Contract of Sale of Land

Property:

Unit 5610 & Lot L7CP02, 500 ELIZABETH Street, Melbourne VIC 3000

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:102383

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../…..……/2024

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

State nature of authority, if applicable: ....

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act* 1962

SIGNED BY THE VENDOR: .....

..... on ...../…..……/2024

Print names(s) of person(s) signing: **SWANNY JO**

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--Lisa Suryawan

Address:

Email: lisa.s@xynergy.com.au

Tel: 0450 540 168 Mob: Fax: Ref:

Vendor

Name: SWANNY JO

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Link West Conveyancing

Address: 45/JUPITER DRIVE, Truganina VIC 3029

Email: jeff@linkwestconveyancing.com.au

Tel: 0490 118 948 Mob: Fax: Ref: 102383

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11687	Folio	272	5610	PS 702914M
Volume	11633	Folio	016	L7CP02	PS 702914M

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 5610 & Lot L7CP02, 500 ELIZABETH Street, Melbourne VIC 3000

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

Payment

Price $ .....

Deposit $ ..... by ..... (of which ..... has been paid)

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

☐ a residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: .....

Loan amount: no more than ..... Approval date: .....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

Special condition 1 – Payment

General condition 14 is replaced with the following:

14. Deposit

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

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

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

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

14.4 Payments may be made or tendered:

(a) up to $1,000 in cash; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

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

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

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

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

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

Special condition 2 – Acceptance of title

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

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

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

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

(a) the price includes GST; or

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

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

Special condition 4 – Adjustments

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

Special condition 5 – Service

General condition 27 is replaced with the following:

27. SERVICE

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

27.2 A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 20.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the

Electronic Transactions (Victoria) Act 2000.

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

Special condition 6 – Electronic conveyancing

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

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

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

6.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

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

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

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

6.6 Settlement occurs when the workspace records that:

(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

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

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

6.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;

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

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.

Special condition 7 – Condition of the Property

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

7.2 The property and any chattels are sold:

(a) in their present condition and state of repair.

(b) subject to all defects latent and patent.

(c) subject to any infestations and dilapidation.

(d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property.

(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and

(f) subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto

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

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

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

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

Special condition 8 – Deposit

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

Special condition 9 – Forms of Payment

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

Special condition 10 – Default not remedy

General conditions 35.4 of the contract of sale is added:

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

10.1 Interests on any loan secured on the property from the original settlement date until the property can settle.

10.2 Penalties, interest and charges incurred as a result of not being able to settle a purchase of another property.

10.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

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

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

Special Condition 12 - Rescheduled Settlement

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

Special Condition 13 - SWIMMING POOL AND/OR SPA

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

Special condition 14- OWNER CORPORATION:

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

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

1.1 In this general condition “electronic signature “means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their be half, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

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

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page

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

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

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

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

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

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

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

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

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

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

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

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

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

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

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

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

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

(b) the objection or requirement is not withdrawn in that time.

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

13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

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

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

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

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

15. DEPOSIT BOND

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

16. BANK GUARANTEE

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

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

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

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

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

18. ELECTRONIC SETTLEMENT

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

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

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

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

(a) the electronic lodgement network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic 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 lodgment.

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;

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

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

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

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

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

(a) the settlement is conducted through an electronic lodgment network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

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

(a) settlement is conducted through an electronic lodgment network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgment network.

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

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner

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

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

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

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

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

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the

vendor.

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

GUARANTEE and INDEMNITY

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

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

a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

c) by time given to the Purchaser for any such payment performance or observance;

d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

This | Day of | 20

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

Vendor Statement

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

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

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

Land	UNIT 5610 & LOT L7CP02, 500 ELIZABETH STREET, MELBOURNE VIC 3000

Vendor's name	SWANNY JO	Date / /
Vendor's signature	_____	

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

1. FINANCIAL MATTERS

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

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

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

Not Applicable

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of title document/s.

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

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

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme:**

See attached planning Property report

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

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

6. OWNERS CORPORATION

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

See attached

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services X

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 11633 FOLIO 016

Security no : 124119404939C
Produced 28/10/2024 06:31 PM

LAND DESCRIPTION

Lot L7CP02 on Plan of Subdivision 702914M.
PARENT TITLE Volume 04702 Folio 247
Created by instrument PS702914M 10/02/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SWANNY JO of JL SUNGAI POSO NO 63 MAKASSAR INDONESIA
AN253563F 08/11/2016

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.

AGREEMENT Section 173 Planning and Environment Act 1987
AM488971L 19/01/2016

DIAGRAM LOCATION

SEE PS702914M FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: CARSPACE 702C 500 ELIZABETH STREET MELBOURNE VIC 3000

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS702914M

DOCUMENT END

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

VOLUME 11687 FOLIO 272

Security no : 124119404840J
Produced 28/10/2024 06:25 PM

LAND DESCRIPTION

Lot 5610 on Plan of Subdivision 702914M.
PARENT TITLE Volume 11633 Folio 114
Created by instrument PS702914M Stage 3 24/06/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SWANNY JO of JL SUNGAI POSO NO 63 MAKASSAR INDONESIA
AN253563F 08/11/2016

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.

AGREEMENT as to part Section 173 Planning and Environment Act 1987
AM488968Y 19/01/2016

AGREEMENT as to part Section 173 Planning and Environment Act 1987
AM488971L 19/01/2016

DIAGRAM LOCATION

SEE PS702914M FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 5610 LEVEL 56 500 ELIZABETH STREET MELBOURNE VIC 3000

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS702914M

DOCUMENT END

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PLAN OF SUBDIVISION

EDITION 3

PS 702914M

LOCATION OF LAND

PARISH: MELBOURNE NORTH
CITY OF MELBOURNE

TOWNSHIP: ----

SECTION: 43

CROWN ALLOTMENT: 18

CROWN PORTION: ----

TITLE REFERENCE: VOL 4702 FOL 247

LAST PLAN REFERENCE: TP 410296B

POSTAL ADDRESS: (at time of subdivision) 51 – 55 THERRY STREET, 496–502 ELIZABETH STREET, MELBOURNE, 3000

MGA 94 CO–ORDINATES: (approx. centre of land in plan) E 320 450 N 5 813 620 Zone: 55

Council Name: Melbourne City Council

Council Reference Number: SA-2015-77
Planning Permit Reference: TP-2014-323
SPEAR Reference Number: S072554H

Certification

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

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988
Has been made and the requirement has been satisfied at Certification

Digitally signed by: Leon Kyle Wilson for Melbourne City Council on 20/01/2016

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

/// /// /// — DENOTES STRUCTURE (NON BOUNDARY)
B - BALCONY
P - PROJECTION
CP No.1 - COMMON PROPERTY No.1

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

PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB
SEE ALSO SECTION A-A'

NOTATIONS

STAGING This is/~~is not~~ a staged subdivision
Planning Permit No.

DEPTH LIMITATION DOES NOT APPLY

SURVEY This plan is/~~is not~~ based on survey SEE BP 3006L

This survey has been connected to permanent marks no(s)
In Proclaimed Survey Area No.

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS
EXTERIOR FACE: BOUNDARIES MARKED E
INTERIOR FACE: ALL OTHER BOUNDARIES

COMMON PROPERTY No. 1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS, AND INCLUDES THE STRUCTURE THAT DEFINE BOUNDARIES (EXCEPT AS DEFINED 'E')

ALL SLABS, BEAMS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN ON THIS PLAN ARE IN COMMON PROPERTY No 1 UNLESS SHOWN OTHERWISE

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

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

LICENSED SURVEYOR ANDREI FIJAN

DATE 02/12/15 REFERENCE 29020003
VERSION F DRAWING 2902000JF

ORIGINAL SHEET SIZE A3
SHEET 1 OF 84 SHEETS

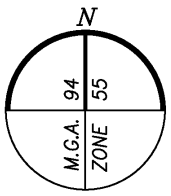
Digitally signed by: ANDREI FIJAN (Bosco Jonson Pty Ltd), Surveyor's Plan Version (F), 08/12/2015 Amended: 10/02/2016

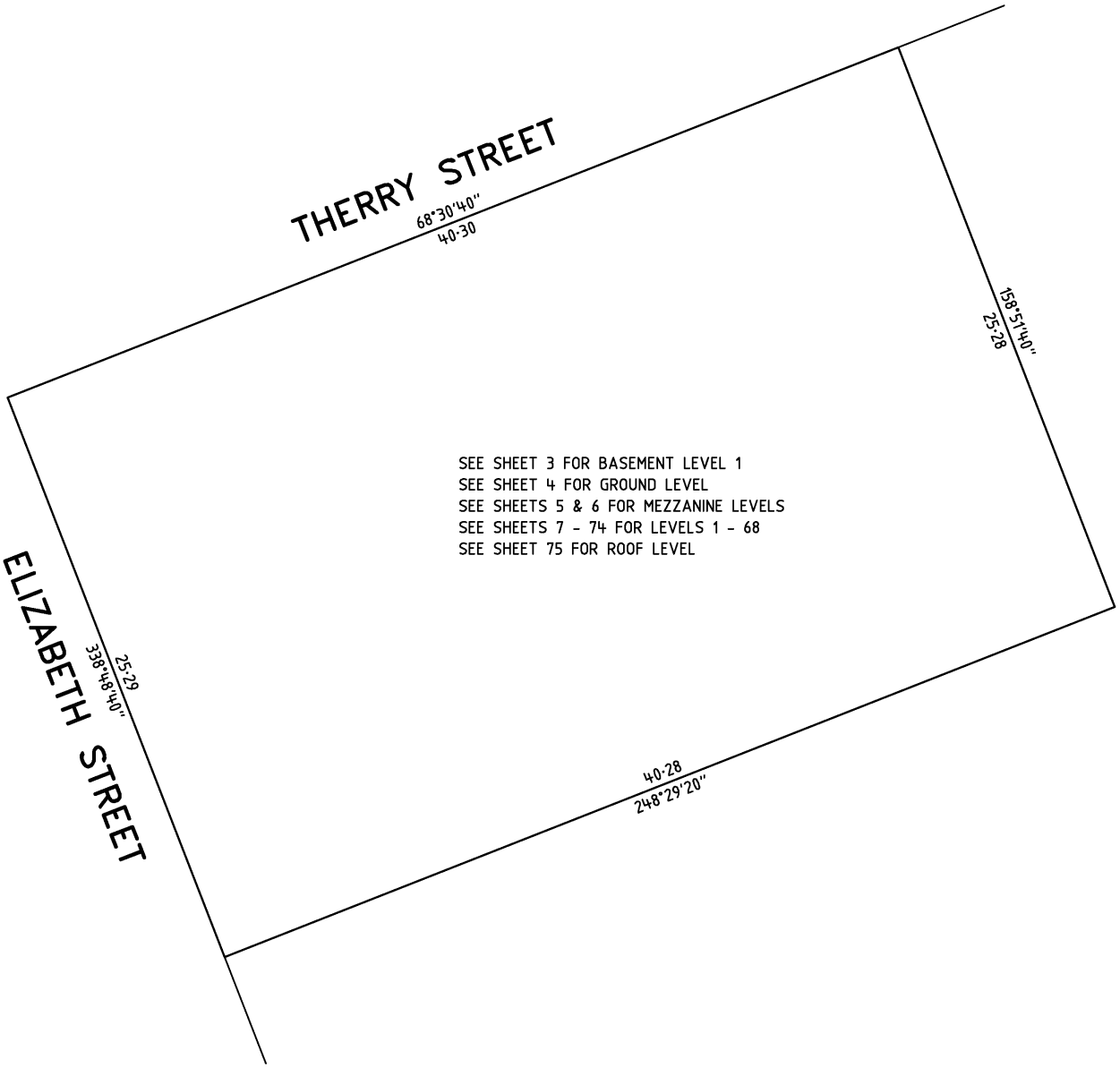
THIS IS A LAND VICTORIA COMPILED PLAN
FOR DETAILS SEE MODIFICATION TABLE HEREIN

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PLAN OF SUBDIVISION

PS 702914M





SEE SHEET 3 FOR BASEMENT LEVEL 1
SEE SHEET 4 FOR GROUND LEVEL
SEE SHEETS 5 & 6 FOR MEZZANINE LEVELS
SEE SHEETS 7 - 74 FOR LEVELS 1 - 68
SEE SHEET 75 FOR ROOF LEVEL

SITE DIAGRAM
DIAGRAM 1

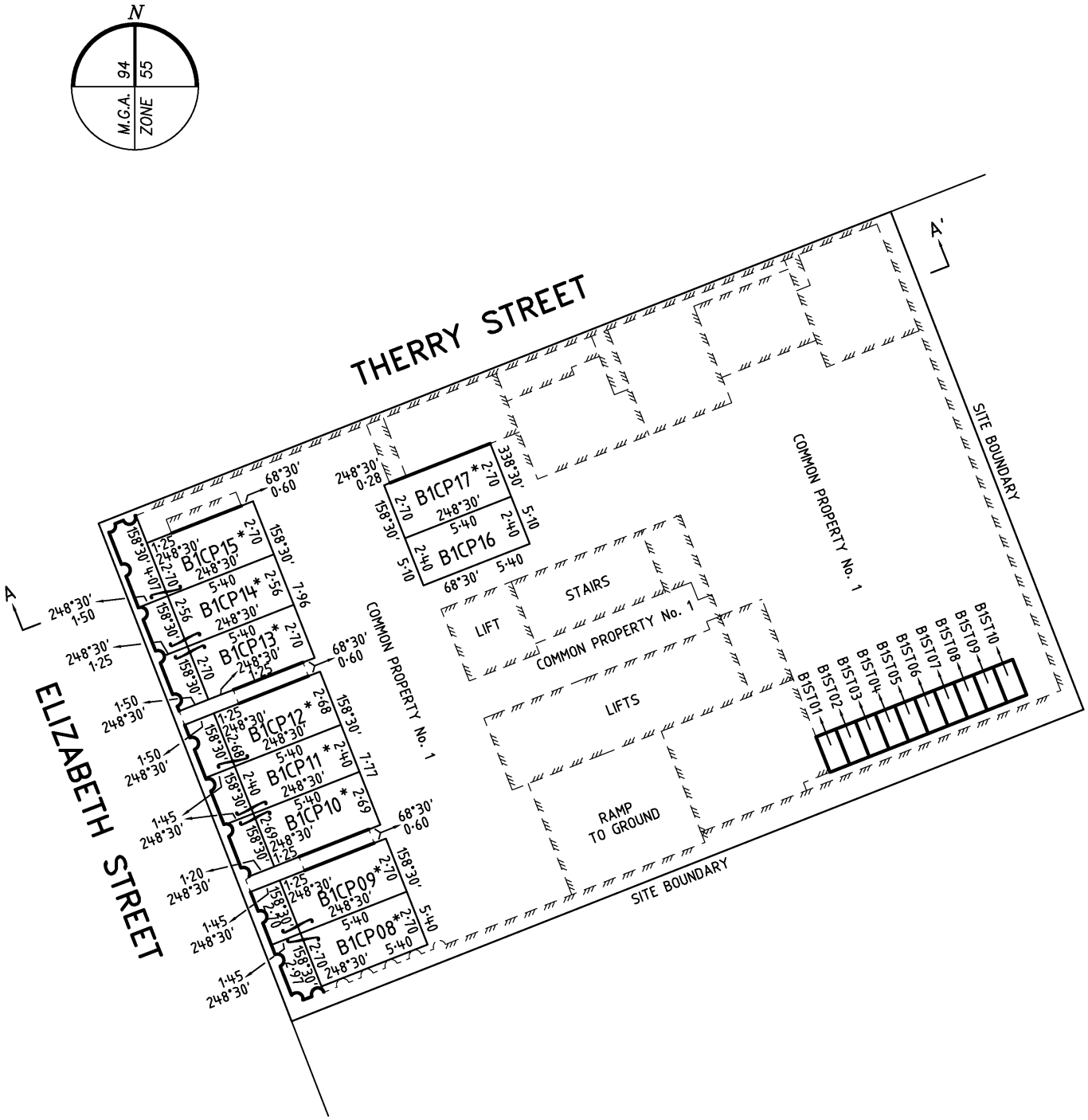
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16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 2

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PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB
SEE ALSO SECTION A-A'

BASEMENT LEVEL 1
DIAGRAM 2

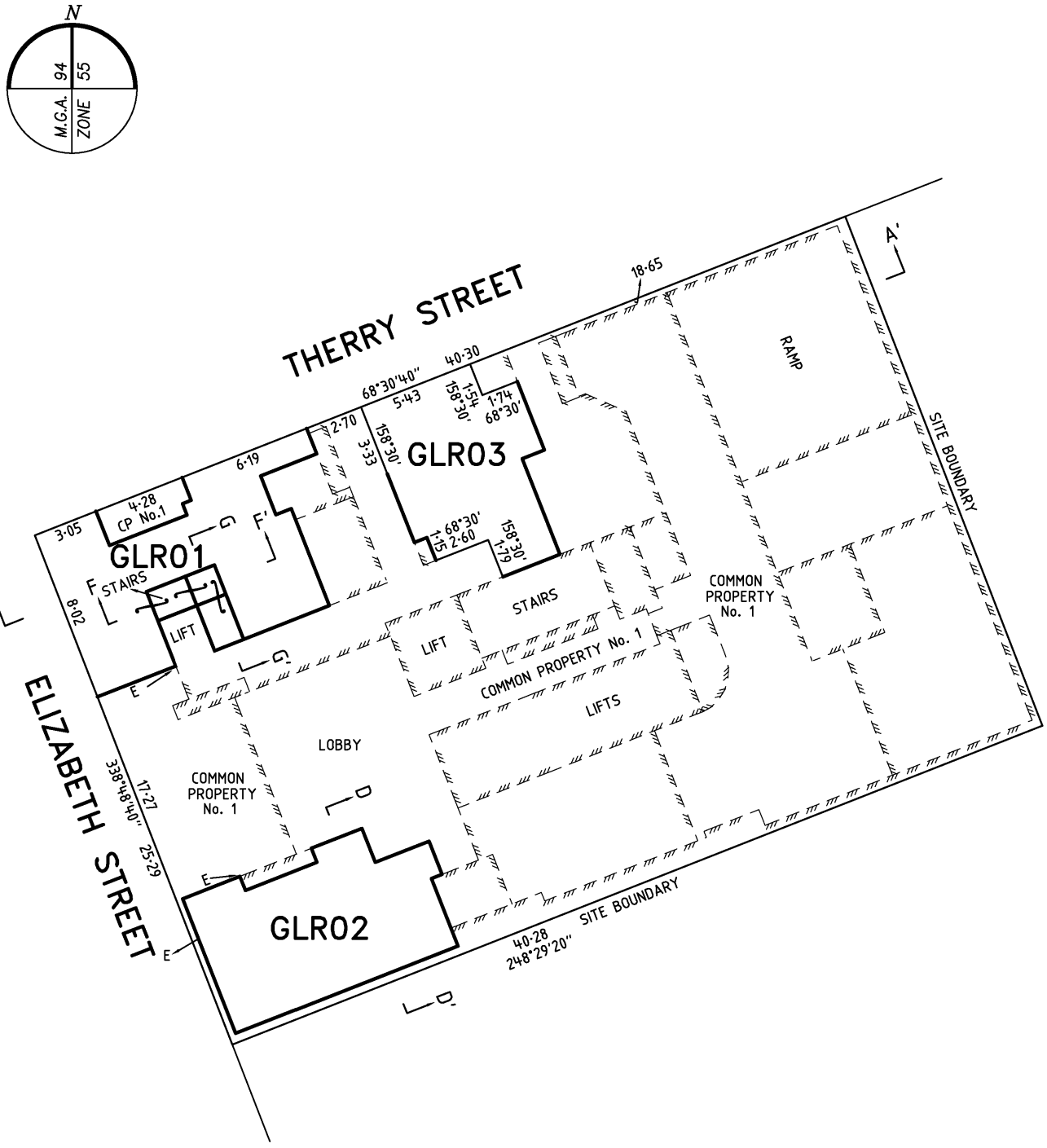
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VERSION	DRAWING 2902000JF		SHEET 3

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GROUND LEVEL
DIAGRAM 3

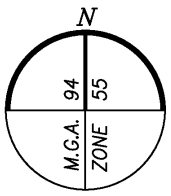
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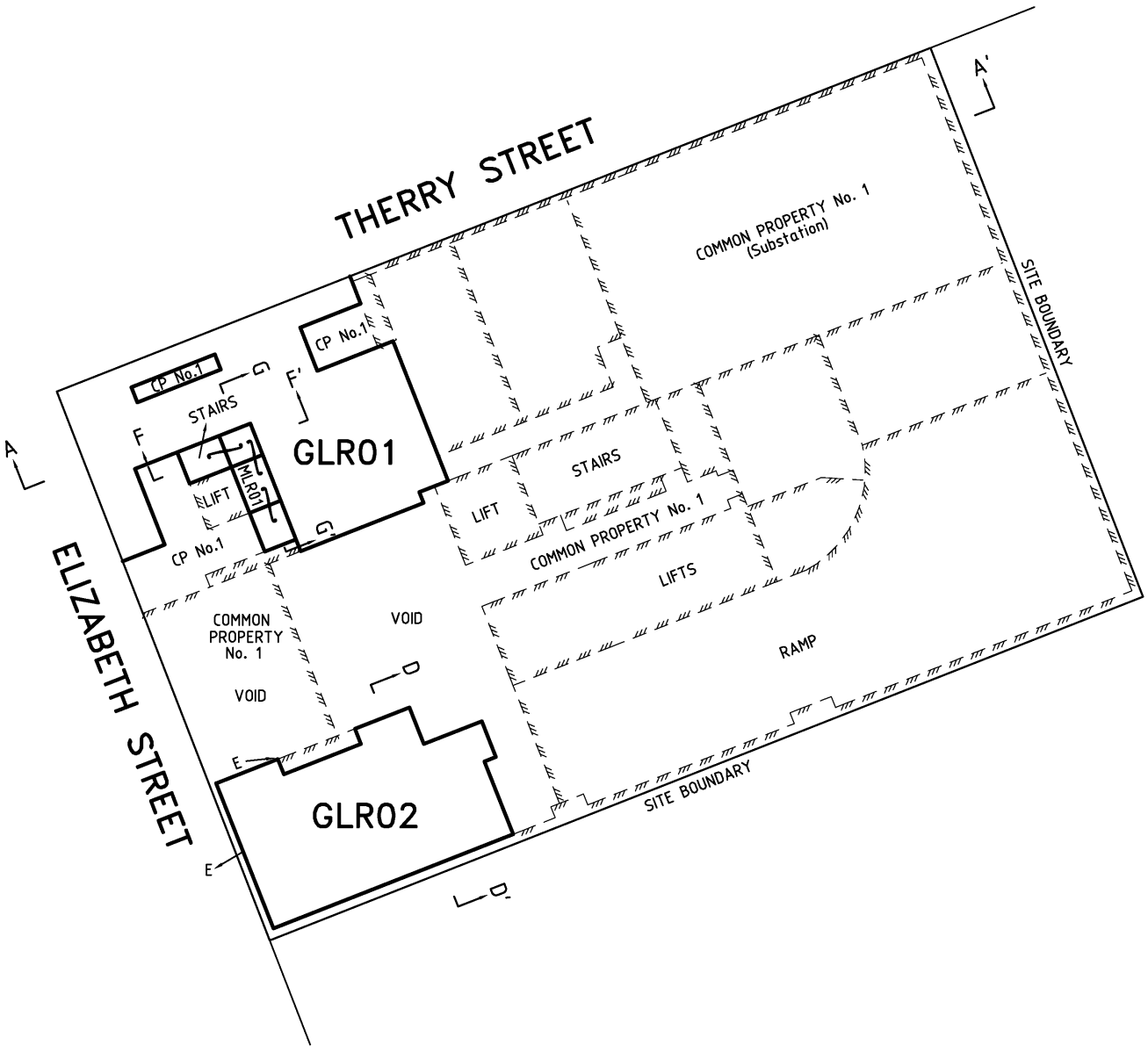
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MEZZANINE A LEVEL
DIAGRAM 4

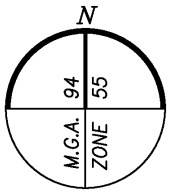
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VERSION	DRAWING 2902000JF		SHEET 5

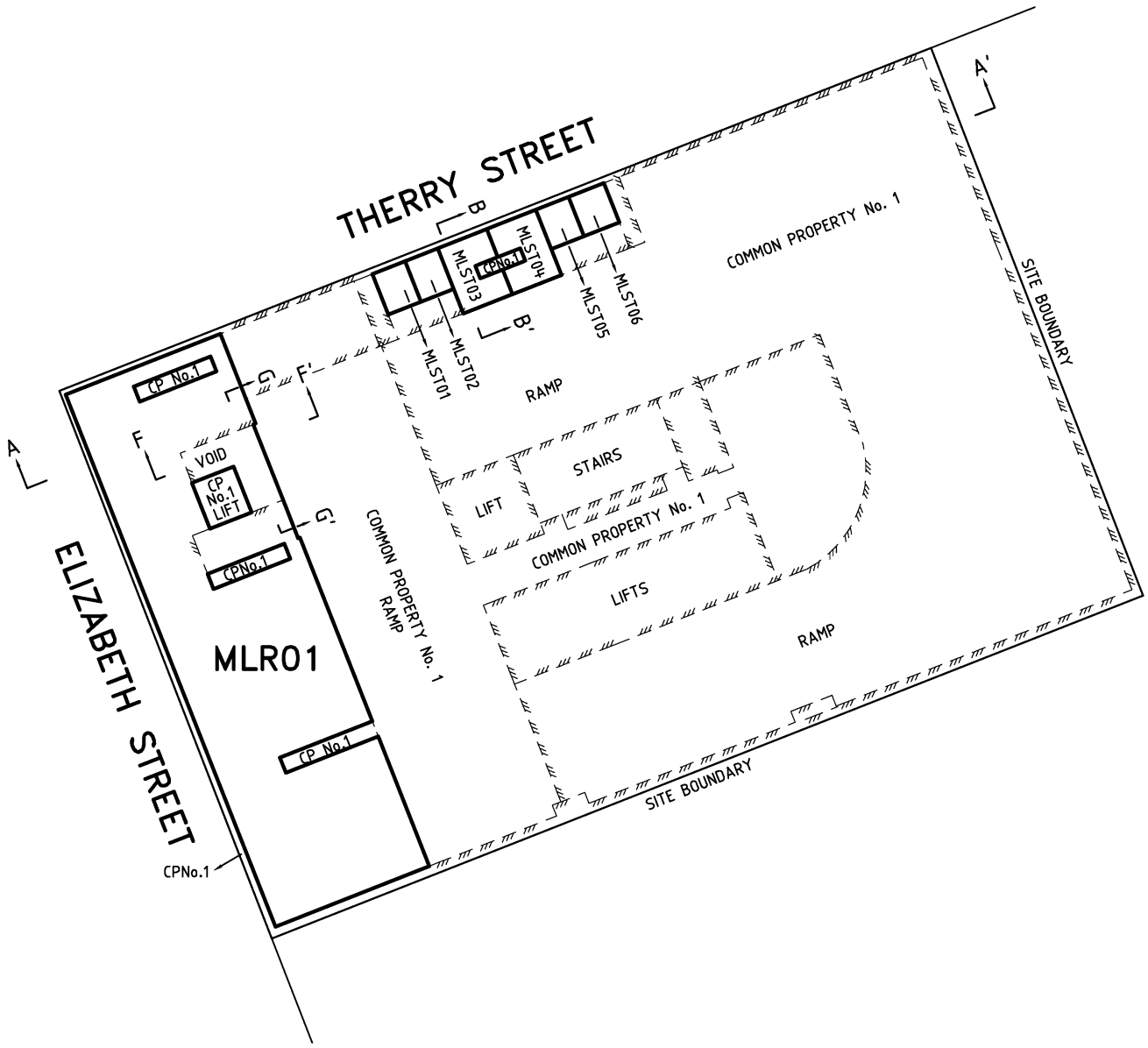
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MEZZANINE B LEVEL
DIAGRAM 5

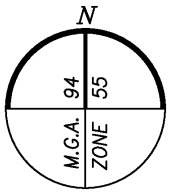
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VERSION	DRAWING 2902000JF		SHEET 6

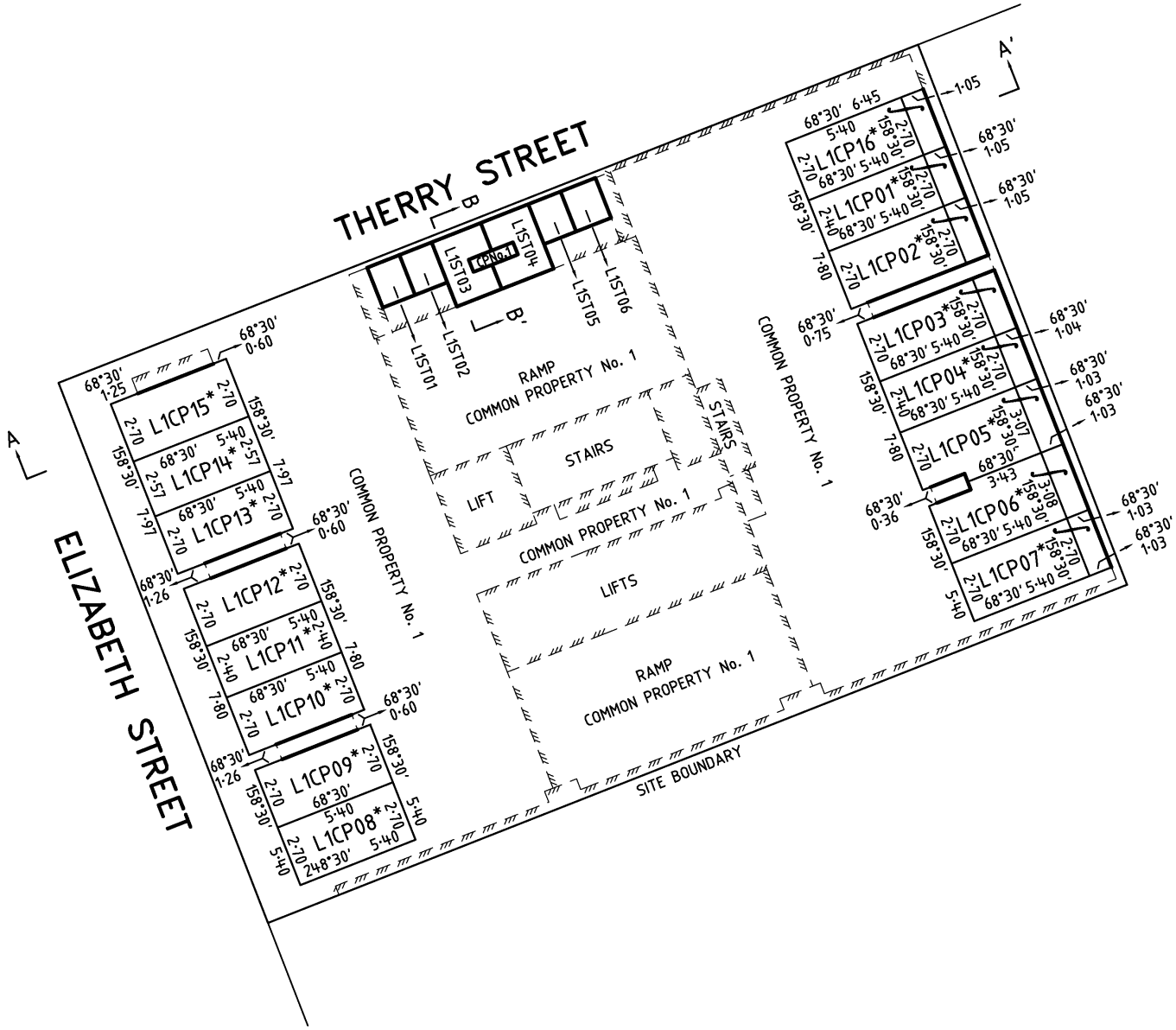
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LEVEL 1
DIAGRAM 6

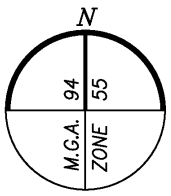
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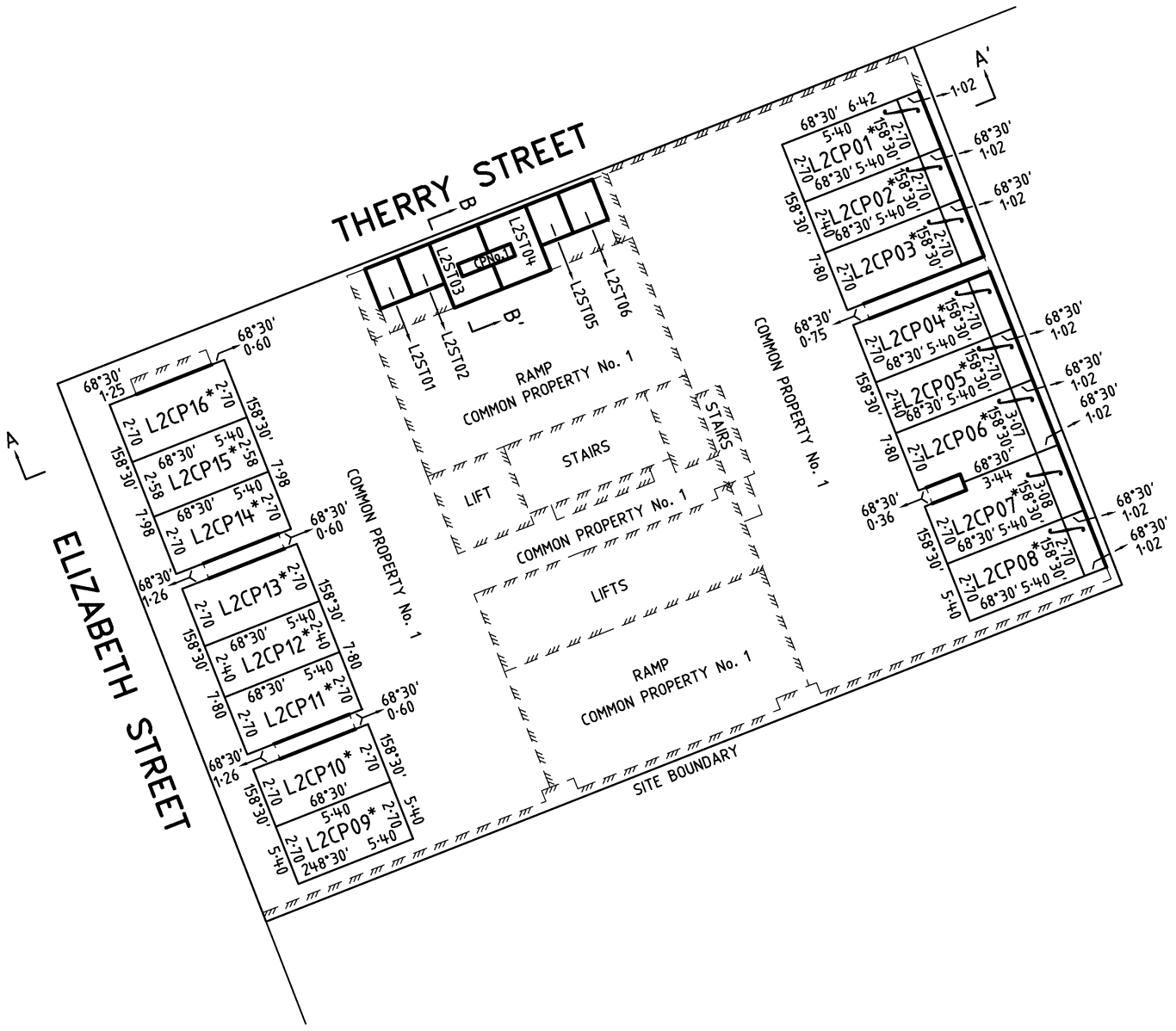
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 7

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PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB
SEE ALSO SECTION A-A'

LEVEL 2
DIAGRAM 7

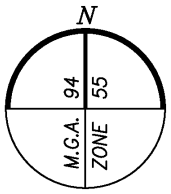
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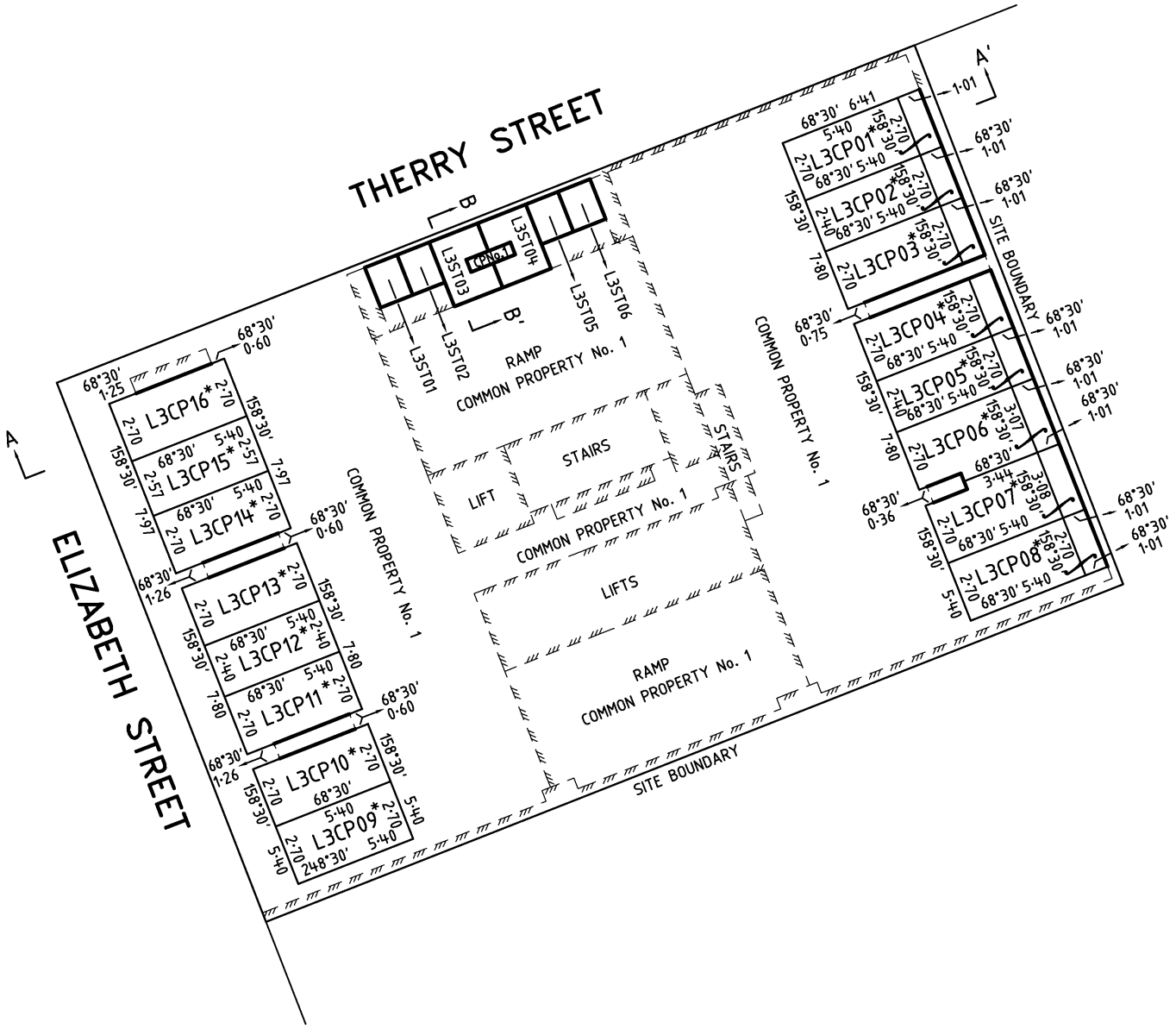
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DATE	REFERENCE 29020003	ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF	SHEET 8

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PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB
SEE ALSO SECTION A-A'

LEVEL 3
DIAGRAM 8

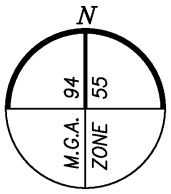
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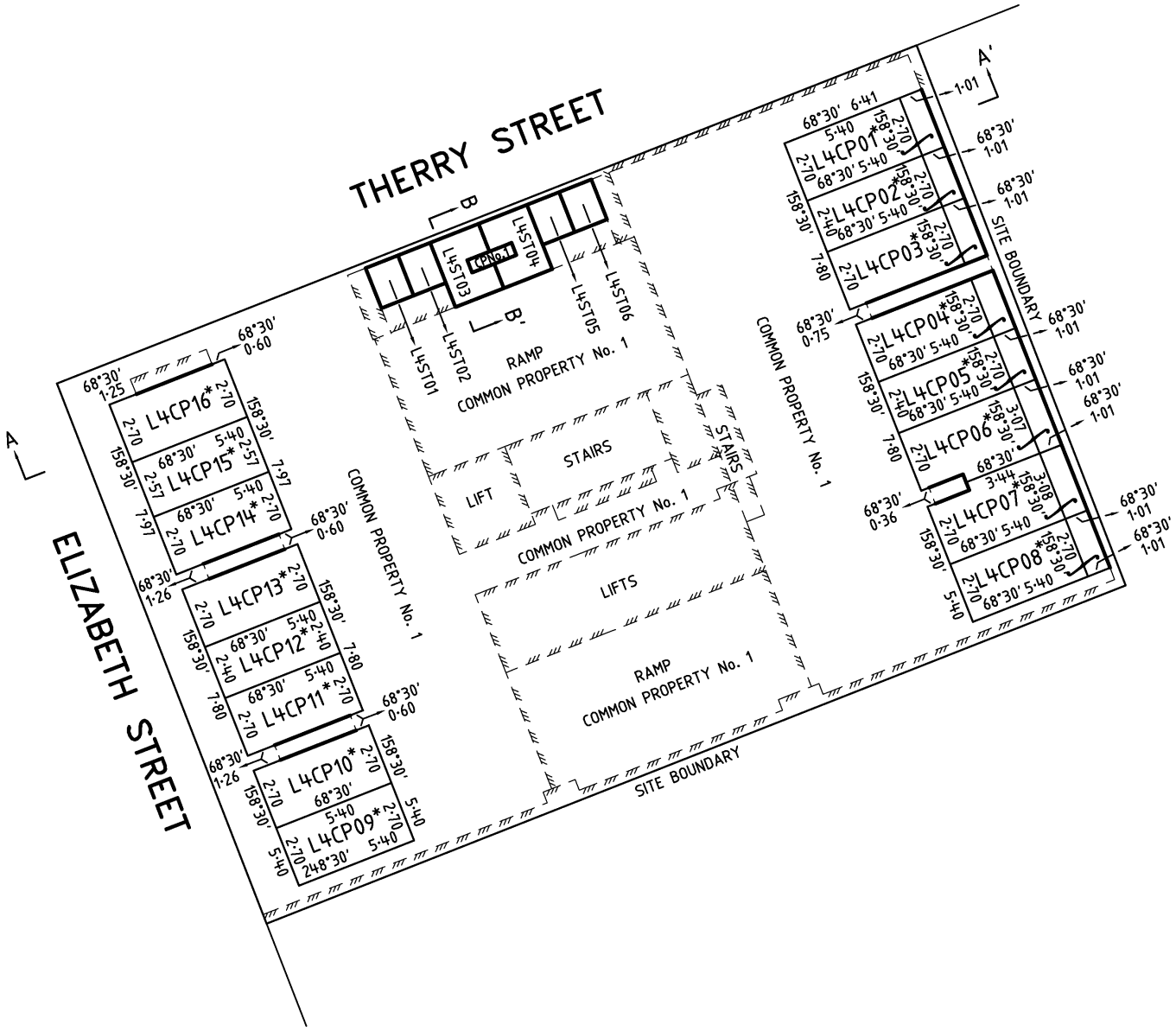
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 9

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PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB
SEE ALSO SECTION A-A'

LEVEL 4
DIAGRAM 8A

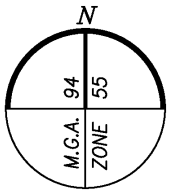
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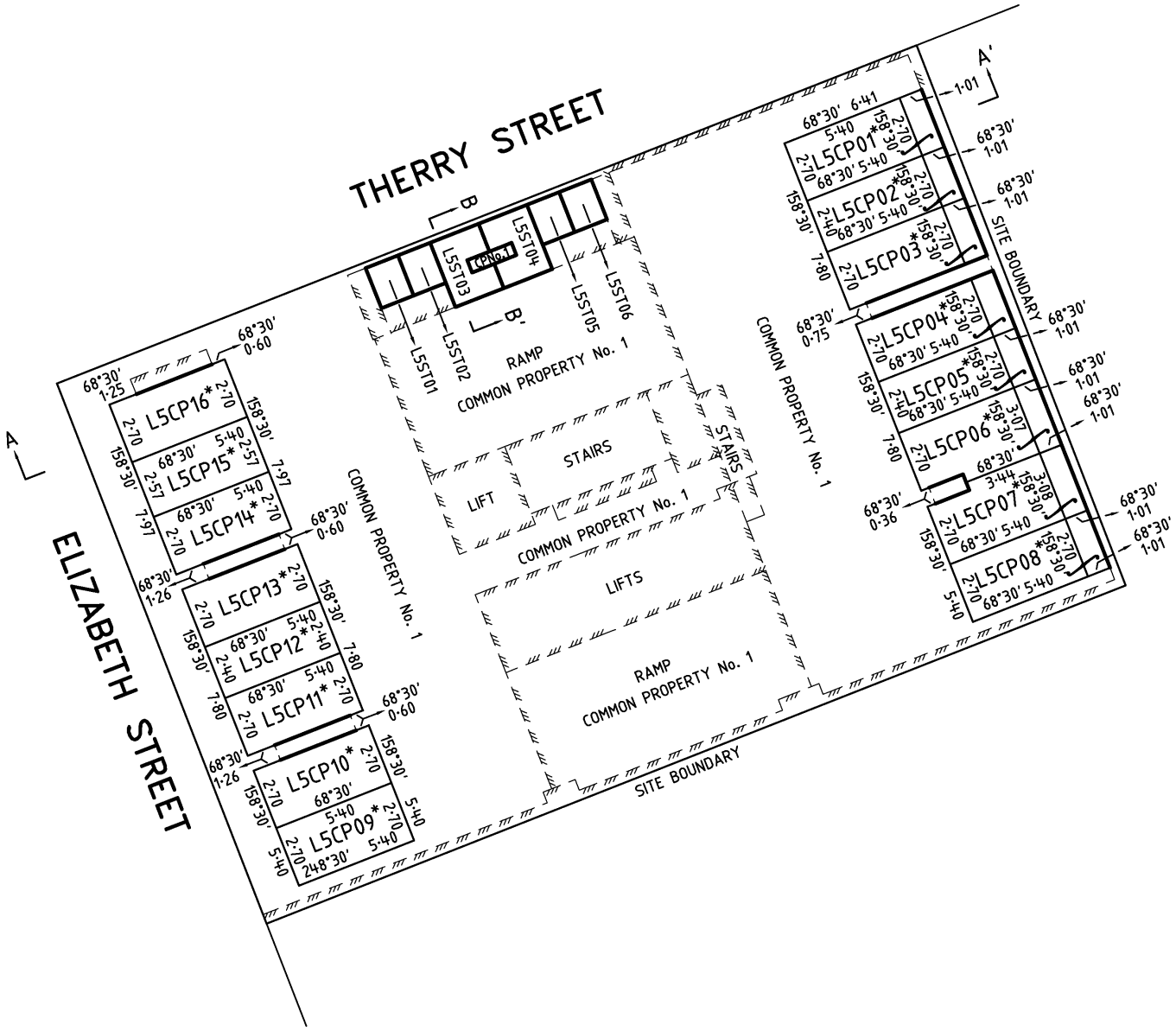
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 10

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PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB
SEE ALSO SECTION A-A'

LEVEL 5
DIAGRAM 8B

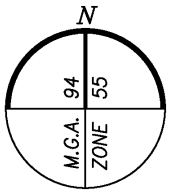
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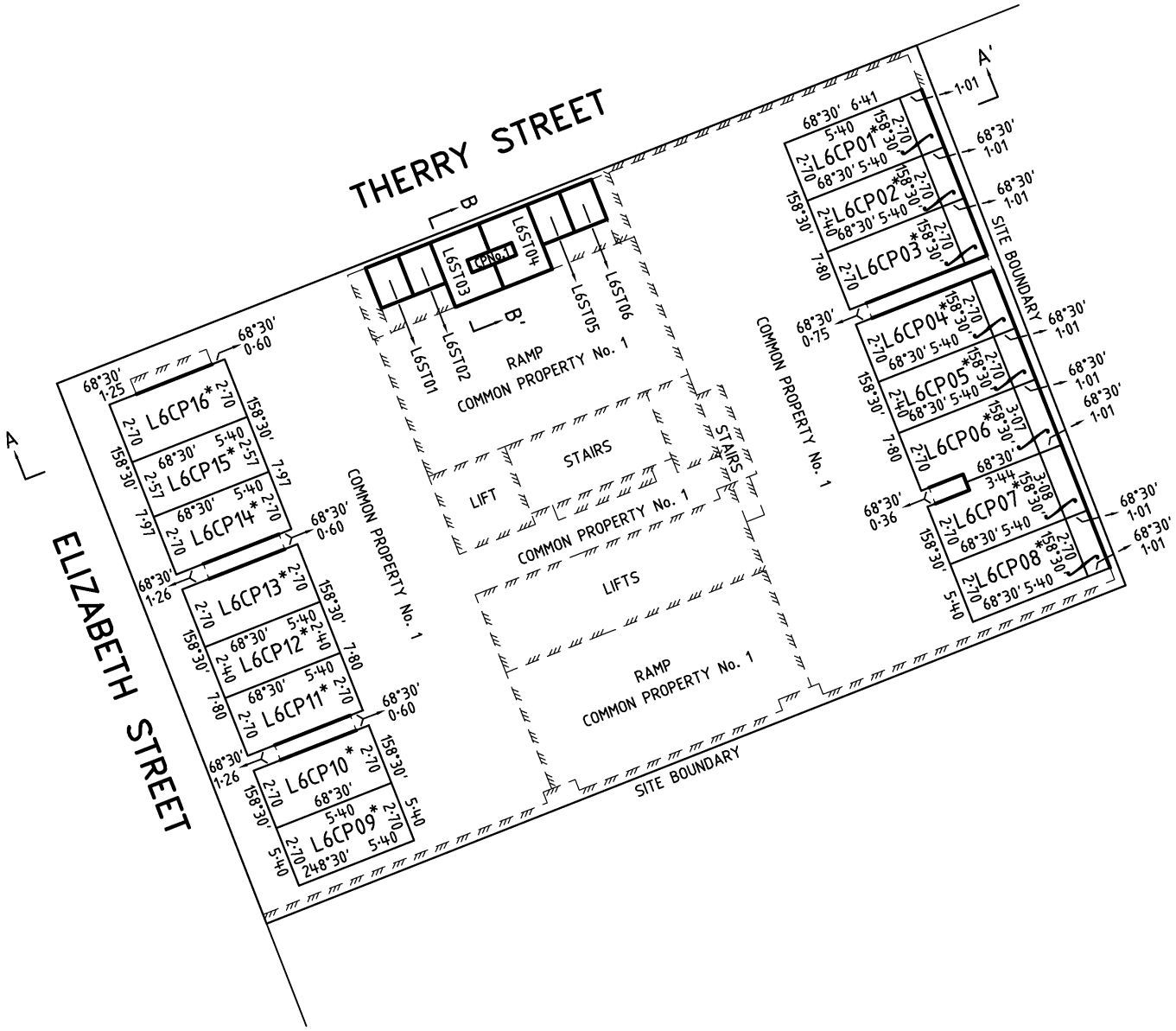
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 11

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PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB
SEE ALSO SECTION A-A'

LEVEL 6
DIAGRAM 8C

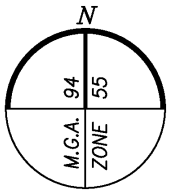
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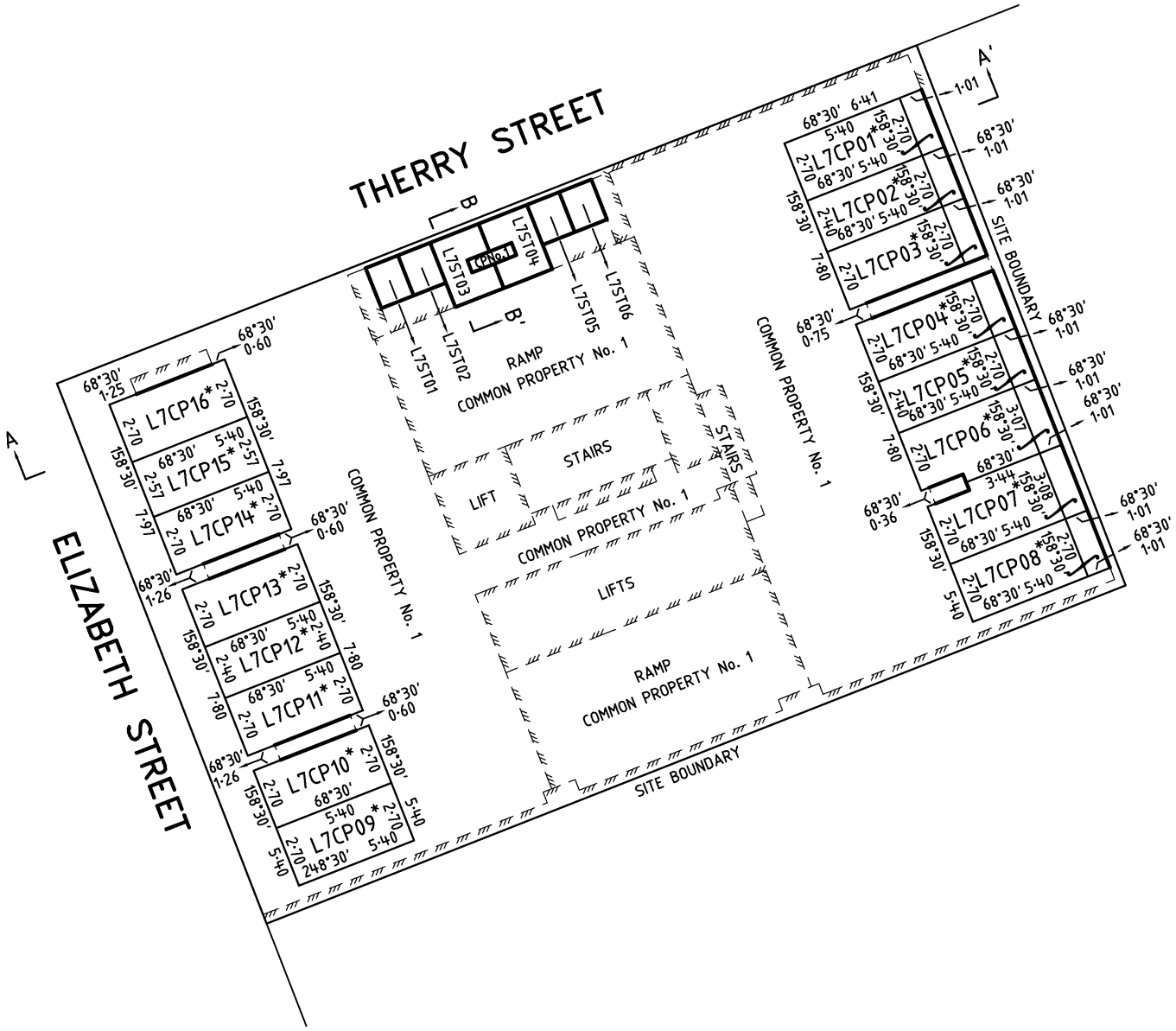
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LEVEL 7
DIAGRAM 8D

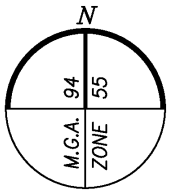
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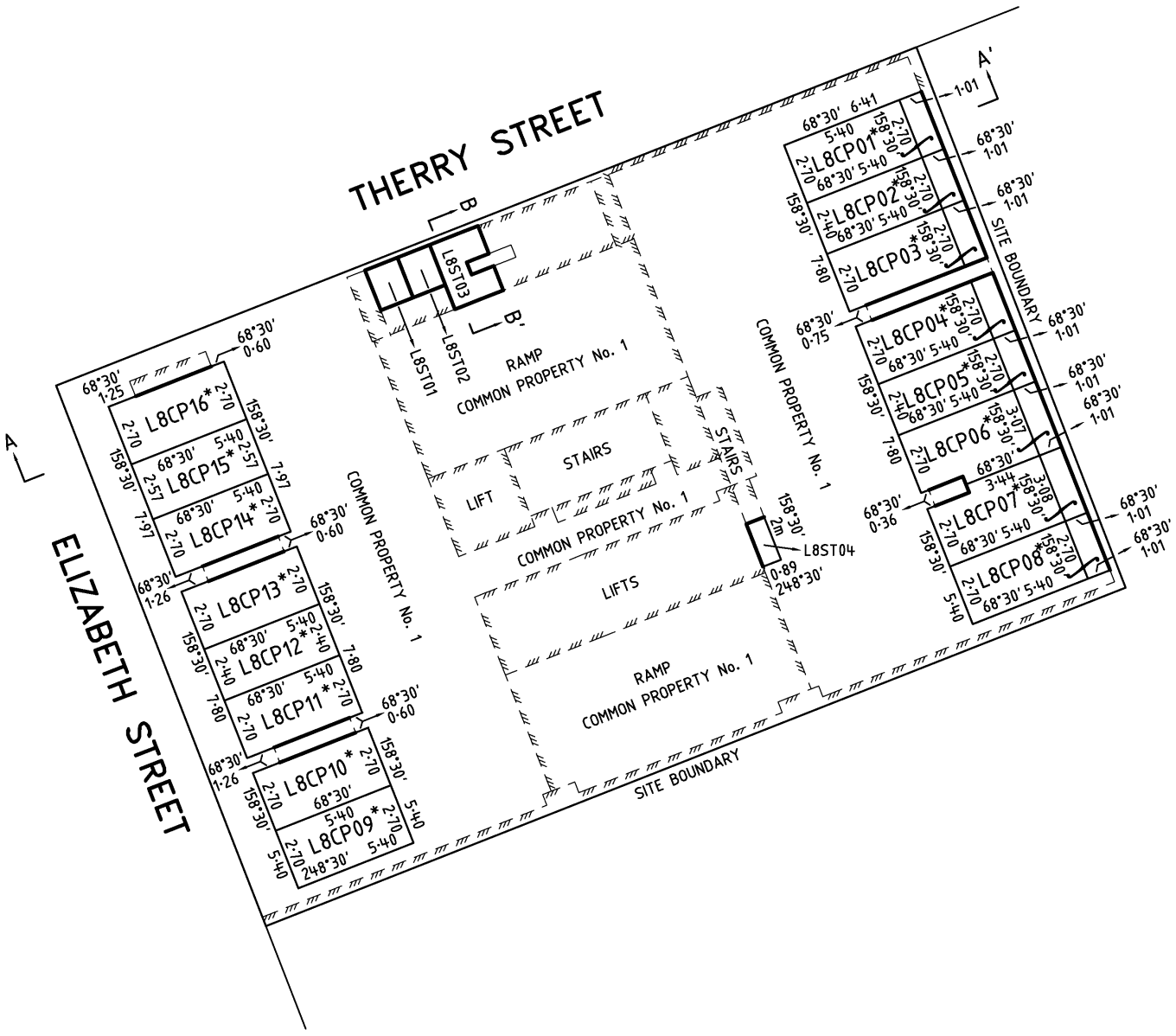
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LEVEL 8
DIAGRAM 8E

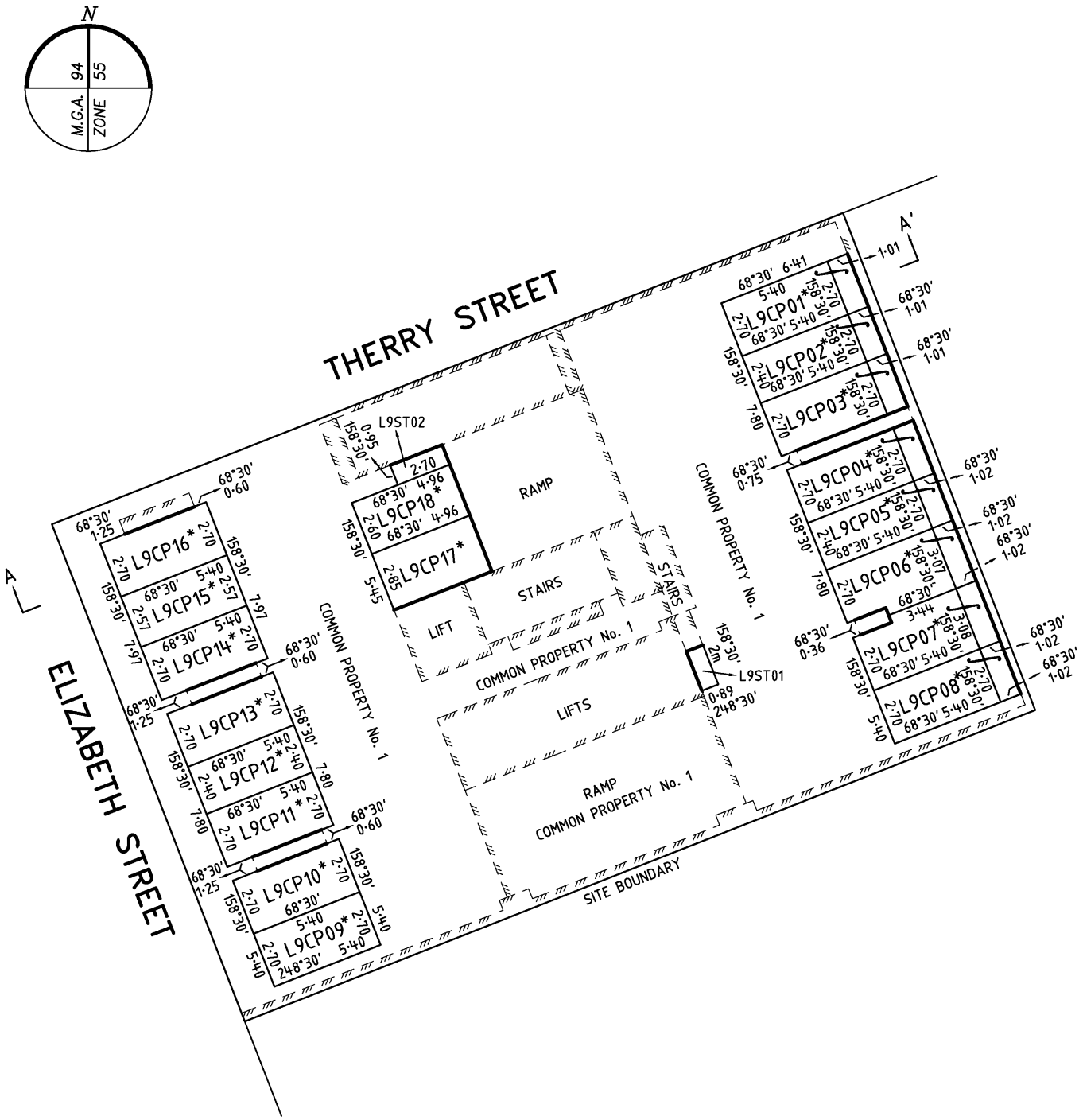
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LEVEL 9
DIAGRAM 9

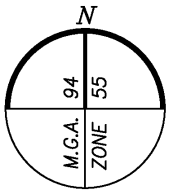
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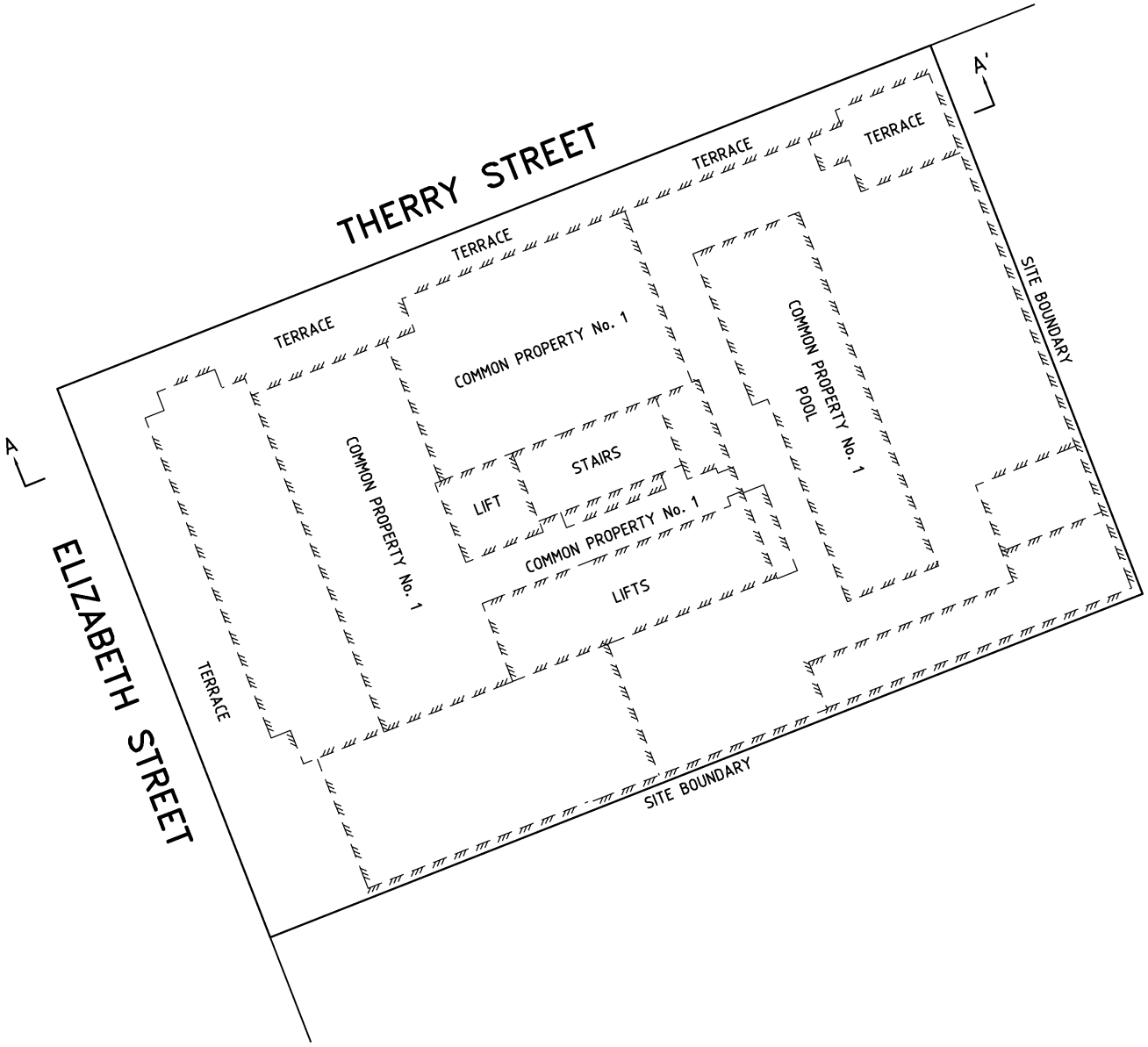
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DATE	REFERENCE 29020003	ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF	SHEET 15

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PLAN OF SUBDIVISION

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LEVEL 10
DIAGRAM 10

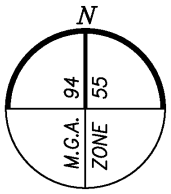
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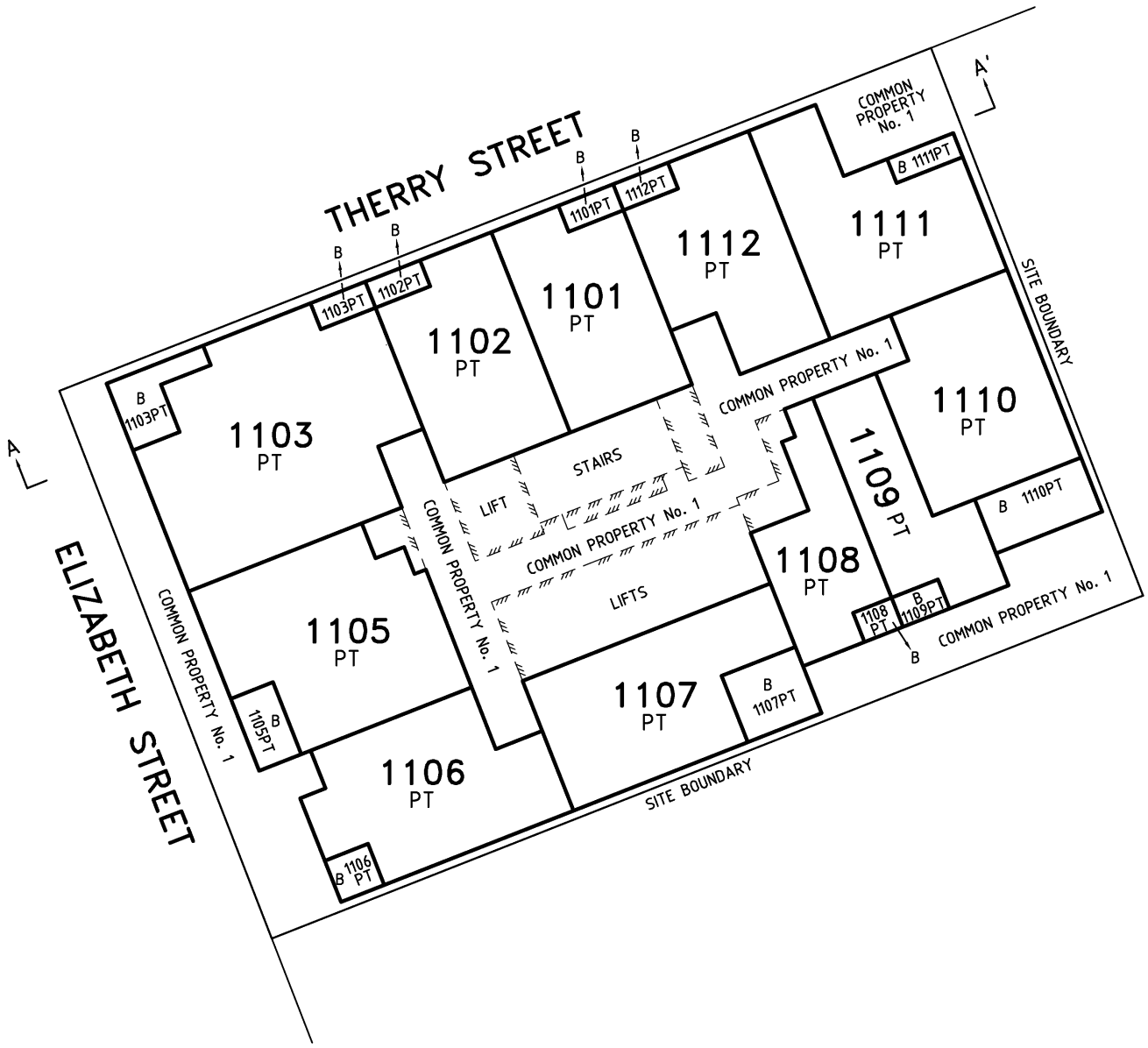
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 16

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PLAN OF SUBDIVISION

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LEVEL 11
DIAGRAM 11

LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 17

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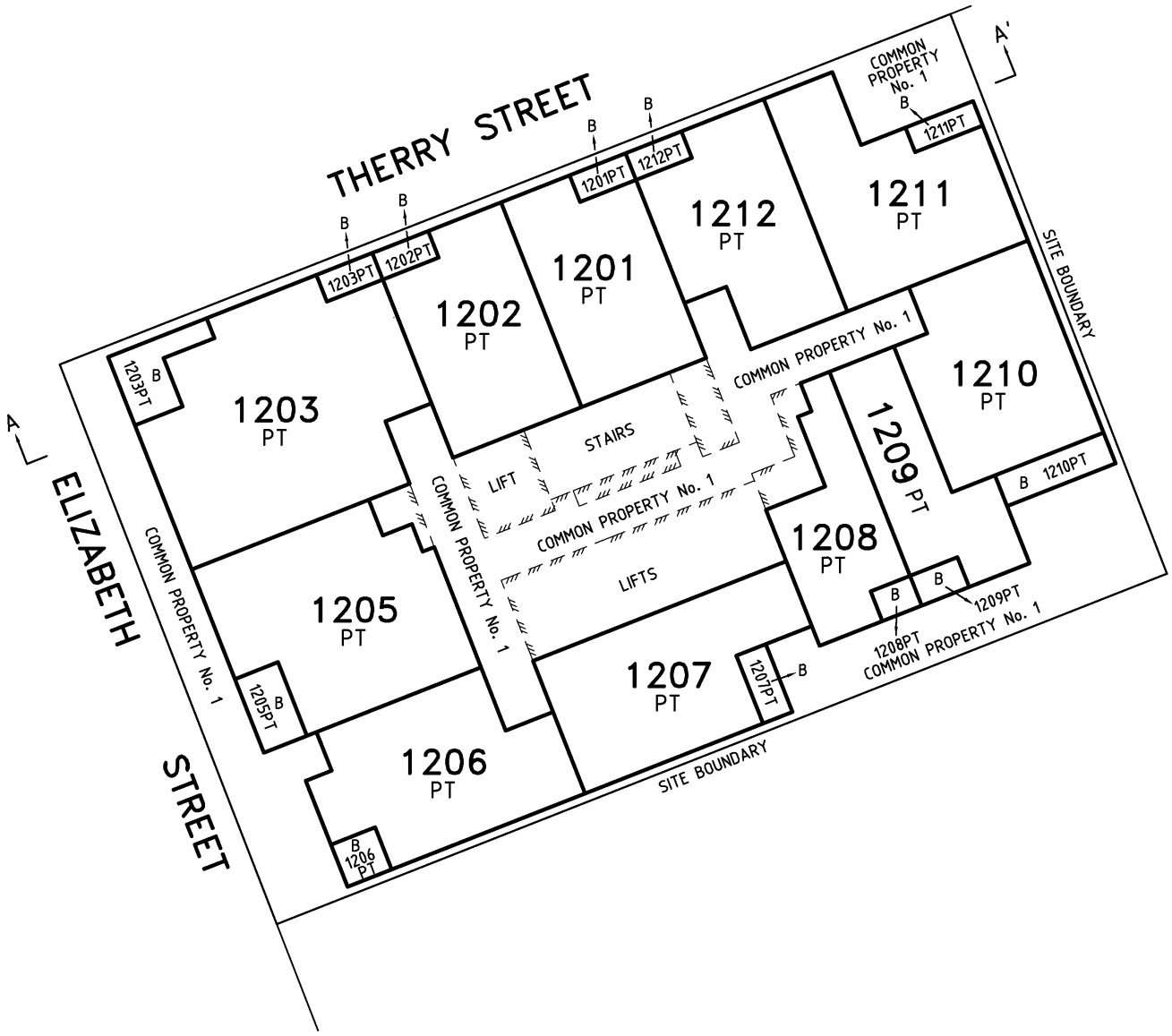
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PLAN OF SUBDIVISION

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N

M.G.A. ZONE 55 94



LEVEL 12
DIAGRAM 12

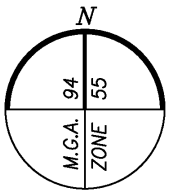
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 18

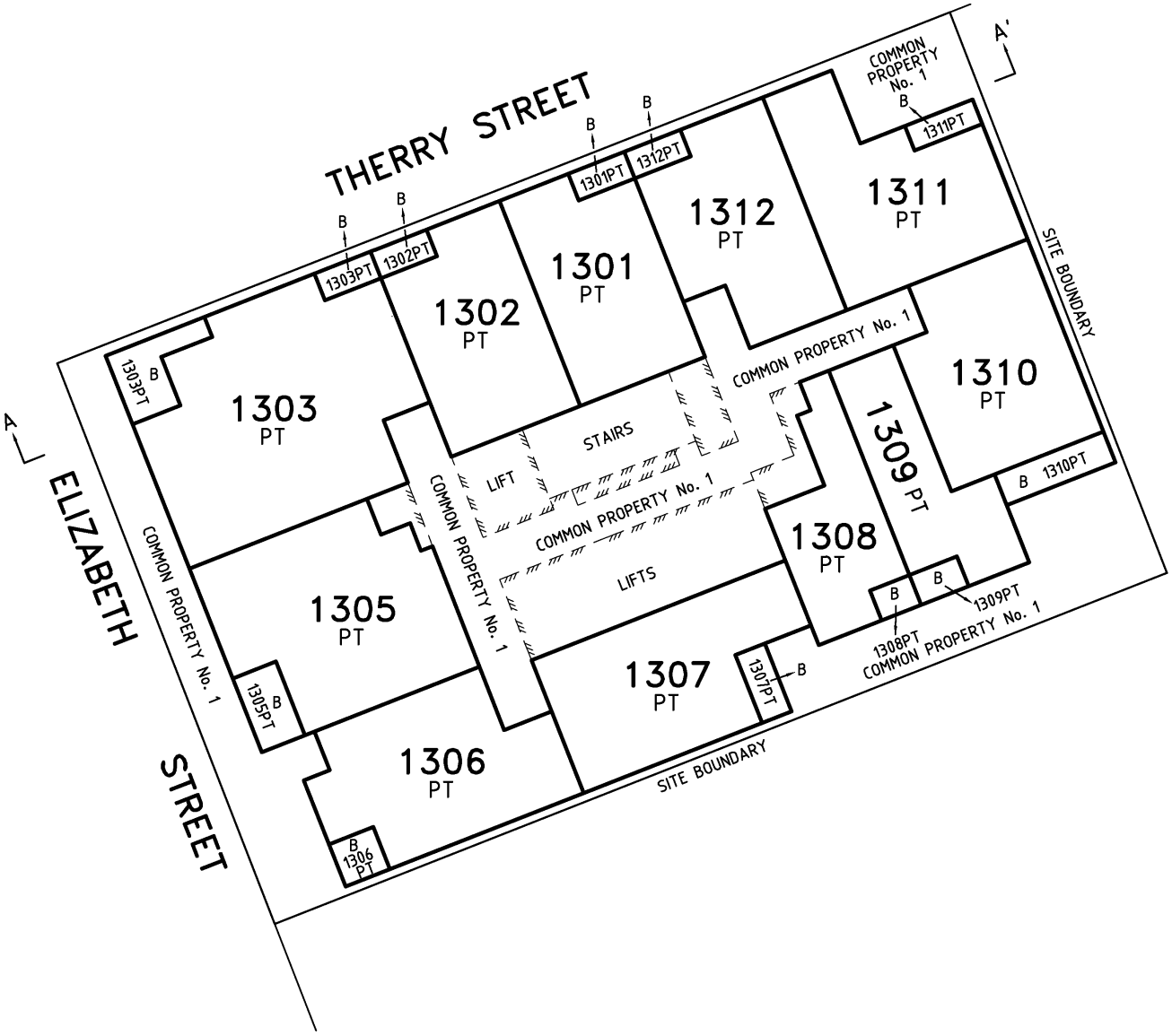
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Vic 3205 Australia DX 20524 Emerald Hill
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LEVEL 13
DIAGRAM 12A

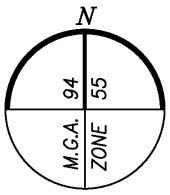
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 19

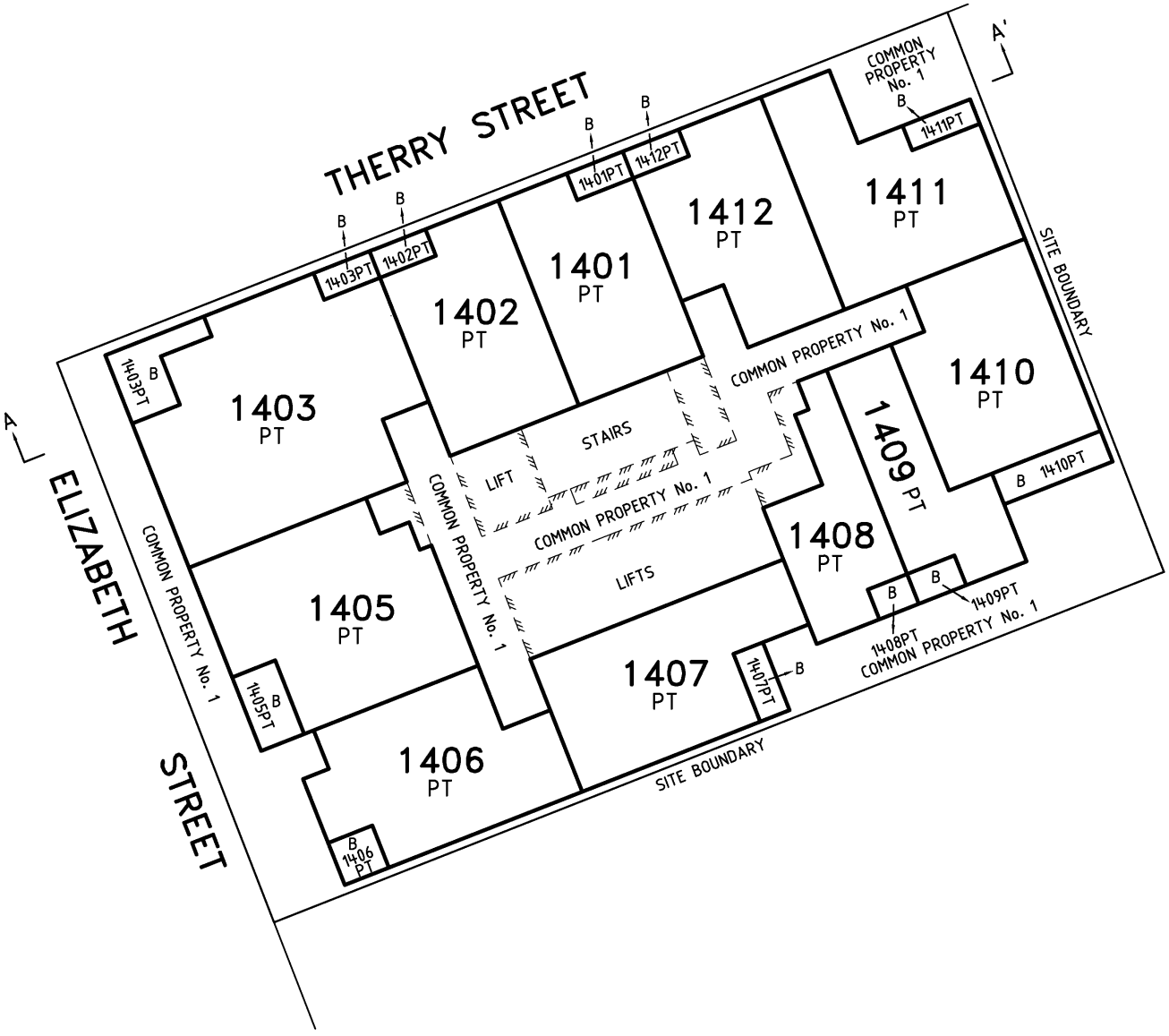
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LEVEL 14
DIAGRAM 12B

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LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 20

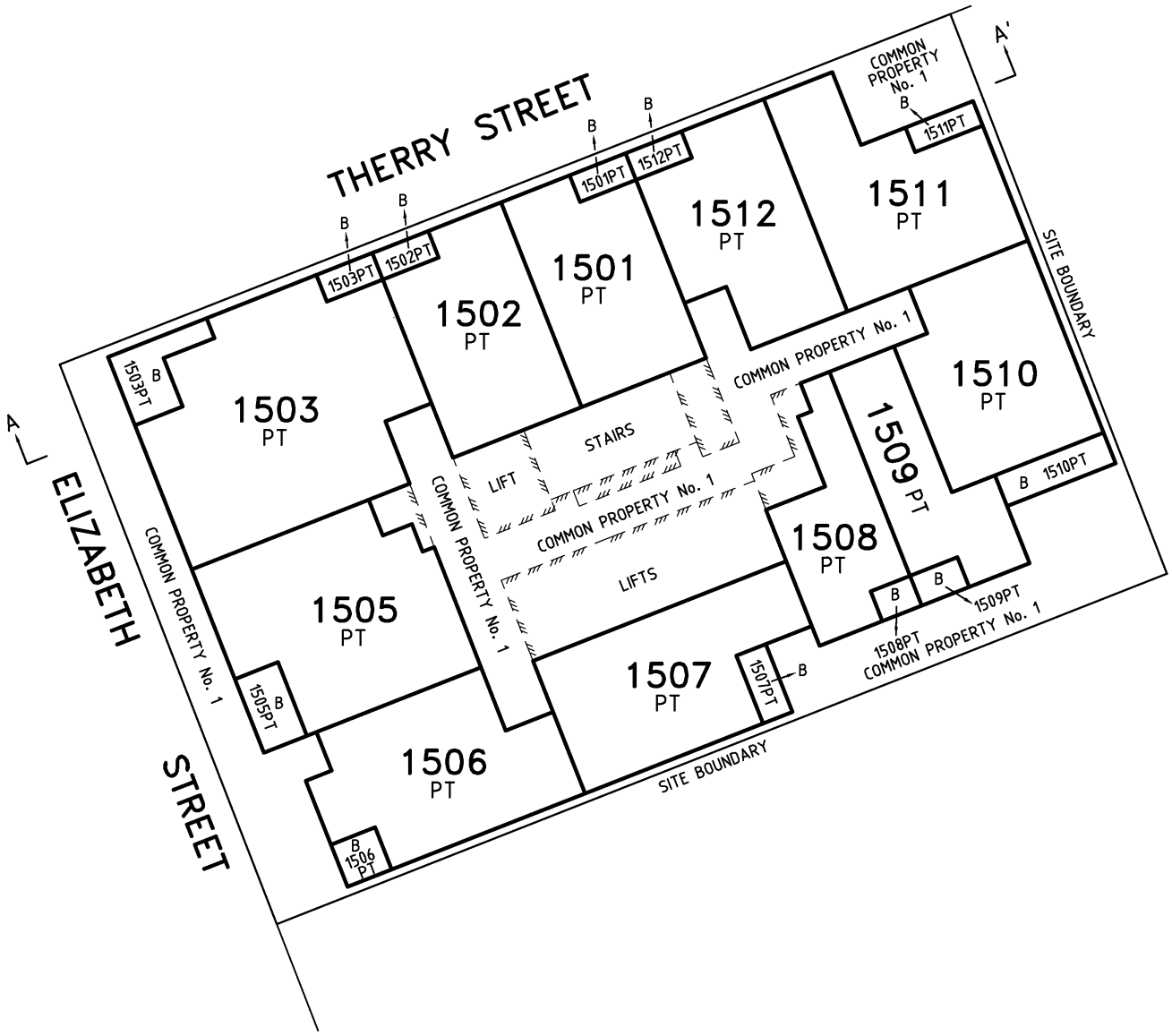
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LEVEL 15
DIAGRAM 12C

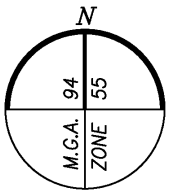
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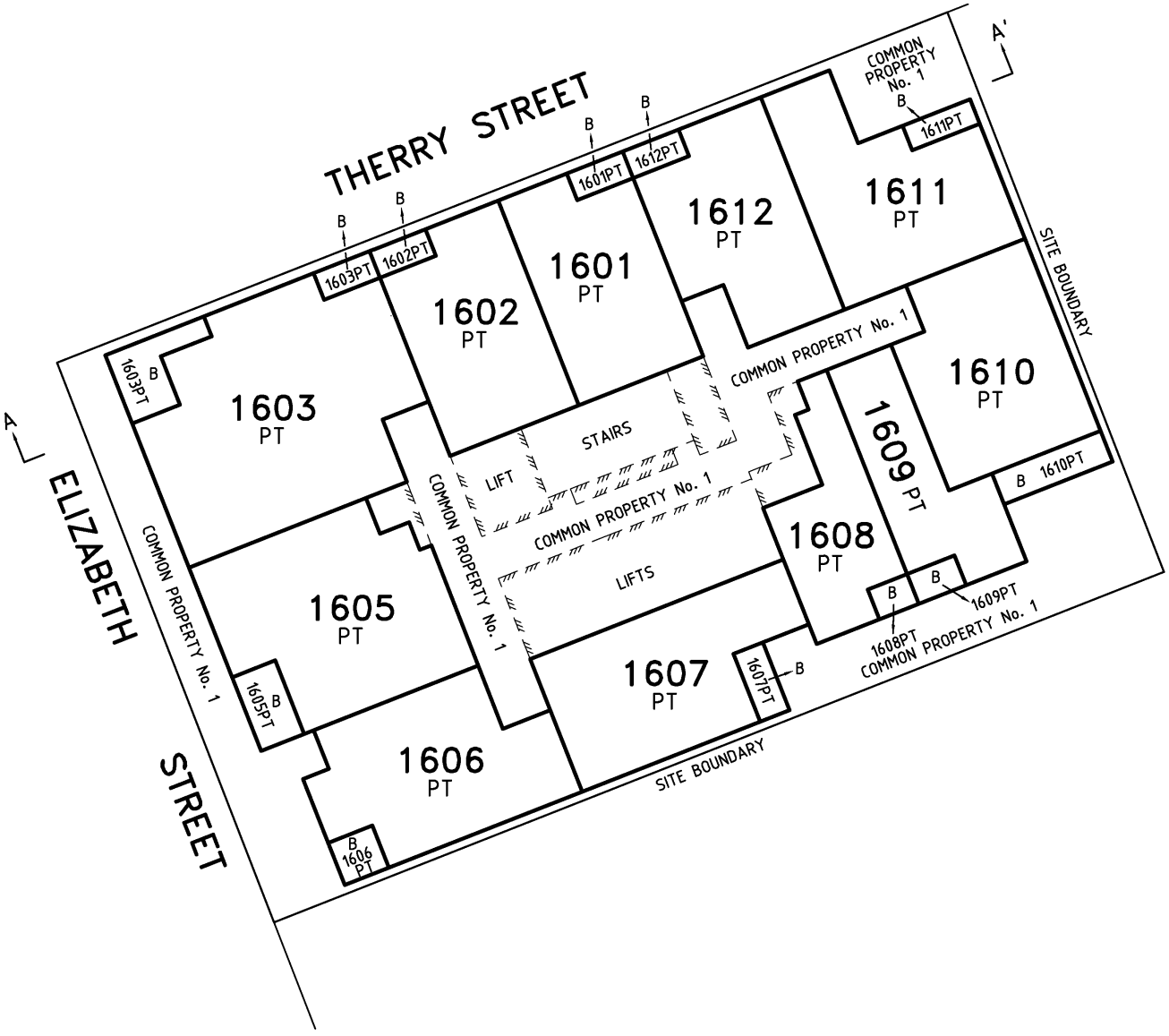
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 21

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LEVEL 16
DIAGRAM 12D

LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 22

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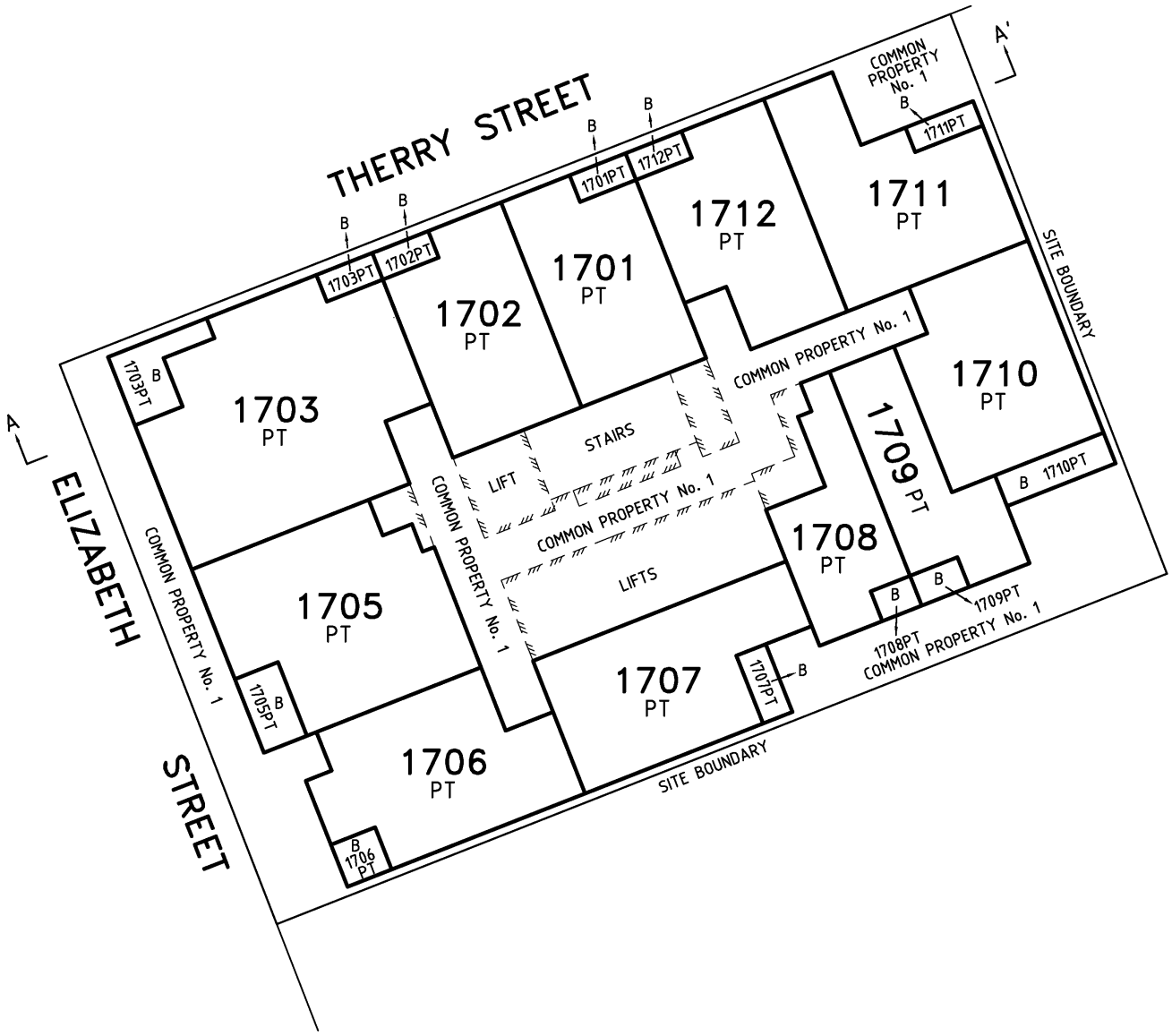
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LEVEL 17
DIAGRAM 12E

