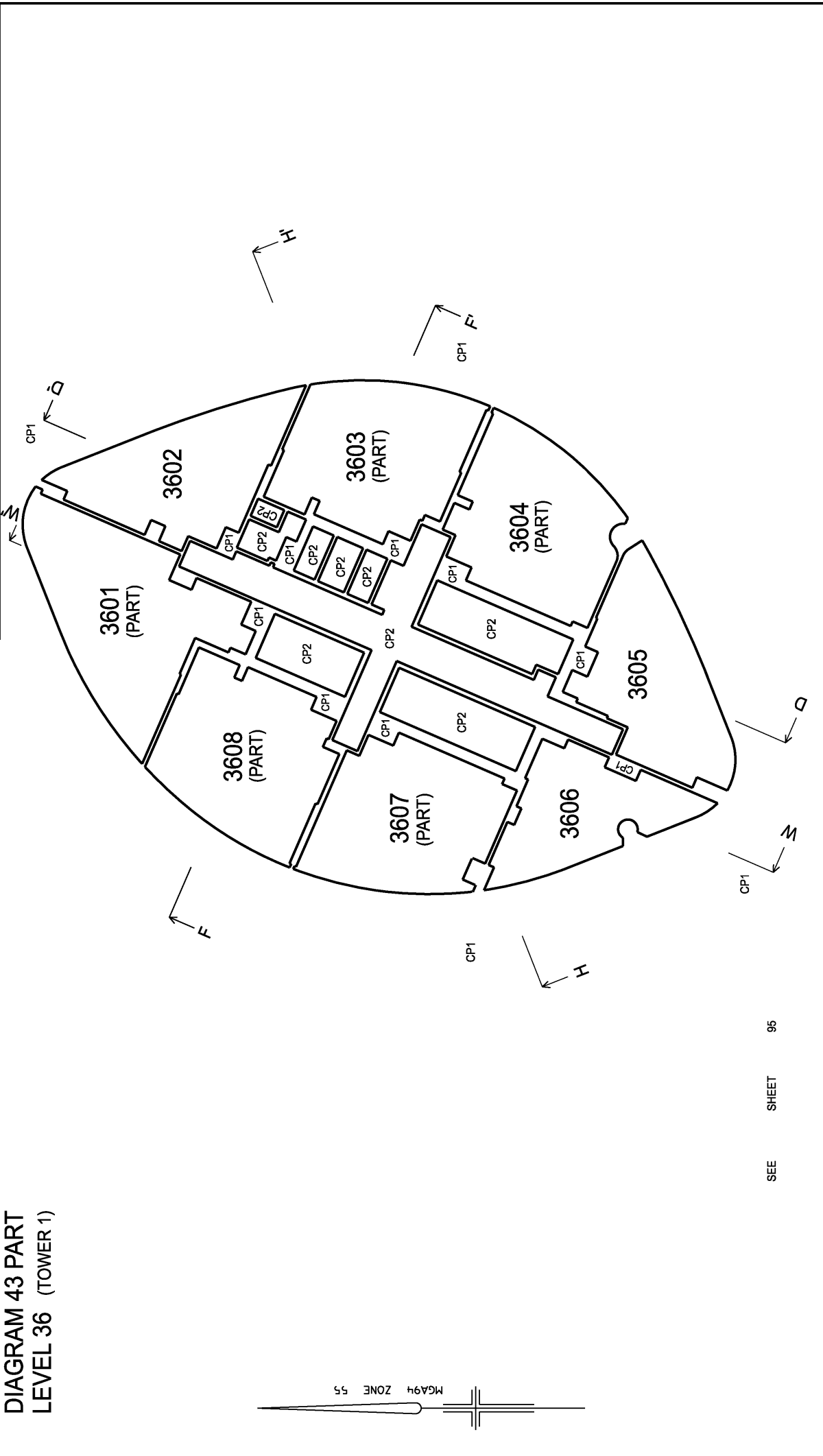


DIAGRAM 43
LEVEL 36 (TOWER 1)
LEVEL 34 (TOWER 2)

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	SCALE 1:400	<p>5 0 5 10 15 20 LENGTHS ARE IN METRES</p>	<p>REF: 9319</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 95</p>

PLAN OF SUBDIVISION
 PS 811190V

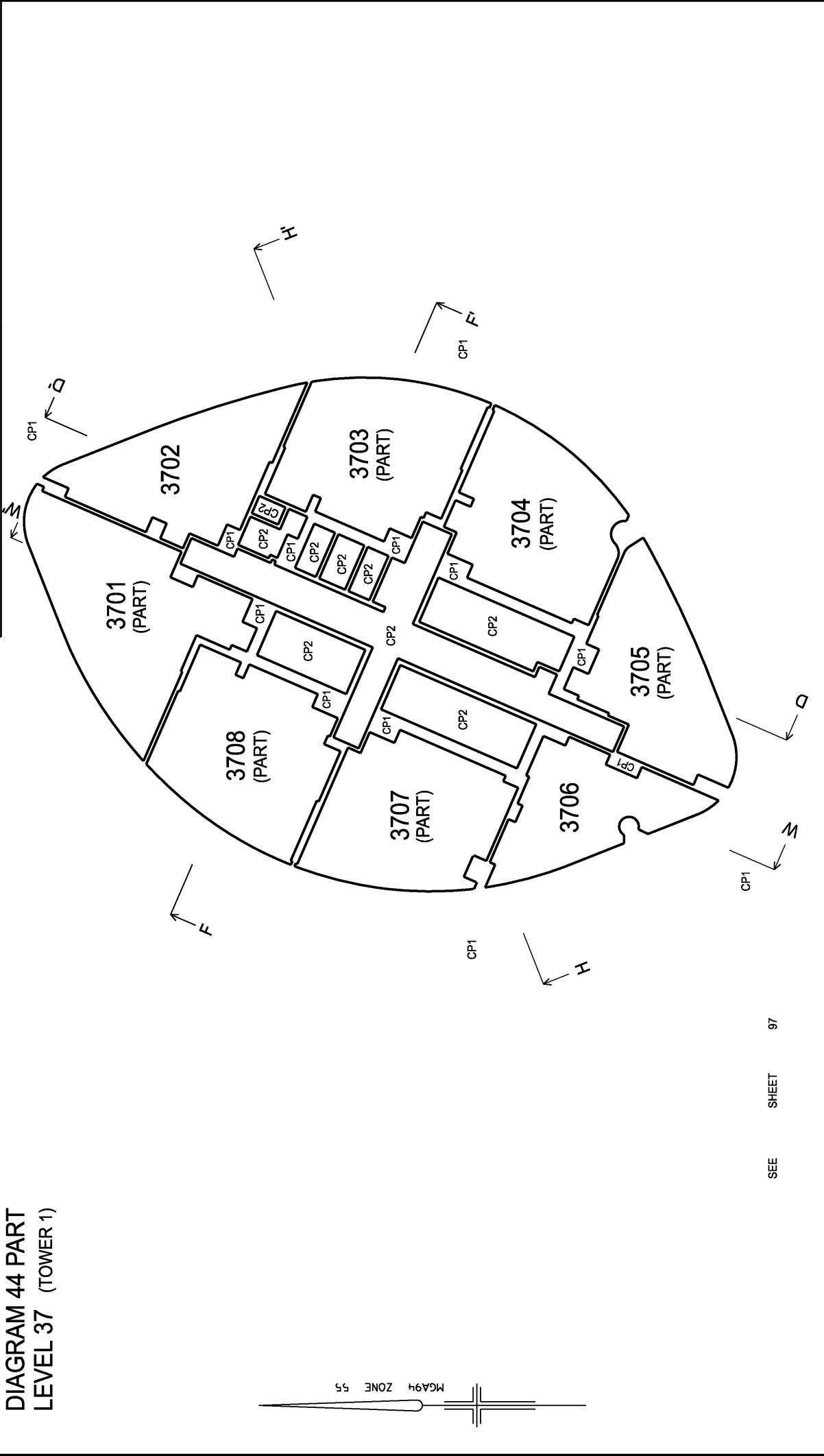
ENLARGEMENT
 DIAGRAM 43 PART
 LEVEL 36 (TOWER 1)



<p>SEE SHEET 95</p>	<p>SCALE 1:200</p>	<p>LENGTHS ARE IN METRES 0 2 4 6 8 10</p>	<p>REF: 9319 Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 96</p>
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PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V



<p>ENLARGEMENT DIAGRAM 44 PART LEVEL 37 (TOWER 1)</p>	<p>SEE SHEET 97</p>	<p>SCALE 1:200</p>	<p>REF: 9319 VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 98</p>
<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>		<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>		<p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>

PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

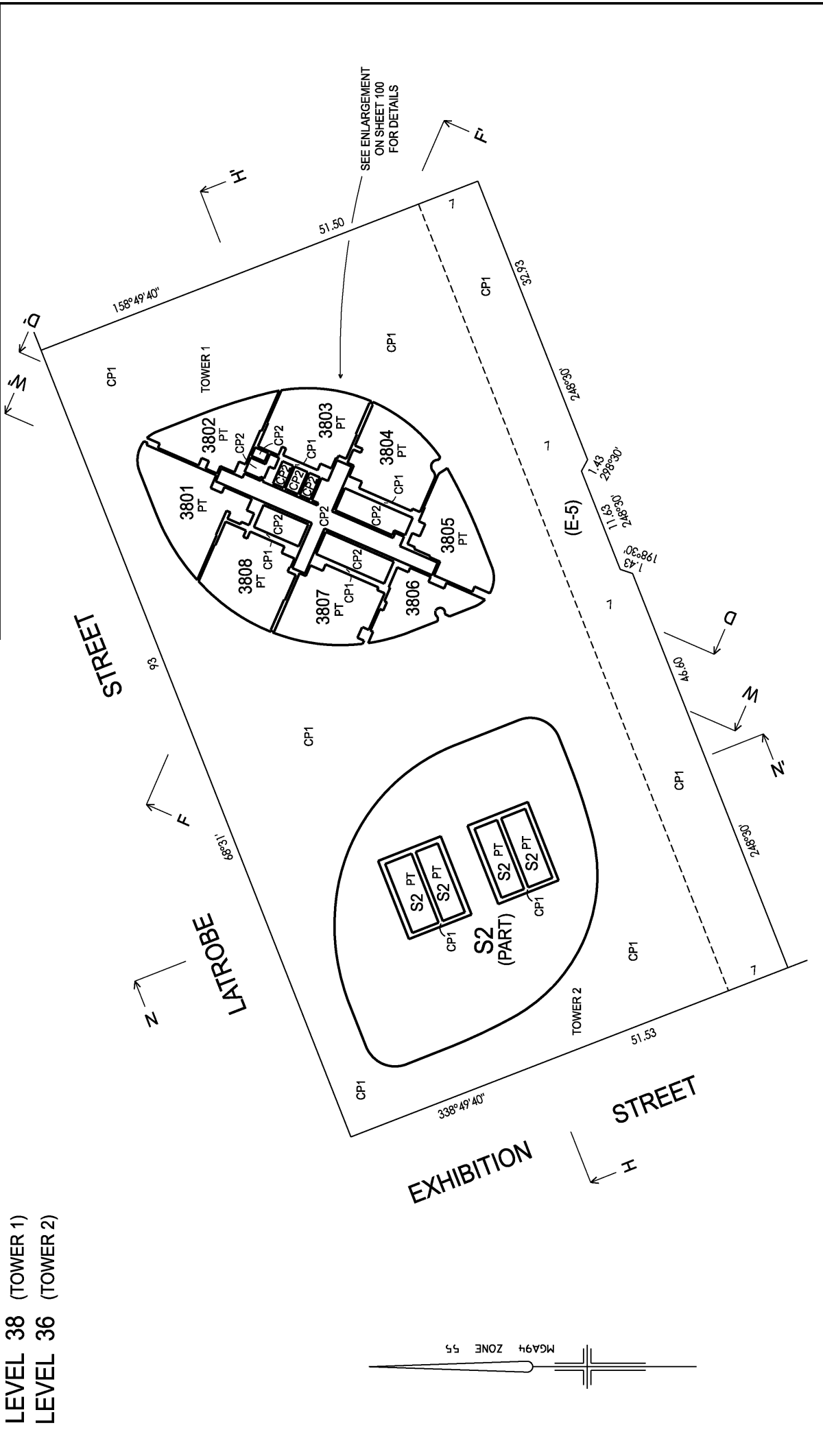


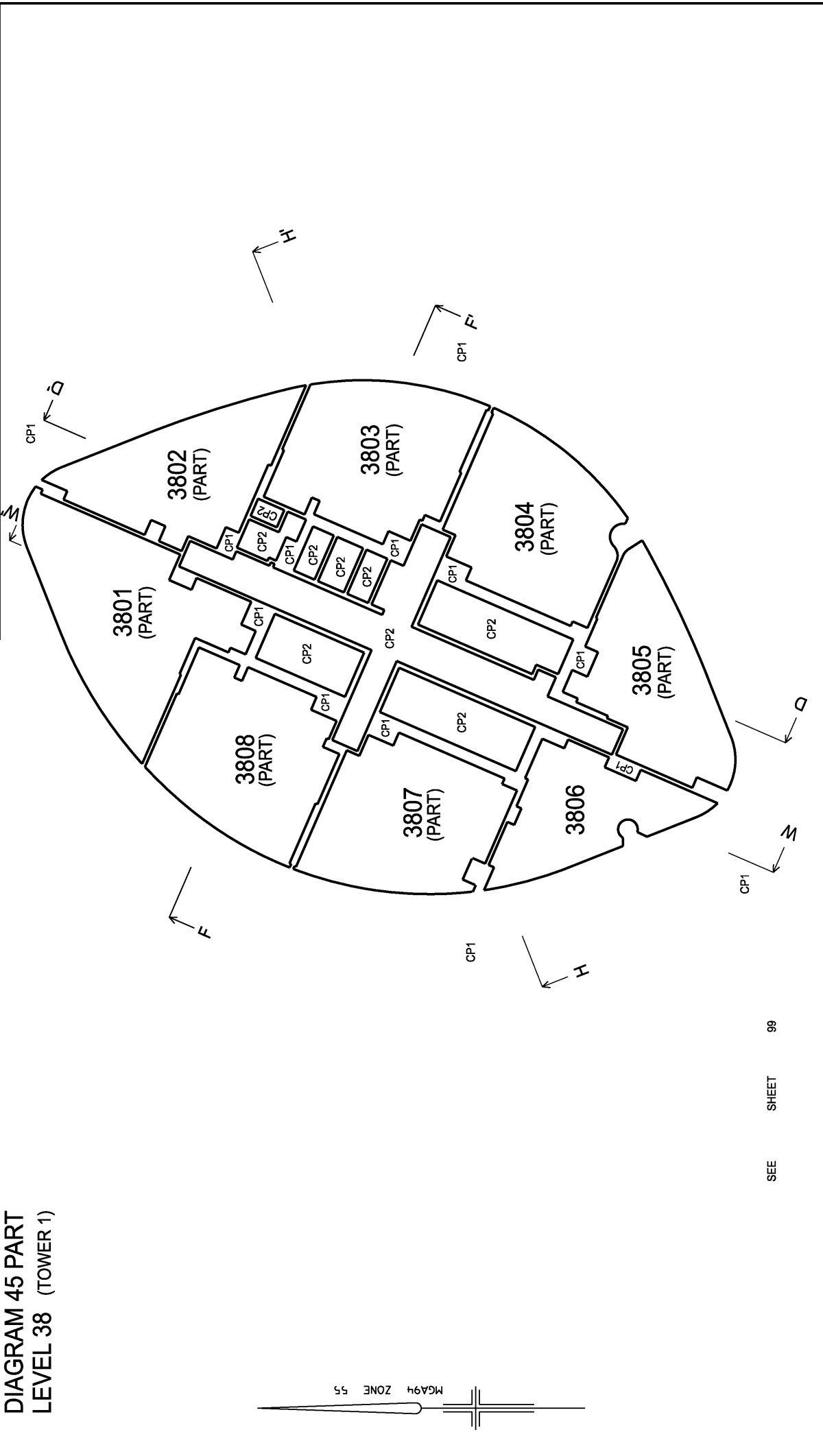


DIAGRAM 45
 LEVEL 38 (TOWER 1)
 LEVEL 36 (TOWER 2)

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>	<p>SCALE 1:400</p>	<p>LENGTHS ARE IN METRES</p> 	<p>REF: 9319</p>	<p>VERSION: 18</p>	<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 99</p>
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PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V



ENLARGEMENT
 DIAGRAM 45 PART
 LEVEL 38 (TOWER 1)

SEE SHEET 99

SCALE
 1:200

LENGTHS ARE IN METRES

REF: 9319
 VERSION: 18

ORIGINAL SHEET SIZE A3
 SHEET 100

Digitally signed by: Simon Patrick Cox, Licensed Surveyor,
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 Surveyor's Plan Version (18),
 23/08/2022, SPEAR Ref: S150011C

Digitally signed by: Simon Patrick Cox, Licensed Surveyor,
 Surveyor's Plan Version (18),
 23/08/2022, SPEAR Ref: S150011C

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 23/08/2022, SPEAR Ref: S150011C

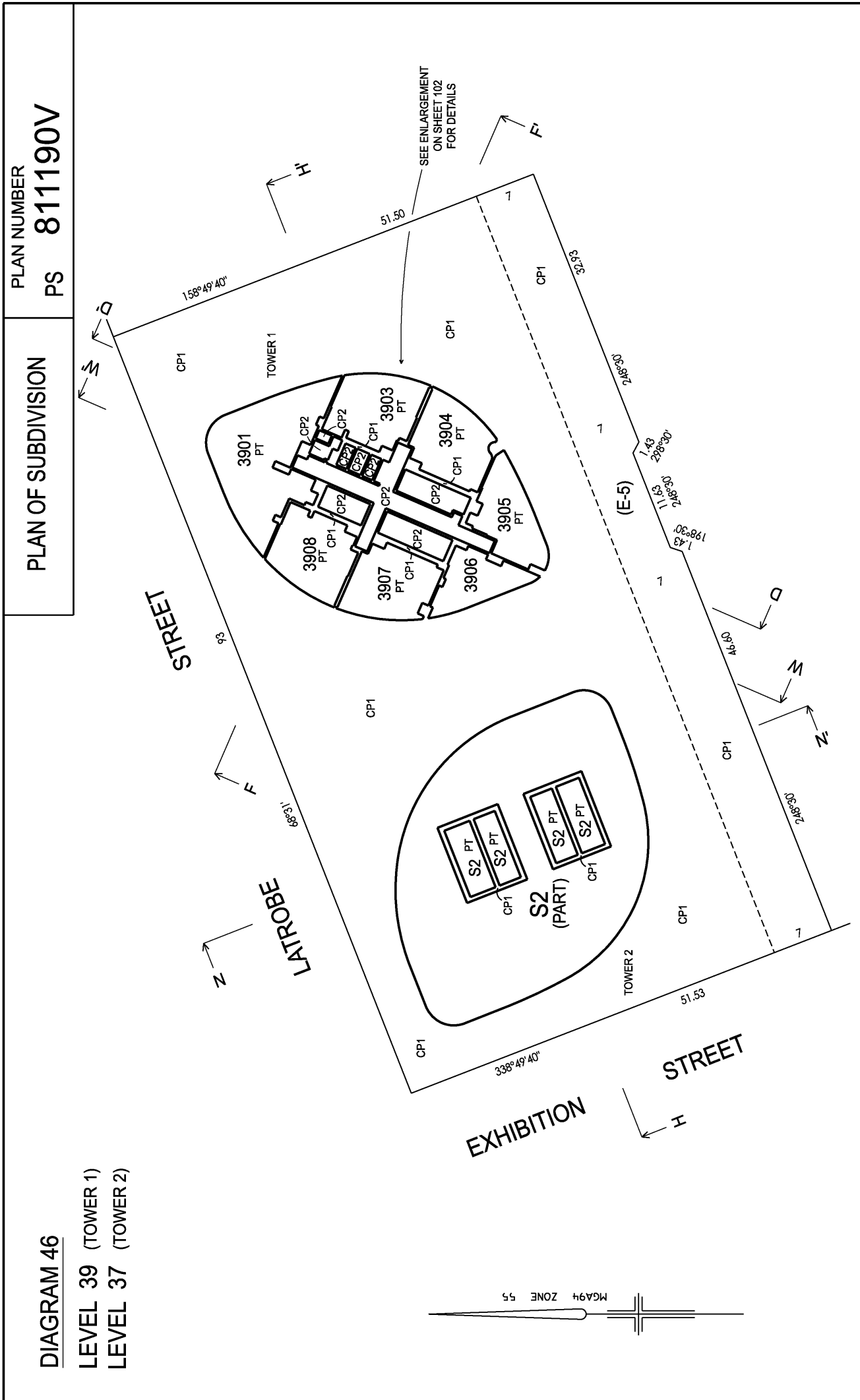
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 Surveyor's Plan Version (18),
 23/08/2022, SPEAR Ref: S150011C

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 Surveyor's Plan Version (18),
 23/08/2022, SPEAR Ref: S150011C

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 23/08/2022, SPEAR Ref: S150011C

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 23/08/2022, SPEAR Ref: S150011C

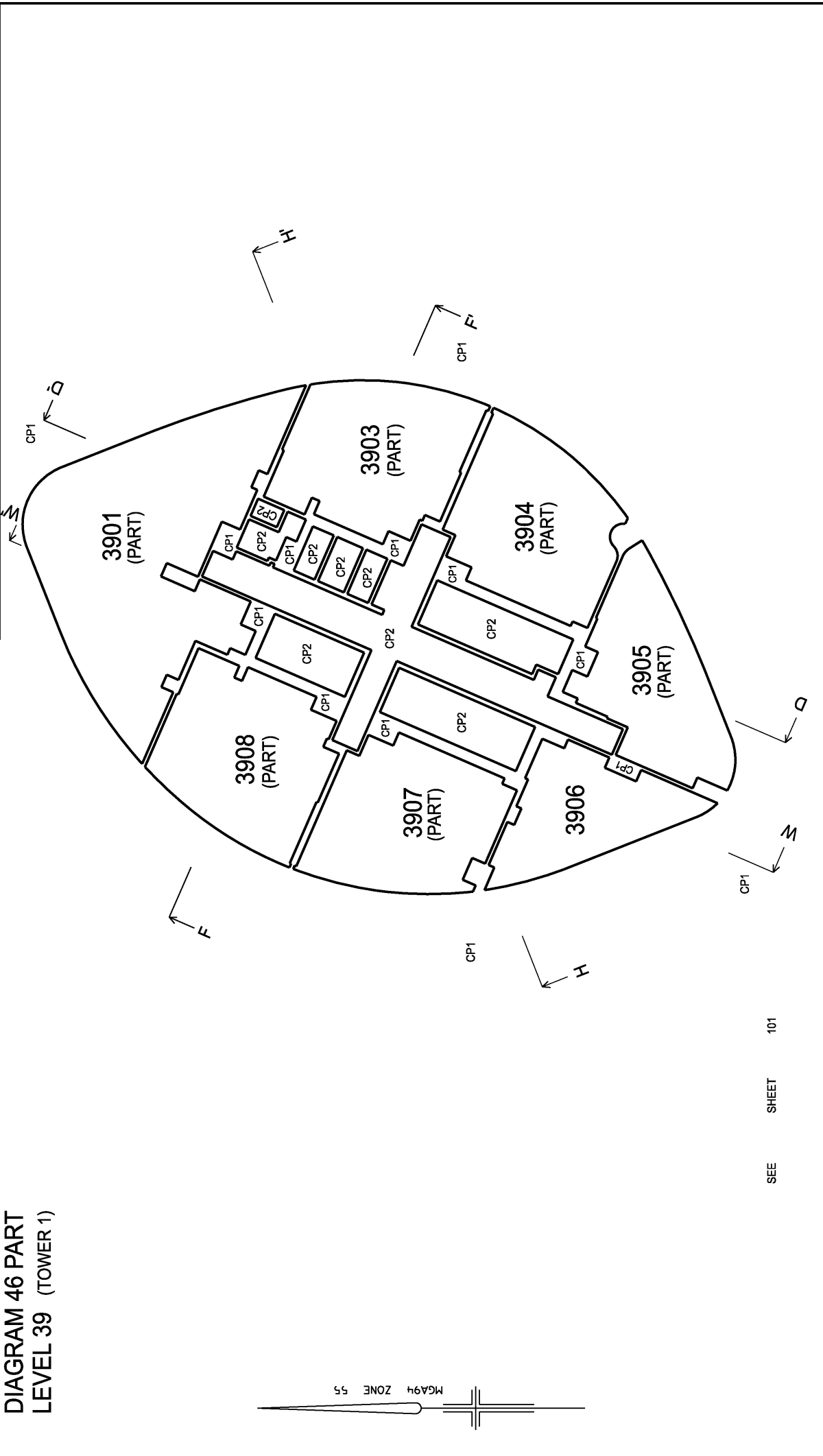
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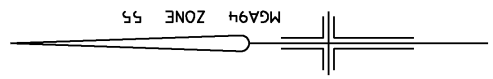
<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:400</p>	<p>REF: 9319</p>	<p>VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 101</p>
	<p>DIAGRAM 46 LEVEL 39 (TOWER 1) LEVEL 37 (TOWER 2)</p>	<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>	

PLAN OF SUBDIVISION
 PS 811190V


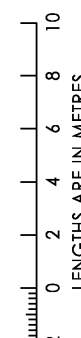
PLAN NUMBER
 PS 811190V

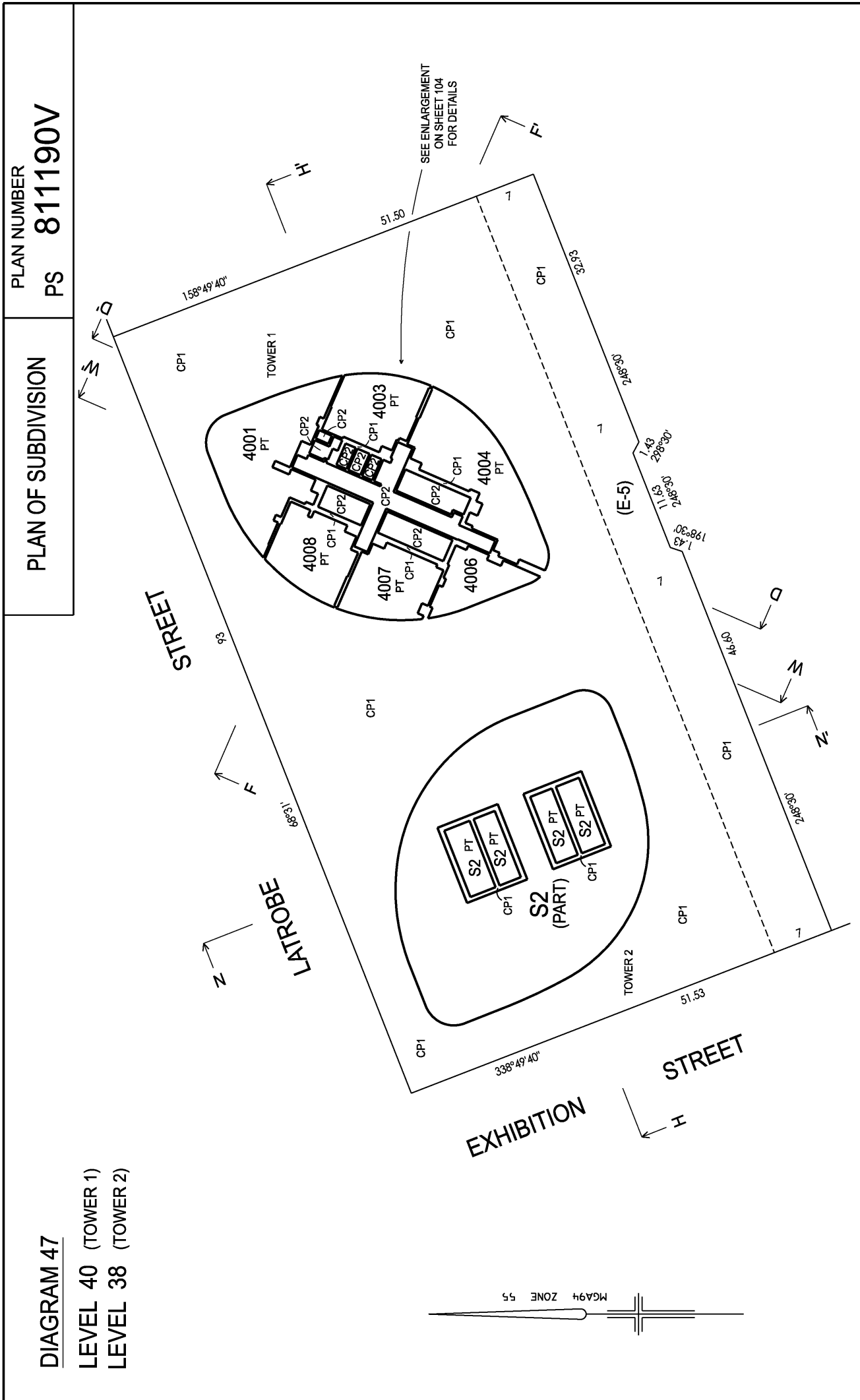


ENLARGEMENT
 DIAGRAM 46 PART
 LEVEL 39 (TOWER 1)



SEE SHEET 101

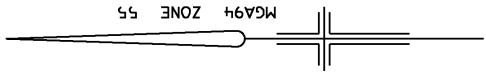
 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:200</p>	 <p>LENGTHS ARE IN METRES</p>	<p>REF: 9319</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>VERSION: 18</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 102</p>
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
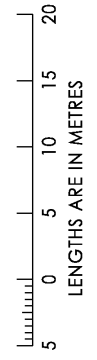


PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

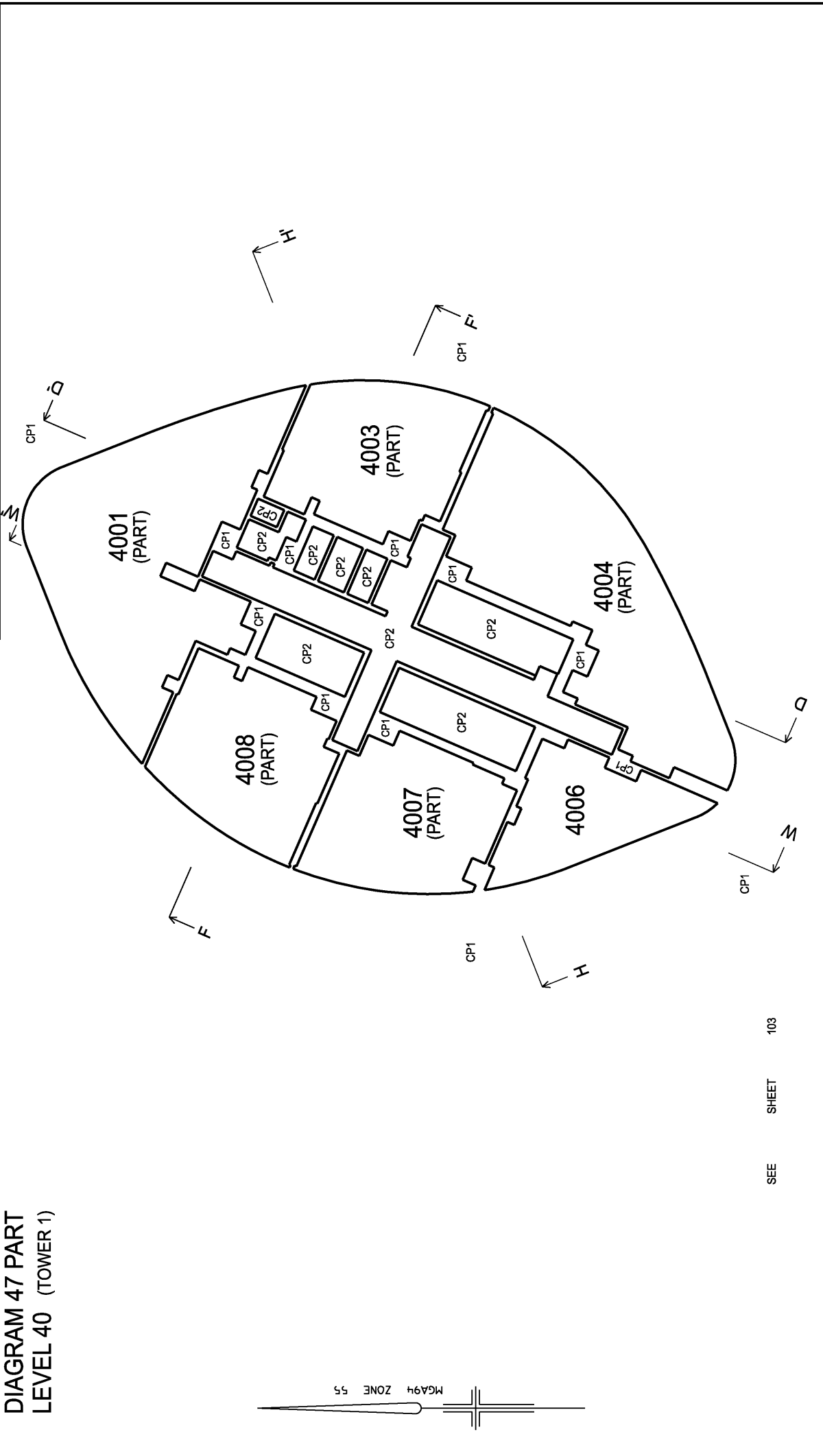
DIAGRAM 47
 LEVEL 40 (TOWER 1)
 LEVEL 38 (TOWER 2)



 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:400</p>	 <p>LENGTHS ARE IN METRES</p>	<p>REF: 9319 VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 103</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
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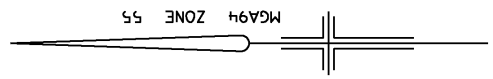
PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V


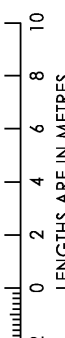


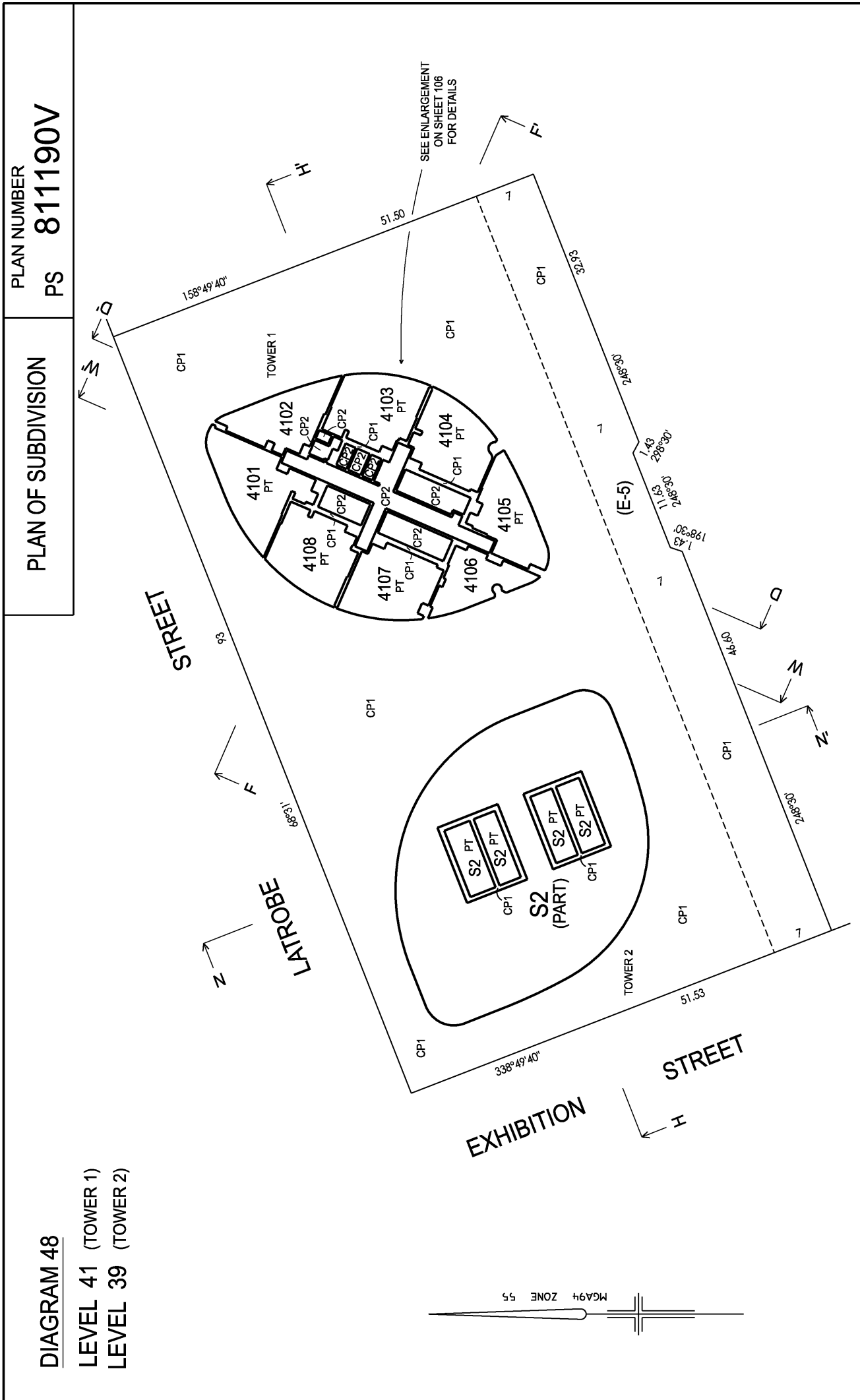
ENLARGEMENT

**DIAGRAM 47 PART
 LEVEL 40 (TOWER 1)**



SEE SHEET 103

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
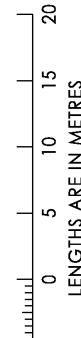


PLAN NUMBER
PS 811190V

PLAN OF SUBDIVISION

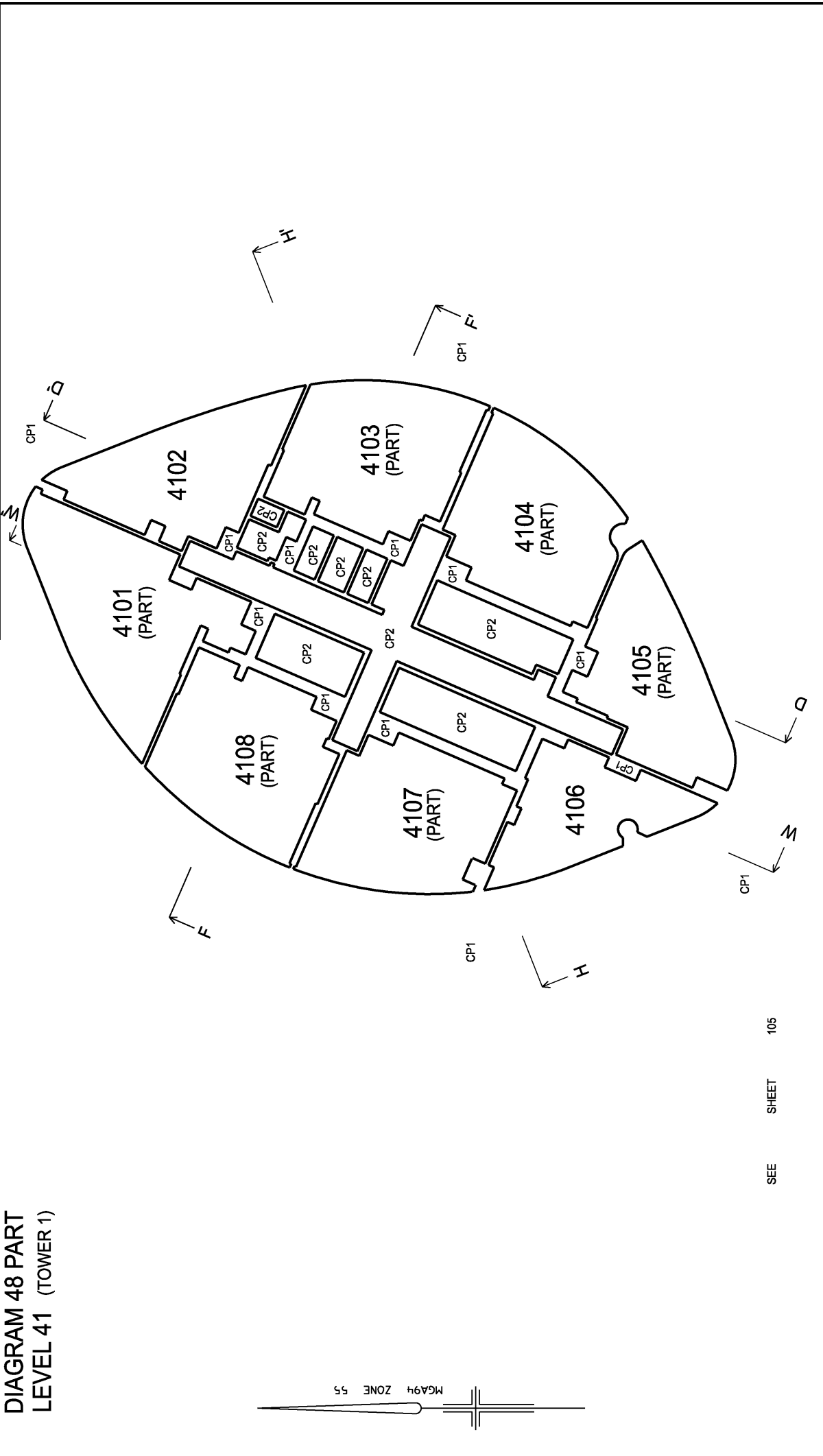
DIAGRAM 48

LEVEL 41 (TOWER 1)
LEVEL 39 (TOWER 2)

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:400</p>	 <p>LENGTHS ARE IN METRES</p>	<p>REF: 9319 VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 105</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
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PLAN OF SUBDIVISION
 PS 811190V

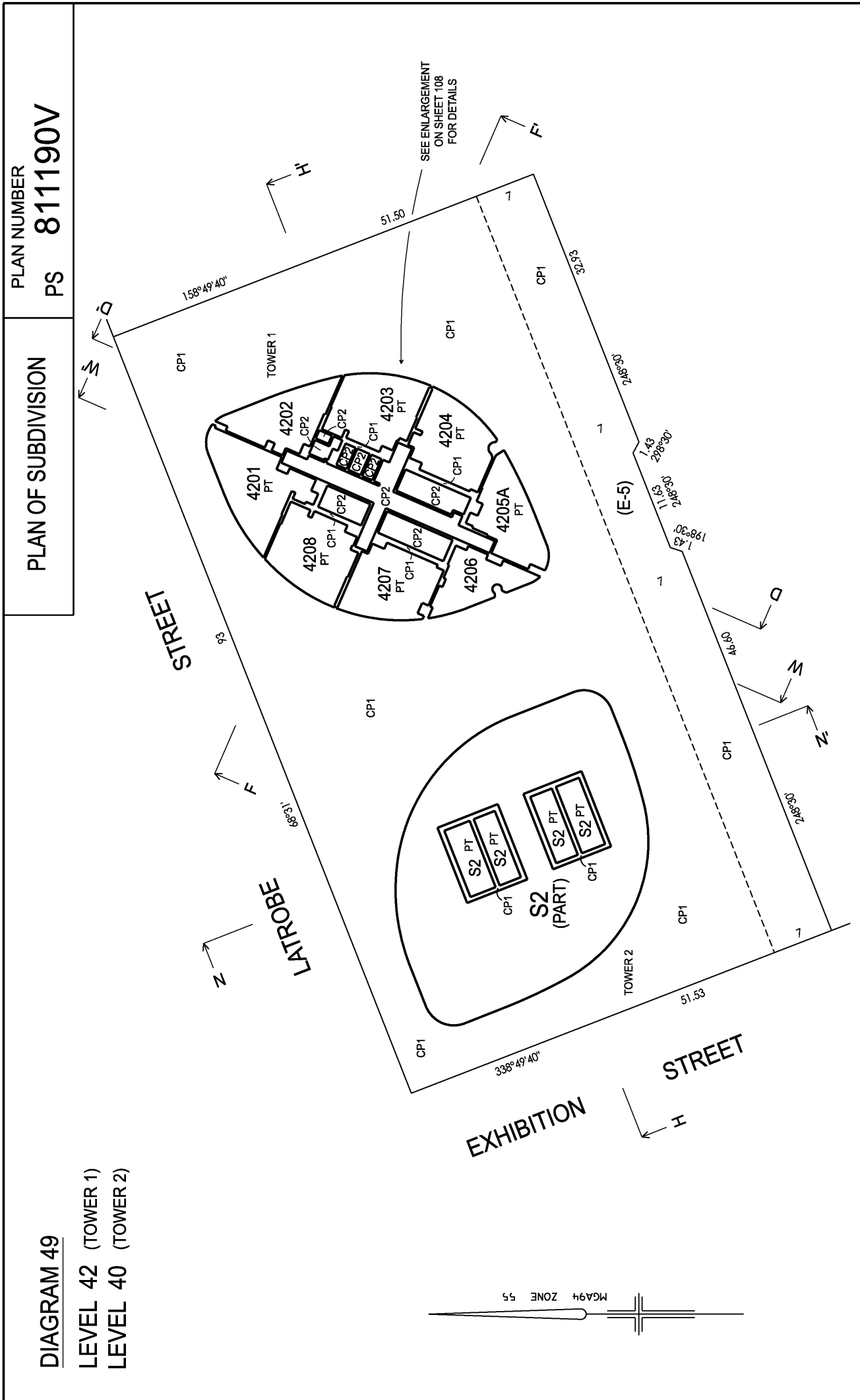
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 PS 811190V




ENLARGEMENT
 DIAGRAM 48 PART
 LEVEL 41 (TOWER 1)

SEE SHEET 105

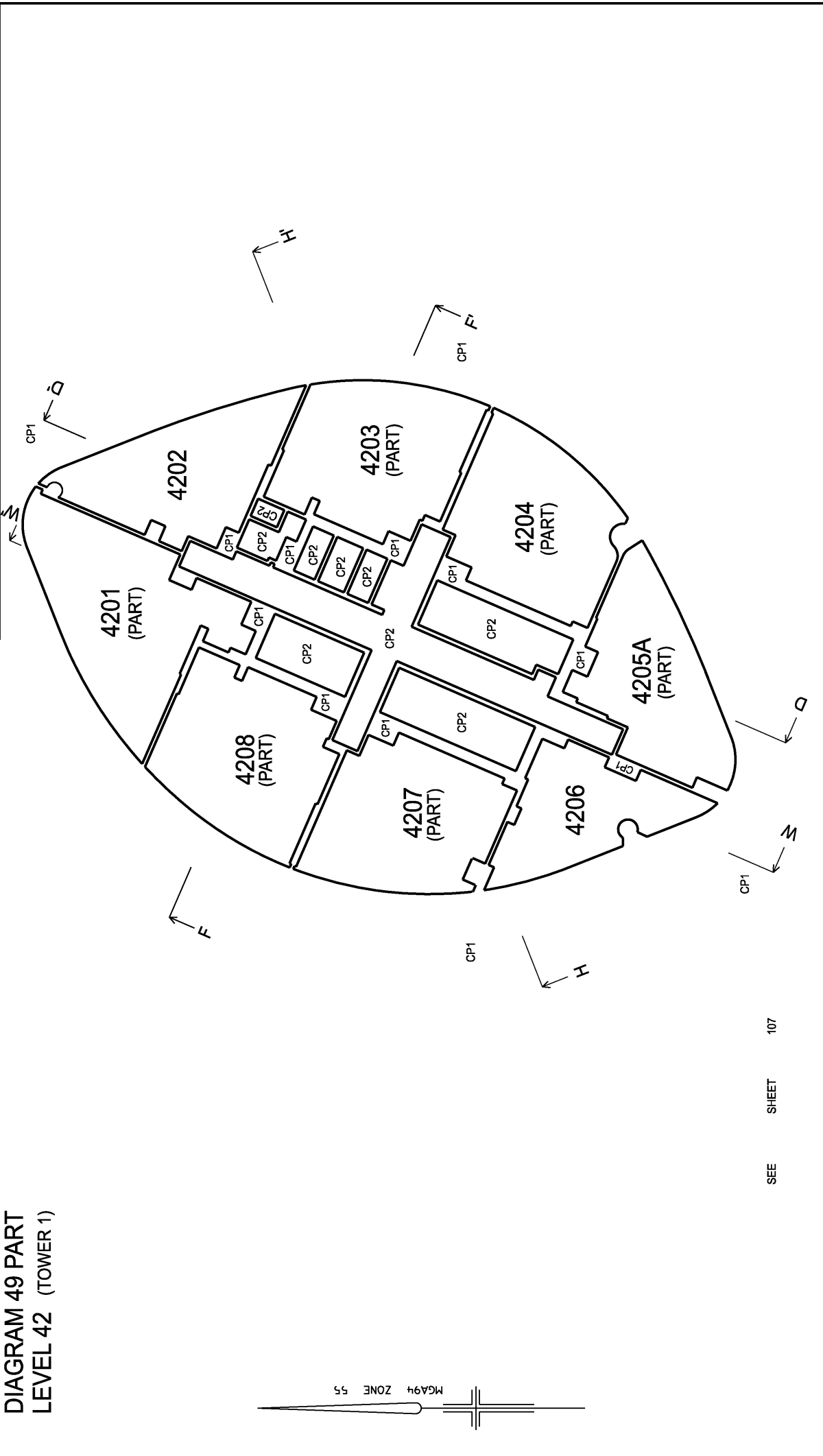
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<p>SCALE</p> <p>1:200</p>	<p>LENGTHS ARE IN METRES</p>	<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>



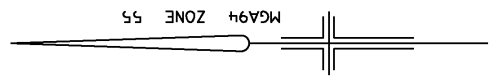
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	LICENSED SURVEYOR: SIMON COX					

PLAN OF SUBDIVISION
 PS 811190V


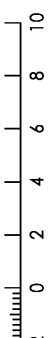
PLAN NUMBER
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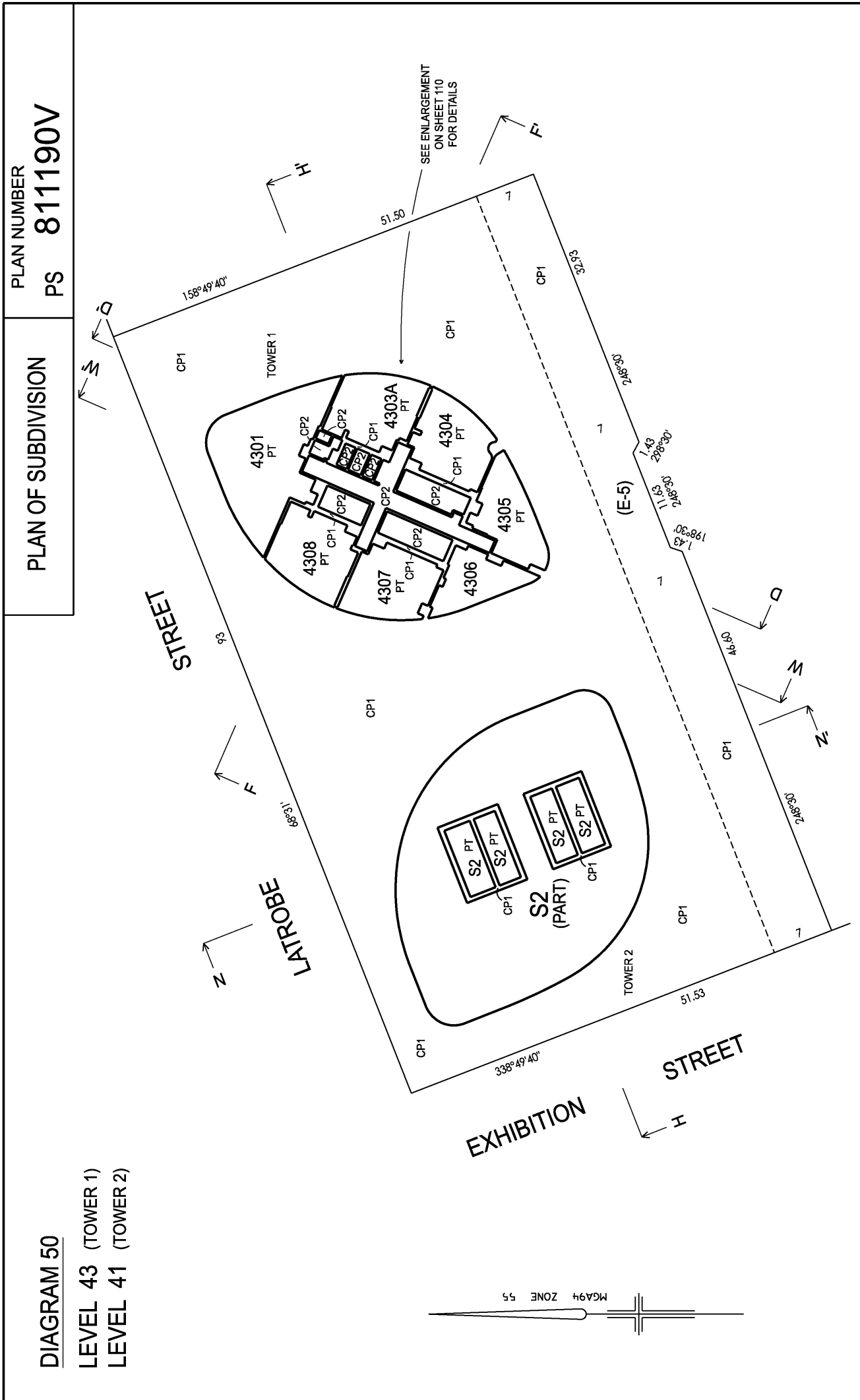


ENLARGEMENT
 DIAGRAM 49 PART
 LEVEL 42 (TOWER 1)




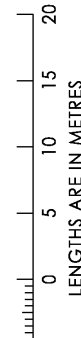
SEE SHEET 107

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:200</p>	<p>LENGTHS ARE IN METRES</p> 	<p>REF: 9319 LICENSED SURVEYOR: SIMON COX</p>	<p>VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 108</p>
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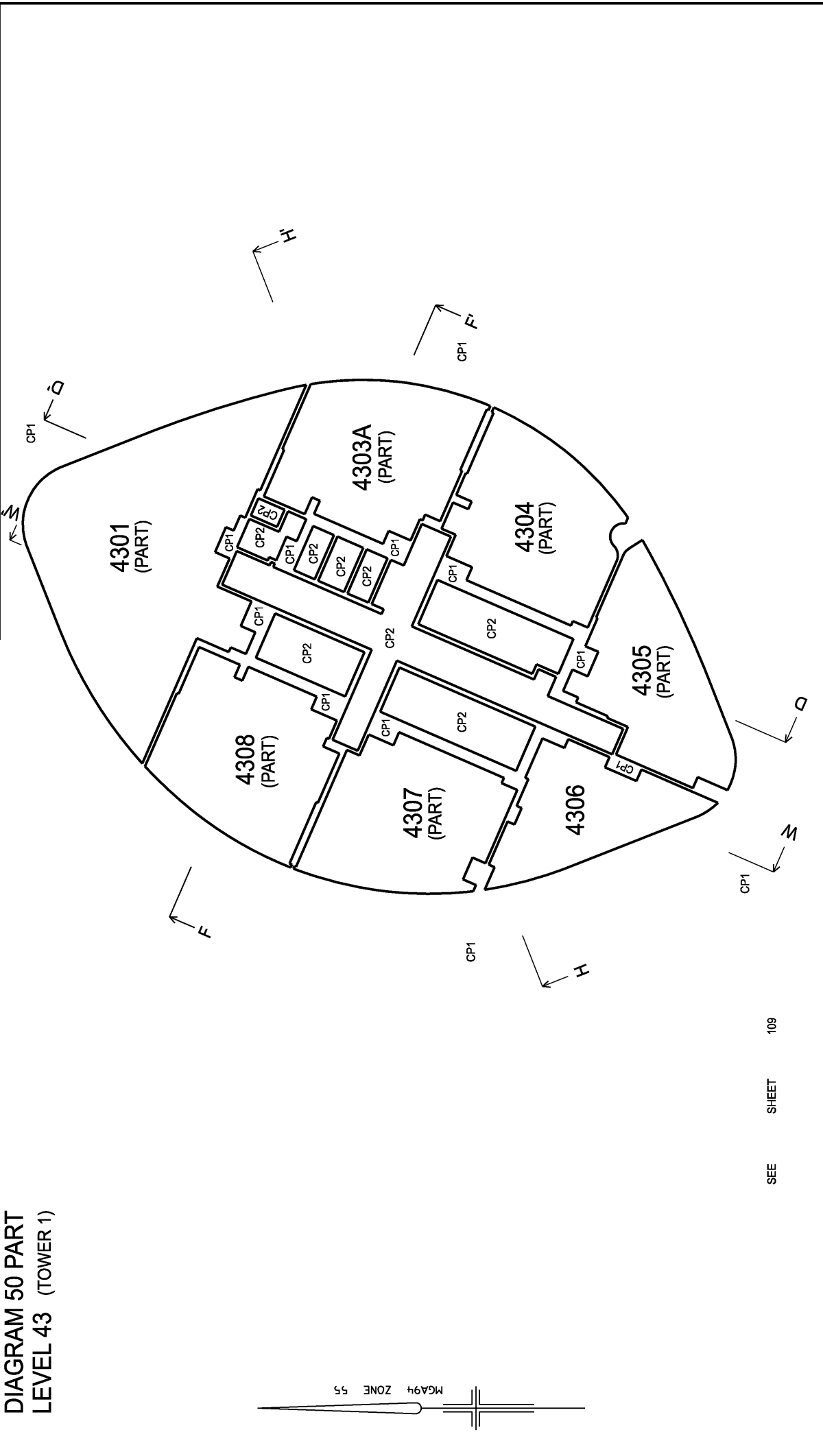
PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V


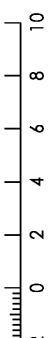
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	<p>DIAGRAM 50</p>	<p>LEVEL 43 (TOWER 1)</p>	<p>LEVEL 41 (TOWER 2)</p>	<p>PLAN OF SUBDIVISION</p>	<p>PS 811190V</p>	<p>PLAN NUMBER</p>	<p>PS 811190V</p>

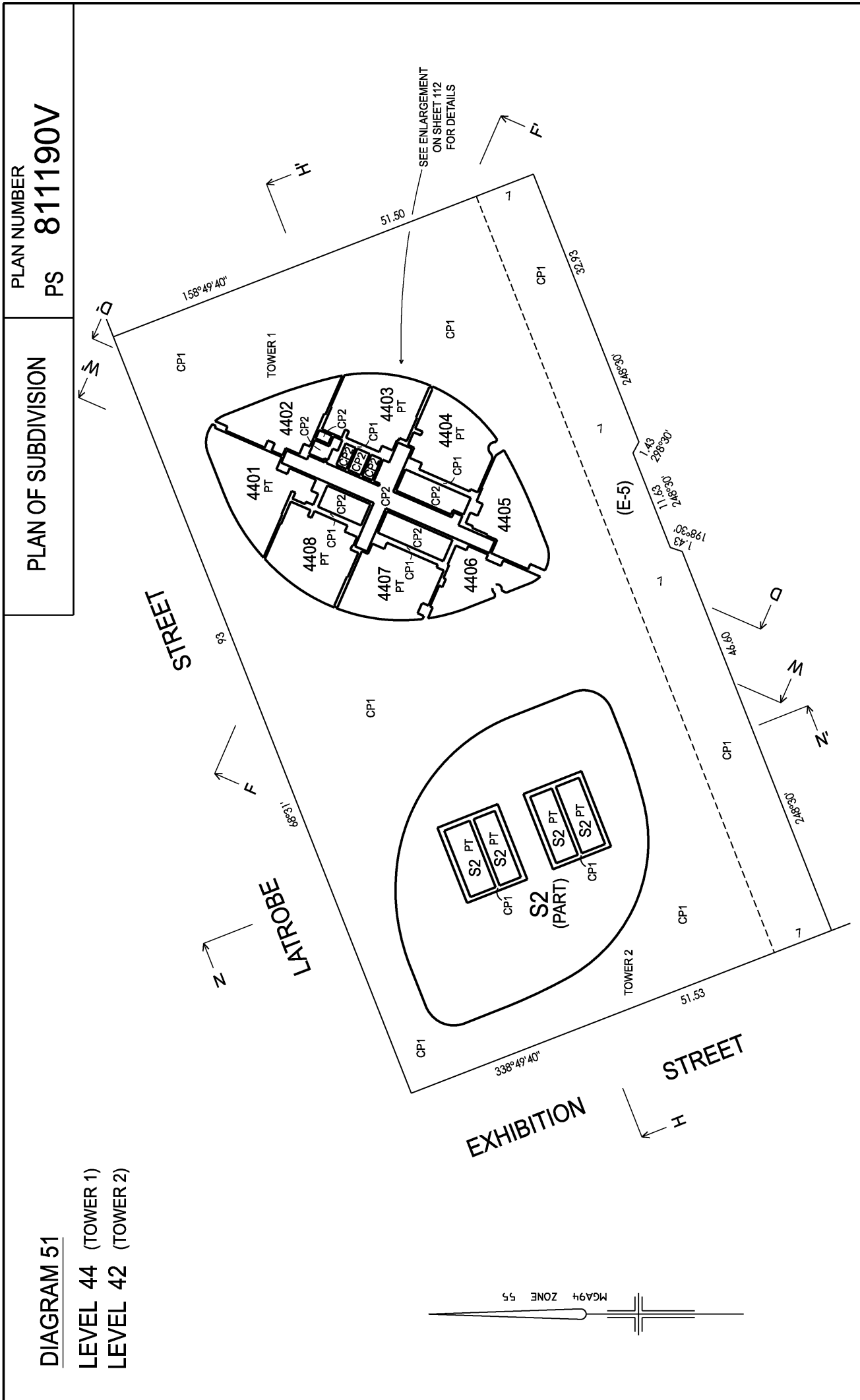
PLAN OF SUBDIVISION
 PS 811190V

ENLARGEMENT
 DIAGRAM 50 PART
 LEVEL 43 (TOWER 1)



SEE SHEET 109



 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:200</p>	<p>LENGTHS ARE IN METRES</p> 	<p>REF: 9319 LICENSED SURVEYOR: SIMON COX</p>	<p>VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 110</p>
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PLAN NUMBER
PS 811190V

PLAN OF SUBDIVISION

DIAGRAM 51
LEVEL 44 (TOWER 1)
LEVEL 42 (TOWER 2)

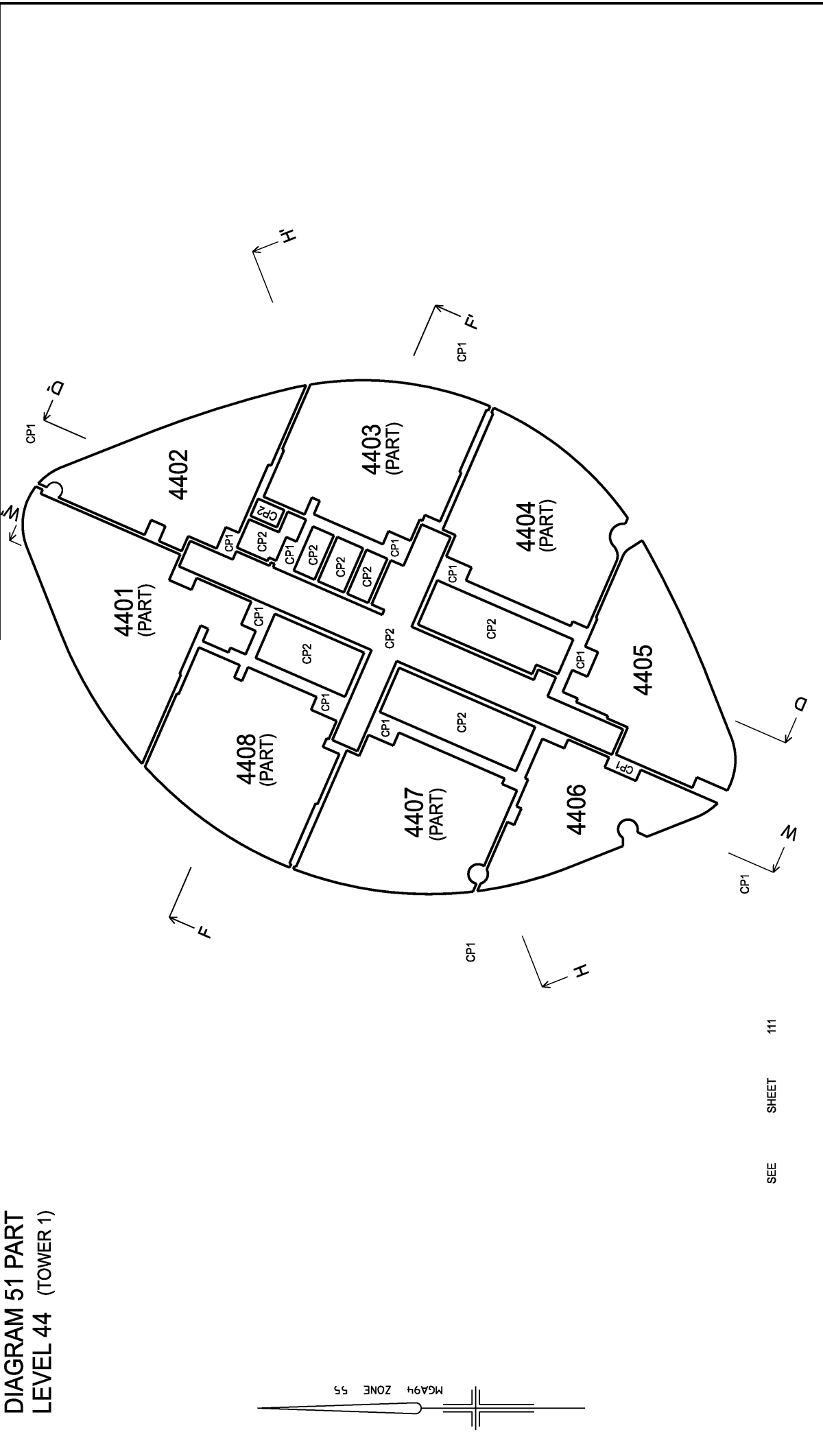
 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>
<p>SCALE 1:400</p>	<p>LENGTHS ARE IN METRES</p> 
<p>REF: 9319</p>	<p>VERSION: 18</p>
<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 111</p>

