

Contract of Sale

MUN YUN LEE AND CYRUS ROBERT BROOKS

**UNIT 1303, LEVEL 13, 639 LITTLE LONSDALE STREET,
MELBOURNE**

Ref: MEC:1253801



Contract of Sale of Land

**Property: Unit 1303, Level 13, 639 Little Lonsdale Street,
Melbourne, 3000**

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Contract of sale of land

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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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

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/...../20.....

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

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
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/...../20.....

Print name(s) of person(s) signing: Mun Yun Lee and Cyrus Robert Brooks
.....

State nature of authority, if applicable:

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

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Particulars of sale

Vendor's estate agent

Name: Xynergy Realty (Altona) Pty Ltd
Address: 114-116 Queen Sreet, Altona, VIC 3018
Email: endru@xynergy.com.au
Tel: 03 9398 8400 Mob: Fax: Ref: Endru Yao.....

Vendor

Name: Mun Yun Lee and Cyrus Robert Brooks

Vendor's legal practitioner or conveyancer

Name: HWL Ebsworth Lawyers.....
Address: Level 8 / 447 Collins Street, Melbourne VIC 3000
Email: mconstantineas@hwle.com.au
Tel: (03) 8644 3500 ... Ref: MEC:1253801.....

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12235 Folio 568	1303B	PS746092G

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 1303, Level 13, 639 Little Lonsdale Street, Melbourne, 3000

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

All fixed floor coverings, electrical light fittings and window furnishings

Payment

Price \$

Deposit \$ by / / 20..... (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 / /20.....

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

- the above date; and
- 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 with [.....] options to renew, each of [.....] years

OR

a residential tenancy for a fixed term ending on 04 / 06 /2026.....

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:

(or another lender chosen by the purchaser)

Loan amount: no more than \$ Approval date: / /20.....

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.*



GC 23 – special condition

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.



GC 28 – special condition

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

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 no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, 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 at the foot 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.
- 13.8 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 lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. 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 lodgement 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 lodgement 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 lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement 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 lodgement network operators after the workspace locks;

- (b) if two or more electronic lodgement 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 lodgement.
- 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 lodgement 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 lodgement 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, unless the margin scheme applies.
- 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 lodgement 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 lodgement 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 lodgement 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.
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Special Conditions

1. Definitions and interpretation

1.1 Definitions

In this Contract, capitalised terms have the meaning given to them in the Particulars of Sale and:

Authority	means any government or any public, statutory, governmental, semi governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right) and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.
Bank	means: <ul style="list-style-type: none"> (a) an Australian owned bank; (b) a foreign subsidiary bank; or (c) a branch of a foreign bank, on the list, current on the Day of Sale, of authorised deposit taking institutions regulated by the Australian Prudential Regulation Authority.
Business Day	means a day on which Banks are open for general banking business in Melbourne, excluding Saturdays, Sundays and public holidays;
Claim	means a claim, action, proceeding, damage, loss, expense, cost or liability, immediate, future or contingent and includes a claim for compensation;
Contract	means this contract of sale of real estate, including the Particulars of Sale, General Conditions, Special Conditions, Schedules, annexures and attachments to this contract.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Day of Sale	means the date of this Contract.
DDF	means the online form called "Digital Duties Form" generated from the SRO website.

Encumbrances	means the encumbrances specified in the set out in the Particulars of Sale.
FIRB	means the Foreign Investment Review Board and includes the Minister of the Australian Government who administers the Government's foreign investment policy under the provisions of the <i>Foreign Acquisitions and Takeovers Act 1975</i> (Cth).
FIRB Approval	means: a statement that there are no objections; or any consent or approval, by FIRB under <i>the Foreign Acquisitions and Takeovers Act 1975</i> (Cth) to the purchase of the Property by the Purchaser on the terms of this Contract.
Foreign Person	has the meaning given to that term by Section 5 of the <i>Foreign Acquisitions and Takeovers Act 1975</i> (Cth).
General Conditions	means the general conditions appearing prior to the Particulars of Sale in this Contract, which are the conditions set out in Form 2 in the Schedule to the Estate Agents (Contracts) Regulations 2008 (Vic).
Guarantee and Indemnity	means the form of guarantee and indemnity contained in Annexure A.
Guarantor	means each person that executes the Guarantee and Indemnity.
Insolvency Event	if the Purchaser is a corporation means any of the following events: (a) a liquidator or provisional liquidator is appointed in respect of the Purchaser; (b) an application is made to a court for an order, or an order is made, that the Purchaser be wound up; (c) a resolution is passed to appoint an administrator or an administrator is appointed to the Purchaser; (d) a receiver, manager, receiver, controller, administrator or other similar officer is appointed to the Purchaser or any of its assets; (e) a scheme of arrangement or composition with creditors is made, or an assignment for the benefit of creditors is made, by or on behalf of the Purchaser; (f) a resolution or order is made for the winding up or dissolution of the Purchaser;

- (g) the Purchaser is, or states that it is, insolvent;
- (h) the Purchaser is or states that it is unable to pay its debts when they fall due;
- (i) anything analogous or having a substantially similar effect to any of the events specified above happens under any law; or

if the Purchaser is a natural person means the Purchaser:

- (j) dies;
- (k) is an undischarged bankrupt;
- (l) commits an act of bankruptcy; or
- (m) enters into a deed of arrangement or calls a meeting of creditors under Part X of the *Bankruptcy Act 1966* (Cth),

and, in this definition only, the word Purchaser includes the Guarantor;

Interest Rate	means a rate of 2 per cent higher than the rate for the time being fixed under Section 2 of the <i>Penalty Interest Rates Act 1983</i> (Vic).
Laws	means any law, act, ordinance, regulation, by law, order or proclamation and includes the requirements of any Authority or of any permit or approval affecting the Property.
Object	means to make any Claim against the Vendor (before or after the date of actual settlement), to seek to withhold all or part of the Price, raise any objection, requisition, rescind or terminate this Contract or seek to delay or avoid settlement of this Contract.
Particulars of Sale	means the particulars of sale in this Contract;
Related Body Corporate	has the meaning given in the <i>Corporations Act</i> .
Sale of Land Act	means the <i>Sale of Land Act 1962</i> (Vic).
Schedule	means a schedule to this Contract.
Settlement Date	means the date settlement is due in the Particulars of Sale or such other date agreed by the parties in writing.
Special Conditions	means the special conditions included in this Contract.

SRO	means the State Revenue Office of Victoria.
SRO Settlement Statement	means the statement called "Settlement Statement" generated from the SRO website after completion of a DDF.
Vendor's Legal Practitioner	means HWL Ebsworth or any other firm of solicitors about whom the Vendor gives details in writing to the Purchaser.
Vendor's Statement	means the statement made under Section 32 of the <i>Sale of Land Act 1962</i> (Vic), a copy of which is annexed hereto.

1.2 Interpretation

- (a) In this Contract, a reference to currency is a reference to Australian currency.
- (b) An obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits all of them jointly and each of them severally.
- (c) Words importing the singular include the plural and vice versa.
- (d) Words denoting any gender include all genders.
- (e) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (f) Headings are for convenience only and do not affect the interpretation.
- (g) The word person includes an individual, any executor, administrator or successor in law of that person and a corporation, an authority, an association or a joint venture (whether or not it is incorporated), a partnership and a trust.
- (h) The words corporation, subsidiary, holding company and related body corporate have the same meanings as in the Corporations Act.
- (i) The word "includes" in any form is not a word of limitation.
- (j) A reference to any legislation or to any provision of any legislation includes any statutory modification or re enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments issued under it.
- (k) A reference to a special condition, schedule or annexure is a reference to a special condition of, or schedule or annexure to, this Contract and a reference to this Contract includes all schedules and annexures.

1.3 Amendments to General Conditions

- (a) The Purchaser and the Vendor agree that if there is:

- (i) any inconsistency between the provisions of the General Conditions and these Special Conditions then, except in the case of manifest error, to the extent of any inconsistency the provisions of the Special Conditions shall prevail and have priority; and
 - (ii) any inconsistency between this Special Condition and any other Special Condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other Special Conditions shall prevail and have priority over this Special Condition.
- (b) Without limiting the specific provisions of any other Special Condition in this Contract, the General Conditions are amended as follows:
- (i) General Conditions 31.4 to 31.6 (inclusive) are deleted.
 - (ii) General Condition 32 is amended by adding the following new paragraph at the end of the Condition:

“The purchaser acknowledges that the following items constitute ‘a reasonably foreseeable loss’:

 - (i) *expenses payable by the vendor under any existing loan secured over the property or other property of the vendor;*
 - (ii) *the vendor’s legal costs and expenses as between solicitor and client incurred due to the breach, including the cost of issuing any default notice agreed at \$750 plus GST for each notice;*
 - (iii) *any commission or other expenses claimed by the Vendor’s Estate Agent or any other person relating to the sale of the property; and*
 - (iv) *penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property.”*
 - (iii) General Condition 35.4(a) is amended to read as follows:

“an amount equal to 10% of the price is forfeited to the vendor as the vendor’s absolute property”

2. Purchaser acknowledgments

2.1 Contract and Vendor’s Statement

Prior to the execution of this Contract, the Purchaser acknowledges that:

- (a) it received:
 - (i) a copy of this Contract; and
 - (ii) a copy of the Vendor’s Statement,

before paying any money or signing any document in relation to this sale;

- (b) the Purchaser was given an opportunity to read and consider the terms and conditions in this Contract;
- (c) the Purchaser had an opportunity to seek legal and other professional advice on the terms and conditions in this Contract; and
- (d) the Vendor or the Vendor's Estate Agent advised the Purchaser that the Purchaser had the right to negotiate the terms of this Contract.

2.2 Loan

The Purchaser acknowledges that neither the Vendor nor any person on behalf of the Vendor has made any promise to the Purchaser, or to any agent of the Purchaser, about obtaining a loan to defray some or all of the Price.

2.3 Further acknowledgments

The Purchaser acknowledges:

- (a) having sufficient opportunity to carry out investigations and to make enquiries in relation to the Property before signing this Contract;
- (b) that no information, representation or warranty provided or made by or on behalf of the Vendor other than expressed in this Contract was provided or made with the intention or knowledge that it would be relied upon by the Purchaser;
- (c) that no information, representation or warranty referred to in Special Condition 2.3(b) has been relied upon by the Purchaser;
- (d) that the Purchaser relied only on the Purchaser's inspection of, and searches and enquiries in connection with, the Property when entering into this Contract; and
- (e) that to the maximum extent permissible by law and equity, the Vendor is not liable to the Purchaser in connection with any information, representation or warranty provided or made by or on behalf of the Vendor.

3. Corporate Purchaser

3.1 Warranties

If the Purchaser is or includes a corporation not listed on the Australian Stock Exchange Limited (ACN 008 624 691), then:

- (a) each person who signs this Contract on behalf of that corporation:
 - (i) warrants that he or she is duly authorised to sign this Contract and the Vendor's Statement on behalf of the Purchaser and is not prevented from doing so by any legal or other disability;

- (ii) will be personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if the signatory had signed as Purchaser; and
 - (iii) must procure the execution by all directors of the Purchaser of the Guarantee and Indemnity and deliver the duly completed and executed Guarantee and Indemnity to the Vendor's Legal Practitioner on the Day of Sale (time being of the essence);
- (b) the Purchaser represents and warrants to the Vendor that:
- (i) if the Purchaser is an Australian corporation, it is duly incorporated under the Corporations Act and, if the Purchaser is a foreign corporation, that it is duly incorporated pursuant to the laws of its country of registration;
 - (ii) the consent or licence of any person or body is not required for the Purchaser to enter into this Contract or to purchase the Land; and
 - (iii) the Purchaser is duly empowered to enter into this Contract and is not prevented from entering into this Contract for any reason whatsoever including by reason of any trust, charge or undertaking; and
- (c) without limiting Special Condition 3.1(b) the Purchaser must procure execution by all of its directors of the Guarantee and Indemnity and deliver the duly executed Guarantee and Indemnity to the Vendor's Legal Practitioner on the Day of Sale (time being of the essence).

3.2 Purchaser as trustee

- (a) If the Purchaser is, or is acting in the capacity of, a trustee, then the Purchaser enters into this Contract both in its individual capacity and in its capacity as trustee of the relevant trust (**Trust**) and all agreements, warranties and obligations of the Purchaser in this Contract bind the Purchaser in both capacities.
- (b) The Purchaser warrants on the Day of Sale and again on the date of actual settlement that:
- (i) it is the only trustee of the Trust and no action has been taken or proposed to remove it as trustee of the Trust;
 - (ii) it is not in default under the terms of the Trust;
 - (iii) it has the power and authority under the terms of the Trust to enter into and perform this Contract including the power to purchase the Property;
 - (iv) the entry into and performance of this Contract is for the benefit of the beneficiaries of the Trust, whose consents (if necessary) have been obtained;
 - (v) it has a right to be fully indemnified out of the Trust assets in respect of all of its obligations and liabilities incurred by it under this Contract and the assets of the Trust are sufficient to satisfy that right; and
 - (vi) pending settlement the Purchaser agrees not to:

- (A) resign as trustee of the Trust or permit any substitute or additional trustee to be appointed;
- (B) do anything which effects or facilitates the termination of the Trust;
- (C) do anything which effects or facilitates the variation of the terms of the Trust;
- (D) vest or distribute or advance any property of the Trust to any beneficiary or sell any of the property of the Trust except in the ordinary course of business; or
- (E) do anything which effects or facilitates the resettlement of the Trust funds,

without the prior written consent of the Vendor. That consent may not be unreasonably withheld if a person reasonably satisfactory to the Vendor covenants with the Vendor before the relevant event, in a form reasonably required by the Vendor, to discharge all outstanding obligations of the Purchaser under this Contract.

4. Encumbrances, identity of land and other restrictions

4.1 Acknowledgment

- (a) The Purchaser:
 - (i) admits that the Property is sold subject to the provisions of the Subdivision Act;
 - (ii) buys the Property subject to:
 - (A) the Encumbrances;
 - (B) all restrictions on its use or development that are imposed or prescribed by the Laws that apply to it; and
 - (C) all easements and encumbrances affecting the Property including those created or implied by the Subdivision Act; and
 - (iii) agrees that the matters specified in Special Condition 4.1(a)(ii) do not constitute a defect in the Vendor's title to the Property and/or the Goods.
- (b) The Purchaser must not Object in relation to any matter referred to in this Special Condition 4.1.

4.2 Limitation of Purchaser's rights

The Purchaser has inspected and accepts the Property in its present condition. The Purchaser is not entitled to call on the Vendor to:

- (a) amend title;

- (b) rectify any failure to comply with a Law applicable to the Property or a requirement of any Authority;
 - (c) relocate any improvements not erected within the boundaries of the Property;
 - (d) remove or relocate any improvements owned by other persons which encroach on to the Property; or
 - (e) do any work to the Property,
- or bear the cost of doing so.

4.3 **No warranty or representation**

The Vendor makes no warranty or representation:

- (a) that the Property is identical with the Land described in the Particulars of Sale;
- (b) that the improvements are erected within the boundaries of the Property;
- (c) that improvements owned by other persons do not encroach on to the Property;
- (d) as to the condition of the Property; or
- (e) that the Property may be used for any particular purpose.

4.4 **Waiver**

The Purchaser is not entitled to Object or require the Vendor to take any action in relation to:

- (a) any mis-description of the Property or inaccuracy in its area or measurements;
- (b) any failure to comply with a Law applicable to the Property or a requirement of any Authority;
- (c) any improvements not being erected within the boundaries of the Property;
- (d) any improvements owned by other persons encroaching on to the Property; or
- (e) the condition of the Property.

4.5 **Purchaser buys subject**

Without limiting Special Condition 4.1, the Purchaser buys the Property subject to:

- (a) all Laws affecting the Property;
- (b) all restrictions or conditions affecting or imposed on the Property or its use;
- (c) all rights of or claims by any Authority;
- (d) conditions imposed in the planning permits for the Property; and

(e) the applicable planning scheme,

and the Purchaser must not Object or require the Vendor to take any action in connection with these matters or in connection with any defect or non-compliance of the Property with respect to these matters.

5. No warranties about environmental condition

5.1 Purchaser accepts condition

The Purchaser accepts the condition of the Property including, without limitation, the presence of any Contaminant in, on, under or emanating from the Property.

5.2 No representation or warranty

The Purchaser acknowledges that the Vendor makes no representation or warranty about compliance of the Property with Environmental Law.

5.3 No requisition, objection or claim

The Purchaser cannot make any requisition, objection, Claim or claim for compensation, delay payment of the Balance or otherwise rescind or terminate this contract because:

- (a) of the use, presence or escape of any Contaminant on or from the Property; or
- (b) the physical condition of the Property (including the soil, groundwater and sub-surface or any contamination of them):
 - (i) renders the Property unsuitable or unfit for any use or development; or
 - (ii) renders the Property, the Vendor, the Purchaser, the owner, or the occupier liable for any Claim or requirement imposed by any person, competent body or Authority or under any legislation whether now or at any time in the future.

5.4 Responsibility

As from the Settlement Date, the Purchaser assumes full liability and responsibility for the presence of any Contamination on, in, under or adjacent to the Property and anything incidental to them including:

- (a) compliance with all Laws and the requirements of any Authority in respect of any Contamination; and
- (b) the assumption of risk of loss, damage, liability, injury to any person, corporation or property resulting in any way from the use of the Land and presence of any Contaminant in, on or under or emanating from the Land or any improvements on the Land.

5.5 Release and indemnity

- (a) From the Settlement Date, the Purchaser:
- (i) will be responsible at its own expense for complying with all Laws, including without limitation, all directions and orders made and policies declared, under Laws, in relation to; and
 - (ii) releases the Vendor and the Vendor's employees, agents and officers from all liability in relation to,

any Contaminant on, in or under or emanating from, or which may have emanated from, the Property, regardless of when the Contaminant may have come onto the Property or emanated from it.
- (b) The release may be pleaded by the Vendor and its officers as a bar to any claim against the Vendor or its officers by the Purchaser or the Purchaser's successors-in-title or any person claiming through or under them in respect of any Contamination on, in or under the Property or any adjoining property.

5.6 No merger

This Special Condition 5 does not merge on settlement.

6. Default

6.1 Specific breaches

If:

- (a) the Purchaser breaches Special Condition 3.1(c); or
- (b) an Insolvency Event occurs,

General Condition 27 will not apply and the Vendor may terminate this Contract by notice in writing to the Purchaser at any time after the breach or the Insolvency Event occurs.

6.2 If Vendor terminates

If the Vendor terminates this Contract under Special Condition 6.1 General Condition 28.4 will apply as if this Contract had been terminated by notice under General Condition 28.2.

6.3 Purchaser to pay interest

If the Purchaser fails to pay an amount due under this Contract, it must pay interest on that amount at the Interest Rate from the date on which the amount should have been paid until the date it is paid. The interest to be paid under this Special Condition 6.3 must be paid on the date of actual settlement.

6.4 **Time remains of the essence**

The Purchaser's obligation to pay interest under Special Condition 6.3. does not mean that time is not of the essence for the performance of the Purchaser's obligations under this Contract.

6.5 **Other rights unaffected**

Nothing in this Special Condition 6 limits the rights of the Vendor if the Purchaser defaults under this Contract.

7. **Foreign acquisitions**

7.1 **FIRB Approval and Purchaser's warranty**

- (a) If the Purchaser requires FIRB Approval, the Purchaser must deliver to the Vendor a copy of the FIRB Approval on the Day of Sale (time being of the essence).
- (b) If the Purchaser does not deliver a copy of the FIRB Approval to the Vendor on the Day of Sale (time being of the essence), it hereby warrants to the Vendor that the purchase of the Property by it is not subject to or conditional on FIRB Approval.

7.2 **If FIRB Approval not provided**

If:

- (a) the Purchaser does not provide a copy of the FIRB Approval pursuant to Special Condition 7.1; and
- (b) FIRB Approval should have been obtained by the Purchaser,

the Purchaser is liable for and indemnifies the Vendor against all Claims which the Vendor suffers or incurs or is liable for as a result.

7.3 **Exempt Purchaser**

If the Purchaser is not a Foreign Person and seeks to nominate a Foreign Person as a substitute or additional Purchaser it may only do so if:

- (a) the Vendor consents to the nomination (which consent the Vendor may give or refuse without being liable to the Purchaser);
- (b) the nomination does not contravene the conditions of the FIRB Approval; and

- (c) the nominated Foreign Person complies with this Special Condition 7.

8. Land Tax

- (a) The Purchaser acknowledges that the Property Clearance Certificate (formerly Land Tax Clearance Certificate) contained in the Vendor's Statement attached herewith may change due to the land value exceeding the threshold as set by the Victorian Government from time to time, a revaluation of the Property, a change in use by the Vendor (from Principal Place of Residence to investment or vice versa) or due to the current assessment being re-calculated by the State Revenue Office, in particular, for a new calendar year.
- (b) Should the Property not be the Vendor's principal place of residence, and the sale price of the property exceeds the threshold as set by the Victorian Government from time to time (as at 1 January 2024, the threshold is \$10,000,000.00), the Purchaser acknowledges that land tax will be an adjustable item at settlement on a single holding basis. Should land tax be an adjustable item, the Purchaser acknowledges that they will remain liable for an increase/change in the assessment and the land tax adjustment will be calculated based on the Property Clearance Certificate which is current as at the time of settlement.
- (c) Should the Property fall under the threshold as set by the Victorian Government from time to time (as at 1 January 2024, the threshold is \$10,000,000.00), the Purchaser acknowledges that land tax will not be an adjustable item at settlement and General Condition 23.2(b) of the General Conditions herewith is deleted.

9. Miscellaneous

9.1 Severance

Any part of this Contract that is:

- (a) unenforceable or illegal; or
- (b) which purports to waive any right of a person under the *Sale of Land Act*,

is severed from this Contract and does not affect the enforceability of the remaining provisions of this Contract. This Special Condition 9.1 has precedence over all other provisions of this Contract.

9.2 Entire agreement

To the extent permitted by law, this Contract constitutes the entire agreement between the parties in relation to the subject matter of this Contract and supersedes all previous negotiations and agreements in relation to the transaction.

9.3 **No representations**

The Purchaser acknowledges that:

- (a) in entering into this Contract, it:
 - (i) has made its own enquiries in relation to the Property;
 - (ii) does not rely on any letter, brochure, advertisement, documents or arrangement (whether oral or in writing) or other conduct as adding to or amending this Contract;
 - (iii) is satisfied as to all information relevant to the risks, contingencies and other circumstances affecting the purchase of the Property;
 - (iv) is satisfied as to the need for the existence or validity of any development or other approval for the Property; and
 - (v) enters into this Contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgment.

9.4 **No merger**

Unless otherwise expressly provided, no provision of this Contract merges on or by virtue of settlement including any indemnity which survives termination, settlement or expiration of this Contract.

9.5 **Waiver**

- (a) A right may only be waived in writing, signed by the party giving the waiver.
- (b) No other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right.
- (c) A waiver of a right on one or more occasion does not operate as a waiver of that right if it arises again.

9.6 **Amendment**

This Contract may only be varied in writing, signed by the parties.

9.7 **Indemnity**

- (a) The Purchaser is liable for and indemnifies at all times the Vendor against all costs, liability, loss or damage incurred or suffered directly or indirectly by the Vendor caused or contributed to by the Purchaser's:
 - (i) breach of any warranty under this Contract; and
 - (ii) failure to comply with this Contract including liability incurred under another contract of sale.

- (b) Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the Purchaser and survives termination, settlement or expiration of this Contract.
- (c) It is not necessary for the Vendor to incur expense or make payment before enforcing a right of indemnity conferred by this Contract.

9.8 Counterparts

This Contract may be executed in any number of counterparts and all counterparts taken together will constitute one document.

10. Digital Duties Form and SRO Settlement Statement

10.1 Vendor's obligations

The Vendor must:

- (a) complete, or procure the Vendor's Legal Practitioner to complete, those parts of the DDF which are to be completed by the Vendor in respect of the sale of the Property under this Contract (**Vendor DDF**);
- (b) send, or procure the Vendor's Legal Practitioner to send, to the Purchaser's Legal Practitioner (or if none then the Purchaser), the completed Vendor DDF at least 3 Business Days prior to the Due Date; and
- (c) if the Purchaser has complied with Special Condition 10.2(a), sign or approve the DDF prior to Settlement, unless there is manifest error in which case the Vendor must notify the Purchaser of the error and request the Purchaser to amend it.

10.2 Purchaser's obligations

The Purchaser must:

- (a) complete, or procure the Purchaser's Legal Practitioner to complete, those parts of the DDF which are to be completed by the Purchaser (**Purchaser DDF**) at least 2 Business Days prior to the Due Date;
- (b) sign or approve the DDF at least 2 Business Days prior to the Due Date, unless there is manifest error in which case the Purchaser must promptly notify the Vendor of the error and request the Vendor to amend it;
- (c) make any changes to the DDF requested by the Vendor or the Vendor's Legal Practitioner and sign or approve (or re-sign or re-approve) the amended DDF within 1 Business Day of being requested to do so; and
- (d) prior to Settlement:
 - (i) generate a SRO Settlement Statement in respect of the sale of the Property under this Contract; and

- (ii) deliver to the Vendor or the Vendor's Legal Practitioner, the SRO Settlement Statement in respect of the sale of the Property under this Contract.

10.3 No Objection

The Purchaser may not Object if the Vendor or the Vendor's Legal Practitioner request amendments to the DDF at any time prior to Settlement.

10.4 Settlement if not an electronic conveyance

- (a) This Special Condition 10.4 only applies if settlement is not conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- (b) Subject to the Vendor complying with Special Condition 10.1:
 - (i) Settlement is not conditional upon:
 - (A) the Purchaser signing or approving a DDF; or
 - (B) production of an SRO Settlement Statement; and
 - (ii) the Purchaser may not Object if:
 - (A) the DDF is not completed prior to Settlement or at all; or
 - (B) an SRO Settlement Statement is not generated (or able to be generated) prior to Settlement.

10.5 Settlement if an electronic conveyance

- (a) This Special Condition 10.5 only applies if Special Condition 10.4 does not apply.
- (b) Special Condition 10.2 is a fundamental term of this Contract.
- (c) The Purchaser acknowledges and agrees that unless and until the Purchaser complies with Special Condition 10.2, Settlement will not be able to proceed and the Purchaser will be in breach of this Contract.

10.6 General Condition 10.1

The Purchaser acknowledges and agrees that the DDF (other than the Vendor DDF) and the SRO Settlement Statement in respect of the sale of the Property under this Contract are not title documents for the purposes of General Condition 17.1(b)(i) (as that General Condition is amended by Special Condition **Error! Reference source not found.**).

Guarantee and Indemnity

Details

Date	
Parties	<p>The Vendor named in the Reference Schedule (Vendor)</p> <p>The Guarantor named in the Reference Schedule (Guarantor)</p>
Recitals	
A.	At the request of the Guarantor, the Vendor has agreed to enter into the Contract.
B.	Each Guarantor guarantees the Purchaser's obligations under the Contract and indemnifies the Vendor on the terms stated in this Deed.

Operative terms

1. Definitions and interpretation

1.1 Reference schedule

Capitalised words in this guarantee and indemnity that appear in the reference schedule have the meaning given to them in the reference schedule.

1.2 Defined terms

In this guarantee and indemnity:

Business Day	means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.
Notice	means a notice or other communication connected with this guarantee and indemnity.

1.3 Interpretation

In this guarantee and indemnity:

- (a) reference to:
 - (i) one gender includes the other genders;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a person includes a body corporate; and
 - (iv) a party includes the party's executors, administrators, successors and permitted assigns;
- (b) "including" and similar expressions are not words of limitation;
- (c) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (d) headings are for convenience of reference only and do not form part of this guarantee and indemnity or affect its interpretation;
- (e) this guarantee and indemnity or a provision of this guarantee and indemnity must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this guarantee and indemnity or the inclusion of the provision in this guarantee and indemnity; and
- (f) if an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

2. Consideration

The Guarantor has requested the Vendor to enter into the Contract with the Purchaser and the Vendor does so in consideration of this guarantee and indemnity.

3. Contract

The Guarantor acknowledges that it has been given a copy of the Contract and has had full opportunity to consider its provisions before entering into this guarantee and indemnity.

4. Guarantee

4.1 Prompt performance

The Guarantor guarantees to the Vendor prompt performance of all of the obligations of the Purchaser contained or implied in the Contract.

4.2 Payment

If the obligation of the Purchaser is to pay money, the Vendor may if the Purchaser has not paid the money when due immediately recover the money from the Guarantor as a liquidated debt without first commencing proceedings or enforcing any other right against the Purchaser or any other person.

5. Indemnity

5.1 Loss or damage

The Guarantor is liable for and indemnifies the Vendor against any cost (including legal fees and disbursements on a full indemnity basis and any counsel or consultant's fees and expenses at the rate charged to the Vendor), liability, loss, fine, penalty, suit, claim or damage that the Vendor may suffer because of:

- (a) a failure by the Purchaser to pay any money to the Vendor under the Contract; or
- (b) the Vendor having no legal right to recover any money from the Purchaser under the Contract; or
- (c) any money payable by the Purchaser to the Vendor under the Contract not otherwise being payable.

5.2 Principal and separate obligation

The indemnity in clause 5:

- (a) is in addition to and separate from the guarantee in clause 4; and
- (b) is a principal obligation and is independent of the Purchaser's obligations to the Vendor.

5.3 Demand

The Guarantor must pay the Vendor the amount owing under the indemnity in clause 5 on demand by the Vendor.

6. Continuing security

This guarantee and indemnity is a continuing security, and is not discharged or prejudicially affected by any settlement of accounts, but remains in full force until a final release is given by the Vendor.

7. Matters not affecting Guarantor's liability

The Guarantor's liability under clauses 4 and 5 is not affected by:

- (a) the granting of time, forbearance or other concession by the Vendor to the Purchaser or any Guarantor;
- (b) any delay or failure by the Vendor to take action against the Purchaser or any Guarantor;
- (c) an absolute or partial release of the Purchaser or any Guarantor or a compromise with the Purchaser or any Guarantor;
- (d) a variation, novation, renewal or assignment of the Contract by the Vendor, whether or not this increases the liability of the Purchaser or the liability of the Guarantor under this guarantee and indemnity;
- (e) the termination of the Contract;
- (f) the fact that this guarantee and indemnity or the Contract is wholly or partially void, voidable or unenforceable;
- (g) the non-execution of this guarantee and indemnity by the Vendor or one or more of the persons named as Guarantor or the unenforceability of the guarantee or indemnity against one or more of the Guarantors;
- (h) the exercise or purported exercise by the Vendor of its rights under this guarantee and indemnity or the Contract;
- (i) a problem that means:
 - (i) the Vendor has no legal right to recover any money from the Purchaser;
 - (ii) the Purchaser does not owe any money that otherwise would be payable under Contract;
 - (iii) the Vendor knew of the problem, or should have known; or
 - (iv) the Purchaser could never have been required to pay the Vendor the money referred to in clause 5.1; or
- (j) the nomination by the Purchaser of a nominee or substitute purchaser under the Contract.

8. Payment later avoided

The Guarantor's liability is not discharged by a payment to the Vendor, which is later avoided by law. If that happens, the Vendor, the Purchaser and the Guarantor will be restored to their respective rights and obligations as if the payment had not been made.

9. Indemnity on disclaimer

If a liquidator or trustee in bankruptcy disclaims the Contract or this guarantee and indemnity, the Guarantor is liable for and indemnifies the Vendor against all resulting loss.

10. Guarantor not to prove in liquidation or bankruptcy

Until the Vendor has received all money payable to it by the Purchaser:

- (a) the Guarantor must not prove or claim in any liquidation, bankruptcy, composition, arrangement or assignment for the benefit of creditors of the Purchaser; and
- (b) the Guarantor must hold any claim it has and any dividend it receives on trust for the Vendor.

11. Guarantor not to claim benefits or enforce rights

Until the Guarantor's liability under this guarantee and indemnity is discharged the Guarantor may not, without the consent of the Vendor:

- (a) claim the benefit or seek the transfer (in whole or in part) of any other guarantee, indemnity or security held or taken by the Vendor;
- (b) make a claim or enforce a right against the Purchaser or any other guarantor or against the estate or any of the property of any of them (except for the benefit of the Vendor); or
- (c) raise a set-off or counterclaim available to it or the Purchaser against the Vendor in reduction of its liability under this guarantee and indemnity.

12. Costs and expenses

12.1 Reimbursement on demand

The Guarantor agrees to pay or reimburse the Vendor on demand for:

- (a) its costs, charges and expenses of making, enforcing and doing anything in connection with this guarantee and indemnity, including all costs actually payable by the Vendor to its legal representatives (whether under a costs agreement or otherwise); and
- (b) all taxes (except income tax) which are payable in connection with this guarantee and indemnity or any payment, receipt or other transaction contemplated by it.

12.2 Application of money

Money paid to the Vendor by the Guarantor must be applied first against payment of costs, charges and expenses under this clause 12 and then against other obligations under this guarantee and indemnity.

13. Continuation on assignment

If the Vendor assigns its rights under this guarantee and indemnity, the benefit of the guarantee and indemnity extends to the assignee and continues concurrently for the benefit of the Vendor regardless of the assignment unless the Vendor releases the Guarantor in writing.

14. General

14.1 Joint and several

- (a) If a party consists of more than one person this guarantee and indemnity binds each of them separately and any two or more of them jointly.
- (b) An obligation, representation or warranty in favour of more than one person is for the benefit of them separately and jointly.
- (c) A party (other than the Vendor) which is a trustee is bound both personally and in its capacity as a trustee.

14.2 Notices

- (a) A Notice has no legal effect unless it is in writing.
- (b) In addition to any other method of service provided by law, a Notice may be:
 - (i) sent by prepaid post to; or
 - (ii) delivered at,

the address of the addressee set out in this guarantee and indemnity or as subsequently notified in writing.
- (c) If a Notice is sent or delivered in a manner provided by clause 14.2(b), it must be treated as given to and received by the party to which it is addressed:
 - (i) if sent by post, on the 2nd Business Day (at the address to which it is posted) after posting; or
 - (ii) if otherwise delivered before 4.00 pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.
- (d) Any Notice by a party may be given and may be signed by its solicitor.

14.3 Governing law and jurisdiction

- (a) The law of Victoria governs this guarantee and indemnity.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.

14.4 **Severability**

If anything in this guarantee and indemnity is unenforceable, illegal or void then it is severed and the rest of this guarantee and indemnity remains in full force.

14.5 **Entire agreement**

This guarantee and indemnity and the documents referred to in it are the entire agreement between the parties and supersede and discharge all previous negotiations and agreements.

14.6 **Waiver and variation**

A provision of or a right created under this guarantee and indemnity cannot be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by or on behalf of the parties.

Reference Schedule

Vendor means	Name	Mun Yun Lee and Cyrus Robert Brooks
Guarantor means	Name	

Executed as a deed

Signed Sealed and Delivered by the said

in the presence of:

Signature

Signature of witness

Name (print)

Signed Sealed and Delivered by the said

in the presence of:

Signature

Signature of witness

Name (print)



This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 30 October 2018.

Vendor Statement

Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included

Delete as appropriate wherever an asterisk (*) appears. "Nil" may be written in any of the rectangular boxes if appropriate.

Additional information may be added to section 13 where there is insufficient space.

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 1303, Level 13, 639 Little Lonsdale Street, Melbourne, 3000	
+ Vendor's name	Mun Yun Lee	Date / /
+ Vendor's signature		
+ Vendor's name	Cyrus Robert Brooks	Date / /
+ Vendor's signature		
+ Purchaser's name		Date / /
+ Purchaser's signature		
+ Purchaser's name		Date / /

+ Purchaser's signature

Important information

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1. FINANCIAL MATTERS

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

(a) ~~Their total does not exceed:~~

\$ _____

_____ OR

(b) Are contained in the attached certificates.

_____ OR

(c) ~~*Their amounts are:~~

Authority	Amount	Interest (if any)
(1) _____	(1) \$ _____	(1) \$ _____
(2) _____	(2) \$ _____	(2) \$ _____
(3) _____	(3) \$ _____	(3) \$ _____
(4) _____	(4) \$ _____	(4) \$ _____

(d) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge², which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box.

\$ _____

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

\$ _____ To _____

Other particulars (including dates and times of payments:

Nil to the Vendor's knowledge.

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.~~

~~*Attached is a Law Institute of Victoria published "Additional Vendor Statement".~~

² Other than any GST payable in accordance with the contract.

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.

*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

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.

(a) *Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

OR

(b) *Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company: _____	
Type of policy: _____	Policy no: _____
Expiry date: _____	Amount insured: _____

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.

(a) *Attached is a copy or extract of any policy of insurance required under the *Building Act 1993*.

OR

(b) *Particulars of any required insurance under the *Building Act 1993* are as follows:

Name of insurance company: _____	
Policy no: _____	Expiry date: _____

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

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.

OR

*Is as follows:

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

Nil to the Vendor's knowledge.

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 under section 192A of the *Building Act 1993* if the square box is marked with an "X"

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

OR

*The required specified information is as follows:

(a) Name of planning scheme	_____
(b) Name of responsible authority	_____
(c) Zoning of the land	_____
(d) Name of planning overlay	_____

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:

City of Melbourne Building Order and VCAT proceedings, details of which are annexed to the Vendor's Statement.

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:

Not Applicable.

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:

Not Applicable.

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):

Are contained in the attached certificate.

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*.

6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.

OR

~~6.2 *Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.~~

OR

~~6.3 *The owners corporation is an inactive owners corporation.³~~

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*.~~

~~7.1 Work-in-Kind Agreement~~

~~This section 7.1 only applies if the land is subject to a work-in-kind agreement.~~

- ~~(a) *The land is NOT to be transferred under the agreement unless the square box is marked with an "X"~~
- ~~(b) *The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X"~~
- ~~(c) *The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X"~~

~~7.2 GAIC Recording~~

~~This section 7.2 only applies if there is a GAIC recording.~~

~~Any of the following certificates or notices must be attached if there is a GAIC recording. The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:~~

- ~~(a) *Any certificate of release from liability to pay a GAIC~~
- ~~(b) *Any certificate of deferral of the liability to pay the whole or part of a GAIC~~
- ~~(c) *Any certificate of exemption from liability to pay a GAIC~~
- ~~(d) *Any certificate of staged payment approval~~
- ~~(e) *Any certificate of no GAIC liability~~
- ~~(f) *Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability~~
- ~~(g) *A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above~~

8. SERVICES

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

Electricity supply Gas supply Water supply Sewerage Telephone services

³ An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

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.

OR

~~*(b) **General Law Title**~~

~~The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.~~

~~*9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).~~

10. SUBDIVISION

10.1 Unregistered Subdivision

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

~~(a) *Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.~~

OR

~~(b) *Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.~~

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 a 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:~~

~~_____~~

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

~~_____~~

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

~~_____~~

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.~~

~~(a) *Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).~~

OR

~~(b) *Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).~~

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 1000m²; (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);~~

~~*Are contained in the attached building energy efficiency certificate.~~

OR

~~*Are as follows:~~

12. ~~COMMERCIAL AND INDUSTRIAL PROPERTY TAX REFORM ACT 2024~~

- ~~(a) The land is /is not a tax reform scheme land within the meaning of the *Commercial and Industrial Property Tax Reform Act 2024* (Vic) (CIPT).~~
- ~~(b) The AVPCC (within the meaning of the CIPT) is~~
- ~~(c) The entry date (within the meaning of the CIPT) is~~

13. 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.)

14. 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 a Law Institute of Victoria published “Additional Vendor Statement” if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

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

VOLUME 12235 FOLIO 568

Security no : 124125127942V

Produced 06/06/2025 10:56 AM

LAND DESCRIPTION

Lot 1303B on Plan of Subdivision 746092G.
PARENT TITLE Volume 11975 Folio 570
Created by instrument PS746092G Stage 2 30/07/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
MUN YUN LEE
CYRUS ROBERT BROOKS both of 8 ENGGOR STREET #17-03 SINGAPORE
AU162155S 22/03/2021

ENCUMBRANCES, CAVEATS AND NOTICES

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 PS746092G FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AZ241132X (E)	DISCHARGE OF MORTGAGE Registered	06/06/2025

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

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

Street Address: UNIT 1303 LEVEL 13 639 LITTLE LONSDALE STREET MELBOURNE VIC 3000

ADMINISTRATIVE NOTICES

NIL

eCT Control 19208S HWL EBSWORTH LAWYERS
Effective from 06/06/2025

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS746092G
OWNERS CORPORATION 2 PLAN NO. PS746092G

DOCUMENT END

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Document Type	Plan
Document Identification	PS746092G
Number of Pages (excluding this cover sheet)	236
Document Assembled	17/10/2024 10:18

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PLAN OF SUBDIVISION		EDITION 9	PS 746092G		
LOCATION OF LAND					
PARISH:	MELBOURNE NORTH CITY OF MELBOURNE				
TOWNSHIP:	-				
SECTION:	32				
CROWN ALLOTMENT:	1, 2(PT), 3(PT), 4(PT), 5(PT), 6(PT) & 21(PT)				
CROWN PORTION:	-				
TITLE REFERENCE:	VOL.3197 FOL.345, VOL.3543 FOL.465, VOL.6659 FOL.775, VOL.6659 FOL.776, VOL.8683 FOL.095, VOL.8715 FOL.196 & VOL.10705 FOL.970				
LAST PLAN REFERENCE:	TP786695K, TP617782N, TP445694R, TP250546T, LOT 1, 2, 3, 4 & 5 ON TP448106W, LOTS 1, 2 & 3 ON TP 838001N & TP822799A				
POSTAL ADDRESS: (at time of subdivision)	244-276 SPENCER STREET, 650-676 LONSDALE STREET & 635-663 LITTLE LONSDALE STREET, MELBOURNE, VIC. 3000				
MGA 2020 CO-ORDINATES: (approx. centre of land in plan)	E 319 800 ZONE: 55 N 5 812 800				
VESTING OF ROADS AND/OR RESERVES		NOTATIONS			
IDENTIFIER	COUNCIL/BODY/PERSON	STAGING	THIS IS / IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO. TP-2017-745 (S1), TP-2019-39 (S2), TP-2019-40 (S6), TP-2019-42 (S7), TP-2022-227 (S8), TP-2020-806- (S3), TP-2020-807 (S300), TP-2020-812 (S400), TP-2020-808 (S301), TP-2020-813 (S401), TP-2020-809 (S302), TP-2020-815 (S402), TP-2022-226 (Sec32), TP-2020-811 (S303), TP-2020-817 (S403) & TP-2020-819 (S11)		
ROAD R1	MELBOURNE CITY COUNCIL	SURVEY	THIS PLAN IS / IS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NO MELBOURNE NORTH PM 158 IN PROCLAIMED SURVEY AREA NO.		
<p>BOUNDARIES SHOWN AS THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:</p> <p>EXTERIOR FACE : BOUNDARIES MARKED E MEDIAN : BOUNDARIES MARKED M INTERIOR FACE : ALL OTHER BOUNDARIES</p> <p>B - BALCONY CP No.1 - COMMON PROPERTY No.1 CP No.2 - COMMON PROPERTY No.2 CP No.3 - COMMON PROPERTY No.3 CP No.4 - COMMON PROPERTY No.4 CP No.5 - COMMON PROPERTY No.5 CP No.6 - COMMON PROPERTY No.6 CP No.7 - COMMON PROPERTY No.7 CP No.8 - COMMON PROPERTY No.8 CP No.9 - COMMON PROPERTY No.9 P - PROJECTION OF UNDERSIDE OF CEILING PT - PART T - TERRACE - DENOTES STRUCTURE (NON BOUNDARY)</p>		DEPTH LIMITATION	DOES NOT APPLY		
		<p>COMMON PROPERTY No.1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS, COMMON PROPERTIES 2, 3, 4, 5, 6, 7, 8 & 9 AND INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES EXCEPT THOSE MARKED 'E' AND 'M'</p> <p>ALL COLUMNS, BEAMS, SLABS, PIPE SHAFTS, SERVICE DUCTS WHETHER OR NOT SHOWN IN THIS PLAN ARE CONTAINED IN COMMON PROPERTY No.1, UNLESS OTHERWISE NOTED.</p> <p>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES</p>			
EASEMENT INFORMATION					
EASEMENTS & RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE WHOLE OF THE LAND IN THIS PLAN.					
LEGEND: E - ENCUMBERING EASEMENT, CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE A - APPURTENANT EASEMENT					
SUBJECT LAND	PURPOSE	WIDTH (metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF	
			SEE SHEET 2		
<p>VERIS AUSTRALIA PTY LTD A Level 3, 1 Southbank Blvd Southbank, VIC 3206 T +61 3 7019 8400 E melbou@veris.com.au W www.veris.com.au</p>		LICENSED SURVEYOR LACHLAN JAMES McCLEARY			
		DATE 15/06/23	REFERENCE 302547	ORIGINAL SHEET SIZE A3	
		VERSION C	DRAWING 30254711-AC	SHEET 1 OF 231 SHEETS	
		THIS IS A LAND USE VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN			

PLAN OF SUBDIVISION	PS 746092G
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EASEMENT INFORMATION

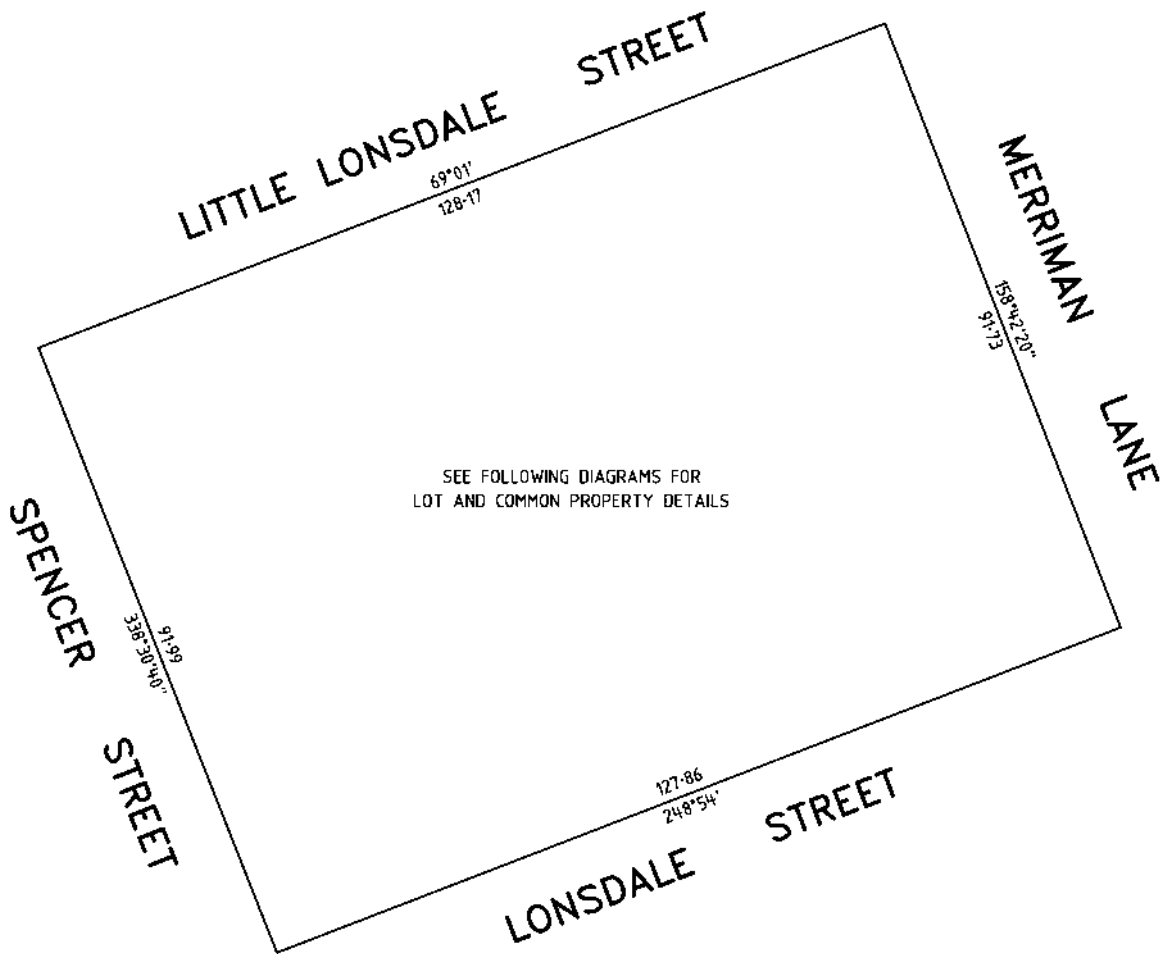
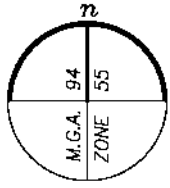
LEGEND: E - ENCUMBERING EASEMENT, CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE A - APPURTENANT EASEMENT

SUBJECT LAND	PURPOSE	WIDTH (metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	WAY FOR MAINTENANCE ACCESS (LIMITED IN DEPTH AND HEIGHT TO BETWEEN RELEVANT SLAB AND 2.10m ABOVE THE RELEVANT SLAB), AND (LIMITED IN TIME TO SATURDAY AND SUNDAY)	SEE PLAN	STAGE 2 - PS746092G	COMMON PROPERTY No.1
E-2	WAY FOR MAINTENANCE ACCESS (LIMITED IN DEPTH AND HEIGHT TO BETWEEN RELEVANT SLAB AND 2.10m ABOVE THE RELEVANT SLAB), AND (LIMITED IN TIME TO SATURDAY AND SUNDAY)	SEE PLAN	STAGE 2 - PS746092G	COMMON PROPERTY No.4
E-3	FOOTWAY (LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE UPPERFACE OF THE GROUND STOREY SLAB AND THE UNDERSIDE OF THE THIRD STOREY SLAB). SEE SECTION H - H' FOR DETAILS	SEE PLAN	STAGE 7 - PS746092G	LOTS 11RB AND 21RB
E-4	FOOTWAY (LIMITED IN DEPTH AND HEIGHT TO BETWEEN RELEVANT SLAB AND 2.10m ABOVE THE RELEVANT SLAB).	SEE PLAN	STAGE 7 - PS746092G	LOTS 11RB AND 21RB
E-5	FOOTWAY (LIMITED IN DEPTH AND HEIGHT TO SITE LEVEL AND THE UNDERSIDE OF THE FIRST STOREY SLAB).	SEE PLAN	STAGE 8 - PS746092G	COMMON PROPERTY No.1
E-5, E-6	ACCESS FOR MAINTENANCE (LIMITED IN DEPTH AND HEIGHT TO SITE LEVEL AND THE UNDERSIDE OF THE FIRST STOREY SLAB).	SEE PLAN	STAGE 8 - PS746092G	COMMON PROPERTY No.1
E-7	ACCESS FOR MAINTENANCE (LIMITED IN DEPTH AND HEIGHT TO BETWEEN RELEVANT SLAB AND 2.10m ABOVE THE RELEVANT SLAB), AND (LIMITED IN TIME TO SATURDAY AND SUNDAY)	SEE PLAN	STAGE 300 - PS746092G	COMMON PROPERTY No.1
E-8	WAY FOR MAINTENANCE ACCESS (LIMITED IN DEPTH AND HEIGHT TO BETWEEN RELEVANT SLAB AND UNDERSIDE OF CEILING ABOVE THE RELEVANT SLAB)	SEE PLAN	STAGE 11 - PS746092G	COMMON PROPERTY No.8

<p style="font-size: 8px; margin-top: 5px;"> VERIS AUSTRALIA PTY LTD A Level 3, 1 Southbank Blvd Southbank VIC 3005 T +61 3 7019 8400 E melbourne@veris.com.au W www.veris.com.au </p>	LICENSED SURVEYOR LACHLAN JAMES McCLEARY	
	DATE 15/06/23 REFERENCE 302547	ORIGINAL SHEET SIZE A3
	VERSION C DRAWING 30254711-AC	SHEET 2

PLAN OF SUBDIVISION

PS 746092G



**SITE PLAN
DIAGRAM 1**

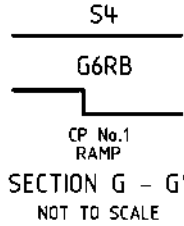
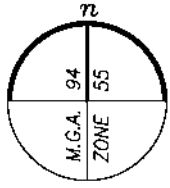
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:750	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 3



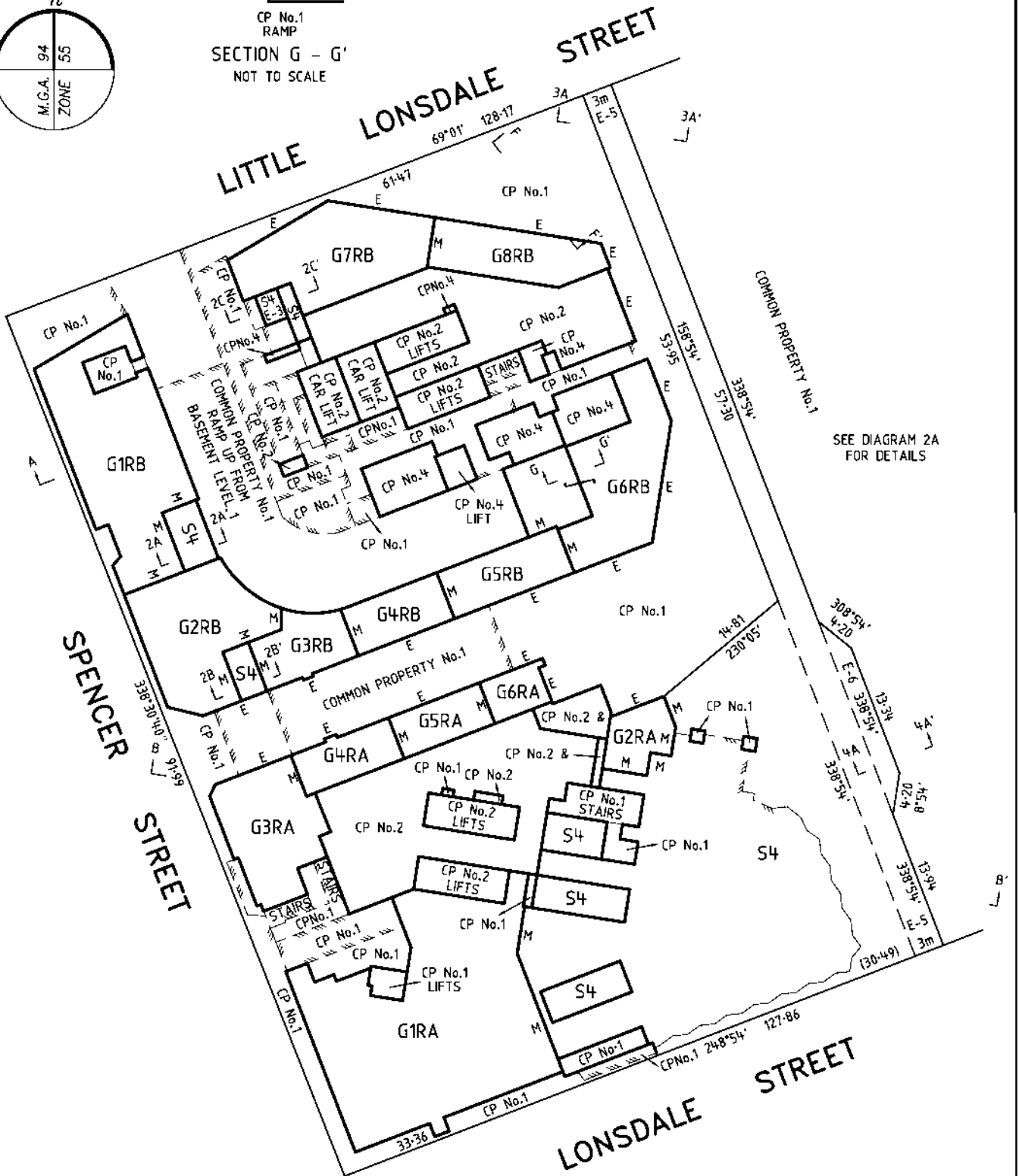
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PLAN OF SUBDIVISION

PS 746092G



SECTION G - G'
NOT TO SCALE



SEE DIAGRAM 2A FOR DETAILS

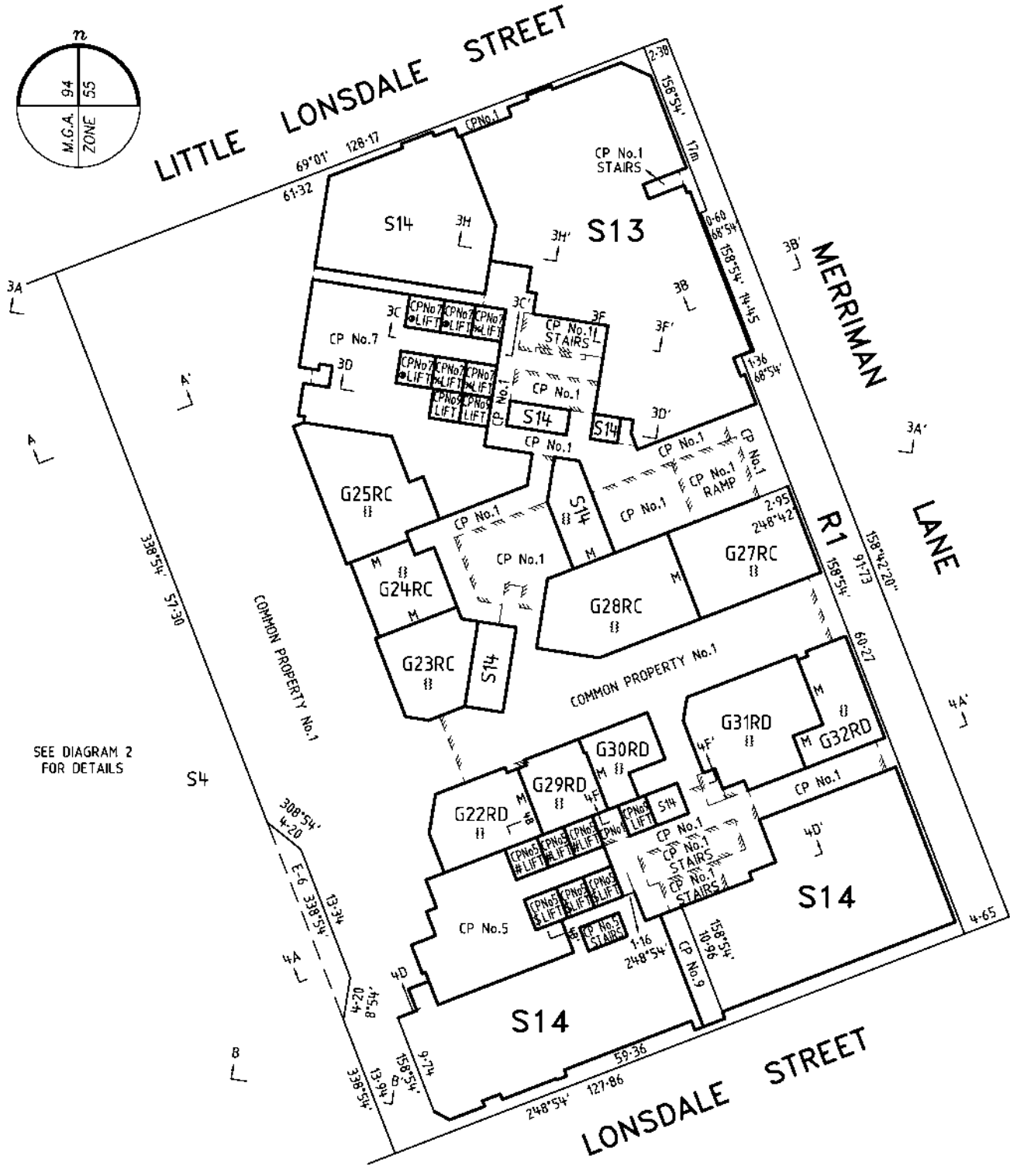
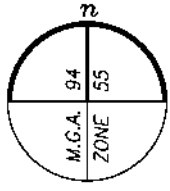
GROUND STOREY (PART)
DIAGRAM 2

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 4

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GROUND STOREY (PART)
DIAGRAM 2A

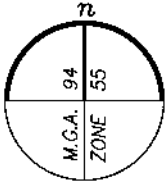
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 5



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LITTLE LONSDALE STREET

MERRIMAN LANE

LONSDALE STREET

COMMON PROPERTY No.1

COMMON PROPERTY No.1

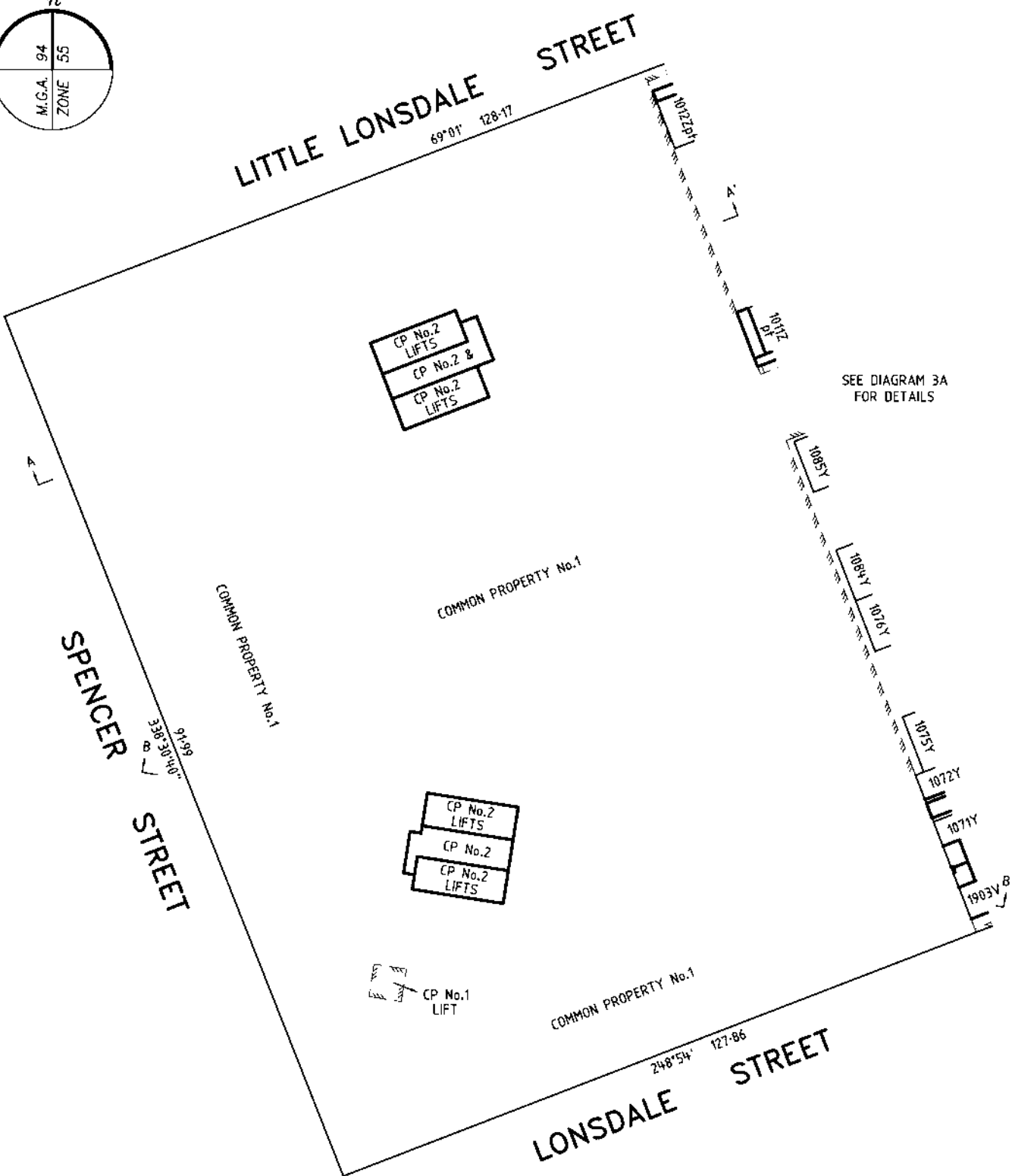
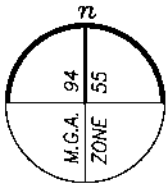
GROUND STOREY MEZZANINE
DIAGRAM 2AM

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 6



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PLAN OF SUBDIVISION **PS 746092G**

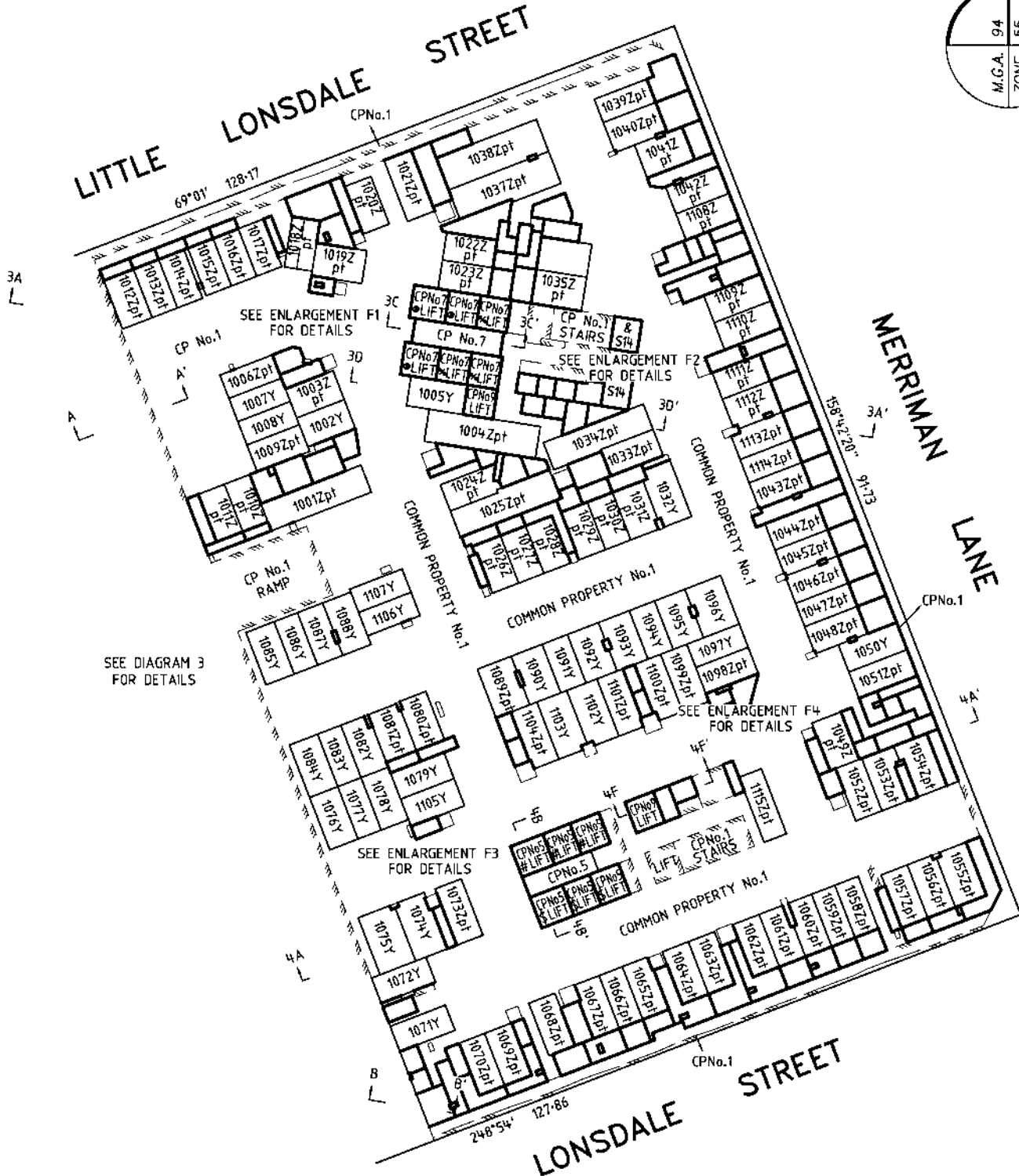
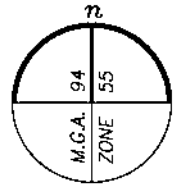


BASEMENT LEVEL 4 (PART)
DIAGRAM 3

<p>VERIS AUSTRALIA PTY LTD A Level 3, 1 Southbank Blvd Southbank VIC 3005 T +61 3 7019 0400 E mc.sourne@veris.com.au W www.veris.com.au</p>	LICENSED SURVEYOR LACHLAN JAMES McCLEARY	SCALE 1:400	<p>LENGTHS ARE IN METRES</p>
	DATE 15/06/23	REFERENCE 302547	ORIGINAL SHEET SIZE A3
	VERSION C	DRAWING 30254711-AC	SHEET 7

PLAN OF SUBDIVISION

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BASEMENT LEVEL 4 (PART)
DIAGRAM 3A

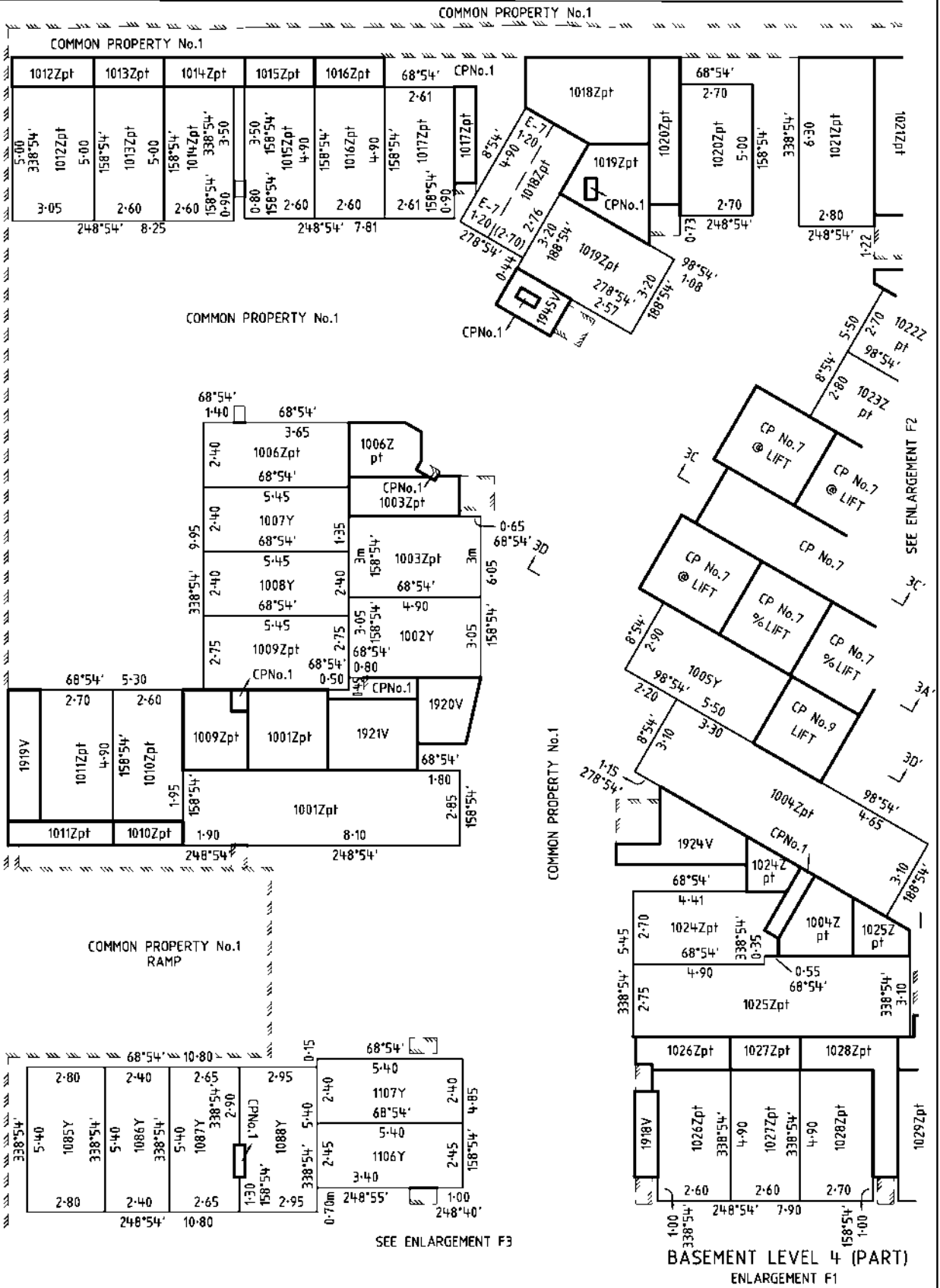
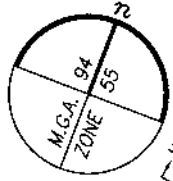
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 8

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LITTLE LONSDALE STREET



SEE DIAGRAM 3

SEE ENLARGEMENT F3

BASEMENT LEVEL 4 (PART)
ENLARGEMENT F1

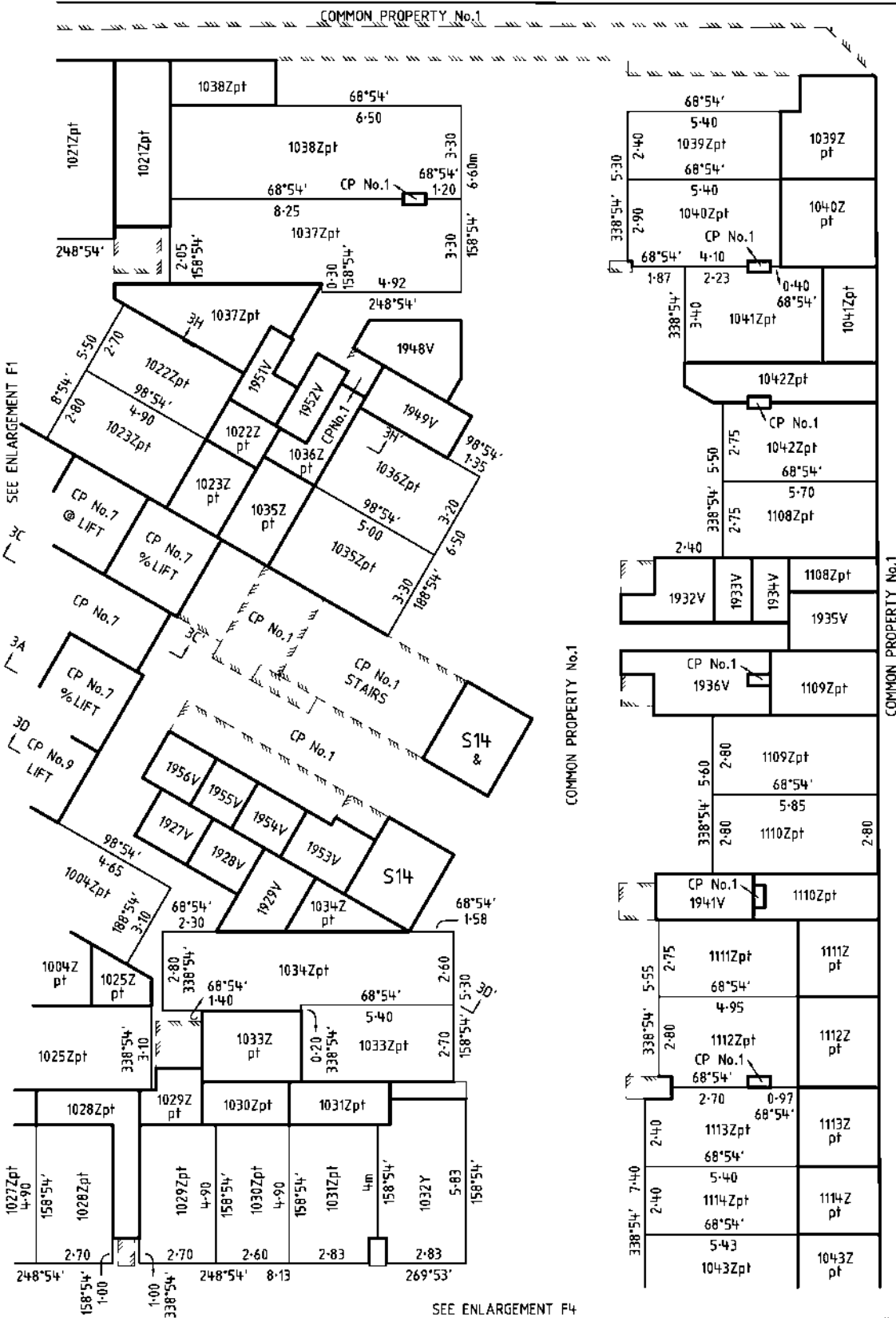
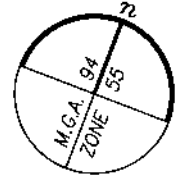
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:150	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 9



PLAN OF SUBDIVISION

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LITTLE LONSDALE STREET



BASEMENT LEVEL 4 (PART)
ENLARGEMENT F2

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LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:150
DATE	15/06/23	REFERENCE	302547
VERSION	C	DRAWING	30254711-AC

1.5 0 3 6
LENGTHS ARE IN METRES

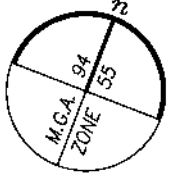
ORIGINAL SHEET SIZE A3
SHEET 10

PLAN OF SUBDIVISION

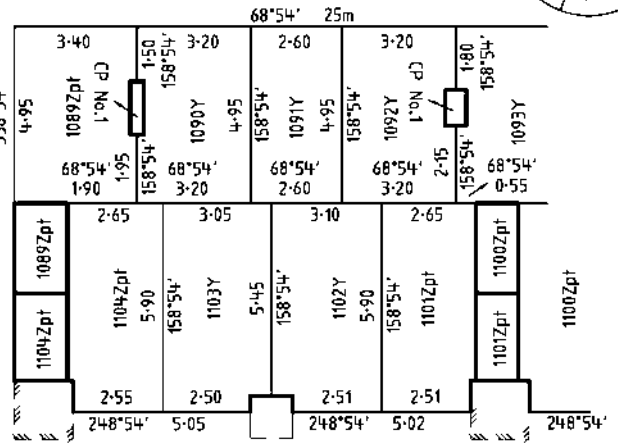
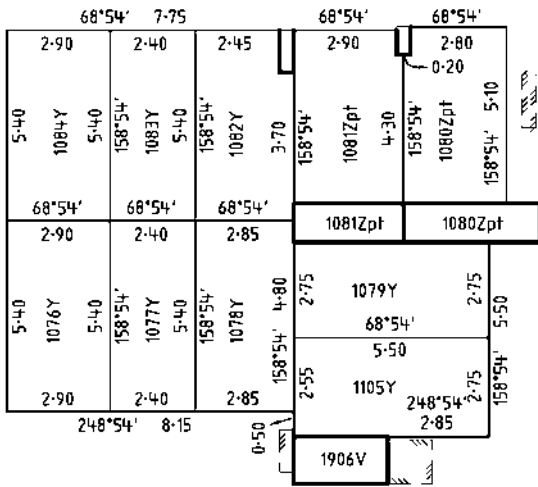
PS 746092G

SEE ENLARGEMENT F1

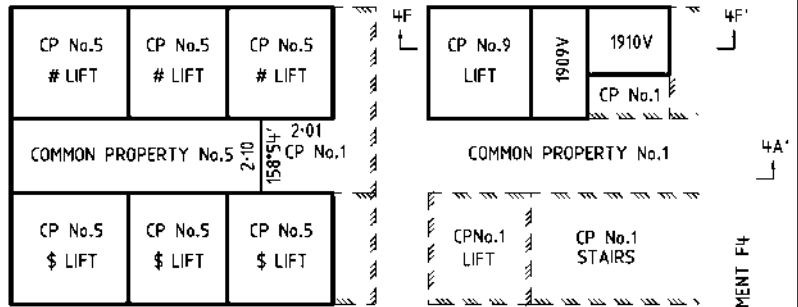
COMMON PROPERTY No.1



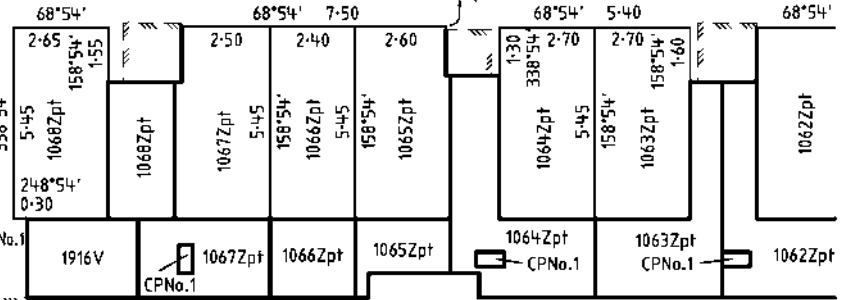
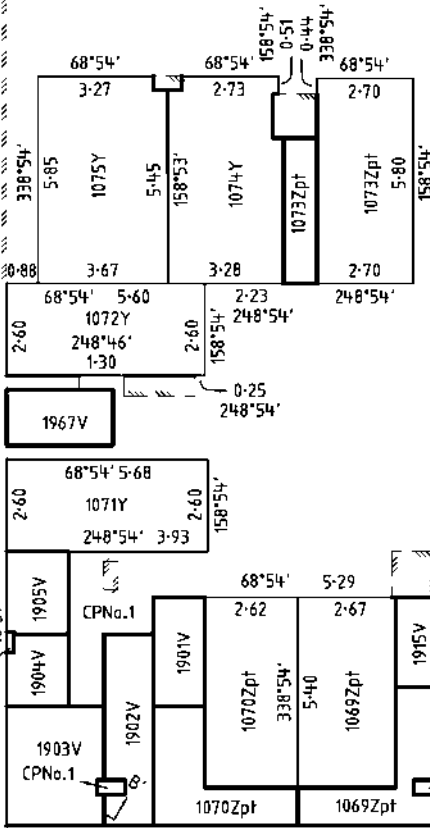
SEE DIAGRAM 3



COMMON PROPERTY No.1



COMMON PROPERTY No.1



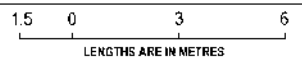
COMMON PROPERTY No.1

LONSDALE STREET

BASEMENT LEVEL 4 (PART)
ENLARGEMENT F3

LICENSED SURVEYOR LACHLAN JAMES McCLEARY

SCALE
1:150



DATE 15/06/23

REFERENCE 302547

ORIGINAL SHEET SIZE A3

VERSION C

DRAWING 30254711-AC

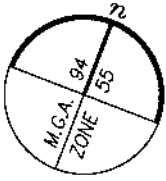
SHEET 11



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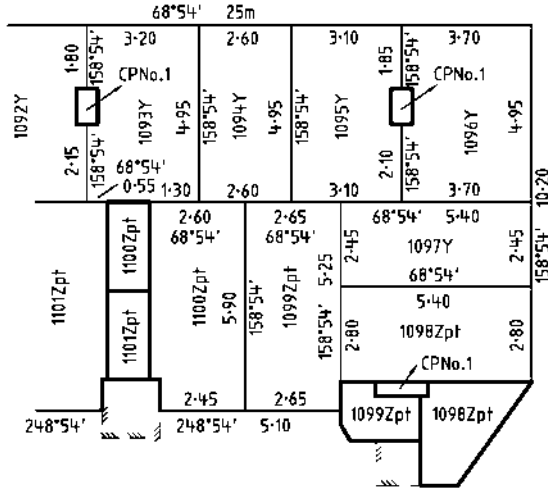
PLAN OF SUBDIVISION

PS 746092G



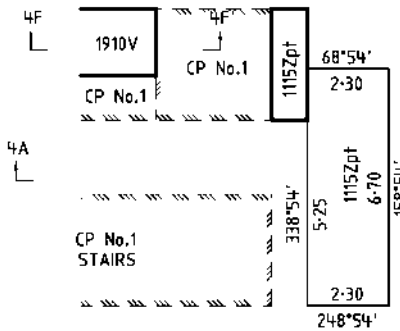
SEE ENLARGEMENT F2

COMMON PROPERTY No.1

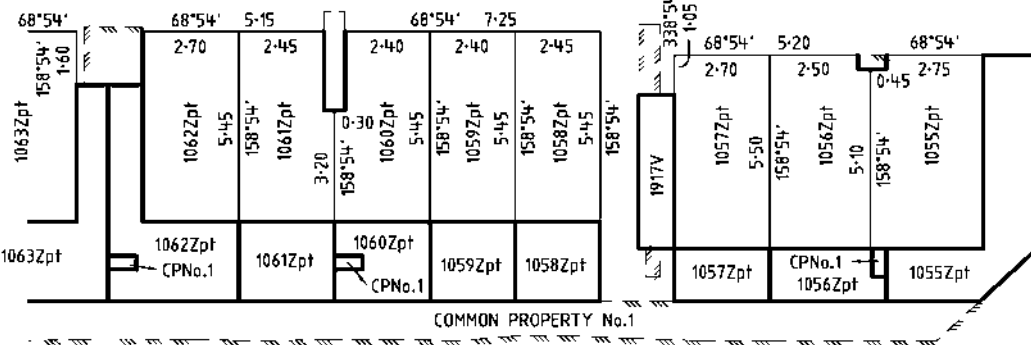


COMMON PROPERTY No.1

SEE ENLARGEMENT F3



COMMON PROPERTY No.1



COMMON PROPERTY No.1

BASEMENT LEVEL 4 (PART)
ENLARGEMENT F4

COMMON PROPERTY No.1

LONSDALE STREET



COMMON PROPERTY No.1

MERRIMAN LANE

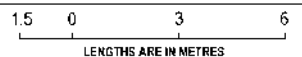
4A



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LICENSED SURVEYOR LACHLAN JAMES McCLEARY

SCALE
1:150



DATE 15/06/23

REFERENCE 302547

ORIGINAL SHEET SIZE A3

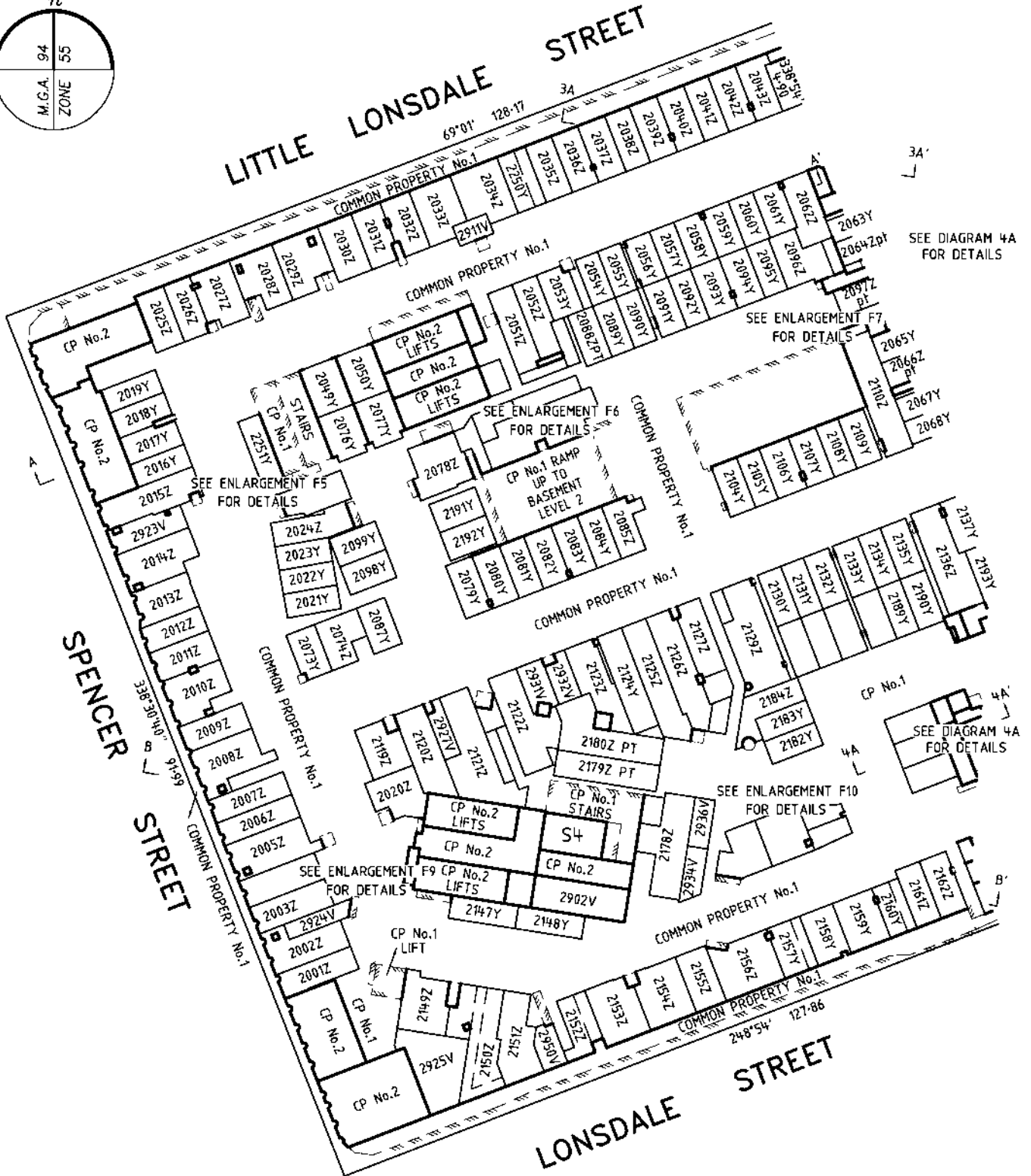
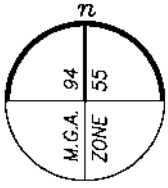
VERSION C

DRAWING 30254711-AC

SHEET 12

PLAN OF SUBDIVISION

PS 746092G

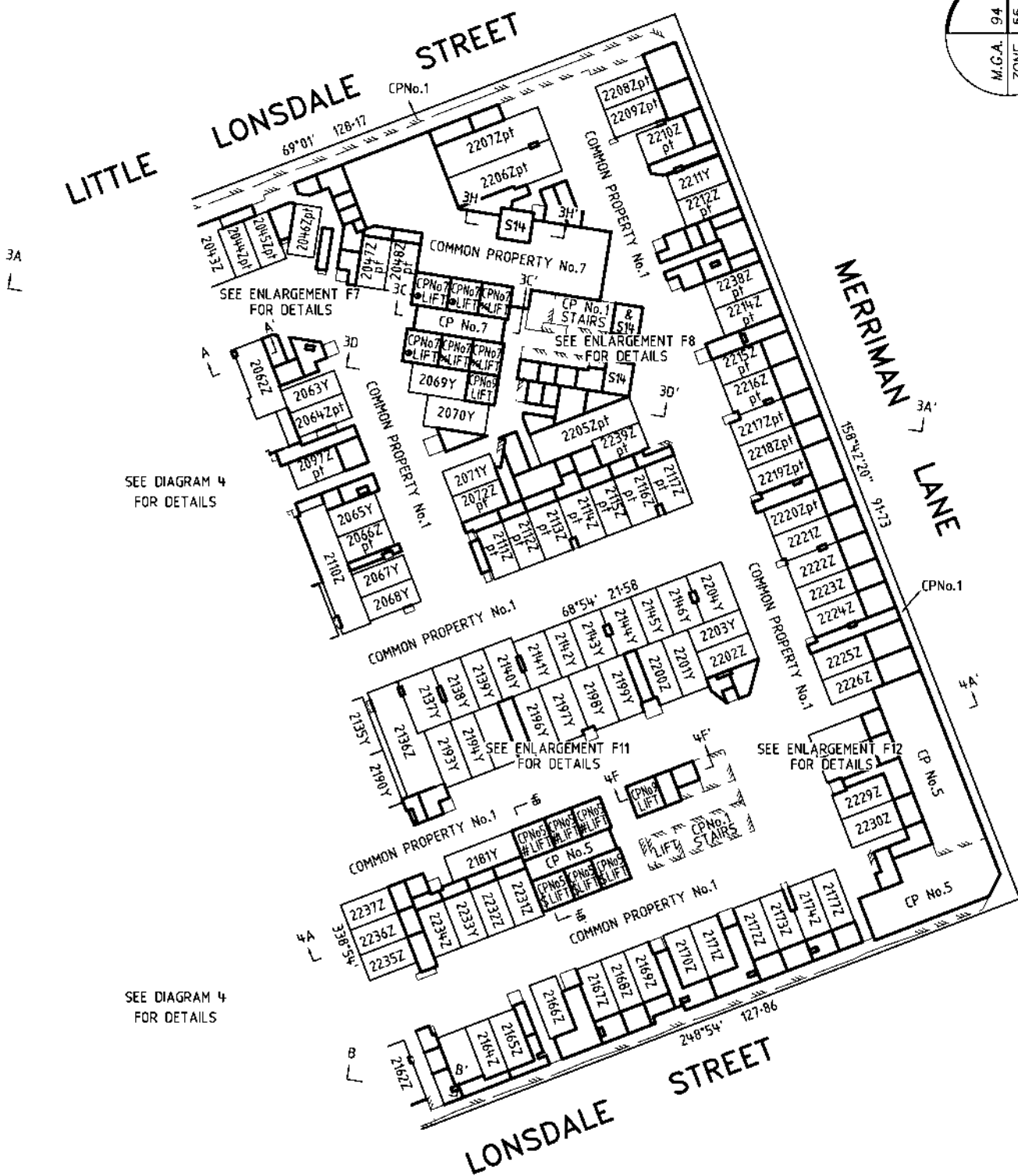
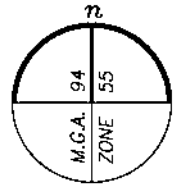


BASEMENT LEVEL 3 (PART)
DIAGRAM 4

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 13

PLAN OF SUBDIVISION

PS 746092G



SEE ENLARGEMENT F7 FOR DETAILS

SEE ENLARGEMENT F8 FOR DETAILS

SEE DIAGRAM 4 FOR DETAILS

SEE ENLARGEMENT F11 FOR DETAILS

SEE ENLARGEMENT F12 FOR DETAILS

SEE DIAGRAM 4 FOR DETAILS

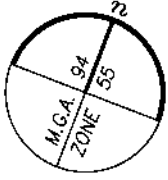
BASEMENT LEVEL 3 (PART)
DIAGRAM 4A

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 14

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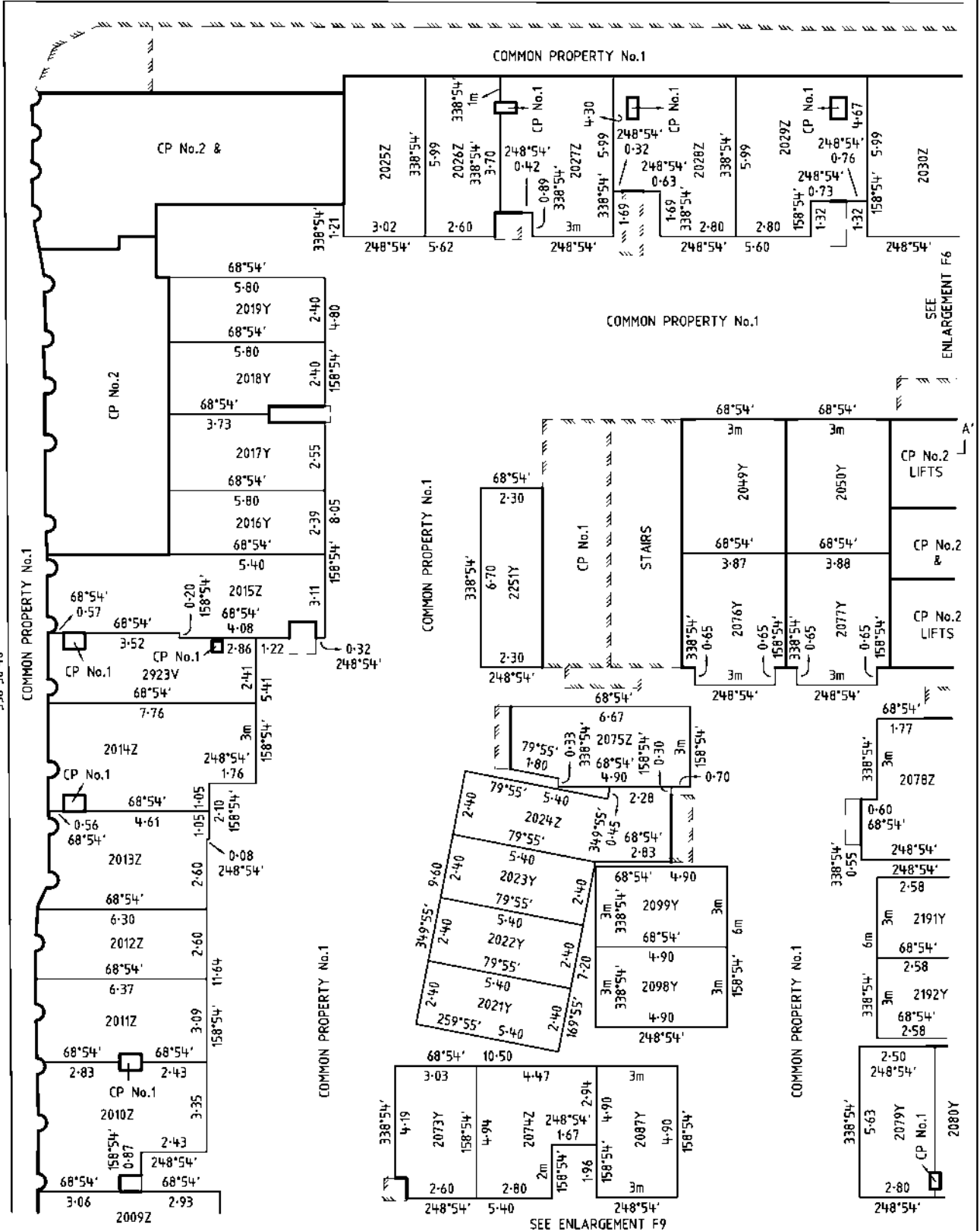


LITTLE LONSDALE STREET

BASEMENT LEVEL 3 (PART)
ENLARGEMENT F5

69°01'

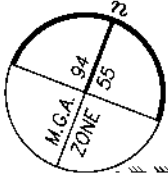
SPENCER STREET



LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:150	1.5 0 3 6
DATE	15/06/23	REFERENCE	302547	LENGTHS ARE IN METRES
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 15

PLAN OF SUBDIVISION

PS 746092G



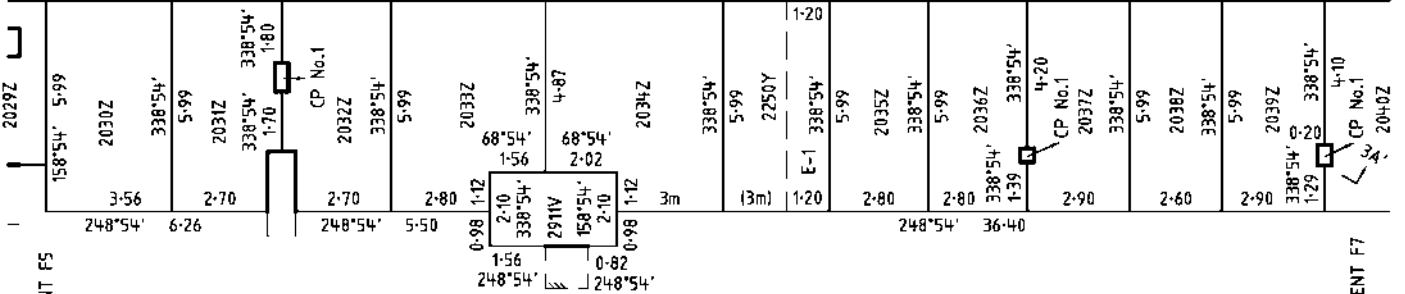
LITTLE LONSDALE STREET

BASEMENT LEVEL 3 (PART)

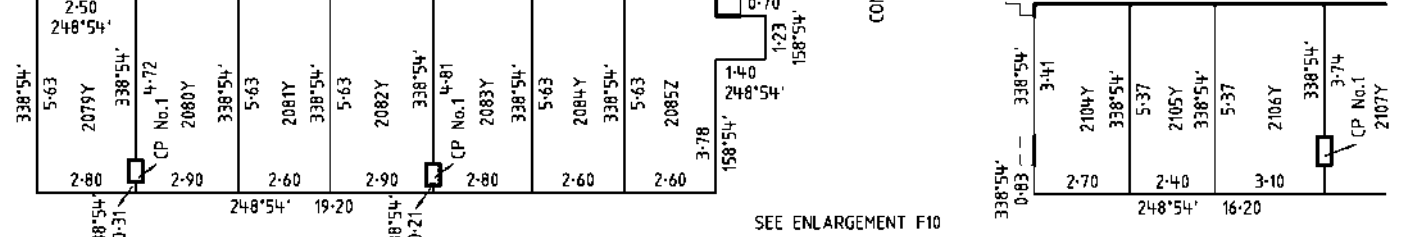
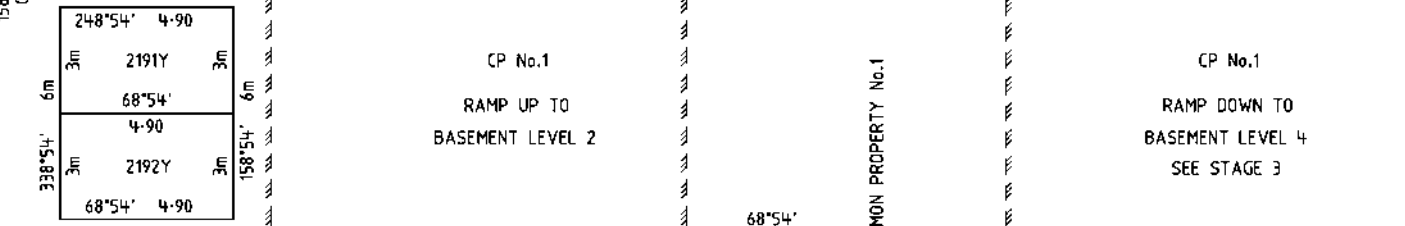
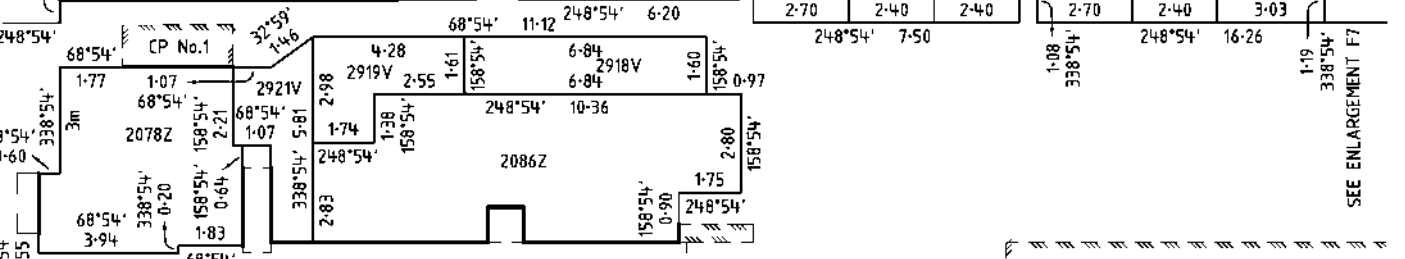
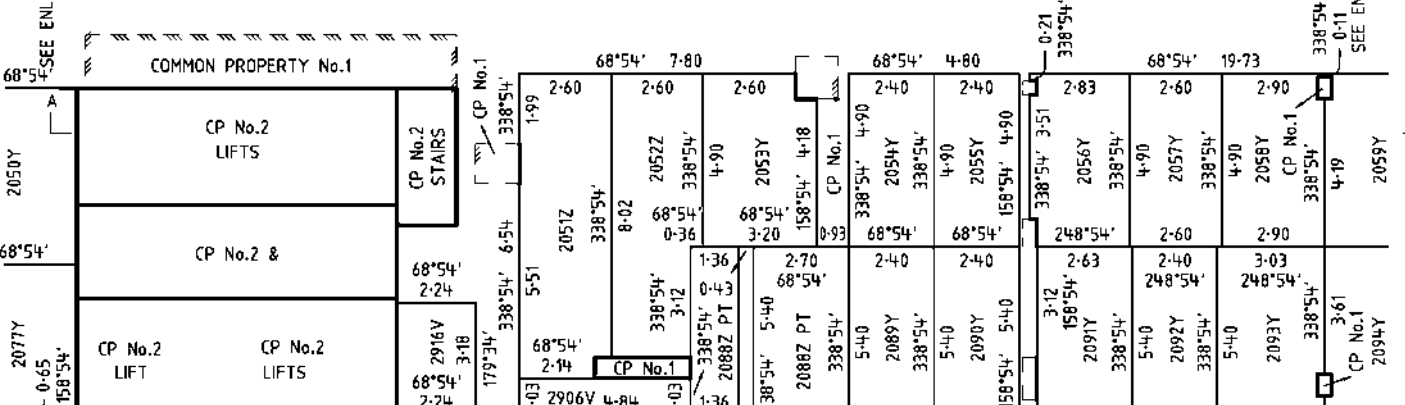
ENLARGEMENT F6


69°01'

COMMON PROPERTY No.1



COMMON PROPERTY No.1



 <p>VERIS AUSTRALIA PTY LTD A Cycle 3, 1 Southbank Blvd Southbank VIC 3005 T +61 3 7019 0400 E nic.bourne@veris.com.au W www.veris.com.au</p>	LICENSED SURVEYOR LACHLAN JAMES McCLEARY	SCALE 1:150	1.5 0 3 6 LENGTHS ARE IN METRES
	DATE 15/06/23	REFERENCE 302547	ORIGINAL SHEET SIZE A3
	VERSION C	DRAWING 30254711-AC	SHEET 16

PLAN OF SUBDIVISION

PS 746092G

LITTLE LONSDALE STREET

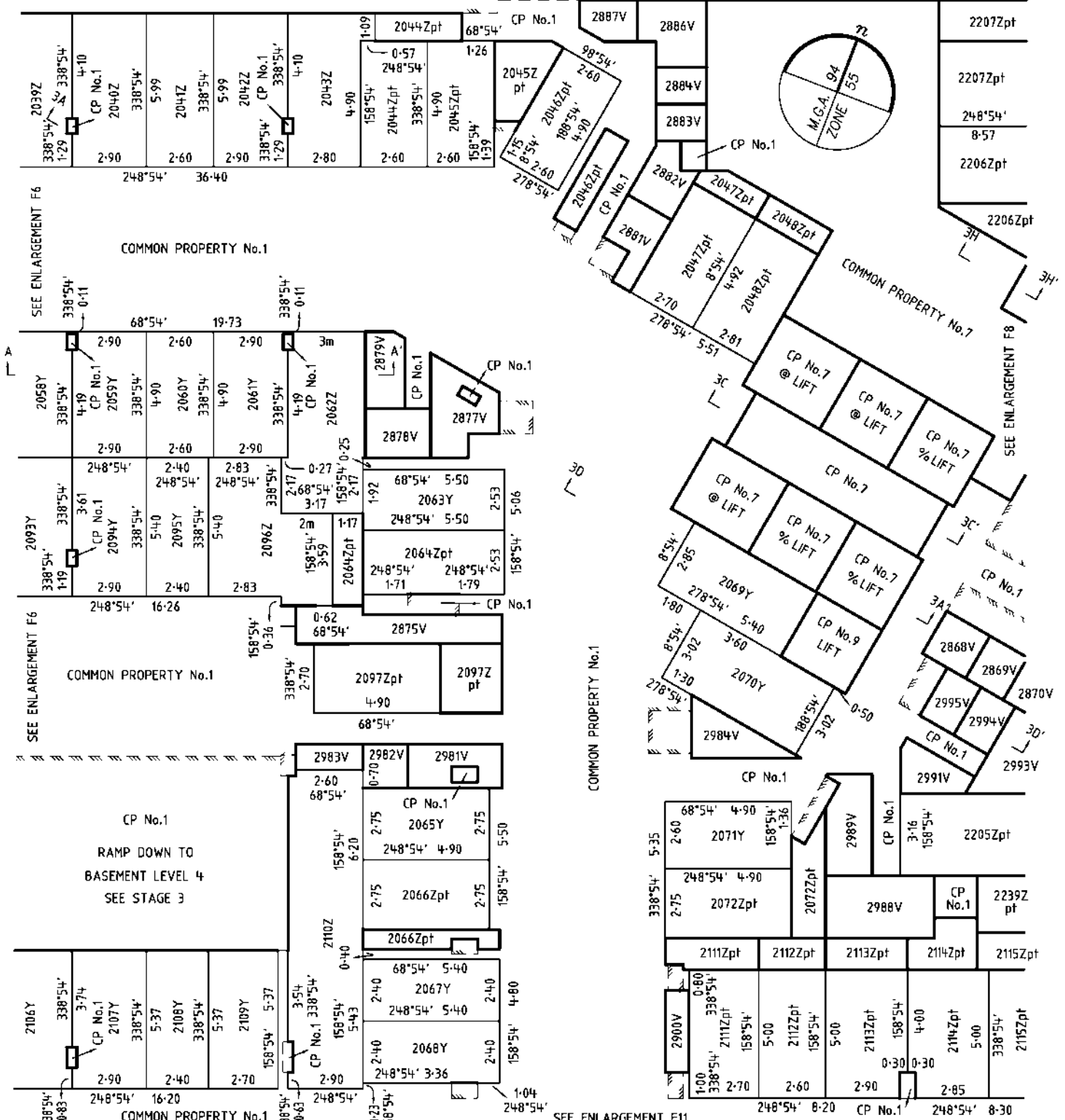
BASEMENT LEVEL 3 (PART) ENLARGEMENT F7

69'01"

COMMON PROPERTY No.1

COMMON PROPERTY No.1

COMMON PROPERTY No.1



LICENSED SURVEYOR **LACHLAN JAMES McCLEARY**
 DATE 15/06/23 REFERENCE 302547
 VERSION C DRAWING 30254711-AC

SCALE 1:150
 ORIGINAL SHEET SIZE A3
 SHEET 17

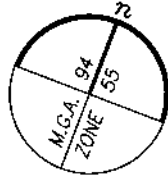
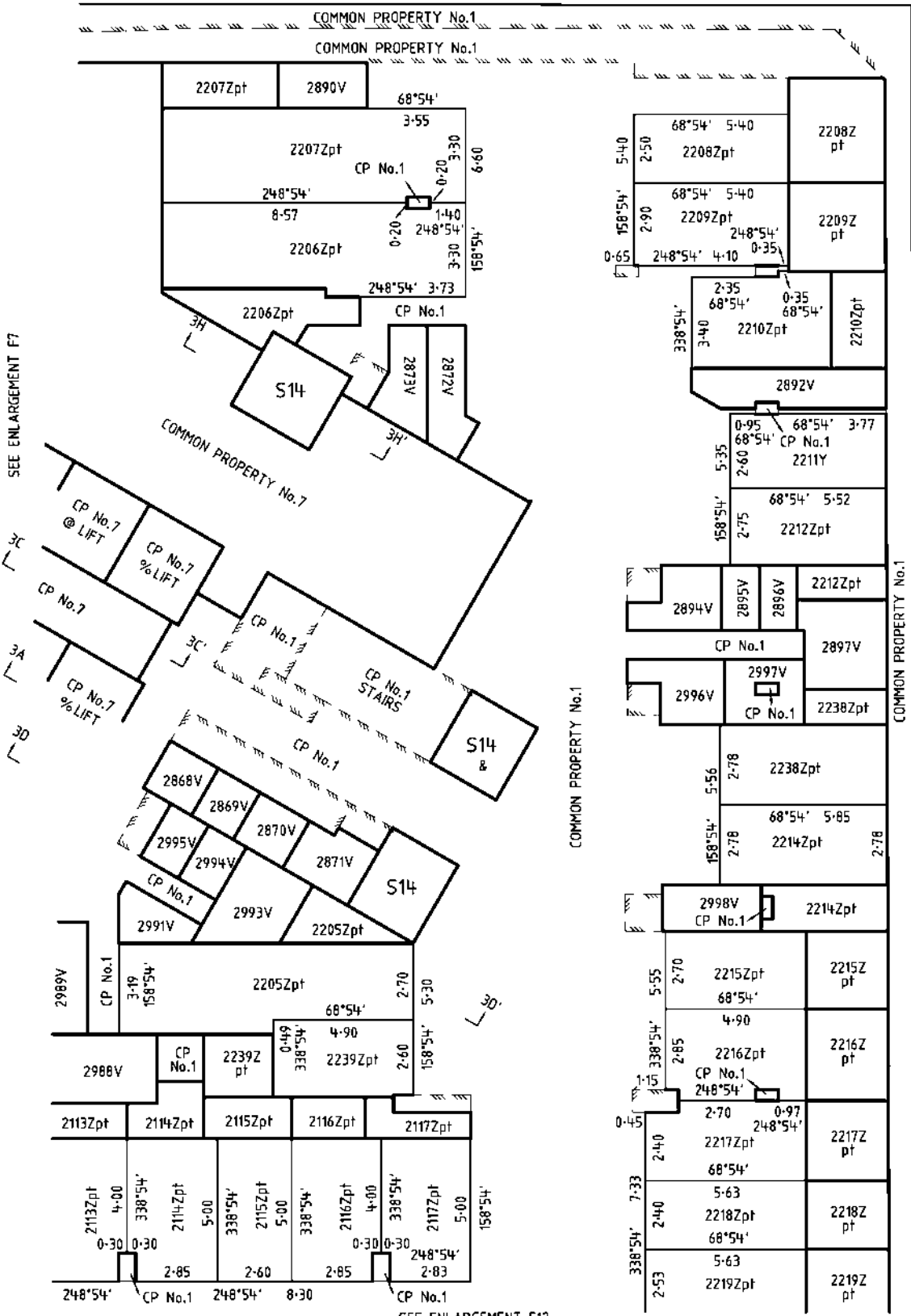


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LITTLE LONSDALE STREET



MERRIMAN LANE

SEE ENLARGEMENT F7

COMMON PROPERTY No.1

COMMON PROPERTY No.1

SEE ENLARGEMENT F12

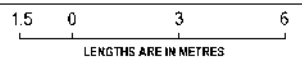
BASEMENT LEVEL 3 (PART)
ENLARGEMENT F8

LICENSED SURVEYOR **LACHLAN JAMES McCLEARY**

DATE 15/06/23 REFERENCE 302547

VERSION C DRAWING 30254711-AC

SCALE
1:150



ORIGINAL SHEET SIZE A3

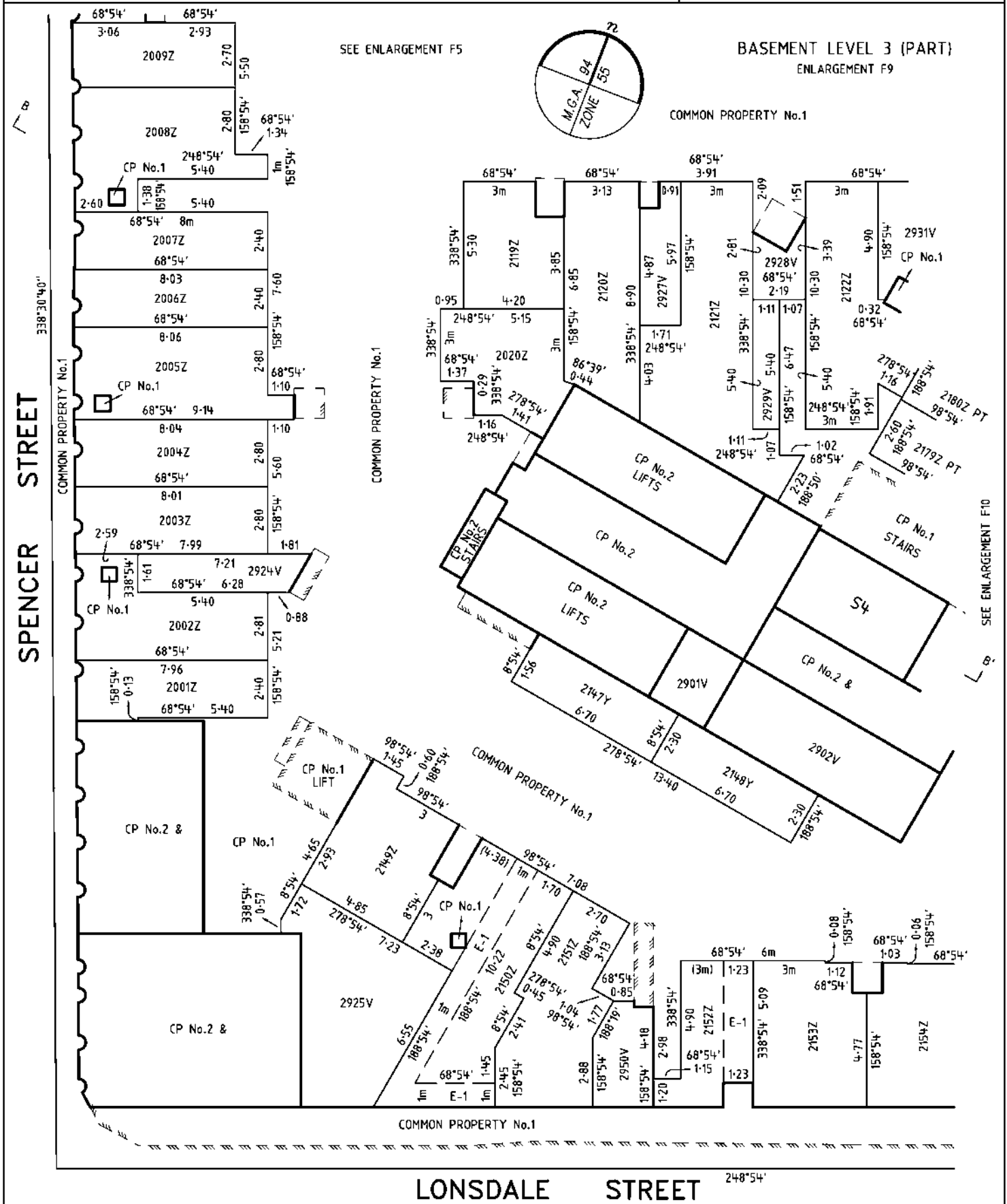
SHEET 18



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LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:150	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 19

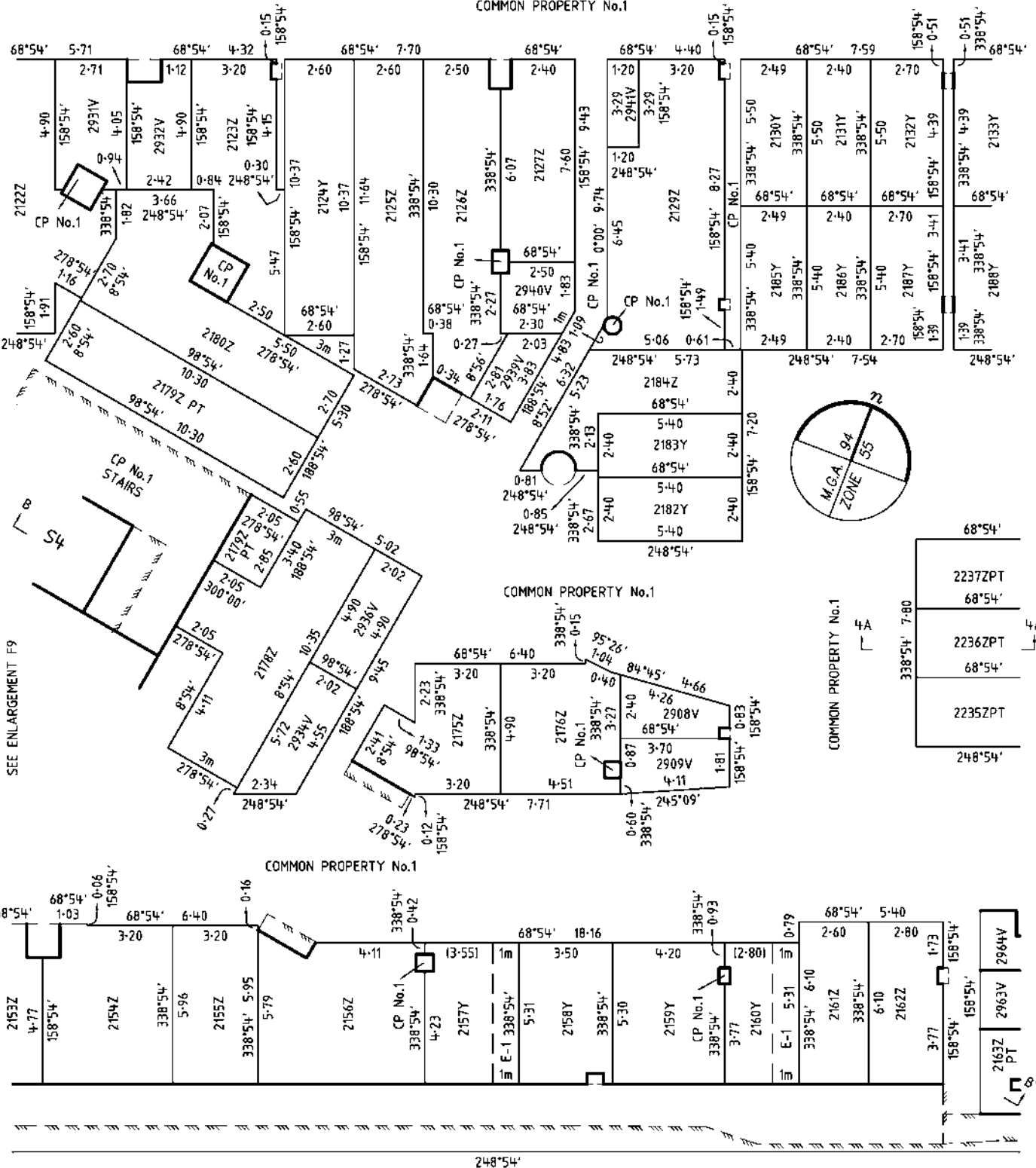
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 W | ...

PLAN OF SUBDIVISION

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SEE ENLARGEMENT F6

COMMON PROPERTY No.1



LONSDALE STREET

BASEMENT LEVEL 3 (PART)

ENLARGEMENT F10

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LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:150
DATE	15/06/23	REFERENCE	302547
VERSION	C	DRAWING	30254711-AC

1.5 0 3 6
 LENGTHS ARE IN METRES

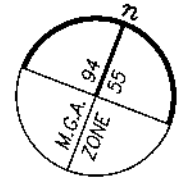
ORIGINAL SHEET SIZE A3
 SHEET 20

SEE ENLARGEMENT F11

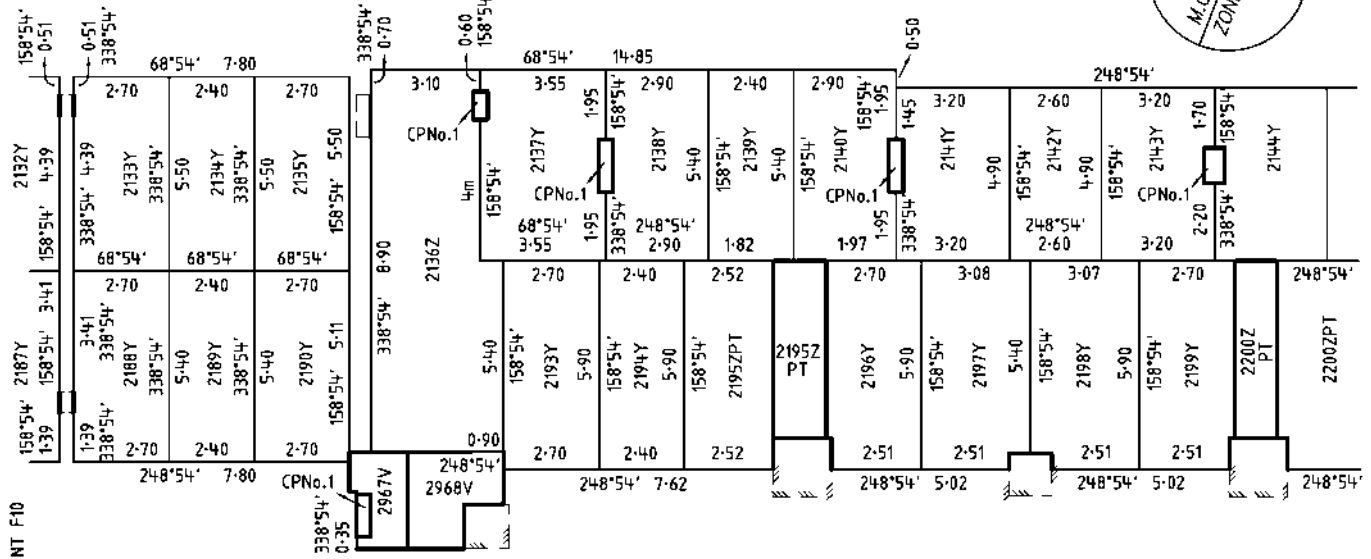
PLAN OF SUBDIVISION

PS 746092G

SEE ENLARGEMENT F7



COMMON PROPERTY No.1



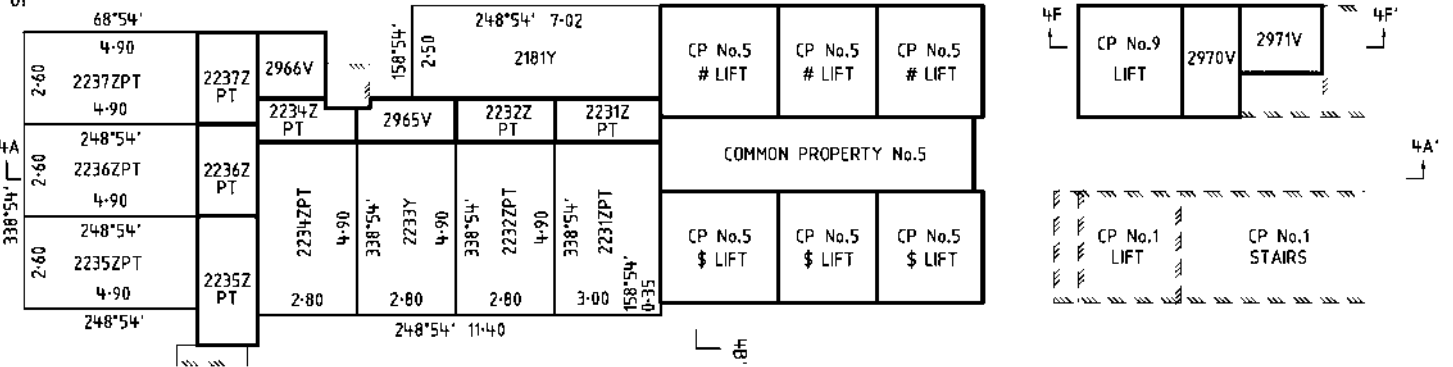
SEE ENLARGEMENT F10

SEE ENLARGEMENT F12

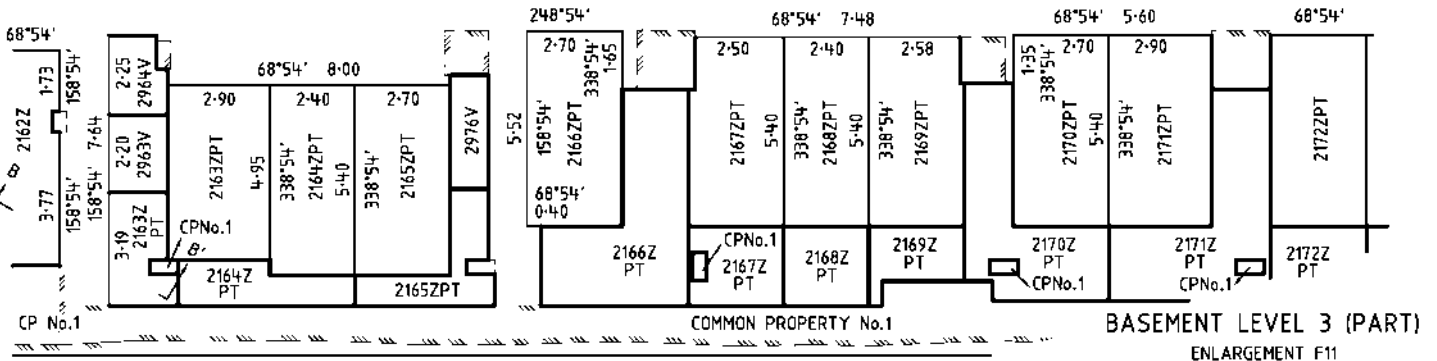
COMMON PROPERTY No.1

COMMON PROPERTY No.1

8m



COMMON PROPERTY No.1



LONSDALE STREET

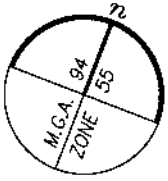
ENLARGEMENT F11

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:150	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 21



PLAN OF SUBDIVISION

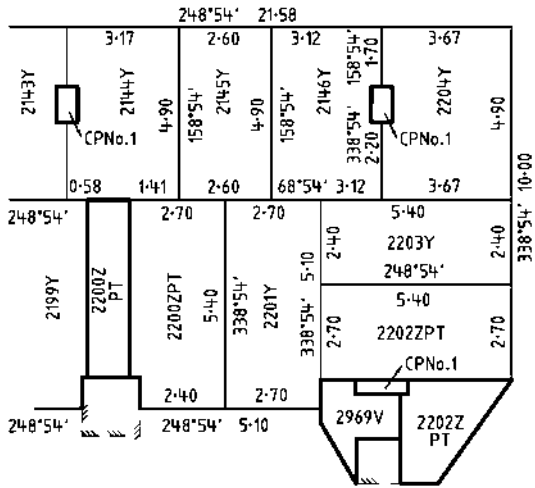
PS 746092G



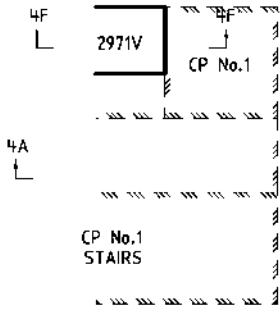
SEE ENLARGEMENT F8

COMMON PROPERTY No.1

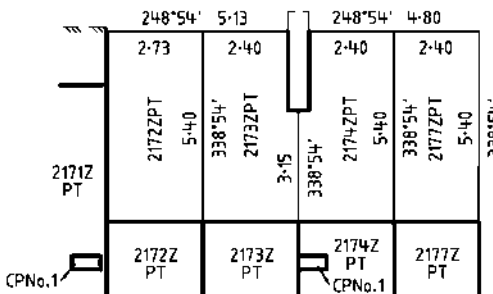
SEE ENLARGEMENT F11



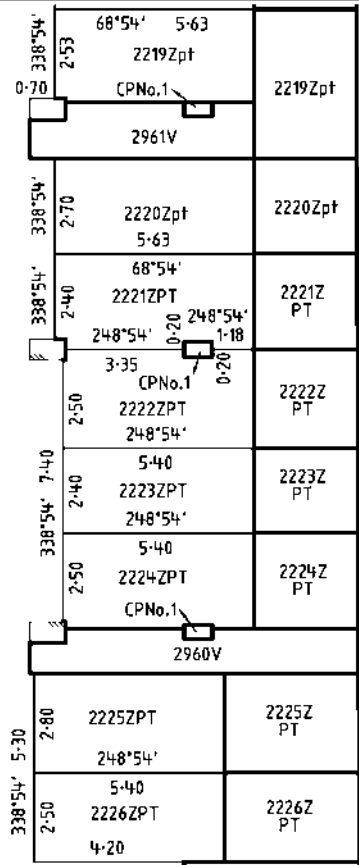
COMMON PROPERTY No.1



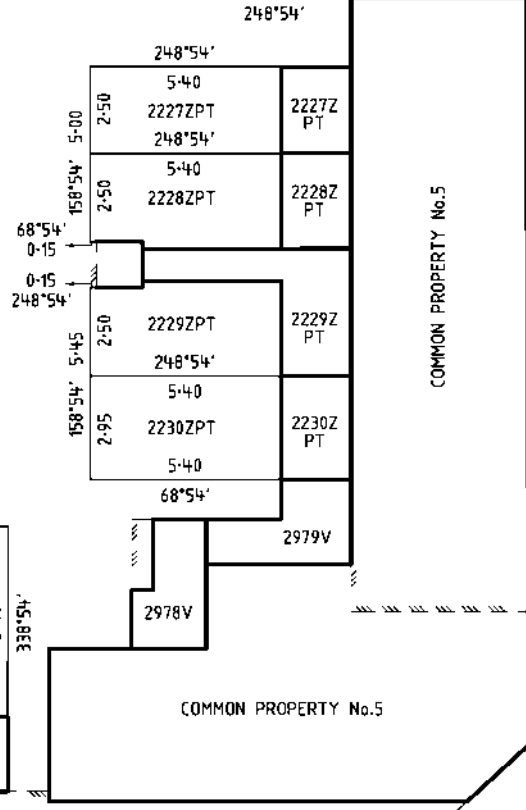
COMMON PROPERTY No.1



COMMON PROPERTY No.1



COMMON PROPERTY No.1



COMMON PROPERTY No.5

COMMON PROPERTY No.5

MERRIMAN LANE

BASEMENT LEVEL 3 (PART)
ENLARGEMENT F12

LONSDALE STREET

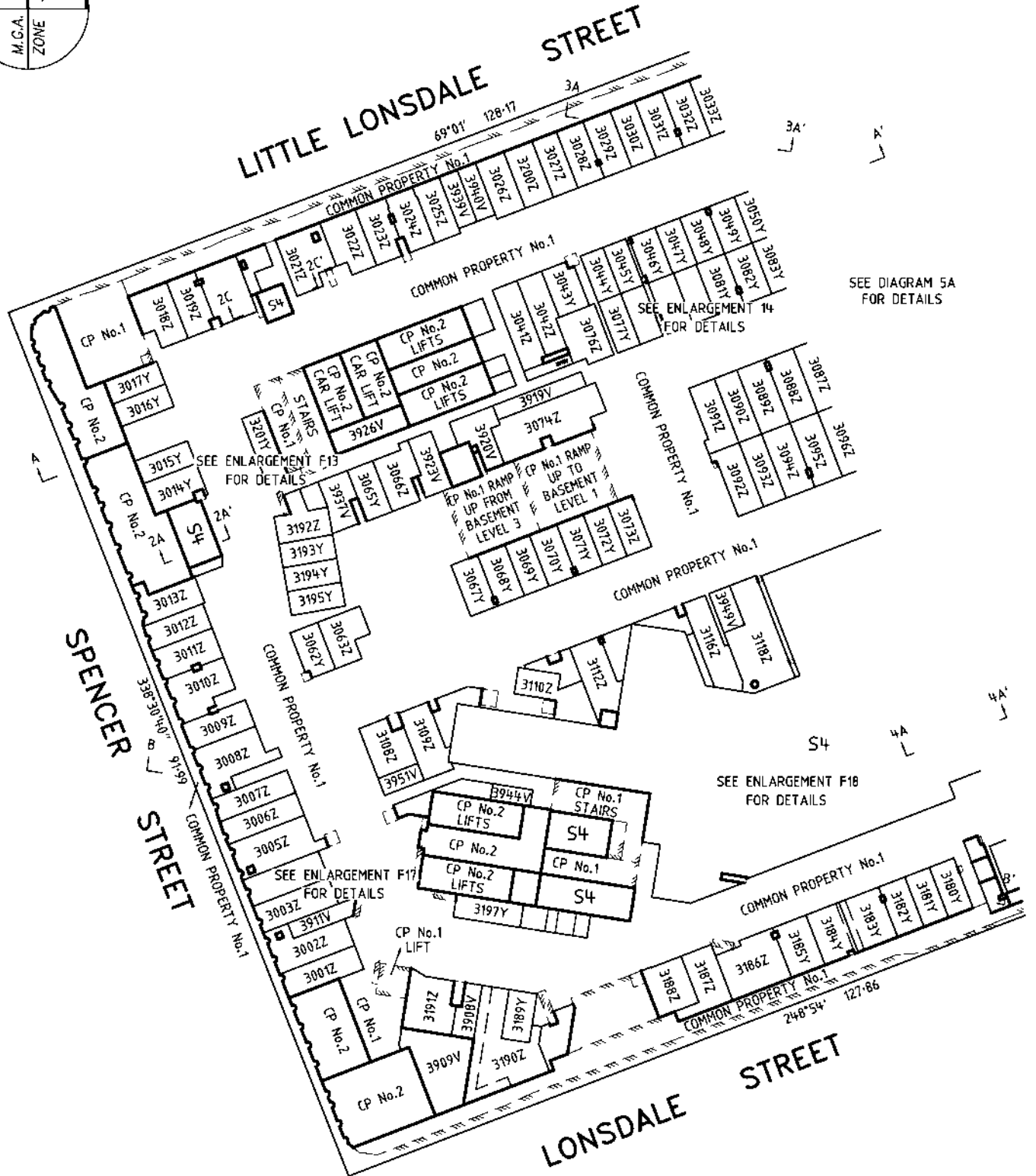
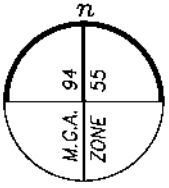
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:150	1.5 0 3 6 LENGTHS ARE IN METRES
DATE	15/06/23	REFERENCE	302547	ORIGINAL SHEET SIZE A3
VERSION	C	DRAWING	30254711-AC	SHEET 22



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SEE DIAGRAM 5A FOR DETAILS

SEE ENLARGEMENT F13 FOR DETAILS

SEE ENLARGEMENT F14 FOR DETAILS

SEE ENLARGEMENT F18 FOR DETAILS

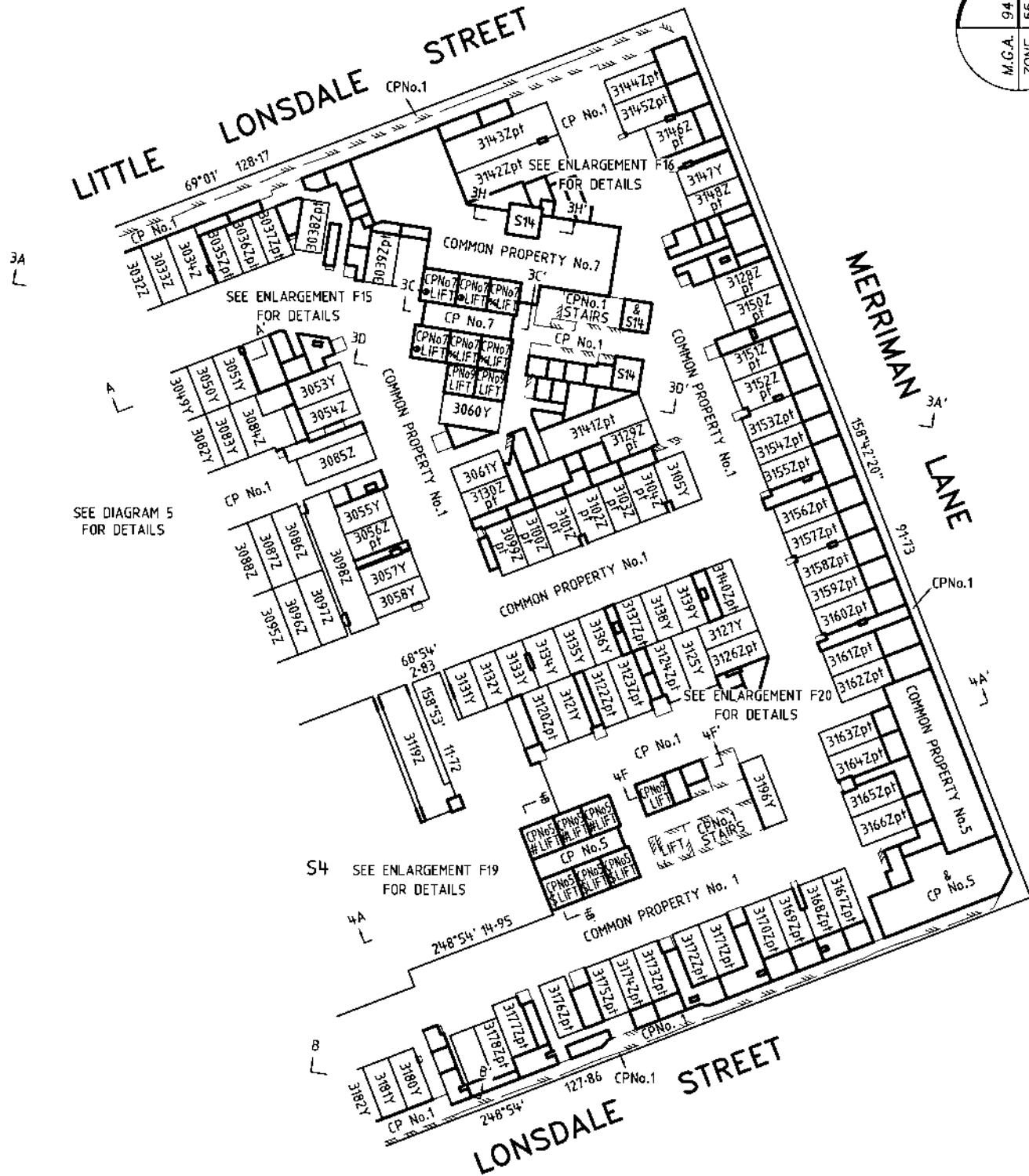
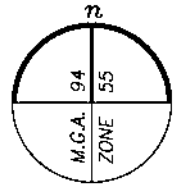
BASEMENT LEVEL 2 (PART)
DIAGRAM 5

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 23



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SEE DIAGRAM 5 FOR DETAILS

BASEMENT LEVEL 2 (PART)
DIAGRAM 5A

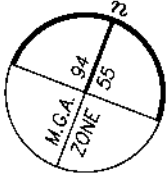
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DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 24



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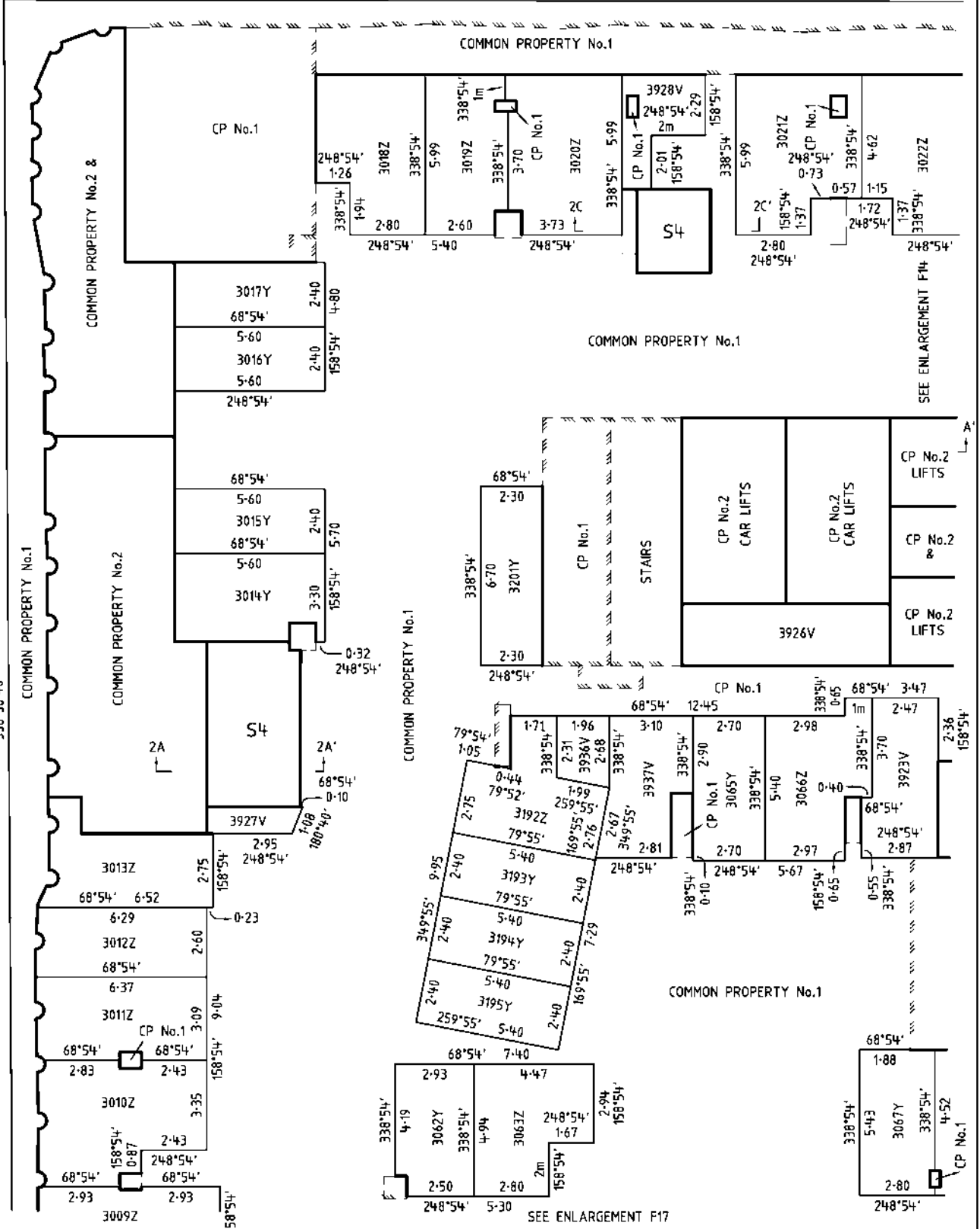
PS 746092G



LITTLE LONSDALE STREET

BASEMENT LEVEL 2 (PART)
ENLARGEMENT F13

69'01"



SPENCER STREET

338'30'40"

COMMON PROPERTY No.1

COMMON PROPERTY No.2

COMMON PROPERTY No.1

COMMON PROPERTY No.1

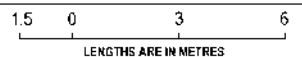
COMMON PROPERTY No.1

SEE ENLARGEMENT F17

SEE ENLARGEMENT F14

LICENSED SURVEYOR LACHLAN JAMES McCLEARY

SCALE
1:150



DATE 15/06/23

REFERENCE 302547

ORIGINAL SHEET SIZE A3

VERSION C

DRAWING 30254711-AC

SHEET 25



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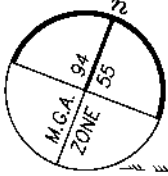
PLAN OF SUBDIVISION

PS 746092G

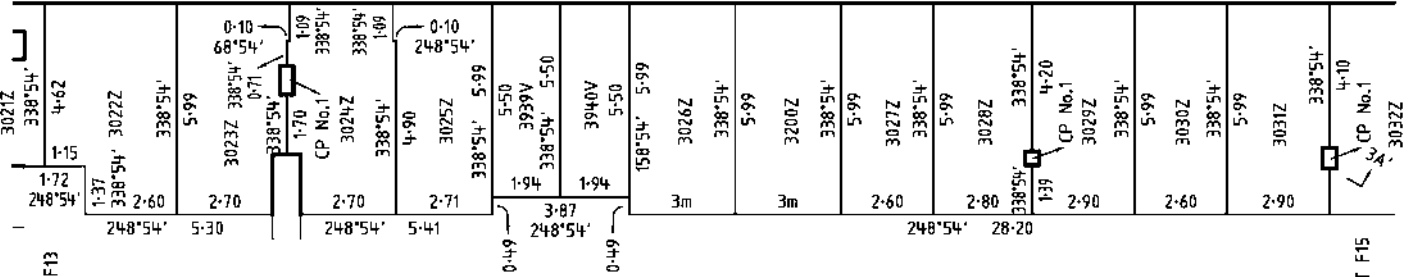
LITTLE LONSDALE STREET

BASEMENT LEVEL 2 (PART)
ENLARGEMENT F14

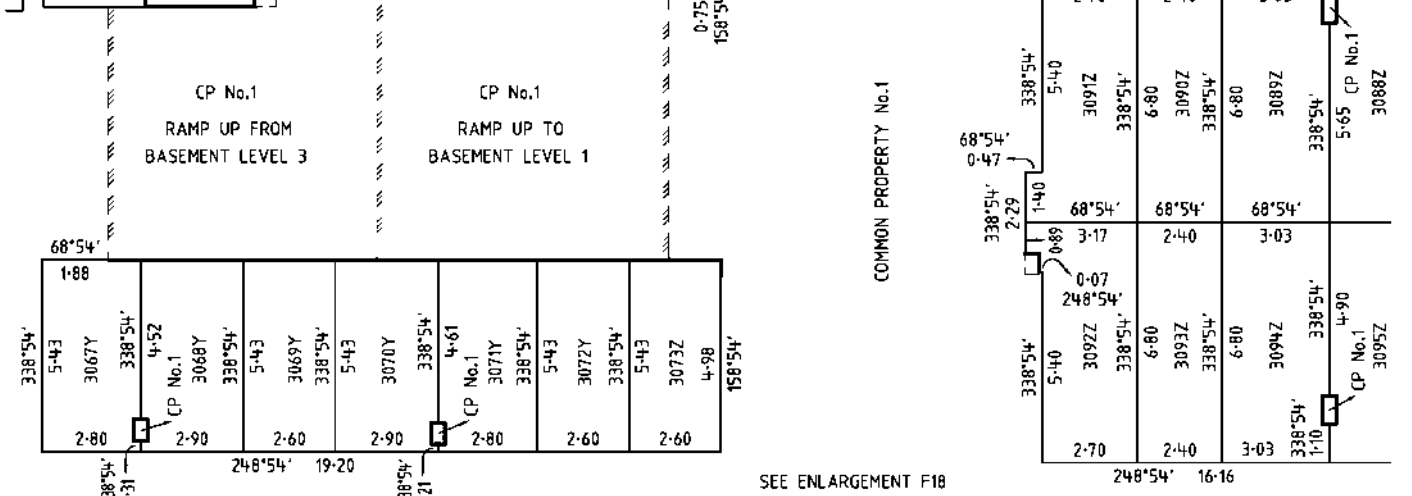
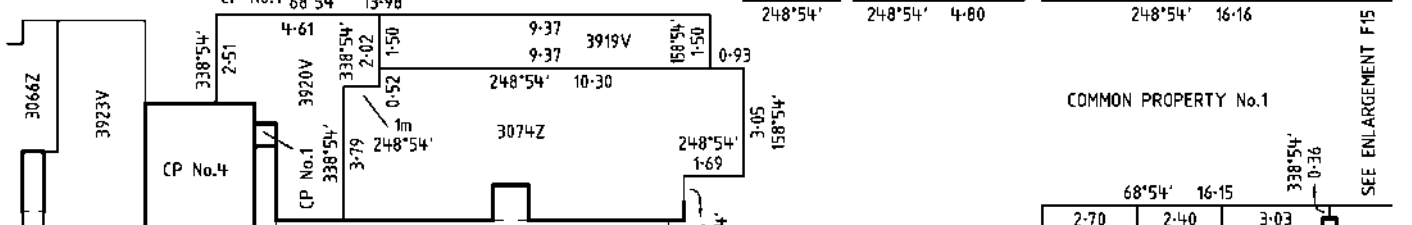
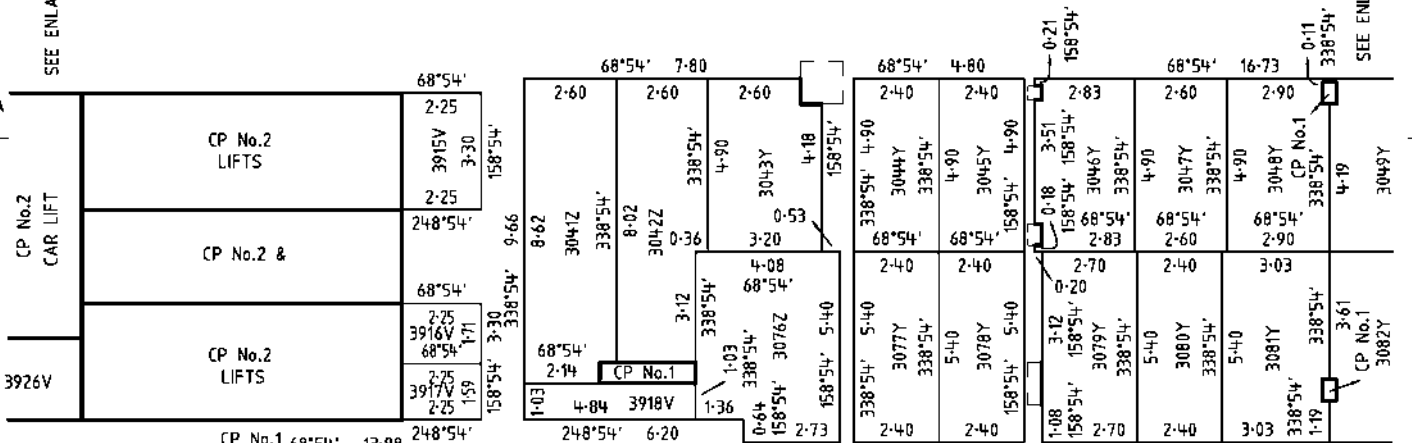
69°01'



COMMON PROPERTY No.1



COMMON PROPERTY No.1



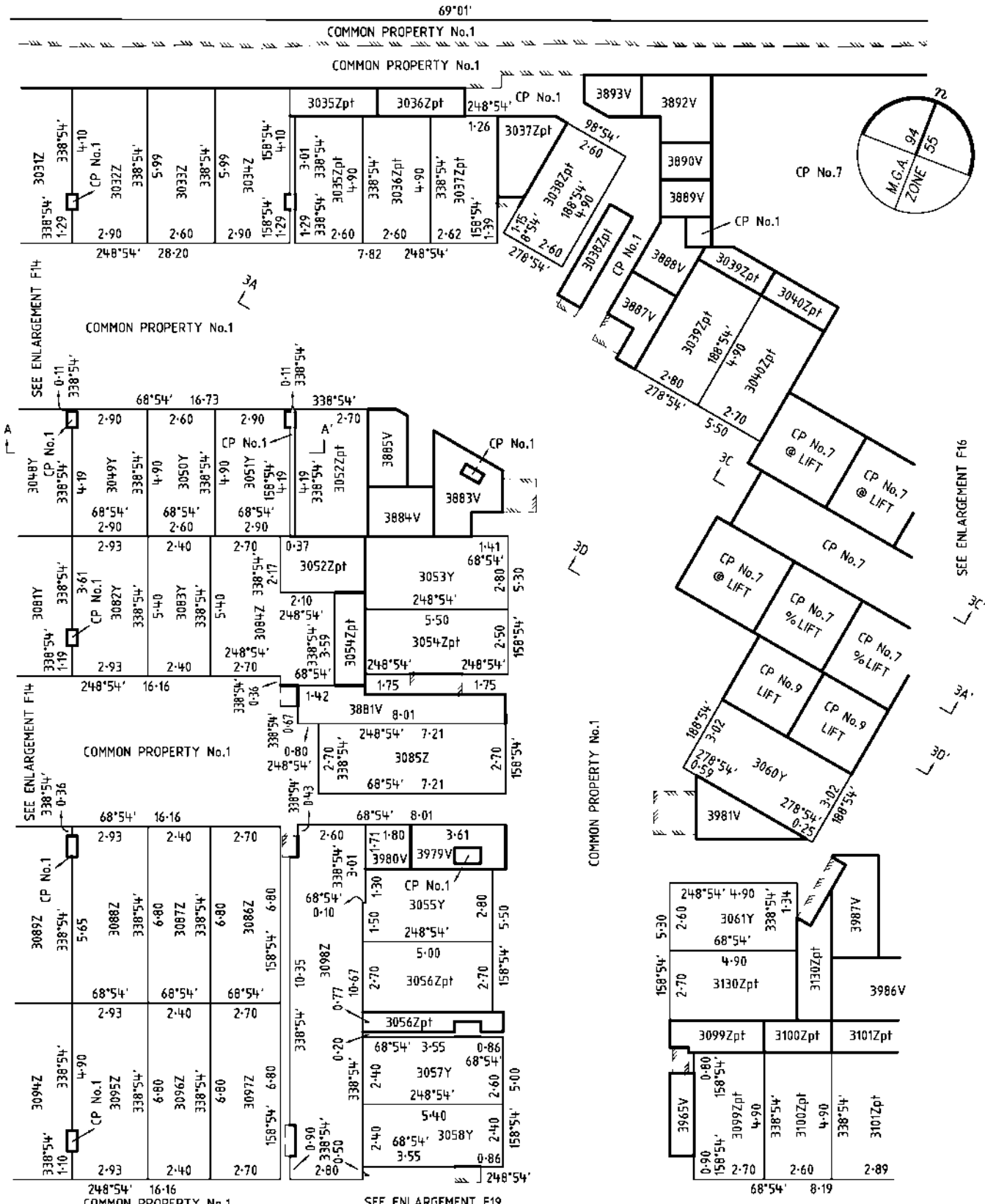
<p>VERIS AUSTRALIA PTY LTD A Cycle 3, 1 Southbank Blvd Southbank VIC 3005 T +61 3 7019 0400 E nic.bourne@veris.com.au W www.veris.com.au</p>	LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:150	<p>LENGTHS ARE IN METRES</p>	
	DATE	15/06/23	REFERENCE	302547		ORIGINAL SHEET SIZE A3
	VERSION	C	DRAWING	30254711-AC	SHEET 26	
	SEE ENLARGEMENT F18					

PLAN OF SUBDIVISION

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LITTLE LONSDALE STREET

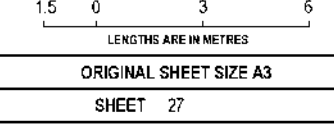
BASEMENT LEVEL 2 (PART)
ENLARGEMENT F15



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LICENSED SURVEYOR LACHLAN JAMES McCLEARY
 DATE 15/06/23
 VERSION C

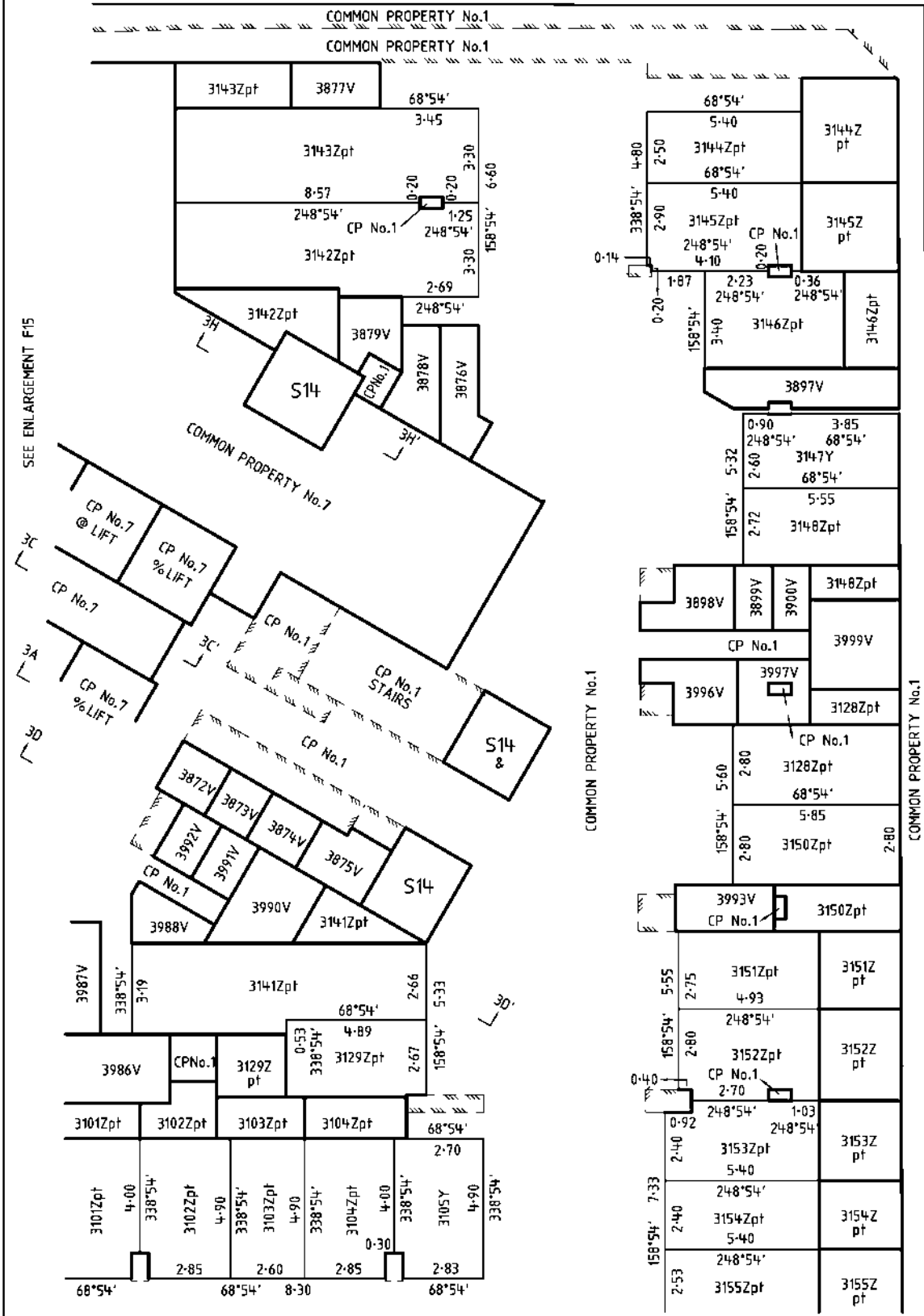
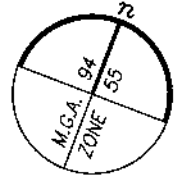
SCALE 1:150
 REFERENCE 302547
 DRAWING 30254711-AC



PLAN OF SUBDIVISION

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LITTLE LONSDALE STREET



BASEMENT LEVEL 2 (PART)
ENLARGEMENT F16

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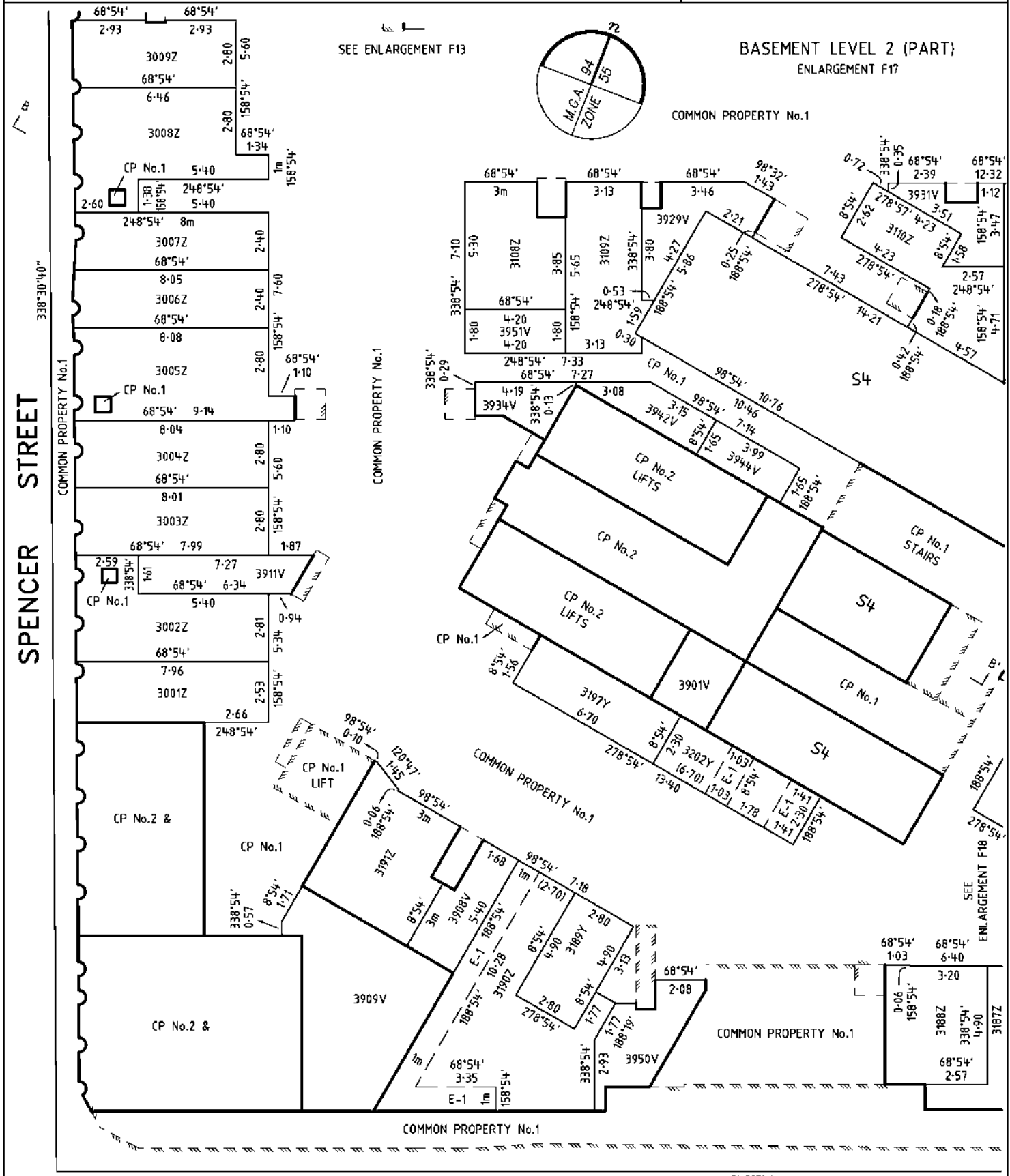
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:150
DATE	15/06/23	REFERENCE	302547
VERSION	C	DRAWING	30254711-AC

1.5 0 3 6
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3
SHEET 28

PLAN OF SUBDIVISION

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LONSDALE STREET

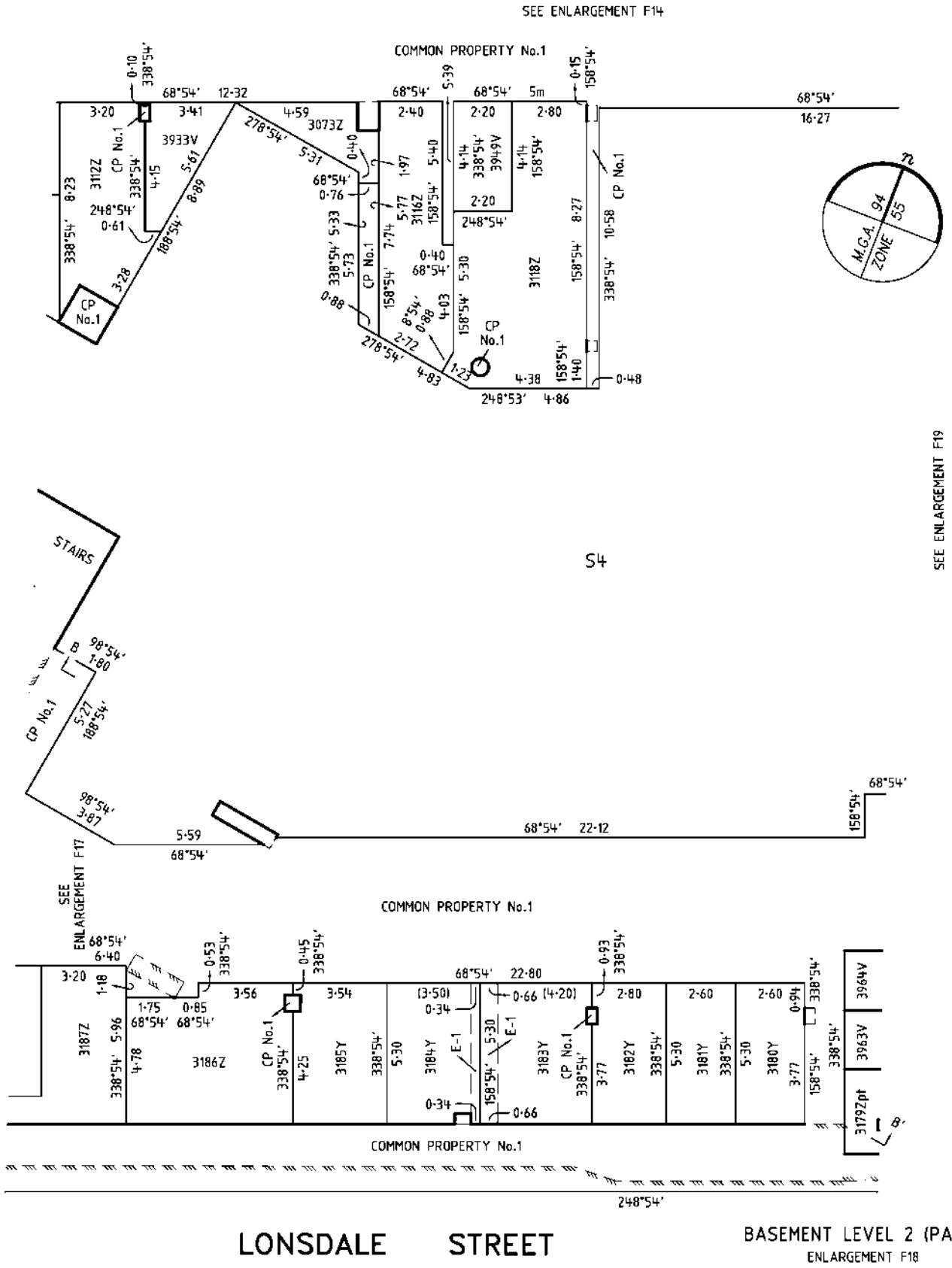
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:150	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 29



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SEE ENLARGEMENT F19

LONSDALE STREET

BASEMENT LEVEL 2 (PART)
ENLARGEMENT F18

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:150	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 30

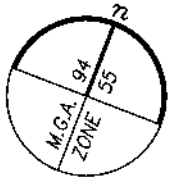


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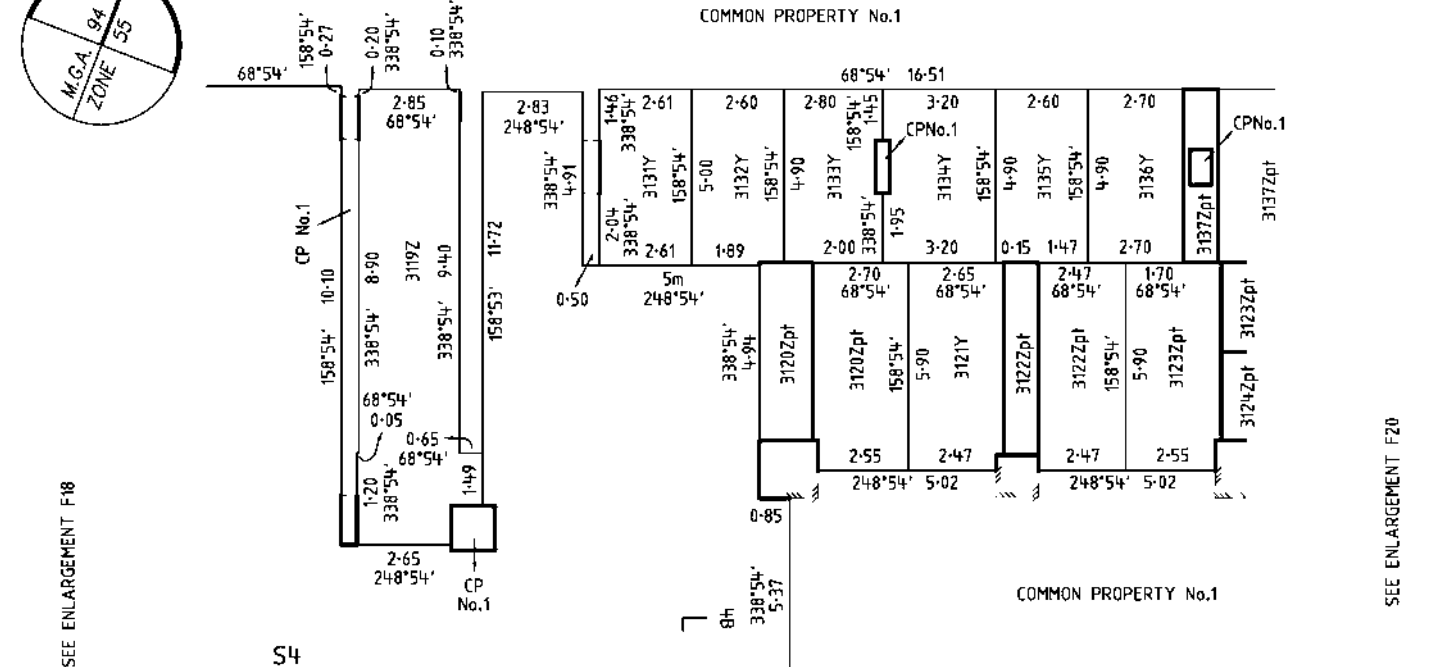
PLAN OF SUBDIVISION

PS 746092G

SEE ENLARGEMENT F15



COMMON PROPERTY No.1

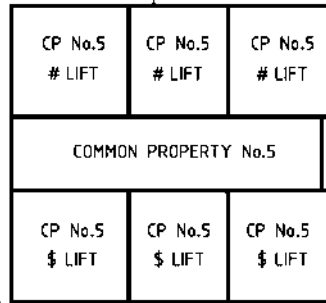


SEE ENLARGEMENT F18

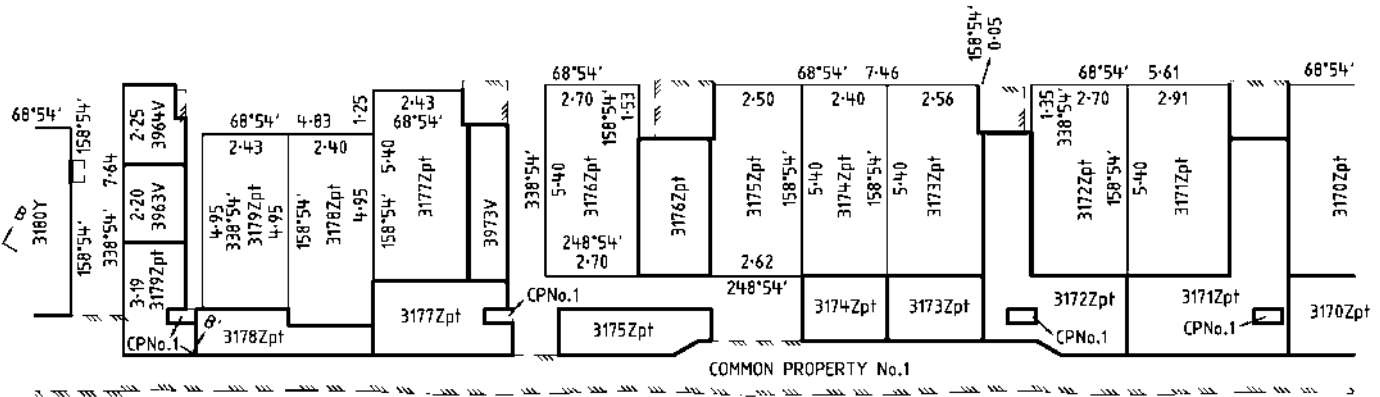
S4

COMMON PROPERTY No.1

SEE ENLARGEMENT F20



COMMON PROPERTY No.1



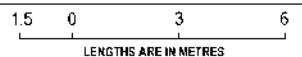
COMMON PROPERTY No.1

LONSDALE STREET

BASEMENT LEVEL 2 (PART)
ENLARGEMENT F19

LICENSED SURVEYOR LACHLAN JAMES McCLEARY

SCALE
1:150



DATE 15/06/23

REFERENCE 302547

ORIGINAL SHEET SIZE A3

VERSION C

DRAWING 30254711-AC

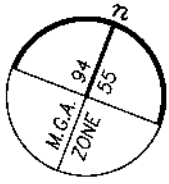
SHEET 31



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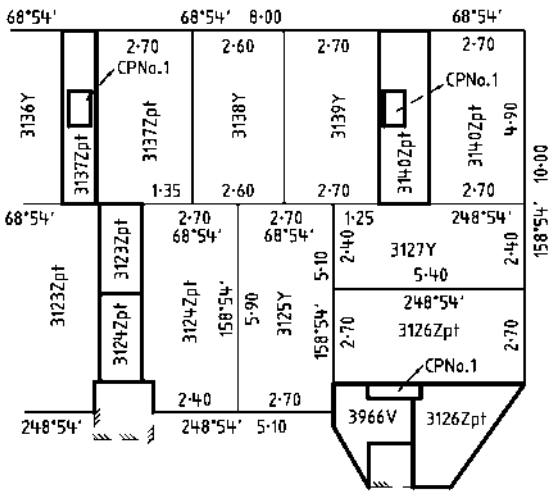
PS 746092G



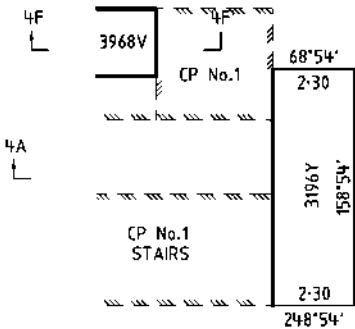
SEE ENLARGEMENT F16

COMMON PROPERTY No.1

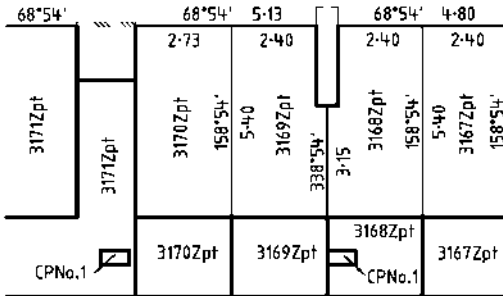
SEE ENLARGEMENT F19



COMMON PROPERTY No.1



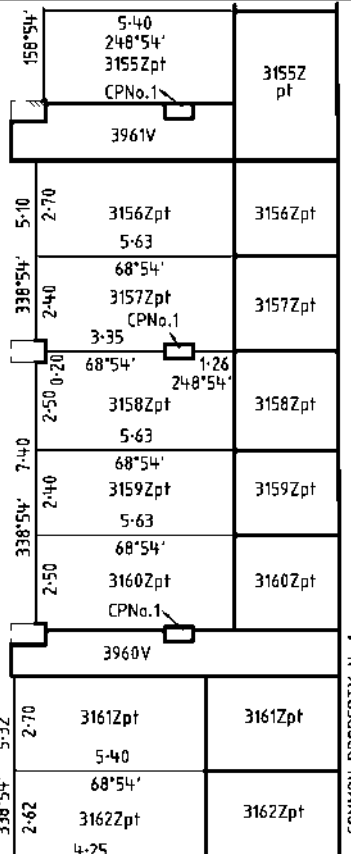
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COMMON PROPERTY No.1

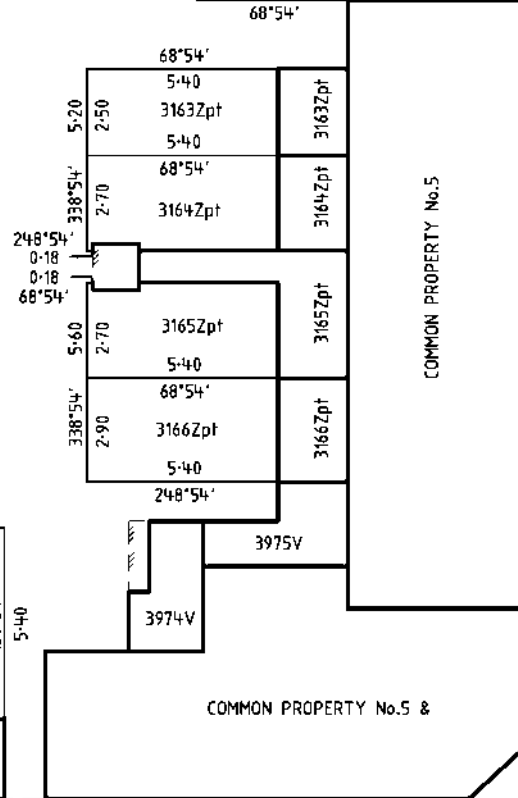
BASEMENT LEVEL 2 (PART)
ENLARGEMENT F20

LONSDALE STREET



COMMON PROPERTY No.1

MERRIMAN LANE



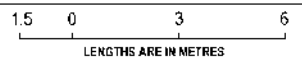
COMMON PROPERTY No.5 &



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LICENSED SURVEYOR LACHLAN JAMES McCLEARY
 DATE 15/06/23 REFERENCE 302547
 VERSION C DRAWING 30254711-AC

SCALE
1:150

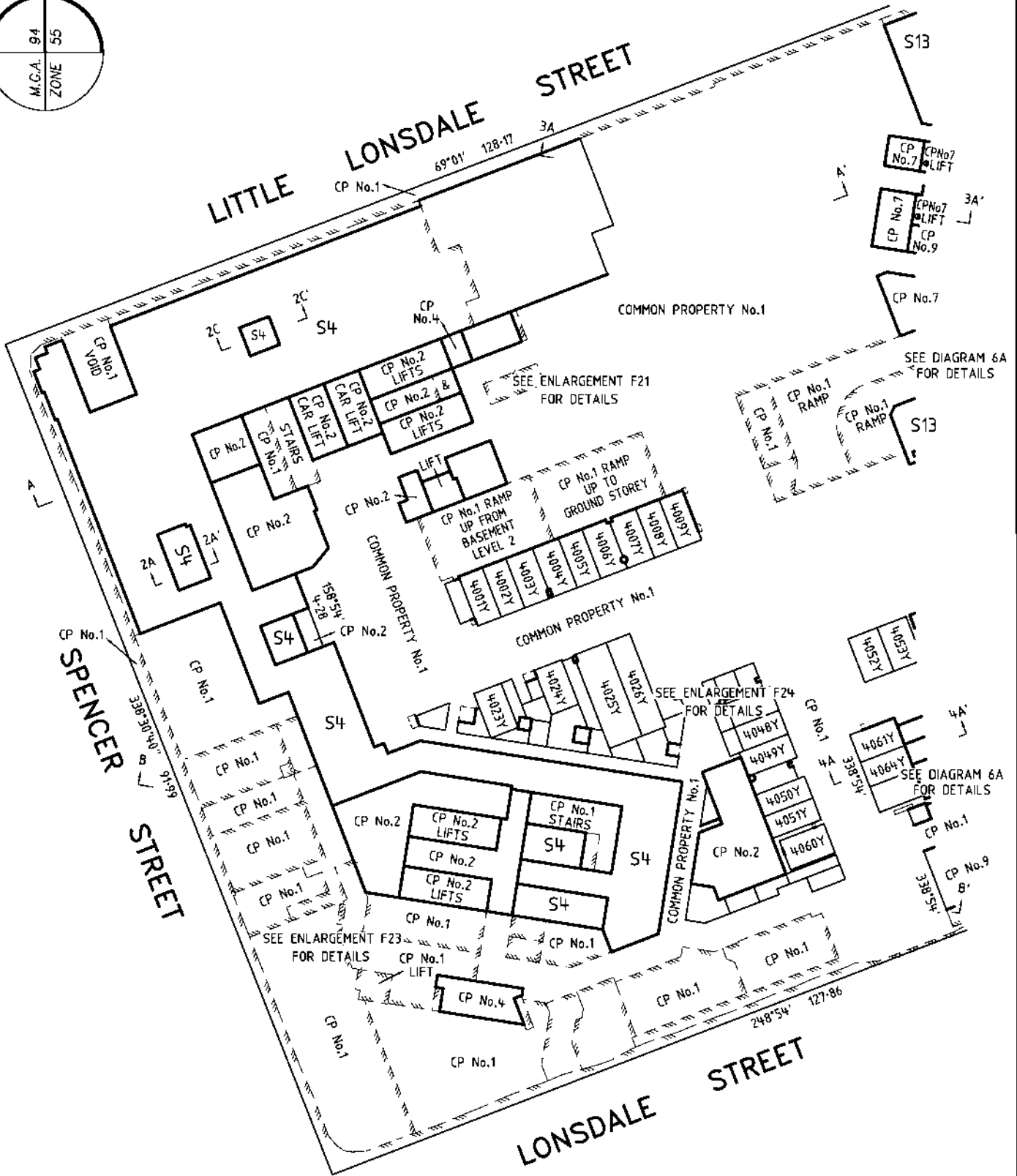
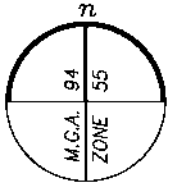


ORIGINAL SHEET SIZE A3

SHEET 32

PLAN OF SUBDIVISION

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BASEMENT LEVEL 1 (PART)
DIAGRAM 6

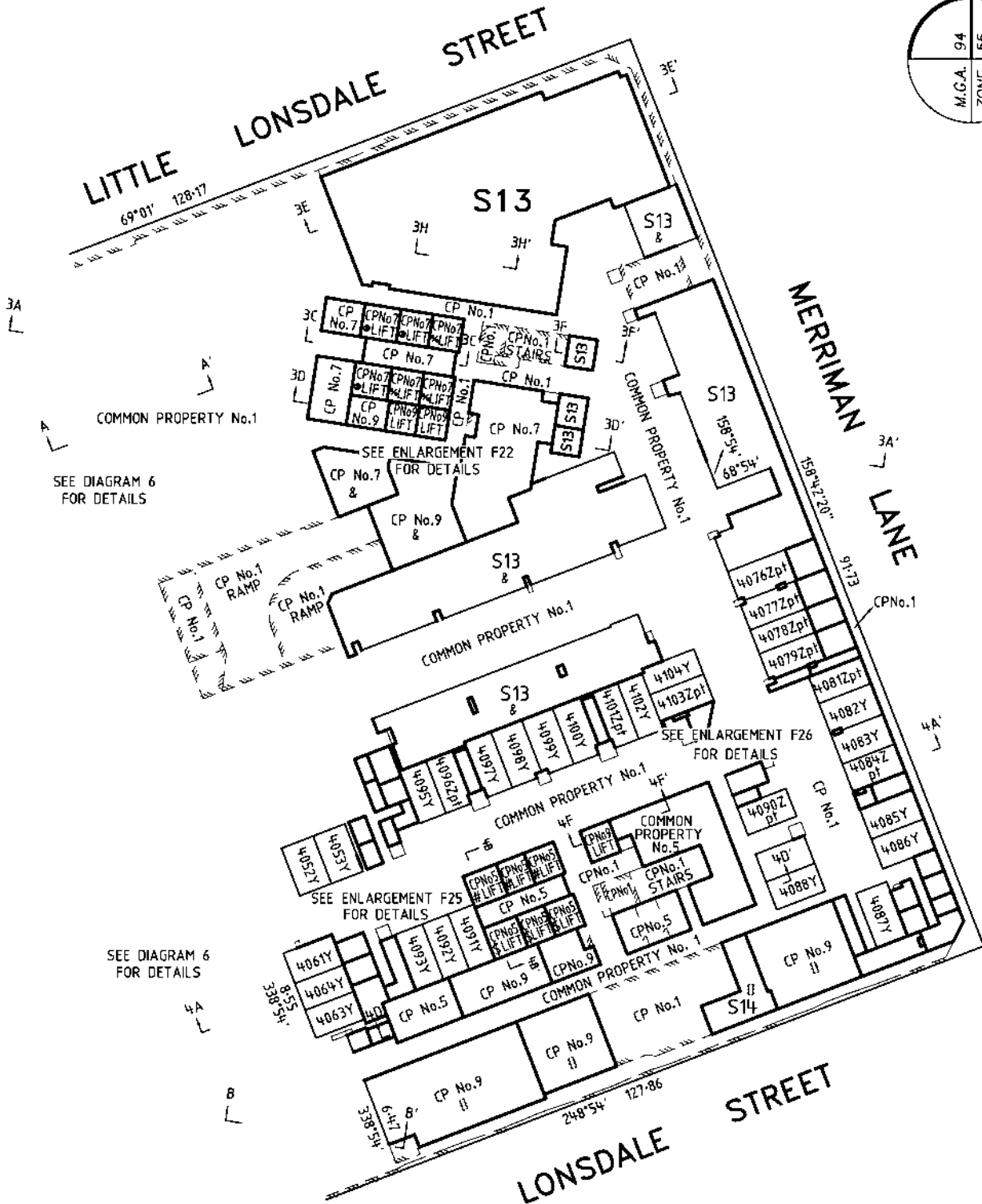
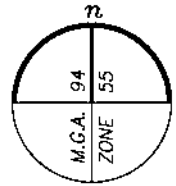
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 33



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COMMON PROPERTY No.1
SEE DIAGRAM 6 FOR DETAILS

SEE DIAGRAM 6 FOR DETAILS

SEE ENLARGEMENT F26 FOR DETAILS

SEE ENLARGEMENT F25 FOR DETAILS

BASEMENT LEVEL 1 (PART)
DIAGRAM 6A

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 34



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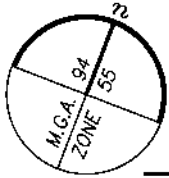
PLAN OF SUBDIVISION

PS 746092G

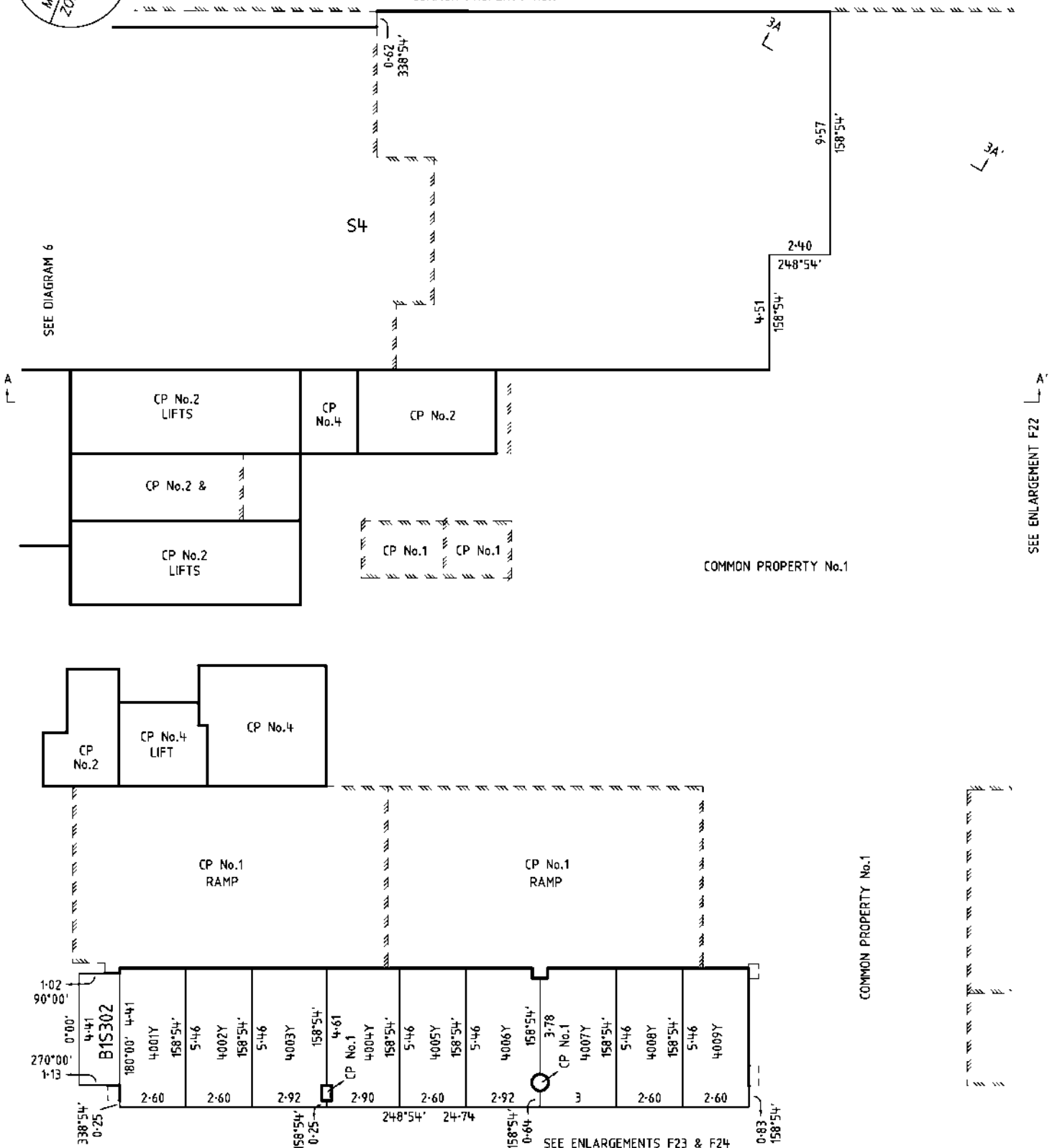
LITTLE LONSDALE STREET

BASEMENT LEVEL 1 (PART)
ENLARGEMENT F21

69°01'

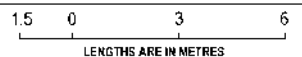


COMMON PROPERTY No.1



LICENSED SURVEYOR **LACHLAN JAMES McCLEARY**

SCALE
1:150



DATE **15/06/23**

REFERENCE **302547**

ORIGINAL SHEET SIZE **A3**

VERSION **C**

DRAWING **30254711-AC**

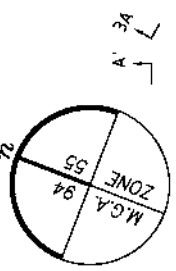
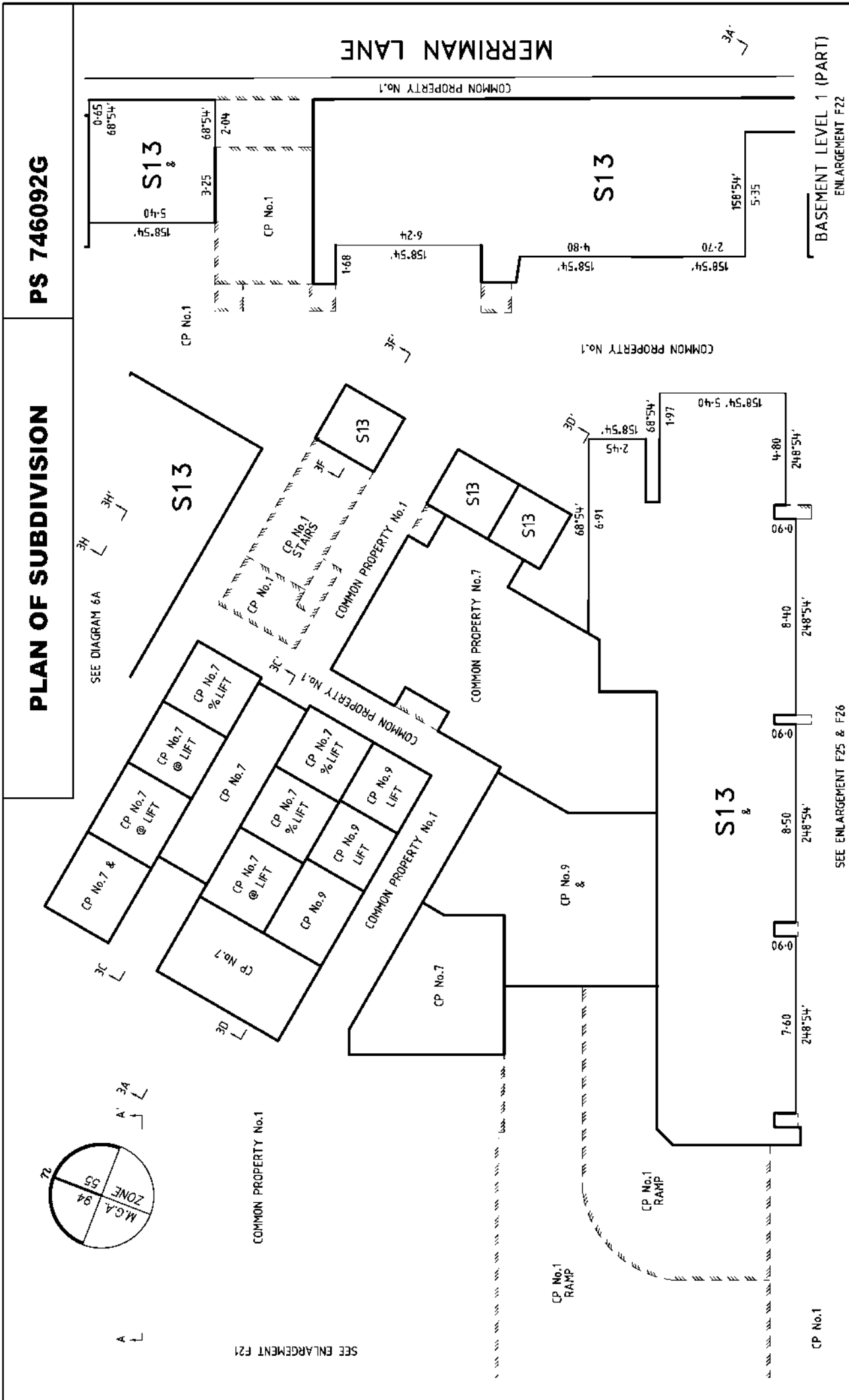
SHEET **35**



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SEE DIAGRAM 6A

SEE ENLARGEMENT F25 & F26

BASEMENT LEVEL 1 (PART)
ENLARGEMENT F22

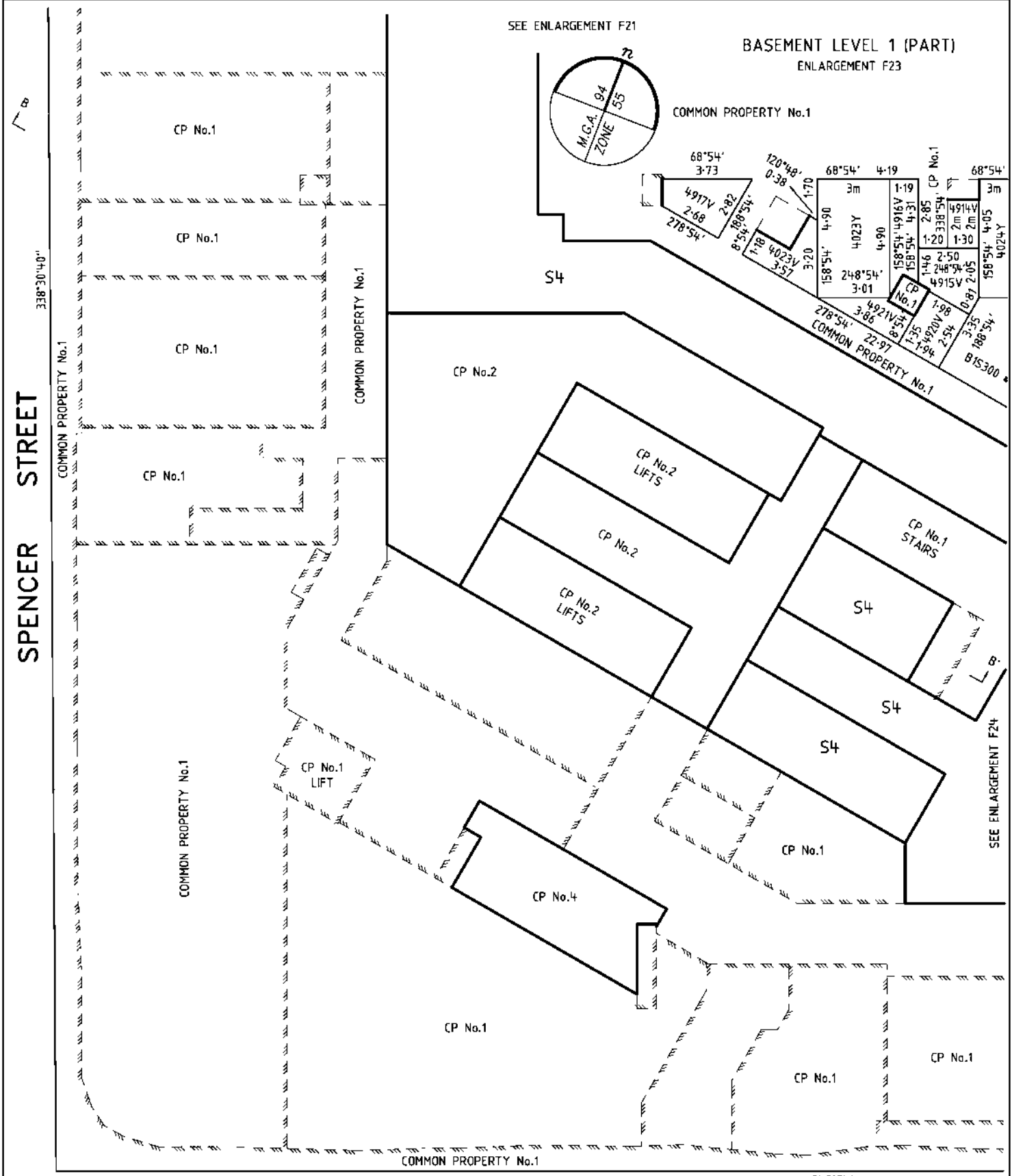
<p>LICENSED SURVEYOR LACHLAN JAMES MCCLEARY</p> <p>DATE 15/06/23 REFERENCE 302547</p> <p>VERSION C DRAWING 30254711-AC</p>	<p>SCALE 1:150</p>	<p>ORIGINAL SHEET SIZE A3</p>
	<p>LENGTHS ARE IN METRES</p> <p>1.5 0 3 6</p>	<p>SHEET 36</p>

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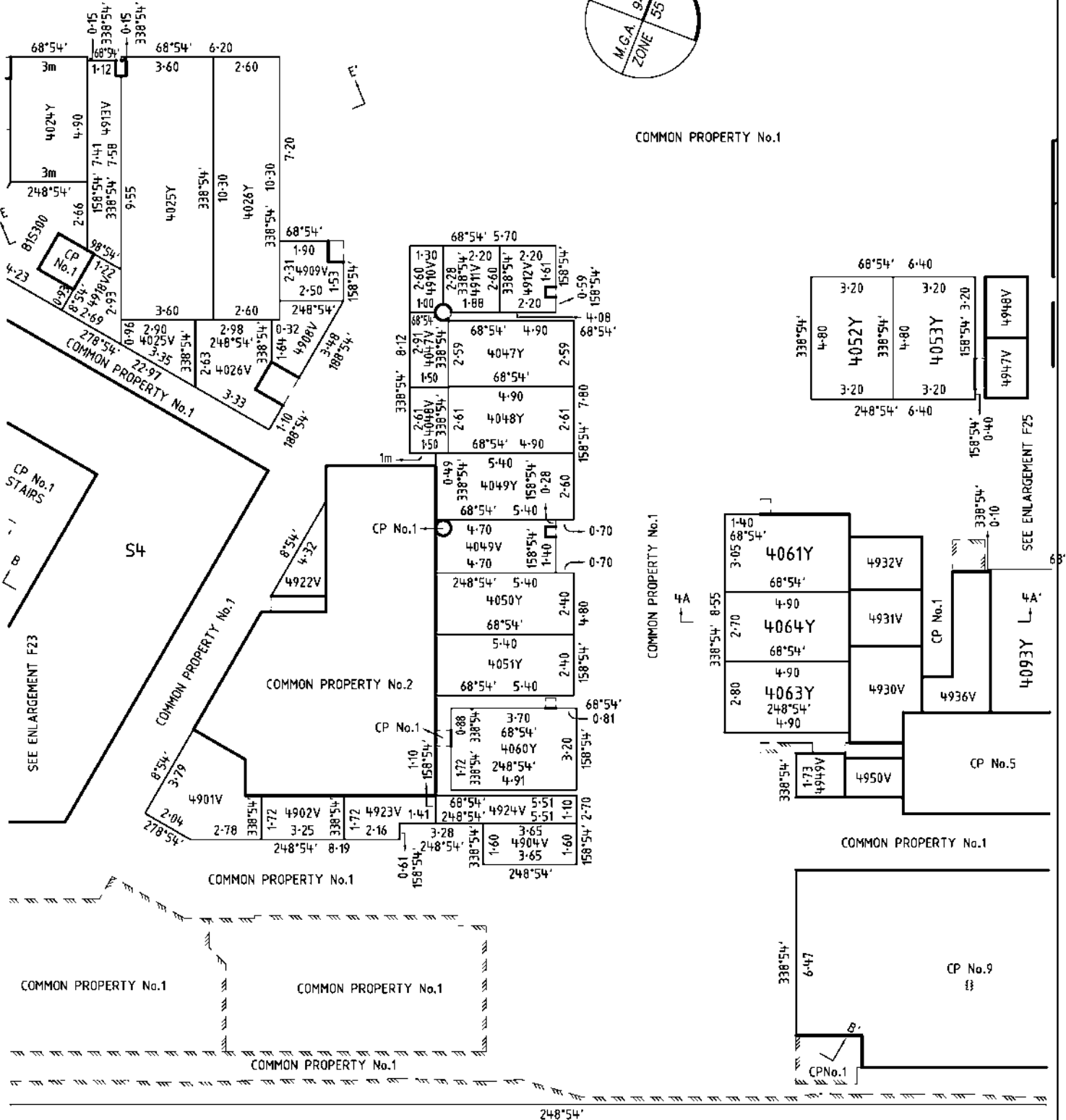
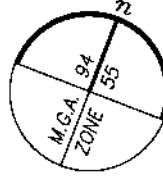
LONSDALE STREET

 <p>VERIS AUSTRALIA PTY LTD A Level 3, 1 Southbank Blvd Southbank VIC 3005 T +61 3 7019 0400 E nic.bourne@veris.com.au W www.veris.com.au</p>	LICENSED SURVEYOR LACHLAN JAMES McCLEARY	SCALE 1:150	1.5 0 3 6 LENGTHS ARE IN METRES	
	DATE 15/06/23	REFERENCE 302547	ORIGINAL SHEET SIZE A3	
	VERSION C	DRAWING 30254711-AC	SHEET 37	

PLAN OF SUBDIVISION

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SEE ENLARGEMENT F21



LONSDALE STREET

BASEMENT LEVEL 1 (PART)
ENLARGEMENT F24

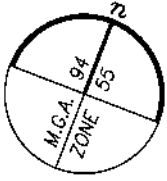
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:150	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 38

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SEE ENLARGEMENT F22

COMMON PROPERTY No.1

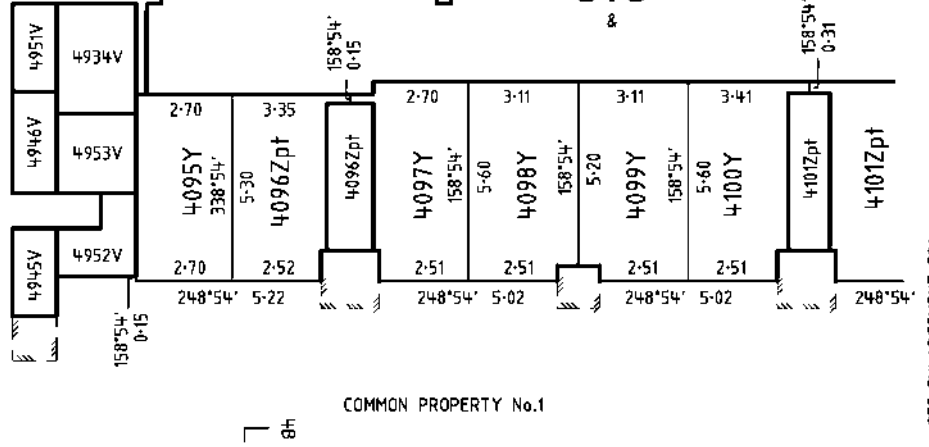
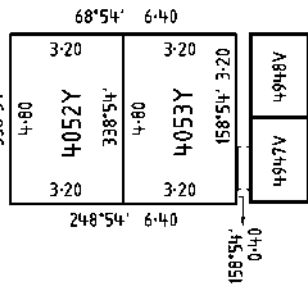
68'54" 24.06

COMMON PROPERTY No.1

S13

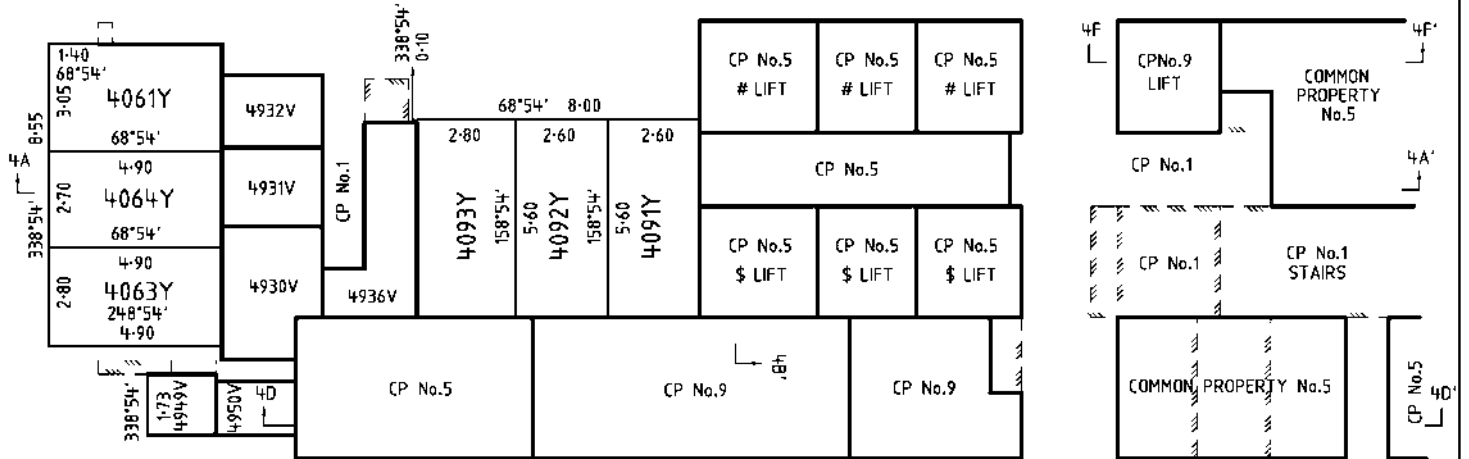
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SEE ENLARGEMENT F24

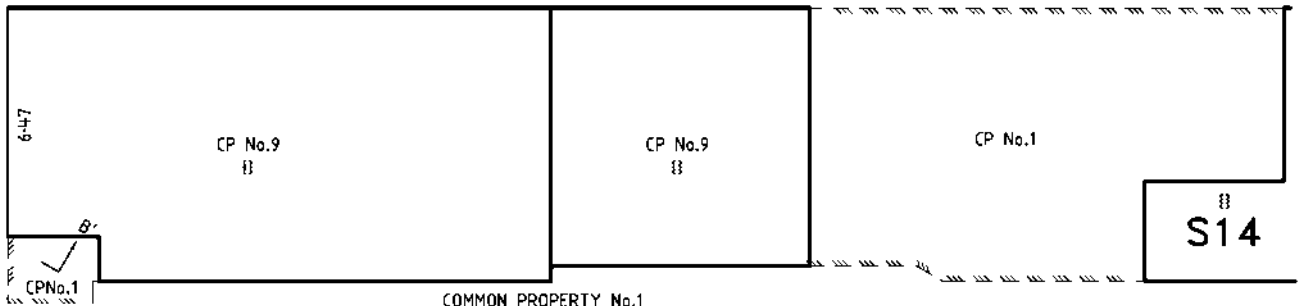


SEE ENLARGEMENT F26

COMMON PROPERTY No.1



COMMON PROPERTY No.1



COMMON PROPERTY No.1

248'54"

LONSDALE STREET

BASEMENT LEVEL 1 (PART)
ENLARGEMENT F25

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:150	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 39



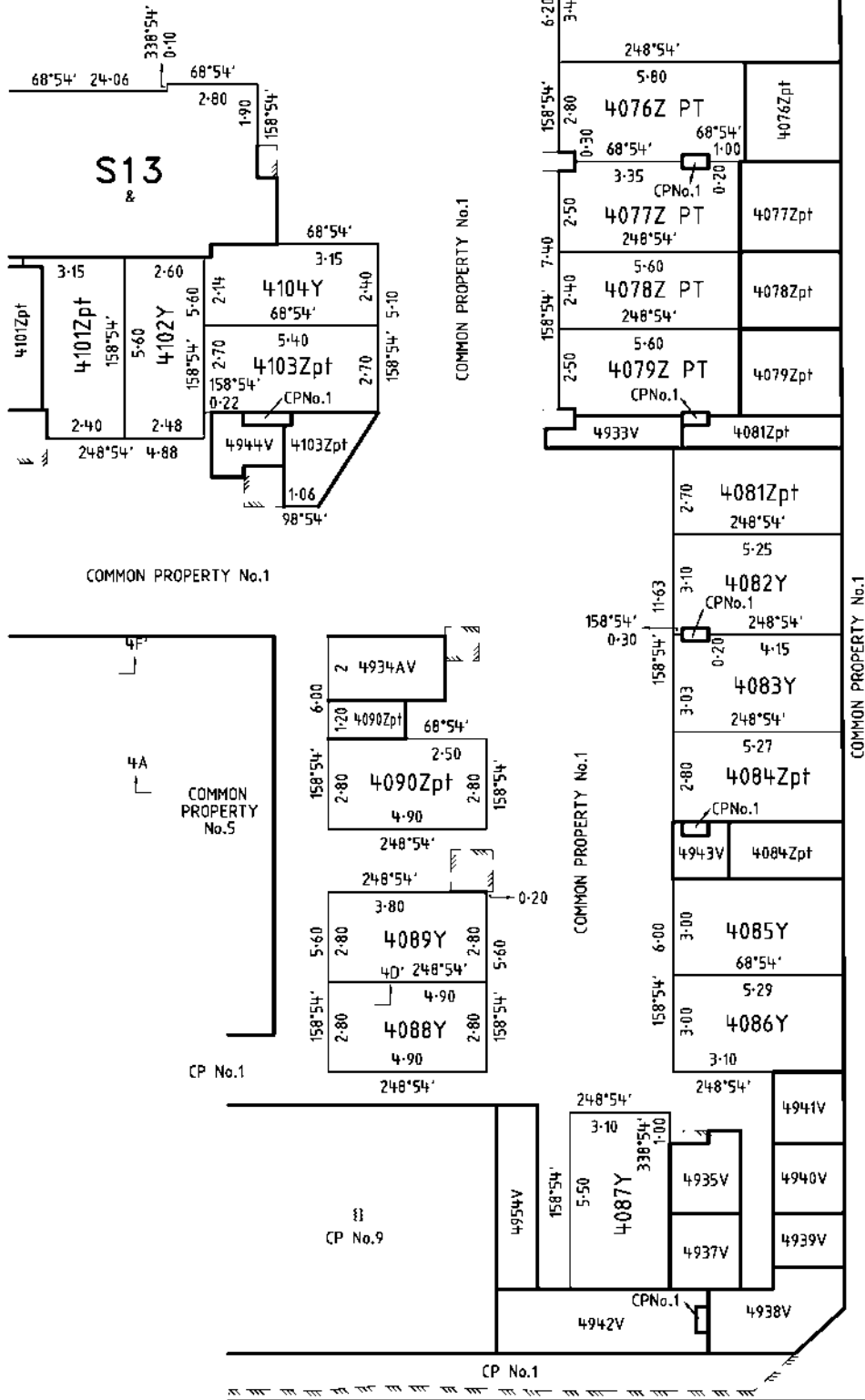
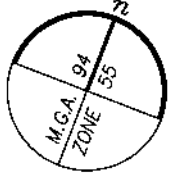
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SEE ENLARGEMENT F22

COMMON PROPERTY No.1



MERRIMAN LANE

LONSDALE STREET

BASEMENT LEVEL 1 (PART)
ENLARGEMENT F26

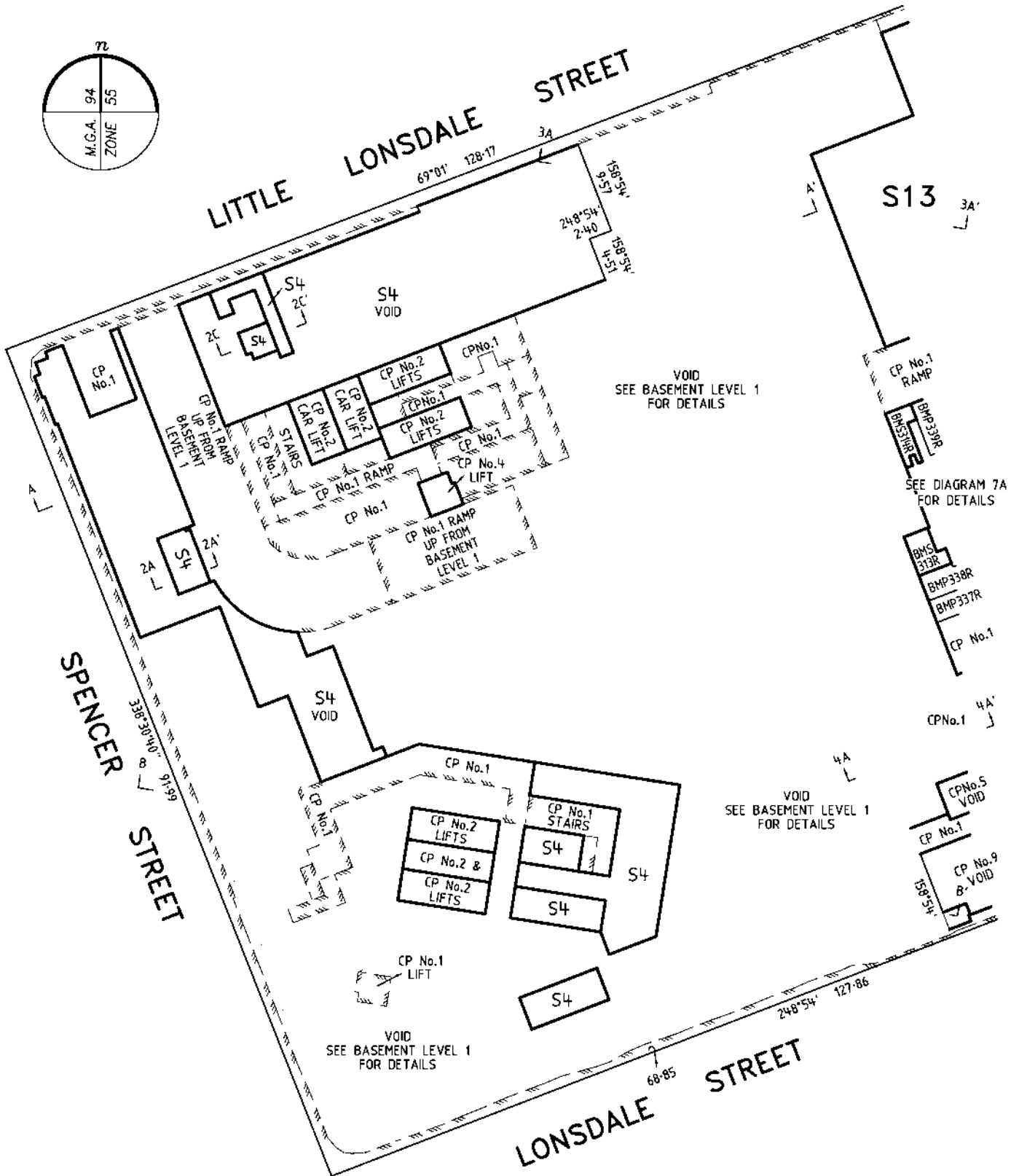
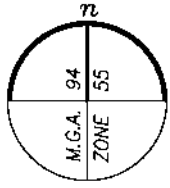
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:150	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 40



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BASEMENT MEZZANINE LEVEL (PART)
DIAGRAM 7

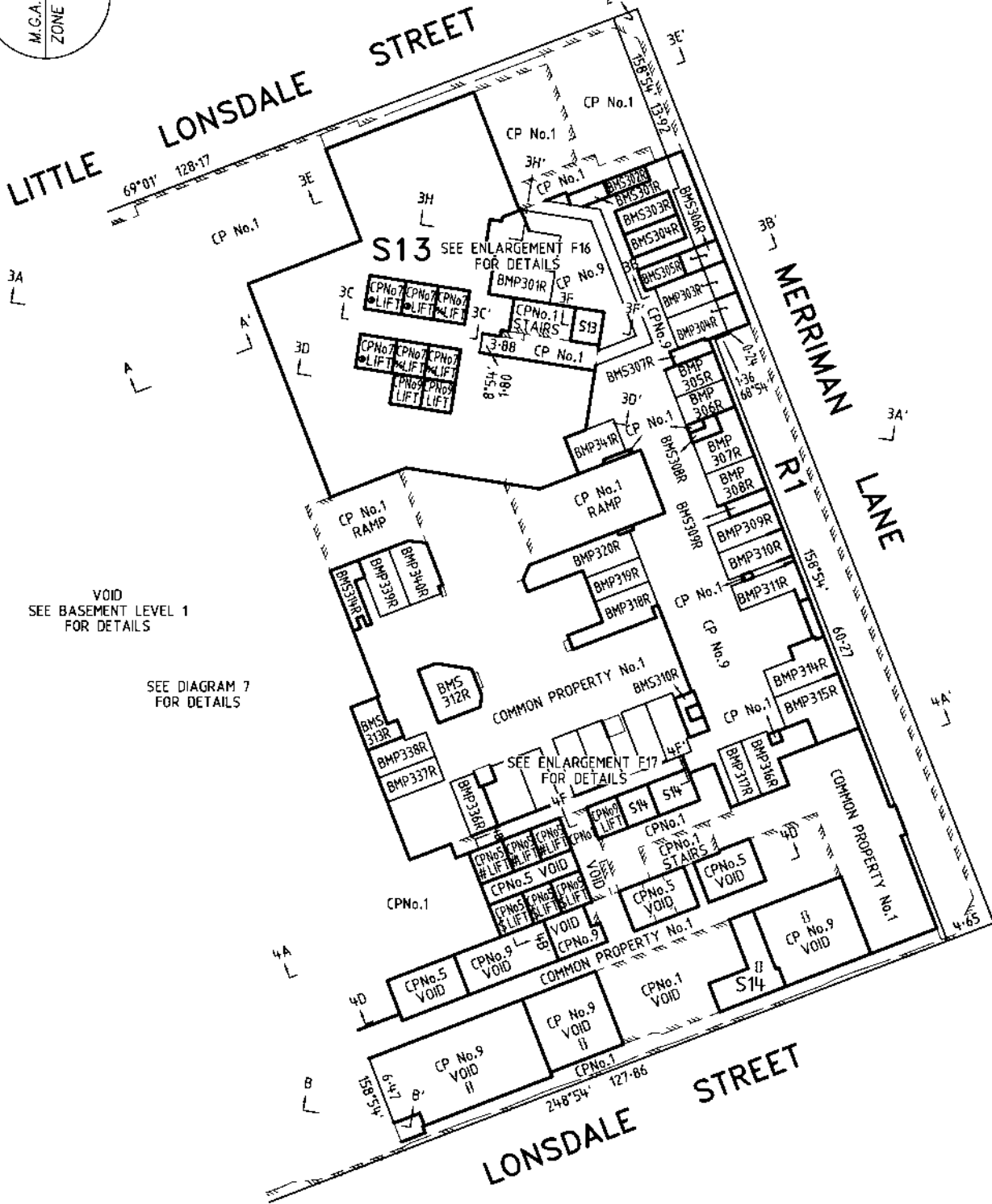
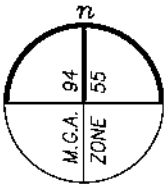
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 41



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BASEMENT MEZZANINE LEVEL (PART)
DIAGRAM 7A

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	4 0 8 16
DATE	15/06/23	REFERENCE	302547	LENGTHS ARE IN METRES
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 42

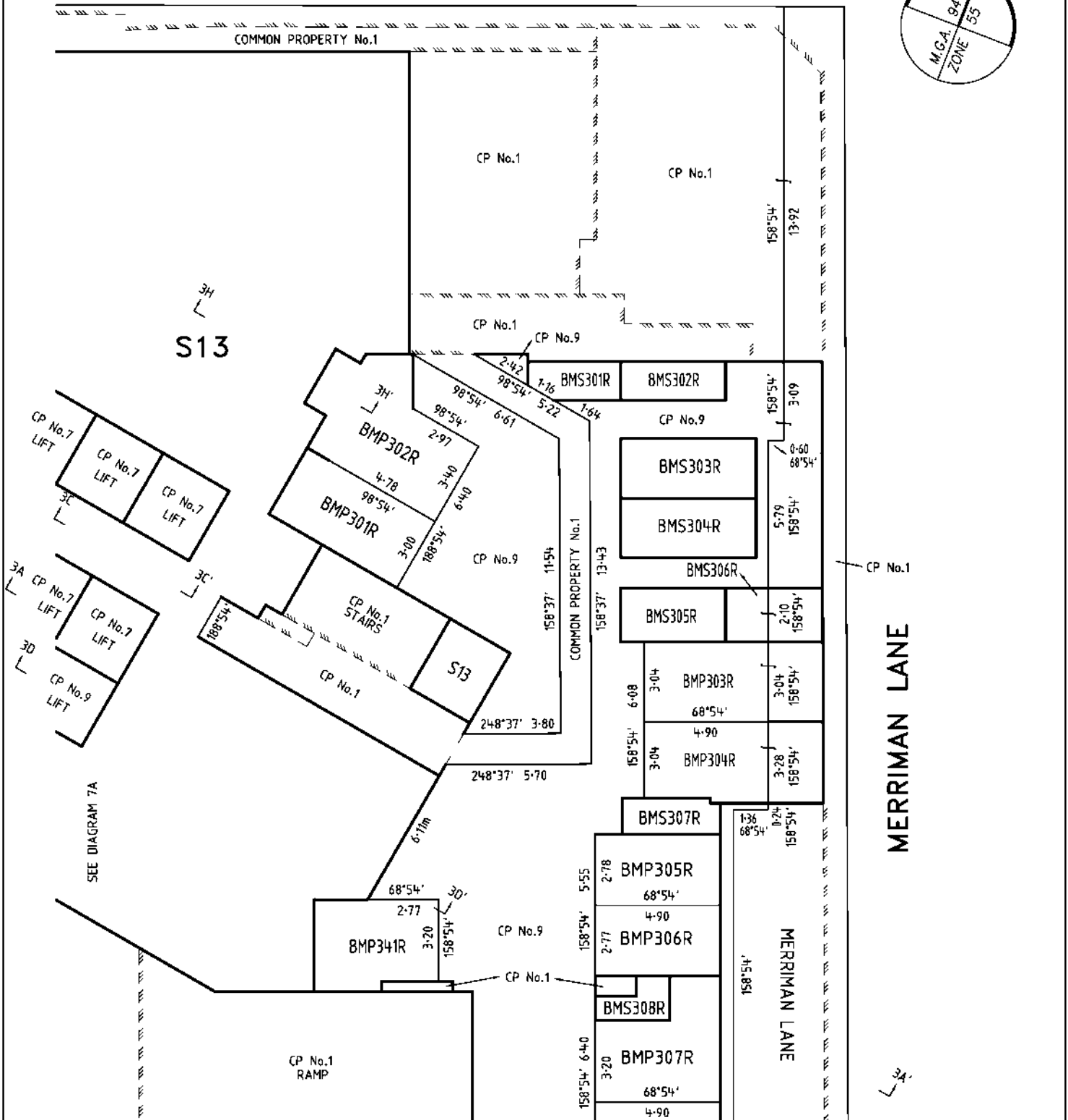
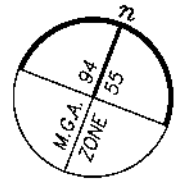


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LITTLE LONSDALE STREET



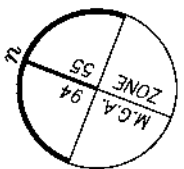
MERRIMAN LANE

**BASEMENT MEZZANINE (PART)
ENLARGEMENT F27**

<p>VERIS AUSTRALIA PTY LTD A 100/101 Southbank Blvd Southbank VIC 3005 T +61 3 7019 0400 E nic.bourne@veris.com.au W www.veris.com.au</p>	<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>	<p>SCALE 1:150</p>	<p>1.5 0 3 6 LENGTHS ARE IN METRES</p>	
	<p>DATE 15/06/23</p>	<p>REFERENCE 302547</p>	<p>ORIGINAL SHEET SIZE A3</p>	
	<p>VERSION C</p>	<p>DRAWING 30254711-AC</p>	<p>SHEET 43</p>	

PS 746092G

PLAN OF SUBDIVISION

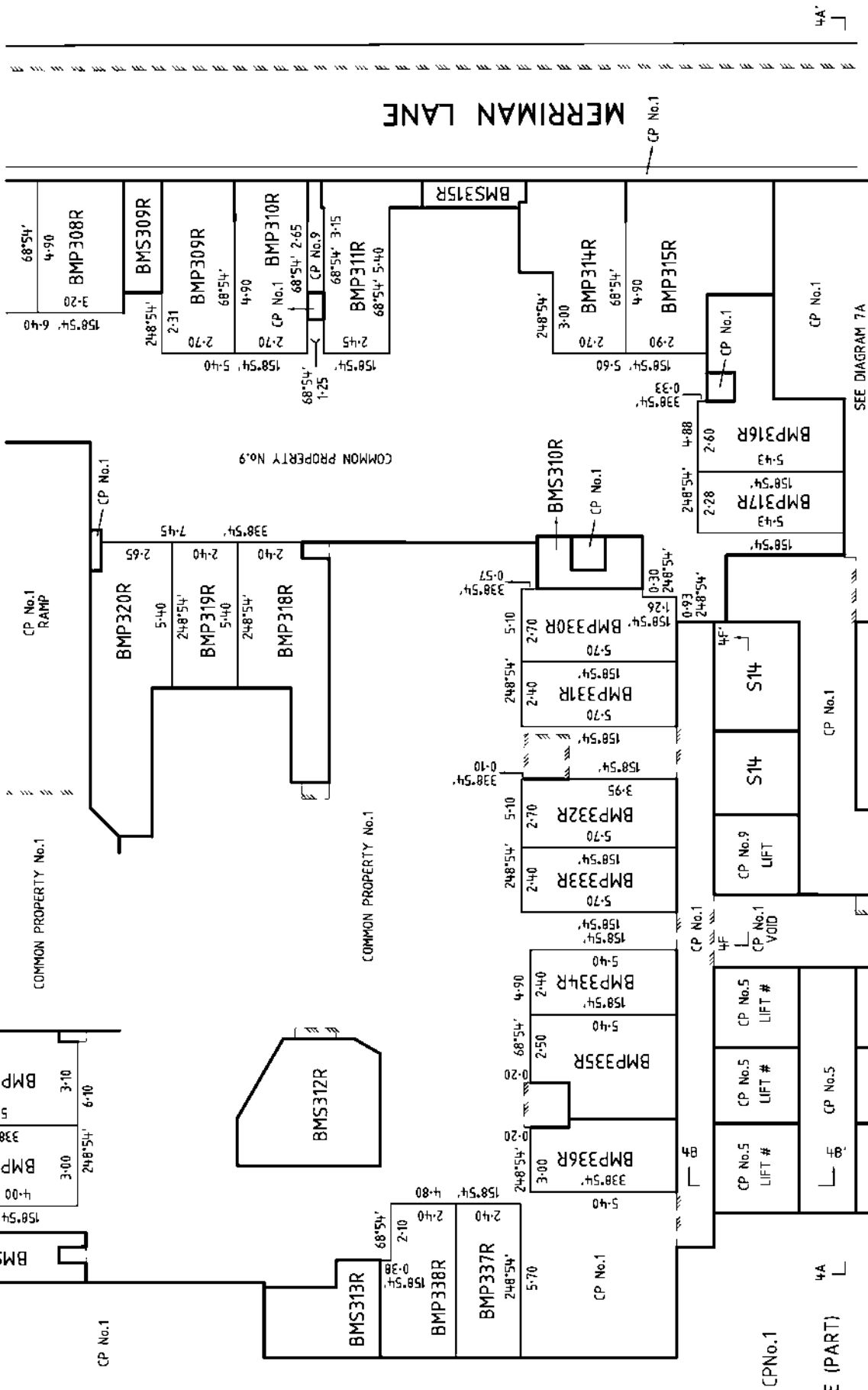


SEE ENLARGEMENT F27

COMMON PROPERTY No.1

COMMON PROPERTY No.9

COMMON PROPERTY No.1



SEE DIAGRAM 7A

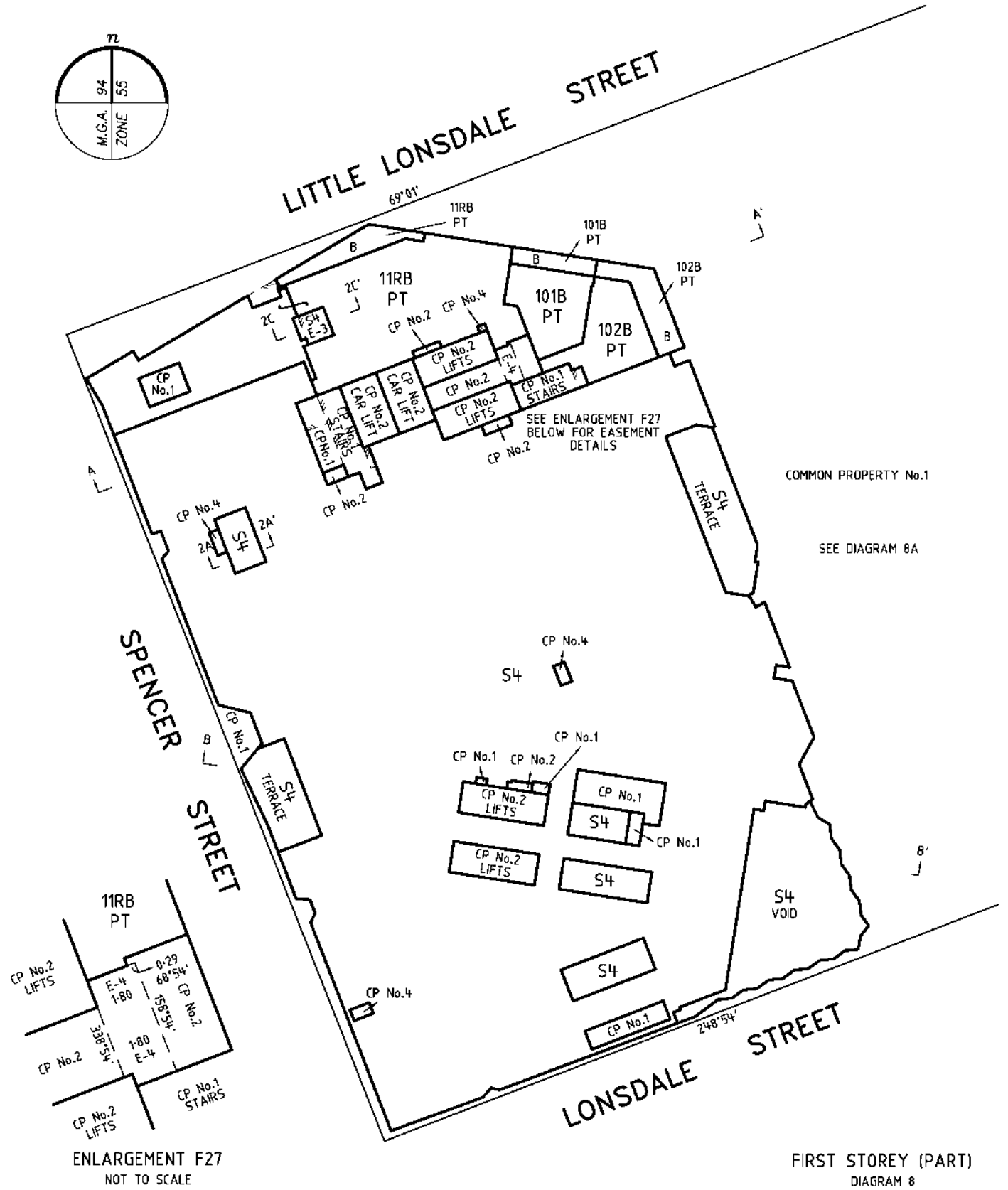
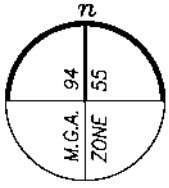
SEE DIAGRAM 7A

CP No.1
BASEMENT MEZZANINE (PART)
 ENLARGEMENT F28

ORIGINAL SHEET SIZE A3 SHEET 44	SCALE 1:150
	LENGTHS ARE IN METRES 1.5 0 3 6
LICENSED SURVEYOR LACHLAN JAMES McCLEARY	REFERENCE 302547 DRAWING 30254711-AC
DATE 15/06/23 VERSION C	VERB AUSTRALIA PTY LTD A Level 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7619 0400 E info@verb.com.au W www.verb.com.au

PLAN OF SUBDIVISION

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ENLARGEMENT F27
NOT TO SCALE

FIRST STOREY (PART)
DIAGRAM 8

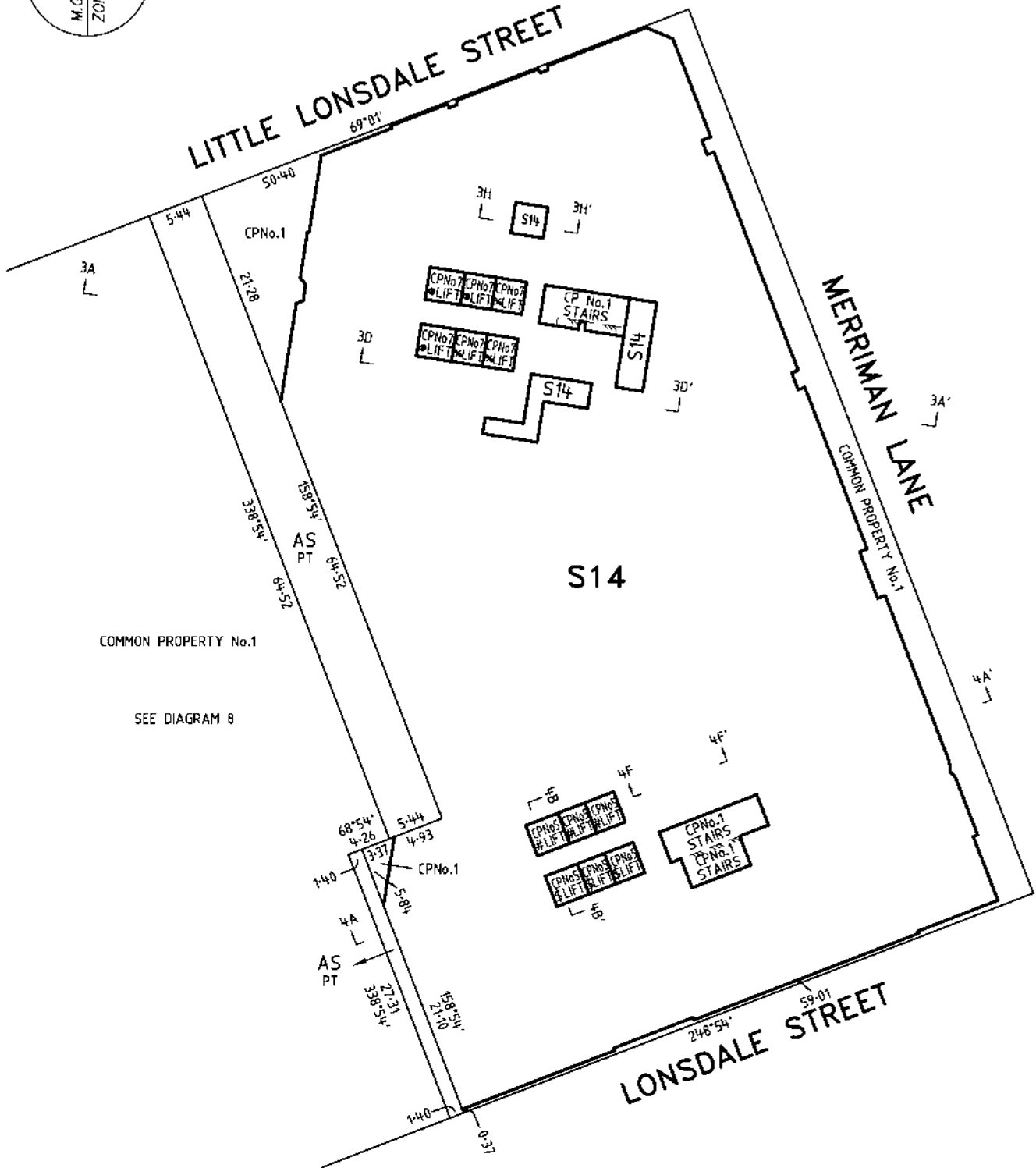
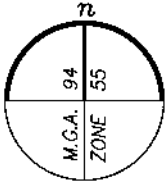
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 45



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FIRST STOREY (PART)
DIAGRAM 8A

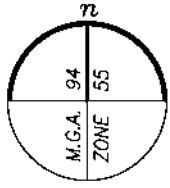
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 46



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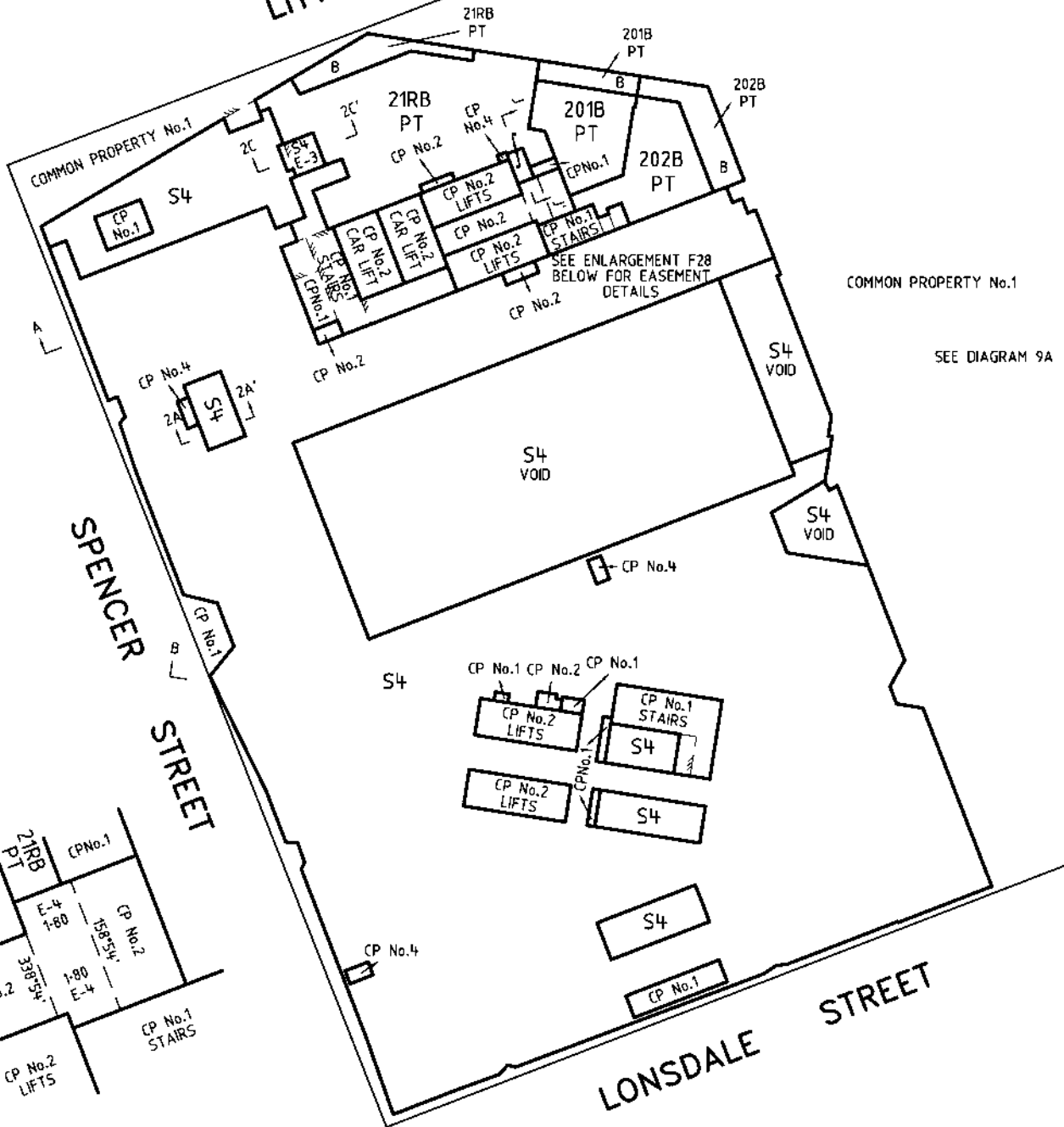
PLAN OF SUBDIVISION

PS 746092G



21RB SECOND STOREY
 11RB FIRST STOREY
 SECTION J - J'
 NOT TO SCALE

LITTLE LONSDALE STREET



ENLARGEMENT F28
 NOT TO SCALE

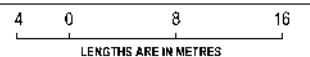
SECOND STOREY (PART)
 DIAGRAM 9



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LICENSED SURVEYOR LACHLAN JAMES McCLEARY

SCALE
 1:400



DATE 15/06/23

REFERENCE 302547

ORIGINAL SHEET SIZE A3

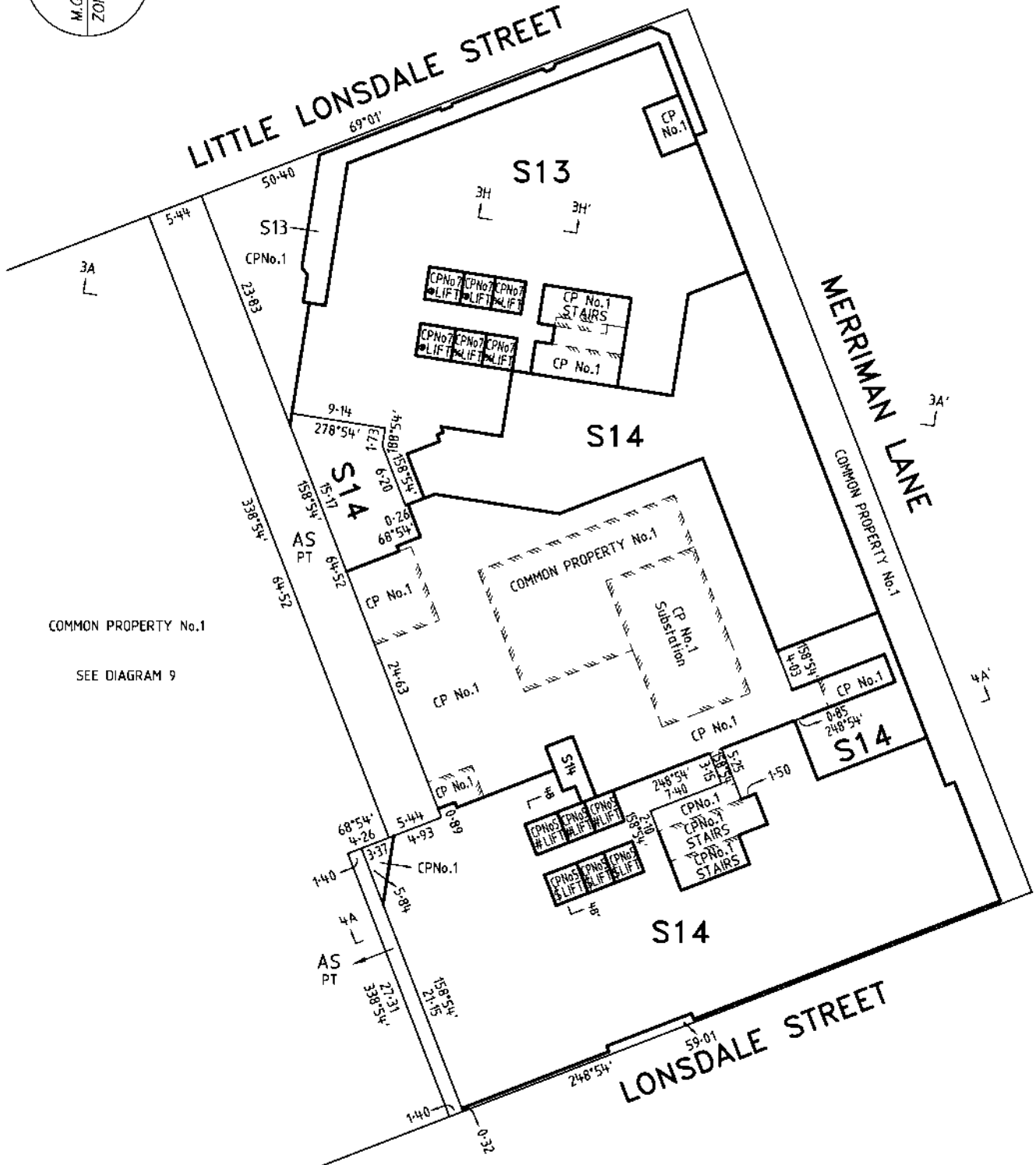
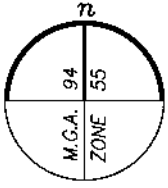
VERSION C