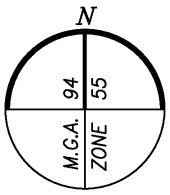
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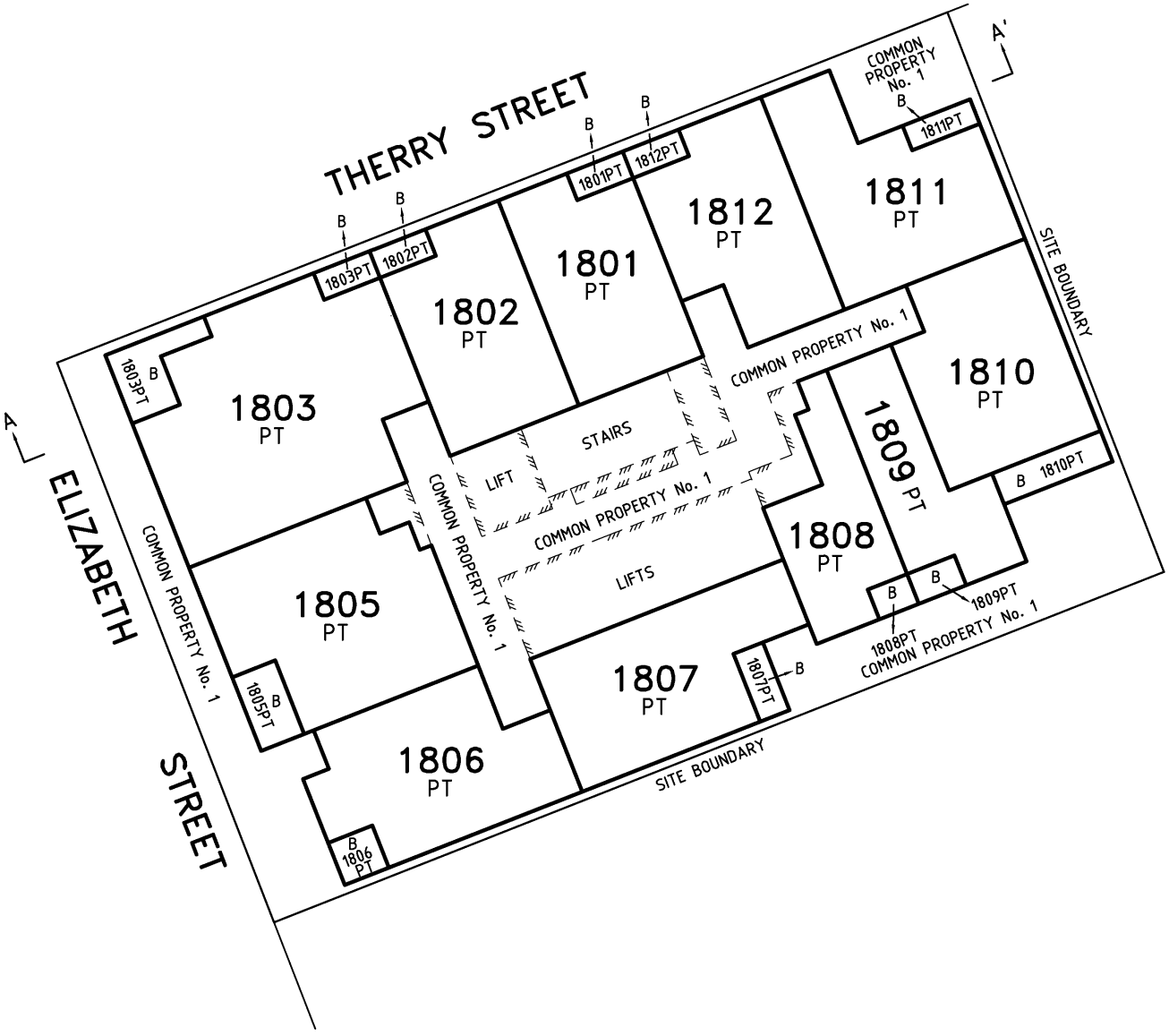
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 23

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LEVEL 18
DIAGRAM 12F

LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 24

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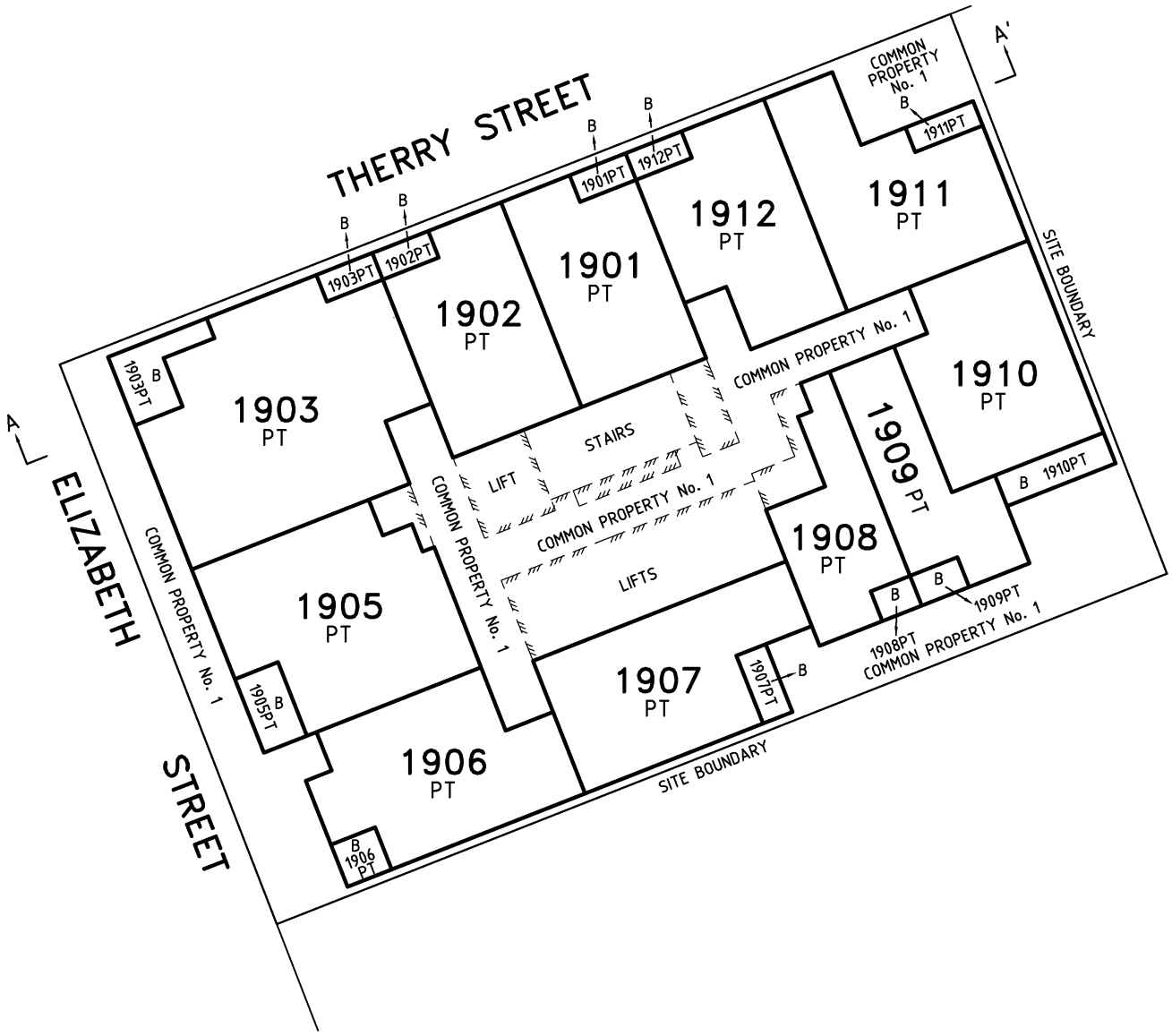
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LEVEL 19
DIAGRAM 12G

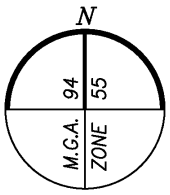
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 25

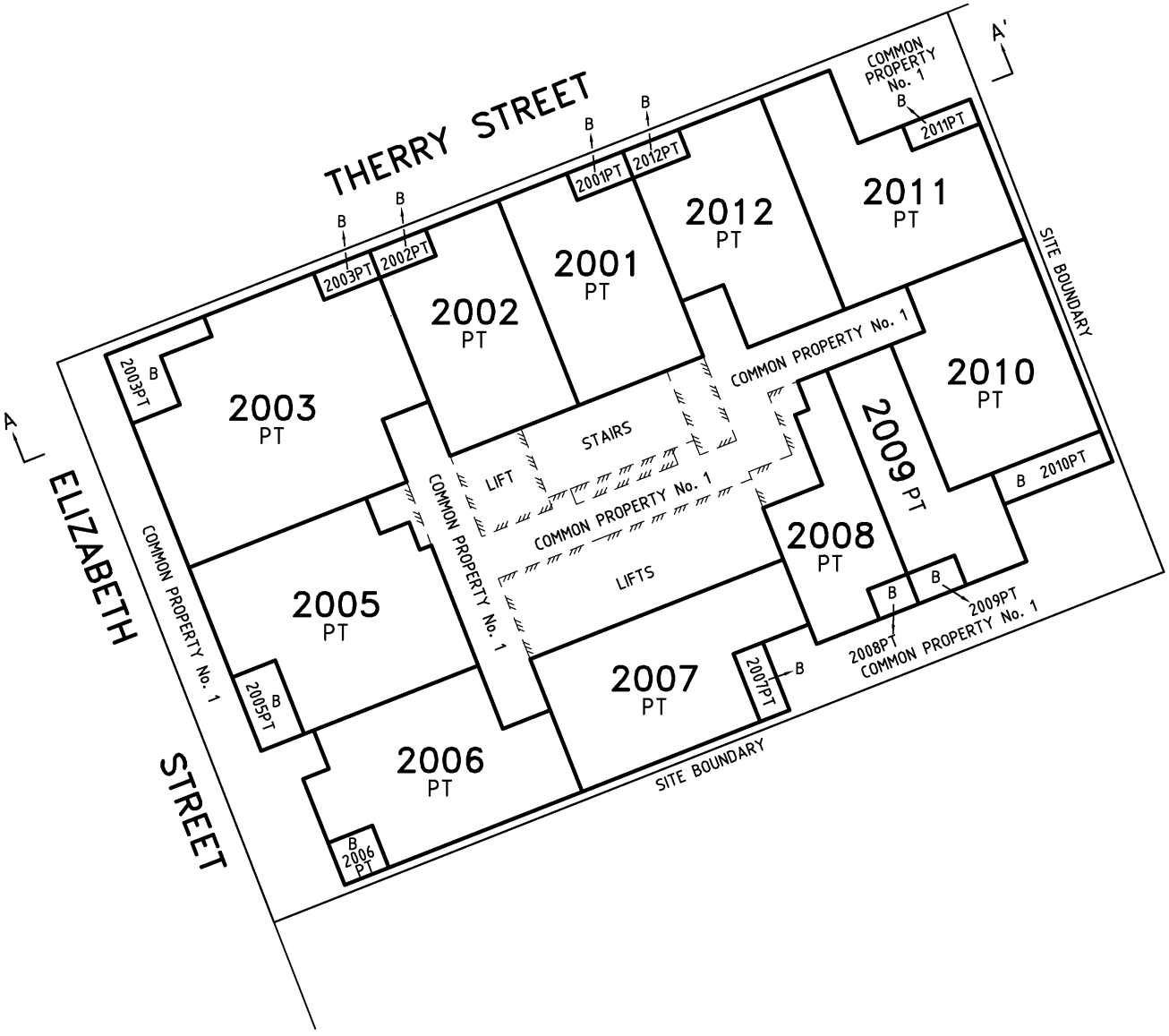
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LEVEL 20
DIAGRAM 12H

LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 26

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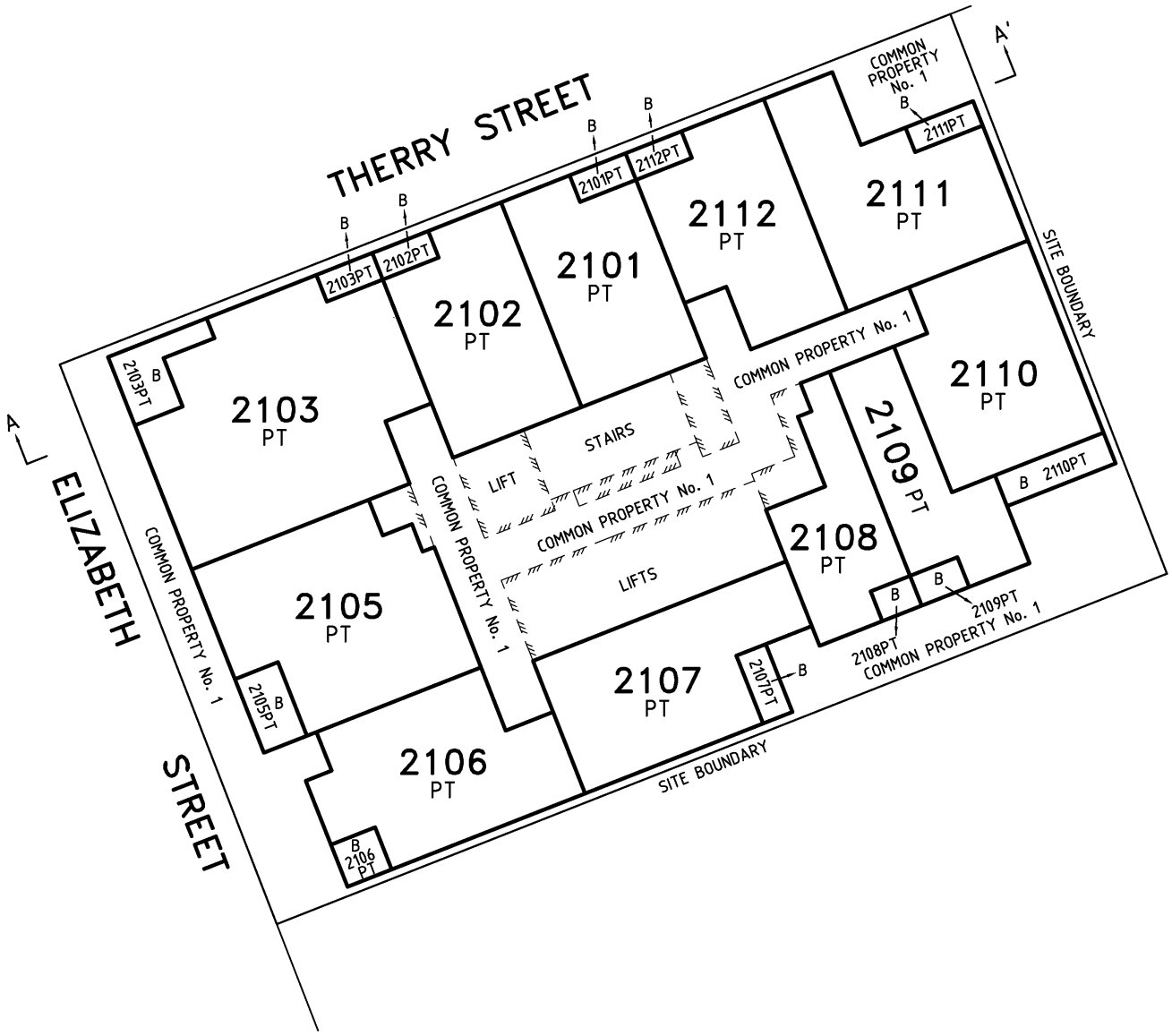
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LEVEL 21
DIAGRAM 12J

LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 27

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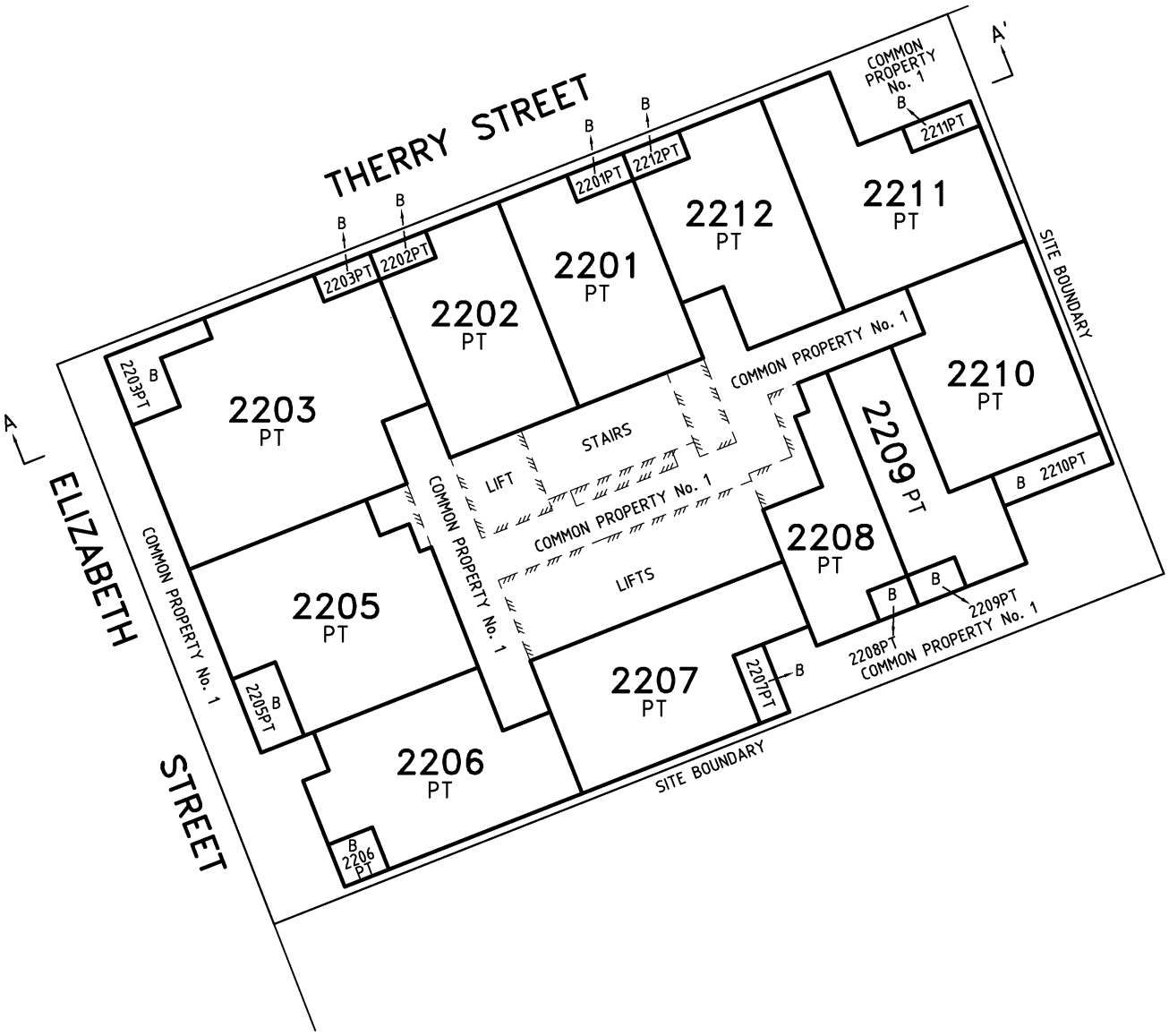
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LEVEL 22
DIAGRAM 12K

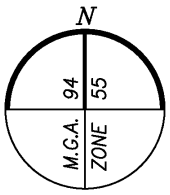
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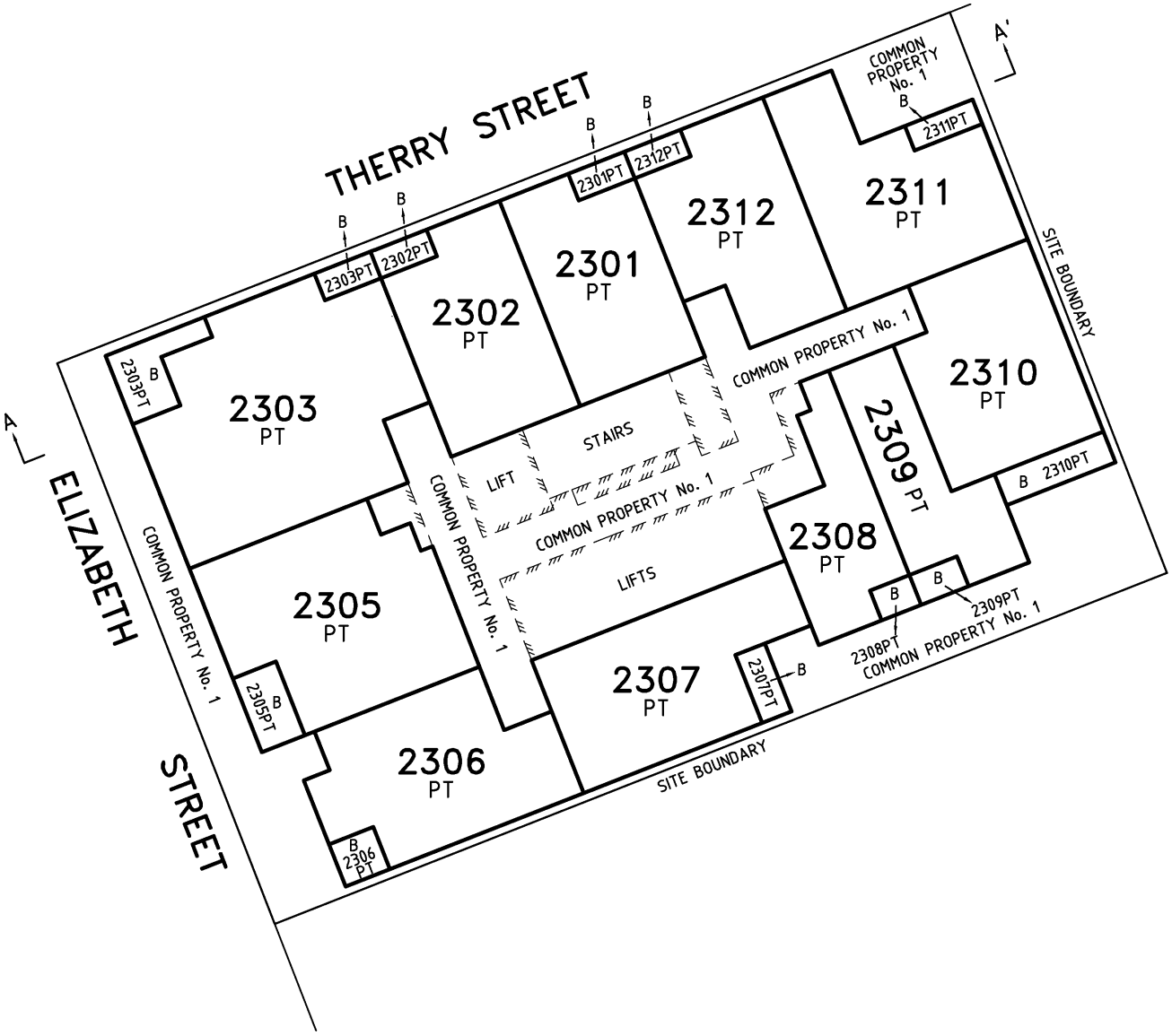
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 28

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LEVEL 23
DIAGRAM 12L

LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 29

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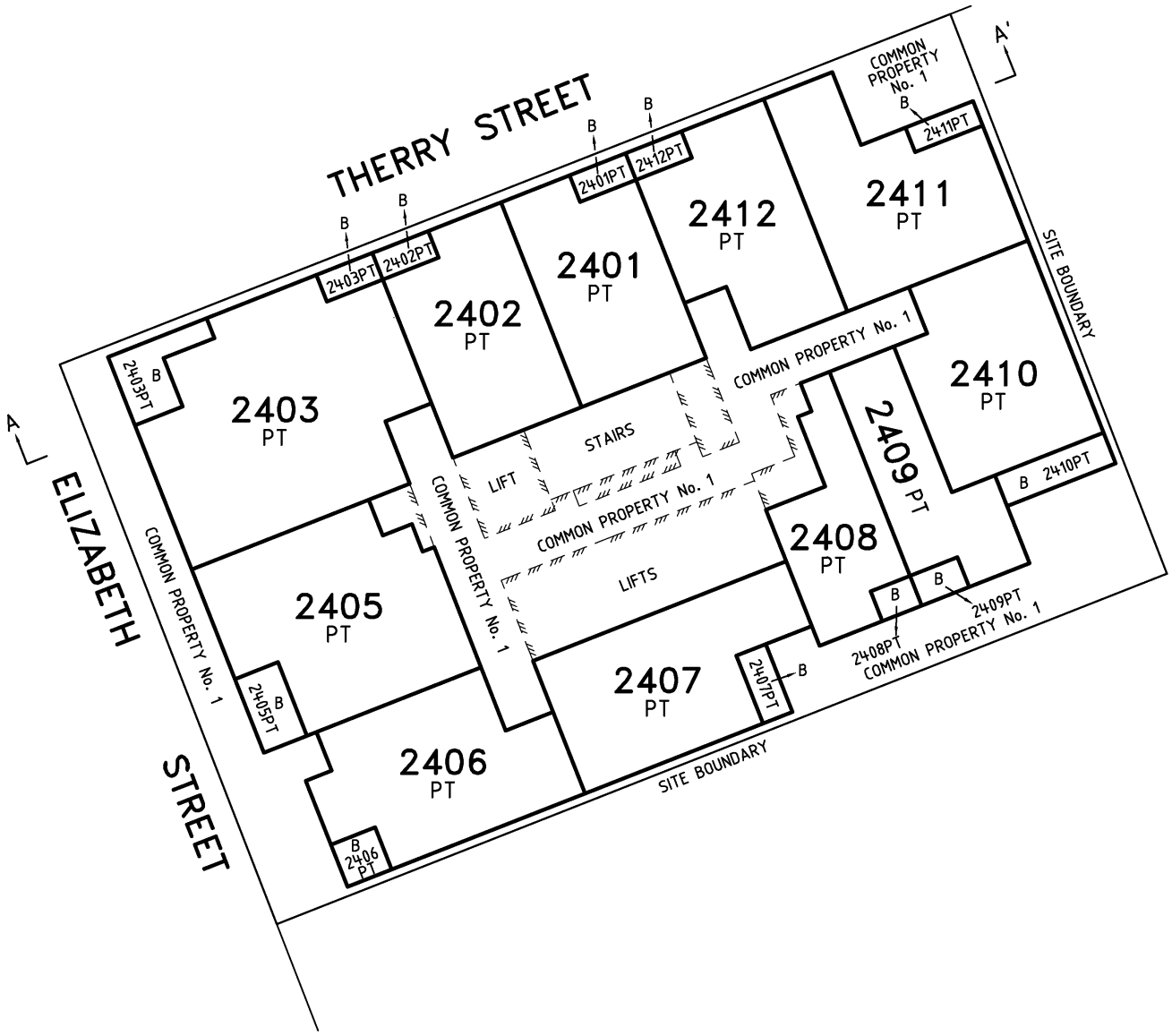
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LEVEL 24
DIAGRAM 12M

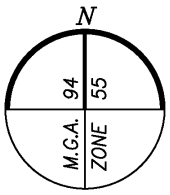
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 30

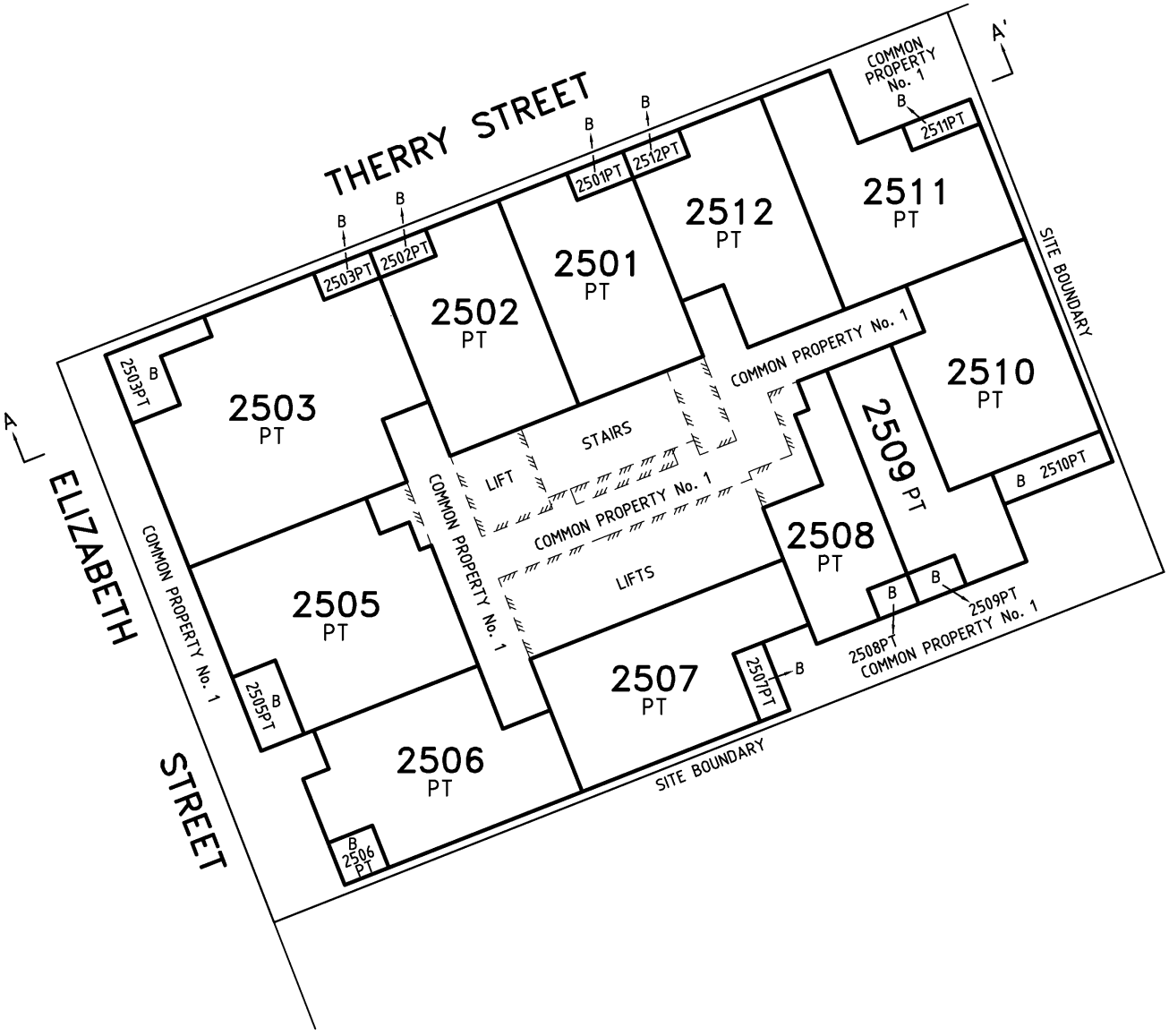
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LEVEL 25
DIAGRAM 12N

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LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 31

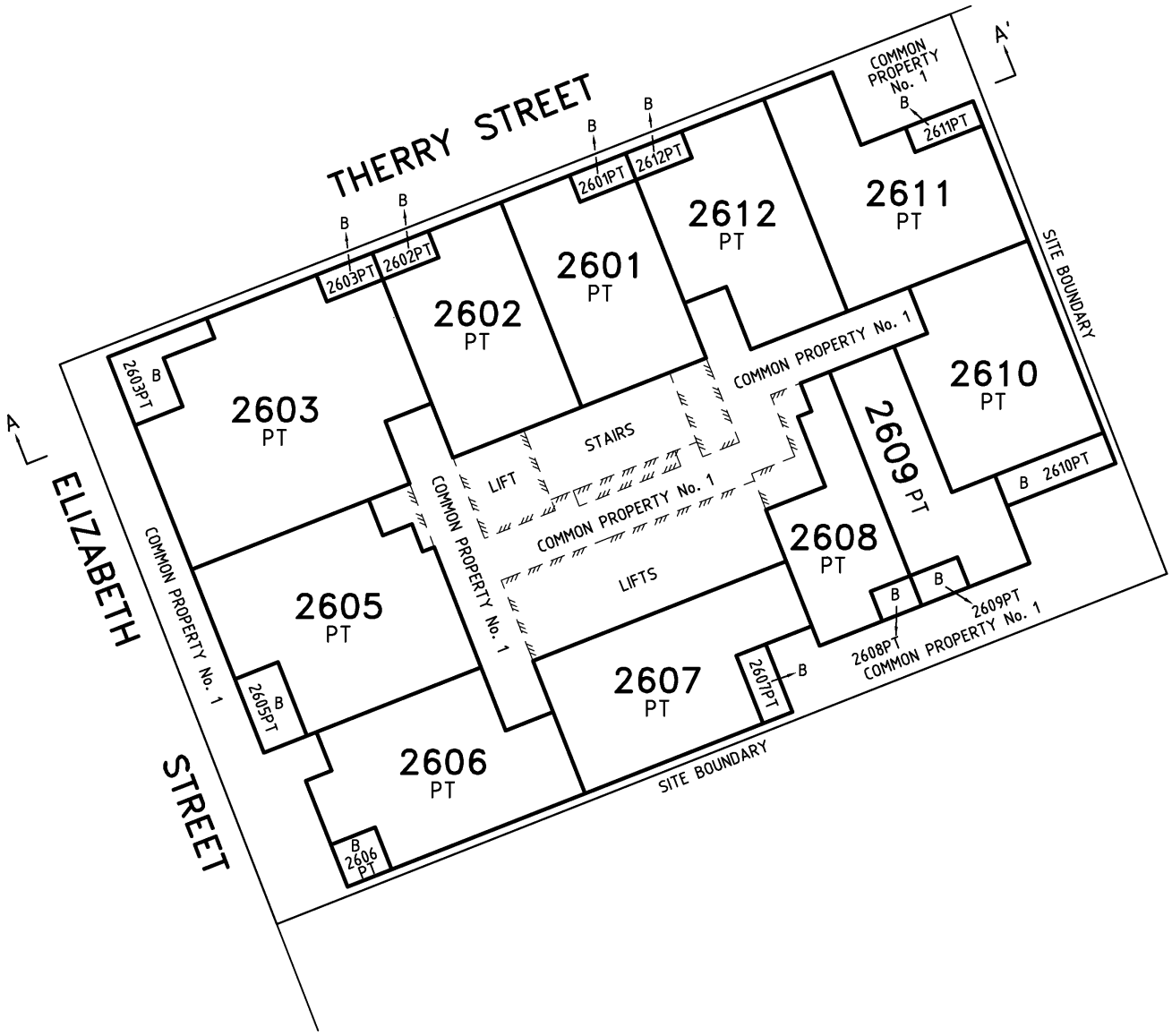
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LEVEL 26
DIAGRAM 12P

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LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 32

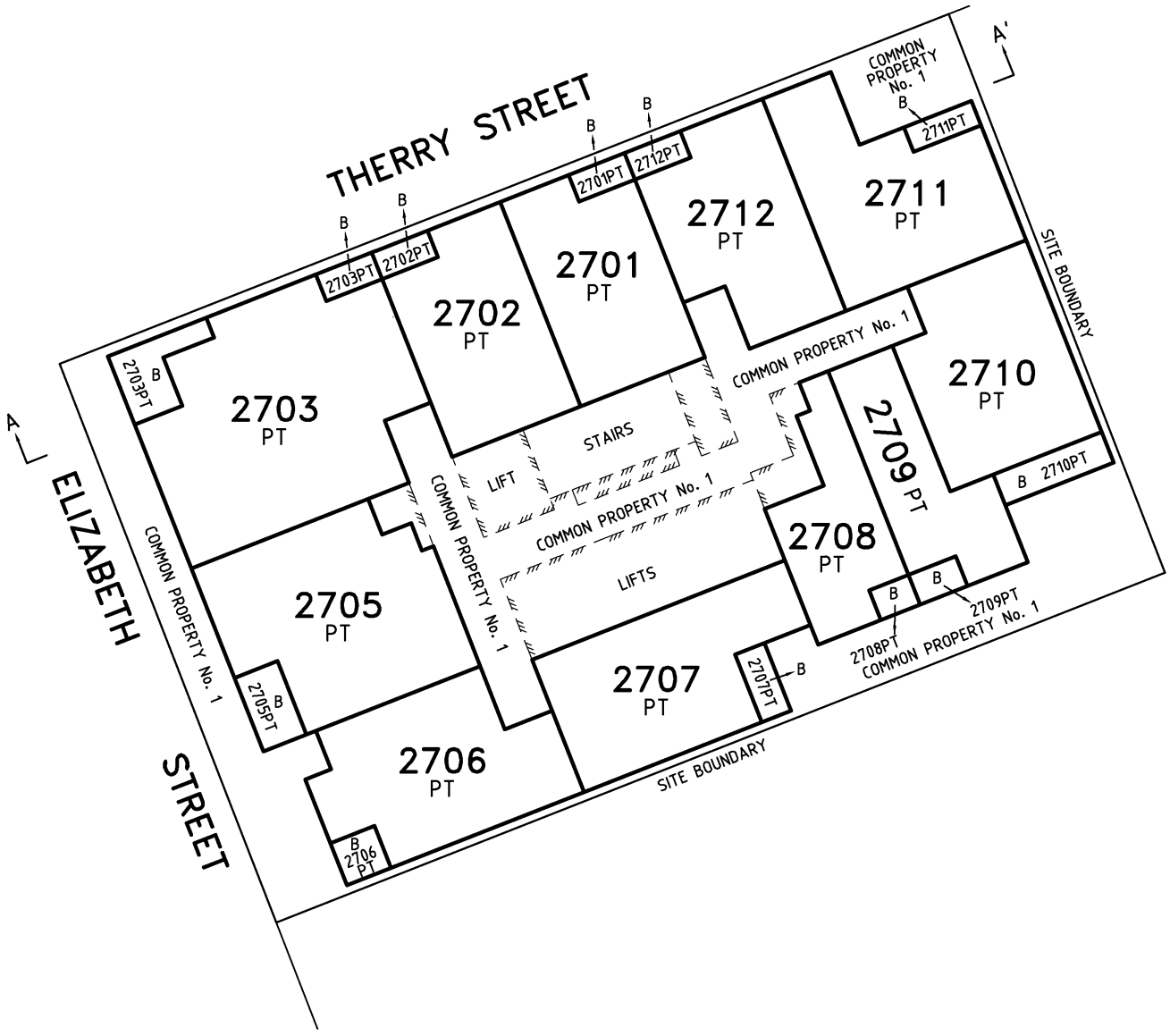
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LEVEL 27
DIAGRAM 12Q

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LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 33

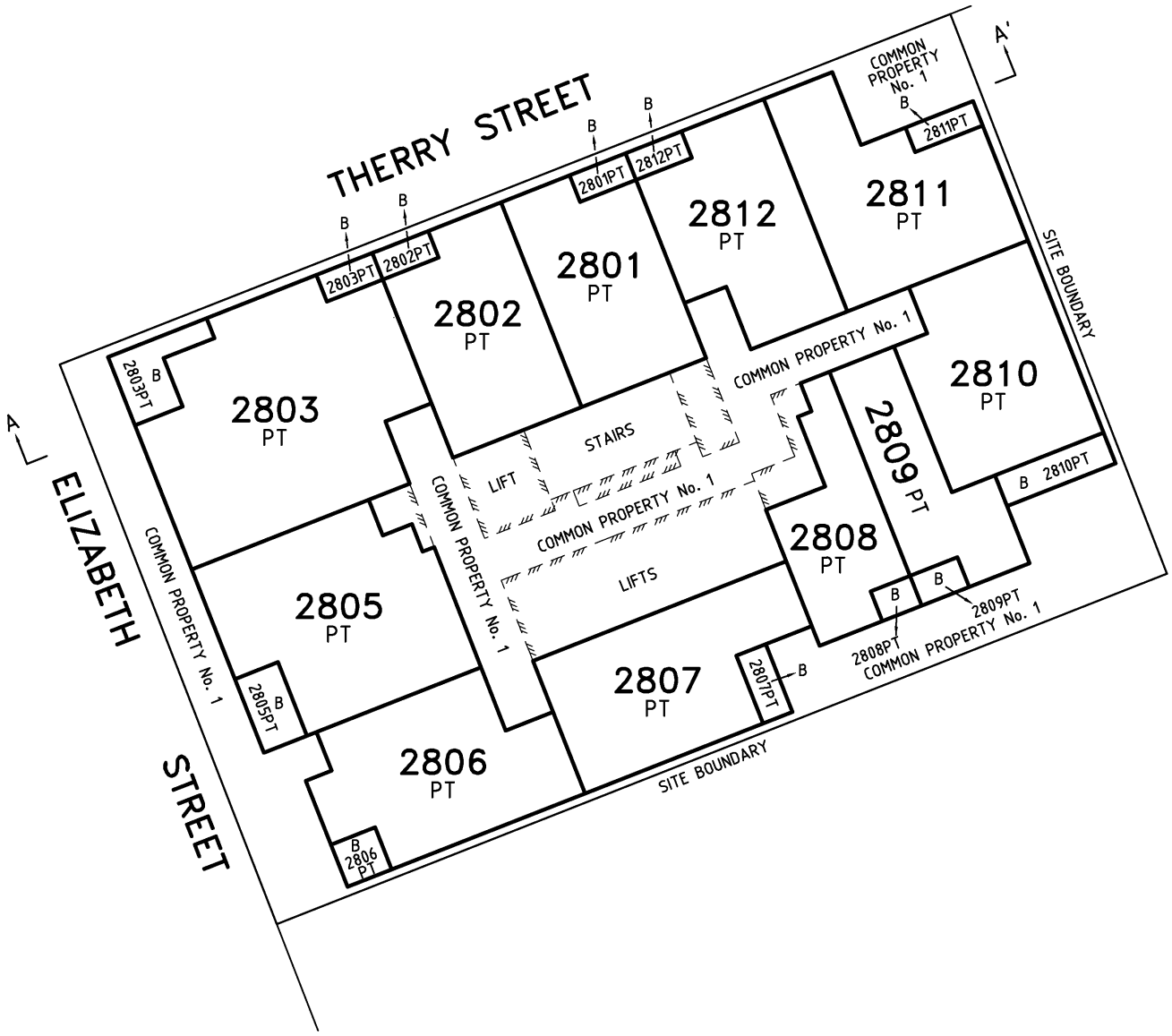
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LEVEL 28
DIAGRAM 12R

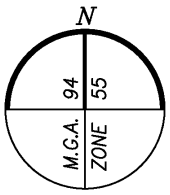
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 34

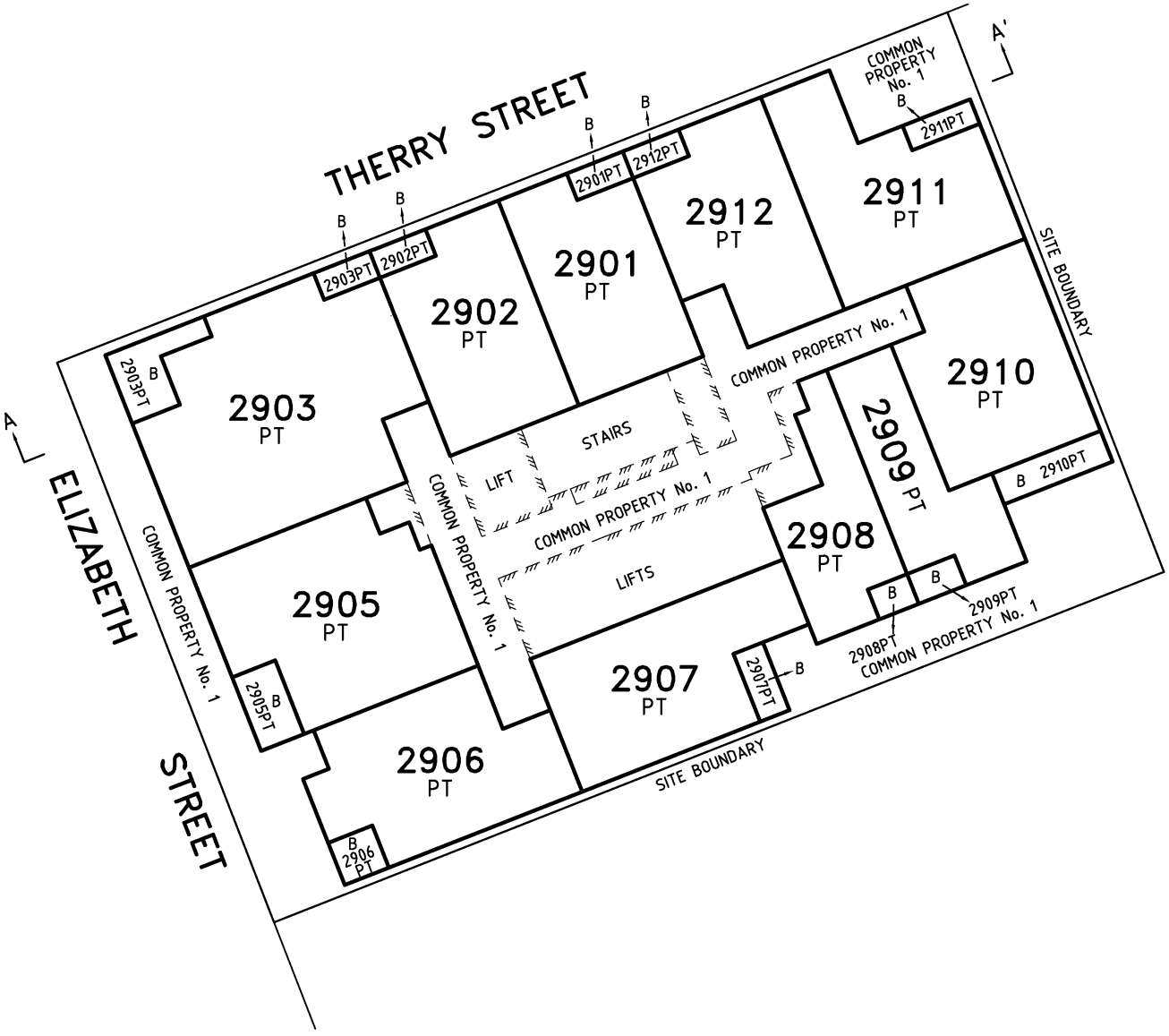
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LEVEL 29
DIAGRAM 12S

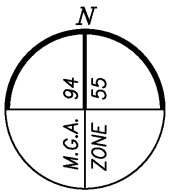
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VERSION	DRAWING 2902000JF		SHEET 35

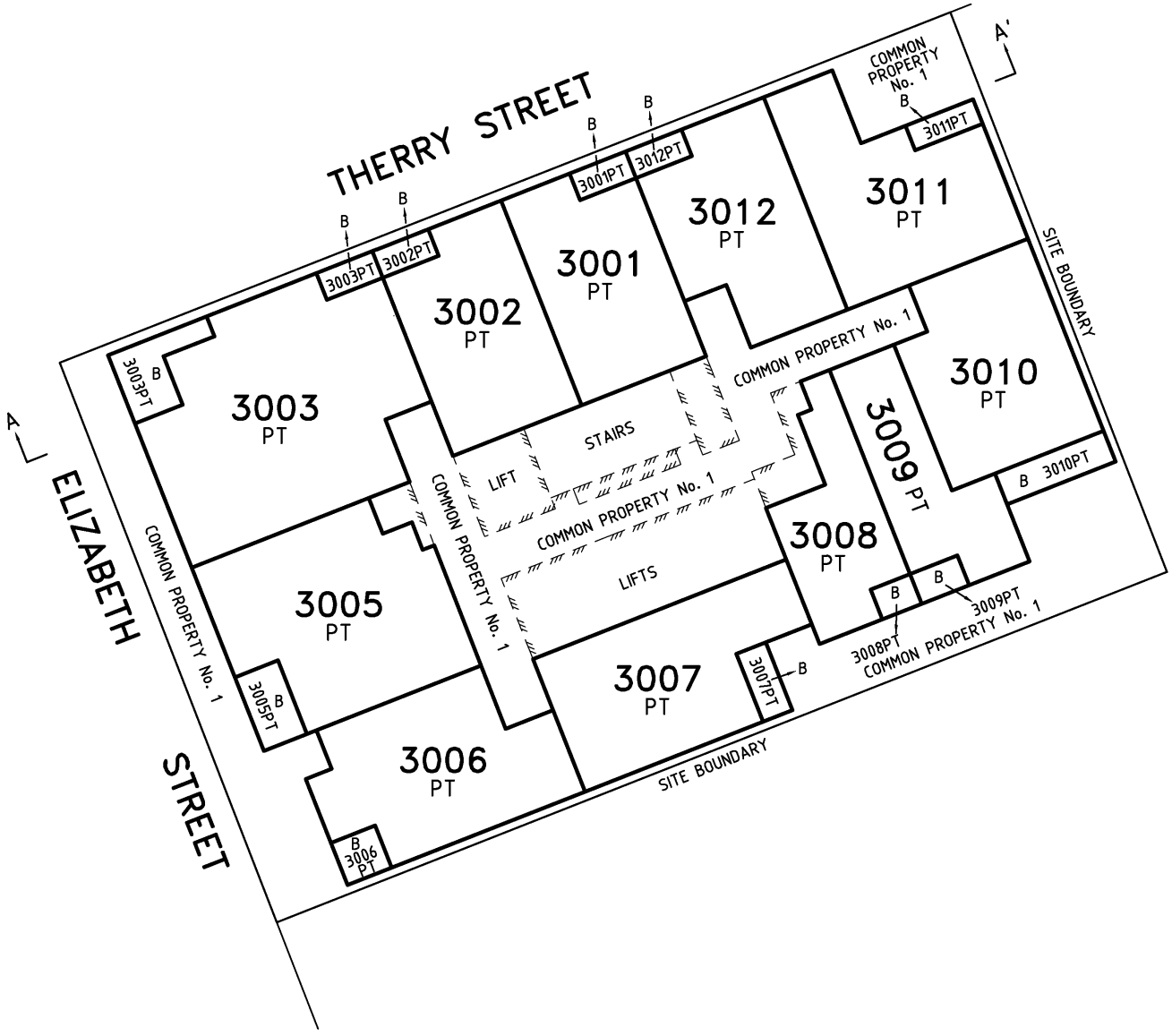
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LEVEL 30
DIAGRAM 12T

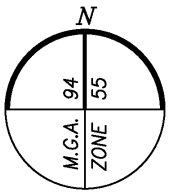
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 36

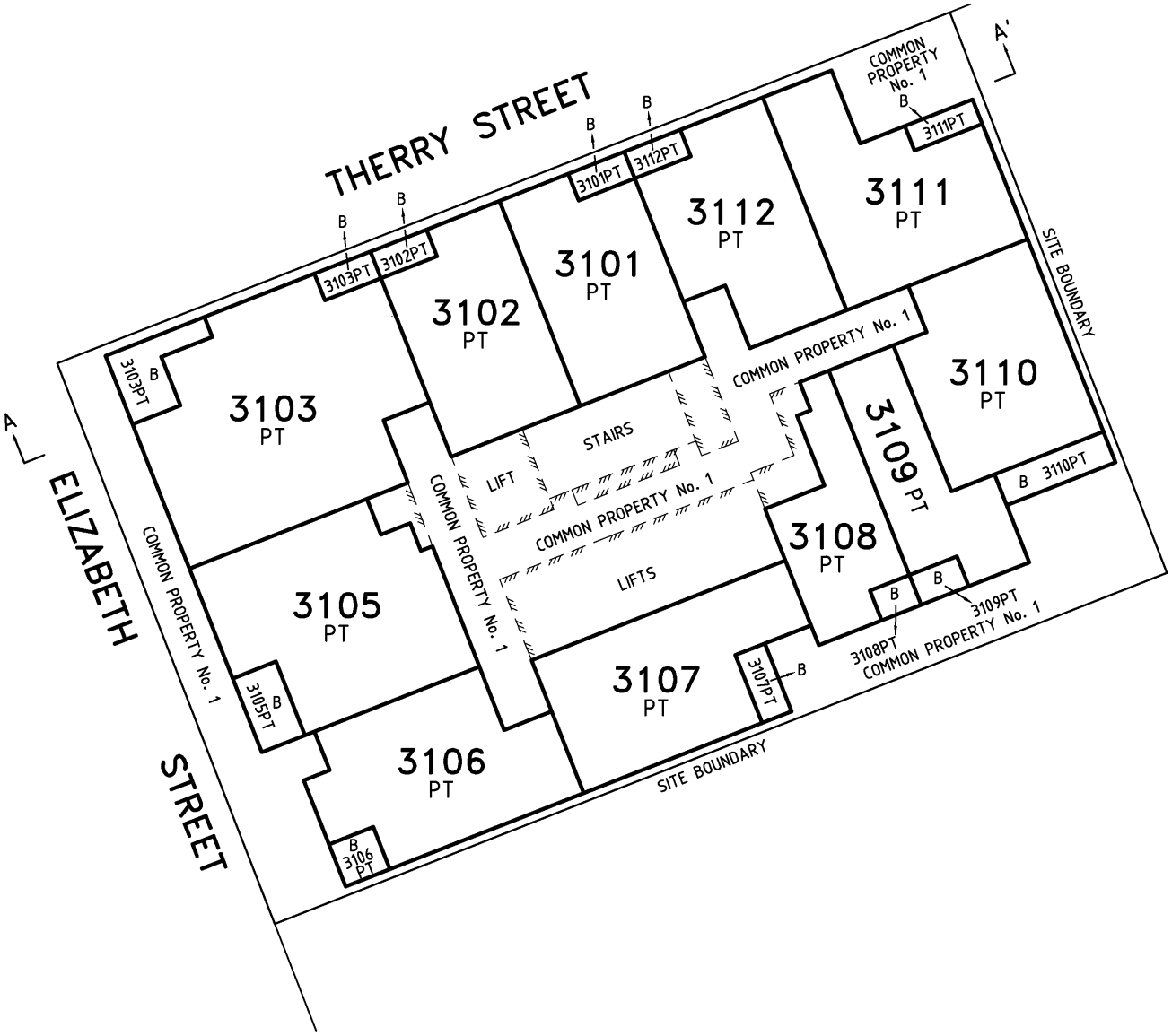
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LEVEL 31
DIAGRAM 12U

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LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 37

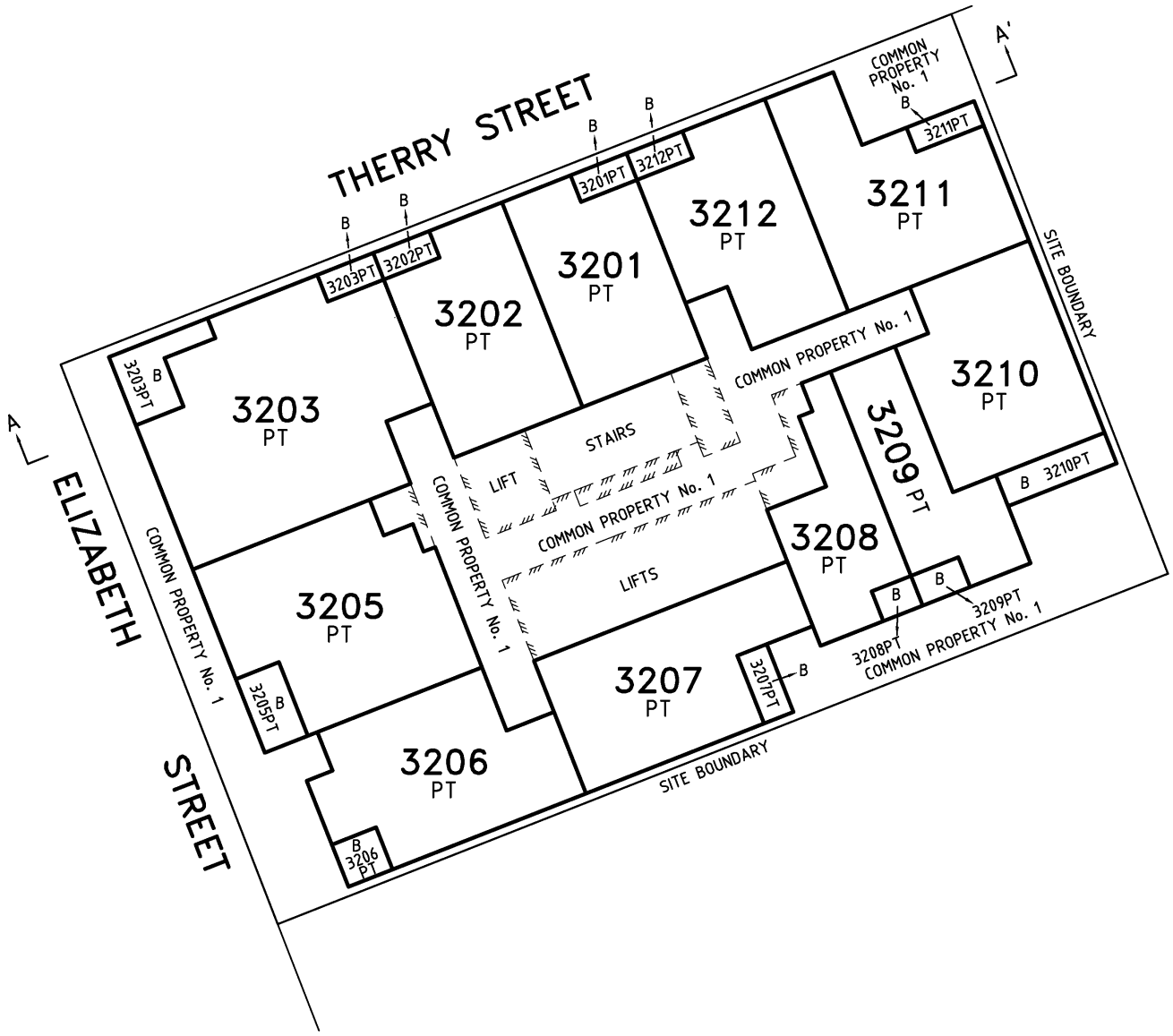
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LEVEL 32
DIAGRAM 12V

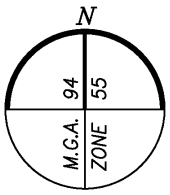
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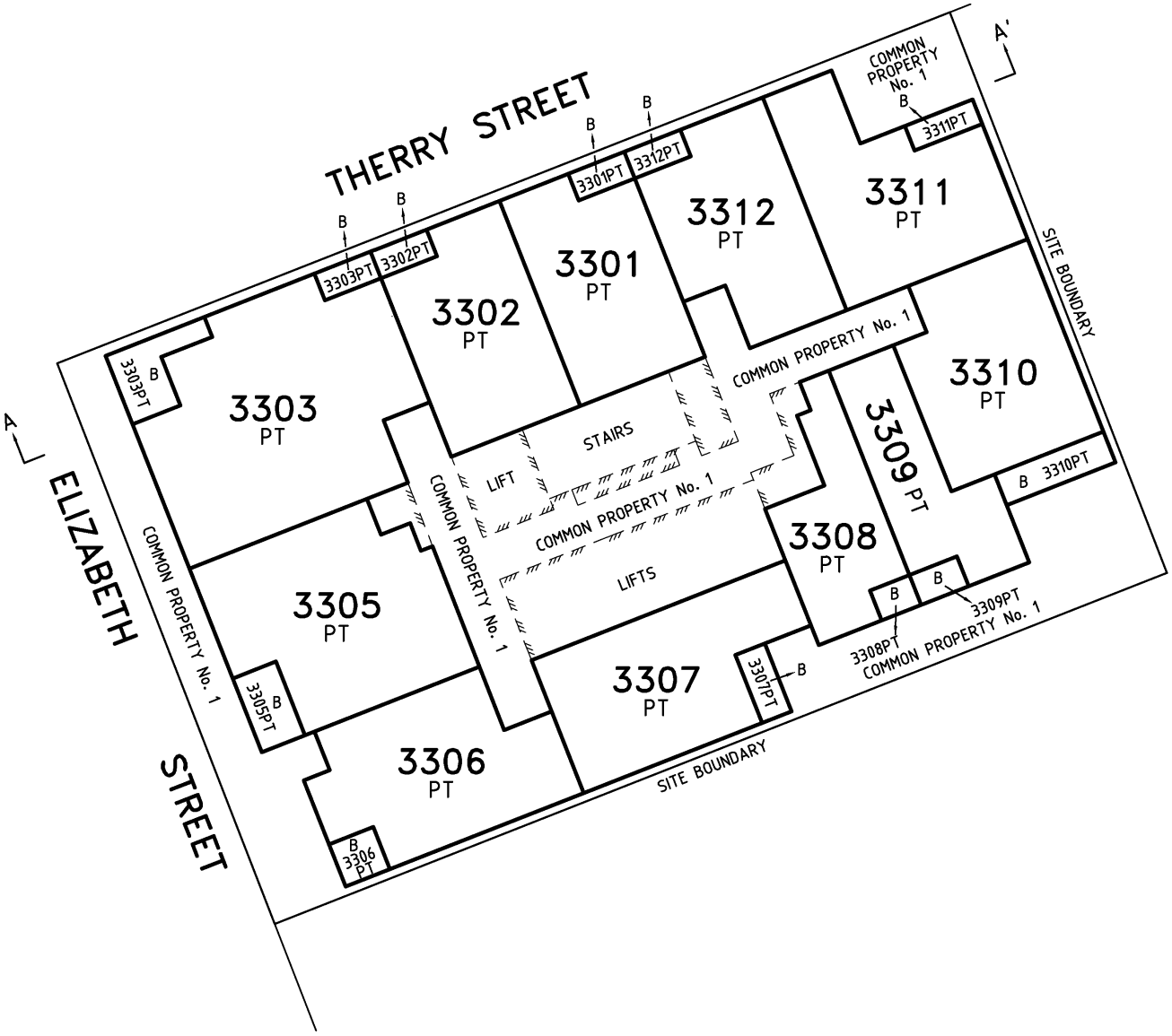
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 38

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LEVEL 33
DIAGRAM 12W

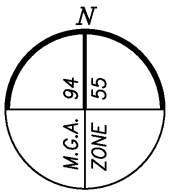
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 39

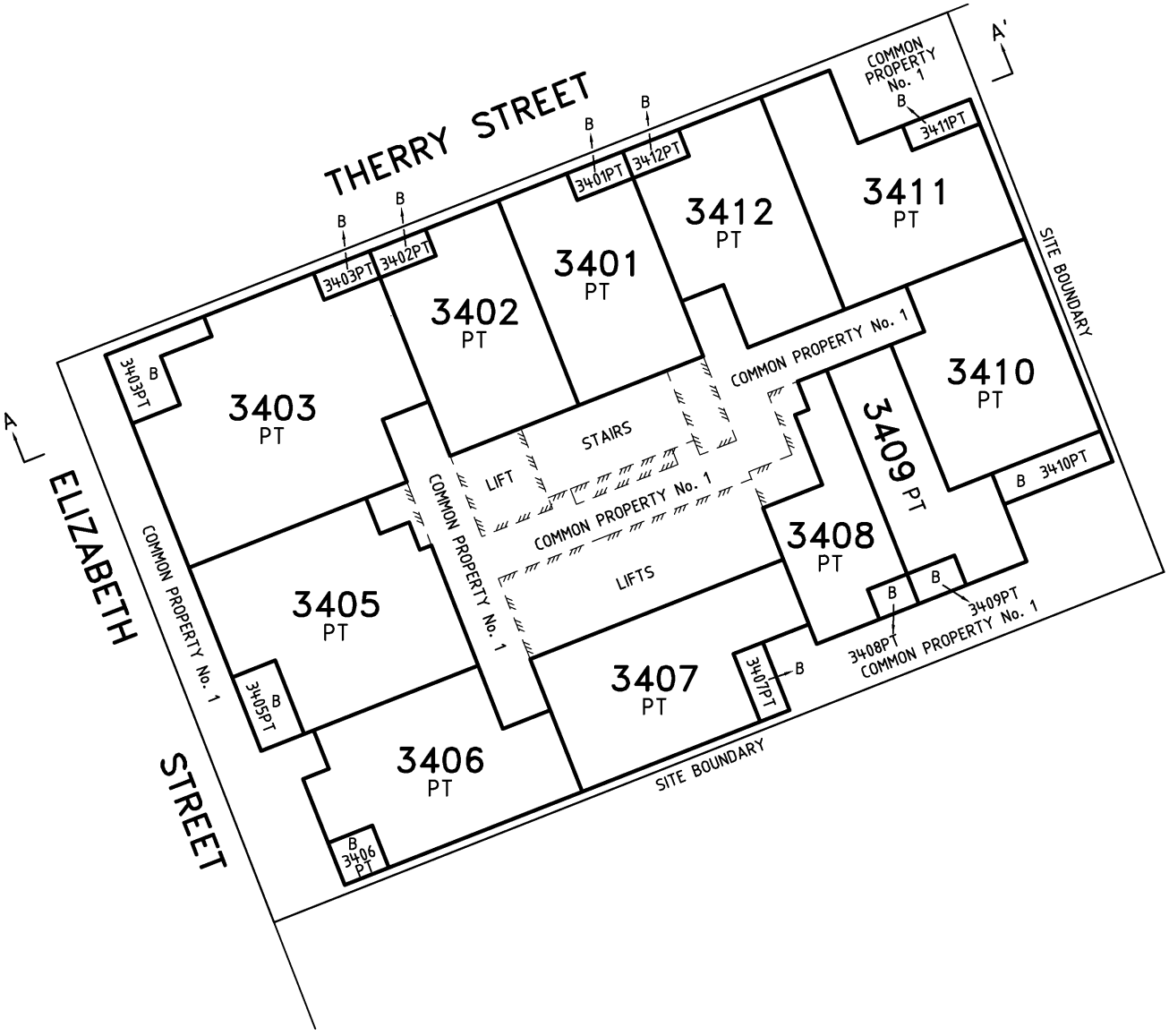
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LEVEL 34
DIAGRAM 12X

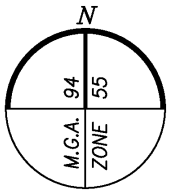
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VERSION	DRAWING 2902000JF		SHEET 40

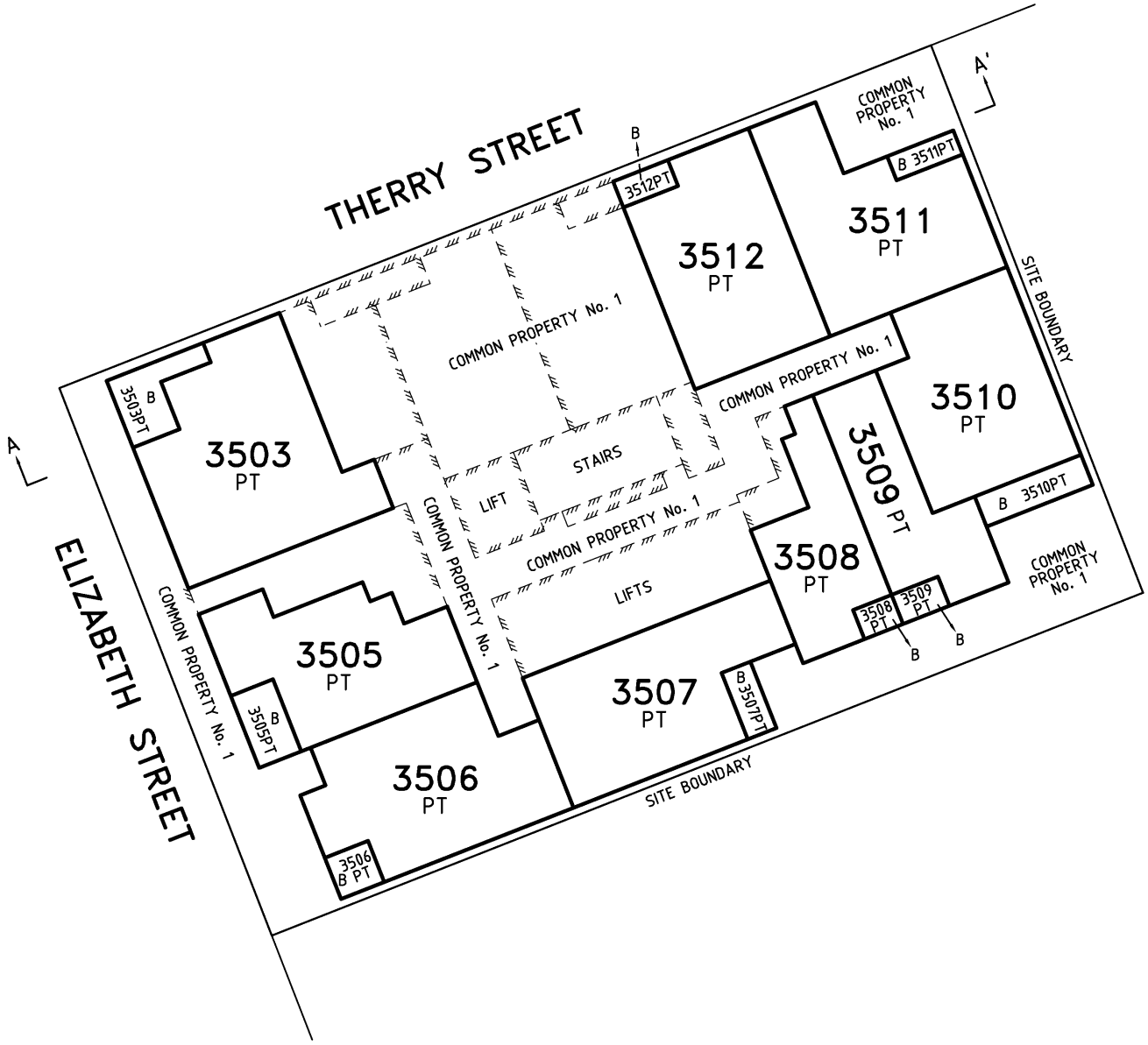
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LEVEL 35
DIAGRAM 13

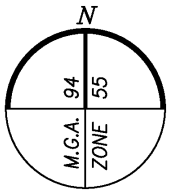
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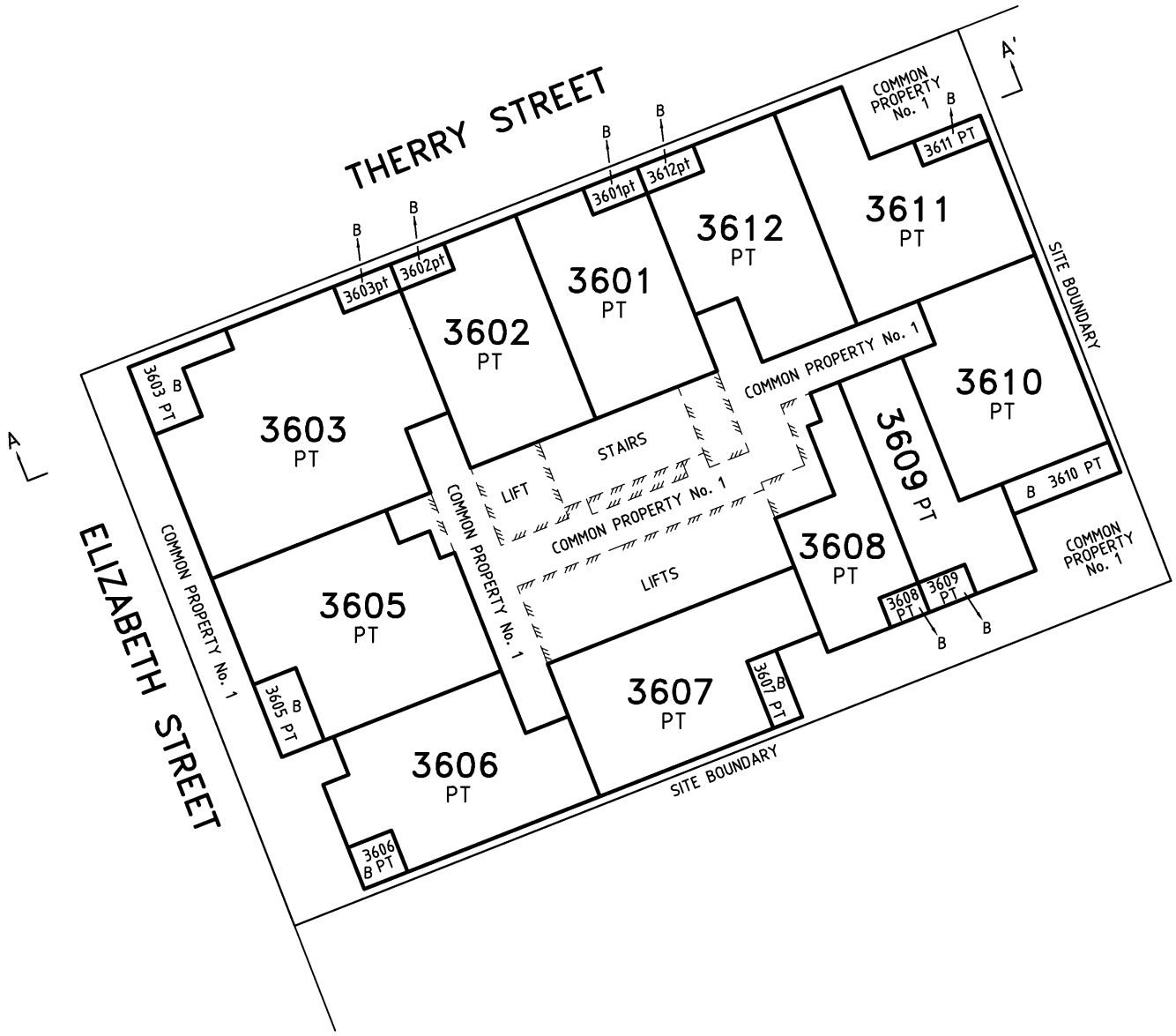
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 41

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LEVEL 36
DIAGRAM 14

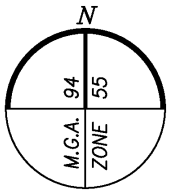
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 42

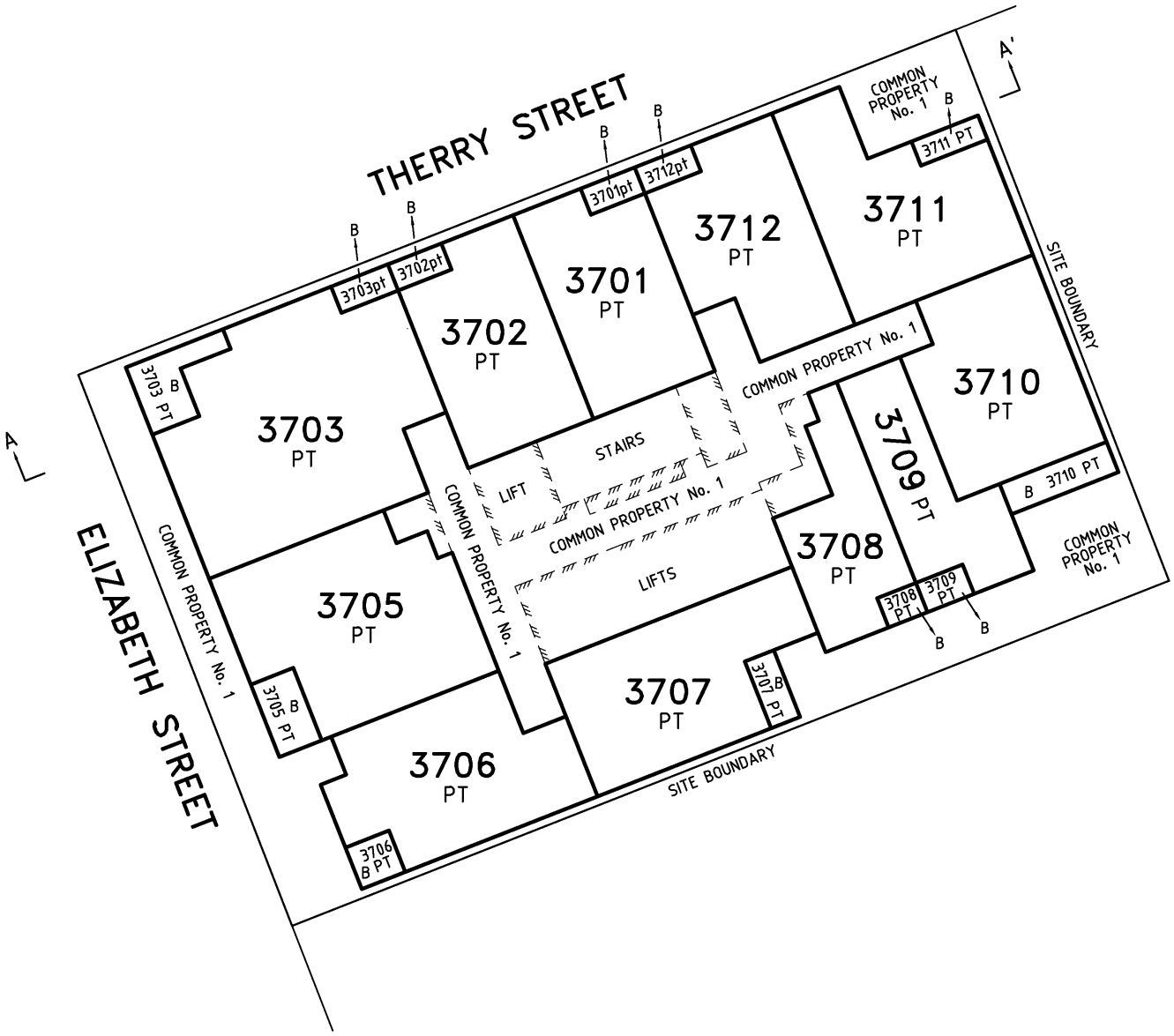
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LEVEL 37
DIAGRAM 14A

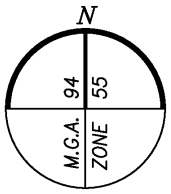
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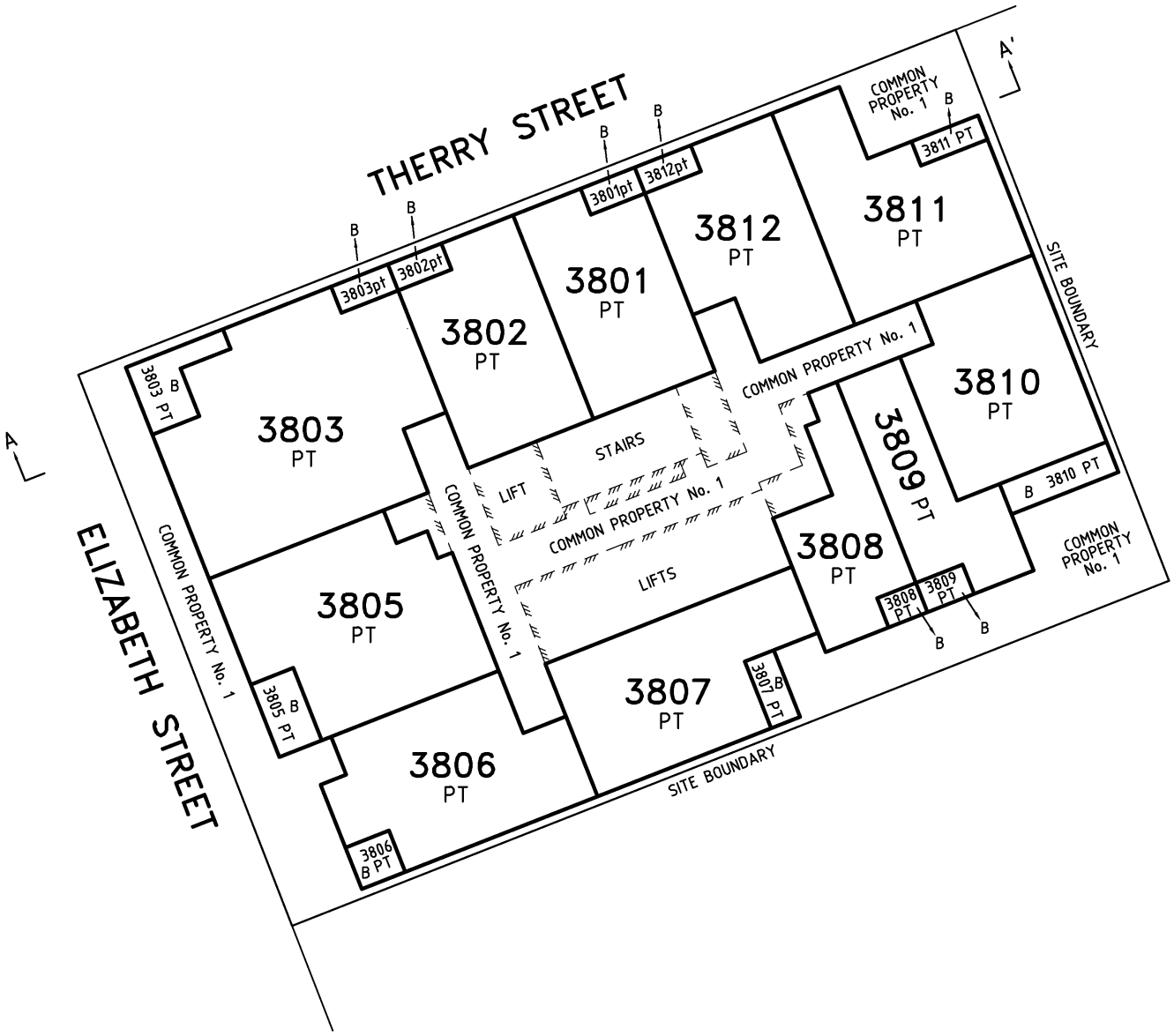
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 43

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LEVEL 38
DIAGRAM 14B

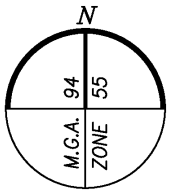
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 44

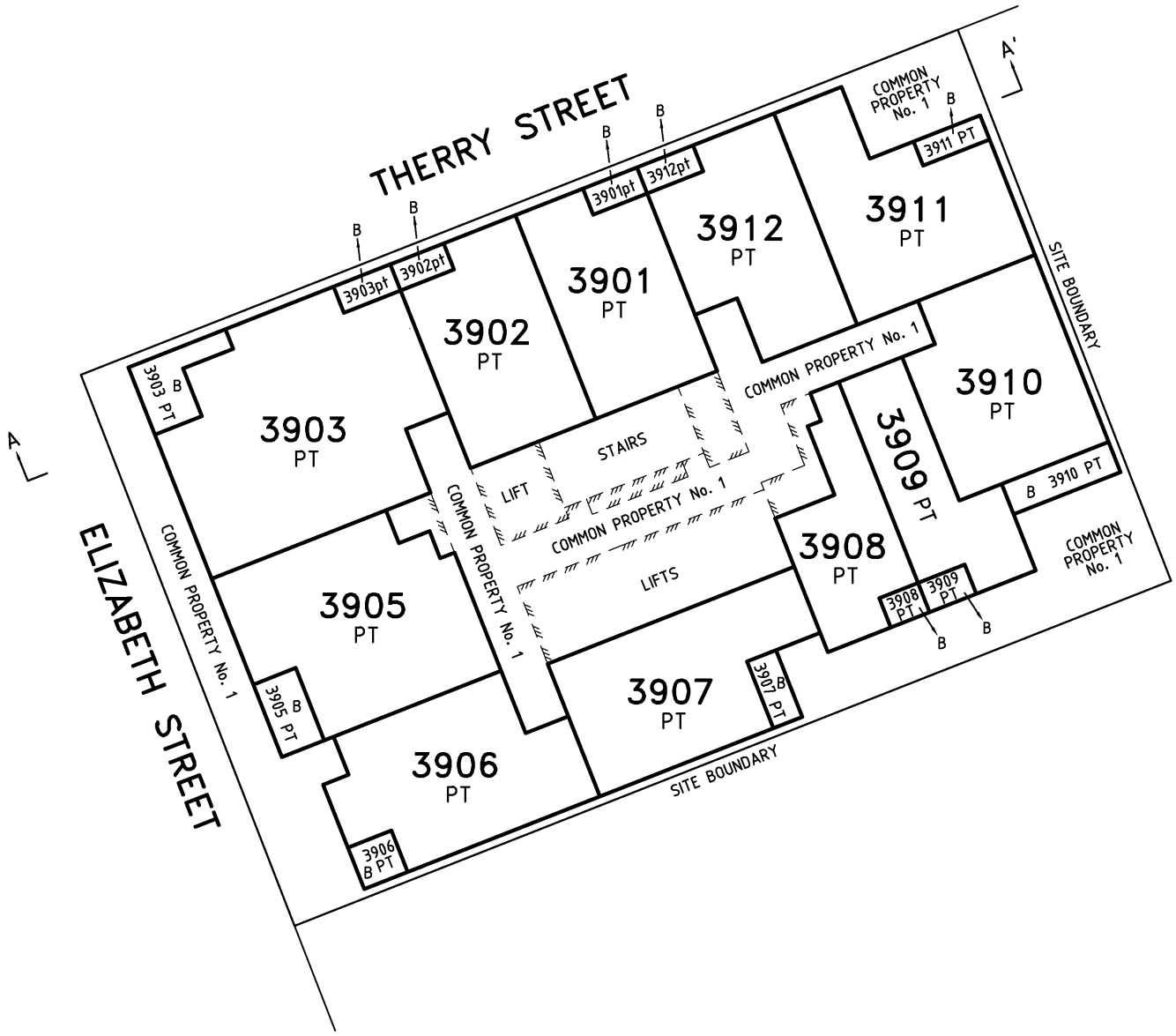
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LEVEL 39
DIAGRAM 14C

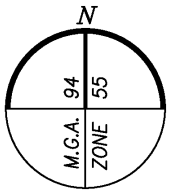
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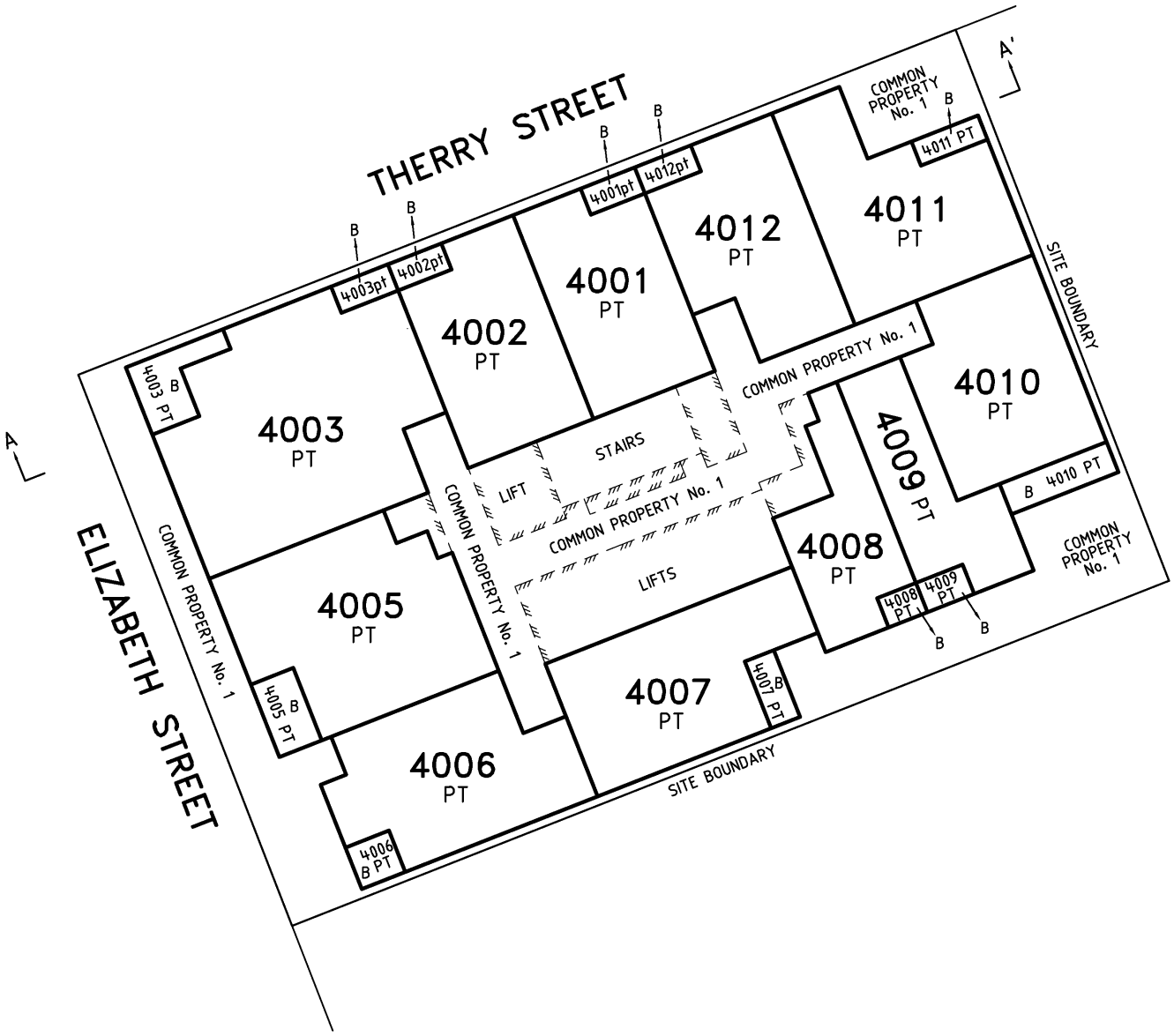
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 45