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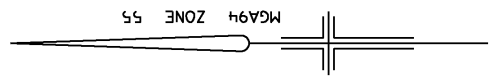
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Surveyor's Plan Version (18),
23/08/2022, SPEAR Ref: S150011C

PLAN OF SUBDIVISION
 PS 811190V


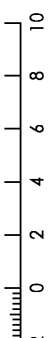
PLAN NUMBER
 PS 811190V



ENLARGEMENT
 DIAGRAM 51 PART
 LEVEL 44 (TOWER 1)



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			<p>SHEET 112</p>		

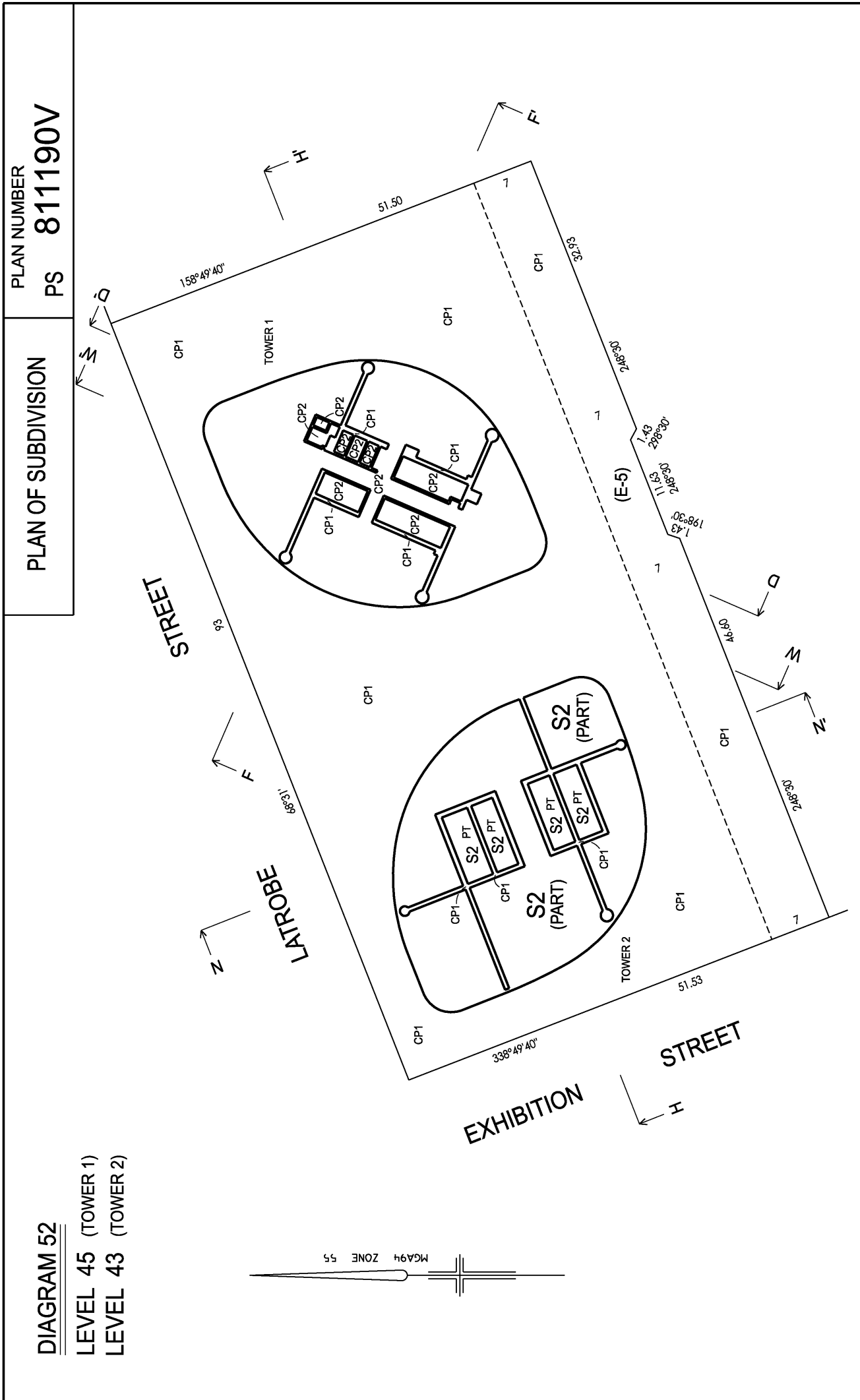




DIAGRAM 52

LEVEL 45 (TOWER 1)
LEVEL 43 (TOWER 2)

PLAN OF SUBDIVISION
PS 811190V

PLAN NUMBER
PS 811190V

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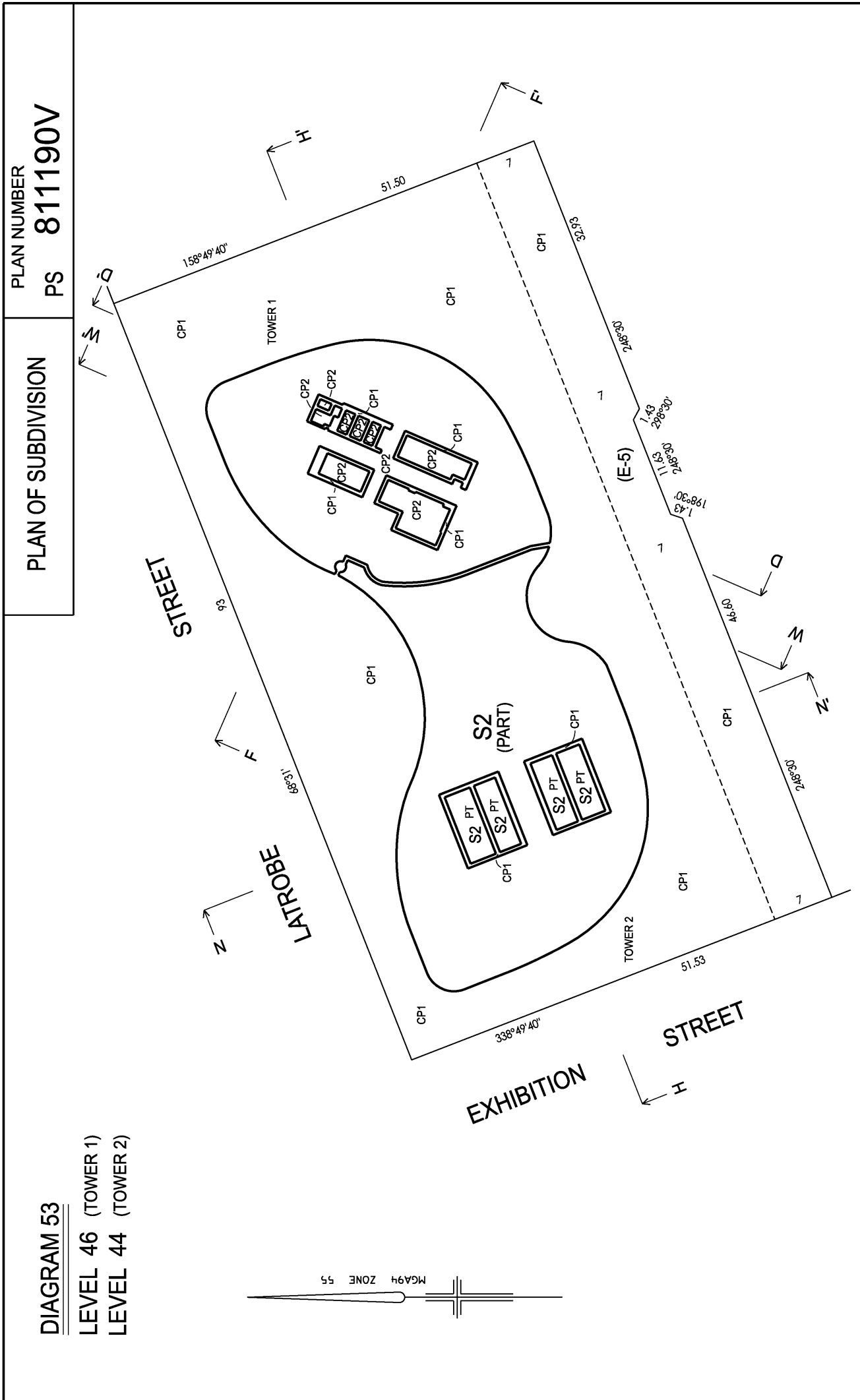
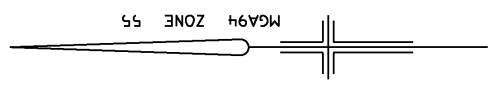




DIAGRAM 53

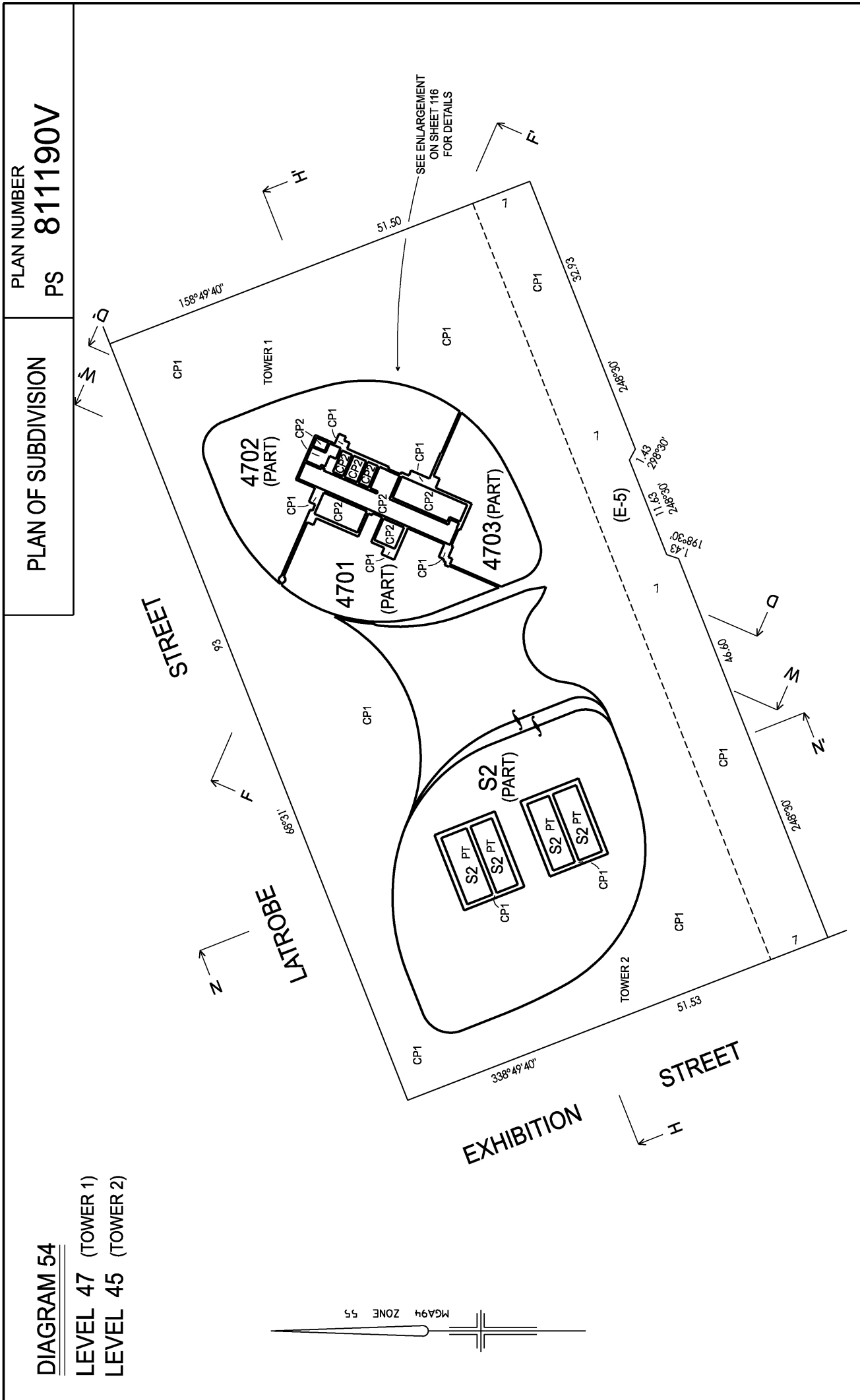
LEVEL 46 (TOWER 1)
 LEVEL 44 (TOWER 2)



PLAN OF SUBDIVISION

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PLAN OF SUBDIVISION

PLAN NUMBER
PS 811190V

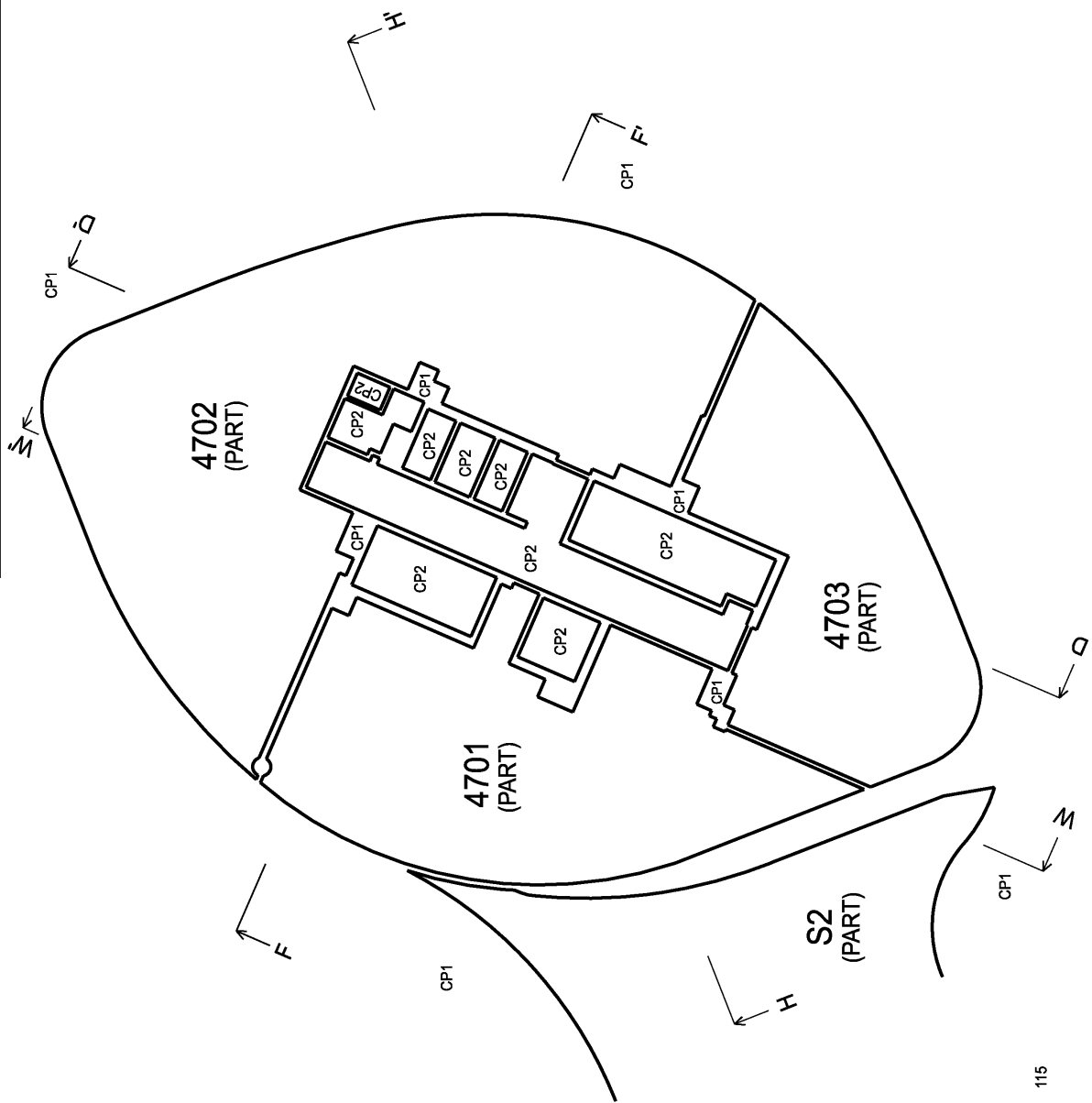
DIAGRAM 54
LEVEL 47 (TOWER 1)
LEVEL 45 (TOWER 2)

<p>REF: 9319</p>	<p>VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 115</p>
<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>			
<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>			
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PLAN NUMBER
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ENLARGEMENT
 DIAGRAM 54 (PART)
 LEVEL 47 (TOWER 1)



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VERSION: 18

ORIGINAL SHEET SIZE A3

SHEET 116

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PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

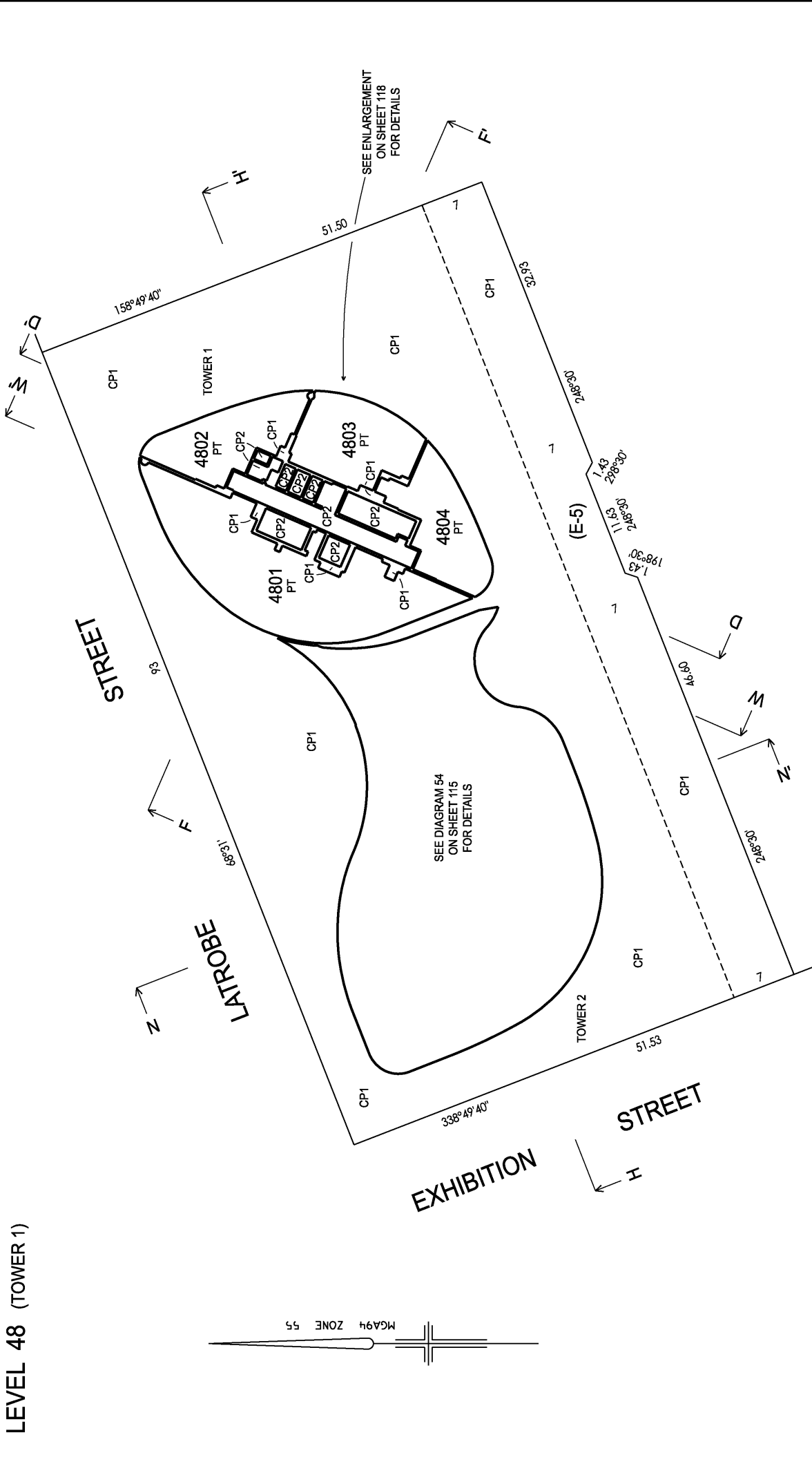

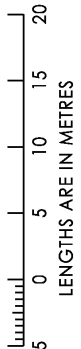


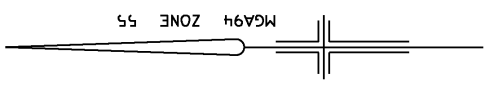
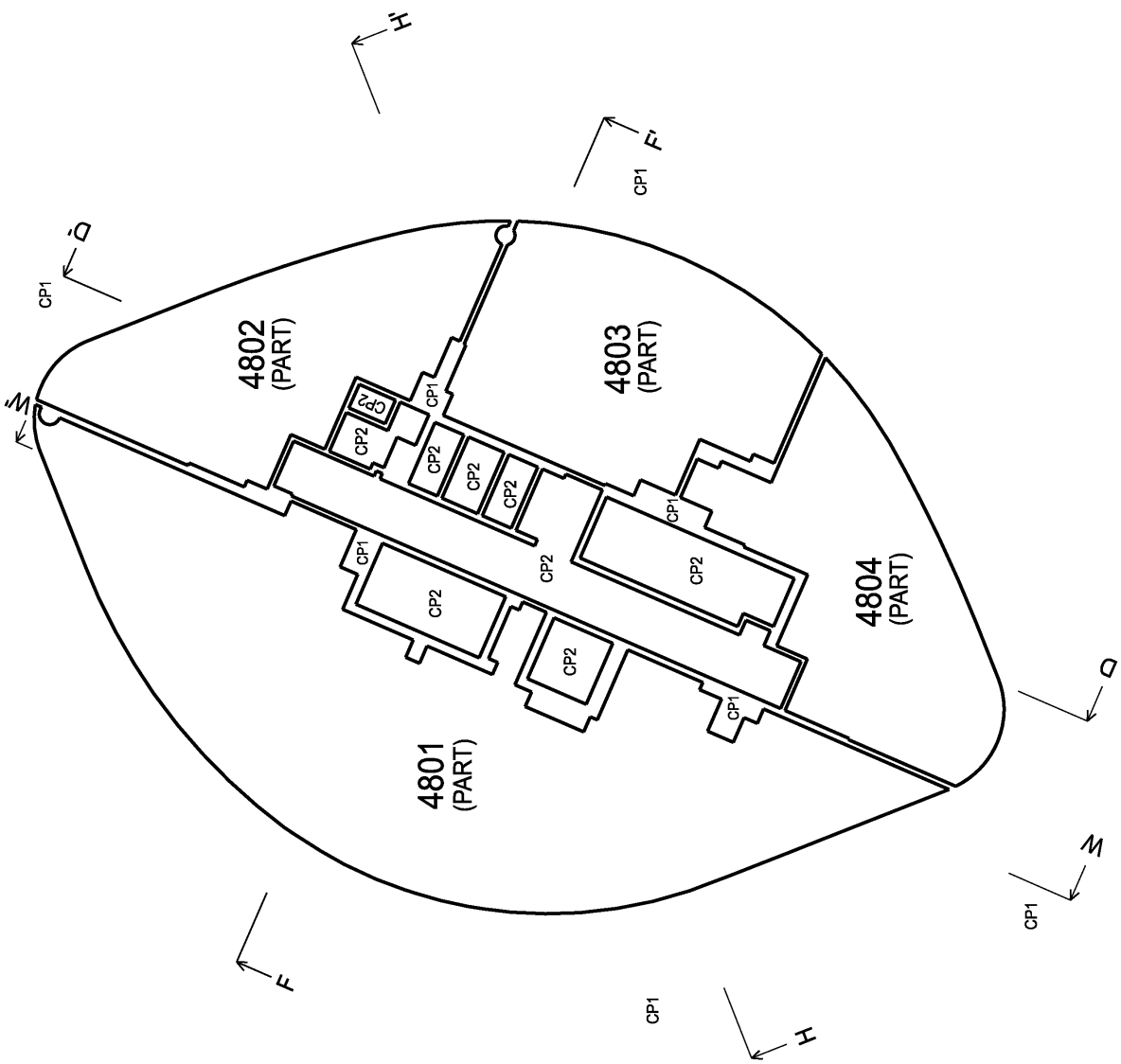
DIAGRAM 55
 LEVEL 48 (TOWER 1)

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	SCALE 1:400	 <p>LENGTHS ARE IN METRES</p>	REF: 9319	VERSION: 18	ORIGINAL SHEET SIZE A3	SHEET 117
	Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C			Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C		

PLAN OF SUBDIVISION
 PS 811190V

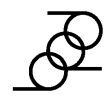
PLAN NUMBER
 PS 811190V

ENLARGEMENT
 DIAGRAM 55 (PART)
 LEVEL 48 (TOWER 1)

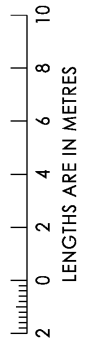


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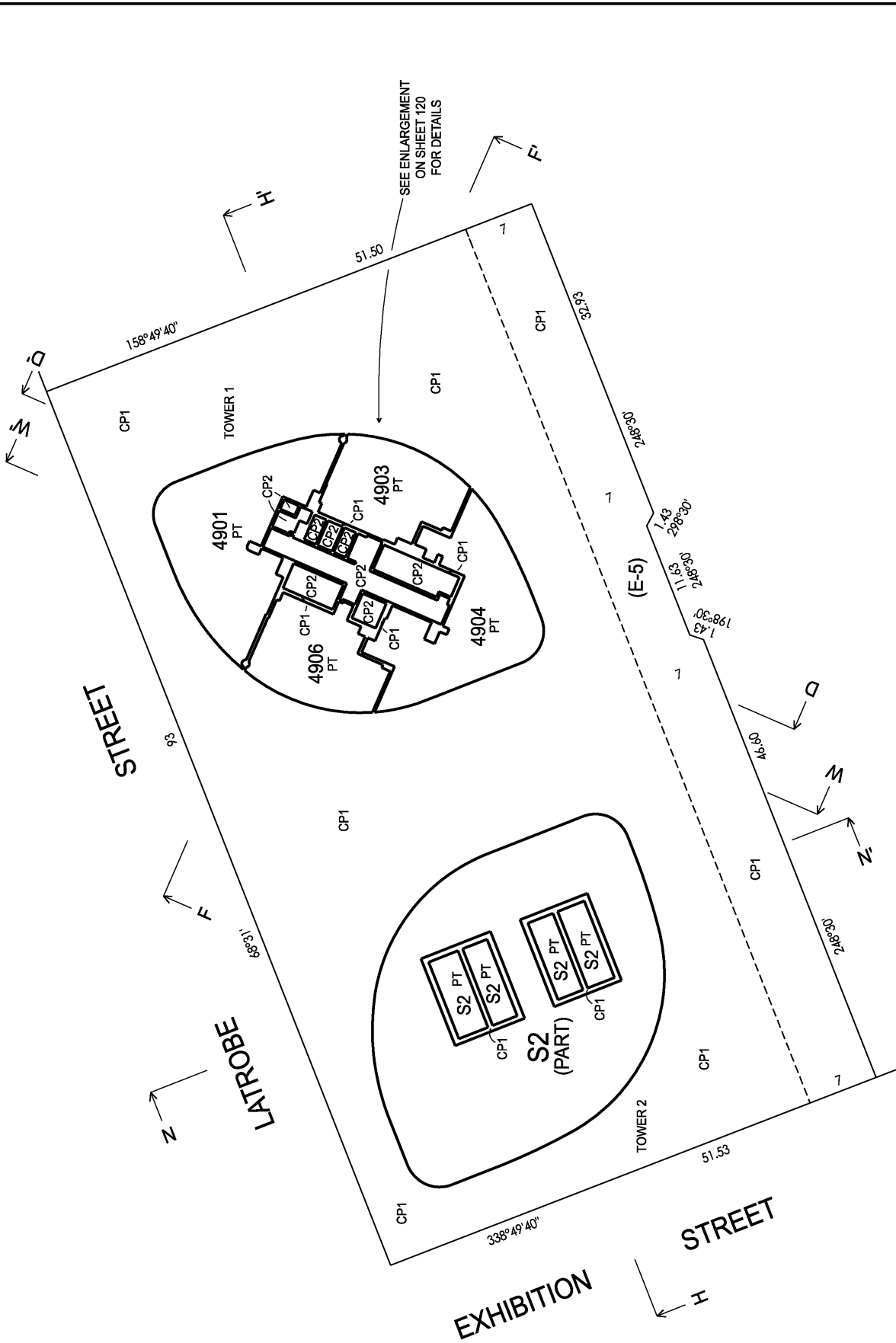
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
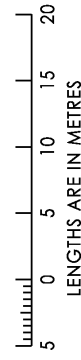
ORIGINAL SHEET SIZE A3
 SHEET 118

PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

DIAGRAM 56
 LEVEL 49 (TOWER 1)
 LEVEL 46 (TOWER 2)

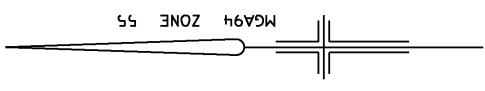
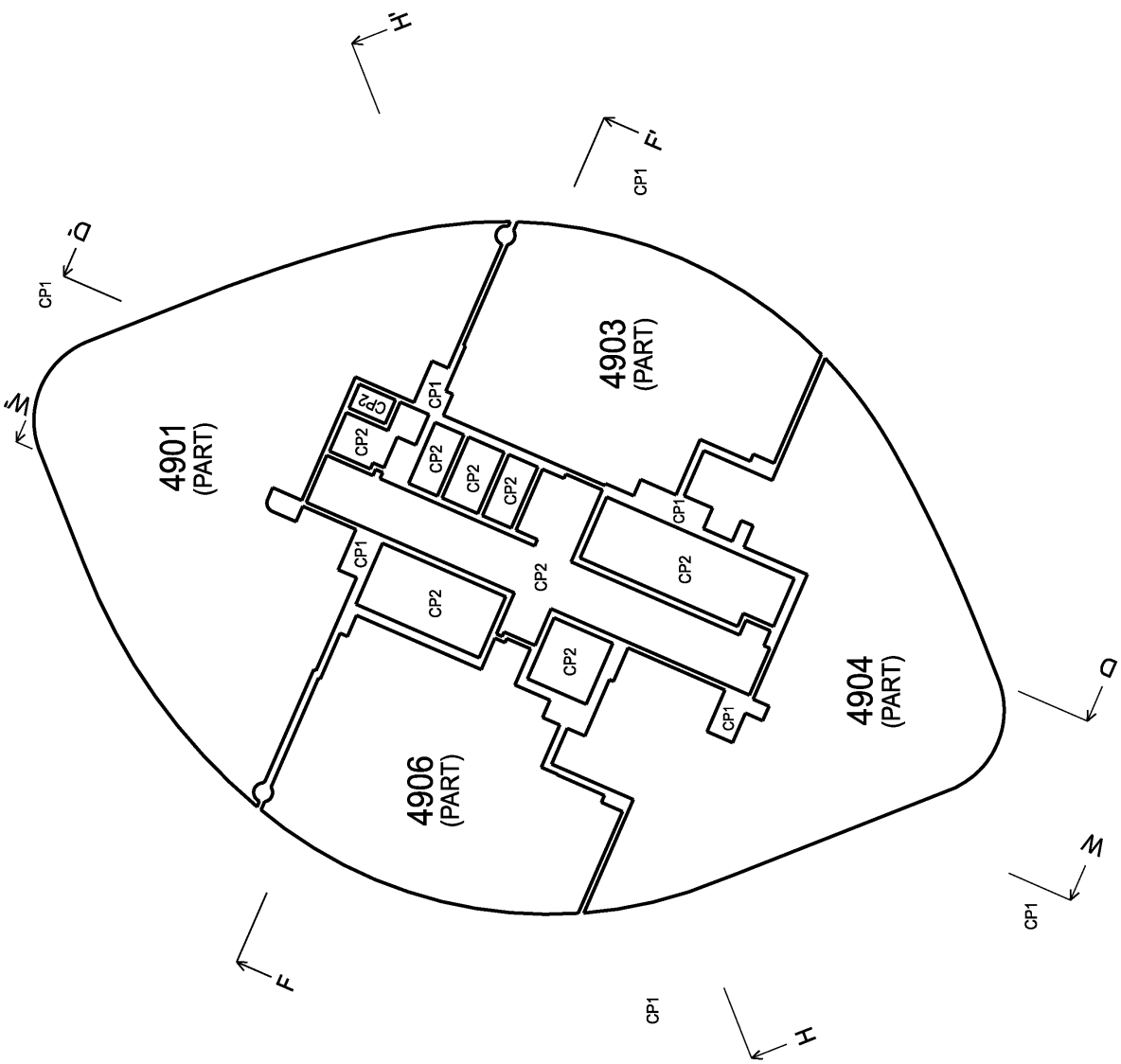


 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>
<p>SCALE 1:400</p> <p>LENGTHS ARE IN METRES</p> 	<p>REF: 9319</p> <p>VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>
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
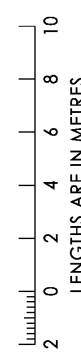
PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

ENLARGEMENT
 DIAGRAM 56 (PART)
 LEVEL 49 (TOWER 1)



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PLAN OF SUBDIVISION
 PS 811190V
 PLAN NUMBER
 PS 811190V

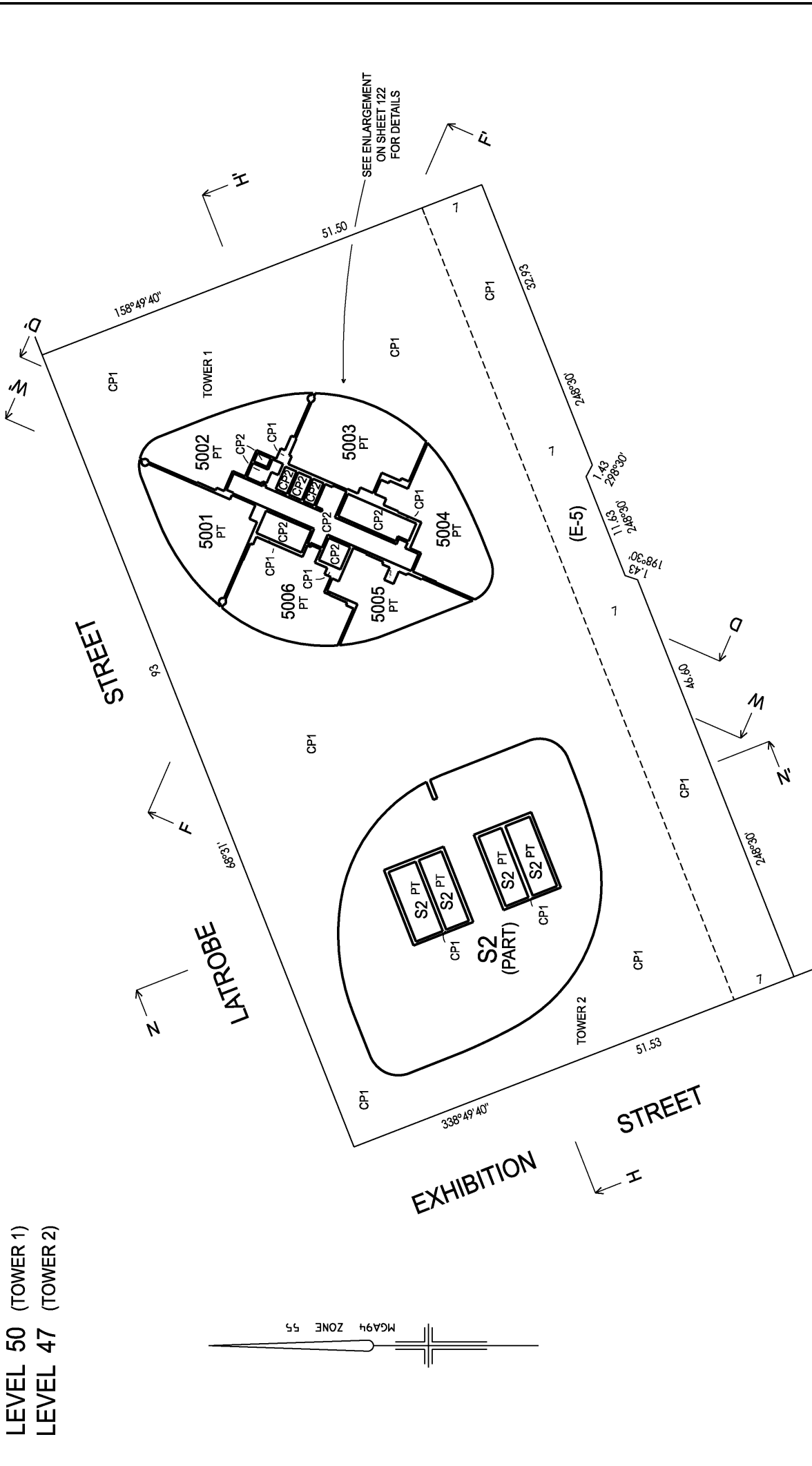

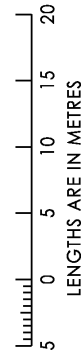


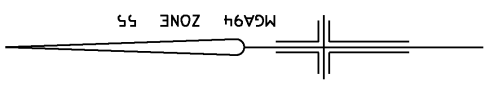
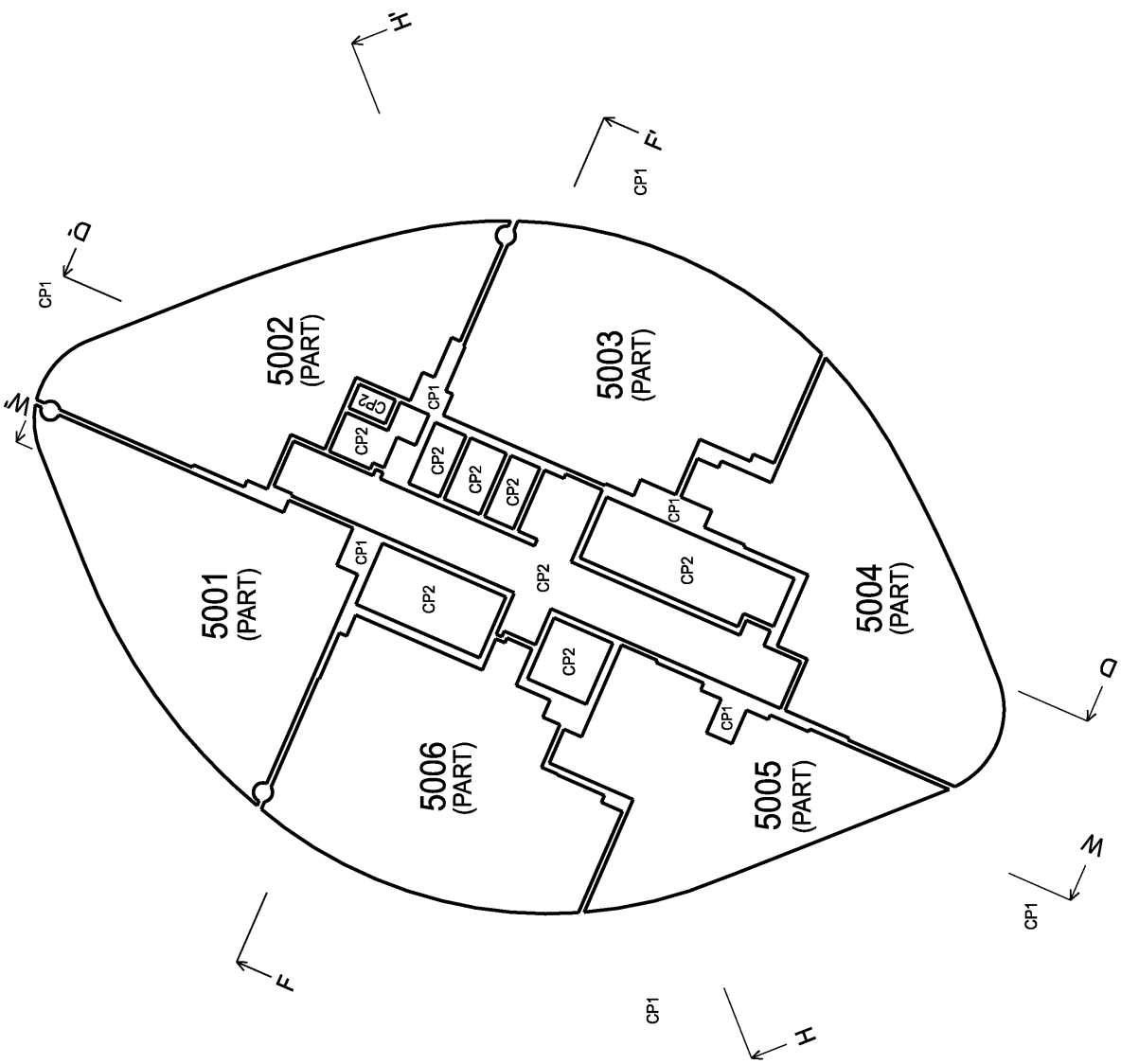
DIAGRAM 57
 LEVEL 50 (TOWER 1)
 LEVEL 47 (TOWER 2)

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PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

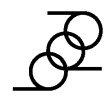
ENLARGEMENT
DIAGRAM 57 (PART)
LEVEL 50 (TOWER 1)



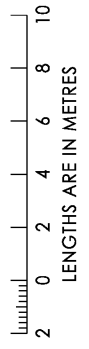
MGA94 ZONE 55

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 SPEAR Ref: S150011C

ORIGINAL SHEET SIZE A3
SHEET 122

PLAN OF SUBDIVISION
 PS 811190V
 PLAN NUMBER
 PS 811190V

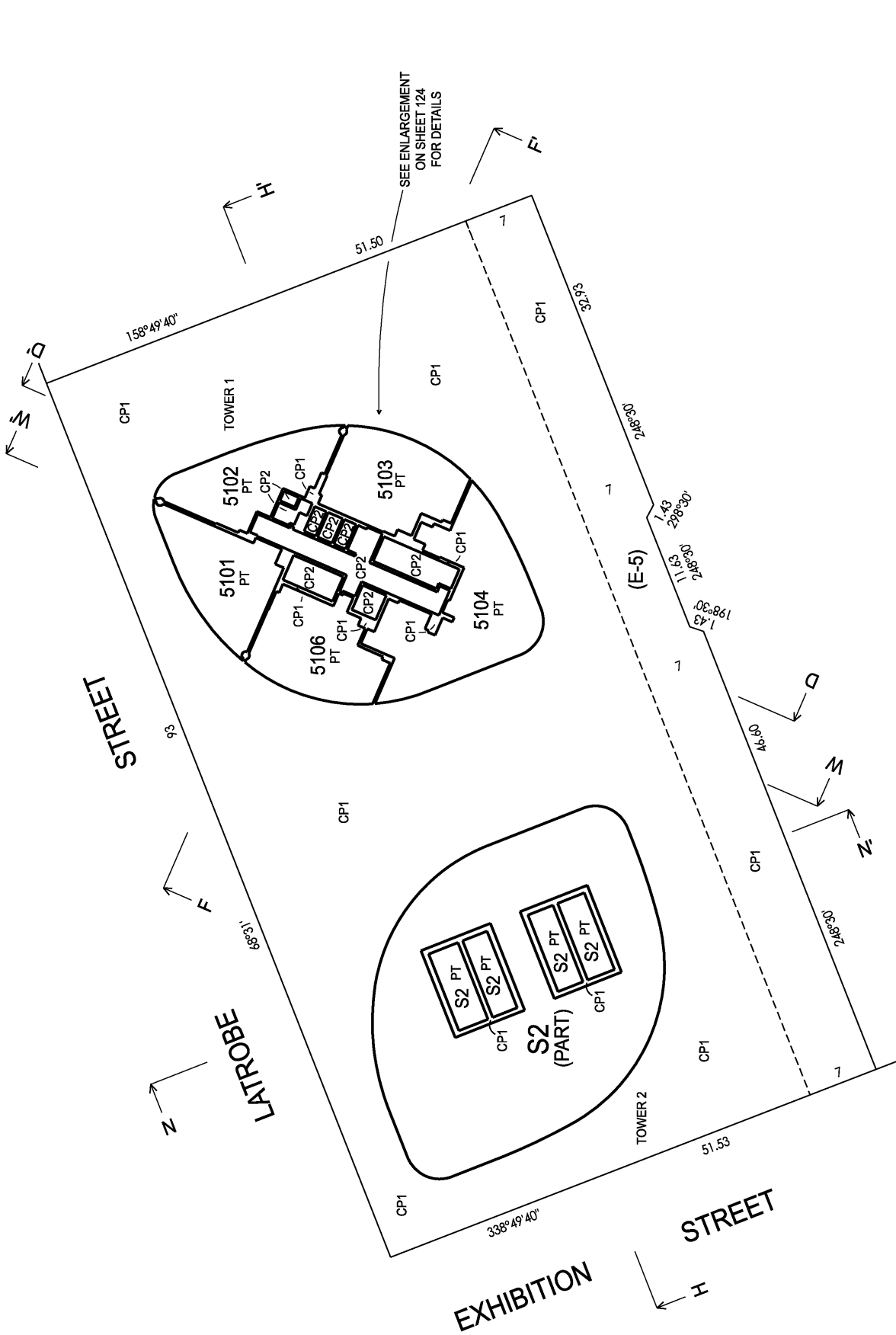
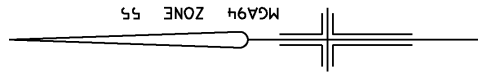

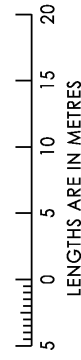


DIAGRAM 58

LEVEL 51 (TOWER 1)
 LEVEL 48 (TOWER 2)

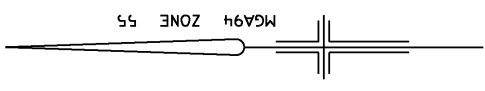
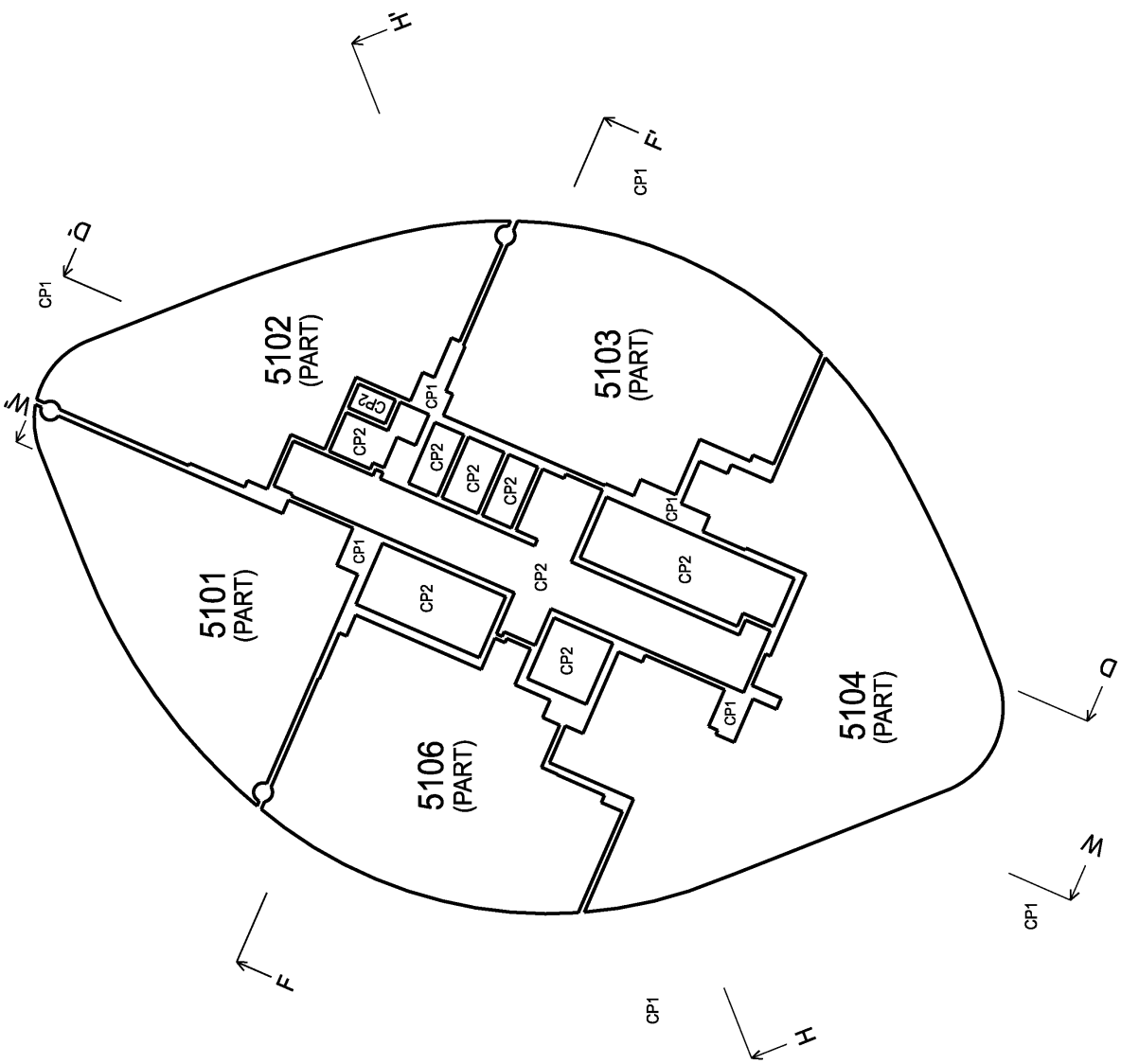


 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:400	LENGTHS ARE IN METRES 	REF: 9319	VERSION: 18	ORIGINAL SHEET SIZE A3	SHEET 123
	Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C	Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C				

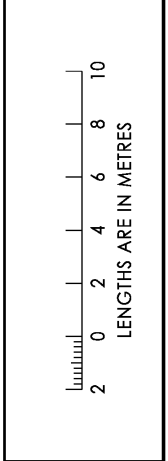
PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

ENLARGEMENT
 DIAGRAM 58 (PART)
 LEVEL 51 (TOWER 1)



SEE SHEET 123



SCALE
 1:200

REF: 9319
 VERSION: 18

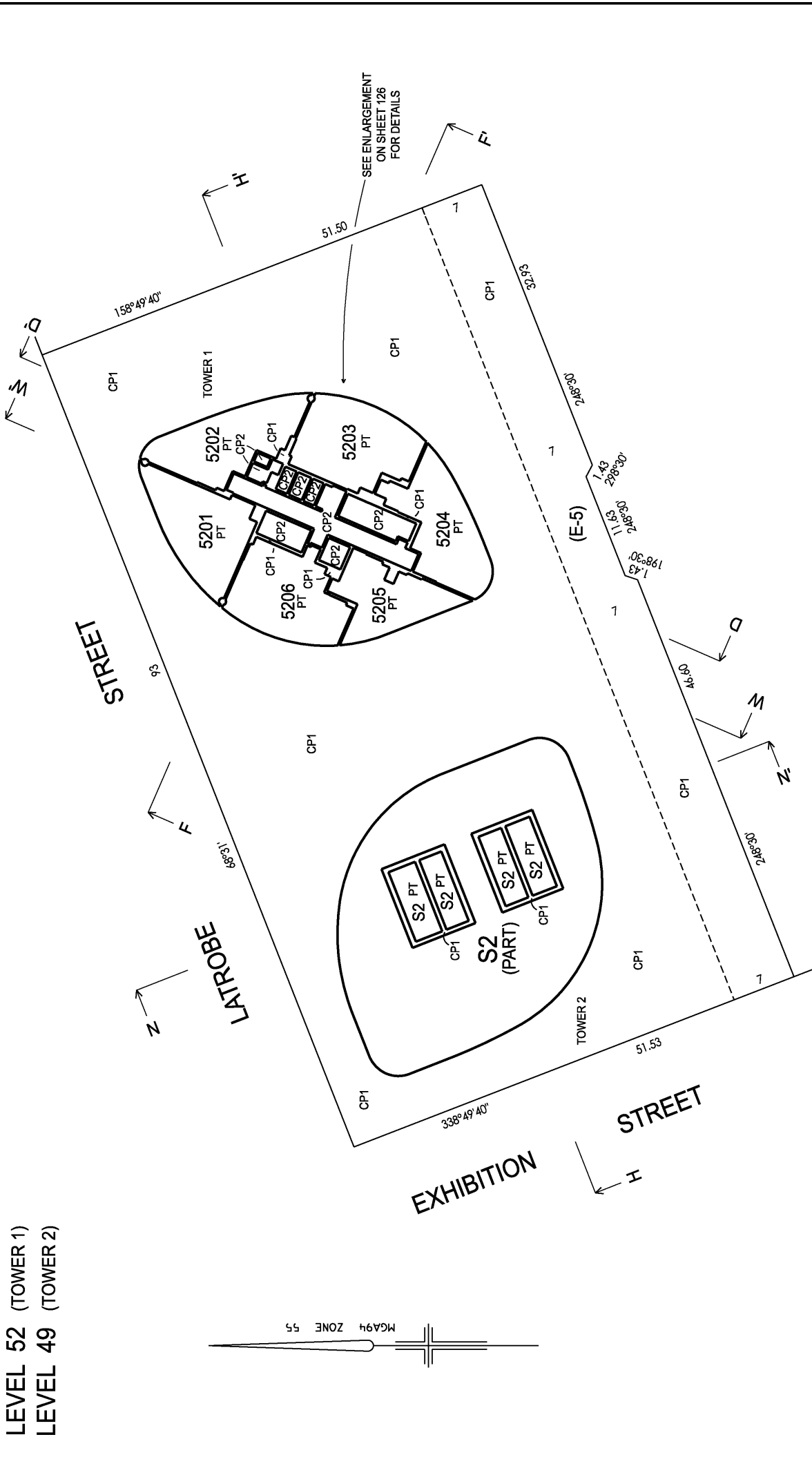
ORIGINAL SHEET SIZE A3
 SHEET 124


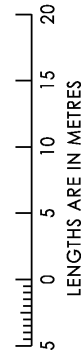
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 SPEAR Ref: S150011C

PLAN OF SUBDIVISION
 PS 811190V
 PLAN NUMBER
 PS 811190V

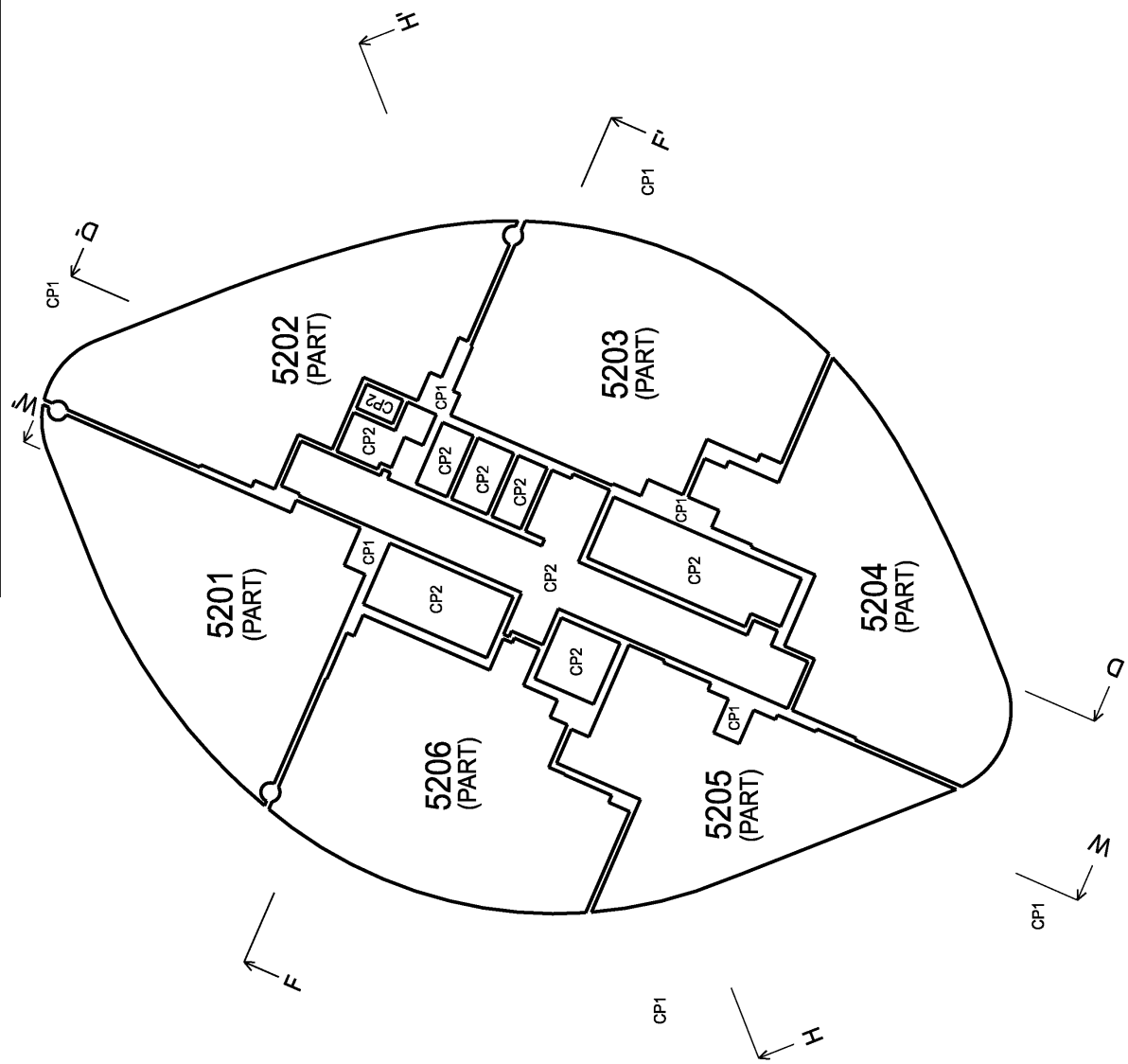


 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>
<p>SCALE 1:400</p>	<p>LENGTHS ARE IN METRES</p> 
<p>REF: 9319</p>	<p>VERSION: 18</p>
<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p>
<p>SHEET 125</p>	<p>SPEAR Ref: S150011C</p>

PLAN OF SUBDIVISION

PLAN NUMBER
PS 811190V

ENLARGEMENT
DIAGRAM 59 (PART)
LEVEL 52 (TOWER 1)

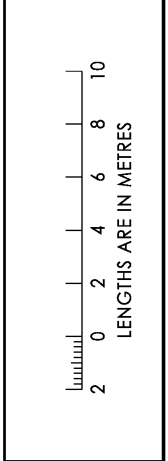


SEE SHEET 125



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ORIGINAL SHEET SIZE A3 **SHEET 126**

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SPEAR Ref: S150011C

PLAN OF SUBDIVISION
 PS 811190V
 PLAN NUMBER
 PS 811190V

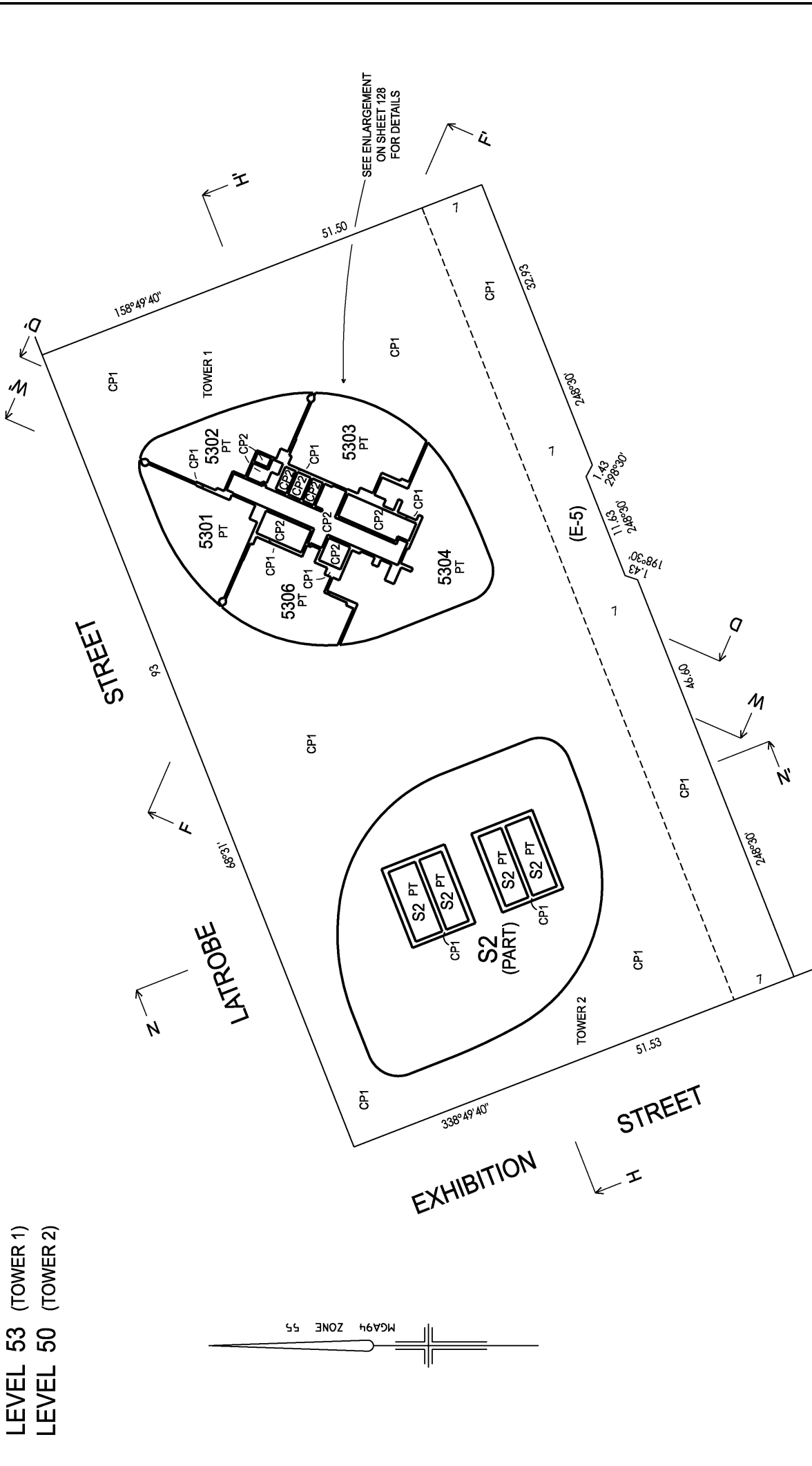

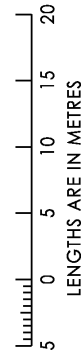


DIAGRAM 60

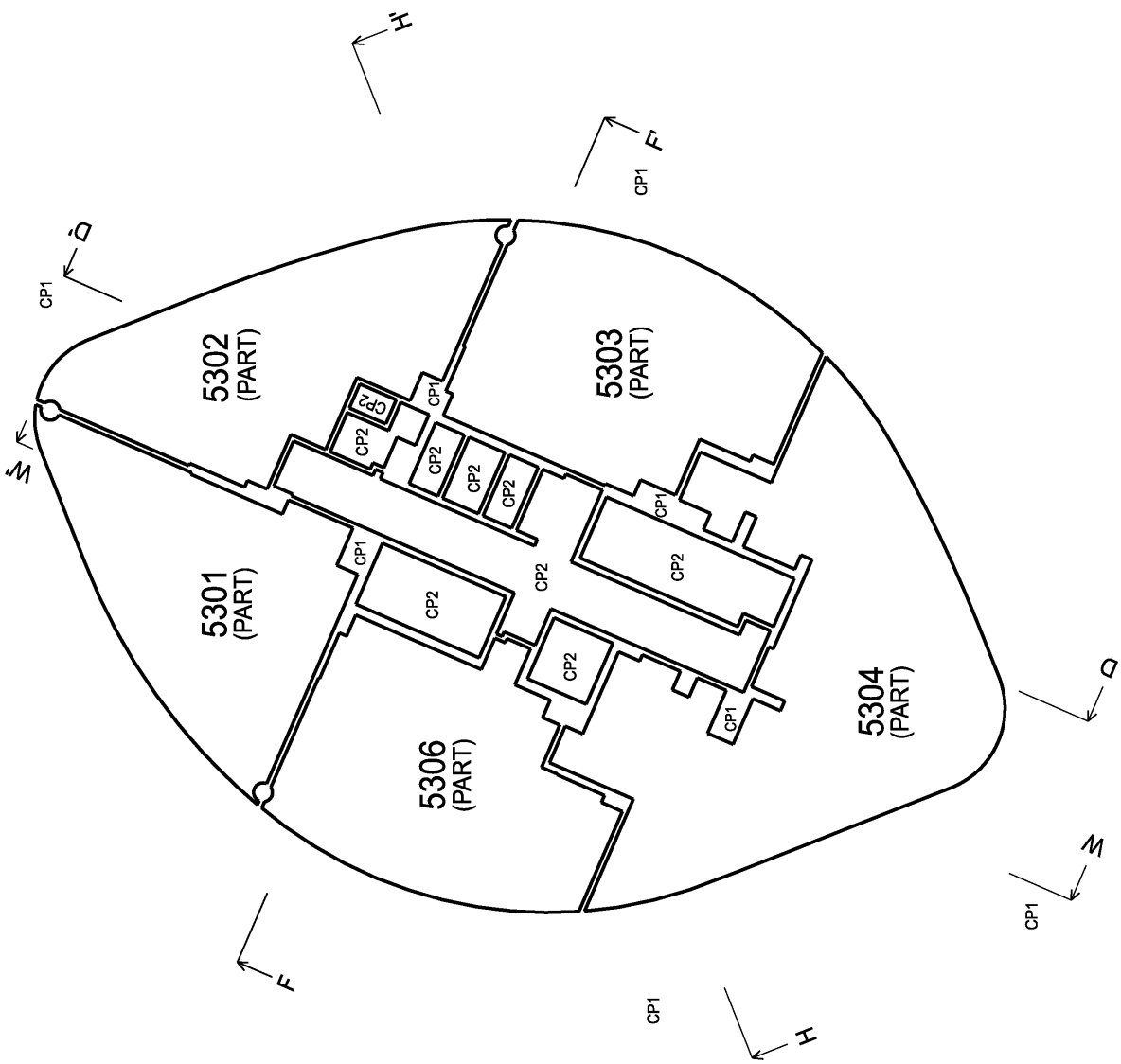
LEVEL 53 (TOWER 1)
 LEVEL 50 (TOWER 2)