DRAWING 30254711-AC

SHEET 47

PLAN OF SUBDIVISION

PS 746092G



COMMON PROPERTY No.1
SEE DIAGRAM 9

SECOND STOREY (PART)
DIAGRAM 9A

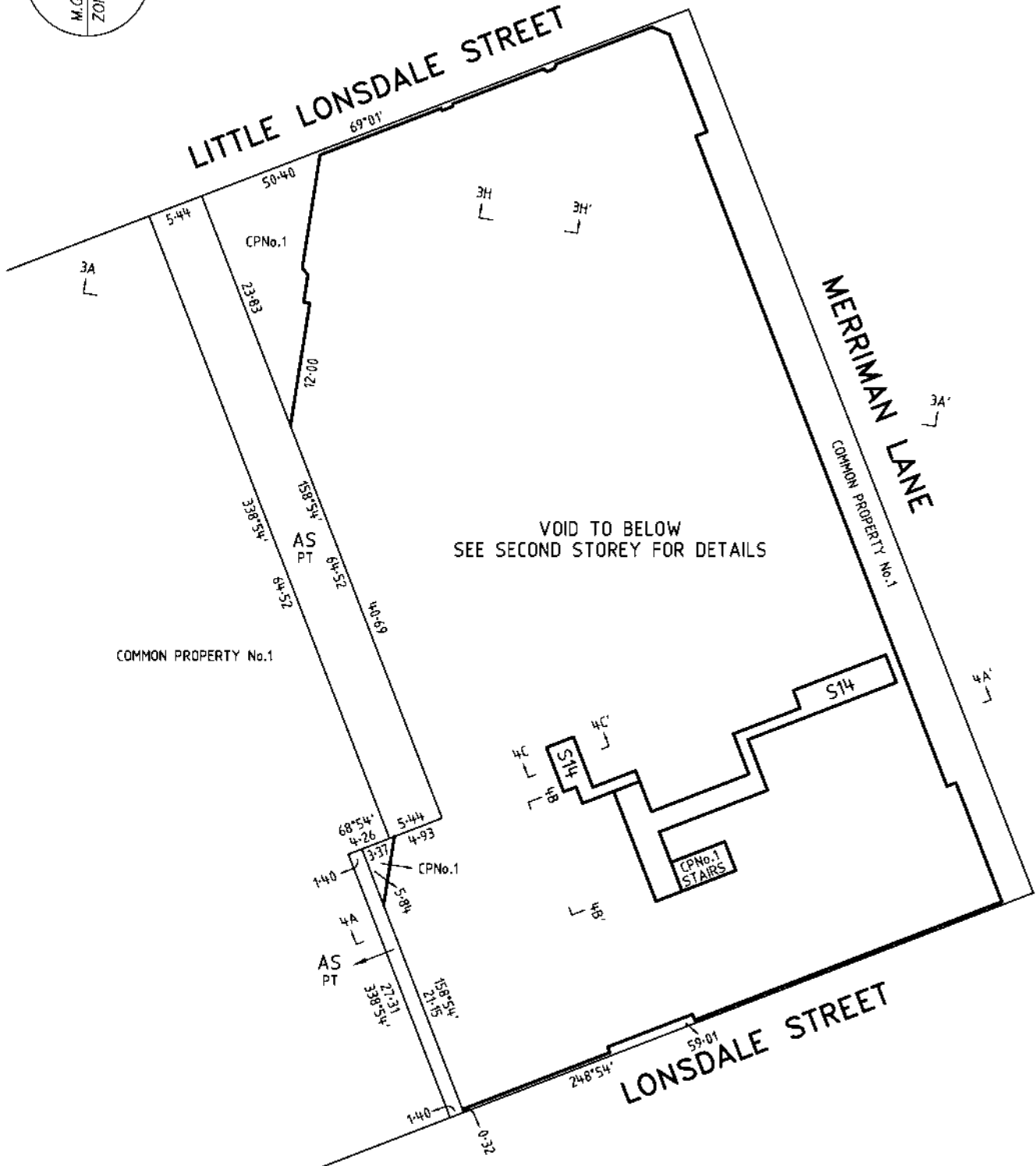
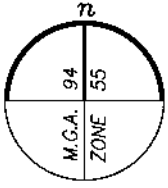
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 48



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VOID TO BELOW
SEE SECOND STOREY FOR DETAILS

SECOND STOREY MEZZANINE
DIAGRAM 9AM

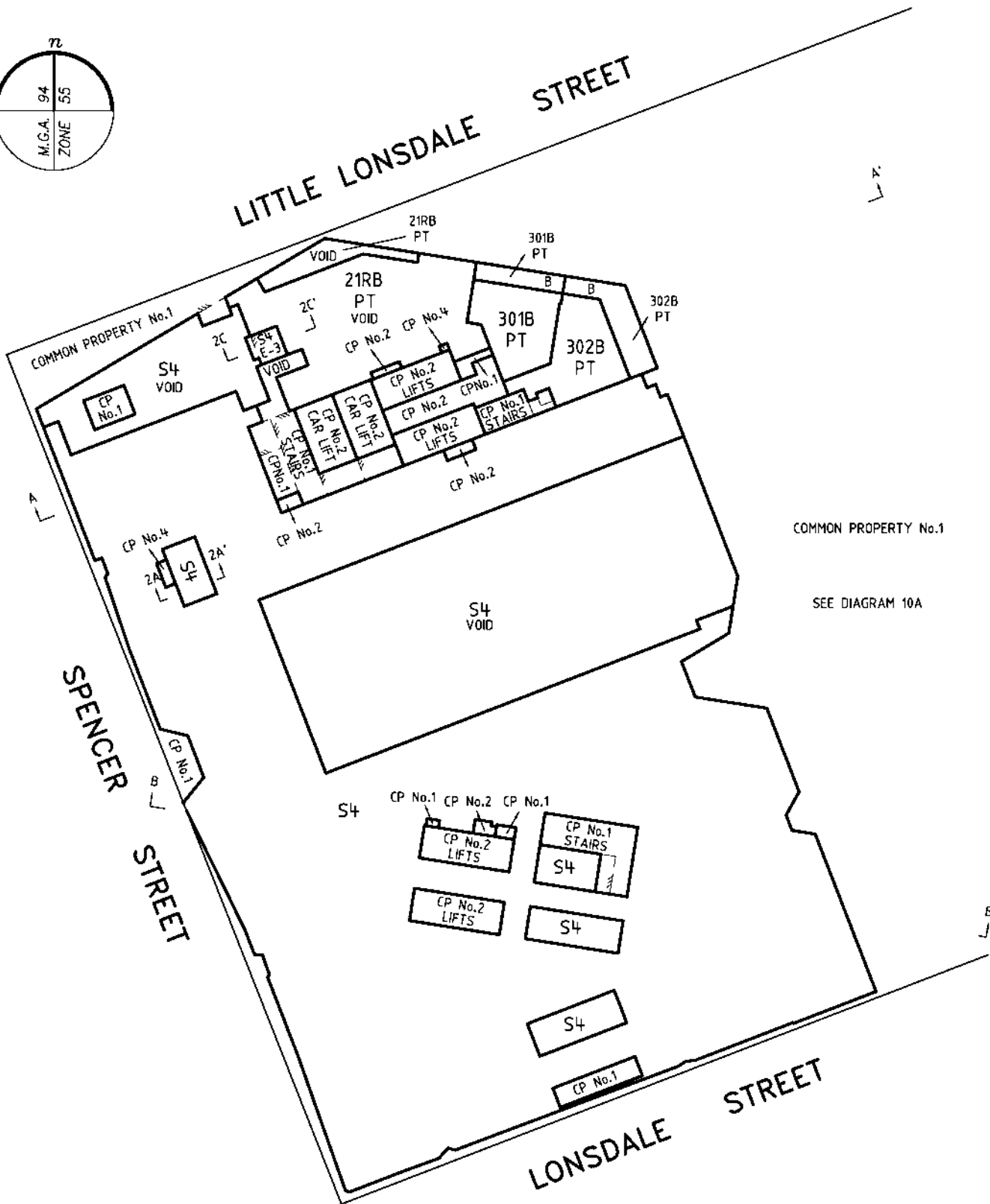
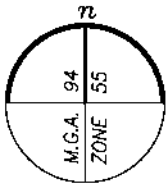
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 49



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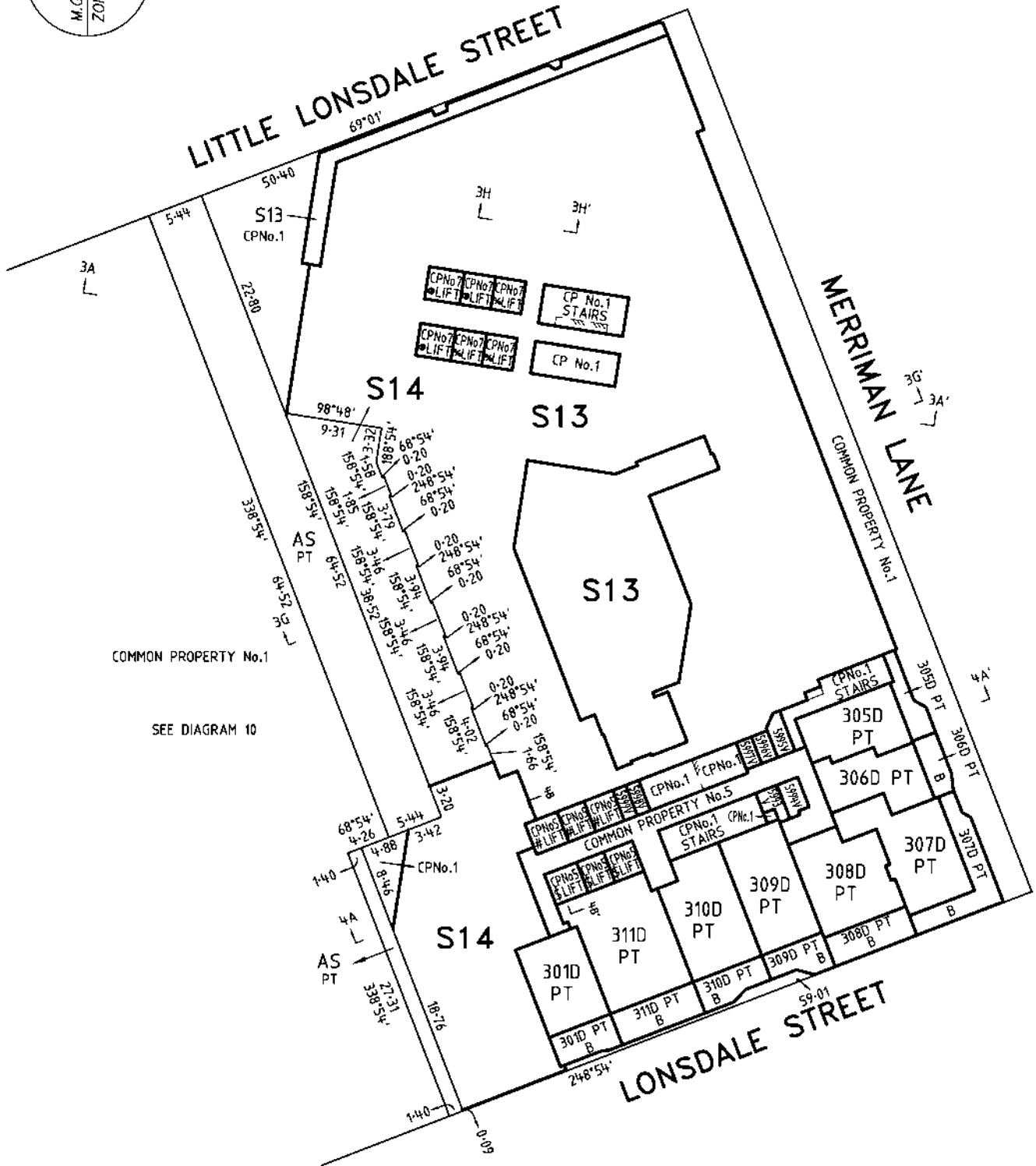
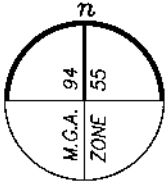


THIRD STOREY (PART)
DIAGRAM 10

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 50

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COMMON PROPERTY No.1
SEE DIAGRAM 10

THIRD STOREY (PART)
DIAGRAM 10A

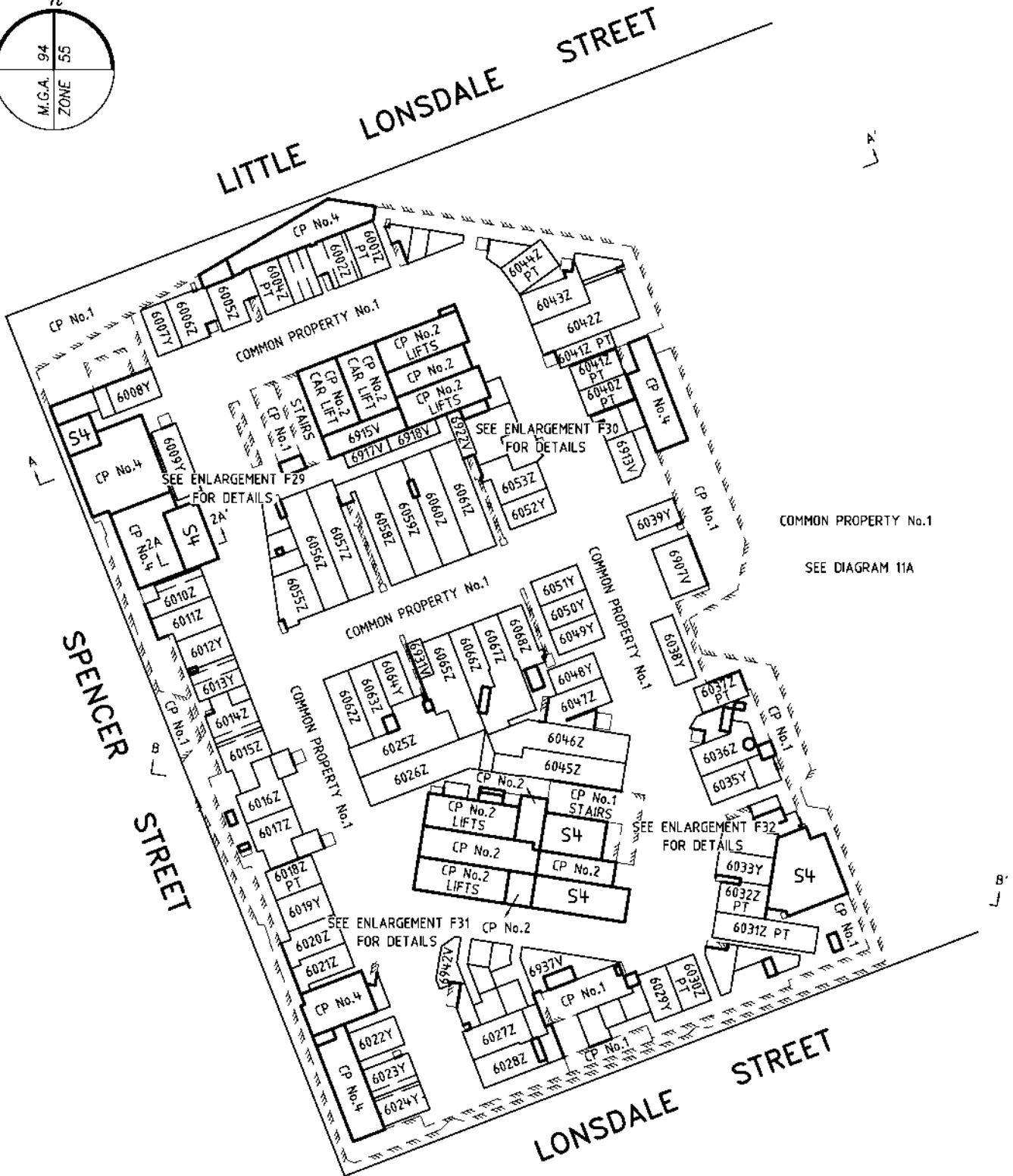
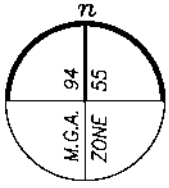
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 51



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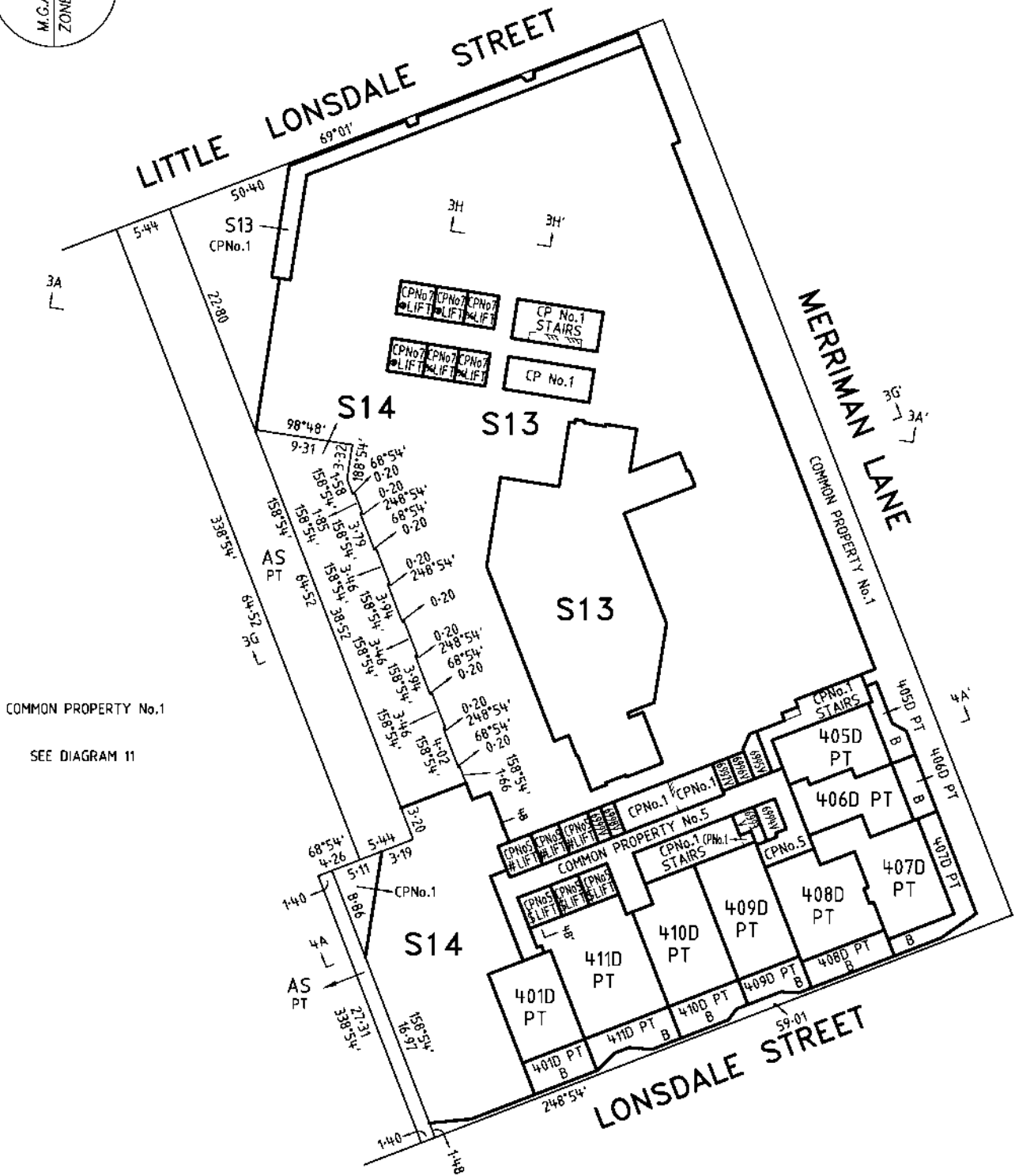
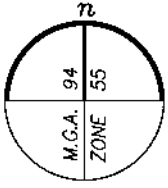
FOURTH STOREY (PART)
DIAGRAM 11

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 52

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COMMON PROPERTY No.1
SEE DIAGRAM 11

FOURTH STOREY (PART)
DIAGRAM 11A

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 53



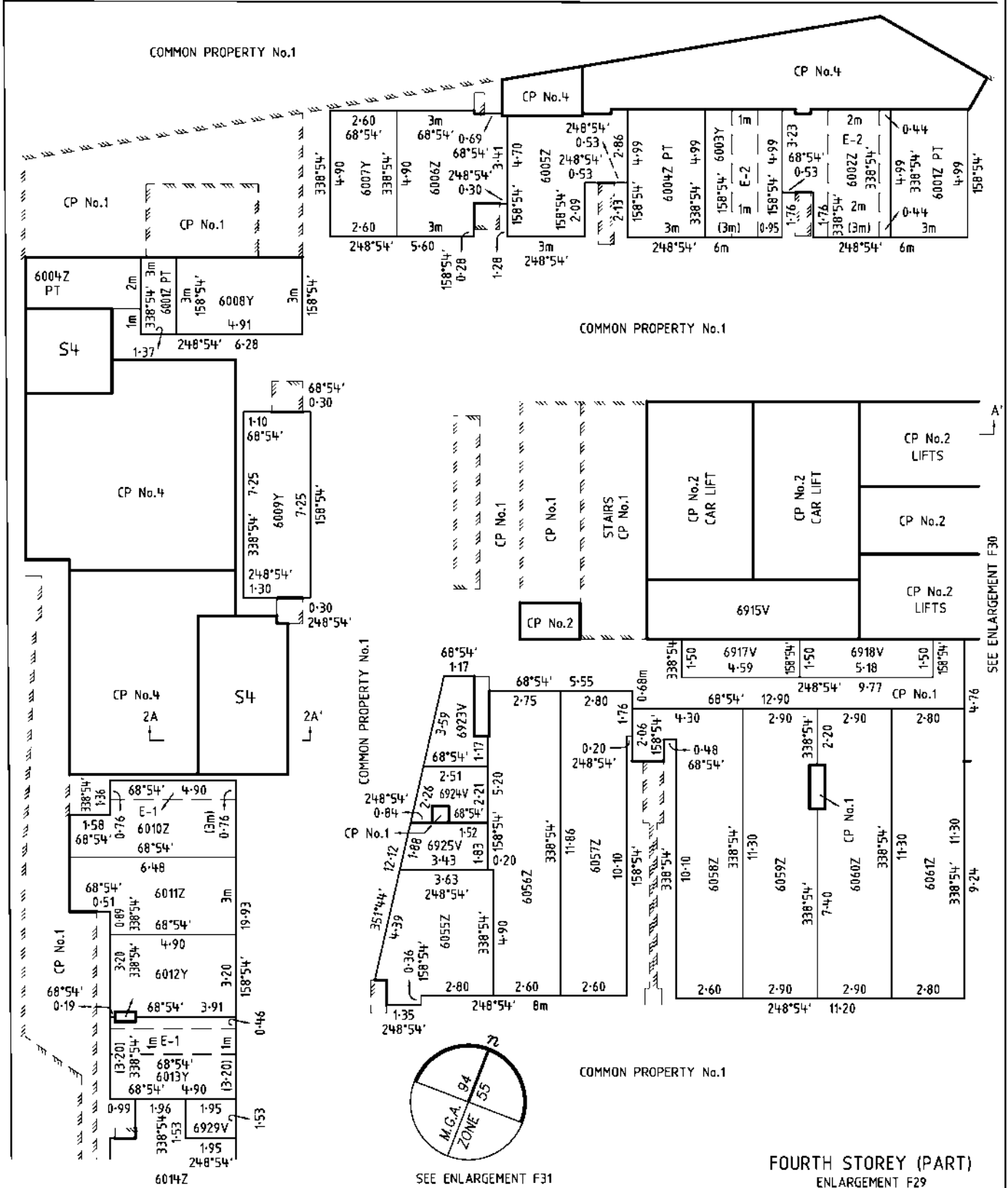
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LITTLE LONSDALE STREET

SPENCER STREET

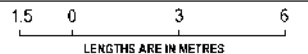


SEE ENLARGEMENT F31

**FOURTH STOREY (PART)
ENLARGEMENT F29**

LICENSED SURVEYOR **LACHLAN JAMES McCLEARY**

SCALE
1:150



DATE 15/06/23

REFERENCE 302547

ORIGINAL SHEET SIZE A3

VERSION C

DRAWING 30254711-AC

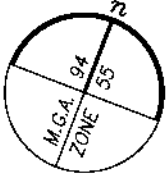
SHEET 54



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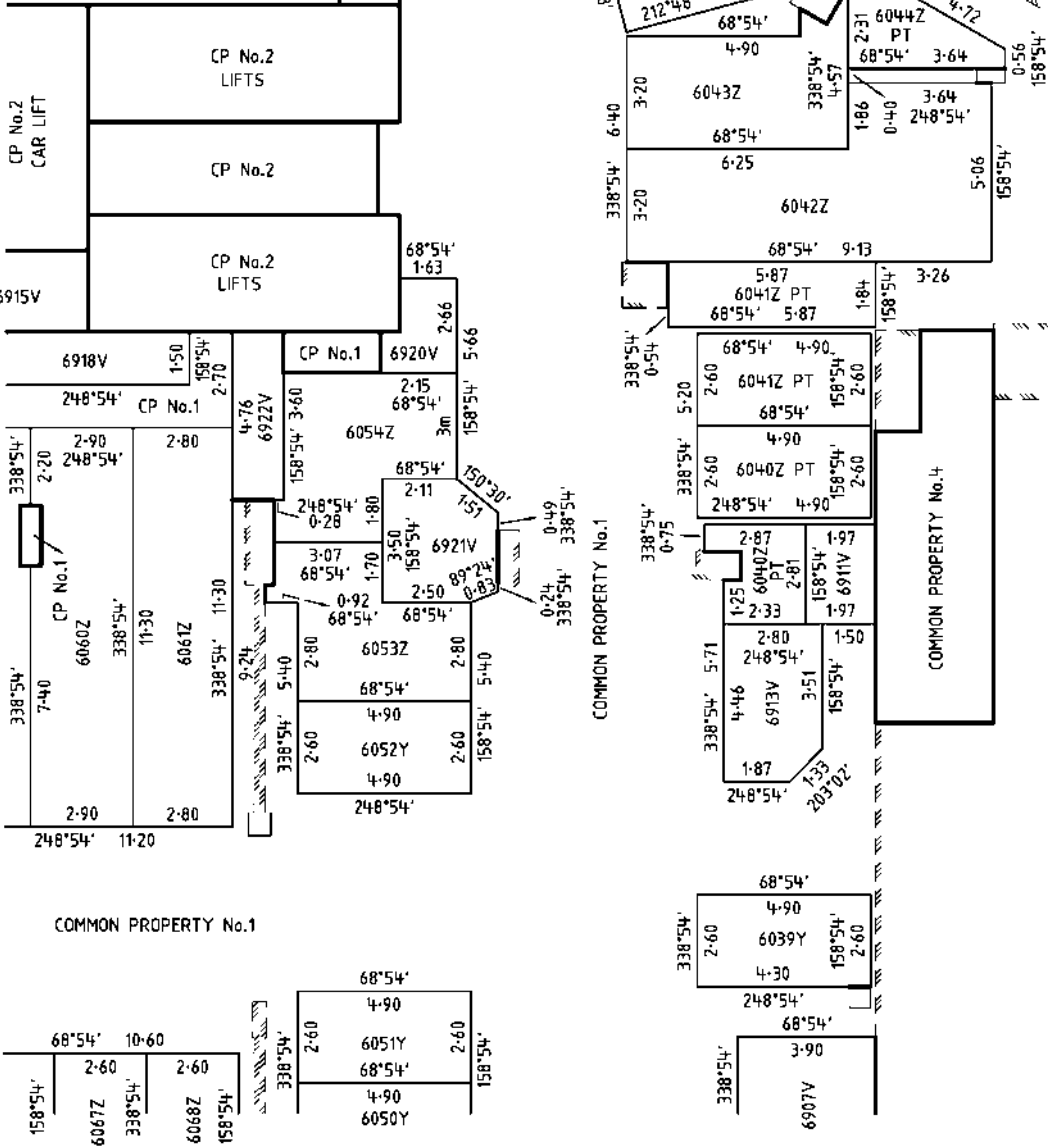


COMMON PROPERTY No.1

CP No.4

A ↑

A ↑



SEE ENLARGEMENT F29

COMMON PROPERTY No.1

SEE DIAGRAM 11A

COMMON PROPERTY No.1

SEE ENLARGEMENT F32

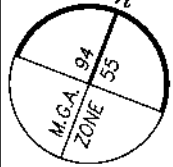
FOURTH STOREY (PART)
ENLARGEMENT F30

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:150	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 55

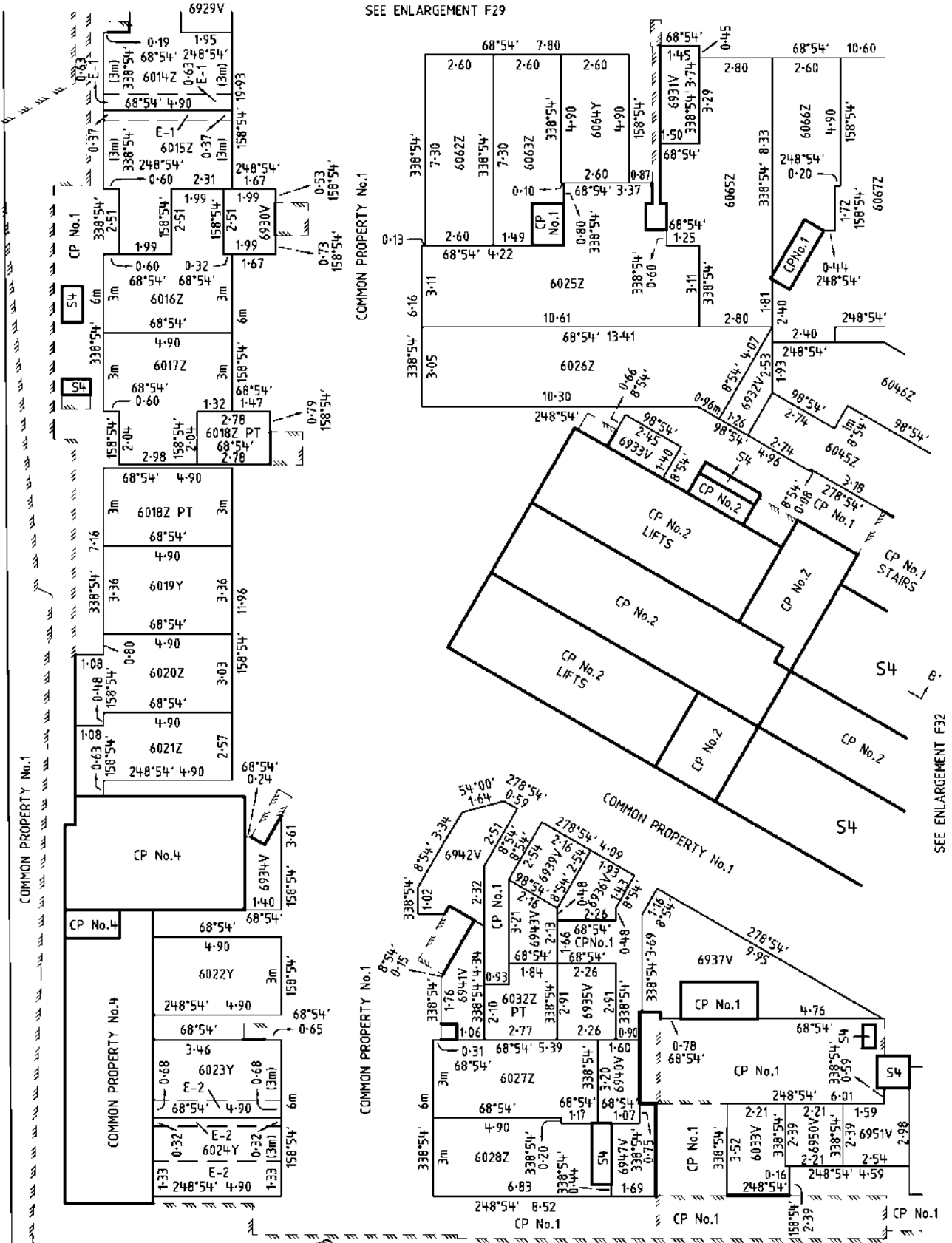
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SPENCER STREET



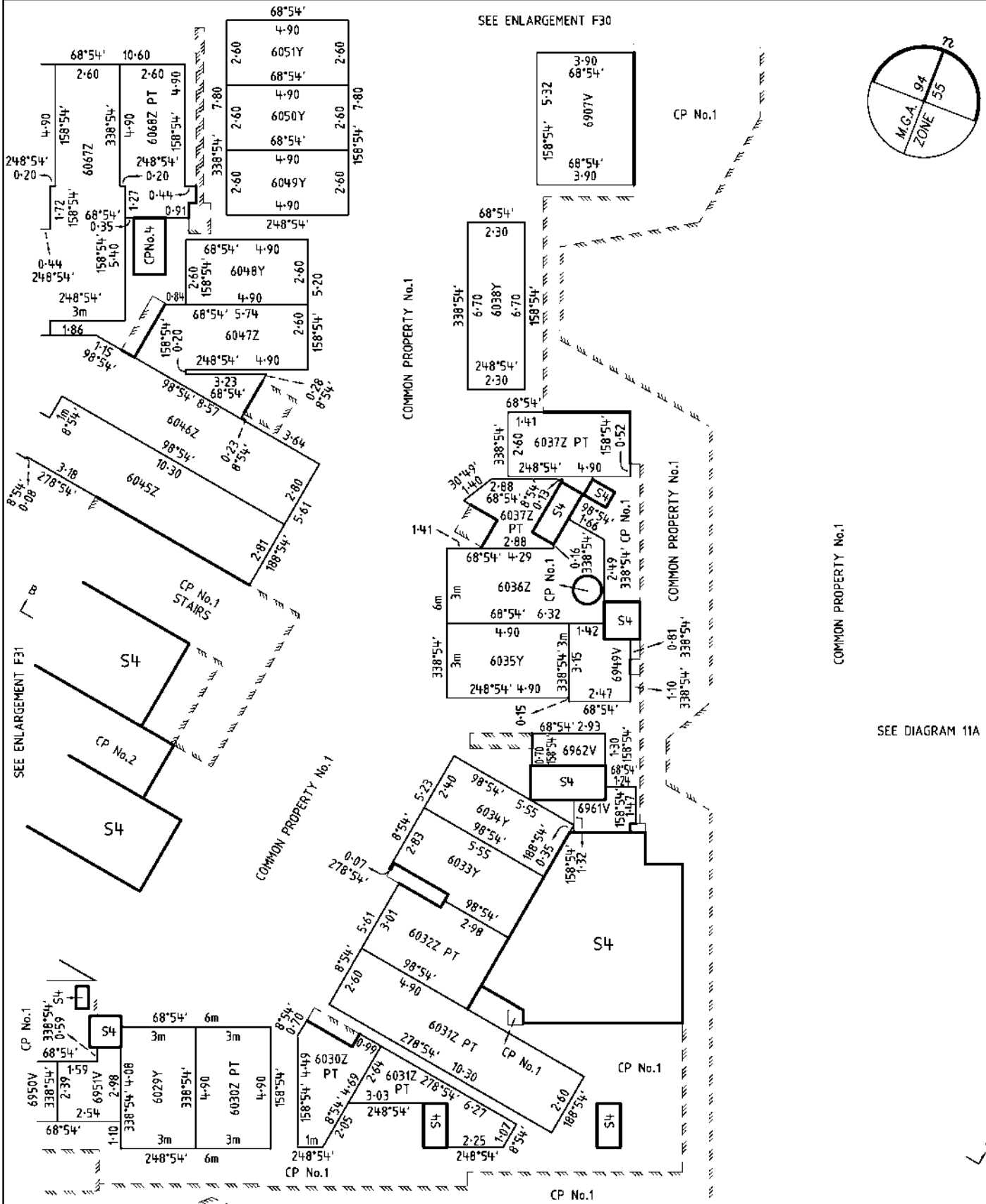
FOURTH STOREY (PART)
ENLARGEMENT F31

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:150	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 56


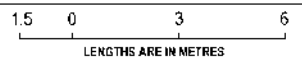
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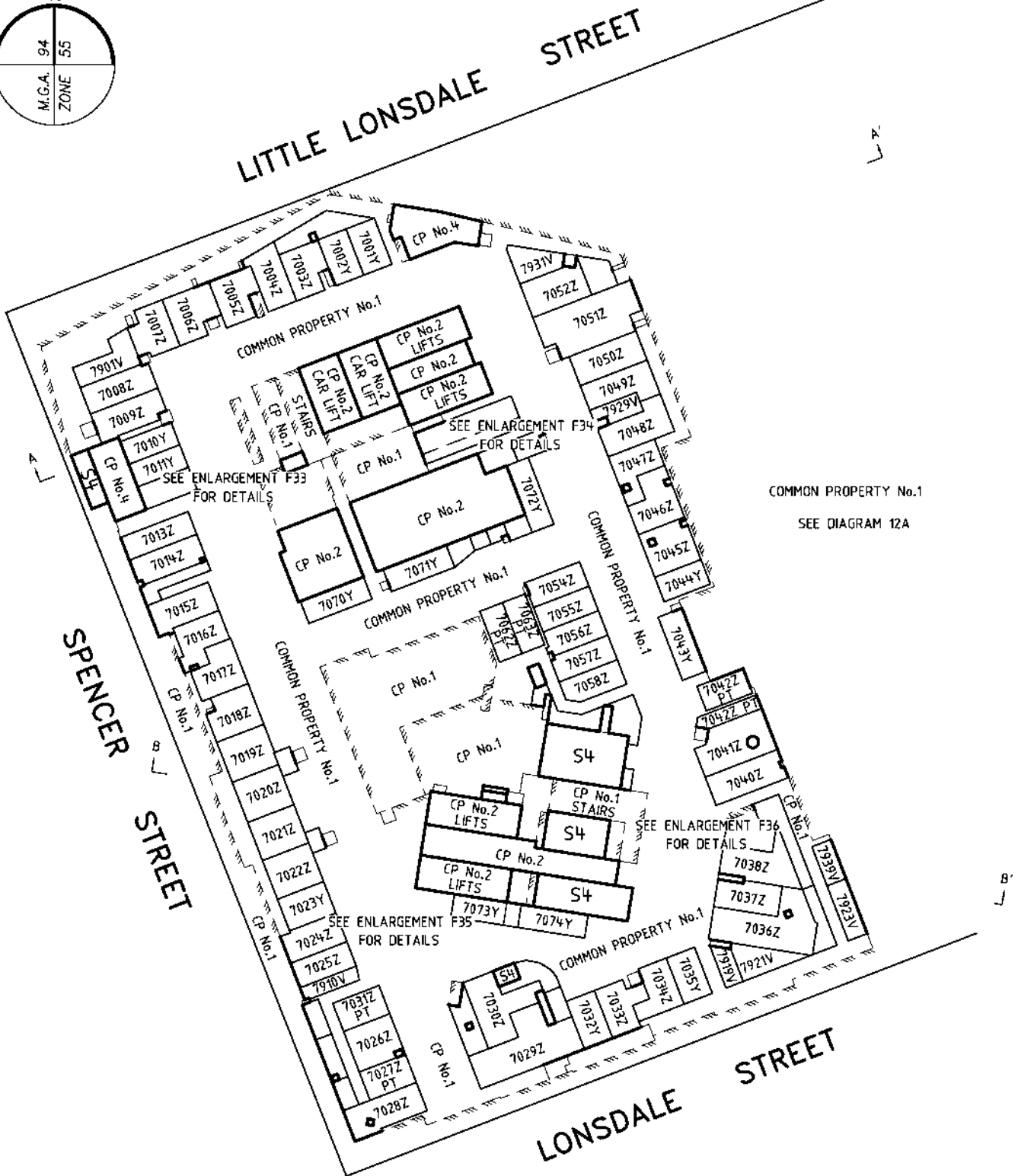
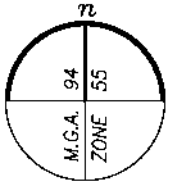


FOURTH STOREY (PART)
ENLARGEMENT F32

 <p>VERIS AUSTRALIA PTY LTD A Cycle 3, 1 Southbank Blvd Southbank VIC 3005 T +61 3 7019 0400 E nic.bourne@veris.com.au W www.veris.com.au</p>	LICENSED SURVEYOR LACHLAN JAMES McCLEARY	SCALE 1:150	 <p>LENGTHS ARE IN METRES</p>	
	DATE 15/06/23	REFERENCE 302547	ORIGINAL SHEET SIZE A3	
	VERSION C	DRAWING 30254711-AC	SHEET 57	

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COMMON PROPERTY No.1
SEE DIAGRAM 12A

FIFTH STOREY (PART)
DIAGRAM 12

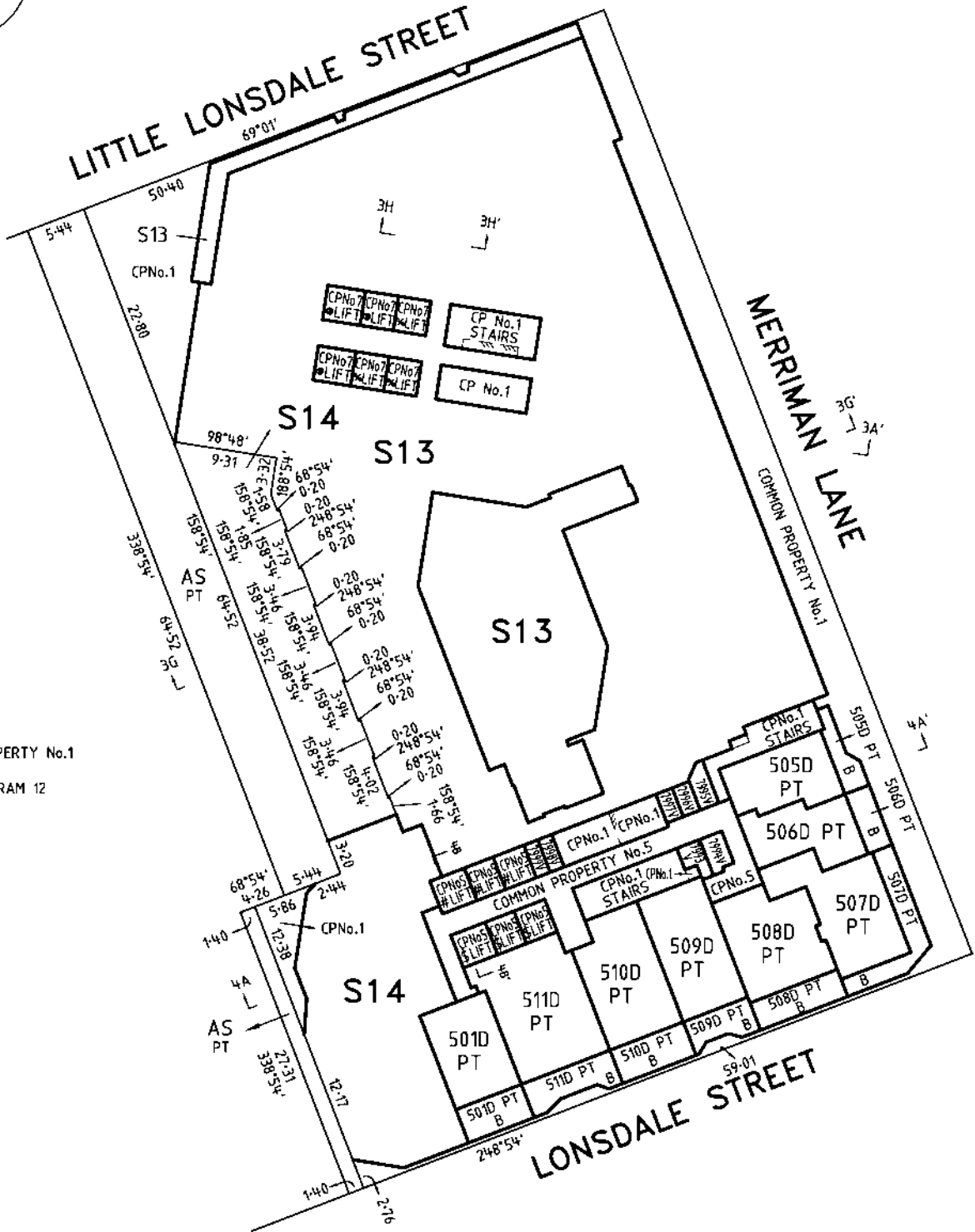
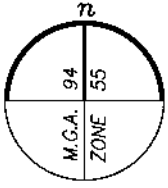
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 58

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COMMON PROPERTY No.1
SEE DIAGRAM 12

FIFTH STOREY (PART)
DIAGRAM 12A

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 59

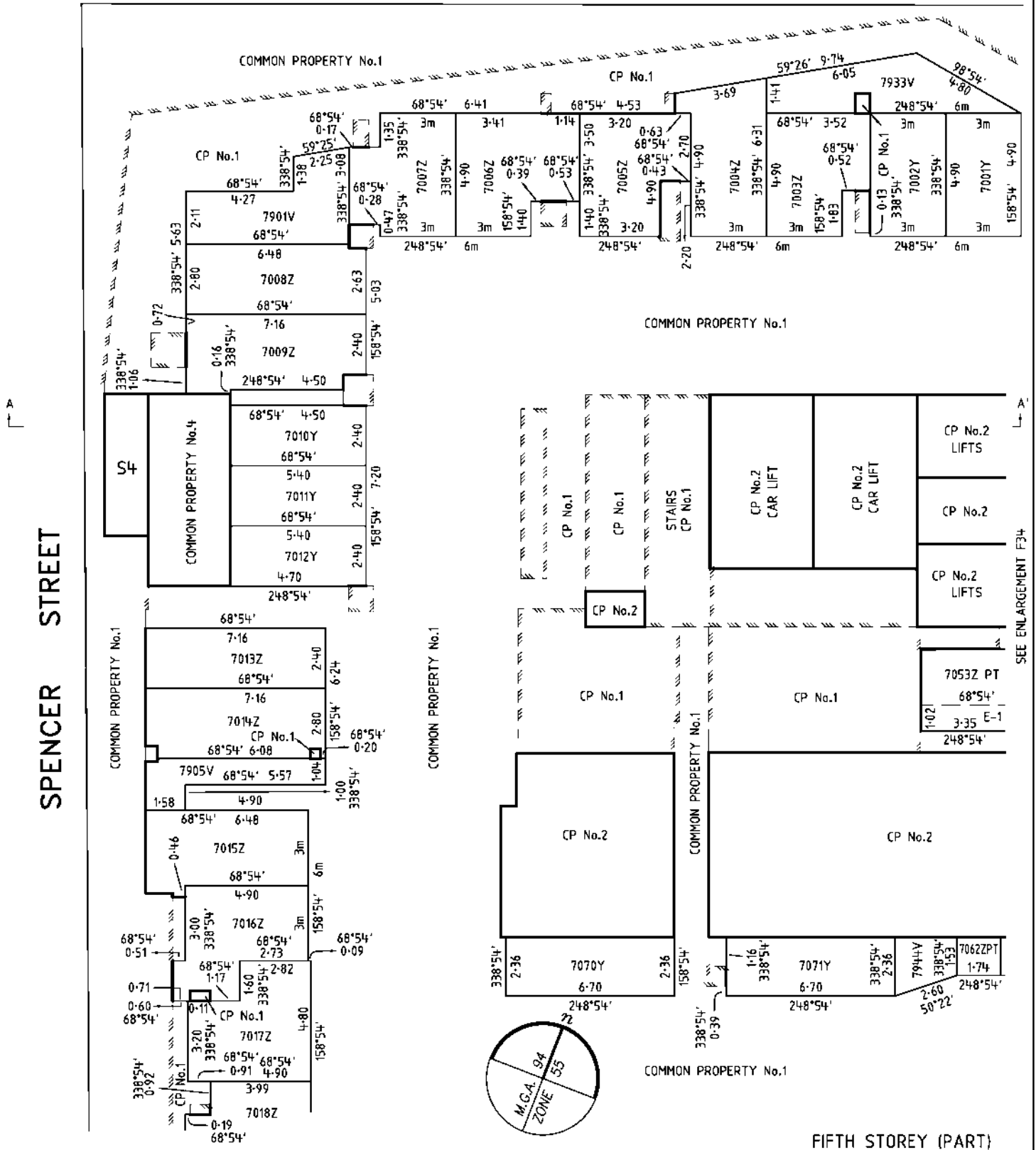


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LITTLE LONSDALE STREET



SPENCER STREET

FIFTH STOREY (PART)
ENLARGEMENT F33

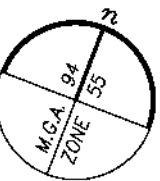
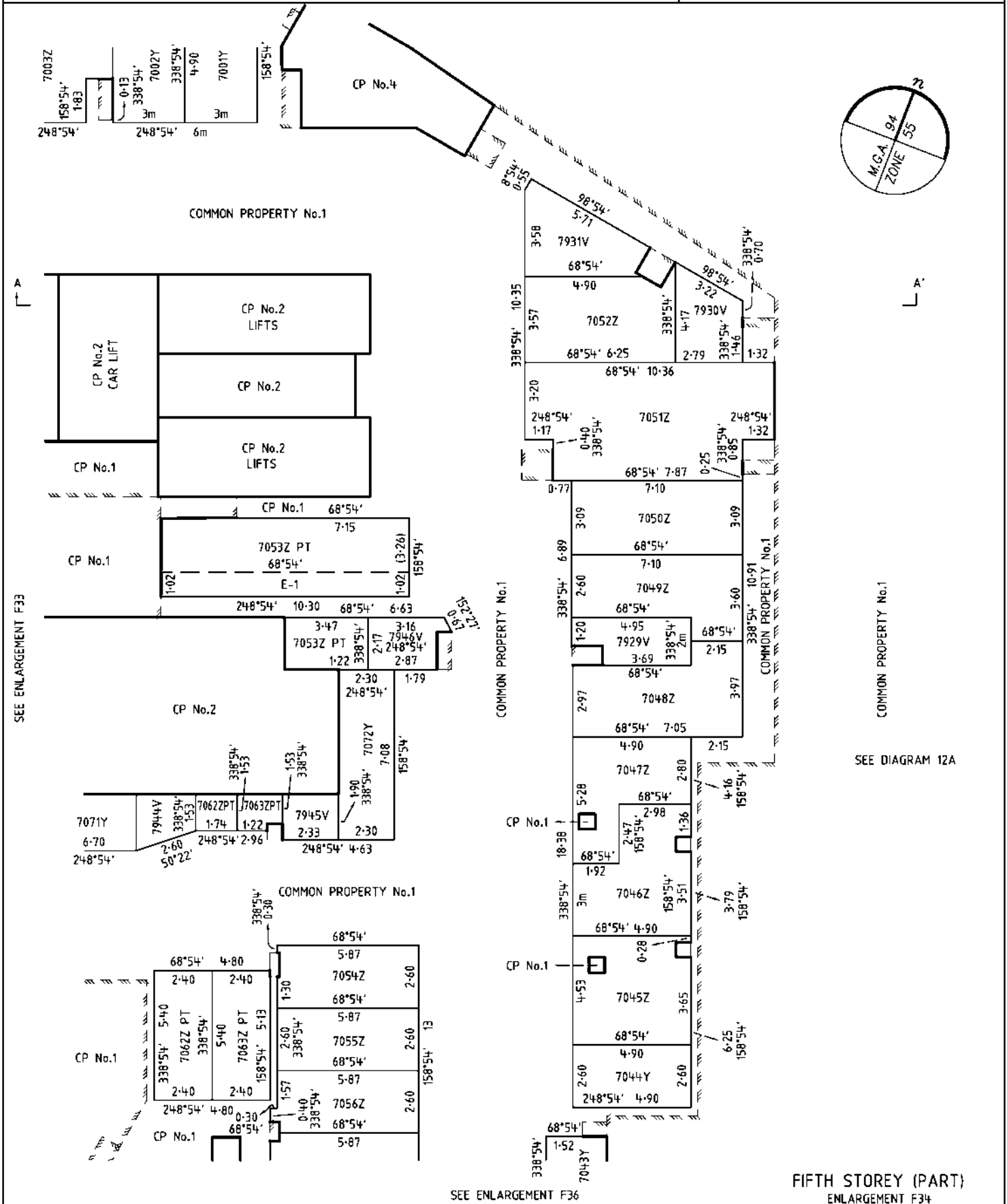
SEE ENLARGEMENT F35

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:150	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 60

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SEE ENLARGEMENT F33

SEE DIAGRAM 12A

SEE ENLARGEMENT F36

FIFTH STOREY (PART)
ENLARGEMENT F34

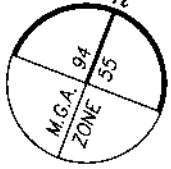
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:150	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 61



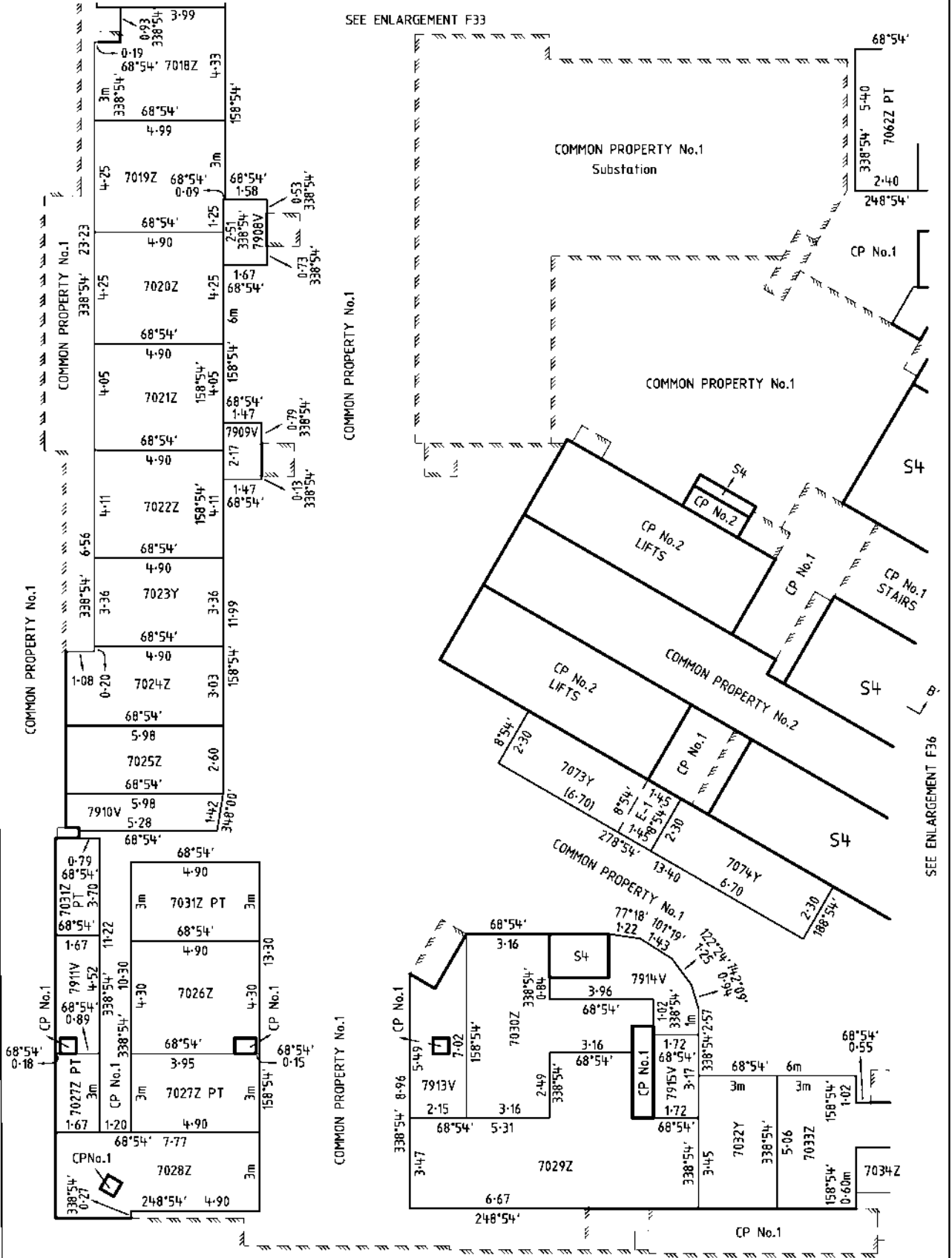
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SPENCER STREET



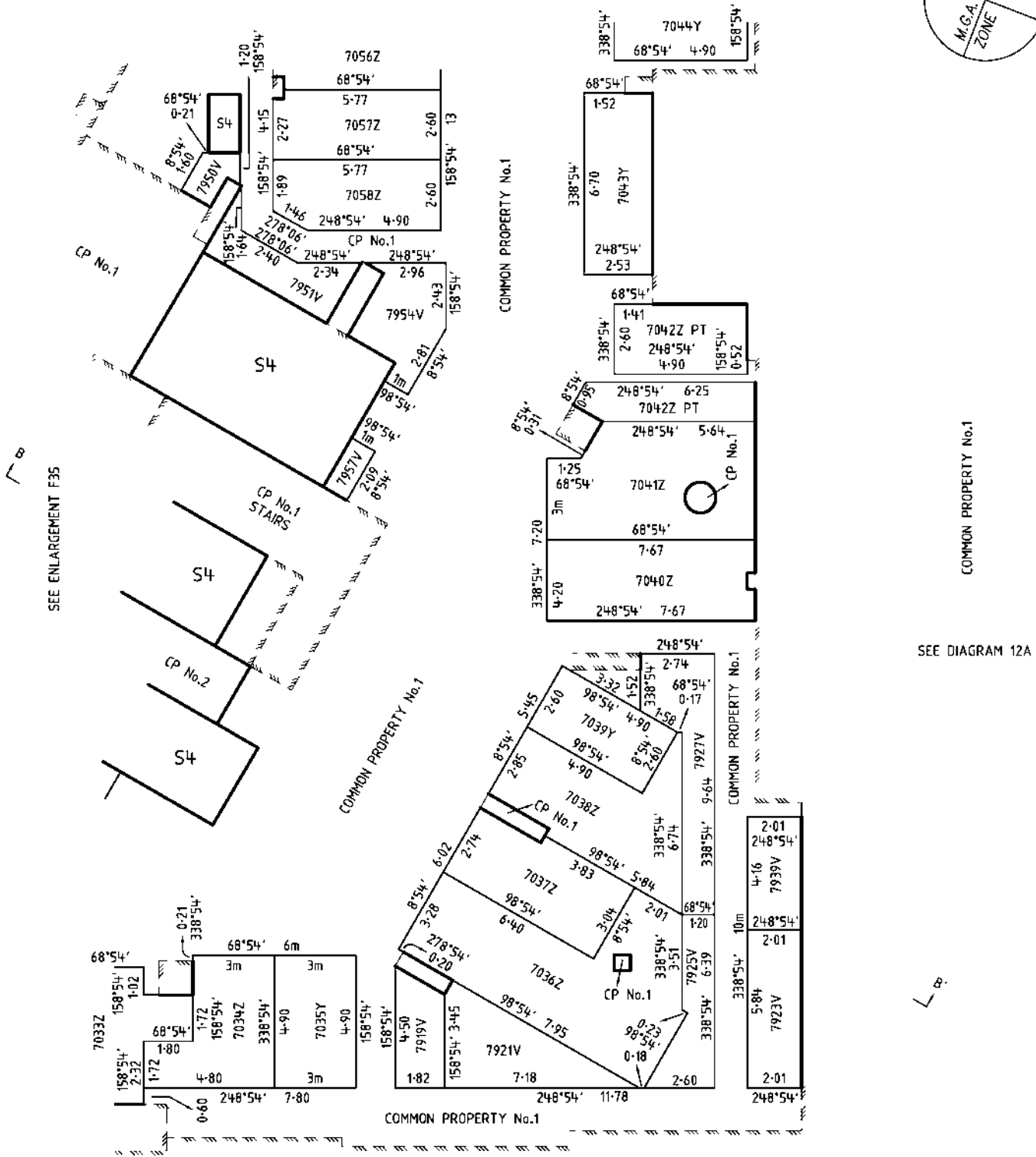
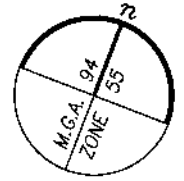
**FIFTH STOREY (PART)
ENLARGEMENT F35**

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:150	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 62

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SEE ENLARGEMENT F34



SEE DIAGRAM 12A

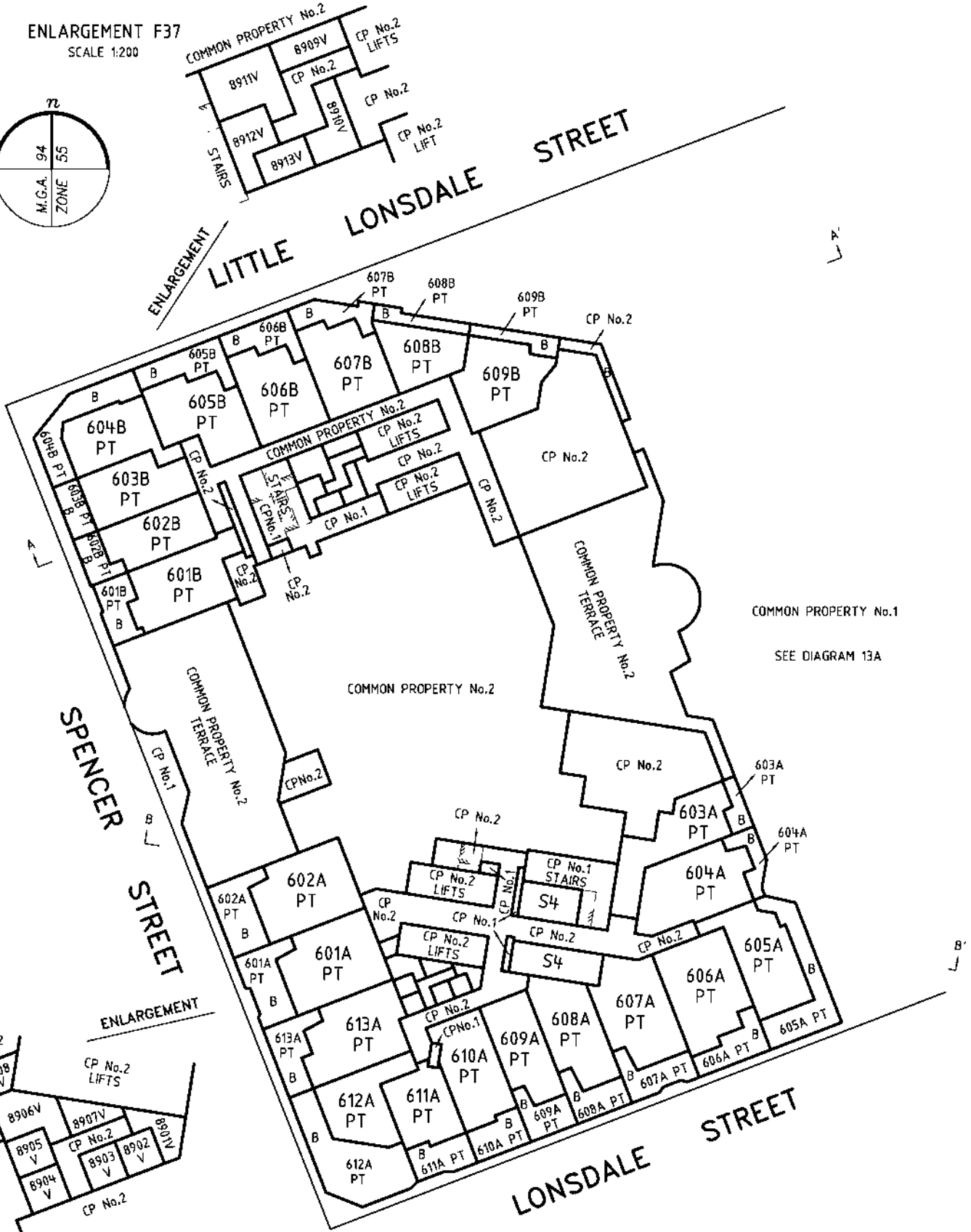
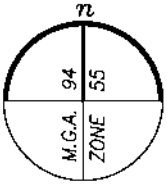
FIFTH STOREY (PART)
ENLARGEMENT F36

LICENSED SURVEYOR LACHLAN JAMES McCLEARY	SCALE 1:150	1.5 0 3 6 LENGTHS ARE IN METRES
DATE 15/06/23	REFERENCE 302547	ORIGINAL SHEET SIZE A3
VERSION C	DRAWING 30254711-AC	SHEET 63

PLAN OF SUBDIVISION

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ENLARGEMENT F37
SCALE 1:200

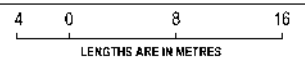


ENLARGEMENT F38
SCALE 1:200

SIXTH STOREY (PART)
DIAGRAM 13

LICENSED SURVEYOR LACHLAN JAMES McCLEARY

SCALE
1:400



DATE 15/06/23

REFERENCE 302547

ORIGINAL SHEET SIZE A3

VERSION C

DRAWING 30254711-AC

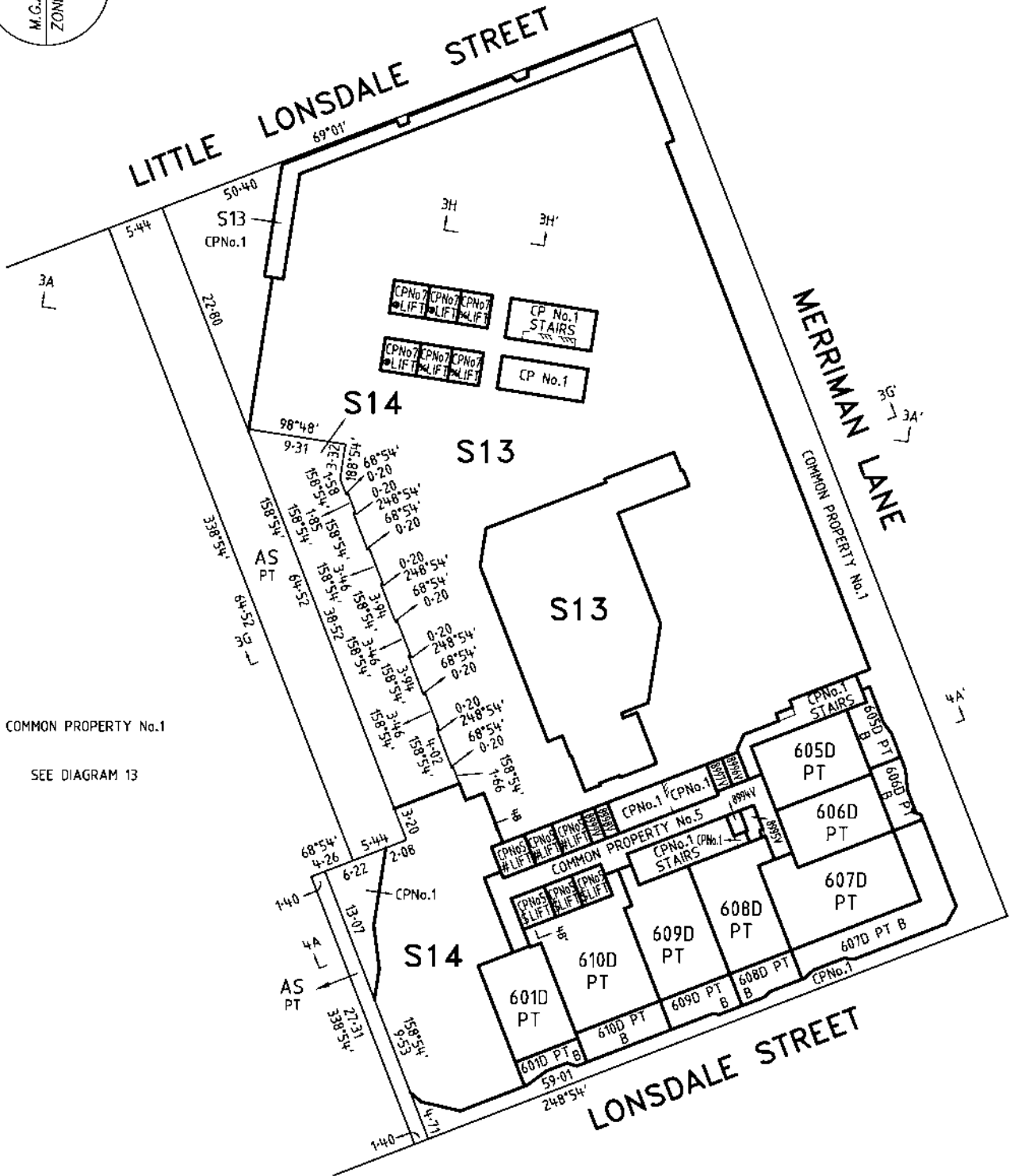
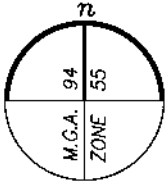
SHEET 64



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COMMON PROPERTY No.1
SEE DIAGRAM 13

SIXTH STOREY (PART)
DIAGRAM 13A

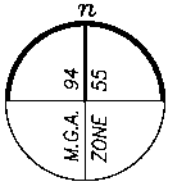
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 65



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LITTLE LONSDALE STREET



COMMON PROPERTY No.1

SEE DIAGRAM 14A

COMMON PROPERTY No.2
VOID

COMMON PROPERTY No.2

ENLARGEMENT F39
SCALE 1:200

SEVENTH STOREY (PART)
DIAGRAM 14

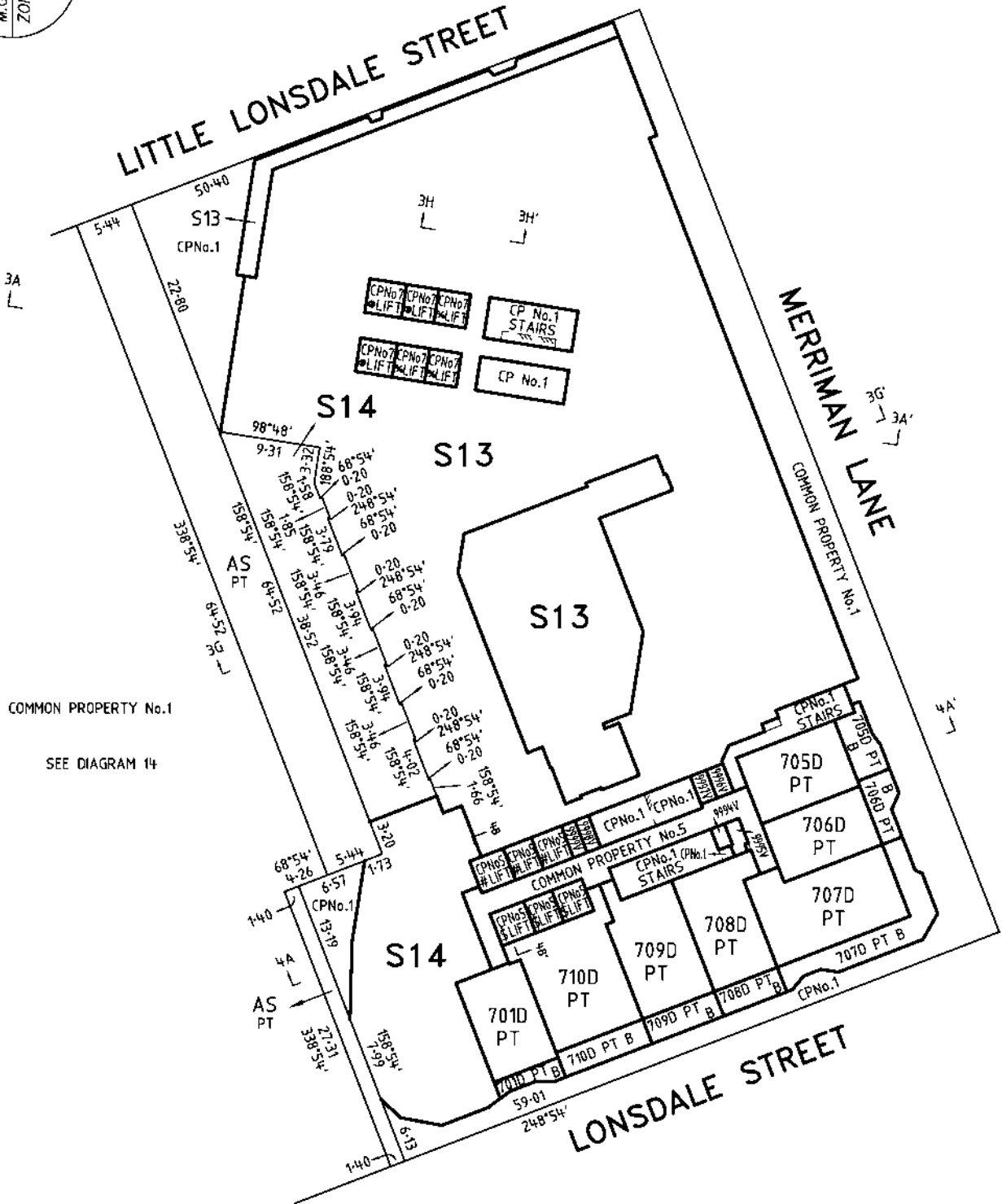
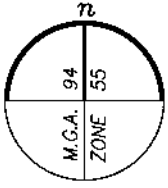
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 66



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COMMON PROPERTY No.1
SEE DIAGRAM 14

SEVENTH STOREY (PART)
DIAGRAM 14A

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 67

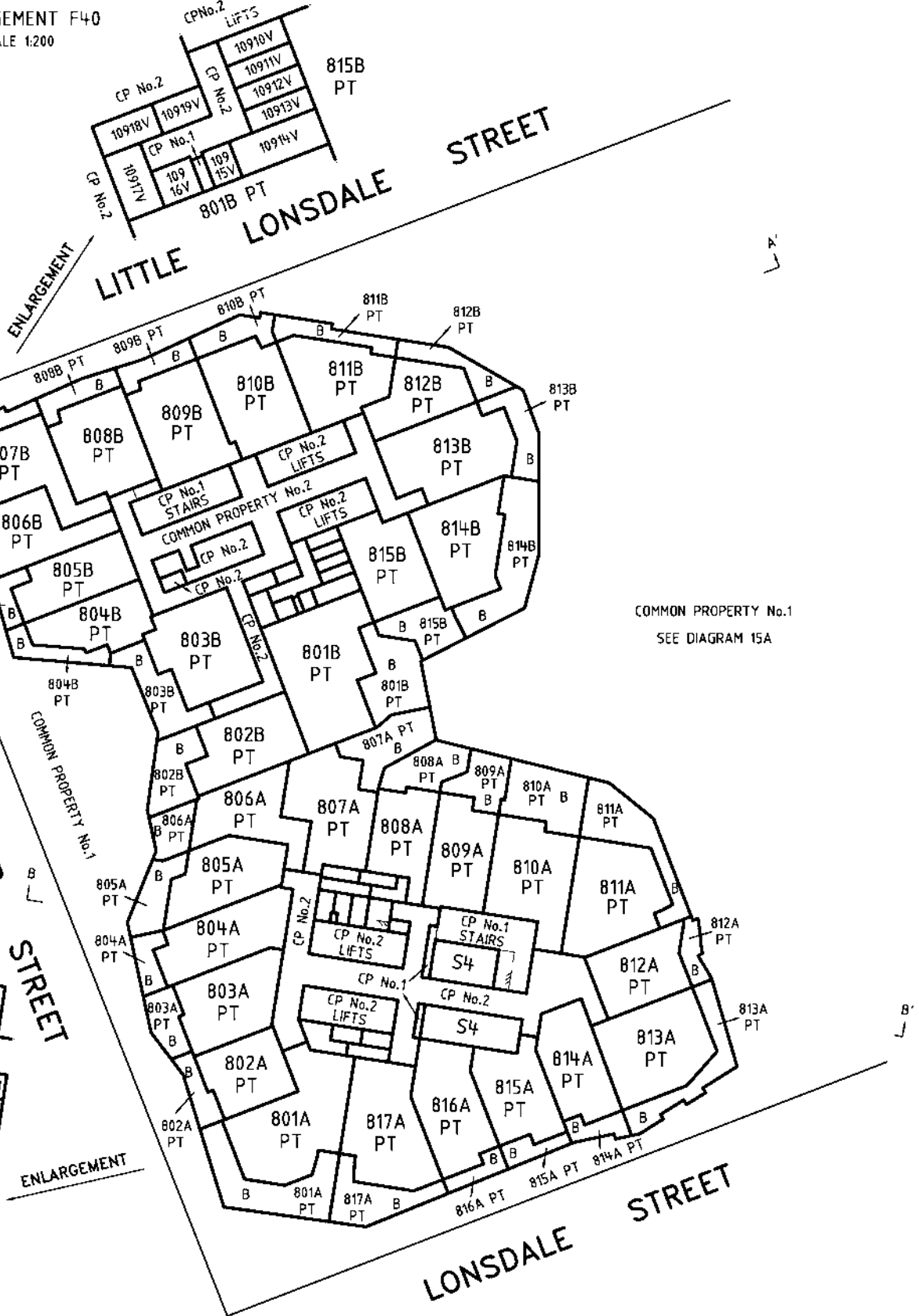
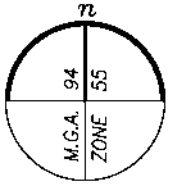


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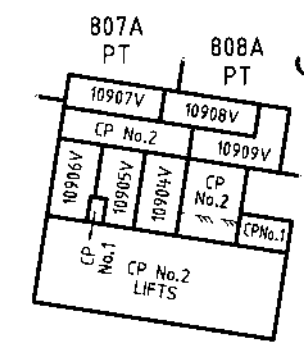
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ENLARGEMENT F40
SCALE 1:200



COMMON PROPERTY No.1
SEE DIAGRAM 15A



ENLARGEMENT F41
SCALE 1:200

EIGHTH STOREY (PART)
DIAGRAM 15

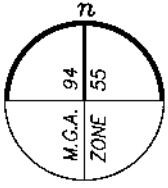
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 68



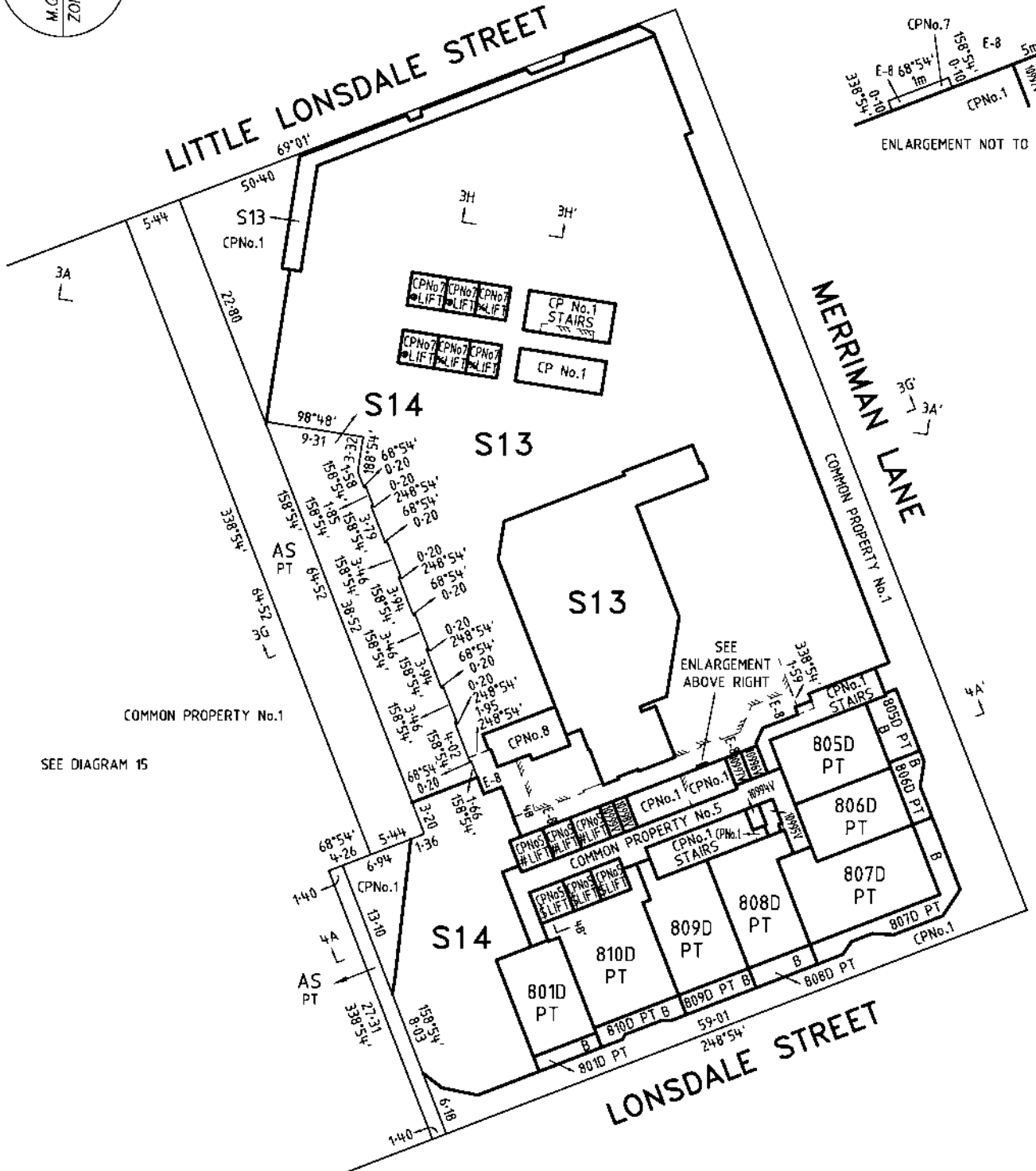
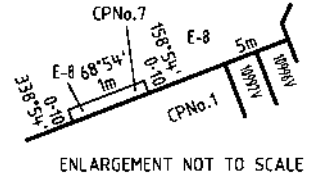
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S13



**EIGHTH STOREY (PART)
DIAGRAM 15A**

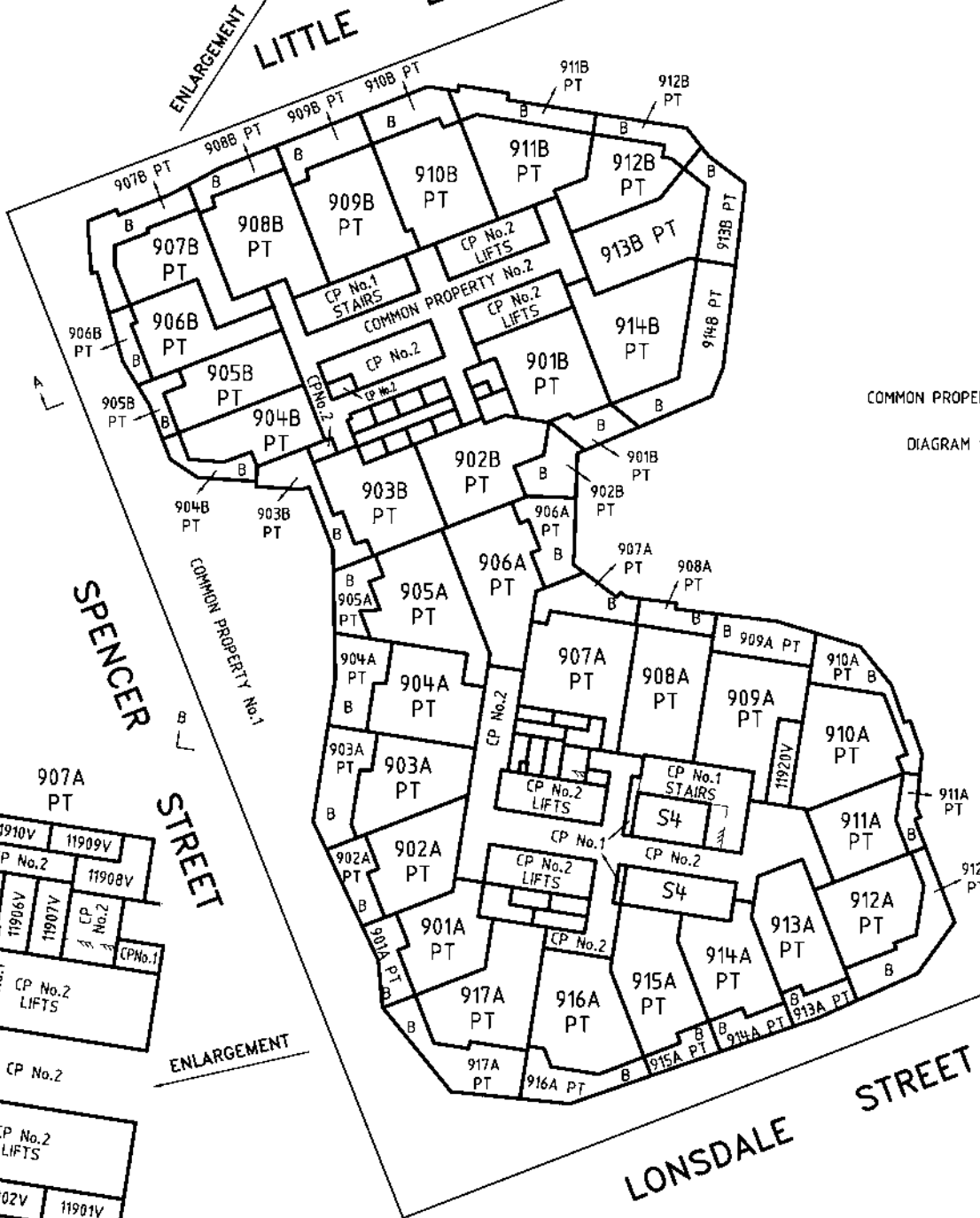
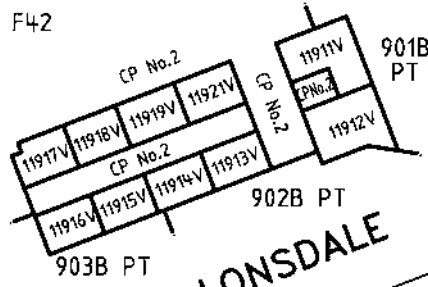
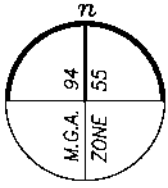
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 69

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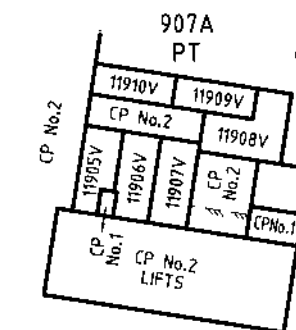
PLAN OF SUBDIVISION

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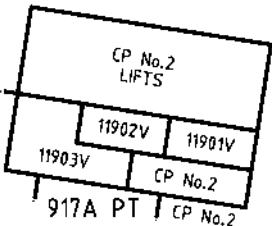
ENLARGEMENT F42
SCALE 1:200



COMMON PROPERTY No.1
DIAGRAM 16A



ENLARGEMENT F43
SCALE 1:200



NINTH STOREY (PART)
DIAGRAM 16

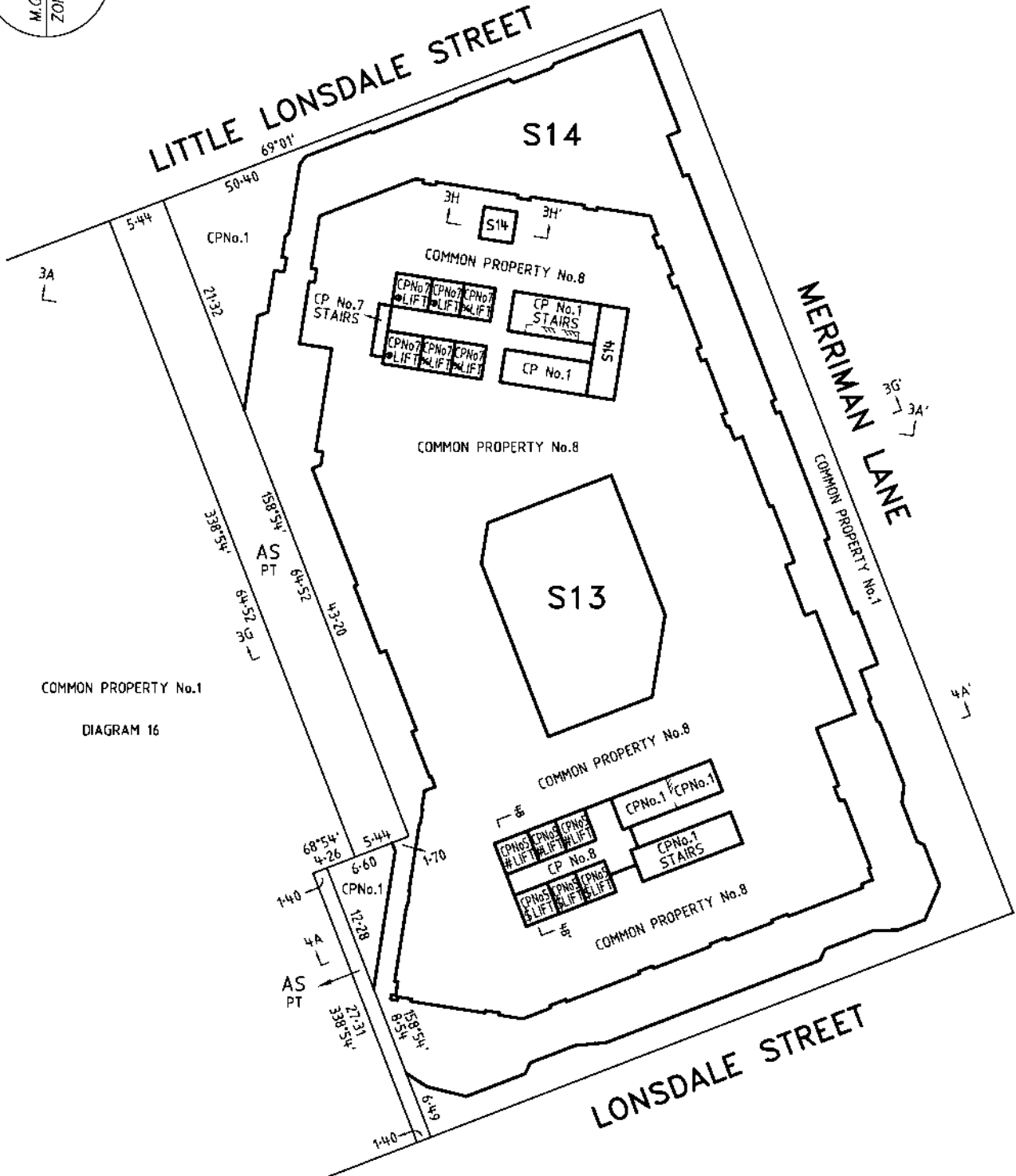
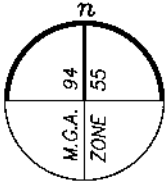
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 70



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COMMON PROPERTY No.1
DIAGRAM 16

NINTH STOREY (PART)
DIAGRAM 16A

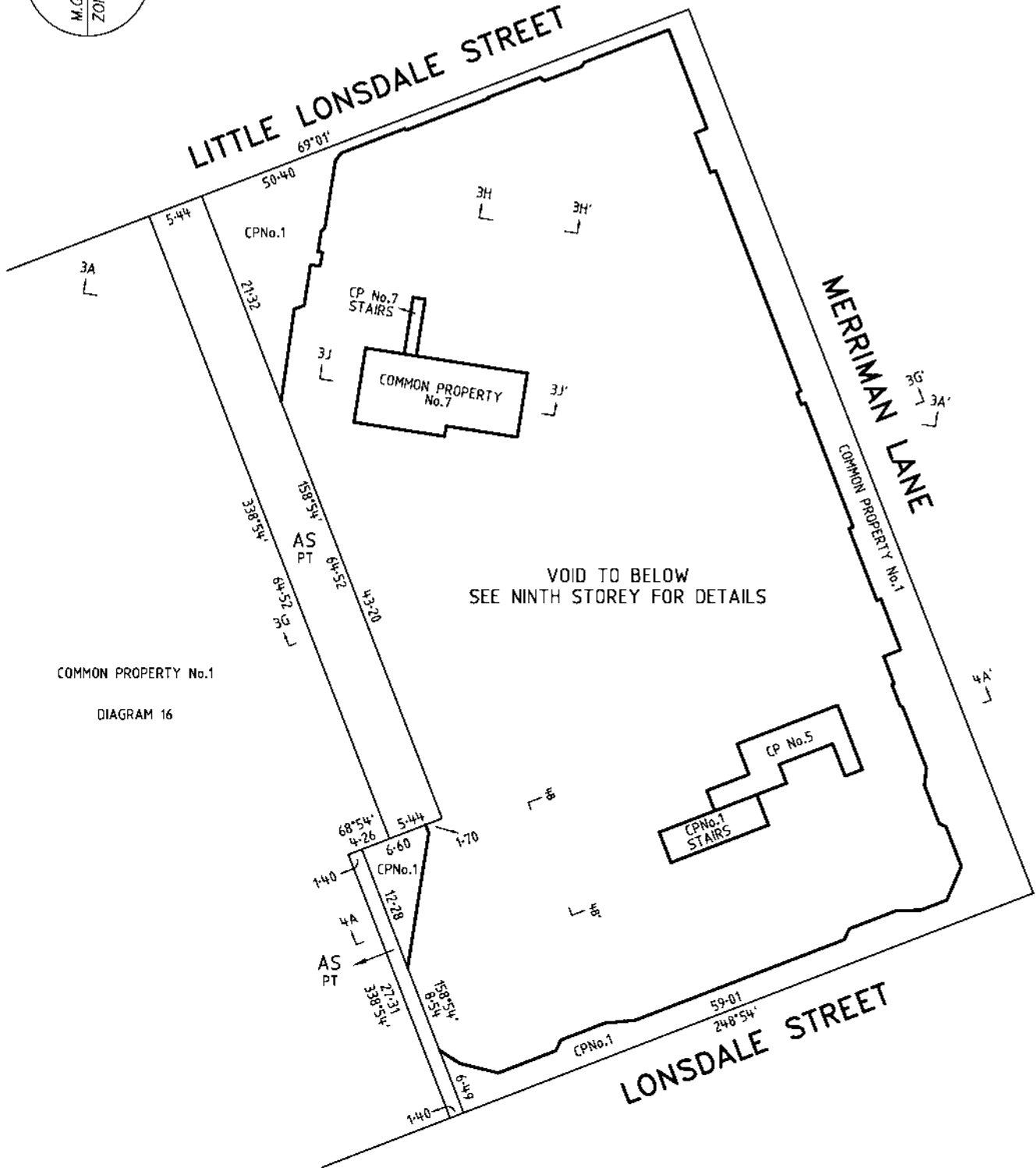
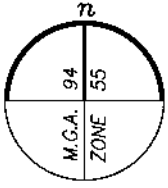
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 71



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COMMON PROPERTY No.1
DIAGRAM 16

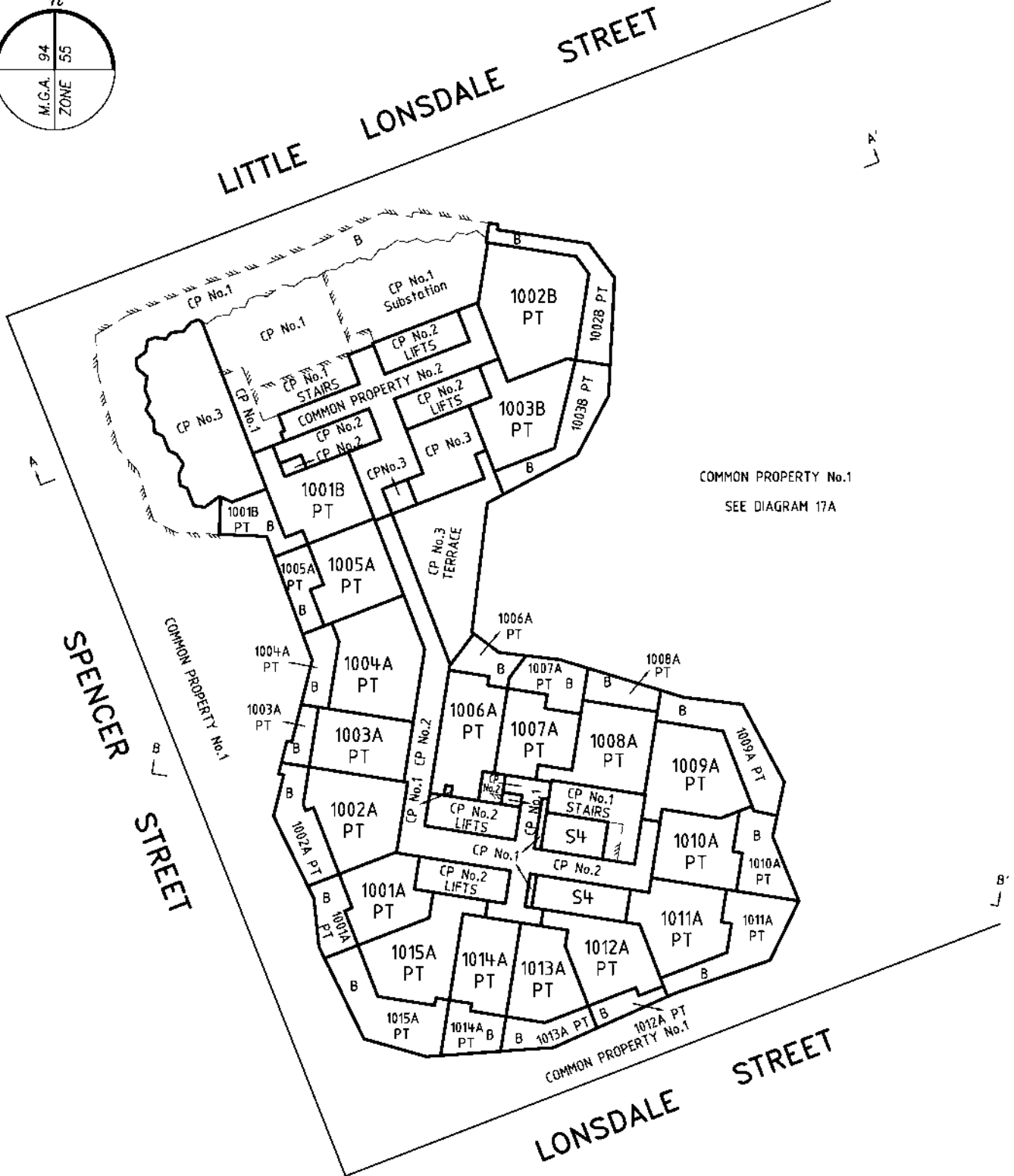
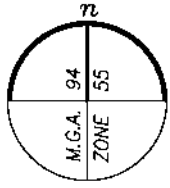
NINTH STOREY MEZZANINE
DIAGRAM 16AM

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 72

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TENTH STOREY (PART)
DIAGRAM 17

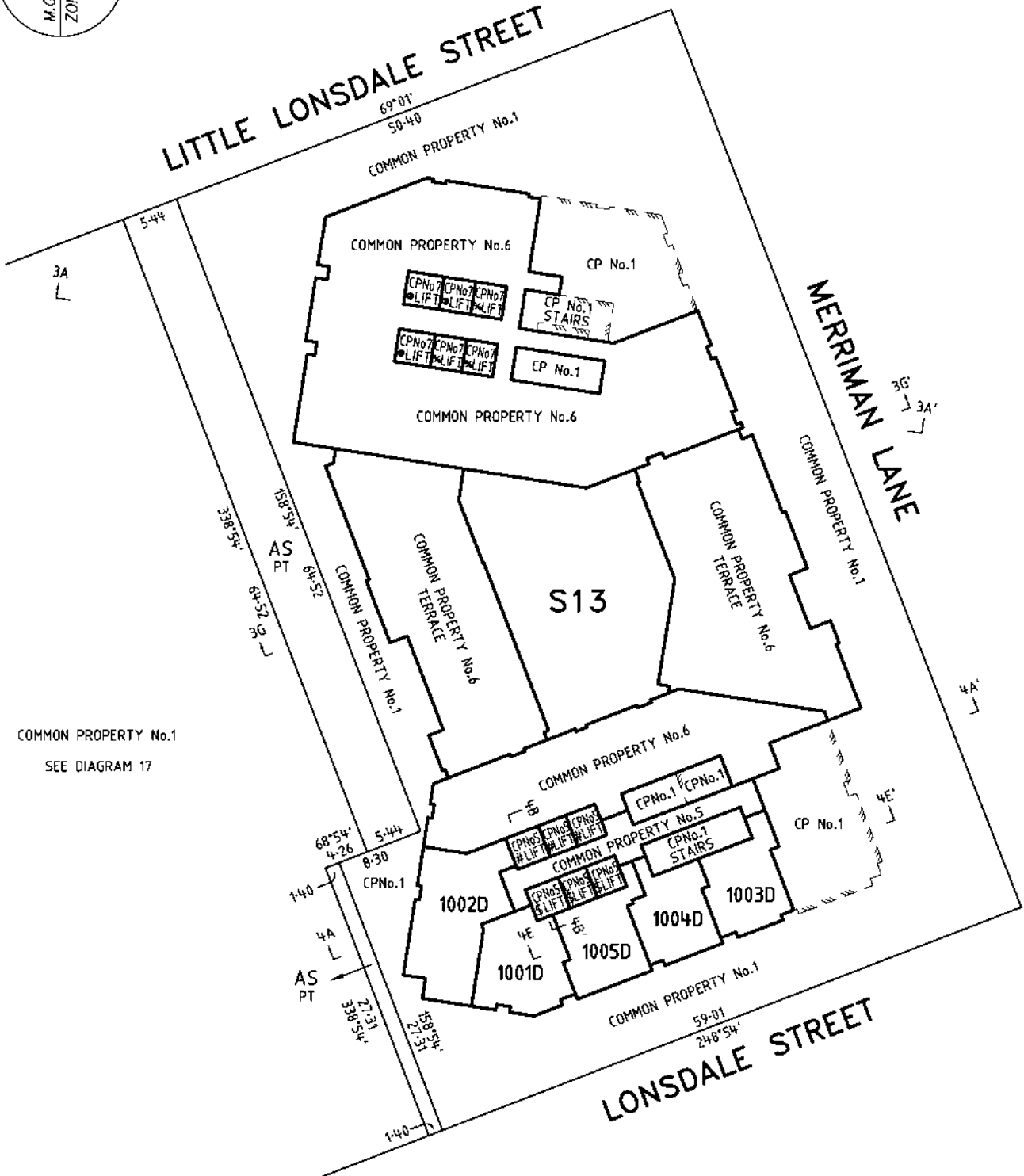
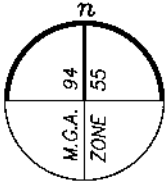
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 73



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COMMON PROPERTY No.1
SEE DIAGRAM 17

TENTH STOREY (PART)
DIAGRAM 17A

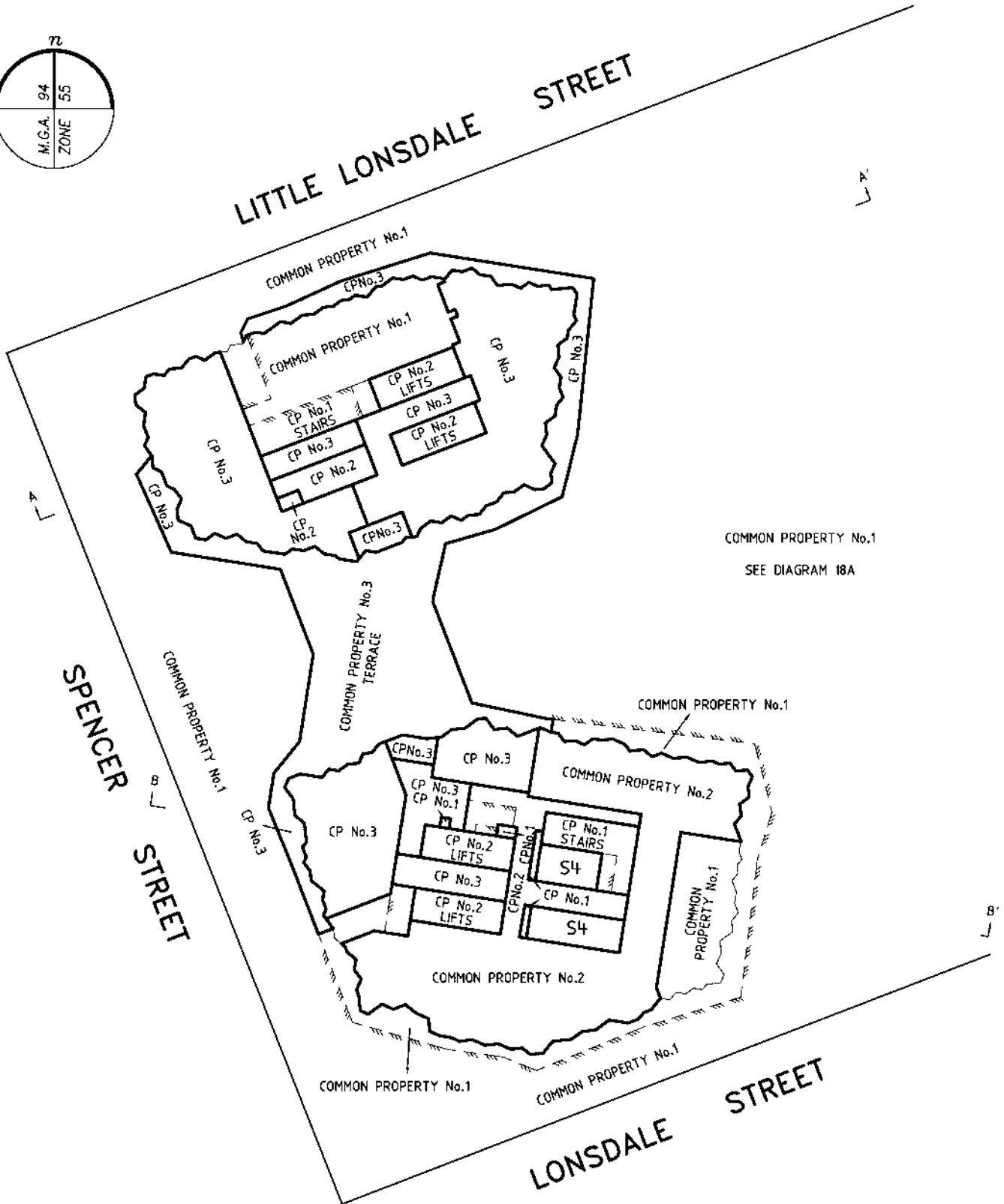
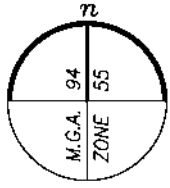
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 74



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COMMON PROPERTY No.1
SEE DIAGRAM 18A

ELEVENTH STOREY
DIAGRAM 18

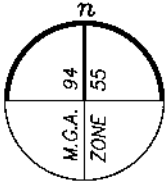
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	ORIGINAL SHEET SIZE A3
				SHEET 75



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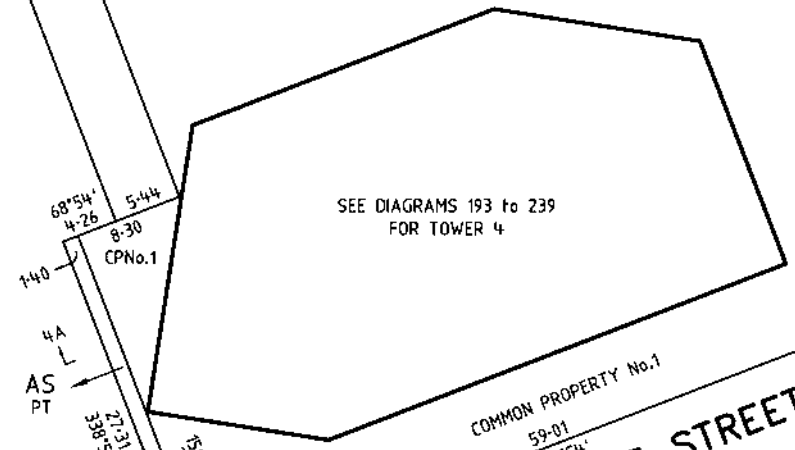
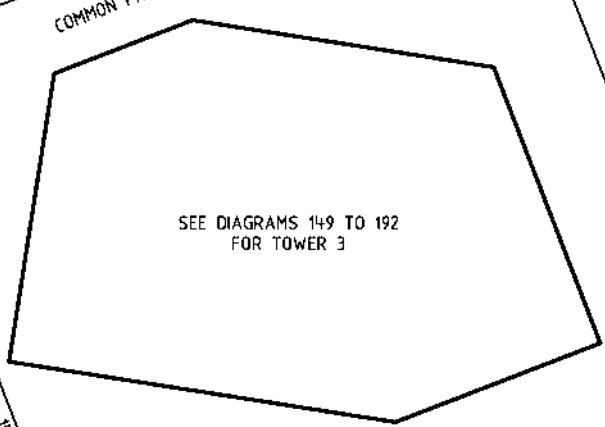
PS 746092G



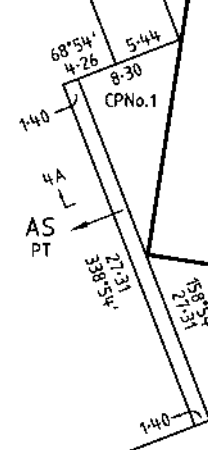
LITTLE LONSDALE STREET
 69°01'
 50.40
 COMMON PROPERTY No.1

MERRIMAN LANE
 3A'
 4A'

LONSDALE STREET
 59-01
 248°54'



COMMON PROPERTY No.1
 SEE DIAGRAM 18



**SITE PLAN
 ELEVENTH STOREY
 AND ABOVE
 DIAGRAM 18A**

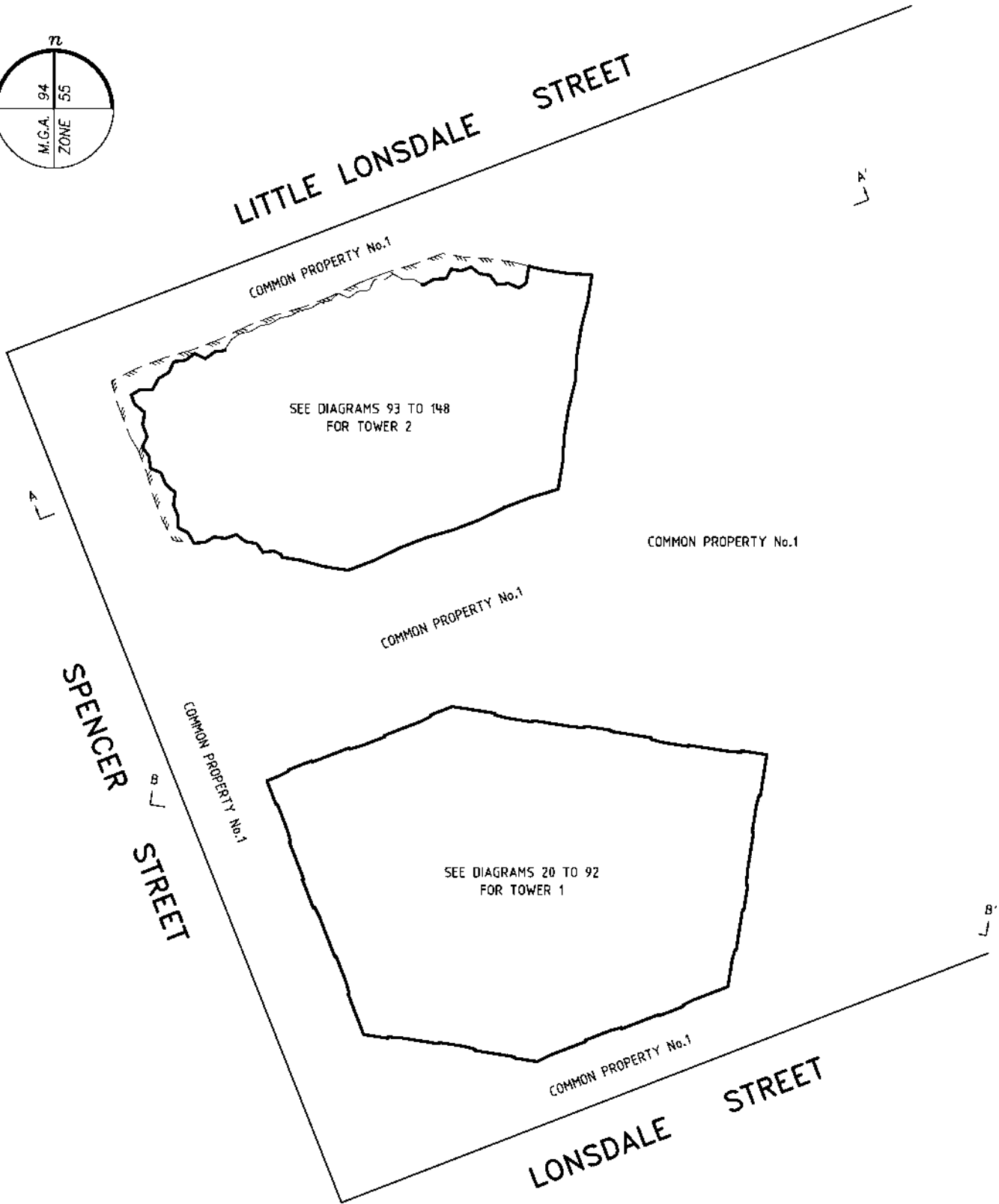
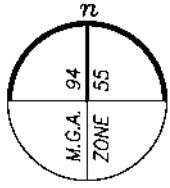
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 76

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**TWELFTH STOREY
DIAGRAM 19**

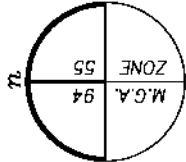
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:400	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 77



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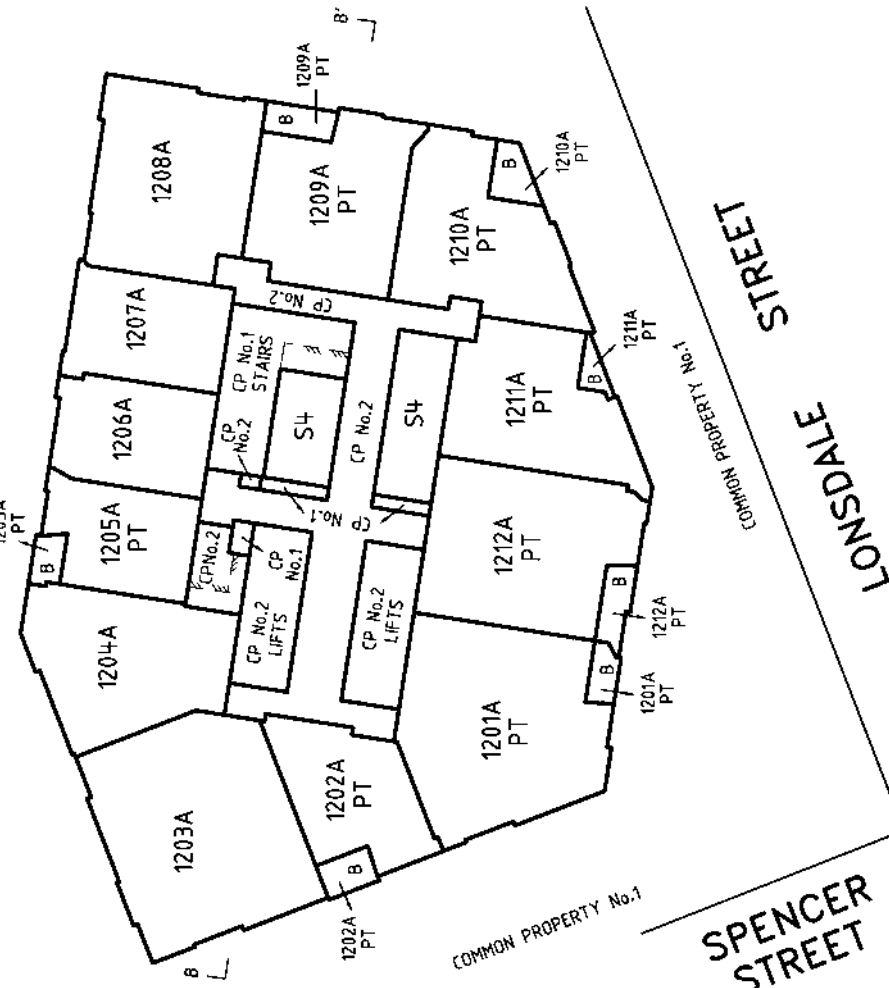
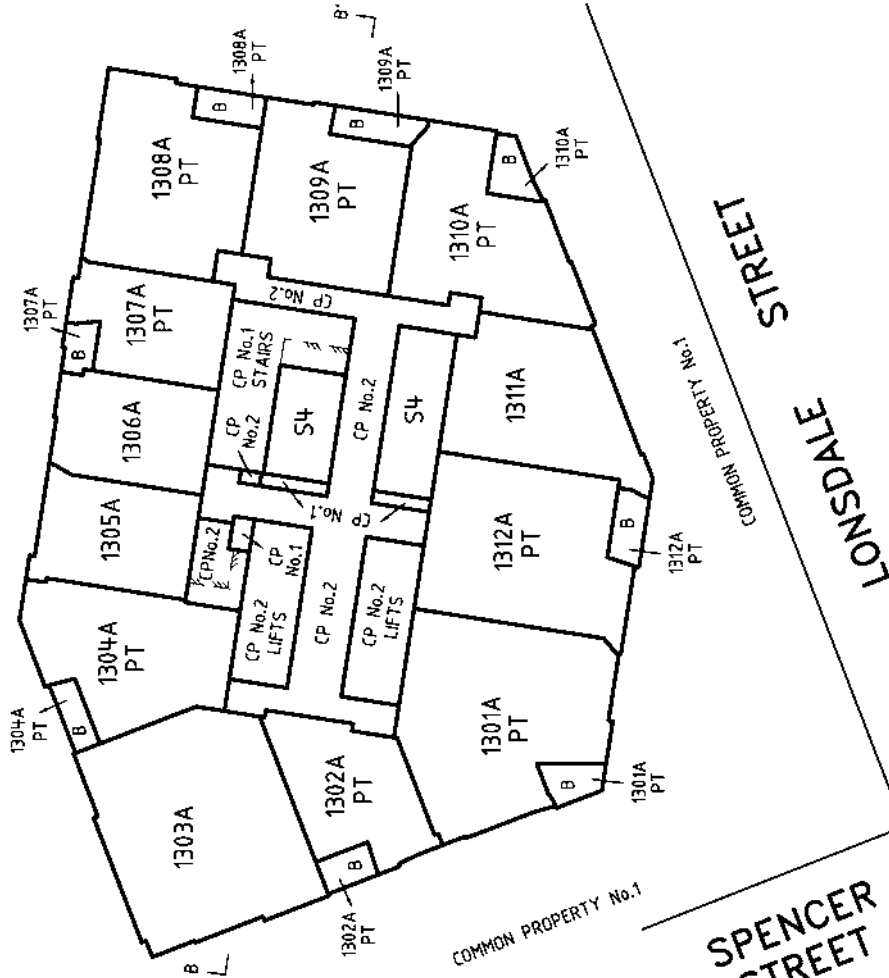
PS 746092G

PLAN OF SUBDIVISION



COMMON PROPERTY No.1

COMMON PROPERTY No.1



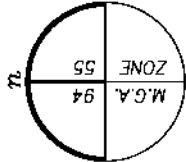
TOWER 1
THIRTEENTH STOREY
DIAGRAM 21

TOWER 1
TWELFTH STOREY
DIAGRAM 20

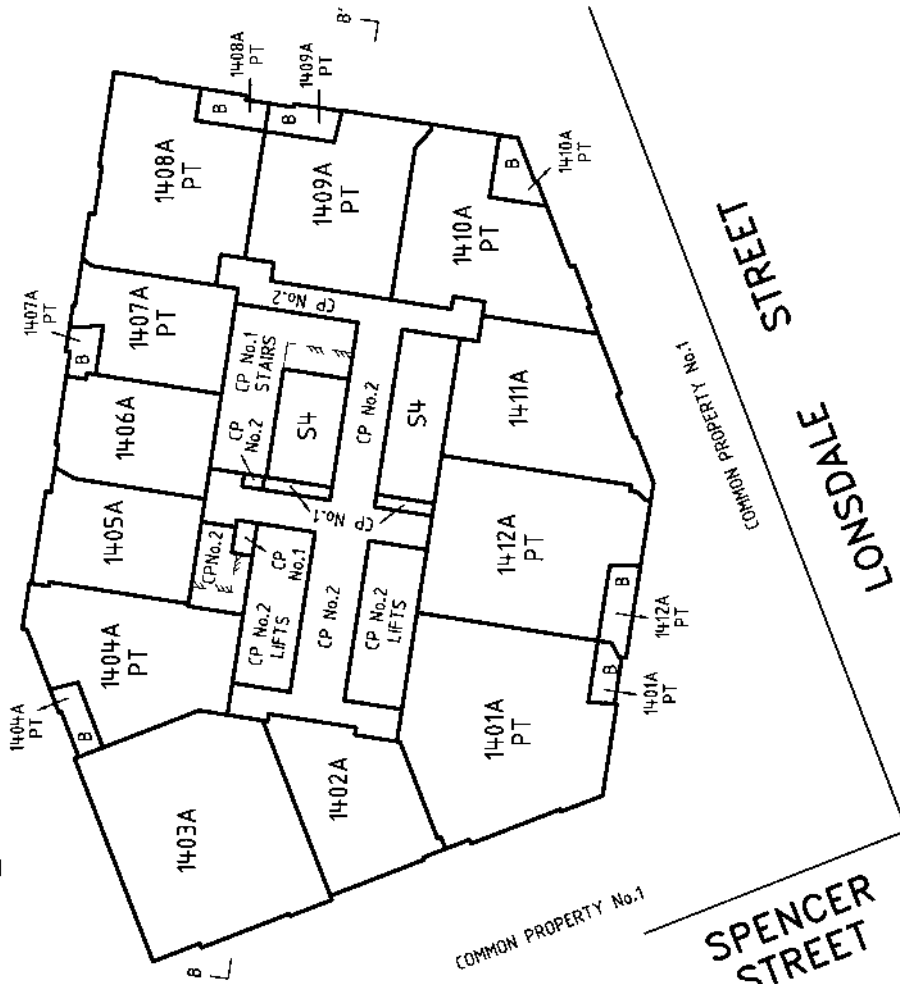
VERIS AUSTRALIA PTY LTD A CVL 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 6600 E Melbourne@veris.com.au W www.veris.com.au	LICENSED SURVEYOR LACHLAN JAMES McCLEARY	SCALE 1:300	ORIGINAL SHEET SIZE A3
	DATE 15/06/23 VERSION C	REFERENCE 302547 DRAWING 30254711-AC	LENGTHS ARE IN METRES 3 0 6 12

PS 746092G

PLAN OF SUBDIVISION

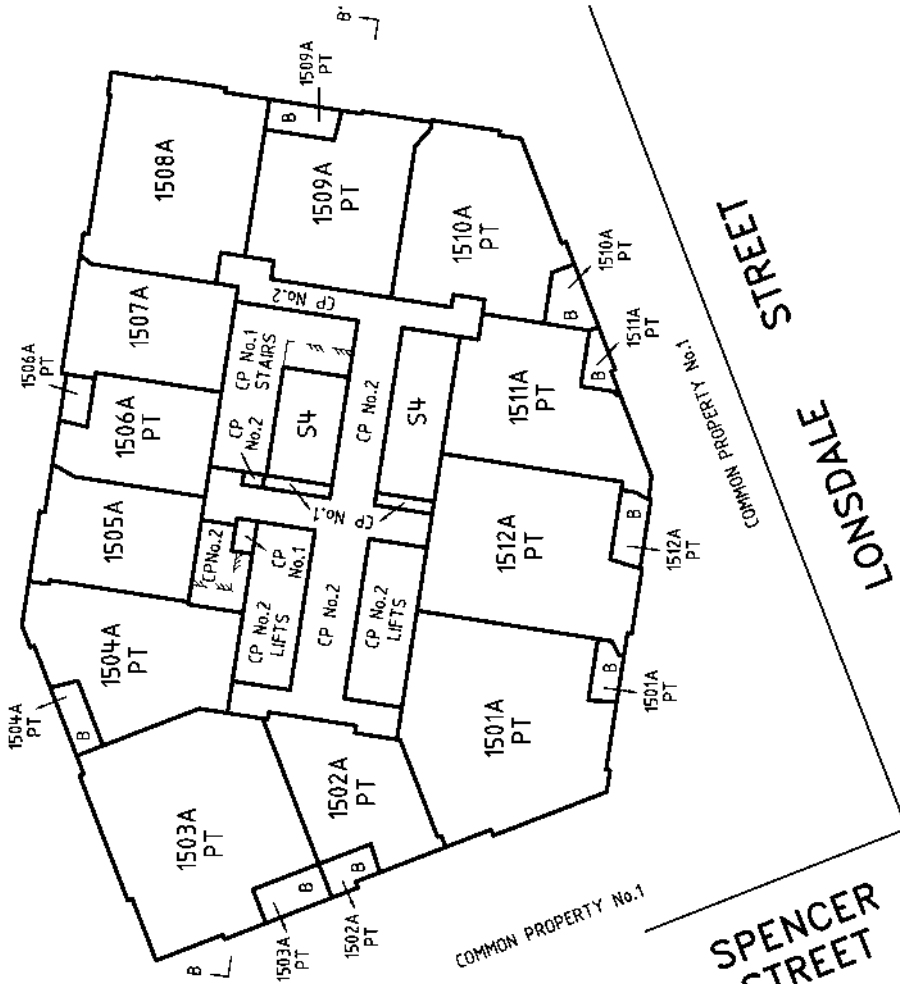


COMMON PROPERTY No.1



TOWER 1
FOURTEENTH STOREY
DIAGRAM 22

COMMON PROPERTY No.1



TOWER 1
FIFTEENTH STOREY
DIAGRAM 23

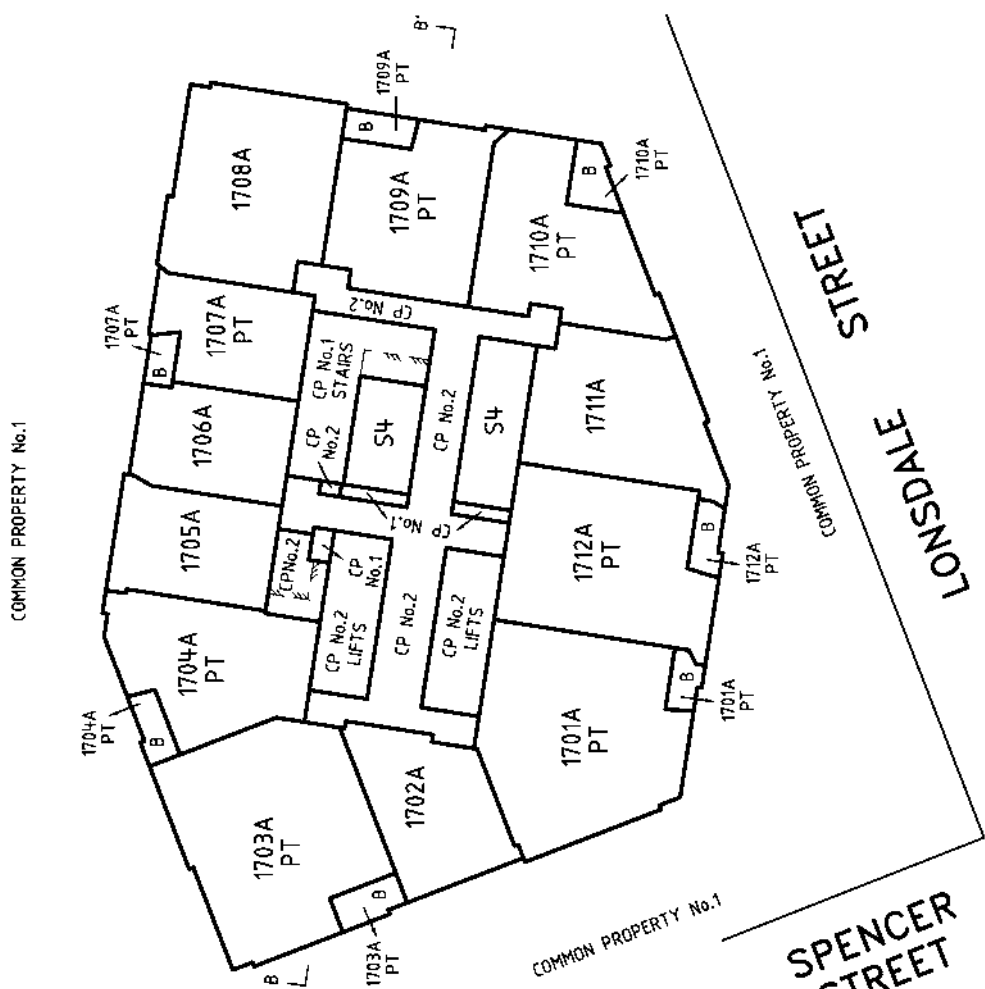
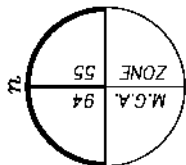
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LICENSED SURVEYOR	LACHLAN JAMES McCLEARY
DATE	15/06/23
REFERENCE	302547
VERSION	C
DRAWING	30254711-AC

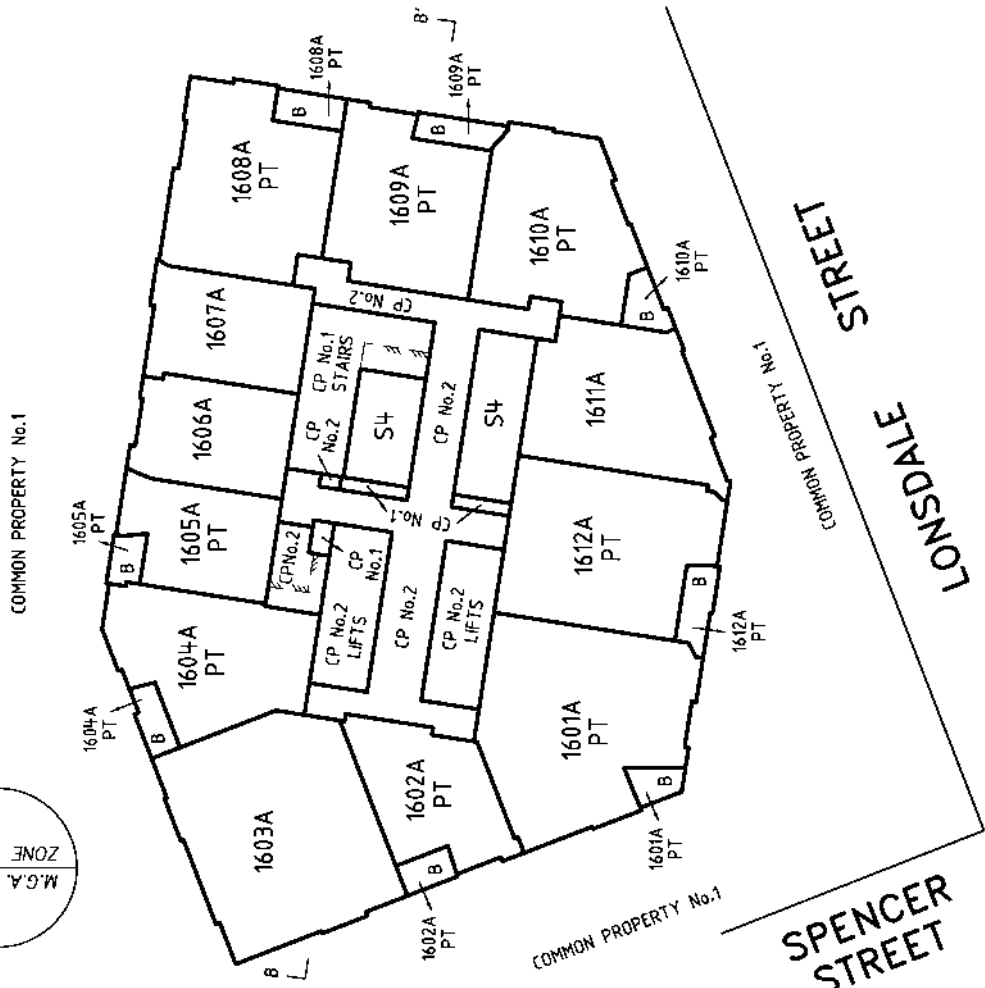
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 79

PS 746092G

PLAN OF SUBDIVISION



**TOWER 1
SEVENTEENTH STOREY
DIAGRAM 25**

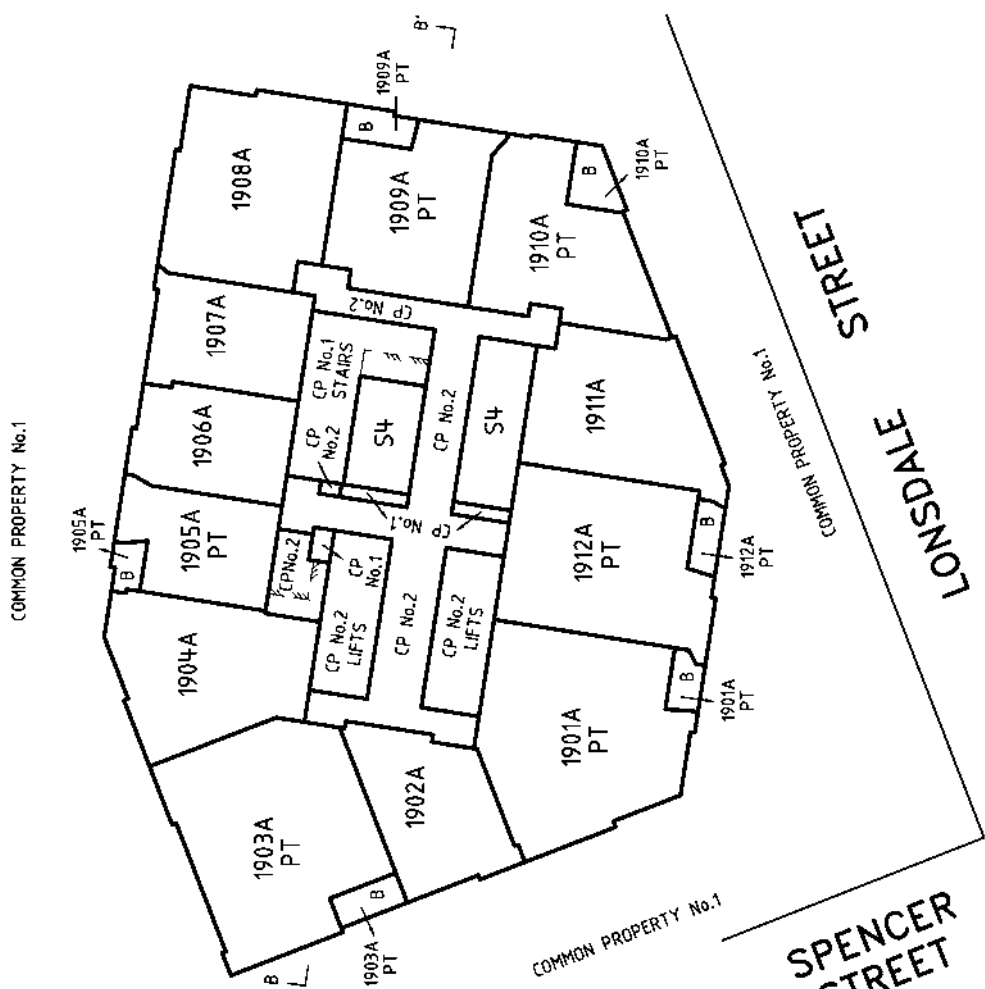
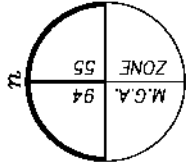


**TOWER 1
SIXTEENTH STOREY
DIAGRAM 24**

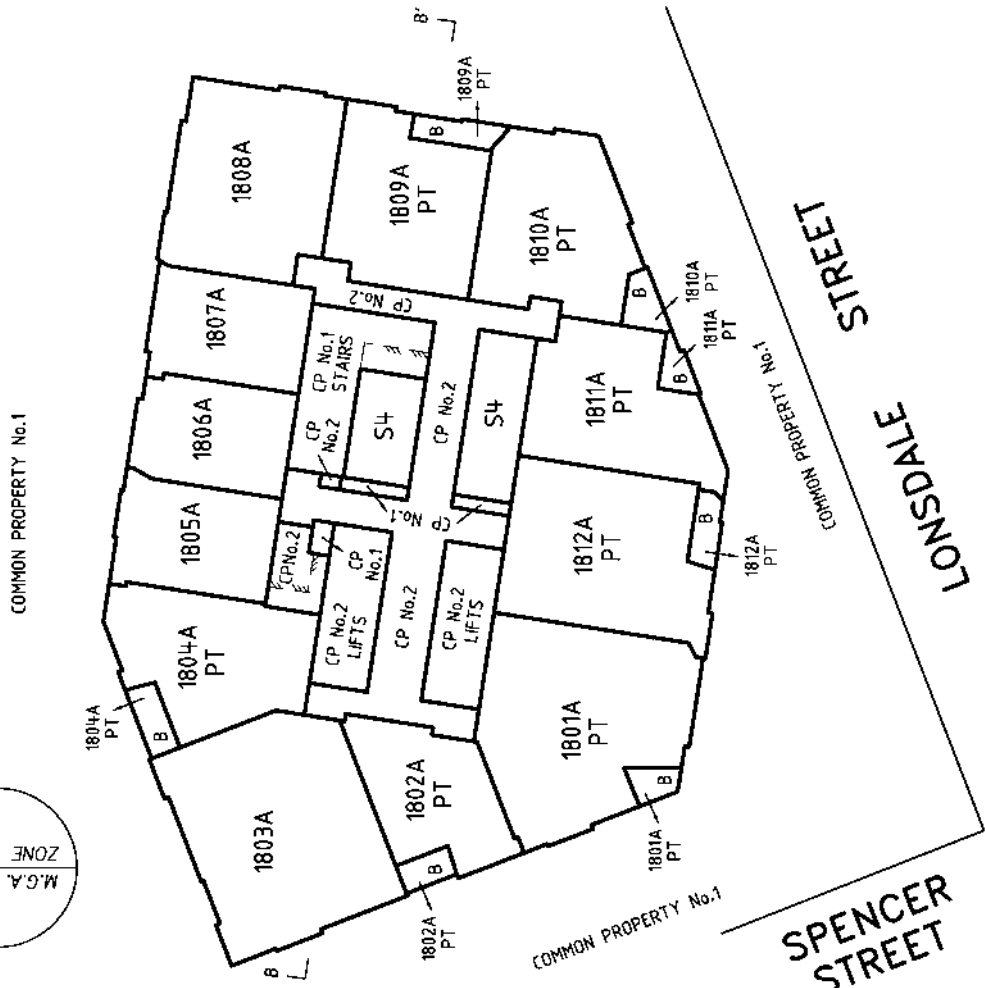
VERIS AUSTRALIA PTY LTD A CVC 3, 1 Southpark Blvd Southbank VIC 3006 T +61 3 7019 6600 E Melbourne@veris.com.au W www.veris.com.au	LICENSED SURVEYOR LACHLAN JAMES McCLEARY	SCALE 1:300	ORIGINAL SHEET SIZE A3
	DATE 15/06/23 VERSION C	REFERENCE 302547 DRAWING 30254711-AC	LENGTHS ARE IN METRES 3 0 6 12

PS 746092G

PLAN OF SUBDIVISION



**TOWER 1
NINETEENTH STOREY
DIAGRAM 27**

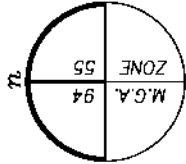


**TOWER 1
EIGHTEENTH STOREY
DIAGRAM 26**

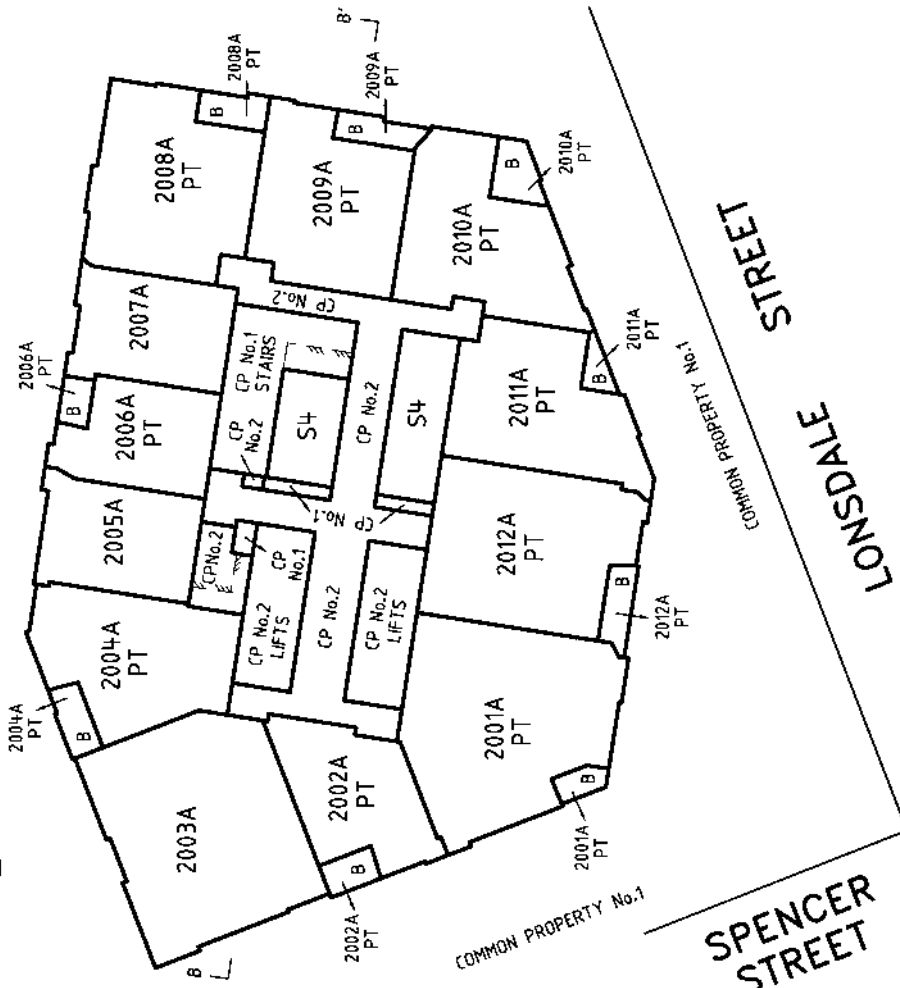
<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>	<p>SCALE 1:300</p>		<p>ORIGINAL SHEET SIZE A3</p>
	<p>LENGTHS ARE IN METRES</p> <p>3 0 6 12</p>		<p>SHEET 81</p>
<p>DATE 15/06/23</p>	<p>REFERENCE 302547</p>		
<p>VERSION C</p>	<p>DRAWING 30254711-AC</p>		
<p>VERIS AUSTRALIA PTY LTD A CVL 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 6600 E Melbourne@veris.com.au W www.veris.com.au</p>			

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PLAN OF SUBDIVISION

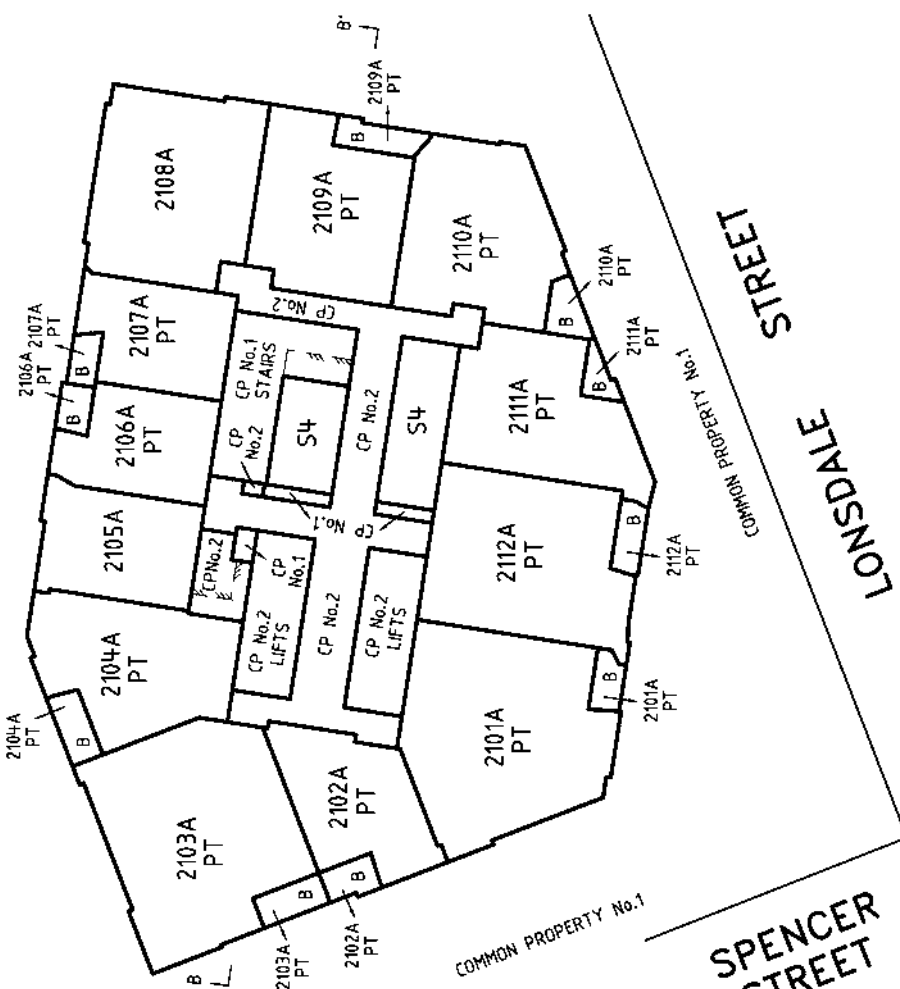


COMMON PROPERTY No.1



TOWER 1
TWENTIETH STOREY
DIAGRAM 28

COMMON PROPERTY No.1



TOWER 1
TWENTY-FIRST STOREY
DIAGRAM 29

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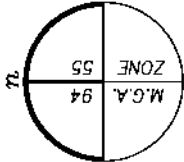
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DATE	15/06/23
REFERENCE	302547
VERSION	C
DRAWING	30254711-AC

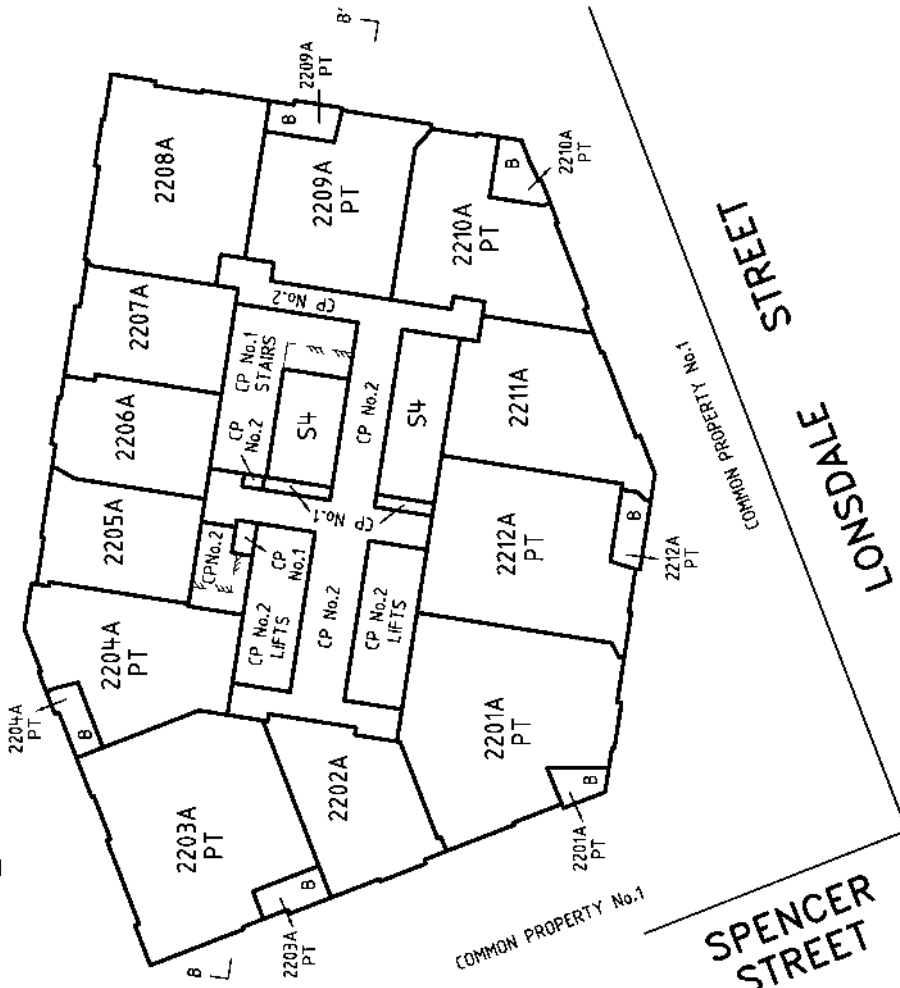
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 82

PS 746092G

PLAN OF SUBDIVISION

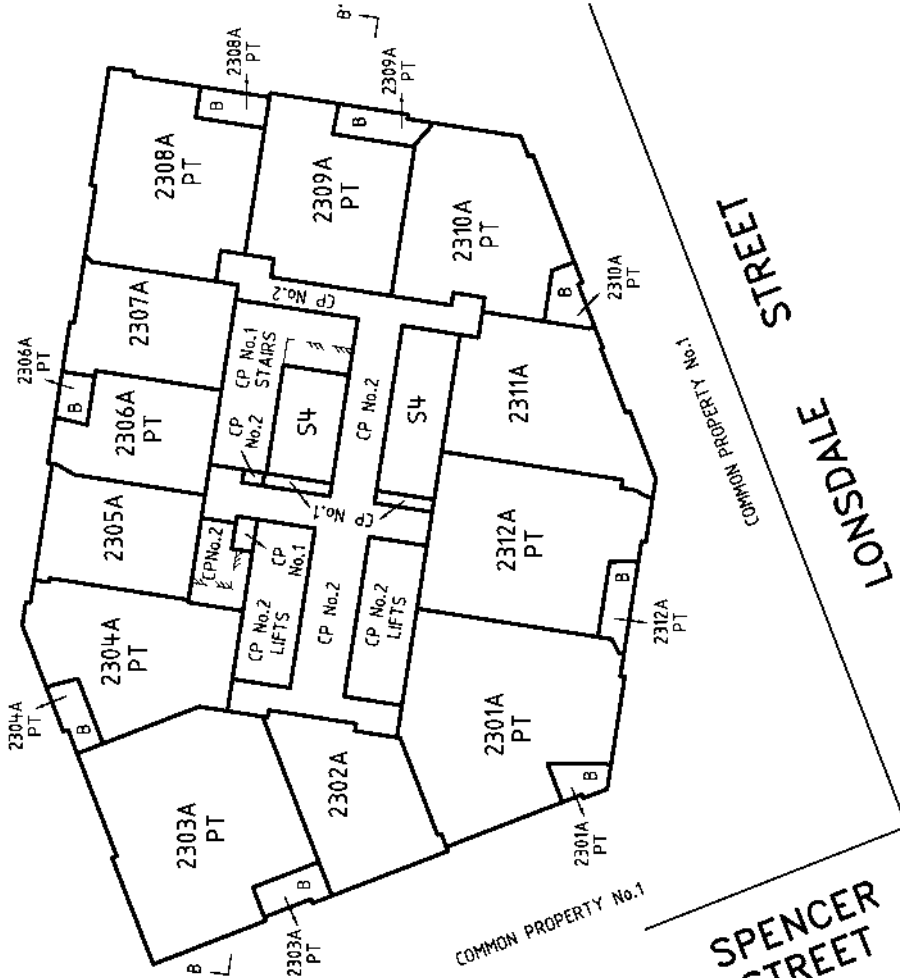


COMMON PROPERTY No.1



TOWER 1
TWENTY-SECOND STOREY
DIAGRAM 30

COMMON PROPERTY No.1



TOWER 1
TWENTY-THIRD STOREY
DIAGRAM 31

SPENCER STREET

SPENCER STREET

SPENCER STREET

LONSDALE STREET

LONSDALE STREET

LONSDALE STREET

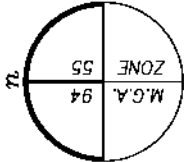
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REFERENCE	302547
DRAWING	30254711-AC

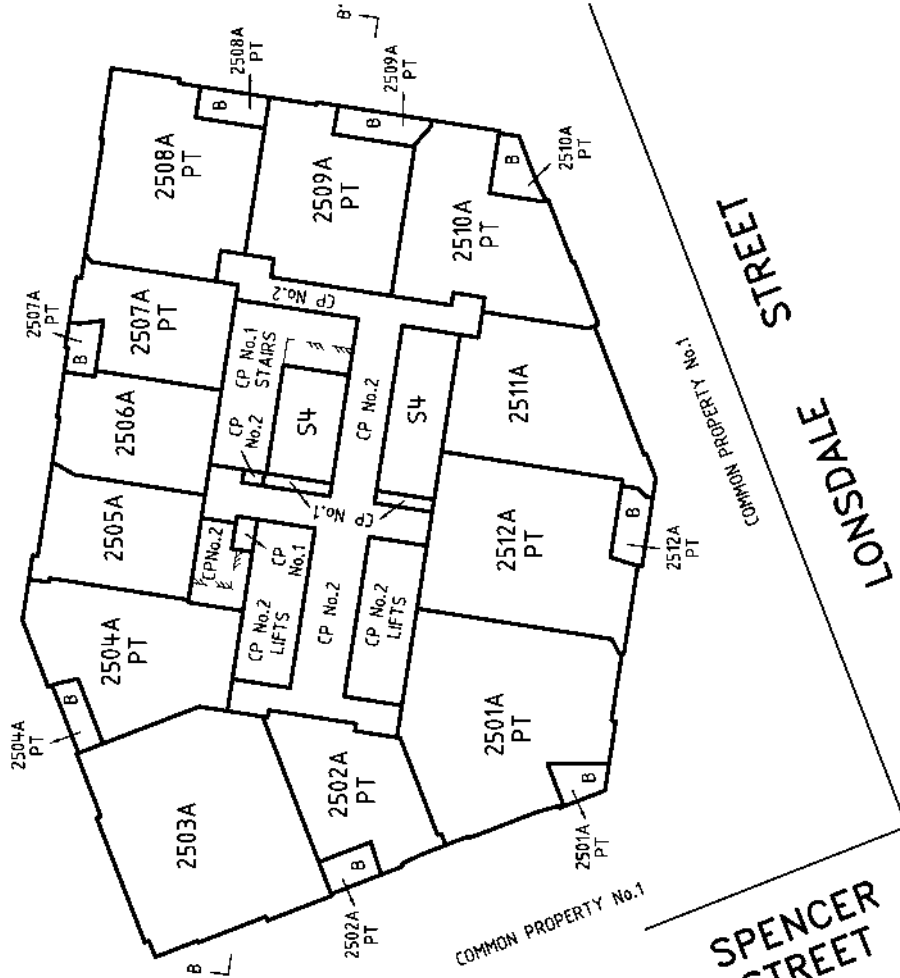
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 83

PS 746092G

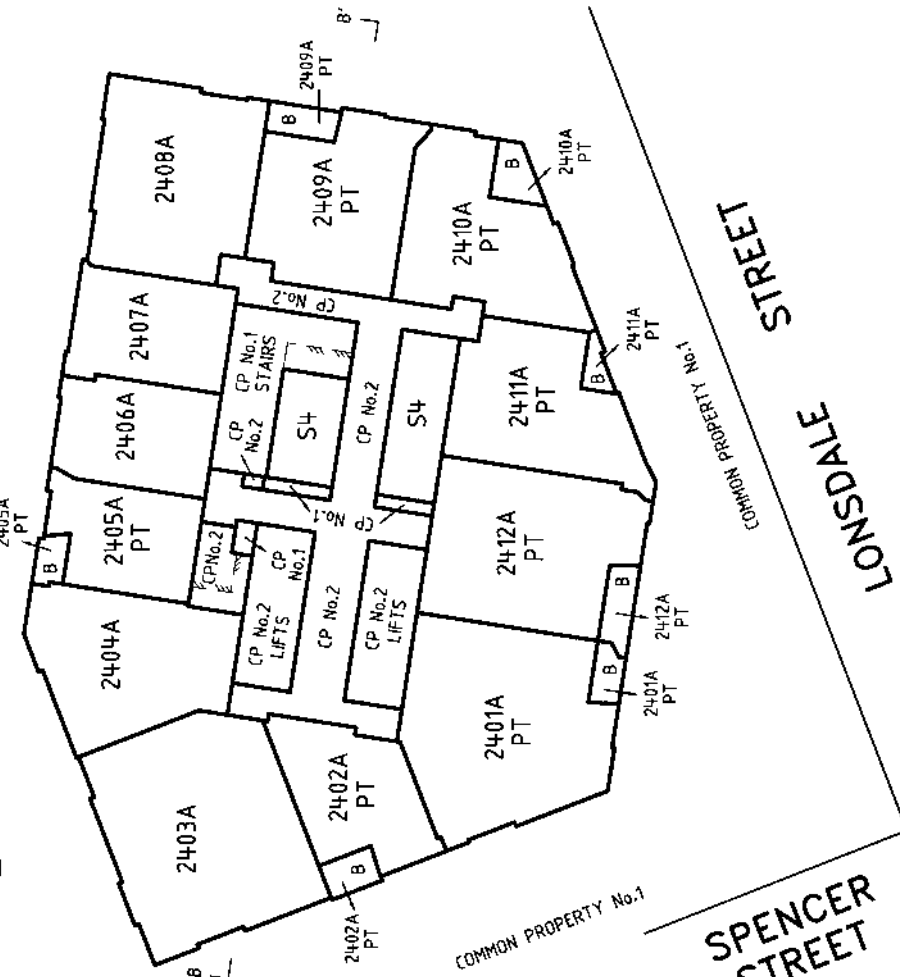
PLAN OF SUBDIVISION



COMMON PROPERTY No.1



COMMON PROPERTY No.1



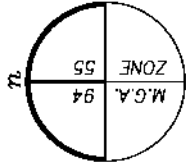
TOWER 1
TWENTY-FIFTH STOREY
DIAGRAM 33

TOWER 1
TWENTY-FOURTH STOREY
DIAGRAM 32

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	DATE 15/06/23 VERSION C	SCALE 1:300
REFERENCE 302547 DRAWING 30254711-AC		

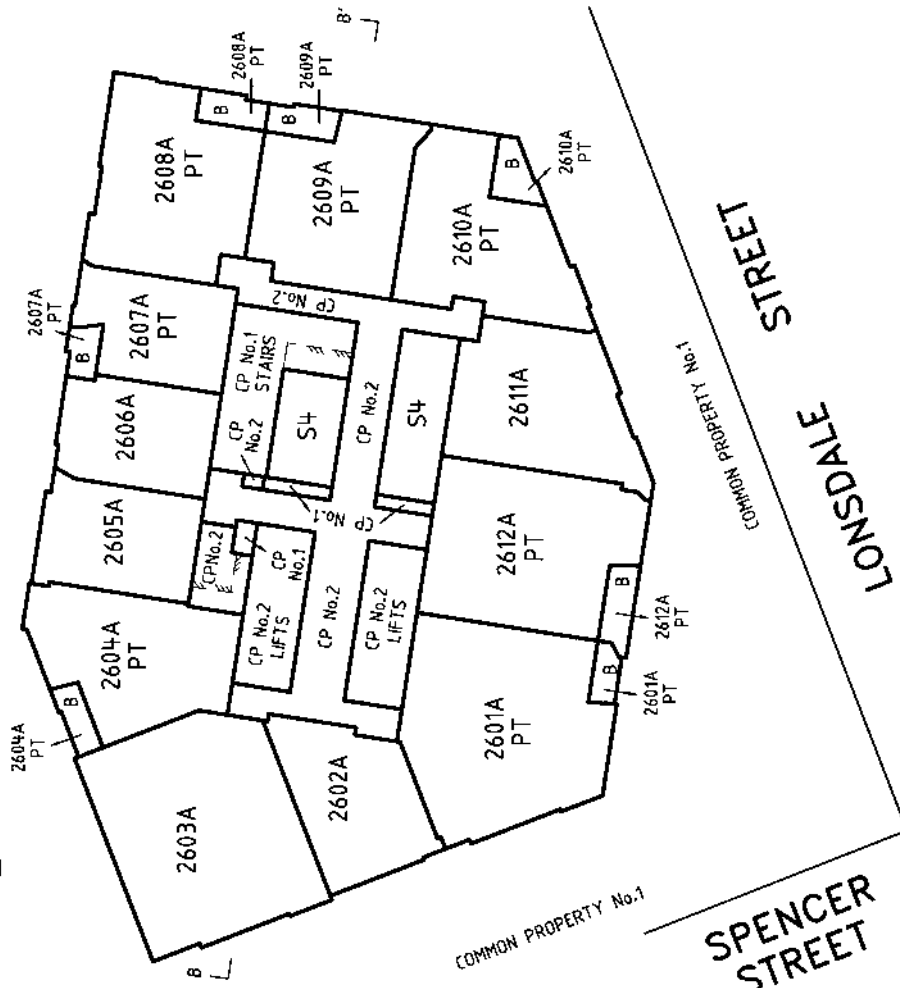
PS 746092G

PLAN OF SUBDIVISION

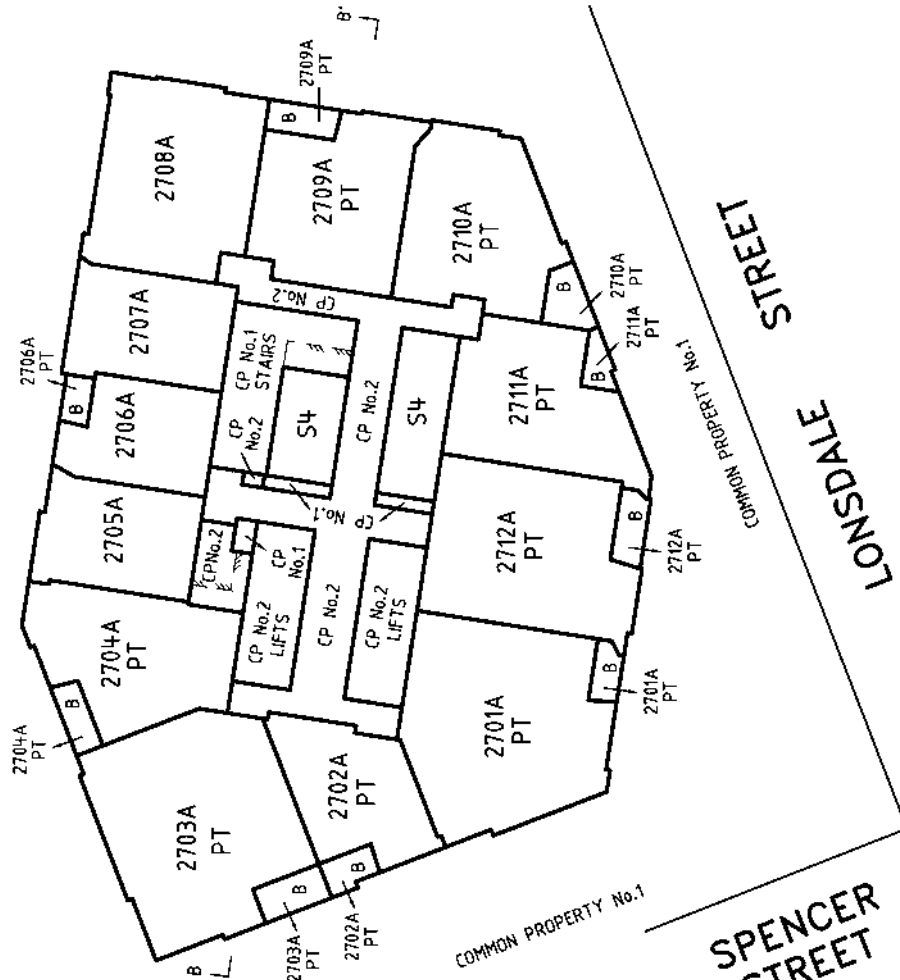


COMMON PROPERTY No.1

COMMON PROPERTY No.1



TOWER 1
TWENTY-SIXTH STOREY
DIAGRAM 34



TOWER 1
TWENTY-SEVENTH STOREY
DIAGRAM 35

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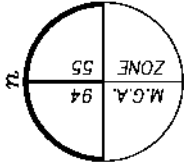
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DRAWING	30254711-AC

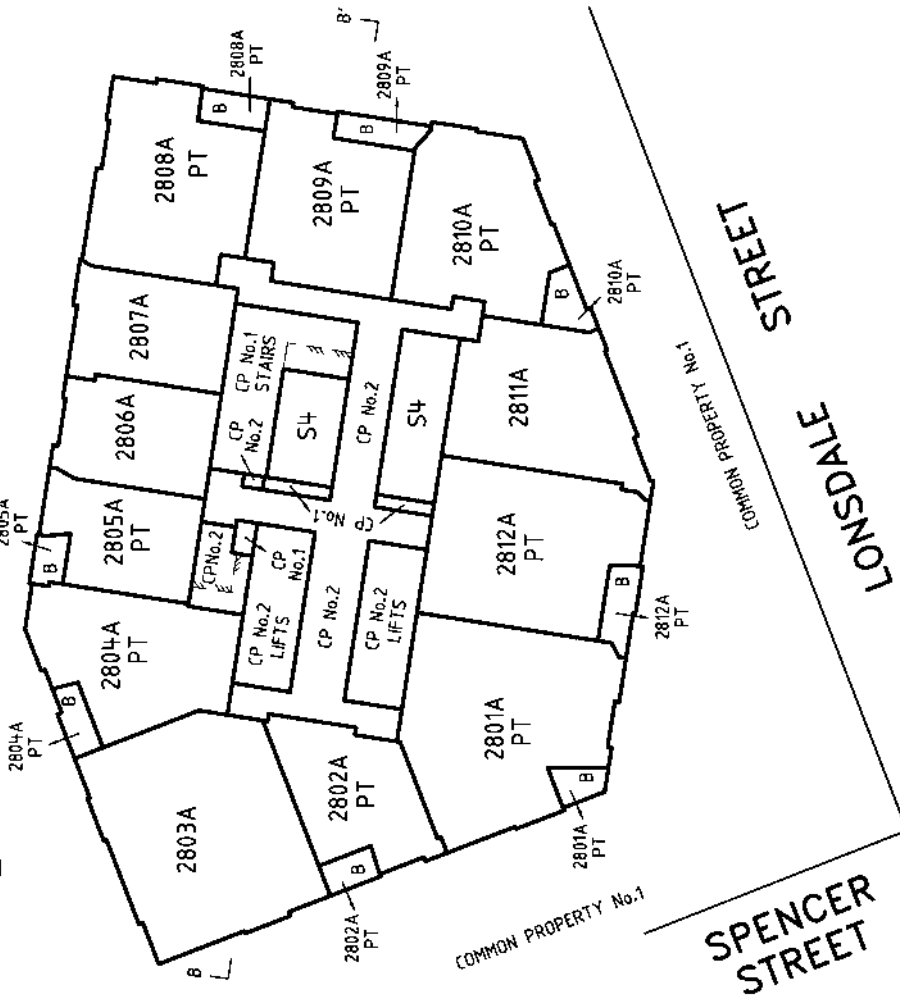
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 85

PS 746092G

PLAN OF SUBDIVISION

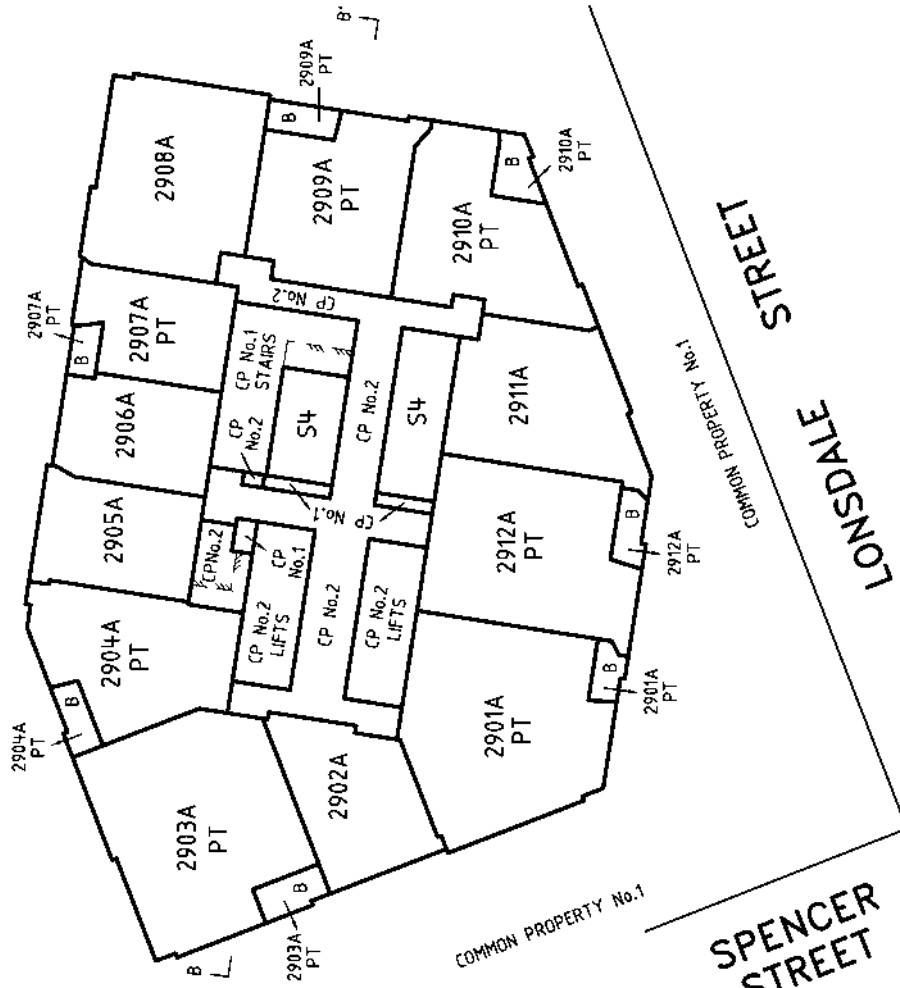


COMMON PROPERTY No.1



TOWER 1
TWENTY-EIGHTH STOREY
DIAGRAM 36

COMMON PROPERTY No.1



TOWER 1
TWENTY-NINTH STOREY
DIAGRAM 37

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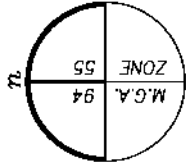
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REFERENCE	302547
VERSION	C
DRAWING	30254711-AC

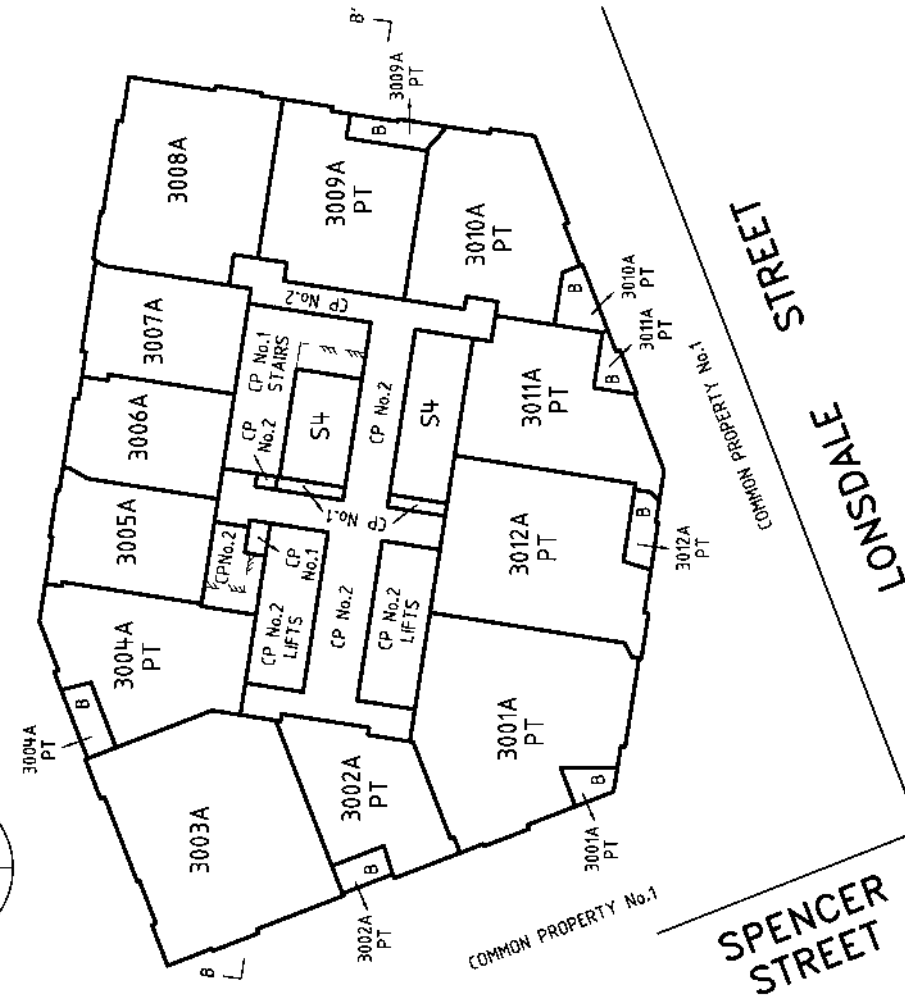
SCALE	1:300
LENGTHS ARE IN METRES	3 0 6 12
ORIGINAL SHEET SIZE A3	SHEET 86

PS 746092G

PLAN OF SUBDIVISION

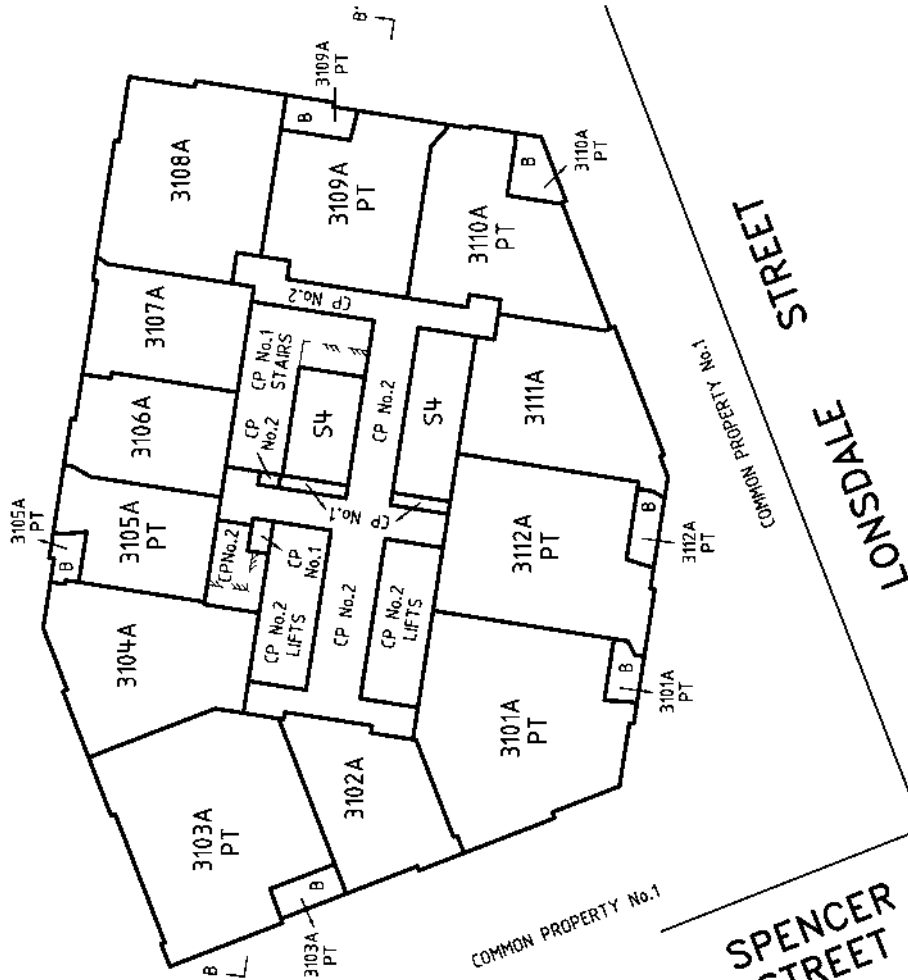


COMMON PROPERTY No.1



TOWER 1
THIRTIETH STOREY
DIAGRAM 38

COMMON PROPERTY No.1



TOWER 1
THIRTY-FIRST STOREY
DIAGRAM 39

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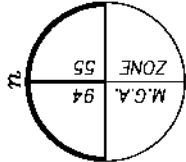
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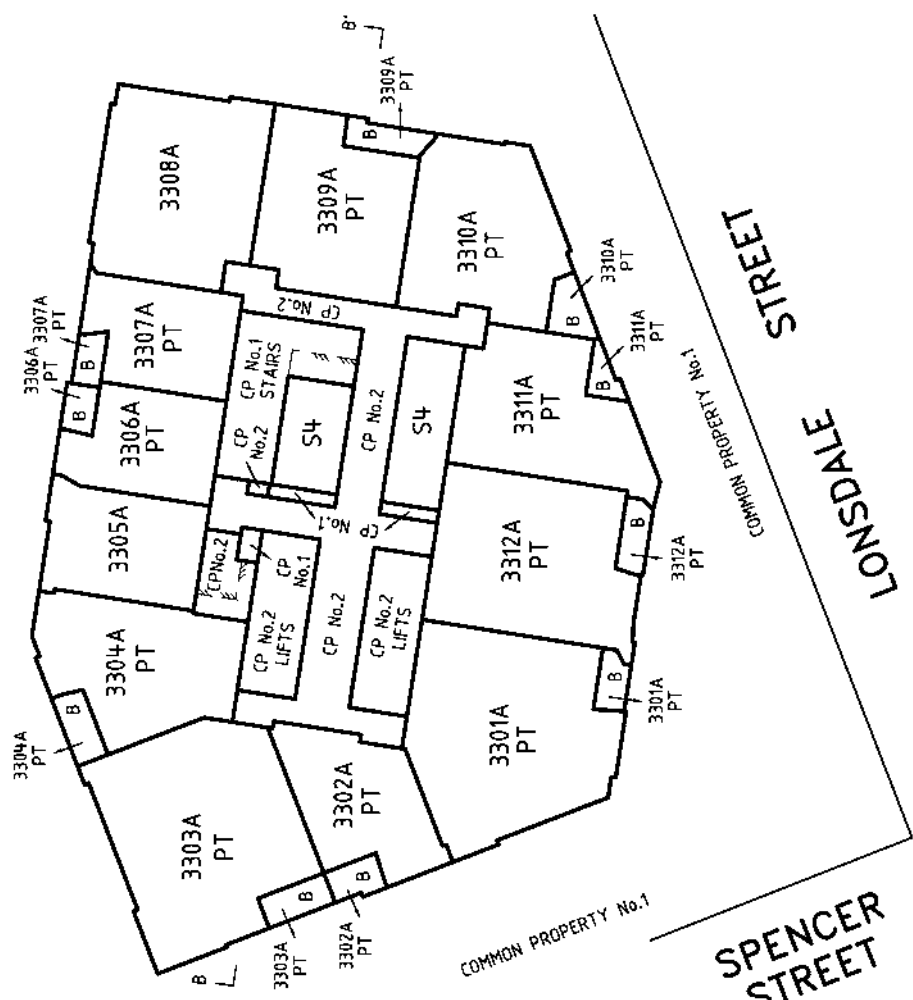
LENGTHS ARE IN METRES	3 0 6 12
SCALE	1:300
ORIGINAL SHEET SIZE A3	SHEET 87

PS 746092G

PLAN OF SUBDIVISION

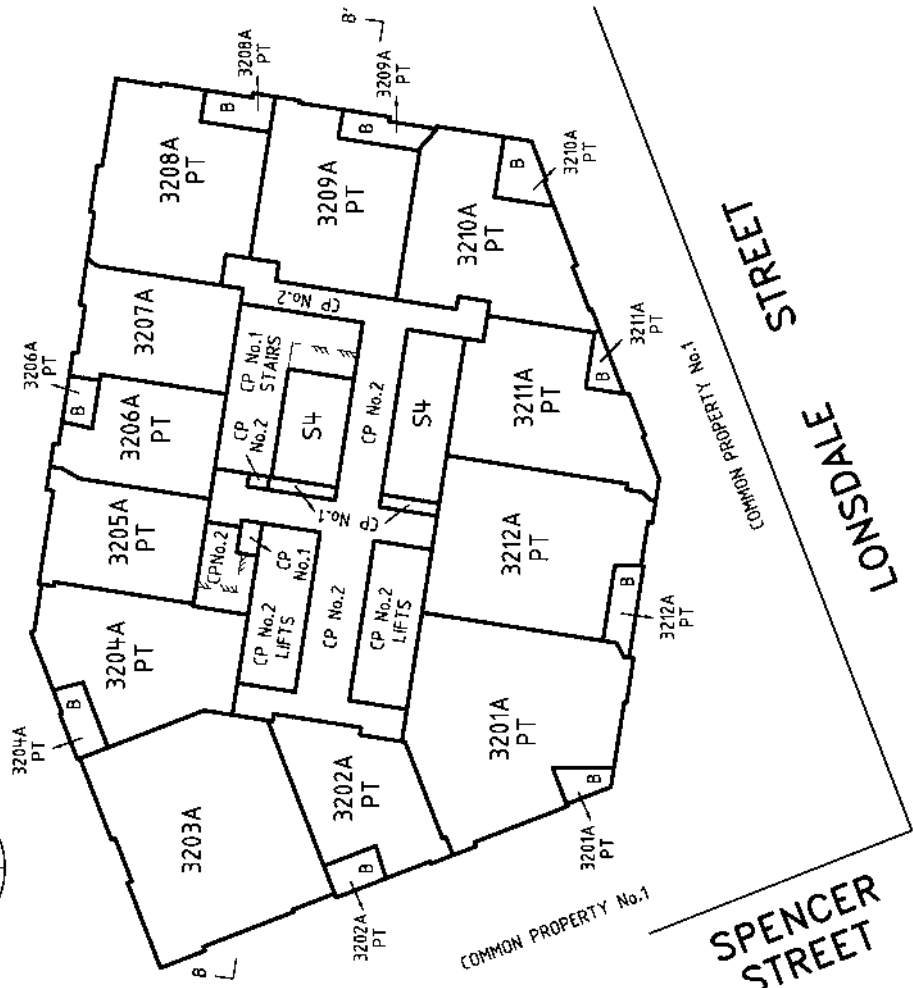


COMMON PROPERTY No.1



TOWER 1
THIRTY-THIRD STOREY
DIAGRAM 41

COMMON PROPERTY No.1



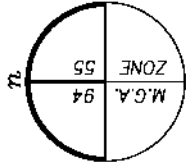
TOWER 1
THIRTY-SECOND STOREY
DIAGRAM 40

<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>		<p>SCALE 1:300</p>	<p>ORIGINAL SHEET SIZE A3</p>
<p>DATE 15/06/23</p>		<p>LENGTHS ARE IN METRES</p> <p>3 0 6 12</p>	<p>SHEET 88</p>
<p>VERSION C</p>		<p>REFERENCE 302547</p> <p>DRAWING 30254711-AC</p>	
<p>VERIS AUSTRALIA PTY LTD A CVR 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 6600 E Melbourne@veris.com.au W www.veris.com.au</p>			

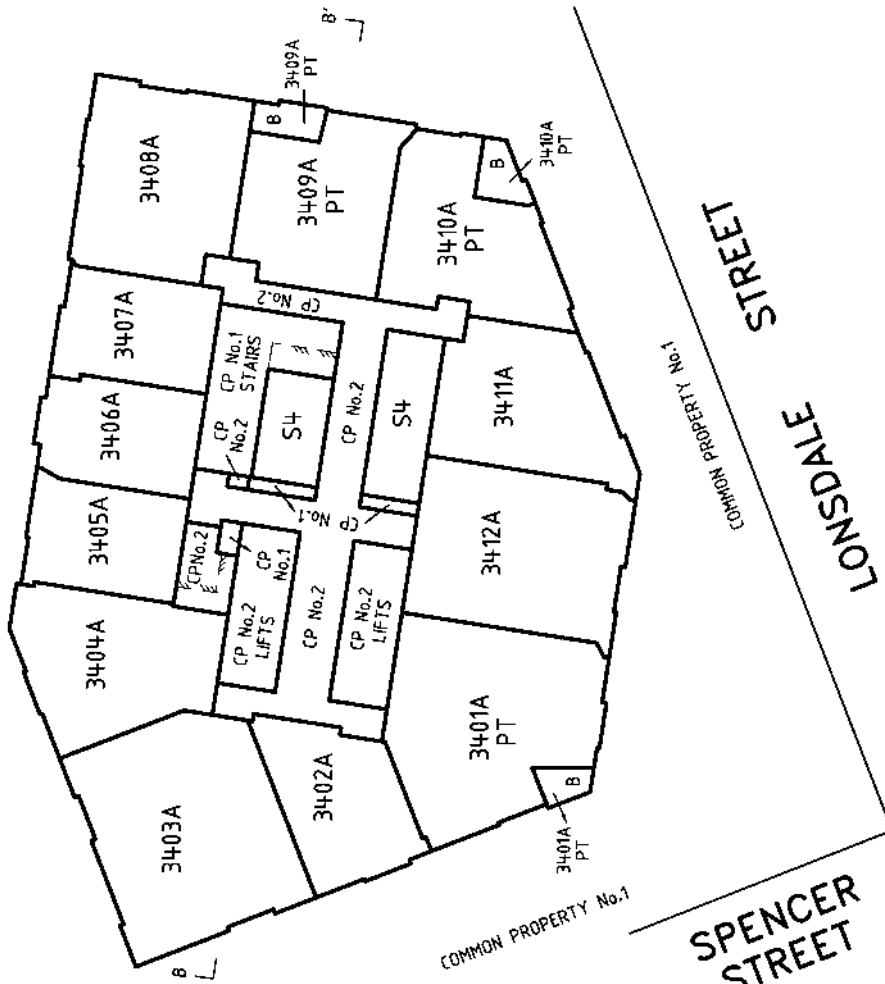


PS 746092G

PLAN OF SUBDIVISION

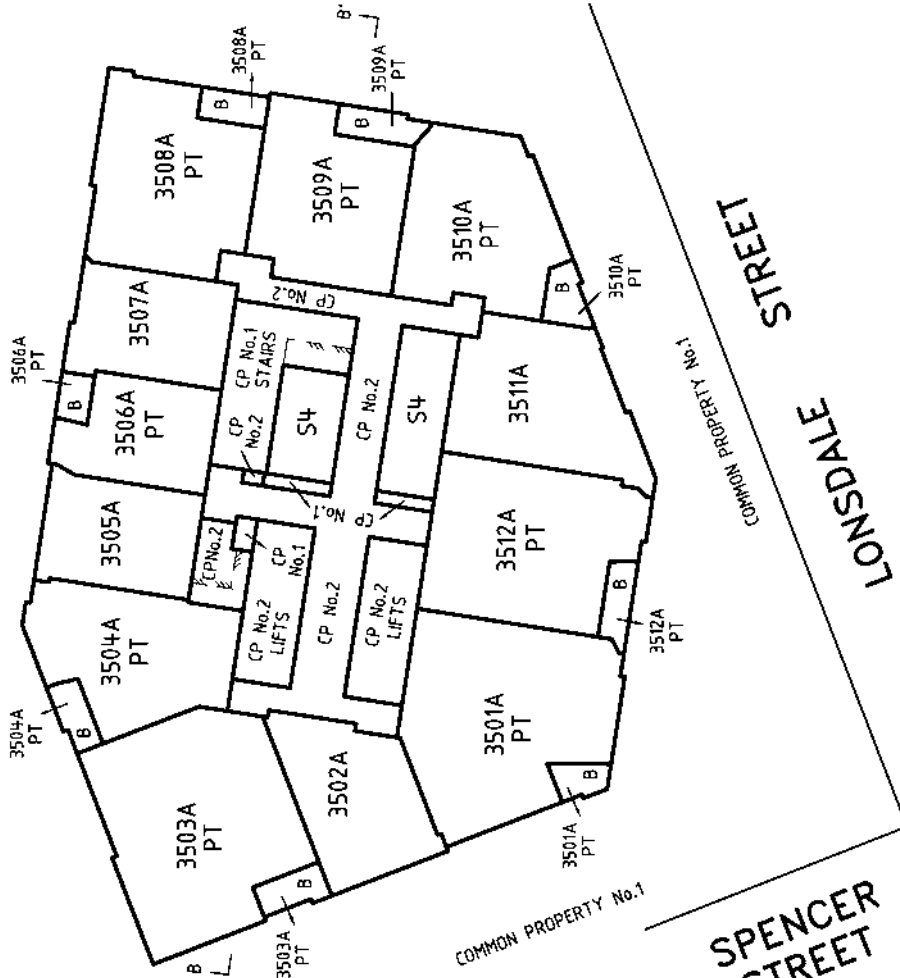


COMMON PROPERTY No.1



**TOWER 1
THIRTY-FOURTH STOREY
DIAGRAM 42**

COMMON PROPERTY No.1



**TOWER 1
THIRTY-FIFTH STOREY
DIAGRAM 43**

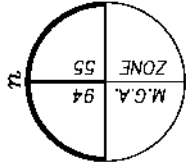
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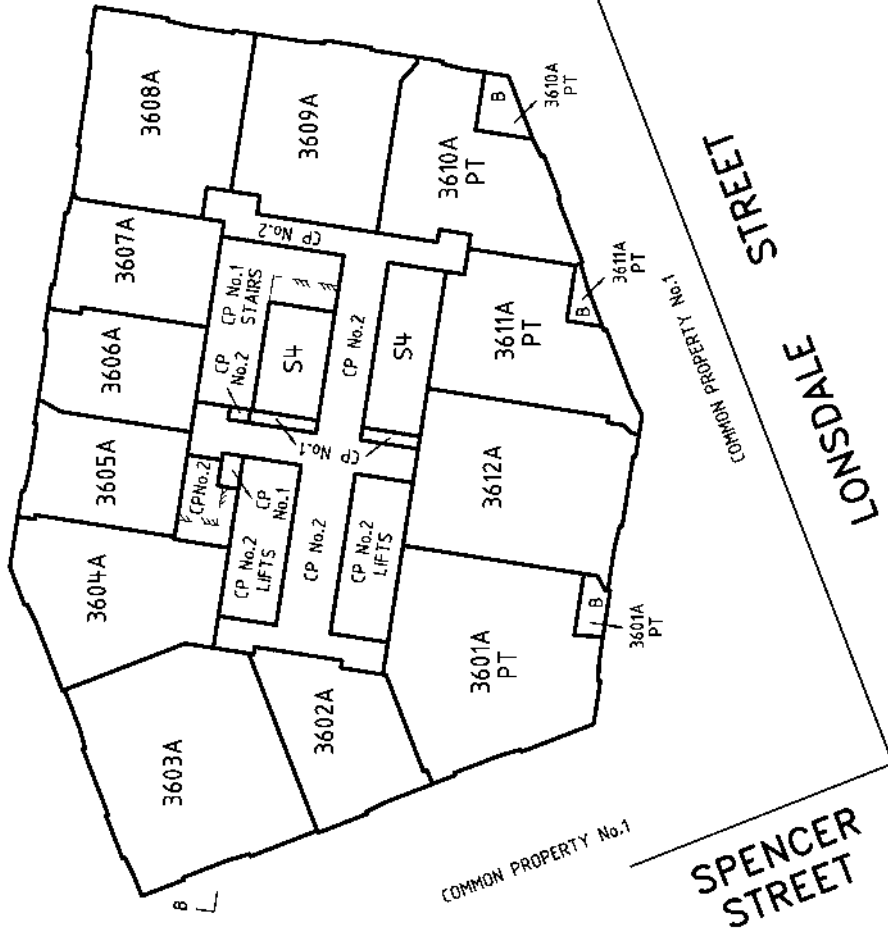
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 89

PS 746092G

PLAN OF SUBDIVISION

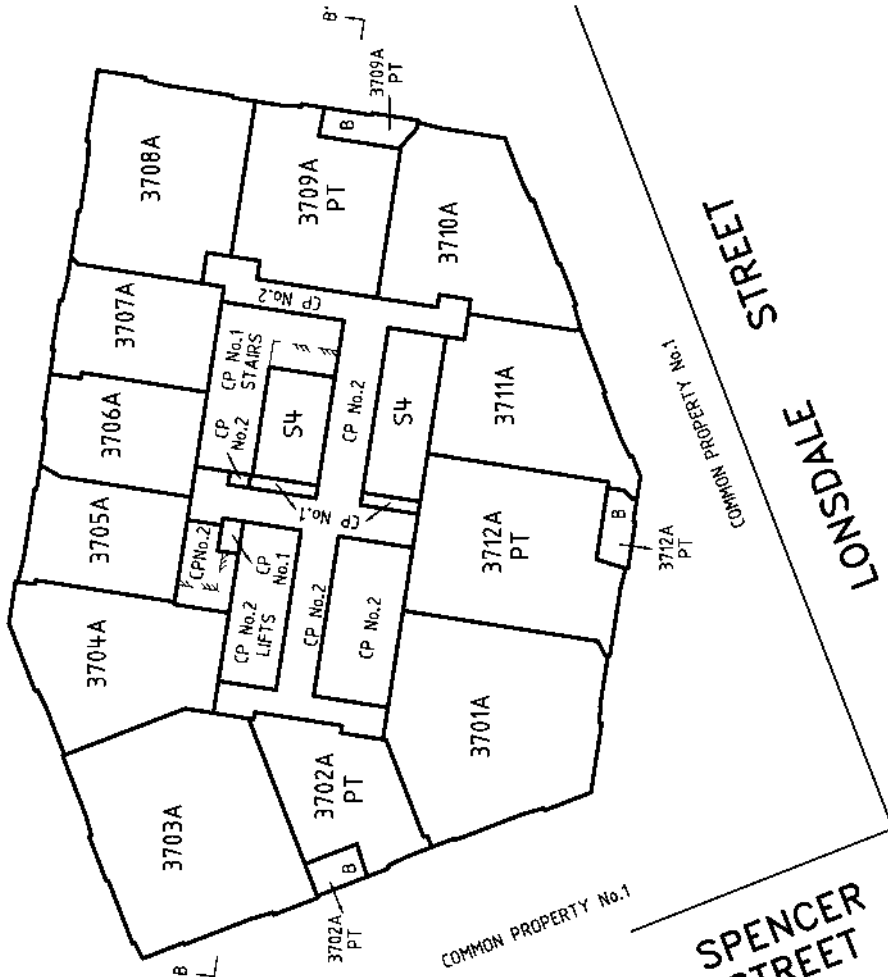


COMMON PROPERTY No.1



**TOWER 1
THIRTY-SIXTH STOREY
DIAGRAM 44**

COMMON PROPERTY No.1



**TOWER 1
THIRTY-SEVENTH STOREY
DIAGRAM 45**

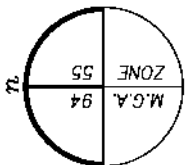
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REFERENCE	302547
DRAWING	30254711-AC

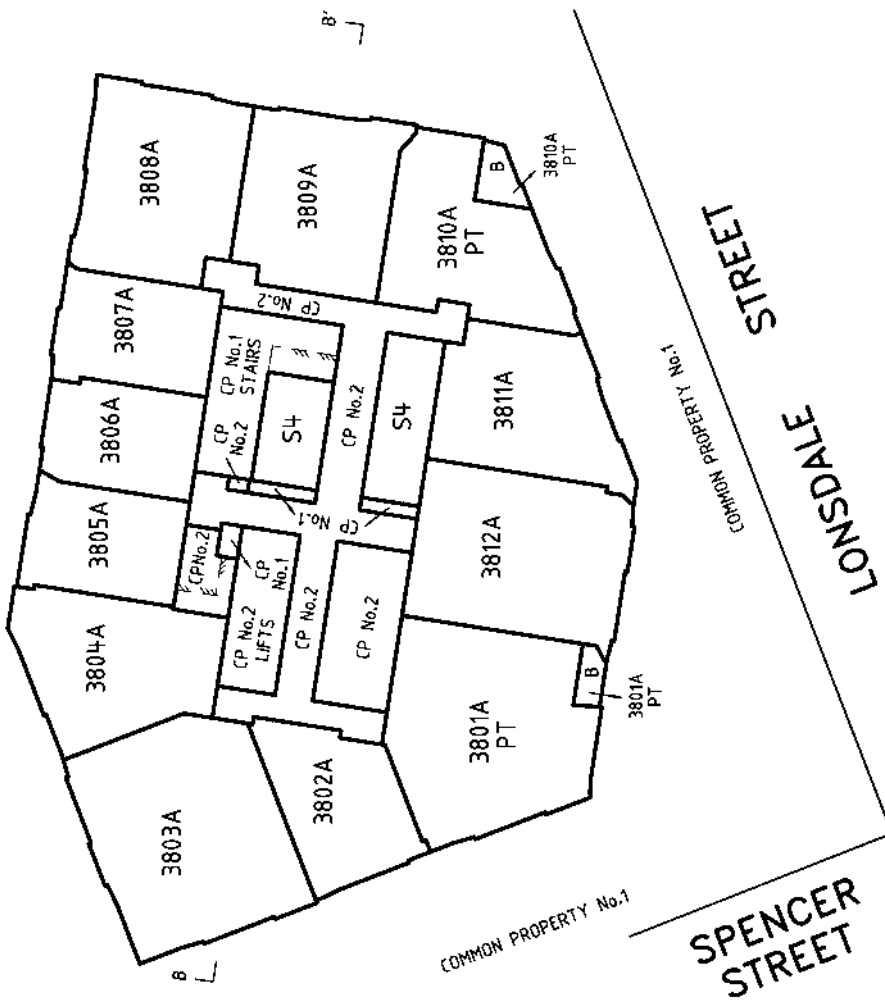
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 90

PS 746092G

PLAN OF SUBDIVISION

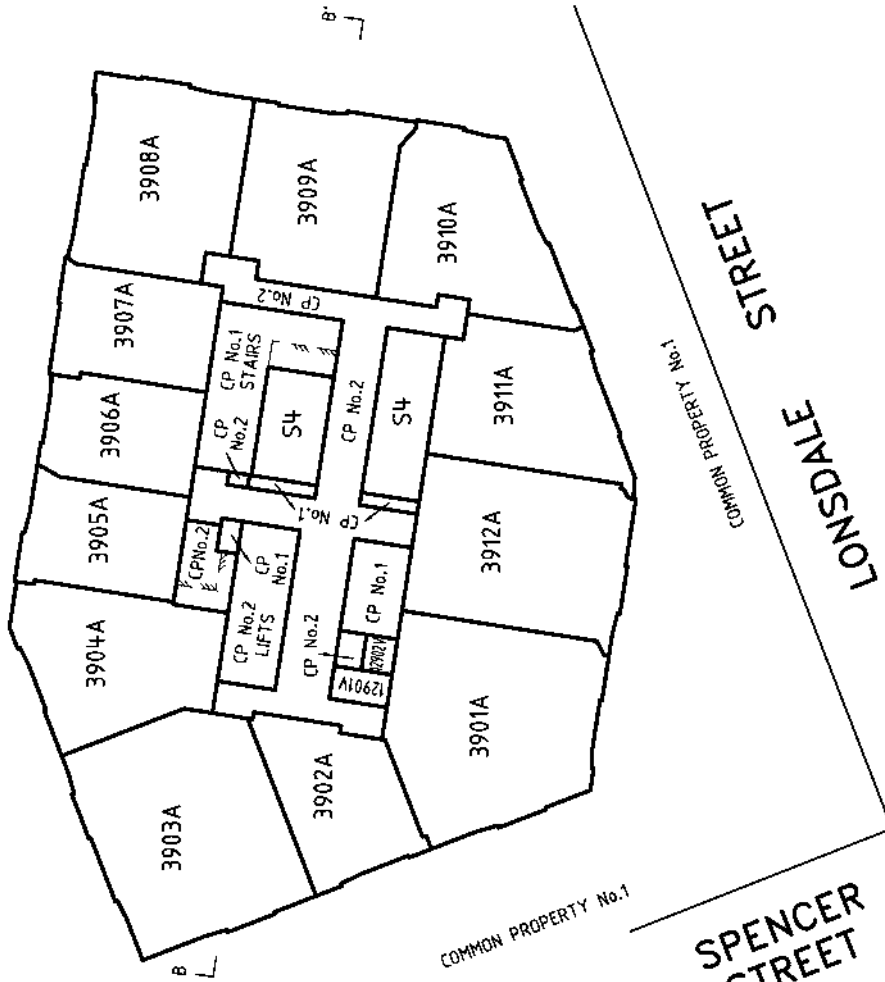


COMMON PROPERTY No.1



**TOWER 1
THIRTY-EIGHTH STOREY
DIAGRAM 46**

COMMON PROPERTY No.1



**TOWER 1
THIRTY-NINTH STOREY
DIAGRAM 47**

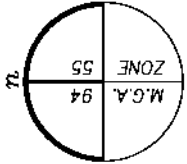
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VERSION	C
DRAWING	30254711-AC

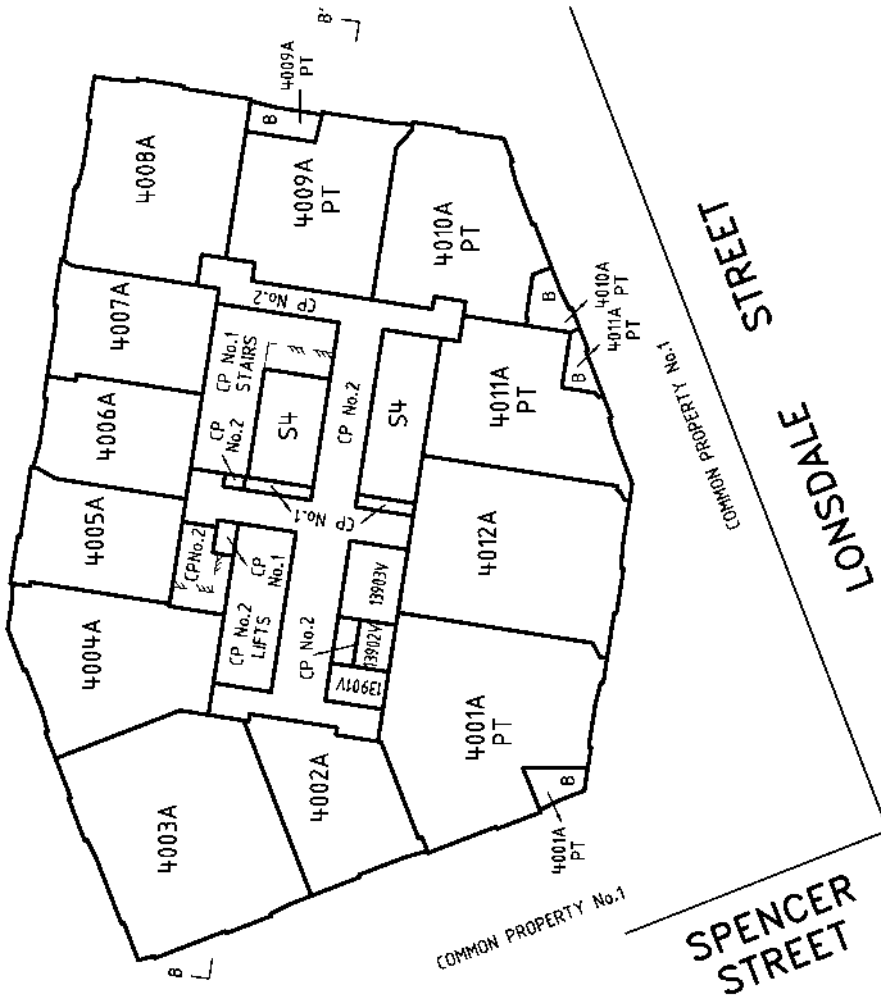
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 91

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PLAN OF SUBDIVISION

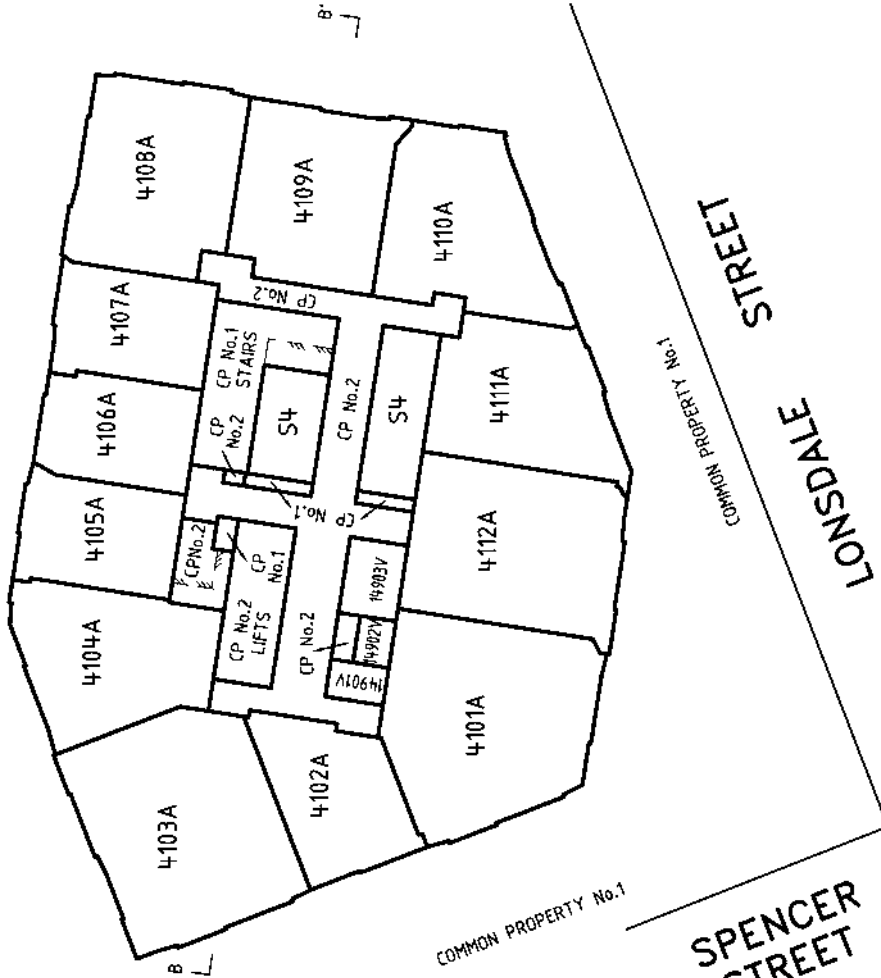


COMMON PROPERTY No.1



TOWER 1
FORTIETH STOREY
DIAGRAM 48

COMMON PROPERTY No.1

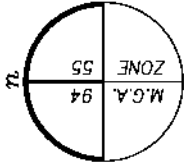


TOWER 1
FORTY-FIRST STOREY
DIAGRAM 49

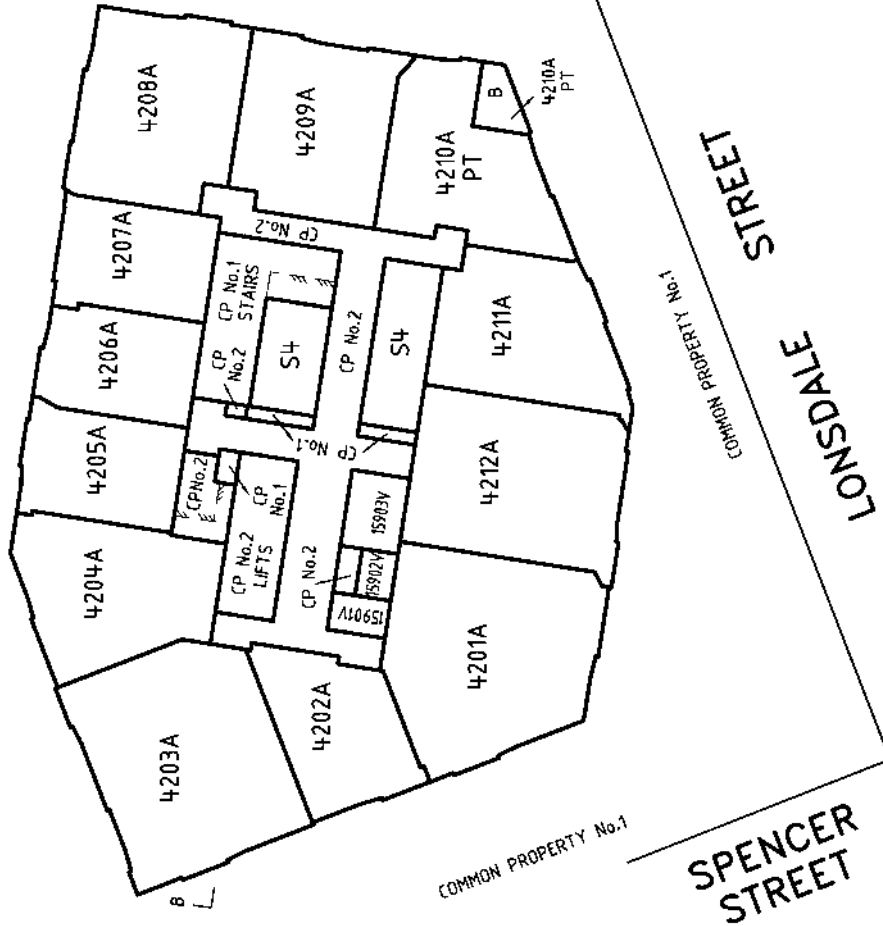
<p>VERIS AUSTRALIA PTY LTD A CV 3, 1 Southpark Blvd Southbank VIC 3006 T +61 3 7019 6600 E Melbourne@veris.com.au W www.veris.com.au</p>	<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>		<p>ORIGINAL SHEET SIZE A3</p>
	<p>DATE 15/06/23</p>	<p>REFERENCE 302547</p>	<p>SCALE 1:300</p>
<p>VERSION C</p>		<p>DRAWING 30254711-AC</p>	

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PLAN OF SUBDIVISION

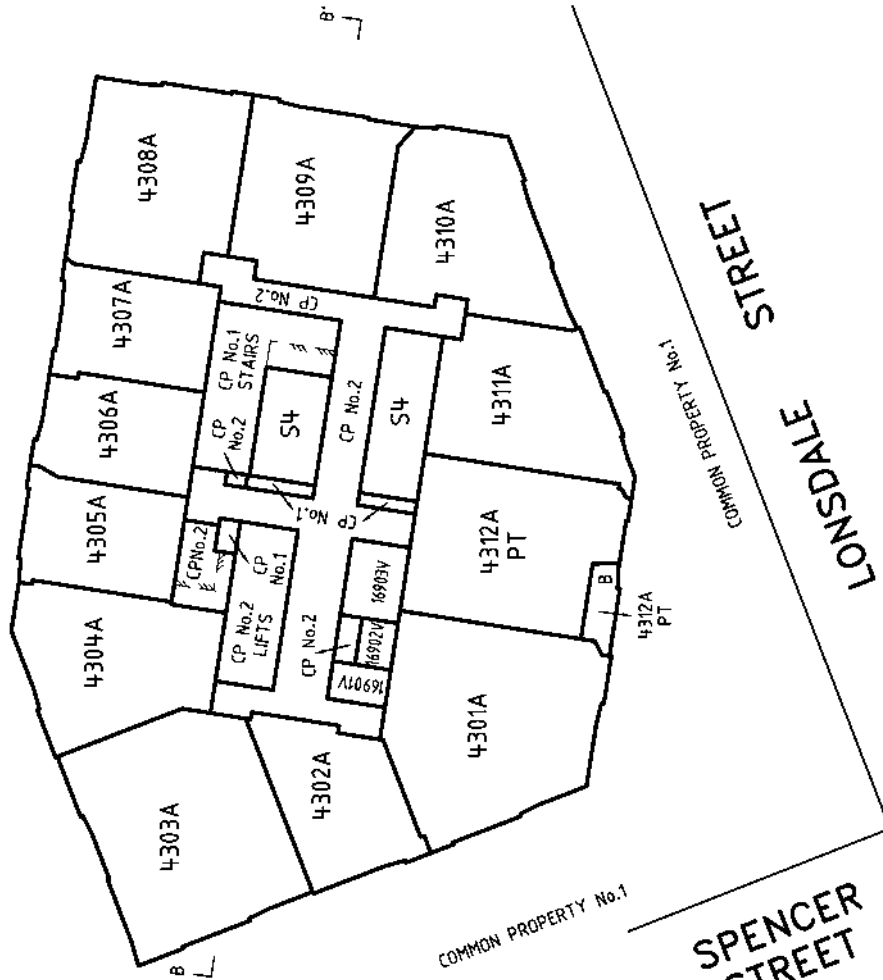


COMMON PROPERTY No.1



TOWER 1
FORTY-SECOND STOREY
DIAGRAM 50

COMMON PROPERTY No.1



TOWER 1
FORTY-THIRD STOREY
DIAGRAM 51

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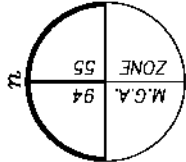
3 0 6 12
LENGTHS ARE IN METRES

SCALE 1:300

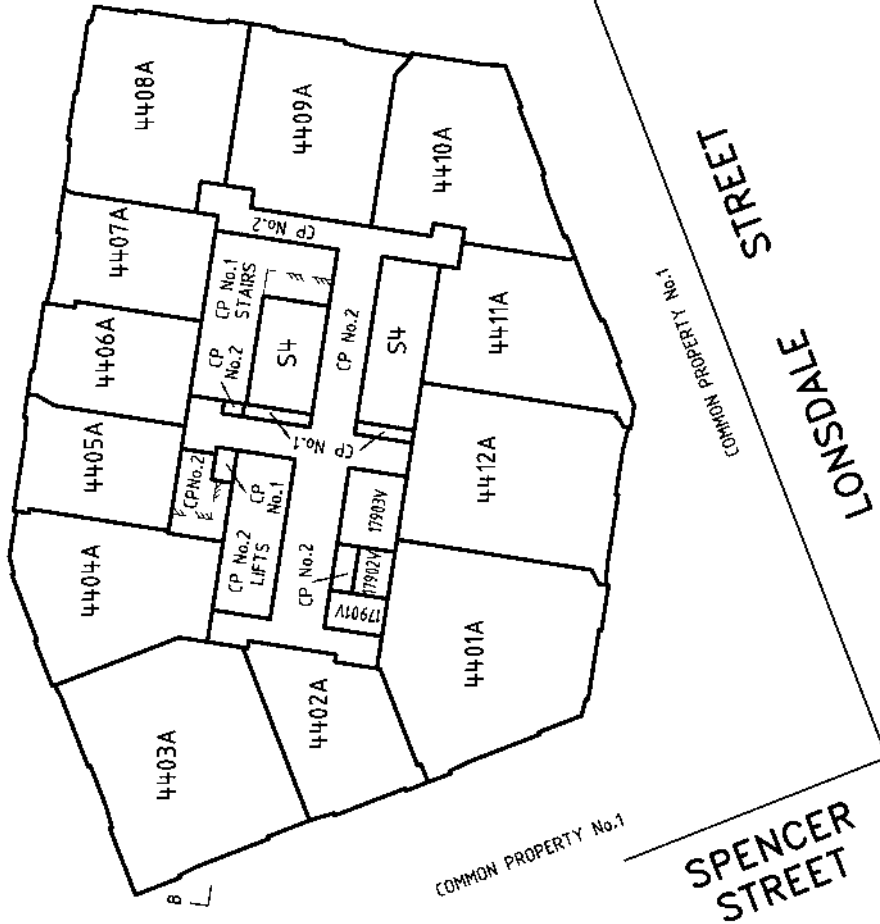
ORIGINAL SHEET SIZE A3
SHEET 93

PS 746092G

PLAN OF SUBDIVISION

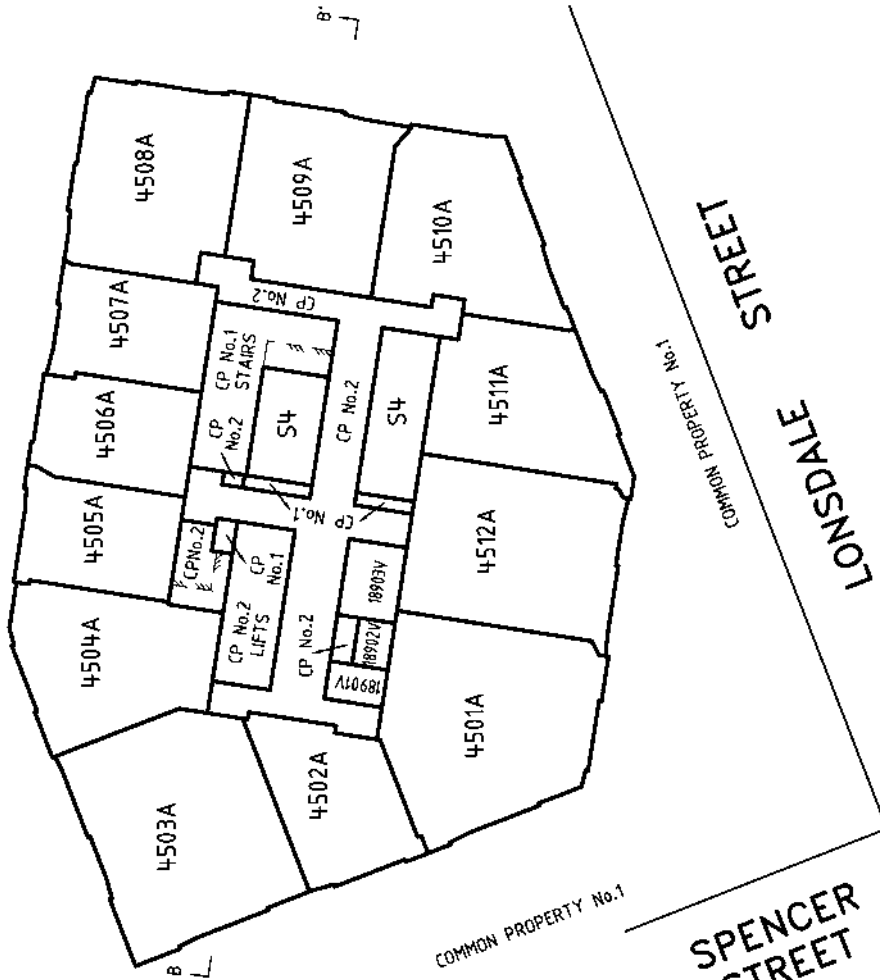


COMMON PROPERTY No.1



**TOWER 1
FORTY-FOURTH STOREY
DIAGRAM 52**

COMMON PROPERTY No.1



**TOWER 1
FORTY-FIFTH STOREY
DIAGRAM 53**

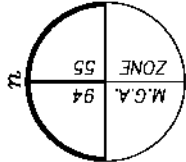
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DRAWING	30254711-AC

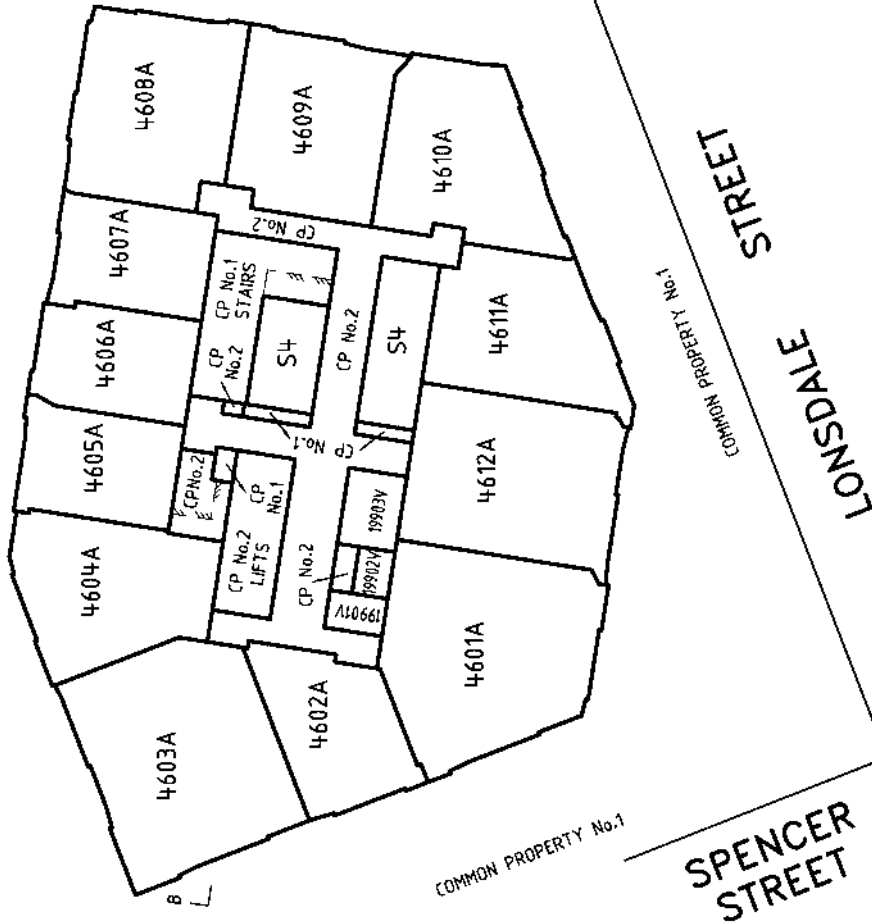
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 94

PS 746092G

PLAN OF SUBDIVISION

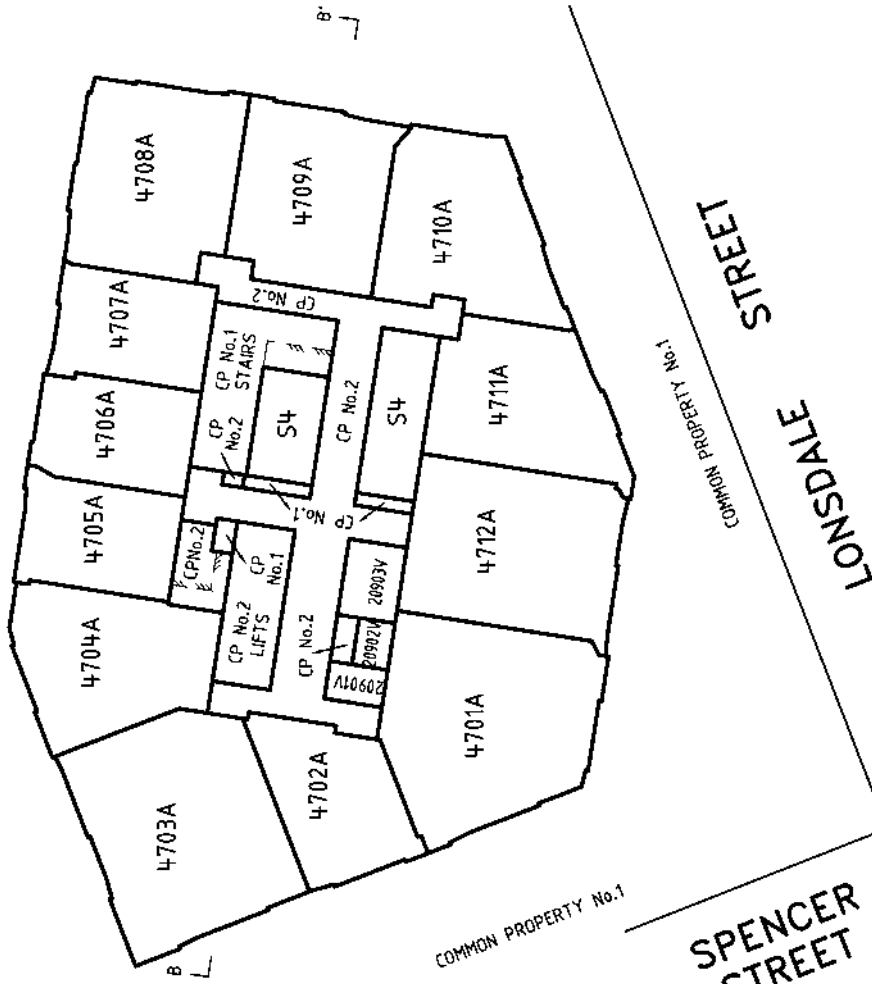


COMMON PROPERTY No.1



**TOWER 1
FORTY-SIXTH STOREY
DIAGRAM 54**

COMMON PROPERTY No.1



**TOWER 1
FORTY-SEVENTH STOREY
DIAGRAM 55**

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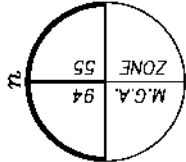
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VERSION	C
DRAWING	30254711-AC

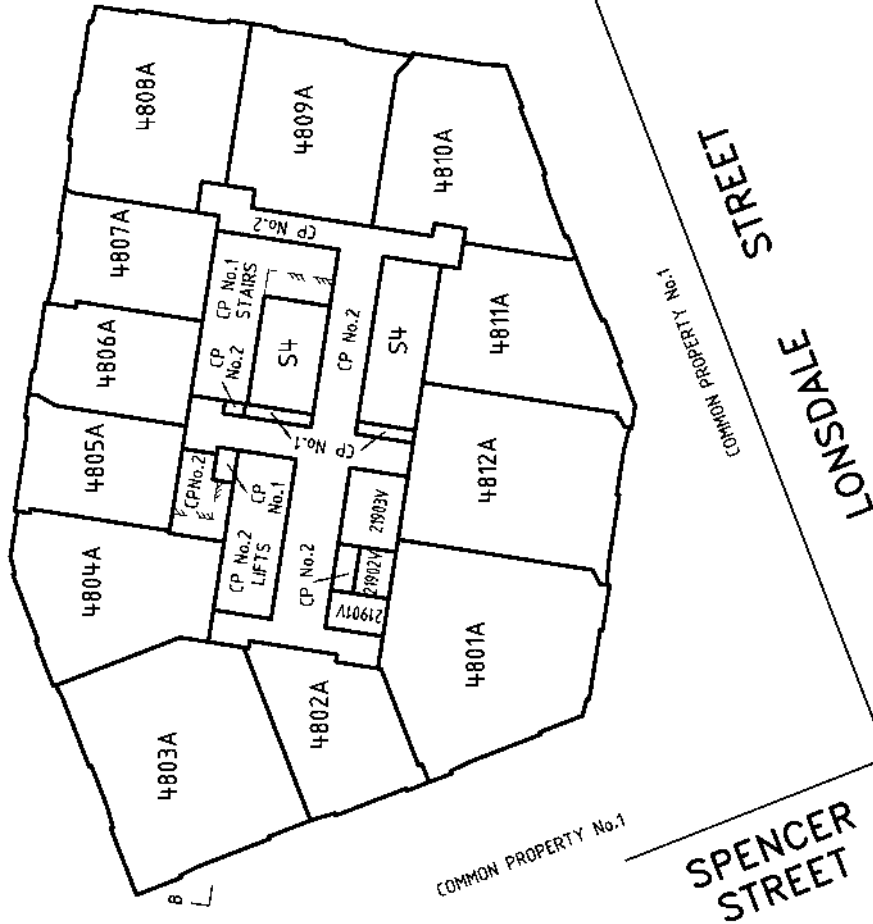
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 95

PS 746092G

PLAN OF SUBDIVISION

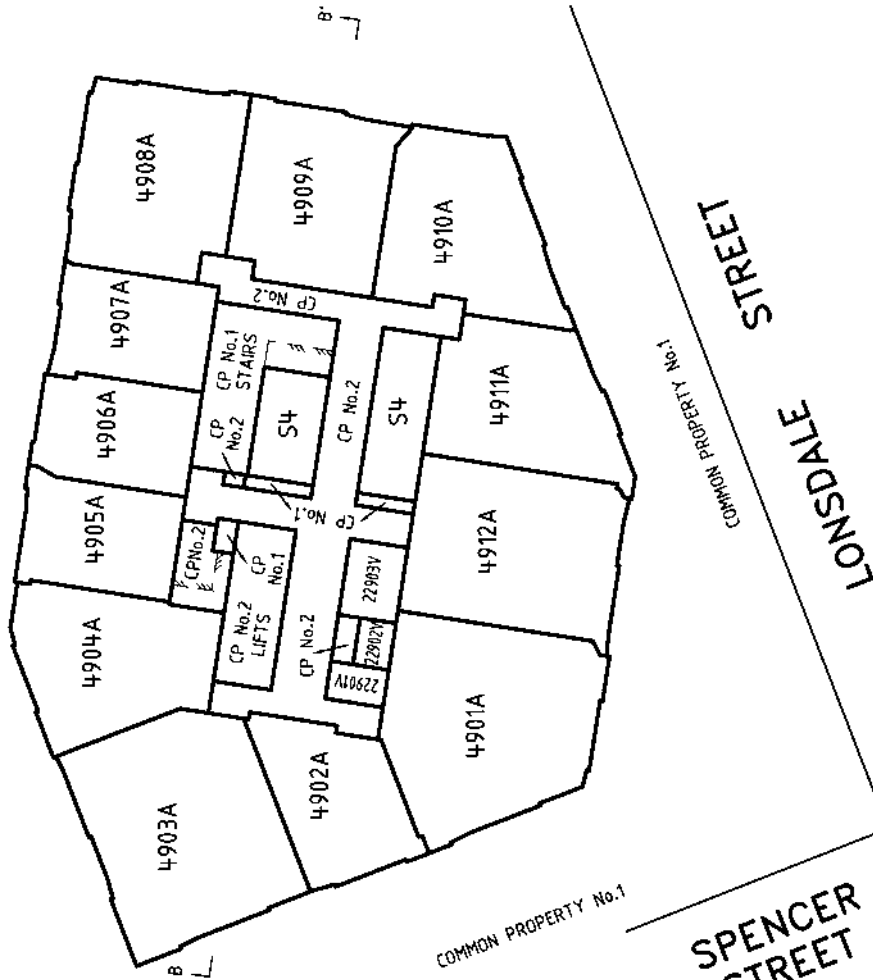


COMMON PROPERTY No.1



TOWER 1
FORTY-EIGHTH STOREY
DIAGRAM 56

COMMON PROPERTY No.1



TOWER 1
FORTY-NINTH STOREY
DIAGRAM 57

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REFERENCE 302547
DRAWING 30254711-AC

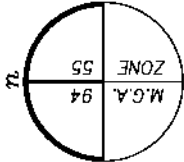
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LENGTHS ARE IN METRES

SCALE 1:300

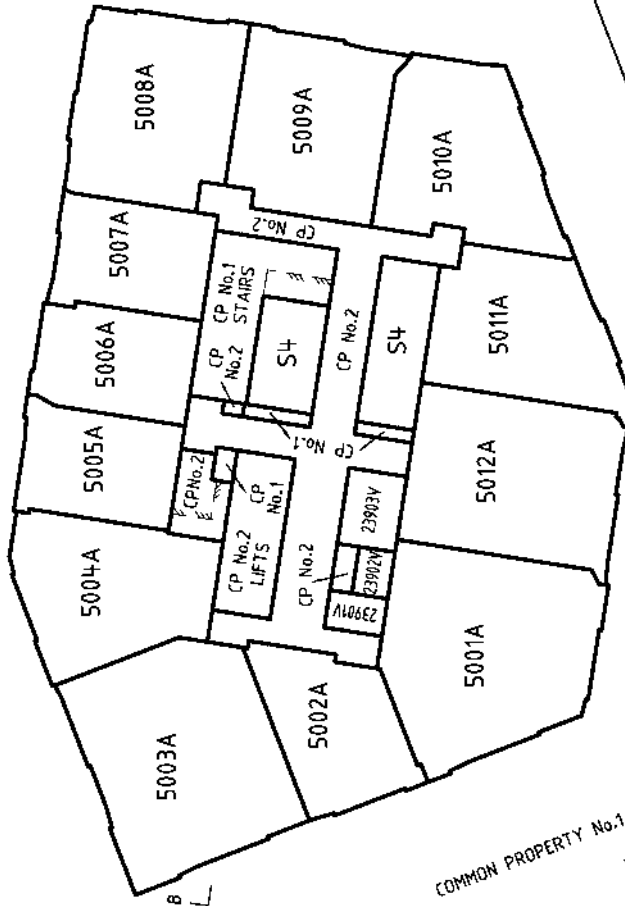
ORIGINAL SHEET SIZE A3
SHEET 96

PS 746092G

PLAN OF SUBDIVISION

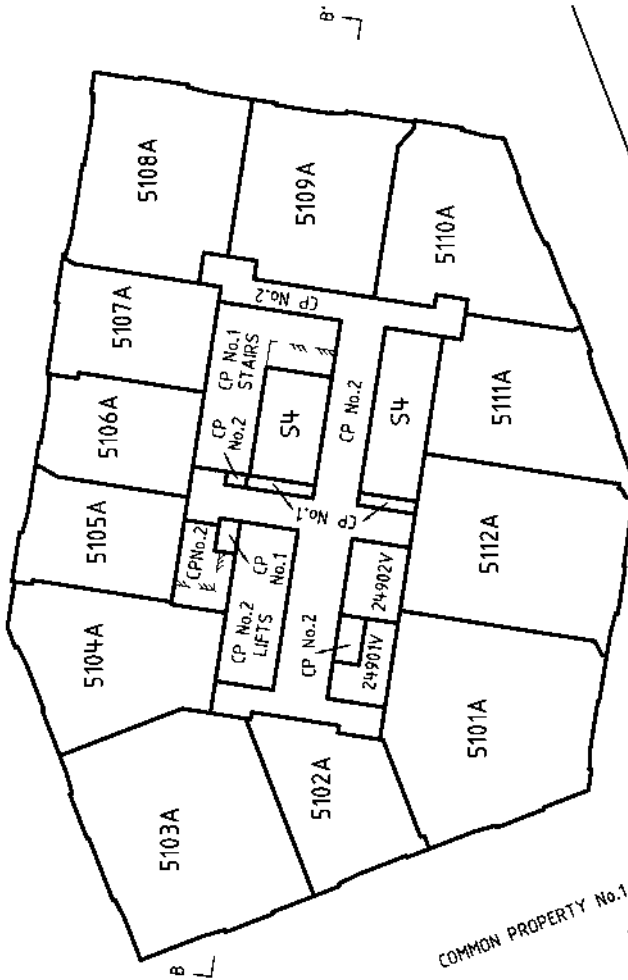


COMMON PROPERTY No.1



**TOWER 1
FIFTIETH STOREY
DIAGRAM 58**

COMMON PROPERTY No.1



**TOWER 1
FIFTY-FIRST STOREY
DIAGRAM 59**

SPENCER STREET

SPENCER STREET

LONSDALE STREET

LONSDALE STREET

VERIS

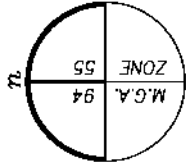
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DRAWING	30254711-AC

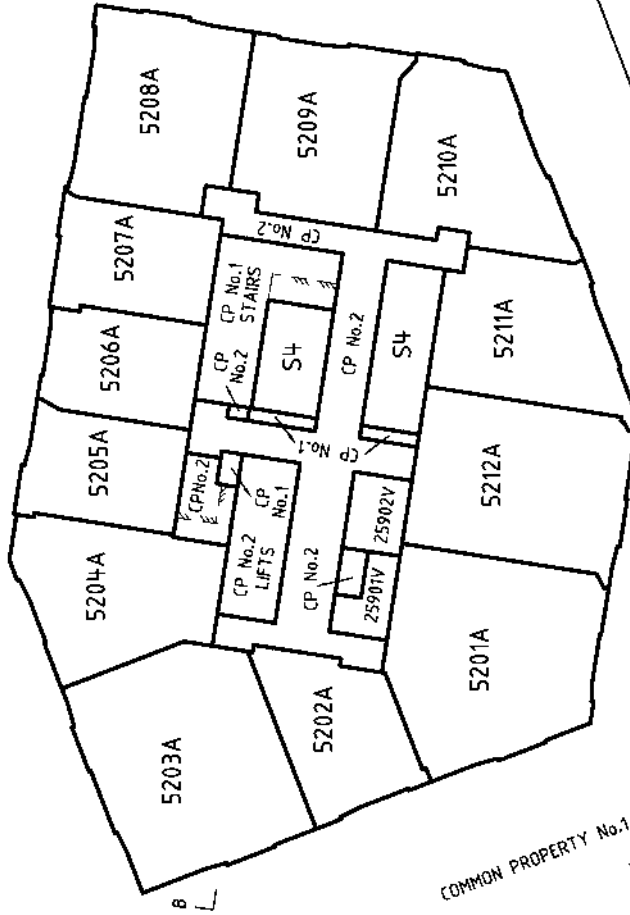
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 97

PS 746092G

PLAN OF SUBDIVISION



COMMON PROPERTY No.1

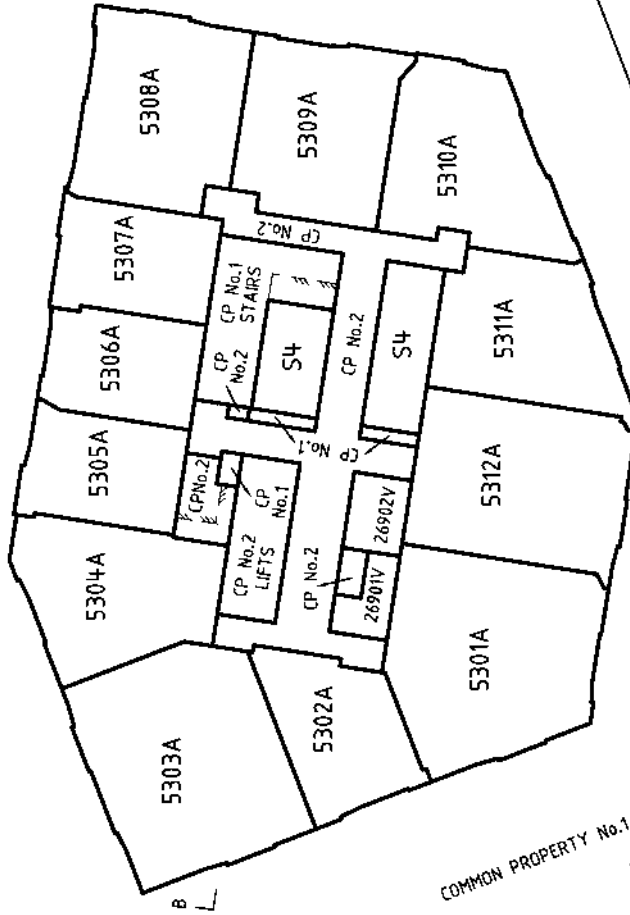


TOWER 1
FIFTY-SECOND STOREY
DIAGRAM 60

SPENCER STREET
LONSDALE STREET

COMMON PROPERTY No.1

COMMON PROPERTY No.1



TOWER 1
FIFTH-THIRD STOREY
DIAGRAM 61

SPENCER STREET
LONSDALE STREET

COMMON PROPERTY No.1

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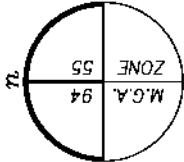
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SCALE
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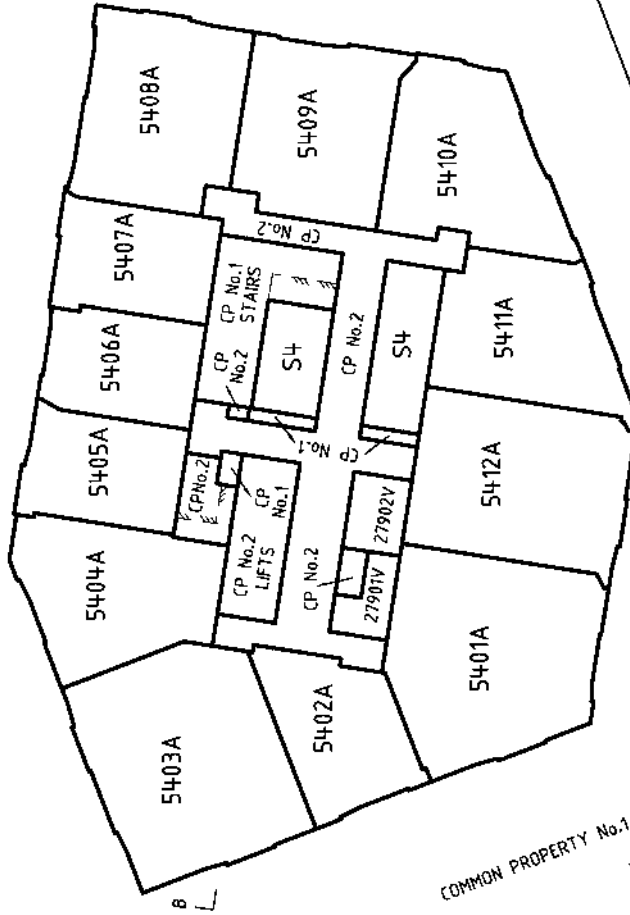
ORIGINAL SHEET SIZE A3
SHEET 98

PS 746092G

PLAN OF SUBDIVISION



COMMON PROPERTY No.1

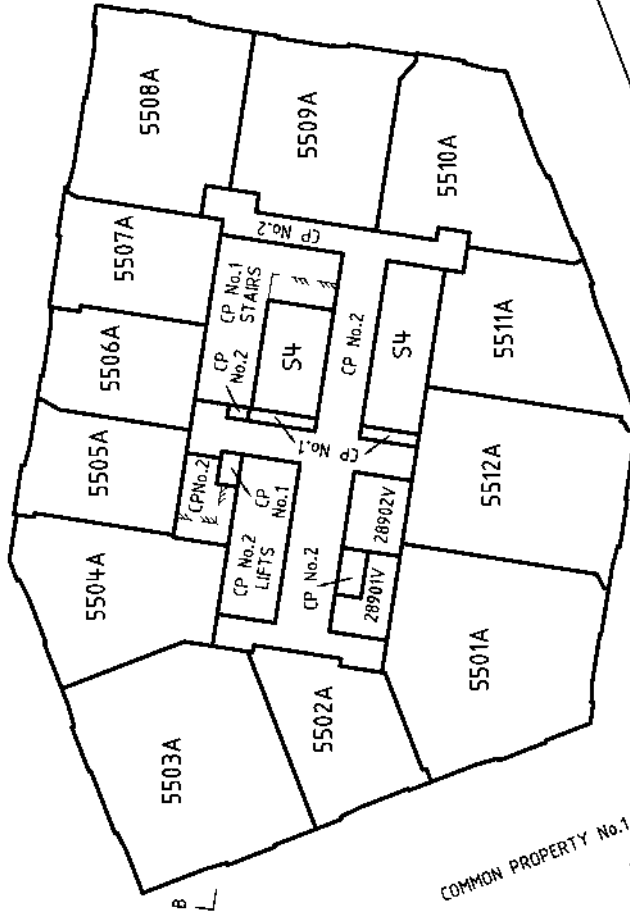


**TOWER 1
FIFTY-FOURTH STOREY
DIAGRAM 62**

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COMMON PROPERTY No.1



**TOWER 1
FIFTY-FIFTH STOREY
DIAGRAM 63**

ORIGINAL SHEET SIZE A3
SHEET 99

SCALE
1:300

LENGTHS ARE IN METRES
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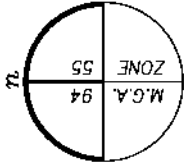
LICENSED SURVEYOR **LACHLAN JAMES McCLEARY**

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DRAWING 30254711-AC

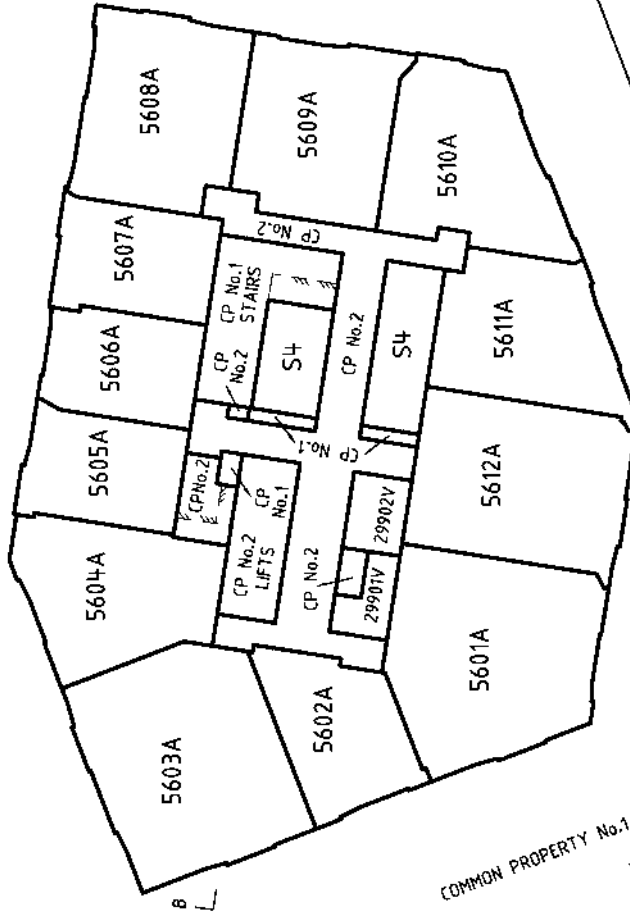
DATE 15/06/23
VERSION C

PS 746092G

PLAN OF SUBDIVISION

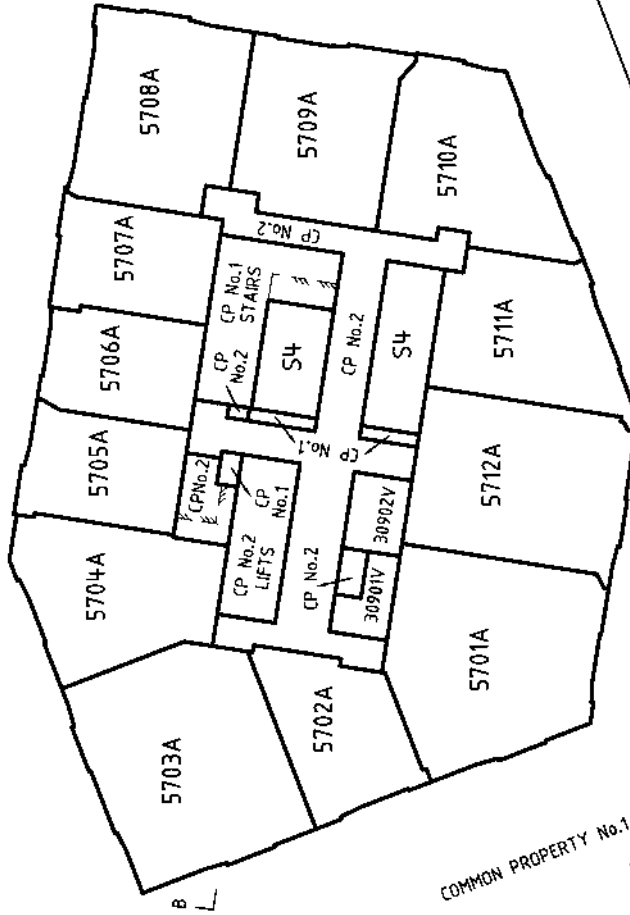


COMMON PROPERTY No.1



**TOWER 1
FIFTY-SIXTH STOREY
DIAGRAM 64**

COMMON PROPERTY No.1



**TOWER 1
FIFTY-SEVENTH STOREY
DIAGRAM 65**

SPENCER STREET
LONSDALE STREET

SPENCER STREET
LONSDALE STREET

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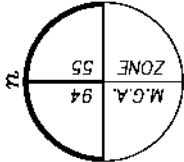
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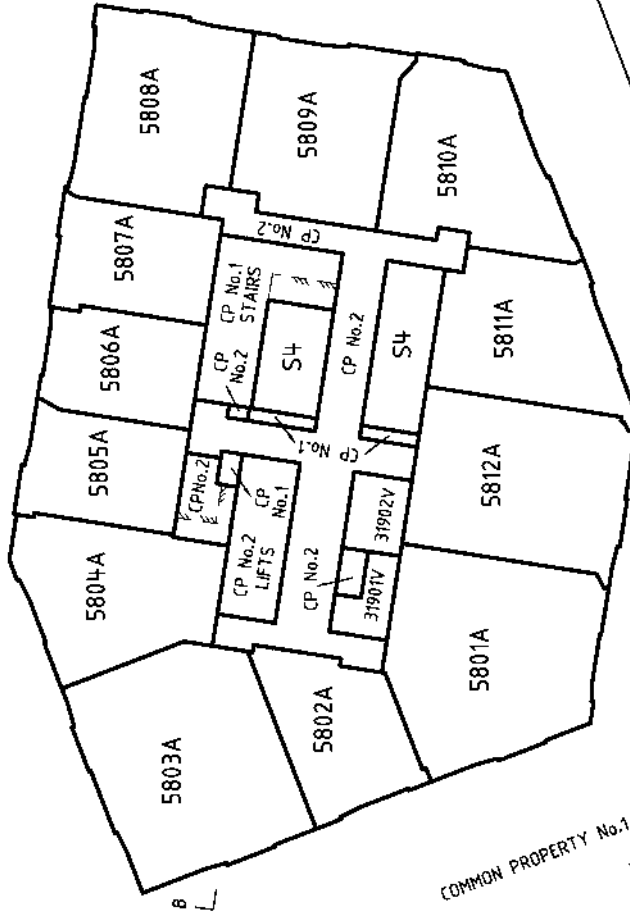
ORIGINAL SHEET SIZE A3
SHEET 100