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LEVEL 40
DIAGRAM 14D

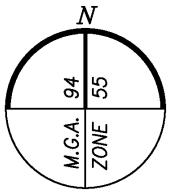
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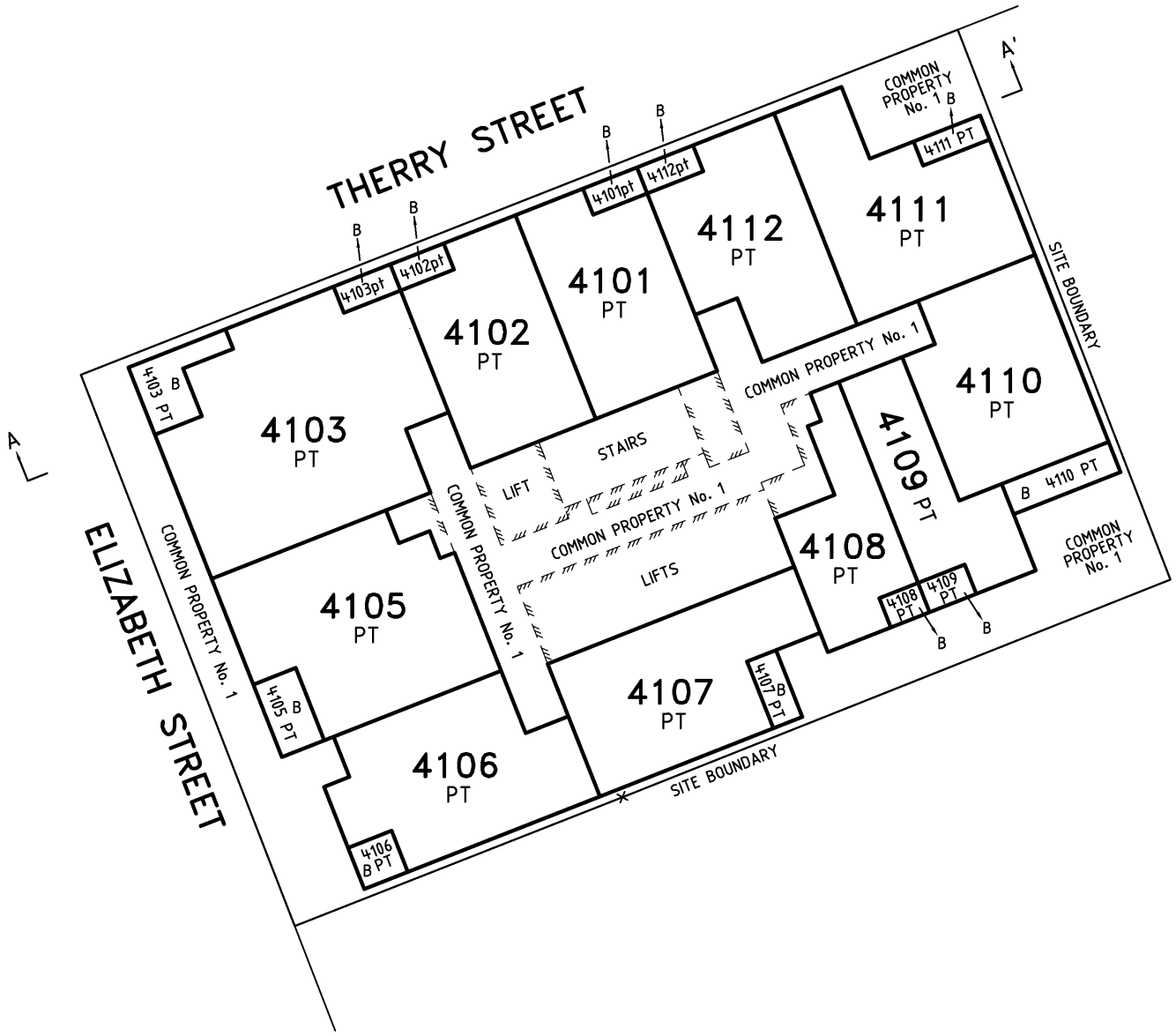
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 46

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LEVEL 41
DIAGRAM 15

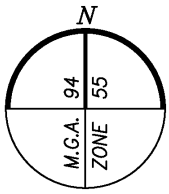
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 47

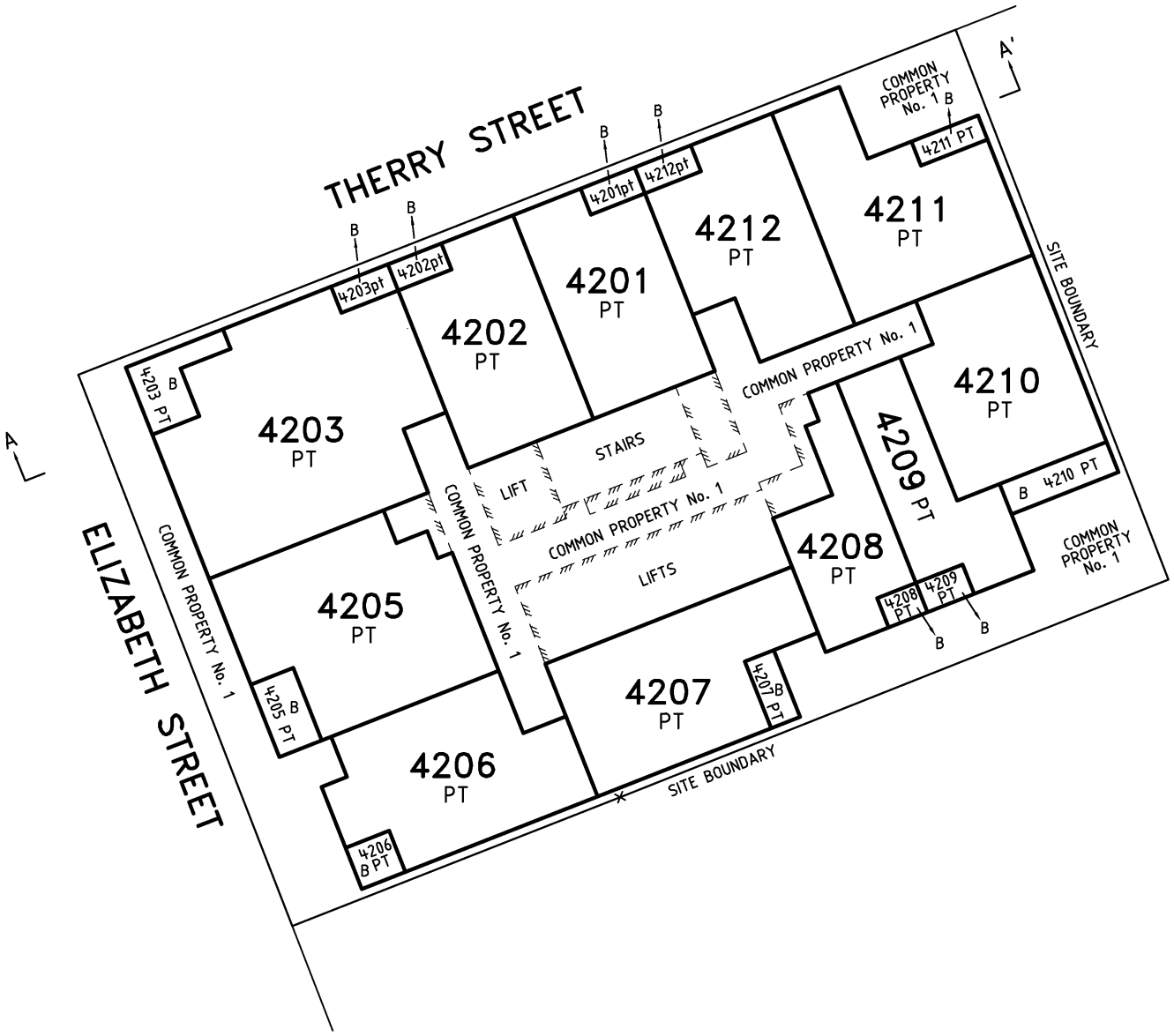
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LEVEL 42
DIAGRAM 15A

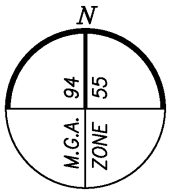
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 48

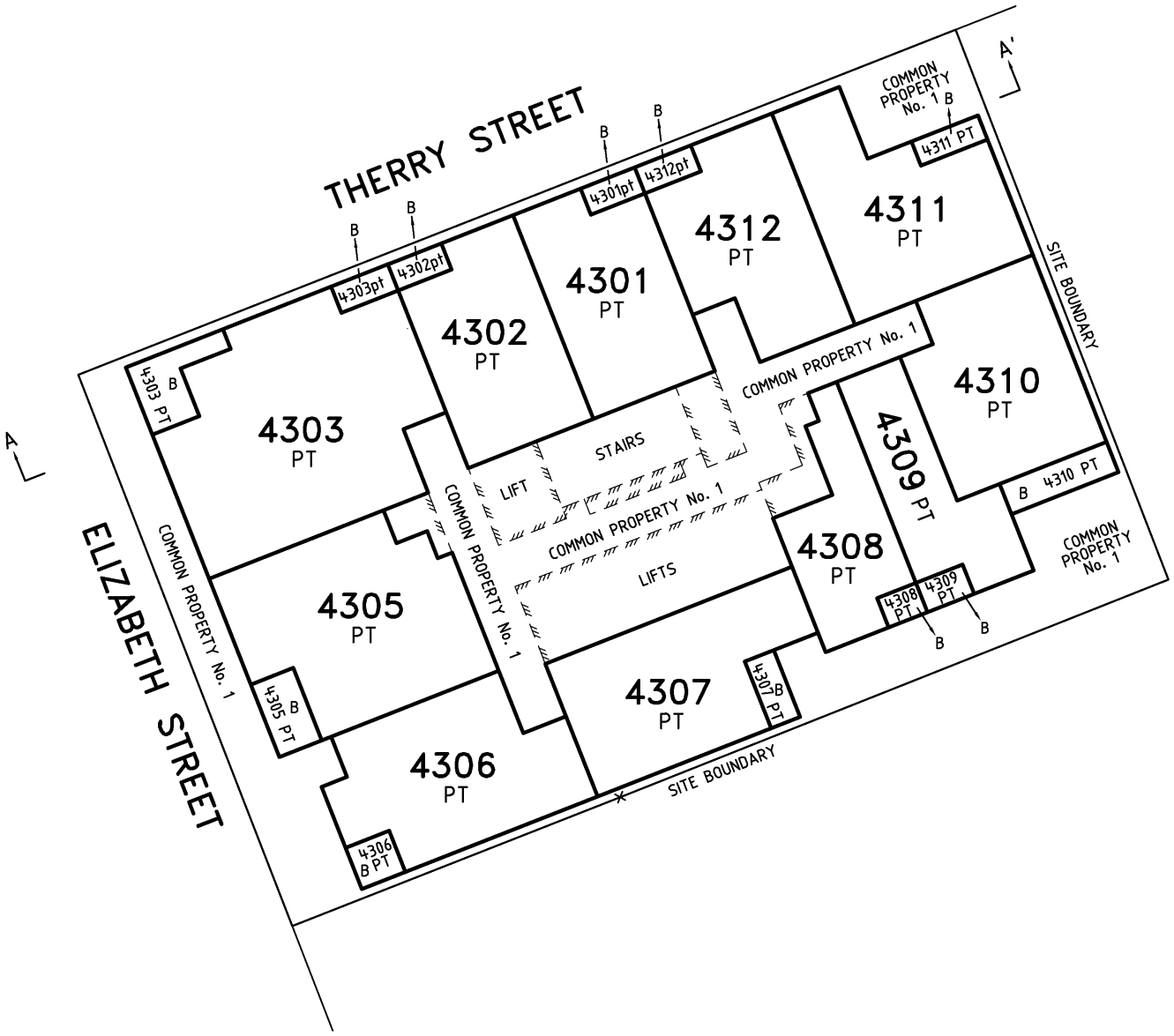
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LEVEL 43
DIAGRAM 15B

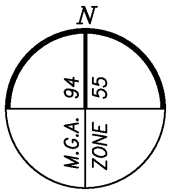
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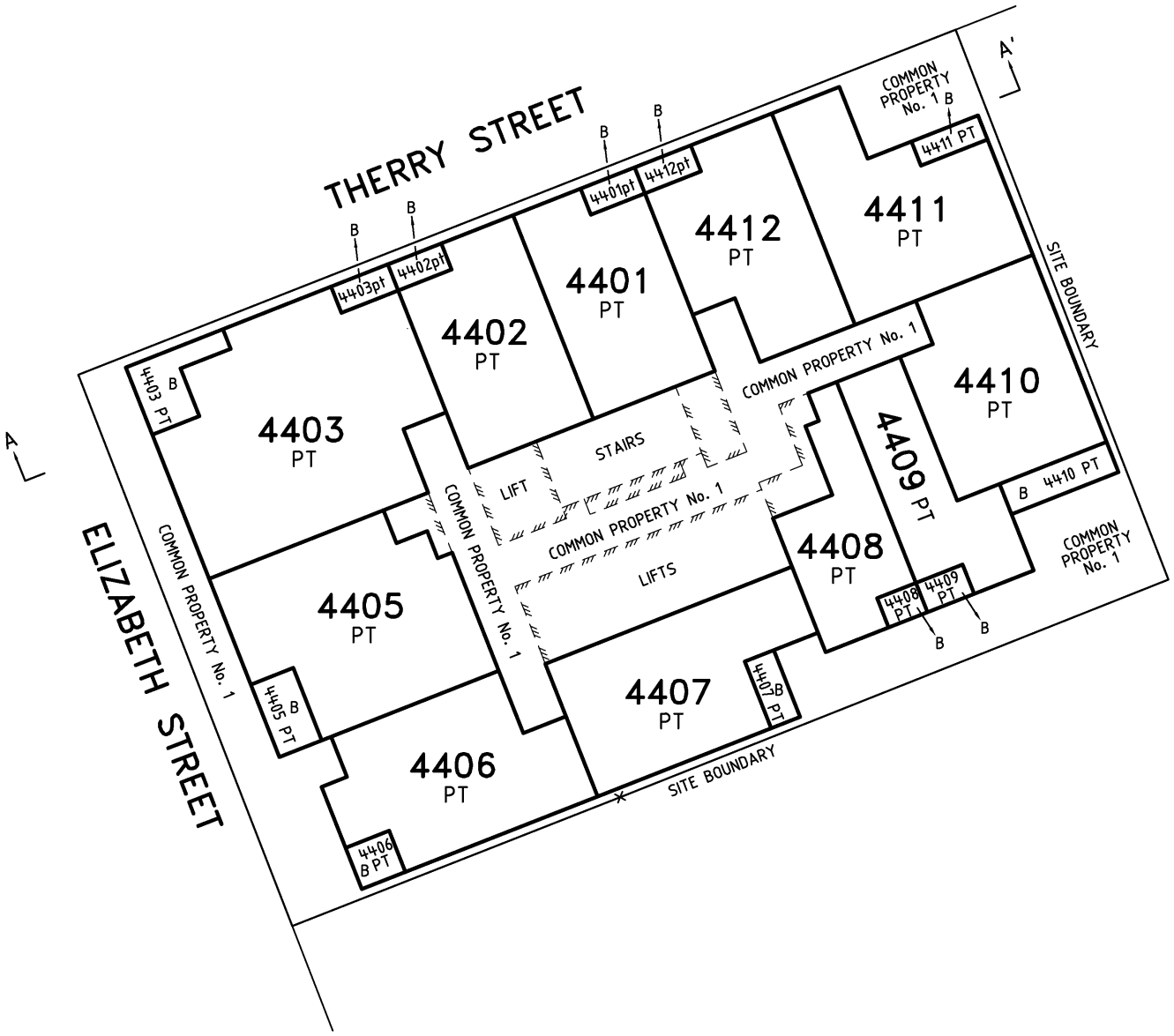
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 49

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LEVEL 44
DIAGRAM 15C

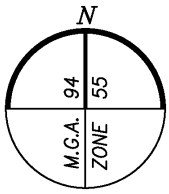
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 50

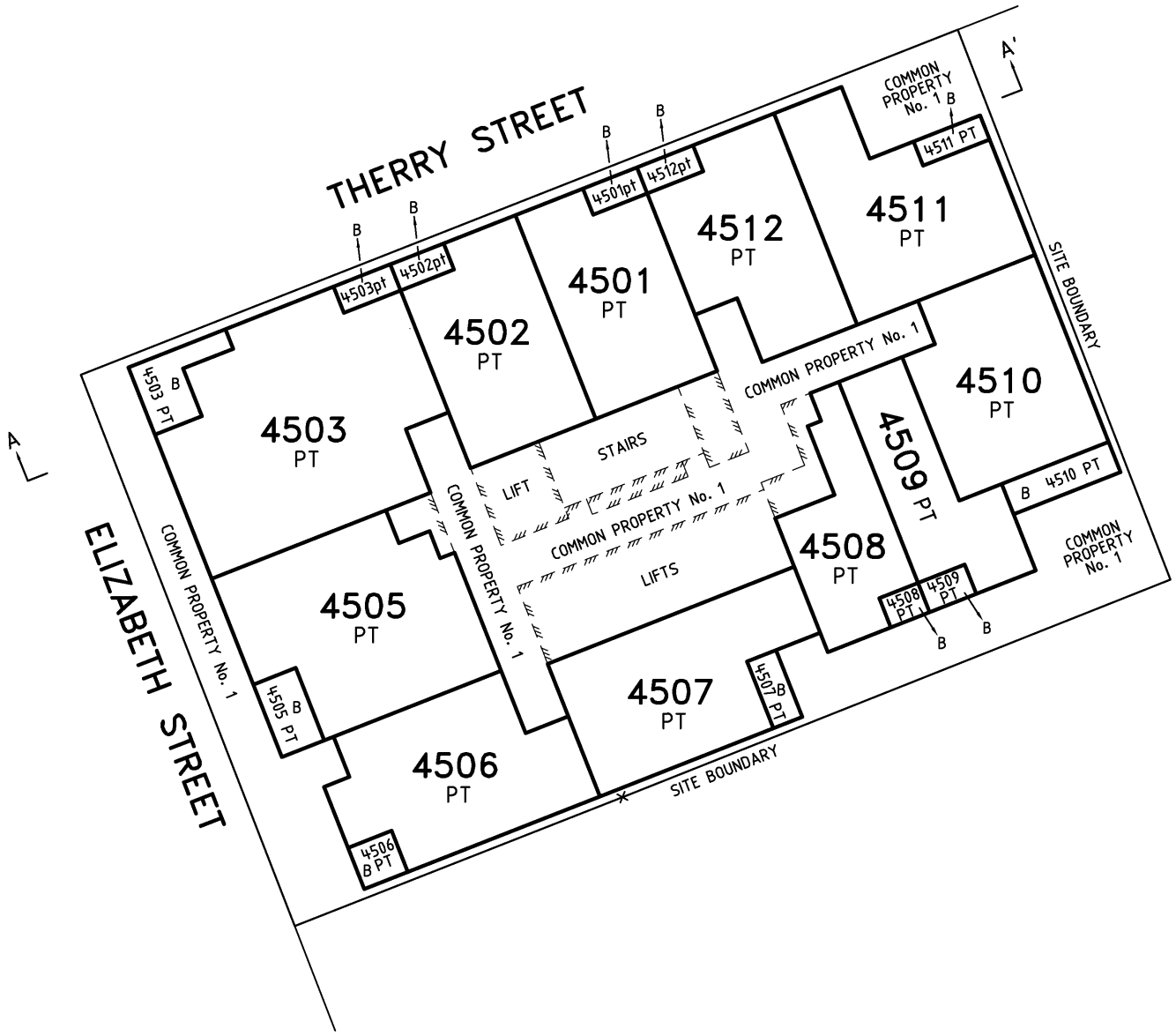
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LEVEL 45
DIAGRAM 15D

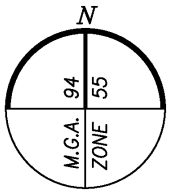
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 51

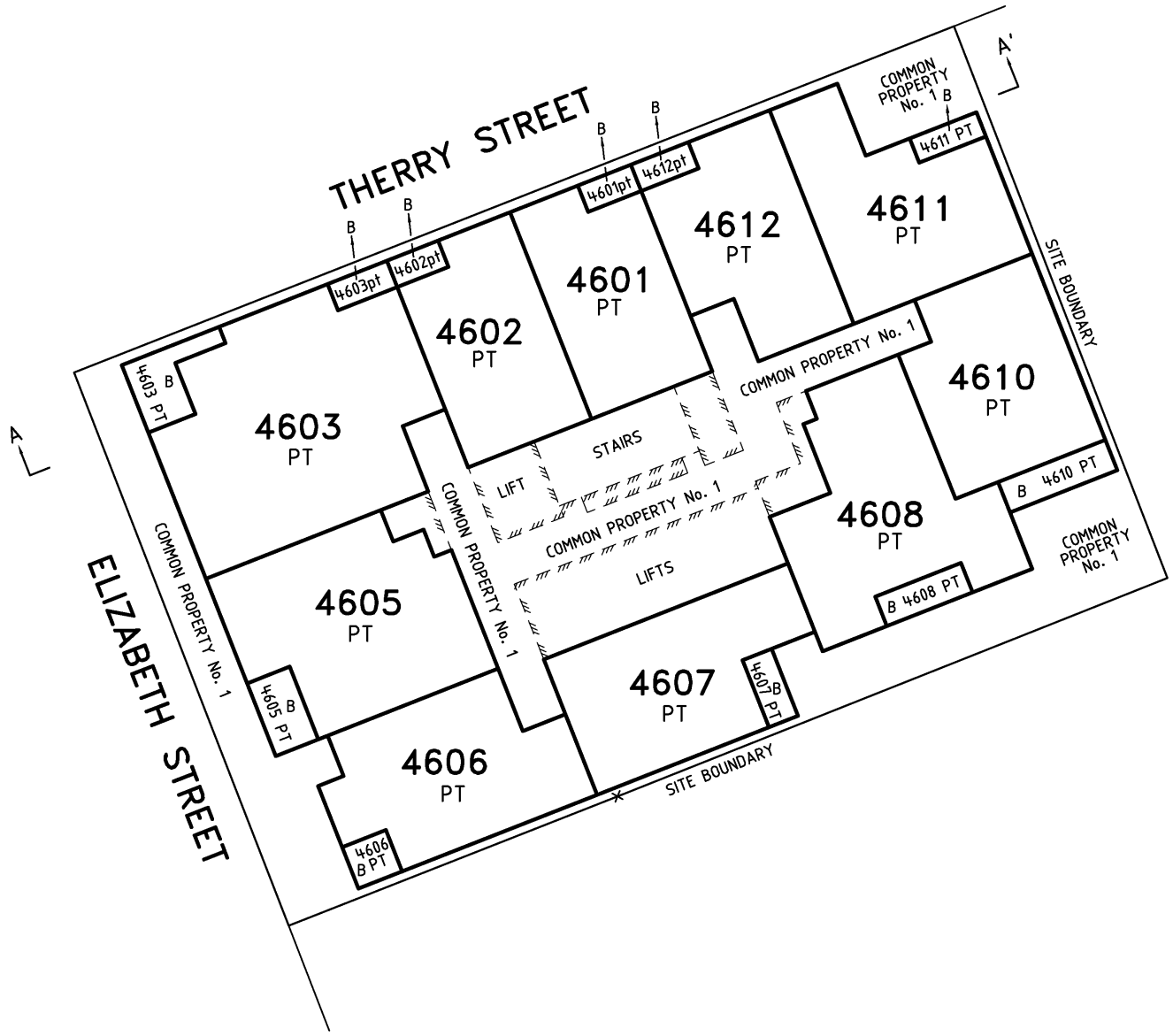
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LEVEL 46
DIAGRAM 16

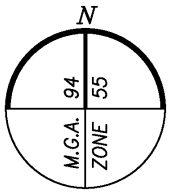
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 52

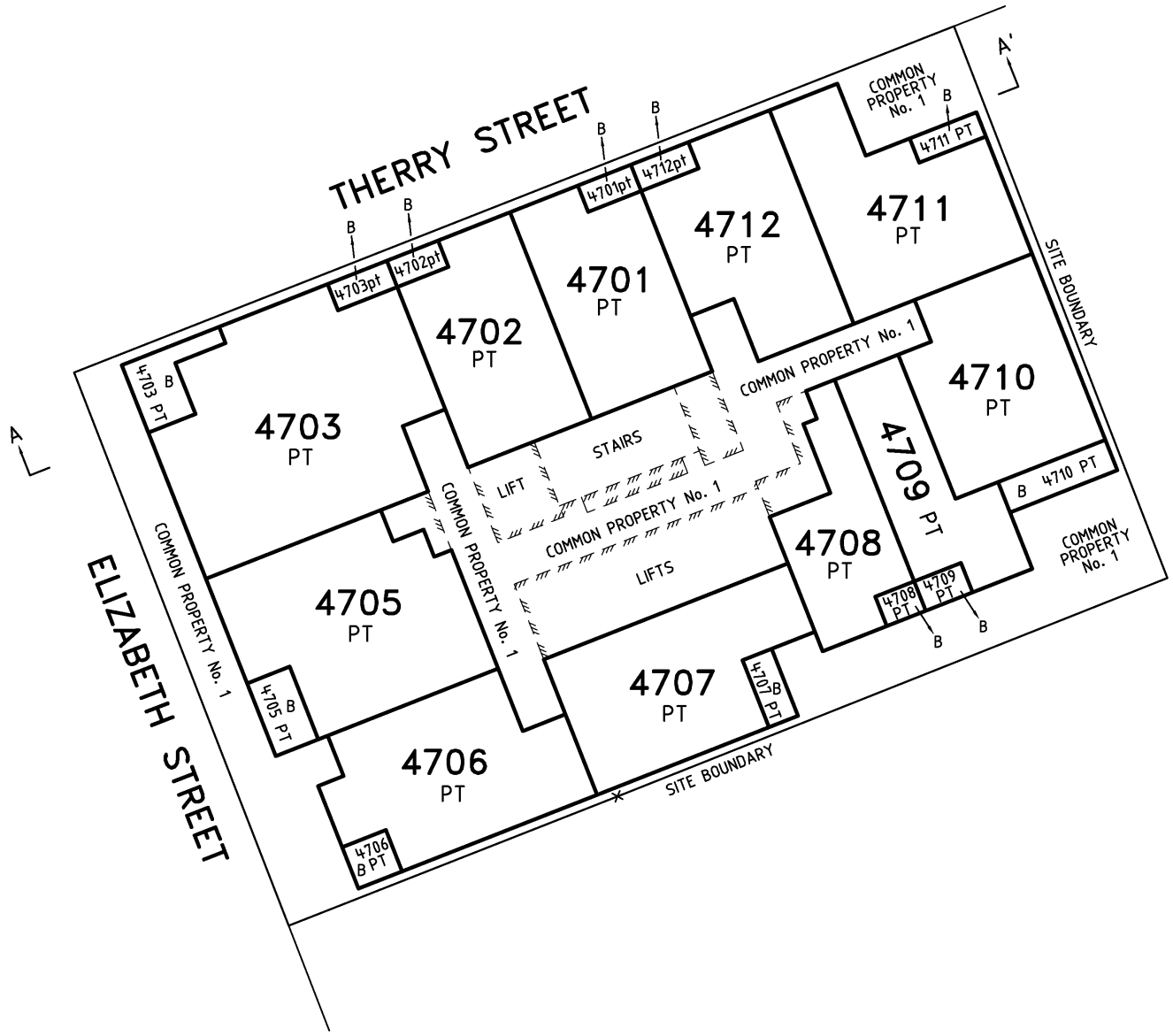
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LEVEL 47
DIAGRAM 16A

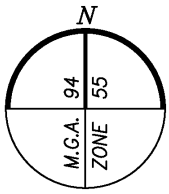
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 53

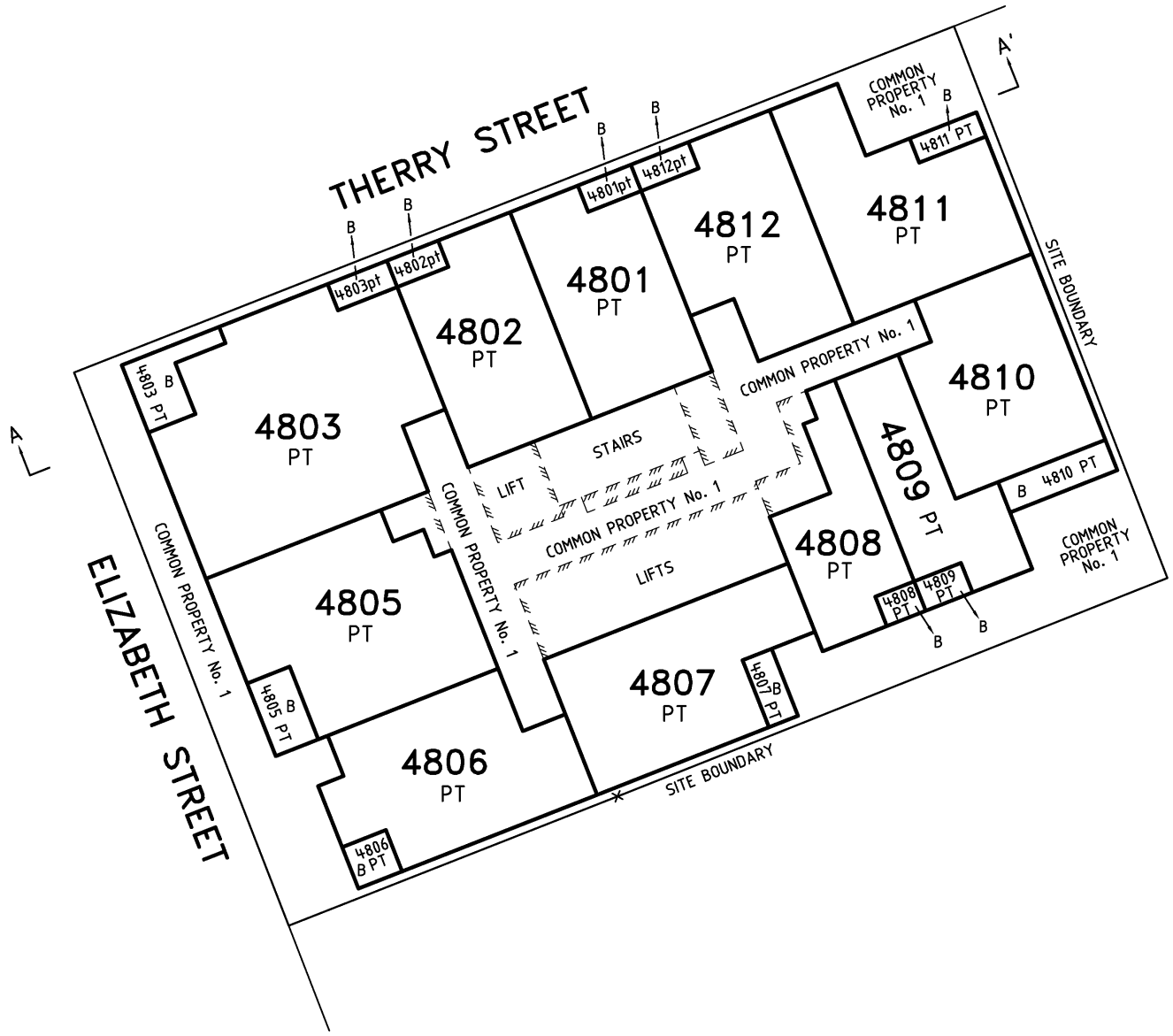
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LEVEL 48
DIAGRAM 16B

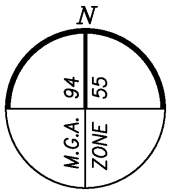
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 54

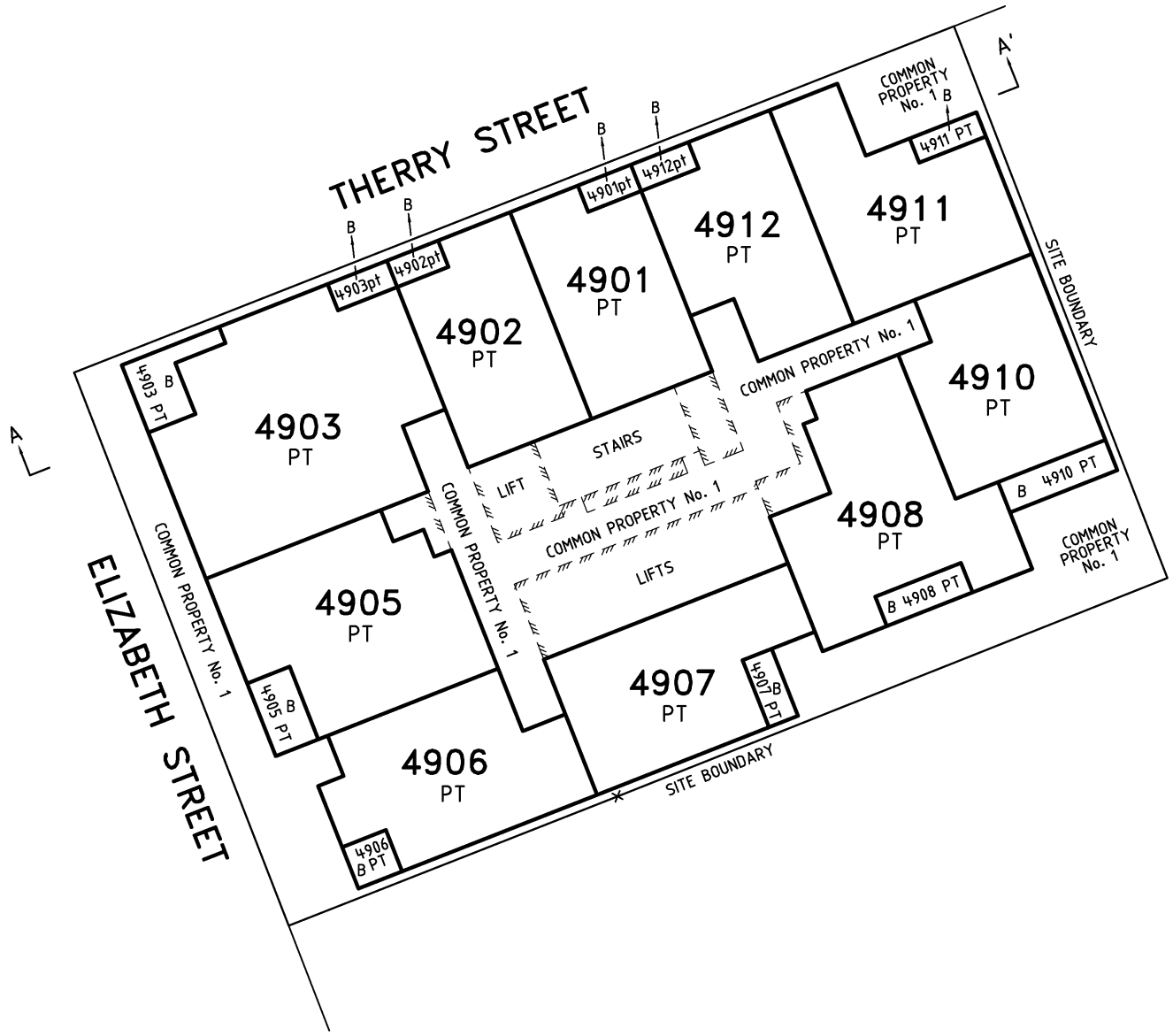
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LEVEL 49
DIAGRAM 16C

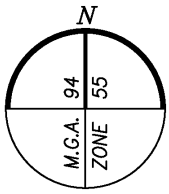
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 55

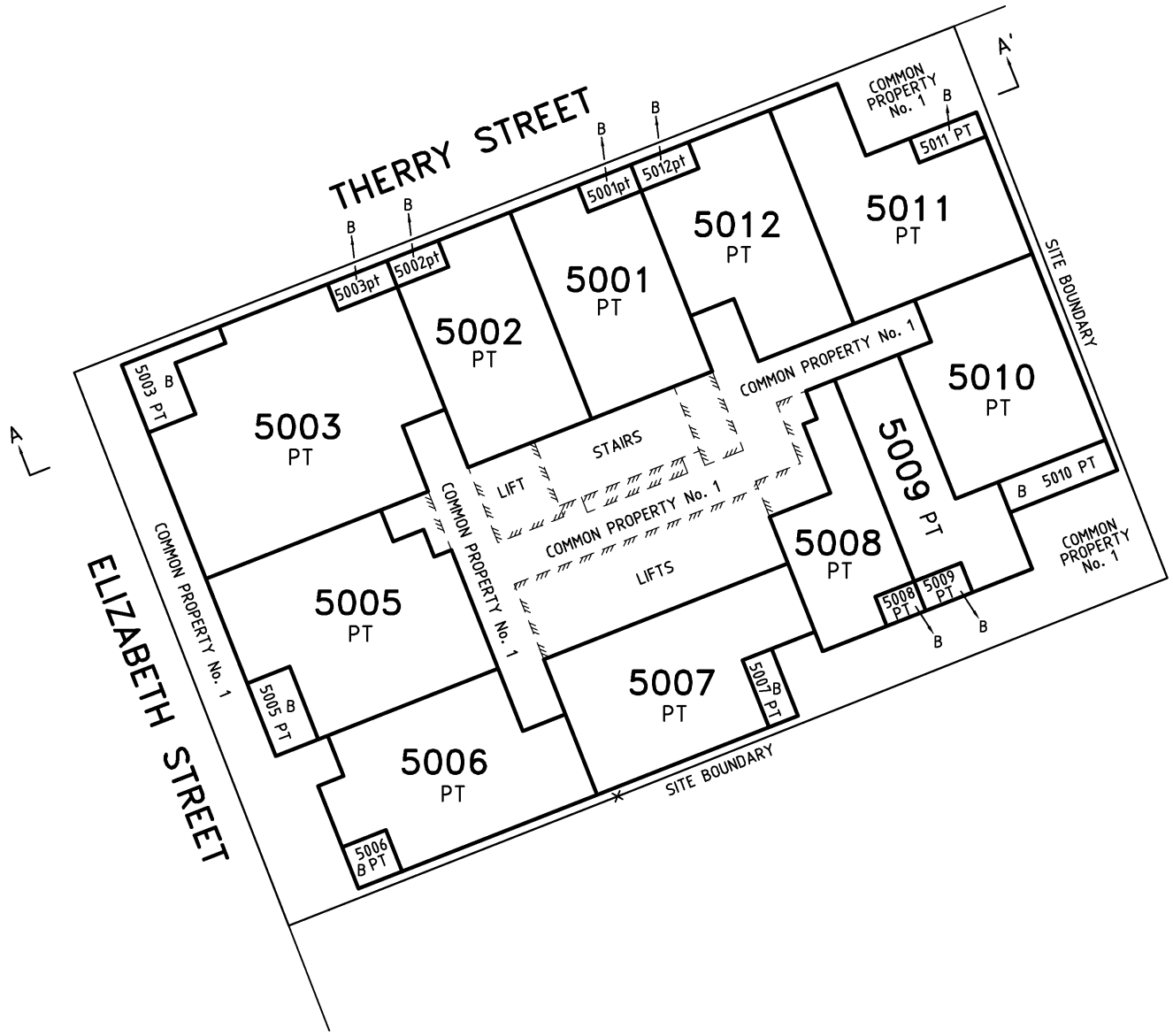
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LEVEL 50
DIAGRAM 16D

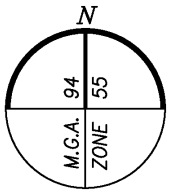
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 56

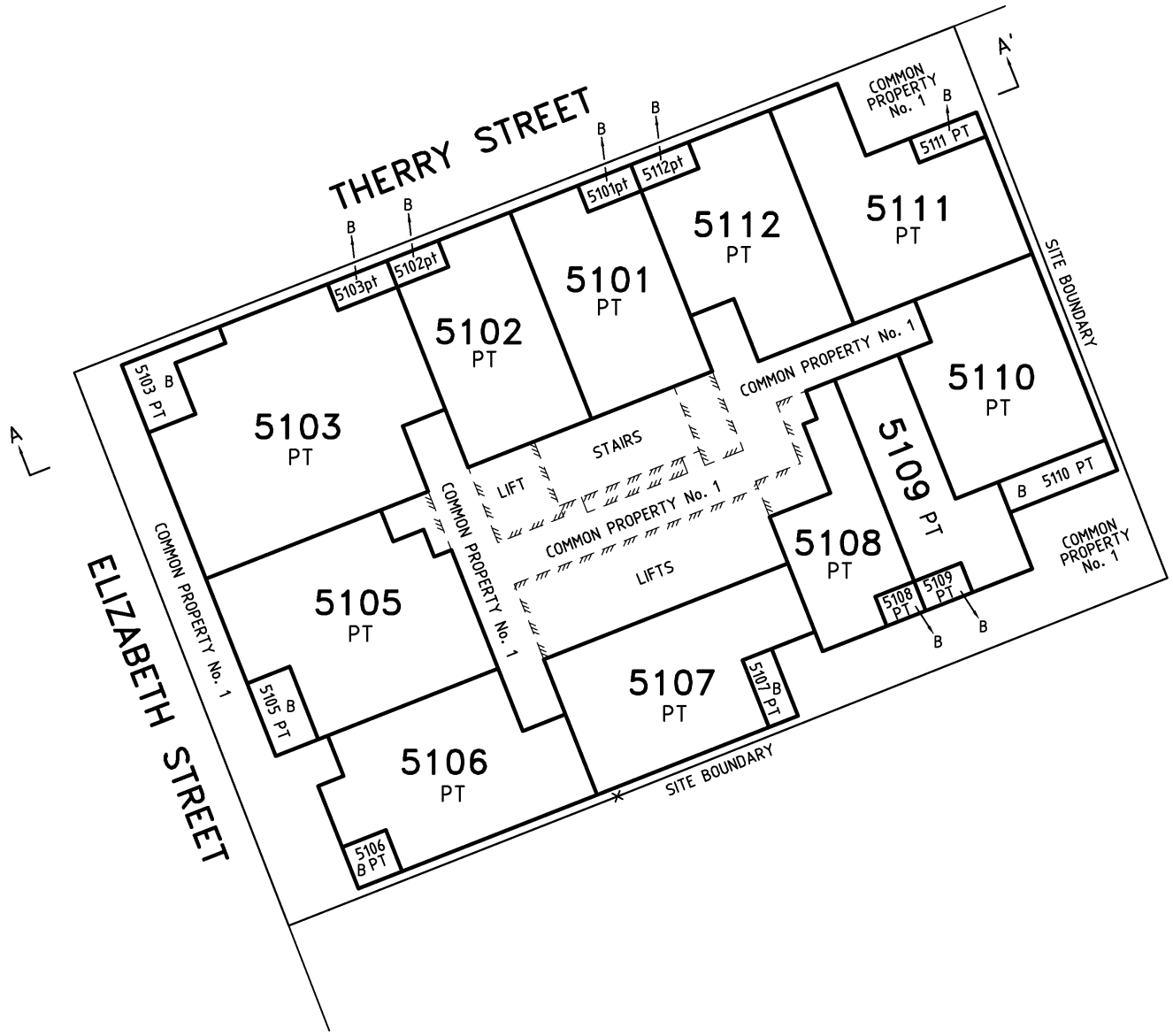
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LEVEL 51
DIAGRAM 16E

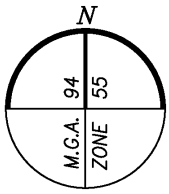
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 57

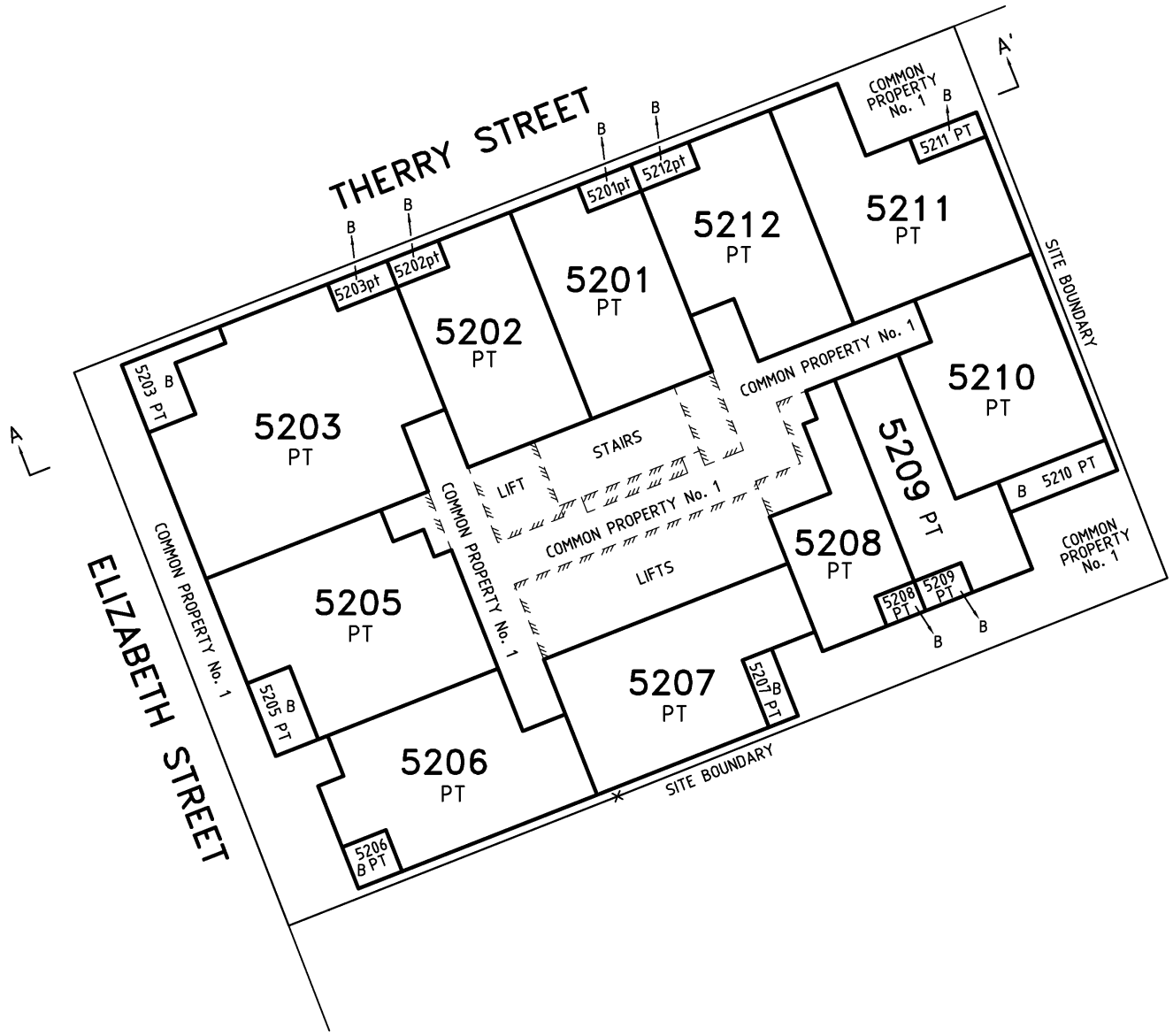
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LEVEL 52
DIAGRAM 16F

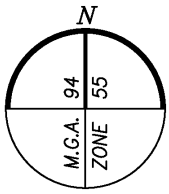
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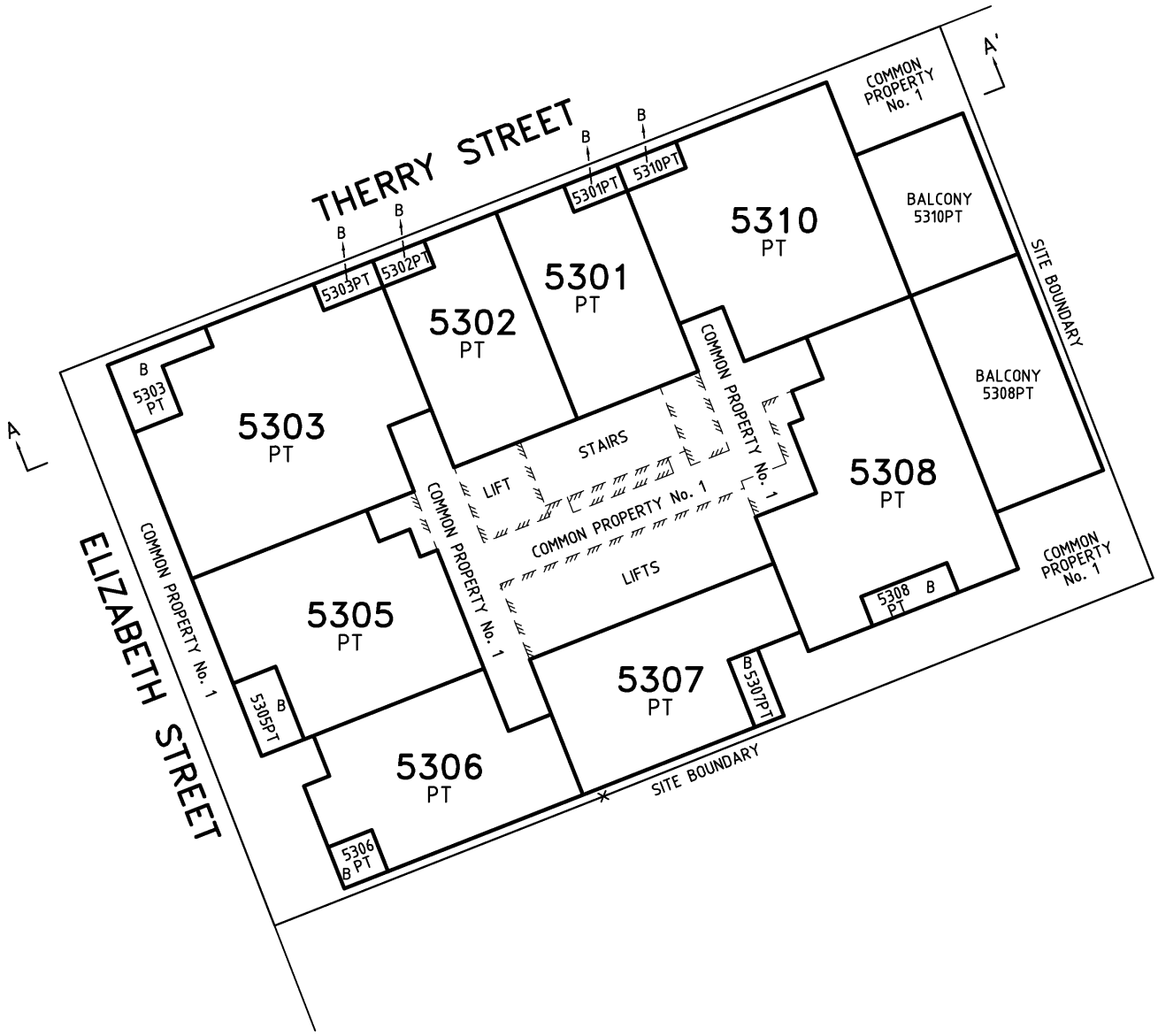
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 58

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LEVEL 53
DIAGRAM 16G

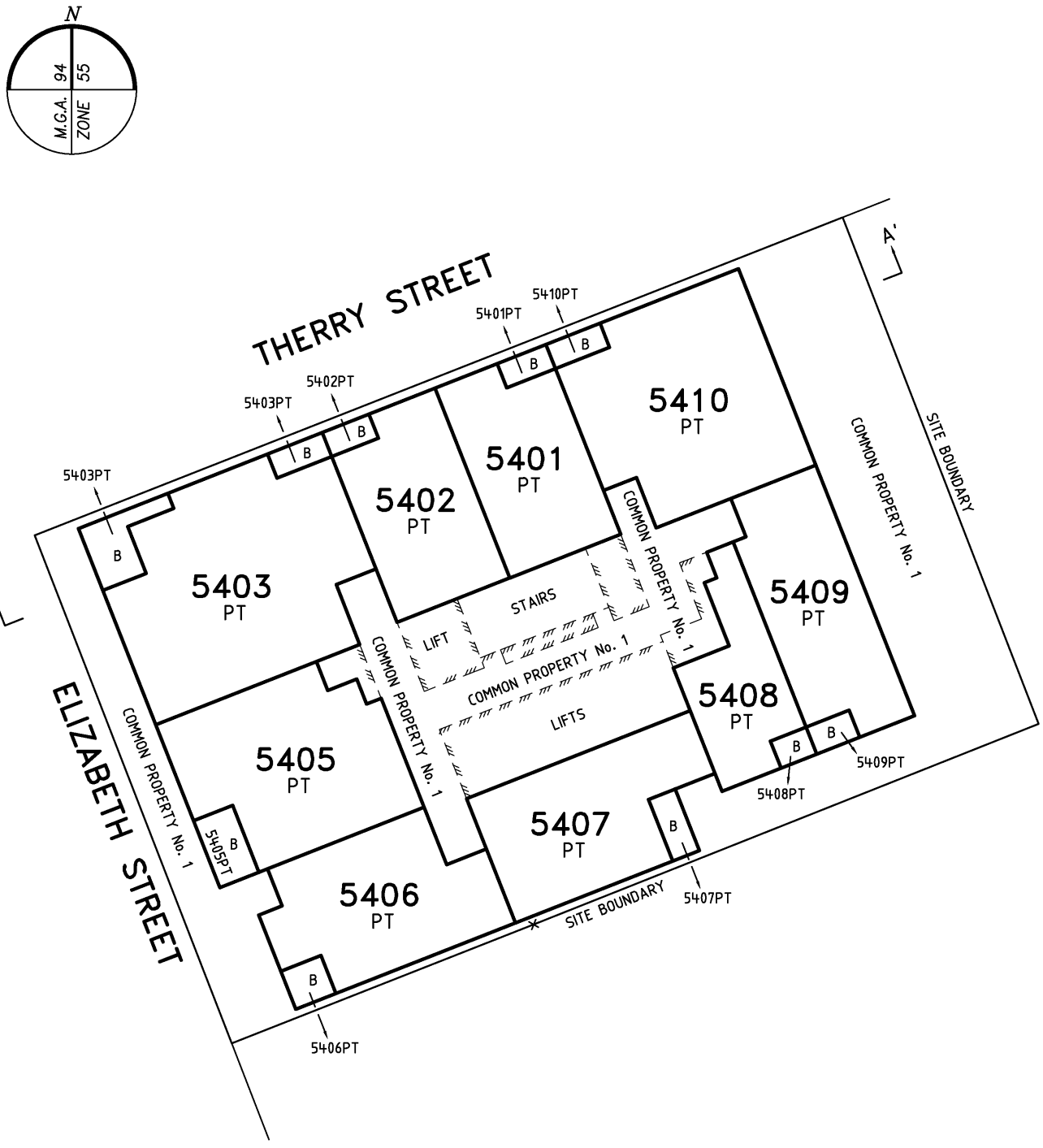
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 59

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NOTE:
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ON LEVELS 54 AND 55 RESPECTIVELY

LEVEL 54
DIAGRAM 17

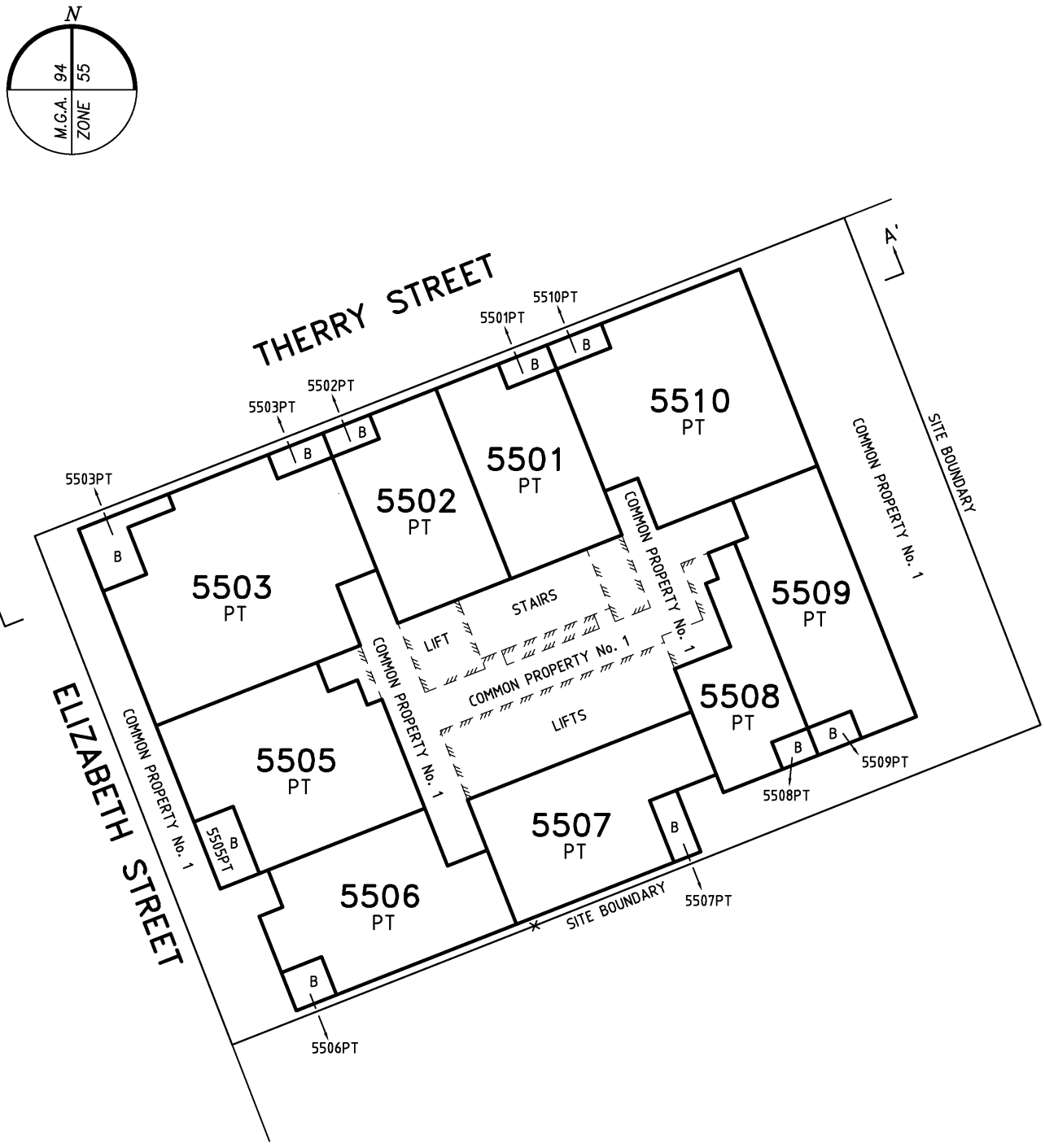
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 60

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NOTE:
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ON LEVELS 54 AND 55 RESPECTIVELY

LEVEL 55
DIAGRAM 17A

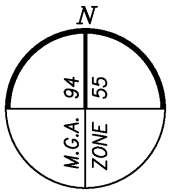
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 61

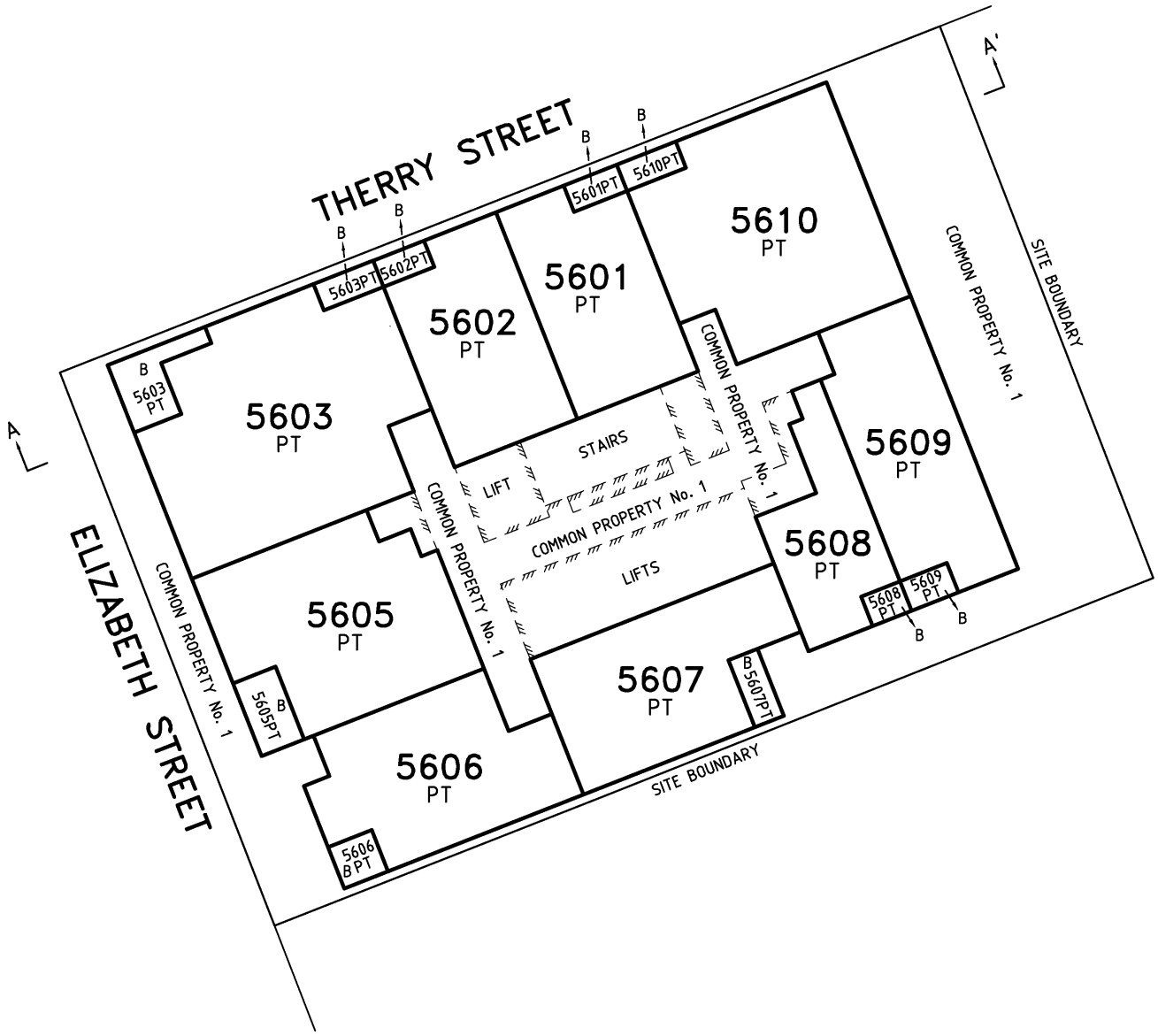
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LEVEL 56
DIAGRAM 18

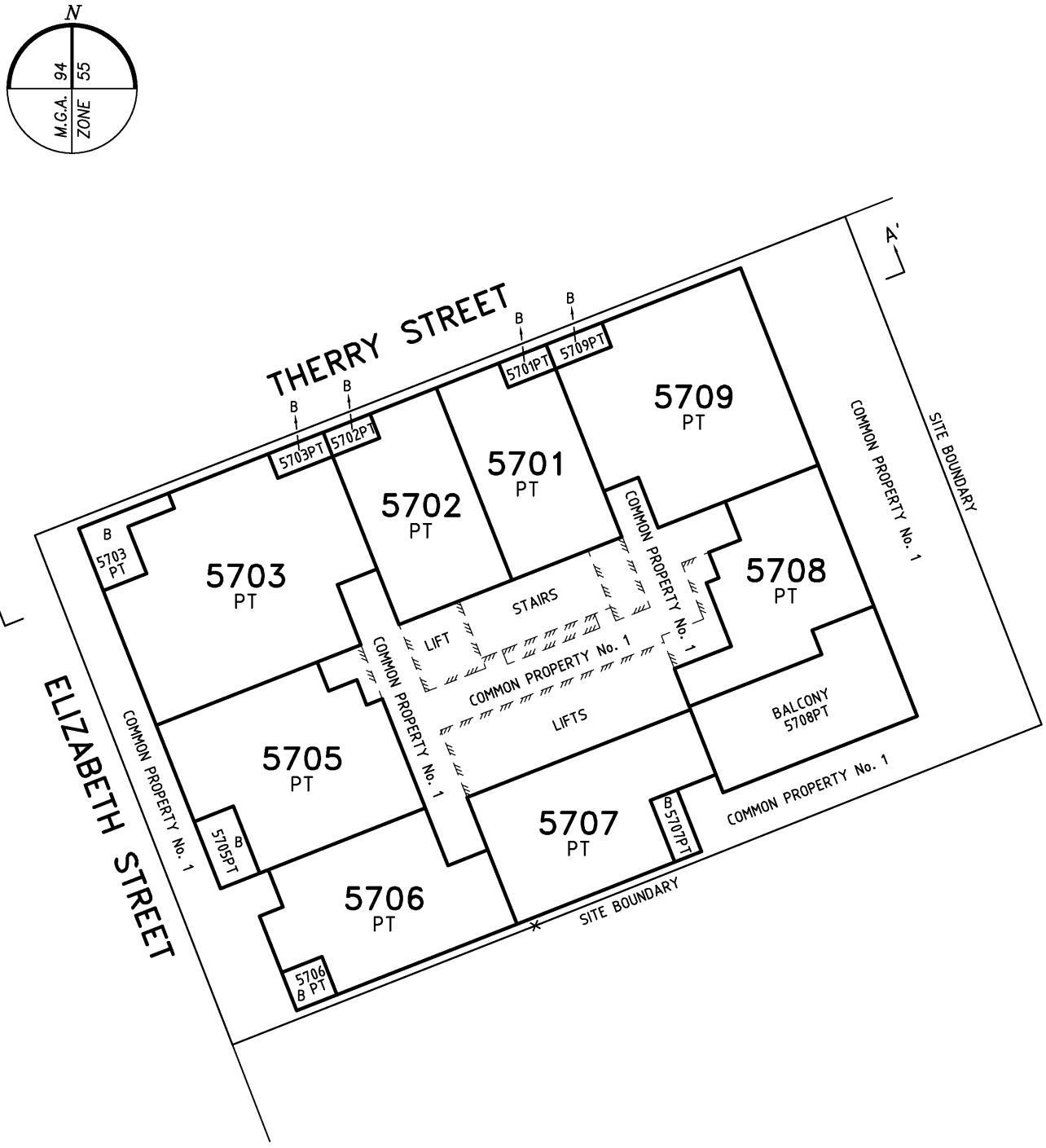
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 62

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LEVEL 57
DIAGRAM 19

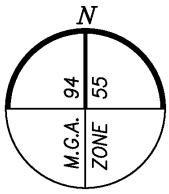
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 63

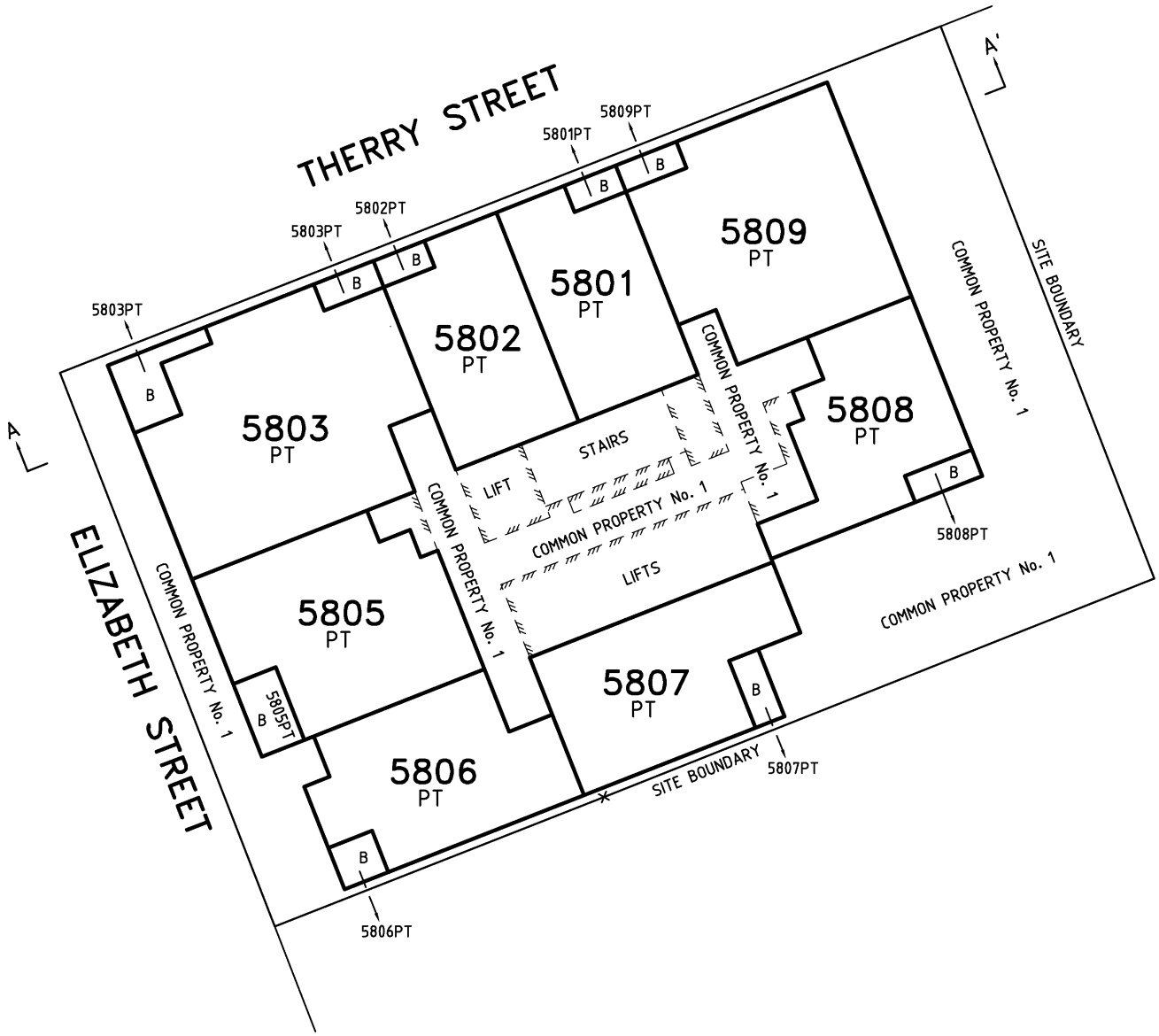
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NOTE:
LOTS SHOWN 58** AND 59** ARE CONTAINED
ON LEVELS 58 AND 59 RESPECTIVELY

LEVEL 58
DIAGRAM 20

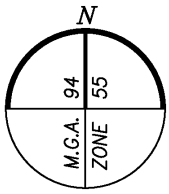
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 64

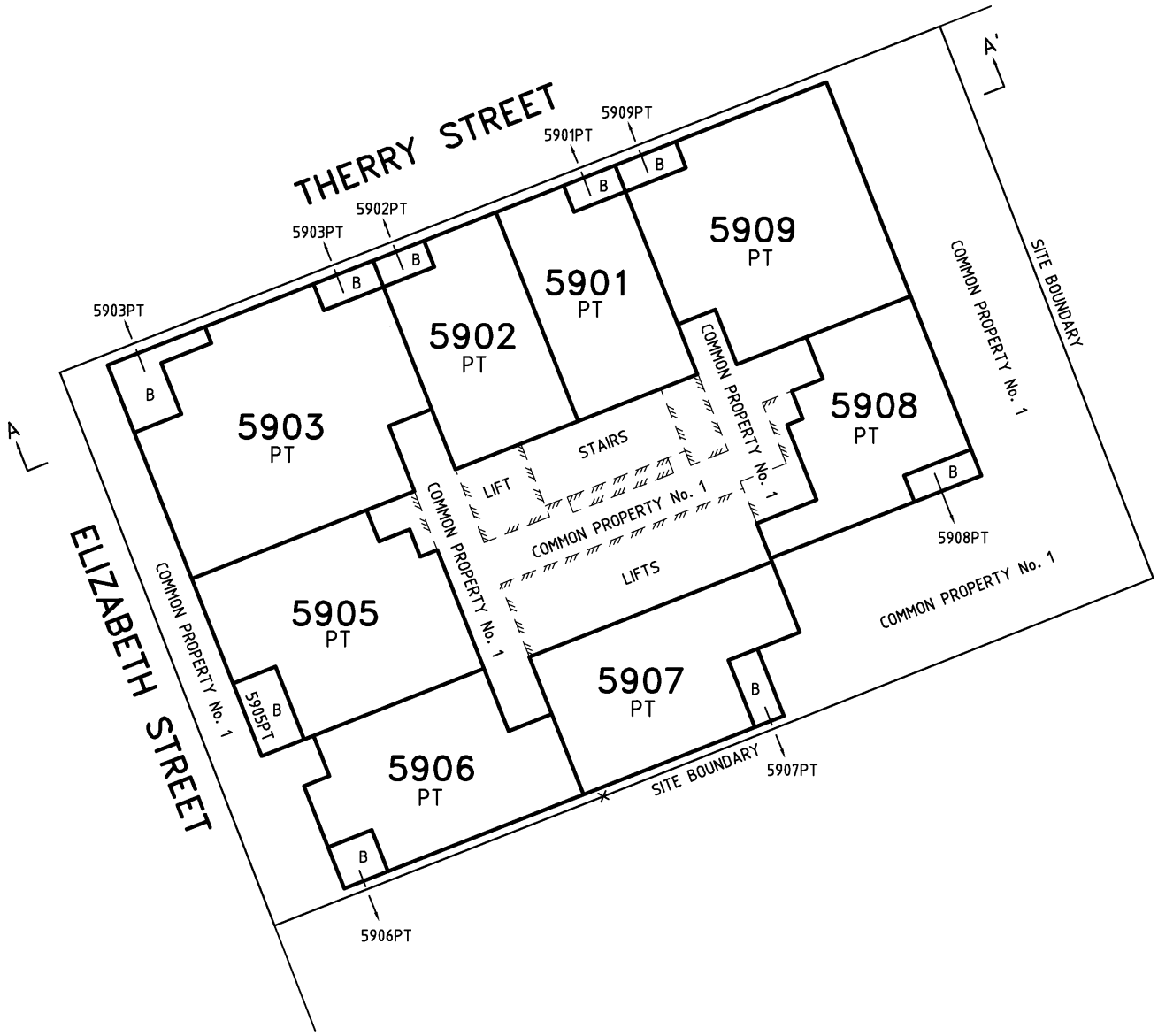
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NOTE:
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ON LEVELS 58 AND 59 RESPECTIVELY

LEVEL 59
DIAGRAM 20A

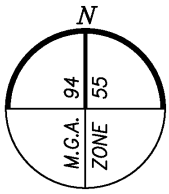
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 65

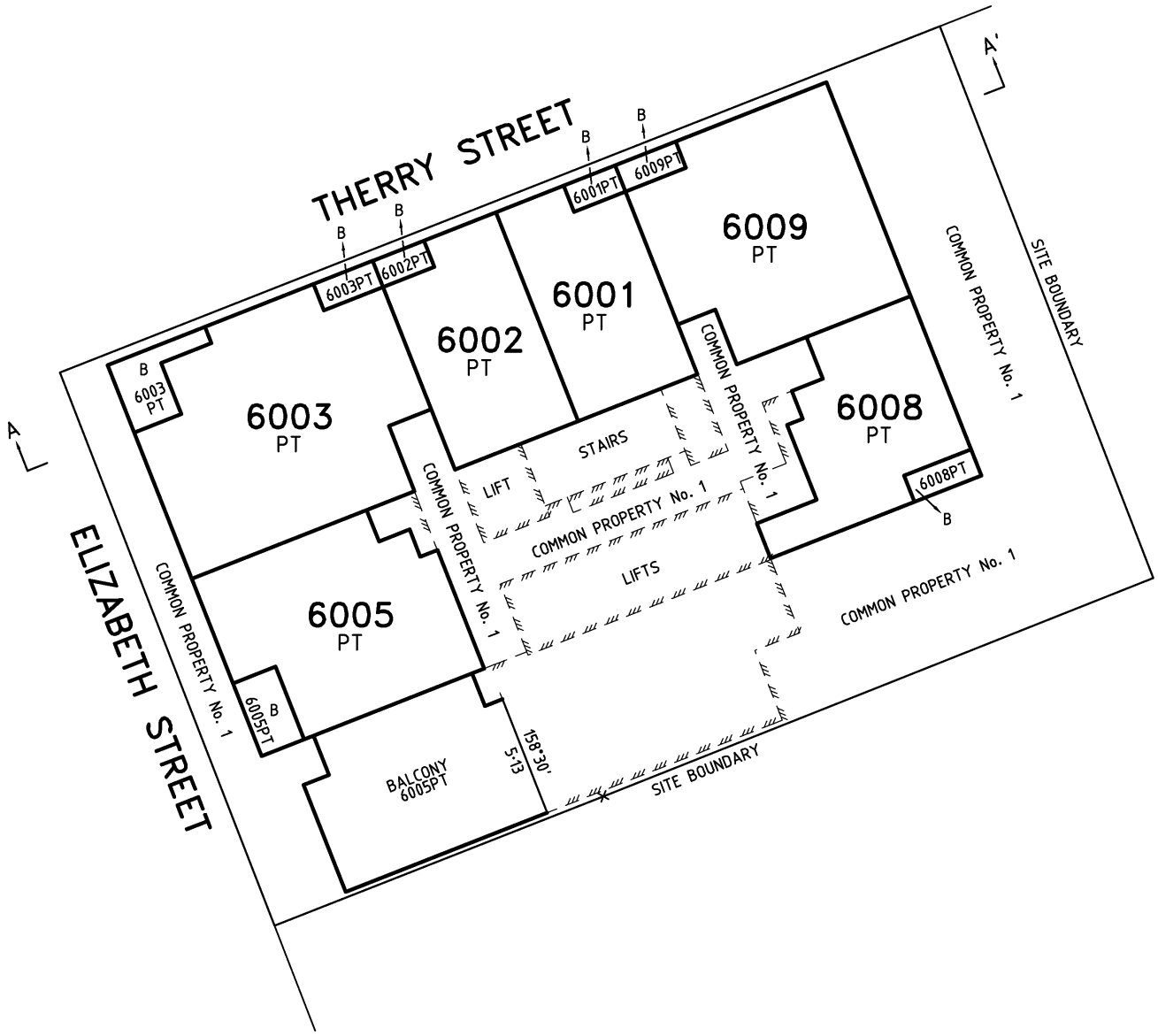
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LEVEL 60
DIAGRAM 21

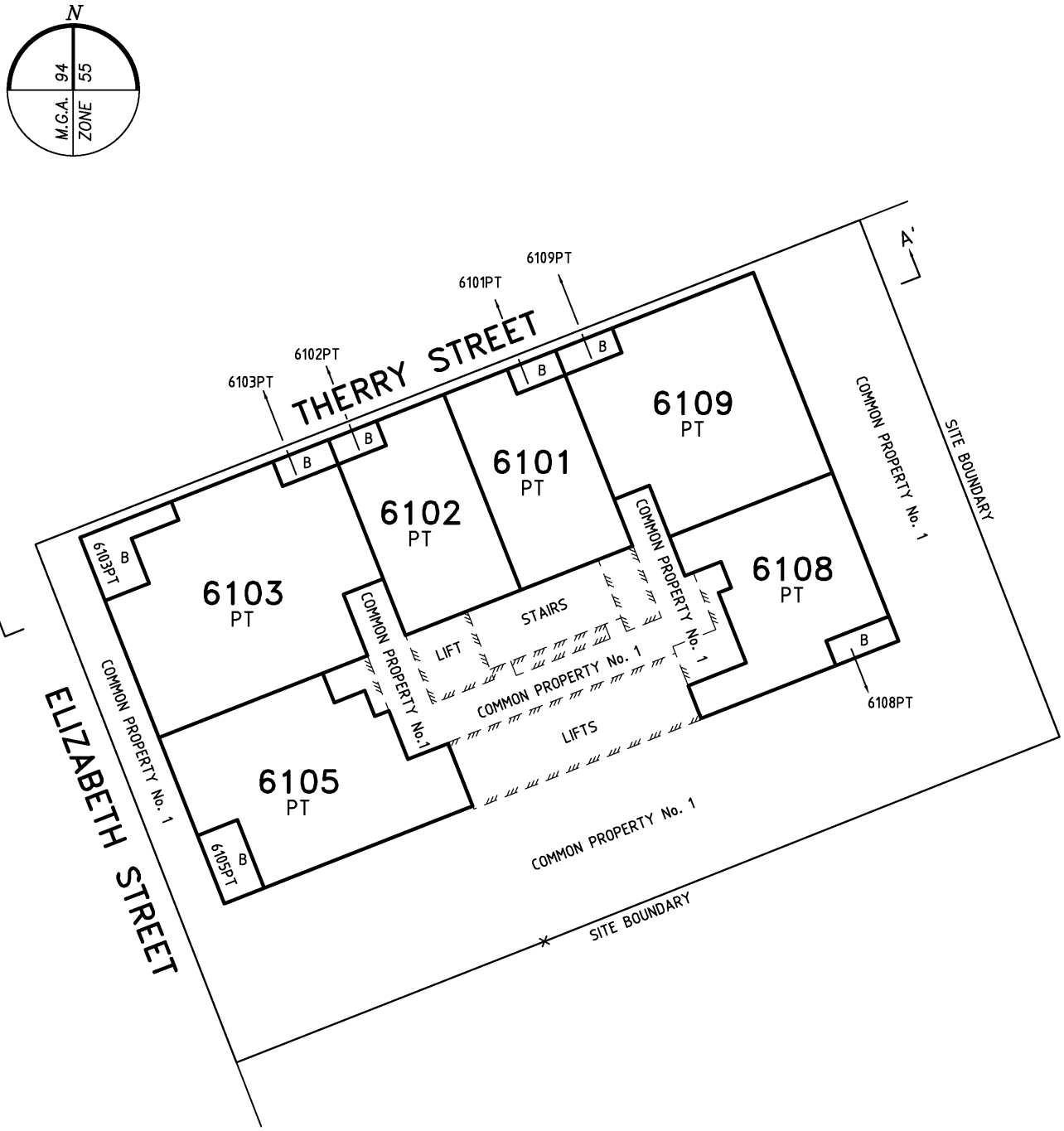
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LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 66

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LEVEL 61
DIAGRAM 22

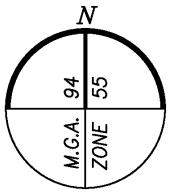
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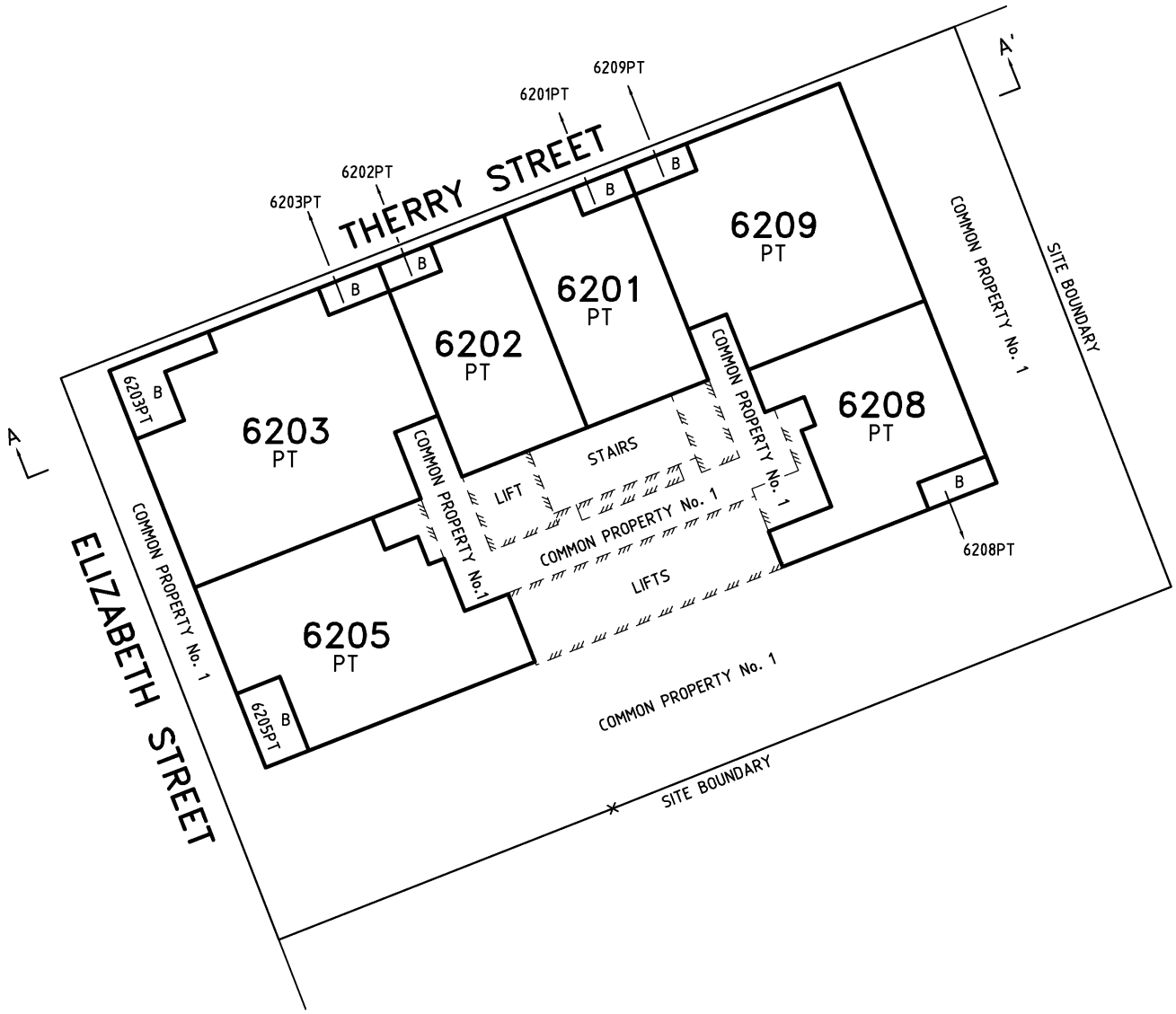
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 67

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LEVEL 62
DIAGRAM 22A

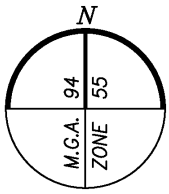
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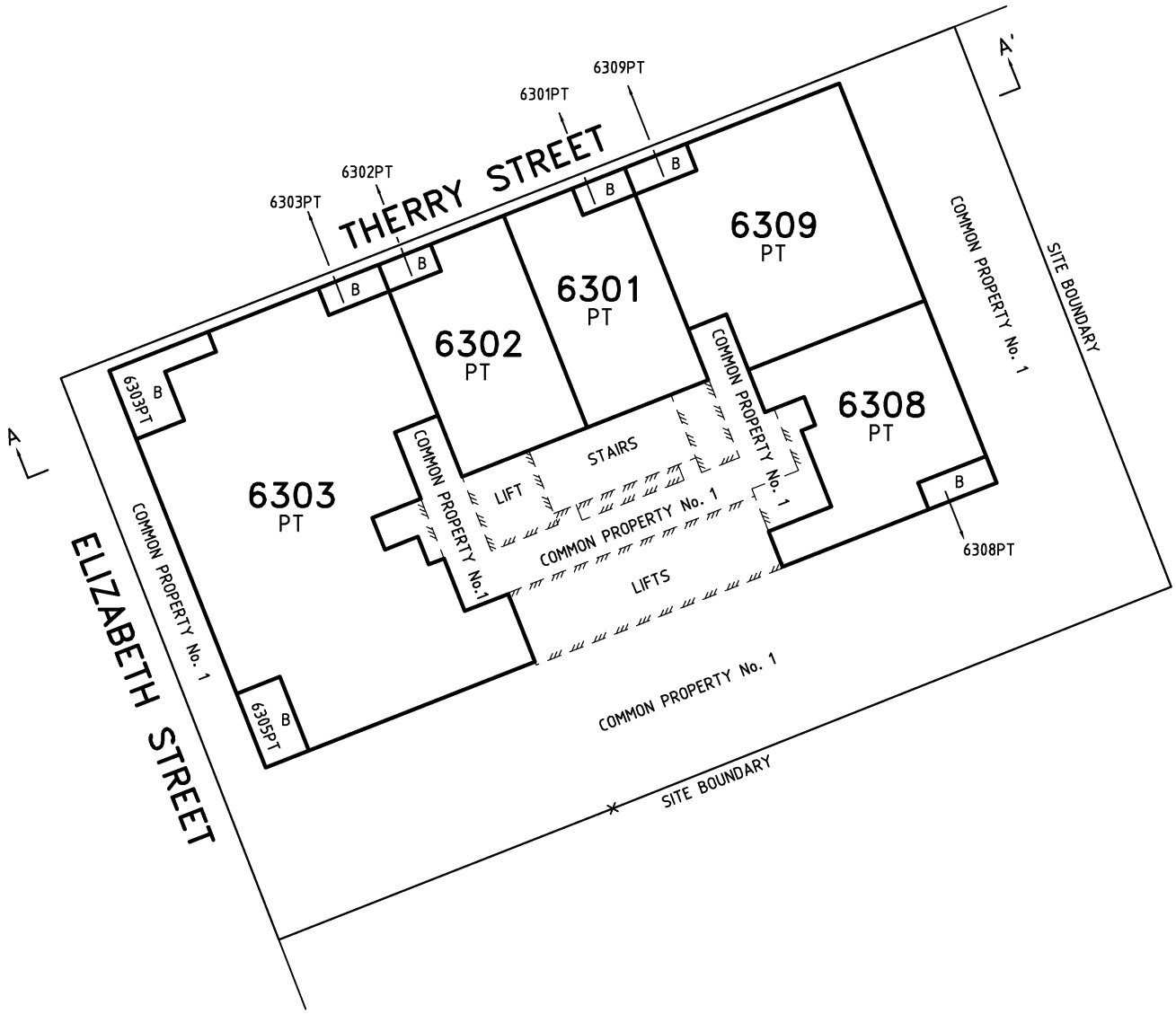
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 68

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LEVEL 63
DIAGRAM 22B

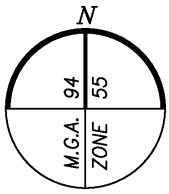
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 69

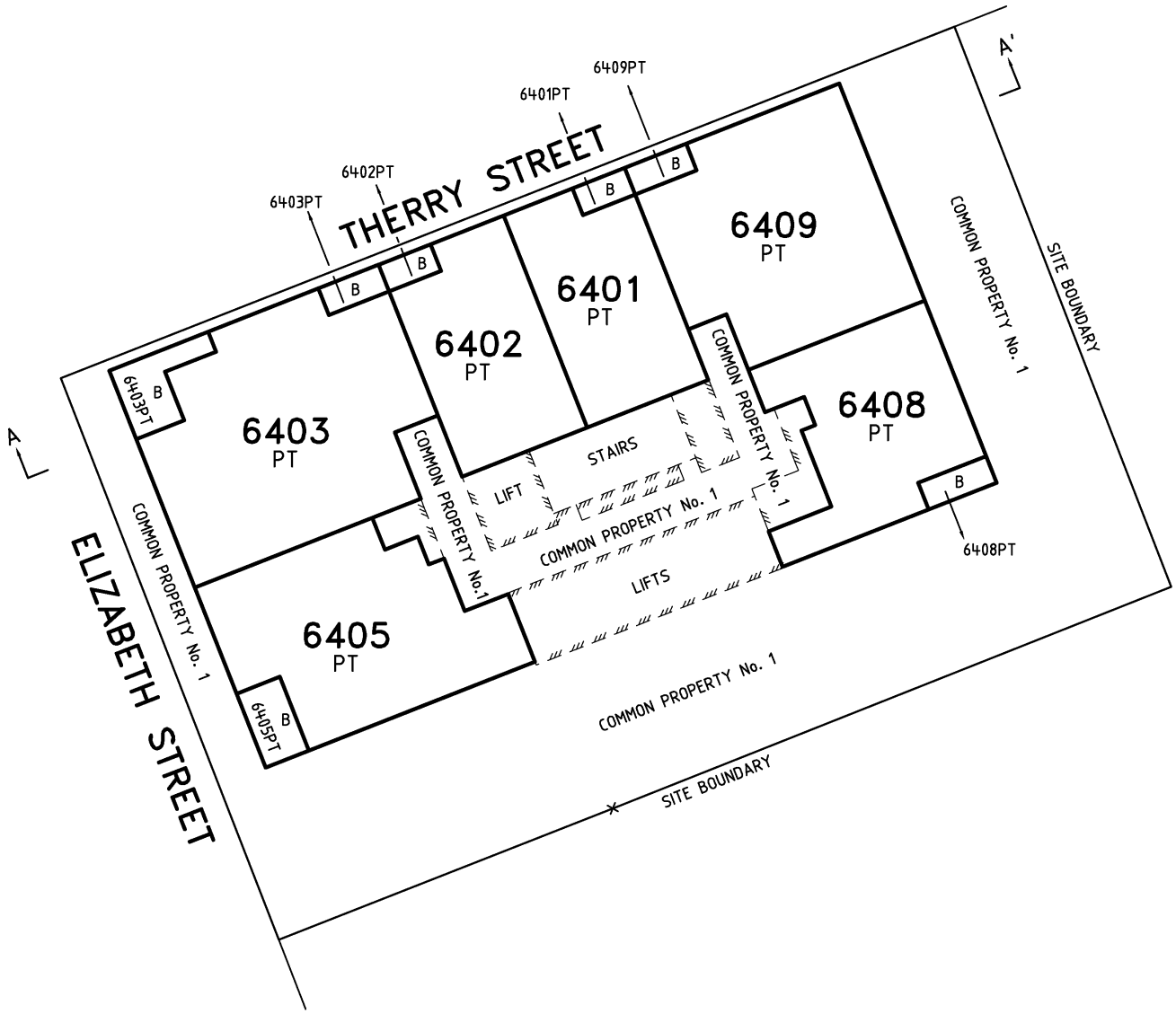
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LEVEL 64
DIAGRAM 22C