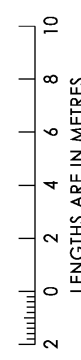
 Breed Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:400	LENGTHS ARE IN METRES 	REF: 9319	VERSION: 18	ORIGINAL SHEET SIZE A3	SHEET 127
	Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C			Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C		

PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

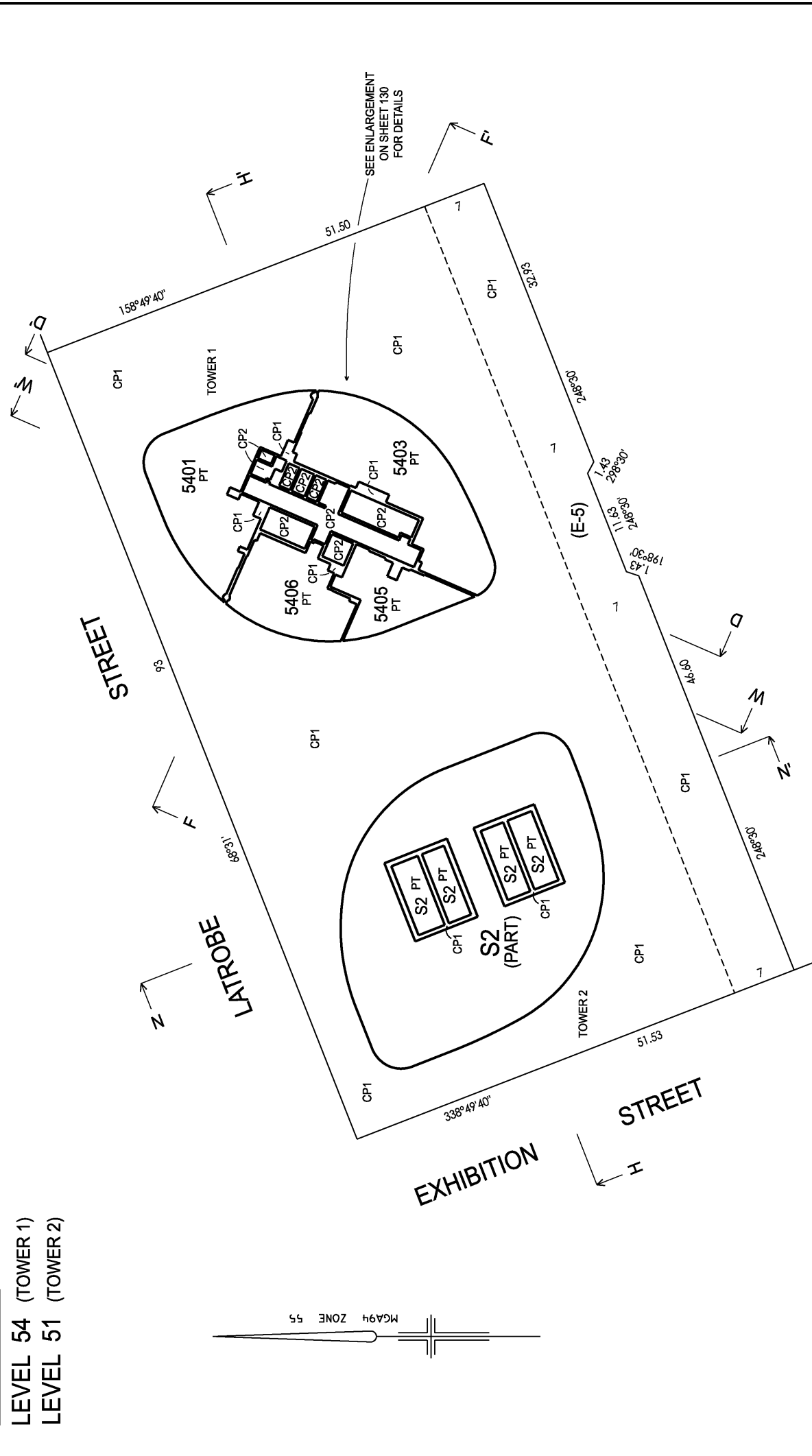
ENLARGEMENT
 DIAGRAM 60 (PART)
 LEVEL 53 (TOWER 1)


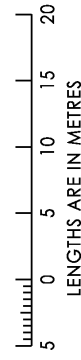


 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:200</p>	<p>SEE SHEET 127</p>  <p>LENGTHS ARE IN METRES</p>	<p>REF: 9319 VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 128</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
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PLAN OF SUBDIVISION
 PS 811190V
 PLAN NUMBER
 PS 811190V

DIAGRAM 61
 LEVEL 54 (TOWER 1)
 LEVEL 51 (TOWER 2)

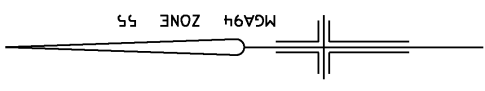
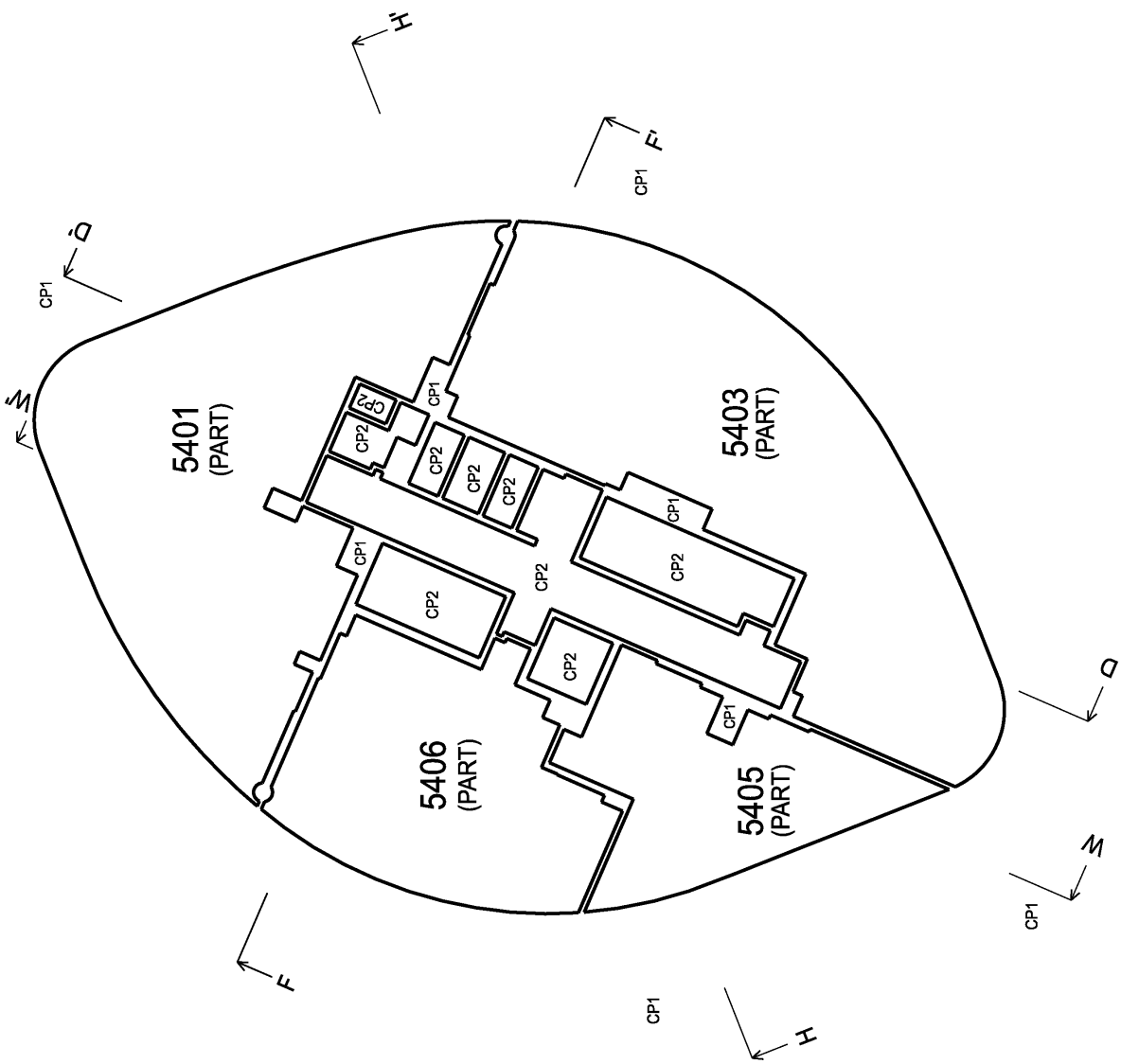


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<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>				

PLAN OF SUBDIVISION
 PS 811190V

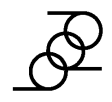
PLAN NUMBER
 PS 811190V

ENLARGEMENT
 DIAGRAM 61 (PART)
 LEVEL 54 (TOWER 1)

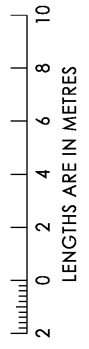


SEE SHEET 129

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 23/08/2022, SPEAR Ref: S150011C

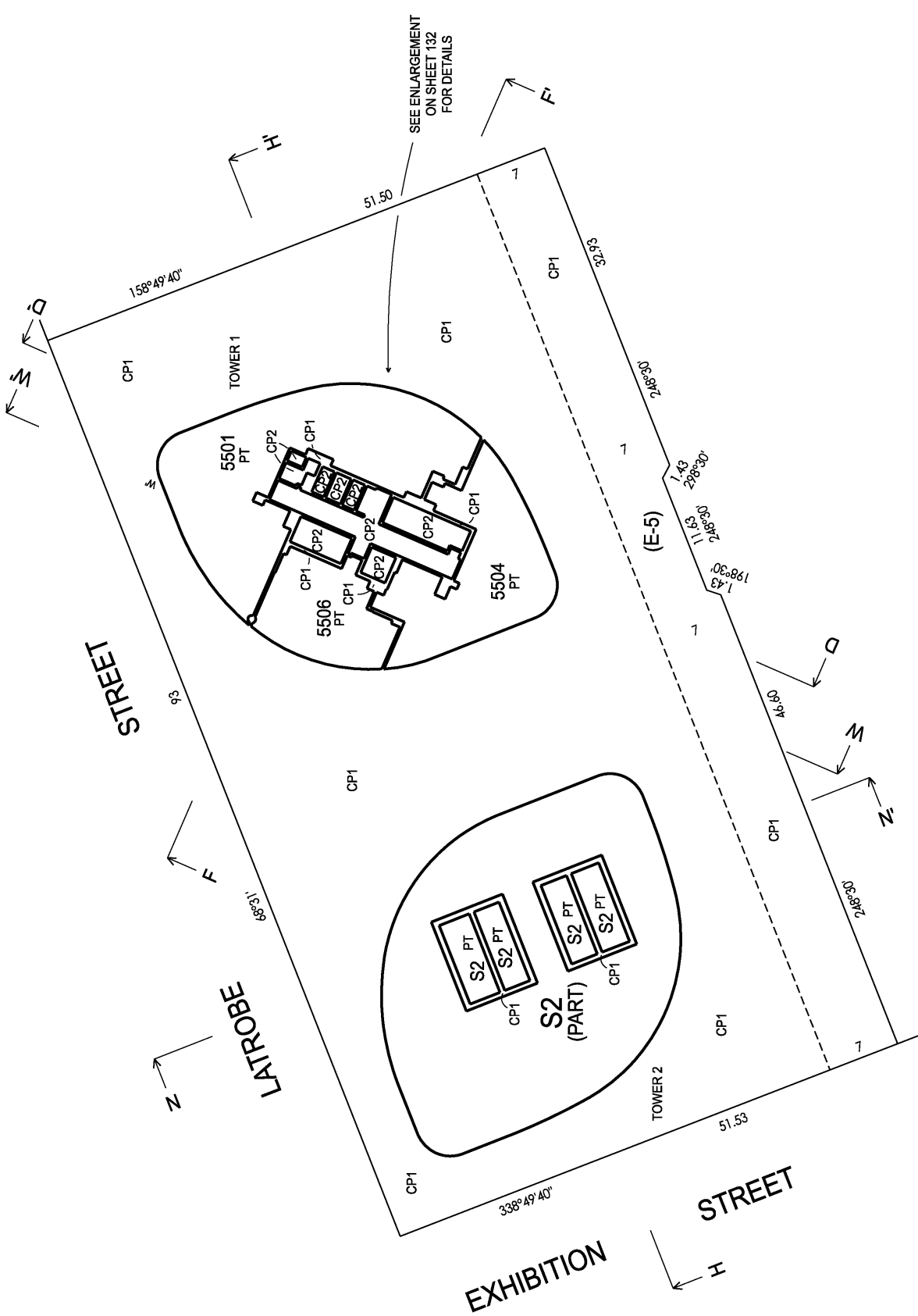
VERSION: 18
 Digitally signed by:
 Melbourne City Council,
 19/09/2022,
 SPEAR Ref: S150011C


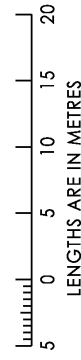
ORIGINAL SHEET SIZE A3
 SHEET 130

PLAN OF SUBDIVISION
 PS 811190V
 PLAN NUMBER
 PS 811190V

DIAGRAM 62

LEVEL 55 (TOWER 1)
 LEVEL 52 (TOWER 2)

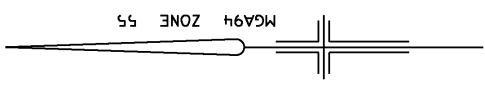
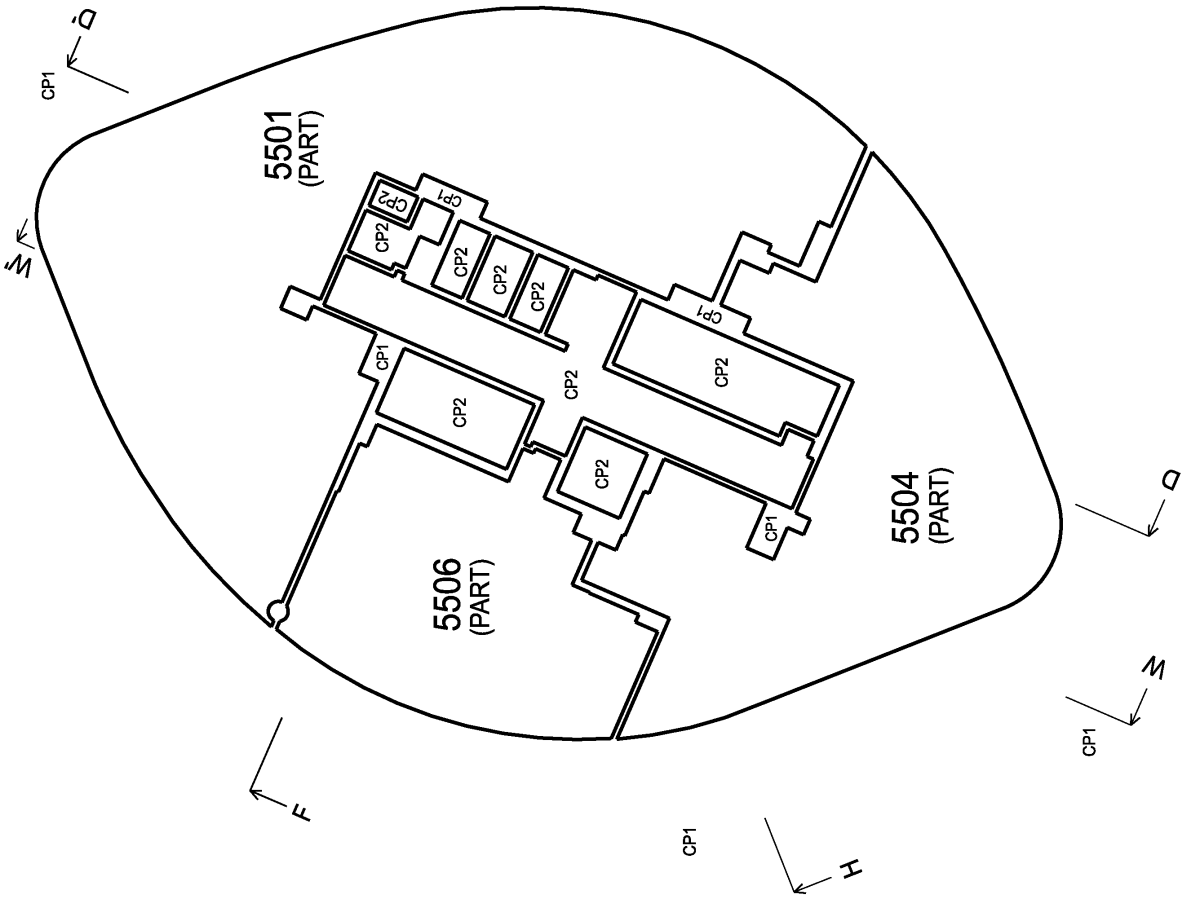


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PLAN OF SUBDIVISION
 PS 811190V

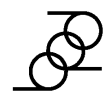
PLAN NUMBER
 PS 811190V

ENLARGEMENT
 DIAGRAM 62 (PART)
 LEVEL 55 (TOWER 1)

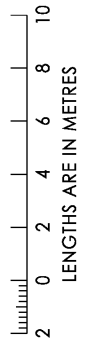


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VERSION: 18
 Digitally signed by:
 Melbourne City Council,
 19/09/2022,
 SPEAR Ref: S150011C

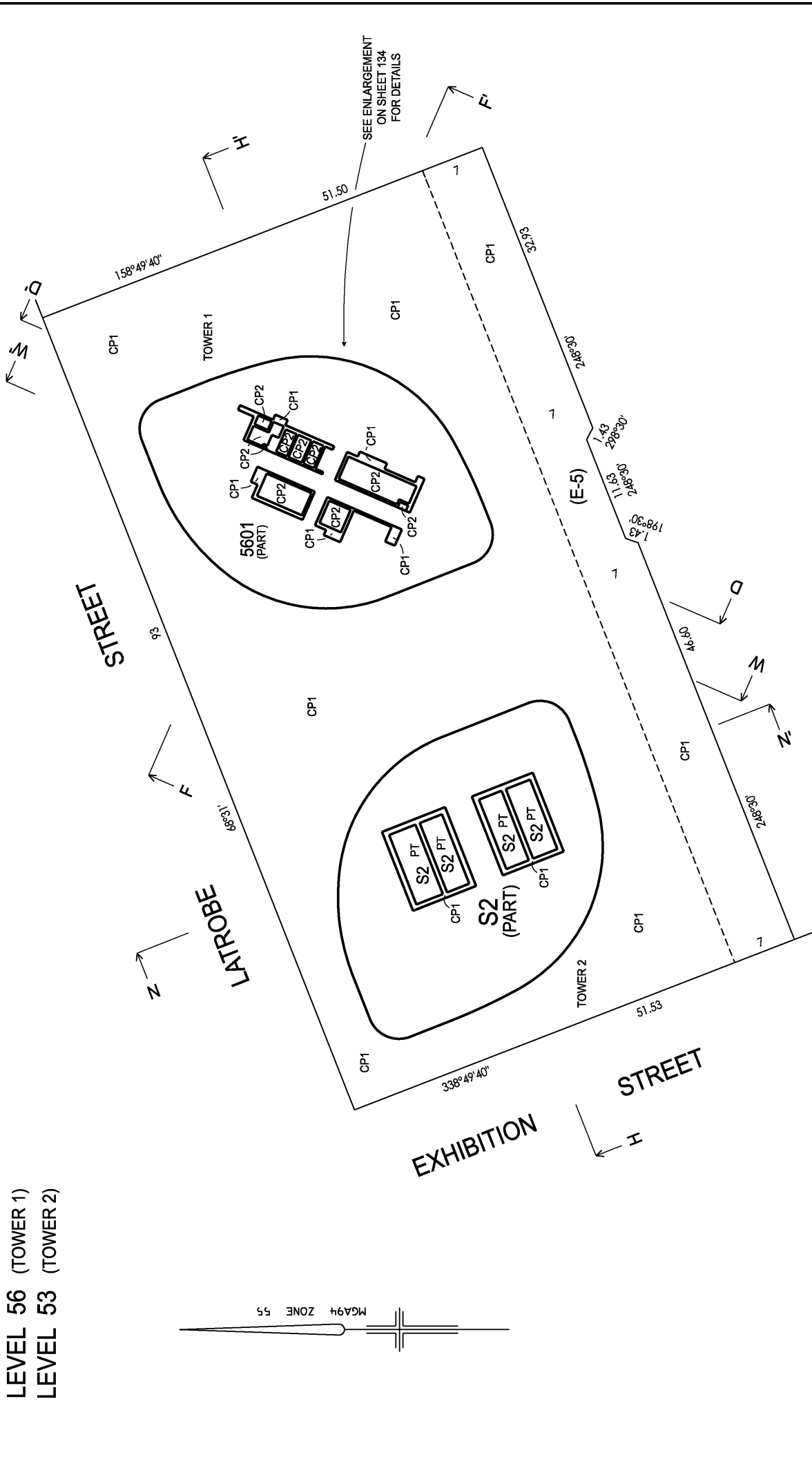
ORIGINAL SHEET SIZE A3
 SHEET 132


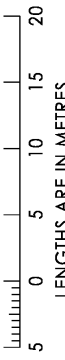
PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

DIAGRAM 63

LEVEL 56 (TOWER 1)
 LEVEL 53 (TOWER 2)



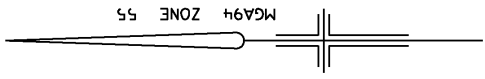
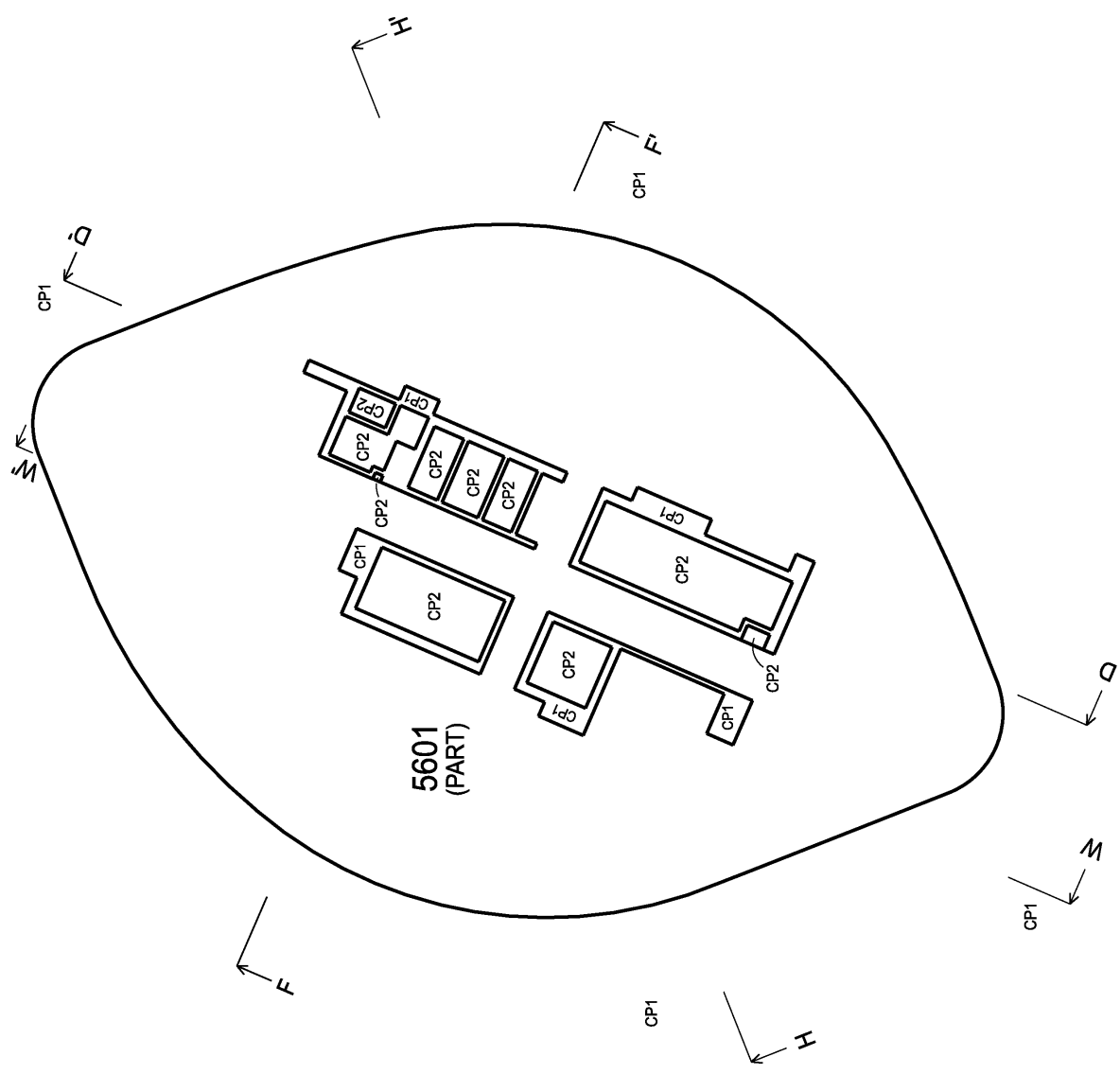
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<p>SCALE 1:400</p>	<p>LENGTHS ARE IN METRES</p> 
<p>REF: 9319</p>	<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>
<p>VERSION: 18</p>	<p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
<p>SHEET 133</p>	<p>ORIGINAL SHEET SIZE A3</p>

PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

ENLARGEMENT

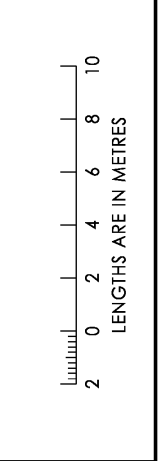
DIAGRAM 63 PART
 LEVEL 56 (TOWER 1)



SEE SHEET 133

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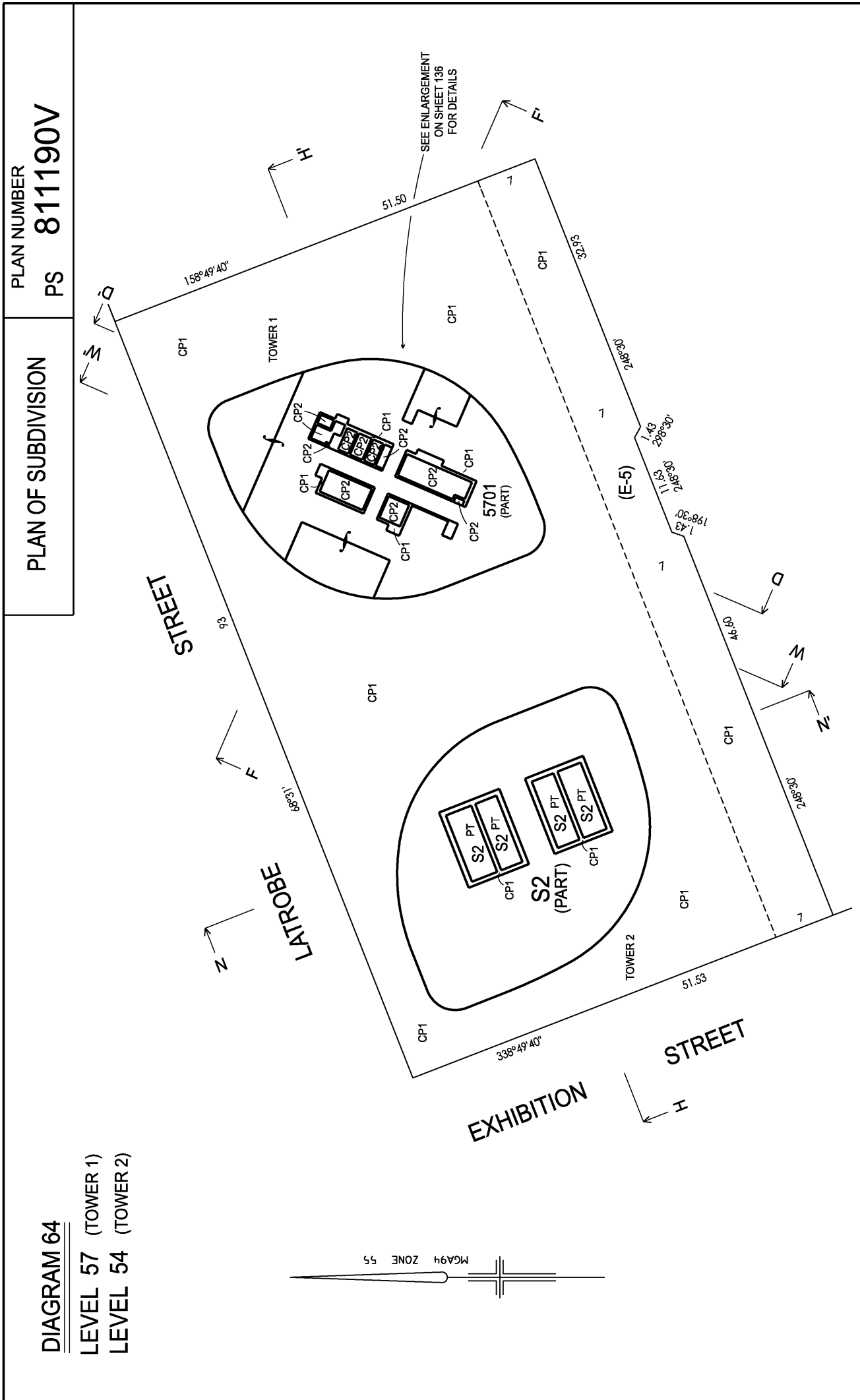
SCALE
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 Digitally signed by: Simon Patrick Cox, Licensed Surveyor,
 Surveyor's Plan Version (18),
 23/08/2022, SPEAR Ref: S150011C

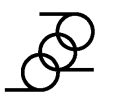
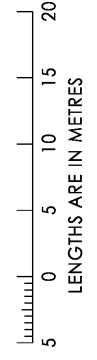
VERSION: 18
 Digitally signed by:
 Melbourne City Council,
 19/09/2022,
 SPEAR Ref: S150011C

ORIGINAL SHEET SIZE A3
 SHEET 134



PLAN OF SUBDIVISION
 PS 811190V
 PLAN NUMBER

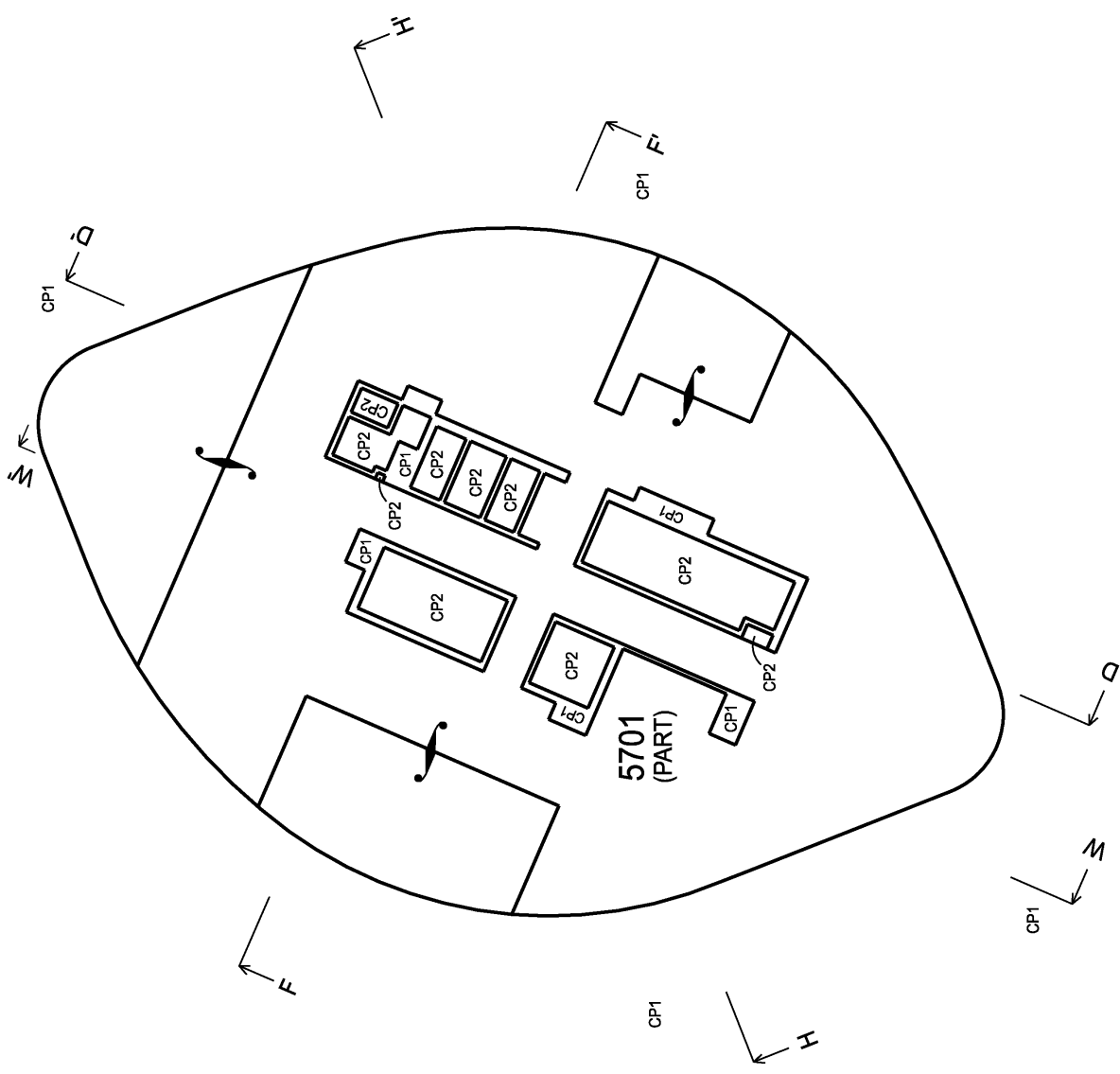
DIAGRAM 64
 LEVEL 57 (TOWER 1)
 LEVEL 54 (TOWER 2)

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>
<p>SCALE 1:400</p>	<p>LENGTHS ARE IN METRES</p> 
<p>REF: 9319</p>	<p>VERSION: 18</p>
<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p>
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
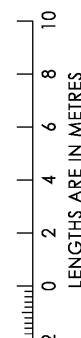
PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

ENLARGEMENT
DIAGRAM 64 PART
LEVEL 57 (TOWER 1)



SEE SHEET 135

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PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

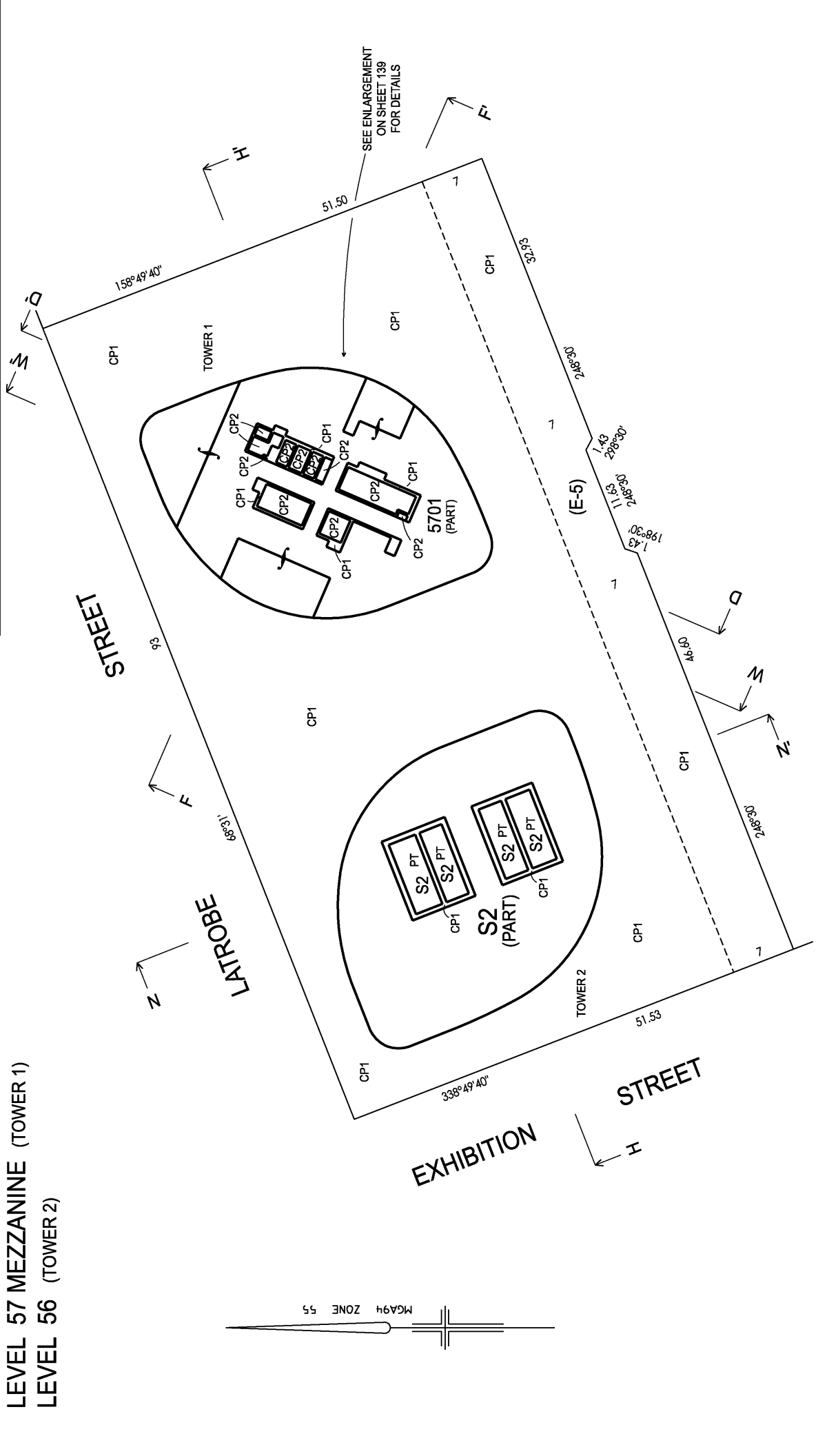


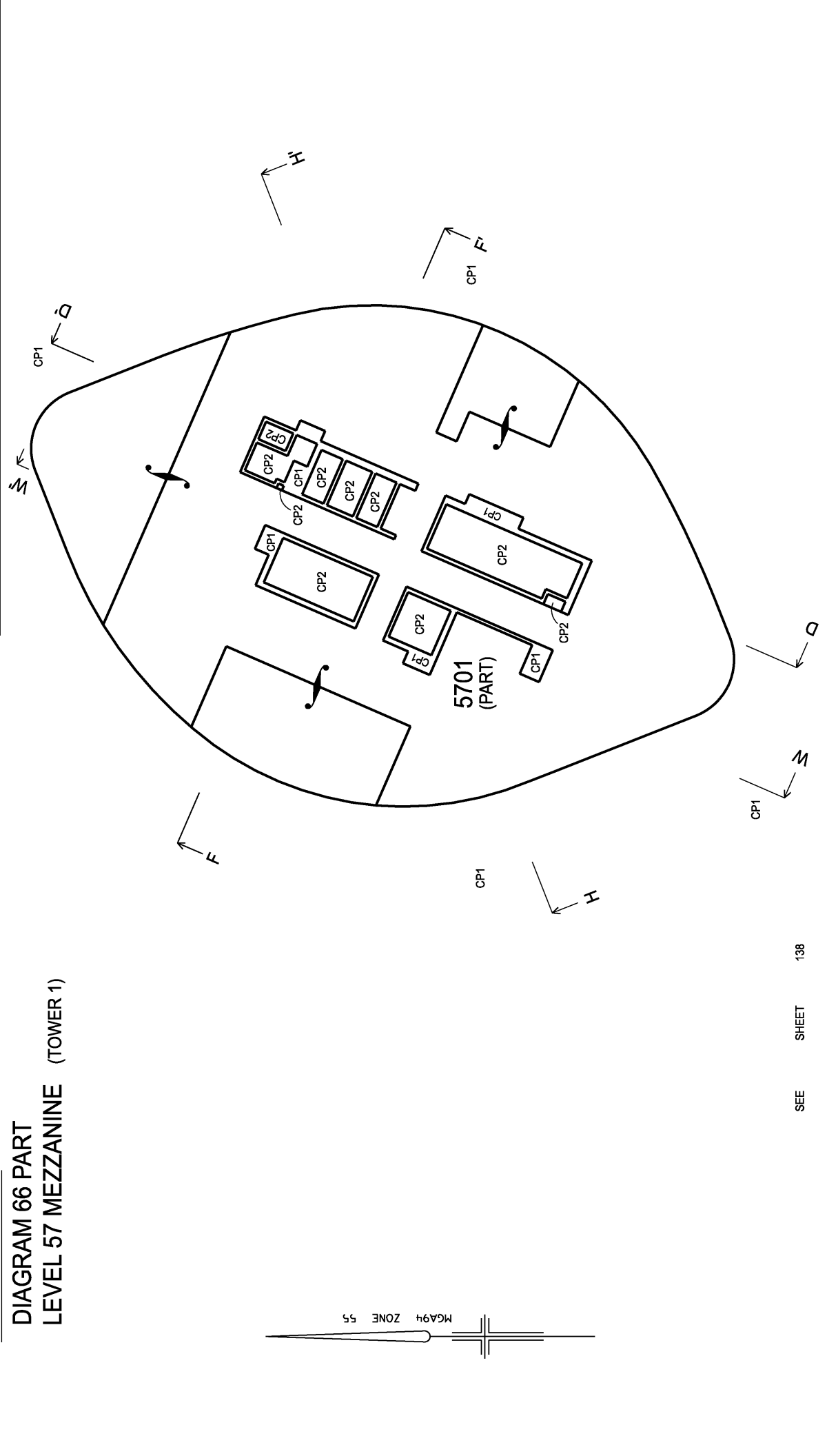


DIAGRAM 66
 LEVEL 57 MEZZANINE (TOWER 1)
 LEVEL 56 (TOWER 2)

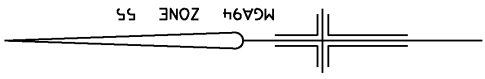
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PLAN OF SUBDIVISION
 PS 811190V


PLAN NUMBER
 PS 811190V



ENLARGEMENT
 DIAGRAM 66 PART
 LEVEL 57 MEZZANINE (TOWER 1)



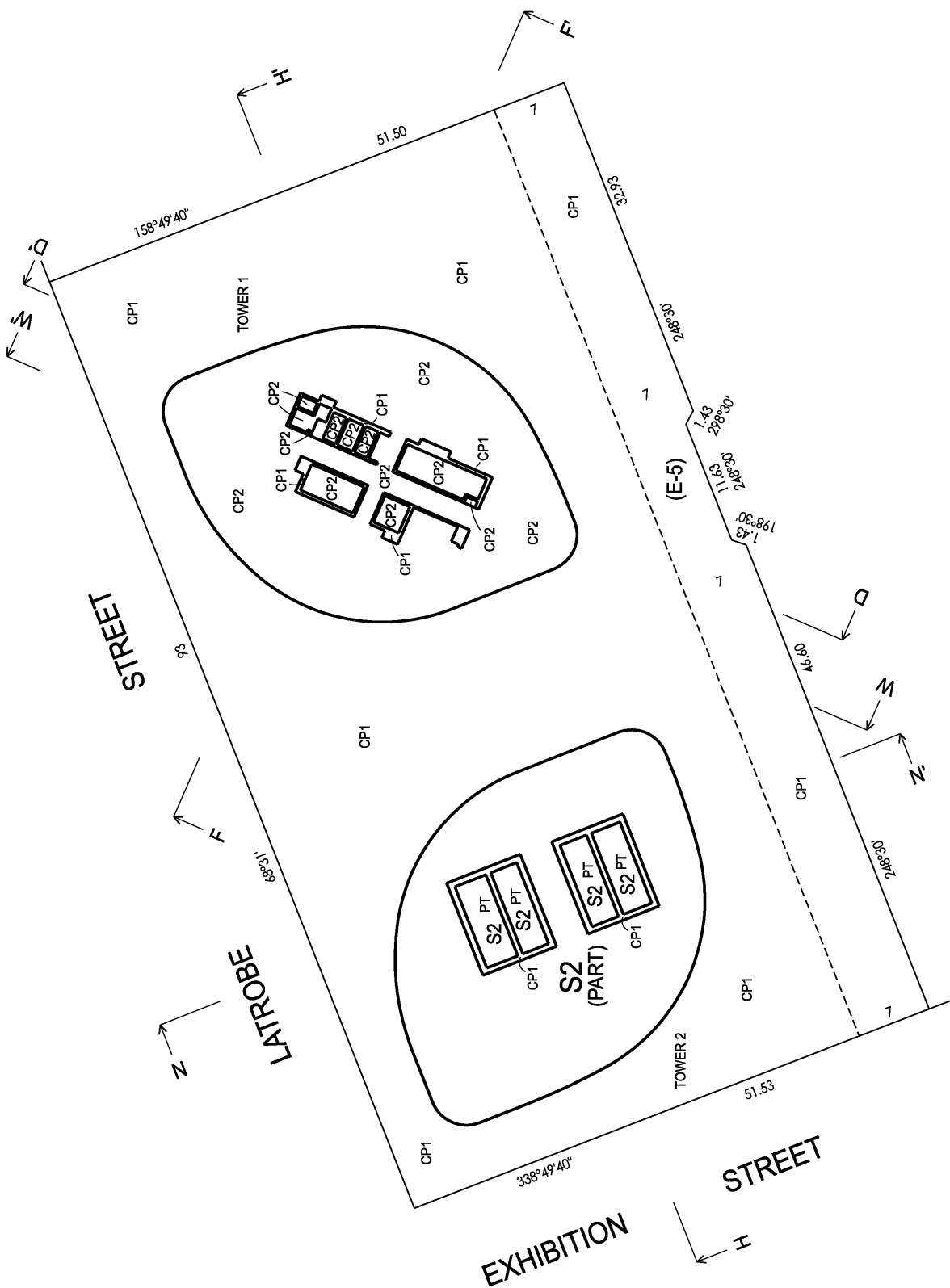
SEE SHEET 138


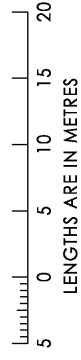
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:200	REF: 9319 Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C	VERSION: 18	ORIGINAL SHEET SIZE A3	SHEET 139
	LENGTHS ARE IN METRES 0 2 4 6 8 10 2	Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C			

PLAN OF SUBDIVISION
 PS 811190V
 PLAN NUMBER
 PS 811190V

DIAGRAM 67

LEVEL 58 (TOWER 1)
 LEVEL 57 (TOWER 2)



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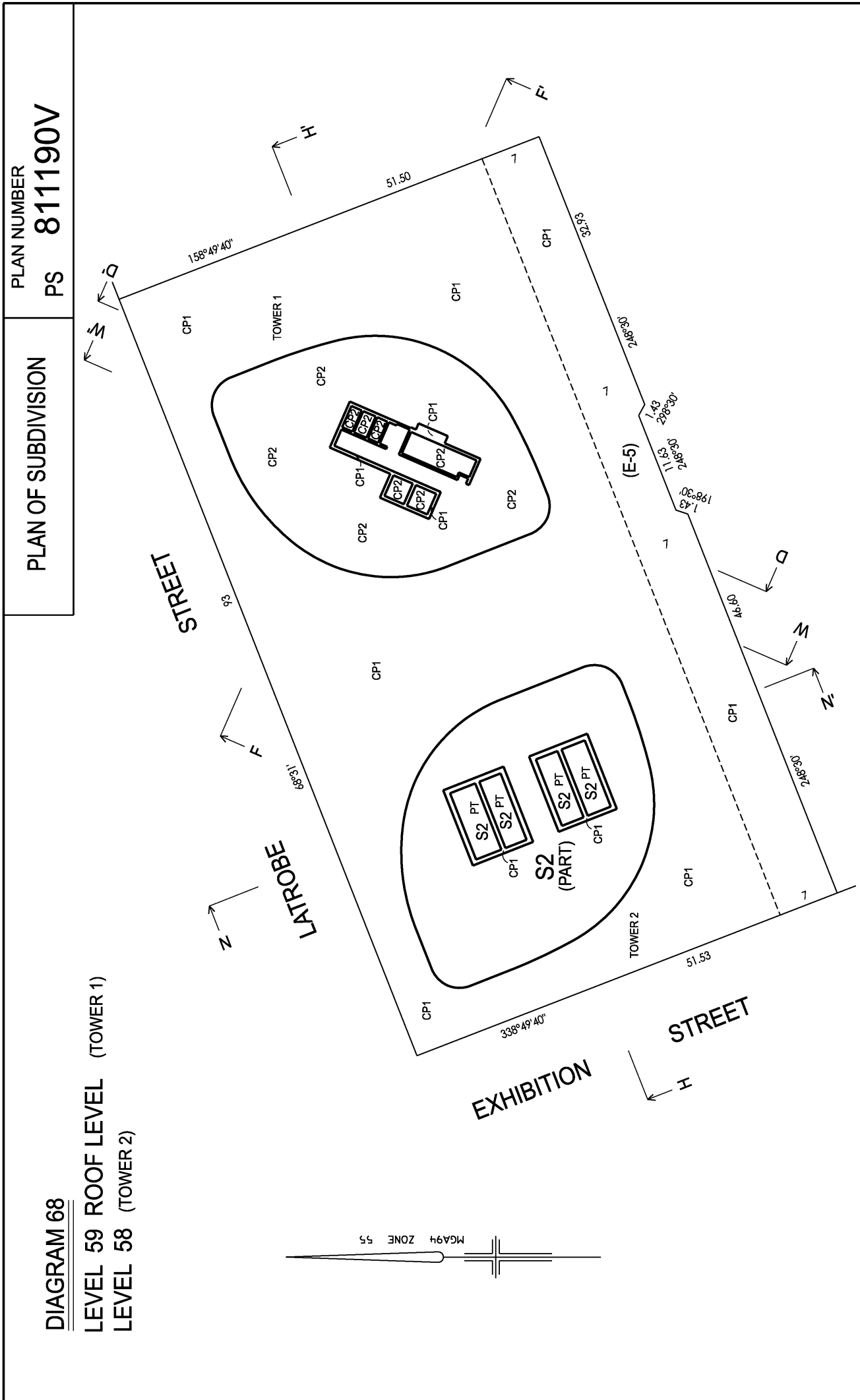
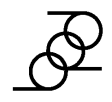


DIAGRAM 68

LEVEL 59 ROOF LEVEL (TOWER 1)
 LEVEL 58 (TOWER 2)

PLAN OF SUBDIVISION

PLAN NUMBER
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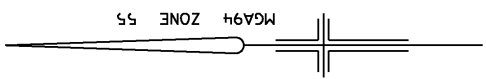
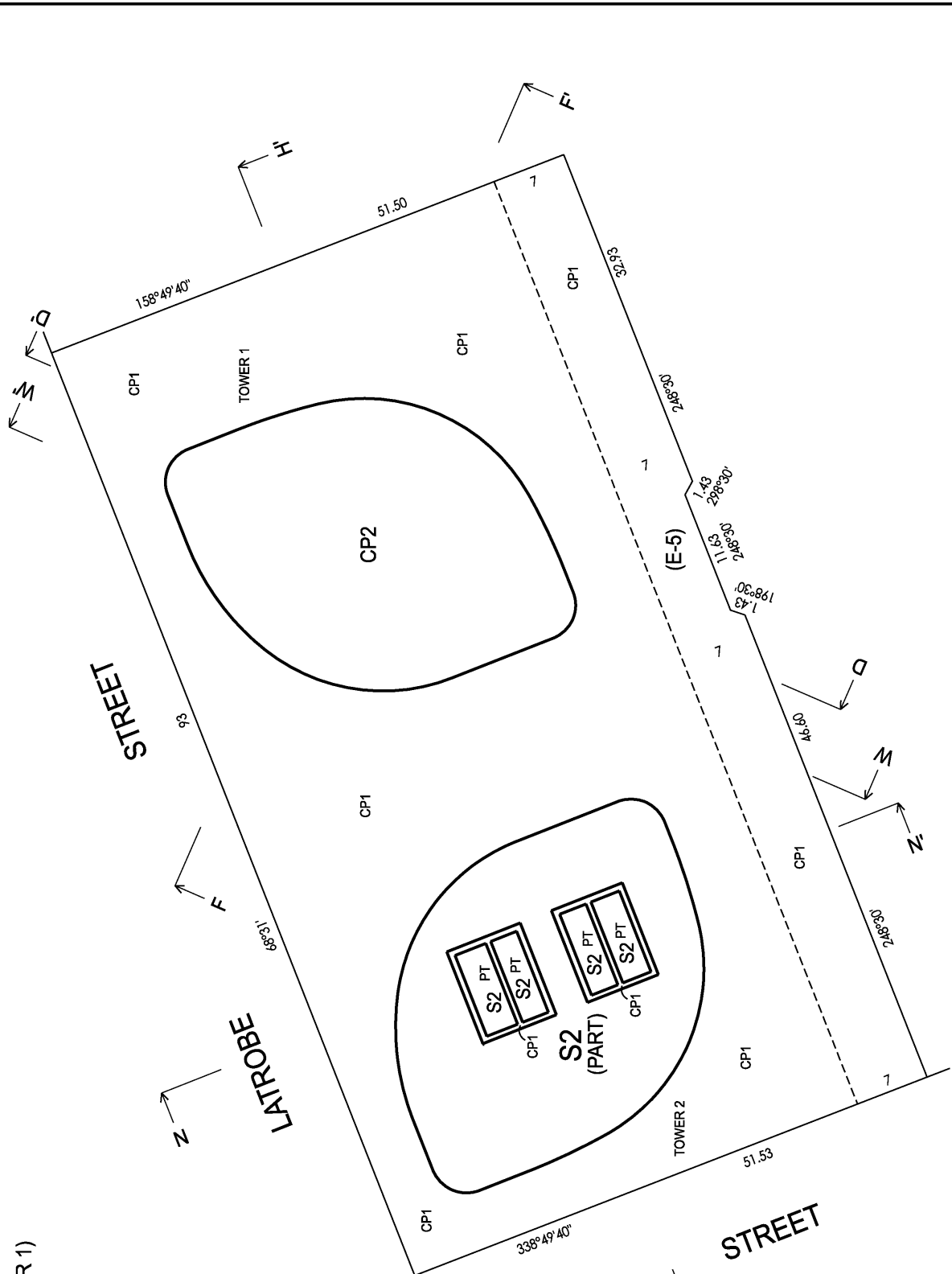
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
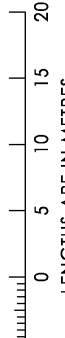
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PLAN OF SUBDIVISION
 PS 811190V
 PLAN NUMBER

DIAGRAM 69

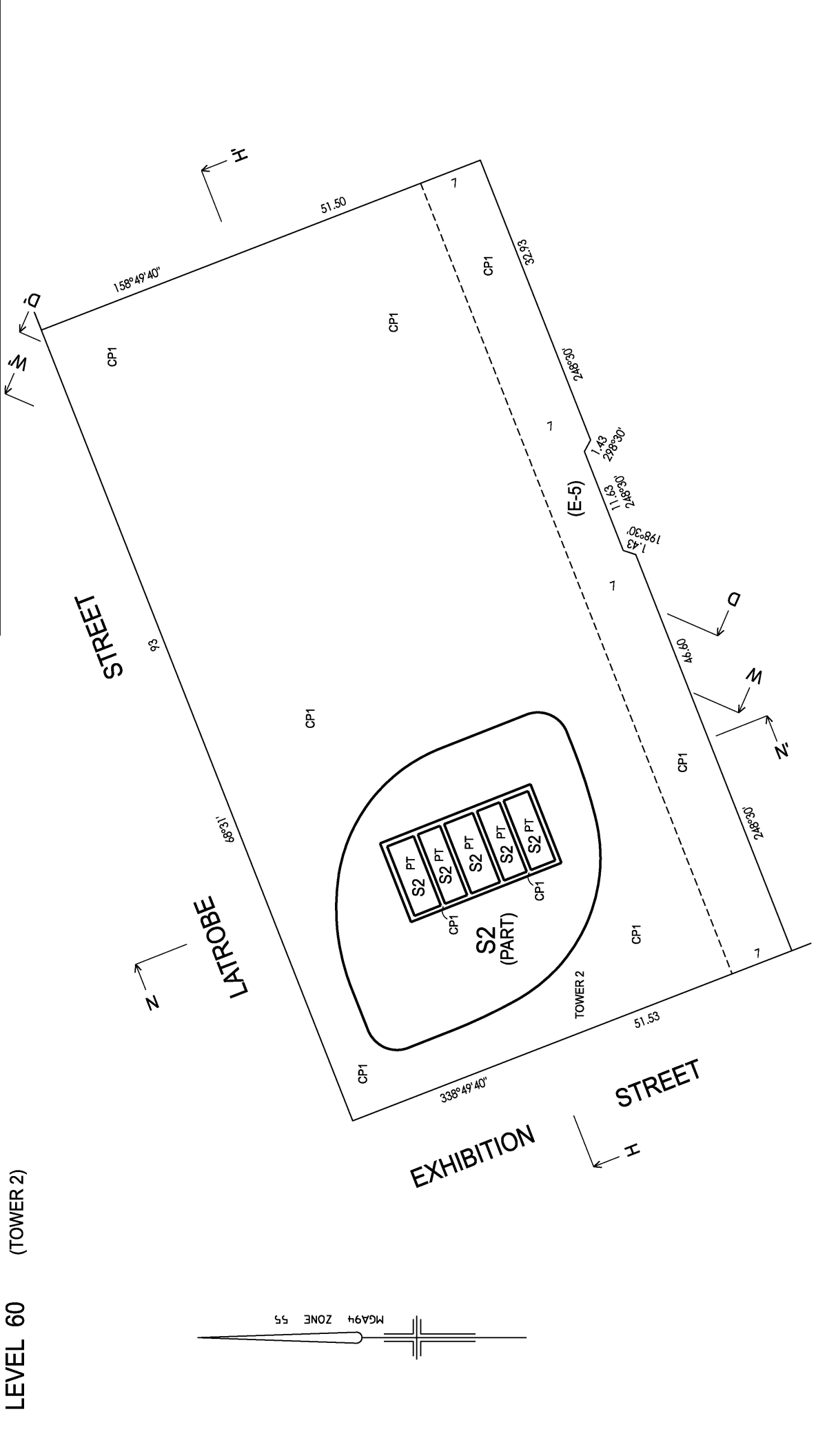
LEVEL 60 PARAPET (TOWER 1)
 LEVEL 59 (TOWER 2)


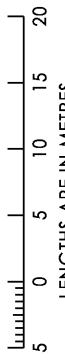


 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:400</p>	 <p>LENGTHS ARE IN METRES</p>	<p>REF: 9319 VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 142</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
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PLAN OF SUBDIVISION
PS 811190V

DIAGRAM 70
LEVEL 60 (TOWER 2)



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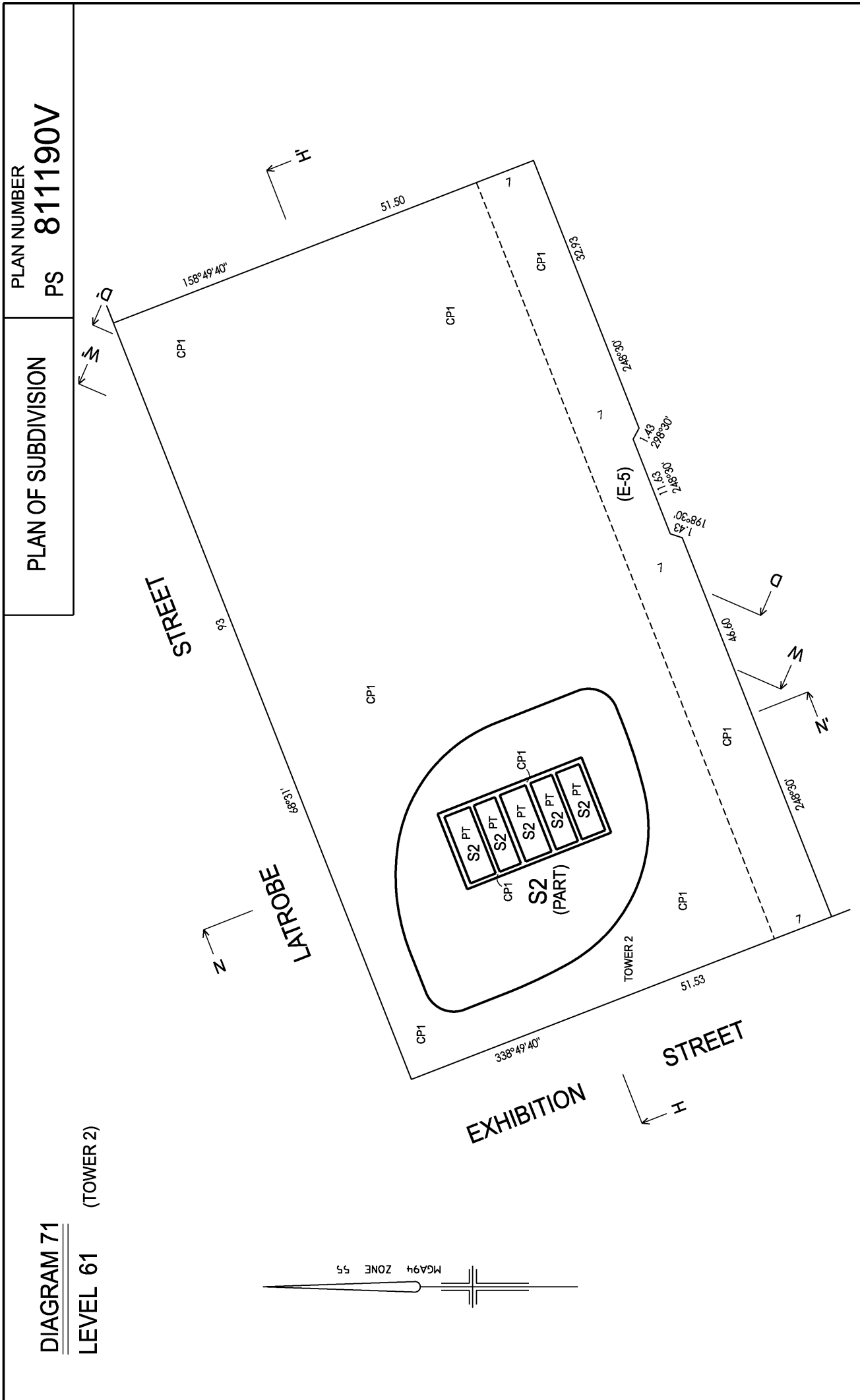