PS 746092G

PLAN OF SUBDIVISION

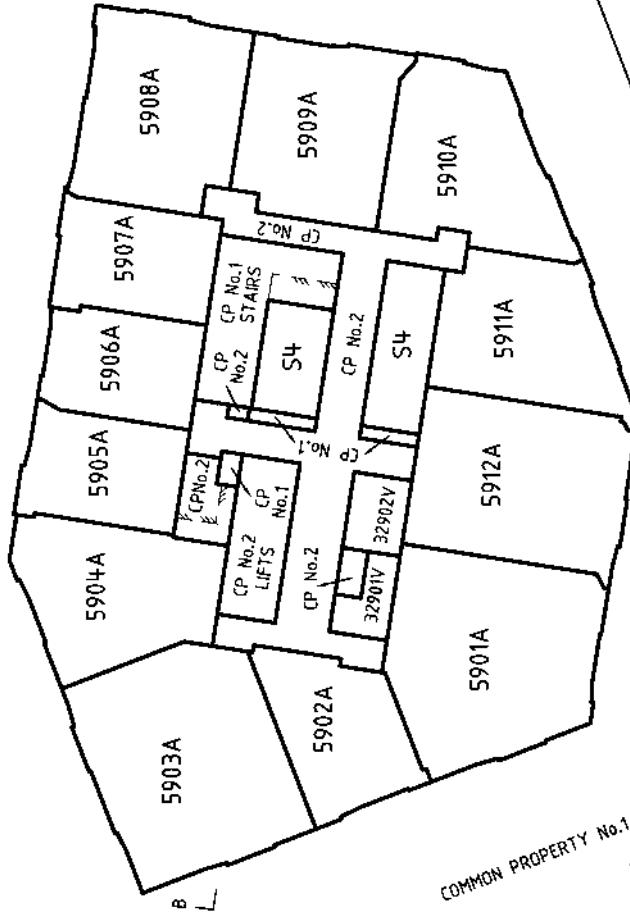


COMMON PROPERTY No.1



TOWER 1
FIFTY-EIGHTH STOREY
DIAGRAM 66

COMMON PROPERTY No.1



TOWER 1
FIFTY-NINTH STOREY
DIAGRAM 67

SPENCER STREET

SPENCER STREET

LONSDALE STREET

LONSDALE STREET

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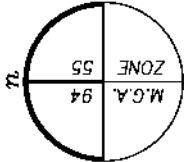
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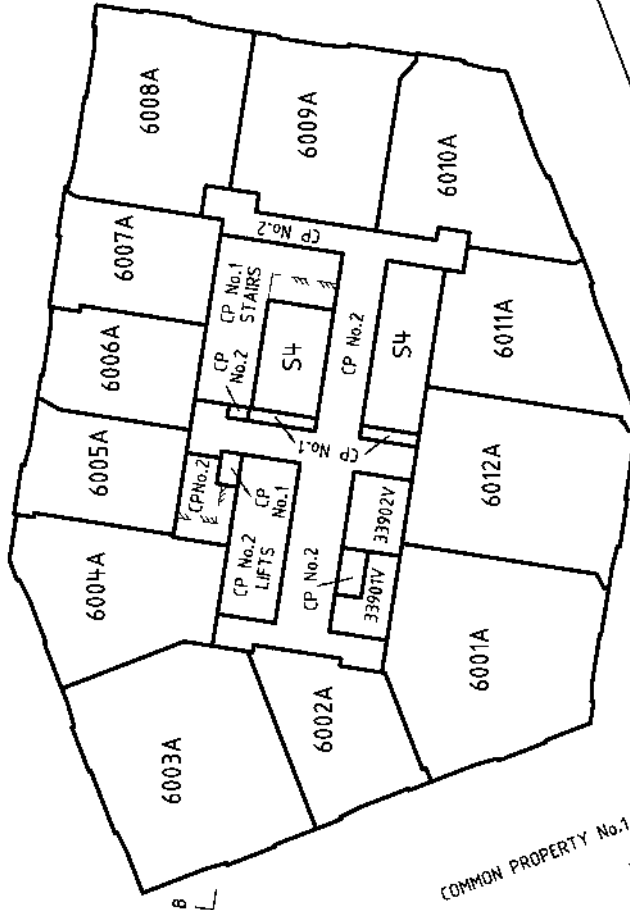
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SHEET 101

PS 746092G

PLAN OF SUBDIVISION

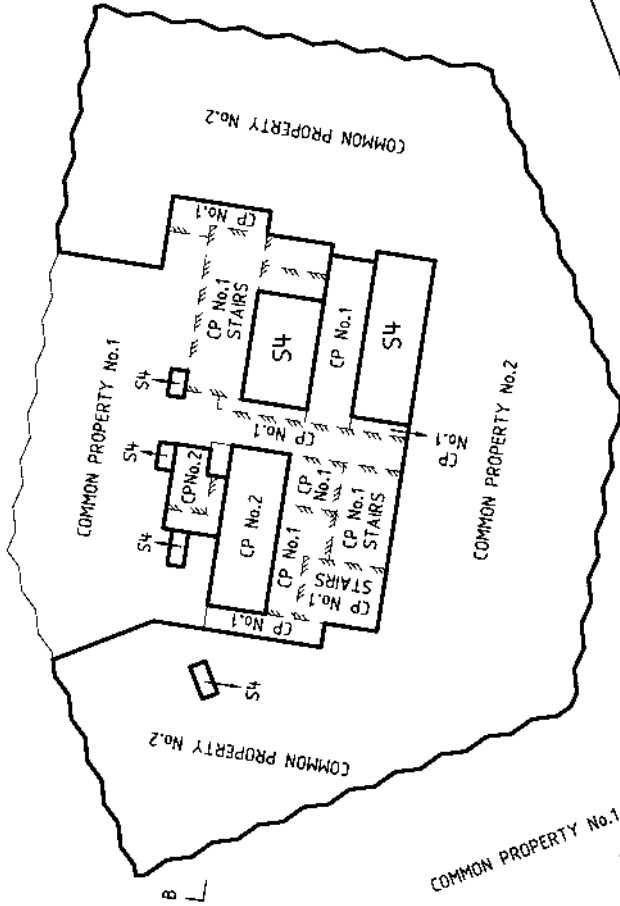


COMMON PROPERTY No.1



**TOWER 1
SIXTIETH STOREY
DIAGRAM 68**

COMMON PROPERTY No.1



**TOWER 1
SIXTY-FIRST STOREY
DIAGRAM 69**

SPENCER STREET

SPENCER STREET

LONSDALE STREET

LONSDALE STREET

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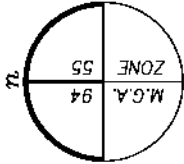
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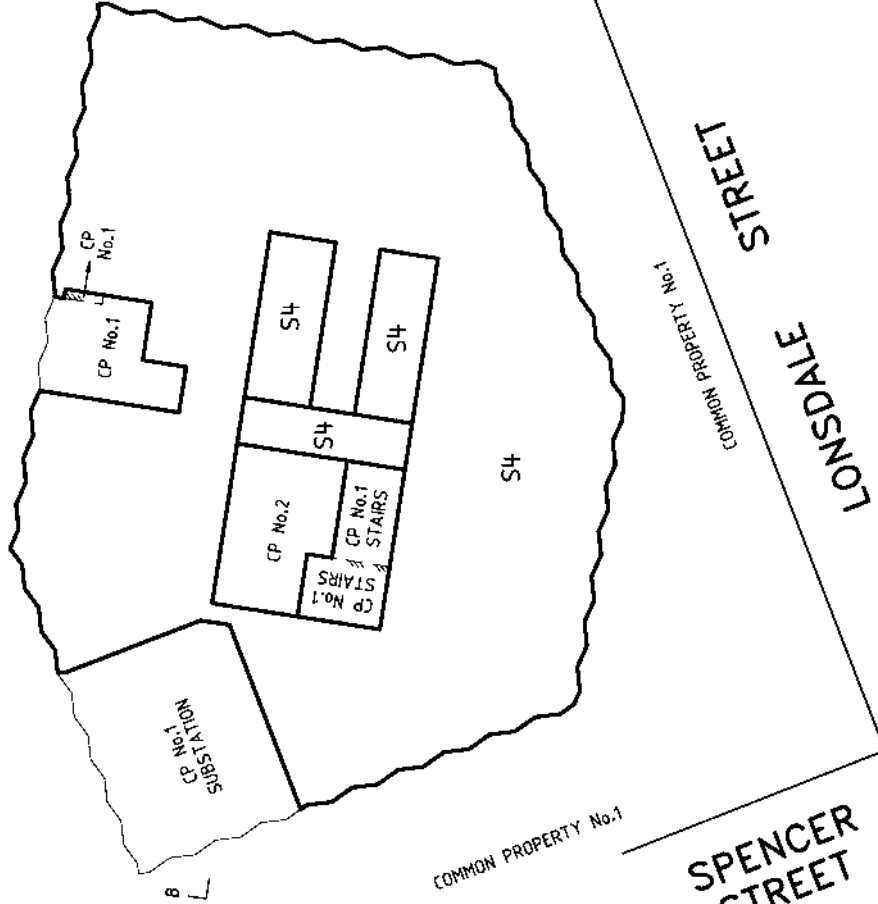
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SHEET 102

PS 746092G

PLAN OF SUBDIVISION

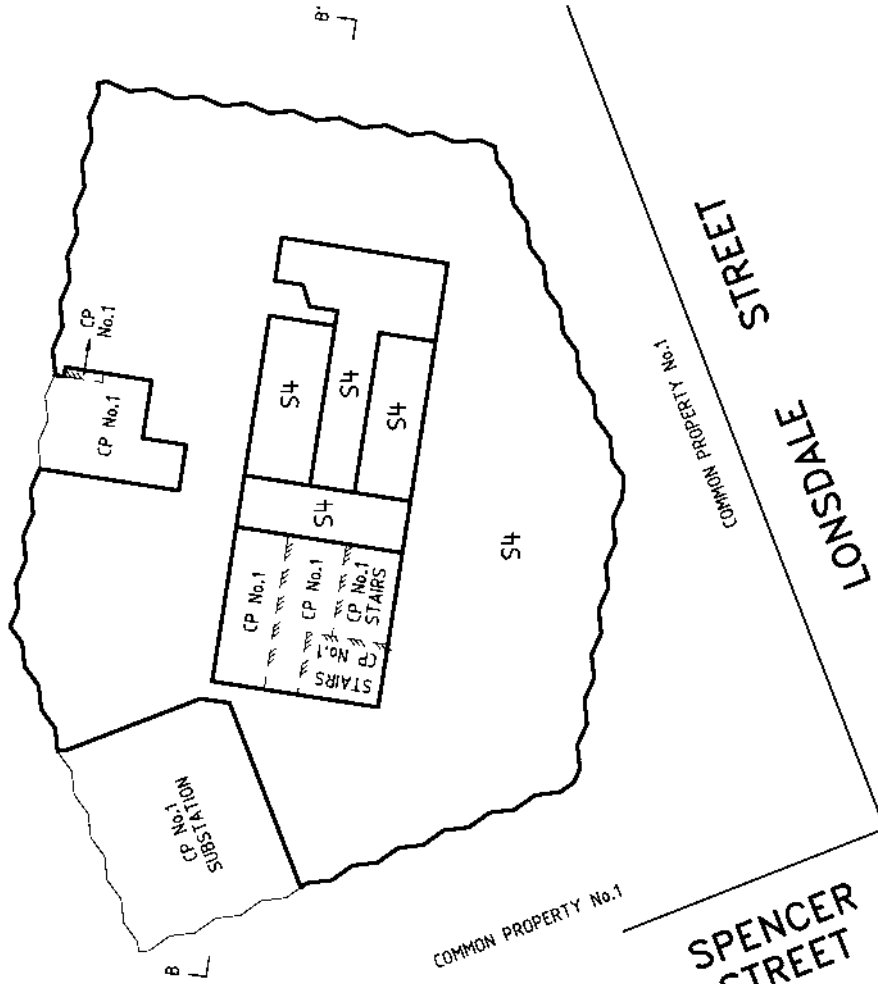


COMMON PROPERTY No.1



TOWER 1
SIXTY-SECOND STOREY
DIAGRAM 70

COMMON PROPERTY No.1



TOWER 1
SIXTY-THIRD STOREY
DIAGRAM 71

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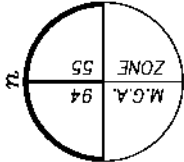
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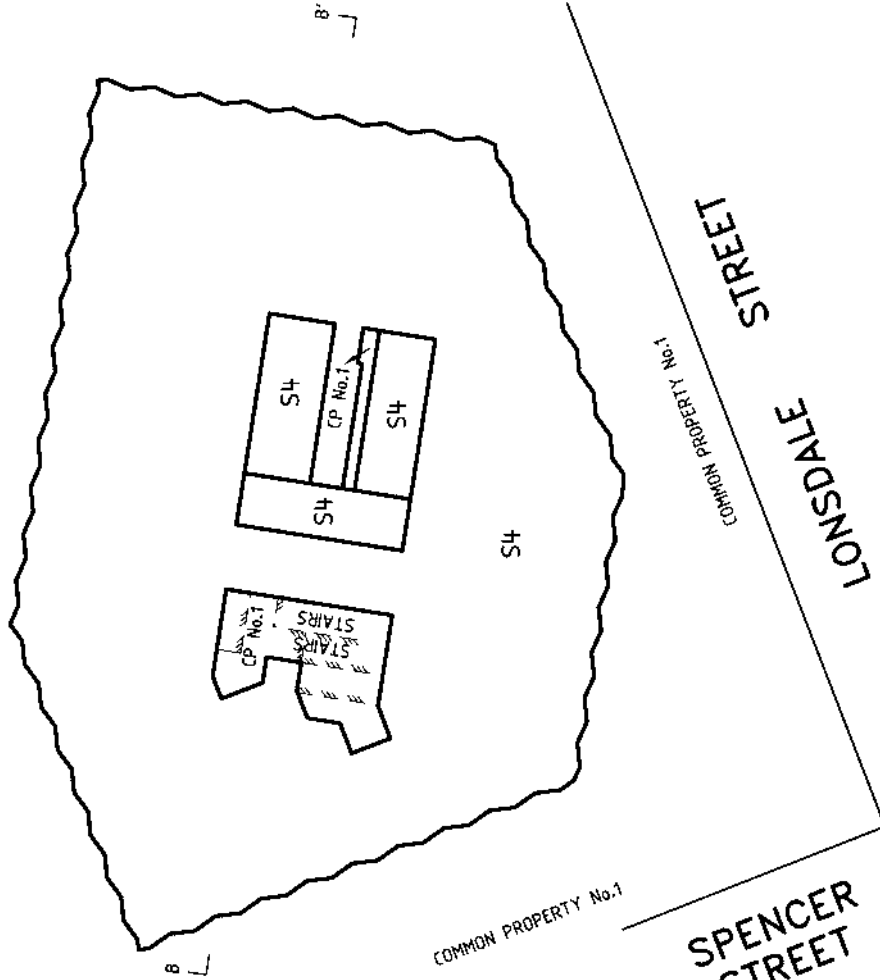
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SHEET 103

PS 746092G

PLAN OF SUBDIVISION

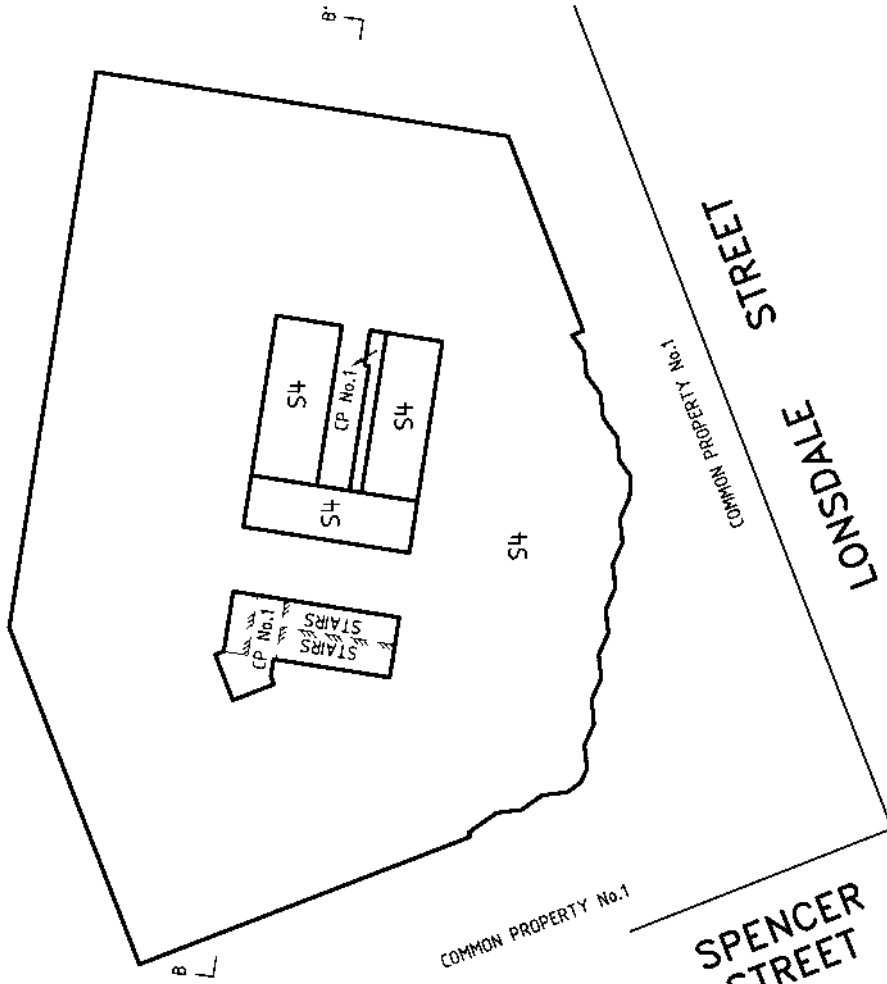


COMMON PROPERTY No.1



**TOWER 1
SIXTY-FOURTH STOREY
DIAGRAM 72**

COMMON PROPERTY No.1



**TOWER 1
SIXTY-FIFTH STOREY
DIAGRAM 73**

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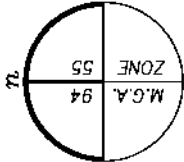
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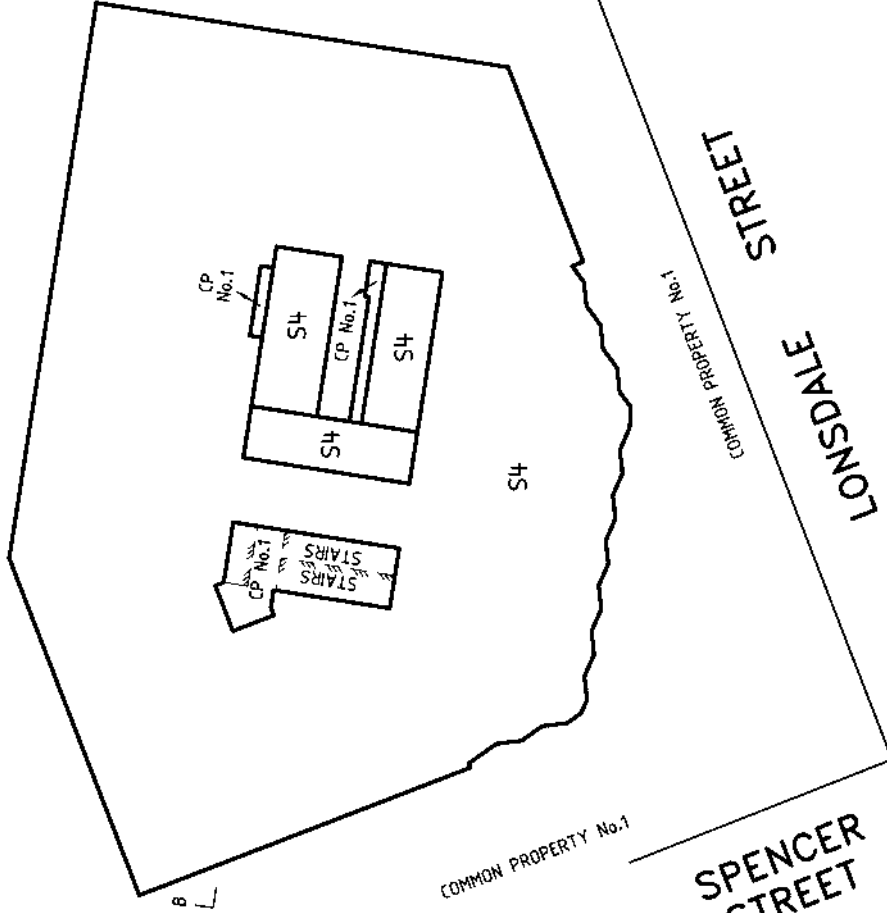
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SHEET 104

PS 746092G

PLAN OF SUBDIVISION

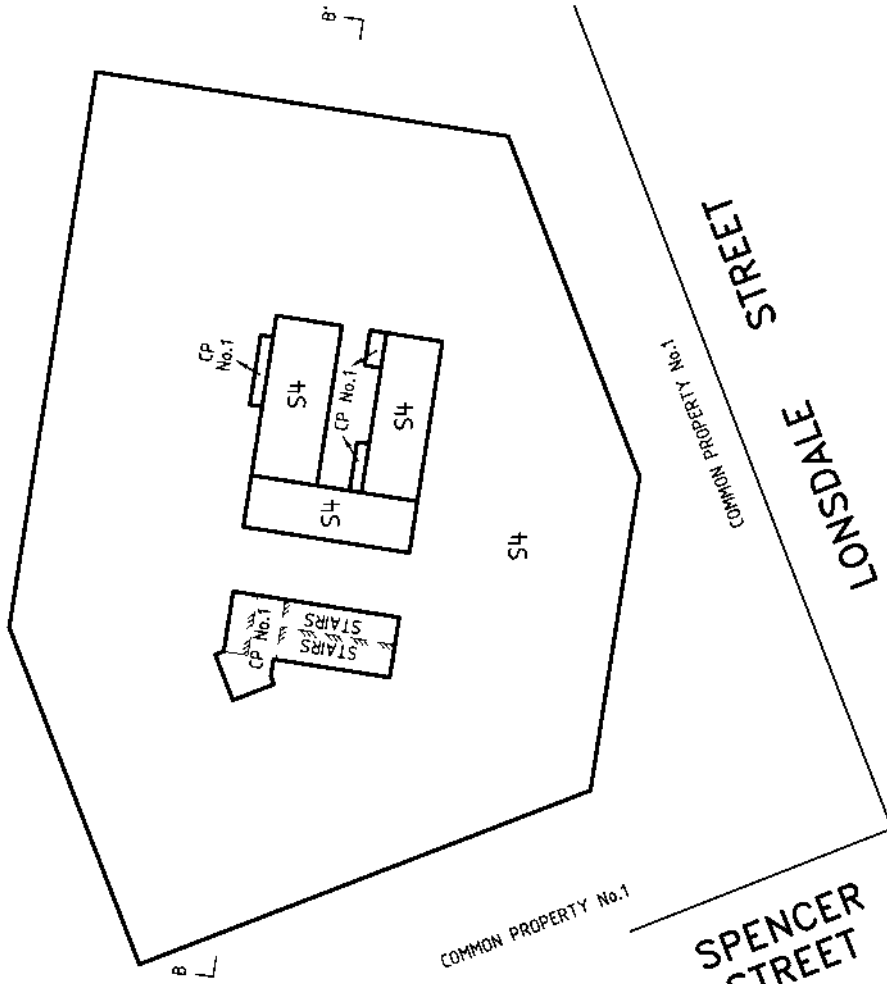


COMMON PROPERTY No.1



TOWER 1
SIXTY-SIXTH STOREY
DIAGRAM 74

COMMON PROPERTY No.1



TOWER 1
SIXTY-SEVENTH STOREY
DIAGRAM 75

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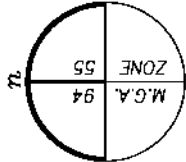
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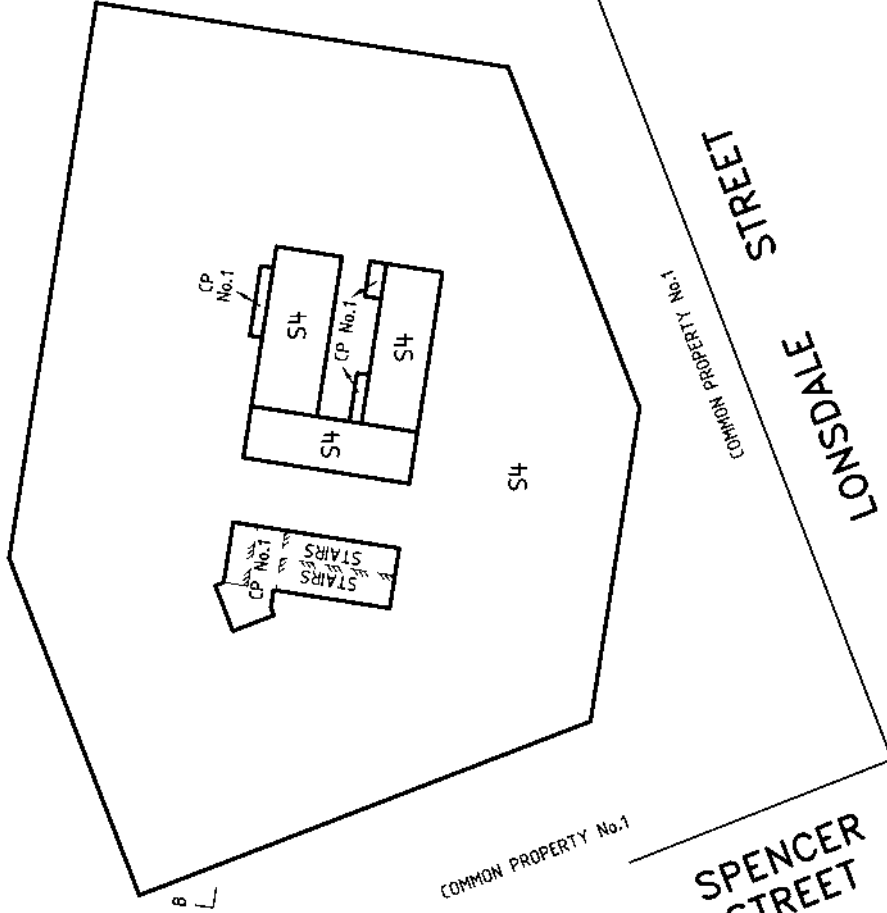
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SHEET 105

PS 746092G

PLAN OF SUBDIVISION

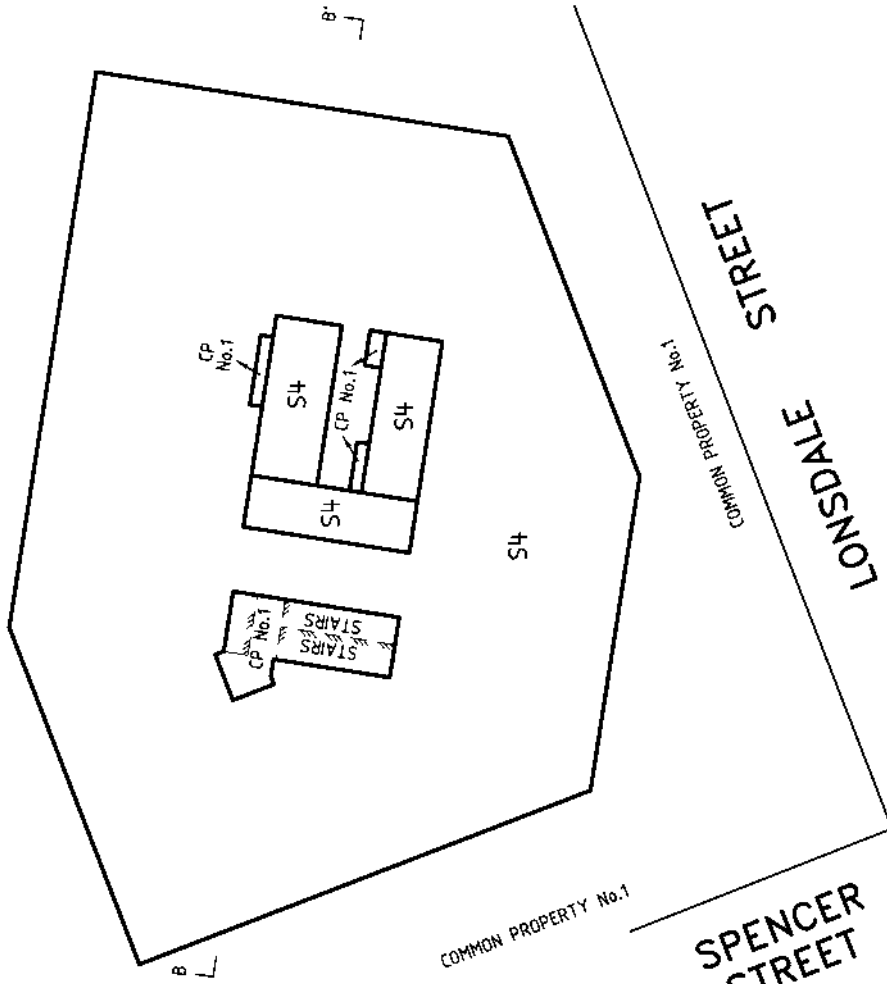


COMMON PROPERTY No.1



TOWER 1
SIXTY-EIGHTH STOREY
DIAGRAM 76

COMMON PROPERTY No.1



TOWER 1
SIXTY-NINTH STOREY
DIAGRAM 77

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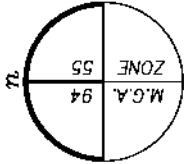
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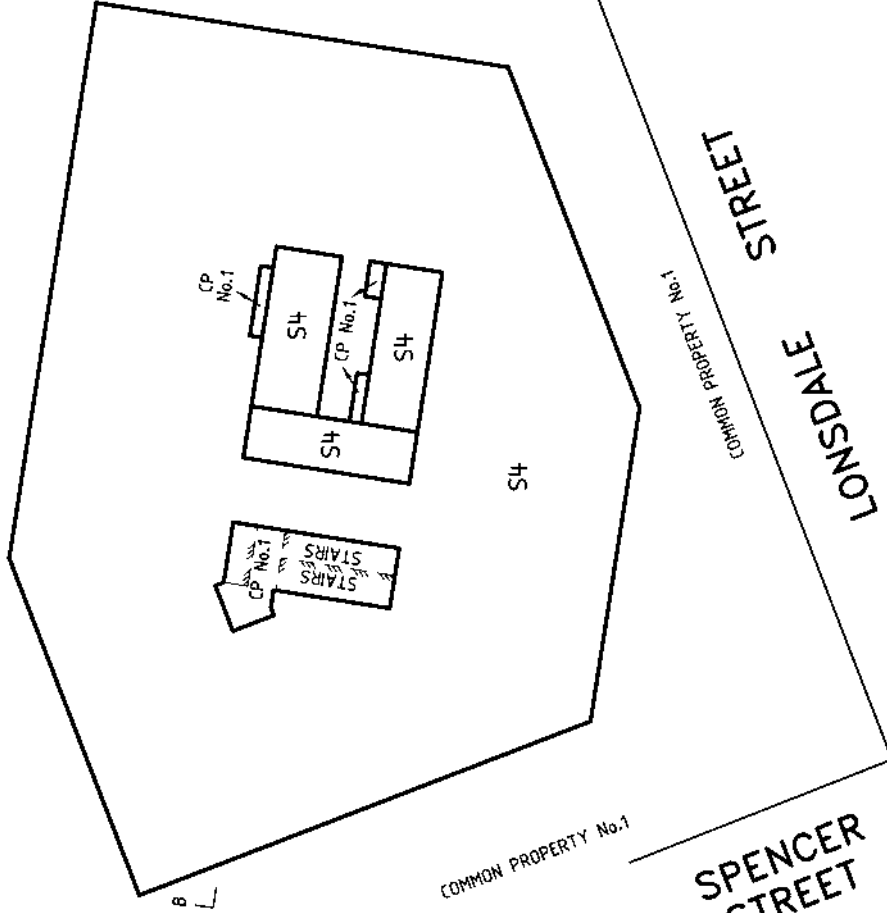
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SHEET 106

PLAN OF SUBDIVISION

PS 746092G

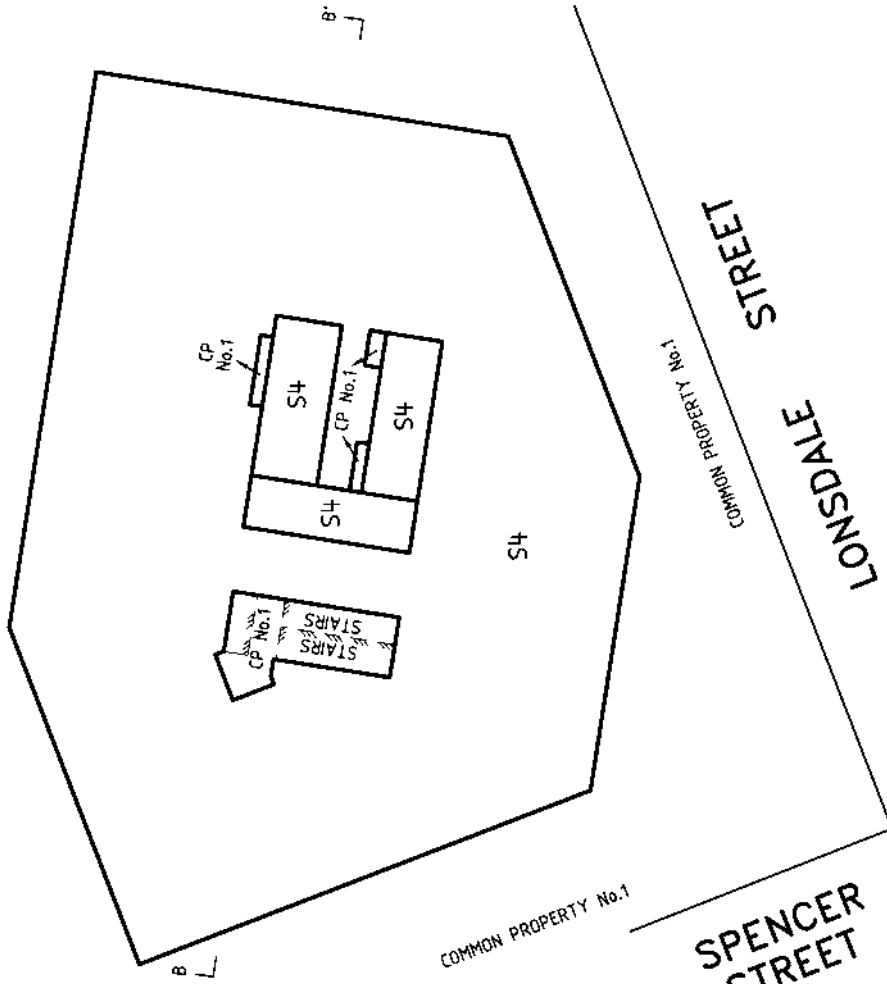


COMMON PROPERTY No.1



TOWER 1
SEVENTIETH STOREY
DIAGRAM 78

COMMON PROPERTY No.1



TOWER 1
SEVENTY-FIRST STOREY
DIAGRAM 79

veris

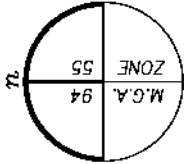
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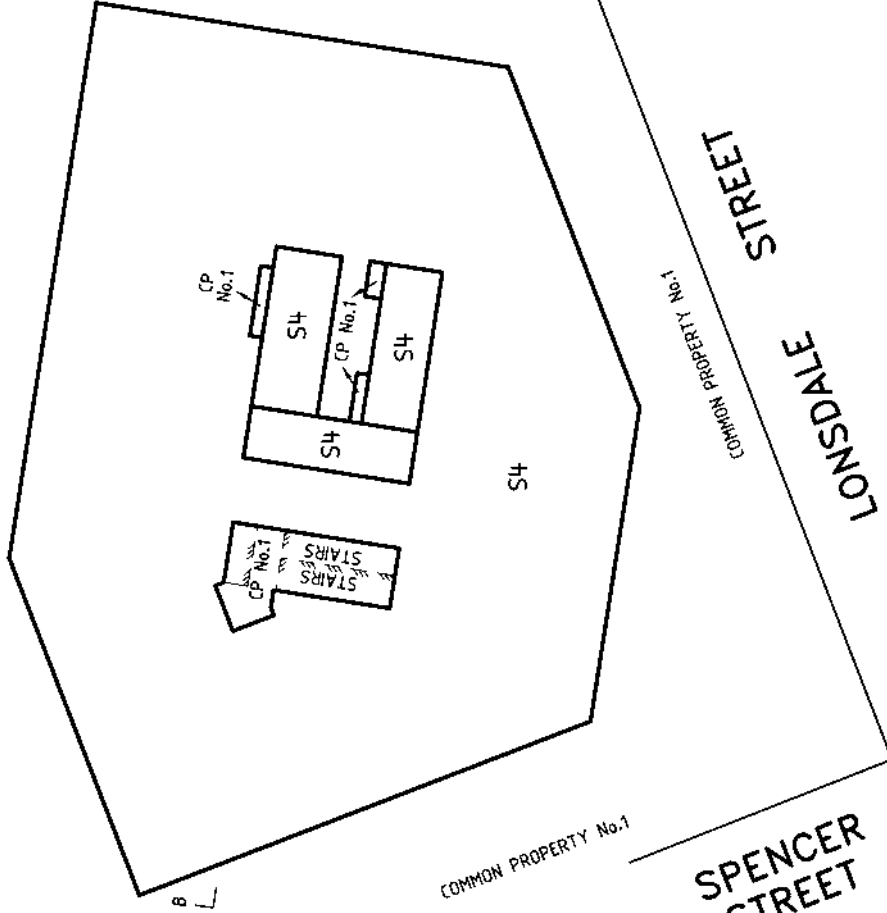
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LENGTHS ARE IN METRES	3 0 6 12	SHEET 107

PLAN OF SUBDIVISION

PS 746092G

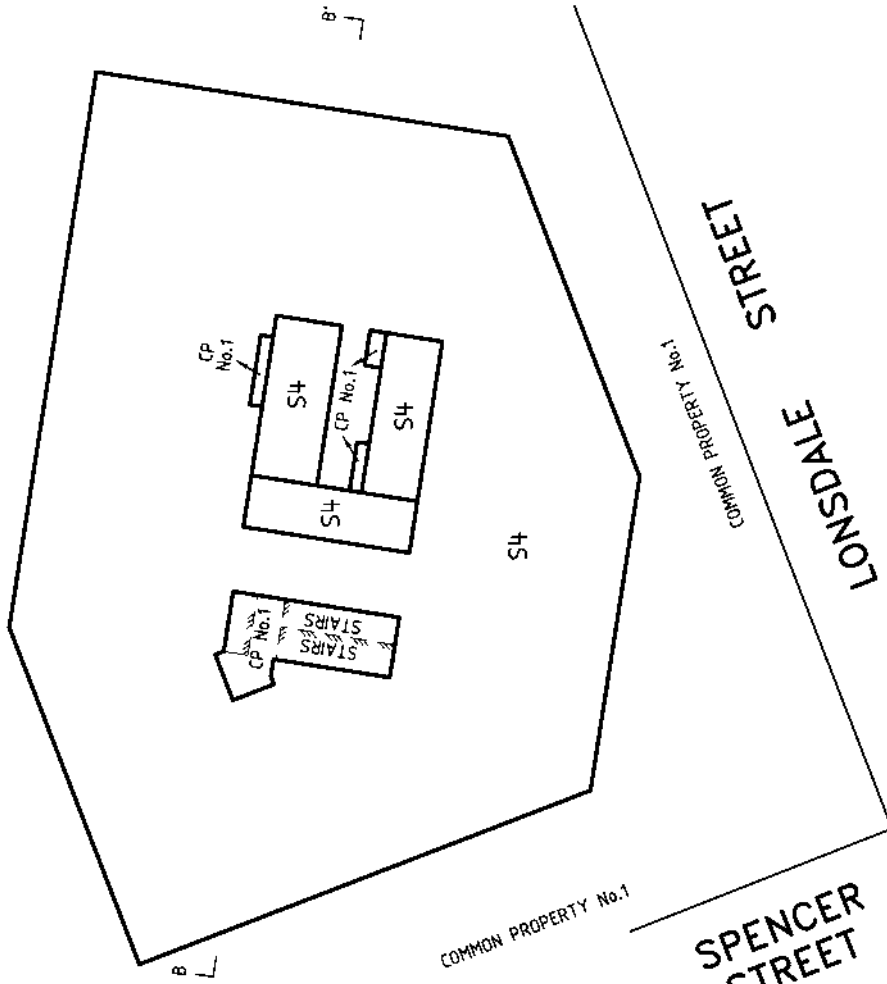


COMMON PROPERTY No.1



TOWER 1
SEVENTY-SECOND STOREY
DIAGRAM 80

COMMON PROPERTY No.1



TOWER 1
SEVENTY-THIRD STOREY
DIAGRAM 81

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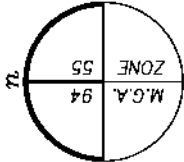
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SCALE
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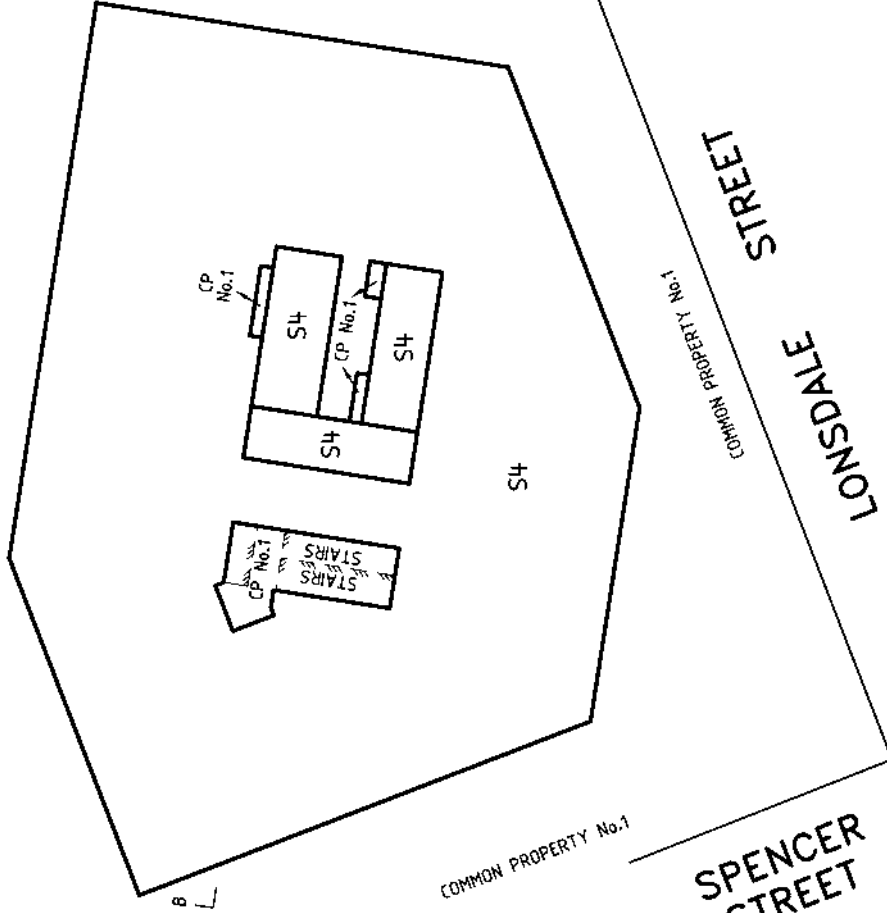
ORIGINAL SHEET SIZE A3
SHEET 108

PLAN OF SUBDIVISION

PS 746092G

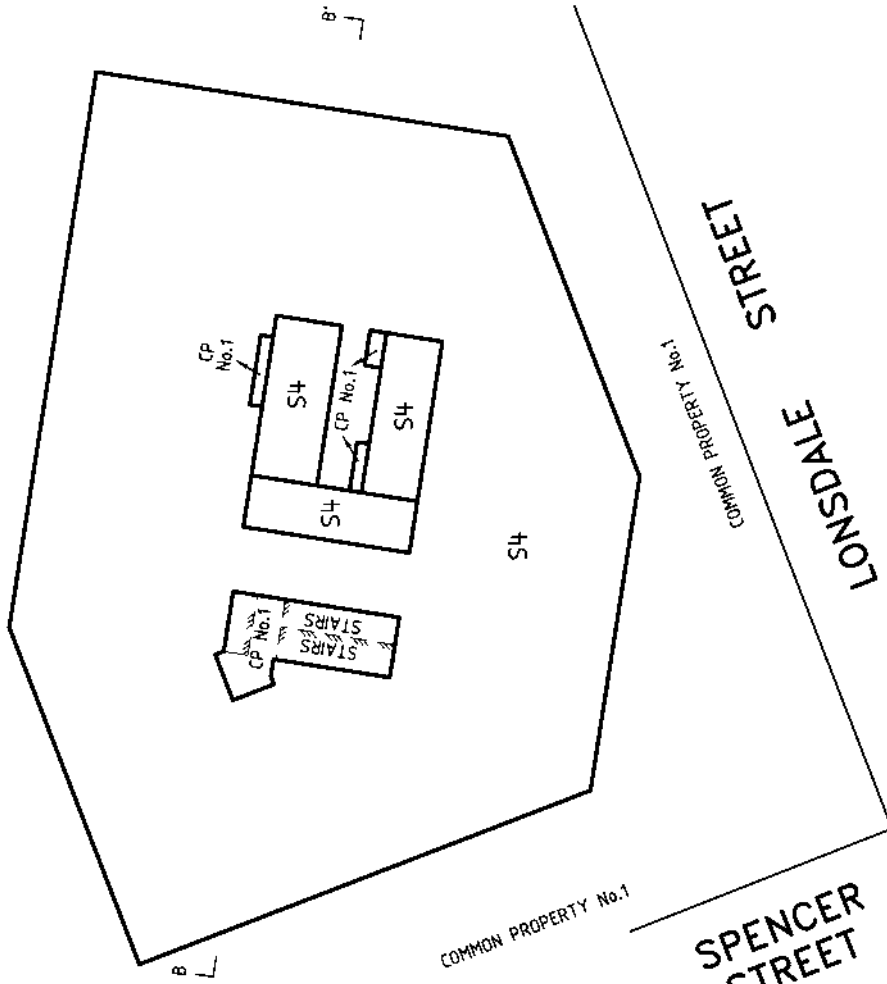


COMMON PROPERTY No.1



TOWER 1
SEVENTY-FOURTH STOREY
DIAGRAM 82

COMMON PROPERTY No.1



TOWER 1
SEVENTY-FIFTH STOREY
DIAGRAM 83

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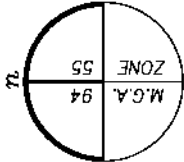
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SCALE
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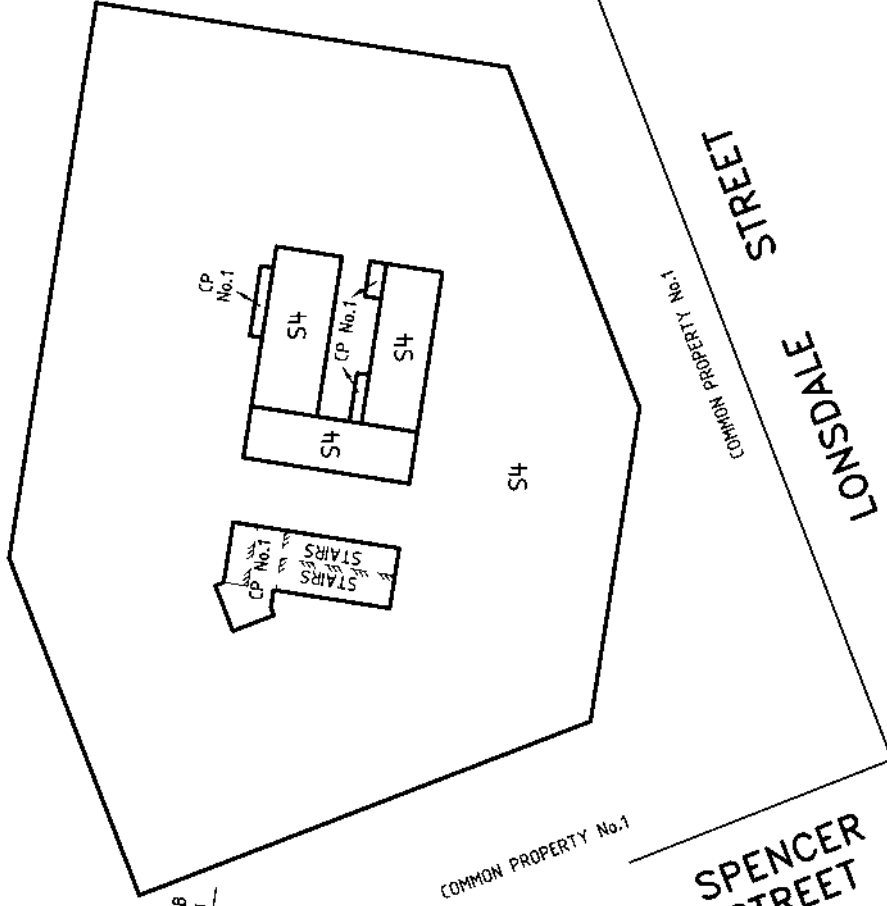
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SHEET 109

PLAN OF SUBDIVISION

PS 746092G

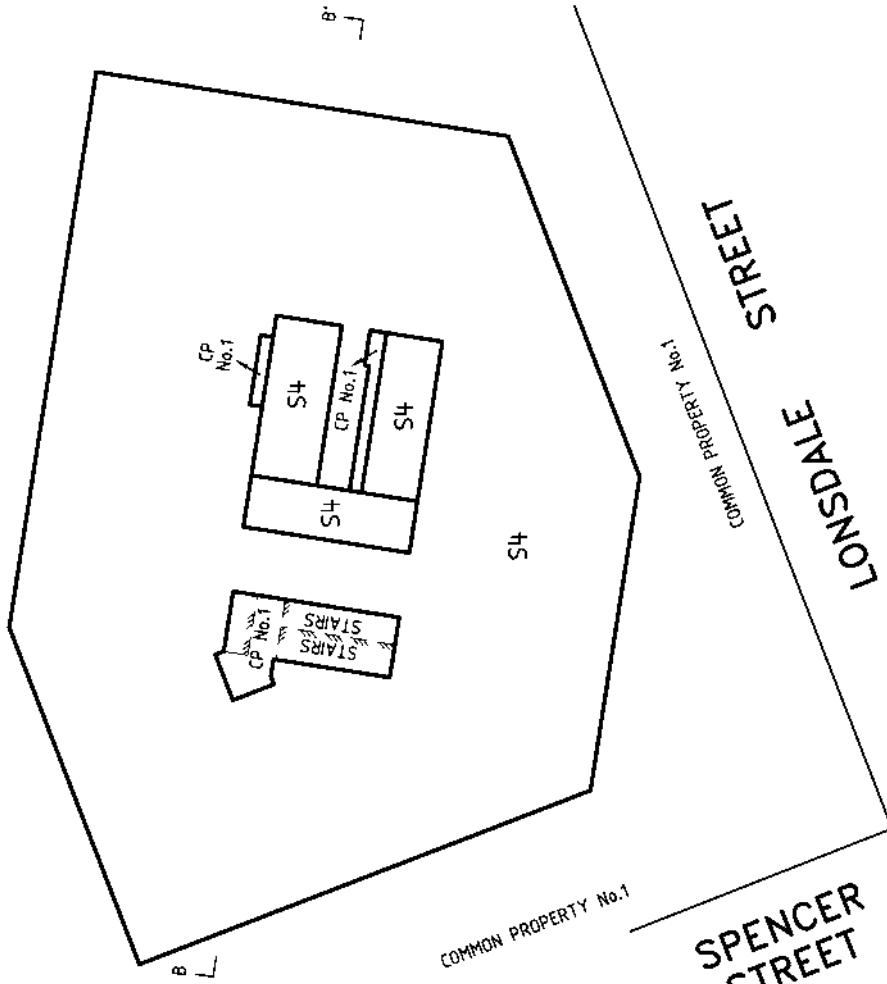


COMMON PROPERTY No.1



TOWER 1
SEVENTY-SIXTH STOREY
DIAGRAM 84

COMMON PROPERTY No.1



TOWER 1
SEVENTY-SEVENTH STOREY
DIAGRAM 85

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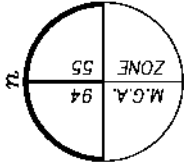
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SCALE
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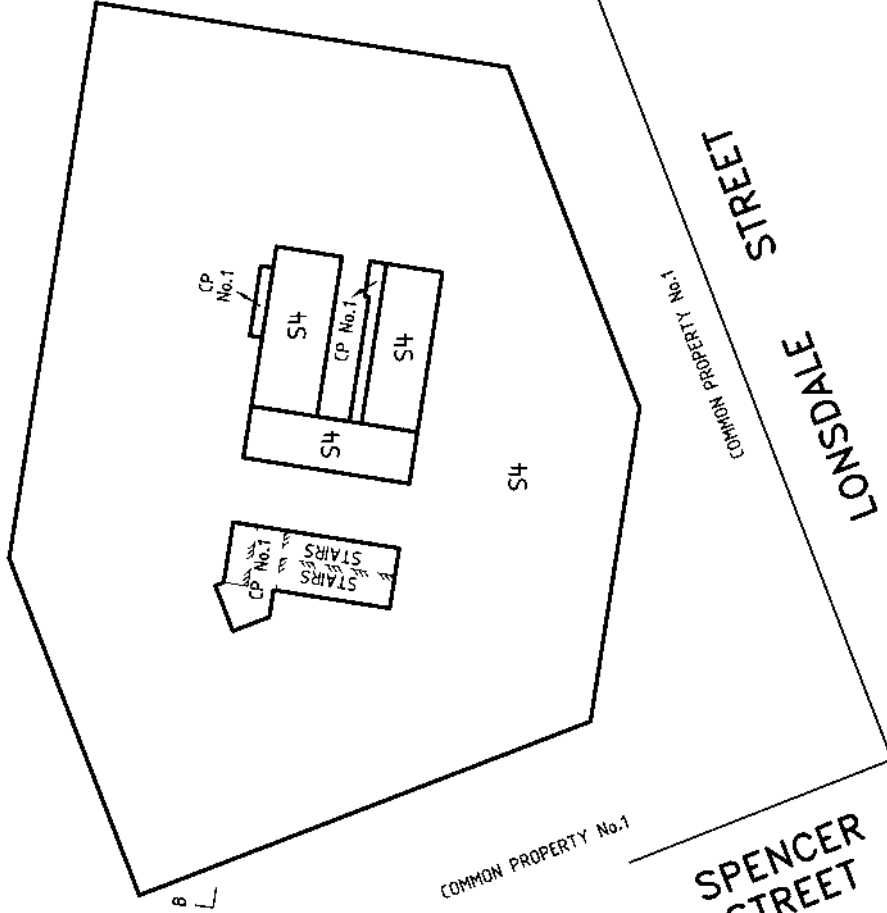
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SHEET 110

PS 746092G

PLAN OF SUBDIVISION

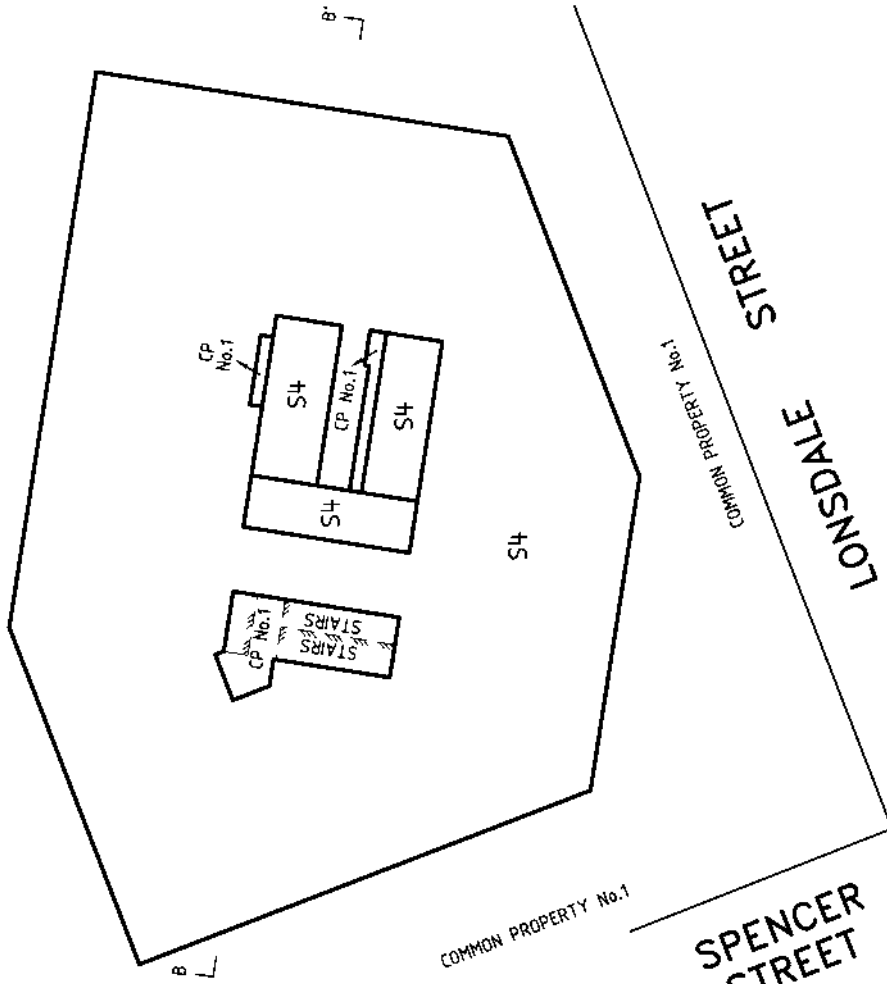


COMMON PROPERTY No.1



TOWER 1
SEVENTY-EIGHTH STOREY
DIAGRAM 86

COMMON PROPERTY No.1



TOWER 1
SEVENTY-NINTH STOREY
DIAGRAM 87

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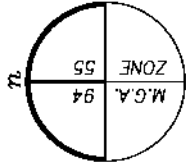
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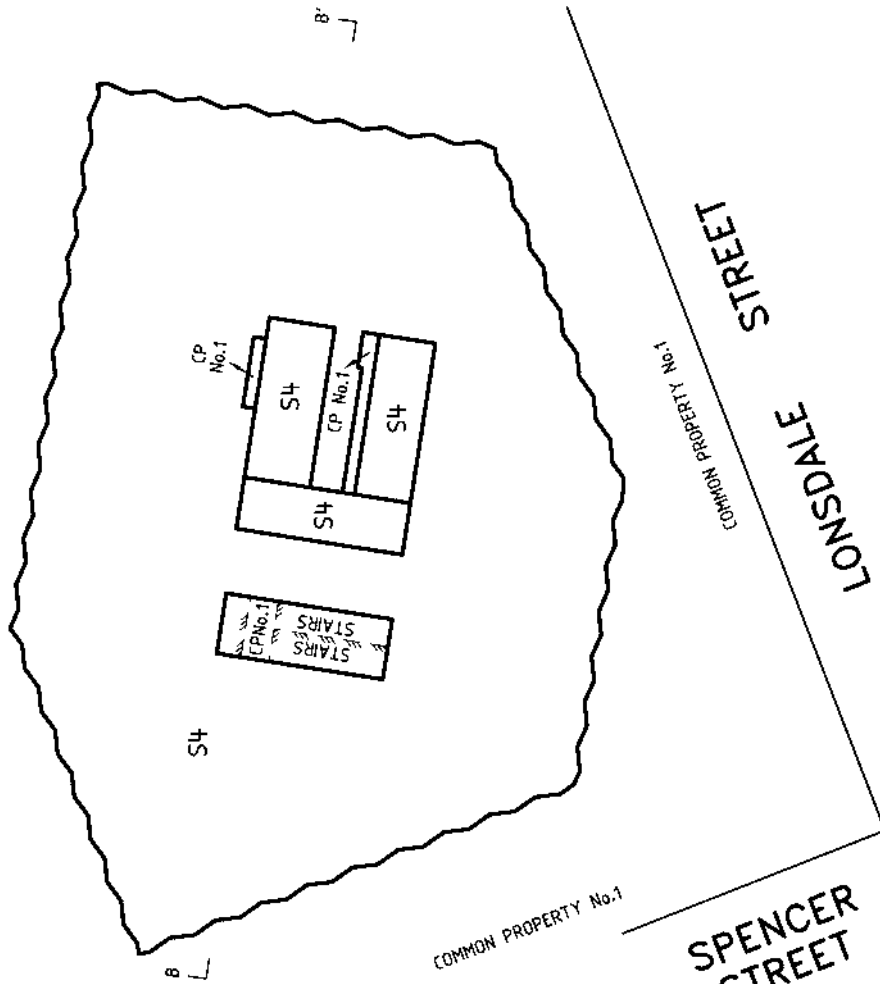
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SHEET 111

PS 746092G

PLAN OF SUBDIVISION

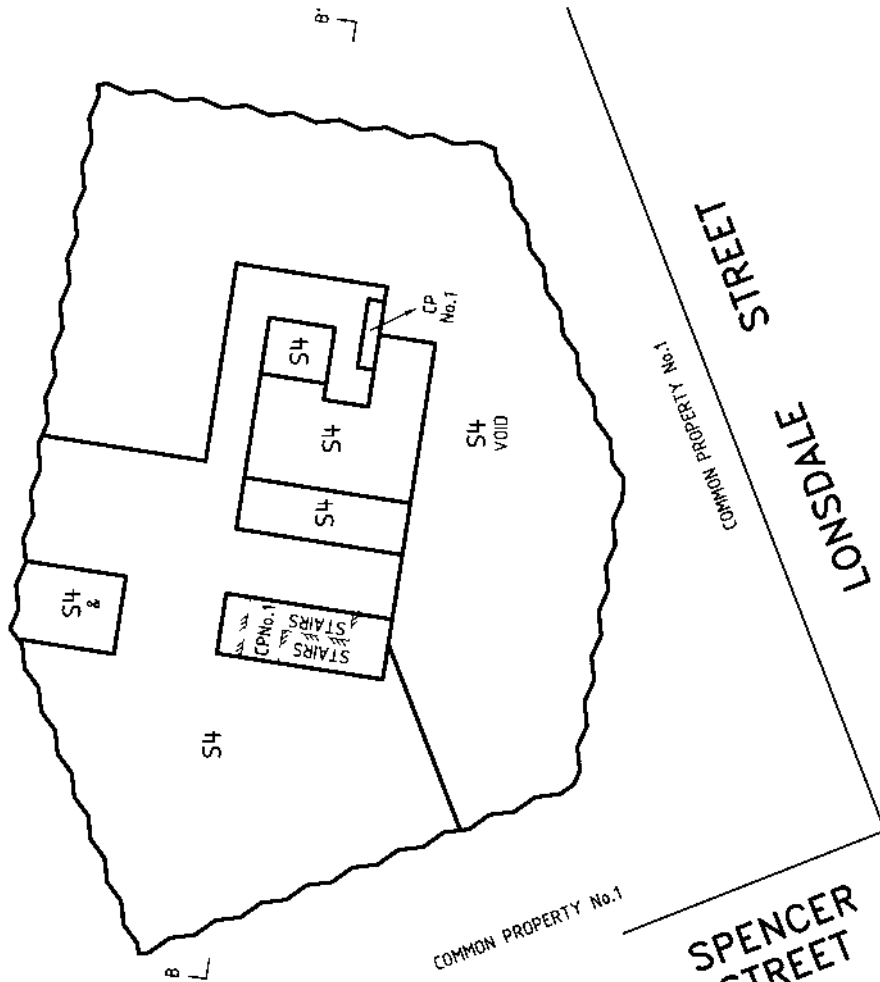


COMMON PROPERTY No.1



**TOWER 1
EIGHTIETH STOREY
DIAGRAM 88**

COMMON PROPERTY No.1



**TOWER 1
EIGHTY-FIRST STOREY
DIAGRAM 89**

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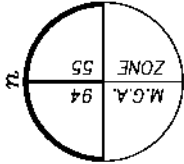
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SCALE 1:300

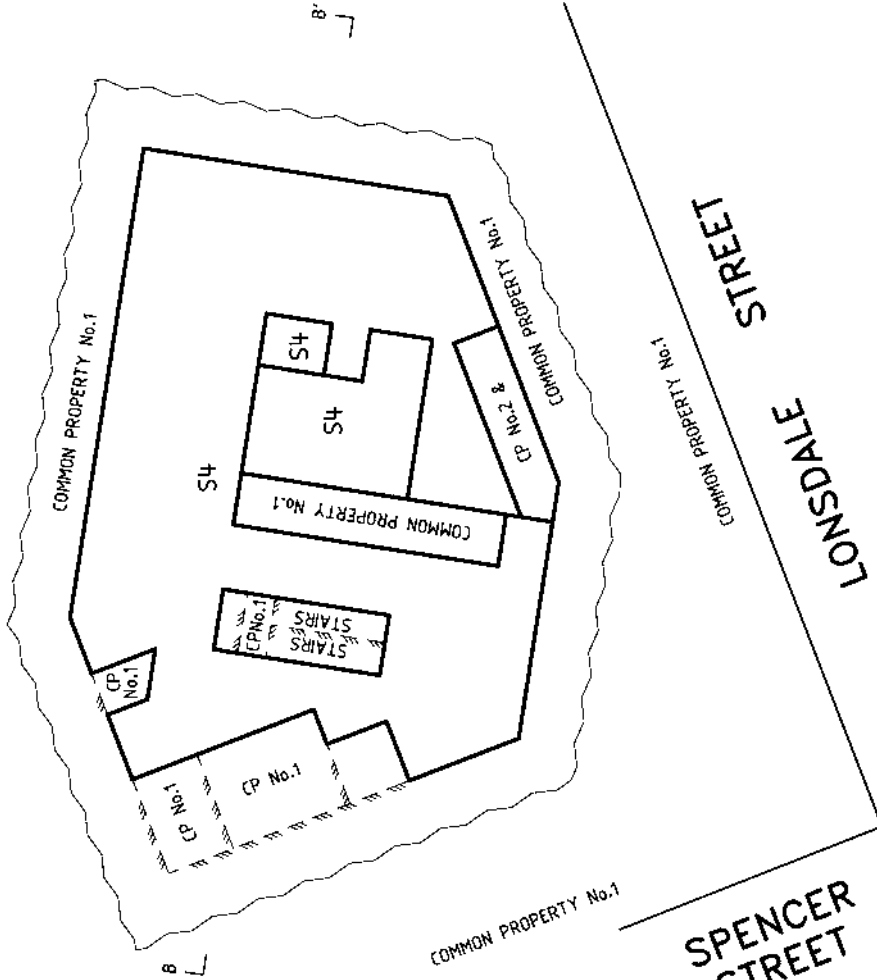
ORIGINAL SHEET SIZE A3
 SHEET 112

PS 746092G

PLAN OF SUBDIVISION

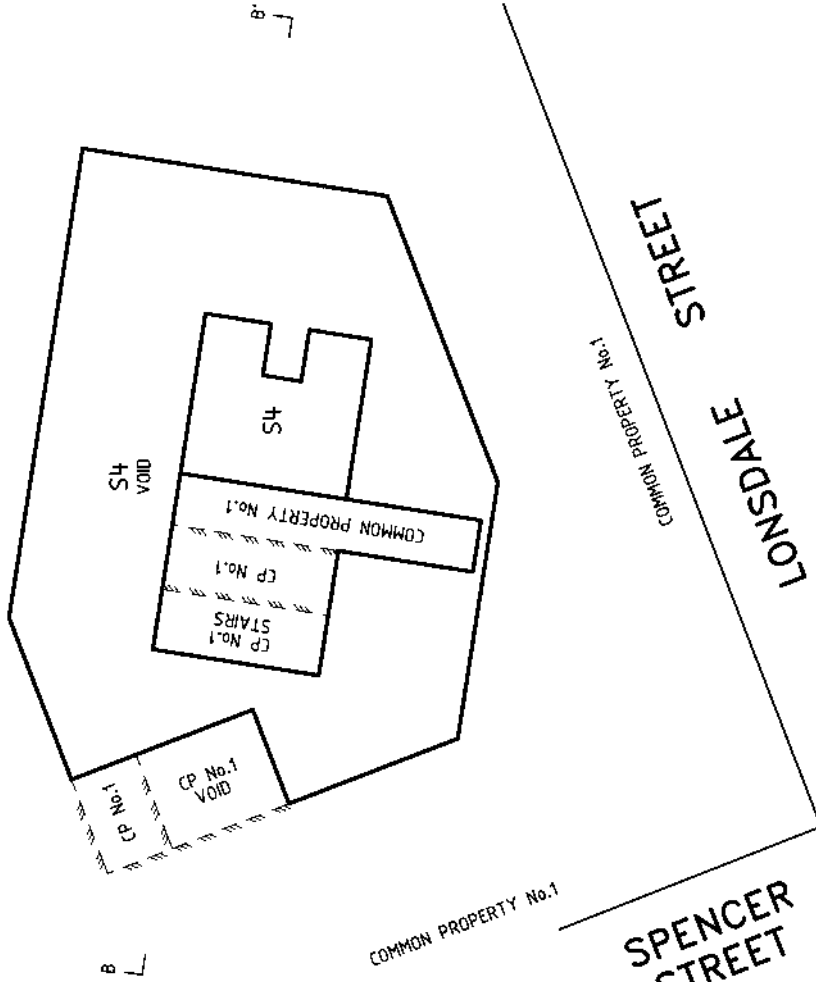


COMMON PROPERTY No.1



**TOWER 1
EIGHTY-SECOND STOREY
DIAGRAM 90**

COMMON PROPERTY No.1



**TOWER 1
EIGHTY-THIRD STOREY
DIAGRAM 91**

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LICENSED SURVEYOR **LACHLAN JAMES McCLEARY**
DATE 15/06/23 REFERENCE 302547
VERSION C DRAWING 30254711-AC

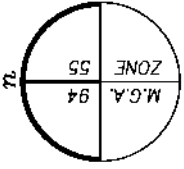
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SCALE 1:300

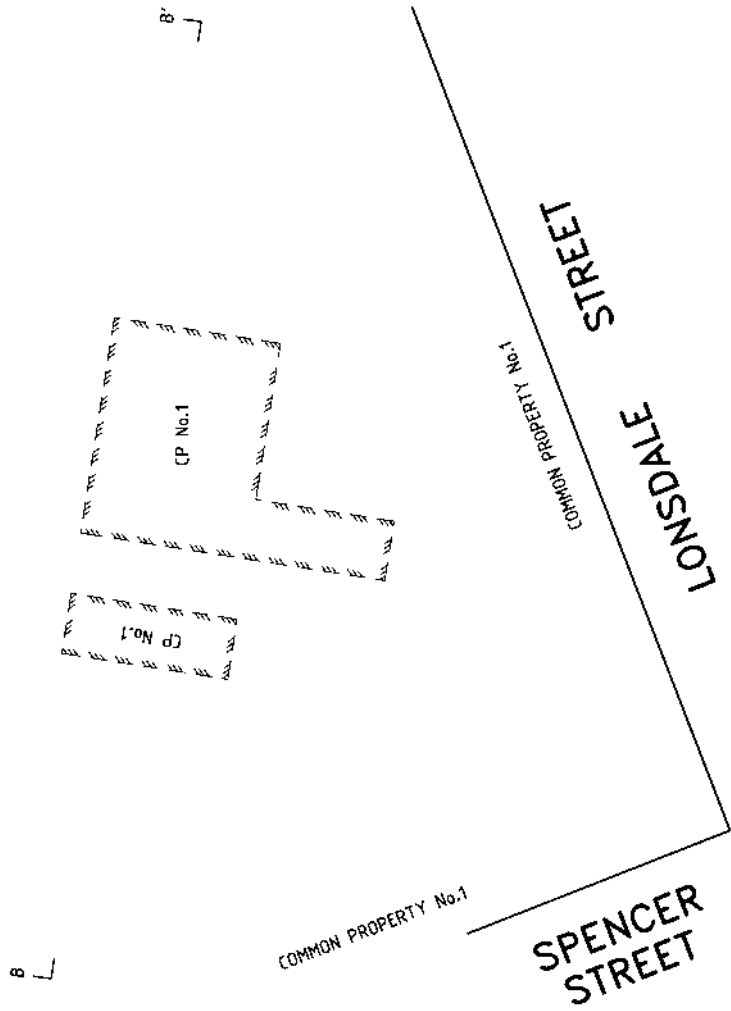
ORIGINAL SHEET SIZE A3
SHEET 113

PLAN OF SUBDIVISION

PS 746092G



COMMON PROPERTY No.1



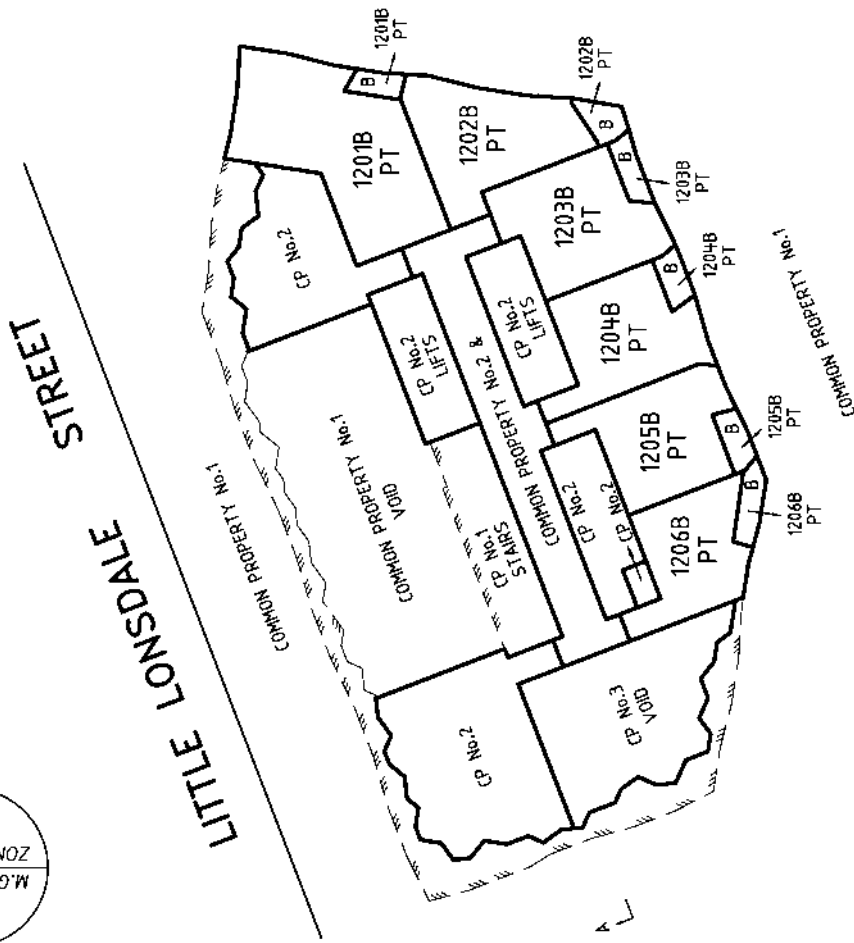
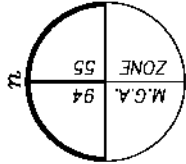
TOWER 1
 EIGHTY-FOURTH / TOPMOST STOREY
 DIAGRAM 92

<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>		<p>SCALE 1:300</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 114</p>
<p>DATE 15/06/23</p>		<p>LENGTHS ARE IN METRES 0 6 12</p>	
<p>VERSION C</p>		<p>REFERENCE 302547 DRAWING 30254711-AC</p>	
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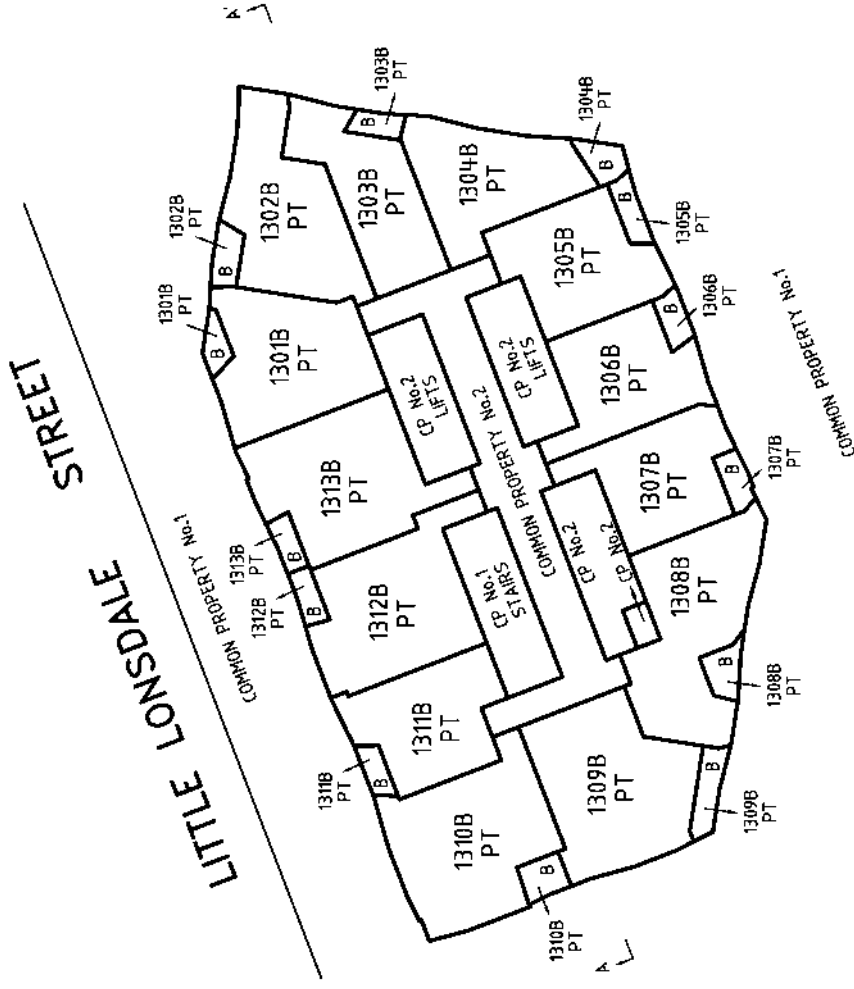


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PLAN OF SUBDIVISION



**TOWER 2
TWELFTH STOREY
DIAGRAM 93**



**TOWER 2
THIRTEENTH STOREY
DIAGRAM 94**

VERIS

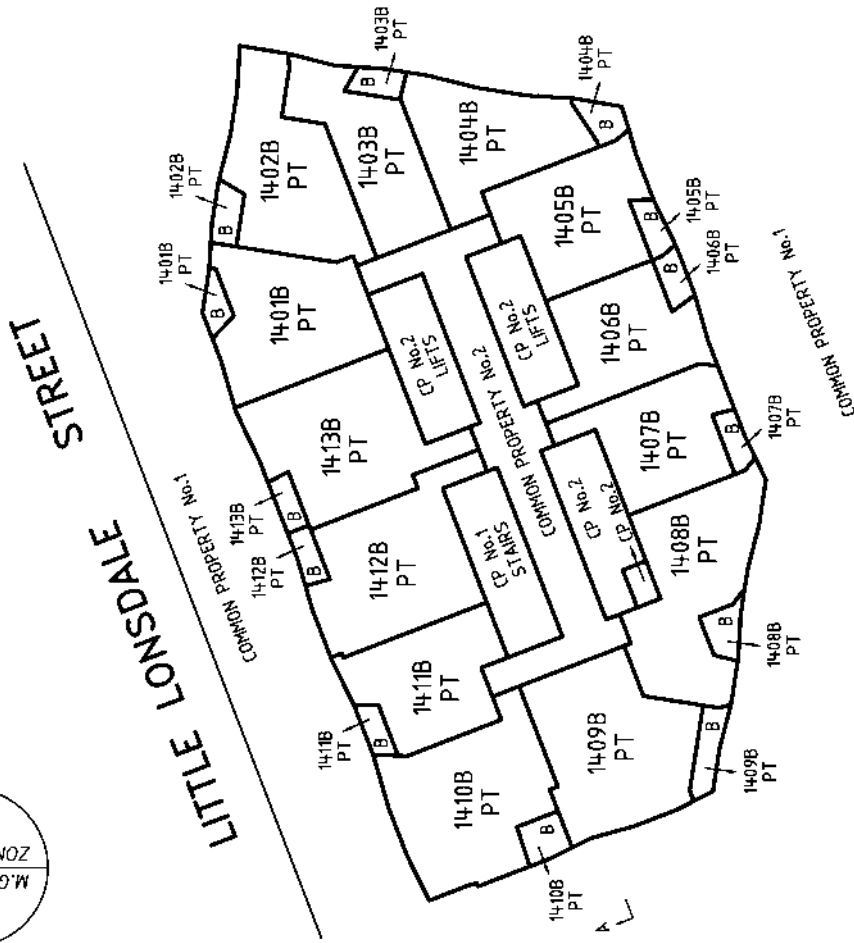
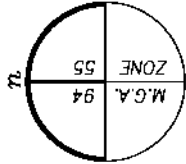
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DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

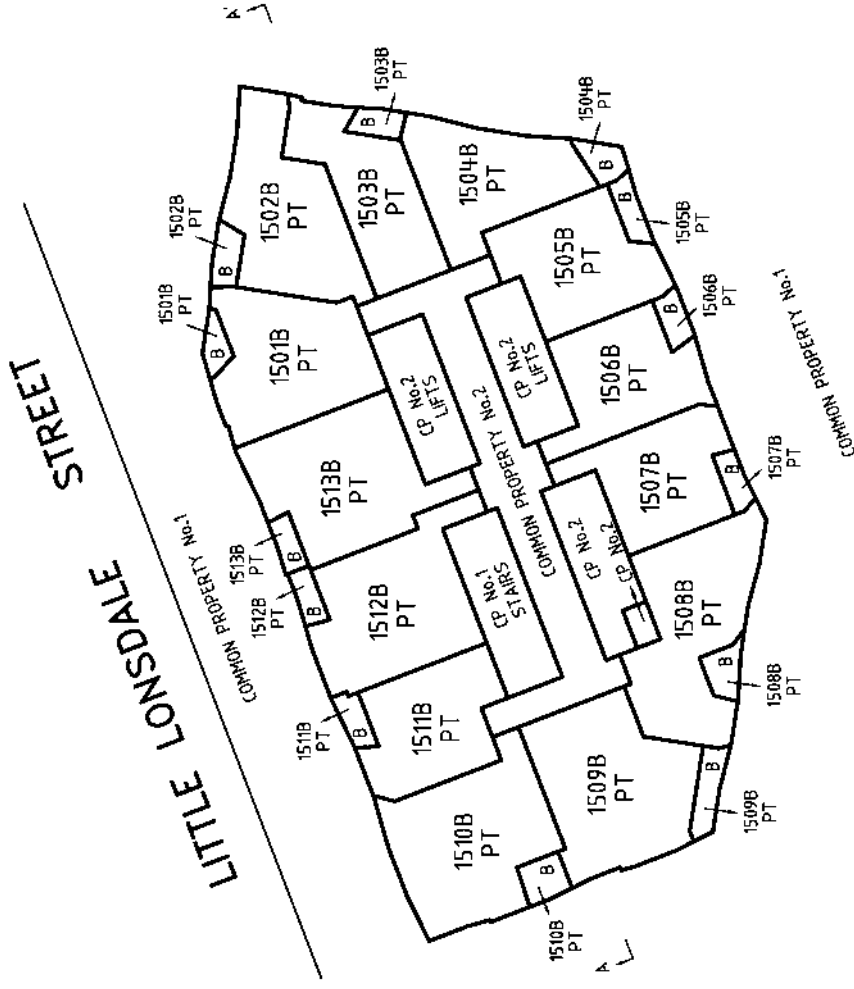
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 115

PS 746092G

PLAN OF SUBDIVISION



**TOWER 2
FOURTEENTH STOREY
DIAGRAM 95**



**TOWER 2
FIFTEENTH STOREY
DIAGRAM 96**

VERIS

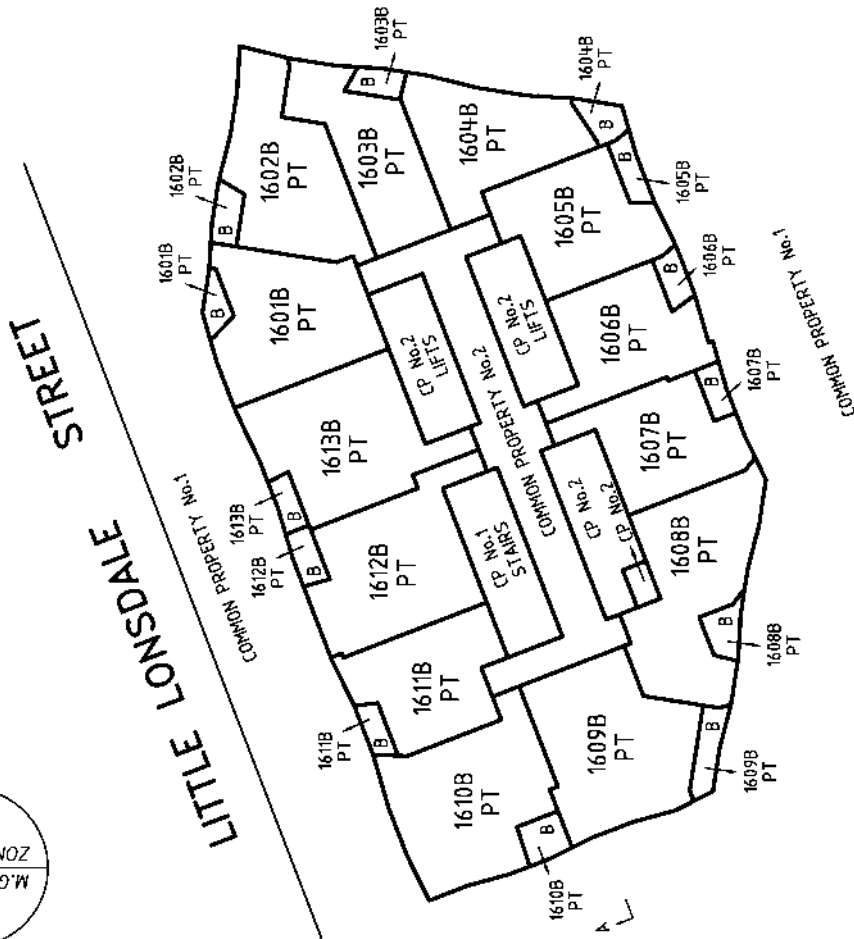
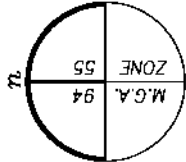
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VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

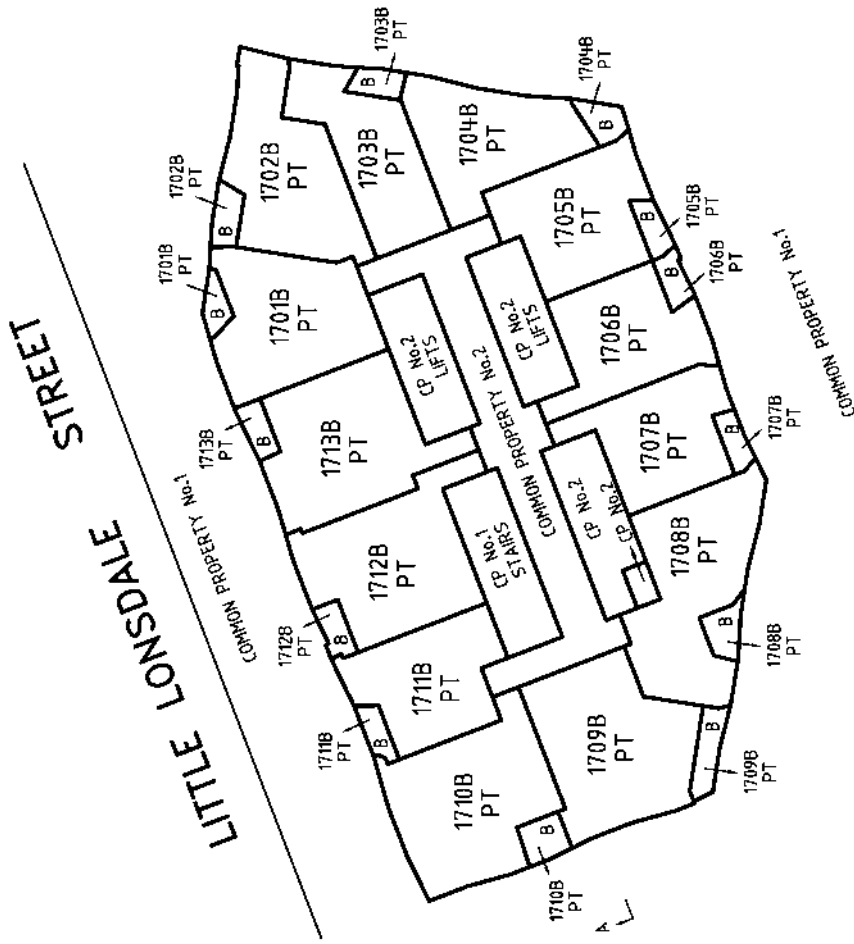
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 116

PS 746092G

PLAN OF SUBDIVISION



**TOWER 2
SIXTEENTH STOREY
DIAGRAM 97**



**TOWER 2
SEVENTEENTH STOREY
DIAGRAM 98**

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 DATE 15/06/23 REFERENCE 302547
 VERSION C DRAWING 30254711-AC

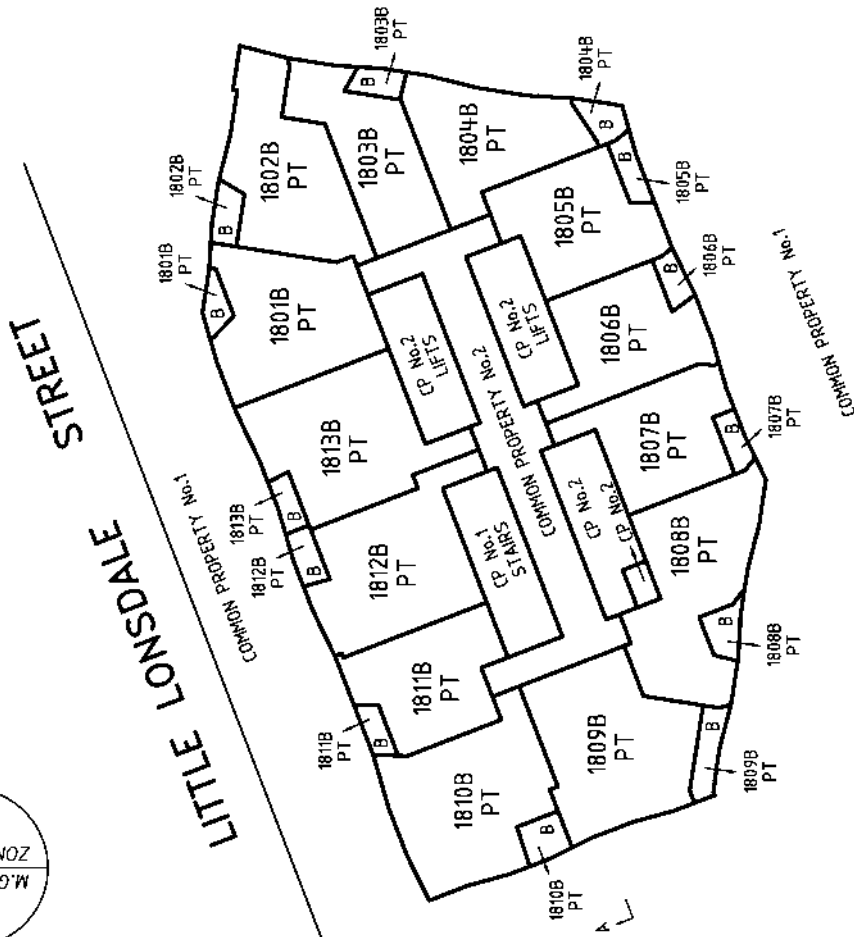
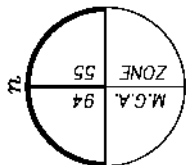
3 0 6 12
 LENGTHS ARE IN METRES

SCALE 1:300

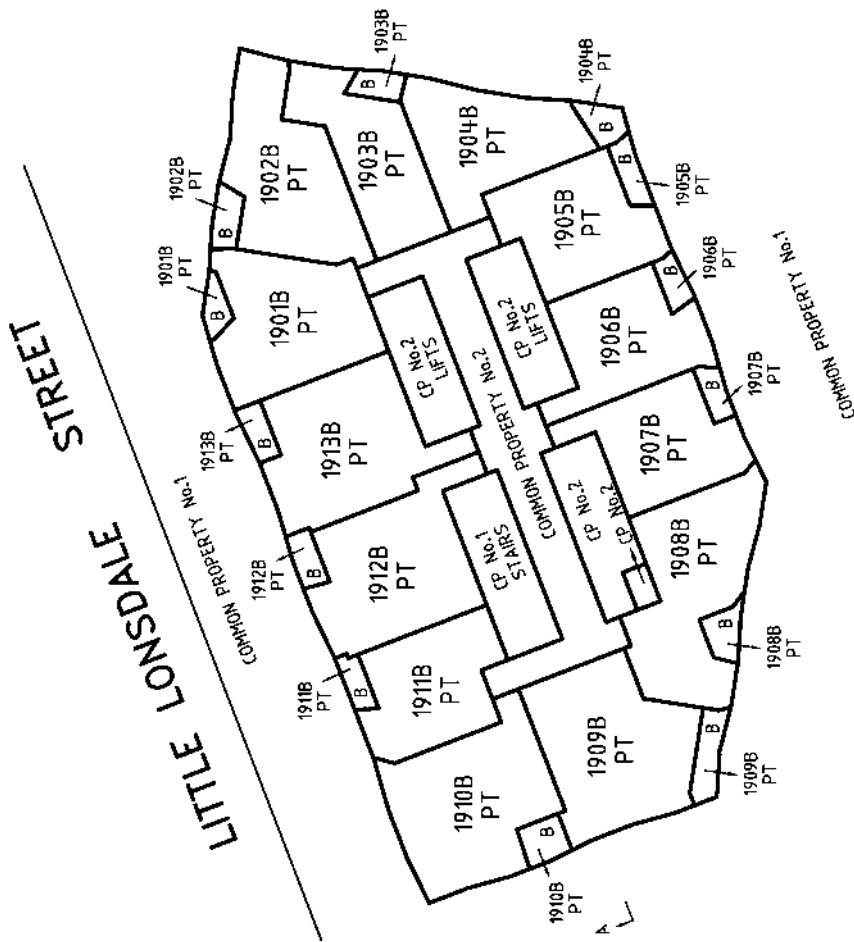
ORIGINAL SHEET SIZE A3
 SHEET 117

PS 746092G

PLAN OF SUBDIVISION



**TOWER 2
EIGHTEENTH STOREY
DIAGRAM 99**



**TOWER 2
NINETEENTH STOREY
DIAGRAM 100**

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 VERSION C DRAWING 30254711-AC

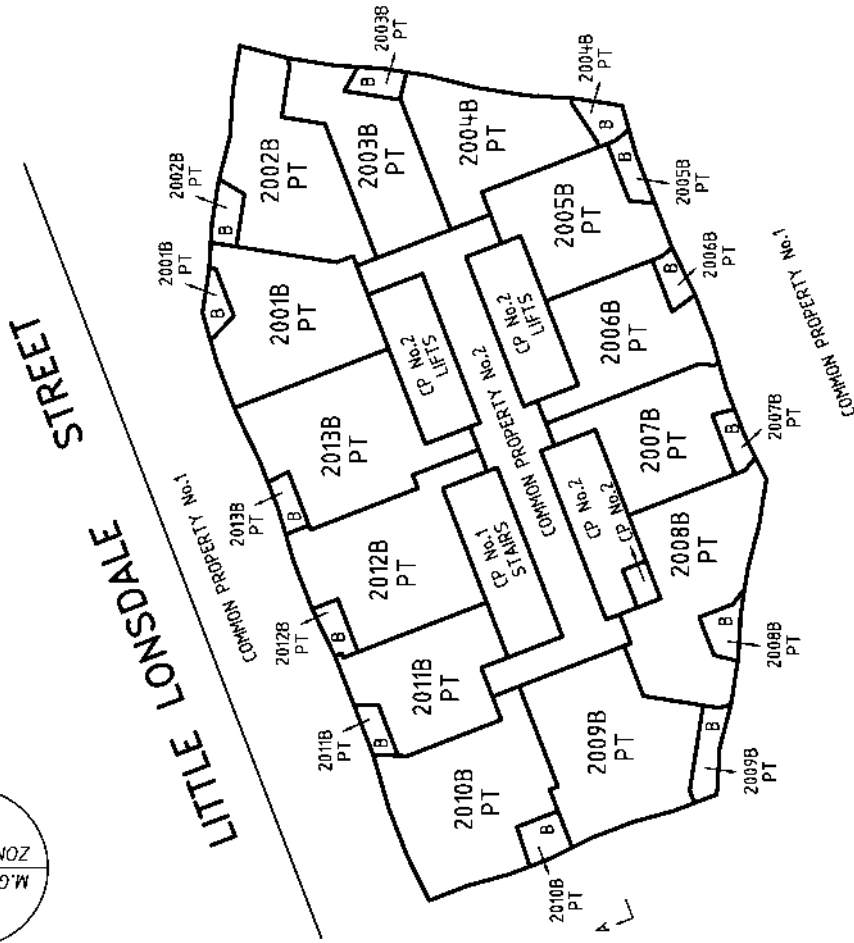
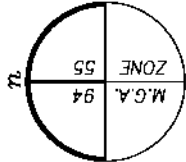
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 LENGTHS ARE IN METRES

SCALE 1:300

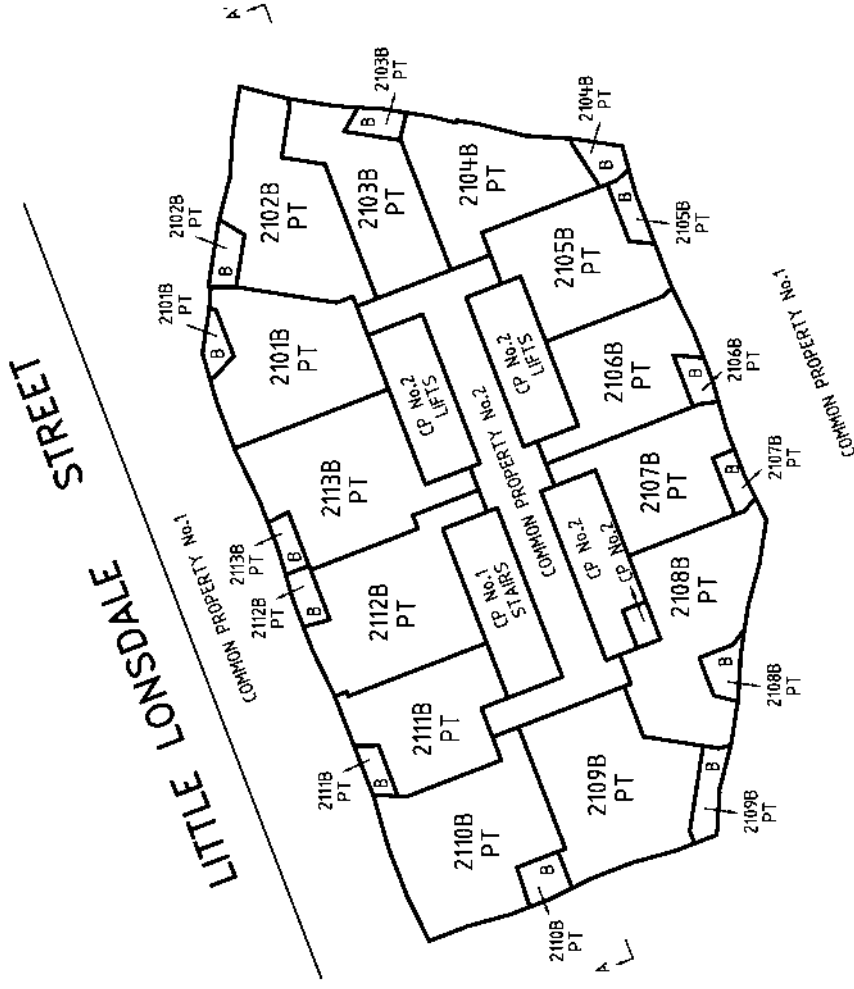
ORIGINAL SHEET SIZE A3
 SHEET 118

PS 746092G

PLAN OF SUBDIVISION



**TOWER 2
TWENTIETH STOREY
DIAGRAM 101**



**TOWER 2
TWENTY-FIRST STOREY
DIAGRAM 102**

VERIS

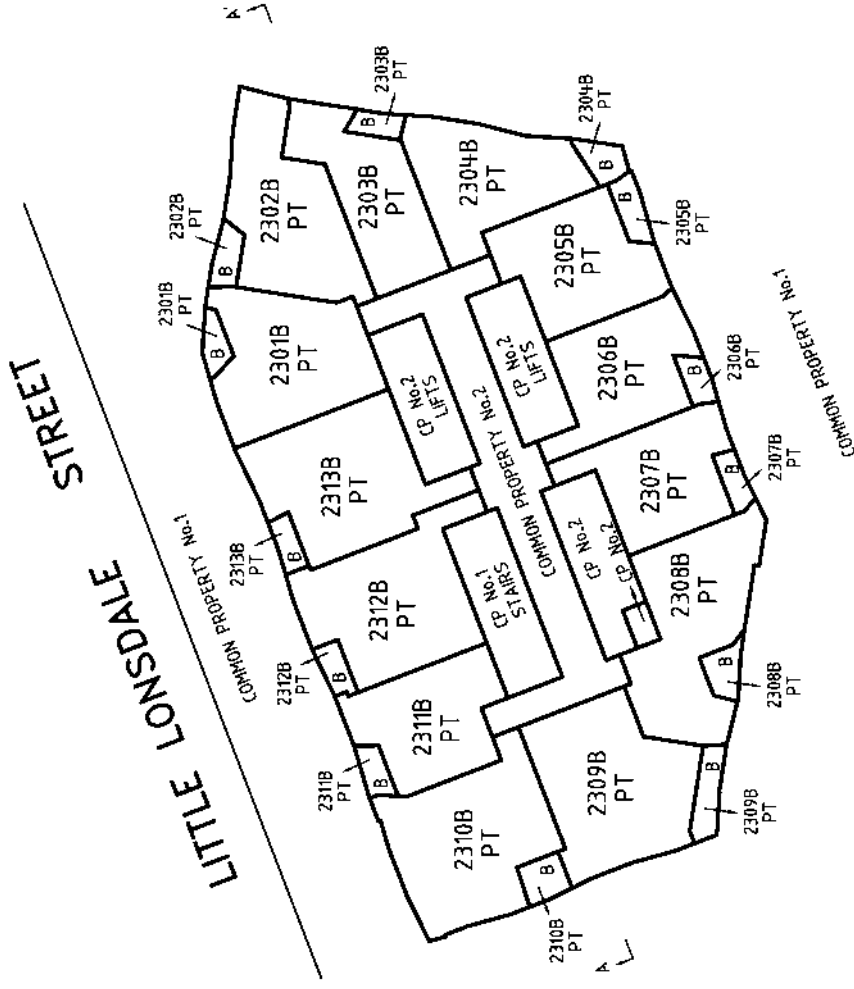
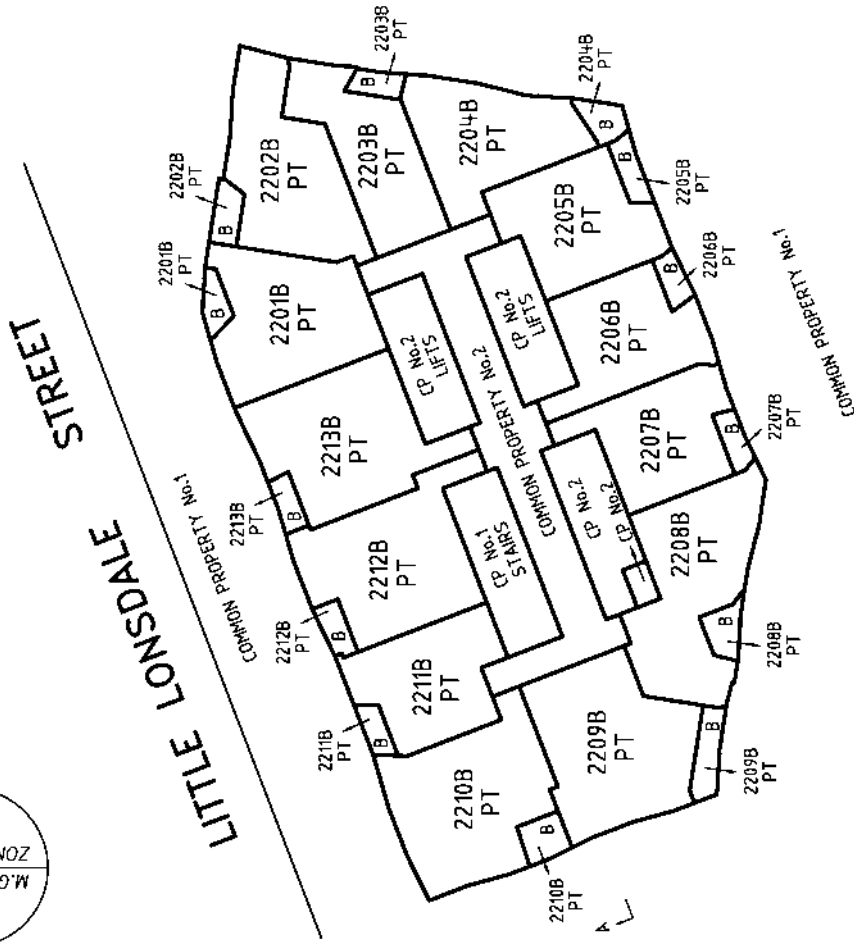
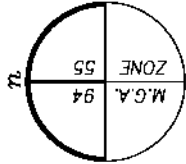
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DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 119

PS 746092G

PLAN OF SUBDIVISION

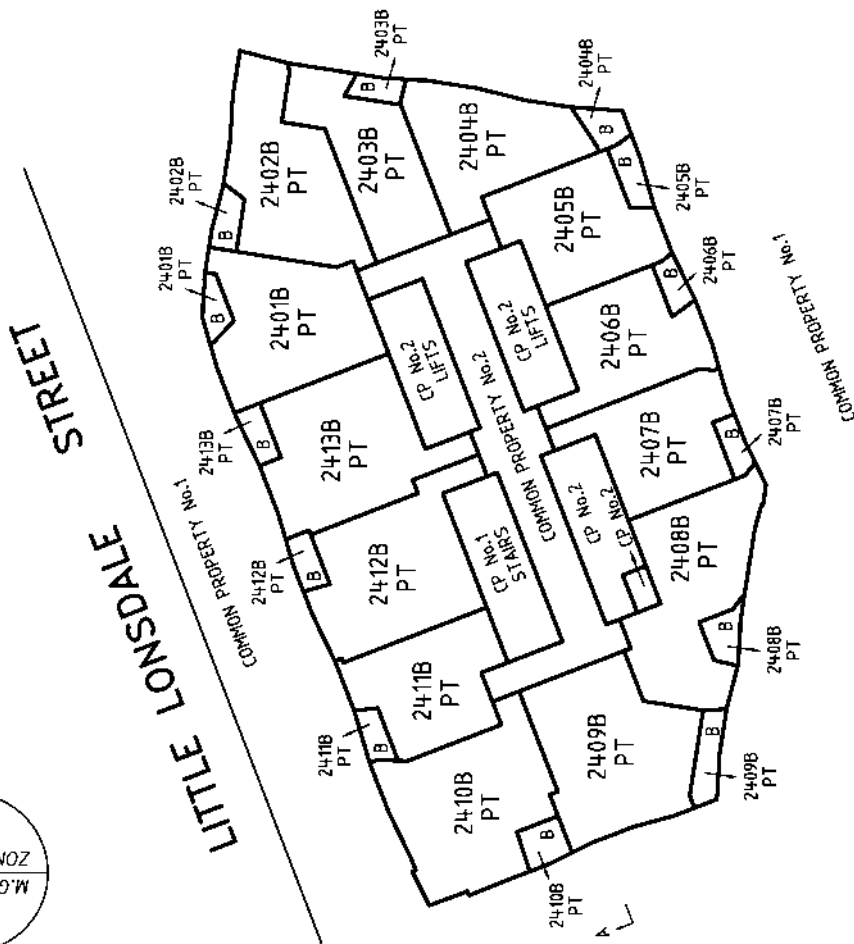
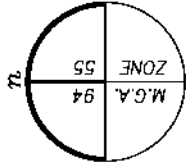


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<p>DATE 15/06/23</p>		<p>LENGTHS ARE IN METRES</p> <p>3 0 6 12</p>	<p>SHEET 120</p>
<p>VERSION C</p>		<p>REFERENCE 302547</p> <p>DRAWING 30254711-AC</p>	
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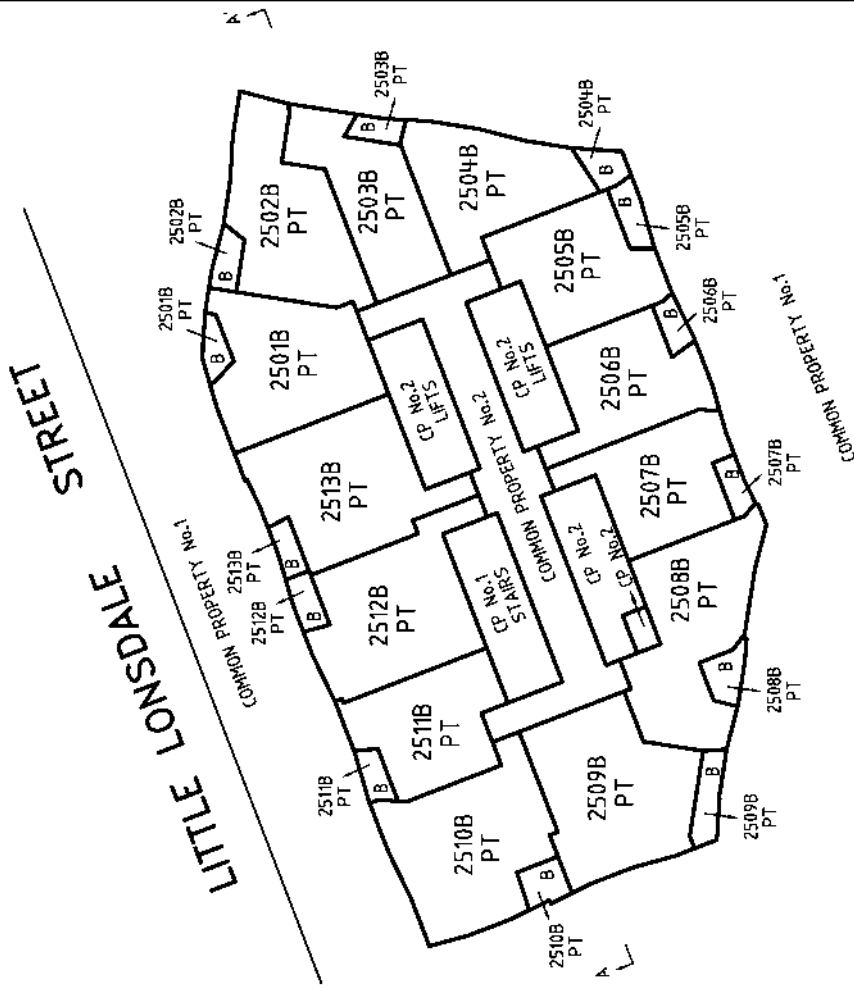


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PLAN OF SUBDIVISION



**TOWER 2
TWENTY-FOURTH STOREY
DIAGRAM 105**



**TOWER 2
TWENTY-FIFTH STOREY
DIAGRAM 106**

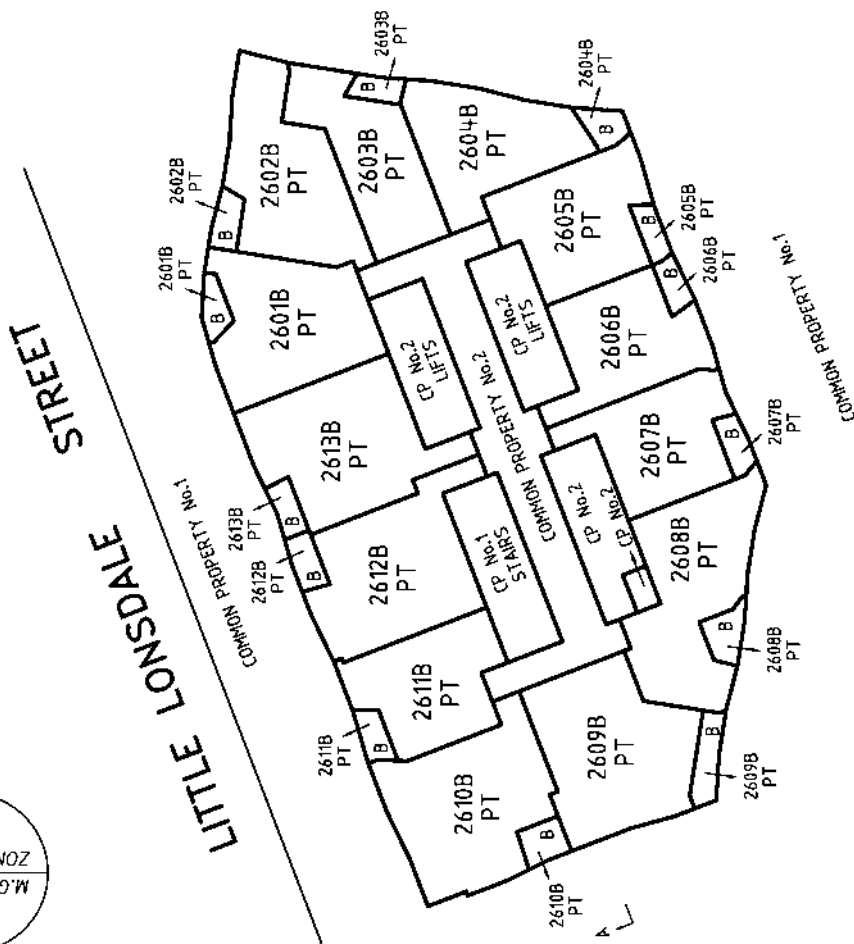
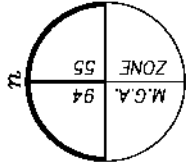
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DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

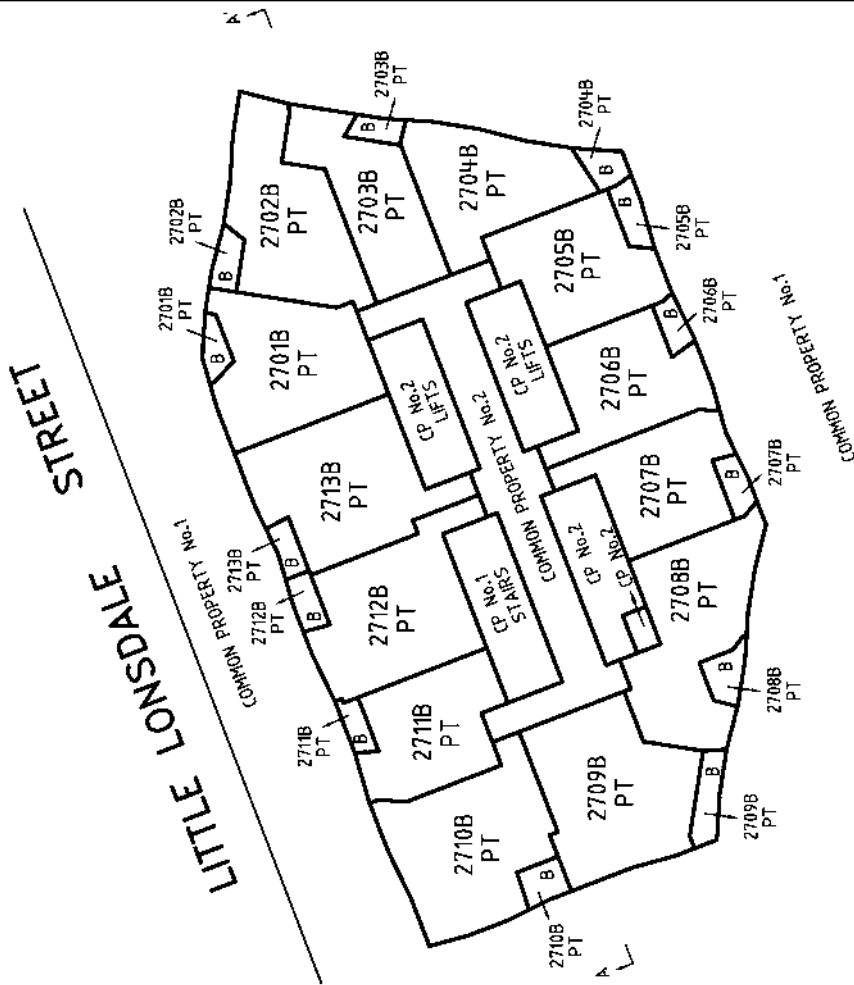
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 121

PS 746092G

PLAN OF SUBDIVISION



**TOWER 2
TWENTY-SIXTH STOREY
DIAGRAM 107**



**TOWER 2
TWENTY-SEVENTH STOREY
DIAGRAM 108**

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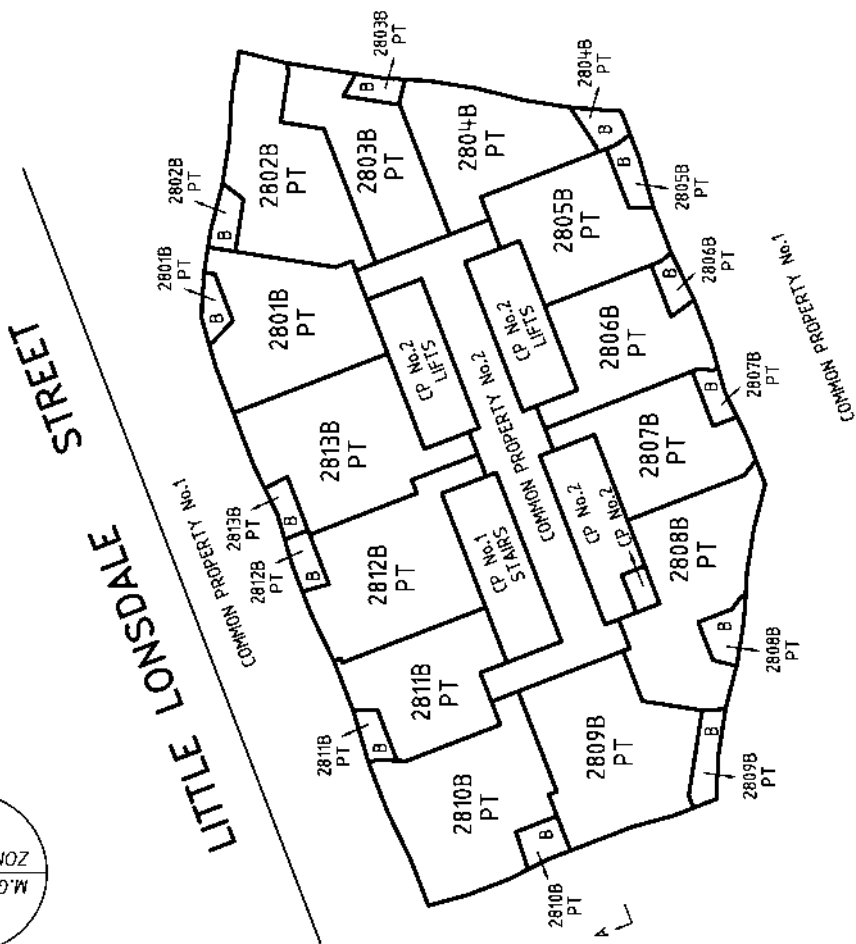
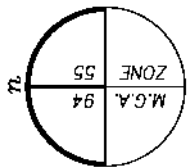
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY
DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

SCALE	1:300
LENGTHS ARE IN METRES	3 0 6 12

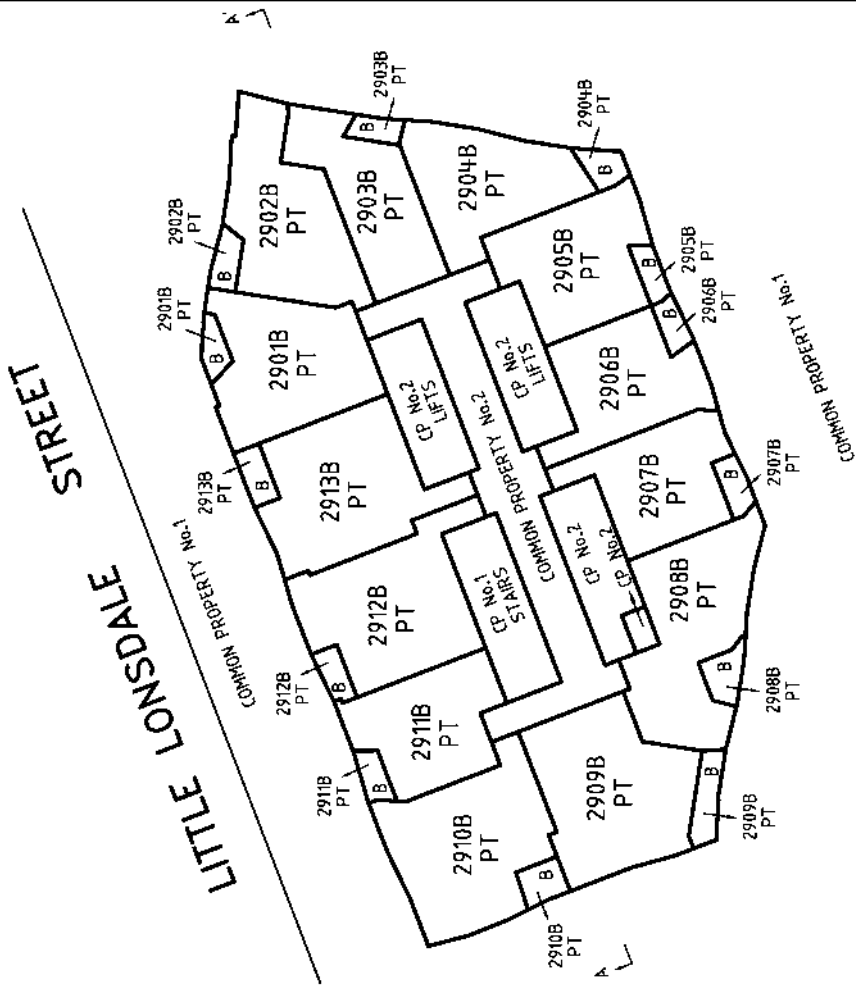
ORIGINAL SHEET SIZE A3	SHEET 122
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PLAN OF SUBDIVISION

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**TOWER 2
TWENTY-EIGHTH STOREY
DIAGRAM 109**



**TOWER 2
TWENTY-NINTH STOREY
DIAGRAM 110**

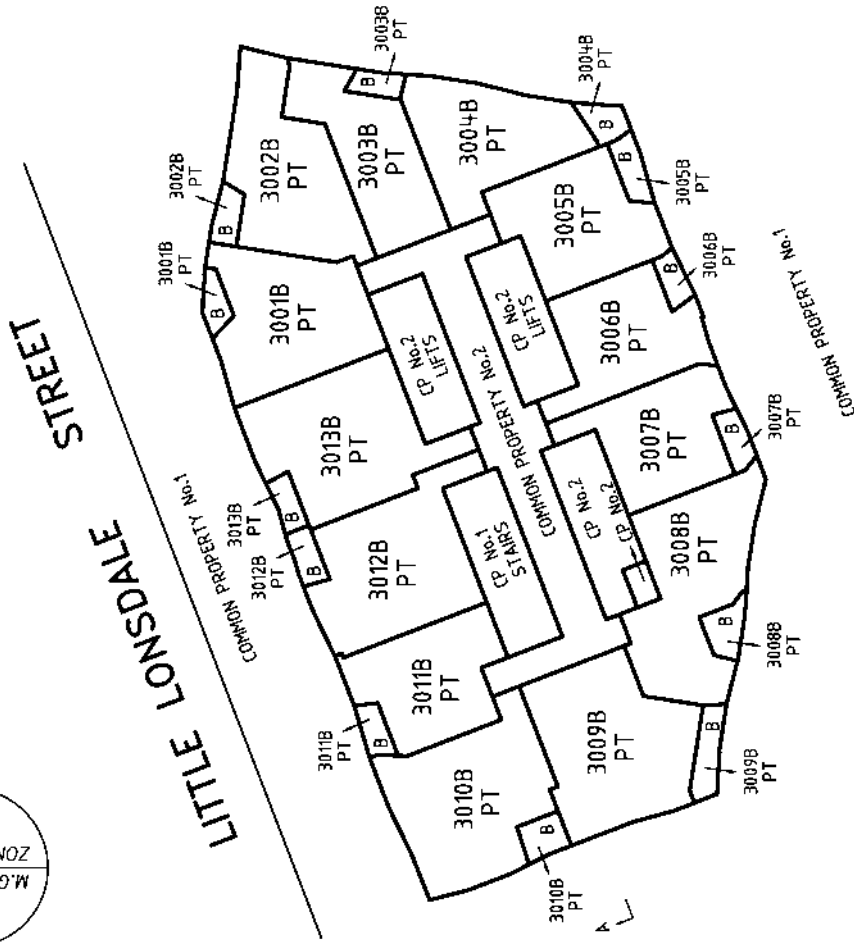
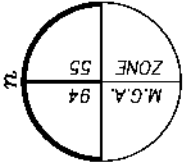
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VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

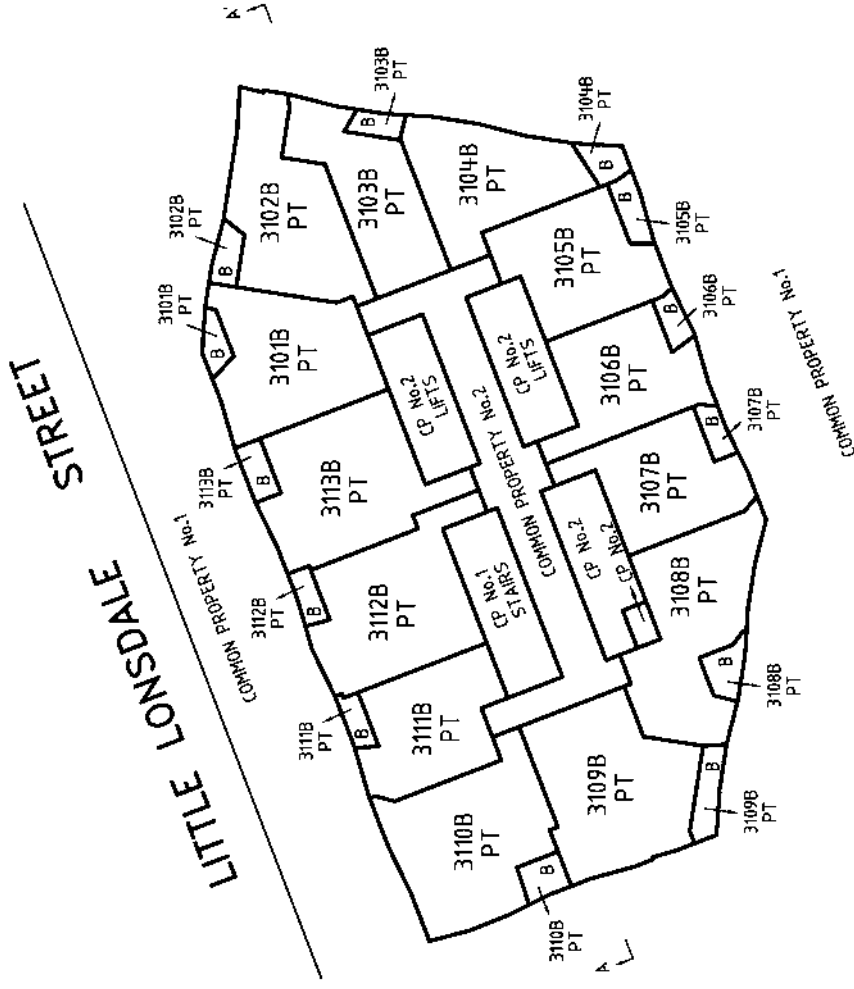
SCALE	1:300
LENGTHS ARE IN METRES	0 6 12
ORIGINAL SHEET SIZE A3	SHEET 123

PLAN OF SUBDIVISION

PS 746092G



TOWER 2
THIRTIETH STOREY
DIAGRAM 111



TOWER 2
THIRTY-FIRST STOREY
DIAGRAM 112

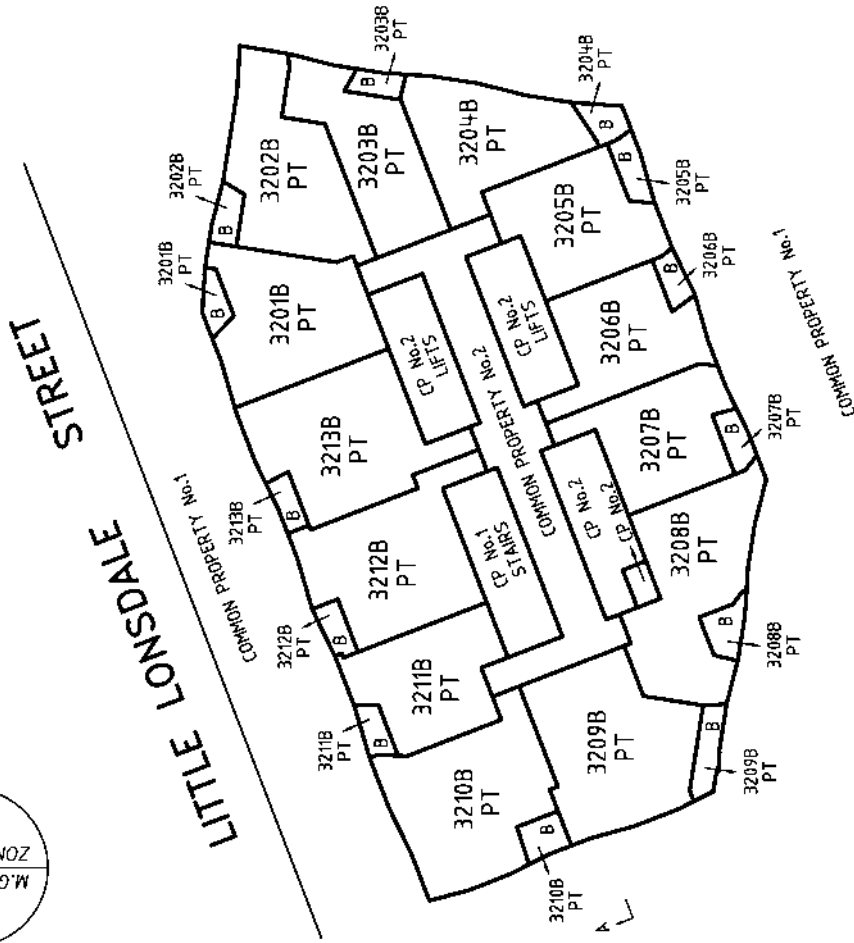
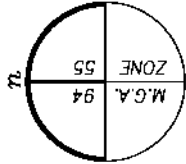
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VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

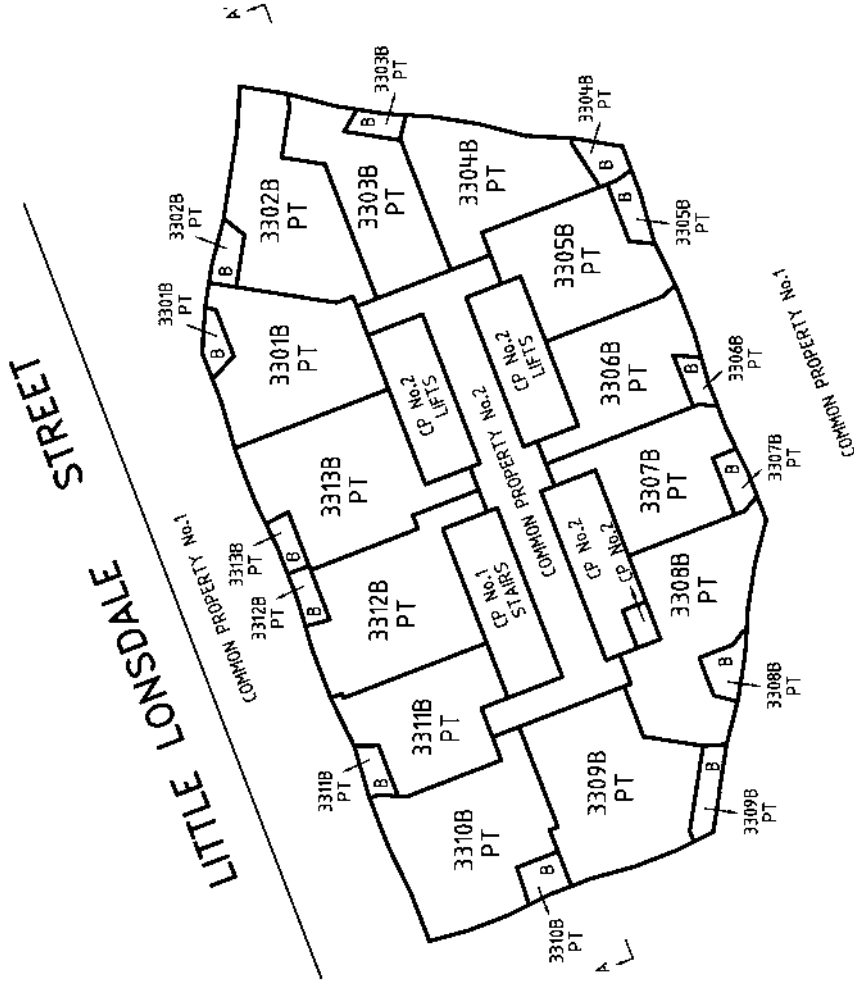
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 124

PLAN OF SUBDIVISION

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**TOWER 2
THIRTY-SECOND STOREY
DIAGRAM 113**



**TOWER 2
THIRTY-THIRD STOREY
DIAGRAM 114**

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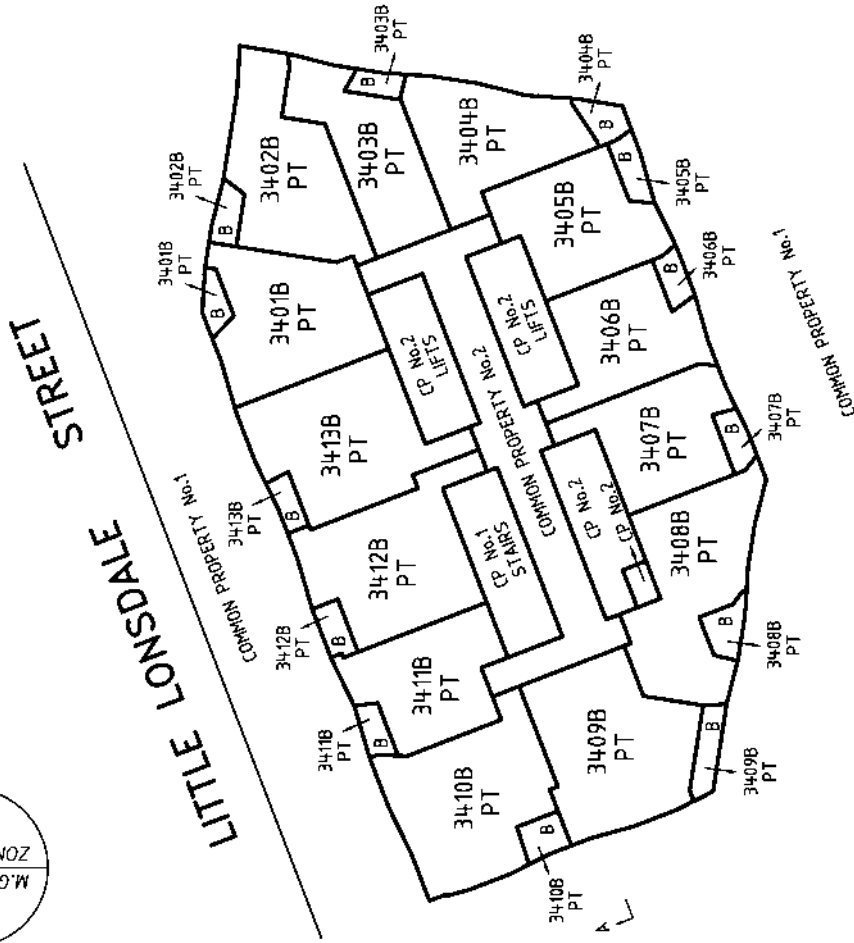
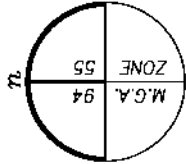
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DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

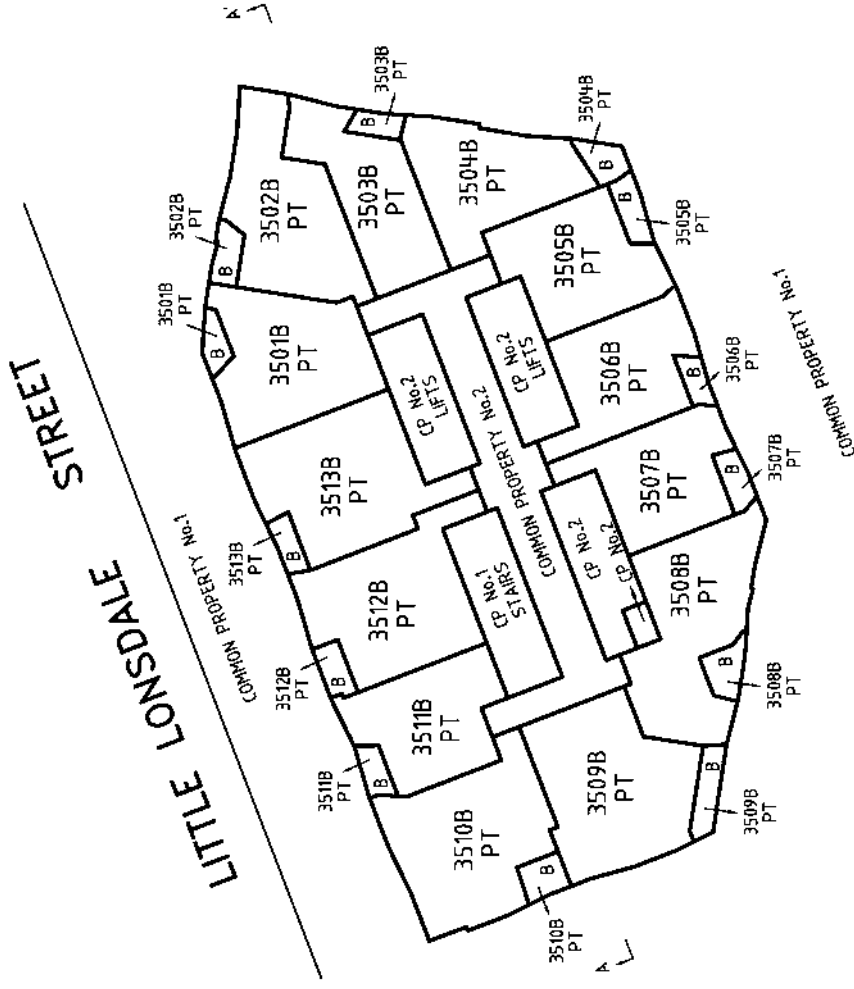
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	0 6 12	SHEET 125

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PLAN OF SUBDIVISION



**TOWER 2
THIRTY-FOURTH STOREY
DIAGRAM 115**



**TOWER 2
THIRTY-FIFTH STOREY
DIAGRAM 116**

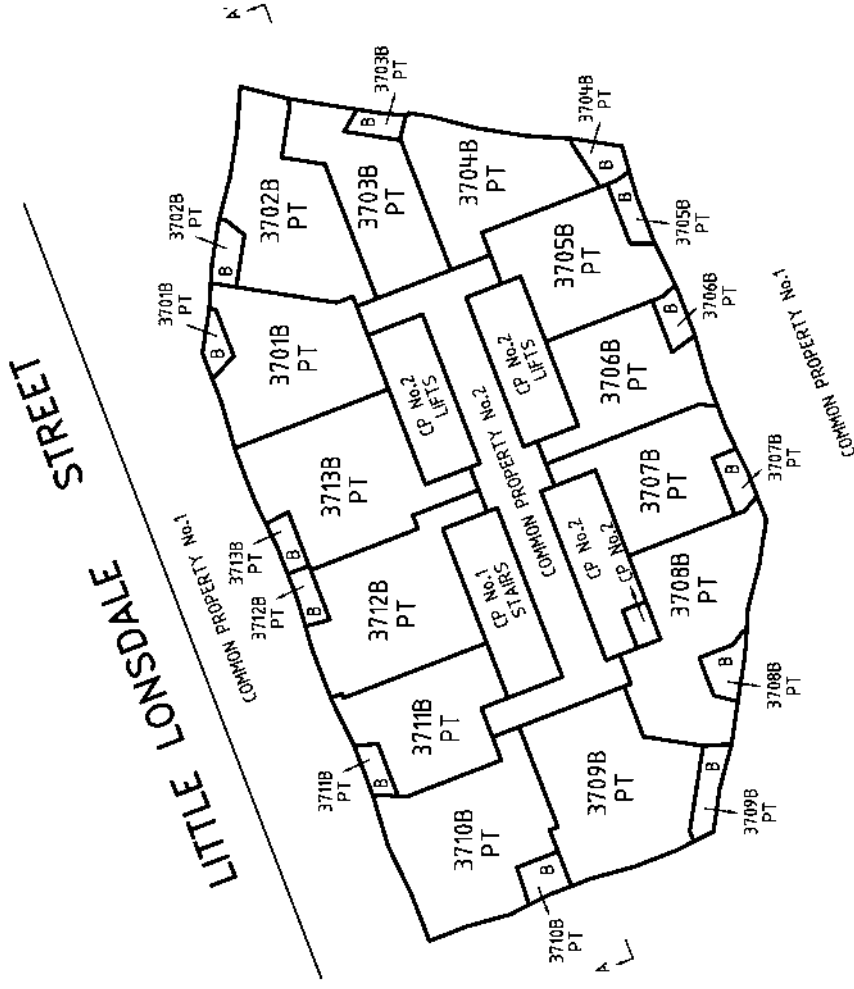
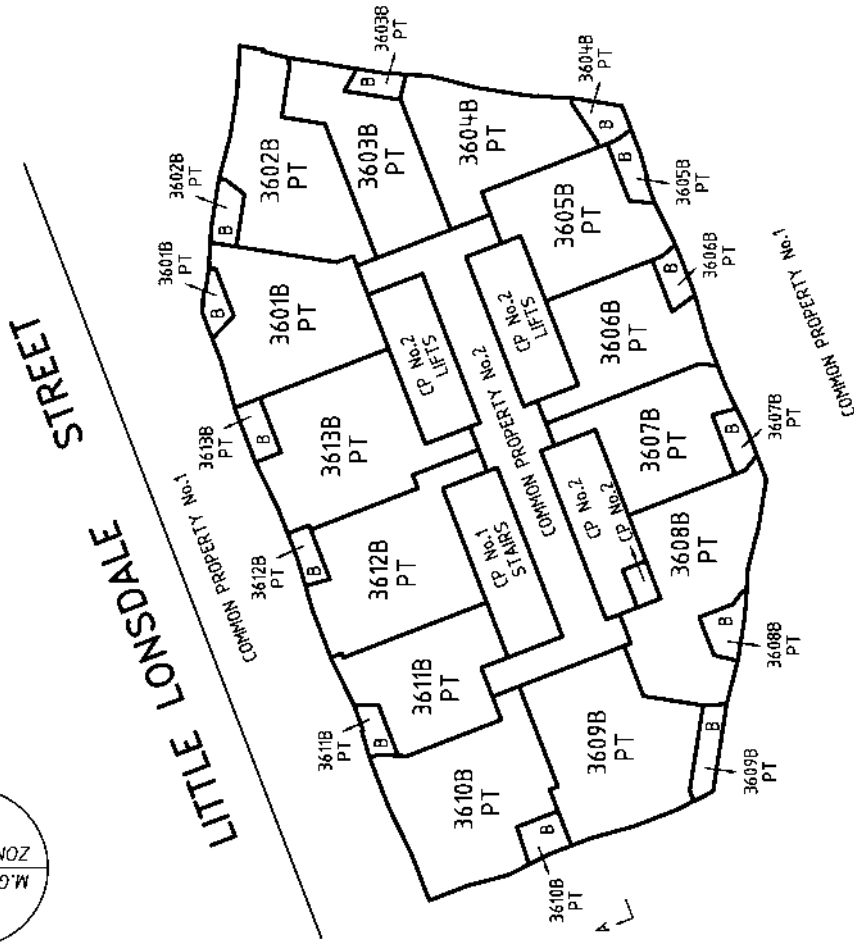
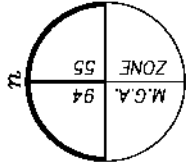
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DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 126

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PLAN OF SUBDIVISION



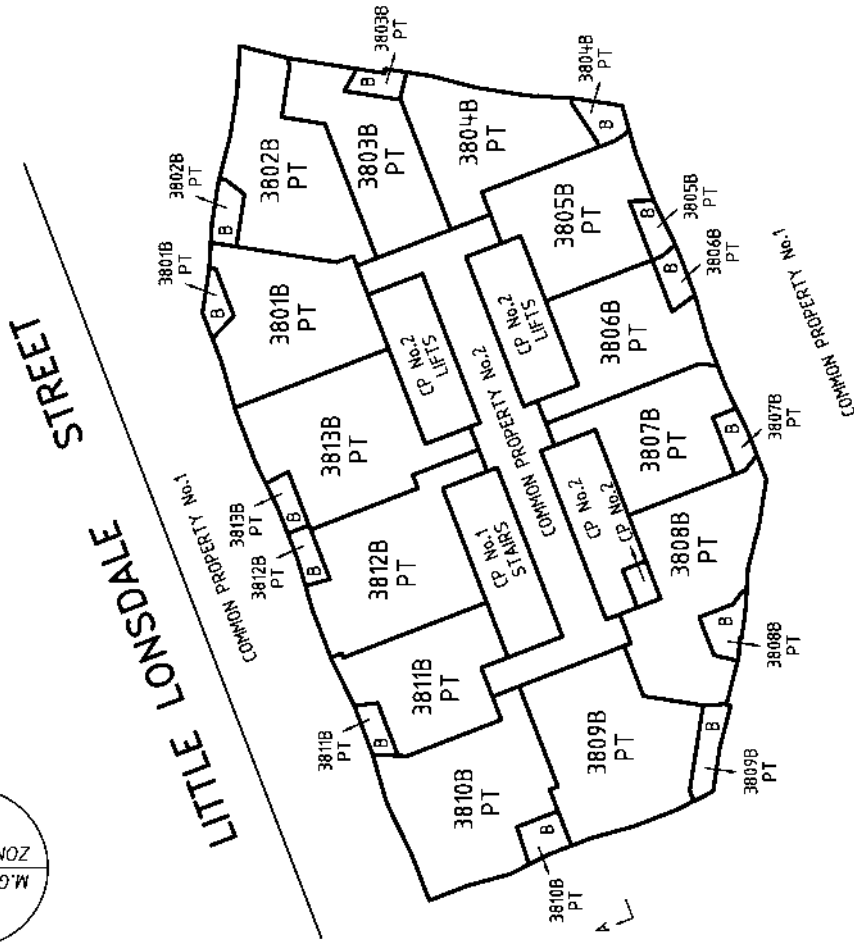
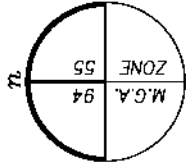
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LICENSED SURVEYOR	LACHLAN JAMES McCLEARY
DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

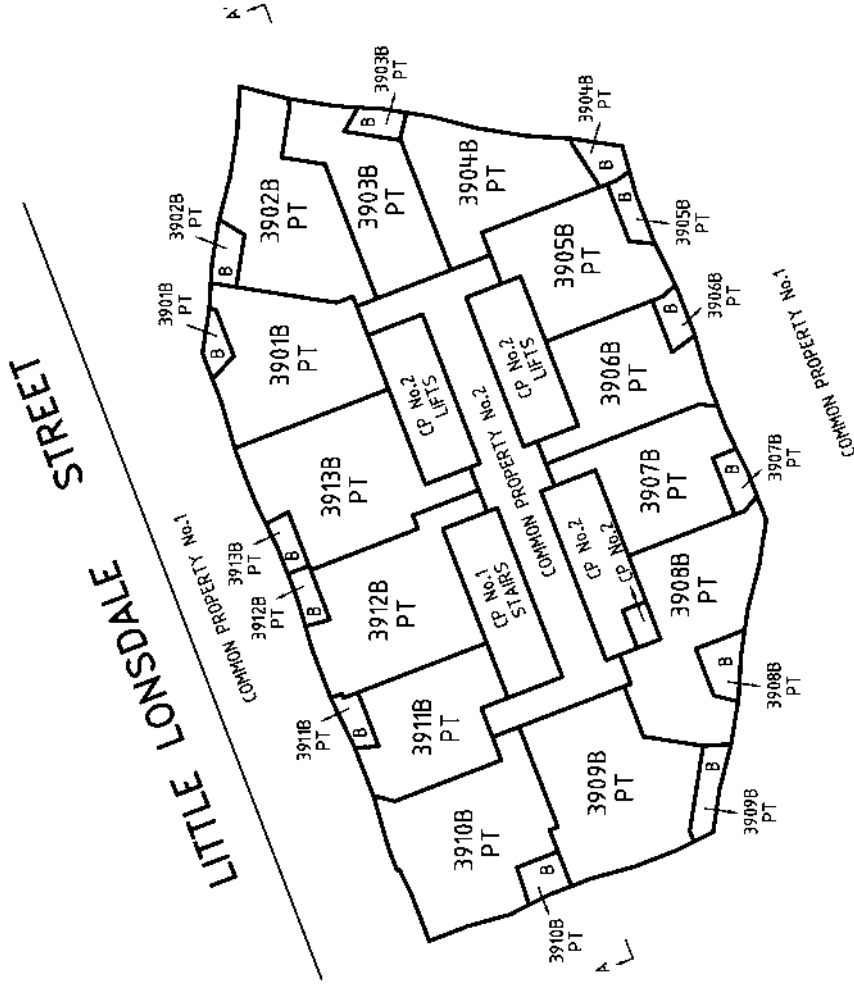
SCALE	1:300
LENGTHS ARE IN METRES	0 6 12
ORIGINAL SHEET SIZE A3	SHEET 127

PS 746092G

PLAN OF SUBDIVISION



**TOWER 2
THIRTY-EIGHTH STOREY
DIAGRAM 119**

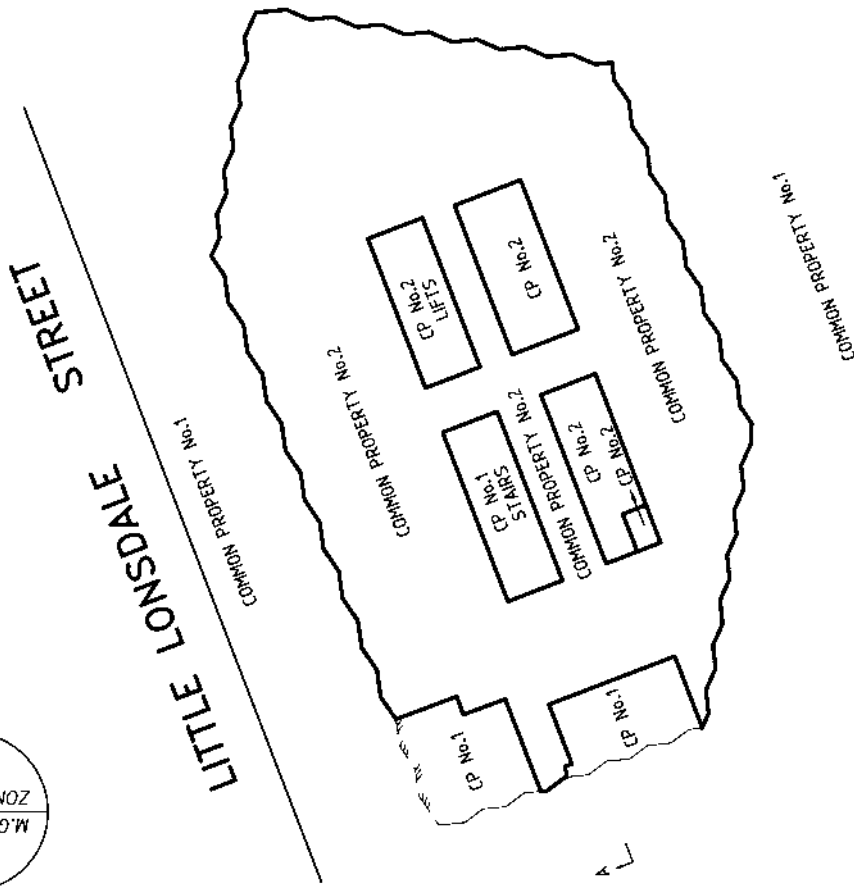
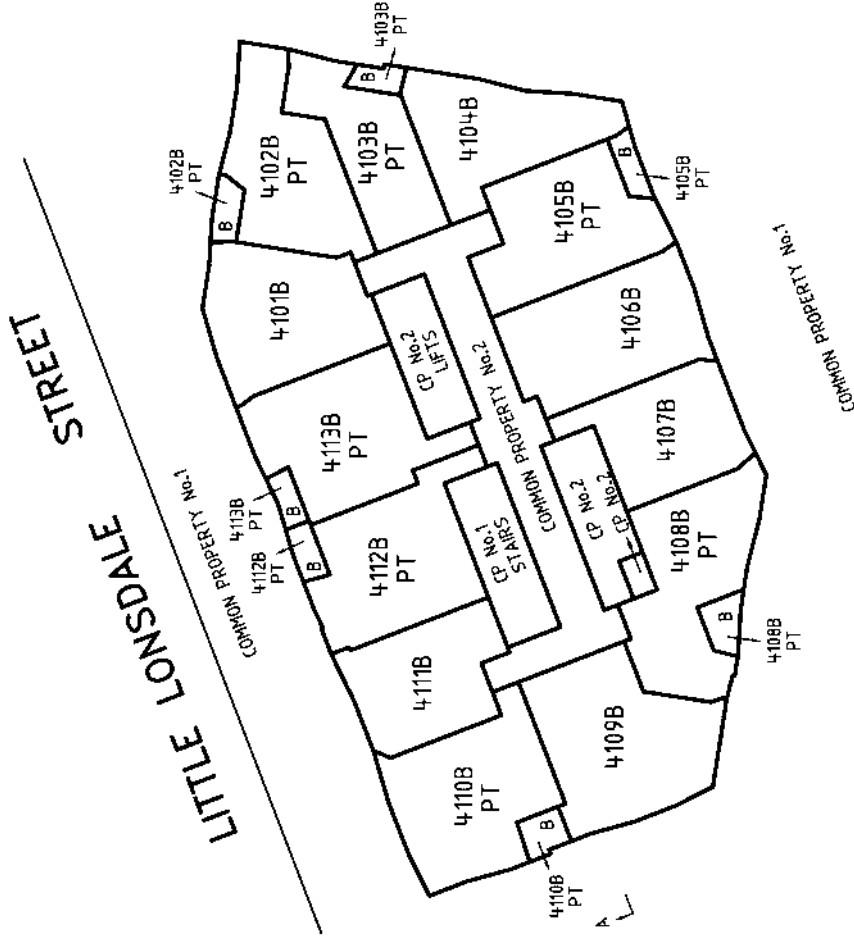
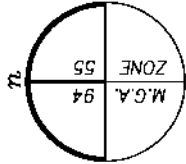


**TOWER 2
THIRTY-NINTH STOREY
DIAGRAM 120**

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	<p>DATE 15/06/23</p> <p>REFERENCE 302547</p> <p>VERSION C</p> <p>DRAWING 30254711-AC</p>	<p>LENGTHS ARE IN METRES</p> <p>3 0 6 12</p>	<p>SHEET 128</p>

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PLAN OF SUBDIVISION



**TOWER 2
FORTY-FIRST STOREY
DIAGRAM 122**

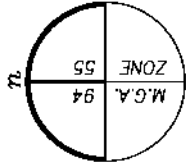
**TOWER 2
FORTIETH STOREY
DIAGRAM 121**

<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>		<p>SCALE 1:300</p>	<p>ORIGINAL SHEET SIZE A3</p>
<p>DATE 15/06/23</p>		<p>LENGTHS ARE IN METRES</p> <p>3 0 6 12</p>	<p>SHEET 129</p>
<p>VERSION C</p>		<p>REFERENCE 302547</p> <p>DRAWING 30254711-AC</p>	
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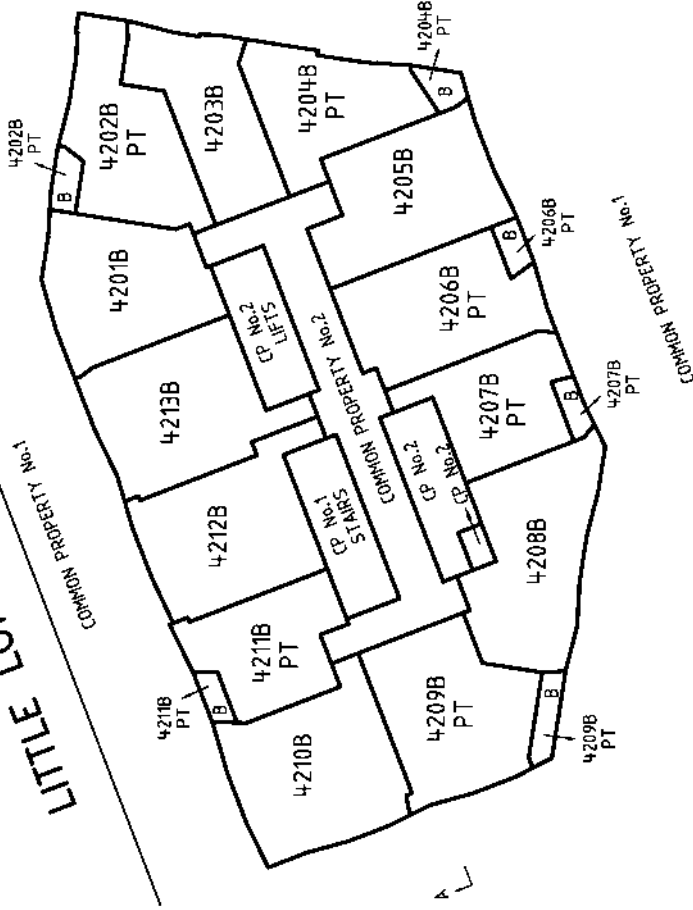


PS 746092G

PLAN OF SUBDIVISION

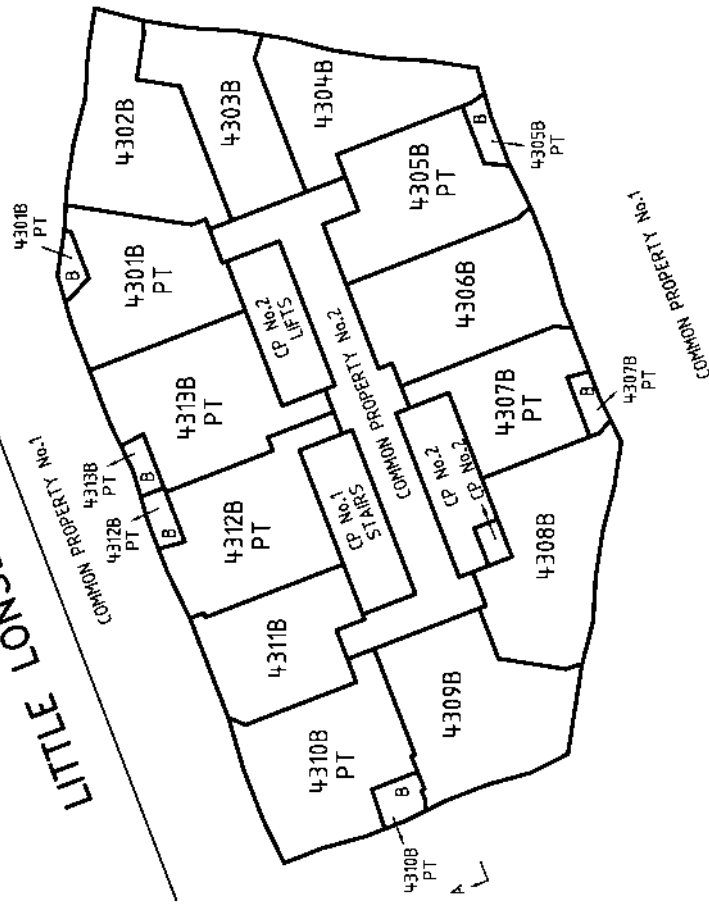


STREET
LITTLE LONSDALE STREET



TOWER 2
FORTY-SECOND STOREY
DIAGRAM 123

STREET
LITTLE LONSDALE STREET



TOWER 2
FORTY-THIRD STOREY
DIAGRAM 124

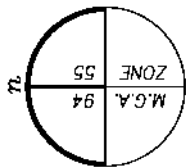
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LICENSED SURVEYOR	LACHLAN JAMES McCLEARY
DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES		SHEET 130

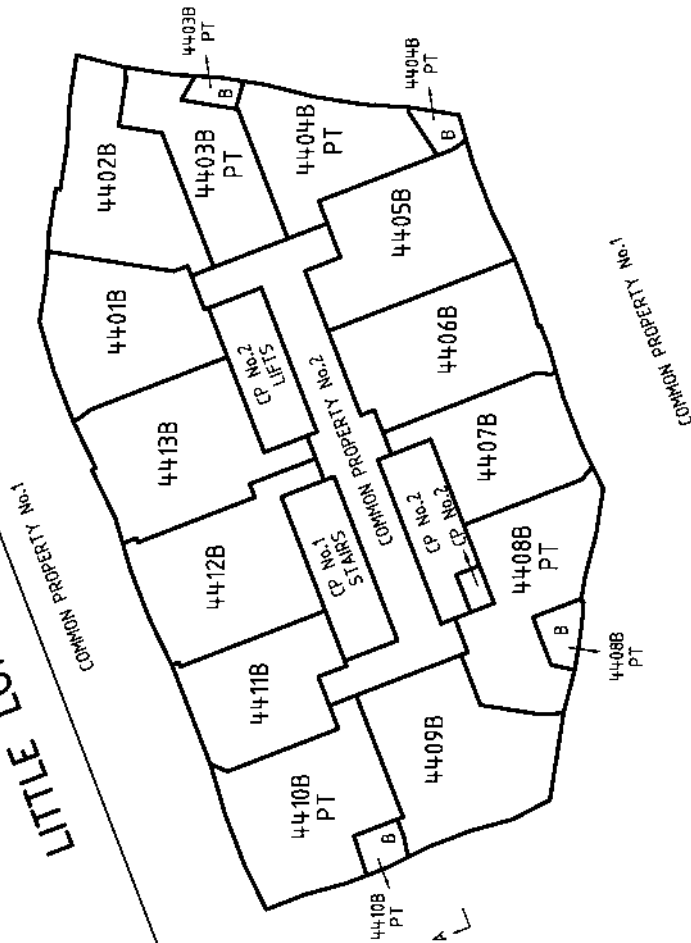
PLAN OF SUBDIVISION

PS 746092G



STREET

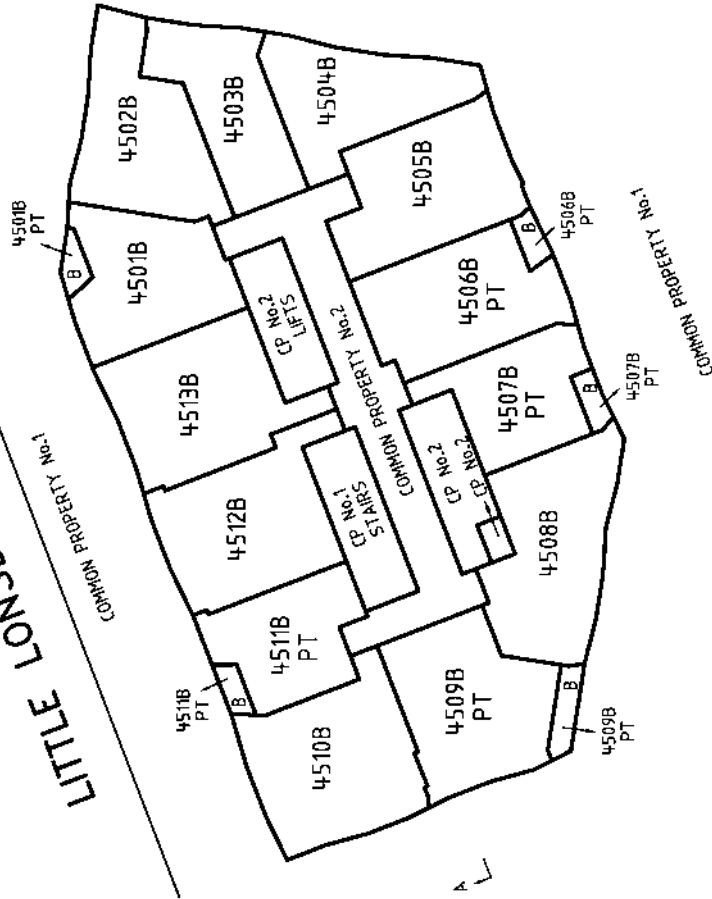
LITTLE LONSDALE STREET



**TOWER 2
FORTY-FOURTH STOREY
DIAGRAM 125**

STREET

LITTLE LONSDALE STREET



**TOWER 2
FORTY-FIFTH STOREY
DIAGRAM 126**



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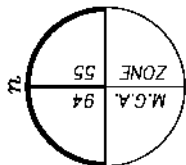
DATE 15/06/23
VERSION C
REFERENCE 302547
DRAWING 30254711-AC

SCALE 1:300
LENGTHS ARE IN METRES
3 0 6 12

ORIGINAL SHEET SIZE A3
SHEET 131

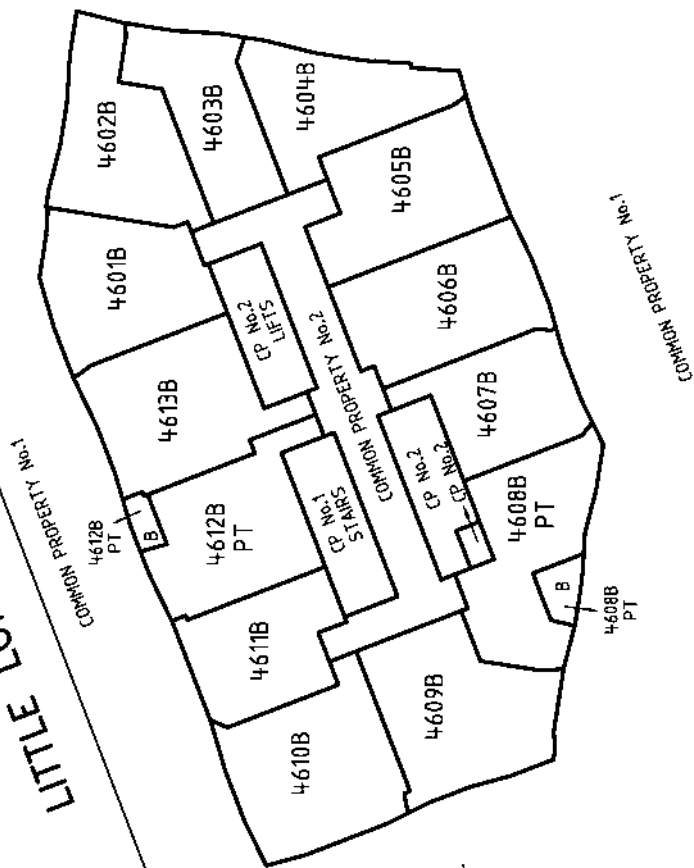
PS 746092G

PLAN OF SUBDIVISION



STREET

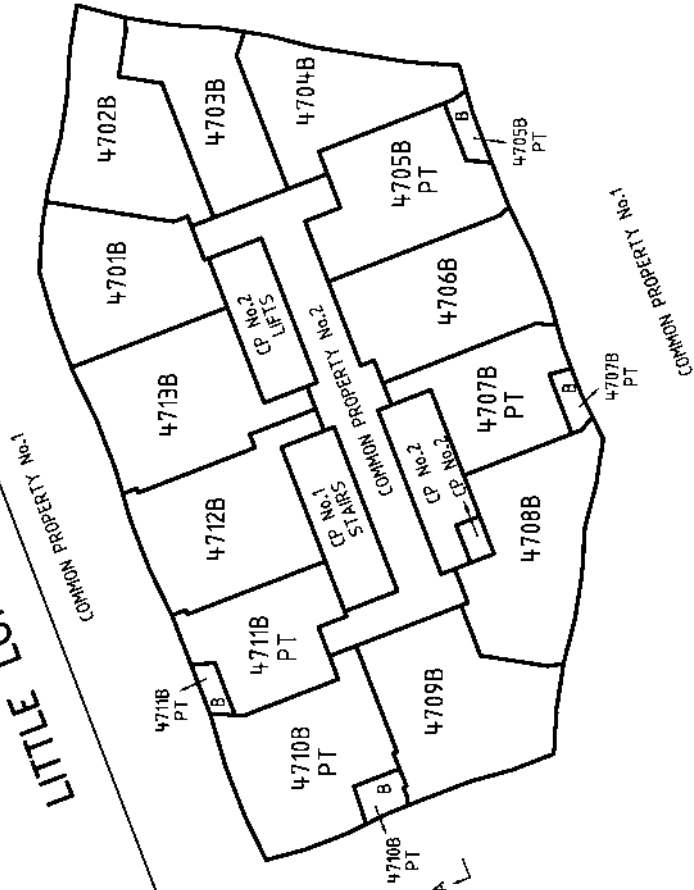
LITTLE LONSDALE STREET



**TOWER 2
FORTY-SIXTH STOREY
DIAGRAM 127**

STREET

LITTLE LONSDALE STREET



**TOWER 2
FORTY-SEVENTH STOREY
DIAGRAM 128**

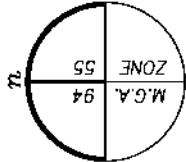
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LICENSED SURVEYOR	LACHLAN JAMES McCLEARY
DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

LENGTHS ARE IN METRES	3 0 6 12
SCALE	1:300
ORIGINAL SHEET SIZE A3	SHEET 132

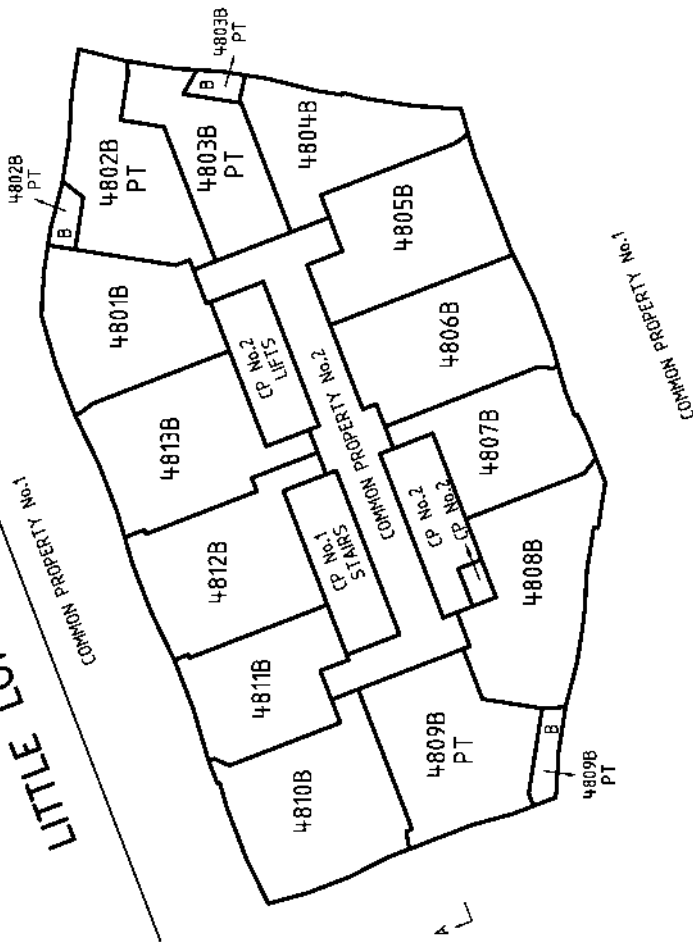
PLAN OF SUBDIVISION

PS 746092G



STREET

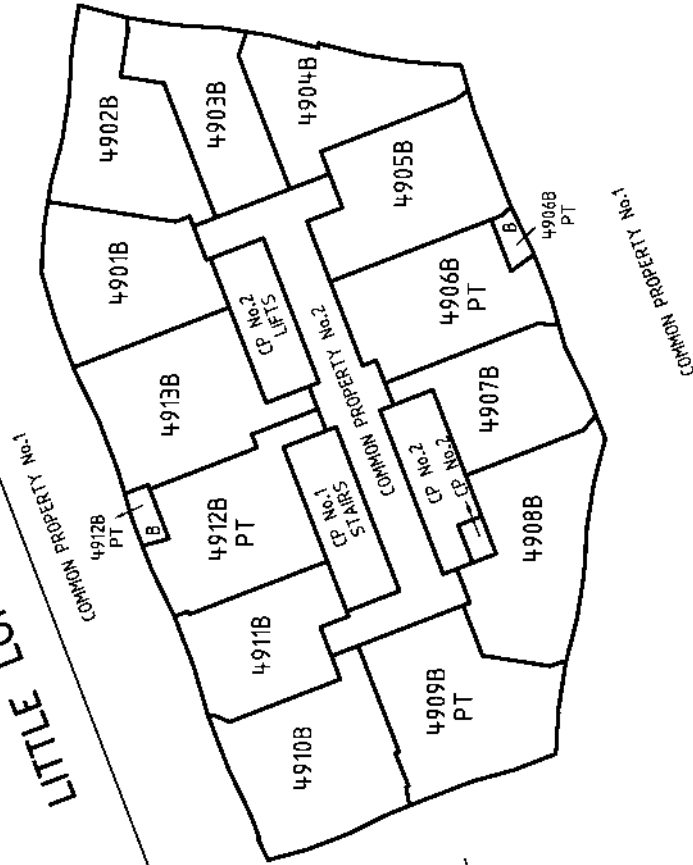
LITTLE LONSDALE STREET



**TOWER 2
FORTY-EIGHTH STOREY
DIAGRAM 129**

STREET

LITTLE LONSDALE STREET



**TOWER 2
FORTY-NINTH STOREY
DIAGRAM 130**

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 DATE 15/06/23 REFERENCE 302547
 VERSION C DRAWING 30254711-AC

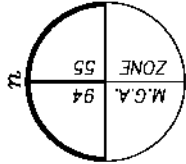
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LENGTHS ARE IN METRES

SCALE 1:300

ORIGINAL SHEET SIZE A3
SHEET 133

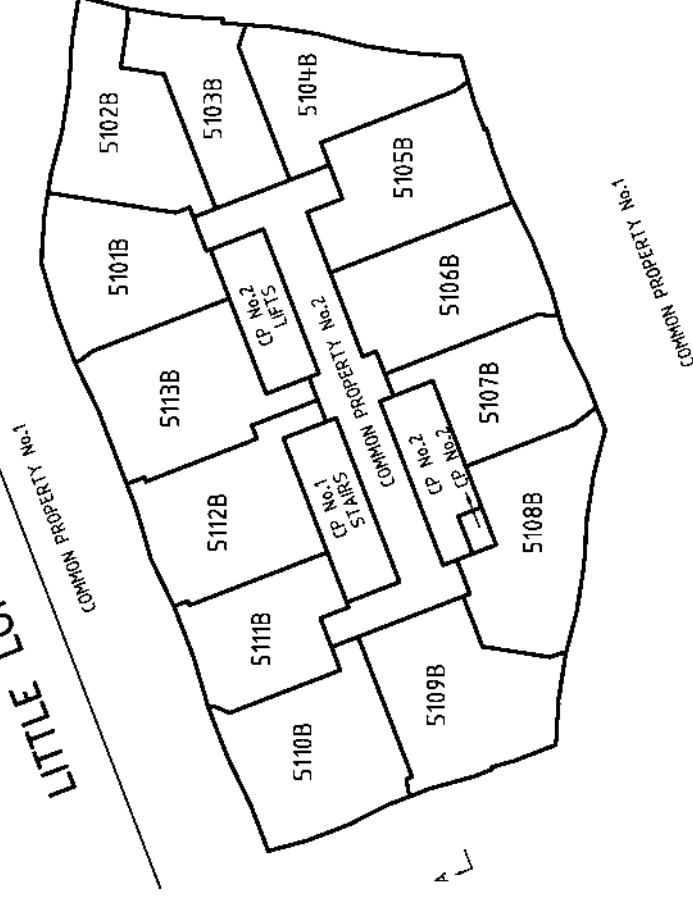
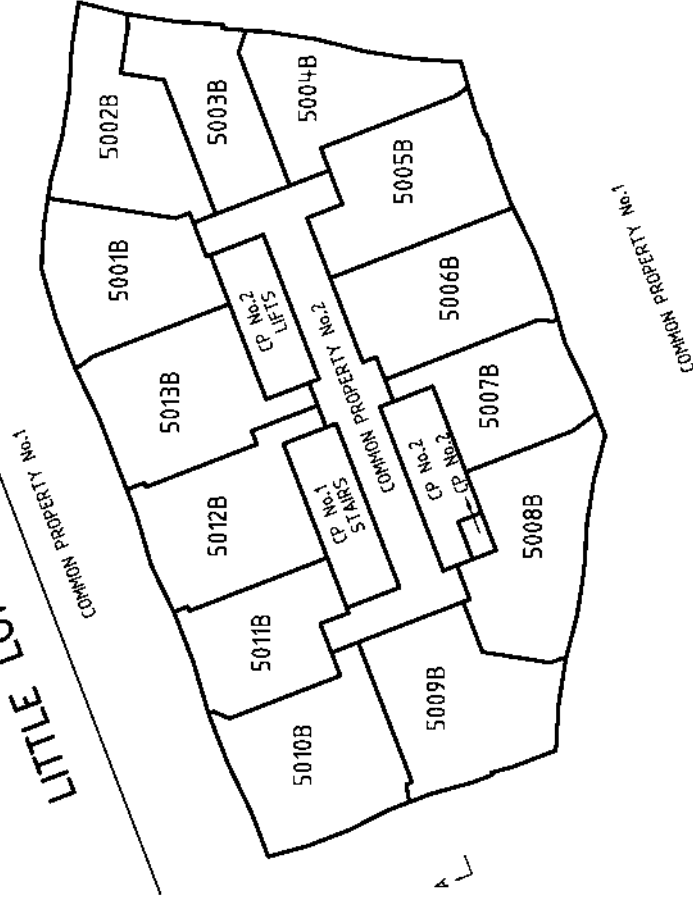
PLAN OF SUBDIVISION

PS 746092G



STREET
LITTLE LONSDALE STREET

STREET
LITTLE LONSDALE STREET



TOWER 2
FIFTIETH STOREY
DIAGRAM 131

TOWER 2
FIFTY-FIRST STOREY
DIAGRAM 132

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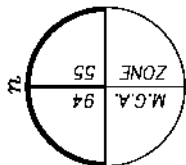
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LICENSED SURVEYOR	LACHLAN JAMES McCLEARY
DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 134

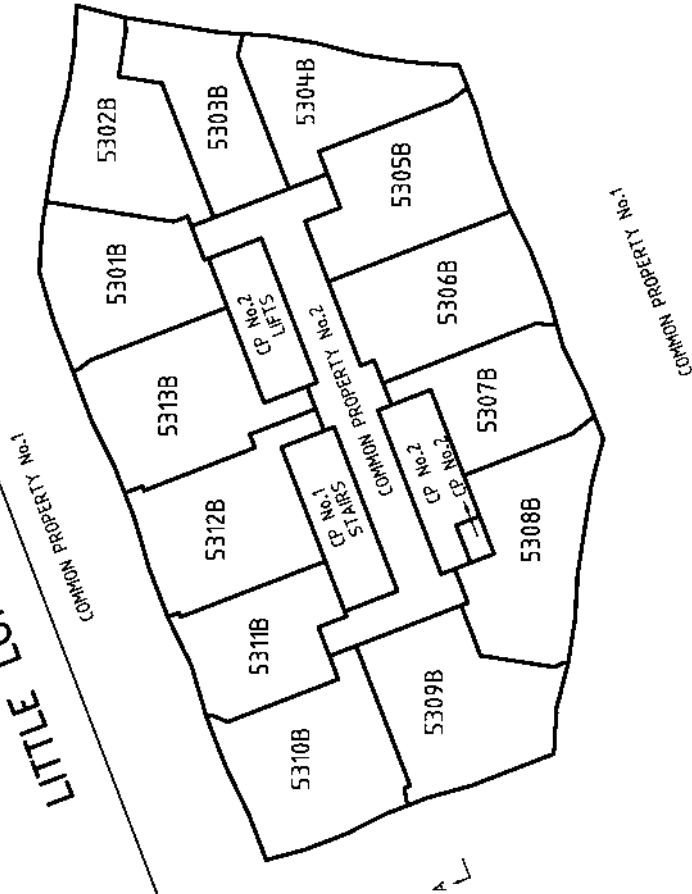
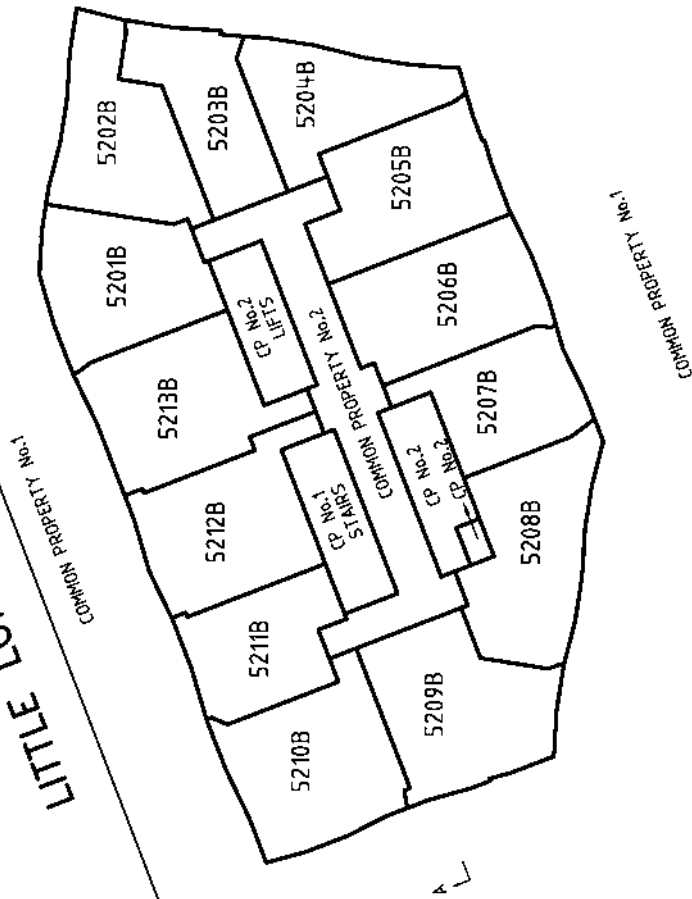
PLAN OF SUBDIVISION

PS 746092G



STREET
LITTLE LONSDALE

STREET
LITTLE LONSDALE



TOWER 2
FIFTY-SECOND STOREY
DIAGRAM 133

TOWER 2
FIFTY-THIRD STOREY
DIAGRAM 134

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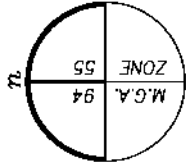
DATE 15/06/23
VERSION C
REFERENCE 302547
DRAWING 30254711-AC

SCALE 1:300
LENGTHS ARE IN METRES
3 0 6 12

ORIGINAL SHEET SIZE A3
SHEET 135

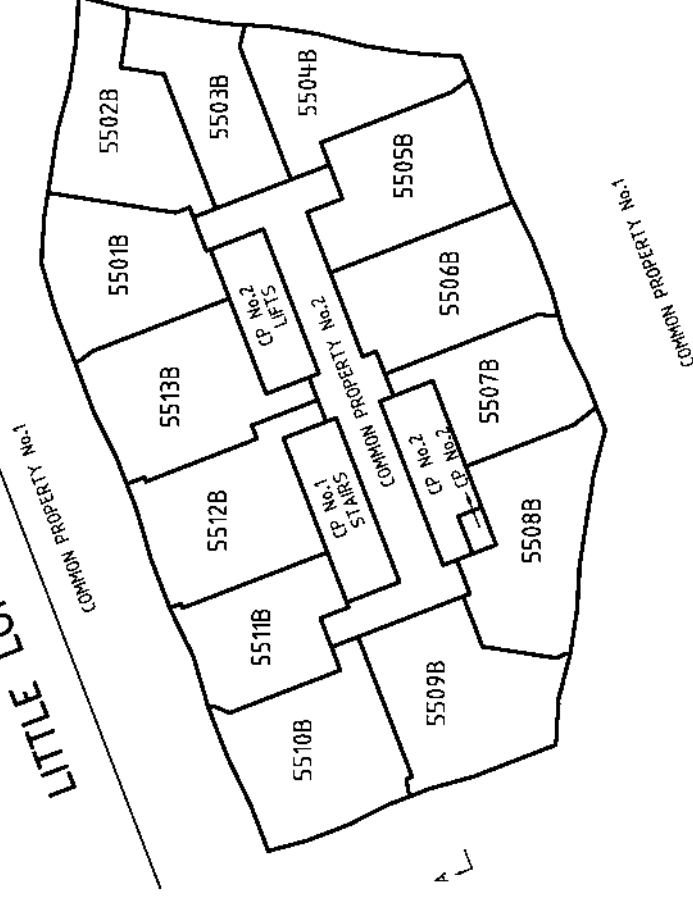
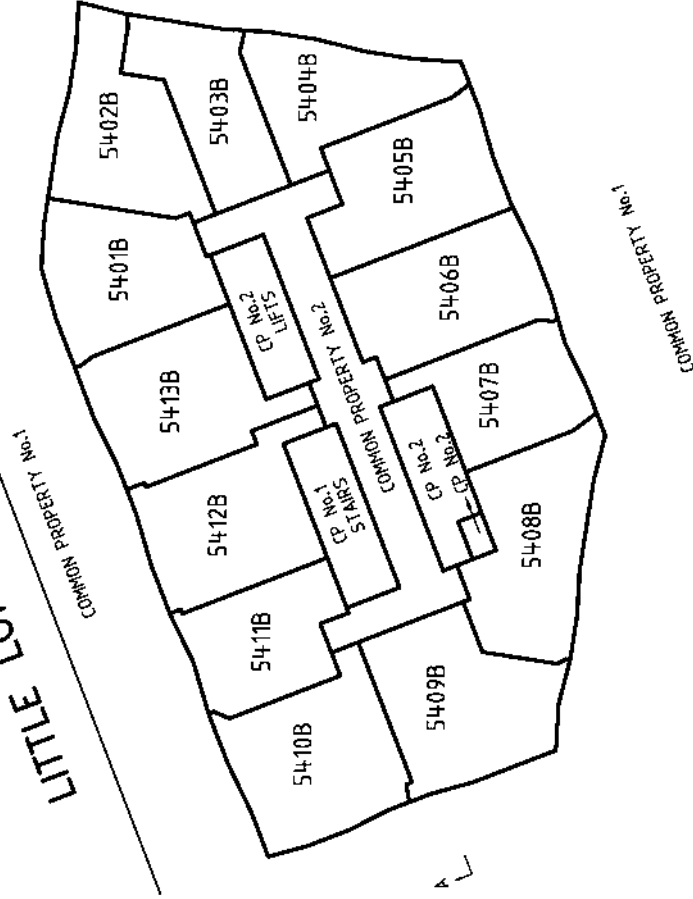
PS 746092G

PLAN OF SUBDIVISION



LITTLE LONSDALE STREET

LITTLE LONSDALE STREET



**TOWER 2
FIFTY-FOURTH STOREY
DIAGRAM 135**

**TOWER 2
FIFTY-FIFTH STOREY
DIAGRAM 136**

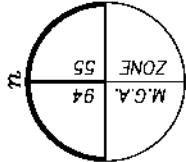
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LICENSED SURVEYOR	LACHLAN JAMES McCLEARY
DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 136

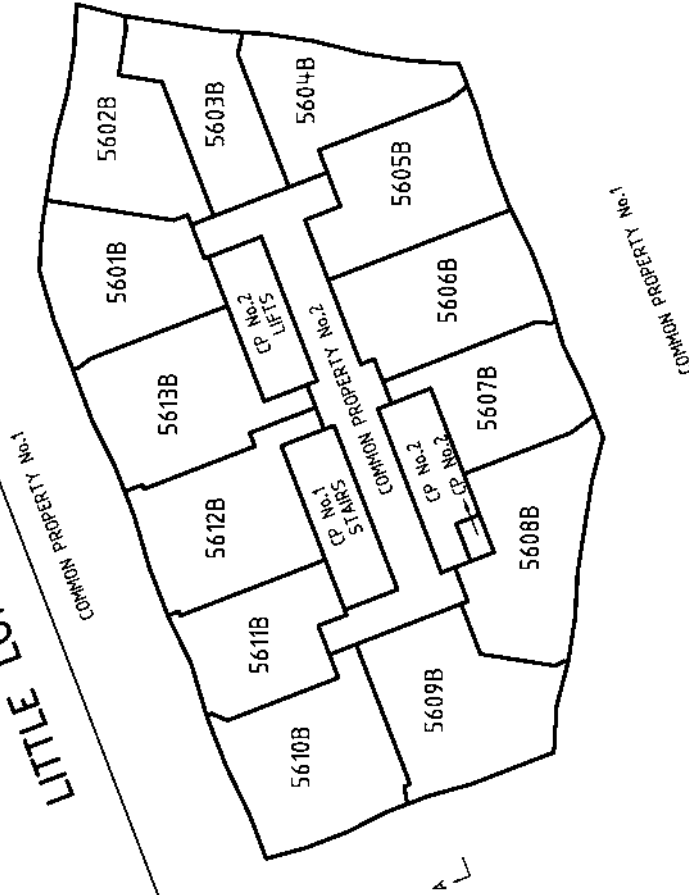
PS 746092G

PLAN OF SUBDIVISION



STREET

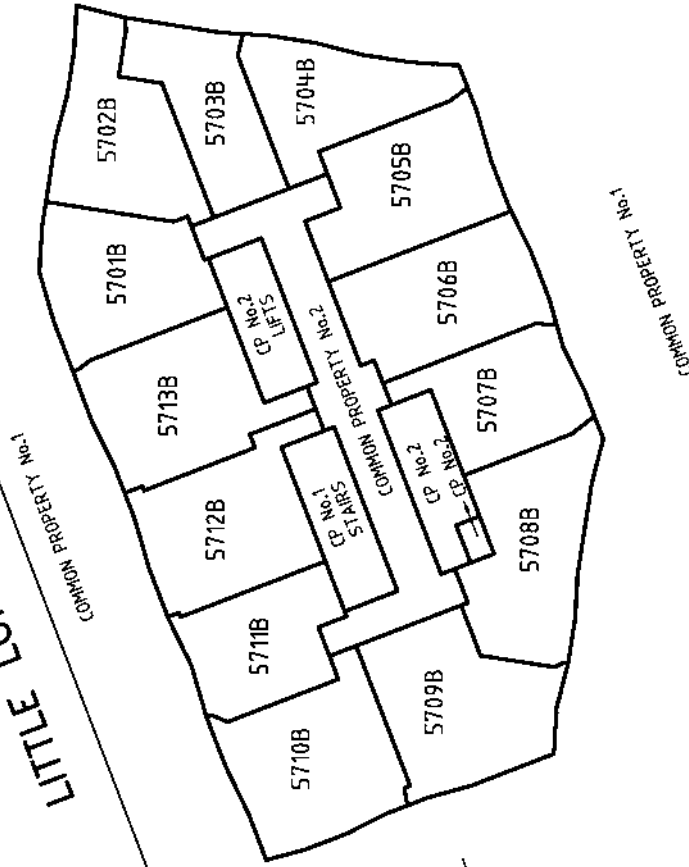
LITTLE LONSDALE STREET



**TOWER 2
FIFTY-SIXTH STOREY
DIAGRAM 137**

STREET

LITTLE LONSDALE STREET



**TOWER 2
FIFTY-SEVENTH STOREY
DIAGRAM 138**

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DATE 15/06/23
VERSION C
REFERENCE 302547
DRAWING 30254711-AC

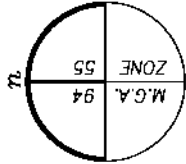
3 0 6 12
 LENGTHS ARE IN METRES

SCALE
 1:300

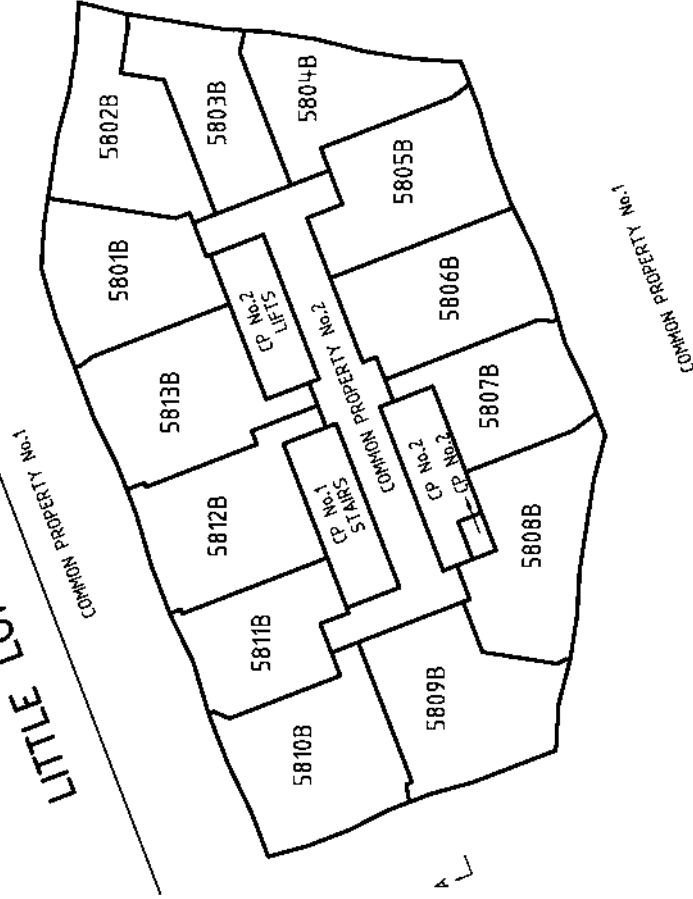
ORIGINAL SHEET SIZE A3
 SHEET 137

PLAN OF SUBDIVISION

PS 746092G

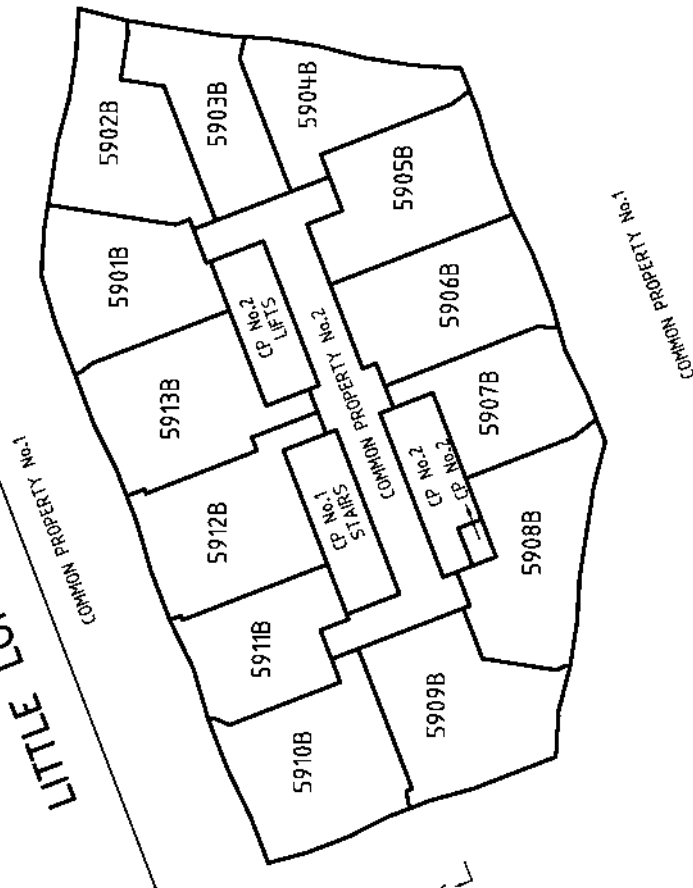


STREET
LITTLE LONSDALE STREET



TOWER 2
FIFTY-EIGHTH STOREY
DIAGRAM 139

STREET
LITTLE LONSDALE STREET



TOWER 2
FIFTY-NINTH STOREY
DIAGRAM 140

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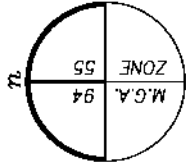
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LICENSED SURVEYOR	LACHLAN JAMES McCLEARY
DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 138

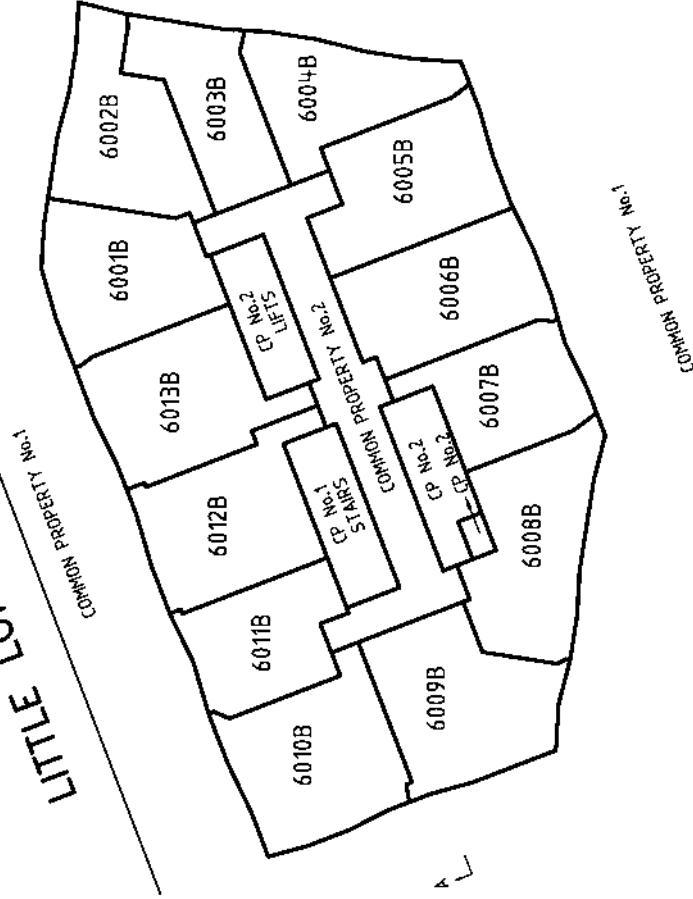
PS 746092G

PLAN OF SUBDIVISION



STREET

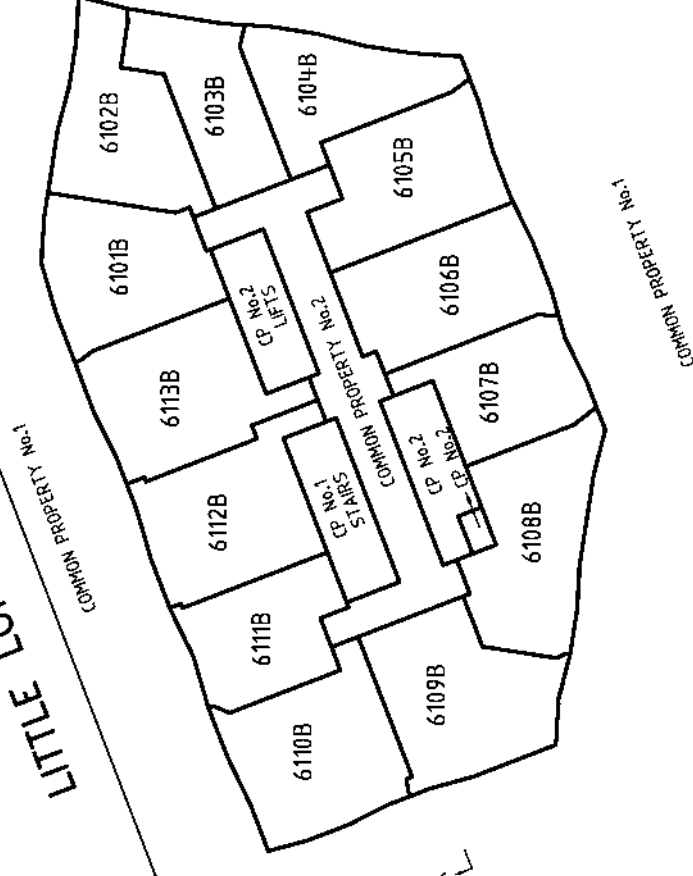
LITTLE LONSDALE STREET



**TOWER 2
SIXTIETH STOREY
DIAGRAM 141**

STREET

LITTLE LONSDALE STREET



**TOWER 2
SIXTY-FIRST STOREY
DIAGRAM 142**

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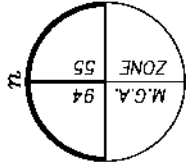
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DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 139

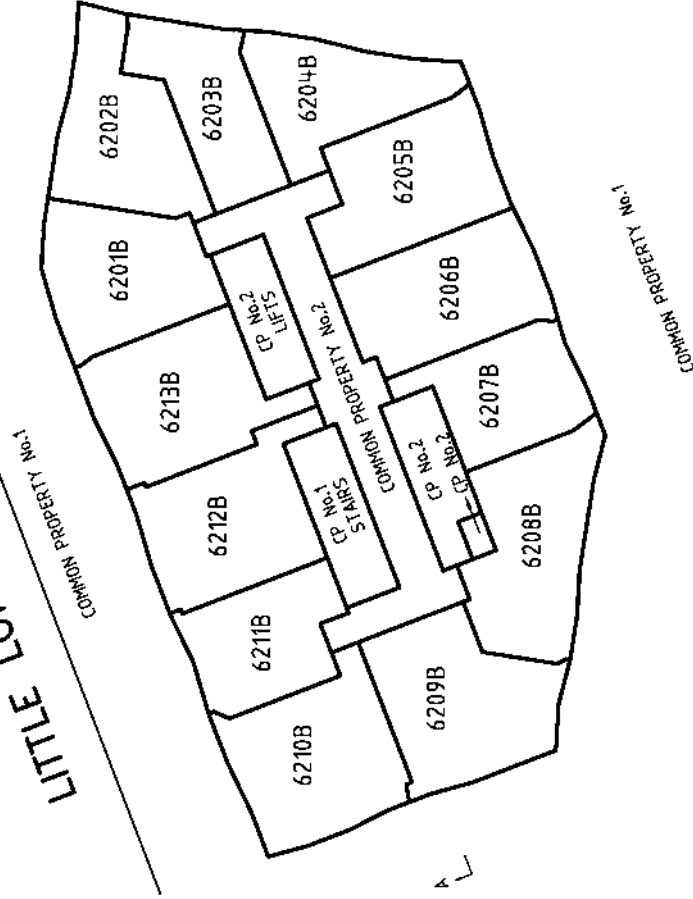
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PLAN OF SUBDIVISION



STREET

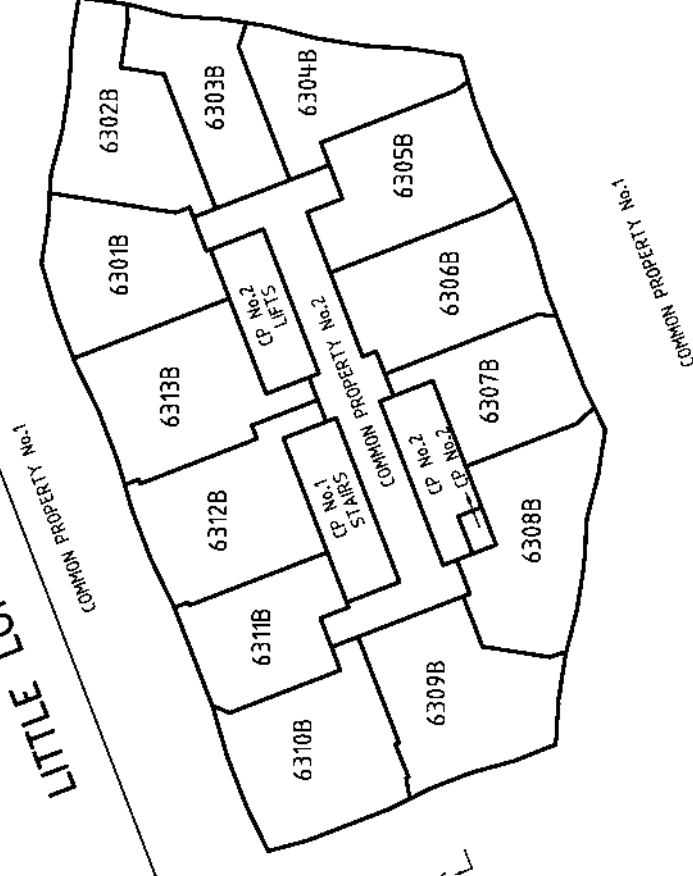
LITTLE LONSDALE STREET



**TOWER 2
SIXTY-SECOND STOREY
DIAGRAM 14.3**

STREET

LITTLE LONSDALE STREET



**TOWER 2
SIXTY-THIRD STOREY
DIAGRAM 14.4**

VERIS

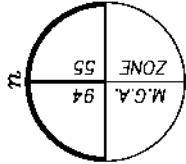
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DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 140

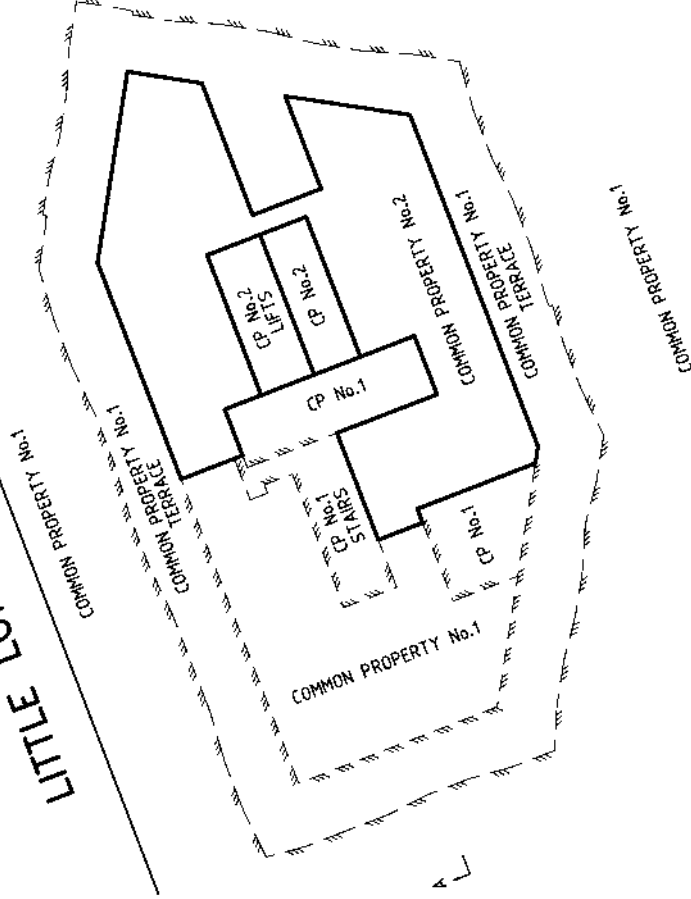
PS 746092G

PLAN OF SUBDIVISION



STREET

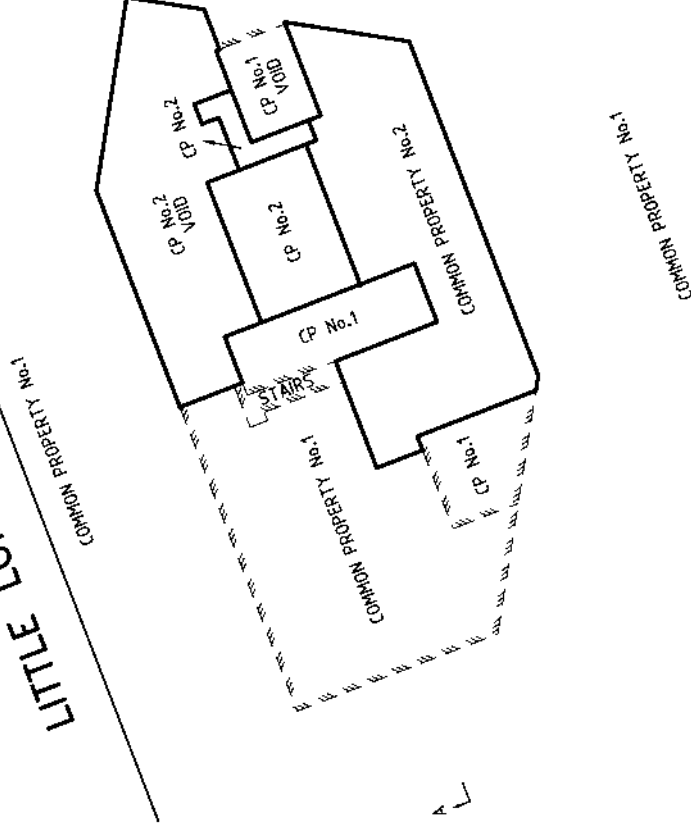
LITTLE LONSDALE



**TOWER 2
SIXTY-FOURTH STOREY
DIAGRAM 145**

STREET

LITTLE LONSDALE



**TOWER 2
SIXTY-FIFTH STOREY
DIAGRAM 146**

VELIS

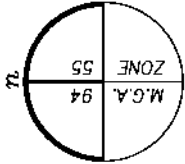
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DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 141

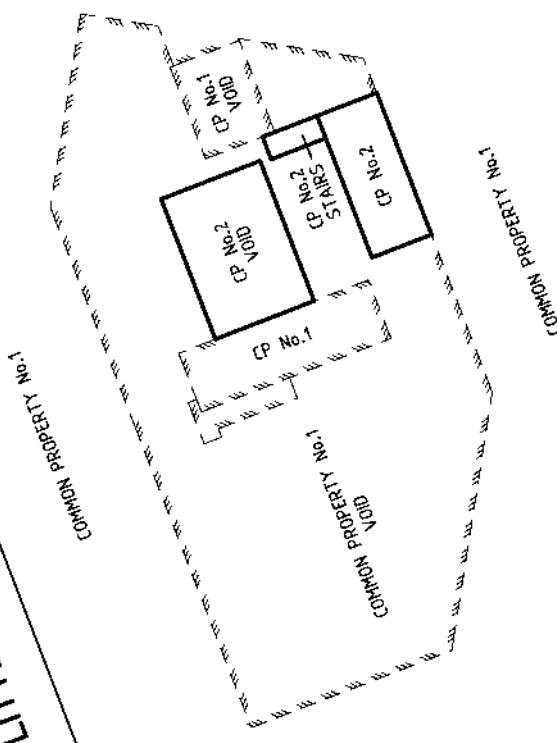
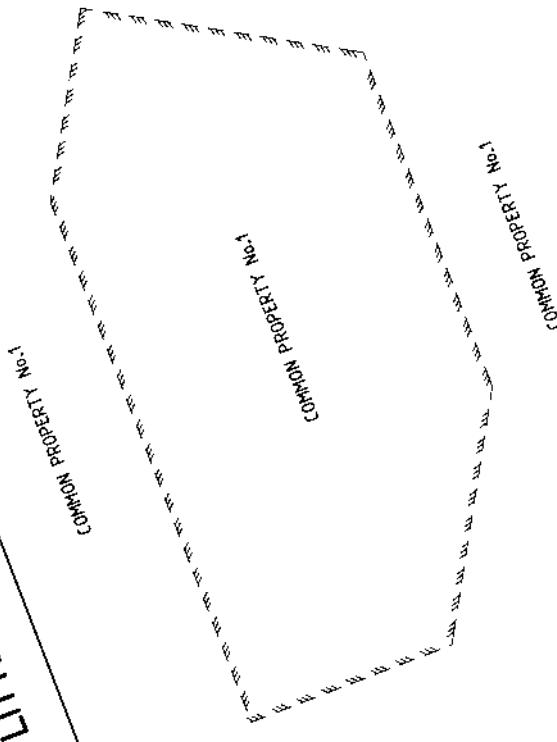
PLAN OF SUBDIVISION

PS 746092G



STREET
LITTLE LONSDALE

STREET
LITTLE LONSDALE



TOWER 2
SIXTY-SEVENTH / TOPMOST STOREY
DIAGRAM 146

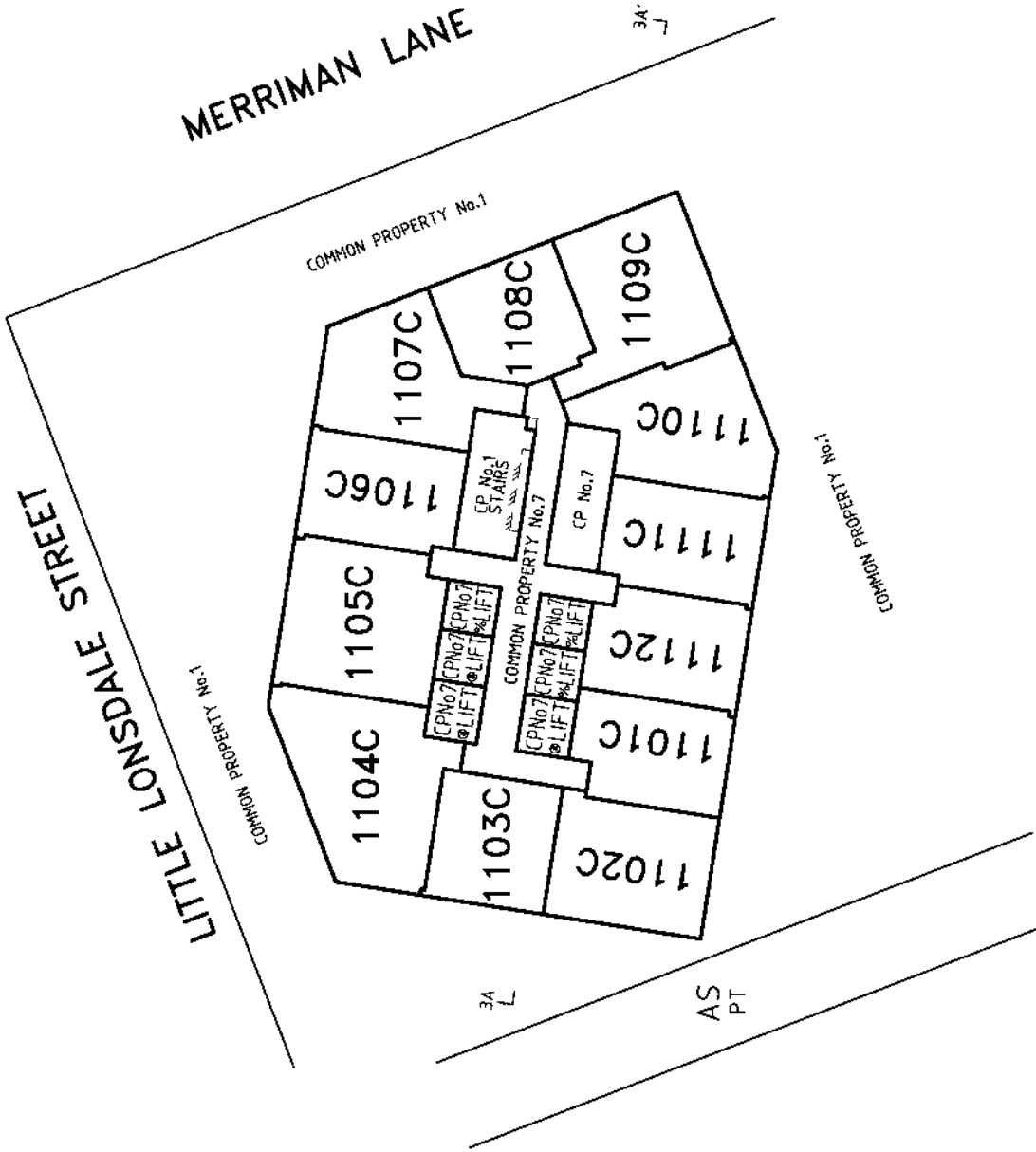
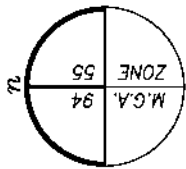
TOWER 2
SIXTY-SIXTH STOREY
DIAGRAM 147

<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>		<p>SCALE 1:300</p>	<p>ORIGINAL SHEET SIZE A3</p>
<p>DATE 15/06/23</p>		<p>LENGTHS ARE IN METRES 3 0 6 12</p>	<p>SHEET 142</p>
<p>VERSION C</p>		<p>REFERENCE 302547</p>	
<p>DRAWING 30254711-AC</p>		<p>VERIS AUSTRALIA PTY LTD A CVR 3, 1 Southpark Blvd Southbank VIC 3006 T +61 3 7019 0400 E Melbourne@veris.com.au W www.veris.com.au</p>	



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PLAN OF SUBDIVISION



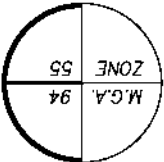
**TOWER 3
ELEVENTH STOREY
DIAGRAM 149**

LICENSED SURVEYOR LACHLAN JAMES McCLEARY DATE 15/06/23 VERSION C	REFERENCE 302547 DRAWING 30254711-AC	SCALE 1:300	ORIGINAL SHEET SIZE A3
		LENGTHS ARE IN METRES 3 0 6 12	
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PLAN OF SUBDIVISION

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LITTLE LONSDALE STREET

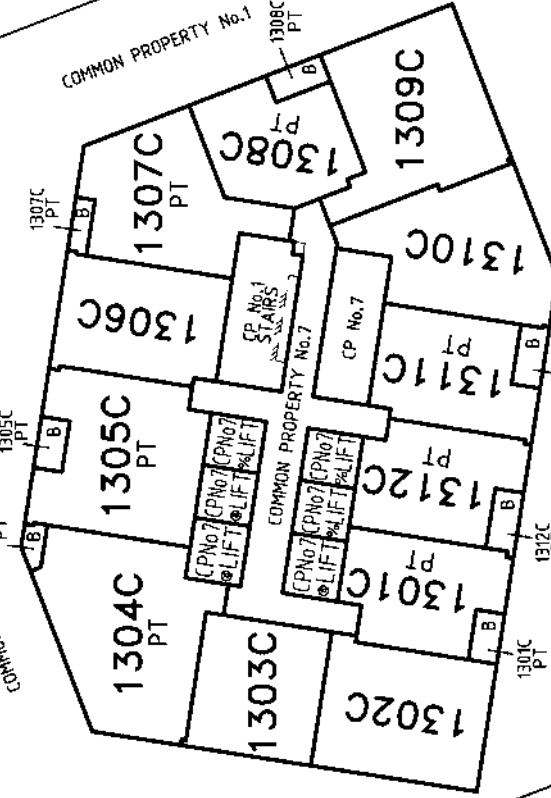
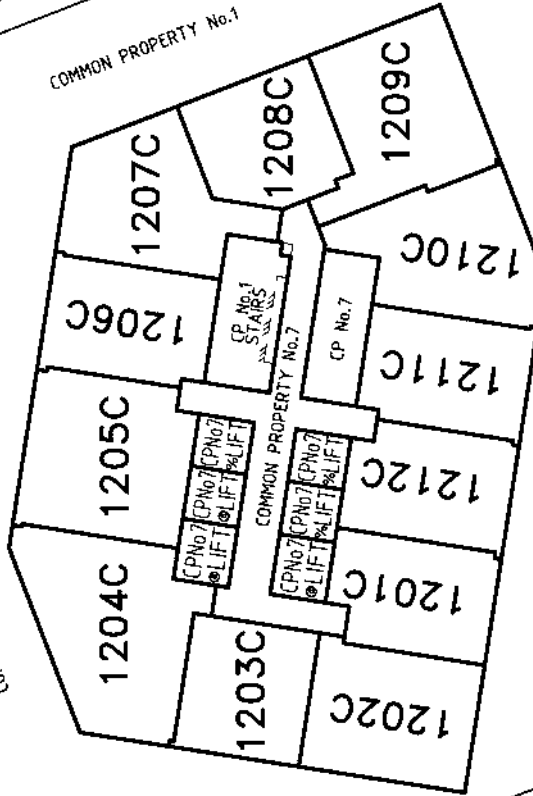
MERRIMAN LANE

MERRIMAN LANE

COMMON PROPERTY No.1

COMMON PROPERTY No.1

COMMON PROPERTY No.1



TOWER 3
TWELFTH STOREY
DIAGRAM 150

TOWER 3
THIRTEENTH STOREY
DIAGRAM 151

COMMON PROPERTY No.1

COMMON PROPERTY No.1

AS PT

AS PT

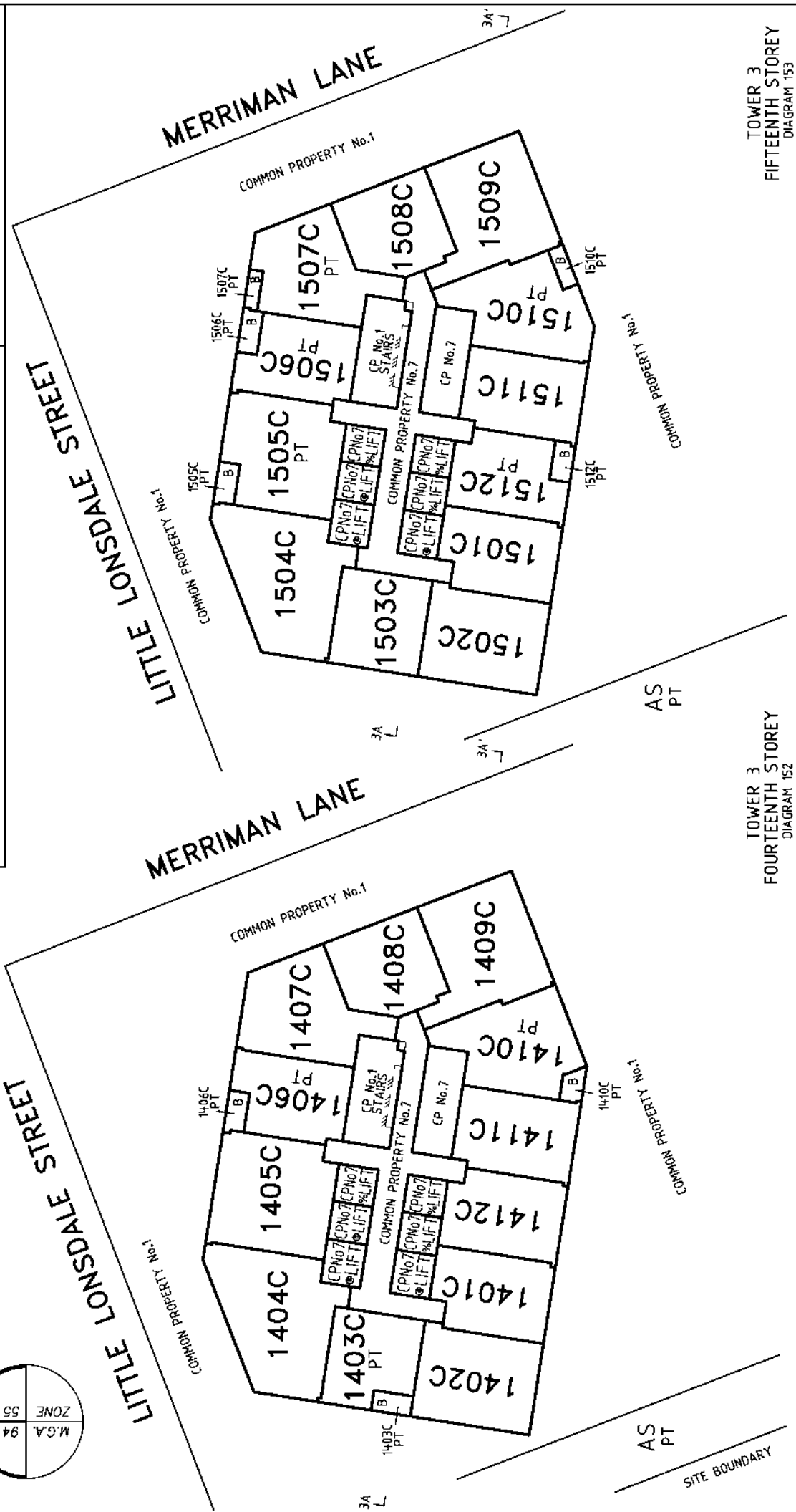
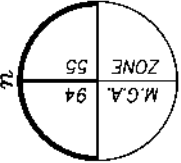
SITE BOUNDARY

<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p> <p>DATE 15/06/23</p> <p>VERSION C</p>	<p>REFERENCE 302547</p> <p>DRAWING 30254711-AC</p>	<p>SCALE 1:300</p>	<p>ORIGINAL SHEET SIZE A3</p>
		<p>LENGTHS ARE IN METRES</p> <p>3 0 6 12</p>	<p>SHEET 144</p>
<p>VERIS AUSTRALIA PTY LTD A -CVS 3.1 Southbank Bhd Southbank VIC 3006 T +61 3 7019 0400 E melbourne@veris.com.au W www.veris.com.au</p>		<p>veris</p>	

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PLAN OF SUBDIVISION

72



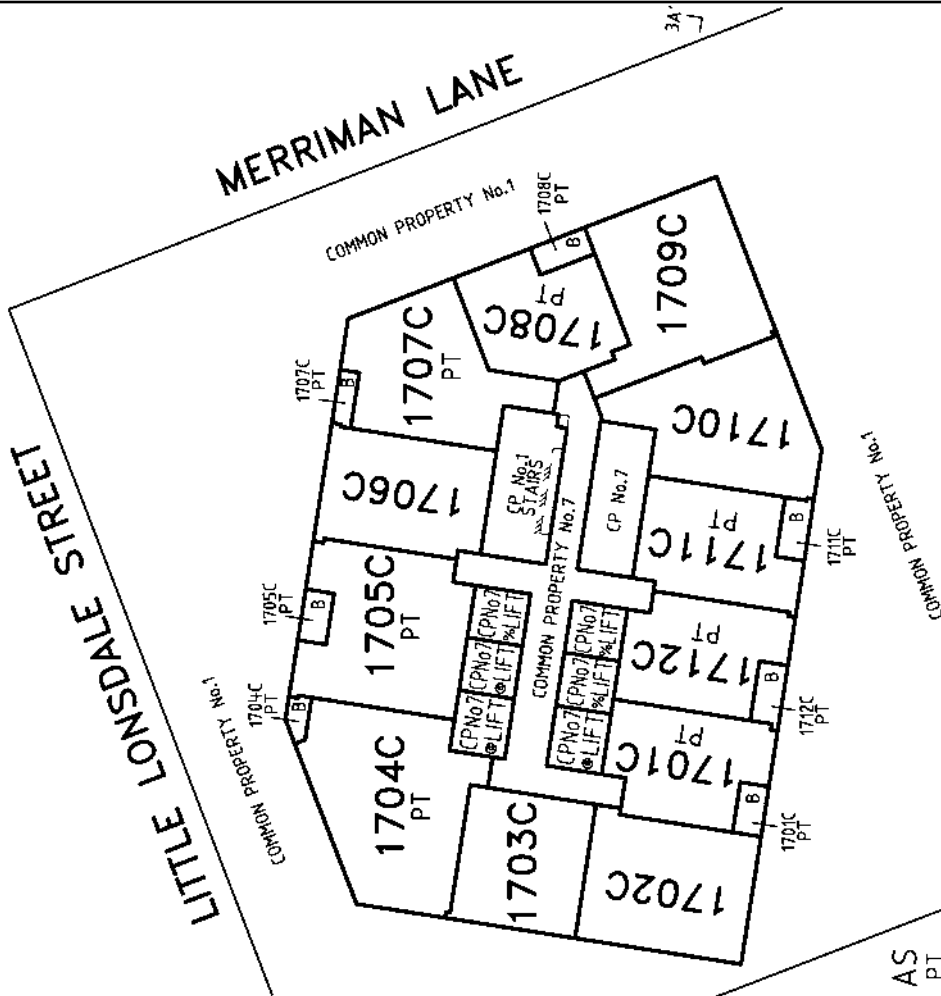
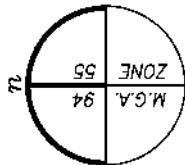
TOWER 3
FOURTEENTH STOREY
DIAGRAM 152

TOWER 3
FIFTEENTH STOREY
DIAGRAM 153

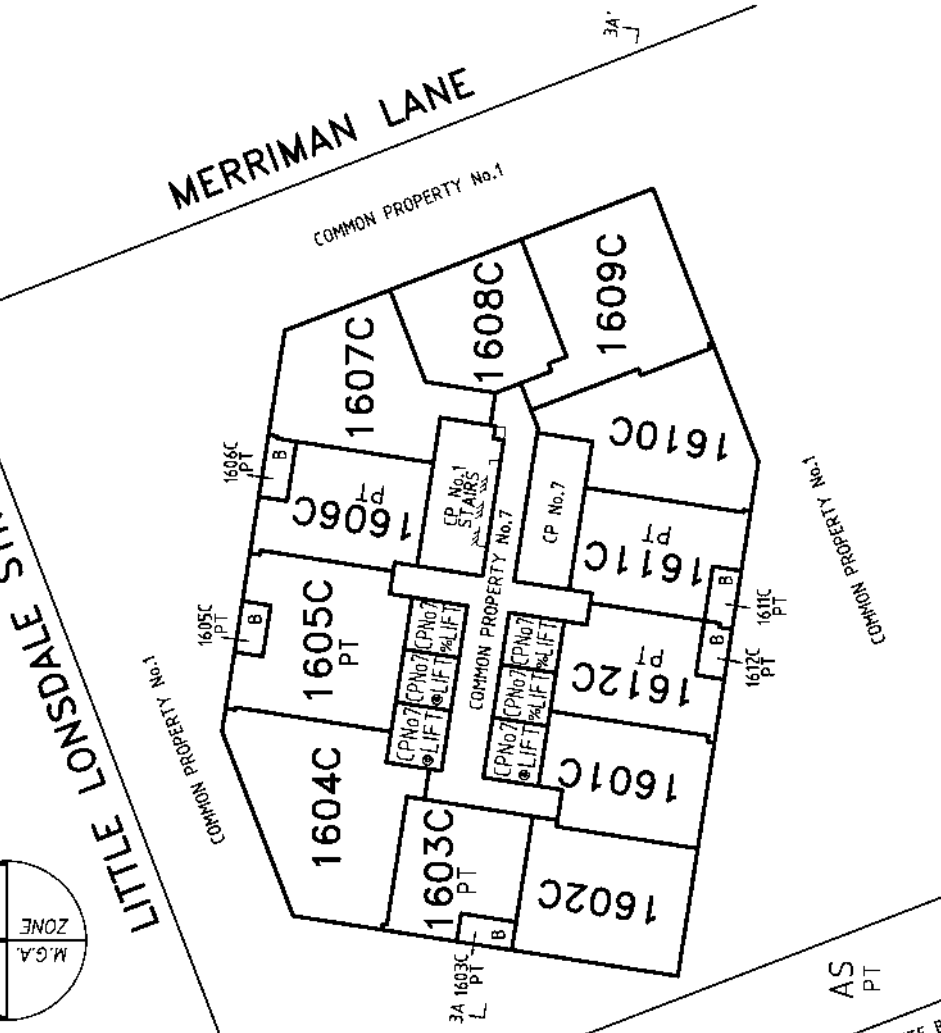
<p>VERIS AUSTRALIA PTY LTD A CVR 31 Southbank Blvd Southbank VIC 3006 T +61 3 7019 6600 E Melbourne@veris.com.au W www.veris.com.au</p>	LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:300	ORIGINAL SHEET SIZE A3
	DATE	15/06/23	REFERENCE	302547	SHEET
	VERSION	C	DRAWING	30254711-AC	

PLAN OF SUBDIVISION

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**TOWER 3
SIXTEENTH STOREY
DIAGRAM 154**

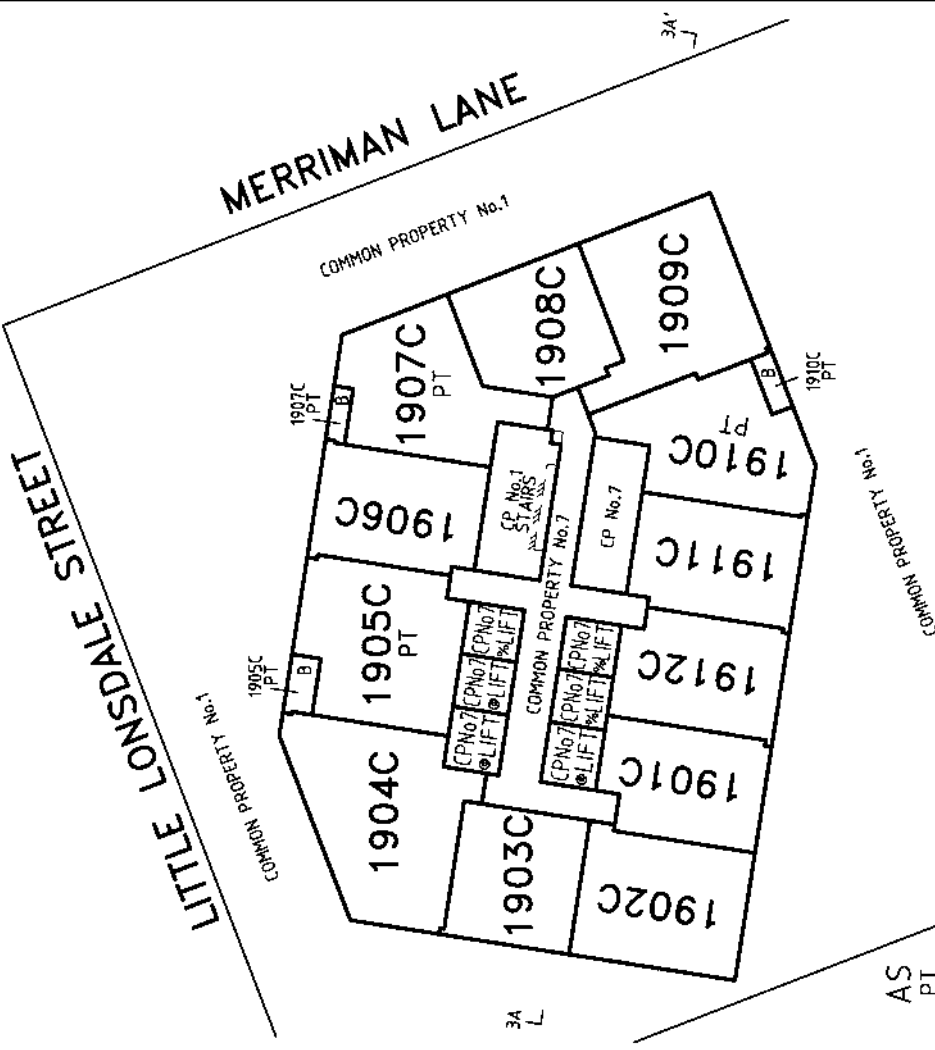
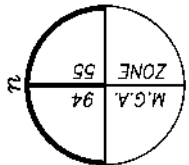


**TOWER 3
SEVENTEENTH STOREY
DIAGRAM 155**

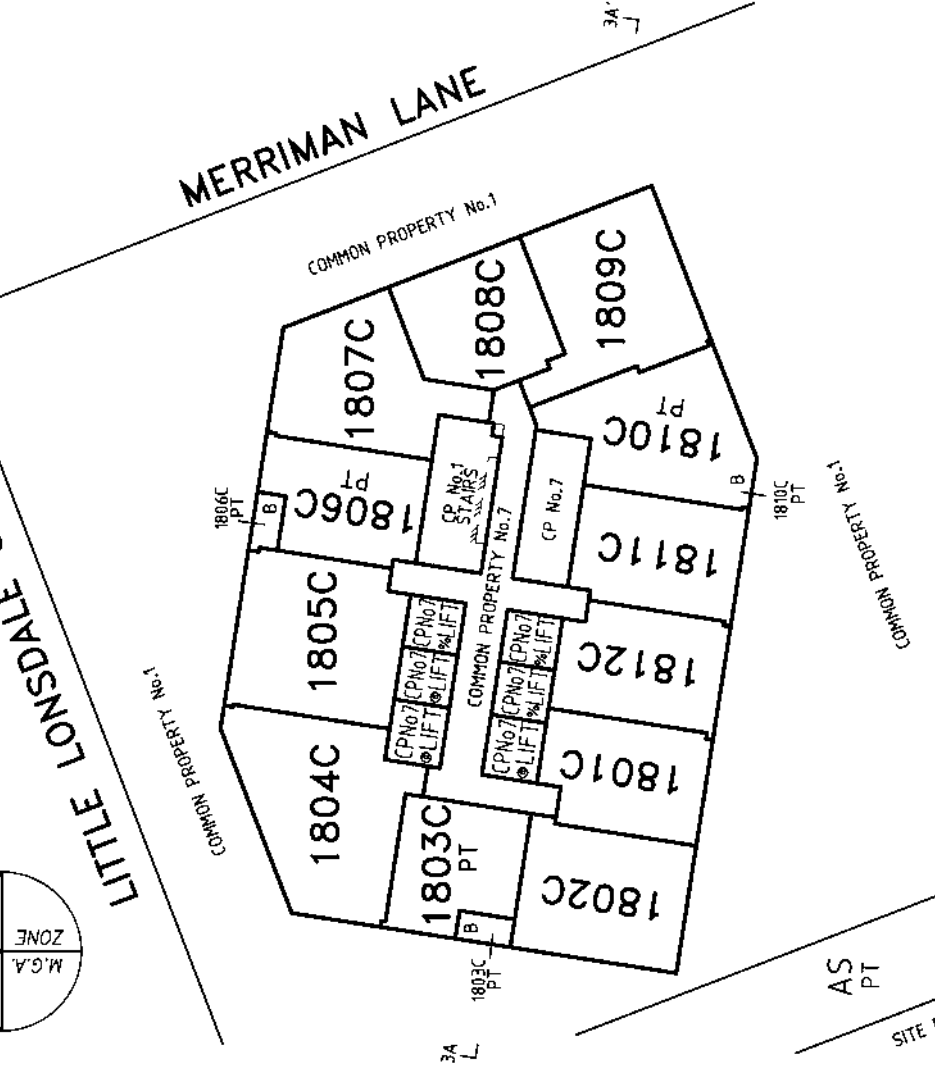
<p>VERIS AUSTRALIA PTY LTD A CVR 3 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 0400 E Melbourne@veris.com.au W www.veris.com.au</p>	<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>	<p>SCALE 1:300</p>	<p>ORIGINAL SHEET SIZE A3</p>
	<p>DATE 15/06/23</p>	<p>LENGTHS ARE IN METRES 3 0 6 12</p>	<p>SHEET 146</p>
<p>veris</p>	<p>REFERENCE 302547</p>	<p>VERSION C</p>	
<p>DRAWING 30254711-AC</p>	<p>SITE BOUNDARY</p>		

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**TOWER 3
NINETEENTH STOREY
DIAGRAM 157**



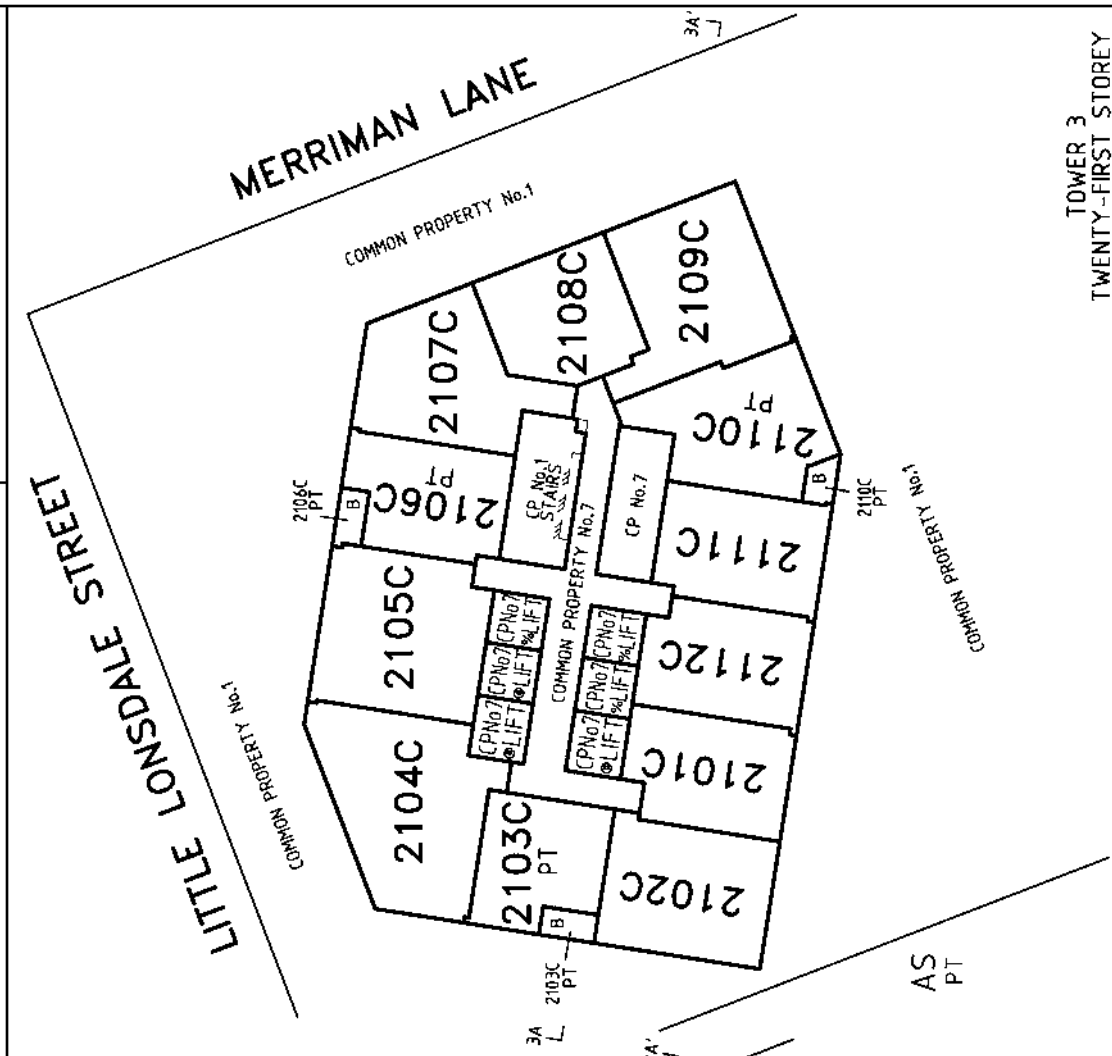
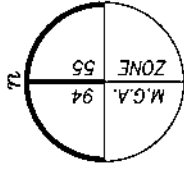
**TOWER 3
EIGHTEENTH STOREY
DIAGRAM 156**

<p>VERIS AUSTRALIA PTY LTD A CVL 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 6600 E Melbourne@veris.com.au W www.veris.com.au</p>	<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>	<p>SCALE 1:300</p>	<p>ORIGINAL SHEET SIZE A3</p>
	<p>DATE 15/06/23</p>	<p>LENGTHS ARE IN METRES 3 0 6 12</p>	<p>SHEET 147</p>
<p>REFERENCE 302547</p>	<p>VERSION C</p>	<p>DRAWING 30254711-AC</p>	