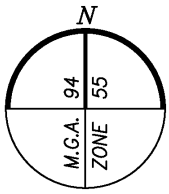
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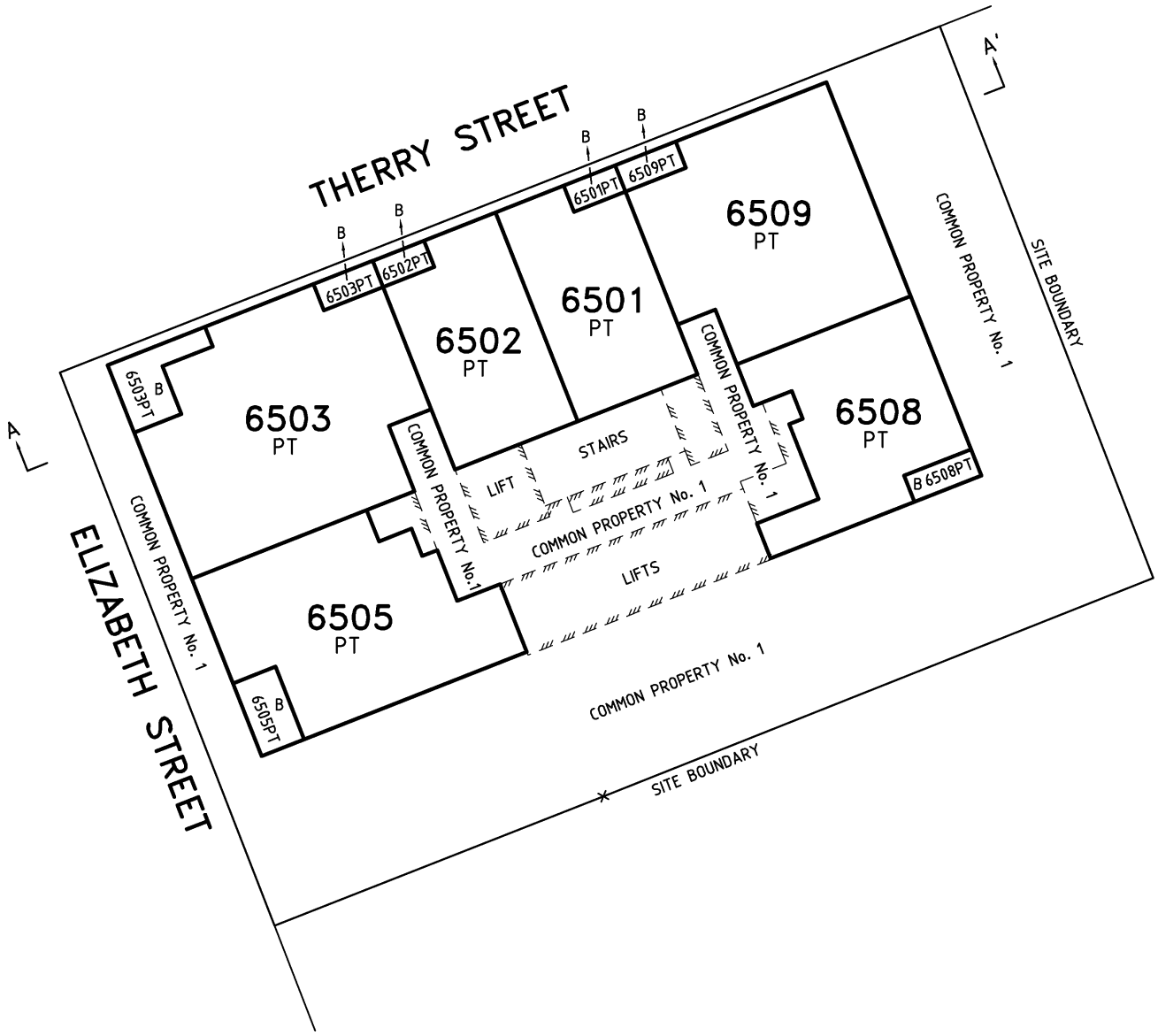
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 70

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LEVEL 65
DIAGRAM 23

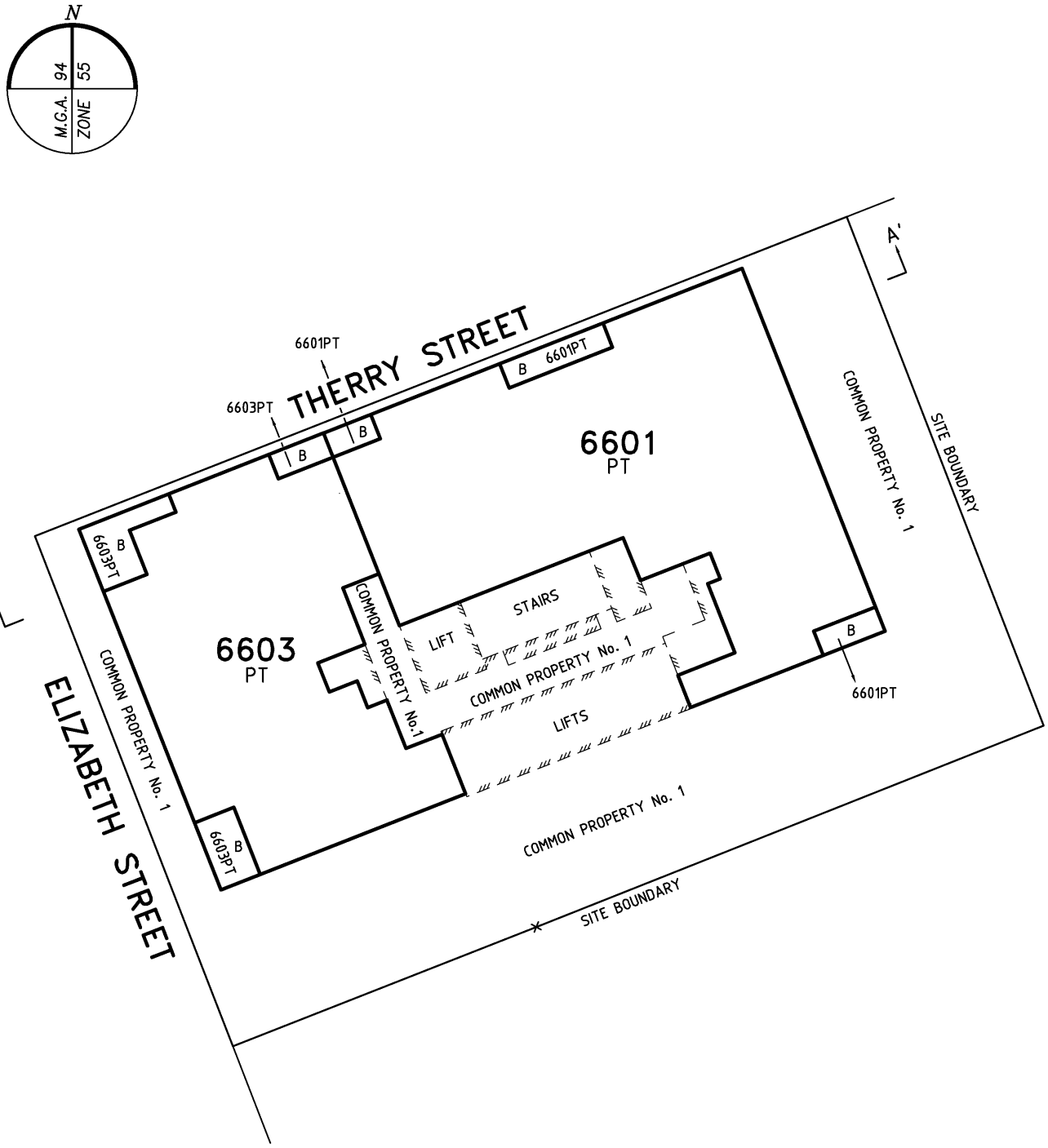
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DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 71

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LEVEL 66
DIAGRAM 24

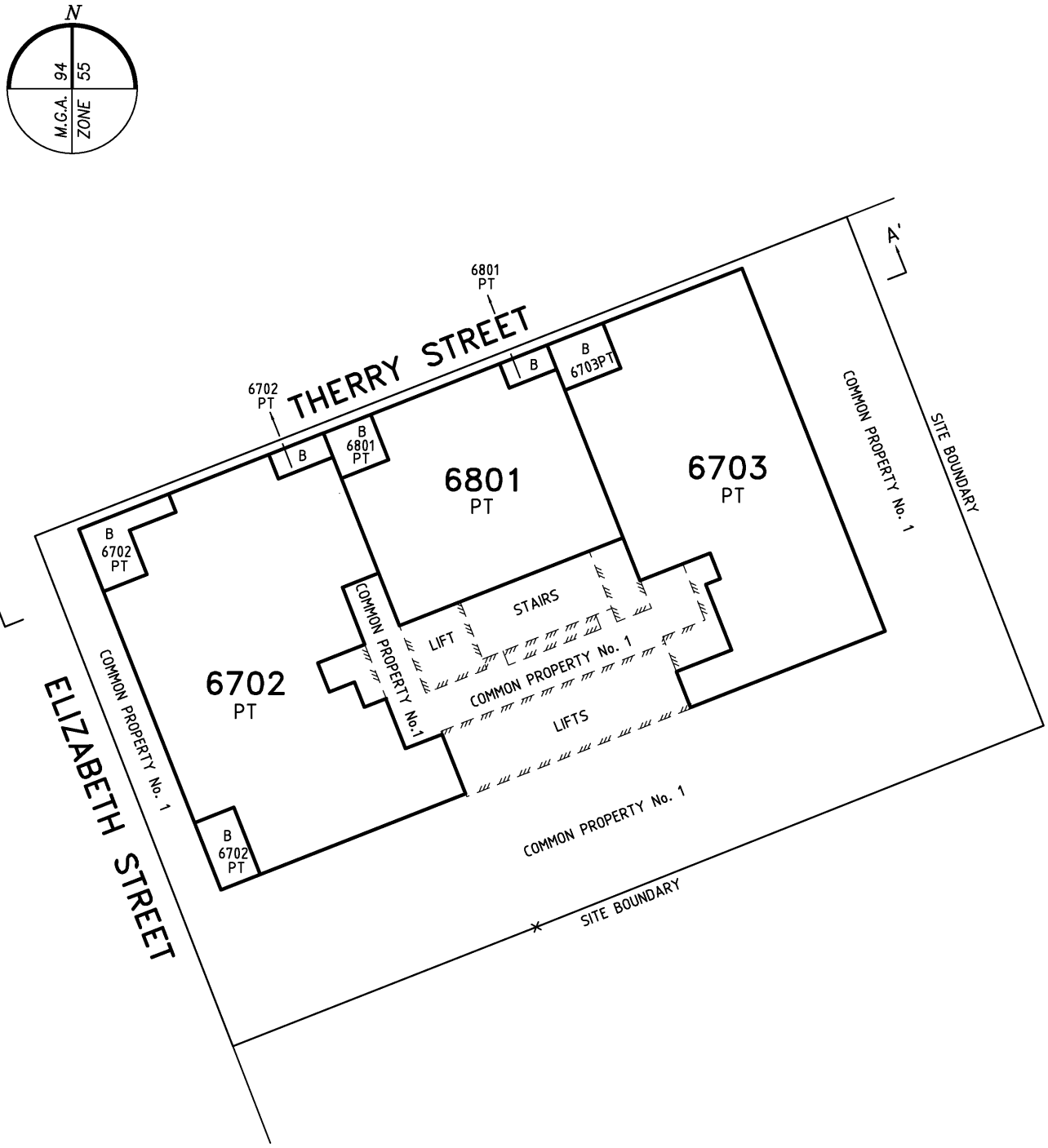
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LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 72

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LEVEL 67

DIAGRAM 25

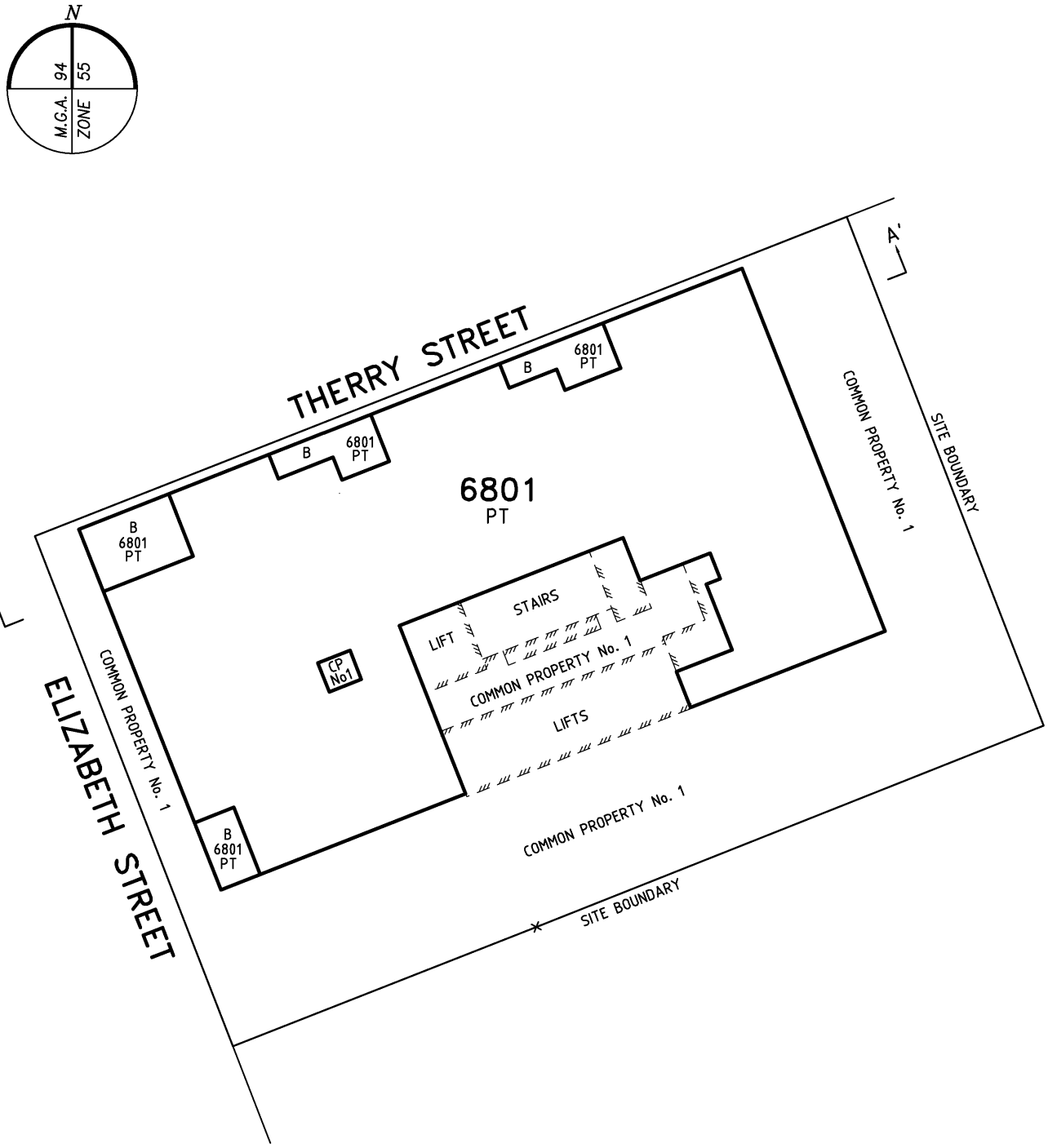
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LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 73

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LEVEL 68
DIAGRAM 26

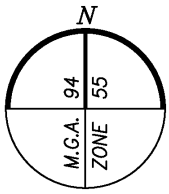
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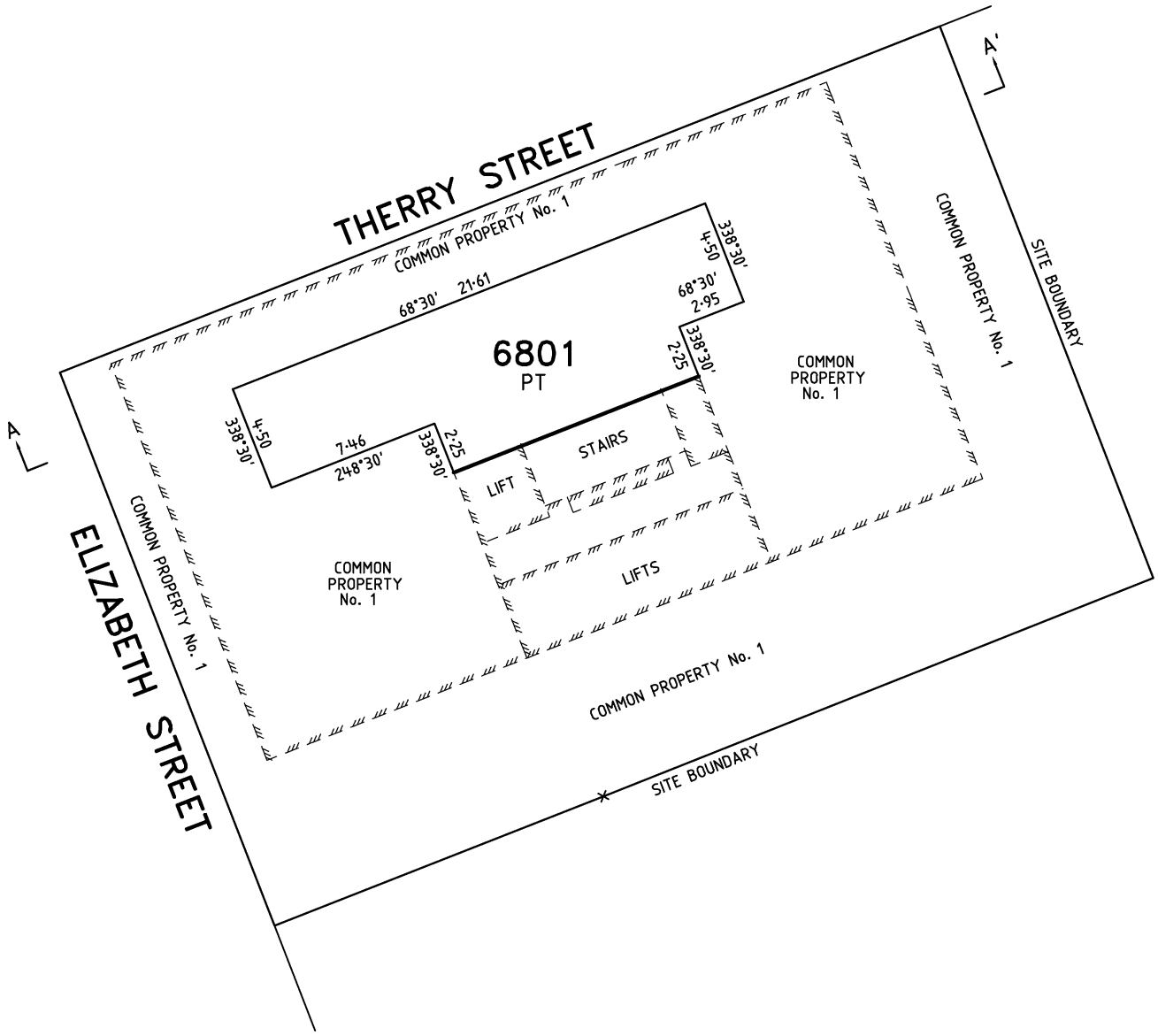
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 74

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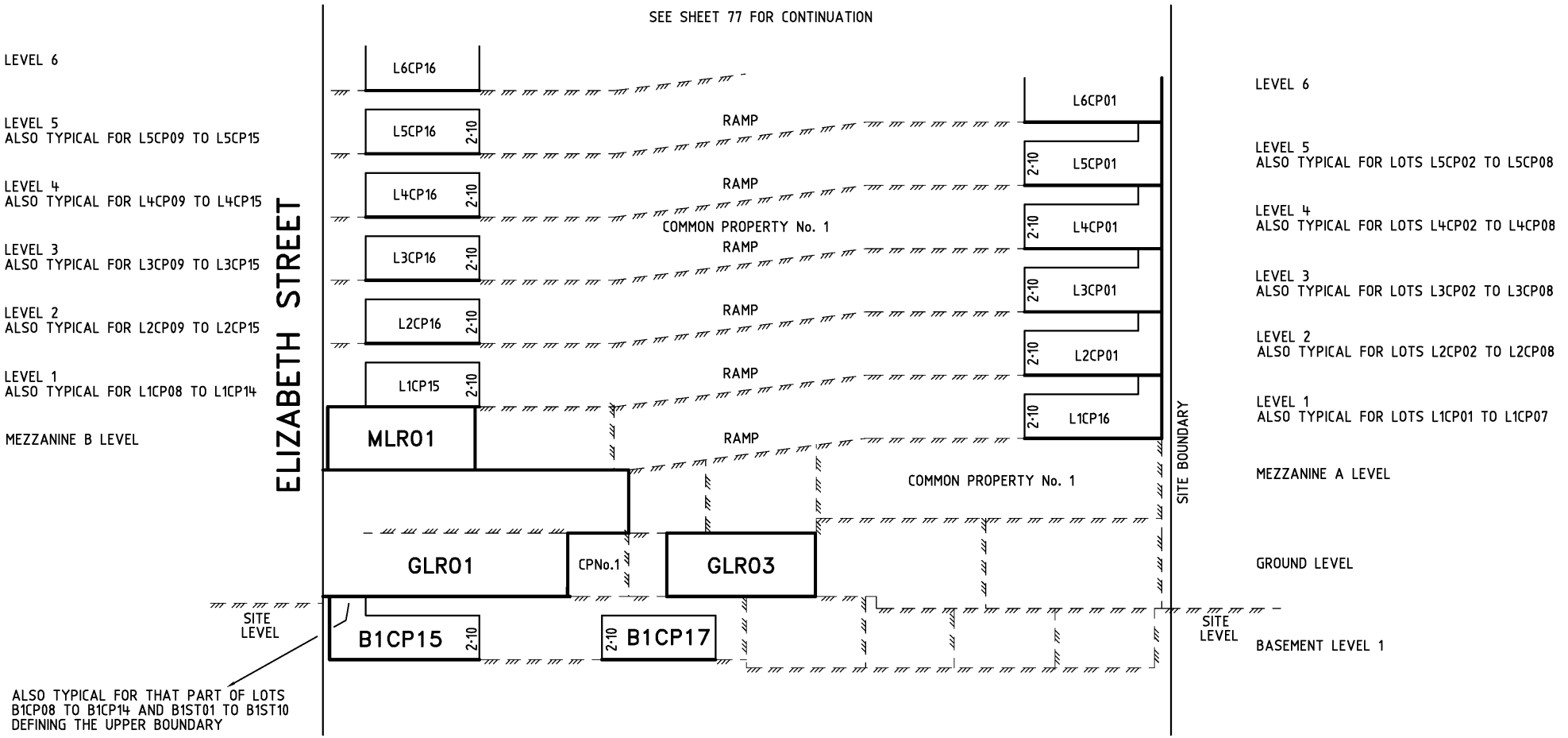
ROOF LEVEL
DIAGRAM 27

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LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000JF		SHEET 75

PLAN OF SUBDIVISION

PS 702914M



SECTION A - A'
NOT TO SCALE

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16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR ANDREI FIJAN

DATE

VERSION

REFERENCE 29020003

DRAWING 2902000JF

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LENGTHS ARE IN METRES

SCALE NTS

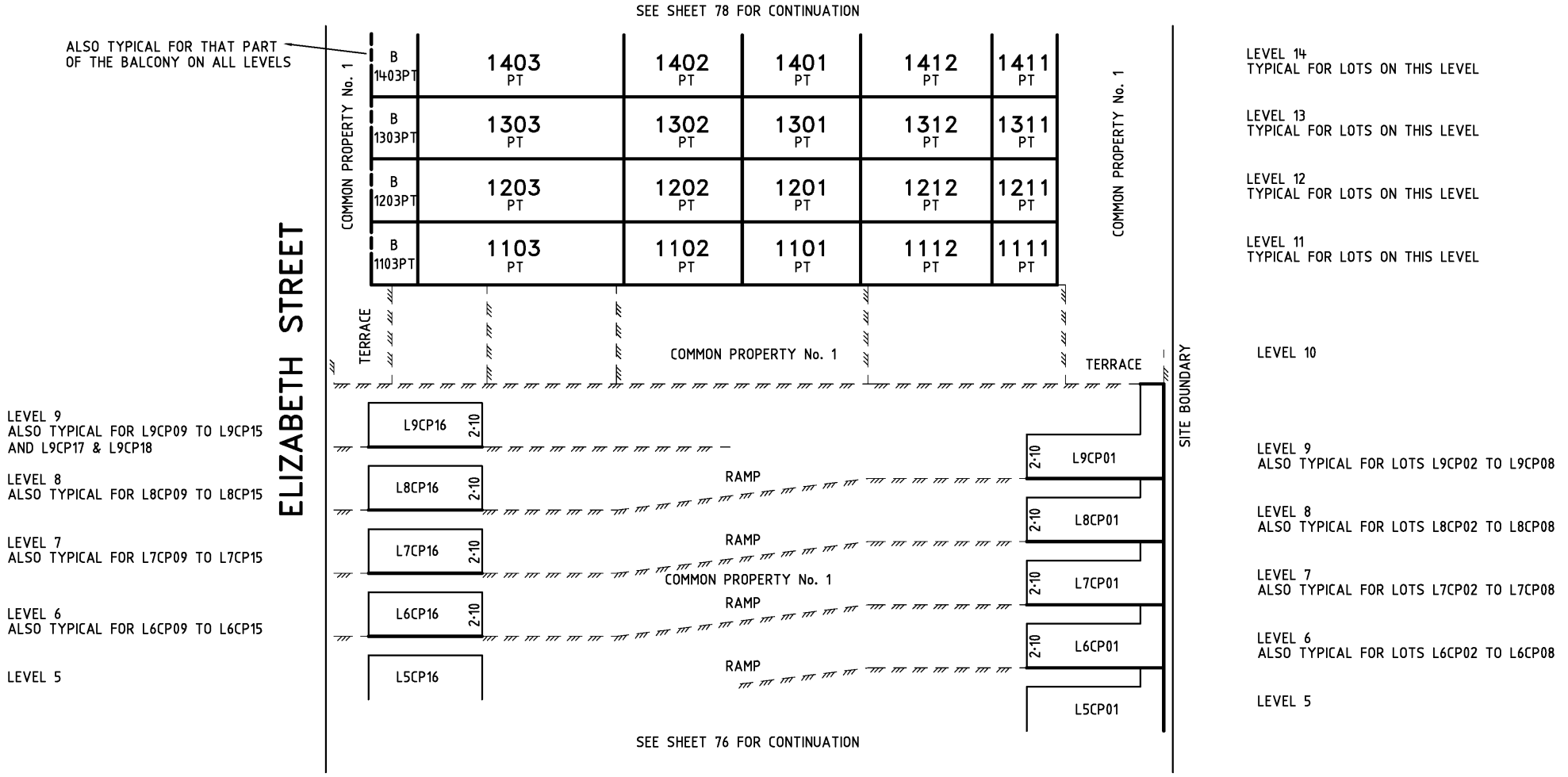
ORIGINAL SHEET SIZE A3

SHEET 76

Delivered by LANDATA®, timestamp 23/03/2024 10:58 Page 76 of 85

PLAN OF SUBDIVISION

PS 702914M



SECTION A - A'
NOT TO SCALE

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LICENSED SURVEYOR ANDREI FIJAN

DATE

VERSION

REFERENCE 29020003

DRAWING 2902000JF

0
LENGTHS ARE IN METRES

SCALE NTS

ORIGINAL SHEET SIZE A3

SHEET 77

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PLAN OF SUBDIVISION

PS 702914M

SEE SHEET 79 FOR CONTINUATION

ALSO TYPICAL FOR THAT PART OF THE BALCONY ON ALL LEVELS

ELIZABETH STREET

COMMON PROPERTY No. 1

B 2303 PT	2303 PT	2302 PT	2301 PT	2312 PT	2311 PT
B 2203 PT	2203 PT	2202 PT	2201 PT	2212 PT	2211 PT
B 2103 PT	2103 PT	2102 PT	2101 PT	2112 PT	2111 PT
B 2003 PT	2003 PT	2002 PT	2001 PT	2012 PT	2011 PT
B 1903PT	1903 PT	1902 PT	1901 PT	1912 PT	1911 PT
B 1803PT	1803 PT	1802 PT	1801 PT	1812 PT	1811 PT
B 1703PT	1703 PT	1702 PT	1701 PT	1712 PT	1711 PT
B 1603PT	1603 PT	1602 PT	1601 PT	1612 PT	1611 PT
B 1503PT	1503 PT	1502 PT	1501 PT	1512 PT	1511 PT
B 1403PT	1403 PT	1402 PT	1401 PT	1412 PT	1411 PT
B 1303PT	1303 PT	1302 PT	1301 PT	1312 PT	1311 PT

SEE SHEET 77 FOR CONTINUATION

COMMON PROPERTY No. 1

SITE BOUNDARY

LEVEL 23
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 22
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 21
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 20
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 19
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 18
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 17
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 16
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 15
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 14
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 13
TYPICAL FOR LOTS ON THIS LEVEL

SECTION A - A'
NOT TO SCALE

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Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR ANDREI FIJAN

DATE

VERSION

REFERENCE 29020003

DRAWING 2902000JF

0
LENGTHS ARE IN METRES

SCALE NTS

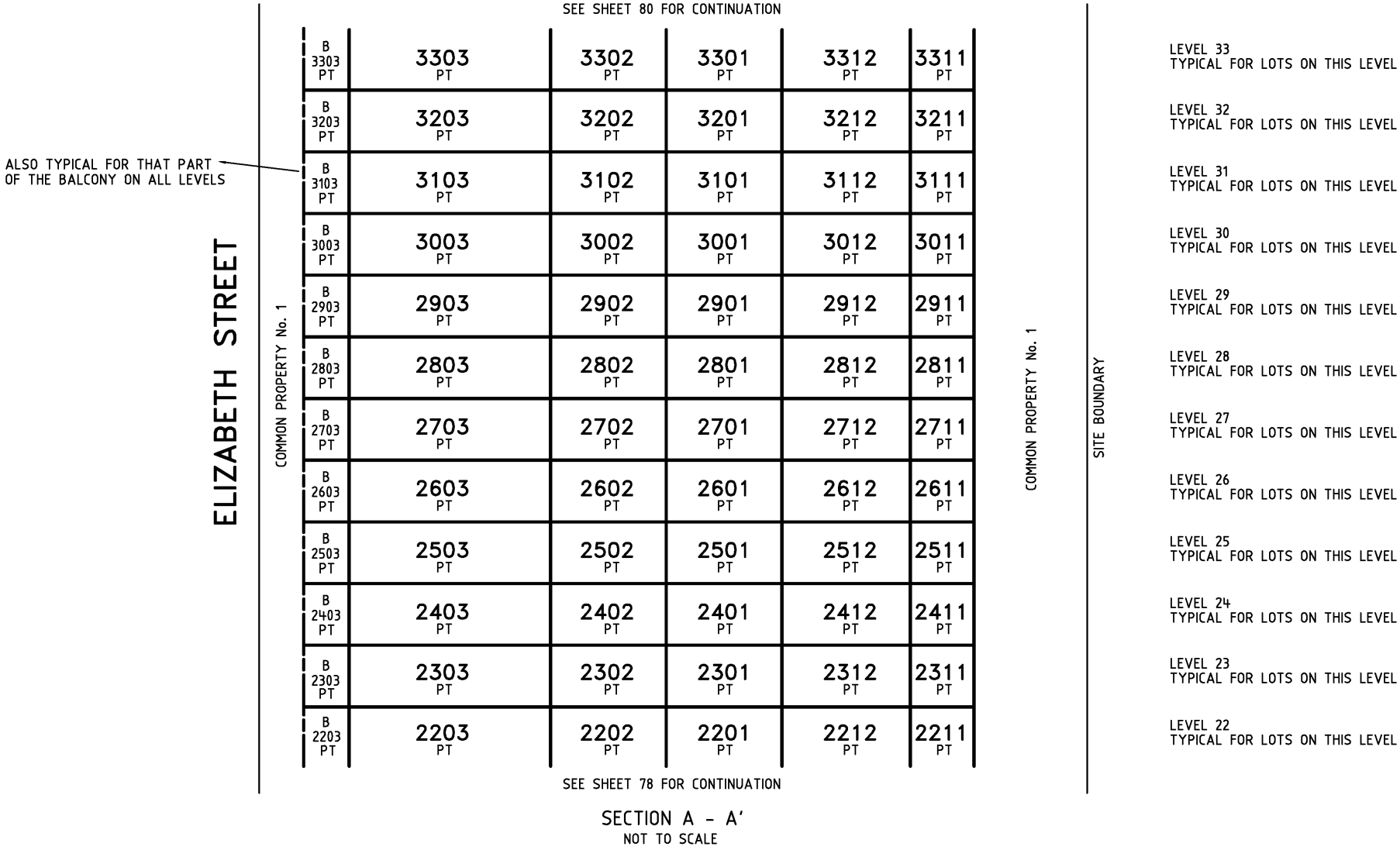
ORIGINAL SHEET SIZE A3

SHEET 78

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PLAN OF SUBDIVISION

PS 702914M



SECTION A - A'
NOT TO SCALE

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LICENSED SURVEYOR ANDREI FIJAN

DATE

VERSION

REFERENCE 29020003

DRAWING 2902000JF

0
LENGTHS ARE IN METRES

SCALE NTS

ORIGINAL SHEET SIZE A3

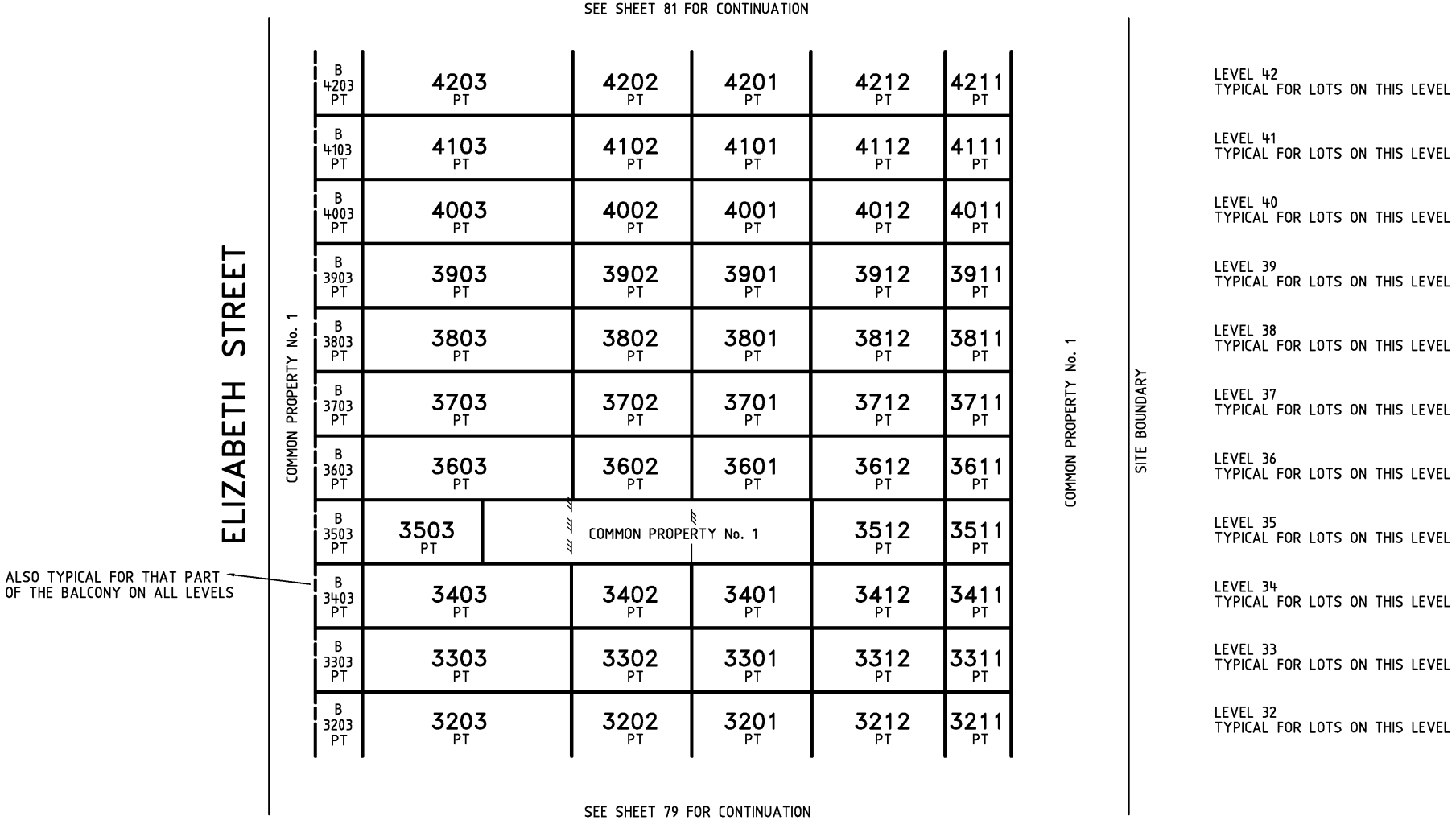
SHEET 79

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PLAN OF SUBDIVISION

PS 702914M

SEE SHEET 81 FOR CONTINUATION



SEE SHEET 79 FOR CONTINUATION

SECTION A - A'
NOT TO SCALE

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LICENSED SURVEYOR ANDREI FIJAN

DATE

VERSION

REFERENCE 29020003

DRAWING 2902000JF

0
LENGTHS ARE IN METRES

SCALE NTS

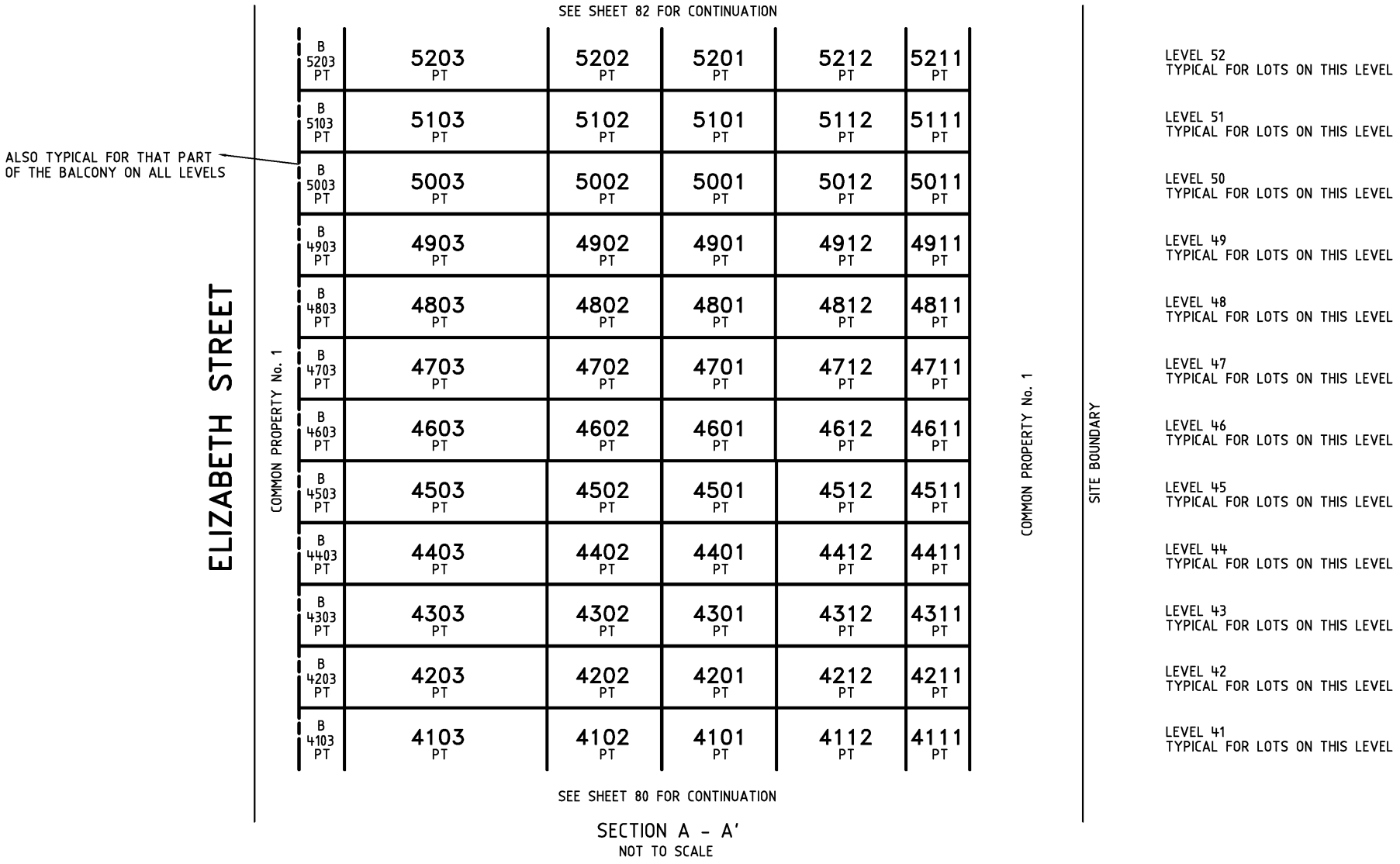
ORIGINAL SHEET SIZE A3

SHEET 80

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PLAN OF SUBDIVISION

PS 702914M



SECTION A - A'
NOT TO SCALE

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Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR ANDREI FIJAN

DATE

VERSION

REFERENCE 29020003

DRAWING 2902000JF

0
LENGTHS ARE IN METRES

SCALE NTS

ORIGINAL SHEET SIZE A3

SHEET 81

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PLAN OF SUBDIVISION

PS 702914M

SEE SHEET 83 FOR CONTINUATION

ALSO TYPICAL FOR THAT PART OF THE BALCONY ON ALL LEVELS

ELIZABETH STREET

COMMON PROPERTY No. 1

B 6203 PT	6203 PT	6202 PT	6201 PT	6209 PT	LEVEL 62 TYPICAL FOR LOTS ON THIS LEVEL
B 6103 PT	6103 PT	6102 PT	6101 PT	6109 PT	LEVEL 61 TYPICAL FOR LOTS ON THIS LEVEL
B 6003 PT	6003 PT	6002 PT	6001 PT	6009 PT	LEVEL 60 TYPICAL FOR LOTS ON THIS LEVEL
B 5903 PT	5903 PT	5902 PT	5901 PT	5909 PT	LEVEL 59 TYPICAL FOR LOTS ON THIS LEVEL
B 5803 PT	5803 PT	5802 PT	5801 PT	5809 PT	LEVEL 58 TYPICAL FOR LOTS ON THIS LEVEL
B 5703 PT	5703 PT	5702 PT	5701 PT	5709 PT	LEVEL 57 TYPICAL FOR LOTS ON THIS LEVEL
B 5603 PT	5603 PT	5602 PT	5601 PT	5610 PT	LEVEL 56 TYPICAL FOR LOTS ON THIS LEVEL
B 5503 PT	5503 PT	5502 PT	5501 PT	5510 PT	LEVEL 55 TYPICAL FOR LOTS ON THIS LEVEL
B 5403 PT	5403 PT	5402 PT	5401 PT	5410 PT	LEVEL 54 TYPICAL FOR LOTS ON THIS LEVEL
B 5303 PT	5303 PT	5302 PT	5301 PT	5310 PT	LEVEL 53 TYPICAL FOR LOTS ON THIS LEVEL
B 5203 PT	5203 PT	5202 PT	5201 PT	5212 PT / 5211 PT	LEVEL 52 TYPICAL FOR LOTS ON THIS LEVEL
B 5103 PT	5103 PT	5102 PT	5101 PT	5112 PT / 5111 PT	LEVEL 51 TYPICAL FOR LOTS ON THIS LEVEL

COMMON PROPERTY No. 1

SITE BOUNDARY

SEE SHEET 81 FOR CONTINUATION

SECTION A - A'
NOT TO SCALE

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LICENSED SURVEYOR ANDREI FIJAN

DATE

VERSION

REFERENCE 29020003

DRAWING 2902000JF

0
LENGTHS ARE IN METRES

SCALE NTS

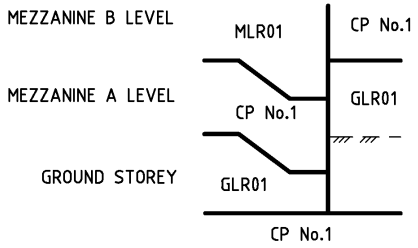
ORIGINAL SHEET SIZE A3

SHEET 82

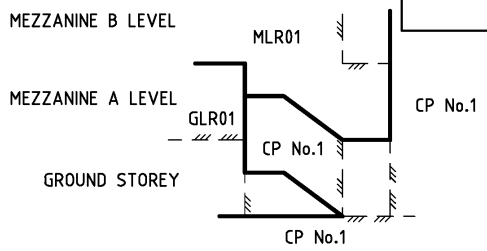
Delivered by LANDATA®, timestamp 23/03/2024 10:58 Page 82 of 85

PLAN OF SUBDIVISION

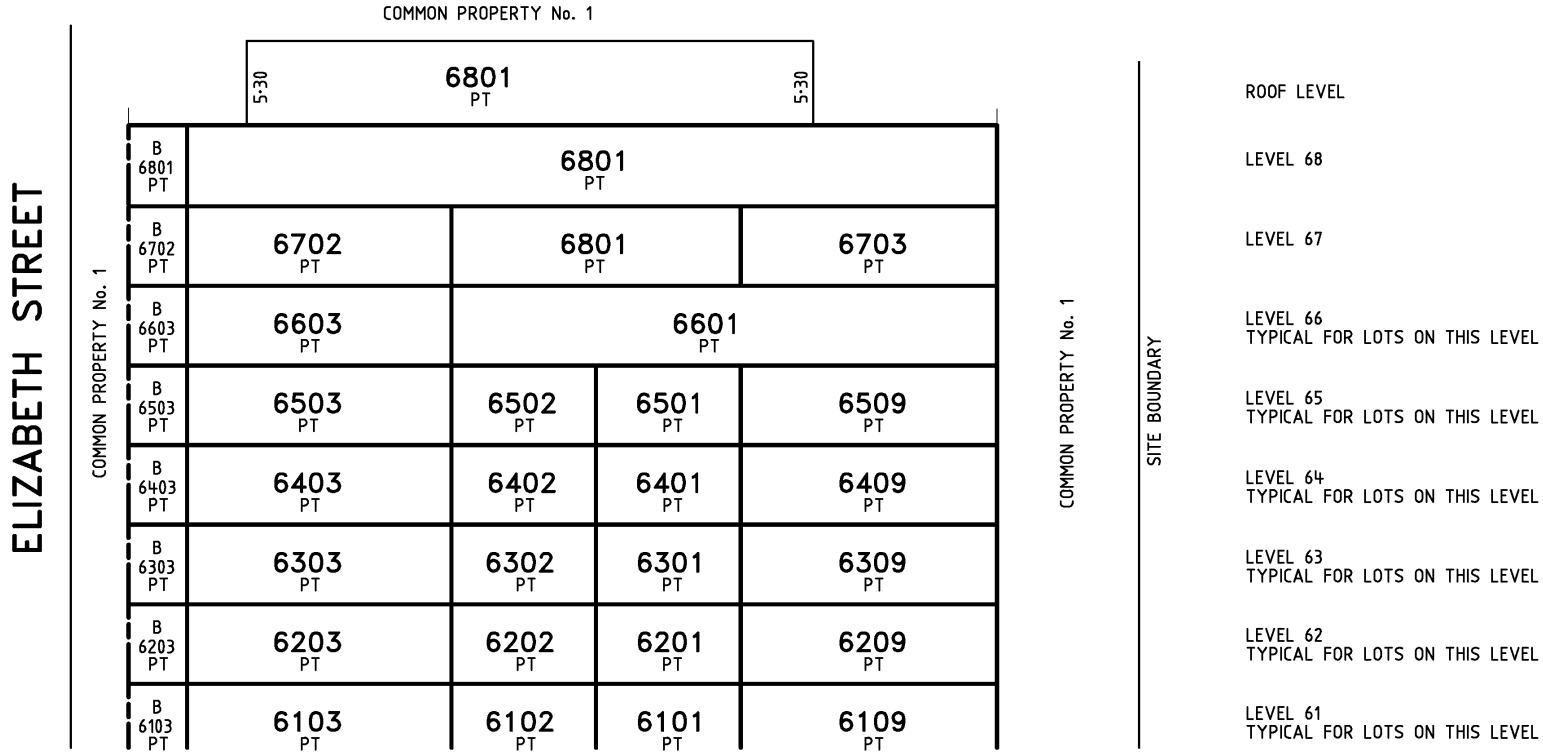
PS 702914M



SECTION F-F'
NOT TO SCALE



SECTION G-G'
NOT TO SCALE



SEE SHEET 82 FOR CONTINUATION

SECTION A - A'
NOT TO SCALE

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Vic 3205 Australia DX 20524 Emerald Hill
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LICENSED SURVEYOR ANDREI FIJAN

DATE

VERSION

REFERENCE 29020003

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LENGTHS ARE IN METRES

SCALE NTS

ORIGINAL SHEET SIZE A3

SHEET 83

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PLAN OF SUBDIVISION

PS 702914M

LEVEL 8
ALSO TYPICAL FOR L8ST01, L8ST02, L8ST04

LEVEL 7
ALSO TYPICAL FOR L7ST01, L7ST02, L7ST04 TO L7ST06

LEVEL 6
ALSO TYPICAL FOR L6ST01, L6ST02, L6ST04 TO L6ST06

LEVEL 5
ALSO TYPICAL FOR L5ST01, L5ST02, L5ST04 TO L5ST06

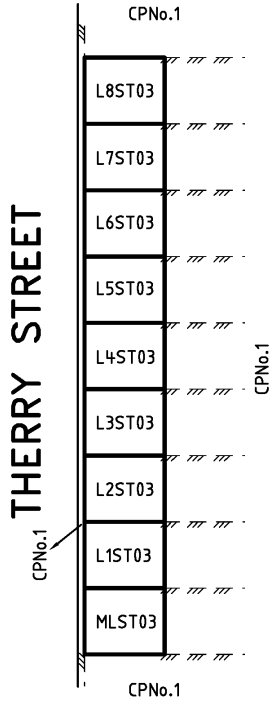
LEVEL 4
ALSO TYPICAL FOR L4ST01, L4ST02, L4ST04 TO L4ST06

LEVEL 3
ALSO TYPICAL FOR L3ST01, L3ST02, L3ST04 TO L3ST06

LEVEL 2
ALSO TYPICAL FOR L2ST01, L2ST02, L2ST04 TO L2ST06

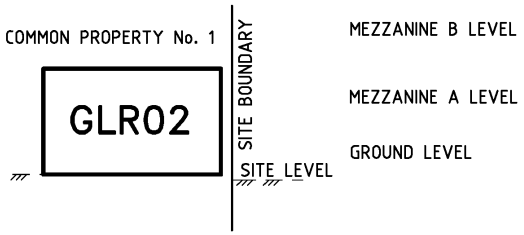
LEVEL 1
ALSO TYPICAL FOR L1ST01, L1ST02, L1ST04 TO L1ST06

MEZZANINE B LEVEL
ALSO TYPICAL FOR MLST01, MLST02, MLST04 TO MLST06



SECTION B - B'
NOT TO SCALE

SECTION C - C'
OMITTED



SECTION D - D'
NOT TO SCALE

Bosco Jonson Pty Ltd
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P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR ANDREI FIJAN

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SCALE NTS

ORIGINAL SHEET SIZE A3

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS702914M

MASTER PLAN (STAGE 1) REGISTERED DATE 10/02/2016 TIME 9:54 am

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S2	LOTS & ADDITIONAL COMMON PROPERTY NO 1	STAGE PLAN	PS702914M/S2	21/04/16	2	IRM
LOT S3	LOTS AND ADDITIONAL COMMON PROPERTY NO.1	STAGE PLAN	PS702914M/S3	24/06/16	3	M.H

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Document Identification	**AM488971L**
Number of Pages (excluding this cover sheet)	**52**
Document Assembled	**17/06/2024 14:51**

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19/01/2016 $119.70 173

Form 21

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged by: Hunt & Hunt

Name:

Phone:

Address: Level 26, 385 Bourke Street, Melbourne 3000

Ref: Customer Code: 1188V

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

Land: *Lots*

B1CP08	*B1CP09*	*B1CP10*	*B1CP11*	*B1CP12*
B1CP13	*B1CP14*	*B1CP15*	*B1CP16*	*B1CP17*
L1CP01	*L1CP02*	*L1CP03*	*L1CP04*	*L1CP05*
L1CP06	*L1CP07*	*L1CP08*	*L1CP09*	*L1CP10*
L1CP11	*L1CP12*	*L1CP13*	*L1CP14*	*L1CP15*
L1CP16	*L2CP01*	*L2CP02*	*L2CP03*	*L2CP04*
L2CP05	*L2CP06*	*L2CP07*	*L2CP08*	*L2CP09*
L2CP10	*L2CP11*	*L2CP12*	*L2CP13*	*L2CP14*
L2CP15	*L2CP16*	*L3CP01*	*L3CP02*	*L3CP03*
L3CP04	*L3CP05*	*L3CP06*	*L3CP07*	*L3CP08*
L3CP09	*L3CP10*	*L3CP11*	*L3CP12*	*L3CP13*
L3CP14	*L3CP15*	*L3CP16*	*L4CP01*	*L4CP02*
L4CP03	*L4CP04*	*L4CP05*	*L4CP06*	*L4CP07*
L4CP08	*L4CP09*	*L4CP10*	*L4CP11*	*L4CP12*
L4CP13	*L4CP14*	*L4CP15*	*L4CP16*	*L5CP01*
L5CP02	*L5CP03*	*L5CP04*	*L5CP05*	*L5CP06*
L5CP07	*L5CP08*	*L5CP09*	*L5CP10*	*L5CP11*
L5CP12	*L5CP13*	*L5CP14*	*L5CP15*	*L5CP16*
L6CP01	*L6CP02*	*L6CP03*	*L6CP04*	*L6CP05*
L6CP06	*L6CP07*	*L6CP08*	*L6CP09*	*L6CP10*
L6CP11	*L6CP12*	*L6CP13*	*L6CP14*	*L6CP15*
L6CP16	*L7CP01*	*L7CP02*	*L7CP03*	*L7CP04*
L7CP05	*L7CP06*	*L7CP07*	*L7CP08*	*L7CP09*
L7CP10	*L7CP11*	*L7CP12*	*L7CP13*	*L7CP14*
L7CP15	*L7CP16*	*L8CP01*	*L8CP02*	*L8CP03*
L8CP04	*L8CP05*	*L8CP06*	*L8CP07*	*L8CP08*
L8CP09	*L8CP10*	*L8CP11*	*L8CP12*	*L8CP13*
L8CP14	*L8CP15*	*L8CP16*	*L9CP01*	*L9CP02*
L9CP03	*L9CP04*	*L9CP05*	*L9CP06*	*L9CP07*
L9CP08	*L9CP09*	*L9CP10*	*L9CP11*	*L9CP12*
L9CP13	*L9CP14*	*L9CP15*	*L9CP16*	*L9CP17*

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L9CP18	*B1ST01*	*B1ST02*	*B1ST03*	*B1ST04*
B1ST05	*B1ST06*	*B1ST07*	*B1ST08*	*B1ST09*
B1ST10	*MLST01*	*MLST02*	*MLST03*	*MLST04*
MLST05	*MLST06*	*L1ST01*	*L1ST02*	*L1ST03*
L1ST04	*L1ST05*	*L1ST06*	*L2ST01*	*L2ST02*
L2ST03	*L2ST04*	*L2ST05*	*L2ST06*	*L3ST01*
L3ST02	*L3ST03*	*L3ST04*	*L3ST05*	*L3ST06*
L4ST01	*L4ST02*	*L4ST03*	*L4ST04*	*L4ST05*
L4ST06	*L5ST01*	*L5ST02*	*L5ST03*	*L5ST04*
L5ST05	*L5ST06*	*L6ST01*	*L6ST02*	*L6ST03*
L6ST04	*L6ST05*	*L6ST06*	*L7ST01*	*L7ST02*
L7ST03	*L7ST04*	*L7ST05*	*L7ST06*	*L8ST01*
L8ST02	*L8ST03*	*L8ST04*	*L9ST01*	*L9ST02*

on the attached plan being part of the land contained in Certificate of Title Volume 4702 Folio 247.

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Responsible authority:

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

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987.

A copy of the agreement is attached to this application.

Signature for the responsible authority:

.....

Name of Officer: Kim Wood

Title of Officer: Chief Legal Counsel

Date: 18 January 2016

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SE(

AM488971L

19/01/2016 $119.70 173

Dated the 18th **day of** January , ~~2015~~ 2016

MELBOURNE CITY COUNCIL

and

BRADY VISION (VIC) PTY LTD (A.C.N. 132 431 773)

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

Land Part of the land contained in certificate of title volume 04702 folio 227 known as 496-504 Elizabeth Street and 51-55 Therry Street, Melbourne Vic 3000

This agreement only applies to that part of the Land shown as a Car Park Lot or Storage Lot on the Plan attached in Appendix A and defined by the agreement.

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

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SECTION 173 AGREEMENT

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19/01/2016 $119.70 173

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

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

RECITALS:

A. The Council is the responsible authority for the administration of the Scheme pursuant to the provisions of the Act.

B. The Owner is or is entitled to be the registered proprietor of the Land.

C. The Council issued the Permit.

D. The Permit allows the use or development referred to in Item 4 of the Schedule.

E. The Permit is conditional on the Owner entering into an Agreement under Section 173 of the Act with the responsible authority. The Agreement must provide for the matters referred to in Item 5 of the Schedule.

F. The subject land is encumbered by a Mortgage, details of which are referred to in Item 6 of the Schedule.

OPERATIVE PROVISIONS:

1. DEFINITIONS

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

1.1. **'Act'** means the *Planning and Environment Act 1987*.

1.2. **'Car Park Lot'** means the Lots on Plan which are intended to be used for car parking, being the land in Lots B1CP08, B1CP09, B1CP10, B1CP11, B1CP12, B1CP13, B1CP14, B1CP15, B1CP16, B1CP17, L1CP01, L1CP02, L1CP03, L1CP04, L1CP05, L1CP06, L1CP07, L1CP08, L1CP09, L1CP10, L1CP11, L1CP12, L1CP13, L1CP14, L1CP15, L1CP16, L2CP01, L2CP02, L2CP03, L2CP04, L2CP05, L2CP06, L2CP07, L2CP08, L2CP09, L2CP10, L2CP11, L2CP12, L2CP13, L2CP14, L2CP15, L2CP16, L3CP01, L3CP02, L3CP03, L3CP04, L3CP05, L3CP06, L3CP07, L3CP08, L3CP09, L3CP10, L3CP11, L3CP12, L3CP13, L3CP14, L3CP15, L3CP16, L4CP01, L4CP02, L4CP03, L4CP04, L4CP05, L4CP06, L4CP07, L4CP08, L4CP09, L4CP10, L4CP11, L4CP12, L4CP13, L4CP14, L4CP15, L4CP16, L5CP01, L5CP02, L5CP03, L5CP04, L5CP05, L5CP06, L5CP07, L5CP08, L5CP09, L5CP10, L5CP11, L5CP12, L5CP13, L5CP14, L5CP15, L5CP16, L6CP01, L6CP02, L6CP03, L6CP04, L6CP05, L6CP06, L6CP07, L6CP08, L6CP09, L6CP10, L6CP11, L6CP12, L6CP13, L6CP14, L6CP15, L6CP16, L7CP01, L7CP02, L7CP03, L7CP04, L7CP05, L7CP06, L7CP07, L7CP08, L7CP09, L7CP10, L7CP11, L7CP12, L7CP13, L7CP14, L7CP15, L7CP16, L8CP01, L8CP02, L8CP03, L8CP04, L8CP05, L8CP06, L8CP07, L8CP08, L8CP09, L8CP10, L8CP11, L8CP12, L8CP13, L8CP14, L8CP15, L8CP16, L9CP01, L9CP02, L9CP03,

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L9CP04, L9CP05, L9CP06, L9CP07, L9CP08, L9CP09, L9CP10, L9CP11, L9CP12, L9CP13, L9CP14, L9CP15, L9CP16, L9CP17 and L9CP18.

1.3. **'Commencement Date'** means the date on which this Agreement commences and referred to in Item 7 of the Schedule.

1.4. **'Council's Representative'** means the person referred to in Item 8 of the Schedule.

1.5. **'Land'** means the land described in Item 2 of the Schedule.

1.6. **'Lot'** means a lot on the Plan.

1.7. **'Owner'** means the person or persons entitled from time to time to be registered by the Registrar of the Land Titles Office as proprietor or proprietors of an estate in fee simple of the Land or any part of it.

1.8. **'Permit'** means the Planning Permit referred to in Item 3 of the Schedule.

1.9. **'Plan'** means the plan attached in Appendix A.

1.10. **'Planning Approval'** shall mean and include any planning permit issued in accordance with the Act.

1.11. **'Prime Lot'** means a Lot on the Plan other than a Car Park Lot or Storage Lot, being the land in Lots GLR01, GLR02, GLR03, MLR01, 1101, 1102, 1103, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1201, 1202, 1203, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1301, 1302, 1303, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1401, 1402, 1403, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1501, 1502, 1503, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1601, 1602, 1603, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1701, 1702, 1703, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1801, 1802, 1803, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1901, 1902, 1903, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 2001, 2002, 2003, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2101, 2102, 2103, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2201, 2202, 2203, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2301, 2302, 2303, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2401, 2402, 2403, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2501, 2502, 2503, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2601, 2602, 2603, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2701, 2702, 2703, 2705, 2706, 2707, 2708, 2709, 2710, 2711, 2712, 2801, 2802, 2803, 2805, 2806, 2807, 2808, 2809, 2810, 2811, 2812, 2901, 2902, 2903, 2905, 2906, 2907, 2908, 2909, 2910, 2911, 2912, 3001, 3002, 3003, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3101, 3102, 3103, 3105, 3106, 3107, 3108, 3109, 3110, 3111, 3112, 3201, 3202, 3203, 3205, 3206, 3207, 3208, 3209, 3210, 3211, 3212, 3301, 3302, 3303, 3305, 3306, 3307, 3308, 3309, 3310, 3311, 3312, 3401, 3402, 3403, 3405, 3406, 3407, 3408, 3409, 3410, 3411, 3412, 3503, 3505, 3506, 3507, 3508, 3509, 3510, 3511, 3512, 3601, 3602, 3603, 3605, 3606, 3607, 3608, 3609, 3610, 3611, 3612, 3701, 3702, 3703, 3705, 3706, 3707, 3708, 3709, 3710, 3711, 3712, 3801, 3802, 3803, 3805, 3806, 3807, 3808, 3809, 3810, 3811, 3812, 3901, 3902, 3903, 3905, 3906, 3907, 3908, 3909, 3910, 3911, 3912, 4001, 4002, 4003, 4005, 4006, 4007, 4008, 4009, 4010, 4011, 4012, 4101, 4102, 4103, 4105, 4106, 4107, 4108, 4109, 4110, 4111, 4112, 4201, 4202, 4203, 4205, 4206, 4207, 4208, 4209, 4210, 4211, 4212, 4301, 4302, 4303, 4305, 4306, 4307, 4308, 4309, 4310, 4311, 4312, 4401, 4402, 4403, 4405, 4406, 4407, 4408, 4409, 4410, 4411, 4412, 4501, 4502, 4503, 4505, 4506, 4507, 4508, 4509, 4510, 4511, 4512, 4601, 4602, 4603, 4605, 4606, 4607, 4608, 4610, 4611, 4612, 4701, 4702, 4703, 4705, 4706, 4707, 4708, 4709, 4710, 4711, 4712, 4801, 4802, 4803, 4805, 4806, 4807, 4808, 4809, 4810, 4811, 4812, 4901, 4902, 4903, 4905, 4906, 4907, 4908, 4910, 4911, 4912, 5001, 5002, 5003, 5005, 5006, 5007, 5008, 5009, 5010, 5011, 5012, 5101, 5102, 5103, 5105, 5106, 5107, 5108, 5109, 5110, 5111, 5112, 5201, 5202, 5203, 5205, 5206, 5207, 5208, 5209, 5210, 5211, 5212, 5301, 5302, 5303, 5305, 5306, 5307, 5308, 5310, 5401, 5402, 5403, 5405, 5406, 5407, 5408, 5409, 5410, 5501, 5502, 5503, 5505, 5506, 5507, 5508, 5509, 5510, 5601, 5602, 5603, 5605, 5606, 5607, 5608, 5609, 5610, 5701, 5702, 5703,

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5705, 5706, 5707, 5708, 5709, 5801, 5802, 5803, 5805, 5806, 5807, 5808, 5809, 5901, 5902, 5903, 5905, 5906, 5907, 5908, 5909, 6001, 6002, 6003, 6005, 6008, 6009, 6101, 6102, 6103, 6105, 6108, 6109, 6201, 6202, 6203, 6205, 6208, 6209, 6301, 6302, 6303, 6308, 6309, 6401, 6402, 6403, 6405, 6408, 6409, 6501, 6502, 6503, 6505, 6508, 6509, 6601, 6603, 6702, 6703 and 6801.

1.12. **'Scheme'** means the Melbourne Planning Scheme.

1.13. **'Storage Lot'** means the Lots on the Plan which are intended to be used as a storeroom or for storage purposes, being the land in Lots B1ST01, B1ST02, B1ST03, B1ST04, B1ST05, B1ST06, B1ST07, B1ST08, B1ST09, B1ST10, MLST01, MLST02, MLST03, MLST04, MLST05, MLST06, L1ST01, L1ST02, L1ST03, L1ST04, L1ST05, L1ST06, L2ST01, L2ST02, L2ST03, L2ST04, L2ST05, L2ST06, L3ST01, L3ST02, L3ST03, L3ST04, L3ST05, L3ST06, L4ST01, L4ST02, L4ST03, L4ST04, L4ST05, L4ST06, L5ST01, L5ST02, L5ST03, L5ST04, L5ST05, L5ST06, L6ST01, L6ST02, L6ST03, L6ST04, L6ST05, L6ST06, L7ST01, L7ST02, L7ST03, L7ST04, L7ST05, L7ST06, L8ST01, L8ST02, L8ST03, L8ST04, L9ST01 and L9ST02.

1.14. **'Termination Date'** means the date or specified event referred to in Item 9 of the Schedule on which this Agreement shall end in accordance with Section 177 of the Act.

2. INTERPRETATION

2.1. Unless the context provides otherwise, the singular includes the plural and the plural includes the singular.

2.2. A reference to a gender includes a reference to each other gender.

2.3. A reference to a person includes a reference to a firm, corporation or other corporate body.

2.4. If the Owner is more than one person this Agreement binds them jointly and each of them severally.

2.5. A reference to legislation includes a modification or re-enactment of it, a legislative provision substituted for it or amendment of it, and a regulation or statutory instrument issued under it.

2.6. All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

2.7. The Recitals to this Agreement are and will be deemed to form part of this Agreement.

2.8. Any reference in this Agreement to the Council includes its agents, officers, employees, servants, workers and contractors.

3. AGREEMENT UNDER SECTION 173 OF THE ACT

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

4. AGREEMENT RUNS WITH THE LAND

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

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5. PLANNING OBJECTIVES

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

6. BINDING COVENANTS

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

7. SUCCESSORS IN TITLE

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

7.1. give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement

7.2. execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

8. COVENANTS OF OWNER

The Owner covenants and agrees that:

8.1. it will not sell or otherwise transfer its interest in any Car Park Lot or Storage Lot other than to an Owner of a Prime Lot. (It is acknowledged that the sale by the Owner of a Car Park Lot or Storage Lot to a party to whom the Owner is simultaneously selling a Prime Lot will not breach this clause)

8.2. a Car Park Lot may only be used for car parking and only by the Owner, or by occupiers of, or bona fide visitors to, a Prime Lot

8.3. a Storage Lot may only be used as a storeroom or for storage purposes and only by the Owner, or by occupiers of, or bona fide visitors to, a Prime Lot

8.4. it shall not be an owner of any Car Park Lot or Storage Lot unless it is concurrently the owner of a Prime Lot

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

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

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

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

8.8. it consents to the Council making application to the Registrar of the Land Titles Office to make a recording of this Agreement in the Register on the folio of the Register which relates to the Land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section

8.9. it will indemnify and keep indemnified the Council and the Council's agents in relation to all costs, expenses, losses or damages whatsoever which the Council or its agents may sustain, incur or suffer or be or become liable for in respect of any suit, action, proceeding, judgment or claim brought by any person whatsoever arising from or referable to the matters referred to in this Agreement or any breach of this Agreement.

9. COSTS

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

9.1.1.1. the negotiation, preparation, execution registration and enforcement of this Agreement including all moneys, costs (including charges for consultants, architects and legal advice and assistance) charges and expenses for which the Council may pay, incur or expend, in consequence of any default in the performance and observance of any covenant, proviso, condition or agreement herein contained or implied and on the Owner's part to be performed and observed or under or in exercise or enforcement or attempted exercise or enforcement of any right, power or remedy herein contained

9.1.1.2. administration and supervision costs of the Council properly and reasonably incurred in relation to this Agreement except for administration and supervision which the Council is obliged to undertake pursuant to its statutory duties

9.1.1.3. any request by the Owner for the Council's consent or approval where such consent or approval is required under any covenant, proviso, condition or agreement herein contained or implied immediately the Council shall have expended or incurred the same.

10. DEFAULT OF OWNER

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

11. INTEREST AND CHARGE

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

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

12. NOTICES

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

12.1.1. by delivering it personally to that party

12.1.2. by sending it by prepaid post

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

12.2. and notice or other communication is deemed served:

12.2.1. if delivered, on the next following business day

12.2.2. if posted, on the expiration of two business days after the date of posting

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

13. FURTHER ASSURANCE

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

14. OWNER'S ACKNOWLEDGMENT

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

15. NO WAIVER

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

16. SEVERABILITY

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

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17. MORATORIUM

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

18. GOVERNING LAW

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

19. ENDING OF AGREEMENT

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

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

EXECUTED as a DEED

SIGNED SEALED AND DELIVERED by **LEON WILSON, LICENSED SURVEYOR** pursuant to an Instrument of Delegation authorised by Resolution of Council.)

.....
TEAM LEADER LAND SURVEY

.....
Witness

THE COMMON SEAL of **BRADY VISION (VIC) PTY LTD** (A.C.N. 132 431 773) was hereunto affixed in accordance with its Constitution in the presence of:)

Director .....

Full Name Simon Philip Pethica
Usual Address 270 King Street, MELBOURNE VICTORIA 3000

Director/Secretary .....

Full Name Anthony Brady
Usual Address 270 King Street, MELBOURNE VICTORIA 3000

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WESTPAC BANKING CORPORATION as Mortgagee under Instrument of Mortgage No. AL480236V dated 11 November 2014 which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

.....Gadens.....

By its solicitors and authorised agents Gadens Lawyers

Antony Bain Greenaway
of 600 Bourke Street Melbourne
An Australian legal practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

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SCHEDULE

ITEM NO.	ISSUE	SPECIFICATION
1.	Owner	Brady Vision (Vic) Pty Ltd (A.C.N 132 431 773) of 270 King Street, Melbourne
2.	Land description by address and Certificate of Title details	The Car Park Lots and Storage Lots on the Plan being part of the land contained in certificate of title Volume 04702 Folio 247 known as 496-504 Elizabeth Street and 51-55 Therry Street, Melbourne Vic 3000
3.	Permit Number and date issued	TP-2014-323 dated 3 March 2015
4.	What the Permit allows	Subdivision in stages in accordance with the endorsed plan PS702914M Stage 1
5.	What the condition requiring the Agreement provides for	The certified plan must show the car park lots and the storage lots to be part lots together with other appropriate "prime" lots in the plan; *or* a legally binding agreement under Section 173 of the Planning and Environment Act 1987 shall be entered into between the land owner and the Responsible Authority and Lodged at the Land Victoria prior to the issue of the statement of compliance for the plan, to ensure that the relevant car park lots and storage lots can only be owned and used for the approved purposes, together with a "prime" lot or lots on the plan. The agreement is to indemnify Council against any claims on the matter. The agreement must also contain such other conditions as may be advised by Council's Chief Legal Counsel. The owner of the land being subdivided must pay all of Council's reasonable legal costs and expenses for this agreement, including Land Victoria registration fees.
6.	Mortgage details including name and address of Mortgagee, date mortgage registered and registered number	Westpac Banking Corporation Limited Level 3 Westpac House 275 Kent Street, SYDNEY NSW 2000 Mortgage No. AL480236V Mortgage Registered 11 November 2014
7.	Commencement date	The date of execution of this Agreement.
8.	Council's Representative is:	Leon Wilson, Licensed Surveyor, Land Survey Team

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9.	Termination date or specified event	The Land permanently ceasing to be used or capable of being used for car park or storage purposes (as the case may be) or otherwise by agreement of the parties
10.	Address, phone and facsimile of Council	Melbourne City Council Town Hall, Swanston Street Melbourne VIC 3000 Ph: 9658 9658 Facsimile: 9654 4854
12.	Address, phone and facsimile of Owner	Brady Vision (Vic) Pty Ltd (A.C.N. 132 431 773) 270 King Street, Melbourne VIC 3000 Ph: 03 8622 8100 Facsimile 03 8622 8188

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APPENDIX A - PLAN

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PLAN OF SUBDIVISION

EDITION	PS

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LOCATION OF LAND

PARISH:	MELBOURNE NORTH CITY OF MELBOURNE
TOWNSHIP:	----
SECTION:	43
CROWN ALLOTMENT:	18
CROWN PORTION:	----
TITLE REFERENCE:	VOL 4702 FOL 247
LAST PLAN REFERENCE:	TP 410296B
POSTAL ADDRESS: (at time of subdivision)	51 – 55 THERRY STREET, 496–502 ELIZABETH STREET, MELBOURNE, 3000
MGA 94 CO–ORDINATES: (approx. centre of land in plan)	E 320 450 N 5 813 620 Zone: 55

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

STAGING This is/~~is not~~ a staged subdivision
Planning Permit No.

DEPTH LIMITATION DOES NOT APPLY

SURVEY This plan is/~~is not~~ based on survey SEE BP 3006L
This survey has been connected to permanent marks no(s)
In Proclaimed Survey Area No.

-/-/-/-/- DENOTES STRUCTURE (NON BOUNDARY)
B - BALCONY
P - PROJECTION
CP No.1 - COMMON PROPERTY No.1

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS
EXTERIOR FACE: BOUNDARIES MARKED E
INTERIOR FACE: ALL OTHER BOUNDARIES

COMMON PROPERTY No. 1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS, AND INCLUDES THE STRUCTURE THAT DEFINE BOUNDARIES (EXCEPT AS DEFINED 'E')

ALL SLABS, BEAMS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN ON THIS PLAN ARE IN COMMON PROPERTY No 1 UNLESS SHOWN OTHERWISE

PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB
SEE ALSO SECTION A–A'

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

Bosco Jonson Pty Ltd
A.B.N. 96 282 532 642
P.O. Box 6076, South Melbourne, Vic 3206
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992

LICENSED SURVEYOR ANDREI FIJAN

DATE 01/12/15 REFERENCE 29020003
VERSION DRAWING 2902000MA

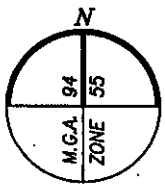
ORIGINAL SHEET SIZE A3
SHEET 1 OF 25 SHEETS

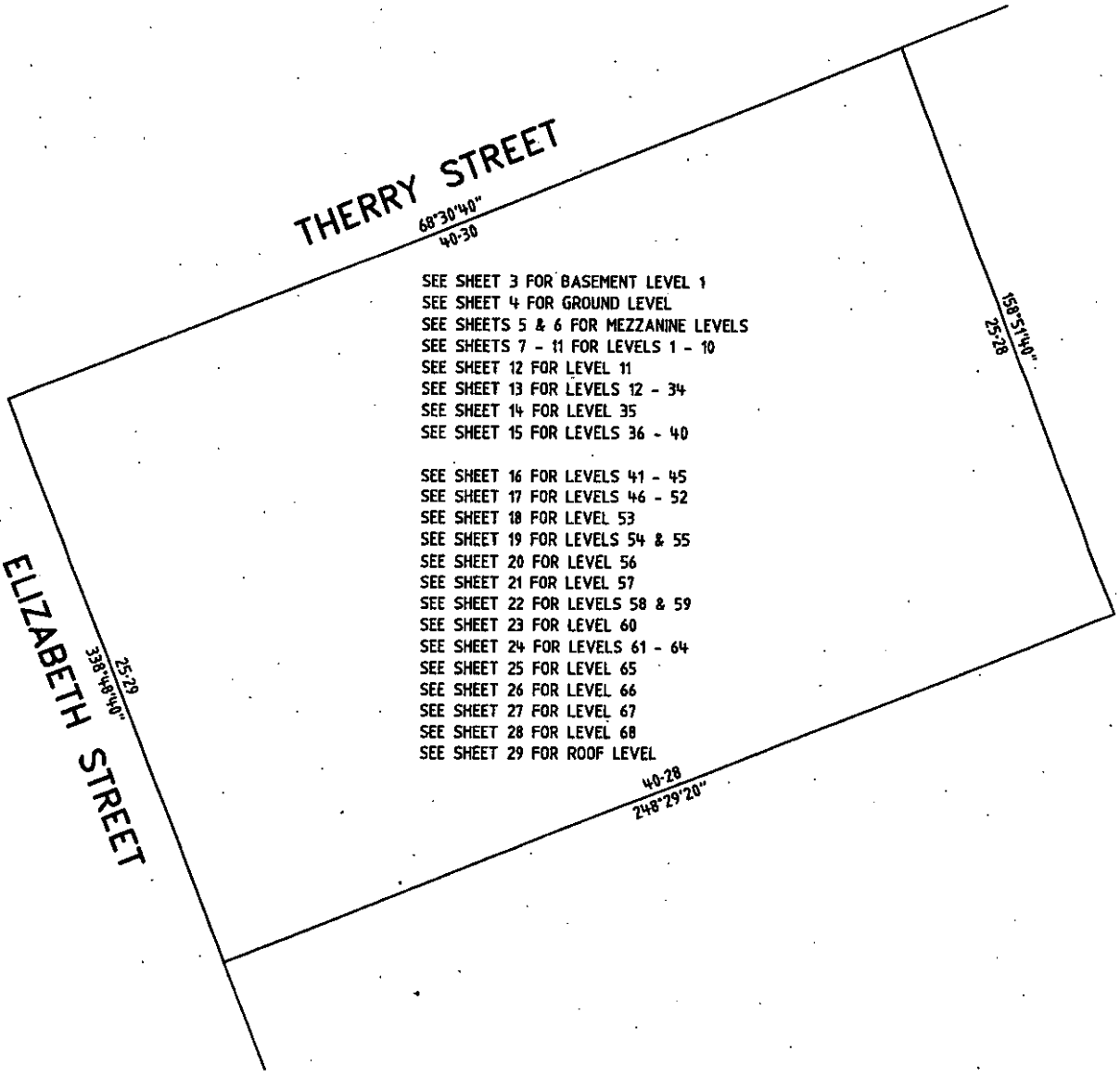
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PLAN OF SUBDIVISION

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SEE SHEET 3 FOR BASEMENT LEVEL 1
SEE SHEET 4 FOR GROUND LEVEL
SEE SHEETS 5 & 6 FOR MEZZANINE LEVELS
SEE SHEETS 7 - 11 FOR LEVELS 1 - 10
SEE SHEET 12 FOR LEVEL 11
SEE SHEET 13 FOR LEVELS 12 - 34
SEE SHEET 14 FOR LEVEL 35
SEE SHEET 15 FOR LEVELS 36 - 40

SEE SHEET 16 FOR LEVELS 41 - 45
SEE SHEET 17 FOR LEVELS 46 - 52
SEE SHEET 18 FOR LEVEL 53
SEE SHEET 19 FOR LEVELS 54 & 55
SEE SHEET 20 FOR LEVEL 56
SEE SHEET 21 FOR LEVEL 57
SEE SHEET 22 FOR LEVELS 58 & 59
SEE SHEET 23 FOR LEVEL 60
SEE SHEET 24 FOR LEVELS 61 - 64
SEE SHEET 25 FOR LEVEL 65
SEE SHEET 26 FOR LEVEL 66
SEE SHEET 27 FOR LEVEL 67
SEE SHEET 28 FOR LEVEL 68
SEE SHEET 29 FOR ROOF LEVEL

SITE DIAGRAM
DIAGRAM 1

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

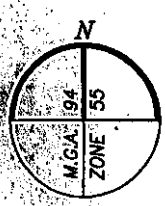
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 2

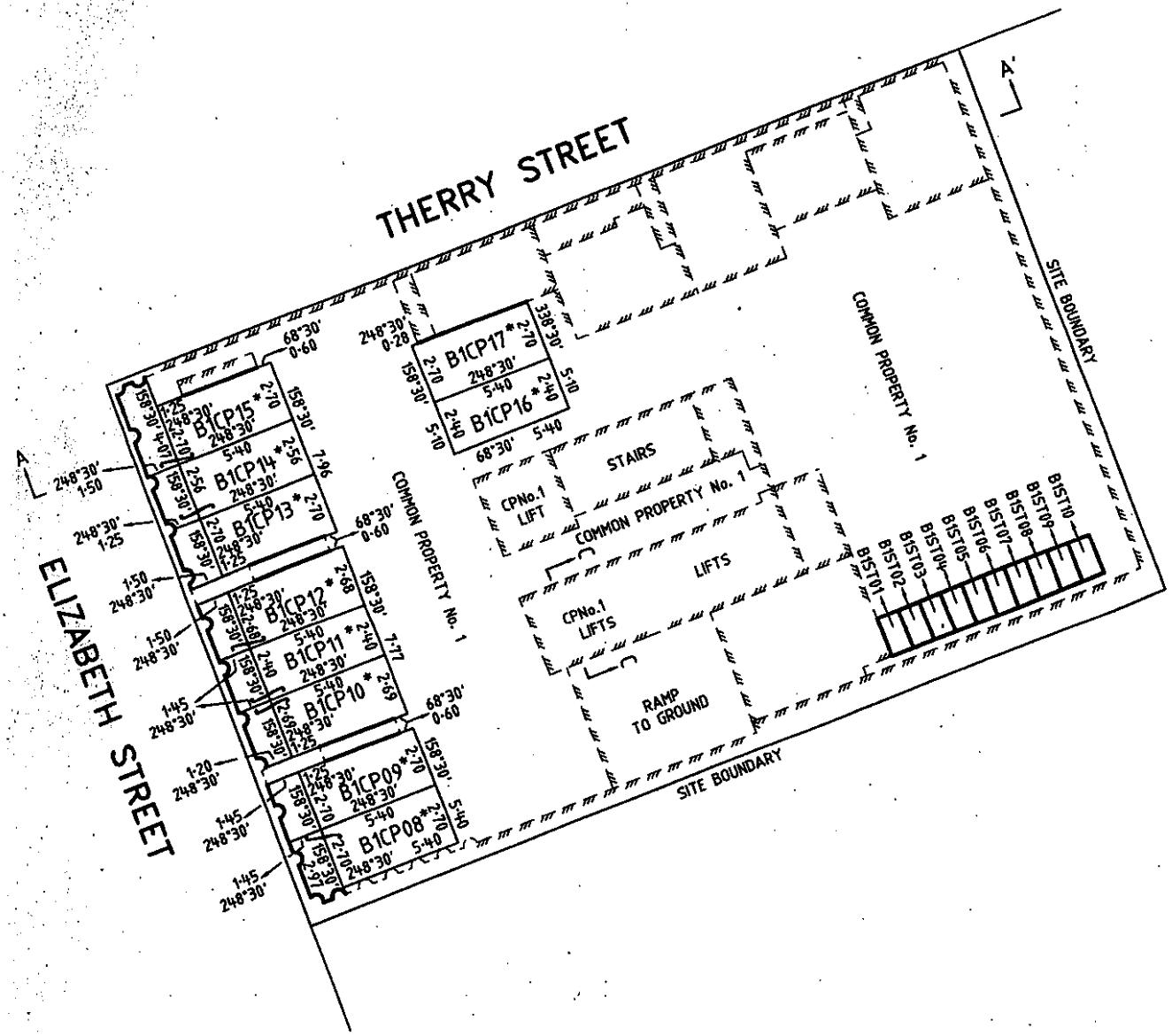
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PLAN OF SUBDIVISION

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PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB SEE ALSO SECTION A-A'

BASEMENT LEVEL 1
DIAGRAM 2

Bosco Jonson Pty Ltd
A.B.N. 95 282 532 842
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne,
Vic 3205 Australia DX 20624 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992

LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 3

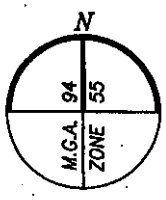
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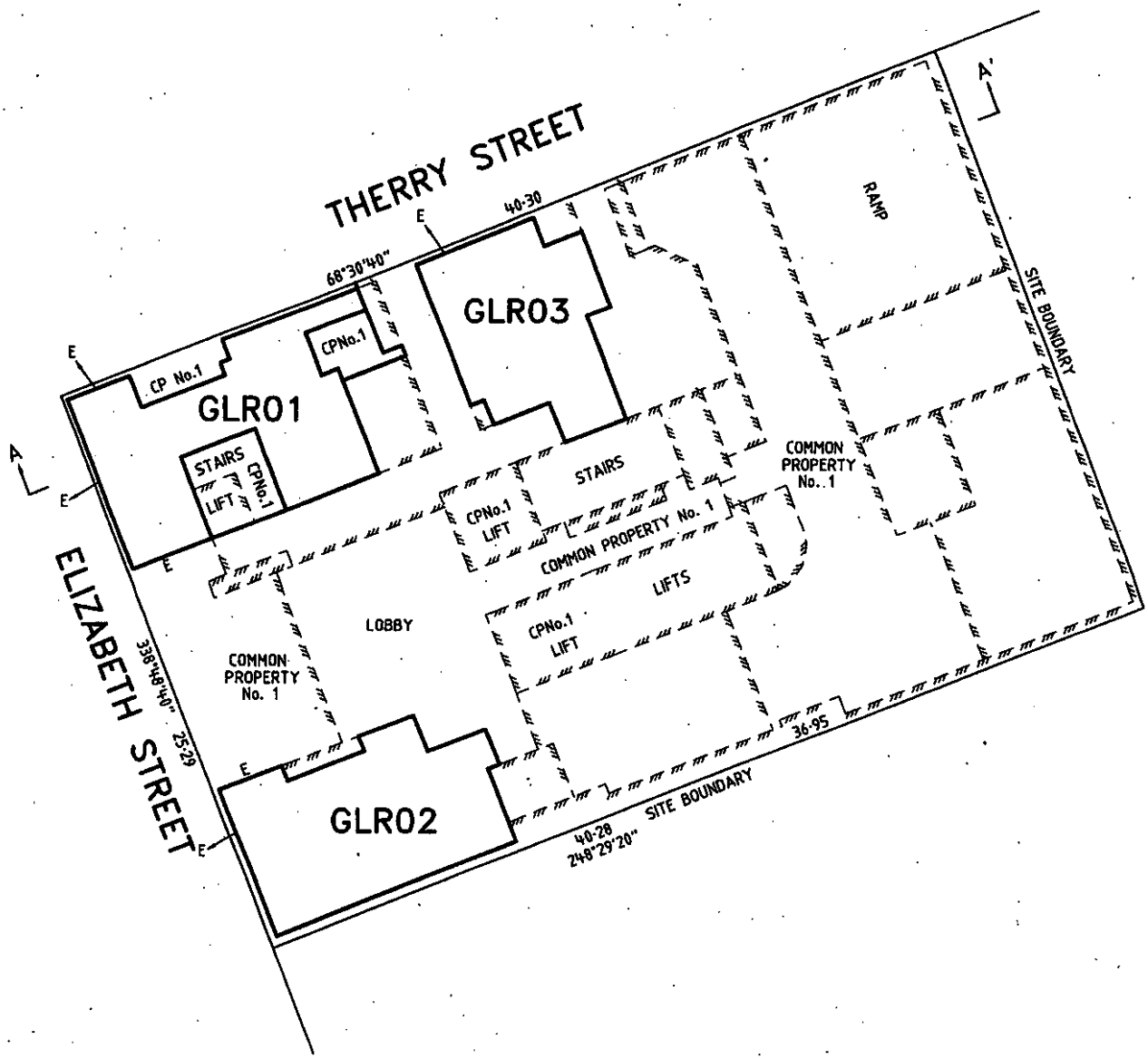
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GROUND LEVEL
DIAGRAM 3

Bosco Jonson Pty Ltd
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P.O. Box 5075, South Melbourne, Vic 3205
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Vic 3205 Australia DX 20524 Emerald Hill
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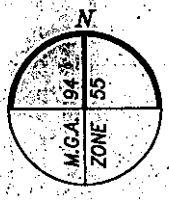
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DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 4

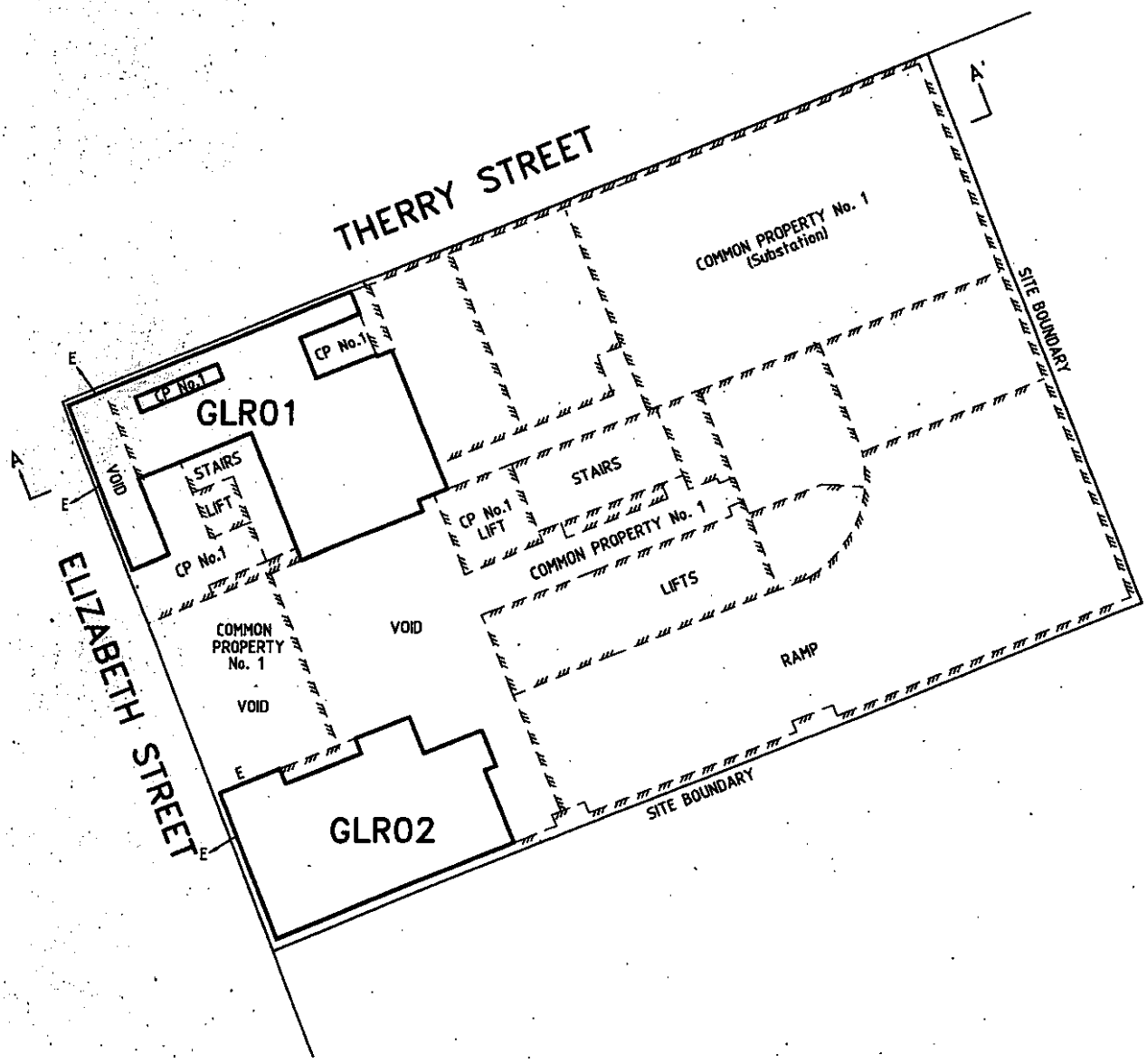
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MEZZANINE A LEVEL
DIAGRAM 4

8

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P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992

LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 5

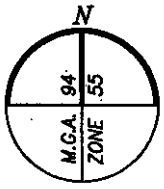
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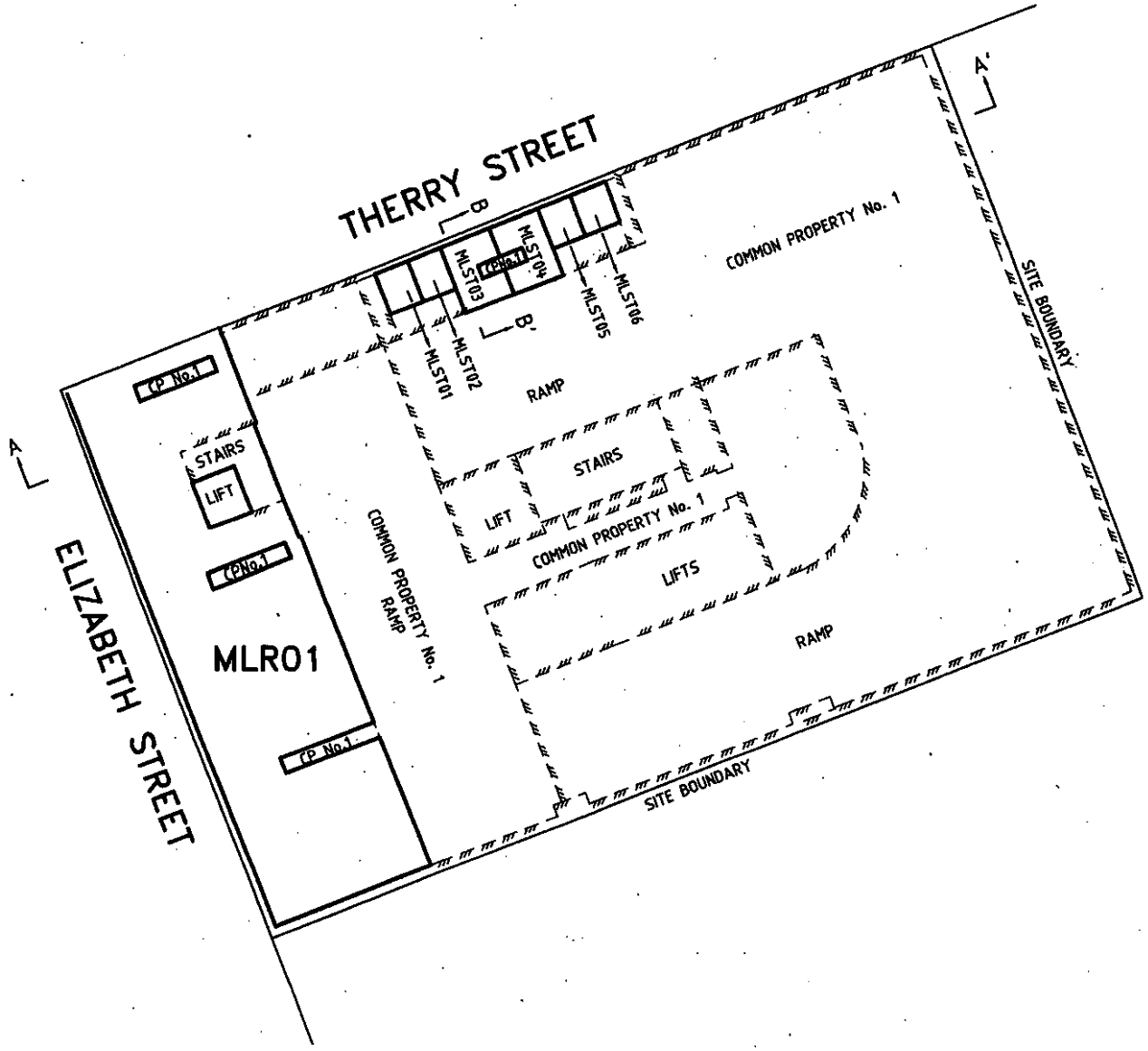
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MEZZANINE B LEVEL

DIAGRAM 5

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

LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 6

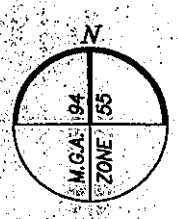
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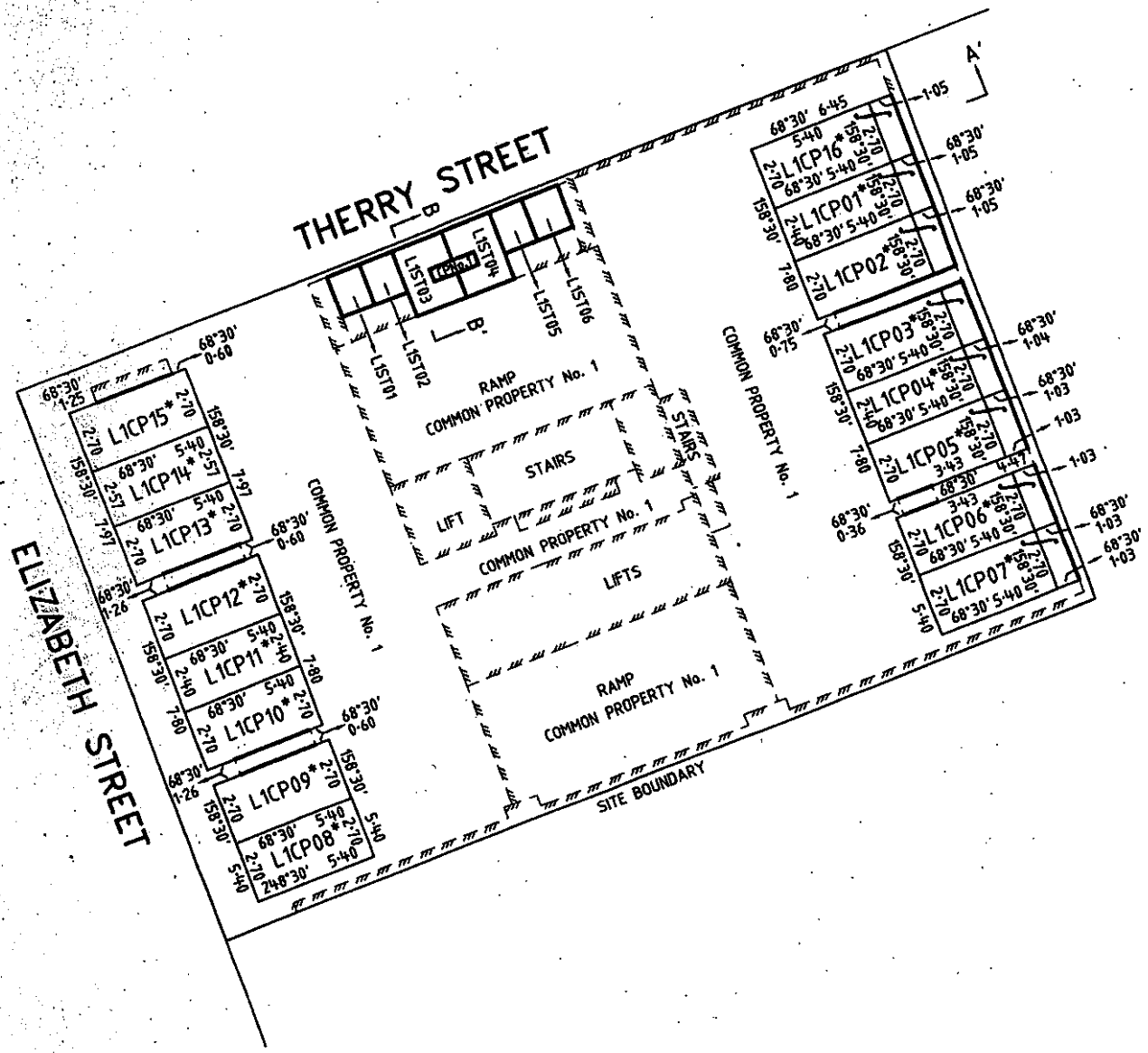
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PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB
SEE ALSO SECTION A-A'

LEVEL 1
DIAGRAM 6

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5076 South Melbourne Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992

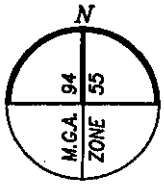
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 7

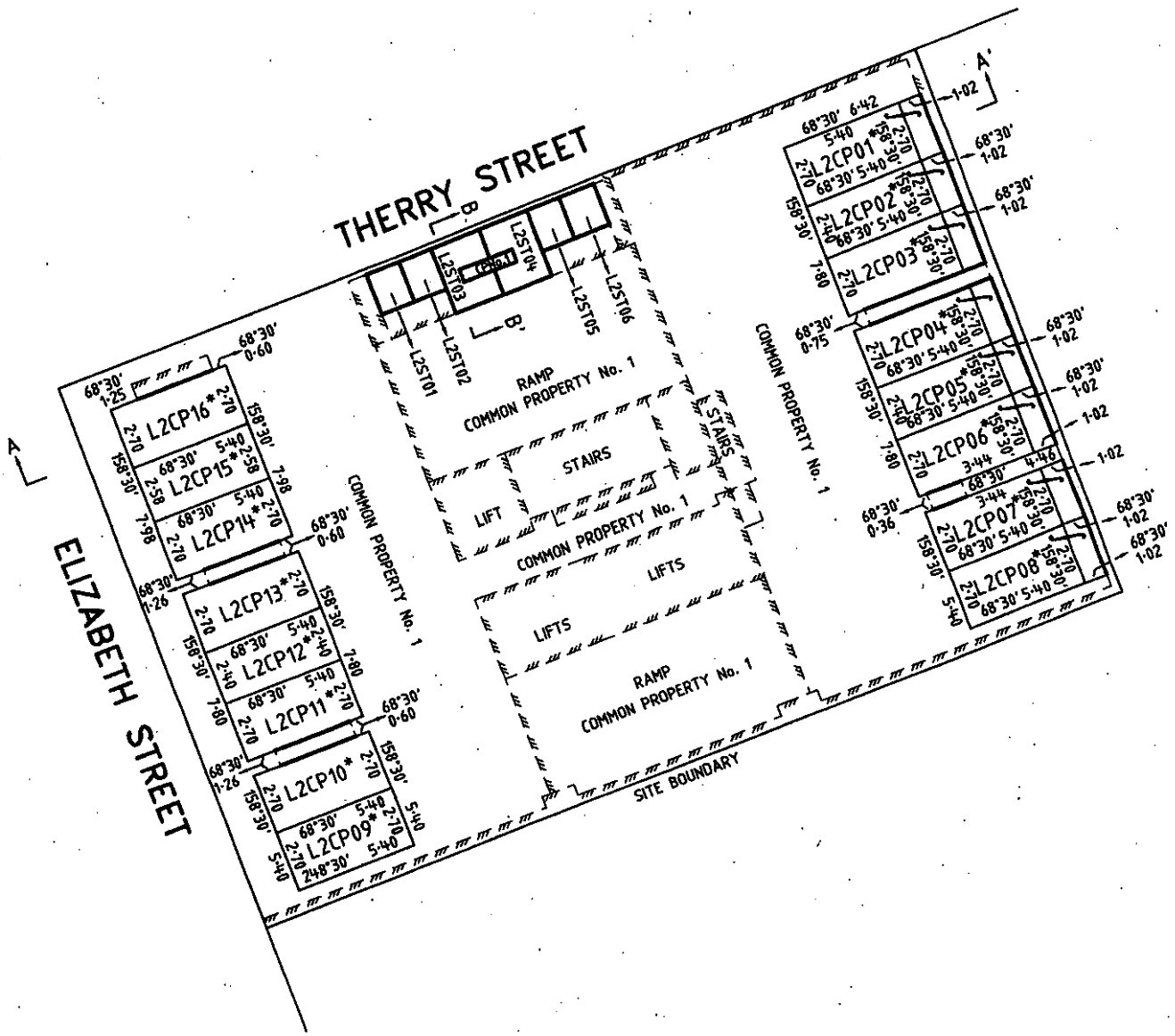
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PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB
SEE ALSO SECTION A-A'

LEVEL 2
DIAGRAM 7

Bosco Jonson Pty Ltd
A.B.N 85 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR ANDREI FIJAN

SCALE 1:200

2 0 4 8
LENGTHS ARE IN METRES

DATE 01/12/15
REFERENCE 29020003
VERSION
DRAWING 2902000MA

ORIGINAL SHEET SIZE A3
SHEET 8

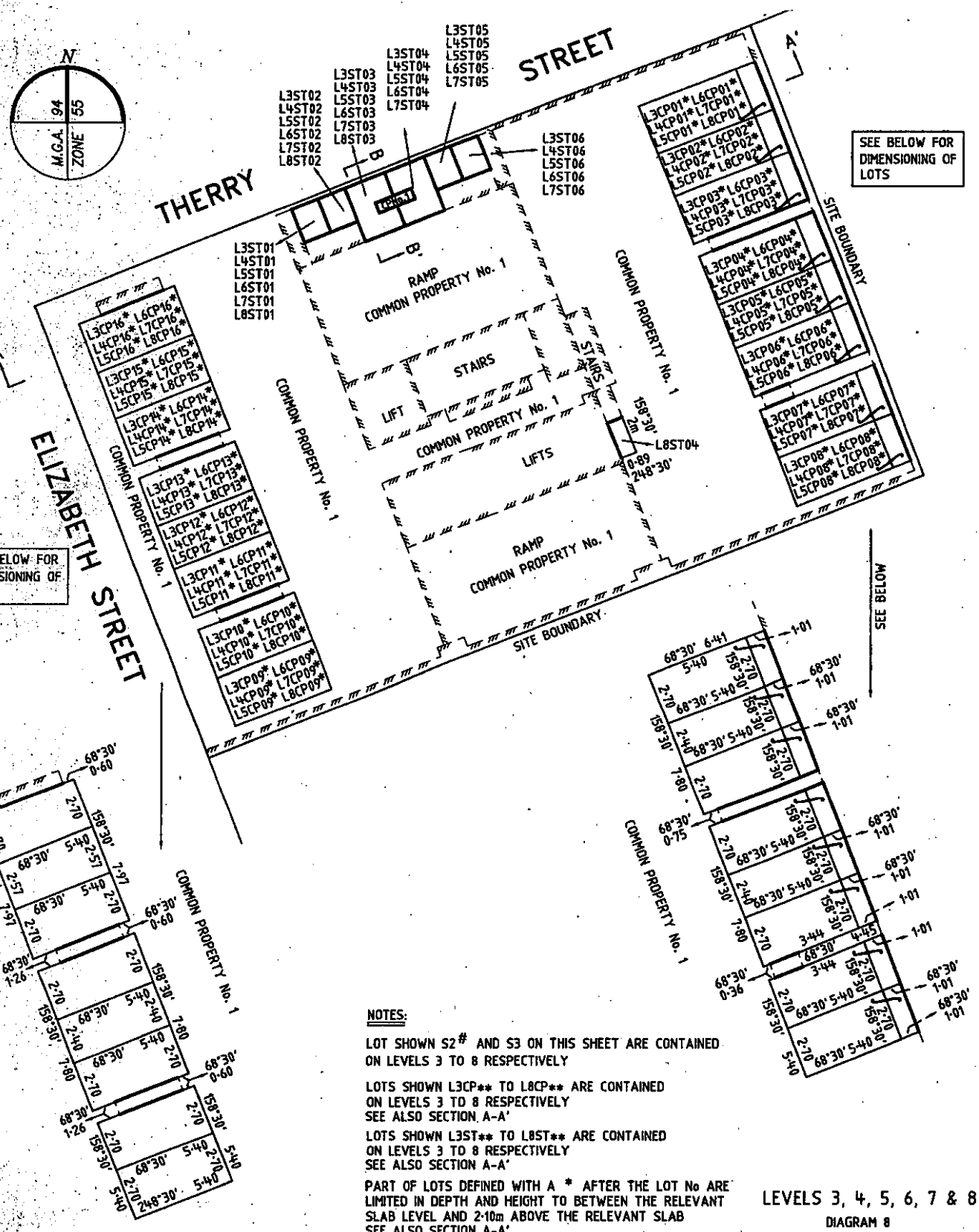
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NOTES:

LOT SHOWN S2# AND S3 ON THIS SHEET ARE CONTAINED ON LEVELS 3 TO 8 RESPECTIVELY

LOTS SHOWN L3CP** TO L8CP** ARE CONTAINED ON LEVELS 3 TO 8 RESPECTIVELY SEE ALSO SECTION A-A'

LOTS SHOWN L3ST** TO L8ST** ARE CONTAINED ON LEVELS 3 TO 8 RESPECTIVELY SEE ALSO SECTION A-A'

PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB SEE ALSO SECTION A-A'

LEVELS 3, 4, 5, 6, 7 & 8

DIAGRAM 8

8

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P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX: 20624 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992

LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 9

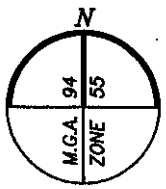
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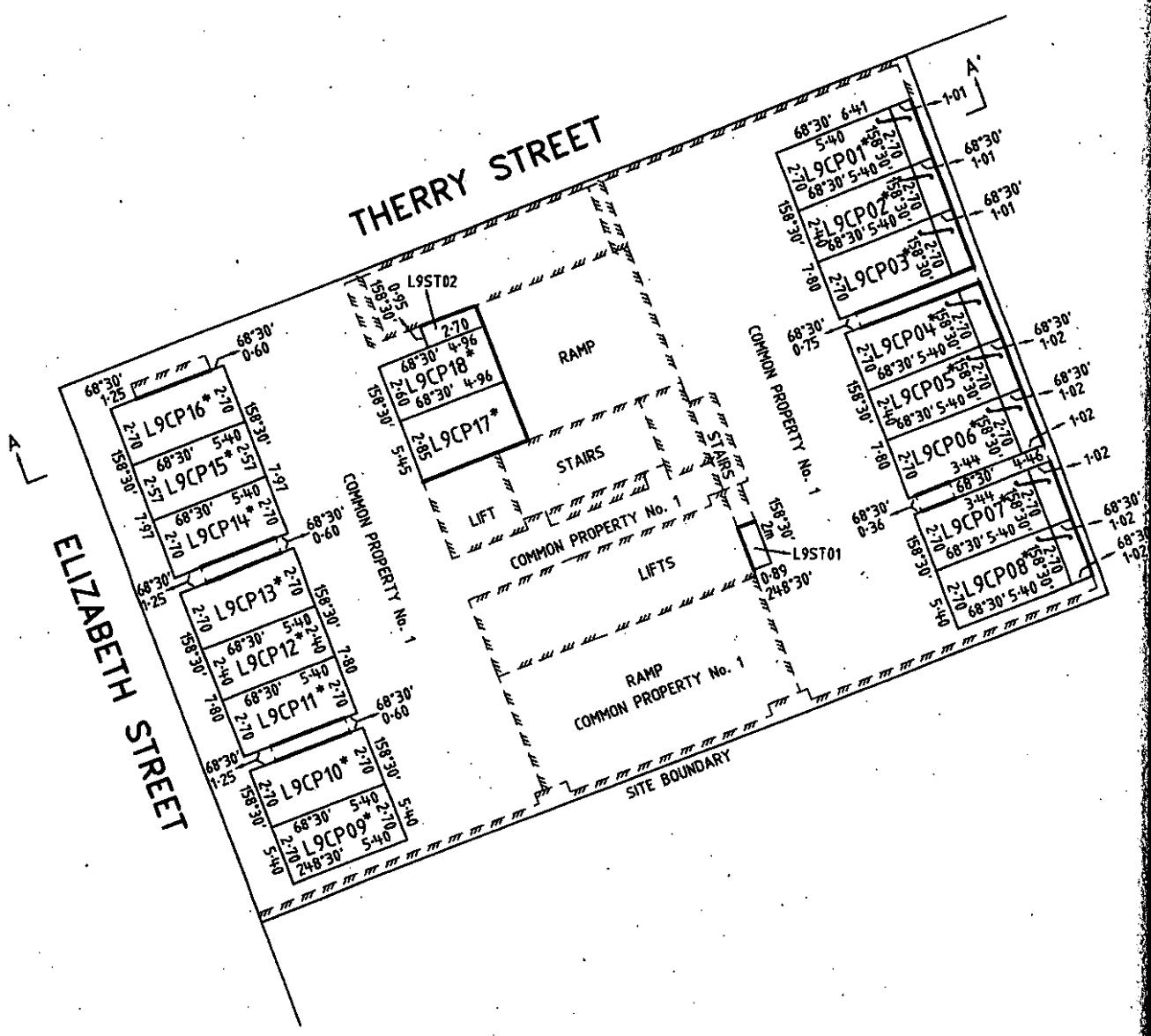
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PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB
SEE ALSO SECTION A-A'

LEVEL 9
DIAGRAM 9

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

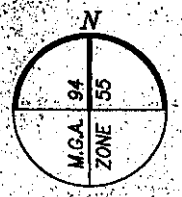
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 10

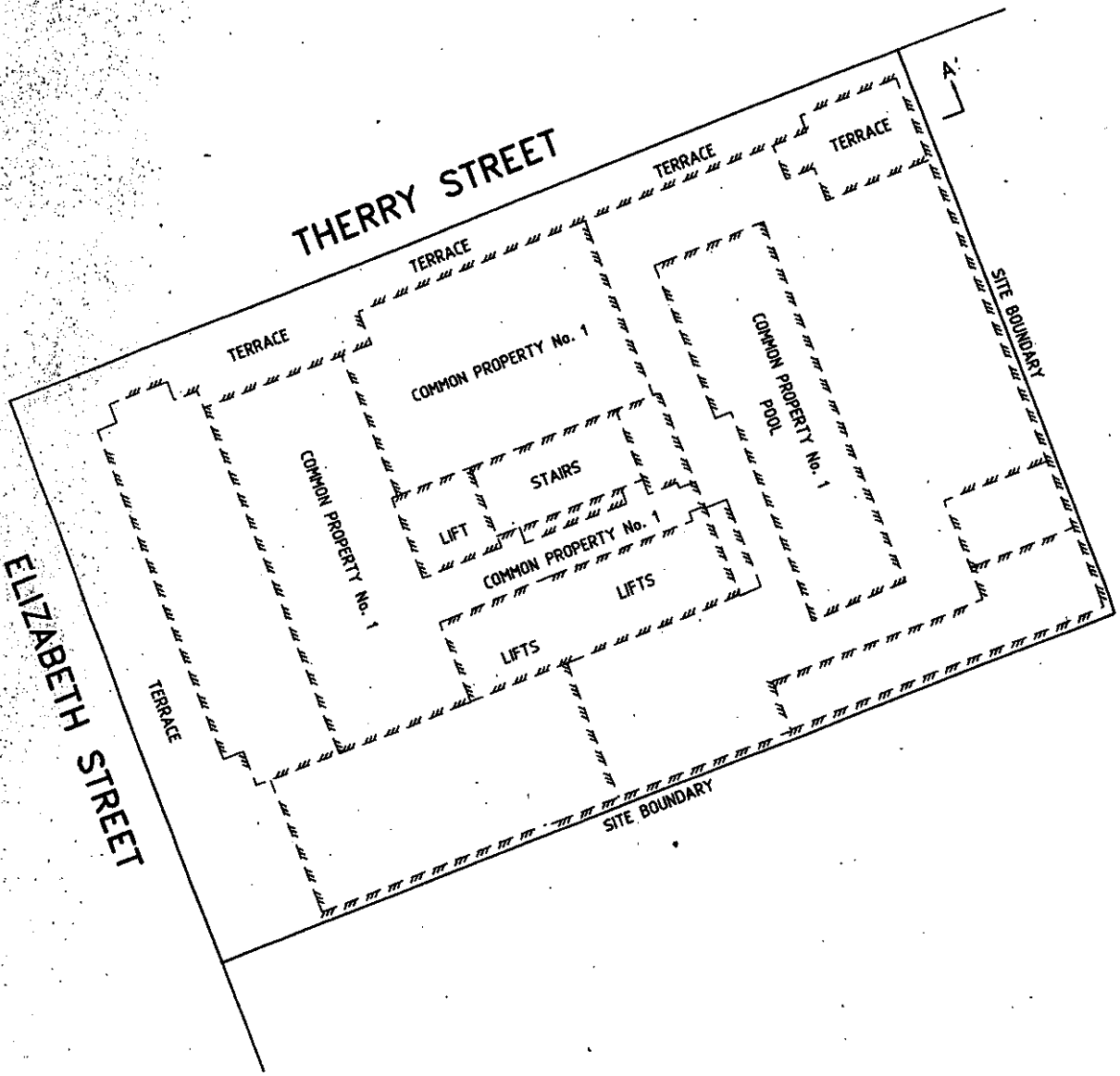
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LEVEL 10
DIAGRAM 10

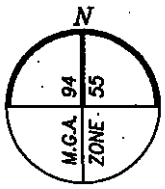
Bosco Jonson Pty Ltd A.B.N. 96 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road, South Melbourne Vic 3205 Australia DX 20624 Emerald Hill Tel (03) 9699 1400 Fax (03) 9699 5992	LICENSED SURVEYOR ANDREI FIJAN	SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
	DATE 01/12/15	REFERENCE 29020003	ORIGINAL SHEET SIZE A3
	VERSION	DRAWING 2902000MA	SHEET 11

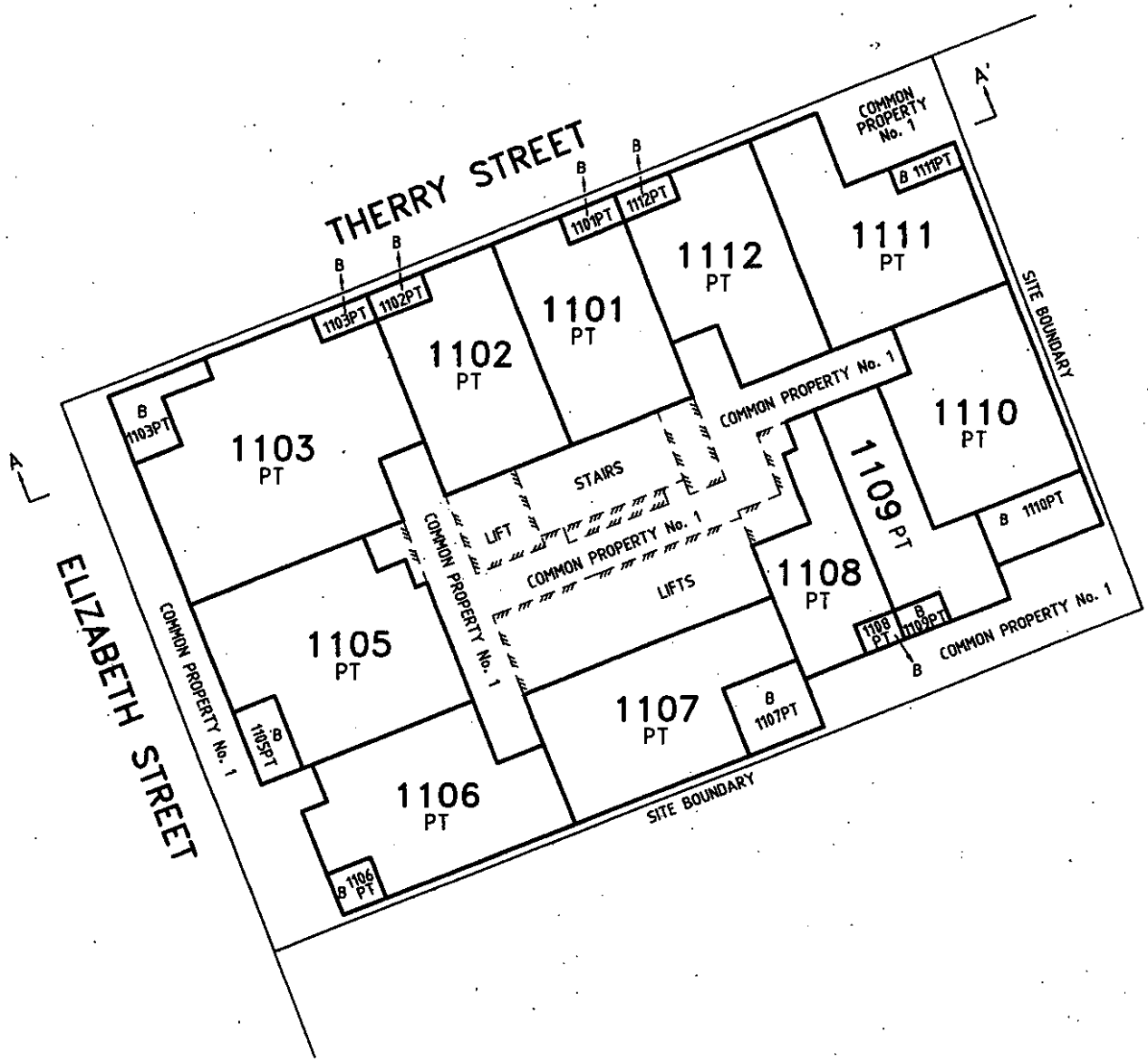
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LEVEL 11
DIAGRAM 11

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16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 12

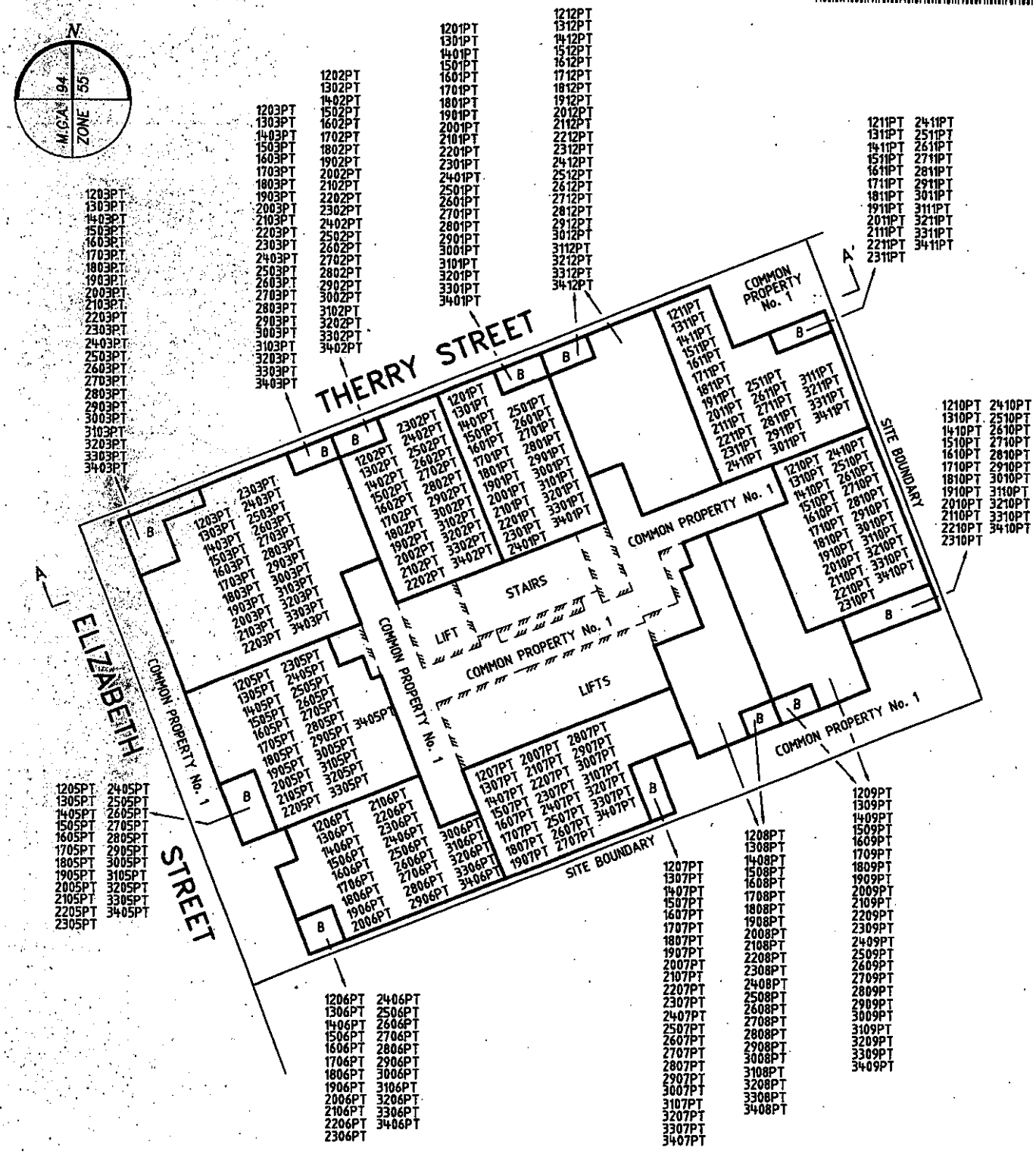
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PLAN OF SUBDIVISION

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LOTS SHOWN 12** TO 34** ARE CONTAINED ON LEVELS 12 TO 34 RESPECTIVELY

LEVELS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 & 34

DIAGRAM 12

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20624 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992

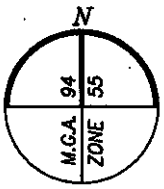
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 13

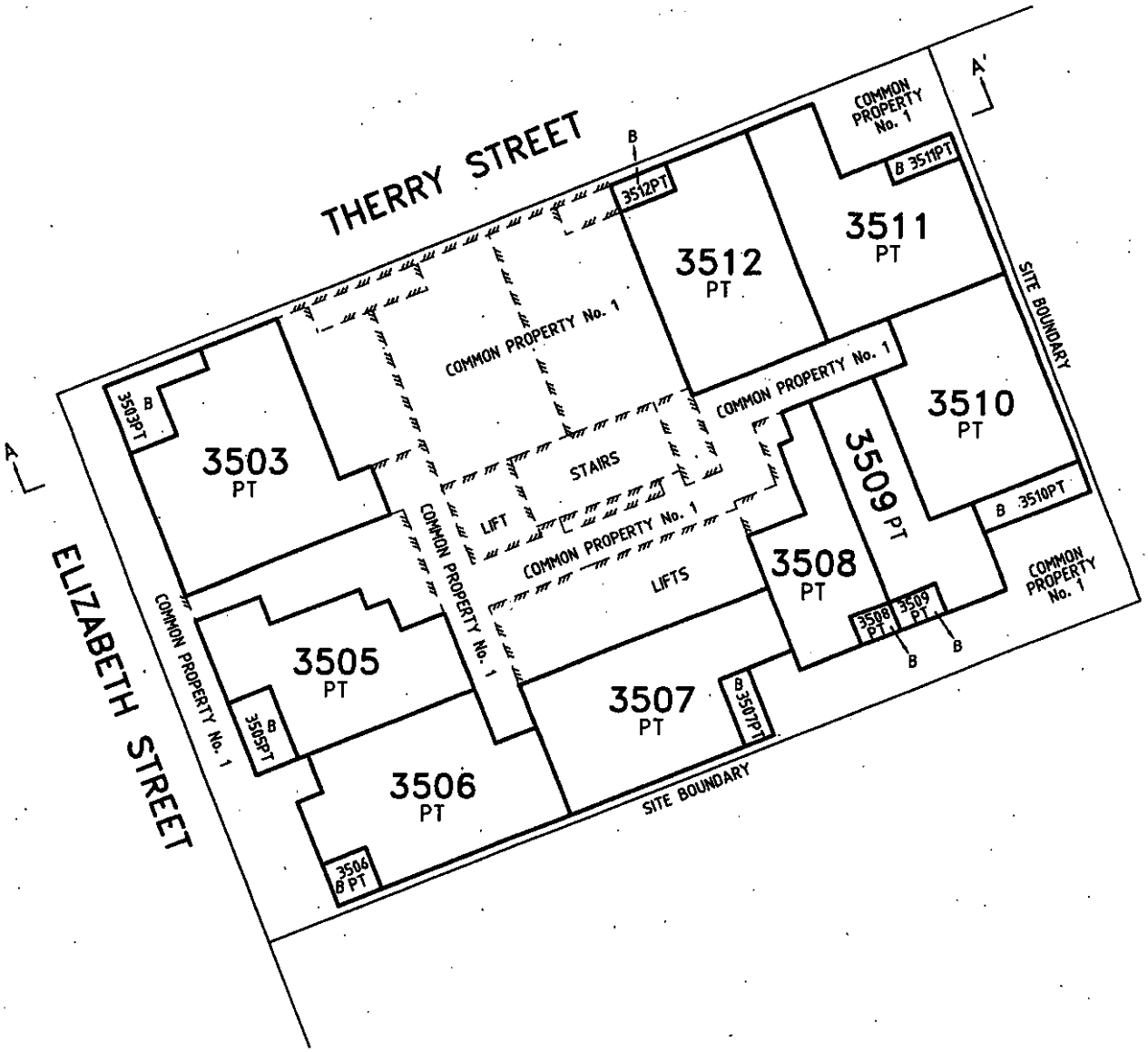
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LEVEL 35
DIAGRAM 13

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Vic 3205 Australia DX 20524 Emerald Hill
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LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 14

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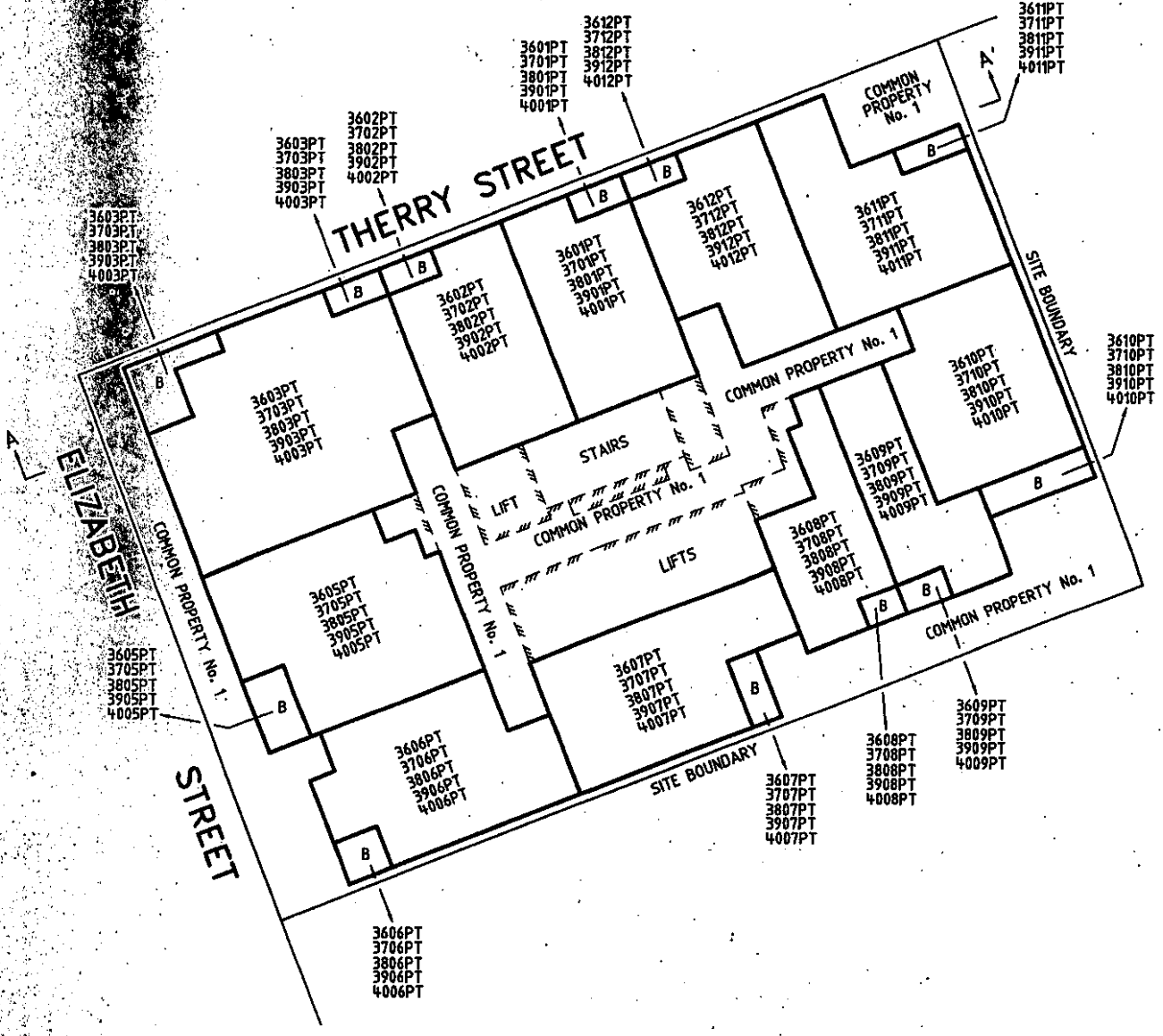
PLAN OF SUBDIVISION

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LOTS SHOWN 36** TO 40** ARE CONTAINED ON LEVELS 36 TO 40 RESPECTIVELY

LEVELS 36, 37, 38, 39 & 40
DIAGRAM 14

Bosco Jonson Pty Ltd A.B.N. 65 282 532 642 P.O. Box 5075, South Melbourne, Vic. 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992	LICENSED SURVEYOR ANDREI FIJAN	SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
	DATE 01/12/15	REFERENCE 29020003	ORIGINAL SHEET SIZE A3
	VERSION	DRAWING 2902000MA	SHEET 15

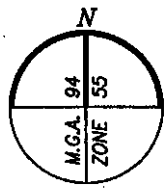
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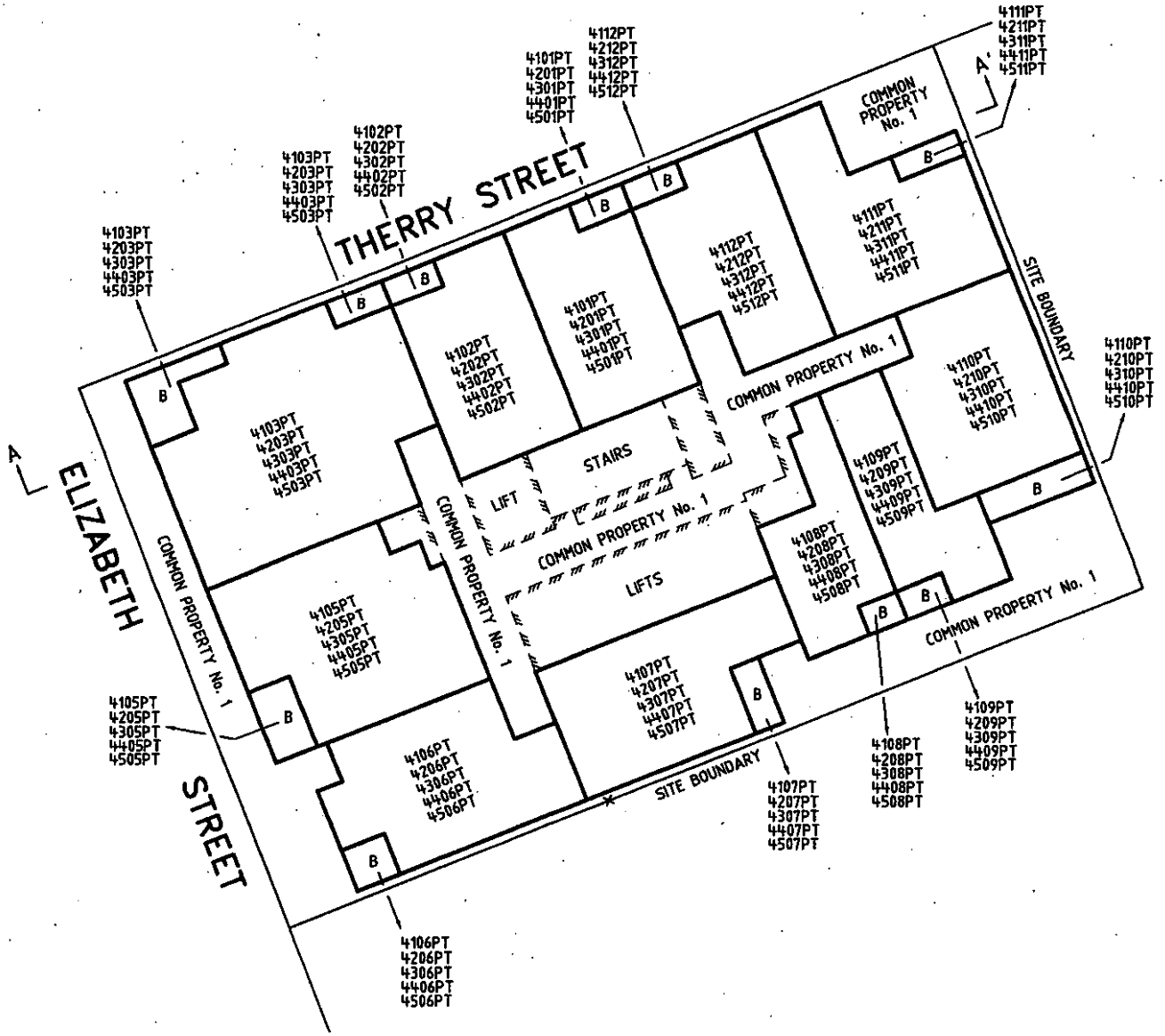
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PLAN OF SUBDIVISION

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NOTE:
LOTS SHOWN 41** TO 45** ARE CONTAINED ON LEVELS 41 TO 45 RESPECTIVELY

LEVELS 41, 42, 43, 44 & 45
DIAGRAM 14A

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

LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 16

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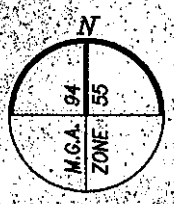


DIAGRAM FOR LOTS 4608 & 4908 ON LEVELS 46 & 49

NOTE:
LOTS SHOWN 46** TO 52** ARE CONTAINED ON LEVELS 46 TO 52 RESPECTIVELY

LEVELS 46, 47, 48, 49, 50, 51 & 52
DIAGRAM 15

Bosco Jonson Pty Ltd
A.B.N. 86 282 632 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205, Australia DX 20524 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992

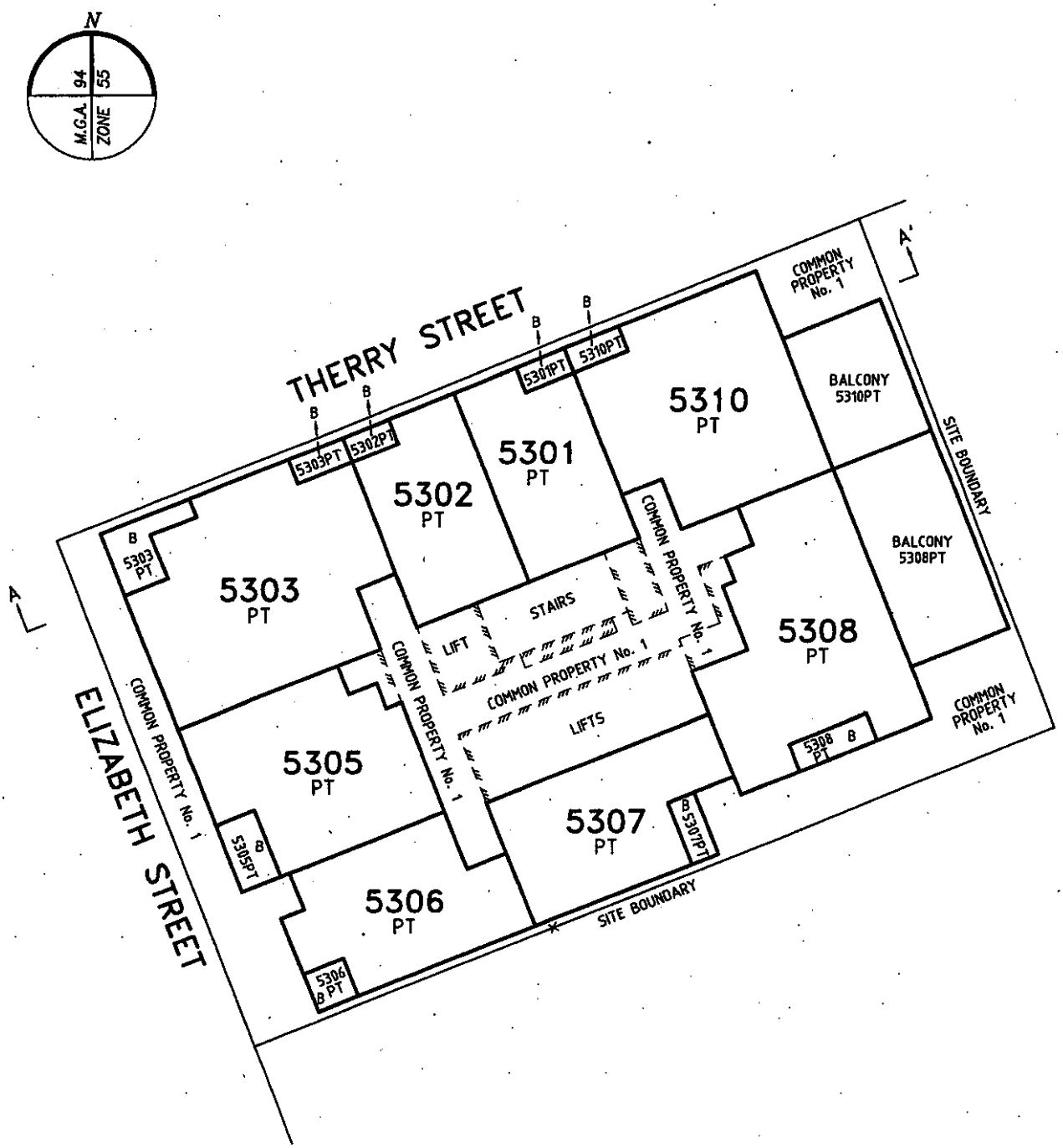
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 17

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LEVEL 53
DIAGRAM 16

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A.B.N 95 262 532 842
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR ANDREI FIJAN	SCALE 1:200	2 0 4 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003	ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA	SHEET 18

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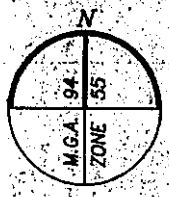
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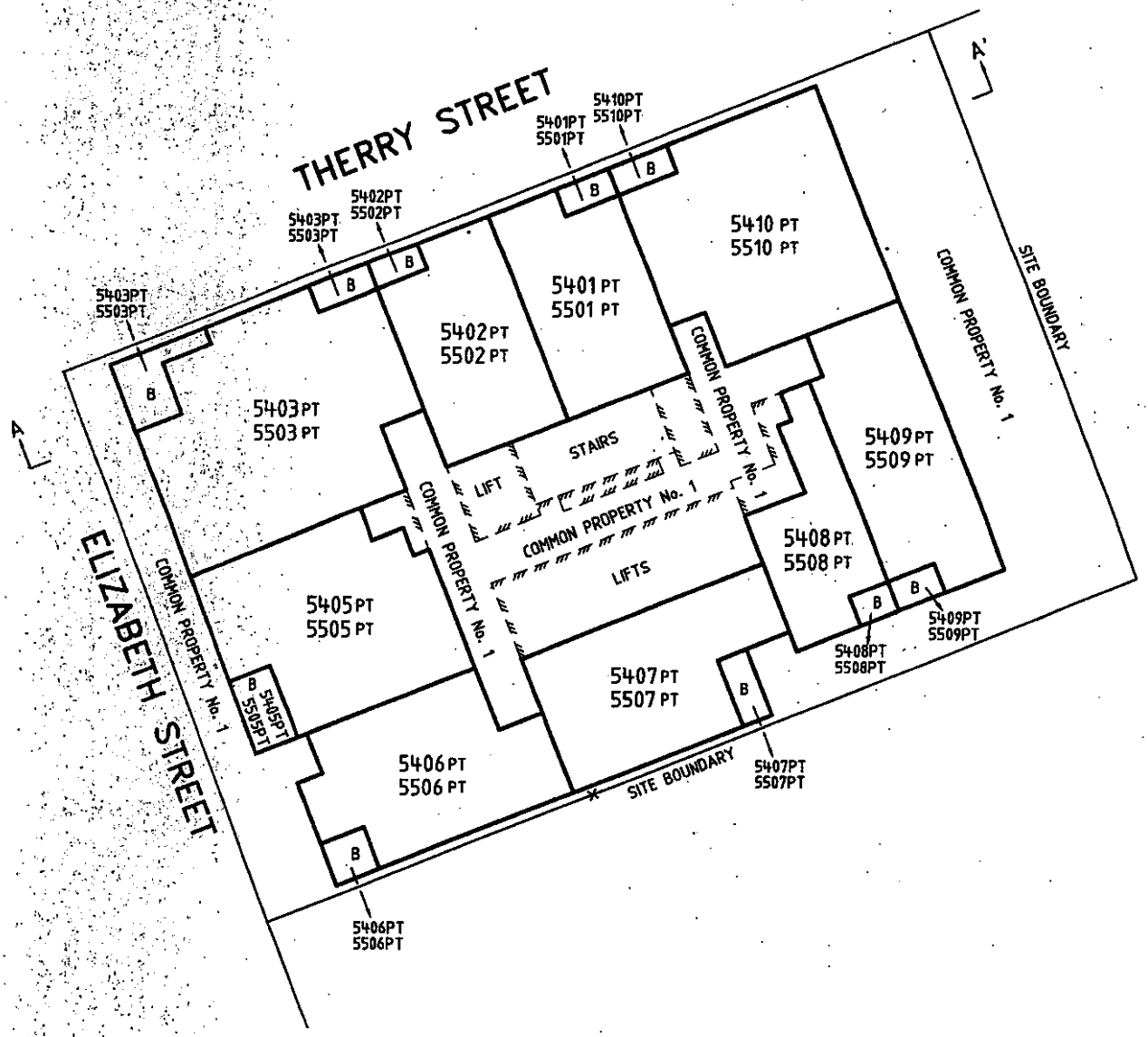
PLAN OF SUBDIVISION

PS

AM488971L

19/01/2016 $119.70 173





NOTE:
LOTS SHOWN 54** AND 55** ARE CONTAINED ON LEVELS 54 AND 55 RESPECTIVELY

LEVELS 54 & 55
DIAGRAM 17

Bosco Jonson Pty Ltd
A.B.N. 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20624 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992

LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 19

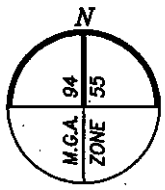
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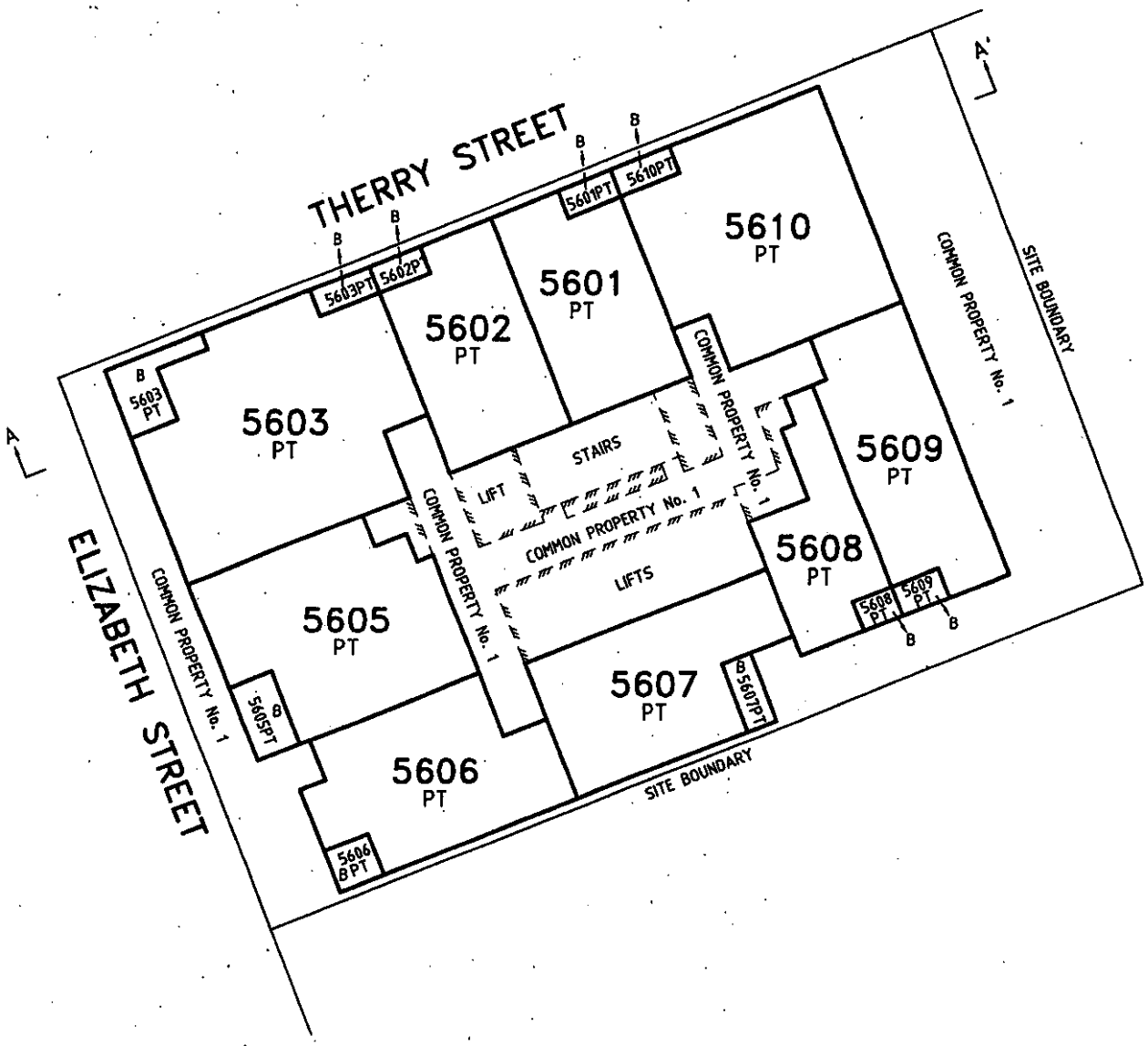
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19/01/2016 $119.70 173

PLAN OF SUBDIVISION

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LEVEL 56
DIAGRAM 18

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LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 20

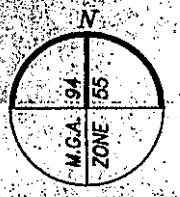
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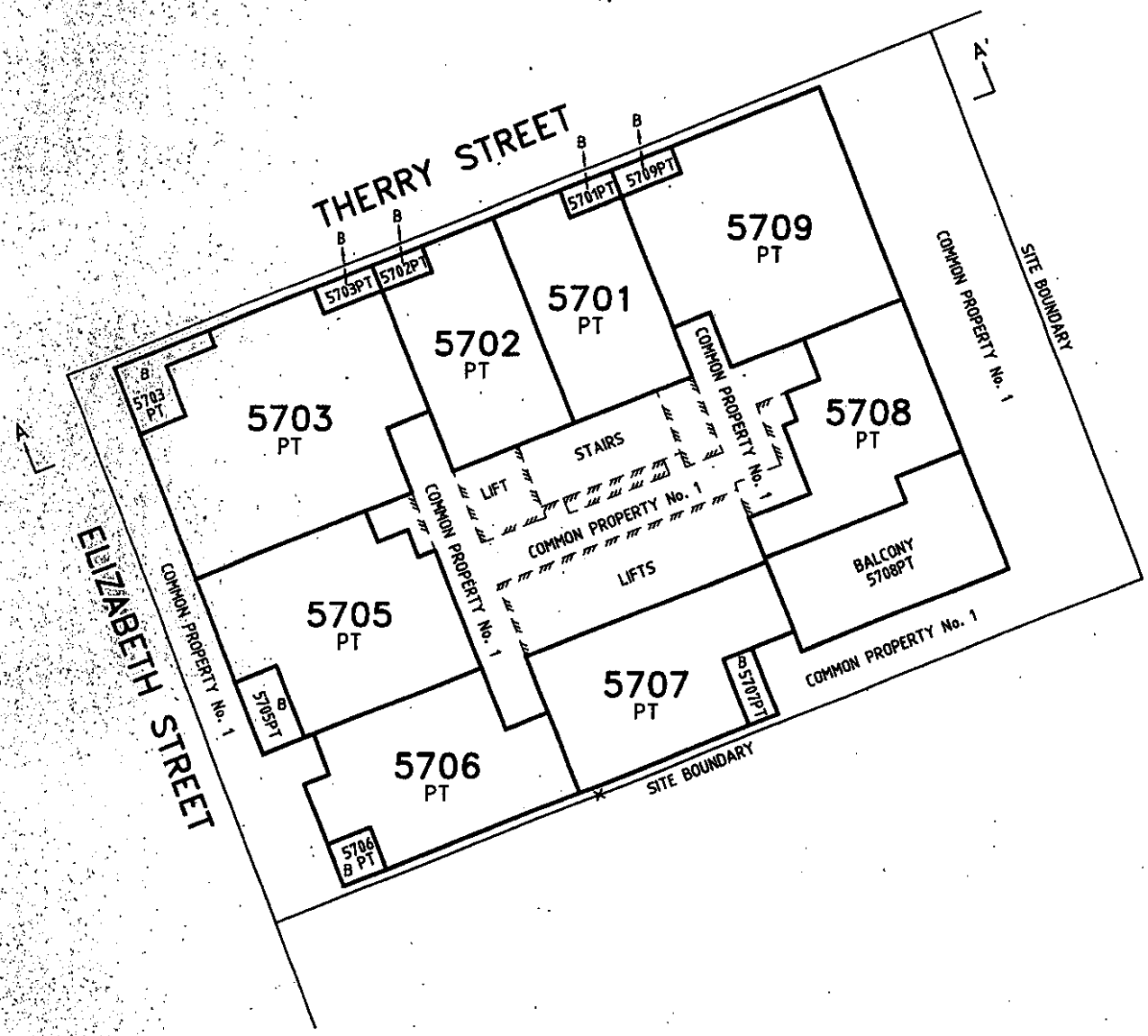
PLAN OF SUBDIVISION

PS

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19/01/2016 $119.70 173





LEVEL 57
DIAGRAM 19

LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 21

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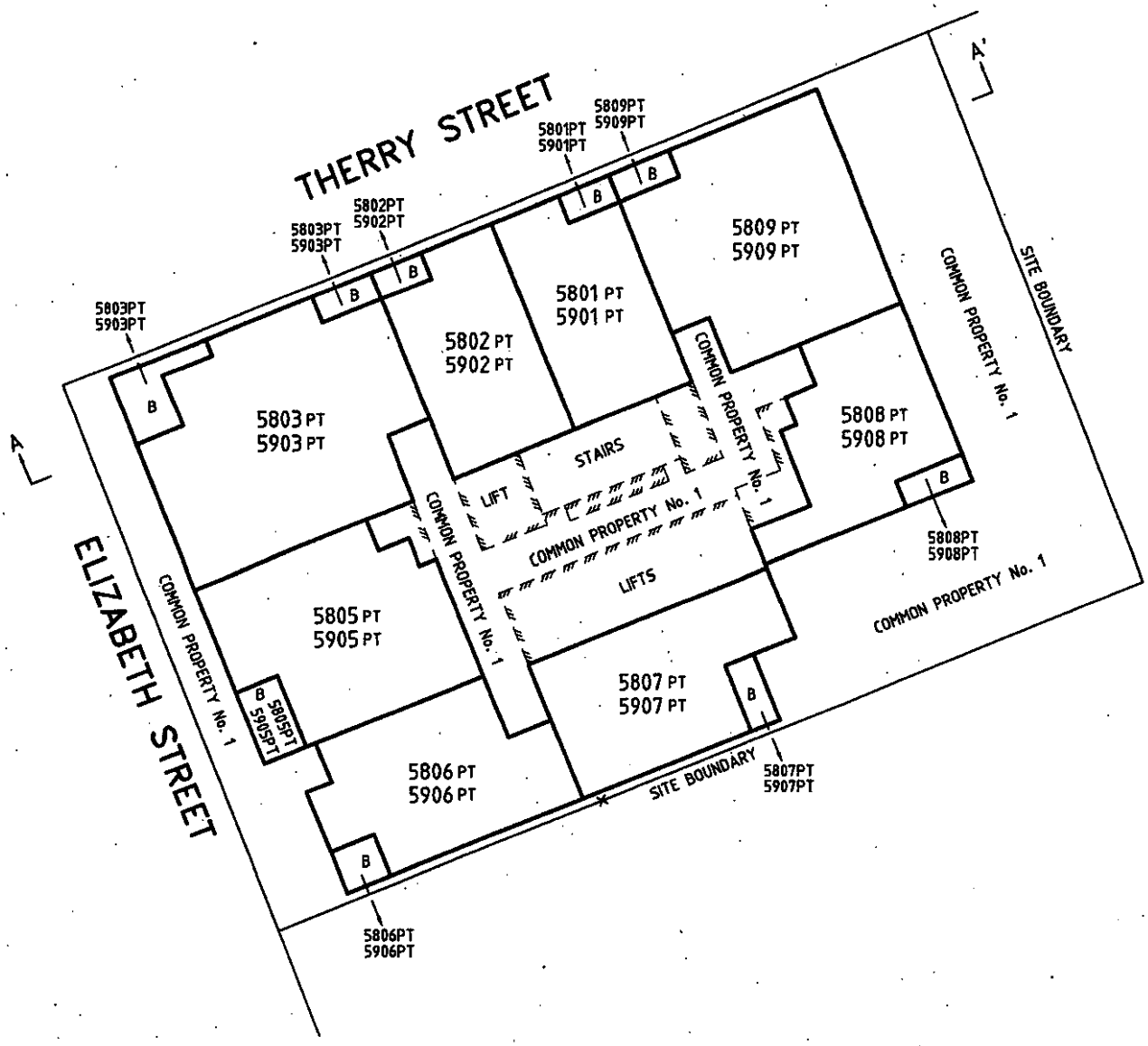
AM488971L
19/01/2016 $119.70 173

PLAN OF SUBDIVISION

PS

N

M.G.A. ZONE 55 94



NOTE:
LOTS SHOWN 58** AND 59** ARE CONTAINED ON LEVELS 58 AND 59 RESPECTIVELY

LEVELS 58 & 59
DIAGRAM 20

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LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 22

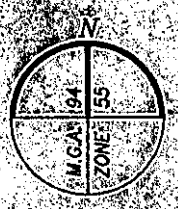
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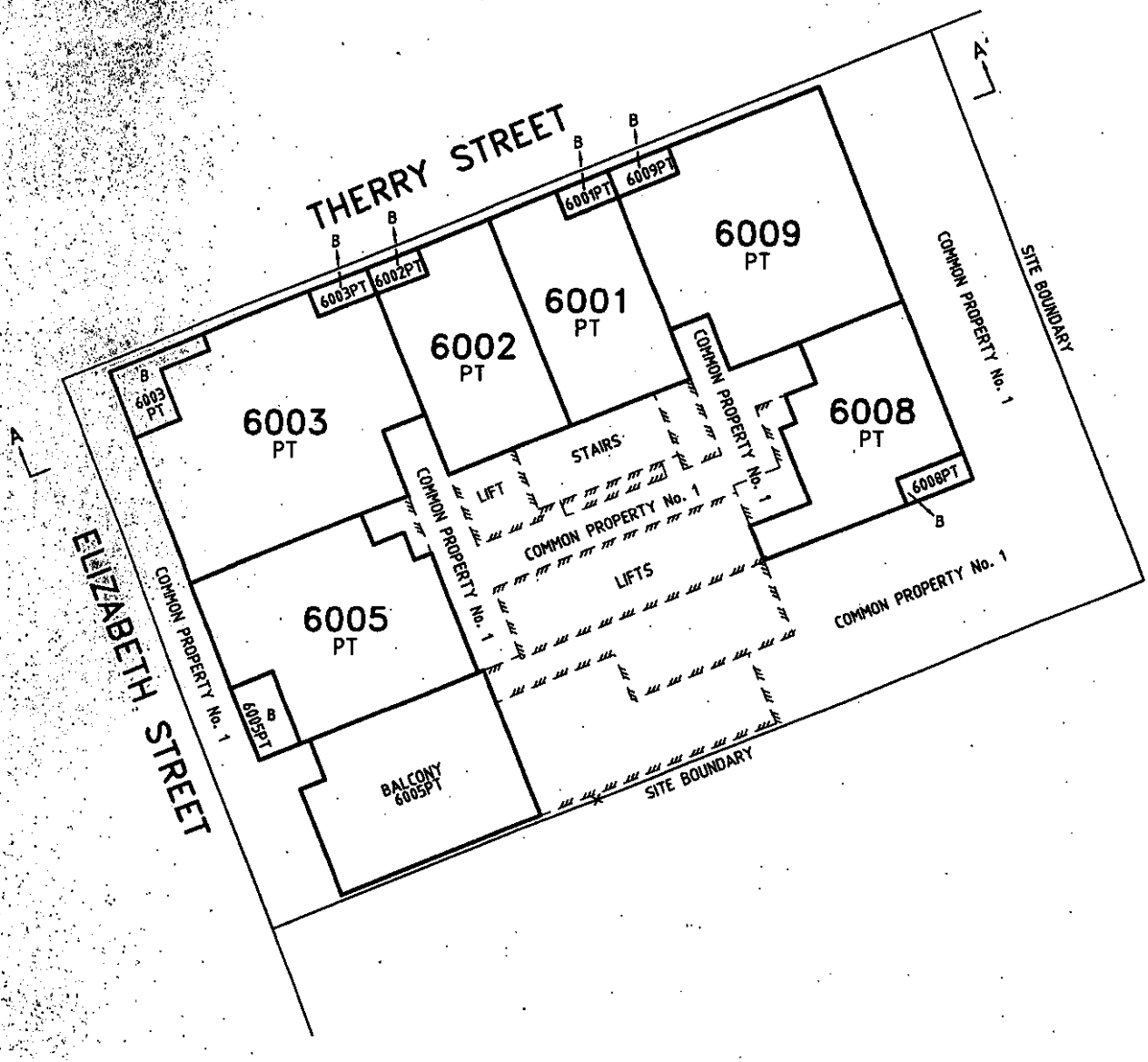
PLAN OF SUBDIVISION

PS

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LEVEL 60
DIAGRAM 21

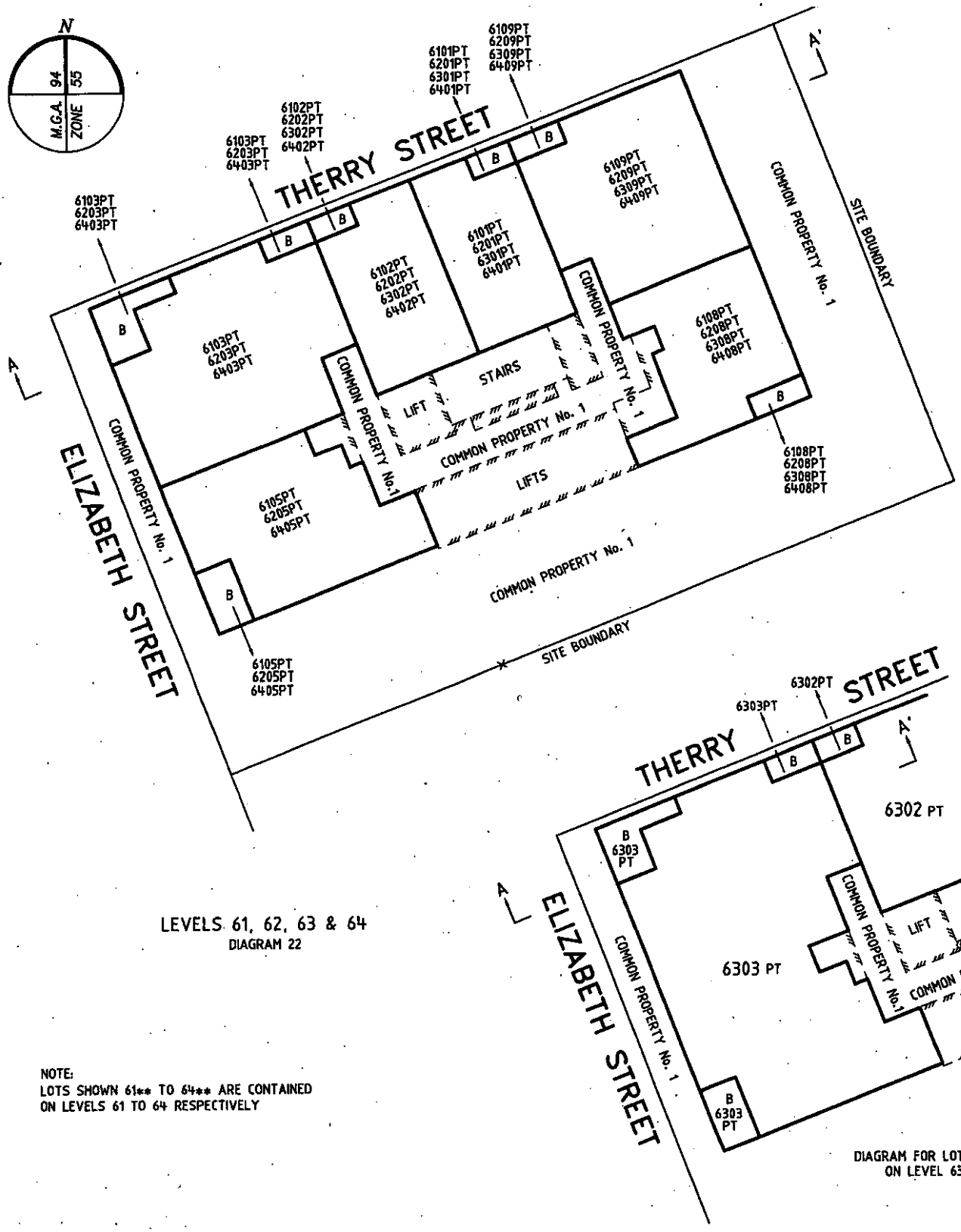
Bosco Jonson Pty Ltd A.B.N. 95 282 532 642 P.O. Box 5075, South Melbourne, Vic. 3205 16 Eastern Road South Melbourne Vic. 3205 Australia DX 20524 Emerald Hill Tel (03) 9699 1400 Fax (03) 9699 5992	LICENSED SURVEYOR ANDREI FIJAN	SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
	DATE 01/12/15	REFERENCE 29020003	ORIGINAL SHEET SIZE A3
	VERSION	DRAWING 2902000MA	SHEET 23

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PLAN OF SUBDIVISION

PS



LEVELS 61, 62, 63 & 64
DIAGRAM 22

NOTE:
LOTS SHOWN 61** TO 64** ARE CONTAINED
ON LEVELS 61 TO 64 RESPECTIVELY

DIAGRAM FOR LOT 6303
ON LEVEL 63

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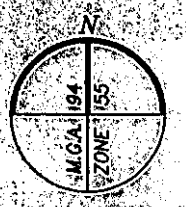
LICENSED SURVEYOR ANDREI FIJAN	SCALE 1:200	2 0 4 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003	ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA	SHEET 24

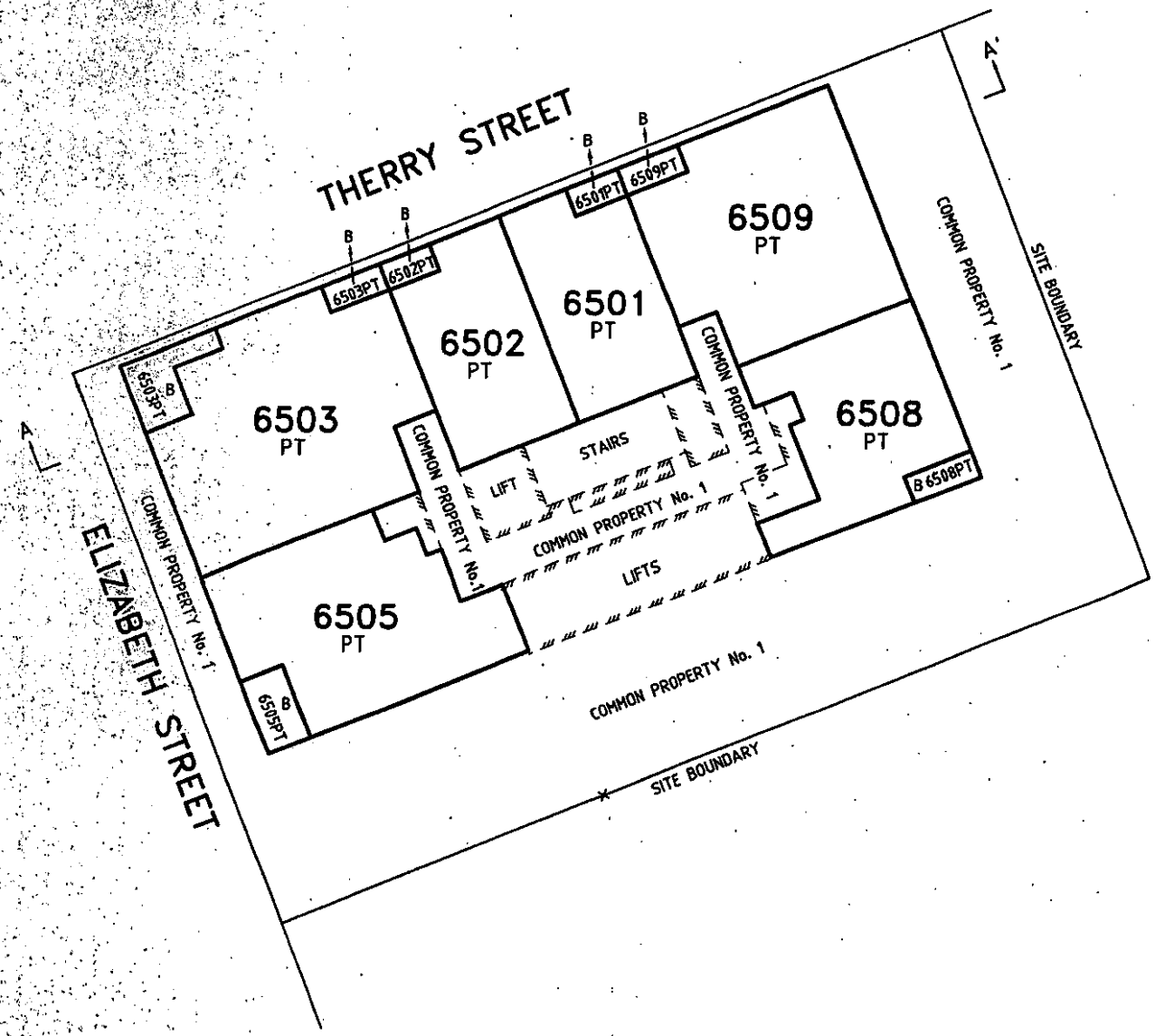
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LEVEL 65
DIAGRAM 23

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LICENSED SURVEYOR ANDREI FIJAN

SCALE 1:200

2 0 4 8
LENGTHS ARE IN METRES

DATE 01/12/15 REFERENCE 29020003
VERSION DRAWING 2902000MA

ORIGINAL SHEET SIZE A3

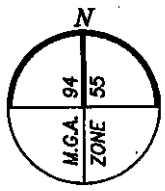
SHEET 25

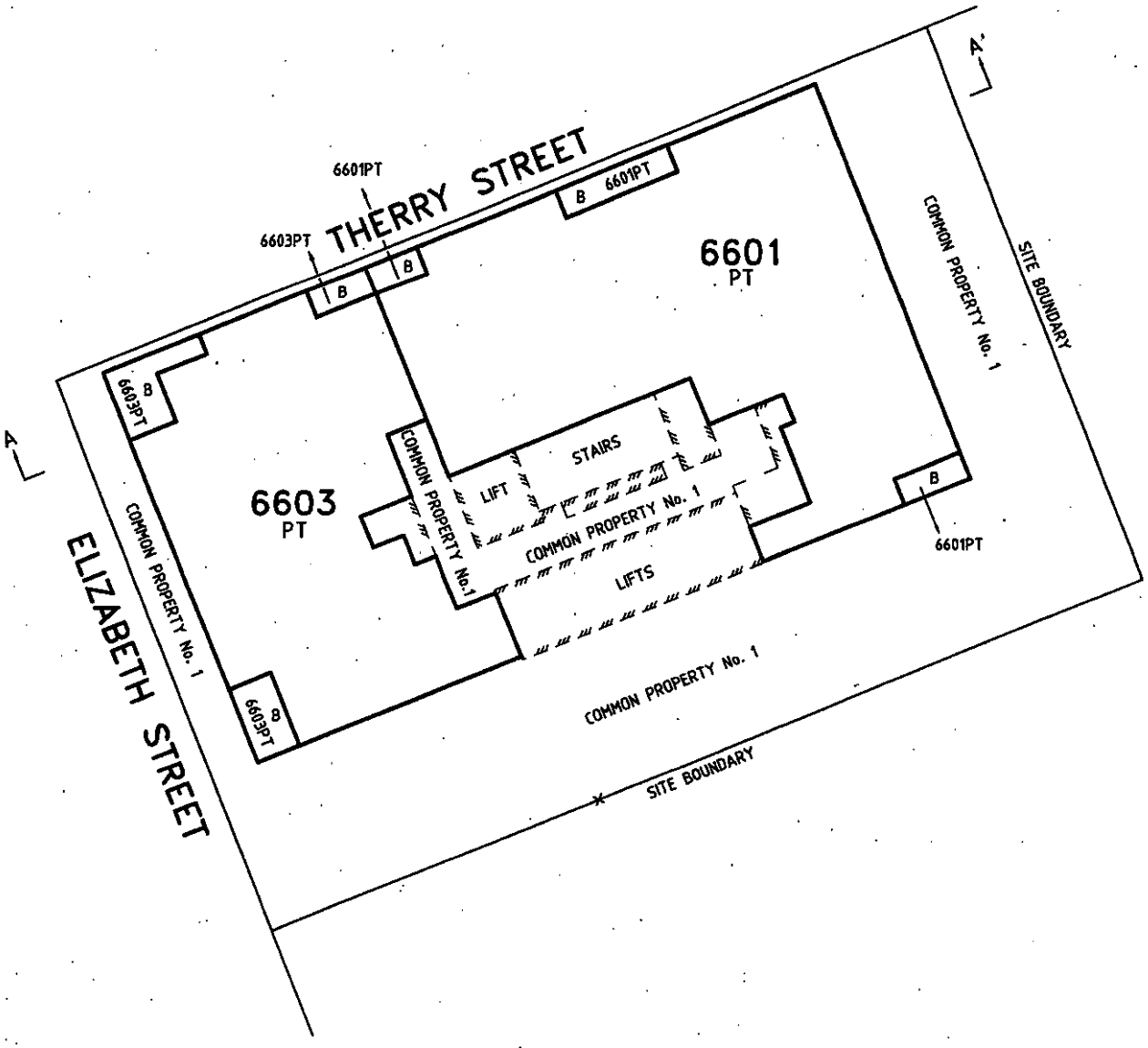
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PLAN OF SUBDIVISION

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LEVEL 66
DIAGRAM 24

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LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 26

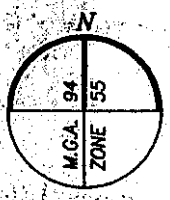
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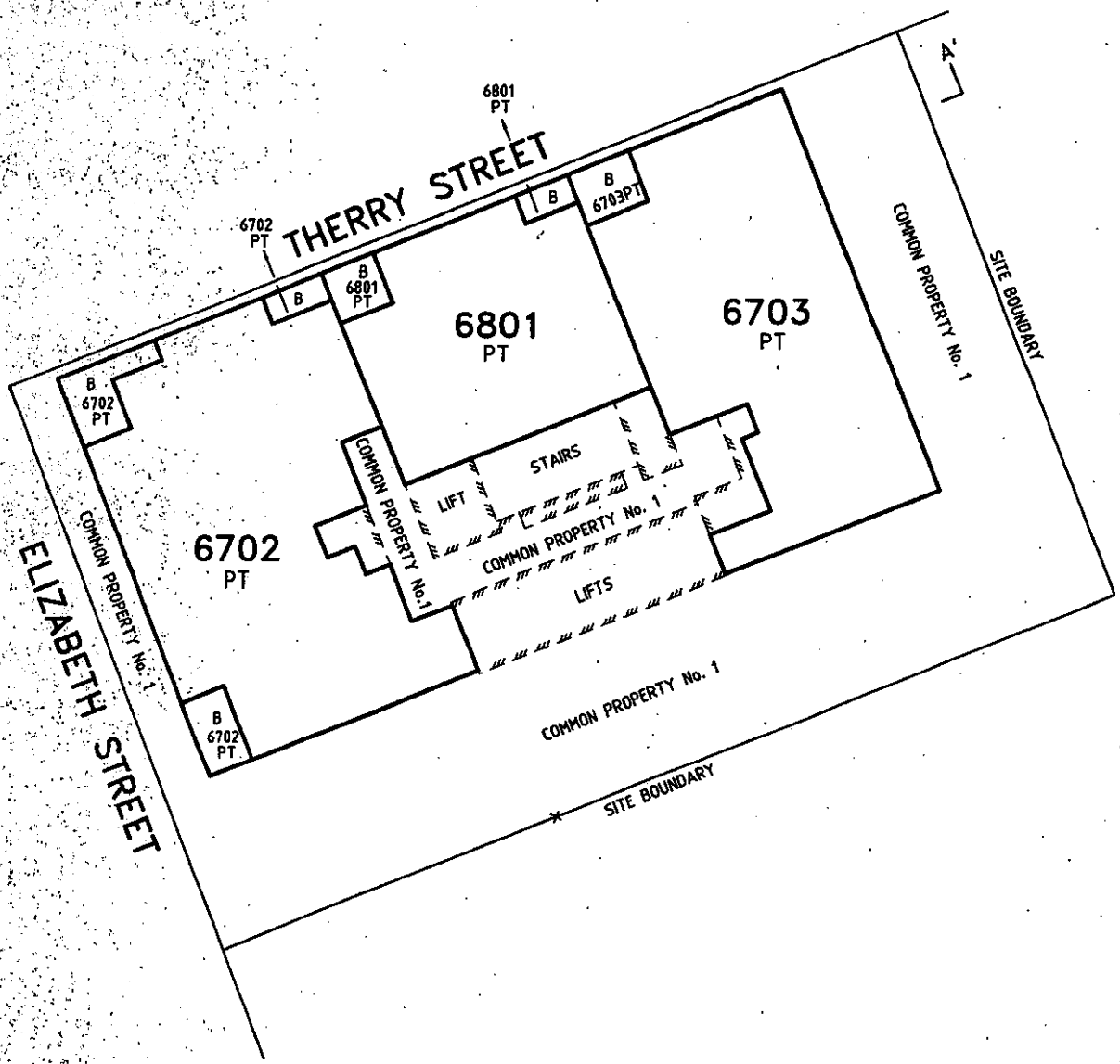
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LEVEL 67
DIAGRAM 25

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Tel (03) 9699 1400 Fax (03) 9699 5992

LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 27

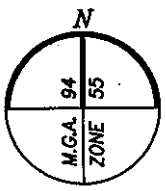
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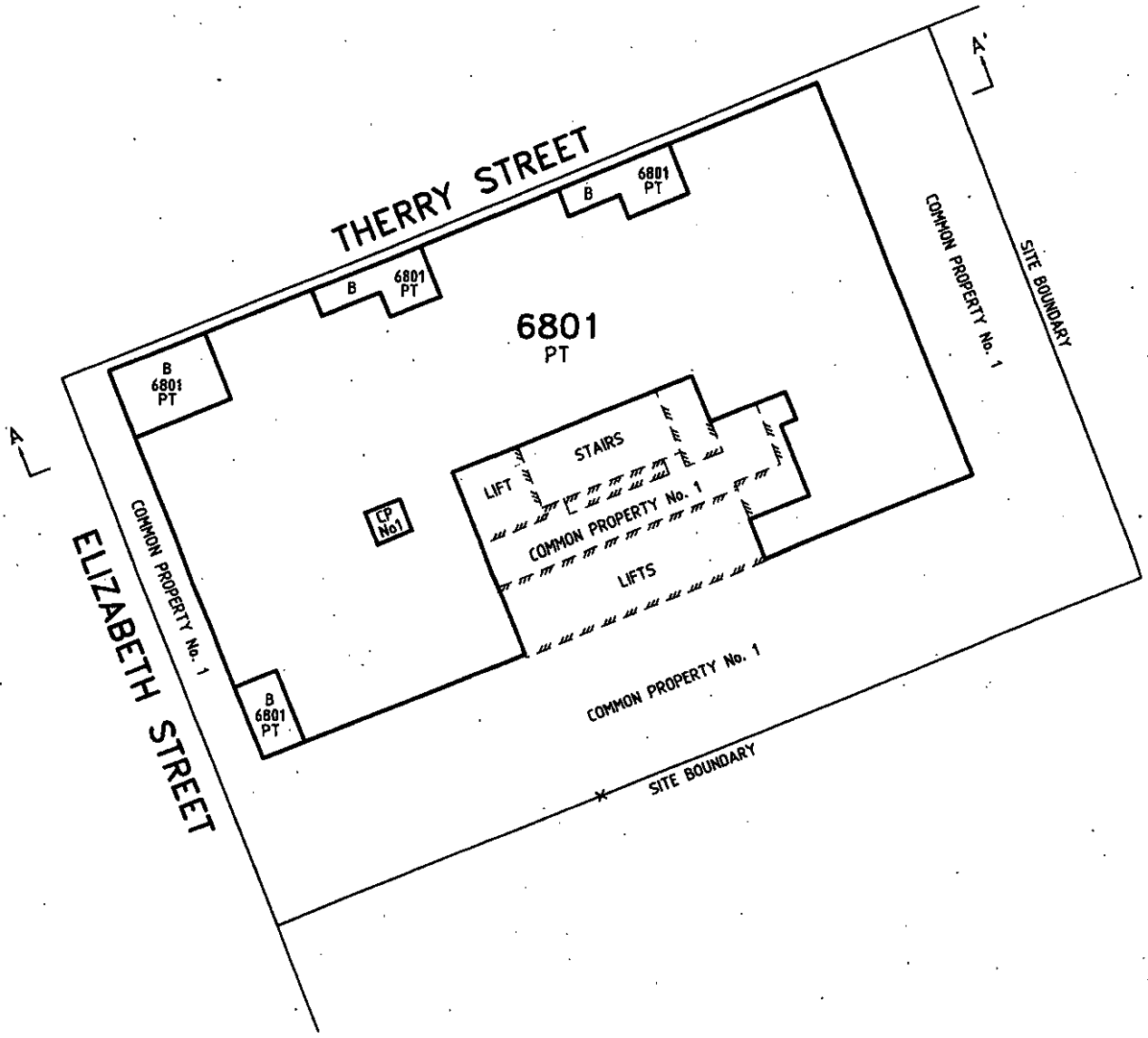
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PLAN OF SUBDIVISION

PS





LEVEL 68
DIAGRAM 26

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LICENSED SURVEYOR ANDREI FIJAN

SCALE 1:200

2 0 4
LENGTHS ARE IN METRES

DATE 01/12/15 REFERENCE 29020003

VERSION DRAWING 2902000MA

ORIGINAL SHEET SIZE A3

SHEET 28

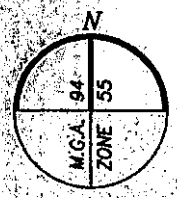
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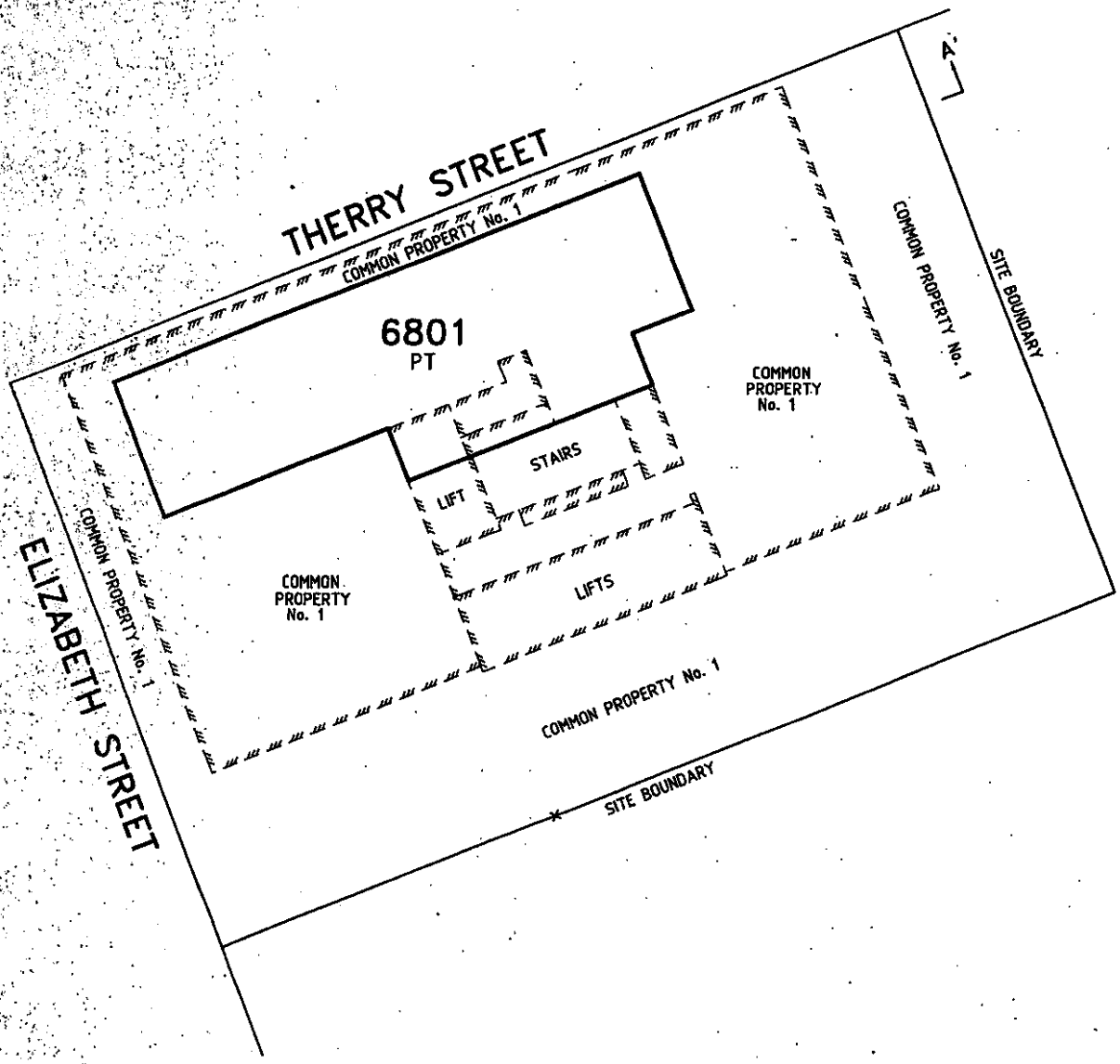
PLAN OF SUBDIVISION