DIAGRAM 71
 LEVEL 61 (TOWER 2)

PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

REF: 9319
 VERSION: 18

Scale: 1:400

LENGTHS ARE IN METRES

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ORIGINAL SHEET SIZE A3
 SHEET 144

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PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

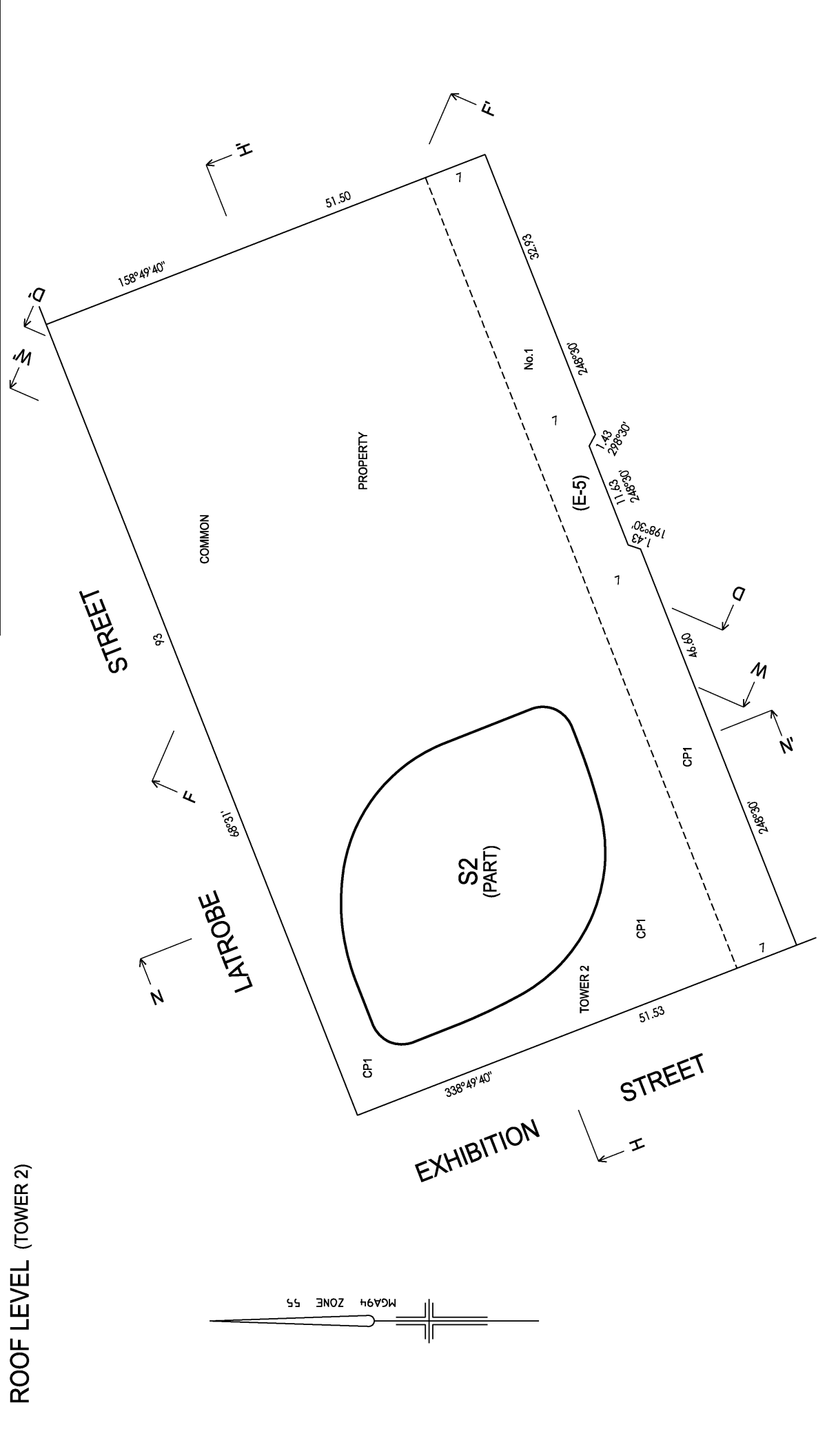
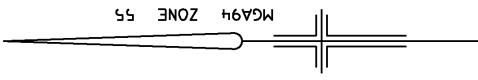

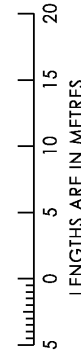


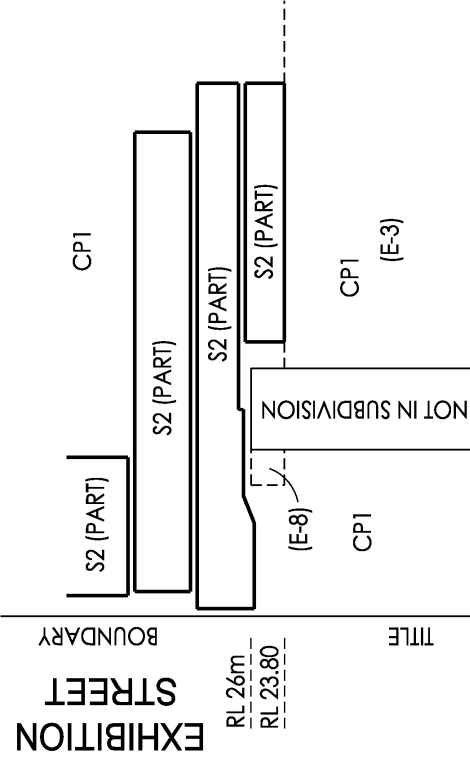
DIAGRAM 72
 ROOF LEVEL (TOWER 2)



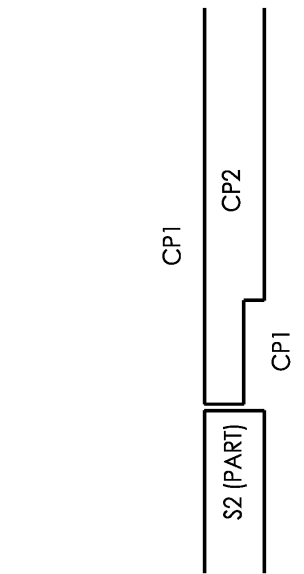
 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>
<p>SCALE 1:400</p>	<p>LENGTHS ARE IN METRES</p> 
<p>REF: 9319</p>	<p>VERSION: 18</p>
<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 145</p>

PLAN OF SUBDIVISION

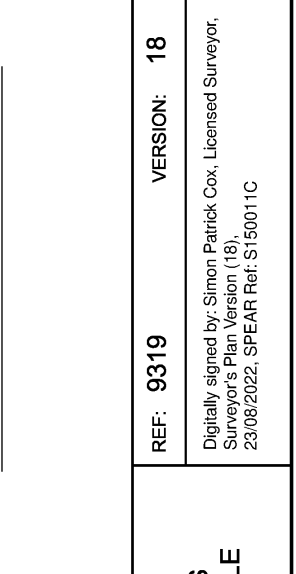
PLAN NUMBER
PS 811190V



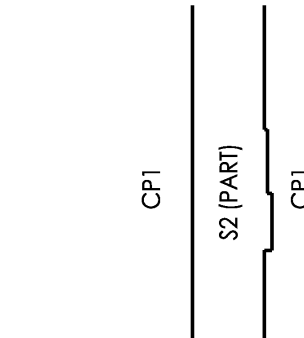
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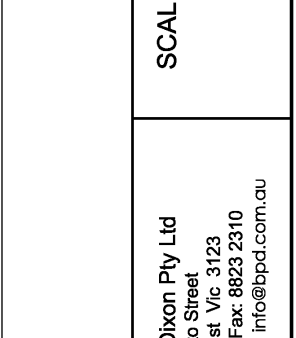
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


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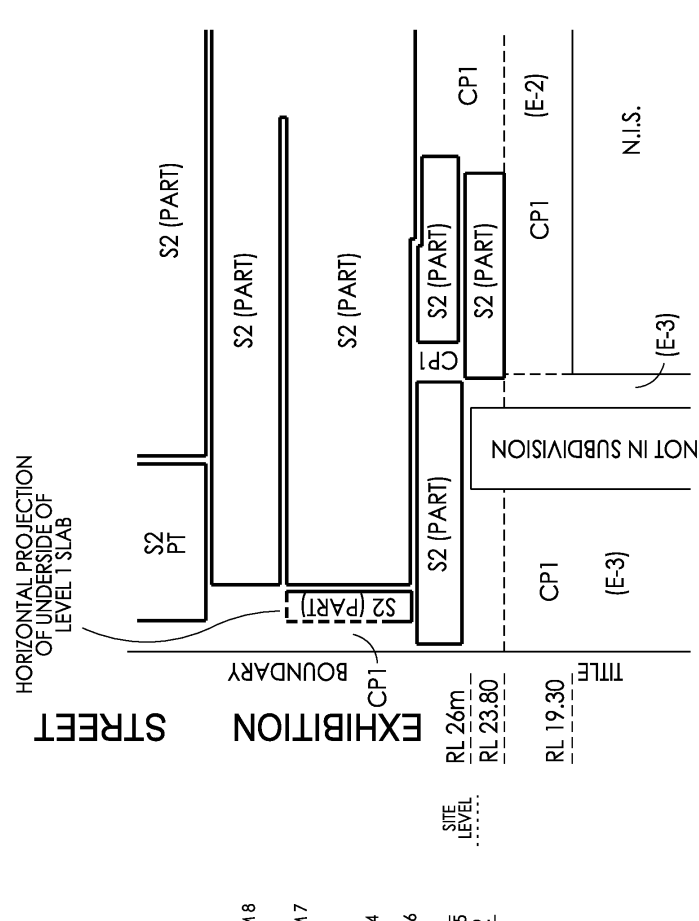


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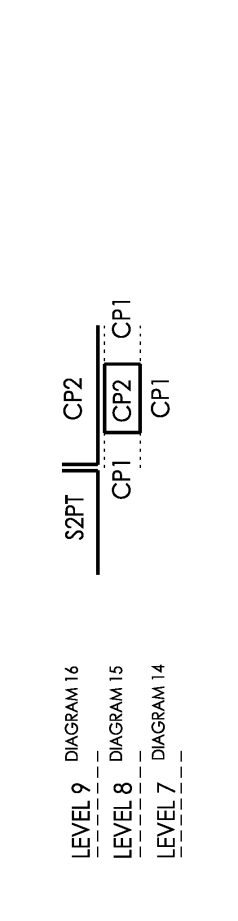


 <p>Breed Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE</p>	<p>CROSS SECTION IS NOT SHOWN TO SCALE</p>	<p>REF: 9319</p>	<p>VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 146</p>
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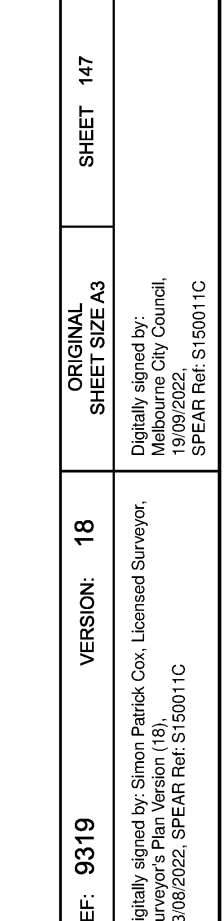
PLAN OF SUBDIVISION PS 811190V



CROSS SECTION T-T'



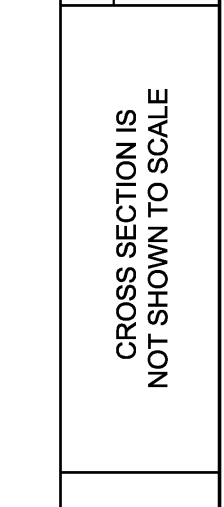
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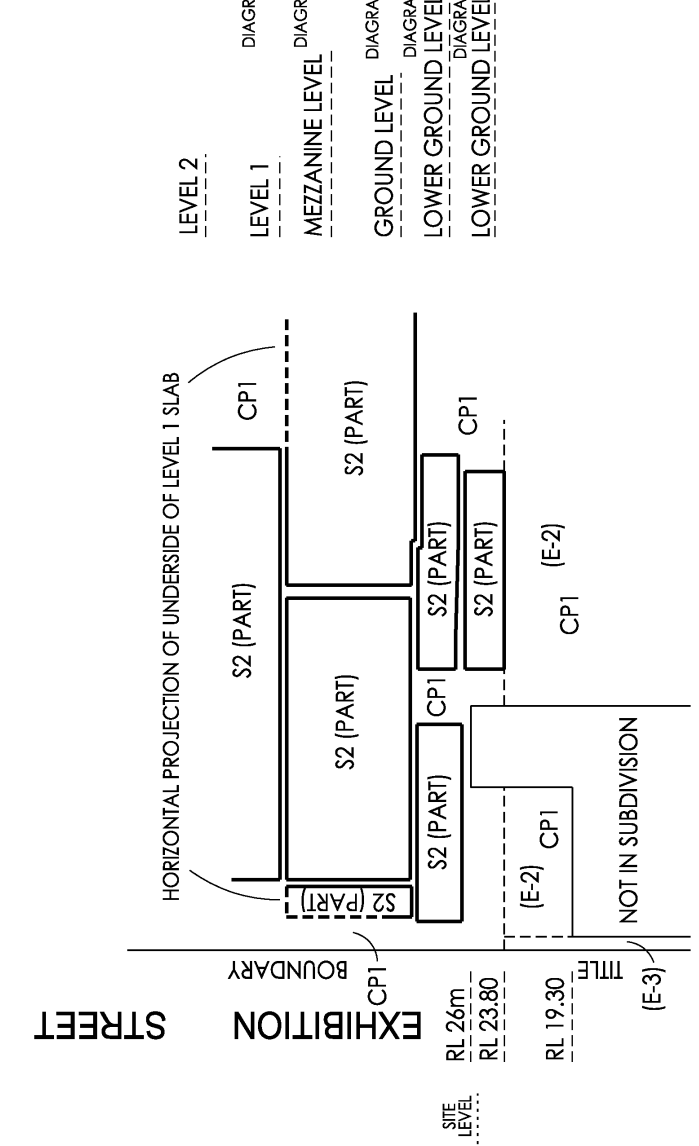
CROSS SECTION AD-AD'



CROSS SECTION AF-AF'



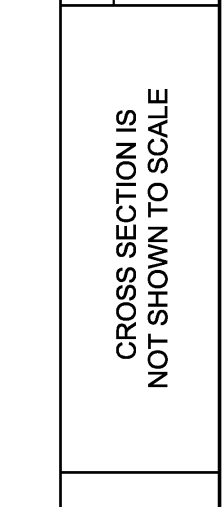
PLAN OF SUBDIVISION PS 811190V



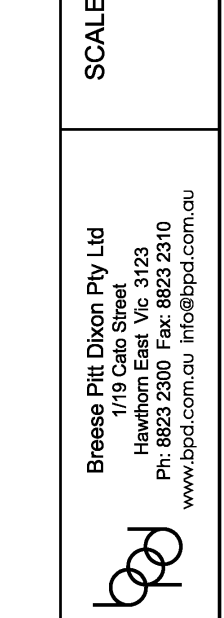
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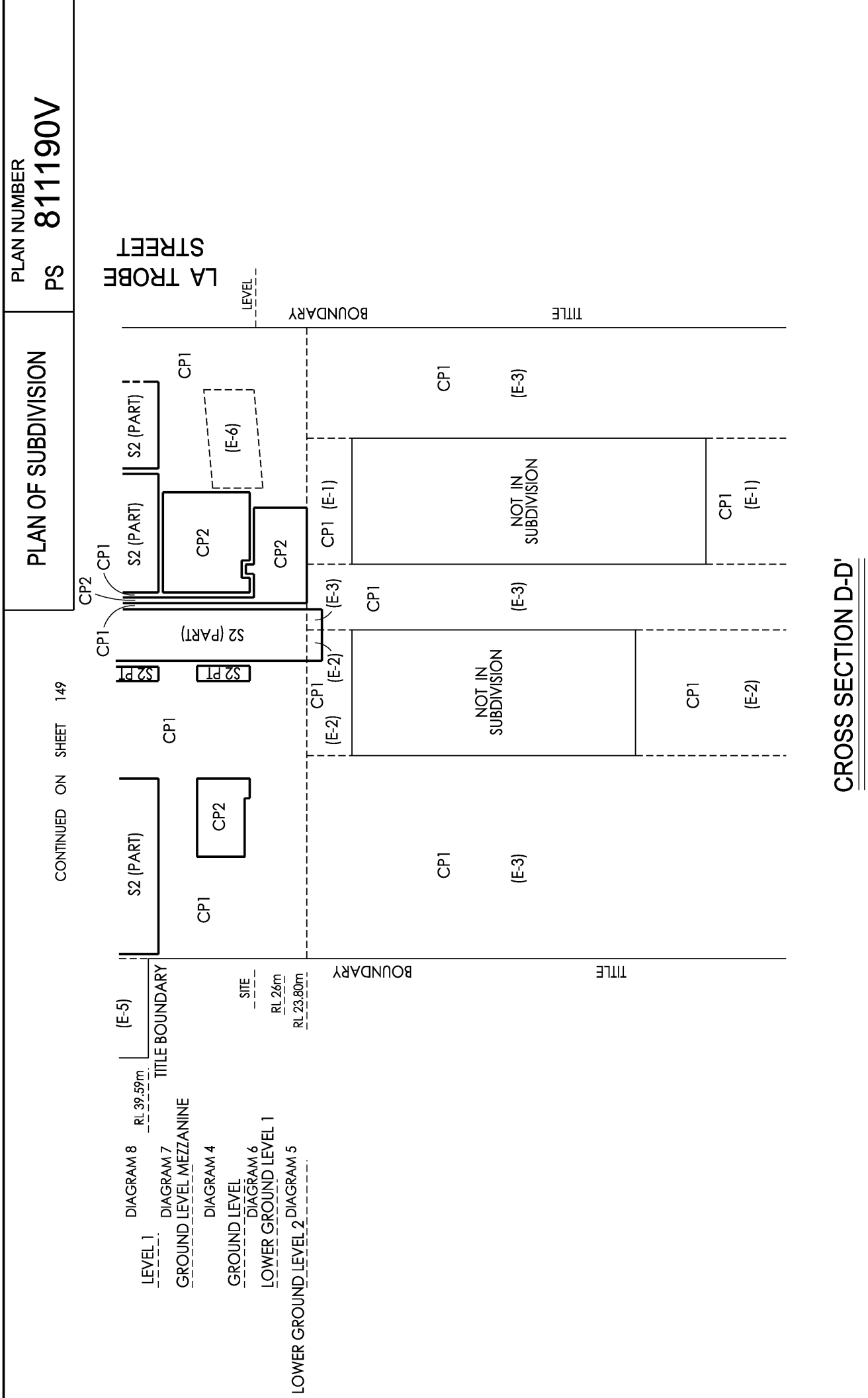
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
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Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C			

CROSS SECTION IS NOT SHOWN TO SCALE

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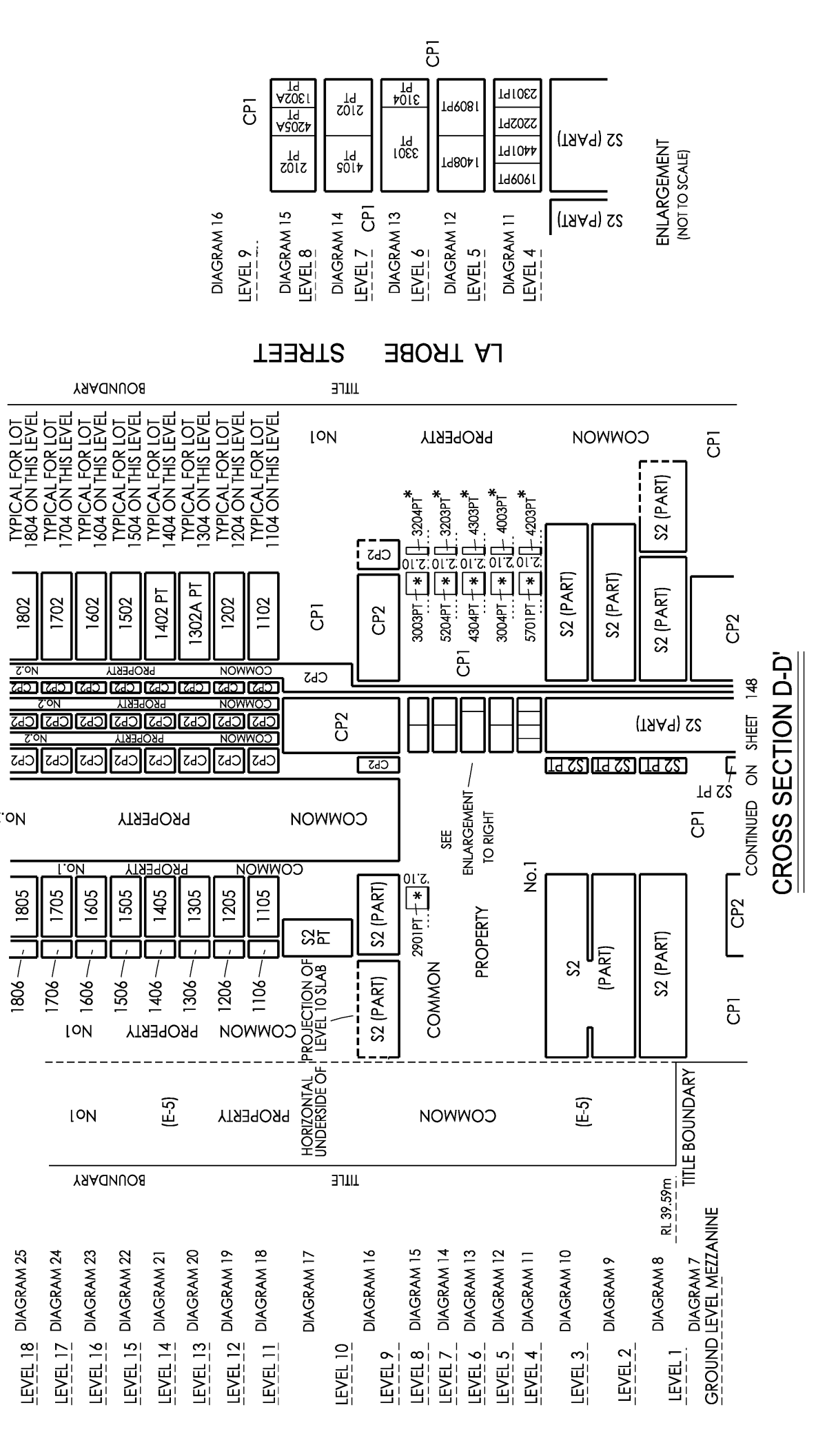
CROSS SECTION D-D'

 <p>Breed Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE</p>	<p>CROSS SECTION IS NOT SHOWN TO SCALE</p>	<p>REF: 9319</p> <p>VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 148</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
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PLAN NUMBER
PS 811190V

PLAN OF SUBDIVISION

CONTINUED ON SHEET 150

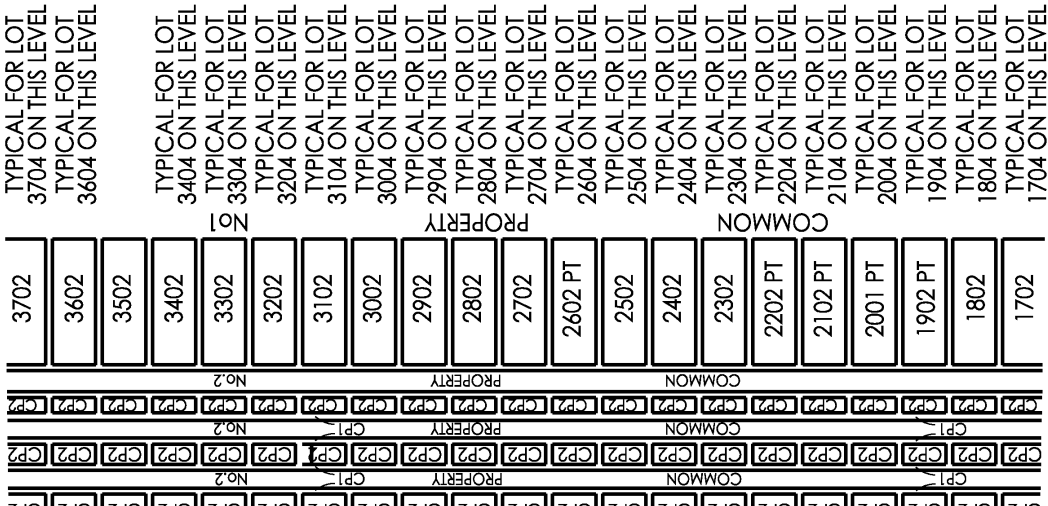
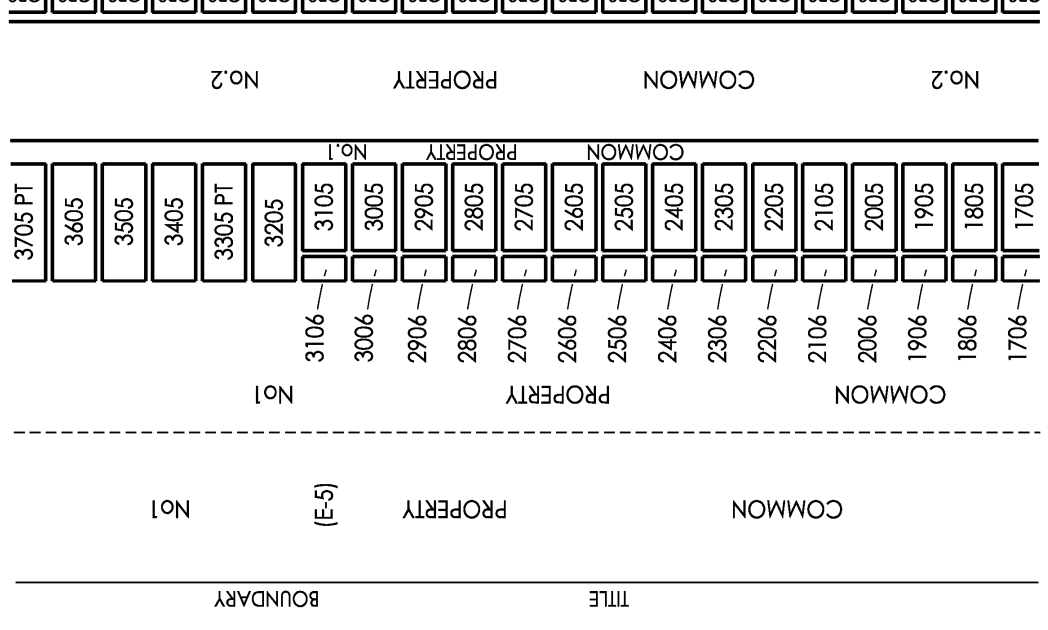


 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE	CROSS SECTION IS NOT SHOWN TO SCALE	REF: 9319	VERSION: 18	ORIGINAL SHEET SIZE A3	SHEET 149
	CROSS SECTION D-D'		LICENSED SURVEYOR: SIMON COX			

PLAN OF SUBDIVISION
 PS 811190V
 PLAN NUMBER

CONTINUED ON SHEET 151


- LEVEL 37 DIAGRAM 44
- LEVEL 36 DIAGRAM 43
- LEVEL 35 DIAGRAM 42
- LEVEL 34 DIAGRAM 41
- LEVEL 33 DIAGRAM 40
- LEVEL 32 DIAGRAM 39
- LEVEL 31 DIAGRAM 38
- LEVEL 30 DIAGRAM 37
- LEVEL 29 DIAGRAM 36
- LEVEL 28 DIAGRAM 35
- LEVEL 27 DIAGRAM 34
- LEVEL 26 DIAGRAM 33
- LEVEL 25 DIAGRAM 32
- LEVEL 24 DIAGRAM 31
- LEVEL 23 DIAGRAM 30
- LEVEL 22 DIAGRAM 29
- LEVEL 21 DIAGRAM 28
- LEVEL 20 DIAGRAM 27
- LEVEL 19 DIAGRAM 26
- LEVEL 18 DIAGRAM 25
- LEVEL 17



LA TROBE STREET

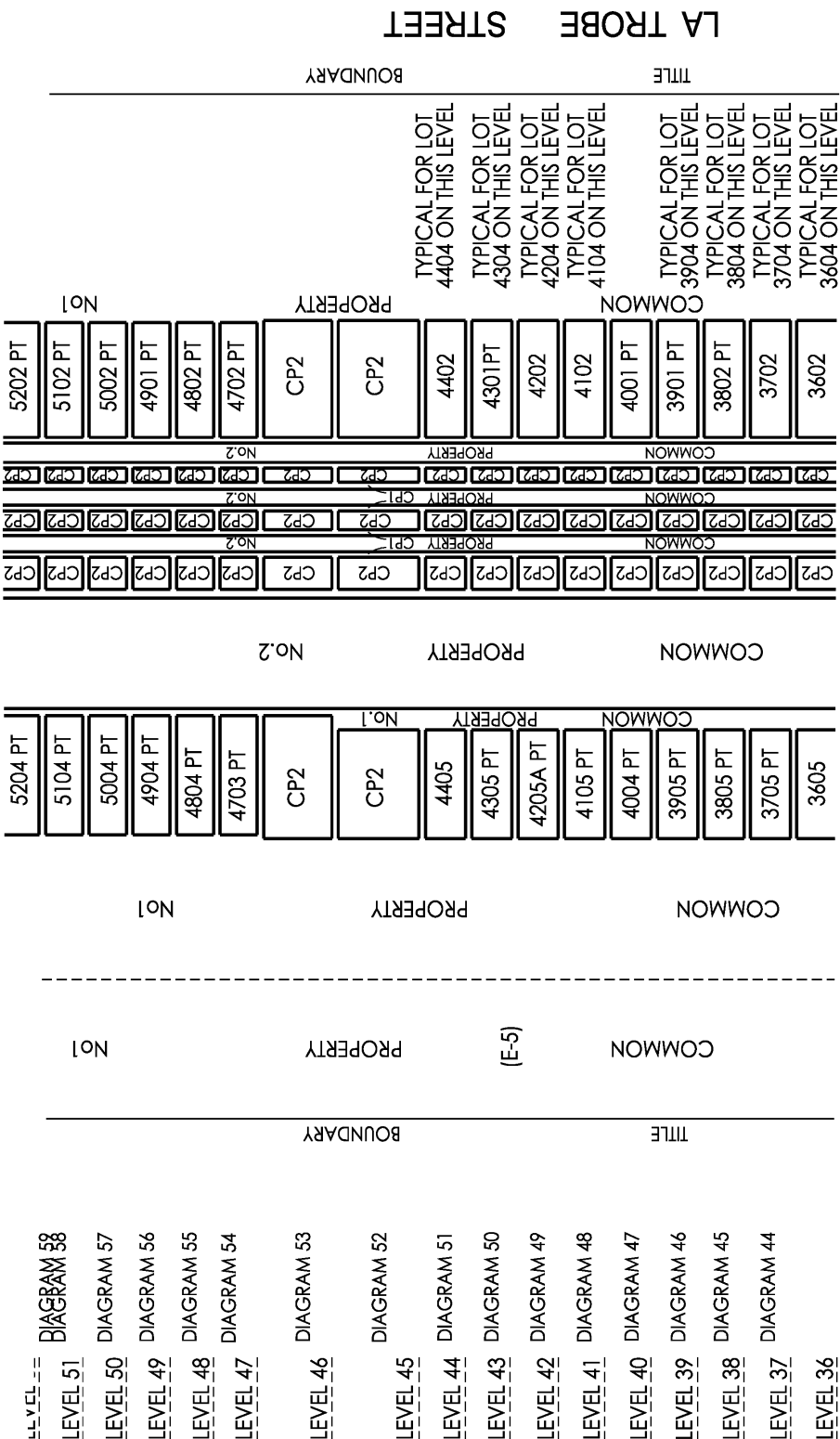
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CROSS SECTION D-D'

 <p>Breed Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE</p>	<p>CROSS SECTION IS NOT SHOWN TO SCALE</p>	<p>REF: 9319 VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 150</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
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
PLAN OF SUBDIVISION
 PS 811190V
 PLAN NUMBER

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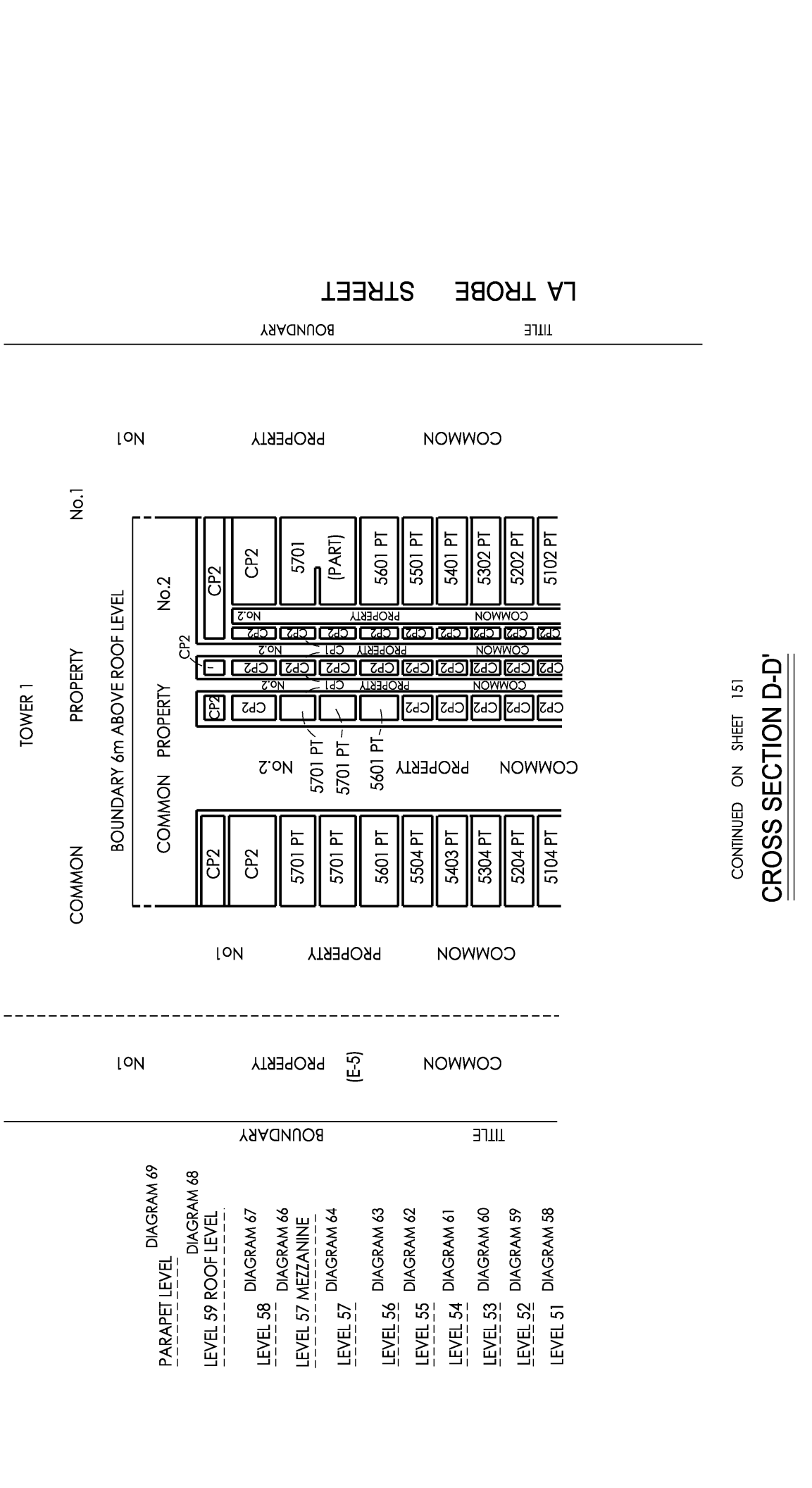
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CROSS SECTION D-D'

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE</p>	<p>CROSS SECTION IS NOT SHOWN TO SCALE</p>	<p>REF: 9319 LICENSED SURVEYOR: SIMON COX</p>	<p>VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 151</p>
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
PLAN OF SUBDIVISION

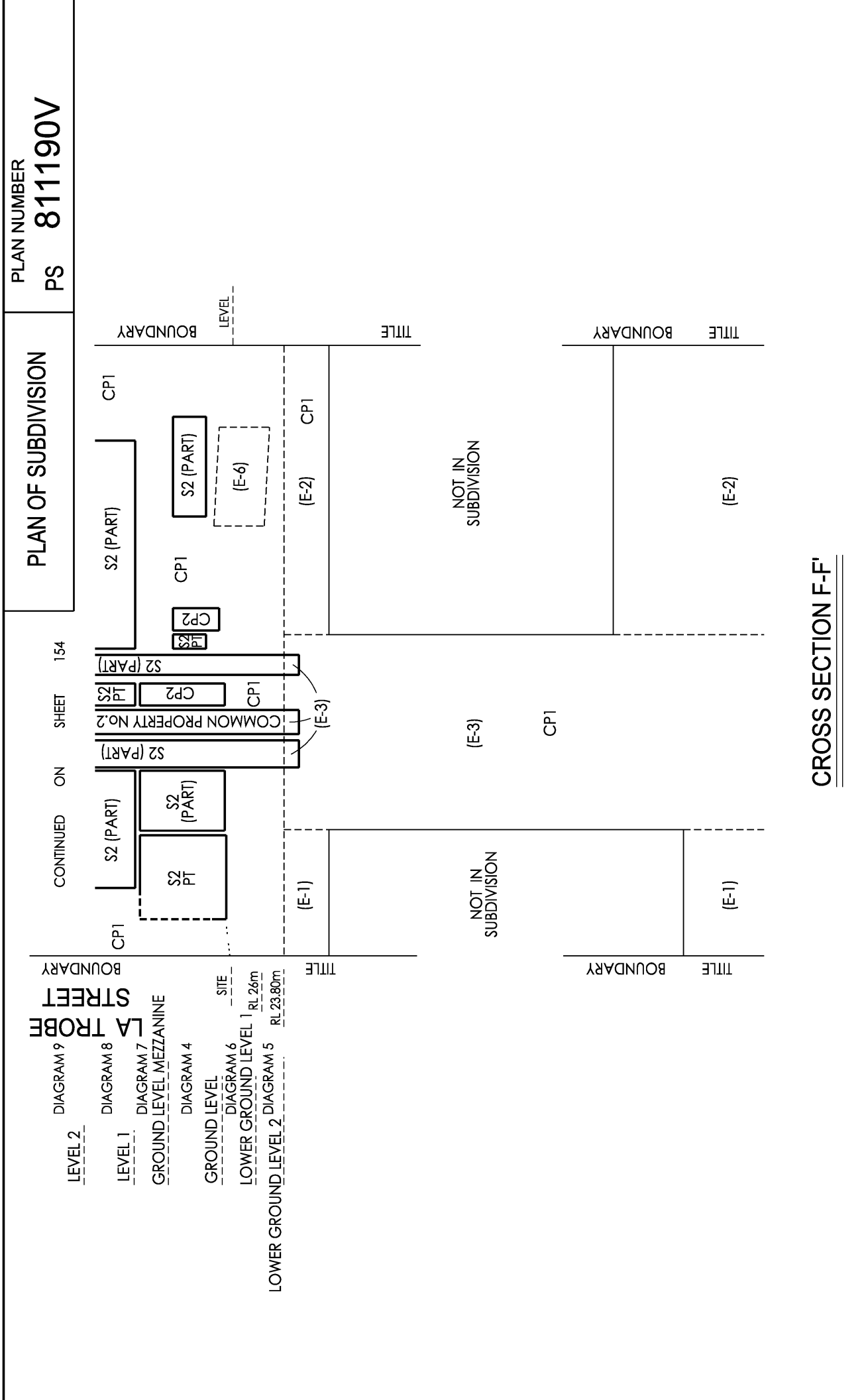
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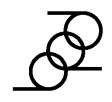
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CROSS SECTION D-D'

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE</p> <p>CROSS SECTION IS NOT SHOWN TO SCALE</p>	<p>REF: 9319</p> <p>VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 152</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
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<p>PLAN NUMBER PS 811190V</p>		<p>PLAN OF SUBDIVISION</p>	
<p>CONTINUED ON SHEET 154</p>	<p>REF: 9319</p>	<p>VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3</p>
<p>DIAGRAM 9 LEVEL 2 DIAGRAM 8 LEVEL 1 DIAGRAM 7 GROUND LEVEL MEZZANINE DIAGRAM 4 GROUND LEVEL DIAGRAM 6 LOWER GROUND LEVEL 1 RL 26m DIAGRAM 5 LOWER GROUND LEVEL 2 RL 23.80m</p>	<p>CROSS SECTION IS NOT SHOWN TO SCALE</p>		<p>SHEET 153</p>
<p>LA TROBE STREET</p>	<p>CROSS SECTION F-F'</p>		<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
<p>COMMON PROPERTY No.2</p>	<p>NOT SHOWN TO SCALE</p>		<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
<p>S2 (PART)</p>	<p>NOT IN SUBDIVISION</p>		<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
<p>S2 PT</p>	<p>NOT IN SUBDIVISION</p>		<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
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<p>S2 (PART)</p>	<p>NOT IN SUBDIVISION</p>		<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
<p>CP1</p>	<p>NOT IN SUBDIVISION</p>		<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
<p>CP2</p>	<p>NOT IN SUBDIVISION</p>		<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
<p>CP3</p>	<p>NOT IN SUBDIVISION</p>		<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
<p>S2 (PART)</p>	<p>NOT IN SUBDIVISION</p>		<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
<p>(E-1)</p>	<p>NOT IN SUBDIVISION</p>		<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
<p>(E-2)</p>	<p>NOT IN SUBDIVISION</p>		<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
<p>(E-3)</p>	<p>NOT IN SUBDIVISION</p>		<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
<p>BOUNDARY</p>	<p>NOT IN SUBDIVISION</p>		<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
<p>TITLE</p>	<p>NOT IN SUBDIVISION</p>		<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
<p>BOUNDARY</p>	<p>NOT IN SUBDIVISION</p>		<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
<p>TITLE</p>	<p>NOT IN SUBDIVISION</p>		<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
<p>LEVEL</p>	<p>NOT IN SUBDIVISION</p>		<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
<p>LOWER GROUND LEVEL 1 RL 26m</p>	<p>NOT IN SUBDIVISION</p>		<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
<p>LOWER GROUND LEVEL 2 RL 23.80m</p>	<p>NOT IN SUBDIVISION</p>		<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>

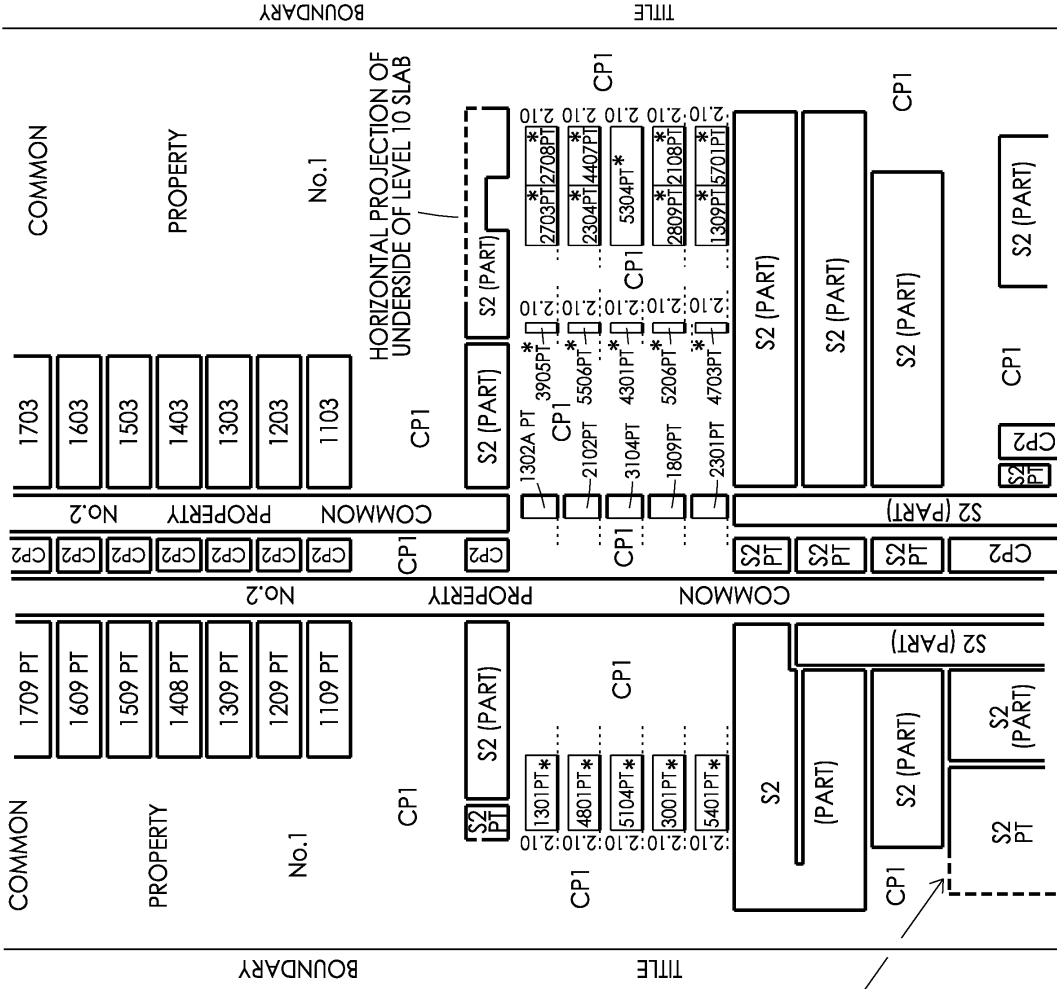


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PLAN NUMBER
PS 811190V

PLAN OF SUBDIVISION

CONTINUED ON SHEET 155



LEVEL 17 DIAGRAM 24
 LEVEL 16 DIAGRAM 23
 LEVEL 15 DIAGRAM 22
 LEVEL 14 DIAGRAM 21
 LEVEL 13 DIAGRAM 20
 LEVEL 12 DIAGRAM 19
 LEVEL 11 DIAGRAM 18

DIAGRAM 17
 LEVEL 10
 DIAGRAM 16
 LEVEL 9
 LEVEL 8 DIAGRAM 15
 LEVEL 7 DIAGRAM 14
 LEVEL 6 DIAGRAM 13
 LEVEL 5 DIAGRAM 12
 LEVEL 4 DIAGRAM 11

DIAGRAM 10
 DIAGRAM 9
 LEVEL 2
 DIAGRAM 8
 DIAGRAM 7
 GROUND LEVEL MEZZANINE

HORIZONTAL PROJECTION OF
UNDERSIDE OF LEVEL 1 SLAB

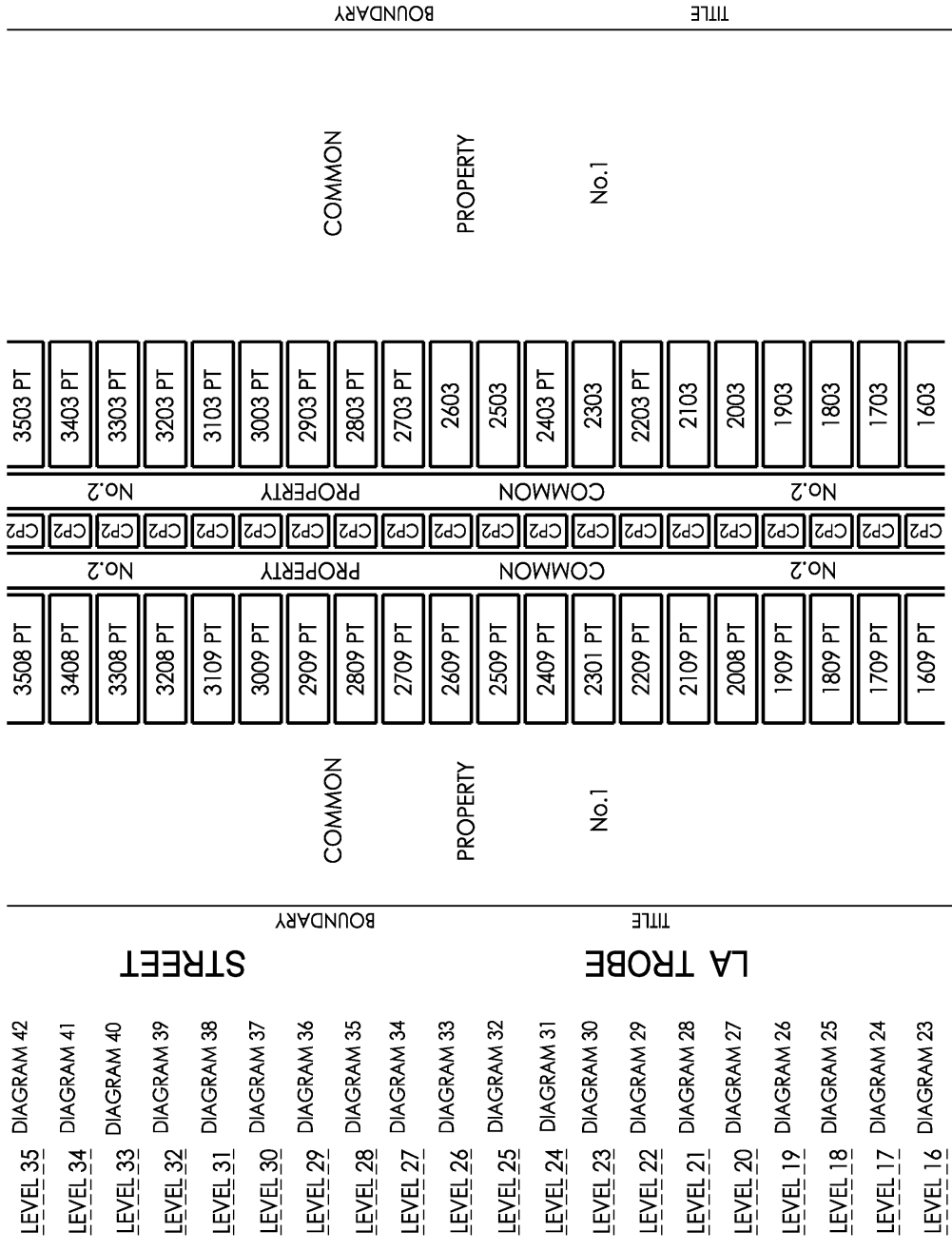
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CROSS SECTION F-F'

 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE	CROSS SECTION IS NOT SHOWN TO SCALE	REF: 9319 VERSION: 18 LICENSED SURVEYOR: SIMON COX	ORIGINAL SHEET SIZE A3 SHEET 154
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
PLAN OF SUBDIVISION
 PLAN NUMBER
 PS 811190V

CONTINUED ON SHEET 156



CONTINUED ON SHEET 154

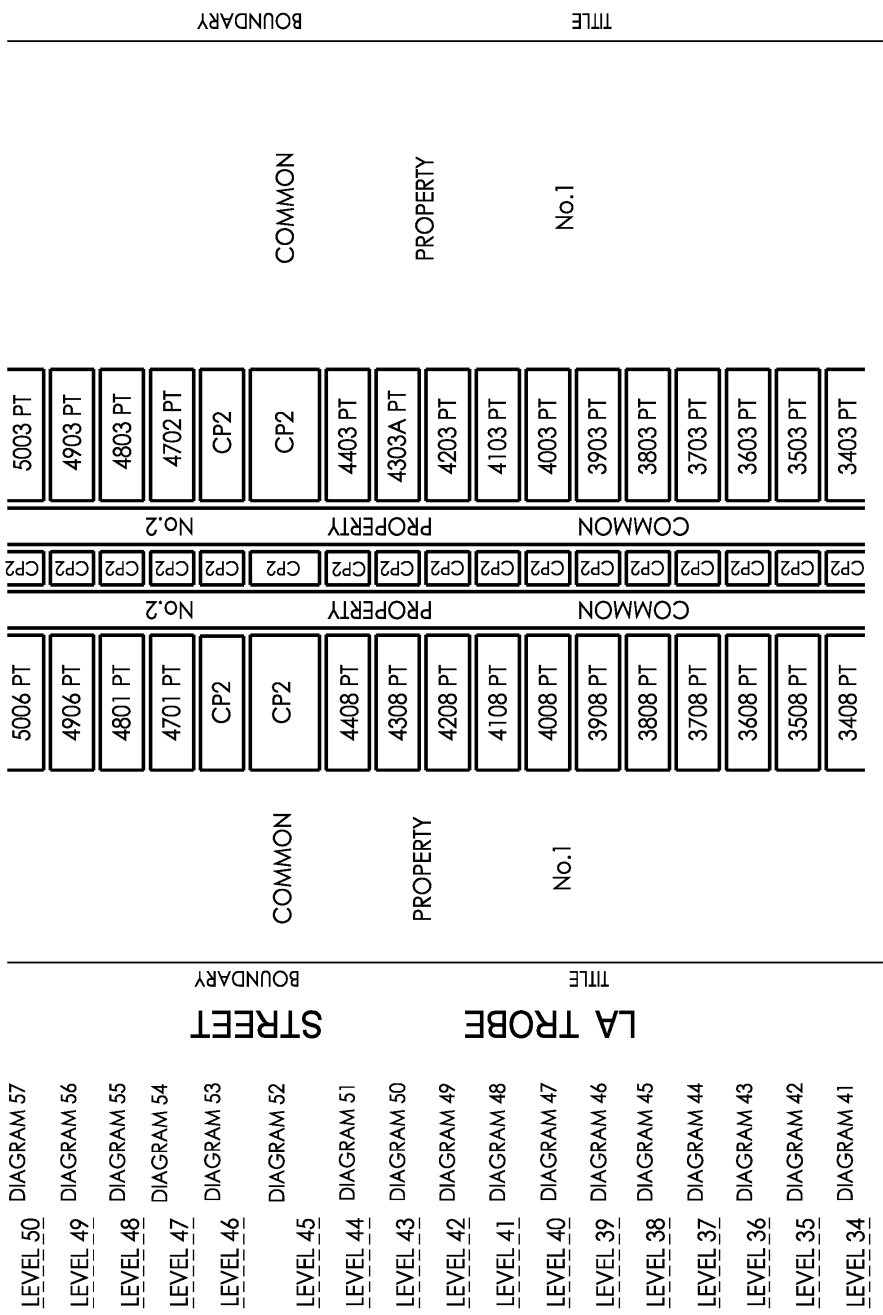
CROSS SECTION F-F'

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE</p>	<p>CROSS SECTION IS NOT SHOWN TO SCALE</p>	<p>REF: 9319 VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 155</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
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PLAN OF SUBDIVISION


PLAN NUMBER
PS 811190V

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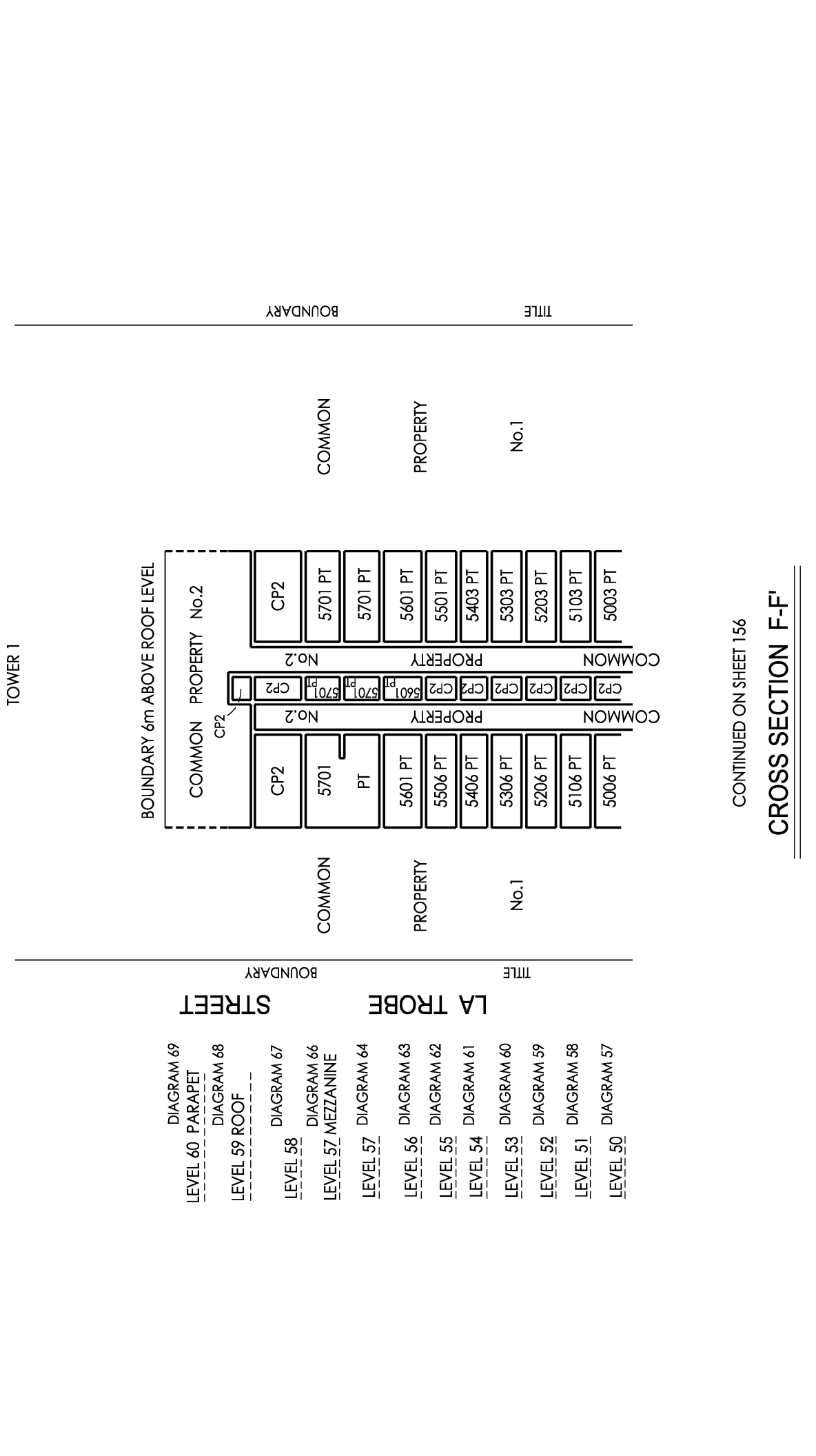
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CROSS SECTION F-F'

 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE CROSS SECTION IS NOT SHOWN TO SCALE	REF: 9319 LICENSED SURVEYOR: SIMON COX	VERSION: 18 SHEET 156
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
PLAN OF SUBDIVISION

PLAN NUMBER
PS 811190V



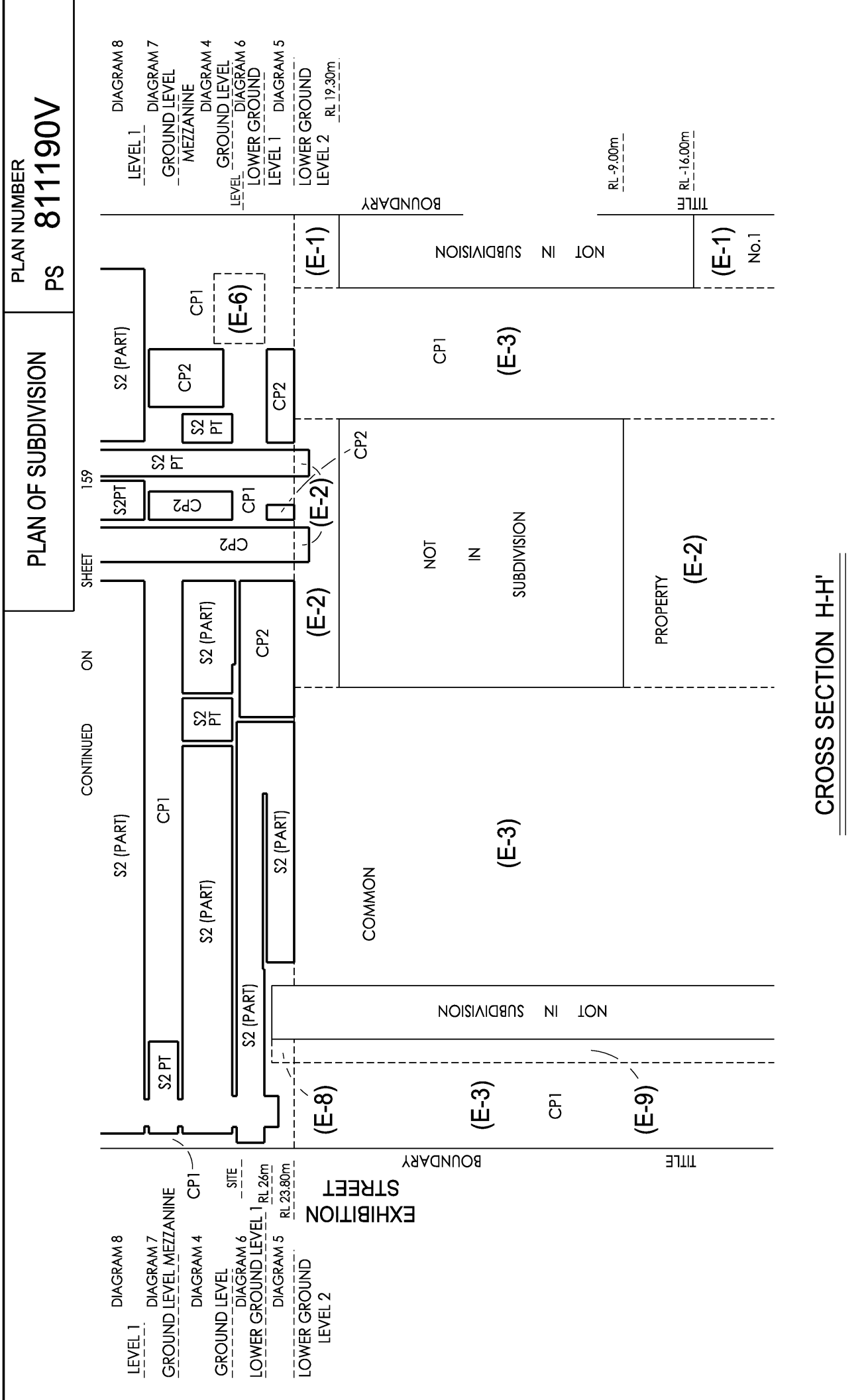
CONTINUED ON SHEET 156

CROSS SECTION F-F'

 <p>Breed Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE</p>	<p>CROSS SECTION IS NOT SHOWN TO SCALE</p>	<p>REF: 9319 VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 157</p>
<p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>				

Digitally signed by:
Melbourne City Council,
19/09/2022,
SPEAR Ref: S150011C

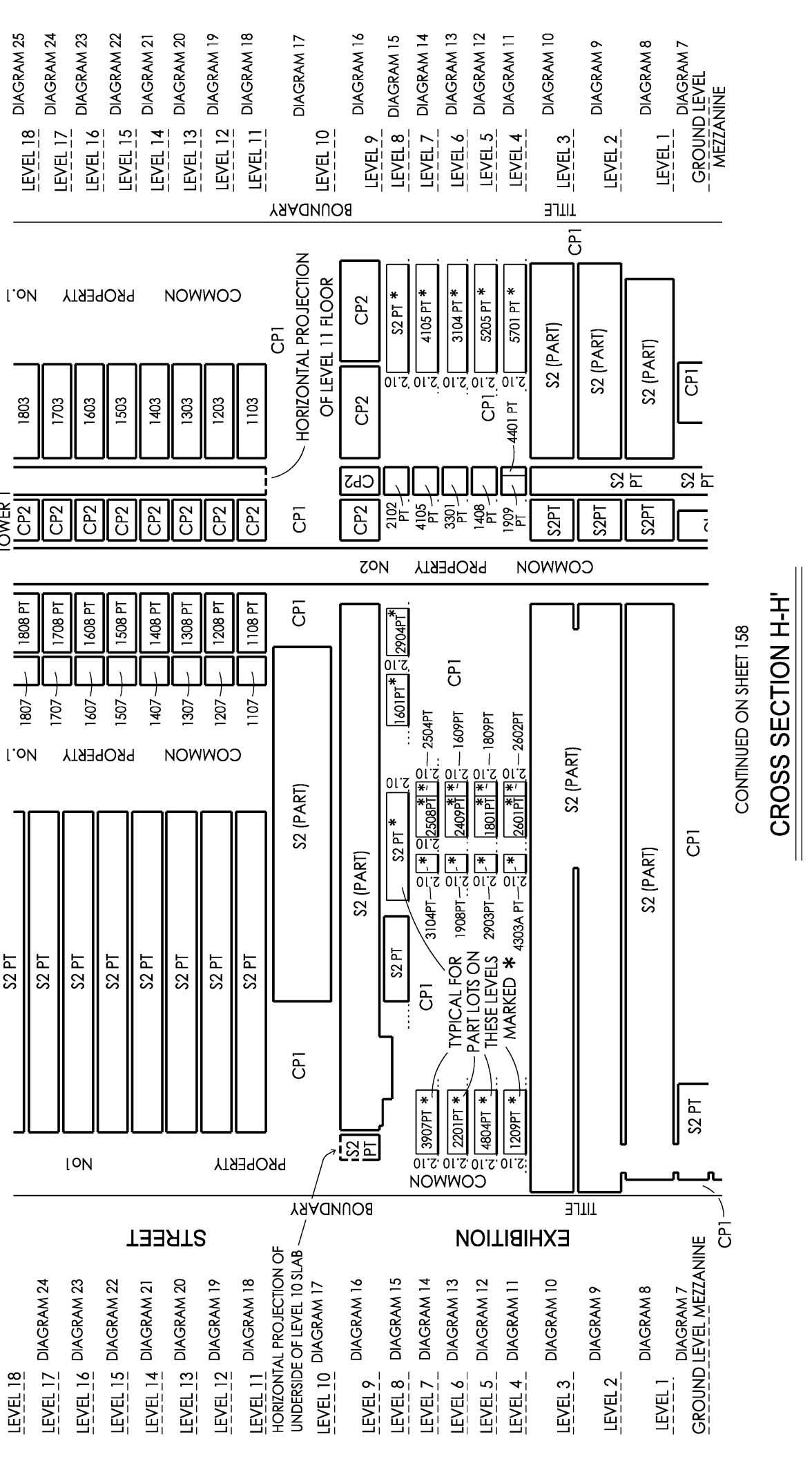
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Surveyor's Plan Version (18),
23/08/2022, SPEAR Ref: S150011C




<p>PLAN NUMBER PS 811190V</p>		<p>PLAN OF SUBDIVISION</p>	
<p>CONTINUED ON SHEET 159</p>	<p>REF: 9319</p>	<p>VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3</p>
<p>DIAGRAM 8 LEVEL 1 GROUND LEVEL MEZZANINE DIAGRAM 4 GROUND LEVEL DIAGRAM 6 LOWER GROUND LEVEL 1 RL 26m DIAGRAM 5 LOWER GROUND LEVEL 2 RL 23.80m</p>	<p>DIAGRAM 8 LEVEL 1 GROUND LEVEL MEZZANINE DIAGRAM 4 GROUND LEVEL DIAGRAM 6 LOWER GROUND LEVEL 1 RL 19.30m LOWER GROUND LEVEL 2 RL 9.00m LOWER GROUND LEVEL 2 RL 16.00m</p>	<p>PROPERTY (E-2)</p> <p>NOT IN SUBDIVISION (E-3)</p> <p>COMMON (E-3)</p> <p>NOT IN SUBDIVISION (E-2)</p> <p>NOT IN SUBDIVISION (E-1)</p> <p>No.1 (E-1)</p>	<p>SHEET 158</p>
<p>CROSS SECTION H-H'</p>		<p>CROSS SECTION IS NOT SHOWN TO SCALE</p>	
<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>		<p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
<p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>			

PLAN OF SUBDIVISION
PS 811190V

PLAN NUMBER
PS 811190V



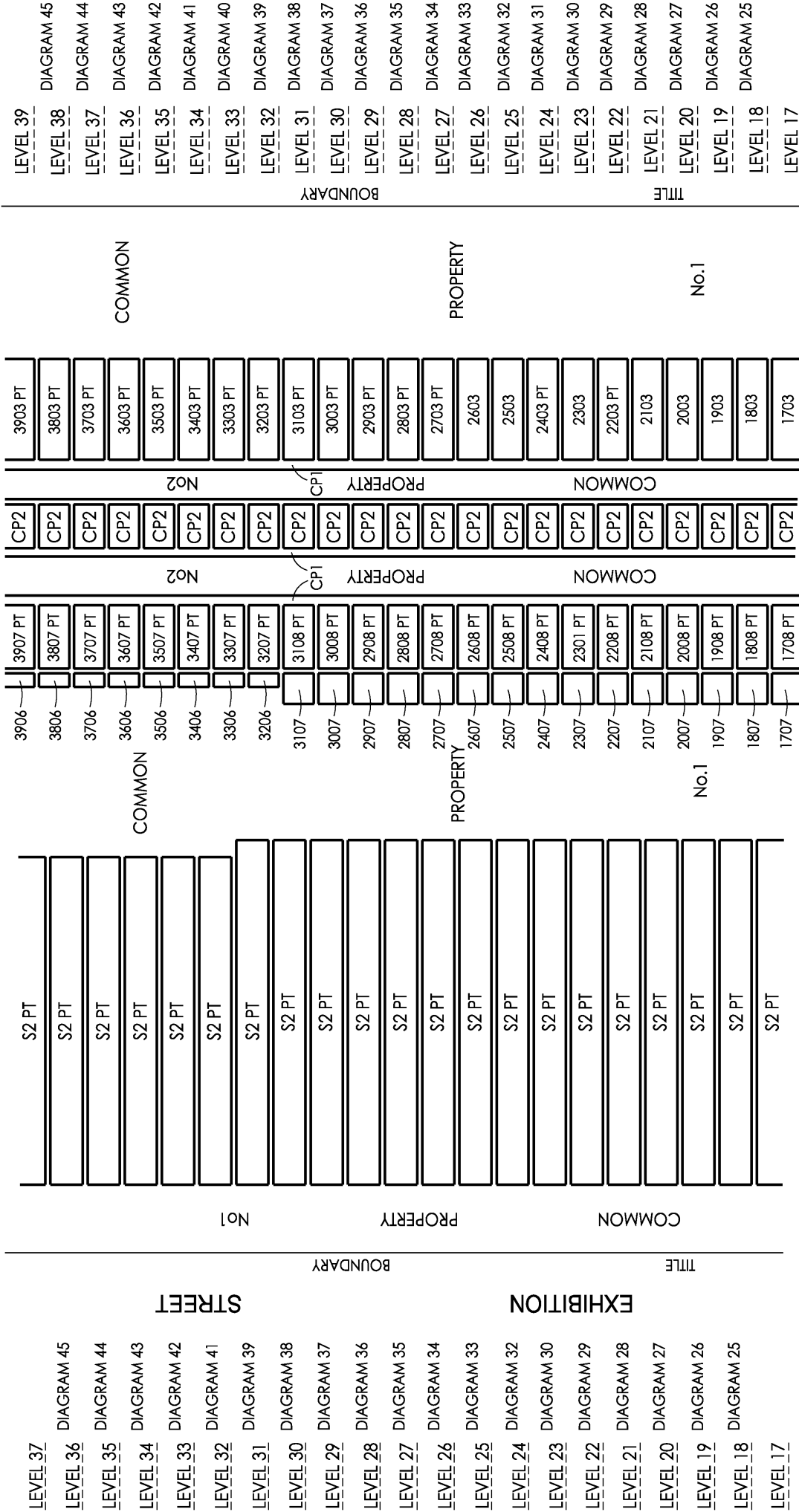
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	CROSS SECTION H-H'		LICENSED SURVEYOR: SIMON COX			

CONTINUED ON SHEET 158

PLAN OF SUBDIVISION
PS 811190V
PLAN NUMBER

PS 811190V
PLAN NUMBER

CONTINUED ON SHEET 161



CONTINUED ON SHEET 159

CROSS SECTION H-H'

Breese Pitt Dixon Pty Ltd
 1/19 Cato Street
 Hawthorn East Vic 3123
 Ph: 8823 2300 Fax: 8823 2310
 www.bpd.com.au info@bpd.com.au



Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.