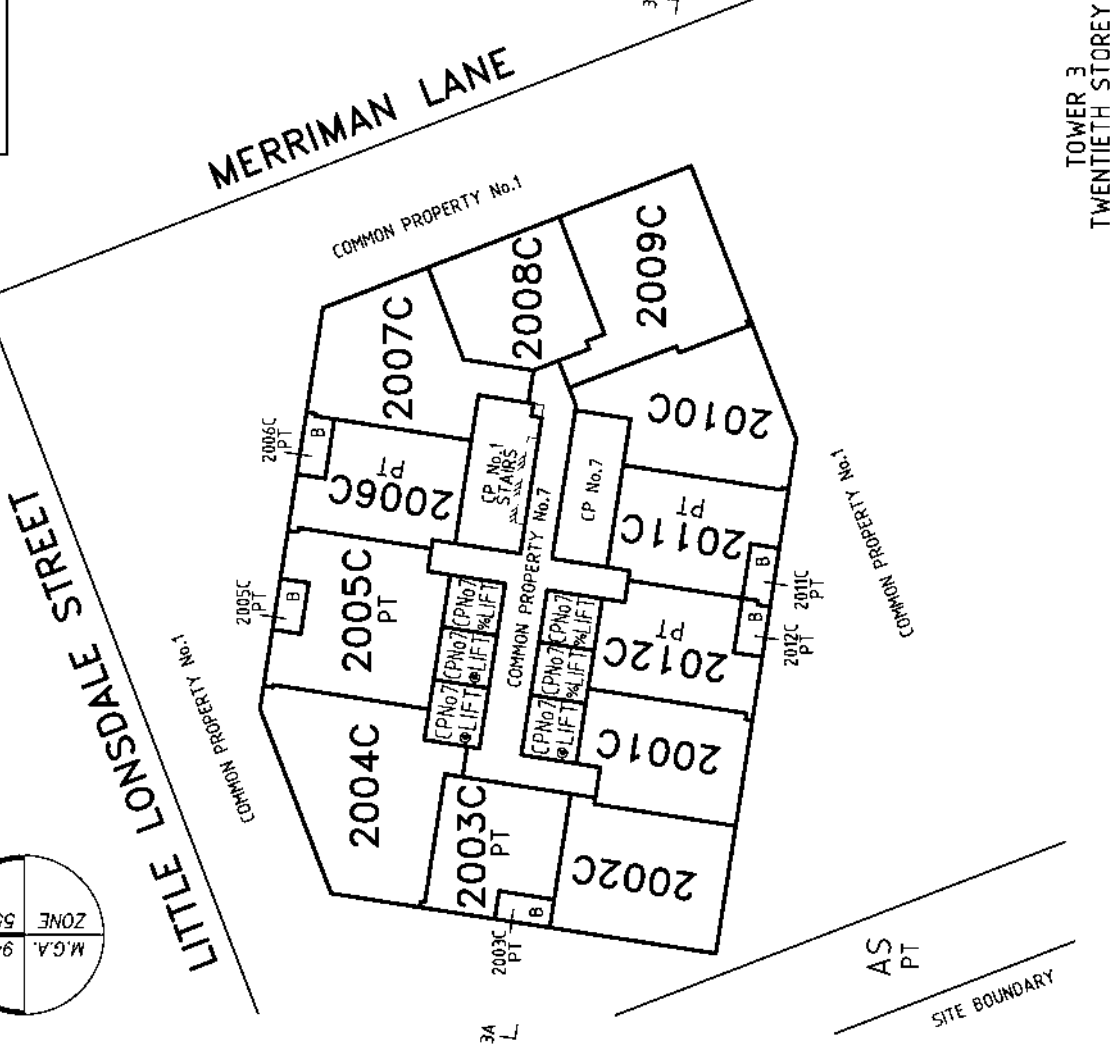


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PLAN OF SUBDIVISION



TOWER 3
TWENTIETH STOREY
DIAGRAM 158



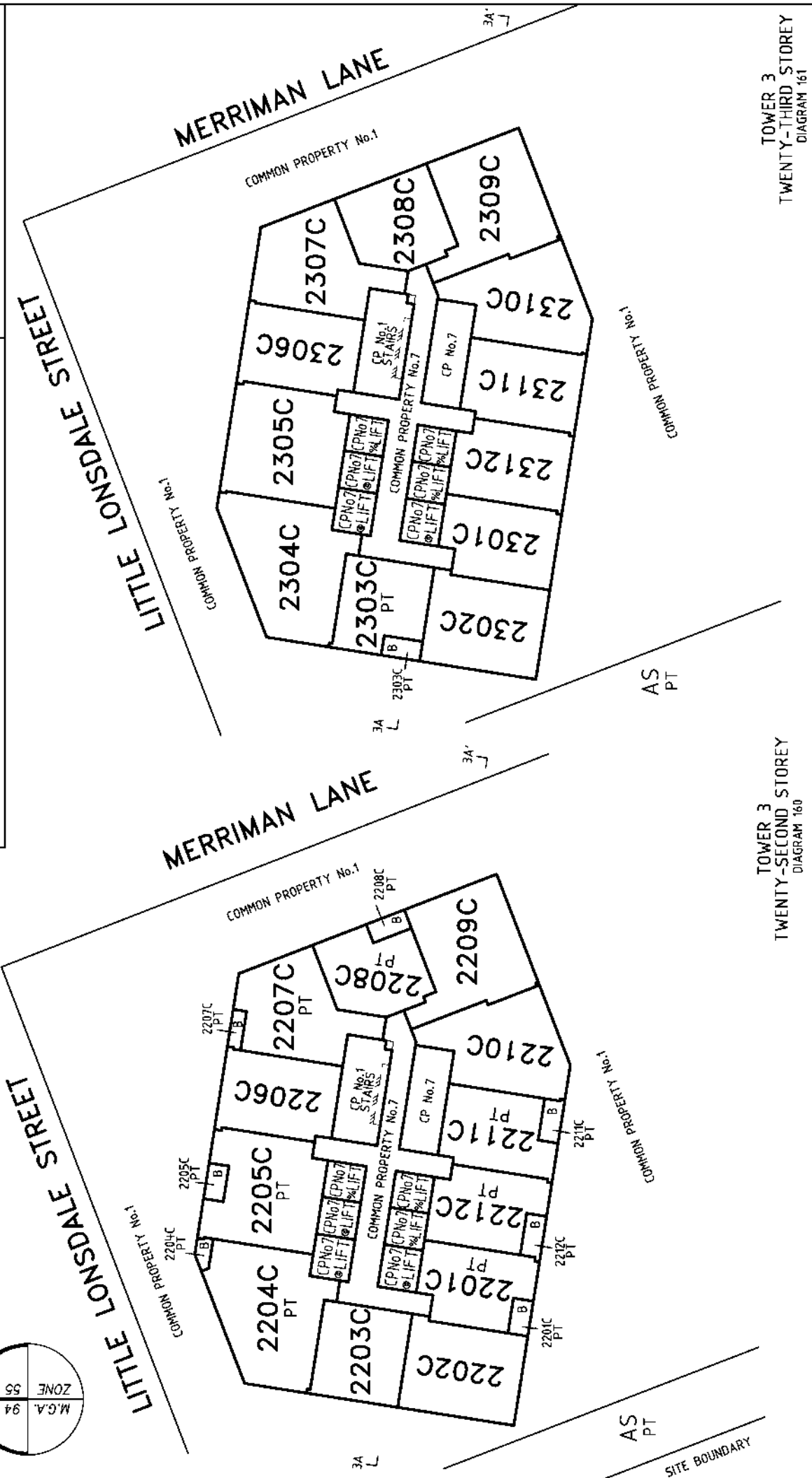
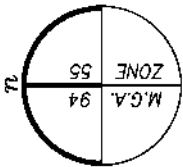
TOWER 3
TWENTY-FIRST STOREY
DIAGRAM 159

VERIS AUSTRALIA PTY LTD A CVR 3, 1 Southpark Blvd Southbank VIC 3006 T +61 3 7019 6600 E Melbourne@veris.com.au W www.veris.com.au	LICENSED SURVEYOR LACHLAN JAMES McCLEARY	SCALE 1:300	ORIGINAL SHEET SIZE A3
	DATE 15/06/23 VERSION C	LENGTHS ARE IN METRES 3 0 6 12	SHEET 148
REFERENCE 302547 DRAWING 30254711-AC			



PLAN OF SUBDIVISION

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TOWER 3
TWENTY-THIRD STOREY
DIAGRAM 161

TOWER 3
TWENTY-SECOND STOREY
DIAGRAM 160

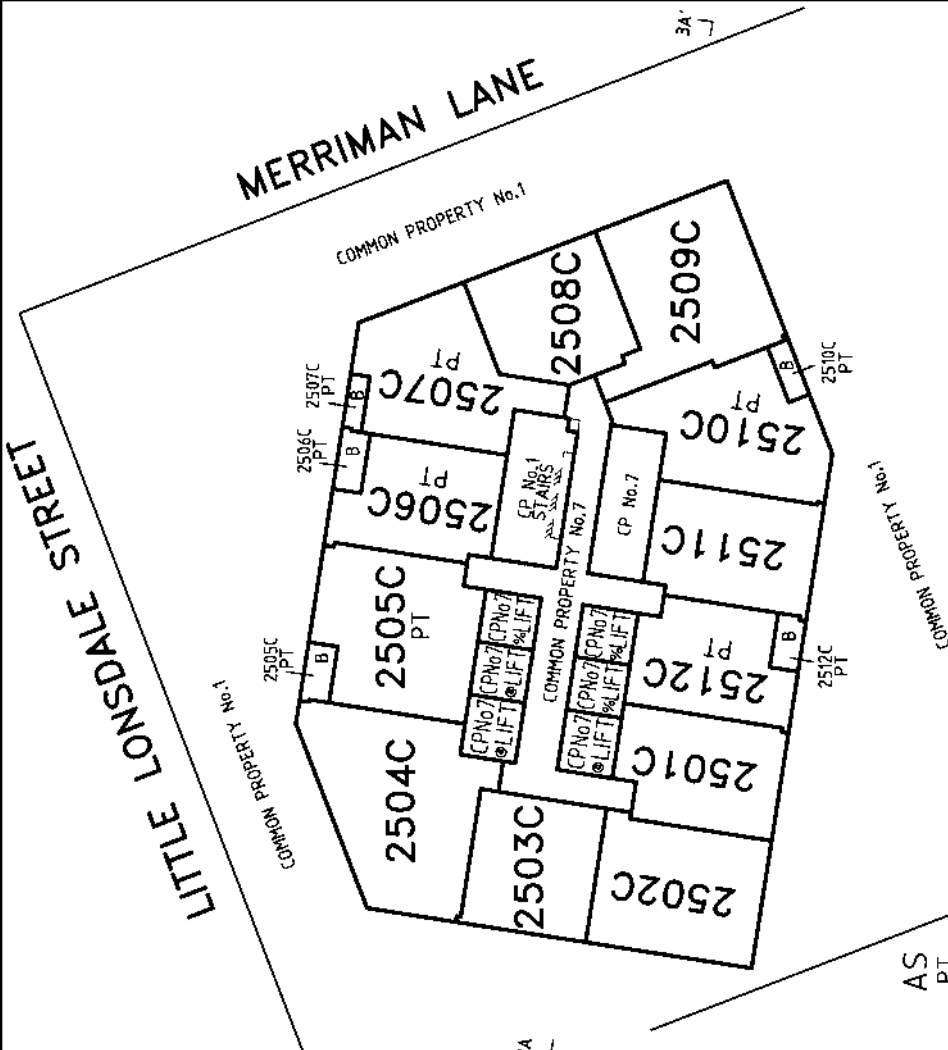
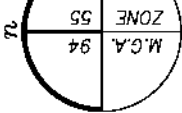
LICENSED SURVEYOR LACHLAN JAMES McCLEARY	SCALE 1:300	ORIGINAL SHEET SIZE A3
	LENGTHS ARE IN METRES 3 0 6 12	SHEET 149
DATE 15/06/23	REFERENCE 302547	
VERSION C	DRAWING 30254711-AC	

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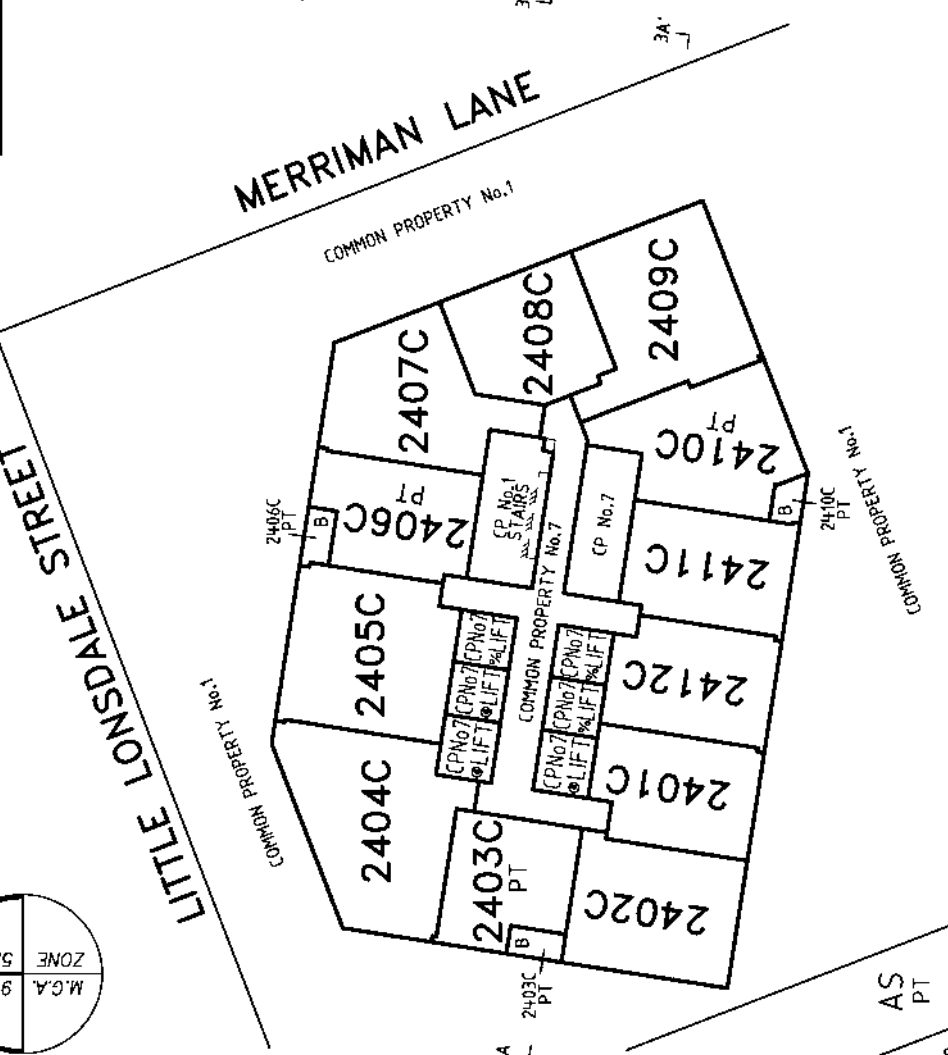


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PLAN OF SUBDIVISION



TOWER 3
TWENTY-FIFTH STOREY
DIAGRAM 163



TOWER 3
TWENTY-FOURTH STOREY
DIAGRAM 162

SCALE	1:300
ORIGINAL SHEET SIZE A3	SHEET 150

LENGTHS ARE IN METRES	
3	0 6 12

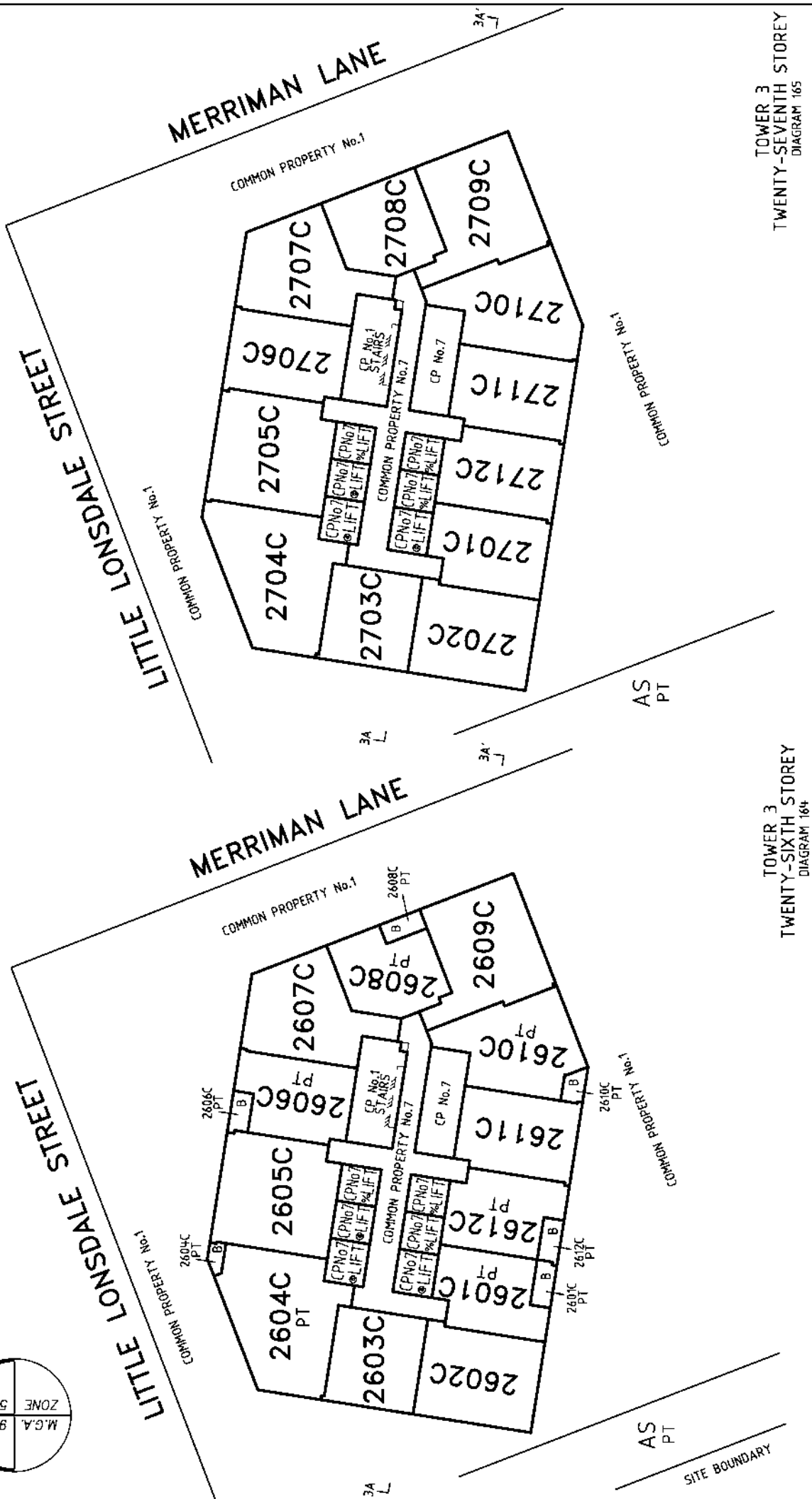
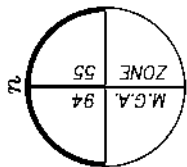
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY
DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

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TOWER 3
TWENTY-SEVENTH STOREY
DIAGRAM 165

TOWER 3
TWENTY-SIXTH STOREY
DIAGRAM 164

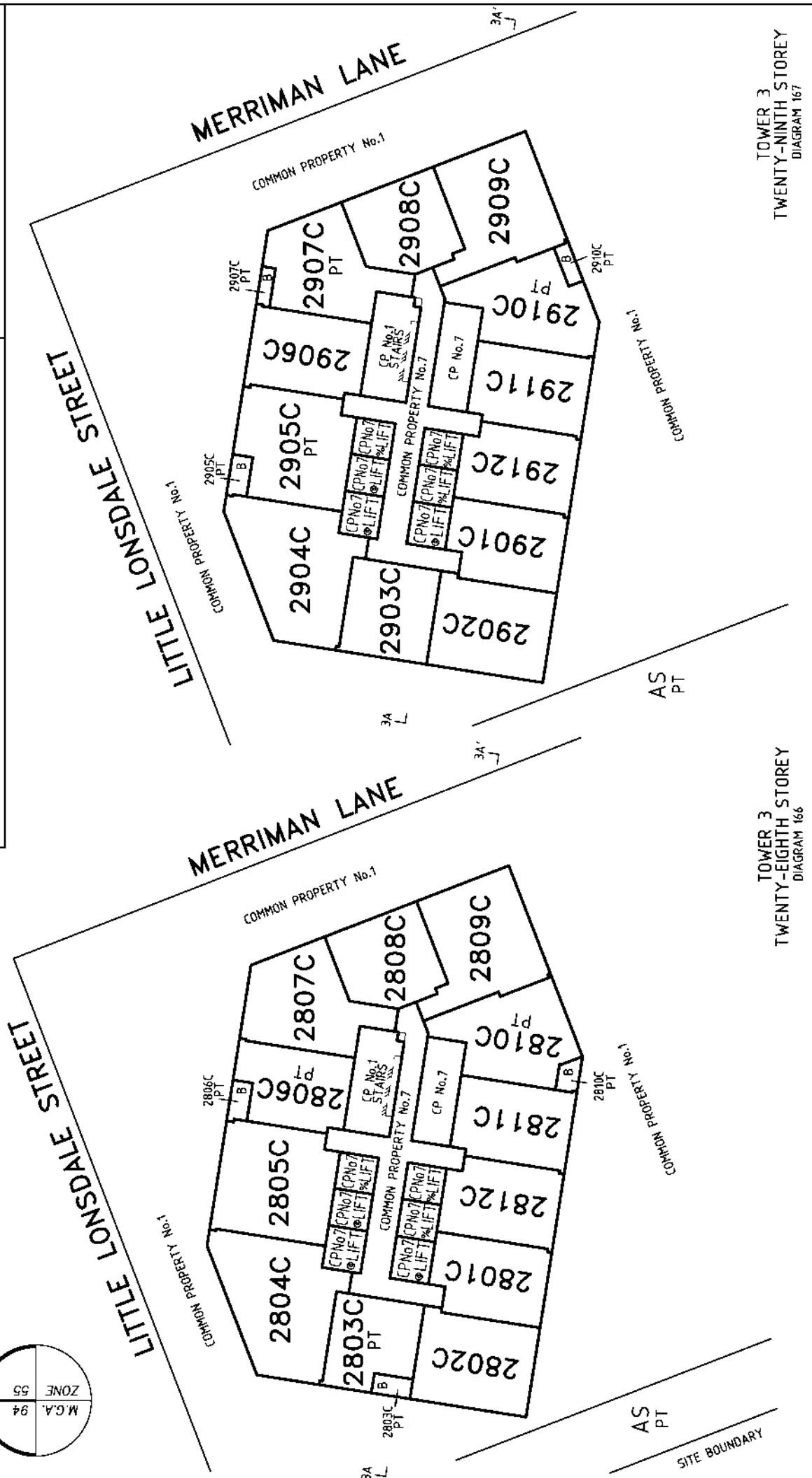
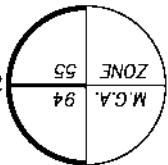
VERIS AUSTRALIA PTY LTD A CVR 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 6600 E melbourne@veris.com.au W www.veris.com.au	LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:300	ORIGINAL SHEET SIZE A3
	DATE	15/06/23	REFERENCE	302547	SHEET
	VERSION	C	DRAWING	30254711-AC	



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PLAN OF SUBDIVISION

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**TOWER 3
TWENTY-EIGHTH STOREY
DIAGRAM 166**

**TOWER 3
TWENTY-NINTH STOREY
DIAGRAM 167**

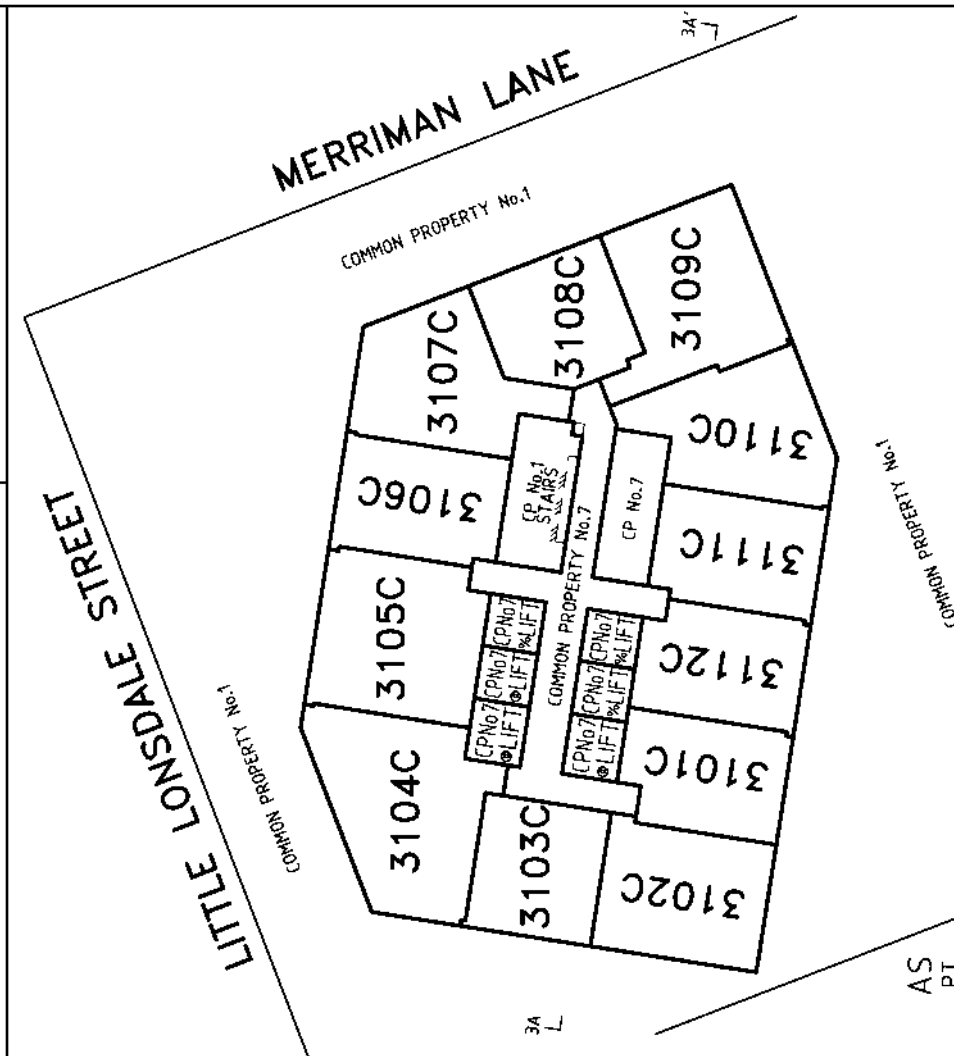
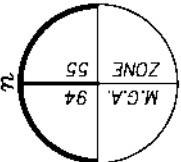
<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>	<p>SCALE 1:300</p>		<p>ORIGINAL SHEET SIZE A3</p>
	<p>LENGTHS ARE IN METRES 3 0 6 12</p>		<p>SHEET 152</p>
<p>DATE 15/06/23</p>	<p>REFERENCE 302547</p>		
<p>VERSION C</p>	<p>DRAWING 30254711-AC</p>		

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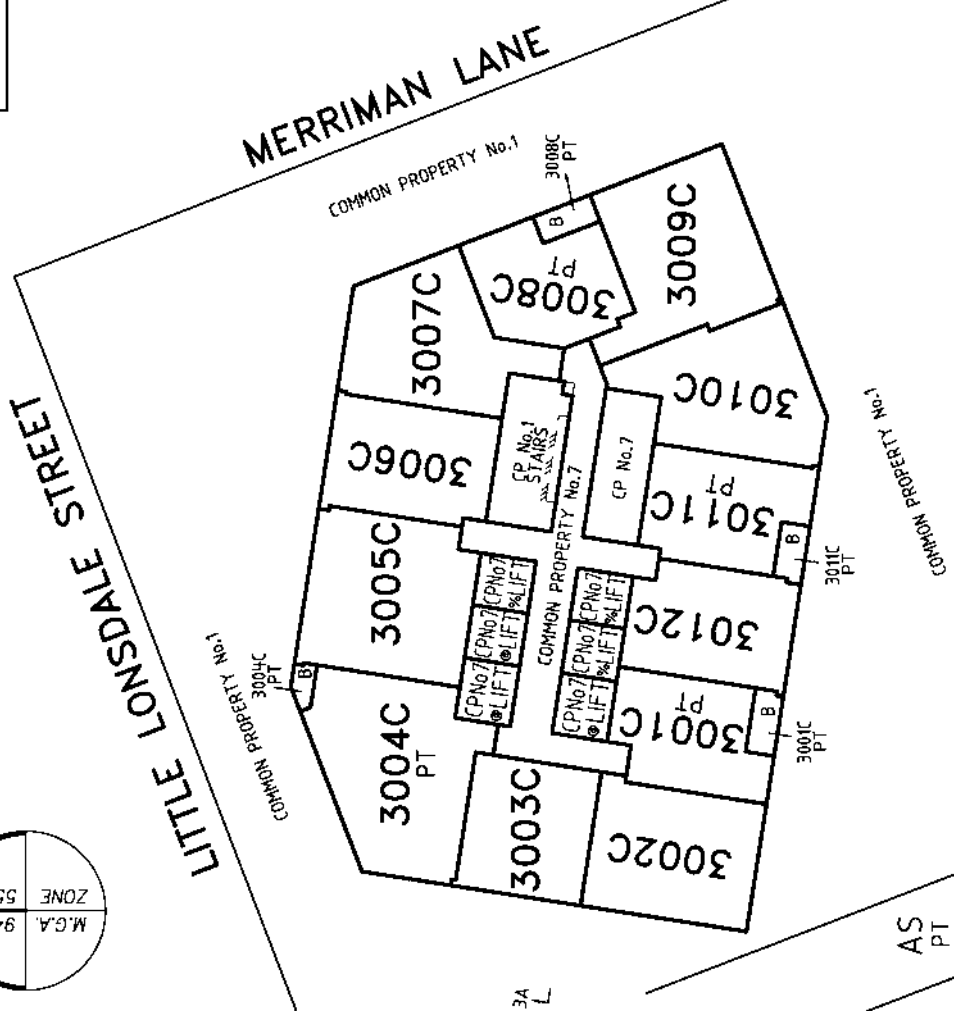


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PLAN OF SUBDIVISION



TOWER 3
THIRTIETH STOREY
DIAGRAM 168

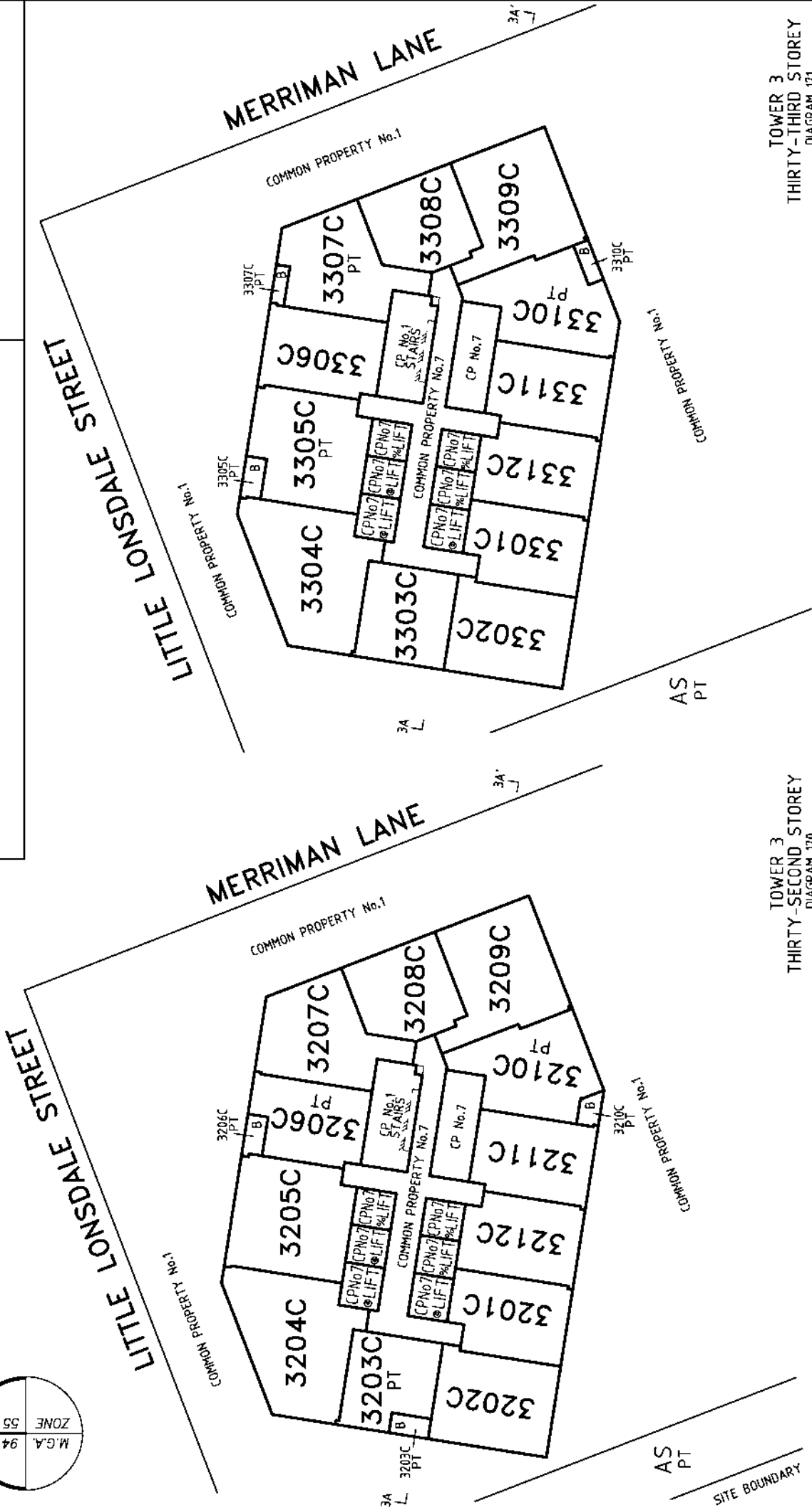
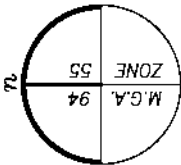


TOWER 3
THIRTY-FIRST STOREY
DIAGRAM 169

<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>	<p>SCALE 1:300</p>		<p>ORIGINAL SHEET SIZE A3</p>
	<p>LENGTHS ARE IN METRES</p> <p>3 0 6 12</p>		<p>SHEET 153</p>
<p>DATE 15/06/23</p>	<p>REFERENCE 302547</p>		
<p>VERSION C</p>	<p>DRAWING 30254711-AC</p>		
<p>VERIS AUSTRALIA PTY LTD A CVL 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 0400 E melbourne@veris.com.au W www.veris.com.au</p>			

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**TOWER 3
THIRTY-SECOND STOREY
DIAGRAM 170**

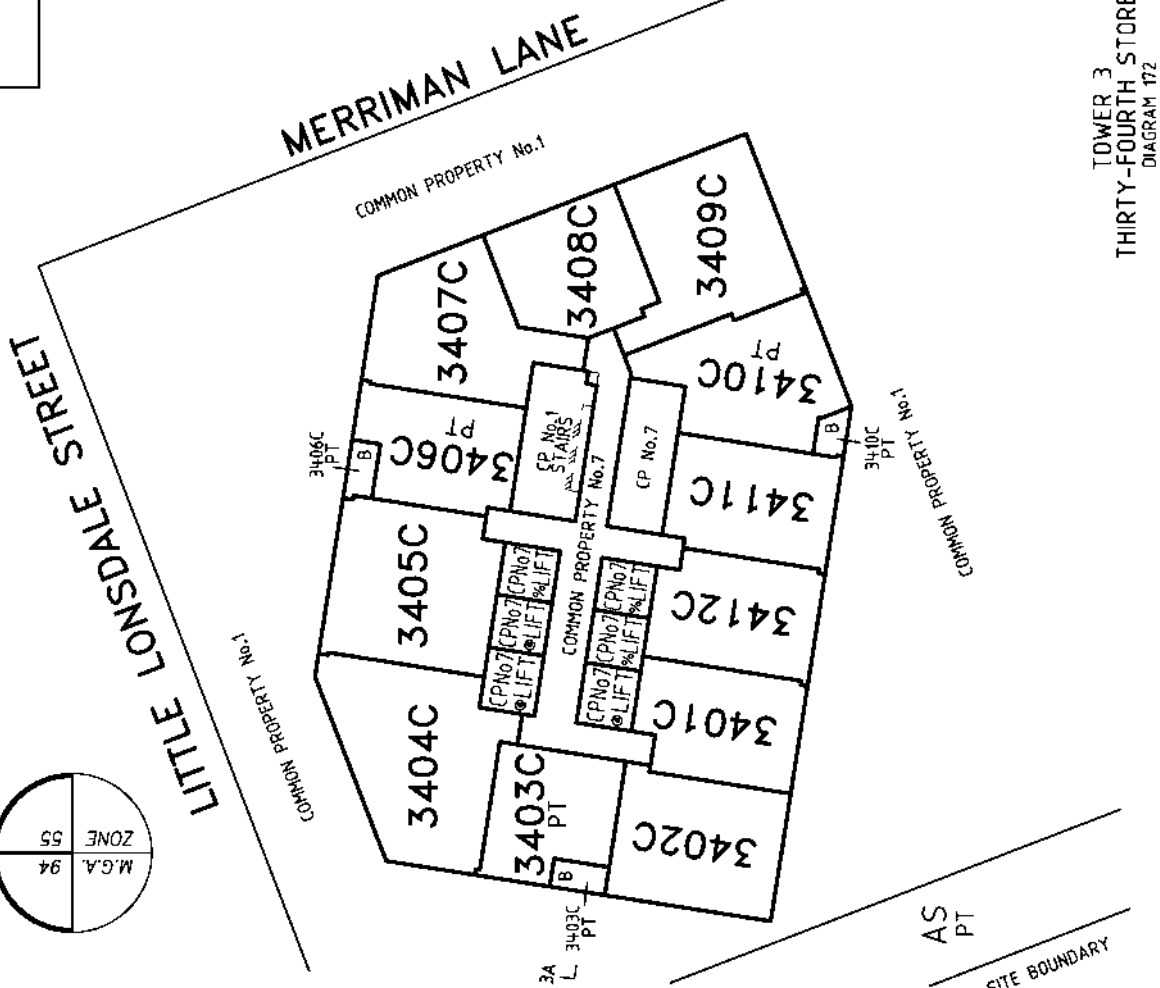
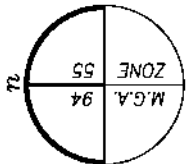
**TOWER 3
THIRTY-THIRD STOREY
DIAGRAM 171**

<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>	<p>SCALE 1:300</p>		<p>ORIGINAL SHEET SIZE A3</p>
	<p>LENGTHS ARE IN METRES 3 0 6 12</p>		<p>SHEET 154</p>
<p>DATE 15/06/23</p>	<p>REFERENCE 302547</p>		
<p>VERSION C</p>	<p>DRAWING 30254711-AC</p>		
<p>VERIS AUSTRALIA PTY LTD A CVR 3 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 0400 E melbourne@veris.com.au W www.veris.com.au</p>			

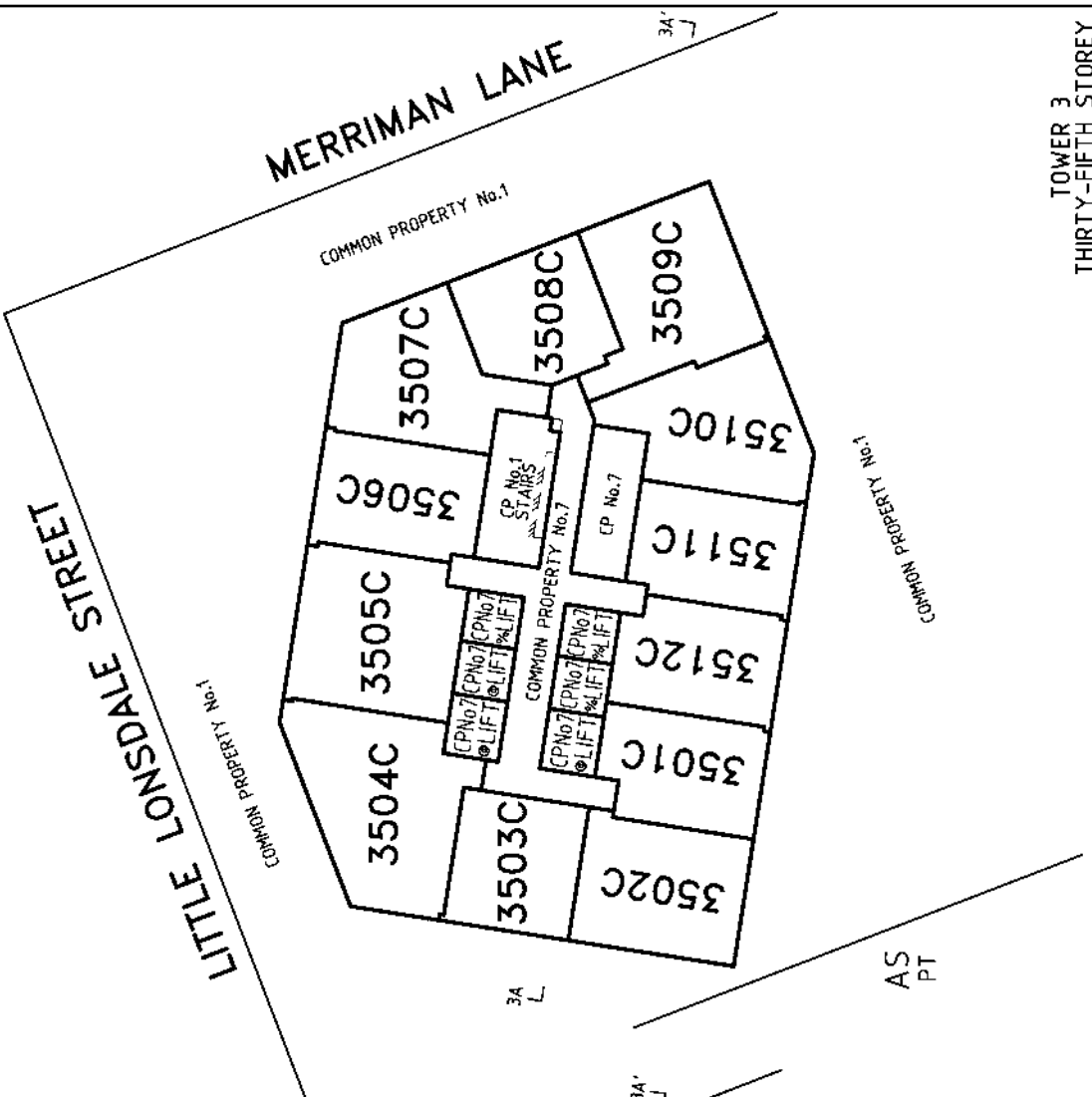


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PLAN OF SUBDIVISION



TOWER 3
THIRTY-FOURTH STOREY
DIAGRAM 172



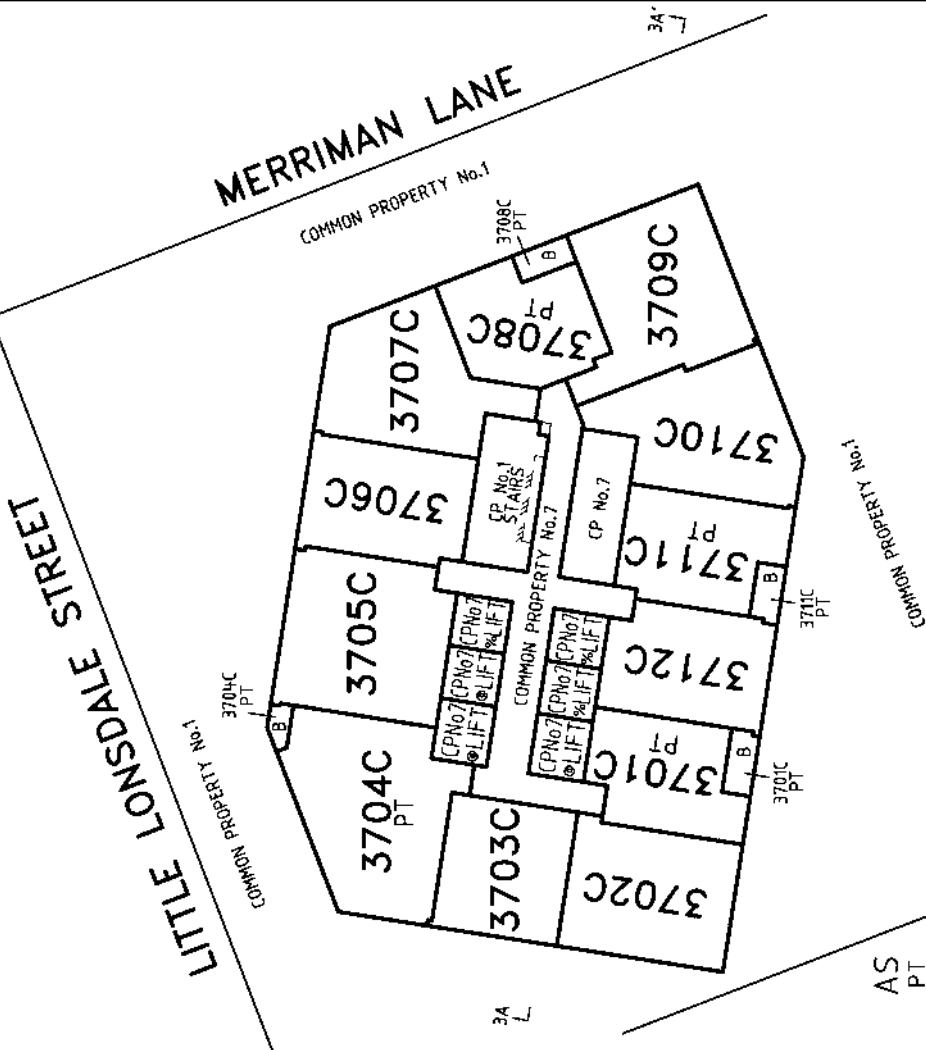
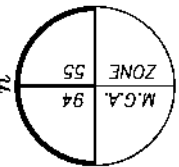
TOWER 3
THIRTY-FIFTH STOREY
DIAGRAM 173

<p>VERIS AUSTRALIA PTY LTD A CVR 3 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 6600 E melbourne@veris.com.au W www.veris.com.au</p>	<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>	<p>SCALE 1:300</p>	<p>ORIGINAL SHEET SIZE A3</p>
	<p>DATE 15/06/23 VERSION C</p>	<p>REFERENCE 302547 DRAWING 30254711-AC</p>	<p>SHEET 155</p>

AS PT
SITE BOUNDARY

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PLAN OF SUBDIVISION



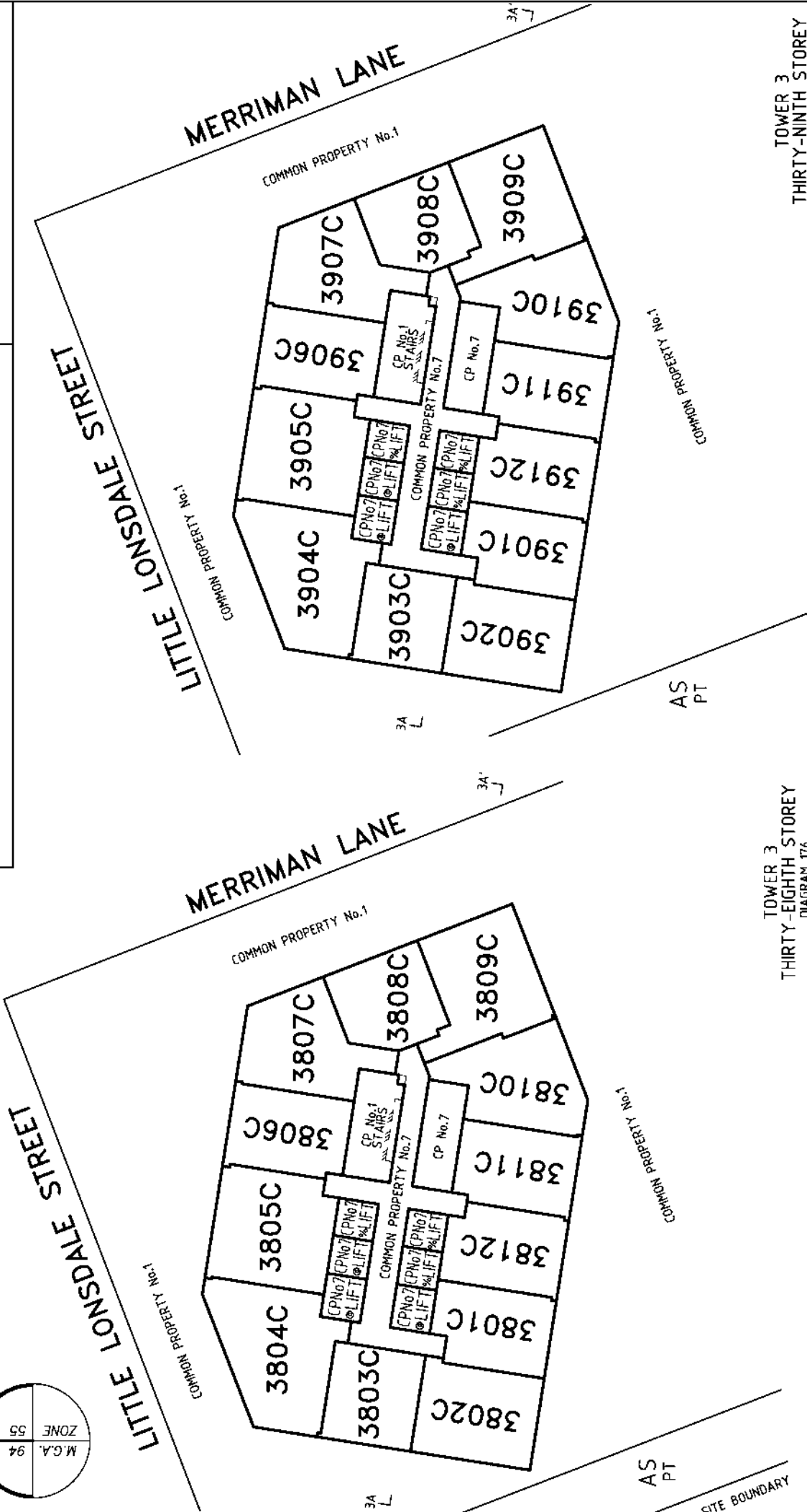
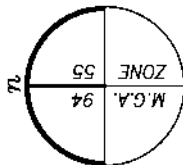
TOWER 3
THIRTY-SIXTH STOREY
DIAGRAM 174

TOWER 3
THIRTY-SEVENTH STOREY
DIAGRAM 175

<p>VERIS AUSTRALIA PTY LTD A CVR 3 1 Southern Cross Blvd Southbank VIC 3006 T +61 3 7019 0400 E melbourne@veris.com.au W www.veris.com.au</p>	<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>	<p>SCALE 1:300</p>	<p>ORIGINAL SHEET SIZE A3</p>
	<p>DATE 15/06/23 VERSION C</p>	<p>REFERENCE 302547 DRAWING 30254711-AC</p>	<p>SHEET 156</p>

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PLAN OF SUBDIVISION



TOWER 3
THIRTY-EIGHTH STOREY
DIAGRAM 176

TOWER 3
THIRTY-NINTH STOREY
DIAGRAM 177

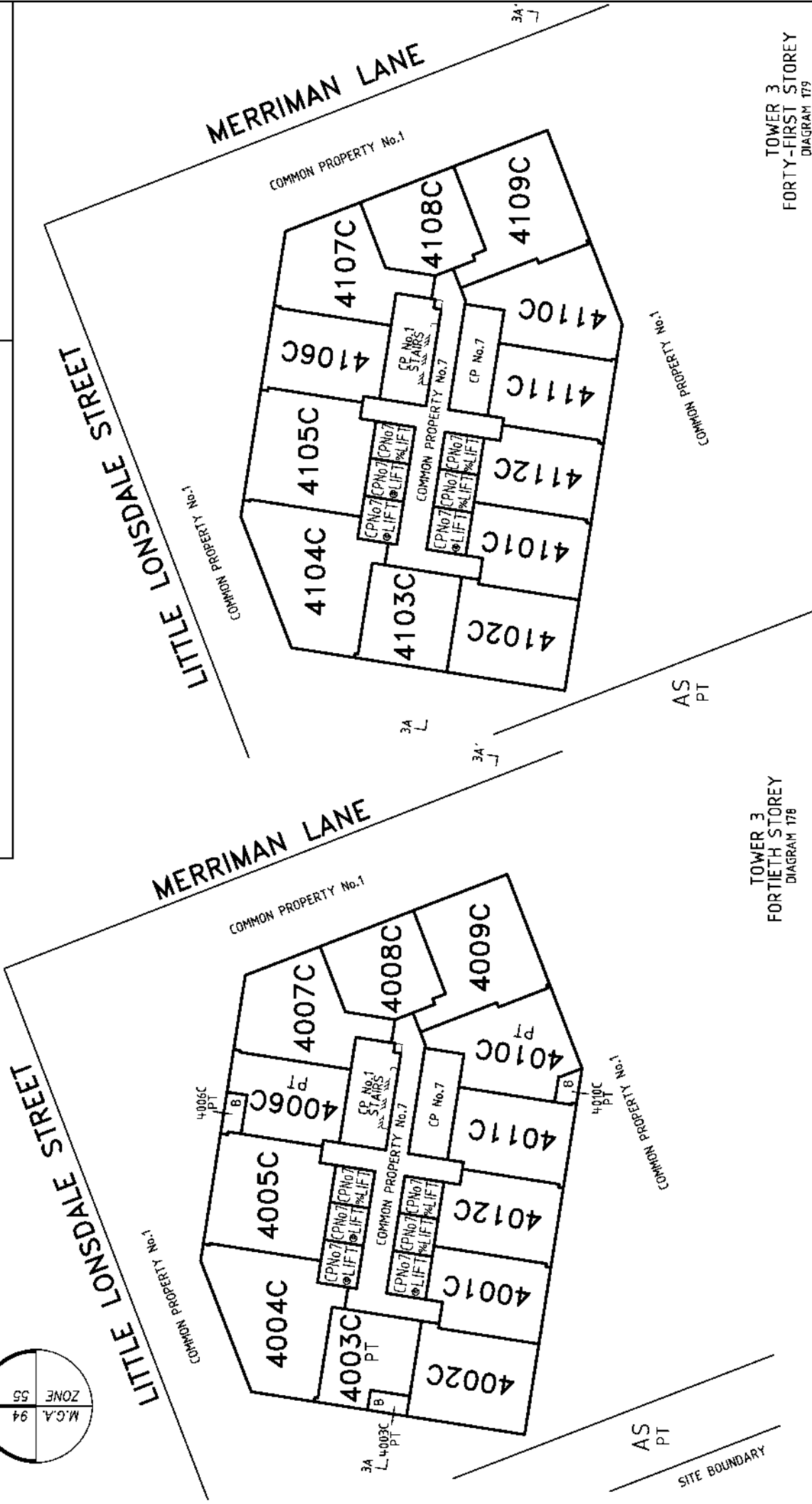
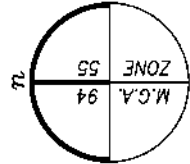
<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>	<p>SCALE 1:300</p>		<p>ORIGINAL SHEET SIZE A3</p>
	<p>LENGTHS ARE IN METRES</p> <p>3 0 6 12</p>		<p>SHEET 157</p>
<p>DATE 15/06/23</p>	<p>REFERENCE 302547</p>		
<p>VERSION C</p>	<p>DRAWING 30254711-AC</p>		

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PLAN OF SUBDIVISION



TOWER 3
FORTIETH STOREY
DIAGRAM 178

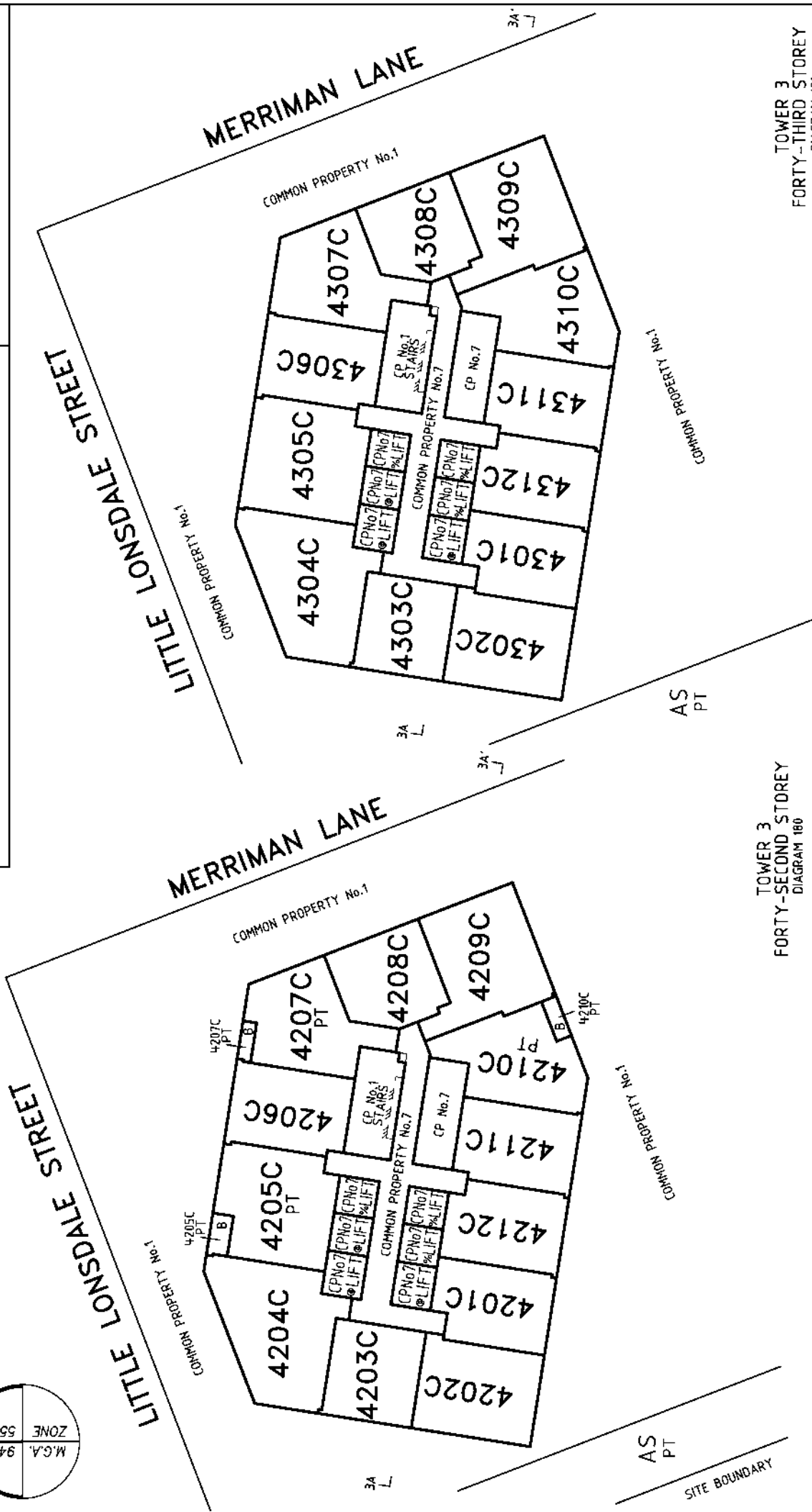
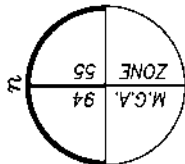
TOWER 3
FORTY-FIRST STOREY
DIAGRAM 179

VERIS AUSTRALIA PTY LTD A CV 3.1 Southbank Bhd Southbank VIC 3006 T +61 3 7019 6600 E melbourne@veris.com.au W www.veris.com.au		LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	DATE	15/06/23	REFERENCE	302547
		VERSION	C	DRAWING	30254711-AC		
		SCALE	1:300	3 0 6 12 LENGTHS ARE IN METRES		ORIGINAL SHEET SIZE A3	SHEET 158

SITE BOUNDARY

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PLAN OF SUBDIVISION



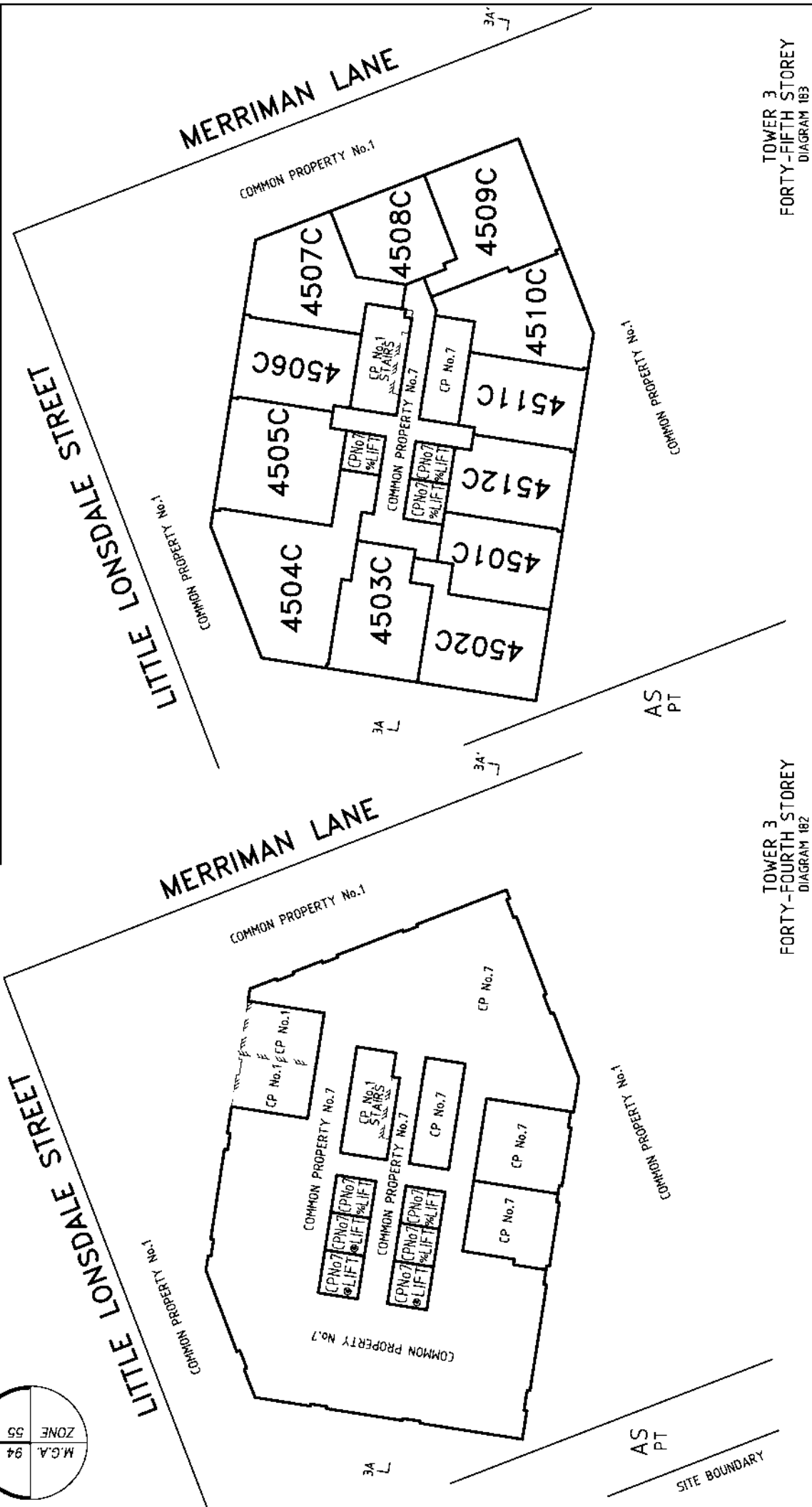
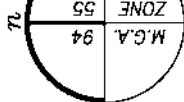
TOWER 3
FORTY-SECOND STOREY
DIAGRAM 180

TOWER 3
FORTY-THIRD STOREY
DIAGRAM 181

VERIS AUSTRALIA PTY LTD A CVR 31 Southbank Blvd Southbank VIC 3006 T +61 3 7019 0400 E melbourne@veris.com.au W www.veris.com.au	LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	DATE	15/06/23	REFERENCE	302547
	VERSION	C	DRAWING	30254711-AC		
SCALE	1:300	LENGTHS ARE IN METRES	3 0 6 12	ORIGINAL SHEET SIZE A3	SHEET 159	

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PLAN OF SUBDIVISION

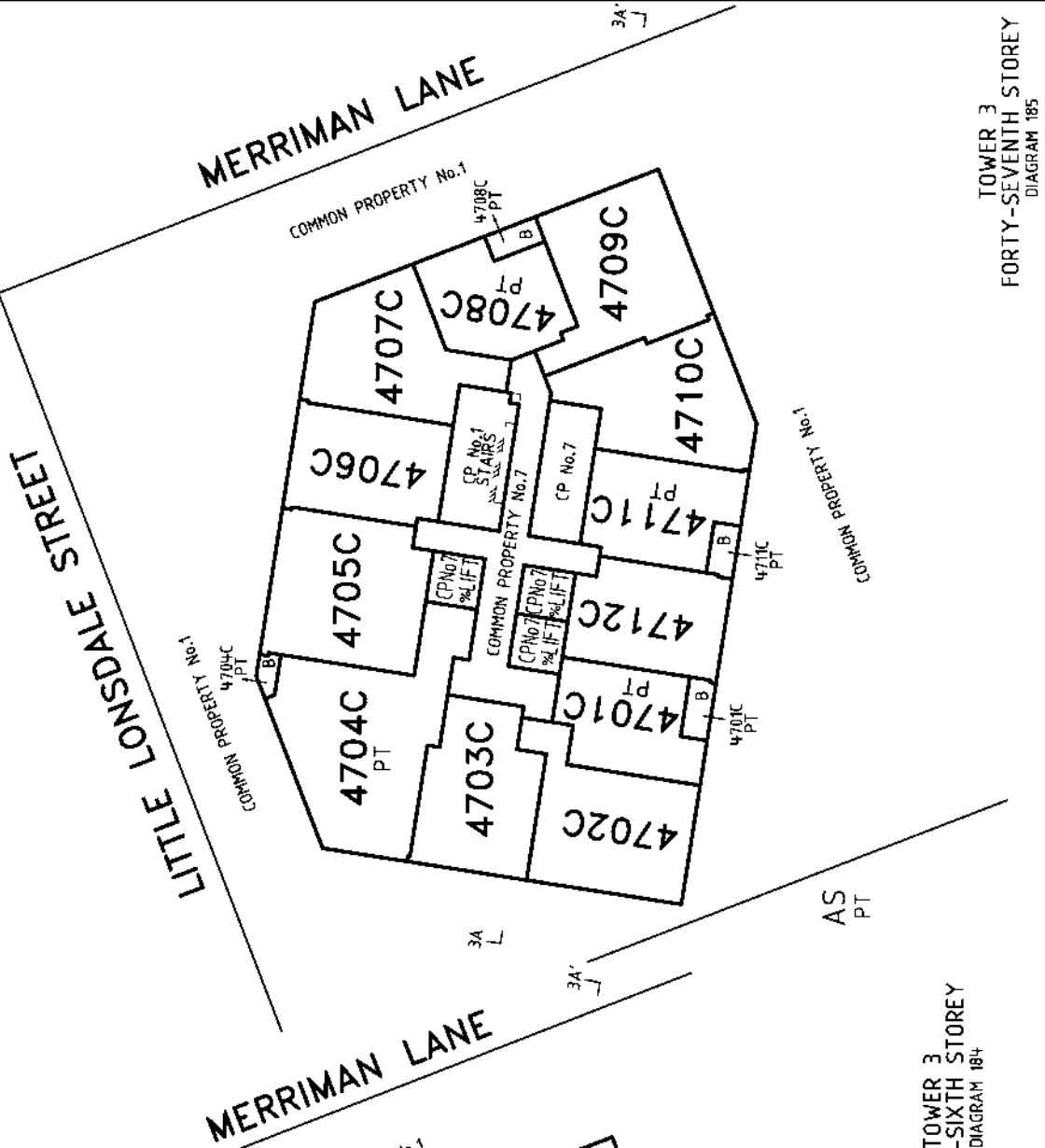
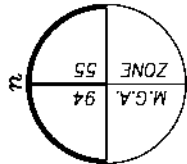


<p>VERIS AUSTRALIA PTY LTD A CVR 3 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 6600 E melbourne@veris.com.au W www.veris.com.au</p>	<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>	<p>SCALE 1:300</p>	<p>ORIGINAL SHEET SIZE A3</p>
	<p>DATE 15/06/23</p>	<p>REFERENCE 302547</p>	<p>SHEET 160</p>
<p>VERSION C</p>	<p>DRAWING 30254711-AC</p>	<p>TOWER 3 FORTY-FIFTH STOREY DIAGRAM 163</p>	
<p>TOWER 3 FORTY-FOURTH STOREY DIAGRAM 162</p>		<p>AS PT</p>	



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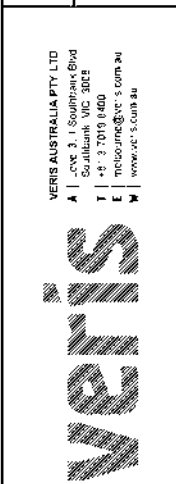
PLAN OF SUBDIVISION



SCALE	1:300
ORIGINAL SHEET SIZE A3	SHEET 101

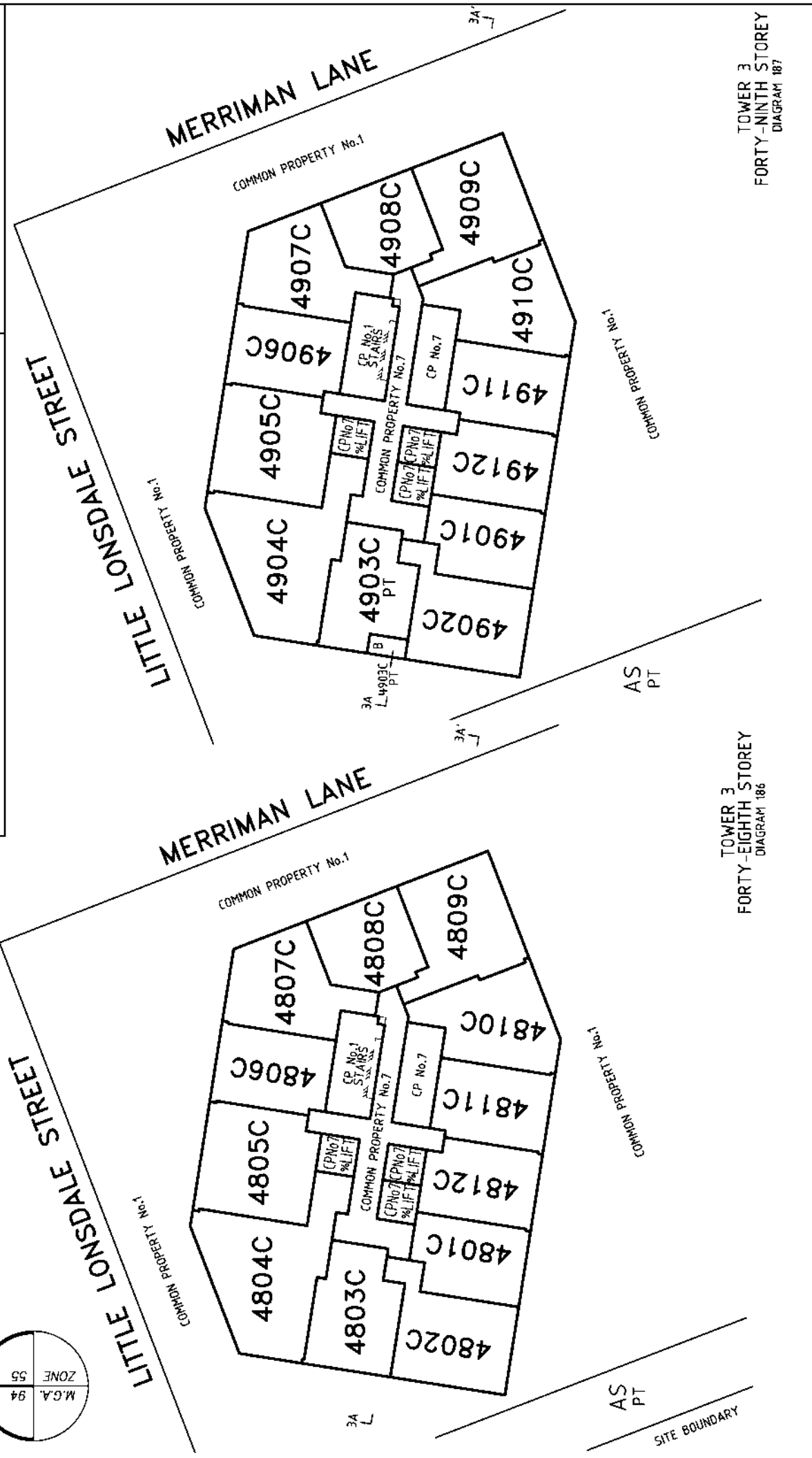
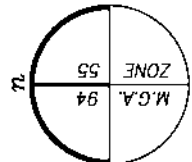
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY
DATE	15/06/23
REFERENCE	302547
VERSION	C
DRAWING	30254711-AC

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PLAN OF SUBDIVISION



TOWER 3
FORTY-EIGHTH STOREY
DIAGRAM 186

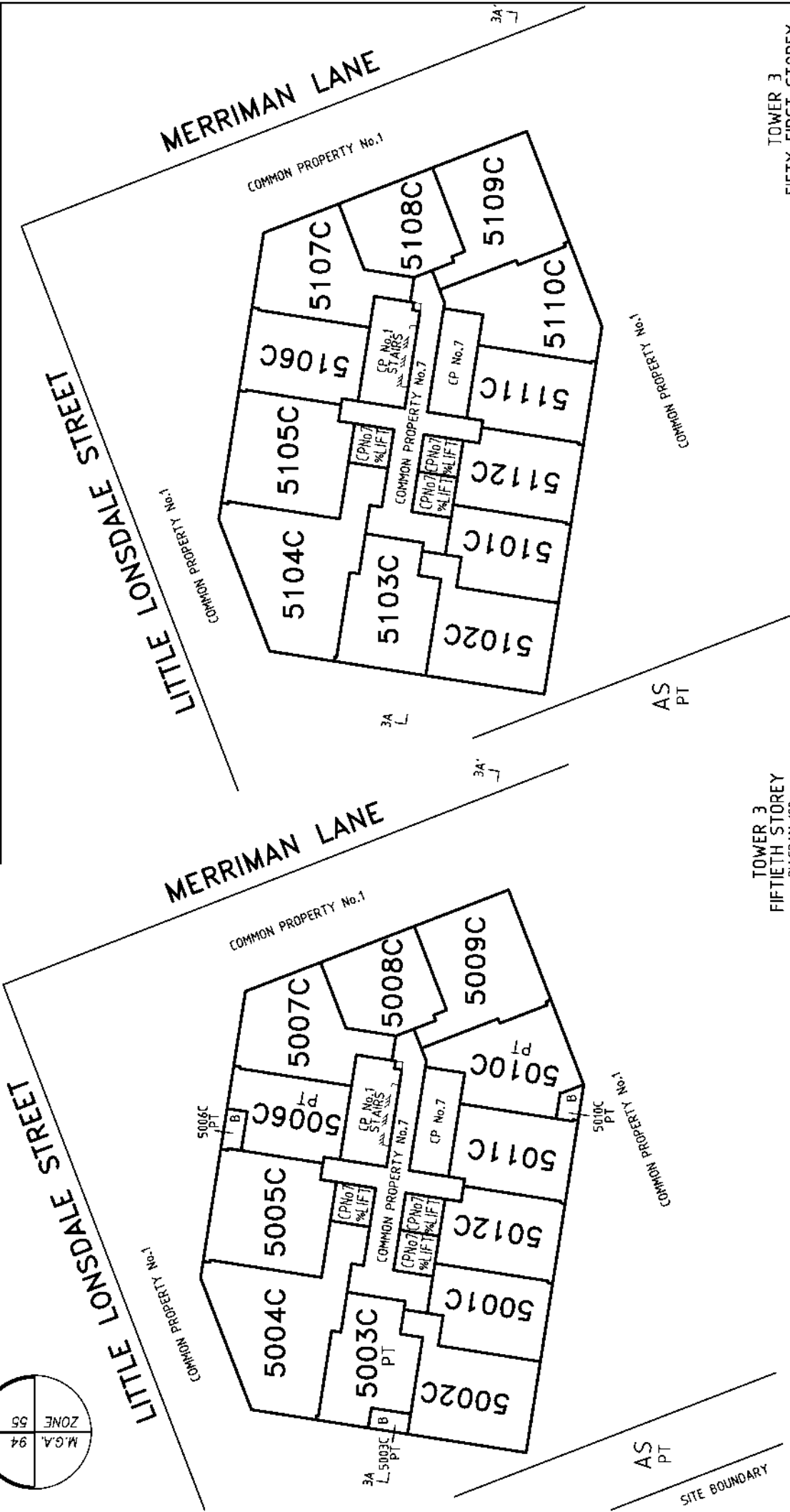
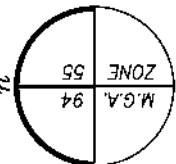
TOWER 3
FORTY-NINTH STOREY
DIAGRAM 187

<p>VERIS AUSTRALIA PTY LTD A -CVL 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 6600 E melbourne@veris.com.au W www.veris.com.au</p>	<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>		<p>SCALE 1:300</p>	<p>ORIGINAL SHEET SIZE A3</p>
	<p>DATE 15/06/23</p>	<p>REFERENCE 302547</p>	<p>LENGTHS ARE IN METRES 3 0 6 12</p>	<p>SHEET 162</p>
<p>VERSION C</p>	<p>DRAWING 30254711-AC</p>			



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PLAN OF SUBDIVISION



TOWER 3
FIFTIETH STOREY
DIAGRAM 188

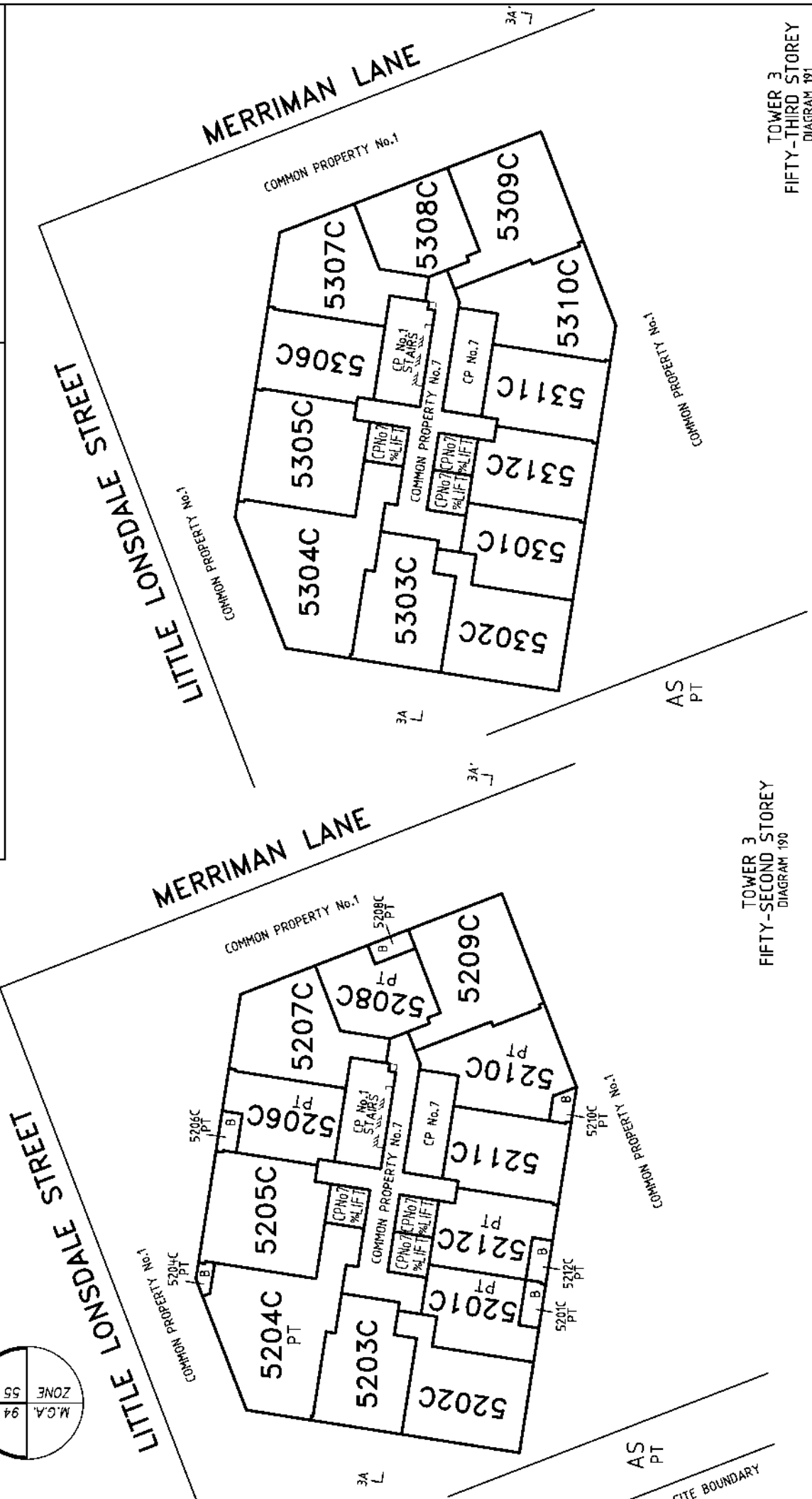
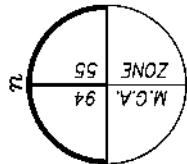
TOWER 3
FIFTY-FIRST STOREY
DIAGRAM 189

<p>VERIS AUSTRALIA PTY LTD A -CV 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 6600 E melbourne@veris.com.au W www.veris.com.au</p>	<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>		<p>SCALE 1:300</p>	<p>ORIGINAL SHEET SIZE A3</p>
	<p>DATE 15/06/23</p>	<p>REFERENCE 302547</p>	<p>LENGTHS ARE IN METRES 3 0 6 12</p>	<p>SHEET 163</p>
<p>VERSION C</p>	<p>DRAWING 30254711-AC</p>			



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PLAN OF SUBDIVISION



TOWER 3
FIFTY-SECOND STOREY
DIAGRAM 190

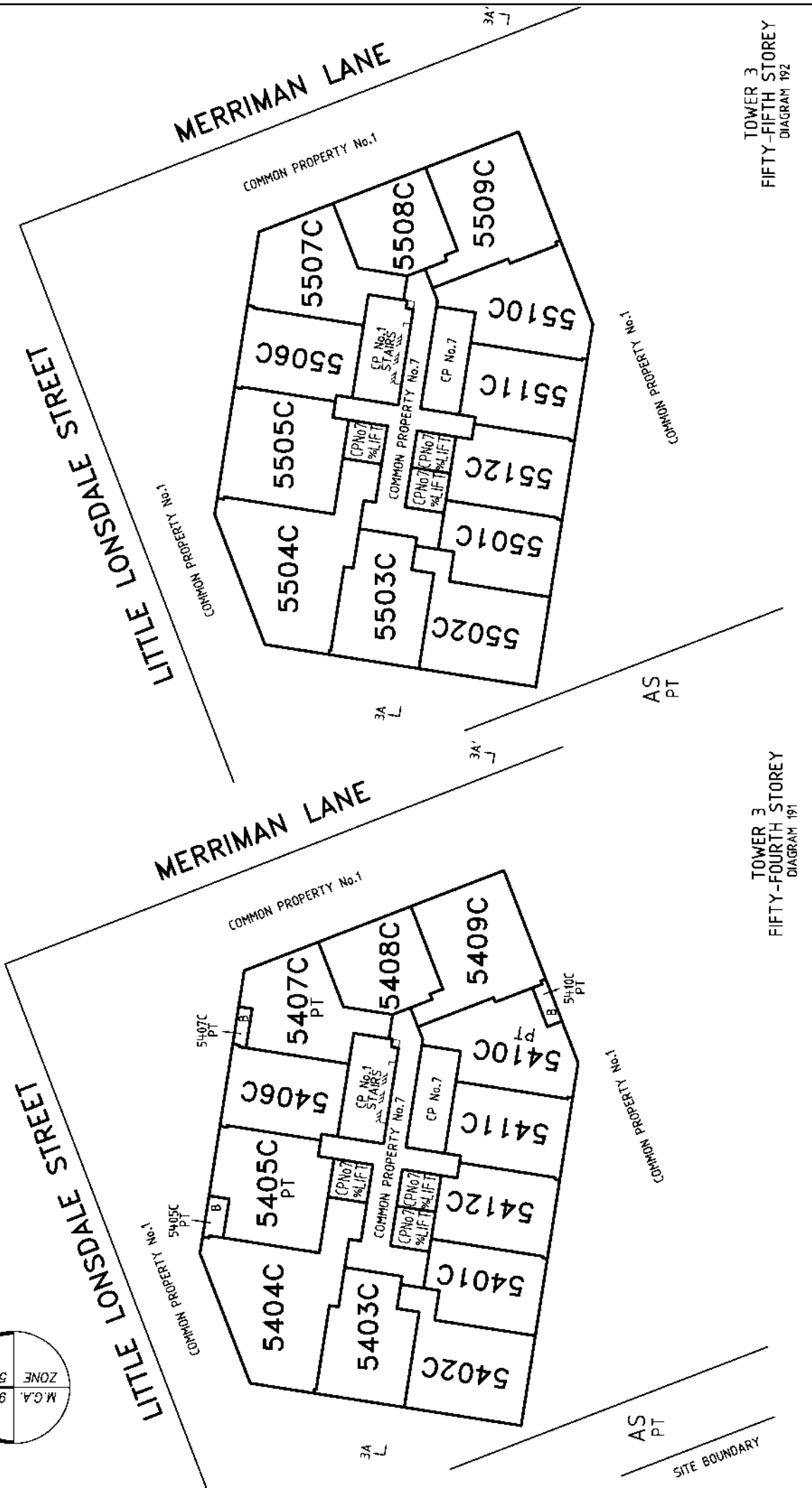
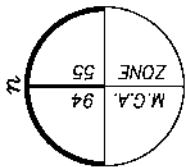
TOWER 3
FIFTY-THIRD STOREY
DIAGRAM 191

<p>VERIS AUSTRALIA PTY LTD A -CV 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 6600 E melbourne@veris.com.au W www.veris.com.au</p>	<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>	<p>SCALE 1:300</p>	<p>ORIGINAL SHEET SIZE A3</p>
	<p>DATE 15/06/23 VERSION C</p>	<p>REFERENCE 302547 DRAWING 30254711-AC</p>	<p>LENGTHS ARE IN METRES 3 0 6 12</p>



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PLAN OF SUBDIVISION



TOWER 3
FIFTY-FIFTH STOREY
DIAGRAM 192

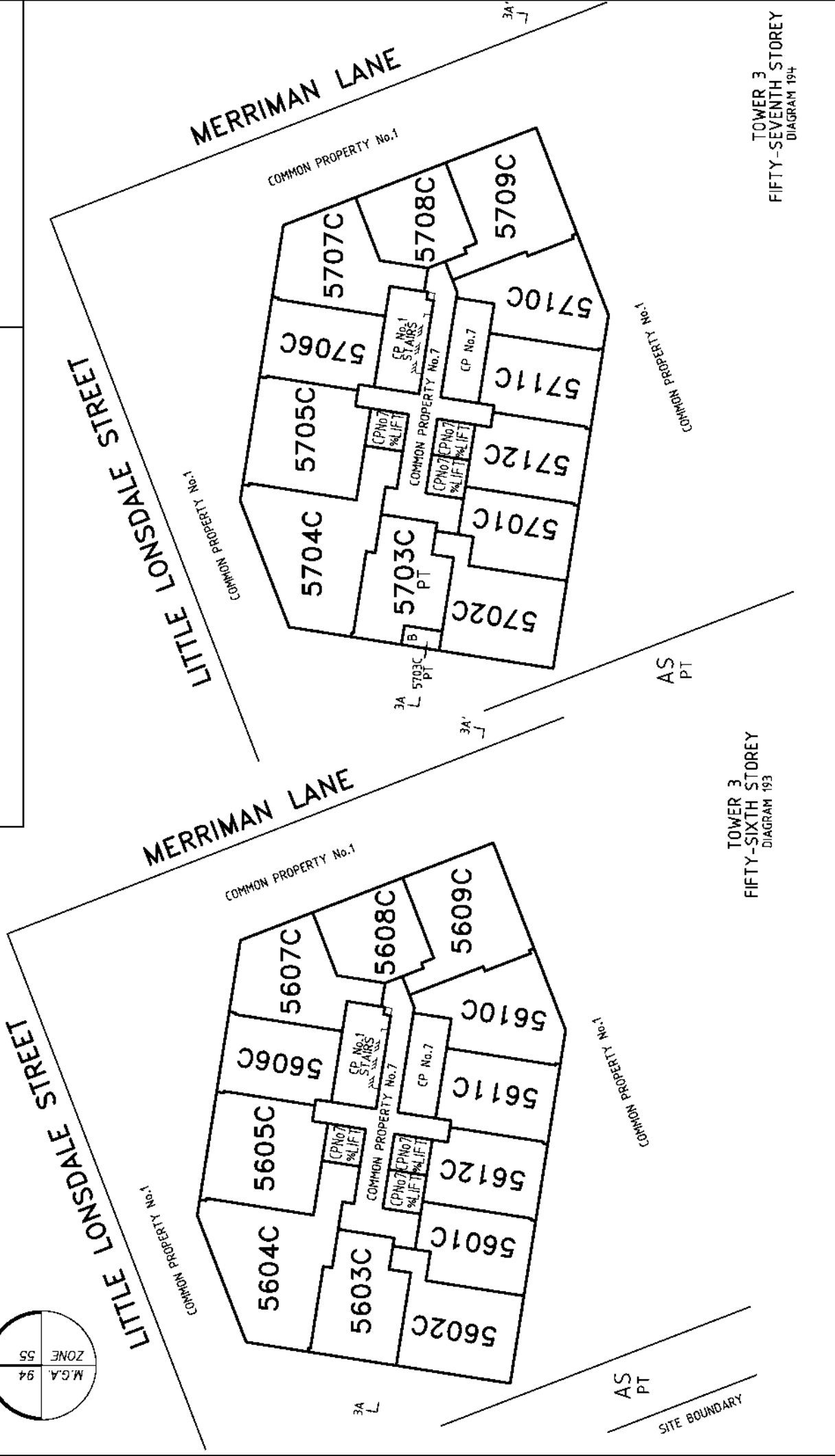
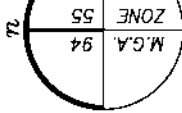
TOWER 3
FIFTY-FOURTH STOREY
DIAGRAM 191

VERIS AUSTRALIA PTY LTD A CVR 3, 1 Southpark Blvd Southbank VIC 3006 T +61 3 7019 6400 E Melbourne@veris.com.au W www.veris.com.au	LICENSED SURVEYOR LACHLAN JAMES McCLEARY	SCALE 1:300	ORIGINAL SHEET SIZE A3 SHEET 165
	DATE 15/06/23 VERSION C	REFERENCE 302547 DRAWING 30254711-AC	



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PLAN OF SUBDIVISION



TOWER 3
FIFTY-SIXTH STOREY
DIAGRAM 193

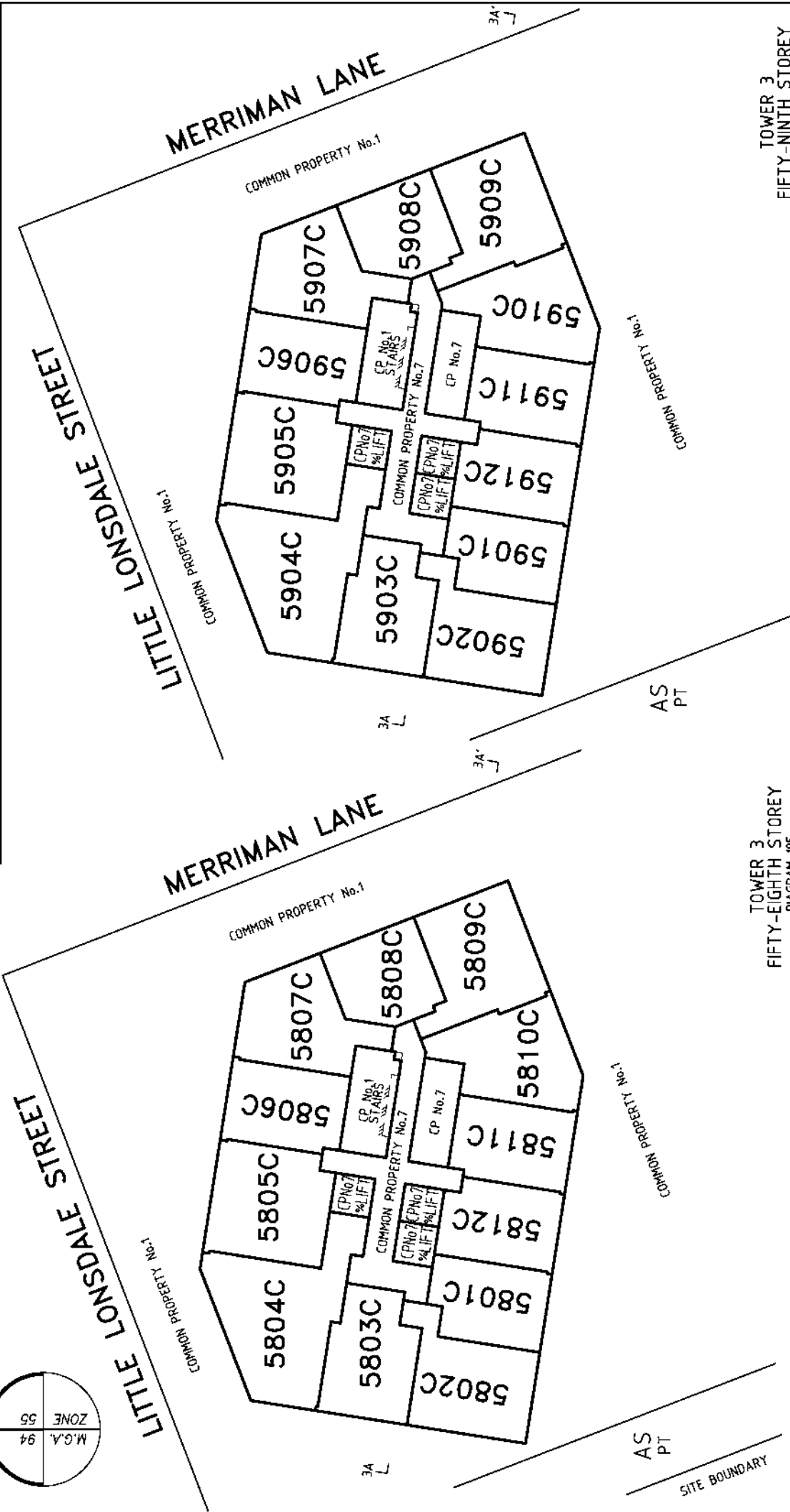
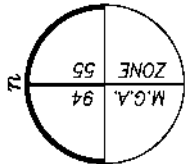
TOWER 3
FIFTY-SEVENTH STOREY
DIAGRAM 194

VERIS AUSTRALIA PTY LTD A CVR 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 0400 E Melbourne@veris.com.au W www.veris.com.au		LICENSED SURVEYOR LACHLAN JAMES McCLEARY	SCALE 1:300	ORIGINAL SHEET SIZE A3
DATE 15/06/23	REFERENCE 302547	LENGTHS ARE IN METRES 3 0 6 12	SHEET 106	
VERSION C	DRAWING 30254711-AC			

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PLAN OF SUBDIVISION



TOWER 3
FIFTY-NINTH STOREY
DIAGRAM 196

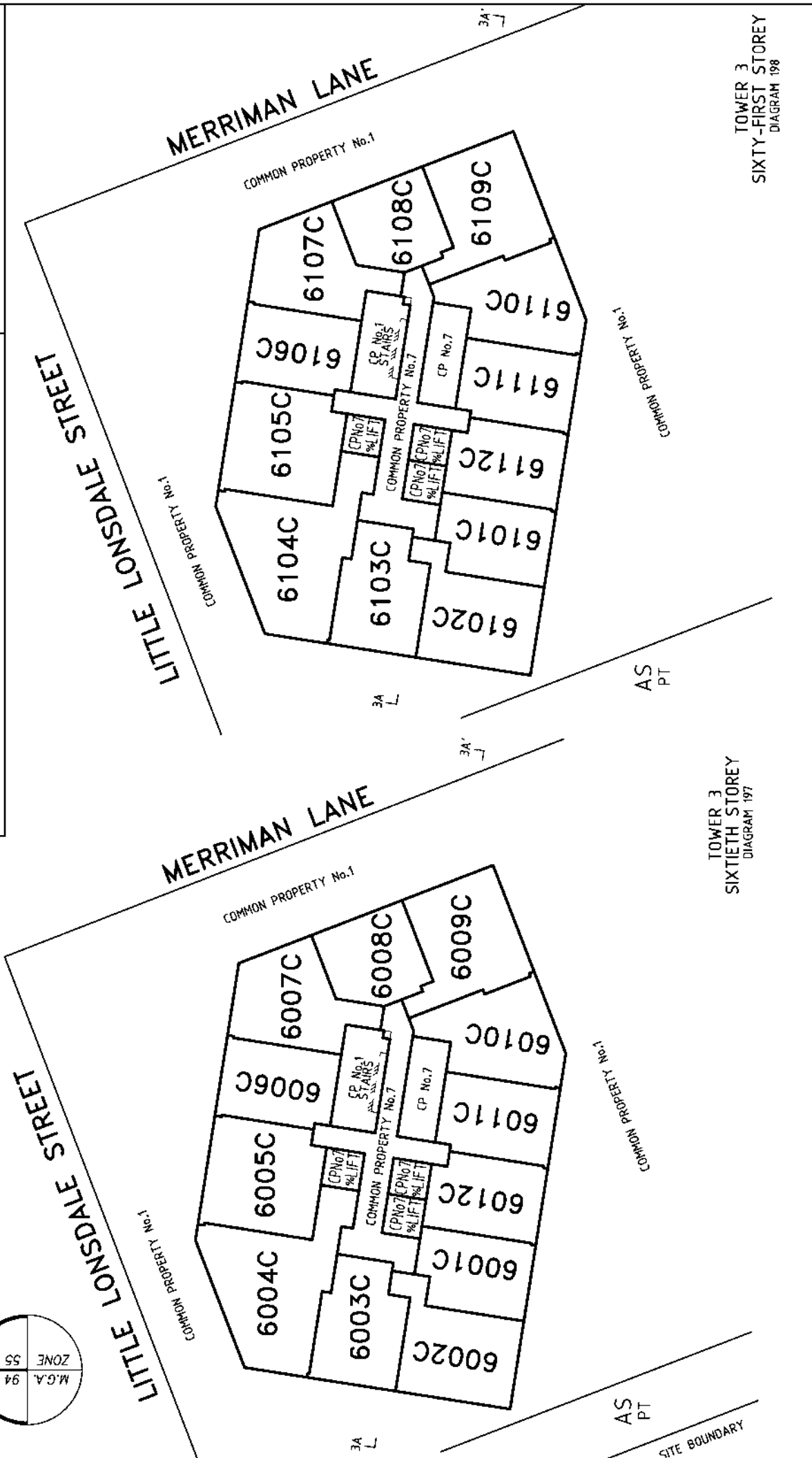
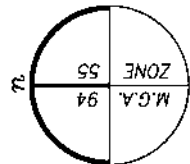
TOWER 3
FIFTY-EIGHTH STOREY
DIAGRAM 195

<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>		<p>SCALE 1:300</p>	<p>ORIGINAL SHEET SIZE A3</p>
<p>DATE 15/06/23</p>	<p>REFERENCE 302547</p>	<p>SHEET 167</p>	
<p>VERSION C</p>	<p>DRAWING 30254711-AC</p>	<p>LENGTHS ARE IN METRES</p> <p>3 0 6 12</p>	
<p>VERIS AUSTRALIA PTY LTD A -CIVIL 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 0400 E melbourne@veris.com.au W www.veris.com.au</p>			



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PLAN OF SUBDIVISION



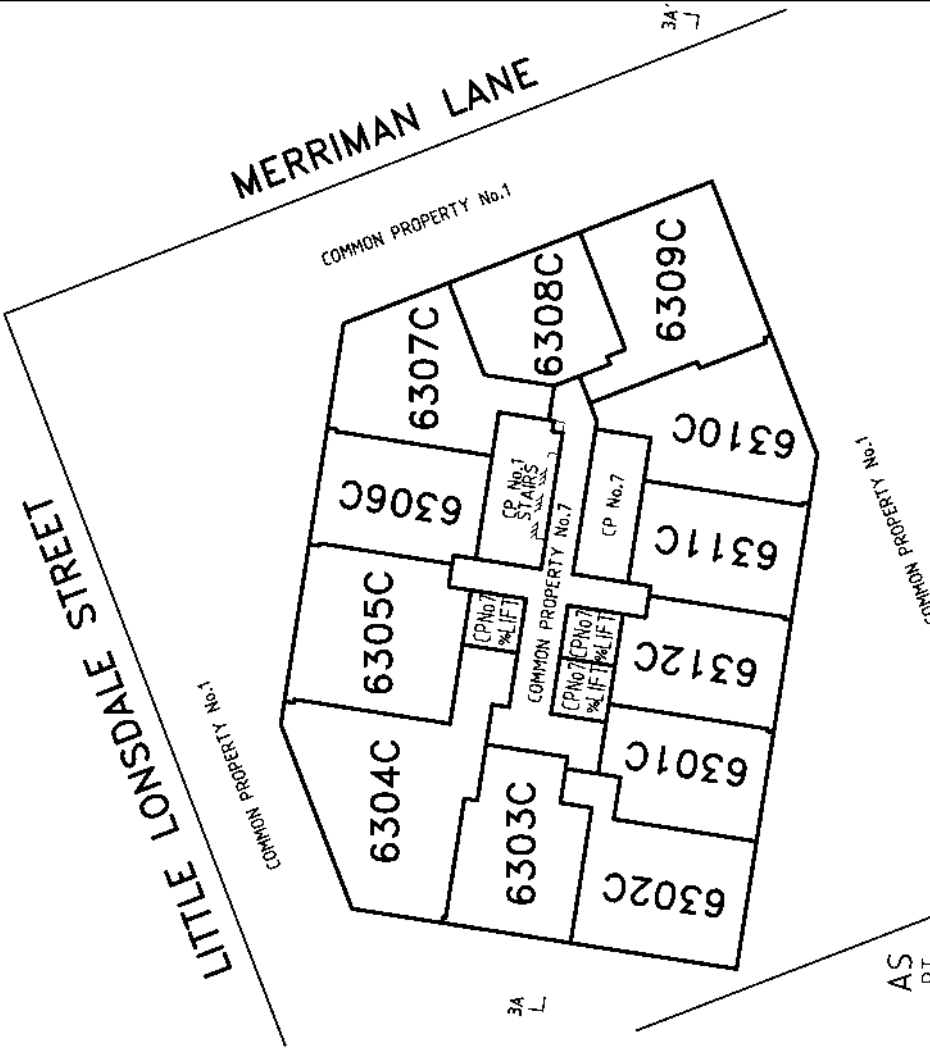
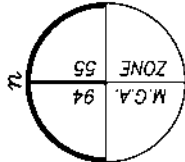
TOWER 3
SIXTY-FIRST STOREY
DIAGRAM 198

TOWER 3
SIXTIETH STOREY
DIAGRAM 197

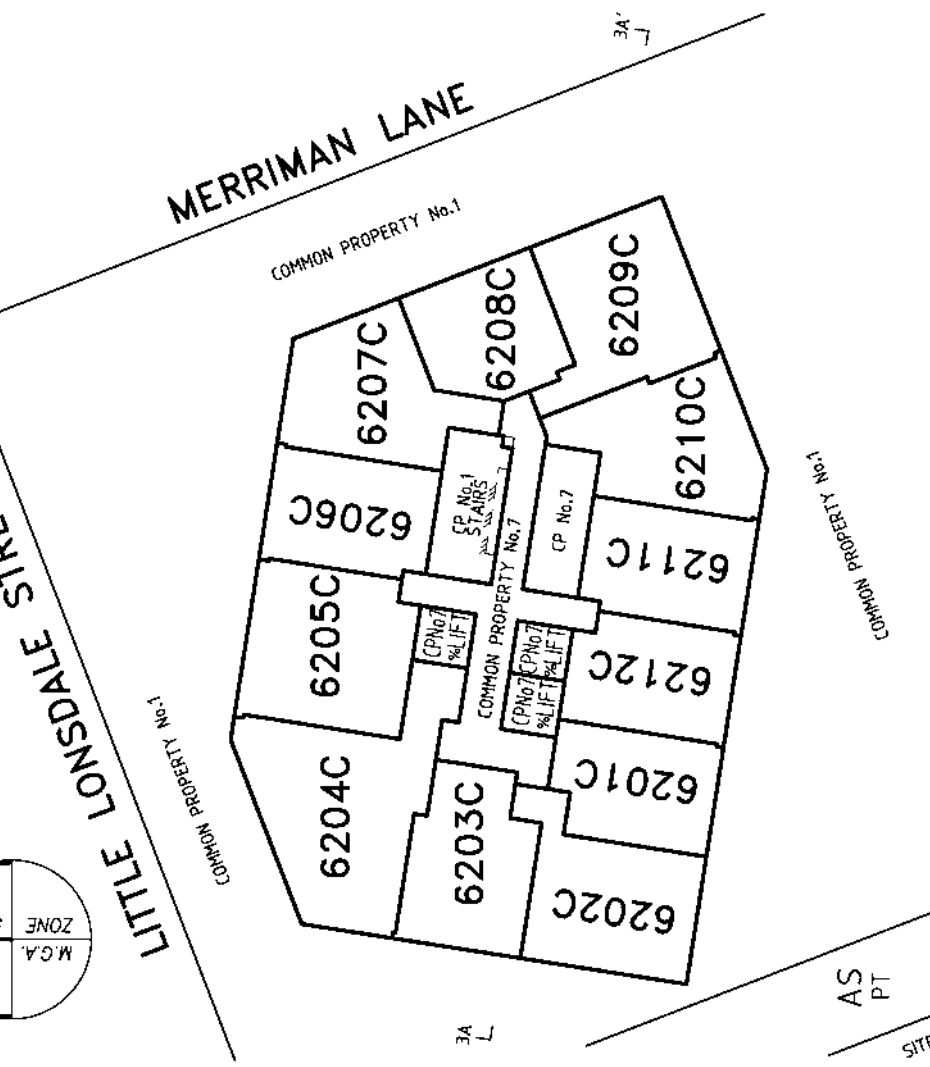
<p>VERIS AUSTRALIA PTY LTD A -CV 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 0400 E melbourne@veris.com.au W www.veris.com.au</p>	LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:300	ORIGINAL SHEET SIZE A3
	DATE	15/06/23	REFERENCE	302547	SHEET
	VERSION	C	DRAWING	30254711-AC	
			<p>LENGTHS ARE IN METRES</p>		

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PLAN OF SUBDIVISION



TOWER 3
SIXTY-THIRD STOREY
DIAGRAM 200

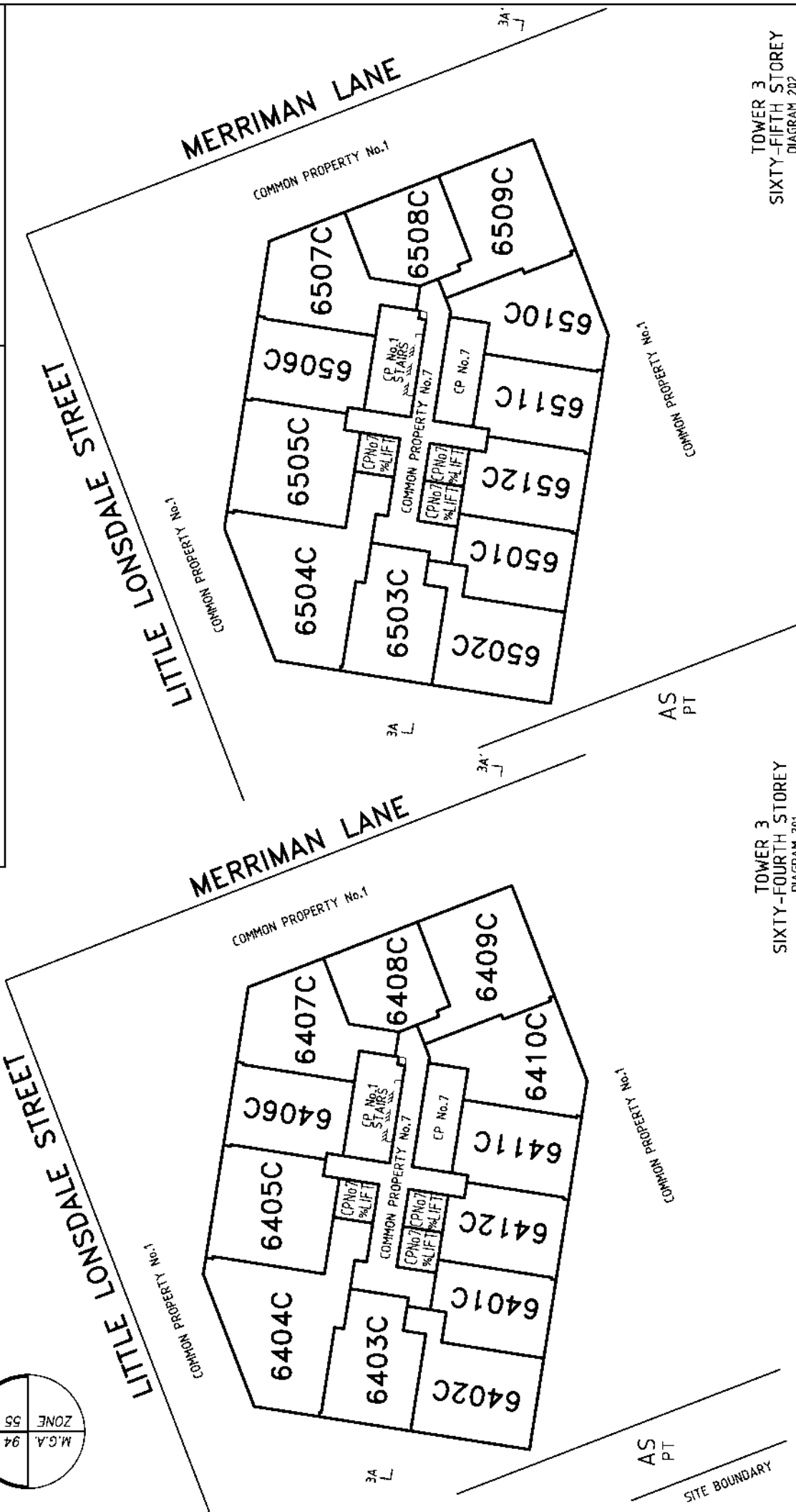
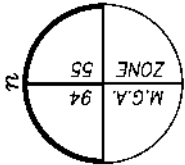


TOWER 3
SIXTY-SECOND STOREY
DIAGRAM 199

ORIGINAL SHEET SIZE A3	
SCALE	1:300
SHEET 169	
LENGTHS ARE IN METRES	
3	0 6 12
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY
DATE	15/06/23
REFERENCE	302547
VERSION	C
DRAWING	30254711-AC
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TOWER 3
SIXTY-FIFTH STOREY
DIAGRAM 202

TOWER 3
SIXTY-FOURTH STOREY
DIAGRAM 201

SCALE	1:300
ORIGINAL SHEET SIZE A3	SHEET 170

LENGTHS ARE IN METRES	3 0 6 12
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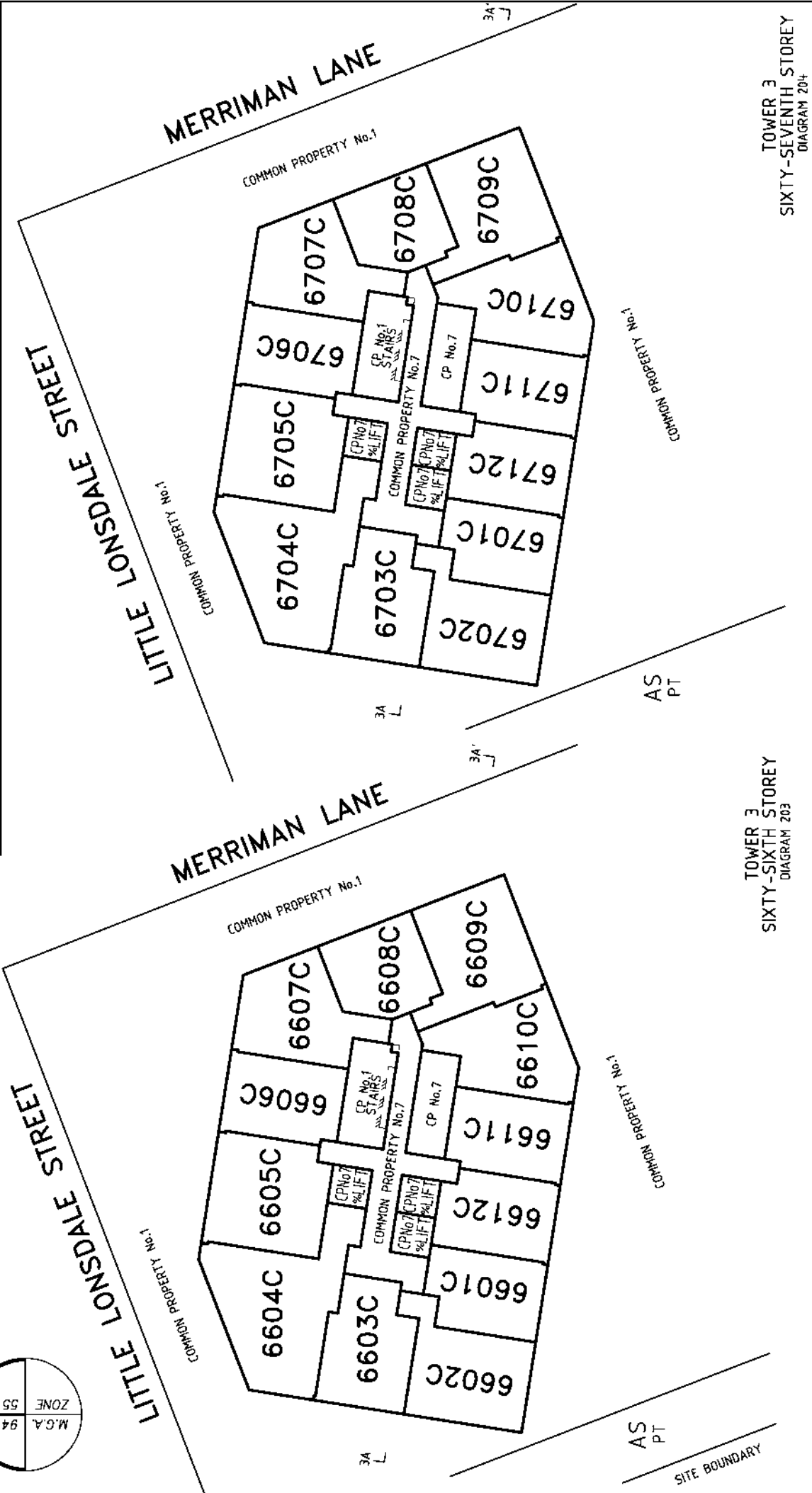
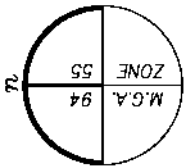
LICENSED SURVEYOR	LACHLAN JAMES McCLEARY
DATE	15/06/23
REFERENCE	302547
VERSION	C
DRAWING	30254711-AC

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PLAN OF SUBDIVISION



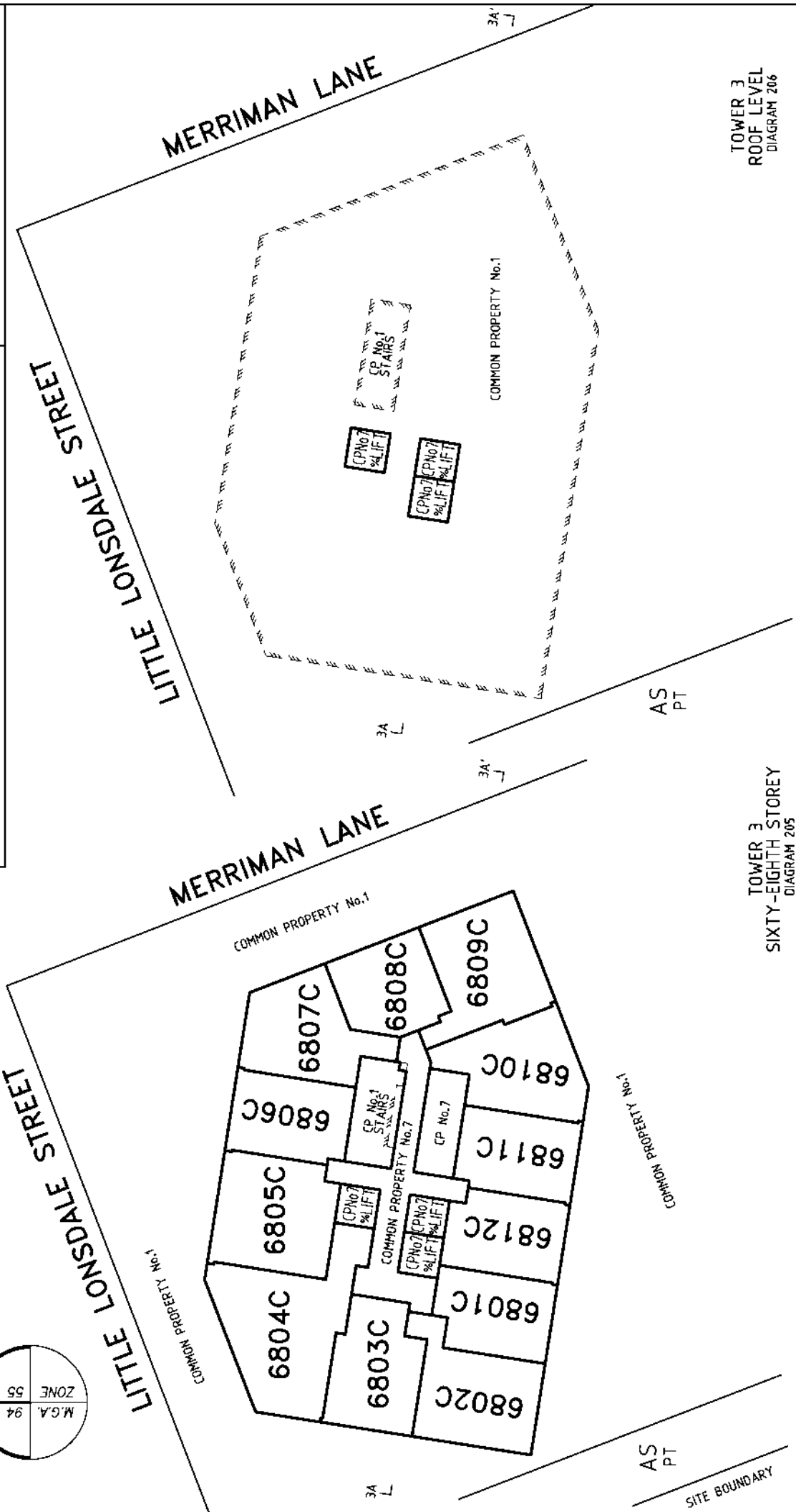
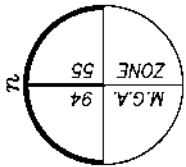
TOWER 3
SIXTY-SIXTH STOREY
DIAGRAM 203

TOWER 3
SIXTY-SEVENTH STOREY
DIAGRAM 204

<p>VERIS AUSTRALIA PTY LTD A -CIV- 3-1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 0400 E melbourne@veris.com.au W www.veris.com.au</p>	LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	1:300	ORIGINAL SHEET SIZE A3	
	DATE	15/06/23	REFERENCE	302547	SHEET	171
	VERSION	C	DRAWING	30254711-AC		

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PLAN OF SUBDIVISION



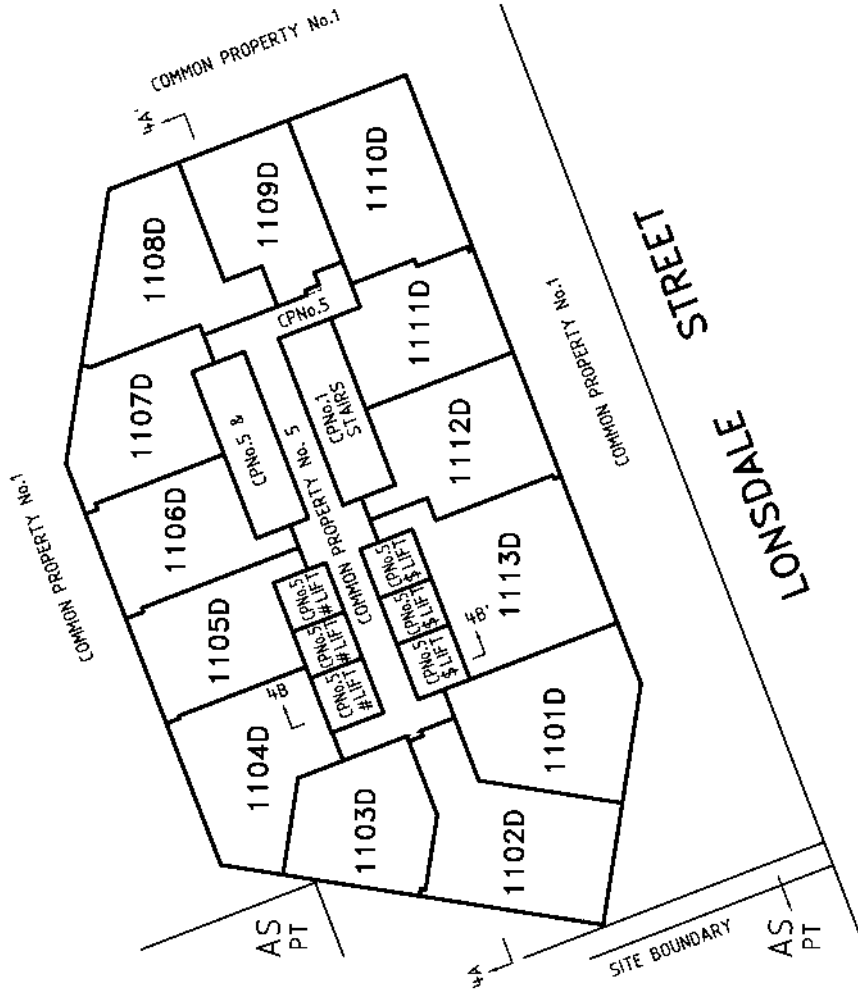
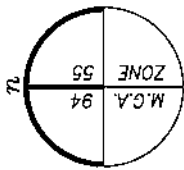
TOWER 3
ROOF LEVEL
DIAGRAM 206

TOWER 3
SIXTY-EIGHTH STOREY
DIAGRAM 205

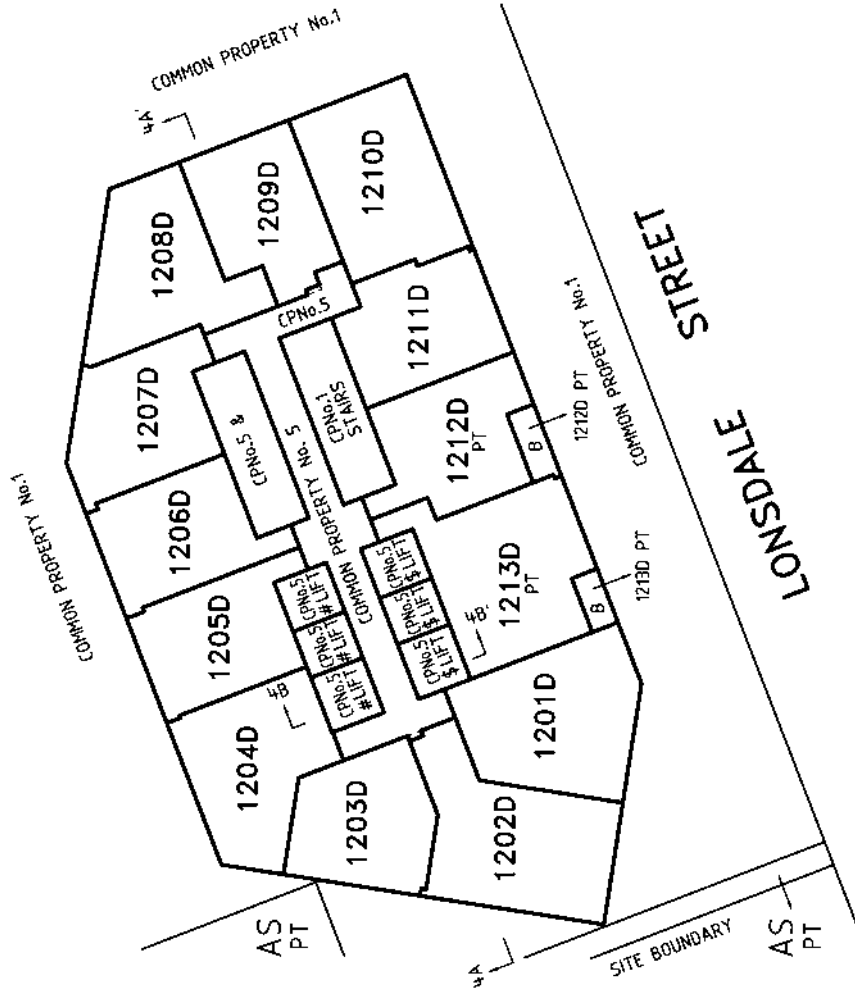
VERIS AUSTRALIA PTY LTD A -CIV 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 0400 E melbourne@veris.com.au W www.veris.com.au	LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	ORIGINAL SHEET SIZE A3
	DATE	15/06/23	SCALE
REFERENCE	302547	LENGTHS ARE IN METRES	3 0 6 12
DRAWING	30254711-AC	VERSION	C
		SHEET 172	

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PLAN OF SUBDIVISION



TOWER 4
ELEVENTH STOREY
DIAGRAM 207



TOWER 4
TWELFTH STOREY
DIAGRAM 208

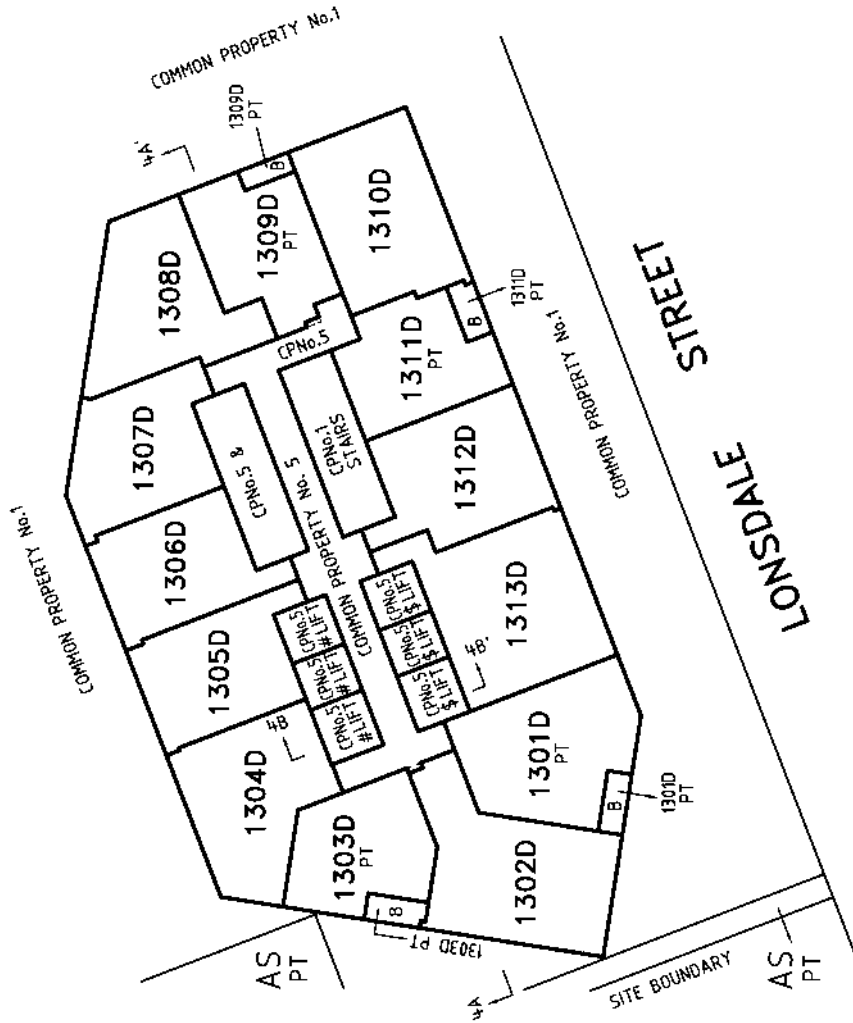
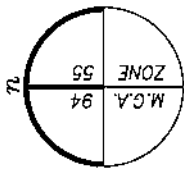
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LICENSED SURVEYOR	LACHLAN JAMES McCLEARY
DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 173

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PLAN OF SUBDIVISION



**TOWER 4
THIRTEENTH STOREY
DIAGRAM 209**



**TOWER 4
FOURTEENTH STOREY
DIAGRAM 210**

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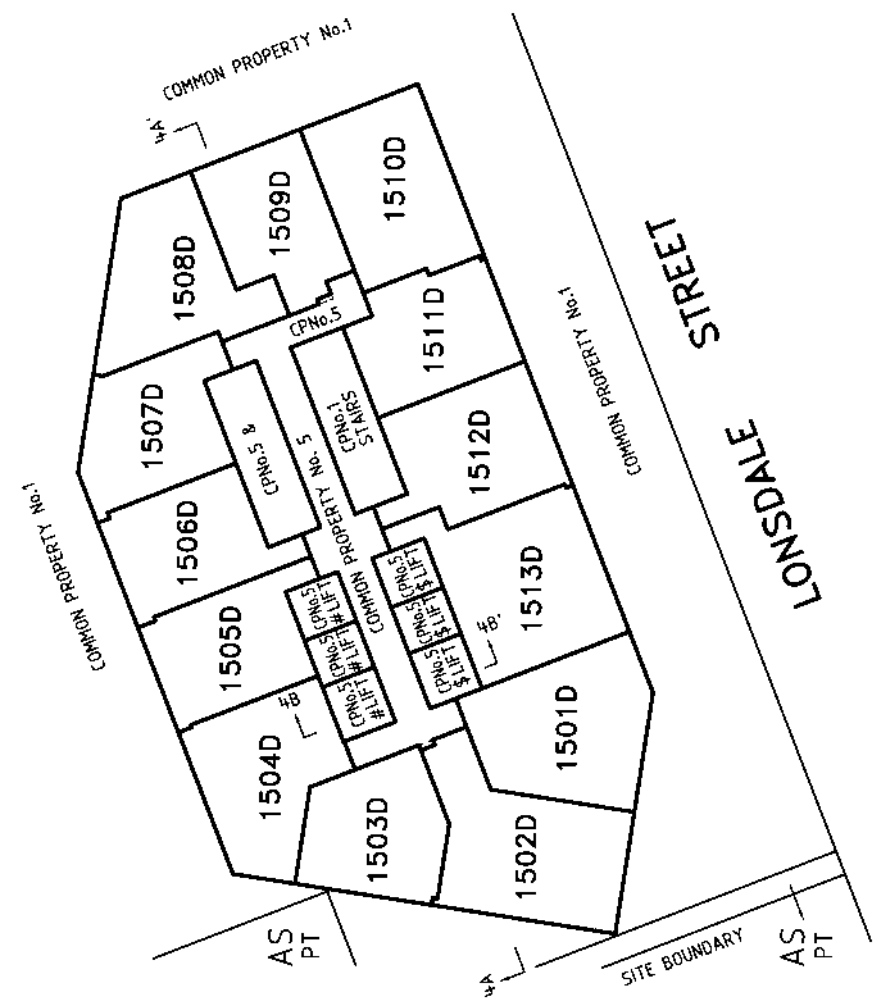
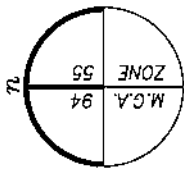
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LICENSED SURVEYOR	LACHLAN JAMES McCLEARY
DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

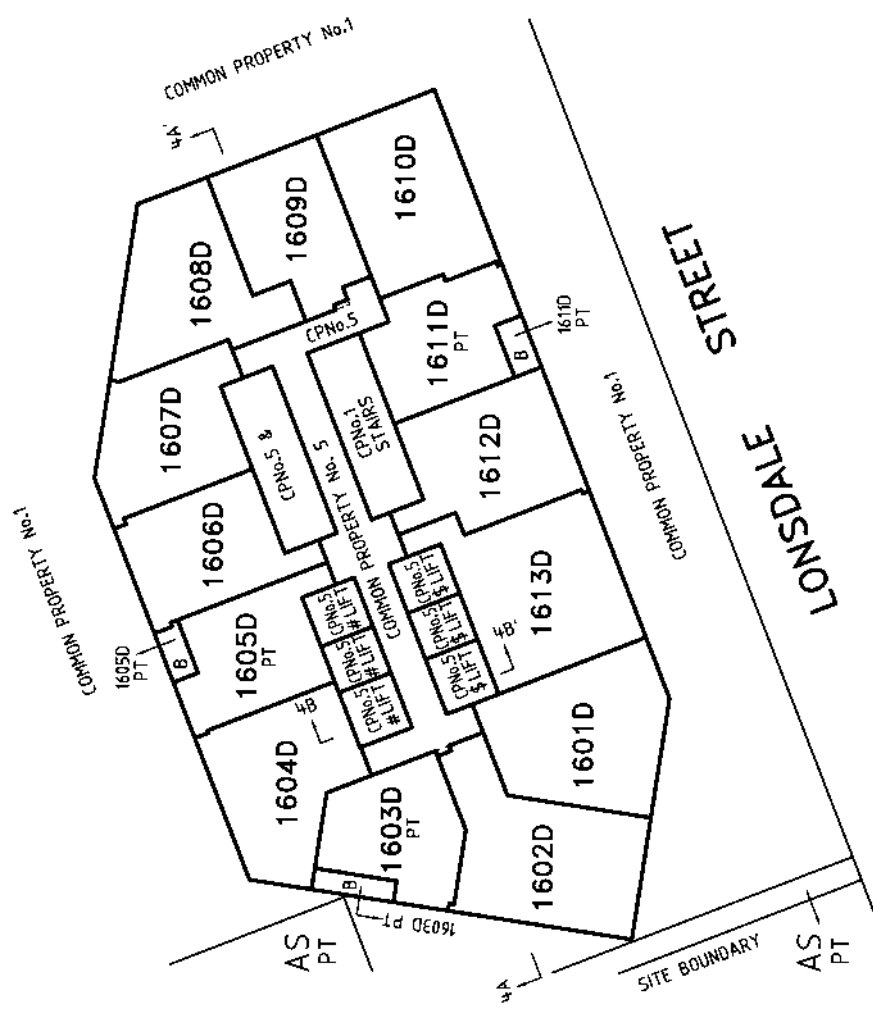
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 174

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PLAN OF SUBDIVISION



**TOWER 4
FIFTEENTH STOREY
DIAGRAM 211**



**TOWER 4
SIXTEENTH STOREY
DIAGRAM 212**

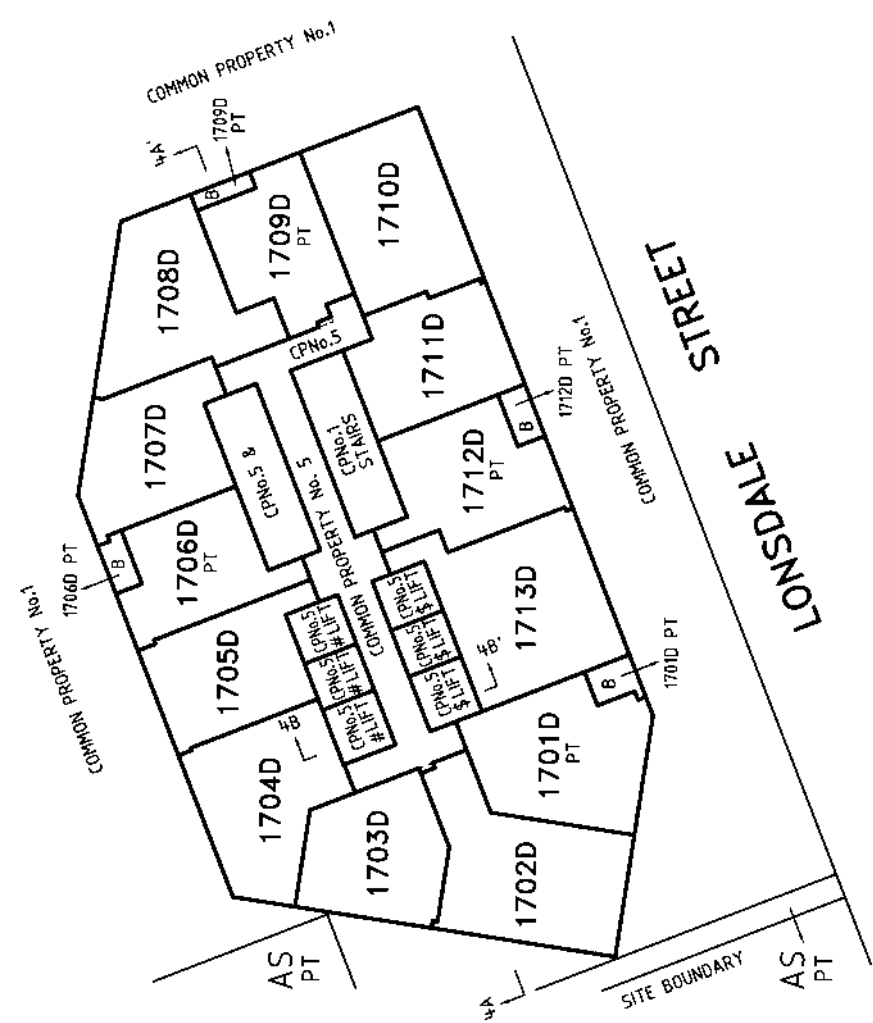
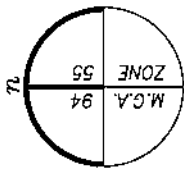
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LICENSED SURVEYOR	LACHLAN JAMES McCLEARY
DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

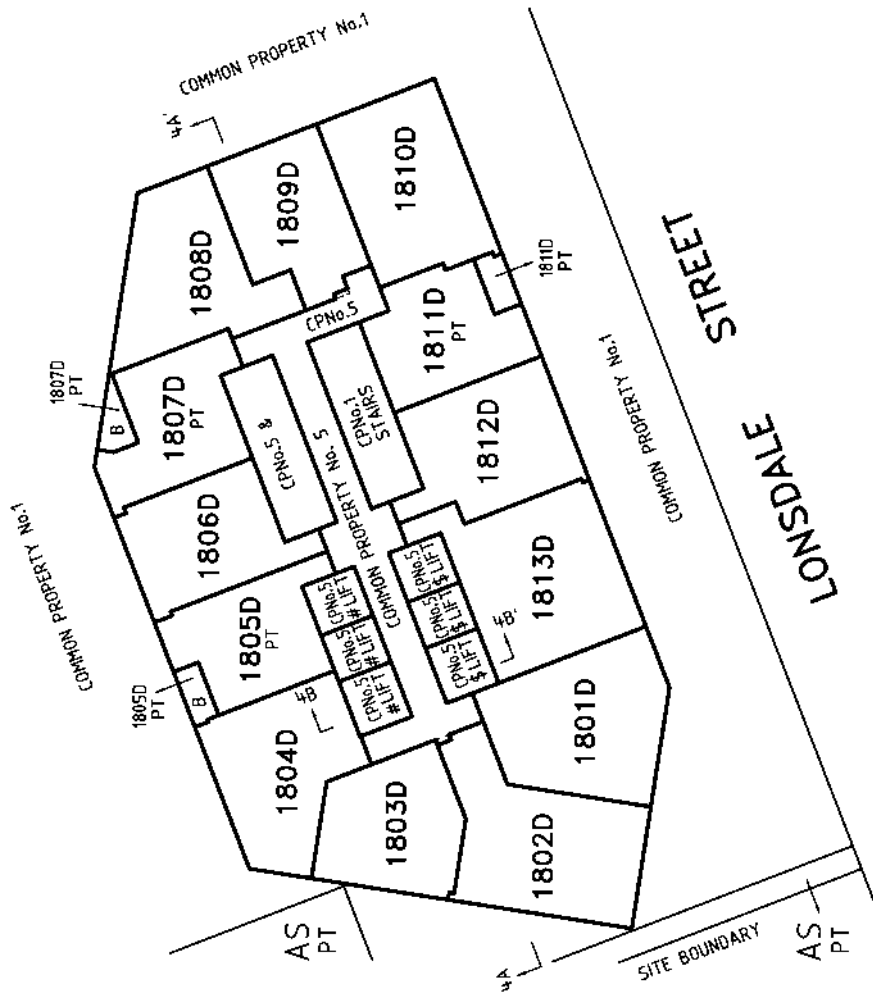
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 175

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PLAN OF SUBDIVISION



**TOWER 4
SEVENTEENTH STOREY
DIAGRAM 213**



**TOWER 4
EIGHTEENTH STOREY
DIAGRAM 214**

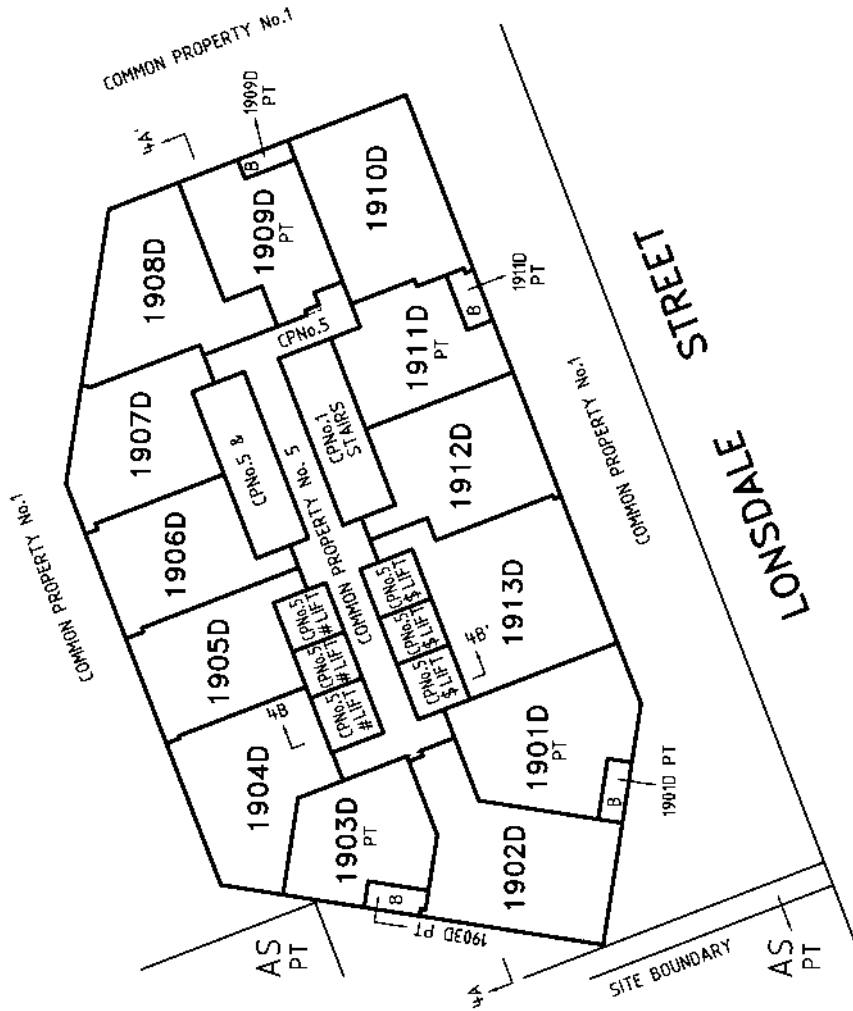
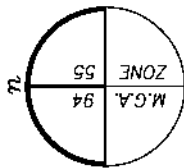
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DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

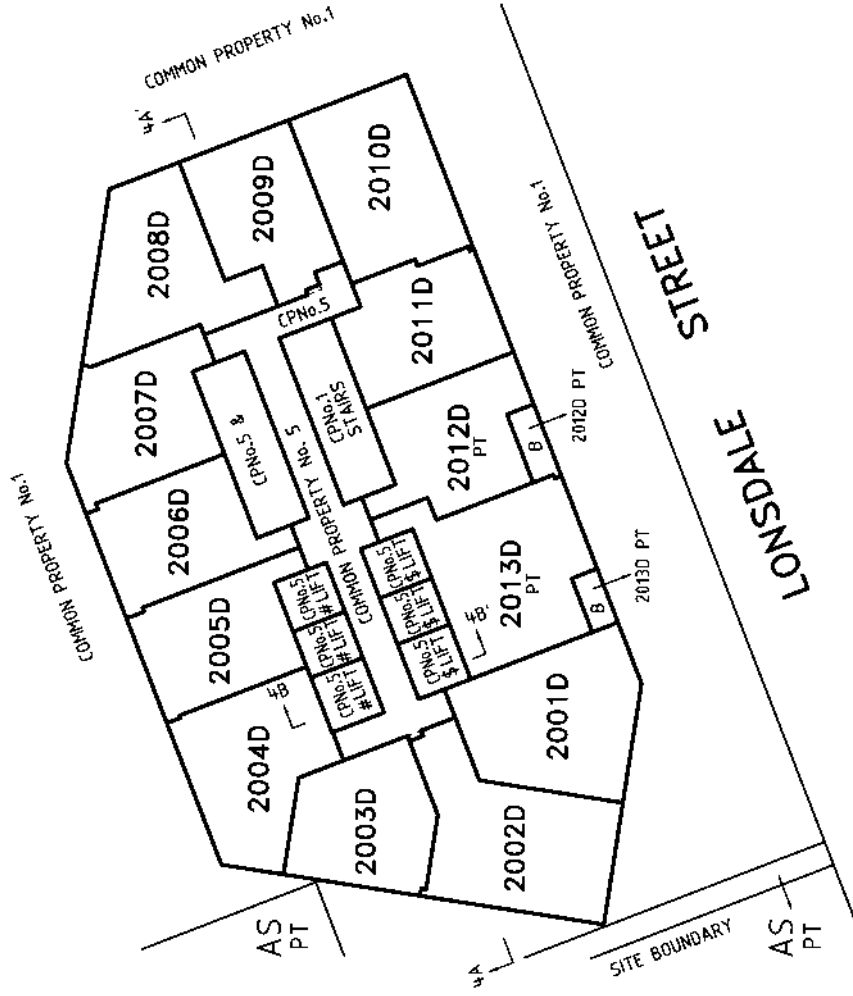
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 176

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PLAN OF SUBDIVISION



**TOWER 4
NINETEENTH STOREY
DIAGRAM 215**



**TOWER 4
TWENTIETH STOREY
DIAGRAM 216**

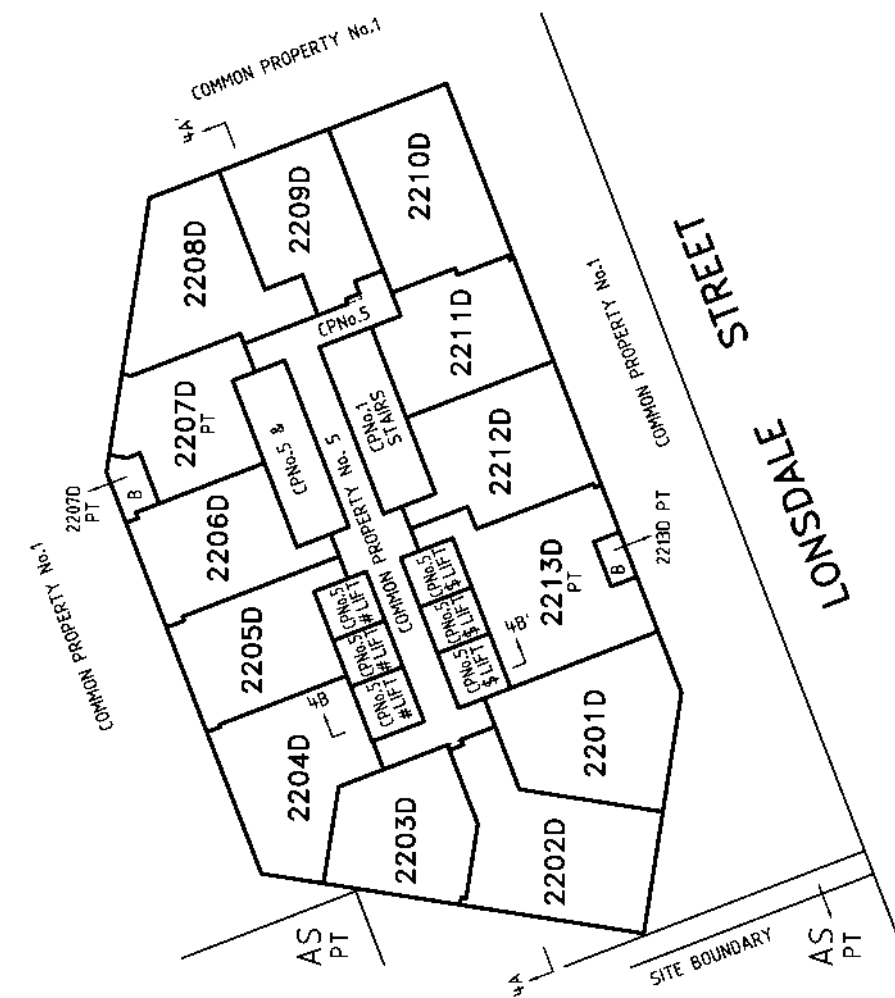
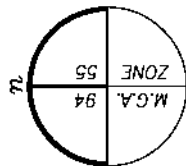
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LICENSED SURVEYOR	LACHLAN JAMES McCLEARY
DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

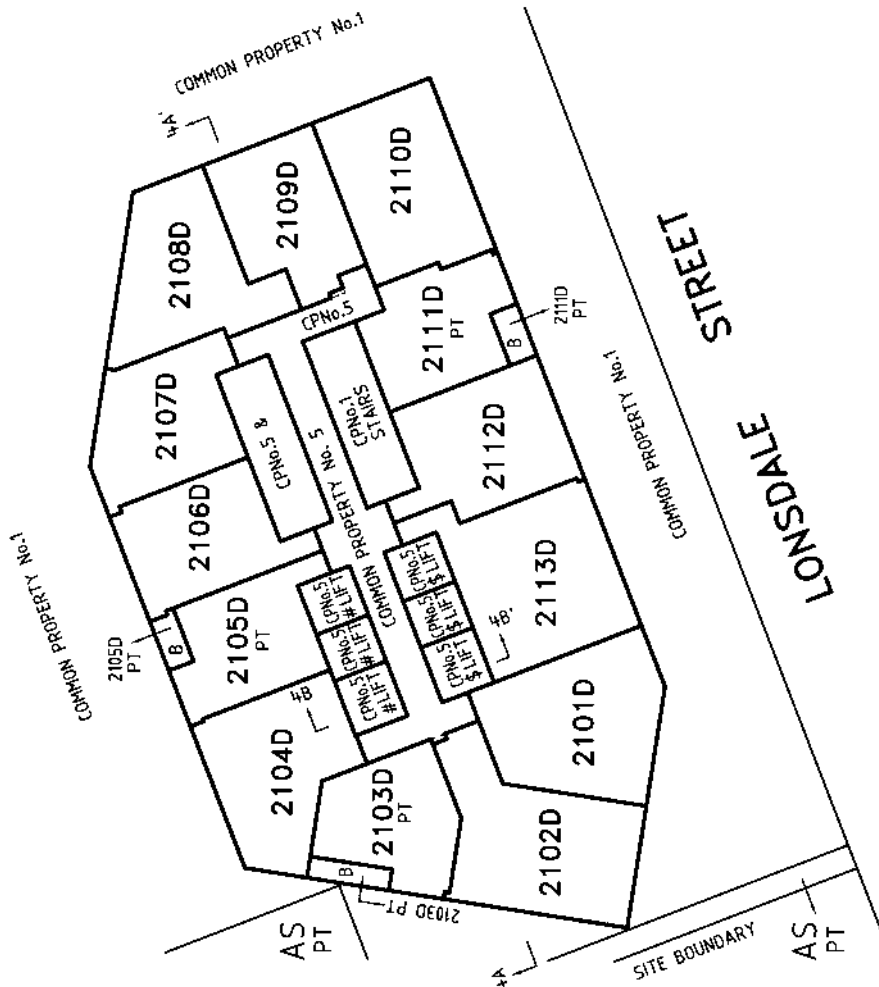
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 177

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PLAN OF SUBDIVISION



**TOWER 4
TWENTY-SECOND STOREY
DIAGRAM 218**



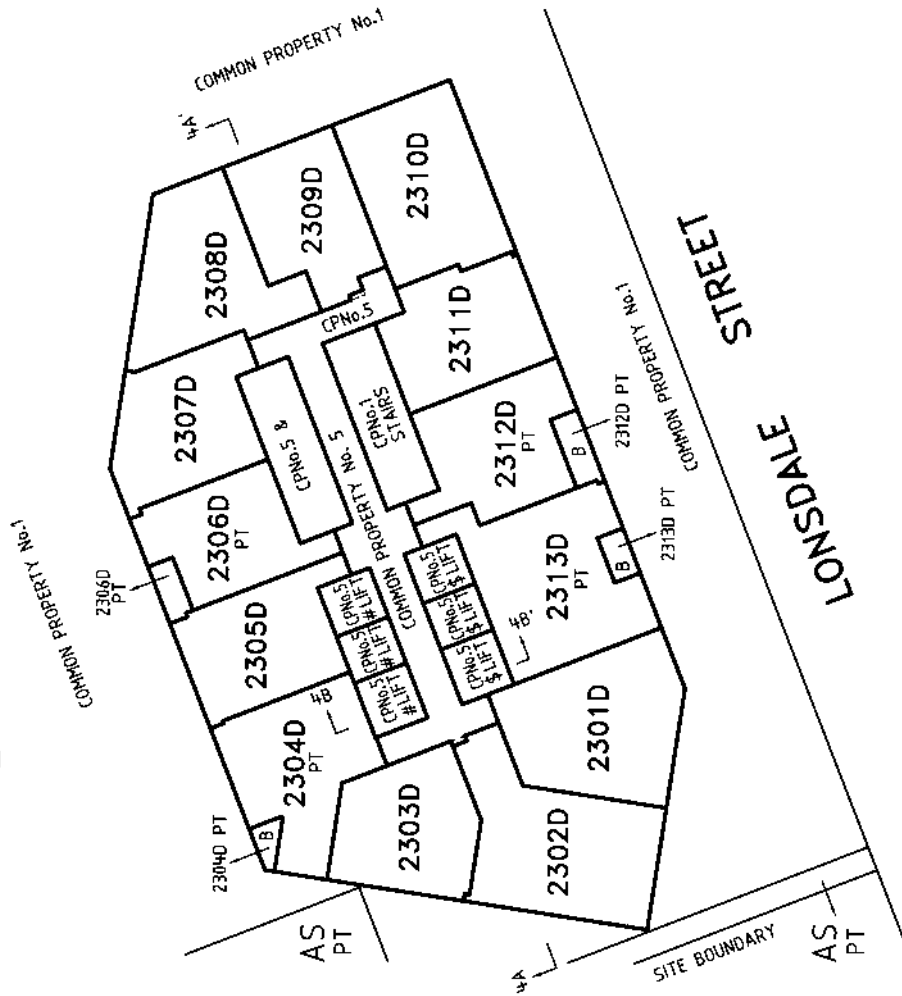
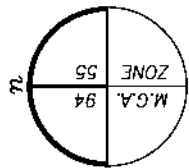
**TOWER 4
TWENTY-FIRST STOREY
DIAGRAM 217**

<p>VERIS AUSTRALIA PTY LTD A CVL 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 6600 E melbourne@veris.com.au W www.veris.com.au</p>	<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>	<p>SCALE 1:300</p>	<p>ORIGINAL SHEET SIZE A3</p>
	<p>DATE 15/06/23 VERSION C</p>	<p>REFERENCE 302547 DRAWING 30254711-AC</p>	<p>SHEET 178</p>

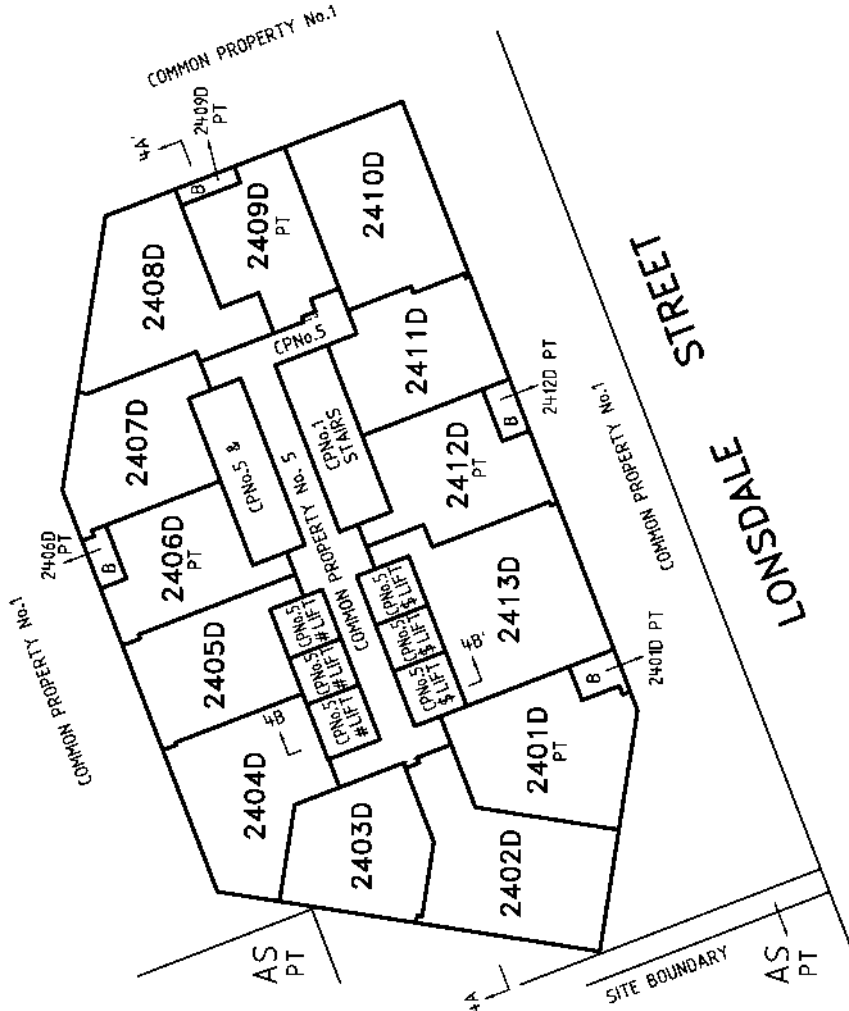


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PLAN OF SUBDIVISION



**TOWER 4
TWENTY-THIRD STOREY
DIAGRAM 219**



**TOWER 4
TWENTY-FOURTH STOREY
DIAGRAM 220**

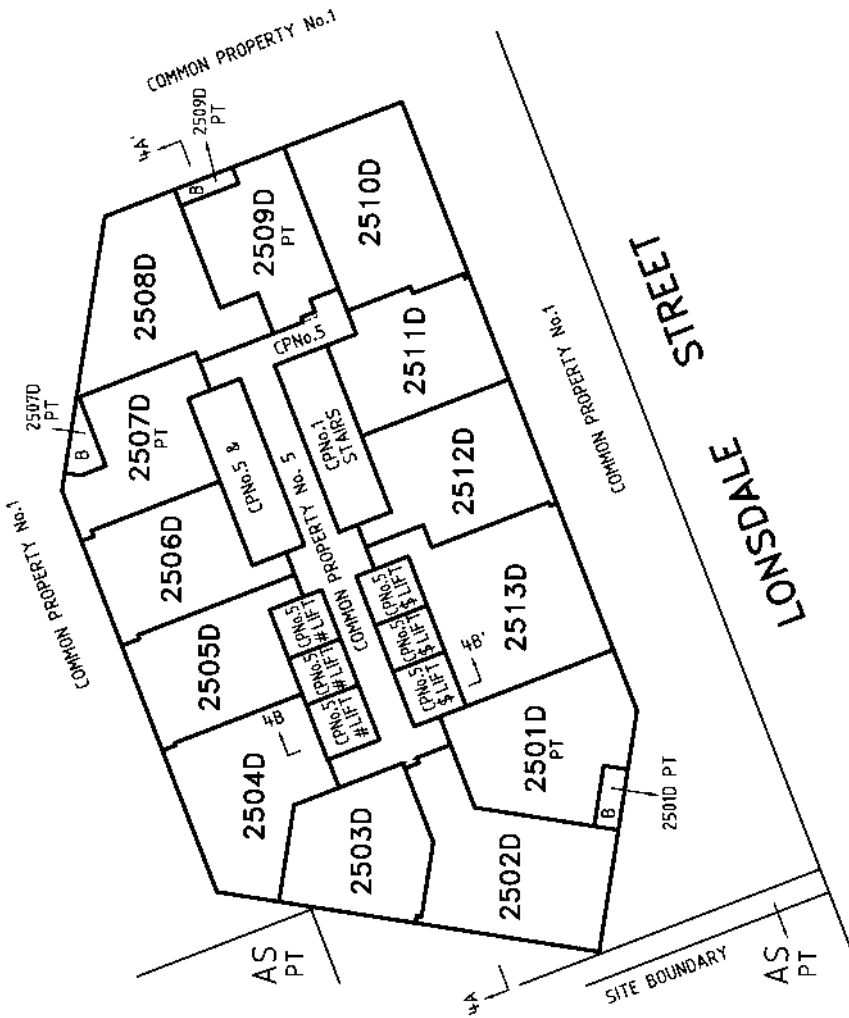
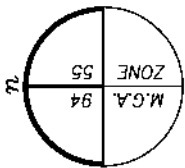
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DATE	15/06/23
REFERENCE	302547
VERSION	C
DRAWING	30254711-AC

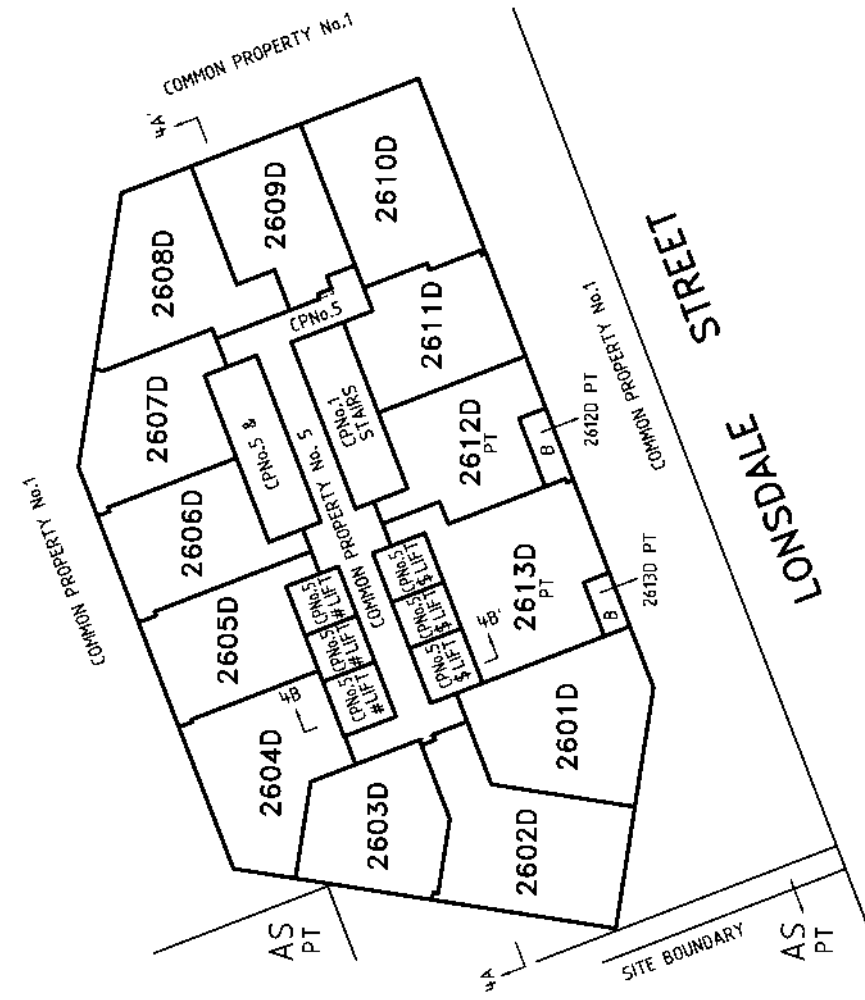
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 179

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PLAN OF SUBDIVISION



TOWER 4
TWENTY-FIFTH STOREY
DIAGRAM 221



TOWER 4
TWENTY-SIXTH STOREY
DIAGRAM 222

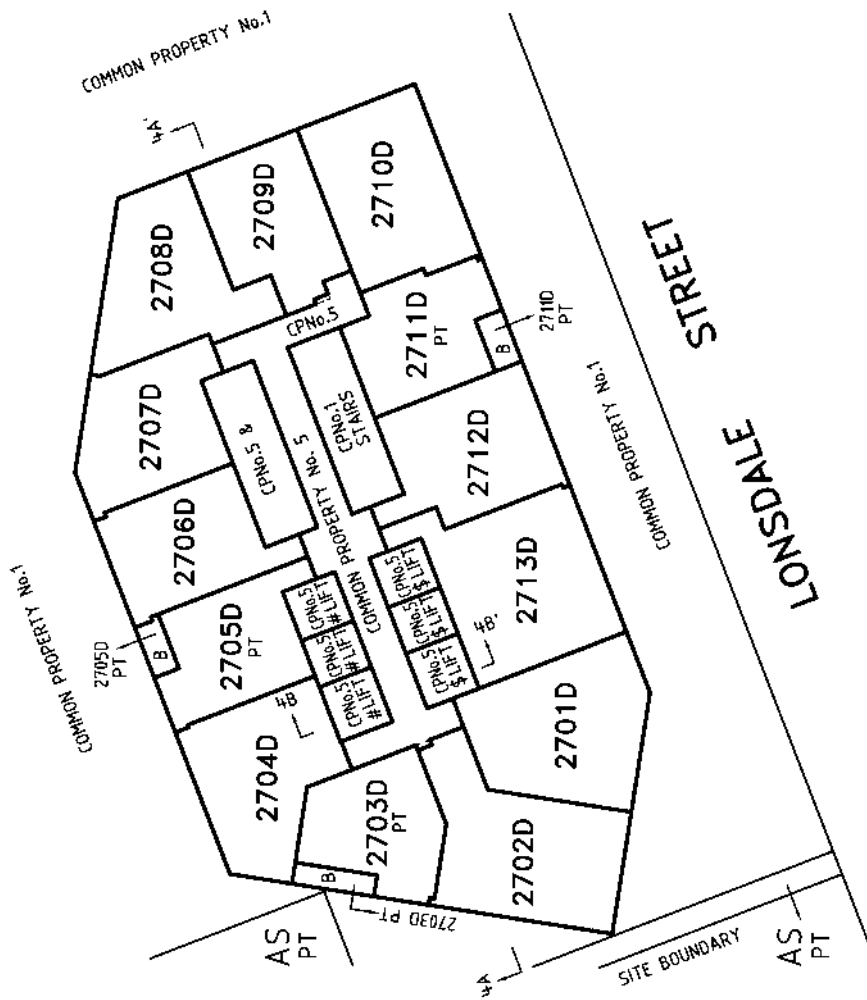
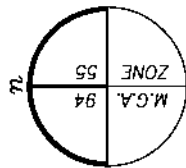
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LICENSED SURVEYOR	LACHLAN JAMES McCLEARY
DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

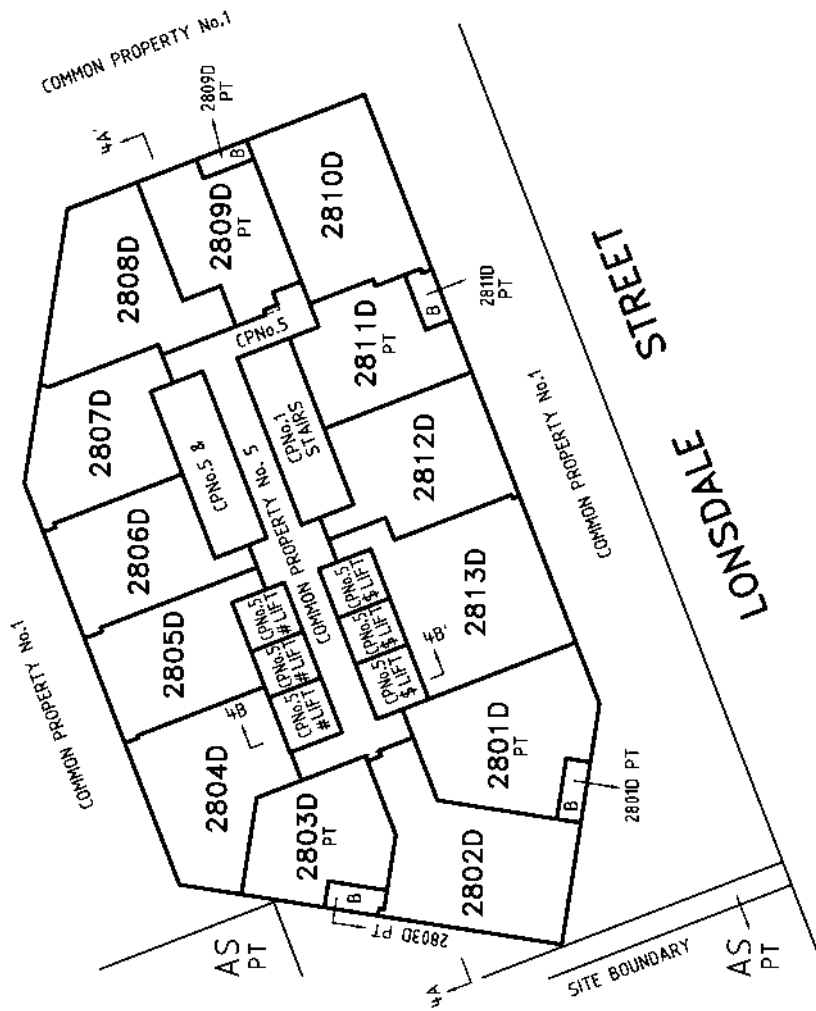
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 180

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PLAN OF SUBDIVISION



**TOWER 4
TWENTY-SEVENTH STOREY
DIAGRAM 223**



**TOWER 4
TWENTY-EIGHTH STOREY
DIAGRAM 224**

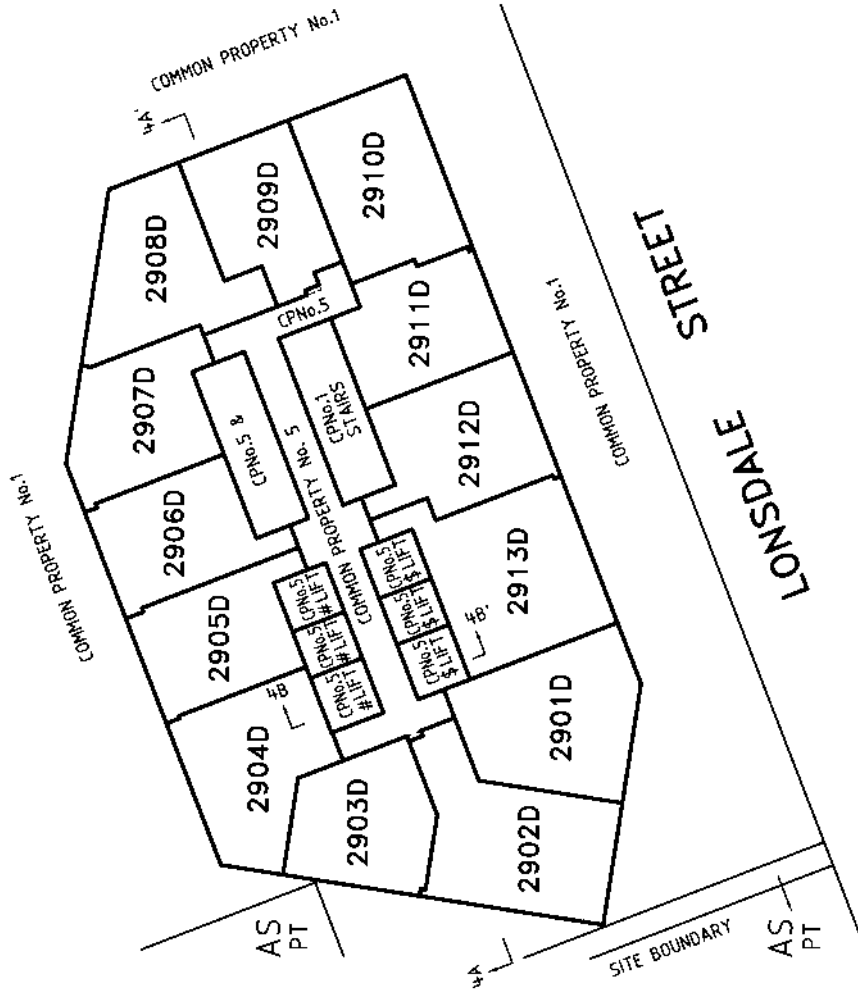
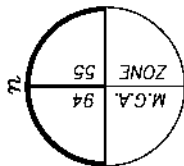
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DATE	15/06/23
REFERENCE	302547
VERSION	C
DRAWING	30254711-AC

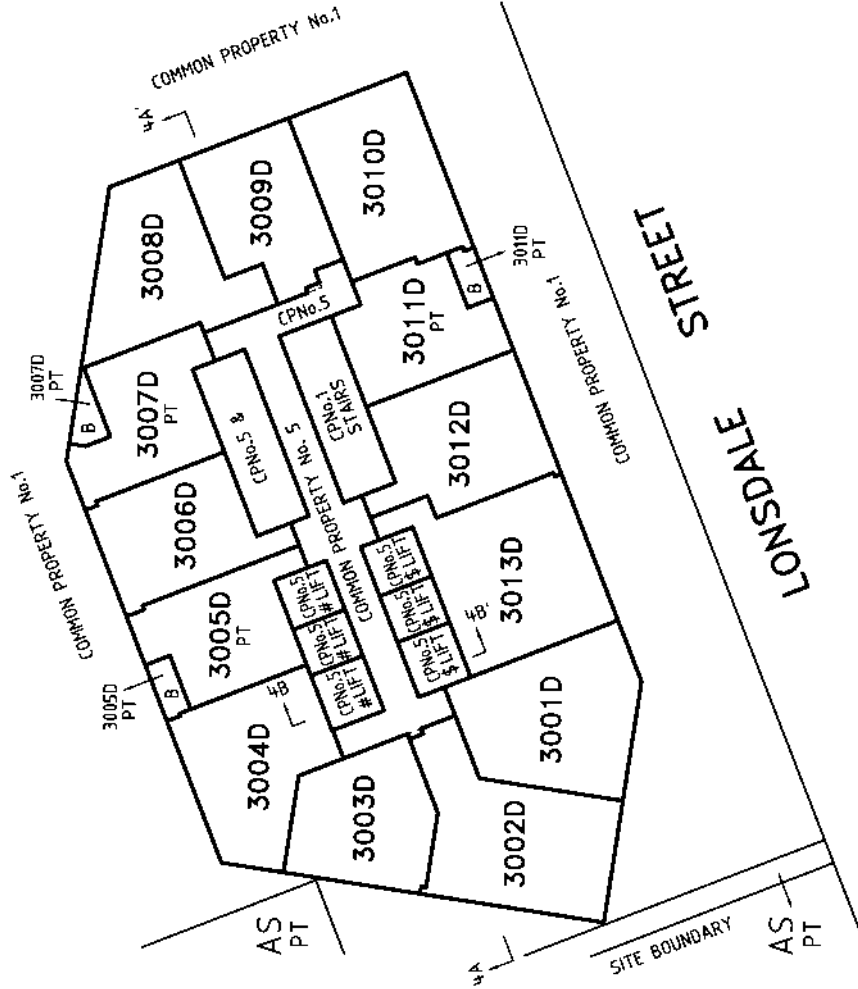
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 181

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PLAN OF SUBDIVISION



**TOWER 4
TWENTY-NINTH STOREY
DIAGRAM 225**



**TOWER 4
THIRTIETH STOREY
DIAGRAM 226**

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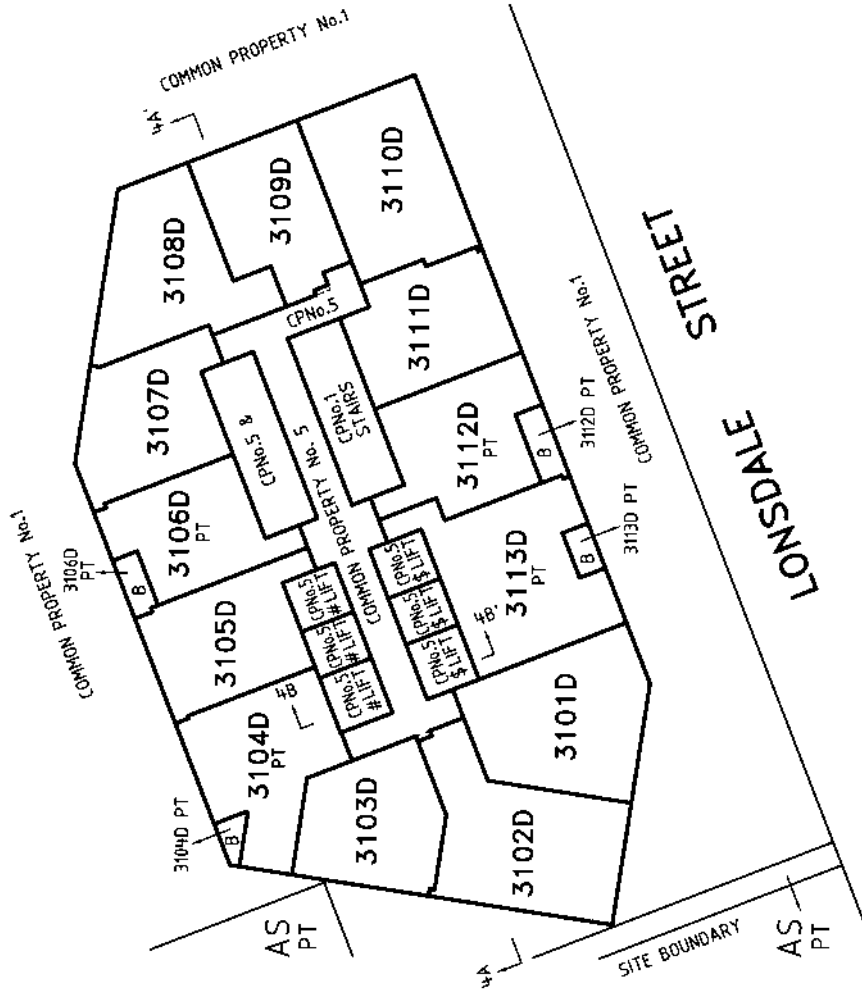
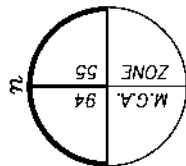
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DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

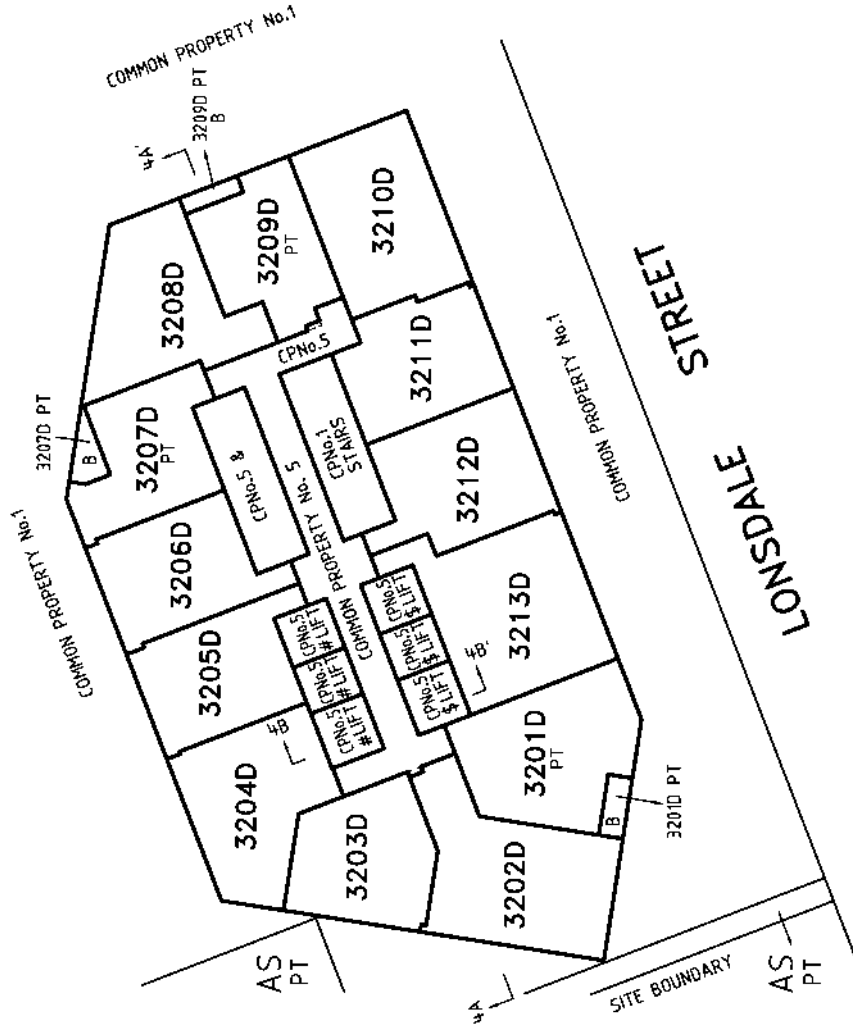
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 182

PS 746092G

PLAN OF SUBDIVISION



**TOWER 4
THIRTY-FIRST STOREY
DIAGRAM 227**



**TOWER 4
THIRTY-SECOND STOREY
DIAGRAM 228**

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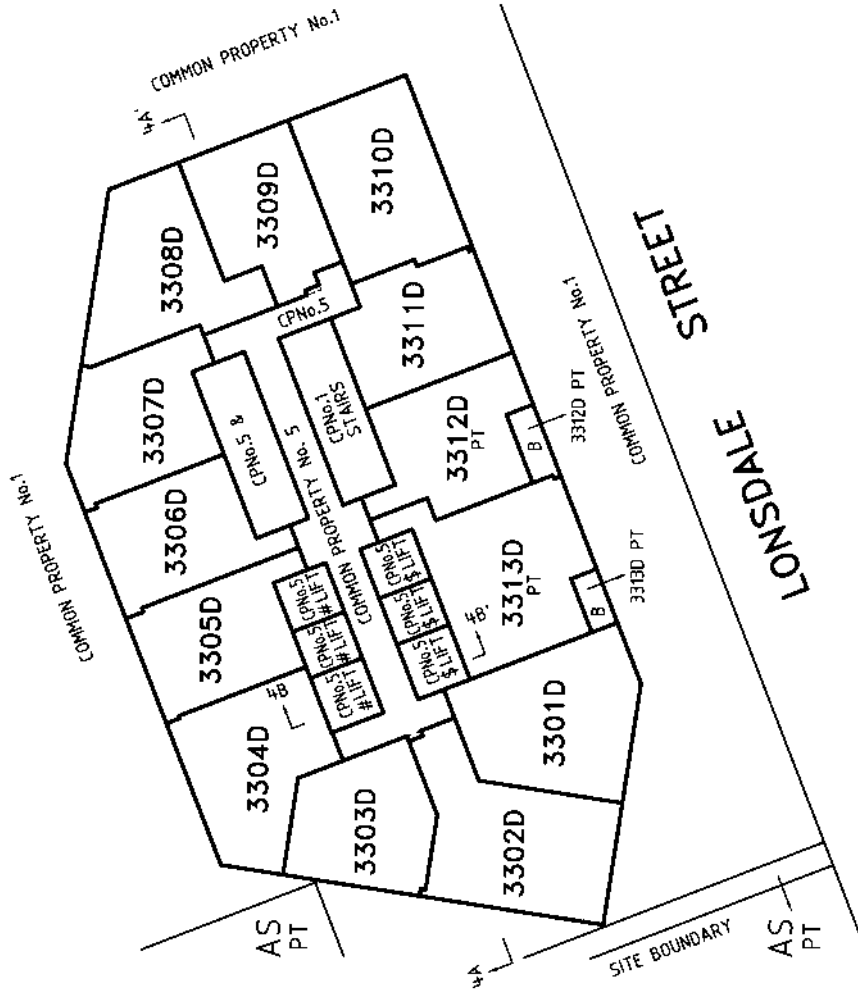
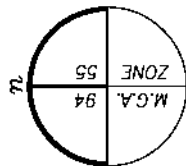
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REFERENCE	302547
DRAWING	30254711-AC

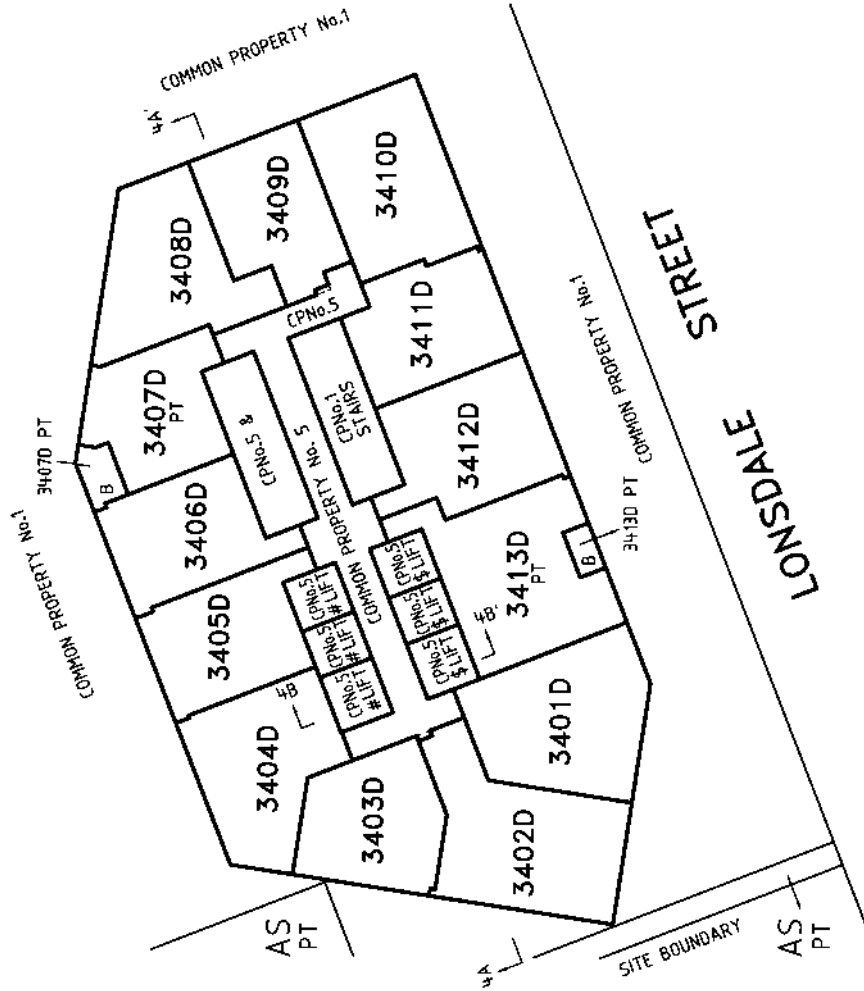
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 183

PS 746092G

PLAN OF SUBDIVISION



**TOWER 4
THIRTY-THIRD STOREY
DIAGRAM 229**

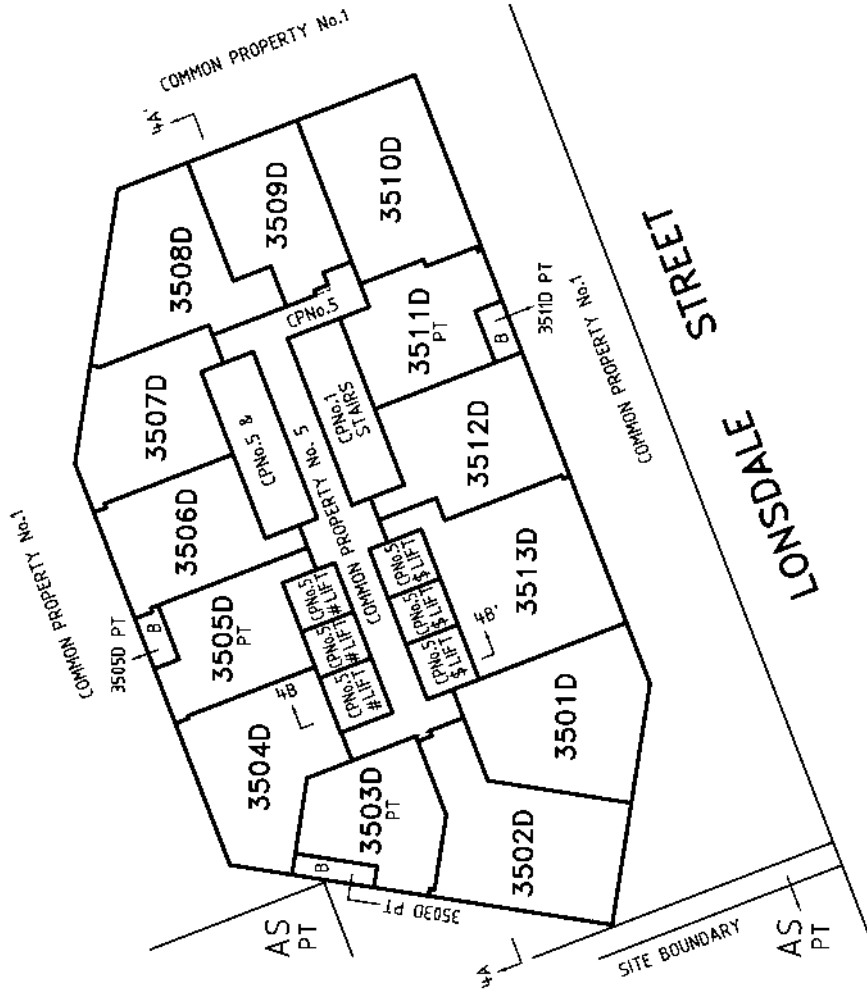
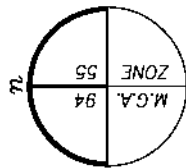


**TOWER 4
THIRTY-FOURTH STOREY
DIAGRAM 230**

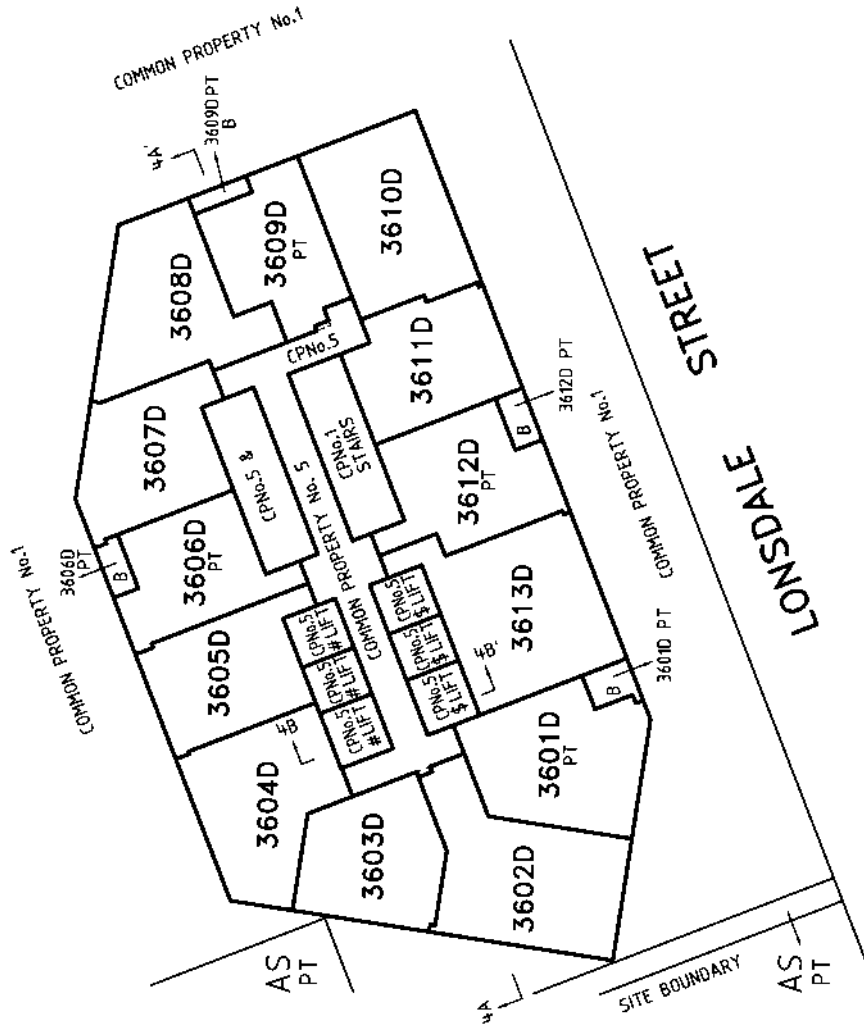
<p>VERIS AUSTRALIA PTY LTD A CVC 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 6600 E melbourne@veris.com.au W www.veris.com.au</p>	<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>	<p>SCALE 1:300</p>	<p>ORIGINAL SHEET SIZE A3</p>
	<p>DATE 15/06/23 VERSION C</p>	<p>REFERENCE 302547 DRAWING 30254711-AC</p>	<p>LENGTHS ARE IN METRES 3 0 6 12</p>

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PLAN OF SUBDIVISION



**TOWER 4
THIRTY-FIFTH STOREY
DIAGRAM 231**



**TOWER 4
THIRTY-SIXTH STOREY
DIAGRAM 232**

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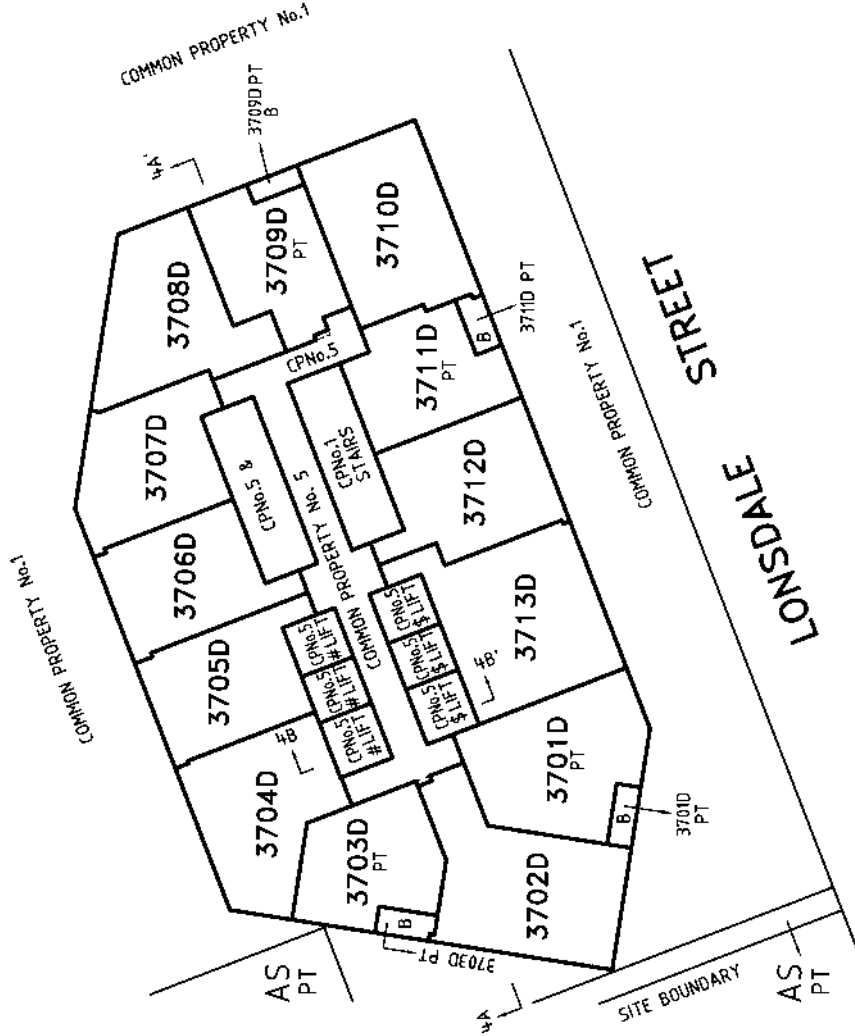
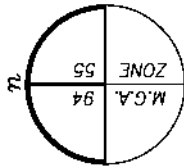
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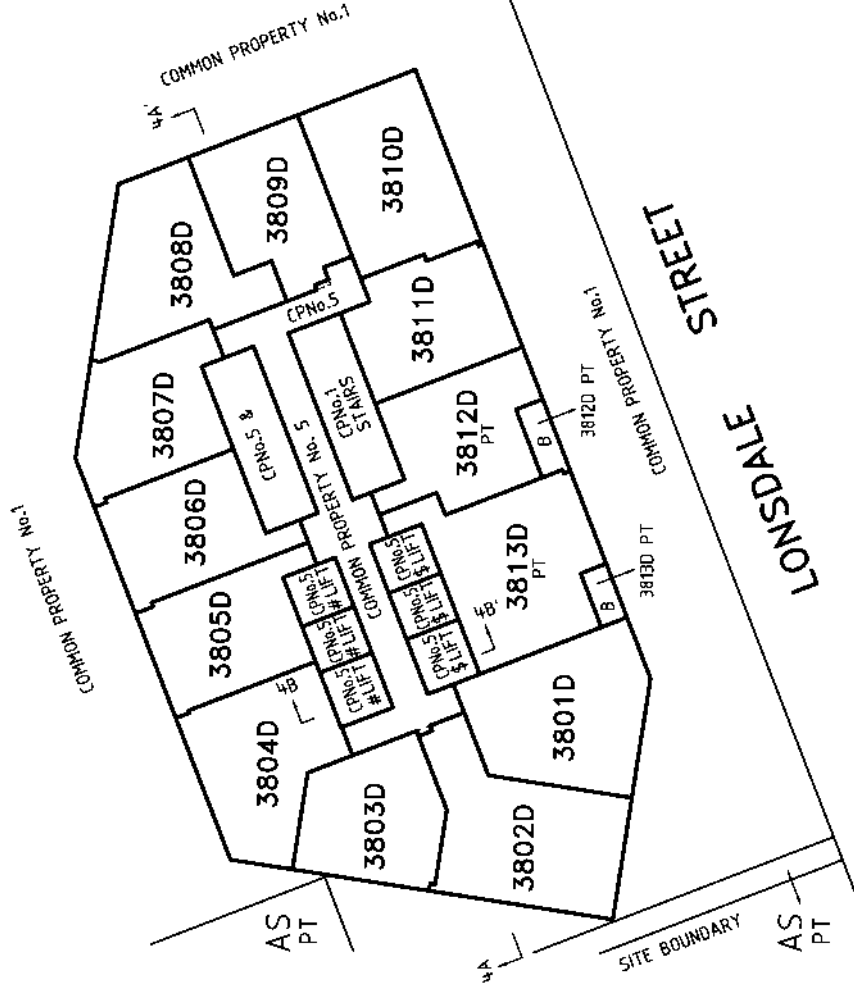
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES		SHEET 185
3	0	6
12		

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PLAN OF SUBDIVISION



**TOWER 4
THIRTY-SEVENTH STOREY
DIAGRAM 233**



**TOWER 4
THIRTY-EIGHTH STOREY
DIAGRAM 234**

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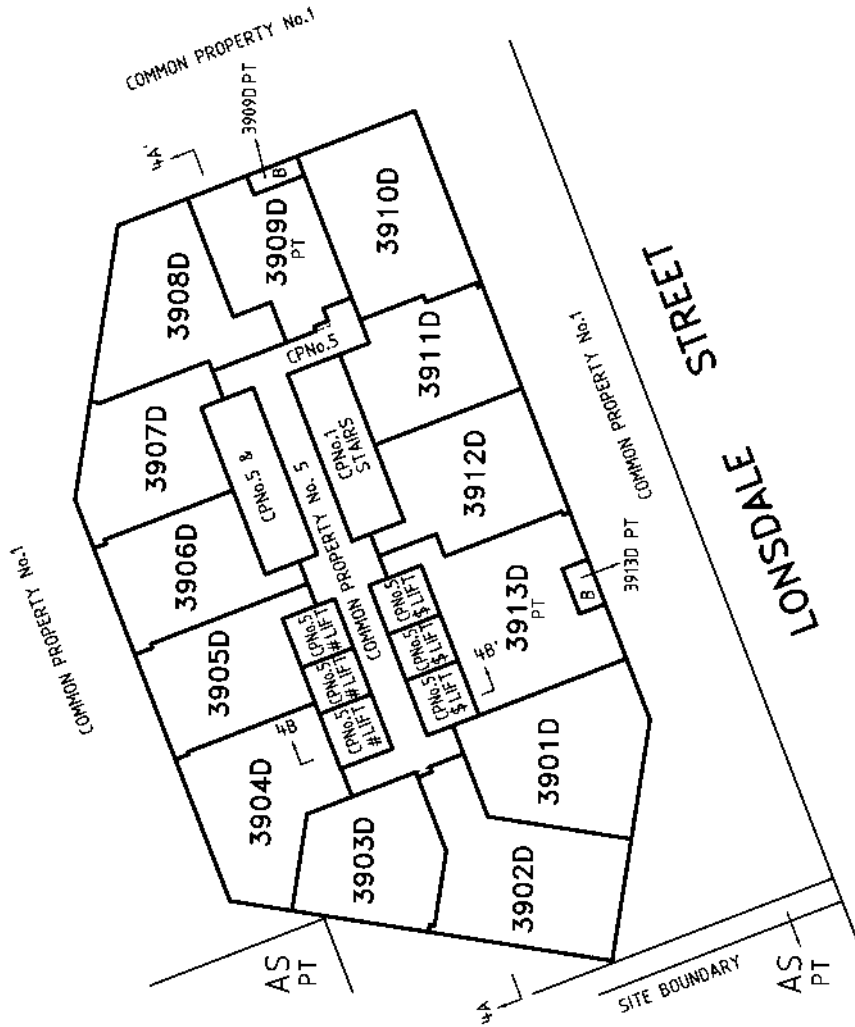
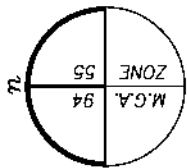
LICENSED SURVEYOR LACHLAN JAMES MCCLEARY
 DATE 15/06/23 REFERENCE 302547
 VERSION C DRAWING 30254711-AC

SCALE 1:300 ORIGINAL SHEET SIZE A3
 SHEET 186

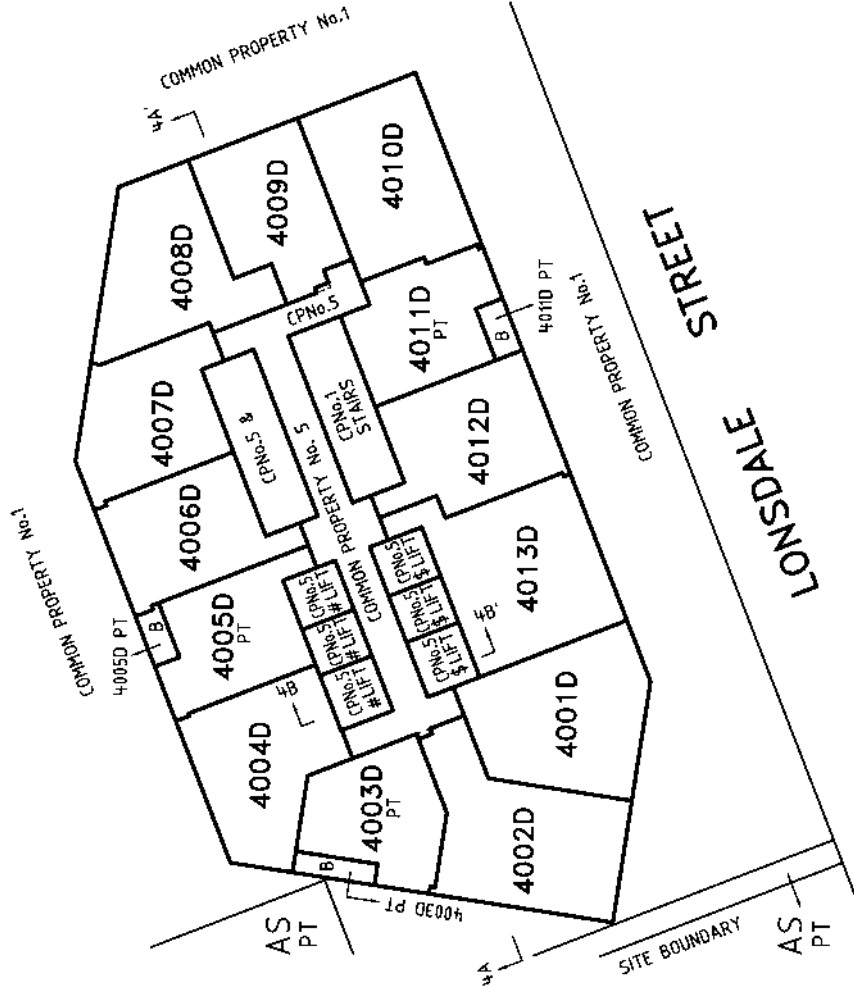
LENGTHS ARE IN METRES
 3 0 6 12

PS 746092G

PLAN OF SUBDIVISION



**TOWER 4
THIRTY-NINTH STOREY
DIAGRAM 235**

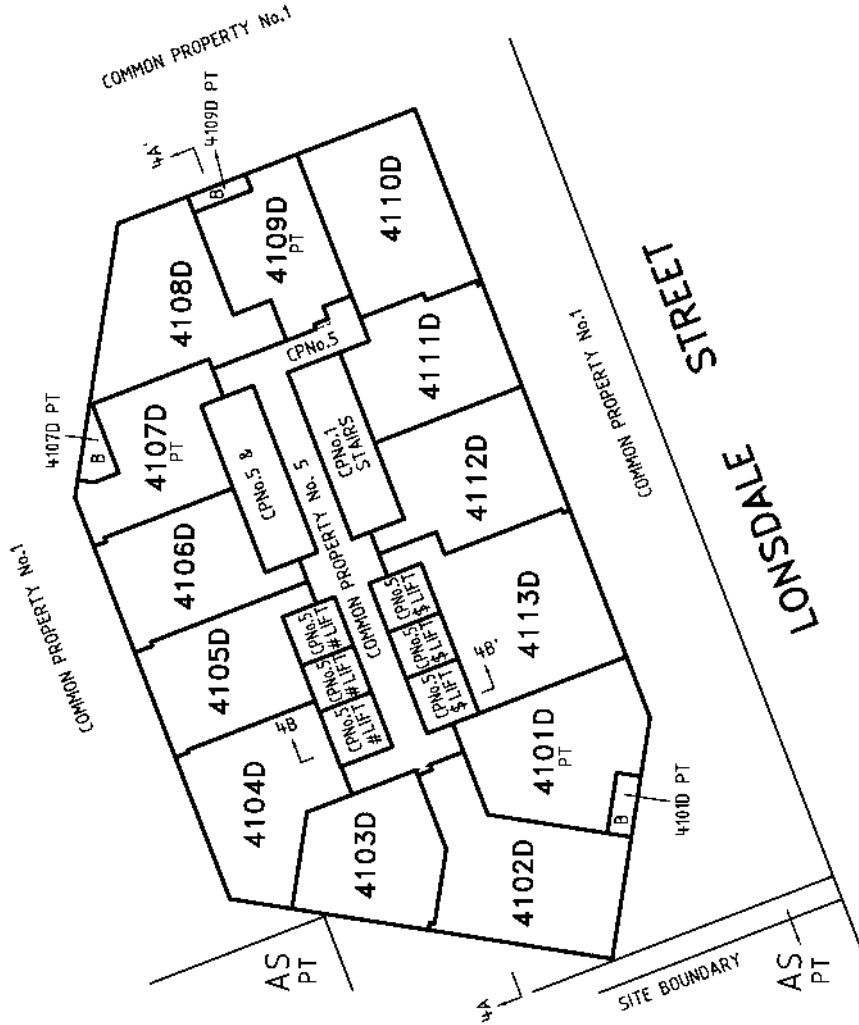
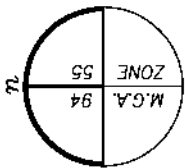


**TOWER 4
FORTIETH STOREY
DIAGRAM 236**

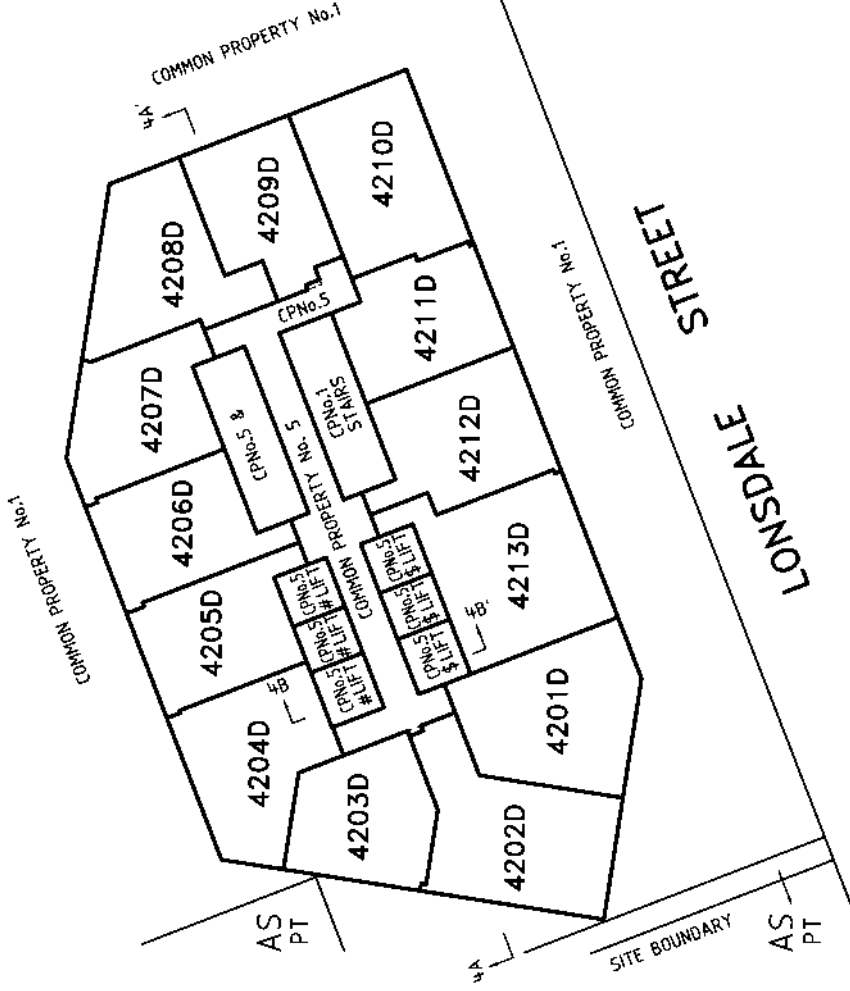
<p>VERIS AUSTRALIA PTY LTD A CVR 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 0400 E melbourne@veris.com.au W www.veris.com.au</p>	<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>		<p>SCALE 1:300</p>	<p>ORIGINAL SHEET SIZE A3</p>
	<p>DATE 15/06/23</p>	<p>REFERENCE 302547</p>	<p>DRAWING 30254711-AC</p>	<p>SHEET 187</p>
<p>veris</p>	<p>LENGTHS ARE IN METRES</p> <p>3 0 6 12</p>			

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PLAN OF SUBDIVISION



TOWER 4
FORTY-FIRST STOREY
DIAGRAM 237



TOWER 4
FORTY-SECOND STOREY
DIAGRAM 238

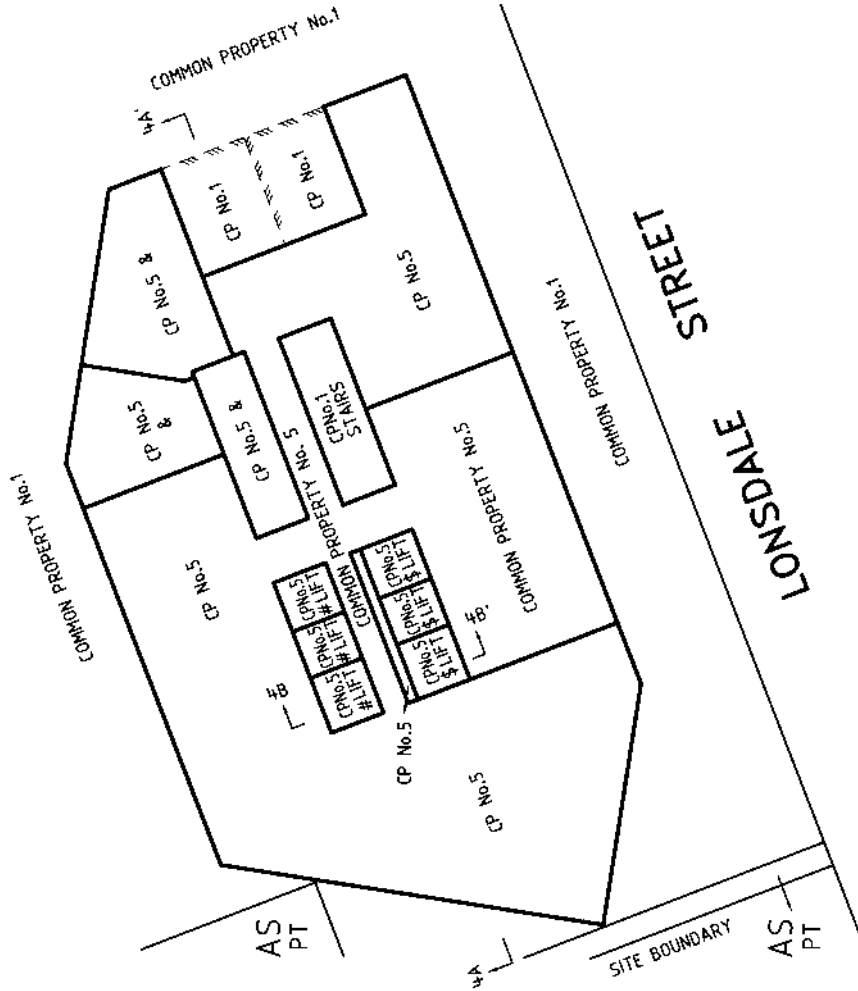
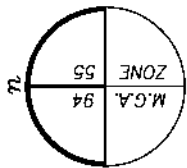
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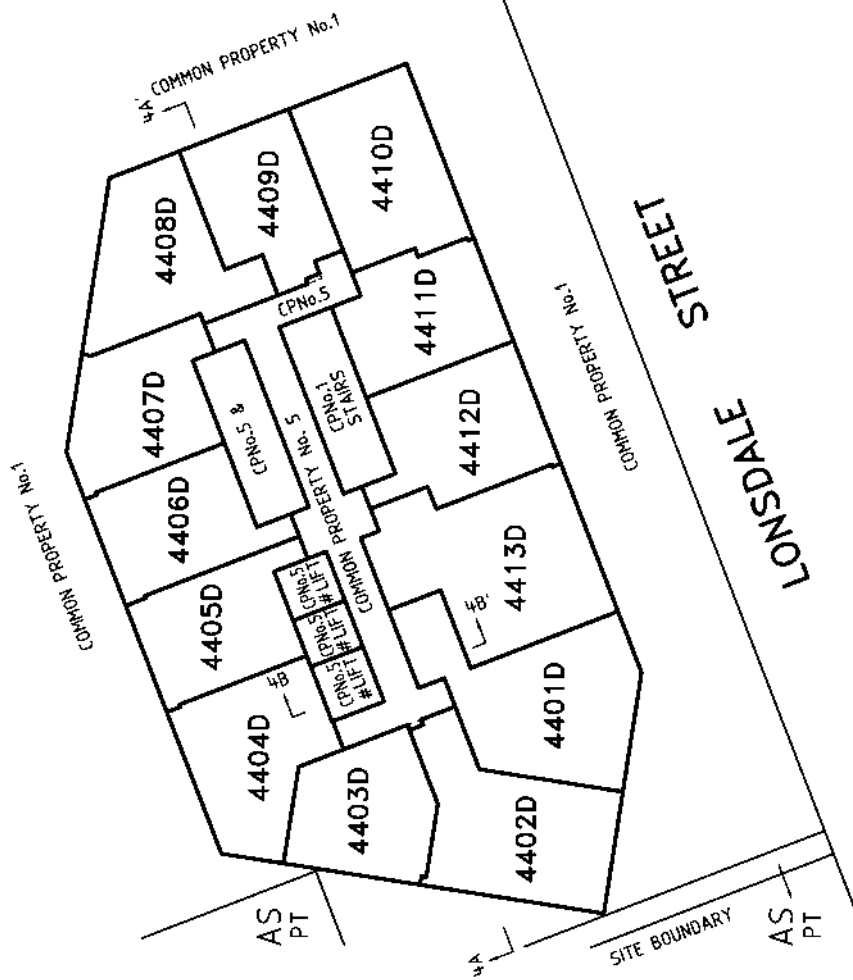
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	0 6 12	SHEET 188

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PLAN OF SUBDIVISION



**TOWER 4
FORTY-THIRD STOREY
DIAGRAM 239**



**TOWER 4
FORTY-FOURTH STOREY
DIAGRAM 240**

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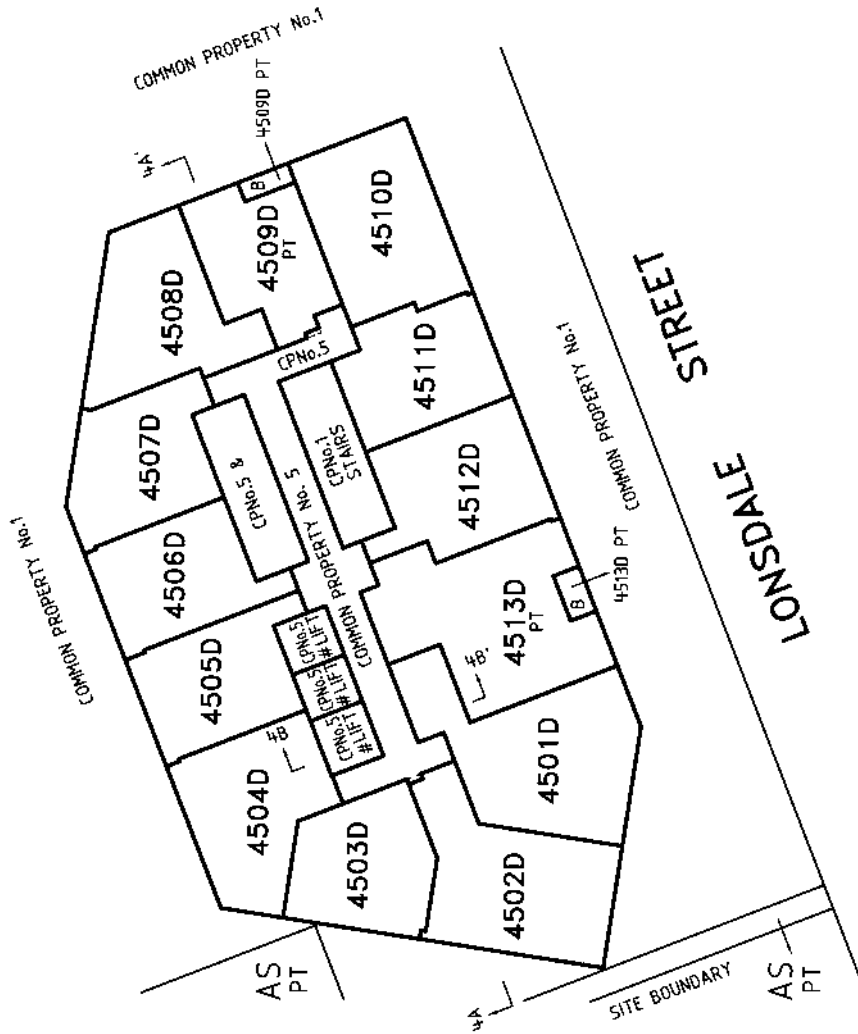
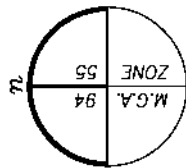
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REFERENCE	302547
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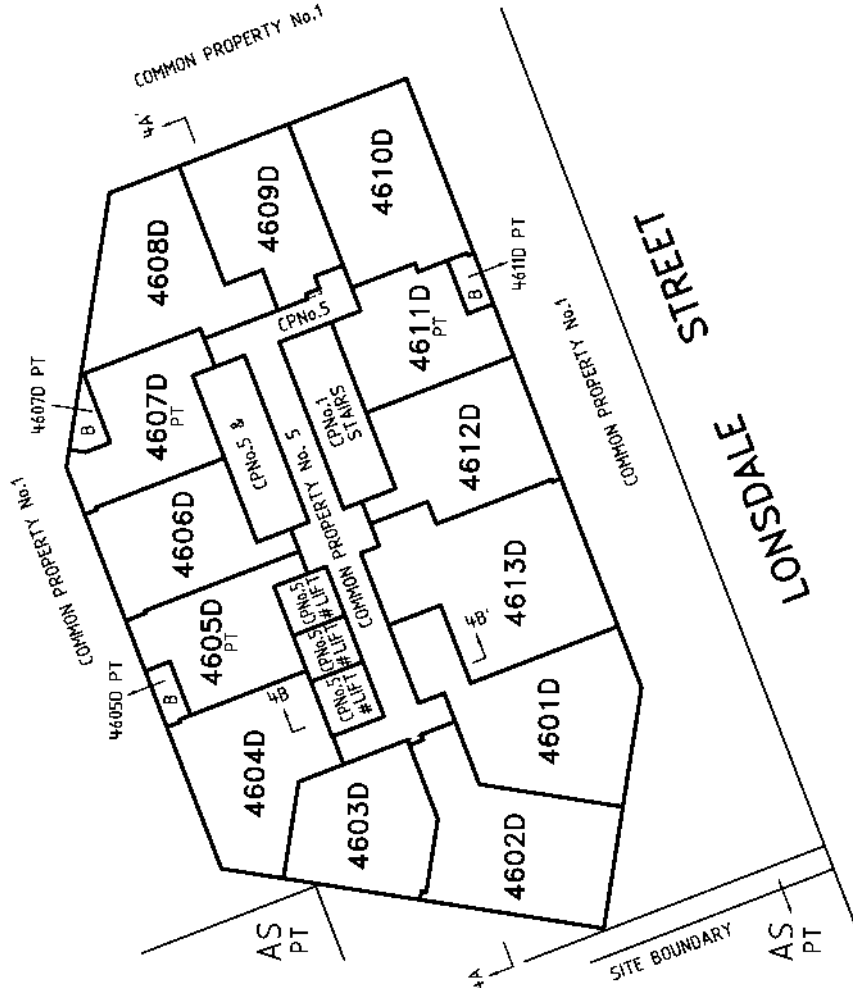
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 189

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PLAN OF SUBDIVISION



**TOWER 4
FORTY-FIFTH STOREY
DIAGRAM 241**



**TOWER 4
FORTY-SIXTH STOREY
DIAGRAM 242**

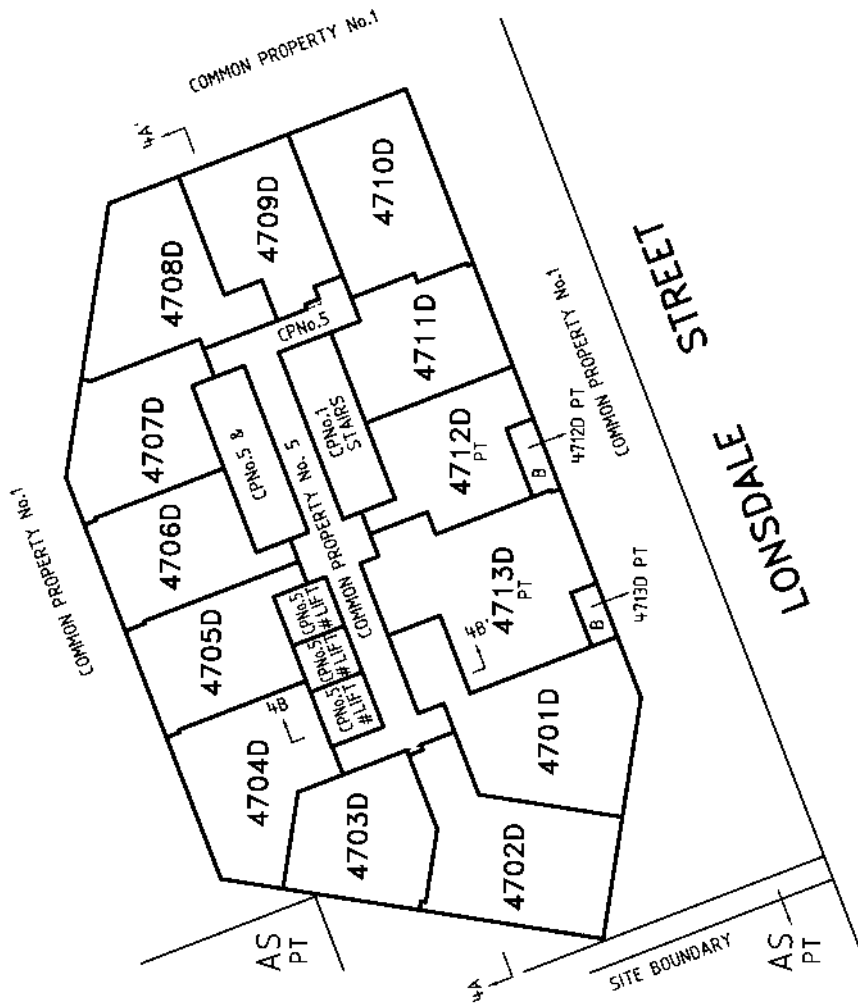
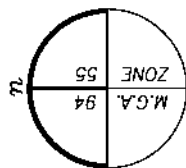
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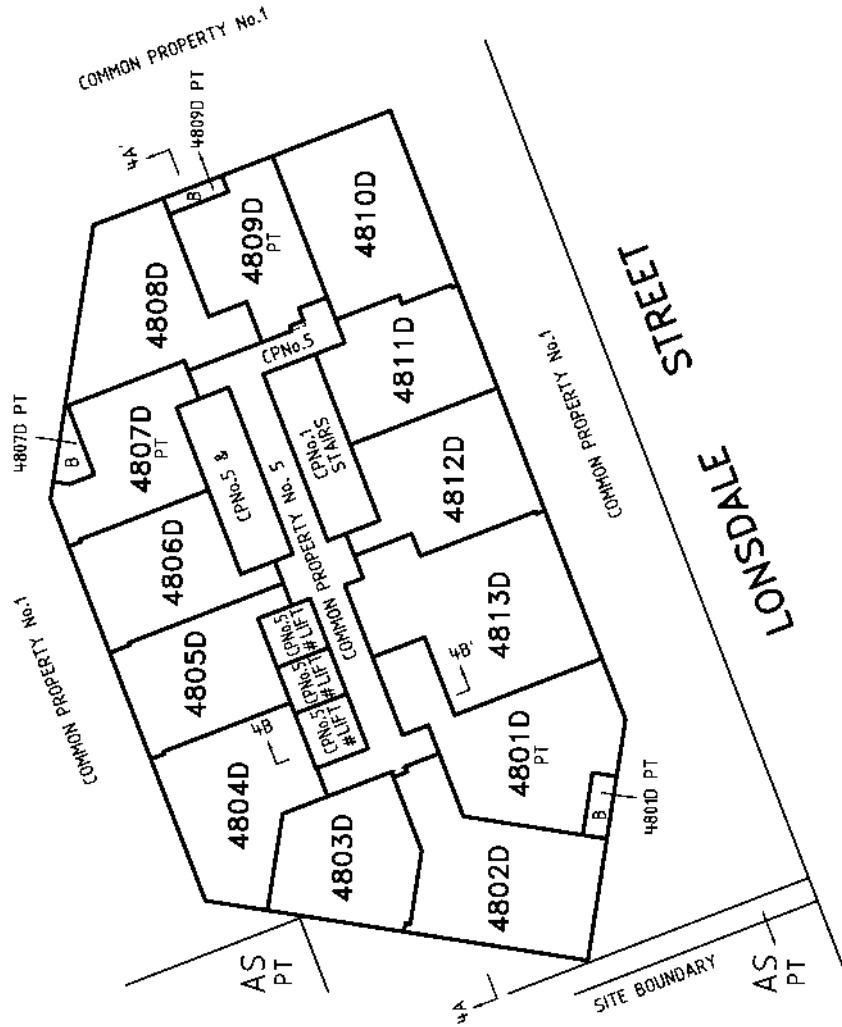
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 190

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PLAN OF SUBDIVISION



**TOWER 4
FORTY-SEVENTH STOREY
DIAGRAM 243**



**TOWER 4
FORTY-EIGHTH STOREY
DIAGRAM 244**

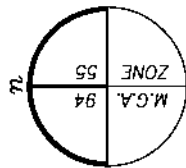
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REFERENCE	302547
DRAWING	30254711-AC

SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 191

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PLAN OF SUBDIVISION



**TOWER 4
FORTY-NINTH STOREY
DIAGRAM 245**

**TOWER 5
FIFTIETH STOREY
DIAGRAM 246**

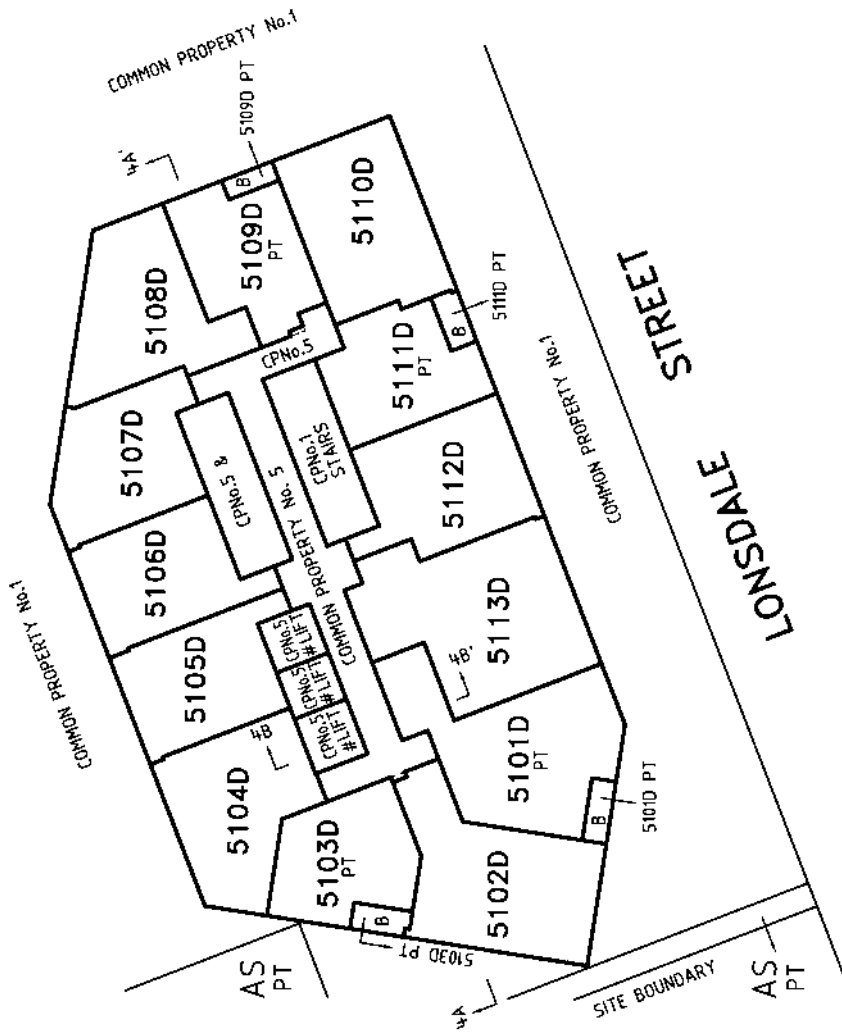
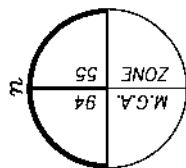
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REFERENCE	302547
DRAWING	30254711-AC

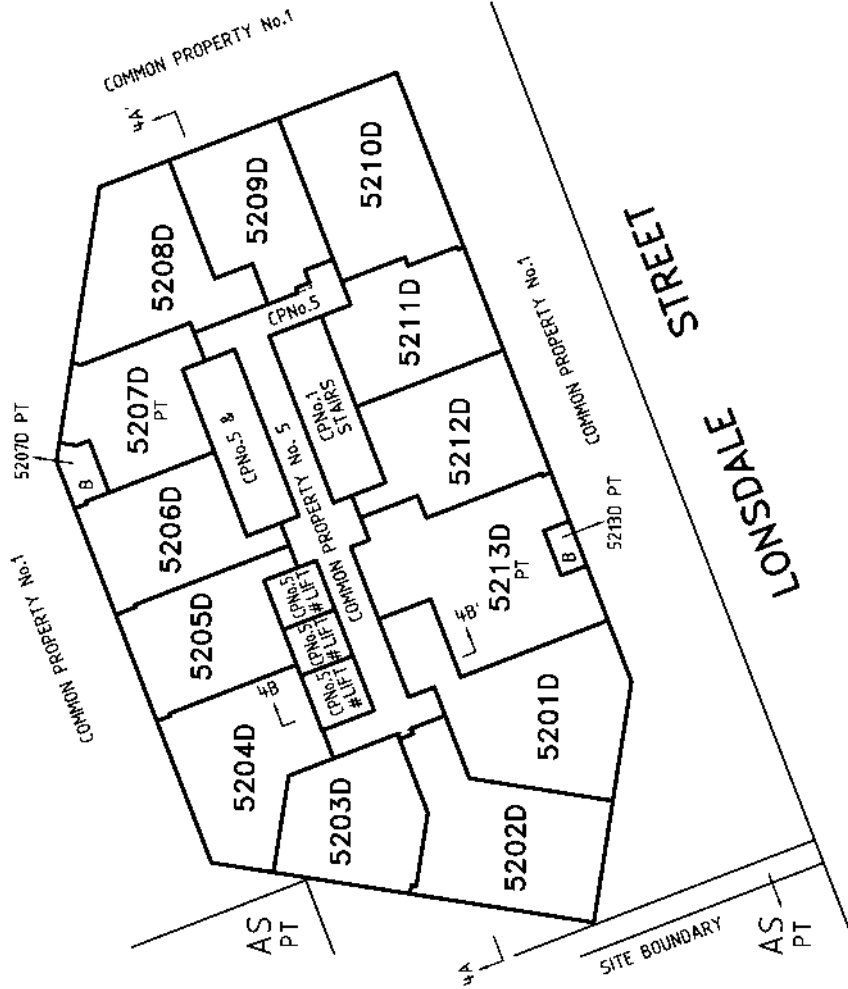
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 192

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PLAN OF SUBDIVISION



TOWER 4
FIFTY-FIRST STOREY
DIAGRAM 247



TOWER 4
FIFTY-SECOND STOREY
DIAGRAM 248

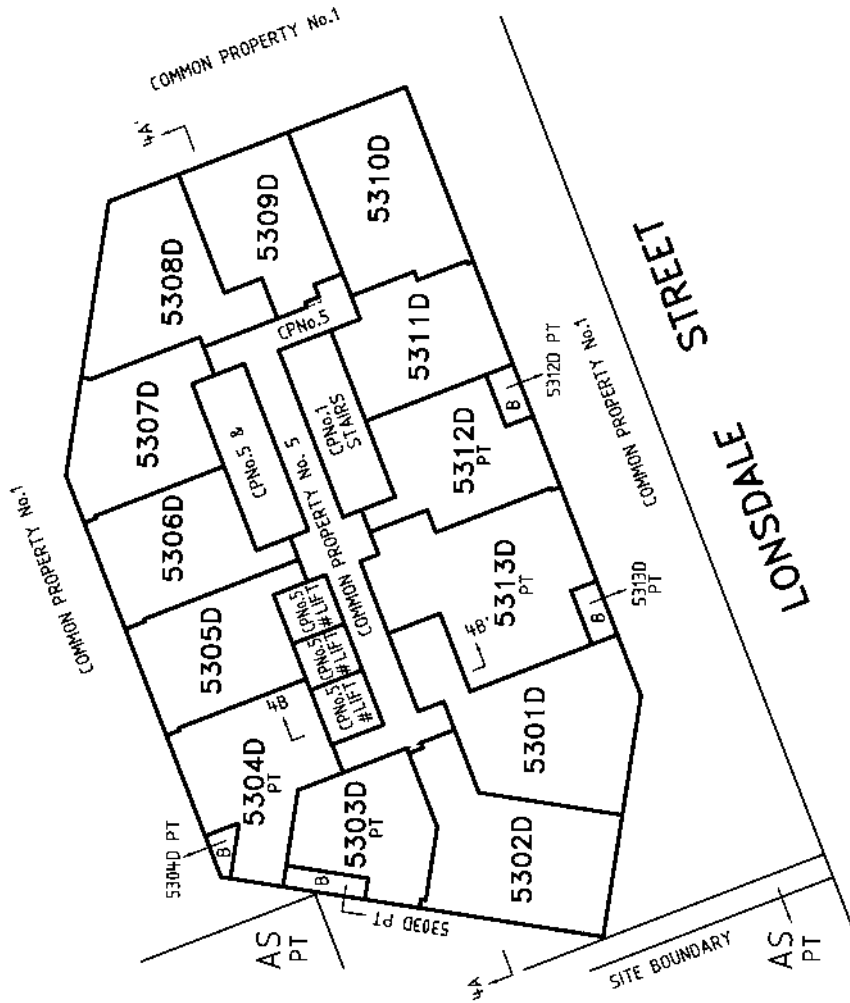
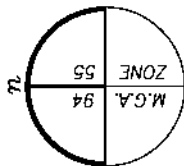
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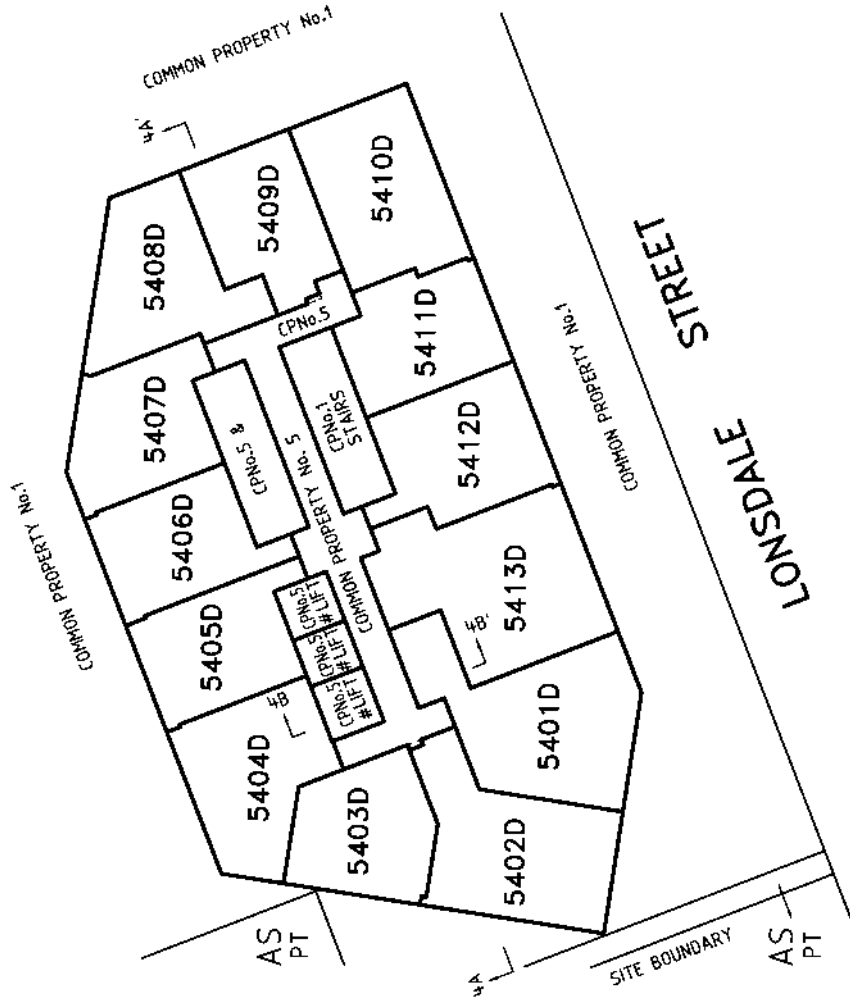
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 193

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PLAN OF SUBDIVISION



**TOWER 4
FIFTY-THIRD STOREY
DIAGRAM 249**



**TOWER 4
FIFTY-FOURTH STOREY
DIAGRAM 250**

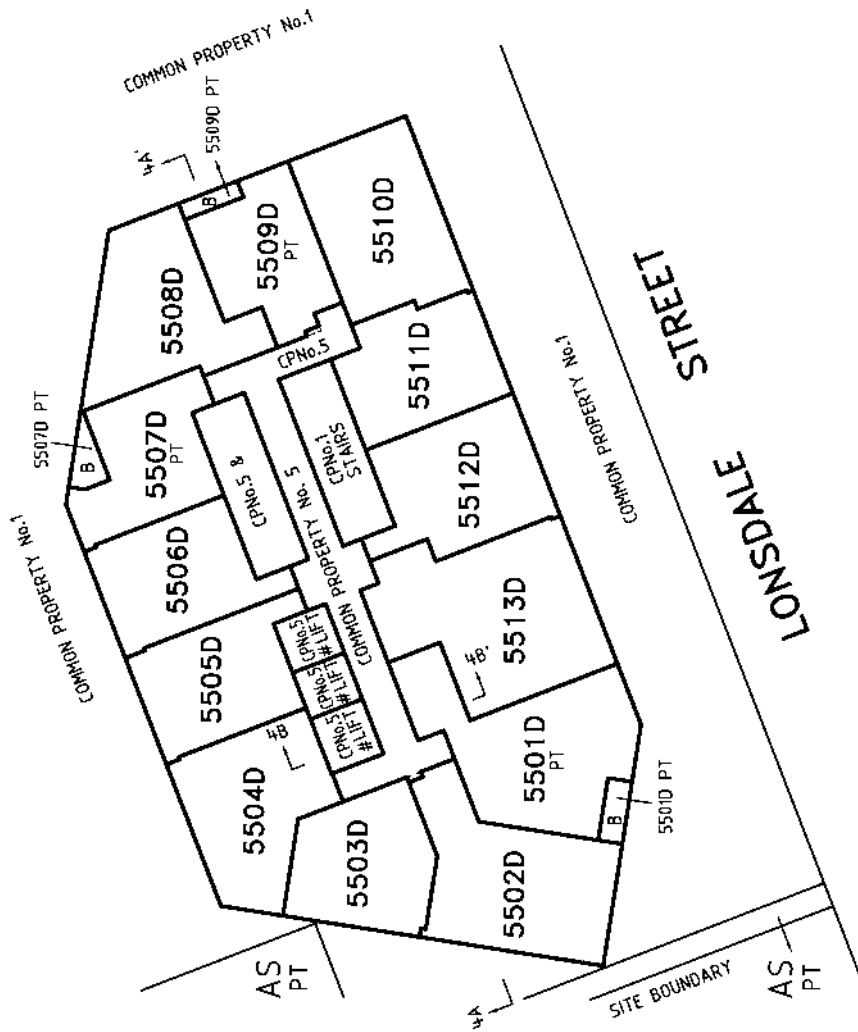
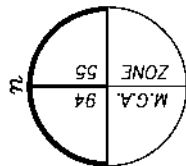
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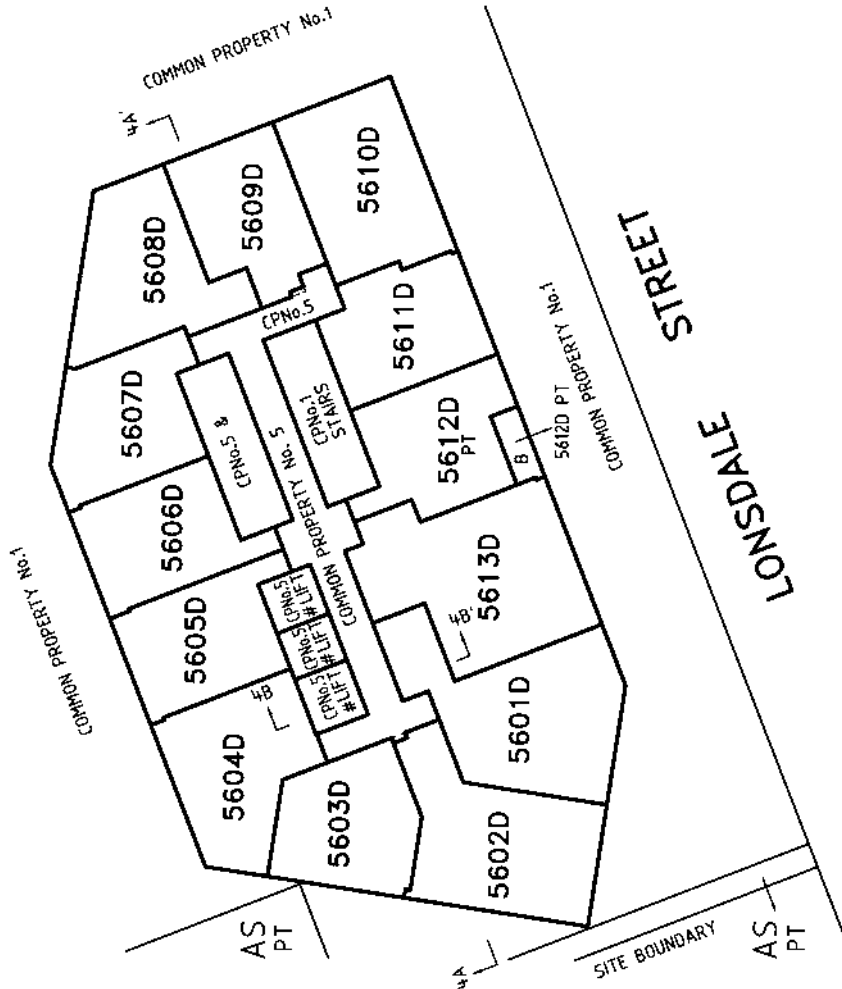
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 194