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ROOF LEVEL
DIAGRAM 27

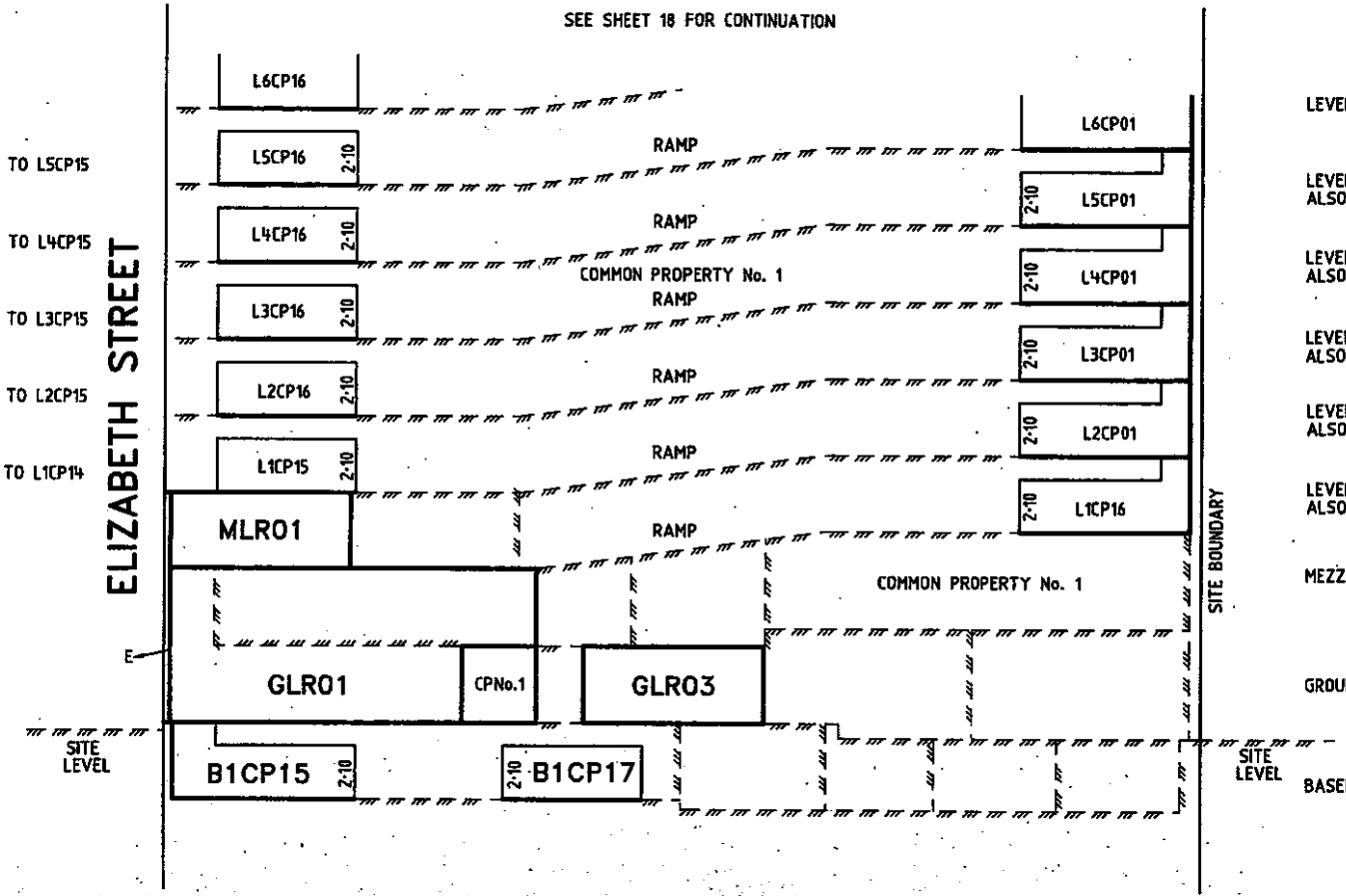
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Bosco Jonson Pty Ltd
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Vic 3205 Australia DX 20524 Emerald Hill
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LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 29

PLAN OF SUBDIVISION

PS /S



* PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB

SECTION A - A'
NOT TO SCALE

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LICENSED SURVEYOR ANDREI FIJAN

DATE 01/12/15 REFERENCE 29020003
VERSION DRAWING 2902000MA

0
LENGTHS ARE IN METRES

SCALE NTS

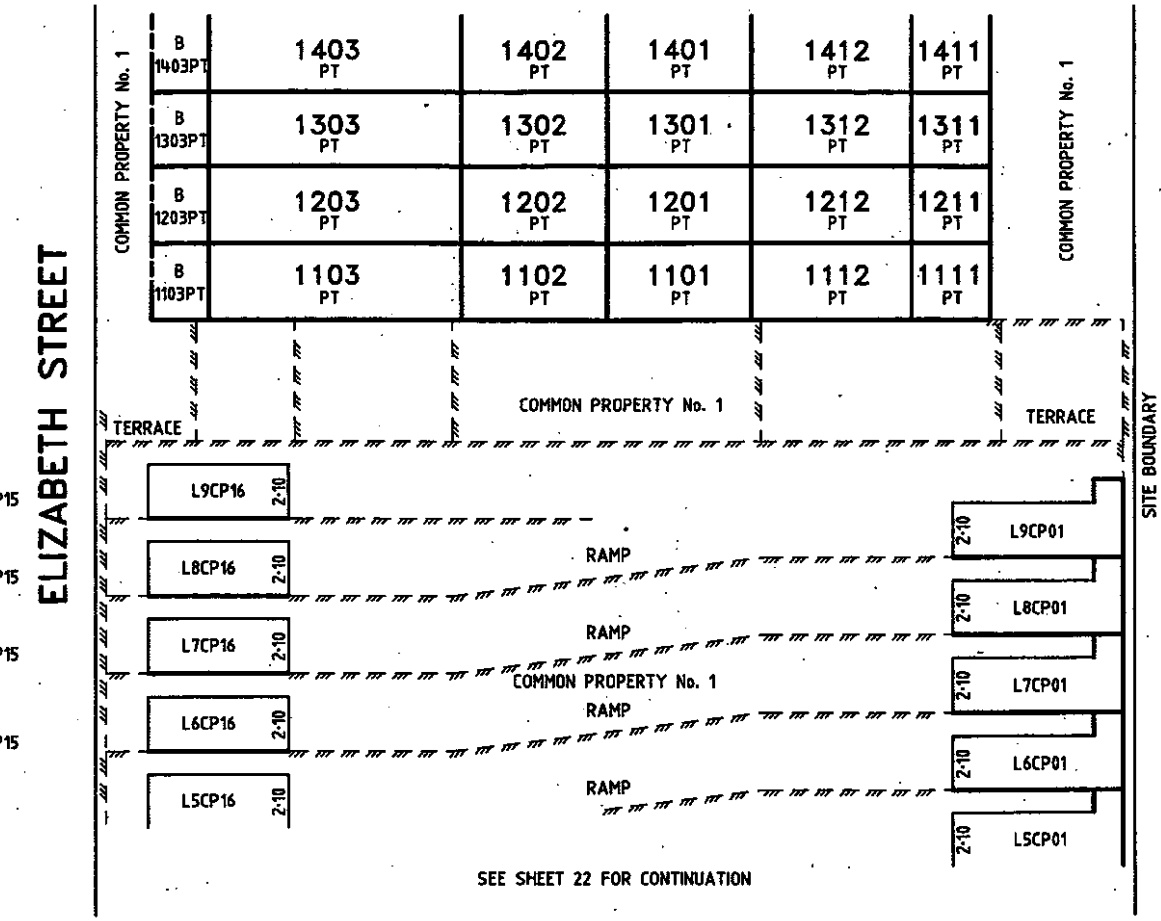
ORIGINAL SHEET SIZE A3
SHEET 30

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PLAN OF SUBDIVISION

PS /S

SEE SHEET 24 FOR CONTINUATION



LEVEL 14
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 13
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 12
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 11
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 10

LEVEL 9
ALSO TYPICAL FOR L9CP09 TO L9CP15
AND L9CP17 & L9CP18

LEVEL 8
ALSO TYPICAL FOR L8CP09 TO L8CP15

LEVEL 7
ALSO TYPICAL FOR L7CP09 TO L7CP15

LEVEL 6
ALSO TYPICAL FOR L6CP09 TO L6CP15

LEVEL 5

LEVEL 9
ALSO TYPICAL FOR LOTS L9CP02 TO L9CP08

LEVEL 8
ALSO TYPICAL FOR LOTS L8CP02 TO L8CP08

LEVEL 7
ALSO TYPICAL FOR LOTS L7CP02 TO L7CP08

LEVEL 6
ALSO TYPICAL FOR LOTS L6CP02 TO L6CP08

LEVEL 5

SEE SHEET 22 FOR CONTINUATION

PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB

SECTION A - A'
NOT TO SCALE

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19/01/2016 $119.70 173

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LICENSED SURVEYOR ANDREI FIJAN

DATE 01/12/15 REFERENCE 29020003

VERSION DRAWING 2902000MA

0
LENGTHS ARE IN METRES

SCALE NTS

ORIGINAL SHEET

SHEET 31

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PLAN OF SUBDIVISION

PS /S

SEE SHEET 25 FOR CONTINUATION

ELIZABETH STREET

COMMON PROPERTY No. 1

B 2303 PT	2303 PT	2302 PT	2301 PT	2312 PT	2311 PT
B 2203 PT	2203 PT	2202 PT	2201 PT	2212 PT	2211 PT
B 2103 PT	2103 PT	2102 PT	2101 PT	2112 PT	2111 PT
B 2003 PT	2003 PT	2002 PT	2001 PT	2012 PT	2011 PT
B 1903PT	1903 PT	1902 PT	1901 PT	1912 PT	1911 PT
B 1803PT	1803 PT	1802 PT	1801 PT	1812 PT	1811 PT
B 1703PT	1703 PT	1702 PT	1701 PT	1712 PT	1711 PT
B 1603PT	1603 PT	1602 PT	1601 PT	1612 PT	1611 PT
B 1503PT	1503 PT	1502 PT	1501 PT	1512 PT	1511 PT
B 1403PT	1403 PT	1402 PT	1401 PT	1412 PT	1411 PT
B 1303PT	1303 PT	1302 PT	1301 PT	1312 PT	1311 PT

SEE SHEET 23 FOR CONTINUATION

COMMON PROPERTY No. 1

SITE BOUNDARY

LEVEL 23
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 22
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 21
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 20
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 19
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 18
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 17
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 16
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 15
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 14
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 13
TYPICAL FOR LOTS ON THIS LEVEL

SECTION A - A'
NOT TO SCALE

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LICENSED SURVEYOR ANDREI FIJAN

DATE 01/12/15 REFERENCE 29020003

VERSION DRAWING 2902000MA

0
LENGTHS ARE IN METRES

SCALE NTS

ORIGINAL SHEET SIZE A3

SHEET 32

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PLAN OF SUBDIVISION

PS /S

SEE SHEET 26 FOR CONTINUATION

ELIZABETH STREET

COMMON PROPERTY No. 1

B 3303 PT	3303 PT	3302 PT	3301 PT	3312 PT	3311 PT
B 3203 PT	3203 PT	3202 PT	3201 PT	3212 PT	3211 PT
B 3103 PT	3103 PT	3102 PT	3101 PT	3112 PT	3111 PT
B 3003 PT	3003 PT	3002 PT	3001 PT	3012 PT	3011 PT
B 2903 PT	2903 PT	2902 PT	2901 PT	2912 PT	2911 PT
B 2803 PT	2803 PT	2802 PT	2801 PT	2812 PT	2811 PT
B 2703 PT	2703 PT	2702 PT	2701 PT	2712 PT	2711 PT
B 2603 PT	2603 PT	2602 PT	2601 PT	2612 PT	2611 PT
B 2503 PT	2503 PT	2502 PT	2501 PT	2512 PT	2511 PT
B 2403 PT	2403 PT	2402 PT	2401 PT	2412 PT	2411 PT
B 2303 PT	2303 PT	2302 PT	2301 PT	2312 PT	2311 PT
B 2203 PT	2203 PT	2202 PT	2201 PT	2212 PT	2211 PT

COMMON PROPERTY No. 1

SITE BOUNDARY

LEVEL 33
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 32
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 31
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 30
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 29
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 28
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 27
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 26
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 25
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 24
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 23
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 22
TYPICAL FOR LOTS ON THIS LEVEL

SEE SHEET 24 FOR CONTINUATION

SECTION A - A'
NOT TO SCALE

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LICENSED SURVEYOR ANDREI FIJAN

DATE 01/12/15 REFERENCE 29020003

VERSION DRAWING 2902000MA

0
LENGTHS ARE IN METRES

SCALE NTS

ORIGINAL SHEET SIZE A3

SHEET 33

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PLAN OF SUBDIVISION

PS /S

SEE SHEET 27 FOR CONTINUATION

ELIZABETH STREET

COMMON PROPERTY No. 1

B 4203 PT	4203 PT	4202 PT	4201 PT	4212 PT	4211 PT
B 4103 PT	4103 PT	4102 PT	4101 PT	4112 PT	4111 PT
B 4003 PT	4003 PT	4002 PT	4001 PT	4012 PT	4011 PT
B 3903 PT	3903 PT	3902 PT	3901 PT	3912 PT	3911 PT
B 3803 PT	3803 PT	3802 PT	3801 PT	3812 PT	3811 PT
B 3703 PT	3703 PT	3702 PT	3701 PT	3712 PT	3711 PT
B 3603 PT	3603 PT	3602 PT	3601 PT	3612 PT	3611 PT
B 3503 PT	3503 PT	COMMON PROPERTY No. 1		3512 PT	3511 PT
B 3403 PT	3403 PT	3402 PT	3401 PT	3412 PT	3411 PT
B 3303 PT	3303 PT	3302 PT	3301 PT	3312 PT	3311 PT
B 3203 PT	3203 PT	3202 PT	3201 PT	3212 PT	3211 PT

COMMON PROPERTY No. 1

SITE BOUNDARY

LEVEL 42
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 41
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 40
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 39
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 38
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 37
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 36
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 35
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 34
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 33
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 32
TYPICAL FOR LOTS ON THIS LEVEL

SEE SHEET 25 FOR CONTINUATION

SECTION A - A'
NOT TO SCALE

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

LICENSED SURVEYOR ANDREI FIJAN

DATE 01/12/15 REFERENCE 29020003

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SHEET 34

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PLAN OF SUBDIVISION

PS /S

SEE SHEET 28 FOR CONTINUATION

ELIZABETH STREET

COMMON PROPERTY No. 1

B 5203 PT	5203 PT	5202 PT	5201 PT	5212 PT	5211 PT
B 5103 PT	5103 PT	5102 PT	5101 PT	5112 PT	5111 PT
B 5003 PT	5003 PT	5002 PT	5001 PT	5012 PT	5011 PT
B 4903 PT	4903 PT	4902 PT	4901 PT	4912 PT	4911 PT
B 4803 PT	4803 PT	4802 PT	4801 PT	4812 PT	4811 PT
B 4703 PT	4703 PT	4702 PT	4701 PT	4712 PT	4711 PT
B 4603 PT	4603 PT	4602 PT	4601 PT	4612 PT	4611 PT
B 4503 PT	4503 PT	4502 PT	4501 PT	4512 PT	4511 PT
B 4403 PT	4403 PT	4402 PT	4401 PT	4412 PT	4411 PT
B 4303 PT	4303 PT	4302 PT	4301 PT	4312 PT	4311 PT
B 4203 PT	4203 PT	4202 PT	4201 PT	4212 PT	4211 PT
B 4103 PT	4103 PT	4102 PT	4101 PT	4112 PT	4111 PT

COMMON PROPERTY No. 1

SITE BOUNDARY

LEVEL 52
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 51
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 50
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 49
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 48
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 47
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 46
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 45
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 44
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 43
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 42
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 41
TYPICAL FOR LOTS ON THIS LEVEL

SEE SHEET 26 FOR CONTINUATION

SECTION A - A'
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SHEET 35

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PLAN OF SUBDIVISION

PS /S

SEE SHEET 29 FOR CONTINUATION

ELIZABETH STREET

COMMON PROPERTY No. 1

B 6203 PT	6203 PT	6202 PT	6201 PT	6209 PT	
B 6103 PT	6103 PT	6102 PT	6101 PT	6109 PT	
B 6003 PT	6003 PT	6002 PT	6001 PT	6009 PT	
B 5903 PT	5903 PT	5902 PT	5901 PT	5909 PT	
B 5803 PT	5803 PT	5802 PT	5801 PT	5809 PT	
B 5703 PT	5703 PT	5702 PT	5701 PT	5709 PT	
B 5603 PT	5603 PT	5602 PT	5601 PT	5610 PT	
B 5503 PT	5503 PT	5502 PT	5501 PT	5510 PT	
B 5403 PT	5403 PT	5402 PT	5401 PT	5410 PT	
B 5303 PT	5303 PT	5302 PT	5301 PT	5310 PT	
B 5203 PT	5203 PT	5202 PT	5201 PT	5212 PT	5211 PT
B 5103 PT	5103 PT	5102 PT	5101 PT	5112 PT	5111 PT

COMMON PROPERTY No. 1

SITE BOUNDARY

LEVEL 62
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 61
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 60
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 59
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 58
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 57
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 56
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 55
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 54
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 53
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 52
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 51
TYPICAL FOR LOTS ON THIS LEVEL

SEE SHEET 27 FOR CONTINUATION

SECTION A - A'
NOT TO SCALE

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SHEET 36

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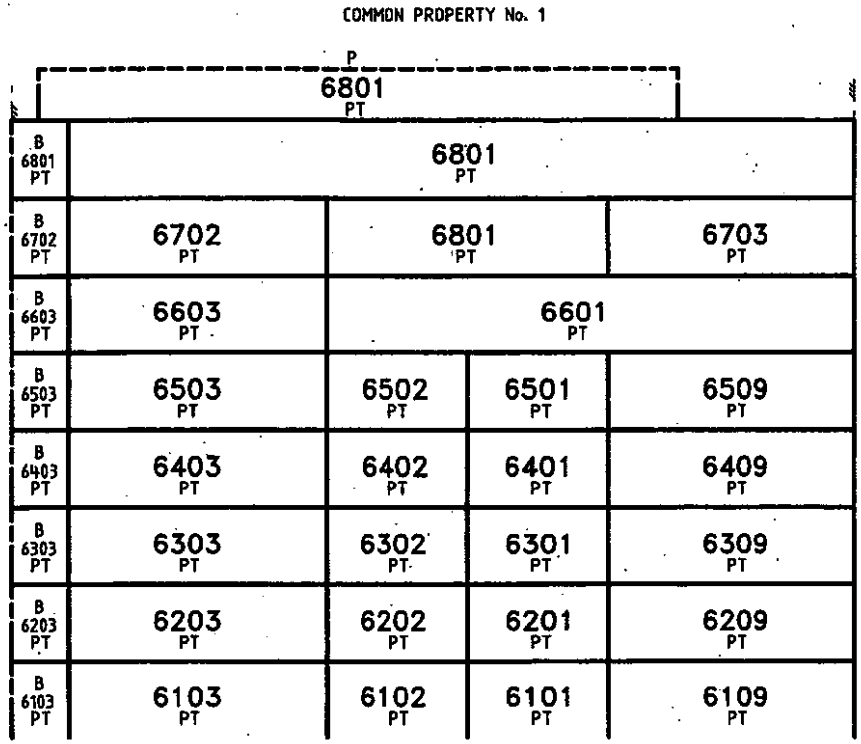
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PLAN OF SUBDIVISION

PS /S

ELIZABETH STREET

COMMON PROPERTY No. 1



COMMON PROPERTY No. 1

SITE BOUNDARY

ROOF LEVEL

LEVEL 68

LEVEL 67

LEVEL 66
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 65
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 64
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 63
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 62
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 61
TYPICAL FOR LOTS ON THIS LEVEL

SEE SHEET 28 FOR CONTINUATION

SECTION A - A'
NOT TO SCALE

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A.B.N 95 282 532 642
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16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

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ORIGINAL SHEET SIZE A3

SHEET 37

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Form 21

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged by: Hunt & Hunt

Name:

Phone:

Address: Level 26, 385 Bourke Street, Melbourne 3000

Ref: Customer Code: 1188V

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

Land: *Lots*

1106	*1107*	*1110*	*1206*	*1207*
1210	*1306*	*1307*	*1310*	*1406*
1407	*1410*	*1506*	*1507*	*1510*
1606	*1607*	*1610*	*1706*	*1707*
1710	*1806*	*1807*	*1810*	*1906*
1907	*1910*	*2006*	*2010*	*2106*
2107	*2110*	*2206*	*2207*	*2210*
2306	*2307*	*2310*	*2406*	*2407*
2410	*2506*	*2507*	*2510*	*2606*
2607	*2610*	*2706*	*2707*	*2710*
2806	*2807*	*2810*	*2906*	*2907*
2910	*3006*	*3007*	*3010*	*3106*
3107	*3110*	*3206*	*3207*	*3210*
3306	*3307*	*3310*	*3406*	*3407*
3410	*3506*	*3507*	*3510*	*3606*
3607	*3610*	*3706*	*3707*	*3710*
3806	*3807*	*3810*	*3906*	*3907*
3910	*4006*	*4007*	*4010*	*4106*
4107	*4110*	*4206*	*4207*	*4210*
4306	*4307*	*4310*	*4406*	*4407*
4410	*4506*	*4507*	*4510*	*4606*
4607	*4610*	*4706*	*4707*	*4710*
4806	*4807*	*4810*	*4906*	*4907*
4910	*5006*	*5007*	*5010*	*5106*
5107	*5110*	*5206*	*5207*	*5210*
5306	*5307*	*5406*	*5407*	*5506*
5507	*5606*	*5607*	*5706*	*5707*
5806	*5807*	*5906*	*5907*	

on the attached plan being part of the land contained in Certificate of Title Volume 4702 Folio 247.

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Responsible authority:

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

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987.

A copy of the agreement is attached to this application.

Signature for the responsible authority:

.....

Name of Officer: Kim Wood

Title of Officer: Chief Legal Counsel

Date: 18 January 2016

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Dated the 18th **day of** January , ~~2015~~ 2016

MELBOURNE CITY COUNCIL

and

BRADY VISION (VIC) PTY LTD
ACN 132 431 773

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

Land 496-504 Elizabeth Street, Melbourne, Vic. 3000

This agreement only applies to that part of the Land defined as Affected Lots by the Agreement.

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

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SECTION 173 AGREEMENT
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SEC

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DATE: 18 January 2016.

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

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

RECITALS:

A. The Council is the responsible authority for the administration of the Scheme pursuant to the provisions of the Act.

B. The Owner is or is entitled to be the registered proprietor of the Land.

C. The Minister for Planning issued the Permit.

D. The Permit allows the use or development referred to in Item 4 of the Schedule

E. On 27th April 2012 a secondary consent was issued under the Permit. The secondary consent is conditional on the Owner entering into an Agreement under Section 173 of the Act with the responsible authority. The Agreement must provide for the matters referred to in Item 5 of the Schedule.

F. The Land is encumbered by a Mortgage, details of which are referred to in Item 5 of the Schedule.

OPERATIVE PROVISIONS:

1. DEFINITIONS

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

1.1. **'Act'** means the *Planning and Environment Act 1987*.

1.2. **'Affected Lots'** means each of Lots 1106, 1107, 1110, 1206, 1207, 1210, 1306, 1307, 1310, 1406, 1407, 1410, 1506, 1507, 1510, 1606, 1607, 1610, 1706, 1707, 1710, 1806, 1807, 1810, 1906, 1907, 1910, 2006, 2207, 2010, 2106, 2107, 2110, 2206. 2207, 2210, 2306, 2307, 2310, 2406, 2407, 2410, 2506, 2507, 2510, 2606, 2607, 2610, 2706, 2707, 2710, 2806, 2807, 2810, 2906, 2907, 2910, 3006, 3007, 3010, 3106, 3107, 3110, 3206, 3207, 3210, 3306, 3307, 3310, 3406, 3407, 3410, 3506, 3507, 3510, 3606, 3607, 3610, 3706, 3707, 3710, 3806, 3807, 3810, 3906, 3907, 3910, 4006, 4007, 4010, 4106, 4107, 4110, 4206, 4207, 4210, 4306, 4307, 4310, 4406, 4407, 4410, 4506, 4507, 4510, 4606, 4607, 4610, 4706, 4707, 4710, 4806, 4807, 4810, 4906, 4907, 4910, 5006, 5007, 5010, 5106, 5107, 5110, 5206, 5207, 5210, 5306, 5307, 5406, 5407, 5506, 5507, 5606, 5607, 5706, 5707, 5806, 5807, 5906 and 5907 on the Plan.

1.3. **'Commencement Date'** means the date on which this Agreement commences and referred to in Item 6 of the Schedule.

1.4. **'Council's Representative'** means the person referred to in Item 7 of the Schedule.

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1.5. **'Land'** means the land described in Item 2 of the Schedule.

1.6. **'Lot'** means a lot on the Plan.

1.7. **'Owner'** means the person or persons entitled from time to time to be registered by the Registrar of the Land Titles Office as proprietor or proprietors of an estate in fee simple of the Land or any part of it.

1.8. **'Permit'** means the Planning Permit referred to in Item 3 of the Schedule

1.9. **'Plan'** means the plan attached in Appendix A.

1.10. **'Planning Approval'** shall mean and include any planning permit issued in accordance with the Act.

1.11. **'Scheme'** means the Melbourne Planning Scheme.

1.12. **'Termination Date'** means the date or specified event referred to in Item 8 of the Schedule on which this Agreement shall end in accordance with Section 177 of the Act.

2. INTERPRETATION

In this Agreement:

2.1. unless the context provides otherwise, the singular includes the plural and the plural includes the singular

2.2. a reference to a gender includes a reference to each other gender

2.3. a reference to a person includes a reference to a firm, corporation or other corporate body

2.4. if the Owner is more than one person this Agreement binds them jointly and each of them severally

2.5. a reference to legislation (including the Building Code of Australia) includes a modification or re-enactment of it, a legislative provision substituted for it or amendment of it, and a regulation or statutory instrument issued under it

2.6. all headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement

2.7. the Recitals to this Agreement are and will be deemed to form part of this Agreement

2.8. any reference in this Agreement to the Council includes its agents, officers, employees, servants, workers and contractors.

3. AGREEMENT UNDER SECTION 173 OF THE ACT

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

4. AGREEMENT RUNS WITH THE LAND

This Agreement shall be deemed to come into force and effect as from the date of

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commencement of the Agreement and the benefit and burden of this Agreement shall run with and be annexed to the Land.

5. PLANNING OBJECTIVES

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

6. BINDING COVENANTS

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

7. SUCCESSORS IN TITLE

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

7.1. give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement

7.2. execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

8. COVENANTS OF OWNER

The Owner covenants and agrees that:

8.1. if the property adjoining the boundary of the Land is developed so that the building on that property is constructed to the boundary of the Land, the Owner of an Affected Lot will if considered reasonably necessary by the Council and to the reasonable satisfaction of the Council:

8.1.1 remove all existing glass panels, window frames, railings and any other relevant materials in respect of such openings on the boundary of the Land adjacent to such property

8.1.2 immediately close all wall openings left by such removal.

In carrying out such removal and closure or otherwise, the Owner must satisfy all requirements of the *Building Act* 1993 (or its successor Act) , including (without limitation) all fire protection requirements and shall take all steps as may be reasonably be required by the Council to allow such lawfully permitted new or redeveloped adjoining buildings to procced.

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

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

8.4. it will do all things necessary including the signing of any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants, agreements and obligations under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings

8.5. it consents to the Council making application to the Registrar of the Land Titles Office to make a recording of this Agreement in the Register on the folio of the Register which relates to the Land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section

8.6. it will indemnify and keep indemnified the Council and the Council's agents in relation to all costs, expenses, losses or damages whatsoever which the Council or its agents may sustain, incur or suffer or be or become liable for in respect of any suit, action, proceeding, judgment or claim brought by any person whatsoever arising from or referable to the matters referred to in this Agreement or any breach of this Agreement.

9. COSTS

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

9.1. the negotiation, preparation, execution registration and enforcement of this Agreement including all moneys, costs (including charges for consultants, architects and legal advice and assistance) charges and expenses for which the Council may pay, incur or expend, in consequence of any default in the performance and observance of any covenant, proviso, condition or agreement herein contained or implied and on the Owner's part to be performed and observed or under or in exercise or enforcement or attempted exercise or enforcement of any right, power or remedy herein contained

9.2. administration and supervision costs of the Council properly and reasonably incurred in relation to this Agreement except for administration and supervision which the Council is obliged to undertake pursuant to its statutory duties

9.3. any request by the Owner for the Council's consent or approval where such consent or approval is required under any covenant, proviso, condition or agreement herein contained or implied immediately the Council shall have expended or incurred the same.

10. DEFAULT OF OWNER

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

11. INTEREST AND CHARGE

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

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

12. NOTICES

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

12.1. by delivering it personally to that party

12.2. by sending it by prepaid post

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

and notice or other communication is deemed served:

12.4. if delivered, on the next following business day

12.5. if posted, on the expiration of two business days after the date of posting

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

13. FURTHER ASSURANCE

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

14. OWNER'S ACKNOWLEDGMENT

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

15. NO WAIVER

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

16. SEVERABILITY

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

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17. MORATORIUM

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

18. GOVERNING LAW

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

19. ENDING OF AGREEMENT

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

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

EXECUTED as a DEED

SIGNED SEALED AND DELIVERED by the **EVAN COUNSEL, ACTING PLANNING COORDINATOR** pursuant to an Instrument of Delegation authorised by Resolution of Council.)
)
)
)

.....

.....
Witness

EXECUTED by BRADY VISION (VIC) PTY LTD (ACN 132 431 773) in accordance with section 127(1) of the Corporations Act 2001 (Cth) in the presence of:)
)
)
)

Director .....

Full Name SIMON PHILIP PETHICK

Usual Address 270 KING STREET MELBOURNE VIC 3000

Director/Secretary .....

Full Name ANTHONY BRADY

Usual Address 270 KING STREET MELBOURNE VIC 3000

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Westpac Banking corporation Limited as Mortgagee under Instrument of Mortgage No. AL480236V dated 11 November 2014 which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

Gadens
.....

By its solicitors and authorized agents Gadens Lawyers

Antony Bain Greenaway
of 600 Bourke Street Melbourne
An Australian legal practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

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SCHEDULE

ITEM NO.	ISSUE	SPECIFICATION
1.	Owner	Brady Vision (Vic) Pty Ltd ACN 132 431 773
2.	Land description by address and Certificate of Title details	The land located at 496-504 Elizabeth Street, Melbourne, Vic. 3000 being Certificate of Title Volume 4702 Folio 247.
3.	Permit number and date issued	Permit 2009/0987 issued by the Minister for Planning on 25th September 2009
4.	What the Permit allows	Demolition of existing buildings and construction of a multi-storey building
5.	What the condition requiring the Agreement provides for	Prior to the commencement of development including demolition the Owner of the property must enter into a legal agreement under S 173 of the *Planning and Environment Act 1987* to provide for the removal of the windows/openings on the boundary when the adjoining property is further developed in a manner which would affect those windows/openings.
6.	Mortgage details including name of Mortgagee, date mortgage registered and registered number	Westpac Banking Corporation Limited Mortgage registered 11 November 2014, registered number AL480236V
7.	Commencement date	The date of this Agreement.
8.	Council's Representative is:	Evan Counsel, Acting Planning Coordinator
9.	Termination date or specified event	Compliance with clause 8.1 of this Agreement to the satisfaction of Council or otherwise by agreement between the parties.
10.	Address, phone and facsimile of Council	Melbourne City Council Town Hall, Swanston Street Melbourne Ph: 9658 9658 Facsimile: 9658 9891
11.	Address, phone and facsimile of Owner	Brady Vision (Vic) Pty Ltd ACN 132 431 773 Ground Floor, 270 King Street MELBOURNE VIC 3000 Phone: 03 8622 8100 Fax: 03 8622 8188

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APPENDIX A

PLAN

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PLAN OF SUBDIVISION

EDITION | **PS**

LOCATION OF LAND

PARISH:	MELBOURNE NORTH CITY OF MELBOURNE
TOWNSHIP:	----
SECTION:	43
CROWN ALLOTMENT:	18
CROWN PORTION:	----
TITLE REFERENCE:	VOL 4702 FOL 247
LAST PLAN REFERENCE:	TP 410296B
POSTAL ADDRESS: (at time of subdivision)	51 – 55 THERRY STREET, 496–502 ELIZABETH STREET, MELBOURNE, 3000
MGA 94 CO-ORDINATES: (approx. centre of land in plan)	E 320 450 N 5 813 620 Zone: 55

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

-/// /// /// – DENOTES STRUCTURE (NON BOUNDARY)
B - BALCONY
P - PROJECTION
CP No.1 - COMMON PROPERTY No.1

PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB
SEE ALSO SECTION A-A'

NOTATIONS

STAGING This is/~~is not~~ a staged subdivision
Planning Permit No.

DEPTH LIMITATION DOES NOT APPLY

SURVEY This plan is/~~is not~~ based on survey SEE BP 3006L
This survey has been connected to permanent marks no(s)
In Proclaimed Survey Area No.

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS
EXTERIOR FACE: BOUNDARIES MARKED E
INTERIOR FACE: ALL OTHER BOUNDARIES

COMMON PROPERTY No. 1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS, AND INCLUDES THE STRUCTURE THAT DEFINE BOUNDARIES (EXCEPT AS DEFINED 'E')

ALL SLABS, BEAMS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN ON THIS PLAN ARE IN COMMON PROPERTY No 1 UNLESS SHOWN OTHERWISE

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

Bosco Jonson Pty Ltd
A.B.N. 96 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR ANDREI FIJAN

DATE 01/12/15 REFERENCE 29020003
VERSION DRAWING 2902000MA

ORIGINAL SHEET SIZE A3
SHEET 1 OF 25 SHEETS

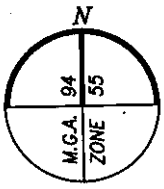
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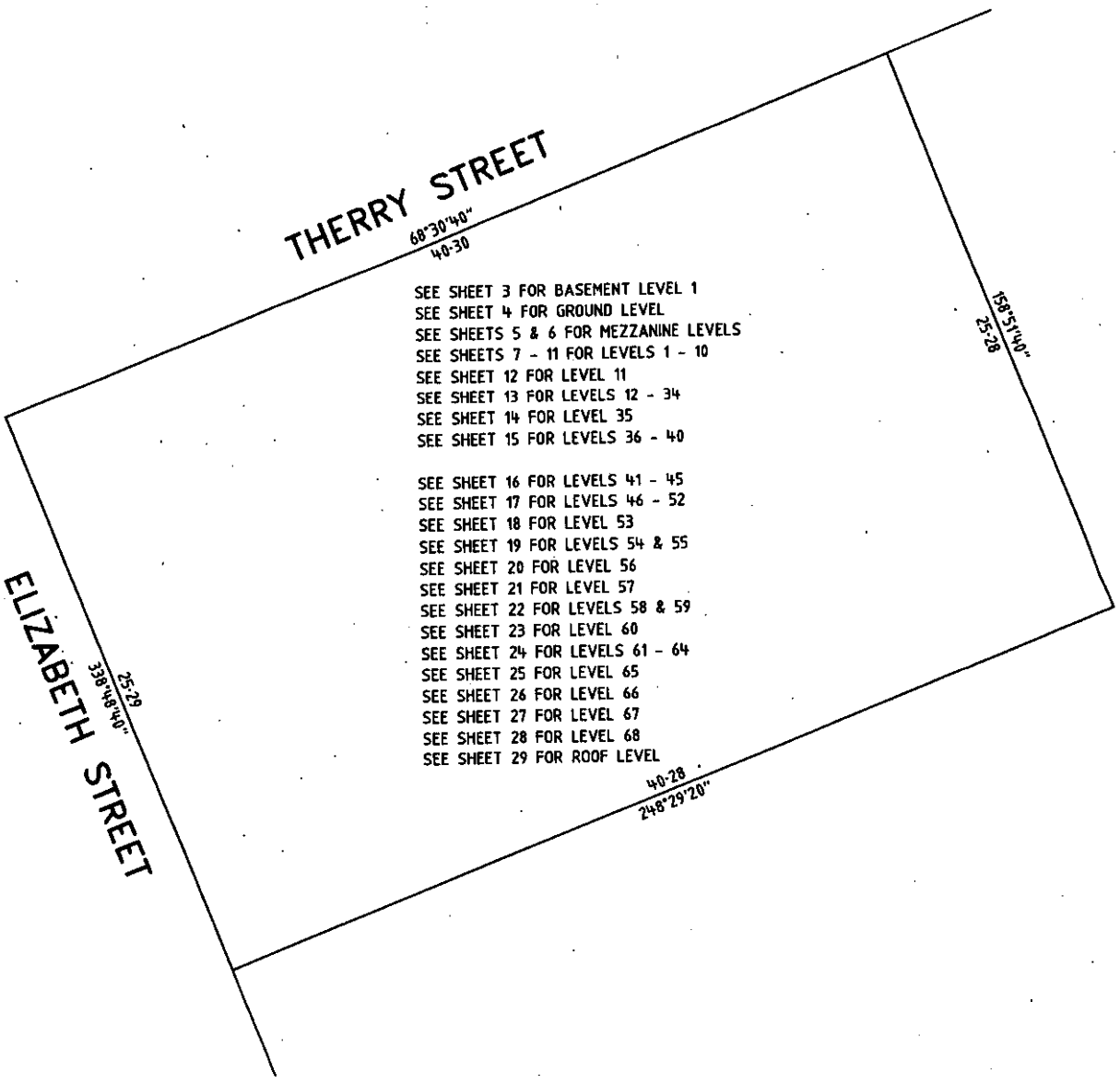
AM488968Y

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PLAN OF SUBDIVISION

PS





SEE SHEET 3 FOR BASEMENT LEVEL 1
SEE SHEET 4 FOR GROUND LEVEL
SEE SHEETS 5 & 6 FOR MEZZANINE LEVELS
SEE SHEETS 7 - 11 FOR LEVELS 1 - 10
SEE SHEET 12 FOR LEVEL 11
SEE SHEET 13 FOR LEVELS 12 - 34
SEE SHEET 14 FOR LEVEL 35
SEE SHEET 15 FOR LEVELS 36 - 40

SEE SHEET 16 FOR LEVELS 41 - 45
SEE SHEET 17 FOR LEVELS 46 - 52
SEE SHEET 18 FOR LEVEL 53
SEE SHEET 19 FOR LEVELS 54 & 55
SEE SHEET 20 FOR LEVEL 56
SEE SHEET 21 FOR LEVEL 57
SEE SHEET 22 FOR LEVELS 58 & 59
SEE SHEET 23 FOR LEVEL 60
SEE SHEET 24 FOR LEVELS 61 - 64
SEE SHEET 25 FOR LEVEL 65
SEE SHEET 26 FOR LEVEL 66
SEE SHEET 27 FOR LEVEL 67
SEE SHEET 28 FOR LEVEL 68
SEE SHEET 29 FOR ROOF LEVEL

SITE DIAGRAM
DIAGRAM 1

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LICENSED SURVEYOR ANDREI FIJAN

SCALE 1:200

2 0 4 8
LENGTHS ARE IN METRES

DATE 01/12/15
VERSION

REFERENCE 29020003
DRAWING 2902000MA

ORIGINAL SHEET SIZE A3

SHEET 2

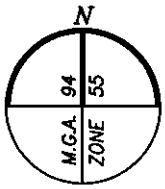
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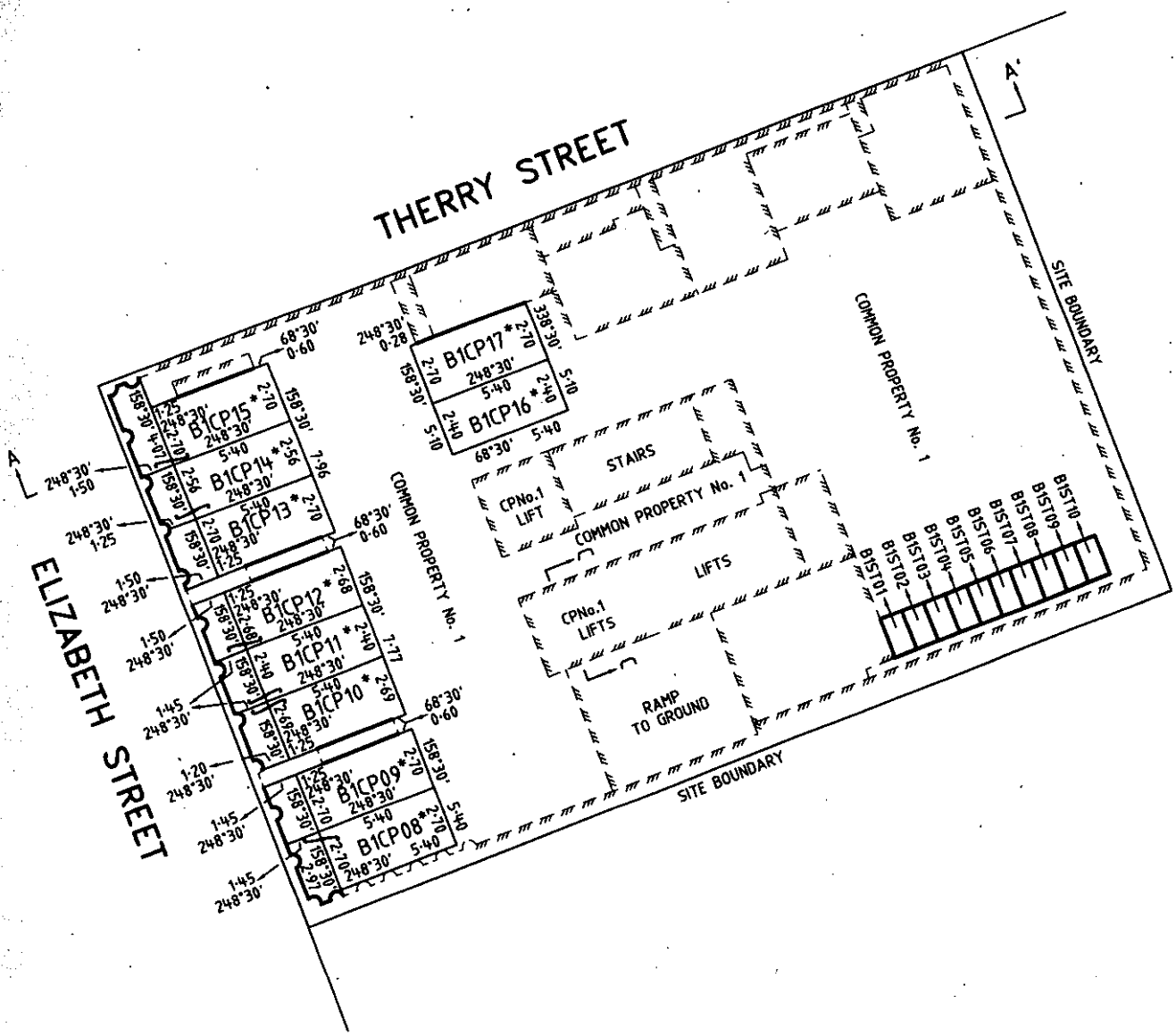
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PLAN OF SUBDIVISION

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PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB
SEE ALSO SECTION A-A'

BASEMENT LEVEL 1
DIAGRAM 2

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16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

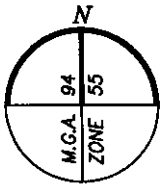
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DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 3

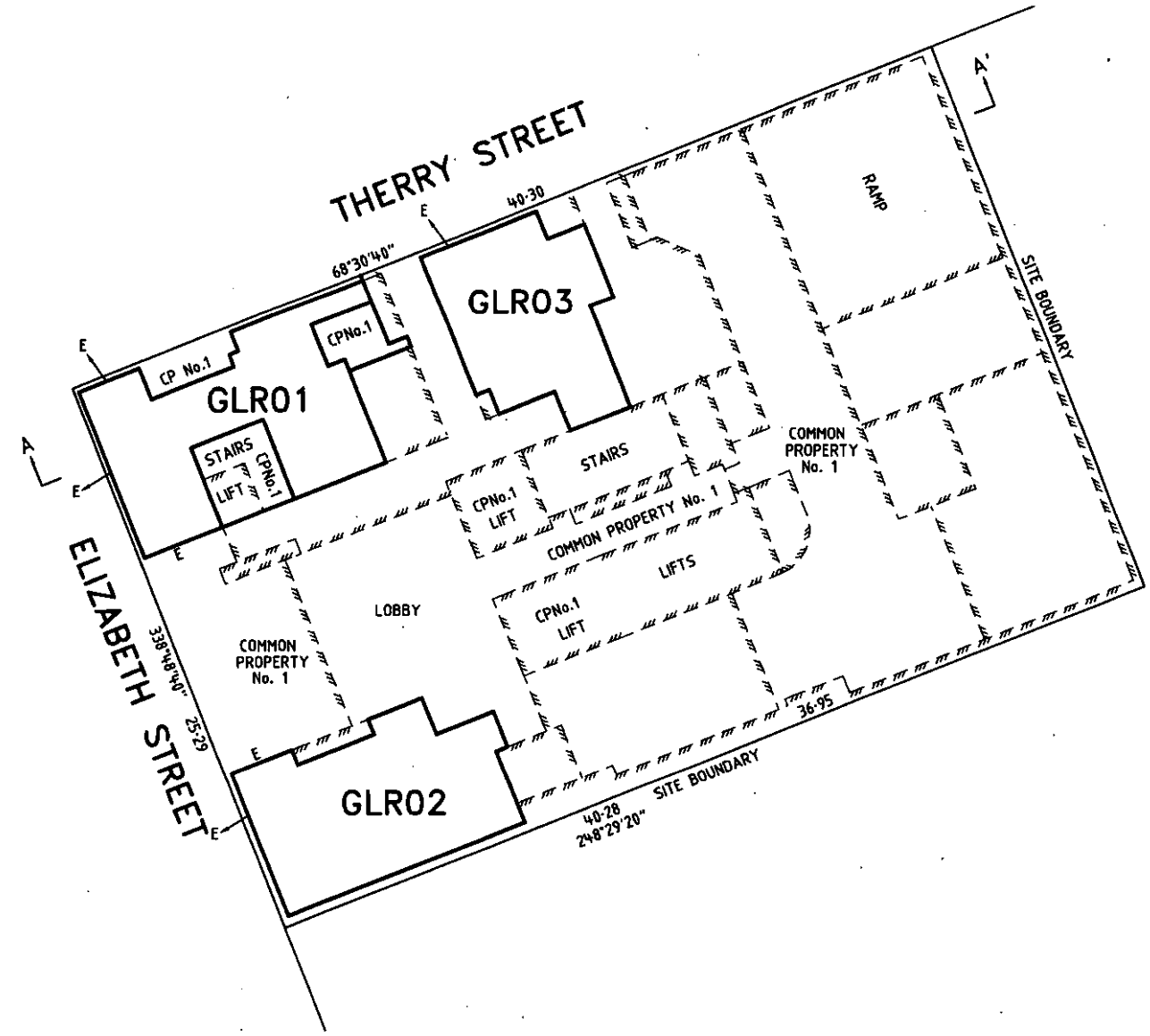
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GROUND LEVEL
DIAGRAM 3

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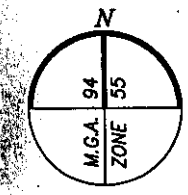
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VERSION	DRAWING 2902000MA		SHEET 4

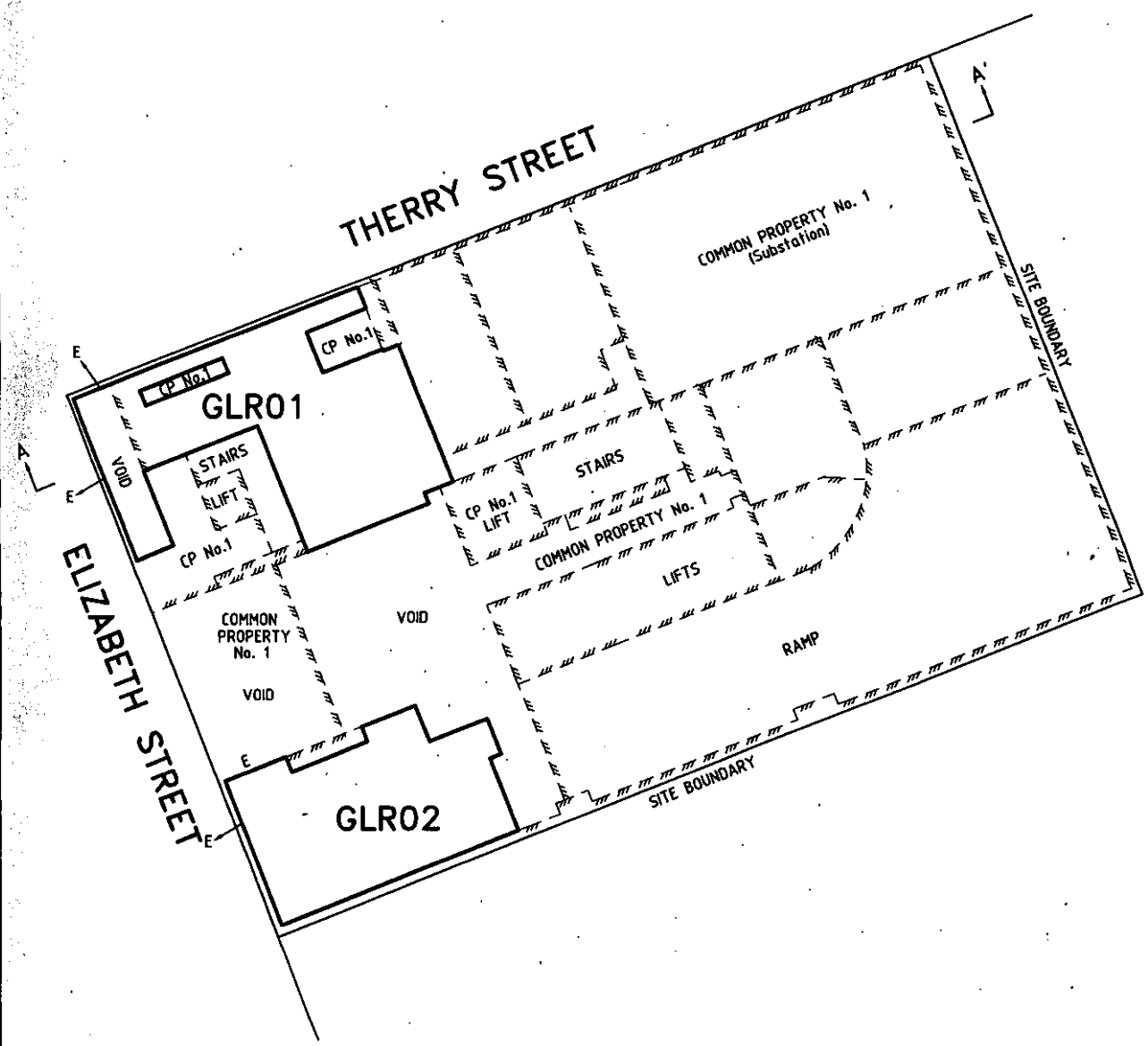
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MEZZANINE A LEVEL
DIAGRAM 4

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16 Eastern Road South Melbourne
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LICENSED SURVEYOR ANDREI FIJAN

SCALE 1:200

2 0 4 8
LENGTHS ARE IN METRES

DATE 01/12/15
VERSION

REFERENCE 29020003
DRAWING 2902000MA

ORIGINAL SHEET SIZE A3

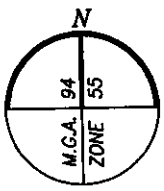
SHEET 5

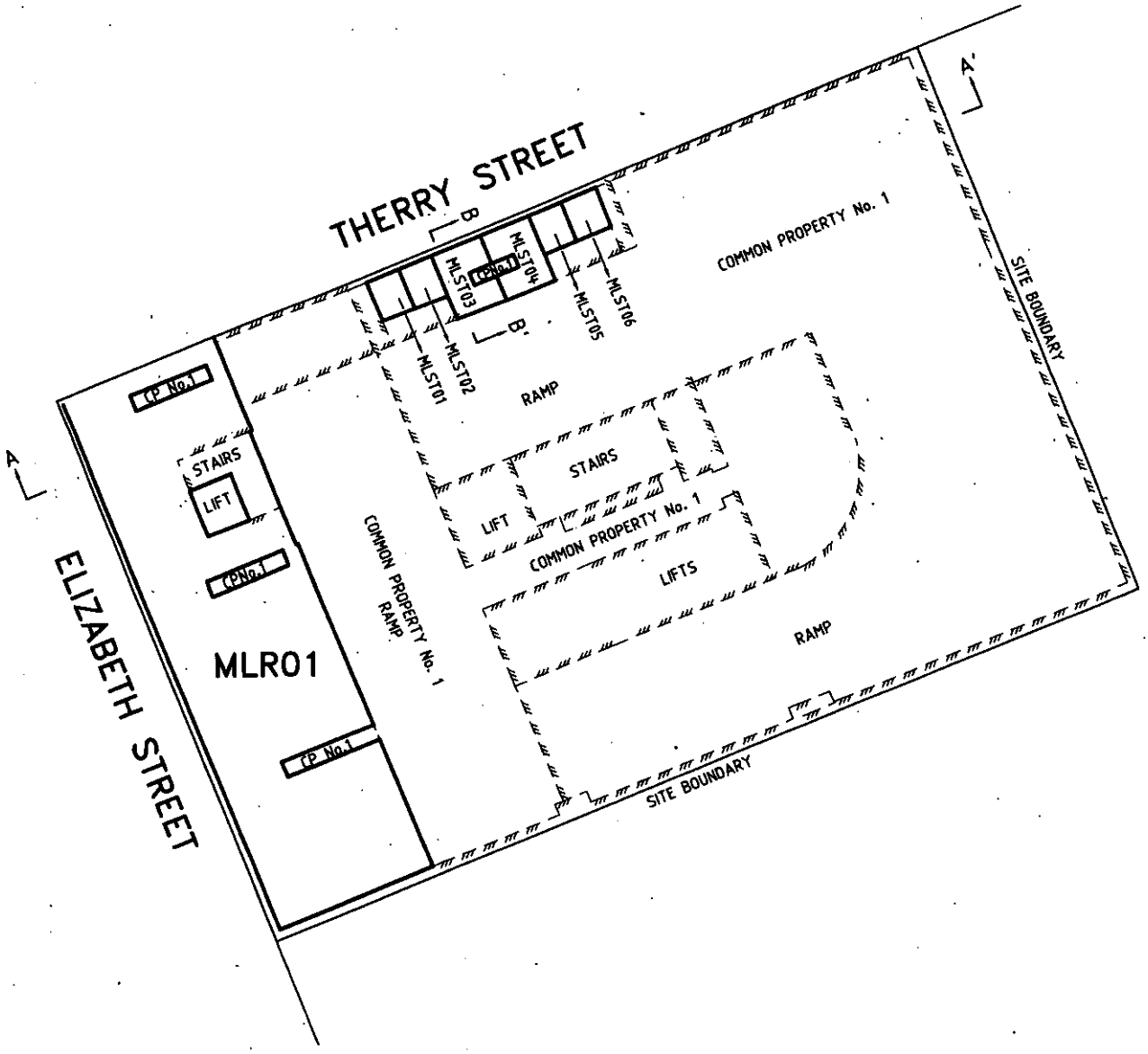
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MEZZANINE B LEVEL
DIAGRAM 5

LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 6

Bosco Jonson Pty Ltd
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P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

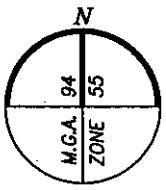
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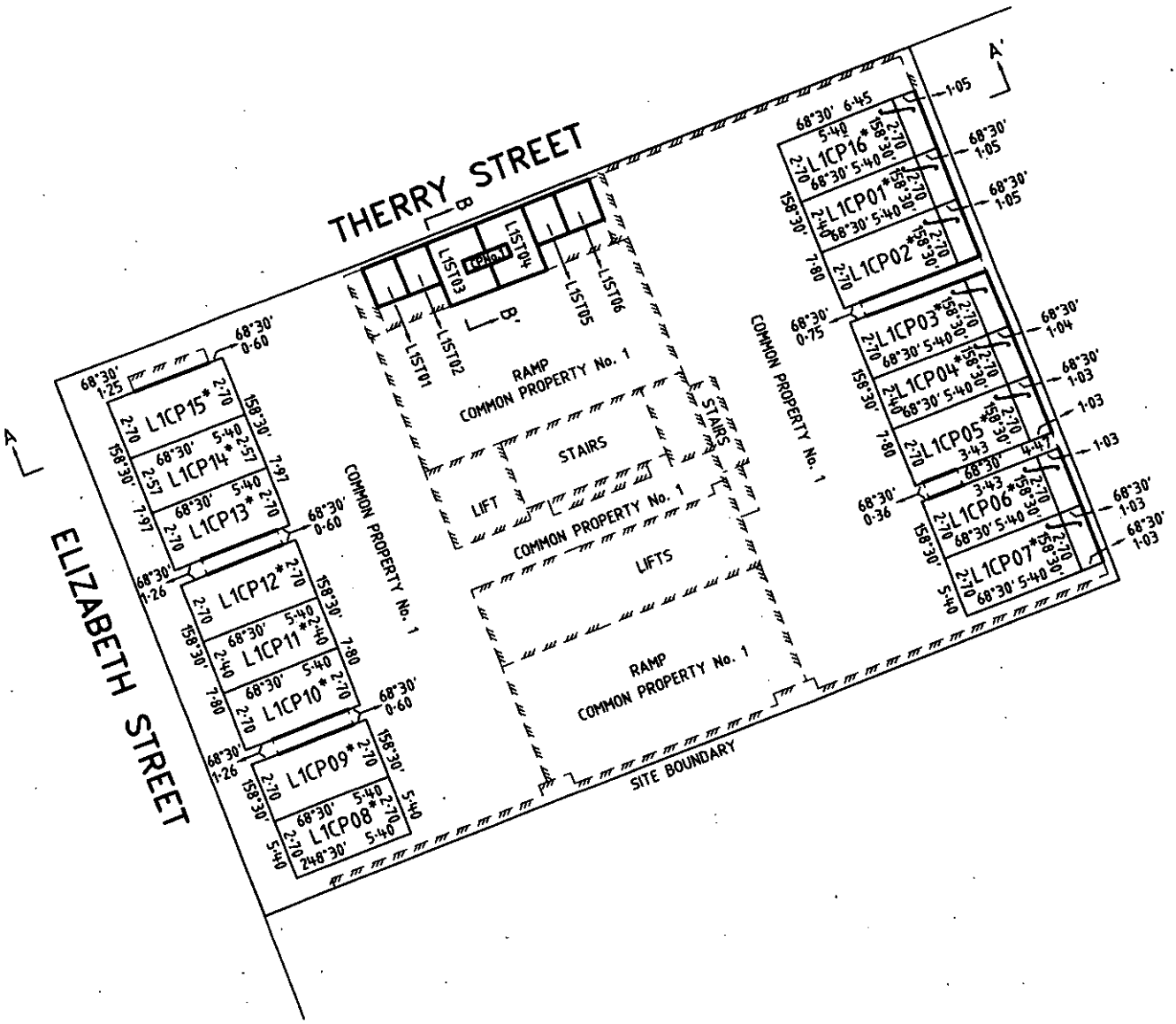
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PART OF LOTS DEFINED WITH A * AFTER THE LOT No. ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB
SEE ALSO SECTION A-A'

LEVEL 1
DIAGRAM 6

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Vic 3205 Australia DX 20524 Emerald Hill
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LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 7

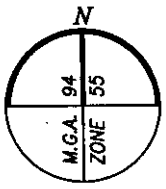
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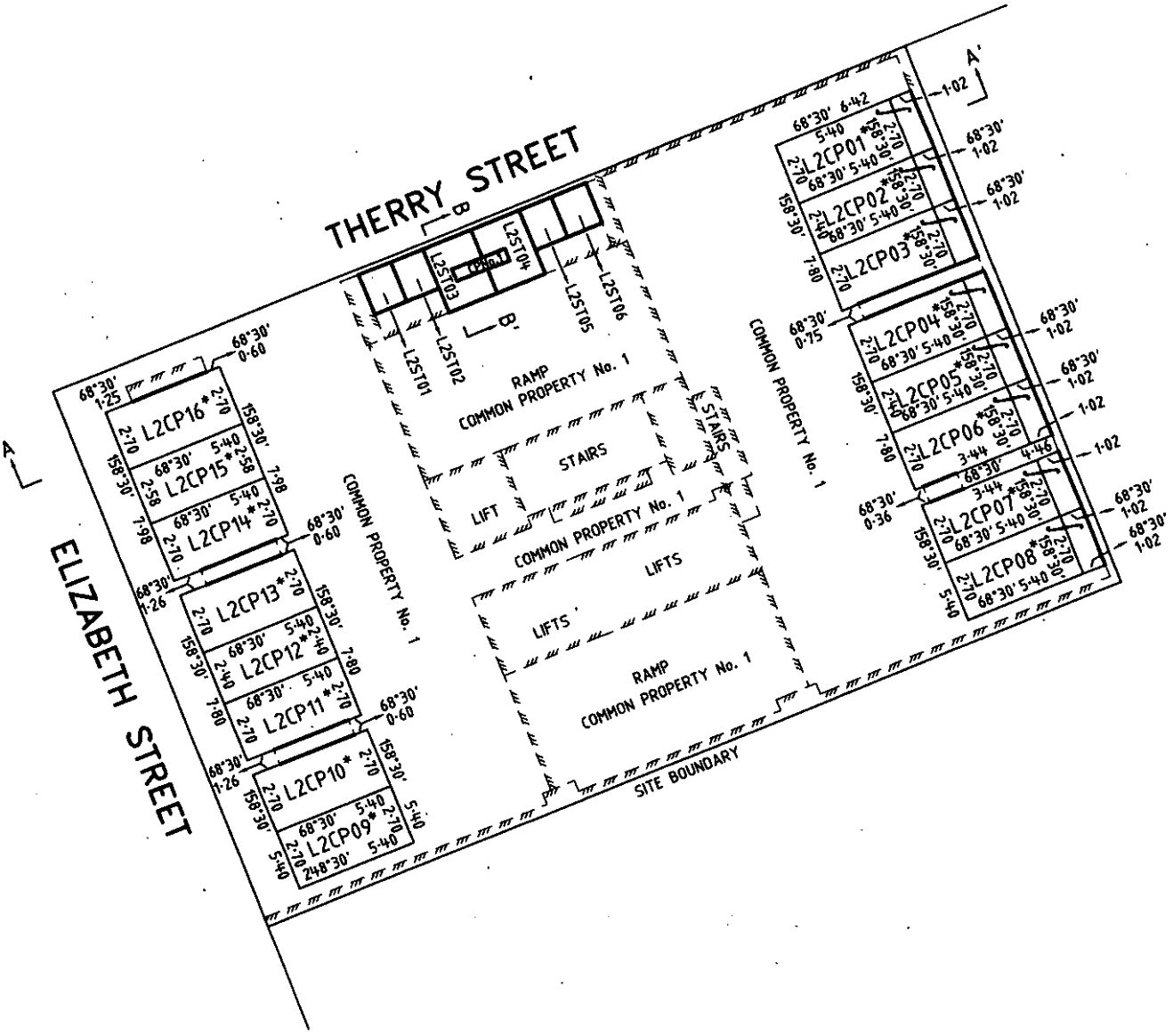
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PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB
SEE ALSO SECTION A-A'

LEVEL 2
DIAGRAM 7

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LICENSED SURVEYOR ANDREI FIJAN

SCALE 1:200

LENGTHS ARE IN METRES

DATE 01/12/15 REFERENCE 29020003

VERSION DRAWING 2902000MA

ORIGINAL SHEET SIZE A3

SHEET 8

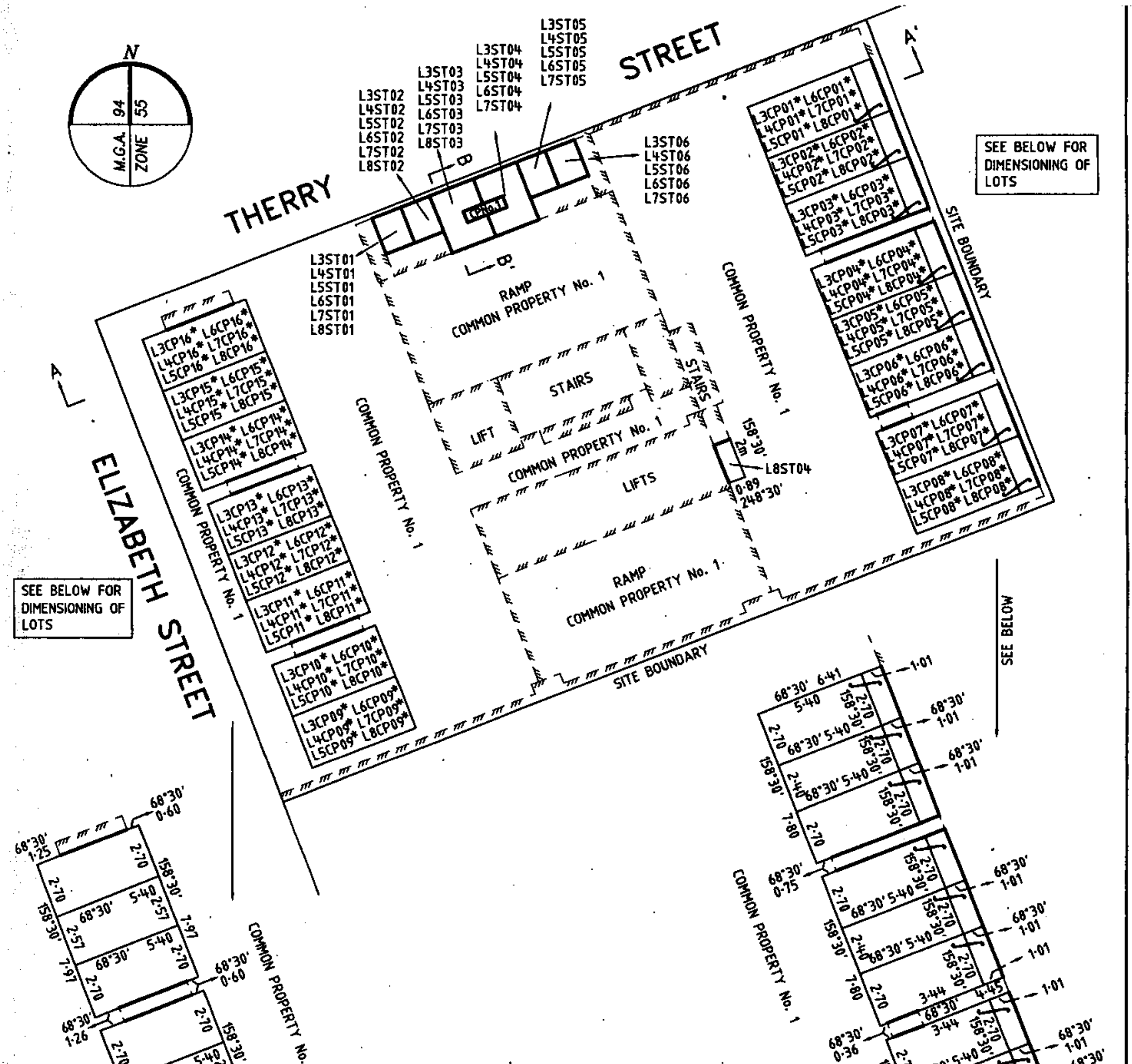
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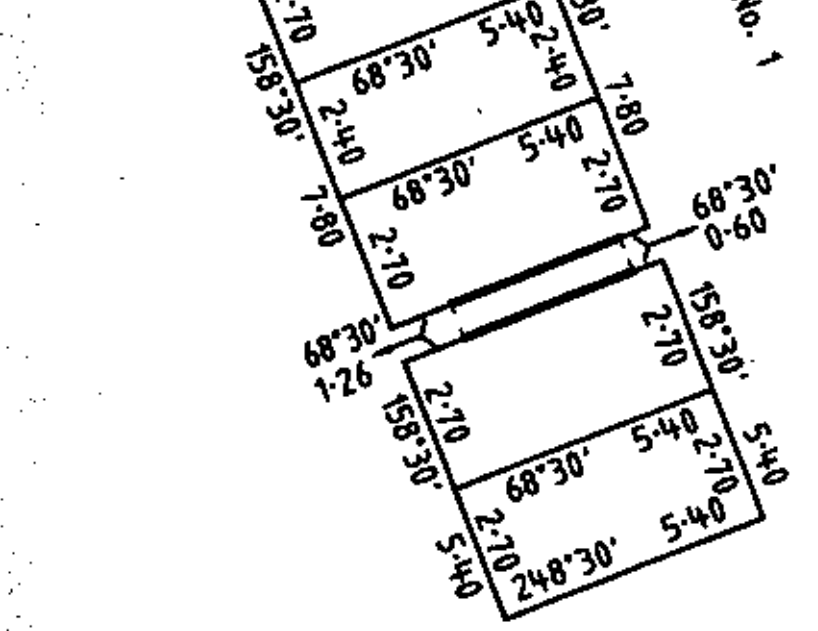
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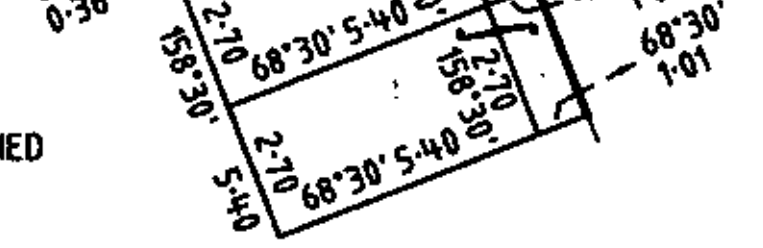
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PLAN OF SUBDIVISION

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NOTES:

LOT SHOWN S2 # AND S3 ON THIS SHEET ARE CONTAINED ON LEVELS 3 TO 8 RESPECTIVELY

LOTS SHOWN L3CP** TO L8CP** ARE CONTAINED ON LEVELS 3 TO 8 RESPECTIVELY SEE ALSO SECTION A-A'

LOTS SHOWN L3ST** TO L8ST** ARE CONTAINED ON LEVELS 3 TO 8 RESPECTIVELY SEE ALSO SECTION A-A'

PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB SEE ALSO SECTION A-A'

LEVELS 3, 4, 5, 6, 7 & 8

DIAGRAM 8

8

Bosco Jonson Pty Ltd
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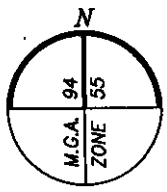
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 9

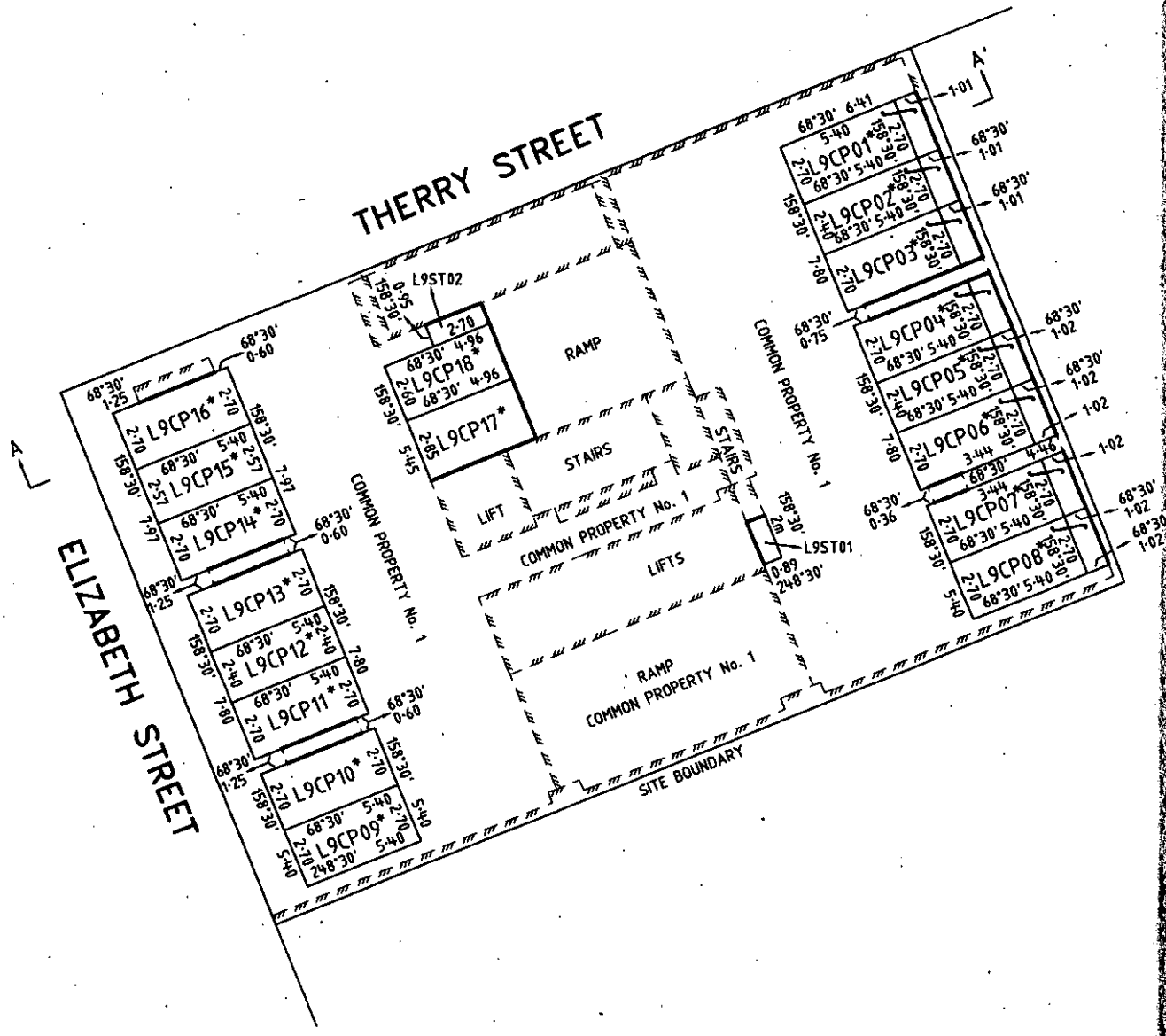
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19/01/2016 $119.70 173

PLAN OF SUBDIVISION

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PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB
SEE ALSO SECTION A-A'

LEVEL 9
DIAGRAM 9

LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 10

Bosco Jonson Pty Ltd
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16 Eastern Road South Melbourne
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Tel 03) 9699 1400 Fax 03) 9699 5992

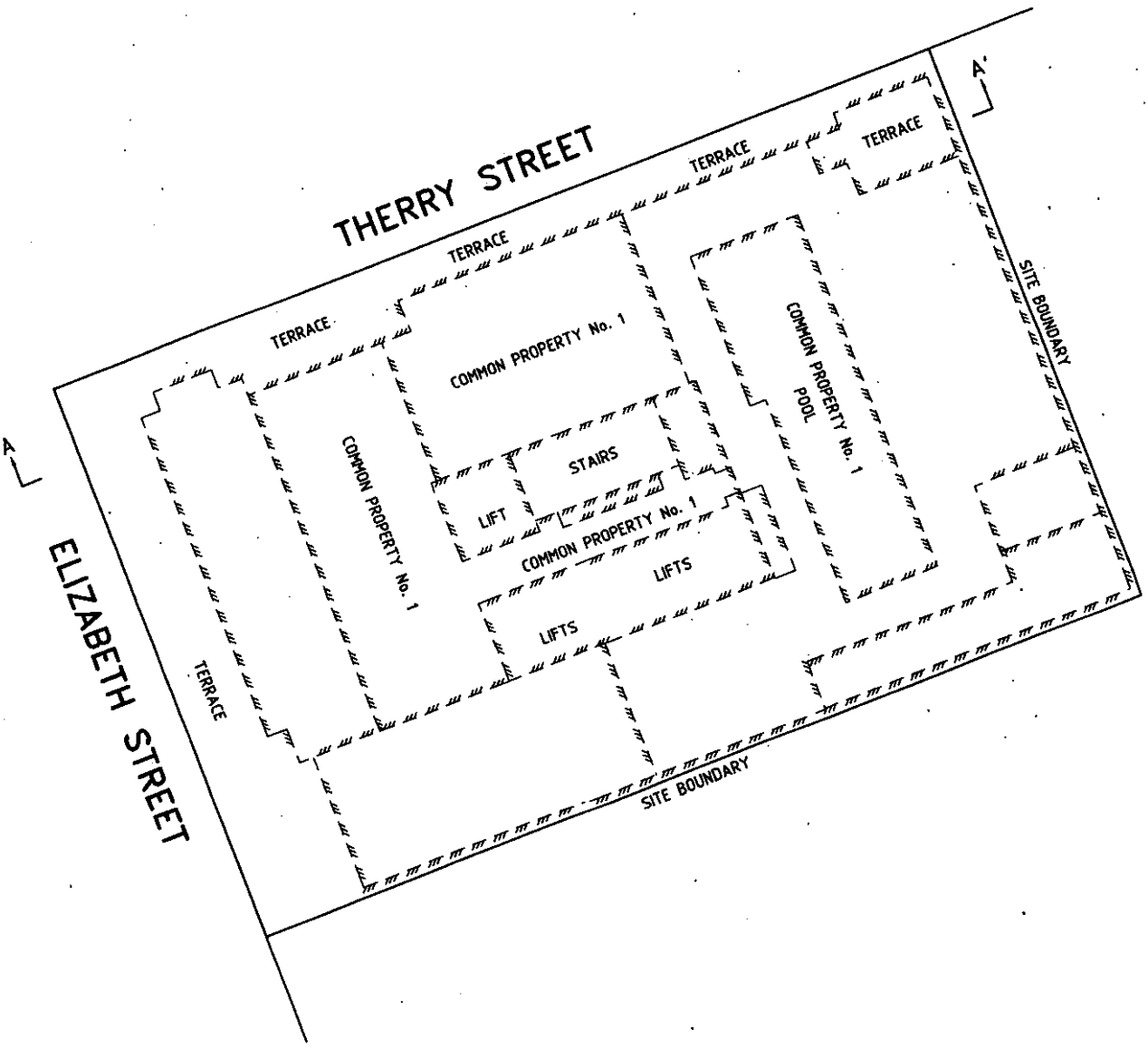
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N
M.G.A. ZONE 55 94



LEVEL 10
DIAGRAM 10

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16 Eastern Road South Melbourne
Vic 3206 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR ANDREI FIJAN

SCALE 1:200

2 0 4 8
LENGTHS ARE IN METRES

DATE 01/12/15 REFERENCE 29020003
VERSION DRAWING 2902000MA

ORIGINAL SHEET SIZE A3

SHEET 11

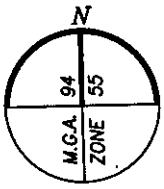
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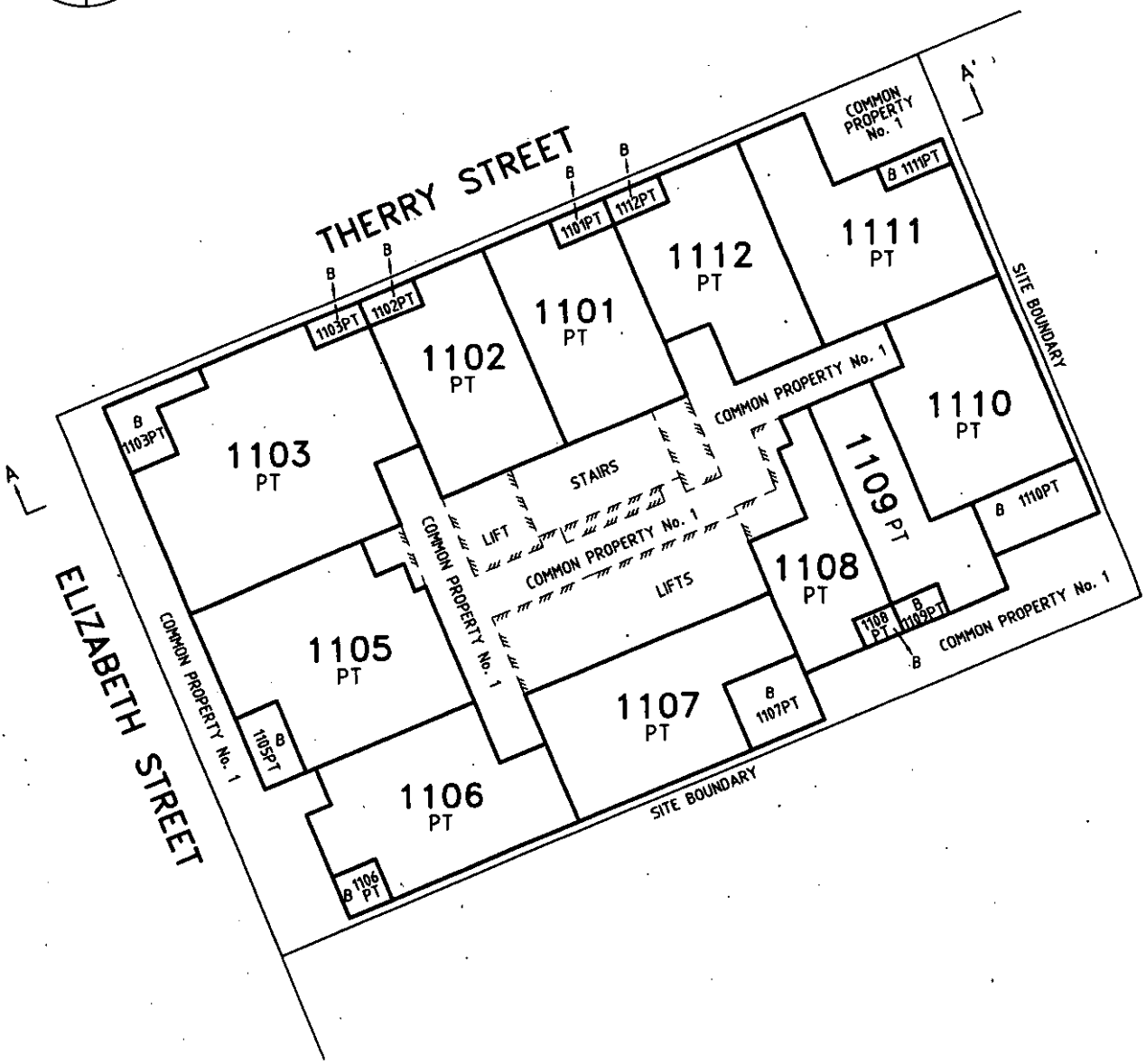
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LEVEL 11
DIAGRAM 11

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LICENSED SURVEYOR ANDREI FIJAN

SCALE 1:200

2 0 4 LENGTHS ARE IN METRES

DATE 01/12/15

REFERENCE 29020003

VERSION

DRAWING 2902000MA

ORIGINAL SHEET SIZE A3

SHEET 12

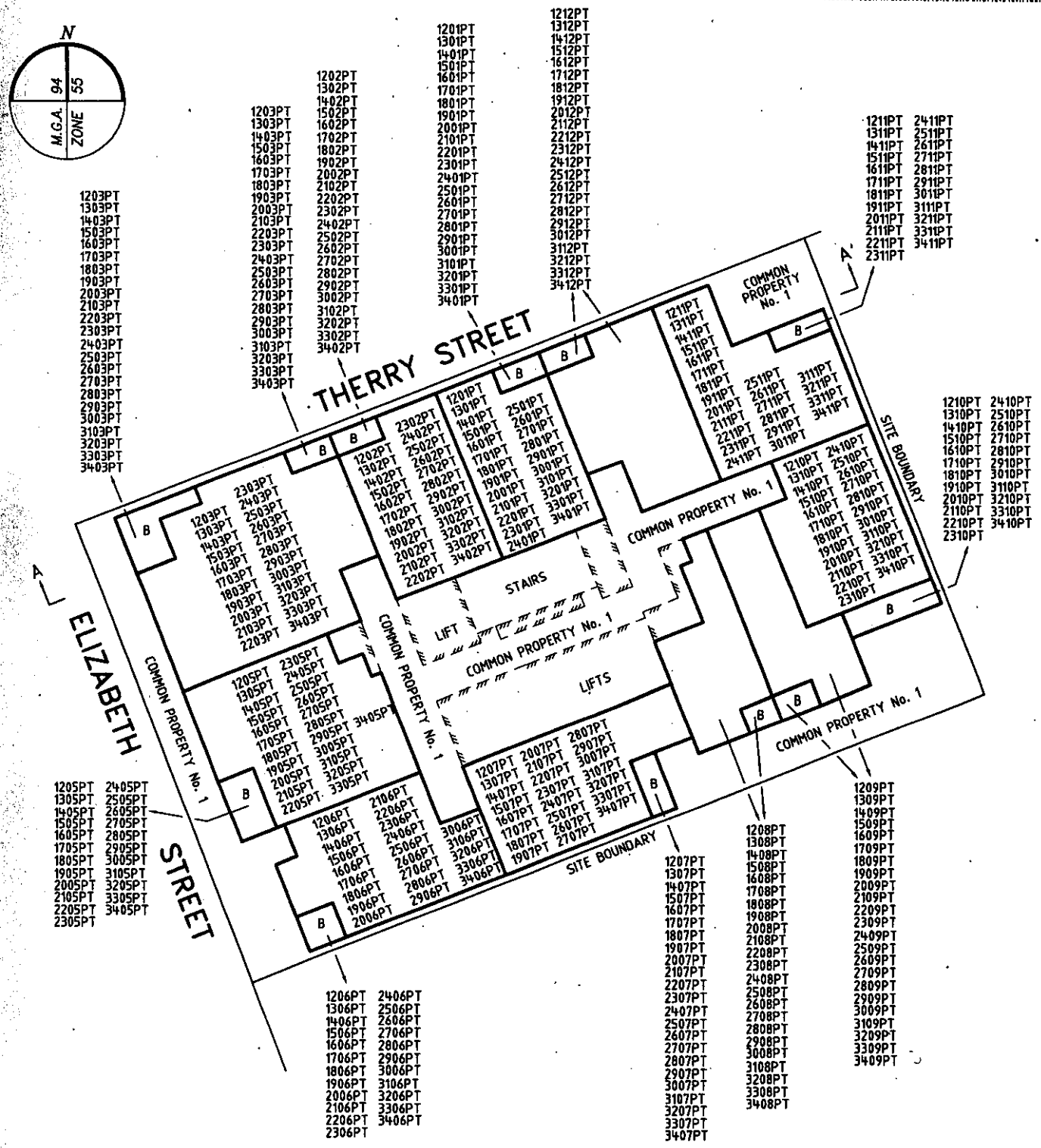
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19/01/2016 $119.70 173

PLAN OF SUBDIVISION

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LOTS SHOWN 12** TO 34** ARE CONTAINED ON LEVELS 12 TO 34 RESPECTIVELY

LEVELS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 & 34

DIAGRAM 12

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

LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 13

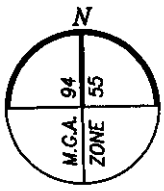
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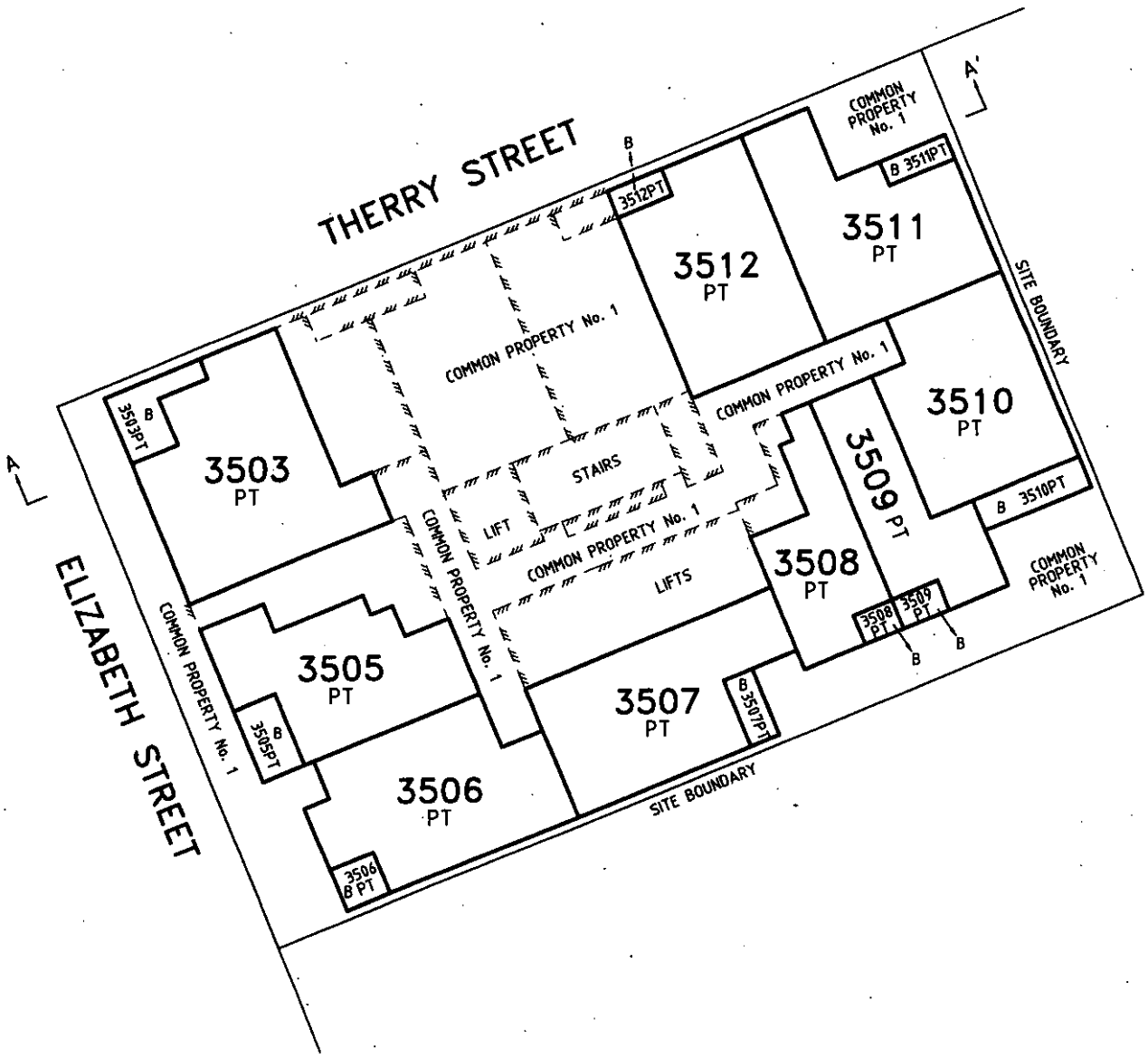
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LEVEL 35
DIAGRAM 13

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LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 14