SCALE

CROSS SECTION IS
NOT SHOWN TO SCALE

REF: 9319

VERSION: 18

SHEET 160

ORIGINAL SHEET SIZE A3

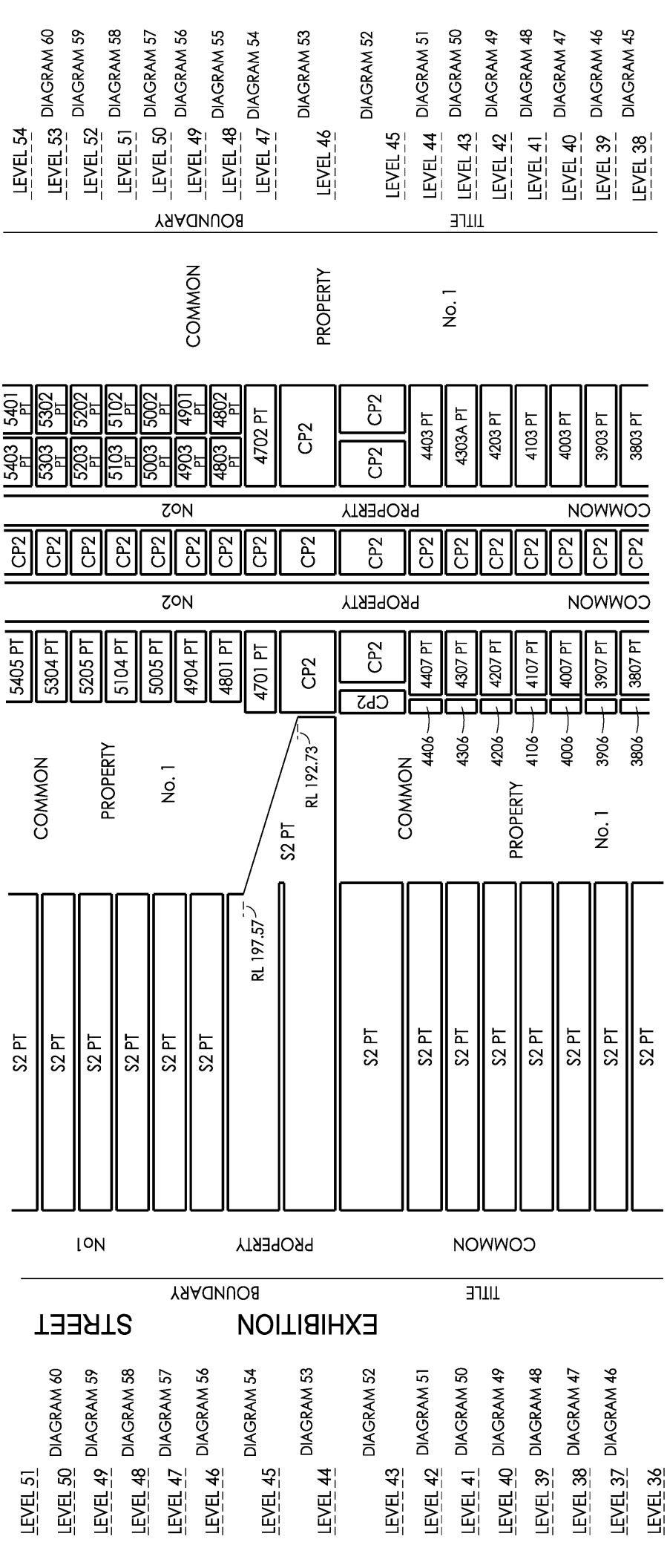
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 Surveyor's Plan Version (18),
 23/08/2022, SPEAR Ref: S150011C

Digitally signed by:
 Melbourne City Council,
 19/09/2022,
 SPEAR Ref: S150011C

CONTINUED ON SHEET 162


PLAN OF SUBDIVISION

PLAN NUMBER
PS 811190V



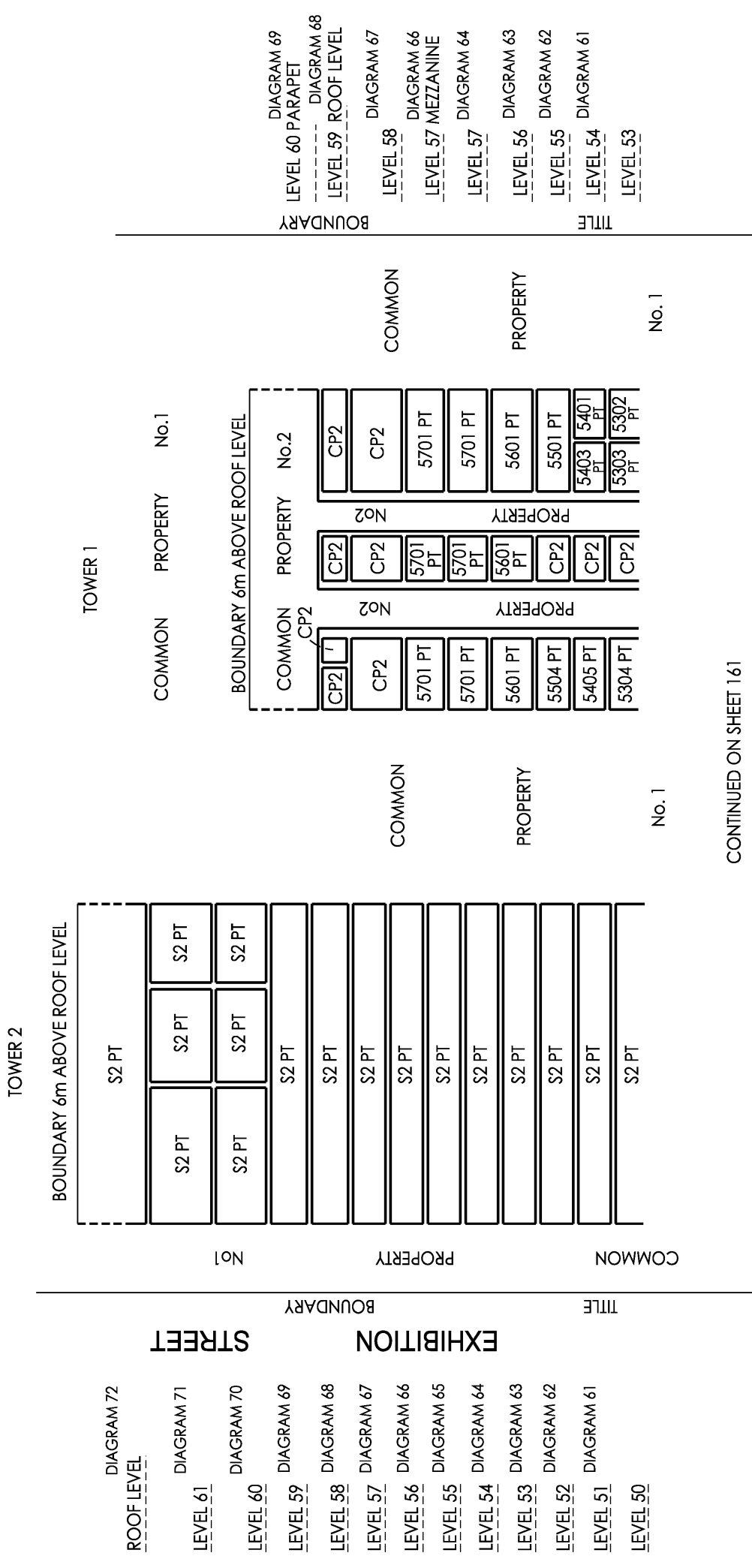
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CROSS SECTION H-H'

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
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PLAN NUMBER
PS 811190V



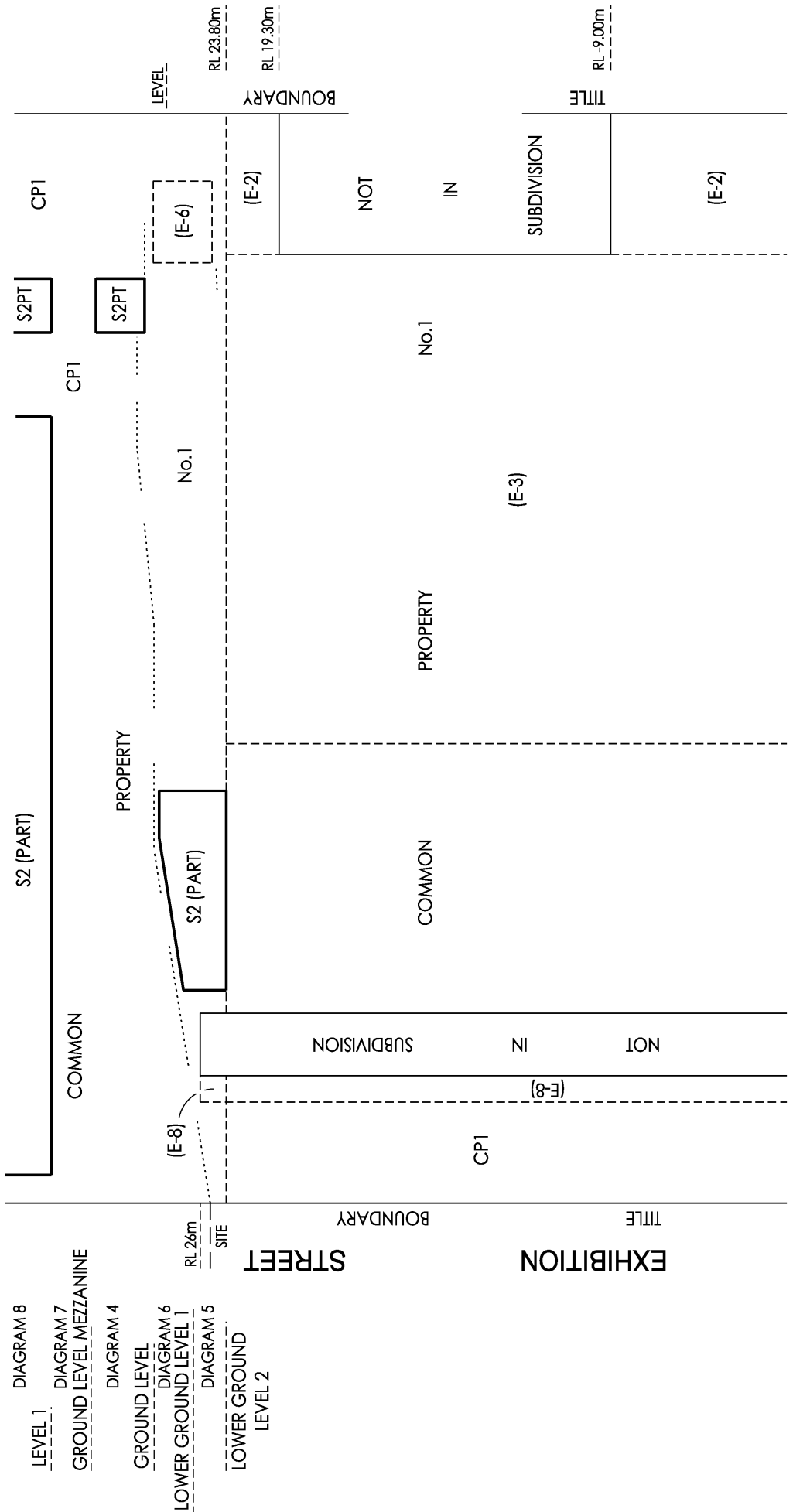
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CROSS SECTION H-H'


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		<p>VERSION: 18</p>	<p>SHEET 162</p>
		<p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>	

PLAN OF SUBDIVISION
 PS 811190V

SEE SHEET 164

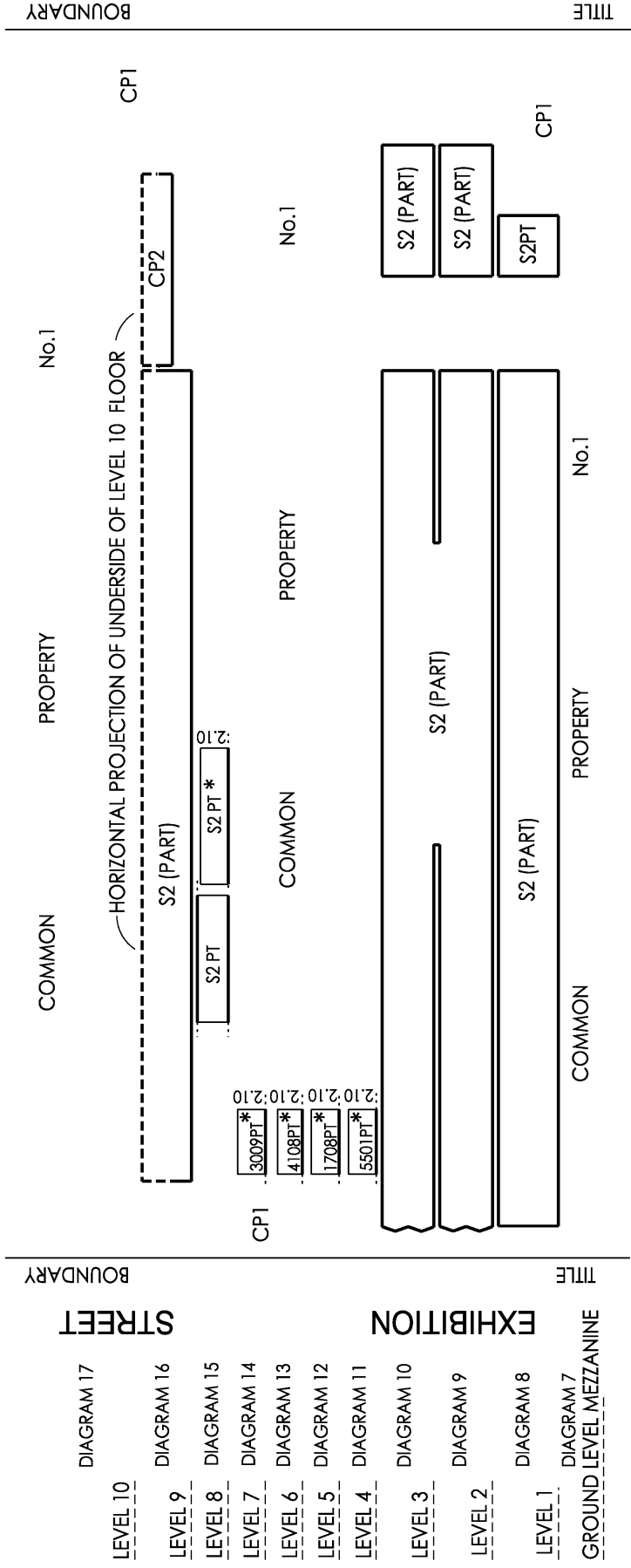


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
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	Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C	

PLAN OF SUBDIVISION

PLAN NUMBER
PS 811190V

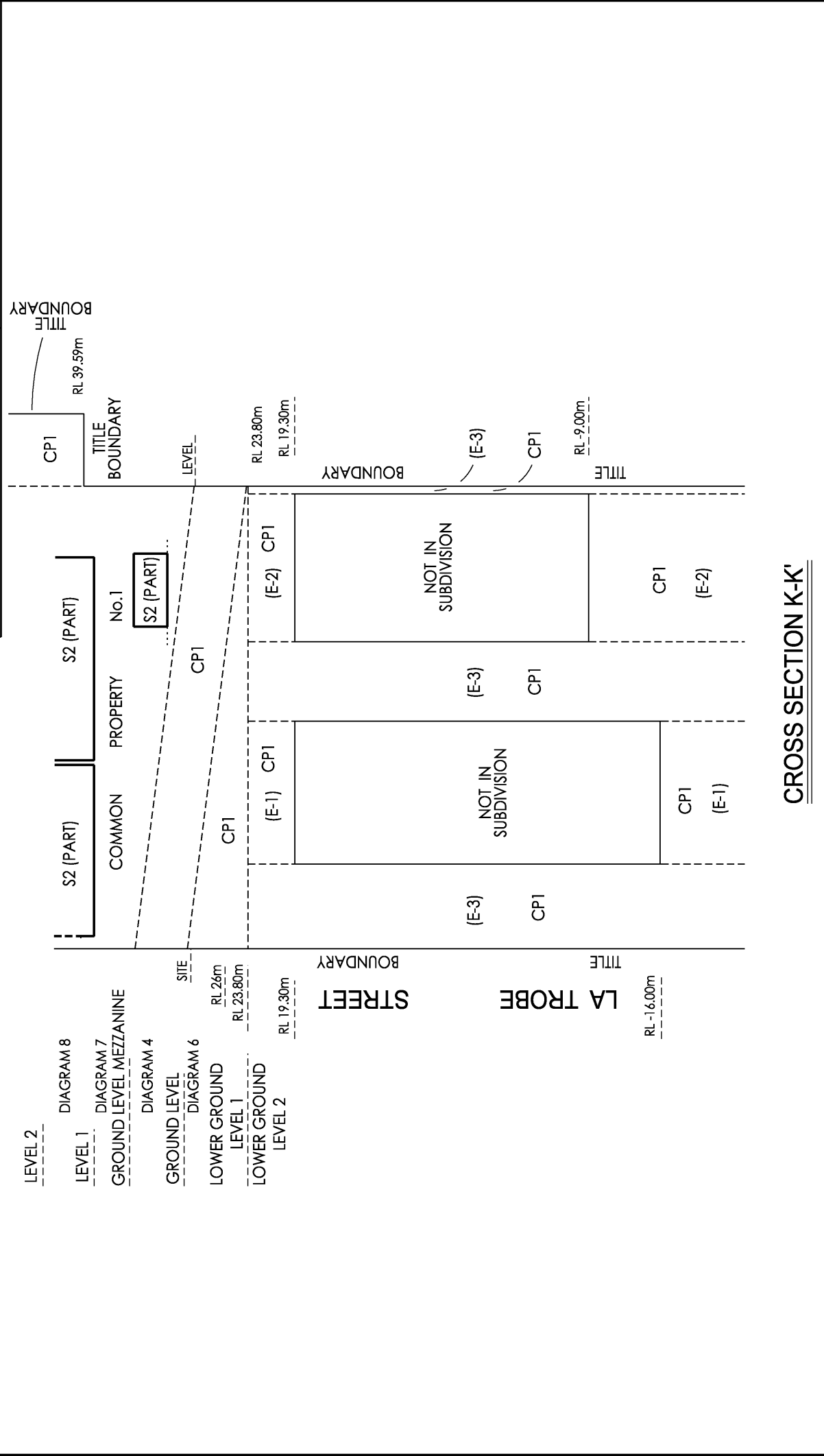



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PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V

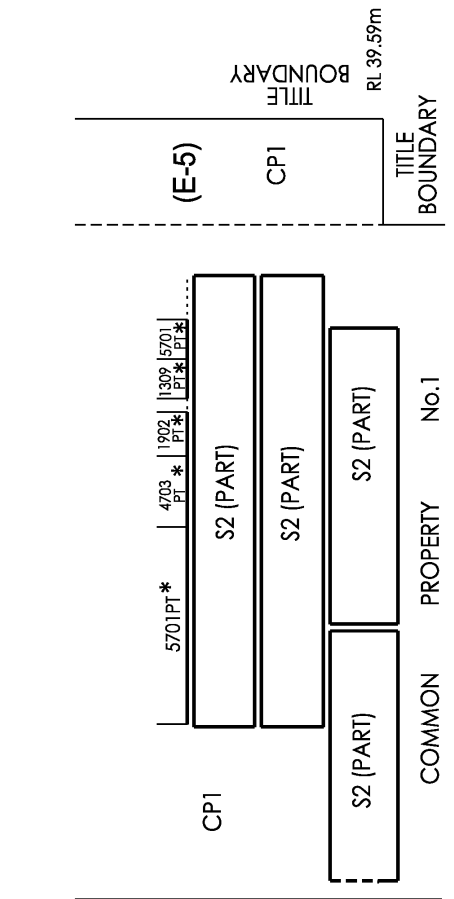


 Breed Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE	CROSS SECTION IS NOT SHOWN TO SCALE		REF: 9319	VERSION: 18	ORIGINAL SHEET SIZE A3	SHEET 165
	Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C						

PLAN OF SUBDIVISION


PLAN NUMBER
PS 811190V

LEVEL 4 DIAGRAM 11
 LEVEL 3 DIAGRAM 10
 LEVEL 2 DIAGRAM 9
 LEVEL 1 DIAGRAM 8
DIAGRAM 7
GROUND LEVEL MEZZANINE



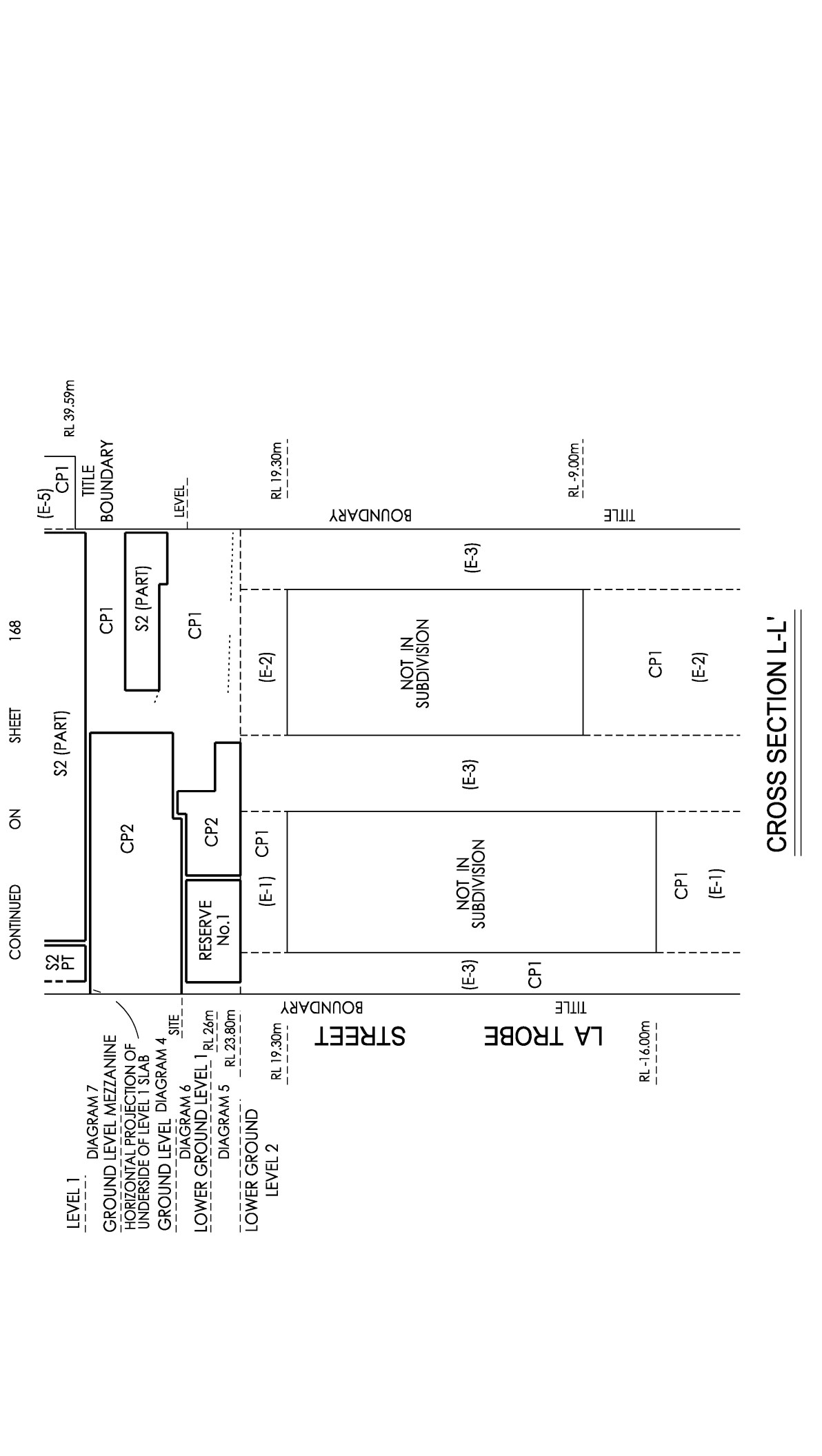
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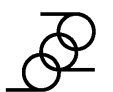
CROSS SECTION K-K'

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PLAN OF SUBDIVISION

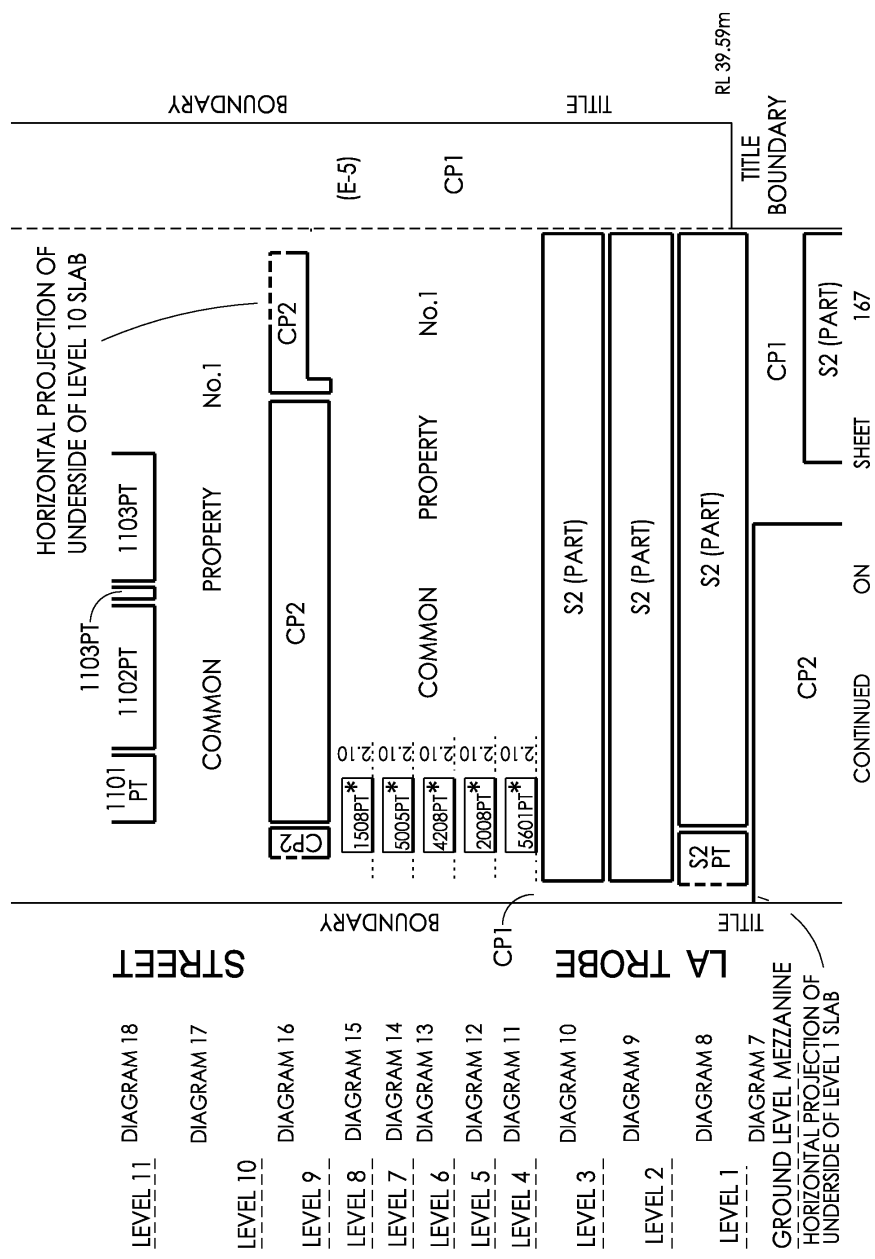
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
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Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C			

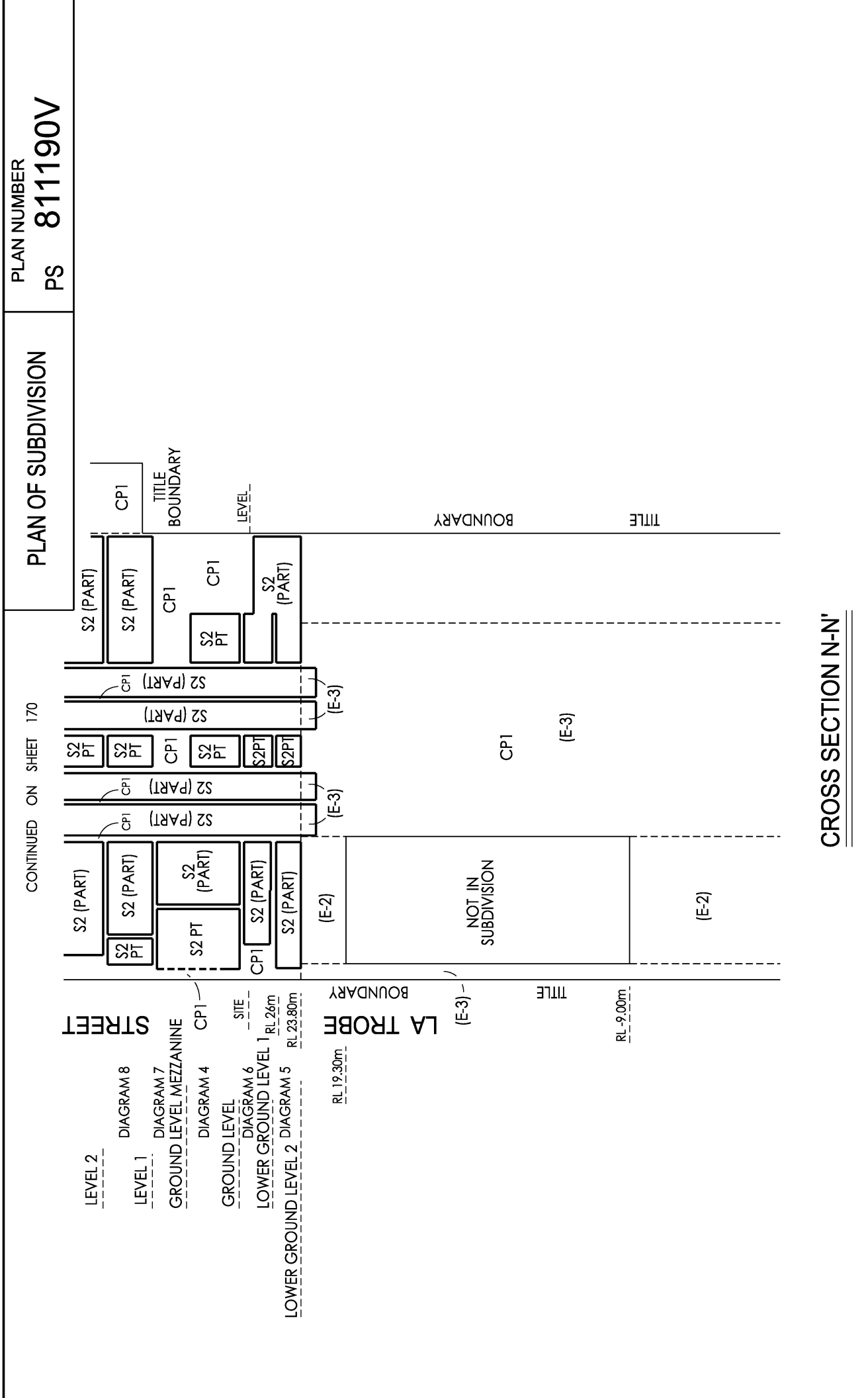
PLAN OF SUBDIVISION

PLAN NUMBER
PS 811190V



CROSS SECTION L-L'

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE</p> <p style="font-size: small;">CROSS SECTION IS NOT SHOWN TO SCALE</p>	<p>REF: 9319</p> <p style="font-size: x-small;">Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>VERSION: 18</p> <p style="font-size: x-small;">Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 19/09/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p style="font-size: x-small;">SPEAR Ref: S150011C</p>	<p>SHEET 168</p>
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PLAN NUMBER
PS 811190V

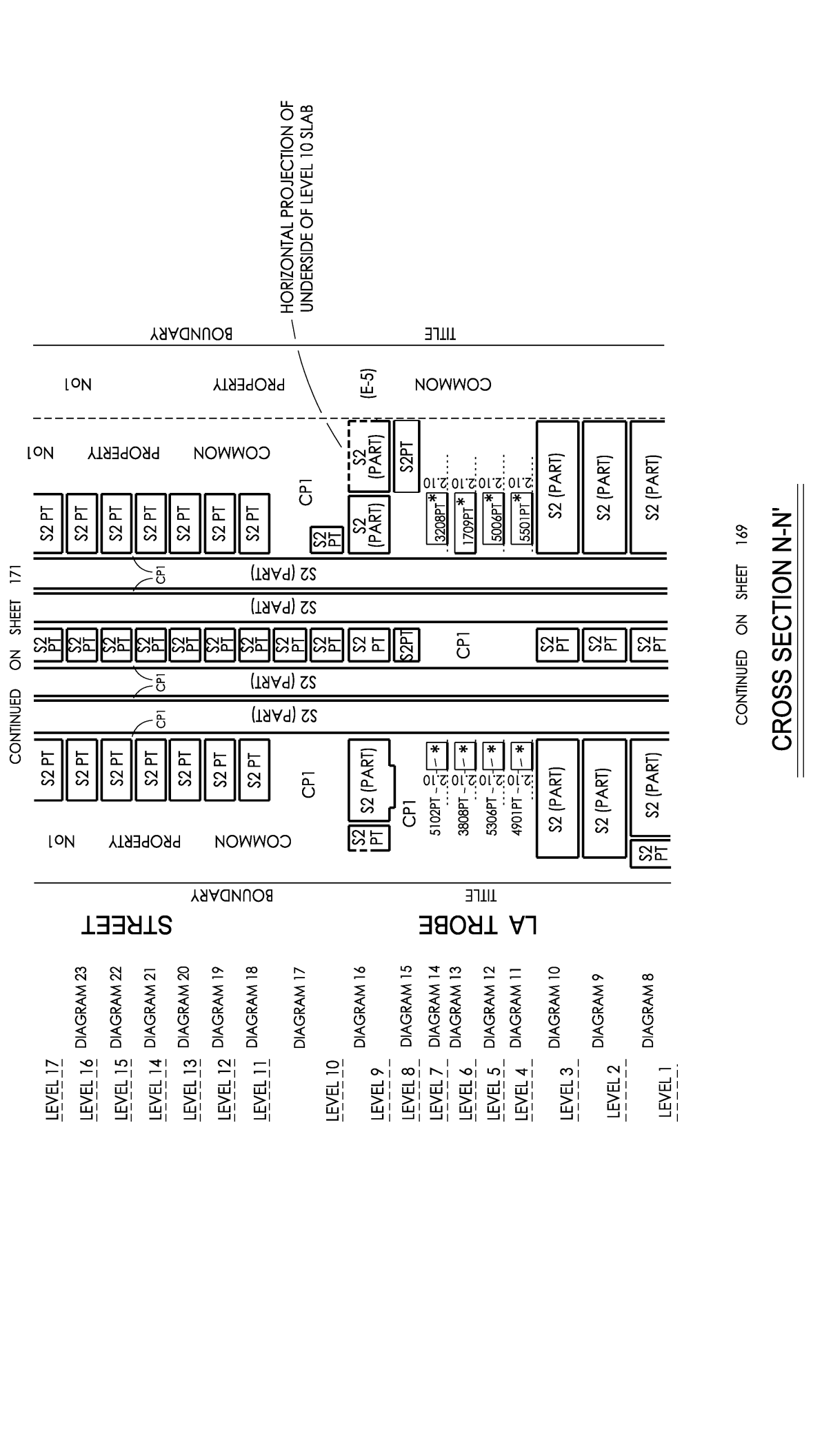
PLAN OF SUBDIVISION

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PLAN OF SUBDIVISION

PLAN NUMBER
PS 811190V

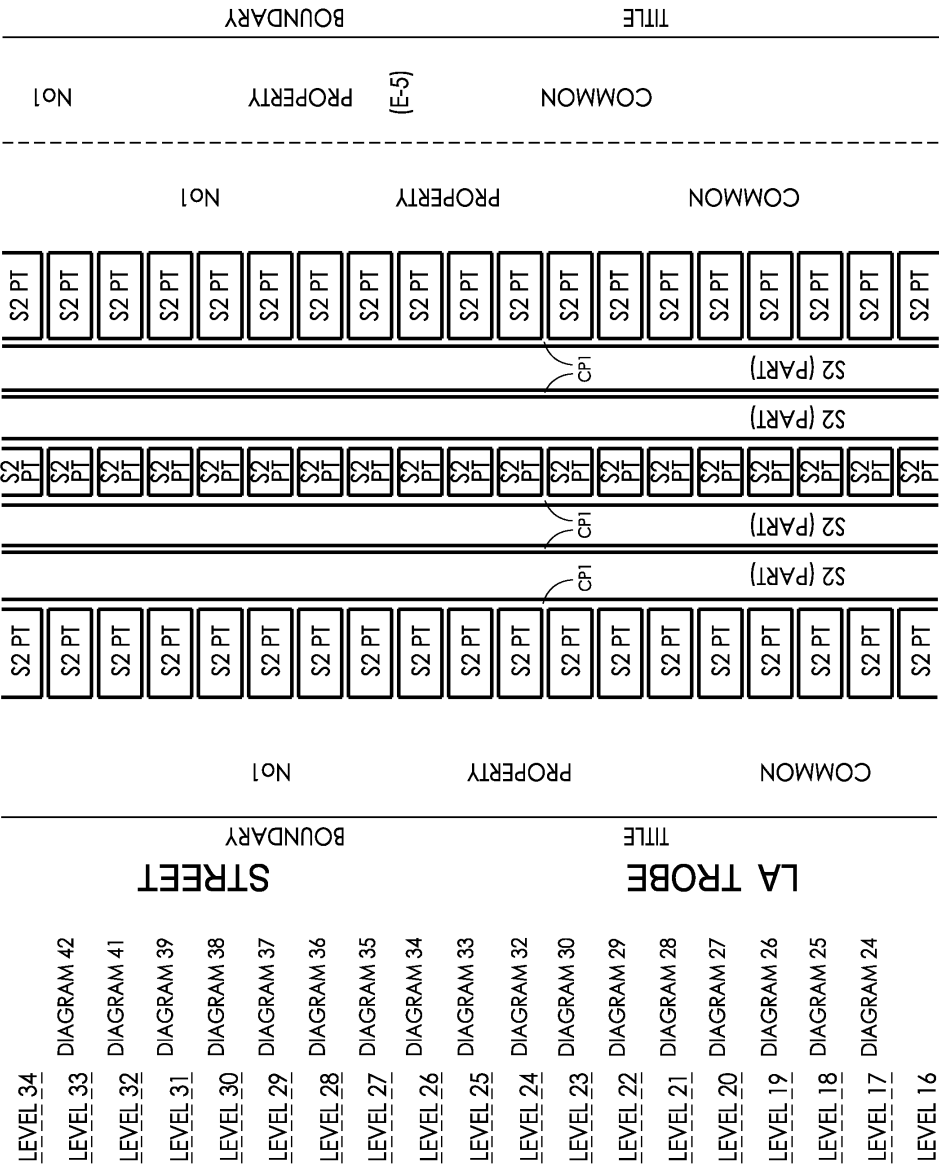


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Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.					

PLAN OF SUBDIVISION


PLAN NUMBER
PS 811190V

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CONTINUED ON SHEET 170

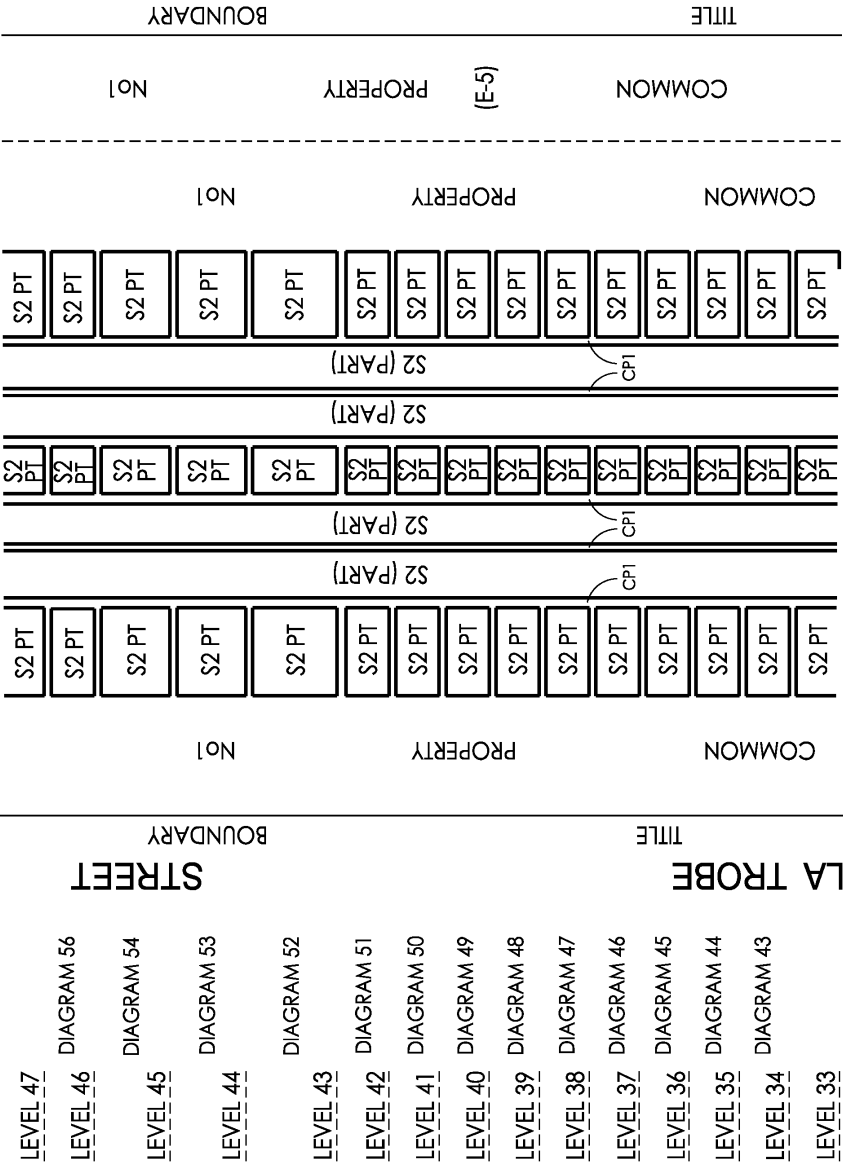
CROSS SECTION N-N'

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE</p>	<p>CROSS SECTION IS NOT SHOWN TO SCALE</p>	<p>REF: 9319</p> <p>VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 171</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
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PLAN OF SUBDIVISION


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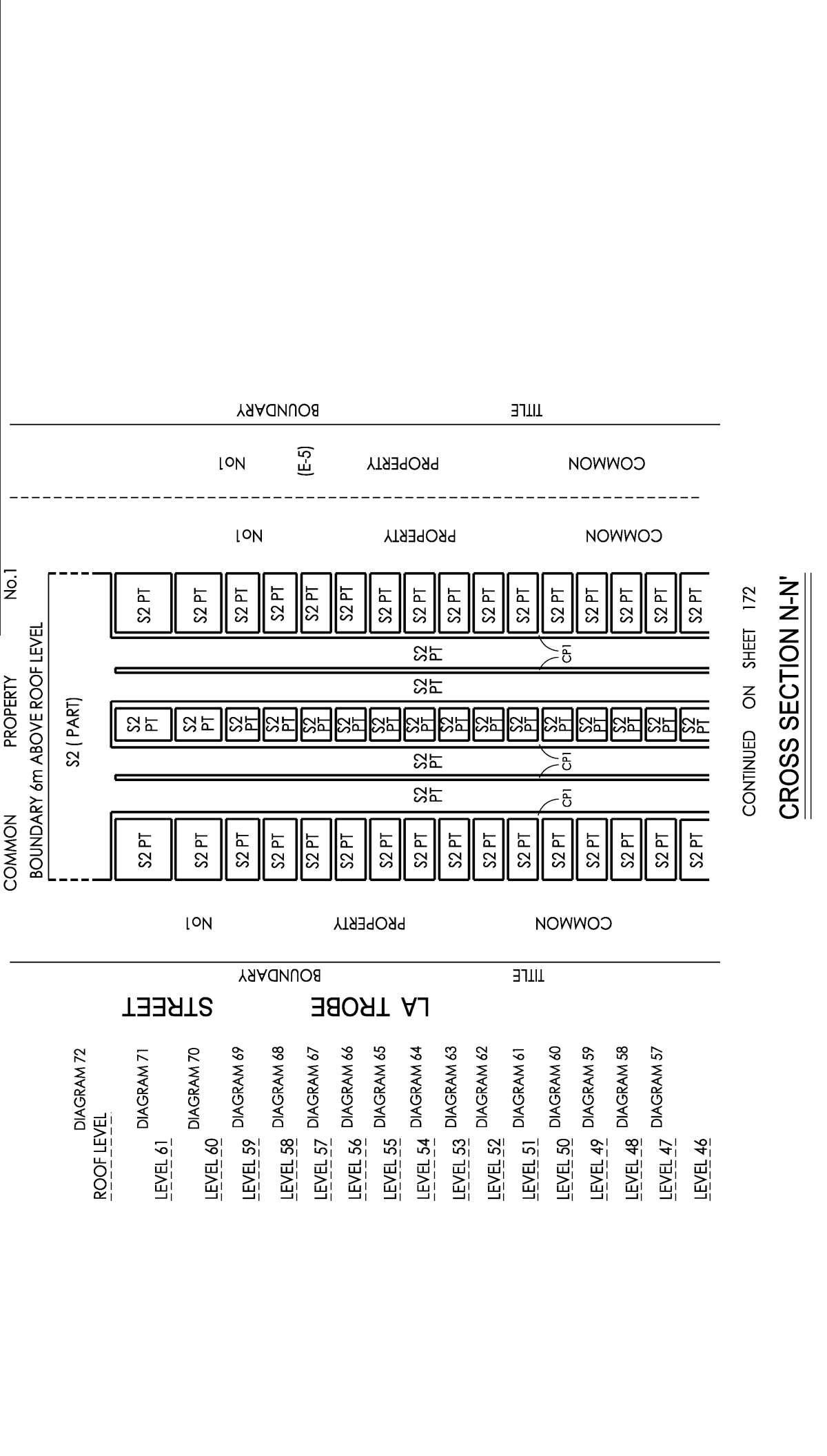
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CROSS SECTION N-N'

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
PLAN OF SUBDIVISION
 PS 811190V

PLAN NUMBER
 PS 811190V



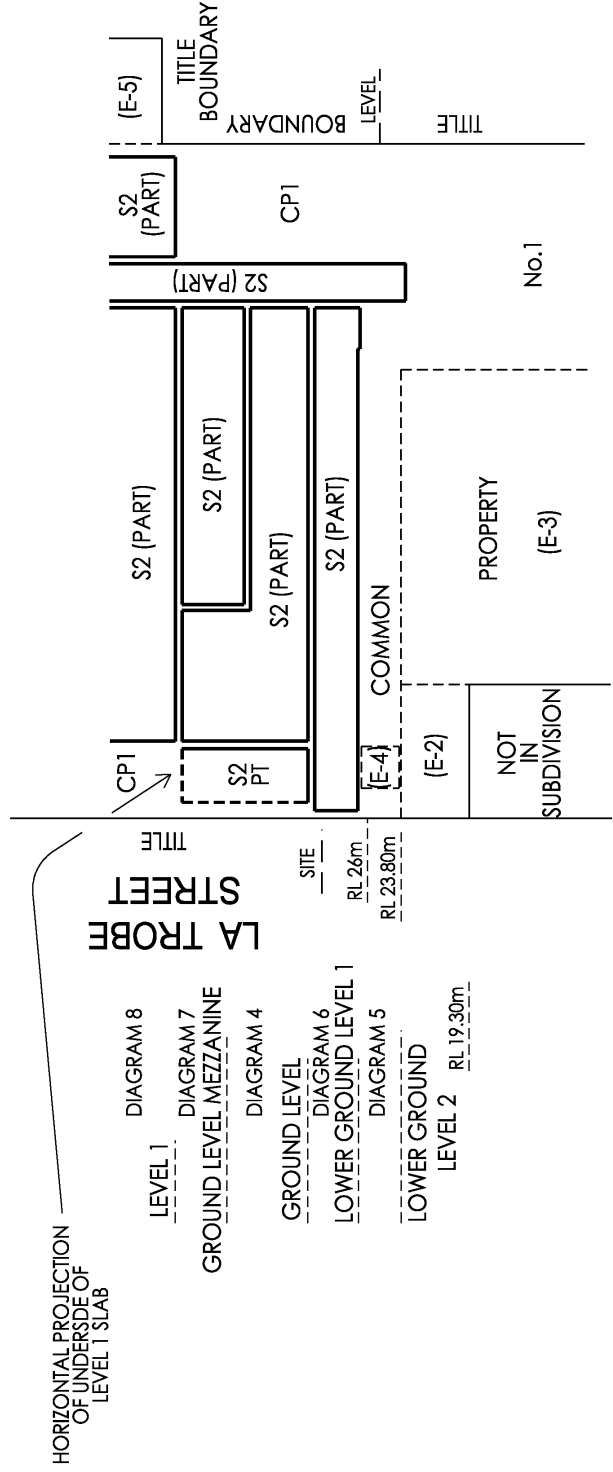
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CROSS SECTION N-N'


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PLAN OF SUBDIVISION
 PLAN NUMBER
 PS 811190V

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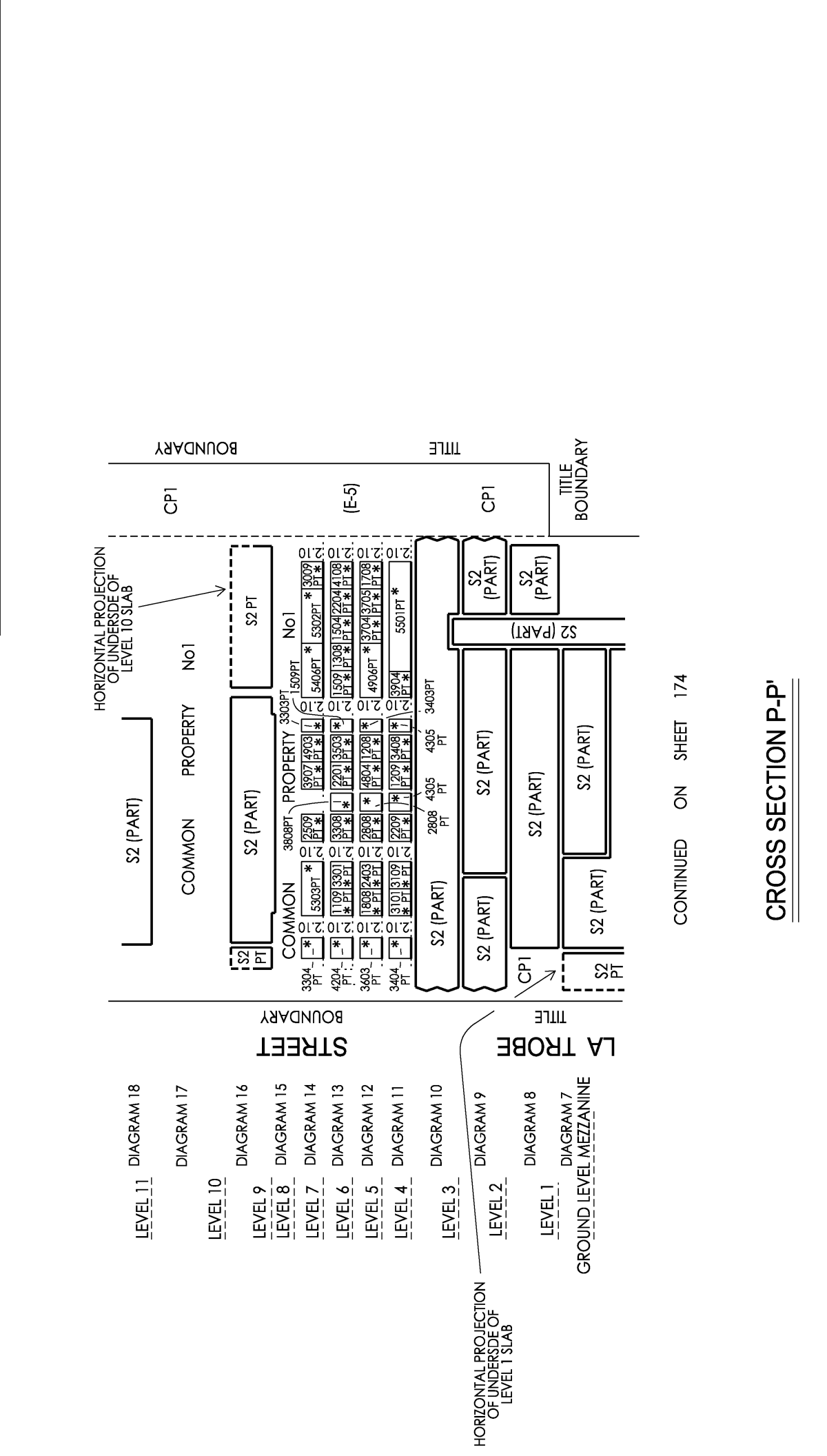


CROSS SECTION P-P'

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE</p>	<p>CROSS SECTION IS NOT SHOWN TO SCALE</p>	<p>REF: 9319 Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>VERSION: 18 Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>	<p>SHEET 174</p>
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PLAN OF SUBDIVISION

PLAN NUMBER
PS 811190V



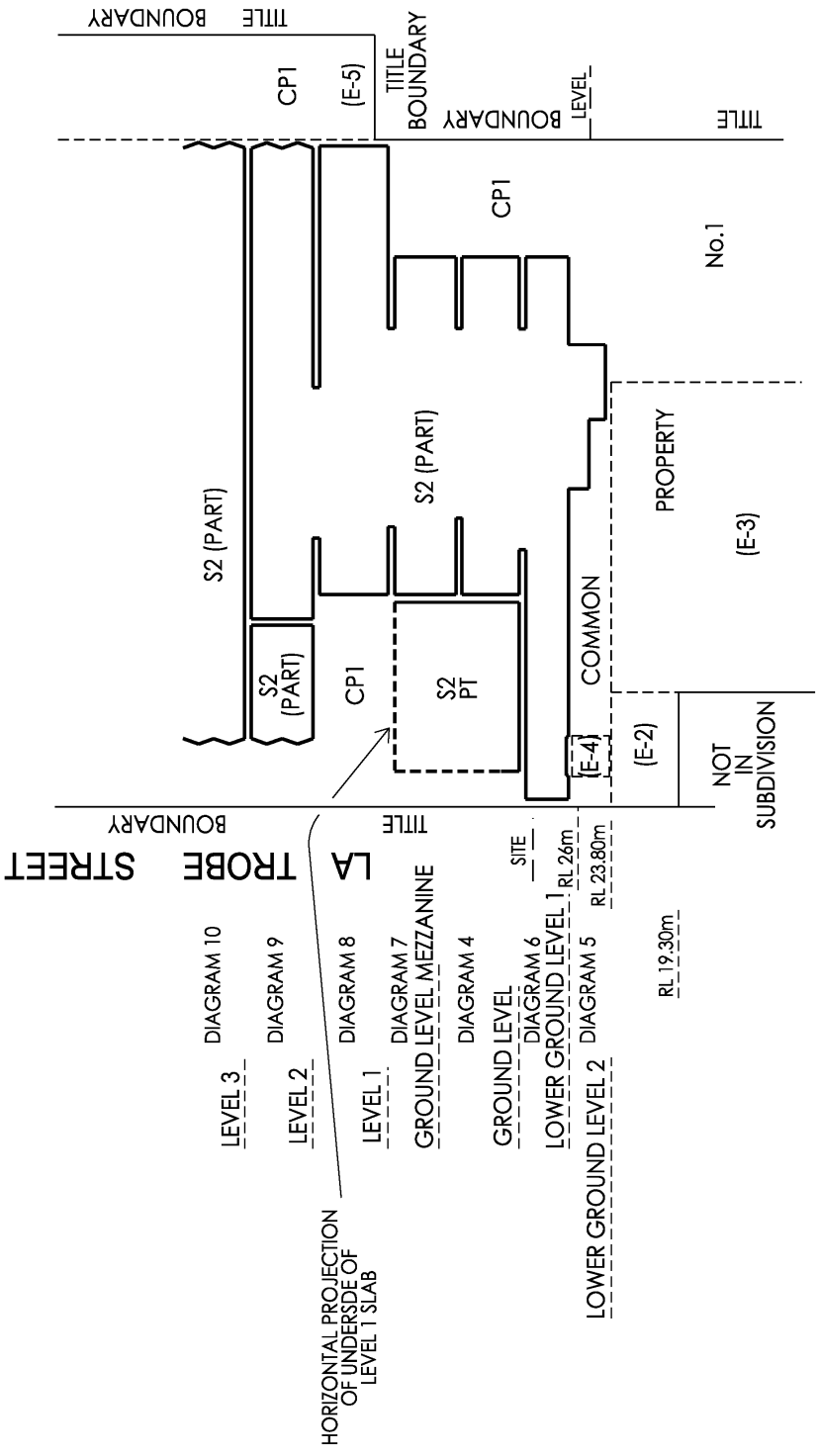
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CROSS SECTION P-P'