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PLAN OF SUBDIVISION



**TOWER 4
FIFTY-FIFTH STOREY
DIAGRAM 251**



**TOWER 4
FIFTY-SIXTH STOREY
DIAGRAM 252**

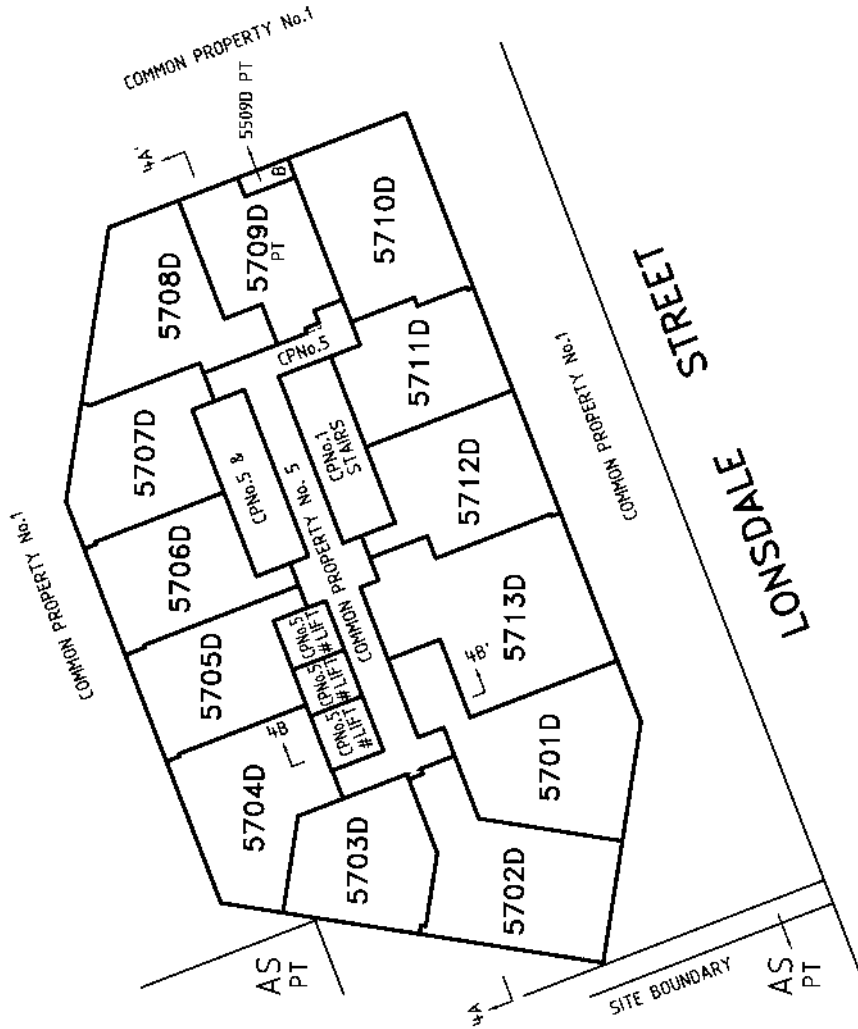
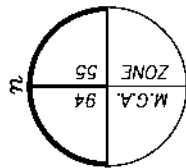
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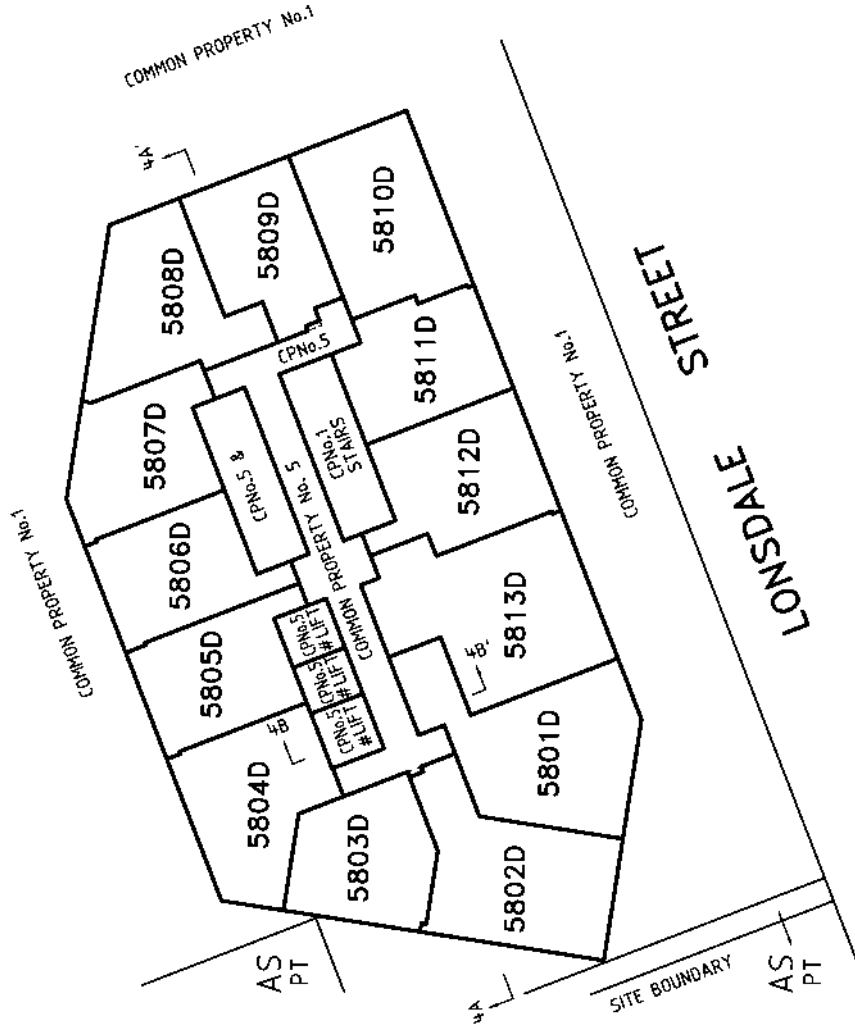
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	3 0 6 12	SHEET 195

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PLAN OF SUBDIVISION



**TOWER 4
FIFTY-SEVENTH STOREY
DIAGRAM 253**

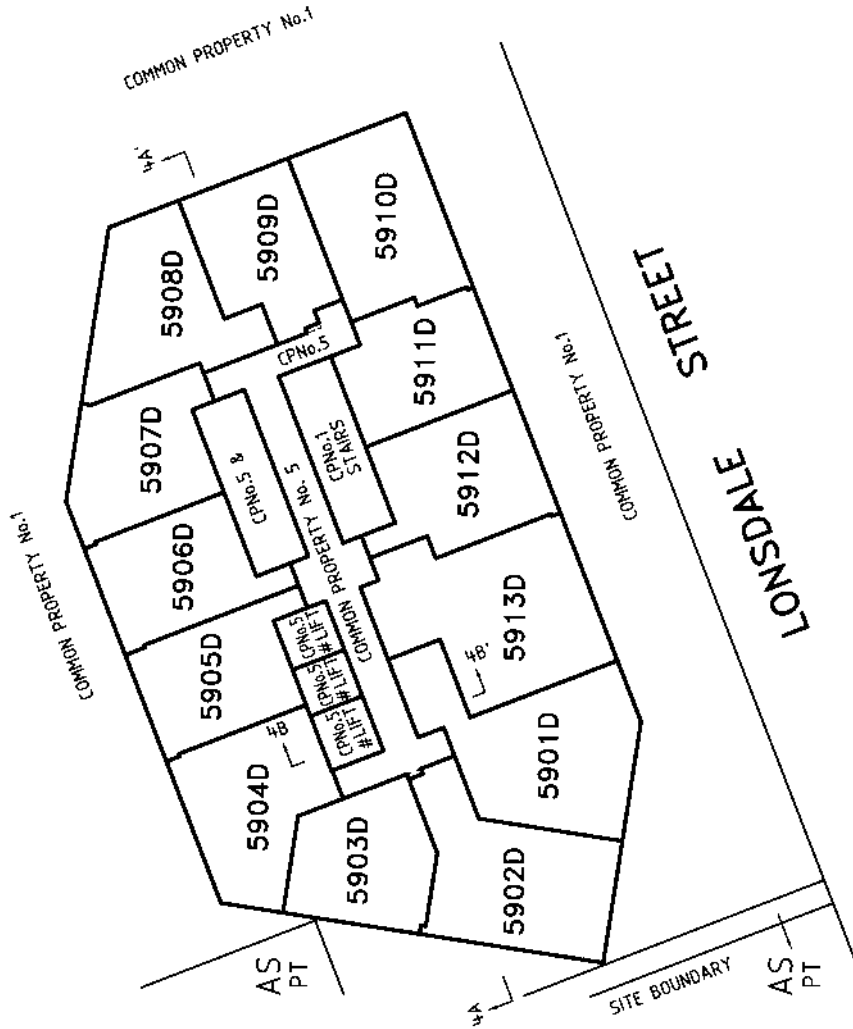
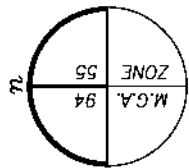


**TOWER 4
FIFTY-EIGHTH STOREY
DIAGRAM 254**

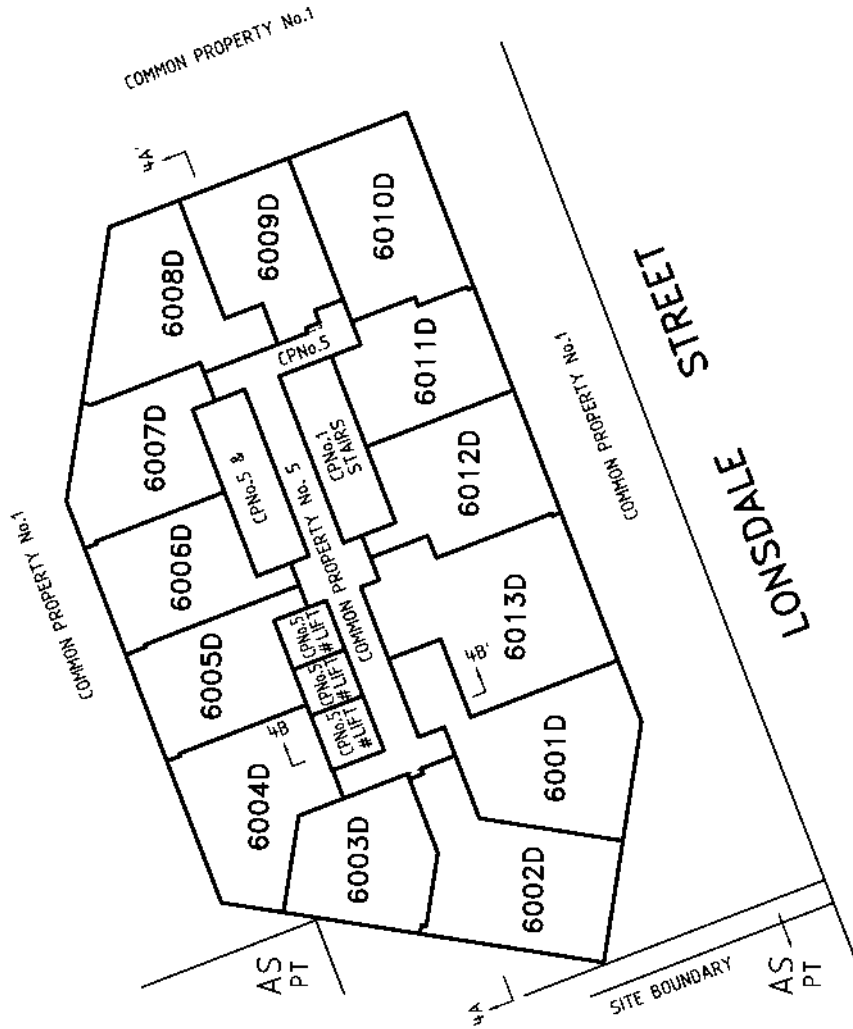
<p>VERIS AUSTRALIA PTY LTD A CVC 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 6600 E melbourne@veris.com.au W www.veris.com.au</p>	<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>	<p>SCALE 1:300</p>	<p>ORIGINAL SHEET SIZE A3</p>
	<p>DATE 15/06/23 VERSION C</p>	<p>REFERENCE 302547 DRAWING 30254711-AC</p>	<p>LENGTHS ARE IN METRES 3 0 6 12</p>

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PLAN OF SUBDIVISION



**TOWER 4
FIFTY-NINTH STOREY
DIAGRAM 255**



**TOWER 4
SIXTIETH STOREY
DIAGRAM 256**

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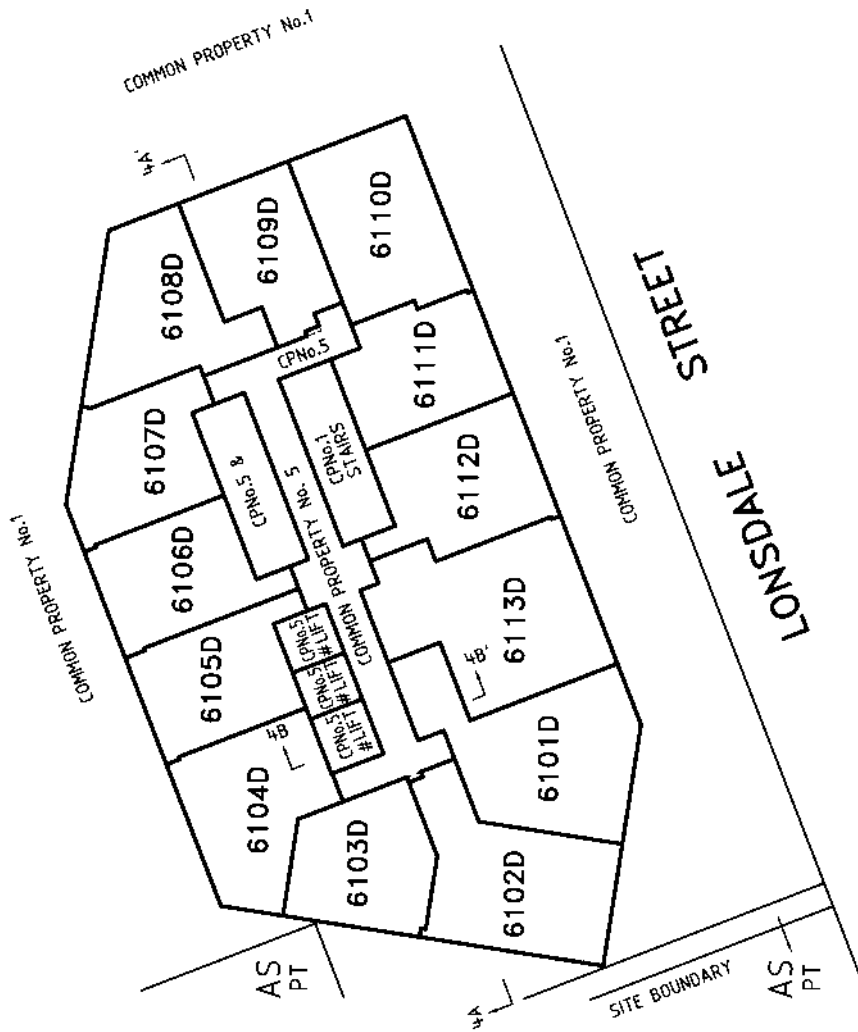
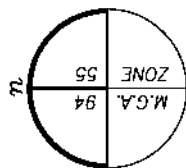
LENGTHS ARE IN METRES
 3 0 6 12

SCALE 1:300

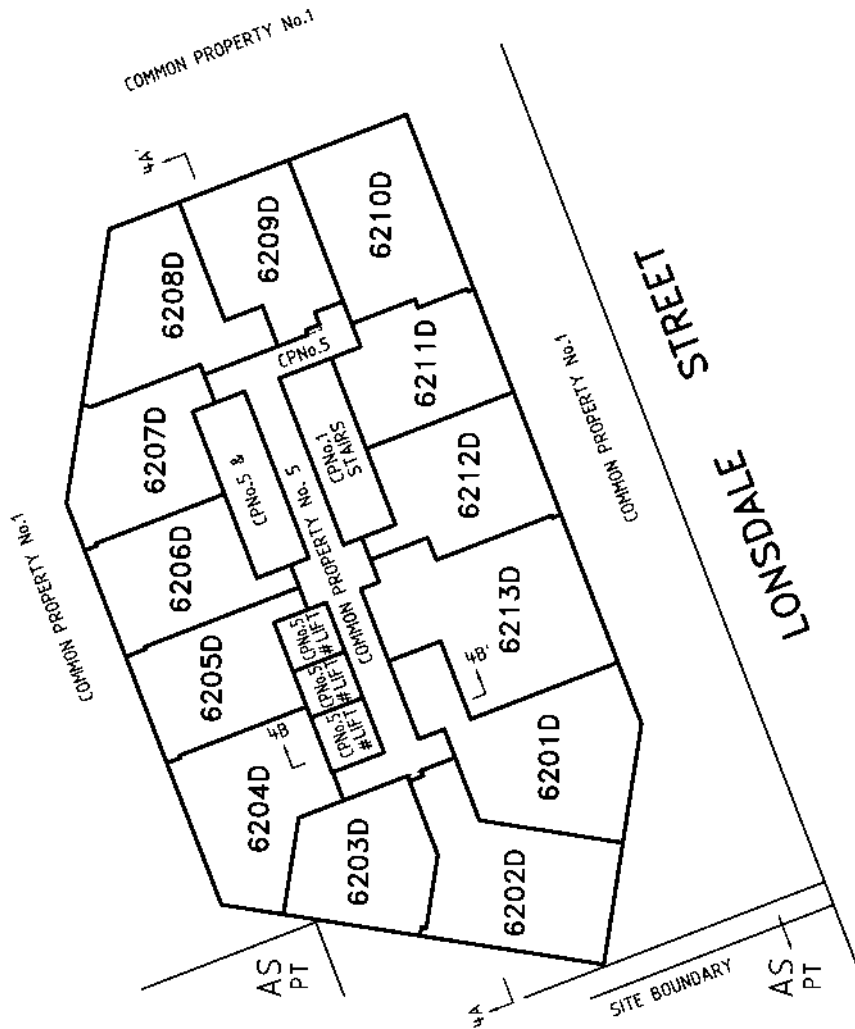
ORIGINAL SHEET SIZE A3
 SHEET 197

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PLAN OF SUBDIVISION



**TOWER 4
SIXTY-FIRST STOREY
DIAGRAM 257**



**TOWER 4
SIXTY-SECOND STOREY
DIAGRAM 258**

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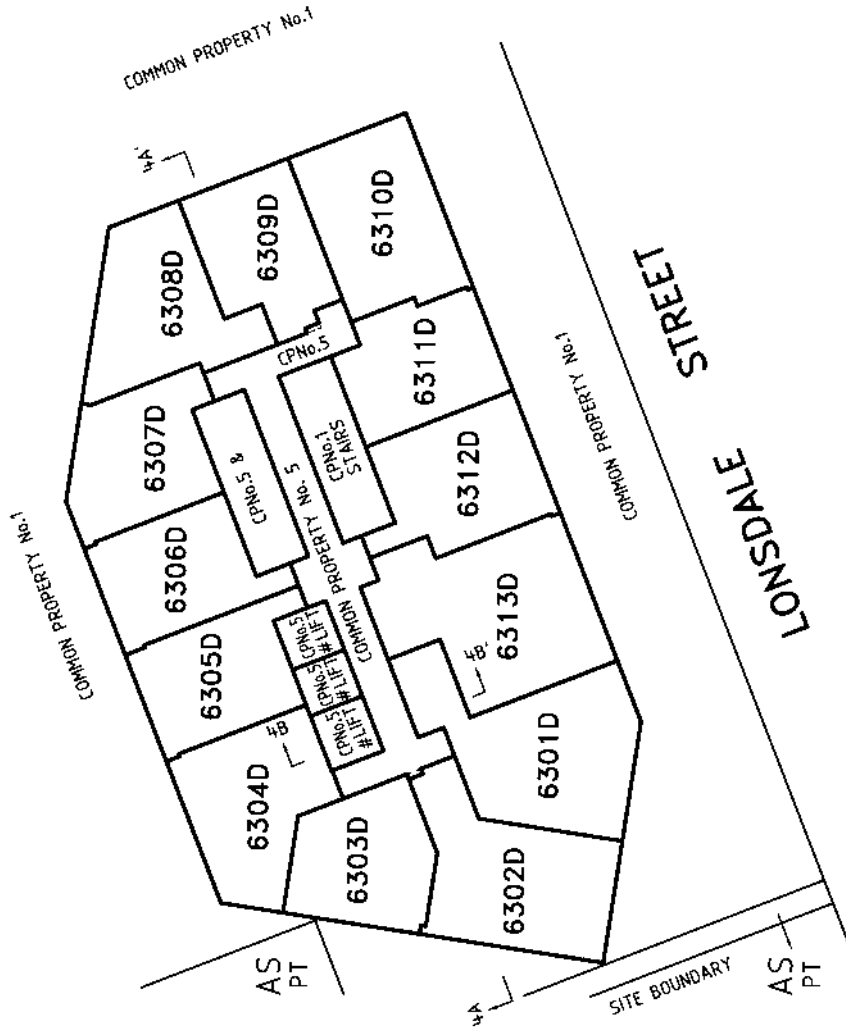
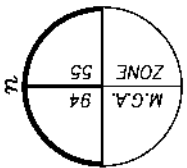
LENGTHS ARE IN METRES
 3 0 6 12

SCALE 1:300

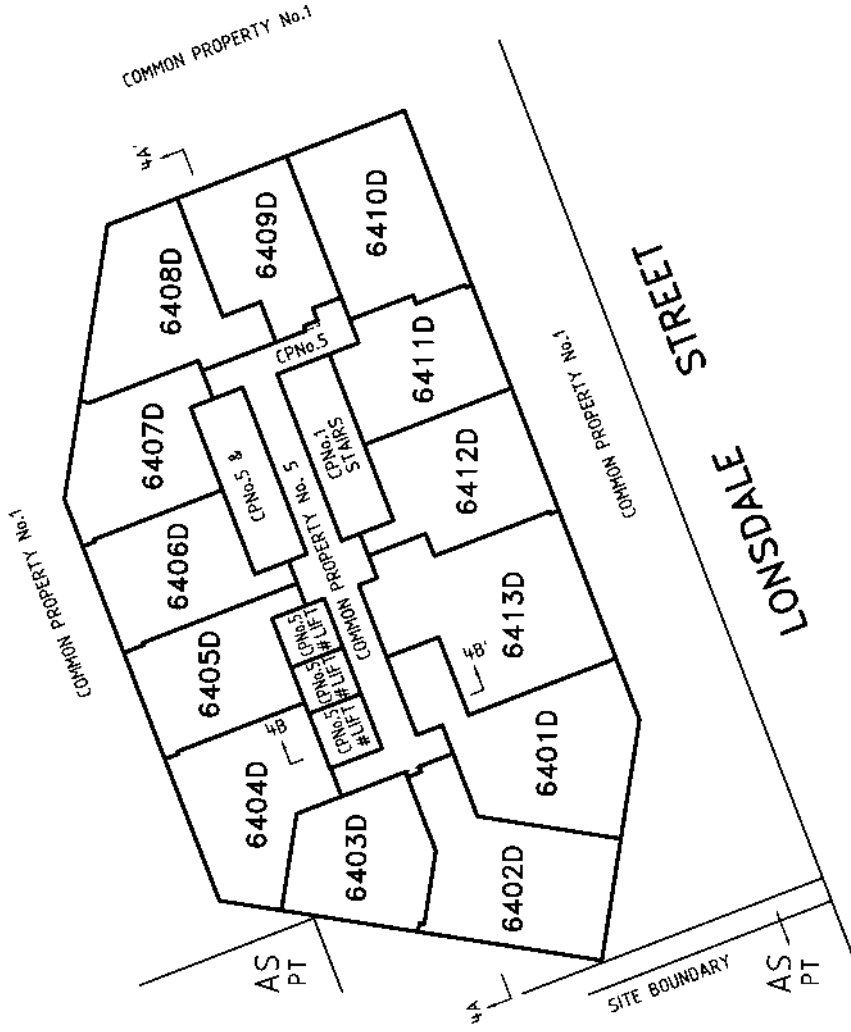
ORIGINAL SHEET SIZE A3
 SHEET 198

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PLAN OF SUBDIVISION



**TOWER 4
SIXTY-THIRD STOREY
DIAGRAM 259**



**TOWER 4
SIXTY-FOURTH STOREY
DIAGRAM 260**

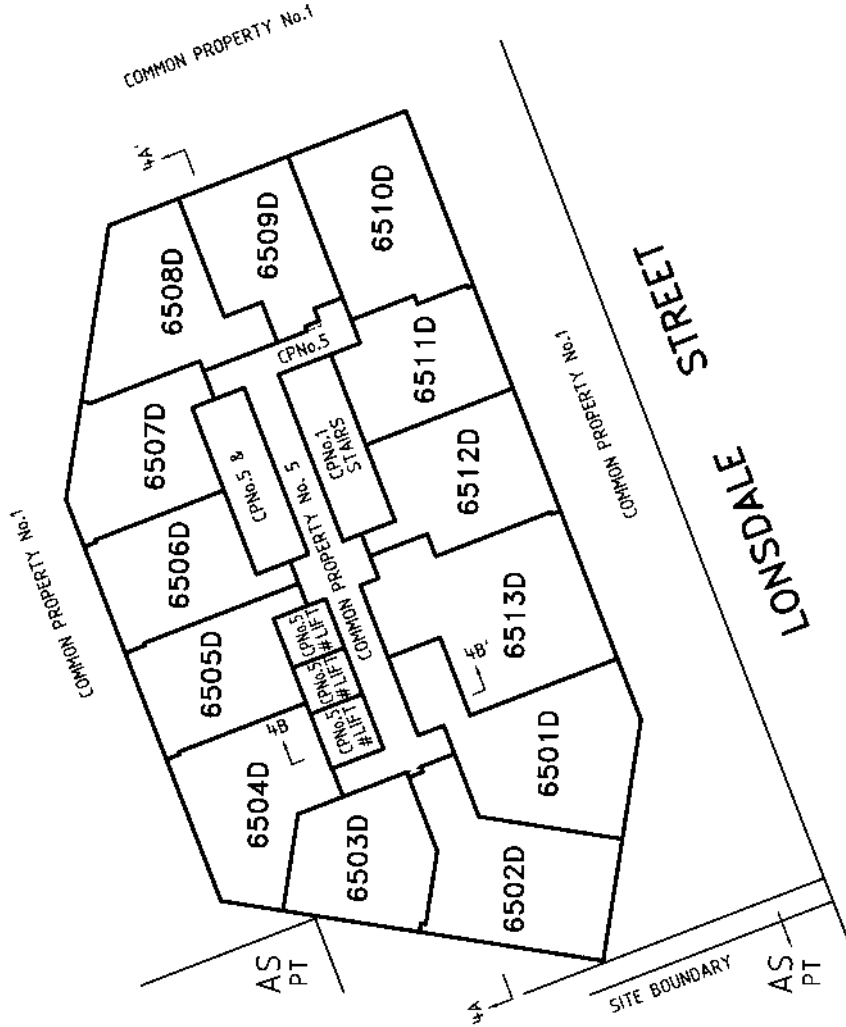
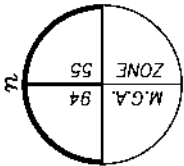
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REFERENCE	302547
VERSION	C
DRAWING	30254711-AC

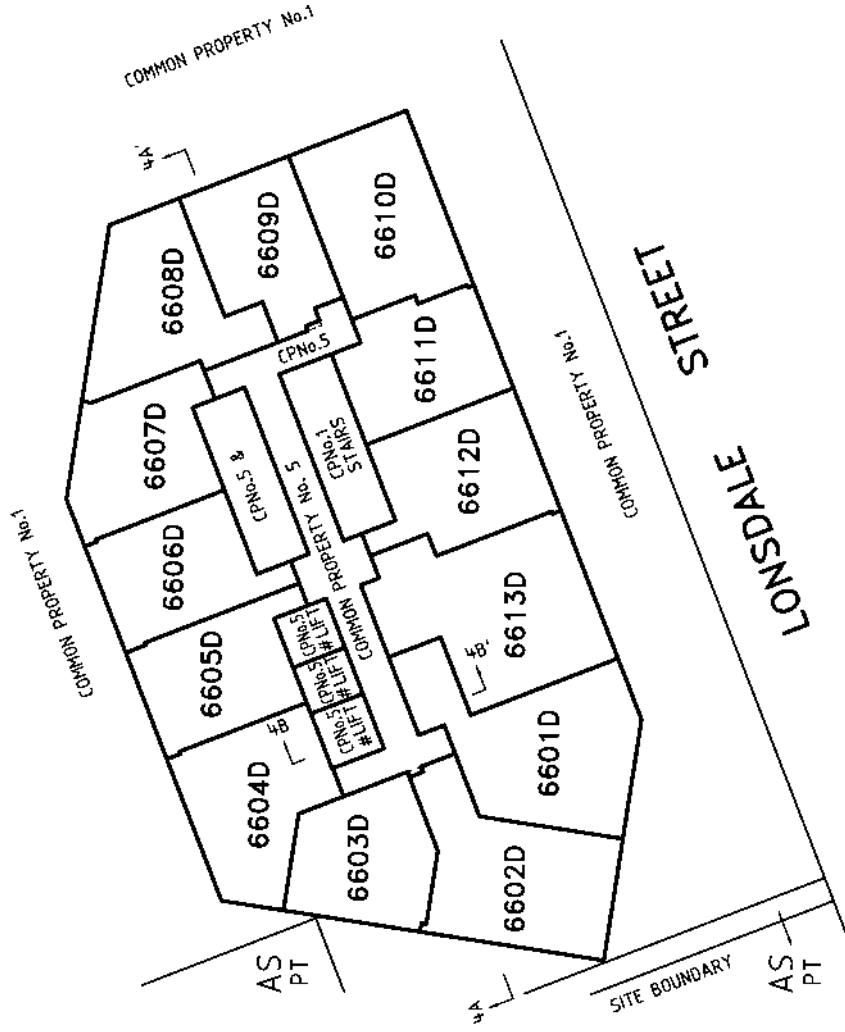
SCALE	1:300	ORIGINAL SHEET SIZE A3
		SHEET 199

PS 746092G


PLAN OF SUBDIVISION



TOWER 4
SIXTY-FIFTH STOREY
DIAGRAM 261

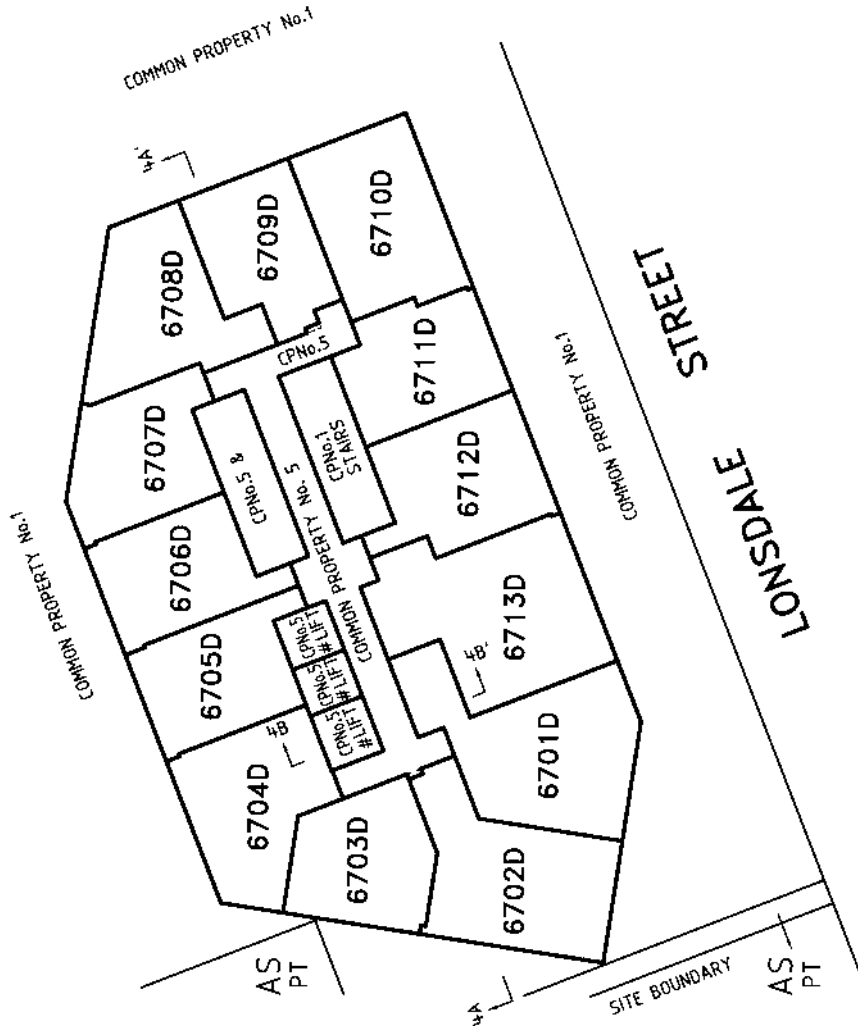
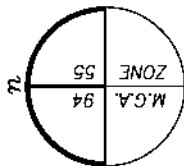


TOWER 4
SIXTY-SIXTH STOREY
DIAGRAM 262

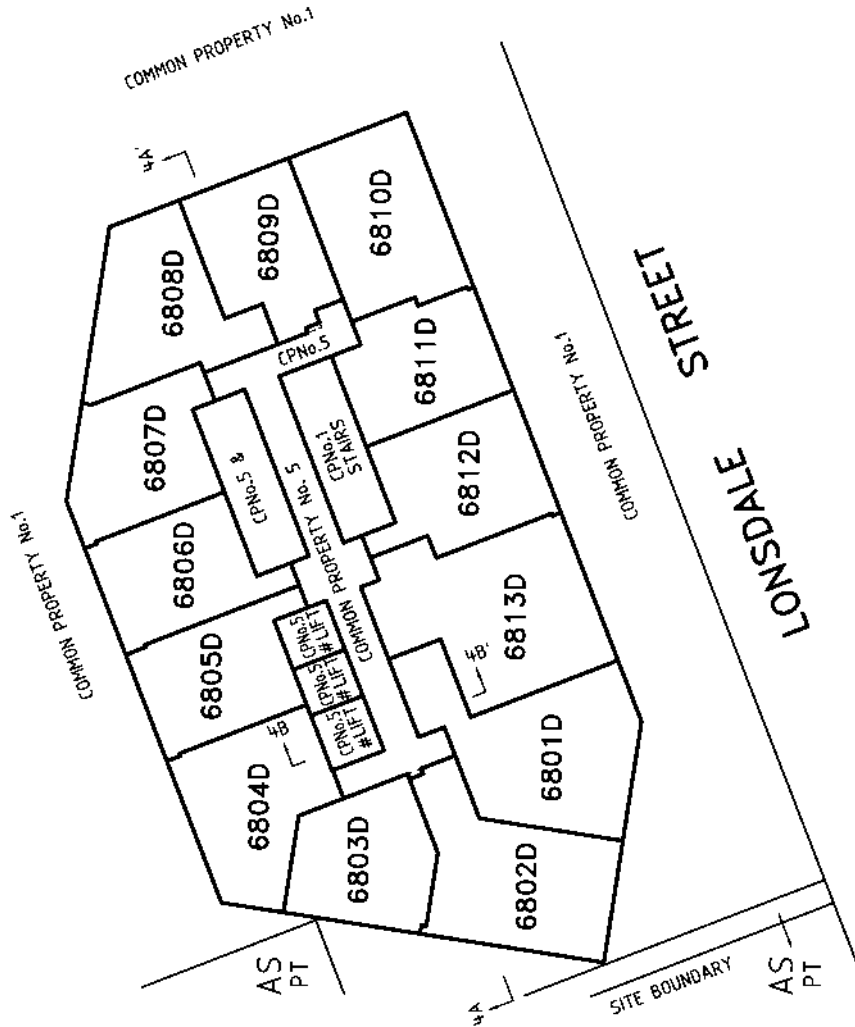
 VERIS AUSTRALIA PTY LTD A CVC 3 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 6600 E melbourne@veris.com.au W www.veris.com.au	LICENSED SURVEYOR LACHLAN JAMES McCLEARY		SCALE 1:300	ORIGINAL SHEET SIZE A3 SHEET 200
	DATE 15/06/23 VERSION C	REFERENCE 302547 DRAWING 30254711-AC	LENGTHS ARE IN METRES 3 0 6 12	

PS 746092G

PLAN OF SUBDIVISION



**TOWER 4
SIXTY-SEVENTH STOREY
DIAGRAM 263**



**TOWER 4
SIXTY-EIGHTH STOREY
DIAGRAM 264**

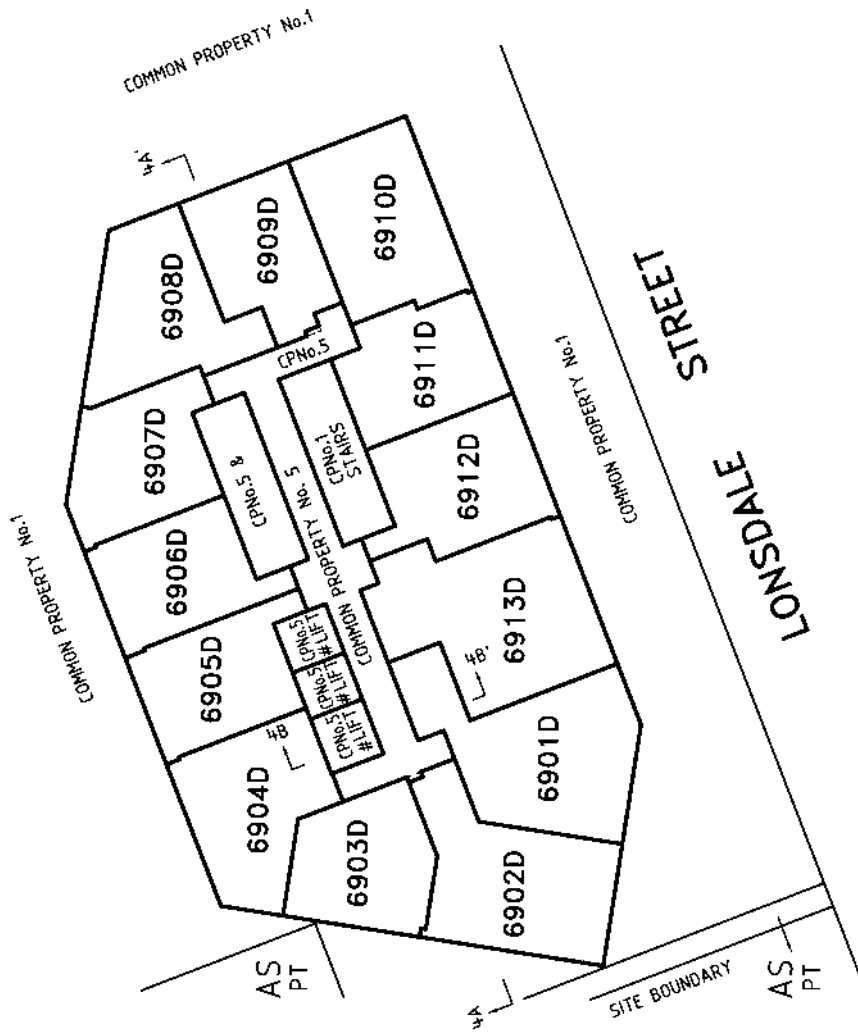
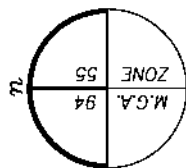
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LICENSED SURVEYOR	LACHLAN JAMES McCLEARY
DATE	15/06/23
REFERENCE	302547
VERSION	C
DRAWING	30254711-AC

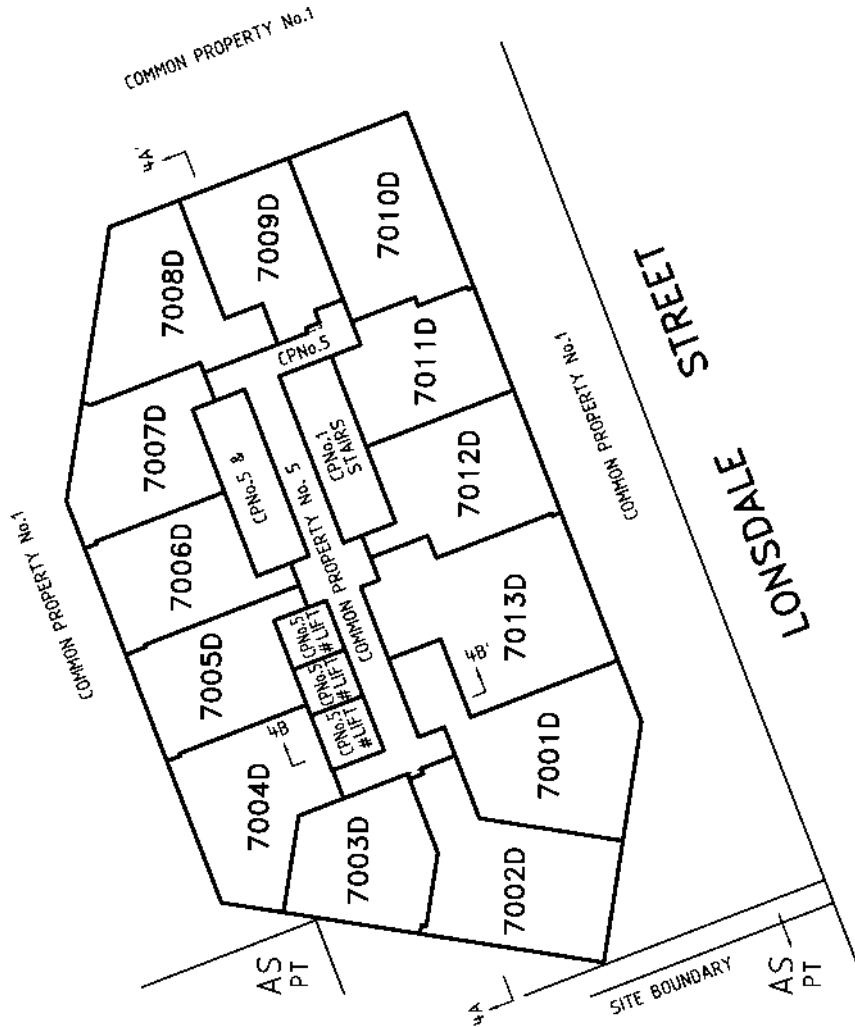
SCALE	1:300	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES	0 6 12	SHEET 201

PS 746092G

PLAN OF SUBDIVISION



**TOWER 4
SIXTY-NINTH STOREY
DIAGRAM 265**

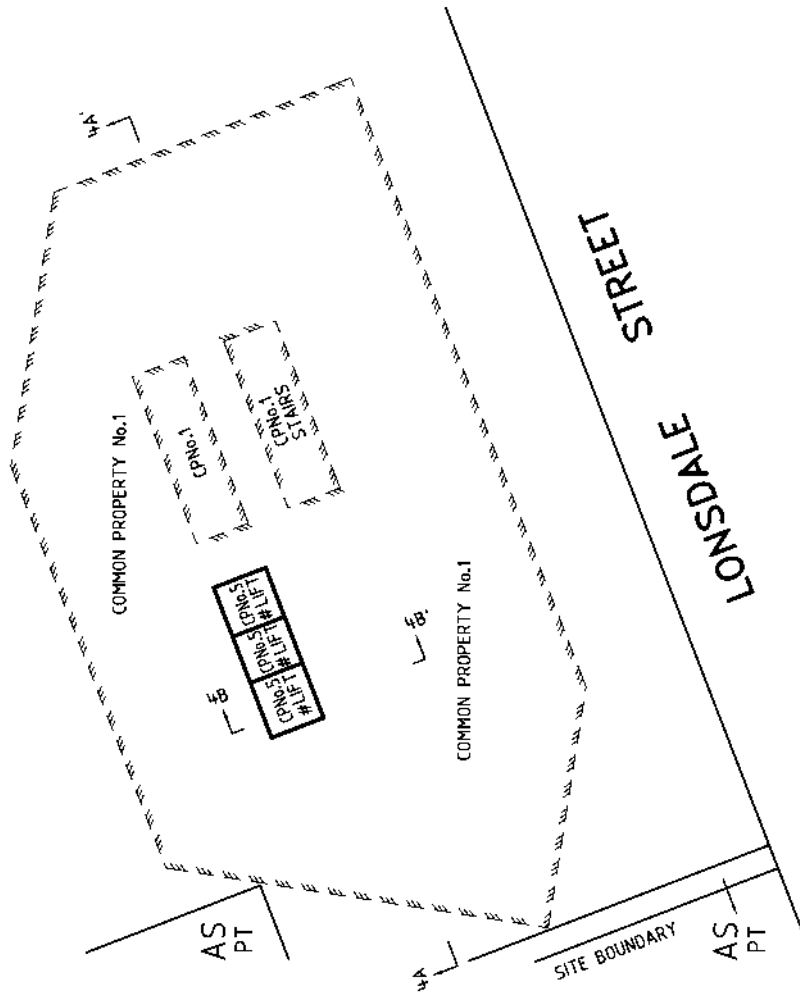
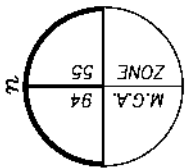


**TOWER 4
SEVENTIETH STOREY
DIAGRAM 266**


<p>VERIS AUSTRALIA PTY LTD A CVR 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 6600 E melbourne@veris.com.au W www.veris.com.au</p>	<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>	<p>SCALE 1:300</p>	<p>ORIGINAL SHEET SIZE A3</p>
	<p>DATE 15/06/23 VERSION C</p>	<p>REFERENCE 302547 DRAWING 30254711-AC</p>	<p>LENGTHS ARE IN METRES 3 0 6 12</p>

PS 746092G

PLAN OF SUBDIVISION

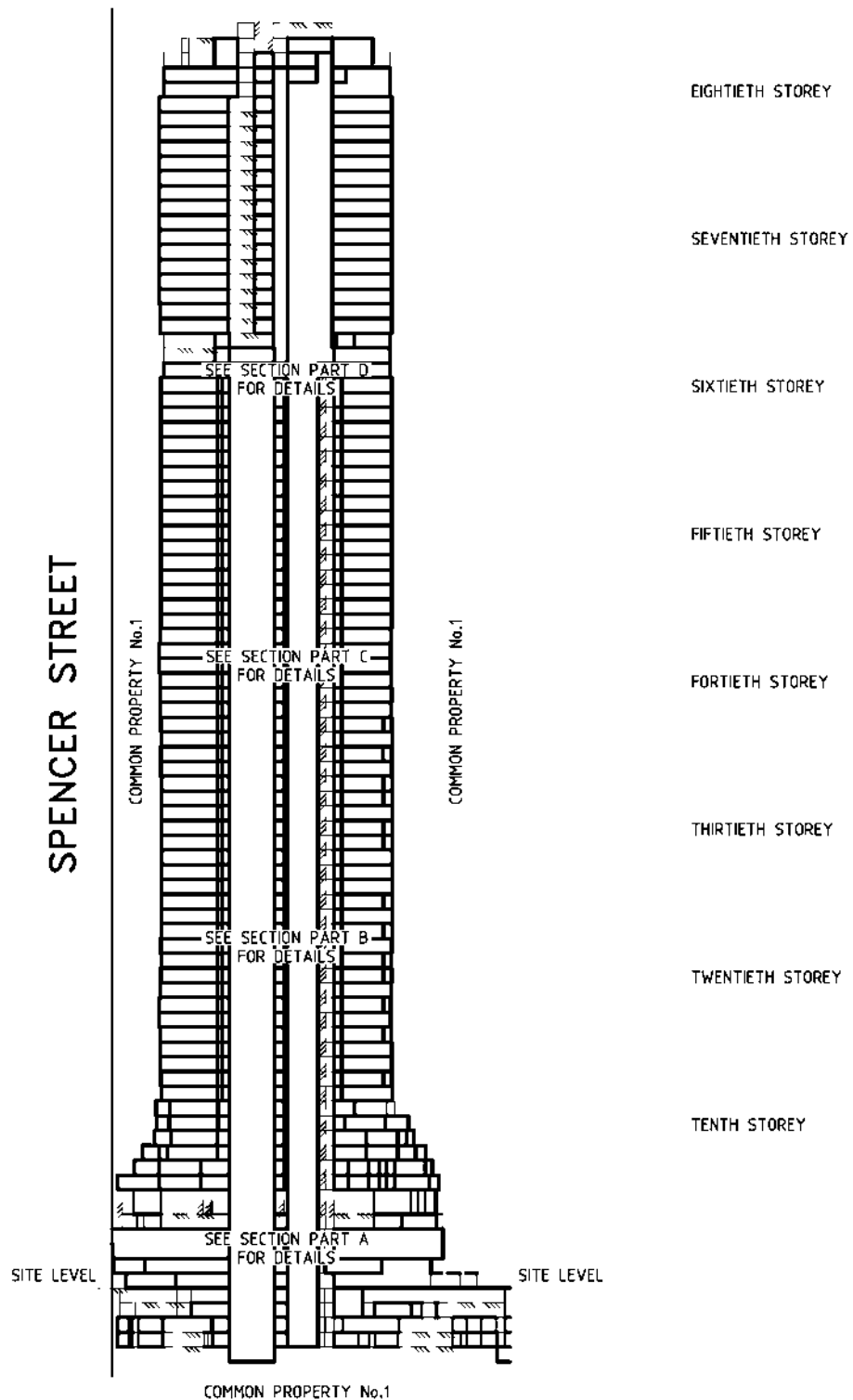


**TOWER 4
ROOF LEVEL
DIAGRAM 267**

 <p>VERIS AUSTRALIA PTY LTD A CVR 3, 1 Southpark Blvd Southbank VIC 3006 T +61 3 7019 0600 E Melbourne@veris.com.au W www.veris.com.au</p>	LICENSED SURVEYOR LACHLAN JAMES McCLEARY	SCALE 1:300	ORIGINAL SHEET SIZE A3 SHEET 203
	DATE 15/06/23 VERSION C	REFERENCE 302547 DRAWING 30254711-AC	

PLAN OF SUBDIVISION

PS 746092G



**TOWER 1
SECTION B - B'
NOT TO SCALE**

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	N/A	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 204



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PLAN OF SUBDIVISION

PS 746092G

TWELFTH STOREY
TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL,
EXCEPT FOR S4,
ELEVENTH STOREY

TENTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL,
EXCEPT FOR S4,

NINTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL,
EXCEPT FOR S4,

EIGHTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL,
EXCEPT FOR S4,

SEVENTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL,
EXCEPT FOR S4,

SIXTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL,
EXCEPT FOR S4,

FIFTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL,
EXCEPT FOR S4,

FOURTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL,
EXCEPT FOR S4,

THIRD STOREY

SECOND STOREY

FIRST STOREY

GROUND STOREY
TYPICAL FOR LOTS ON THIS LEVEL,
EXCEPT FOR S4,
BASEMENT MEZZANINE LEVEL

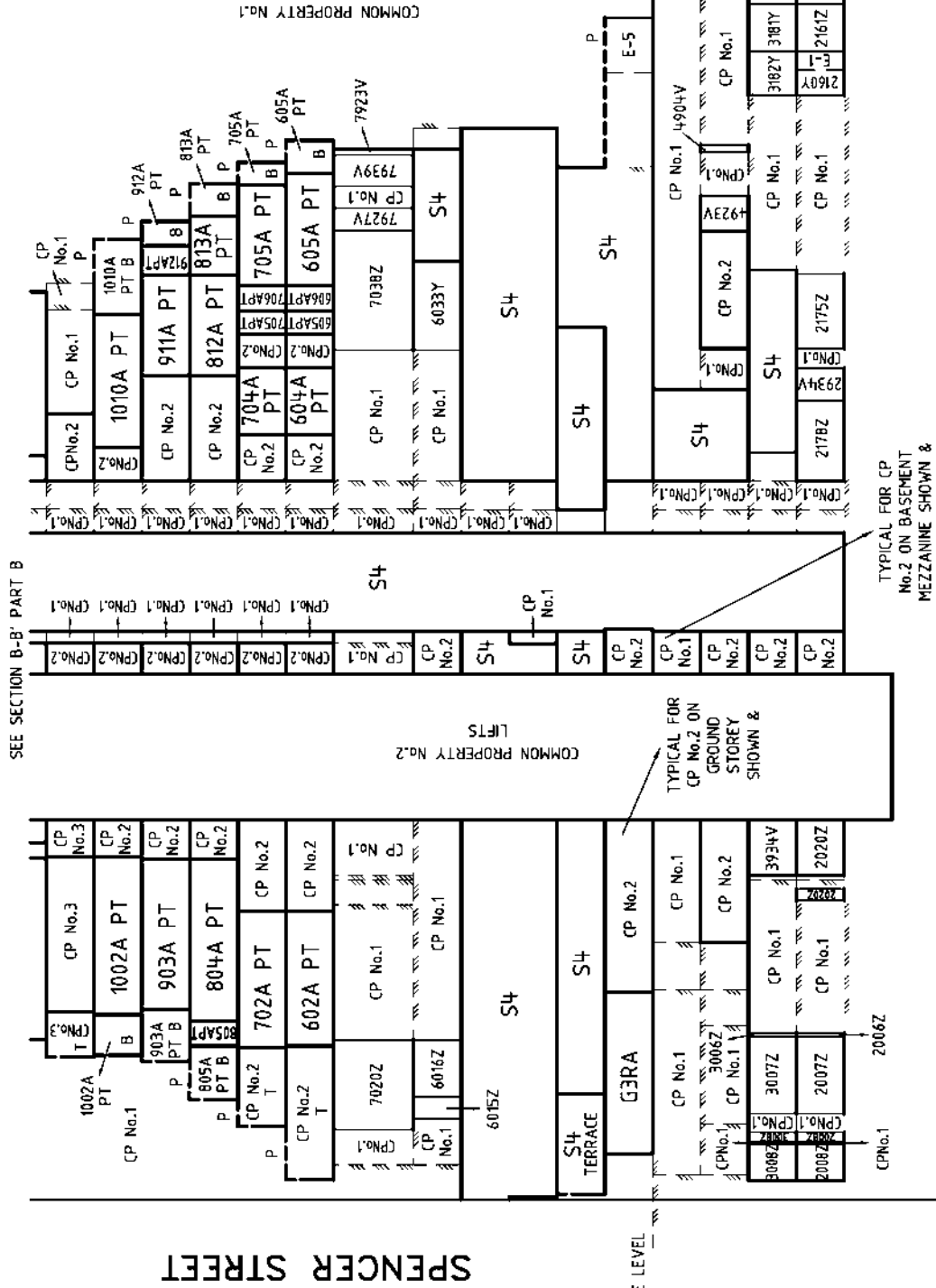
BASEMENT LEVEL 1
TYPICAL FOR LOTS ON THIS LEVEL,
EXCEPT FOR S4,

BASEMENT LEVEL 2
TYPICAL FOR LOTS ON THIS LEVEL,
EXCEPT FOR S4,

BASEMENT LEVEL 3
TYPICAL FOR LOTS ON THIS LEVEL,
EXCEPT FOR S4,

BASEMENT LEVEL 4

TOWER 1
SECTION B - B' (PART A)
NOT TO SCALE



SEE SECTION B-B' PART B

TYPICAL FOR CP
No.2 ON BASEMENT
MEZZANINE SHOWN &
COMMON PROPERTY No.1

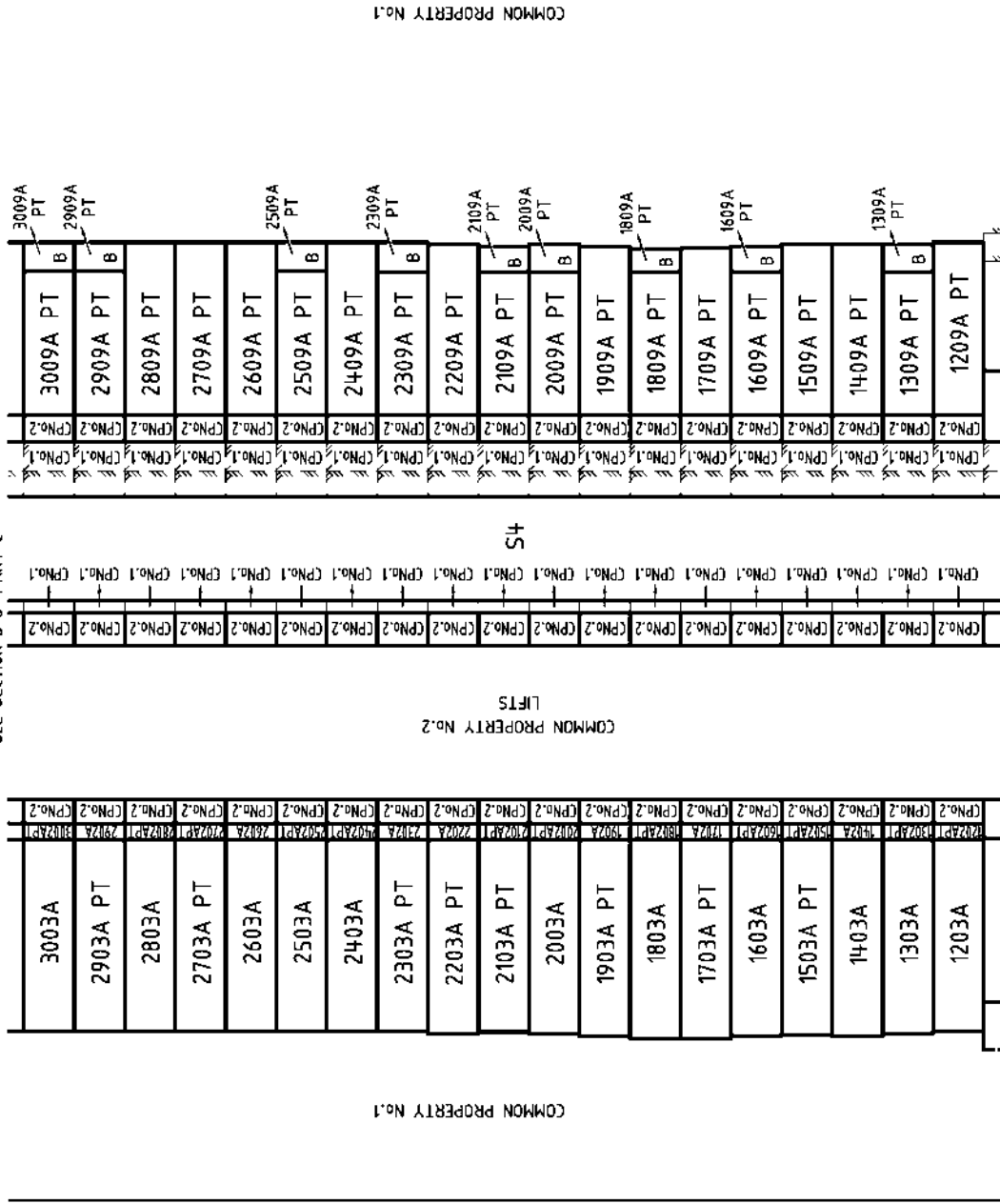
VERIS AUSTRALIA PTY LTD A GVE 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 6600 E melbourne@veris.com.au W www.veris.com.au	LICENSED SURVEYOR LACHLAN JAMES McCLEARY	SCALE N/A	ORIGINAL SHEET SIZE A3 SHEET 205
	DATE 15/06/23 VERSION C	REFERENCE 302547 DRAWING 30254711-AC	

PS 746092G

PLAN OF SUBDIVISION

THIRTY-FIRST STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 THIRTIETH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 TWENTY-NINTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 TWENTY-EIGHTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 TWENTY-SEVENTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 TWENTY-SIXTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 TWENTY-FIFTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 TWENTY-FOURTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 TWENTY-THIRD STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 TWENTIETH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 NINETEENTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 EIGHTEENTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 SEVENTEENTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 SIXTEENTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 FIFTEENTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 FOURTEENTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 THIRTEENTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 TWELFTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.

**TOWER 1
 SECTION B - B' (PART B)
 NOT TO SCALE**



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LICENSED SURVEYOR **LACHLAN JAMES McCLEARY**
 DATE **15/06/23** REFERENCE **302547**
 VERSION **C** DRAWING **30254711-AC**

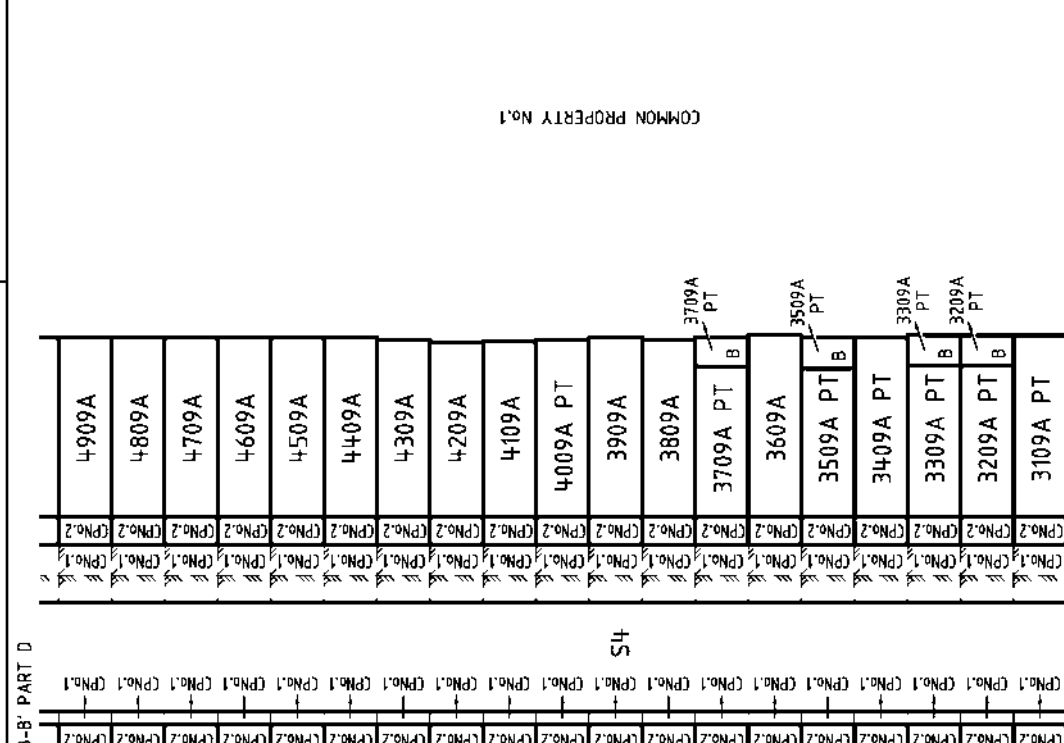
ORIGINAL SHEET SIZE A3
 SCALE N/A
 SHEET 206

PS 746092G

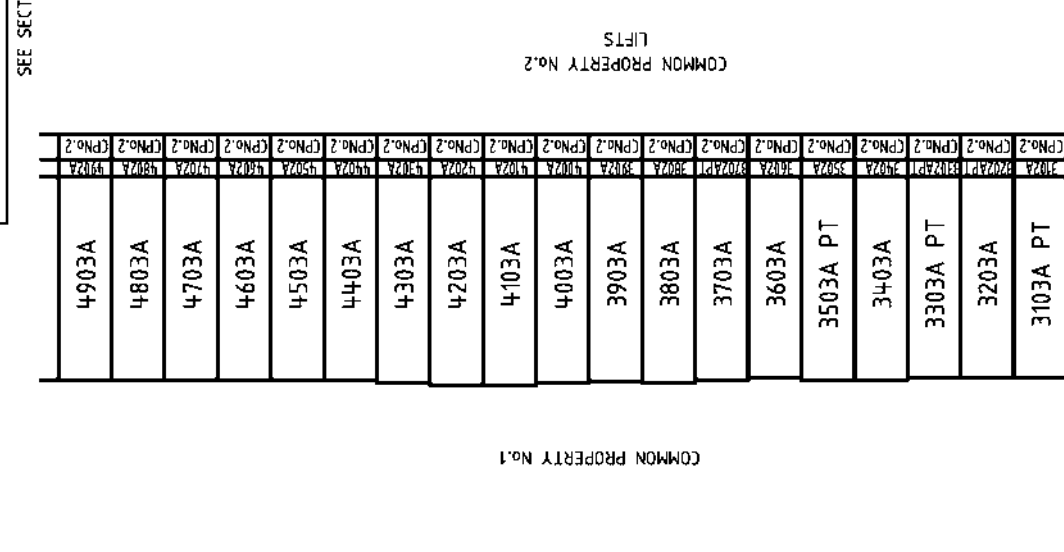
PLAN OF SUBDIVISION

FIFTIETH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 FORTY-NINTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 FORTY-EIGHTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 FORTY-SEVENTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 FORTY-SIXTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 FORTY-FIFTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 FORTY-FOURTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 FORTY-THIRD STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 FORTY-SECOND STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 FORTY-FIRST STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 THIRTY-NINTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 THIRTY-EIGHTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 THIRTY-SEVENTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 THIRTY-SIXTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 THIRTY-FIFTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 THIRTY-FOURTH STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 THIRTY-THIRD STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 THIRTY-SECOND STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.
 THIRTY-FIRST STOREY TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL, EXCEPT FOR S4.

SEE SECTION B-B' PART D



SEE SECTION B-B' PART B



SEE SECTION B-B' PART B

COMMON PROPERTY No.1

COMMON PROPERTY No.2

COMMON PROPERTY No.1

COMMON PROPERTY No.2

COMMON PROPERTY No.1

COMMON PROPERTY No.2

COMMON PROPERTY No.1

COMMON PROPERTY No.2

COMMON PROPERTY No.1

COMMON PROPERTY No.2

COMMON PROPERTY No.1

COMMON PROPERTY No.2

COMMON PROPERTY No.1

COMMON PROPERTY No.2

TOWER 1
 SECTION B - B' (PART C)
 NOT TO SCALE

SCALE N/A
 ORIGINAL SHEET SIZE A3
 SHEET 207

LICENSED SURVEYOR LACHLAN JAMES McCLEARY
 DATE 15/06/23
 VERSION C

REFERENCE 302547
 DRAWING 30254711-AC

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PLAN OF SUBDIVISION

SIXTY-NINTH STOREY

SIXTY-EIGHTH STOREY

SIXTY-SEVENTH STOREY

SIXTY-SIXTH STOREY

SIXTY-FIFTH STOREY

SIXTY-FOURTH STOREY

SIXTY-THIRD STOREY

SIXTY-SECOND STOREY

SIXTY-FIRST STOREY

SIXTIETH STOREY
TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL,
EXCEPT FOR S4.

FIFTY-NINTH STOREY
TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL,
EXCEPT FOR S4.

FIFTY-EIGHTH STOREY
TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL,
EXCEPT FOR S4.

FIFTY-SEVENTH STOREY
TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL,
EXCEPT FOR S4.

FIFTY-SIXTH STOREY
TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL,
EXCEPT FOR S4.

FIFTY-FIFTH STOREY
TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL,
EXCEPT FOR S4.

FIFTY-FOURTH STOREY
TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL,
EXCEPT FOR S4.

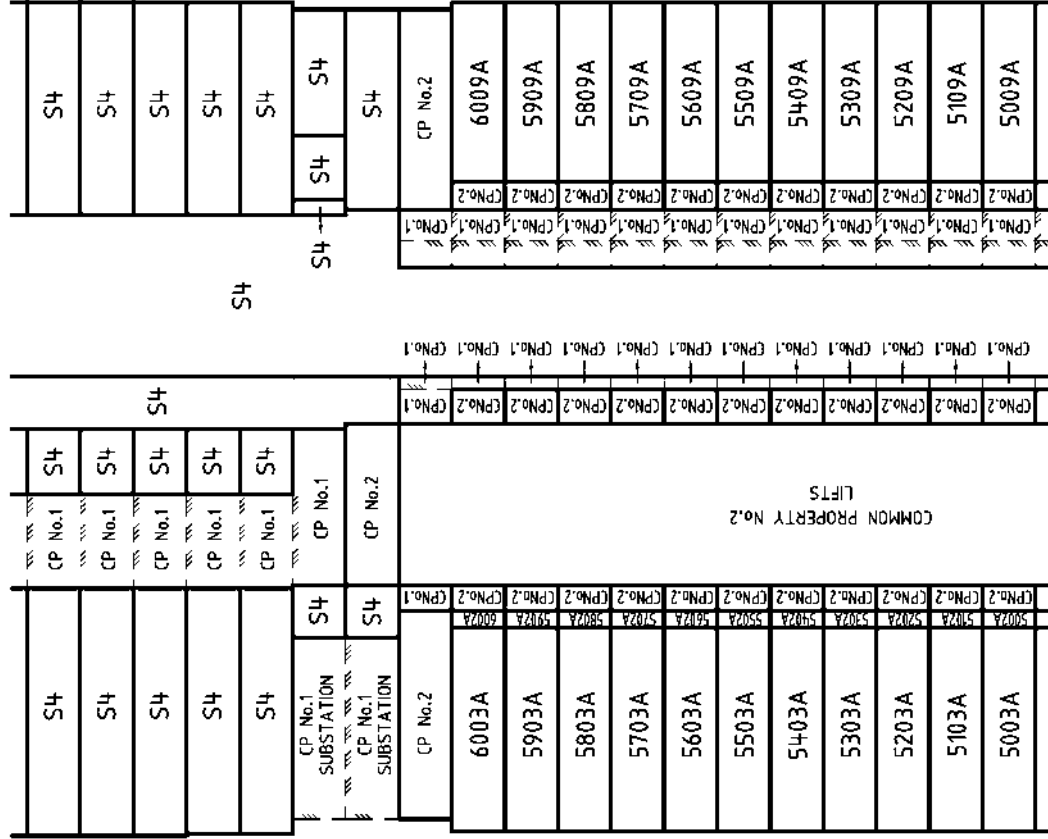
FIFTY-THIRD STOREY
TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL,
EXCEPT FOR S4.

FIFTY-SECOND STOREY
TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL,
EXCEPT FOR S4.

FIFTY-FIRST STOREY
TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL,
EXCEPT FOR S4.

FIFTIETH STOREY
TYPICAL FOR LOTS IN TOWER 1 ON THIS LEVEL,
EXCEPT FOR S4.

SPENCER STREET



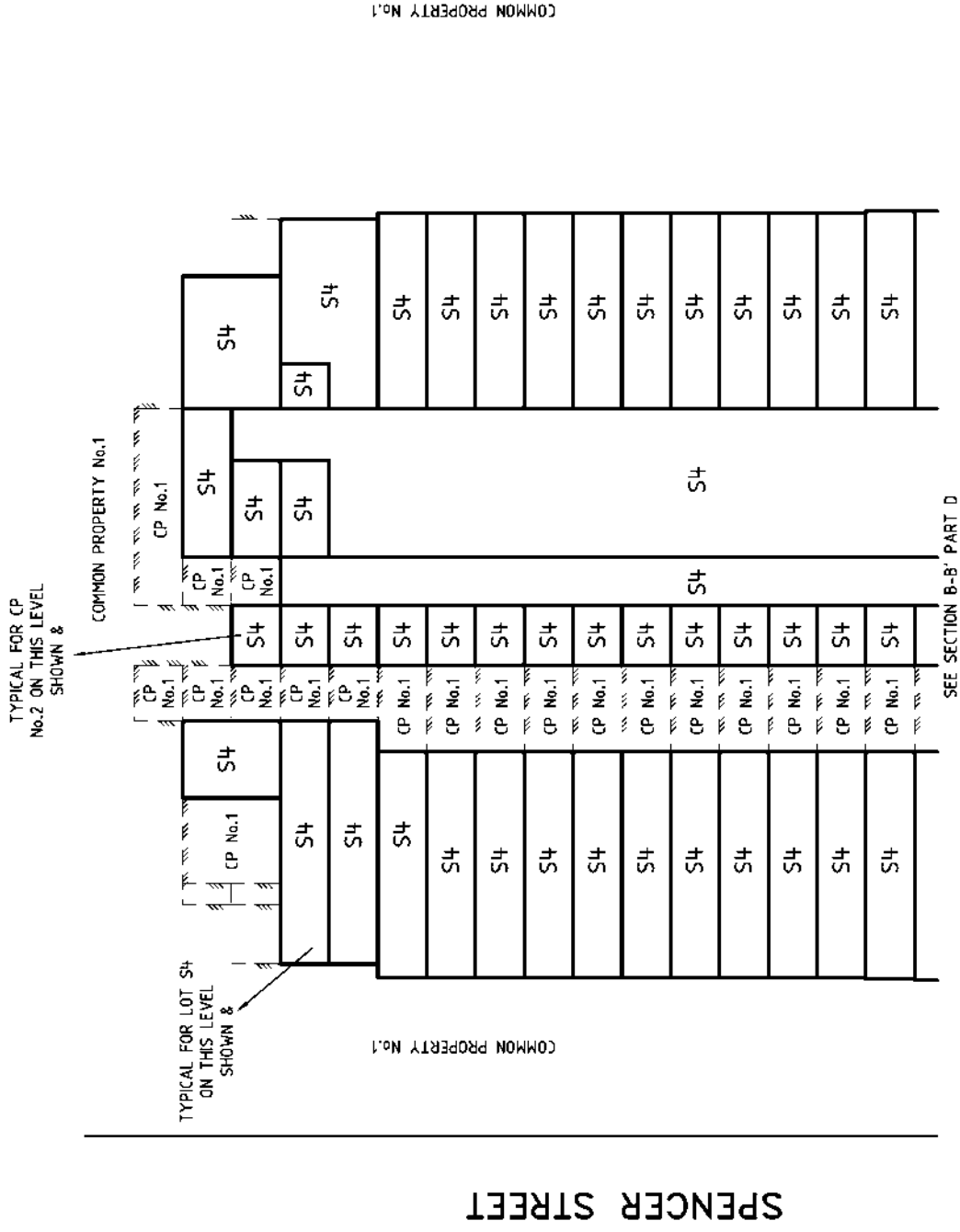
SEE SECTION B-B' PART C

TOWER 1
SECTION B - B' (PART D)
NOT TO SCALE

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	<p>DATE 15/06/23 VERSION C</p>	<p>REFERENCE 302547 DRAWING 30254711-AC</p>	

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PLAN OF SUBDIVISION



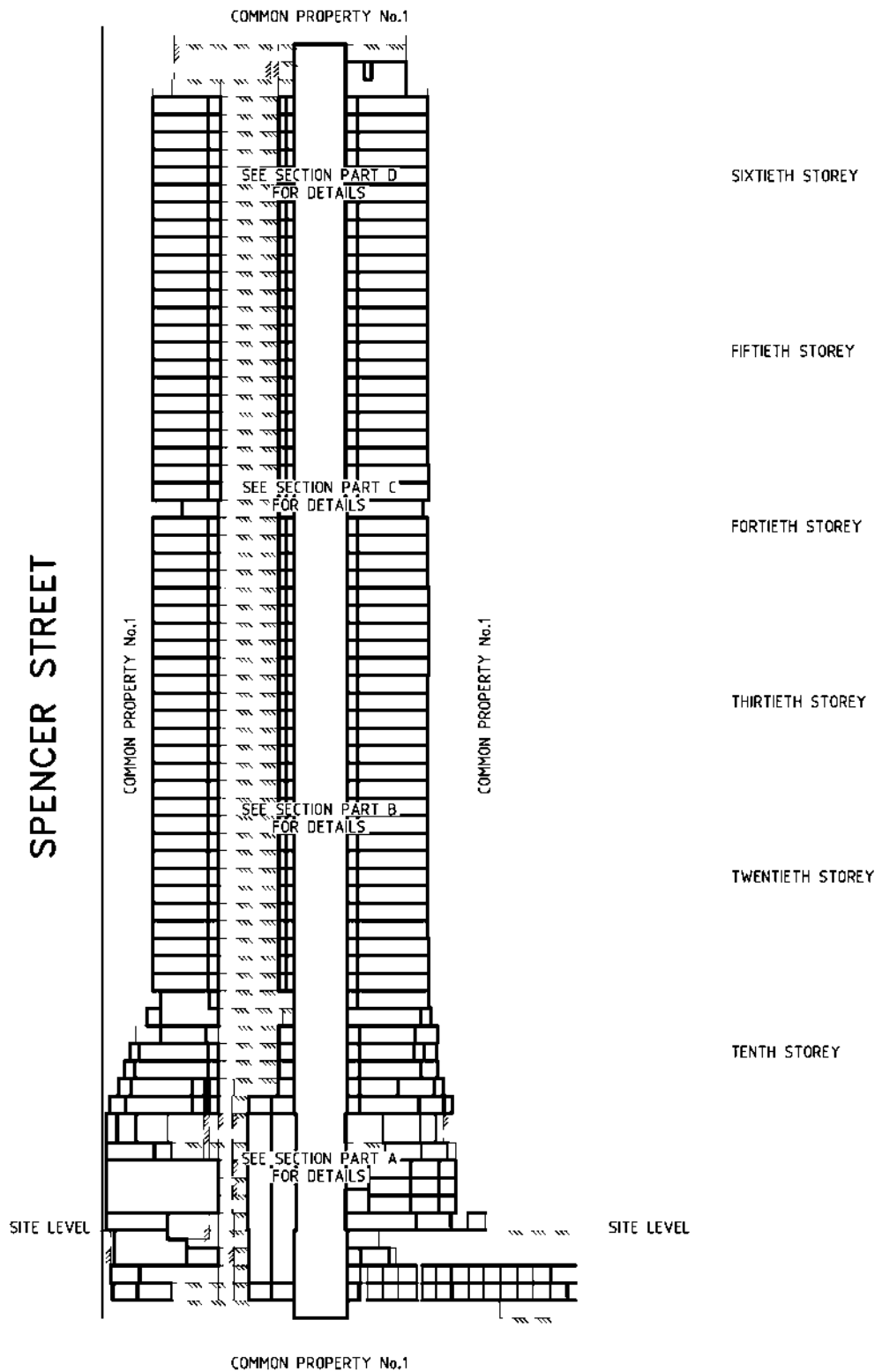
- EIGHTY-FOURTH / TOP MOST STOREY
- EIGHTY-THIRD STOREY
- EIGHTY-SECOND STOREY
- EIGHTY-FIRST STOREY
- EIGHTIETH STOREY
- SEVENTY-NINTH STOREY
- SEVENTY-EIGHTH STOREY
- SEVENTY-SEVENTH STOREY
- SEVENTY-SIXTH STOREY
- SEVENTY-FIFTH STOREY
- SEVENTY-FOURTH STOREY
- SEVENTY-THIRD STOREY
- SEVENTY-SECOND STOREY
- SEVENTY-FIRST STOREY
- SEVENTIETH STOREY
- SIXTY-NINTH STOREY

TOWER 1
SECTION B - B' (PART E)
NOT TO SCALE

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	<p>DATE 15/06/23 VERSION C</p>	<p>REFERENCE 302547 DRAWING 30254711-AC</p>	

PLAN OF SUBDIVISION

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**TOWER 2
SECTION A - A'
NOT TO SCALE**

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	N/A	<p>LENGTHS ARE IN METRES</p>
DATE	15/06/23	REFERENCE	302547	
VERSION	C	DRAWING	30254711-AC	SHEET 210



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PLAN OF SUBDIVISION

TWELFTH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

ELEVENTH STOREY

TENTH STOREY

NINTH STOREY

EIGHTH STOREY

SEVENTH STOREY

SIXTH STOREY

FIFTH STOREY

FOURTH STOREY

THIRD STOREY

SECOND STOREY

FIRST STOREY

GROUND STOREY

BASEMENT MEZZANINE LEVEL

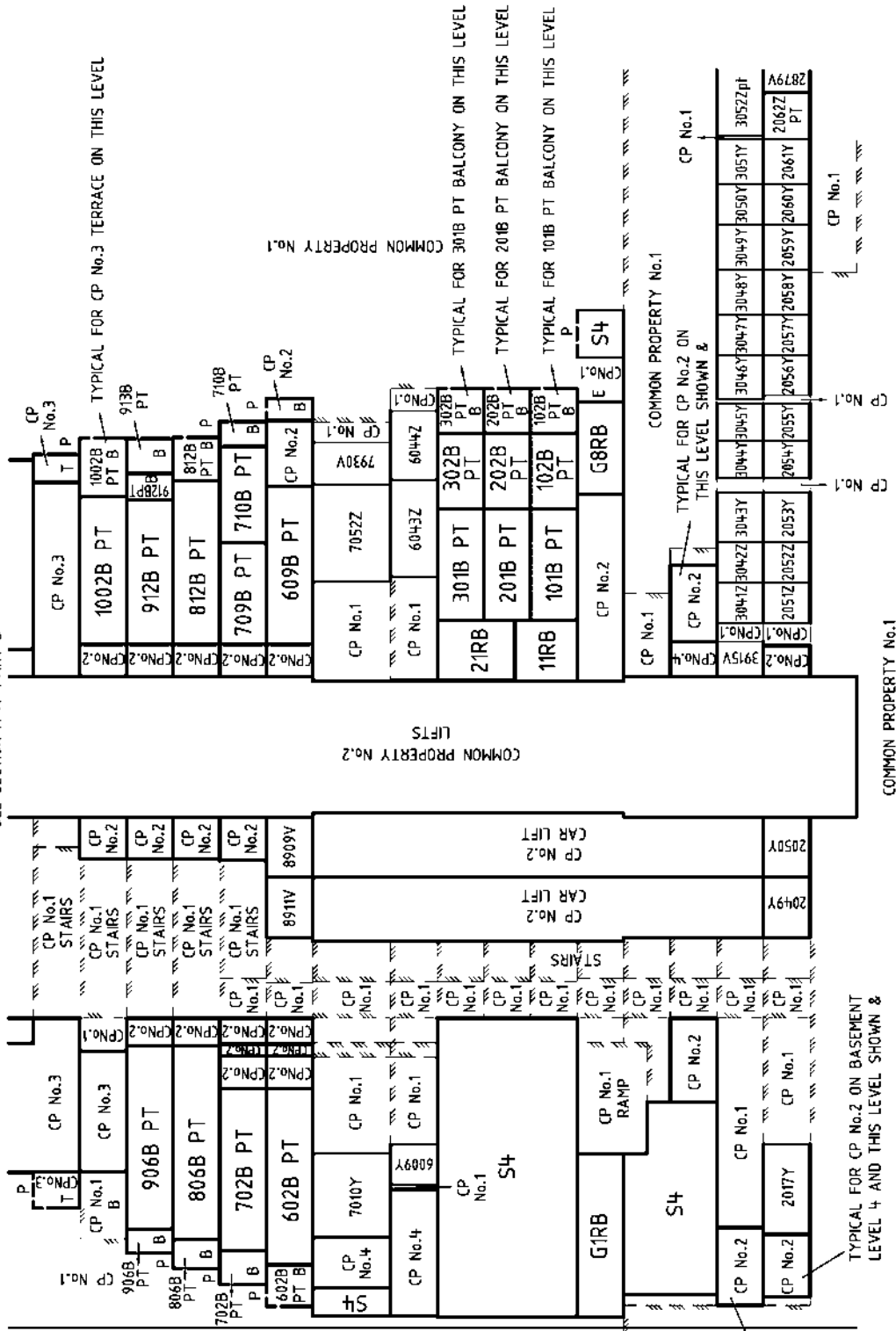
BASEMENT LEVEL 1

BASEMENT LEVEL 2

BASEMENT LEVEL 3

BASEMENT LEVEL 4

SEE SECTION A-A' PART B



TOWER 2
SECTION A - A' (PART A)
NOT TO SCALE

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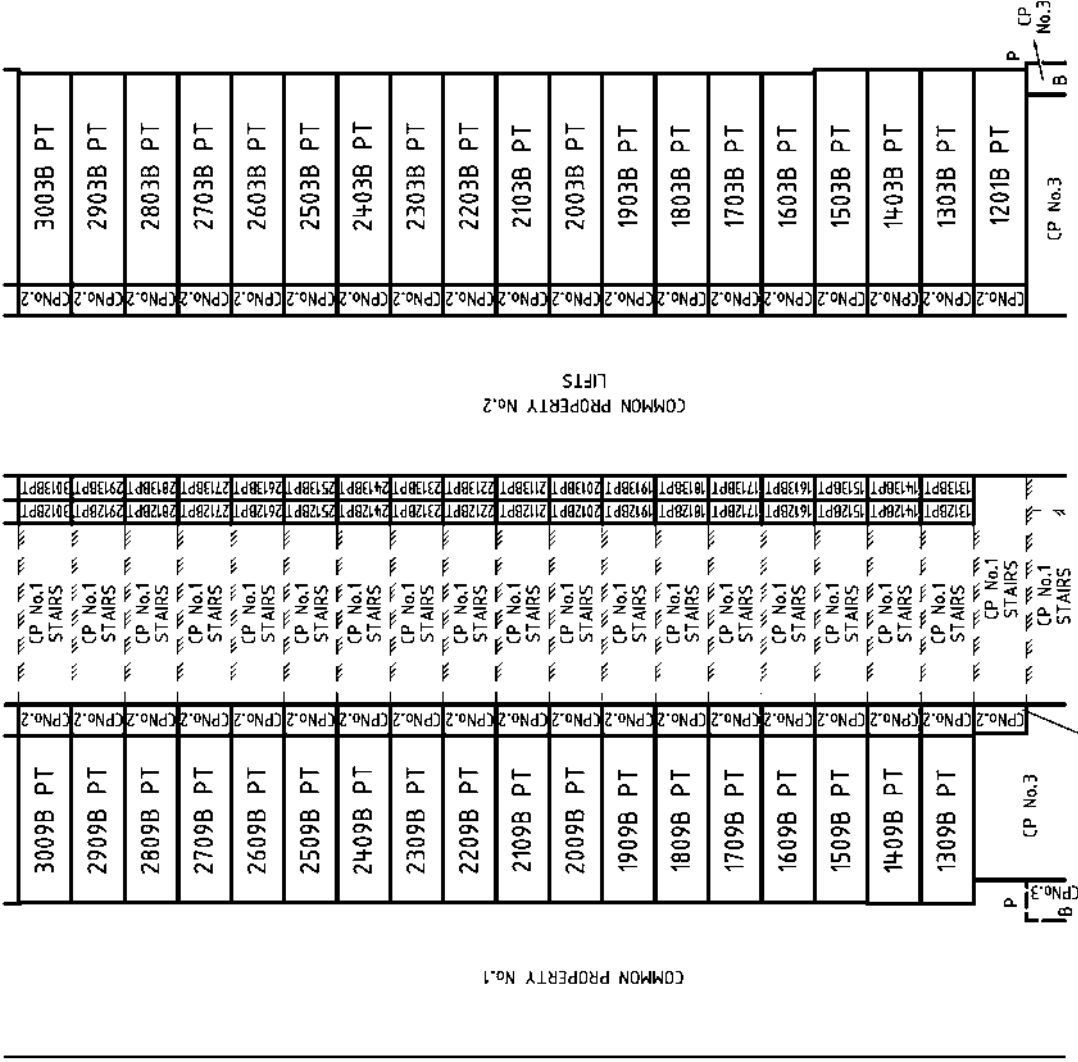
LICENSED SURVEYOR **LACHLAN JAMES McCLEARY**
DATE 15/06/23 REFERENCE 302547
VERSION C DRAWING 30254711-AC

SCALE N/A ORIGINAL SHEET SIZE A3 SHEET 211

PS 746092G

PLAN OF SUBDIVISION

SEE SECTION A-A' PART C



THIRTIETH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

TWENTY-NINTH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

TWENTY-EIGHTH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

TWENTY-SEVENTH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

TWENTY-SIXTH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

TWENTY-FIFTH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

TWENTY-FOURTH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

TWENTY-THIRD STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

TWENTY-SECOND STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

TWENTY-FIRST STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

TWENTIETH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

NINETEENTH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

EIGHTEENTH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

SEVENTEENTH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

SIXTEENTH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

FIFTEENTH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

FOURTEENTH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

THIRTEENTH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

TWELFTH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

SPENCER STREET

TOWER 2
SECTION A - A' (PART B)
NOT TO SCALE

TYPICAL FOR CP No.2 ON THIS LEVEL SHOWN &

SEE SECTION A-A' PART A

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DATE 15/06/23
VERSION C
REFERENCE 302547
DRAWING 30254711-AC

SCALE N/A
ORIGINAL SHEET SIZE A3
SHEET 212

COMMON PROPERTY No.1

COMMON PROPERTY No.2

COMMON PROPERTY No.1

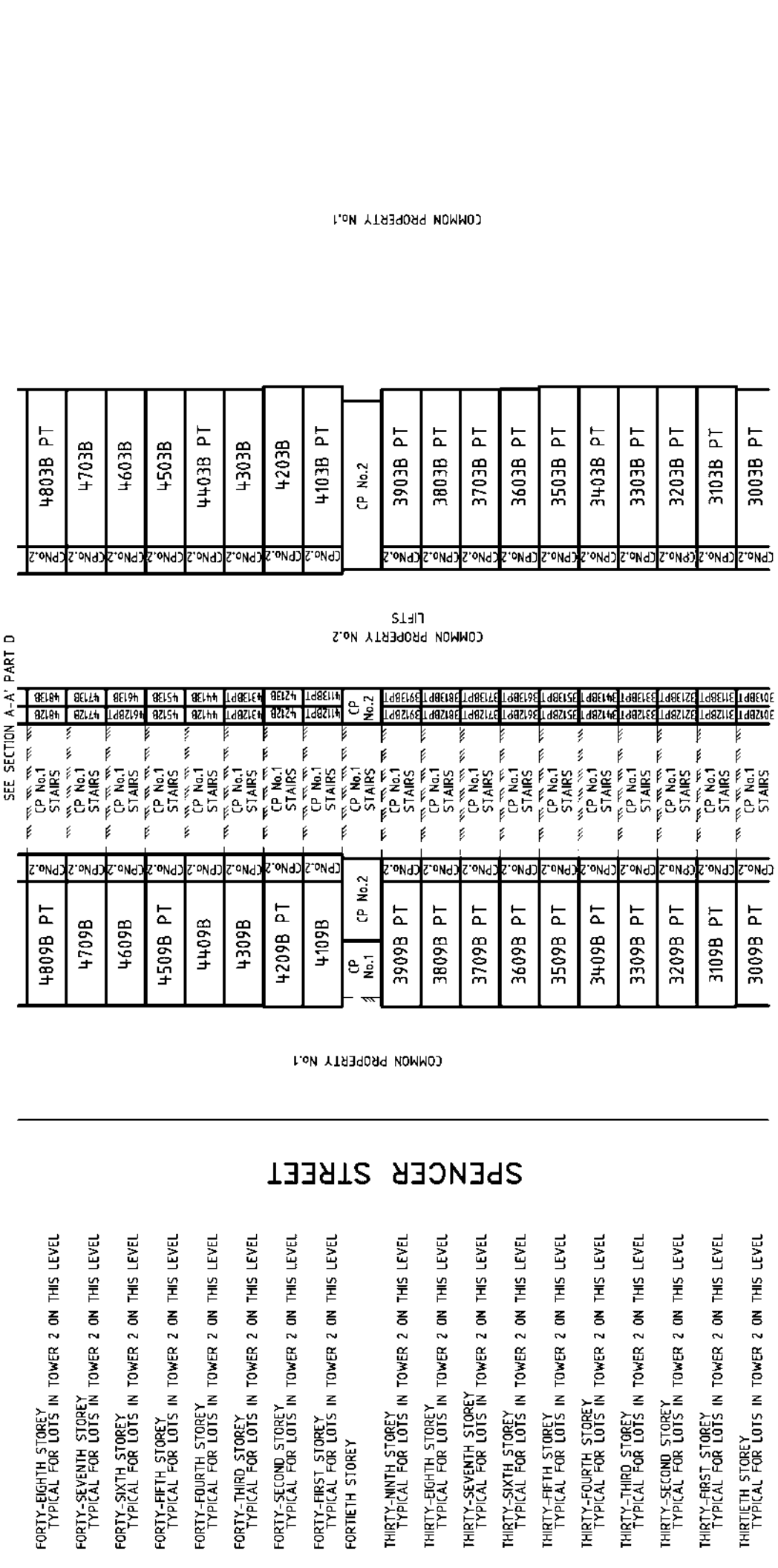
COMMON PROPERTY No.1

COMMON PROPERTY No.1

COMMON PROPERTY No.1

PLAN OF SUBDIVISION

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SECTION A - A' (PART C)

TOWER 2

NOT TO SCALE

SEE SECTION A-A' PART B

ORIGINAL SHEET SIZE A3
SCALE N/A
SHEET 213

LICENSED SURVEYOR **LACHLAN JAMES McCLEARY**

DATE 15/06/23 REFERENCE 302547
VERSION C DRAWING 30254711-AC

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PLAN OF SUBDIVISION

SIXTY-SEVENTH/TOPMOST STOREY

SIXTY-SIXTH STOREY

SIXTY-FIFTH STOREY

SIXTY-FOURTH STOREY

SIXTY-THIRD STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

SIXTY-SECOND STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

SIXTY-FIRST STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

SIXTIETH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

FIFTY-NINTH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

FIFTY-EIGHTH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

FIFTY-SEVENTH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

FIFTY-SIXTH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

FIFTY-FIFTH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

FIFTY-FOURTH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

FIFTY-THIRD STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

FIFTY-SECOND STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

FIFTY-FIRST STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

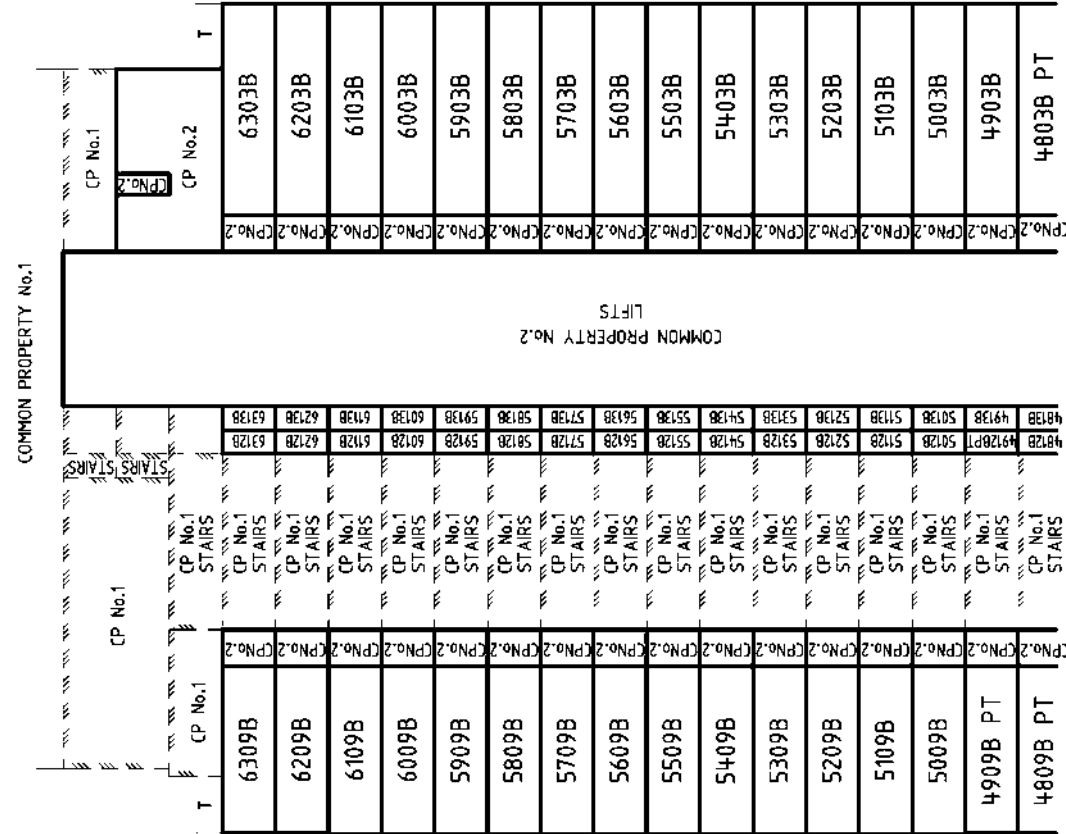
FIFTIETH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

FORTY-NINTH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

FORTY-EIGHTH STOREY
TYPICAL FOR LOTS IN TOWER 2 ON THIS LEVEL

SECTION A - A' (PART D)
NOT TO SCALE

SPENCER STREET



COMMON PROPERTY No.1

SEE SECTION A-A' PART C



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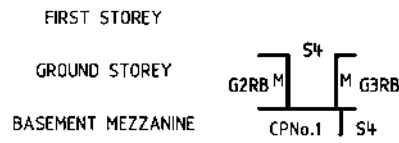
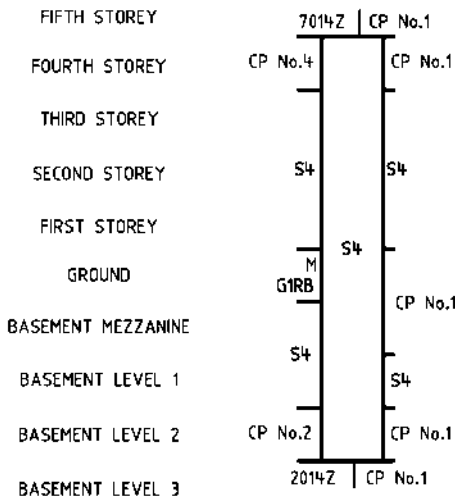
LICENSED SURVEYOR LACHLAN JAMES McCLEARY

DATE 15/06/23
VERSION C
REFERENCE 302547
DRAWING 30254711-AC

SCALE	N/A	ORIGINAL SHEET SIZE A3
		SHEET 214

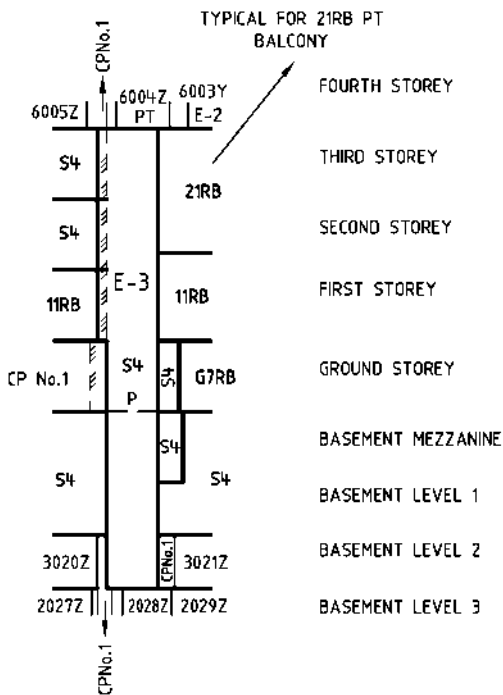
PLAN OF SUBDIVISION

PS 746092G



SECTION 2B - 2B'
NOT TO SCALE

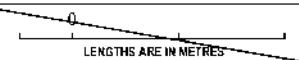
SECTION 2A - 2A'
NOT TO SCALE



SECTION 2C - 2C'
NOT TO SCALE

LICENSED SURVEYOR **LACHLAN JAMES McCLEARY**

SCALE
N/A



DATE 15/06/23

REFERENCE 302547

ORIGINAL SHEET SIZE A3

VERSION C

DRAWING 30254711-AC

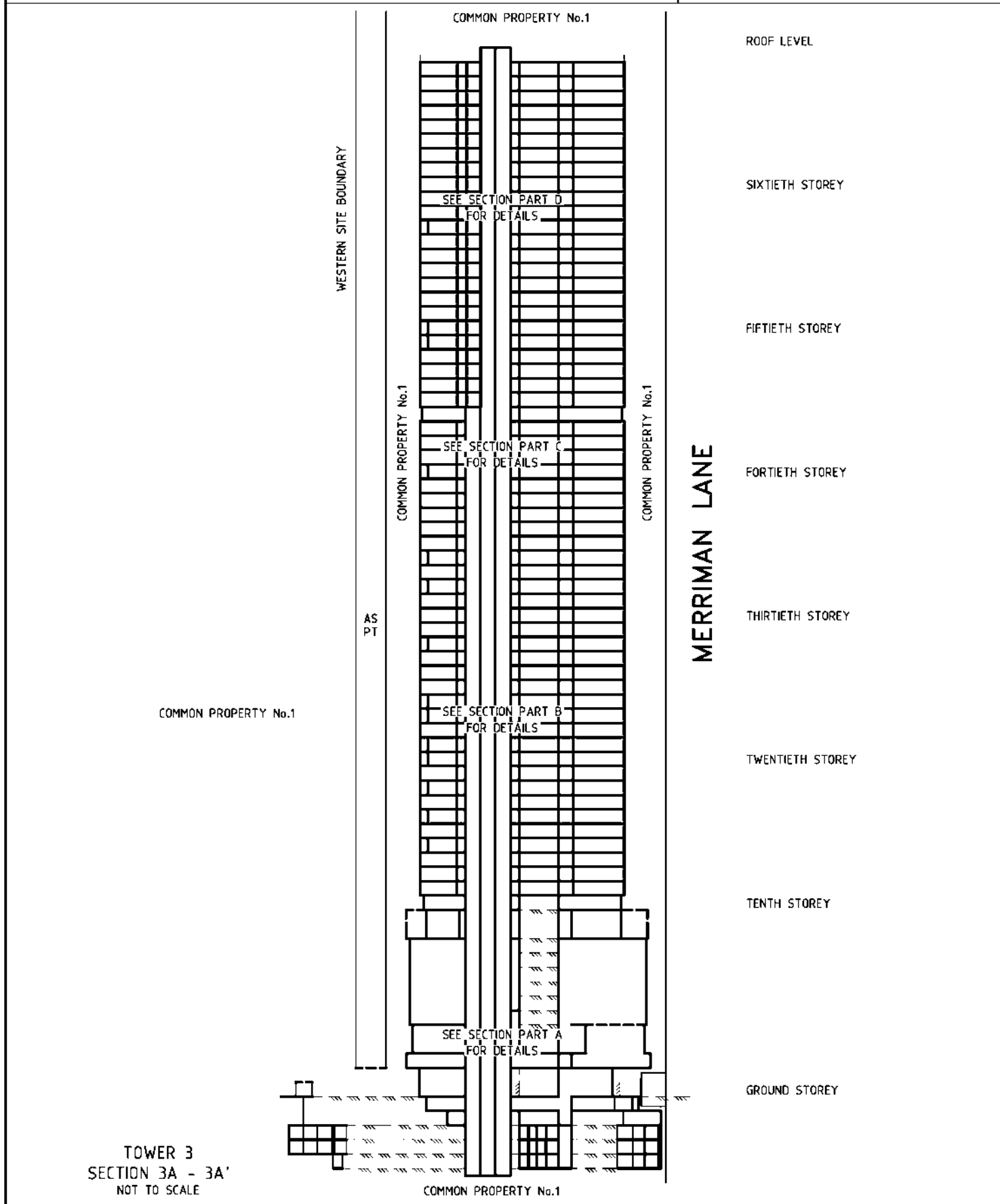
SHEET 215




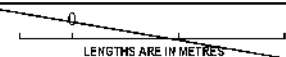
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PLAN OF SUBDIVISION

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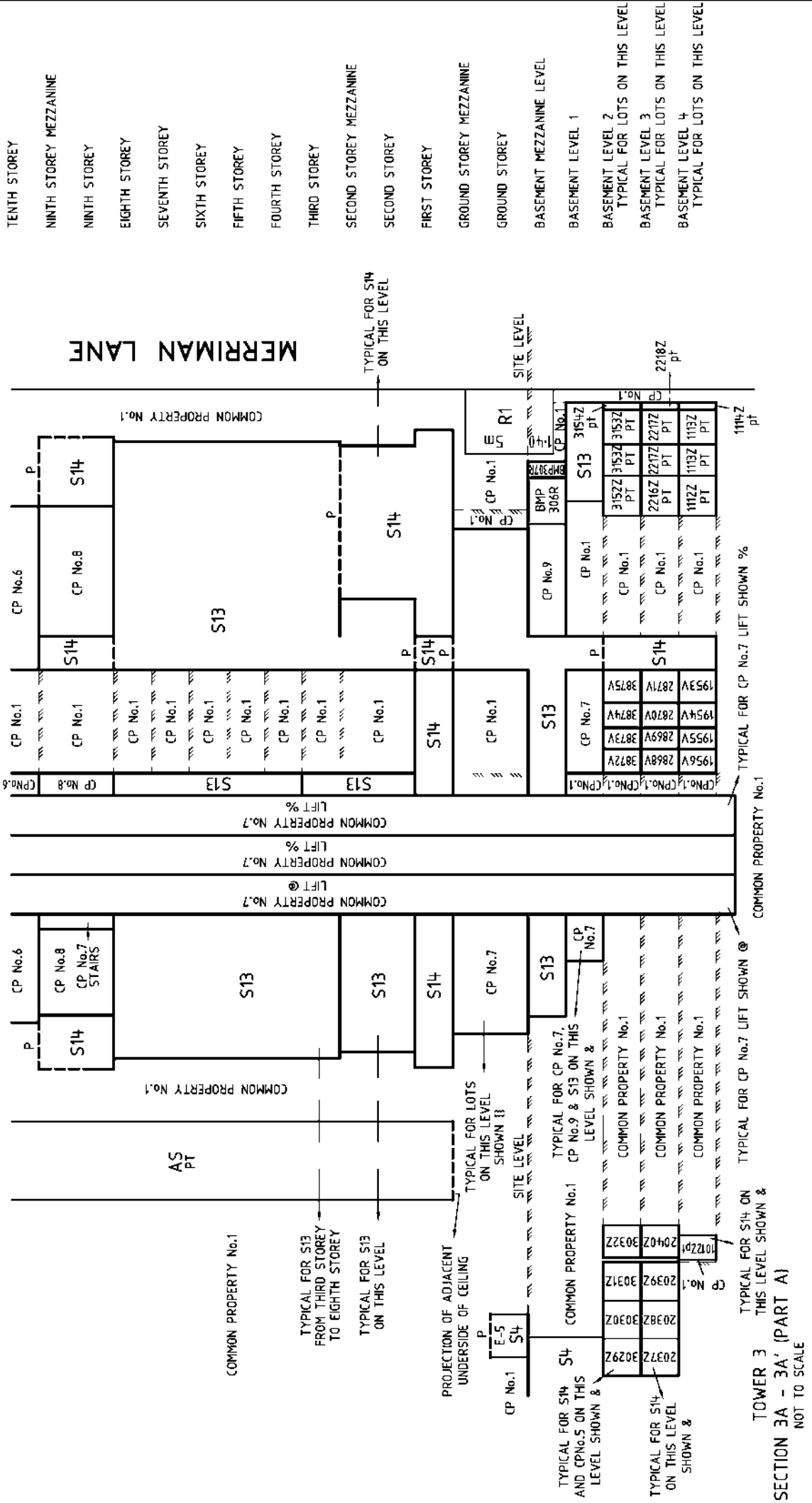
TOWER 3
SECTION 3A - 3A'
NOT TO SCALE

 <p>VERIS AUSTRALIA PTY LTD A Level 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 4400 E info@veris.com.au W www.veris.com.au</p>	LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	N/A	 <p>LENGTHS ARE IN METRES</p>	
	DATE	15/06/23	REFERENCE	302547		ORIGINAL SHEET SIZE A3
	VERSION	C	DRAWING	30254711-AC	SHEET	216

PLAN OF SUBDIVISION

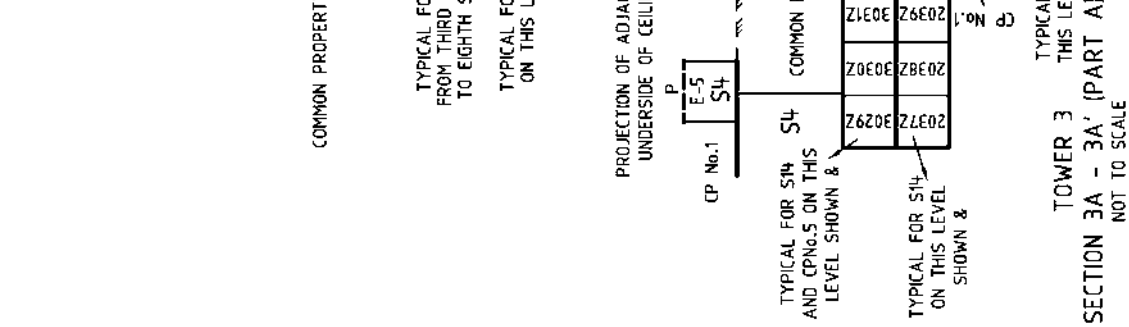
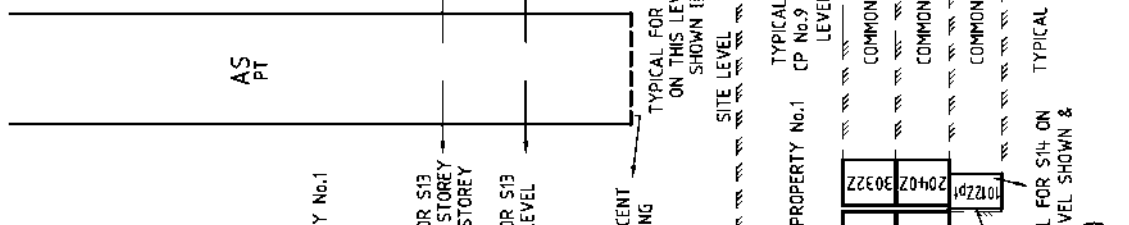
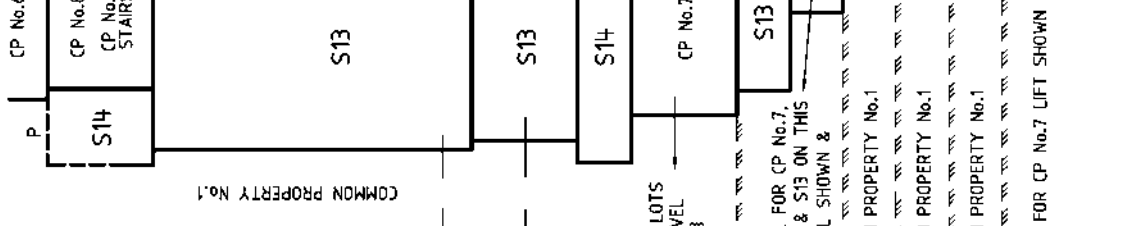
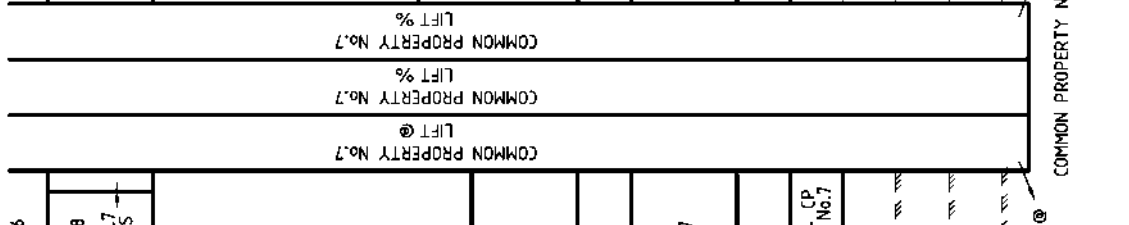
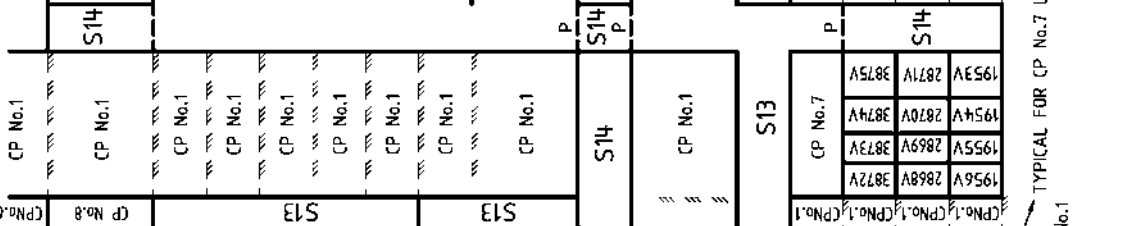
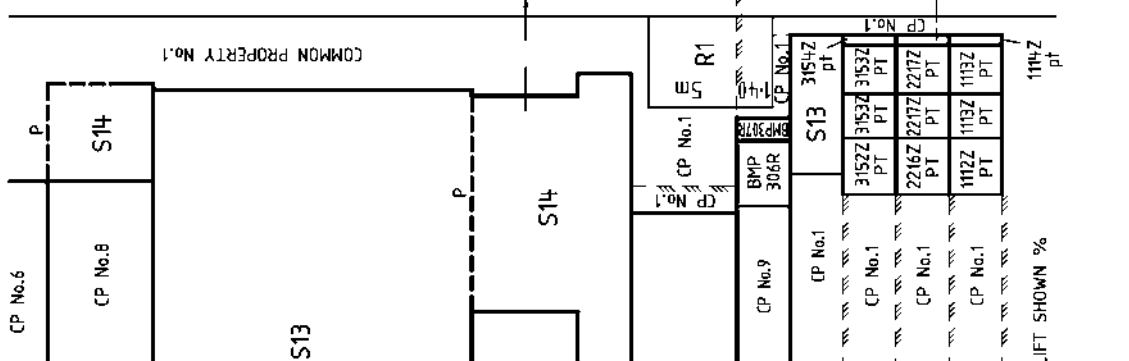
PS 746092G

SEE SECTION 3A-3A' (PART B) FOR CONTINUATION



TENTH STOREY
NINTH STOREY MEZZANINE
NINTH STOREY
EIGHTH STOREY
SEVENTH STOREY
SIXTH STOREY
FIFTH STOREY
FOURTH STOREY
THIRD STOREY
SECOND STOREY MEZZANINE
SECOND STOREY
FIRST STOREY
GROUND STOREY MEZZANINE
GROUND STOREY
BASEMENT MEZZANINE LEVEL
BASEMENT LEVEL 1
BASEMENT LEVEL 2
TYPICAL FOR LOTS ON THIS LEVEL
BASEMENT LEVEL 3
TYPICAL FOR LOTS ON THIS LEVEL
BASEMENT LEVEL 4
TYPICAL FOR LOTS ON THIS LEVEL

MERRIMAN LANE



<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p> <p>DATE 15/06/23</p> <p>VERSION C</p>		<p>SCALE N/A</p> <p>SHEET 217</p>
<p>REFERENCE 302547</p> <p>DRAWING 30254711-AC</p>		<p>ORIGINAL SHEET SIZE A3</p>
<p>VERIS AUSTRALIA PTY LTD A CVR 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 0400 E melbourne@veris.com.au W www.veris.com.au</p>		

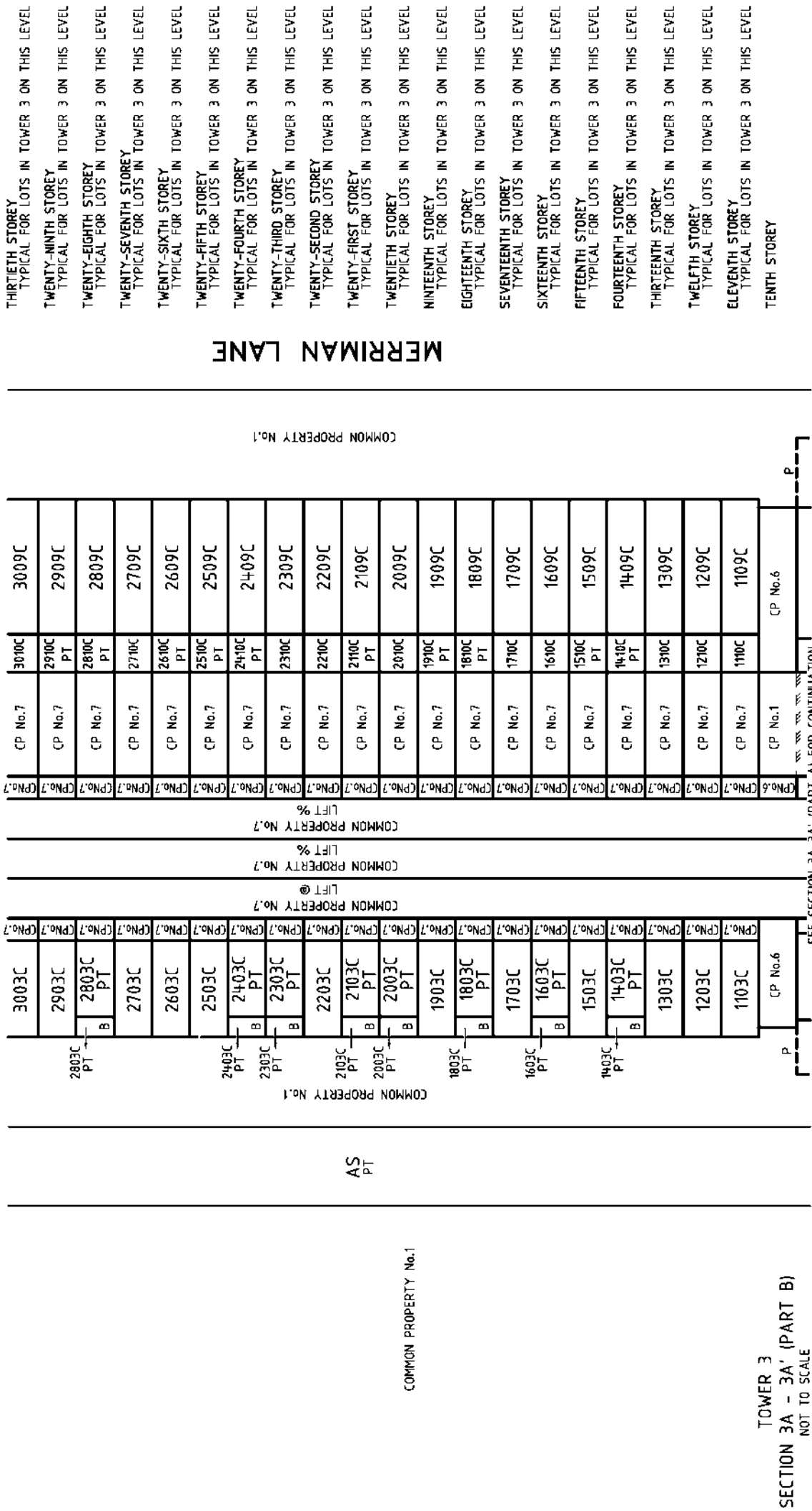


TOWER 3
SECTION 3A - 3A' (PART A)
NOT TO SCALE

PLAN OF SUBDIVISION

PS 746092G

SEE SECTION 3A-3A' (PART C) FOR CONTINUATION



MERRIMAN LANE

- THIRTIETH STOREY
TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- TWENTY-NINTH STOREY
TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- TWENTY-EIGHTH STOREY
TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- TWENTY-SEVENTH STOREY
TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- TWENTY-SIXTH STOREY
TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- TWENTY-FIFTH STOREY
TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- TWENTY-FOURTH STOREY
TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- TWENTY-THIRD STOREY
TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- TWENTY-SECOND STOREY
TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- TWENTY-FIRST STOREY
TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- TWENTIETH STOREY
TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- NINETEENTH STOREY
TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- EIGHTEENTH STOREY
TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- SEVENTEENTH STOREY
TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- SIXTEENTH STOREY
TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- FIFTEENTH STOREY
TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- FOURTEENTH STOREY
TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- THIRTEENTH STOREY
TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- TWELFTH STOREY
TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- ELEVENTH STOREY
TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- TENTH STOREY

<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p> <p>DATE 15/06/23</p> <p>VERSION C</p>	<p>REFERENCE 302547</p> <p>DRAWING 30254711-AC</p>	<p>SCALE N/A</p> <p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 218</p>
--	--	--

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TOWER 3
SECTION 3A - 3A' (PART B)
NOT TO SCALE

COMMON PROPERTY No.1

AS PT

PLAN OF SUBDIVISION

PS 746092G

SEE SECTION 3A-3A' (PART D) FOR CONTINUATION

5003C PT	B	5003C PT	CP No.7	5010C PT	5009C	COMMON PROPERTY No.1 MERRIMAN LANE COMMON PROPERTY No.1
4903C PT	B	4903C PT	CP No.7	4910C	4909C	
	B	4803C	CP No.7	4810C	4809C	
	B	4703C	CP No.7	4710C	4709C	
	B	4603C	CP No.7	4610C	4609C	
	B	4503C	CP No.7	4510C	4509C	
	B	CP No.7	CP No.7		CP No.7	
	B	4303C	CP No.7	4310C	4309C	
	B	4203C	CP No.7	4210C PT	4209C	
	B	4103C	CP No.7	4110C	4109C	
	B	4003C PT	CP No.7	4010C PT	4009C	
	B	3903C	CP No.7	3910C	3909C	
	B	3803C	CP No.7	3810C	3809C	
	B	3703C	CP No.7	3710C	3709C	
	B	3603C	CP No.7	3610C PT	3609C	
	B	3503C	CP No.7	3510C	3509C	
	B	3403C PT	CP No.7	3410C PT	3409C	
	B	3303C	CP No.7	3310C PT	3309C	
	B	3203C PT	CP No.7	3210C PT	3209C	
	B	3103C	CP No.7	3110C	3109C	
	B	3003C	CP No.7	3010C	3009C	

SEE SECTION 3A-3A' (PART B) FOR CONTINUATION

SEE SECTION 3A-3A' (PART D) FOR CONTINUATION

5003C PT	B	5003C PT	CP No.7	5010C PT	5009C	COMMON PROPERTY No.1 MERRIMAN LANE COMMON PROPERTY No.1
4903C PT	B	4903C PT	CP No.7	4910C	4909C	
	B	4803C	CP No.7	4810C	4809C	
	B	4703C	CP No.7	4710C	4709C	
	B	4603C	CP No.7	4610C	4609C	
	B	4503C	CP No.7	4510C	4509C	
	B	CP No.7	CP No.7		CP No.7	
	B	4303C	CP No.7	4310C	4309C	
	B	4203C	CP No.7	4210C PT	4209C	
	B	4103C	CP No.7	4110C	4109C	
	B	4003C PT	CP No.7	4010C PT	4009C	
	B	3903C	CP No.7	3910C	3909C	
	B	3803C	CP No.7	3810C	3809C	
	B	3703C	CP No.7	3710C	3709C	
	B	3603C	CP No.7	3610C PT	3609C	
	B	3503C	CP No.7	3510C	3509C	
	B	3403C PT	CP No.7	3410C PT	3409C	
	B	3303C	CP No.7	3310C PT	3309C	
	B	3203C PT	CP No.7	3210C PT	3209C	
	B	3103C	CP No.7	3110C	3109C	
	B	3003C	CP No.7	3010C	3009C	

SEE SECTION 3A-3A' (PART B) FOR CONTINUATION

SCALE	N/A	ORIGINAL SHEET SIZE A3
		SHEET 219

LENGTHS ARE IN METRES

0


LICENSED SURVEYOR **LACHLAN JAMES McCLEARY**

DATE 15/06/23

VERSION C

REFERENCE 302547

DRAWING 30254711-AC



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TOWER 3

SECTION 3A - 3A' (PART C)

NOT TO SCALE

COMMON PROPERTY No.1

AS PT

5003C

PT

4903C

PT

4803C

PT

4703C

PT

4603C

PT

4503C

PT

4403C

PT

4303C

PT

4203C

PT

4103C

PT

4003C

PT

3903C

PT

3803C

PT

3703C

PT

3603C

PT

3503C

PT

3403C

PT

3303C

PT

3203C

PT

3103C

PT

3003C

PT

PLAN OF SUBDIVISION

PS 746092G

COMMON PROPERTY No.1

6803C	5002C	CP No.7	6810C	6809C
6703C	5102C	CP No.7	6710C	6709C
6603C	5202C	CP No.7	6610C	6609C
6503C	5302C	CP No.7	6510C	6509C
6403C	5402C	CP No.7	6410C	6409C
6303C	5502C	CP No.7	6310C	6309C
6203C	5602C	CP No.7	6210C	6209C
6103C	5702C	CP No.7	6110C	6109C
6003C	5802C	CP No.7	6010C	6009C
5903C	5902C	CP No.7	5910C	5909C
5803C	5002C	CP No.7	5810C	5809C
5703C PT	5102C	CP No.7	5710C	5709C
5603C	5202C	CP No.7	5610C	5609C
5503C	5302C	CP No.7	5510C	5509C
5403C	5402C	CP No.7	5410C PT	5409C
5303C	5502C	CP No.7	5310C	5309C
5203C	5602C	CP No.7	5210C PT	5209C
5103C	5702C	CP No.7	5110C	5109C
5003C PT	5802C	CP No.7	5010C PT	5009C

COMMON PROPERTY No.1

AS
PT

WESTERN SITE BOUNDARY

COMMON PROPERTY No.1

COMMON PROPERTY No.7

COMMON PROPERTY No.7

COMMON PROPERTY No.7

COMMON PROPERTY No.1

MERRIMAN LANE

ROOF LEVEL

- SIXTY-EIGHTH STOREY TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- SIXTY-SEVENTH STOREY TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- SIXTY-SIXTH STOREY TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- SIXTY-FIFTH STOREY TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- SIXTY-FOURTH STOREY TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- SIXTY-THIRD STOREY TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- SIXTY-SECOND STOREY TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- SIXTY-FIRST STOREY TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- SIXTIETH STOREY TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- FIFTY-NINTH STOREY TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- FIFTY-EIGHTH STOREY TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- FIFTY-SEVENTH STOREY TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- FIFTY-SIXTH STOREY TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- FIFTY-FIFTH STOREY TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- FIFTY-FOURTH STOREY TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- FIFTY-THIRD STOREY TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- FIFTY-SECOND STOREY TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- FIFTY-FIRST STOREY TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL
- FIFTIETH STOREY TYPICAL FOR LOTS IN TOWER 3 ON THIS LEVEL

SCALE N/A ORIGINAL SHEET SIZE A3 SHEET 220

LENGTHS ARE IN METRES

0

SEE SECTION 3A-3A' (PART C) FOR CONTINUATION

LICENSED SURVEYOR LACHLAN JAMES McCLEARY

DATE 15/06/23 REFERENCE 302547

VERSION C DRAWING 30254711-AC

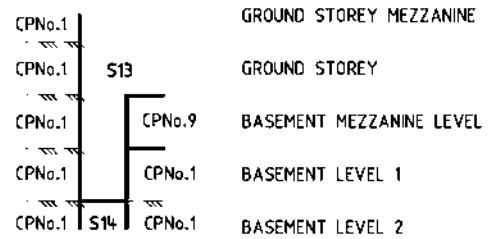
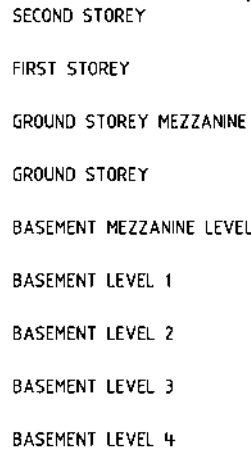
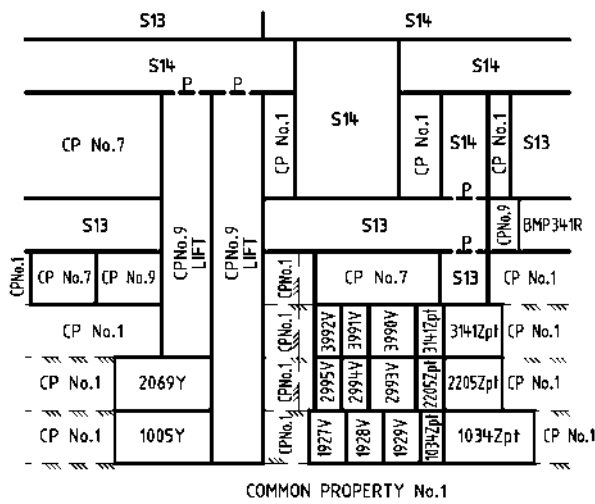
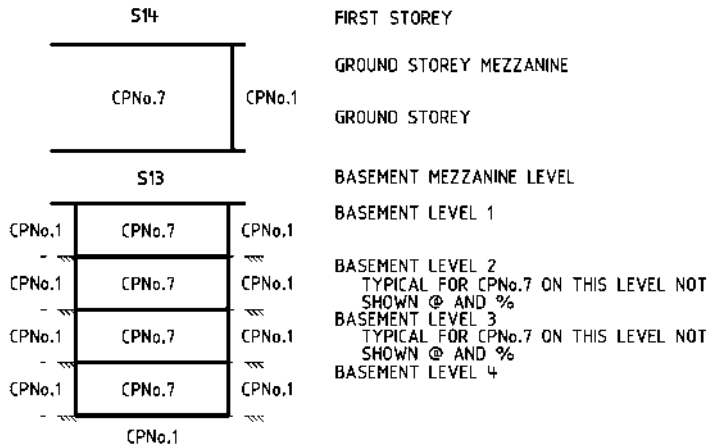
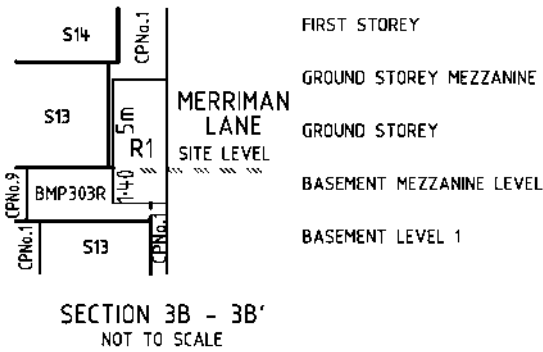
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TOWER 3
SECTION 3A - 3A' (PART D)
NOT TO SCALE

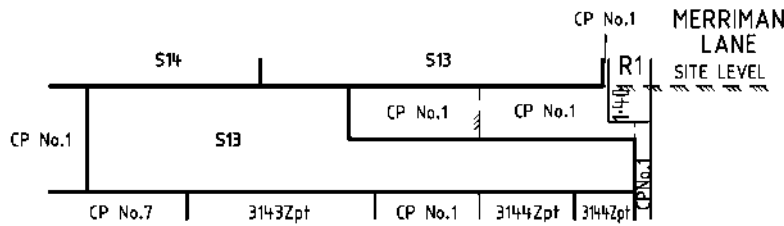
PLAN OF SUBDIVISION

PS 746092G



SECTION 3D - 3D'
NOT TO SCALE

SECTION 3F - 3F'
NOT TO SCALE



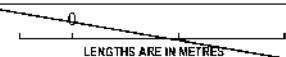
SECTION 3E - 3E'
NOT TO SCALE



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LICENSED SURVEYOR LACHLAN JAMES McCLEARY

SCALE
N/A



DATE 15/06/23

REFERENCE 302547

ORIGINAL SHEET SIZE A3

VERSION C

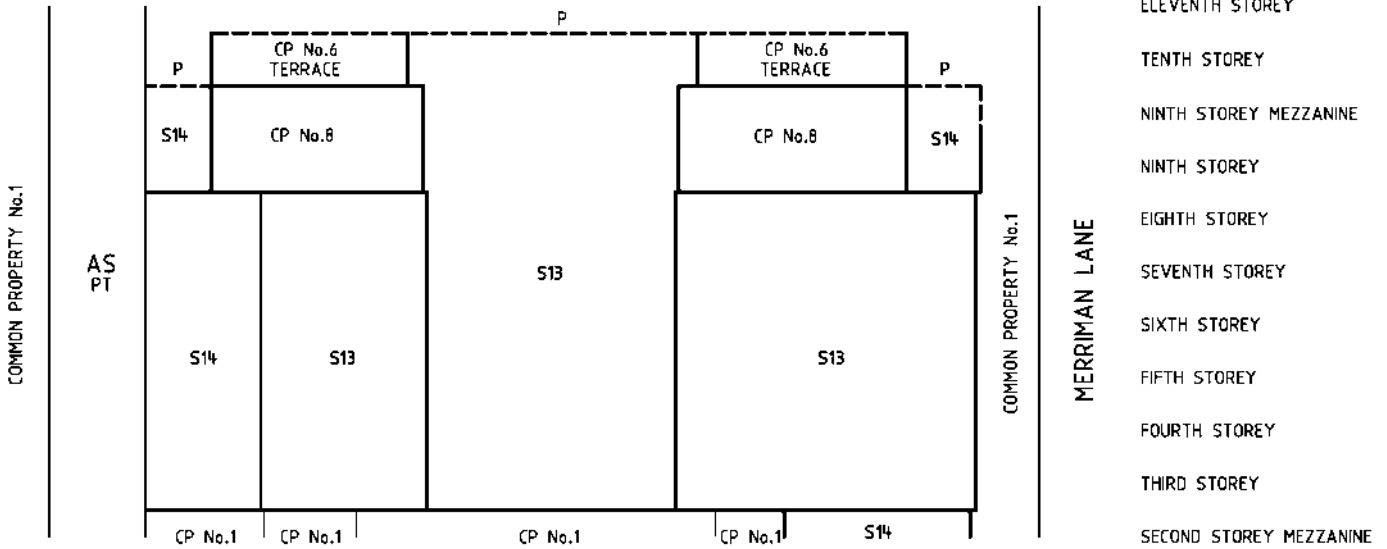
DRAWING 30254711-AC

SHEET 221

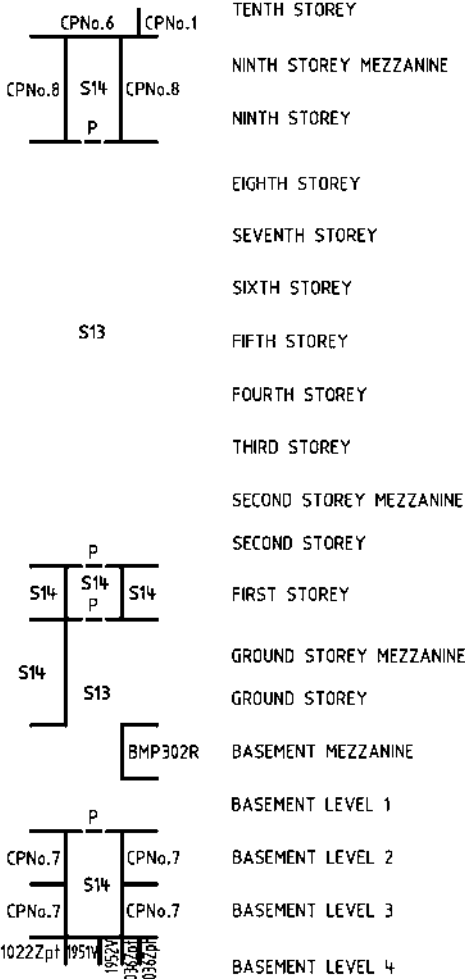
PLAN OF SUBDIVISION

PS 746092G

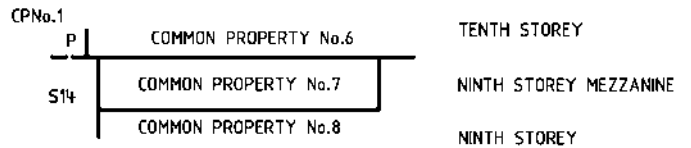
COMMON PROPERTY No.1



SECTION 3G - 3G'
NOT TO SCALE



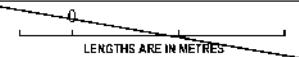
SECTION 3H - 3H'
NOT TO SCALE



SECTION 3J - 3J'
NOT TO SCALE

LICENSED SURVEYOR LACHLAN JAMES McCLEARY

SCALE
N/A



DATE 15/06/23

REFERENCE 302547

ORIGINAL SHEET SIZE A3

VERSION C

DRAWING 30254711-AC

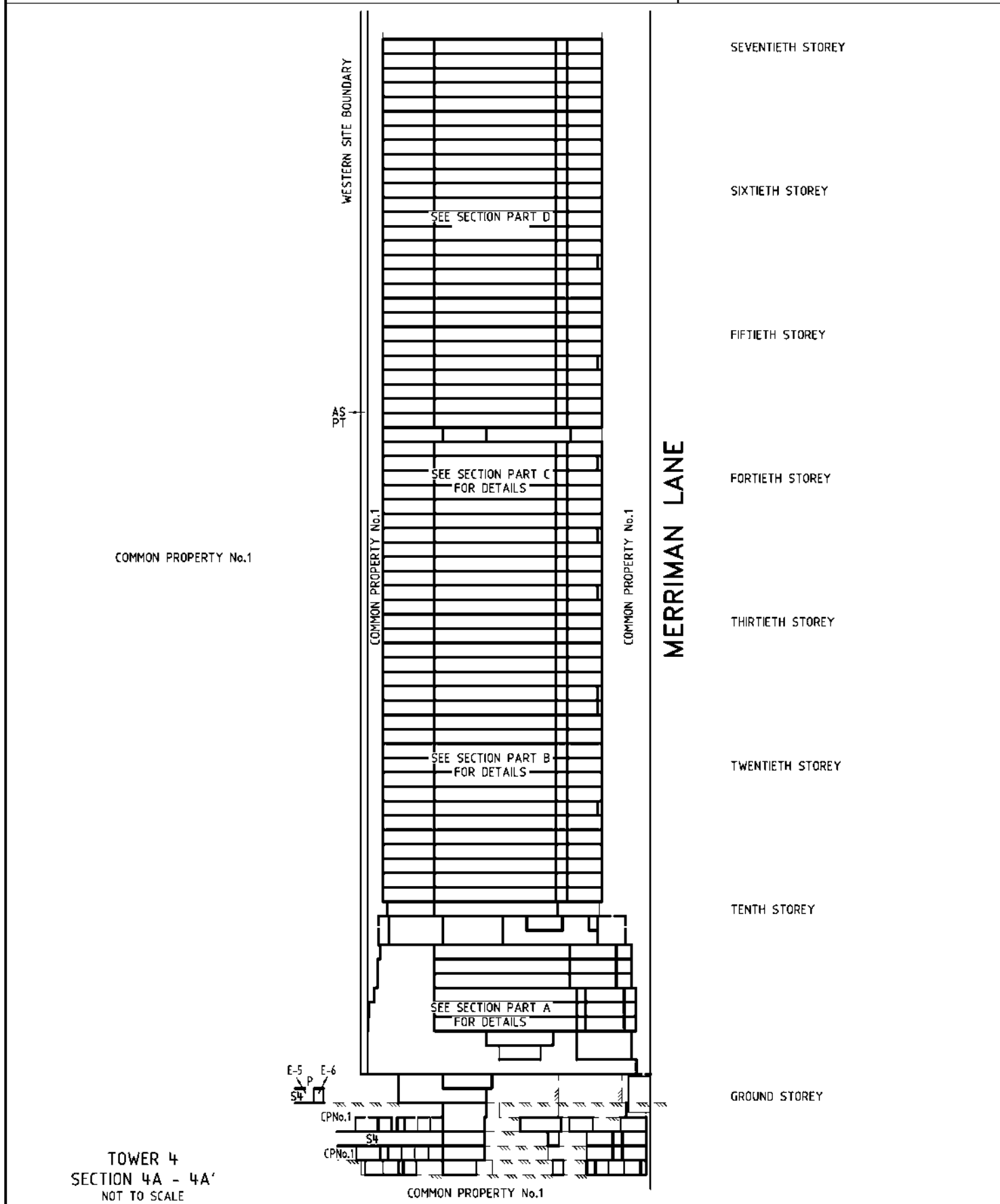
SHEET 222





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PLAN OF SUBDIVISION

PS 746092G



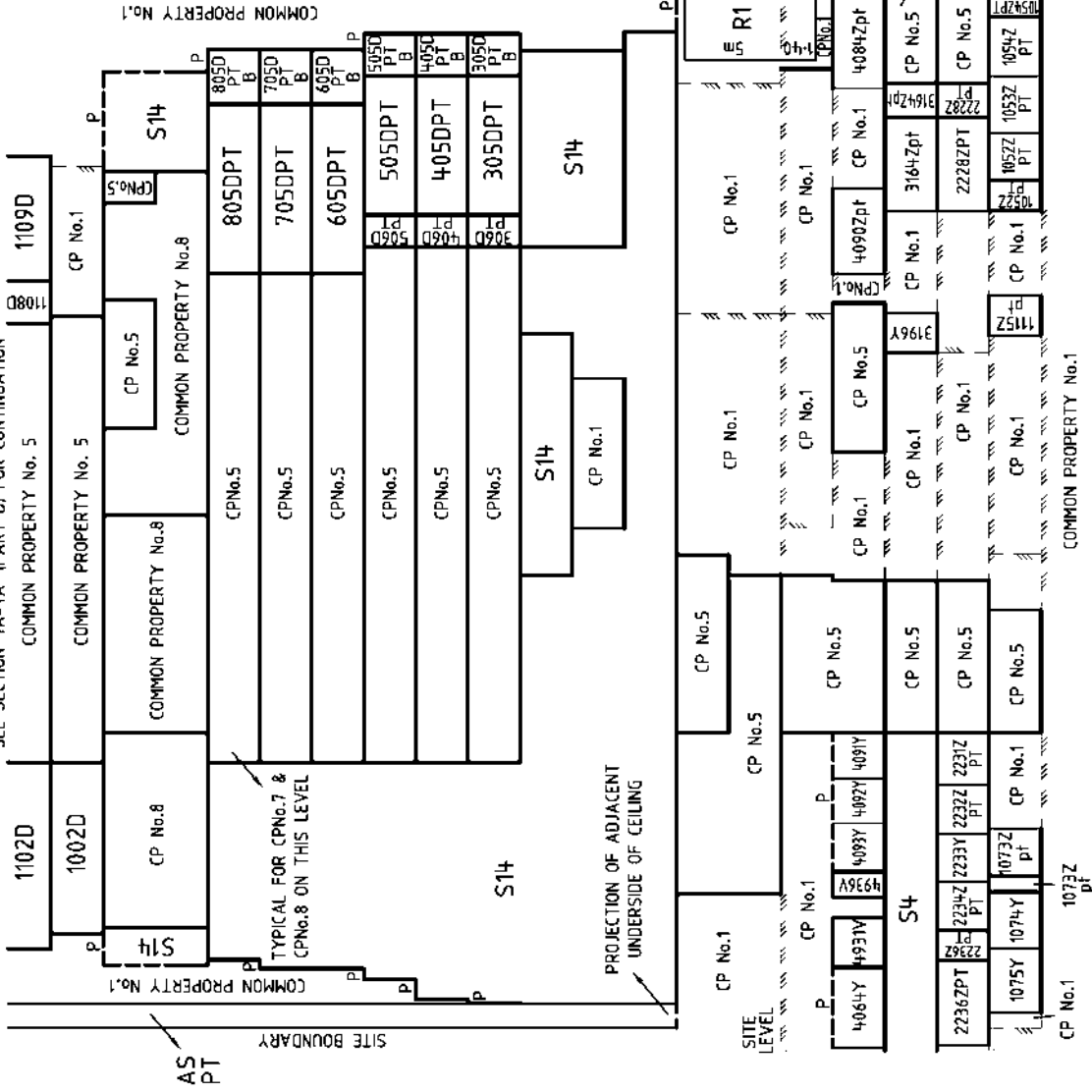
**TOWER 4
SECTION 4A - 4A'**
NOT TO SCALE

 <p>VERIS AUSTRALIA PTY LTD A Level 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 8400 E info@veris.com.au W www.veris.com.au</p>	LICENSED SURVEYOR LACHLAN JAMES McCLEARY	SCALE N/A	 <p>LENGTHS ARE IN METRES</p>
	DATE 15/06/23	REFERENCE 302547	
	VERSION C	DRAWING 30254711-AC	SHEET 223

PLAN OF SUBDIVISION

PS 746092G

SEE SECTION 4A-4A' (PART B) FOR CONTINUATION



ELEVENTH STOREY
TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL
CP No. 5 TYPICAL FOR CP No. 5 ON THIS LEVEL SHOWN &
TENTH STOREY

NINTH STOREY MEZZANINE

NINTH STOREY

EIGHTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

SEVENTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

SIXTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

FIFTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

FOURTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

THIRD STOREY
TYPICAL FOR LOTS ON THIS LEVEL

SECOND STOREY MEZZANINE

SECOND STOREY

FIRST STOREY

GROUND STOREY MEZZANINE

GROUND STOREY

BASEMENT MEZZANINE

BASEMENT LEVEL 1

BASEMENT LEVEL 2

BASEMENT LEVEL 3

BASEMENT LEVEL 4

TYPICAL FOR CP
No. 5 ON THIS
LEVEL SHOWN &

SECTION 4A - 4A' (PART A)
NOT TO SCALE

SCALE N/A ORIGINAL SHEET SIZE A3 SHEET 224



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LICENSED SURVEYOR LACHLAN JAMES MCCLEARY
DATE 15/06/23 REFERENCE 302547
VERSION C DRAWING 30254711-AC

PLAN OF SUBDIVISION

PS 746092G

SEE SECTION 4A-4A' (PART C) FOR CONTINUATION

3002D	COMMON PROPERTY No. 5	3009D	COMMON PROPERTY No. 5
2902D	COMMON PROPERTY No. 5	2909D	COMMON PROPERTY No. 5
2802D	COMMON PROPERTY No. 5	2809D PT	COMMON PROPERTY No. 5
2702D	COMMON PROPERTY No. 5	2709D	COMMON PROPERTY No. 5
2602D	COMMON PROPERTY No. 5	2609D	COMMON PROPERTY No. 5
2502D	COMMON PROPERTY No. 5	2509D PT	COMMON PROPERTY No. 5
2402D	COMMON PROPERTY No. 5	2409D PT	COMMON PROPERTY No. 5
2302D	COMMON PROPERTY No. 5	2309D	COMMON PROPERTY No. 5
2202D	COMMON PROPERTY No. 5	2209D	COMMON PROPERTY No. 5
2102D	COMMON PROPERTY No. 5	2109D	COMMON PROPERTY No. 5
2002D	COMMON PROPERTY No. 5	2009D	COMMON PROPERTY No. 5
1902D	COMMON PROPERTY No. 5	1909D PT	COMMON PROPERTY No. 5
1802D	COMMON PROPERTY No. 5	1809D	COMMON PROPERTY No. 5
1702D	COMMON PROPERTY No. 5	1709D PT	COMMON PROPERTY No. 5
1602D	COMMON PROPERTY No. 5	1609D	COMMON PROPERTY No. 5
1502D	COMMON PROPERTY No. 5	1509D	COMMON PROPERTY No. 5
1402D	COMMON PROPERTY No. 5	1409D	COMMON PROPERTY No. 5
1302D	COMMON PROPERTY No. 5	1309D PT	COMMON PROPERTY No. 5
1202D	COMMON PROPERTY No. 5	1209D	COMMON PROPERTY No. 5
1102D	COMMON PROPERTY No. 5	1109D	COMMON PROPERTY No. 5
1002D	COMMON PROPERTY No. 5		COMMON PROPERTY No. 5

COMMON PROPERTY No.1

AS PT

SITE BOUNDARY

COMMON PROPERTY No.1

COMMON PROPERTY No.1

COMMON PROPERTY No.1

COMMON PROPERTY No.1

MERRIMAN LANE

THIRTIETH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL SHOWN & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 TWENTY-NINTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL SHOWN & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 TWENTY-EIGHTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL SHOWN & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 TWENTY-SEVENTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL SHOWN & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 TWENTY-SIXTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL SHOWN & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 TWENTY-FIFTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL SHOWN & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 TWENTY-FOURTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL SHOWN & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 TWENTY-THIRD STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL SHOWN & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 TWENTY-SECOND STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL SHOWN & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 TWENTY-FIRST STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL SHOWN & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 TWENTIETH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL SHOWN & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 NINETEENTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL SHOWN & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 EIGHTEENTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL SHOWN & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 SEVENTEENTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL SHOWN & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 SIXTEENTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL SHOWN & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 FIFTEENTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL SHOWN & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 FOURTEENTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL SHOWN & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 THIRTEENTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL SHOWN & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 TWELFTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL SHOWN & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 ELEVENTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL SHOWN & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 TENTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL SHOWN & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &

SECTION 4A - 4A' (PART B)
NOT TO SCALE

SCALE	N/A	ORIGINAL SHEET SIZE A3
		SHEET 225

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY
DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

VERIS

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PLAN OF SUBDIVISION

PS 746092G

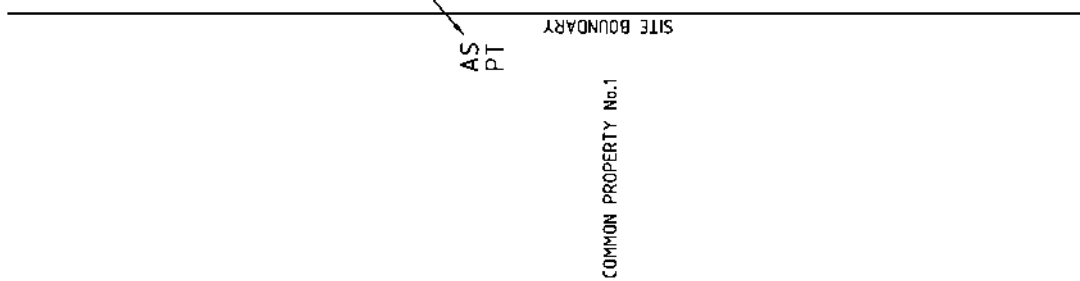
SEE SECTION 4A-4A' (PART D) FOR CONTINUATION

4802D	COMMON PROPERTY No. 5	4809D PT	4809D PT
4702D	COMMON PROPERTY No. 5	4709D	4709D
4602D	COMMON PROPERTY No. 5	4609D	4609D
4502D	COMMON PROPERTY No. 5	4509D PT	4509D PT
4402D	COMMON PROPERTY No. 5	4409D	4409D
CP No.5	COMMON PROPERTY No.5	CP No.1	CP No.1
4202D	COMMON PROPERTY No. 5	4209D	4209D
4102D	COMMON PROPERTY No. 5	4109D PT	4109D PT
4002D	COMMON PROPERTY No. 5	4009D	4009D
3902D	COMMON PROPERTY No. 5	3909D PT	3909D PT
3802D	COMMON PROPERTY No. 5	3809D	3809D
3702D	COMMON PROPERTY No. 5	3709D PT	3709D PT
3602D	COMMON PROPERTY No. 5	3609D PT	3609D PT
3502D	COMMON PROPERTY No. 5	3509D	3509D
3402D	COMMON PROPERTY No. 5	3409D	3409D
3302D	COMMON PROPERTY No. 5	3309D	3309D
3202D	COMMON PROPERTY No. 5	3209D PT	3209D PT
3102D	COMMON PROPERTY No. 5	3109D	3109D
3002D	COMMON PROPERTY No. 5	3009D	3009D
2902D	COMMON PROPERTY No. 5	2909D	2909D

FORTY-EIGHTH STOREY TYPICAL FOR LOTS IN TOWER 4, ON THIS LEVEL CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 FORTY-SEVENTH STOREY TYPICAL FOR LOTS IN TOWER 4, ON THIS LEVEL CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 FORTY-SIXTH STOREY TYPICAL FOR LOTS IN TOWER 4, ON THIS LEVEL CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 FORTY-FIFTH STOREY TYPICAL FOR LOTS IN TOWER 4, ON THIS LEVEL CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 FORTY-FOURTH STOREY TYPICAL FOR LOTS IN TOWER 4, ON THIS LEVEL CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 FORTY-THIRD STOREY TYPICAL FOR LOTS IN TOWER 4, ON THIS LEVEL CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 FORTY-SECOND STOREY TYPICAL FOR LOTS IN TOWER 4, ON THIS LEVEL CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 FORTY-FIRST STOREY TYPICAL FOR LOTS IN TOWER 4, ON THIS LEVEL CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 FORTIETH STOREY TYPICAL FOR LOTS IN TOWER 4, ON THIS LEVEL CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 THIRTY-NINTH STOREY TYPICAL FOR LOTS IN TOWER 4, ON THIS LEVEL CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 THIRTY-EIGHTH STOREY TYPICAL FOR LOTS IN TOWER 4, ON THIS LEVEL CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 THIRTY-SEVENTH STOREY TYPICAL FOR LOTS IN TOWER 4, ON THIS LEVEL CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 THIRTY-SIXTH STOREY TYPICAL FOR LOTS IN TOWER 4, ON THIS LEVEL CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 THIRTY-FIFTH STOREY TYPICAL FOR LOTS IN TOWER 4, ON THIS LEVEL CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 THIRTY-FOURTH STOREY TYPICAL FOR LOTS IN TOWER 4, ON THIS LEVEL CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 THIRTY-THIRD STOREY TYPICAL FOR LOTS IN TOWER 4, ON THIS LEVEL CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 THIRTY-SECOND STOREY TYPICAL FOR LOTS IN TOWER 4, ON THIS LEVEL CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 THIRTY-FIRST STOREY TYPICAL FOR LOTS IN TOWER 4, ON THIS LEVEL CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 THIRTIETH STOREY TYPICAL FOR LOTS IN TOWER 4, ON THIS LEVEL CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 TWENTY-NINTH STOREY TYPICAL FOR LOTS IN TOWER 4, ON THIS LEVEL CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &

MERRIMAN LANE

SEE SECTION 4A-4A' (PART B) FOR CONTINUATION



SECTION 4A - 4A' (PART C)
NOT TO SCALE

<p>VERIS AUSTRALIA PTY LTD A CVR 3, 1 Southpark Blvd Southbank VIC 3006 T +61 3 7019 6600 E melbourne@veris.com.au W www.veris.com.au</p>	<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>		<p>SCALE N/A</p>	<p>ORIGINAL SHEET SIZE A3</p>
	<p>DATE 15/06/23</p>	<p>REFERENCE 302547</p>	<p>VERSION C</p>	<p>SHEET 226</p>

PS 746092G

PLAN OF SUBDIVISION

SEE SECTION 4A-4A' (PART E) FOR CONTINUATION

6702D	COMMON PROPERTY No. 5	6709D
6602D	COMMON PROPERTY No. 5	6609D
6502D	COMMON PROPERTY No. 5	6509D
6402D	COMMON PROPERTY No. 5	6409D
6302D	COMMON PROPERTY No. 5	6309D
6202D	COMMON PROPERTY No. 5	6209D
6102D	COMMON PROPERTY No. 5	6109D
6002D	COMMON PROPERTY No. 5	6009D
5902D	COMMON PROPERTY No. 5	5909D
5802D	COMMON PROPERTY No. 5	5809D
5702D	COMMON PROPERTY No. 5	5709D PT
5602D	COMMON PROPERTY No. 5	5609D
5502D	COMMON PROPERTY No. 5	5509D B
5402D	COMMON PROPERTY No. 5	5409D
5302D	COMMON PROPERTY No. 5	5309D
5202D	COMMON PROPERTY No. 5	5209D
5102D	COMMON PROPERTY No. 5	5109D PT
5002D	COMMON PROPERTY No. 5	5009D
4902D	COMMON PROPERTY No. 5	4909D
4802D	COMMON PROPERTY No. 5	4809D B
4702D	COMMON PROPERTY No. 5	4709D

MERRIMAN LANE

SIXTY-SIXTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 SIXTY-FIFTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 SIXTY-FOURTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 SIXTY-THIRD STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 SIXTY-SECOND STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 SIXTY-FIRST STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 SIXTIETH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 FIFTY-NINTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 FIFTY-EIGHTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 FIFTY-SEVENTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 FIFTY-SIXTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 FIFTY-FIFTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 FIFTY-FOURTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 FIFTY-THIRD STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 FIFTY-SECOND STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 FIFTY-FIRST STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 FORTY-NINTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 FORTY-EIGHTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 FORTY-SEVENTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &



SECTION 4A - 4A' (PART D)
NOT TO SCALE

<p>VERIS AUSTRALIA PTY LTD A CVL 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 6600 E melbourne@veris.com.au W www.veris.com.au</p>	<p>LICENSED SURVEYOR LACHLAN JAMES McCLEARY</p>	<p>SCALE N/A</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 227</p>
	<p>DATE 15/06/23 VERSION C</p>	<p>REFERENCE 302547 DRAWING 30254711-AC</p>	

PS 746092G

PLAN OF SUBDIVISION

COMMON PROPERTY No.1

MERRIMAN LANE

ROOF

SEVENTIETH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 SIXTY-NINTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 SIXTY-EIGHTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 SIXTY-SEVENTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &
 SIXTY-SIXTH STOREY TYPICAL FOR LOTS IN TOWER 4 ON THIS LEVEL & CP No.5 TYPICAL FOR CP No.5 ON THIS LEVEL SHOWN &

COMMON PROPERTY No.1

7002D	COMMON PROPERTY No. 5	7009D
6902D	COMMON PROPERTY No. 5	6909D
6802D	COMMON PROPERTY No. 5	6809D
6702D	COMMON PROPERTY No. 5	6709D
6602D	COMMON PROPERTY No. 5	6609D

COMMON PROPERTY No.1

AS PT

COMMON PROPERTY No.1

SITE BOUNDARY

SEE SECTION 4A-4A' (PART D) FOR CONTINUATION

SECTION 4A - 4A' (PART E)
NOT TO SCALE

SCALE	N/A	ORIGINAL SHEET SIZE A3
		SHEET 228

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY
DATE	15/06/23
VERSION	C
REFERENCE	302547
DRAWING	30254711-AC

VERIS AUSTRALIA PTY LTD
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PLAN OF SUBDIVISION

PS 746092G

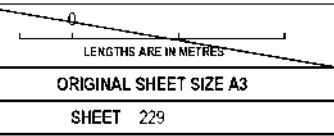
SEE SECTION 4B-4B' (PART B) FOR CONTINUATION

TWENTIETH STOREY	2104D	CPNo.5	2113D	4804D	CPNo.5	4801D PT	4813D	
NINETEENTH STOREY	2004D	CPNo.5	2013D PT	4704D	CPNo.5	4701D	4713D PT	FORTY-SEVENTH STOREY
EIGHTEENTH STOREY	1904D	CPNo.5	1913D	4604D	CPNo.5	4601D	4613D	FORTY-SIXTH STOREY
SEVENTEENTH STOREY	1804D	CPNo.5	1813D	4504D	CPNo.5	4501D	4513D PT	FORTY-FIFTH STOREY
SIXTEENTH STOREY	1704D	CPNo.5	1713D	4404D	CPNo.5	4401D	4413D	FORTY-FOURTH STOREY
FIFTEENTH STOREY	1604D	CPNo.5	1613D	CPNo.5	CPNo.5	CPNo.5	CPNo.5	FORTY-THIRD STOREY
FOURTEENTH STOREY	1404D PT	CPNo.5	1413D PT	4204D	CPNo.5	CPNo.5	4213D	FORTY-SECOND STOREY
THIRTEENTH STOREY	1304D	CPNo.5	1313D	4104D	CPNo.5	CPNo.5	4113D	FORTY-FIRST STOREY
TWELFTH STOREY	1204D	CPNo.5	1213D PT	4004D	CPNo.5	CPNo.5	4013D	FORTIETH STOREY
ELEVENTH STOREY	1104D	CPNo.5	1113D	3904D	CPNo.5	CPNo.5	3913D PT	THIRTY-NINTH STOREY
TENTH STOREY	CPNo.6	CPNo.5	1001D	3804D	CPNo.5	CPNo.5	3813D PT	THIRTY-EIGHTH STOREY
NINTH STOREY MEZZANINE	CPNo.8	CPNo.8	CPNo.8	3704D	CPNo.5	CPNo.5	3713D	THIRTY-SEVENTH STOREY
NINTH STOREY				3604D	CPNo.5	CPNo.5	3613D	THIRTY-SIXTH STOREY
EIGHTH STOREY			810D PT	3504D	CPNo.5	CPNo.5	3513D	THIRTY-FIFTH STOREY
SEVENTH STOREY			710D PT	3404D	CPNo.5	CPNo.5	3413D PT	THIRTY-FOURTH STOREY
SIXTH STOREY			610D PT	3304D	CPNo.5	CPNo.5	3313D PT	THIRTY-THIRD STOREY
FIFTH STOREY	S14		511D PT	3204D	CPNo.5	CPNo.5	3213D	THIRTY-SECOND STOREY
FOURTH STOREY			411D PT	3104D PT	CPNo.5	CPNo.5	3113D PT	THIRTY-FIRST STOREY
THIRD STOREY			311D PT	3004D	CPNo.5	CPNo.5	3013D	THIRTIETH STOREY
SECOND STOREY MEZZANINE				2904D	CPNo.5	CPNo.5	2913D	TWENTY-NINTH STOREY
SECOND STOREY		S14	S14	2804D	CPNo.5	CPNo.5	2813D	TWENTY-EIGHTH STOREY
FIRST STOREY				2704D	CPNo.5	CPNo.5	2713D	TWENTY-SEVENTH STOREY
GROUND STOREY MEZZANINE	G22RD		CPNo.5	2604D	CPNo.5	CPNo.5	2613D PT	TWENTY-SIXTH STOREY
GROUND STOREY			CPNo.5	2504D	CPNo.5	CPNo.5	2513D	TWENTY-FIFTH STOREY
BASEMENT MEZZANINE	CPNo.1		CPNo.9	2404D	CPNo.5	CPNo.5	2413D	TWENTY-FOURTH STOREY
BASEMENT LEVEL 1	CPNo.1			2304D PT	CPNo.5	CPNo.5	2313D PT	TWENTY-THIRD STOREY
BASEMENT LEVEL 2	S4		CPNo.1	2204D	CPNo.5	CPNo.5	2213D PT	TWENTY-SECOND STOREY
BASEMENT LEVEL 3	CPNo.1		CPNo.1	2104D	CPNo.5	CPNo.5	2113D	TWENTY-FIRST STOREY
BASEMENT LEVEL 4	CPNo.1		CPNo.1	2004D	CPNo.5	CPNo.5	2013D PT	

TYPICAL FOR CP No.5 LIFT SHOWN # TYPICAL FOR CP No.5 LIFT SHOWN \$

SECTION 4B - 4B' (PART A)
NOT TO SCALE

LICENSED SURVEYOR	LACHLAN JAMES McCLEARY	SCALE	N/A
DATE	15/06/23	REFERENCE	302547
VERSION	C	DRAWING	30254711-AC



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 W | www.veris.com.au

ORIGINAL SHEET SIZE A3
SHEET 229

PLAN OF SUBDIVISION

PS 746092G

COMMON PROPERTY No.1

ROOF					
SEVENTIETH STOREY	7004D	COMMON PROPERTY No. 5 LIFT #	CPNo.5	7001D 7013D	
SIXTY-NINTH STOREY	6904D		CPNo.5	6901D 6913D	
SIXTY-EIGHTH STOREY	6804D		CPNo.5	6801D 6813D	
SIXTY-SEVENTH STOREY	6704D		CPNo.5	6701D 6713D	
SIXTY-SIXTH STOREY	6604D		CPNo.5	6601D 6613D	
SIXTY-FIFTH STOREY	6504D		CPNo.5	6501D 6513D	
SIXTY-FOURTH STOREY	6404D		CPNo.5	6401D 6413D	
SIXTY-THIRD STOREY	6304D		CPNo.5	6301D 6313D	
SIXTY-SECOND STOREY	6204D		CPNo.5	6201D 6213D	
SIXTY-FIRST STOREY	6104D		CPNo.5	6101D 6113D	
SIXTIETH STOREY	6004D		CPNo.5	6001D 6013D	
FIFTY-NINTH STOREY	5904D		CPNo.5	5901D 5913D	
FIFTY-EIGHTH STOREY	5804D		CPNo.5	5801D 5813D	
FIFTY-SEVENTH STOREY	5704D		CPNo.5	5701D 5713D	
FIFTY-SIXTH STOREY	5604D		CPNo.5	5601D 5613D	
FIFTY-FIFTH STOREY	5504D		CPNo.5	5501D PT	5513D
FIFTY-FOURTH STOREY	5404D		CPNo.5	5401D	5413D
FIFTY-THIRD STOREY	5304D PT		CPNo.5	5301D	5313D PT
FIFTY-SECOND STOREY	5204D		CPNo.5	5201D	5213D PT
FIFTY-FIRST STOREY	5104D		CPNo.5	5101D PT	5113D
FIFTIETH STOREY	5004D	CPNo.5	5001D	5013D	
FORTY-NINTH STOREY	4904D	CPNo.5	4901D	4913D	
FORTY-EIGHTH STOREY	4804D	CPNo.5	4801D PT	4813D	
	4704D	CPNo.5	4701D	4713D PT	

SEE SECTION 4B-4B' (PART A) FOR CONTINUATION

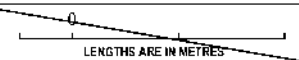
SECTION 4B - 4B' (PART B)
NOT TO SCALE



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LICENSED SURVEYOR **LACHLAN JAMES McCLEARY**

SCALE
N/A



DATE 15/06/23

REFERENCE 302547

ORIGINAL SHEET SIZE A3

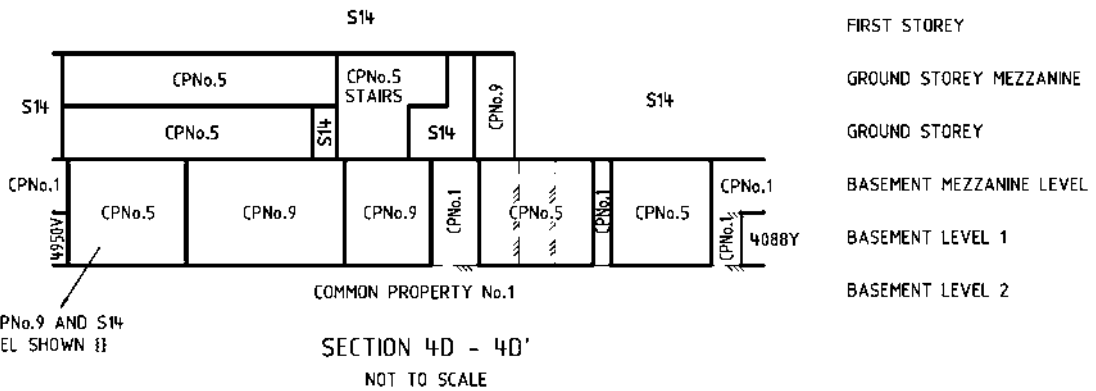
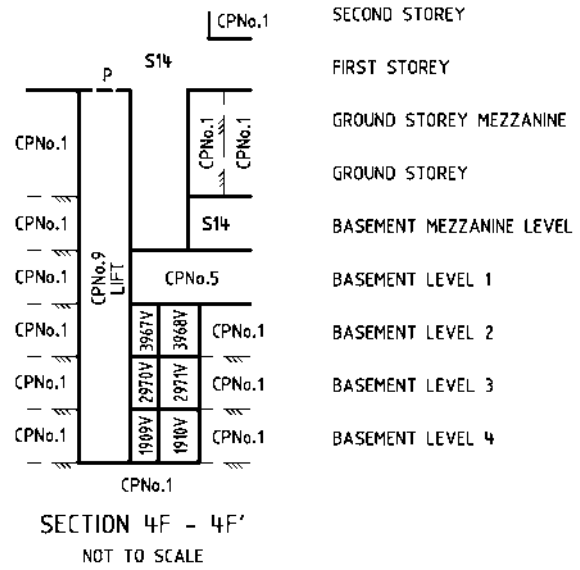
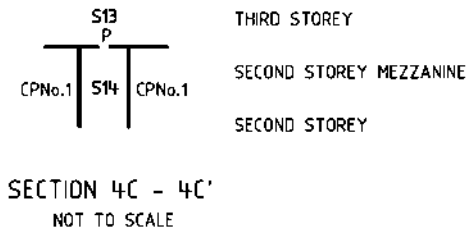
VERSION C

DRAWING 30254711-AC

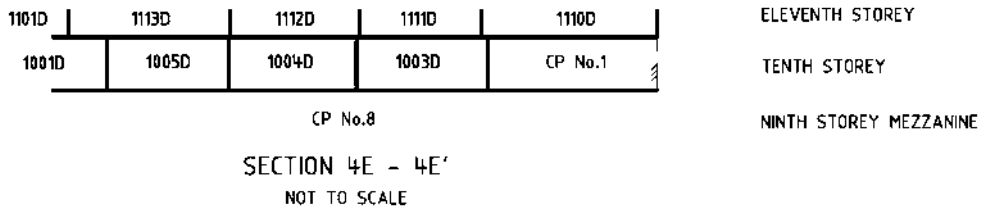
SHEET 230

PLAN OF SUBDIVISION

PS 746092G



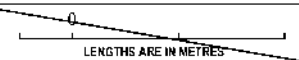
TYPICAL FOR CPNo.9 AND S14
ON THIS LEVEL SHOWN {}



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LICENSED SURVEYOR LACHLAN JAMES McCLEARY

SCALE
N/A



DATE 15/06/23

REFERENCE 302547

ORIGINAL SHEET SIZE A3

VERSION C

DRAWING 30254711-AC

SHEET 231

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS746092G

MASTER PLAN (STAGE 1) REGISTERED DATE 20/04/2018 TIME 12:51 pm

**WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S2	G3RA, G4RA, G5RA, G6RA, 1201A to 1205A, 1209A to 1212A, 1301A to 1305A, 1309A to 1312A, 1401A to 1405A, 1409A to 1412A, 1501A to 1505A, 1509A to 1512A, 1601A to 1605A, 1609A to 1612A, 1701A to 1705A, 1709A to 1712A, 1801A to 1805A, 1809A to 1812A, 1901A to 1905A, 1909A to 1912A, 2001A to 2005A, 2009A to 2012A, 2101A to 2105A, 2109A to 2112A, 2201A to 2205A, 2209A to 2212A, 2301A to 2305A, 2309A to 2312A, 2401A to 2405A, 2409A to 2412A, 2501A to 2505A, 2509A to 2512A, 2601A to 2605A, 2609A to 2612A, 2701A to 2705A, 2709A to 2712A, 2801A to 2805A, 2809A to 2812A, 2901A to 2905A, 2909A to 2912A, 3001A to 3005A, 3009A to 3012A, 3101A to 3105A, 3109A to 3112A, 3201A to 3205A, 3209A to 3212A, G2RB, G3RB, G4RB, G5RB, G6RB, 1202B to 1206B, 1301B, 1303B to 1313B, 1401B, 1403B to 1413B, 1501B, 1503B to 1513B, 1601B, 1603B to 1613B, 1701B, 1703B to 1713B, 1801B, 1803B to 1813B, 1901B, 1903B to 1913B, 2001B, 2003B to 2013B, 2101B, 2103B to 2113B, 2201B, 2203B to 2213B, 2301B, 2303B to 2313B, 2401B, 2404B to 2413B, 2501B, 2503B to 2513B, 2601B, 2603B to 2613B, 2701B, 2703B to 2713B, 2801B, 2803B to 2813B, 2901B, 2903B to 2913B, 3001B, 3003B to 3013B, 3101B, 3103B to 3113B, 3201B, 3203B to 3213B, 3301B, 3303B to 3313B, 3401B, 3403B to 3413B, 3501B, 3503B to 3513B, 3601B, 3603B to 3613B, 3701B, 3703B to 3713B, 3801B, 3803B to 3813B, 2001Z to 2015Z, 2016Y to 2019Y, 2020Z, 2021Y to 2023Y, 2024Z to 2042Z, 2049Y, 2050Y, 2051Z, 2052Z, 2053Y to 2061Y, 2073Y, 2074Z, 2075Z, 2076Y, 2077Y, 2078Z, 2079Y to 2084Y, 2085Z, 2086Z, 2087Y, 2088Z, 2089Y to 2095Y, 2098Y, 2099Y, 2104Y to 2109Y, 2119Z to 2123Z, 2124Y, 2125Z to 2127Z, 2129Z, 2130Y to 2135Y, 2147Y, 2148Y, 2149Z to 2156Z, 2157Y to 2160Y, 2161Z, 2162Z, 2175Z, 2176Z, 2178Z, 2180Z, 2182Y, 2183Y, 2184Z, 2185Y to 2192Y, 2250Y, 2251Y, 2901V, 2902V, 2906V, 2908V, 2909V, 2911V, 2916V, 2918V, 2919V, 2921V, 2923V, 2925V, 2927V to 2929V, 2931V, 2932V, 2934V, 2936V, 2939V to 2941V, 2950V, 3001Z to 3013Z, 3014Y to 3017Y, 3018Z to 3034Z, 3041Z, 3042Z, 3043Y to 3051Y, 3062Y, 3063Z, 3065Y, 3066Z, 3067Y to 3072Y, 3073Z, 3074Z,	STAGE PLAN	PS746092G/S2	30/07/20	2	G.LY

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS746092G

MASTER PLAN (STAGE 1) REGISTERED DATE 20/04/2018 TIME 12:51 pm

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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
	3076Z, 3077Y to 3083Y, 3086Z to 3097Z, 3108Z to 3110Z, 3112Z, 3116Z, 3118Z, 3180Y to 3185Y, 3186Z to 3188Z, 3189Y, 3190Z to 3192Z, 3193Y to 3195Y, 3197Y, 3200Z, 3201Y, 3202Y, 3901V, 3908V, 3909V, 3911V, 3915V to 3920V, 3923V, 3926V to 3929V, 3931V, 3933V, 3934V, 3936V, 3937V, 3939V, 3940V, 3942V, 3944V, 3949V to 3951V, 4001Y to 4009Y, 4023Y to 4026Y, 4047Y to 4051Y, 4060Y, 6001Z, 6002Z, 6003Y, 6003Y to 6006Z, 6007Y to 6009Y, 6010Z, 6011Z, 6012Y, 6013Y, 6014Z to 6018Z, 6019Y, 6020Z, 6021Z, 6022Y to 6024Y, 6025Z to 6028Z, 6029Y, 6030Z to 6032Z, 6033V, 6033Y to 6035Y, 6036Z, 6037Z, 6038Y, 6039Y, 6040Z to 6047Z, 6048Y to 6052Y, 6053Z to 6063Z, 6064Y, 6065Z to 6068Z, 6901V to 6904V, 6907V, 6913V, 6911V, 6915V, 6917V, 6918V, 6920V to 6925V, 6929V to 6937V, 6939V to 6943V, 6947V, 6949V to 6951V, 6961V, 6962V, 7001Y, 7002Y, 7003Z to 7009Z, 7010Y to 7012Y, 7013Z to 7022Z, 7023Y, 7024Z to 7031Z, 7032Y, 7033Z, 7034Z, 7035Y, 7036Z to 7038Z, 7039Y, 7040Z to 7042Z, 7043Y, 7044Y, 7045Z to 7058Z, 7062Z, 7063Z, 7070Y to 7074Y, 7901V, 7905V, 7908V to 7911V, 7913V to 7915V, 7919V, 7921V, 7923V, 7925V, 7927V, 7929V to 7931V, 7933V, 7939V, 7944V to 7946V, 7950V, 7951V, 7954V, 7957V, S100, S102, S22, S23, CP1, CP2 and CP4.					
LOTS S22 AND S23	SEE PS746092G/S6	STAGE PLAN	PS746092G/S6	30/11/20	3	RGM
LOTS S24 & S3	LOTS AS SHOWN IN STAGE 7 & ADDITIONAL CP NO.1	STAGE PLAN	PS746092G/S7	15/09/21	4	H.L.
LOT S25	LOTS S4 & G2RA	STAGE PLAN	PS746092G/S8	09/01/23	5	TM
LOT S3	4023V, 4025V, 4026V, 4047V-4049V, 4901V, 4902V, 4904V, 4908V-4918V, 4920V-4924V, B1S300, B1S302, COMMON PROPERTY NO. 5-9, ADDITIONAL CP1, S300, S400	STAGE PLAN	PS746092G/S3	17/03/23	6	AR
LOT 300 (CONT'D ON NEXT PAGE)	1001Z, 1002Y, 1003Z, 1004Z, 1005Y, 1006Z, 1007Y, 1008Y, 1009Z-1014Z, 1019Z-1031Z, 1032Y, 1033Z-1043Z, 1085Y-1088Y, 1106Y, 1007Y, 1108Z, 1111Z-1114Z, 1908V, 1918V, 1920V, 1921V, 1924Z, 1927V-1929V, 1932V-1934V, 1945V, 1948V, 1949V, 1951V-1956V, 1101C-1107C, 1109C-1112C, 1201C - 1207C, 1209C, 1211C, 1212C, 1301C, 1302C, 1305C-1307C, 1309C-1312C, 1401C - 1407C, 1409C, 1411C, 1412C, 1501C-1507C, 1509C - 1512C, 1601C-1607C, 1609C, 1611C, 1612C, 1701C-1707C, 1709C-1712C,	STAGE PLAN	PS746092G/S300	17/03/23	6	AR

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER
PS746092G

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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT 300 (CONT'D)	1801C - 1807C, 1809C, 1811C, 1812C, 1901C-1907C, 1909C-1912C, 2001C - 2007C, 2009C, 2011C, 2012C, 2101C-2102C, 2105C-2107C, 2109C - 2112C, 2201C - 2207C, 2209C, 2211C, 2212C, 2301C-2307C,2309C-2312C, 2401C - 2407C, 2409C, 2411C,2412C, 2501C-2507C, 2509C-2512C, 2601C - 2607C, 2609C, 2611C, 2612C, 2701C-2707C, 2709C-2712C, 2801C - 2807C,2809C, 2811C, 2812C, 2901C-2902C, 2905C-2907C, 2909C - 2912C, 3001C - 3007C,3009C, 3011C, 3012C, ADDITIONAL CP7 & CP1, S301					
LOT 400	1080Z, 1081Z, 1082Y-1084Y, 1076Y, 1079Y, 1105Y, 1906V, 1089Z, 1090Y-1092Y, 1089Z, 1104Z, 1103Y, 1102Y, 1101Z, 1100Z, 1075Y, 1074Y, 1073Z, 1909V, 1910V, 1072Y, 1967V, 1068Z, 1067Z, 1066Z, 1065Z, 1064Z, 1063Z, 1093Y-1097Y, 1099Z-1101Z, 1044Z-1048Z, 1050Y, 1051Z, 1964V-1966V, 1960V, 1055Z, 1056Z, 1057Z, 1917V, 1058Z-1062Z, 1101D - 1109D, 1111D-1113D, 1201D - 1205D, 1207D-1209D, 1211D-1213D, 1303D - 1309D, 1311D-1313D, 1401D - 1405D, 1407D-1409D, 1411D-1413D, 1501D - 1509D, 1511D-1513D, 1601D - 1605D, 1607D-169D, 1611D-1613D, 1701D - 1709D, 1711D-1713D, 1801D - 1805D, 1807D-1809D, 1811D-1813D, 1901D - 1909D, 1911D-1913D, 2001D - 2005D, 2007D-2009D, 2011D-2013D, 2103D - 2109D, 2111D-2113D, 2201D - 2205D, 2207D-2209D, 2211D-2213D, 2301D - 2309D, 2311D-2313D, 2401D - 2405D, 2407D-2409D, 2411D-2413D, 2501D - 2509D, 2511D-2513D, 2601D - 2605D, 2607D-2609D, 2611D-2613D, 2701D - 2709D, 2711D-2713D, 2801D - 2805D, 2807D-2809D, 2811D-2813D, 2903D - 2909D, 2911D-2913D, 3001D - 3005D, 3007D-3009D, 3011D-3013D, ADDITIONAL CP5, CP8, CP1 & S401	STAGE PLAN	PS746092G/400	17/03/23	6	AR
LOT 301	2047Z, 2048Z, 2063Y, 2064Z, 2065Y, 2066Z, 2071Y, 2072Z, 2097Z, 2111Z-2117Z, 2202Z, 2205Z-2210Z, 2211Y, 2212Z, 2215Z-2219Z, 2239Z, 2868V-2873V, 2875V, 2877V-2879V, 2881V-2883V, 2890V, 2892V, 2894V-2896V, 2900V, 2961V, 2981V-2984V, 2988V, 2989V, 2991V, 2993V-2995V, 3101C - 3107C, 3109C, 3111C-3112C, 3201C - 3207C, 3209C-3212C, 3301C - 3307C, 3309C, 3311C-3312C, 3401C - 3407C, 3409C-3412C, 3501C - 3507C, 3509C, 3511C-3512C, 3601C - 3607C, 3609C-3612C, 3701C - 3702C, 3705C - 3707C, 3709C, 3711C-3712C, 3801C - 3807C, 3809C-3812C, 3901C - 3907C, 3909C, 3911C-3912C, 4001C - 4007C, 4009C-4012C, 4101C - 4107C, 4109C, 4111C-4112C, 4201C - 4207C, 4209C-4212C, ADDITIONAL CP7 & CP1, S302	STAGE PLAN	PS746092G/S301	20/03/23	6	AR
LOT 401	3101D - 3109D, 3111D-3113D, 3201D - 3205D, 3207D-3209D, 3211D-3213D, 3301D - 3309D, 3311D-3313D, 3401D - 3405D, 3407D-3409D, 3411D-3413D, 3501D - 3509D, 3511D-3513D, 3601D - 3605D, 3607D-3609D, 3611D-3613D, 3703D - 3709D, 3711D-3713D, 3801D - 3805D, 3807D-3809D, 3811D-3813D, 3901D - 3909D, 3911D-3913D, 4001D - 4005D, 4007D-4009D, 4011D-4013D, 4101D - 4109D, 4111D-4113D, ADDITIONAL CP5 & CP1, S402	STAGE PLAN	PS746092G/S401	20/03/23	6	AR
LOT 302 (CONT'D ON NEXT PAGE)	3035Z-3040Z, 3052Z, 3053Y, 3054Z, 3055Y, 3056Z, 3057Y, 3058Y, 3060Y, 3061Y, 3099Z-3104Z, 3105Y, 3129Z, 3130Z, 3141Z-3146Z, 3147Y, 3148Z, 3151Z-3155Z, 3872V-3879V, 3881V, 3883V-3885V, 3887V-3890V, 3892V, 3893V, 3897V, 3900V, 3961V, 3965V, 3979V-3981V, 3986V-3988V, 3990V-3992V, 3110C, 3310C, 3510C, 3710C, 3910C, 4110C, 4309C-4312C,	STAGE PLAN	PS746092G/S302	20/03/23	6	AR

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS746092G

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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT 302 (CONT'D)	3110C, 3310C, 3510C, 3710C, 3910C, 4110C, 4301C - 4307C, 4309C-4312C, 4501C - 4503C, 4505C-4507C, 4509C-4512C, 4601C - 4607C, 4609C-4612C, 4701C - 4706C, 4709C-4712C, 4801C - 4807C, 4809C, 4811C-4812C, 4901C - 4905C, 4907C, 4909C-4912C, 5001C - 5002C, 5004C, 5006C - 5007C, 5009C-5012C, 5101C - 5107C, 5109C-5112C, 5201C - 5202C, 5205C - 5206C, 5209C, 5211C, 5301C - 5302C, 5304 - 5307C, 5309C-5312C, ADDITIONAL CP7, CP6 & CP1, S303					
LOT 402	1003D-1004D, 1110D, 1210D, 1310D, 1410, 1510D, 1610D, 1710D, 1810D, 1910D, 2010D, 2110D, 2210D, 2310D, 2410D, 2510D, 2610D, 2710D, 2810D, 2910D, 3010D, 3110D, 3120Z, 3121Y, 3122Z-3124Z, 3125Y, 3126Z, 3127Y, 3131Y-3136Y, 3137Z, 3138Y, 3139Y, 3140Z, 3156Z-3176Z, 3196Y, 3210D, 3310D, 3410D, 3510D, 3610D, 3710D, 3810D, 3910D, 3960V, 3966V-3968V, 3974V, 3975V, 4010D, 4110D, 4201D - 4205D, 4207D-4209D, 4211D-4213D, 4403D - 4405D, 4407D, 4409D-4413D, 4501D - 4513D, 4601D - 4605D, 4607D, 4609D-4613D, 4701D - 4713D, 4801D - 4805D, 4807D-4809D, 4811D-4813D, 4901D - 4913D, 5001D - 5005D, 5007D-5009D, 5011D-5013D, 5101D - 5113D, 5203D - 5205D, 5207D-5213D, 5301D, 5303D-5312D, 5401D - 5405D, 5407D, 5409D-5413D, 5501D - 5513D, 5601D - 5605D, 5608D-5613D, ADDITIONAL CP5, CP6 & CP1, S403	STAGE PLAN	PS746092G/S402	21/03/23	6	AR
COMMON PROPERTY 1 (PT)	LOT AS	AMENDMENT SECTION 32	PS746092G/D1	31/03/23	7	AR
LOT S303	1108C, 1109Z, 1110Z, 1208C, 1210C, 1303C, 1304C, 1308C, 1408C, 1410C, 1508C, 1608C, 1610C, 1708C, 1808C, 1810C, 1908C, 1935V, 1936V, 2008C, 2010C, 2103C, 2104C, 2108C, 2208C, 2210C, 2214Z, 2238Z, 2308C, 2408C, 2410C, 2508C, 2608C, 2610C, 2708C, 2808C, 2810C, 2897V, 2903C, 2904C, 2908C, 2996V, 2997V, 2998V, 3008C, 3010C, 3108C, 3128Z, 3150Z, 3208C, 3308C, 3408C, 3508C, 3608C, 3703C, 3704C, 3708C, 3808C, 3908C, 3993V, 3996V, 3997V, 3999V, 4008C, 4108C, 4208C, 4308C, 4504C, 4508C, 4608C, 4707C, 4708C, 4808C, 4810C, 4906C, 4908C, 5003C, 5005C, 5008C, 5108C, 5203C, 5204C, 5207C, 5208C, 5210C, 5212C, 5303C, 5308C, 5401C - 5412C, 5501C - 5512C, 5601C - 5612C, 5701C - 5712C, 5801C - 5812C, 5901C - 5912C, 6001C - 6012C, 6101C - 6112C, 6201C - 6212C, 6301C - 6312C, 6401 - 6412C, 6501C - 6512C, 6601C - 6612C, 6701C - 6712C, 6801C - 6812C, S304 AND ADDITIONAL CP1, CP6, CP7	STAGE PLAN	PS746092G/S303	11/05/23	8	AR
LOT S403	1001D, 1002D, 1049Z, 1052Z - 1054Z, 1069Z, 1070Z, 1071Y, 1206D, 1301D, 1302D, 1406D, 1606D, 1806D, 1901V - 1905V, 1915V, 1961V, 1962V, 1963V, 2006D, 2101D, 2102D, 2137Y, 2138Y - 2146Y, 2163Z - 2172Z, 2181Y, 2193Y, 2194Y, 2195Z, 2196Y, 2197Y - 2199Y, 2200Z, 2201Y, 2202Z, 2203Y, 2204Y, 2206D, 2221Z - 2232Z, 2233Y, 2234Z, 2235Z, 2236Z, 2237Z, 2406D, 2606D, 2806D, 2901D, 2902D, 2960V, 2963V, 2971V, 2976V, 2978V, 2979V, 3006D, 3177Z, 3178Z, 3179Z, 3206D, 3406D, 3606D, 3701D, 3702D, 3806D, 3963V, 3964V, 3973V, 4006D, 4206D, 4210D, 4401D, 4402D, 4406D, 4408D, 4606D, 4608D, 4806D, 4810D, 5006D, 5010D, 5201D, 5202D, 5206D, 5302D, (CONT'D ON NEXT PAGE)	STAGE PLAN	PS746092G/S403	11/05/2023	8	AR



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

၁ နေရာ၌ ပိုင်ဆိုင်သူများ၏ အမည်ကို ရှာဖွေရာ၌ အောက်ဖော်ပြပါ အမည်များကို ရှာဖွေရရှိခဲ့ပါသည်။
၂ နေရာ၌ ပိုင်ဆိုင်သူများ၏ အမည်ကို ရှာဖွေရာ၌ အောက်ဖော်ပြပါ အမည်များကို ရှာဖွေရရှိခဲ့ပါသည်။
၃ နေရာ၌ ပိုင်ဆိုင်သူများ၏ အမည်ကို ရှာဖွေရာ၌ အောက်ဖော်ပြပါ အမည်များကို ရှာဖွေရရှိခဲ့ပါသည်။
၄ နေရာ၌ ပိုင်ဆိုင်သူများ၏ အမည်ကို ရှာဖွေရာ၌ အောက်ဖော်ပြပါ အမည်များကို ရှာဖွေရရှိခဲ့ပါသည်။

Produced: 17/10/2024 10:18:28 AM

OWNERS CORPORATION 1
PLAN NO. PS746092G

ရှာဖွေရေးအတွက် အောက်ဖော်ပြပါ အမည်များကို ရှာဖွေရရှိခဲ့ပါသည်။

၁ အမည်များ၏ အဓိပ္ပာယ်

၁ အမည်များ၏ အဓိပ္ပာယ်ကို ရှာဖွေရာ၌ အောက်ဖော်ပြပါ အမည်များကို ရှာဖွေရရှိခဲ့ပါသည်။
၂ အမည်များ၏ အဓိပ္ပာယ်ကို ရှာဖွေရာ၌ အောက်ဖော်ပြပါ အမည်များကို ရှာဖွေရရှိခဲ့ပါသည်။
၃ အမည်များ၏ အဓိပ္ပာယ်ကို ရှာဖွေရာ၌ အောက်ဖော်ပြပါ အမည်များကို ရှာဖွေရရှိခဲ့ပါသည်။
၄ အမည်များ၏ အဓိပ္ပာယ်ကို ရှာဖွေရာ၌ အောက်ဖော်ပြပါ အမည်များကို ရှာဖွေရရှိခဲ့ပါသည်။





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OWNERS CORPORATION 1
PLAN NO. PS746092G

baíaÉa Éái=áÇí á-ÁáóW

kl qb= ñçãç= ÉíÉáÁÉè= Éçáá=éçí áÇíÇá= mÉá á á ñ ÉéçáK

i ~áÇí=éÁÉá	baíaÉa Éái	i á-Ááó
` çã á çã=ñçéÉó=V	M	M
i çí=NB_	QUT	QUT
i çí=NB_	PCP	PCP
i çí=NN_	RV	RV
i çí=NO_	SO	SO
i çí=ON_	RV	RV
i çí=OD_	SO	SO
i çí=PN_	RV	RV
i çí=PNa	SM	SM
i çí=PO_	SO	SO
i çí=PRa	QV	QV
i çí=PRa	QV	QV
i çí=PRa	UR	UR
i çí=PLa	TR	TR
i çí=PMa	SR	SR
i çí=PNa	SS	SS
i çí=PNa	UR	UR
i çí=QNa	SM	SM
i çí=QNa	QV	QV
i çí=QNa	QV	QV
i çí=QNa	UR	UR
i çí=QNa	TR	TR
i çí=QNa	SR	SR
i çí=QNa	SS	SS
i çí=QNa	UR	UR
i çí=RMa	SM	SM
i çí=RMa	QV	QV
i çí=RMa	QV	QV
i çí=RMa	UR	UR





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**OWNERS CORPORATION 1
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baíaÉa Éái=áÇi á-ÁáóW

kl qb= ççáç=ó ÉíÉáÁÉè=Éçááèéçí áÇÇá=ñÉá á á ð ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=RMJa	TR	TR
i çí=RMVa	SR	SR
i çí=RMVa	SS	SS
i çí=RNNa	US	US
i çí=SM^	UM	UM
i çí=SM_	ST	ST
i çí=SMa	SN	SN
i çí=SMO^	UM	UM
i çí=SMO_	RP	RP
i çí=SMP^	RR	RR
i çí=SMP_	RV	RV
i çí=SMQ^	TT	TT
i çí=SMQ_	RU	RU
i çí=SMR^	SR	SR
i çí=SMR_	TP	TP
i çí=SMRa	RN	RN
i çí=SMS^	TS	TS
i çí=SMS_	TO	TO
i çí=SMa	QV	QV
i çí=SM^	SV	SV
i çí=SM_	TO	TO
i çí=SMa	VS	VS
i çí=SMU^	RU	RU
i çí=SMU_	QP	QP
i çí=SMJa	SR	SR
i çí=SM^	RO	RO
i çí=SM_	TN	TN
i çí=SMa	SS	SS
i çí=SM^	RV	RV





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baíaÉa Éái=áÇí á-ÁáóW

Kl qb= =ççäç= ò ÈñÉáÁÉë= áççäç=éçí ðÇÇá=ñáá á ã ò ÉéçáK

i ~áÇíñ-áÉa	baíaÉa Éái	i á-Ááó
i çí-SNMa	US	US
i çí-SNN^	QT	QT
i çí-SNO^	SN	SN
i çí-SNP^	TS	TS
i çí-TMN^	UM	UM
i çí-TMN_	SS	SS
i çí-TMNa	UR	UR
i çí-TMO^	UM	UM
i çí-TMO_	RQ	RQ
i çí-TMP^	SN	SN
i çí-TMP_	RQ	RQ
i çí-TMQ^	TT	TT
i çí-TMQ_	RO	RO
i çí-TMR^	RV	RV
i çí-TMR_	TP	TP
i çí-TMRa	SP	SP
i çí-TMS^	UM	UM
i çí-TMS_	TO	TO
i çí-TMSa	QV	QV
i çí-TM^	TM	TM
i çí-TM_	TO	TO
i çí-TMa	RM	RM
i çí-TM^	RU	RU
i çí-TM_	QP	QP
i çí-TMa	UR	UR
i çí-TM^	RS	RS
i çí-TM_	QV	QV
i çí-TMa	SR	SR
i çí-TM^	RR	RR





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baíaÉa Éái=áÇí á-ÁáóW

kl qb= ÷çáç=ó ÉíÉáAÉè=Éçáá=éçí áÇíÇá=íÉá á á ÷ÉçáK

i ~áÇí=áÉá	baíaÉa Éái	i á-Ááó
i çí=TNM_	RQ	RQ
i çí=TNMa	ST	ST
i çí=TNNA	QU	QU
i çí=TNN_	RO	RO
i çí=TNNA	RS	RS
i çí=TNPA	TS	TS
i çí=UMNA	VN	VN
i çí=UMN_	NCR	NCR
i çí=UMNa	US	US
i çí=UMNA	RR	RR
i çí=UMQ_	SM	SM
i çí=UMPA	SO	SO
i çí=UMP_	TS	TS
i çí=UMQA	SN	SN
i çí=UMQ_	RS	RS
i çí=UMRA	RV	RV
i çí=UMR_	RT	RT
i çí=UMRa	SQ	SQ
i çí=UMSA	RS	RS
i çí=UMS_	RT	RT
i çí=UMSa	SQ	SQ
i çí=UMTA	TP	TP
i çí=UMT_	RV	RV
i çí=UMTa	RM	RM
i çí=UMNA	QU	QU
i çí=UMU_	TP	TP
i çí=UMUa	RM	RM
i çí=UMNA	RR	RR
i çí=UMU_	TR	TR





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baíaÉa Éái=áÇí á-ÁáóW

kl qb= ñçäö ÉíÉáÁÉë=Éçááëéçí äÇÇá=ñéá á ä ñ ÉéçäK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=UMa	UR	UR
i çí=UM^	TS	TS
i çí=UM_	TR	TR
i çí=UMa	SS	SS
i çí=UM^	TN	TN
i çí=UM_	TM	TM
i çí=UNO^	RO	RO
i çí=UNO_	QS	QS
i çí=UNP^	UM	UM
i çí=UNP_	TS	TS
i çí=UNQ^	RR	RR
i çí=UNQ_	SQ	SQ
i çí=UNR^	RP	RP
i çí=UNR_	RM	RM
i çí=UNS^	SN	SN
i çí=UNT^	UP	UP
i çí=VM^	RN	RN
i çí=VM_	QU	QU
i çí=VMO^	RP	RP
i çí=VMO_	SS	SS
i çí=VMP^	RT	RT
i çí=VMP_	SR	SR
i çí=VMQ^	RV	RV
i çí=VMQ_	QS	QS
i çí=VMR^	UM	UM
i çí=VMR_	RN	RN
i çí=VMS^	SU	SU
i çí=VMS_	QU	QU
i çí=VMT^	TM	TM





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baíaÉa Éaí=áÇi á-ÁääóW

kl qb= =çqä= ÉiÉaÁEë=Éçääéçí qÇQä= mÉä á ä =ÉçäK

i ~áÇm-éÁÉä	baíaÉa Éaí	i á-Áääó
i çí=MI_	RP	RP
i çí=MU^	RU	RU
i çí=MU_	TM	TM
i çí=MM^	TM	TM
i çí=MM_	TM	TM
i çí=NM^	SU	SU
i çí=NM_	TM	TM
i çí=NN^	QP	QP
i çí=NN_	SP	SP
i çí=NO^	RT	RT
i çí=NO_	QS	QS
i çí=NP^	RS	RS
i çí=NP_	QT	QT
i çí=NQ^	RS	RS
i çí=NQ_	TR	TR
i çí=NR^	SO	SO
i çí=NS^	TP	TP
i çí=NT^	TM	TM
i çí=NMN^	RS	RS
i çí=NMN_	SM	SM
i çí=NMNa	SS	SS
i çí=NMNw	V	V
i çí=NMO^	TQ	TQ
i çí=NMO_	TN	TN
i çí=NMOa	US	US
i çí=NMOv	U	U
i çí=NMP^	RP	RP
i çí=NMP_	RV	RV
i çí=NMPa	UR	UR



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ბაიარებაა ობიექტის მფლობელები

კლიენტის სახელი: 17/10/2024 10:18:28 AM

ბაიარებაა ობიექტის მფლობელები	ბაიარებაა ობიექტის მფლობელები	ი-მფლობელობა
i-01	V	V
i-02	V	V
i-03	V	V
i-04	V	V
i-05	V	V
i-06	V	V
i-07	V	V
i-08	V	V
i-09	V	V
i-10	V	V
i-11	V	V
i-12	V	V
i-13	V	V
i-14	V	V
i-15	V	V
i-16	V	V
i-17	V	V
i-18	V	V
i-19	V	V
i-20	V	V
i-21	V	V
i-22	V	V
i-23	V	V
i-24	V	V
i-25	V	V
i-26	V	V
i-27	V	V
i-28	V	V
i-29	V	V
i-30	V	V
i-31	V	V
i-32	V	V
i-33	V	V
i-34	V	V
i-35	V	V
i-36	V	V
i-37	V	V
i-38	V	V
i-39	V	V
i-40	V	V
i-41	V	V
i-42	V	V
i-43	V	V
i-44	V	V
i-45	V	V
i-46	V	V
i-47	V	V
i-48	V	V
i-49	V	V
i-50	V	V
i-51	V	V
i-52	V	V
i-53	V	V
i-54	V	V
i-55	V	V
i-56	V	V
i-57	V	V
i-58	V	V
i-59	V	V
i-60	V	V
i-61	V	V
i-62	V	V
i-63	V	V
i-64	V	V
i-65	V	V
i-66	V	V
i-67	V	V
i-68	V	V
i-69	V	V
i-70	V	V
i-71	V	V
i-72	V	V
i-73	V	V
i-74	V	V
i-75	V	V
i-76	V	V
i-77	V	V
i-78	V	V
i-79	V	V
i-80	V	V
i-81	V	V
i-82	V	V
i-83	V	V
i-84	V	V
i-85	V	V
i-86	V	V
i-87	V	V
i-88	V	V
i-89	V	V
i-90	V	V
i-91	V	V
i-92	V	V
i-93	V	V
i-94	V	V
i-95	V	V
i-96	V	V
i-97	V	V
i-98	V	V
i-99	V	V
i-100	V	V



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baíaÉa Éái=áÇi á-ÁääóW

kl qb= =ççäç= ÉíÉaÁÉè= Éçääéçí áÇÇä= mÉä á ä ò ÉéçäK

i ~áÇm-éÁÉä	baíaÉa Éái	i á-Áääó
i çí=NQTw	V	V
i çí=NQUw	V	V
i çí=NQWw	V	V
i çí=NRRw	U	U
i çí=NRRw	V	V
i çí=NRCw	V	V
i çí=NRPw	V	V
i çí=NRCw	V	V
i çí=NRRw	V	V
i çí=NRSw	V	V
i çí=NRTw	V	V
i çí=NRLw	V	V
i çí=NRLw	V	V
i çí=NRMw	V	V
i çí=NRSw	V	V
i çí=NRCw	V	V
i çí=NRPw	V	V
i çí=NRSw	V	V
i çí=NSTw	V	V
i çí=NRLw	V	V
i çí=NRSw	V	V
i çí=NMTw	V	V
i çí=NMTw	U	U
i çí=NTQv	U	U
i çí=NTPw	V	V
i çí=NTQv	U	U
i çí=NTRv	U	U





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baíaÉa Éaí=áÇi á-ÁáóW

kl qb= ñçäö ÉaÉaÉe=Éçááéçí äÇÇä=ñéá á ä ñ ÉéçäK

i ñÇm-éÉa	baíaÉa Éaí	i á-Ááó
i çí=ñMISv	U	U
i çí=ñMITv	U	U
i çí=ñMTUv	U	U
i çí=ñMTVv	U	U
i çí=ñMUw	V	V
i çí=ñMUNw	V	V
i çí=ñMUOv	U	U
i çí=ñMUPv	U	U
i çí=ñMUQv	U	U
i çí=ñMURv	U	U
i çí=ñMUSv	U	U
i çí=ñMUTv	U	U
i çí=ñMUUv	U	U
i çí=ñMUWv	V	V
i çí=ñMMv	U	U
i çí=ñMNv	U	U
i çí=ñMOv	U	U
i çí=ñMPv	U	U
i çí=ñMQv	U	U
i çí=ñMRv	U	U
i çí=ñMSv	U	U
i çí=ñMTv	U	U
i çí=ñMUw	V	V
i çí=ñMWv	V	V
i çí=ñMMw	V	V
i çí=ñNN	RQ	RQ
i çí=ñNNa	TT	TT
i çí=ñNNw	V	V
i çí=ñNO	SV	SV





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baíáÉa Éaí=áÇí á-ÄääóW

kl qb= =çäç=ó ÉíÉaAEé=Éçáá=éçí áÇíá= =mäá á ä =ÉçäK

i ~áÇí=áÉa	baíáÉa Éaí	i á-Äääó
i çí=NNCa	UT	UT
i çí=NNQv	U	U
i çí=NNP'	RT	RT
i çí=NNPa	RT	RT
i çí=NNPv	U	U
i çí=NNQ	VT	VT
i çí=NNCa	SS	SS
i çí=NNQw	V	V
i çí=NNR'	UR	UR
i çí=NNRa	RO	RO
i çí=NNRv	U	U
i çí=NNB'	SN	SN
i çí=NNBa	RO	RO
i çí=NNBv	U	U
i çí=NNI'	SU	SU
i çí=NNIa	RP	RP
i çí=NNIv	U	U
i çí=NNU	RP	RP
i çí=NNLa	SV	SV
i çí=NNUw	V	V
i çí=NNW'	TM	TM
i çí=NNWa	QV	QV
i çí=NNWw	V	V
i çí=NNM	SS	SS
i çí=NNMa	UR	UR
i çí=NNMw	V	V
i çí=NNN'	RQ	RQ
i çí=NNNa	SN	SN
i çí=NNNw	V	V





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kl qb= ñçäö ÉíÉáAÉè= áçááéçí áÇíá= mÉá á ä ñ ÉéçáK

i ~áÇí=áÉa	baíaÉa Éái	i á-Äáó
i çí=NNQ	RQ	RQ
i çí=NNQa	SP	SP
i çí=NNQw	V	V
i çí=NNPa	UP	UP
i çí=NNPw	V	V
i çí=NNQw	V	V
i çí=NNRw	V	V
i çí=NOV^	NCR	NCR
i çí=NOV_	TT	TT
i çí=NOV'	RQ	RQ
i çí=NOVa	TT	TT
i çí=NOV^	SN	SN
i çí=NOV_	RP	RP
i çí=NOV'	SV	SV
i çí=NOVa	UT	UT
i çí=NOV^	NQD	NQD
i çí=NOV_	RQ	RQ
i çí=NOV'	RT	RT
i çí=NOV Pa	RT	RT
i çí=NOV^	TV	TV
i çí=NOV_	QS	QS
i çí=NOVQ	VT	VT
i çí=NOVa	SS	SS
i çí=NOV^	QU	QU
i çí=NOV_	QS	QS
i çí=NOV'	UR	UR
i çí=NOV Pa	RO	RO
i çí=NOV^	RM	RM
i çí=NOV_	QQ	QQ





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baíaáÉa Éaí=áÇí á-ÁááóW

kl qb= ñçäþ ò ÉñÉaÁÉè= Ëçääéçí ðÉÇá=ñáÉ á ä ò ÉéçäK

i ~áÇíñ-áÉa	baíaáÉa Éaí	i á-Áááó
i çíñNPMP^	NQO	NQO
i çíñNPMP_	RN	RN
i çíñNPMP'	RT	RT
i çíñNPMPa	RS	RS
i çíñNPMPQ^	TP	TP
i çíñNPMPQ_	RP	RP
i çíñNPMPQ'	VT	VT
i çíñNPMPQa	SS	SS
i çíñNPMPR^	RM	RM
i çíñNPMPR_	RQ	RQ
i çíñNPMPR'	US	US
i çíñNPMPRa	RO	RO
i çíñNPMPa^	RM	RM
i çíñNPMPa_	QS	QS
i çíñNPMPa'	SN	SN
i çíñNPMPaSa	RO	RO
i çíñNPMPa^	QU	QU
i çíñNPMPa_	QS	QS
i çíñNPMPa'	SV	SV
i çíñNPMPaSa	RP	RP
i çíñNPMPa^	TV	TV
i çíñNPMPa_	SS	SS
i çíñNPMPaU	RO	RO
i çíñNPMPaUa	SV	SV
i çíñNPMPa^	TN	TN
i çíñNPMPa_	TR	TR
i çíñNPMPa'	TN	TN
i çíñNPMPaSa	QV	QV
i çíñNPMPa^	TU	TU





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baíaÉa Éái=áÇi á-ÄääóW

kl qb= çÇäç=ó ÉñÉaAÉè=Éçääéçí dÇÇä=ñÉä á ä ð ÉçäK

i ~áÇm-éÉa	baíaÉa Éái	i á-Äääó
i çí=NPm_	TT	TT
i çí=NPm	SS	SS
i çí=NPm^	UR	UR
i çí=NPm^	UO	UO
i çí=NPm_	RN	RN
i çí=NPm	RR	RR
i çí=NPm^	RU	RU
i çí=NPn^	NMP	NMP
i çí=NPn_	TO	TO
i çí=NPn	RR	RR
i çí=NPn^	SP	SP
i çí=NPn_	TO	TO
i çí=NPn^	UP	UP
i çí=NPn^	NOS	NOS
i çí=NPn_	SP	SP
i çí=NPn	RR	RR
i çí=NPn^	TT	TT
i çí=NPn^	ST	ST
i çí=NPn_	SQ	SQ
i çí=NPn	TM	TM
i çí=NPn^	UT	UT
i çí=NPp^	NQP	NQP
i çí=NPp_	RN	RN
i çí=NPp^	RT	RT
i çí=NPp^	RT	RT
i çí=NPp^	TP	TP
i çí=NPp_	RP	RP
i çí=NPp	VU	VU
i çí=NPp^	SR	SR





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**OWNERS CORPORATION 1
PLAN NO. PS746092G**

baíaáÉa Éái=áÇi á-ÁááóW

kl qb=ççáç=ó ÉíÉaÁÉè=Éçááèéçí áÇÇá=maá á á ò ÉéçáK

i ~áÇm-éÁÉa	baíaáÉa Éái	i á-Áááó
i çí=NQMR^	RM	RM
i çí=NQMR_	RQ	RQ
i çí=NQMR'	UR	UR
i çí=NQMRa	RO	RO
i çí=NQMS^	RM	RM
i çí=NQMS_	QT	QT
i çí=NQMS'	SN	SN
i çí=NQMSa	RN	RN
i çí=NQMT^	QU	QU
i çí=NQMT_	QT	QT
i çí=NQMT'	SV	SV
i çí=NQMTa	RP	RP
i çí=NQMU^	TV	TV
i çí=NQMU_	SS	SS
i çí=NQMU'	RP	RP
i çí=NQMUa	SV	SV
i çí=NQMV^	TN	TN
i çí=NQMV_	TR	TR
i çí=NQMV'	TN	TN
i çí=NQMVa	RM	RM
i çí=NQNM^	TU	TU
i çí=NQNM_	TT	TT
i çí=NQNM'	SS	SS
i çí=NQNM'a	UR	UR
i çí=NQNN^	UO	UO
i çí=NQNN_	RN	RN
i çí=NQNN'	RQ	RQ
i çí=NQNNa	SN	SN
i çí=NQNO^	NMP	NMP





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OWNERS CORPORATION 1
PLAN NO. PS746092G

baíáÉa Éaí=áÇí á-ÁáóW

kl qb= ççäç= ÉíÉaÁÉè= Éçááèéçí áÇÇá= mÉá á ä ò ÉéçáK

i ~áÇm-éÁÉá	baíáÉa Éaí	i á-Ááó
i çí=NQNO_	TO	TO
i çí=NQNO	RQ	RQ
i çí=NQNOa	SP	SP
i çí=NQNP_	TO	TO
i çí=NQNPa	UO	UO
i çí=NRVN^	NOS	NOS
i çí=NRVN_	SP	SP
i çí=NRVN	RR	RR
i çí=NRVNa	TU	TU
i çí=NRVQ^	SO	SO
i çí=NRVQ_	SQ	SQ
i çí=NRVQ	TM	TM
i çí=NRVQa	UT	UT
i çí=NRVP^	NPT	NPT
i çí=NRVP_	RN	RN
i çí=NRVP	RT	RT
i çí=NRVPa	RT	RT
i çí=NRVQ^	TP	TP
i çí=NRVQ_	RP	RP
i çí=NRVQ	VU	VU
i çí=NRVQa	SS	SS
i çí=NRVR^	RM	RM
i çí=NRVR_	RQ	RQ
i çí=NRVR	UR	UR
i çí=NRVRa	RO	RO
i çí=NRVS^	QU	QU
i çí=NRVS_	QT	QT
i çí=NRVS	SO	SO
i çí=NRVSa	RO	RO





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baíáÉá Éáí=áÇí á-ÁáóW

kl qb= ÷çáç=ó ÉíÉáÁÉè=Éçááóéçí áÇÇá=íéá á á ò ÉéçáK

i ÷áÇí=áÉá	baíáÉá Éáí	i á-Ááó
i çí=NRMI^	RO	RO
i çí=NRMI_	QT	QT
i çí=NRMI	SV	SV
i çí=NRMIa	RP	RP
i çí=NRMI^	UQ	UQ
i çí=NRMI_	SS	SS
i çí=NRMI	RP	RP
i çí=NRMIa	SV	SV
i çí=NRMI^	TN	TN
i çí=NRMI_	TR	TR
i çí=NRMI	TN	TN
i çí=NRMIa	RM	RM
i çí=NRMI^	TU	TU
i çí=NRMI_	TT	TT
i çí=NRMI	SS	SS
i çí=NRMIa	US	US
i çí=NRMI^	TS	TS
i çí=NRMI_	RN	RN
i çí=NRMI	RQ	RQ
i çí=NRMIa	SN	SN
i çí=NRMI^	NMP	NMP
i çí=NRMI_	TO	TO
i çí=NRMI	RQ	RQ
i çí=NRMIa	SQ	SQ
i çí=NRMI_	TO	TO
i çí=NRMIa	UQ	UQ
i çí=NRMI^	NOS	NOS
i çí=NRMI_	SQ	SQ
i çí=NRMI	RR	RR





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baíaÉa Éaí=áÇí á-ÁáóW

kl qb= ñçäö ñÉÉáÁÉè=Éçääéçí äÇÇá=ñÉá á ä ñ ÉéçäK

i ~áÇí=áÉá	baíaÉa Éaí	i á-Ááó
i çí=NSMNa	TU	TU
i çí=NSMD'	SO	SO
i çí=NSMD_	SR	SR
i çí=NSMD	TM	TM
i çí=NSMDa	UT	UT
i çí=NSMP^	NQP	NQP
i çí=NSMP_	RN	RN
i çí=NSMP'	RT	RT
i çí=NSMPa	RS	RS
i çí=NSMQ'	TP	TP
i çí=NSMQ_	RP	RP
i çí=NSMQ	VU	VU
i çí=NSMQa	SS	SS
i çí=NSMR^	QU	QU
i çí=NSMR_	RQ	RQ
i çí=NSMR	US	US
i çí=NSMRa	RN	RN
i çí=NSM^	RM	RM
i çí=NSM_	QT	QT
i çí=NSM'	SO	SO
i çí=NSMa	RO	RO
i çí=SMI^	RO	RO
i çí=SMI_	QT	QT
i çí=SMI	SV	SV
i çí=SMIa	RP	RP
i çí=SMU^	TV	TV
i çí=SMU_	SS	SS
i çí=SMU	RP	RP
i çí=SMUa	SV	SV





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baíaáÉa Éaí=áÇí á-ÁááóW

kl qb= ñçãç=ó ÉñÉaÁÉè=Éçááó=éçí áÇíÇá=ñÉá á á ñ ÉéçáK

i ~áÇíñ-éÁÉá	baíaáÉa Éaí	i á-Áááó
i çíñNSM^	TN	TN
i çíñNSM_	TR	TR
i çíñNSM'	TN	TN
i çíñNSMa	RM	RM
i çíñNSM^	TU	TU
i çíñNSM_	TT	TT
i çíñNSM'	ST	ST
i çíñNSMa	US	US
i çíñNSN^	UO	UO
i çíñNSN_	RN	RN
i çíñNSN'	RQ	RQ
i çíñNSNa	RS	RS
i çíñNSNO^	NMP	NMP
i çíñNSNO_	TO	TO
i çíñNSNO'	RQ	RQ
i çíñNSNOa	SQ	SQ
i çíñNSNP_	TO	TO
i çíñNSNPa	UQ	UQ
i çíñNTM^	NOS	NOS
i çíñNTM_	SQ	SQ
i çíñNTM'	RQ	RQ
i çíñNTMa	TT	TT
i çíñNTMO^	ST	ST
i çíñNTMO_	SR	SR
i çíñNTMO'	TM	TM
i çíñNTMOa	UT	UT
i çíñNTMP^	NPT	NPT
i çíñNTMP_	RN	RN
i çíñNTMP'	RT	RT





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kl qb= ççäç ò ÈñááAÉè=éçááèéçí äÇÇá=ñáá á ä ò ÉéçäK

i ~áÇm-áÉá	baíáÉa Éaí	i á-Áááó
i çí=NTMPa	RT	RT
i çí=NTMQ^	TQ	TQ
i çí=NTMQ_	RP	RP
i çí=NTMQ	VU	VU
i çí=NTMQa	ST	ST
i çí=NTMR^	RM	RM
i çí=NTMR_	RQ	RQ
i çí=NTMR	US	US
i çí=NTMRa	RO	RO
i çí=NTMS^	RM	RM
i çí=NTMS_	QT	QT
i çí=NTMS^	SN	SN
i çí=NTMSa	RN	RN
i çí=NTM^	QU	QU
i çí=NTM_	QT	QT
i çí=NTM^	SV	SV
i çí=NTMfa	RP	RP
i çí=NTMU^	UQ	UQ
i çí=NTMJ_	ST	ST
i çí=NTMU	RP	RP
i çí=NTMJa	TM	TM
i çí=NTM^	TO	TO
i çí=NTM_	TS	TS
i çí=NTM^	TN	TN
i çí=NTMa	QV	QV
i çí=NTNM^	TU	TU
i çí=NTNM_	TU	TU
i çí=NTNM	ST	ST
i çí=NTNva	US	US



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kl qb= =ççáç= ÉíÉáÁÉè=Éçáá=éçí áÇÇá= mÉá á á =ÉçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=NTNN^	UO	UO
i çí=NTNN_	RN	RN
i çí=NTNN	RR	RR
i çí=NTNNa	SN	SN
i çí=NTNO^	NMP	NMP
i çí=NTNO_	TN	TN
i çí=NTNO	RR	RR
i çí=NTNOa	SO	SO
i çí=NTNP_	TN	TN
i çí=NTNPa	UQ	UQ
i çí=NUMN^	NOS	NOS
i çí=NUMN_	SQ	SQ
i çí=NUMN	RR	RR
i çí=NUMNa	TU	TU
i çí=NUMO^	SO	SO
i çí=NUMO_	SR	SR
i çí=NUMO	TM	TM
i çí=NUMOa	UT	UT
i çí=NUMP^	NQP	NQP
i çí=NUMP_	RN	RN
i çí=NUMP	RT	RT
i çí=NUMPa	RT	RT
i çí=NUMQ^	TQ	TQ
i çí=NUMQ_	RP	RP
i çí=NUMQ	VU	VU
i çí=NUMQa	ST	ST
i çí=NUMR^	RM	RM
i çí=NUMR_	RQ	RQ
i çí=NUMR	US	US





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baíáÉa Éaí=áÇí a-ÁáóW

kl qb=ççáç=ÉÉáÁÉè=Éçááéçí çÇáá=áÉá áã ò ÉéçáK

i ~áÇí=áÉa	baíáÉa Éaí	i a-Ááó
i çí=NUMRa	RN	RN
i çí=NUM^	RM	RM
i çí=NUM_	QT	QT
i çí=NUM'	SN	SN
i çí=NUMa	RO	RO
i çí=NUM^	RO	RO
i çí=NUM_	QT	QT
i çí=NUM'	SV	SV
i çí=NUMa	RP	RP
i çí=NUM^	UQ	UQ
i çí=NUM_	ST	ST
i çí=NUMJ	RP	RP
i çí=NUMa	TM	TM
i çí=NUM^	TO	TO
i çí=NUM_	TS	TS
i çí=NUM'	TN	TN
i çí=NUMa	RM	RM
i çí=NUM'	TU	TU
i çí=NUM_	TU	TU
i çí=NUM	ST	ST
i çí=NUMa	US	US
i çí=NUM^	TT	TT
i çí=NUM_	RN	RN
i çí=NUM'	RQ	RQ
i çí=NUMa	RV	RV
i çí=NUMO'	NMP	NMP
i çí=NUMO_	TP	TP
i çí=NUMO	RQ	RQ
i çí=NUMOa	SQ	SQ





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kl qb= =ççäç= ÉíÉaÁÉè= Éçääéçí áÇÇä= mÉá á ä ð ÉéçäK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=NUNP_	TP	TP
i çí=NUNPa	UQ	UQ
i çí=NMN^	NOT	NOT
i çí=NMN_	SQ	SQ
i çí=NMN	RR	RR
i çí=NMNa	TT	TT
i çí=NMNs	N	N
i çí=MMO^	ST	ST
i çí=MMO_	SR	SR
i çí=MMO	TM	TM
i çí=MMOa	UU	UU
i çí=MMOs	N	N
i çí=MMP^	NPU	NPU
i çí=MMP_	RN	RN
i çí=MMP^	RT	RT
i çí=MMPa	RS	RS
i çí=MMPs	N	N
i çí=MMQ^	UM	UM
i çí=MMQ_	RP	RP
i çí=MMQ	W	W
i çí=MMQa	ST	ST
i çí=MMQs	N	N
i çí=MMR^	QU	QU
i çí=MMR_	RQ	RQ
i çí=MMR	UR	UR
i çí=MMRa	RO	RO
i çí=MMRs	N	N
i çí=MMs^	RM	RM
i çí=MMs_	QT	QT





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baíáÉa Éaí=áÇí á-ÁáóW

kl qb= ñçäö ÉíÉáÁÉè=Éçááèéçí äÇÇá=ñéá á ä ñ ÉéçäK

i ~áÇíñ-ÉÁÉá	baíáÉa Éaí	i á-Ááó
i çí=MMŠ`	SN	SN
i çí=MMŠa	RO	RO
i çí=MMŠs	N	N
i çí=MMŠ^	RO	RO
i çí=MMŠ_	QT	QT
i çí=MMŠΓ	SV	SV
i çí=MMŠa	RP	RP
i çí=MMŠ^	UQ	UQ
i çí=MMŠ_	ST	ST
i çí=MMŠJ	RP	RP
i çí=MMŠa	TM	TM
i çí=MMŠs	N	N
i çí=MMŠ^	TO	TO
i çí=MMŠ_	TS	TS
i çí=MMŠΓ	TN	TN
i çí=MMŠa	QV	QV
i çí=MMŠs	N	N
i çí=MMŠΓ	TU	TU
i çí=MMŠ_	TU	TU
i çí=MMŠ	ST	ST
i çí=MMŠa	US	US
i çí=MMŠs	N	N
i çí=MMŠ^	UO	UO
i çí=MMŠ_	RN	RN
i çí=MMŠ	RQ	RQ
i çí=MMŠa	RV	RV
i çí=MMŠO^	NMP	NMP
i çí=MMŠO_	TP	TP
i çí=MMŠO	RQ	RQ





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baíaÉa Éái=áÇí á-ÁáóW

kl qb=ççáç=ÉÉÉÁÁÉé=Éçááééçí áÇíÇá=áÉá á á ð ÉéçáK

i ~áÇm-áÉá	baíaÉa Éái	i á-Ááó
i çí=NVNa	SQ	SQ
i çí=MNP_	TN	TN
i çí=MNPa	UQ	UQ
i çí=MNRs	N	N
i çí=MNSs	N	N
i çí=MNTs	N	N
i çí=MNUb	N	N
i çí=MNVs	N	N
i çí=NVOb	N	N
i çí=NVQb	N	N
i çí=NVQs	N	N
i çí=NVOTs	N	N
i çí=NVQb	N	N
i çí=NVQs	N	N
i çí=NVPS	N	N
i çí=NVPPs	N	N
i çí=NVQb	N	N
i çí=NVPRs	N	N
i çí=NVPSs	N	N
i çí=NVQb	N	N
i çí=NVQRs	N	N
i çí=NVQb	N	N
i çí=NVQs	N	N
i çí=NVRNb	N	N
i çí=NVROs	N	N
i çí=NVRPb	N	N
i çí=NVROb	N	N
i çí=NVRRb	N	N
i çí=NVRSs	N	N





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baíaíEá Éái=áÇi á-ÁáóW

kl qb=ççãçñ ò ÉíñEáÁÉè=áÉçãáñ-éçí çÉÇãñ=ñEá á ã ò Ééçãk

i ~áÇm-éÁEá	baíaíEá Éái	i á-Ááó
i çí=N/SMS	N	N
i çí=N/SNS	N	N
i çí=N/SOS	N	N
i çí=N/SPPs	N	N
i çí=N/SQs	N	N
i çí=N/SRS	N	N
i çí=N/SSSs	N	N
i çí=N/STs	N	N
i çí=OMN^	NOT	NOT
i çí=OMN_	SQ	SQ
i çí=OMN	RR	RR
i çí=OMNa	TU	TU
i çí=OMNw	V	V
i çí=OMD^	SO	SO
i çí=OMD_	SR	SR
i çí=OMD	TM	TM
i çí=OMDa	UU	UU
i çí=OMDw	V	V
i çí=OMP^	NQQ	NQQ
i çí=OMP_	RN	RN
i çí=OMP	RT	RT
i çí=OMP a	RU	RU
i çí=OMPw	V	V
i çí=OMQ^	TQ	TQ
i çí=OMQ_	RP	RP
i çí=OMQ	W	W
i çí=OMQ a	ST	ST
i çí=OMQw	V	V
i çí=OMR^	RM	RM





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baíaÉa Éái=áÇi á-ÁáóW

kl qb= ÷çäç=ó ÉñÉaÁÉè=Éçááèéçí áÇÇá=ñÉá á ã ò ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=OMR_	RQ	RQ
i çí=OMR	UT	UT
i çí=OMRa	RP	RP
i çí=OMRw	V	V
i çí=OMS^	QU	QU
i çí=OMS_	QT	QT
i çí=OMS`	SP	SP
i çí=OMSa	RP	RP
i çí=OMSw	V	V
i çí=OMT^	RO	RO
i çí=OMT_	QT	QT
i çí=OMT`	SV	SV
i çí=OMTa	RQ	RQ
i çí=OMTw	V	V
i çí=OMU^	TV	TV
i çí=OMU_	ST	ST
i çí=OMU	RQ	RQ
i çí=OMUa	TM	TM
i çí=OMUw	V	V
i çí=OMV^	TO	TO
i çí=OMV_	TS	TS
i çí=OMV`	TN	TN
i çí=OMVa	RM	RM
i çí=OMVw	V	V
i çí=OMW^	TU	TU
i çí=OMW_	TU	TU
i çí=OMW	ST	ST
i çí=OMWa	US	US
i çí=OMWw	V	V





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kl qb= ççäç= ÉñÉaÁÉè= Éçááèéçí áÇÇá= mÉá á ä ò ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=OMN^	TT	TT
i çí=OMN_	RN	RN
i çí=OMN	RQ	RQ
i çí=OMNa	SO	SO
i çí=OMNw	V	V
i çí=OMN^	NMP	NMP
i çí=OMNO_	TN	TN
i çí=OMNO	RQ	RQ
i çí=OMNa	SP	SP
i çí=OMQw	V	V
i çí=OMP_	TP	TP
i çí=OMPa	UP	UP
i çí=OMPw	V	V
i çí=OMQw	V	V
i çí=OMRw	V	V
i çí=OMsv	U	U
i çí=OMTv	U	U
i çí=OMUv	U	U
i çí=OMWv	U	U
i çí=OMQw	V	V
i çí=OMQv	U	U
i çí=OMPv	U	U
i çí=OMQw	V	V
i çí=OMRw	V	V
i çí=OMSw	V	V
i çí=OMT^	V	V
i çí=OMUw	V	V
i çí=OMQw	V	V





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baíaáÉa Éaí=áÇí á-ÁááóW

kl qb= ñçäö ñÉááÁÉè= áçááèéçí áÇíÇá=ñáá á á ñ ÉéçáK

i ~áÇíñ-áÉá	baíaáÉa Éaí	i á-Áááó
i çí=ÇMPW	V	V
i çí=ÇMPNw	V	V
i çí=ÇMPQw	V	V
i çí=ÇMPPw	V	V
i çí=ÇMPQw	V	V
i çí=ÇMPRw	V	V
i çí=ÇMPSw	V	V
i çí=ÇMPTw	V	V
i çí=ÇMPUw	V	V
i çí=ÇMPVw	V	V
i çí=ÇMQW	V	V
i çí=ÇMQNw	V	V
i çí=ÇMQOw	V	V
i çí=ÇMCPw	V	V
i çí=ÇMQQw	V	V
i çí=ÇMCRw	V	V
i çí=ÇMCSw	V	V
i çí=ÇMQTw	V	V
i çí=ÇMLUw	V	V
i çí=ÇMQV	U	U
i çí=ÇMRW	U	U
i çí=ÇMRNw	V	V
i çí=ÇMROW	V	V
i çí=ÇMRV	U	U
i çí=ÇMRQ	U	U
i çí=ÇMRR	U	U
i çí=ÇMRSv	U	U
i çí=ÇMRTv	U	U
i çí=ÇMRUv	U	U





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baíaĒá Éái=áÇi á-ĀāóW

kl qb=ççāçō ÉñĒáĀĒē=Ēçāāēēçī āÇĀā=ñĒá á ā ñ ÉéçāK

i ~āÇm-ĒĒá	baíaĒá Éái	i á-Āāó
i çí=OMRV	U	U
i çí=OMSW	U	U
i çí=OMSN	U	U
i çí=OMSOW	V	V
i çí=OMSPV	U	U
i çí=OMSQW	V	V
i çí=OMSRV	U	U
i çí=OMSSW	V	V
i çí=OMSTV	U	U
i çí=OMSUW	U	U
i çí=OMSV	U	U
i çí=OMTW	U	U
i çí=OMTN	U	U
i çí=OMTOW	V	V
i çí=OMTPV	U	U
i çí=OMTQW	V	V
i çí=OMTRW	V	V
i çí=OMTSV	U	U
i çí=OMTV	U	U
i çí=OMTUW	V	V
i çí=OMTV	U	U
i çí=OMUW	U	U
i çí=OMUN	U	U
i çí=OMUO	U	U
i çí=OMPV	U	U
i çí=OMUQ	U	U
i çí=OMURW	V	V
i çí=OMUSW	NM	NM
i çí=OMUTV	U	U





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OWNERS CORPORATION 1
PLAN NO. PS746092G

baíaÉa Éái=áÇi á-ÁáóW

kl qb=ççáç=ÉÉÉaÁÉè=Éçááèéçí áÇÇá=maá á á ò ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=ÇMR^	RM	RM
i çí=ÇMR_	RQ	RQ
i çí=ÇMR'	US	US
i çí=ÇMRa	RO	RO
i çí=ÇMRv	U	U
i çí=ÇMS^	QU	QU
i çí=ÇMS_	QT	QT
i çí=ÇMS'	SN	SN
i çí=ÇMSa	RP	RP
i çí=ÇMSv	U	U
i çí=ÇMT^	QU	QU
i çí=ÇMT_	QT	QT
i çí=ÇMT'	TM	TM
i çí=ÇMTa	RQ	RQ
i çí=ÇMTv	U	U
i çí=ÇMU^	UR	UR
i çí=ÇMU_	ST	ST
i çí=ÇMU	RQ	RQ
i çí=ÇMJa	TM	TM
i çí=ÇMv	U	U
i çí=ÇM^	TO	TO
i çí=ÇM_	TS	TS
i çí=ÇM'	TO	TO
i çí=ÇMa	RM	RM
i çí=ÇMv	U	U
i çí=ÇM'	TV	TV
i çí=ÇM_	TU	TU
i çí=ÇM	ST	ST
i çí=ÇMa	US	US





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**OWNERS CORPORATION 1
PLAN NO. PS746092G**

baíaãEá Éái=áÇi á-ÄääóW

kl qb= ççãç=ó ÈñEáAEè=Éçááw=éçí aÇEçã=ñEá á á ã=ÉéçãK

i ~áÇm-éÁEá	baíaãEá Éái	i á-Äääó
i çí=ÖNNw	NM	NM
i çí=ÖNN^	TT	TT
i çí=ÖNN_	RN	RN
i çí=ÖNN	RR	RR
i çí=ÖNNa	RS	RS
i çí=ÖNNw	V	V
i çí=ÖNNó	NMQ	NMQ
i çí=ÖNNó_	TP	TP
i çí=ÖNNó	RR	RR
i çí=ÖNNa	SQ	SQ
i çí=ÖNNw	V	V
i çí=ÖNNP_	TP	TP
i çí=ÖNNPa	UQ	UQ
i çí=ÖNNPw	V	V
i çí=ÖNNQw	V	V
i çí=ÖNNRw	V	V
i çí=ÖNNSw	V	V
i çí=ÖNNTw	V	V
i çí=ÖNNw	V	V
i çí=ÖNOW	V	V
i çí=ÖNONw	NM	NM
i çí=ÖNOw	NM	NM
i çí=ÖNCPw	V	V
i çí=ÖNOQ	NM	NM
i çí=ÖNCRw	NM	NM
i çí=ÖNOSw	NM	NM
i çí=ÖNOTw	V	V
i çí=ÖNOW	NM	NM
i çí=ÖNPW	U	U





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OWNERS CORPORATION 1
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baíaÉa Éaí=áÇi á-ÁáóW

kl qb= ñçäö ÉñÉaÁÉè=Éçááèéçí äÇÇá=ñÉá á ä ñ ÉéçäK

i ~áÇm-éÁÉá	baíaÉa Éaí	i á-Ááó
i çí=ONSW	U	U
i çí=ONSNw	V	V
i çí=ONSOw	V	V
i çí=ONSPw	V	V
i çí=ONSQw	V	V
i çí=ONSRw	V	V
i çí=ONSSw	V	V
i çí=ONSTw	V	V
i çí=ONSUw	V	V
i çí=ONSVw	V	V
i çí=ONTMw	V	V
i çí=ONTNw	V	V
i çí=ONTOw	V	V
i çí=ONTPw	V	V
i çí=ONTQw	V	V
i çí=ONTRw	V	V
i çí=ONTSw	V	V
i çí=ONTTw	V	V
i çí=ONTUw	NM	NM
i çí=ONTVw	NM	NM
i çí=ONUMw	NM	NM
i çí=ONUNv	U	U
i çí=ONUOv	U	U
i çí=ONUPv	U	U
i çí=ONUQw	V	V
i çí=ONURv	U	U
i çí=ONUSv	U	U
i çí=ONUTv	U	U
i çí=ONUUV	U	U





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baíaÉa Éái=áÇi á-ÁáóW

kl qb= =ççäç=ó ÉíÉáÁÉè=Éçááèéçí áÇÇá=íÉá á á ò ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=ÖNUw	U	U
i çí=ÖNMw	U	U
i çí=ÖMnw	U	U
i çí=ÖMOv	U	U
i çí=ÖMPv	U	U
i çí=ÖMQv	U	U
i çí=ÖMRw	V	V
i çí=ÖMSv	U	U
i çí=ÖMTv	U	U
i çí=ÖMuv	U	U
i çí=ÖMvw	U	U
i çí=ÖMMw	V	V
i çí=ÖMN^	NOT	NOT
i çí=ÖMN_	SQ	SQ
i çí=ÖMn	RQ	RQ
i çí=ÖMNa	TU	TU
i çí=ÖMnv	U	U
i çí=ÖMO^	ST	ST
i çí=ÖMO_	SR	SR
i çí=ÖMO	TN	TN
i çí=ÖMOa	UU	UU
i çí=ÖMOw	V	V
i çí=ÖMP^	NPU	NPU
i çí=ÖMP_	RN	RN
i çí=ÖMP^	RU	RU
i çí=ÖMPa	RU	RU
i çí=ÖMPv	U	U
i çí=ÖMQ^	TQ	TQ
i çí=ÖMQ_	RP	RP





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baíaÉa Éaí=áÇi á-ÁáóW

kl qb=ççáç=ÉÉÉaÁÉè=Éçááéçí çÇÇá=áÉá á á ò ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éaí	i á-Ááó
i çí=ÇOMQ	W	W
i çí=ÇOMQa	ST	ST
i çí=ÇOMQv	U	U
i çí=ÇOMR^	RM	RM
i çí=ÇOMR_	RQ	RQ
i çí=ÇOMR	UT	UT
i çí=ÇOMRa	RP	RP
i çí=ÇOMRw	V	V
i çí=ÇOMS^	RM	RM
i çí=ÇOMS_	QT	QT
i çí=ÇOMS`	SO	SO
i çí=ÇOMSa	RP	RP
i çí=ÇOMSw	V	V
i çí=ÇOMT^	RO	RO
i çí=ÇOMT_	QT	QT
i çí=ÇOMT`	TM	TM
i çí=ÇOMTa	RO	RO
i çí=ÇOMTw	V	V
i çí=ÇOMU^	UR	UR
i çí=ÇOMU_	ST	ST
i çí=ÇOMU	RP	RP
i çí=ÇOMUa	TM	TM
i çí=ÇOMUw	V	V
i çí=ÇOMV^	TO	TO
i çí=ÇOMV_	TS	TS
i çí=ÇOMV`	TO	TO
i çí=ÇOMVa	RM	RM
i çí=ÇOMVw	V	V
i çí=ÇOMV^	TV	TV





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baíaÉa Éái=áÇi á-ÁääóW

kl qb= =ççäç=ó ÉíÉáÁÉè=Éçääéçí áÇÇä=maá á ä ò ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Áääó
i çí=000Tw	V	V
i çí=000Uw	V	V
i çí=000Vw	V	V
i çí=00PMw	V	V
i çí=00PNw	V	V
i çí=00POw	V	V
i çí=00PPv	U	U
i çí=00PQw	V	V
i çí=00PRw	V	V
i çí=00PSw	V	V
i çí=00PTw	V	V
i çí=00PUw	V	V
i çí=00PVw	V	V
i çí=00Rv	U	U
i çí=00Rv	U	U
i çí=00PM^	NOT	NOT
i çí=00PM_	SQ	SQ
i çí=00PM	RR	RR
i çí=00PMa	TU	TU
i çí=00PM0	ST	ST
i çí=00PM0_	SR	SR
i çí=00PM0	TN	TN
i çí=00PM0a	UU	UU
i çí=00PMP^	NPU	NPU
i çí=00PMP_	RN	RN
i çí=00PMP'	RT	RT
i çí=00PMPa	RU	RU
i çí=00PMP0	TQ	TQ
i çí=00PMP0_	RP	RP





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baíáÉa Éaí=aÇi á-ÁáóW

kl qb= ççäç=ó ÉíÉaÁÉè=Éçááèéçí äÉÇä=maá á ä ñ ÉéçäK

i ~áÇm-éÁÉa	baíáÉa Éaí	i á-Ááó
i çí=CPMQ	W	W
i çí=CPMQa	SS	SS
i çí=CPMR^	RM	RM
i çí=CPMR_	RQ	RQ
i çí=CPMR	US	US
i çí=CPMRa	RP	RP
i çí=CPMR^	QU	QU
i çí=CPMR_	QT	QT
i çí=CPMS	SO	SO
i çí=CPMSa	RO	RO
i çí=CPMS^	RO	RO
i çí=CPMS_	QT	QT
i çí=CPMT	TM	TM
i çí=CPMTa	RQ	RQ
i çí=CPMU^	UM	UM
i çí=CPMU_	ST	ST
i çí=CPMU	RQ	RQ
i çí=CPMJa	TM	TM
i çí=CPM^	TO	TO
i çí=CPM_	TS	TS
i çí=CPM	TO	TO
i çí=CPMa	RM	RM
i çí=CPM^	TV	TV
i çí=CPM_	TU	TU
i çí=CPM	ST	ST
i çí=CPMa	UT	UT
i çí=CPM^	UP	UP
i çí=CPM_	RN	RN
i çí=CPM	RR	RR





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kl qb= cçäç=ó ÉñÉaÁÉè=Éçääéçí dÇÇä=ñÉä á ä ò ÉéçäK

i ~áÇm-éÁÉä	baíaÉa Éái	i a-Áääó
i çí=CPNa	SO	SO
i çí=CPNO'	NMQ	NMQ
i çí=CPNO_	TN	TN
i çí=CPNO	RR	RR
i çí=CPNOa	SP	SP
i çí=CPNP_	TP	TP
i çí=CPNPa	UP	UP
i çí=CQNA'	NOU	NOU
i çí=CQNN_	SQ	SQ
i çí=CQNN	RR	RR
i çí=CQNa	TT	TT
i çí=CQNO'	SO	SO
i çí=CQNO_	SR	SR
i çí=CQNO	TN	TN
i çí=CQNOa	UU	UU
i çí=CQNP'	NQR	NQR
i çí=CQNP_	RN	RN
i çí=CQNP'	RT	RT
i çí=CQNPa	RU	RU
i çí=CQNO'	UM	UM
i çí=CQNO_	RP	RP
i çí=CQNO	NMM	NMM
i çí=CQNOa	ST	ST
i çí=CQNR'	QU	QU
i çí=CQNR_	RQ	RQ
i çí=CQNR'	US	US
i çí=CQNPa	RP	RP
i çí=CQNS'	RM	RM
i çí=CQNS_	QT	QT





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kl qb= =ççäç=ó ÉñÉaÁÉè=Éçääéçí äÇÇä=ñÉä á ä ñ ÉéçäK

i ~áÇm-éÁÉä	baíaÉa Éái	i á-Áääó
i çí=ÇQMS`	SN	SN
i çí=ÇQMSa	RN	RN
i çí=ÇQMT^	RO	RO
i çí=ÇQMT_	QT	QT
i çí=ÇQMT`	TM	TM
i çí=ÇQMTa	RQ	RQ
i çí=ÇQMU^	UR	UR
i çí=ÇQMU_	ST	ST
i çí=ÇQMU`	RQ	RQ
i çí=ÇQMUa	TM	TM
i çí=ÇQMW^	TO	TO
i çí=ÇQMW_	TS	TS
i çí=ÇQMW`	TO	TO
i çí=ÇQMWa	QV	QV
i çí=ÇQNM^	TV	TV
i çí=ÇQNM_	TU	TU
i çí=ÇQNM`	ST	ST
i çí=ÇQNMa	UT	UT
i çí=ÇQNN^	TT	TT
i çí=ÇQNN_	RN	RN
i çí=ÇQNN`	RR	RR
i çí=ÇQNNa	SO	SO
i çí=ÇQNO^	NMQ	NMQ
i çí=ÇQNO_	TP	TP
i çí=ÇQNO`	RR	RR
i çí=ÇQNOa	SO	SO
i çí=ÇQNP_	TN	TN
i çí=ÇQNPa	UR	UR
i çí=ÇRMN^	NOU	NOU





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baíaÉa Éái=aÇi a-ÁáóW

kl qb= =ççæ= ÉíÉaÁÉè= Éçááèéçí aÇÇá= mÉá á á ò ÉéçáK

i ~aÇm-ÉÁÉa	baíaÉa Éái	i a-Ááó
i çí=CRN_	SQ	SQ
i çí=CRN	RR	RR
i çí=CRNa	TU	TU
i çí=CRMO^	SO	SO
i çí=CRMO_	SR	SR
i çí=CRMO	TN	TN
i çí=CRMOa	UU	UU
i çí=CRMP^	NQR	NQR
i çí=CRMP_	RN	RN
i çí=CRMP^	RU	RU
i çí=CRMPa	RU	RU
i çí=CRMQ^	TR	TR
i çí=CRMQ_	RP	RP
i çí=CRMQ	NMM	NMM
i çí=CRMQa	SU	SU
i çí=CRMR^	RM	RM
i çí=CRMR_	RQ	RQ
i çí=CRMR	US	US
i çí=CRMRa	RP	RP
i çí=CRMS^	RM	RM
i çí=CRMS_	QT	QT
i çí=CRMS	SP	SP
i çí=CRMSa	RP	RP
i çí=CRMT^	QU	QU
i çí=CRMT_	QT	QT
i çí=CRMT	TM	TM
i çí=CRMTa	RP	RP
i çí=CRMU^	UM	UM
i çí=CRMU_	SU	SU





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baíaÉa Éái=áÇi á-ÁáóW

kl qb= ççáç=ó ÉíÉáÁÉè=Éçááóéçí áÇÇá=íÉá á á ò ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=CRMU	RQ	RQ
i çí=CRMLa	TN	TN
i çí=CRM^	TP	TP
i çí=CRM_	TT	TT
i çí=CRM'	TO	TO
i çí=CRMa	QV	QV
i çí=CRM^	TV	TV
i çí=CRM_	TV	TV
i çí=CRM	ST	ST
i çí=CRMa	UT	UT
i çí=CRM^	UP	UP
i çí=CRM_	RN	RN
i çí=CRM	RR	RR
i çí=CRMa	SO	SO
i çí=CRNO^	NMQ	NMQ
i çí=CRNO_	TQ	TQ
i çí=CRNO'	RQ	RQ
i çí=CRNOa	SQ	SQ
i çí=CRNP_	TQ	TQ
i çí=CRNPa	UR	UR
i çí=OSM^	NOU	NOU
i çí=OSM_	SR	SR
i çí=OSM'	RT	RT
i çí=OSMa	TV	TV
i çí=OSMO^	ST	ST
i çí=OSMO_	SS	SS
i çí=OSMO'	TN	TN
i çí=OSMOa	UU	UU
i çí=OSMP^	NQR	NQR





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kl qb= =ççáç= ÉíÉáÁÉè=Éçááèéçí áÇÇá= mÉá á á ò ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=OSMP_	RO	RO
i çí=OSMP'	RU	RU
i çí=OSMPa	RU	RU
i çí=OSMQ^	TR	TR
i çí=OSMQ_	RQ	RQ
i çí=OSMQ	NMD	NMD
i çí=OSMQa	SU	SU
i çí=OSMR^	RN	RN
i çí=OSMR_	RR	RR
i çí=OSMR'	VP	VP
i çí=OSMRa	RP	RP
i çí=OSMS^	RN	RN
i çí=OSMS_	QT	QT
i çí=OSMS'	SU	SU
i çí=OSMSa	RP	RP
i çí=OSMT^	QV	QV
i çí=OSMT_	QT	QT
i çí=OSMT'	TM	TM
i çí=OSMTa	RQ	RQ
i çí=OSMU^	UM	UM
i çí=OSMU_	SU	SU
i çí=OSMU	RP	RP
i çí=OSMla	TN	TN
i çí=OSM^	TP	TP
i çí=OSM_	TT	TT
i çí=OSM'	TO	TO
i çí=OSMa	RM	RM
i çí=OSM^	TV	TV
i çí=OSM_	TV	TV





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baíaÉa Éái=áÇí á-ÁääóW

kl qb= ñçäö ÉíÉáÁÉë=Éçääéçí äÇÇá=ñÉá á ä ñ ÉéçäK

i ~áÇíñ-ÉÁÉá	baíaÉa Éái	i á-Áääó
i çí=ÖSNM	SU	SU
i çí=ÖSNMa	UT	UT
i çí=ÖSNM^	UP	UP
i çí=ÖSNN_	RO	RO
i çí=ÖSNN	RR	RR
i çí=ÖSNNa	SO	SO
i çí=ÖSNO^	NMQ	NMQ
i çí=ÖSNO_	TQ	TQ
i çí=ÖSNO	RS	RS
i çí=ÖSNOa	SQ	SQ
i çí=ÖSNP_	TQ	TQ
i çí=ÖSNPa	UP	UP
i çí=ÖTMN^	NOU	NOU
i çí=ÖTMN_	SR	SR
i çí=ÖTMN	RS	RS
i çí=ÖTMNa	TV	TV
i çí=ÖTMO^	SO	SO
i çí=ÖTMO_	SS	SS
i çí=ÖTMO	TN	TN
i çí=ÖTMOa	UV	UV
i çí=ÖTMP^	NPV	NPV
i çí=ÖTMP_	RO	RO
i çí=ÖTMP	RU	RU
i çí=ÖTMPa	RT	RT
i çí=ÖTMQ^	TR	TR
i çí=ÖTMQ_	RQ	RQ
i çí=ÖTMQ	NMD	NMD
i çí=ÖTMQa	SU	SU
i çí=ÖTMR^	RN	RN





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baíaÉa Éái=áÇi á-ÁáóW

kl qb=ççáç=ó ÉíÉáÁÉè=Éçáá=éçí áÇÇá=áÉá á á ò ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=OTMR_	RR	RR
i çí=OTMR	VP	VP
i çí=OTMRa	RO	RO
i çí=OTMS^	QV	QV
i çí=OTMS_	QT	QT
i çí=OTMS'	SV	SV
i çí=OTMSa	RP	RP
i çí=OTM^	RO	RO
i çí=OTM_	QT	QT
i çí=OTM'	TM	TM
i çí=OTMfa	RQ	RQ
i çí=OTM^	UR	UR
i çí=OTMU_	SU	SU
i çí=OTMU	RQ	RQ
i çí=OTMla	TN	TN
i çí=OTM^	TP	TP
i çí=OTM_	TT	TT
i çí=OTM'	TO	TO
i çí=OTMfa	RM	RM
i çí=OTNM^	TV	TV
i çí=OTNM_	UM	UM
i çí=OTNM	SU	SU
i çí=OTNla	UT	UT
i çí=OTN^	TU	TU
i çí=OTNN_	RP	RP
i çí=OTNN'	RR	RR
i çí=OTNla	RT	RT
i çí=OTNO^	NMQ	NMQ
i çí=OTNO_	TR	TR





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PLAN NO. PS746092G

baíaÉa Éái=áÇi á-ÁáóW

kl qb= =ççäç=ó ÉñÉaÁÉè=Éçááèéçí áÇÇá=ñÉá á ä ñ ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=OTNO	RR	RR
i çí=OTNOa	SR	SR
i çí=OTNP_	TR	TR
i çí=OTNPa	UR	UR
i çí=QUM^	NOU	NOU
i çí=QUM_	SR	SR
i çí=QUM'	RS	RS
i çí=QUMa	TU	TU
i çí=QUMQ^	SO	SO
i çí=QUMQ_	SS	SS
i çí=QUMQ'	TN	TN
i çí=QUMQa	UV	UV
i çí=QUMP^	NQR	NQR
i çí=QUMP_	RO	RO
i çí=QUMP'	RT	RT
i çí=QUMPa	RT	RT
i çí=QUMQ^	TR	TR
i çí=QUMQ_	RQ	RQ
i çí=QUMQ'	NMD	NMD
i çí=QUMQa	SU	SU
i çí=QUMR^	QV	QV
i çí=QUMR_	RR	RR
i çí=QUMR'	VP	VP
i çí=QUMRa	RP	RP
i çí=QUMS^	RN	RN
i çí=QUMS_	QT	QT
i çí=QUMS'	SU	SU
i çí=QUMSa	RP	RP
i çí=QUMT^	RO	RO





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**OWNERS CORPORATION 1
PLAN NO. PS746092G**

baíaÉa Éái=áÇi á-ÁáóW

kl qb=ççáç=ÉÉÉaÁÉè=Éçááèéçí áÇÇá=maá á á ò ÉéçáK

i ~áÇm-éÁÉa	baíaÉa Éái	i á-Ááó
i çí=ÇUMΓ_	QT	QT
i çí=ÇUMΓ	TM	TM
i çí=ÇUMΓa	RQ	RQ
i çí=ÇUM^	UM	UM
i çí=ÇUM_	SU	SU
i çí=ÇUMU	RQ	RQ
i çí=ÇUMa	TN	TN
i çí=ÇUM^	TP	TP
i çí=ÇUM_	TT	TT
i çí=ÇUM'	TO	TO
i çí=ÇUMa	RM	RM
i çí=ÇUM^	TV	TV
i çí=ÇUM_	UM	UM
i çí=ÇUM	SU	SU
i çí=ÇUMa	UT	UT
i çí=ÇUM^	UP	UP
i çí=ÇUM_	RP	RP
i çí=ÇUM	RR	RR
i çí=ÇUMa	RV	RV
i çí=ÇUM^	NMQ	NMQ
i çí=ÇUM_	TR	TR
i çí=ÇUM^	RR	RR
i çí=ÇUMa	SR	SR
i çí=ÇUM_	TR	TR
i çí=ÇUMPa	UR	UR
i çí=ÇUSUs	N	N
i çí=ÇUSVs	N	N
i çí=ÇUTMs	N	N
i çí=ÇUTNs	N	N





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baíaÉa Éaí=áÇi á-ÁáóW

kl qb= ñçäö ÉñÉaÁÉè=Éçááèéçí äÇÇá=ñÉá á ä ñ ÉéçäK

i ~áÇm-éÁÉá	baíaÉa Éaí	i á-Ááó
i çí=OUTO	N	N
i çí=OUTPs	N	N
i çí=OUTRs	N	N
i çí=OUTTs	N	N
i çí=OUTUs	N	N
i çí=OUTVs	N	N
i çí=OUNs	N	N
i çí=UUCs	N	N
i çí=UUPs	N	N
i çí=UUGs	N	N
i çí=UUSs	N	N
i çí=UUTs	N	N
i çí=UUMs	N	N
i çí=UVOs	N	N
i çí=UVGs	N	N
i çí=UVRs	N	N
i çí=UVSs	N	N
i çí=UVTs	N	N
i çí=UVMs	N	N
i çí=UVM^	NOV	NOV
i çí=UVM_	SR	SR
i çí=UVMN	RS	RS
i çí=UVMNa	TV	TV
i çí=UVMNs	N	N
i çí=UMD^	ST	ST
i çí=UMD_	SS	SS
i çí=UMD	TO	TO
i çí=UMDa	UV	UV
i çí=UMDs	N	N