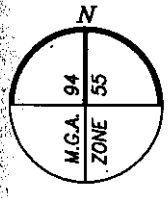
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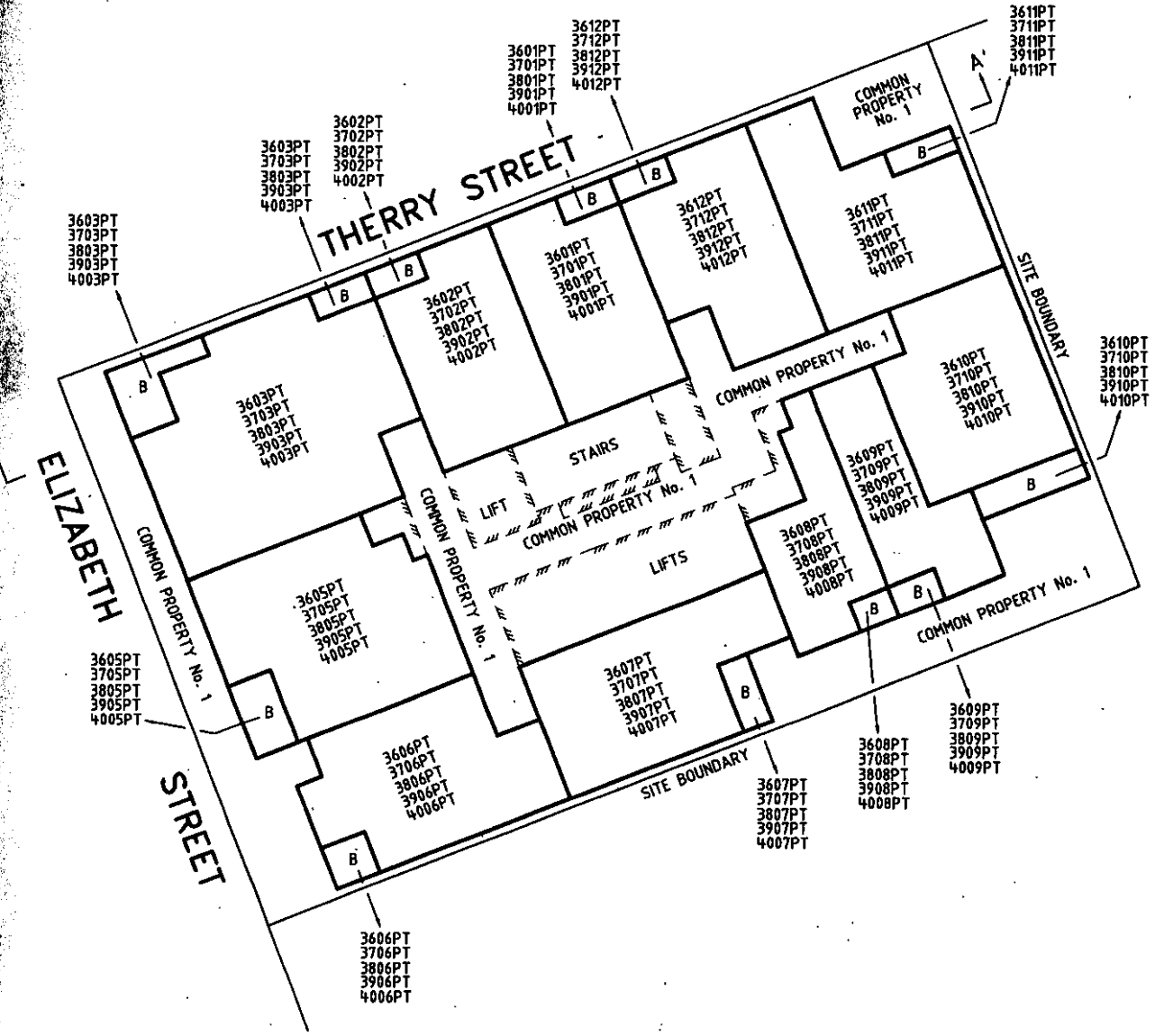
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LOTS SHOWN 36** TO 40** ARE CONTAINED ON LEVELS 36 TO 40 RESPECTIVELY

LEVELS 36, 37, 38, 39 & 40
DIAGRAM 14

8

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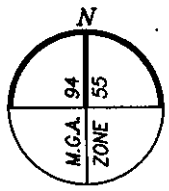
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DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 15

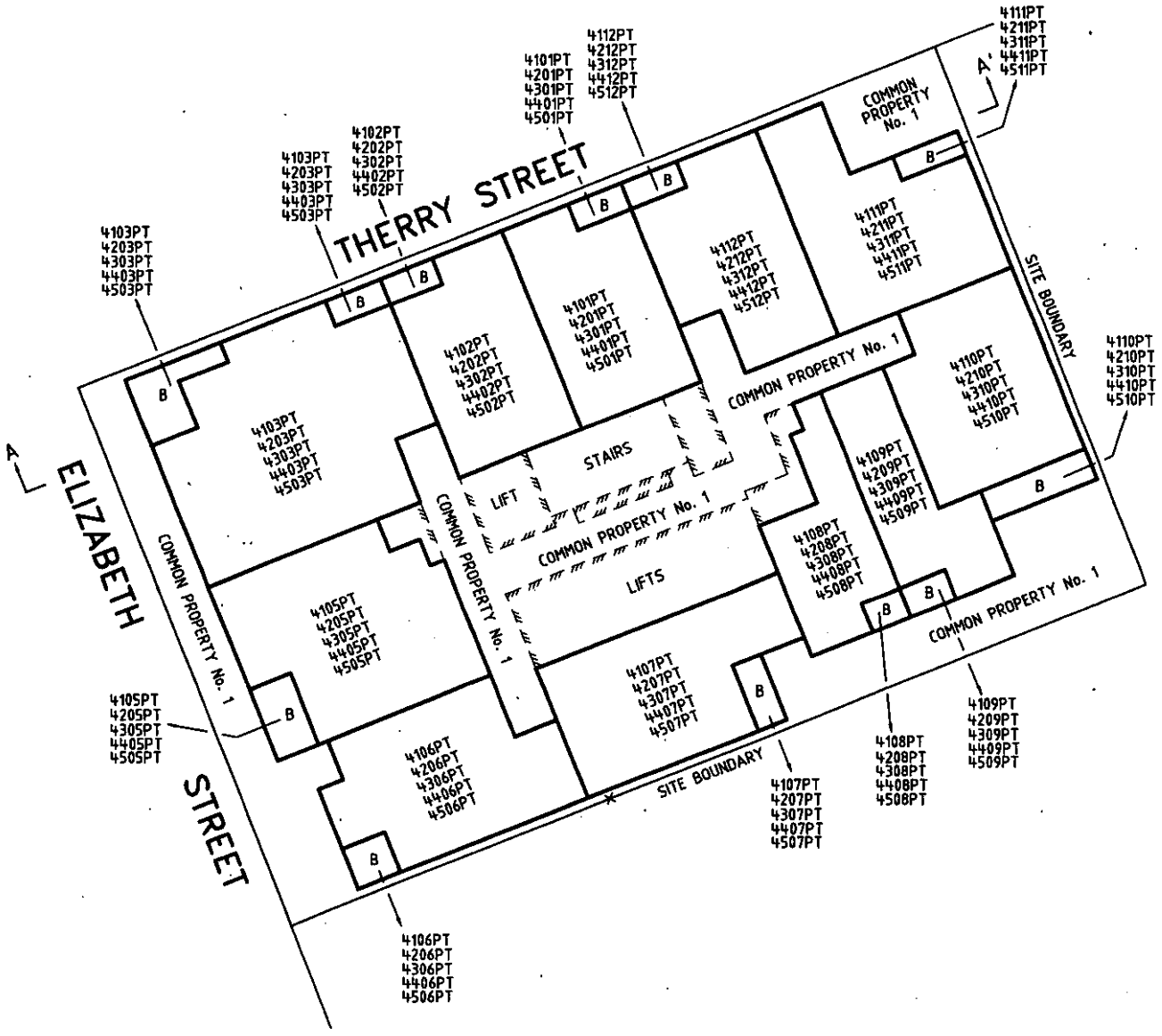
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NOTE:
LOTS SHOWN 41** TO 45** ARE CONTAINED ON LEVELS 41 TO 45 RESPECTIVELY

LEVELS 41, 42, 43, 44 &
DIAGRAM 14A

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LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 16

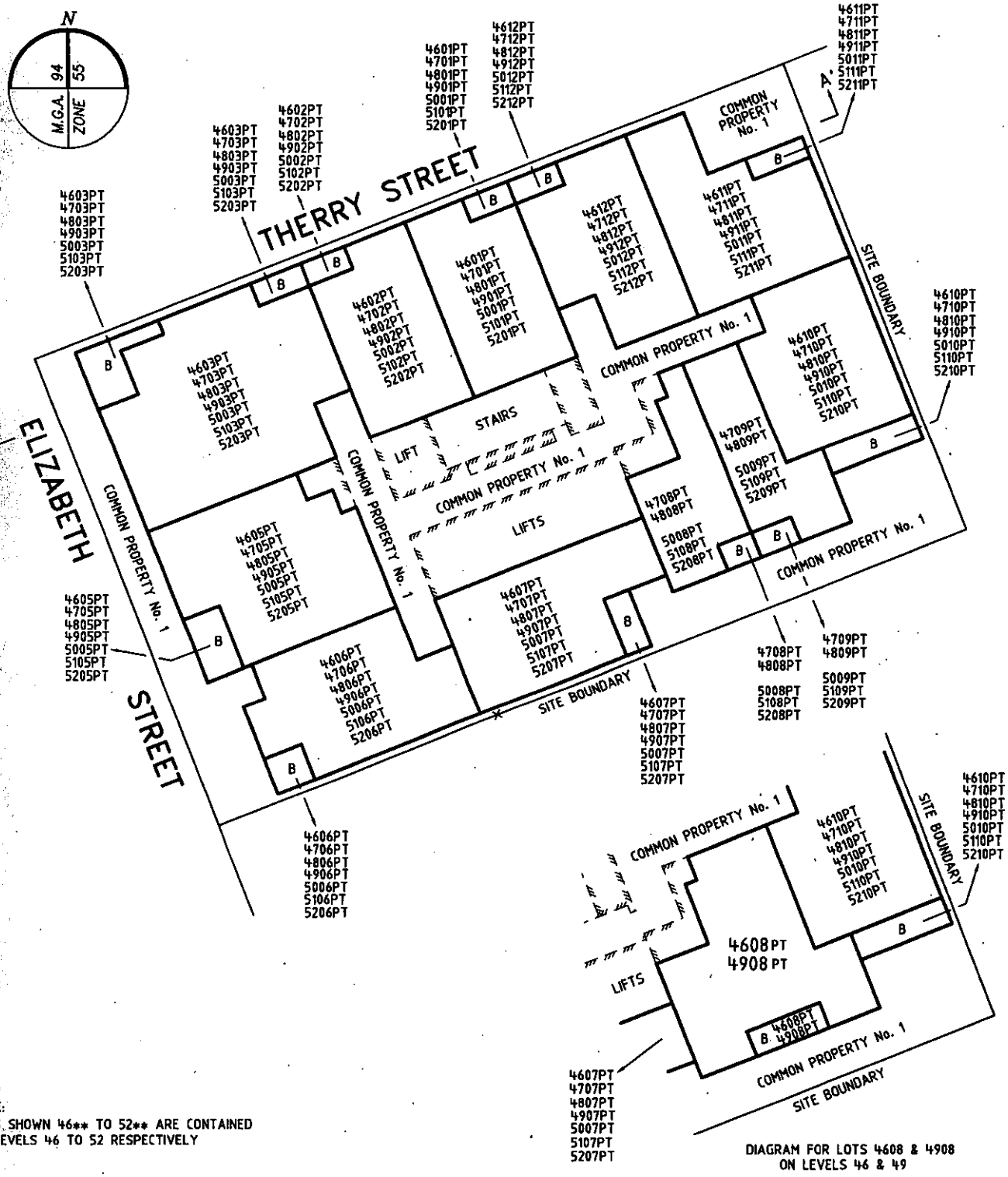
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NOTE:
LOTS SHOWN 46** TO 52** ARE CONTAINED ON LEVELS 46 TO 52 RESPECTIVELY

DIAGRAM FOR LOTS 4608 & 4908 ON LEVELS 46 & 49

LEVELS 46, 47, 48, 49, 50, 51 & 52
DIAGRAM 15

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LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 17

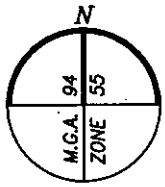
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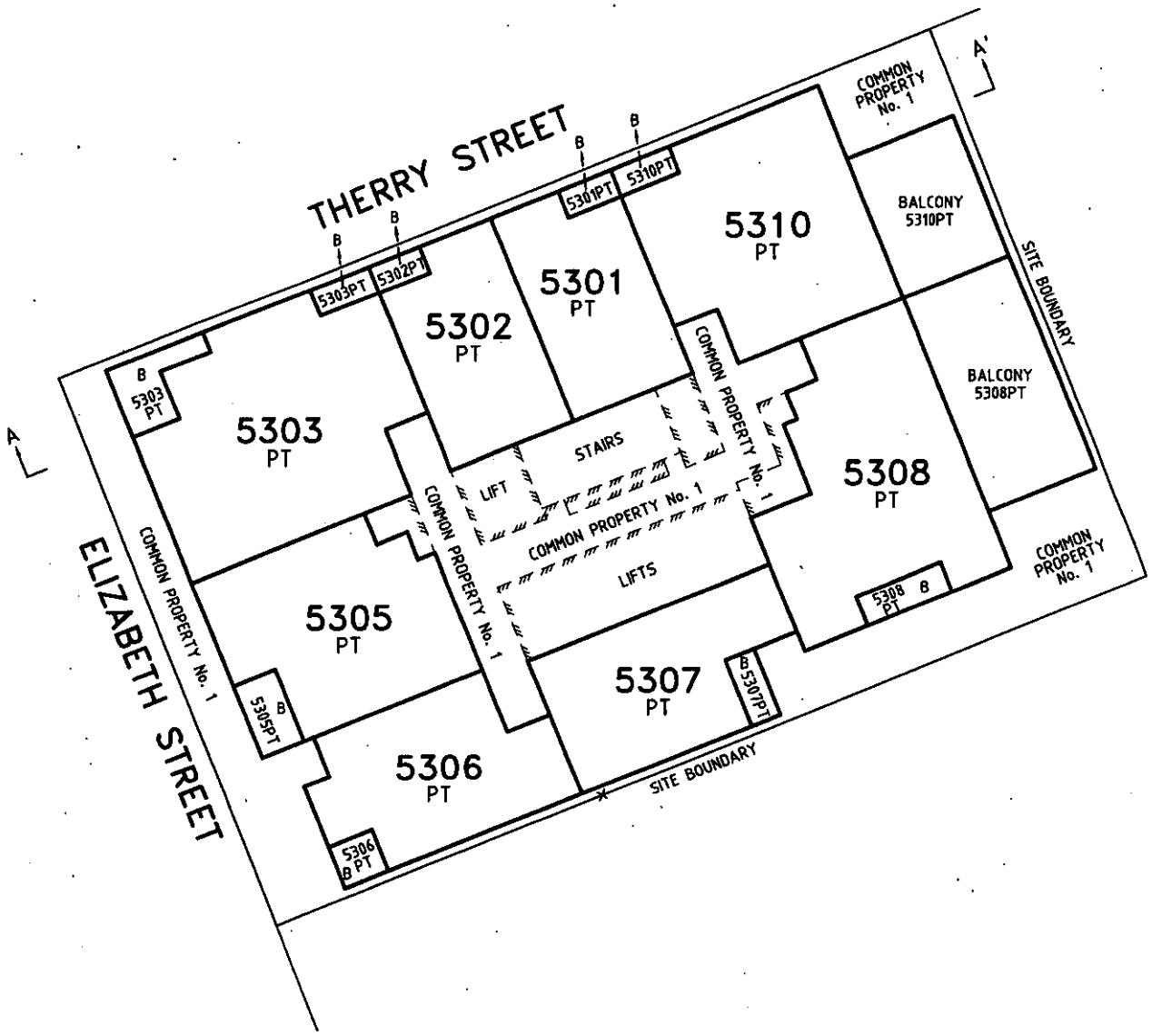
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LEVEL 53
DIAGRAM 16

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LICENSED SURVEYOR ANDREI FIJAN

SCALE 1:200

2 0 4
LENGTHS ARE IN METRES

DATE 01/12/15 REFERENCE 29020003

VERSION DRAWING 2902000MA

ORIGINAL SHEET SIZE A3

SHEET 18

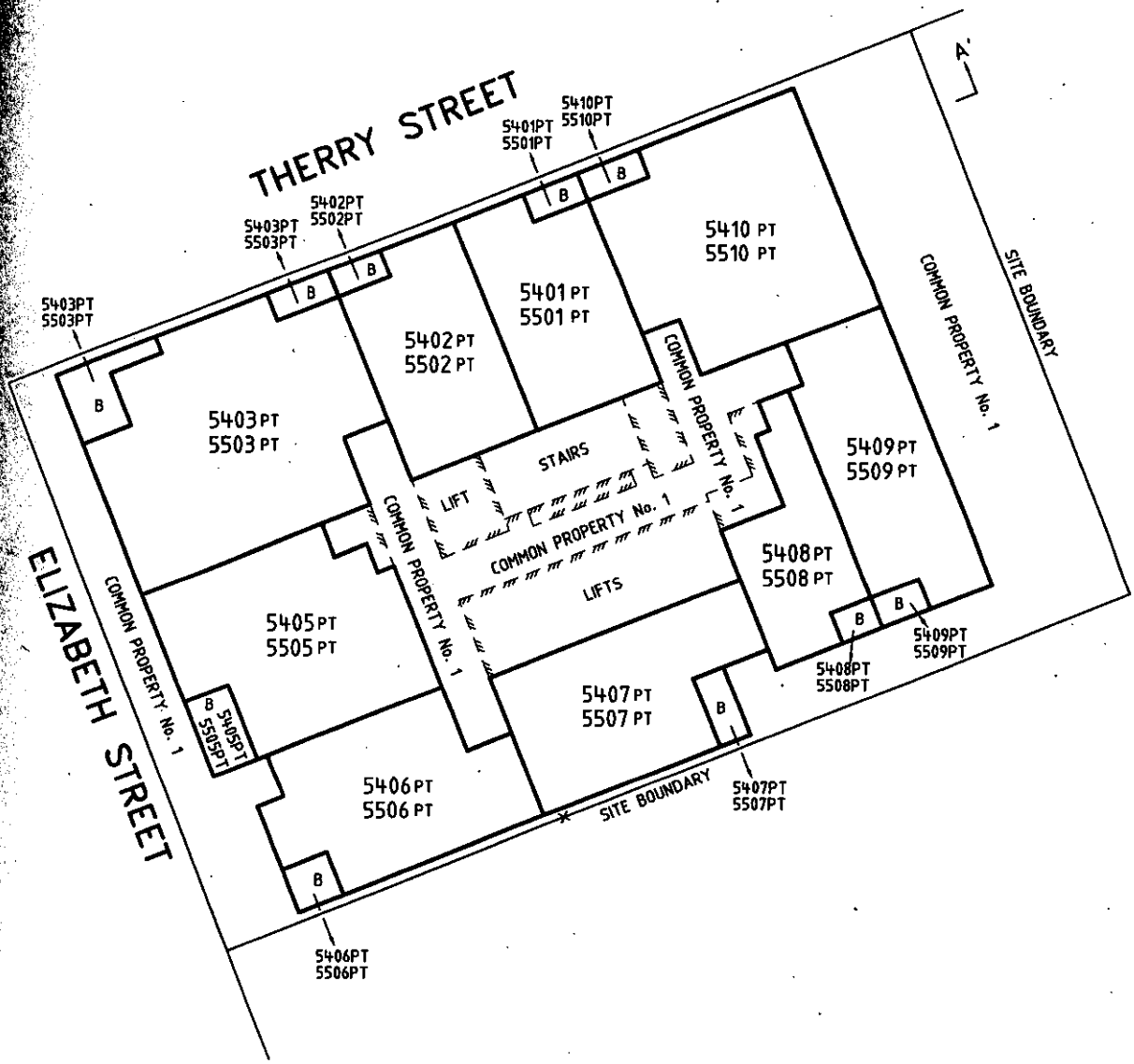
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PLAN OF SUBDIVISION

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NOTE:
LOTS SHOWN 54** AND 55** ARE CONTAINED ON LEVELS 54 AND 55 RESPECTIVELY

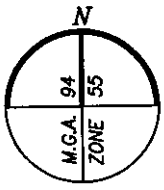
LEVELS 54 & 55
DIAGRAM 17

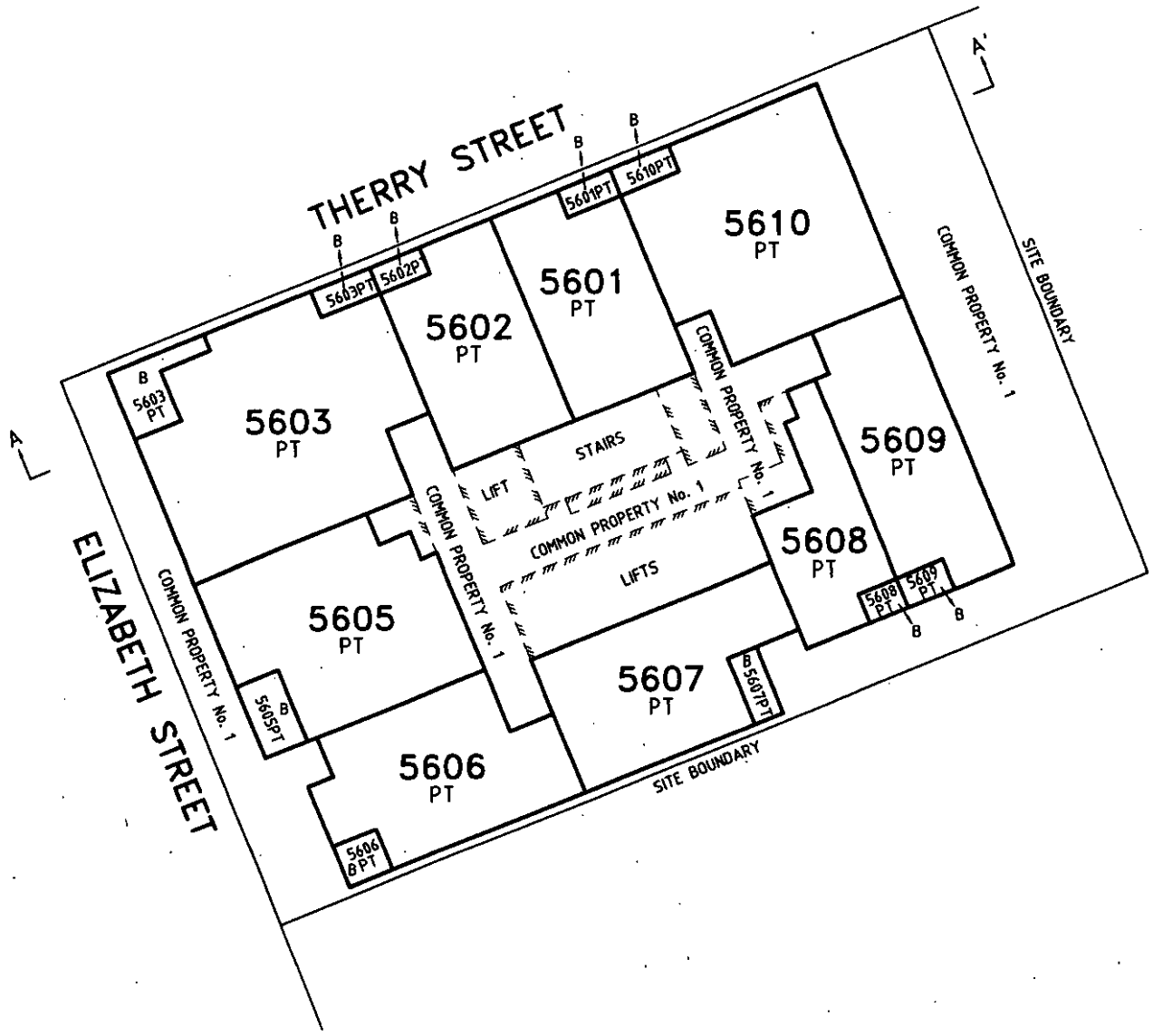
Bosco Jonson Pty Ltd A.B.N. 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 18 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel (03) 9699 1400 Fax (03) 9699 5992	LICENSED SURVEYOR ANDREI FIJAN	SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
	DATE 01/12/15	REFERENCE 29020003	ORIGINAL SHEET SIZE A3
	VERSION	DRAWING 2902000MA	SHEET 19

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LEVEL 56
DIAGRAM 18

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LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 20

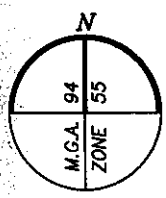
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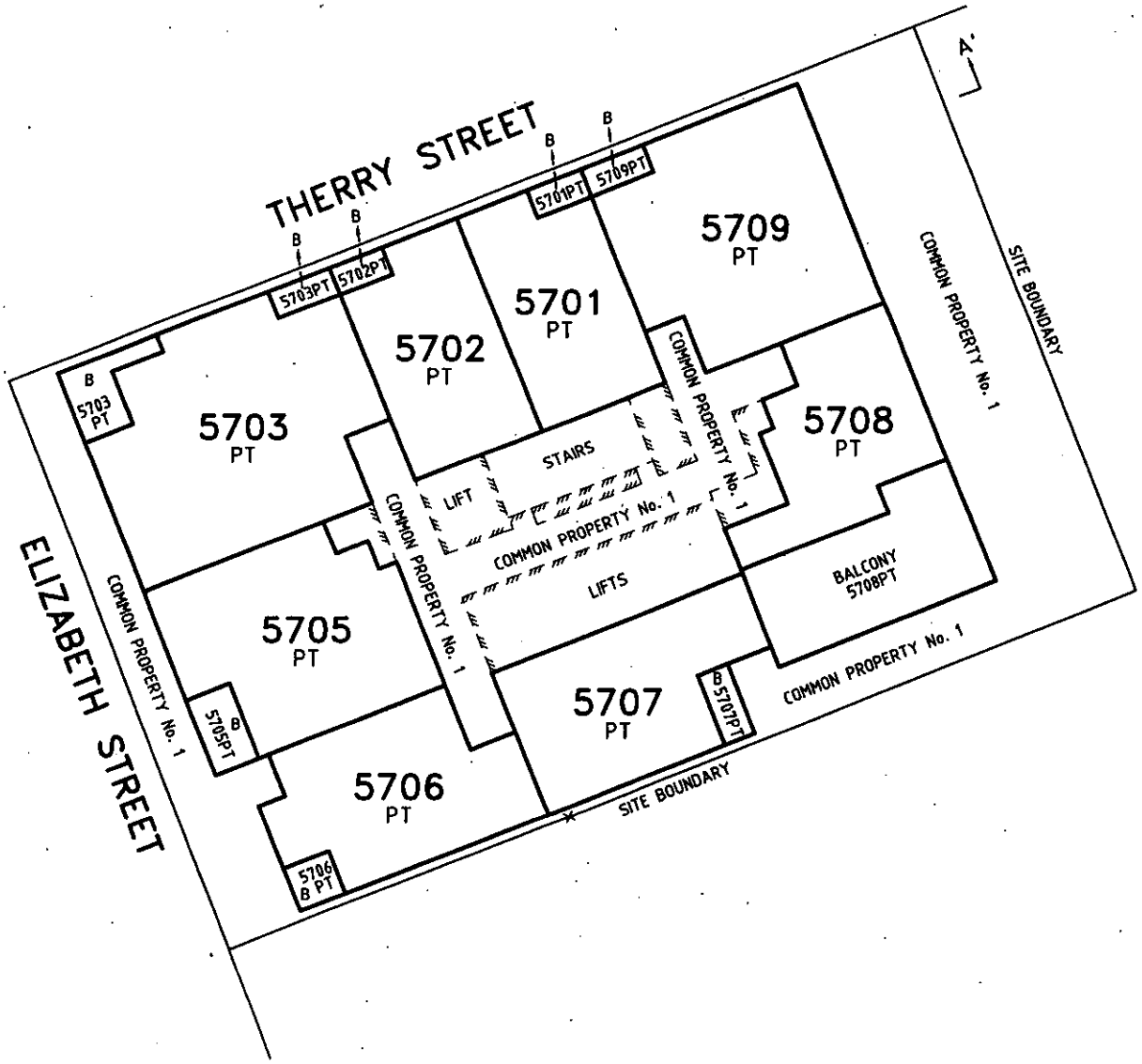
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LEVEL 57
DIAGRAM 19

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LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 21

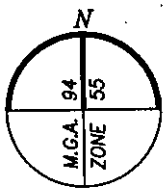
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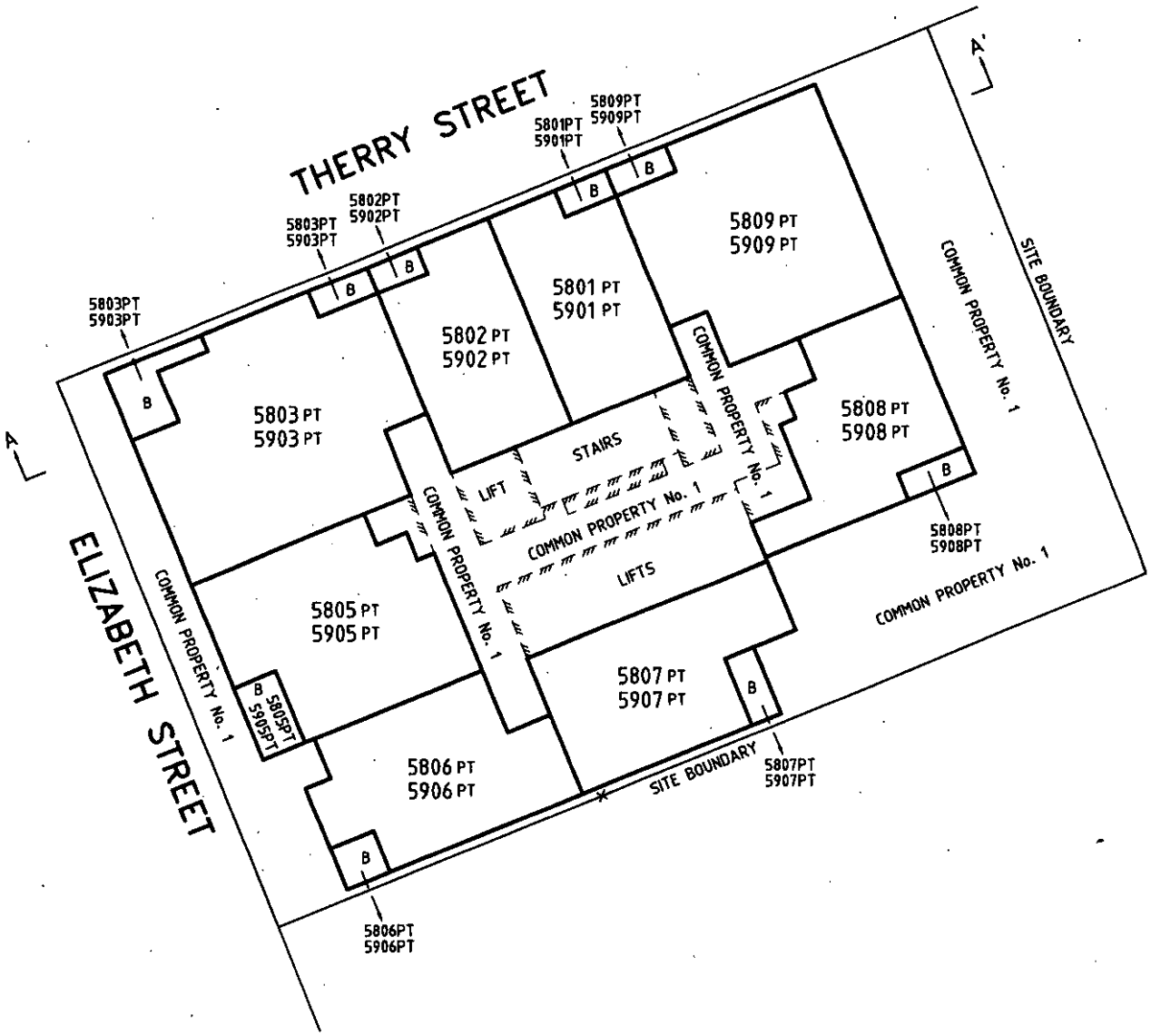
PLAN OF SUBDIVISION

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NOTE:
LOTS SHOWN 58** AND 59** ARE CONTAINED ON LEVELS 58 AND 59 RESPECTIVELY

LEVELS 58 & 59
DIAGRAM 20

	LICENSED SURVEYOR ANDREI FIJAN	SCALE 1:200	2 0 4 LENGTHS ARE IN METRES
	DATE 01/12/15	REFERENCE 29020003	ORIGINAL SHEET SIZE A3
	VERSION	DRAWING 2902000MA	SHEET 22

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PLAN OF SUBDIVISION

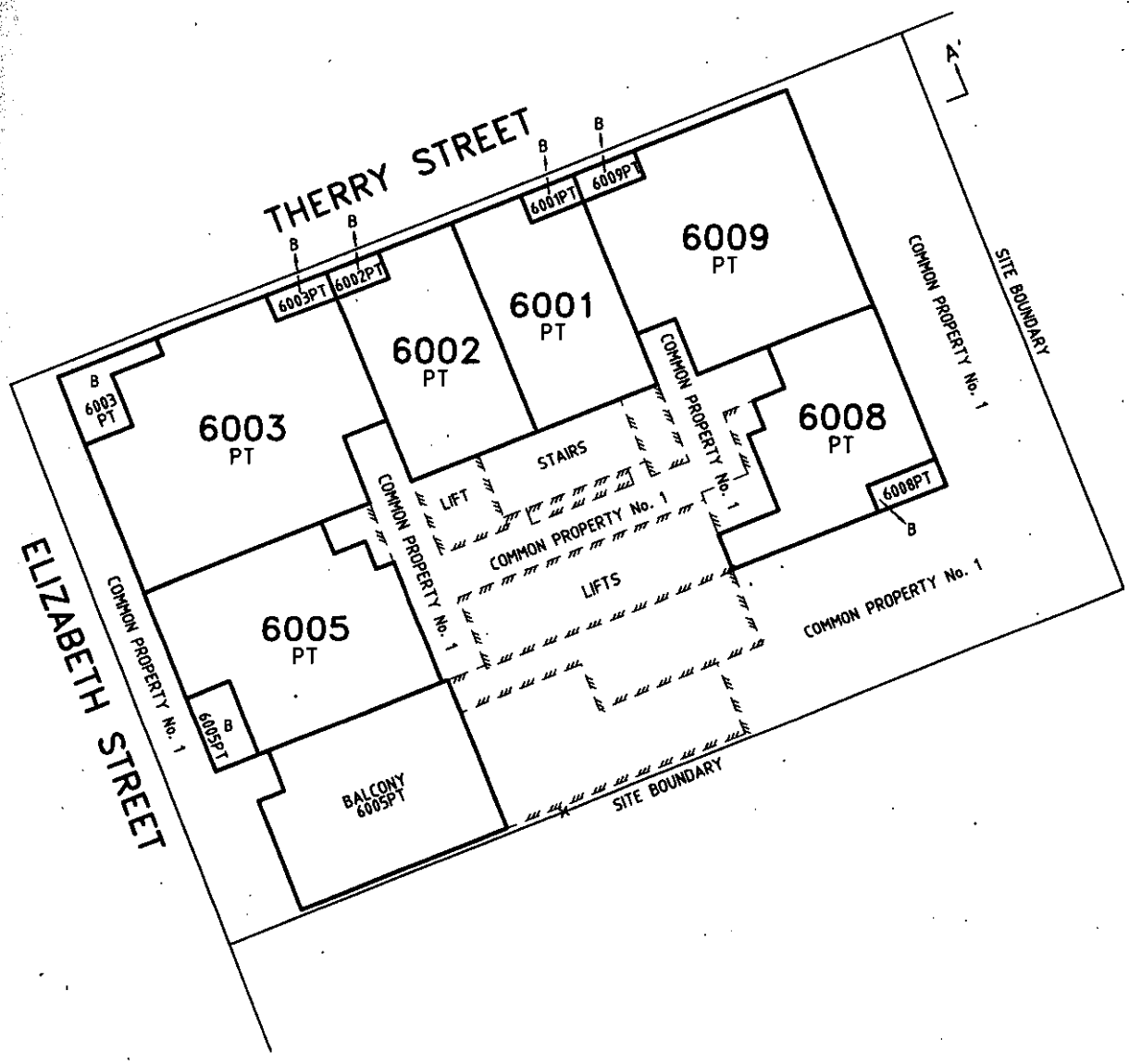
PS

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N

M.G.A. ZONE 55 94



LEVEL 60
DIAGRAM 21

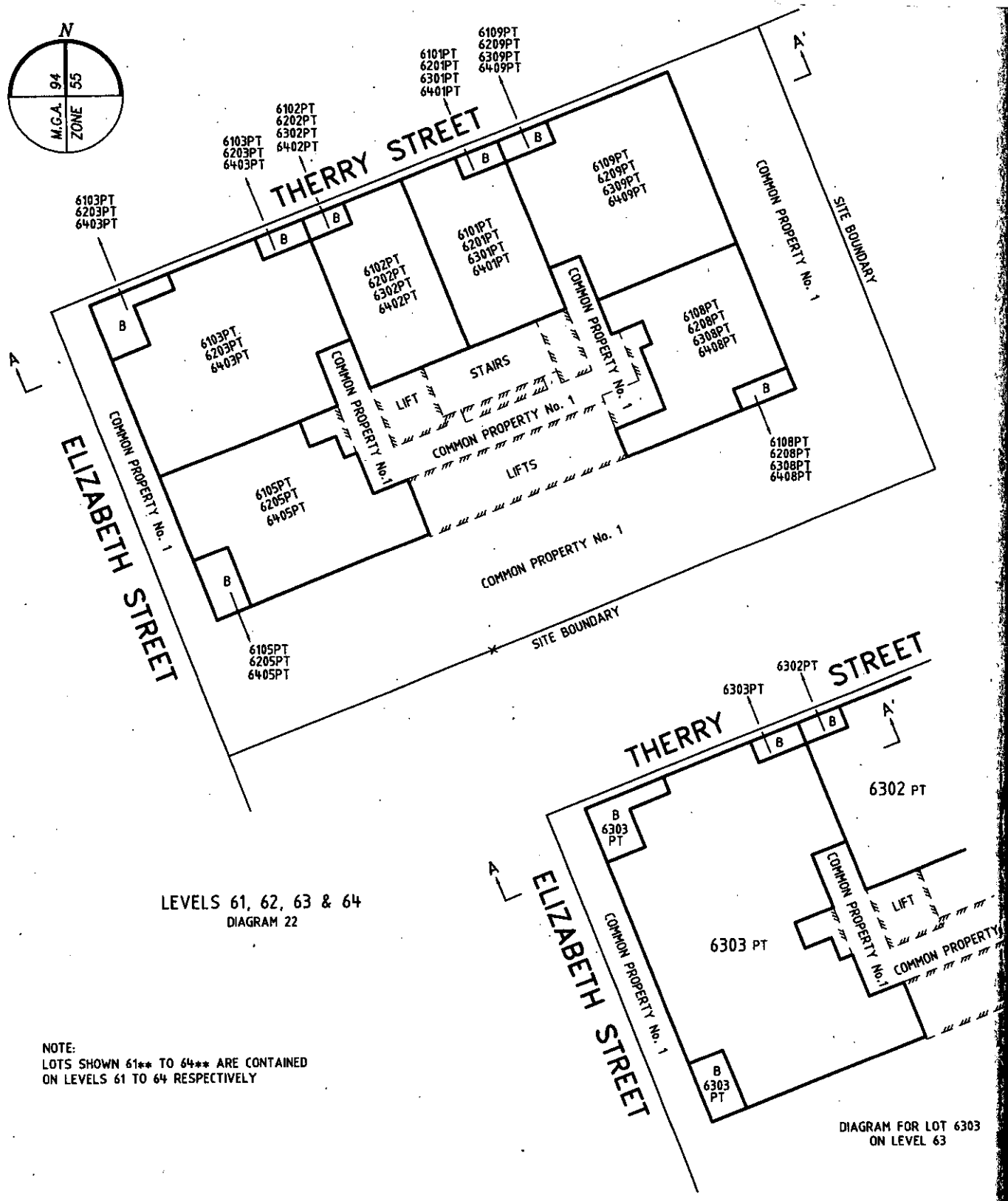
Bosco Jonson Pty Ltd A.B.N. 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel (03) 9699 1400 Fax (03) 9699 5992	LICENSED SURVEYOR ANDREI FIJAN	SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
	DATE 01/12/15	REFERENCE 29020003	ORIGINAL SHEET SIZE A3
	VERSION	DRAWING 2902000MA	SHEET 23

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PLAN OF SUBDIVISION

PS



LEVELS 61, 62, 63 & 64
DIAGRAM 22

NOTE:
LOTS SHOWN 61** TO 64** ARE CONTAINED ON LEVELS 61 TO 64 RESPECTIVELY

DIAGRAM FOR LOT 6303 ON LEVEL 63

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LICENSED SURVEYOR ANDREI FIJAN	SCALE 1:200	2 0 4 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003	ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA	SHEET 24

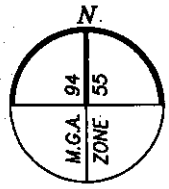
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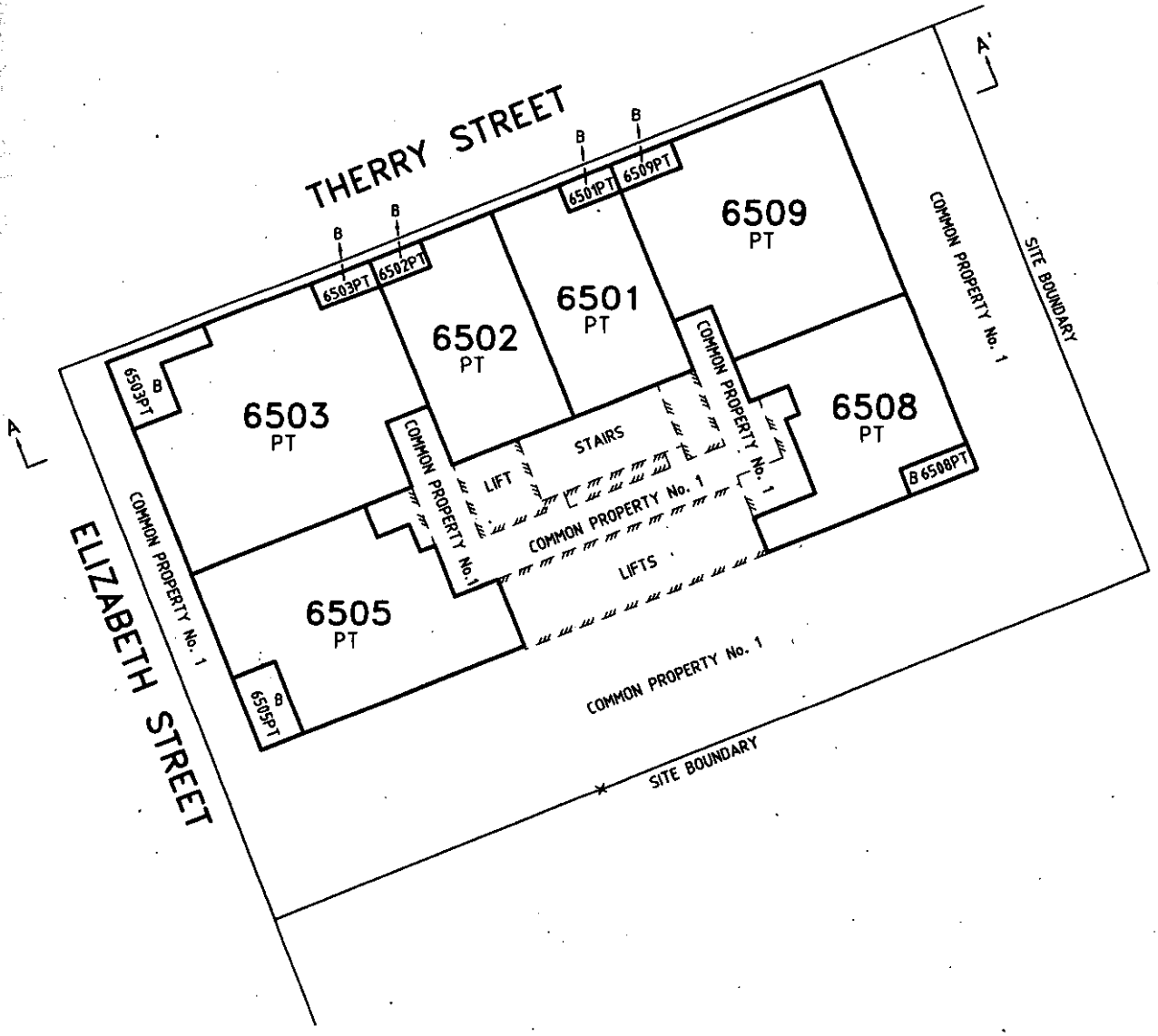
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LEVEL 65
DIAGRAM 23

LICENSED SURVEYOR ANDREI FIJAN	SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES	
DATE 01/12/15	REFERENCE 29020003	ORIGINAL SHEET SIZE A3	
VERSION	DRAWING 2902000MA	SHEET 25	

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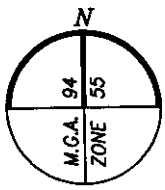
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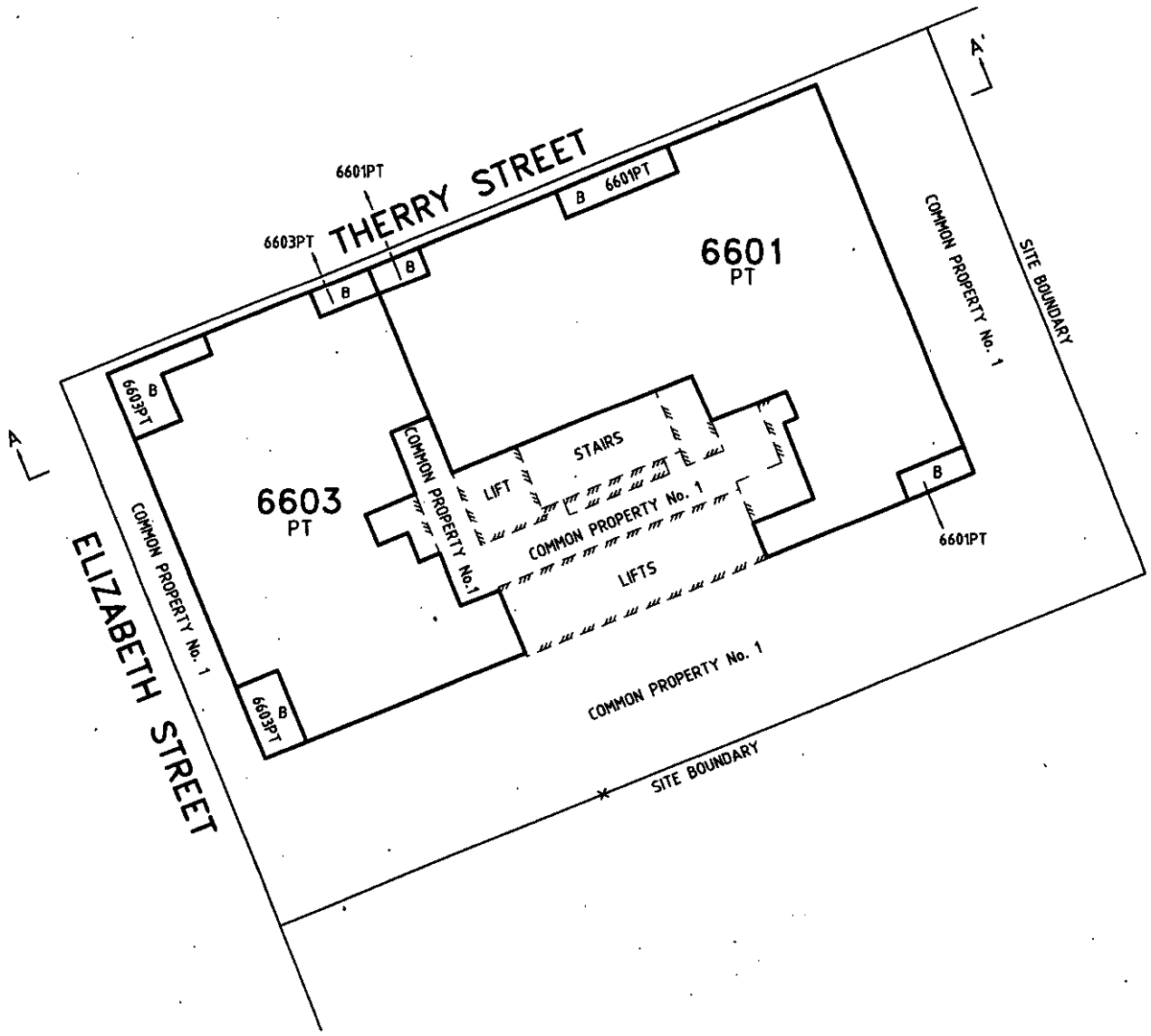
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PLAN OF SUBDIVISION

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LEVEL 66
DIAGRAM 24

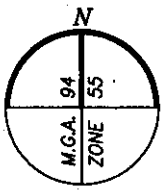
Bosco Jonson Pty Ltd A.B.N 95 282 532 842 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992	LICENSED SURVEYOR ANDREI FIJAN	SCALE 1:200	2 0 4 LENGTHS ARE IN METRES
	DATE 01/12/15	REFERENCE 29020003	ORIGINAL SHEET SIZE A3
	VERSION	DRAWING 2902000MA	SHEET 26

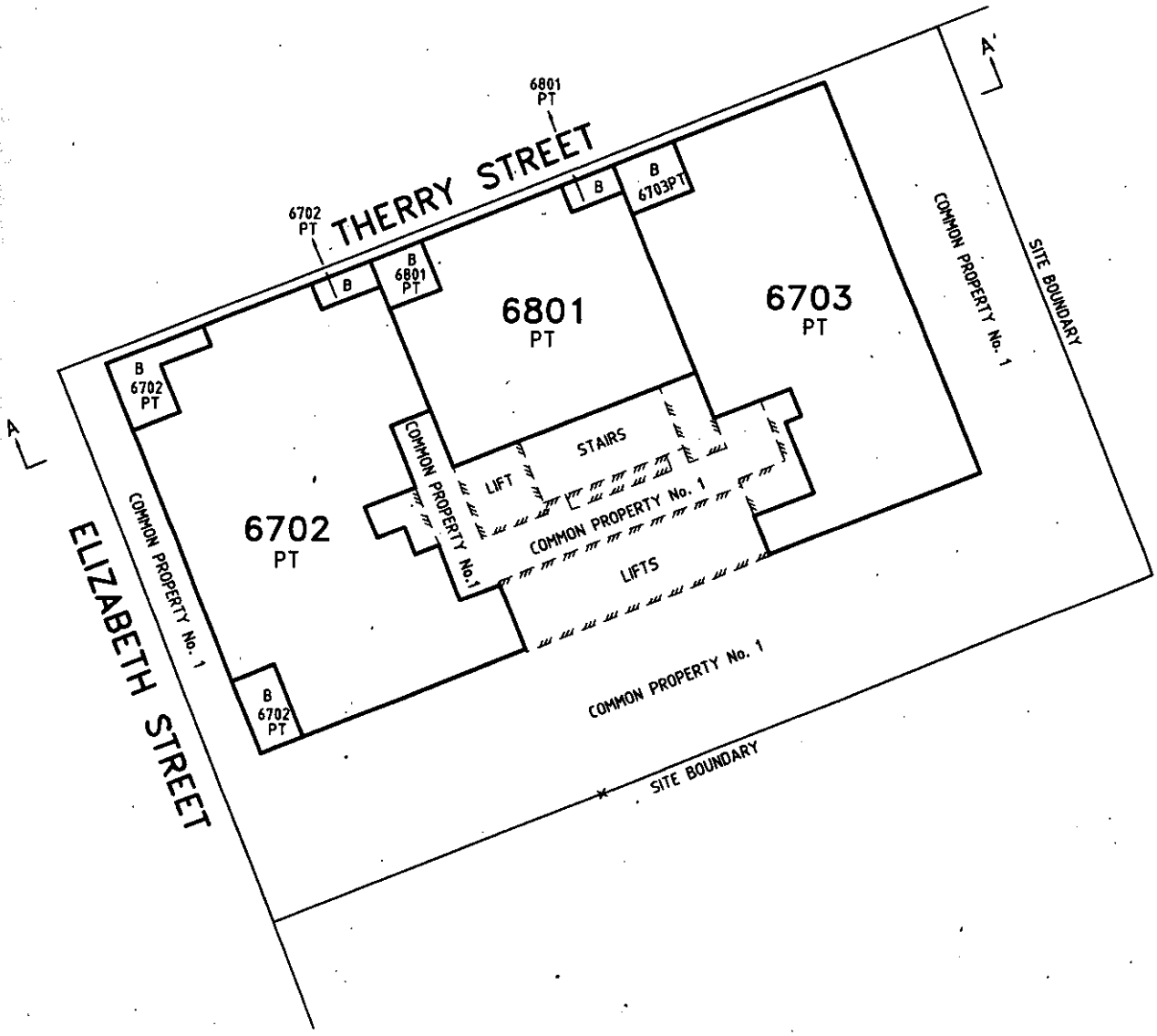
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LEVEL 67
DIAGRAM 25

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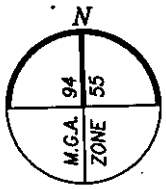
LICENSED SURVEYOR ANDREI FIJAN		SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE 01/12/15	REFERENCE 29020003		ORIGINAL SHEET SIZE A3
VERSION	DRAWING 2902000MA		SHEET 27

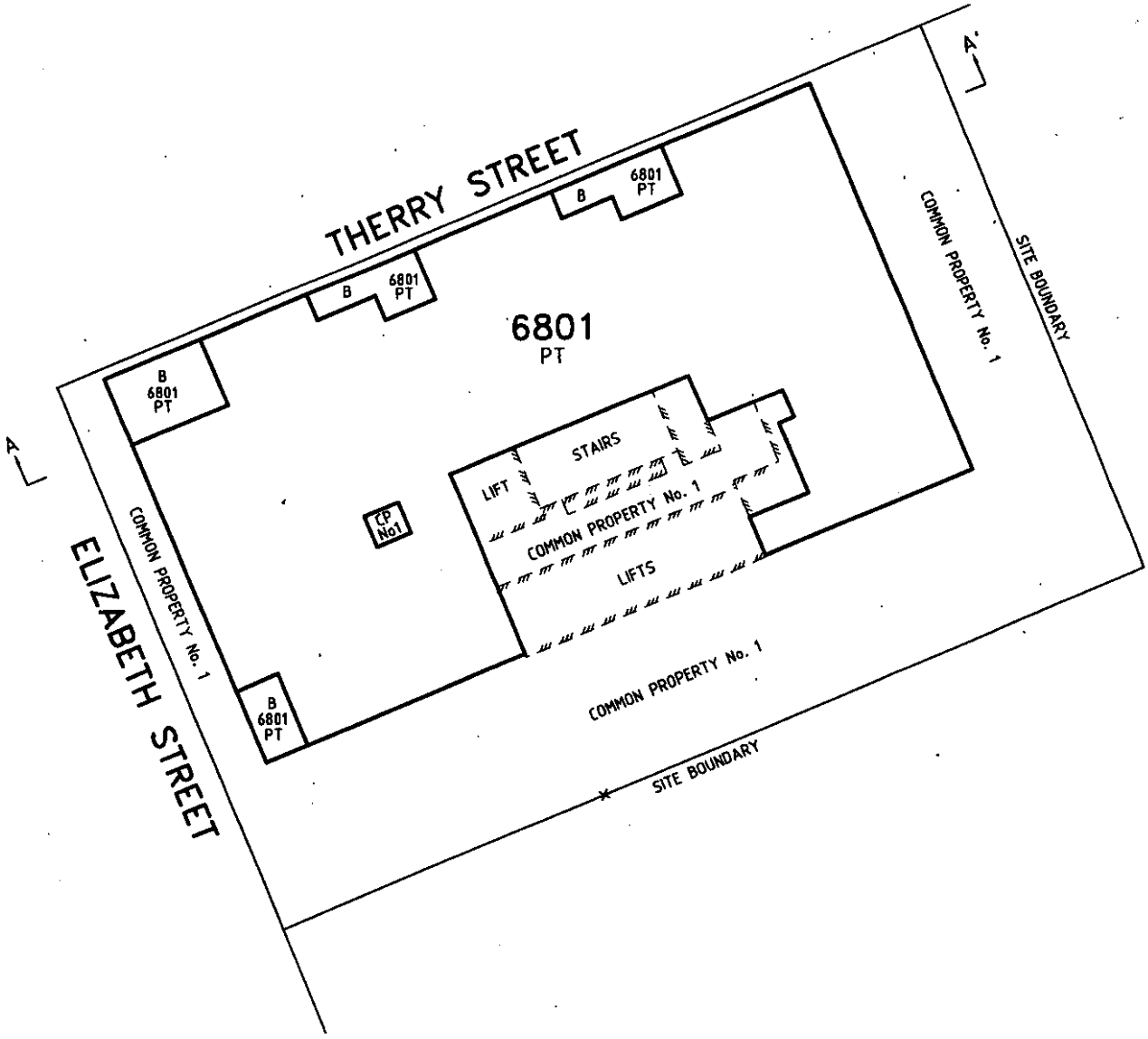
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LEVEL 68
DIAGRAM 26

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	DATE 01/12/15 VERSION	REFERENCE 29020003 DRAWING 2902000MA	ORIGINAL SHEET SIZE A3 SHEET 28

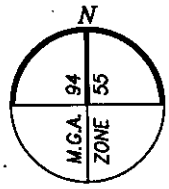
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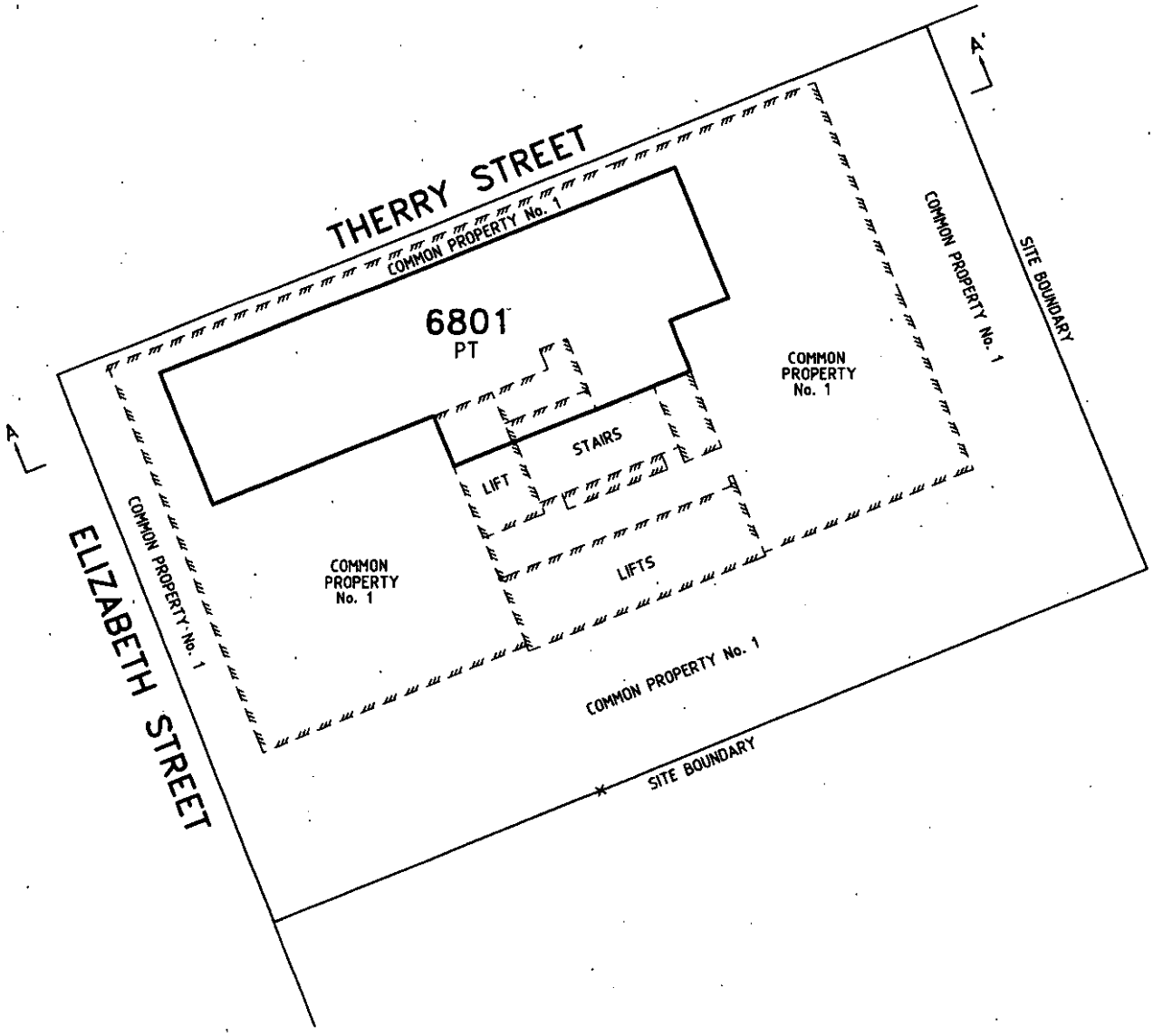
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ROOF LEVEL
DIAGRAM 27

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LICENSED SURVEYOR ANDREI FIJAN

SCALE 1:200

2 0 4 8
LENGTHS ARE IN METRES

DATE 01/12/15 REFERENCE 29020003

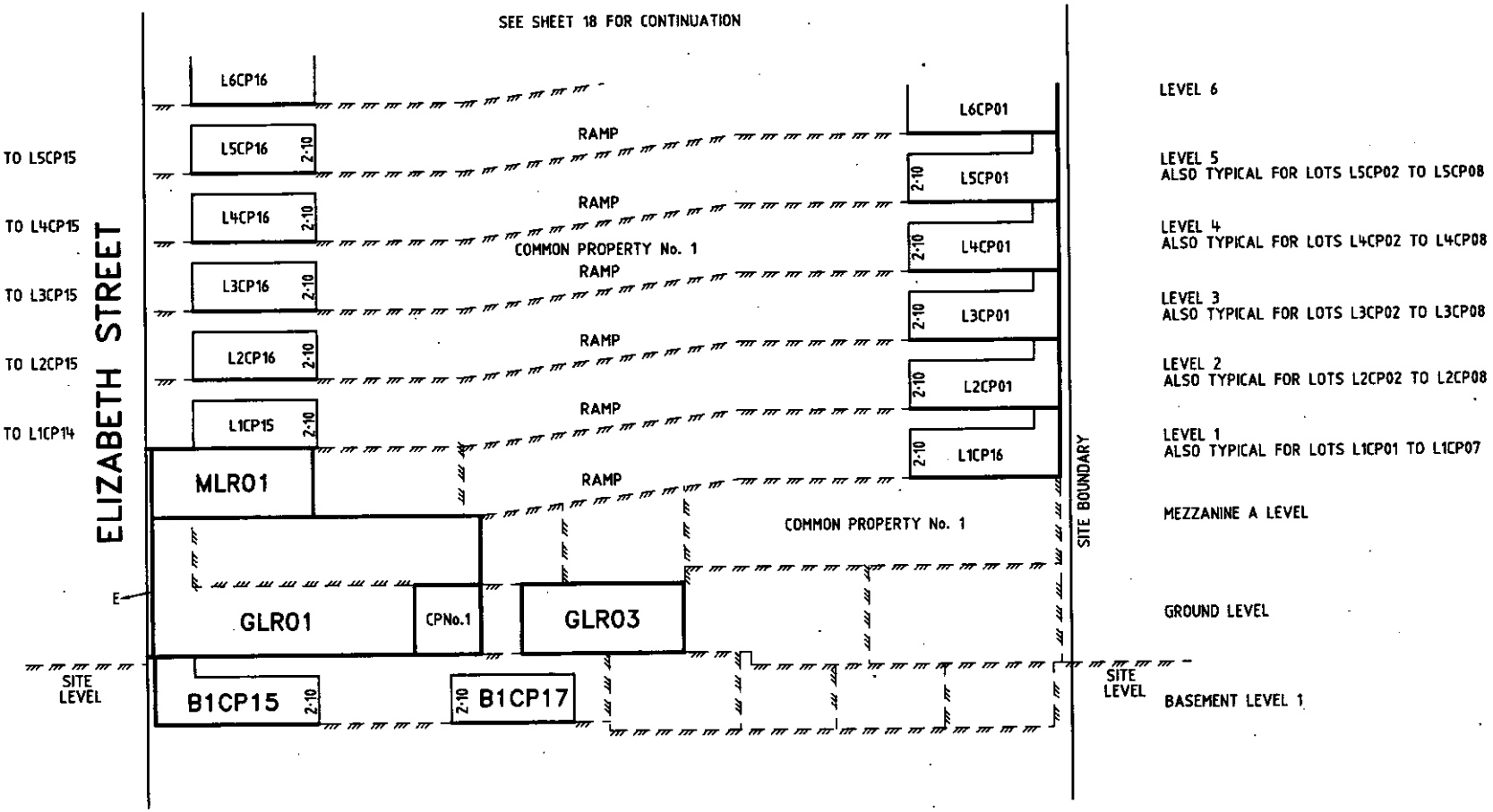
VERSION DRAWING 2902000MA

ORIGINAL SHEET SIZE A3

SHEET 29

PLAN OF SUBDIVISION

PS /S



PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB

SECTION A - A'
NOT TO SCALE

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LICENSED SURVEYOR ANDREI FIJAN

DATE 01/12/15 REFERENCE 29020003

DRAWING 29020003MA

0
LENGTHS ARE IN METRES

SCALE NTS

ORIGINAL SHEET

SHEET 30

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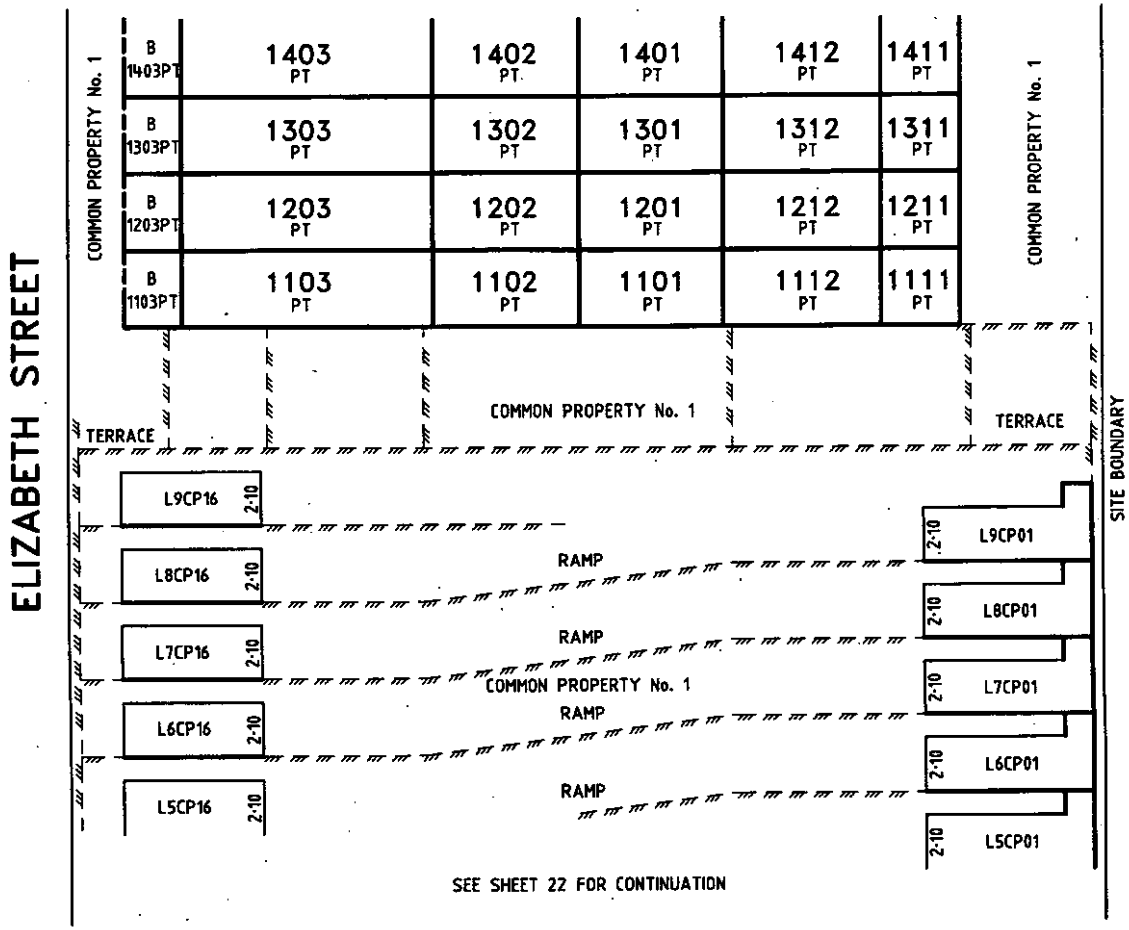
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

DATE 01/12/15 REFERENCE 29020003
VERSION DRAWING 2902000MA

PLAN OF SUBDIVISION

PS /S

SEE SHEET 24 FOR CONTINUATION



SEE SHEET 22 FOR CONTINUATION

PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB

SECTION A - A'
NOT TO SCALE

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16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR ANDREI FIJAN

DATE 01/12/15 REFERENCE 29020003
VERSION DRAWING 2902000MA

0
LENGTHS ARE IN METRES

SCALE NTS

ORIGINAL SHEET I
SHEET 31

AM488968Y
19/01/2016 $119.70 173

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PLAN OF SUBDIVISION

PS /S

SEE SHEET 25 FOR CONTINUATION

ELIZABETH STREET

COMMON PROPERTY No. 1

B 2303 PT	2303 PT	2302 PT	2301 PT	2312 PT	2311 PT
B 2203 PT	2203 PT	2202 PT	2201 PT	2212 PT	2211 PT
B 2103 PT	2103 PT	2102 PT	2101 PT	2112 PT	2111 PT
B 2003 PT	2003 PT	2002 PT	2001 PT	2012 PT	2011 PT
B 1903PT	1903 PT	1902 PT	1901 PT	1912 PT	1911 PT
B 1803PT	1803 PT	1802 PT	1801 PT	1812 PT	1811 PT
B 1703PT	1703 PT	1702 PT	1701 PT	1712 PT	1711 PT
B 1603PT	1603 PT	1602 PT	1601 PT	1612 PT	1611 PT
B 1503PT	1503 PT	1502 PT	1501 PT	1512 PT	1511 PT
B 1403PT	1403 PT	1402 PT	1401 PT	1412 PT	1411 PT
B 1303PT	1303 PT	1302 PT	1301 PT	1312 PT	1311 PT

SEE SHEET 23 FOR CONTINUATION

COMMON PROPERTY No. 1

SITE BOUNDARY

LEVEL 23
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 22
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 21
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 20
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 19
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 18
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 17
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 16
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 15
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 14
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 13
TYPICAL FOR LOTS ON THIS LEVEL

SECTION A - A'
NOT TO SCALE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 6075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill

LICENSED SURVEYOR ANDREI FIJAN

DATE 01/12/15 REFERENCE 29020003

VERSION DRAWING 29020000MA

0
LENGTHS ARE IN METRES

SCALE NTS

ORIGINAL SHEET

SHEET 32

AM488968Y
19/01/2016 $119.70 173

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PLAN OF SUBDIVISION

PS /S

SEE SHEET 26 FOR CONTINUATION

ELIZABETH STREET

COMMON PROPERTY No. 1

B 3303 PT	3303 PT	3302 PT	3301 PT	3312 PT	3311 PT
B 3203 PT	3203 PT	3202 PT	3201 PT	3212 PT	3211 PT
B 3103 PT	3103 PT	3102 PT	3101 PT	3112 PT	3111 PT
B 3003 PT	3003 PT	3002 PT	3001 PT	3012 PT	3011 PT
B 2903 PT	2903 PT	2902 PT	2901 PT	2912 PT	2911 PT
B 2803 PT	2803 PT	2802 PT	2801 PT	2812 PT	2811 PT
B 2703 PT	2703 PT	2702 PT	2701 PT	2712 PT	2711 PT
B 2603 PT	2603 PT	2602 PT	2601 PT	2612 PT	2611 PT
B 2503 PT	2503 PT	2502 PT	2501 PT	2512 PT	2511 PT
B 2403 PT	2403 PT	2402 PT	2401 PT	2412 PT	2411 PT
B 2303 PT	2303 PT	2302 PT	2301 PT	2312 PT	2311 PT
B 2203 PT	2203 PT	2202 PT	2201 PT	2212 PT	2211 PT

COMMON PROPERTY No. 1

SITE BOUNDARY

LEVEL 33
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 32
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 31
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 30
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 29
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 28
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 27
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 26
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 25
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 24
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 23
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 22
TYPICAL FOR LOTS ON THIS LEVEL

SEE SHEET 24 FOR CONTINUATION

SECTION A - A'
NOT TO SCALE

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

LICENSED SURVEYOR ANDREI FIJAN

DATE 01/12/15 REFERENCE 29020003
VERSION DRAWING 2902000MA

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LENGTHS ARE IN METRES

SCALE NTS

ORIGINAL SHEET
SHEET 33

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19/01/2016 $119.70 173

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PLAN OF SUBDIVISION

PS /S

SEE SHEET 27 FOR CONTINUATION

ELIZABETH STREET

COMMON PROPERTY No. 1

B 4203 PT	4203 PT	4202 PT	4201 PT	4212 PT	4211 PT
B 4103 PT	4103 PT	4102 PT	4101 PT	4112 PT	4111 PT
B 4003 PT	4003 PT	4002 PT	4001 PT	4012 PT	4011 PT
B 3903 PT	3903 PT	3902 PT	3901 PT	3912 PT	3911 PT
B 3803 PT	3803 PT	3802 PT	3801 PT	3812 PT	3811 PT
B 3703 PT	3703 PT	3702 PT	3701 PT	3712 PT	3711 PT
B 3603 PT	3603 PT	3602 PT	3601 PT	3612 PT	3611 PT
B 3503 PT	3503 PT	COMMON PROPERTY No. 1		3512 PT	3511 PT
B 3403 PT	3403 PT	3402 PT	3401 PT	3412 PT	3411 PT
B 3303 PT	3303 PT	3302 PT	3301 PT	3312 PT	3311 PT
B 3203 PT	3203 PT	3202 PT	3201 PT	3212 PT	3211 PT

COMMON PROPERTY No. 1

SITE BOUNDARY

LEVEL 42
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 41
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 40
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 39
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 38
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 37
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 36
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 35
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 34
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 33
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 32
TYPICAL FOR LOTS ON THIS LEVEL

SEE SHEET 25 FOR CONTINUATION

SECTION A - A'
NOT TO SCALE

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

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DATE 01/12/15 REFERENCE 29020003

VERSION DRAWING 2902000MA

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LENGTHS ARE IN METRES

SCALE NTS

ORIGINAL SHEET S

SHEET 34

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PLAN OF SUBDIVISION

PS /S

SEE SHEET 28 FOR CONTINUATION

ELIZABETH STREET

COMMON PROPERTY No. 1

B 5203 PT	5203 PT	5202 PT	5201 PT	5212 PT	5211 PT
B 5103 PT	5103 PT	5102 PT	5101 PT	5112 PT	5111 PT
B 5003 PT	5003 PT	5002 PT	5001 PT	5012 PT	5011 PT
B 4903 PT	4903 PT	4902 PT	4901 PT	4912 PT	4911 PT
B 4803 PT	4803 PT	4802 PT	4801 PT	4812 PT	4811 PT
B 4703 PT	4703 PT	4702 PT	4701 PT	4712 PT	4711 PT
B 4603 PT	4603 PT	4602 PT	4601 PT	4612 PT	4611 PT
B 4503 PT	4503 PT	4502 PT	4501 PT	4512 PT	4511 PT
B 4403 PT	4403 PT	4402 PT	4401 PT	4412 PT	4411 PT
B 4303 PT	4303 PT	4302 PT	4301 PT	4312 PT	4311 PT
B 4203 PT	4203 PT	4202 PT	4201 PT	4212 PT	4211 PT
B 4103 PT	4103 PT	4102 PT	4101 PT	4112 PT	4111 PT

COMMON PROPERTY No. 1

SITE BOUNDARY

LEVEL 52
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 51
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 50
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 49
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 48
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 47
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 46
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 45
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 44
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 43
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 42
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 41
TYPICAL FOR LOTS ON THIS LEVEL

SEE SHEET 26 FOR CONTINUATION

SECTION A - A'
NOT TO SCALE

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SCALE NTS

ORIGINAL SHEET SIZE A2

SHEET 35

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PLAN OF SUBDIVISION

PS /S

SEE SHEET 29 FOR CONTINUATION

ELIZABETH STREET

COMMON PROPERTY No. 1

B 6203 PT	6203 PT	6202 PT	6201 PT	6209 PT	
B 6103 PT	6103 PT	6102 PT	6101 PT	6109 PT	
B 6003 PT	6003 PT	6002 PT	6001 PT	6009 PT	
B 5903 PT	5903 PT	5902 PT	5901 PT	5909 PT	
B 5803 PT	5803 PT	5802 PT	5801 PT	5809 PT	
B 5703 PT	5703 PT	5702 PT	5701 PT	5709 PT	
B 5603 PT	5603 PT	5602 PT	5601 PT	5610 PT	
B 5503 PT	5503 PT	5502 PT	5501 PT	5510 PT	
B 5403 PT	5403 PT	5402 PT	5401 PT	5410 PT	
B 5303 PT	5303 PT	5302 PT	5301 PT	5310 PT	
B 5203 PT	5203 PT	5202 PT	5201 PT	5212 PT	5211 PT
B 5103 PT	5103 PT	5102 PT	5101 PT	5112 PT	5111 PT

COMMON PROPERTY No. 1

SITE BOUNDARY

LEVEL 62
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 61
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 60
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 59
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 58
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 57
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 56
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 55
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 54
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 53
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 52
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 51
TYPICAL FOR LOTS ON THIS LEVEL

SEE SHEET 27 FOR CONTINUATION

SECTION A - A'
NOT TO SCALE

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ORIGINAL SHEET SIZE A3

SHEET 36

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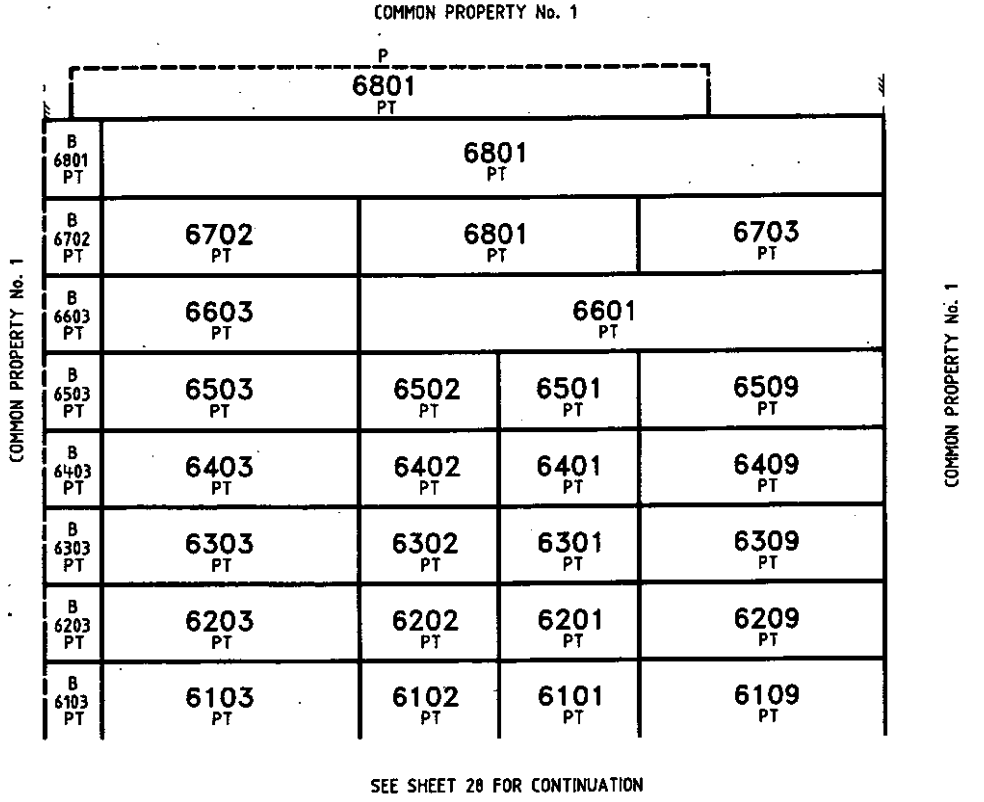
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PLAN OF SUBDIVISION

PS /S

ELIZABETH STREET



SEE SHEET 28 FOR CONTINUATION

SECTION A - A'
NOT TO SCALE

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SCALE NTS

ORIGINAL SHEET SIZE A3
SHEET 37

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS702914M

The land in PS702914M is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1101 - 1103, 1105 - 1112, 1201 - 1203, 1205 - 1212, 1301 - 1303, 1305 - 1312, 1401 - 1403, 1405 - 1412, 1501 - 1503, 1505 - 1512, 1601 - 1603, 1605 - 1612, 1701 - 1703, 1705 - 1712, 1801 - 1803, 1805 - 1812, 1901 - 1903, 1905 - 1912, 2001 - 2003, 2005 - 2012, 2101 - 2103, 2105 - 2112, 2201 - 2203, 2205 - 2212, 2301 - 2303, 2305 - 2312, 2401 - 2403, 2405 - 2412, 2501 - 2503, 2505 - 2512, 2601 - 2603, 2605 - 2612, 2701 - 2703, 2705 - 2712, 2801 - 2803, 2805 - 2812, 2901 - 2903, 2905 - 2912, 3001 - 3003, 3005 - 3012, 3101 - 3103, 3105 - 3112, 3201 - 3203, 3205 - 3212, 3301 - 3303, 3305 - 3312, 3401 - 3403, 3405 - 3412, 3503, 3505 - 3512, 3601 - 3603, 3605 - 3612, 3701 - 3703, 3705 - 3712, 3801 - 3803, 3805 - 3812, 3901 - 3903, 3905 - 3912, 4001 - 4003, 4005 - 4012, 4101 - 4103, 4105 - 4112, 4201 - 4203, 4205 - 4212, 4301 - 4303, 4305 - 4312, 4401 - 4403, 4405 - 4412, 4501 - 4503, 4505 - 4512, 4601 - 4603, 4605 - 4608, 4610 - 4612, 4701 - 4703, 4705 - 4712, 4801 - 4803, 4805 - 4812, 4901 - 4903, 4905 - 4908, 4910 - 4912, 5001 - 5003, 5005 - 5012, 5101 - 5103, 5105 - 5112, 5201 - 5203, 5205 - 5212, 5301 - 5303, 5305 - 5308, 5310, 5401 - 5403, 5405 - 5410, 5501 - 5503, 5505 - 5510, 5601 - 5603, 5605 - 5610, 5701 - 5703, 5705 - 5709, 5801 - 5803, 5805 - 5809, 5901 - 5903, 5905 - 5909, 6001 - 6003, 6005, 6008, 6009, 6101 - 6103, 6105, 6108, 6109, 6201 - 6203, 6205, 6208, 6209, 6301 - 6303, 6308, 6309, 6401 - 6403, 6405, 6408, 6409, 6501 - 6503, 6505, 6508, 6509, 6601, 6603, 6702, 6703, 6801, B1CP08, B1CP09, B1CP10, B1CP11, B1CP12, B1CP13, B1CP14, B1CP15, B1CP16, B1CP17, B1ST01, B1ST02, B1ST03, B1ST04, B1ST05, B1ST06, B1ST07, B1ST08, B1ST09, B1ST10, GLR01, GLR02, GLR03, L1CP01, L1CP02, L1CP03, L1CP04, L1CP05, L1CP06, L1CP07, L1CP08, L1CP09, L1CP10, L1CP11, L1CP12, L1CP13, L1CP14, L1CP15, L1CP16, L1ST01, L1ST02, L1ST03, L1ST04, L1ST05, L1ST06, L2CP01, L2CP02, L2CP03, L2CP04, L2CP05, L2CP06, L2CP07, L2CP08, L2CP09, L2CP10, L2CP11, L2CP12, L2CP13, L2CP14, L2CP15, L2CP16, L2ST01, L2ST02, L2ST03, L2ST04, L2ST05, L2ST06, L3CP01, L3CP02, L3CP03, L3CP04, L3CP05, L3CP06, L3CP07, L3CP08, L3CP09, L3CP10, L3CP11, L3CP12, L3CP13, L3CP14, L3CP15, L3CP16, L3ST01, L3ST02, L3ST03, L3ST04, L3ST05, L3ST06, L4CP01, L4CP02, L4CP03, L4CP04, L4CP05, L4CP06, L4CP07, L4CP08, L4CP09, L4CP10, L4CP11, L4CP12, L4CP13, L4CP14, L4CP15, L4CP16, L4ST01, L4ST02, L4ST03, L4ST04, L4ST05, L4ST06, L5CP01, L5CP02, L5CP03, L5CP04, L5CP05, L5CP06, L5CP07, L5CP08, L5CP09, L5CP10, L5CP11, L5CP12, L5CP13, L5CP14, L5CP15, L5CP16, L5ST01, L5ST02, L5ST03, L5ST04, L5ST05, L5ST06, L6CP01, L6CP02, L6CP03, L6CP04, L6CP05, L6CP06, L6CP07, L6CP08, L6CP09, L6CP10, L6CP11, L6CP12, L6CP13, L6CP14, L6CP15, L6CP16, L6ST01, L6ST02, L6ST03, L6ST04, L6ST05, L6ST06, L7CP01, L7CP02, L7CP03, L7CP04, L7CP05, L7CP06, L7CP07, L7CP08, L7CP09, L7CP10, L7CP11, L7CP12, L7CP13, L7CP14, L7CP15, L7CP16, L7ST01, L7ST02, L7ST03, L7ST04, L7ST05, L7ST06, L8CP01, L8CP02, L8CP03, L8CP04, L8CP05, L8CP06, L8CP07, L8CP08, L8CP09, L8CP10, L8CP11, L8CP12, L8CP13, L8CP14, L8CP15, L8CP16, L8ST01, L8ST02, L8ST03, L8ST04, L9CP01, L9CP02, L9CP03, L9CP04, L9CP05, L9CP06, L9CP07, L9CP08, L9CP09, L9CP10, L9CP11, L9CP12, L9CP13, L9CP14, L9CP15, L9CP16, L9CP17, L9CP18, L9ST01, L9ST02, MLR01, MLST01, MLST02, MLST03, MLST04, MLST05, MLST06.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

BRADY VISION (VIC) PTY LTD GROUND FLOOR 270 KING STREET MELBOURNE VIC 3000

OC029332M 10/02/2016

Owners Corporation Manager:

NIL

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS702914M

Rules:

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

Owners Corporation Rules:

1. OC029333K 10/02/2016

Additional Owners Corporation Information:

OC029332M 10/02/2016

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1101	157	51
Lot 1102	157	51
Lot 1103	310	103
Lot 1105	227	74
Lot 1106	197	63
Lot 1107	187	61
Lot 1108	100	34
Lot 1109	120	38
Lot 1110	190	60
Lot 1111	204	64
Lot 1112	160	54
Lot 1201	157	51
Lot 1202	157	51
Lot 1203	311	103
Lot 1205	227	74
Lot 1206	197	63
Lot 1207	187	61
Lot 1208	101	34
Lot 1209	121	38
Lot 1210	191	60
Lot 1211	204	64

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS702914M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1212	161	54
Lot 1301	158	51
Lot 1302	158	51
Lot 1303	311	103
Lot 1305	228	74
Lot 1306	198	63
Lot 1307	188	61
Lot 1308	101	34
Lot 1309	121	38
Lot 1310	191	60
Lot 1311	204	64
Lot 1312	161	54
Lot 1401	158	51
Lot 1402	158	51
Lot 1403	311	103
Lot 1405	228	74
Lot 1406	198	63
Lot 1407	188	61
Lot 1408	101	34
Lot 1409	121	38
Lot 1410	191	60
Lot 1411	205	64
Lot 1412	161	54
Lot 1501	158	51
Lot 1502	158	51
Lot 1503	312	103
Lot 1505	228	74
Lot 1506	198	63
Lot 1507	188	61

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OWNERS CORPORATION 1
PLAN NO. PS702914M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1508	102	34
Lot 1509	122	38
Lot 1510	192	60
Lot 1511	205	64
Lot 1512	162	54
Lot 1601	159	51
Lot 1602	159	51
Lot 1603	312	103
Lot 1605	229	74
Lot 1606	199	63
Lot 1607	189	61
Lot 1608	102	34
Lot 1609	122	38
Lot 1610	192	60
Lot 1611	205	64
Lot 1612	162	54
Lot 1701	159	51
Lot 1702	159	51
Lot 1703	312	103
Lot 1705	229	74
Lot 1706	199	63
Lot 1707	189	61
Lot 1708	102	34
Lot 1709	122	38
Lot 1710	192	60
Lot 1711	206	64
Lot 1712	162	54
Lot 1801	159	51
Lot 1802	159	51

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Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS702914M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1803	313	103
Lot 1805	229	74
Lot 1806	199	63
Lot 1807	189	61
Lot 1808	103	34
Lot 1809	123	38
Lot 1810	193	60
Lot 1811	206	64
Lot 1812	163	54
Lot 1901	160	51
Lot 1902	160	51
Lot 1903	313	103
Lot 1905	230	74
Lot 1906	200	63
Lot 1907	190	61
Lot 1908	103	34
Lot 1909	123	38
Lot 1910	193	60
Lot 1911	206	64
Lot 1912	163	54
Lot 2001	160	51
Lot 2002	160	51
Lot 2003	313	103
Lot 2005	230	74
Lot 2006	200	63
Lot 2007	190	61
Lot 2008	103	34
Lot 2009	123	38
Lot 2010	193	60

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS702914M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2011	207	64
Lot 2012	163	54
Lot 2101	160	51
Lot 2102	160	51
Lot 2103	314	103
Lot 2105	230	74
Lot 2106	200	63
Lot 2107	190	61
Lot 2108	104	34
Lot 2109	124	38
Lot 2110	190	60
Lot 2111	207	64
Lot 2112	164	54
Lot 2201	161	51
Lot 2202	161	51
Lot 2203	314	103
Lot 2205	231	74
Lot 2206	201	63
Lot 2207	191	61
Lot 2208	104	34
Lot 2209	124	38
Lot 2210	194	60
Lot 2211	207	64
Lot 2212	164	54
Lot 2301	161	51
Lot 2302	161	51
Lot 2303	314	103
Lot 2305	231	74
Lot 2306	201	63

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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OWNERS CORPORATION 1
PLAN NO. PS702914M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2307	191	61
Lot 2308	104	34
Lot 2309	124	38
Lot 2310	194	60
Lot 2311	208	64
Lot 2312	164	54
Lot 2401	161	51
Lot 2402	161	51
Lot 2403	315	103
Lot 2405	231	74
Lot 2406	201	63
Lot 2407	191	61
Lot 2408	105	34
Lot 2409	125	38
Lot 2410	195	60
Lot 2411	208	64
Lot 2412	165	54
Lot 2501	162	51
Lot 2502	162	51
Lot 2503	315	103
Lot 2505	232	74
Lot 2506	202	63
Lot 2507	192	61
Lot 2508	105	34
Lot 2509	125	38
Lot 2510	195	60
Lot 2511	208	64
Lot 2512	165	54
Lot 2601	162	51

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OWNERS CORPORATION 1
PLAN NO. PS702914M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2602	162	51
Lot 2603	315	103
Lot 2605	232	74
Lot 2606	202	63
Lot 2607	192	61
Lot 2608	105	34
Lot 2609	125	38
Lot 2610	195	60
Lot 2611	209	64
Lot 2612	165	54
Lot 2701	162	51
Lot 2702	162	51
Lot 2703	316	103
Lot 2705	232	74
Lot 2706	202	63
Lot 2707	192	61
Lot 2708	106	34
Lot 2709	126	38
Lot 2710	196	60
Lot 2711	209	64
Lot 2712	166	54
Lot 2801	163	51
Lot 2802	163	51
Lot 2803	316	103
Lot 2805	233	74
Lot 2806	203	63
Lot 2807	193	61
Lot 2808	106	34
Lot 2809	126	38