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<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>					

PLAN OF SUBDIVISION

PLAN NUMBER
PS 811190V

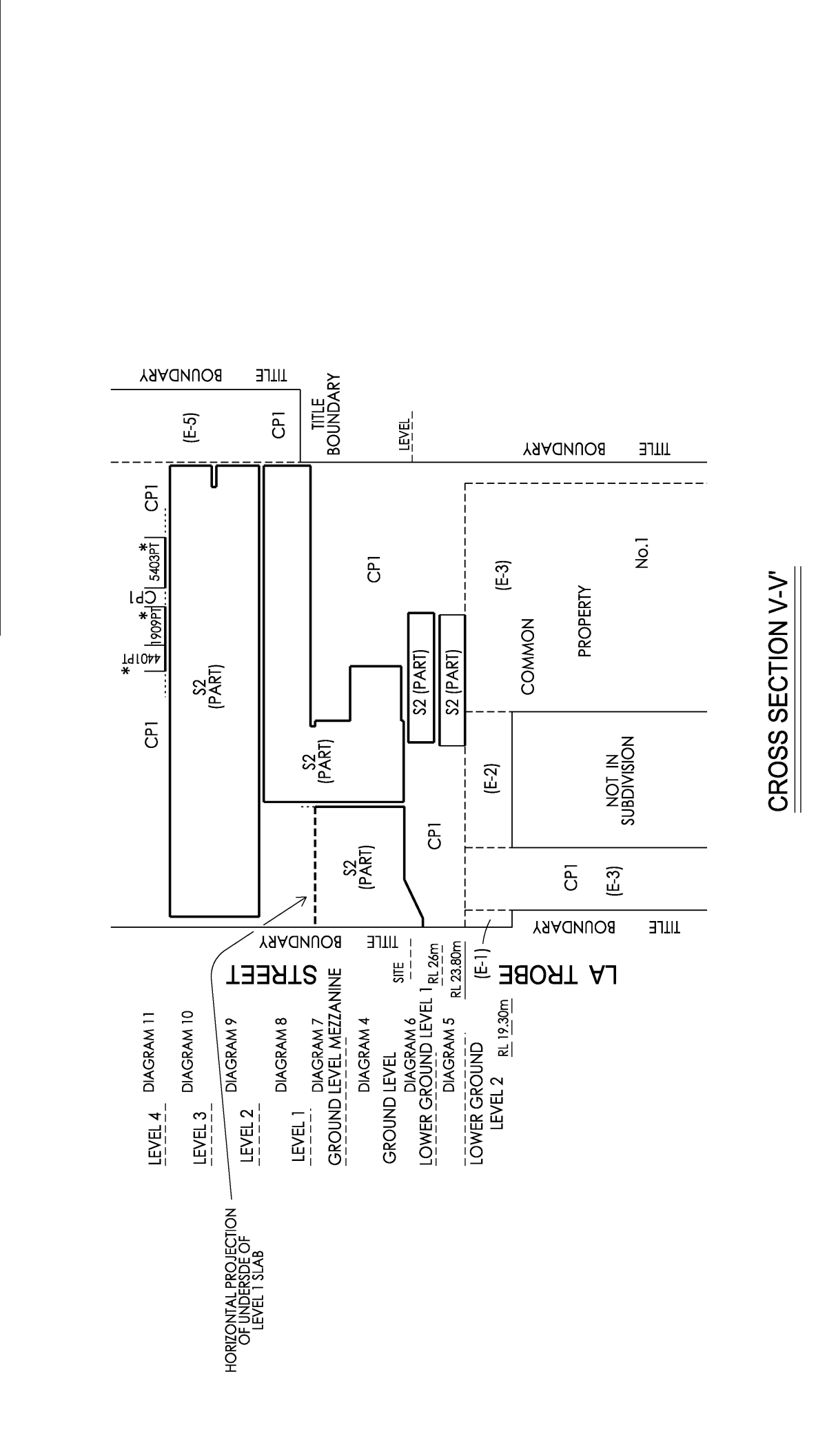


CROSS SECTION Q-Q'

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE</p>	<p>CROSS SECTION IS NOT SHOWN TO SCALE</p>	<p>REF: 9319</p> <p>VERSION: 18</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 176</p> <p>Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C</p>
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PLAN OF SUBDIVISION

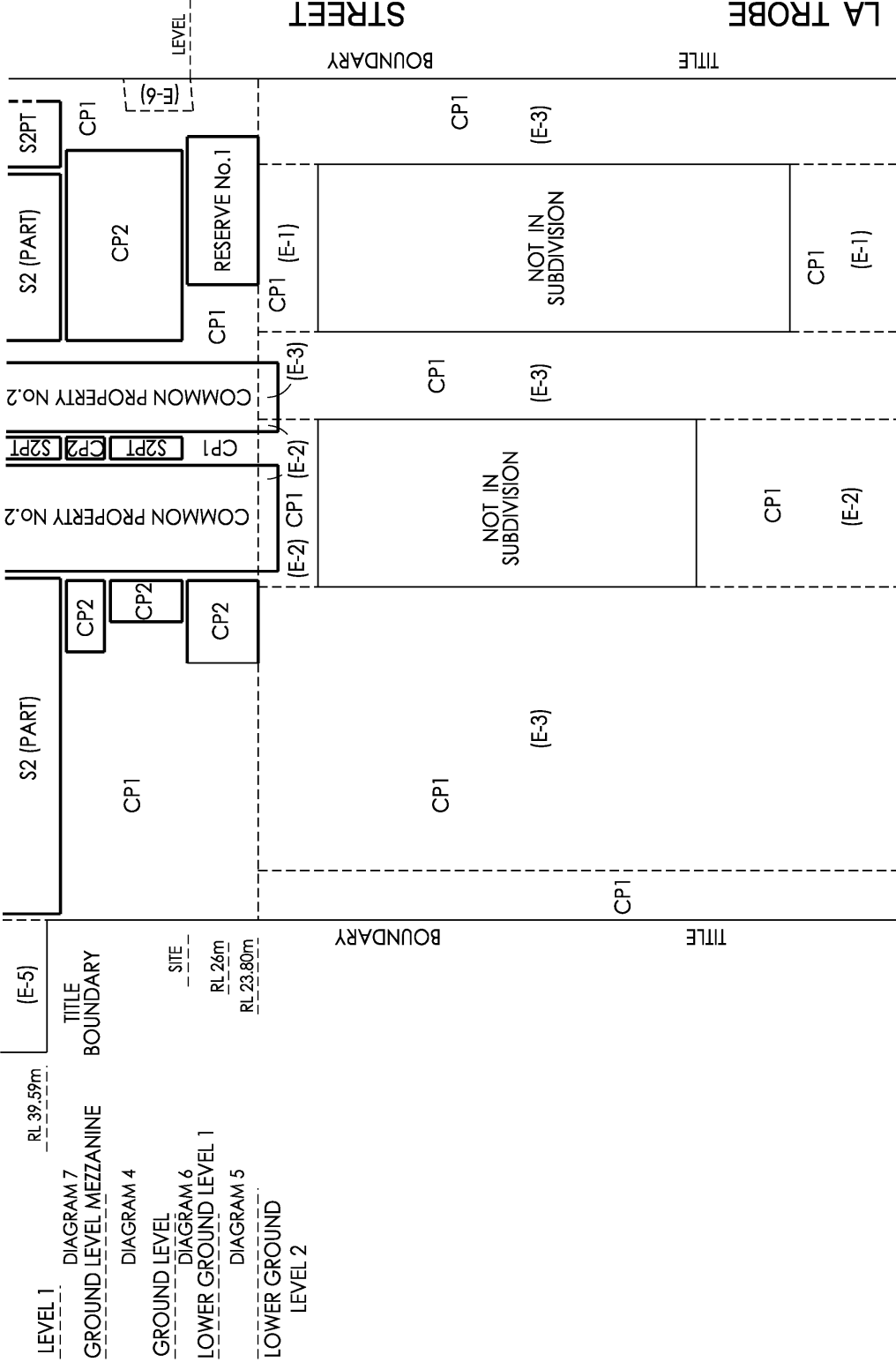
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<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE</p>	<p>CROSS SECTION IS NOT SHOWN TO SCALE</p>	<p>REF: 9319</p>	<p>VERSION: 18</p>	<p>SHEET 177</p>
<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p>					


PLAN OF SUBDIVISION

PLAN NUMBER
PS 811190V



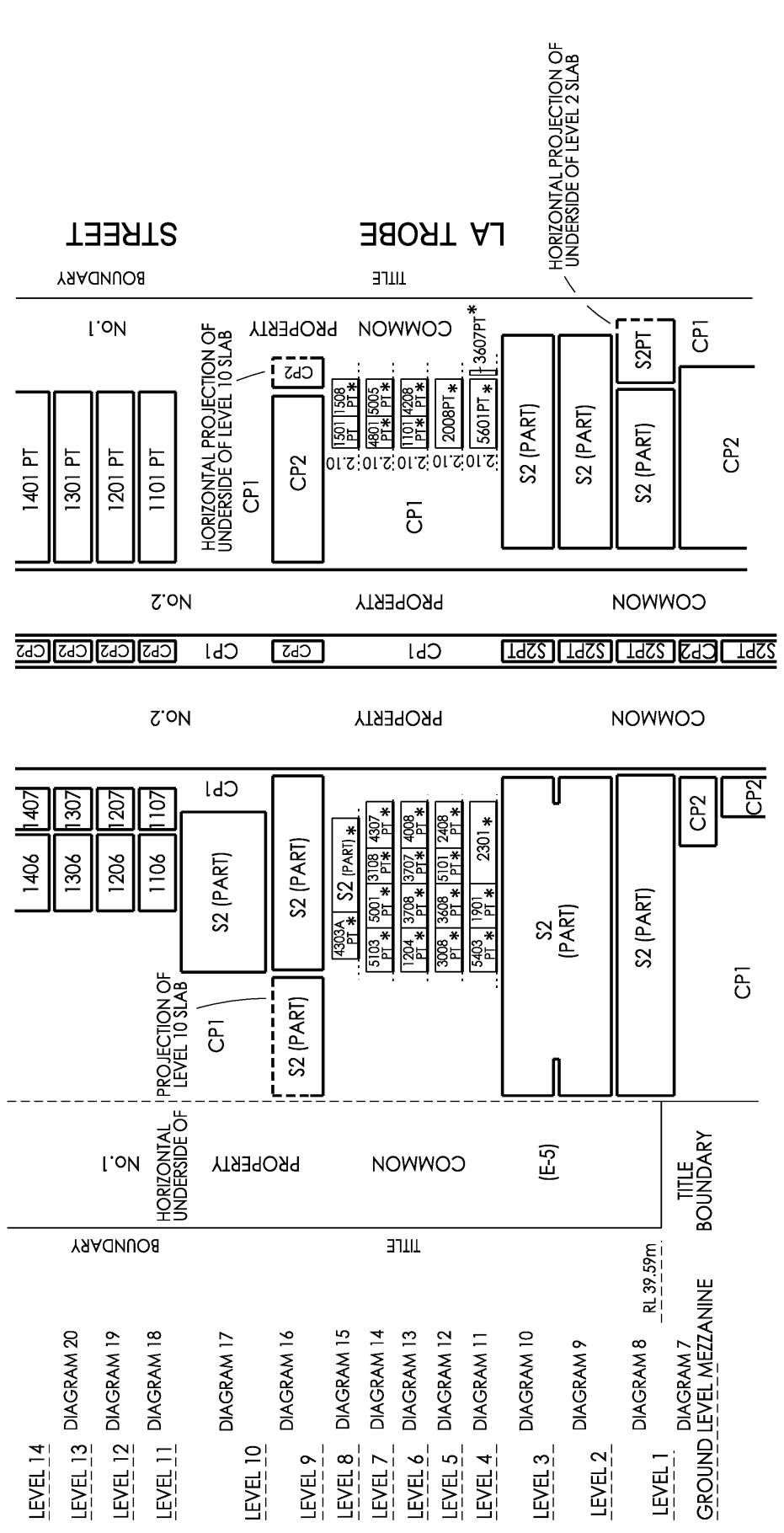
CONTINUED ON SHEET 179

CROSS SECTION W-W'

 <p>Breed Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE</p>	<p>CROSS SECTION IS NOT SHOWN TO SCALE</p>	<p>REF: 9319 VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 178</p>
<p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 19/09/2022, SPEAR Ref: S150011C</p>				


PLAN OF SUBDIVISION
 PS 811190V
 PLAN NUMBER

CONTINUED ON SHEET 180



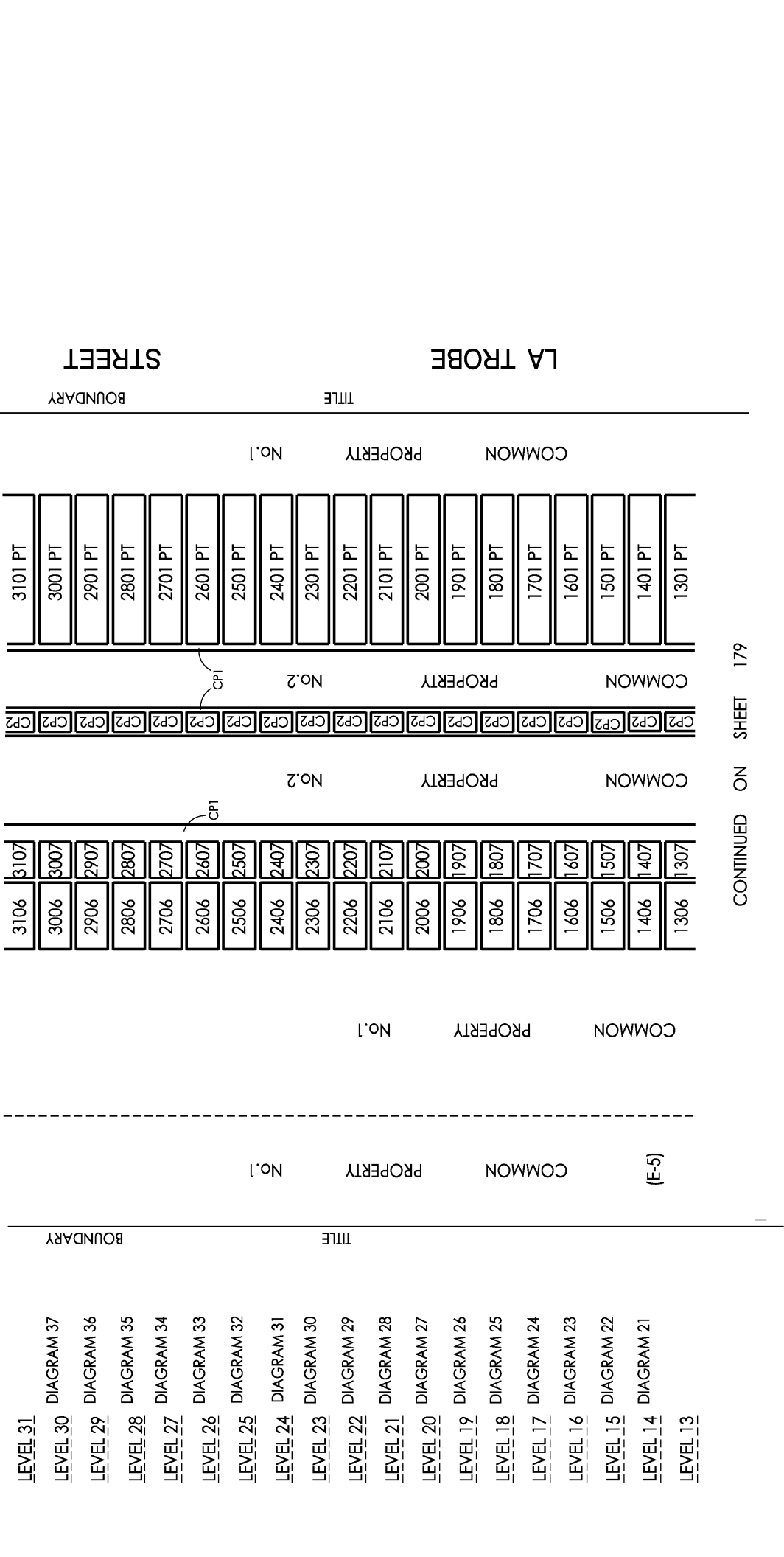
CONTINUED ON SHEET 178

CROSS SECTION W-W'

 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE	CROSS SECTION IS NOT SHOWN TO SCALE		REF: 9319	VERSION: 18	ORIGINAL SHEET SIZE A3	SHEET 179
	LICENSED SURVEYOR: SIMON COX						


PLAN OF SUBDIVISION
 PS 811190V
 PLAN NUMBER

CONTINUED ON SHEET 181



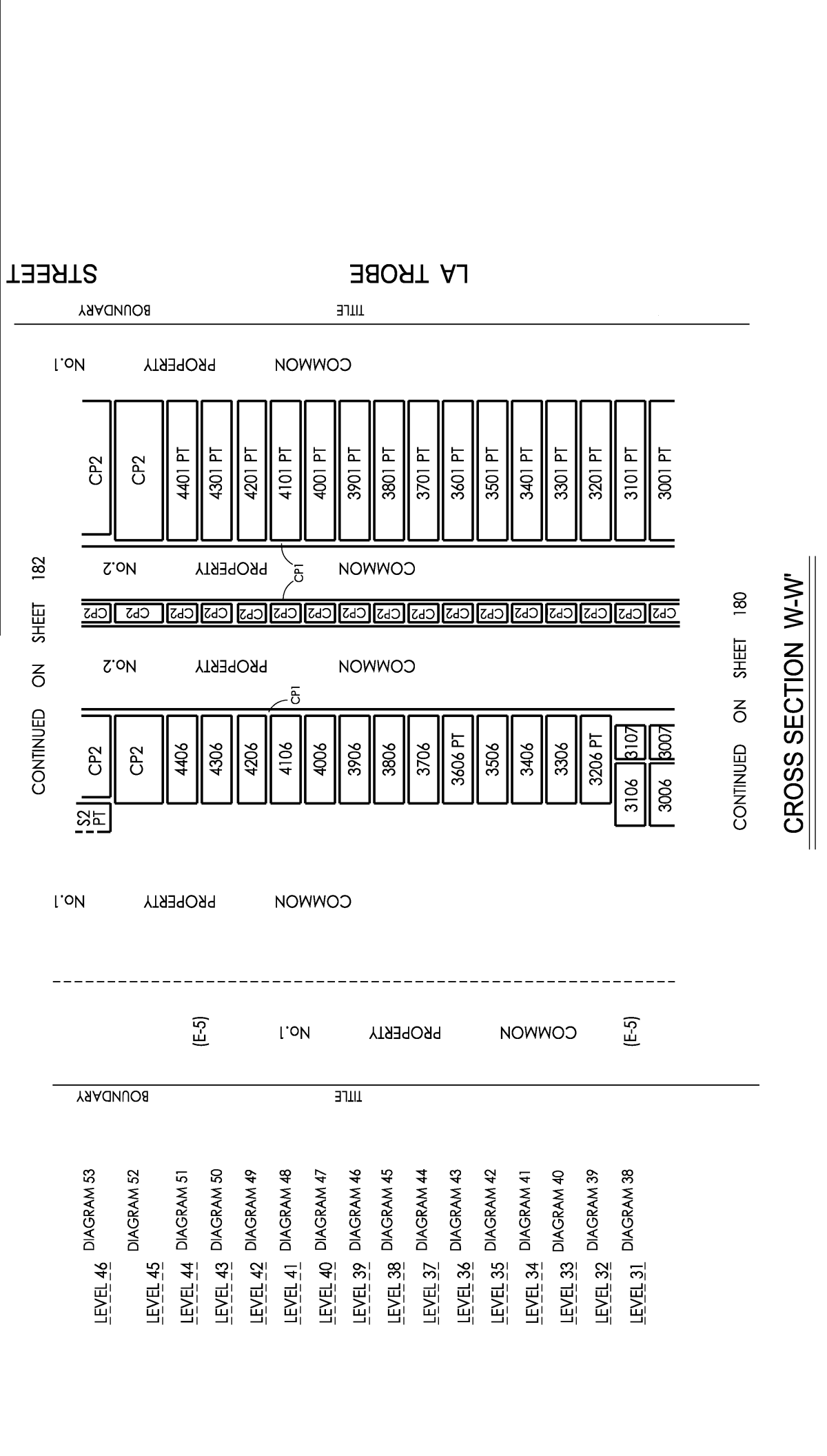
CONTINUED ON SHEET 179

CROSS SECTION W-W'

 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE	CROSS SECTION IS NOT SHOWN TO SCALE	REF: 9319 VERSION: 18	ORIGINAL SHEET SIZE A3 SHEET 180
	Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C			Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C

PLAN OF SUBDIVISION
 PS 811190V

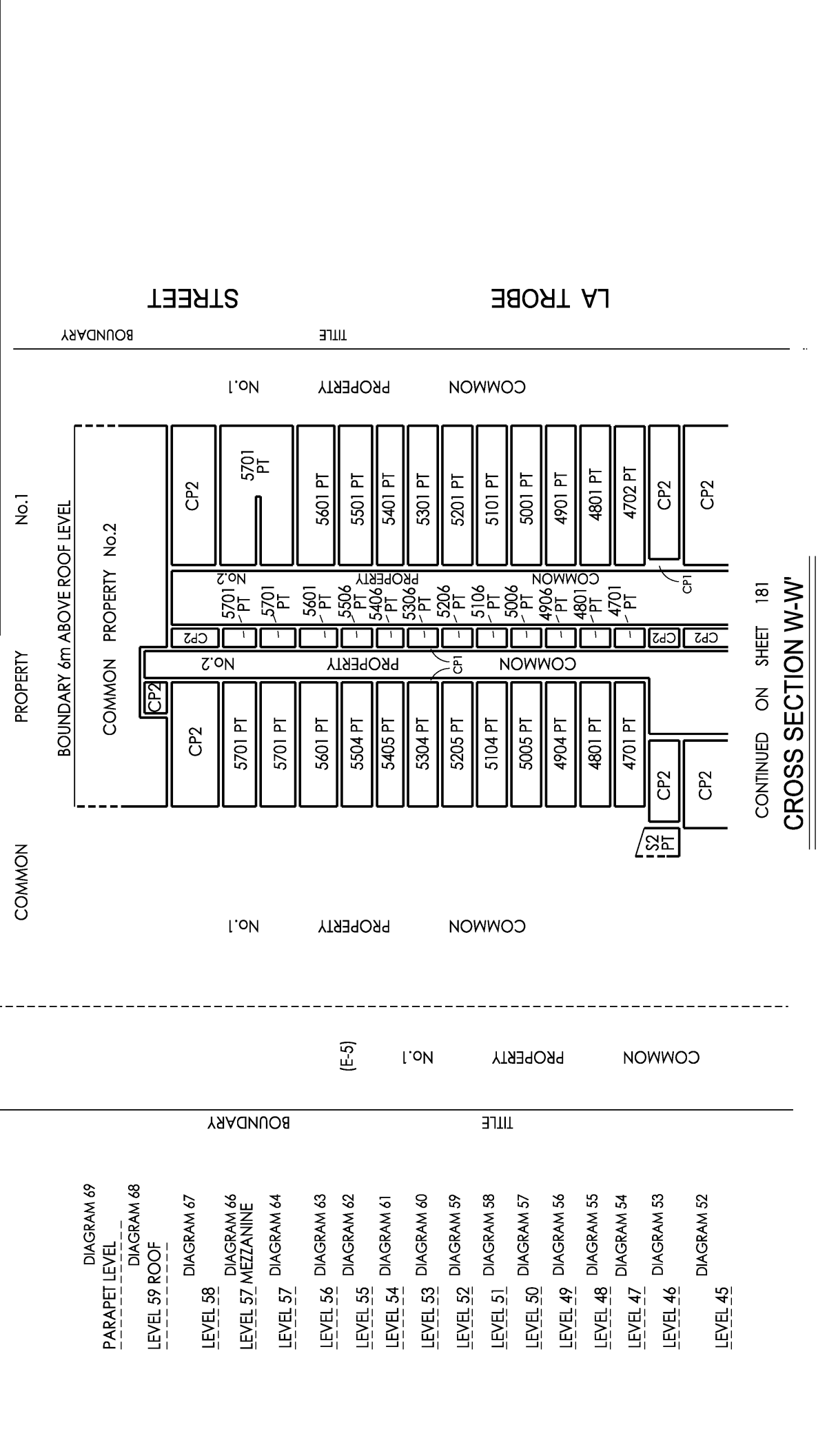
PLAN NUMBER
 PS 811190V



Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE	CROSS SECTION IS NOT SHOWN TO SCALE		REF: 9319 VERSION: 18	ORIGINAL SHEET SIZE A3 SHEET 181
	Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.	Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C		Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C	SHEET 181

PLAN OF SUBDIVISION

PLAN NUMBER
PS 811190V



<p>Scale</p> <p>CROSS SECTION IS NOT SHOWN TO SCALE</p>	<p>REF: 9319</p> <p>VERSION: 18</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 182</p>
<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>Amended by: Simon Patrick Cox, Licensed Surveyor 13/10/2022.</p>	

Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (18), 23/08/2022, SPEAR Ref: S150011C

Digitally signed by: Melbourne City Council, 19/09/2022, SPEAR Ref: S150011C

PROPERTY DETAILS

Address: **3408/63 LA TROBE STREET MELBOURNE 3000**

Lot and Plan Number: **Lot 3408 PS811190**

Standard Parcel Identifier (SPI): **3408\PS811190**

Local Government Area (Council): **MELBOURNE**

Council Property Number: **722668**

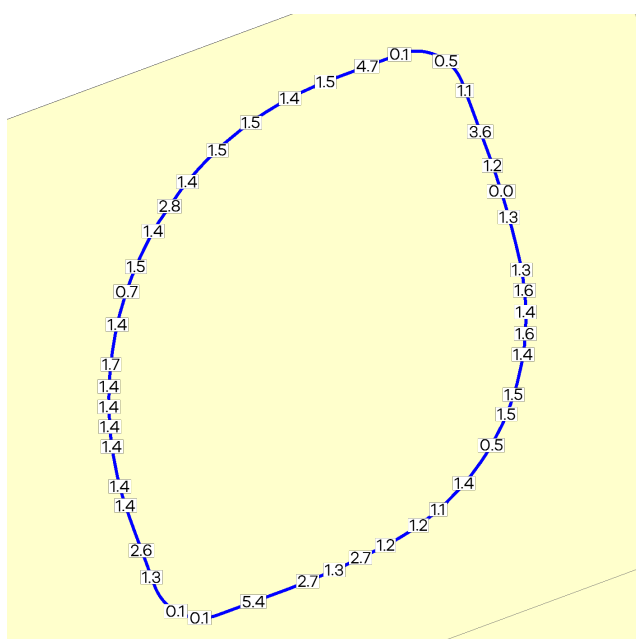
Directory Reference: **Melway 2B H12**

www.melbourne.vic.gov.au

Note: There are 327 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 827 sq. m

Perimeter: 107 m

For this property:

— Site boundaries
— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

120 overlapping dimension labels are not being displayed

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Greater Western Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **CITIPOWER**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**

Legislative Assembly: **MELBOURNE**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

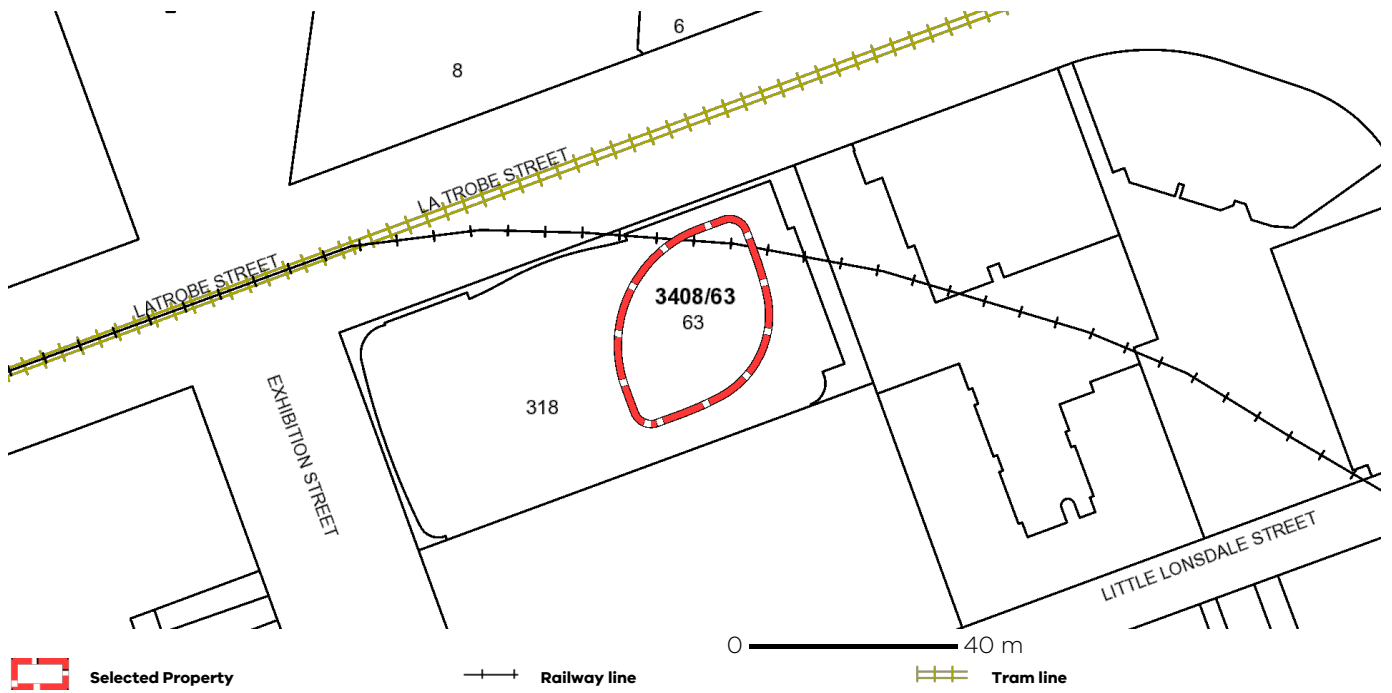
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



From www.planning.vic.gov.au at 06 April 2024 10:21 AM

PROPERTY DETAILS

Address: **3408/63 LA TROBE STREET MELBOURNE 3000**
Lot and Plan Number: **Lot 3408 PS811190**
Standard Parcel Identifier (SPI): **3408\PS811190**
Local Government Area (Council): **MELBOURNE**
Council Property Number: **722668**
Planning Scheme: **Melbourne**
Directory Reference: **Melway 2B H12**

www.melbourne.vic.gov.au

[Planning Scheme - Melbourne](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Greater Western Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **CITIPOWER**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **MELBOURNE**

OTHER

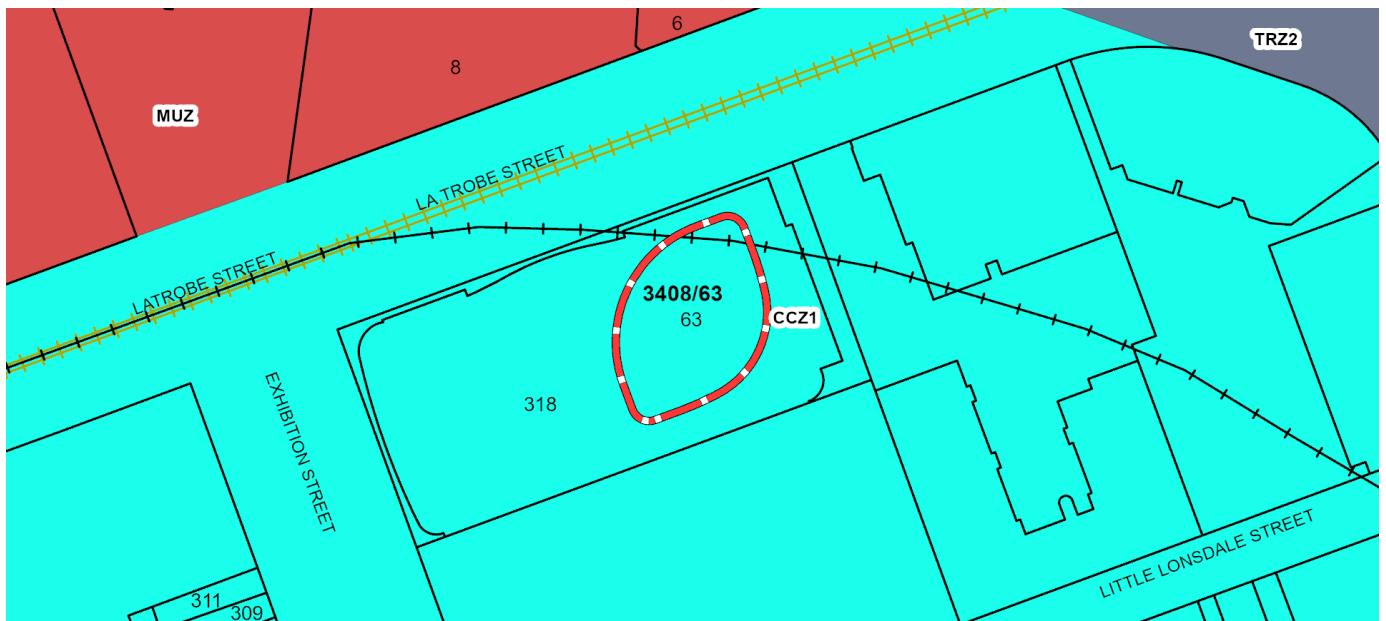
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[CAPITAL CITY ZONE \(CCZ\)](#)

[CAPITAL CITY ZONE - SCHEDULE 1 \(CCZ1\)](#)



CCZ - Capital City **MUZ - Mixed Use** **TRZ2 - Principal Road Network**
Railway line **Tram line**

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

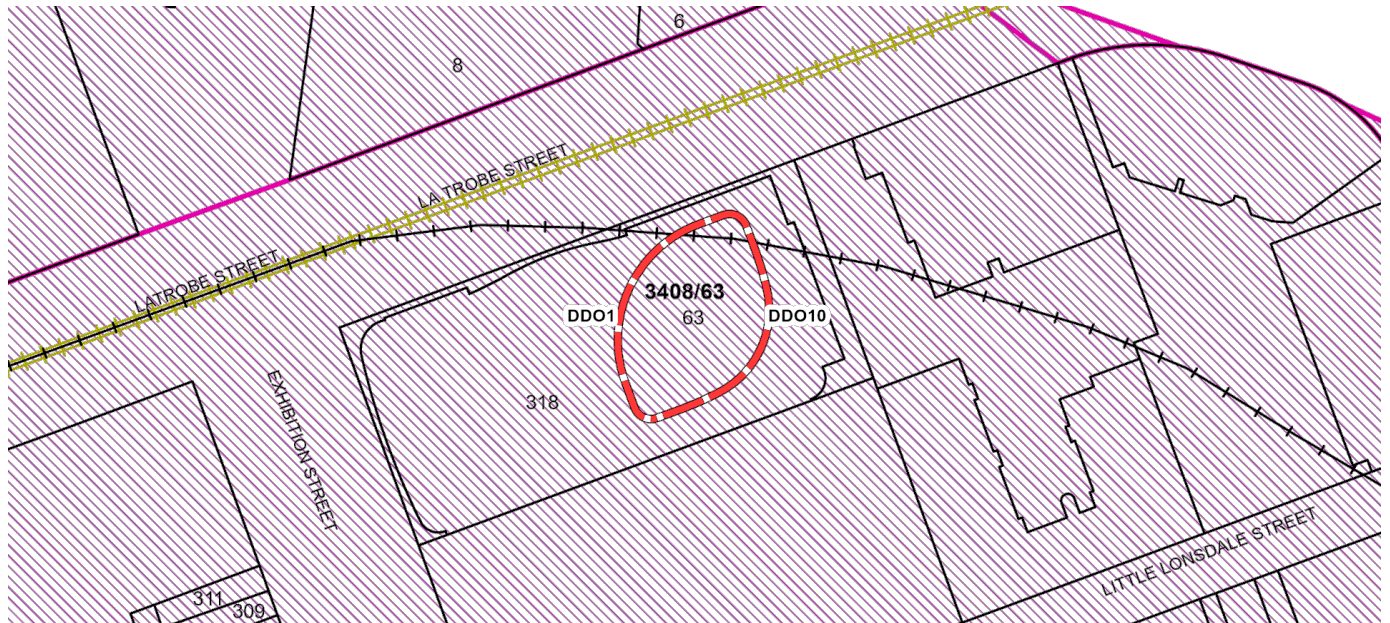
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 \(DDO1\)](#)

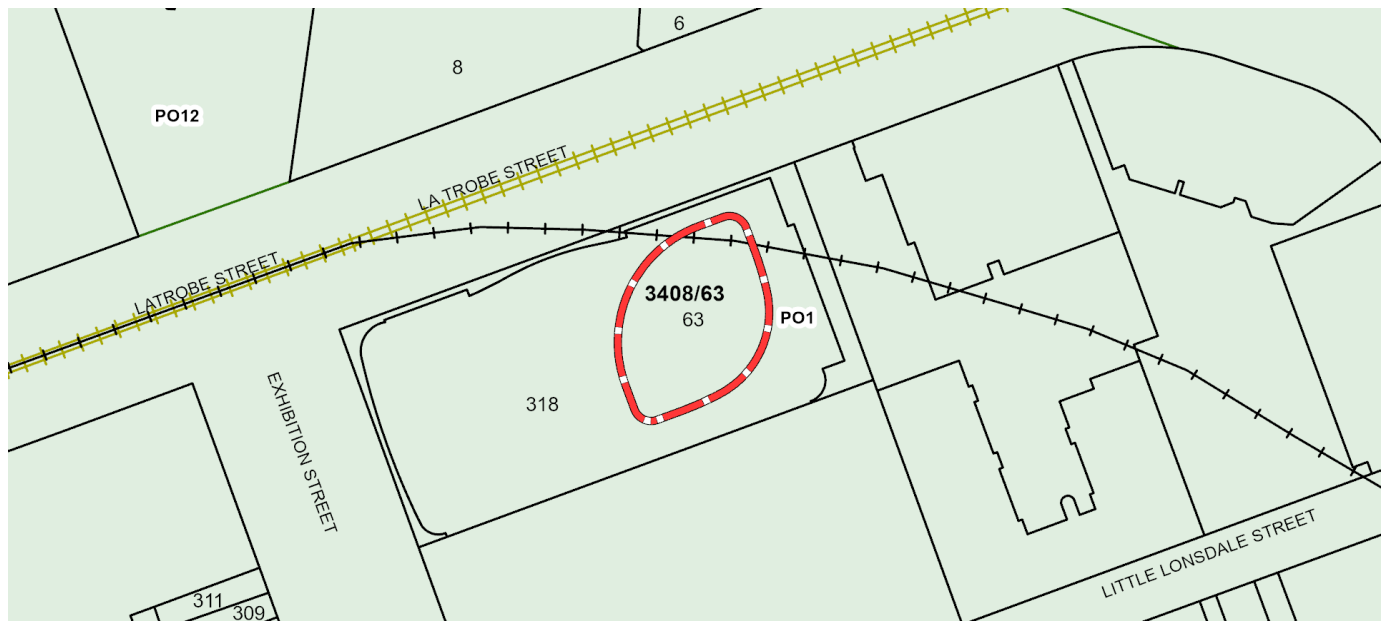
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10 \(DDO10\)](#)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

[PARKING OVERLAY \(PO\)](#)

[PARKING OVERLAY - PRECINCT 1 SCHEDULE \(PO1\)](#)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

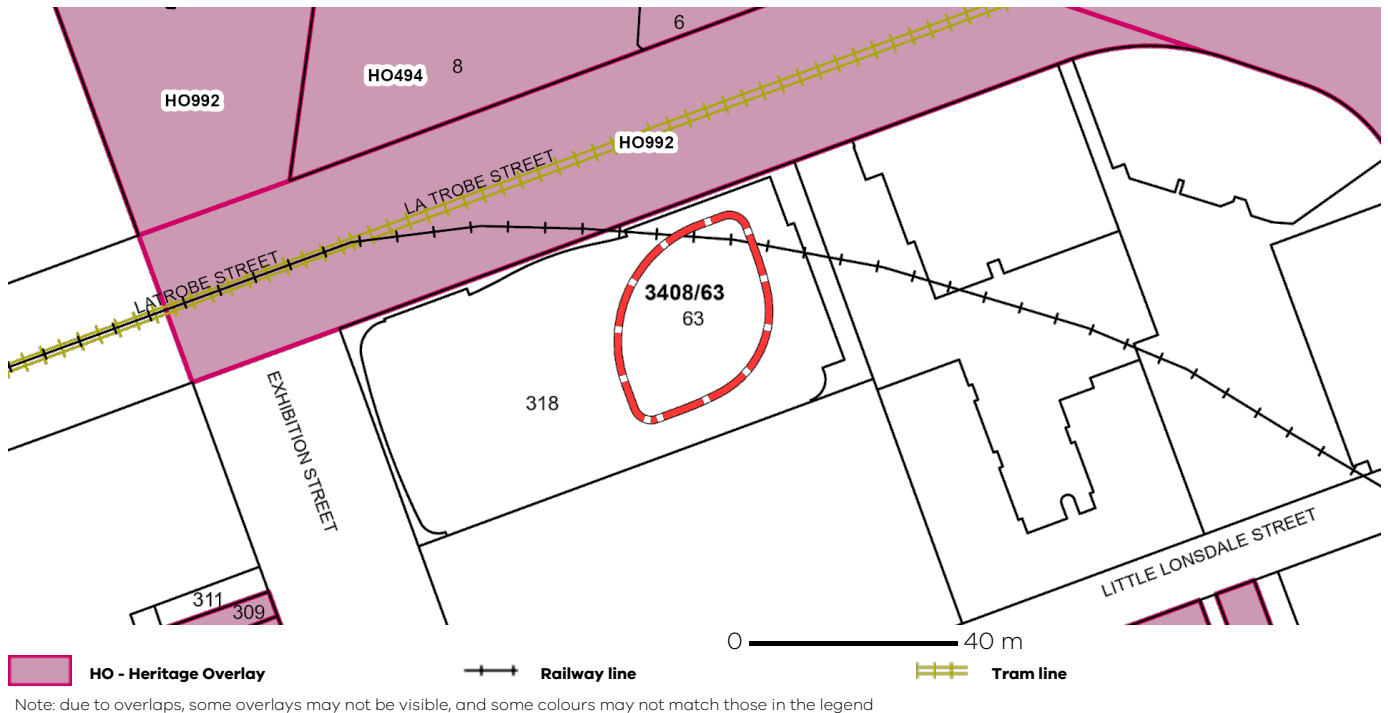
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



Further Planning Information

Planning scheme data last updated on 7 December 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

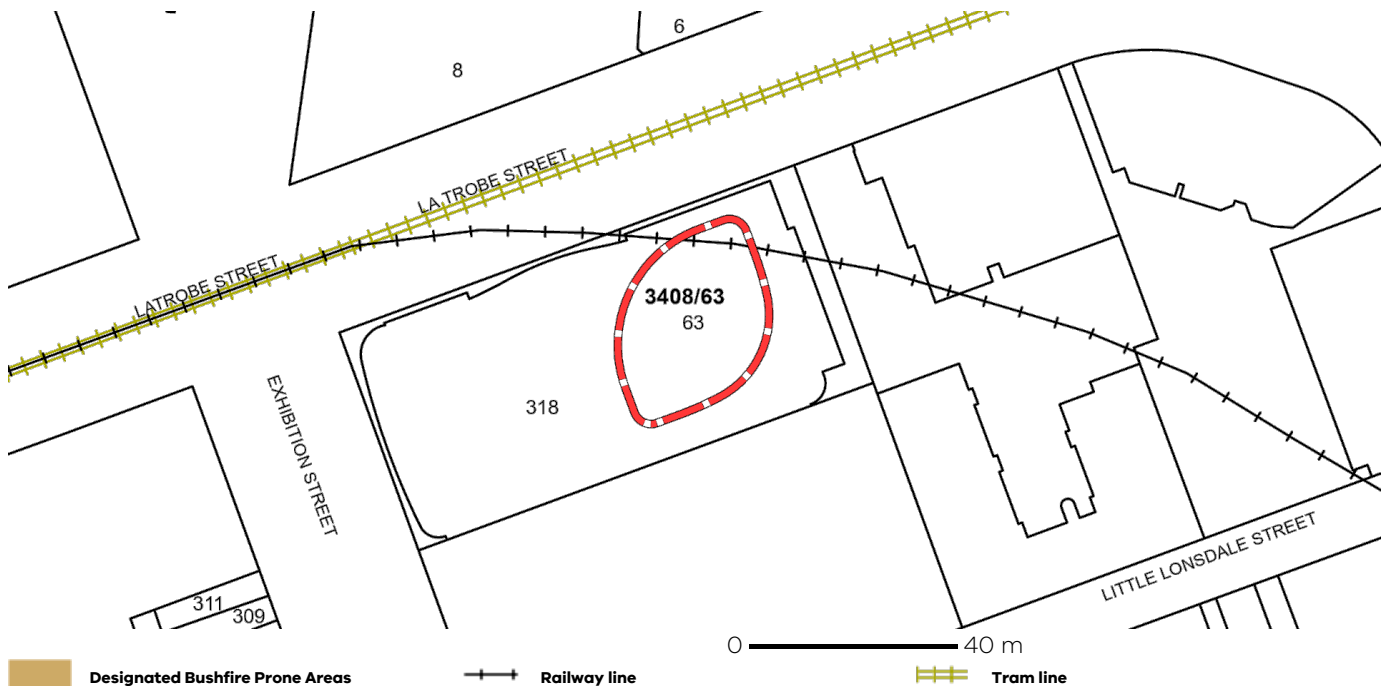
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)


City of Melbourne
GPO Box 2158 Melbourne 3001
ABN 55 370 219 287



Rate Instalment Notice

Instalment 3 2023 - 2024



 023 13886
Billing
C/- Xynergy Realty Group
114-116 Queen St
ALTONA VIC 3018

Assessment no. 270347 8

Date of issue 7 Feb 2024

QUESTIONS?
Web: melbourne.vic.gov.au/rates
Email: rates@melbourne.vic.gov.au
Phone: 03 9658 9658
Business hours, Monday to Friday

DUE DATE
29 Feb 2024
AMOUNT DUE
\$606.79

Property **Unit 3408, Level 34, 63 La Trobe Street, MELBOURNE VIC 3000**









Current Instalment \$606.79

Interest will be charged at 10% on late payments, backdated to the due date of the instalment.

Payments included to 1 Feb 2024.

SAVE PAPER AND GET YOUR RATES NOTICE BY EMAIL.
Visit melbourne.vic.gov.au/rates and have your rates notice with you.

Payment methods

<p>Assessment no. 270347 8</p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p>Bill code: 79616 Ref: 102703478</p> </div> <p>BPAY this payment via Internet or phone banking BPAY View - View and pay this bill using internet banking. BPAY View Registration No.: 102703478 Credit cards not accepted.</p> <div style="display: flex; align-items: center;">  <p>Post Billpay Credit cards not accepted. Pay in store at Australia Post.</p> </div> 	<p>Property Unit 3408, Level 34, 63 La Trobe Street, MELBOURNE VIC 3000</p> <div style="display: flex; align-items: center; margin-bottom: 10px;">  <p>Direct debit Credit cards not accepted. To apply call 03 9658 9658 or visit melbourne.vic.gov.au/rates</p> </div> <div style="display: flex; align-items: center; margin-bottom: 10px;">  <p>MasterCard or Visa Credit card payments will attract an additional fee being the recovery of financial institution charges.</p> </div> <p>Please tick the amount you are paying in the box below.</p> <p>Due Date 29 Feb 2024 Amount Due \$606.79</p>	<p> Telephone 1300 130 453</p> <p> Internet melbourne.vic.gov.au/rates</p> <p> By mail City of Melbourne GPO Box 2158 Melbourne 3001 Council will not be responsible for late postal deliveries.</p> <p> In person Melbourne Town Hall 90-130 Swanston St, Melbourne 3000 Business hours, Monday to Friday. Visa, Mastercard or EFTPOS available. Cash payments not accepted.</p>
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*3397 0891 0102703478 26

+10270347800000> +000891+ <0000000000> <0000060679> +444+

S013886Q01 013886 #89268

*Interest penalties for late payment

Penalty interest will be calculated at 10% from the date when each quarterly instalment was due, irrespective of whether or not a ratepayer has chosen to pay by the instalment or lump sum option.

All payments will be allocated as follows:

1. Legal Costs Owing (if any)
2. Arrears Interest Owing (if any)
3. Arrears Owing (if any)
4. Current Owing

If you are having difficulties in making payments, prior to the due dates, please contact the Customer Service Hotline on 03 9658 9658 for assistance.

Payment difficulties

If you are having difficulties in making payments prior to the due dates, you may apply to Council for a payment plan. Please contact the Customer Service Hotline on 03 9658 9658 for assistance or visit our website for further details: melbourne.vic.gov.au/financialhardship

Pensioner concessions

If you are a pensioner and have a current concession card issued by Centrelink or the Department of Veteran Affairs, you may be eligible for a rate rebate on your principal place of residence.

For more information on pensioner concessions visit

www.melbourne.vic.gov.au/rates

or phone 03 9658 9658.

Other penalties for failing to pay

Apart from requiring interest to be paid, Council may sue in the Magistrates' Court to recover any outstanding rates or charges.

Council also has the power to sell a property in respect of which there are arrears of rates or charges under Section 181 of the Local Government Act 1989.

Privacy Statement

The City of Melbourne collects your personal property information for the purposes of issuing and collecting municipal rates as well as compiling the electoral roll for Council elections. Your information may also be disclosed to other government agencies (regarding works that may affect you or your property) or debt collection agencies (where rates remain unpaid). Read our Privacy Policy at melbourne.vic.gov.au

You can change your property information by calling us at 03 9658 9658.

ANY QUESTIONS?



Find out how your rates are calculated, what they go towards, as well as payment information and how to change your address at melbourne.vic.gov.au/rates

Phone: 03 9658 9658

Mail: GPO Box 2158 Melbourne
VIC 3001

Email: rates@melbourne.vic.gov.au



Interpreter Services

Speak a language other than English? We can help.

Call 03 9280 0726. Deaf, speech or hearing impaired? Contact National Relay Service: Teletypewriter (TTY) 133 677 ask for 03 9658 9658
Speak & Listen 1300 555 727

DIRECT DEBIT



Direct debit – set and forget

Avoid late fees by ensuring your payments occur automatically. Sign up at melbourne.vic.gov.au/rates

Direct debits will occur automatically each year unless you opt out by informing City of Melbourne in writing. Further information at melbourne.vic.gov.au/rates

SAVE PAPER



Save paper and get your rates notice by email. Visit melbourne.vic.gov.au/rates and have your rates notice with you.



610968-001 000038(151) D023

MS I I I NG
C/O XYNERGY REALTY ALTONA
114-116 QUEEN STREET
ALTONA VIC 3018

AMOUNT DUE
\$14.01

PLEASE PAY BY
2 APR 2024

My account number is

1254 8718 8112

Invoice No.	T659198165
Service Address	3408/63 La Trobe Street Melbourne Lot 3408 Plan 811190
Issue Date	9 Mar 2024
Water Faults & Emergencies (24 hours)	13 44 99
Enquiries & Support (8.30am-5.00pm Mon-Fri) Credit Card Payments & Balances (24 hours)	13 44 99
Interpreter Service	(03) 9313 8989
General Mail	Locked Bag 350, Sunshine Vic 3020

Greater Western Water

ABN 70 066 902 467

gww.com.au

Final Reading

PREVIOUS BILL	\$190.93
RECEIVED	\$190.93
BALANCE	\$0.00
YOUR USAGE	\$14.01
PLEASE PAY	\$14.01

Update your contact details

Your new online account **My GWW** launches soon.
To get ready for this change, make sure the details
on your current account are up to date.

Visit gww.com.au to check your details are up to date.



Details of charges - Residential

Previous Bill	
Previous Bill	\$190.93
Payments Received	
21/02/2024	-\$190.93

BALANCE FORWARD \$0.00

Usage Charges Meter Number	Bill Days	Previous Reading	Current Reading	Consumption In Kilolitres	Rate \$	Total \$
MAS151287	27	00084	00088	4.00 *(Estimated to date:04/03/2024)		

Total Water Consumed						
Usage Step 1 (07/02/2024 to 04/03/2024)				4.00	2.9499	\$11.80
Total				4.00		\$11.80

Sewage Disposal						
				2.80	0.7898	\$2.21
Total						\$2.21

TOTAL USAGE CHARGES \$14.01

FINAL TOTAL, PLEASE PAY THIS AMOUNT \$14.01

Visit gww.com.au or call 13 44 99 for more details about these charges.

Need help paying your bill? Give us a call

We have payment options to help you keep on top of your bills and manage during difficult times. Chat with us on **13 44 99**. We can also direct you to other services, so you can get the advice and support you need. Learn more at gww.com.au

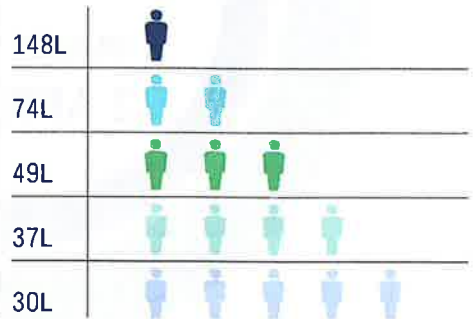
Is your household on Target 150?

Your average daily water cost for this bill is \$0.44



Average daily use per person

To find out average daily use per person, refer to the line which indicates the number of people in your home.



The right of Greater Western Water to proceed for recovery of outstanding charges is not prejudiced by the service of this notice

Service Address: 3408/63 La Trobe Street Melbourne

DATE PAID	AMOUNT PAID	RECEIPT NO
-----------	-------------	------------

My account number is
1254 8718 8112

- Direct Debit:** Visit gww.com.au or call 13 44 99
- Mail cheque:** Post this slip with your cheque payable to: **Greater Western Water, GPO Box 1152, Melbourne VIC 3001**
- Credit Card:** Visit gww.com.au or call 13 44 99 to pay via Visa or Mastercard on our 24 hours credit card payment system

Payment Assistance
If you're finding it hard to pay your bill call our team on **13 44 99** to discuss your circumstances or visit gww.com.au to view our support options.



B PAY Biller Code: **8789**
Ref: **1254 8718 8112**

Telephone and Internet Banking - BPAY®: Contact your bank or financial institution to pay via savings, debit, credit card or transaction account. More info at bpay.com.au

POST billpay Billpay Code: **0362**
Ref: **1254 8718 8112**

Post BillPay: Pay in person at any Post Office or agency, call 131 816 or visit postbillpay.com.au



*362 125487188112

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021 REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT
Ver.9.2.CAV.AL/0623

- This is your residential rental agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to [Renters Guide](#) for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at www.consumer.vic.gov.au/renting or call 1300 558 181.

Part A – Basic terms

This agreement is between the residential rental provider (rental provider) and the renter(s) listed on this form.

- 1. Date of agreement** **20-Dec-2023**
This is the date the agreement is signed.
If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.
- 2. Premises let by the rental provider**
Address of Premises **3408/308 Exhibition Street,
Melbourne, VIC, 3000,**
- 3. Rental provider details**
Name: **Indriani Ismail Ing**
Rental provider's agent's details (if applicable)
Name: **Xynergy Realty (Altona) Pty Ltd Trading as
Xynergy Realty Altona**
Business Address: **114-116 Queen St, Altona, VIC 3018**
Telephone: **03 9398 8400**
Email: **rental.altona@xynergy.com.au**
ABN: **81 625 734 045**

Note: The rental provider must notify the renter within 7 days if any of this information changes.

- 4. Renter details**
Each renter that is a party to the agreement must provide their details here.

Full Name of Renter 1	Jian Wang
Current Address	440 Barkers Road , Hawthorn East, Vic, 3123
Email of Renter 1	wangji1888@msn.cn
Phone number of Renter 1	0416 591 846

Note: If there are more than four renters, include details on an extra page.



RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT

5. Length of the agreement

Fixed Period Agreement - The period of the Agreement (The period 12 months Agreement)
Start date: **21/12/2023** (this is the date the agreement starts and you may move in)

End date: **20/12/2024**

Note: A periodic (e.g. month by month) rental agreement will be formed at the end of the fixed term agreement if the renter and rental provider do not sign a new fixed term agreement and the renter stays in the property.

6. Rent

Rent amount (\$) **\$3,998.00** (payable in advance)
To be paid per week fortnight calendar month
Day rent is to be paid on the **20th** of each month.
Date first rent payment due **20/12/2023**

7. Bond

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than \$900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.
- The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.
- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at rtba@justice.vic.gov.au, or call the RTBA at 1300 13 71 64.

Bond Amount: **\$3,998.00**
Date bond payment due: **20/12/2023**

Part B – Standard terms

8. Rental provider's preferred method of rent payment

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick available methods of rent payment)

Direct debit Bank deposit Cash Cheque or money order
 BPAY other electronic form of payment, including Centrepay

9. Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The renter and the rental provider must immediately notify the other party in writing if their contact details change.

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT**

9.1. Does the rental provider agree to the service of notices and other documents by electronic methods, such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

- Yes – insert email address, mobile phone number or other electronic contact details
 No

rental.altona@xynergy.com.au

9.2. Does the renter agree to the service of notices and other documents by electronic methods, such as email?

(Renter to tick as appropriate)

- Renter 1 Yes – insert email address, mobile phone number or other electronic contact details
 No

wangji1888@msn.cn

Note: If there are more than four renters, include details on an extra page.

10. Urgent Repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below.

Details of person the renter should contact for an urgent repair (rental provider to insert details).

Emergency contact name	Endru Yao
Emergency phone number	03 9398 8400
Emergency email address	rental.altona@xynergy.com.au

Note: Full Emergency Contact List listed on the Appendix.

11. Professional Cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy, unless:

- Professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- Professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned or pay the cost of having all or part of the rented premises professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation (formerly body corporate)

Do owners corporation rules apply to the premises (Rental provider to tick as appropriate)

- No Yes If yes, the rental provider must attach a copy of the rules to this agreement.

13. Condition report

The renter must be given two copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(Rental provider to tick as appropriate)

- The condition report has been provided
 The condition report will be provided to the renter on or before the date the agreement starts

Part C – Safety-related activities

14. Electrical safety activities

- The rental provider must ensure an electrical safety check is conducted every two years by a licensed or registered electrician of all electrical installations, appliances and fittings provided by a rental provider in the rented premises, and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15. Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure a gas safety check is conducted every two years by a licensed or registered gasfitter of all gas installations and fittings in the rented premises and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

16. Smoke alarm safety activities

- (a) The rental provider must ensure that:
- (i) any smoke alarm is correctly installed and in working condition; and
 - (ii) any smoke alarm is tested according to the manufacturer instructions at least once every 12 months; and
 - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:
- (i) Information on how each smoke alarm in the rented premises operates; and
 - (ii) Information on how to test each smoke alarm in the rented premises; and
 - (iii) Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.

(d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the *Building Act 1993* require smoke alarms to be installed in all residential buildings.

17. Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the *Building Act 1993* on the request of the renter.

18. Relocatable swimming pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, at the rented premises.

(a) The renter must not put up a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.

(b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.
Note: Regulations made under *Building Act 1993* apply to any person erecting a relocatable swimming pool.

This safety-related activity only applies to swimming pools or spas that can hold water deeper than 300 mm.

19. Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

(a) If the rented premises is in a designated bushfire-prone area under section 192A of the *Building Act 1993* and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

(b) The water tank must be full and clean at the commencement of the agreement.

Part D – Safety-related activities

This is a summary of selected rights and obligations of renters and rental providers under the *Residential Tenancies Act 1997* (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit www.consumer.vic.gov.au/renting.

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act.
- must not use the premises for illegal purposes.
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours.
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing.
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in.
- must maintain the premises in good repair and in a fit condition for occupation.
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the agreement.

The renter:

- must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or interfere with safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking consent. These modifications are listed on the Consumer Affairs website.
- must seek the rental provider's consent before installing any other fixtures or additions.
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act.
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises:
 - has locks to secure all windows capable of having a lock, and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock, and
 - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that:
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key.
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - family violence intervention order; or
 - family violence safety notice; or
 - recognised non-local DVO; or
 - personal safety intervention order.

24. Repairs

- Only a suitably qualified person must do repairs – both urgent and non-urgent.

Urgent repairs

Section 3(1) of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit www.consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified.

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT

A renter may arrange for urgent repairs to be done if they have taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2,500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if:

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than \$2,500; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of:
 - damage to the premises.
 - breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter can apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within **14 days** of receiving notice of the need for repair.

25. Assignment or sub-letting

The renter:

- must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider may give the renter notice to vacate if the renter assigns or sublets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises.
- must not demand or receive a fee or payment for consent, other than reasonable expenses incurred by the assignment.

26. Rent

- The rental provider must give the renter at least 60 days' written notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, the renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase.

27. Access and entry

- The rental provider may enter the premises:
 - at any time, if the renter has agreed within the last 7 days.
 - to do an inspection but not more than once every 6 months.
 - to comply with the rental provider's duties under the Act.
 - to show the premises or conduct an open inspection to sell, rent or value the premises.
 - to take images or video for advertising a property that is for sale or rent.
 - if they believe the renter has failed to follow their duties under the Act.
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

28. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

Part E – Additional Terms

29. Further details (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

Part E.1. Commencement Stage

29.1. No Representations

The RENTER acknowledges that no promise representations, warranties or undertakings have been given by the RENTAL PROVIDER or AGENT in relation to the suitability of the premises let for the RENTER'S purposes or in respect of the furnishings or fittings of the premises let other than as provided herein. Without limiting clause 21, the RENTAL PROVIDER must ensure that the premises let comply with the rental minimum standards on Part C on this Agreement.

29.2. Consent of the Premises Let use

The RENTER shall only use the premises let for residential purposes unless the prior written consent of the RENTAL PROVIDER has been obtained for any other use.

- (a) The RENTAL PROVIDER may impose reasonable terms and conditions on giving any consent.
- (b) Any other use may be subject to council or other approval and any cost associated with such approvals will be the responsibility of the RENTER.

29.3. Government Compliance Requirements

The RENTER shall comply with any Acts, Regulations, Rules, or Direction of any Government, semi-Government, or statutory body.

29.4. Owners Corporation Compliance Rules

The RENTER agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation as specified in Appendix (as the case may be) in so far as they relate to or affect the use, occupation, and enjoyment of the premises let and the common property provided.

- (a) The RENTER shall not be required to contribute costs of a capital nature, or which would, except for this provision, be payable by the RENTAL PROVIDER.
- (b) The RENTER must comply with the rules of the Owners Corporation or any amending or superseding rules, a copy of which are provided to the RENTER. (If applicable.)
- (c) The Standard Rules of the Sub-Division (Owners Corporation) Regulations, if not amended, apply to all Bodies Corporate/Owners Corporations.

29.5. Availability of the Premises Let

The AGENT will use its best endeavours so that the premises let is available on the commencement date.

29.6. Condition Report

The RENTER acknowledges having received on or before entering into occupation of the premises let two copies of Entry or Ingoing Condition Report signed by or on behalf of the RENTAL PROVIDER as well as a written statement setting out the rights and duties of the RENTAL PROVIDER and the RENTER under a tenancy agreement.

- (a) The RENTER acknowledges that Entry or Ingoing Condition Report provided must be signed and returned to the AGENT within 5 business days after entering into occupation of the premises let.

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT

- (b) If the Entry or Ingoing Condition Report is not returned, the copy held by the AGENT will be accepted as conclusive evidence of the state of repair or general condition of the premises let at the commencement of this Agreement.

29.7. Residential Disclosure Statement

The RENTER acknowledges having received before entering into this Agreement an electronic or written disclosure statement as required by the Act.

29.8. Occupancy of the Premises Let

The RENTER acknowledges that the premises let are currently occupied or vacant; that vacant possession is subject to the occupant(s) leaving title premises in accordance with their Notice to Vacate.