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baíaÉa Éái=áÇi á-ÁääóW

kl qb= =ççäç=ó ÉíÉáÁÉè=Éçääéçí áÇÇá=maá á ä ñ ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Áääó
i çí=ÖMP^	NQM	NQM
i çí=ÖMP_	RO	RO
i çí=ÖMP'	RU	RU
i çí=ÖMPa	RU	RU
i çí=ÖMQ^	TR	TR
i çí=ÖMQ_	RQ	RQ
i çí=ÖMQ	NMP	NMP
i çí=ÖMQa	SU	SU
i çí=ÖMR^	RN	RN
i çí=ÖMR_	RR	RR
i çí=ÖMR'	VP	VP
i çí=ÖMRa	RP	RP
i çí=ÖMS^	RN	RN
i çí=ÖMS_	QT	QT
i çí=ÖMS'	SV	SV
i çí=ÖMSa	RP	RP
i çí=ÖMSs	N	N
i çí=ÖMT^	QV	QV
i çí=ÖMT_	QT	QT
i çí=ÖMT'	TN	TN
i çí=ÖMTa	RQ	RQ
i çí=ÖMU^	US	US
i çí=ÖMU_	SU	SU
i çí=ÖMU	RQ	RQ
i çí=ÖMLa	TN	TN
i çí=ÖMLs	N	N
i çí=ÖMM^	TP	TP
i çí=ÖMM_	TT	TT
i çí=ÖMM'	TP	TP





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kl qb= ççäç=ó ÉíÉaÁÉè=Éçääéçí áÇÇä=maá á ä ð ÉéçäK

i ~áÇm-éÁÉa	baíaÉa Éái	i á-Áääó
i çí=ÖMMa	RM	RM
i çí=ÖMMs	N	N
i çí=ÖMM'	UM	UM
i çí=ÖMM_	UM	UM
i çí=ÖMM	SU	SU
i çí=ÖMMa	UT	UT
i çí=ÖMM'	UQ	UQ
i çí=ÖMM_	RP	RP
i çí=ÖMM	RR	RR
i çí=ÖMNa	SO	SO
i çí=ÖMNs	N	N
i çí=ÖMNO'	NMR	NMR
i çí=ÖMNO_	TP	TP
i çí=ÖMNO	RR	RR
i çí=ÖMNa	SR	SR
i çí=ÖMP_	TP	TP
i çí=ÖMPa	UR	UR
i çí=ÖMNs	N	N
i çí=ÖMUs	N	N
i çí=ÖMVs	N	N
i çí=ÖMNs	N	N
i çí=ÖMCPs	N	N
i çí=ÖMCPs	N	N
i çí=ÖMCRs	N	N
i çí=ÖMOTs	N	N
i çí=ÖMCLs	N	N
i çí=ÖMOVs	N	N
i çí=ÖMPNs	N	N
i çí=ÖMPCs	N	N





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baíaÉa Éái=áÇi á-ÁääóW

kl qb= =ççäç= ÉíÉáAÉë= Éçääéçí çÉÇä= mÉä á ä ò ÉéçäK

i ~áÇm-éAÉa	baíaÉa Éái	i á-Áääó
i çí=OVPGs	N	N
i çí=OVPSs	N	N
i çí=OVPVs	N	N
i çí=OVQMs	N	N
i çí=OVQNs	N	N
i çí=OVRMs	N	N
i çí=OVSMs	N	N
i çí=OVSNs	N	N
i çí=OVSPs	N	N
i çí=OVSGs	N	N
i çí=OVSRs	N	N
i çí=OVSSs	N	N
i çí=OVSTs	N	N
i çí=OVSub	N	N
i çí=OVSVs	N	N
i çí=OVTMs	N	N
i çí=OVTNs	N	N
i çí=OVTSs	N	N
i çí=OVUUs	N	N
i çí=OVTVs	N	N
i çí=OVUNs	N	N
i çí=OVUGs	N	N
i çí=OVUPs	N	N
i çí=OVUQs	N	N
i çí=OVUUs	N	N
i çí=OVUVs	N	N
i çí=OVVNs	N	N
i çí=OVVPs	N	N
i çí=OVVGs	N	N





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kl qb= ççãç= ÉíÉáÁÉè= Éçááèéçí áÇÇá= mÉá á ä ò ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=OVRs	N	N
i çí=OVSS	N	N
i çí=OVTs	N	N
i çí=OVUs	N	N
i çí=PMN^	NOV	NOV
i çí=PMN_	SR	SR
i çí=PMN	RT	RT
i çí=PMNa	TV	TV
i çí=PMNw	V	V
i çí=PMO^	SO	SO
i çí=PMO_	SS	SS
i çí=PMO	TO	TO
i çí=PMOa	UV	UV
i çí=PMOw	V	V
i çí=PMO^	NCS	NCS
i çí=PMO_	RO	RO
i çí=PMO^	RU	RU
i çí=PMOa	RU	RU
i çí=PMOw	V	V
i çí=PMO^	TR	TR
i çí=PMO_	RQ	RQ
i çí=PMO	NMP	NMP
i çí=PMOa	SU	SU
i çí=PMOw	V	V
i çí=PMR^	RN	RN
i çí=PMR_	RR	RR
i çí=PMR^	VP	VP
i çí=PMRa	RP	RP
i çí=PMRw	V	V





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baíaÉa Éaí=áÇi á-ÁääóW

kl qb= ççää ç ÉiÉaÁÉè= Éçääéçí çÉÇá= mÉá á ä ç ÉéçáK

i ~áÇi=áÉa	baíaÉa Éaí	i á-Áääó
i çí=PMQW	V	V
i çí=PMFRW	V	V
i çí=PMPSW	V	V
i çí=PMPTW	V	V
i çí=PMPUW	V	V
i çí=PMPVW	V	V
i çí=PMQW	V	V
i çí=PMQW	V	V
i çí=PMQW	V	V
i çí=PMQV	U	U
i çí=PMQV	U	U
i çí=PMQV	U	U
i çí=PMQV	U	U
i çí=PMQV	U	U
i çí=PMQV	U	U
i çí=PMQV	U	U
i çí=PMQV	U	U
i çí=PMQV	U	U
i çí=PMQV	U	U
i çí=PMRW	U	U
i çí=PMRW	U	U
i çí=PMRW	V	V
i çí=PMRPV	U	U
i çí=PMRW	V	V
i çí=PMRV	U	U
i çí=PMRSW	V	V
i çí=PMRTV	U	U
i çí=PMRUW	U	U
i çí=PMRW	U	U
i çí=PMRW	U	U
i çí=PMRW	U	U
i çí=PMRW	V	V



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baíaÉa Éái=áÇí á-ÁáóW

kl qb= ççäç= ÉíÉáÁÉè= Éçáá=éçí áÇÇá= mÉá á ä ò ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=PMsRv	U	U
i çí=PMsSw	V	V
i çí=PMsTv	U	U
i çí=PMsUv	U	U
i çí=PMsVv	U	U
i çí=PMtW	U	U
i çí=PMtVv	U	U
i çí=PMtOv	U	U
i çí=PMtPw	V	V
i çí=PMtQw	NM	NM
i çí=PMtSw	V	V
i çí=PMtTv	U	U
i çí=PMtUv	U	U
i çí=PMtVv	U	U
i çí=PMUw	U	U
i çí=PMUv	U	U
i çí=PMUOv	U	U
i çí=PMUv	U	U
i çí=PMUQw	V	V
i çí=PMURw	V	V
i çí=PMUSw	V	V
i çí=PMUtw	V	V
i çí=PMUw	V	V
i çí=PMUw	V	V
i çí=PMmw	V	V
i çí=PMNw	V	V
i çí=PMOw	V	V
i çí=PMpW	V	V
i çí=PMQw	V	V





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baíáÉa Éaí=áÇí á-ÁáóW

kl qb=çÇáç=ÉíÉaÁÉè=Éçááèéçí áÇÇá=áÉá á á èÉçáK

i ~áÇm-éÁÉá	baíáÉa Éaí	i á-Ááó
i çí=PNMra	RP	RP
i çí=PNMRv	U	U
i çí=PNMS^	RN	RN
i çí=PNMS_	QT	QT
i çí=PNMS'	SV	SV
i çí=PNMSa	RP	RP
i çí=PNMI^	RO	RO
i çí=PNMI_	QT	QT
i çí=PNMI'	TN	TN
i çí=PNMIa	RQ	RQ
i çí=PNMU^	US	US
i çí=PNMU_	SU	SU
i çí=PNMU	RQ	RQ
i çí=PNMla	TN	TN
i çí=PNMUw	V	V
i çí=PNM^	TP	TP
i çí=PNM_	TT	TT
i çí=PNM'	TP	TP
i çí=PNMwa	RM	RM
i çí=PNMw	V	V
i çí=PNM^	UM	UM
i çí=PNM_	UM	UM
i çí=PNM	SU	SU
i çí=PNMa	UU	UU
i çí=PNMw	NM	NM
i çí=PNM^	UQ	UQ
i çí=PNM_	RP	RP
i çí=PNM	RR	RR
i çí=PNMa	SO	SO





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kl qb= ççäç=ó ÉñÉáÁÉè=Éçááèéçí áÇÇá=ñÉá á ä ò ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=PNNO'	NMR	NMR
i çí=PNNO_	TR	TR
i çí=PNNO'	RR	RR
i çí=PNNOa	SQ	SQ
i çí=PNNOw	V	V
i çí=PNNP_	TP	TP
i çí=PNNPa	UQ	UQ
i çí=PNNSw	V	V
i çí=PNNUw	NM	NM
i çí=PNNWw	NM	NM
i çí=PNOWw	V	V
i çí=PNONw	U	U
i çí=PNCOw	V	V
i çí=PNCPw	V	V
i çí=PNCOw	V	V
i çí=PNCRv	U	U
i çí=PNOSw	V	V
i çí=PNOTv	U	U
i çí=PNOUw	V	V
i çí=PNOWw	V	V
i çí=PNPMw	V	V
i çí=PNPNv	U	U
i çí=PNPOv	U	U
i çí=PNPPv	U	U
i çí=PNPQv	U	U
i çí=PNPRv	U	U
i çí=PNPSv	U	U
i çí=PNPTw	V	V
i çí=PNPUv	U	U





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kl qb= ñçäö ÉíÉáÁÉè=Éçááèéçí áÇíÇá=ñÉá á ä ñ ÉéçáK

i ~áÇí=áÉá	baíaÉa Éái	i á-Ááó
i çí=PNsw	V	V
i çí=PNtmw	V	V
i çí=PNtnw	V	V
i çí=PNtoW	V	V
i çí=PNtpw	V	V
i çí=PNtqw	V	V
i çí=PNtrw	V	V
i çí=PNtsw	V	V
i çí=PNttw	V	V
i çí=PNtuw	V	V
i çí=PNtvw	V	V
i çí=PNuw	U	U
i çí=PNuv	U	U
i çí=PNuov	U	U
i çí=PNupv	U	U
i çí=PNuqv	U	U
i çí=PNurv	U	U
i çí=PNusw	V	V
i çí=PNutw	V	V
i çí=PNuww	V	V
i çí=PNuv	U	U
i çí=PNmw	NM	NM
i çí=PNnw	V	V
i çí=PNQw	V	V
i çí=PNPv	U	U
i çí=PNQv	U	U
i çí=PNRv	U	U
i çí=PNsv	U	U
i çí=PNtv	U	U





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baíaÉa Éái=áÇí á-ÄááóW

kl qb= ñçãç= ÉíÇáÁÉè=Éçááééçí ðÇÇá=ñÉá á ä ð ÉççáK

i ~áÇí=áÉá	baíaÉa Éái	i á-Äááó
i çí=POMw	V	V
i çí=POM^	NOV	NOV
i çí=POM_	SR	SR
i çí=POM	RS	RS
i çí=POMa	TU	TU
i çí=POMv	U	U
i çí=POM^	SO	SO
i çí=POM_	SS	SS
i çí=POM	TO	TO
i çí=POMa	UV	UV
i çí=POMv	U	U
i çí=POM^	NQS	NQS
i çí=POMP_	RO	RO
i çí=POMP	RT	RT
i çí=POMPa	RU	RU
i çí=POMQ^	TR	TR
i çí=POMQ_	RQ	RQ
i çí=POMQ	NMP	NMP
i çí=POMQa	SU	SU
i çí=POMR^	RN	RN
i çí=POMR_	RR	RR
i çí=POMR	VQ	VQ
i çí=POMRa	RP	RP
i çí=POMS^	QV	QV
i çí=POMS_	QT	QT
i çí=POMS	SU	SU
i çí=POMSa	RP	RP
i çí=POMT^	RO	RO
i çí=POMT_	QT	QT





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kl qb= ççáç=ó ÉíÉaÁÉè=Éçááóéçí áÇÇá=maá á á ò ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=POMΓ	TN	TN
i çí=POMΓa	RQ	RQ
i çí=POMU^	UN	UN
i çí=POMU_	SU	SU
i çí=POMU	RQ	RQ
i çí=POMúa	TN	TN
i çí=POM^	TP	TP
i çí=POM_	TT	TT
i çí=POM'	TP	TP
i çí=POMa	RM	RM
i çí=POM^	UM	UM
i çí=POM_	UM	UM
i çí=PONM	SU	SU
i çí=PONúa	UU	UU
i çí=PON^	TU	TU
i çí=PONN_	RP	RP
i çí=PONN'	RR	RR
i çí=PONNa	SO	SO
i çí=PONO^	NMR	NMR
i çí=PONO_	TP	TP
i çí=PONO'	RR	RR
i çí=PONúa	SR	SR
i çí=PONP_	TR	TR
i çí=PONPa	US	US
i çí=PPM^	NOV	NOV
i çí=PPM_	SR	SR
i çí=PPMN'	RS	RS
i çí=PPMúa	TV	TV
i çí=PPMO^	SO	SO





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baíaÉa Éái=áÇi á-ÁáóW

kl qb= ççáç=ó ÉíÉáÁÉè=Éçááèéçí áÇÇá=íÉá á á ò ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=PPMO_	SS	SS
i çí=PPMO	TO	TO
i çí=PPMOa	UV	UV
i çí=PPMP^	NQM	NQM
i çí=PPMP_	RO	RO
i çí=PPMP'	RV	RV
i çí=PPMPa	RV	RV
i çí=PPMQ'	TS	TS
i çí=PPMQ_	RQ	RQ
i çí=PPMQ	NMP	NMP
i çí=PPMQa	SV	SV
i çí=PPMR^	RN	RN
i çí=PPMR_	RR	RR
i çí=PPMR'	VP	VP
i çí=PPMRa	RQ	RQ
i çí=PPMS^	QV	QV
i çí=PPMS_	QT	QT
i çí=PPMS'	TM	TM
i çí=PPMSa	RQ	RQ
i çí=PPMT^	QV	QV
i çí=PPMT_	QT	QT
i çí=PPMT'	TN	TN
i çí=PPMTa	RR	RR
i çí=PPMU^	US	US
i çí=PPMU_	SV	SV
i çí=PPMU	RR	RR
i çí=PPMUa	TO	TO
i çí=PPMW^	TQ	TQ
i çí=PPMW_	TU	TU





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baíáÉá Éáí=áÇí á-ÁáóW

kl qb= =ççáç=ó ÉíÉáÁÉó=Éçááóéçí áÇÇá=íáá á á ð ÉéçáK

i ~áÇí=áÉá	baíáÉá Éáí	i á-Ááó
i çí=PPM'	TP	TP
i çí=PPMa	RM	RM
i çí=PPNM'	UM	UM
i çí=PPNM_	UN	UN
i çí=PPNM	SU	SU
i çí=PPNa	UU	UU
i çí=PPN^	TV	TV
i çí=PPN_	RP	RP
i çí=PPN'	RS	RS
i çí=PPNa	SP	SP
i çí=PPNO'	NMR	NMR
i çí=PPNO_	TS	TS
i çí=PPNO	RS	RS
i çí=PPNa	SQ	SQ
i çí=PPN_	TS	TS
i çí=PPPa	UQ	UQ
i çí=PQN^	NPM	NPM
i çí=PQN_	SR	SR
i çí=PQN'	RS	RS
i çí=PQNa	TV	TV
i çí=PQNO'	ST	ST
i çí=PQNO_	SS	SS
i çí=PQNO	TO	TO
i çí=PQNa	UV	UV
i çí=PQP^	NQT	NQT
i çí=PQP_	RO	RO
i çí=PQP'	RT	RT
i çí=PQPpa	RV	RV
i çí=PQM^	UO	UO



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OWNERS CORPORATION 1
PLAN NO. PS746092G

baíaÉa Éaí=áÇi á-ÁáóW

kl qb= =ççäç= ÉíÉaÁÉè=Éçááèéçí áÇÇá= mÉá á á ò ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éaí	i á-Ááó
i çí=PQNN	RS	RS
i çí=PQNa	SP	SP
i çí=PQNO^	NM	NM
i çí=PQNO_	TP	TP
i çí=PQNO	RS	RS
i çí=PQNa	SR	SR
i çí=PQP_	TS	TS
i çí=PQPá	UQ	UQ
i çí=PRM^	NPM	NPM
i çí=PRM_	SR	SR
i çí=PRM	RS	RS
i çí=PRMa	UM	UM
i çí=PRM^	ST	ST
i çí=PRM_	SS	SS
i çí=PRM	TO	TO
i çí=PRMa	VM	VM
i çí=PRM^	NQN	NQN
i çí=PRM_	RO	RO
i çí=PRM^	RV	RV
i çí=PRMá	RU	RU
i çí=PRM^	TS	TS
i çí=PRM_	RQ	RQ
i çí=PRM	NMQ	NMQ
i çí=PRMa	SV	SV
i çí=PRM^	RN	RN
i çí=PRM_	RR	RR
i çí=PRM^	VQ	VQ
i çí=PRMá	RP	RP
i çí=PRM^	QV	QV





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baíaáÉa Éaí=áÇí á-ÁááóW

kl qb=ççáç=ó ÉíÉaÁÉé=Éçááó=éçí áÇíÇá=íáÉá á á ð ÉéçáK

i ~áÇíí-áÉa	baíaáÉa Éaí	i á-Áááó
i çí=PRMS_	QT	QT
i çí=PRMS'	TM	TM
i çí=PRMSa	RQ	RQ
i çí=PRM^	RO	RO
i çí=PRM_	QT	QT
i çí=PRM'	TN	TN
i çí=PRMa	RR	RR
i çí=PRM^	UN	UN
i çí=PRM_	SV	SV
i çí=PRMU	RR	RR
i çí=PRMJa	TO	TO
i çí=PRM^	TQ	TQ
i çí=PRW_	TU	TU
i çí=PRW'	TP	TP
i çí=PRWa	RM	RM
i çí=PRM'	UM	UM
i çí=PRM_	UN	UN
i çí=PRNM	SU	SU
i çí=PRNJa	UU	UU
i çí=PRN^	UQ	UQ
i çí=PRN_	RP	RP
i çí=PRNN	RS	RS
i çí=PRNJa	RT	RT
i çí=PRNO'	NMR	NMR
i çí=PRNO_	TP	TP
i çí=PRNO	RS	RS
i çí=PRNOa	SR	SR
i çí=PRNP_	TS	TS
i çí=PRNPa	US	US





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baíáÉa Éaí=áÇi á-ÁáóW

kl qb= =ççáç=ó ÉíÉaÁÉé=Éçááéçí áÇÇá=maá á á ð ÉéçáK

i ~áÇm-éÁÉa	baíáÉa Éaí	i á-Ááó
i çí=PSM^	NQM	NQM
i çí=PSM_	SS	SS
i çí=PSM^	RS	RS
i çí=PSM^a	TV	TV
i çí=PSM^	TO	TO
i çí=PSM_	ST	ST
i çí=PSM^	TO	TO
i çí=PSM^a	VM	VM
i çí=PSM^	NRT	NRT
i çí=PSM_	RO	RO
i çí=PSM^	RV	RV
i çí=PSM^a	RV	RV
i çí=PSM^	UV	UV
i çí=PSM_	RQ	RQ
i çí=PSM^	NMQ	NMQ
i çí=PSM^a	SV	SV
i çí=PSM^	RS	RS
i çí=PSM_	RR	RR
i çí=PSM^	VP	VP
i çí=PSM^a	RQ	RQ
i çí=PSM^	RS	RS
i çí=PSM_	QT	QT
i çí=PSM^	TM	TM
i çí=PSM^a	RO	RO
i çí=PSM^	RT	RT
i çí=PSM_	QT	QT
i çí=PSM^	TN	TN
i çí=PSM^a	RR	RR
i çí=PSM^	W	W





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kl qb= =ççáç=ó ÉíÉaÁÉé=Éçááóéçí áÇÇá=maÉá á á =ÉçáK

i ~áÇm-áÉa	baíaáÉa Éaí	i á-Áááó
i çí=PTMP^	NRU	NRU
i çí=PTMP_	RO	RO
i çí=PTMP'	SM	SM
i çí=PTMPa	RT	RT
i çí=PTMQ^	VM	VM
i çí=PTMQ_	RQ	RQ
i çí=PTMQ	NMQ	NMQ
i çí=PTMQa	SV	SV
i çí=PTMR^	RT	RT
i çí=PTMR_	RR	RR
i çí=PTMR'	VQ	VQ
i çí=PTMRa	RQ	RQ
i çí=PTMS^	RT	RT
i çí=PTMS_	QT	QT
i çí=PTMS'	TM	TM
i çí=PTMSa	RQ	RQ
i çí=PTM^	RU	RU
i çí=PTM_	QT	QT
i çí=PTM'	TO	TO
i çí=PTMa	RR	RR
i çí=PTMU^	W	W
i çí=PTMU_	SV	SV
i çí=PTMU	RP	RP
i çí=PTMla	TO	TO
i çí=PTM^	UO	UO
i çí=PTM_	TU	TU
i çí=PTM'	TQ	TQ
i çí=PTMa	RM	RM
i çí=PTM^	VP	VP





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baíaÉa Éái=áÇi á-ÁääóW

kl qb= ççäç=ó ÉñÉáAÉè=Éçääéçí ðÉÇä=ñÉá á ä ð ÉéçäK

i ~áÇm-éAÉá	baíaÉa Éái	i á-Áääó
i çí=PTN_	UN	UN
i çí=PTNM	SV	SV
i çí=PTNMa	UU	UU
i çí=PTNN^	VO	VO
i çí=PTNN_	RP	RP
i çí=PTNN	RQ	RQ
i çí=PTNNa	SM	SM
i çí=PTNO^	NNP	NNP
i çí=PTNO_	TS	TS
i çí=PTNO	RS	RS
i çí=PTNOa	SR	SR
i çí=PTNP_	TS	TS
i çí=PTNPa	US	US
i çí=PUNM^	NQN	NQN
i çí=PUNM_	SS	SS
i çí=PUNM	RS	RS
i çí=PUNMa	UM	UM
i çí=PUMQ^	TQ	TQ
i çí=PUMQ_	ST	ST
i çí=PUMQ	TP	TP
i çí=PUMQa	VM	VM
i çí=PUMP^	NRU	NRU
i çí=PUMP_	RO	RO
i çí=PUMP^	SM	SM
i çí=PUMPa	RV	RV
i çí=PUMQ^	VM	VM
i çí=PUMQ_	RQ	RQ
i çí=PUMQ	NMQ	NMQ
i çí=PUMQa	SV	SV





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baíaÉa Éái=áÇi á-ÁáóW

kl qb=ççáç=ÉÉÉaAÉè=Éçááèéçí aÇÇá=maá á á ò ÉéçáK

i ~áÇm-éAÉa	baíaÉa Éái	i á-Ááó
i çí=PUMR^	RT	RT
i çí=PUMR_	RR	RR
i çí=PUMR'	VR	VR
i çí=PUMRa	RQ	RQ
i çí=PUMS^	RT	RT
i çí=PUMS_	QT	QT
i çí=PUMS'	TM	TM
i çí=PUMSa	RQ	RQ
i çí=PUMT^	RV	RV
i çí=PUMT_	QT	QT
i çí=PUMT'	TO	TO
i çí=PUMTa	RR	RR
i çí=PUMU^	W	W
i çí=PUMU_	SV	SV
i çí=PUMU'	RR	RR
i çí=PUMUa	TO	TO
i çí=PUMU^	UU	UU
i çí=PUMU_	TU	TU
i çí=PUMU'	TQ	TQ
i çí=PUMUa	RM	RM
i çí=PUMU^	UU	UU
i çí=PUMU_	UN	UN
i çí=PUMU'	SV	SV
i çí=PUMUa	UU	UU
i çí=PUNV^	VO	VO
i çí=PUNV_	RP	RP
i çí=PUNV'	RS	RS
i çí=PUNVa	SP	SP
i çí=PUNV^	NNU	NNU





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baíaÉa Éái=áÇi á-ÁáóW

kl qb= =çãç= ÉíÉáÁÉè=Éçááèéçí áÇÇá= mÉá á á ò ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=PUNO_	TS	TS
i çí=PUNO	RS	RS
i çí=PUNOa	SR	SR
i çí=PUNP_	TS	TS
i çí=PUNPa	UR	UR
i çí=PUTOs	N	N
i çí=PUTPs	N	N
i çí=PUTQs	N	N
i çí=PUTRs	N	N
i çí=PUTSs	N	N
i çí=PUTTs	N	N
i çí=PUTUs	N	N
i çí=PUTVs	N	N
i çí=PUUNs	N	N
i çí=PUUPs	N	N
i çí=PUUQs	N	N
i çí=PUURs	N	N
i çí=PUUTs	N	N
i çí=PUUs	N	N
i çí=PUUUs	N	N
i çí=PUUMs	N	N
i çí=PUVQs	N	N
i çí=PUVPs	N	N
i çí=PUVTs	N	N
i çí=PUVUs	N	N
i çí=PUVVs	N	N
i çí=PVMMs	N	N
i çí=PVMM*	NQT	NQT
i çí=PVMM_	SU	SU





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baíáÉa Éaí=áÇí á-ÁáóW

kl qb= ñçäö ÉíÉáÁÉè=Éçááèéçí äÇÇá=ñéá á ä ñ ÉéçäK

i ~áÇí=áÉa	baíáÉa Éaí	i á-Ááó
i çí=PMN	RT	RT
i çí=PMNa	UM	UM
i çí=PMNs	N	N
i çí=PMN^	TQ	TQ
i çí=PMN_	SV	SV
i çí=PMN	TP	TP
i çí=PMNa	VM	VM
i çí=PMN^	NRV	NRV
i çí=PMN_	RQ	RQ
i çí=PMN'	SM	SM
i çí=PMNa	RV	RV
i çí=PMN^	VM	VM
i çí=PMN_	RS	RS
i çí=PMN	NMR	NMR
i çí=PMNa	SV	SV
i çí=PMN^	RT	RT
i çí=PMN_	RT	RT
i çí=PMN'	VR	VR
i çí=PMNa	RQ	RQ
i çí=PMN^	RT	RT
i çí=PMN_	RM	RM
i çí=PMN'	TM	TM
i çí=PMNa	RQ	RQ
i çí=PMN^	RV	RV
i çí=PMN_	RM	RM
i çí=PMN'	TO	TO
i çí=PMNa	RR	RR
i çí=PMN^	NM	NM
i çí=PMN_	TN	TN





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**OWNERS CORPORATION 1
PLAN NO. PS746092G**

baíaÉa Éái=áÇi á-ÁáóW

kl qb= =ççá= ÉíÉáÁÉè=Éçáá=éçí áÇÇá= =Éá á á =ÉçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=PMU	RR	RR
i çí=PMLa	TO	TO
i çí=PMUs	N	N
i çí=PMV^	UJ	UJ
i çí=PMV_	UM	UM
i çí=PMV'	TQ	TQ
i çí=PMVa	RM	RM
i çí=PMVs	N	N
i çí=PMV^	VQ	VQ
i çí=PMV_	UP	UP
i çí=PMV'	SV	SV
i çí=PMVa	UV	UV
i çí=PMV^	VP	VP
i çí=PMV_	RR	RR
i çí=PMV'	RS	RS
i çí=PMVa	SP	SP
i çí=PMVs	N	N
i çí=PMV^	NW	NW
i çí=PMV_	TU	TU
i çí=PMV'	RS	RS
i çí=PMVa	SS	SS
i çí=PMV_	TU	TU
i çí=PMVa	UR	UR
i çí=PMVs	N	N
i çí=PMVs	N	N
i çí=PMVs	N	N
i çí=PMVs	N	N
i çí=PMVs	N	N
i çí=PMVs	N	N
i çí=PMVs	N	N





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**OWNERS CORPORATION 1
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baíaáá Ááí=áÇí á-ÁááóW

kl qb= çÇäç-ò ÈñááÁÁè=áçááè-éçí áÇÇá=ñáá á ä ò ÉéçáK

i ~áÇñ-áÁá	baíaáá Ááí	i á-Áááó
i çí-PVCPs	N	N
i çí-PVOSs	N	N
i çí-PVOTs	N	N
i çí-PVOUs	N	N
i çí-PVOVs	N	N
i çí-PVPIs	N	N
i çí-PVPPs	N	N
i çí-PVPGs	N	N
i çí-PVPSs	N	N
i çí-PVPTs	N	N
i çí-PVPVs	N	N
i çí-PVQIs	N	N
i çí-PVQGs	N	N
i çí-PVQBs	N	N
i çí-PVQVs	N	N
i çí-PVRIs	N	N
i çí-PVRNs	N	N
i çí-PVSMs	N	N
i çí-PVSNs	N	N
i çí-PVSPs	N	N
i çí-PVSGs	N	N
i çí-PVSRs	N	N
i çí-PVSSs	N	N
i çí-PVSTs	N	N
i çí-PVSLs	N	N
i çí-PVTPs	N	N
i çí-PVTGs	N	N
i çí-PVTRs	N	N
i çí-PVTVs	N	N





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baíaÉa Éái=áÇi á-ÁääóW

kl qb= ñçãþ= ÉñÉáÁÉè= Éçáâ=éçí áÇÇá=ñáá á ã ð ÉéçáK

i ñÇm-éÁÉá	baíaÉa Éái	i á-Áääó
i çí=PVUMs	N	N
i çí=PVUNs	N	N
i çí=PVUSs	N	N
i çí=PVUTs	N	N
i çí=PVUUs	N	N
i çí=PVVMs	N	N
i çí=PVVNs	N	N
i çí=PVVQs	N	N
i çí=PVVPs	N	N
i çí=PVVSs	N	N
i çí=PVVTs	N	N
i çí=PVVVs	N	N
i çí=QMN^	NQO	NQO
i çí=QMN	RT	RT
i çí=QMNa	UM	UM
i çí=QMNv	U	U
i çí=QMO^	TQ	TQ
i çí=QMO	TP	TP
i çí=QMOa	VM	VM
i çí=QMOv	U	U
i çí=QMP^	NRV	NRV
i çí=QMP^	RV	RV
i çí=QMPa	RU	RU
i çí=QMPv	U	U
i çí=QMQ^	VN	VN
i çí=QMQ	NMR	NMR
i çí=QMQa	SV	SV
i çí=QMQv	U	U
i çí=QMR^	RT	RT





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baíaÉa Éái=áÇi á-ÄääóW

kl qb= ççäç=ó ÉñÉaÁÉè=Éçääéçí áÇÇä=ñÉä á ä ñ ÉéçäK

i ~áÇm-éÁÉä	baíaÉa Éái	i á-Äääó
i çí=QMR	VR	VR
i çí=QMRa	RP	RP
i çí=QMRv	U	U
i çí=QMS^	RT	RT
i çí=QMS'	SV	SV
i çí=QMSa	RQ	RQ
i çí=QMSv	U	U
i çí=QMT^	RV	RV
i çí=QMT'	TO	TO
i çí=QMTa	RR	RR
i çí=QMTv	U	U
i çí=QMU^	NM	NM
i çí=QMU	RR	RR
i çí=QMLa	TO	TO
i çí=QMLv	U	U
i çí=QMM^	UP	UP
i çí=QMM'	TQ	TQ
i çí=QMMa	RN	RN
i çí=QMMv	U	U
i çí=QMN^	UV	UV
i çí=QMN	SV	SV
i çí=QMNa	UV	UV
i çí=QMN^	UU	UU
i çí=QMN'	RS	RS
i çí=QMNa	RT	RT
i çí=QNO'	NW	NW
i çí=QNO	RS	RS
i çí=QNOa	SS	SS
i çí=QMPa	UT	UT





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baíaÉa Éaí=áÇí á-ÁáóW

kl qb= =ççáç=ó ÉíÉáÁÉè=Éçááèéçí áÇÇá=íÉá á á ò ÉéçáK

i ~áÇí=áÉá	baíaÉa Éaí	i á-Ááó
i çí=QMPs	N	N
i çí=QMCPV	U	U
i çí=QMOQ	U	U
i çí=QMCRs	N	N
i çí=QMCRV	U	U
i çí=QMDSs	N	N
i çí=QMDSv	U	U
i çí=QMOTs	N	N
i çí=QMOTv	U	U
i çí=QMQLs	N	N
i çí=QMQLv	U	U
i çí=QMQLs	N	N
i çí=QMQLv	U	U
i çí=QMRW	U	U
i çí=QMRV	U	U
i çí=QMRO	U	U
i çí=QMPV	U	U
i çí=QMSW	U	U
i çí=QMSV	U	U
i çí=QMSPV	U	U
i çí=QMSQ	U	U
i çí=QMISw	V	V
i çí=QMISv	V	V
i çí=QMTUw	V	V
i çí=QMTVw	V	V
i çí=QMUNw	V	V
i çí=QMUO	U	U
i çí=QMUPV	U	U
i çí=QMUQw	V	V





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baíaÉa Éái=áÇi á-ÁääóW

kl qb= ççäç=ó ÉíÉaÁÉè=Éçääéçí äÇÇä=ñÉä á ä ò ÉéçäK

i ~áÇm-éÁÉa	baíaÉa Éái	i á-Áääó
i çí=QMRv	U	U
i çí=QMSv	U	U
i çí=QMTv	U	U
i çí=QMUv	U	U
i çí=QMUV	U	U
i çí=QMMw	V	V
i çí=QMNv	U	U
i çí=QMOv	U	U
i çí=QMPv	U	U
i çí=QMRv	U	U
i çí=QMSw	V	V
i çí=QMTv	U	U
i çí=QMUv	U	U
i çí=QMVv	U	U
i çí=QNNw	U	U
i çí=QNN^	NQU	NQU
i çí=QNN_	TN	TN
i çí=QNN	RT	RT
i çí=QNNa	TV	TV
i çí=QNNw	V	V
i çí=QNO^	TQ	TQ
i çí=QNO_	SV	SV
i çí=QNO	TP	TP
i çí=QNOa	VM	VM
i çí=QNOv	U	U
i çí=QNP^	NSM	NSM
i çí=QNP_	RQ	RQ
i çí=QNP'	SM	SM
i çí=QNPa	RV	RV





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baíáÉa Éaí=áÇí a-ÁáóW

Kl qb=ççäç=ÉíÉaAEë=Éçááëéçí çÇÇá=íáá á ä ð ÉéçäK

i ~áÇí=aÉa	baíáÉa Éaí	i á-Ááó
i çí=QMPw	V	V
i çí=QMQ^	VN	VN
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i çí=QMQ	NMR	NMR
i çí=QMQa	TM	TM
i çí=QMQv	U	U
i çí=QMR^	RT	RT
i çí=QMR_	SQ	SQ
i çí=QMR	VR	VR
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i çí=QMS_	SQ	SQ
i çí=QMS	TM	TM
i çí=QMSa	RQ	RQ
i çí=QMT^	RV	RV
i çí=QMT_	RP	RP
i çí=QMT	TO	TO
i çí=QMTa	RQ	RQ
i çí=QMU^	NM	NM
i çí=QMU_	TN	TN
i çí=QMU	RR	RR
i çí=QMUa	TP	TP
i çí=QMV^	UV	UV
i çí=QMV_	UR	UR
i çí=QMV	TQ	TQ
i çí=QMVa	RM	RM
i çí=QNM	VR	VR
i çí=QNM_	UP	UP
i çí=QNM	SV	SV



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OWNERS CORPORATION 1
PLAN NO. PS746092G

Επιμέτρηση Εμβαδών

Κλ κβ= εκμετρηθείσα Εμβαδόν Εξωτερικά Δεξιά= μέτρο Εμβαδόν

Επιμέτρηση	Εμβαδόν (m ²)	Εμβαδόν (m ²)
Επιμέτρηση	UV	UV
Επιμέτρηση	VQ	VQ
Επιμέτρηση	RU	RU
Επιμέτρηση	RS	RS
Επιμέτρηση	SP	SP
Επιμέτρηση	NOM	NOM
Επιμέτρηση	TU	TU
Επιμέτρηση	RS	RS
Επιμέτρηση	SS	SS
Επιμέτρηση	TU	TU
Επιμέτρηση	UT	UT
Επιμέτρηση	NQU	NQU
Επιμέτρηση	TN	TN
Επιμέτρηση	SM	SM
Επιμέτρηση	UP	UP
Επιμέτρηση	TQ	TQ
Επιμέτρηση	SV	SV
Επιμέτρηση	TS	TS
Επιμέτρηση	VP	VP
Επιμέτρηση	NSM	NSM
Επιμέτρηση	RS	RS
Επιμέτρηση	SP	SP
Επιμέτρηση	SO	SO
Επιμέτρηση	VO	VO
Επιμέτρηση	RS	RS
Επιμέτρηση	NMU	NMU
Επιμέτρηση	TO	TO
Επιμέτρηση	RT	RT
Επιμέτρηση	SR	SR





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OWNERS CORPORATION 1
PLAN NO. PS746092G

baíaÉa Éaí=áÇí a-ÁääóW

kl qb= ñçäö ÉaÉaÉe=Éçääéçí äÇÇä=ñéä á ä ñ ÉéçäK

i ~áÇí=áÉa	baíaÉa Éaí	i a-Áääó
i çí=QCMR	VT	VT
i çí=QCMRa	RT	RT
i çí=QCMs^	RT	RT
i çí=QCMs_	SS	SS
i çí=QCMs'	TP	TP
i çí=QCMsa	RT	RT
i çí=QCMs^	RV	RV
i çí=QCMs_	RM	RM
i çí=QCMs'	TR	TR
i çí=QCMsa	RU	RU
i çí=QCMs^	NM	NM
i çí=QCMs_	TT	TT
i çí=QCMs'	RU	RU
i çí=QCMsa	TR	TR
i çí=QCMs^	VM	VM
i çí=QCMs_	UN	UN
i çí=QCMs'	TT	TT
i çí=QCMsa	RP	RP
i çí=QCMs^	VM	VM
i çí=QCMs_	UV	UV
i çí=QCMs'	TO	TO
i çí=QCMsa	VN	VN
i çí=QCMs^	VQ	VQ
i çí=QCMs_	RR	RR
i çí=QCMs'	RV	RV
i çí=QCMsa	SS	SS
i çí=QCMs^	NOM	NOM
i çí=QCMs_	UO	UO
i çí=QCMs'	RV	RV





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**OWNERS CORPORATION 1
PLAN NO. PS746092G**

baíaÉa Éái=áÇi á-ÁáóW

kl qb= ñçäö ÉíÉáÁÉè=Éçááéçí áÇiá=ñéá á á ñ ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=CCNa	SU	SU
i çí=CCP_	UO	UO
i çí=CCPa	UV	UV
i çí=CPM^	NQV	NQV
i çí=CPM_	SU	SU
i çí=CPM	SM	SM
i çí=CPM^	TQ	TQ
i çí=CPM_	TO	TO
i çí=CPM	TS	TS
i çí=CPM^	NSN	NSN
i çí=CPM_	RS	RS
i çí=CPM^	SP	SP
i çí=CPM^	VO	VO
i çí=CPM_	RU	RU
i çí=CPM	NMU	NMU
i çí=CPM^	RU	RU
i çí=CPM_	SR	SR
i çí=CPM^	VU	VU
i çí=CPM^	RU	RU
i çí=CPM_	SS	SS
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i çí=CPM^	RV	RV
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i çí=CPM^	TR	TR
i çí=CPM^	NMN	NMN
i çí=CPM_	TT	TT
i çí=CPM	RU	RU
i çí=CPM^	VM	VM
i çí=CPM_	US	US





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baíaáÉa Éaí=áÇi á-ÁáóW

kl qb=ççáç=ó ÉíñÉaÁÉè=Éçááó=éçí áÇÇá=ñáÉ á á ñ ÉéçáK

i ~áÇm-áÉa	baíaáÉa Éaí	i á-Ááó
i çí=CPM'	TT	TT
i çí=CPNM'	VR	VR
i çí=CPNM_	UQ	UQ
i çí=CPNM	TO	TO
i çí=CPNM^	VQ	VQ
i çí=CPNN_	RU	RU
i çí=CPNN'	RV	RV
i çí=CPNO^	NR	NR
i çí=CPNO_	TV	TV
i çí=CPNO	RV	RV
i çí=CPNP_	TV	TV
i çí=QQM^	NQ	NQ
i çí=QQM_	TN	TN
i çí=QQMa	VN	VN
i çí=QQM^	TQ	TQ
i çí=QQM_	TO	TO
i çí=QQMa	VP	VP
i çí=QQP^	NS	NS
i çí=QQP_	RR	RR
i çí=QQPa	SO	SO
i çí=QQM^	VO	VO
i çí=QQM_	RT	RT
i çí=QQMa	TO	TO
i çí=QQM^	RU	RU
i çí=QQM_	SR	SR
i çí=QQM^	RT	RT
i çí=QQM^	RU	RU
i çí=QQM_	SS	SS
i çí=QQMa	RT	RT



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**OWNERS CORPORATION 1
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baíaáEa Éaí=áÇí á-ÁääóW

kl qb= ççäç=ó ÉñÉáAÉè=áÉçääéçí äÇÉçá=ñéá á á ã ò ÉéçäK

i ~áÇm-éAÉá	baíaáEa Éaí	i á-Áääó
i çí=QQT^	RV	RV
i çí=QQT_	RP	RP
i çí=QQTa	RU	RU
i çí=QQU^	NMD	NMD
i çí=QQU_	TO	TO
i çí=QQUa	TR	TR
i çí=QQM^	VM	VM
i çí=QQM_	US	US
i çí=QQM a	RP	RP
i çí=QQM^	VS	VS
i çí=QQM_	UQ	UQ
i çí=QQM a	VO	VO
i çí=QQN^	VR	VR
i çí=QQN_	RV	RV
i çí=QQN a	SS	SS
i çí=QQO^	NON	NON
i çí=QQO_	UO	UO
i çí=QQO a	SU	SU
i çí=QQP_	UO	UO
i çí=QQPa	VS	VS
i çí=QRN^	NRM	NRM
i çí=QRN_	SU	SU
i çí=QRN	SM	SM
i çí=QRN a	VO	VO
i çí=QRD^	TQ	TQ
i çí=QRD_	TO	TO
i çí=QRD	TT	TT
i çí=QRD a	VP	VP
i çí=QRP^	NSO	NSO





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baíaÉa Éái=áÇi á-ÁáóW

kl qb= =ççäç=ó ÉñÉaÁÉè=Éçááó=éçí áÇÇá=ñÉá á á ñ ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=CRMP_	RS	RS
i çí=CRMP'	ST	ST
i çí=CRMPa	SO	SO
i çí=CRMQ'	VP	VP
i çí=CRMQ_	RU	RU
i çí=CRMQ	NNQ	NNQ
i çí=CRMQa	TP	TP
i çí=CRMR'	RU	RU
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i çí=CRMR'	W	W
i çí=CRMPa	RT	RT
i çí=CRMS^	RU	RU
i çí=CRMS_	SS	SS
i çí=CRMS'	TQ	TQ
i çí=CRMSa	RT	RT
i çí=CRMT^	RV	RV
i çí=CRMT_	RM	RM
i çí=CRMT'	TS	TS
i çí=CRMTa	RU	RU
i çí=CRMU^	NMD	NMD
i çí=CRMU_	TT	TT
i çí=CRMU	RV	RV
i çí=CRMLa	TS	TS
i çí=CRM^	VN	VN
i çí=CRW_	UN	UN
i çí=CRW'	TU	TU
i çí=CRWa	RP	RP
i çí=CRM'	VS	VS
i çí=CRM_	UV	UV





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kl qb= ççäç=ó ÉñÉaÁÉè=Éçääéçí äÇÇä=ñÉä á ä ò ÉéçäK

i ~áÇm-éÁÉä	baíaÉa Éái	i á-Áääó
i çí=CRNM	TO	TO
i çí=CRNMa	VO	VO
i çí=CRNN^	VR	VR
i çí=CRNN_	RS	RS
i çí=CRNN	SM	SM
i çí=CRNNa	SS	SS
i çí=CRNO^	NON	NON
i çí=CRNO_	UO	UO
i çí=CRNO	SM	SM
i çí=CRNOa	SV	SV
i çí=CRNP_	UO	UO
i çí=CRNPa	VQ	VQ
i çí=CSMN^	NRM	NRM
i çí=CSMN_	TN	TN
i çí=CSMN	SM	SM
i çí=CSMNa	VO	VO
i çí=CSMO^	TQ	TQ
i çí=CSMO_	TO	TO
i çí=CSMO	TT	TT
i çí=CSMOa	VP	VP
i çí=CSMP^	NSO	NSO
i çí=CSMP_	RS	RS
i çí=CSMP	ST	ST
i çí=CSMPa	SO	SO
i çí=CSMQ^	VP	VP
i çí=CSMQ_	RU	RU
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i çí=CSMQa	TP	TP
i çí=CSMR^	RU	RU





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baíáÉa Éaí=áÇí á-ÄááóW
kl qb=ççäçç=óÉñÉaÁÉë=áÉçááëéçí äÇÇá=ñáÉ á á ã ò ÉéçäK

i ~áÇíñ-áÉa	baíáÉa Éaí	i á-Äááó
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i çí=CSMR'	W	W
i çí=CSMRa	RR	RR
i çí=CSM^	RU	RU
i çí=CSM_	SS	SS
i çí=CSM'	TQ	TQ
i çí=CSMa	RT	RT
i çí=CSM^	RV	RV
i çí=CSM_	RP	RP
i çí=CSM'	TS	TS
i çí=CSMfa	RT	RT
i çí=CSMU^	NMP	NMP
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i çí=CSMU	RV	RV
i çí=CSMla	TS	TS
i çí=CSM^	VN	VN
i çí=CSM_	US	US
i çí=CSM'	TU	TU
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i çí=CSM_	RV	RV
i çí=CSM'	SM	SM
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i çí=CSM^	NOO	NOO
i çí=CSM_	TV	TV





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baíaÉa Éái=áÇi á-ÁáóW

kl qb= =ççãç= ÉíÉáÁÉè= Éçááèéçí áÇÇá= mÉá á á ò ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=CSNO	SM	SM
i çí=CSNOa	SV	SV
i çí=CSNP_	UO	UO
i çí=CSNPa	VS	VS
i çí=QTM^	NRN	NRN
i çí=QTM_	TO	TO
i çí=QTM'	SN	SN
i çí=QTMa	VO	VO
i çí=QTM^	TQ	TQ
i çí=QTM_	TO	TO
i çí=QTM'	TT	TT
i çí=QTMa	VQ	VQ
i çí=QTMP^	NSP	NSP
i çí=QTMP_	RS	RS
i çí=QTMP'	ST	ST
i çí=QTMPa	SO	SO
i çí=QTMQ^	VQ	VQ
i çí=QTMQ_	RU	RU
i çí=QTMQ'	NQ	NQ
i çí=QTMQa	TP	TP
i çí=QTMR^	RU	RU
i çí=QTMR_	SR	SR
i çí=QTMR'	W	W
i çí=QTMRa	RT	RT
i çí=QTM^	RU	RU
i çí=QTM_	SS	SS
i çí=QTM'	TQ	TQ
i çí=QTMa	RT	RT
i çí=QTM^	RV	RV





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baíaáÉa Éaí=áÇi á-ÁááóW

kl qb=ççáç=ó ÉíÉaÁÉè=Éçááèéçí áÇÇá=íáÉ á á ò ÉéçáK

i ~áÇm-éÁÉa	baíaáÉa Éaí	i á-Áááó
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i çí=QTM^	TS	TS
i çí=QTMfa	RU	RU
i çí=QTM^	NMP	NMP
i çí=QTM_	TT	TT
i çí=QTMU	RT	RT
i çí=QTMa	TS	TS
i çí=QTM^	VO	VO
i çí=QTM_	US	US
i çí=QTM^	TU	TU
i çí=QTMa	RP	RP
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i çí=QTM	TP	TP
i çí=QTMa	VO	VO
i çí=QTN^	VS	VS
i çí=QTN_	RS	RS
i çí=QTN^	RU	RU
i çí=QTNa	SS	SS
i çí=QTN^	NOO	NOO
i çí=QTN_	UO	UO
i çí=QTN^	SM	SM
i çí=QTNa	SU	SU
i çí=QTNP_	UO	UO
i çí=QTNPa	VR	VR
i çí=QUN^	NRN	NRN
i çí=QUN_	TO	TO
i çí=QUN^	SM	SM
i çí=QUNa	VN	VN





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baíaáÉa Éaí=áÇi á-ÁááóW

kl qb= =ççáç=ó ÉíÉaÁÉé=Éçááó=éçí áÇÇá=maÉá á á ð ÉéçáK

i ~áÇm-éÁÉa	baíaáÉa Éaí	i á-Áááó
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i çí=QUM0	TT	TT
i çí=QUMa	VQ	VQ
i çí=QUM^	NSP	NSP
i çí=QUM_	RR	RR
i çí=QUM^	ST	ST
i çí=QUMPa	SO	SO
i çí=QUMQ^	VQ	VQ
i çí=QUMQ_	RU	RU
i çí=QUMQ	NNQ	NNQ
i çí=QUMQa	TP	TP
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i çí=QUMR_	SR	SR
i çí=QUMR^	W	W
i çí=QUMPa	RT	RT
i çí=QUMS^	RU	RU
i çí=QUMS_	SS	SS
i çí=QUMS^	TQ	TQ
i çí=QUMSa	RT	RT
i çí=QUMT^	SM	SM
i çí=QUMT_	RP	RP
i çí=QUMT^	TT	TT
i çí=QUMTa	RT	RT
i çí=QUMU^	NMP	NMP
i çí=QUMU_	TT	TT
i çí=QUMU	RV	RV
i çí=QUMUa	TT	TT
i çí=QUMU^	VO	VO





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baíaáÉa Éái=áÇí á-ÁääóW

Kl qb= ñçäë ò ÉñÉáAÉë= áéçääëéçí äÇÇá= mÉá á ä ñ ÉéçäK

i -áÇí=áÉa	baíaáÉa Éái	i á-Áääó
i çí=QUM_	UN	UN
i çí=QUM'	TV	TV
i çí=QUMa	RQ	RQ
i çí=QUM^	W	W
i çí=QUM_	UV	UV
i çí=QUM	TP	TP
i çí=QUMa	VP	VP
i çí=QUM^	VU	VU
i çí=QUM_	RV	RV
i çí=QUM	SM	SM
i çí=QUMa	SS	SS
i çí=QUM^	NOO	NOO
i çí=QUM_	UO	UO
i çí=QUM	SM	SM
i çí=QUMa	SV	SV
i çí=QUM_	UO	UO
i çí=QUMa	VS	VS
i çí=QUM^	NRO	NRO
i çí=QUM_	TO	TO
i çí=QUM	SM	SM
i çí=QUMa	VO	VO
i çí=QUMs	N	N
i çí=QUM^	TR	TR
i çí=QUM_	TO	TO
i çí=QUM	TU	TU
i çí=QUMa	VQ	VQ
i çí=QUMs	N	N
i çí=QUM^	NSQ	NSQ
i çí=QUM_	RS	RS





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PLAN NO. PS746092G

baíaÉa Éái=áÇi á-ÁáóW

kl qb= ñçäö ñÉÉaÁÉè=Éçääéçí äÇÇá=ñÉá á ä ñ ÉéçäK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
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i çí=QMPa	SO	SO
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i çí=QMQ_	RU	RU
i çí=QMQ	NNR	NNR
i çí=QMQa	TP	TP
i çí=QMQs	N	N
i çí=QMR^	RU	RU
i çí=QMR_	SR	SR
i çí=QMR	W	W
i çí=QMPa	RT	RT
i çí=QMS^	RU	RU
i çí=QMS_	SS	SS
i çí=QMS'	TQ	TQ
i çí=QMSa	RT	RT
i çí=QMT^	SM	SM
i çí=QMT_	RP	RP
i çí=QMT	TT	TT
i çí=QMTa	RU	RU
i çí=QMU^	NMQ	NMQ
i çí=QMU_	TT	TT
i çí=QMU	RV	RV
i çí=QMLa	TT	TT
i çí=QMLs	N	N
i çí=QMM^	VO	VO
i çí=QMM_	US	US
i çí=QMM'	TV	TV
i çí=QMMa	RQ	RQ
i çí=QMMs	N	N





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ბაიარაღა ობიექტის ინფორმაცია
 KI qb= მდებარეობის კოორდინატები ადრესის მიხედვით

ინფორმაცია	ბაიარაღა ობიექტი	ინფორმაცია
i ძი=QNM	NM	NM
i ძი=QNM_	UV	UV
i ძი=QNM	TP	TP
i ძი=QNMa	VP	VP
i ძი=QNMb	N	N
i ძი=QNM*	W	W
i ძი=QNN_	RV	RV
i ძი=QNN	SM	SM
i ძი=QNNa	SM	SM
i ძი=QNNs	N	N
i ძი=QNO*	NCP	NCP
i ძი=QNO_	TV	TV
i ძი=QNO	SM	SM
i ძი=QNOa	SV	SV
i ძი=QNOs	N	N
i ძი=QNP_	UO	UO
i ძი=QNPa	VS	VS
i ძი=QNPs	N	N
i ძი=QNGs	N	N
i ძი=QNRs	N	N
i ძი=QNSs	N	N
i ძი=QNTs	N	N
i ძი=QNUs	N	N
i ძი=QOVs	N	N
i ძი=QONs	N	N
i ძი=QOOs	N	N
i ძი=QOPs	N	N
i ძი=QOQs	N	N
i ძი=QPIs	N	N





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PLAN NO. PS746092G

baíaÉa Éái=áÇi á-ÁáóW

kl qb= =ççáç= ÉíÉáÁÉè= Éçáá=éçí áÇÇá= =éá á á =ÉçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=Q/PNs	N	N
i çí=Q/POs	N	N
i çí=Q/PPs	N	N
i çí=Q/PQ' s	N	N
i çí=Q/POs	N	N
i çí=Q/PRs	N	N
i çí=Q/PSS	N	N
i çí=Q/PTs	N	N
i çí=Q/Pls	N	N
i çí=Q/PVs	N	N
i çí=Q/QIs	N	N
i çí=Q/QNs	N	N
i çí=Q/QOs	N	N
i çí=Q/QPs	N	N
i çí=Q/QCs	N	N
i çí=Q/CRs	N	N
i çí=Q/CSs	N	N
i çí=Q/QTs	N	N
i çí=Q/QLs	N	N
i çí=Q/QVs	N	N
i çí=Q/RIs	N	N
i çí=Q/RNs	N	N
i çí=Q/ROs	N	N
i çí=Q/RPs	N	N
i çí=Q/RQs	N	N
i çí=RMM^	NRO	NRO
i çí=RMM_	TO	TO
i çí=RMM	SM	SM
i çí=RMMa	VO	VO





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OWNERS CORPORATION 1
PLAN NO. PS746092G

baíaÉa Éái=áÇi á-ÁáóW

kl qb= ççäç=ó ÉíÉáÁÉè=Éçááèéçí áÇÇá=ñÉá á ä ò ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=RMQ^	TR	TR
i çí=RMQ_	TO	TO
i çí=RMQ	TU	TU
i çí=RMQa	VQ	VQ
i çí=RMQ^	NSQ	NSQ
i çí=RMQ_	RS	RS
i çí=RMQ'	SR	SR
i çí=RMQPa	SO	SO
i çí=RMQ^	VR	VR
i çí=RMQ_	RU	RU
i çí=RMQ	NR	NR
i çí=RMQa	TP	TP
i çí=RMQ^	RU	RU
i çí=RMQ_	SR	SR
i çí=RMQ'	W	W
i çí=RMQPa	RT	RT
i çí=RMQ^	RU	RU
i çí=RMQ_	SS	SS
i çí=RMQ'	TO	TO
i çí=RMQa	RT	RT
i çí=RMQ^	SM	SM
i çí=RMQ_	RP	RP
i çí=RMQ'	TT	TT
i çí=RMQPa	RU	RU
i çí=RMQ^	NMQ	NMQ
i çí=RMQ_	TU	TU
i çí=RMQ	RV	RV
i çí=RMQa	TT	TT
i çí=RMQ^	VP	VP





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baíaáÉa Éái=áÇi á-ÁáóW

kl qb= =ççáç=ó ÉíÉaÁÉè=Éçááóéçí áÇÇá=maá á á ò ÉéçáK

i ~áÇm-éÁÉa	baíaáÉa Éái	i á-Ááó
i çí=RMM_	UT	UT
i çí=RMM'	TV	TV
i çí=RMMa	RQ	RQ
i çí=RMM^	NMM	NMM
i çí=RMM_	VM	VM
i çí=RMM	TP	TP
i çí=RMMa	VP	VP
i çí=RMM^	W	W
i çí=RMM_	RV	RV
i çí=RMM	SM	SM
i çí=RMMa	SS	SS
i çí=RMO'	NCP	NCP
i çí=RMO_	UP	UP
i çí=RMO	SM	SM
i çí=RMOa	SV	SV
i çí=RMP_	UP	UP
i çí=RMPa	VS	VS
i çí=RMP^	NRP	NRP
i çí=RMM_	TO	TO
i çí=RMM	SN	SN
i çí=RMMa	VN	VN
i çí=RMO'	TR	TR
i çí=RMO_	TO	TO
i çí=RMO	TU	TU
i çí=RMOa	VQ	VQ
i çí=RMP^	NSR	NSR
i çí=RMP_	RS	RS
i çí=RMP'	ST	ST
i çí=RMPa	SM	SM





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baíaÉa Éái=áÇi á-ÁääóW

kl qb=ççäç=ó ÉíÉaÁÉè=Éçääéçí äÇÇä=maä á ä ò ÉéçäK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Áääó
i çí=RNMQ^	VR	VR
i çí=RNMQ_	RU	RU
i çí=RNMQ	NNR	NNR
i çí=RNMQa	TP	TP
i çí=RNMR^	RU	RU
i çí=RNMR_	SR	SR
i çí=RNMR	NMM	NMM
i çí=RNMRa	RU	RU
i çí=RNMS^	RU	RU
i çí=RNMS_	SS	SS
i çí=RNMS^	TQ	TQ
i çí=RNMSa	RU	RU
i çí=RNMI^	SM	SM
i çí=RNMI_	RP	RP
i çí=RNMI	TT	TT
i çí=RNMIa	RV	RV
i çí=RNMU^	NMR	NMR
i çí=RNMU_	TU	TU
i çí=RNMU	SM	SM
i çí=RNMUa	TT	TT
i çí=RNMV^	VP	VP
i çí=RNMV_	UT	UT
i çí=RNMV	TV	TV
i çí=RNMVa	RQ	RQ
i çí=RNNA^	NMN	NMN
i çí=RNNA_	VM	VM
i çí=RNNA	TP	TP
i çí=RNNAa	VQ	VQ
i çí=RNNN^	NMM	NMM





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baíaÉa Éái=áÇi á-ÁáóW

kl qb=ççáç=ÉÉÉÁÁÉè=Éçááèéçí áÇÇá=áÉá á á ò ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=ROMS^	RU	RU
i çí=ROMS_	ST	ST
i çí=ROMS'	TO	TO
i çí=ROMSa	RU	RU
i çí=ROMT^	SM	SM
i çí=ROMT_	RQ	RQ
i çí=ROMT'	TT	TT
i çí=ROMTa	RS	RS
i çí=ROMU^	NMR	NMR
i çí=ROMU_	TU	TU
i çí=ROMU'	RU	RU
i çí=ROMUa	TT	TT
i çí=ROMV^	VQ	VQ
i çí=ROMV_	UT	UT
i çí=ROMV'	TV	TV
i çí=ROMVa	RR	RR
i çí=ROMW^	NMN	NMN
i çí=ROMW_	VM	VM
i çí=ROMW'	TP	TP
i çí=ROMWa	VQ	VQ
i çí=ROMX^	NMM	NMM
i çí=ROMX_	RV	RV
i çí=ROMX'	SM	SM
i çí=ROMXa	ST	ST
i çí=ROMY'	NOQ	NOQ
i çí=ROMY_	UP	UP
i çí=ROMY'	SN	SN
i çí=ROMYa	SV	SV
i çí=ROMZ_	UP	UP





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kl qb= =ççáç=ó ÉíÉaÁÉé=Éçááóéçí áÇÇá=maá á á =ÉçáK

i ~áÇm-éÁÉa	baíaáÉa Éaí	i á-Áááó
i çí=RCNPa	VR	VR
i çí=RPIN^	NRQ	NRQ
i çí=RPIN_	TO	TO
i çí=RPIN	SN	SN
i çí=RPINa	VO	VO
i çí=RPIN^	TR	TR
i çí=RPIN_	TP	TP
i çí=RPIN	TU	TU
i çí=RPINa	VQ	VQ
i çí=RPIN^	NSS	NSS
i çí=RPIN_	RT	RT
i çí=RPIN^	ST	ST
i çí=RPINa	SO	SO
i çí=RPIN^	VS	VS
i çí=RPIN_	RV	RV
i çí=RPINQ	NRR	NRR
i çí=RPINa	TO	TO
i çí=RPIN^	RV	RV
i çí=RPIN_	SS	SS
i çí=RPIN^	NMM	NMM
i çí=RPINa	RU	RU
i çí=RPIN^	RV	RV
i çí=RPIN_	ST	ST
i çí=RPIN^	TQ	TQ
i çí=RPINa	RU	RU
i çí=RPIN^	SM	SM
i çí=RPIN_	RQ	RQ
i çí=RPIN^	TU	TU
i çí=RPINa	RV	RV





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kl qb= ççäç=ó ÉíÉaÁÉè=Éçááèéçí áÇÇá=maá á á ò ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éaí	i á-Ááó
i çí=RPMA	NMR	NMR
i çí=RPML	TU	TU
i çí=RPML	SM	SM
i çí=RPMLa	TU	TU
i çí=RPMA	VQ	VQ
i çí=RPML	UT	UT
i çí=RPML	UM	UM
i çí=RPMLa	RR	RR
i çí=RPML	NMN	NMN
i çí=RPML	VM	VM
i çí=RPML	TP	TP
i çí=RPMLa	VQ	VQ
i çí=RPML	NMM	NMM
i çí=RPML	RV	RV
i çí=RPML	SM	SM
i çí=RPMLa	ST	ST
i çí=RPML	NOQ	NOQ
i çí=RPML	UP	UP
i çí=RPML	SM	SM
i çí=RPMLa	SS	SS
i çí=RPML	UP	UP
i çí=RPMLa	VR	VR
i çí=RQML	NRR	NRR
i çí=RQML	TO	TO
i çí=RQML	SN	SN
i çí=RQMLa	VP	VP
i çí=RQML	TR	TR
i çí=RQML	TP	TP
i çí=RQML	TU	TU





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kl qb= =ççáç=ó ÉíÉáÁÉé=Éçááóéçí áÇÇá=maá á á =ÉçáK

i ~áÇm-éÁÉa	baíaáÉa Éái	i á-Áááó
i çí=QMQa	VQ	VQ
i çí=QMP^	NST	NST
i çí=QMP_	RT	RT
i çí=QMP'	ST	ST
i çí=QMPa	SP	SP
i çí=QMQ^	VS	VS
i çí=QMQ_	RU	RU
i çí=QMQ	NNS	NNS
i çí=QMQa	TQ	TQ
i çí=QMR^	RV	RV
i çí=QMR_	SS	SS
i çí=QMR'	W	W
i çí=QMRa	RU	RU
i çí=QMS^	RV	RV
i çí=QMS_	ST	ST
i çí=QMS'	TQ	TQ
i çí=QMSa	RU	RU
i çí=QMT^	SM	SM
i çí=QMT_	RQ	RQ
i çí=QMT'	TU	TU
i çí=QMTa	RV	RV
i çí=QMU^	NMS	NMS
i çí=QMU_	TU	TU
i çí=QMU	SM	SM
i çí=QMUa	TU	TU
i çí=QMW^	VQ	VQ
i çí=QMW_	UT	UT
i çí=QMW'	UM	UM
i çí=QMWa	RR	RR





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baíaÁa Éaí=áÇí á-ÁáóW

kl qb= çÇáç=ó ÉíÁaÁÉó=Éçááóéçí áÇíÇá=maá á á ò ÉéçáK

i ~áÇm-éÁa	baíaÁa Éaí	i á-Ááó
i çí=RRQa	TQ	TQ
i çí=RRR^	RV	RV
i çí=RRR_	SS	SS
i çí=RRR'	NM	NM
i çí=RRRPa	RU	RU
i çí=RRR^A	RV	RV
i çí=RRR_	ST	ST
i çí=RRR'S	TQ	TQ
i çí=RRR@a	RU	RU
i çí=RRR^A	SM	SM
i çí=RRR_	RQ	RQ
i çí=RRR'	TU	TU
i çí=RRRPa	RU	RU
i çí=RRR^A	NMS	NMS
i çí=RRR_	TU	TU
i çí=RRRU	SM	SM
i çí=RRR@a	TU	TU
i çí=RRR^A	VR	VR
i çí=RRR_	UT	UT
i çí=RRR'	UM	UM
i çí=RRRPa	RQ	RQ
i çí=RRR^A	NMP	NMP
i çí=RRR_	VM	VM
i çí=RRRM	TP	TP
i çí=RRR@a	VR	VR
i çí=RRR^A	NMD	NMD
i çí=RRR_	RV	RV
i çí=RRRN	SM	SM
i çí=RRR@a	SU	SU





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baíaÉa Éái=áÇi á-ÁáóW

kl qb= =ççäç=ó ÉíÉáAÉé=Éçááóéçí áÇÇá=maá á á =ÉçäK

i ~áÇm-éAÉá	baíaÉa Éái	i á-Ááó
i çí=RRNO^	NCR	NCR
i çí=RRNO_	UP	UP
i çí=RRNO'	SM	SM
i çí=RRNOa	TM	TM
i çí=RRNP_	UP	UP
i çí=RRNPa	VU	VU
i çí=RSMN^	NRU	NRU
i çí=RSMN_	TO	TO
i çí=RSMN'	SN	SN
i çí=RSMNa	VQ	VQ
i çí=RSMO^	TR	TR
i çí=RSMO_	TP	TP
i çí=RSMO'	TU	TU
i çí=RSMOa	VR	VR
i çí=RSMP^	NTM	NTM
i çí=RSMP_	RT	RT
i çí=RSMP'	ST	ST
i çí=RSMPa	SP	SP
i çí=RSMQ^	VT	VT
i çí=RSMQ_	RV	RV
i çí=RSMQ'	NNS	NNS
i çí=RSMQa	TQ	TQ
i çí=RSMR^	RV	RV
i çí=RSMR_	SS	SS
i çí=RSMR'	NMM	NMM
i çí=RSMRa	RU	RU
i çí=RSMS^	RV	RV
i çí=RSMS_	ST	ST
i çí=RSMS'	TQ	TQ





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PLAN NO. PS746092G**

baíáÉa Éaí=áÇí á-ÁáóW

kl qb= =ççáç= ÉíÉaÁÉè=Éçááèéçí áÇÇá= mÉá á á ò ÉéçáK

i ~áÇm-éÁÉa	baíáÉa Éaí	i á-Ááó
i çí=RSMSa	RU	RU
i çí=RSMT^	SM	SM
i çí=RSMT_	RQ	RQ
i çí=RSMT'	TU	TU
i çí=RSMTa	RV	RV
i çí=RSMU^	NMT	NMT
i çí=RSMU_	TU	TU
i çí=RSMU'	SM	SM
i çí=RSMLa	TU	TU
i çí=RSM^	VR	VR
i çí=RSM_	UT	UT
i çí=RSM'	UM	UM
i çí=RSMa	RR	RR
i çí=RSM^	NMQ	NMQ
i çí=RSM_	VM	VM
i çí=RSNM	TQ	TQ
i çí=RSNMa	VR	VR
i çí=RSN^	NMP	NMP
i çí=RSN_	RV	RV
i çí=RSN'	SM	SM
i çí=RSNMa	SU	SU
i çí=RSNO^	NOS	NOS
i çí=RSNO_	UP	UP
i çí=RSNO'	SM	SM
i çí=RSNOa	TM	TM
i çí=RSNP_	UP	UP
i çí=RSNPa	VU	VU
i çí=RTM^	NSM	NSM
i çí=RTM_	TP	TP





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baíáÉa Éaí=áÇi á-ÁáóW

kl qb=ççáç=ÉÉÉaÁÉè=Éçááèéçí áÇÇá=áÉá á á ò ÉéçáK

i ~áÇm-éÁÉa	baíáÉa Éaí	i á-Ááó
i çí=RTMN	SN	SN
i çí=RTMNa	VQ	VQ
i çí=RTMO'	TR	TR
i çí=RTMO_	TP	TP
i çí=RTMO	TV	TV
i çí=RTMOa	VR	VR
i çí=RTMP^	NTO	NTO
i çí=RTMP_	RT	RT
i çí=RTMP'	SR	SR
i çí=RTMPa	SP	SP
i çí=RTMQ'	VU	VU
i çí=RTMQ_	RV	RV
i çí=RTMQ	NNS	NNS
i çí=RTMQa	TQ	TQ
i çí=RTMR^	RV	RV
i çí=RTMR_	SS	SS
i çí=RTMR	NM	NM
i çí=RTMRa	RU	RU
i çí=RTMS^	RV	RV
i çí=RTMS_	ST	ST
i çí=RTMS'	TQ	TQ
i çí=RTMSa	RU	RU
i çí=RTMI^	SM	SM
i çí=RTMI_	RQ	RQ
i çí=RTMI'	TU	TU
i çí=RTMIa	RV	RV
i çí=RTMI^	NM	NM
i çí=RTMI_	TU	TU
i çí=RTMI	SM	SM





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baiaEaEai=aC# a-ÄääóW

kl qb=ççâçò EñEaAEè=èçääèçç aÇCâ=maã áã ò ÉéçãK

i -ãÇm-êAEã	baiaEaEai	i a-Äääó
i çí=RTMl	TU	TU
i çí=RTM^	VS	VS
i çí=RTM_	UT	UT
i çí=RTM'	UM	UM
i çí=RTMa	RQ	RQ
i çí=RTM^	NMQ	NMQ
i çí=RTM_	VM	VM
i çí=RTNM	TQ	TQ
i çí=RTNa	VR	VR
i çí=RTN^	NMP	NMP
i çí=RTN_	RV	RV
i çí=RTNN	SM	SM
i çí=RTNa	SU	SU
i çí=RTNO^	NOS	NOS
i çí=RTNO_	UP	UP
i çí=RTNO	SM	SM
i çí=RTNOa	TM	TM
i çí=RTNP_	UP	UP
i çí=RTNPa	VU	VU
i çí=RUM^	NSN	NSN
i çí=RUM_	TP	TP
i çí=RUMN	SN	SN
i çí=RUMa	VQ	VQ
i çí=RUMO^	TS	TS
i çí=RUMO_	TP	TP
i çí=RUMO	TV	TV
i çí=RUMOa	VR	VR
i çí=RUMP^	NTP	NTP
i çí=RUMP_	RT	RT



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kl qb= =ççáç=ó ÉíÉaÁÉé=Éçááóéçí áÇÇá=maÉá á á =ÉççáK

i ~áÇm-áÉa	baíaáÉa Éaí	i á-Áááó
i çí=RUNa	VR	VR
i çí=RUN^	NMP	NMP
i çí=RUN_	RV	RV
i çí=RUN	SN	SN
i çí=RUNa	SU	SU
i çí=RUNO^	NOS	NOS
i çí=RUNO_	UQ	UQ
i çí=RUNO	SN	SN
i çí=RUNOa	TN	TN
i çí=RUNP_	UQ	UQ
i çí=RUNPa	VU	VU
i çí=RVM^	NSP	NSP
i çí=RVM_	TP	TP
i çí=RVM	SN	SN
i çí=RVMa	VQ	VQ
i çí=RVMO^	TS	TS
i çí=RVMO_	TP	TP
i çí=RVMO	TV	TV
i çí=RVMOa	VR	VR
i çí=RVM^	NTR	NTR
i çí=RVM_	RT	RT
i çí=RVM^	SU	SU
i çí=RVMa	SP	SP
i çí=RVMQ^	VU	VU
i çí=RVMQ_	RV	RV
i çí=RVMQ	NNT	NNT
i çí=RVMQa	TQ	TQ
i çí=RVMR^	RV	RV
i çí=RVMR_	SS	SS





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baíáÉa Éái=áÇí á-ÁääóW

kl qb=ççäçó ÉíáÉaÉé=Éçääéçí áÇíá=áÇí á-ÁääóW

i ~áÇí-áÉá	baíáÉa Éái	i á-Áääó
i çí-RMR	NM	NM
i çí-RMRa	RU	RU
i çí-RMV^	RV	RV
i çí-RMV_	ST	ST
i çí-RMV'	TR	TR
i çí-RMVa	RU	RU
i çí-RMV^	SN	SN
i çí-RMV_	RQ	RQ
i çí-RMV'	TU	TU
i çí-RMVa	RV	RV
i çí-RMU^	NMU	NMU
i çí-RMU_	TV	TV
i çí-RMU	SM	SM
i çí-RMUb	TU	TU
i çí-RMV^	VS	VS
i çí-RMV_	UU	UU
i çí-RMV'	UM	UM
i çí-RMVa	RR	RR
i çí-RVM	NMR	NMR
i çí-RVM_	VN	VN
i çí-RVM	TQ	TQ
i çí-RVMa	VS	VS
i çí-RVN^	NMQ	NMQ
i çí-RVN_	RV	RV
i çí-RVN	SN	SN
i çí-RVNa	SU	SU
i çí-RVNO'	NOT	NOT
i çí-RVNO_	UQ	UQ
i çí-RVNO	SN	SN





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PLAN NO. PS746092G**

baíaáÉa Éaí=áÇi á-ÁááóW

kl qb= ÷çãç=ó ÉíÉaÁÉè=Éçááèéçí áÇÇá=ñÉá á á ð ÉéçáK

i ~áÇm-áÉa	baíaáÉa Éaí	i á-Áááó
i çí=RVNa	TN	TN
i çí=RVN_	UQ	UQ
i çí=RVNPa	W	W
i çí=RVNPs	N	N
i çí=RVNq	N	N
i çí=RVNs	N	N
i çí=RVNss	N	N
i çí=RVNTs	N	N
i çí=RVNUs	N	N
i çí=RVNVs	N	N
i çí=SMN^	NSQ	NSQ
i çí=SMN_	TP	TP
i çí=SMN	SN	SN
i çí=SMNa	VQ	VQ
i çí=SMNw	V	V
i çí=SMO^	TS	TS
i çí=SMO_	TP	TP
i çí=SMO	TV	TV
i çí=SMOa	VR	VR
i çí=SMOw	V	V
i çí=SMO^	NTS	NTS
i çí=SMO_	RT	RT
i çí=SMO^	SU	SU
i çí=SMOpa	SP	SP
i çí=SMOv	U	U
i çí=SMOq	W	W
i çí=SMO_	RV	RV
i çí=SMOQ	NNT	NNT
i çí=SMOqa	TQ	TQ





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PLAN NO. PS746092G**

baíaÉa Éái=áÇi á-ÁáóW

kl qb= ñçäö ÉíÉáÁÉè=Éçááèéçí áÇÇá=ñéá á ä ñ ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí-SMQw	V	V
i çí-SMR^	RV	RV
i çí-SMR_	SS	SS
i çí-SMR'	MN	MN
i çí-SMRa	RU	RU
i çí-SMRw	V	V
i çí-SMð^	RV	RV
i çí-SMð_	ST	ST
i çí-SMð'	TR	TR
i çí-SMða	RU	RU
i çí-SMðw	V	V
i çí-SMñ^	SN	SN
i çí-SMñ_	RQ	RQ
i çí-SMñ'	TU	TU
i çí-SMña	RV	RV
i çí-SMñv	U	U
i çí-SMñ^	NM	NM
i çí-SMñ_	TV	TV
i çí-SMñJ	SM	SM
i çí-SMña	TU	TU
i çí-SMñv	U	U
i çí-SMñ^	VT	VT
i çí-SMñ_	UU	UU
i çí-SMñ'	UM	UM
i çí-SMña	RR	RR
i çí-SMñv	U	U
i çí-SMñ'	NMR	NMR
i çí-SMñ_	VN	VN
i çí-SMñM	TQ	TQ





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baíaáEa Éaí=áÇi á-ÁääóW

kl qb= çÇäç=ó ÉíEáAEé=Éçääéçí çÇäç=áEá á ä ð ÉéçäK

i ~áÇm-éAÉá	baíaáEa Éaí	i á-Áääó
i çí-SMNa	VS	VS
i çí-SMnw	V	V
i çí-SMNV	NMQ	NMQ
i çí-SMNN	SM	SM
i çí-SMNN	SN	SN
i çí-SMNa	SU	SU
i çí-SMnw	V	V
i çí-SMNO	NOT	NOT
i çí-SMNO	UQ	UQ
i çí-SMNO	SN	SN
i çí-SMNa	TN	TN
i çí-SMNO	U	U
i çí-SMP	UQ	UQ
i çí-SMPa	W	W
i çí-SMPv	U	U
i çí-SMNO	V	V
i çí-SMnw	V	V
i çí-SMSw	V	V
i çí-SMTw	V	V
i çí-SMUw	V	V
i çí-SMNV	U	U
i çí-SMOW	V	V
i çí-SMOW	V	V
i çí-SMOv	U	U
i çí-SMOPv	U	U
i çí-SMOQ	U	U
i çí-SMORw	NM	NM
i çí-SMOSw	NM	NM
i çí-SMOTw	V	V





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baíaÉa Éaí=áÇi á-ÁääóW

kl qb=çÇäç=ÉñÉaÁÉè=Éçääéçí äÇÇä=ñÉä á ä ò ÉéçäK

i ~áÇm-éÁÉä	baíaÉa Éaí	i á-Áääó
i çí-SMOUw	V	V
i çí-SMOW	U	U
i çí-SMPWw	V	V
i çí-SMPNw	NM	NM
i çí-SMPOw	V	V
i çí-SMPPs	N	N
i çí-SMPPv	U	U
i çí-SMPQv	U	U
i çí-SMPRV	U	U
i çí-SMPSw	V	V
i çí-SMPTw	V	V
i çí-SMPUv	U	U
i çí-SMPVv	U	U
i çí-SMQWw	V	V
i çí-SMQNw	V	V
i çí-SMQOw	NM	NM
i çí-SMQPw	V	V
i çí-SMQQw	V	V
i çí-SMQRw	NM	NM
i çí-SMQSw	NM	NM
i çí-SMQTw	V	V
i çí-SMQUv	U	U
i çí-SMQVv	U	U
i çí-SMRW	U	U
i çí-SMRNw	U	U
i çí-SMROv	U	U
i çí-SMRPw	V	V
i çí-SMRQw	V	V
i çí-SMRRw	V	V





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baíaÉa Éái=áÇí á-ÁáóW

kl qb= ççáç=ó ÉíÉáÁÉè=Éçááèéçí áÇíÇá=íÉá á á ò ÉéçáK

i ~áÇíí-éÁÉá	baíaÉa Éái	i á-Ááó
i çí-SMRSw	NM	NM
i çí-SMRTw	NM	NM
i çí-SMRUw	NM	NM
i çí-SMRVw	NM	NM
i çí-SMSMw	NM	NM
i çí-SMSNw	NM	NM
i çí-SMSOw	V	V
i çí-SMSPw	V	V
i çí-SMSQv	U	U
i çí-SMSRw	NM	NM
i çí-SMSw	V	V
i çí-SMTw	NM	NM
i çí-SMSUw	V	V
i çí-SNM_	TP	TP
i çí-SNMN	SN	SN
i çí-SNMNa	VQ	VQ
i çí-SNMO_	TP	TP
i çí-SNMO	TV	TV
i çí-SNMOa	VR	VR
i çí-SNMP_	RT	RT
i çí-SNMP'	SU	SU
i çí-SNMPa	SP	SP
i çí-SNMQ_	RV	RV
i çí-SNMQ	NNT	NNT
i çí-SNMQa	TR	TR
i çí-SNMR_	SS	SS
i çí-SNMR'	NM	NM
i çí-SNMRa	RU	RU
i çí-SNMS_	ST	ST





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baíaÉa Éái=áÇi á-ÁääóW

kl qb= ñçäö ñÉÉáÁÉè=Éçääéçí äÇÇá=ñÉá á ä ñ ÉéçäK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Áääó
i çí-SMS`	TR	TR
i çí-SMba	RU	RU
i çí-SMf_	RQ	RQ
i çí-SMf`	TV	TV
i çí-SMfa	RV	RV
i çí-SMU_	TV	TV
i çí-SMU	SM	SM
i çí-SMla	TV	TV
i çí-SM_	UU	UU
i çí-SM`	UN	UN
i çí-SMwa	RR	RR
i çí-SM_	VN	VN
i çí-SNM	TQ	TQ
i çí-SNMa	VS	VS
i çí-SNN_	SM	SM
i çí-SNN	SN	SN
i çí-SNNa	SU	SU
i çí-SNO_	UQ	UQ
i çí-SNO`	SN	SN
i çí-SNOa	TN	TN
i çí-SNP_	UQ	UQ
i çí-SNPa	W	W
i çí-SOM_	TP	TP
i çí-SOM	SN	SN
i çí-SOMa	VQ	VQ
i çí-SOM_	TQ	TQ
i çí-SOM`	TV	TV
i çí-SOMa	VR	VR
i çí-SOMP_	RT	RT





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baíáÉá Éáí=áÇí á-ÁááóW

kl qb= ¢çç ¢ ÉíÉáÁÉè= Éçááèéçí ÅÉÇá= mÉá á ã ¢ ÉéçãK

i ~áÇí=áÉá	baíáÉá Éáí	i á-Áááó
i çí=SMP	SU	SU
i çí=SMPa	SP	SP
i çí=SMPQ	RV	RV
i çí=SMPQ	NNT	NNT
i çí=SMPQa	TR	TR
i çí=SMPR	SS	SS
i çí=SMPR	NMN	NMN
i çí=SMPRa	RU	RU
i çí=SMPR_	ST	ST
i çí=SMPR	TR	TR
i çí=SMPSa	RU	RU
i çí=SMP_	RQ	RQ
i çí=SMP	TV	TV
i çí=SMPa	RV	RV
i çí=SMP_	TV	TV
i çí=SMPU	SM	SM
i çí=SMPa	TV	TV
i çí=SMP_	UU	UU
i çí=SMP	UN	UN
i çí=SMPa	RR	RR
i çí=SMP_	VN	VN
i çí=SMP	TQ	TQ
i çí=SMPa	VS	VS
i çí=SMP_	SM	SM
i çí=SON	SN	SN
i çí=SONa	SU	SU
i çí=SON_	UQ	UQ
i çí=SON	SN	SN
i çí=SONa	TN	TN





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kl qb= ççäç=ó ÉñÉaÁÉè=Éçááèéçí áÇÇá=ñÉá á ä ð ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=SONP_	UQ	UQ
i çí=SONPa	W	W
i çí=SPM_	TP	TP
i çí=SPM	SN	SN
i çí=SPMa	VQ	VQ
i çí=SPM_	TQ	TQ
i çí=SPMO	TV	TV
i çí=SPMOa	VS	VS
i çí=SPMP_	RT	RT
i çí=SPMP'	SU	SU
i çí=SPMPa	SP	SP
i çí=SPMQ_	RV	RV
i çí=SPMQ	NNT	NNT
i çí=SPMQa	TR	TR
i çí=SPMR_	SS	SS
i çí=SPMR	NM	NM
i çí=SPMRa	RU	RU
i çí=SPMS_	ST	ST
i çí=SPMS'	TR	TR
i çí=SPMSa	RU	RU
i çí=SPMT_	RQ	RQ
i çí=SPMT'	TV	TV
i çí=SPMTa	RV	RV
i çí=SPMU_	TV	TV
i çí=SPMU	SM	SM
i çí=SPMJa	TV	TV
i çí=SPW_	UU	UU
i çí=SPW'	UN	UN
i çí=SPWa	RR	RR





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kl qb= ñçãþ ò ÉñÉáÁÉè=Éçááèéçí ðÉÇá=ñéá á ä ò ÉéçãK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Áääó
i çí=SPNM_	VN	VN
i çí=SPNM	TQ	TQ
i çí=SPNMa	VS	VS
i çí=SPNN_	SM	SM
i çí=SPNN	SN	SN
i çí=SPNNa	SU	SU
i çí=SPNO_	UQ	UQ
i çí=SPNO	SN	SN
i çí=SPNOa	TN	TN
i çí=SPNP_	UQ	UQ
i çí=SPNPa	W	W
i çí=SQMN	SO	SO
i çí=SQMNa	VQ	VQ
i çí=SQMO	TV	TV
i çí=SQMOa	VS	VS
i çí=SQMP	SU	SU
i çí=SQMPa	SQ	SQ
i çí=SQMQ	NUU	NUU
i çí=SQMQa	TR	TR
i çí=SQMR	NMN	NMN
i çí=SQMPa	RV	RV
i çí=SQMS	TR	TR
i çí=SQMSa	RV	RV
i çí=SQMT	TV	TV
i çí=SQMTa	SM	SM
i çí=SQMU	SN	SN
i çí=SQMu	TV	TV
i çí=SQMW	UN	UN
i çí=SQMa	RR	RR





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kl qb= ççäç=ó ÉñÉáÁÉè=Éçááèéçí áÇíÇá=ñÉá á á ð ÉéçáK

i ~áÇíñ-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=SQM	TQ	TQ
i çí=SQMa	VS	VS
i çí=SQNN	SN	SN
i çí=SQNa	SV	SV
i çí=SQNO	SN	SN
i çí=SQOa	TN	TN
i çí=SQPa	W	W
i çí=SRMN	SO	SO
i çí=SRMa	VR	VR
i çí=SRMO	UO	UO
i çí=SRMOa	VS	VS
i çí=SRMP	SU	SU
i çí=SRMPa	SQ	SQ
i çí=SRMQ	NNU	NNU
i çí=SRMQa	TR	TR
i çí=SRMR	NMO	NMO
i çí=SRMRa	RV	RV
i çí=SRMS	TR	TR
i çí=SRMSa	RV	RV
i çí=SRMT	TV	TV
i çí=SRMTa	SM	SM
i çí=SRMU	SN	SN
i çí=SRMla	TV	TV
i çí=SRM'	UN	UN
i çí=SRMa	RR	RR
i çí=SRNM	TQ	TQ
i çí=SRNMa	VS	VS
i çí=SRNN	SN	SN
i çí=SRNNa	SV	SV





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kl qb= ççäç=ó ÉñÉáÁÉè=Éçááèéçí áÇÇá=ñÉá á ä ò ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=SRNO	SN	SN
i çí=SRNOa	TN	TN
i çí=SRNPa	W	W
i çí=SSMN	SO	SO
i çí=SSMNa	VR	VR
i çí=SSMO	UO	UO
i çí=SSMOa	VS	VS
i çí=SSMP	SU	SU
i çí=SSMPa	SQ	SQ
i çí=SSMQ	NUU	NUU
i çí=SSMQa	TR	TR
i çí=SSMR	NMD	NMD
i çí=SSMRa	RV	RV
i çí=SSMS	TR	TR
i çí=SSMSa	RV	RV
i çí=SSMT	TV	TV
i çí=SSMTa	SM	SM
i çí=SSMU	SN	SN
i çí=SSMJa	TV	TV
i çí=SSW	UN	UN
i çí=SSWa	RR	RR
i çí=SSNM	TR	TR
i çí=SSNJa	VS	VS
i çí=SSNN	SN	SN
i çí=SSNJa	SV	SV
i çí=SSNO	SN	SN
i çí=SSNOa	TN	TN
i çí=SSNPa	W	W
i çí=STMN	SO	SO





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kl qb= ñçäö ÉÁÉÁÉÉ=Éçääéçí äÇÇá=ñéá á ä ñ ÉéçäK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí-STMa	VR	VR
i çí-STMD	UO	UO
i çí-STMDa	VS	VS
i çí-STMP	SU	SU
i çí-STMPa	SQ	SQ
i çí-STMQ	NNU	NNU
i çí-STMQa	TR	TR
i çí-STMR	NMD	NMD
i çí-STMRa	RV	RV
i çí-STMS	TR	TR
i çí-STMSa	RV	RV
i çí-STMT	TV	TV
i çí-STMTa	SM	SM
i çí-STMU	SN	SN
i çí-STMla	TV	TV
i çí-STM'	UN	UN
i çí-STMa	RR	RR
i çí-STNM	TR	TR
i çí-STNMa	VT	VT
i çí-STNN	SN	SN
i çí-STNMa	SV	SV
i çí-STNO	SN	SN
i çí-STNOa	TN	TN
i çí-STNPa	NMM	NMM
i çí-SUN	SO	SO
i çí-SUMa	VR	VR
i çí-SUMD	UO	UO
i çí-SUMDa	VS	VS
i çí-SUMP	SU	SU





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baíaÉa Éái=áÇi á-ÁääóW

kl qb=ççäç=ÉñÉaÁÉè=Éçääéçí dÇÇä=ñÉä á ä ñ ÉéçäK

i ~áÇm-éÁÉa	baíaÉa Éái	i á-Áääó
i çí-SUMPa	SQ	SQ
i çí-SUMQ	NU	NU
i çí-SUMQa	TR	TR
i çí-SUMR	NMD	NMD
i çí-SUMPa	RV	RV
i çí-SUMS	TR	TR
i çí-SUMSa	RV	RV
i çí-SUMT	TV	TV
i çí-SUMTa	SM	SM
i çí-SUMU	SN	SN
i çí-SUMUa	TV	TV
i çí-SUMV	UN	UN
i çí-SUMVa	RR	RR
i çí-SUMW	TR	TR
i çí-SUMVa	VT	VT
i çí-SUNN	SN	SN
i çí-SUNNa	SV	SV
i çí-SUNO	SN	SN
i çí-SUNQa	TN	TN
i çí-SUNPa	NMM	NMM
i çí-SVMNa	VR	VR
i çí-SVMNs	N	N
i çí-SVMQa	VS	VS
i çí-SVMQs	N	N
i çí-SVMPa	SQ	SQ
i çí-SVMPS	N	N
i çí-SVMQa	TS	TS
i çí-SVMQs	N	N
i çí-SVMRa	RV	RV





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kl qb=ççáç=ÉÉaÁÉè=Éçááèéçí áÇíá=áÉá á á èÉçáK

i ~áÇí=áÉa	baíaÉa Éaí	i á-Ááó
i çí=SVVs	N	N
i çí=SVQs	N	N
i çí=SVQs	N	N
i çí=SVQs	N	N
i çí=SVQs	N	N
i çí=SVQs	N	N
i çí=SVQs	N	N
i çí=SVQs	N	N
i çí=SVRIs	N	N
i çí=SVRIs	N	N
i çí=SVSIs	N	N
i çí=SVSIs	N	N
i çí=SVPs	N	N
i çí=SVQs	N	N
i çí=SVRs	N	N
i çí=SVSs	N	N
i çí=SVTs	N	N
i çí=SVUs	N	N
i çí=SVVs	N	N
i çí=TMNa	VR	VR
i çí=TMNv	U	U
i çí=TMQa	VS	VS
i çí=TMQv	U	U
i çí=TMPa	SQ	SQ
i çí=TMPw	V	V
i çí=TMQa	TS	TS
i çí=TMQv	V	V
i çí=TMPa	RV	RV
i çí=TMPw	V	V
i çí=TMsa	RV	RV





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baíaáÉa Éaí=áÇi á-ÁááóW

kl qb=ççáç=ó ÉíÉaÁÉé=Éçááó=éçí áÇiÇá=íáÉá á á ð ÉéçáK

i ~áÇi=áÉa	baíaáÉa Éaí	i á-Áááó
i çí=TMáW	V	V
i çí=TMía	SM	SM
i çí=TMíw	V	V
i çí=TMUa	UM	UM
i çí=TMUw	V	V
i çí=TMWa	RR	RR
i çí=TMWw	V	V
i çí=TMVa	VT	VT
i çí=TMVw	U	U
i çí=TMNa	SV	SV
i çí=TMNw	U	U
i çí=TMQa	TO	TO
i çí=TMQv	U	U
i çí=TMPa	NM	NM
i çí=MPw	V	V
i çí=TMQw	V	V
i çí=TMRw	V	V
i çí=TMáW	V	V
i çí=TMíw	V	V
i çí=TMUw	V	V
i çí=TMNw	V	V
i çí=TMQw	V	V
i çí=TMVw	V	V
i çí=TMQw	V	V
i çí=TMVw	U	U
i çí=TMQw	V	V
i çí=TMVw	V	V
i çí=TMáW	V	V
i çí=TMíw	V	V





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baíaÉa Éaí=áÇí á-ÁáóW

kl qb= ñçäö ÉaÉaÉe= áçááééçí áÇíá= mÉá á á ñ ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éaí	i á-Ááó
i çí=TMUw	V	V
i çí=TMWw	NM	NM
i çí=TMPWw	V	V
i çí=MPNw	V	V
i çí=MPQv	U	U
i çí=MPWw	V	V
i çí=MPQw	V	V
i çí=MPRv	U	U
i çí=MPSw	NM	NM
i çí=MPTw	V	V
i çí=MPUw	V	V
i çí=MPVw	U	U
i çí=MQWw	V	V
i çí=MQNw	V	V
i çí=MQOw	V	V
i çí=MQPv	U	U
i çí=MQQv	U	U
i çí=MQRw	V	V
i çí=MQSw	V	V
i çí=MQTw	V	V
i çí=MQUw	V	V
i çí=MQWw	V	V
i çí=MRWw	V	V
i çí=MRNw	NM	NM
i çí=MRQw	V	V
i çí=MRPw	NM	NM
i çí=MRQw	V	V
i çí=MRRw	V	V
i çí=MRSw	V	V





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OWNERS CORPORATION 1
PLAN NO. PS746092G

βαίαιέα Εάι=άÇ± á-ΆάóW

kl qb= ≈çäç=ó ÈñÉáAÈé=έçάá=éçí ΔÉÇá=πáÉá á ā ð ÉέçáK

i -áÇ±=άÉÁ	βαίαιέα Εάι	i á-Άάó
i çí=VCRS	N	N
i çí=VCSs	N	N
i çí=VCRNs	N	N
i çí=VCRNs	N	N
i çí=VRCs	N	N
i çí=VRTs	N	N
i çí=VVPs	N	N
i çí=VVCs	N	N
i çí=VVRs	N	N
i çí=VVSs	N	N
i çí=VVTs	N	N
i çí=VVUs	N	N
i çí=VVVs	N	N
i çí=VMNs	N	N
i çí=VMQs	N	N
i çí=VMPPs	N	N
i çí=VMQs	N	N
i çí=VMRs	N	N
i çí=VMBS	N	N
i çí=VMFs	N	N
i çí=VMUs	N	N
i çí=VMVs	N	N
i çí=VMNs	N	N
i çí=VMNs	N	N
i çí=VMQs	N	N
i çí=VMPPs	N	N
i çí=VMQs	N	N
i çí=VMRs	N	N
i çí=VMVs	N	N





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**OWNERS CORPORATION 1
PLAN NO. PS746092G**

baíaáÉa Éaí=áÇí á-ÁáóW

kl qb=ççäç=óÉñÉaAÉè=Éçááééçí äÇÇä=ñÉá á ä òÉçäK

i ~áÇñ-éAÉá	baíaáÉa Éaí	i á-Ááó
i çí=NNNs	N	N
i çí=NNNs	N	N
i çí=NNQNs	N	N
i çí=NNQNs	N	N
i çí=NOVNs	N	N
i çí=NOVNs	N	N
i çí=NPVNs	N	N
i çí=NPVNs	N	N
i çí=NPVNs	N	N
i çí=NQVNs	N	N
i çí=NQVNs	N	N
i çí=NQVNs	N	N
i çí=NRVNs	N	N
i çí=NRVNs	N	N
i çí=NRVNs	N	N
i çí=NSVNs	N	N
i çí=NSVNs	N	N
i çí=NSVNs	N	N
i çí=NTVNs	N	N
i çí=NTVNs	N	N
i çí=NTVNs	N	N
i çí=NUMNs	N	N
i çí=NUMNs	N	N
i çí=NUMNs	N	N
i çí=NVNns	N	N
i çí=NVNns	N	N
i çí=NVNns	N	N
i çí=OMNs	N	N
i çí=OMNs	N	N





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baíaÉa Éaí=áÇí á-ÁáóW

kl qb= ñçã ò ÉñÉáÁÉè= Ëçááèéçí áÇÇá=ñÉá á ã ò ÉéçáK

i ~áÇí=áÉá	baíaÉa Éaí	i á-Ááó
i Çí=PPVMOs	N	N
i Çí=á p	N	N
i Çí= NpPMM	O	O
i Çí= NpPMD	N	N
i Çí=j mPMNb	U	U
i Çí=j mPMOb	U	U
i Çí=j mPMPo	U	U
i Çí=j mPMQb	U	U
i Çí=j mPMRo	U	U
i Çí=j mPMSo	U	U
i Çí=j mPMTo	U	U
i Çí=j mPMUb	U	U
i Çí=j mPMVo	U	U
i Çí=j mPNMb	U	U
i Çí=j mPNNb	U	U
i Çí=j mPNQb	U	U
i Çí=j mPNRb	U	U
i Çí=j mPNSo	U	U
i Çí=j mPNTb	U	U
i Çí=j mPNUb	U	U
i Çí=j mPNVo	U	U
i Çí=j mPQVb	U	U
i Çí=j mPPVb	U	U
i Çí=j mPPNb	U	U
i Çí=j mPPOb	U	U
i Çí=j mPPPo	U	U
i Çí=j mPPQb	U	U
i Çí=j mPPRb	U	U
i Çí=j mPPSo	U	U





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baíaáÉa Éaí=áÇí á-ÁááóW

kl qb= ñçãñ ò ÉñÉáÁÉè= áéçááèéçí áÇíÇá=ñáÉá á á ñ ÉéçáK

i ~áÇíñ-áÉÉá	baíaáÉa Éaí	i á-Áááó
i çí=j mPPTo	U	U
i çí=j mPPUb	U	U
i çí=j mPPVo	U	U
i çí=j mPQVb	U	U
i çí=j mPQNb	U	U
i çí=j pPMb	N	N
i çí=j pPMOb	N	N
i çí=j pPMPo	N	N
i çí=j pPMQb	N	N
i çí=j pPMRb	N	N
i çí=j pPMSo	N	N
i çí=j pPMTo	N	N
i çí=j pPMUb	N	N
i çí=j pPMVo	N	N
i çí=j pPMVb	N	N
i çí=j pPNO	N	N
i çí=j pPNPo	N	N
i çí=j pPNQb	N	N
i çí=j pPNRb	N	N
i çí=ñ No ^	QTS	QTS
i çí=ñ No _	CRP	CRP
i çí=ñ Ob ^	RR	RR
i çí=ñ Ob _	TP	TP
i çí=ñ Po ^	NPO	NPO
i çí=ñ Po _	SN	SN
i çí=ñ Qb ^	RQ	RQ
i çí=ñ Qb _	SQ	SQ
i çí=ñ Rb ^	RM	RM
i çí=ñ Rb _	TQ	TQ





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baiaiaa Eai-a-aaaw

kl qb= ccq-0 ENaAEe-ae-aaw-eqi dEca-maa a a -o Eeqak

i -a-aa-aaEa	baiaiaa Eai	i a-aaaw
i ci-d So ^	PN	PN
i ci-d So _	NM	NM
i ci-d To _	NTS	NTS
i ci-d Ub _	VM	VM
i ci-d Oo a	RU	RU
i ci-d Opo `	VT	VT
i ci-d Oob `	VS	VS
i ci-d Cro `	NRS	NRS
i ci-d Oto `	NPN	NPN
i ci-d Oub `	NQP	NQP
i ci-d Ova	RQ	RQ
i ci-d Pmb a	PU	PU
i ci-d Pnb a	NPS	NPS
i ci-d Pca	TS	TS
i ci-p Q	OSRPR	OSRPR
i ci-p NP	NQ/TS	NQ/TS
i ci-p NQ	TRSR	TRSR
	qci-a	OSVVUUM

ceqa PNa EAa AE-OMI-ai Eoo- qQo= cece-IE-ae-EEa ECh-ae-a+ i aEae= cece-iaak ao-ENaAE-ic=- qQo= cece-IE-ae-aomaa
faeia a Eai-ccq-ae-ae-ae-ae-ae-ENaAE-ic-a+ i aEae= cece-iaak

pi-iaa Eai-baK



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Report details and search parameters in a stylized font, including references to 'c6e6a' and 'AEC-EnAEC'.

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PLAN NO. PS746092G

qUE-a-a-q-... i aEe= ceece-lqaw

i -a-q- NEEAEC-Ao i aEe= ceece-lqaw

Extensive list of alphanumeric codes and combinations, likely representing search results or identifiers.





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j çÇÉaol áÉè=ééáá ãáÉèè=ã ~ííÉèè=éçí çÇÉÇÑèáá ï áÉèè= çéèçé-íçá=oi áÉèè ÉÉ=ÉÁíçá=NPVEF# ï áÉèè= çéèçé-íçá=Áí=QMS=

l ï áÉèè= çéèçé-íçá=oi áÉèèW
N# ` MQUTRV#PMMFLQMDM

^ÇÇáçá=á# ï áÉèè= çéèçé-íçá=á=íáÑèá ~íçááW
l ` MQUTRRV#PMMFLQMDM

kçí-íçá=áèW
çççççÑÜÉ=ó ÉÓèíÉéÑé= çã á çã=íçéÉéó=ç çKÇ=á=ÜÉ=á~á ÉçÑ ï áÉèè= çéèçé-íçá=ç çKÑ Éá ÁÉèè=Ñ ï áÉèè= çéèçé-íçá=ç çKÇ
~É=ççç=ÑÉÁÉÇ=Áó# ï áÉèè= çéèçé-íçá=ç çKÑ

báíáÉá Éáí=áÇí á=ÁááóW
kl qb= çççççÑÜÉ=ó ÉÓèíÉéÑé= éççááè=éçí çÇÉÇá=íáÉá á á è ÉéçáK

i ~áÇí=áÉá	báíáÉá Éáí	i á=Áááó
` çã á çã=íçéÉéó=ó	M	M
i çí=NM_	RV	RV
i çí=NO_	SO	SO
i çí=ON_	RV	RV
i çí=OO_	SO	SO
i çí=PM_	RV	RV
i çí=PO_	SO	SO
i çí=SM^	UM	UM
i çí=SM_	ST	ST
i çí=SO^	UM	UM
i çí=SO_	RP	RP
i çí=SP^	RR	RR
i çí=SP_	RV	RV
i çí=SQ^	TT	TT
i çí=SQ_	RU	RU
i çí=SR^	SR	SR
i çí=SR_	TP	TP
i çí=SS^	TS	TS
i çí=SS_	TO	TO
i çí=ST^	SV	SV
i çí=ST_	TO	TO
i çí=SU^	RU	RU





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baíaÉa Éái=áÇi á-ÁáóW

kl qb= ççäç=ó ÉíÉáÁÉè=Éçááèéçí áÇÇá=ñÉá á ä ò ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí-SMJ_	QP	QP
i çí-SM^	RO	RO
i çí-SW_	TN	TN
i çí-SM^	RV	RV
i çí-SN^	QT	QT
i çí-SN^	SN	SN
i çí-SN^	TS	TS
i çí-TM^	UM	UM
i çí-TM_	SS	SS
i çí-TM^	UM	UM
i çí-TM_	RQ	RQ
i çí-TM^	SN	SN
i çí-TM_	RQ	RQ
i çí-TM^	TT	TT
i çí-TM_	RO	RO
i çí-TM^	RV	RV
i çí-TM_	TP	TP
i çí-TM^	UM	UM
i çí-TM_	TO	TO
i çí-TM^	TM	TM
i çí-TM_	TO	TO
i çí-TM^	RU	RU
i çí-TM_	QP	QP
i çí-TM^	RS	RS
i çí-TM_	QV	QV
i çí-TM^	RR	RR
i çí-TM_	RQ	RQ
i çí-TN^	QU	QU
i çí-TN_	RO	RO





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baíaÉa Éái=áÇí á-ÁáóW

kl qb= ççäç=ó ÉíÉáÁÉè=Éçááèéçí äÇÇä=ñéä á ä ò ÉéçäK

i ~áÇí=éÉá	baíaÉa Éái	i á-Ááó
i çí=NO^	RS	RS
i çí=NP^	TS	TS
i çí=UN^	VN	VN
i çí=UN_	NOR	NOR
i çí=UD^	RR	RR
i çí=UD_	SM	SM
i çí=UP^	SO	SO
i çí=UP_	TS	TS
i çí=UQ^	SN	SN
i çí=UQ_	RS	RS
i çí=UR^	RV	RV
i çí=UR_	RT	RT
i çí=US^	RS	RS
i çí=US_	RT	RT
i çí=UT^	TP	TP
i çí=UT_	RV	RV
i çí=UJ^	QU	QU
i çí=UJ_	TP	TP
i çí=UM^	RR	RR
i çí=UM_	TR	TR
i çí=UNM^	TS	TS
i çí=UNM_	TR	TR
i çí=UNN^	TN	TN
i çí=UNN_	TM	TM
i çí=UNO^	RO	RO
i çí=UNO_	QS	QS
i çí=UNP^	UM	UM
i çí=UNP_	TS	TS
i çí=UNQ^	RR	RR





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baíáÉa Éaí=áÇí á-ÁááóW

kl qb= ÷çãç= ÉíááÁÉë= Éçááëéçí áÇÇá= máá á á ñ ÉéçáK

i ÷áÇí-áÉá	baíáÉa Éaí	i á-Áááó
i çí=UNQ_	SQ	SQ
i çí=UNR^	RP	RP
i çí=UNR_	RM	RM
i çí=UNS^	SN	SN
i çí=UNT^	UP	UP
i çí=VN^	RN	RN
i çí=VN_	QU	QU
i çí=VO^	RP	RP
i çí=VO_	SS	SS
i çí=VP^	RT	RT
i çí=VP_	SR	SR
i çí=VQ^	RV	RV
i çí=VQ_	QS	QS
i çí=VR^	UM	UM
i çí=VR_	RN	RN
i çí=VS^	SU	SU
i çí=VS_	QU	QU
i çí=VT^	TM	TM
i çí=VT_	RP	RP
i çí=VU^	RU	RU
i çí=VU_	TM	TM
i çí=VV^	TM	TM
i çí=VV_	TM	TM
i çí=VN^	SU	SU
i çí=VN_	TM	TM
i çí=VN^	QP	QP
i çí=VN_	SP	SP
i çí=VO^	RT	RT
i çí=VO_	QS	QS





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baíáÉa Éaí=áÇí á-ÁááóW

kl qb= ççäç=ó ÉíÉáÁÉè=Éçááèéçí äÇÇá=íáÉá á ä ò ÉéçäK

i ~áÇí=áÉa	baíáÉa Éaí	i á-Áááó
i çí=NP^	RS	RS
i çí=NP_	QT	QT
i çí=NQ^	RS	RS
i çí=NQ_	TR	TR
i çí=NR^	SO	SO
i çí=NS^	TP	TP
i çí=NT^	TM	TM
i çí=MM^	RS	RS
i çí=MM_	SM	SM
i çí=MO^	TQ	TQ
i çí=MO_	TN	TN
i çí=MP^	RP	RP
i çí=MP_	RV	RV
i çí=MQ^	UM	UM
i çí=MR^	SN	SN
i çí=MS^	RU	RU
i çí=MT^	RM	RM
i çí=MU^	RV	RV
i çí=MV^	TO	TO
i çí=MM^	RN	RN
i çí=MM^	SN	SN
i çí=MO^	RQ	RQ
i çí=MP^	RP	RP
i çí=MQ^	RP	RP
i çí=MR^	TS	TS
i çí=NO^	NCR	NCR
i çí=NO_	TT	TT
i çí=NO^	SN	SN
i çí=NO_	RP	RP



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baíaÉa Éái=áÇí á-ÁáóW

kl qb= ñçäö ÉíÉáAÉè=Éçääéçí äÇíá=ñéá á ä ñ ÉéçáK

i ~áÇíñ-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=NOVP^	NQO	NQO
i çí=NOVP_	RQ	RQ
i çí=NOVQ^	TV	TV
i çí=NOVQ_	QS	QS
i çí=NOVR^	QU	QU
i çí=NOVR_	QS	QS
i çí=NOVS^	RM	RM
i çí=NOVS_	QQ	QQ
i çí=NOVT^	RN	RN
i çí=NOVU^	UP	UP
i çí=NOVU^	TN	TN
i çí=NOVM^	TT	TT
i çí=NOVM^	TS	TS
i çí=NOVO^	NMD	NMD
i çí=NPMM^	NCR	NCR
i çí=NPMM_	SP	SP
i çí=NPMD^	SN	SN
i çí=NPMD_	SQ	SQ
i çí=NPMP^	NQO	NQO
i çí=NPMP_	RN	RN
i çí=NPMQ^	TP	TP
i çí=NPMQ_	RP	RP
i çí=NPVR^	RM	RM
i çí=NPVR_	RQ	RQ
i çí=NPVS^	RM	RM
i çí=NPVS_	QS	QS
i çí=NPVT^	QU	QU
i çí=NPVT_	QS	QS
i çí=NPVU^	TV	TV





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ბაიბაია ორგანიზაციის სახე

კლინტი = ციფრული მონიტორინგის და მართვის სისტემა

ბაიბაია ორგანიზაციის სახე	ბაიბაია ორგანიზაციის სახე	ბაიბაია ორგანიზაციის სახე
i ციფრული მონიტორინგის და მართვის სისტემა	SS	SS
i ციფრული მონიტორინგის და მართვის სისტემა	TN	TN
i ციფრული მონიტორინგის და მართვის სისტემა	TR	TR
i ციფრული მონიტორინგის და მართვის სისტემა	TU	TU
i ციფრული მონიტორინგის და მართვის სისტემა	TT	TT
i ციფრული მონიტორინგის და მართვის სისტემა	UO	UO
i ციფრული მონიტორინგის და მართვის სისტემა	RN	RN
i ციფრული მონიტორინგის და მართვის სისტემა	NMP	NMP
i ციფრული მონიტორინგის და მართვის სისტემა	TO	TO
i ციფრული მონიტორინგის და მართვის სისტემა	TO	TO
i ციფრული მონიტორინგის და მართვის სისტემა	NOS	NOS
i ციფრული მონიტორინგის და მართვის სისტემა	SP	SP
i ციფრული მონიტორინგის და მართვის სისტემა	ST	ST
i ციფრული მონიტორინგის და მართვის სისტემა	SQ	SQ
i ციფრული მონიტორინგის და მართვის სისტემა	NCP	NCP
i ციფრული მონიტორინგის და მართვის სისტემა	RN	RN
i ციფრული მონიტორინგის და მართვის სისტემა	TP	TP
i ციფრული მონიტორინგის და მართვის სისტემა	RP	RP
i ციფრული მონიტორინგის და მართვის სისტემა	RM	RM
i ციფრული მონიტორინგის და მართვის სისტემა	RQ	RQ
i ციფრული მონიტორინგის და მართვის სისტემა	RM	RM
i ციფრული მონიტორინგის და მართვის სისტემა	QT	QT
i ციფრული მონიტორინგის და მართვის სისტემა	QU	QU
i ციფრული მონიტორინგის და მართვის სისტემა	QT	QT
i ციფრული მონიტორინგის და მართვის სისტემა	TV	TV
i ციფრული მონიტორინგის და მართვის სისტემა	SS	SS
i ციფრული მონიტორინგის და მართვის სისტემა	TN	TN
i ციფრული მონიტორინგის და მართვის სისტემა	TR	TR
i ციფრული მონიტორინგის და მართვის სისტემა	TU	TU





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Όνομα Όμιλου Διαχειριστή

ΚΑΤΗΓΟΡΙΑ ΚΑΤΑΣΤΕΥΣΗΣ ΕΓΚΑΤΑΣΤΑΣΗΣ

Όνομα Όμιλου Διαχειριστή	ΚΑΤΗΓΟΡΙΑ ΚΑΤΑΣΤΕΥΣΗΣ ΕΓΚΑΤΑΣΤΑΣΗΣ	Όνομα Όμιλου Διαχειριστή
i c n a	TT	TT
i c n n	UO	UO
i c n n	RN	RN
i c n n	NMP	NMP
i c n n	TO	TO
i c n p	TO	TO
i c r m	NOS	NOS
i c r m	SP	SP
i c r m	SO	SO
i c r m	SQ	SQ
i c r m	NPT	NPT
i c r m	RN	RN
i c r m	TP	TP
i c r m	RP	RP
i c r m	RM	RM
i c r m	RQ	RQ
i c r m	QU	QU
i c r m	QT	QT
i c r m	RO	RO
i c r m	QT	QT
i c r m	UQ	UQ
i c r m	SS	SS
i c r m	TN	TN
i c r m	TR	TR
i c r m	TU	TU
i c r m	TT	TT
i c r n	TS	TS
i c r n	RN	RN
i c r n	NMP	NMP





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PLAN NO. PS746092G**

baíaÉa Éaí=áÇi á-ÁáóW

kl qb= =ççãç= ÉñÉaÁÉè= Éçáã=éçí aÇÇã= mÉã á ã =ÉçãK

i ~áÇm-ÉaÉa	baíaÉa Éaí	i á-Ááó
i çí=NTMO^	ST	ST
i çí=NTMO_	SR	SR
i çí=NTMP^	NPT	NPT
i çí=NTMP_	RN	RN
i çí=NTMQ^	TQ	TQ
i çí=NTMQ_	RP	RP
i çí=NTMR^	RM	RM
i çí=NTMR_	RQ	RQ
i çí=NTMS^	RM	RM
i çí=NTMS_	QT	QT
i çí=NTMT^	QU	QU
i çí=NTMT_	QT	QT
i çí=NTMU^	UQ	UQ
i çí=NTMU_	ST	ST
i çí=NTMV^	TO	TO
i çí=NTMV_	TS	TS
i çí=NTNN^	TU	TU
i çí=NTNN_	TU	TU
i çí=NTNO^	UO	UO
i çí=NTNO_	RN	RN
i çí=NTNP^	NMP	NMP
i çí=NTNP_	TN	TN
i çí=NTNP_	TN	TN
i çí=NUM^	NOS	NOS
i çí=NUM_	SQ	SQ
i çí=NUMO^	SO	SO
i çí=NUMO_	SR	SR
i çí=NUP^	NQP	NQP
i çí=NUP_	RN	RN





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baíaÉa Éái=áÇí á-ÁáóW

kl qb= =ççäç= ÉíÉáÁÉè= Éçääéçí çÉÇá= mÉá á ä ò ÉéçäK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=NUMQ^	TQ	TQ
i çí=NUMQ_	RP	RP
i çí=NUMR^	RM	RM
i çí=NUMR_	RQ	RQ
i çí=NUMS^	RM	RM
i çí=NUMS_	QT	QT
i çí=NUMT^	RO	RO
i çí=NUMT_	QT	QT
i çí=NUMU^	UQ	UQ
i çí=NUMU_	ST	ST
i çí=NUMV^	TO	TO
i çí=NUMV_	TS	TS
i çí=NUMW^	TU	TU
i çí=NUMW_	TU	TU
i çí=NUMX^	TT	TT
i çí=NUMX_	RN	RN
i çí=NUMY^	NMP	NMP
i çí=NUMY_	TP	TP
i çí=NUMZ_	TP	TP
i çí=NUMA^	NOT	NOT
i çí=NUMA_	SQ	SQ
i çí=NUMB^	ST	ST
i çí=NUMB_	SR	SR
i çí=NUMC^	NPU	NPU
i çí=NUMC_	RN	RN
i çí=NUMD^	UM	UM
i çí=NUMD_	RP	RP
i çí=NUME^	QU	QU
i çí=NUME_	RQ	RQ





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baíaÉa Éái=áÇí a-ÁáóW

kl qb= =ççá= ÉíÉaAÉè= Éçáá=éçí aÇíá= mÉá á ā ÉéçáK

i ~áÇm-éÉa	baíaÉa Éái	i a-Ááó
i çí=NMS^	RM	RM
i çí=NMS_	QT	QT
i çí=NMV^	RO	RO
i çí=NMV_	QT	QT
i çí=NMU^	UQ	UQ
i çí=NMU_	ST	ST
i çí=NMW^	TO	TO
i çí=NMW_	TS	TS
i çí=NMM^	TU	TU
i çí=NMM_	TU	TU
i çí=NNN^	UO	UO
i çí=NNN_	RN	RN
i çí=MNO^	NMP	NMP
i çí=MNO_	TP	TP
i çí=MNP_	TN	TN
i çí=OMN^	NOT	NOT
i çí=OMN_	SQ	SQ
i çí=OMO^	SO	SO
i çí=OMO_	SR	SR
i çí=OMP^	NQQ	NQQ
i çí=OMP_	RN	RN
i çí=OMQ^	TQ	TQ
i çí=OMQ_	RP	RP
i çí=OMR^	RM	RM
i çí=OMR_	RQ	RQ
i çí=OMS^	QU	QU
i çí=OMS_	QT	QT
i çí=OMT^	RO	RO
i çí=OMT_	QT	QT





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baíáÉa Éaí=áÇí á-ÄääóW

kl qb= ñçãþ ò ÉíÉaÁÉè= áéçáãéçí ðÉÇá= mÉá á ä ñ ÉéçáK

i -áÇí=áÉa	baíáÉa Éaí	i á-Äääó
i çí=ÖMU^	TV	TV
i çí=ÖMU_	ST	ST
i çí=ÖMM^	TO	TO
i çí=ÖMM_	TS	TS
i çí=ÖMN^	TU	TU
i çí=ÖMN_	TU	TU
i çí=ÖNN^	TT	TT
i çí=ÖNN_	RN	RN
i çí=ÖNO^	NMP	NMP
i çí=ÖNO_	TN	TN
i çí=ÖNP_	TP	TP
i çí=ÖNM^	NOT	NOT
i çí=ÖMN_	SQ	SQ
i çí=ÖMO^	SO	SO
i çí=ÖMO_	SR	SR
i çí=ÖMP^	NPU	NPU
i çí=ÖMP_	RN	RN
i çí=ÖMQ^	TQ	TQ
i çí=ÖMQ_	RP	RP
i çí=ÖMR^	RM	RM
i çí=ÖMR_	RQ	RQ
i çí=ÖMS^	QU	QU
i çí=ÖMS_	QT	QT
i çí=ÖMT^	QU	QU
i çí=ÖMT_	QT	QT
i çí=ÖMU^	UR	UR
i çí=ÖMU_	ST	ST
i çí=ÖMV^	TO	TO
i çí=ÖMV_	TS	TS





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baíaÉa Éaí=áÇi á-ÁáóW

kl qb= ÷çäç=ó ÉñÉaÁÉè=Éçááèéçí áÇÇá=ñÉá á ã ò ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éaí	i á-Ááó
i çí=ÖNN^	TV	TV
i çí=ÖNN_	TU	TU
i çí=ÖNN^	TT	TT
i çí=ÖNN_	RN	RN
i çí=ÖNN^	NMQ	NMQ
i çí=ÖNN_	TP	TP
i çí=ÖNP_	TP	TP
i çí=ÖNN^	NOT	NOT
i çí=ÖNN_	SQ	SQ
i çí=ÖNO^	ST	ST
i çí=ÖNO_	SR	SR
i çí=ÖNP^	NPU	NPU
i çí=ÖNP_	RN	RN
i çí=ÖNQ^	TQ	TQ
i çí=ÖNQ_	RP	RP
i çí=ÖMR^	RM	RM
i çí=ÖMR_	RQ	RQ
i çí=ÖMS^	RM	RM
i çí=ÖMS_	QT	QT
i çí=ÖMT^	RO	RO
i çí=ÖMT_	QT	QT
i çí=ÖMU^	UR	UR
i çí=ÖMU_	ST	ST
i çí=ÖM^	TO	TO
i çí=ÖM_	TS	TS
i çí=ÖNM^	TV	TV
i çí=ÖNM_	TU	TU
i çí=ÖNN^	UP	UP
i çí=ÖNN_	RN	RN





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baíaääa Éái=áÇi á-ÄääóW

kl qb= =çā→ ÉíÉáAEé→ áçāā-éçí áÇÇā→-mää á ā ñ ÉéçáK

i ~áÇm-áÉÁ	baíaääa Éái	i á-Äääó
i çí=ÖNO^	NMQ	NMQ
i çí=ÖNO_	TN	TN
i çí=ÖNP_	TP	TP
i çí=ÖPM^	NOT	NOT
i çí=ÖPM_	SQ	SQ
i çí=ÖPMÖ^	ST	ST
i çí=ÖPMÖ_	SR	SR
i çí=ÖPMP^	NPU	NPU
i çí=ÖPMP_	RN	RN
i çí=ÖPMQ^	TQ	TQ
i çí=ÖPMQ_	RP	RP
i çí=ÖPMR^	RM	RM
i çí=ÖPMR_	RQ	RQ
i çí=ÖPMS^	QU	QU
i çí=ÖPMS_	QT	QT
i çí=ÖPMI^	RO	RO
i çí=ÖPMI_	QT	QT
i çí=ÖPMU^	UM	UM
i çí=ÖPMU_	ST	ST
i çí=ÖPM^	TO	TO
i çí=ÖPM_	TS	TS
i çí=ÖPNM^	TV	TV
i çí=ÖPNM_	TU	TU
i çí=ÖPN^	UP	UP
i çí=ÖPN_	RN	RN
i çí=ÖPNO^	NMQ	NMQ
i çí=ÖPNO_	TN	TN
i çí=ÖPNP_	TP	TP
i çí=ÖQMN^	NOU	NOU





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baíaÁa Éái=aÇi a-ÁääóW

kl qb= =çãç=0 ÉíÁaÁEë=>Éçááëéçí dÇÇã=>=mÉã á ã =ÉçãK

i ~áÇm-áÁa	baíaÁa Éái	i a-Áääó
i çí=CRMP_	RN	RN
i çí=CRMQ^	TR	TR
i çí=CRMQ_	RP	RP
i çí=CRMR^	RM	RM
i çí=CRMR_	RQ	RQ
i çí=CRMS^	RM	RM
i çí=CRMS_	QT	QT
i çí=CRMT^	QU	QU
i çí=CRMT_	QT	QT
i çí=CRMU^	UM	UM
i çí=CRMU_	SU	SU
i çí=CRMV^	TP	TP
i çí=CRW_	TT	TT
i çí=CRNM^	TV	TV
i çí=CRNM_	TV	TV
i çí=CRNN^	UP	UP
i çí=CRNN_	RN	RN
i çí=CRNO^	NMQ	NMQ
i çí=CRNO_	TQ	TQ
i çí=CRNP_	TQ	TQ
i çí=OSMN^	NOU	NOU
i çí=OSMN_	SR	SR
i çí=OSMO^	ST	ST
i çí=OSMO_	SS	SS
i çí=OSMP^	NQR	NQR
i çí=OSMP_	RO	RO
i çí=OSMQ^	TR	TR
i çí=OSMQ_	RQ	RQ
i çí=OSMR^	RN	RN



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kl qb= ççãç= ÉíÉáÁÉè=Éçááèéçí áÇíá= mÉá á á ð ÉéçáK

i ~áÇm-áÉá	baíáÉa Éaí	i á-Ááó
i çí=OSMR_	RR	RR
i çí=OSMS^	RN	RN
i çí=OSMS_	QT	QT
i çí=OSMT^	QV	QV
i çí=OSMT_	QT	QT
i çí=OSMU^	UM	UM
i çí=OSMU_	SU	SU
i çí=OSM^	TP	TP
i çí=OSM_	TT	TT
i çí=OSNM^	TV	TV
i çí=OSNM_	TV	TV
i çí=OSNN^	UP	UP
i çí=OSNN_	RO	RO
i çí=OSNO^	NMQ	NMQ
i çí=OSNO_	TQ	TQ
i çí=OSNP_	TQ	TQ
i çí=OTM^	NOJ	NOJ
i çí=OTM_	SR	SR
i çí=OTMO^	SO	SO
i çí=OTMO_	SS	SS
i çí=OTMP^	NPV	NPV
i çí=OTMP_	RO	RO
i çí=OTMQ^	TR	TR
i çí=OTMQ_	RQ	RQ
i çí=OTMR^	RN	RN
i çí=OTMR_	RR	RR
i çí=OTMS^	QV	QV
i çí=OTMS_	QT	QT
i çí=OTMT^	RO	RO





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baíaÉa Éái=áÇi á-ÁáóW

kl qb= ñçäö ÉíÉáÁÉè=Éçááèéçí äÇÇá=ñéá á ä ñ ÉéçäK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=ÇUM_	TT	TT
i çí=ÇUM^	TV	TV
i çí=ÇUM_	UM	UM
i çí=ÇUM^	UP	UP
i çí=ÇUM_	RP	RP
i çí=ÇUNO^	NMQ	NMQ
i çí=ÇUNO_	TR	TR
i çí=ÇUNP_	TR	TR
i çí=ÇMN^	NOV	NOV
i çí=ÇMN_	SR	SR
i çí=ÇMO^	ST	ST
i çí=ÇMO_	SS	SS
i çí=ÇMP^	NQM	NQM
i çí=ÇMP_	RO	RO
i çí=ÇMQ^	TR	TR
i çí=ÇMQ_	RQ	RQ
i çí=ÇMR^	RN	RN
i çí=ÇMR_	RR	RR
i çí=ÇMS^	RN	RN
i çí=ÇMS_	QT	QT
i çí=ÇMT^	QV	QV
i çí=ÇMT_	QT	QT
i çí=ÇMU^	US	US
i çí=ÇMU_	SU	SU
i çí=ÇMM^	TP	TP
i çí=ÇMM_	TT	TT
i çí=ÇNM^	UM	UM
i çí=ÇNM_	UM	UM
i çí=ÇNN^	UQ	UQ





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baíaÉa Éaí=áÇi á-ÁáóW

kl qb=ççáç=ó ÉíÉaÁÉè=Éçáá=éçí áÇÇá=maá á á ð ÉéçáK

i ~áÇm-éÉa	baíaÉa Éaí	i á-Ááó
i çí=OVNN_	RP	RP
i çí=OVNO^	NMR	NMR
i çí=OVNO_	TP	TP
i çí=OVNP_	TP	TP
i çí=PMN^	NOV	NOV
i çí=PMN_	SR	SR
i çí=PMO^	SO	SO
i çí=PMO_	SS	SS
i çí=PMO^	NOS	NOS
i çí=PMP_	RO	RO
i çí=PMQ^	TR	TR
i çí=PMQ_	RQ	RQ
i çí=PMR^	RN	RN
i çí=PMR_	RR	RR
i çí=PMR^	RN	RN
i çí=PMR_	QT	QT
i çí=PMR^	RO	RO
i çí=PMR_	QT	QT
i çí=PMU^	US	US
i çí=PMU_	SU	SU
i çí=PMU^	TP	TP
i çí=PMU_	TT	TT
i çí=PMU^	UM	UM
i çí=PMU_	UM	UM
i çí=PMU^	TU	TU
i çí=PMU_	RP	RP
i çí=PMO^	NMR	NMR
i çí=PMO_	TR	TR
i çí=PMP_	TR	TR





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baíaÉa Éái=áÇi á-ÁääóW

kl qb= ççäç=ó ÉíÉaÁÉè=Éçääéçí áÇÇä=ñÉä á ä ò ÉéçäK

i ~áÇm-éÁÉa	baíaÉa Éái	i á-Áääó
i çí=PNM^	NOV	NOV
i çí=PNM_	SR	SR
i çí=PNM^	ST	ST
i çí=PNM_	SS	SS
i çí=PNM^	NQM	NQM
i çí=PNM_	RO	RO
i çí=PNM^	UN	UN
i çí=PNM_	RQ	RQ
i çí=PNM^	QV	QV
i çí=PNM_	RR	RR
i çí=PNM^	RN	RN
i çí=PNM_	QT	QT
i çí=PNM^	RO	RO
i çí=PNM_	QT	QT
i çí=PNM^	US	US
i çí=PNM_	SU	SU
i çí=PNM^	TP	TP
i çí=PNM_	TT	TT
i çí=PNM^	UM	UM
i çí=PNM_	UM	UM
i çí=PNM^	UQ	UQ
i çí=PNM_	RP	RP
i çí=PNM^	NMR	NMR
i çí=PNM_	TR	TR
i çí=PNM_	TP	TP
i çí=PCM^	NOV	NOV
i çí=PCM_	SR	SR
i çí=PCM^	SO	SO
i çí=PCM_	SS	SS





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baíaáÉa Éaí=áÇi á-ÁááóW

kl qb= =ççáç=ó ÉíÉaÁÉé=Éçááééçí áÇÇá=maá á á =ÉçáK

i ~áÇm-éÁÉa	baíaáÉa Éaí	i á-Áááó
i çí=PPM^	RN	RN
i çí=PPM_	RR	RR
i çí=PPM^	QV	QV
i çí=PPM_	QT	QT
i çí=PPM^	QV	QV
i çí=PPM_	QT	QT
i çí=PPM^	US	US
i çí=PPM_	SV	SV
i çí=PPM^	TQ	TQ
i çí=PPM_	TU	TU
i çí=PPM^	UM	UM
i çí=PPM_	UN	UN
i çí=PPM^	TV	TV
i çí=PPM_	RP	RP
i çí=PPM^	NMR	NMR
i çí=PPM_	TS	TS
i çí=PPM_	TS	TS
i çí=PQM^	NPM	NPM
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i çí=PQM_	RQ	RQ
i çí=PQM^	RN	RN
i çí=PQM_	RR	RR
i çí=PQM^	RN	RN
i çí=PQM_	QT	QT





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baiaiaa Eai=aCt a-AAAOW

kl qb= =cqa to EiaaAe= aeaa=eqi aCta= ma a a = Eeak

i -aCm-aaEa	baiaiaa Eai	i a-AAAo
i ci=PRM^	TQ	TQ
i ci=PRM_	TU	TU
i ci=PRM^	UM	UM
i ci=PRM_	UN	UN
i ci=PRN^	UQ	UQ
i ci=PRN_	RP	RP
i ci=PRNO^	NMR	NMR
i ci=PRNO_	TP	TP
i ci=PRNP_	TS	TS
i ci=PSM^	NQM	NQM
i ci=PSM_	SS	SS
i ci=PSMO^	TO	TO
i ci=PSMO_	ST	ST
i ci=PSMP^	NRT	NRT
i ci=PSMP_	RO	RO
i ci=PSMQ^	UV	UV
i ci=PSMQ_	RQ	RQ
i ci=PSMR^	RS	RS
i ci=PSMR_	RR	RR
i ci=PSMS^	RS	RS
i ci=PSMS_	QT	QT
i ci=PSMT^	RT	RT
i ci=PSMT_	QT	QT
i ci=PSMU^	VV	VV
i ci=PSMU_	SV	SV
i ci=PSM^	UT	UT
i ci=PSM_	TU	TU
i ci=PSNM^	UU	UU
i ci=PSNM_	UN	UN





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baíaÉa Éái=aÇi á-ÁáóW

kl qb= =ççã= ðÉÇáAÉè= Æçááèéçí aÇÇá= =mÉá á ã ðÉçãK

i ~áÇm-éAÉa	baíaÉa Éái	i á-Ááó
i çí=PSNN^	US	US
i çí=PSNN_	RP	RP
i çí=PSNO^	NNU	NNU
i çí=PSNO_	TS	TS
i çí=PSNP_	TQ	TQ
i çí=PTMN^	NQS	NQS
i çí=PTMN_	SS	SS
i çí=PTMO^	SU	SU
i çí=PTMO_	ST	ST
i çí=PTMP^	NRU	NRU
i çí=PTMP_	RO	RO
i çí=PTMQ^	VM	VM
i çí=PTMQ_	RQ	RQ
i çí=PTMR^	RT	RT
i çí=PTMR_	RR	RR
i çí=PTMS^	RT	RT
i çí=PTMS_	QT	QT
i çí=PTMT^	RU	RU
i çí=PTMT_	QT	QT
i çí=PTMU^	W	W
i çí=PTMU_	SV	SV
i çí=PTM^	UO	UO
i çí=PTM_	TU	TU
i çí=PTNM^	VP	VP
i çí=PTNM_	UN	UN
i çí=PTNN^	VO	VO
i çí=PTNN_	RP	RP
i çí=PTNO^	NNP	NNP
i çí=PTNO_	TS	TS



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OWNERS CORPORATION 2
PLAN NO. PS746092G

baiaiaa Eai=aCt a-AAAOW

kl qb= ccq to EiaaAe= eeaa-eqi dCaa=ma a a to EeqaK

i ~aCm-eAa	baiaiaa Eai	i a-AAAo
i ci=PTNP_	TS	TS
i ci=PUN^	NQN	NQN
i ci=PUN_	SS	SS
i ci=PUM^	TQ	TQ
i ci=PUM_	ST	ST
i ci=PUMP^	NRU	NRU
i ci=PUMP_	RO	RO
i ci=PUMQ^	VM	VM
i ci=PUMQ_	RQ	RQ
i ci=PUMR^	RT	RT
i ci=PUMR_	RR	RR
i ci=PUMS^	RT	RT
i ci=PUMS_	QT	QT
i ci=PUMT^	RV	RV
i ci=PUMT_	QT	QT
i ci=PUMU^	W	W
i ci=PUMU_	SV	SV
i ci=PUMV^	U	U
i ci=PUMV_	TU	TU
i ci=PUMW^	U	U
i ci=PUMW_	UN	UN
i ci=PUNX^	VO	VO
i ci=PUNX_	RP	RP
i ci=PUNY^	NU	NU
i ci=PUNY_	TS	TS
i ci=PUNZ_	TS	TS
i ci=PMN^	NQT	NQT
i ci=PMN_	SU	SU
i ci=PMO^	TQ	TQ





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OWNERS CORPORATION 2
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baíaÉa Éaí=áÇi á-ÁáóW

kl qb= =ççáç=ó ÉíÉaÁÉè=Éçááéçí áÇÇá=maá á á ò ÉéçáK

i ~áÇm-éAÉa	baíaÉa Éaí	i á-Ááó
i çí=PVMO_	SV	SV
i çí=PVMP^	NRV	NRV
i çí=PVMP_	RQ	RQ
i çí=PVMQ^	VM	VM
i çí=PVMQ_	RS	RS
i çí=PVMR^	RT	RT
i çí=PVMR_	RT	RT
i çí=PVMS^	RT	RT
i çí=PVMS_	RM	RM
i çí=PVMT^	RV	RV
i çí=PVMT_	RM	RM
i çí=PVMU^	NMM	NMM
i çí=PVMU_	TN	TN
i çí=PVMM^	UU	UU
i çí=PVMM_	UM	UM
i çí=PVNM^	VQ	VQ
i çí=PVNM_	UP	UP
i çí=PVNN^	VP	VP
i çí=PVNN_	RR	RR
i çí=PVNO^	NV	NV
i çí=PVNO_	TU	TU
i çí=PVNP_	TU	TU
i çí=QMN^	NQD	NQD
i çí=QMO^	TQ	TQ
i çí=QMP^	NRV	NRV
i çí=QMQ^	VN	VN
i çí=QMR^	RT	RT
i çí=QMS^	RT	RT
i çí=QMT^	RV	RV





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**OWNERS CORPORATION 2
PLAN NO. PS746092G**

baíaÉa Éaí-aÇi a-ÁáóW

kl qb= ççäç-ó ÈñÉaAÉè=>Éçääéçí àÇÇä->ñÉä á ä ñ ÉéçãK

i -áÇm-éÉa	baíaÉa Éaí	i a-Ááó
i çí-QMU^	NM	NM
i çí-QMM^	UP	UP
i çí-QMM^	UV	UV
i çí-QMN^	UU	UU
i çí-QNO^	NV	NV
i çí-QNN^	NQ	NQ
i çí-QNN_	TN	TN
i çí-QNO^	TQ	TQ
i çí-QNO_	SV	SV
i çí-QMP^	NS	NS
i çí-QMP_	RQ	RQ
i çí-QMQ^	VN	VN
i çí-QMQ_	RU	RU
i çí-QNR^	RT	RT
i çí-QNR_	SQ	SQ
i çí-QNS^	RT	RT
i çí-QNS_	SQ	SQ
i çí-QNT^	RV	RV
i çí-QNT_	RP	RP
i çí-QMU^	NM	NM
i çí-QMU_	TN	TN
i çí-QMN^	UV	UV
i çí-QMW_	UR	UR
i çí-QNM^	VR	VR
i çí-QNN_	UP	UP
i çí-QNN^	VQ	VQ
i çí-QNN_	RU	RU
i çí-QNO^	NM	NM
i çí-QNO_	TU	TU



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baíaÉa Éái=áÇi á-ÁääóW

kl qb= ñçäö ÉíÉáÁÉë=Éçääéçí äÇÇä=ñéá á ä ñ ÉéçäK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Áääó
i çí=QNP_	TU	TU
i çí=QNN^	NQJ	NQJ
i çí=QNN_	TN	TN
i çí=QNO^	TQ	TQ
i çí=QNO_	SV	SV
i çí=QNP^	NSM	NSM
i çí=QNP_	RS	RS
i çí=QNO^	VO	VO
i çí=QNO_	RS	RS
i çí=QNR^	RT	RT
i çí=QNR_	SR	SR
i çí=QNS^	RT	RT
i çí=QNS_	SS	SS
i çí=QNT^	RV	RV
i çí=QNT_	RM	RM
i çí=QNU^	NMN	NMN
i çí=QNU_	TT	TT
i çí=QNV^	VM	VM
i çí=QNV_	UN	UN
i çí=QNN^	VM	VM
i çí=QNN_	UV	UV
i çí=QNN^	VQ	VQ
i çí=QNN_	RR	RR
i çí=QNO^	NOM	NOM
i çí=QNO_	UO	UO
i çí=QNP_	UO	UO
i çí=QPN^	NQV	NQV
i çí=QPN_	SU	SU
i çí=QPO^	TQ	TQ





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baíaÉa Éái=áÇi á-ÄääóW

kl qb= =ççäç=ó ÈñÉaÁÉë=Éçääéçí äÇÇä=ñÉä á ä ò ÉéçäK

i ~äÇm-éÁÉä	baíaÉa Éái	i á-Äääó
i çí=CPMO_	TO	TO
i çí=CPMP^	NSN	NSN
i çí=CPMP_	RS	RS
i çí=CPMQ^	VO	VO
i çí=CPMQ_	RU	RU
i çí=CPMR^	RU	RU
i çí=CPMR_	SR	SR
i çí=CPMS^	RU	RU
i çí=CPMS_	SS	SS
i çí=CPMT^	RV	RV
i çí=CPMT_	RM	RM
i çí=CPMU^	NMN	NMN
i çí=CPMU_	TT	TT
i çí=CPMV^	VM	VM
i çí=CPMV_	US	US
i çí=CPNM^	VR	VR
i çí=CPNM_	UQ	UQ
i çí=CPNV^	VQ	VQ
i çí=CPNV_	RU	RU
i çí=CPNO^	NNR	NNR
i çí=CPNO_	TV	TV
i çí=CPNP_	TV	TV
i çí=CQMV^	NQV	NQV
i çí=CQMV_	TN	TN
i çí=CQMO^	TQ	TQ
i çí=CQMO_	TO	TO
i çí=CQMP^	NSN	NSN
i çí=CQMP_	RR	RR
i çí=CQMQ^	VO	VO



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baíaÉa Éái=áÇi á-ÁáóW

kl qb= =ççäç=ó ÉíÉáÁÉè=Éçááèéçí áÇÇá=maá á ä ã ò ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=QQQ_	RT	RT
i çí=QQR^	RU	RU
i çí=QQR_	SR	SR
i çí=QQS^	RU	RU
i çí=QQS_	SS	SS
i çí=QQT^	RV	RV
i çí=QQT_	RP	RP
i çí=QQU^	NMD	NMD
i çí=QQU_	TO	TO
i çí=QQV^	VM	VM
i çí=QQW_	US	US
i çí=QQX^	VS	VS
i çí=QQX_	UQ	UQ
i çí=QQY^	VR	VR
i çí=QQY_	RV	RV
i çí=QQZ^	NON	NON
i çí=QQZ_	UO	UO
i çí=QQ_	UO	UO
i çí=QRN^	NRM	NRM
i çí=QRN_	SU	SU
i çí=QRV^	TQ	TQ
i çí=QRV_	TO	TO
i çí=QRW^	NSO	NSO
i çí=QRW_	RS	RS
i çí=QRX^	VP	VP
i çí=QRX_	RU	RU
i çí=QR^	RU	RU
i çí=QR_	SR	SR
i çí=QRV^	RU	RU





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baíaÉa Éái=áÇi á-ÁáóW

kl qb= ççáç=ó ÉíÉáÁÉé=Éçááóéçí áÇÇá=íÉá á á ð ÉéçáK

i ~áÇm-éÁÉá	baíaÉa Éái	i á-Ááó
i çí=CRMS_	SS	SS
i çí=CRMI^	RV	RV
i çí=CRMI_	RM	RM
i çí=CRMU^	NMD	NMD
i çí=CRMU_	TT	TT
i çí=CRM^	VN	VN
i çí=CRM_	UN	UN
i çí=CRNM^	VS	VS
i çí=CRNM_	UV	UV
i çí=CRN^	VR	VR
i çí=CRN_	RS	RS
i çí=CRNO^	NON	NON
i çí=CRNO_	UO	UO
i çí=CRNP_	UO	UO
i çí=CSMN^	NRM	NRM
i çí=CSMN_	TN	TN
i çí=CSMO^	TQ	TQ
i çí=CSMO_	TO	TO
i çí=CSMP^	NSO	NSO
i çí=CSMP_	RS	RS
i çí=CSMQ^	VP	VP
i çí=CSMQ_	RU	RU
i çí=CSMR^	RU	RU
i çí=CSMR_	SR	SR
i çí=CSMS^	RU	RU
i çí=CSMS_	SS	SS
i çí=CSMI^	RV	RV
i çí=CSMI_	RP	RP
i çí=CSMU^	NMP	NMP



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baíaÉa Éái=áÇí á-ÁáóW

kl qb= ñçäö ÉíÉáÁÉë=Éçääéçí áÇíá=ñéá á ä ñ ÉéçáK

i ~áÇí=áÉá	baíaÉa Éái	i á-Ááó
i çí=CSMU_	TO	TO
i çí=CSM^	VN	VN
i çí=CSM_	US	US
i çí=CSM^	VT	VT
i çí=CSM_	UV	UV
i çí=CSM^	VS	VS
i çí=CSM_	RV	RV
i çí=CSM^	NOO	NOO
i çí=CSM_	TV	TV
i çí=CSM_	UO	UO
i çí=QTM^	NRN	NRN
i çí=QTM_	TO	TO
i çí=QTM^	TQ	TQ
i çí=QTM_	TO	TO
i çí=QTM^	NSP	NSP
i çí=QTM_	RS	RS
i çí=QTM^	VQ	VQ
i çí=QTM_	RU	RU
i çí=QTM^	RU	RU
i çí=QTM_	SR	SR
i çí=QTM^	RU	RU
i çí=QTM_	SS	SS
i çí=QTM^	RV	RV
i çí=QTM_	RM	RM
i çí=QTM^	NMP	NMP
i çí=QTM_	TT	TT
i çí=QTM^	VO	VO
i çí=QTM_	US	US
i çí=QTM^	VT	VT





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baíaÉa Éái=áÇi á-ÁääóW

kl qb= =ççä= ÉíÉaÁÉè=Éçääéçí áÇÇä= mÉä á ä ò ÉéçäK

i ~áÇm-éÉa	baíaÉa Éái	i á-Áääó
i çí=QUNO_	UO	UO
i çí=QUNP_	UO	UO
i çí=QMM^	NRO	NRO
i çí=QMN_	TO	TO
i çí=QMO^	TR	TR
i çí=QMO_	TO	TO
i çí=QMP^	NSQ	NSQ
i çí=QMP_	RS	RS
i çí=QMQ^	VQ	VQ
i çí=QMQ_	RU	RU
i çí=QMR^	RU	RU
i çí=QMR_	SR	SR
i çí=QMS^	RU	RU
i çí=QMS_	SS	SS
i çí=QMT^	SM	SM
i çí=QMT_	RP	RP
i çí=QMU^	NMQ	NMQ
i çí=QMU_	TT	TT
i çí=QMV^	VO	VO
i çí=QMW_	US	US
i çí=QNM^	NMM	NMM
i çí=QNN_	UV	UV
i çí=QNN^	W	W
i çí=QNN_	RV	RV
i çí=QNO^	NCP	NCP
i çí=QNO_	TV	TV
i çí=QNP_	UO	UO
i çí=QNM^	NRO	NRO
i çí=QMN_	TO	TO





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baíaÉa Éái=aÇi á-ÁääóW

kl qb= rçäq= eíñeáAÉe= éçäw=éçí qÇÇä= mēá á ā = éçãk

i ~áÇm-éÁEá	baíaÉa Éái	i á-Áääó
i çí=RMD^	TR	TR
i çí=RMD_	TO	TO
i çí=RMP^	NSQ	NSQ
i çí=RMP_	RS	RS
i çí=RMQ^	VR	VR
i çí=RMQ_	RU	RU
i çí=RMR^	RU	RU
i çí=RMR_	SR	SR
i çí=RMS^	RU	RU
i çí=RMS_	SS	SS
i çí=RMT^	SM	SM
i çí=RMT_	RP	RP
i çí=RMU^	NMQ	NMQ
i çí=RMU_	TU	TU
i çí=RMV^	VP	VP
i çí=RMV_	UT	UT
i çí=RMW^	NMM	NMM
i çí=RMW_	VM	VM
i çí=RMX^	W	W
i çí=RMX_	RV	RV
i çí=RMNO^	NCP	NCP
i çí=RMNO_	UP	UP
i çí=RMP_	UP	UP
i çí=RMN^	NRP	NRP
i çí=RMN_	TO	TO
i çí=RMO^	TR	TR
i çí=RMO_	TO	TO
i çí=RNP^	NSR	NSR
i çí=RNP_	RS	RS





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baíáÉa Éaí=áÇí á-ÁáóW

kl qb= ççáç= ÉíÉaÁÉè= Éçáá=éçí áÇÇá= mÉá á á ò ÉéçáK

i ~áÇm-éÉa	baíáÉa Éaí	i á-Ááó
i çí=RNMQ^	VR	VR
i çí=RNMQ_	RU	RU
i çí=RNMR^	RU	RU
i çí=RNMR_	SR	SR
i çí=RNMS^	RU	RU
i çí=RNMS_	SS	SS
i çí=RNMI^	SM	SM
i çí=RNMI_	RP	RP
i çí=RNMU^	NMR	NMR
i çí=RNMU_	TU	TU
i çí=RNW^	VP	VP
i çí=RNW_	UT	UT
i çí=RNNA^	NMN	NMN
i çí=RNNA_	VM	VM
i çí=RNND^	NMM	NMM
i çí=RNND_	RV	RV
i çí=RNNO^	NOQ	NOQ
i çí=RNNO_	UP	UP
i çí=RNPP_	UP	UP
i çí=ROM^	NRP	NRP
i çí=ROM_	TO	TO
i çí=ROMQ^	TR	TR
i çí=ROMQ_	TP	TP
i çí=ROMP^	NSR	NSR
i çí=ROMP_	RT	RT
i çí=ROMQ^	VS	VS
i çí=ROMQ_	RV	RV
i çí=ROMR^	RU	RU
i çí=ROMR_	SS	SS





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**OWNERS CORPORATION 2
PLAN NO. PS746092G**

ბაიარაჲა ჲაი=აჴჴ ა-ÄääóW

kl qb= =ççäç=0 ÉñÉäAÉè=äÉçääèéçí äÉÇä=ñéä á ä ð ÉéçäK

i ~äÇm-äÉÄ	ბაიარაჲა ჲაი	i ä-Äääó
i çí=ROM^	RU	RU
i çí=ROM_	ST	ST
i çí=ROM^	SM	SM
i çí=ROM_	RQ	RQ
i çí=ROM^	NMR	NMR
i çí=ROM_	TU	TU
i çí=ROM^	VQ	VQ
i çí=ROM_	UT	UT
i çí=ROM^	NMN	NMN
i çí=ROM_	VM	VM
i çí=ROM^	NMM	NMM
i çí=ROM_	RV	RV
i çí=RONO^	NOQ	NOQ
i çí=RONO_	UP	UP
i çí=RONP_	UP	UP
i çí=RPMM^	NRQ	NRQ
i çí=RPMM_	TO	TO
i çí=RPMD^	TR	TR
i çí=RPMD_	TP	TP
i çí=RPMP^	NSS	NSS
i çí=RPMP_	RT	RT
i çí=RPMQ^	VS	VS
i çí=RPMQ_	RV	RV
i çí=RPMR^	RV	RV
i çí=RPMR_	SS	SS
i çí=RPMS^	RV	RV
i çí=RPMS_	ST	ST
i çí=RPMT^	SM	SM
i çí=RPMT_	RQ	RQ





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baíaÉa Éaí=áÇi á-ÁääóW

kl qb=ççãç=ÉÉÉaÁÉé=Éçááééçí áÇÇá=áÉá á á ÉéçáK

i ~áÇm-éAÉá	baíaÉa Éaí	i á-Áääó
i çí=RPMA	NMR	NMR
i çí=RPMJ	TU	TU
i çí=RPWA	VQ	VQ
i çí=RPWJ	UT	UT
i çí=RPNA	NMN	NMN
i çí=RPNJ	VM	VM
i çí=RPNA	NMM	NMM
i çí=RPNJ	RV	RV
i çí=RPNO	NOQ	NOQ
i çí=RPNO	UP	UP
i çí=RPNP	UP	UP
i çí=RQMA	NRR	NRR
i çí=RQMJ	TO	TO
i çí=RQMO	TR	TR
i çí=RQMO	TP	TP
i çí=RQMA	NST	NST
i çí=RQMJ	RT	RT
i çí=RQMO	VS	VS
i çí=RQMQ	RU	RU
i çí=RQMA	RV	RV
i çí=RQMR	SS	SS
i çí=RQMA	RV	RV
i çí=RQMS	ST	ST
i çí=RQMA	SM	SM
i çí=RQMJ	RQ	RQ
i çí=RQMA	NMS	NMS
i çí=RQMJ	TU	TU
i çí=RQMA	VQ	VQ
i çí=RQMJ	UT	UT





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OWNERS CORPORATION 2
PLAN NO. PS746092G

baíaÉa Éái=áÇi á-ÁääóW

kl qb= ñçäö ñÉÉaAÉè=Éçääéçí äÇÇä=ñÉä á ä ñ ÉéçäK

i ñÇm-ÉAÉa	baíaÉa Éái	i á-Áääó
i çí=RCNM^	NMD	NMD
i çí=RCNM_	VM	VM
i çí=RCNN^	NMD	NMD
i çí=RCNN_	RV	RV
i çí=RCNO^	NCR	NCR
i çí=RCNO_	UP	UP
i çí=RCNP_	UP	UP
i çí=RRM^	NRT	NRT
i çí=RRM_	TO	TO
i çí=RRMO^	TR	TR
i çí=RRMO_	TP	TP
i çí=RRMP^	NSV	NSV
i çí=RRMP_	RT	RT
i çí=RRMQ^	VT	VT
i çí=RRMQ_	RV	RV
i çí=RRMR^	RV	RV
i çí=RRMR_	SS	SS
i çí=RRMS^	RV	RV
i çí=RRMS_	ST	ST
i çí=RRMT^	SM	SM
i çí=RRMT_	RQ	RQ
i çí=RRMU^	NMS	NMS
i çí=RRMU_	TU	TU
i çí=RRM^	VR	VR
i çí=RRW_	UT	UT
i çí=RRNM^	NMP	NMP
i çí=RRNM_	VM	VM
i çí=RRNN^	NMD	NMD
i çí=RRNN_	RV	RV





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**OWNERS CORPORATION 2
PLAN NO. PS746092G**

ბაიბაია Éáí=áÇí á-ÁááóW

kl qb= =ççäç=ó ÈñÉáÁÉè=Éçäáè-éçí äÇÇä=ñÉä á ä ð ÉéçäK

i ~äÇñ-éÁÉá	ბაიბაია Éáí	i á-Áááó
i çí=RRNO^	NCR	NCR
i çí=RRNO_	UP	UP
i çí=RRNP_	UP	UP
i çí=RSMN^	NRU	NRU
i çí=RSMN_	TO	TO
i çí=RSMO^	TR	TR
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i çí=RSM^A	NTM	NTM
i çí=RSM^_	RT	RT
i çí=RSMQ^	VT	VT
i çí=RSMQ_	RV	RV
i çí=RSMR^	RV	RV
i çí=RSMR_	SS	SS
i çí=RSMB^	RV	RV
i çí=RSMB_	ST	ST
i çí=RSMI^	SM	SM
i çí=RSMI_	RQ	RQ
i çí=RSMU^	NMT	NMT
i çí=RSMU_	TU	TU
i çí=RSMV^	VR	VR
i çí=RSMV_	UT	UT
i çí=RSMN^	NMQ	NMQ
i çí=RSMN_	VM	VM
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 17/10/2024 10:18:24 AM

**OWNERS CORPORATION 2
PLAN NO. PS746092G**

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i çí=RTM_	RQ	RQ
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i çí=RTNO^	NOS	NOS
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 17/10/2024 10:18:24 AM

OWNERS CORPORATION 2
PLAN NO. PS746092G

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i çí=RUMV^	VS	VS
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i çí=RUMW^	NMQ	NMQ
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 17/10/2024 10:18:24 AM

OWNERS CORPORATION 2
PLAN NO. PS746092G

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i çí-SMN^	NMR	NMR
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i çí-SMN^	NMQ	NMQ
i çí-SMN_	SM	SM
i çí-SMO^	NOT	NOT
i çí-SMO_	UQ	UQ
i çí-SMP_	UQ	UQ
i çí-SMN_	TP	TP
i çí-SMO_	TP	TP
i çí-SMP_	RT	RT
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i çí-SNR_	SS	SS
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i çí-SMT_	RQ	RQ
i çí-SMU_	TV	TV
i çí-SMW_	UU	UU
i çí-SMN_	VN	VN
i çí-SNN_	SM	SM
i çí-SNO_	UQ	UQ
i çí-SNP_	UQ	UQ
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i çí-SQP_	RT	RT
i çí-SOQ_	RV	RV





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 17/10/2024 10:18:24 AM

OWNERS CORPORATION 2
PLAN NO. PS746092G

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i çí-SOMI_	RQ	RQ
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i çí-SOM_	UU	UU
i çí-SOML_	VN	VN
i çí-SOMN_	SM	SM
i çí-SONO_	UQ	UQ
i çí-SONP_	UQ	UQ
i çí-SPMI_	TP	TP
i çí-SPMO_	TQ	TQ
i çí-SPMP_	RT	RT
i çí-SPMQ_	RV	RV
i çí-SPMR_	SS	SS
i çí-SPMS_	ST	ST
i çí-SPMI_	RQ	RQ
i çí-SPMJ_	TV	TV
i çí-SPMW_	UU	UU
i çí-SPNL_	VN	VN
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i çí-SPNP_	UQ	UQ
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ççã FNa ÉAÉa ÁÉáOMI Éí Éáo= çÇó= çççè-íÉ=çÉÉa ÉÇÇ-ÁÉ=áí í áÉè= çççè-íçãK áo-ÉíÉaÁÉç= ¯çÇó= çççè-íÉ=áo m áI fáéíð á Éái-çççã ¯çÇ-ÁÉ-Ç=è= ÉíÉaÁÉç=áí í áÉè= çççè-íçãK

pí-íÉa Éái-báÇK

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1079690

VENDOR

APPLICANT'S NAME & ADDRESS

**HWL EBSWORTH LAWYERS C/- INFOTRACK (MAJOR
ACCOUNTS) C/- LANDATA**

DOCKLANDS

PURCHASER

REFERENCE

This certificate is issued for:

LOT 1303B PLAN PS746092, LOT CM7 PLAN PS746092, LOT CM3 PLAN PS746092, LOT CM8 PLAN PS746092, LOT CM2 PLAN PS746092, LOT CM6 PLAN PS746092, LOT CM5 PLAN PS746092, LOT CM4 PLAN PS746092, LOT CM1 PLAN PS746092, LOT CM9 PLAN PS746092 ALSO KNOWN AS 1303/639 LITTLE LONSDALE STREET MELBOURNE MELBOURNE CITY

The land is covered by the:

MELBOURNE PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a CAPITAL CITY ZONE SCHEDULE 1 - OUTSIDE THE RETAIL CORE
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 12
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10
- and a PARKING OVERLAY - PRECINCT 1
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

A Proposed Amending Planning Scheme C376melb has been placed on public exhibition which shows this property :

- is within a DESIGN AND DEVELOPMENT OVERLAY - C376melb

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/melbourne>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA®

T: (03) 9102 0402

E: landata.enquiries@servictoria.com.au

17 October 2024

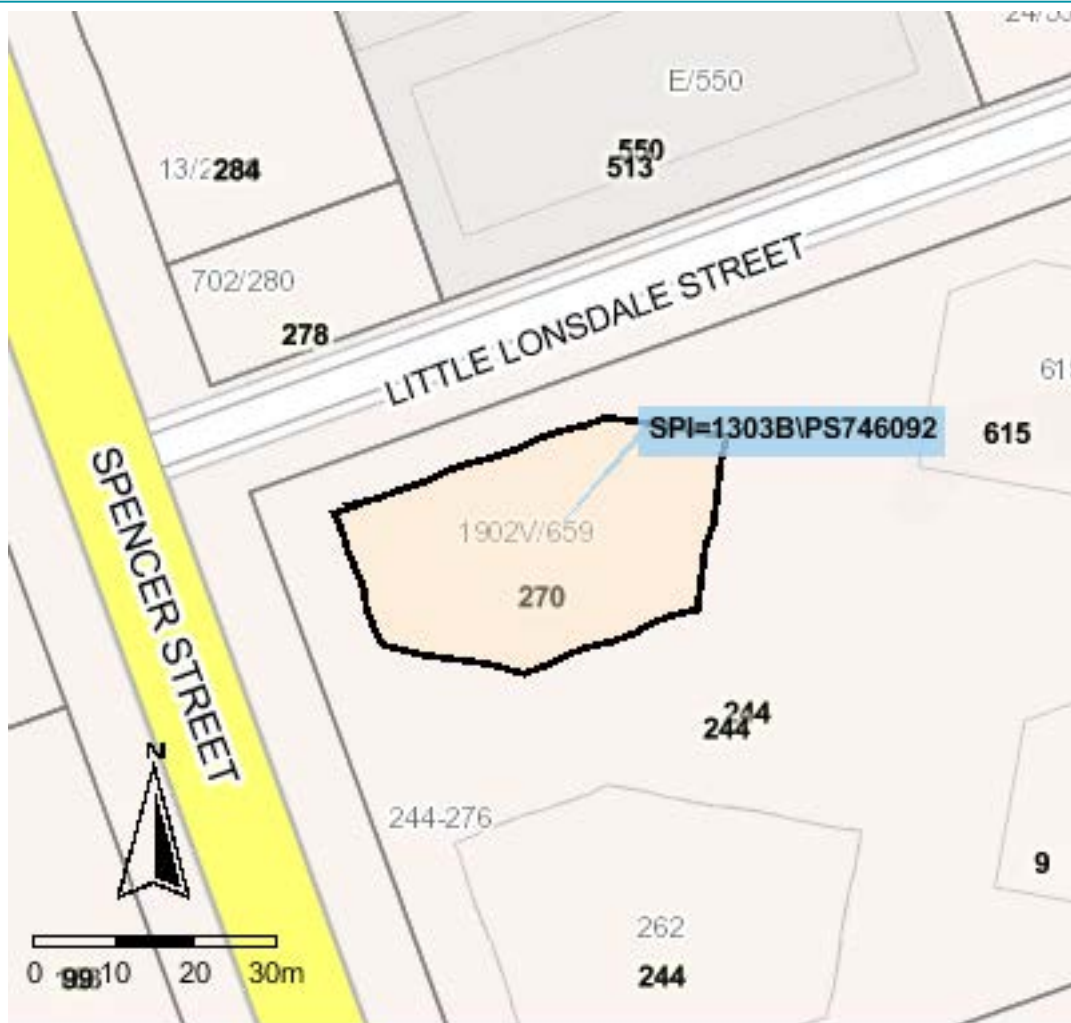
Sonya Kilkenny
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

From www.land.vic.gov.au at 17 October 2024 10:28 AM

PROPERTY DETAILS

Address: **1303/639 LITTLE LONSDALE STREET MELBOURNE 3000**

Lot and Plan Number: **Lot 1303B PS746092**

Standard Parcel Identifier (SPI): **1303B\PS746092**

Local Government Area (Council): **MELBOURNE** www.melbourne.vic.gov.au

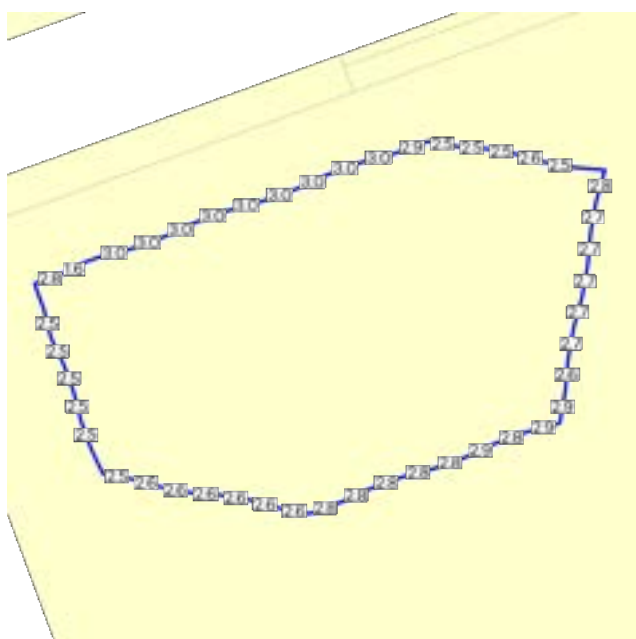
Council Property Number: **711660**

Directory Reference: **Melway 2E K4**

Note: There are 1946 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: 1069 sq. m

Perimeter: 131 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.

5 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.

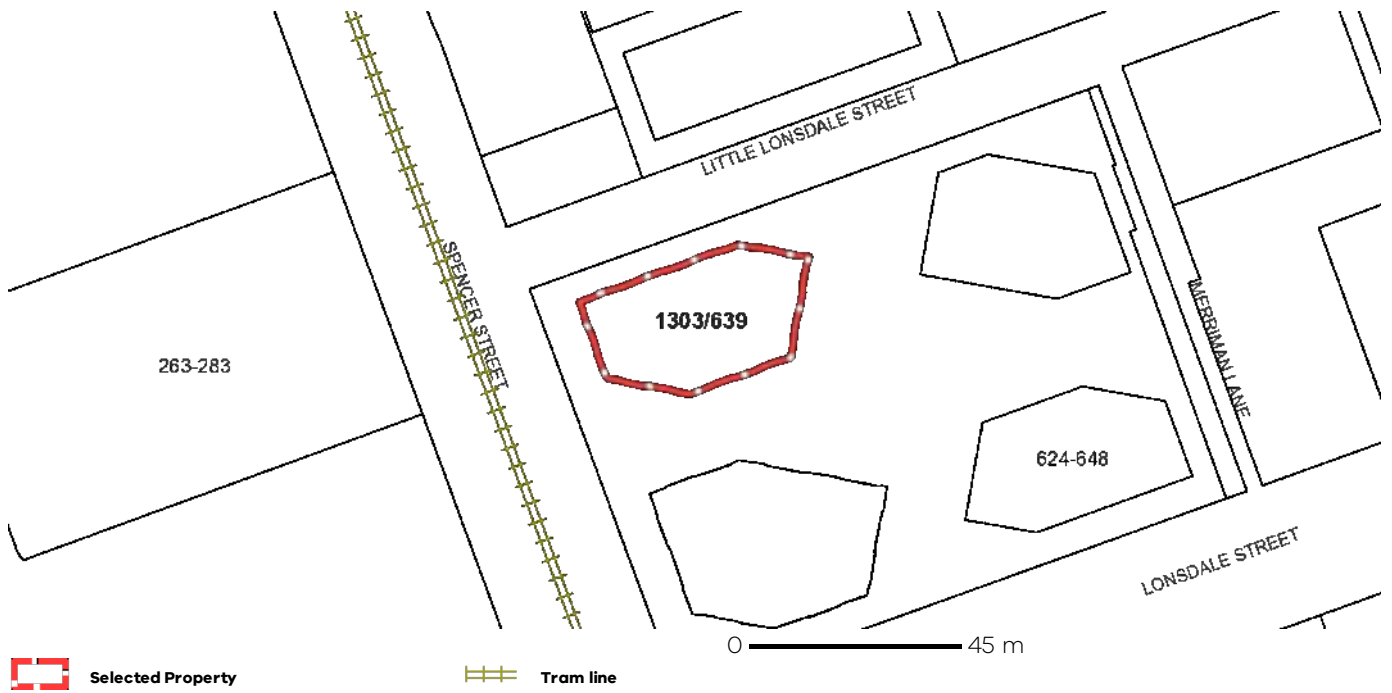
The Planning Property Report for this property can found here - [Planning Property Report](#)

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 17 October 2024 10:28 AM

PROPERTY DETAILS

Address: **1303/639 LITTLE LONSDALE STREET MELBOURNE 3000**
Lot and Plan Number: **Lot 1303B PS746092**
Standard Parcel Identifier (SPI): **1303B\PS746092**
Local Government Area (Council): **MELBOURNE**
Council Property Number: **711660**
Planning Scheme: **Melbourne**
Directory Reference: **Melway 2E K4**

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 \(CCZ1\)](#)



0 45 m

 CCZ - Capital City

 TR2 - Principal Road Network

 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 PROPERTY REPORT: 1303/639 LITTLE LONSDALE STREET MELBOURNE 3000

Page 1 of 4

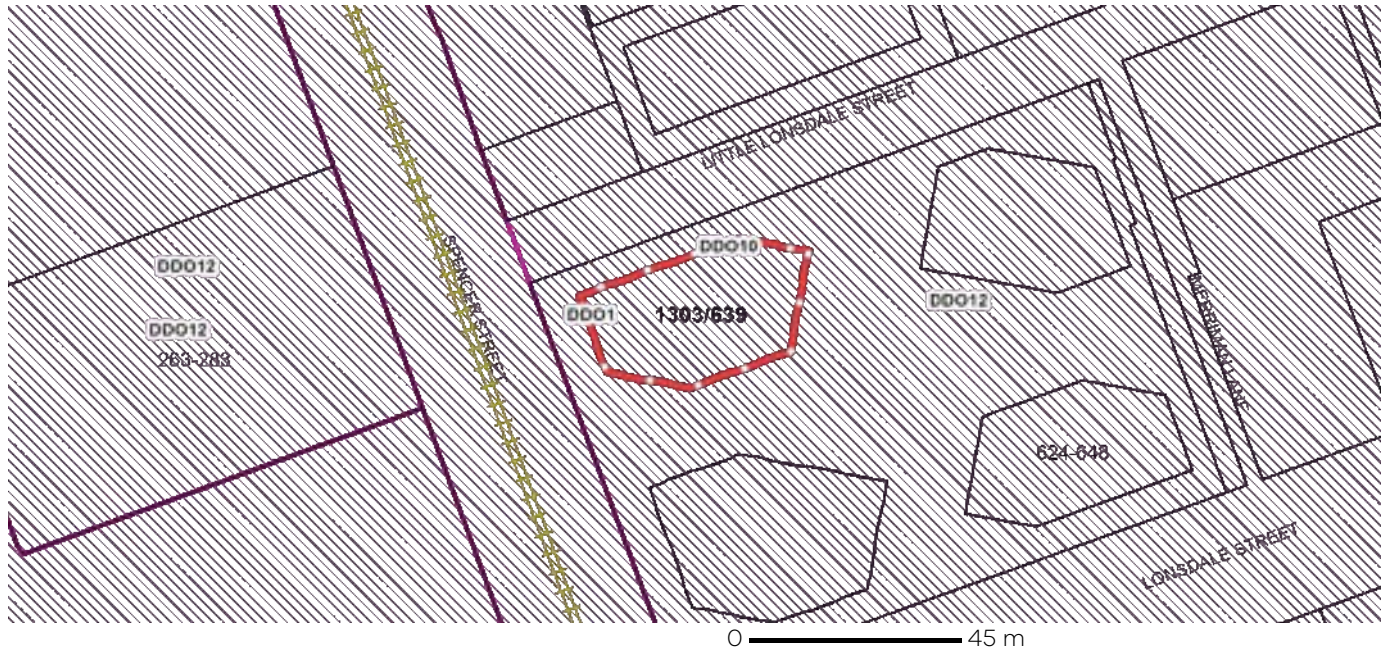
Planning Overlays

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

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

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

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 12 \(DDO12\)](#)



DDO - Design and Development Overlay **Tram line**

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 \(PO1\)](#)



PO - Parking Overlay **Tram line**

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

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Planning Overlays

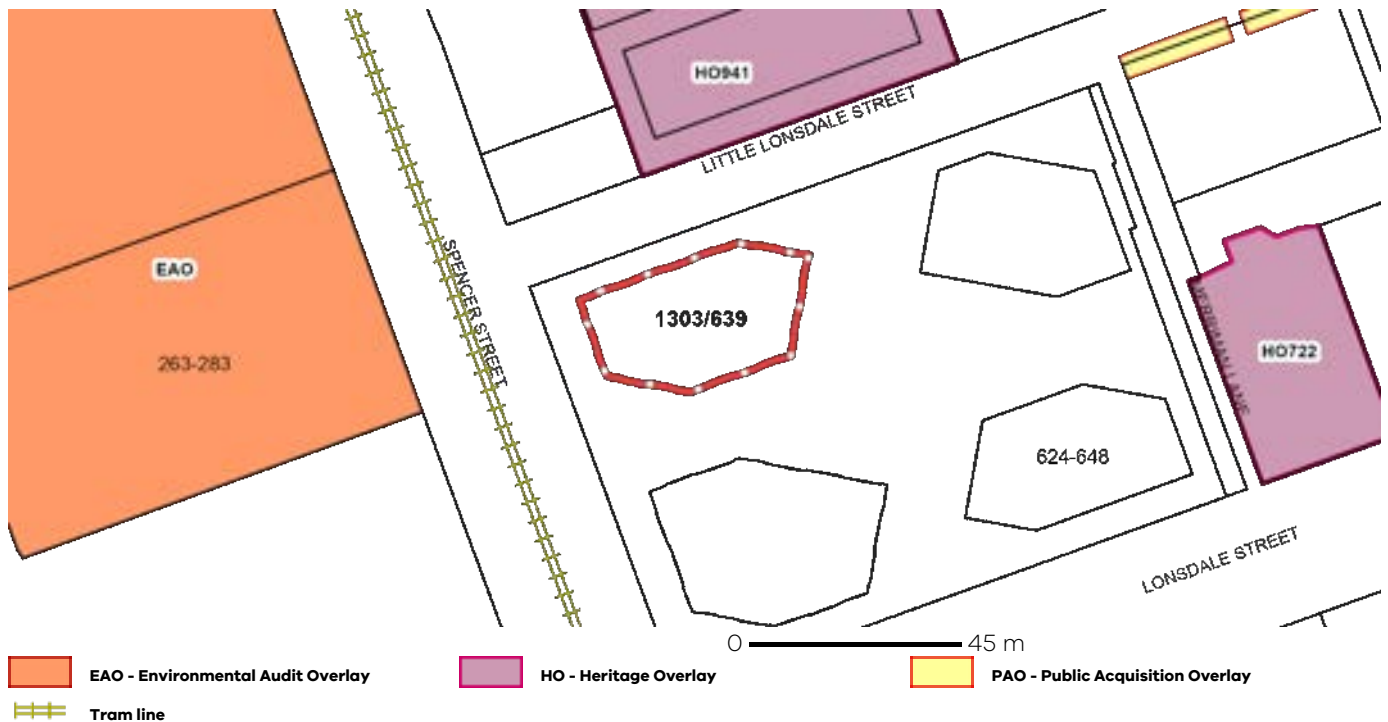
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[ENVIRONMENTAL AUDIT OVERLAY \(EAO\)](#)

[HERITAGE OVERLAY \(HO\)](#)

[PUBLIC ACQUISITION OVERLAY \(PAO\)](#)



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

Further Planning Information

Planning scheme data last updated on 16 October 2024.

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>

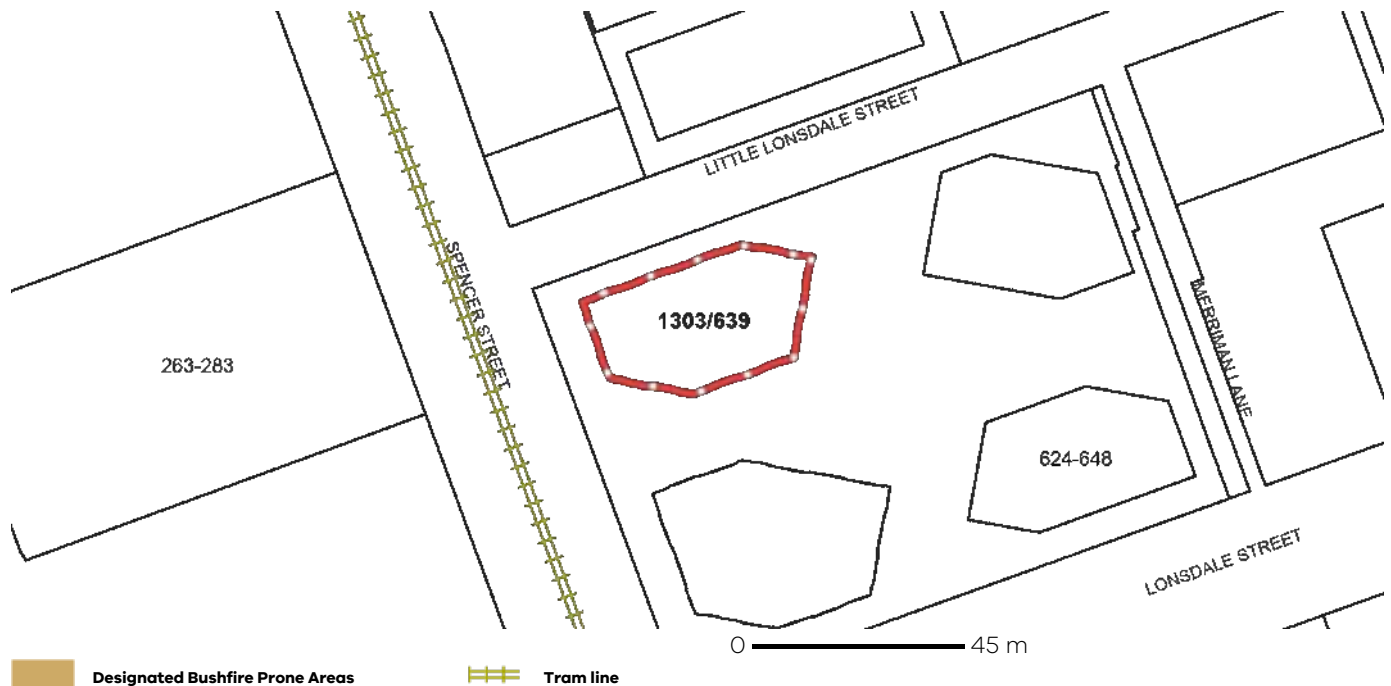
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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)

Extract of EPA Priority Site Register

Page 1 of 2



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: Unit 1303 LEVEL 13 639 LITTLE LONSDALE S

SUBURB: MELBOURNE

MUNICIPALITY: MELBOURNE

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 2E Reference K3
Melways 40th Edition, Street Directory, Map 2E Reference K4
Melways 40th Edition, Street Directory, Map 43 Reference E8

DATE OF SEARCH: 17th October 2024

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

[Extract of Priority Sites Register] # 74602074 - 74602074102521
'657961'



Extract of EPA Priority Site Register

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

The Environment Protection Authority does not warrant the accuracy or completeness of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria
200 Victoria Street
Carlton VIC 3053
1300 EPA VIC (1300 372 842)

CITY OF MELBOURNE
LAND INFORMATION CERTIFICATE
(SECTION 121 LOCAL GOVERNMENT ACT 2020)

CERTIFICATE NO: 222161
DATE OF ISSUE: 24-Jul-2025
YEAR ENDING: 30-Jun-2026

- 1) This certificate provides information regarding Valuations, Rates, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or by-law of the council.
- 2) This certificate is not required to include information regarding Planning, Health, Land Fill, Land Slip, flooding information or service easements. Information regarding these matters may be available from the council or relevant authority. A fee may be charged for such information.

Property situated at: Unit 1303, Level 13, 639 Little Lonsdale Street, MELBOURNE VIC 3000

Legal Description: Lot 1303B PS746092G CT-12235/568

Valuation Date: 01-Jul-2025

Assessment No: 260853 7

Net Annual Value: 19,250 Capital Improved Value: 385,000 Site Value: 40,000

Owner recorded by Council: Ms Mun Yun Lee and Mr Cyrus Robert Brooks

RATES AND CHARGES
for the period 01/07/2025 to 30/06/2026

	Balance Owing
General Rates	\$ 751.85
Emergency Services and Volunteers Fund	\$ 202.61
Waste Services	\$ 140.00
Total Rebates	\$ -22.56
SUB TOTAL	\$ 1,071.90
Town Rate Arrears	\$ 0.00
Interest on overdue amounts	\$ 0.00
Legal Costs	\$ 0.00
Total Payments	\$ 0.00

TOTAL DUE \$ 1,071.90

The total due as shown on this certificate may change prior to settlement

Please note: After settlement, the responsibility for payment of outstanding rates rests with the purchaser. Please advise your client accordingly.

How to Pay

By Mail

To GPO Box 2158
Melbourne Vic 3001

In person

Melbourne Town Hall
Business Hours
Monday to Friday
Cash Payments not
accepted. Card payment
available.

Phone and Internet

Mastercard or Visa only

Tel: Call 1300 130453
Internet: www.melbourne.vic.gov.au/rates



Biller code: 79616
Ref: 102608537

**Landata
DX250639 MELBOURNE**

OTHER INFORMATION

Local Government (General) Regulations

13(1)(d)(v)	Money owed for works under the Local Government Act 1958	Nil
13(1)(d)(vi)	Potential liability for rates under the Cultural and Recreational Lands Act 1963	N/A
13(1)(d)(vii)	Potential liability for land to become rateable under section 173 or 174A of the act	N/A
13(1)(d)(viii)	any money owed in relation to land under section 94(5) of the Electricity Industry act 2000	N/A
13(1)(d)(ix)	Any outstanding amount required to be paid for recreational purposes or any transfer of land to the council for recreational purposes under Section 18 of the Subdivision Act 1988 or LGA 1958.	Nil
13(1)(d)(x)	Money owed under Section 227 of the Local Government Act 1989	Nil
13(1)(d)(xi)	any environmental upgrade charge in relation to the land which is owed under section 270 of the City of Melbourne Act 2001	N/A
13(1)(e)	any notice or order on the land has continuing application under the Act, the Local Government Act 1958 or under a local law of the Council and, if so, the details of the notice or order	N/A



Applicants Reference 77501805-033-9:244728

Authorised Officer _____

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

For inquiries regarding this certificate:

Phone: 9658 9759
Email: rates@melbourne.vic.gov.au

To lodge Notice of Acquisition/Disposition

Mail: GPO Box 2158, Melbourne, VIC 3001
Email: propertydata@melbourne.vic.gov.au



LANDATA COUNTER SERVICES
LEVEL 13 697 COLLINS ST
DOCKLANDS VIC 3008

Information Statement Certificate

Reference number

77501805-042-1

Statement number

6504147222

Date of Issue 22 Jul 2025**Total amount**

\$738.68

Total amount to end of June 2026 and includes any unbilled amount

Please see page 2 for detailed information

Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2026 as well as any relevant orders, notices and encumbrances applicable to the property, described hereunder.

Property address UN 1303/639 LITTLE LONSDALE STREET, MELBOURNE VIC 3000

Property number 6623460000

Lot on Plan 1303B\PS746092

Comments

Payment options

Greater Western Water ABN 70 066 902 467

**BPAY**

Billers code: **8789**

Ref: **94357600007**

Go to **bpay.com.au**

Registered to BPAY
Pvt Ltd
ABN 69 079 137 518

**Australia Post**

Billpay code: **0362**

Ref: **0943 5760 0001**

Pay at any post office,
by phone **13 18 16**, at
postbillpay.com.au, or
via Auspost app



*362 094357600001

Annual Charges

Service charges

	Annual charge FY 2025 - 26	Frequency	Year to date billed amount	Outstanding amount
Residential Water Service Charge	\$224.26	Quarterly	\$0.00	\$0.00
Residential Sewer Service Charge	\$298.00	Quarterly	\$0.00	\$0.00
Parks	\$89.80	Quarterly	\$0.00	\$0.00
Waterways and Drainage	\$125.00	Quarterly	\$0.00	\$0.00
Total annual charges	\$737.06		\$0.00	\$0.00

Other charges and adjustments

Service charges owing for previous financial years	\$1.62
Volumetric charges owing to 28/04/2022	\$0.00
Adjustments	\$0.00
Total charges and adjustment	\$0.00

Outstanding charges

Current balance	\$0.00
Plus remainder service charges to be billed	\$738.68
Total charges	\$738.68

Volumetric Charges

Please note the water meter on this property was last read on 28/04/2022. The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 28/04/2022 to the settlement date. Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows: Usage \$0.00 per day

Volumetric Charges

Please note, this property was recorded as having been occupied by a tenant from 05/11/2024 and this statement does not include any volumetric charges from this date.

Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

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

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

General Information

If a special meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the special meter reading may not be available for at least two business days after the meter is read. An account for charges from the previous meter read date to the special meter read date will be forwarded to the vendor of the property. Please visit Greater Western Water's website prior to settlement for an update on these charges and remit payments to Greater Western Water immediately following settlement - gww.com.au/information-statements. Updates of rates and other charges will only be provided for up to a period of 90 days from the date of issue.

Authorised Officer,



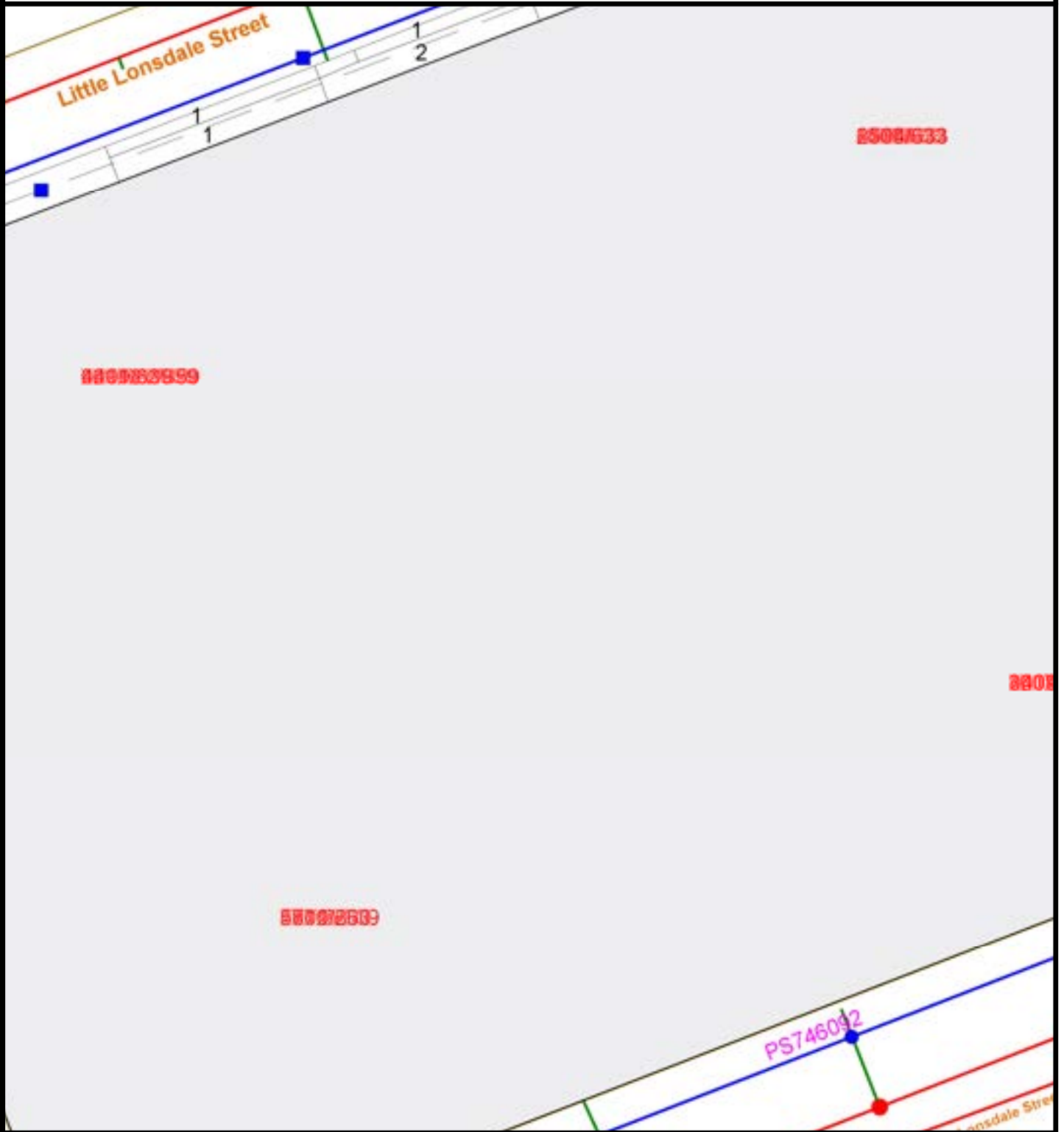
Rohan Charrett

General Manager, Customer Experience

INFORMATION STATEMENT PLOT

Address : UN 1303/639 LITTLE LONSDALE STREET, MELBOURNE VIC 3000

Reference : PID000643266



Scale 1:500
Printed on : 23/07/2025

Water Main DOES NOT traverse property
Sewer Main DOES NOT traverse property



- Water Potable
- Water Recycled
- Sewer Main
- Abandoned Main

- Maintenance Shaft
- Inspection Shaft
- Node / Valve
- Hydrant



Greater Western Water
36 Macedon St.
Sunbury
Locked Bag 350
Sunshine
VIC 3020
Ph: 134 499
www.gww.com.au

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

Property Clearance Certificate

Land Tax



INFOTRACK / HWL EBSWORTH LAWYERS

Your Reference: 1253801

Certificate No: 92374617

Issue Date: 22 JUL 2025

Enquiries: MXH10

Land Address: UNIT 1303, LOWER GROUND FLOOR 13, 639 LITTLE LONSDALE STREET MELBOURNE VIC 3000

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47659012	1303B	746092	12235	568	\$0.00

Vendor: CYRUS BROOKS & MUN LEE

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR CYRUS ROBERT BROOKS	2025	\$44,000	\$0.00	\$0.00

Comments:

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$430,000
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SITE VALUE (SV):	\$44,000
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CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00
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Notes to Certificate - Land Tax

Certificate No: 92374617

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$44,000

Calculated as \$0 plus (\$44,000 - \$0) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,300.00

Taxable Value = \$430,000

Calculated as \$430,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 92374617

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 92374617

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / HWL EBSWORTH LAWYERS

Your Reference: 1253801

Certificate No: 92374617

Issue Date: 22 JUL 2025

Enquires: MXH10

Land Address: UNIT 1303, LOWER GROUND FLOOR 13, 639 LITTLE LONSDALE STREET MELBOURNE VIC 3000

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47659012	1303B	746092	12235	568	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
120	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$430,000

SITE VALUE: \$44,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92374617

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / HWL EBSWORTH LAWYERS

Your Reference: 1253801

Certificate No: 92374617

Issue Date: 22 JUL 2025

Land Address: UNIT 1303, LOWER GROUND FLOOR 13, 639 LITTLE LONSDALE STREET MELBOURNE VIC 3000

Lot	Plan	Volume	Folio
1303B	746092	12235	568

Vendor: CYRUS BROOKS & MUN LEE

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 92374617

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.



Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 92374610</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 92374610</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

HWL Ebsworth Lawyers C/- InfoTrack (Major Accounts)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 657961

NO PROPOSALS. As at the 17th October 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

Unit 1303 LEVEL 13 639 LITTLE LONSDALE S, MELBOURNE 3000
CITY OF MELBOURNE

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 17th October 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 74602074 - 74602074102521 '657961'

Property Information

Building Act 1993, Building Regulations 2018, Regulation 51.



CITY OF MELBOURNE

GPO Box 1603

Melbourne VIC 3001

Telephone (03) 9658 9658

DX210487

ABN 55 370 219 287

18 October 2024

Landata
PO Box 500
EAST MELBOURNE VIC 3002

Unit 1303, Level 13, 639 Little Lonsdale Street, MELBOURNE VIC 3000

Thank you for your building property application received 17 Oct 2024. Please find below the relevant information relating to your property enquiry.

Building Permits issued within the last 10 years

File Number: BP-2014-633

Description of Work: Stage 1 - Demolition Of Buildings Down To The Ground Floor And Removal Of Storage Tanks

Permits/Certificates Issued:

Building Permit - 1076/2014/0118/1	08-Apr-2014
Certificate of Final Inspection - 013-202527-1F	26-Nov-2021

File Number: BP-2014-633/1

Description of Work: Stage 2 - Demolition, bulk excvaton and retention

Permits/Certificates Issued:

Building Permit - 1076/2014/0118/3	13-Apr-2015
Certificate of Final Inspection - 013-202527-1F	26-Nov-2021

File Number: BP-2017-2359

Description of Work: Stage 1 - Residential and hotel towers. Tower 1 and 2 only

Permits/Certificates Issued:

Building Permit - 1076/2017/0283/1	17-Nov-2017
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - 015-204620-5P	17-Dec-2020
Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-7P	24-Feb-2021
Occupancy Permit - 015-204620-8P	20-May-2021
Occupancy Permit - 015-204620-16F	24-Aug-2023
Combined Allotment Statement Reg 64 (Formerly 502) - 1076/2017/0283/1	17-Nov-2017

File Number: BP-2017-2359/1

Description of Work: Stage 2 - Retention and excavation works only. Spencer Street.

Permits/Certificates Issued:

Building Permit - 1076/2017/0283/2	15-Jan-2018
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - 015-204620-5P	17-Dec-2020
Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-7P	24-Feb-2021
Occupancy Permit - 015-204620-8P	20-May-2021
Occupancy Permit - 015-204620-16F	24-Aug-2023

File Number: BP-2017-2359/2

Description of Work: Stage 3 - Structural details: Tower 2, pad footings and column starter bars for 2C3, 2C4, 2C5, 2C6, 2C8, 2C9, 2C10, 2C11, 2C12, C5, C6, C7, C8 and foundation piles.

Permits/Certificates Issued:

Building Permit - 1076/2017/0283/3	19-Feb-2018
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - 015-204620-5P	17-Dec-2020
Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-7P	24-Feb-2021
Occupancy Permit - 015-204620-8P	20-May-2021
Occupancy Permit - 015-204620-16F	24-Aug-2023

File Number: BP-2017-2359/3

Description of Work: Stage 4 - Structural details: footings, pile caps, rafts, pile layout and loads and inground services only.

Permits/Certificates Issued:

Building Permit - 1076/2017/0283/4	07-Mar-2018
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - 015-204620-5P	17-Dec-2020
Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-7P	24-Feb-2021
Occupancy Permit - 015-204620-8P	20-May-2021
Occupancy Permit - 015-204620-16F	24-Aug-2023

File Number: BP-2017-2359/4

Description of Work: Stage 5 - Structure basement 3, zone 1 and 2 and basement 4, slab on ground.

Permits/Certificates Issued:

Building Permit - 1076/2017/0283/5	04-Apr-2018
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - 015-204620-5P	17-Dec-2020
Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-7P	24-Feb-2021
Occupancy Permit - 015-204620-8P	20-May-2021
Occupancy Permit - 015-204620-16F	24-Aug-2023

File Number: BP-2017-2359/5

Description of Work: Stage 6 - Structural details. Tower 1 and 2 non-stability precast, Tower 1 and 2 podium columns B03 to Level 5, Tower 2 core walls, header beams and lateral stability to Level 5, Tower 1 and 2 columns B03 to Level 5.

Permits/Certificates Issued:

Building Permit - 1076/2017/0283/6	13-Apr-2018
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - 015-204620-5P	17-Dec-2020
Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-7P	24-Feb-2021
Occupancy Permit - 015-204620-8P	20-May-2021
Occupancy Permit - 015-204620-16F	24-Aug-2023
Combined Allotment Statement Reg 64 (Formerly 502) - 1076/2017/0283/6	13-Apr-2018

File Number: BP-2017-2359/6

Description of Work: Stage 7 - Residential and Hotel Towers - Tower 1 and 2 only

Permits/Certificates Issued:

Building Permit - 1076/2017/0283/7	17-May-2018
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - 015-204620-5P	17-Dec-2020
Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-7P	24-Feb-2021
Occupancy Permit - 015-204620-8P	20-May-2021
Occupancy Permit - 015-204620-16F	24-Aug-2023

File Number: BP-2017-2359/7

Description of Work: Stage 8 - Structural details. Tower 1 core walls, lateral stability and header beams to Level 5, Tower 1 and 2 column transitions B03 to Level 5, Basement 1 mezzanine zone 1 and 2

Permits/Certificates Issued:

Building Permit - 1076/2017/0283/8	14-Jun-2018
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - OP015-204620-5P	17-Dec-2020
Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-7P	24-Feb-2021
Occupancy Permit - 015-204620-8P	20-May-2021
Occupancy Permit - 015-204620-16F	24-Aug-2023
Combined Allotment Statement Reg 64 (Formerly 502) - 1076/2017/0283/8	14-Jun-2018

File Number: BP-2017-2359/8

Description of Work: Stage 9 - Variation to basement 1 and 2 zone 1 and ground floor zone 2.

Permits/Certificates Issued:

Building Permit - 1076/2017/0283/9	29-Jun-2018
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - 015-204620-5P	17-Dec-2020
Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-7P	24-Feb-2021
Occupancy Permit - 015-204620-8P	20-May-2021
Occupancy Permit - 015-204620-16F	24-Aug-2023

File Number: BP-2017-2359/9

Description of Work: Stage 10 - Structural details. Ground Floor zone 2 (redesign), Level 1 zones 1 and 2, core walls and header beams L5-11, awnings L1-4 (including cast ins), gem facade (cast in plates only), Level 2 zones 1 and 2, Ground Floor zone 1 and central laneway

Permits/Certificates Issued:

Building Permit - 1076/2017/0283/10	26-Jul-2018
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - OP015-204620-5P	17-Dec-2020
Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-8P	20-May-2021
Occupancy Permit - 015-204620-16F	24-Aug-2023
Combined Allotment Statement Reg 64 (Formerly 502) -	26-Jul-2018

1076/2017/0283/10

File Number: BP-2017-2359/10

Description of Work: Stage 11 - Services works only. Conditional

Permits/Certificates Issued:

Building Permit - 1076/2017/0283/11	31-Aug-2018
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - 015-204620-5P	17-Dec-2020
Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-7P	24-Feb-2021
Occupancy Permit - 015-204620-8P	20-May-2021
Occupancy Permit - 015-204620-16F	24-Aug-2023
Combined Allotment Statement Reg 64 (Formerly 502) - 1076/2017/0283/11	31-Aug-2018

File Number: BP-2017-2359/11

Description of Work: Stage 12 - Podium structure Levels 3 to 6, including transfers. Columns 5 to 11

Permits/Certificates Issued:

Building Permit - 1076/2017/0283/12	03-Sep-2018
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - 015-204620-5P	17-Dec-2020
Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-7P	24-Feb-2021
Occupancy Permit - 015-204620-8P	20-May-2021
Occupancy Permit - 015-204620-16F	24-Aug-2023
Combined Allotment Statement Reg 64 (Formerly 502) - 1076/2017/0283/12	03-Sep-2018

File Number: BP-2017-2359/12

Description of Work: Stage 13 - Basement architectural fitout - Basement 4 up to and Including Basement 1 and Basement Mezzanine

Permits/Certificates Issued:

Building Permit - 1076/2017/0283/13	08-Oct-2018
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - 015-204620-5P	17-Dec-2020
Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-7P	24-Feb-2021
Occupancy Permit - 015-204620-8P	20-May-2021
Occupancy Permit - 015-204620-16F	24-Aug-2023

Combined Allotment Statement Reg 64 (Formerly 502) - 08-Oct-2018
1076/2017/0283/13

File Number: BP-2017-2359/13

Description of Work: Stage 14 - Podium structure Levels 7-9, Tower 2 gem facade, awning 5 (porte cochere) and typical masonry and steel work details

Permits/Certificates Issued:

Building Permit - 1076/2017/0283/14	18-Oct-2018
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - 015-204620-5P	17-Dec-2020
Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-7P	24-Feb-2021
Occupancy Permit - 015-204620-8P	20-May-2021
Occupancy Permit - 015-204620-16F	24-Aug-2023
Combined Allotment Statement Reg 64 (Formerly 502) -	18-Oct-2018

File Number: BP-2017-2359/14

Description of Work: Stage 15 - Podium structure Levels 10-11, core Levels 11 to Roof, columns Levels 11 to 41, Level 12 zone 2, seating pod cast ins, column C153 relocation and typical details

Permits/Certificates Issued:

Building Permit - 1076/2017/0283/15	23-Nov-2018
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - 015-204620-5P	17-Dec-2020
Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-7P	24-Feb-2021
Occupancy Permit - 015-204620-8P	20-May-2021
Occupancy Permit - 015-204620-16F	24-Aug-2023
Combined Allotment Statement Reg 64 (Formerly 502) -	15-Jan-2019

File Number: BP-2017-2359/15

Description of Work: Stage 16 - Podium architectural, fit out, pools and spas (Ground Floor up to and including Level 11) excluding hotel FOH (GF, L1, L2)

Permits/Certificates Issued:

Building Permit - 1076/2017/0283/16	18-Dec-2018
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - 015-204620-5P	17-Dec-2020
Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-7P	24-Feb-2021
Occupancy Permit - 015-204620-8P	20-May-2021

Occupancy Permit - 015-204620-16F	24-Aug-2023
Combined Allotment Statement Reg 64 (Formerly 502) - 1076/2017/0283/16	18-Dec-2018

File Number: BP-2017-2359/16

Description of Work: Stage 17 - Tower structure. Tower 1 Levels 12-60, Tower 2 Levels 13-63, awning 6, awning 7, Level 7 skylight, Basement 1 'H' frame

Permits/Certificates Issued:

Building Permit - 1076/2017/0283/17	23-Jan-2019
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - 015-204620-5P	17-Dec-2020
Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-7P	24-Feb-2021
Occupancy Permit - 015-204620-8P	20-May-2021
Occupancy Permit - 015-204620-16F	24-Aug-2023
Combined Allotment Statement Reg 64 (Formerly 502) - 1076/2017/0283/17	23-Jan-2019

File Number: BP-2017-2359/17

Description of Work: Stage 18 - Podium facade A. Level 7-10 planter boxes

Permits/Certificates Issued:

Building Permit - 1076/2017/0283/18	28-Feb-2019
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - 015-204620-5P	17-Dec-2020
Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-7P	24-Feb-2021
Occupancy Permit - 015-204620-8P	20-May-2021
Occupancy Permit - 015-204620-16F	24-Aug-2023
Combined Allotment Statement Reg 64 (Formerly 502) - 1076/2017/0283/18	28-Feb-2019

File Number: BP-2017-2359/18

Description of Work: Stage 19 - Podium architectural hotel fitout and tower architectural residential fitout

Permits/Certificates Issued:

Building Permit - 1076/2017/0283/19	10-May-2019
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - 015-204620-5P	17-Dec-2020
Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-7P	24-Feb-2021

Occupancy Permit - 015-204620-8P	20-May-2021
Occupancy Permit - 015-204620-16F	24-Aug-2023
Combined Allotment Statement Reg 64 (Formerly 502) - 1076/2017/0283/19	10-May-2019

File Number: BP-2017-2359/19

Description of Work: Stage 20 - Tower facade. Tower 2 FT2.1 and Tower 2 L10-12 FT4.2 and podium facade FT12.1

Permits/Certificates Issued:

Building Permit - 1076/2017/0283/20	14-Jun-2019
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - 015-204620-5P	17-Dec-2020
Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-7P	24-Feb-2021
Occupancy Permit - 015-204620-8P	20-May-2021
Occupancy Permit - 015-204620-16F	24-Aug-2023
Combined Allotment Statement Reg 64 (Formerly 502) - 1076/2017/0283/20	14-Jun-2019

File Number: BP-2017-2359/20

Description of Work: Stage 21 - Facade type FT7.0 - perforated facade Levels 1-4

Permits/Certificates Issued:

Building Permit - 1076/2017/0283/21	16-Jul-2019
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - 015-204620-5P	17-Dec-2020
Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-7P	24-Feb-2021
Occupancy Permit - 015-204620-8P	20-May-2021
Occupancy Permit - 015-204620-16F	24-Aug-2023
Combined Allotment Statement Reg 64 (Formerly 502) - 1076/2017/0283/21	16-Jul-2019

File Number: BP-2017-2359/21

Description of Work: Stage 22 - Tower facade - Tower 1 FT1.1 and miscellaneous steelwork including T1/2 columns and axial transitions L41-Roof, internal steelwork L6 To L7 amenities steel stair T1 L63, Mezzanine plant deck and Ritz Hotel ground floor feature stair

Permits/Certificates Issued:

Building Permit - 1076/2017/0283/22	12-Jul-2019
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - 015-204620-5P	17-Dec-2020

Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-7P	24-Feb-2021
Occupancy Permit - 015-204620-8P	20-May-2021
Occupancy Permit - 015-204620-16F	24-Aug-2023
Combined Allotment Statement Reg 64 (Formerly 502) - 1076/2017/0283/22	12-Jul-2019

File Number: BP-2017-2359/22

Description of Work: Stage 23 - Tower facade FT12.3 - T2 sliding door and balcony and Ground Floor retail facade

Permits/Certificates Issued:

Building Permit - 1076/2017/0283/23	12-Jul-2019
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - 015-204620-5P	17-Dec-2020
Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-7P	24-Feb-2021
Occupancy Permit - 015-204620-8P	20-May-2021
Occupancy Permit - 015-204620-16F	24-Aug-2023
Combined Allotment Statement Reg 64 (Formerly 502) - 1076/2017/0283/23	12-Jul-2019

File Number: BP-2017-2359/23

Description of Work: Stage 24 - Tower facade - FT12.2-T1 sliding door and balcony and podium facade type FT4.2 T1

Permits/Certificates Issued:

Building Permit - 1076/5516102532268	25-Jul-2019
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - 015-204620-5P	17-Dec-2020
Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-7P	24-Feb-2021
Occupancy Permit - 015-204620-8P	20-May-2021
Occupancy Permit - 015-204620-2PA	18-Nov-2020
Occupancy Permit - 015-204620-15P	21-Mar-2023
Occupancy Permit - 015-204620-16F	24-Aug-2023
Occupancy Permit - 015-204620-16F	24-Aug-2023
Certificate of Final Inspection - 015-204620-10P	29-Jul-2021
Certificate of Final Inspection - 015-204620-14P	13-Feb-2023
Combined Allotment Statement Reg 64 (Formerly 502) - 5516102532268	25-Jul-2019

File Number: BP-2017-2359/24

Description of Work: Stage 25 - Hotel architectural L61-L80 including all guestrooms, corridors, L64 hotel amenities pool treatment rooms etc (excluding presidential suite and restaurant, lobby); external works including all ground level landscaping, civil, external terraces and landscaping; facade type FT61/2/3 - bluestone curtain wall, T1 & T2 revised lateral stability core recertification; column recertification T1 (L35-51) and T2 (L27-Roof), carparking entry framing.

Permits/Certificates Issued:

Building Permit - 9351574679553	31-Jan-2020
Occupancy Permit - 015-204620-3P	18-Nov-2020
Occupancy Permit - 015-204620-4P	10-Dec-2020
Occupancy Permit - 015-204620-1P	29-May-2020
Occupancy Permit - 015-204620-2P	30-Oct-2020
Occupancy Permit - 015-204620-5P	17-Dec-2020
Occupancy Permit - 015-204620-6P	12-Feb-2021
Occupancy Permit - 015-204620-7P	24-Feb-2021
Occupancy Permit - 015-204620-8P	20-May-2021
Occupancy Permit - 015-204620-2PA	18-Nov-2020
Occupancy Permit - 015-204620-16F	24-Aug-2023
Certificate of Final Inspection - 015-204620-14P	13-Feb-2023

File Number: BP-2017-2359/25

Description of Work: Stage 26 - FT3.1 - Ritz Entry, FT4.5 - T2 L40 Zig Zag, FT7.1 - Perforated Curtain Wall, FT7.4 - Carpark Entry Perforated Facade, FT10.1/10/2/11.3 - Shopfronts, FT12/4/L1/2 - Commercial Tenancy Glazing

Permits/Certificates Issued:

Building Permit - 2187098297770	26-May-2020
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File Number: BP-2017-2359/26

Description of Work: Stage 27 - Facade types - FT1.2 TI (Ritz) curtain wall, FT5.1 GEM, FT7.2 T2 roof, FT7.5 commercial kitchen glazing, FT9.1 shopfronts, seating pod L6 terraces, canopies (AW01-04) ground floor podium balustrades, FT 18.1 arcade soffit / stone soffit.

Tower structure - Remaining areas including Tower 1 level 64 to level 78 slabs (inclusive), Tower 2 level 63 to roof slabs (inclusive) column recert for level 35 to roof (Tower 1), feature stair, level 63 steel mezzanine framing, Tower 2 level 27 to roof column recert, Tower 2 roof.

Permits/Certificates Issued:

Building Permit - 1307680516038	03-Jul-2020
Combined Allotment Statement Reg 64 (Formerly 502) - 1307680516038	03-Jul-2020

File Number: BP-2017-2359/27

Description of Work: Stage 28 - Structural – T1 L79-81 concrete structure, T1 L82-83 precast, L11/12 monorail, T1 L64/66 bulkhead steel. Facade – FT4.3, FT8.1 – louvres; FT11.1/11.2, shade canopies. Architectural – L80 restaurant – base build only, L80 BOH and reception updates

Permits/Certificates Issued:

Building Permit - 7974764671379	18-Jan-2021
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Combined Allotment Statement Reg 64 (Formerly 502) - 18-Jan-2021
7974764671379

File Number: BP-2017-2359/28

Description of Work: Stage 29 - Structural - T1 Level 82 Concrete Structure,
Facade FT4.4

Permits/Certificates Issued:

Building Permit - 5599870328408 31-Mar-2021

File Number: BP-2021-960

Description of Work: Tower 2 (Retail Tenancy 4 & 5) 250 Spencer Street - Hair salon fitout to
retail tenancy

Permits/Certificates Issued:

Building Permit - 9788381187736 21-Jul-2021
Certificate of Final Inspection - 21298 10-Feb-2022

File Number: BP-2017-2359/29

Description of Work: Stage 30 - T1 Roof Steel Structure & Plant Room Louvres,
Presidential Suite Fit Out

Permits/Certificates Issued:

Building Permit - 1250713026492 22-Nov-2021

File Number: BP-2017-2359/30

Description of Work: Stage 31 - Stage 6e - Remaining cost of work not previously captured

Permits/Certificates Issued:

Building Permit - 6133029561937 07-Jul-2022
Occupancy Permit - 015-204620-16F 24-Aug-2023
Combined Allotment Statement Reg 64 (Formerly 502) - 07-Jul-2022
6133029561937

File Number: BP-2017-2359/31

Description of Work: Stage 32 - Stage 6D

Permits/Certificates Issued:

Building Permit - 9807639169963 26-Oct-2022
Occupancy Permit - 015-204620-16F 24-Aug-2023
Certificate of Final Inspection - 015-204620-14P 13-Feb-2023

Outstanding Building Notices or Orders

There are no outstanding Building Notices or Orders on this property.

Should the property be the subject of a current subdivision application, Council's requirements for approval of such may not have been met if the plan has not been registered at Land Victoria.

Please contact us if you have any queries or require any further information.

Building Team – Planning and Building Branch

Telephone (03) 9658 9658

Email building@melbourne.vic.gov.au

Web www.melbourne.vic.gov.au

Your Ref 74602074-034-1

Our Ref 227353

Notes:

1. This Branch is only required to forward information in respect of an application for a Property Enquiry as set out in Regulation 51 of the *Building Regulations 2018*.
2. **Swimming pool and spa safety barriers**
Properties with swimming pools and/or spas must have suitable barriers to prevent young children from drowning.
3. **Self contained smoke alarms**
Certain residential buildings must have smoke alarms to protect the occupants in the event of a fire.
For further information please contact Council's Building Control team on 9658 9658.

Please note that Council will be able to expedite any future requests if a legible copy of the relevant Certificate of Title is included. The subject property should be clearly identified on the Certificate.

Property Information

Building Act 1993, Building Regulations 2018, Regulation 51.

21 October 2024

Landata
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EAST MELBOURNE VIC 3002



CITY OF MELBOURNE

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Telephone (03) 9658 9658

DX210487

ABN 55 370 219 287

Dear Sir/Madam

Unit 1303, Level 13, 639 Little Lonsdale Street, MELBOURNE VIC 3000

Thank you for your building property application received 17-Oct-2024, I wish to advise that the above mentioned property is in an area which:

- Regulation 155, there are currently no designated bushfire prone areas within the City of Melbourne.
- Is not an area determined under Regulation 152 to be likely to be subject to significant snow falls.
- Is not designated under Regulation 150 as an area in which buildings are likely to be subject to infestation by termites.
- According to the information available in this office, the above property is not in an area liable to flooding, as determined under Regulation 153 of the *Building Regulations 2018*.
- According to the information available in this office, the above property is not designated land or designated works, as determined under Regulation 154 of the *Building Regulations 2018*.

As of 19 July 2021, Council has adopted new inundation overlays, resulting new flood levels. The relevant Floodplain Management Authorities are the City of Melbourne and Melbourne Water.

If your property has been designated as liable to flooding pursuant to Regulation 153, or designated land / designated works pursuant to Regulation 154, the Report and Consent of Council will need to be obtained before a building permit can be issued.

For further information about specific flood levels, please contact the Floodplain Management Authority listed above.

Please note, Melbourne Water have notified this office that there have been a number of changes to the flood levels around the City of Melbourne, which has instigated the preparation of new flood level plans and minimum floor levels.

Please contact Melbourne Water, Land Development Planning, PO Box 4342, Melbourne VIC 3001 or 131 722 for flood levels and minimum floor levels or contact us directly if you have any queries or require further information regarding this.

Building Team – Planning and Building Branch

Telephone (03) 9658 9658

Email building@melbourne.vic.gov.au

Web www.melbourne.vic.gov.au

Your Ref 74602074-035-8

Our Ref 227355

Notes:

1. This Branch is only required to forward information in respect of an application for a Property Enquiry as set out in Regulation 51 of the *Building Regulations 2018*.
2. **Swimming pool and spa safety barriers**
Properties with swimming pools and/or spas must have suitable barriers to prevent young children from drowning.
For further information please contact Council's Building Control team on (03) 9658 9658.
3. **Self contained smoke alarms**
Certain residential buildings must have smoke alarms to protect the occupants in the event of a fire.
For further information please contact Council's Building Control team on (03) 9658 9658

Please note that Council will be able to expedite any future requests if a legible copy of the relevant Certificate of Title is included. The subject property should be clearly identified on the Certificate.



CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

**HWL Ebsworth Lawyers C/- InfoTrack (Major Accounts)
135 King Street
SYDNEY 2000**

CERTIFICATE NO:
74602074

PROPERTY ADDRESS:
**Unit 1303 LEVEL 13 639 LITTLE LONSDALE S
MELBOURNE**

PARCEL DESCRIPTION:
Lot 1303B PS746092G

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. An application for exclusion from the Victorian Heritage Register has not been made.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.



CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

A handwritten signature in black ink, appearing to read "Adam King".

Executive Director

DATED: 17/10/2024

Note: This Certificate is valid at the date of issue.

OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and r.16 Owners Corporations Regulations 2018

Owners Corporation No: 746092G – Owners Corporation 1
Address: 250 Spencer Street, Melbourne, 3000

This certificate is issued for **Lot 1303B** on Plan of Subdivision No 746092G – Owners Corporation 1
The postal address is **Lot 1303B / 639 Little Lonsdale Street, Melbourne, 3000**

Application for the certificate is: **InfoTrack on behalf of HWL Ebsworth Lawyers**

Ref: **1253801**

Address for delivery of certificate: **ownerscorp@infotrack.com.au**

The information in this certificate is issued on **31 July 2025**. You should obtain a new certificate for current information prior to settlement.

1. The current fees for the lot are **\$471.12** payable on a quarterly basis.

Administration Fund	\$446.57
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Maintenance Fund	\$24.55
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Please note that the most recent Financial year end for PS **746092G1** was 31 August 2024, and an Annual General Meeting was held as at 16 July 2025 whereby the fees of the Owners Corporation were reviewed and approved on an interim basis, which could result in a change in the Owners Corporation Fees, which will be backdated to the commencement of the financial year, that being 1 September 2024, therefore funds may need to be held in trust. The meeting minutes are currently being finalised and will be provided in due course.

2. The date up to which the fees for the lot have been paid is **31 August 2025**.
3. The total of any unpaid fees for the lot is: **\$0.00 (Please see attached Owner Ledger as at 31.07.2025)**.
4. The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **Nil**.
5. 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 (1) to (4) above? If so, then provide details: **None scheduled at this date**.
6. The Owners Corporation has the following insurance cover: **Please refer to the attached**.
7. Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, then provide the date of that resolution: **No**.
8. The total funds held by the Owners Corporation are: **Please find attached Balance Sheet**
9. 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 (1) to (5) above? If so, then provide details: **Nil**.
10. Are there any current contracts, leases, licences, or agreements affecting the common property?
If so, then provide details: **Yes**.
 - **A Contract of Appointment has been entered into with Care Property Pty Ltd for the provision of Owners Corporation Management services.**
 - **The Owners Corporation has entered into Agreements with Focused Facilities Management for the provision of Facilities Management services.**
 - **The Owners Corporation has entered into an Agreement with A & S Better Facility Services Pty Ltd for the provision of common area cleaning services.**
 - **A Common Property Licence (Ritz-Carlton) has been entered into with May21 Pty Ltd.**
 - **A Common Property Rooftop Licence has been entered into with May21 Pty Ltd.**
 - **A Common Property Signage Licence has been entered into with May21 Pty Ltd.**

- A Builders Access Licence has been entered into with ProBuild Constructions (Aust) Pty Ltd and May21 Pty Ltd.
- A Common Property Licence (Retail-Usage-Towers A &B) has been entered into with May21 Pty Ltd.
- A Builders Access Licence has been entered into with Multiplex Constructions Pty Ltd and FEC May22 Pty Ltd.
- A Common Property Licence (Festival/Promotional Licence) has been entered into with May21 Pty Ltd.
- A Common Property Licence (Retail) has been entered into with May21 Pty Ltd.
- A Common Property Licence (Retail) has been entered into with FEC May22 Pty Ltd.
- A Common Property Lease (Generator Room) has been entered into with FEC May22 Pty Ltd.

11. Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details: **Yes.**

- The Owners Corporation has entered into an Agreement with Active Utilities for the provision of Embedded Network Management Services, Water Network Management Services, Electric Vehicle Charging Management Services and HVAC Network Management Services.
- The Owners Corporation has entered into Agreements with OPENetworks Pty Ltd for Managed Access Port Services and Television Support services.
- The Owners Corporation has entered into an Agreement with Optus Mobile Pty Limited for telecommunications services.

12. 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: **Yes.**

City of Melbourne Building Order – Minor Work: 1711830 made under section 113 of the Building Act 1993 to Owners Corporation 1-9 Plan No PS 746092G The work under the order are considered as other work required to bring the building into compliance with the Building Regulations 2018 and other work under Park 15 of the Building Regulations 2018, which ensures that the ESMs that are subject of a maintenance schedule in relation to that building –

(a) Performs at the level to fulfil its purpose specified in the essential safety measures maintenance schedule; and

(b) Is inspected, tested and maintained in accordance with the requirements specified in the essential safety measures maintenance schedule.

Pursuant to Section 228D of the Building Act 1993 the Municipal Building Surveyor will inspect the property, to establish whether any changes occurred in the circumstances and before issuing of building order. This inspection will take place on 14 July 2025.

13. 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: **Yes.**

The developer (May 21 Pty Ltd and FEC May 22 Pty Ltd) has commenced VCAT proceedings seeking authority to amend Plan of Subdivision PS746092G ('the Plan') so that a small part of the west side of Towers C and D between Level 1 and 10 is converted to Common Property 1 and Common Property 8 as well as some 'orphan' lots are to be removed from being members of OC 5 and OC 8 due to the subject lots being part of some commercial lots that are not meant to have access to Common Property 5 and Common Property 8. OC 1, OC 5 and OC 8 have been named as Respondents to the VCAT Proceeding, however have not taken a position in the VCAT proceeding as no lot owner is expressly against amendment to the Plan. As a part of the VCAT Proceeding, it is possible that an administrator may be appointed by VCAT for the limited purpose of lodging the amending plans for registration with Land Use Victoria.

14. Has the Owners Corporation appointed, or resolved to appoint, a Manager? If so, then provide details:

**The Manager is: Care Property Pty Ltd trading as
Australian Property Management("APM")
PO Box 13123
Law Courts Vic 8010
Telephone: 03 9034 4200
Email: admin@auspm.com**

15. Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator? **Yes.**

The Victorian Civil and Administrative Tribunal ('VCAT') has ordered the appointment of an administrator for the limited purpose of amending Plan of Subdivision PS746092G in accordance with the Conversion Plan and the Removal Plan. Attached to this certificate is a copy of the Orders made by VCAT, which include as a part of them the Conversion Plan and the Removal Plan. All costs of the administrator are being paid by FEC May22 Pty Ltd and May21 Pty Ltd.

16. A copy of the Annual General Meeting Minutes can be obtained from the office of the Agent.

NOTE: More information on prescribed matters may be obtained from an inspection of the Owners Corporation Register by making written application to the Agent at the address listed below.

Date: 31 July 2025

This Owners Corporation certificate was prepared by:



**Tim Koru on behalf of Brit Heatley
Owners Corporation Manager
Australian Property Management**



VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL

CIVIL DIVISION

OWNERS CORPORATIONS LIST

VCAT REFERENCE NO. OC1624/2023

CATCHWORDS

SUBDIVISION ACT 1988 and OWNERS CORPORATIONS ACT 2006 – plan of subdivision affected by multiple owners corporations in incomplete land subdivision

Section 173 Owners Corporations Act – appointment of an administrator to owners corporations for the special purpose of amending a plan of subdivision to complete the plan of subdivision of land under the *Subdivision Act* 34D(1)(a).

Alternative orders by application under *Subdivision Act*, s 34D(1)(b) unnecessary – discretionary considerations under s 34D(6) relevant to appointment of administrator for a special purpose to lodge the amending plans of subdivision – consideration of principles of statutory construction to apparent anomaly in legislative text where mistake in legislative drafting apparent from secondary legislative materials.

Section 34D(1)(c) *Subdivision Act* – consenting orders made against ‘listed persons’ in s 22(1A) in application under *Subdivision Act*, s 34D(1)(c) for orders under s 34D(6) – discretionary considerations under s 34D(6) discussed and considered – scope of orders consenting for listed persons – Tribunal’s consent given in respect of all listed persons whose consent has not been given before lodging of the plan for registration within the meaning of s 34D(1A)(d).

FIRST APPLICANT: May21 Pty Ltd (ACN:163 938 074)

SECOND APPLICANT: FEC May22 Pty Ltd (ACN: 632 983 950)

FIRST RESPONDENT: Owners Corporation No. 1 PS746092G

SECOND RESPONDENT: Owners Corporation No. 5 PS746092G

THIRD RESPONDENT: Owners Corporation No. 8 PS746092G

WHERE HELD: Videoconference and in person

BEFORE: Deputy President R Wilson

HEARING TYPE: Hearing

DATE OF HEARING: 19 and 20 September 2024 (videoconference)
25 September 2024 (in person)

DATE OF PUBLISHED ORDER: 25 September 2024

DATE OF REASONS: 25 September 2024 (delivered orally at hearing)
22 January 2025 (written reasons)

CITATION: May21 Pty Ltd v Owners Corporation No. 1 PS746092G (Owners Corporations) [2025] VCAT 70



OTHER MATTERS:

- A. This Order is in respect of Plan of Subdivision PS746092G.
- B. The '**Conversion Plan**' referred to in this Order is the section 32 plan to alter Plan of Subdivision PS746092G and the schedules of lot entitlement and liability that is exhibited to the affidavit of Craig Williams sworn 19 December 2023 and exhibited in exhibit CGW- 1 at pages 2051 to 2079, also attached at annexure A to this order.
- C. The '**Removal Plan**' referred to in this Order is the section 32 plan to alter Plan of Subdivision PS746092G and the schedules of lot entitlement and liability that is exhibited to the affidavit of Craig Williams sworn 19 December 2023 and exhibited in exhibit CGW- 1 at page 2080, also attached at annexure B to this order.
- D. The appointment of an administrator pursuant to this Order does not limit the functions and powers of the owners corporations of Plan of Subdivision PS746092G, the subject of this Order, unless specifically ordered below.
- E. The Tribunal records that an updated consent to act as administrator dated 23 September 2024 has been supplied to the Tribunal confirming the consent of Danielle Napoli to accept the appointment to act as administrator of Owners Corporation No. 1 PS746092G, Owners Corporation No. 5 PS746092G and Owners Corporation No. 8 PS746092G for the limited purpose set out in this Order.

UNDERTAKING

- F. The applicants undertake to indemnify all owners corporations the subject of Plan of Subdivision PS746092G for any loss, cost or expense incurred in connection with or arising from the appointment of an administrator pursuant to this Order.

ORDER

ON THE BASIS OF THE APPLICANTS' UNDERTAKING TO THE TRIBUNAL AND ON THE CONDITIONS OF THIS ORDER, THE TRIBUNAL ORDERS AND DIRECTS THAT:

- 1. Pursuant to s 174 *Owners Corporations Act 2006* (Vic), the Tribunal appoints Danielle Napoli of Procorp Australia Pty Ltd as administrator of Owners Corporation No 1 PS746092G, Owners Corporation No 5 PS746092G and Owners Corporation No 8 PS746092G on the following conditions of this Order.

- (a) Pursuant to s 174 *Owners Corporations Act 2006*, the appointment of the administrator under this Order is for the limited and sole purpose of the registration



of the Conversion Plan and the Removal Plan for the alteration of Plan of Subdivision PS746092G.

- (b) Pursuant to s 34D(1)(a) *Subdivision Act 1988* (Vic) and s 176(b) *Owners Corporations Act 2006*, the administrator is authorised to alter Plan of Subdivision PS746092G by applying to register the Conversion Plan and the Removal Plan on behalf of Owners Corporation No 1 PS746092G, Owners Corporation No 5 PS746092G and Owners Corporation No 8 PS746092G.
 - (c) The administration ends on the later of 7 days after the registration of the Conversion Plan and the Removal Plan, or 25 January 2025, or otherwise on further order.
 - (d) The remuneration and expenses of the administrator shall be calculated in accordance with the letter from Ms Napoli dated 30 July 2024 as confirmed by the letter dated 23 September 2024 referred to in paragraph E and shall be payable by the applicants.
2. Pursuant to s 34D(1)(c) of the *Subdivision Act 1988*, the Tribunal consents on behalf of those persons set out in s 22(1A) *Subdivision Act 1988*, including any:
- (a) registered mortgagee, registered lessee or registered sublessee;
 - (b) any registered annuitant;
 - (c) any caveator claiming an interest in the freehold estate, whose caveat is recorded on the Register; and
 - (d) any person whose mortgage, annuity, caveat, lease or sub-lease was lodged before the lodging of the Conversion Plan and the Removal Plan.
3. Liberty to apply in respect of:
- (a) the form of any further order required by the Registrar for registration of the Conversion Plan and Removal Plan; and
 - (b) the duration of and terms of the administrator's appointment.

R Wilson
Deputy President



APPEARANCES:

For the Applicants: Mr A Downie, Counsel instructed by Lauren Mosbey,
solicitor of Pelham Strata Lawyers

For the Respondents: No appearance

Amici curiae: Ms Emily Porter SC and Mr J Maxwell of Counsel, appointed
by the Tribunal pursuant to Orders dated 17 January 2024
(**Request Order**) and 31 January 2024 (**Appointment
Order**)



REASONS

SUMMARY OF DECISION

Administrator for special purpose

1. On the applicant developers' application under s 173 of the *Owners Corporations Act 2006* (Vic) ('*Owners Corporations Act*') in respect of Plan of Subdivision PS746092G (**Plan of Subdivision** or **Plan**) for an order under s 174 for the appointment of an administrator to:

- Owners Corporation No 1 PS746092G (**OC1**);
- Owners Corporation No 5 PS746092G (**OC5**); and
- Owners Corporation No 8 PS746092G (**OC8**),

I am satisfied in the circumstances of this case involving a large, yet to be completed, land subdivisional building development in the Melbourne CBD, of some 4190 lots,¹ that it is appropriate to make an order appointing an administrator to each owners corporation for the limited purpose of registration of the **Conversion Plan** and the **Removal Plan** for the alteration of Plan of Subdivision on specific conditions.²

2. Being a development cost that should *not* be borne by the owners corporations or any lot owner other than the developers, the order of appointment of the limited purpose administrator to OC1, OC5 and OC8 is made:

- a. on the basis of the undertaking to the Tribunal from the applicant developers that they indemnify all owners corporations the subject of Plan of Subdivision PS746092G for any loss, cost or expense incurred in connection with or arising from the appointment of an administrator to OC1, OC5 and OC8 pursuant to this Order; and
- b. on the condition that the applicants shall be solely responsible for all remuneration, fees and expenses of the administrator.

Consent on behalf of interested persons

3. On the applicants' application made pursuant to s 34D(1)(c) of the *Subdivision Act 1988* (Vic) ('*Subdivision Act*'), in respect of the Plan of Subdivision, I am satisfied in the circumstances of this large, yet to be completed, land subdivisional building development also involving, currently, over 2362 'encumbrances' of various types held by over 70 separate registered mortgagees or lessees or caveators claiming an interest in the freehold estate whose caveat is recorded in the Register, that it is appropriate to make an order, under s 34D(6) of the of the *Subdivision Act*, 'consenting' to registration of the Conversion Plan and the Removal Plan to alter the of plan of subdivision, on behalf of all persons whose consent is required to the registration of these plans as set under s 22 of

¹ 2902 prime lots and 1288 accessory lots, details of which are discussed below.

² Under s 130 of the *Victorian Civil and Administrative Tribunal Act 1998* (Vic) ('VCAT Act'), s 130.



the *Subdivision Act* – namely ‘listed persons’ described in s 22(1A) – any registered mortgagee, registered lessee or registered sublessee; any registered annuitant; any caveator claiming an interest in the freehold estate whose caveat is recorded on the Register; and any person whose registered mortgage, annuity, lease or sub-lease or caveat is lodged before the lodging of the Conversion Plan and the Removal Plan (herein, ‘interested person’³).

4. I am satisfied that the Tribunal has the power to make this order prospectively against interested persons, who may exist already or who may exist in the future, who may now or in the future have an ‘encumbrance’ yet to be registered or recorded on title (such as a mortgage, lease or sublease, interest as annuitant or caveatable claim to an interest in the freehold estate), as expressly contemplated by the class of listed persons the subject of s 22(1)(d). I am also satisfied that it is appropriate to make the order against that class of interested persons.

Application under s 34D(1)(b)

5. It is unnecessary for me to determine the applicants’ alternative application made under s 34D(1)(b) of the *Subdivision Act* for an order consenting on behalf of a member or group of members of an owners corporation to the doing of any of the things set out in s 32 or s 33 of the *Subdivision Act*.
6. However, the types of considerations that would be applicable to the Tribunal making such a ‘lot owner consent order’ under s 34D(6) on an application under s 34(1)(b) would, in this case, be cognate with the basis upon which I have appointed an administrator for a special purpose. As I shall explain, the considerations for the appointment of an administrator under s 173 of the *Owners Corporations Act* are not defined by that statute. An appointment must be justified according to legal principle and is always factually specific to the circumstances of each case. In this case, the preferable order to deal comprehensively with the exigencies that have beset this incomplete and substantial land subdivision created by buildings, is the appointment of a special purpose administrator to enable the subdivision of land into three dimensional space to be completed pursuant to the *Subdivision Act*.

Appointment of specific purposes administrator preferable in such a large case of changing ownership

7. One of the reasons for utilising the Tribunal’s power to appoint of a specific purpose administrator to the owners corporations in this application to alter the plan of subdivision under the *Subdivision Act*, is that there are over 4000 lots in this very large incomplete subdivisional development. It is an attribute of private land ownership that the ownership of ‘lots’ in the land subdivision has the potential to change over time, and at any time. The history of this application

³ The applicants’ written submissions refer to the persons listed in s 22(1A) as ‘interested persons’ and it is convenient to use that nomenclature as it designates that they have a claim to a proprietary interest in the lot in respect to which their interest is registered or caveat lodged, and includes those who may, prior to lodgement of the **Conversion Plan** and **Removal Plan** have such a claim.



demonstrates that lot ownership is, factually, changing all the time, as created lots owned by lot owners (including the developers) are bought and sold while the building project and the subdivision of land is being completed.

8. In this case it can also be expected that lot ownership in the land subdivision will continue to change right up to the point in time of registration of the Conversion Plan and the Removal Plan for the alteration of Plan of Subdivision PS746092G (the **proposed alteration to the Plan of Subdivision**).
9. In this case, it is therefore appropriate (if not practically necessary) to temporarily remove from the current and future lot owners in the land affected by OC1, OC5 and OC8 their statutory power under the *Owners Corporations Act* to vote⁴ on the proposed alteration to the Plan of Subdivision and – by order of the Tribunal under s 174 of the *Owners Corporations Act* – to reposit the owners corporations’ statutory power to apply to the Registrar to alter the plan of subdivision in a single person, a special purpose administrator, appointed by the Tribunal for the singular purpose of lodging the Conversion Plan and Removal Plan for registration so as to bring about completion of the land subdivision under the *Subdivision Act*.
10. The effect of the order appointing the special purpose administrator is that during their appointment they will, on the conditions of the Tribunal’s order, exercise all the powers of the affected owners corporations OC1, OC5 and OC8 to lodge the Conversion Plan and the Removal Plan with the Registrar of Titles and in connection with securing its registration.
11. The Tribunal’s order of appointment is made on the foundation that the Tribunal is satisfied on the evidence it is appropriate to make the proposed alteration to the Plan of Subdivision.

CONTEXTUAL BACKGROUND

12. The *amici curiae*, Ms E Porter SC and Mr J Maxwell of Counsel carefully summarised the complex background to this application in para [1] to [9] and [16] to [18] of their submissions dated 16 September 2024. Their summary was accepted as accurate by the applicants’ Counsel, Mr A Downie. I accept and adopt it as follows: (my emphasis)

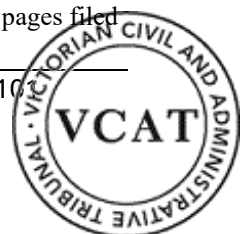
[1] The applicants are the developers of a staged development called “**West Side Place**”.⁵ The development comprises four multi-purpose towers. Towers A and B

⁴ Thus, removing their statutory right as a member of the owners corporation to give consent, refuse to consent or simply not consent to the proposed alteration to the Plan of Subdivision.

⁵ The development is contained within Plan of Subdivision PS746092G (the **Plan**). The planning permit for the development is Permit No. 2011013730A-7 (the **Permit**). See Exhibit CGW-1, Part 1, pp 11-26.

Page references for exhibits are to the printed numbers in the top and bottom right-hand corners of the page, rather than the page numbers of the PDF document, unless otherwise noted.

In these reasons, I have identified particular page numbers in the electronic Tribunal Book of 5895 pages filed for the hearing as ‘ETB#’.



are on the western side of the development, while Towers C and D are on the eastern side.

- [2] The development began as two lots: Lot S2 and Lot S3.⁶ Towers A and B were constructed first on Lot S2, which was then subdivided.⁷ The subdivision created Owners Corporation No. 1 PS746096G (OC1), an unlimited owners corporation affecting all of the lots in Lot S2; and Common Property No. 1 (CP1), which included the land and the airspace between Towers A and B, on the one hand, and Lot S3, on the other.⁸
- [3] Towers C and D were then constructed on Lot S3.⁹ As contemplated by the Permit,¹⁰ part of Towers C and D projected beyond the boundary of Lot S3 and into the airspace of CP1.¹¹ To accommodate that projection, CP1 was subdivided to create Lot AS.¹²
- [4] *Lot AS runs [from level 1 and above] of Towers C and D. It is partly airspace and partly the western side of Towers C and D.*¹³ *The registered proprietor is the Second Applicant.*¹⁴ *Lot AS is a member of, and has 1 unit of lot entitlement and 1 unit of lot liability in each of:*
- (1) OC1;
 - (2) Owners Corporation No. 5 PS746096G (OC5), a limited owners corporation responsible for the repair and maintenance of Common Property No. 5 (CP5) in Tower D;
 - (3) Owners Corporation No. 8 PS746096G (OC8), a limited owners corporation responsible for the repair and maintenance of Common Property No. 8 (CP8) in Towers C and D and the provision of leisure amenities on level 9 of Towers C and D; and
 - (4) Owners Corporation No. 9 PS746096G (OC9), a limited owners corporation for all retail and commercial lots in Towers C and D.¹⁵
- [5] *Following the creation of Lot AS, Towers C and D have been progressively subdivided with lots transferred to third party off-the-plan purchasers.*¹⁶
- [6] The applicants now seek to resolve the status of Lot AS, so that they can complete the subdivision of Towers C and D and deal with that land.¹⁷ The applicants propose to resolve the status of Lot AS as follows:¹⁸

⁶ Affidavit of Craig Grenfell Williams sworn 19 December 2023 (**Williams Affidavit**), [12].

⁷ Williams Affidavit, [15]-[16].

⁸ Williams Affidavit, [16].

⁹ Williams Affidavit, [20].

¹⁰ Exhibit CGW-1, Part 2, PDF pp 38-41, 43-44, 46-47.

¹¹ Williams Affidavit, [21].

¹² Williams Affidavit, [21]-[25]. The relevant plan of subdivision is at Exhibit CGW-1, Part 4, pp 1896-1900: ETB2276-2280.

¹³ Williams Affidavit, [22] and [28].

¹⁴ Exhibit AJPW-4, p 23.

¹⁵ Williams Affidavit, [25].

¹⁶ Williams Affidavit, [26].

¹⁷ Williams Affidavit, [7].

¹⁸ Williams Affidavit, [33].



- (1) Part of Lot AS—namely, the airspace and the western façade of Towers C and D—will go back to being CP1, as it was originally. This part of Lot AS is referred to as ‘**Lot A**’.
- (2) Part of Lot AS—namely, an external terrace on level 9 of Towers C and D—will become CP8. This part of Lot AS is referred to as ‘**Lot B**’.
- (3) Part of Lot AS—namely, parts of levels 1 to 8 of Towers C and D—will, in effect, be incorporated into proposed lots in Towers C and D. This part of Lot AS is referred to as ‘**Lot C**’.

[7] To carry out that proposal, the applicants propose that OC1, OC5 and OC8 register two plans of subdivision.¹⁹

- (1) *The “**Conversion Plan**” will convert Lots A and B into CP1 and CP8, respectively, and extinguish any lot entitlement and liability that they [Lots A and B] have as members of OC1, OC5, OC8 and OC9.*
- (2) *The “**Removal Plan**” will remove Lot C as a member of OC5 and OC8 and extinguish any lot entitlement and liability that it [Lot C] has as a member of OC5 and OC8.*

[8] *In this proceeding, the applicants seek orders enabling OC1, OC5 and OC8 to register those plans, in the absence of unanimous consent from their members and persons with encumbrances that relate to the relevant land.*

13. I will come to the plans and diagrams shortly, but in short, to finish the land subdivision under the *Subdivision Act* in conformity with the building development’s planning permit, the land developers²⁰ now need relief from the Tribunal under the *Subdivision Act* and *Owners Corporations Act* to be able to amend the current plan of subdivision of land affecting Towers C and D, being land now affected by owners corporations OC1, OC5, OC8 and OC9:

- a. to change title boundaries of land in Lot AS comprising:
 - ‘Lot A’ – to bring airspace and building façade into CP1,
 - ‘Lot B’ – to bring land within the buildings on level 9 into CP8; and
 - ‘Lot C’ – to form new lots on levels 1 to 8;
- b. to extinguish all lot entitlement and lot liability Lots A and B currently have as members of OC1, OC5, OC8 and OC9; and
- c. to extinguish all lot entitlement and lot liability Lot C currently has as a members of OC5 and OC8.

14. While the developers are currently registered proprietors of Lot AS and all the lots affected by OC9, they no longer own *all* other ‘lots’ they have created to date in the still to be completed land subdivision, most of which ‘lots’ they have now sold ‘off-the-plan’ to purchasers. Furthermore, because they have now sold most ‘lots’, most lots now have registered mortgage encumbrances on title,

¹⁹ Williams Affidavit, [33(b)]-[33(c)].

²⁰ Who now no longer command a unanimous majority other than in OC9, having sold and settled lots ‘off-the-plan’ in developed land affected by OC1, OC5 and OC8.



protecting the interests of third parties who have financed or re-financed the purchasers of those ‘lots’, and some ‘unsettled’ but sold lots have caveats lodged over their title protecting the claims of interest in fee simple of the ‘off-the-plan’ lot purchasers pending settlement of their land purchase.

15. The developers, therefore, not only no longer have control of the voting rights attached to all the lots affected by owners corporations they have created in the land subdivision, before the relevant owners corporations can lodge the necessary amendments to the plan of subdivision required by the developers to complete the subdivision of land, they also require the consent of all ‘interested persons’ (namely the ‘listed persons’ within the meaning of s 22(1)(d) of the *Subdivision Act* holding or claiming an interest in land for any sold ‘lot’).
16. That dilemma confronting the developers of this land subdivision has compelled them to make this application for *orders* from the Tribunal, there being *no other alternative* practically available to them under the *Subdivision Act* itself. I shall return to why that is so when I discuss the substantial efforts to which the developers have gone to avail themselves of other statutory processes available under the *Subdivision Act* for land subdivisions affected by owners corporations, which is relevant both to the enlivening of jurisdictional power, and whether to exercise that power, under the Tribunal’s statutory discretionary powers to make the different orders in this complex case.
17. Being a case about land subdivision and amendments to the plan of subdivision, it is first necessary to examine the nature and features of the ‘land’ that this Tribunal proceeding relates to, and what is intended by the developers to happen to it as part of the land ‘subdivision’ before the final plan for the land subdivision is completed.

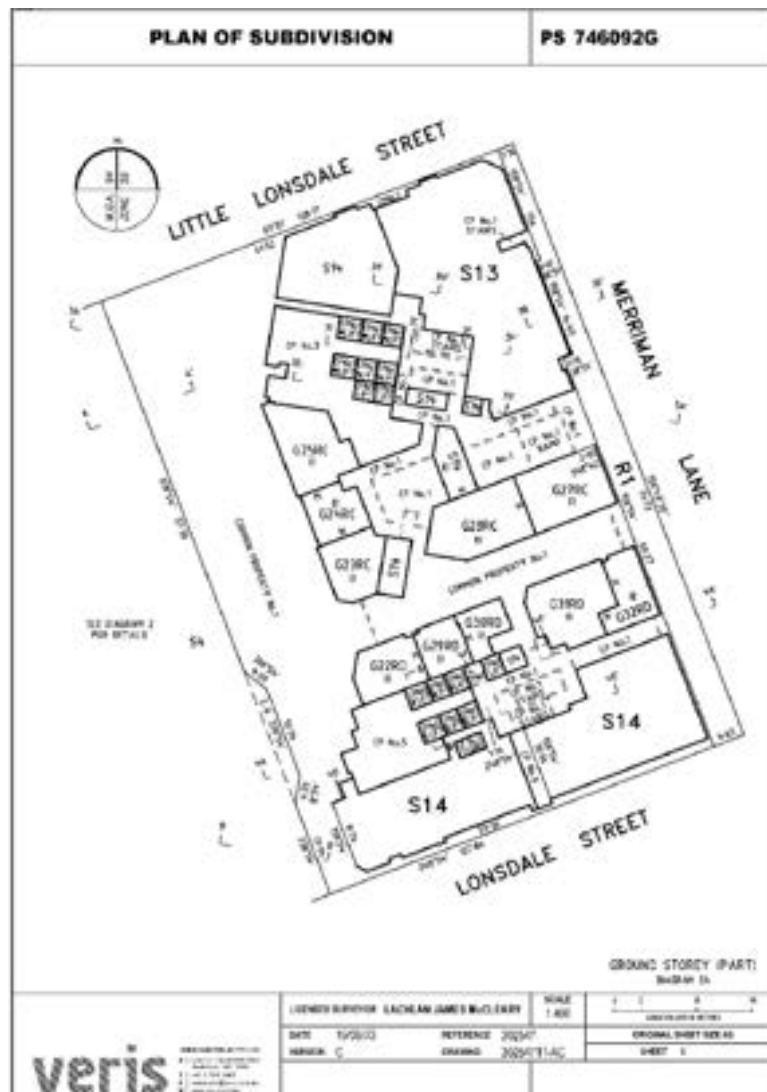
PLAN OF SUBDIVISION

18. Copies of the current plans were tendered into evidence in the electronic Tribunal Book, as well as earlier and proposed amending plans.



Ground floor footprint of Towers C and D

19. The ground floor registered plan extract (dated 15 June 2023) shows the ‘footprint’ of constructed Tower C to the north and Tower D to the south.



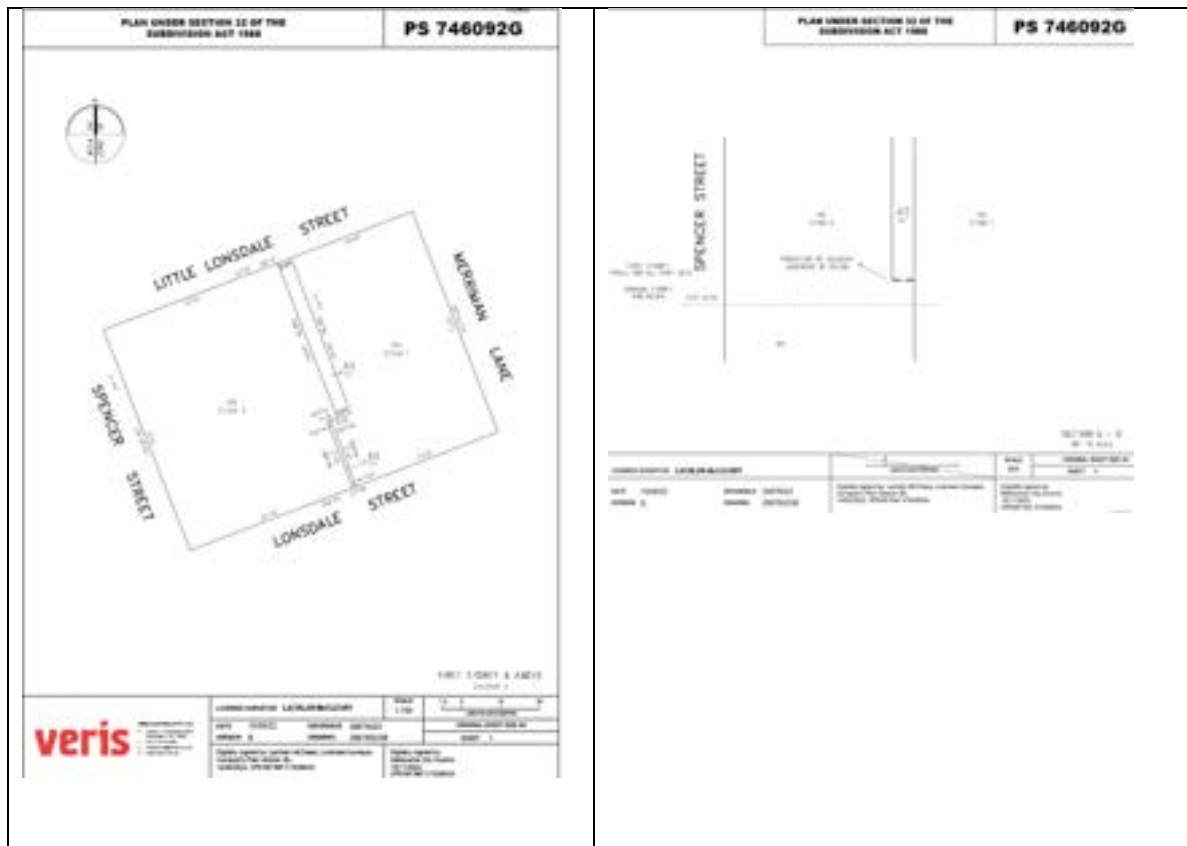
The structures’ external shapes and sizes vary as you rise up to different levels of the building. Lot AS starts on the floor above ground and rises up into the air. As can be seen, common property ‘CP1’ marked on the plan is the land and airspace around the buildings. It includes (and at higher levels should include) external walls forming boundaries.²¹

²¹ What forms part of CP1 is recorded in the Plan of subdivision edition PS746092G/S3 (dated 26 April 2018: ETB2060) attached to the Vendor’s Statement to the Purchaser of Real Estate under s 32 of the *Sale of Land Act 1962* (Vic), under which off-the-plan contracts of sale had been made on ‘Staged Plan of Subdivision PS746092G Residential Towers C and D’: (emphasis added):

COMMON PROPERTY No. 1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS, COMMON PROPERTIES No.4, No.5, No. 6, No. 7 & No. 8 AND INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES.

Lot AS Plan

20. The Lot AS Plan (dated 10 June 2022) was registered in 2023 as a Plan under section 32 of the *Subdivision Act*, 'TO CREATE LOT AS FROM PART OF COMMON PROPERTY No.1 on PS746092G'.²²
21. It shows the three dimensional area of space *in the land subdivision as a whole*, where Lot AS now floats above ground level (remembering the Towers C and D are on the Merriman Lane side):



ALL COLUMNS, BEAMS, SLABS, PIPE SHAFTS, SERVICE DUCTS WHETHER OR NOT SHOWN IN THIS PLAN ARE CONTAINED IN COMMON PROPERTY No 1. UNLESS OTHERWISE NOTED.

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS
SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.

The same description is provided in the plans for Stage 4 (ETB2104) and Stage 5 (ETB1775).

During the hearing my attention was also drawn to the proposed Stage 15 Plan PS746092G/S15 (dated 11 December 2023) (ETB2462), which will include CP1 to CP9 to provide:

COMMON PROPERTY No.1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS, COMMON PROPERTIES No.2, No.3, No.4, No.5, No.6, No.7, No.8 & No.9 AND INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES EXCEPT THOSE SHOWN 'M'.

ALL COLUMNS, BEAMS, SLABS, PIPE SHAFTS, SERVICE DUCTS WHETHER OR NOT SHOWN IN THIS PLAN ARE CONTAINED IN COMMON PROPERTY No.1, UNLESS OTHERWISE NOTED.

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.
FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

²² Williams Affidavit, [21]-[25]. The relevant plan of subdivision is at Exhibit CGW-1, Part 4, pp 1896-1900 on ETB2276.

Lot AS lies in part to the north in part to the south (as shown on the left hand side).