29.9. Payment of Water Usage and Sewage Disposal

The RENTER shall pay charges in respect of the consumption of water and the sewage disposal charge of the rented premise, which is separately metered.

29.10. Payment of Services

The RENTER shall pay all charges in respect of the connection or re-connection and consumption of electricity, gas, internet broadband, and telephone of the premise let, which is separately metered for these services.

- (a) No claim shall be made against the RENTAL PROVIDER or the AGENT should the power not be connected at the commencement of the Agreement.
- (b) The RENTAL PROVIDER might be responsible for the first initial internet broadband connection fee on the brand-new premises let.

29.11. Furnishings

If the premises let is let fully furnished or semi-furnished the RENTER acknowledges that any furniture, fittings and chattels included in the premises let is listed in Entry Condition Report and the RENTER further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

29.12. Care for Furnishings

The RENTER agrees to care for and maintain any items of furniture, fittings and chattels leased with the premises let during the tenancy and deliver them to the RENTAL PROVIDER at the end of the tenancy in the same condition as at the commencement date (fair wear and tear expected). The RENTER must follow any care or manufacturer's instruction manuals provided to the properly care for any such furniture fittings and chattels leased with the premises let.

29.13. Withdrawal

Should the RENTER find it necessary to withdraw the Agreement prior to commencement date as specified in clause 5, she/he will:

- (a) immediately inform the Agent in writing of their intention within 48 hours (*two business days*) from the date of this Agreement;
- (b) reimburse the RENTAL PROVIDER all advertising costs incurred in obtaining a new RENTER; and
- (c) if the intention is lodged more than 48 hours (two business days) from the date of this Agreement, the RENTER agrees to pay a one-week rent fee for the opportunity cost of the RENTAL PROVIDER.

Part E.2. Tenancy Stage

29.14. Quiet Enjoyment

The RENTAL PROVIDER will take all reasonable steps so that the RENTER has quiet enjoyment of the premises let during the tenancy.

29.15. Cleanliness

The RENTER agrees to keep the premises let in a reasonably clean condition during the period of tenancy.

29.16. Noise Control

The RENTER shall adhere to the Environmental Protection Authority (EPA) – Noise Control Guidelines which states; noise from any fixed domestic plant must not be audible within a habitable room of any other residence (regardless of whether any door or window giving access to the room is open) during prohibited hours prescribed by the Environment Protection (Residential Noise) Regulations 2008. The following prohibited hours apply to air conditioners, swimming pool and spa pumps, ducted heating system and the like on Monday to Friday from 10.00 p.m. to 7.00 a.m. and on weekends and public holidays from 10.00 p.m. to 9.00 a.m. For further information please visit www.epa.vic.gov.au/noise.

29.17. Commercial Use

The RENTER must not grant a license or part with occupation of the premises let, or a part of the premises let to provide accommodation (*short stay or long stay*) for a fee or other benefit, without, in each instance, obtaining the RENTAL PROVIDER prior written consent which, if given, may be subject to reasonable conditions. Any request for consent must be made in writing to the AGENT.

29.18. Bond Use

The RENTER acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the BOND or any part of the BOND paid in respect of the premises CANNOT be used to pay rent. The RENTER further acknowledges that failure to abide by this section of the Act renders the RENTER liable to a penalty as stated on the Act.

29.19. Report Defects

The RENTER shall notify the RENTAL PROVIDER or AGENT immediately upon becoming aware of any defects in the premises let or any other matter which may give rise to liability pursuant to the Occupiers Liability Act 1983.

29.20. Report Damage or Injury

The RENTER shall notify the AGENT immediately in writing on becoming aware of any damage to or defects in the premises let or breakdown of facilities, whether or not it might injure a person or cause damage to the premises let.

29.21. Shared Services

The RENTER shall not do or allow anything to be done that will cause the shared service facilities to be obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

29.22. Rubbish

The RENTER shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close-fitted-lid as required by the Health and Human Services Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the RENTER for collection by the Local Council or Health and Human Services Department and returned to its allotted place.

29.23. Hanging Clothes

The RENTER shall not hang any clothes outside the premises let other than where provision for the hanging of clothes has been provided. The RENTER must use any clothes drying facilities in the manner required by the RENTAL PROVIDER or any Owners Corporation Rules.

29.24. Balcony

The RENTER agrees balcony will not be used for hanging clothes, washing or storage other than the balcony furniture.

29.25. Indoor Plants

The RENTER agrees that all indoor pot plants should be placed in suitable non-porous containers and raised at least 20 centimetres above the floor.

29.26. Maintain Garden

The RENTER agrees to maintain any garden at or adjacent to the premises let including the moving and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the RENTER in a neat and tidy condition, free of weeds and so far, as is reasonably possible, free of garden pests and properly watered. *(If applicable to the premises let.)*

29.27. Maintain Water Feature

The RENTER must comply with any government watering restrictions in place, from time to time when watering any garden. It is responsibility of the RENTER to maintain any water feature/fountain or pond at the premises let. The RENTER must maintain the water quality and keep the water feature/fountain or pond clean during the tenancy and taking into account fair wear and tear.

29.28. Maintain Water System

The RENTER agrees to maintain the system and or tank in the state of repair and condition it was in the start of the Agreement (fair wear and tear expected). The RENTER is not required to repair damage to the watering system caused by the RENTAL PROVIDER or the AGENT or their contractors.

29.29. Pools and Water Features

The RENTER must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the premises let without the express written permission of the RENTAL PROVIDER. The RENTER agrees that should any such permission be granted it will be conditional on the RENTER obtaining and providing evidence to the RENTAL PROVIDER, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

29.30. Notify Blockages

The RENTER must as soon as practicable notify the RENTAL PROVIDER or the AGENT of any blockage or defect in any drain, water service, or sanitary system.

- (a) No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy, or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems.
- (b) The RENTER must pay the RENTAL PROVIDER all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the RENTER or a person that the RENTER has allowed or permitted to be at the premises let. This obligation shall not extend to any defect or blockage caused by the RENTAL PROVIDER or the AGENT or their respective contractors.

29.31. Maintain Filters

The RENTER agrees to maintain the cleanliness of the filters for the air conditioning units and the kitchen range hoods by checking and cleaning the filters at least every three months. Please refer to the instruction manual to clean the filters. The RENTER may have to cover the cost of service on any future problems with the units if this caused by the cleaning was not undertaken.

29.32. Protection Against Damage

The RENTER must take reasonable measures so that anyone that the RENTER has allowed or permitted to be at the premises let does not cause damage to the premises let. This obligation shall not extend to the RENTAL PROVIDER or the AGENT or their respective contractors.

29.33. Floor Protection

If the premises let include polished floorboards or floating floor, it shall be the responsibility of the RENTER to fit floor protectors to all items of the furniture to protect the floorboards from scratching.

29.34. Smoke Free Zone

The RENTER acknowledges and agrees that the premises let is a smoke-free zone.

- (a) The RENTER and any invitees will NOT SMOKE inside the premises let during the term of the tenancy.
- (b) The RENTER is responsible and must take any necessary action to eliminate the odour from the carpets, walls, and blinds if it is found that the RENTER and or any invitees are smoking inside the premises let.

29.35. Heaters Products

The RENTER shall not keep or use any portable kerosene heaters, all burning heaters, or heaters of a similar kind in the premises let.

29.36. Fireplace Use

The RENTER agrees that the open fireplace(s) is/are NOT to be used as they are for ornamental purposes only.

29.37. Smoke Alarm Detectors

The RENTER must:

- (a) check or sight each smoke alarm detector in the premises let on a six-monthly basis to confirm that it is kept entirely operated. This activity is to ensure the safety of the RENTER and the security to the premises let as the duty of care; and
- (b) immediately notify the RENTAL PROVIDER or the AGENT of any faulty smoke alarm detector and confirm this advice to the RENTAL PROVIDER or the AGENT in writing on the same day.

29.38. Vehicle Parking

The RENTER shall not park or allow any vehicle to be parked on the premises let or in any garage facilities made available for use by the RENTER as part of the Agreement. No visitor cars are permitted to be parked at the premises let unless any dedicated visitor parking is provided by the RENTAL PROVIDER or any Owners Corporation.

29.39. Parking Permit

The RENTER acknowledges that if the premises let is advertised without any off-street parking being made available, it shall be the responsibility of the RENTER to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the premises let and or otherwise make independent arrangement for the parking of any vehicle.

29.40. Registered Vehicle

The RENTER agrees that the only vehicle, caravan, trailer, boat, or other permitted to be on the premises let are those nominated on the Residential Application Form and that the RENTER will make a written application to the AGENT in the event that any increase is required.

29.41. Mechanical Work

The RENTER agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats, or motorcycles in or around the premises let including common property. The RENTER also agrees to be fully responsible for the removal of any motorcycle, car, or boat spare parts or bodies or any other equipment used; and to fully reinstate the premises let or the land or common property on which it is situated to their original condition forthwith.

29.42. Replace Light Features

The RENTER shall, at the RENTER's expense, replace with a similar type of style and feature or attribute any lighting tube, globe, and down-light (including any starter ballast or transformer) at the premises let which become defective during the term or any extension of the Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

29.43. Registered Pets

The RENTER must not keep any animal, bird, or other pet at the premises let without first obtaining the written permission of the RENTAL PROVIDER provision to clause 28. In giving permission, the RENTAL PROVIDER or the AGENT may impose reasonable conditions.

- (a) It is not unreasonable for the RENTAL PROVIDER or the AGENT to withhold permission if the Owners Corporation Rules prohibit pets being on the common property or kept on the premises let.
- (b) If the RENTER of the premises let is blind, permission will not be required for the RENTER to have a trained guide dog at the premises let (unless permission must be obtained from the Owners Corporation).

29.44. Pets Responsibility

The RENTER acknowledges that

- (a) the RENTER will be responsible for any damage caused by any pet kept at or visiting the premises let.
- (b) the RENTER ensures that the pets will not cause any nuisance to the other neighbouring premises let.

29.45. Pet Request

The RENTER must complete and provide a pet request form as prescribed by Consumer Affairs Victoria in order to seek a written permission of the RENTAL PROVIDER or the AGENT to keep a pet at the premises let.

29.46. Pests Control

The RENTER agrees to take all reasonable steps to ensure that the premises let are kept free from pests, including but not limited to: rats, mice, cockroaches, fleas, ticks, silverfish, ants, and lice.

- (a) If, after investigation, it is discovered that the infestation is due to the negligence of the RENTER, all costs incurred, including fumigation, will be payable by the RENTER.
- (b) The extermination of all pests that may infest the premises let is considered an urgent repair and shall be dealt with in accordance with clause 24.

29.47. Changing Locks

In accordance with the Residential Tenancies Act 1997, if the RENTER changes the locks or security alarm code or other security device at the premises let,

- (a) The RENTER agrees to use the Owners Corporation's assigned locksmith if the RENTER wish to replace the barrels of the locks at their cost, for the premises let with an apartment setting and the locks are restricted and audited.
- (b) The RENTER agrees to provide a duplicate key to the RENTAL PROVIDER or the AGENT immediately.
- (c) The RENTER must give the RENTAL PROVIDER or the AGENT the new security alarm code or other access device as soon as practicable.

29.48. Lost Keys

The RENTER is responsible for the replacement of lost keys, remote controls, and the provision of any additional key, and any locksmith charges where keys are lost or mislaid and comply with clause 23. The AGENT does not guarantee that it holds a spare set of keys to the premises let at its offices.

29.49. Extra Keys

The RENTER acknowledges that should the RENTER wish to order any extra key, remote control or other access device for the premises let, it will be at the expense of the RENTER including the administration fee (non-reimbursable). The RENTER agrees that copies of all keys, remote controls, and access devices must be returned to the AGENT at the end of the tenancy without reimbursement.

29.50. Breakage Incident

The RENTER agrees to be responsible for all breakages at the premises let whether present or not at the time of the breakage, or to provide a police report where breakage is the result of theft or vandalism. This includes any glass broken or cracked during the tenancy due to negligence.

29.51. Premises Let Alterations

The RENTER shall not paint or affix any sign or any antenna or cabling onto the premises let without the prior written consent of the RENTAL PROVIDER.

- (a) The consent of the RENTAL PROVIDER will not be unreasonably withheld.
- (b) The consent of the RENTAL PROVIDER may be made subject to any reasonable condition including (but not limited to) removal of the object affixed when the tenancy is terminated.
- (c) The RENTAL PROVIDER may require the RENTER to remove such items affixed and make good any damage caused by such removal.
- (d) The RENTER's right and obligations in relation to modification are set out in clause 22 of the Agreement.

29.52. Premises Let Maintenance

The RENTER acknowledges that the premises let may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur,

- (a) the RENTAL PROVIDER will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and or tradespeople appointed by any insurer;
- (b) the RENTER agrees to allow the RENTAL PROVIDER or any tradespeople reasonable access to carry out any such repairs; and
- (c) the RENTAL PROVIDER must ensure that the premises let is provided and maintained in good repair.

29.53. Urgent Repairs

The RENTER acknowledges that the AGENT is authorized to attend urgent repairs to a maximum of \$2,500 including GST and the RENTER agrees to use all reasonable efforts to contact the AGENT during the business hours or after business hours on the contact details as provided on clause 10 or the approved Emergency Contact before any urgent repairs are completed.

Please refer to the booklet "Renting a Home – A guide for Renter" as provided for classification of urgent repairs.

29.54. Writing Maintenance Request

The RENTER acknowledges that ALL requests for maintenance to the premises let, with the exception of repairs defined by the Residential Tenancies Act 1997 as 'urgent repairs' are required in writing to the AGENT address outlined in clause 3.

29.55. Cost of Repairs of the Premises Let

The RENTER shall be liable for the cost of repairing the damage they caused, and RENTAL PROVIDER shall give the RENTER a repair notice for the damage caused by RENTER to the premises let.

Part E.3. Expiration Stage

29.56. Notice of Expiration

The RENTAL PROVIDER may issue a notice to vacate in accord with the Act during the term of this Agreement and the RENTER must vacate the premises let at the expiration of the notice period given in the notice to vacate.

29.57. Notice of Possession

The RENTER acknowledges that the RENTAL PROVIDER may require possession of the premises let at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

29.58. No Promise of Renewal

The RENTER acknowledges that no promise, representation or warranty has been given by the RENTAL PROVIDER or the AGENT in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 on this Agreement, the RENTER acknowledges that if this Agreement is specified in clause 5 of this Agreement as being for a fixed period, then it shall commence on the start date and expire on the end date.

29.59. Notice of Intention to Vacate

If the RENTER wishes to vacate the premises let at the expiration of this Agreement, the RENTER must give the RENTAL PROVIDER or the AGENT a written notice of the RENTER'S intention to vacate 28 days prior to the expiration of the Agreement.

29.60. Periodic Tenancy

If the RENTER remains in occupation of the premises let after the expiration of this Agreement and does not enter into a new fixed-term Agreement; the tenancy reverts to a periodic tenancy, the RENTER must give written notice of the RENTER'S intention to vacate the premises let specifying the termination date that is not earlier than 28 days after the day on which the RENTER gives written notice.

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT

29.61. Break Lease

Should the RENTER find it necessary to vacate the premises let prior to the expiry date of the lease, the RENTER will:

- (a) immediately inform the AGENT in writing of their desire and ask them to find acceptable person/persons willing to lease the premises let;
- (b) responsible for reimbursing the RENTAL PROVIDER or the AGENT the following cost:
 - the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the initial fixed period on clause 5, multiplied by the number of remaining days of the initial fixed period from and including the date a new RENTER takes possession, or
 - the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the current renewed fixed term in clause 5, multiplied by the number of remaining days of the current renewed fixed term period from and including the date a new RENTER takes possession, and
 - the advertising costs of \$350 plus GST or as on the advertising fees schedule whichever higher as incurred in obtaining a new RENTER, and
 - the National Tenancy Database check fee of \$15 plus GST on each new applicant, and
 - if the premises let are relet at a lower rent, the RENTER agrees to pay the RENTAL PROVIDER any difference or shortfall as required for the unexpired portion of the term of this Agreement subject to legal requirements.
- (c) continue maintaining the said premises let, and pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the tenancy whichever first occurs; and
- (d) vacate the premises let in a clean as in clause 11 and undamaged state as on the condition report per clause 13.

29.62. Public Notice and Access

The RENTER shall allow the RENTAL PROVIDER or the AGENT:

- (a) to put on the premises let a notice *'to let'* during the last month of the term of this Agreement.
- (b) to put on the premises let a notice *'for sale'* or *'auction'* at any time during the term of this Agreement.
- (c) to gain access to the premises let by the RENTAL PROVIDER or the AGENT to present the premises let to prospective purchasers or renters upon 48 hours' notice or by Agreement with the RENTER and the RENTAL PROVIDER or the AGENT as provision to clause 27.

29.63. Removal of Personal Belonging

The RENTER shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car, or boat spare parts or any other equipment at the termination of the tenancy and shall reinstate the premises let or the land on which it is situated on the condition which existed at the commencement of the tenancy provision to clause 13 subject only to fair wear and tear.

29.64. Modifications Restoration

The RENTER will remain responsible for restoring any modifications made to the premises let and will be able to lodge a restoration bond to cover the future removal of the fixture or modifications.

29.65. Window Cleaning

If required in order to return the premises let to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the premises let, the RENTER agrees to have all windows at the premises let cleaned (both internally and externally) in a professional manner at the RENTER's own cost immediately prior to vacating the premises let and taking into account fair wear and tear.

29.66. Carpet Cleaning

If required in order to return the premises let to the state evidenced in the condition report (*where carpets are steamed cleaned prior to commencement*), the RENTER will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the premises let to be steam cleaned or dry cleaned by a professional carpet cleaning contractor at the RENTER's own cost and provide the AGENT with an invoice or receipt for such work. The RENTER hereby acknowledges that carpet cleaning will be claimed from the bond if a professional receipt is NOT provided.

29.67. Cost of Rectification

The RENTER acknowledges and agrees that any damages done to the premises let as a result of non-approved work or installation will be the responsibility of the RENTER and rectification works will be completed at RENTER'S cost.

29.68. Cost of Replacements

At the end of the tenancy, the RENTER must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the premises let which have been damaged, destroyed or rendered inoperable or useful during the term of the tenancy and taking into account fair wear and tear.

29.69. Cost of Pet Damage

At the end of the tenancy, if any damage, discolouration odour or other deterioration has been caused at the premises let by any pet kept at or visiting the premises let, the RENTER shall be liable to the RENTAL PROVIDER for the cost of having the premises let professionally cleaned, fumigated, flea bombed, and or deodorised in accord with the provisions of this Agreement.

29.70. Cost of Cleaning

At the end of the tenancy, if the premises let is not in a clean and re-lettable condition upon vacating, the RENTER agrees to be responsible for the cleaning cost.

29.71. Return Keys

The RENTER acknowledges that it is the RENTER'S responsibility upon the termination of the Agreement to deliver all keys and any remote controls of the premises let held by the RENTER to the AGENT'S office in person during business hours, and that rent on the premises let is payable until all keys and any remote controls are delivered.

Part E.4. General Provision

29.72. Residential Tenancy Database

The AGENT will within 14 days of receipt of a written request to provide a copy of any listing located on a residential tenancy database used by the AGENT subject to the Act Section 439 (l).

29.73. Occupant of the Premises Let

The RENTER agrees that the person or persons who sign the Rental Agreement together with their dependent children are to be the ONLY occupants of the premises let.

29.74. Contents Insurance

The RENTER is not required to take out any insurance. The RENTER acknowledges that his/her personal belongings are not covered by the RENTAL PROVIDER insurance, hence the RENTER will not make claims for loss or damage of the personal belongings against the RENTAL PROVIDER. It is recommended that the RENTER should take out content insurance to adequately cover their possessions.

29.75. No Invalidating Insurance

The RENTER shall not do or allow anything to be done which would invalidate any insurance policy on the premises let or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the premises let. For the avoidance of doubt the RENTAL PROVIDER is responsible for payment of insurance, and nothing in this clause requires the RENTER to take out or pay for any insurance.

29.76. Loss or Damage

The RENTAL PROVIDER shall not be liable to the RENTER or anyone at the premises let for any loss or damage caused by the failure of the RENTER to avoid damage to the premises let by the RENTER or anyone at the premises let with the consent of the RENTER.

29.77. Injury and Damage

The RENTAL PROVIDER shall not be liable to the RENTER or anyone at the premises let for any liability in respect of injury or damage to the RENTER or to any third party or property arising from any conduct, act or omission by the RENTER or any servant, agent and or invitee of the RENTER including (but not limited to) any guest visiting the premises let on any occasions.

29.78. Rent Payment

The RENTER agrees:

- (a) payments are to be made monthly or as stated in clause 6 in advance on or before the due date by BPAY system or any approved payment system by the AGENT in clause 8 or as notified in writing by the AGENT from time to time.
- (b) rent will be paid without demand by or on behalf of the RENTAL PROVIDER and on time as stated in clause 6.
- (c) rent will be paid up to 3 days prior to the rent due date, as monies might take three business days to clear into the trust account.
- (d) EXACT rent payments in full are to be tendered with the correct RENTER'S Reference as provided.
- (e) to pay all bank charges if the rent payment is made by any other method apart from the payment method available in clause 8.

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT

29.79. Rent Increase

The RENTAL PROVIDER must not increase the rent more than once in every 12 months.

- (a) The RENTAL PROVIDER may in accord with the provisions of the Act Section 44, increase the rent by giving the RENTER at least 60 days' notice of the rent increase, unless this Agreement is specified in clause 5 to be for a fixed term.
- (b) If the RENTER disagrees with the rent increase sought by the RENTAL PROVIDER, the RENTER may apply to the Director of Consumer Affairs Victoria (CAV) for an investigation, provided the application to the Director of CAV is made within 30 days after the notice of rent increase is given by or on behalf of the RENTAL PROVIDER.

29.80. Cost of Repairs of the Furniture, Fittings, and Chattels

The RENTER acknowledges that the RENTER may be liable for any repairs or maintenance costs to any furniture, fittings, and chattels leased with the premises let if the RENTER has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture, fittings, or chattels leased with the premises let.

29.81. Electronic Notices

The RENTER acknowledges that the RENTER is entering into a binding Agreement if this Agreement is signed utilizing an electronic signature.

- (a) The RENTER consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000, unless indicated to the contrary in clause 9.
- (b) The RENTAL PROVIDER consents to the Electronic Transactions (Victoria) Act 2000 at the email address of the AGENT.
- (c) If the RENTER has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000, the RENTAL PROVIDER shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

29.82. Change of Electronic Address

The RENTAL PROVIDER and the RENTER must give immediate written notice to the other party and the AGENT if the email address for the electronic service of notices or other documents is changed, or any other contact details are changed.

29.83. Withdrawal of Consent

The RENTER may withdraw consent to the electronic service of notices or other documents by giving written notice to the RENTAL PROVIDER or the AGENT but such notice shall only become effective on receipt by the RENTAL PROVIDER or the AGENT.

29.84. Notice of Entry

The RENTAL PROVIDER or the AGENT has the right to enter the premises let subject to compliance with the Act and clause 27:

- (a) to carry out duties specified in this Agreement, or the Act or any other legislation or law;
- (b) to value the premises let or any property of which the premises let form part, provided that at least seven days' notice has been given to the RENTER;
- (c) at any time between 8.00 a.m. and 6.00 p.m. on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the premises let, provided that at least 48 hours' written notice has been given to the RENTER;

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT

- (d) at any time between 8.00 a.m. and 6.00 p.m. on any day (except a public holiday), for the purposes of showing prospective new RENTERS through the premises let provided that at least 48 hours' written notice has been given to the RENTER (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- (e) to verify a reasonable belief that the RENTER or any occupier may not have met any duties as a RENTER of the premises let, provided that at least 24 hours' written notice has been given to the RENTER;
- (f) to make one general inspection provided that entry for that purpose has not been made within the last six months, and provided further that at least seven days' written notice has been given to the RENTER.

29.85. Change of Renter

The RENTER in the occupation of the premises let is changed during the term of the tenancy, the RENTER must as soon as practicable notify the RENTAL PROVIDER or AGENT in writing and comply with clause 25.

29.86. Obligation of Renter of Transfer

The RENTER'S obligation to pay or reimburse the RENTAL PROVIDER or the AGENT for any expenses or charge incurred in preparing a written transfer of this Agreement is dependent upon the RENTAL PROVIDER taking reasonable steps to mitigate any loss arising from the RENTER default or due to the event in clause [29.88](#).

29.87. Process of Transfer

The RENTER agrees to inform the AGENT in writing prior to any RENTER transfers and or would like to either add or remove additional RENTER to the Agreement,

- (a) The RENTER understands and agrees that each ingoing RENTER must complete a Residential Rental Application Form with full supporting documents as required and must be approved by the RENTAL PROVIDER, prior to the RENTER transfer taking place.
- (b) The *ingoing* and or *outgoing* RENTER agrees to pay in advance a transfer processing fee of \$275 (including GST) or 0.55 weeks rent (including GST), whichever greater per transfer or change event, and
- (c) The *ingoing* and or *outgoing* RENTER agrees to pay in advance the National Tenancy Database check fee of \$15 plus GST on each new applicant.
- (d) The RENTER further agrees to ensure all documentation formalising the RENTER transfer and the transfer processing fee payment receipt are submitted to the AGENT prior to finalisation of the transfer of tenancy.

The transfer will take in place until the new Agreement is binding and unconditional.

29.88. Assignment and Sub-Letting

The RENTER assigns the tenancy or sub-let in contrary to clause 25, or the RENTER abandon the premises let, the RENTER agrees:

- (a) to reimburse the RENTAL PROVIDER'S expenses including:
 - the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the initial fixed period on clause 5, multiplied by the number of remaining days of the initial fixed period from and including the date a new RENTER takes possession, or
 - the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the current renewed fixed term in clause 5, multiplied by the number of remaining days of the current renewed fixed term period from and including the date a new RENTER takes possession, and

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT

- the advertising costs of \$350 plus GST or as on the advertising fees schedule whichever higher as incurred in obtaining a new RENTER, and
 - the National Tenancy Database check fee of \$15 plus GST on each new applicant, and
 - if the premises let are relet at a lower rent, the RENTER agrees to pay the RENTAL PROVIDER any difference or shortfall as required for the unexpired portion of the term of this Agreement subject to legal requirements.
- (b) To be responsible to pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the Agreement whichever first occurs; and
- (c) Leave the premises let in a clean as in clause 11 and undamaged state as on the condition report per clause 13.

29.89. Administration Fee of Extra Keys

The RENTER agrees to pay the administration fee (*non-reimbursable*) as in clause [29.90](#) for the extra keys and to return all keys as given at the end of the tenancy.

29.90. Standard Administration Fee

The RENTER agrees to pay in advance the administration fee for any extra services that fall out of the standard services level of the AGENT for the amount of \$33 (included GST) per processing service that excluded of the RENTER'S transfer processing fee in clause [29.87](#).

29.91. Failure to Comply

The RENTER acknowledges that failure to comply with the Act may render the RENTER liable to a penalty as stated on the Act.

29.92. Enforcement of the Agreement

No consent or waiver of any breach by the RENTER of the RENTER'S obligations under the Residential Tenancies Act 1997 shall prevent the RENTAL PROVIDER from subsequently enforcing any of the provisions of this Agreement.

29.93. Severability

If any provision of this Agreement is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be don't the entire provision is to be severed from this Agreement without affecting the validity or enforceability of the remaining provisions of this Agreement.

29.94. Definitions and Interpretation

All terms used in this Agreement shall have the meanings given to them in the Schedule or in the Addendum which shall form part of this Agreement.

- (a) The Act means Residential Tenancies Act 1997 including any subordinate regulations,
- (b) The Schedule means the schedule to this Agreement,
- (c) The Addendum means the additional terms to this Agreement,
- (d) The Agreement means this document incorporating the Schedule, and
- (e) All attachments on the Appendix or the digital link to this document.

29.95. Amendment of the Agreement

This Agreement may be amended only by an Agreement in writing signed by the RENTAL PROVIDER and the RENTER. Where the premises let form part of a building, the RENTAL PROVIDER has the right to make and or alter the rules and regulations for the premises let and the RENTER will be bound by such rules and regulations of the Act.

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT**

30. Signatures

This agreement is made under the **Residential Tenancies Act 1997**. Before signing you must read **Part D – Rights and Obligations** in this form.

RENTAL PROVIDER

Endru Yao

Endru Yao (Dec 20, 2023 12:58 GMT+11)

*Signature of AGENT
on behalf of the
RENTAL PROVIDER*

Endru Yao
Name

Date 20-Dec-2023

RENTER

Jian Wang

Jian Wang (Dec 20, 2023 14:33 GMT+11)

Signature of RENTER

Jian Wang
Name

Date 20-Dec-2023

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT**

Appendix

1. [Privacy Collection Notice](#)
2. [Rental Disclosure Statement](#)
3. [Emergency Contact Details](#)
4. [Owners Corporation Rules](#) (as the case may be)

Prepared on: 19 December 2023











RRA_3408 308 Exhibition Street_21.12.23-20.12.24

Final Audit Report

2023-12-20

Created:	2023-12-20
By:	Xynergy Realty AL (info.altona@xynergy.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjilrPfwTrnjltPOoScpZZEtOcEm8H5NH

"RRA_3408 308 Exhibition Street_21.12.23-20.12.24" History

-  Document created by Xynergy Realty AL (info.altona@xynergy.com.au)
2023-12-20 - 1:56:25 AM GMT- IP address: 117.54.109.8
-  Document emailed to endru@xynergy.com.au for signature
2023-12-20 - 1:56:32 AM GMT
-  Email viewed by endru@xynergy.com.au
2023-12-20 - 1:58:17 AM GMT- IP address: 66.249.84.174
-  Signer endru@xynergy.com.au entered name at signing as Endru Yao
2023-12-20 - 1:58:41 AM GMT- IP address: 111.220.140.218
-  Document e-signed by Endru Yao (endru@xynergy.com.au)
Signature Date: 2023-12-20 - 1:58:43 AM GMT - Time Source: server- IP address: 111.220.140.218
-  Document emailed to wangji1888@msn.cn for signature
2023-12-20 - 1:58:44 AM GMT
-  Email viewed by wangji1888@msn.cn
2023-12-20 - 1:58:57 AM GMT- IP address: 104.28.125.32
-  Signer wangji1888@msn.cn entered name at signing as Jian wang
2023-12-20 - 3:33:38 AM GMT- IP address: 120.21.113.252
-  Document e-signed by Jian wang (wangji1888@msn.cn)
Signature Date: 2023-12-20 - 3:33:40 AM GMT - Time Source: server- IP address: 120.21.113.252
-  Agreement completed.
2023-12-20 - 3:33:40 AM GMT

OWNERS CORPORATION CERTIFICATE

S151(4)(a) Owners Corporation Act 2006 and R14 Owners Corporations Regulations 2018

Address 3408 / 63 La Trobe Street Melbourne Vic 3000

This certificate is issued for **Lot 3408** on Plan of Subdivision **PS811190V OC No. 1 & No. 2**

Applicant for the certificate is Link West Conveyancing

Address for delivery of certificate is jeff@linkwestconveyancing.com.au

Reference number

Date that the application was received was 25 April 2024

The information in this certificate is issued on 30 April 2024

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

(a) The current annual fees for the lot are OC No. 1 \$926.40
OC No. 2 \$4,183.60

Payable in quarterly instalments of OC No. 1 \$231.60
OC No. 2 \$1,045.90

*** Note: there will be an insurance levy fee payable on 1 July 2024
Last year's levy fee for the period 30.06.2023 – 30.06.2024 was \$697.00*

The total of any unpaid fees or charges for the lot is \$NIL

(b) The date up to which the fees for the lot have been paid is 30 June 2024

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **There are no special fees or levies**

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?
If so, then provide details: **No**

(f) Owners Corporation insurance cover: **Refer to attached Certificate of Currency**

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, then provide the date of that resolution: **There is no resolution**

(h) The total funds held by the owners corporation are: **See attached Financial Statement**

- (i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?
If so, then provide details: **No**
- (j) Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details: **Refer to attached Schedule/s**
- (k) Are there any current agreements to provide service to lot owners, occupiers or the public?
If so, then provide details: **There are no agreements**
- (l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details: **There are no notices or orders**
- (m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?
If so, then provide details: **There are no legal proceedings**
- (n) Has the owners corporation appointed, or resolved to appoint, a manager?
- The manager is Peak Strata
PO Box 878
Camberwell South Vic 3124
Telephone: 0472 814 982
info@peakstrata.com
- (o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? **No administrator has been appointed nor has there been a proposal for the appointment of an administrator**
-

(p) Documents to be attached to the owners corporation certificate are:

A copy of the minutes of the last annual general meeting of the owners corporation
A copy of the consolidated rules registered at Land Victoria (if applicable)
A copy of Schedule 3 of the Owners Corporation Regulations 2018 entitled
“Statement of Advice and Information for Prospective Purchasers and Lot Owners”

This owners corporation certificate was prepared by:



Rick Deering
Peak Strata
PO Box 878
Camberwell South Vic 3124
info@peakstrata.com



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Commercial Strata Insurance Plan

Policy No	CS0006094088
Policy Wording	CHU COMMERCIAL STRATA INSURANCE PLAN
Period of Insurance	30/06/2023 to 30/06/2024 at 4:00pm
Plan Number	811190
The Insured	OC 811190V - STAGE 1
Situation	310-326 EXHIBITION STREET MELBOURNE VIC 3000

Policies Selected

Policy 1 – Insured Property

Not Selected

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$10,000,000

Policy 7 – Machinery Breakdown

Sum Insured: \$100,000

Policy 8 – Catastrophe Insurance

Not Selected

Policy 9 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000



Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)

Not Selected

Date Printed

30/06/2023

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Commercial Strata Insurance Plan

Policy No	CS0006108881
Policy Wording	CHU COMMERCIAL STRATA INSURANCE PLAN
Period of Insurance	30/06/2023 to 30/06/2024 at 4:00pm
Plan Number	811190V
The Insured	"SAPPHIRE"
Situation	310-326 EXHIBITION STREET MELBOURNE VIC 3000
Additional description	COINSURANCE APPLIES (CHU LEADS WITH 35% SHARE)

Policies Selected

Policy 1 – Insured Property

Building: \$696,603,000

Common Area Contents: \$1,000,000

Loss of Rent & Temporary Accommodation (total payable): \$104,490,450

Policy 2 – Liability to Others

Not Selected

Policy 3 – Voluntary Workers

Not Selected

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Not Selected

Policy 6 – Office Bearers' Legal Liability

Not Selected

Policy 7 – Machinery Breakdown

Not Selected

Policy 8 – Catastrophe Insurance

Not Selected

Policy 9 – Government Audit Costs and Legal Expenses

Not Selected



Policy 10 – Lot owners’ fixtures and improvements (per lot)

Not Selected

Flood Cover is excluded.

Notes

Coinsurance applies:

The sums insured stated in this Schedule represents 100% of the total sums insured that form part of a coinsurance program.

CHU's participation is limited to 35% of the sums insured for Policy 1 - Insured Property, where this section is shown as selected, in this Schedule as the lead insurer.

Please refer to attached Supplementary Product Disclosure Statement for Co'-Insurance (QM8796).

CHU Capacity Summary:

35% for Policy 1 (where shown as selected)

Coinsurance program summary – Policy 1 (Insured Property):

CHU Underwriting Agencies Pty Ltd	35%
XL Insurance Company SE (Australia Branch)	25%
Everest International Reinsurance Limited (Singapore Branch)	22.5%
Berkshire Hathaway Specialty Insurance	17.5%

Endorsement:

Exclusion 2e on Page 22 is deleted and replaced with:

2. We will not pay for Damage to:

e.

(i) Your Insured Property directly resulting from construction, erection, alteration or addition where the value of such work exceeds \$500,000 unless Our written consent to continue cover has been obtained, which will not unreasonably be withheld, before the commencement of such work. However We will pay for Damage which results from any other Event claimable under Policy 1.

(ii) Your Insured Property resulting from or arising out of or in connection with any internal fit-out works for Hotel Shangri La, nor will we pay any costs arising from such damage.

Date Printed

21/07/2023

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Balance Sheet

As at 30/04/2024

Owners Corporation No. 1 PS811190V

Sapphire, 63 LaTrobe Street, MELBOURNE VIC
3000

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	155,621.83
Owners Equity--Admin	4,575.43
	160,197.26
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	100,621.07
	100,621.07
Net owners' funds	\$260,818.33

Represented by:

Assets

Administrative Fund

Cash at Bank--Admin	148,329.84
Receivable--Levies--Admin	4,159.82
Receivable--Levies (Special)--Admin	921.00
Receivable--Owners--Admin	10,508.53
	163,919.19

Maintenance Fund

Cash at Bank--Maintenance	29,485.02
Investments--Maintenance	75,000.00
Receivable--Levies--Maintenance	831.65
Receivable--Owners--Maintenance	164.84
	105,481.51

Unallocated Money

Cash at Bank--Unallocated	3,979.27
	3,979.27

Total assets

273,379.97

Less liabilities

Administrative Fund

Creditor--GST--Admin	(2,103.86)
Creditors--Other--Admin	3,291.20
Prepaid Levies--Admin	1,712.10
Suspense--Admin	822.49
	3,721.93

Maintenance Fund

Creditor--GST--Maintenance	4,518.13
Prepaid Levies--Maintenance	342.31
	4,860.44

Unallocated Money

Prepaid Levies--Unallocated	3,979.27
	3,979.27

	Current period
<i>Total liabilities</i>	<u>12,561.64</u>
Net assets	<u>\$260,818.33</u>

Balance Sheet
As at 30/04/2024

Owners Corporation No. 2 PS811190V

Sapphire, 63 LaTrobe Street, MELBOURNE VIC
3000

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	385,710.23
Owners Equity--Admin	248.25
	<u>385,958.48</u>
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	99,047.29
Owners Equity--Maintenance	130,831.82
	<u>229,879.11</u>
Net owners' funds	<u><u>\$615,837.59</u></u>

Represented by:

Assets

Administrative Fund	
Cash at Bank--Admin	399,027.76
Receivable--Levies--Admin	21,085.58
Receivable--Owners--Admin	2,800.00
	<u>422,913.34</u>
Maintenance Fund	
Cash at Bank--Maintenance	34,333.78
Investments--Maintenance	200,000.00
Receivable--Levies--Maintenance	2,399.32
	<u>236,733.10</u>
Unallocated Money	
Cash at Bank--Unallocated	32.66
	<u>32.66</u>
Total assets	<u><u>659,679.10</u></u>

Less liabilities

Administrative Fund	
Creditor--GST--Admin	8,819.56
Creditors--Other--Admin	13,863.41
Deposits Received--Admin	173.38
Deposits Received--Damage Bond--Admin	10,000.00
Prepaid Levies--Admin	3,735.31
Suspense--Admin	363.20
	<u>36,954.86</u>
Maintenance Fund	
Creditor--GST--Maintenance	6,424.78
Prepaid Levies--Maintenance	429.21
	<u>6,853.99</u>
Unallocated Money	
Prepaid Levies--Unallocated	32.66

	Current period
	<u>32.66</u>
Total liabilities	<u>43,841.51</u>
Net assets	<u><u>\$615,837.59</u></u>

AGREEMENTS & CONTRACTS REGISTER
SAPPHIRE BY THE GARDENS

Item	Type	Term	Expiry	Frequency of Service	Contractor / Supplier
Owners Corporation Management	Contract	3 Years	30.09.2025	As per Contract	Peak Strata Pty Ltd
Cleaning	Contract	1 Year	10.09.2024	Daily	Sanitized Pty Ltd
Building Management Concierge	Agreement	3 Years	31.08.2025	Ongoing	Stellar Facilities Management
Electricity				Not Applicable	Origin
Embedded Network Manager Services	Agreement	Ongoing	Ongoing	Not Applicable	Origin
Central Hot Water System				Not Applicable	Origin
Centralised Energy Equipment	Master Agreement	Ongoing	Ongoing	Not Applicable	Origin
HVAC (Heating, Ventilation & Air Conditioning)	Agreement	3 Years	31.08.2026	As per Agreement	Ellis Air
Fire Monitoring	Agreement	3 Years	31.08.2025	Ongoing	ADT Fire Monitoring
Building Management Software	Agreement	3 Years	09.10.2025	Not Applicable	iCondo
Essential Safety Measures	Agreement	3 Years	31.08.2026	As per Agreement	Geelong Fire Services
Waste Equipment	Agreement	3 Years	05.09.2026	As per Agreement	Wastech
Residential Lifts	Contract	3 Years	31.08.2026	Monthly +	Otis
Car Lifts	Agreement	3 Years	01.12.2026	Quarterly +	Nordic Elevator Services
Vehicle Roller Doors	Contract	1 Year	30.08.2024	Quarterly +	Mirage Doors
Automatic Door Systems	Agreement	2 Years	01.09.2025	Quarterly +	Dormakaba

AGREEMENTS & CONTRACTS REGISTER
SAPPHIRE BY THE GARDENS

Plumbing Maintenance **	Agreement	Ongoing	N/A	As per Agreement	Spectrum Plumbing
Swimming Pool	Agreement	1 Year	20.01.2024	Weekly	The AGL Group
Indoor Plants	Contract	1 Year	Ongoing	As per Contract	The Frenchams Group
Gardening Infrastructure	Agreement	1 Year	31.11.2024	As per Agreement	Fytogreen
Garbage Chute Cleaning	Agreement	2 Years	26.07.2025	Six Monthly	Wheelie Bin Cleaning Man
Sanitary	Agreement	1 Year	Ongoing	Monthly	Initial
Swimming Pool Boilers					Aqueduct Heating Services
EV Charging Stations					Chargefox

** Includes Storm Water and Rainwater Pumps, Sewer Pumps, Backflow Prevention Devices, Sewer Reflex Valves, Pits & Grates and Pressure Limiting Valves

Owners Corporation PS811190V OC No.1
Sapphire By The Gardens
63 La Trobe Street Melbourne Vic 3000

Minutes of the Annual General Meeting
By Zoom Video Conference
Wednesday 20 December 2023

APPOINTMENT OF A CHAIRPERSON

Rick Deering was appointed to chair the meeting.

The Chairperson welcomed those in attendance and declared the meeting open at 4:15pm.

LOT OWNERS PRESENT

J S N Dhingra – Lot 1308	Zheng Yi Lam – Lot 2809
Deirdre Lander & Angelo Iannazzo-Lot 1401	Benjamin Chun-Ming So – Lot 2903
Liam Flood – Lot 1601	Christopher Hobbs – Lot 3003
Ling Jie Terence Kee – Lot 1702	Mary Bonaventura & John Bonaventura – Lot 3401
Xianjin Hu – Lot 1703	Bradley Graham McMahon – Lot 3706
K J Li – Lot 1704	Maggie Tan – Lot 3908
David John Elliott – Lot 1707	Liam Saliba & Yutong Bu – Lot 4203
Theodore Mervin Wang – Lot 1801	Russell Hodge & Justine Hodge – Lot 4304
Chern Xi Wong – Lot 1902	Hanna Pearson – Lot 4308
Hunt Soon See – Lot 2102	Kok Koon Tan - Lot 4406
Sven Schulz – Lot 2201	Kimlong Kou – Lot 4701
Budiyento Hie – Lot 2207	Peter John Gill & Margaret Gill – Lot 4901
Deirdre Lander – Lot 2802	Justin Gar Hoa Fung – Lot 5001
Harminder Singh – Lot 2803	Hugh Joseph Norton – Lot 5202
Peng Yan Wong – Lot 2807	Anthony Poon – Lot 5206

BY PROXY

Philippa Cheyne – Lot 1203, 1304, 1404, 1503, 1604, 1904, 2003, 2303, 2402, 3002, 3205, 3407, 3507, 3602, 3607 & 3807
Russell Hodge – Lot 4304
Bernard Seow – Lot 1507
Michelle Su – Lot 1808
Eileen Khoo – Lot 5206
Jordy O'Brien – Lot 2806
Hunt Soon See – S2

APOLOGIES

None

IN ATTENDANCE

Adelene Harymoelia – Lot 3503	Oki Sanjaya – Stellar FM
Petrina So – Lot 2903	Douglas Tan – Stellar FM
Lynn Ng – Lot 5406	Rick Deering – Peak Strata
Amanda Wang – Peak Strata	Vicki Daly – Peak Strata

QUORUM

The chairperson noted that a quorum had not been achieved so in accordance with Section 78 of the Owners Corporation Act the meeting will proceed however all resolutions are interim resolutions and will follow the procedure in Subsection (4).

The effect of Subsection (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period the interim resolution cannot be acted on until the resolution confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

1. CONFIRMATION OF MINUTES OF PREVIOUS ANNUAL GENERAL MEETING

Resolved by Ordinary Resolution

That the Minutes of the Annual General Meeting held on 14 October 2022, a copy of which was attached to the Notice of Meeting, be confirmed.

By a show of hands (of those entitled to vote), the Resolution was carried without dissent.

2. REPORTS

The Owners Corporation considered the Reports as were attached to the Notice of Meeting.

- 2.1. Owners Corporation Committee
- 2.2. Complaints – Nil Report
- 2.3. Interest Waiver – Nil Report
- 2.4. Owners Corporation Manager
- 2.5. Building Manager

3. PENALTY FOR LATE PAYMENT OF FEES

Resolved by Ordinary Resolution

That in accordance with Section 29 of the Owners Corporation Act, the Owners Corporation will charge interest on any amount payable by a lot owner to the Owners Corporation that is still outstanding 7 days after the due date for payment.

The rate of interest will be charged in accordance with the Penalty Interest Rates Act 1983. The rate is currently 10.0%.

By a show of hands, the Resolution was carried without dissent.

4. ARREARS INSTRUCTIONS

Resolved by Ordinary Resolution

That the Owners Corporation instructs Peak Strata to take all necessary steps to recover outstanding fees and charges from lot owners including sending a Reminder Notice, a Final Fee Notice and the making of an Application to VCAT with any subsequent enforcement in the Magistrates Court.

That all fees, costs, and charges incurred by Peak Strata for taking these arrears actions will be charged to the lot owner. In the event that the costs are not recovered from the lot owner the costs will be met by the Owners Corporation.

By a show of hands, the Resolution was carried without dissent.

5. CONTRACT OF APPOINTMENT

The Owners Corporation have appointed Peak Strata Pty Ltd as the Owners Corporation Manager for a term of three (3) years commencing on 13 October 2022 at the cost detailed in the Contract of Appointment.

6. ADOPTION OF FINANCIAL STATEMENTS

Resolved by Ordinary Resolution

That the Financial Statements as attached to the Notice of Meeting be approved.

By a show of hands, the Resolution was carried without dissent.

7. ADMINISTRATION FUND BUDGET, FEES AND INSTALMENTS

Resolved by Ordinary Resolution

That the Administration Fund Budget for **Owners Corporation PS811190V No.1** is to be approved at \$670,000.

7.1 That the Administration Fund Fees (per Unit of Liability), the number of instalments and the due dates of each instalment be approved as follows (including GST):

No. of Instalment	Due Date	Amount	Period
1	Already Sent	\$ 2.2975	01/10/2023 – 31/12/2023
2	01/01/2024	\$ 2.2975	01/01/2024 – 31/03/2024
3	01/04/2024	\$ 2.2975	01/04/2024 – 30/06/2024
4	01/07/2024	\$ 2.2975	01/07/2024 – 30/09/2024
Total payment per lot liability		\$ 9.19	
Total number of lot liabilities		80,196	

By a show of hands, the Resolution was carried without dissent

8. INSURANCE LEVY

Lot Owners are advised that expenditure for the renewal of the insurance policy is not included in the Administration Fund Budget. A separate Fee Notice of the insurance premium due on 30 June 2024 will be sent in June 2024.

9. MAINTENANCE PLAN

The Owners Corporation continues to adopt the Maintenance Plan as prepared by Solution in Engineering on 21/09/2022. See below for Budget, Fees and Instalments. A copy of the Plan is available on the Peak Strata Portal.

10. MAINTENANCE FUND BUDGET, FEES, AND INSTALMENTS

Resolved by Ordinary Resolution

10.1 That the Maintenance Fund Budget for Owners Corporation PS811190V No.1 is to be approved at \$133,990.

10.2 That the Maintenance Fund Fees (per Unit of Liability), the number of instalments and the due dates of each instalment be approved as follows. (Including GST):

No. of Instalment	Due Date	Amount	Period
1	01/10/2023	\$ 0.46	01/10/2023 – 31/12/2023
2	01/01/2024	\$ 0.46	01/01/2024 – 31/03/2024
3	01/04/2024	\$ 0.46	01/04/2024 – 30/06/2024
4	01/07/2024	\$ 0.46	01/07/2024 – 30/09/2024
Total payment per lot liability		\$ 1.84	
Total number of lot liabilities		80,196	

By a show of hands, the Resolution was carried without dissent

11. BUILDING VALUATION

The Owners Corporation continues to rely upon the Building Valuation as prepared by **Solutions In Engineering** on **08/11/2022**. A copy of the Plan is available on the Peak Strata Portal.

12. INSURANCE

Resolved by Ordinary Resolution

That the insurance policy, the details of which follow, be adopted by the Owners Corporation:

Insurer	CHU Strata Insurance (LEAD)	Sums Insured
	Building	\$696,603,000
	Common Property Contents	\$1,000,000
	Loss of Rent / Temporary Accommodation	\$104,490,450
	Public Liability	\$30,000,000
	Voluntary Workers	\$200,000
	Fidelity Guarantee	\$100,000
	Office Bearers Liability	\$10,000,000
	Appeal Expenses	\$100,000
	Machinery Breakdown	\$100,000
Amount of Premium	\$744,675.13	
Policy Number	CS0006094088	
Period of Insurance	30/06/2023 – 30/06/2024 at 4:00 pm	

Excess	Standard Excess \$7,500 Each and Every Event Water Damage Excess; \$15,000 Each and Every Event Exploratory costs Burst Pipes: \$15,000 Each and Every Event
---------------	--

The Owners Corporation further resolve that where the repairs on an insurance claim are for the sole benefit of one lot only, the lot in benefit of the repairs of an insurance claim will be responsible for the policy excess relevant to the insurable event. Where an insurance claim is relevant to the common property or its services as registered to the Owners corporation, the Owners Corporation will absorb the excess applicable to an insurance claim except an excess amount or an increased premium resulting from or attributable to an insurance claim, if the claim is caused by a culpable or wilful act or the gross negligence of:

- (i) a lot owner; or
- (ii) a lot owner's lessee; or
- (iii) a guest of a lot owner or a guest of a lot owner's lessee.

Note that the policy does not cover any contents of lots. An example of items that are contents, and therefore not covered, are furniture, carpets, floating timber floors, light fittings and window furnishing. Nor does the policy cover any negligence that occurs with a titled area.

By a show of hands, the Resolution was carried without dissent.

Peak Strata Pty Ltd are an ASIC registered Authorised Representative for Whitbread Insurance Brokers. Our ASIC registration number is 1299494.

We are authorised to provide general and factual advice regarding insurance products. Please refer to the relevant Product Disclosure Statement in order to make your own assessment on whether or not the insurance product satisfies your needs and objectives.

Peak Strata Pty Ltd have a current Professional Indemnity insurance policy in place with a sum insured of \$10,000,000.

Note that in accordance with the Owners Corporation Contract of Appointment Clause 1.3 Peak Strata has facilitated placement of this insurance and will manage all insurance matters including claims and will receive a brokerage fee for doing so. This brokerage fee in no way adds any additional cost to the premium.

13. ELECTION OF THE COMMITTEE

Number of Members of the Committee

Prior to the Resolution being put, a proxy holder of a lot owner requested that a poll be taken based on one vote for each unit of entitlement.

There are 80,196 units of entitlement (votes).

Lot S2 has 50,400 units of entitlement (votes) being 62.85% of the total units of entitlement.

Resolved by Ordinary Resolution

Confirmed that the total number of members elected to the Committee of the Owners Corporation to be 7 in accordance with the Owners Corporation Act.

Members Elected to the Committee

Prior to the Resolution being put, a proxy holder of a lot owner requested that a poll be taken based on one vote for each unit of entitlement.

There are 80,196 units of entitlement (votes).

Lot S2 has 50,400 units of entitlement (votes) and declared the nominations that they will be voting for. Other votes cast are indeterminable due to the anonymous nature of on-line voting.

The following nominations were received:

- Bernard Seow
- Michelle Su
- Chern Xi Wong
- Sven Schulz
- Jordy O'Brien
- Benjamin So
- Chris Hobbs
- Bradley McMahon
- Russell Hodge
- Justin Fung
- Hugh Norton
- Jeffery Ong
- Hunt Soon See

Therefore it was **Resolved** that the following persons, having received at least 50,400 votes each and being 62.85% of the total units of entitlement, were elected to the Committee:

- Michelle Su
- Chern Xi Wong
- Jordy O'Brien
- Chris Hobbs
- Justin Fung
- Jeffery Ong
- Hunt Soon See

And that the Owners Corporation delegates to the Committee all the powers and functions of the Owners Corporation that may be delegated in accordance with Section 11 of the Owners Corporations Act.

GENERAL BUSINESS

The following matters were raised:

Residency

A lot owner requested that it would be good to know what the percentage of residents are owner occupiers and what percentage are rental providers. Building Management will be asked to assist in establishing these figures.

Future Annual General Meetings

A lot owner felt that it would be better that future Annual General Meetings be held in person. This will be a decision for the Committee at the time.

Owners Corporation Poll Voting

A lot owner requested that the Minutes record the robust discussion regarding the poll voting at a general meeting. Whilst the poll voting for the OC No. 1 was conducted in accordance with the Owners Corporations Act, there was a view by some that this was not appropriate.

CLOSURE

There being no further business the Chairperson declared the meeting closed at 6.34pm.

For further information contact:
Rick Deering
Peak Strata Owners Corporation Manager
PO Box 878, Camberwell South Vic 3124
info@peakstrata.com

Owners Corporation PS811190V OC No.2
Sapphire By The Gardens
63 La Trobe Street Melbourne Vic 3000

Minutes of the Annual General Meeting
By Zoom Video Conference
Wednesday 20 December 2023

APPOINTMENT OF A CHAIRPERSON

Rick Deering was appointed to chair the meeting.

The Chairperson welcomed those in attendance and declared the meeting open at 6:35pm.

LOT OWNERS PRESENT

J S N Dhingra – Lot 1308	Zheng Yi Lam – Lot 2809
Deirdre Lander & Angelo Iannazzo - Lot 1401	Benjamin Chun-Ming So – Lot 2903
Liam Flood – Lot 1601	Christopher Hobbs – Lot 3003
Ling Jie Terence Kee – Lot 1702	Mary Bonaventura & John Bonaventura – Lot 3401
Xianjin Hu – Lot 1703	Bradley McMahon – Lot 3706
K J Li – Lot 1704	Maggie Tan – Lot 3908
David Elliott – Lot 1707	Liam Saliba & Yutong Bu – Lot 4203
Theodore Mervin Wang – Lot 1801	Russell Hodge & Justine Hodge – Lot 4304
Chern Xi Wong – Lot 1902	Hanna Pearson – Lot 4308
Hunt Soon See – Lot 2102	Kok Koon Tan - Lot 4406
Sven Schulz – Lot 2201	Kimlong Kou – Lot 4701
Budiyento Hie – Lot 2207	Peter Gill & Margaret Gill – Lot 4901
Deirdre Lander – Lot 2802	Justin Fung – Lot 5001
Harminder Singh – Lot 2803	Hugh Norton – Lot 5202
Peng Yan Wong – Lot 2807	Anthony Poon – Lot 5206

BY PROXY

Philippa Cheyne – Lot 1203, 1304, 1404, 1503, 1604, 1904, 2003, 2303, 2402, 3002, 3205, 3407, 3507, 3602, 3607 & 3807
Russell Hodge – Lot 4304
Bernard Seow – Lot 1507
Michelle Su – Lot 1808
Eileen Khoo – Lot 5206
Jordy O'Brien – Lot 2806
Hunt Soon See – S2

APOLOGIES

None

IN ATTENDANCE

Adelene Harymoelia – Lot 3503	Oki Sanjaya – Stellar FM
Petrina So – Lot 2903	Douglas Tan – Stellar FM
Lynn Ng – Lot 5406	Rick Deering – Peak Strata
Amanda Wang – Peak Strata	Vicki Daly – Peak Strata

QUORUM

The chairperson noted that a quorum had not been achieved so in accordance with Section 78 of the Owners Corporation Act the meeting will proceed however all resolutions are interim resolutions and will follow the procedure in Subsection (4).

The effect of Subsection (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period the interim resolution cannot be acted on until the resolution confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

1. CONFIRMATION OF MINUTES OF PREVIOUS ANNUAL GENERAL MEETING

Resolved by Ordinary Resolution

That the Minutes of the Annual General Meeting held on 14 October 2022, a copy of which was attached to the Notice of Meeting, be confirmed.

By a show of hands, (of those entitled to vote) the Resolution was carried without dissent.

2. REPORTS

The Owners Corporation considered the Reports as were attached to the Notice of Meeting.

- 2.1. Owners Corporation Committee
- 2.2. Complaints – Nil Report
- 2.3. Interest Waiver – Nil Report
- 2.4. Owners Corporation Manager
- 2.5. Building Manager

3. PENALTY FOR LATE PAYMENT OF FEES

Resolved by Ordinary Resolution

That in accordance with Section 29 of the Owners Corporation Act, the Owners Corporation will charge interest on any amount payable by a lot owner to the Owners Corporation that is still outstanding 7 days after the due date for payment.

The rate of interest will be charged in accordance with the Penalty Interest Rates Act 1983. The rate is currently 10.0%.

By a show of hands, the Resolution was carried without dissent.

4. ARREARS INSTRUCTIONS

Resolved by Ordinary Resolution

That the Owners Corporation instructs Peak Strata to take all necessary steps to recover outstanding fees and charges from lot owners including sending a Reminder Notice, a Final Fee Notice and the making of an Application to VCAT with any subsequent enforcement in the Magistrates Court.

That all fees, costs, and charges incurred by Peak Strata for taking these arrears actions will be charged to the lot owner. In the event that the costs are not recovered from the lot owner the costs will be met by the Owners Corporation.

By a show of hands, the Resolution was carried without dissent.

5. CONTRACT OF APPOINTMENT

The Owners Corporation have appointed Peak Strata Pty Ltd as the Owners Corporation Manager for a term of three (3) years commencing on 13 October 2022 at the cost detailed in the Contract of Appointment.

6. ADOPTION OF FINANCIAL STATEMENTS

Resolved by Ordinary Resolution

That the Financial Statements as attached to the Notice of Meeting be approved.

By a show of hands, the Resolution was carried without dissent.

7. ADMINISTRATION FUND BUDGET, FEES AND INSTALMENTS

Resolved by Ordinary Resolution

That the Administration Fund Budget for **Owners Corporation PS811190V No.2** is to be approved at **\$1,210,000.00**

7.1 That the Administration Fund Fees (per Unit of Liability), the number of instalments and the due dates of each instalment be approved as follows (including GST):

No. of Instalment	Due Date	Amount	Period
1	Already Sent	\$11.1675	01/10/2023 – 31/12/2023
2	01/01/2024	\$11.1675	01/01/2024 – 31/03/2024
3	01/04/2024	\$11.1675	01/04/2024 – 30/06/2024
4	01/07/2024	\$11.1675	01/07/2024 – 30/09/2024
Total payment per lot liability		\$44.67	
Total number of lot liabilities		29,796	

By a show of hands, the Resolution was carried without dissent.

8. MAINTENANCE PLAN

The Owners Corporation continues to adopt the Maintenance Plan as prepared by Solution in Engineering on 21/09/2022. See below for Budget, Fees and Instalments. A copy of the Plan is available on the Peak Strata Portal.

9. MAINTENANCE FUND BUDGET, FEES, AND INSTALMENTS

Resolved by Ordinary Resolution

9.1 That the Maintenance Fund Budget for **Owners Corporation PS811190V No.2** is to be approved at **\$139,050.00**

9.2 That the Maintenance Fund Fees (per Unit of Liability), the number of instalments and the due dates of each instalment be approved as follows (including GST):

No. of Instalment	Due Date	Amount	Period
1	01/10/2023	\$1.2825	01/10/2023 – 31/12/2023
2	01/01/2024	\$1.2825	01/01/2024 – 31/03/2024
3	01/04/2024	\$1.2825	01/04/2024 – 30/06/2024
4	01/07/2024	\$1.2825	01/07/2024 – 30/09/2024
Total payment per lot liability		\$5.13	
Total number of lot liabilities		29,796	

By a show of hands, the Resolution was carried without dissent.

10. ELECTION OF THE COMMITTEE

Resolved by Ordinary Resolution

The total number of members elected to the Committee of the Owners Corporation to be 7.

Voting: Yes 19 No 4 Abstain 0

The following nominations were received with the vote noted:

- Bernard Seow 3
- Chern Wong 6
- Sven Schultz 18
- Benjamin So 30
- Chris Hobbs 33
- Bradley McMahon 5
- Russel Hodge 33
- Justin Fung 31
- Hugh Norton 29
- Eileen Khoo 33
- Jeffery Ong 9
- Deirdre Lander 22

Note

Whilst there was an announcement of results at the meeting, it was later found that 15 votes, being those cast by Proxy Holder Philippa Cheyne, had in error not been included in the tally.

Therefore it was **Resolved** that the following persons were elected to the Committee.

- Benjamin So
- Chris Hobbs
- Russel Hodge
- Justin Fung
- Hugh Norton
- Eileen Khoo
- Deirdre Lander

And that the Owners Corporation delegates to the Committee all the powers and functions of the Owners Corporation that may be delegated in accordance with Section 11 of the Owners Corporations Act.

GENERAL BUSINESS

There was no further General Business

CLOSURE

There being no further business the Chairperson declared the meeting closed at 7.00pm.

For further information contact:

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Owners Corporation Rules for Owners Corporation 1 Plan of Subdivision PS811190V

Sapphire by the Gardens

310-326 Exhibition Street and 49-91 La Trobe Street, Melbourne

Definitions

In these rules, the following words have the following meanings:

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

Owners Corporation means an owners corporation incorporated by registration of the Plan of Subdivision and includes any Manager who, or Committee that, has been duly appointed and delegated by such owners corporation to assume certain powers and duties of the owners corporation and in particular to set the terms and conditions referred to in any of these Rules.

Brand means the brand used by Hotel.

Building means the building at 310-326 Exhibition Street and 49-91 La Trobe Street, Melbourne, which includes any car parking and storage spaces situated within the building.

Building Manager means the person, firm or company appointed by the Owners Corporation to manage the Building.

Committee means a committee established under section 100 of the Act.

Common Property means the common property on the Plan of Subdivision.

Developer means Setia (Melbourne) Development Company Pty Ltd ACN 143 464 804.

Development means the Sapphire by the Gardens development on the land comprised in certificate of title volume 11937 folio 044.

Hotel means the hotel business operated in Lot S2 of the Plan of Subdivision by the Hotel Operator.

Hotel Operator means the hotel service provider operating the Hotel, from time to time.

IP Rights means any rights of the Hotel Operator or any related corporation or associate of Hotel Operator available under patent, copyright, trademark, service mark, trade name, product configuration, industry design, or trade secret law or any other statutory provision or common law doctrine with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, graphs, drawings, reports, analyses, other writings, and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension of time to the terms of such rights.

Lot means a lot on the Plan of Subdivision.

Manager means the person appointed in accordance with section 119 of the Act.

Member means an owner of a Lot(s) and member of the Owners Corporation.

Occupier means any tenant, licensee or other person or persons occupying the Lot.

Plan of Subdivision means plan of subdivision PS811190V.

Regulations means the *Owners Corporation Regulations 2018* (Vic).

Rules means these rules, any additional rules and model rules of the Owners Corporation.

Security Key means key, swipe card or any other device to secure the Building or any part thereof, or to gain entry thereto.

Trademarks means all current and future trademarks, service marks (including designs, logos, slogans and symbols), trade names, product configuration, industrial design, trade dress and other indicia of origin for the Brand that are owned by the Hotel Operator or any related corporation or associate of the Hotel Operator, including all derivations of any of the foregoing.

Interpretations

- (a) In these rules unless the context indicates a contrary intention:
- (1) headings are for convenience only and shall not affect interpretation;
 - (2) words denoting any gender shall include all genders;
 - (3) an expression importing a natural person shall include any company, partnership, joint venture, association, corporation or other body corporate and any governmental authority;
 - (4) a reference to a person includes a reference to the person's trustees, guardians, executors, heirs, beneficiaries, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
 - (5) a reference to an Act of Parliament, ordinance, code or other law includes regulations and other statutory instruments (including by-laws) under it and shall include any amendment, consolidation, modification or re enactment thereof or any replacement legislation;
 - (6) a reference to an Owners Corporation includes any elected committee of the Owners Corporation; and
 - (7) a reference to a corporation means and includes its liquidators, receivers, administrators and controllers.
- (b) The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.
- (c) If any term, clause or provision of these rules or part thereof shall be or be deemed or judged to be invalid for any reason, such invalidity shall not affect the validity or operation of any other term, clause or provision of these rules, except to the extent necessary to give effect to such invalidity.
- (d) Any provision of these rules which is illegal or unenforceable shall be ineffective to the extent of such illegality, voidness or unenforceability without invalidating the remaining provisions.