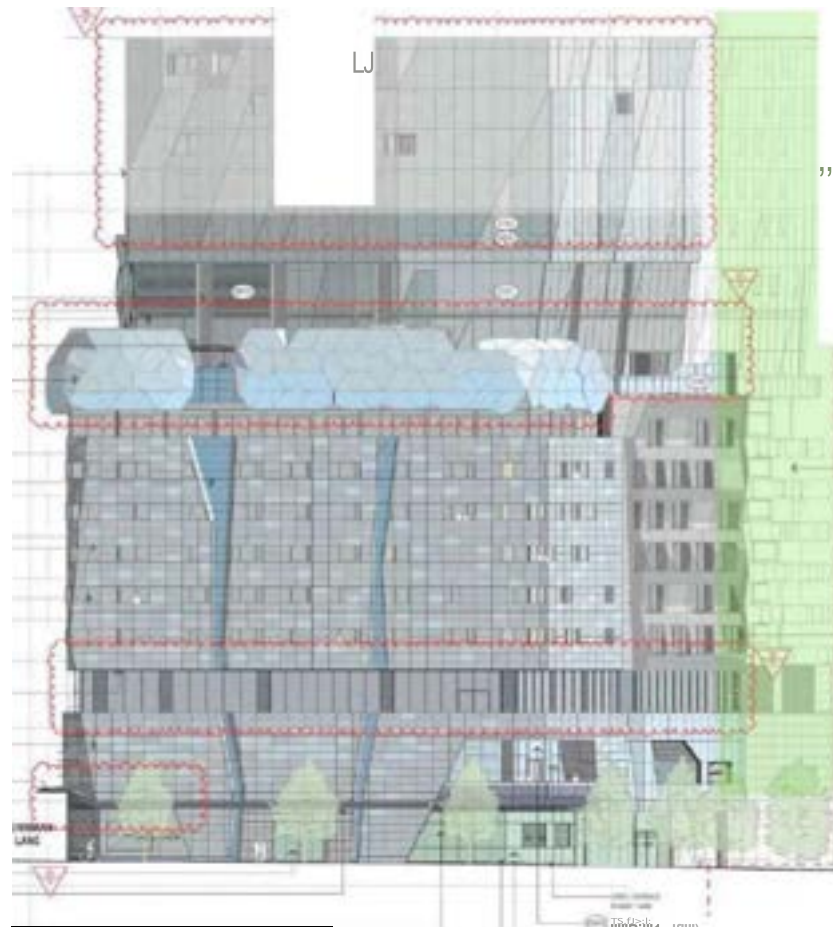
Starting on the first storey (as shown on the right hand side), Lot AS rises up into the air and is no longer part of 'CP1'. As the external shapes and sizes of the built structures of Towers C and D vary on different levels the current Lot AS takes in 'built form' on different levels from below level 10 that should properly return to CP1 or become other common property or part of lots to be established under the future amending plans of subdivision.

Architectural drawings

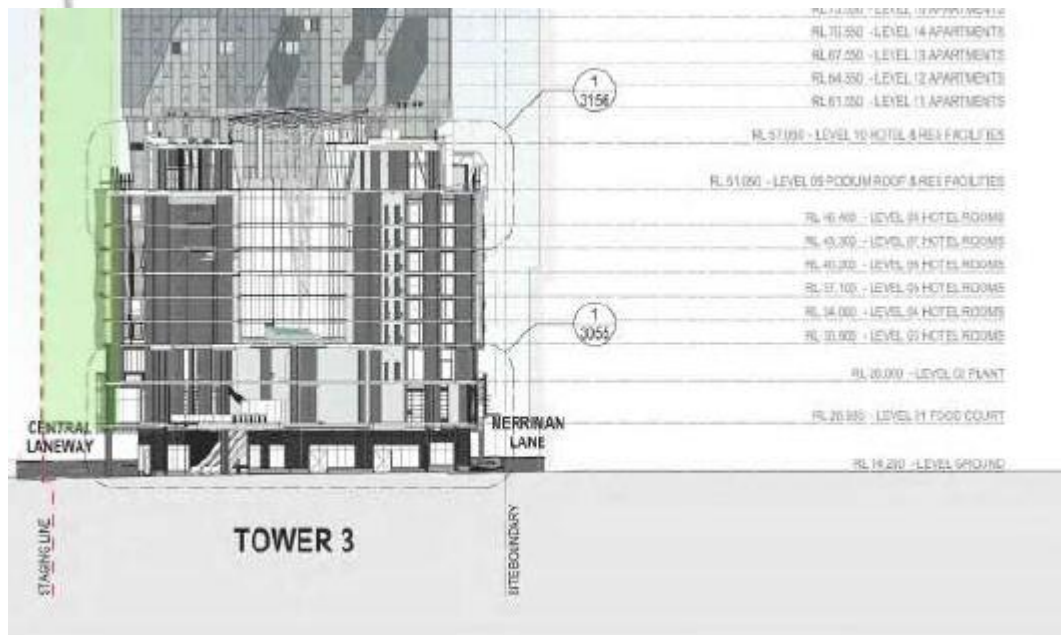
22. Before I come to the other current plans, an architectural three dimensional drawing speaks a thousand words.
23. Mr Norman, a Licensed Surveyor, reproduces as **Annexure B** to his report an extract of the endorsed architectural drawings for Towers C and D 'wherein the physical parts of Towers C and D forming part of Lot AS are highlighted in light green'.
24. Below I reproduce the view along the western side of Tower C (called Tower 3 in the drawing), both from Little Lonsdale Street and reverse angle from



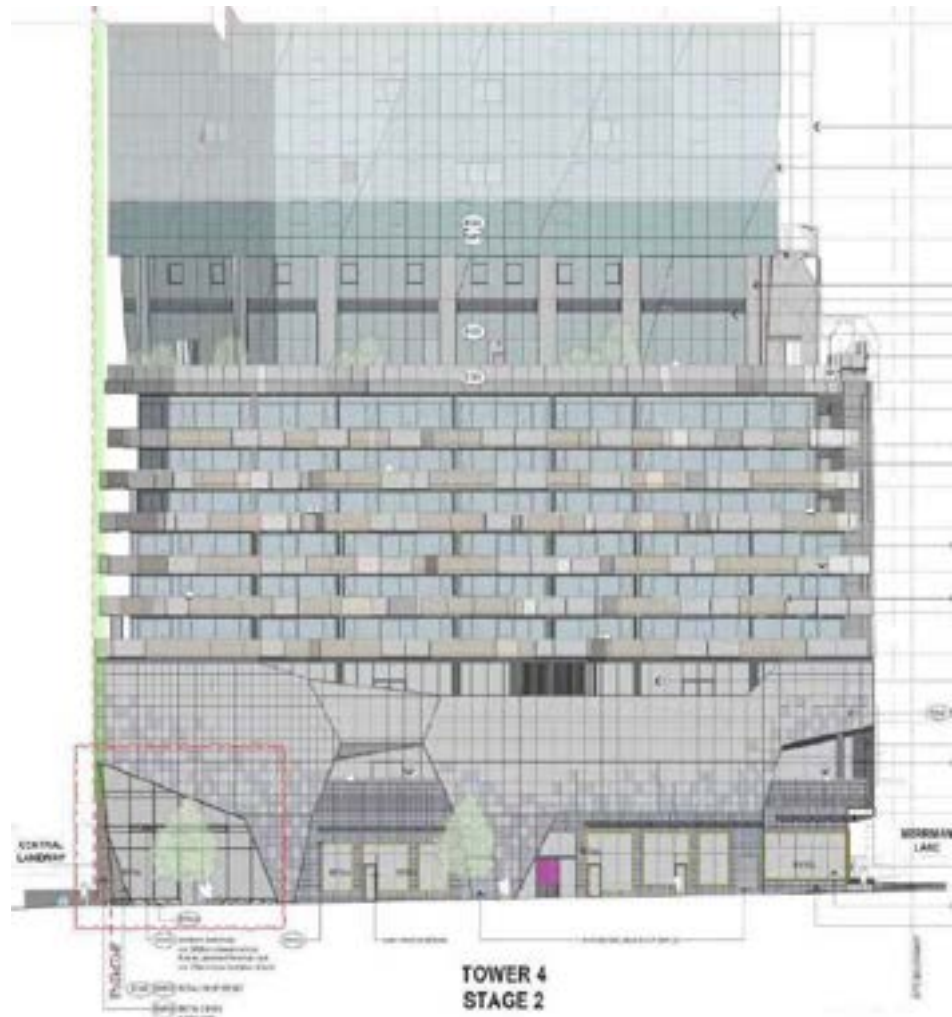
Lonsdale Street, which are sufficient to visualise the areas of Lot AS where it incorporates built form from level 1 to level 9 of Tower C (to the north).



**TOWER 3
STAGE 2**



25. I also reproduce the view along the western side of Tower D (called Tower 4 in the drawing) from Lonsdale Street which is sufficient to visualise the areas of Lot AS where it incorporates built form from level 1 to level 9 of Tower D.



26. These drawings also show Lot AS taking in part of the balconies on level 9 (where the shared common property facilities for residential lots are to be located). Below level 9 the drawings also show Lot AS taking in external windows and part of the rooms from levels 3 to 8 (where the hotel is to be located) and also on level 1 and 2 (where the food court and plant area is to be located).
27. Currently, on the registered plan, none of Lot AS is common property. Although once part of CP1 (possibly through error), it was converted into a private 'lot' (i.e. Lot AS) for a transitional development purpose only, on its journey to becoming its intended land use as either part of a private 'lot' internal to building boundaries or as part of common property. That journey is still to be completed.
28. I shall return to Mr Norman's evidence and other evidence about this shortly.

Lot AS overlay plan representations

29. Schedule B to the Amended Points of Claim dated 4 January 2024 contains *extracts* of a draft plan of subdivision (dated 9 June 2023),²³ of the first to eleventh storeys and above. (I attached them as a **Schedule** to these reasons, and shall refer to them as the **Lot AS overlay plan representations**.²⁴)
30. They show the *current* registered plan *overlayed by different colours* to highlight those areas of Towers C and D in Lot AS (above ground storey), where Lot AS intersects with the now built form as it climbs into the sky.²⁵

Annexure A

31. Finally, I turn to another of the extracts attached to Mr Norman's report. He reproduces as **Annexure A**²⁶ to his report an 'extract' of the current *registered* Plan 'from the ground floor to level 10 for Towers C and D wherein Lot AS is shown as running the length of the ... towers from north to south from level 1 to the above'.
32. To illustrate the developers' subdivisional dilemma, it is only necessary to take, as an example, the registered plan of the ninth storey and juxtapose it against the Lot AS overlay plan representations for how the ninth storey should finish in the final plan. This visual comparison shows the subdivisional quandary on that floor, where the current 'developer-owned' transitory Lot AS currently takes in:
 - a. part of the outdoor terrace on that level, which should ultimately be part of common property as CP8; and
 - b. the external wall of the buildings, which should be part of common property as CP1:

²³ ETB76 – 88, prepared by a licenced surveyor.

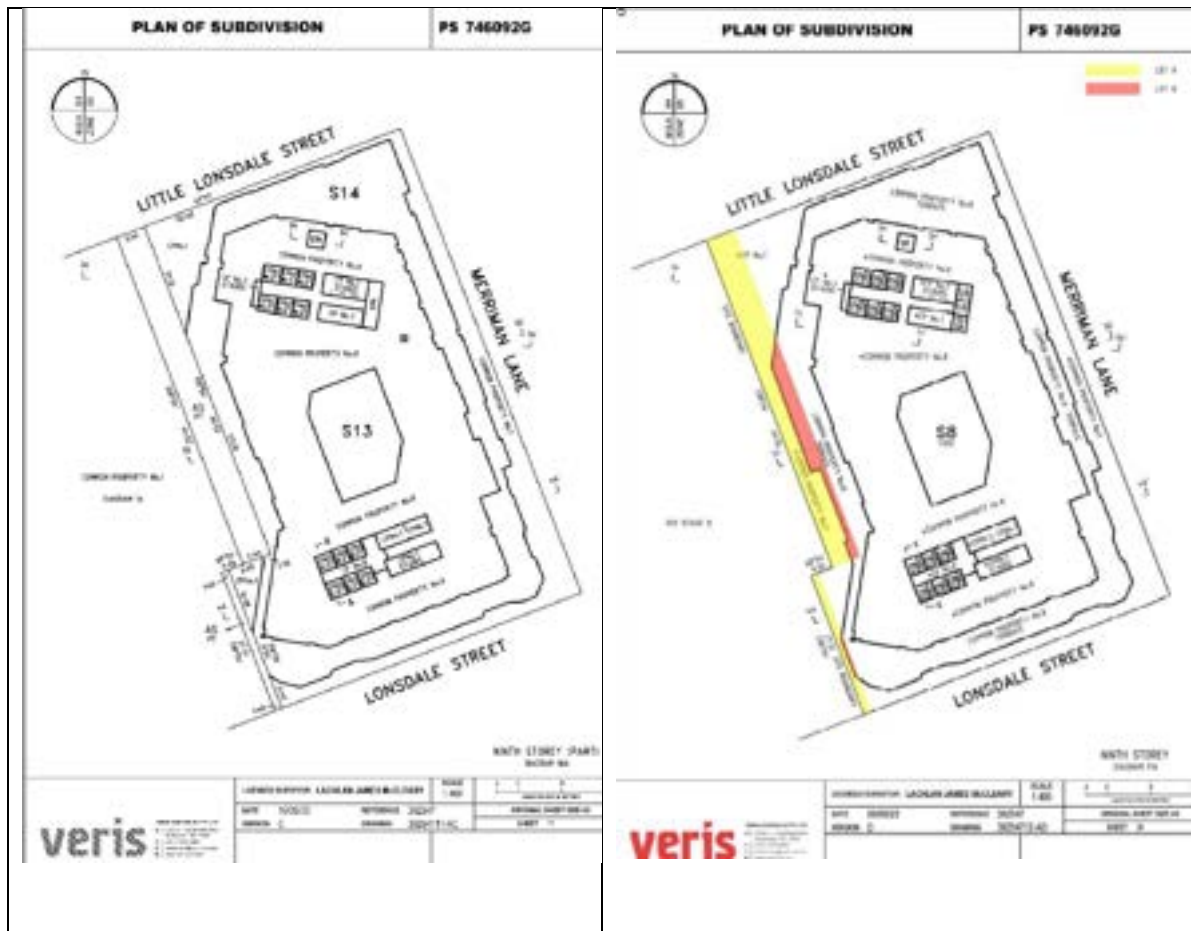
²⁴ The shaded portions are representations but not *actual* plans of subdivision. On each affected level of Towers C and D the shaded portions are intended by the applicants to show:

'how the Plan will appear on completion of the subdivision of the staged lots and Lot AS. The colours overlaid on the plan highlight those areas of Towers C and D affected by the current Lot AS and how those areas will be titled, if the subdivision of the Plan progresses as the applicants seek': see Points of Claim para 23, particulars.

²⁵ In the covering page for Sch B to the original Points of Claim, these shaded areas had been described as showing the areas of land that 'ought not form part of a lot', but that description was dropped in the Amended Points of Claim.

²⁶ ETB151 – 164.





33. As can also be seen from these plans and drawings, the current transitory Lot AS is two separate slivers of land in three dimensional space, rising up into the sky from the first storey:
- one to the north, 5.44 m in width, running along of the western edge of the two skyscrapers Tower C (to the north) and Tower D (to the south);
 - the other to the south, 1.40 m in width running along the western edge of Tower D.
34. In this example of the plan at level 9 (and as the evidence to the Tribunal shows):
- to be removed from Lot AS under the **pre-Conversion Plan** will be:
 - Lot A (in yellow) – which is made up of airspace and the western façade of Towers C and D from levels 1 and up;
 - Lot B (in red) – which is made up of part of external terrace on level 9 of Towers C and D; and
 - Lot A and Lot B then become common property CP1 and CP8 respectively by registration of **Conversion Plan**.
35. It is unnecessary to reproduce the rest of the plans and overlays.

36. It is sufficient to summarise where Lot AS intersects with built form.²⁷ At the mezzanine level of the ninth storey, it is the same. At other levels down to the first storey:
- Lot A (in yellow) – which is made up of both airspace and the western façade of Towers C and D from levels 1 and up – again will become CP1 by registration of **Conversion Plan**.
 - Lot C (as highlighted in each level plan) – which is made up parts of Towers C and D on levels 1 to 8 encompassing parts of the building – will become Lots 8, 9 and 30 upon Lot C being further subdivided.
37. Put another way, these parts of Lot AS which depict land ‘title’ on the current registered plan of subdivision from level 1 and above, should ultimately *properly* form part of land within the subdivision being either:
- a. *Internal to the buildings’ boundaries:*
 - lots for private ownership; or
 - common property for use and enjoyment by relevant lot owners in the land subdivision who are members of the owners corporation affected by that common property;
 - b. *External boundary forming:*
 - windows or walls forming part of common property CP1;
 - c. *External CP1 airspace.*

Applicants’ Points of Claim

38. The applicants’ Points of Claim describe what is now built structure within Lot AS. They also explain the purpose of the proposed amending plans which they are seeking to register as the next step towards completion of the plan of subdivision: (with my emphasis in **bold** to highlight the ‘to be created’ changes to land title; and in *italics* to highlight the land affected in the plan of subdivision)

20. On 31 March 2023 the Lot AS Plan was registered with Registrar of Titles resulting in the creation of Lot AS and it:
 - a. Being a member of OC1, OC5, OC8 and OC9; and
 - b. Having 1 unit of lot entitlement and lot liability in each owners corporation that it became a member of.
21. Since registration of the Lot AS Plan, FEC [the second applicant] has progressively subdivided Towers C and D with lots in [those towers] being transferred to third party off-the-plan purchasers.

There now remains only the following **prime lots to be created** from *Lot AS and Staged Lots S13 and S14*:

²⁷ At the tenth storey and above Lot AS is airspace.



- a. **Lot S8**, which will be a lot in Tower C for the Dorsett Hotel running from the ground to level 10.
 - b. **Lot S9**, which will be a lot across level 1 of Towers C and D and is intended to be used by a supermarket operator or education provider.
 - c. **Lot S30**, which will be a lot in Tower D and intended for use as a child care centre;
 - d. **5 retail lots** on the ground level;
 - e. **18 residential lots** from level 3 to 8 on the south west corner of Tower D.
22. **In addition** to the prime lots to still be created *from the subdivision of Lot AS and Staged Lots S13 and S14*:
- a. **The whole of the external terrace on level 9 (the amenities level for the residents of Towers C and D) remains a part of Lots AS and S14** as opposed to being **CP8, which it is intended to be**.
 - b. There are also **significant and material parts of Towers C and D on levels 1, 2 and mezzanine 2** that are intended and **meant to be CP1, CP5, CP7 and CP9**.

23. *Lot AS*:

- a. Is not a staged lot within the meaning and application of s 37 of the *Subdivision Act*.
- b. *Includes the structure of the western façade of Towers C and D from levels 1 to 10.*
- c. *Traverses from level 1 and up on the western side of Towers C and D.*

...

An extract of a draft of how the Plan will appear on completion of the subdivision of staged lots and Lot AS is attached as Schedule B [i.e. the Schedule attached to these reasons] ... wherein colours are overlaid on the plan to highlight those areas of Towers C and D affected by Lot AS and how those areas will be titled, if the subdivision of the Plan progresses as the applicants seek.

Those areas marked up in:

- i. Yellow represent that part of Lot AS that the applicants seek to become **CP1**.
- ii. Red represent that part of Lot AS that the applicants seek to become **CP8**.
- iii. Blue represents those parts of Lot AS that the applicants seek to become **Lot 8** and will be held singularly with whomever owns Lot S8.



- iv. Orange represents that part of Lot AS that the applicants seek to become **Lot 9** and will be held singularly with whomever owns Lot S9.
- v. Pink represent those parts of Lot AS that the applicants seek to become **Lot 30** and will be held singularly with whomever owns Lot S30.
- vi. Red dashed lines show those areas of the residential lots on levels 3 to 8 are affected by Lot AS subdivision.

39. I accept these allegations as facts, and adopt the descriptions of ‘lots’ and common property to be created by the proposed plans. I also accept that the developers’ intention for further subdivision to complete the plan of subdivision is as alleged.

Practical reasons why the Conversion Plan and Removal Plan are necessary

40. The *Conversion Plan* and the *Removal Plan* have become a necessary step along the way to complete the final plan (and thus the entire land subdivision) for practical reasons. The applicants allege those reasons are as follows:

- 24. On 4 August 2023 the applicants enquired with the City of Melbourne ... as to what the Council required for completion of the subdivision of West Side Place [in circumstances where]:
 - a. the applicants wished to subdivide Lots AS, S13 and S14 together to enable the final settlements of off-the-plan sales.
 - b. Lot AS could not be subdivided like a staged lot.
 - c. Lots S13 and S14 could still be subdivided as Section 37 Plans.
 - d. Those parts of Lot AS that are not intended to form part of the use of a prime lot were to be converted to CP1 and CP8.
 - e. To convert any part of Lot AS (or lots that are created out of its subdivision such as Lot A and B) to CP1 and CP8 would require a unanimous resolution of OC 1 and OC 8 respectively’

[and where]:

the licensed surveyor proposed on behalf of the [developers] to complete the subdivision of West Side Place in two steps:

Step 1

Lot AS, S13 and S14 are subdivided to create all remaining subdivided titles on the Plan plus Lots A and B for the peripheral areas of Towers C and D that ought not form part of a lot on the Plan. As a part of this process Lots 8, 9, 30, A and B would be created out of Lot AS plus parts of Lots 302D, 303D, 304D, 402D, 403D, 404D, 502D, 503D, 504D, 602D, 604D, 702D, 703D, 704D, 802D and 804D will be affected.



Step 2

Upon the plan from Step 1 being registered, then the applicants would seek to pass a unanimous resolution of OC 1 and OC 8 to convert Lots A and B into CP1 and CP8. If the unanimous resolution is not passed by a vote then an application to VCAT would follow.’

- 25 On or about 11 August the Council responded ... and effectively advised that it would only permit the subdivision of Lots AS, S13 and S14 as contemplated by the applicants, [relevantly]:

a. *the applicants first secure a unanimous resolution of the affected owners corporations to convert Lots A and B to CP1 and CP8 respectively (and on the assumption that the plan in Step 1 is registered); and*

b. a Section 173 Agreement is entered into to ensure that Lots A and B, Lots S8 and 8, Lots S9 and 9 and Lots S30 and 30 are retained in single ownership.

41. I accept that description of what has occurred as factual.²⁸

42. The applicants allege that after further discussions with the Council in August and September 2023 – in which alternative methods were proposed but not acceptable to the Council – the applicants’ land-subdivision hands became tied, and they were forced to take the current route to resolve their dilemma to complete the original plan of subdivision, alleging:

- 27 Taking account²⁹ of and in response to the Council’s declared position ... the applicants caused the following plans of subdivision to be prepared to allow for completion of the subdivision of West Side Place:

²⁸ The Council’s response is recorded in an email dated 11 August 2023 from the City of Melbourne’s Principal Subdivision Officer and Principal Land Surveyor | Planning and Building | Strategy, Planning and Climate Change (**Subject:** FW: 302547 - WSP - Rejection of the Stage 12 Plan of Sub) stating: (ETB2306-7)

We have reviewed the two step process and provide the following comments:

STEP 1

- In addition to an application for certification, a Section 72 amendment application would need to be applied for to allow for the proposed changes to the plan.
- Given that additional lots are proposed the plan will require re-referral.
- *A S173 Agreement will need to be entered into (condition of the Section 72 Amendment) to ensure that Lots A & B, Lot 8 and S8, Lot 9 & S9, & Lot 30 & S30 are retained in single ownership.*
- Any approval would be *subject to a condition requiring evidence that the owners corporation has passed a unanimous resolution agreeing the consolidation of Lots A & B into Common Property No.1*

STEP 2

On the basis that the Unanimous consent has been approved this process will require a planning permit and application for certification.

²⁹ Further context to this allegation is given by the applicants’ solicitors in instructing their expert witnesses. In their letter of instructions to Mr Rohan dated 27 November 2023 (ETB118-125) at paras 14 – 20, regarding the alteration to title boundaries, they explained : (my emphasis)

Why are the alterations to the Plan necessary?

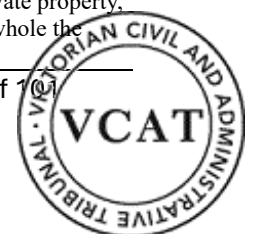
14. The subdivision ... is near complete but not in a state where any of the remaining commercial lots (notably Lot S9 and S30) can be sold with any certainty to a third party.
15. We are instructed the City of Melbourne ... will not issue a further subdivision permit authorising the remaining subdivisions until the relevant Owners Corporations on the Plan have passed a unanimous resolution



- a. [the **Pre Conversion Plan**] A Section 32 Plan S12, which *subdivides a part of Lot S14 and Lot AS* creating the following lots:
 - i. **Lot A**, which is made up airspace and the western façade of Towers C and D from levels 1 and up.
 - ii. **Lot B**, which is made up of part of external terrace on level 9 of Towers C and D.
 - iii. **Lot C**, which is made up parts of Towers C and D on levels 1 to 8 encompassing parts of the building that will become Lots 8, 9 and 30 upon Lot C being subdivided.
 - iv. **Lots 302D, 303D, 304D, 402D, 403D, 404D, 502D, 503D, 504D, 602D, 603D, 604D, 702D, 703D, 704D, 802D, 803D and 804D** being residential apartments in Tower D.
 - v. **Lot S15** encompassing the remaining parts of Lot S14 in Towers C and D that are to still be subdivided...
- b. [the **Conversion Plan**] A Section 32 Plan, which seeks to:
 - i. convert Lots A and B that are created from registration of the Pre Conversion Plan, to **CP1 and CP8** respectively; and
 - ii. **extinguish any lot entitlement and liability that Lots A and B would have as members of OC 1, OC 5, OC 8 and OC 9...**

each to convert Lots A and B to CP1 and CP5 respectively. The Council is concerned that should the Developer be allowed to subdivide Lot AS without these unanimous resolutions being passed then 'orphan' lots will be created as:

- a. Lot AS has 1 unit of lot entitlement and liability of out of a total 269,998 units on the Plan for OC 1.
 - b. When created from the subdivision of Lot AS,
 - i. Lot A will have 0.9 units of lot entitlement and liability.
 - ii. Lot B will have 0.07 units of lot entitlement and liability.
 - iii. Lot C will have 0.03 units of lot entitlement and liability.
16. *In essence, until the alterations ... are approved by unanimous resolution, the Developer is practically prevented from being able to sell and settle the remaining unsubdivided lots, which are mixed in intended use and purpose.*
17. *Lot AS was created out of necessity and only:*
- a. *So that Towers C and D could be subdivided as without its [creation] lots on levels 1 to 10 of Towers C and D would on creation sit partially within their titled boundaries and partly in CP1.*
 - b. *As a temporary measure to enable that abovesaid subdivision.*
18. *Parts of Lot AS are meant to be CP1 and CP8.*
- a. *What will be Lot A, is the structural facade of Towers C and D and is meant to CP1.*
 - b. *What will be Lot B, is part of the CP8 terrace on level 9 and 10 of Towers C and D, which is where the low rise amenities for Towers C and D are.*
19. *For the Developer to comply with its initial owner obligations under Section 68(48) of the Owners Corporations Act 2006 ..., the Developer must not designate as a private lot what normally would be common property. The Developer seeks to maintain compliance with this obligation.*
20. *Further to the above stated positions, so long as:*
- a. *Part of the façade is privately owned there will be confusion between lot owners and OC 1 as to who is responsible and liable for that part of the façade of Towers C and D which forms part of currently Lot AS and soon to be Lot A. This confusion can only be resolved with certainty by converting what will be Lot A to CP1.*
 - b. *Part of the terrace on level 8 forming part of the low-rise amenities for Towers C and D is private property, it is open to its owner to restrict occupants of the said buildings from using and enjoying the whole the relevant area.*



- c. [the **Removal Plan**] A Section 32 Plan, which seeks to **remove Lot C as a member of OC 5 and OC 8 and incidentally extinguish any associated lot entitlement and liability for Lot C** ...³⁰
- d. [the **OC9 Removal Plan**] A Section 32 Plan 9, which seeks to remove various residential lots in Tower D and Lot C as members of OC 9 and extinguish any associated lot entitlement and liability for those lots.
- e. [the **Final Plan**] A Section 32 Plan S15, which subdivides Lots S13, S15 and C and by doing so practically completes the subdivision of West Side Place by:
 - i. creating Lots 8, S8, 9, S9, S30, 30 and other retail lots on the ground and first levels of the Towers C and D;
 - ii. creating additional CP1, CP5, CP8 and CP9.

43. I accept the developers' explanation of the purpose and effect of those various amending plans, and their intention to lodge them for registration for the purpose of completing the plan of subdivision consistently with these explanations. I also accept that the proposed amending plans are now 'necessary', in a real and practical sense, due to the exigencies that have arisen in this case, in order to complete the land subdivision and the final Plan for West Side Place as intended

³⁰ Further context for this step is also given by the applicants' solicitors in instructing their expert witnesses. In their letter of instructions to Mr Rohan dated 27 November 2023 (ETB118-125) at paras 21 – 22, the developers' solicitors explained their instructions regarding the extinguishment of lot liability and entitlement: (my emphasis)

Why are the alterations to the Plan necessary?

- ...
- 21. With regard to the issue of removing Lot C from being a member of OC 5 and OC 8, it is the Developer's view that Lot C (and any lot created out of the subdivision of Lot C being Lots 8, 9 and 30) ought not be a member of any Owners Corporation that its associated lot is not a member of as it *would cause an inconsistency in the subdivision*. For example:
 - a. Lot S8, which will be the Duxton Hotel's lot, will only be a member of OC 1. This means in the Developer's view that part of Lot C, which would be subdivided to create Lot 8, ought not be a member of OC 5 and OC 8. Relevantly, the Council has placed a further on condition obtaining a subdivision permit for moving with Lot 8 that a Section 173 Agreement is to be entered into so that Lot SB and 8 when created they must be retained in single ownership.
 - b. Lots 9 and 30 will also be created out of the subdivision of Lot C and the comment made in respect of Lot 8 equally applies to Lots 9 and 30 in that they will only be members of OC 1 and will be required to be held in single ownership with Lots S9 and S30 respectively.
 - 22. Of particular relevance on this point, is only persons who are members of a particular Owners Corporation are entitled to use and enjoy its relevant common property. If Lot C (and the lots created out of its subdivision) remains a member of OC 5 and OC 8 then due to the Council's position on single ownership of Lots S8, 8, S9, 9, S30 and 30, occupants of the said lots:
 - a. Will be entitled to access and use any area of CP5 that an ordinary resident of Tower D is entitled to use despite only having to 0.0000005% of total expenses of QC 5 to pay as a member - please note it is expected that persons using Lots S8, 8, S9, 9, S30 and 30 are expected to be in excess.
 - b. Will be entitled to access and use any area of CPS that a member of QC 8 is entitled to use despite only having to 0.00000028% of total expenses of QC 8 to pay as a member – please note it is expected that persons using Lots S8, 8, S9, 9, S30 and 30 are expected to be in excess.

In essence should Lot C be a member of OC 5 and OC 8, its occupants will be entitled to use and enjoy the benefit of the respective common properties without having to pay for such use. This outcome is neither desired nor intended thus Lot C should be removed from OC 5 and OC 8 accordingly with schedules of lot entitlements and liabilities amended so.



by the developers and as envisaged by the planning permit under which the subdivision of land is being completed.

44. There is no need, however, for me to make any factual finding or express any ultimate view on the precise reason *why* the developers have found themselves in this intractable subdivisional dilemma for their multi-tower land subdivision in Melbourne's CBD. Although contextually relevant to their applications seeking enabling orders under the *Subdivision Act* and *Owners Corporations Act*, the precise cause of the dilemma is not determinative of the applications before the Tribunal. Whether there was a subdivisional 'mistake' made somewhere along the line within the off-the-plan sale of land building project itself,³¹ or whether there may be a difference in opinion (legitimate or otherwise) by those involved with the land subdivisional aspects of the building development, a 'timing' issue,³² or something else is not a matter before the Tribunal. Its determination would involve persons who are neither parties to these proceedings, nor who have given any evidence to the Tribunal. It is sufficient for me to characterise the cause neutrally as a subdivisional *dilemma* that has arisen for the land developers and it is unnecessary to express any concluded opinion on what the actual cause may be.
45. I accept and find as a fact, however, that the registration of the **Conversion Plan** and **Removal Plan** are part of a sequence of practically necessary steps along the way in the process of land subdivision, to bring about the Final Plan of land subdivision.
46. My written Order on 25 September 2024 annexed both the **Conversion Plan**' (comprising the section 32 plan to alter Plan of Subdivision PS746092G and the schedules of lot entitlement and liability) and the '**Removal Plan**' (being the section 32 plan to alter Plan of Subdivision PS746092G and the schedules of lot entitlement and liability). The principal registrar has sent that Order to the parties.³³

³¹ The background to the plan amendment given by the applicants' solicitors in instructing their expert witnesses refers to the possibility of a mistake having been made. See letter of instructions to Mr Rohan prepared by Pelham Strata Lawyers dated 27 November 2023 (ETB118-125) at para 8 stating:

8. The final residential lots and retail/ commercial lots are to be created from/ by the progressive subdivision of two Staged Lots (Lots S13 and S14) and Lot AS, each of which the Developer continues to own. Lot AS is an area of predominantly airspace on the east side of Towers A and B (and west side of Towers C and D) from level 1 up) with part of same including a part of the facade from level 1 to 10 on the west side of Towers C and D.
- Lot AS was created to rectify a mistake with the subdivision of Lot S2 on 30 July 2020 where the relevant area that makes up Lot AS now was titled as CP1 as opposed to a staged lot.*
 - The abovesaid mistake was identified prior to the Inaugural General Meeting of OC 1 thus a unanimous resolution of OC 1 was passed at the Inaugural General Meeting of OC 1 held on 11 August 2023 authorised the alteration / transfer of a part of CP1 to the Developer.
 - The alteration was only registered on **31 March 2023** following receipt of every existing mortgagee's consent at the time.

³² This was a neutral expression used by the applicants' Counsel, which does not seek to unnecessarily attribute any exact cause or blame to anyone in particular.

³³ If they have not already been given that Order, under the *Owners Corporations Act* s 146, lot owners, mortgagees and purchasers of a lot in the respondent owners corporations can request a copy from the relevant owners corporation.



Experts' evidence – summary of impacts of the proposed amendments to the plan

47. I now turn to the questions of the impacts of the proposed amendments to the current plan on the interests of lot owners in land affected by OC1, OC5 and OC8 and interested persons. The impacts on lot owners and interested persons of the **Conversion Plan** and the **Removal Plan**, are dealt with comprehensively by the applicants' experts, who provided written expert opinion evidence about different types of 'economic or social'³⁴ impacts arising from the changes to be made by these plans to *land boundaries, lot liability and lot entitlement* in the current plan of subdivision.
48. The evidence must be considered with the factual evidence of the other witnesses called by the applicants. Although there was no contradictory evidence, the Tribunal must nevertheless be satisfied about it.
49. It is convenient to examine these impacts on 'property rights'³⁵ under the following three categories:
- (a) The *valuation of land* consequences for 'lot' owners and interested persons³⁶ in the currently incomplete building and land subdivision development;³⁷
 - (b) The *land use* consequences for 'lot' owners and interested persons; and
 - (c) The financial consequences for lot-owner 'members' of the owners corporations responsible for the relevant common property in accordance with the *Owners Corporations Act*.

³⁴ To use the language of s 34D(3)(c)(iii) of the *Subdivision Act* which conditions the jurisdiction of the Tribunal to make an order in an application under s 34D(1)(b) (where a member or group of members has refused consent to the proposed action on the plan of subdivision by its the owners corporation) on the Tribunal being satisfied that:

the purpose for which the action [to amend the plan] is to be taken is likely to bring economic or social benefits to the subdivision as a whole greater than any economic or social disadvantages to the member or the group of members who did not consent to the action.

³⁵ As I shall explain later, the *Charter of Human Rights and Responsibilities Act 2006* (Vic) ('the Charter') which protects the human rights of individuals under Victorian law, including 'property rights', while relevant in this case to the Tribunal's exercise of statutory discretionary power to make orders (be it in exercise of the executive or judicial power of the State of Victoria) does not, in my view, alter the result.

³⁶ Namely, 'listed persons' described in s 22(1A) of the *Subdivision Act*.

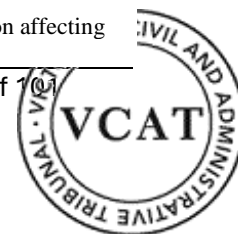
³⁷ Lot AS – currently registered in the name of the developers – will become either common property or part of other lots. To the extent that it becomes common property it will then be owned by the relevant lot owners as tenants in common in proportion to their lot entitlement in the particular owners corporation 'affected by the common property' in accordance with *Subdivision Act* s 30, which provides:

30 Vesting of common property

(1) In addition to section 24, when a plan containing common property is registered—

- (a) any common property affected by an unlimited owners corporation vests in the owners for the time being of the lots affected by the unlimited owners corporation as tenants in common in shares proportional to their lot entitlement; and
- (b) subject to paragraph (c), any common property affected by a limited owners corporation vests in the owners for the time being of the lots affected by the relevant unlimited owners corporation as tenants in common in shares proportional to their lot entitlement; and
- (c) any common property affected by a limited owners corporation vests in the owners for the time being of the lots affected by the limited owners corporation, if there is no unlimited owners corporation affecting those lots.

(2) In subsection (1), "relevant unlimited owners corporation" means the unlimited owners corporation affecting the lots affected by the limited owners corporation.



50. The expert evidence establishes to the satisfaction of the Tribunal that the *adverse* impacts to lots other than those lots owned by the developers (who are the applicants in this case and who consent to the proposed changes to the plan of subdivision) are negligible. Furthermore, to the extent that the economic or social impacts resulting from the changes to the plan of subdivision might be materially adverse to the property rights of the applicants themselves in regard to the lots they currently retain in the to-be-completed building development, they consent to the alteration to their own property rights.
51. The evidence also establishes that there are very significant positive impacts, both social and economic, to *all* lot owners, including the developers, in being able to complete the building development and land subdivision in accordance with the planning permit and the contracts of sale under which purchasers of land have bought their off-the-plan apartments and other lots.
52. It is desirable to deal first with the evidence of the valuation of land consequences affecting lot owners (and thus interested persons) in the buildings that result from the proposed amendments to the plan.

Anthony Rohan, property valuer

53. Mr Anthony Rohan prepared an Expert Report dated 18 December 2023.³⁸
54. I accept his statement of professional qualifications as a property valuer and that he has the requisite expertise and experience in this area to give the expert evidence contained in his report. I also accept his evidence.
55. His report is based on information supplied to him from the developers' solicitors,³⁹ including the plans of subdivision 'together with a summary of all the circumstances relating to the requirement for the registration of the [earlier] Section 32 Plan and creation of the Conversion Plan and Removal Plan'.

³⁸ ETB106.

³⁹ ETB118-125, letter dated 27 November 2023 from Pelham Strata, Lawyers annexing:

Annexure A – Extract of registered Plan from the ground floor to level 10 for Towers C and D wherein Lot AS is shown as running the length of the ... towers from north to south from level 1 to the above.

Annexure B – Extract of the endorsed architectural drawings for Towers C and D wherein the physical parts of Towers C and D forming part of Lot AS are highlighted in light green.

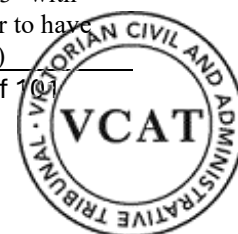
Annexure C – Extract of the Section 32 Plan illustrating how Lot AS with part of Lot S14 will initially be subdivided into Lots A, B and C and other lots.

Annexure D – The Conversion Plan (a Section 32 Plan)

Annexure E – The Removal Plan (a Section 32 Plan),

and enclosing as additional relevant documents the documents (listed in para 32a-e of the letter), including the Planning Permit as of 24 March 2020 and the Plan of Subdivision PS746092G as of 25 July 2023, including all Schedules of Entitlements and Liabilities for all nine owners corporations affected by the Plan, approved budgets for OC1, OC5 and OC8 and VCAT Practice Note 2 – PNVCAT2 – Expert Evidence, and instructing him to prepare his report complying with its requirements and to confine his opinions to matters falling within his field of expertise, and to identify all matters relied upon and any assumptions made by him in reaching a conclusion.

(I note in preparing these written reasons that a second letter of instructions dated 5 December 2023 'with further explanation' was also referred to by Mr Rohan at page 2 of his report, but it does not appear to have been filed in the Tribunal Book of 5895 pages, and I can only assume it to have been an oversight.)



56. Amongst the detailed information provided to Mr Rohan,⁴⁰ the solicitors' letter of instructions narrates as contextual factual background that:

5. The Developer is seeking to make further minor alterations to the Plan wherein following the subdivision of Lot AS into various lots including Lot A, B and C, it is sought that:
 - a. Lots A and B will be respectively converted into [CP1] and [CP8] and incidentally those lots are to be removed from any Owners Corporation that they would be a member of;
 - b. Lot C is to be removed as a member of [OC5] and [OC8] with the respective schedules of lot entitlements and liabilities for Lot C to be extinguished.

57. The letter of instructions then makes this statement, which I single out for mention as the language of the first sentence is far from ideal, given that the valuer is being asked to give his *independent* opinion on the very topic of valuation:

6. It is the Developer's position that the alterations proposed will not adversely affect the value⁴¹ of any existing lot on the Plan as:
 - a. There are no alterations to the boundaries of existing lots owned by third parties on the Plan;

⁴⁰ Some of which I have already set out.

⁴¹ I was initially troubled by this 'submission like' instruction and other adjectival instructions provided in the briefing to the valuation expert. It can become difficult for a tribunal or court to determine what assumptions (whether legal or factual) an expert is then basing their opinion on when giving their independent expert evidence. A safer practice is to inform the expert of facts (or ask the expert to assume facts where there is any likelihood of the fact being disputed). It is undesirable for a letter of instructions to make a submission about a desired outcome on the matter on which an expert's opinion evidence is sought as it risks creating conditions that run counter to Sch 3 of the VCAT Act and the Tribunal's Practice Note 2 – PNVCAT2 for expert evidence, which relevantly states: (emphasis added)

1. Expert witness evidence may be relied upon by the Tribunal to form an opinion about a specialised or technical matter that is relevant to the issues to be determined in a proceeding. Where expert evidence is provided in the form of a written report and/or the expert being called as a witness, *it is important that the expert's opinion is soundly based, complete, impartial, dispassionate, and within the scope of his or her expertise.*

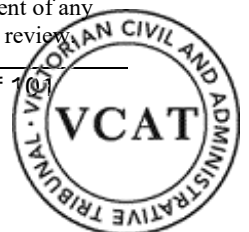
..
8. An expert witness has a *paramount duty to the Tribunal and not to the party retaining the expert.*

...
10 An expert witness is not an advocate for a party to a proceeding.

That said, I regarded the letter of instructions as otherwise fairly balanced. I am happy to characterise statement as intending only to narrate the position taken by the developers in the proceeding, and in the earlier owners corporation ballot for a unanimous resolution of lot owners (to which I will come shortly).

More fundamentally, there is nothing in Mr Rohan's report to suggest it influenced the independence of his opinion or that it that caused me to doubt, in any way, that the opinions he expressed within the scope of his expertise were other than *soundly based, complete, impartial, dispassionate*, or to form any impression at all that his report was prepared other than in compliance with his duty to the Tribunal as an expert witness. Mr Rohan properly disclosed his full instructions, and states the assumptions made by him in expressing his opinions. He also prefaced his report with the statement at p 2 of his report (ETB107) that it was 'prepared in accordance with VCAT Practice Note 2 - Expert Evidence', giving the express written caveat that:

I have accepted all of the supplied information as being true, correct and totally accurate and in the event of any discrepancies or concerns in that regard, this matter must be referred back to me for consideration and review.



- b. There are negligible changes to [CP1] and [CP8] on the Plan. That being said, we do acknowledge that Lot A encompasses the façade from level 1 to 9 on the western side of Towers C and D.
 - c. As much as those parts of Lot AS (and soon to be Lot A) form part of the façade of Towers C and D and are ‘privately owned’, the façade of each tower provides a service of protection to the lots and common property, which means the façade must by operation of Section 47(1) of the *Owners Corporation Act 2005* be maintained by OC 1.
 - d. The alterations will not cause existing lot owners to pay \$0.01 more in Owners Corporation fees on what they are already paying.
58. The letter of instructions describes the nature of the land subdivision development in Melbourne’s CBD, and role of each owners corporation in the following way at para 7:
- 7. [West Side Place] is a staged development contained within the Plan. It is made up of four multi-purpose towers comprised of two luxury hotels with plus [sic] 2,500 residential apartments and a retail / commercial precinct. It is near complete with only a small number of apartments and retail / commercial lots to still be created in the final stage of the subdivision of the Plan. [West Side Place] consists of the following Owners Corporations that are summarised below.
 - OC 1 – Unlimited – All lots on the Plan are members.
 - OC 2 – Residential – All residential lots in Towers A and B are members.
 - OC 3 – High-rise amenities – Only residential lots in Towers A and Bon level 36 and above are members.
 - OC 4 – Retail – All retail lot in Towers A and Bare members.
 - OC 5 – Residential – All residential lots in Tower D are members. This does not include the Buxton Hotel in Lot SB, which runs from ground floor to level 10.
 - OC 6 – High-rise amenities – Only residential lots in Tower C on level 45 and above and residential lots in Tower Don level 42 and above are members.
 - OC 7 – Residential – All residential lots in Tower C are members.
 - OC 8 – Low-rise amenities – All residential lots in Towers C and D are members.
 - OC 9 – Retail – All retail lots in Towers C and D are members plus Lot AS and anything that is to be created from subdivision of Lot AS for the current time being.



59. After describing why Lot AS was created,⁴² it then describes⁴³ how the final residential and retail/commercial lots are to come about – through progressive subdivision of staged lots S13 and S14 and Lot AS, ‘each of which the developer continues to own’ – before describing the subdivisional mechanics in detail:⁴⁴

10. When subdivided, Lot AS will create Lots A, B and C on the Plan. The subdivision of Lot AS will also affect 18 residential lots being created out of the partial subdivision of Staged Lot S14. Relevantly, Lot AS is a member of the following Owners Corporations on the Plan:
 - a. OC 1
 - b. OC5
 - c. OC8
 - d. OC9
11. Lot AS's membership of OC 1, OC 5, OC 8 and OC 9 is caused by the fact that it traverses across the length of Towers C and D from levels 1 to 10, which at the time of its creation required it to be a member of those relevant OCs. It is important to understand here that any lot created out of the subdivision of Lot AS will automatically be a member of all the same OCs that Lot AS is a member of currently. Lots to be created out of and or affected by the subdivision of Lot AS are as follows:
 - a. Lot A, which by a ballot of the OC's the developer seeks to have converted to CP1;
 - b. Lot B, which by a ballot of the OC's the developer seeks to have converted to CP8;
 - c. Lot C, which by a later plan will then be subdivided to create:
 - i. Lot 8, which will sit adjacent to Lot SB and form part of the Dorsett hotel and is only a member of OC 1 (with respect to Lot S8);
 - ii. Lot 9, which will sit adjacent to Lot S9, which is to be a supermarket across a substantial part of level 1 in Towers C and D;
 - iii. Lot 30, which will sit adjacent to Lot S30, which is to be a commercial lot in Tower D; and
 - d. Lots 302D, 303D, 304D, 402D, 403D, 404D, 502D, 503D, 504D, 602D, 604D, 702D, 703D, 704D, 802D and 804D, which will sit from level 3 to 8 in Tower D and are residential apartments.

60. The instructions then explain why the alterations to the plan are now necessary.⁴⁵

Questions to the valuer

61. Mr Rohan was asked to provide his opinion on two questions based on these instructions:

- (1) Whether registration of the **Conversion Plan** will have an adverse or any impact on the value of the current lots on the Plan?

⁴² At para 8. See fn 31.

⁴³ At para 9.

⁴⁴ At paras 10 – 11.

⁴⁵ At paras 14 –22. See fn 29 and 30.



- (2) Whether registration of the **Removal Plan** will have an adverse or any impact on the value of the current Lots in Towers C and D?

Valuation Opinion

62. Mr Rohan describes the West Side Place subdivisional building development in Melbourne as:⁴⁶

a comprehensive mixed use complex within the north-west precinct of the CBD, having principal frontage to Spencer Street and bordered by Lonsdale Street to the south and Little Lonsdale Street to the north,

noting that its four towers have been constructed as a ‘two staged scheme’ to create the following number of levels and residential and mixed use ‘lots’ (and their status):

Tower	Levels	Residential	Mixed Use	Status
A	84	663 apartments	Ritz Carlton Hotel (257 rooms)	Complete/settled
B	67	713 apartments	Retail	Complete/settled
C	69	684 apartments	Hotel Dorsett (316 rooms)	Complete
D	71	817 apartments	Retail	Complete

In addition, he notes the land subdivision includes:

‘1,182 Accessory Lots (carparks/storage), 29 retail Lots, a common walkway extending between the two (2) Stages of the parent holding, extensive security and landscaping’.

63. In giving context to his valuation opinion, he identifies that:⁴⁷

Whilst Towers C and D are essentially complete, with a high level of occupancy and settlement:

- There are 16 residential Lots in Tower D where parts of the apartments (302D – 804D) encroach onto Lot B.
- Parts of the mixed use components on Levels 1 and 2 (Lots S9 and S30) of Tower D encroach onto part of Lot A and part of Lot C.
- A section of the Dorsett Hotel (Lot S8) encroaches onto Lot C.

These unsubdivided Lots cannot be sold or settled (if already sold) until:

- i. Lot AS is subdivided to accommodate structures encroaching over airspace (now complete/registered) and;
- ii. The creation and registration of a **Conversion Plan** and a **Removal Plan**, representing the subject of this report....

⁴⁶ ETB110, para 2.0 Project and Land Overview.

⁴⁷ ETB110, para 2.0 Project and Land Overview.



64. After describing the creation of Lot AS to accommodate built structures encroaching over airspace,⁴⁸ he records what is to then happen under the **Proposed Plan Amendment (PS746092G)**:
- Lot AS is to be subdivided into various Lots including Lots A, B and C whereby:
 - *Lots A and B will be converted to Common Property 1 (CP1) and Common Property 8 (CP8) by registration of the Conversion Plan. These Lots will be removed from [OC1, OC5, OC8 and OC 9]. The Lot entitlement and liabilities for Lots A and B will also be extinguished for OC1, OC5, OC8 and OC9.*
 - *Lot C will be removed from [OC5] and [OC8] with Lot entitlement and liabilities being extinguished by the registration of the **Removal Plan**.*
65. As to the extent of the impact on owner corporations (and their members) of the proposed amendments, he notes that:
- The [West Side Place] Complex has nine (9) Owners Corporations. *The proposed amendments ... only apply to three (3), as follows:*
 - i. OC1 – Unlimited with all [West Side Place]Lots members.*
 - ii. OC5 – Residential with all Lot D apartments members.*
 - iii. OC8 – Low-rise amenities with all Tower C and D Lots members.*
- This also impacts on OC9 although this does not form part of this instruction.⁴⁹
66. After noting the impact on Lots 13 and 14 (within levels Ground to 9) currently owned by the developers and of Lot AS (from level 1) – which will be subdivided to create Lots A, B and C (to become CP1 and CP8, and Lots 8 and S8, 9 and S9, 30 and S30, and ‘D’ Apartments)⁵⁰ – he then narrates his understanding of the subdivisional sequence.

⁴⁸ Noting at ETB111, para 3.0 Title Realignment – Creation of Lot AS, that a section 32 plan creating lot AS from COP was registered on 31 March 2023, and the reason for that previous change was:

A plan alteration was required so that a slither of common property/air space extending between Levels 1-9 inclusive on the east side of Towers A and B could be transferred from common property 1 as a small section of this airspace is now encroached by buildings forming part of the recently completed Towers C and D.

⁴⁹ The reason being that there is unanimous consent of OC9 (the lots affected by which are controlled by the developers), so this does not form part of the application before the Tribunal.

⁵⁰ ETB112ff, para 4.0 which I set out for completeness:

4.0 Proposed Plan Amendment (PS746092G)

... Plan of Subdivision PS746092G refers to two (2) Stage Lots, specifically Lots 13 and 14 which are contained within Levels G-9 inclusive. These are owned by the Developer. Lot AS (airspace) adjoins Lots 13 and 14. These Lots will be the subject of a progressive subdivision which will create ... Lots A and B which will be converted to CP1 and CP8 respectively. Lot C ... will be subdivided to create:

- **The Creation of Lots 8 and S8:**
 - Lot 8 will be created from the Subdivision of Lot C (presently forming part of Lot AS).
 - Lot S8 will be created from the Subdivision of Lots 13 and 14.
 - Lots 8 and S8, which will be adjacent to each other, will be jointly occupied by the Dorsett Hotel.
- **The Creation of Lots 9 and S9:**
 - Lot 9 will be created from the Subdivision of Lot C (presently forming part of Lot AS).
 - Lot S9 will be created from the Subdivision of Lot 14 which extends from the Tower D ground floor to Level 9 across both Towers C and D.
 - These lots, which will be adjacent to each other, will be jointly occupied by the Level 1 (Tower D) occupant.
- **The Creation of Lots 30 and S30:**
 - Lot 30 will be created from the Subdivision of Lot C (presently forming part of Lot AS).



67. After observing that:⁵¹

only upon registration of the Pre-Conversion Plan will Lots A and B be created amongst other Lots. I am instructed that the City of Melbourne will only issue the necessary permits to enable registration of the Pre-Conversion Plan upon OC1, OC5, OC8 and OC9 passing a unanimous resolution to approve the **CONVERSION PLAN**

he states the foundation for his valuation opinion about the **Conversion Plan**:

5.0 Creation Conversion Plan

...

The purpose of the **CONVERSION PLAN** is to convert Lots A and B into CP1 and CP8 respectively; whilst amending the Schedules of Lot Entitlement and Liabilities for OC1, OC5, OC8 and OC9 so that their respective units of Lot entitlement and liabilities are extinguished.

If the unanimous resolution to register the **CONVERSION PLAN** is not passed or ordered by a Tribunal or Court, then the following will occur:

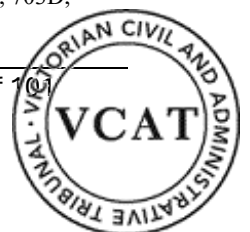
- Without a unanimous resolution of OC1, OC5 and OC8 approving the **CONVERSION PLAN**, the City of Melbourne will not allow or issue any further Subdivision Permits dealing with Lots AS, S13 and S14.
- The effect of this restriction is that the Developers:
 - i. Cannot sell and/or settle the sale of any Lot forming a part of Lots AS, S13 and S14, which includes:
 1. Lot S8 - the Dorsett Hotel Lot;
 2. Lot S9 - Level 1 - (Tower D);
 3. Lot S30 - Level 2 - (Tower D);
 4. Lots 302D, 303D, 304D, 402D, 403D, 404D, 502D, 503D, 504D, 602D, 604D, 702D, 703D, 704D, 802D and 804D, which are residential apartments between Levels 3 to 8 of Tower D on its western side.
 - ii. The Developers cannot impose various parts of Towers C and D to be part of CP1 and CP8 if not entitled. Failure to register the Plan would result in:
 1. Approximately 70% of the façade wall on the western side of Towers C and D from Levels 1 to 9 will not be CP1 when all other façade walls on the Plan are CP1.

- Lot S30 will be created from the Subdivision of Lots S13 and S14.
- Lots 30 and S30, which will be adjacent to each other, will be solely located on the 1st and 2nd Levels of Tower D.

➤ **The Creation of "D" Apartments:**

- Lot AS presently dissects these apartments at balcony level.
- These Lots are created from the Subdivision of Lots S14 and AS.
- These Lots are 302D, 303D, 304D, 402D, 403D, 404D, 502D, 503D, 504D, 602D, 604C, 702D, 703D, 704D, 802D and 804D.

⁵¹ ETB113 para 5.0 Creation of Conversion Plan.



2. The Developer cannot subdivide Lots S13 and S14 so to create CP8 on Level 9 of Towers C and D, where the amenities for the occupants of residential Lots in Towers C and D are contained.

The above represents our understanding of the Section 32 **CONVERSION PLAN** upon which this Expert Advice is based.

68. He then states the foundation of his valuation opinion about the subsequent **Removal Plan**:

6.0 Creation Removal Plan

... The **REMOVAL PLAN** is to be registered after registration of the Pre-Conversion Plan.

The **REMOVAL PLAN** deals solely with Lot C, which allows Lot C to be removed from being a member of OC5 and OC8 and extinguishing of any unit or entitlement and liability for Lot C as a member of OC5 and OC8.

If the unanimous resolution to register the **REMOVAL PLAN** is not passed or ordered by a Tribunal or Court, then the following [will] occur:

- a. Upon Lot C being created from the Subdivision of Lot AS will be a member of OC1, OC5, OC8 and OC9.
- b. Any Lot created out of the Subdivision of Lot C will also be a member of the above.
- c. Only Lots that are members of the relevant Owners Corporation are entitled to use that Owners Corporation's relevant common property.
- d. The City of Melbourne will not permit Lots S8 and 8, S9 and 9, as well as S30 and 30 to be owned by separate owners. The effect of this requirement is that the occupants of these Lots will likely also be entitled to access and use each CP5 and CP8 despite not being required pursuant to Owners Corporations Act 2006 to pay any Should Lot C (and its subdivided Lots 8, 9 and 30) be members of OC5 and OC8 then:
 - I. The guests and employees of the Dorsett Hotel will be entitled to access and use the residential amenities on Level 9 of Towers C and D;
 - II. The employees of businesses operating from Lots 9 and 30 will also be entitled to access and use the residential amenities on Level 9 of Towers C and D.
- e. It has never been intended by the Developers that any occupants of the Dorsett Hotel Lot (Lot S9 or S30) should have access to and enjoyment of the residential amenities of Towers C and D.

The above represents our understanding of the **REMOVAL PLAN** upon which this Expert Advice is based.

Evidence confirming the accuracy of these assumptions and foundation

69. In other evidence received by the Tribunal, as noted earlier, Mr Craig Williams, who is a director of both applicants, swore an affidavit on 19 December 2023 in



which he gave evidence that to the best of his knowledge, information and belief 'the facts and matters set out in the statement of claim are true and correct'.⁵²

70. He explains that the planning permit included permission for the construction of four mixed use towers on the land in two stages. He extracts two helpful diagrams from the stage 1 endorsed plans that indicate the scale and layout of the approved development, which I reproduce below (recalling that this application relates to land to become part of CP1 airspace and built form of Towers 3 and 4 – also called Towers C and D – or other land solely within built form of Towers C and D):

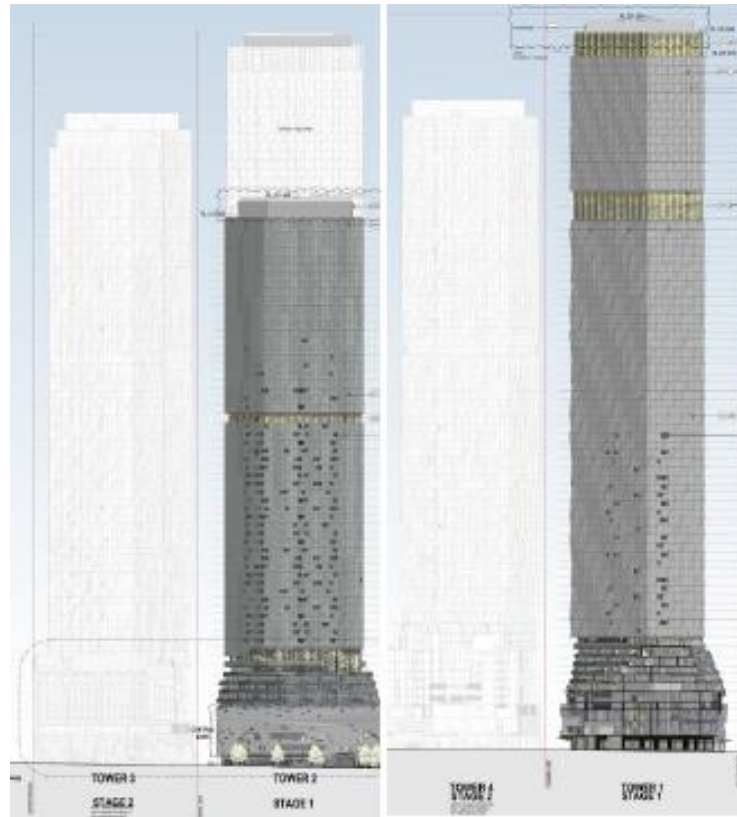
a. Birdseye (see CGW-1 p 55):⁵³



⁵² See Williams affidavit, para 6.

⁵³ ETB230.

- b. Looking from the north, with the drawing on the left showing the view from Little Lonsdale Street, and the drawing on the right showing the view mid-way through 'Central Lane' (see CGW-1, p 201-3):⁵⁴



71. Mr Williams states that 'as contemplated by the planning permit, a part of Towers C and D (in particular levels 1 to 10) projected beyond the western boundary of [then] Lot S3 and into airspace of [CP1] [called the Projection] from Towers C and D into the area on the endorsed plans identified as the central laneway'. He extracts part of the endorsed plan for stage 2 showing the

⁵⁴ ETB231.

Projection (“denoted with the red hatched line identified on the plan as the ‘staging line’”).



72. He narrates the detailed history of the subdivision, the dealings with the Council and the effect to be achieved of the Pre-Conversion Plan, the Conversion Plan and the Removal Plan (as well as the OC 9 Removal Plan and Final Plan) which are exhibited to his affidavit.

73. At paras 43 and 44, Mr Williams states: (my emphasis)

43. Whilst the remaining staged lots remain unsubdivided, FEC is prevented or restricted from being able to deal with and or sell lots on the Plan worth in excess of \$150,000,000, which include:

- a. *The Dorsett Hotel, which is meant to be Lot S8 and remains a part of Lot S13.*
- b. *A substantial commercial lot intended for use as a supermarket or educational facility, which is meant to be Lot S9 and remains a part of Lot S14*
- c. *A substantial retail / commercial lot intended for use as a childcare centre, which is meant to be Lot S30 and remains a part of Lot S14.*
- d. *18 residential lots in Tower D from level 3 to 8; which remain a part of Lot S14.*

44. *In addition to not being able to deal with the private lots that will be created out of the subdivision of Lots AS and remaining staged lots on the Plan, FEC is also prevented from converting to CP1, CP5, CP8 and CP9 parts of Towers C and D, which ought be common property resulting in FEC being in breach of its initial owner obligations prescribed by s. 68(4B) of the Owners Corporations Act 2006 ..., including making, inter alia:*

- a. *the whole façade (and its structure) each Tower on the Plan CP1;*

b. the *external terrace on level 9 of Towers C and D CP8*.⁵⁵

74. I accept Mr Williams' evidence and find that the effect of the changes to be made to the current plan and the developers' rationale for those changes, is as he states.
75. Taking into consideration the whole of Mr William's evidence, and that of the surveyor Mr Norman to which I will also return, I am satisfied that the assumptions on which Mr Rohan has based his valuation opinion are materially accurate. Further, I am also satisfied from his own descriptions of the basis of his valuation opinion, that he displays a comprehensive understanding of the subdivisional mechanics of what is to occur, and why, and what the intended outcome is to complete the final plan of subdivision.
76. Mr Rohan gives his reasons for opinion on valuation at para 7.0: (emphasis added)

Based on my full understanding of the process of the Subdivision of Lot AS into Lots A, B, C and the creation of the **Conversion Plan** and **Removal Plan**, I am of the opinion that the creation of these Plans is an integral process and provide the following comments and opinions:

- The [West Side Place] parent complex is one of the largest precinct developments in Melbourne, particularly in the CBD, comprising four (4) highrise towers, mixed use in nature, highly specified and for all intents and purposes now complete and occupied/operating, *but with some sections within the later Stages (as summarised herein) not complete or habitable* due to a Plan of Subdivision/Titling/Ownership Issue, rather than any structural or physical matters of non-compliance.

Whilst the areas impacted are comparatively small in the context of a complex of size, the current circumstances do not provide the completeness that the Project requires to be fully functional. ... [E]mpty commercial /retail 'shells' and apartments can create some apprehension amongst other unitholders, particularly if vacancies extend over a protracted time period with no certainty or timing as to a conclusion.

The registration of the two (2) Plans would alleviate this matter and further enhance the amenity of the parent complex, will allow the completion of the Tower C and D mixed use components which are at this stage designated for supermarket and child care use respectively, both important internal infrastructure components.

From a valuation perspective, it is quite conceivable that a valuer accessing any Lot in the parent complex, but particularly apartments within Tower D, could adopt a more cautious approach and increase the risk ratings (in the circumstances of a mortgagee report) once becoming aware of the current situation. If the Plans are registered, these circumstances would no longer

⁵⁵ Exhibiting at pp 2663 to 2678 of CGW-1, 'a marked up version of the Final Plan wherein that area marked up in pink are those areas of Lots S13 and S14 that ought be CP1, CP5, CP8 and CP9'.



apply and therefore Lots within [West Side Place] can be valued based on market evidence with no adjustments for uncertainty.

- The proposed alterations to the Plan of Subdivision will provide full compliance with the originally issued Planning Permit ensuring that all four (4) building facades are contained within CP1. There will be no unregistered or outstanding Planning matters of non-compliance requiring rectification by the Responsible Authority.
- *The proposed conversion of Lots A and B to CP1 and CP8 does not cause existing Lot owners any accessibility issues; whilst removing Lot C from being a member of OC5 and OC8 will not impact on any existing Lot owners use of CP5 or CP8.* Furthermore, if the Plan is not registered, guests and employees of the Dorsett Hotel and other businesses in Lots 9 and 30 will be entitled to use the amenities on Levels 9 of Towers C and D which was not the intention of the Developer and therefore Lot holders entitled to use these facilities may be aggrieved by these areas also being utilised by “outside” interests. The registration of the Plans would alleviate these concerns.
- *A common issue that often creates uncertainty in similar circumstances involving changes to [subdivisions of land affected by] Owners Corporations, whether physical, statutory or legal, is whether the changes will cause additional costs to the unitholders.* As outlined in Instructions, all occupants or Lot holders will be entitled to use and enjoy the benefit of the respective common properties without having to pay any additional fees or levies. On the assumption that this is formally documented, the registration of the Plans will maintain “quiet enjoyment” without the burden of any additional costs. This is considered to be a positive factor and would dispel any possibility that “outside” interests could also utilise these areas.
- The creation of the Plan could create two (2) Lots for several units. For example, we assume that Tower D residential apartment 302D may have the word “part” (abbreviated to PT) next to it, which is a legal description only and does not change the physical nature of size of the apartment and aligned accessory facilities, such as balcony/terraces. The “part” concept is not unusual, with some landholdings often held within several Lots; whilst in the circumstances of the apartments, the principal Lot can be separately Titled with the accessory unit, carparking and storage Lots also separately Titled, and thereby creating multiple Titles for one asset. In this instance, we understand that one (1) Title will only apply to the apartments; whilst the mixed use component (Lots S8, S9 and S30) will have two (2) Titles. This does not impact on value.



77. In summary he concludes at para 8.0:

Summary

...

Based on my inspection of the site, together with the detailed information and explanation as to the current issues and measures for rectification, I am satisfied that:

- a. The registration of the **CONVERSION PLAN** will not have any adverse impact on the value of the current Lots on the Plan.
- b. The registration of the **REMOVAL PLAN** will not have any adverse impact on the value of the current Lots in Towers C and D.

All matters considered, I am satisfied that the registration of both Plans will have a positive impact on the value of the current Lots on the Plan, together with the current Lots in Towers C and D.

78. I accept that evidence of valuation, and make that factual finding based on his expert opinion about it.

79. I also accept his other observations, which are not strictly opinions about valuation but rather aspects that lead to the assessment of valuation, including impacts on lot owner land use and enjoyment (including enjoyment of general amenity within the buildings) that:

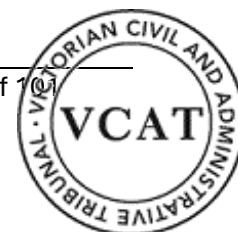
- a. The implementation of the proposed plans are necessary to remedy the fact that ‘some sections within the later Stages... [are] not complete or habitable due to a Plan of Subdivision/Titling/Ownership Issue’;
- b. Retail and residential vacancies arising from the non-completion of the subdivision and the inability to settle property sales could reduce demand lots or value of lots in the development;
- c. Without the completed subdivision, internal infrastructure such as a supermarket and a childcare facility cannot be completed; and
- d. Registration of the proposed plans would preserve the quiet and exclusive enjoyment of shared facilities that are part of common property.

Alan Norman, licenced surveyor

80. I now turn to other evidence about the land use consequences and financial consequences.

81. As mentioned, Mr Alan Norman, a Licenced Surveyor, prepared an Expert Report dated 2 May 2024.⁵⁶ An experienced licenced surveyor since 1986, he has expertise in cadastral surveying, with a particular specialisation in title re-establishment and complex subdivisions involving and creating owners corporations.

⁵⁶ ETB106.



82. I accept his statement of professional qualifications and that he has expertise in this area to give the expert evidence contained in his report.⁵⁷
83. Regarding the impact on the rights of existing lot owners to the use and enjoyment of land in the subdivision, his opinion is that:
- the **Conversion Plan** converting part of Lot AS to CP1 and CP8 ‘does not change how an *existing lot owner* uses or accesses their lot’ (noting that Lot AS itself is presently owned by the developers);
 - the conversion of Lot B to CP8 will result in a better outcome for members of OC8 as it ensures their exclusive use of the amenities; and
 - the removal of Lot C’s membership of OC5 and OC8 will not interfere with any existing ‘non-developer’ lot owner’s use and enjoyment of CP5 or CP8.
84. Regarding the financial impact on lot owners, his opinion is that:
- the registration of the **Conversion Plan** and the **Removal Plan** will cause a change in the total units of lot entitlements and liabilities, noting that the financial impacts of the change for lot owners individually is negligible.
85. He summarises the financial impacts of the proposed plans as such:
- a. The conversion of Lots A and B to CP1 and CP9 would cause an increase to the total levy contributions across all other lot owners of OC1, OC5 and OC8 of nearly \$60;⁵⁸ and
 - b. The removal of Lot C from OC5 and OC8 causes a total financial impact of ‘less than \$1 and can be considered as negligible’.⁵⁹
86. Regarding other impacts affecting present and future lot owners, he also expresses the opinion that the developer, as the initial owner, would be in breach of s 68(4B) of the *Owners Corporations Act* if the land subdivision retained Lot A and Lot B as private lots, as in his experience the land in those proposed lots would normally be common property.
87. I accept Mr Norman’s evidence and the opinions he expresses.
88. He also states, and I accept: (my emphasis)
36. *It is common practice, in developments of this size and nature, that airspace and building facades are included in Common Property.*
37. The **Conversion Plan** ... converts Lot A to Common Property No.1. *This has the effect of placing the entire building façade of Towers C and D within*

⁵⁷ His letter of instruction was not included in the electronic Tribunal Book. Being briefed at about the same time as Mr Rohan, I infer that he was given the same or similar contextual instructions. Mr Norman states the questions to which his expert opinion is addressed in his written report.

⁵⁸ ETB150, at para 72.

⁵⁹ ETB150, at para 76.



Common Property No.1 which is consistent with the rest of the buildings in the development as defined in the Registered Plan.

38. Lot A will only abut Common Property No.1 or Lot S14 so does not abut or have any other impact on any other existing lots.

39. Thus *converting Lot A to Common Property No.1 will not change how an existing lot owner uses and accesses their lot.*

40. The Conversion Plan ... also seeks to convert Lot B to Common Property No.8. Lot B is part of the external terrace on level 9 of Towers C and D which includes the low-rise amenities set aside as Common Property No.8 for the residential lots in Towers C and D.

41. *Lot B will only abut Common Property No.1 or Lot S14 so does not abut or have any other impact on any other existing lots.*

42. *Thus converting Lot B to Common Property No.8 will not change how an existing lot owner uses and accesses their lot.*

43. *The conversion of Lot A to Common Property No.1 and Lot B to Common Property No.8 results in a better outcome for existing lots in Towers C and D in my opinion.*

89. At paras 44 – 51 of his report, Mr Norman gives his reasons for his opinion that removing Lot C from being a member of OC5 and OC8 will not interfere with any existing non-developer lot owner’s use and enjoyment of CP5 or CP8. At paras 52 – 58, he also gives his reasons for his opinion that registration of the Conversion Plan and the Removal Plan will cause a change in the total units of lot entitlements and liabilities, but that the change is so small in comparison to the total registered units that it has no impact on the fees that each lot owner pays as a member of OC1, OC5 and OC8. It is unnecessary to set them out again. I accept his reasoning and conclusions.
90. I return to Mr Norman’s opinion about s 68(4B) of the *Owners Corporations Act* requiring the developer to ensure that it ‘should not designate as a private lot what normally would be *common property* or *services* of the owners corporation’. Mr Norman’s observations at paras 59 – 60 are worth setting out. They highlight a feature of this case concerning an amendment to a plan of subdivision, that land developers have certain legal obligations under a range of different laws⁶⁰ and the legal obligations on a land developer in s 68(4B), in their turn, protect all owners of all lots as a whole, both present and future, in a subdivision of land affected by the owners corporation. They are not simply contextually relevant to Mr Norman’s opinion. They are also a relevant consideration, in the exercise by the Tribunal of its discretionary statutory powers to make orders as they affect subdivisions of land affected by owners corporations, whether under the *Subdivision Act* or *Owners Corporations Act*. As Mr Norman explains: (emphasis added)

⁶⁰ See also s 126(1) and (2) of the *Planning and Environment Act 1987* (Vic).
VCAT Reference No. OC1624/2023



59. The land currently known as Lot AS and proposed to be subdivided and become Lots A, B and C physically comprises of airspace and part of the building structure along the west side of Towers C and D. [The **Conversion Plan**] converts Lots A and B into [CP1] and [CP8] respectively. Lot C is to be further subdivided. *In my opinion, from the information I have been provided, features such as the airspace between the Towers on the plan and parts of the building structure fit within the legislative requirements of Section 68(4B) of the Owners Corporation Act and should be designated as [CP1] and [CP8] as proposed in the Conversion Plan and not as a part of a private Lot.*

60. *In normal practice airspace and the building facades are in almost all circumstances included in the Common Property in a development of this size and nature in line with the requirements of Section 68(4B).*

91. I observe that relevant to this legislative requirement is also s 47(1) of the *Owners Corporations Act*, which requires that:

An owners corporation must repair and maintain a *service* in or relating to a lot that is for the benefit of more than one lot and the common property.

In that section, ‘service’ includes a service for which an *easement or right* is implied over the land affected by the owners corporation or for the benefit of each lot and any common property by section 12(2) of the *Subdivision Act*.⁶¹

92. Referring to other land use and financial consequences for lot owners, a ‘specific query’ asked of Mr Norman was:⁶²

To review ‘whether it is just and equitable for Lot C to be removed as a member of OC 5 and OC 8 with the said Owners Corporations schedules of lot entitlements and liabilities to be accordingly amended?’

93. The language of ‘just and equitable’ here is an open question for expert opinion, not the legal test to be applied in this case. It does, however, find legislative foundation in the method by which lot liability was previously required to be determined, prior to recent amendments to the *Subdivision Act*.⁶³

⁶¹ A **Note** to the section states:

The easements or rights that may be implied under section 12(2) of the *Subdivision Act 1988* are those necessary to provide—

- support, shelter or protection;
- passage or provision of water, sewerage, drainage, gas, electricity, garbage, air or any other service of whatever nature (including telephone, radio, television and data transmission);
- rights of way;
- full, free and uninterrupted access to and use of light for windows, doors or other openings;
- maintenance of overhanging eaves.

⁶² Noted at ETB148, p 12.

⁶³ As recent cases in the Supreme Court have discussed, *alterations* to lot liability in a plan, under the former s 33(3) of the *Subdivision Act*, required consideration of whether it was just and equitable. See *The Concept Developer Pty Ltd v Conroy* [2015] VSC 464 at [48] – [54] (Dixon J), holding at [50]:

whether a lot liability is *just and equitable* is not to be determined in accordance with fixed rules. It is a question of fact to be resolved in all of the circumstances in a principled way. The relevant circumstances are revealed by the statutory purposes and text.



94. In addressing that question asked of him, Mr Norman sets out the assumptions he has made:

61. ... it is my understanding that Lot C is to be subdivided out of Lot AS and that it is contained within Towers C and D from the first storey to the eighth storey. Additionally, I understand that it is intended that Lot C will be further subdivided by the Final Plan to create Lot 8, 9 and 30.

62. Lot C is intended to be further subdivided to create:

- Lot 8, which will sit adjacent to Lot S8 and form part of the Dorsett Hotel and is only a member of [OC1] (with respect to Lot S8);
- Lot 9, which will sit adjacent to Lot S9, which is to be a supermarket or educational centre across a substantial part of Level 1 in Towers C and D;
- Lot 30, which will sit adjacent to Lot S30, which is to be a childcare centre in Tower D.

63. [CP5] includes the lifts and corridors that service the residential lots in Tower D. The members of [OC5] are all the residential lots in Tower D. This does not include Lot S8, the Dorsett Hotel, which runs from ground floor to level 10.

64. [CP8] is the low - rise amenities located on Level 9 of Towers C and D. The members of [OC8] are all the residential lots in Towers C and D.

65. As Lot C is to be subdivided to create parts of future commercial lots and [CP5] and [CP8] are for residential facilities and functions *it would be inappropriate and inequitable in my opinion for Lot C to be a member of these Owners Corporations*, should Lot C (and the lots created out of its subdivision) remain a member then the occupants of these commercial lots (which according to the Final Plan appear to be significant in size) will be entitled to use [CP5] and [CP8] despite not being required to contribute an

See also *Real Estate Victoria Pty Ltd v Owners Corporation No 1 PS332430W* [2021] VSC 373. I recently examined in some detail and applied both cases as precedents in *Richardson v Goldstone* (Owners Corporations) [2024] VCAT 582 (21 June 2024) (*'Richardson v Goldstone'*). In the context of amendments to the *Subdivision Act* brought about by the *Owners Corporations and Other Acts Amendment Act 2021* (Vic), No. 4/2021 (enacted on 23 February 2021, in effect 1 December 2021) I noted at para [17d]: (typographical error corrected)

Previously, [i.e. prior to 1 December 2021] to alter **lot liability** in the plan of subdivision required the owners corporation to 'consider the amount that it would be just and equitable for the owner of the lot to contribute towards the administrative and general expenses of the owners corporation': see former s 33(3).

Now, under the current s 33(2) the owners corporation again 'must act in accordance with section 27F(4)', which sets out more prescriptive criteria for **lot liability** when a plan of subdivision is lodged for registration.

I also discussed in *Richardson v Goldstone* at para [49] – [51] and [389] – [390], that when the plan of subdivision in that case was lodged in 2009 there had been no specific statutory criteria under s 27(3) and s 27F(2) of the *Subdivision Act*, to allocate 'lot entitlement' and 'lot liability' on registration of a plan of subdivision of land in Victoria which was affected by an owners corporation. The old s 27F(2)(a) had simply required a plan to create a subdivision with an owners corporation to be accompanied by a document 'specifying the basis for the allocation of lot entitlement and lot liability'. In that case, I received evidence from another licenced surveyor that the 'generic guide' provided by Land Victoria in use at the time of registration of the plan of subdivision in that case contained the wording: (emphasis added)

In determining the Lot Liability, regard has been had to the amount that is *just and equitable* for the owner of each lot to contribute toward the administrative and general expenses of the Owners Corporation.



equitable amount of fees for the use and enjoyment of those common properties due to Lot C having such a small lot liability. In other words, if Lot C is not removed from the membership of [OC5] and [OC8] any subsequent non-residential lots containing parts of Lot C will inherit unintended and inappropriate rights to access and use [CP5] and [CP8].

66. *The removal of Lot C from [OC5] and [OC8] does not interfere with any existing owners use and enjoyment of either [CP5] or [CP8].*

67. *I also believe that the proposed changes will have a negligible impact on all private lot owners and the use and enjoyment of their property, and the fees paid by member lots of the relevant Owners Corporations. This is due to the minor amendments to the Entitlement and Liability figures as discussed in sections 53-60 above. The total effect on the levies of [OC5] and [OC8] would be \$ 0.75, which is negligible.*

68. *On the basis of the above, it is fair and equitable for Lot C to be removed from the membership of [OC5] and [OC8] and the total entitlement and liabilities figures for those Owners Corporations to be amended accordingly.*

95. Having given his opinion that removal of Lot C from membership of OC5 and OC8 is 'fair and equitable', he then summarises his ultimate conclusions in the following way: (again my emphasis)

69. *I have reviewed the information provided and other relevant information and based on my assessment, it is my view that the proposed actions in relation to Lot AS, and subsequently, Lots A, B and C, are appropriate, and, in the circumstances, necessary, in the context of the development and the proper use and enjoyment of all of the existing and proposed lots and common properties.*

70. *The conversion of (proposed) Lots A and B to Common Property No.1 and Common Property No.8 respectively is appropriate and consistent with all other buildings in this development and industry standard practice for this type of subdivision. It is also necessary to ensure compliance with the intent of Sec 68(4B) of the Owners Corporation Act 2021.*

71. *The conversion of Lots A and B to Common Property No.1 and Common Property No.8 does not adversely affect the use of or access to any existing lot on the plan that is not currently owned by the developer.*

72. *Following their conversion to Common Property No.1 and No.9, Lots A and B will be removed from membership of all relevant Owners Corporations. The total financial consequence of this alteration, across all affected Owners Corporations, is less than \$60 and can be reasonably considered as negligible in my view.*

73. *The removal of (proposed) Lot C from membership of Owners Corporation 5 and Owners Corporation 8 is appropriate based on its location within the building and its intended future use as part of the non-residential parts of the development.*

74. *The removal of Lot C from membership of [OC5] and [OC8] will not have any adverse effect on the use of or access to any existing lot on the plan that is not currently owned by the developer.*



75. *The removal of Lot C from the membership of [OC5] and [OC8] is necessary to ensure that subsequent non-residential lots containing parts of Lot C do not inherit unintended and inappropriate rights to access and use Common Properties No. 5 and No. 8.*

76. *The total financial consequence of removing Lot C from [OC5] and [OC8] is less than \$1 and can be considered as negligible.*

96. I accept Mr Norman's evidence and the opinions he expresses and make the findings in the above emphasised passages of paras 65 – 76 of his report.

Other affidavit evidence

97. In addition to these two expert reports, numerous affidavits were filed by the applicants, all of which were admitted into evidence (some of which I have already referred to).

98. In chronological order they are listed in the Tribunal Book index as affidavits of:

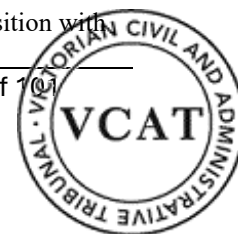
- Analia Fernanda Valleau sworn 8 December 2023 (**Valleau Affidavit**);
- Craig Grenfell Williams sworn 19 December 2023 (**Williams Affidavit**);
- Robert Campbell Savage sworn 25 January 2024 (**First Savage Affidavit**);
- Anthony James Pelham Wilkinson sworn 6 May 2024 (**First Wilkinson Affidavit**);
- Robert Campbell Savage sworn 6 May 2024 (**Second Savage Affidavit**);
- Robert Campbell Savage sworn 25 July 2024 (**Third Savage Affidavit**);⁶⁴
- Anthony James Pelham Wilkinson sworn 25 July 2024 (**Second Wilkinson Affidavit**);
- Anthony James Pelham Wilkinson sworn 30 July 2024 (**Third Wilkinson Affidavit**);
- Kaela Southwell sworn 1 August 2024 (**Southwell Affidavit**);⁶⁵
- John Gunn sworn 30 August 2024 (**Gunn Affidavit**);⁶⁶
- Anthony James Pelham Wilkinson sworn 30 August 2024 (**Fourth Wilkinson Affidavit**).⁶⁷

⁶⁴ Which provides evidence of the consent of potential administrator sought to be appointed.

⁶⁵ Providing evidence of service of numerous initial requests for consent to register the Conversion Plan and the Removal Plan as required by section 22 of the *Subdivision Act*.

⁶⁶ Providing evidence on the relevant ballot being issued by the respondent owners corporations to approve to sought alterations to Plan of Subdivision PS746092G – Exhibit JG-4.

⁶⁷ Providing evidence of the applicants' ongoing ownership at West Side Place and the change of position with respect to HSBC Bank Australia Limited.



99. An additional affidavit sworn and filed after the Tribunal Book was prepared, and also admitted into evidence, was the further affidavit of:

- Anthony James Pelham Wilkinson sworn 18 September 2024 (**Fifth Wilkinson Affidavit**).

100. I now deal with the important parts of that evidence and the materials exhibited.

Present difficulties in completion of the Plan of Subdivision

101. As should by now be clear, the difficulties that have beset the completion of the *subdivision* of land in this billion-dollar⁶⁸ Melbourne CBD land development is that it needs the plan of subdivision to be amended to bring that about.

102. As I have said, whether a mistake was made, or whether it is a ‘timing’ issue, or the developers proceeded under an assumption that proved not to be on firm ground about what was required to complete the plan of subdivision as intended, or whether changes in the legal landscape affecting the legislation and legal interpretation of legislation governing land subdivision affected by owners corporations in Victoria have brought about these current difficulties for the developers, it is unnecessary to express any opinion.

103. The simple fact of the matter is that the completion of the ‘land subdivision’ for the building development, by which I mean the division of land in three dimensional space for private land ownership, now cannot occur without relief being granted by ‘order’ of the Tribunal.

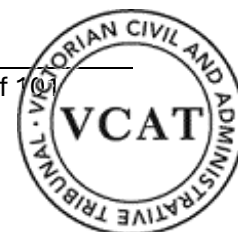
104. To summarise the material facts it is sufficient to say that the ‘construction’ of both stages of the *building development* is now substantially complete, but the *subdivision of land* within the development into three dimensional space is not. The present difficulties in now amending the current plan of subdivision to accord with the planning permit (and the basis on which lots have been marketed, sold off-the-plan and many settled) emanates from the facts that:

- a. the developers have sold and transferred lots to off-the-plan purchasers before the *subdivision of land* within in the *building development* was fully completed;⁶⁹

⁶⁸ At different stages during this and an earlier application affecting this subdivision, the Tribunal was informed about the total values of land affected by the application.

⁶⁹ Adopting the applicant’s submissions summary at [9] of Williams Affidavit, [26] and ex CGW-1 pp 1912 – 1924, the current situation is that:

- a. The western side (stage 1- Towers 1 and 2, also called Towers A and B) has been subdivided and the contracts of sale of lots have ‘predominantly’ settled.
- b. On the eastern side (stage 2 – Towers C and D) was initially delayed by ‘the failure to register an earlier subdivision for Lot AS’.⁶⁹
- c. ‘Originally, the whole of Towers C and D could not settle. However, the applicants were able to subdivide those parts of Towers C and D whose boundaries were not affected by Lot AS’.
- d. This left ‘a much smaller number of allotments’ unsubdivided in stage 2. These include currently named lots S13 and S14 in the currently registered Plan:
‘which are intended to be used to create:
 - a. lot S8, intended to be the Dorsett Hotel running from the ground to level 10;



- b. as a result, the developers now only own some of the total lots in the relevantly affected owners corporations (being the respondents OC1, OC5 and OC8) and thus no longer have the legal power to control the decision making of those owners corporations, as statutory entities, with statutory powers to apply to the Registrar to amend their plan of subdivision if they obtain a unanimous vote of members in favour of the action to amend the plan; and
- c. not only can they the affected owners corporations longer can pass any ‘unanimous resolutions’ required to authorise the owners corporations to apply to the Registrar to amend the Plan of Subdivision to complete the land subdivision, nor can they obtain the written consents of the ever changing ‘interested persons’, that are required under s 22(1)(da) of the *Subdivision Act* before the Registrar may register the lodged amendment to the Plan.

Chronology of lot owner’s ballot

105. In an attempt to authorise the owners corporations to complete the land subdivision by passing a unanimous resolution – as is required by s 32 of the *Subdivision Act*⁷⁰ – in October 2023, OC1, OC5, OC8 and OC9 conducted a postal ballot⁷¹ to all lot owner members at that time, seeking their ‘vote’ consenting to four resolutions that collectively would give effect to the Conversion Plan and the Removal Plan (once Lot AS is converted into Lots A, B and C) so as to:

- a. convert Lots A and B into CP1 and CP8 respectively;
- b. remove Lot C as a member of OC5 and OC8;
- c. remove Lot C from OC9; and

-
- b. lot S9, intended to be a supermarket or education facility;
 - c. lot S30, intended to be a childcare centre;
 - d. 5 retail lots on the ground level; and
 - e. 18 residential lots on the south west corner from level 3 to 8’.

⁷⁰ See relevantly Div 3, s 32 Powers to alter subdivision, paras (c), (d), (e) and (k) and s 32AD Registration of plan.

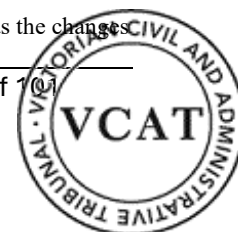
⁷¹ ETB2578ff: Notice of postal ballot for OC1, OC5, OC8 and OC9 dated 25 October 2023. The notice states (at ETB2579):

It is FEC’s position that the following needs to occur for the completion of the subdivision of WSP;

1. Convert the relevant parts of Lots A and B that will be created from the subdivision of Lot AS into CP1 and CP8 respectively and extinguish any relevant lot entitlement and liability.
2. Once created from the subdivision of Lot AS:
 - a. remove Lot C from OC 5 and OC 8;
 - b. remove Lots C, 302D, 303D, 304D, 402D, 403D, 404D, 502D, 503D, 602D, 604D, 702D, 703D, 803D from OC 9.

The financial impact on lot owners of effecting the above proposal is negligible. For OC1, there are plus 265,000 units of lot liability for the Plan. The removal of less than 1 unit of lot liability from OC1, OC5, OC8 and OC 9 will not materially impact owners’ annual fees in FEC’s view.

A lot owner’s existing use and enjoyment of CP1 and CP8 will not be negatively impacted ... either as the changes do not take away any existing use and enjoyment of CP1 and CP8.



- d. extinguish all lot entitlement and lot liability of any lot removed from the membership of any owners corporation.⁷²

106. Quoting from the applicants' submissions, I accept the summary of the ballot as follows:

- [16] The Ballot closed on 20 November 2023.⁷³
- [17] Only 15 lot owners independent of the applicants voted in the Ballot.
- [18] The owners of 8 prime lots and 2 accessory lots voted in favour of the resolutions in the Ballot.
- [19] The owners of 7 prime lots⁷⁴ voted against the resolutions (apart from the resolution in respect of the OC 9 Removal Plan).⁷⁵...
- [20] The resolution for the removal of Lot C from OC 9 and extinguishing lot entitlement and liability for that lot in OC 9 was successful, the remainder were not.
- [21] In terms of lot entitlement on the voting outcome of the unsuccessful resolutions:⁷⁶
- a. those who voted *for* were, on average, between 47.83% to 49.97% of the total lot entitlement (including the applicants' vote);
 - b. those who voted *against* were, on average, less than 0.35% of the total lot entitlement of each of OC 1, OC 2 and OC5; and
 - c. those who did not vote were, on average, between 49.69% and 52.04% of the total lot entitlement.⁷⁷
- [22] ... there was considerable voting apathy by reason of the large number of members who did not vote at all.

VCAT proceedings commenced 21 December 2023

⁷² Explaining at [15]:

In order to explain the need for adjustment of lot entitlement and liability, Lot AS is a member of OC1, OC5, OC8 and OC9 as it spans the podium and therefore those areas of common property controlled by those owners corporations. Because Lot AS is intended to be subdivided into either common property, commercial private lots or residential private lots, there must be an adjustment to the owners corporations that those subdivided lots were previously members of by reason of Lot AS's membership, to reflect the new lot's identity. This is because, when subdivided, the new lots automatically retain the membership of the parent lot. For instance, where a residential private lot is being created, it is inapposite for that lot to remain a member of a retail owners corporation. Vice versa for a commercial or retail private lot. Common property cannot be a member of any owners corporation. It is noted that OC5 and OC8 are owners corporations that are controlling residential common property, and therefore it is inapposite for a commercial lot (ie Lot C) to be a member of same. OC9 is the owners corporation in respect of all retail and commercial lots.

⁷³ Williams Affidavit, [37].

⁷⁴ Noting there is an error in the Williams Affidavit at [38], identifying 8 owners voting against the resolutions in the Ballot, whereas only 7 owners voted against, based on the exhibits at ex CGW-1 pp 2287 to 2417.

⁷⁵ Williams Affidavit, [38] and ex CGW-1 pp 2287 – 2417. I note from the table produced in the submissions naming the individual lot owners, that their lot entitlement/liability in OC1 is 87/87; 53/53; 54/54; 57/57; 59/59; 58/58; 82/82 or 450 units in total out of **269,998 units, or 0.166% of the total votes**: see ETB2948 being Owners Corporations Search Report dated 12 October 2023 for OC1.

⁷⁶ Noting that a unanimous resolution by ballot is determined by lot entitlement: *Owners Corporations Act* s 95(a).

⁷⁷ Williams Affidavit ex CGW-1 pp 2418 – 2419.



107. On 21 December 2023, the applicants commenced this Tribunal proceeding, seeking orders consenting on behalf of those who either refused to vote or did not vote in favour of resolutions to give effect to the Conversion Plan and the Removal Plan, including those who had voted ‘no’ in the ballot.
108. On 4 January 2024, the Tribunal made orders requiring, amongst other things, copies of the documents filed in the proceeding to be served on all lot owners, and a notice requesting any ‘Objecting Owner’ who objects to and opposes the applicants’ application or refuses consent to the registration of the Conversion Plan and Removal Plan to give notice to the applicants’ solicitor and Tribunal by 29 January 2024.
109. The outcome of that Tribunal direction is described in the applicants’ submissions at paras [25]-[34], referring to the evidence on which it is based, which I accept:

[25] On 12 and 17 January 2024, the applicants’ solicitor posted and emailed (respectively) to the lot owners the relevant documents and notice required to be served pursuant to the orders made on 4 January 2024.⁷⁸

[26] The applicants received responses and inquiries from 19 separate lot owners.

[27] Only one lot owner ... lodged an objection with the Tribunal to give effect to the Conversion Plan and the Removal Plan.⁷⁹ This reiterated their previous position expressed in the Ballot.

[28] On or about 25 January 2024 the applicants sent out a further letter to all lot owners, given the lack of responses received.⁸⁰ This further letter explained, amongst other things, that the change in the financial contributions of each lot owner as a result of the change would be in the order of between 1 and 5 cents per annum.⁸¹

[29] In response to the second letter issued by the applicants, twenty of the lot owners provided responses advising their consent to the Conversion Plan and the Removal Plan.⁸² No further objections were received.⁸³

[30] Further, those persons who had initially voted against the registration of the Conversion Plan and the Removal Plan in the Ballot reversed their position and provided consent.⁸⁴ That is, each member [who originally refused to consent]⁸⁵ has explicitly and unequivocally consented to the registration of the Conversion Plan and the Removal Plan.

[31] *As such, now there is no member of OC 1, OC 5 or OC 8 who refuses consent to the alteration of the Plan by registration of the Conversion Plan and the Removal Plan.*

⁷⁹ Second Wilkinson Affidavit, [9].

⁸⁰ Second Wilkinson Affidavit, [11], and [12], and ex AJPW-2, pp 238 to 297.

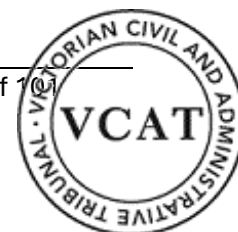
⁸¹ Second Wilkinson Affidavit, [12].

⁸² Second Wilkinson Affidavit, [13], and ex AJPW-2, pp 298 to 356.

⁸³ Second Wilkinson Affidavit, [14].

⁸⁴ Second Wilkinson Affidavit, [16], and ex AJPW-2, pp 357 to 572.

⁸⁵ Set out in para [19] of the submission.



[32] Further, there are now 42 lot owners who expressly consent to the alteration of the Plan by registration of the Conversion Plan and the Removal Plan, in addition to the applicants.⁸⁶

[33] In respect of each owners corporation, there is considerable lot entitlement that did not vote. In particular:

- a. OC5 and OC8 had, respectively, 29,097 out of 58,559 (49.69%) and 55,901 out of 107,410 (52.04%) units of entitlement not voting for either of resolution 1, 2 and 3 (ie, for the Conversion Plan and the Removal Plan);⁸⁷ and
- b. OC1 had 140,343 out of 269,998 (51.98%) and 140,411 out of 269,998 (52%) units of entitlement not voting for either of resolution 1 and resolution 2 (respectively) (ie for the Conversion Plan).⁸⁸

[34] Excluding super lots, staged lots and accessory lots, ... this represents:

- a. 393 lot owners *not voting* in OC5;
- b. 755 lot owners *not voting* in OC8; and
- c. 1,898 lot owners *not voting* in OC1.

110. I accept that submission as accurate.

111. Put differently:

- a. About 48% of lot owners in each of the owners corporation OC1, OC5 and OC8 voted 'yes' in the November 2023 ballot;
- b. Each of the 7 lot owners who voted 'no' in the ballot has since withdrawn their objection and given their consent;
- c. Some lot owners who did not vote have also now given their consent;
- d. There remains considerable voter apathy with about 52% of OC1, 50% of OC5 and 52% of OC8 who did not vote at all, and who did not respond to the notice ordered by the Tribunal to be served on them, about whether they opposed the Tribunal making orders in this proceeding.

This clearly demonstrates not only a high level of voter apathy but also the need for Tribunal intervention in the circumstances where the current plan is not the Final Plan required to be compliant with the planning permit and where the current plan does not comply with the requirements of the other legislative provisions in the *Owners Corporations Act* to which I have referred.

Non-consenting 'interested persons'

112. Obtaining the written consent of interested persons is also required for the amendment of the plan of subdivision.⁸⁹ It has not come easily for the applicants.

⁸⁶ Second Wilkinson Affidavit, [19].

⁸⁷ Williams Affidavit, ex CGW-1, pp 2418 to 2419.

⁸⁸ Second Wilkinson Affidavit, [19].

⁸⁹ *Subdivision Act* s 22(1)(da) and (1A).



113. For some considerable period of time there had been a handful of ‘refusing to consent’ interested persons, among them registered mortgagees and caveators claiming a fee simple interest in land. Because of this, during the course of this Tribunal proceeding, leave was given to the developers to commence separate legal proceedings in the Supreme Court of Victoria, to be brought in the name of the affected owners corporations (at the developers’ expense and risk on conditions of undertakings given to the Tribunal)⁹⁰, against those ‘refusing to consent’ interested persons, for orders from the Supreme Court under **Part 4 – Registration of Certified Plans** of the *Subdivision Act*, s 22(1E) and (1F) giving their consent to the registration of the **proposed alteration to the Plan of Subdivision**.
114. Having commenced that Supreme Court proceeding, on 8 August 2024 the applicants sought (by letter to the President of the Tribunal) an order pursuant to s 29 of the VCAT Act, that he appoint a Justice of the Supreme Court of Victoria who also sits in the Tribunal to hear and determine this VCAT proceeding OC1624/2023 and Supreme Court proceeding S ECI 2024 04044.
115. Sometime that same day the named defendant to the Supreme Court Proceeding apparently changed its position. This resulted in the applicants not needing an order under s 29 of the VCAT Act as the Supreme Court proceeding was no longer to be progressed by the applicants in the name of the owners corporations. On 9 August 2024, the applicants wrote to the President to withdraw their request for an order pursuant to s 29 of the VCAT Act and instead requested that a final hearing be conducted by a member of this Tribunal as soon as possible.
116. As I shall come to, I am satisfied that the orders sought for consent of remaining interested persons is a matter within the Tribunal’s jurisdiction in an application under s 34D(1)(c) of the *Subdivision Act*.
117. As I will also explain, I am also satisfied that there is currently no ‘refusing to consent’ interested person in respect to whom the Tribunal would have no statutory power to make an order under s 34D(6) of the *Subdivision Act* in an application under s 34D(1)(c), which statutory jurisdiction (and thus power to make an order) is confined in its scope to persons falling within the categories in s 34D(5)(a)-(c).⁹¹

Purpose of the Subdivision Act and Owners Corporations Act

118. I turn now to answer the legal questions raised in this decision:

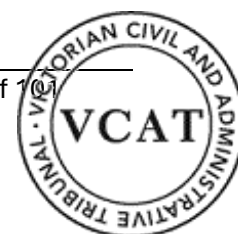
⁹⁰ I discuss this in more detail in my concluding remarks.

⁹¹ It is thus longer a matter where an application must be made to the Supreme Court for an order under the *Subdivision Act*, **Part 4 – Registration of Certified Plans**, s 22(1E) and (1F), for consent to the registration of the plan of any ‘person whose consent to the registration of the plan is required *refuses* consent’, which I observe, the Supreme Court alone may give ‘if satisfied that the refusal of consent was unreasonable’.



- a. is it appropriate for an administrator to be appointed to the respondent owners corporations under s 174 of the *Owners Corporations Act*, or is it appropriate in the application under s 34D(1)(b) of the *Subdivision Act* for orders to be made under s 34D(6) consenting on behalf of lot owners affected by those owners corporations, to enable the owners corporations to lodge with the Registrar the proposed amending plans of subdivision?
 - b. is it appropriate for orders to be made in the application under s 34D(1)(c) of the *Subdivision Act* consenting on behalf of interested persons in relation to the registration of the proposed amending plans of subdivision?
119. It is necessary to consider the whole of this application to the Tribunal in the light of the statutory purposes of the *Subdivision Act* and *Owners Corporations Act* as they relate to altering plans of subdivision of land affected by an owners corporation.
120. A clear and underpinning purpose of the *Subdivision Act* is to enable and facilitate the completion of land subdivisions generally, and those affected by owners corporations in particular, for which planning approval has been given.
121. The stated purposes in s 1 of the *Subdivision Act*, include to:
- (a) set out the procedure for the subdivision and consolidation of land, including buildings and airspace, and for the creation, variation or removal of easements or restrictions; and
 - (b) regulate the management of and dealings with common property and the constitution and operation of owners corporations.⁹²
122. The internal functions and powers of owners corporations are now governed by the *Owners Corporations Act*. That Act's main purposes as described in s 1 are:
- (a) to provide for the management, powers and functions of owners corporations; and
 - (b) to provide for appropriate mechanisms for the resolution of disputes relating to owners corporations; and
 - (c) to amend the *Subdivision Act 1988* in relation to the creation of owners corporations.
123. Under the *Subdivision Act*, where a land subdivision is affected by an owners corporation, Part 5 dealing with '**Subdivisions with owners corporations**', confers on this Tribunal original jurisdiction in regard to a catalogue of **Disputes and other proceedings relating to owners corporations** set out in Part 5, Div 5.
124. Under ss 34D(1)(a)(b) and (c) – contained within Part 5 Div 5 – VCAT has specific jurisdiction to hear and determine '**Applications relating to plans**'.

⁹² Section 1(b) was amended by No 42/2017 s 47.



125. A ‘member’ of an owners corporation (namely a lot ‘owner’⁹³), an owners corporation, an administrator of an owners corporation or a person with an interest in land affected by an owners corporation, may apply to VCAT under:
- (a) Section 34D(1)(a) – for an *order* requiring or authorising the owners corporation to do any of the things set out in s 32 and s 33 of the *Subdivision Act*;
 - (b) Section 34D(1)(b) – for an *order* consenting on behalf of a member or group of members of an owners corporation to the doing by the owners corporation of any of the things set out in s 32 and s 33 of the *Subdivision Act*;
 - (c) Section 34D(1)(c) – for an *order* consenting on behalf of a person whose consent to the registration of the plan is required under s 22 of the *Subdivision Act*.
126. Where a subdivision is affected by an owners corporation, one of the additional specific powers given to the Tribunal under the *Owners Corporations Act* is to make orders appointing an administrator under **Part 11 – Applications to VCAT, Div 4 – Appointment of administrator**, ss 173 – 177.
127. Those sections provide: (my emphasis)

173 Application for appointment of administrator

An owners corporation, a lot owner, a creditor of an owners corporation or any person with an interest in land affected by an owners corporation *may apply to VCAT for the appointment of an administrator for the owners corporation.*

174 Appointment of administrator

On an application under section 173, VCAT may—

- (a) *appoint an administrator and set down terms and conditions of the appointment; or*
- (b) *make any other order it thinks fit.*

175 Remuneration of administrator

The lot owners must pay the remuneration and expenses of the administrator in accordance with their lot liabilities or, *if the order otherwise provides, in accordance with the order.*

176 Powers and responsibilities of administrator

An administrator—

- (a) must lodge with the Registrar a copy of the order of appointment without delay;
- (b) *may proceed to alter a plan relating to land affected by the owners corporation in any of the ways set out in section 32 of the **Subdivision Act 1988** only in accordance with an order of VCAT or a court order;*

⁹³ See s 28(c).



- (c) subject to any order of VCAT or court order, may do anything that the owners corporation or the committee can do;
- (d) may delegate in writing any power.

177 Administrator to act in good faith

An administrator in carrying out any functions and powers conferred by or under this Act *or the Subdivision Act 1988*—

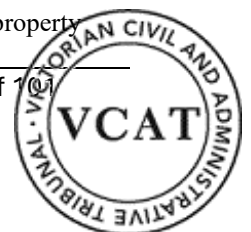
- (a) must act honestly and in good faith; and
- (b) must exercise due care and diligence.

Reasons for appointment of an administrator to alter plan of subdivision

- 128. A question that arises in this proceeding is: ‘By what criteria should the power to appoint an administrator to alter a plan of subdivision be exercised?’.
- 129. As s 174 makes plain, on any such an application under s 173, in determining to appoint an administrator, the Tribunal is empowered to *set down terms and conditions* of the appointment and is also empowered to *make any other order it thinks fit*.⁹⁴
- 130. In what might be termed ‘conventional’ administration appointments, the conventional test is that some form of internal ‘dysfunction’ in the management, powers and functioning of the owners corporation must be shown to exist so as to justify the appointment of the administrator. That is in part because, in the conventional case, the legal effect of the appointment of an administrator is to remove from the membership of the body corporate (in general meeting or as delegated to its committee) its power as a collective to exercise and control the statutory powers of the owners corporation and to otherwise direct the operations of the owners corporation as a legal entity.⁹⁵
- 131. But the actual reasons or ‘criteria’ that might justify the appointment of an administrator are far more finessed than that, and the statutory discretionary power to appoint an administrator, on the express text of the *Owners Corporations Act*, is one that is unconfined by any fixed statutory criteria at all.
- 132. Circumstances where ‘the owners corporation is failing to operate properly in the interests of its members’ can be another example, even where there is no actual dysfunction. But this too is not a test in and of itself, but rather a factual circumstance which might justify the appointment of an administrator in a given case.
- 133. What needs to be found by the Tribunal in the facts and circumstances of each case is a proper basis that makes it ‘appropriate’ for the Tribunal to take away from the lot owners some or all of their powers as decision makers for their owners corporation and to appoint an independent administrator to exercise those functions and powers *of the owners corporation* during the period of

⁹⁴ VCAT Act, s 174.

⁹⁵ Some say it removes lot owners’ *democratic* rights, but legally what it does is temporarily remove their powers of governance over their statutory owners corporation, a power which forms part of their ‘property rights’ (namely, their right to participate in and vote on decisions of the owners corporation).



appointment. In a given case it may even be unnecessary to give the administrator any ‘decision making’ power and, instead, simply confer on the administrator the power and duty do something on behalf of the owners corporation which, for whatever reason, the owners corporation is incapable of doing for itself.

134. As s 173 makes clear, an owners corporation itself, a lot owner, a creditor of an owners corporation or any person with an interest in land affected by an owners corporation can apply to appoint an administrator. There may be many different reasons why these different classes of applicant need an administrator to be appointed which might justify such an appointment as appropriate.
135. It is also relevant that s 176 provides expressly that:

176 Powers and responsibilities of administrator

An administrator—

...

(b) may proceed to alter a plan relating to land affected by the owners corporation in any of the ways set out in section 32 of the Subdivision Act 1988 only in accordance with an order of VCAT or a court order.

136. The section expressly contemplates that the administrator appointed by a court or this Tribunal is not making the decision to alter the plan relating to land affected by the owners corporation but rather *proceeding to alter the plan* under a decision already made.
137. The amici submitted in their written opening submissions at [43] – [44]:
43. The appointment of an administrator is a “drastic remedy”.⁹⁶ The appointment “displaces the decision-makers of the owners corporation and gives the administrator their decision-making power”.⁹⁷ As Bongiorno J explained in *McKinnon v Adams*, “the body corporate⁹⁸ and its committee cease to function once an administrator is appointed”.⁹⁹ Subject to the actual order made by the Tribunal, “the appointment may mean that there is no consultation with lot owners about how the owners corporation operates”.¹⁰⁰
44. Accordingly, the Tribunal may only appoint an administrator where the circumstances make it “appropriate to so deprive the body corporate of that power”.¹⁰¹ The key question is whether the owners corporation is “failing to operate properly in the interests of its members”.¹⁰² In some cases, that may be the case because the owners corporation is plagued by incapacity and dysfunction.¹⁰³ In other cases, the appointment of an administrator may be

⁹⁶ Vassie, Lulham and Steele, *Owners Corporations Act 2006*, ANSTAT at [174.01], [174.03].

⁹⁷ Vassie, Lulham and Steele, *Owners Corporations Act 2006*, ANSTAT at [173.01].

⁹⁸ By which (I interpolate) he means the general ‘membership’ of the body corporate, not the legal entity.

⁹⁹ [2003] VSC 116 at [18].

¹⁰⁰ *Edwards v Owners Corporation PS628502Y (Owners Corporations)* [2018] VCAT 1232 at [17] (Member Campana).

¹⁰¹ *McKinnon v Adams* [2003] VSC 116 at [18] (Bongiorno J).

¹⁰² *McKinnon v Adams* [2003] VSC 116 at [20] (Bongiorno J).

¹⁰³ See, for example, *Edwards v Owners Corporation PS628502Y (Owners Corporations)* [2018] VCAT 1232.



necessary to address a more discrete instance of dysfunction. In *Lubransky v Owners Corporation No 1 PS519798G (Owners Corporations)*,¹⁰⁴ for example, a majority of the members of the owners corporation wanted to bring a proceeding against the builder of their property for defective work but were unable to pass the special resolution necessary to do so,¹⁰⁵ because the builder held more than 25 per cent of the votes.¹⁰⁶ Some members applied for the appointment of an administrator to bring the proceeding. The builder opposed the application on the ground that the owners corporation was still generally capable of functioning.¹⁰⁷ The Tribunal rejected that argument: “The test is not: is the owners corporation incapable of any action, but rather: whether the owners corporation ‘... is failing to operate properly in the interests of its members’”.¹⁰⁸ The Tribunal held that the test was satisfied on the facts and appointed an administrator for a period of 28 days.¹⁰⁹

138. It follows from Bongiorno J’s observations that where the appointment of an administrator is for a confined purpose or role – a special purpose administrator so to speak – that it is a less drastic remedy than the appointment of an unconfined administrator. It also follows that given that the power to appoint an administrator includes, expressly, the power to ‘*set down terms and conditions of the appointment*’, that the appointment for a special purpose need not completely ‘displace the decision-makers of the owners corporation and give the administrator their decision-making power’ absolutely, and need only confer on the special purpose administrator decision making authority and power over *specific matters*, that make such an appointment appropriate to deal with the exigencies that have arisen.
139. Thus, to appoint a special purpose administrator will necessarily give rise to different considerations than in the case of a conventional administration appointment. By its nature, the appointment of a special purpose administrator does not necessarily entail the removal of the powers of the owners corporation over all its internal operations and does not necessarily entail the body corporate and its committee ceasing to function but rather can carve out a function that, in the circumstances of the case, the owners corporation is found to be unable to perform (or which it has become impractical for the owners corporation to perform) under the ordinary governance and decision making structures set out in the *Owners Corporations Act* as they normally operate. An imperfect analogy is the Court’s equitable power to appoint a receiver over trust assets but in this case the ‘administration’ over specific assets (land affected by the owners corporation) is confined to the statutory ‘powers’ of the owners corporation to apply to the Registrar to amend its own plan of subdivision.

¹⁰⁴ [2014] VCAT 1301. See also *Owners Corporation 1 Plan No PS440878V v Dual Homes Pty Ltd (Owners Corporation)* [2011] VCAT 211.

¹⁰⁵ See *Owners Corporation Act*, s 18(1).

¹⁰⁶ See *Owners Corporation Act*, s 97.

¹⁰⁷ [2014] VCAT 1301 at [11] (Member Buchanan).

¹⁰⁸ [2014] VCAT 1301 at [12] (Member Buchanan), quoting *McKinnon v Adams* [2003] VSC 16 at [21] (Bongiorno J).

¹⁰⁹ [2014] VCAT 1301 at [12] and [16] (Member Buchanan).



140. That is not to say that the remedy of a special purpose administrator should be granted lightly. It is, at the end of the day, still to ‘deprive the body corporate’ – the lot owners themselves – of decision making power over their statutory entity.
141. During the hearing I received oral submissions on whether the true analysis need necessarily be in the language of ‘dysfunction’ or ‘incapacity’, or even whether there needs to be a classification of ‘special cases’ – like subdivision amendment applications – that would warrant the appointment of an administrator absent ‘dysfunction’ in the conventional sense.
142. Having heard the submissions from both the amici and the applicants, I am satisfied that the criteria should not be curtailed in such a way or sought to be shoehorned into any pre-existing category or new category, and that it would be most undesirable to do so. Weight should, however, be given to those previously identified considerations.
143. But the Tribunal’s unconfined statutory discretion should not be read down in my view. Rather, the generally expressed words in the legislation granting the remedial power to appoint administrator under s 174 on an application by any of the persons listed in s 173 of the *Owners Corporations Act* should properly be construed beneficially and in a remedial light, and specifically in this case to achieve the statutory purposes of the *Subdivision Act* and *Owners Corporations Act*.
144. As the amici submitted, and as I have noted in setting out the broad purposes of the *Subdivision Act*, one of its key purposes is to achieve a completed subdivision of land.
145. In this case, as I have noted, while the buildings have been built, the subdivision of land is yet to be completed.
146. The amici provided the Tribunal with an extremely helpful summary of both the extrinsic legislative materials for **Div 4 – Appointment of administrator** which, as they note, do not shed much light on this question, and the established position in New Zealand, which does.
147. In connection with the intrinsic legislative materials, in supplementary written submissions the amici noted:
6. The extrinsic materials shed only limited light of the intended operation of the provisions in Division 4 of Part 11.
 7. The explanatory memorandum for the relevant Bill relevantly stated as follows:¹¹⁰

Clause 173 enables an owners corporation, a lot owner, a creditor of an owners corporation or any person with an interest in land affected by an owners corporation to apply to VCAT for the appointment of an administrator for the owners corporation.

¹¹⁰ Explanatory Memorandum, Owners Corporations Bill 2006 (Vic), 24.
VCAT Reference No. OC1624/2023



Clause 174 empowers VCAT to act on an application under clause 173 by appointing an administrator.

...

Clause 176 sets out the powers and responsibilities of an administrator.

8. The second reading speech for the relevant Bill did not refer expressly to Division 4 of Part 11 or the appointment of an administrator.¹¹¹ ...¹¹²

148. In connection with the power to appoint an administrator to the statutory ‘body corporate’ established by the *Subdivision Act* and now called an ‘owners corporation’ in Victoria, the amici drew the Tribunal’s attention to the history of the legislative power in Victoria and how a cognate power has been applied in New Zealand.

149. It is convenient to set out their submissions at paras 10 – 16:

B. PREDECESSOR PROVISIONS

B.1 LEGISLATIVE PROVISIONS AND EXTRINSIC MATERIALS

10. Prior to the enactment of the [*Owners Corporations Act*], the power to appoint an administrator of an owners corporation was located in s 38 of the *Subdivision Act 1988* (Vic):

Disputes relating to bodies corporate

...

(4) A body corporate or a member of a body corporate, a creditor of the body corporate or any person with an interest in land affected by the body corporate may apply to the Supreme Court or the County Court for the appointment of an administrator.

¹¹¹ Victoria, *Parliamentary Debates*, Legislative Assembly, 20 July 2006, 2487-2490.

¹¹² They observe however in relation to the Dispute resolution mechanisms in Part 10 and the dispute resolution jurisdiction and powers conferred on the Tribunal under Part 11 in connection with an ‘owners corporation dispute’ within the meaning of Part 11, Div 1, s 162, under s 163-169 as introduced by the bill in 2006:

6. However, the second reading speech did include some more general remarks about the dispute resolution mechanisms in Parts 10 and 11 of the OC Act (emphasis added):

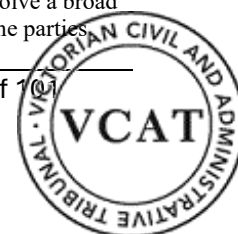
One issue that is critical to all owners corporations, whether large or small, is the need for a comprehensive dispute-resolution system. Under the current legislative scheme, there is no formal complaint-handling system. Dispute resolution options are limited to services available for resolving neighbourhood disputes, or, if a dispute relates to the act, regulations or rules, applying for a formal order from the Magistrates Court. These options are too limited for the diverse range of disputes and parties operating in today’s complex owners corporation environment.

The new scheme will remedy this deficiency by setting out a three-tier approach to dispute resolution. The policy behind this approach is to encourage a sense of personal responsibility in the parties for resolving disputes, sometimes with the assistance of government dispute resolution services, rather than relying on direct state intervention or punitive sanctions to resolve all owners corporation issues.

The first tier is a requirement that the owners corporation must have an internal dispute resolution process, with a default process set out in the model rules which will be drafted with the regulations. The bill also establishes a formal, fair and transparent complaint-handling process which may apply when the informal process fails.

The second tier is the option of conciliation or mediation processes offered by Consumer Affairs Victoria. These processes will be available to parties who are not satisfied with the result of the internal process.

Finally, the bill provides the Victorian Civil and Administrative Tribunal with powers to resolve a broad range of disputes, including the power to impose a civil penalty for breaches of the rules. The parties may only apply to VCAT if the dispute resolution process has been exhausted.



...

(6) Subject to this section, the Court may appoint an administrator and set down terms and conditions of the appointment or make such other order as it thinks fit on an application under this section

11. The extrinsic materials to the *Subdivision Act* do not shed any light on the intended operation of s 38.¹¹³

B.2 AUTHORITIES

12. The leading case on the operation of s 38 of the *Subdivision Act* is *McKinnon v Adams*,¹¹⁴ to which the applicants and the amici have referred in their written submissions. In that decision, Bongiorno J noted that he was not referred to any authorities on the operation of s 38: “Accordingly, the provisions quoted *fall to be construed by reference to ordinary principles of construction including the object of the legislation under consideration*”.¹¹⁵
13. We have not located any other Victorian authorities on the operation of s 38.
14. Several New Zealand decisions have referred to *McKinnon v Adams* in the course of construing New Zealand’s owners corporation legislation, which similarly confers a broad discretion to appoint an administrator. In *Low v Body Corporate 384911*,¹¹⁶ Heath J considered whether to appoint an administrator under s 40(2) of the *Unit Titles Act 1972* (NZ), which provided as follows:¹¹⁷

The Court may, in its discretion on cause shown, appoint an administrator for an indefinite period or for a fixed period on such terms and conditions as to remuneration or otherwise as it thinks fit. The remuneration and expenses of the administrator shall be an administrative expense within the meaning of this Act.

15. After referring to *McKinnon v Adams*, Heath J noted that he did not think that Bongiorno J “intended to limit the circumstances in which the discretion to appoint an administrator should be exercised”.¹¹⁸ Heath J also made the following remarks about the exercise of the discretion under s 40(2):¹¹⁹

[I]t would be unwise to attempt to define exhaustively the circumstances in which the discretion to appoint an administrator should be exercised. Parliament has provided an open-textured approach for the Court to apply, by using general words as a threshold test. All that is required is for the Court, “on cause shown”, to exercise its discretion to appoint an administrator. The nature of the discretion is emphasised by the ability to appoint a person for a fixed or indefinite period and on such terms as the Court thinks fit. The Court’s

¹¹³ Explanatory Memorandum, Subdivision Bill 1988 (Vic), 2; Victoria, *Parliamentary Debates*, Legislative Assembly, 13 October 1987, 1438-1441.

¹¹⁴ [2003] VSC 116.

¹¹⁵ [2003] VSC 116 at [12].

¹¹⁶ (2010) 12 NZCPR 142.

¹¹⁷ See (2010) 12 NZCPR 142 at [28]. Section 40(2) provides that the Court may appoint an administrator “on cause shown”. The same language appeared in the owners corporation legislation considered in *Filaria Pty Ltd v Proprietors of Unit Plan 932* [2000] ACTSC 69, which was itself considered in *McKinnon v Adams* [2003] VSC 116 at [19] (Bongiorno J).

¹¹⁸ (2010) 12 NZCPR 142 at [37].

¹¹⁹ (2010) 12 NZCPR 142 at [33], [37].



ability to limit those powers of a body corporate and the committee that the administrator may exercise supports that view.

....
[T]he general discretion (while it must be exercised in a principled way) should not be fettered. Everything turns on the facts of the particular case, with the Court’s discretion being informed primarily by the functions of a body corporate and the ability of those with responsibility for its affairs to carry out their duties fairly, against the background of the underlying principles on which the Act is based.

16. More recently, in *Body Corporate 201036 v Whai Rawa Railway Lands LP*, the New Zealand Court of Appeal endorsed Heath J’s analysis, noting that “[t]he objective of appointing administrators must be to ensure that the body corporate is placed in a position in which it can meet its statutory obligations and fulfil the stated purposes of the [body corporate legislation], especially the need to preserve the integrity of the development.”¹²⁰

150. I consider that in this application, the Tribunal should properly follow the approach to the appointment of an administrator discussed in the New Zealand cases of *Low* and *Whai Rawa Railway Lands*. Respectfully, I agree with the analysis and consider it is completely apposite to this Tribunal’s power to appoint an administrator under the Victorian *Owners Corporations Act 2006*, s 174.
151. I am also supported in reaching that conclusion by the thoughtfully considered reasoning of Member Rowland in a recent decision of this Tribunal in which, on the facts of the case before her she declined to appoint an administrator, but set out reasoning which strongly resonates with the New Zealand approach.
152. In *Rossidis v Owners Corporation PS409682R* [2024] VCAT 580 (21 June 2024), in deciding that ‘in an appropriate case, an administrator can be appointed for the purpose of amending a plan of subdivision under section 34D of the *Subdivision Act 1988* and that an administrator application is not required to comply with section 34D(3)’,¹²¹ Member Rowland held at [32] – [37]: (my emphasis)

CAN THE TRIBUNAL APPOINT AN ADMINISTRATOR IF THE OWNERS CORPORATION IS NOT DYSFUNCTIONAL?

32. The applicants allege that the owners corporation has an incapacity because it is unable to make an application under section 34D(1)(b). I reject that contention. The owners corporation is fully functional. It has never sought to make an application under section 34D(1)(b). However, I am of the view that an administrator can be appointed even if the test of incapacity or dysfunction set out *McKinnon v Adams* is not met.

¹²⁰ [2024] NZCA 151 at [81] (Courtney J, giving the reasons of the Court). That decision concerned the appointment of an administrator under ss 141(3) and 165(2)(a) of the *Unit Titles Act 2010* (NZ), which similarly confer a broad discretion to be exercised “on cause shown”: see at [38], [77]-[84].

¹²¹ At para [6].



33. The power to appoint an administrator is set out in section 173 of the *Owners Corporations Act 2006*:

...

34. The Tribunal has a wide power to appoint an administrator. The decision of Bongiorno J in *McKinnon v Adams*^[22] at paragraph 20 gives guidance to the exercise of the power:

To justify the appointment of an administrator the body corporate concerned must be affected by some incapacity, or must be acting so dysfunctionally as to render the provision of appropriate services to unit holders and/or care of the common property either non-existent, or so beset by difficulties as to render the body corporate unable to function at what the Court considers to be a satisfactory level. There may or may not be financial difficulties or even financial impropriety affecting the body corporate's capacity to function but there must be some deficiency in its operational capacity sufficient to justify the Court's intervention in the interest of some or all of the unit holders.

35. *I do not consider that Bongiorno J was attempting define all the circumstances in which an administrator might be appointed to an owners corporation. In Clark v Owners Corporation Rubicon Village PS 529035 [2018] VCAT 1188 Senior Member Vassie said:*

As has happened in many other cases involving applications for the appointment of an administrator, the applicant has treated the matter as if the word "dysfunctional" appeared in the legislation and as if the applicant needed to prove that the owners corporation was "dysfunctional." The word does not appear in the legislation, which gives to the Tribunal a discretion to appoint, or not appoint, an administrator and to make any other order it thinks fit. The judgment of Bongiorno is an authority, binding upon the Tribunal, as to the circumstances which would justify the exercise of the discretion in favour of appointment of an administrator. In the passage cited, the phrase "or must be acting so dysfunctionally..." is one of three alternative ways of describing those circumstances.

36. In *Owners Corporation 1 Plan No PS440878V & Ors v Dual Homes Pty Ltd* [2011] VCAT 211 an administrator was appointed because the owners corporation could not pass a special resolution to commence a proceeding against the respondent builder for defects. It was otherwise a fully functioning owners corporation. The deficiency in the *Owners Corporations Act 2006* was later remedied by including section 165(1)(ba) and then section 169I to authorise a lot owner to commence a proceeding on behalf of an owners corporation. In the meantime, the Tribunal appointed an administrator to enable the owners corporation to commence the proceeding which was otherwise prohibited by the *Owners Corporations Act 2006*.

37. In my opinion, the Tribunal has the power to appoint an administrator for the purpose of amending a plan of subdivision *in an appropriate case, such as a clear case of dysfunction or inequity created by a plan of subdivision or a mistake in a plan.*



Factors that can be relevant

153. I agree. ‘Dysfunction’, ‘inequity created by a plan of subdivision’ or ‘mistake in a plan’ can, in the appropriate case, all be *circumstances to justify the exercise of the discretion in favour of appointment of an administrator*. But likewise I do not regard either Member Rowland or Senior Member Vassie (in the passage cited by her) to be suggesting these are necessary circumstances, just that they are examples of where it may be appropriate for the Tribunal to exercise the discretionary power to make an administrator appointment under s 174.

154. I also accept the supplementary submissions of the amici at paras [17] – [18] that

17. The analysis in the New Zealand cases is consistent with the approach adopted in several recent Tribunal decisions under the [*Owners Corporations Act*], which emphasise that the scope of the power to appoint an administrator should not be confined by reference to concepts not found in the statute, such as “dysfunction”.¹²²
18. That approach is also supported by more general principles of statutory construction.
 - (1) In *Minister for Aboriginal Affairs v Peko-Wallsend Ltd*, Mason J noted that, “[w]here a statute confers a discretion which in its terms is unconfined, the factors that may be taken into account in the exercise of the discretion are similarly unconfined, except in so far as there may be found in the subject-matter, scope and purpose of the statute some implied limitation on the factors to which the decision-maker may legitimately have regard.”¹²³
 - (2) In *Wong v Silkfield*, a unanimous High Court observed that a provision conferring jurisdiction on or granting powers to a court should not be confined or read down “by making implications or imposing limitations not found in the words used; this is so even if the evident purpose of the statute is to displace generally understood procedures.”¹²⁴
 - (3) In *Stollznov v Calvert*, Moffitt P noted that, “[w]hile useful guidance is provided by the manner of exercise of discretion in other cases, and by factors considered in those cases in favour of the exercise of the discretion in a particular way, each case must depend on its own facts. It would be contrary to what I understand is the accepted law in this country, to confine the exercise of judicial discretion by judge-made rigid formulae.”¹²⁵

Relevant considerations in this case

155. The amici submitted in their primary written submissions at paras [45] – [47]:

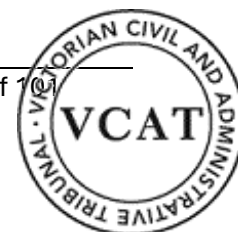
45. Section 176(b) of the *Owners Corporations Act* specifically contemplates that an administrator might be appointed:

¹²² *Clark v Owners Corporation Rubicon Village PS 529035* [2018] VCAT 1188 at [48]-[49] and [56] (Senior Member Vassie); *Rossidis v Owners Corporation PS409682R (Owners Corporations)* [2024] VCAT 580 at [32]-[38] (Member Rowland).

¹²³ (1986) 162 CLR 24 at 39-40.

¹²⁴ (1999) 199 CLR 255 at [11].

¹²⁵ [1980] 2 NSWLR 749 at 751.



“to proceed to alter a plan relating to land affected by the owners corporation in any of the ways set out in section 32 of the **Subdivision Act 1988** only in accordance with an order of VCAT or a court order”.

Section 34D(1) of the *Subdivision Act* likewise contemplates that “an administrator of an owners corporation” may apply to the Tribunal for an order in relation to a plan.

...

47. ... it would be open to the Tribunal to appoint an administrator for the purpose of registering the Conversion Plan and the Removal Plan, subject to the Tribunal being satisfied that the circumstances warrant that course. The key matters for the Tribunal to consider in making that assessment are:¹²⁶

- (1) the nature and extent of the amendment;
- (2) the nature and extent of the incapacity or dysfunction preventing the owners corporation from operating properly in the interests of its members;¹²⁷
- (3) the extent to which members consented to, or refused consent to, the amendment, and their reasons for doing so;¹²⁸ and
- (4) whether the amendment is likely to bring economic or social benefits to the subdivision as a whole greater than any economic or social disadvantages to the members who did not consent to it.¹²⁹

156. I accept those four categories as relevant to this case. But in doing so, I do not intend by that to confine to those four categories, what might be relevant in other cases for the appointment of an administrator to amend a plan of subdivision.

157. I also accept the amici’s submissions that the appointment of an administrator for a special purpose operates as a circuit breaker in a case like this, where the vote in favour of *all* lot owners, or their consent after the vote, has not been able to be obtained, despite considerable effort and expense to the developers.

158. The amici did not make submissions (and were not requested by the Tribunal to make submissions) on whether, on balance, the circumstances of the present case warrant the appointment of an administrator. They submitted: ‘That is largely a question of fact and evaluation for the Tribunal to assess in light of the evidence adduced by the applicants’,¹³⁰ referring to the applicant’s submissions at [96]-[103].

159. I agree.

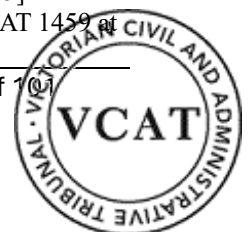
¹²⁶ See also the considerations identified in *Richardson v Goldstone* [2024] VCAT 582 at [334]-[336] (Deputy President Wilson), in relation to an application under s 34D(1).

¹²⁷ *McKinnon v Adams* [2003] VSC 16 at [20] (Bongiorno J).

¹²⁸ *Rossidis v Owners Corporation PS409682R (Owners Corporations)* [2024] VCAT 580 at [44]-[47] (Member Rowland).

¹²⁹ *Rossidis v Owners Corporation PS409682R (Owners Corporations)* [2024] VCAT 580 at [42]-[43], [48]-[49] (Member Rowland), referring to s 34D(3)(c)(iii).

¹³⁰ See *Edwards v Owners Corporation PS628502Y (Owners Corporations)* [2018] VCAT 1232 at [15] (Member Campana); *Borik v Owners Corporation RP001439 (Owners Corporations)* [2019] VCAT 1459 at [9] (Member Ussher).



Application of relevant considerations

160. While I accept that the four criteria identified by the amici are *relevant* in this case, each does not have equal weight.
161. In their written submissions the applicants identify ‘inequity’ and ‘dysfunction’ resulting if the ‘land subdivision’ currently not being complete, thus resulting in the ‘building development’ itself not being completed to achieve its intended use. Relying on the words ‘inequity’ and ‘dysfunction’ in the circumstances of this case show how trying to shoehorn this case into that language results in somewhat ill-fitting shoes.
162. What is, however, relevant to this case, is the circumstances the applicants identify as requiring the appointment of an administrator so as to bring about the completion of the land subdivision. They identify (in the context of inequity and dysfunction):
- (a) that if CP8 – intended to be used only for residential lots – remained as Lot AS, then other lot owners (including the guests and employees of the Dorsett Hotel, and the proposed commercial lots) will be able to access and use the amenities in CP8, which was never the intention for the development as a whole. This situation would also ‘increase the potential levy payable because of increased maintenance and insurance costs’;
 - (b) the potential devaluation of lots if the remaining lots in Towers C and D ‘remain unsubdivided and unable to be sold and/or transferred’;
 - (c) ‘the lot owners not receiving what they paid for in their contracts of sale, with respect to the extent of common property’; and
 - (d) if the applicants are unable to complete the West Side Place land subdivision as intended, the lot owners would be prevented from having access to a supermarket and childcare centre ‘in Towers C and D’.
163. In his affidavit of 19 December 2023, Mr Williams identifies the consequences if the proposed amendments to the plan of subdivision do not proceed. I have mentioned that he states that:¹³¹
- until the alterations are approved the applicants are prevented from being able to subdivide and deal with third parties with respect to approximately \$150,000,000 worth of property on the Plan,
- and the specific impacts this has on the land intended to be the Dorsett Hotel, a commercial lot intended for use as a supermarket or educational facility, another retail / commercial lot intended for use as a childcare centre, and 18 residential lots in Tower D from level 3 to 8; which remain a part of Lot S14.
164. He continues stating that if the amendments to the plan of subdivision do not proceed:

¹³¹ ETB228, para 5c.



FEC May22 is unable to obtain registration of the remaining staged plans of subdivision for Towers C and D of the strata titled development known as West Side Place at 250 Spencer Street Melbourne, which incidentally prevents FEC May22 from being reasonably able to:

- a. settle off-the-plan contracts for the land the subject of the staged plans of subdivision, worth approximately plus \$10,000,000 (registration being a condition of settlement in addition to an occupancy permit);
- b. sell commercial lots, which are still considered ‘off-the-plan’, worth approximately \$30,000,000;
- c. deal with the land on which the Dorsett Hotel is situated on, which is worth approximately \$113,000,000.
- d. pay down finance facilities associated with the development of West Side Place as soon as reasonably possible due not being able to receive proceeds of sale from the sale of and or dealing with of the abovesaid lots;
- e. satisfy its s 68(4B) of the *Owners Corporations Act 2006* ... statutory obligations of not keeping any part of Towers C and D as a private lot which ought to be common property on the Plan.

165. I accept that evidence and find that this is a significant detriment if the plan of subdivision is not amended as sought by this application.

166. In oral submissions, the applicants’ counsel elaborated submitting:

- a. That the application is made to correct a mistake in the plan for the benefit of the owners corporation members as a whole, submitting that the problem resulted from a ‘timing issue’ with the amendment to create Lot AS;¹³²
- b. Registration of the proposed amendments to the plan of subdivision will ‘give lot owners what they bargained for, a completed development’;
- c. Registration will bring about social benefits to the lot owners as a whole to enable the supermarket and child-care centre and what he described as ‘spaces to congregate’ adjacent to the activity centre, which includes a gym; and
- d. Amongst other considerations:
 - (i) the majority of the land in Lot AS is airspace, ‘returning Lot AS’¹³³ into CP1, under the Conversion Plan;
 - (ii) consistent with the plan of subdivision in the vendor’s statements for off-the-plan sales, on the first storey,¹³⁴ the ‘sliver of land’ in Lot AS

¹³² Submitting that having been earlier unanimously agreed to by the developers as lot owners when they owned all the lots, they had ‘held off registering it’ by which time half of the completed lots had been registered on title and sold and characterising this as then creating ‘knock on’ effects in being unable to obtain consents required to complete the plan of subdivision.

¹³³ Shown on ETB2278, from the first storey upward.

¹³⁴ Shown at ETB2433.



on the western side of the building (which will be brought into CP1 as part of a building) will be a place to congregate;

- (iii) CP8¹³⁵ on the ninth storey is also to be created from Lot S14 (being land privately owned by FEC May22), which will also become a place to congregate consistent with the plan of subdivision in the vendor's statements.¹³⁶

167. I now turn to my findings under the four categories identified by the amici. In doing so, I do not wish it to be interpreted that each of these four considerations must be established in every case. But in this case, on its facts, they are more than sufficient to satisfy me that the appointment of a special purpose administrator, on the conditions imposed by the Tribunal's orders, is not only appropriate, but necessary.

(1) The nature and extent of the proposed amendment to the plan

168. In this case the evidence establishes to the satisfaction of the Tribunal that:

- a. The nature and extent of the proposed amendment to the plan is, to the extent that it is adverse to any lot owner who has not given consent, small if not negligible;
- b. Any adverse impact is mostly, if not entirely, on the developer lot owners, in respect of land they currently own. They agree with the amendment and want it to occur, so no order is being made against their interests.
- c. While I accept the applicants' Counsel's submission that the developers are, in effect, 'giving back', Lot AS land they currently own to become the common property in the land subdivision so that it will then be owned as tenants in common by all lot owners affected by the particular owners corporation,¹³⁷ and that is a benefit to all lot owners affected by the particular owners corporation, Lot AS is land that must 'come back in' for the developers to comply with their obligations under the planning permit and with the other legislative provisions I have mentioned. Lot AS is also only 'owned' by them currently for 'transitional' purposes.
- d. In connection with the proposed amendments that bring the built form comprising the façade, and airspace external to it, into common property, I find that this is not only perfectly regular for subdivisions of this nature, but it also is a requirement of s 68(4B) of the *Owners Corporations Act* which requires that 'The initial owner¹³⁸ of land affected by an owners corporation must not ... (b) designate as a private lot what would normally be common property or services'.¹³⁹

¹³⁵ Shown on ETB2442.

¹³⁶ An artist's impression of the podium rooftop showing the terrace is at ETB613. From the east at ETB614.

¹³⁷ See s 30 of the *Subdivision Act* set out at fn [37].

¹³⁸ Initial owner being defined in s 68 **Obligations of initial owner**, subsection (5) to mean 'the person who was the applicant for registration of the plan of subdivision'.

¹³⁹ I have set out s 68(4B) earlier.



- e. In connection with the proposed amendments to the plan that bring a sliver of land inside the intended commercial lots, that too is not only consistent with the developers' intention, as of the time of the hearing it is the developers' own land that is being altered.
- f. The bulk of the Lot AS land affected is largely in respect of airspace;
- g. To the extent it is adverse to any interest – by reducing land ownership of any lot owner – it affects lots that are currently owned by the developers;
- h. It is beneficial to all lot owners because the common property is being enlarged and the land which is to form part of the commercial lots will enable the subdivision of those commercial lots to be finished and sold as intended.

(2) The nature and extent of the incapacity or dysfunction preventing the owners corporation from operating properly in the interests of its members

169. In this case, any 'incapacity or dysfunction' preventing the owners corporation from operating in the interests of its members is rather a reflection of the fact that the legislative provisions of s 32 (which permit an owners corporation to amend its own plan of subdivision with the unanimous consent of all lot owners) and s 34D (which provide a mechanism for obtaining consenting orders from the Tribunal), do not – in this case – provide a workable method for bringing about the completion of a plan of subdivision for a large subdivision such as this with so many lots and where the developers have sold and settled lots off-the-plan before the land subdivision is complete.
170. In this case, it is not simply that the developers have lost their (former) unilateral control over the relevant owners corporations to enable them alter the plan of subdivision to create the Final Plan of land subdivision (as they had intended) for all members both present and future (who are yet to purchase lots). Having sold lots they have created in the land subdivision, lot ownership (and thus membership of the owners corporations) is constantly changing and will constantly change in the future.
171. In this case, at the time of hearing, the vote of members that was taken by ballot was a year ago, having being held on 26 October 2023. There have been changes in lot ownership since then. That is not necessarily a bar to an application under s 34D(1)(b) for an order under s 34D(6), but the facts are that since the vote there has been so much water under the bridge and by the time the proposed amending plans of subdivision are lodged for registration there may be additional lot owners or changes in lot ownership. These factors militate in favour of the appointment of a special purpose administrator to bring about the proposed amendment to the plan of subdivision in the interests of the members of the affected owners corporations as a whole, now and in the future.



(3) The extent to which members consented to, or refused consent to, the amendment, and their reasons for doing so

172. In this case, the evidence establishes that there is not active opposition to the proposed alteration to the plan of subdivision from those voting in the original ballot. There was at one time, but that is no longer the case. All other lot owners simply did not vote. Nor did any who did not vote express any opposition to orders being made on the developers' application to the Tribunal.

(4) Whether the amendment is likely to bring economic or social benefits to the subdivision as a whole greater than any economic or social disadvantages to the members who did not consent to it.

173. In this case, on the evidence before the Tribunal including the expert evidence, the answer to the question whether the amendments to the plan are likely to bring economic or social benefits to the subdivision as a whole greater than any economic or social disadvantages to the members who did not consent to them, is overwhelming 'yes'.

174. The only real disadvantage to lot owners who have not consented is a small additional fee for maintenance and repairs for common property but which they will now own as tenants in common and have the benefit of as member of the particular owners corporation affected by that common property.

175. I accept the evidence of the valuer Mr Rohan set out earlier and his conclusion that neither the Conversion Plan nor the Removal Plan will have any adverse impacts on the value of current lots on the Plan.

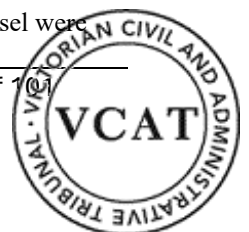
176. I accept the evidence of the licensed surveyor Mr Norman, set out earlier and his ultimate conclusion (and reasons for that conclusion) that 'the proposed actions in relation to Lot AS, and subsequently, Lots A, B and C, *are appropriate, and, in the circumstances, necessary, in the context of the development and the proper use and enjoyment of all of the existing and proposed lots and common properties*'.

177. I would characterise the additional owners corporation fees described in paras 72 and 76 of his report as *de minimis* in the scheme of things.

178. Nor can I discern any other possible detriment to lot owners other than the costs and expenses of the administrator.¹⁴⁰ That additional cost is resolved by the terms and conditions of the orders I have made so as to place no additional financial burden on any lot owner other than the applicant developers.

179. Any other potential loss is resolved by the developers undertaking to indemnify all owners corporations in connection with the administration under the conditions of the Tribunal's order.

¹⁴⁰ The amici did not disagree with these detriments. It is of assistance to the Tribunal to receive that confirmative indication, but I make it clear I do not rely on it in making my factual finding. Counsel were not directed in their role as amici curiae assisting the Tribunal to lead or challenge any evidence.



180. For these reasons it is appropriate to appoint a special purpose administrator to each relevant owners corporation in order to bring about the amendments required to the plan of subdivision so the Final Plan can be finalised.

Reasons for consent on behalf of interested persons

181. I now turn to the second part of this application affecting ‘interested persons’.

182. The effect of s 22(1)(da) of the *Subdivision Act* is that before the Registrar can register a plan, each interested person described in s 22(1A) must consent in writing.¹⁴¹

183. If an interested person does not consent in writing, there are three statutory mechanisms by which their consent may be obtained:

- a. **If the interested person *refuses to consent***, the applicant for registration of the plan may apply to the Supreme Court under s 22(1E) for an order under s 22(1F) consenting on their behalf. Those sections in **Part 4 – Registration of certified plans, s 22 When can the Registrar register a plan?** provide:

(1E) Where a person whose consent to the registration of a plan is required refuses to consent, the applicant for its registration may apply to the Supreme Court for an order consenting to the registration of the plan on behalf of the person whose consent was required.

(1F) On the application, the Supreme Court, if satisfied that the refusal of consent was unreasonable, may make the order sought.

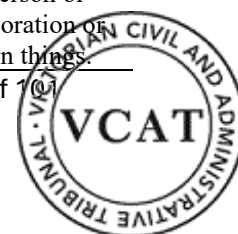
Where there is an actual *refusal* of consent, the test required to be applied by the Supreme court is therefore one of ‘unreasonableness’ in connection with that ‘refusal of consent’.

- b. **If the interested person does not refuse to consent but *otherwise does not give their written consent***, certain persons may apply to the Tribunal under s 34D(1)(c) for an order consenting on their behalf under s 34D(6), provided the Tribunal is satisfied of certain criteria to give it the jurisdictional power to make a consenting order, as set out in s 34D(5). Those provisions in **Part 5 Subdivisions with owners corporations, Div 3 – Alteration of a subdivision, s 34D Applications relating to plans** state:

- (1) A member of the owners corporation, an owners corporation, an administrator of an owners corporation or a person with an interest in the land affected by the owners corporation may apply to the Victorian Civil and Administrative Tribunal for—

...

¹⁴¹ Section 22(1AB) deals with how actual consent is taken to be given by a person who ‘requests the Registrar to register the plan’. Section 22(1AC) deals with what the Registrar may treat as consent from a person or whose consent is otherwise required, depending upon whether they are a natural person or a corporation or statutory corporation. Section 22(1AD) excuses the Registrar from enquiry into veracity of certain things.



- (c) an order consenting on behalf of a person whose consent to the registration of a plan is required under section 22; or

...

- (5) The Victorian Civil and Administrative Tribunal *must not make an order on an application under subsection (1)(c) unless it is satisfied that—*
 - (a) the person whose consent is required is dead or out of Victoria or cannot be found; or
 - (b) it is otherwise impracticable to obtain the person's consent; or
 - (c) it is impracticable to serve the person with the notice under section 22(1B).
- (6) Subject to this section, the Victorian Civil and Administrative Tribunal may make any order it thinks fit on an application under this section.

c. **Third, in either case of a ‘refusing to consent’ or ‘non-consenting’ interested person**, there is also an ‘administrative mechanism’ in s 22(1B)– (1D), which operates to effectively ‘deem’ a person to have given consent if they have ‘not given to the Registrar written notice of refusal to consent’ by a certain date after being served with a notice applied for under s 22(1B) and served in accordance with s 22(1C). Under **Part 4 – Registration of certified plans, s 22 When can the Registrar register a plan?**, such a notice can only be given in two circumstances under s 22(1B):

- (a) if the person has *refused* consent; or
- (b) if the applicant satisfies the Registrar that consent *cannot be obtained* from the interested person.

184. Thus, it can be seen that the universe of applications for ‘consenting orders’ that may be made against interested persons who have not given written consent is either:

- a. an application to the Supreme Court under s 22(1E) or
- b. an application to the Tribunal under s 34D(1)(c),
(with the alternative ‘administrative mechanism’ only available where s 22(1B) are established).

185. Properly understood and construed, those two statutory provisions – s 22(1E) and s 34D(1)(c) – also describe the universe of interested persons whose written consent *cannot* be ‘obtained’ for any reason.

The Tribunal’s jurisdiction to make orders against interested persons

186. When read together, it can be seen from the operation of these provisions that it is a low bar to establish whether the Court or this Tribunal has jurisdictional ‘power’ to make a consenting order against interested persons:

- a. The Supreme Court must be satisfied there is a ‘refusal’ to consent;



- b. This Tribunal must be satisfied of one or more of the matters set out in s 34D(5) and, in addition, that there is no ‘refusal’ (which would require an application for orders in connection with that interested person to be brought in the Supreme Court).¹⁴²
187. The applicants advanced their application against each ‘non-consenting’ interested person relying on either s 34D(5)(a) or (b) (or both). They had not applied to the Registrar for service of a notice under the administrative route. There is no legislative requirement that they must do so before the Tribunal’s power to make a consenting order is enlivened in an application under s 34D(1)(c): s 35D(5)(a), (b) and (c) are alternative conditions giving jurisdictional power to make an order under s 35(6). And in this case, because of the size and changing composition of interested persons no doubt, the developers’ legal advisors considered it prudent to seek consenting orders from this Tribunal (and at one point during this proceeding, from the Supreme Court when they regarded one encumbrance holder had, at that time, ‘refused’ to give its consent).

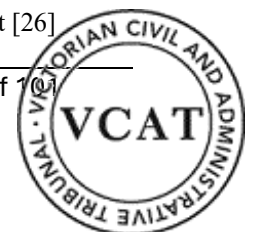
Is there any refusal to consent?

188. The applicants submitted, and I accept, that on the evidence before the Tribunal there is no ‘*refusing to consent*’ interested person. (I shall come to the evidence shortly).
189. The amici and the applicants made broadly similar submissions on the question of what is meant by ‘refusal’ in this context of a refusal to give *written consent*.
190. The amici submitted:
- [56] The first issue arising in relation to the application for Interested Person consent is whether the Tribunal has jurisdiction. If an Interested Person “refuses to consent” to the registration of a plan, the Supreme Court has jurisdiction under s 22(1E)-(1F), to the exclusion of the Tribunal’s jurisdiction under s 34D(1)(c) and (6) of the *Subdivision Act*. If an Interested Person otherwise does not consent to the registration of a plan, however, the Tribunal has jurisdiction under s 34D(1)(c) and (6).
- [57] The ordinary meaning of “refuse” is “to decline to accept (something offered); to decline to give; deny (a request, demand, etc.); to express a determination not (to do something)”.¹⁴³ As a matter of ordinary language, a refusal is distinct from a mere failure, which has a more passive connotation: “to neglect to perform or observe”.¹⁴⁴
- [58] Consistent with that ordinary meaning, the Supreme Court’s jurisdiction under s 22(1E)-(1F) is applicable where an Interested Person has, *by their words or conduct, positively expressed a determination not to consent to the registration of the relevant plan*. By contrast, the Tribunal’s jurisdiction under s 34D(1)(c) and (6) is applicable where the attitude of an Interested Person towards the

¹⁴² It would also be theoretically possible to follow the administrative mechanism, but it may turn out practically to be to no avail if the interested person’s response was in the negative.

¹⁴³ *Macquarie Dictionary* (online), definition of ‘refuse’.

¹⁴⁴ *Macquarie Dictionary* (online) definition of ‘fail’. See also *Talacko v Talacko* [2009] VSC 387 at [26] (Habersberger J); *R v Williams* [2017] VSC 642 at [31]-[34] (Riordan J).



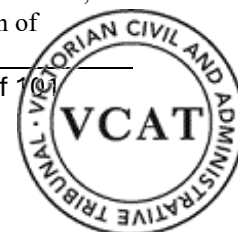
relevant plan is simply unknown for one or more of the reasons identified in s 34D(5).¹⁴⁵

191. I accept that submission.
192. All that I would add is that there are cases, and this is one, where the attitude of a non-consenting interested person is known but it cannot be objectively characterised as a ‘refusal’ and is more properly to be characterised *objectively*, as it being ‘otherwise impracticable’ to obtain the person’s consent within the meaning of s 34D(5)(b) (namely other than that they are ‘dead or out of Victoria or cannot be found’ within the meaning of s 34D(5)(a)).
193. As I shall come to, in this case, as the evidence shows, some interested persons have engaged in correspondence with the applicants’ solicitors, but those who have not given their express consent have generally simply ceased responding to that correspondence, rather than positively expressing a determination not to consent.
194. One interested person, however, made their position clear, that their consent was contingent on lot owner approval being given or orders against lot owners being made by the Tribunal.¹⁴⁶ They neither explicitly refused nor have given written consent.
195. I regard interested persons in that category as interested persons from whom it is ‘impracticable’ to obtain their consent. The applicants cannot compel them to consent, and the interested person has also not refused consent but rather indicated the circumstances in which they will.¹⁴⁷ The fact of the matter is that at the time of hearing and determination of the application, it has been *impracticable* for the applicants to have obtained their actual written consent.
196. The applicants submit that the word ‘impracticable’ in the phrase ‘impracticable to obtain the person’s consent’ in s 34D(5)(b) has the same meaning under the word ‘impracticable’ in the phrase ‘impracticable to obtain the vote of the member or members’ in s 34D(3)(b).
197. I agree. Both uses of the word relate to seeking some positive response or thing. However, they are different phrases to be understood in different contexts. The things that may make it ‘impracticable’ to obtain a lot owner’s ‘vote’ will not

¹⁴⁵ See *Richardson v Goldstone* [2024] VCAT 582 at [79] (Deputy President Wilson), drawing the same distinction between the different subsections in s 34D(3).

¹⁴⁶ Bank of China (Australia) Ltd is one such example. It indicated that it would give its consent only after the Tribunal makes orders consenting to the registration of the plans on behalf of the lot owners. See Exhibit RCS-3, p 1463. By their written submissions (at [138]) the applicants originally sought to exclude the Bank of China (Australia) Ltd from the scope of the orders sought under s 34D(1)(c), considering they would obtain that bank’s actual consent after the Tribunal had made orders on their other application in this proceeding. However, in the running of the case, the applicants considered it was more prudent and appropriate to seek broader orders, to cover all interested persons who had not consented *at the date of lodgement* of the plan of subdivision. In my view, that is the preferable and correct course to take. Otherwise, the Tribunal application could be rendered futile and that would not be in the interests of anybody.

¹⁴⁷ This is evidenced by the fact that the interested person stated that ‘we reserve our right to refuse consent’, which indicates that they have not actually ‘refused’ consent to the proposed alteration to the plan of subdivision.



always correspond with the things that may make it impracticable to obtain a registered mortgagee's or leasees or holder of a caveat's written consent.

- a. One obvious difference is that encumbrance holders or other interested persons are not lot-owner 'members' of the affected owners corporation itself, so their current contact details may not be known to the owners corporation, or it may be difficult to find them or serve them with a request for consent in the time required.
- b. Another obvious difference is that because they are not 'members' of the owners corporation, their knowledge about the reasons for change to the plan of subdivision may be limited.
- c. Yet another obvious difference is that, at least in the case of financial institutions or other lenders, they may not have the necessary internal functional business systems they should properly have in place, to quickly assess the request for written consent to the alteration to the plan of subdivision in Victoria.
- d. Another difference is that the considerations that apply to them will not involve the same considerations to the owner of the lot, over which their interest in the lot is entirely derivative. For example, some secured lenders might be more concerned about ensuring that the value of their security is not materially altered by the proposed change to the plan; others may have adopted the position, or even have a policy, that they will not give written consent unless their own 'customer' has also consented.

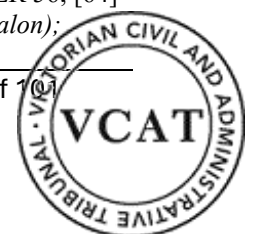
198. A common feature of these types of 'impracticability' facing an applicant is not just that there is no power to compel the interested person to give consent to the action on the plan of subdivision sought by the owners corporation, an applicant's ability to persuade them (in time or at all) may be limited.

199. At paras [76] and [77] of their written submissions the applicants submit:

[76] The Macquarie dictionary definition of 'impracticable' includes, relevantly 'not practicable; that cannot be put into practice with the available means'. The definition of 'practicable', as the antonym of 'impracticable' is 'capable of being put into practice, done, or effected, especially with the available means or with reason or prudence; feasible'.

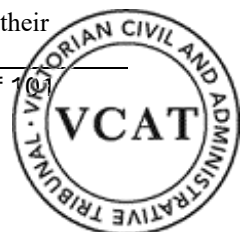
[77] The authorities on the meaning of 'impracticable' where used in statute regard it as not meaning 'impossible', and consider the proper approach is to examine the circumstances of the particular case and answer the question whether, as a practical matter, the relevant thing can occur.¹⁴⁸

¹⁴⁸ *Re El Sombrero Ltd* [1958] 3 All ER 1, 4. See also *Community Association DP270212 & Ors v Registrar-General for State NSW & Anor* [2004] NSWSC 961, [19]; *Marriage of ROHDE* (1984) 10 Fam LR 56, [64] and *Jayne v National Coal Board* [1963] 2 All ER 220; *Liddell v Lembke (t/as Cheryl's Unisex Salon)*; *Gibson v Bosmac Pty Ltd* (1994) 127 ALR 342, 360 and 367.



200. I accept that as a good working framework for the assessment of whether it is impracticable to obtain the written consent of interested persons in this case to the proposed amendments to the plan of subdivision.
201. In this case, I am satisfied that in regard to *all* the current interested persons at the date of hearing it is impracticable to obtain their consent. And for many of them, the Tribunal has jurisdictional power to order their consent simply because they are also outside of Victoria.
202. I am also satisfied that it is impracticable to obtain the written consent of any unknown or yet to become interested persons, who may be or become an interested persons at the time the plan of subdivision is lodged for registration with the Registrar.
203. In this regard, the amici originally were minded to submit that a prospective order could not be made. But on reflection, when all the evidence was in, they did not maintain that submission and submitted that the Tribunal does have the power to make a prospective order.
204. In closing oral submissions, Senior Counsel for the amici submitted that it is open, jurisdictionally, for the Tribunal to make a prospective order and that it would defeat the remedial nature of the power to make an order against non-consenting interested persons if the order could not be made prospectively.
205. They therefore submitted that an order similar to the effect to that given by the Tribunal in earlier cases (to which I will come shortly), is both within power and appropriate.
206. In departing from their written outline Senior Counsel for the amici observed that in the Fifth Wilkinson affidavit, and its table, Mr Wilkinson describes the huge attempts that have been made by the solicitors for the applicants to muster the consents of all the interested persons, who are constantly changing and will change before the plan of subdivision is lodged. Reflecting on the very broad type of jurisdiction granted to the Tribunal under s 34D(5)(b), to make a consenting order when it is ‘otherwise impracticable’ to obtain the consent of an interested person, the amici submitted that there was a real risk in narrowly reading the jurisdiction and power to make an order. In this case every effort has been made by the applicants.¹⁴⁹
207. But, they submitted, having ‘shouldered that burden’ of seeking to obtain consents in circumstances where there are 4167 prime lots and 2362 encumbrances of various types – which is an ‘extraordinary number on any view’ – an applicant should not be ‘condemned to the path they have taken’ and be forced to keep trying and trying to obtain written consents.
208. They also submitted that even at the point of the order being made by the Tribunal on 25 September 2024, after the hearing the week before, the status of

¹⁴⁹ The applicants made very detailed submissions on the factual chronology regarding interested persons in the development (at paras [119] – [129]) explaining the lengths that the applicants have gone to seek their consent, which I accept.



consents will change, and will change again before the applicant even gets to the doors of the land titles office registry.

209. They referred me specifically to the Fifth Wilkinson Affidavit in which Mr Wilkinson states (as at 18 September 2024): (my emphasis)

11. *Since 25 July 2024 over 100 lots have changed ownership at West Side Place resulting in mortgages (and sometimes caveats) being discharged and registered at least every other day if not every day...*¹⁵⁰

12. *Unless the Tribunal makes [a prospective] Order as contemplated in paragraph 180 of the 3rd Savage Affidavit, it will be necessary to obtain a fresh consent for each new mortgage and caveat registered since 25 July 2025. Further to this point, until [OC1], [OC5] and [OC8] on the Plan lodge the Conversion Plan and Removal Plan for registration, a consent in respect of each mortgage and caveat registered before then is required by Section 22 of the Subdivision Act 1988. I am informed by Lachlan McCleary of Veris, the applicant's licensed surveyor that the Conversion Plan and Removal Plan will not be capable of being lodged for registration until certified by the City of Melbourne, which can take between two and seven weeks.*¹⁵¹

210. Thus, the amici submitted, it is in this factual context of moving sands, that the grant of statutory *jurisdiction* to make the order, and the exercise *power* to make a consenting order, should be properly construed and considered. A narrow construction of the jurisdiction and power in a case like this would, they submitted, lead to absurd results. The applicants may never be in a position where they ever can know the attitude of all interested persons.

211. Thus the amici submitted that a beneficial construction should be given to the *power* to make, and to exercise the *discretion* to make, an order consenting in relation to interested persons.

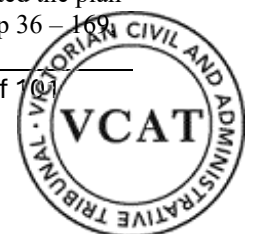
212. I accept these submissions. They accord with my own opinion and the past decisions of this Tribunal in which orders have been made on a prospective basis, which appear to have been accepted by the Registrar of Titles as sufficient.

213. As to the issue of prospective jurisdiction, as I indicated in my opening remarks, I also consider such an order is expressly contemplated by the description of the 'class' of persons against whom an order can be made under s 22(1A)(d). That class speaks to interested persons as including:

(d) a person whose mortgage, annuity, caveat, lease, or sublease was lodged *before the lodging of the plan.*

¹⁵⁰ Referring to the Landata Report showing every registration with Land Use Victoria that has affected the plan since 24 July 2024, the lot involved, type of registration, and registration number: see exh AJPW-5, p 36 – 169.

¹⁵¹ Exhibiting an email from Lachlan McCleary dated 17 September 2024: exh AJPW-5, p 170 -1.



It is a separate category distinct from s 22(1A)(a), (b) or (c) where registration of an encumbrance interest or lodgement of a caveat has already *occurred*.

214. As the applicants submit (in relation what ‘impracticability’ means in relation to obtaining consent from interested persons):

[112] ... Put simply, it does not mean ‘impossible’ (it means something less) and it requires a consideration of the circumstances of the case and whether, as a practical matter, the relevant thing can occur. Here, in context, it is submitted that ‘impracticable’ means whether, taking into account the circumstances of the case, as a practical matter the consent of the Interested Person (or Interested Persons, as discussed below) can be obtained

215. They continue:

[114] ... the authorities on s 34D(1)(c) and 34D(5) ... appear to focus attention at the group level rather than at the individual level. That is, the authorities on s 34D(1)(c) and 34D(5) are all concerned with whether or not it is impracticable for *all* Interested Persons (ie all mortgagees and caveators) to give consent, without descending into each Interested Person’s identity and circumstance for it being ‘impracticable’ for them to give consent.

[115] For instance, in *Finocchiaro v Owners Corporation No 1 Plan No PS543333S*¹⁵² Senior Member Vassie considered an application to remove from common property and to create as a private lot a piece of contaminated land, so the owner of that land (once transferred to it) could remediate it. The remediation costs were considerable. There, the owners corporation had 188 lots and 150 owners, and no attempt was made to procure a unanimous resolution as this would have been futile (according to the Senior Member). As for the Interested Persons, Senior Member Vassie held that it was impracticable to obtain the consent of the Interested Persons for the same reason it was impracticable to obtain a unanimous resolution of the lot owners. Senior Member Vassie considered that, because those Interested Persons were not being deprived of any worthwhile security over the relevant area, he could make an order for Interested person consent.

[116] Also, in *Owners Corporation No 1 PS332330W v Nelson*¹⁵³ (which was overturned on appeal in *Real Estate Victoria Pty Ltd v Owners Corporation No 1 PS332430W*¹⁵⁴ but not on grounds related to s 34D(1)(c)), the application was to seek to adjust lot entitlement and liability in a building where the lot entitlement and liability for the top two floors was alleged to be disproportionately low in comparison with the remainder of the building. Senior Member Vassie ordered the change to lot entitlement and liability (which was overturned on appeal), and approached the issue of consent of Interested Persons under s 34D(1)(c) as a grouping, without evidence addressing the individual circumstances of each Interested Person:

There are 44 lots in the subdivision. There is no evidence of how many are the subject of a registered mortgage or a caveat. The order requiring alterations to lot entitlement and lot liability is most unlikely to affect adversely any mortgagee or caveator. For an owner of a lot on floor 8 or

¹⁵² [2018] VCAT 1737.

¹⁵³ [2019] VCAT 1963.

¹⁵⁴ [2021] VSC 373.



floor 9, the consequence of some catastrophic event that destroyed the whole building but led to recovery of its value under an insurance policy, or the consequence of a sale of the whole building, would lead to a greater entitlement to the proceeds of the insurance claim or of the sale. I therefore consider that it is impracticable to seek and obtain consents. I make the order sought.¹⁵⁵

[117] Also, in *Owners Corporation SP24525A v Paolucci*,¹⁵⁶ Senior Member Price was concerned with an application by an owners corporation to alter lot entitlement and liability and increase the number of owners corporations because of what was alleged to be a disproportionate lot entitlement and liability in respect of lot owners living in a separate building. The application also sought to create additional owners corporations to separately manage that building and another area. Senior Member Price allowed the application, and, in respect of the application under s 34D(1)(c), grouped the Interested Persons, finding:

The OC produced evidence to the Tribunal that there are 27 encumbrances which affect the subdivision, being 23 mortgages, one charge and three s 173 agreements. The OC submitted that it would be impracticable pursuant to s 34D(5)(b) to obtain the consent of all 27 encumbrance holders particularly in circumstances where the OC is currently raising levies that are not in accordance with lot liability and there is an urgency to the situation. Further, that the cost and time involved would make it impracticable. I accept the submissions of the OC in this respect, and find that in all the circumstances it is impracticable pursuant to s 34D(5) to obtain the person's consent. I will make the order sought.¹⁵⁷

216. I accept those submissions.

Relevant considerations to exercise of power to make order

217. As to the discretionary considerations relevant to orders against interested persons, the applicants submit:

[118] The discretionary considerations for an application under s 34D(1)(c) are apparent from the above decisions, where the Tribunal's concern in making an order under s 34D(6) is about the impact upon that person's encumbrance. For instance, in *Finocchiaro*, the Tribunal was concerned whether the loss of the area of common property would deprive the Interested Persons of a worthwhile security, and in *Nelson* the Tribunal was concerned with whether or not the security would be adversely impacted. That is, when considering whether to give consent on behalf of an Interested Person, part of the discretionary consideration is to consider why an Interested Person might object, particularly whether there is any adverse impact on that Interested Person's encumbrance. As such, there should be evidence addressing this question to satisfy the Tribunal of this matter.

218. I accept those submissions.

219. The amici submitted that similar types of considerations apply as the considerations that are relevant to the appointment of an administrator including

¹⁵⁵ Ibid, [54].

¹⁵⁶ [2018] VCAT 940.

¹⁵⁷ Ibid [39].



weighing detriment and benefit. In this case, on the question of benefit, they submitted ‘not the least of which’ is that the making of a consenting order will lead to the ability to complete the land subdivision. They also submitted that it is difficult to see how, if the matter were before the Supreme Court as a ‘refusal to consent case’, the Supreme Court would find it reasonable for an interested person to have refused in the circumstances of this case.

220. I also accept these submissions.
221. The evidence presented by the applicants and their submission on it address these considerations. In this case, on the evidence, it cannot be seen as ‘unreasonable’ to order their consent where an interested person has withheld consent but not actively refused it.
222. It is also a relevant consideration from the evidence in this case, but not a necessary factor, that so many Australian financial institutions that do have the proper procedures in place to deal with requests for consent as a ‘listed person’ under s 22(1A) of the *Subdivision Act*, have actually consented.
223. In their submissions at paras [131] to [133], discretionary considerations the applicants submit are relevant in this case are that:
 - a. ‘if anything, the value of the security will increase’ as a result of the lodgement of the proposed plan of subdivision; and
 - b. that consent is necessary ‘to avoid devaluation of the security’, for the reasons expressed by Mr Rohan, who considered the risk of there being substantial vacant spaces in the development and it being generally incomplete would influence valuations and risk ratings.
224. While I also accept those submissions, to me it is more straightforward in this case, for the reasons I have given, where the subdivision of land needs to be completed and the proposed amendments to the plan are appropriate (and also necessary) to complete it. In the circumstances of this case proof of the impact on value of any security has been unnecessary.
225. Having stated my reasons for why it is appropriate in this case for the Tribunal to make orders consenting on behalf of all present and prospective non-consenting interested persons, it is necessary to return briefly to the evidence.
226. A helpful aide memoire was prepared by Counsel for the applicants, which summarised, at the time of the hearing, the current status of known interested persons whose consent is required to the lodgement of the amending plan under **Part 4 – Registration of Certified Plans** of the *Subdivision Act*, s 22. It was filed on 20 September 2024 at 10:26am.
227. I accept that aide memoire as accurate at that time. During the hearing, Counsel took me to each of the non-consenting interested persons, and the aide memoire pinpoints the evidence in the Tribunal Book on each. I accept that evidence.
228. I note, due to the frequency of conveyances that are inevitable with a development of this scale, that the interested persons would change frequently.



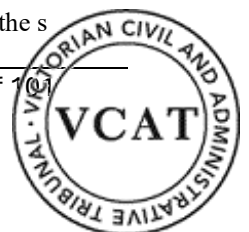
and the aide memoire was likely outdated by the time I gave oral reasons five days later. That fact underscores the practical remedial necessity for the grant ‘prospective’ orders.

229. In summary, I accept and adopt the following categories to describe the interested persons:
- a. Of the more than 70 interested persons in respect to over 2360 ‘encumbrances’ (by which I include caveats) on title as at 25 July 2024, there are no interested persons who have said or indicated they have refused consent, either actually or constructively.
 - b. Out of the over 70 interested persons whose interest is registered or recorded on title at 25 July 2024, 38 have given written consent absolutely in respect to the lots over which they hold or claim an interest in land in the affected lot,¹⁵⁸ and some have said they will provide the consent on request pending authorising order of the Tribunal.
 - c. There are different categories of ‘non-consenting’ encumbrance holders who either fall into s 34D(5)(a) or (b) (or both para (a) and (b)), being:
 - i. Green – is it impracticable to get their consent in that they have responded to communications from the developers seeking their consent, but no consent has been given;
 - ii. Blue – they have given consent in respect of other lots over which they hold an encumbrance but have not given consent for newer encumbrances over more recent lots and it is thus impracticable to get their consent for remaining lots;
 - iii. Grey – it is impracticable to get their consent as, before doing so, they have made the giving of consent conditional upon the Tribunal making orders authorising the owners corporations to lodge for registration the amendments to the plan;
 - iv. Tan – they are overseas (and thus not in Victoria) and it is otherwise impracticable to obtain their consent in that they have responded to communications from the developers seeking their consent but no consent has been given;
 - v. Pink – it is impracticable to get their consent as they have not responded to communications from the developers seeking their consent

230. This status is not static as lots may change ownership and lots may be refinanced by the same lot owner with new financiers.

Form of consenting order

¹⁵⁸ They are the ‘interested persons’ identified without a colour in the aid memoire which set out the number of lots encumbered, the nature of the interest, the number of lots without consent (showing ‘0’) and the s 34D(5) status.



231. In *Owners Corporation SP24525A v Paolucci*,¹⁵⁹ Senior Member Price made consenting orders broadly in terms that I have made them.

Charter

232. In giving my oral reasons for orders, I considered the potential implications of the Victorian Charter both as to the interpretation of the *Subdivision Act* and *Owners Corporation Act* in conferring on the Tribunal the legal authority – ‘by order’ – to alter property rights of lot owners and interested persons in land affected by owners corporations and in regard to the Tribunal’s decision to make orders under those statutory discretionary powers. I reserved the ability to give further explanation to my written reasons. I now turn to that question.

233. In this proceeding, the ‘human right’ engaged by this application is ‘Property rights’, governed by Charter, **Part 2-Human Rights**, in which s 20 states:

20 Property rights

A person must not be deprived of that person's property other than in accordance with law.

234. The *human right* protects ‘human beings’, not artificial legal persons like companies. By s 3, the definition of ‘person’ in the Charter means ‘human being’.

235. As I explained in *Richardson v Goldstone* at [198] – [202], what is embraced under the Charter by its different statutory mechanisms designed to both promote and protect ‘human rights’ under Victorian legislation and under law in Victoria, is set out in the first section of **Part 2-Human Rights**.

236. Section 7 states: (emphasis added)

7 Human rights—what they are and when they may be limited

- (1) This Part sets out the human rights that Parliament specifically seeks to protect and promote.
- (2) *A human right may be subject under law only to such reasonable limits as can be demonstrably justified in a free and democratic society based on human dignity, equality and freedom, and taking into account all relevant factors including—*
 - (a) the nature of the right; and
 - (b) the importance of the purpose of the limitation; and
 - (c) the nature and extent of the limitation; and
 - (d) the relationship between the limitation and its purpose; and
 - (e) any less restrictive means reasonably available to achieve the purpose that the limitation seeks to achieve.
- (3) Nothing in this Charter gives a person, entity or public authority a right to limit (to a greater extent than is provided for in this Charter) or destroy the human rights of any person.

¹⁵⁹ [2018] VCAT 940.



237. In *Richardson v Goldstone* I discussed the ‘human right’ protected by s 20 of the Charter and what it entails.¹⁶⁰ I adopt that discussion and need not repeat it.

238. I also adopt what I said about the relevance of s 32 of the Charter to the question of interpretation. In this case, the Charter does not in my view lead to any different construction to the ordinary principles of statutory construction that I have applied having discerned the purpose of the provisions in question and the discretionary powers they confer on the Tribunal.

239. As Warren CJ put it succinctly in *Bare v IBAC* (2015) 48 VR 129; [2015] VSCA 197, at [227] in connection with the decision made by a ‘public authority’ within the meaning of the Charter:

[W]hen a public authority is called upon to exercise a statutory power it must do two things: it must first construe the power, and then exercise that power. In the process of construction there is no doubt that s 32 has work to do in ensuring that the relevant provision, as far as possible, is construed in a way that is compatible with human rights. In some instances the only possible way to construe the provision would require the public authority to act in breach of s 38(1), hence the exception in s 38(2). However, in most cases, as in this one, once the construction process has occurred s 38(1) will act as a constraint on the exercise of the power to ensure that proper consideration is given to human rights and that the authority does not act incompatibly with human rights.

240. I refer to and adopt what I said in *Richardson v Goldstone* about the relevance of s 38 of the Charter to the Tribunal’s discretion under the *Subdivision Act* s 34D(6)¹⁶¹ and consider the same considerations apply equally to this case involving the exercise of discretionary powers under both s 34D(6) of the *Subdivision Act* and s 174 of the *Owners Corporations Act* affecting, at least, the *individual* lot-owners and ‘interested persons’ (recalling that ‘human rights’ protected by the Charter are of ‘human beings: see Charter s 3).

241. Assuming the Tribunal is acting as a ‘public authority’ within the meaning of the Charter in this case when making a decision that might *limit* the ‘human right’ of any human being owning or claiming a property interest in the land affected by the owners corporation respondents in this case, applying s 38 of the Charter to the ‘human right’ protected by s 20 (set out above), it is well established that s 7 of the Charter requires any limitation on the human right in s 20 to be demonstrably justified as reasonable having regard to the factors in s 7(2)(a)-(e).¹⁶²

¹⁶⁰ *Richardson v Goldstone* [2024] VCAT 582 at [283]ff.

¹⁶¹ *Richardson v Goldstone*, at [484] – [488].

¹⁶² See *Castles v Secretary of Department of Justice* (2010) 28 VR 141, 184 at [185]-[186]; *PJB v Melbourne Health (Patrick’s Case)* (2011) 39 VR 373 at [311] (Bell J); *De Bruyn v Victorian Institute of Forensic Mental Health* (2016) 48 VR 647, 669 -701; *Bare v IBAC* [2015] VSCA 197 at [217]-[221] (Warren CJ), [277]-[278] (Tate JA), [534] (Santamaria JA); *Colin Thompson (in his capacity as Governor of Barwon Prison) & Anor v Craig Minogue* [2021] VSCA 358 at [83].



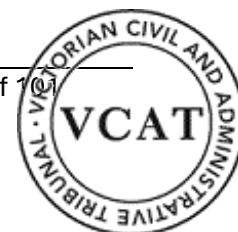
242. A consideration of each of the elements in s 7(2)(a)-(e) of the Charter demonstrates:
- a. that ‘property rights’, by their *nature*, are not immutable and are capable of being changed (including diminished) under laws governing particular property rights;
 - b. the *purpose of any limitation* on property rights is important in this case to complete the subdivision and in conformity with the planning permit;
 - c. the *nature and extent* of any limitation is miniscule;
 - d. the *relationship between the limitation and its purpose* is, in the end, to complete the subdivision of land and, ultimately, enhance the property rights attached to the land subdivision and of its lot owners as a whole; and
 - e. there are no *less restrictive means reasonable available* to achieve the purpose that the limitation seeks to achieve.
243. In this case, to the extent there is any ‘deprivation’ of property rights (which the evidence shows to be *de minimis* and outweighed by benefits to the land subdivision and its lot owners as a whole) their alteration in this case will be ‘in accordance with law’.
244. Thus to the extent that the Tribunal’s order appointing a special purpose administrator or giving consent on behalf of interested persons does affect the vested property rights of human beings owning or claiming interests in land in the plan of subdivision, the detriment to any lot owner or interested person is outweighed overwhelmingly by the benefit to the lot owners as a whole.

Application under s 34D(1)(b) and s 34D(3)(c) for consenting orders under s 34D(6)

245. I mention briefly the application for consenting orders under s 34D(1)(b).
246. Another reason for utilising the Tribunal’s power to appoint of a specific purpose administrator in this application is not simply that it is the more practical and appropriate order in this case of an *incomplete plan of subdivision with continually changing lot owners*, but also because of the continuing uncertainty about the proper legislative construction of the 2021 amendments made to s 34D(3)(c) of the *Subdivision Act*.
247. In their written submissions in support of the appointment of an administrator, the amici submitted:

[46]. In an appropriate case, these provisions can be used to circumvent the difficulties presented by s 34D(3)(c), discussed above. In *Rossidis v Owners Corporation PS409682R (Owners Corporations)*, the applicants applied for the appointment of an administrator to amend a plan of subdivision.¹⁶³ A majority of the lot owners consented to the amendment, which meant that the conditions in s 34D(3) could not be satisfied: The Tribunal held that it had “the power

¹⁶³ [2024] VCAT 580.



to appoint an administrator for the purpose of amending a plan of subdivision in an appropriate case, such as a clear case of dysfunction or inequity created by a plan of subdivision or a mistake in a plan”.¹⁶⁴ An administrator appointed for that purpose could then be authorised, by an order on an application under s 34D(1)(a), to amend the plan.¹⁶⁵ There was no need for a separate order consenting on behalf of the lot owners, because “[t]he whole purpose of appointing an administrator is to displace the decision-making power of the lot owners”.¹⁶⁶

248. I accept that submission as a further reason.

249. The appointment of an administrator in this case, avoids the risk that the manner of legislative construction that I suggested in *Richardson v Goldstone* might be found to be incorrect. I shall say something more about that shortly.

Conclusion

250. In the circumstances of this case, for these reasons, I am satisfied on the evidence:

a. The appointment of a special purpose administrator to do the things authorised by this Order, on the conditions of this Order, is appropriate and indeed necessary to complete the plan of subdivision; and

b. It is appropriate to make an order consenting in respect of interested persons,

on the terms of this Order.

Other matters

A. Application under s 34D(1)(b) for consenting orders against lot owners

251. In *Richardson v Goldstone* I expressed a view obiter dicta about reading in words to overcome what both the applicants and the amici submit is a clear legislative drafting error in s 34D(3)(c).¹⁶⁷

¹⁶⁴ [2024] VCAT 580 at [37] (Member Rowland). See also *Goss v Balmoral Quay Pty Ltd (Costs) (Owners Corporations)* [2021] VCAT 244 at [9]-[10], [18], [39]-[44] (Member Moon); *Balmoral Quay Pty Ltd v Owners Corporation No. 1 PS814484L (Owners Corporations)* [2022] VCAT 563 at [4], [22] (Deputy President Wilson).

¹⁶⁵ [2024] VCAT 580 at [30]-[31] (Member Rowland).

¹⁶⁶ *Ibid* at [30] (Member Rowland).

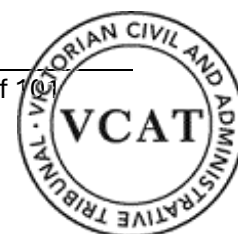
¹⁶⁷ I also observe that another member of Tribunal in a decision published on the same day as *Richardson v Goldstone* observed in *Rossidis v Owners Corporation PS409682R* [2024] VCAT 580 (Member Rowland):

27 The second reading speech gives a hint at what ill the amendments to section 34D(3) were intended to cure, The ability of a majority lot owner to prevent an application to VCAT for changes to these settings will also be removed where all other lot owners have consented to the change.

28 *To my mind, the amendments to section 34D(3) have missed the mark and caused the unintended consequence of preventing worthy applications being made to the Tribunal.*

That observation is consistent with the opinion I expressed in *Richardson v Goldstone* and continue to hold. It is also important to note what Member Rowland also observed:

SECTION 34D APPLICATIONS POST THE 2021 AMENDMENT



252. In this case, in their written submissions the *amici* contended that to read in those words is to take a ‘step to far’, so as to engage in legislating rather than legislative construction.¹⁶⁸

253. The applicants, in their written submissions submit that it is perfectly regular under the principles articulated in *Wentworth Securities Ltd v Jones* [1980] AC 74 at 105-106 (Lord Diplock) and reformulated in *Inco Europe Ltd v First Choice Distribution (a firm)* [2000] 1 WLR 586 at 592 (Lord Nicholls of Birkenhead).¹⁶⁹

254. In *Wentworth Securities Ltd v Jones* at 105-6, Lord Diplock observed:

First, it was possible to determine from a consideration of the provisions of the Act read as a whole precisely what the mischief was that it was the purpose of the Act to remedy; secondly, it was apparent that the draftsman and Parliament had by inadvertence overlooked, and so omitted to deal with, an eventuality that required to be dealt with if the purpose of the Act was to be achieved; and thirdly, it was possible to state with certainty what were the additional words that would have been inserted by the draftsman and approved by Parliament had their attention been drawn to the omission before the Bill passed into law. Unless this third condition is fulfilled any attempt by a court of justice to repair the omission in the Act cannot be justified as an exercise of its jurisdiction to determine what is the meaning of a written law which Parliament has passed. Such an attempt crosses the boundary between construction and legislation. It becomes a usurpation of a function which under the constitution of this country is vested in the legislature to the exclusion of the courts.

255. In *Inco Europe Ltd v First Choice Distribution*¹⁷⁰ Lord Diplock’s third condition was reformulated as being that the court is sure of:

‘the substance of the provision Parliament would have made, although not necessarily the precise words Parliament would have used, had the error in the Bill been noticed’.

256. In *Esso Australia Pty Ltd v Australian Workers' Union* (2017) 263 CLR 551, the majority said as follows of Lord Diplock’s approach:

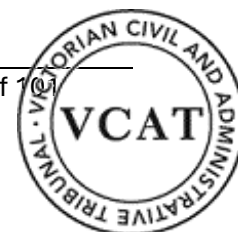
The Court’s ability to construe a statutory provision in a manner that departs from the natural and ordinary meaning of the terms of the provision in the context in which they appear is limited to construing the provision according

25 The effect of the amendment to the section 34D of the Subdivision Act 1988 is that an application cannot now be brought unless more than 50% of lot owners [by lot entitlement] have refused consent to the proposed amendment. Since the 2021 amendment there has been no reported decision of a successful application amending a plan of subdivision. Most applications have been dismissed because they do not meet the threshold of having 50% of lot owners not consenting to the amendment.

¹⁶⁸ Amici submission [35] – [38].

¹⁶⁹ Applicants’ Submissions [52] – [58].

¹⁷⁰ [2000] 1 WLR 586 at 592.



to the meaning which, despite its terms, it is plain that Parliament intended it to have.

257. In *Taylor v Owners – Strata Plan No 11564* (2014) 253 CLR 531, French CJ, Crennan and Bell JJ observed:

The question whether the court is justified in reading a statutory provision as if it contained additional words or omitted words *involves a judgment of matters of degree*. That judgment is readily answered in favour of addition or omission in the case of simple, grammatical, drafting errors which if uncorrected would defeat the object of the provision.¹⁷¹ It is answered against a construction that fills “gaps disclosed in legislation”¹⁷² or makes an insertion which is “too big, or too much at variance with the language in fact used by the legislature”.¹⁷³

258. The applicants supported either of the two approaches to reading in suggested in *Richardson v Goldstone*:

- a. The first approach is to read the words “owns more than half” in the amended provisions of s 34D(3)(c)(i) as meaning “owns more or less than half”.¹⁷⁴
- b. The second approach is to read in words into the repealing Act, to correct the mistake of repealing the old version of s 34D(3)(c), so as to put that whole section back into the statute in its entirety.¹⁷⁵

259. It is important to note, as the amici properly submitted, in *Richardson v Goldstone* the Tribunal did not receive the benefit of submissions on this issue.¹⁷⁶ Nor was it necessary for the Tribunal to resolve the issue for the purposes of that case.¹⁷⁷

260. In their written submissions the amici submitted that:

neither approach outlined in *Richardson v Goldstone* is available.¹⁷⁸

- (1) To begin with, this is not a case of a “simple, grammatical, drafting error”.¹⁷⁹ Parliament has instead, apparently inadvertently, repealed an entire paragraph of a provision.

¹⁷¹ Citing at fn [81] *Director of Public Prosecutions (Nauru) v Fowler* (1984) 154 CLR 627 at 630 per Gibbs CJ, Murphy, Wilson, Deane and Dawson JJ; *Minister for Immigration and Citizenship v SZJGV* (2009) 238 CLR 642 at 651-652 [9] per French CJ and Bell J.

¹⁷² Citing at fn [82] *Marshall v Watson* (1972) 124 CLR 640 at 649 per Stephen J.

¹⁷³ Citing at fn [83] *Western Bank Ltd v Schindler* [1977] Ch 1 at 18 per Scarman LJ, cited by Lord Nicholls of Birkenhead in *Inco Europe Ltd v First Choice Distribution* [2000] 1 WLR 586 at 592; [2000] 2 All ER 109 at 115.

¹⁷⁴ *Richardson v Goldstone* [2024] VCAT 582 at [308]-[309] (Deputy President Wilson).

¹⁷⁵ *Ibid* at [310] (Deputy President Wilson).

¹⁷⁶ *Ibid* at [306] (Deputy President Wilson).

¹⁷⁷ *Ibid* at [311] (Deputy President Wilson).

¹⁷⁸ See generally *Taylor v Owners – Strata Plan No 11564* (2014) 253 CLR 531 at [18], [22]-[25], [37]-[40] (French CJ, Crennan and Bell JJ); *HFM043 v Republic of Nauru* (2018) 92 ALJR 817 at [24] (Kiefel CJ, Gageler and Nettle JJ).

¹⁷⁹ *Taylor v Owners – Strata Plan No 11564* (2014) 253 CLR 531 at [38] (French CJ, Crennan and Bell JJ).



- (2) More particularly, this is not a case where Parliament has sought to address a matter to which the language used in the statute has failed to give effect. The amendments to s 34D(3)(c) achieve the specific objective that Parliament appears to have had in mind In enacting the amendments, however, Parliament failed to consider what was required in other cases and thus failed to provide for it. In those circumstances, it is not open to the Tribunal to “supply the deficiency”.¹⁸⁰
- (3) The problem with the first approach is that it would render s 34D(3)(c)(i) superfluous.¹⁸¹ A requirement that the member or group of members own more or less than half of the total lot entitlement would be satisfied in every case.
- (4) The problem with the second approach is that it would involve the insertion of an entire paragraph into the provision, being one that Parliament specifically repealed as part of the amendments in question. That insertion would be “too big, or too much at variance with the language in fact used by the legislature”.¹⁸²

261. While the matter of construction was not argued fully before me (in view of the indication I gave during oral submissions in the hearing that the Tribunal was minded to appoint an administrator), in discussion Senior Counsel for the amici accepted that para (3) above would be inapposite if the words ‘more or less than half’ excluded 50:50.

262. While, again, I do not need to decide the constructional point in this case, having received the benefit of the written submissions of both parties, I record that they do not cause me to alter the view I expressed in *Richardson v Goldstone* that ‘error correcting’ words can properly be read in¹⁸³ to achieve the evident

¹⁸⁰ *Tokyo Mart Pty Ltd v Campbell* (1988) 15 NSWLR 275 at 283 (Mahoney JA; McHugh and Clarke JJA agreeing), quoted in *VOAW v Minister for Immigration & Multicultural & Indigenous Affairs* (2003) 79 ALD 422 at [13] (the Court).

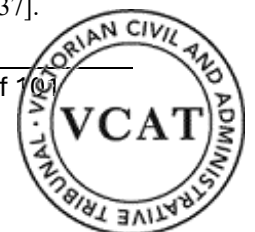
¹⁸¹ *Project Blue Sky Inc v Australian Broadcasting Authority* (1998) 194 CLR 355 at [71] (McHugh, Gummow, Kirby and Hayne JJ); *EMJ18 v Secretary, Department of Home Affairs* (2024) 303 FCR 308 at [63] (Perry and Horan JJ).

¹⁸² *Western Bank Ltd v Schindler* [1977] Ch 1 at 18 (Scarman LJ), quoted in *Taylor v Owners – Strata Plan No 11564* (2014) 253 CLR 531 at [38] (French CJ, Crennan and Bell JJ).

¹⁸³ I note that this issue has recently received further critical examination by Justice Edelman in the High Court in *Director of Public Prosecutions v Smith* [2024] HCA 32 at [129] ff. In the context of the interpretative obligation in s 32 of the Victorian Charter, Edelman J examines more broadly the way in which courts, in the exercise statutory construction generally, find the legislative meaning of words enacted by Parliament. As he explains, there are three judicial techniques which enable courts to read words to find the singular intended legal meaning of written laws and apply them to the facts of a case. He describes the techniques as “reading down”, “severance”, and “partial disapplication”. In discussing the first he observes:

133 The expression “reading down” can be misleading. It suggests that a correct, or proper, interpretation is being discarded in favour of “reading” (interpreting) a provision in a narrower way. The expression should not be understood in this way ... Instead, the expression “reading down” should be understood as describing the ordinary technique of interpretation which recognises that sentences have only one meaning but which gives particular weight to important considerations in identifying that meaning ... Hence, the technique can also involve interpreting the provision in a broader way, sometimes also called “reading up” or “reading in”.

citing inter alia, *Taylor v Owners – Strata Plan No 11564* (2014) 253 CLR 531 at 547-548 [36]-[37].



intention of the Parliament.¹⁸⁴ After considering their most helpful submissions on this issue of statutory construction, I do not consider that to read in words is a bridge to far in circumstances where reading in error correcting words is necessary to enable the true legislative purpose of the amended provisions to be given their intended meaning.

263. Nor am I convinced that even if ‘more or less’ did not embrace 50:50, that s 34D(3)(c)(i) would become otiose. Read as a complete paragraph, the addition of the words ‘more or less’, although perhaps inelegant, when read in the context of the whole of para (3), conveys the clear and perfectly rational meaning that it does not matter whether the member or group of members ‘refusing consent’ owns more or less than half the lot entitlement provided that in the case of a *refusal* to consent, the elements of s 34D(3)(c)(ii) and (iii) can be satisfied.
264. What the insertion of those two words ‘or less’ does is to bring the amended provisions into harmony with the apparent intention of the drafters that can be clearly discerned from legislative materials supporting the 2021 legislative amendments, which I discussed in *Richardson v Goldstone*.
265. The only substantive point of difference with how the former provisions previously operated is that, under the suggested ‘read in’ words, where a majority by lot entitlement votes in favour of the proposed action, there is no longer any statutory requirement for there to be a ‘double majority’ of consenting members.¹⁸⁵

In that case French CJ, Crennan and Bell J said:

[36] In *DPP v Leys* [2012] VSCA 304; (2012) 296 ALR 96 the Victorian Court of Appeal ... questioned the utility of the distinction between "reading up" and "reading down" and rejected the proposition that a purposive construction may not result in an expanded operation of a provision.

[37] Consistently with this Court's rejection of the adoption of rigid rules in statutory construction [*Collector of Customs v Agfa-Gevaert Ltd* [1996] HCA 36; (1996) 186 CLR 389 at 401 per Brennan CJ, Dawson, Toohey, Gaudron and McHugh JJ; [1996] HCA 36], it should not be accepted that purposive construction may never allow of reading a provision as if it contained additional words (or omitted words) with the effect of expanding its field of operation. As the review of the authorities in *Leys* demonstrates, it is possible to point to decisions in which courts have adopted a purposive construction having that effect. And as their Honours observed by reference to the legislation considered in *Carr v Western Australia* (2007) 232 CLR 138; [2007] HCA 47, the question of whether a construction "reads up" a provision, giving it an extended operation, or "reads down" a provision, confining its operation, may be moot [*Director of Public Prosecutions v Leys* [2012] VSCA 304; (2012) 296 ALR 96 at 129-130 [105]- [107].]

¹⁸⁴ I do note however, that reading in ‘error correcting’ words in the repealing section of the amending Act might be a bridge to far, even when apparently done ‘inadvertently’ (as was accepted by both sets of written submissions), as this may bring in other considerations, particularly given that the now repealed section of the principal Act is no longer on the Victorian statute books.

¹⁸⁵ That was the position under the repealed s 34D(3)(c), which by para (i) formerly required a majority in both number of members (‘more than half the membership’) and by lot entitlement (‘having total lot entitlements of more than half’) to vote *in favour* (to ‘consent to the proposed action’ on the plan by the owners corporation) before the Tribunal was authorised by s 34D(3)(c) to make a consenting ‘order’ under s 34D(6) against the expressed wishes of a lot owner ‘member’ or ‘members’ of the owners corporation who had ‘refused consent’.



266. The reading in of those two additional words also achieves what, to my mind, is the real legislative intention. The Parliament intended to empower the Tribunal to make a consenting ‘order’ under s 34D(6) to authorise the owners corporation itself to apply to the Registrar to lodge an amendment to its plan of subdivision in all circumstances: either where ‘votes’ of members cannot be obtained, or where they can be and there is actual dissent within the membership of the owners corporation. But in the circumstance where there is actual dissent amongst the membership – where a lot owner member or group of lot owner members has ‘*refused* consent to the proposed action’ – before the Tribunal has the power to make a consenting order *against the expressed wishes of any dissenting member or group of members*, the Tribunal must also be satisfied of the outweighing social and economic benefits ‘to the subdivision as a whole’ according to the test set out in the former s 34D(3)(c)(ii), now s 34D(3)(c)(iii).
267. The alternative construction would be to require the Tribunal, in otherwise meritorious and appropriate subdivision amendment applications, to appoint an administrator which, despite having other benefits, may be more cumbersome, costly and lead to unnecessary delay.
268. Ultimately, it was unnecessary to determine the applicants’ application under s 34D(1)(b) for consenting orders against ‘non-consenting’ lot owners, because the Tribunal determined that the appointment of an administrator was the preferable order in the circumstances of this case. It was also the case that at the final hearing, there was no member or group of members ‘refusing consent’ remaining from the November 2023 ballot.
269. I record, however, that for the reasons I have given, I am satisfied that the requirements of s 34D(3)(c)(iii) are satisfied and that ‘the *purpose* for which the action is to be taken is *likely to bring economic or social benefits to the subdivision as a whole greater than any economic or social disadvantages to the member or the group of members who did not consent to the action*’ to amend the plan of subdivision as proposed by the amending plans.

B. Split jurisdiction of the Supreme Court and VCAT in applications requiring consent of ‘listed persons’ in s 22 to amendments to plans of subdivision affected by owners corporations

270. As can be seen from my reasons, a jurisdictional complexity hampering the fair and efficient hearing and determination of this application has been the statutory splitting of jurisdiction between VCAT (which has primary jurisdiction for

In the new s 34D(3)(c)(ii), it now has the requirement that ‘all other members of the owners corporation consent to the proposed action’ on the plan.

As the Tribunal’s power to make an order when satisfied of the factors in s 34D(3)(a) or (b) remains unaltered, the ‘consent’ referred to in s 34(3)(c)(ii) must, I apprehend, include ‘consent’ given by order of the Tribunal for a members or group of members who cannot vote for some reason (under s 34D(3)(a)) or from whom it is impracticable to obtain their ‘vote’ (under s 34D(3)(b)). Otherwise those sections would be rendered inutile in situations where, previously, they could have been utilised even where there had been a member or group of members ‘*refusing* consent’. There is nothing in the legislative text or supporting materials to support that being the legislative intention of the amendments.



applications concerning amendments to plans of subdivision affected by an owners corporation under s 34D of the *Subdivision Act*) and the Supreme Court (which has an exclusive jurisdiction of a derivative aspect of part of these applications in some instances, under s 22(1E) and (1F) of the *Subdivision Act*).¹⁸⁶

271. I wish to return to that as this jurisdictional splitting deserves further legislative policy consideration. It adds unnecessary complexity to applications brought to the Tribunal affecting owners corporation subdivisions of land.
272. The issue of ‘jurisdiction’ – power hear and determine an application or make and order – is a critical question about which this Tribunal must be satisfied. In other contexts, it has been recently repeatedly described as the ‘first duty’ of this Tribunal¹⁸⁷ and indeed of courts of law.
273. In plan amendment applications affecting subdivisions affected by owners corporations, because a ‘refusal’ of consent by a ‘listed person’, puts that part of a case solely within the jurisdiction of the Supreme Court – under s 22(1E) and (1F) – this causes jurisdictional problems for both the Supreme Court and this Tribunal.
 - a. The Supreme Court must be satisfied that the ‘listed person’s’ failure to consent *is* a ‘refusal to consent’ before it can make consenting orders under s 22(1E) and (1F);
 - b. The Tribunal must be satisfied that the ‘listed person’s’ failure to consent is *not* a ‘refusal to consent’ (however that might be expressed);
 - c. If the Supreme Court finds there has been no ‘refusal to consent’, the case falls within VCAT’s jurisdiction, requiring an application under s 34D(1)(c) for orders under s 34D(6);

¹⁸⁶ I examined this recently in *Richardson v Goldstone*.

¹⁸⁷ See most recently *Certain Underwriters at Lloyd’s Subscribing To Policy Number P0003310PI2016AU0 v Shangri-La Construction Pty Ltd (In liq)* [2024] VSC 556 (11 September 2024) in which Garde J held: [26] *The Tribunal is a creature of statute and its jurisdiction ‘derives entirely from statute’.*^[17] It has no inherent jurisdiction and cannot acquire jurisdiction by conduct or consent of the parties or by a party’s waiving or failing to take the jurisdictional point.^[18] The ‘first duty’ of the Tribunal is to identify whether or not it has jurisdiction.^[19] The Tribunal has the authority to rule on its own jurisdiction^[20] and must not proceed with a matter in which it has no jurisdiction.^[21]

^[17] *Director of Housing v Sudi* [2011] VSCA 266; (2011) 33 VR 559, 564 [19] (Warren CJ).

^[18] *Krongold Constructions (Aust) Pty Ltd v Thurin & Ors* (2023) 414 ALR 1, 23 [99] (*‘Thurin 2’*); *Marshall v Emergency Services Superannuation Board (No 2)* [2022] VSC 122, [6]; *Champion v Rohrt* [2016] VSCA 215 [46] citing *PT Garuda Indonesia Ltd v Australian Competition and Consumer Commission* [2012] HCA 33; (2012) 247 CLR 240, 247 [16] (French CJ, Gummow, Hayne and Crennan JJ); *Niebieski Zamek Pty Ltd v Southern Rural Water (No 3)* [2003] VCAT 223 [41].

^[19] *Thurin v Krongold Constructions (Aust) Pty Ltd* [2022] VSCA 226; (2022) 407 ALR 187 [128]; *Federated Engine-Drivers and Firemen’s Association of Australasia v Broken Hill Pty Co Ltd* [1911] HCA 31; (1911) 12 CLR 398, 415 (Griffith CJ); *Gaynor v Attorney-General (NSW)* [2020] NSWCA 48; (2020) 102 NSWLR 123, 155 [130] (Leeming JA).

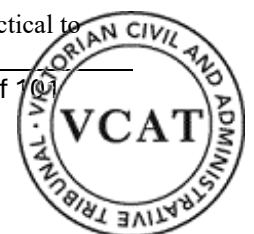
^[20] *Re Boulton: ex parte Construction, Forestry, Mining & Engineering Union* (1998) 73 ALJR 129, 133 [21] (Kirby J); *Thurin v Krongold* [128].

^[21] *Jacobsen v Whitehorse City Council* [2000] VCAT 400 [17]; *Bruce Henderson Architects Pty Ltd v Entertainment Development Group Pty Ltd* [2004] VCAT 1356 [18].



- d. If the Tribunal finds that there has been a ‘*refusal to consent*’, that part of the case falls within the jurisdiction of the Supreme Court
274. The splitting of jurisdictional power to make *all* the orders necessary to complete the plan of subdivision has created significant difficulty in this large, mixed use commercial and residential land subdivision, where off-the-plan contracts of sale of lots within the subdivision have been made with purchasers before the entire subdivision of land has been completed.
275. There is also a difference in the statutory expression of the criteria to be applied by the Tribunal and Supreme Court in exercise of the discretionary power conferred by the *Subdivision Act* to give consent of a ‘listed person who has not consented to the amendment to the plan of subdivision affected by the owners corporation.
- a. In the case of a listed person *refusing* to consent, the discretion of the Supreme Court to make a consenting order is conditioned on criteria of ‘unreasonableness of the refusal to consent’ under s 22(1F);.
- b. In the case of the Tribunal, to make a consenting order under s 34D(6) – where the Tribunal must be satisfied that the inability to obtain the listed person’s consent is a reason set out in s 34D(5)¹⁸⁸ – the Tribunal’s discretionary power is open textured, to ‘make any order it thinks fit’.
276. Because lots in the large land subdivision could be bought or sold or refinanced at any time before the applications were heard and determined, every week raised a fresh possibility that a new mortgagee financing the purchase of a lot or re-financing the existing ownership of a lot or any registered lessee or caveator claiming an interest in the fee simple in a purchased lot might refuse to consent to the amendments to the plan proposed.
277. That then happened in May 2024. By *Application for Directions Hearing or Orders* dated 29 April 2024 (filed with the Tribunal on 6 May 2024), the applicants applied in this proceeding for orders from the Tribunal under s 169J of the *Owners Corporations Act* authorising the first and second applicants (May21 and FEC May22) to commence and conduct a proceeding in the Supreme Court of Victoria on behalf of each of the respondent owners corporations OC1, OC5 and OC8.
- a. The proposed Supreme Court proceeding was in the form of the Originating Motion and Summons attached to the ‘Proposed Form of Order’ accompanying that *Application*, but not limited to the defendants in that Originating Motion and potentially to extend to bring a claim against any ‘**interested person**’ (namely, a person listed under s 22(1A) of the *Subdivision Act*) who refuses consent to the registration of the ‘Conversion Plan’ and ‘Removal Plan’. It was supported by affidavits of Mr Wilkinson and Mr Savage, solicitors and written submissions.

¹⁸⁸ Namely, that the person is dead or out of Victoria or cannot be found, or for some reason it impractical to obtain the person’s consent or serve them with a notice under s 22(1B).



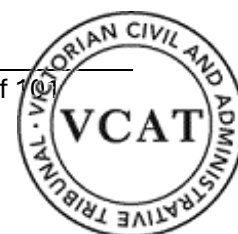
- b. At that point in time the Tribunal received evidence that:
- (i) the applicants had sought consent in October and November 2023 from 55 interested persons but that since then ‘additional persons and entities had become interested persons under s 22(1A) of the *Subdivision Act*.
 - (ii) at that time the applicants had sought consent from:
 - 47 mortgagees affected by the plan of subdivision and
 - 18 caveators who had registered caveats on title to various lots on the plan, and
 - consent had been obtained from all but 10 mortgagees with only HSBC Bank Australia Ltd being characterised by the applicants as having ‘refused consent’ and all others simply not having given consent;
 - of the 18 caveators, only two had formally consented, and one was considered ‘pending’, but all other caveators were characterised by the applicants as having ‘failed to respond in any manner to the applicants’ requests for consent to the registration of the Conversion Plan and Removal Plan’.

278. The Tribunal listed the application for urgent hearing on 8 May 2024.

279. I record what the applicant’s *submitted* as being the reason they considered it prudent, if not necessary, to commence a parallel Supreme Court proceeding to avoid running into any jurisdictional obstacle.

280. In their written submissions in support of the authorising order under s 169J of the *Owners Corporations Act* dated 6 May 2024 the applicants submitted:

3. The legislation relevant to this application includes ss 18(1), 162, 169I and 169J of the *Owners Corporations Act 2006* and ss 22, 32 and 34D of *Subdivision Act 1988*.
4. The applicants continue to prosecute this proceeding in the Tribunal for consent under s 34D(6) *Subdivision Act* on the bases set out in s 34D(5), namely, that:
 - a. it is otherwise impracticable to obtain the consent of the interested persons who have not given their consent, to the registration of the Conversion Plan and the Removal, as required by s 22(1)(da) and (1A); and
 - b. the balance of interested persons who have not consented yet to registration of the Conversion Plan and Removal Plan and whose consent is required are persons that are out of Victoria.
5. Since commencing this proceeding, *certain interested persons have refused to provide their consent* to the registration of the Conversion Plan and the Removal Plan.
6. On a fair reading of s 22 of the *Subdivision Act*, and from recent authority of the Tribunal, the Tribunal is precluded from giving consent where an interested



person has refused to give consent and it is then a matter within s 22 of the *Subdivision Act*.¹⁸⁹

7. In the applicants' submission, the exclusive jurisdiction of each under the relevant section of the *Subdivision Act* is clear from a plain reading of the legislation, particularly s 22(1E) and (1F) and 34D(5).
8. The Supreme Court of Victoria, and not the Tribunal, has jurisdiction where there is a 'refusal' to consent, by operation of s 22(1E) and (1F) of the *Subdivision Act*....
9. Looking at it from the perspective of s 34D(1)(c) and (5) of the *Subdivision Act*, it is not impracticable to obtain consent where there is a refusal to consent.
10. Thus, *there is a clear difference in jurisdictional fact giving rise to similar relief in different fora*.
11. In the case of the Tribunal, the jurisdiction exists where consent, for example, is impracticable to obtain.
12. In the Supreme Court, the jurisdiction exists where an interested person has unreasonably refused consent to the registration of a plan of subdivision. *The dichotomy between the jurisdictional facts lies in the existence of a refusal, which (as discussed further below) connotes a conscious 'election' between giving consent or not reasonably giving consent*.
13. The persons who can apply for the relief in each forum are circumscribed under the sections of the *Subdivision Act*.
14. Only an owners corporation (OC1, OC5 and OC8) can commence and prosecute the proceeding under s 22(1E) *Subdivision Act* as:
 - a. only an applicant for registration of a plan for which a unanimous resolution was obtained under s 32 of the *Subdivision Act* (here, the Section 32 Plan) may apply to the Supreme Court of Victoria for an order under s 22(1E) of the *Subdivision Act* (see underlined words in [footnote¹⁹⁰ below]); and
 - b. only an Owners Corporation can register the Section 32 Plan (and therefore be the applicant for its registration under s 22(1E)) by reason of the wording of s 32 of the *Subdivision Act*, which begins with the words (emphasis added):

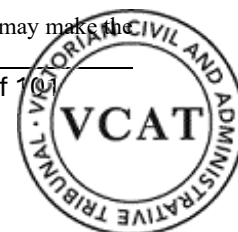
If there is a unanimous resolution of the members, an owners corporation may proceed under this Division to do one or more of the following—
15. In order to commence and prosecute the proceeding under s 22(1E) *Subdivision Act*, OC1, OC5 and OC8 each would require a special resolution of its members to do so under s 18(1) *Owners Corporations Act*, which states:
 - (1) *Subject to subsection (2), an owners corporation must not commence any legal proceeding unless it is authorised by special resolution to do so.*
16. Alternatively, another person on behalf of OC 1, OC 5 and OC 8 may be authorised, on behalf of OC 1, OC 5 and OC 8, to commence and prosecute a

¹⁸⁹ *Sim v Jarvis (Owners Corporations)* [2019] VCAT 340 at [37].

¹⁹⁰ **Section 22 When can the Registrar register a plan?**

...
(1E) Where a person whose consent to the registration of a plan is required refuses to consent, *the applicant for its registration may apply to the Supreme Court* for an order consenting to the registration of the plan on behalf of the person whose consent was required.

(1F) On the application, the Supreme Court, if satisfied that the refusal of consent was unreasonable, may make the order sought.



proceeding under s 22(1E) SD Act. FEC May22 can do so as a lot owner, and it makes this application under s 169I for that authorisation from the Tribunal under s 169J of the *Owners Corporations Act*.

281. I was satisfied on that application under s 169J of the *Owners Corporations Act* that the applicants had discharged their burden of persuasion to establish why the Tribunal should make the authorising order permitting Supreme Court proceedings to be commenced in the names of the owners corporations.
282. The need was as compelling as the circumstance where such an authorising order under s 169I of the *Owners Corporations Act* was made in an earlier proceeding before the Tribunal concerning Lot AS. In 2023, Senior Counsel for the applicants at the time made similar submissions concerning the circumstances at that time regarding the consents of ‘listed persons’ required by the developers to be able lodge for registration the plan of subdivision to establish Lot AS.
283. I also record the submissions made by the applicants about why in this proceeding they characterised the conduct of HSBC Bank Australia Limited in May 2024 to then be a ‘refusal’ of consent, thus bringing that part of the case within the jurisdiction of the Supreme Court rather than this Tribunal:

HSBC’s refusal occurred when it declined consent *because its customer’s consent was refused or could not be obtained*. The applicants infer from this a refusal for the following reasons. First, in each instance, a mortgagee is conscious of a requirement under the *Subdivision Act* that it must give consent. Secondly, consideration to the consent is not conditional upon any other person giving consent – a mortgagee is not obliged to defer to the customer pursuant to the mortgagees’ mortgage that incorporates the Memorandum of Common Provisions (MCP).¹⁹¹ Thirdly, when facing a choice between giving consent to registration and not doing so, the mortgagee declines to do so. *This jurisdictional fact is now a matter for the Court.*

...

The applicants have written to HSBC who has refused its consent and have explained that its MCPs do not require deferral to their customers and there is no impact on their security. Nevertheless, HSBC has refused consent.

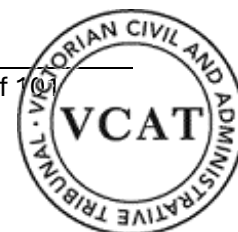
Refusal vs impracticability

The Macquarie Dictionary defines ‘refuse’ relevantly as follows:

1. to decline to accept (something offered): to refuse an office.
2. to decline to give; deny (a request, demand, etc).
3. to express a determination not (to do something): to refuse to discuss the question.
4. to decline to submit to.
- ...
7. to decline acceptance, consent, or compliance.

The term ‘refusal’ within the meaning of the *Subdivision Act* has not been judicially considered. However, it has been considered in the context of road

¹⁹¹ Citing at fn [4] Savage Affidavit [19], [16] and exhibit RCS-2 pp 106 to 142.
VCAT Reference No. OC1624/2023



safety legislation, major crime , legislation and in a form of order of the Court. In *Rejman v Dunsmore* [1983] 32 SASR 151 at 159 (*Rejman*), Wells J said that a refusal can be express or by necessary implication through conduct. Habersberger J in *Talacko v Talacko* [2009] VSC 387, [26] and Riordan [in] *The Queen v Williams* (Contempt) [2017] VSC 642, approved *Rejman* and adopted the definition in the Macquarie Dictionary ‘to express a determination not (to do something)’ as being most apt for this term. In *Hrysikos v Mansfield* (2002) 5 VR 485, [3] Ormiston JA said that a *refusal involves a mental element judged objectively*.

The applicants submit on the evidence that HSBC has repeatedly declined to give its consent, including by deferring to their customers, which is:

- a. to express a determination not to consent to the registration of the Conversion Plan and the Removal Plan; and
- b. if not express, then inferred from conduct.

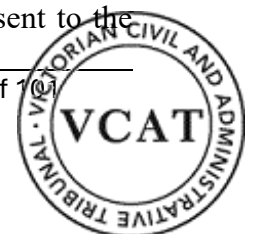
There are mortgagees that have simply not responded. Further, there are interest holders under s 22(1A) of the Subdivision Act who are yet to come into existence but will do so on and from progressive settlement of the lots in Towers C and D. It is impracticable to obtain those persons’ consent as that term is commonly understood. Those mortgagees are not within the group of refusals as there is no evidence of consciousness to withhold consent

284. While on that interlocutory application it was unnecessary for the Tribunal to make any finding on characterisation of the listed person’s conduct, evident from the applicants’ submission was the jurisdictional difficulty they faced, compelling them to commence a separate proceeding in the Supreme Court if their characterisation of the conduct of the listed person was found to be correct at final hearing.
285. The Tribunal’s authorising 5 May 2023 Orders, made under s 169I of the *Owners Corporations Act*, permitted the developers – as lot owners – to bring proceedings in the Supreme Court in the name of the owners corporations against *any* ‘refusing to consent’ listed person, for orders from the Supreme Court under s 22(1E) and (1F) of the *Subdivision Act*. Those orders were made on conditions that the developers must conduct the proceeding at their own cost and indemnify the owners corporations for any costs awarded against the owners corporations by the Supreme Court. Security for costs was also a condition imposed. I record the relevant parts of the Tribunal’s 5 May 2024 Orders:

BACKGROUND

...

- B. This authorising application is brought under s 169J of the *Owners Corporations Act 2006* (Vic).
- C. The proposed Supreme Court proceeding is to be substantially in the form of the Originating Motion and Summons attached to the ‘Proposed Form of Order’ accompanying this *Application*, but not limited to the defendants in that Originating Motion and potentially to extend to bring a claim against any ‘**interested person**’ (as that term is used in the Amended Points of Claim dated 4 January 2024 filed in this Proceeding) who refuses consent to the



registration of the 'Conversion Plan' and 'Removal Plan' being:-

- (a) The '**Conversion Plan**', being a Section 32 Plan, that:
 - (i) converts Lots A and B that are created from registration of the Pre-Conversion Plan, to Common Property 1 ('CP 1') and Common Property 8 ('CP8') respectively on Plan of Subdivision PS746092G ('the Plan'); and
 - (ii) extinguishes any lot entitlement and liability that Lots A and B would have as members of OC 1, OC 5, OC 8 and Owners Corporation No. 9 PS746092G ('OC 9').
- (b) The '**Removal Plan**', being a Section 32 Plan, which seeks to remove Lot C as a member of OC 5 and OC 8 and, incidentally, extinguish any associated lot entitlement and lot liability for Lot C as a member of OC 5 and OC 8.

...

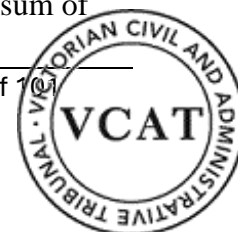
E While this Application is made primarily to enable the commencement on behalf of the respondent owners corporations of Supreme Court proceedings against HSBC Bank Australia Ltd who, the applicants' submit, has refused to consent to registration of the Conversion Plan and the Removal Plan the Section 32 Plans that are the subject of this VCAT proceeding, because of the underlying nature of the issues affecting the completion of this Melbourne CBD subdivision development, I accept the applicants' submission that this authorising Order should permit proceedings to be commenced on behalf of OC1, OC 5 and OC 8 and prosecuted against other **potential parties** contemplated by these Orders.

- F. The leave given to commence the Supreme Court proceeding:
- (b) against HSBC Bank Australia is conditional upon the applicants' undertaking to make payment into Court of \$80,000 or such other sum as may be required by the Supreme Court of Victoria or this Tribunal;
 - (b) against other **potential parties** is conditional upon the applicants' undertaking to make payment into Court of such further or other sum as required by the Supreme Court of Victoria or this Tribunal in connection with claims brought in the Supreme Court against such other party or parties.

That payment into Court is to secure the undertaking that the applicants have each, through their solicitor, given to the Tribunal as recorded by these Orders.

UNDERTAKING GIVEN TO THE TRIBUNAL BY THE APPLICANTS:

The Applicants undertake to indemnify Owners Corporation No. 1 Plan PS746092G, Owners Corporation No. 5 PS746092G and Owners Corporation No. 8 PS746092G from any and all liabilities, losses, costs and adverse costs orders incurred or suffered in or as a consequence of the commencement and conduct of the proceeding authorised by this order secured by payment into Court of \$80,000 in the first instance within 7 days of commencement of the foreshadowed proceeding, and if the applicants determine to bring the proceeding against more than two **potential parties**, by further payment into Court of the further sum of



\$40,000 for each additional party, or such other sum or sums as may be required by the Supreme Court of Victoria or this Tribunal to secure this undertaking.

ORDERS

Conditional on the above undertaking, which is accepted by the Tribunal, the Tribunal orders:

1. The First and Second Applicants are authorised pursuant to s 169J of the *Owners Corporations Act 2006* (Vic) to commence and prosecute, on behalf of Owners Corporation No. 1 Plan PS746092G, Owners Corporation No. 5 PS746092G and Owners Corporation No. 8 PS746092G in the Supreme Court of Victoria an application under s 22(1E) of the *Subdivision Act 1998* in connection with the sought approval for registration of the Conversion Plan and the Removal Plan as affecting Plan of Subdivision PS746092G.
2. The proposed Supreme Court of Victoria proceeding is to be in substantially the same form as the Originating Motion and Summons attached to the proposed form of order accompanying this Application, but is not limited to the defendant in that Originating Motion, and potentially extends to any ‘**interested person**’ who is a person within the meaning of s 22(1A) of the *Subdivision Act 1988*, being the parties listed in para 25 and para 26 of the Second Affidavit of Robert Campbell Savage sworn 6 May 2024 and any other ‘interested person’ (**potential parties**) where that interested person is alleged to have refused consent to the registration of the Conversion Plan and the Removal Plan.
3. Upon commencement of the Supreme Court proceeding authorised by this Order, the applicants are directed to write to the principal registrar informing the Tribunal of the Supreme Court proceeding reference number and, if known, the name of the Supreme Court Justice to whom the proceeding may be assigned, and to inform the Tribunal whether further orders are required to enable the hearing and determination of the matters remaining in this Tribunal proceeding to be assigned to that Justice, sitting as a member of this Tribunal, for hearing and determination.

...

286. Under those authorising Orders, the applicants commenced Supreme Court proceedings in the name of the relevant owners corporations. As I have mentioned earlier, on 8 August 2024, the applicants sought by letter to the President of the Tribunal, an order pursuant to s 29 of the VCAT Act, that he appoint a Justice of the Supreme Court of Victoria who also sits in the Tribunal to hear and determine VCAT Proceeding OC 1624/2023 and Supreme Court Proceeding S ECI 2024 04044.
287. Then the defendant to the Supreme Court Proceeding apparently changed its position, resulting the applicants no longer needing an order under s 29 of the VCAT Act as the Supreme Court proceeding was no longer to be to be progressed. On 9 August 2024 the applicants withdrew their request for an order pursuant to s 29 of the VCAT Act.
288. By *Application for Directions Hearing or Orders* dated and filed on 9 August 2024 the applicants informed the Tribunal that this VCAT Proceeding OC1624/2023 was therefore ready for final hearing by the Tribunal. They sought



orders for a hearing date to be fixed on 19 September 2024 for 2 days (having confirmed the availability of the amici curiae appointed by the Tribunal). After hearing from the applicants' Counsel and the *amici curiae* at a hastily convened directions hearing on 6 September 2024, I set the case down for final hearing as requested, by Zoom.¹⁹²

289. I record these events to show how in legal proceedings for consenting orders to alter plans of subdivision affected by an owners corporation, the practical operation of the legislation has become jurisdictionally complex.
290. These *jurisdictional* problems could be overcome by legislative amendments to s 22(1E) and (1F) and s 34D of the *Subdivision Act* to make it clear that where the amending plan of subdivision sought to be lodged for registration is one affected by an owners corporation, the Tribunal has power to hear and determine *all aspects* of the case involving the amendment to the plan of subdivision affected by an owners corporation.
291. In 1991, when ss 22(1E) and (1F) were enacted to confer jurisdiction to make orders against *refusing* to consent 'listed parties' exclusively on the Supreme Court, whatever the policy rationale may then have been, it warrants reconsideration. Given that VCAT did not exist in 1991 and now that VCAT has since been conferred primary jurisdiction to make orders against all (including *refusing* to consent) 'lot owners', it is unclear whether the policy rationale remains valid.
292. The difficulty does not simply present a difficulty of jurisdiction. It also creates the potential that a 'listed person' – a registered mortgagee, lessee or annuitant, or purchaser of a lot lodging a caveat – whose rights are derivative¹⁹³ to the interests in land of the registered proprietor of the lot in a subdivision affected by an owners corporation, can stand in the way of a proper amendment to the plan of subdivision, by 'refusing' to give written consent to a request to amend the plan *even if* all lot owners unanimously vote for the amendment or the Tribunal determines (in making consenting orders under s 34D(6), in an application under s 34D(1)(b) or through the appointment of an administrator to the owners corporation), that the proposed amendment is an entirely proper amendment to the plan.¹⁹⁴
293. While there may well be cases where a 'refusal of consent' is *not* 'unreasonable' (within the meaning of s 22(1F)), the difficulty from the perspective of the fair

¹⁹² Giving directions for the filing of an electronic Tribunal Book for the final hearing, indexed, hyperlinked, paginated and searchable (with a core bundle of key documents to be referred to in the hearing) as a single PDF document, outlines of submissions and lists of authorities, with a direction to the principal registrar to again send a Zoom link to the co-owners of the lot who had been observing the case from China.

¹⁹³ Accepting that in exceptional cases (for example, where there is an allegation of registration of title by fraud or forgery), the claim of a caveator claiming an interest in the fee simple may not strictly be derivative of the rights of the registered proprietor.

¹⁹⁴ Including in circumstances where lot owners have 'refused consent', the Tribunal is satisfied under s 34D(3)(c) that 'the purpose for which the action [to amend the plan] is to be taken is *likely to bring economic or social benefits to the subdivision as a whole greater than any economic or social disadvantages to the member or the group of members who did not consent to the action*'.



and efficient case management of legal proceedings, and for the parties, lot owners and other listed persons, is that in proceedings before VCAT, the Tribunal has no authority or power over that issue because the reasonableness of at ‘refusal to consent’ falls for determination in another forum and the ‘listed person’ cannot, therefore properly be joined to the VCAT proceeding because they have ‘refused’ to give their written consent to the proposed amendment to the plan of subdivision affected by the owners corporation.

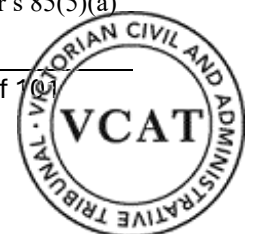
294. It would be an undesirable outcome if, in future cases where the Tribunal could not hear and determine the entire application because of jurisdictional difficulties with *part* of the application under the *Subdivision Act*, for the Tribunal to be compelled to continue to make authorising orders under the *Owners Corporations Act* so that that *part* of the proceeding could be heard by the Supreme Court with an order (as was sought in this case) under s 29 of the VCAT Act or, an alternative order (in an appropriate case) referring the subject matter of the other *part* of proceedings within VCAT’s jurisdiction to the Supreme Court,¹⁹⁵ under the case management powers available to the Tribunal in s 77 of the VCAT Act.

C. Amicus curia and the role of legal practitioners

295. A final feature of this case that it is desirable to mention for different reasons is that there was no effective contradictor to the applications made by the developers.

¹⁹⁵ Noting that under the *Constitution Act 1975* (Vic) **Part III -The Supreme Court of the State of Victoria**, the jurisdiction of the Supreme Court is ‘general jurisdiction in all matters’ (to use the expression of the *Report of the Australian Judicial System Advisory Committee to the Constitutional Commission* (22 May 1987), para 3.6), and which is unlimited unless expressly taken away by Victorian statute. Specifically, under the *Constitution Act 1975* (Vic) s **85 Powers and jurisdiction of the Court**:

- s 85(1) invests jurisdiction in the Supreme Court ‘in all cases whatsoever’, being ‘the superior Court of Victoria with unlimited jurisdiction’: see *City of Collingwood v Victoria* [1993] 2 VR 66 per Harper J concerning the entrenchment provided by *Constitution (Jurisdiction of Supreme Court) Act 1991* (Vic); *Mayor, Councillors & Citizens of City of Collingwood v Victoria* (unrep, App Divn Vic, 10/11/1992, 11826 of 1992) per Brooking J; *Constitution Act 1975* (Vic) ss 18(2A).
- ss 85(5)(a) and (8) display Parliament’s intention regarding when provisions of Victorian Acts (that might on their face limit the jurisdiction of the Supreme Court) actually limit its unlimited jurisdiction, stating as relevant:
 - (5) *A provision of an Act, other than a provision which directly repeals or directly amends any part of this section, is not to be taken to repeal, alter or vary this section unless —*
 - (a) *the Act expressly refers to this section in, or in relation to, that provision and expressly, and not merely by implication, states an intention to repeal, alter or vary this section ...*
 - (8) *A provision of an Act that confers jurisdiction on a court, tribunal, body or person which would otherwise be exercisable by the Supreme Court, or which augments any such jurisdiction conferred on a court, tribunal, body or person, does not exclude the jurisdiction of the Supreme Court except as provided in subsection (5).*
- ss 85(9)-(14) catalogues those provisions of other Victorian Acts that directly amend s 85 of the *Constitution Act 1975*.
- Subsequent Victorian Acts conferring ‘original jurisdiction’ on the Tribunal ‘alter or vary’ s 85 of the *Constitution Act 1975*, regarding the jurisdiction of the Supreme Court. Neither the *Subdivision Act* nor the *Owners Corporations Act* expressly exclude the jurisdiction of the Supreme Court under s 85(5)(a) and (8).



296. This can create significant difficulties in an adversarial system of hearing, where the decision maker (be it the Tribunal or a court hearing the application for orders) relies on the case put, including the evidence presented and the submissions made, by the ‘parties’ to the legal proceeding.
297. In the proceedings before the Tribunal at times, if not throughout, the owners corporation respondent parties were under the effective control of the applicant developers, who commanded an ordinary majority through the lots they owned and controlled.
298. In the proceedings before the Tribunal, no lot owner out of the thousands of lots came forward seeking to oppose the application or even to represent the owners corporations.¹⁹⁶
299. Given the difficulty of there being no effective contradictor, early in the life of the case the Tribunal made orders¹⁹⁷ for amicus curiae Counsel to be appointed to act to assist the Tribunal in the role of a contradictor to the case (whether it was to be heard exclusively in the Tribunal or as part of a concurrent proceedings with a Supreme Court proceeding).
300. The Tribunal extends its gratitude to the President of the Victorian Bar Council for calling upon experienced Senior or Junior Counsel to take on that role under the Request Order.
301. Adopting procedures common in other legal proceedings,¹⁹⁸ the applicant developers were ordered to cover their fees so that there was no expense to the owners corporation respondents themselves, and thus no expense to other lot owners.
302. The amici curiae appointed by the Tribunal under the Appointment Order, appeared and acted at the direction of the Tribunal (under the orders and direction of the presiding member at hearing) to assist the Tribunal make the correct or preferable decision in this case. They did not act for any party but solely to assist the Tribunal in the discharge of its functions and in the interests of the administration of justice, by making submissions where called upon about

¹⁹⁶ Two lot co-owners in mainland China did observe the proceeding by Zoom throughout. The Tribunal heard from them at different directions hearings but an application by them to be granted leave to appear as ‘parties’ in the proceeding was refused by the Tribunal because it was clear that they were not seeking to advance any position but rather wanting legal advice from the Tribunal about what they should do and whether or not to give their consent. (The giving of advice of such type is not the function of a Tribunal charged with the *decision* making function, and statutory duty, to hear and determine according to law the inter partes application brought before the Tribunal). To give them the opportunity to make any application that they might properly seek to make in the proceeding, and to enable them to understand what the proceeding was about, in addition to the materials the applicants were directed to serve on lot owners during the course of the proceeding, I made directions to the principal registrar to ensure that all Orders made by the Tribunal were also served on those two co-owners and that they be sent all hearing notices and links to remote hearings. The final hearing was also conducted in the Tribunal with a video link available to them (or any other person) wishing to watch remotely.

¹⁹⁷ Orders dated 17 January 2024 (**Request Order**) and 31 January 2024 (**Appointment Order**).

¹⁹⁸ Notably, class action settlements.



matters of legal interpretation and interests that were otherwise unrepresented in the legal proceeding.

303. I wish to record that the assistance of the amici curiae Counsel, both to me as the presiding member and to the Tribunal more generally, was immeasurable.
304. I commend Ms Porter SC and Mr Maxwell of Counsel for the independent and highly professional approach they brought to the performance of their role. The case could not have been heard and determined so promptly without their legal research and submissions (both written and oral), which were balanced and clearly presented, and which evolved as the complexions of the evidence in the case at final hearing became clear. As I have mentioned, a submission made in opening written submissions was modified after the evidence on that issue had been presented and the discussion that had ensued about it during the hearing. That concession, properly made, only served to give the Tribunal full confidence in the independence of mind that was being brought to the task being performed by the amici curiae to assist the Tribunal discharge its function and, in the interests of the administration of justice.
305. I have remarked already about the complexity of the case for the applicants both jurisdictionally and factually, and in relation to the legal principles to be applied in this case, where the Tribunal has for the first time utilised the power under s 174 of the *Owners Corporations Act* to appoint a special purpose administrator.
306. It would be remiss not to commend the applicant Counsel, Mr Downie for the equally professional approach taken by him, and also that of his instructing solicitors Mr Wilkinson, Mr Savage and Ms Mosbey, who compiled the necessary evidence, discharged the Tribunal's various case management directions during the interlocutory stages of the case and who instructed (and appeared) at interlocutory hearings and instructed Mr Downie at the final hearing.
307. Mention has been made in my reasons of an earlier Tribunal proceeding preceding the creation of Lot AS. That case – affecting only the consents required to that plan amendment from interested persons – had some of the same case management complexities. It has had also followed a similar path in late 2022 and early 2023 before it was eventually resolved without any need for hearing or adjudication by the Tribunal. I mention it again because, like this second proceeding, at one point the applicants had engaged Senior Counsel, Mr Twigg KC leading Mr Downie, and in a similar application for leave to bring concurrent proceedings in the Supreme Court in the name of then relevant owners corporation, Senior Counsel then leading Mr Downie informed the Tribunal that the approach that the applicants were taking to the legal proceeding before the Tribunal was to treat it as if it were an *ex parte* application, with all the responsibilities that that imposes on legal practitioners before this Tribunal. In appearing in this second more complex proceeding without a leader, Mr Downie informed me during the running, that the same approach was being taken by him and his instructors.



308. I commend the legal professionals representing the applicants for taking that approach and for the candour which they displayed in their submissions and presentation of the evidence, favourable or otherwise to the interests of their clients. That approach served the interests of the administration of justice by enabling the critical issues for determination by the Tribunal to be identified succinctly and comprehensively, and it enabled me to make orders with *ex tempore* oral reasons shortly after the hearing concluded.

D. Schedule

309. The Schedule attached forms part of these reasons for the Tribunal's Order made on 25 September 2024.

310. Annexure A and B to the 25 September 2024 Order also form part of that Order.



Minutes of Annual General Meeting

PS 746092G – OWNERS CORPORATION 1, 2, 3, 5, 6, 7 and 8 – WEST SIDE PLACE 250 SPENCER ST
MEETING HELD ON THURSDAY 18th APRIL 2024 AT 1 PM
VIA ZOOM WEBINAR

Present:	Alicia Shu-Xin Lam	Lot 3105D
	Amroy Vintage PC Pty Ltd	Lot 3805B*
	Andrew Jessop	FEC Lots
	Yuhuan Li	Lot 3705C
	Mr Chen Liang	Lot 3404D
	Mr Chen-Hui Yang	Lot 5202C
	Ms Cheung Chu Lam	Lot 603B
	Clive Kenneth Sangster	Lot 4301B
	Colin James Bird	Lot 2402B
	Mr David Leon Stuckey	Lot 2003A
	David Francis Woodford	Lot 5109C
	Eng Keong Lua	Lot 5108C
	Eiji Kawahara	Lot 5304B
	Eric Iskandar	Lot 3412A
	Eric Paul Rosen	Lot 3122Z, 6713D
	Erni Wijaja Keng	Lot 4905D
	Gino Giacobbe	FEC Lots
	REMA SMSF PC PTY LTD	Lot 1207C*
	Flora Ching Sau Leung	Lot 3002B
	Fujio Shizuka	Lot 6505D
	Glen David Stuart	Lot 6404C
	Gonghao Zhuang	Lot 3913B
	Hai Lin	Lot 3913B
	Siew Hwa Han	Lot 2202B
	Hua Yang	Lot 5413B
	Indra Kusnadi	Lot 912A
	Jasmine Zhu	Lot 1709D*
	Jing Gao	Lot 1507C
	Jinghan Li	Lot 1605C
	John Jun Yang Lee	Lot 6107C
	Joseph Dagher	Lot 5301A
	Joseph Paul Zooeff	Lot 5201D
	Justin Shen	Lot 1015A*
	Li Shen	Lot 1402D
	Lisa Meighan	Lot 5610A
	Liza Chun Loy Chui	Lot 6704C
	Matt Weatheritt	FEC Lots

Matthew Brian Franke	Lot 4709B
Meeliani	Lot 3202C
Wing Hong Ng	Lot 2212A, 3401A
Oanh Thi Kim Nguyen	Lot 701A
Quoc Huy Le &	Lot 2405A, 5701A
Phuong Dao Yen Tran	
Ratana Lim	Lot 6613D
Rodney James Green	Lot 3503A
Roger Bunting	FEC Lots
Sau Hing Choi	Lot 6005D
Shelley Dianne Wright	Lot 5108D
Sijin Li	Lot 6906D
Simon Airey	Lot 2909D
Suk Che Ivy Ho	Lot 3404B, 7040Z
Taohan Yang	Lot 4701B
Le Anh Thu Nguyen	Lot 4408B
Cheuk Yin Keith Wai	Lot 6502C
Wei-Ju Chien	Lot 1902C
Wun Han Chan	Lot 4405D
Xiali Chen	Lot 3703D
Yi Wang	Lot 7007D
Yimin Cheng	Lot 3001B
Yingyan Wu	Lot 5602A
Zeyu Zhao	Lot 6303D

**Denotes those without a valid proxy*

In Attendance:	John Gunn	Australian Property Management
	Trang Pham	Australian Property Management
	Kerry Cox	Australian Property Management
	Matthew Esmore	Australian Property Management
	Marie Crowley	Focused Facilities Management
	Abbas Ahsan	Focused Facilities Management
	Hedi Cherif	Focused Facilities Management
	Charlie Kobak	Crownland Security

Apologies:	Ploen Nganthavee	Lot 908A
	& Mr Guntitat Rujites	
	Aimee Stanyer	Lot 1908C
	Martin Douglas Spillane &	Lot 4703B
	Ruth Louise Spillane	

Proxies:	Christopher Moreira	Lot 2905D
	Fong Yik Tse	Lot 5710B, 2126Z
	Heath Lee	Lot 3165Z, 3166Z, 6801D
	Hongjun Li	Lot 5502B

Linda Xu	Lot 2113D
Sam Kwok Sang Lai	Lot 5309D
Zongchuan Lu	Lot 2080Y, 4710B
Quoc Huy Le (Vincent)	Lot 2207Z, 2609A, 5504C, 7027Z
Andrew Jessop	Lot B1S302, G2RB, G4RB, G6RA, 11RB, 21RB, G27RC, G31RD, 202B, 302B, BMS303R, BMP305R, BMS306R, BMP308R, BMS309R, 311D, BMP314R, BMP316R, BMP320R, BMP333R, BMP337R, BMP341R, 409D, 505D, 510D, 606D, 701B, 709D, 801D, 806D, 810D, 905A, 910A, 1001B, 1002Y, 1004Z, 1008A, 1013Z, 1018Z, 1024Z, 1033Z, 1039Z, 1044Z, 1049Z, 1054Z, 1058Z, 1063Z, 1067Z, 1073Z, 1081Z, 1088Y, 1094Y, 1100Z, 1102Y, 1107C, 1112D, 1115Z, 1208A, 1303D, 1310D, 1403C, 1407C, 1411D, 1505C, 1512A, 1606C, 1611A, 1704D, 1712D, 1809C, 1902A, 1903V, 1907C, 1909V, 1912B, 1916V, 1921V, 1932V, 1936V, 1949V, 1954V, 1961V, 1965V, 2004C, 2010Z, 2013Z, 2023Y, 2040Z, 2062Z, 2067Y, 2081Y, 2099Y, 2105Y, 2108Y, 2111A, 2112D, 2138Y, 2151Z, 2168Z, 2181Y, 2194Y, 2201C, 2204C, 2208Z, 2211D, 2213D, 2218Z, 2224Z, 2236Z, 2251Y, 2304D, 2310D, 2403C, 2410C, 2412C, 2502A, 2508C, 2512A, 2602D, 2608D, 2611C, 2701D, 2704D, 2712A, 2801D, 2808A, 2812C, 2870V, 2877V, 2882V, 2887V, 2895V, 2901D, 2903D, 2910D, 2913B, 2924V, 2934V, 2960V, 2966V, 2970V, 2982V, 2989V, 2995V, 3001C, 3005D, 3010D, 3014Y, 3036Z, 3042Z, 3056Z, 3095Z, 3101Z, 3104C, 3110D, 3124Z, 3137Z, 3147Y, 3157Z, 3169Z, 3176Z, 3201C, 3203D, 3210D, 3301C, 3309C, 3403D, 3410D, 3412D, 3503D, 3511C, 3604A, 3609C, 3611D, 3702D, 3709A, 3711C, 3808A, 3811A, 3879V, 3885V, 3890V, 3898V, 3901V, 3904C, 3909A, 3910C, 3912A, 3918V, 3926V, 3933V, 3940V, 3950V, 3966V, 3974V, 3987V, 3992V, 4001D, 4003Y, 4007A, 4009A, 4011D, 4024Y, 4026Y, 4048Y, 4051Y, 4061Y, 4077Z, 4084Z, 4093Y, 4102D, 4106B, 4109A, 4111D, 4203D, 4205A, 4208A, 4210D, 4301C, 4305B, 4311A, 4402D, 4405A, 4408D, 4411D, 4501D, 4506A, 4508A, 4511C, 4601D, 4604C, 4608D, 4611A, 4702A, 4704A, 4706A, 4710C, 4712B, 4801D, 4806A, 4808A, 4811A, 4812D, 4902V, 4904B, 4906A, 4908V, 4910C, 4911V, 4913D, 4916V, 4921V, 4931V, 4934V, 4940V, 4945V, 4949V, 4953V, 5004A, 5007A, 5010C, 5101D, 5104A, 5107B, 5112B, 5203D, 5205C, 5207D, 5211A, 5212D, 5305A, 5309A, 5312D, 5403C, 5405A, 5406D, 5408D, 5410D, 5412C, 5503B, 5504D, 5506B, 5508A, 5510D, 5601C, 5604A, 5605C, 5608D, 5611D, 5701D, 5704C, 5706A, 5710C, 5801C, 5805C, 5808D, 5901C, 5903D, 5906A, 5909C, 5911D, 5993V, 5997V, 6002A, 6003D, 6004Z, 6006B, 6008A, 6011D, 6018Z, 6045Z, 6103B, 6106B, 6110C,

Matt Weatheritt

6112C, 6204D, 6208D, 6212C, 6308D, 6403D, 6410C, 6502D, 6509C, 6601C, 6605D, 6711C, 6803D, 6903D, 6907V, 6915V, 6922V, 6931V, 6937V, 6943V, 6961V, 6995V, 6999V, 7016Z, 7045Z, 7063Z, 7908V, 7914V, 7923V, 7930V, 7944V, 7951V, 7995V, 7999V, 8904V, 8908V, 8912V, 8996V, 9901V, 9905V, 9994V, 9998V, 10903V, 10907V, 10911V, 10915V, 10919V, 10997V, 11903V, 11908V, 11912V, 11916V, 11920V, 13901V, 14902V, 15903V, 17901V, 18902V, 20901V, 21903V, 24901V, 26901V, 28901V, 32901V.

Lot AS, G1RB, G3RB, G5RA, G7RB, S13, G24RC, G29RD, 102B, BMP301R, BMS302R, BMS304R, 306D, BMP307R, 309D, BMP310R, BMS312R, BMP315R, BMP318R, BMP331R, BMP335R, BMP339R, 406D, 411D, 507D, 601B, 609D, 703A, 710D, 805B, 808D, 813B, 906B, 912B, 1002B, 1003Z, 1006A, 1010Z, 1016Z, 1022Z, 1028Z, 1037Z, 1041Z, 1046Z, 1052Z, 1056Z, 1061Z, 1065Z, 1070Z, 1077Y, 1083Y, 1092Y, 1098Z, 1101Z, 1104Z, 1111D, 1113Z, 1202A, 1212D, 1308A, 1312C, 1405C, 1409C, 1501D, 1510D, 1512D, 1610C, 1701D, 1710C, 1808A, 1811D, 1902V, 1906C, 1908D, 1910V, 1913D, 1918V, 1927V, 1934V, 1945V, 1952V, 1956V, 1963V, 1967V, 2008D, 2012C, 2021Y, 2028Z, 2054Y, 2064Z, 2070Y, 2096Z, 2103C, 2108A, 2110A, 2111Z, 2117Z, 2142Y, 2161Z, 2174Z, 2190Y, 2198Y, 2202A, 2208A, 2210D, 2212D, 2215Z, 2222Z, 2233Y, 2238Z, 2303C, 2308A, 2401D, 2406C, 2411D, 2413B, 2504D, 2509C, 2601C, 2603D, 2610C, 2612C, 2703C, 2710D, 2712D, 2804A, 2810A, 2868V, 2873V, 2879V, 2884V, 2892V, 2897V, 2902D, 2908V, 2912C, 2921V, 2927V, 2941V, 2964V, 2968V, 2976V, 2984V, 2993V, 2997V, 3003C, 3008Z, 3011D, 3032Z, 3038Z, 3052Z, 3085Z, 3099Z, 3103D, 3108D, 3120Z, 3130Z, 3144Z, 3153Z, 3160Z, 3174Z, 3178Z, 3202D, 3209C, 3212A, 3304A, 3401C, 3408C, 3411D, 3502D, 3509C, 3601C, 3606A, 3610D, 3612D, 3705A, 3710C, 3805A, 3809A, 3876V, 3883V, 3888V, 3893V, 3900V, 3904A, 3908A, 3909V, 3911D, 3916V, 3920V, 3929V, 3937V, 3944V, 3960V, 3968V, 3980V, 3990V, 3997V, 4002Y, 4005Y, 4008A, 4009Y, 4023V, 4025Y, 4047Y, 4049Y, 4053Y, 4064Y, 4079Z, 4089Y, 4099Y, 4104D, 4108A, 4110D, 4201D, 4204C, 4205D, 4210A, 4212D, 4304A, 4310A, 4312C, 4404B, 4406D, 4410D, 4412D, 4504A, 4507A, 4510D, 4512D, 4604A, 4606B, 4610C, 4701C, 4703C, 4705A, 4708A, 4711C, 4712D, 4804A, 4807A, 4809A, 4811D, 4901D, 4903C, 4904V, 4907A, 4909V, 4910V, 4912D, 4914V, 4918V, 4923V, 4933V, 4937V, 4943V, 4947V, 4951V, 5002A, 5006B, 5008A, 5011D, 5102D, 5106B, 5110A, 5112D, 5204D, 5206C, 5210A, 5211D, 5303D, 5308A, 5310D, 5402A, 5404A, 5406B, 5408A,

5409C, 5411C, 5501D, 5503D, 5505C, 5507A, 5509A, 5511D, 5603C, 5604D, 5606A, 5610D, 5612C, 5703C, 5705B, 5707A, 5712B, 5804A, 5806C, 5812B, 5902C, 5905B, 5908A, 5911A, 5912C, 5995V, 5999V, 6002Z, 6004A, 6005C, 6006Z, 6010C, 6012D, 6032Z, 6065Z, 6105B, 6108D, 6111C, 6203D, 6206C, 6211C, 6301D, 6311C, 6405D, 6411C, 6504D, 6511C, 6603D, 6610C, 6802D, 6810C, 6904D, 6911V, 6918V, 6924V, 6933V, 6941V, 6950V, 6993V, 6997V, 7002Y, 7034Z, 7048Z, 7901V, 7911V, 7919V, 7927V, 7933V, 7946V, 7993V, 7997V, 8902V, 8906V, 8910V, 8994V, 8998V, 9903V, 9907V, 9996V, 10901V, 10905V, 10909V, 10913V, 10917V, 10995V, 10999V, 11906V, 11910V, 11914V, 11918V, 12901V, 13903V, 15901V, 16902V, 17903V, 19902V, 21901V, 22902V, 25901V, 27901V, 31901V.

Gino Giacobbe

Lot B1S300, G2RA, G4RA, G5RB, G8RB, S14, G25RC, G30RD, 201B, BMS301R, BMP303R, 305D, BMP306R, BMS307R, BMP309R, BMS310R, BMS313R, BMS315R, BMP319R, BMP332R, BMP336R, BMP340R, 407D, 501D, 509D, 605D, 610D, 708D, 712A, 805D, 809D, 902B, 907B, 915A, 1002D, 1004D, 1006Z, 1011Z, 1017Z, 1023Z, 1030Z, 1038Z, 1042Z, 1048Z, 1053Z, 1057Z, 1062Z, 1066Z, 1071Y, 1078Y, 1085Y, 1093Y, 1099Z, 1102D, 1105Y, 1111Z, 1114Z, 1203D, 1301D, 1308D, 1401D, 1406C, 1410D, 1504C, 1511D, 1601D, 1610D, 1702D, 1711D, 1808D, 1901D, 1903C, 1906V, 1908V, 1911D, 1915V, 1920V, 1928V, 1935V, 1948V, 1953V, 1960V, 1964V, 2001D, 2009C, 2012D, 2022Y, 2029Z, 2057Y, 2066Z, 2075Z, 2097Z, 2104D, 2108D, 2110C, 2112A, 2137Y, 2145Y, 2164Z, 2179Z, 2193Y, 2199Y, 2202Z, 2208D, 2211C, 2212Z, 2217Z, 2223Z, 2234Z, 2239Z, 2303D, 2310A, 2402D, 2408D, 2412A, 2501D, 2507C, 2511A, 2601D, 2608C, 2611A, 2612D, 2703D, 2711D, 2801C, 2804D, 2810C, 2869V, 2875V, 2881V, 2886V, 2894V, 2900V, 2903C, 2909V, 2912D, 2923V, 2928V, 2950V, 2965V, 2969V, 2981V, 2988V, 2994V, 2998V, 3003Z, 3010A, 3012D, 3035Z, 3040Z, 3055Y, 3090Z, 3101D, 3104B, 3109C, 3121Y, 3131Y, 3145Z, 3156Z, 3168Z, 3175Z, 3179Z, 3203A, 3210C, 3212C, 3308C, 3401D, 3410C, 3412B, 3503C, 3510C, 3601D, 3608D, 3611A, 3613D, 3708D, 3710D, 3807A, 3810D, 3878V, 3884V, 3889V, 3897V, 3901D, 3904B, 3908V, 3910A, 3911V, 3917V, 3923V, 3931V, 3939V, 3949V, 3965V, 3973V, 3981V, 3991V, 3999V, 4003C, 4006Y, 4008Y, 4010D, 4023Y, 4026V, 4048V, 4050Y, 4060Y, 4076Z, 4081Z, 4090Z, 4101D, 4105B, 4108D, 4111C, 4202D, 4204D, 4206A, 4210C, 4213D, 4304C, 4310C, 4401D, 4404D, 4408A, 4411A, 4501C, 4505A, 4507C, 4511A, 4601C, 4604B, 4607A, 4610D,

4701D, 4703D, 4705C, 4708D, 4711D, 4801A, 4805A, 4807D, 4810C, 4812C, 4901V, 4904A, 4905A, 4908A, 4910A, 4911A, 4912V, 4915V, 4920V, 4924V, 4934AV, 4939V, 4944V, 4948V, 4952V, 5003D, 5006C, 5008D, 5013D, 5103D, 5106C, 5110C, 5203C, 5205A, 5207A, 5210C, 5212C, 5304A, 5308D, 5311A, 5402D, 5404D, 5406C, 5408C, 5410C, 5411D, 5502A, 5504A, 5506A, 5507D, 5510C, 5512B, 5603D, 5605A, 5607A, 5611C, 5701C, 5704A, 5705C, 5708A, 5712D, 5805B, 5808A, 5812D, 5903B, 5905C, 5909A, 5911C, 5912D, 5996V, 6001C, 6003C, 6004D, 6006A, 6007Y, 6010Z, 6014Z, 6033V, 6102D, 6105D, 6109C, 6112B, 6204C, 6207D, 6212B, 6306C, 6312C, 6409C, 6412C, 6505C, 6512D, 6604D, 6702D, 6803C, 6812C, 6904V, 6913V, 6920V, 6929V, 6934V, 6942V, 6951V, 6994V, 6998V, 7003D, 7036Z, 7062Z, 7905V, 7913V, 7921V, 7929V, 7939V, 7950V, 7994V, 7998V, 8903V, 8907V, 8911V, 8995V, 8999V, 9904V, 9908V, 9997V, 10902V, 10906V, 10910V, 10914V, 10918V, 10996V, 11902V, 11907V, 11911V, 11915V, 11919V, 12902V, 14901V, 15902V, 16903V, 18901V, 19903V, 21902V, 22903V, 25902V, 27902V, 31902V.