A. NEGATIVE OBLIGATIONS

1 Use of Common Property and Lots

A Member or Occupier must not:

- 1.1 damage, deface or obstruct any entrances, passages, stairways, landings, pathways, skylight or any part of the Common Property or use them for any purpose other than the purpose for which they are provided;
- 1.2 obstruct the lawful use and enjoyment of the Common Property by any person entitled to use the Common Property;
- 1.3 obstruct or in any way interfere with any fire appliance, cupboard, stairway or landing in the Building or permit any fire appliance, cupboard, stairway, common walkway (paths of travel) or landing in the building to be obstructed;
- 1.4 use any fire appliance or fire equipment for anything other than extinguishing a fire i.e. fire hose reels must not be utilised to wash vehicles, hose down paths etc;
- 1.5 enter, or facilitate any person to enter, any plant room, machinery room, equipment area or other similar area without the prior written consent of the Owners Corporation;
- 1.6. use or permit to be used in a manner that would contravene any planning regulations, requirements or restrictions placed on the Plan of Subdivision;
- 1.7 use or permit a Lot to be used for any purpose which may be illegal or injurious to the reputation of the Development or may cause a nuisance or a hazard to the health and safety of a Member, Occupier or user of another Lot;
- 1.8 smoke or allow any of its employees or visitors to smoke within the Common Property areas, outside the main entry doors or in any place around the outside of the Building which may cause a nuisance to Building Occupiers.
- 1.9 dispose of any cigarette butts or ash on to the Common Property;
- 1.10 consume alcoholic beverages on Common Property unless first having obtained the prior written consent of the Owners Corporation and then only upon the terms of such consent (Note: Consent can be revoked at anytime by an authorised representative of the Owners Corporation);
- 1.11 use any Owners Corporation electricity or utilities for personal use without the prior written consent of the Owners Corporation;
- 1.12 allow any part of its Lot to become unreasonably untidy, unclean or not properly maintained so that it detracts from the amenity or appearance of the Building;
- 1.13 except with the prior written consent of the Owners Corporation and at their own risk, use or store on the Lot or Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material use or intended to be used for normal and lawful domestic purposes or in the fuel tank of a motor vehicle.

2 Vehicles, Driveway, Car Parking Areas & Bicycles

A Member or Occupier must not:

- 2.1 park or leave a vehicle or permit a vehicle to be parked or left on the Common Property so as to obstruct a driveway or entrance or exit to a Lot or in any place other than in a parking area specified for such purpose by the Owners Corporation. The Owners Corporation reserves the right to remove any vehicles in breach of this Rule and arrange tow away of the vehicle at the Member or Occupier's expense and such expense being recoverable as a debt to the Owners Corporation;;
- 2.2 permit bicycling, rollerblading, skateboarding, roller skating, or ball games in the car parking areas, driveways or access pathways or any part of the Common Property;
- 2.3 store any private items or materials other than a motor vehicle on any car park Lot or part of a Lot being for car parking unless first having obtained the prior written consent of the Owners Corporation;
- 2.4 store or place any bicycle or motor cycle or scooter or any other private materials or goods on or in the Common Property without the prior written consent of the Owners Corporation and then only upon the terms of such consent;
- 2.5 access the bike storage area without a swipe access card/fob;
Note: Any bikes/items stolen from the bike storage area are not the responsibility of the Owners Corporation and any person who utilises the storage area does so at their own risk.
- 2.6 allow any build up or discharge of oil or any other fluids from any parked vehicle and ensure that all vehicle parking surfaces are cleaned and free of any oil, grease and fluids of any kind. Same is to be removed immediately upon notification of build up by the Owners Corporation;
- 2.7 no structures including storage cupboards are to be erected within the car park Lot area without the written consent of the Owners Corporation. No flammable products may be stored within the car park Lot;
- 2.8 store or accumulate in public view or permit to be stored or accumulated any materials, goods or debris on any car parking areas forming a Lot or part of a Lot;
- 2.9 wash or service any vehicle or machinery within the car park or Common Property unless an area designated by the Owners Corporation;
- 2.10
- 2.11 permit any bicycle to be brought into a Lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the Common Property as may be designated by the Owners Corporation from time to time;
- 2.12 permit any bicycle to be stored other than in the areas (if any) of the Common Property that may be designated by the Owners Corporation for such purpose and fitted with bicycle racks from time to time; and

Members and Occupiers acknowledge and agree that a car park manager may be appointed or licensed by the Owners Corporation on terms acceptable to them which involves access to all common area driveways.

3 Noise

A Member or Occupier must not:

- 3.1 unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the Common Property or own Lot unless the Owners Corporation has given prior written consent for the noise to be made;
- 3.2 make or permit to made noise from music or machinery which may be heard outside the Member's or Occupier's Lot between the hours of Monday, Tuesday, Wednesday and Thursday 10pm and 8am & Friday, Saturday, Sunday 11pm and 8am; and
- 3.3 use washing machines, vacuum cleaners, tumble dryers and dishwashers between the hours of 10pm and 8am.

4 Balconies, Windows and Outward Appearance

A Member or Occupier must not:

- 4.1 hang or place on or from any balcony or in or from any window (i.e clothes) of a Member's Lot or in or about the Common Property anything which adversely affects the outward appearance or state of repair of a Member's Lot or the Common Property or which may otherwise affect the use and enjoyment of the Lots and Common Property of the Building by Members or Occupiers;
 - 4.2 use any balcony as a place of storage;
 - 4.3 keep any plant, planter box, tree, shrubs, BBQ or any other items on a balcony or open land forming part of the Lot without the prior written consent of the Owners Corporation;
 - 4.4 keep or allow anything belonging to a Member or Occupier to be on any balcony or any part of the exterior of a member's Lot after being given notice by the Owners Corporation to remove the item after the Owners Corporation has resolved that the thing is causing a nuisance or adversely affects the use and enjoyment of the Building, Lots or Common Property by Members and Occupiers;
- tint windows, or install external blinds or fittings of any description to the windows on a Lot other than those approved by the Owners Corporation;
- 4.6 install any equipment or apparatus of any kind (including any blind, light fitting, awning, air conditioning unit, antenna or satellite dish, security door, bars, grills or fly wire screen) which extends outside the boundaries of a Lot without the prior written consent of the Owners Corporation;
 - 4.7 construct or erect on or within a Lot any sheds, kennels or structures of any nature or description on any terrace, patio, or balcony or place on any terrace, patio or balcony any spas, hot tubs or other items which may be of a weight that might adversely affect the terrace patio or balcony without having first obtained written consent of the Owners Corporation;
 - 4.8 operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any appliance lawfully in use on the Common Property, another Lot or another part of the Building;
 - 4.9 install or operate any intruder alarm in a Lot which emits an audible signal;
 - 4.10 place, display or hang any chattel or item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the Common Property;
 - 4.11 install any air conditioning or heating unit in a Lot other than in a place nominated by the Owners Corporation and in keeping (as determined by the Owners Corporation) with the original design for air conditioning services and plan in the Building;
 - 4.12 install any pipes, wiring, cables or the like to the external face of the Building; and

- 4.13 install, leave or place on any terrace, verandah, balcony or Common Property any item including (without limitation), a barbeque, outdoor heater, pots, plants or shrubs without the prior written consent of the Owners Corporation.

5 Signs, Blinds & Awnings

A Member or Occupier must not:

- 5.1 display publicly on any portion of a Lot or on the Common Property, including any noticeboard on the Common Property, any placard, sign or advertisement of any kind, except with the prior written consent of the Owners Corporation;
- 5.2 install or permit the installation of any awnings, blinds or curtains unless it meets the specifications approved by the Owners Corporation; specifications for interior blinds being outlined in Schedule 1 of these Rules;
- 5.3 allow the erection of any for sale or for lease for licence or sub lease boards or signs of any description on the Common Property without the prior written consent of the Owners Corporation which consent may be given in its absolute discretion and with any conditions or limitations imposed as the Owners Corporation sees fit;
- 5.4 allow the erection of any car park signage unless it is first approved in writing by the Owners Corporation;
- 5.5 5.6 tamper with any signage, display cases or tenancy or business boards in Common Property;
- 5.7 install, erect, paint, affix or maintain anything (including any advertisement or notice) on the inside or the outside of the Lot which is, in the Owners Corporation's reasonable opinion incongruous or unsightly or which may detract from the general appearance of the Lot, common areas or the Building; and
- 5.8 advertise in the Lot, Common Property or the Building by way of handbills or sandwich boards.

If the Owners Corporation has licensed the signage rights for all or part of the Building to the Developer or any other party ("licensee"), then a Member or Occupier must deal directly with that licensee should it wish to erect a sign in an area licensed to the licensee.

6 Waste and Garbage

A Member or Occupier must not

- 6.1 put any garbage or refuse anywhere on the Common Property other than in garbage bins or rubbish chute designated by the Owners Corporation;
- 6.2 put any type of waste or garbage in Owners Corporation garbage bins or containers other than the type of waste designated for those bins;
- 6.3 put any general waste or garbage in Owners Corporation garbage bins or rubbish chute unless securely tied in a plastic bag;
- 6.4 store or keep waste or garbage other than in properly tightly secured receptacles in an area specified for such purpose by the Owners Corporation;
- 6.4 deposit any items or articles of rubbish including but not limited to any items of a non household nature or furnishings, fittings or fixtures into any receptacle except as may be provided from time to time by the Owners Corporation;
- 6.5 burn any rubbish or waste in or upon the Lot or the Common Property; and

- 6.6 throw, drop, or let fall any article or substance from or out of a Lot or the Common Property.

7 Animals

A Member or Occupier must :

- 7.1 not keep any animal on a Lot or Common Property after being given notice by the Owners Corporation to remove the animal after the Owners Corporation has resolved that the animal is causing a nuisance. This rule does not apply to an animal that assists a person with an impairment or disability; and
- 7.2 ensure that any pet and / or animal in the Member's or Occupiers control and / or possession does not urinate or leave any animal droppings on the Common Property.

8 Security

A Member or Occupier must not:

- 8.1 permit any security key or card or garage access codes provided by the Owners Corporation to be held by or used by any person other than the Member or Occupier who has agreed to return the security key or card to the Member or the Owners Corporation;
- 8.2 duplicate or permit any security key or card to be duplicated nor lose a security key or card nor hand a security key or card to any person other than another Member or Occupier nor dispose of any security key or card otherwise than by returning it to the Member or the Owners Corporation;
- 8.3 enter an area to which the security key or card provided by the Owners Corporation to the Member or Occupier has not got access by the security key or card except by approval of the Owners Corporation or invitation of a Member or Occupier who has a security key or card to the other area;
- 8.4 keep any security key on a key ring or any security card in a container which has any identification with the Development;
- 8.5 permit any person to enter the Development with a Member or Occupier unless that person is known to the Member or Occupier as a resident in the Development;
- 8.6 prop or wedge open any security door or window;
- 8.7 access the car park area without using the remote control system or by following another vehicle in; and
- 8.8 leave any external doors of the Building open after entry or exit or leave any windows which give access to the Common Property open after leaving the area.

9 Use of Lifts

A Member or Occupier must not:

- 9.1 use the lifts for any other purpose other than to gain pedestrian access to his or her Lot as directed by the Owners Corporation;

- 9.2 hold the lift doors and/or prevent the doors of the lift closing for any period of time so as to interfere with the normal operation of other Members' or Occupiers' use of the lifts;
- 9.3 press the alarm or stop button except in an emergency situation; and
- 9.4 press any button other than the one representing the floor or level that the lift is required to stop at.

Commercial / Retail Lot Occupiers are not permitted to utilise the residential lifts to transport any goods through the lift and through the ground floor foyer.

10 Access to Lots

A Member or Occupier must not:

- 10.1 refuse or impede access by the Owners Corporation or any person undertaking work under the authority of the Owners Corporation for the purpose of installing, servicing or removing any pipes ducts or other equipment, including window cleaning, in respect of which an easement exists under section 12 of the *Subdivision Act 1988* (Vic).

11 Behaviour of Invitees

A Member or Occupier must not and must ensure all of their respective guests, visitors and invitees of any kind and for any purpose whatsoever do not:

- 11.1 use language or behave in a manner, including sexual harassment and discrimination, which is likely to cause offence, embarrassment or likely to interfere with the peaceful enjoyment of a Member or Occupier of another Lot or any person lawfully using the Common Property;
- 11.2 fail to accept liability for and compensate the Owners Corporation in respect of all damages to the Common Property;
- 11.3 enter the Common Property without the consent or approval (actual or implied) of such Member or Occupier; and
- 11.4 use the foyer other than to gain access or exit to the Building.

A Member or Occupier must take all reasonable steps to ensure that its invitees comply with these Rules and in default take all reasonable steps to ensure that their invitees leave the Building.

12 Moving In and Moving Out Policy

A Member or Occupier must not:

- 12.1 move furniture or bulky items through Common Property except in accordance with the following policy:

Members or Occupiers must:

- 12.2 advise the Owners Corporation of all pending removalist and or bulky item delivery activity at least 48 hours prior to the move and or delivery; the appointed Building Manager must also be notified prior to the move in/out;
- 12.3 move in and out only on Mondays to Fridays 9.00am – 4.00pm and must not use any other access to the Building other than from the loading dock. Any furniture,

equipment or goods must not be moved via any stairs, lifts or other parts of the Common Property unless with the prior written approval of the Owners Corporation Manager or at the direction of the Building Manager (the Owners Corporation Manager or Building Manager shall not be liable for any loss or damage);

- 12.4 provide a point of contact at the Building to contracted removalists, delivery persons and or persons assigned to facilitate the move;
- 12.5 prior to the commencement of the move or delivery conduct a thorough inspection of all floors, walls, ceilings and doors for previous damage;
- 12.6 place protective floor coverings in place one hour prior to the move or delivery commencing;
- 12.7 remove protective floor coverings within an hour of the move or delivery being completed;
- 12.8 supervise constantly and vigilantly the move or delivery;
- 12.9 at the completion of the move or delivery, liaise with persons concerned with the 'move' or delivery and conduct a walk through to facilitate a property inspection report of all areas utilised by the removalist staff and or delivery personnel;
- 12.10 note and if necessary arrange digital photographs to be taken of any damage to Common Property; and
- 12.11 provide a copy of the property inspection report along with copies of any digital photographs to the removalists and Owners Corporation Manager.
- 12.12 prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager and the Member or Occupier will inspect the Common Property through which such article is to be moved to establish its state of repair. The Member or Occupier of the Lot will be liable for any damage caused to the Common Property arising from the movement of the article.

A Member or Occupier may be asked to pay a surety, the amount of which will be determined by the Manager, prior to moving in or out of the Building. Any damage caused as a result of the move in or out will be deducted from the surety and the balance of which will be refunded within 7 days of the completion of the move.

13 Services

Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Member or Occupier must not do anything or permit to be done on or in relation to that Lot or the Common Property so that:

- 13.1 the structural integrity of any part of the Common Property is impaired; or
- 13.2 the provision of services through the Lot or the Common Property is interfered with in any way; or
- 13.3 any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with; or
- 13.4 the water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage or repairs shall be upon demand borne by the Member or Occupier causing the damage or blockage.

14 Alterations of Lots and Common Property

A Member or Occupier must not:

- 14.1 make any alteration to the Lot whether structural or otherwise which changes the appearance of the exterior of the Lot or of the Building on the Lot or make any structural alterations to the interior of the Lot which may affect the structural integrity of the Building in which the Lot is situated or paint the exterior of the Lot or the Building on the Lot except with the same colours as are used in the Development without first having obtained the prior written consent of the Owners Corporation and then only upon the observance of any conditions imposed by the Owners Corporation including if required the execution of an appropriate indemnity and the payment of any costs occasioned to the Owners Corporation; and
- 14.2 make any alterations or additions to any glazing, buildings, services or equipment on Common Property without the prior written consent of the Owners Corporation and then upon the terms of any such consent.

15 Building Works

- 15.1 A Member or Occupier must not undertake any building works within or about or relating to a Lot except in accordance with the following requirements:
 - (a) the Member or Occupier must enter into a 'Building Works Agreement' with the Owners Corporation which details the conditions to apply with respect to the works to be undertaken, including:
 - (i) adherence to these Rules;
 - (ii) carrying out a dilapidation survey (which may involve inspection of the area prior to commencement and also at completion of works);
 - (iii) accepted hours for works to be undertaken;
 - (iv) working access and also materials access;
 - (v) use of lifts;
 - (vi) indemnifying the Owners Corporation against damage, possible claims which may arise as a result of the works undertaken (except to the extent that such damage or claims are caused by the Owners Corporation or the Manager); and
 - (vii) payment of a reasonable bond as security.
 - (b) before the Member or Occupier commences or procures the commencement of works, the Member or Occupier must:
 - (i) cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the Owners Corporation;
 - (ii) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation;
 - (iii) pays such reasonable costs as per Rule 15(a)(vii) to the Owners Corporation; and
 - (iv) sign a form of indemnity in a form reasonably required by the Owners Corporation to indemnify the Owners Corporation against any damage which may be sustained to the Common Property or any injury which may occur to any person as a result of works being undertaken, except to the extent such

damage or loss is sustained as a result of the negligence or unlawful act of the Owners Corporation, the Manager or the Building Manager.

15.3 A Member or Occupier must not:

- (a) undertake any building works within or about or relating to a Lot unless:
 - a. all requisite permits, approvals and consents under all relevant laws have been obtained and copies of them have been given to the Manager of the Owners Corporation;
 - b. the Owners Corporation's written consent has been obtained;
 - c. such works are undertaken strictly in accordance with permit approvals;
 - d. such works are undertaken with a minimum of nuisance, annoyance, disturbance and inconvenience to other Members or Occupiers of Lots; and
 - e. proceed with any such works until the Member or Occupier:
 - i. submits to the Owners Corporation plans and specifications of any works proposed by the Member or Occupier which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building; and
 - ii. supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total Building and do not endanger the Building and are compatible with the overall services to the Building and the individual floors;
 - iii. receives written consent to those works from the Owners Corporation, which consent must not be unreasonably withheld but which consent may be given subject to the condition that the reasonable costs of the Owners Corporation's consent must be paid by the Member or the Occupier; and
Note: costs may include the costs of building consultants engaged by the Owners Corporation to consider such plans and specifications.
 - iv. pays the costs referred to in paragraph 15.3 to the Owners Corporation;
- (b) ensure that the Member or Occupier and the servants, agents and contractors of the Member or Occupier undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of common areas and Common Property and on-site management and building protection, and hours of work and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein;

- (c) ensure that the Member or Occupier and the servants, agents and contractors of the Member or Occupier undertaking such works observe the following restrictions in respect of the works:
 - a. building materials must not be stacked or stored on the Common Property;
 - b. scaffolding must not be erected on the Common Property;
 - c. construction work times must comply with the local laws of the relevant council;
 - d. the exterior appearance of the Building on the Lot and Common Property must at all times be maintained in a clean tidy and safe state;
 - e. construction vehicles and construction workers' vehicles must not be parked in or on the Common Property;
 - (d) commence the works unless the Member or Occupier has first:
 - a. caused to be effected a contractor's all risk insurance policy to the satisfaction of the Owners Corporation. The Member or Occupier must maintain such policy during the period of the building works; and
 - b. delivered a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation; and
 - (e) access other Lots or Common Property for the installation and maintenance of services and associated building works without the approval or licence of the Member of the relevant Lot or of the Owners Corporation in the case of Common Property.
- 15.4 The Member or Occupier shall immediately make good all damage to and dirtying of the Building, the Common Property, the services thereto or therein or any fixtures, fittings or finishes thereof or therein which are caused by such works and if the Member or Occupier fails to immediately do so the Owners Corporation may in its absolute discretion (or if the Member or Occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the Member or Occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.
- 15.5 The Member or Occupier must within 7 days make good any damage occasioned to the Building or the Common Property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the Owners Corporations election) to reimburse to the Owners Corporation the cost incurred or to be incurred by the Owners Corporation in making good any such damage.
- 15.6 The Member or Occupier must ensure that they do not access other Lots on the Plan or the Common Property for the installation and maintenance of services and associated building works without the consent or licence of the Member or Occupier of the relevant Lot or of the Owners Corporation in the case of the Common Property.
- 15.7 A Member or Occupier must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the Lot or floor space noise or odour likely to disturb the peaceful enjoyment of a Member or Occupier of another Lot.

16 Miscellaneous

A Member or Occupier must not:

- 16.1 do anything whereby any policy of insurance taken out by the Owners Corporation may become void or voidable or which may make the Owners Corporation liable for increase in premium;
- 16.2 hold or allow to be held in any Lot or on any part of the Common Property any sale or auction;
- 16.3 permit any trades people or work people to be on a Lot or the Common Property:
 - (a) on a Saturday, Sunday or public holiday; or
 - (b) before 8:00am or after 5:00 pm on any other day.
- 16.4 install in any Lot a safe or other item of greater mass than 100kg when full or generating a floor loading greater than 150kg per square metre when full, without the consent of the Owners Corporation.

a Member or Occupier of a Lot subject to a lease or licence must 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 comply with the Rules.

a Member or Occupier must comply with any booking system which may be enforced by the Owners Corporation for the exclusive use of any shared common facilities.

B. POSITIVE OBLIGATIONS

A Member and/or an Occupier must observe the following positive obligations:

17 Compensation

- 17.1 Compensate the Owner's Corporation in respect to any damage to the Common Property or services or equipment or personal property of the Owner's Corporation or under the care or control of the Owners Corporation caused by the Member or Occupier or any licensee or visitor or other invitee of the Member or Occupier.

18 Accidents and Defects

- 18.1 Make good immediately all damage to and dirtying of the Common Property or the services which are caused by building works, if the Member or Occupier fails to immediately do so, the Owners Corporation may (in its absolute discretion) make good the damage and dirtying and in that event the Member or Occupier shall indemnify the keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying;
- 18.2 Make good any forthwith damage resulting from such works (within 7 days) or, if the Owners Corporation elects to make good any such damage itself reimburse to the Owners Corporation the cost of making good any such damage;
- 18.3 Promptly notify the Owners Corporation Manager and/or the Building Manager in writing of any accident occurring in the building or on the Lots or Common Property or any defect in or damage to the building, Lots or Common Property of which they become aware; and
- 18.4 Promptly notify the Owners Corporation and the Building Manager in writing of any breakage or defect in water pipes, air-conditioning ducts or equipment, electrical and light fittings and services and fire equipment of which they become aware.

19 Cleanliness

- 19.1 Keep the Member's or Occupier's Lot clean and in good repair and condition including terrace or balcony;
- 19.2 Take all reasonable steps to prevent infestation of the Member's or Occupier's Lot by vermin and insects; and
- 19.3 Ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other Lots; and
- 19.4 Ensure that its car parking space(s) are free of oil and other liquids or substances.

20 Pets and Animals

- 20.1 Remove any pet or animal from his or her Lot if requested to do so by a written notice given by the Owners Corporation;
- 20.2 Take all reasonable steps to prevent any animal in his or her control from urinating or defecating in a common area; and
- 20.3. All pets must be registered with Building Management within 12 hours of residing at the Building.

21 Security

- 21.1 Secure the Member's Lot when it is unoccupied and comply with the Owners Corporation and the Building Manager's reasonable directions about the building's security;
- 21.2 At the Member's or Occupier's cost replace any Security Key which is issued to the Member or Occupier by the Owners Corporation or the Building Manager;
- 21.3 Upon request account for all Security Keys issued to the Member or Occupier by the Owners Corporation or the Building Manger;
- 21.4 Advise the Owners Corporation immediately of any lost access cards or keys;
- 21.5 Advise the Owners Corporation whenever a change of user of an Access Card occurs; and
- 21.6 Upon request provide the Owners Corporation the make, model and registration number of each motor vehicle owned or regularly used by the Member or Occupier or their respective employees who park in the Lot.

22 Windows

- 22.1 Replace all broken windows on balconies or terraces in a Member's or Occupier's Lot.

23 Emergencies

- 23.1 Participate in any emergency drill in the Building of which the Owners Corporation or Building Manager gives reasonable notice; and

- 23.2 Evacuate the Building immediately and in accordance with the directions of any representative of the Owners Corporation or the Building Manager when informed of an actual or suspected emergency.

24 Co-Operation

- 24.1 Work with the Owners Corporation and the Building Manager to promote and ensure the proper and orderly working and operation of the Building, common facilities, Common Property and the services contained therein.

25 Address of Members

- 25.1 Each Member or Occupier must advise the Owners Corporation of the private address and telephone number of the Member or Occupier and if the Member or Occupier is a company, the registered office of the company. Each Member or Occupier must promptly inform the Owners Corporation of any change in the address and/or telephone number and/or the registered office as the case may be.

26 Member's Mail

- 26.1 A Member or Occupier must ensure that it regularly clears the mail box for that Lot. If the mail box is located on Common Property and is not regularly cleared, the Member or Occupier of that Lot must allow the Owners Corporation to clear the mail box.

27 Fire Equipment

- 27.1 Provide and maintain in the Member's or Occupiers Lot all fire equipment required under building regulations or requirements of any relevant fire authority; and
- 27.2 If a Member or Occupier of a Commercial / Retail Lots, ensure all fire equipment is provided for and maintained within their Lot on a regular basis according to all laws at their own cost.

28 False alarms

- 28.1 Pay any charges made by any fire authority arising from a false alarm from the activation of a smoke detector in the Member's or Occupiers Lot or from a false alarm otherwise occasioned by the Member or Occupier or by any other person for whom the Member Occupier could be held responsible.

29 Change of Use of Lots

- 29.1 Give written notification to the Owners Corporation if the Member or Occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation.

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

30 Behaviour of Owners, Occupiers and Invitees on Common Property

- 30.1 Take all reasonable steps to ensure that guests of the Member or Occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the Common Property.

31 Compliance with Law

- 31.1 Comply promptly and ensure that the Member or Occupier complies promptly and at the expense of the Member or Occupier with all laws relating to the Lot including, without limitation, any requirement notice or order of any governmental authority.

32 Occupational Health & Safety

- 32.1 Ensure that, in relation to any works, including building works and the engagement of removalists or couriers, conducted on the Lot or on Common Property in relation to the Lot, the requirements of the *Occupational Health and Safety Act 2004* (Vic) are complied with. This will involve ensuring that any contractor or sub-contractor completes a Job Safety Analysis (**JSA**), complies with and contracts to comply with the JSA in the conduct of the works and has appropriate insurance cover in respect of the works.

33 Exhaust/Ventilation System

- 33.1 If the Member's or Occupier's use of the Lot requires any form of exhaust or ventilation system to be used, then the Member or Occupier must provide the Owners Corporation with such details as to servicing, filter changing and cleaning as the Owners Corporation will require from time to time. Copy of service dockets must be forwarded onto the Owners Corporation Manager for reference.

34 Legal Costs

- 34.1 If the Owners Corporation incurs legal fees and disbursements as a result of failure by a Member or Occupier to pay fees or other moneys due to the Owners Corporation or to observe the Rules or the provisions of the Act, the *Subdivision Act 1988* (Vic) or any other laws or regulations there under such legal fees may be debited to the account of the Member or Occupier and shall be recoverable from the Member or Occupier whether such costs were awarded to the Owners Corporation in the proceedings against the Member or Occupier or not; and
- 34.2 The Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners

Corporation (but excluding the personal time costs of any person acting in an honorary capacity including the chairperson, secretary or committee member of the Owners Corporation) arising out of any default or breach, by any Member, or Occupier, of any obligation under the Act or the Regulations or the Rules.

C. COMMERCIAL – RETAIL LOT/S

35 Deliveries & Garbage Removal

- 35.1 All deliveries of stock or other material to any business conducted in any commercial or retail lots on the Plan of Subdivision (“a Commercial / Retail Lot”) must be made in such a manner and at such times as shall cause minimum disturbance to the occupiers of all other Lots on the Plan of Subdivision and without limiting the foregoing no such deliveries shall be made before 8.00 am on any weekday or before 9.00 am on any Saturday, Sunday or public holiday; and
- 35.2 Waste (including, without limitation, glass) from any business conducted in a Commercial / Retail Lot must not be emptied into bins or other receptacles before 8.30 am on any weekday or before 9.30 am on any Saturday, Sunday or public holiday.

36 Signage

- 36.1 Business signage and advertising on or in any Commercial / Retail Lot visible from the exterior of the Building must be approved by the Owners Corporation prior to erection, such approval not to be unreasonably withheld.

37 Trading/Hours

- 37.1 Any business conducted in a Commercial / Retail Lot which includes the service of alcohol or the provision of live entertainment or amplified music must not trade after 11.00 pm on any day without the prior written consent of the Owners Corporation;
- 37.2 A Member or Occupier may carry on a trade or business from the relevant Commercial / Retail Lot, provided:
- (a) the relevant planning scheme governing the use of that a Commercial / Retail Lot permits that trade or business to be carried on from that a Commercial / Retail Lot;
 - (b) any requirements in respect of the trade or business stipulated by any relevant authorities from time to time are complied with; and
 - (c) the trade or business can be carried on and is carried on without causing undue nuisance to the Members and Occupiers of other Lots and is otherwise in accordance with these Rules;
- 37.3 Subject to compliance with Rule 37.2, the Member or Occupier of a Commercial / Retail Lot can have a liquor licence;
- 37.4 The Owners Corporation cannot restrict trade to the Member or Occupier of the Commercial / Retail Lot;

- 37.5 The Member or Occupier of the Commercial / Retail Lot will only contribute towards those Owners Corporation budget expenses that it benefits from;
- 37.6 The Member or Occupier of a Commercial / Retail Lot must not and cannot access the shared facilities of the Owners Corporation, ie pool/gym/shared dining room;

D. HOTEL PROVISIONS

38 Hotel Name

The Owners acknowledge that the Hotel Operator has entered into, or intends to enter into, an operating services agreement with the registered proprietor of Lot S2 on the Plan of Subdivision. The Owners further acknowledge that Hotel Operator will be operating the Hotel from Lot S2 which will be known by such name as determined by the Hotel Operator.

39 Branding and Non-Competition

The Members and Occupiers acknowledge and agree that the Lots (excluding Lot S2) must not be:

- (a) branded or in any way associated with the Brand, Trademarks and/or IP Rights;
- (b) marketed, advertised or publicised using the Brand, Trademark and/or IP Rights; or
- (c) part of a separate lodging system or transient rental program.

40 Hotel Quality

The Members and Occupiers acknowledge and agree that the Lots (excluding Lot S2) must:

- (a) not be kept in a manner that would detract from the image and the quality of the Brand or the Hotel; and
- (b) subject to Rule 41(b), have no access to the Hotel facilities.

41 Hotel Licence Agreement

The Members of the Owners Corporation No. 2 acknowledge and agree that:

- (a) Owners Corporation No 2 may enter into a licence agreement with the Hotel Operator with regard to the use of the Hotel's gymnasium and pool facilities by the members of Owners Corporation No 2 under which Owners Corporation No 2 will pay the Hotel Operator, as a condition and in consideration of the entitlement to such use, a licence fee to be mutually agreed; and
- (b) provided that Owners Corporation No 2 complies with that licence agreement, the members of Owners Corporation No 2 will have access to the Hotel's gymnasium and pool facilities on the basis stipulated in that licence agreement, including that such members must comply with the Hotel Operator's standard terms and

conditions of usage of the gymnasium and pool facilities, as amended by Hotel Operator from time to time.

42 Other Hotel Facilities

The Members of Owners Corporation No 2

- (a) acknowledge that Members and Occupiers:
 - (1) are entitled to use the Hotel lobby for access to and from their Lots via an easement of footway, and
 - (2) that with the permission of the Hotel Operator they may use:
 - (A) the goods/car lift within the Hotel when moving items into and out of their Lots; and
 - (B) other equipment, fixtures, fittings and services of the Hotel,
- (b) agree that the Owners Corporation must contribute to the cost of the maintenance of and repairs to the Hotel lobby and the other Hotel facilities and that the Manager is delegated the power to determine in the sole and absolute discretion of the Manager the payments to be made by the Owners Corporation to the Hotel Operator from time to time to cover a fair proportion of such costs of repairs and maintenance having regard to the use by the Members and Occupiers of the Hotel lobby and other Hotel facilities.

43 Building Exterior

The Owners acknowledge and agree that the exterior of the Building must be kept and maintained in a manner that will not detract from the image and the quality of the Brand and the Hotel.

44 Hotel Signage

Whilst Lot S2, or any part thereof, is operated as a hotel, the Members and Occupiers acknowledge and agree that the Hotel Operator, may erect on the exterior of the Building the following signs:

- (a) no more than two roof top signs on any of the western eastern southern and northern sides of the Building; and
- (b) a ground level sign at the Hotel front entrance (**Signs**).

45 Hotel Signage Costs

The Hotel Operator, is responsible for all costs associated with the maintenance and running costs of the Signs and must ensure the Signs are kept in good order and condition.

46 Hotel Name

Whilst Lot S2, or any part thereof, is operated as a hotel, the Members and Occupiers acknowledge and agree that Rules numbered 38 to 45 inclusive can only be amended or revoked by unanimous resolution.

G. SPECIAL RIGHTS FOR THE DEVELOPER

47 Definitions

In Rules 47 and 48:

Developer means Setia (Melbourne) Development Company Pty Ltd or any subsidiary or related entity of that company; and

Developer's Mortgagee means any person or corporation who has taken from the Developer a mortgage or charge over any Lot and each of the successors in title to those persons or corporations.

48 Developer's Rights

Nothing in these Rules will prevent or hinder the Developer from completing construction for improvements being the Lots and Common Property and nothing in these Rules will prevent or hinder the Developer from selling or leasing any Lot and without limitation the Developer may:

- (a) use any Lot as a display Lot to assist in the marketing sale and/or leasing of other Lots;
- (b) place anywhere on a Lot or on the Common Property signs and other materials relating to the sale or leasing of Lots;
- (c) conduct in a Lot or anywhere on the Common Property an auction sale or leasing of a Lot;
- (d) use in any way it considers necessary any part of the Common Property for the purpose of selling or leasing Lots;
- (e) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- (f) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development on the Land;
- (g) take exclusive and sole possession of any part or parts of the Common Property as it may need to have exclusive possession of in order to carry out any works in relation to the development on the Land;
- (h) exclude any Member, Occupier and their invitees from any part of the Common Property as may be necessary in order to carry out and works in relation to the completion of the development on the Land;
- (i) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer thinks fit; use whatever right of way and/or points of egress and ingress to any part of the Land as necessary to carry out any works and to block for whatever period as necessary any rights of

way or points of egress and ingress to the Land in order to carry out any works;
and

- (j) assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion.

Every Member or Occupier hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out in this Rule and will ensure that it and any lessee/licensee do not prevent or hinder the Developer in any way.

The Owners Corporation must do all things reasonably required by the Developer to facilitate the efficient and economic completion of construction of the Development by the Developer and sale and/or lease by the Developer of any Lots that it owns and without limitation the Owners Corporation must for those purposes, within seven (7) days of a written request by the Developer, sign all necessary consents, authorities, permits or other such documents as may be required by the Developer and must close off from access by Members and Occupiers parts of the Common Property when it is necessary to do so.

The Developer and any third party authorised by it under this Rule, or any party to which it assigns all or part of the benefits of its rights under this Rule, must not in exercising its right and entitlements under this Rule unduly restrict or limit the use of any Lot.

H. NO TRADE OR BUSINESS

- 49.1 The Member or Occupier of a Lot (other than a Retail lot or Commercial lot) must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so.

I. Additional Rules for Common Property Areas

48.1 Swimming Pool

A Member or Occupier and the invitees or other persons under the control of a Member or Occupier must observe the following Rules which apply to the use of the swimming pool area:

- (a) pool opening hours are 5:00 am to 10:00 pm. The hours of use of the swimming pool area are prescribed by the Owners Corporation in its absolute discretion, as designated by the Owners Corporation from time to time;
- (b) children under the age of 15 years must be supervised by an adult at all times;
- (c) jumping, diving, running, ball games, loud music, and noisy or hazardous activities are not permitted;
- (d) glass and sharp objects are not permitted;
- (e) alcohol, food, drugs and smoking are not permitted;
- (f) persons must not use the swimming pool while impaired by alcohol or drugs;
- (g) the swimming pool areas are for the use of the Members and Occupiers. No more than two guests per Lot are permitted at any one time and such guests are to be accompanied by a Member or Occupier at all times;
- (h) all users must shower before entering the swimming pool;
- (i) appropriate swimwear must be worn in the pool at all times;
- (j) appropriate footwear must be worn at all times;

- (k) appropriate attire must be worn at all times;
- (l) nude bathing is prohibited, and females must not go topless;
- (m) spitting is not permitted;
- (n) all users of the swimming pool area must dry off before leaving the area;
- (o) all users of the swimming pool area do so at their own risk and each Member and Occupier releases the Owners Corporation from any loss that may be suffered or incurred;
- (p) Members or Occupiers are responsible for the behaviour and safety of their invitees and the Owners Corporation accepts no liability for any personal injury or loss of property as a result of using of this swimming pool area;
- (q) inappropriate behaviour and/or language and/or lewd/sexual acts are not permitted in the swimming pool area;
- (r) no animals/pets are permitted in the swimming pool area or in the swimming pool except that an animal that assists a person with an impairment or disability is permitted;
- (s) group exercise sessions or activities may not be conducted in the swimming pool area without the prior written approval of the Owners Corporation;
- (t) camera operated devices or video filming are not permitted in the swimming pool areas;
- (u) any damaged equipment/s, inappropriate behaviour or hazardous activities witnessed must be promptly reported to the Building Manager;
- (v) the Building Manager and / or security have the right to use their discretion and remove persons if they breach any of the Rules; and
- (w) sparklers, candles, fires, fireworks, or any explosive items are not permitted in the swimming pool areas.

48.2 Gymnasium

A Member or Occupier and the invitees or other persons under the control of a Member or Occupier must observe the following Rules which apply to the use of the gymnasium:

- (a) gymnasium's opening hours are 5:00 am to 10:00 pm. The hours of use of the gymnasium are prescribed by the Owners Corporation in its absolute discretion, as designated by the Owners Corporation from time to time;
- (b) children under the age of 15 years must be supervised by an adult at all times;
- (c) no music audible to other users of the gymnasium, other than that provided by the Owners Corporation, are allowed in the gymnasium;
- (d) glass and sharp objects are not permitted;
- (e) alcohol, food, drugs and smoking are not permitted;
- (f) persons must not use the gymnasium while impaired by alcohol or drugs;
- (g) improper use of the gymnasium is for the use of the Members and Occupiers. No more than two guests per Lot are permitted at any one time and such guests are to be accompanied by a Member or Occupier at all times;
- (h) appropriate clothing (excluding swimwear) must be worn in the gymnasium.
- (i) appropriate footwear must be worn at all times;
- (j) nudity is not permitted and females must not go topless;
- (k) spitting is not permitted;
- (l) all users of the gymnasium must carry a towel at all times in the gymnasium and must wipe down equipment after use;

- (m) all lights, televisions, audio equipment and any air conditioning must be turned off when last leaving the gymnasium;
- (n) equipment in the gymnasium can result in injury. Users must use the equipment for its intended purpose only;
- (o) all users of the gymnasium do so at their own risk and each Member and Occupier releases the Owners Corporation from any loss that may be suffered or incurred;
- (p) Members or Occupiers are responsible for the behaviour and safety of their invitees and the Owners Corporation accepts no liability for any personal injury or loss of property as a result of using the gymnasium area;
- (q) inappropriate behaviour and/or language and/or lewd/sexual acts are not permitted in the gymnasium;
- (r) no animals/pets are permitted in the gymnasium or in the gymnasium except that an animal that assists a person with an impairment or disability is permitted;
- (s) group exercise sessions or activities may not be conducted in the gymnasium without the prior written approval of the Owners Corporation;
- (t) camera operated devices or video filming are not permitted in the gymnasium;
- (u) any damaged equipment/s, inappropriate behaviour or hazardous activities witnessed must be promptly reported to the Building Manager;
- (v) the Building Manager and / or security have the right to use their discretion and remove persons if they breach any of the Rules; and
- (w) sparklers, candles, fires, fireworks, or any explosive items are not permitted in the gymnasium areas.

48.3 Sauna

A Member or Occupier and the invitees or other persons under the control of a Member or Occupier must observe the following Rules which apply to the use of the sauna:

- (a) sauna's opening hours are 5:00 am to 10:00 pm. The hours of use of the sauna are prescribed by the Owners Corporation in its absolute discretion, as designated by the Owners Corporation from time to time;
- (b) children under the age of 15 years must be supervised by an adult at all times;
- (c) jumping, loud music and noisy or hazardous activities are not permitted in the sauna area;
- (d) glass and sharp objects are not permitted;
- (e) alcohol, food, drugs and smoking are not permitted;
- (f) persons must not use the sauna while impaired by alcohol or drugs;
- (g) the sauna is for the use of the Members and Occupiers. No more than two guests per Lot are permitted at any one time and such guests are to be accompanied by a Member or Occupier at all times;
- (h) if coming from the swimming pool area, a user must dry off feet completely before re-entering the sauna;
- (i) appropriate clothing must be worn at all times; wearing a towel is recommended;
- (j) nudity is not permitted and females must not go topless;
- (k) spitting is not permitted;
- (l) all users of the sauna do so at their own risk and each Member and Occupier releases the Owners Corporation from any loss that may be suffered or incurred;

- (m) Members or Occupiers are responsible for the behaviour and safety of their invitees and the Owners Corporation accepts no liability for any personal injury or loss of property as a result of using the sauna;
- (n) inappropriate behaviour and/or language and/or lewd/sexual acts are not permitted in the sauna;
- (o) no animals/pets are permitted in the sauna area;
- (p) group exercise sessions or activities may not be conducted in the sauna without the prior written approval of the Owners Corporation;
- (q) camera operated devices or video filming are not permitted in the sauna;
- (r) any damaged equipment/s, inappropriate behaviour or hazardous activities witnessed must be promptly reported to the Building Manager;
- (s) the Building Manager and / or security have the right to use their discretion and remove persons if they breach any of the Rules; and
- (t) sparklers, candles, fires, fireworks, or any explosive items are not permitted in the sauna.

48.4 Lounge Bar and Dining

A Member or Occupier and the invitees or other persons under the control of a Member or Occupier must observe the following Rules which apply to the use of the lounge bar and dining areas:

- (a) lounge bar and dining area's opening hours are 8:00 am to 10:00 pm; the hours of use of the lounge bar and dining areas are prescribed by the Owners Corporation in its absolute discretion, as designated by the Owners Corporation from time to time;
- (b) jumping, loud music and noisy or hazardous activities are not permitted in the lounge bar and dining areas;
- (c) the lounge bar and dining areas are for the use of the Members and Occupiers. No more than two guests per Lot are permitted at any one time and such guests are to be accompanied by a Member or Occupier at all times;
- (d) appropriate footwear must be worn at all times;
- (e) appropriate attire must be worn at all times;
- (f) nudity is not permitted and females must not go topless;
- (g) smoking and spitting are not permitted;
- (h) all users of the lounge bar and dining areas do so at their own risk and each Member and Occupier releases the Owners Corporation from any loss that may be suffered or incurred;
- (i) Members or Occupiers are responsible for the behaviour and safety of their invitees and the Owners Corporation accepts no liability for any personal injury or loss of property as a result of using the lounge bar and dining areas;
- (j) inappropriate behaviour and/or language and/or lewd/sexual acts are not permitted in the lounge bar and dining areas;
- (k) no animals/pets are permitted in the lounge bar and dining area. However, an animal that assists a person with an impairment or disability is permitted;
- (l) use of the lounge bar and dining areas must be booked at least 48 hours in advance with the Owners Corporation or as otherwise directed by the Building Manager and using the Owner's Corporations preferred booking system;
- (m) one booking is allowed per Lot per day;

- (n) the Owners Corporation may require the payment of a security deposit in a form reasonably required by the Owners Corporation before a Member or Occupier may commence to use of the facility;
- (o) a Member or Occupier must leave the lounge bar and dining areas in the same condition it was found;
- (p) a Member or Occupier is responsible for any damage, cleaning, reinstatement costs as a result of the Member's or Occupier's use of the lounge bar and dining areas. Any additional cleaning costs incurred by the Owner's Corporation may be deducted from any bond provided by the Member or Occupier to the Owners Corporation;
- (q) group sessions or activities may not be conducted in the lounge bar and dining areas without the prior written approval of the Owners Corporation;
- (r) camera operated devices or video filming are not permitted in the lounge bar and dining areas;
- (s) any damaged equipment/s, inappropriate behaviour or hazardous activities witnessed must be promptly reported to the Building Manager;
- (t) the Building Manager and / or security have the right to use their discretion and remove persons if they breach any of the Rules; and
- (u) sparklers, candles, fires, fireworks, or any explosive items are not permitted in the lounge bar and dining areas.

48.5 Cinema on level 46

A Member or Occupier and the invitees or other persons under the control of a Member or Occupier must observe the following Rules which apply to the use of the cinema:

- (a) the cinema's opening hours are 8:00 am to 10:00 pm; the hours of use of the cinema are prescribed by the Owners Corporation in its absolute discretion, as designated by the Owners Corporation from time to time;
- (b) jumping, loud music and noisy or hazardous activities are not permitted in the cinema;
- (c) the cinema is for the use of the Members and Occupiers. No more than two guests per Lot are permitted at any one time and such guests are to be accompanied by a Member or Occupier at all times;
- (d) use of the cinema must be booked at least 48 hours in advance with the Owners Corporation or as otherwise directed by the Building Manager and using the Owner's Corporations preferred booking system;
- (e) one booking is allowed per Lot per day;
- (f) the Owners Corporation may require the payment of a security deposit in a form reasonably required by the Owners Corporation before a Member or Occupier may commence to use of the facility;
- (g) appropriate footwear must be worn at all times;
- (h) appropriate attire must be worn at all times;
- (i) nudity is not permitted and females must not go topless;
- (j) smoking, drugs and spitting are not permitted;
- (k) a Member or Occupier must leave the cinema in the same condition it was found;
- (l) a Member or Occupier is responsible for any damage, cleaning, reinstatement costs as a result of the Member's or Occupier's use of the cinema. Any additional cleaning costs incurred by the Owner's Corporation may be deducted from any bond provided by the Member or Occupier to the Owners Corporation;
- (m) all users of the cinema do so at their own risk and each Member and Occupier releases the Owners Corporation from any loss that may be suffered or incurred;

- (n) Members or Occupiers are responsible for the behaviour and safety of their invitees and the Owners Corporation accepts no liability for any personal injury or loss of property as a result of using the cinema;
- (o) inappropriate behaviour and/or language and/or lewd/sexual acts are not permitted in the cinema;
- (p) no animals/pets are permitted in cinema. However, an animal that assists a person with an impairment or disability is permitted;
- (q) group sessions or activities may not be conducted in the cinema without the prior written approval of the Owners Corporation;
- (r) camera operated devices or video filming are not permitted in the cinema;
- (s) any damaged equipment/s, inappropriate behaviour or hazardous activities witnessed must be promptly reported to the Building Manager;
- (t) the Building Manager and / or security have the right to use their discretion and remove persons if they breach any of the Rules; and
- (u) sparklers, candles, fires, fireworks, or any explosive items are not permitted in the cinema.

48.6 Media Room

A Member or Occupier and the invitees or other persons under the control of a Member or Occupier must observe the following Rules which apply to the use of the media room:

- (a) Media room's opening hours are 8:00 am to 10:00 pm; the hours of use of the media room are prescribed by the Owners Corporation in its absolute discretion, as designated by the Owners Corporation from time to time;
- (b) jumping, loud music and noisy or hazardous activities are not permitted in the media room;
- (c) the media room on level 46 is for the use of the Members and Occupiers. No more than two guests per Lot are permitted at any one time and such guests are to be accompanied by a Member or Occupier at all times;
- (d) use of the media room must be booked at least 48 hours in advance with the Owners Corporation or as otherwise directed by the Building Manager and using the Owner's Corporations preferred booking system;
- (e) one booking is allowed per Lot per day;
- (f) the Owners Corporation may require the payment of a security deposit in a form reasonably required by the Owners Corporation before a Member or Occupier may commence to use of the facility;
- (g) appropriate footwear must be worn at all times;
- (h) appropriate attire must be worn at all times;
- (i) nudity is not permitted and females must not go topless;
- (j) smoking, drugs and spitting are not permitted;
- (k) a Member or Occupier must leave the media room in the same condition it was found;
- (l) a Member or Occupier is responsible for any damage, cleaning, reinstatement costs as a result of the Member's or Occupier's use of the media room. Any additional cleaning costs incurred by the Owner's Corporation may be deducted from any bond provided by the Member or Occupier to the Owners Corporation;
- (m) all users of the media room do so at their own risk and each Member and Occupier releases the Owners Corporation from any loss that may be suffered or incurred;

- (n) Members or Occupiers are responsible for the behaviour and safety of their invitees and the Owners Corporation accepts no liability for any personal injury or loss of property as a result of using the media room;
- (o) inappropriate behaviour and/or language and/or lewd/sexual acts are not permitted in the media room;
- (p) no animals/pets are permitted in the media room. However, an animal that assists a person with an impairment or disability is permitted;
- (q) group sessions or activities may not be conducted in the media room without the prior written approval of the Owners Corporation;
- (r) camera operated devices or video filming are not permitted in the media room;
- (s) any damaged equipment/s, inappropriate behaviour or hazardous activities witnessed must be promptly reported to the Building Manager;
- (t) the Building Manager and / or security have the right to use their discretion and remove persons if they breach any of the Rules; and
- (u) sparklers, candles, fires, fireworks, or any explosive items are not permitted in the media room.

48.7 Private Dining Room

A Member or Occupier and the invitees or other persons under the control of a Member or Occupier must observe the following Rules which apply to the use of the private dining room:

- (a) Private dining room's opening hours are 8:00 am to 10:00 pm; the hours of use of the private dining room are prescribed by the Owners Corporation in its absolute discretion, as designated by the Owners Corporation from time to time;
- (b) jumping, loud music and noisy or hazardous activities are not permitted in the private dining room;
- (c) the private dining room on level 46 is for the use of the Members and Occupiers. No more than two guests per Lot are permitted at any one time and such guests are to be accompanied by a Member or Occupier at all times;
- (d) use of the private dining room must be booked at least 48 hours in advance with the Owners Corporation or as otherwise directed by the Building Manager and using the Owner's Corporations preferred booking system;
- (e) one booking is allowed per Lot per day;
- (f) the Owners Corporation may require the payment of a security deposit in a form reasonably required by the Owners Corporation before a Member or Occupier may commence to use of the facility;
- (g) appropriate footwear must be worn at all times;
- (h) appropriate attire must be worn at all times;
- (i) nudity is not permitted and females must not go topless;
- (j) smoking, drugs and spitting are not permitted;
- (k) a Member or Occupier must leave the private dining room in the same condition it was found;
- (l) a Member or Occupier is responsible for any damage, cleaning, reinstatement costs as a result of the Member's or Occupier's use of the private dining room. Any additional cleaning costs incurred by the Owner's Corporation may be deducted from any bond provided by the Member or Occupier to the Owners Corporation;

- (m) all users of the private dining room do so at their own risk and each Member and Occupier releases the Owners Corporation from any loss that may be suffered or incurred;
- (n) Members or Occupiers are responsible for the behaviour and safety of their invitees and the Owners Corporation accepts no liability for any personal injury or loss of property as a result of using the private dining room;
- (o) inappropriate behaviour and/or language and/or lewd/sexual acts are not permitted in the private dining room;
- (p) no animals/pets are permitted in the private dining room. However, an animal that assists a person with an impairment or disability is permitted;
- (q) group sessions or activities may not be conducted in the private dining room without the prior written approval of the Owners Corporation;
- (r) camera operated devices or video filming are not permitted in the private dining room;
- (s) any damaged equipment/s, inappropriate behaviour or hazardous activities witnessed must be promptly reported to the Building Manager;
- (t) the Building Manager and / or security have the right to use their discretion and remove persons if they breach any of the Rules; and
- (u) sparklers, candles, fires, fireworks, or any explosive items are not permitted in the private dining room.

48.8 Residential Amenity and Lounge

A Member or Occupier and the invitees or other persons under the control of a Member or Occupier must observe the following Rules which apply to the use of the residential amenity and lounge:

- (a) Residential amenity and lounge's opening hours are 8:00 am to 10:00 pm; the hours of use of the residential amenity and lounge are prescribed by the Owners Corporation in its absolute discretion, as designated by the Owners Corporation from time to time;
- (b) jumping, loud music and noisy or hazardous activities are not permitted in the residential amenity and lounge;
- (c) the residential amenity and lounge on level 46 is for the use of the Members and Occupiers. No more than two guests per Lot are permitted at any one time and such guests are to be accompanied by a Member or Occupier at all times;
- (d) smoking, drugs and spitting are not permitted;
- (e) a Member or Occupier must leave the residential amenity and lounge in the same condition it was found;
- (f) a Member or Occupier is responsible for any damage, cleaning, reinstatement costs as a result of the Member's or Occupier's use of the residential amenity and lounge. Any additional cleaning costs incurred by the Owner's Corporation may be deducted from any bond provided by the Member or Occupier to the Owners Corporation;
- (g) use of the residential amenity and lounge must be booked at least 48 hours in advance with the Owners Corporation or as otherwise directed by the Building Manager and using the Owner's Corporations preferred booking system;
- (h) one booking is allowed per Lot per day;
- (i) the Owners Corporation may require the payment of a security deposit in a form reasonably required by the Owners Corporation before a Member or Occupier may commence to use of the facility;
- (j) appropriate footwear must be worn at all times;
- (k) appropriate attire must be worn at all times;

- (l) nudity is not permitted and females must not go topless;
- (m) all users of the residential amenity and lounge do so at their own risk and each Member and Occupier releases the Owners Corporation from any loss that may be suffered or incurred;
- (n) Members or Occupiers are responsible for the behaviour and safety of their invitees and the Owners Corporation accepts no liability for any personal injury or loss of property as a result of using the residential amenity and lounge;
- (o) inappropriate behaviour and/or language and/or lewd/sexual acts are not permitted in the residential amenity and lounge;
- (p) no animals/pets are permitted in the residential amenity and lounge. However, an animal that assists a person with an impairment or disability is permitted;
- (q) group sessions or activities may not be conducted in the residential amenity and lounge without the prior written approval of the Owners Corporation;
- (r) camera operated devices or video filming are not permitted in the residential amenity and lounge;
- (s) any damaged equipment/s, inappropriate behaviour or hazardous activities witnessed must be promptly reported to the Building Manager;
- (t) the Building Manager and / or security have the right to use their discretion and remove persons if they breach any of the Rules; and
- (u) sparklers, candles, fires, fireworks, or any explosive items are not permitted in the residential amenity and lounge.

Specifications for Window Furnishings

Any window furnishing that is viewable from the outside of the Building must follow the regulations in the Owners Corporation Rules.

- (a) Screen roller blind fabric – Status 5%, Colour: Lead (or equivalent)
- (b) Blockout roller blind fabric – Yang Room Darkening, Colour: Stealth (or equivalent)
- (c) Sheer curtain fabric – Charles Parsons, Hargrave, Colour Silver (or equivalent)
- (d) Blockout curtain fabric - - James Dunlop, Nocturn, Colour Flint (or equivalent)
- (e) All blockout curtains that face street level require the colour flint sewn to the back

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STATUS 5%™ Transparent

Why STATUS 5%™ Transparent?

Status is a Basketweave 2 x 2 woven construction that allows insulation from harmful UV rays with heat and reflection properties that assist in maintaining an energy efficient environment. Status 5% openness has good visual through the weave and meets the GBCA requirement of a fabric with a Vlt value of <10%. There are a range of stylish tonal colours to select from. Suitable for use on the Vertilux Roller Blind and Panel Glide Systems.

Colour Range



Fabric Specifications

Quality:	30% Polyester/70% PVC (100% Free of Formaldehyde, Heavy Metal and Phthalate to help reduce toxins in your environment)
Width:	Maximum Roller Width 3000mm
	Maximum Roman Width 2930mm
Weave & Opacity:	Basketweave 2x2 woven to achieve transparent opacity.
Weight:	5% - 430 gr/m ² ± 5%
Thickness	5% - 0.59mm ± 5%
Humid Room Suitability:	This fabric is suitable for use in humid rooms, such as bathrooms.
Printing:	Suitable for screen printing. Ask for more details.
Fire Classifications:	AWTA AS1530.2 1993
	AWTA AS1530.3 1993
	AWTA AS3837 1998
	German Standard: DIN 4102 - B1
Oeko-Tex Certified:	Yes
Lightfastness:	Tested BS EN ISO 105:B02: 1999 Blue scale rating 8+ Fabric with a 5+ result offers excellent resistance to the fading effect of light.
VOC test:	US EPA 5021
Anti Fungal:	Tested to standard BS EN ISO 846: 1997 Method A to ensure that the fabric inhibits mould.
Fabric Warranty:	5 years (internal use only)
Care Instructions:	Do not allow dust to accumulate. Gently vacuum with appropriate attachment. Do not dry clean. Test in an inconspicuous area with mild detergent solution before spot cleaning. When spot cleaning do not allow that area to become fully wet, use damp cloth only.

Light and Solar Optical Properties

Independently tested to ASHRAE 74-1988

	Ts	Rs	As	Tv/Vlt	RI	AI	Tuv	O-F	Shading Coefficient			G-Value		
									3mm	6mm	6mm	3mm	6mm	6mm
									Cl.	Cl.	H.A.	Cl.	Cl.	H.A.
SNOW 5%	25	65	10	20	55	25	7	5	0.36	0.36	0.33	0.32	0.32	0.29
DAISY 5%	20	61	19	18	53	29	5	5	0.38	0.38	0.34	0.33	0.33	0.30
KERNEL %	19	54	27	17	46	37	5	5	0.43	0.42	0.36	0.37	0.37	0.31
QUARTZ 5%	14	58	28	13	47	40	6	5	0.39	0.38	0.34	0.34	0.33	0.30
GRANITE 5%	12	43	45	11	37	52	5	5	0.49	0.47	0.39	0.43	0.41	0.34
HAZE 5%	12	39	47	11	35	53	5	5	0.53	0.50	0.40	0.46	0.43	0.35
BIRCHER 5%	13	35	52	12	32	56	5	5	0.55	0.53	0.42	0.48	0.46	0.37
ARGENT 5%	8	27	65	8	24	68	4	4	0.59	0.56	0.44	0.51	0.49	0.38
PORPHYRY 5%	5	13	82	7	13	80	5	4	0.68	0.64	0.48	0.59	0.56	0.42
GRAPHITE 5%	5	13	82	6	9	85	4	4	0.68	0.64	0.48	0.59	0.56	0.42
ANCHOR 5%	5	8	87	7	6	87	5	5	0.71	0.67	0.49	0.61	0.59	0.43
LEAD 5%	5	4	91	8	4	88	5	5	0.74	0.70	0.51	0.64	0.61	0.44
RICH COPPER 5%	6	7	87	9	6	85	5	5	0.72	0.68	0.50	0.63	0.59	0.43

Independently tested to ASHRAE 74-1988

Legend to Light and Solar Optical Properties abbreviations:

- Ts: Solar Transmittance (%) As: Solar Absorbance (%) RI: Light Reflectance (%) Tuv: Ultraviolet Transmittance (%)
- Rs: Solar Reflectance (%) Tv/Vlt: Visible Light Transmittance (%) AI: Light Absorbance (%) O-F: Openness Factor



BLINDS PROUDLY MADE IN AUSTRALIA
vertilux.com.au

YANG™ Room Darkening

Why YANG™ Room Darkening?

The Vertilux Yang™ Room Darkening range is made in Australia to suit Australian conditions. It provides insulation from harmful UV rays with heat and reflection properties that assist in maintaining an energy efficient environment. Available in a wide colour palette, it coordinates with other Vertilux fabric ranges and can be used with the Vertilux Roller Blind, Panel Glide System and Vertical Blind Systems.

Colour Range



Fabric Specifications

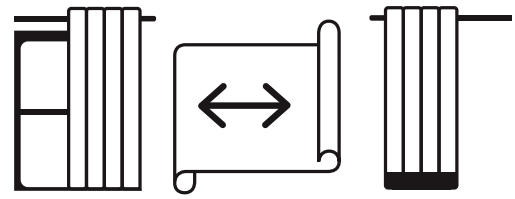
Quality:	100% Polyester with Acrylic Backing (100% Free of PVC, Formaldehyde and Lead to help reduce toxins in your environment)
Country of Origin:	AUSTRALIAN MADE
Width:	Maximum Roller Width 2800mm
Weave & Opacity:	Plain weave with Acrylic Backing to achieve room darkening opacity.
Weight:	350 gr/m ² ± 20gsm
Thickness	0.32mm ± 0.10mm
Humid Room Suitability:	This fabric is suitable for use in humid rooms, such as bathrooms.
Printing:	Suitable for screen printing. Ask for more details.
Fire Classifications:	AWTA AS1530.2 1993 AWTA AS1530.3 1993
Lightfastness:	Tested AS 2001.4.21-2006: 6-7 Fabric with a 5+ result offers excellent resistance to the fading effect of light.
VOC test:	ASTM: D5116
Fabric Warranty:	5 years (internal use only)
Care Instructions:	Do not allow dust to accumulate. Gently vacuum with appropriate attachment. Do not dry clean. Test in an inconspicuous area with mild detergent solution before spot cleaning. When spot cleaning do not allow that area to become fully wet, use damp cloth only.

Light and Solar Optical Properties

	Ts	Rs	As	Tv/Vlt	RI	AI	Tuv	O-F	Shading Coefficient
YEN	0	5	95	0	5	95	0	0	0.07

Legend to Light and Solar Optical Properties abbreviations: Ts: Solar Transmittance (%) As: Solar Absorbance (%) RI: Light Reflectance (%) Tuv: Ultraviolet Transmittance (%)
Rs: Solar Reflectance (%) Tv/Vlt: Visible Light Transmittance (%) AI: Light Absorbance (%) O-F: Openness Factor

hargrave



hargrave

Composition: 100% Polyester

Pattern Repeat: N/A

Width: 320cm Continuous

AWTA FR tested: AS/NZS 1530.3-1999
AS/NZS 1530.2-1993

Weighted Hem: Yes

Linings: Charles Parsons recommend the use of the Guardian Lining Range

Reversible: No

Care Instructions: F4



Warm hand wash



Do not rub or wring



Warm iron if required



Do not bleach



Drip dry in shade



Dry cleanable

*Sample colour may vary. If required, request a cutting to review exact match.

Australia

Phone Toll Free: 1300 306 316
sales@charlesparsons.com.au

New Zealand

NZ Toll Free: 0800 651 112
interiors@charlesparsons.co.nz



Energy Saving



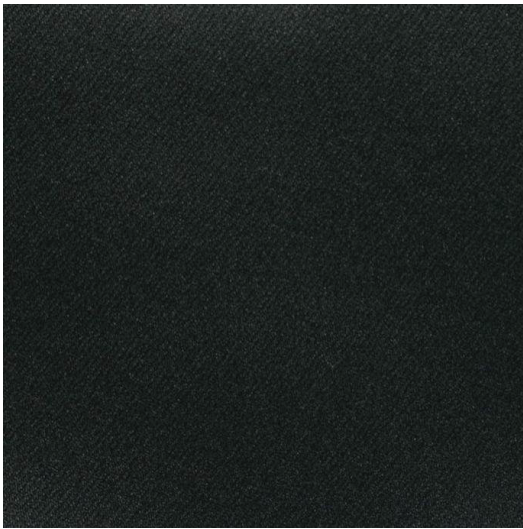
Thermal Insulation



3 Year Warranty

charlesparsonsinteriors.com

CHARLES PARSONS
Interiors Est. 1915










Nocturn FR 39651-104

James Dunlop

Specifications

Colour	Flint
Brand	<u>James Dunlop</u>
Collection	Woven Dimout
Origin	Asia
Composition	50% PL 50% PLF
Width	150cm / 59.1"
Weight	420.0g/m / 384g/yd
Horizontal Repeat	None / None
Vertical Repeat	None / None
Martindale	-
Status	Non Repeating
Wyzenbeek	-
Colourfastness	UV 4-5/8 Blue Scale
Fire Retardancy	AS 1530.2, NFPA 701
Environmental	Oekotex 100
Finishes	-

Care Instructions

-  Do not bleach
-  Do not tumble dry
-  Drip dry in shade
-  Drycleaning Gentle cycle
-  Low iron max 110C
-  Machine wash cool gentle cycle
-  Warning: Iron reverse side use barrier cloth

Usage

-  Curtain Lining

Attributes

-  Fire Retardant

Notes

Commercial High Performance

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Use Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Owners Corporations Regulations 2018
S.R. No. 154/2018

Schedule 3—Statement of advice and information for prospective purchasers
and lot owners

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into, you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE
OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE
RECEIVED IN RELATION TO THE OWNERS CORPORATION
YOU SHOULD SEEK EXPERT ADVICE.