Roger Bunting

Lot G1RA, G3RA, S4, G6RB, G22RD, G23RC, G28RC, G32RD, 301D, BMP302R, BMP304R, BMS305R, 307D, BMS308R, 310D, BMP311R, BMS314R, BMP317R, BMP330R, BMP334R, BMP338R, 405D, 410D, 506D, 511D, 608D, 702B, 710A, 803B, 807A, 812A, 905B, 911B, 1001D, 1003D, 1005D, 1009Z, 1014Z, 1020Z, 1027Z, 1036Z, 1040Z, 1045Z, 1051Z, 1055Z, 1059Z, 1064Z, 1069Z, 1076Y, 1082Y, 1091Y, 1097Y, 1101D, 1103D, 1109Z, 1112Z, 1201D, 1211D, 1307C, 1311C, 1403D, 1408A, 1412D, 1508A, 1512C, 1609C, 1611C, 1705C, 1801D, 1810D, 1902D, 1905C, 1908A, 1910D, 1913B, 1917V, 1924V, 1933V, 1941V, 1951V, 1955V, 1962V, 1966V, 2007C, 2012A, 2016Y, 2025Z, 2048Z, 2063Y, 2068Y, 2088Z, 2101D, 2106C, 2109C, 2111D, 2115Z, 2139Y, 2154Z, 2173Z, 2184Z, 2197Y, 2201D, 2204Y, 2209C, 2212C, 2214Z, 2221Z, 2230Z, 2237Z, 2301D, 2305C, 2312B, 2404A, 2411A, 2412D, 2503D, 2508D, 2512C, 2603C, 2609C, 2611D, 2702D, 2708D, 2712C, 2803D, 2809C, 2812D, 2871V, 2878V, 2883V, 2890V, 2896V, 2901V, 2908D, 2912A, 2919V, 2925V, 2940V, 2963V, 2967V, 2971V, 2983V, 2991V, 2996V, 3001D, 3005Z, 3011C, 3031Z, 3037Z, 3047Y, 3073Z, 3096Z, 3102D, 3107D, 3111C, 3129Z, 3141Z, 3148Z, 3159Z, 3173Z, 3177Z, 3201D, 3208D, 3211D, 3301D, 3312D, 3404A, 3411A, 3413D, 3508D, 3511D, 3605A, 3610A, 3612A, 3704A, 3709C, 3801D, 3808D, 3812D, 3881V, 3887V, 3892V, 3899V, 3903B, 3905A, 3909C, 3911C,

3912D, 3919V, 3928V, 3934V, 3942V, 3951V, 3967V, 3979V, 3988V, 3993V, 4001Y, 4004Y, 4007Y, 4009C, 4012D, 4025V, 4047V, 4049V, 4052Y, 4063Y, 4078Z, 4087Y, 4097Y, 4104A, 4107A, 4109C, 4112D, 4204A, 4205C, 4208D, 4211A, 4303C, 4308C, 4312A, 4404A, 4405B, 4410A, 4412B, 4502A, 4506B, 4509C, 4511D, 4602A, 4604D, 4609A, 4611C, 4702D, 4704D, 4706B, 4711A, 4712C, 4803C, 4806B, 4808D, 4811C, 4813D, 4903B, 4904D, 4906B, 4909A, 4910D, 4912C, 4913V, 4917V, 4922V, 4932V, 4936V, 4942V, 4946V, 4950V, 4954V, 5004C, 5007B, 5011A, 5102A, 5104D, 5108A, 5112C, 5204A, 5206A, 5209A, 5211C, 5301D, 5305D, 5310C, 5401D, 5403D, 5405B, 5407A, 5409A, 5411A, 5412D, 5503C, 5505B, 5506D, 5508D, 5511C, 5603B, 5604B, 5605D, 5610C, 5612B, 5702D, 5704D, 5706B, 5711A, 5803A, 5806B, 5810C, 5902A, 5904A, 5906C, 5910D, 5912B, 5994V, 5998V, 6002D, 6003Y, 6005B, 6006C, 6008C, 6011Z, 6029Y, 6047Z, 6103D, 6106C, 6110D, 6203C, 6206B, 6210C, 6213B, 6310C, 6404D, 6410D, 6503C, 6510C, 6602D, 6608D, 6802C, 6809C, 6903V, 6908D, 6917V, 6923V, 6932V, 6940V, 6949V, 6962V, 6996V, 7001D, 7017Z, 7047Z, 7072Y, 7909V, 7915V, 7925V, 7931V, 7945V, 7954V, 7996V, 8901V, 8905V, 8909V, 8913V, 8997V, 9902V, 9906V, 9995V, 9999V, 10904V, 10908V, 10912V, 10916V, 10994V, 10998V, 11905V, 11909V, 11913V, 11917V, 11921V, 13902V, 14903V, 16901V, 17902V, 19901V, 20902V, 22901V, 24902V, 26902V, 28902V, 32902V.

Quorum:

Pursuant to Section 77 of the Act, a quorum for a general meeting is at least 50% of the total number of lots, or if 50% of the total number of lots is not available, the quorum is at least 50% of the total lot entitlement.

Pursuant to Section 78 of the Act, if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions (except for those matters that require a special or unanimous resolution). Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within fourteen (14) days of the meeting. Interim resolutions become resolution of the Owners Corporation:

- 29 days from the date of the interim resolution; or
- If notice of a special general meeting is given within that 29-day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
- If notice of a special general meeting is given within that 29-day period and the meeting is not held within 28 days after the notice is given, at the end of that 28-day period.

	OC1	OC2	OC3	OC5	OC6	OC7	OC8
Entitlement Present	118,420	22,636	15,884	26,083	19,104	15,544	41,627
Total Entitlement	269,998	104,401	51,298	58,559	48,351	48,851	107,410
% Present	43.86%	21.68%	30.96%	44.54%	39.51%	31.82%	38.76%

No quorum was achieved for any of the Owners Corporations represented at the Meeting.

Agenda

1. Appointment of Chairperson

Motion: Members present to resolve to appoint Trang Pham as the Chairperson for the Meeting.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
116,011 (99.37%)	214(0.18%)	522(0.45%)	Carried

2. Minutes of Previous Annual General Meeting

Pursuant to Section 71(2)(i) of the Act, the matters to be dealt with at the Annual General Meeting must include the tabling and consideration of the Minutes of the previous Annual General Meetings.

2.1. Owners Corporation 1, 2 & 3 – Minutes of Previous Annual General Meeting

Motion: Members to resolve to adopt the Minutes of Annual General Meeting held on 7 August 2023 for Owners Corporation 1, 2 and 3 as a true and accurate record of the meeting.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
115,506 (98.73%)	72 (0.06%)	1,415 (1.21%)	Carried

2.2. Owners Corporation 5, 6, 7 & 8 – Minutes of the Previous Inaugural General Meeting

Motion: Members to resolve to adopt the Minutes of Inaugural General Meeting held on 31 March 2023 for Owners Corporation 5, 6, 7 and 8 as a true and accurate record of the meeting.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
39,683 (96.36%)	0 (0%)	1,500 (3.64%)	Carried

3. Insurance

Pursuant to Section 71(2)(c) of the Owners Corporations Act 2006, the matters to be dealt with at the Annual General Meeting must include the provision of details of the insurance held by the Owners Corporation.

Members noted the insurance details, as attached to the notice of meeting.

4. Consideration of Reports

Pursuant to Section 71(2)(h) of the Act, the matters to be dealt with at the Annual General Meeting must include the consideration of any report under section 29(4), 39, 65(3), 115 or 126 or under section 159 in relation to disputes dealt with under Part 10.

4.1. Building Management Report - Owners Corporation 1, 2, 3, 5, 6, 7 & 8

Members noted the Building Management report, as attached to the notice of meeting.

4.2. Owners Corporation Manager Report - Owners Corporation 1, 2, 3, 5, 6, 7 & 8

Pursuant to Section 126(1) of the Owners Corporations Act 2006, the manager of an Owners Corporation must submit a report of the manager's activities to each Annual General Meeting of the Owners Corporation.

Pursuant to Section 126(2) of the Owners Corporations Act 2006, the report must include details of the professional indemnity insurance held by the manager in compliance with Section 119(5).

Motion: Members to resolve to adopt the Owners Corporation Manager Report, as attached to the notice of meeting.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
116,115 (99.39%)	75 (0.06%)	633 (0.54%)	Carried

4.3. Committee Report - Owners Corporation 1, 2, 3, 5, 6, 7 & 8

Pursuant to Section 115 of the Owners Corporations Act 2006, the committee must present a report of its activities and the activities of any of its sub-committees to the Annual General Meeting of the Owners Corporation.

Motion: Members to resolve to adopt the Committee Report, as attached to the notice of meeting.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
115,849 (99.28%)	0(%)	846 (0.72%%)	Carried

4.4. Report on Complaints and Disputes - Owners Corporation 1, 2, 3, 5, 6, 7 & 8

Pursuant to Section 159(1) of the Owners Corporations Act 2006, the Owners Corporation must report to the Annual General Meeting in relation to (a) the number of complaints made under this division; and (b) the nature of the complaints; and (c) the number of matters on which action was taken under this Division; and (d) the nature of the matters in respect of which action was taken; and (e) the number of matters in respect of which an application was made to VCAT in respect of an alleged breach of an obligation imposed on a lot owner or occupier of a lot by this Act or the regulations or the rules of the Owners Corporation; and (f) the nature of the matters referred to in paragraph (e); and (g) the outcome of each action or application.

During the financial period from 1 September 2022 to 31 August 2023, a total of 263 breach notices were issued. 193 breach notices were issued for improper rubbish disposal, 29 breaches for damage to common property, 25 notices of improper behaviour, 9 to identified safety hazards, and 7 breach notices to undue noise. Additionally, within the same period, 2 applications were submitted to the Victorian Civil and Administrative Tribunal (VCAT) pertaining to these recorded breach notices, with one concerning damage to common property and the other regarding undue noise. It is important to highlight that these matters have since been resolved and concluded.

Motion: Members to resolve to adopt the Report on Complaints and Disputes as noted above.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
115,891 (99.29%)	138 (0.12%)	690 (0.59%)	Carried

4.5. Waiver of Interest - Owners Corporation 1, 2, 3, 5, 6, 7 & 8

Pursuant to Section 29(4) of the Act, the Owners Corporation must report to the Annual General Meeting on any decision under subsection (3) to waive or not to waive the payment of interest in a particular case and the reasons for that decision.

The Manager advised that no significant interest has been waived for the financial period 1 September 2022 to 31 August 2023.

4.6. Financial Audit Report - Owners Corporation 1, 2, 3, 5, 6, 7 & 8

Pursuant to Section 35(1) of the Owners Corporation Act 2006, a tier one Owners Corporation must, after the end of each financial year, cause its financial statements to be audited.

Members noted the Financial Audit Reports for the financial period ending 31 August 2023, as attached to the notice of meeting.

4.7. Report on Approved Maintenance Plan

Pursuant to Section 39 of the Act, the Owners Corporation must report to the Annual General Meeting in relation to the implementation of its approved maintenance plan.

4.7.1. Owners Corporation 1, 2 & 3

Members noted that the Maintenance Plan for Towers 1 & 2 was adopted at the Annual General Meeting held on 7 August 2023, to commence from 1 September 2023.

4.7.2. Owners Corporation 5, 6, 7 & 8

Members noted that a Maintenance Plan for Towers 3 & 4 is being obtained and will be presented to the Owners Corporation for adoption once received.

Members further noted that the Maintenance Plan for Towers 3 & 4 will include OC1.

5. Consideration of Financial Matters

Pursuant to Section 71(2) of the Owners Corporations Act 2006, the matters to be dealt with at the Annual General Meeting must include the consideration of the financial statements of the Owners Corporation.

Pursuant to Section 34(1) of the Owners Corporations Act 2006, an Owners Corporation must prepare annual financial statements for presentation at the Annual General Meeting of the Owners Corporation.

5.1. Owners Corporation 1 - Financial Statements

Motion: Members to resolve to adopt the Balance Sheet and Income and Expenditure Statement for the period 1 September 2022 to 31 August 2023, as attached to the notice of meeting.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
115,715 (99.21%)	0 (0%)	922 (0.79%)	Carried

5.2. Owners Corporation 2 - Financial Statements

Motion: Members to resolve to adopt the Balance Sheet and Income and Expenditure Statement for the period 1 September 2022 to 31 August 2023, as attached to the notice of meeting.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
21,258 (97.69%)	72 (0.33%)	431 (1.98%)	Carried

5.3. Owners Corporation 3 - Financial Statements

Motion: Members to resolve to adopt the Balance Sheet and Income and Expenditure Statement for the period 1 September 2022 to 31 August 2023, as attached to the notice of meeting.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
15,523 (99.06%)	147 (0.94%)	0 (0%)	Carried

5.4. Owners Corporation 5 - Financial Statements

Motion: Members to resolve to adopt the Balance Sheet and Income and Expenditure Statement for the period 17 March 2023 to 31 August 2023, as attached to the notice of meeting.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
25,490 (98.58%)	0(0%)	368 (1.42%)	Carried

5.5. Owners Corporation 6 - Financial Statements

Motion: Members to resolve to adopt the Balance Sheet and Income and Expenditure Statement for the period 17 March 2023 to 31 August 2023, as attached to the notice of meeting.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
18,288 (97.45%)	0(0%)	479 (2.55%)	Carried

5.6. Owners Corporation 7 - Financial Statements

Motion: Members to resolve to adopt the Balance Sheet and Income and Expenditure Statement for the period 17 March 2023 to 31 August 2023, as attached to the notice of meeting.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
14,739 (99.14%)	0(0%)	128 (0.86%)	Carried

5.7. Owners Corporation 8 – Financial Statements

Motion: Members to resolve to adopt the Balance Sheet and Income and Expenditure Statement for the period 17 March 2023 to 31 August 2023, as attached to the notice of meeting.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
40,100 (98.30%)	0(0%)	695 (1.70%)	Carried

6. Proposed Budgets

Pursuant to Section 71(2)(f) of the Owners Corporations Act 2006, the matters to be dealt with at the Annual General Meeting must include the consideration of the proposed annual budget of the Owners Corporation.

6.1. Owners Corporation 1 - Administration Fund Budget

Motion: Members to resolve to adopt the proposed Administration Fund Budget of \$8,595,384.00 exclusive of GST for the period 1 September 2023 to 31 August 2024. Quarterly instalments due in advance on the first day of September, December, March, and June.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
115,423 (99.09%)	329 (0.28%)	731 (0.63%)	Carried

6.2. Owners Corporation 1 - Maintenance Fund Budget

Members noted that the Maintenance Fund Budget of \$472,564.68 exclusive of GST, for the period 1 September 2023 to 31 August 2024. Quarterly instalments due in advance on the first day of September, December, March, and June, was adopted at the Annual General Meeting held on 7 August 2023.

6.3. Owners Corporation 2 - Administration Fund Budget

Motion: Members to resolve to adopt the proposed Administration Fund Budget of \$3,505,758.38 exclusive of GST for the period 1 September 2023 to 31 August 2024. Quarterly instalments due in advance on the first day of September, December, March, and June.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
21,225 (97.87%)	147 (0.68%)	316 (1.46%)	Carried

6.4. Owners Corporation 2 - Maintenance Fund Budget

Members noted that the Maintenance Fund Budget of \$34,902.49 exclusive of GST, for the period 1 September 2023 to 31 August 2024. Quarterly instalments due in advance on the first day of September, December, March, and June, was adopted at the Annual General Meeting held on 7 August 2023.

6.5. Owners Corporation 3 - Administration Fund Budget

Motion: Members to resolve to adopt the proposed Administration Fund Budget of \$326,200.00 exclusive of GST for the period 1 September 2023 to 31 August 2024. Quarterly instalments due in advance on the first day of September, December, March, and June.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
15,424 (99.46%)	0 (0%)	84 (0.54%)	Carried

6.6. Owners Corporation 3 - Maintenance Fund Budget

Members noted that the Maintenance Fund Budget of \$23,687.34 exclusive of GST, for the period 1 September 2023 to 31 August 2024. Quarterly instalments due in advance on the first day of September, December, March, and June, was adopted at the Annual General Meeting held on 7 August 2023.

6.7. Owners Corporation 5 - Administration Fund Budget

Motion: Members to resolve to adopt the proposed Administration Fund Budget of \$1,632,759.00 exclusive of GST for the period 1 September 2023 to 31 August 2024. Quarterly instalments due in advance on the first day of September, December, March, and June.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
25,280 (98.21%)	60 (0.23%)	402 (1.56%)	Carried

6.8. Owners Corporation 6 - Administration Fund Budget

Motion: Members to resolve to adopt the proposed Administration Fund Budget of \$313,030.00 exclusive of GST for the period 1 September 2023 to 31 August 2024. Quarterly instalments due in advance on the first day of September, December, March, and June.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
18,261 (97.00%)	120 (0.64%)	445 (2.36%)	Carried

6.9. Owners Corporation 7 - Administration Fund Budget

Motion: Members to resolve to adopt the proposed Administration Fund Budget of \$1,570,692.00 exclusive of GST for the period 1 September 2023 to 31 August 2024. Quarterly instalments due in advance on the first day of September, December, March, and June.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
14,871 (98.15%)	130 (0.86%)	151 (1.00%)	Carried

6.10. Owners Corporation 8 – Administration Fund Budget

Motion: Members to resolve to adopt the proposed Administration Fund Budget of \$496,690.00 exclusive of GST for the period 1 September 2023 to 31 August 2024. Quarterly instalments due in advance on the first day of September, December, March, and June.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
40,079 (97.59%)	276 (0.67%)	714 (1.74%)	Carried

7. Penalty Interest, Debt Recovery and Cost Recovery

7.1. Penalty Interest – Owners Corporation 1, 2, 3, 5, 6, 7 & 8

Pursuant to Section 29(1) of the Owners Corporations Act 2006, if authorized by a resolution at a general meeting, an Owners Corporation may charge interest on any amount payable by a Lot Owner to the Owners Corporation that is still outstanding after the due date for payment.

Pursuant to Section 29(2) of the Owners Corporations Act 2006, the rate of interest charged must not exceed the maximum rate of interest payable under the Penalty Interest Rates Act 1983.

Motion: Members to resolve to charge penalty interest for all outstanding Owners Corporation fees at a rate of interest that does not exceed the maximum rate of interest payable under the Penalty Interest Rates Act 1983.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
115,783 (99.38%)	414 (0.36%)	304 (0.26%)	Carried

7.2. Debt Recovery – Owners Corporation 1, 2, 3, 5, 6, 7 & 8

Pursuant to Section 30(1) of the Act, subject to subsection (2), an Owners Corporation may recover any money owed to the Owners Corporation in any court of competent jurisdiction a debt due to the Owners Corporation.

Motion: Members to resolve that the Manager is to take all reasonable steps necessary for the recovery of outstanding levies and charges due by any member to the Owners Corporation, including any application(s) in any Court or Tribunal of competent jurisdiction. The Manager and/or the Committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any debt recovery action taken.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
116,181 (99.72%)	72 (0.06%)	254 (0.22%)	Carried

7.3. Cost Recovery – Owners Corporation 1, 2, 3, 5, 6, 7 & 8

Pursuant to Section 30(2) of the Act, section 31 and 32 and Division 1 of Part 11 apply to the recovery of money owed to the Owners Corporation by a lot owner.

Motion: Members to resolve that the Owners Corporation may recover a debt from the person/s in default or breach, the costs, charges, and expenses incurred by the Owners Corporation arising out of any default or breach, by any lot owner or occupier of a lot, of any obligation under the Owners Corporation Act 2006, the Owners Corporation Regulations 2007 or the Rules of the Owners Corporation. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay fees, levies, and charges due.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
116,030 (99.60%)	129 (0.11%)	341 (0.29%)	Carried

8. Election of Committee

Pursuant to Section 71(2)(a) of the Act, the matters to be dealt with at the Annual General Meeting must include the election of a Committee if the Owners Corporation is to have a Committee.

Pursuant to Section 100(1) of the Act, an Owners Corporation affecting 10 or more lots must elect a Committee at each Annual General Meeting.

Pursuant to Section 103(1), a Committee of an Owners Corporation must have a least 3 members and not more than 7 members.

Please note: A Member of the Committee must be a lot owner or be authorized by a lot owner (hold a proxy) to act on their behalf. A person is not eligible to be elected as a Committee Member if they are in arrears for any fees or other amounts that are owed to the Owners Corporation.

8.1. Owners Corporation 1 - Appointment of Committee

Motion: Members to resolve to appoint the number of Committee Members be elected to Owners Corporation 1.

3 (UoE)	4 (UoE)	5 (UoE)	6 (UoE)	7 (UoE)	Abstain (UoE)	Result
57 (0.05%)	70 (0.06%)	292 (0.25%)	0 (0%)	115,659 (99.20%)	508 (0.44%)	7

Motion: Members to resolve to appoint Members to the Committee of Management.

Members **resolved** by Ballot to appoint the following Members to the Committee of Management:

- Roger Bunting
- Joseph Dagher
- Fong Yik Tse (Eric)
- Gino Giacobbe
- Andrew Jessop
- Quoc H Le (Vincent)
- Matt Weatheritt

The Notice of Ballot for the Appointment of Committee Members was issued on Friday 3rd May 2024, to Members present at the Meeting, with a closing date of Friday 17th May 2024. The Ballot results are as follows:

Candidate	Lot	Yes	No	Abstain
Roger Bunting (proxy)	FEC Lots	113,500	734	116
Joseph Dagher	5301A	114,422	0	63
Matt Franke	4709B	1,199	113,192	63
Fong Yik Tse (Eric) (proxy)	5710B	114,170	55	133
Gino Giacobbe (proxy)	FEC Lots	113,396	734	220
Andrew Jessop (proxy)	FEC Lots	113,500	734	116
Quoc Huy Le (Vincent)	5701A	113,916	173	375
Zongchuan Lu (proxy)	4710B	292	113,633	279
Matt Weatheritt (proxy)	FEC Lots	113,450	734	116
Shelley Wright	5108D	1,122	113,192	104
Liza Chui	6704C	1,122	113,192	104
Heath Lee (proxy)	6801D	644	113,247	363

8.2. Owners Corporation 2 - Appointment of Committee

Motion: Members to resolve the number of Committee Members to be elected to Owners Corporation 2.

3 (UoE)	4 (UoE)	5 (UoE)	6 (UoE)	7 (UoE)	Abstain (UoE)	Result
57 (0.26%)	0 (0%)	341 (1.57%)	0 (0%)	21,132 (97.43%)	160 (0.74%)	7

Motion: Members to resolve to appoint the following Members to the Committee of Management.

Members **resolved** by Ballot to appoint the following Members to the Committee of Management:

- Roger Bunting
- Joseph Dagher
- Fong Yik Tse (Eric)
- Gino Giacobbe
- Andrew Jessop
- Quoc H Le (Vincent)
- Matt Weatheritt

The Notice of Ballot for the Appointment of Committee Members was issued on Friday 3rd May 2024, to Members present at the Meeting, with a closing date of Friday 17th May 2024. The Ballot results are as follows:

Candidate	Lot	Yes	No	Abstain
Roger Bunting (proxy)	FEC Lots	20,208	312	0
Joseph Dagher	5301A	20,520	0	0
Matt Franke	4709B	502	19,950	0
Fong Yik Tse (Eric) (proxy)	5710B	20,440	0	80
Gino Giacobbe (proxy)	FEC Lots	20,104	416	0
Andrew Jessop (proxy)	FEC Lots	20,208	312	0
Quoc Huy Le (Vincent)	5701A	20,288	0	232
Zongchuan Lu (proxy)	4710B	0	20,286	80
Matt Weatheritt (proxy)	FEC Lots	20,208	312	0

8.3. Owners Corporation 3 - Appointment of Committee

Motion: Members to resolve the number of Committee Members to be elected to Owners Corporation

3 (UoE)	4 (UoE)	5 (UoE)	6 (UoE)	7 (UoE)	Abstain (UoE)	Result
0 (0%)	0 (0%)	221 (1.42%)	0 (0%)	15,377 (98.58%)	0 (0%)	7

Motion: Members to resolve to appoint the following Members to the Committee of Management.

Members **resolved** by Ballot to appoint the following Members to the Committee of Management:

- Roger Bunting
- Joseph Dagher
- Fong Yik Tse (Eric)
- Gino Giacobbe
- Andrew Jessop
- Quoc H Le (Vincent)
- Matt Weatheritt

The Notice of Ballot for the Appointment of Committee Members was issued on Friday 3rd May 2024, to Members present at the Meeting, with a closing date of Friday 17th May 2024. The Ballot results are as follows:

Candidate	Lot	Yes	No	Abstain
Roger Bunting (proxy)	FEC Lots	14,825	59	0
Joseph Dagher	5301A	14,884	0	0
Matt Franke	4709B	163	14,567	0
Fong Yik Tse (Eric) (proxy)	5710B	14,884	0	0
Gino Giacobbe (proxy)	FEC Lots	14,721	59	104
Andrew Jessop (proxy)	FEC Lots	14,825	59	0
Quoc Huy Le (Vincent)	5701A	14,825	0	59
Zongchuan Lu (proxy)	4710B	0	14,626	104
Matt Weatheritt (proxy)	FEC Lots	14,825	59	0

8.4. Owners Corporation 5 - Appointment of Committee

Motion: Members to resolve the number of Committee Members to be elected to Owners Corporation 5.

3 (UoE)	4 (UoE)	5 (UoE)	6 (UoE)	7 (UoE)	Abstain (UoE)	Result
176 (0.68%)	0 (0%)	0 (0%)	0 (0%)	25,428 (98.34%)	254 (0.98%)	7

Motion: Members to resolve to appoint Members to the Committee of Management.

Members **resolved** to appoint the following Members to the Committee of Management:

- Roger Bunting
- Gino Giacobbe
- Andrew Jessop
- Matt Weatheritt
- Shelley Wright
- Heath Lee

As the Owners Corporation received no more than 7 valid nominations, all candidates were automatically elected to the Committee. As such, a Ballot is required to be conducted.

8.5. Owners Corporation 6 - Appointment of Committee

Motion: Members to resolve the number of Committee Members to be elected to Owners Corporation 6.

3 (UoE)	4 (UoE)	5 (UoE)	6 (UoE)	7 (UoE)	Abstain (UoE)	Result
92 (0.49%)	0 (0%)	118 (0.63%)	0 (0%)	18,500 (98.27%)	116 (0.62%)	7

Motion: Members to resolve to appoint Members to the Committee of Management.

Members **resolved** to appoint the following Members to the Committee of Management:

- Roger Bunting
- Gino Giacobbe
- Andrew Jessop
- Matt Weatheritt
- Shelley Wright
- Liza Chui
- Heath Lee

As the Owners Corporation received no more than 7 valid nominations, all candidates were automatically elected to the Committee. As such, a Ballot is required to be conducted.

8.6. Owners Corporation 7 - Appointment of Committee

Motion: Members to resolve the number of Committee Members to be elected to Owners Corporation 7.

3 (UoE)	4 (UoE)	5 (UoE)	6 (UoE)	7 (UoE)	Abstain (UoE)	Result
0 (0%)	70 (0.46%)	190 (1.25%)	0 (0%)	14,875 (97.73%)	86 (0.57%)	7

Motion: Members to resolve to appoint Members to the Committee of Management.

Members **resolved** to appoint the following Members to the Committee of Management:

- Roger Bunting
- Gino Giacobbe
- Andrew Jessop
- Matt Weatheritt
- Liza Chui

As the Owners Corporation received no more than 7 valid nominations, all candidates were automatically elected to the Committee. As such, a Ballot is required to be conducted.

8.7. Owners Corporation 8 - Appointment of Committee

Motion: Members to resolve the number of Committee Members to be elected to Owners Corporation 8.

3 (UoE)	4 (UoE)	5 (UoE)	6 (UoE)	7 (UoE)	Abstain (UoE)	Result
92 (0.22%)	70 (0.17%)	202 (0.49%)	0 (0%)	40,303 (98.11%)	414 (1.01%)	7

Motion: Members to resolve to appoint Members to the Committee of Management.

Members **resolved** to appoint the following Members to the Committee of Management:

- Roger Bunting
- Gino Giacobbe
- Andrew Jessop
- Matt Weatheritt
- Shelley Wright
- Liza Chui
- Heath Lee

As the Owners Corporation received no more than 7 valid nominations, all candidates were automatically elected to the Committee. As such, a Ballot is required to be conducted.

9. General Business

It was noted that the following matters were discussed and will be reviewed by the new Members of the Committee of Management:

- The need for CCTV in the sky lounge, high-rise dining room, and new dining room.
- Installation of motorised door openers for Spencer St and the secondary door for bikes.
- Lack of signage for delivery bikes, smoking areas, gym manners, and other regulations.
- Lack of trees for the beautification of the surrounding space.
- EV charging availability in the car park.
- Possibility of organising power in the storage cage area via Active Utilities.
- Water leakage reinstatement at 912A.

The Chairperson of the Meeting thanked Members for their attendance. The Meeting was adjourned at 3 PM and closed at the conclusion of the Ballot at 5 PM on Friday 17th May 2024.

Australian Property Management



John Gunn
Senior Owners Corporation Manager
For and on behalf of PS 746092G

Balance Sheet

As at 31/07/2025

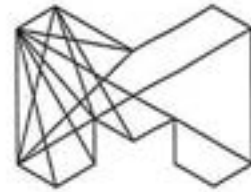
PS 746092G Owners Corporation 1

West Side Place, 250 Spencer Street, MELBOURNE
VIC 3000

	Current period
Owners' funds	
Operating Surplus/Deficit--Admin	940,125.85
Owners Equity--Admin	707,321.57
	1,647,447.42
Operating Surplus/Deficit--Maintenance	477,239.86
	477,239.86
Net owners' funds	\$2,124,687.28
Represented by:	
Assets	
Cash at Bank	2,749,909.91
Investments	153,238.82
Receivable--Levies	658,072.73
Receivable--Owners	404,350.68
Total assets	3,965,572.14
Less liabilities	
Creditor--GST	163,154.73
Creditors--Other	35,515.28
Prepaid Levies	65,523.00
Prepaid Levies--FEC	120,815.45
Prepaid Levies--Unallocated	15,640.38
Unallocated Deposits--Admin	0.01
Total liabilities	400,648.85
Net assets	\$3,564,923.29

* As the previous financial year has not been finalised, the current financial year reporting will not be accurate.

5 June 2025



CITY OF MELBOURNE

Owners Corporation 1
Plan No. PS746092G
250 Spencer Street
Melbourne Vic 3000

Owners Corporation 2
Plan No. PS746092G
250 Spencer Street
Melbourne Vic 3000

Owners Corporation 3
Plan No. PS746092G
244-276 Spencer Street
Melbourne Vic 3000

Owners Corporation 4
Plan No. PS746092G
250 Spencer Street
Melbourne Vic 3000

Owners Corporation 5
Plan No. PS746092G
Australian Property Management
Level 1 530 Lonsdale Street
Melbourne Vic 3000

Owners Corporation 6
Plan No. PS746092G
Australian Property Management
Level 1 530 Lonsdale Street
Melbourne Vic 3000

Owners Corporation 7
Plan No. PS746092G
Australian Property Management
Level 1 530 Lonsdale Street
Melbourne Vic 3000

Owners Corporation 8
Plan No. PS746092G
Australian Property Management
Level 1 530 Lonsdale Street
Melbourne Vic 3000

Owners Corporation 9
Plan No. PS746092G
Australian Property Management
Level 1 530 Lonsdale Street
Melbourne Vic 3000

GPO Box 1603

Melbourne VIC 3001

Phone (03) 9658 9658

www.melbourne.vic.gov.au

DX210487

ABN 55 370 219 287

Dear Sir/Madam

BUILDING ORDER – MINOR WORK: 1711830

**West Side Place, 244-276 Spencer Street MELBOURNE VIC 3000
(previously known as 650 Lonsdale Street, MELBOURNE VIC 3000)**

I refer to the attached copy of the building order for minor work dated 5 June 2025 issued to you pursuant to Section 113 of the *Building Act 1993* in relation to the property at the above mentioned address.

The building order requires that you carry out the building or other work as detailed in the order within the prescribed time frame.

I strongly urge you to comply with the requirements of the order. Should you fail to comply with this order, Council may pursue legal proceedings against you without any further notice to you and will seek to have all costs incurred, reimbursed from the Courts inclusive of legal costs. Please note that should the building work as detailed in the order not be undertaken, the Council as part of the prosecution proceedings may seek an order from the Court that will require the works to be undertaken.

Buildings of heritage significance may require further approvals or adherence to design parameters prior to the undertaking of any works that are the subject of the notice. It is recommended that you contact Melbourne City Council's Planning Department on 9658 9658 to determine any planning permit requirements.

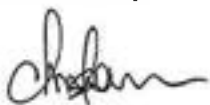
Please be advised that pursuant to Section 118 of the *Building Act 1993*, the penalty for a person/s that breach or do not comply with an order can be fined up to 500 penalty points by the Court in the case of a natural person and 2,500 penalty units in the case of a body corporate.

Pursuant to Section 228D of the *Building Act 1993* I am hereby giving you notice of my intention to inspect the above property, to establish whether any changes occurred in the circumstances and before issuing of building order.

Please ensure I have access to all areas of the property on **14 July 2025 at 10:00am**.

Please contact me should you have any queries in relation to these matters.

Yours faithfully



Chris Christou
Delegate of the Municipal Building Surveyor

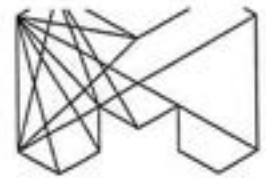
Phone: 0418 717 711

Email: chris.christou@melbourne.vic.gov.au

Our reference: 1711830

BUILDING ORDER – MINOR WORK

Section 113 of the *Building Act 1993*



CITY OF MELBOURNE

Order No: 1711830

This order is made under section 113 of the *Building Act 1993*.

TO: THE OWNER

Owners Corporation 1
Plan No. PS746092G
250 Spencer Street
MELBOURNE VIC 3000

Owners Corporation 2
Plan No. PS746092G
250 Spencer Street
MELBOURNE VIC 3000

Owners Corporation 3
Plan No. PS746092G
244-276 Spencer Street
MELBOURNE VIC 3000

Owners Corporation 4
Plan No. PS746092G
250 Spencer Street
MELBOURNE VIC 3000

Owners Corporation 5
Plan No. PS746092G
Australian Property Management
Level 1 530 Lonsdale Street
MELBOURNE VIC 3000

Owners Corporation 6
Plan No. PS746092G
Australian Property Management
Level 1 530 Lonsdale Street
MELBOURNE VIC 3000

Owners Corporation 7
Plan No. PS746092G
Australian Property Management
Level 1 530 Lonsdale Street
MELBOURNE VIC 3000

Owners Corporation 8
Plan No. PS746092G
Australian Property Management
Level 1 530 Lonsdale Street
MELBOURNE VIC 3000

Owners Corporation 9
Plan No. PS746092G
Australian Property Management
Level 1 530 Lonsdale Street
MELBOURNE VIC 3000

FROM: I am the delegate of the municipal building surveyor of the City of Melbourne. I am authorised by Section 113 of the Building Act 1993 to make this building order.

LOCATION OF THE BUILDING TO WHICH THIS ORDER APPLIES:

**West Side Precinct, 244-276 Spencer Street MELBOURNE VIC 3000
(previously known as 650 Lonsdale Street MELBOURNE VIC 3000)**

ORDER:

1. I, as the delegate of the municipal building surveyor, order that:

1.1. By **10am on 14 July 2025**, the owner of the West Side Precinct, 244-276 Spencer Street, MELBOURNE VIC 3000 **MUST** carry out the following building work required to be carried out by this order.

1.1.1. Produce and provide a copy of the Annual Essential Safety Measures Report in accordance with regulation 223, 224 and 225 of the Building Regulations 2018.

1.1.2. Replace the batteries to the fire detection system, in accordance with AEFS Group Pty Ltd services report dated 08/04/25 for fire detection systems.

1.1.3. Replace the batteries to the EWIS system in accordance with AEFS Group Pty Ltd services report dated 08/04/25 for sound systems.

1.1.4. Engage appropriately qualified and suitable experienced persons to carry out the required routine servicing and produce and provide copies of the required logbooks in relation to the existing Essential Safety Measures (ESM) in the building, in accordance with part 15 of the Building Regulations 2018, and requirements of series of AS 1851 and or the following:

1.1.4.1. Building elements required to satisfy prescribed fire-resistance levels, (Yearly) - Inspection for damage, deterioration, or unauthorised alteration;

1.1.4.2. Materials and assemblies required to have fire hazard properties, (Yearly) - Inspection for damage, deterioration, or unauthorised alteration;

1.1.4.3. Elements required to be non-combustible, provide fire protection, compartmentation or separation, (Yearly) - Inspection for damage, deterioration, or unauthorised alteration;

1.1.4.4. **Wall-wetting** sprinklers (including doors and windows required in conjunction with wall-wetting sprinklers), (Monthly, if more than 12 sprinkler heads, 6 Monthly, Yearly, 5 Yearly, 10 Yearly, 25 Yearly, 30 yearly) - AS 1851-2012 Section 2 if Sprinkler system installed;

- 1.1.4.5. Fire doors (including associated warning systems) and associated self-closing, automatic closing and latching mechanisms, (hinged and pivoted - 6 Monthly, Apartments only Yearly) (sliding - 3 Monthly, 6 Monthly) - AS 1851-2012 Section 12. Check operation of handles, closers and electronic strikes;
- 1.1.4.6. Fire & smoke rated access panels, (Yearly) - AS 1851-2005 Section 12. Inspection for damage, deterioration, or unauthorised alteration;
- 1.1.4.7. Solid core doors and associated self-closing, automatic closing and latching mechanisms, (Yearly) - Inspection for damage, deterioration, and check operation of closers, handles and electronic strikes.
- 1.1.4.8. Fire protection at service penetrations through elements required to be fire-resisting with respect to integrity or insulation, or to have a resistance to the incipient spread of fire, (Yearly) - AS 1851-2012 Section 12. Inspection for damage, deterioration, or unauthorised alteration.
- 1.1.4.9. Fire protection associated with construction joints, spaces and the like in and between building elements required to be fire-resisting with respect to integrity and insulation, (Yearly) - AS 1851-2012 Section 12. Inspection for damage, deterioration, or unauthorised alteration;
- 1.1.4.10. Kitchen hood exhaust systems, (Monthly, Yearly) – AS1851-2012 Section 12.
- 1.1.4.11. Smoke doors and associated self-closing, automatic closing and latching mechanisms, (6 Monthly) - AS 1851-2012 Section 12. Check operation of closers, handles and electronic strikes;
- 1.1.4.12. Smoke dampers, (Yearly) – AS1851-2012 – Section 13
- 1.1.4.13. Paths of travel to exits, (3 Monthly) - Inspection to ensure there are no obstructions and no alterations;
- 1.1.4.14. Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected), (3 Monthly) - Inspection to ensure there are no obstructions and no alterations;
- 1.1.4.15. Exits (including fire-isolated stairways and ramps, non-fire-isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire-isolated passageways), (3 Monthly) - Inspection to ensure there are no obstructions and no alterations;
- 1.1.4.16. Smoke lobbies to fire-isolated exits, (Yearly) - Inspection for damage, deterioration, or unauthorised alteration;
- 1.1.4.17. Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms, (3 Monthly) - Inspection to ensure doors are intact, operational and fitted with conforming hardware;
- 1.1.4.18. Exit signs (including direction signs), (6 Monthly, Yearly) - AS/NZS 2293.2-1995;
- 1.1.4.19. Signs warning against the use of lifts in the event of fire, (Yearly) - Inspection to ensure the warning sign is in place and legible;

- 1.1.4.20. Signs, intercommunication systems, or alarm systems on doors of fire-isolated exits stating that re-entry to a storey is available, (Yearly) - Inspection to ensure the warning sign is in place and legible;
- 1.1.4.21. Signs alerting persons that operation of doors must not be impaired, (Yearly) - Inspection to ensure the warning sign is in place and legible;
- 1.1.4.22. Signs required on doors, in alpine areas, alerting people that they open inwards, (Yearly) - Inspection to ensure the warning sign is in place and legible;
- 1.1.4.23. Fire order notices required in alpine areas, (Yearly) - Inspection to ensure the warning sign is in place and legible;
- 1.1.4.24. Emergency lighting, (6 Monthly, Yearly) – AS/NZS 2293.2-1995;
- 1.1.4.25. Fire hydrant system (including on site pump set and fire-service booster connection), (Monthly, 6 Monthly, Yearly, 2 yearly, 5 Yearly, 10 yearly (boosters)) - AS 1851-2012 Section 3, 4 & 5;
- 1.1.4.26. Fire hydrant/s – above or below ground street hydrant, (6 Monthly inspection to verify hydrant is present and identification markers are intact);
- 1.1.4.27. Fire hose reel system, (6 Monthly, Yearly) - AS 1851-2012 Section 9;
- 1.1.4.28. Sprinkler system, (Monthly, 6 Monthly, Yearly, 5 Yearly, 10 Yearly, 25 Yearly, 30 Yearly) - AS 1851-2012 Section 3, 4 & 5;
- 1.1.4.29. Fire hydrant & sprinkler pumpsets, (Monthly, 6 Monthly, Yearly, 2 yearly, 5 Yearly) - AS 1851-2012 Section 3;
- 1.1.4.30. Water storage tanks for fire protection systems, (Monthly, 6 Monthly, yearly, 10 yearly) - AS 1851-2012 Section 5;
- 1.1.4.31. Portable fire extinguishers, (6 Monthly, Yearly, 5 Yearly) - AS 1851-2012 Section 10;
- 1.1.4.32. Fire blankets, (6 Monthly, When defects are suspected) - AS 1851-2012 Section 11;
- 1.1.4.33. Fire control centres (or rooms), (Yearly) - Inspection to ensure compliance of construction and contents with BCA;
- 1.1.4.34. Automatic air pressurisation systems for fire-isolated exits, (3 Monthly, Yearly) - AS 1851-2012 Section 13;
- 1.1.4.35. Zone smoke control system, automatic smoke exhaust system, (3 Monthly, Yearly) - AS 1851-2012 Section 13;
- 1.1.4.36. Automatic smoke and heat vents, (3 Monthly, 6 Monthly, Yearly) - AS 1851-2012 Section 13;
- 1.1.4.37. Air-handling systems that do not form part of smoke hazard management system and which may unduly contribute to the spread of smoke (including shutdown), (Monthly, 3 Monthly, 6 Monthly, Yearly) - AS 1851-2012 Section 13;

- 1.1.4.38. Carpark mechanical ventilation system, (3 Monthly, 6 Monthly, Yearly) - AS 1851-2012 Section 13;
- 1.1.4.39. Smoke and heat alarm system, (6 Monthly, Yearly, 6 Monthly inspection to test operation Replace battery or unit as necessary) - AS 1851-2012 Section 6;
- 1.1.4.40. Smoke and heat detection system, (Monthly, Yearly, 5 Yearly) - AS 1851-2012 Section 6;
- 1.1.4.41. Building occupant warning system, (Monthly, 6 Monthly, Yearly, 5 Yearly) - AS 1851-2012 Section 6;
- 1.1.4.42. Stretcher facilities in lifts, (Yearly) - Inspection to ensure compliance of facilities with BCA Volume 1;
- 1.1.4.43. Passenger lift fire service controls, (Minimum Yearly) - As per requirements of AS 1735. Periodic inspection as per manufacturers specification;
- 1.1.4.44. Classification and use of building, (Yearly) - Inspection to ensure no changes to classification and use of the building occurred;
- 1.1.4.45. Occupancy hazard, (Yearly) - Inspection to ensure no changes to the nature or quantity of materials stored, displayed or used in a building or on the allotment.

INSPECTION DETAILS:

2. The date and time of any inspection relied on by myself as the relevant building surveyor for the purpose of making this order, and the name and qualifications of the person or persons who conducted the inspection are—

Time of inspection: 2:00 PM

Date of inspection: 27 May 2025

Name of person/persons: Chris Christou

Qualification(s) of person/persons: Bachelor of Technology in Building Surveying,

Graduate certificate in Performance Based Building and Fire Codes

Building practitioner registration no. of person/persons: BS-U 23896

REASON(S) WHY THIS ORDER WAS MADE:

3. In accordance with section 113 of the Building Act 1993, I am of the opinion that—

3.1. Building work of a minor nature is required to be carried out:

3.1.1 The work under this order is considered as other work required to bring the building into compliance with the Building Regulations 2018 and other work under Part 15 of the Building Regulations 2018, which ensures that the ESMs that are subject of a maintenance schedule in relation to that building –

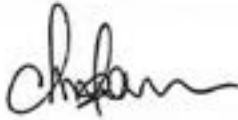
- (a) Performs at the level to fulfil its purpose specified in the essential safety measures maintenance schedule; and
- (b) Is inspected, tested and maintained in accordance with the requirements specified in the essential safety measures maintenance schedule.

BUILDING ORDER MADE BY:

Chris Christou
Deputy Municipal Building Surveyor
Building practitioner registration no.: BS-U 23896

Address: Council House 2, Level 4, 240 Little Collins
Street, Melbourne VIC 3000

Signature:



Important: Pursuant to Section 230 of the *Building Act 1993*, I hereby advise you that a member of the City of Melbourne - Building Control Group will conduct an inspection of the Building after expiry of the time period/s detailed in this Order.

**If you have any queries in relation to this document, please contact
Chris Christou on the contact details below:
Phone: 0418 717 711
Email: chris.christou@melbourne.vic.gov.au**

Dated: 5 June 2025
Order No: 1711830

NOTES:

Duration of Order

Pursuant to Section 117 of the Act, a building order remains in force (and if amended remains in force as amended) until it is complied with or it is cancelled by the Municipal Building Surveyor or the Building Appeals Board.

Amendment or Cancellation of Order

Pursuant to Section 116 of the Act, if there is a change in circumstances after the service of a building order, the owner may request the Municipal Building Surveyor to amend or cancel the order.

Penalty for Failure to Comply

Pursuant to Section 118(1) of the Act, a person to whom a building order is directed must comply with that order [penalty: 500 penalty units in the case of a natural person and 2500 penalty units in the case of a body corporate].

Appeals to the Building Appeals Board

Pursuant Section 142(2) of the Act an owner of a building or land, may appeal to the Building Appeals Board against;

- the making of a Building order applying to that building or land
- the imposition of any condition in the building order
- a refusal to amend or cancel a Building order
- a failure, within a reasonable time, to amend or cancel a building order, or
- a requirement under Division 3 of Part 8 that the building order be fully complied with

In accordance with section 146 of the Act and Regulation 271 of the Building Regulations 2018, the prescribed appeal period is thirty (30) days from the date of service of this order. Application forms and advice on appeals can be obtained from the Building Appeals Board on telephone number 1300 421 082.

Subsequent Owners of the Land

Pursuant to section 236 of the Act, this Building order is binding on every subsequent owner of the land.

Completion of Work

Pursuant to section 120 of the Act, the owner must notify the Municipal Building Surveyor in writing, without delay, on completion of the work required to be carried out by a Building order. (Failure = Maximum Penalty of 50 Penalty Units).

Failure to Comply

Pursuant to section 118 of the Act, a person to whom a Building order or Emergency Order is directed must comply with that Order.

(Failure = Maximum Penalty of 500 Penalty Units in the case of a natural person. 2500 Penalty Units in the case of a body corporate).



Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000, Australia
O +61 2 9335 3200
www.chubb.com/au

Date Issued: 03 April 2025

Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	OC 746092G	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	02GS036395	
Insurance:	Commercial Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 22 March 2025, Local Standard Time
	To:	4.00pm on 22 March 2026, Local Standard Time
The Insurer:	Section 1	Not Insured
	Section 2	Not Insured
	Section 3	Not Insured
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	651-669 Lonsdale St, Melbourne VIC 3000	

Limits of Liability

Section 1: Property Damage Insurance	Buildings and Common Property	Not Insured
	Common Contents	Not Insured
	Catastrophe	Not Insured
Section 2: Machinery Breakdown Insurance	Not Insured	
Section 3: Consequential Loss Insurance	Not Insured	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	Not Insured	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	Personal Injury	AUD 50,000,000 in respect of any one Occurrence
	Property Damage	AUD 50,000,000 in respect of any one Occurrence
Section 6: Environmental Impairment Liability Insurance	AUD 250,000 in the aggregate Period of Insurance	
Section 7: Management Committee Liability Insurance	AUD 10,000,000 in the aggregate Period of Insurance	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	Accident each occurrence Limit	AUD 200,000
	Accident aggregate Limit	AUD 200,000 in the aggregate Period of Insurance

All the values on this Certificate of Currency are correct as at 03 April 2025 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

Signed:



Nick Andrejic
Strata Underwriter VIC

Authorised Officer, Chubb Insurance Australia Limited
ABN 23 001 642 020 AFSL 239687



Certificate of Currency

Industrial Special Risks

27 March, 2025

To Whom It May Concern

RE: WESTSIDE PLACE OWNERS CORPORATION NO. OC 746092

This is to certify that the captioned Policy remains current for the term noted under "Period of Insurance" below. This Policy only comes into force for the "Period of Insurance" provided the premium and any applicable charges are paid in full by the required date. The issuance of this Certificate of Currency imparts no obligation on the Insurer to notify the addressee or any party relying upon it that the Policy may not have come into force or has been cancelled.

Insured: Westside Place Owners Corporation No. OC 746092
Class of Insurance: Industrial Special Risks
Period of Insurance: 22nd March 2025 to 22nd March 2026
Interest Insured: All Real and Personal Property and Business Interruption coverage as declared to Insurers and attaching to this policy
Limit of Liability: \$400,000,000 PPO \$800,000,000 XS \$2,000,000,000 Combined Limit of Liability
Insurer: AIG Australia Limited (AIG)
ABN 93 004 727 753
AIG Participation: 50 %
Policy Number: 278526
Notation: N/A

The above information is a summary only, for full details please refer to Policy wording.

Signed for and on behalf of
AIG Australia Limited



27/03/2025

.....
Authorised Person Date
SHAWN YANG –PROPERTY UNDERWRITER

Head Office
Sydney Level 19, 2 Park Street Sydney, NSW 2000 Australia
GPO Box 9933 Sydney NSW 2001 Australia
Melbourne GPO Box 9933 Melbourne VIC 3001 Australia
Brisbane GPO Box 9933 Brisbane QLD 4001 Australia
Perth GPO Box 9933 Perth WA 6848 Australia

Australia wide
T 1300 030 886
F 1300 634 940

International
T + 61 3 9522 4000
F + 61 3 9522 4645



3 April 2025

Certificate of Currency

This is to certify that the following Policy remains current for the term noted under "Period of Insurance" below. This Policy only comes into force for the "Period of Insurance" provided the premium and any applicable charges are paid in full by the required date.

The issuance of this Certificate of Currency imparts no obligation on the Insurer to notify the addressee or any party relying upon it that the Policy may not have come into force or has been cancelled.

Class of Insurance: Industrial Special Risks

Policy Number: 880-01817027-14017

The Insured: OC 746092 (Westside Place)

Interested Partie(s): Nil Noted

The Business: Principally Commercial Strata and any other activity incidental thereto.

Period of Insurance: From: 22/03/2025 4.00 pm local time
To: 22/03/2026 4.00 pm local time

**Situation/
Territorial Scope:** 250 Spence Street, MELBOURNE VIC 3000
and elsewhere in Australia where the Insured has property or carries on business, has goods or other property stored or being processed or has work done.

Limits of Liability: Section 1 and 2 Combined - \$800,000,000 xs \$2,000,000,000

Declared Values: Section 1 – Material Damage \$2,372,921,000
Section 2 – Business Interruption \$355,688,150


Indemnity Period: 73 months

HDI Capacity: 25%

Currency: Australian Dollars (AUD)

In witness thereof this Certificate has been signed on behalf of HDI Global SE, Australia.

Stephanie MacIntyre
Property Underwriter, Southern Region


HDI Global SE Australia
ARBN: 134 049 951
ABN: 55 490 279 016

Issued in Melbourne on 3 April 2025

Signed:

Certificate of Currency



03 April 2025

This certificate confirms that the undermentioned policy is current as at the date shown above.

1. INSURED: Westside Place Owners Corp No OC 746092
2. INTERESTED PARTY: N/A
3. LIBERTY POLICY NUMBER: 1000598364-03
4. POLICY PERIOD: From: 4.00pm on 22 March 2025 Australian Eastern Standard Time (AEST)
To: 4.00pm on 22 March 2026 Australian Eastern Standard Time (AEST)
5. SITUATION: 244-276 Spencer Street, Melbourne VIC 3000 Australia
6. DECLARED VALUES: Section 1 – All Property – AUD \$2,372,921,000
Section 2 – Consequential Loss – AUD \$354,688,150
7. LIMIT OF LIABILITY: AUD\$ 800,000,000 in excess of AUD \$ 2,000,000,000
8. ORDER HEREON: Liberty Share 7%



Jack Houston
AUTHORISED REPRESENTATIVE OF
LIBERTY SPECIALTY MARKETS

03 April 2025

Date

CHUBB INSURANCE AUSTRALIA LIMITED

ABN 23 001 642 020 AFSL 239687










Grosvenor Place Level 38,
225 George Street Sydney NSW 2000
Telephone: +61 2 9335 3200
www.chubb.com/au

27 March 2025



Certificate of Currency

This Certificate of Currency confirms the following policy is current at the date stated below. Please refer to policy document for full terms and conditions.

Certificate of Currency		
Insured:	Westside Place Owners Corporation No. OC 746092	
Location:	244-276 Spencer Street, Melbourne VIC 3000 Australia	
Policy Number:	02FX036280	
Policy Class:	Industrial Special Risks	
Policy From:	22 March 2025 at 4.00PM local standard time	
Policy To:	22 March 2026 at 4.00PM local standard time	
Limit of Liability:	Section 1 & Section 2 Combined	AUD 2,000,000,000
Sub Limit of Liability:	Plate Glass	Replacement Value
Declared Values:	Section 1 – Property Damage	AUD 2,372,921,000
	Section 2 – Consequential Loss	AUD 354,688,150
Chubb Insurance Australia Limited:	24%	
Zurich Insurance Limited	16% 72 2367224 GPR	
XL Insurance Company SE	11%	
CGU	20%	 31.03.2025
Swiss Re International SE, Australia Branch	9%	
Liberty Specialty Markets	7%	 01.04.2025
AIG Australia	5%	 02/04/2025 <small>AIG AUSTRALIA LIMITED ABN 93 004 727 753 AFSL 381686</small>
Eclipse Business Insurance Pty Limited	5.5%	 01/04/2025
Arch	2.5%	 02-Apr-2025

Signed for the Company :



Sanfilippo, Bella

Property Underwriter VIC/TAS

Authorised Officer, Chubb Insurance Australia Limited
ABN 23 001 642 020 AFSL 239687

Note: This advice merely provides confirmation as the existence of an insurance policy. The policy terms and conditions incorporate provisions which may enable Insurers to cancel or vary the policy on the happening of prescribed circumstances or events (ie non-payment of premium). Therefore this confirmation of insurance is not to be construed as guaranteeing that the policy will remain in force throughout the period as specified hereon.

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Certificate of Currency

Insured Name: OC 746092 (Westside Place)

Policy Number: 47-ZPR-327745-03

The Situation: 651-669 Lonsdale Street, MELBOURNE VIC 3000

Period of Insurance: From: 4pm on the 22/03/2025, To: 4pm on the 22/03/2026

Policy: Industrial Special Risks

Limit of Liability: \$800,000,000 in excess of \$2,000,000,000

Declared Values: Section 1 - Material Damage: \$2,372,921,000
Section 2 – Consequential Loss: \$354,688,150

Insurer Proportion: 18%

Signed By:



Date: 03/04/2025

Insurer: Berkshire Hathaway Specialty Insurance Company
ABN 84 600 643 034
AFSL 466713

This Certificate of Currency is issued as a matter of information only and confers no rights upon the holder or anyone else. This Certificate of Currency is only a summary of the cover provided, and is current only on the date of its issuance.

This Certificate is subject to the terms, Definitions, Conditions and Exclusions of the Policy, and does not amend, alter or extend any of the cover, terms or conditions set out in the Policy wording, Policy Schedule and/or any endorsement(s).



Owner Ledger

Start Date: 01/07/2023
 End Date: 31/07/2027
 Owners: One only

Level 1, 530 Lonsdale St, Melbourne VIC 3000
 PO BOX 13323, Law Courts VIC 8038
 Phone: 03 9034 4200
 Fax: 03 9662 1766
 ABN 94 084 411 012

PS 746092G Owners Corporation 1

West Side Place, 250 Spencer Street, MELBOURNE VIC 3000

Lot 1303B Unit 1303 Mun Yun LEE & Cyrus Robert BROOKS

UE / AE: 51.00 / 269,947.03

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Maintenance Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			Balance brought forward	0.00		0.00						
1	01/09/2023	Quarterly	OC1 Levy 01/09/23 - 30/11/23	415.73	415.73	24.55	24.55	4.98	0.00%	Standard	Normal	None
2	15/09/2023	Once-off	Lot 1303B: Debt recovery Stage 1	72.50	72.50	0.00	0.00	0.00		Owner Invoice	Normal	None
3	01/12/2023	Quarterly	OC1 Levy 01/12/23 - 29/02/24	415.73	415.73	24.55	24.55	0.00	0.00%	Standard	Normal	None
4	01/03/2024	Quarterly	OC1 Levy 01/03/24 - 31/05/24	415.73	415.73	24.55	24.55	0.00	0.00%	Standard	Normal	None
5	01/06/2024	Quarterly	OC1 Levy 01/06/24 - 31/08/24	415.73	415.73	24.55	24.55	0.00	0.00%	Standard	Normal	None
6	01/09/2024	Once-off	OC1 Budget Adjustment Levy 01/09/23 - 31/08/24	123.04	123.04	0.00	0.00	0.00	0.00%	Standard	Normal	None
7	01/09/2024	Quarterly	Cancelled: OC1 Quarterly Levy 01/09/24 - 30/11/24	446.49	0.00	24.55	0.00	0.00	0.00%	Standard	Cancelled	None
8	01/09/2024	Quarterly	OC1 Quarterly Levy 01/09/24 - 21/11/24	402.33	402.33	22.12	22.12	0.00	0.00%	Standard	Normal	None
9	22/11/2024	Quarterly	OC1 Quarterly Levy 22/11/24 - 30/11/24	44.17	44.17	2.43	2.43	0.00	0.00%	Standard	Normal	None
10	01/12/2024	Quarterly	Cancelled: OC1 Quarterly Levy 01/12/2024 - 28/02/2025	446.49	0.00	24.55	0.00	0.00	0.00%	Standard	Cancelled	None
11	01/12/2024	Quarterly	Cancelled: OC1 Quarterly Levy 01/12/24 - 28/02/25	446.57	0.00	24.55	0.00	0.00	0.00%	Standard	Cancelled	None
12	01/12/2024	Quarterly	OC1 Quarterly Levy 01/12/24 - 05/02/25	332.45	332.45	18.28	18.28	0.00	0.00%	Standard	Normal	None
13	06/02/2025	Quarterly	OC1 Quarterly Levy 06/02/25 - 28/02/25	114.12	114.12	6.27	6.27	0.00	0.00%	Standard	Normal	None
14	01/03/2025	Quarterly	Cancelled: OC1 Quarterly Levy 01/03/25 - 31/05/25	446.57	0.00	24.55	0.00	0.00	0.00%	Standard	Cancelled	None
15	01/03/2025	Quarterly	OC1 Quarterly Levy 01/03/25 - 03/03/25	14.56	14.56	0.80	0.80	0.00	0.00%	Standard	Normal	None
16	04/03/2025	Quarterly	OC1 Quarterly Levy 04/03/25 - 31/05/25	432.01	432.01	23.75	23.75	0.00	0.00%	Standard	Normal	None
17	01/06/2025	Quarterly	OC1 Quarterly Levy 01/06/25 - 31/08/25	446.57	446.57	24.55	24.55	0.00	0.00%	Standard	Normal	None

18	01/09/2025	Quarterly	OC1 Quarterly Levy 01/09/25 - 30/11/25	446.57	0.00	24.55	0.00	0.00	0.00%	Standard	Normal	None
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Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Maintenance Fund		Unallocated		Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid	Interest			
25/08/2023	25589	Receipt	Banked		407.31	5.79	2.01	0.00	0.00		415.11		1
26/10/2023	28767	Receipt	Banked		454.13	4.70	22.54	0.28	0.00		481.65		1, 2
30/11/2023	30552	Receipt	Banked		415.73	0.00	24.55	0.00	0.00		440.28		3
23/02/2024	34407	Receipt	Banked		415.73	0.00	24.55	0.00	0.00		440.28		4
23/05/2024	38816	Receipt	Banked		415.73	0.00	24.55	0.00	0.00		440.28		5
06/08/2024	41820	Receipt	Banked		569.53	0.00	24.55	0.00	0.00		594.08		6, 7
06/11/2024	46140	Receipt	Banked		446.49	0.00	24.55	0.00	0.00		471.04		10
29/01/2025		Invoice cancellation		Cancel Levy Posting	(446.49)	0.00	(24.55)	0.00	471.04		0.00		10
29/01/2025		Invoice cancellation		Cancel Levy Posting	(446.49)	0.00	(24.55)	0.00	471.04		0.00		7
30/01/2025		Unalloc money allocation		Levy Posting	402.33	0.00	22.12	0.00	(424.45)		0.00		8
30/01/2025		Unalloc money allocation		Levy Posting	44.17	0.00	2.43	0.00	(46.60)		0.00		9
30/01/2025		Unalloc money allocation		Levy Posting	446.48	0.00	24.55	0.00	(471.03)		0.00		11
04/02/2025	49278	Receipt	Banked		446.66	0.00	24.55	0.00	7.74		478.95		11, 14
25/02/2025	53049	Receipt	Banked		0.00	0.00	0.00	0.00	0.10		0.10		
16/03/2025		Invoice cancellation		Cancel Levy Posting	(446.57)	0.00	(24.55)	0.00	471.12		0.00		14
16/03/2025		Invoice cancellation		Cancel Levy Posting	(446.48)	0.00	(24.55)	0.00	471.03		0.00		11
16/03/2025		Invoice cancellation		Cancel Levy Posting	(0.09)	0.00	0.00	0.00	0.09		0.00		11
16/03/2025		Unalloc money allocation		Levy Posting	332.45	0.00	18.28	0.00	(350.73)		0.00		12
16/03/2025		Unalloc money allocation		Levy Posting	114.12	0.00	6.27	0.00	(120.39)		0.00		13
16/03/2025		Unalloc money allocation		Levy Posting	14.56	0.00	0.80	0.00	(15.36)		0.00		15
16/03/2025		Unalloc money allocation		Levy Posting	432.01	0.00	23.75	0.00	(455.76)		0.00		16
24/04/2025		Unalloc money allocation		Levy Posting	7.43	0.00	0.41	0.00	(7.84)		0.00		17
06/05/2025	59856	Receipt	Banked		439.14	0.00	24.14	0.00	0.00		463.28		17

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Notification of making, amendment or revocation of owners corporation rules

Section 142 Owners Corporation Act 2006

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

Lodged by	HWL Ebsworth Lawyers
Name	Sarah Rizk
Phone	(03) 8644
Address	Level 8, 447 Collins Street, Melbourne, Victoria 3000
Reference	SR:NJS:1167185
Customer code	192085
Owners corporation number	1
Plan number	PS 746092G

Supplied with this notification is:

1. The consolidated copy of the rules of the owners corporation currently in force.

2. If applicable, the special resolution passed on

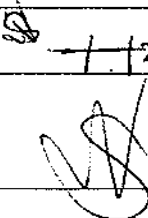
5 September 2023

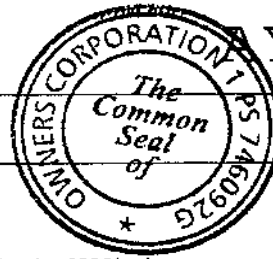
Please refer to the attached documents:

- (a) Owners Corporation Annual General Meeting Minutes (see item 10.1); and
- (b) Result of Ballot confirming the special resolution (see page 3).

under Section 138 of the *Owners Corporation Act 2006* authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated:

	<p>1/12/2024 21/05/2024</p>
<p>Sarah Rizk Level 8, 447 Collins Street, Melbourne VIC 3000 An Australian Legal Practitioner within the meaning of the Legal Profession Uniform Law (Victoria)</p>	



Y076893X

The common seal of owners corporation number:

Plan number:

was affixed in accordance with Section 21 of the Owners Corporation Act 2006 in the presence of:

[Empty box for witness name]

Lot owner 0/C1 7460926, WEST SIDE PLACE,

Full name	QUOC HUYNH LE
Address	5701/260 SPENCER ST. MELBOURNE

Lot owner

Full name	JOSEPH DAGHER
Address	5301/260 SPENCER ST MELBOURNE

For current information regarding owners corporation, please obtain an owners corporation search report

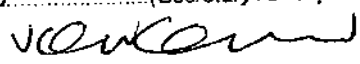
Land Use Victoria
Level 1, 2 Lonsdale Street Melbourne
Melbourne VIC 3000
Telephone 03 9194 0601

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Owners Corporation Rules
Owners Corporation No. 1
Residential Towers A, B, C & D
West Side Place

"I certify these rules to be a true & a correct copy of the rules made by the special resolution dated...7/08/2023

Signed.....(Secretary /Chairperson/ Manager)"

 FOR O/C 1 PS746092 @ W.S.P.
JOHN GUNN
OWNERS CORPORATION MANAGER,
APM
17/05/2024

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PART A – DEFINITIONS AND INTERPRETATION

1. Introduction – Making and subject matter of Rules

- 1.1 These Rules are made by Owners Corporation 1 of Plan No. PS746092G for Towers A, B, C and D at West Side Place.
- 1.2 The Regulations provide for:
- (a) the powers of the Owners Corporation;
 - (b) the general duties of Members and Occupiers;
 - (c) meetings and administration of the Owners Corporation;
 - (d) insurance; and
 - (e) other miscellaneous matters.

2. Definitions

In these Rules:

Act means the *Owners Corporations Act 2006*;

Additional Rules means the Rules in Part C;

Attachment means an attachment to these Rules;

Authority means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency;

Back of House Area means the area designated by the Manager;

Bicycle Storage Facilities means the bicycle storage facilities on the Common Property;

Building means the building and improvements located on the Land;

Building Facilities means the facilities on the Common Property;

Building Services means:

- (a) water, gas, artificially heated or cooled air, or heating oil;
- (b) sewerage and drainage;
- (c) telephone, radio and television;
- (d) security systems; and
- (e) any other facility, supply or transmission;

Building Works are any works, alterations, connections to, additions, repairs or replacement of:

- (a) Common Property structures including Common Property walls, floor and ceiling enclosing a Lot;
- (b) Building Facilities;
- (c) Building Services;

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(d) the walls, floor coverings and or services within a Lot including dividing walls between Lots; and

(e) a load bearing wall;

Car Park means that part of the Building and Land designated for entry and exit of Motor Vehicles to and from the Car Space Lots;

Car Space Rules means the rules in Part D;

Car Space Lots means Lots with a number which includes the letter 'Y'

Combined Lots means Lots with a number which includes the letter 'Z';

Combined Rules means the rules in Part F;

Common Property means the common property identified on the Plan under the control of the Owners Corporation;

Common Property Ductwork means ductwork installed on the Common Property;

Developer means May21 Pty Ltd ACN 163 938 074 and FEC May22 Pty Ltd ACN 632 983 950 of Level 5, 370 St Kilda Road, Melbourne VIC 3004;

Fire Safety Device means any structure in a Lot or Common Property that:

- (a) monitors or signals the incidence of smoke, heat or fire;
- (b) provides lighting in the case of smoke, heat or fire;
- (c) controls access throughout the Building in the case of smoke, heat or fire ;
- (d) extinguishes or decreases the spread of fire, smoke or heat; and
- (e) is required by Law for fire safety or that otherwise improves fire safety;

Grease Arrestor means any system installed to arrest or trap grease and similar substances including any tank, pumps, filter and plant and equipment in relation to a Retail Lot;

Hotel means the hotel operated on the Hotel Lot;

Hotel Lot means the hotel in Lot S4 in Tower A;

Hotel Operator means the operator of the Hotel;

Kitchen Exhaust means a kitchen exhaust installed on a Retail Lot;

Kitchen Exhaust Services means ductwork, air intake, fan, filter, vents and access panels installed in relation to a Kitchen Exhaust;

Land means all of the land in the Plan;

Law means any statute, regulation, proclamation, ordinance, order or by-laws;

Lot means all of the Lots on the Plan;

Lot Owner means a registered owner of a Lot;

Manager means:

- (a) a manager appointed by the Owners Corporation pursuant to Section 119 of the Act; and
- (b) a building / facilities manager appointed by the Owners Corporation;

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Member means a member of the Owners Corporation, and where applicable, agents, licensees, invitees, contractors, visitors etc of a Member;

Model Rules means the rules in Part B;

Motor Vehicle means a motor vehicle with:

- (a) a tare weight not more than 2 tonnes; and
- (b) dimensions capable of fitting within a Car Space Lot and gaining entry to the Car Space Lots without causing damage to the Building;

Occupier means a person lawfully in occupation of a Lot;

Owners Corporation means Owners Corporation 1 on the Plan;

Plan means Plan of Subdivision PS746092G;

Prohibited Use means:

- (a) brothel;
- (b) multi-purpose youth centres including drop in centres;
- (c) amusement centre;
- (d) charity or second hand goods shop;
- (e) tattoo shop; and
- (f) drug rehabilitation clinic;

Regulations means the Owners Corporation Regulations 2018;

Residential Lots means Lots with a suffix of 'A', 'B', 'C' and or 'D';

Residential Rules means the rules set out in Part G;

Retail Lot means Lots with a suffix of 'RA' or 'RB';

Retail Permit means any permit, consent or approval required by any Authority to operate a business from a Retail Lot;

Retail Precinct means:

- (a) the Retail Lots; and
- (b) the Common Property adjacent to the Retail Lots;

Retail Rules means the rules set out in Part H;

Retail Tenancy Guidelines means the tenancy guidelines for the Retail Lot(s) (if any);

Ritz-Carlton means The Ritz Carlton Hotel Company LLC;

Rules means all of the:

- (a) Model Rules;
- (b) Additional Rules;
- (c) Car Space Rules;
- (d) Storage Rules;
- (e) Combined Rules;

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- (f) Residential Rules;
- (g) Retail Rules and
- (h) any other Rule of use for the management of West Side Place;

Security Key means an FOB key, security access card, swipe card and device;

Special Resolution has the meaning in the Act;

Storage Lot means Lots with a number which includes the letter 'V';

Storage Rules means the rules set out in Part E;

Trademarks means:

- (a) the 'Ritz-Carlton' name and mark;
- (b) any word, name, device, symbol, logo, design, brand, service mark, trade mark (whether formal or informal), other distinctive feature indicia of origin (including without limit marks, program names and restaurant, spa or other outlet names), in each case used at or in connection with the business of the Hotel; and
- (c) any combination of the foregoing;

West Side Place means all of the Lots and the Common Property of PS746092G;

Visitor Car Spaces means that part of the Common Property designated for the parking of motor vehicles by visitors to West Side Place; and

Window Covering means any internal or external covering to a window of a Lot.

3. Interpretation

- 3.1 These Rules must be read in conjunction with the Act and the Regulations.
- 3.2 The Additional Rules, Car Space Rules, Storage Rules, Combined Rules, Residential Rules and Retail Rules prevail to the extent of any inconsistency with the Model Rules.
- 3.3 The index and headings in these Rules are:
 - (a) not part of these Rules; and
 - (b) not to be taken into account in interpreting these Rules.
- 3.4 A word which is in these Rules but is not defined has the meaning set out in the Act.
- 3.5 An obligation imposed on more than 1 person is enforceable against each person separately, together or in any combination.
- 3.6 The singular includes the plural and vice-versa and a gender includes both genders.
- 3.7 'Include' is to be read as if followed by the words 'without limitation'.
- 3.8 A reference to any document, instrument or Law includes any variation of replacement.
- 3.9 Owners Corporation consent except where otherwise stated, may be:
 - (a) granted or withheld in the absolute discretion of the Owners Corporation;
 - (b) revocable; and
 - (c) given subject to conditions.

PART B – MODEL RULES

1. Health, Safety and Security

1.1 Health, Safety and Security of Lot Owners, Occupiers of Lots and Others

A Lot Owner or Occupier must not use the Lot, or permit it to be used, so as to cause a hazard to the health, safety and security of a Lot Owner, Occupier, or user of another Lot.

1.2 Storage of Flammable Liquids and Other Dangerous Substances and Materials

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

1.3 Waste Disposal

An Owner or Occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the Occupiers or users of other Lots.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub-committee without reference to the Owners Corporation.

3. Management and Administration

3.1 Metering of Services and Apportionment of Costs of Services

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

4. Use of Common Property

4.1 Use of Common Property

- (a) A Lot Owner or Occupier of a Lot must not obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property.
- (b) A Lot Owner or Occupier of a Lot must not, without the written approval of the Owners Corporation, use for the Lot Owner or Occupier's own purposes as a garden any portion of the Common Property.
- (c) An approval under subrule (2) may state a period for which the approval is granted.
- (d) If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the Common Property, it must give reasonable notice of this resolution to the Owner or Occupier who is keeping the animal.
- (e) An Owner or Occupier of a Lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (f) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and Parking on Common Property

A Lot Owner or Occupier of a Lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle:

- (a) to be parked or left in parking spaces situated on Common Property and allocated for other Lots; or
- (b) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
- (c) in any place other than a parking area situated on Common Property specified for that purpose by the Owners Corporation.

4.3 Damage to Common Property

- (a) A Lot Owner or Occupier of a Lot must not damage or alter the Common Property without the written approval of the Owners Corporation.
- (b) A Lot Owner or Occupier of a Lot must not damage or alter a structure that forms part of the Common Property without the written approval of the Owners Corporation.
- (c) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (d) A Lot Owner or person authorised by a Lot Owner may install a locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (e) The Lot Owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of Lots

A Lot Owner or Occupier of a Lot must give written notification to the Owners Corporation if the Lot Owner or Occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation.

Example:

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

5.2 External appearance of Lots

- (a) A Lot Owner or Occupier of a Lot must obtain the written approval of the Owners Corporation before making any changes to the external appearance of their Lot.
- (b) An Owners Corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other Lot Owners, structural integrity or the value of other Lots and/or Common Property.

5.3 Requiring notice to the owners corporation of renovations to Lots

A Lot Owner or Occupier of a Lot must notify the Owners Corporation when undertaking any renovations or other works that may affect the Common Property and/or other Lot Owners' or Occupiers' enjoyment of the Common Property.

6. Behaviour of Persons

6.1 Behaviour of Owners, Occupiers and invitees on Common Property

A Lot Owner or Occupier of a Lot must take all reasonable steps to ensure that guests of the Lot Owner or Occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the Common Property.

6.2 Noise and Other Nuisance Control

- (a) A Lot Owner or Occupier of a Lot, or a guest of a Lot Owner or Occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the Common Property.
- (b) Subrule (1) does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.

7. Dispute Resolution

- 7.1 The grievance procedure set out in this rule applies to disputes involving a Lot Owner, Manager, an Occupier or the Owners Corporation.
- 7.2 The party making the complaint must prepare a written statement in the approved form.
- 7.3 If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- 7.4 If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.

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- 7.5 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- 7.6 A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- 7.7 If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.
- 7.8 This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

PART C – ADDITIONAL RULES

1. Use of Lots

A Member or Occupier of a Lot must not:

- (a) use or permit its Lot to be used for any purpose which may cause a nuisance or hazard to any other Member or Occupier of any Lot or their invitees;
- (b) use or permits its Lots to be used in a manner that unreasonably interferes with another Member, Occupier and or their Guests' use and enjoyment of their Lot or the Common Property.;
- (c) dispose or permit disposal of cigarette butts, cigarette ash or any other materials, including rubbish, plastic/glass bottles, glass objects, etc from its Lot onto any Common Property and/or other lots;
- (d) do or permit anything which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation;
- (e) install or permit to be installed any safe on its Lot unless it obtains the prior written consent of the Manager, and pays the costs of the Owners Corporation in relation to that consent.

2. Use of Common Property

A Member or Occupier of a Lot must not:

- (a) use or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by any Member or any Occupier of any Lot;
- (b) make or permit to be made any undue noise, odours or vibrations in or about the Common Property;
- (c) smoke or consume alcohol on the Common Property;
- (d) permit any child under the age of 16 years under its control to play or remain on any part of the Common Property or other area of possible danger or hazard to children unless supervised by an adult at all times;
- (e) use or permit persons under its control to use skateboards, roller skates, roller blades, bicycles, tricycles, motor scooters, scooters or the like in the Common Property;
- (f) do or allow to be done anything on the Common Property which causes a nuisance to, or interferes with, the use or quiet enjoyment of the Common Property by other Members or Occupiers;
- (g) obstruct and or leave any goods in any hallways, passage ways, stairwells or lifts of the Common Property – for example bicycles, scooters, trolleys and furniture must not be left on any part of the Common Property;
- (h) hold or allow to be held any public auction on or near the Common Property without the Owners Corporation's prior written consent;
- (i) park or leave a vehicle:
 - (i) on Common Property which obstructs any driveway or entrance to a Lot; and
 - (ii) in any place other than an allocated car parking bay in the Car Park.

- (j) do or permit anything which might cause structural damage to the Building without the prior written consent of the Owners Corporation;
- (k) do anything to damage, alter, deface or interfere with use of the Common Property;
- (l) interfere with any personal property owned by the Owners Corporation;
- (m) interfere with the operation of any equipment installed in the Common Property;
- (n) use or permit the Common Property to be used other than in accordance with the directions of the Owners Corporation;
- (o) open, close or adjust any louver window/s located on Common Property;
- (p) enter or permit any person to enter into any:
 - (i) plant room;
 - (ii) machine housing/mechanical equipment room;
 - (iii) waste disposal room;
 - (iv) electricity switch room; and
 - (v) any other Building Facilities; and
- (q) adjust or permit any person to adjust any:
 - (i) thermostat;
 - (ii) board control;
 - (iii) electricity;
 - (iv) gas;
 - (v) heating or cooling controls; and
 - (vi) any other Building Services.

3. Moving in - moving out

- 3.1 A Member or Occupier of a Lot must only move in or out through the Back of House Area.
- 3.2 A Member or Occupier of a Lot must, not less than 7 working days prior to the intended date for moving into or moving out of its Lot, contact the Manager to arrange and register a suitable date and time to facilitate that move.
- 3.3 Only those Members or Occupiers that have prior authorisation from the Manager will be permitted to move in or out of a Lot.
- 3.4 All moves in and out of the Building will only be permitted between the hours of 8.00 am and 4.30 pm Monday to Friday and between 8.00am to 1.00pm on Saturday, with no moves permitted to be made on Sundays or Public Holidays.
- 3.5 Any moves requested out of these hours will be at the absolute discretion of the Owners Corporation.
- 3.6 A Member or Occupier of a Lot must complete an Induction Form prior to and after the move.
- 3.7 A Member or Occupier of a Lot must give at least 3 days written notice prior to accepting delivery of or moving any large items or any heavy items, including but not limited to large articles, whitegoods and furniture.

- 3.8 No moving of any heavy or large items will be permitted if it has not been booked with the Manager.
- 3.9 All boxes, cartons and containers used in the move in or move out must be removed and taken away by the relevant Member or Occupier of a Lot .
- 3.10 A Member or Occupier of a Lot must make arrangements with the Manager as to a suitable location to leave boxes, cartons and containers used in the move in or move out process.
- 3.11 A Member or Occupier of a Lot must comply with all directions made by the Manager or Owners Corporation regarding moving in or moving out of its Lot.

4. Damage to Common Property

A Member or Occupier of a Lot must promptly notify the Manager of any damage to the Common Property.

5. Security

- 5.1 A Member or Occupier of a Lot must at its cost comply with the requirements of the Manager or the Owners Corporation regarding the security of the Common Property.
- 5.2 The Owners Corporation may take all reasonable steps to ensure the security of West Side Place from intruders and to preserve the safety of West Side Place from fire or other hazards including:
 - (a) closing off or restricting access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
 - (b) permitting, to the exclusion of Members or Occupiers of a Lot, any part of the Common Property to be used by any security person; and
 - (c) restricting access of Members and Occupiers of Lots of one level of West Side Place to any other level.
- 5.3 The Owners Corporation may restrict provision of Security Keys to only 2 Security Keys for each Lot used as an Apartment.
- 5.4 The Owners Corporation may charge a reasonable fee for replacement of any Security Key or additional Security Key that it considers reasonable to provide.
- 5.5 A Member of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by an Occupier of its Lot including entering into an agreement under any lease or licence agreement to ensure return of the Security Key to the Member or the Manager on expiry of the Occupier's lease or licence.
- 5.6 A Member of a Lot in possession of a Security Key:
 - (a) must not duplicate or permit the Security Key to be duplicated; and
 - (b) must take all reasonable steps to ensure that the Security Key is not lost or handed to any person other than an Occupier of its Lot and is not disposed of otherwise than by returning it to the Member or the Manager.
- 5.7 A Member or Occupier of a Lot must promptly notify the Manager if a Security Key is lost or destroyed.
- 5.8 All Security Keys remain the property of the Owners Corporation.

6. Owners Corporation levies

- 6.1 A Member or Occupier of a Lot must:
- (a) pay all administrative and maintenance levies set by the Owners Corporation; and
 - (b) pay special levies set by the Owners Corporation, on the due date, according to its Lot Entitlement set out in the Plan.
 - (c) reimburse the Owners Corporation for any expenses paid on behalf of the Lot Owner which is the Lot Owner's sole responsibility.
- 6.2 The Owners Corporation may charge interest on outstanding levies at the rate of interest payable under the Penalty Interest Rates Act 1983.
- 6.3 The Owners Corporation may recover all of its costs in relation to:
- (a) the recovery of outstanding levies; and
 - (b) a breach of the Rules.

7. Compliance with Laws

A Member or Occupier of a Lot must at its cost promptly comply with all laws relating to its Lot including any requirements, notices and orders of an Authority.

8. Right of way

- 8.1 Each Member and Occupier of a Lot must without limiting the rights of the Owners Corporation under section 12(2) of the Subdivision Act 1988, provide access through its Lot for the Owners Corporation to gain access to any plant and service areas and any service pipes or ducts located in, above or below the Lots which is for the benefit of each Lot and or the Common Property and is necessary for the reasonable use and enjoyment of the Lots and or the Common Property by Members and Occupiers of Lots.

9. Appearance of Lot

A Member or Occupier of a Lot must not:

- (a) alter the exterior walls, exterior doors, glass walls or windows of its Lot without the prior written consent of the Owners Corporation;
- (b) maintain inside its Lot anything visible from outside its Lot which is not in keeping with the rest of the Building without the prior written consent of the Owners Corporation;
- (c) install or permit to be installed bars or grilles or other safety devices to the exterior of any windows or doors of its Lot; and
- (d) install or permit to be installed in any part of its Lot any bars, enclosures or grilles visible from outside its Lot not in keeping with the rest of the Building;

10. Building facilities and Building Services

- 10.1 A Member or Occupier of a Lot must:
- (a) only use Building Facilities and Building Services for their proper purpose; and

- (b) not connect any personal good or chattel to the Building Services so as to charge or power their personal good or chattel. For example, Members and Occupiers must not use power points on Common Property to charge electric scooters, laptops and other electronic devices.
 - (c) not allow any rubbish or foreign material or substance to be placed in any Building Facilities and Building Services.
- 10.2 Any costs or expenses resulting from damage or blockage to the Building Facilities and Building Services caused by a Member or Occupier of a Lot will be its responsibility.

11. Fire Control

- 11.1 A Member or Occupier of a Lot must:
- (a) not use, interfere with or obstruct any Fire Safety Device except in an emergency; and
 - (b) observe and comply with all fire or emergency drills conducted in the Building.
- 11.2 The Owners Corporation or Manager must:
- (a) consult with any relevant Authority as to appropriate Fire Safety Devices for West Side Place;
 - (b) ensure that the appropriate contractors are engaged to provide all adequate Fire Safety Devices in West Side Place to the satisfaction of all relevant Authorities;
 - (c) ensure that the appropriate contractors are engaged to take all reasonable steps to ensure compliance with all fire laws in respect of West Side Place; and
 - (d) ensure that a Member or Occupier of a Lot or any other person does not interfere with or activate any Fire Safety Device in West Side Place except in an emergency.
- 11.3 A Member or Occupier of a Lot will be responsible for all isolation and de-isolation of Fire Safety Device requests made by it at the cost rate set out by the authorised relevant essential services contractor plus any administration costs incurred by the Owners Corporation.

12. Plants

A Member or Occupier of a Lot who has pot plants on its Lot must at its cost:

- (a) ensure that the pot plants are properly maintained and securely fixed or tethered;
- (b) not over water so that water escapes onto its Lot, Common Property or other Lots; and
- (c) ensure that all pot plants have a suitable saucer for the collection of excess water.

13. Compliance with Rules and Rules of Use

- 13.1 A Member or Occupier of a Lot must at its cost:
- (a) comply with the Rules; and all directions and Rules of use set by the Manager or the Owners Corporation; and
- ensure that its agents, licensees, invitees, contractors and visitors comply with the Rules and all directions and Rules of use set by the Manager or the Owners Corporation from time to time.
- 13.2 A breach of any directions or rules of use is a breach of the Rules.

- 13.3 A Member or Occupier of a Lot uses the Common Property at its own risk.
- 13.4 A Member or Occupier of a Lot must pay, within 28 days of notice from the Owners Corporation, the costs of the Owners Corporation in relation to:
- (a) remedying its breach of the Rules; and
 - (b) any damage caused by its breach of the Rules.

14. Garbage/rubbish

- 14.1 A Member or Occupier of a Lot must at its cost:
- (a) not dispose of garbage/rubbish onto the Common Property; and
 - (b) deposit all garbage and rubbish in the allocated recyclable bins specifically provided for that purpose and/or garbage/rubbish chute for general waste.
- 14.2 A Member or Occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation or the Manager from time to time but otherwise:
- (a) rubbish or refuse from a vacuum cleaner must be placed in a rubbish bag and securely closed before disposing of it in the garbage/rubbish chute;
 - (b) glass items must be completely drained, cleaned and deposited in the recycling bin for glass items;
 - (c) recyclable items, such as paper, cardboard and plastic are to be placed in the recycling chute for these items;
 - (d) all other garbage must be drained and securely wrapped in small parcels and deposited in the rubbish chute; and
 - (e) all cardboard boxes and packaging must be broken down and neatly placed in an area designated by the Manager.

15. Personal information of Members and Occupiers

- 15.1 The Owners Corporation may collect personal information about Members and Occupiers of Lots, including their name and address.
- 15.2 Personal information collected by the Owners Corporation may be disclosed to the Owners Corporation's agents and any sub-agents appointed to provide services to or carry out functions on behalf of the Owners Corporation.

16. Building Works

- 16.1 Should a Member or Occupier seek to undertake Building Works, the Member or Occupier may not commence the Building Works until he, she or it has complied with Rule 16.3 below.
- 16.2 A Member and or Occupier may only carry out Building Works in accordance with the following requirements:- The Member and or Occupier:
- (a) are to undertake all Building Works in a manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Members and or Occupiers.
 - (i) Building Works may only be undertaken between 8:30am and 4:00pm from Monday to Friday during the week.

- (b) must ensure that their servants, agents and contractors undertaking the Building Works comply with the proper and reasonable directions of the Owners Corporation concerning the:
 - (i) method of building operations;
 - (ii) means of access;
 - (iii) use of the Common Property;
 - (iv) on-site management and building protection, and
 - (v) hours of work.
 - (c) are not permitted to use the main building entrance and lobby for the purpose of taking building materials or building workmen to and from the relevant Lot, unless the Owners Corporation gives prior written consent to do so 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
 - (d) have signed an Owners Corporation Memorandum of Agreement for Repairs and Alterations with the Owners Corporation setting out the basis upon which the Owners Corporation's consent to the Works is given and what conditions attach to that consent, including without limitation the following requirements:
 - (i) provision of all contractor's relevant insurances for the Works;
 - (ii) provision of all contractor's licences / certifications / qualifications showing an entitlement to undertake the Works legally;
 - (iii) the payment of a bond as security for potential damage to the Common Property that is not repaired or capable of repair by the Member and or Occupier's contractor/s;
 - (iv) an indemnity in favour of the Owners Corporation for the cost of any repair necessary to the Common Property and services thereon resulting from damage caused by the Member and or Occupier's contractors.
- 16.3 The Owners Corporation may, in its absolute discretion require a Member or Occupier of a Lot to pay a security deposit or bond (Bond) in relation to its obligations under this Rule.
- 16.4 The Owners Corporation may, in its absolute discretion, use the Bond to repair any damage to Common Property.
- 16.5 The Owners Corporation may stop all Building Works if the Member or Occupier of a Lot has not complied with the Rules and or the Memorandum of Agreement for Repairs and Alterations with the Owners Corporation.

17. Hotel

- 17.1 A Member or Occupier of a Lot must not:
- (a) use or permit its Lot or the Common Property to be used in such a way as to adversely affect the:
 - (i) quality and standard of the Hotel; and
 - (ii) the comfort of Hotel guests; and
 - (b) place any washing, towel, bedding, clothing or other article outside its Lot which are visible from:
 - (i) the Hotel; and

- (ii) the exterior of the Building.
- 17.2 In this Rule:
 - (a) Signage means signage installed:
 - (i) outside the Lot;
 - (ii) inside a Lot which is visible from the exterior of the Building; and
 - (iii) on the Common Property;
 - (b) Signage must:
 - (i) harmonise with the overall appearance of the Hotel;
 - (ii) be constructed of suitable and high quality materials; and
 - (iii) comply with any applicable law.
- 17.3 Any Building Works and any other works (including fitting out or refurbishment) carried out by a Member or Occupier of a Lot in accordance with these Rules must be conducted in such a way to minimise disruption to:
 - (a) Hotel guests; and
 - (b) the operation of the Hotel.
- 17.4 The Trademarks are the property of Ritz-Carlton.
- 17.5 A Member or Occupier of a Lot must not:
 - (a) claim ownership of, or
 - (b) use,the Trademarks.
- 17.6 The Owners Corporation must ensure at its cost that:
 - (a) the Common Property is maintained to a standard consistent with other comparable mixed-use developments in Melbourne and Australia; and
 - (b) the Hotel Operator, its employees, agents and contractors can access the Common Property at any time.

18. Developer Rights

- 18.1 Notwithstanding anything to the contrary contained in the Rules, for so long as the Developer is a Lot Owner or is engaged in any action required to complete the development at West Side Place or any mortgagee or chargee of the mortgagee of the Developer has an interest in any part of any Lot, these Rules will not apply to or be enforceable against the Developer or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Developer, their servant, agents, contractors and/or their mortgagee or chargee, may be engaged in or which may need to be carried out in order to complete construction of the Building and Building Facilities comprised in the development at West Side Place.
- 18.2 The Developer (including the successors, assigns, mortgagee or chargee) will be and are by this Rule in relation to the completion of the development at West Side Place, authorised by the Owners Corporation to:

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- (a) erect any barriers, fences, hoardings, signs as the Developer deems necessary to facilitate any works to be carried out in relation to the West Side Place;
 - (b) notwithstanding anything herein contained take exclusive and sole possession of any parts of the Common Property as the Developer may need to have exclusive possession of in order to carry out any works or activities in relation to the West Side Place;
 - (c) exclude all and any Lot Owners or Occupiers or their agents or invitees from any parts of the Common Property as may be necessary in order to carry out any works in relation to the West Side Place;
 - (d) erect for sale promotional advertising or other signs as the Developer may require on any part of the Common Property;
 - (e) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer deems fit;
 - (f) limit or restrict access to certain areas of the West Side Place including areas of the Common Property in order to expeditiously complete the development at West Side Place; and
 - (g) provided that 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, will use its best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.
- 18.3 Upon written request by the Developer or its mortgagee or charge, the Owners Corporation will sign whatever consents authorities permits or other such documents as may be required to enable the Developer or its mortgagee or chargee to complete the development at West Side Place.
- 18.4 A Lot Owner must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule or contravene any right or reprieve afforded to the Developer under this Rule.
- 18.5 A Lot Owner must comply with the terms of any agreement between the Developer and the Owners Corporation that is disclosed to the Lot Owner.
- 18.6 In exercising its rights under this Rule, the Developer must act honestly and in good faith and with due care and diligence in the interests of Owners Corporation and must have regard to the amenity of Lot Owners. The Developer must only exercise its rights to the extent necessary for the genuine benefit of the Owners. The Developer must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Lot Owners.

PART D - ADDITIONAL RULES FOR CAR SPACE LOTS

19. Car Space - use of Lots

19.1 A Member or Occupier of a Car Space Lot must not:

- (a) use or permit its Car Space Lot to be used for:
 - (i) storage;
 - (ii) residence;
 - (iii) the repair, maintenance, servicing, disassembly or assembly of a Motor Vehicle;
 - (iv) the cleaning or washing of a Motor Vehicle; and
 - (v) any other purpose other than the parking of a Motor Vehicle;
- (b) conduct a business from its Car Space Lot;
- (c) lease the car space to a Member who is not a resident of West Side Place;
- (d) leave any Motor Vehicle in any part of the Car Park other than in its Car Space Lot;
- (e) bring into its Car Space Lot or the Car Park any Motor Vehicle which is:
 - (i) heavily soiled;
 - (ii) un-roadworthy/and/or unregistered;
 - (iii) excessively noisy;
 - (iv) dangerous; or
 - (v) leaking fuel, gas, oil or water; and
- (f) enclose its Car Space Lot.

20. Car Space - pets and animals

A Member or Occupier of a Car Space Lot must not keep a domestic animal or pet on its Car Space Lot.

21. Car Space – cleaning of Lot

A Member or Occupier of a Car Space Lot must at its cost keep its Car Space Lot in a clean, tidy free from any car fluids spillages at all times.

22. Car Space - signs

A Member or Occupier of a Car Space Lot must not erect or affix any sign or notice (including any for sale or for lease boards) to any part of the Common Property or its Car Space Lot visible from outside its Car Space Lot.

23. Car Space - leasing a Lot

A Member of a Car Space Lot must:

- 23.1 only grant a lease or licence (Lease) of its Car Space Lot to a resident of West Side Place; and
- 23.2 give written notice of a Lease of its Car Space Lot to the Manager and to the Owners Corporation.

24. Car Space – sale of Car Space Lot

A Member of a Car Space Lot must only sell its Car Space Lot to a Member of a Residential Lot.

25. Car Space - use of Car Park

- 25.1 A Member of Occupier of a Car Space Lot must at its cost comply with:
 - (a) every traffic sign in or at the entrance or exit of the Car Park;
 - (b) any conditions of entry imposed by the Owners Corporation in relation to the Car Park including but not limited to speed restrictions; and
 - (c) any traffic management plan imposed by the Owners Corporation.
- 25.2 The Owners Corporation may:
 - (a) remove any Motor Vehicle which:
 - (i) is not parked wholly within a marked Car Space Lot;
 - (ii) is not parked on the Car Space Lot designated for that Motor Vehicle;
 - (iii) is parked on the Common Property; and
 - (iv) does not comply with the Car Space Rules;
 - (b) install traffic signs in the Car Park at and the entrances and exit to the Car Park;
 - (c) install speed humps and other traffic control devices in the Car Park;
 - (d) impose conditions of use in relation to the Car Park including maximum speed restrictions;
 - (e) designate Car Space Lots by numbering, line marking or other means; and
 - (f) engage a contractor for the management of the Car Park.

PART E - ADDITIONAL RULES FOR STORAGE LOTS

1. Storage - Use of Lots

A Member or Occupier of a Storage Lot must not:

- (a) use or permit its Storage Lot to be used for any purpose other than storage.
- (b) store anything on its Storage Lot which:
 - (i) emits odours;
 - (ii) emits noise;
 - (iii) is not dry or clean;
 - (iv) is rubbish or waste materials including but not limited to any refuse or food or food waste or other putrescible matter;
 - (v) is not in conjunction with the use of a Residential Lot; and
 - (vi) is flammable.

2. Storage – Building Facilities and Building Services

2.1 A Member or Occupier of a Storage Lot must:

- (a) ensure that ventilation of its Storage Lot is not adversely affected by the items stored; and
- (b) ensure that there is a minimum clearance of 500mm to the underside of any sprinkler head or other services located in its Storage Lot.
- (c) Take note that all items stored in the Storage Lot are stored at its own risk and notes that Strata Insurance does NOT cover personal items stored in the Storage Lot.

2.2 A Member or Occupier of a Storage Lot will be responsible for all costs for the isolation and de-isolation of Fire Safety Device requests made by them at the cost rate set out by the authorised relevant essential services contractor plus any administration costs incurred by the Owners Corporation.

2.3 A Member or Occupier of a Storage Lot uses the Common Property and Storage Lot at its own risk.

3. Storage - pets and animals

A Member or Occupier of a Storage Lot must not keep a domestic animal or pet on its Storage Lot.

4. Storage – cleaning of Lot

4.1 A Member or Occupier of a Storage Lot must at its cost:

- (a) keep its Storage Lot in a clean and tidy condition; and
- (b) keep its Storage Lot free of pests and vermin.

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5. Storage - signs

A Member or Occupier of a Storage Lot must not erect or affix any sign or notice (including any for sale or for lease boards) to any part of the Common Property or its Storage Lot visible from outside its Storage Lot.

6. Storage - leasing a Lot

- 6.1 If a Member of a Storage grants a Lease or Licence of its Storage Lot, the Member must at its cost ensure that the Owners Corporation is given written notice of the Lease or Licence and provided with a copy of that agreement.

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PART F - ADDITIONAL RULES FOR COMBINED LOTS

The Additional Rules for Car Park Lots and Storage Lots will apply to the Combined Lots as appropriate.

PART G - ADDITIONAL RULES FOR RESIDENTIAL LOTS

1. Residential - use of Residential Lots

A Member or Occupier of a Residential Lot must not :

- (a) make or permit to be made any noise which may be heard outside its Residential Lot between Monday to Friday from 10.00pm to 7.00am, Saturday from 11.00pm to 8.00am and Sunday from 10.00pm to 7.00am;
- (b) use a Conventional Dryer on its Residential Lot where the Conventional Dryer is to be installed and or used in an enclosed cupboard or closer. Installation of any dryer requires prior written consent of the Owners Corporation and only a Condenser Dryer will be approved.

2. Residential - Appearance of Residential Lot

A Member or Occupier of a Residential Lot must not:

- (a) operate or permit to be operated on its Residential Lot any device or electronic equipment which interferes with any appliance in the Building;
- (b) attach to or hang from the exterior of its Residential Lot any aerial or any security device or wires;
- (c) install or operate or permit to be installed or operated on its Lot any intruder alarm which emits an audible signal;
- (d) change any glazed, tinted or treated portions of its Residential Lot or the surrounding Common Property in a manner which alters the exterior appearance of its Residential Lot;
- (e) install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus on its Residential Lot that can be viewed from the exterior of the Building; and
- (f) place any washing, towel, bedding, clothing or other article on the balcony other than items defined in the Rules without the prior written consent of the Owners Corporation.

3. Residential – flammable material

A Member or Occupier of a Residential Lot must not store on its Residential Lot any flammable chemical, liquid, gas or other material other than a domestic gas bottle suitable for barbecues.

4. Residential – pets and animals

4.1 A Member or Occupier of a Residential Lot may keep a domestic animal or pet on its Residential Lot if it has:

- (a) obtained the prior written consent of the Owners Corporation;
- (b) registered the domestic animal or pet with the City of Melbourne Council, Owners Corporation;
- (c) provided a photograph of the domestic animal or pet to the Owners Corporation and/or the Manager; and

- 4.2 A Member or Occupier of a Residential Lot must at its cost ensure that its domestic animal or pet:
- (a) does not vomit, urinate or defecate on any Common Property;
 - (b) does not access the front of the Building or the Garden Recreation Area;
 - (c) is kept within its Residential Lot;
 - (d) is kept on a lead and/or carried in a cage whilst on the Common Property;
 - (e) is not left or tied up on Common Property for longer than is reasonably necessary; and
 - (f) does not create undue noise or unreasonably interfere with other Members or Occupiers.
- 4.3 A Member or Occupier of a Residential Lot:
- (a) is responsible for and must at its cost immediately clean any vomit, urine, faeces and any other mess or untidiness caused by the domestic animal or pet, including footprints; and
 - (b) is liable for the cost of cleaning any vomit, urine, faeces and any other mess or untidiness caused by the domestic animal or pet, including footprint on the Common Property where the Owners Corporation deems it necessary to undertake cleaning that the Member or Occupier has failed to do contrary to Additional Rule 4.3 (a).

5. Residential – storage of bicycles

A Member or Occupier of a Residential Lot must:

- (a) only store a bicycle in the Bicycle Storage Facilities or other area nominated by an Owners Corporation that is affected by the Plan and which the Lot is a member of;
- (b) not use the lifts for taking bicycles to and from its Residential Lot; and
- (c) comply with the Rules of use for bicycles set by the Owners Corporation.

6. Residential – signs, blinds, umbrellas and awnings

- 6.1 A Member or Occupier of a Residential Lot must not erect or affix any sign or notice (including any for sale or for lease boards) to any part of the Common Property or its Residential Lot which is visible from outside its Residential Lot.
- 6.2 A Member or Occupier of a Residential Lot must only replace the blinds installed in the Residential Lot by the Developer with Window Coverings which have been approved by the Owners Corporation (**Approved Window Coverings**).
- 6.3 A Member or Occupier of a Residential Lot must not install:
- (a) any type of awnings, umbrella or other shade coverings to the balcony; and
 - (b) venetian, vertical blinds, roman blinds, curtains,
- to the windows of its Residential Lot.
- 6.4 All window furnishings must be a Roller Blind type - either manual operated or motorised.
- 6.5 All roller blinds must be hung within the recessed ceiling pelmet where provided or surface mounted to the ceiling as near to the window framing as is reasonably practicable.

7. Residential - air conditioning and heating

A Member or Occupier of a Lot must not install any reverse cycle air-conditioning unit in its Residential Lot:

- (a) unless it meets the specifications of the original unit installed in its Lot; and
- (b) without the prior written consent of the Owners Corporation.

8. Residential - fly screens and security doors

8.1 A Member or Occupier of a Residential Lot must not install any fly screen or security door on the outside of:

- (a) the entrance door; and
- (b) the sliding door on the balcony,

of its Residential Lot.

8.2 A Member or Occupier of a Residential Lot may install a fly screen or security door on the inside of any door on its Residential Lot if it obtains the prior consent of the Owners Corporation and provides the Owners Corporation with:

- (a) an engineer's report; and
- (b) scope of works.

9. Residential - mail

A Member or Occupier of a Residential Lot must:

- (a) clear its mail box every day; and
- (b) at its cost arrange for its mail box to be cleared by another person if it is absent for more than one night.

10. Residential – cleaning of Building

10.1 A Member or Occupier of a Residential Lot must allow the Owners Corporation cleaners access to the balconies and terraces on its Residential Lot to clean the Façade.

10.2 A Member or Occupier of a Residential Lot where anchor points are located must provide access with or without notice should notice not be able to be given in an emergency.

10.3 A Member or Occupier of a Residential Lot must at its cost clean where accessible:

- (a) balconies and terraces;
- (b) windows;
- (c) glass doors/areas, and
- (d) external and internal facing,

of its Residential Lot at least once per calendar month or within 7 days of a written notice from the Owners Corporation.

11. Residential – leasing a Lot

If a Member of a Residential Lot grants a lease or licence (**Lease**) of its Residential Lot to an Occupier it must at its cost:

- (a) give the Occupier a current copy of the Rules;
- (b) ensure that the Rules are incorporated in the Lease as an essential term;
- (c) ensure that the Occupier and its visitors and invitees comply with the Rules;
- (d) take all action available to remedy a breach of the Rules by the Occupier ; and
- (e) give to the Manager and the Owners Corporation written notification of the Lease.

12. Residential – flooring

A Member or Occupier of a Residential Lot must not install Hard Flooring without:

- (a) a professional acoustic report;
- (b) a professional report setting out waterproof membrane requirements; and
- (c) the prior written consent of the Owners Corporation.

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PART H - ADDITIONAL RULES FOR RETAIL LOTS

1. Retail - use of Lots

A Member or Occupier of a Retail Lot must not:

- (a) use or permit its Retail Lot to be used for a Prohibited Use;
- (b) reside on or in its Retail Lot; and
- (c) do or permit anything which restricts or prevents the use and operation of the Retail Precinct in accordance with the requirements and approvals of any Authority.

2. Retail - use of Common Property

2.1 A Member or Occupier of a Retail Lot has access to:

- (a) the ground floor level area; and
- (b) access to back of house for loading or unloading items.

2.2 A Member or Occupier of a Retail Lot **DOES NOT** have access to any other Common Property area for use by Members or Occupiers of Residential Lots including any pool, garden or terrace area.

2.3 A Member or Occupier of a Retail Lot must not place any stock or other items on the Common Property, without the prior written consent of the Manager or the Owners Corporation.

3. Retail - appearance of Retail Lot

A Member or Occupier of a Retail Lot must not:

- (a) alter the exterior walls, exterior doors, glass walls or windows of its Retail Lot without the prior written consent of the Owners Corporation;
- (b) maintain the inside of its Retail Lot in a clean and tidy and visually good condition;
- (c) operate or permit to be operated on its Retail Lot any device or electronic equipment which interferes with any appliance in the Building; and
- (d) attach to or hang from the exterior of its Retail Lot any aerial or wires except for CCTV and security devices upon written approval by the Owners Corporation.

4. Retail - air conditioning and heating

4.1 A Member or Occupier of a Retail Lot must maintain and operate an air-conditioning or heating unit (Unit) in its Retail Lot.

4.2 The brand of Unit must be approved by the Owners Corporation in writing prior to installation.

4.3 A Member or Occupier of a Retail Lot must ensure that:

- (a) the model, type, make, size and brochure or information on the Unit is provided to the Owners Corporation or Manager;
- (b) the proposed installation location, the scope of works and any required drillings are approved by the Manager; and

- (c) information in relation to any condenser unit, collection of water from the Unit and maintenance of the Unit is provided to the Owners Corporation;

4.4 A Member or Occupier of a Retail Lot must:

- (a) ensure that the Unit does not cause any interference (EMF) to TV, radio signals, internet signals or soundwaves of any type;
- (b) list any Building penetrations that will be carried out and detail in a drawing where and how the pipes and cables will run;
- (c) confirm that the penetrations do not impact the structural integrity of the Building, and its Retail Lot;
- (d) ensure that adequate measures are taken to control noise, vibration and dust issues and provide details;
- (e) ensure that the installation does not breach any Environment Protection Agency (EPA) noise regulations;
- (f) ensure that the installation of the Unit will have no impact on the electricity supply quality of West Side Place;
- (g) ensure that the expelled hot air does not cause a nuisance to the surrounding Retail Lots;
- (h) ensure that the operation of the Unit does not damage or affect the operation of the Common Property; and
- (i) ensure that the Unit does not emit noise, vibrations or odours which, in the Owners Corporation opinion, interferes with the quiet use and enjoyment of the Common Property or other Lots.

5. Retail - compliance with Rules and rules of use

5.1 A Member or Occupier of a Retail Lot must, at its cost, comply with:

- (a) the Rules;
- (b) the Retail Tenancy Guidelines; and
- (c) all directions and Rules of use set by the Manager or the Owners Corporation.

5.2 A Member or Occupier of a Retail Lot must at its cost ensure that its agents, licensees, invitees, contractors and visitors comply with:

- (a) the Rules;
- (b) the Retail Tenancy Guidelines; and
- (c) all directions and Rules of use set by the Manager or the Owners Corporation.

5.3 A breach of any directions or Rules of use is a breach of the Rules.

5.4 A Member or Occupier of a Retail Lot uses the Common Property at its own risk.

6. Retail - garbage recycling and waste disposal

Each Member or Occupier of a Retail Lot must at its cost:

- (a) not leave garbage or recyclable materials:

- (i) on Common Property; or
- (ii) on its Retail Lot which is visible or detectable by smell from outside its Retail Lot;
- (b) remove all garbage and waste materials from its Retail Lot and dispose of it in accordance with the instructions of the Manager;
- (c) keep all waste and rubbish where the Owners Corporation determines to be an appropriate location or as directed by the Manager. All garbage/rubbish placed in bins and recyclable bins must be properly drained before their removal; and
- (d) immediately remove any spilled waste materials from the Common Property arising from its rubbish, act or omission and immediately clean any residue from the Common Property.

7. Retail - storage of bicycles

A Member or Occupier of a Retail Lot must not permit any bicycle to be stored in any area except the Bicycle Storage Facilities.

8. Retail - Building Works

- 8.1 A Member or Occupier of a Retail Lot must not undertake any Building Works without a professional acoustic report.
- 8.2 A Member or Occupier of a Retail Lot must not undertake any Building Works in relation to its Retail Lot except in accordance with the following requirements:
 - (a) all requisite permits, approvals and consent ('Approvals') must be obtained from any relevant Authority;
 - (b) the Building Works must be carried out:
 - (i) in accordance with the Approvals;
 - (ii) in a reasonable manner to minimise any nuisance, annoyance, disturbance and inconvenience to Members and Occupiers of other Lots;
 - (iii) using high quality finishes and materials; and
 - (iv) in a proper and workmanlike manner by qualified and licensed building contractors;
 - (c) Building Works which include the use of heavy machinery, or jack hammer or the like must not be undertaken:
 - (i) before 8:00 am or after 4:00 pm weekdays or as specified by the Manager; and
 - (ii) at any time during weekends or public holidays;
 - (d) signage or advertising must not be affixed to bulkheads; and
 - (e) Building Works must not affect:
 - (i) the external appearance of the Building;
 - (ii) the structure of the Building;
 - (iii) the Building Facilities;

- (iv) the Building Services;
 - (v) the Fire Safety Devices and fire rating of the Building; and
 - (vi) the acoustic rating of the Building.
- 8.3 A Member or Occupier of a Retail Lot must not proceed with any Building Works until it:
- (a) gives the Owners Corporation plans and specifications of the Building Works including dimensioned:
 - (i) floor plans;
 - (ii) elevation including all external signage; and
 - (iii) sections.
 - (b) gives the Owners Corporation any requested further information; and
 - (c) receives written consent for the Building Works from the Owners Corporation.
- 8.4 A Member or Occupier of a Retail Lot must when undertaking the Building Works:
- (a) comply with the proper and reasonable directions of the Owners Corporation for:
 - (i) Building operations;
 - (ii) means of access;
 - (iii) use of Common Property;
 - (iv) on-site management;
 - (v) Building protection; and
 - (vi) hours of work.
 - (b) comply with:
 - (i) all the requirements of any relevant Authority; and
 - (ii) any other relevant Rules.
 - (c) ensure that its building contractors:
 - (i) are supervised in the carrying out of the Building Works; and
 - (ii) effect and maintain, a contractor's all risk insurance policy, noting the interest of the Owners Corporation during the Building Works; and
 - (d) ensure that:
 - (i) building materials are not stacked or stored in the front side or rear of any Common Property or the Building;
 - (ii) scaffolding is not erected on the Common Property or the exterior of the Building; and
 - (iii) construction vehicles and construction workers' vehicles are not brought into, or parked in, the Common Property.
- 8.5 A Member or Occupier of a Retail Lot must at its cost repair any damage to:
- (a) the Common Property;
 - (b) any other Lot;

(c) Building Facilities; and

(d) Building Services,

caused by the Building Works.

8.6 The Manager may, in its absolute discretion require a Member or Occupier of a Retail Lot to provide a security deposit or bond (Bond) in relation to the obligations under this Rule.

8.7 The Owners Corporation may, in its absolute discretion, use the Bond to repair any damage to the items set out in Retail Rules 8.5 if a Member or Occupier of a Retail Lot has not complied with its obligations under Retail Rules.

8.8 The Owners Corporation may stop all Building Works if a Member or Occupier of a Retail Lot has not complied with this Retail Rule 8.

9. Retail – Leasing a Lot

9.1 If a Member of a Retail Lot grants a lease or licence (Lease) of its Retail Lot to an Occupier it must at its cost:

(a) give the Occupier a current copy of the Rules;

(b) ensure that the Rules are incorporated in the Lease, as an essential term;

(c) ensure that the Lease does not allow the Occupier to use its Retail Lot for a Prohibited Use;

(d) ensure that the Occupier and its visitors comply with the Rules;

(e) take all available action to remedy a breach of the Rules by the Occupier; and

(f) give to the Owners Corporation:

(i) contact details of the real estate agent managing the Lease;

(ii) written details of the Occupier;

(iii) a copy of the Lease and any disclosure statement required by the Retail Leases Act (2003); and

(iv) a copy of any Retail Permit obtained by the Occupier.

10. Retail - Retail Tenancy Guidelines

10.1 The Retail Tenancy Guidelines form part of the Rules.

10.2 A Member or Occupier of a Retail Lot must, at its cost, comply with the Retail Tenancy Guidelines.

10.3 The Owners Corporation may, in its absolute discretion amend the Retail Tenancy Guidelines.

10.4 A breach of the Retail Tenancy Guidelines is a breach of the Rules.

10.5 The Retail Tenancy Guidelines prevail over the Rules to the extent of any inconsistency.

11. Retail – application for Retail Permits

Nothing in the Retail Rules prohibits a Member or Occupier of a Retail Lot applying for and obtaining any Retail Permit provided it:

- (a) complies with the Rules;
- (b) operates its business lawfully;
- (c) does not conduct a Prohibited Use from its Retail Lot;
- (d) obtains every required Retail Permit; and
- (e) operates within the terms of the relevant Retail Permits.

12. Retail – trading hours

A Member or Occupier of a Retail Lot must, at its cost, ensure that the trading hours and days of the business conducted on its Retail Lot comply with:

- (a) its Retail Permits;
- (b) the requirements of any Authority;
- (c) any applicable Law; and
- (d) any other relevant Model Rule and Retail Rule.

13. Retail – exclusive area for signage

- 13.1 A Member or Occupier of a Retail Lot has the exclusive use and enjoyment of an area of the Common Property extending for the distance set out in the Retail Tenancy Guidelines from the shopfront of its Retail Lot (**Exclusive Area**) to install signage in accordance with this Rule (**Signage**).
- 13.2 A Member or Occupier of a Retail Lot must at its cost:
- (a) keep the Exclusive Area clean and tidy;
 - (b) repair and maintain the Exclusive Area;
 - (c) take out and maintain appropriate insurance for the Exclusive Area including public liability insurance for an amount required by the Owners Corporation; and
 - (d) repair any damage to the Exclusive Area caused by the installation and removal of the Signage to the reasonable satisfaction of the Owners Corporation.
- 13.3 A Member or Occupier must, at its cost, ensure that the Signage:
- (a) is professionally manufactured and installed;
 - (b) advertises the business conducted from its Retail Lot;
 - (c) does not adversely impact on the use and enjoyment of the Common Property;
 - (d) is not offensive;
 - (e) does not adversely affect the reputation of West Side Place;
 - (f) is properly maintained and repaired;
 - (g) complies with any applicable Retail Permit;

- (h) complies with the requirements of any Authority;
- (i) complies with any applicable Law;
- (j) if it requires power, is connected to its Retail Lot and not to any Common Property power supply;
- (k) if it includes light emission, is only operated during the trading hours of the business conducted from its Retail Lot; and
- (l) does not have any light emission that may cause disruption to the Member or Occupier of any other Lot.

13.4 A Member or Occupier of a Retail Lot must not affix any posters to the windows of its Retail Lot.

14. Retail – exclusive use of shopfront windows

- 14.1 A Member or Occupier of a Retail Lot has exclusive use of the shopfront window including any automated door system forming part of its Retail Lot.
- 14.2 A Member or Occupier of a Retail Lot is responsible at its cost for the repair, maintenance and replacement of the shopfront windows forming part of its Retail Lot.
- 14.3 A Member or Occupier of a Retail Lot must keep the Owners Corporation indemnified from and against claims, demands and liability of any kind which may arise in respect of the shopfront windows of its Retail Lot.
- 14.4 A Member or Occupier of a Retail Lot:
 - (a) must not install any security roller shutters on the outside of any windows forming part of its Retail Lot; and
 - (b) may install a security grille on the inside of any windows forming part of its Retail Lot which is see through and not solid metal upon written approval by the Owners Corporation.

15. Retail – music

A Member or Occupier of a Retail Lot must, at its cost, ensure that:

- (a) music noise from its Retail Lot complies with State Environment Protection Policy No. N-2 "Control of Music Noise from Public Premises";
- (b) speakers are not installed and music is not played in any outdoor seating area associated with its Retail Lot; and
- (c) any music noise complies with any:
 - (i) other relevant Rules; and
 - (ii) rules of use.

16. Retail – no spruiking/public speaking

A Member or Occupier of a Retail Lot must not spruik or allow spruiking or public speaking on or near its Retail Lot without the prior written consent of the Owners Corporation.

17. Retail – Installation of kitchen exhaust

- 17.1 In addition to the requirements of Retail Rule 9 a Member or Occupier of a Retail Lot who proposes to operate a kitchen or an area for the preparation or serving of food or beverages must install a suitable Kitchen Exhaust and HVAC system in accordance with AS/NZS 1668, in its Retail Lot and at its cost.
- 17.2 A Member or Occupier of a Retail Lot must:
- (a) obtain the prior written consent of the Owners Corporation;
 - (b) install additional mechanical systems to clean all air that is contaminated by smell or otherwise generated by the Member or Occupier's activities, prior to allowing such contaminated air to leave the tenancy; and
 - (c) give to the Manager:
 - (i) plans and specification of the Kitchen Exhaust and HVAC System prepared by a suitably qualified engineer;
 - (ii) a report from a specialist kitchen exhaust engineer certifying the Kitchen Exhaust Services and Kitchen Exhaust will operate efficiently and that odours will not interfere with the residents of West Side Place;
 - (iii) drawings by a specialist kitchen exhaust engineer showing access panel locations;
 - (iv) a maintenance plan prepared by a specialist kitchen exhaust maintenance contractor certifying that the design of the Kitchen Exhaust and its connection to the Common Property Ductwork and the Kitchen Exhaust Services allows for the necessary access for maintenance; and
 - (v) as-built plans and specification of the Kitchen Exhaust and HVAC System along with a commissioning report prepared by a suitably qualified engineer certifying that the system is installed and operating in accordance with all industry applicable Codes and the Manager's Approved Plans and Specifications.
- 17.3 After the installation of the Kitchen Exhaust on its Retail Lot a Member or Occupier of a Retail Lot at its cost:
- (a) is responsible for the operation, cleaning, replacement, repair and maintenance of the Kitchen Exhaust, Common Property Ductwork and Kitchen Exhaust Services;
 - (b) must clean out all vents, filters and traps at least once in every 1 month period and immediately if there are any leaks;
 - (c) must ensure there is no build up of grease or other debris that may attract vermin or create a fire risk;
 - (d) must clean the full duct run (including items in Retail Rules (a) – (c) above) and all fixtures and fittings within the duct run connecting the Kitchen Exhaust to the Common Property Ductwork; and
 - (e) must keep the Owners Corporation indemnified from and against claims demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the rights conferred by this Retail Rule.

18. Retail – connection to Grease Arrestor

- 18.1 In addition to the requirements of Retail Rule 17 a Member or Occupier of a Retail Lot who proposes to connect its Retail Lot to the Building's central Grease Arrestors is responsible for

a proportion of costs associated with the maintenance and servicing of the Building's central Grease Arrestor including any Authority charges.

- 18.2 All costs will be calculated on a proportional basis. The proportional basis is determined on the GLA (General Lettable Area) of the relevant Retail Lot as a percentage of the total Retail Lot precinct of West Side Place.
- 18.3 Where the Manager reasonably determines that the Member or Occupier's use of the Building's Central Grease Arrestor will exceed the Building's central Grease Arrestor rated capacity, the Member or Occupier must install and maintain a suitable stand-alone Grease Arrestor within its Retail Lot.
- 18.4 Connections to the Building's central Grease Arrestor must be designed by a suitably qualified engineer.
- 18.5 A Grease Arrestor system inside a Retail Lot must be designed by a suitably qualified engineer in accordance with Authority guidelines.
- 18.6 The Member or Occupier of a Retail Lot is responsible for the operation, cleaning, replacement, repair and maintenance of the Grease Arrestor.
- 18.7 Where a Grease Arrestor is installed within a Retail Lot, the Member or Occupier must only carry out maintenance of the Grease Arrestor between 9.00am and 5.00pm weekdays (excluding public holidays) and only with the prior written consent of the Manager;
- 18.8 The Member or Occupier of a Retail Lot must:
 - (a) ensure there is no build-up of grease that may attract vermin or create fire risk or other hazards;
 - (b) ensure that no trade waste enters the stormwater system via any inlet located on the Common Property or in its Retail Lot;
 - (c) ensure the operation, cleaning, repair and maintenance of the Grease Arrestor is carried out in a manner which reduces odour;
 - (d) if required by the Owners Corporation or any Authority, enter into a trade waste agreement with City West Water or any other appropriate Authority; and
 - (e) keep the Owners Corporation indemnified from and against claims demands and liability of any kind which may arise in respect of damage to any property or death or injury to any person arising out of the rights conferred by this Retail Rule.


19. Retail – creation and maintenance of Retail Precinct

The Owners Corporation and each Member and Occupier of a Retail Lot must ensure that the use of the Retail Precinct is in accordance with the requirements and approvals of any Authority.

20. Retail – toilet facilities

The provision of toilet facilities to a Retail Lot:

- (a) is the responsibility of the Member or Occupier of the Retail Lot; and
- (b) must comply with the requirements of any relevant Authority and any other regulation as required.

"I certify these rules to be a true & a correct copy of the rules made by the special resolution dated 07/08/2023
 FOR O/C 1 PST46092 G WEST SIDE PLACE
 Signed..... (Secretary /Chairperson/ Manager)"

JOHN GUNN, OWNERS CORPORATION MANAGER,
 AUSTRALIAN PROPERTY MANAGEMENT 17/05/2024

Owners Corporations Regulations 2018 S.R. No. 154/2018

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.

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.

OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and r.16 Owners Corporations Regulations 2018

Owners Corporation No: 746092G – Owners Corporation 2
Address: 250 Spencer Street, Melbourne, 3000

This certificate is issued for **Lot 1303B** on Plan of Subdivision No 746092G – Owners Corporation 2
The postal address is **Lot 1303B / 639 Little Lonsdale Street, Melbourne, 3000**

Application for the certificate is: **InfoTrack on behalf of HWL Ebsworth Lawyers**

Ref: **1253801**

Address for delivery of certificate: **ownerscorp@infotrack.com.au**

The information in this certificate is issued on **31 July 2025**. You should obtain a new certificate for current information prior to settlement.

1. The current fees for the lot are **\$475.65** payable on a quarterly basis.

Administration Fund	\$470.96
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Maintenance Fund	\$4.69
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Please note that the most recent Financial year end for PS **746092G1** was 31 August 2024, and an Annual General Meeting was held as at 16 July 2025 whereby the fees of the Owners Corporation were reviewed and approved on an interim basis, which could result in a change in the Owners Corporation Fees, which will be backdated to the commencement of the financial year, that being 1 September 2024, therefore funds may need to be held in trust. The meeting minutes are currently being finalised and will be provided in due course.

2. The date up to which the fees for the lot have been paid is **31 August 2025**.
3. The total of any unpaid fees for the lot is: **\$331.67 (Please see attached Owner Ledger as at 31.07.2025)**.
4. The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **Nil**.
5. 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 (1) to (4) above? If so, then provide details: **None scheduled at this date**.
6. The Owners Corporation has the following insurance cover: **Please refer to the attached**.
7. Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, then provide the date of that resolution: **No**.
8. The total funds held by the Owners Corporation are:
Please find attached Balance Sheet
9. 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 (1) to (5) above? If so, then provide details: **Nil**.
10. Are there any current contracts, leases, licences, or agreements affecting the common property?
If so, then provide details: **Yes**.
 - **A Contract of Appointment has been entered into with Care Property Pty Ltd for the provision of Owners Corporation Management services.**
 - **The Owners Corporation has entered into Agreements with Focused Facilities Management for the provision of Facilities Management services.**
 - **The Owners Corporation has entered into an Agreement with A & S Better Facility Services Pty Ltd for the provision of common area cleaning services.**
 - **A Common Property Licence (Ritz-Carlton) has been entered into with May21 Pty Ltd.**
 - **A Builders Access Licence has been entered into with ProBuild Constructions (Aust) Pty Ltd and May21 Pty Ltd.**

- **A Builders Access Licence has been entered into with Multiplex Constructions Pty Ltd and FEC May22 Pty Ltd.**
- **The Owners Corporation has resolved to enter into Wine Cellar Licences with occupants of residential lots to exclusively use a common property wine cellar (fridge).**
- **A Common Property Licence (Festival/Promotional Licence) has been entered into with May21 Pty Ltd.**
- **A Common Property Lease – Parcel Room (Lot 3926V) has been entered into with May21 Pty Ltd.**
- **A Common Property Lease – Storage for FFM (Lot 2901V) has been entered into with May21 Pty Ltd.**
- **A Common Property Lease – Parcel Room (Lot 2902V) has been entered into with May21 Pty Ltd.**
- **A Common Property Lease – Spares and Storage Room (Lot 2925V) has been entered into with May21 Pty Ltd.**

11. Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details: **Yes.**

- **The Owners Corporation has entered into Agreements with OPENetworks Pty Ltd for Managed Access Port Services and Television Support services.**
- **The Owners Corporation has entered into an Agreement with Optus Mobile Pty Limited for telecommunications services.**

12. 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: **Yes.**

City of Melbourne Building Order – Minor Work: 1711830 made under section 113 of the Building Act 1993 to Owners Corporation 1-9 Plan No PS 746092G The work under the order are considered as other work required to bring the building into compliance with the Building Regulations 2018 and other work under Part 15 of the Building Regulations 2018, which ensures that the ESMs that are subject of a maintenance schedule in relation to that building –

(a) Performs at the level to fulfil its purpose specified in the essential safety measures maintenance schedule; and

(b) Is inspected, tested and maintained in accordance with the requirements specified in the essential safety measures maintenance schedule.

Pursuant to Section 228D of the Building Act 1993 the Municipal Building Surveyor will inspect the property, to establish whether any changes occurred in the circumstances and before issuing of building order. This inspection will take place on 14 July 2025.

13. 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: **No.**

14. Has the Owners Corporation appointed, or resolved to appoint, a Manager? If so, then provide details:

**The Manager is: Care Property Pty Ltd trading as
Australian Property Management (“APM”)
PO Box 13123
Law Courts Vic 8010
Telephone: 03 9034 4200
Email: admin@auspm.com**

15. Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator? **Yes.**

The Victorian Civil and Administrative Tribunal (‘VCAT’) has ordered the appointment of an administrator for the limited purpose of amending Plan of Subdivision PS746092G in accordance with the Conversion Plan and the Removal Plan. Attached to this certificate is a copy of the Orders made by VCAT, which include as a part of them the Conversion Plan and the Removal Plan. All costs of the administrator are being paid by FEC May22 Pty Ltd and May21 Pty Ltd.

16. A copy of the Annual General Meeting Minutes can be obtained from the office of the Agent.

NOTE: More information on prescribed matters may be obtained from an inspection of the Owners Corporation Register by making written application to the Agent at the address listed below.

Date: 31 July 2025

This Owners Corporation certificate was prepared by:



Tim Koru on behalf of **Brit Heatley**
Owners Corporation Manager
Australian Property Management



Minutes of Annual General Meeting

PS 746092G – OWNERS CORPORATION 1, 2, 3, 5, 6, 7 and 8 – WEST SIDE PLACE 250 SPENCER ST
MEETING HELD ON THURSDAY 18th APRIL 2024 AT 1 PM
VIA ZOOM WEBINAR

Present:	Alicia Shu-Xin Lam	Lot 3105D
	Amroy Vintage PC Pty Ltd	Lot 3805B*
	Andrew Jessop	FEC Lots
	Yuhuan Li	Lot 3705C
	Mr Chen Liang	Lot 3404D
	Mr Chen-Hui Yang	Lot 5202C
	Ms Cheung Chu Lam	Lot 603B
	Clive Kenneth Sangster	Lot 4301B
	Colin James Bird	Lot 2402B
	Mr David Leon Stuckey	Lot 2003A
	David Francis Woodford	Lot 5109C
	Eng Keong Lua	Lot 5108C
	Eiji Kawahara	Lot 5304B
	Eric Iskandar	Lot 3412A
	Eric Paul Rosen	Lot 3122Z, 6713D
	Erni Wijaja Keng	Lot 4905D
	Gino Giacobbe	FEC Lots
	REMA SMSF PC PTY LTD	Lot 1207C*
	Flora Ching Sau Leung	Lot 3002B
	Fujio Shizuka	Lot 6505D
	Glen David Stuart	Lot 6404C
	Gonghao Zhuang	Lot 3913B
	Hai Lin	Lot 3913B
	Siew Hwa Han	Lot 2202B
	Hua Yang	Lot 5413B
	Indra Kusnadi	Lot 912A
	Jasmine Zhu	Lot 1709D*
	Jing Gao	Lot 1507C
	Jinghan Li	Lot 1605C
	John Jun Yang Lee	Lot 6107C
	Joseph Dagher	Lot 5301A
	Joseph Paul Zooeff	Lot 5201D
	Justin Shen	Lot 1015A*
	Li Shen	Lot 1402D
	Lisa Meighan	Lot 5610A
	Liza Chun Loy Chui	Lot 6704C
	Matt Weatheritt	FEC Lots

Matthew Brian Franke	Lot 4709B
Meeliani	Lot 3202C
Wing Hong Ng	Lot 2212A, 3401A
Oanh Thi Kim Nguyen	Lot 701A
Quoc Huy Le &	Lot 2405A, 5701A
Phuong Dao Yen Tran	
Ratana Lim	Lot 6613D
Rodney James Green	Lot 3503A
Roger Bunting	FEC Lots
Sau Hing Choi	Lot 6005D
Shelley Dianne Wright	Lot 5108D
Sijin Li	Lot 6906D
Simon Airey	Lot 2909D
Suk Che Ivy Ho	Lot 3404B, 7040Z
Taohan Yang	Lot 4701B
Le Anh Thu Nguyen	Lot 4408B
Cheuk Yin Keith Wai	Lot 6502C
Wei-Ju Chien	Lot 1902C
Wun Han Chan	Lot 4405D
Xiali Chen	Lot 3703D
Yi Wang	Lot 7007D
Yimin Cheng	Lot 3001B
Yingyan Wu	Lot 5602A
Zeyu Zhao	Lot 6303D

**Denotes those without a valid proxy*

In Attendance:	John Gunn	Australian Property Management
	Trang Pham	Australian Property Management
	Kerry Cox	Australian Property Management
	Matthew Esmore	Australian Property Management
	Marie Crowley	Focused Facilities Management
	Abbas Ahsan	Focused Facilities Management
	Hedi Cherif	Focused Facilities Management
	Charlie Kobak	Crownland Security

Apologies:	Ploen Nganthavee	Lot 908A
	& Mr Guntitat Rujites	
	Aimee Stanyer	Lot 1908C
	Martin Douglas Spillane &	Lot 4703B
	Ruth Louise Spillane	

Proxies:	Christopher Moreira	Lot 2905D
	Fong Yik Tse	Lot 5710B, 2126Z
	Heath Lee	Lot 3165Z, 3166Z, 6801D
	Hongjun Li	Lot 5502B

Linda Xu	Lot 2113D
Sam Kwok Sang Lai	Lot 5309D
Zongchuan Lu	Lot 2080Y, 4710B
Quoc Huy Le (Vincent)	Lot 2207Z, 2609A, 5504C, 7027Z
Andrew Jessop	Lot B1S302, G2RB, G4RB, G6RA, 11RB, 21RB, G27RC, G31RD, 202B, 302B, BMS303R, BMP305R, BMS306R, BMP308R, BMS309R, 311D, BMP314R, BMP316R, BMP320R, BMP333R, BMP337R, BMP341R, 409D, 505D, 510D, 606D, 701B, 709D, 801D, 806D, 810D, 905A, 910A, 1001B, 1002Y, 1004Z, 1008A, 1013Z, 1018Z, 1024Z, 1033Z, 1039Z, 1044Z, 1049Z, 1054Z, 1058Z, 1063Z, 1067Z, 1073Z, 1081Z, 1088Y, 1094Y, 1100Z, 1102Y, 1107C, 1112D, 1115Z, 1208A, 1303D, 1310D, 1403C, 1407C, 1411D, 1505C, 1512A, 1606C, 1611A, 1704D, 1712D, 1809C, 1902A, 1903V, 1907C, 1909V, 1912B, 1916V, 1921V, 1932V, 1936V, 1949V, 1954V, 1961V, 1965V, 2004C, 2010Z, 2013Z, 2023Y, 2040Z, 2062Z, 2067Y, 2081Y, 2099Y, 2105Y, 2108Y, 2111A, 2112D, 2138Y, 2151Z, 2168Z, 2181Y, 2194Y, 2201C, 2204C, 2208Z, 2211D, 2213D, 2218Z, 2224Z, 2236Z, 2251Y, 2304D, 2310D, 2403C, 2410C, 2412C, 2502A, 2508C, 2512A, 2602D, 2608D, 2611C, 2701D, 2704D, 2712A, 2801D, 2808A, 2812C, 2870V, 2877V, 2882V, 2887V, 2895V, 2901D, 2903D, 2910D, 2913B, 2924V, 2934V, 2960V, 2966V, 2970V, 2982V, 2989V, 2995V, 3001C, 3005D, 3010D, 3014Y, 3036Z, 3042Z, 3056Z, 3095Z, 3101Z, 3104C, 3110D, 3124Z, 3137Z, 3147Y, 3157Z, 3169Z, 3176Z, 3201C, 3203D, 3210D, 3301C, 3309C, 3403D, 3410D, 3412D, 3503D, 3511C, 3604A, 3609C, 3611D, 3702D, 3709A, 3711C, 3808A, 3811A, 3879V, 3885V, 3890V, 3898V, 3901V, 3904C, 3909A, 3910C, 3912A, 3918V, 3926V, 3933V, 3940V, 3950V, 3966V, 3974V, 3987V, 3992V, 4001D, 4003Y, 4007A, 4009A, 4011D, 4024Y, 4026Y, 4048Y, 4051Y, 4061Y, 4077Z, 4084Z, 4093Y, 4102D, 4106B, 4109A, 4111D, 4203D, 4205A, 4208A, 4210D, 4301C, 4305B, 4311A, 4402D, 4405A, 4408D, 4411D, 4501D, 4506A, 4508A, 4511C, 4601D, 4604C, 4608D, 4611A, 4702A, 4704A, 4706A, 4710C, 4712B, 4801D, 4806A, 4808A, 4811A, 4812D, 4902V, 4904B, 4906A, 4908V, 4910C, 4911V, 4913D, 4916V, 4921V, 4931V, 4934V, 4940V, 4945V, 4949V, 4953V, 5004A, 5007A, 5010C, 5101D, 5104A, 5107B, 5112B, 5203D, 5205C, 5207D, 5211A, 5212D, 5305A, 5309A, 5312D, 5403C, 5405A, 5406D, 5408D, 5410D, 5412C, 5503B, 5504D, 5506B, 5508A, 5510D, 5601C, 5604A, 5605C, 5608D, 5611D, 5701D, 5704C, 5706A, 5710C, 5801C, 5805C, 5808D, 5901C, 5903D, 5906A, 5909C, 5911D, 5993V, 5997V, 6002A, 6003D, 6004Z, 6006B, 6008A, 6011D, 6018Z, 6045Z, 6103B, 6106B, 6110C,

Matt Weatheritt

6112C, 6204D, 6208D, 6212C, 6308D, 6403D, 6410C, 6502D, 6509C, 6601C, 6605D, 6711C, 6803D, 6903D, 6907V, 6915V, 6922V, 6931V, 6937V, 6943V, 6961V, 6995V, 6999V, 7016Z, 7045Z, 7063Z, 7908V, 7914V, 7923V, 7930V, 7944V, 7951V, 7995V, 7999V, 8904V, 8908V, 8912V, 8996V, 9901V, 9905V, 9994V, 9998V, 10903V, 10907V, 10911V, 10915V, 10919V, 10997V, 11903V, 11908V, 11912V, 11916V, 11920V, 13901V, 14902V, 15903V, 17901V, 18902V, 20901V, 21903V, 24901V, 26901V, 28901V, 32901V.

Lot AS, G1RB, G3RB, G5RA, G7RB, S13, G24RC, G29RD, 102B, BMP301R, BMS302R, BMS304R, 306D, BMP307R, 309D, BMP310R, BMS312R, BMP315R, BMP318R, BMP331R, BMP335R, BMP339R, 406D, 411D, 507D, 601B, 609D, 703A, 710D, 805B, 808D, 813B, 906B, 912B, 1002B, 1003Z, 1006A, 1010Z, 1016Z, 1022Z, 1028Z, 1037Z, 1041Z, 1046Z, 1052Z, 1056Z, 1061Z, 1065Z, 1070Z, 1077Y, 1083Y, 1092Y, 1098Z, 1101Z, 1104Z, 1111D, 1113Z, 1202A, 1212D, 1308A, 1312C, 1405C, 1409C, 1501D, 1510D, 1512D, 1610C, 1701D, 1710C, 1808A, 1811D, 1902V, 1906C, 1908D, 1910V, 1913D, 1918V, 1927V, 1934V, 1945V, 1952V, 1956V, 1963V, 1967V, 2008D, 2012C, 2021Y, 2028Z, 2054Y, 2064Z, 2070Y, 2096Z, 2103C, 2108A, 2110A, 2111Z, 2117Z, 2142Y, 2161Z, 2174Z, 2190Y, 2198Y, 2202A, 2208A, 2210D, 2212D, 2215Z, 2222Z, 2233Y, 2238Z, 2303C, 2308A, 2401D, 2406C, 2411D, 2413B, 2504D, 2509C, 2601C, 2603D, 2610C, 2612C, 2703C, 2710D, 2712D, 2804A, 2810A, 2868V, 2873V, 2879V, 2884V, 2892V, 2897V, 2902D, 2908V, 2912C, 2921V, 2927V, 2941V, 2964V, 2968V, 2976V, 2984V, 2993V, 2997V, 3003C, 3008Z, 3011D, 3032Z, 3038Z, 3052Z, 3085Z, 3099Z, 3103D, 3108D, 3120Z, 3130Z, 3144Z, 3153Z, 3160Z, 3174Z, 3178Z, 3202D, 3209C, 3212A, 3304A, 3401C, 3408C, 3411D, 3502D, 3509C, 3601C, 3606A, 3610D, 3612D, 3705A, 3710C, 3805A, 3809A, 3876V, 3883V, 3888V, 3893V, 3900V, 3904A, 3908A, 3909V, 3911D, 3916V, 3920V, 3929V, 3937V, 3944V, 3960V, 3968V, 3980V, 3990V, 3997V, 4002Y, 4005Y, 4008A, 4009Y, 4023V, 4025Y, 4047Y, 4049Y, 4053Y, 4064Y, 4079Z, 4089Y, 4099Y, 4104D, 4108A, 4110D, 4201D, 4204C, 4205D, 4210A, 4212D, 4304A, 4310A, 4312C, 4404B, 4406D, 4410D, 4412D, 4504A, 4507A, 4510D, 4512D, 4604A, 4606B, 4610C, 4701C, 4703C, 4705A, 4708A, 4711C, 4712D, 4804A, 4807A, 4809A, 4811D, 4901D, 4903C, 4904V, 4907A, 4909V, 4910V, 4912D, 4914V, 4918V, 4923V, 4933V, 4937V, 4943V, 4947V, 4951V, 5002A, 5006B, 5008A, 5011D, 5102D, 5106B, 5110A, 5112D, 5204D, 5206C, 5210A, 5211D, 5303D, 5308A, 5310D, 5402A, 5404A, 5406B, 5408A,

5409C, 5411C, 5501D, 5503D, 5505C, 5507A, 5509A, 5511D, 5603C, 5604D, 5606A, 5610D, 5612C, 5703C, 5705B, 5707A, 5712B, 5804A, 5806C, 5812B, 5902C, 5905B, 5908A, 5911A, 5912C, 5995V, 5999V, 6002Z, 6004A, 6005C, 6006Z, 6010C, 6012D, 6032Z, 6065Z, 6105B, 6108D, 6111C, 6203D, 6206C, 6211C, 6301D, 6311C, 6405D, 6411C, 6504D, 6511C, 6603D, 6610C, 6802D, 6810C, 6904D, 6911V, 6918V, 6924V, 6933V, 6941V, 6950V, 6993V, 6997V, 7002Y, 7034Z, 7048Z, 7901V, 7911V, 7919V, 7927V, 7933V, 7946V, 7993V, 7997V, 8902V, 8906V, 8910V, 8994V, 8998V, 9903V, 9907V, 9996V, 10901V, 10905V, 10909V, 10913V, 10917V, 10995V, 10999V, 11906V, 11910V, 11914V, 11918V, 12901V, 13903V, 15901V, 16902V, 17903V, 19902V, 21901V, 22902V, 25901V, 27901V, 31901V.

Gino Giacobbe

Lot B1S300, G2RA, G4RA, G5RB, G8RB, S14, G25RC, G30RD, 201B, BMS301R, BMP303R, 305D, BMP306R, BMS307R, BMP309R, BMS310R, BMS313R, BMS315R, BMP319R, BMP332R, BMP336R, BMP340R, 407D, 501D, 509D, 605D, 610D, 708D, 712A, 805D, 809D, 902B, 907B, 915A, 1002D, 1004D, 1006Z, 1011Z, 1017Z, 1023Z, 1030Z, 1038Z, 1042Z, 1048Z, 1053Z, 1057Z, 1062Z, 1066Z, 1071Y, 1078Y, 1085Y, 1093Y, 1099Z, 1102D, 1105Y, 1111Z, 1114Z, 1203D, 1301D, 1308D, 1401D, 1406C, 1410D, 1504C, 1511D, 1601D, 1610D, 1702D, 1711D, 1808D, 1901D, 1903C, 1906V, 1908V, 1911D, 1915V, 1920V, 1928V, 1935V, 1948V, 1953V, 1960V, 1964V, 2001D, 2009C, 2012D, 2022Y, 2029Z, 2057Y, 2066Z, 2075Z, 2097Z, 2104D, 2108D, 2110C, 2112A, 2137Y, 2145Y, 2164Z, 2179Z, 2193Y, 2199Y, 2202Z, 2208D, 2211C, 2212Z, 2217Z, 2223Z, 2234Z, 2239Z, 2303D, 2310A, 2402D, 2408D, 2412A, 2501D, 2507C, 2511A, 2601D, 2608C, 2611A, 2612D, 2703D, 2711D, 2801C, 2804D, 2810C, 2869V, 2875V, 2881V, 2886V, 2894V, 2900V, 2903C, 2909V, 2912D, 2923V, 2928V, 2950V, 2965V, 2969V, 2981V, 2988V, 2994V, 2998V, 3003Z, 3010A, 3012D, 3035Z, 3040Z, 3055Y, 3090Z, 3101D, 3104B, 3109C, 3121Y, 3131Y, 3145Z, 3156Z, 3168Z, 3175Z, 3179Z, 3203A, 3210C, 3212C, 3308C, 3401D, 3410C, 3412B, 3503C, 3510C, 3601D, 3608D, 3611A, 3613D, 3708D, 3710D, 3807A, 3810D, 3878V, 3884V, 3889V, 3897V, 3901D, 3904B, 3908V, 3910A, 3911V, 3917V, 3923V, 3931V, 3939V, 3949V, 3965V, 3973V, 3981V, 3991V, 3999V, 4003C, 4006Y, 4008Y, 4010D, 4023Y, 4026V, 4048V, 4050Y, 4060Y, 4076Z, 4081Z, 4090Z, 4101D, 4105B, 4108D, 4111C, 4202D, 4204D, 4206A, 4210C, 4213D, 4304C, 4310C, 4401D, 4404D, 4408A, 4411A, 4501C, 4505A, 4507C, 4511A, 4601C, 4604B, 4607A, 4610D,

4701D, 4703D, 4705C, 4708D, 4711D, 4801A, 4805A, 4807D, 4810C, 4812C, 4901V, 4904A, 4905A, 4908A, 4910A, 4911A, 4912V, 4915V, 4920V, 4924V, 4934AV, 4939V, 4944V, 4948V, 4952V, 5003D, 5006C, 5008D, 5013D, 5103D, 5106C, 5110C, 5203C, 5205A, 5207A, 5210C, 5212C, 5304A, 5308D, 5311A, 5402D, 5404D, 5406C, 5408C, 5410C, 5411D, 5502A, 5504A, 5506A, 5507D, 5510C, 5512B, 5603D, 5605A, 5607A, 5611C, 5701C, 5704A, 5705C, 5708A, 5712D, 5805B, 5808A, 5812D, 5903B, 5905C, 5909A, 5911C, 5912D, 5996V, 6001C, 6003C, 6004D, 6006A, 6007Y, 6010Z, 6014Z, 6033V, 6102D, 6105D, 6109C, 6112B, 6204C, 6207D, 6212B, 6306C, 6312C, 6409C, 6412C, 6505C, 6512D, 6604D, 6702D, 6803C, 6812C, 6904V, 6913V, 6920V, 6929V, 6934V, 6942V, 6951V, 6994V, 6998V, 7003D, 7036Z, 7062Z, 7905V, 7913V, 7921V, 7929V, 7939V, 7950V, 7994V, 7998V, 8903V, 8907V, 8911V, 8995V, 8999V, 9904V, 9908V, 9997V, 10902V, 10906V, 10910V, 10914V, 10918V, 10996V, 11902V, 11907V, 11911V, 11915V, 11919V, 12902V, 14901V, 15902V, 16903V, 18901V, 19903V, 21902V, 22903V, 25902V, 27902V, 31902V.

Roger Bunting

Lot G1RA, G3RA, S4, G6RB, G22RD, G23RC, G28RC, G32RD, 301D, BMP302R, BMP304R, BMS305R, 307D, BMS308R, 310D, BMP311R, BMS314R, BMP317R, BMP330R, BMP334R, BMP338R, 405D, 410D, 506D, 511D, 608D, 702B, 710A, 803B, 807A, 812A, 905B, 911B, 1001D, 1003D, 1005D, 1009Z, 1014Z, 1020Z, 1027Z, 1036Z, 1040Z, 1045Z, 1051Z, 1055Z, 1059Z, 1064Z, 1069Z, 1076Y, 1082Y, 1091Y, 1097Y, 1101D, 1103D, 1109Z, 1112Z, 1201D, 1211D, 1307C, 1311C, 1403D, 1408A, 1412D, 1508A, 1512C, 1609C, 1611C, 1705C, 1801D, 1810D, 1902D, 1905C, 1908A, 1910D, 1913B, 1917V, 1924V, 1933V, 1941V, 1951V, 1955V, 1962V, 1966V, 2007C, 2012A, 2016Y, 2025Z, 2048Z, 2063Y, 2068Y, 2088Z, 2101D, 2106C, 2109C, 2111D, 2115Z, 2139Y, 2154Z, 2173Z, 2184Z, 2197Y, 2201D, 2204Y, 2209C, 2212C, 2214Z, 2221Z, 2230Z, 2237Z, 2301D, 2305C, 2312B, 2404A, 2411A, 2412D, 2503D, 2508D, 2512C, 2603C, 2609C, 2611D, 2702D, 2708D, 2712C, 2803D, 2809C, 2812D, 2871V, 2878V, 2883V, 2890V, 2896V, 2901V, 2908D, 2912A, 2919V, 2925V, 2940V, 2963V, 2967V, 2971V, 2983V, 2991V, 2996V, 3001D, 3005Z, 3011C, 3031Z, 3037Z, 3047Y, 3073Z, 3096Z, 3102D, 3107D, 3111C, 3129Z, 3141Z, 3148Z, 3159Z, 3173Z, 3177Z, 3201D, 3208D, 3211D, 3301D, 3312D, 3404A, 3411A, 3413D, 3508D, 3511D, 3605A, 3610A, 3612A, 3704A, 3709C, 3801D, 3808D, 3812D, 3881V, 3887V, 3892V, 3899V, 3903B, 3905A, 3909C, 3911C,

3912D, 3919V, 3928V, 3934V, 3942V, 3951V, 3967V, 3979V, 3988V, 3993V, 4001Y, 4004Y, 4007Y, 4009C, 4012D, 4025V, 4047V, 4049V, 4052Y, 4063Y, 4078Z, 4087Y, 4097Y, 4104A, 4107A, 4109C, 4112D, 4204A, 4205C, 4208D, 4211A, 4303C, 4308C, 4312A, 4404A, 4405B, 4410A, 4412B, 4502A, 4506B, 4509C, 4511D, 4602A, 4604D, 4609A, 4611C, 4702D, 4704D, 4706B, 4711A, 4712C, 4803C, 4806B, 4808D, 4811C, 4813D, 4903B, 4904D, 4906B, 4909A, 4910D, 4912C, 4913V, 4917V, 4922V, 4932V, 4936V, 4942V, 4946V, 4950V, 4954V, 5004C, 5007B, 5011A, 5102A, 5104D, 5108A, 5112C, 5204A, 5206A, 5209A, 5211C, 5301D, 5305D, 5310C, 5401D, 5403D, 5405B, 5407A, 5409A, 5411A, 5412D, 5503C, 5505B, 5506D, 5508D, 5511C, 5603B, 5604B, 5605D, 5610C, 5612B, 5702D, 5704D, 5706B, 5711A, 5803A, 5806B, 5810C, 5902A, 5904A, 5906C, 5910D, 5912B, 5994V, 5998V, 6002D, 6003Y, 6005B, 6006C, 6008C, 6011Z, 6029Y, 6047Z, 6103D, 6106C, 6110D, 6203C, 6206B, 6210C, 6213B, 6310C, 6404D, 6410D, 6503C, 6510C, 6602D, 6608D, 6802C, 6809C, 6903V, 6908D, 6917V, 6923V, 6932V, 6940V, 6949V, 6962V, 6996V, 7001D, 7017Z, 7047Z, 7072Y, 7909V, 7915V, 7925V, 7931V, 7945V, 7954V, 7996V, 8901V, 8905V, 8909V, 8913V, 8997V, 9902V, 9906V, 9995V, 9999V, 10904V, 10908V, 10912V, 10916V, 10994V, 10998V, 11905V, 11909V, 11913V, 11917V, 11921V, 13902V, 14903V, 16901V, 17902V, 19901V, 20902V, 22901V, 24902V, 26902V, 28902V, 32902V.

Quorum:

Pursuant to Section 77 of the Act, a quorum for a general meeting is at least 50% of the total number of lots, or if 50% of the total number of lots is not available, the quorum is at least 50% of the total lot entitlement.

Pursuant to Section 78 of the Act, if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions (except for those matters that require a special or unanimous resolution). Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within fourteen (14) days of the meeting. Interim resolutions become resolution of the Owners Corporation:

- 29 days from the date of the interim resolution; or
- If notice of a special general meeting is given within that 29-day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
- If notice of a special general meeting is given within that 29-day period and the meeting is not held within 28 days after the notice is given, at the end of that 28-day period.

	OC1	OC2	OC3	OC5	OC6	OC7	OC8
Entitlement Present	118,420	22,636	15,884	26,083	19,104	15,544	41,627
Total Entitlement	269,998	104,401	51,298	58,559	48,351	48,851	107,410
% Present	43.86%	21.68%	30.96%	44.54%	39.51%	31.82%	38.76%

No quorum was achieved for any of the Owners Corporations represented at the Meeting.

Agenda

1. Appointment of Chairperson

Motion: Members present to resolve to appoint Trang Pham as the Chairperson for the Meeting.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
116,011 (99.37%)	214(0.18%)	522(0.45%)	Carried

2. Minutes of Previous Annual General Meeting

Pursuant to Section 71(2)(i) of the Act, the matters to be dealt with at the Annual General Meeting must include the tabling and consideration of the Minutes of the previous Annual General Meetings.

2.1. Owners Corporation 1, 2 & 3 – Minutes of Previous Annual General Meeting

Motion: Members to resolve to adopt the Minutes of Annual General Meeting held on 7 August 2023 for Owners Corporation 1, 2 and 3 as a true and accurate record of the meeting.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
115,506 (98.73%)	72 (0.06%)	1,415 (1.21%)	Carried

2.2. Owners Corporation 5, 6, 7 & 8 – Minutes of the Previous Inaugural General Meeting

Motion: Members to resolve to adopt the Minutes of Inaugural General Meeting held on 31 March 2023 for Owners Corporation 5, 6, 7 and 8 as a true and accurate record of the meeting.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
39,683 (96.36%)	0 (0%)	1,500 (3.64%)	Carried

3. Insurance

Pursuant to Section 71(2)(c) of the Owners Corporations Act 2006, the matters to be dealt with at the Annual General Meeting must include the provision of details of the insurance held by the Owners Corporation.

Members noted the insurance details, as attached to the notice of meeting.

4. Consideration of Reports

Pursuant to Section 71(2)(h) of the Act, the matters to be dealt with at the Annual General Meeting must include the consideration of any report under section 29(4), 39, 65(3), 115 or 126 or under section 159 in relation to disputes dealt with under Part 10.

4.1. Building Management Report - Owners Corporation 1, 2, 3, 5, 6, 7 & 8

Members noted the Building Management report, as attached to the notice of meeting.

4.2. Owners Corporation Manager Report - Owners Corporation 1, 2, 3, 5, 6, 7 & 8

Pursuant to Section 126(1) of the Owners Corporations Act 2006, the manager of an Owners Corporation must submit a report of the manager's activities to each Annual General Meeting of the Owners Corporation.

Pursuant to Section 126(2) of the Owners Corporations Act 2006, the report must include details of the professional indemnity insurance held by the manager in compliance with Section 119(5).

Motion: Members to resolve to adopt the Owners Corporation Manager Report, as attached to the notice of meeting.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
116,115 (99.39%)	75 (0.06%)	633 (0.54%)	Carried

4.3. Committee Report - Owners Corporation 1, 2, 3, 5, 6, 7 & 8

Pursuant to Section 115 of the Owners Corporations Act 2006, the committee must present a report of its activities and the activities of any of its sub-committees to the Annual General Meeting of the Owners Corporation.

Motion: Members to resolve to adopt the Committee Report, as attached to the notice of meeting.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
115,849 (99.28%)	0(%)	846 (0.72%%)	Carried

4.4. Report on Complaints and Disputes - Owners Corporation 1, 2, 3, 5, 6, 7 & 8

Pursuant to Section 159(1) of the Owners Corporations Act 2006, the Owners Corporation must report to the Annual General Meeting in relation to (a) the number of complaints made under this division; and (b) the nature of the complaints; and (c) the number of matters on which action was taken under this Division; and (d) the nature of the matters in respect of which action was taken; and (e) the number of matters in respect of which an application was made to VCAT in respect of an alleged breach of an obligation imposed on a lot owner or occupier of a lot by this Act or the regulations or the rules of the Owners Corporation; and (f) the nature of the matters referred to in paragraph (e); and (g) the outcome of each action or application.

During the financial period from 1 September 2022 to 31 August 2023, a total of 263 breach notices were issued. 193 breach notices were issued for improper rubbish disposal, 29 breaches for damage to common property, 25 notices of improper behaviour, 9 to identified safety hazards, and 7 breach notices to undue noise. Additionally, within the same period, 2 applications were submitted to the Victorian Civil and Administrative Tribunal (VCAT) pertaining to these recorded breach notices, with one concerning damage to common property and the other regarding undue noise. It is important to highlight that these matters have since been resolved and concluded.

Motion: Members to resolve to adopt the Report on Complaints and Disputes as noted above.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
115,891 (99.29%)	138 (0.12%)	690 (0.59%)	Carried

4.5. Waiver of Interest - Owners Corporation 1, 2, 3, 5, 6, 7 & 8

Pursuant to Section 29(4) of the Act, the Owners Corporation must report to the Annual General Meeting on any decision under subsection (3) to waive or not to waive the payment of interest in a particular case and the reasons for that decision.

The Manager advised that no significant interest has been waived for the financial period 1 September 2022 to 31 August 2023.

4.6. Financial Audit Report - Owners Corporation 1, 2, 3, 5, 6, 7 & 8

Pursuant to Section 35(1) of the Owners Corporation Act 2006, a tier one Owners Corporation must, after the end of each financial year, cause its financial statements to be audited.

Members noted the Financial Audit Reports for the financial period ending 31 August 2023, as attached to the notice of meeting.

4.7. Report on Approved Maintenance Plan

Pursuant to Section 39 of the Act, the Owners Corporation must report to the Annual General Meeting in relation to the implementation of its approved maintenance plan.

4.7.1. Owners Corporation 1, 2 & 3

Members noted that the Maintenance Plan for Towers 1 & 2 was adopted at the Annual General Meeting held on 7 August 2023, to commence from 1 September 2023.

4.7.2. Owners Corporation 5, 6, 7 & 8

Members noted that a Maintenance Plan for Towers 3 & 4 is being obtained and will be presented to the Owners Corporation for adoption once received.

Members further noted that the Maintenance Plan for Towers 3 & 4 will include OC1.

5. Consideration of Financial Matters

Pursuant to Section 71(2) of the Owners Corporations Act 2006, the matters to be dealt with at the Annual General Meeting must include the consideration of the financial statements of the Owners Corporation.

Pursuant to Section 34(1) of the Owners Corporations Act 2006, an Owners Corporation must prepare annual financial statements for presentation at the Annual General Meeting of the Owners Corporation.

5.1. Owners Corporation 1 - Financial Statements

Motion: Members to resolve to adopt the Balance Sheet and Income and Expenditure Statement for the period 1 September 2022 to 31 August 2023, as attached to the notice of meeting.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
115,715 (99.21%)	0 (0%)	922 (0.79%)	Carried

5.2. Owners Corporation 2 - Financial Statements

Motion: Members to resolve to adopt the Balance Sheet and Income and Expenditure Statement for the period 1 September 2022 to 31 August 2023, as attached to the notice of meeting.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
21,258 (97.69%)	72 (0.33%)	431 (1.98%)	Carried

5.3. Owners Corporation 3 - Financial Statements

Motion: Members to resolve to adopt the Balance Sheet and Income and Expenditure Statement for the period 1 September 2022 to 31 August 2023, as attached to the notice of meeting.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
15,523 (99.06%)	147 (0.94%)	0 (0%)	Carried

5.4. Owners Corporation 5 - Financial Statements

Motion: Members to resolve to adopt the Balance Sheet and Income and Expenditure Statement for the period 17 March 2023 to 31 August 2023, as attached to the notice of meeting.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
25,490 (98.58%)	0(0%)	368 (1.42%)	Carried

5.5. Owners Corporation 6 - Financial Statements

Motion: Members to resolve to adopt the Balance Sheet and Income and Expenditure Statement for the period 17 March 2023 to 31 August 2023, as attached to the notice of meeting.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
18,288 (97.45%)	0(0%)	479 (2.55%)	Carried

5.6. Owners Corporation 7 - Financial Statements

Motion: Members to resolve to adopt the Balance Sheet and Income and Expenditure Statement for the period 17 March 2023 to 31 August 2023, as attached to the notice of meeting.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
14,739 (99.14%)	0(0%)	128 (0.86%)	Carried

5.7. Owners Corporation 8 – Financial Statements

Motion: Members to resolve to adopt the Balance Sheet and Income and Expenditure Statement for the period 17 March 2023 to 31 August 2023, as attached to the notice of meeting.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
40,100 (98.30%)	0(0%)	695 (1.70%)	Carried

6. Proposed Budgets

Pursuant to Section 71(2)(f) of the Owners Corporations Act 2006, the matters to be dealt with at the Annual General Meeting must include the consideration of the proposed annual budget of the Owners Corporation.

6.1. Owners Corporation 1 - Administration Fund Budget

Motion: Members to resolve to adopt the proposed Administration Fund Budget of \$8,595,384.00 exclusive of GST for the period 1 September 2023 to 31 August 2024. Quarterly instalments due in advance on the first day of September, December, March, and June.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
115,423 (99.09%)	329 (0.28%)	731 (0.63%)	Carried

6.2. Owners Corporation 1 - Maintenance Fund Budget

Members noted that the Maintenance Fund Budget of \$472,564.68 exclusive of GST, for the period 1 September 2023 to 31 August 2024. Quarterly instalments due in advance on the first day of September, December, March, and June, was adopted at the Annual General Meeting held on 7 August 2023.

6.3. Owners Corporation 2 - Administration Fund Budget

Motion: Members to resolve to adopt the proposed Administration Fund Budget of \$3,505,758.38 exclusive of GST for the period 1 September 2023 to 31 August 2024. Quarterly instalments due in advance on the first day of September, December, March, and June.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
21,225 (97.87%)	147 (0.68%)	316 (1.46%)	Carried

6.4. Owners Corporation 2 - Maintenance Fund Budget

Members noted that the Maintenance Fund Budget of \$34,902.49 exclusive of GST, for the period 1 September 2023 to 31 August 2024. Quarterly instalments due in advance on the first day of September, December, March, and June, was adopted at the Annual General Meeting held on 7 August 2023.

6.5. Owners Corporation 3 - Administration Fund Budget

Motion: Members to resolve to adopt the proposed Administration Fund Budget of \$326,200.00 exclusive of GST for the period 1 September 2023 to 31 August 2024. Quarterly instalments due in advance on the first day of September, December, March, and June.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
15,424 (99.46%)	0 (0%)	84 (0.54%)	Carried

6.6. Owners Corporation 3 - Maintenance Fund Budget

Members noted that the Maintenance Fund Budget of \$23,687.34 exclusive of GST, for the period 1 September 2023 to 31 August 2024. Quarterly instalments due in advance on the first day of September, December, March, and June, was adopted at the Annual General Meeting held on 7 August 2023.

6.7. Owners Corporation 5 - Administration Fund Budget

Motion: Members to resolve to adopt the proposed Administration Fund Budget of \$1,632,759.00 exclusive of GST for the period 1 September 2023 to 31 August 2024. Quarterly instalments due in advance on the first day of September, December, March, and June.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
25,280 (98.21%)	60 (0.23%)	402 (1.56%)	Carried

6.8. Owners Corporation 6 - Administration Fund Budget

Motion: Members to resolve to adopt the proposed Administration Fund Budget of \$313,030.00 exclusive of GST for the period 1 September 2023 to 31 August 2024. Quarterly instalments due in advance on the first day of September, December, March, and June.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
18,261 (97.00%)	120 (0.64%)	445 (2.36%)	Carried

6.9. Owners Corporation 7 - Administration Fund Budget

Motion: Members to resolve to adopt the proposed Administration Fund Budget of \$1,570,692.00 exclusive of GST for the period 1 September 2023 to 31 August 2024. Quarterly instalments due in advance on the first day of September, December, March, and June.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
14,871 (98.15%)	130 (0.86%)	151 (1.00%)	Carried

6.10. Owners Corporation 8 – Administration Fund Budget

Motion: Members to resolve to adopt the proposed Administration Fund Budget of \$496,690.00 exclusive of GST for the period 1 September 2023 to 31 August 2024. Quarterly instalments due in advance on the first day of September, December, March, and June.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
40,079 (97.59%)	276 (0.67%)	714 (1.74%)	Carried

7. Penalty Interest, Debt Recovery and Cost Recovery

7.1. Penalty Interest – Owners Corporation 1, 2, 3, 5, 6, 7 & 8

Pursuant to Section 29(1) of the Owners Corporations Act 2006, if authorized by a resolution at a general meeting, an Owners Corporation may charge interest on any amount payable by a Lot Owner to the Owners Corporation that is still outstanding after the due date for payment.

Pursuant to Section 29(2) of the Owners Corporations Act 2006, the rate of interest charged must not exceed the maximum rate of interest payable under the Penalty Interest Rates Act 1983.

Motion: Members to resolve to charge penalty interest for all outstanding Owners Corporation fees at a rate of interest that does not exceed the maximum rate of interest payable under the Penalty Interest Rates Act 1983.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
115,783 (99.38%)	414 (0.36%)	304 (0.26%)	Carried

7.2. Debt Recovery – Owners Corporation 1, 2, 3, 5, 6, 7 & 8

Pursuant to Section 30(1) of the Act, subject to subsection (2), an Owners Corporation may recover any money owed to the Owners Corporation in any court of competent jurisdiction a debt due to the Owners Corporation.

Motion: Members to resolve that the Manager is to take all reasonable steps necessary for the recovery of outstanding levies and charges due by any member to the Owners Corporation, including any application(s) in any Court or Tribunal of competent jurisdiction. The Manager and/or the Committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any debt recovery action taken.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
116,181 (99.72%)	72 (0.06%)	254 (0.22%)	Carried

7.3. Cost Recovery – Owners Corporation 1, 2, 3, 5, 6, 7 & 8

Pursuant to Section 30(2) of the Act, section 31 and 32 and Division 1 of Part 11 apply to the recovery of money owed to the Owners Corporation by a lot owner.

Motion: Members to resolve that the Owners Corporation may recover a debt from the person/s in default or breach, the costs, charges, and expenses incurred by the Owners Corporation arising out of any default or breach, by any lot owner or occupier of a lot, of any obligation under the Owners Corporation Act 2006, the Owners Corporation Regulations 2007 or the Rules of the Owners Corporation. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay fees, levies, and charges due.

For (UoE)	Against (UoE)	Abstain (UoE)	Result
116,030 (99.60%)	129 (0.11%)	341 (0.29%)	Carried

8. Election of Committee

Pursuant to Section 71(2)(a) of the Act, the matters to be dealt with at the Annual General Meeting must include the election of a Committee if the Owners Corporation is to have a Committee.

Pursuant to Section 100(1) of the Act, an Owners Corporation affecting 10 or more lots must elect a Committee at each Annual General Meeting.

Pursuant to Section 103(1), a Committee of an Owners Corporation must have a least 3 members and not more than 7 members.

Please note: A Member of the Committee must be a lot owner or be authorized by a lot owner (hold a proxy) to act on their behalf. A person is not eligible to be elected as a Committee Member if they are in arrears for any fees or other amounts that are owed to the Owners Corporation.

8.1. Owners Corporation 1 - Appointment of Committee

Motion: Members to resolve to appoint the number of Committee Members be elected to Owners Corporation 1.

3 (UoE)	4 (UoE)	5 (UoE)	6 (UoE)	7 (UoE)	Abstain (UoE)	Result
57 (0.05%)	70 (0.06%)	292 (0.25%)	0 (0%)	115,659 (99.20%)	508 (0.44%)	7

Motion: Members to resolve to appoint Members to the Committee of Management.

Members **resolved** by Ballot to appoint the following Members to the Committee of Management:

- Roger Bunting
- Joseph Dagher
- Fong Yik Tse (Eric)
- Gino Giacobbe
- Andrew Jessop
- Quoc H Le (Vincent)
- Matt Weatheritt

The Notice of Ballot for the Appointment of Committee Members was issued on Friday 3rd May 2024, to Members present at the Meeting, with a closing date of Friday 17th May 2024. The Ballot results are as follows:

Candidate	Lot	Yes	No	Abstain
Roger Bunting (proxy)	FEC Lots	113,500	734	116
Joseph Dagher	5301A	114,422	0	63
Matt Franke	4709B	1,199	113,192	63
Fong Yik Tse (Eric) (proxy)	5710B	114,170	55	133
Gino Giacobbe (proxy)	FEC Lots	113,396	734	220
Andrew Jessop (proxy)	FEC Lots	113,500	734	116
Quoc Huy Le (Vincent)	5701A	113,916	173	375
Zongchuan Lu (proxy)	4710B	292	113,633	279
Matt Weatheritt (proxy)	FEC Lots	113,450	734	116
Shelley Wright	5108D	1,122	113,192	104
Liza Chui	6704C	1,122	113,192	104
Heath Lee (proxy)	6801D	644	113,247	363

8.2. Owners Corporation 2 - Appointment of Committee

Motion: Members to resolve the number of Committee Members to be elected to Owners Corporation 2.

3 (UoE)	4 (UoE)	5 (UoE)	6 (UoE)	7 (UoE)	Abstain (UoE)	Result
57 (0.26%)	0 (0%)	341 (1.57%)	0 (0%)	21,132 (97.43%)	160 (0.74%)	7

Motion: Members to resolve to appoint the following Members to the Committee of Management.

Members **resolved** by Ballot to appoint the following Members to the Committee of Management:

- Roger Bunting
- Joseph Dagher
- Fong Yik Tse (Eric)
- Gino Giacobbe
- Andrew Jessop
- Quoc H Le (Vincent)
- Matt Weatheritt

The Notice of Ballot for the Appointment of Committee Members was issued on Friday 3rd May 2024, to Members present at the Meeting, with a closing date of Friday 17th May 2024. The Ballot results are as follows:

Candidate	Lot	Yes	No	Abstain
Roger Bunting (proxy)	FEC Lots	20,208	312	0
Joseph Dagher	5301A	20,520	0	0
Matt Franke	4709B	502	19,950	0
Fong Yik Tse (Eric) (proxy)	5710B	20,440	0	80
Gino Giacobbe (proxy)	FEC Lots	20,104	416	0
Andrew Jessop (proxy)	FEC Lots	20,208	312	0
Quoc Huy Le (Vincent)	5701A	20,288	0	232
Zongchuan Lu (proxy)	4710B	0	20,286	80
Matt Weatheritt (proxy)	FEC Lots	20,208	312	0

8.3. Owners Corporation 3 - Appointment of Committee

Motion: Members to resolve the number of Committee Members to be elected to Owners Corporation

3 (UoE)	4 (UoE)	5 (UoE)	6 (UoE)	7 (UoE)	Abstain (UoE)	Result
0 (0%)	0 (0%)	221 (1.42%)	0 (0%)	15,377 (98.58%)	0 (0%)	7

Motion: Members to resolve to appoint the following Members to the Committee of Management.

Members **resolved** by Ballot to appoint the following Members to the Committee of Management:

- Roger Bunting
- Joseph Dagher
- Fong Yik Tse (Eric)
- Gino Giacobbe
- Andrew Jessop
- Quoc H Le (Vincent)
- Matt Weatheritt

The Notice of Ballot for the Appointment of Committee Members was issued on Friday 3rd May 2024, to Members present at the Meeting, with a closing date of Friday 17th May 2024. The Ballot results are as follows:

Candidate	Lot	Yes	No	Abstain
Roger Bunting (proxy)	FEC Lots	14,825	59	0
Joseph Dagher	5301A	14,884	0	0
Matt Franke	4709B	163	14,567	0
Fong Yik Tse (Eric) (proxy)	5710B	14,884	0	0
Gino Giacobbe (proxy)	FEC Lots	14,721	59	104
Andrew Jessop (proxy)	FEC Lots	14,825	59	0
Quoc Huy Le (Vincent)	5701A	14,825	0	59
Zongchuan Lu (proxy)	4710B	0	14,626	104
Matt Weatheritt (proxy)	FEC Lots	14,825	59	0

8.4. Owners Corporation 5 - Appointment of Committee

Motion: Members to resolve the number of Committee Members to be elected to Owners Corporation 5.

3 (UoE)	4 (UoE)	5 (UoE)	6 (UoE)	7 (UoE)	Abstain (UoE)	Result
176 (0.68%)	0 (0%)	0 (0%)	0 (0%)	25,428 (98.34%)	254 (0.98%)	7

Motion: Members to resolve to appoint Members to the Committee of Management.

Members **resolved** to appoint the following Members to the Committee of Management:

- Roger Bunting
- Gino Giacobbe
- Andrew Jessop
- Matt Weatheritt
- Shelley Wright
- Heath Lee

As the Owners Corporation received no more than 7 valid nominations, all candidates were automatically elected to the Committee. As such, a Ballot is required to be conducted.

8.5. Owners Corporation 6 - Appointment of Committee

Motion: Members to resolve the number of Committee Members to be elected to Owners Corporation 6.

3 (UoE)	4 (UoE)	5 (UoE)	6 (UoE)	7 (UoE)	Abstain (UoE)	Result
92 (0.49%)	0 (0%)	118 (0.63%)	0 (0%)	18,500 (98.27%)	116 (0.62%)	7

Motion: Members to resolve to appoint Members to the Committee of Management.

Members **resolved** to appoint the following Members to the Committee of Management:

- Roger Bunting
- Gino Giacobbe
- Andrew Jessop
- Matt Weatheritt
- Shelley Wright
- Liza Chui
- Heath Lee

As the Owners Corporation received no more than 7 valid nominations, all candidates were automatically elected to the Committee. As such, a Ballot is required to be conducted.

8.6. Owners Corporation 7 - Appointment of Committee

Motion: Members to resolve the number of Committee Members to be elected to Owners Corporation 7.

3 (UoE)	4 (UoE)	5 (UoE)	6 (UoE)	7 (UoE)	Abstain (UoE)	Result
0 (0%)	70 (0.46%)	190 (1.25%)	0 (0%)	14,875 (97.73%)	86 (0.57%)	7

Motion: Members to resolve to appoint Members to the Committee of Management.

Members **resolved** to appoint the following Members to the Committee of Management:

- Roger Bunting
- Gino Giacobbe
- Andrew Jessop
- Matt Weatheritt
- Liza Chui

As the Owners Corporation received no more than 7 valid nominations, all candidates were automatically elected to the Committee. As such, a Ballot is required to be conducted.

8.7. Owners Corporation 8 - Appointment of Committee

Motion: Members to resolve the number of Committee Members to be elected to Owners Corporation 8.

3 (UoE)	4 (UoE)	5 (UoE)	6 (UoE)	7 (UoE)	Abstain (UoE)	Result
92 (0.22%)	70 (0.17%)	202 (0.49%)	0 (0%)	40,303 (98.11%)	414 (1.01%)	7

Motion: Members to resolve to appoint Members to the Committee of Management.

Members **resolved** to appoint the following Members to the Committee of Management:

- Roger Bunting
- Gino Giacobbe
- Andrew Jessop
- Matt Weatheritt
- Shelley Wright
- Liza Chui
- Heath Lee

As the Owners Corporation received no more than 7 valid nominations, all candidates were automatically elected to the Committee. As such, a Ballot is required to be conducted.

9. General Business

It was noted that the following matters were discussed and will be reviewed by the new Members of the Committee of Management:

- The need for CCTV in the sky lounge, high-rise dining room, and new dining room.
- Installation of motorised door openers for Spencer St and the secondary door for bikes.
- Lack of signage for delivery bikes, smoking areas, gym manners, and other regulations.
- Lack of trees for the beautification of the surrounding space.
- EV charging availability in the car park.
- Possibility of organising power in the storage cage area via Active Utilities.
- Water leakage reinstatement at 912A.

The Chairperson of the Meeting thanked Members for their attendance. The Meeting was adjourned at 3 PM and closed at the conclusion of the Ballot at 5 PM on Friday 17th May 2024.

Australian Property Management



John Gunn
Senior Owners Corporation Manager
For and on behalf of PS 746092G



Owner Ledger

Start Date: 01/07/2023
 End Date: 31/07/2027
 Owners: One only

Level 1, 530 Lonsdale St, Melbourne VIC 3000
 PO BOX 13323, Law Courts VIC 8038
 Phone: 03 9034 4200
 Fax: 03 9662 1766
 ABN 94 084 411 012

PS 746092G Owners Corporation 2

West Side Place, 250 Spencer Street, MELBOURNE VIC 3000

Lot 1303B Unit 1303 Mun Yun LEE & Cyrus Robert BROOKS

UE / AE: 51.00 / 104,401.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Maintenance Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			Balance brought forward	0.00		0.00						
1	01/09/2023	Quarterly	OC2 Levy 01/09/23 - 30/11/23	367.63	367.63	4.69	4.69	0.00	0.00%	Standard	Normal	None
2	01/12/2023	Quarterly	OC2 Levy 01/12/23 - 29/02/24	367.63	367.63	4.69	4.69	0.00	0.00%	Standard	Normal	None
3	01/03/2024	Quarterly	OC2 Levy 01/03/24 - 31/05/24	367.63	367.63	4.69	4.69	0.00	0.00%	Standard	Normal	None
4	01/06/2024	Quarterly	OC2 Levy 01/06/24 - 31/08/24	367.63	367.63	4.69	4.69	0.00	0.00%	Standard	Normal	None
5	01/09/2024	Once-off	OC2 Budget Adjustment Levy 01/09/23 - 31/08/24	413.29	413.29	0.00	0.00	0.00	0.00%	Standard	Normal	None
6	01/09/2024	Quarterly	OC2 Quarterly Levy 01/09/24 - 30/11/24	470.96	470.96	4.69	4.69	0.00	0.00%	Standard	Normal	None
7	01/12/2024	Quarterly	OC2 Quarterly Levy 01/12/2024 - 28/02/2025	470.96	470.96	4.69	4.69	0.00	0.00%	Standard	Normal	None
8	01/03/2025	Quarterly	OC2 Quarterly Levy 01/03/25 - 31/05/25	470.96	470.96	4.69	4.69	0.00	0.00%	Standard	Normal	None
9	01/06/2025	Quarterly	OC2 Quarterly Levy 01/06/25 - 31/08/25	470.96	470.96	4.69	4.69	0.00	0.00%	Standard	Normal	None
10	19/06/2025	Once-off	Cancelled: Lot 1303B: Akron Invoice 00003226	31.67	0.00	0.00	0.00	0.00		Owner Invoice	Cancelled	None
11	19/06/2025	Once-off	Cancelled: Lot 1303B: Breach Notice Fee	56.65	0.00	0.00	0.00	0.00		Owner Invoice	Cancelled	None
12	19/06/2025	Once-off	Cancelled: Lot 1303B: Akron Invoice 00003233	24.84	0.00	0.00	0.00	0.00		Owner Invoice	Cancelled	None
13	19/06/2025	Once-off	Cancelled: Lot 1303B: Breach Notice Fee	56.65	0.00	0.00	0.00	0.00		Owner Invoice	Cancelled	None
14	21/06/2025	Once-off	Lot 1303B: Akron Invoice 00003226	31.67	31.67	0.00	0.00	0.00		Owner Invoice	Normal	None
15	21/06/2025	Once-off	Lot 1303B: Breach Notice Fee	300.00	293.17	0.00	0.00	0.00		Owner Invoice	Normal	None
16	21/06/2025	Once-off	Lot 1303B: Akron Invoice 00003233	24.84	0.00	0.00	0.00	0.00		Owner Invoice	Normal	None
17	21/06/2025	Once-off	Lot 1303B: Breach Notice Fee	300.00	0.00	0.00	0.00	0.00		Owner Invoice	Normal	None

18	01/09/2025	Quarterly	OC2 Quarterly Levy 01/09/25 - 30/11/25	470.96	0.00	4.69	0.00	0.00	0.00%	Standard	Normal	None
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Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$331.67

Interest on levy arrears \$0.00

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Maintenance Fund		Unallocated	Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid			
04/08/2023		Unalloc money allocation		Levy Posting	367.63	0.00	4.69	0.00	(372.32)	0.00		1
27/10/2023		Unalloc money allocation		Levy Posting	32.02	0.00	0.41	0.00	(32.43)	0.00		2
30/11/2023	16891	Receipt	Banked		335.61	0.00	4.28	0.00	0.00	339.89		2
23/02/2024	18117	Receipt	Banked		367.63	0.00	4.69	0.00	0.00	372.32		3
23/05/2024	19549	Receipt	Banked		367.63	0.00	4.69	0.00	0.00	372.32		4
06/08/2024	20438	Receipt	Banked		884.25	0.00	4.69	0.00	0.00	888.94		5, 6
06/11/2024	21869	Receipt	Banked		470.96	0.00	4.69	0.00	0.00	475.65		7
04/02/2025	23111	Receipt	Banked		470.96	0.00	4.69	0.00	0.00	475.65		8
06/05/2025	24660	Receipt	Banked		470.96	0.00	4.69	0.00	0.00	475.65		9
12/06/2025	25573	Receipt	Banked		324.84	0.00	0.00	0.00	0.00	324.84		14, 15



Balance Sheet As at 31/07/2025

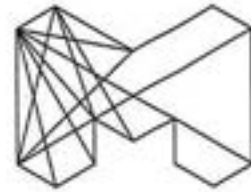
PS 746092G Owners Corporation 2

West Side Place, 250 Spencer Street, MELBOURNE
VIC 3000

	Current period
Owners' funds	
Operating Surplus/Deficit--Admin	1,303,421.88
Owners Equity--Admin	14,728.01
	<u>1,318,149.89</u>
Operating Surplus/Deficit--Maintenance	35,211.20
	<u>35,211.20</u>
Net owners' funds	<u>\$1,353,361.09</u>
Represented by:	
Assets	
Cash at Bank	453,894.68
Investments	1,146,823.23
Receivable--Levies	307,693.25
Receivable--Owners	69,462.81
Total assets	<u>1,977,873.97</u>
Less liabilities	
Creditor--GST	16,017.60
Creditors--Other	99,457.58
Holding Deposits on Wine Fridge Lease	800.00
Prepaid Levies	19,193.30
Prepaid Levies--FEC	58,974.15
Prepaid Levies--Unallocated	2,374.79
Total liabilities	<u>196,817.42</u>
Net assets	<u>\$1,781,056.55</u>

* As the previous financial year has not been finalised, the current financial year reporting will not be accurate.

5 June 2025



CITY OF MELBOURNE

GPO Box 1603

Melbourne VIC 3001

Phone (03) 9658 9658

www.melbourne.vic.gov.au

DX210487

ABN 55 370 219 287

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Plan No. PS746092G
250 Spencer Street
Melbourne Vic 3000

Owners Corporation 2
Plan No. PS746092G
250 Spencer Street
Melbourne Vic 3000

Owners Corporation 3
Plan No. PS746092G
244-276 Spencer Street
Melbourne Vic 3000

Owners Corporation 4
Plan No. PS746092G
250 Spencer Street
Melbourne Vic 3000

Owners Corporation 5
Plan No. PS746092G
Australian Property Management
Level 1 530 Lonsdale Street
Melbourne Vic 3000

Owners Corporation 6
Plan No. PS746092G
Australian Property Management
Level 1 530 Lonsdale Street
Melbourne Vic 3000

Owners Corporation 7
Plan No. PS746092G
Australian Property Management
Level 1 530 Lonsdale Street
Melbourne Vic 3000

Owners Corporation 8
Plan No. PS746092G
Australian Property Management
Level 1 530 Lonsdale Street
Melbourne Vic 3000

Owners Corporation 9
Plan No. PS746092G
Australian Property Management
Level 1 530 Lonsdale Street
Melbourne Vic 3000

Dear Sir/Madam

BUILDING ORDER – MINOR WORK: 1711830

**West Side Place, 244-276 Spencer Street MELBOURNE VIC 3000
(previously known as 650 Lonsdale Street, MELBOURNE VIC 3000)**

I refer to the attached copy of the building order for minor work dated 5 June 2025 issued to you pursuant to Section 113 of the *Building Act 1993* in relation to the property at the above mentioned address.

The building order requires that you carry out the building or other work as detailed in the order within the prescribed time frame.

I strongly urge you to comply with the requirements of the order. Should you fail to comply with this order, Council may pursue legal proceedings against you without any further notice to you and will seek to have all costs incurred, reimbursed from the Courts inclusive of legal costs. Please note that should the building work as detailed in the order not be undertaken, the Council as part of the prosecution proceedings may seek an order from the Court that will require the works to be undertaken.

Buildings of heritage significance may require further approvals or adherence to design parameters prior to the undertaking of any works that are the subject of the notice. It is recommended that you contact Melbourne City Council's Planning Department on 9658 9658 to determine any planning permit requirements.

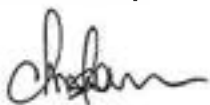
Please be advised that pursuant to Section 118 of the *Building Act 1993*, the penalty for a person/s that breach or do not comply with an order can be fined up to 500 penalty points by the Court in the case of a natural person and 2,500 penalty units in the case of a body corporate.

Pursuant to Section 228D of the *Building Act 1993* I am hereby giving you notice of my intention to inspect the above property, to establish whether any changes occurred in the circumstances and before issuing of building order.

Please ensure I have access to all areas of the property on **14 July 2025 at 10:00am**.

Please contact me should you have any queries in relation to these matters.

Yours faithfully



Chris Christou
Delegate of the Municipal Building Surveyor

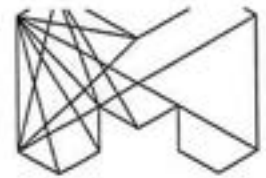
Phone: 0418 717 711

Email: chris.christou@melbourne.vic.gov.au

Our reference: 1711830

BUILDING ORDER – MINOR WORK

Section 113 of the *Building Act 1993*



CITY OF MELBOURNE

Order No: 1711830

This order is made under section 113 of the *Building Act 1993*.

TO: THE OWNER

Owners Corporation 1
Plan No. PS746092G
250 Spencer Street
MELBOURNE VIC 3000

Owners Corporation 2
Plan No. PS746092G
250 Spencer Street
MELBOURNE VIC 3000

Owners Corporation 3
Plan No. PS746092G
244-276 Spencer Street
MELBOURNE VIC 3000

Owners Corporation 4
Plan No. PS746092G
250 Spencer Street
MELBOURNE VIC 3000

Owners Corporation 5
Plan No. PS746092G
Australian Property Management
Level 1 530 Lonsdale Street
MELBOURNE VIC 3000

Owners Corporation 6
Plan No. PS746092G
Australian Property Management
Level 1 530 Lonsdale Street
MELBOURNE VIC 3000

Owners Corporation 7
Plan No. PS746092G
Australian Property Management
Level 1 530 Lonsdale Street
MELBOURNE VIC 3000

Owners Corporation 8
Plan No. PS746092G
Australian Property Management
Level 1 530 Lonsdale Street
MELBOURNE VIC 3000

Owners Corporation 9
Plan No. PS746092G
Australian Property Management
Level 1 530 Lonsdale Street
MELBOURNE VIC 3000

FROM: I am the delegate of the municipal building surveyor of the City of Melbourne. I am authorised by Section 113 of the Building Act 1993 to make this building order.

LOCATION OF THE BUILDING TO WHICH THIS ORDER APPLIES:

**West Side Precinct, 244-276 Spencer Street MELBOURNE VIC 3000
(previously known as 650 Lonsdale Street MELBOURNE VIC 3000)**

ORDER:

1. I, as the delegate of the municipal building surveyor, order that:

1.1. By **10am on 14 July 2025**, the owner of the West Side Precinct, 244-276 Spencer Street, MELBOURNE VIC 3000 **MUST** carry out the following building work required to be carried out by this order.

1.1.1. Produce and provide a copy of the Annual Essential Safety Measures Report in accordance with regulation 223, 224 and 225 of the Building Regulations 2018.

1.1.2. Replace the batteries to the fire detection system, in accordance with AEFS Group Pty Ltd services report dated 08/04/25 for fire detection systems.

1.1.3. Replace the batteries to the EWIS system in accordance with AEFS Group Pty Ltd services report dated 08/04/25 for sound systems.

1.1.4. Engage appropriately qualified and suitable experienced persons to carry out the required routine servicing and produce and provide copies of the required logbooks in relation to the existing Essential Safety Measures (ESM) in the building, in accordance with part 15 of the Building Regulations 2018, and requirements of series of AS 1851 and or the following:

1.1.4.1. Building elements required to satisfy prescribed fire-resistance levels, (Yearly) - Inspection for damage, deterioration, or unauthorised alteration;

1.1.4.2. Materials and assemblies required to have fire hazard properties, (Yearly) - Inspection for damage, deterioration, or unauthorised alteration;

1.1.4.3. Elements required to be non-combustible, provide fire protection, compartmentation or separation, (Yearly) - Inspection for damage, deterioration, or unauthorised alteration;

1.1.4.4. **Wall-wetting** sprinklers (including doors and windows required in conjunction with wall-wetting sprinklers), (Monthly, if more than 12 sprinkler heads, 6 Monthly, Yearly, 5 Yearly, 10 Yearly, 25 Yearly, 30 yearly) - AS 1851-2012 Section 2 if Sprinkler system installed;

- 1.1.4.5. Fire doors (including associated warning systems) and associated self-closing, automatic closing and latching mechanisms, (hinged and pivoted - 6 Monthly, Apartments only Yearly) (sliding - 3 Monthly, 6 Monthly) - AS 1851-2012 Section 12. Check operation of handles, closers and electronic strikes;
- 1.1.4.6. Fire & smoke rated access panels, (Yearly) - AS 1851-2005 Section 12. Inspection for damage, deterioration, or unauthorised alteration;
- 1.1.4.7. Solid core doors and associated self-closing, automatic closing and latching mechanisms, (Yearly) - Inspection for damage, deterioration, and check operation of closers, handles and electronic strikes.
- 1.1.4.8. Fire protection at service penetrations through elements required to be fire-resisting with respect to integrity or insulation, or to have a resistance to the incipient spread of fire, (Yearly) - AS 1851-2012 Section 12. Inspection for damage, deterioration, or unauthorised alteration.
- 1.1.4.9. Fire protection associated with construction joints, spaces and the like in and between building elements required to be fire-resisting with respect to integrity and insulation, (Yearly) - AS 1851-2012 Section 12. Inspection for damage, deterioration, or unauthorised alteration;
- 1.1.4.10. Kitchen hood exhaust systems, (Monthly, Yearly) – AS1851-2012 Section 12.
- 1.1.4.11. Smoke doors and associated self-closing, automatic closing and latching mechanisms, (6 Monthly) - AS 1851-2012 Section 12. Check operation of closers, handles and electronic strikes;
- 1.1.4.12. Smoke dampers, (Yearly) – AS1851-2012 – Section 13
- 1.1.4.13. Paths of travel to exits, (3 Monthly) - Inspection to ensure there are no obstructions and no alterations;
- 1.1.4.14. Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected), (3 Monthly) - Inspection to ensure there are no obstructions and no alterations;
- 1.1.4.15. Exits (including fire-isolated stairways and ramps, non-fire-isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire-isolated passageways), (3 Monthly) - Inspection to ensure there are no obstructions and no alterations;
- 1.1.4.16. Smoke lobbies to fire-isolated exits, (Yearly) - Inspection for damage, deterioration, or unauthorised alteration;
- 1.1.4.17. Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms, (3 Monthly) - Inspection to ensure doors are intact, operational and fitted with conforming hardware;
- 1.1.4.18. Exit signs (including direction signs), (6 Monthly, Yearly) - AS/NZS 2293.2-1995;
- 1.1.4.19. Signs warning against the use of lifts in the event of fire, (Yearly) - Inspection to ensure the warning sign is in place and legible;

- 1.1.4.20. Signs, intercommunication systems, or alarm systems on doors of fire-isolated exits stating that re-entry to a storey is available, (Yearly) - Inspection to ensure the warning sign is in place and legible;
- 1.1.4.21. Signs alerting persons that operation of doors must not be impaired, (Yearly) - Inspection to ensure the warning sign is in place and legible;
- 1.1.4.22. Signs required on doors, in alpine areas, alerting people that they open inwards, (Yearly) - Inspection to ensure the warning sign is in place and legible;
- 1.1.4.23. Fire order notices required in alpine areas, (Yearly) - Inspection to ensure the warning sign is in place and legible;
- 1.1.4.24. Emergency lighting, (6 Monthly, Yearly) – AS/NZS 2293.2-1995;
- 1.1.4.25. Fire hydrant system (including on site pump set and fire-service booster connection), (Monthly, 6 Monthly, Yearly, 2 yearly, 5 Yearly, 10 yearly (boosters)) - AS 1851-2012 Section 3, 4 & 5;
- 1.1.4.26. Fire hydrant/s – above or below ground street hydrant, (6 Monthly inspection to verify hydrant is present and identification markers are intact);
- 1.1.4.27. Fire hose reel system, (6 Monthly, Yearly) - AS 1851-2012 Section 9;
- 1.1.4.28. Sprinkler system, (Monthly, 6 Monthly, Yearly, 5 Yearly, 10 Yearly, 25 Yearly, 30 Yearly) - AS 1851-2012 Section 3, 4 & 5;
- 1.1.4.29. Fire hydrant & sprinkler pumpsets, (Monthly, 6 Monthly, Yearly, 2 yearly, 5 Yearly) - AS 1851-2012 Section 3;
- 1.1.4.30. Water storage tanks for fire protection systems, (Monthly, 6 Monthly, yearly, 10 yearly) - AS 1851-2012 Section 5;
- 1.1.4.31. Portable fire extinguishers, (6 Monthly, Yearly, 5 Yearly) - AS 1851-2012 Section 10;
- 1.1.4.32. Fire blankets, (6 Monthly, When defects are suspected) - AS 1851-2012 Section 11;
- 1.1.4.33. Fire control centres (or rooms), (Yearly) - Inspection to ensure compliance of construction and contents with BCA;
- 1.1.4.34. Automatic air pressurisation systems for fire-isolated exits, (3 Monthly, Yearly) - AS 1851-2012 Section 13;
- 1.1.4.35. Zone smoke control system, automatic smoke exhaust system, (3 Monthly, Yearly) - AS 1851-2012 Section 13;
- 1.1.4.36. Automatic smoke and heat vents, (3 Monthly, 6 Monthly, Yearly) - AS 1851-2012 Section 13;
- 1.1.4.37. Air-handling systems that do not form part of smoke hazard management system and which may unduly contribute to the spread of smoke (including shutdown), (Monthly, 3 Monthly, 6 Monthly, Yearly) - AS 1851-2012 Section 13;

- 1.1.4.38. Carpark mechanical ventilation system, (3 Monthly, 6 Monthly, Yearly) - AS 1851-2012 Section 13;
- 1.1.4.39. Smoke and heat alarm system, (6 Monthly, Yearly, 6 Monthly inspection to test operation Replace battery or unit as necessary) - AS 1851-2012 Section 6;
- 1.1.4.40. Smoke and heat detection system, (Monthly, Yearly, 5 Yearly) - AS 1851-2012 Section 6;
- 1.1.4.41. Building occupant warning system, (Monthly, 6 Monthly, Yearly, 5 Yearly) - AS 1851-2012 Section 6;
- 1.1.4.42. Stretcher facilities in lifts, (Yearly) - Inspection to ensure compliance of facilities with BCA Volume 1;
- 1.1.4.43. Passenger lift fire service controls, (Minimum Yearly) - As per requirements of AS 1735. Periodic inspection as per manufacturers specification;
- 1.1.4.44. Classification and use of building, (Yearly) - Inspection to ensure no changes to classification and use of the building occurred;
- 1.1.4.45. Occupancy hazard, (Yearly) - Inspection to ensure no changes to the nature or quantity of materials stored, displayed or used in a building or on the allotment.

INSPECTION DETAILS:

2. The date and time of any inspection relied on by myself as the relevant building surveyor for the purpose of making this order, and the name and qualifications of the person or persons who conducted the inspection are—

Time of inspection: 2:00 PM

Date of inspection: 27 May 2025

Name of person/persons: Chris Christou

Qualification(s) of person/persons: Bachelor of Technology in Building Surveying,

Graduate certificate in Performance Based Building and Fire Codes

Building practitioner registration no. of person/persons: BS-U 23896

REASON(S) WHY THIS ORDER WAS MADE:

3. In accordance with section 113 of the Building Act 1993, I am of the opinion that—

3.1. Building work of a minor nature is required to be carried out:

3.1.1 The work under this order is considered as other work required to bring the building into compliance with the Building Regulations 2018 and other work under Part 15 of the Building Regulations 2018, which ensures that the ESMs that are subject of a maintenance schedule in relation to that building –

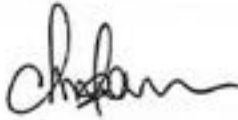
- (a) Performs at the level to fulfil its purpose specified in the essential safety measures maintenance schedule; and
- (b) Is inspected, tested and maintained in accordance with the requirements specified in the essential safety measures maintenance schedule.

BUILDING ORDER MADE BY:

Chris Christou
Deputy Municipal Building Surveyor
Building practitioner registration no.: BS-U 23896

Address: Council House 2, Level 4, 240 Little Collins
Street, Melbourne VIC 3000

Signature:



Important: Pursuant to Section 230 of the *Building Act 1993*, I hereby advise you that a member of the City of Melbourne - Building Control Group will conduct an inspection of the Building after expiry of the time period/s detailed in this Order.

**If you have any queries in relation to this document, please contact
Chris Christou on the contact details below:
Phone: 0418 717 711
Email: chris.christou@melbourne.vic.gov.au**

Dated: 5 June 2025
Order No: 1711830

NOTES:

Duration of Order

Pursuant to Section 117 of the Act, a building order remains in force (and if amended remains in force as amended) until it is complied with or it is cancelled by the Municipal Building Surveyor or the Building Appeals Board.

Amendment or Cancellation of Order

Pursuant to Section 116 of the Act, if there is a change in circumstances after the service of a building order, the owner may request the Municipal Building Surveyor to amend or cancel the order.

Penalty for Failure to Comply

Pursuant to Section 118(1) of the Act, a person to whom a building order is directed must comply with that order [penalty: 500 penalty units in the case of a natural person and 2500 penalty units in the case of a body corporate].

Appeals to the Building Appeals Board

Pursuant Section 142(2) of the Act an owner of a building or land, may appeal to the Building Appeals Board against;

- the making of a Building order applying to that building or land
- the imposition of any condition in the building order
- a refusal to amend or cancel a Building order
- a failure, within a reasonable time, to amend or cancel a building order, or
- a requirement under Division 3 of Part 8 that the building order be fully complied with

In accordance with section 146 of the Act and Regulation 271 of the Building Regulations 2018, the prescribed appeal period is thirty (30) days from the date of service of this order. Application forms and advice on appeals can be obtained from the Building Appeals Board on telephone number 1300 421 082.

Subsequent Owners of the Land

Pursuant to section 236 of the Act, this Building order is binding on every subsequent owner of the land.

Completion of Work

Pursuant to section 120 of the Act, the owner must notify the Municipal Building Surveyor in writing, without delay, on completion of the work required to be carried out by a Building order. (Failure = Maximum Penalty of 50 Penalty Units).

Failure to Comply

Pursuant to section 118 of the Act, a person to whom a Building order or Emergency Order is directed must comply with that Order.

(Failure = Maximum Penalty of 500 Penalty Units in the case of a natural person. 2500 Penalty Units in the case of a body corporate).



Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000, Australia
O +61 2 9335 3200
www.chubb.com/au

Date Issued: 03 April 2025

Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	OC 746092G	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	02GS036395	
Insurance:	Commercial Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 22 March 2025, Local Standard Time
	To:	4.00pm on 22 March 2026, Local Standard Time
The Insurer:	Section 1	Not Insured
	Section 2	Not Insured
	Section 3	Not Insured
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	651-669 Lonsdale St, Melbourne VIC 3000	

Limits of Liability

Section 1: Property Damage Insurance	Buildings and Common Property	Not Insured
	Common Contents	Not Insured
	Catastrophe	Not Insured
Section 2: Machinery Breakdown Insurance	Not Insured	
Section 3: Consequential Loss Insurance	Not Insured	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	Not Insured	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	Personal Injury	AUD 50,000,000 in respect of any one Occurrence
	Property Damage	AUD 50,000,000 in respect of any one Occurrence
Section 6: Environmental Impairment Liability Insurance	AUD 250,000 in the aggregate Period of Insurance	
Section 7: Management Committee Liability Insurance	AUD 10,000,000 in the aggregate Period of Insurance	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	Accident each occurrence Limit	AUD 200,000
	Accident aggregate Limit	AUD 200,000 in the aggregate Period of Insurance

All the values on this Certificate of Currency are correct as at 03 April 2025 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

Signed:



Nick Andrejic
Strata Underwriter VIC

Authorised Officer, Chubb Insurance Australia Limited
ABN 23 001 642 020 AFSL 239687



Certificate of Currency

Industrial Special Risks

27 March, 2025

To Whom It May Concern

RE: WESTSIDE PLACE OWNERS CORPORATION NO. OC 746092

This is to certify that the captioned Policy remains current for the term noted under "Period of Insurance" below. This Policy only comes into force for the "Period of Insurance" provided the premium and any applicable charges are paid in full by the required date. The issuance of this Certificate of Currency imparts no obligation on the Insurer to notify the addressee or any party relying upon it that the Policy may not have come into force or has been cancelled.

Insured: Westside Place Owners Corporation No. OC 746092
Class of Insurance: Industrial Special Risks
Period of Insurance: 22nd March 2025 to 22nd March 2026
Interest Insured: All Real and Personal Property and Business Interruption coverage as declared to Insurers and attaching to this policy
Limit of Liability: \$400,000,000 PPO \$800,000,000 XS \$2,000,000,000 Combined Limit of Liability
Insurer: AIG Australia Limited (AIG)
ABN 93 004 727 753
AIG Participation: 50 %
Policy Number: 278526
Notation: N/A

The above information is a summary only, for full details please refer to Policy wording.

Signed for and on behalf of
AIG Australia Limited



27/03/2025

.....
Authorised Person Date
SHAWN YANG –PROPERTY UNDERWRITER

Head Office
Sydney Level 19, 2 Park Street Sydney, NSW 2000 Australia
GPO Box 9933 Sydney NSW 2001 Australia
Melbourne GPO Box 9933 Melbourne VIC 3001 Australia
Brisbane GPO Box 9933 Brisbane QLD 4001 Australia
Perth GPO Box 9933 Perth WA 6848 Australia

Australia wide
T 1300 030 886
F 1300 634 940

International
T + 61 3 9522 4000
F + 61 3 9522 4645



3 April 2025

Certificate of Currency

This is to certify that the following Policy remains current for the term noted under "Period of Insurance" below. This Policy only comes into force for the "Period of Insurance" provided the premium and any applicable charges are paid in full by the required date.

The issuance of this Certificate of Currency imparts no obligation on the Insurer to notify the addressee or any party relying upon it that the Policy may not have come into force or has been cancelled.

Class of Insurance: Industrial Special Risks

Policy Number: 880-01817027-14017

The Insured: OC 746092 (Westside Place)

Interested Partie(s): Nil Noted

The Business: Principally Commercial Strata and any other activity incidental thereto.

Period of Insurance: From: 22/03/2025 4.00 pm local time
To: 22/03/2026 4.00 pm local time

**Situation/
Territorial Scope:** 250 Spence Street, MELBOURNE VIC 3000
and elsewhere in Australia where the Insured has property or carries on business, has goods or other property stored or being processed or has work done.

Limits of Liability: Section 1 and 2 Combined - \$800,000,000 xs \$2,000,000,000

Declared Values: Section 1 – Material Damage \$2,372,921,000
Section 2 – Business Interruption \$355,688,150


Indemnity Period: 73 months

HDI Capacity: 25%

Currency: Australian Dollars (AUD)

In witness thereof this Certificate has been signed on behalf of HDI Global SE, Australia.

Stephanie MacIntyre
Property Underwriter, Southern Region


HDI Global SE Australia
ARBN: 134 049 951
ABN: 55 490 279 016

Issued in Melbourne on 3 April 2025

Signed:

Certificate of Currency



03 April 2025

This certificate confirms that the undermentioned policy is current as at the date shown above.

1. INSURED: Westside Place Owners Corp No OC 746092
2. INTERESTED PARTY: N/A
3. LIBERTY POLICY NUMBER: 1000598364-03
4. POLICY PERIOD: From: 4.00pm on 22 March 2025 Australian Eastern Standard Time (AEST)
To: 4.00pm on 22 March 2026 Australian Eastern Standard Time (AEST)
5. SITUATION: 244-276 Spencer Street, Melbourne VIC 3000 Australia
6. DECLARED VALUES: Section 1 – All Property – AUD \$2,372,921,000
Section 2 – Consequential Loss – AUD \$354,688,150
7. LIMIT OF LIABILITY: AUD\$ 800,000,000 in excess of AUD \$ 2,000,000,000
8. ORDER HEREON: Liberty Share 7%



Jack Houston
AUTHORISED REPRESENTATIVE OF
LIBERTY SPECIALTY MARKETS

03 April 2025

Date

CHUBB INSURANCE AUSTRALIA LIMITED










ABN 23 001 642 020 AFSL 239687

Grosvenor Place Level 38,
225 George Street Sydney NSW 2000
Telephone: +61 2 9335 3200
www.chubb.com/au

27 March 2025

CHUBB Certificate of Currency

This Certificate of Currency confirms the following policy is current at the date stated below. Please refer to policy document for full terms and conditions.

Certificate of Currency		
Insured:	Westside Place Owners Corporation No. OC 746092	
Location:	244-276 Spencer Street, Melbourne VIC 3000 Australia	
Policy Number:	02FX036280	
Policy Class:	Industrial Special Risks	
Policy From:	22 March 2025 at 4.00PM local standard time	
Policy To:	22 March 2026 at 4.00PM local standard time	
Limit of Liability:	Section 1 & Section 2 Combined	AUD 2,000,000,000
Sub Limit of Liability:	Plate Glass	Replacement Value
Declared Values:	Section 1 – Property Damage	AUD 2,372,921,000
	Section 2 – Consequential Loss	AUD 354,688,150
Chubb Insurance Australia Limited:	24%	
Zurich Insurance Limited	16% 72 2367224 GPR	
XL Insurance Company SE	11%	
CGU	20%	 31.03.2025
Swiss Re International SE, Australia Branch	9%	
Liberty Specialty Markets	7%	 01.04.2025
AIG Australia	5%	 02/04/2025 <small>AIG AUSTRALIA LIMITED ABN 93 004 727 753 AFSL 381686</small>
Eclipse Business Insurance Pty Limited	5.5%	 01/04/2025
Arch	2.5%	 02-Apr-2025

Signed for the Company :



Sanfilippo, Bella

Property Underwriter VIC/TAS

Authorised Officer, Chubb Insurance Australia Limited
ABN 23 001 642 020 AFSL 239687

Note: This advice merely provides confirmation as the existence of an insurance policy. The policy terms and conditions incorporate provisions which may enable Insurers to cancel or vary the policy on the happening of prescribed circumstances or events (ie non-payment of premium). Therefore this confirmation of insurance is not to be construed as guaranteeing that the policy will remain in force throughout the period as specified hereon.

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Certificate of Currency

Insured Name: OC 746092 (Westside Place)

Policy Number: 47-ZPR-327745-03

The Situation: 651-669 Lonsdale Street, MELBOURNE VIC 3000

Period of Insurance: From: 4pm on the 22/03/2025, To: 4pm on the 22/03/2026

Policy: Industrial Special Risks

Limit of Liability: \$800,000,000 in excess of \$2,000,000,000

Declared Values: Section 1 - Material Damage: \$2,372,921,000
Section 2 – Consequential Loss: \$354,688,150

Insurer Proportion: 18%

Signed By:



Date: 03/04/2025

Insurer: Berkshire Hathaway Specialty Insurance Company
ABN 84 600 643 034
AFSL 466713

This Certificate of Currency is issued as a matter of information only and confers no rights upon the holder or anyone else. This Certificate of Currency is only a summary of the cover provided, and is current only on the date of its issuance.

This Certificate is subject to the terms, Definitions, Conditions and Exclusions of the Policy, and does not amend, alter or extend any of the cover, terms or conditions set out in the Policy wording, Policy Schedule and/or any endorsement(s).



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced: 14/08/2020 12:42:06 PM

Dealing Number: OC048759Q

Status: Registered

Date and Time Lodged: 08/07/2020 04:16:08 PM

Responsible Subscriber: THOMSON GEER

Customer Code: 19065N

Reference: EML:JT:ALS:3707680

OWNERS CORPORATION NOTIFICATION OF MAKING RULES SECTION 27E(1) SUBDIVISION ACT 1988 (WHEN LODGED WITH PLAN)

Applicant(s):

MAY21 PTY LTD (ACN/ARBN: 163938074)

UNIT 501 370 ST KILDA ROAD MELBOURNE VIC 3004

Plan Number:

PS746092G

Owners Corporation Number:

2

Proposed rules of the Owners Corporation:

Appended

Execution:

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of MAY21 PTY LTD

Signer Name MING MING YII

Signer Organisation THOMSON GEER

Signer Role AUSTRALIAN LEGAL PRACTITIONER



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Execution Date 03 July 2020

File Notes:

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Statement End.



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Document Identification	OC048759Q
Number of Pages (excluding this cover sheet)	27
Document Assembled	14/08/2020 12:42

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Owners Corporation Rules

Owners Corporation No. 2

Residential Towers A & B

West Side Place

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PART A – DEFINITIONS AND INTERPRETATION

1. Introduction – Making and subject matter of Rules

- 1.1 These Rules are made by Owners Corporation 2 of Plan No. PS746092G for Towers A and B at West Side Place.
- 1.2 The Regulations provide for:
- (a) the powers of the Owners Corporation;
 - (b) the general duties of Members and Occupiers;
 - (c) meetings and administration of the Owners Corporation;
 - (d) insurance; and
 - (e) other miscellaneous matters.

2. Definitions

In these Rules:

Act means the *Owners Corporations Act 2006*;

Additional Rules means the Rules in Part C;

Amenities means:

- (a) Residential Lounge;
- (b) Kitchen;
- (c) Function Rooms;
- (d) Terraces;
- (e) Cinema;
- (f) Karaoke Room;
- (g) Virtual Golf;
- (h) Pool;
- (i) Gymnasium;
- (j) Club Lounge;
- (k) Private Dining and Living Facilities;
- (l) Reading Room; and
- (m) Meeting Rooms;

Attachment means an attachment to these Rules;

Authority means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency;

Back of House Area means the area designated by the Manager;

Bicycle Storage Facilities means the bicycle storage facilities on the Common Property;

Building means the building and improvements located on the Land;

Building Facilities means the facilities on the Common Property;

Building Services means:

- (a) water, gas, artificially heated or cooled air, or heating oil;
- (b) sewerage and drainage;
- (c) telephone, radio and television;
- (d) security systems; and
- (e) any other facility, supply or transmission;

Building Works are any works, alterations, additions, repairs or replacement of:

- (a) Common Property structures including Common Property walls, floor and ceiling enclosing a Lot;
- (b) Building Facilities;
- (c) Building Services;
- (d) the structure of a Lot including dividing walls between Lots; and
- (e) a load bearing wall;

Cinema means the private cinema on level 6;

Club Lounge means the club lounge on level 7;

Common Property means the common property identified on the Plan under the control of the Owners Corporation;

Condenser Dryer means a clothes dryer that does not require an external vent;

Conventional Dryer means a clothes dryer that requires an external vent;

Developer means May21 Pty Ltd ACN 163 938 074 of Level 5, 370 St Kilda Road, Melbourne VIC 3004;

Facade means the exterior walls of the Building, including any glass walls or windows;

Fire Safety Device means any structure in a Lot or Common Property that:

- (a) monitors or signals the incidence of smoke, heat or fire;
- (b) provides lighting in the case of smoke, heat or fire;
- (c) controls access throughout the Building in the case of smoke, heat or fire ;
- (d) extinguishes or decreases the spread of fire, smoke or heat; and
- (e) is required by Law for fire safety or that otherwise improves fire safety;

Function rooms means the function rooms on level 6;

Gymnasium means the gymnasium on level 6;

Hard Flooring means flooring or floor covering other than carpet of at least the minimum thickness of the carpet laid in a Residential Lot when the Building was constructed;

Hotel means the hotel operated on the Hotel Lot;

Hotel Lot means the hotel in Lot S4 in Tower A;

Hotel Operator means the operator of the Hotel;

Karaoke Room means the karaoke room on level 6;

Kitchen means the kitchen on level 6;

Land means all of the land in the Plan;

Law means any statute, regulation, proclamation, ordinance, order or by-laws;

Lot means all of the Lots on the Plan;

Lot Owner means a registered owner of a Lot;

Manager means:

(a) a manager appointed by the Owners Corporation pursuant to Section 119 of the Act;
and

(b) a building manager appointed by the Owners Corporation;

Meeting Rooms means the meeting rooms on level 7;

Member means a member of the Owners Corporation, and where applicable, agents, licensees, invitees, contractors, visitors etc of a Member;

Model Rules means the rules in Part B;

Occupier means a person lawfully in occupation of a Lot;

Owners Corporation means Owners Corporation No.2 on the Plan;

Plan means Plan of Subdivision No. PS746092G;

Pool means the pool and surrounding area on Level 7;

Private Dining and Living Facilities means the private dining and living facilities on level 7;

Reading Room means the reading room on level 7;

Regulations means the Owners Corporation Regulations 2018;

Residential Lot means Lots with the suffix of 'A' or 'B';

Residential Lounge means the residential lounge on level 6;

Residential Rules means the rules set out in Part D;

Ritz-Carlton means The Ritz Carlton Hotel Company LLC;

Rules means all of the:

(a) Model Rules;

(b) Additional Rules;

(c) Residential Rules;

(d) any other Rule of use for the management of West Side Place;

Trademarks means:

(a) the 'Ritz-Carlton' name and mark;

(b) any word, name, device, symbol, logo, design, brand, service mark, trade mark (whether formal or informal), other distinctive feature indicia of origin (including without limit marks, program names and restaurant, spa or other outlet names), in each case used at or in connection with the business of the Hotel; and

(c) any combination of the foregoing;

Security Key means an FOB key, security access card, swipe card and device;

Special Resolution has the meaning in the Act;

Terraces means the terraces on level 6;

West Side Place means all of the Lots and the Common Property of PS746092G;

Visitor Car Spaces means that part of the Common Property designated for the parking of motor vehicles by visitors to West Side Place; and

Window Covering means any internal or external covering to a window of a Lot.

3. Interpretation

3.1 These Rules must be read in conjunction with the Act and the Regulations.

3.2 The Additional Rules and Residential Rules prevail to the extent of any inconsistency with the Model Rules.

3.3 The index and headings in these Rules are not:

(a) part of these Rules; and

(b) to be taken into account in interpreting these Rules.

3.4 A word which is in these Rules but is not defined has the meaning set out in the Act.

3.5 An obligation imposed on more than 1 person is enforceable against each person separately, together or in any combination.

3.6 The singular includes the plural and vice-versa and a gender includes both genders.

3.7 'Include' is to be read as if followed by the words 'without limitation'.

3.8 A reference to any document, instrument or Law includes any variation of replacement.

3.9 Owners Corporation consent except where otherwise stated, may be:

(a) granted or withheld in the absolute discretion of the Owners Corporation;

(b) revocable; and

(c) given subject to conditions.

PART B – MODEL RULES

1. Health, Safety and Security

1.1 Health, Safety and Security of Lot Owners, Occupiers of Lots and Others

A Lot Owner or Occupier must not use the Lot, or permit it to be used, so as to cause a hazard to the health, safety and security of a Lot Owner, Occupier, or user of another Lot.

1.2 Storage of Flammable Liquids and Other Dangerous Substances and Materials

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

1.3 Waste Disposal

An Owner or Occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the Occupiers or users of other Lots.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub-committee without reference to the Owners Corporation.

3. Management and Administration

3.1 Metering of Services and Apportionment of Costs of Services

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

4. Use of Common Property

4.1 Use of Common Property

- (a) A Lot Owner or Occupier of a Lot must not obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property.
- (b) A Lot Owner or Occupier of a Lot must not, without the written approval of the Owners Corporation, use for the Lot Owner or Occupier's own purposes as a garden any portion of the Common Property.
- (c) An approval under subrule (2) may state a period for which the approval is granted.
- (d) If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the Common Property, it must give reasonable notice of this resolution to the Owner or Occupier who is keeping the animal.
- (e) A Lot Owner or Occupier of a Lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (f) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and Parking on Common Property

A Lot Owner or Occupier of a Lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle:

- (a) to be parked or left in parking spaces situated on Common Property and allocated for other Lots; or
- (b) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
- (c) in any place other than a parking area situated on Common Property specified for that purpose by the Owners Corporation.

4.3 Damage to Common Property

- (a) A Lot Owner or Occupier of a Lot must not damage or alter the Common Property without the written approval of the Owners Corporation.
- (b) A Lot Owner or Occupier of a Lot must not damage or alter a structure that forms part of the Common Property without the written approval of the Owners Corporation.
- (c) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (d) A Lot Owner or person authorised by a Lot Owner may install a locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (e) The Lot Owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of Lots

A Lot Owner or Occupier of a Lot must give written notification to the Owners Corporation if the Lot Owner or Occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation.

Example:

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

5.2 External appearance of Lots

- (a) A Lot Owner or Occupier of a Lot must obtain the written approval of the Owners Corporation before making any changes to the external appearance of their Lot.
- (b) An Owners Corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other Lot Owners, structural integrity or the value of other Lots and/or Common Property.

5.3 Requiring notice to the owners corporation of renovations to Lots

A Lot Owner or Occupier of a Lot must notify the Owners Corporation when undertaking any renovations or other works that may affect the Common Property and/or other Lot Owners' or Occupiers' enjoyment of the Common Property.

6. Behaviour of Persons

6.1 Behaviour of Owners, Occupiers and Invitees on Common Property

A Lot Owner or Occupier of a Lot must take all reasonable steps to ensure that guests of the Lot Owner or Occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the Common Property.

6.2 Noise and Other Nuisance Control

- (a) A Lot Owner or Occupier of a Lot, or a guest of a Lot Owner or Occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the Common Property.
- (b) Subrule (1) does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.

7. Dispute Resolution

7.1 The grievance procedure set out in this rule applies to disputes involving a Lot Owner, Manager, an Occupier or the Owners Corporation.

7.2 The party making the complaint must prepare a written statement in the approved form.

7.3 If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.

7.4 If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.

- 7.5 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- 7.6 A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- 7.7 If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.
- 7.8 This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

PART C – ADDITIONAL RULES

1. Use of Lots

A Member or Occupier of a Lot must not:

- (a) use or permit its Lot to be used for any purpose which may:
 - (i) be illegal or damaging to the reputation of West Side Place, or
 - (ii) may cause a nuisance or hazard to any other Member or Occupier of any Lot or their invitees;
- (b) dispose or permit disposal of cigarette butts, cigarette ash or any other materials, including rubbish, plastic/glass bottles, glass objects, etc from its Lot onto any Common Property and/or other lots;
- (c) do or permit anything which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation;
- (d) install or permit to be installed any safe on its Lot unless it obtains the prior written consent of the Manager, and pays the costs of the Owners Corporation in relation to that consent; and
- (e) do or permit anything which restricts or prevents the use and operation of the Retail Precinct in accordance with the requirements and approvals of any Authority.

2. Use of Common Property

A Member or Occupier of a Lot must not:

- (a) use or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by any Member or any Occupier of any Lot;
- (b) make or permit to be made any undue noise, odours or vibrations in or about the Common Property;
- (c) smoke or consume alcohol on the Common Property with the exception of any area of the Common Property advised by the Manager;
- (d) permit any child under the age of 16 years under its control to play or remain on any part of the Common Property or other area of possible danger or hazard to children unless supervised by an adult at all times;
- (e) use or permit persons under its control to use skateboards, roller skates, roller blades, bicycles, tricycles, motor scooters, scooters or the like in the Common Property;
- (f) do or allow to be done anything on the Common Property which causes a nuisance to, or interferes with, the use or quiet enjoyment of the Common Property by other Members or Occupiers;
- (g) obstruct any hallways, passage ways, stairwells or lifts of the Common Property;
- (h) hold or allow to be held any public auction on or near the Common Property without the Owners Corporation's prior written consent;
- (i) park or leave a vehicle:
 - (i) on Common Property which obstructs any driveway or entrance to a Lot; and
 - (ii) in any place other than an allocated car parking bay in the Car Park.

- (j) do or permit anything which might cause structural damage to the Building without the prior written consent of the Owners Corporation;
- (k) do anything to damage or deface or interfere with the Common Property;
- (l) interfere with any personal property owned by the Owners Corporation;
- (m) interfere with the operation of any equipment installed in the Common Property;
- (n) use or permit the Common Property to be used other than in accordance with the directions of the Manager and the Owners Corporation;
- (o) open, close or adjust any louver window/s located on Common Property;
- (p) enter or permit any person to enter into any:
 - (i) plant room;
 - (ii) machine housing/mechanical equipment room;
 - (iii) waste disposal room;
 - (iv) electricity switch room; and
 - (v) any other Building Facilities; and
- (q) adjust or permit any person to adjust any:
 - (i) thermostat;
 - (ii) board control;
 - (iii) electricity;
 - (iv) gas;
 - (v) heating or cooling controls; and
 - (vi) any other Building Services.

3. Moving in - moving out

- 3.1 A Member or Occupier of a Lot must only move in or out through the Back of House Area.
- 3.2 A Member or Occupier of a Lot must, not less than 7 working days prior to the intended date for moving into or moving out of its Lot, contact the Manager to arrange and register a suitable date and time to facilitate that move.
- 3.3 Only those Members or Occupiers that have prior authorisation from the Manager will be permitted to move in or out of a Lot.
- 3.4 All moves in and out of the Building will only be permitted between the hours of 8.00 am and 4.30 pm Monday to Friday and between 8.00am to 1.00pm on Saturday, with no moves permitted to be made on Sundays or Public Holidays.
- 3.5 Any moves requested out of these hours will be at the absolute discretion of the Owners Corporation.
- 3.6 A Member or Occupier of a Lot must complete an Induction Form prior to and after the move.
- 3.7 A Member or Occupier of a Lot must give at least 3 days written notice prior to accepting delivery of or moving any large items or any heavy items, including but not limited to large articles, whitegoods and furniture.

- 3.8 No moving of any heavy or large items will be permitted if it has not been booked with the Manager.
- 3.9 All boxes, cartons and containers used in the move in or move out must be removed and taken away by the relevant Member or Occupier of a Lot .
- 3.10 A Member or Occupier of a Lot must make arrangements with the Manager as to a suitable location to leave boxes, cartons and containers used in the move in or move out process.
- 3.11 A Member or Occupier of a Lot must comply with all directions made by the Manager or Owners Corporation regarding moving in or moving out of its Lot.

4. Damage to Common Property

A Member or Occupier of a Lot must promptly notify the Manager of any damage to the Common Property.

5. Security

- 5.1 A Member or Occupier of a Lot must at its cost comply with the requirements of the Manager or the Owners Corporation regarding the security of the Common Property.
- 5.2 The Owners Corporation must take all reasonable steps to ensure the security of West Side Place from intruders and to preserve the safety of West Side Place from fire or other hazards including:
- (a) closing off or restricting access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
 - (b) permitting, to the exclusion of Members or Occupiers of a Lot, any part of the Common Property to be used by any security person; and
 - (c) restricting access of Members and Occupiers of Lots of one level of West Side Place to any other level.
- 5.3 The Owners Corporation may make Rules of use to ensure the security of West Side Place.
- 5.4 If the Owners Corporation restricts the access of Members or Occupiers of Lots under these Rules the Owners Corporation will provide 2 Security Keys to each Member.
- 5.5 The Owners Corporation may charge a reasonable fee for any additional Security Key.
- 5.6 A Member of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by an Occupier of its Lot including entering into an agreement under any lease or licence agreement to ensure return of the Security Key to the Member or the Manager on expiry of the Occupier's lease or licence.
- 5.7 A Member of a Lot in possession of a Security Key:
- (a) must not duplicate or permit the Security Key to be duplicated; and
 - (b) must take all reasonable steps to ensure that the Security Key is not lost or handed to any person other than an Occupier of its Lot and is not disposed of otherwise than by returning it to the Member or the Manager.
- 5.8 A Member or Occupier of a Lot must promptly notify the Manager if a Security Key is lost or destroyed.
- 5.9 Security Keys remain the property of the Owners Corporation.

6. Owners Corporation levies

- 6.1 A Member or Occupier of a Lot must:
- (a) pay administrative levies set by the Owners Corporation; and
 - (b) pay special levies set by the Owners Corporation, on the due date, according to its Lot Entitlement set out in the Plan.
 - (c) reimburse the Owners Corporation for any expenses paid on behalf of the Lot Owner which is the Lot Owner's sole responsibility.
- 6.2 The Owners Corporation may charge interest on outstanding levies at the rate of interest payable under the Penalty Interest Rates Act 1983.
- 6.3 The Owners Corporation may recover all of its costs in relation to:
- (a) the recovery of outstanding levies; and
 - (b) a breach of the Rules.

7. Compliance with Laws

A Member or Occupier of a Lot must at its cost promptly comply with all laws relating to its Lot including any requirements, notices and orders of an Authority.

8. Right of way

- 8.1 Each Member and Occupier of a Lot must:
- (a) without limiting the rights of the Owners Corporation under section 12(2) of the Subdivision Act 1988, to grant an easement of way ("**Easement**") over its Lot for the Owners Corporation to gain access to the plant and service areas and any service pipes or ducts located in the Lots which is for the benefit of each Lot and the Common Property and is necessary for the reasonable use and enjoyment of the Lots and the Common Property by Members and Occupiers of Lots;
 - (b) allow the Owners Corporation and its respective employees, agents, licensees, visitors and contractors to use the Easement to gain access to the plant and service areas and any service pipes or ducts located in the Lots without interruption and disruption; and
 - (c) not unreasonably interfere with or prevent the use of the Easement.

9. Appearance of Lot

A Member or Occupier of a Lot must not:

- (a) alter the exterior walls, exterior doors, glass walls or windows of its Lot without the prior written consent of the Owners Corporation;
- (b) maintain inside its Lot anything visible from outside its Lot which is not in keeping with the rest of the Building without the prior written consent of the Owners Corporation;
- (c) install or permit to be installed bars or grilles or other safety devices to the exterior of any windows or doors of its Lot; and

- (d) install or permit to be installed in any part of its Lot any bars, enclosures or grilles visible from outside its Lot not in keeping with the rest of the Building;

10. Building facilities and Building Services

10.1 A Member or Occupier of a Lot must:

- (a) only use Building Facilities and Building Services for their proper purpose; and
- (b) not allow any rubbish or foreign material or substance to be placed in any Building Facilities and Building Services.

10.2 Any costs or expenses resulting from damage or blockage to the Building Facilities and Building Services caused by a Member or Occupier of a Lot will be its responsibility.

11. Fire Control

11.1 A Member or Occupier of a Lot must:

- (a) not use, interfere with or obstruct any Fire Safety Device except in an emergency; and
- (b) observe and comply with all fire or emergency drills conducted in the Building.

11.2 The Owners Corporation or Manager must:

- (a) consult with any relevant Authority as to appropriate Fire Safety Devices for West Side Place;
- (b) ensure that the appropriate contractors are engaged to provide all adequate Fire Safety Devices in West Side Place to the satisfaction of all relevant Authorities;
- (c) ensure that the appropriate contractors are engaged to take all reasonable steps to ensure compliance with all fire laws in respect of West Side Place; and
- (d) ensure that a Member or Occupier of a Lot or any other person does not interfere with or activate any Fire Safety Device in West Side Place except in an emergency.

11.3 A Member or Occupier of a Lot will be responsible for all isolation and de-isolation of Fire Safety Device requests made by it at the cost rate set out by the authorised relevant essential services contractor plus any administration costs incurred by the Owners Corporation.

12. Plants

A Member or Occupier of a Lot who has pot plants on its Lot must at its cost:

- (a) ensure that the pot plants are properly maintained and securely fixed or tethered;
- (b) not over water so that water escapes onto its Lot, Common Property or other Lots; and
- (c) ensure that all pot plants have a suitable saucer for the collection of excess water.

13. Compliance with Rules and rules of use

13.1 A Member or Occupier of a Lot must at its cost:

- (a) comply with the Rules; and all directions and Rules of use set by the Manager or the Owners Corporation; and

ensure that its agents, licensees, invitees, contractors and visitors comply with the Rules and all directions and Rules of use set by the Manager or the Owners Corporation from time to time.

- 13.2 A breach of any directions or rules of use is a breach of the Rules.
- 13.3 A Member or Occupier of a Lot uses the Common Property at its own risk.
- 13.4 A Member or Occupier of a Lot must pay, within 7 days of notice from the Owners Corporation, the costs of the Owners Corporation in relation to:
- (a) remedying its breach of the Rules; and
 - (b) any damage caused by its breach of the Rules.

14. Garbage/rubbish

- 14.1 A Member or Occupier of a Lot must at its cost:
- (a) not dispose of garbage/rubbish onto the Common Property; and
 - (b) deposit all garbage and rubbish in the allocated recyclable bins specifically provided for that purpose and/or garbage/rubbish chute for general waste.
- 14.2 A Member or Occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation or the Manager from time to time but otherwise:
- (a) rubbish or refuse from a vacuum cleaner must be placed in a rubbish bag and securely closed before disposing of it in the garbage/rubbish chute;
 - (b) glass items must be completely drained, cleaned and deposited in the recycling bin for glass items;
 - (c) recyclable items, such as paper, cardboard and plastic are to be placed in the recycling chute for these items;
 - (d) all other garbage must be drained and securely wrapped in small parcels and deposited in the rubbish chute; and
 - (e) all cardboard boxes and packaging must be broken down and neatly placed in an area designated by the Manager.

15. Personal information of Members and Occupiers

- 15.1 The Owners Corporation may collect personal information about Members and Occupiers of Lots, including their name and address.
- 15.2 Personal information collected by the Owners Corporation may be disclosed to the Owners Corporation's agents and any sub-agents appointed to provide services to or carry out functions on behalf of the Owners Corporation.

16. Building Works

- 16.1 A Member or Occupier of a Lot must at its cost repair any damage to:
- (a) the Common Property;
 - (b) any other Lot;
 - (c) Building Facilities; and

- (d) **Building Services,**
caused by any building works carried out by it to its Lot (**Building Works**).
- 16.2 The Manager may, in its absolute discretion require a Member or Occupier of a Lot to pay a security deposit or bond (Bond) in relation to its obligations under this Rule.
- 16.3 The Owners Corporation may, in its absolute discretion, use the Bond to repair any damage to Common Property.
- 16.4 The Owners Corporation may stop all Building Works if the Member or Occupier of a Lot has not complied with the Rules.

17. **Hotel**

- 17.1 A Member or Occupier of a Lot must not:
- (a) use or permit its Lot or the Common Property to be used in such a way as to adversely affect the:
 - (i) quality and standard of the Hotel; and
 - (ii) the comfort of Hotel guests; and
 - (b) place any washing, towel, bedding, clothing or other article outside its Lot which are visible from:
 - (i) the Hotel; and
 - (ii) the exterior of the Building.
- 17.2 In this Rule:
- (a) Signage means signage installed:
 - (i) outside the Lot;
 - (ii) inside a Lot which is visible from the exterior of the Building; and
 - (iii) on the Common Property;
 - (b) Signage must:
 - (i) harmonise with the overall appearance of the Hotel;
 - (ii) be constructed of suitable and high quality materials; and
 - (iii) comply with any applicable law.
- 17.3 Any Building Works and any other works (including fitting out or refurbishment) carried out by a Member or Occupier of a Lot in accordance with these Rules must be conducted in such a way to minimise disruption to:
- (a) Hotel guests; and
 - (b) the operation of the Hotel.
- 17.4 The Trademarks are the property of Ritz-Carlton.
- 17.5 A Member or Occupier of a Lot must not:
- (a) claim ownership of; or
 - (b) use,

the Trademarks.

- 17.6 The Owners Corporation must ensure at its cost that:
- (a) the Common Property is maintained to a standard consistent with other comparable mixed-use developments in Melbourne and Australia; and
 - (b) the Hotel Operator, its employees, agents and contractors can access the Common Property at any time.

18. Developer Rights

- 18.1 Notwithstanding anything to the contrary contained in the Rules, for so long as the Developer is a Lot Owner or is engaged in any action required to complete the development at West Side Place or any mortgagee or chargee of the mortgagee of the Developer has an interest in any part of any Lot, these Rules will not apply to or be enforceable against the Developer or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Developer, their servant, agents, contractors and/or their mortgagee or chargee, may be engaged in or which may need to be carried out in order to complete construction of the Building and Building Facilities comprised in the development at West Side Place.
- 18.2 The Developer (including the successors, assigns, mortgagee or chargee) will be and are by this Rule in relation to the completion of the development at West Side Place, authorised by the Owners Corporation to:
- (a) erect any barriers, fences, hoardings, signs as the Developer deems necessary to facilitate any works to be carried out in relation to the West Side Place;
 - (b) notwithstanding anything herein contained take exclusive and sole possession of any parts of the Common Property as the Developer may need to have exclusive possession of in order to carry out any works or activities in relation to the West Side Place;
 - (c) exclude all and any Lot Owners or Occupiers or their agents or invitees from any parts of the Common Property as may be necessary in order to carry out any works in relation to the West Side Place;
 - (d) erect for sale promotional advertising or other signs as the Developer may require on any part of the Common Property;
 - (e) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer deems fit;
 - (f) limit or restrict access to certain areas of the West Side Place including areas of the Common Property in order to expeditiously complete the development at West Side Place; and
 - (g) provided that 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, will use its best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.
- 18.3 Upon written request by the Developer or its mortgagee or charge, the Owners Corporation will sign whatever consents authorities permits or other such documents as may be required to enable the Developer or its mortgagee or chargee to complete the development at West Side Place.
- 18.4 A Lot Owner must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule or contravene any right or reprieve afforded to the Developer under this Rule.

18.5

- 18.6 A Lot Owner must comply with the terms of any agreement between the Developer and the Owners Corporation that is disclosed to the Lot Owner.
- 18.7 In exercising its rights under this Rule, the Developer must act honestly and in good faith and with due care and diligence in the interests of Owners Corporation and must have regard to the amenity of Lot Owners. The Developer must only exercise its rights to the extent necessary for the genuine benefit of the Owners. The Developer must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Lot Owners.

PART D - ADDITIONAL RULES FOR RESIDENTIAL LOTS

1. Residential - use of Residential Lots

A Member or Occupier of a Residential Lot must not :

- (a) make or permit to be made any noise which may be heard outside its Residential Lot between Monday to Friday from 10.00pm to 7.00am, Saturday from 11.00pm to 8.00am and Sunday from 10.00pm to 7.00am;
- (b) use a Conventional Dryer on its Residential Lot and only a Condenser Dryer will be approved; and
- (c) conduct a business out of or use its Residential Lot for the conduct of a business including as a serviced apartment and short-term accommodation (less than 6 months).

2. Residential - Appearance of Residential Lot

A Member or Occupier of a Residential Lot must not:

- (a) operate or permit to be operated on its Residential Lot any device or electronic equipment which interferes with any appliance in the Building;
- (b) attach to or hang from the exterior of its Residential Lot any aerial or any security device or wires;
- (c) install or operate or permit to be installed or operated on its Lot any intruder alarm which emits an audible signal;
- (d) change any glazed, tinted or treated portions of its Residential Lot or the surrounding Common Property in a manner which alters the exterior appearance of its Residential Lot;
- (e) install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus on its Residential Lot that can be viewed from the exterior of the Building; and
- (f) place any washing, towel, bedding, clothing or other article on the balcony other than items defined in the Rules without the prior written consent of the Owners Corporation.

3. Residential – flammable material

A Member or Occupier of a Residential Lot must not store on its Residential Lot any flammable chemical, liquid, gas or other material other than a domestic gas bottle suitable for barbecues, in accordance with the following conditions:

- (a) the gas bottle must not be more than 9kg;
- (b) the gas bottle must not be filled with more than 8.5kg of gas by weight; and
- (c) only 1 gas bottle may be stored on a Residential Lot at any time.

4. Residential – pets and animals

- 4.1 A Member or Occupier of a Residential Lot may keep a domestic animal or pet on its Residential Lot if it has:

- (a) obtained the prior written consent of the Owners Corporation;
 - (b) registered the domestic animal or pet with the City of Melbourne Council, Owners Corporation and/or the Manager;
 - (c) provided a photograph of the domestic animal or pet to the Owners Corporation and/or the Manager; and
 - (d) ensured that the pet is kept in a suitable environment and is not in distress.
- 4.2 A Member or Occupier of a Residential Lot must at its cost ensure that its domestic animal or pet:
- (a) does not vomit, urinate or defecate on any Common Property;
 - (b) does not access the front of the Building or the Garden Recreation Area;
 - (c) is kept within its Residential Lot;
 - (d) is kept on a lead and/or carried in a cage whilst on the Common Property;
 - (e) is not left or tied up on Common Property for longer than is reasonably necessary; and
 - (f) does not create undue noise or unreasonably interfere with other Members or Occupiers.
- 4.3 A Member or Occupier of a Residential Lot:
- (a) must at its cost immediately clean any vomit, urine, faeces and any other mess or untidiness caused by the domestic animal or pet, including footprints; and
 - (b) is liable for any damage to any person, a Lot or the Common Property caused by its domestic pet or animal.

5. Residential - cleaning of Residential Lot and range hood

A Member or Occupier of a Residential Lot must at its cost:

- (a) keep its Residential Lot in a clean and tidy condition;
- (b) keep its Residential Lot free of pests and vermin; and
- (c) clean the filters of any range hood installed in its Residential Lot at least once every 3 months.

6. Residential – storage of bicycles

A Member or Occupier of a Residential Lot must:

- (a) only store a bicycle in the Bicycle Storage Facilities;
- (b) not use the lifts for taking bicycles to and from its Residential Lot; and
- (c) comply with the Rules of use for bicycles set by the Owners Corporation or Manager.

7. Residential – signs, blinds, umbrellas and awnings

- 7.1 A Member or Occupier of a Residential Lot must not erect or affix any sign or notice (including any for sale or for lease boards) to any part of the Common Property or its Residential Lot which is visible from outside its Residential Lot.

- 7.2 A Member or Occupier of a Residential Lot must only replace the blinds installed in the Residential Lot by the Developer with Window Coverings which have been approved by the Owners Corporation (**Approved Window Coverings**).
- 7.3 A Member or Occupier of a Residential Lot must not install:
- (a) any type of awnings, umbrella or other shade coverings to the balcony; and
 - (b) venetian, vertical blinds, roman blinds, curtains, to the windows,
- of its Residential Lot.
- 7.4 All window furnishings must be a Roller Blind type - either manual operated or motorised.
- 7.5 All roller blinds must be hung within the recessed ceiling pelmet where provided or surface mounted to the ceiling as near to the window framing as is reasonably practicable.

8. Residential - air conditioning and heating

A Member or Occupier of a Lot must not install any reverse cycle air-conditioning unit in its Residential Lot:

- (a) unless it meets the specifications of the original unit installed in its Lot; and
- (b) without the prior written consent of the Owners Corporation.

9. Residential - fly screens and security doors

- 9.1 A Member or Occupier of a Residential Lot must not install any fly screen or security door on the outside of:
- (a) the entrance door; and
 - (b) the sliding door on the balcony,
- of its Residential Lot.
- 9.2 A Member or Occupier of a Residential Lot may install a fly screen or security door on the inside of any door on its Residential Lot if it obtains the prior consent of the Owners Corporation and provides the Owners Corporation with:
- (a) an engineer's report; and
 - (b) scope of works.

10. Residential - mail

A Member or Occupier of a Residential Lot must:

- (a) clear its mail box every day; and
- (b) at its cost arrange for its mail box to be cleared by another person if it is absent for more than one night.

11. Residential – cleaning of Building

- 11.1 A Member or Occupier of a Residential Lot must allow the Owners Corporation cleaners access to the balconies and terraces on its Residential Lot to clean the Façade.

- 11.2 A Member or Occupier of a Residential Lot where anchor points are located must provide access with or without notice should notice not be able to be given in an emergency.
- 11.3 A Member or Occupier of a Residential Lot must at its cost clean where accessible:
- (a) balconies and terraces;
 - (b) windows;
 - (c) glass doors/areas, and
 - (d) external and internal facing,
- of its Residential Lot at least once per calendar month or within 7 days of a written notice from the Owners Corporation.

12. Residential – leasing a Lot

If a Member of a Residential Lot grants a lease or licence (**Lease**) of its Residential Lot to an Occupier it must at its cost:

- (a) ensure that Lease is not less than 6 months;
- (b) give the Occupier a current copy of the Rules;
- (c) ensure that the Rules are incorporated in the Lease as an essential term;
- (d) ensure that the Occupier and its visitors and invitees comply with the Rules;
- (e) take all action available to remedy a breach of the Rules by the Occupier ; and
- (f) give to the Manager and the Owners Corporation written notification of the Lease.

13. Residential – flooring

A Member or Occupier of a Residential Lot must not install Hard Flooring without:

- (a) a professional acoustic report;
- (b) a professional report setting out waterproof membrane requirements; and
- (c) the prior written consent of the Owners Corporation.

14. Residential – Amenities (Function Room, Private Dining and Living Facilities, Reading Room, Meeting Rooms, Karaoke Room, Cinema, Virtual Golf, Kitchen, Residential Lounge, Club Lounge)

- 14.1 The Amenities are for use by Members or Occupiers of a Residential Lots and their guests. The Lot Owner is responsible for the actions of the Occupier or the Invitees within the area. The areas must be satisfactorily cleaned and all power supply/gas supply turned off after use and any additional costs incurred (covering damage, additional cleaning, etc) will be charged to the Owner of the lot.
- 14.2 Any person under the age of 16 must be accompanied by an adult at all times whilst using the Amenities.
- 14.3 Only two guests per Residential Lot are permitted to use each of the Amenities at any one time unless a prior booking is made with the Manager.

- 14.4 Guests must be accompanied by the relevant Member or Occupier of a Residential Lot at all times.
- 14.5 All users of the Amenities do so at their risk.
- 14.6 Lot Owners and Occupiers must provide all information about and gain written approval for any proposed function as required by Building Management including but not limited to, the nature and duration of the function, the number of proposed attendees, and whether and what type of external catering or other suppliers will be attending the function.
- 14.7 The use of any of the Amenities must be booked with the Manager prior to use.
- 14.8 Persons using the Amenities must not make any undue noise or behave in a manner likely to interfere with the peaceful enjoyment of any other Lot Owner or Occupier or any other person lawfully using Common Property.
- 14.9 The management of the Amenities (including functions, availability, and use) is at the absolute discretion of the Building Management, acting in the interests of all Owners and Occupiers.
- 14.10 The initial hours of use for the Amenities between 8.00am and 11:30pm and must be observed by all Owners or Occupiers using the Amenities. Access to and the hours of use can be adjusted by the Owners Corporation or Manager at its full discretion at any time.
- 14.11 A Lot Owner or Occupier must be in appropriate attire at all times whilst using the Amenities.
- 14.12 Security may need to be provided at the direction and in the absolute discretion of the Owners Corporation and at the cost of the Owner or Occupier utilising the Amenities.
- 14.13 Improper use of the Amenities may result in bans/restrictions of use being imposed on the Owner and/or Occupier in the Owners Corporation's absolute discretion.
- 14.14 The following items are not permitted in the Amenities:
- (a) excessive alcohol;
 - (b) smoking;
 - (c) pets;
 - (d) amplified music;
 - (e) glass objects;
 - (f) sharp objects; and
 - (g) portable personal and private barbeques.
- 14.15 The Owners Corporation may make rules of use for their Amenities.

15. Residential – Terraces

- 15.1 This Rule applies to the Terraces in addition to Rule 14.
- 15.2 A Member or Occupier of a Residential Lot must:
- (a) only use the Terraces between 6.00am and 11.00pm 7 days a week or as otherwise directed by the Owners Corporation or Manager; and
 - (b) be in appropriate attire at all times in the Terraces.
- 15.3 The following items are not permitted in the Terraces on Level 6:
- (a) pets;

- (b) amplified music;
 - (c) sharp objects; and
 - (d) portable personal and private barbeques.
- 15.4 A Member or Occupier of a Residential Lot must comply with the following conditions in relation to the barbeques unless specified otherwise by the Manager and/or Owners Corporation:
- (a) the use of a barbecue must be booked with the Manager prior to use;
 - (b) the hours of use for the barbeques are 8.00 am to 10:00 pm; and
 - (c) the barbeques (including the barbeque area) must be properly cleaned after use.

16. Residential – Pool

- 16.1 This Rule applies to the Pool in addition to Rule 14.
- 16.2 A Lot Owner and/or Occupier of a lot must observe the following rules in relation to use of the pool and the pool deck area and the outdoor space area, and ensure that any invitees of the Lot Owner and/or Occupier do not use the swimming pool and outdoor spa area except in accordance with the following rules:-
- (a) A Member or Occupier of a Residential Lot must only use the Pool 6.00 am and 11:00 pm, or as otherwise directed by the Owners Corporation or Manager. Access to and the hours of use can be adjusted by the Owners Corporation or Manager at its full discretion at any time.
 - (b) For the hygiene of all users of the pool, all users must shower before entering the pool;
 - (c) Children under the age of 16 must be supervised by an adult at all times in the pool;
 - (d) All users of the pool must dry off before leaving the Pool;
 - (e) Footwear must be worn to and from the Pool;
 - (f) Appropriate attire must be worn in the Pool at all times. Nude bathing is prohibited, and females must wear a bathing top;
 - (g) Jumping, diving, running, ball games, noisy or hazardous activities are not permitted in the Pool;
 - (h) Not, operate any pool equipment without the prior written consent of the Manager.
 - (i) All users of the Pool do so at their own risk;
- 16.3 The following items are not permitted in the Pool:
- (a) alcohol and food;
 - (b) smoking;
 - (c) pets;
 - (d) amplified music;
 - (e) glass objects;
 - (f) drinking glasses;
 - (g) sharp objects;

- (h) portable personal and private barbeques; and
 - (i) boogie boards and large inflatable objects.
- 16.4 A Lot Owner and/or Occupier must ensure that their guests comply with any directions of these rules.

17. Residential – Gymnasium

- 17.1 This Rule applies to the Gymnasium in addition to Rule 14.
- 17.2 A Lot Owner and/or Occupier of a lot must observe the following rules in relation to the use of the Gymnasium.
- (a) Glass objects, drinking glasses and sharp objects are not permitted in the Gymnasium.
 - (b) The Gymnasium is for use by residents only.
 - (c) Alcohol and food are not allowed in the Gymnasium.
 - (d) Smoking is not permitted in the Gymnasium.
 - (e) All users of the Gymnasium must carry a towel at all times and wipe down equipment after use.
 - (f) Hours of use are from 5.00am to 11.00pm only on weekdays and weekends. Access to and the hours of use can be adjusted by the Owners Corporation or Manager at its full discretion at any time.
 - (g) Suitable footwear must be worn to and from the Gymnasium and, whilst in the gymnasium, socks and gym shoes are to be worn at all times.
 - (h) Suitable clothing (excluding swimwear) is to be worn whilst in the Gymnasium.
 - (i) All users of the Gymnasium must turn off all lights and air conditioning when last to leave.
 - (j) Users of the fitness studio must be professionally inducted on the equipment prior to using the Gymnasium.
 - (k) All users of the Gymnasium do so at their own risk.
 - (l) No music, other than that provided by the Owners Corporation is allowed in the Gymnasium.

Owners Corporations Regulations 2018 S.R. No. 154/2018

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.

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.

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** 26/02/2025
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 **1303B/250 Spencer Street,
Melbourne, VIC, 3000,
Car park: N/A – Storage Cage: N/A**

3. **Rental provider details**
Name: **Cyrus Brooks and Tricia Lee**
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	Kathleen Marilyn Halim
Current Address	1303B/250 Spencer Street, Melbourne, VIC, 3000
Email of Renter 1	kthleenlim@gmail.com
Phone number of Renter 1	0472 523 418

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: **5/06/2025** (this is the date the agreement starts and you may move in)

End date: **4/06/2026**

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 (\$) **\$2,477.00** (payable in advance)
To be paid per week fortnight calendar month
Day rent is to be paid on the **4th** of each month.

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: **\$2,303.00**
Date bond payment due: **PAID**

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.

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

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

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

kthleenlim@gmail.com

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	Laika Charles
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.

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

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.

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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.

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- (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.

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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.

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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;

- (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 provider 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

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- 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 done 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.

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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

Laika Charles
Laika Charles (Feb 26, 2025 13:16 GMT+11)

*Signature of AGENT
on behalf of the
RENTAL PROVIDER*

Laika Charles
Name

26/02/2025
Date

RENTER

Kathleen Marilyn Halim
Kathleen Marilyn Halim (Feb 26, 2025 14:11 GMT+9)

Signature of RENTER 1

Kathleen Marilyn Halim
Name

26/02/2025
Date

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Appendix

1. [Privacy Collection Notice](#)
2. [Rental Disclosure Statement](#)
3. [Emergency Contact Details](#)
4. [Owners Corporation Rules](#) (as the case may be)

Prepared on: 26 February 2025

RRA_1303B 250 Spencer St_05.06.25-04.06.26

Final Audit Report

2025-02-26

Created:	2025-02-26
By:	Xynergy Realty AL (info.altona@xynergy.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGUxxP7QbgWxgVmN-NSvPVIS4sSmJzzuq

"RRA_1303B 250 Spencer St_05.06.25-04.06.26" History

 Document created by Xynergy Realty AL (info.altona@xynergy.com.au)

2025-02-26 - 2:14:04 AM GMT- IP address: 117.54.99.210

 Document emailed to pm3.al@xynergy.com.au for signature


2025-02-26 - 2:14:10 AM GMT

 Email viewed by pm3.al@xynergy.com.au

2025-02-26 - 2:16:20 AM GMT- IP address: 66.249.84.225

 Signer pm3.al@xynergy.com.au entered name at signing as Laika Charles

2025-02-26 - 2:16:41 AM GMT- IP address: 117.54.99.210

 Document e-signed by Laika Charles (pm3.al@xynergy.com.au)


Signature Date: 2025-02-26 - 2:16:43 AM GMT - Time Source: server- IP address: 117.54.99.210

 Document emailed to kthleenlim@gmail.com for signature

2025-02-26 - 2:16:44 AM GMT

 Email viewed by kthleenlim@gmail.com

2025-02-26 - 5:10:20 AM GMT- IP address: 104.28.120.135

 Signer kthleenlim@gmail.com entered name at signing as Kathleen Marilyn Halim

2025-02-26 - 5:11:55 AM GMT- IP address: 111.65.71.183

 Document e-signed by Kathleen Marilyn Halim (kthleenlim@gmail.com)

Signature Date: 2025-02-26 - 5:11:57 AM GMT - Time Source: server- IP address: 111.65.71.183

 Agreement completed.

2025-02-26 - 5:11:57 AM GMT

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.

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.