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2810	196	60
Lot 2811	209	64
Lot 2812	166	54
Lot 2901	163	51
Lot 2902	163	51
Lot 2903	316	103
Lot 2905	233	74
Lot 2906	203	63
Lot 2907	193	61
Lot 2908	106	34
Lot 2909	126	38
Lot 2910	196	60
Lot 2911	210	64
Lot 2912	166	54
Lot 3001	163	51
Lot 3002	163	51
Lot 3003	317	103
Lot 3005	233	74
Lot 3006	203	63
Lot 3007	193	61
Lot 3008	107	34
Lot 3009	127	38
Lot 3010	197	60
Lot 3011	210	64
Lot 3012	167	54
Lot 3101	164	51
Lot 3102	164	51
Lot 3103	317	103
Lot 3105	234	74

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3106	204	63
Lot 3107	194	61
Lot 3108	107	34
Lot 3109	127	38
Lot 3110	197	60
Lot 3111	210	64
Lot 3112	167	54
Lot 3201	164	51
Lot 3202	164	51
Lot 3203	317	103
Lot 3205	234	74
Lot 3206	204	63
Lot 3207	194	61
Lot 3208	107	34
Lot 3209	127	38
Lot 3210	197	60
Lot 3211	211	64
Lot 3212	167	54
Lot 3301	164	51
Lot 3302	164	51
Lot 3303	318	103
Lot 3305	234	74
Lot 3306	204	63
Lot 3307	194	61
Lot 3308	108	34
Lot 3309	128	38
Lot 3310	198	60
Lot 3311	211	64
Lot 3312	168	54

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3401	165	51
Lot 3402	165	51
Lot 3403	318	103
Lot 3405	235	74
Lot 3406	205	63
Lot 3407	195	61
Lot 3408	108	34
Lot 3409	128	38
Lot 3410	198	60
Lot 3411	211	64
Lot 3412	168	54
Lot 3503	366	78
Lot 3505	253	54
Lot 3506	205	63
Lot 3507	195	61
Lot 3508	108	34
Lot 3509	128	38
Lot 3510	198	60
Lot 3511	212	64
Lot 3512	168	54
Lot 3601	165	51
Lot 3602	165	51
Lot 3603	319	104
Lot 3605	235	73
Lot 3606	205	64
Lot 3607	195	61
Lot 3608	109	35
Lot 3609	129	38
Lot 3610	199	60

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3611	212	64
Lot 3612	169	54
Lot 3701	166	51
Lot 3702	166	51
Lot 3703	319	104
Lot 3705	236	73
Lot 3706	206	64
Lot 3707	196	61
Lot 3708	109	35
Lot 3709	129	38
Lot 3710	199	60
Lot 3711	212	64
Lot 3712	169	54
Lot 3801	166	51
Lot 3802	166	51
Lot 3803	319	104
Lot 3805	236	73
Lot 3806	206	64
Lot 3807	196	61
Lot 3808	109	35
Lot 3809	129	38
Lot 3810	199	60
Lot 3811	213	64
Lot 3812	169	54
Lot 3901	166	51
Lot 3902	166	51
Lot 3903	320	104
Lot 3905	236	73
Lot 3906	206	64

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3907	196	61
Lot 3908	110	35
Lot 3909	130	38
Lot 3910	200	60
Lot 3911	213	64
Lot 3912	170	54
Lot 4001	167	51
Lot 4002	167	51
Lot 4003	320	104
Lot 4005	237	73
Lot 4006	207	64
Lot 4007	197	61
Lot 4008	110	35
Lot 4009	130	38
Lot 4010	200	60
Lot 4011	213	64
Lot 4012	170	54
Lot 4101	167	51
Lot 4102	167	51
Lot 4103	320	104
Lot 4105	237	73
Lot 4106	207	64
Lot 4107	197	61
Lot 4108	110	35
Lot 4109	130	38
Lot 4110	200	60
Lot 4111	214	64
Lot 4112	170	54
Lot 4201	167	51

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4202	167	51
Lot 4203	321	104
Lot 4205	237	73
Lot 4206	207	64
Lot 4207	197	61
Lot 4208	111	35
Lot 4209	131	38
Lot 4210	201	60
Lot 4211	214	64
Lot 4212	171	54
Lot 4301	168	51
Lot 4302	168	51
Lot 4303	321	104
Lot 4305	238	73
Lot 4306	208	64
Lot 4307	198	61
Lot 4308	111	35
Lot 4309	131	38
Lot 4310	201	60
Lot 4311	214	64
Lot 4312	171	54
Lot 4401	168	51
Lot 4402	168	51
Lot 4403	321	104
Lot 4405	238	73
Lot 4406	208	64
Lot 4407	198	61
Lot 4408	111	35
Lot 4409	131	38

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4410	201	60
Lot 4411	215	64
Lot 4412	171	54
Lot 4501	168	51
Lot 4502	168	51
Lot 4503	322	104
Lot 4505	238	73
Lot 4506	208	64
Lot 4507	198	61
Lot 4508	112	35
Lot 4509	132	38
Lot 4510	202	60
Lot 4511	215	64
Lot 4512	172	54
Lot 4601	169	51
Lot 4602	169	51
Lot 4603	322	105
Lot 4605	239	73
Lot 4606	209	64
Lot 4607	199	61
Lot 4608	244	74
Lot 4610	202	59
Lot 4611	215	65
Lot 4612	172	55
Lot 4701	169	51
Lot 4702	169	51
Lot 4703	322	105
Lot 4705	239	73
Lot 4706	209	64

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4707	199	61
Lot 4708	112	36
Lot 4709	132	38
Lot 4710	202	59
Lot 4711	216	65
Lot 4712	172	55
Lot 4801	169	51
Lot 4802	169	51
Lot 4803	323	105
Lot 4805	239	73
Lot 4806	209	64
Lot 4807	199	61
Lot 4808	113	36
Lot 4809	133	38
Lot 4810	203	59
Lot 4811	216	65
Lot 4812	173	55
Lot 4901	170	51
Lot 4902	170	51
Lot 4903	323	105
Lot 4905	240	73
Lot 4906	210	64
Lot 4907	200	61
Lot 4908	246	74
Lot 4910	203	59
Lot 4911	216	65
Lot 4912	173	55
Lot 5001	170	51
Lot 5002	170	51

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5003	323	105
Lot 5005	240	73
Lot 5006	210	64
Lot 5007	200	61
Lot 5008	113	36
Lot 5009	133	38
Lot 5010	203	59
Lot 5011	217	65
Lot 5012	173	55
Lot 5101	170	51
Lot 5102	170	51
Lot 5103	324	105
Lot 5105	240	73
Lot 5106	210	64
Lot 5107	200	61
Lot 5108	114	36
Lot 5109	134	38
Lot 5110	204	59
Lot 5111	217	65
Lot 5112	174	55
Lot 5201	171	51
Lot 5202	171	51
Lot 5203	324	105
Lot 5205	241	73
Lot 5206	211	64
Lot 5207	201	61
Lot 5208	114	36
Lot 5209	134	38
Lot 5210	204	59

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5211	217	65
Lot 5212	174	55
Lot 5301	171	51
Lot 5302	171	51
Lot 5303	324	105
Lot 5305	241	73
Lot 5306	211	64
Lot 5307	201	61
Lot 5308	400	98
Lot 5310	358	91
Lot 5401	171	51
Lot 5402	171	51
Lot 5403	325	105
Lot 5405	241	73
Lot 5406	211	64
Lot 5407	201	61
Lot 5408	115	36
Lot 5409	218	61
Lot 5410	301	91
Lot 5501	172	51
Lot 5502	172	51
Lot 5503	325	105
Lot 5505	242	73
Lot 5506	212	64
Lot 5507	202	61
Lot 5508	115	36
Lot 5509	218	61
Lot 5510	302	91
Lot 5601	172	51

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5602	172	51
Lot 5603	325	105
Lot 5605	242	73
Lot 5606	212	64
Lot 5607	219	63
Lot 5608	115	36
Lot 5609	219	61
Lot 5610	302	91
Lot 5701	172	51
Lot 5702	172	51
Lot 5703	326	105
Lot 5705	242	73
Lot 5706	212	64
Lot 5707	219	63
Lot 5708	252	56
Lot 5709	302	91
Lot 5801	173	51
Lot 5802	173	51
Lot 5803	326	105
Lot 5805	243	73
Lot 5806	213	64
Lot 5807	219	63
Lot 5808	216	56
Lot 5809	303	91
Lot 5901	173	51
Lot 5902	173	51
Lot 5903	326	105
Lot 5905	243	73
Lot 5906	213	64

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5907	220	63
Lot 5908	216	56
Lot 5909	303	91
Lot 6001	173	51
Lot 6002	173	51
Lot 6003	327	105
Lot 6005	310	74
Lot 6008	217	56
Lot 6009	303	91
Lot 6101	174	51
Lot 6102	174	51
Lot 6103	327	105
Lot 6105	260	80
Lot 6108	217	56
Lot 6109	304	91
Lot 6201	174	51
Lot 6202	174	51
Lot 6203	327	105
Lot 6205	261	80
Lot 6208	217	56
Lot 6209	304	91
Lot 6301	174	51
Lot 6302	174	51
Lot 6303	589	185
Lot 6308	218	56
Lot 6309	304	91
Lot 6401	175	51
Lot 6402	175	51
Lot 6403	328	105

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Land Parcel	Entitlement	Liability
Lot 6405	261	80
Lot 6408	218	56
Lot 6409	305	91
Lot 6501	175	51
Lot 6502	175	51
Lot 6503	328	107
Lot 6505	262	80
Lot 6508	218	56
Lot 6509	305	91
Lot 6601	874	249
Lot 6603	591	185
Lot 6702	591	185
Lot 6703	525	147
Lot 6801	1821	402
Lot B1CP08	33	9
Lot B1CP09	33	9
Lot B1CP10	33	9
Lot B1CP11	33	9
Lot B1CP12	33	9
Lot B1CP13	33	9
Lot B1CP14	33	9
Lot B1CP15	33	9
Lot B1CP16	33	8
Lot B1CP17	33	8
Lot B1ST01	1	1
Lot B1ST02	1	1
Lot B1ST03	1	1
Lot B1ST04	1	1
Lot B1ST05	1	1

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Land Parcel	Entitlement	Liability
Lot B1ST06	1	1
Lot B1ST07	1	1
Lot B1ST08	1	1
Lot B1ST09	1	1
Lot B1ST10	1	1
Lot GLR01	255	77
Lot GLR02	193	58
Lot GLR03	74	22
Lot L1CP01	33	9
Lot L1CP02	33	9
Lot L1CP03	33	9
Lot L1CP04	33	8
Lot L1CP05	33	9
Lot L1CP06	33	9
Lot L1CP07	33	9
Lot L1CP08	33	8
Lot L1CP09	33	8
Lot L1CP10	33	8
Lot L1CP11	33	8
Lot L1CP12	33	8
Lot L1CP13	33	8
Lot L1CP14	33	8
Lot L1CP15	33	8
Lot L1CP16	33	9
Lot L1ST01	1	1
Lot L1ST02	1	1
Lot L1ST03	1	1
Lot L1ST04	1	1
Lot L1ST05	1	1

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Land Parcel	Entitlement	Liability
Lot L1ST06	1	1
Lot L2CP01	33	9
Lot L2CP02	33	9
Lot L2CP03	33	9
Lot L2CP04	33	9
Lot L2CP05	33	9
Lot L2CP06	33	9
Lot L2CP07	33	9
Lot L2CP08	33	9
Lot L2CP09	33	8
Lot L2CP10	33	8
Lot L2CP11	33	8
Lot L2CP12	33	8
Lot L2CP13	33	8
Lot L2CP14	33	8
Lot L2CP15	33	8
Lot L2CP16	33	8
Lot L2ST01	1	1
Lot L2ST02	1	1
Lot L2ST03	1	1
Lot L2ST04	1	1
Lot L2ST05	1	1
Lot L2ST06	1	1
Lot L3CP01	33	9
Lot L3CP02	33	9
Lot L3CP03	33	9
Lot L3CP04	33	9
Lot L3CP05	33	9
Lot L3CP06	33	9

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Land Parcel	Entitlement	Liability
Lot L3CP07	33	9
Lot L3CP08	33	9
Lot L3CP09	33	8
Lot L3CP10	33	8
Lot L3CP11	33	8
Lot L3CP12	33	8
Lot L3CP13	33	8
Lot L3CP14	33	8
Lot L3CP15	33	8
Lot L3CP16	33	8
Lot L3ST01	1	1
Lot L3ST02	1	1
Lot L3ST03	1	1
Lot L3ST04	1	1
Lot L3ST05	1	1
Lot L3ST06	1	1
Lot L4CP01	33	9
Lot L4CP02	33	9
Lot L4CP03	33	9
Lot L4CP04	33	9
Lot L4CP05	33	9
Lot L4CP06	33	9
Lot L4CP07	33	9
Lot L4CP08	33	9
Lot L4CP09	33	8
Lot L4CP10	33	8
Lot L4CP11	33	8
Lot L4CP12	33	8
Lot L4CP13	33	8

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot L4CP14	33	8
Lot L4CP15	33	8
Lot L4CP16	33	8
Lot L4ST01	1	1
Lot L4ST02	1	1
Lot L4ST03	1	1
Lot L4ST04	1	1
Lot L4ST05	1	1
Lot L4ST06	1	1
Lot L5CP01	33	9
Lot L5CP02	33	9
Lot L5CP03	33	9
Lot L5CP04	33	9
Lot L5CP05	33	9
Lot L5CP06	33	9
Lot L5CP07	33	9
Lot L5CP08	33	9
Lot L5CP09	33	8
Lot L5CP10	33	8
Lot L5CP11	33	8
Lot L5CP12	33	8
Lot L5CP13	33	8
Lot L5CP14	33	8
Lot L5CP15	33	8
Lot L5CP16	33	8
Lot L5ST01	1	1
Lot L5ST02	1	1
Lot L5ST03	1	1
Lot L5ST04	1	1

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 29/02/2024 07:16:16 PM

OWNERS CORPORATION 1
PLAN NO. PS702914M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot L5ST05	1	1
Lot L5ST06	1	1
Lot L6CP01	33	9
Lot L6CP02	33	9
Lot L6CP03	33	9
Lot L6CP04	33	9
Lot L6CP05	33	9
Lot L6CP06	33	9
Lot L6CP07	33	9
Lot L6CP08	33	9
Lot L6CP09	33	8
Lot L6CP10	33	8
Lot L6CP11	33	8
Lot L6CP12	33	8
Lot L6CP13	33	8
Lot L6CP14	33	8
Lot L6CP15	33	8
Lot L6CP16	33	8
Lot L6ST01	1	1
Lot L6ST02	1	1
Lot L6ST03	1	1
Lot L6ST04	1	1
Lot L6ST05	1	1
Lot L6ST06	1	1
Lot L7CP01	33	9
Lot L7CP02	33	9
Lot L7CP03	33	9
Lot L7CP04	33	9
Lot L7CP05	33	9

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 29/02/2024 07:16:16 PM

OWNERS CORPORATION 1
PLAN NO. PS702914M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot L7CP06	33	9
Lot L7CP07	33	9
Lot L7CP08	33	9
Lot L7CP09	33	8
Lot L7CP10	33	8
Lot L7CP11	33	8
Lot L7CP12	33	8
Lot L7CP13	33	8
Lot L7CP14	33	8
Lot L7CP15	33	8
Lot L7CP16	33	8
Lot L7ST01	1	1
Lot L7ST02	1	1
Lot L7ST03	1	1
Lot L7ST04	1	1
Lot L7ST05	1	1
Lot L7ST06	1	1
Lot L8CP01	33	9
Lot L8CP02	33	9
Lot L8CP03	33	9
Lot L8CP04	33	9
Lot L8CP05	33	9
Lot L8CP06	33	9
Lot L8CP07	33	9
Lot L8CP08	33	9
Lot L8CP09	33	8
Lot L8CP10	33	8
Lot L8CP11	33	8
Lot L8CP12	33	8

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 29/02/2024 07:16:16 PM

OWNERS CORPORATION 1
PLAN NO. PS702914M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot L8CP13	33	8
Lot L8CP14	33	8
Lot L8CP15	33	8
Lot L8CP16	33	8
Lot L8ST01	1	1
Lot L8ST02	1	1
Lot L8ST03	1	1
Lot L8ST04	1	1
Lot L9CP01	33	9
Lot L9CP02	33	9
Lot L9CP03	33	9
Lot L9CP04	33	9
Lot L9CP05	33	9
Lot L9CP06	33	9
Lot L9CP07	33	9
Lot L9CP08	33	9
Lot L9CP09	33	8
Lot L9CP10	33	8
Lot L9CP11	33	8
Lot L9CP12	33	8
Lot L9CP13	33	8
Lot L9CP14	33	8
Lot L9CP15	33	8
Lot L9CP16	33	8
Lot L9CP17	33	8
Lot L9CP18	33	8
Lot L9ST01	1	1
Lot L9ST02	1	1
Lot MLR01	258	77

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 29/02/2024 07:16:16 PM

OWNERS CORPORATION 1
PLAN NO. PS702914M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot MLST01	1	1
Lot MLST02	1	1
Lot MLST03	1	1
Lot MLST04	1	1
Lot MLST05	1	1
Lot MLST06	1	1
Total	**120116.00**	**36764.00**

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

Statement End.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 28 October 2024 06:38 PM

PROPERTY DETAILS

Address:	**5610/500 ELIZABETH STREET MELBOURNE 3000**
Lot and Plan Number:	**Lot 5610 PS702914**
Standard Parcel Identifier (SPI):	**5610\PS702914**
Local Government Area (Council):	**MELBOURNE** www.melbourne.vic.gov.au
Council Property Number:	**675317**
Planning Scheme:	**Melbourne** Planning Scheme - Melbourne
Directory Reference:	**Melway 2B C12**

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**

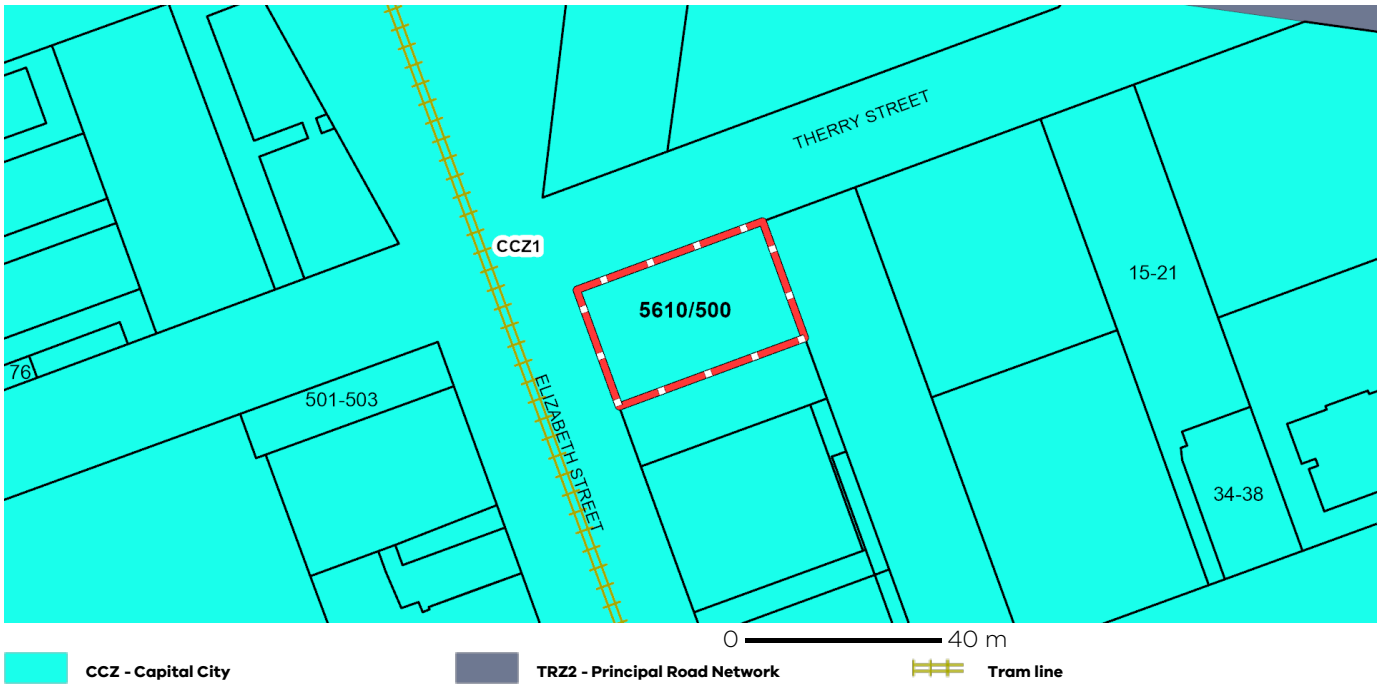
OTHER

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)



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

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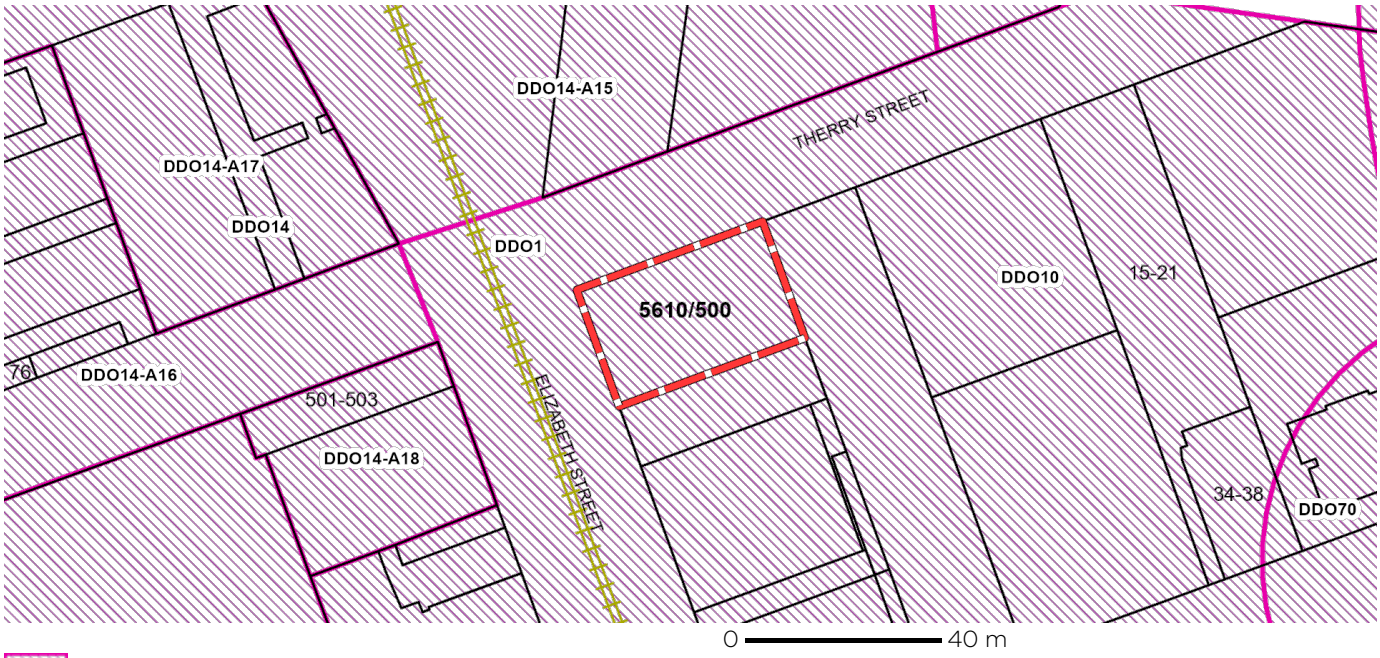
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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

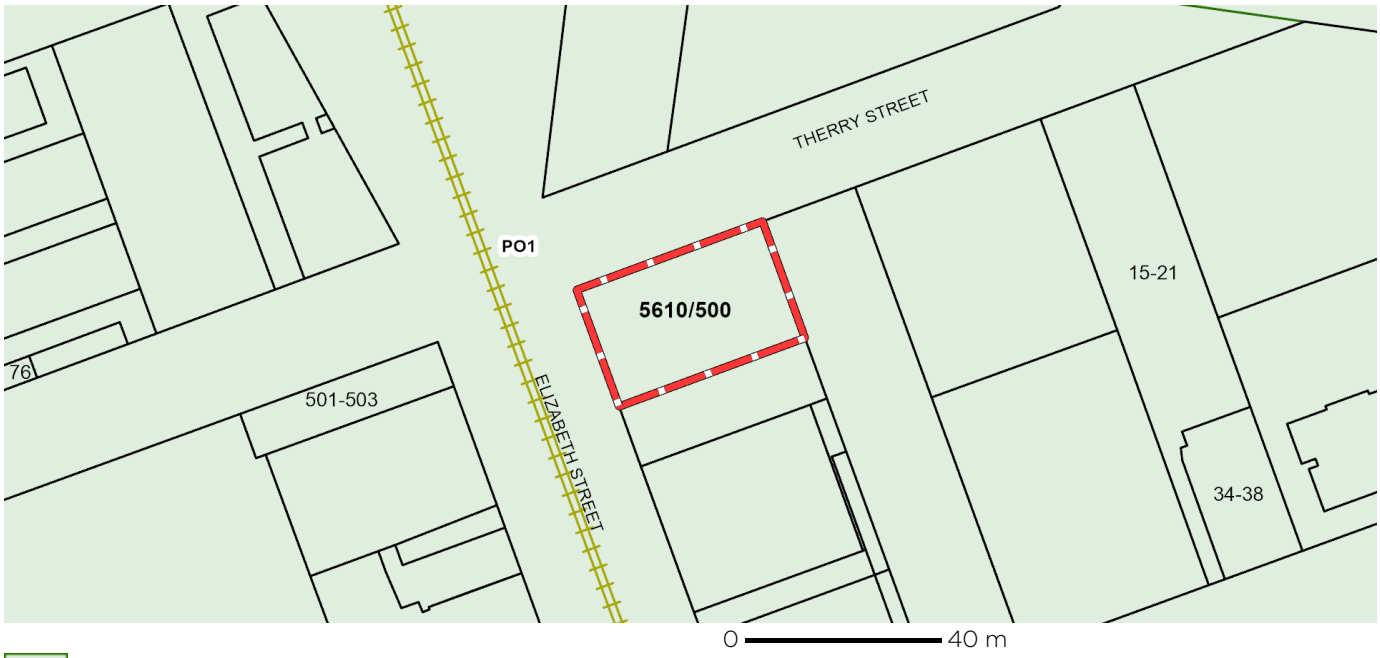
DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 (DDO1)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10 (DDO10)



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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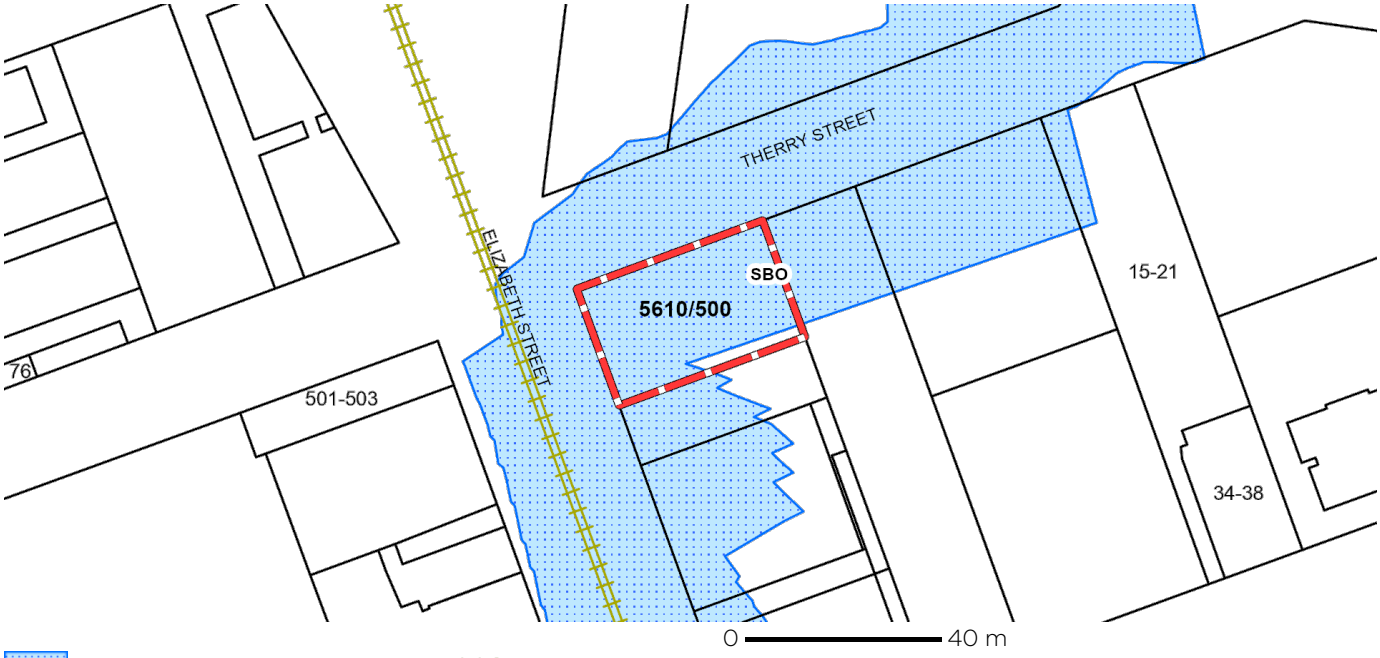
PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

SPECIAL BUILDING OVERLAY (SBO)

SPECIAL BUILDING OVERLAY SCHEDULE (SBO)



SBO - Special Building Overlay **Tram line**

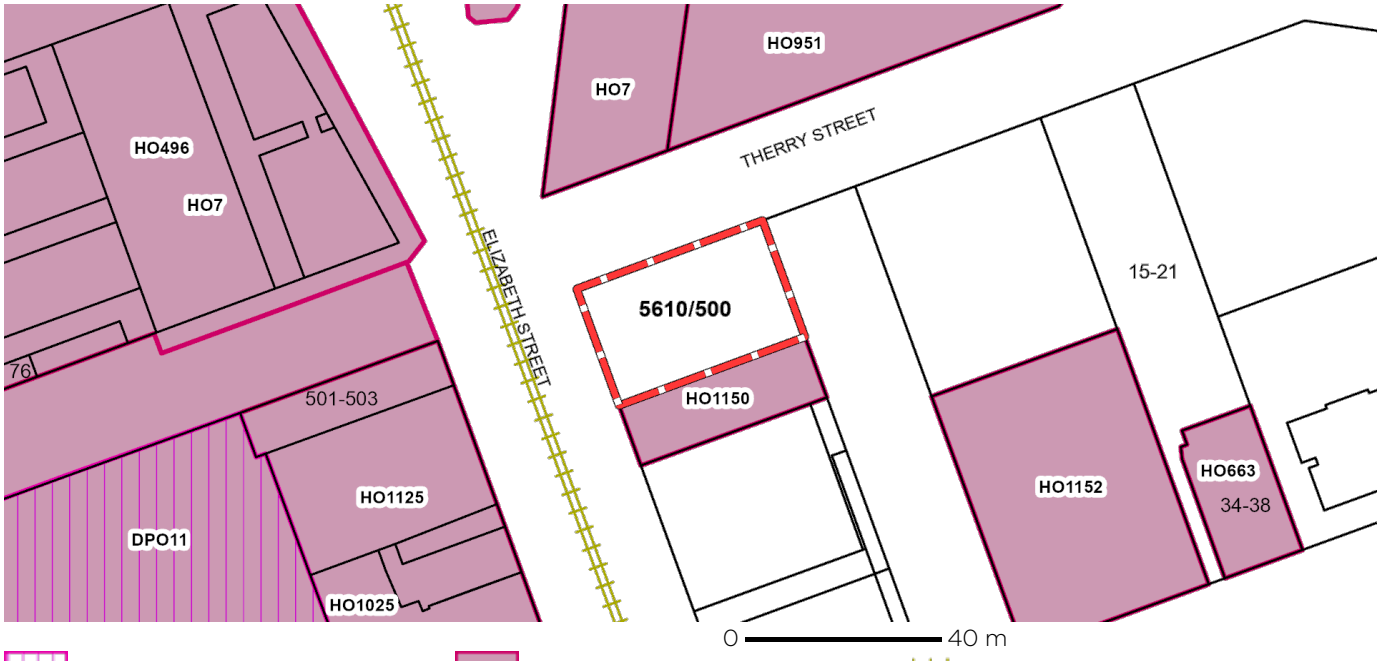
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT PLAN OVERLAY (DPO)

HERITAGE OVERLAY (HO)



DPO - Development Plan Overlay **HO - Heritage 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 PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to
http://www.aav.nrms.net.au/aavQuestion1.aspx

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation



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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 24 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 abut 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

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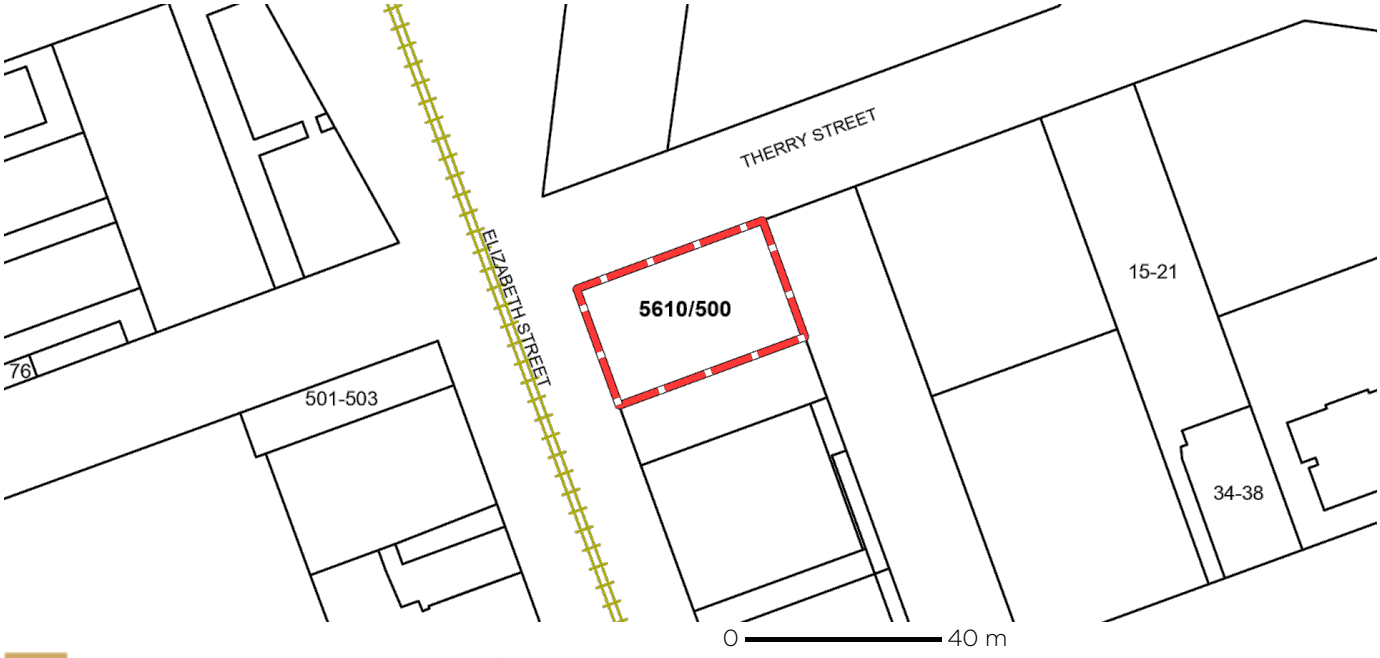
PLANNING PROPERTY REPORT

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) 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)

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PROPERTY REPORT

Energy, Environment and Climate Action

From www.land.vic.gov.au at 28 October 2024 06:38 PM

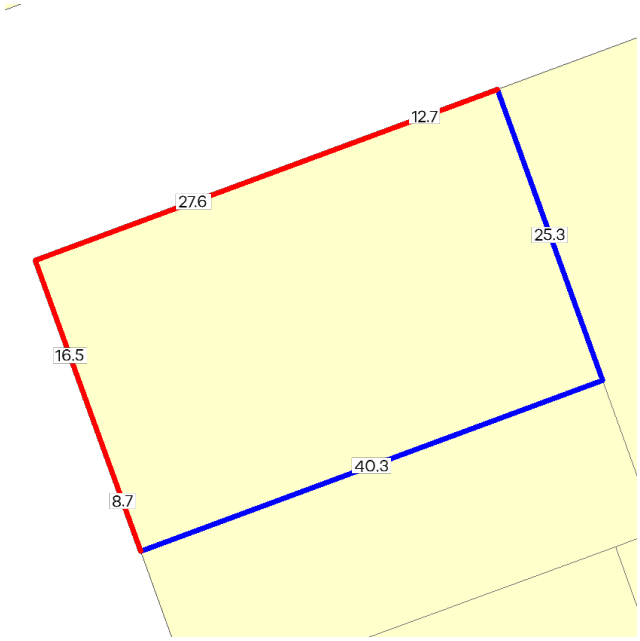
PROPERTY DETAILS

Address:	**5610/500 ELIZABETH STREET MELBOURNE 3000**
Lot and Plan Number:	**Lot 5610 PS702914**
Standard Parcel Identifier (SPI):	**5610\PS702914**
Local Government Area (Council):	**MELBOURNE** www.melbourne.vic.gov.au
Council Property Number:	**675317**
Directory Reference:	**Melway 2B C12**

Note: There are 782 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: 1018 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.

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

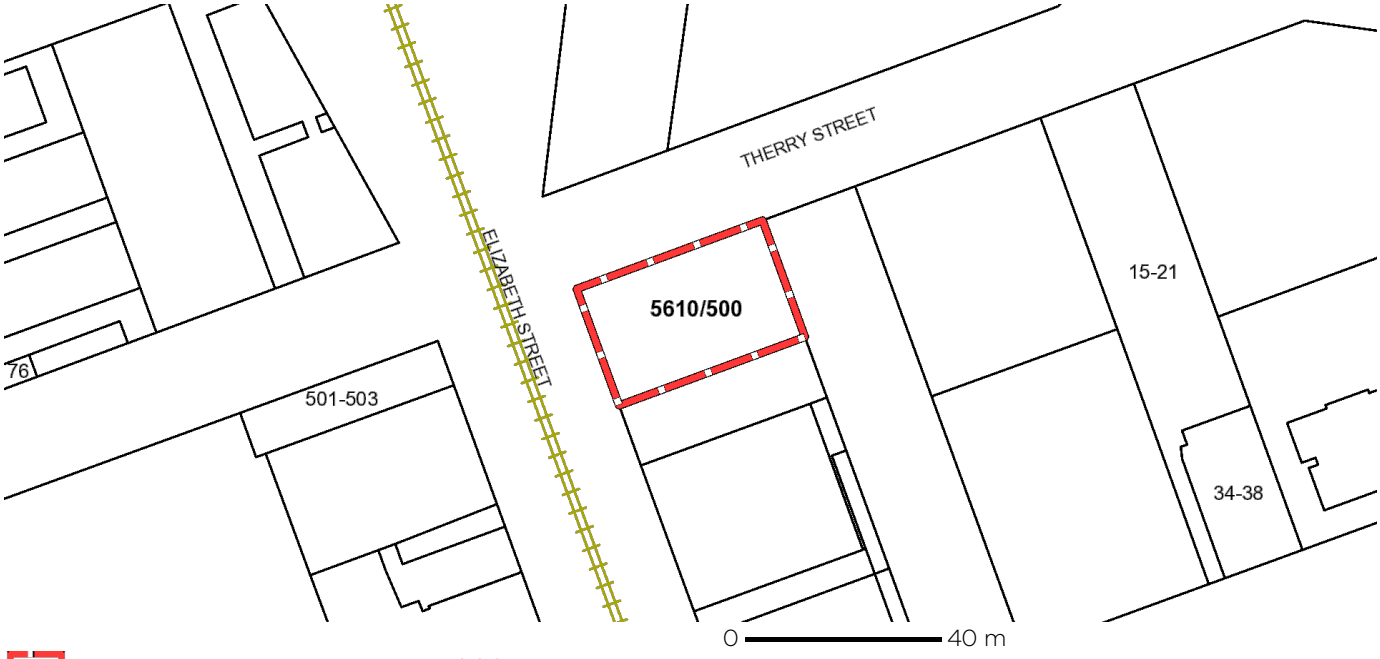
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



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Greater Western Water

MS S JO
XYNERGY REALTY (OAKLEIGH) PTY LTD
19 STATION STREET
OAKLEIGH VIC 3166

Account number
61941 30000

Tax Invoice 619838498715

Date of issue 10 Sep 2024

Service address
Un 5610/500 Elizabeth Street,
Melbourne
VIC, 3000

Amount to pay
$181.96

Previous bill	$148.53
Payments received	-$148.53
Balance	$0.00
Current charges	$181.96
Total charges	**$181.96**

Please see page 2 for detailed information

Pay by
07 Oct 2024

Having trouble paying your bill?

Call us on **13 44 99** or visit **gww.com.au/accounts-billing**

Payment options

Greater Western Water ABN 70 066 902 467

Direct debit
Set up direct debit at **gww.com.au** or call **13 44 99**

BPAY
Biller code: **8789**
Ref: **61941300004**
Go to **bpay.com.au**
® Registered to BPAY Pty Ltd

ABN 69 079 137 51

Credit card
Pay by credit card at **gww.com.au** or call **13 44 99**

Australia Post
Billpay code: **0362**
Ref: **0619 4130 0008**

Pay at any post office, by phone **13 18 16**, at **postbillpay.com.au**, or via Auspost app

Centrepay

Make regular deductions from your Centrelink payments.
Call **13 44 99** or visit **centrelink.gov.au**
Greater Western Water reference: **555-054-071-L**
Your account number: **61941 30000**

*362 061941300008

Usage and charges

Outstanding balance	**$0.00**

Your network charges [1]

	Charge period	Amount
Water	01/07/2024 - 30/09/2024	$55.52
Sewage	01/07/2024 - 30/09/2024	$72.36
Total network charges		**$127.88**

Other charges and adjustments

	Charge period	Net annual value (NAV)	Rate in NAV $	Minimum	Charge ($)
Waterways & Drainage [2] For Melbourne Water	01/07/2024 - 30/09/2024	$18,135.00	$30.77		$30.77
Parks [3] For the Dept. of Energy, Environment and Climate Action	01/07/2024 - 30/09/2024	$18,135.00	$23.31		$23.31
Total other charges and adjustments					**$54.08**

Your total charges $181.96

From July 1 2024, our prices changed in line with adjustments approved by the Essential Services Commission, the independent economic regulator of Victoria's water industry. To learn more about our price changes, visit gww.com.au.

From 1 July 2024, the parks charge will be billed quarterly instead of annually. Learn more at gww.com.au/quarterlyparkscharge

Privacy statement

Greater Western Water actively complies with the Privacy and Data Protection Act 2014 (Vic) and is committed to protecting the privacy and personal information of our customers. Read our privacy policy at **gww.com.au/privacy** or email contact@gww.com.au to update your personal information.

We've recently updated our Customer Charter. Read about the changes at gww.com.au

Your charges explained

1. **Water and sewerage network** charges help us maintain and upgrade thousands of kilometres of water and sewer pipes
2. The **waterways and drainage charge** helps Melbourne Water keep our waterways healthy and protected
3. The **parks charge** supports Parks Victoria to look after Melbourne's major parks, gardens, trails, and zoos

For more information about our prices and **charges, visit gww.com.au/charges**

We're here to help

13 44 99
Enquires and support
(8:30am to 5pm,
Monday to Friday)

Faults and emergencies
(24 hours)

03 9313 8989
Support in other languages

13 36 72
Relay Service

You could be eligible for a concession if you hold a valid health care, pension or Veterans' Affairs gold card, apply at **gww.com.au/concession**

Our prices and charges have changed.

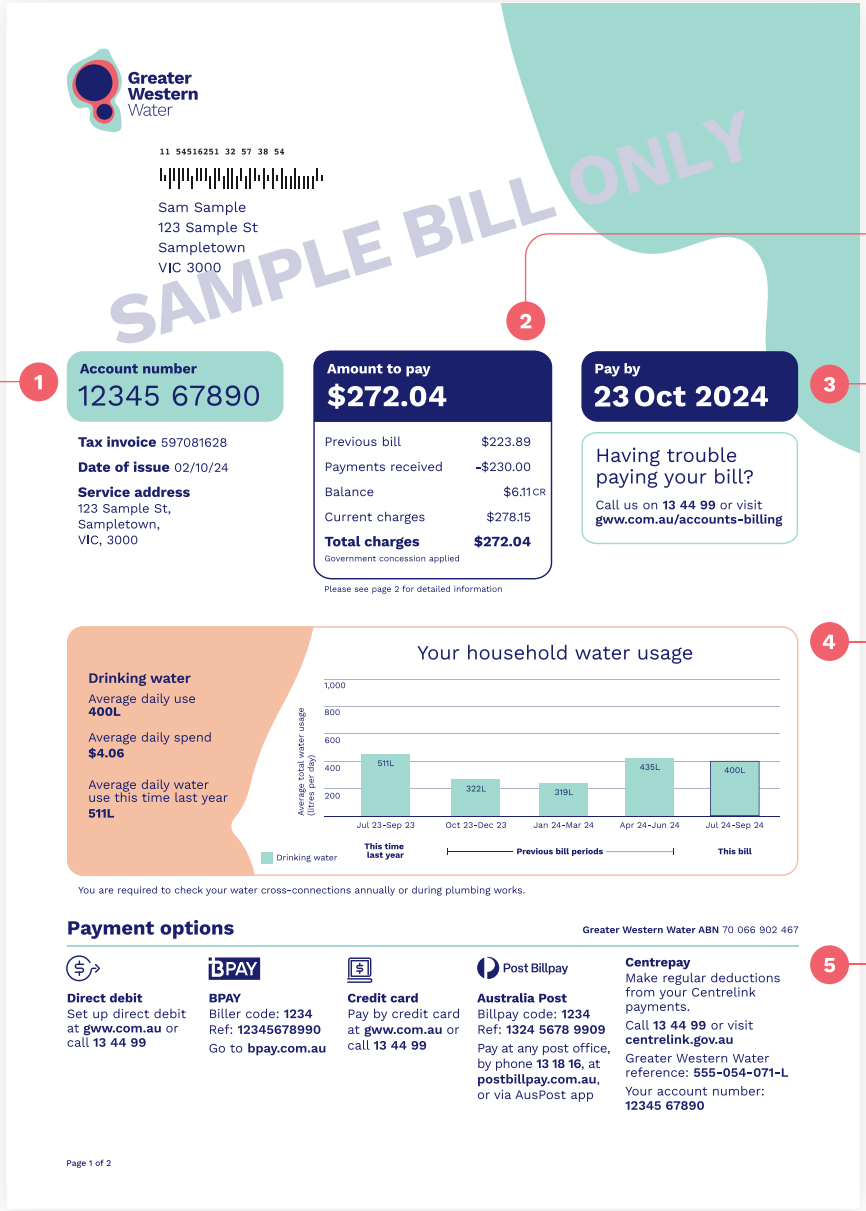
Learn more about what your bill pays for at gww.com.au/prices



How to read your water bill

We've designed your Greater Western Water bill so it's easy to read.

The first page of the bill has important information like personal details, bill amount and due date.



Your details

Your 10 digit account number, address, the invoice number and date of issue.

Amount to pay

The current amount due, including the balance of the previous bill and any payments received.

Pay by

The bill due date.

Household water usage

This table shows how much water has been used during this billing period and compares usage to previous billing periods. It's a great way to track how much water is being used.

Payment options

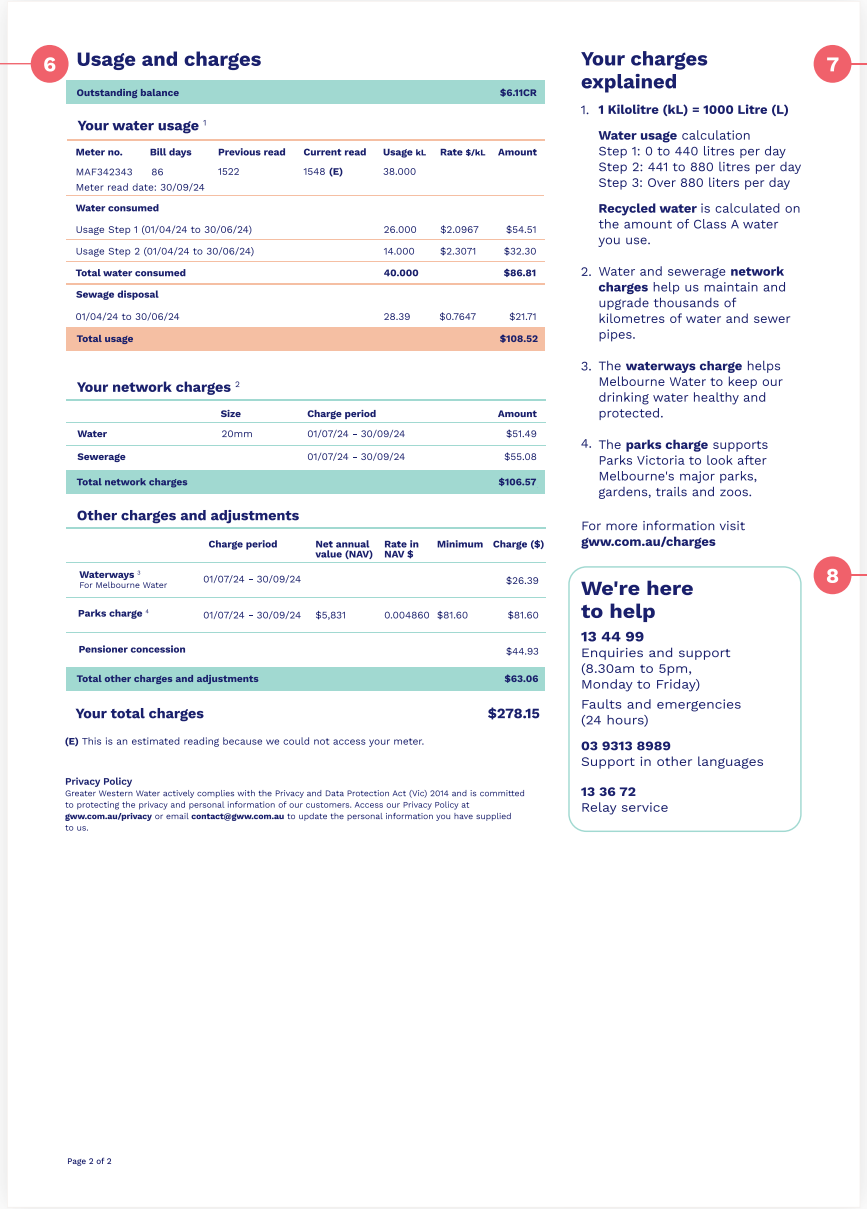
A list of the different ways to pay the bill.

How to read your water bill

The second page of the bill has more details about usage and charges.

Usage and charges

Detailed water usage and charges for this bill and previous bill, plus the water meter number and network charges. Find out more about our prices and charges at **gww.com.au/charges**



6 **Usage and charges**

Outstanding balance						$6.11CR

Your water usage [1]

Meter no.	Bill days	Previous read	Current read	Usage kL	Rate $/kL	Amount
MAF342343	86	1522	1548 **(E)**	38.000		
Meter read date: 30/09/24						
Water consumed						
Usage Step 1 (01/04/24 to 30/06/24)				26.000	$2.0967	$54.51
Usage Step 2 (01/04/24 to 30/06/24)				14.000	$2.3071	$32.30
Total water consumed				**40.000**		**$86.81**
Sewage disposal						
01/04/24 to 30/06/24				28.39	$0.7647	$21.71
Total usage						**$108.52**

Your network charges [2]

	Size	Charge period	Amount
Water	20mm	01/07/24 - 30/09/24	$51.49
Sewerage		01/07/24 - 30/09/24	$55.08
Total network charges			**$106.57**

Other charges and adjustments

	Charge period	Net annual value (NAV)	Rate in NAV $	Minimum	Charge ($)
Waterways [3] For Melbourne Water	01/07/24 - 30/09/24				$26.39
Parks charge [4]	01/07/24 - 30/09/24	$5,831	0.004860	$81.60	$81.60
Pensioner concession					$44.93
Total other charges and adjustments					**$63.06**

Your total charges **$278.15**

(E) This is an estimated reading because we could not access your meter.

Privacy Policy
Greater Western Water actively complies with the Privacy and Data Protection Act (Vic) 2014 and is committed to protecting the privacy and personal information of our customers. Access our Privacy Policy at **gww.com.au/privacy** or email **contact@gww.com.au** to update the personal information you have supplied to us.

Page 2 of 2

Your charges explained

1. **1 Kilolitre (kL) = 1000 Litre (L)**

   Water usage calculation
   Step 1: 0 to 440 litres per day
   Step 2: 441 to 880 litres per day
   Step 3: Over 880 liters per day

   Recycled water is calculated on the amount of Class A water you use.

2. Water and sewerage **network charges** help us maintain and upgrade thousands of kilometres of water and sewer pipes.

3. The **waterways charge** helps Melbourne Water to keep our drinking water healthy and protected.

4. The **parks charge** supports Parks Victoria to look after Melbourne's major parks, gardens, trails and zoos.

For more information visit **gww.com.au/charges**

We're here to help

13 44 99
Enquiries and support
(8.30am to 5pm,
Monday to Friday)

Faults and emergencies
(24 hours)

03 9313 8989
Support in other languages

13 36 72
Relay service

7 **Your charges explained**

These explanations give you more information about each of the charges in the table. The explanations and table sections are numbered so you can find the information you need.

8 **We're here to help**

Here's how you can get in touch if you have any questions or need support paying your bill. You will also find information here about getting help in different languages and the National Relay Service.

For more information, visit **gww.com.au/yourbill**

Greater Western Water

Your Water News

Milestones in supporting our region

Welcome to your new-look bill. You told us that our bills could be easier to read and understand, so we've improved the design in response to your feedback. You'll find more information in the attached bill explainer.

We're making other improvements, so you have a better customer experience. We've launched My GWW, giving you more control to manage your water account online, when it suits you. We've also introduced multifactor authentication as a further step to keep your information safe online. You can register for My GWW today.

Our price submission has been approved by the Essential Services Commission, which means prices will stay stable for the next four years. Our new prices started on 1 July.

While we're planning and delivering important upgrades for the future, we are also committed to ensuring prices for your water and sewerage services remain fair today.

Maree



Maree Lang
Managing Director
Greater Western Water

Our new prices started 1 July

The Essential Services Commission has issued their final decision on our price submission. Our new prices keep your bills stable and started 1 July.

Our price submission is a four year plan for the prices you will be charged, the level of service you can expect and the investments we will make.

Read our price submission at
gww.com.au/pricesubmission

Making the parks charge more manageable

For property owners who receive a parks charge, we're now spreading it across four bills rather than charging it annually. It will still be listed separately on your bill so you can see how much it is.

This change in the parks charge started from 1 July and will make it easier to manage payments in quarterly instalments.

We collect the parks charge on behalf of the Department of Energy, Environment and Climate Action. The charge helps maintain our iconic parks, zoos, trails and waterways and the Shrine of Remembrance.
For more information, visit
parks.vic.gov.au/parks-charge

Use Property Plus to manage your renovation

We've moved to a single hub for plumbing and development applications and bookings. If you're an owner-builder, Property Plus is your place to make a range of applications and service bookings online safely and securely.

For more information, go to
gww.com.au/propertyservices

Your new-look water bill

You'll notice your water bill looks a bit different. We've improved the design of your bill so it's easier to understand your water usage and other charges.

Some details might be in a different place than you're used to. To help you navigate your new bill, there's a handy bill explainer attached and available at
gww.com.au/yourbill



My GWW is your new online account

You told us that you'd like more control of your water account online, to help you do things like pay your bill, and update your details and payment methods. Your new online account is called My GWW and it gives you more flexibility to manage your water account online.

To keep your information safe, you'll need to register for My GWW using your new account number and the contact details you've already given us. You can find your new account number on your latest bill.

You will also set up a new password. We've introduced multifactor authentication, which means there will be extra checks to prove your identity when you access your account. This will help keep your information safer online.

If you're ever unsure it's us contacting you, you can confirm the information at **gww.com.au** or by calling **13 44 99**.

Acknowledgement of Country
Greater Western Water respectfully acknowledges the peoples of the Kulin Nation as the Traditional Owners of the lands and waters on which our service area lies. We pay our deepest respects to their Ancestors and Elders past and present.

What our first price submission means for you

This is our first price submission as Greater Western Water. As part of our price submission, we heard from our customers and community to make sure our plans and priorities reflected your values. Together we established five customer outcomes that focus our work, which we will report on twice a year:

1. Your water is safe, consistent and resilient.
2. When things go wrong, we fix them.
3. We support our diverse communities and customers.
4. We enable growth and help businesses thrive.
5. We heal and care for Country.

You also told us that you might need more assistance paying your water bills in the next few years, so we're increasing funding for our customer support programs and services so you can get help when you need it.

Learn more about what our price submission means for you at **gww.com.au/pricesubmission**



Our Reconciliation Action Plan one year on



Since the launch of our first Reconciliation Action Plan (RAP) as Greater Western Water, we've made significant steps towards our vision for reconciliation.

In the first year of our RAP, we've met with First Nations and Traditional Owner organisations to develop partnerships and improve outcomes for First Nations peoples. We've reviewed processes to remove barriers to First Nations peoples' participation in the workplace.

We've shared these process improvements with our partners who have used this knowledge to start their own programs, like Yambuk Labour & Traffic Solutions, who started a traineeship program for First Nations employees.

Learn more about our work with First Nations peoples and our vision for reconciliation at **gww.com.au/firstnations**

Preserving our precious resource

Our water supplies are predicted to remain high for the year ahead, thanks to heavier than expected rainfall, but we still need to do everything we can to protect our precious resource.

As Melbourne grows, we'll use more water than rainfall alone can provide. In the long term, we can expect warmer and drier conditions, which may impact supplies in the future. Continue to find ways to use less water and aim for 150 litres of water per person per day. You can do your bit by:

- having a shorter shower
- checking for leaks in your home
- choosing water efficient appliances.

For more water saving tips, visit **gww.com.au/savingwater**



Car wash's unexpectedly high bill solved



Recently, our trade waste team worked closely with Zac, the General Manager of Magic Hand Car Wash, who opened a subsidiary brand Perfect Car Wash in Tarneit. Zac wanted to understand why the business' first bill was higher than expected.

After launching 18 months ago to an eager customer base, the car wash's water use increased to a level that Zac hadn't seen across the entire Magic Hand Car Wash network.

'The volume of cars was massive and so the volume of water used was unprecendented for us. Tarneit was really busy from day one of trade, more so than any other store we've opened,' Zac said.

All Magic Hand Car Washes are built with sustainability in mind. Power is delivered through solar panels and the car wash recycles a lot of water, which means they rely less on drinking water. Recycling the water also means less wastewater is sent to the sewerage network. Despite these sustainability measures, their bill was still more than they expected, in comparison to their other sites.

'I reached out to the team at Greater Western Water to try and get a better outcome for our business,' said Zac.

We worked with Zac to monitor the amount of trade waste the car wash was generating and make sure that their water account reflected the actual amount of water being sent to our sewerage network, ultimately reducing their bills.

Contact us

Call **13 44 99**

Visit **gww.com.au**

@greaterwesternwater

@greaterwesternwater

@GWWVic

@greaterwesternwater

Greater Western Water
ABN 70 066 902 467
36 Macedon Street, Sunbury Vic 3429
Locked Bag 350, Sunshine Vic 3020

MS S JO
XYNERGY REALTY (OAKLEIGH) PTY LTD
19 STATION STREET
OAKLEIGH VIC 3166

Hello Ms S Jo,

Delayed water bill

Account number: 6194130000

Property address: Un 5610/500 Elizabeth Street, Melbourne, VIC, 3000

We know your quarterly water bill is late. We're very sorry for the inconvenience. Getting you an accurate bill is our priority and we appreciate your patience.

These delays have been caused by technical issues with our new billing system.

We recognise this delay is no fault of yours, and we're here to help. If you want more time to pay, we will work with you on a payment arrangement that suits you, including the option to pay by installments.

Please visit **gww.com.au/financial-support** or call us on 13 44 99 if you'd like to discuss payment support.

Kind regards,

Rohan Charrett

General Manager, Customer Experience

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

Valuation and rate notice 2024-2025

For the period 1 July 2024 - 30 June 2025

CITY OF MELBOURNE

Tax invoice

No GST has been charged

Assessment no. 233894 5

Date of issue 15 Aug 2024

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

027 035092

S Jo
C/- Xynergy Realty Group
19 Station St
OAKLEIGH VIC 3166

Property Unit 5610, Level 56, 500 Elizabeth Street, MELBOURNE VIC 3000

Legal description Lot 5610 PS702914M

Valuations		Effective date	1 Jul 2024
NAV	42,750	Valued as at	1 Jan 2024
Site value	125,000	Interest rate	10%
CIV	855,000	Land use	Residential

AVPCC 120 -Single Strata Unit/Villa Unit/Townhouse

Details of account
(important, please read overleaf)

	Amount
Residential Rates @ 3.7846 cents in the $ of NAV.	$1,617.92
Waste Charge	$330.00
FSPL @ $132 plus 8.7 cents per $1,000 of CIV.	$206.39

FSPL - Fire Services Property Levy (State Government Charge)

OPTION 1 (DIRECT DEBIT AVAILABLE)

Pay in full by 15 February 2025 **$2,154.31**

Late payments will attract interest (see over page)
***Any unpaid arrears, interest and legal costs are overdue and must be paid immediately**

OPTION 2 (DIRECT DEBIT AVAILABLE)

Pay in four instalments.

Instalment 1 30 September 2024 **$538.57**
If paying by instalments, you must pay the first instalment by this due date. If you pay after this date, the amount paid will be accepted as part payment, with the balance payable in full by 15 February 2025.

Instalment 2 30 November 2024 **$538.57**

Instalment 3 28 February 2025 **$538.57**

Instalment 4 31 May 2025 **$538.60**

OPTION 3 (DIRECT DEBIT ONLY)

Pay in 10 instalments by direct debit only.
See overleaf for details.

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

Payment methods

Assessment no. 233894 5 **Property** Unit 5610, Level 56, 500 Elizabeth Street, MELBOURNE VIC 3000

BPAY Biller code: **79616**
Ref: 102338945

BPAY® this payment via Internet or phone banking
BPAY View® - View and pay this bill using internet banking.
BPAY View Registration No.: 102338945
Credit cards not accepted.

Post Billpay Credit cards not accepted.
Pay in store at Australia Post.

*3397 0891 0102338945 72

Direct debit Credit cards not accepted.
To apply visit **melbourne.vic.gov.au/rates** or call 03 9658 9658.

MasterCard or Visa
Credit card payments will attract an additional fee being the recovery of financial institution charges.

Please tick the amount you are paying in the box below.
☐ Option 1 **$2,154.31**
☐ Option 2 **$538.57**

Telephone 1300 130 453

Internet **melbourne.vic.gov.au/rates**

By mail
City of Melbourne
GPO Box 2158 Melbourne 3001
Council will not be responsible for late postal deliveries.

In person
Melbourne Town Hall
90-130 Swanston St, Melbourne 3000
8.30am - 5pm, Monday to Friday.
Visa, MasterCard or EFTPOS available.
Cash payments not accepted.

+10233894500000> +000891+ <0000000000> <0000215431> +444+

OPTION 3 PAYMENTS

Direct debit only

Ten monthly instalments payable by direct debit only. Payments will be deducted from the nominated bank account on the last day of the month from September through to May. The June payment will be deducted on 26 June 2025.

If payment due date falls on a weekend or public holiday, it is deducted the next working day.

For a direct debit application form and for more information about this payment method, visit **melbourne.vic.gov.au/rates** or phone 03 9658 9658.

*Interest penalties for late payment

Penalty interest on any arrears of rates and charges will continue to accrue. Interest will be calculated from the date when each quarterly instalment was due, irrespective of whether or not a ratepayer has chosen to pay by the instalment or lump sum option.

All payments will be allocated as follows:

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

Payment difficulties

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

Victorian Government's rate cap

We've complied with the Victorian Government's rate cap of 2.75 per cent. The cap applies to the total annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

(i) the valuation of your property relative to the valuation of other properties in the municipal district;

(ii) the application of any differential rate by Council;

(iii) the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

For more information visit **delwp.vic.gov.au/fairgorates**

Objection to valuation

If you are aggrieved by the valuation of your property and wish to discuss the values, or need a prescribed form to lodge a formal objection, visit **melbourne.vic.gov.au/valuations** or call 03 9658 9658. The prescribed form must be completed and lodged with the City of Melbourne within two (2) months from the date of issue on the front of this notice.

Valuation objections will be processed by the Valuer General Victoria.

You must pay your rates as assessed on this notice by the dates outlined, pending the outcome of any objection.

The valuations shown on this notice may be used by other authorities for the purpose of a rate or tax.

Appeal against rates

If you are aggrieved by any rate or charge, or by anything included or excluded from the rates or charge, other than in respect of the assessment of the value, you may appeal to the county court for a review of the rate or charge.

Review of differential rating

If you're an owner or occupier of land whose interests are affected by a decision of the Council to classify or not to classify that land as being for a particular type or class for differential rating purposes, you may apply to VCAT for review of the decision.

Valuation definitions

Site value is the value of the land.

NAV (Net Annual Value) residential is 5 per cent of the capital improved value.

NAV non-residential is approximately the annual net rental value of the property.

CIV (Capital Improved Value) is the total market value of the land plus buildings and improvements.

AVPCC - Australian Valuation Property Classification Code.

Objection to Fire Services Property Levy

If you disagree with the valuation or Australian Valuation Property Classification Code (AVPCC) you can call us on 03 9658 9658. If you're the owner of the land you may apply for a waiver, deferral or concession in respect of the leviable land under s.27 of the *Fire Services Property Levy Act 2012* for rateable land and s.28 for non-rateable residential land.

Waste Charge

Residential ratepayers
A waste collection charge of $330 applies to residential properties valued above the median price of $515,000. A concessional rate of $145 applies to lower valued properties.

Commercial ratepayers
A public realm waste charge is applied to commercial properties using the Capital Improved Value (CIV), which is a rate-in-the-dollar calculation according to an individual property's value.

Public realm waste charge includes services that keep our city clean, such as street cleaning, dumped rubbish and public litter bin collection services.

Further information on your rates and the waste charge can be found here: **melbourne.vic.gov.au/rates**

Pensioner concessions

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

For more information on pensioner concessions visit **melbourne.vic.gov.au/rates** or phone 03 9658 9658.

Privacy Statement

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

Any questions?

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

Phone: 03 9658 9658

Email: rates@melbourne.vic.gov.au

Interpreter Services

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

Owner recorded by Council

Swanny Jo

Differential rates comparison table

As part of the City of Melbourne Budget 2024-25, Council has adopted 2 differential rates in the dollar. The following rate comparison table shows what your general rates would have been if your property was classified with an alternative differential rate. **This only applies to general rates (FSPL and waste charge are not included) and is for information purposes only.**

Type or class of land	Rate in $	NAV	Amount
Residential	0.037846	42,750	$1,617.92
Commercial	0.044417	42,750	$1,898.83

Tuesday, 3 December 2019

Sanjeev Karki
Manager
Brady Owners Corporation Service
Ground Floor, 270 King St
MELBOURNE VIC 3000

By email only: manager@bradyocs.com.au

Dear Sanjeev,

496-504 Elizabeth Street, MELBOURNE VIC 3000

The Victorian Building Authority (VBA) is leading the Victorian Statewide Cladding Audit on behalf of the Victorian Government.

The project's focus is on reducing the fire safety risk of buildings found to have combustible cladding - such as expanded polystyrene (EPS) or aluminium composite panels (ACP) with a polyethylene/polymer core.

Inspection results

As part of the audit, an inspection was carried out on the above building. The inspection identified that the building is out of scope of the Victorian Statewide Cladding Audit and does not require further review by an Expert Panel of building and fire safety experts.

This building was ruled out-of-scope for the following reason/s:

- The building does not have combustible cladding (expanded polystyrene or aluminium composite panels with a polyethylene or polymer core).

Please update occupants and owners about the findings of the inspection. The VBA suggests that this letter is distributed to occupants and owners and displayed in the common areas of the building.

We also ask that you to include this letter on Section 32 statements and owner's corporation certificates if apartments in this building are advertised for sale.

Your responsibility

It is the responsibility of building owners to ensure that all essential safety measures (*sprinklers, fire hydrants, fire extinguishers, smoke alarms, emergency exit signage, fire doors, sprinklers*) are maintained in a fully operational manner. Maintenance records must be updated and be available for inspection if requested.

It's also a good time to review the fire safety practices for the building.

We recommend the following actions:

1. Ensure smoke alarms are in working order and are not obstructed, hindered or disabled.
2. Adopt good housekeeping measures to ensure combustible materials or waste are not stored at ground level, on balconies or near temporary fixtures such as blinds or awnings.
3. Remind occupants to be mindful of common ignition sources such as barbecues, heaters and cigarettes, particularly on balconies or near combustible material.
4. Make sure fire doors are not blocked, obstructed or held open.
5. Ensure all occupants know the building's evacuation plan and fire safety procedures.
6. Making building fire safety an ongoing discussion with occupants.

Please discuss any fire safety concerns with the following authorities:

1. Melbourne City Council Building Department on 9658 8510.
2. The MFB www.mfb.gov.au or CFA cfa.vic.gov.au.

In the event of a fire, occupants should call 000 immediately.

Thank you for your assistance. If you have any further questions, please don't hesitate to contact us via return email.

Yours sincerely,



Amanda Wellesley
Director, Cladding
Victorian Statewide Cladding Audit
Victorian Building Authority

BRADY owners corporation services

BRADY OWNERS CORPORATION SERVICES
ABN 44 165 535 688 | ACN 165 535 688
Ground Floor, 270 King Street, Melbourne, VIC 3000
T (03) 8622 8144 E manager@bradyocs.com.au

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.16 Owners Corporation Regulations 2018

Owners Corporation:	**Owners Corporation 702914M, Vision Apartments**
This certificate is issued for:	**Lot 5610** on Plan of Subdivision 702914M
Postal address of which is:	**5610** / 500 Elizabeth Street, Melbourne
Address for the delivery of the certificate is:	**jeff@westlinkconveyancing.com.au**
Date the application was received:	**29 October 2024.**

IMPORTANT:
The information in this certificate is issued on **7 November 2024.** We will provide an update in writing to the levy paid-to-date without additional charges if the request is made within 90 days of the certificate being issued. The request for update should be sent to manager@bradyocs.com.au. A new certificate should be obtained if the previous certificate has been issued for more than 90 days. A new certificate is recommended prior to settlement.

1. Fees are due quarterly in advance on 1 Mar, 1 June, 1 September, 1 December in each calendar year:
   - 1.1 The current **Administrative Fund Fees** for the lot for each quarter is **$1611.94 (GST Inc)**.
   - 1.2 The current **Maintenance Fund Fees** for the lot for each quarter is **$ 265.27 (GST Inc)**

2. Fees in paragraph 1 are as per the revenue budget set for the 1 March 2024 to 28 February 2025 financial year. After which, fees will be raised on the same basis and frequency until altered by any future resolution of the Owners Corporation (typically in the AGM). Should that occur, please be aware that an adjustment levy will be raised for the new financial year budget and is payable by the lot owner.

3. Fees & Levies are paid up to: **30 Nov 2024**.

4. The special fees or levies which have been struck and the dates which they were struck and are payable are:

s/n	Levy	Date Due	Amount (Admin)	Amount (Maint)	Status
4.1	Adjustment Levy per AGM 07 Aug 2024	1/10/24	$591.98	$0.00	paid

5. The total of any unpaid **overdue** fees (including any unpaid **overdue** fees in paragraph 4 above) is: **See Att 1.6 STATEMENT**

6. The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above: **N/A**

7. The Owners Corporation presently has the following Insurance Cover –

Name of Company	Chubb Insurance Australia Limited
Policy Number	02GS025385
Building and Contents	$ 212,911,870
General liability amount	$ 50,000,000.00
Crime Insurance	$100,000
Machinery Breakdown	$100,000
Management Committee Liability	$10,000,000.00
Volunteer Workers	$ 200,000

Renewal date 10 Feb 2025

8. The Owners Corporation does not have any liabilities not covered by the annual fees, special levies and repairs and maintenance as set out above except for: **None to our knowledge**

9. The funds of the Owners Corporation as at 7 November 2024 are:
   9.1 Administration Fund **$1,100,998.03**
   9.2 Maintenance Fund **$2,419,156.61**

10. The Owners Corporation has or will enter into contracts, leases, licences or agreements affecting the common property for the following:

    Facility Management, Common Area Cleaning, Landscaping/Gardening, Waste Collection, Lift Maintenance, Door Maintenance, Fire and Essential Safety Services and Maintenance, Mechanical Services, Pest Control, and as listed in the Inaugural Minutes.

11. The Owners Corporation has the following agreements to provide services to lot owners, occupiers or the public: **Embedded Network Deed with Winconnect**

12. The Owners Corporation has not received any notices or orders that have not been satisfied except for**: None to our knowledge. Victorian Building Authority in their Victorian Statewide Cladding Audit has stated that "the building does not have combustible cladding." Please see their letter in attachment 1.5 dated 3 December 2019.**

13. The Owners Corporation is not a party to any legal proceedings or circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings except for**: None to our knowledge.**

14. The Owners Corporation has resolved to appoint a Manager being: **Brady Owners Corporation Services Pty Ltd of GF, 270 King Street, Melbourne 3000.**

15. The Owners Corporation has not had an administrator appointed.

16. Documents attached as required for this certificate are:
    a) **Attachment 1.1:** A copy of the Statement of Advice and Information for prospective Purchasers and lot owners.
    b) **Attachment 1.2:** Minutes of the Inaugural Annual General Meeting held 10 Feb 2016 for the Owners Corporation showing resolutions made
    c) **Attachment 1.3**: Minutes of the Interim Decisions of the Annual General Meeting held 07 August 2024
    d) **Attachment 1.4:** Copy of Consolidated Rules for the Owners Corporation.
    e) **Attachment 1.5:** VBA letter dated 3 Dec 2019
    f) **Attachment 1.6:** Statement of Account **(BPAY Details inc)**

17. More information can be obtained by an inspection of the Owners Corporation register. Please make your request to inspect the Owners Corporation Register in writing to Brady Owners Corporation Services Pty Ltd, GF, 270 King Street, Melbourne VIC 3000.

18. To make payment for Owners Corporation Fees at settlement, please refer to the statement attached in attachment 1.6. **Please note that any car park or storage cage lot (if applicable) has a distinct reference number(s) from the apartment lot(s).** Alternatively, please contact us at 03 8622 8144.

19. Please forward Notice of Acquisition / Disposition to manager@bradyocs.com.au after settlement to ensure the purchaser receive their levies on time and do not incur penalty interest due to late notice of the transfer.

Dated 7 November 2024

The common seal of Owners Corporation on Plan No. 1 of **702914M** was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Registered Manager
Brady Owners Corporation Services Pty Ltd A B N 44 165 535 688

OWNERS CORPORATION No. PS 702914M
The Common Seal of

Elizabeth Pethica

The information provided within this certificate is correct to the best of our knowledge as at the date of issue. Circumstances can change daily and information may be altered without notice and without our control or knowledge.

BRADY owners corporation services

BRADY OWNERS CORPORATION SERVICES
ABN 44 165 535 688 | ACN 165 535 688
Ground Floor, 270 King Street, Melbourne, VIC 3000
T (03) 8622 8144 E manager@bradyocs.com.au

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.16 Owners Corporation Regulations 2018

Owners Corporation:	**Owners Corporation 702914M, Vision Apartments**
This certificate is issued for:	**Lot L7CP02** on Plan of Subdivision 702914M
Postal address of which is:	**Carpark L7CP02** / 500 Elizabeth Street, Melbourne
Address for the delivery of the certificate is:	**jeff@westlinkconveyancing.com.au**
Date the application was received:	**29 October 2024.**

IMPORTANT:
The information in this certificate is issued on **7 November 2024.** We will provide an update in writing to the levy paid-to-date without additional charges if the request is made within 90 days of the certificate being issued. The request for update should be sent to manager@bradyocs.com.au. A new certificate should be obtained if the previous certificate has been issued for more than 90 days. A new certificate is recommended prior to settlement.

1. Fees are due quarterly in advance on 1 Mar, 1 June, 1 September, 1 December in each calendar year:
   - 1.1 The current **Administrative Fund Fees** for the lot for each quarter is **$159.42 (GST Inc)**.
   - 1.2 The current **Maintenance Fund Fees** for the lot for each quarter is **$ 26.24 (GST Inc)**

2. Fees in paragraph 1 are as per the revenue budget set for the 1 March 2024 to 28 February 2025 financial year. After which, fees will be raised on the same basis and frequency until altered by any future resolution of the Owners Corporation (typically in the AGM). Should that occur, please be aware that an adjustment levy will be raised for the new financial year budget and is payable by the lot owner.

3. Fees & Levies are paid up to: **30 Nov 2024**.

4. The special fees or levies which have been struck and the dates which they were struck and are payable are:

s/n	Levy	Date Due	Amount (Admin)	Amount (Maint)	Status
4.1	Adjustment Levy per AGM 07 Aug 2024	1/10/24	$58.55	$0.00	paid

5. The total of any unpaid **overdue** fees (including any unpaid **overdue** fees in paragraph 4 above) is: **See Att 1.6 STATEMENT**

6. The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above: **N/A**

7. The Owners Corporation presently has the following Insurance Cover –

Name of Company	Chubb Insurance Australia Limited
Policy Number	02GS025385
Building and Contents	$ 212,911,870
General liability amount	$ 50,000,000.00
Crime Insurance	$100,000
Machinery Breakdown	$100,000
Management Committee Liability	$10,000,000.00
Volunteer Workers	$ 200,000

Renewal date 10 Feb 2025

8. The Owners Corporation does not have any liabilities not covered by the annual fees, special levies and repairs and maintenance as set out above except for: **None to our knowledge**

9. The funds of the Owners Corporation as at 7 November 2024 are:
   9.1 Administration Fund **$1,100,998.03**
   9.2 Maintenance Fund **$2,419,156.61**

10. The Owners Corporation has or will enter into contracts, leases, licences or agreements affecting the common property for the following:

    Facility Management, Common Area Cleaning, Landscaping/Gardening, Waste Collection, Lift Maintenance, Door Maintenance, Fire and Essential Safety Services and Maintenance, Mechanical Services, Pest Control, and as listed in the Inaugural Minutes.

11. The Owners Corporation has the following agreements to provide services to lot owners, occupiers or the public: **Embedded Network Deed with Winconnect**

12. The Owners Corporation has not received any notices or orders that have not been satisfied except for**: None to our knowledge. Victorian Building Authority in their Victorian Statewide Cladding Audit has stated that "the building does not have combustible cladding." Please see their letter in attachment 1.5 dated 3 December 2019.**

13. The Owners Corporation is not a party to any legal proceedings or circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings except for**: None to our knowledge.**

14. The Owners Corporation has resolved to appoint a Manager being: **Brady Owners Corporation Services Pty Ltd of GF, 270 King Street, Melbourne 3000.**

15. The Owners Corporation has not had an administrator appointed.

16. Documents attached as required for this certificate are:
    a) **Attachment 1.1:** A copy of the Statement of Advice and Information for prospective Purchasers and lot owners.
    b) **Attachment 1.2:** Minutes of the Inaugural Annual General Meeting held 10 Feb 2016 for the Owners Corporation showing resolutions made
    c) **Attachment 1.3**: Minutes of the Interim Decisions of the Annual General Meeting held 07 August 2024
    d) **Attachment 1.4:** Copy of Consolidated Rules for the Owners Corporation.
    e) **Attachment 1.5:** VBA letter dated 3 Dec 2019
    f) **Attachment 1.6:** Statement of Account **(BPAY Details inc)**

17. More information can be obtained by an inspection of the Owners Corporation register. Please make your request to inspect the Owners Corporation Register in writing to Brady Owners Corporation Services Pty Ltd, GF, 270 King Street, Melbourne VIC 3000.

18. To make payment for Owners Corporation Fees at settlement, please refer to the statement attached in attachment 1.6. **Please note that any car park or storage cage lot (if applicable) has a distinct reference number(s) from the apartment lot(s).** Alternatively, please contact us at 03 8622 8144.

19. Please forward Notice of Acquisition / Disposition to manager@bradyocs.com.au after settlement to ensure the purchaser receive their levies on time and do not incur penalty interest due to late notice of the transfer.

Dated 7 November 2024

The common seal of Owners Corporation on Plan No. 1 of **702914M** was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Registered Manager
Brady Owners Corporation Services Pty Ltd A B N 44 165 535 688

OWNERS CORPORATION No. PS 702914M
The Common Seal of

Elizabeth Pethica

The information provided within this certificate is correct to the best of our knowledge as at the date of issue. Circumstances can change daily and information may be altered without notice and without our control or knowledge.

BRADY owners corporation services

Brady Owners Corporation Services Pty Ltd
ABN: 44 165 535 688
GF 270 King Street, Melb VIC 3000
T: (03) 8622 8144 **F:** (03) 8622 8188
E-mail: manager@bradyocs.com.au

OWNER STATEMENT

Issued 06/11/2024 on behalf of the owners of:

Vision Apartments OC 702914M
ABN 81768270253
Vision Apartments
500 Elizabeth Street
Melbourne VIC 3000

for Lot 5610 Unit 5610
Swanny Jo

Swanny Jo
c/- Xynergy Realty (Oakleigh)
19 Station Street
Oaekleigh VIC 3166

Due Date	Details	Amount due (incl. GST)	Amount paid	Interest accrued*	Interest paid	Amount outstanding
01/06/2023	Opening Balance	38,451.83	38,451.83	121.09	121.09	0.00
01/09/2023	Quarterly Contribution 1/9/23 - 30/11/23	1,505.36	1,505.36	0.00	0.00	0.00
09/10/2023	Adjustment levy for period 1/3/23 - 30/11/23	523.59	523.59	0.00	0.00	0.00
01/12/2023	Quarterly contribution (1/12/23 - 29/2/24	1,679.89	1,679.89	0.00	0.00	0.00
01/03/2024	Quarterly contribution: 1/3/24 - 31/5/24	1,679.89	1,679.89	0.00	0.00	0.00
01/06/2024	Quarterly contribution: 1/6/24 - 31/8/24	1,679.89	1,679.89	0.00	0.00	0.00
01/09/2024	Quarterly contribution - 1/9/24 - 30/11/24	1,679.89	1,679.89	0.00	0.00	0.00
01/10/2024	Adjustment levy per AGM dated 7/8/24	591.98	591.98	0.00	0.00	0.00
* Interest calculated to 06/11/2024		$47,792.32	$47,792.32	$121.09	$121.09	$0.00

Total amount outstanding **$0.00**

Cheques should be made payable to 'Vision Apartments OC 702914M'

MACQUARIE BANK

DEFT PAYMENT SYSTEMS

*Registration is required for payments from cheque or savings accounts. Please complete registration at www.deft.com.au. You do not need to re-register for the internet service if already registered.

Xynergy Realty (Oakleigh)

Owners Corporation 702914M
Lot 5610 Unit 5610

*496 251520235 42097

BPAY Biller code 96503

Contact your participating financial institution to make a BPAY payment from your cheque or savings account. Enter the biller code and your DEFT reference number. To use the QR code, use the reader within your mobile banking app. More info: www.bpay.com.au

Pay over the Internet from your Bank account. Register at www.deft.com.au

Pay over the phone from your Bank account. Register at www.deft.com.au

Credit card payments can be made over the Internet. Log onto www.deft.com.au or call 1300 301 090 and follow the instructions. A surcharge will be applicable if you use this option.

Pay by mailing this payment slip with your cheque to:

DEFT Payment Systems
GPO Box 2174, Melbourne VIC 3001

Post Billpay Pay in-store at Australia Post by cheque or EFTPOS.

Brady OCS

DEFT Reference Number
25152023542097

Amount Due
$0.00

Due Date
06/11/2024

Amount Paid
$

+251520235 42097 < 000000000<3+

BRADY owners corporation services

Brady Owners Corporation Services Pty Ltd
ABN: 44 165 535 688
GF 270 King Street, Melb VIC 3000
T: (03) 8622 8144 **F:** (03) 8622 8188
E-mail: manager@bradyocs.com.au

OWNER STATEMENT

Issued 06/11/2024 on behalf of the owners of:

Vision Apartments OC 702914M
ABN 81768270253
Vision Apartments
500 Elizabeth Street
Melbourne VIC 3000

for Lot L7CP02 Unit L7CP02
Swanny Jo

Swanny Jo
c/- Xynergy Realty (Oakleigh)
19 Station Street
Oaekleigh VIC 3166

Due Date	Details	Amount due (incl. GST)	Amount paid	Interest accrued*	Interest paid	Amount outstanding
01/06/2023	Opening Balance	4,090.79	4,090.79	24.60	24.60	0.00
01/09/2023	Quarterly Contribution 1/9/23 - 30/11/23	148.89	148.89	0.00	0.00	0.00
09/10/2023	Adjustment levy for period 1/3/23 - 30/11/23	51.78	51.78	0.00	0.00	0.00
01/12/2023	Quarterly contribution (1/12/23 - 29/2/24	166.15	166.15	0.00	0.00	0.00
01/03/2024	Quarterly contribution: 1/3/24 - 31/5/24	166.15	166.15	0.00	0.00	0.00
01/06/2024	Quarterly contribution: 1/6/24 - 31/8/24	166.15	166.15	0.00	0.00	0.00
01/09/2024	Quarterly contribution - 1/9/24 - 30/11/24	166.15	166.15	0.00	0.00	0.00
01/10/2024	Adjustment levy per AGM dated 7/8/24	58.55	58.55	0.00	0.00	0.00
* Interest calculated to 06/11/2024		$5,014.61	$5,014.61	$24.60	$24.60	$0.00

Total amount outstanding **$0.00**

Cheques should be made payable to 'Vision Apartments OC 702914M'

MACQUARIE BANK

DEFT PAYMENT SYSTEMS

*Registration is required for payments from cheque or savings accounts. Please complete registration at www.deft.com.au. You do not need to re-register for the internet service if already registered.

Xynergy Realty (Oakleigh)

Owners Corporation 702914M
Lot L7CP02 Unit L7CP02

*496 251520235 39388

BPAY Biller code 96503

Contact your participating financial institution to make a BPAY payment from your cheque or savings account. Enter the biller code and your DEFT reference number. To use the QR code, use the reader within your mobile banking app. More info: www.bpay.com.au

Pay over the Internet from your Bank account. Register at www.deft.com.au

Pay over the phone from your Bank account. Register at www.deft.com.au

Credit card payments can be made over the Internet. Log onto www.deft.com.au or call 1300 301 090 and follow the instructions. A surcharge will be applicable if you use this option.

Pay by mailing this payment slip with your cheque to:

DEFT Payment Systems
GPO Box 2174, Melbourne VIC 3001

Post Billpay Pay in-store at Australia Post by cheque or EFTPOS.

Brady OCS

DEFT Reference Number
25152023539388

Amount Due
$0.00

Due Date
06/11/2024

Amount Paid
$

+251520235 39388 < 000000000<3+

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: 12 March 2024

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 No. 702914M	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	02GS025385	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 10 February 2024, Local Standard Time
	To:	4.00pm on 10 February 2025, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	500 Elizabeth Street, Melbourne VIC 3000	

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Limits of Liability		
Section 1: Property Damage Insurance	**Buildings** and **Common Property**	AUD 326,761,000
	Common Contents	AUD 3,267,610
	Catastrophe	Not Insured
Section 2: Machinery Breakdown Insurance	AUD 25,000	
Section 3: Consequential Loss Insurance	AUD 49,014,150	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 379,042,760	
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	Not Insured	
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 500,000 in the aggregate **Period of Insurance**

All the values on this Certificate of Currency are correct as at 12 March 2024 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:



Ayman Farid
Property Underwriter, NUC

Authorised Officer, Chubb Insurance Australia Limited
ABN 23 001 642 020 AFSL 239687

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Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

OWNERS CORPORATION PS 702914M

Minutes of Inaugural General Meeting

Owners Corporation No.	1
Plan of Subdivision No.	702914M
Property address	496-504 Elizabeth Street & 51-65 Therry Street, Melbourne Victoria 3000

The Inaugural General Meeting of Owners Corporation No. PS702914M was held:

TIME: 2.00PM

DATE: 10 February 2016

LOCATION 270 King Street, Melbourne VIC 3000

1.	**Members in attendance:**	Anthony Brady representing Brady Vision (Vic) Pty Ltd (ACN 132 431 773) (***the Owner***) as the company's director and secretary. Simon Pethica representing Brady Vision (Vic) Pty Ltd (ACN 132 431 773) (***the Owner***) as the company's director.
2.	**Non-members in attendance:**	Kevin Lo representing Brady Owners Corporation Services Pty Ltd
3.	**Appointment of chairperson:**	It was **unanimously resolved** to appoint Simon Pethica as chairperson for the inaugural meeting.
4.	**Quorum:**	It was noted that a quorum was established and that the registered proprietor of all of the lots on Plan of Subdivision PS 702914M is Brady Vision (Vic) Pty Ltd, and as such is the only member of Owners Corporation No. 702914M.
5.	**Proxies:**	Anthony Brady (Lots 1101,1102, 1103, 1105, 1107, 1108, 1109 1110,1111, 1112, 1201, 1202, 1203, 1205,1207, 1208, 1209, 1210, 1211, 1212, 1301, 1302, 1303, 1305, 1307, 1308, 1309, 1310, 1311, 1312, 1401, 1402, 1403, 1405, 1407, 1408, 1409, 1410, 1411, 1412, 1501, 1502, 1503, 1505, 1507, 1508, 1509,1510, 1511, 1512, 1601, 1602, 1603, 1605, 1607, 1608, 1609, 1610, 1611, 1612, 1701, 1702, 1703, 1705, 1707, 1708, 1709, 1710, 1711, 1712, 1801, 1802, 1803, 1805, 1807, 1808, 1809, 1810, 1811, 1812, 1901, 1902, 1903, 1905, 1907, 1908, 1909, 1910, 1911, 1912, 2001, 2002, 2003, 2005, 2007, 2008, 2009, 2010, 2011, 2012, 2101, 2102, 2103, 2105, 2107, 2108, 2109, 2110, 2111, 2112, 2201, 2202, 2203, 2205, 2207, 2208, 2209, 2210, 2211, 2212, 2301, 2302, 2303, 2305, 2307, 2308, 2309, 2310, 2311, 2312, 2401, 2402, 2403, 2405, 2407, 2408, 2409, 2410, 2411, 2412, 2501, 2502, 2503, 2505, 2507, 2508, 2509, 2510, 2511, 2512, 2601, 2602, 2603, 2605, 2607, 2608, 2609, 2610, 2611, 2612, 2701, 2702, 2703, 2705, 2707, 2708, 2709, 2710, 2711, 2712, 2801, 2802, 2803, 2805, 2807, 2808, 2809, 2810, 2811, 2812, 2901, 2902, 2903, 2905, 2907, 2908, 2909, 2910, 2911, 2912, 3001, 3002, 3003, 3005, 3007, 3008, 3009, 3010, 3011, 3012, 3101, 3102, 3103, 3105, 3107, 3108, 3109, 3110, 3111, 3112, 3201, 3202, 3203, 3205, 3207, 3208, 3209, 3210, 3211, 3212, 3301, 3302, 3303, 3305, 3307, 3308, 3309, 3310, 3311, 3312, 3401, 3402, 3403, 3405, 3407, 3408, 3409, 3410, 3411, 3412, 3503, 3505, 3507, 3508, 3509, 3510, 3511, 3512, 3601 ,3602, 3603, 3605, 3607, 3608, 3609, 3610, 3611, 3612, 3701, 3702, 3703, 3705, 3707, 3708, 3709, 3710, 3711,

		3712, 3801, 3802, 3803, 3805, 3807, 3808, 3809, 3810, 3811, 3812, 3901, 3902, 3903, 3905, 3907, 3908, 3909, 3910, 3911, 3912, 4001, 4002, 4003, 4005, 4007, 4008, 4009, 4010, 4011, 4012, L1CP01, L1CP02, L1CP03, L1CP04, L1CP05, L1CP06, L1CP07, L1CP10, L1CP11, L1CP12, L1CP13, L1CP14, L1CP15, L1CP16, L1ST01, L1ST02, L1ST03, L1ST04, L1ST05, L1ST06, L2CP01, L2CP02, L2CP03, L2CP04, L2CP05, L2CP06, L2CP07, L2CP08, L2CP11, L2CP12, L2CP13, L2CP14, L2CP15, L2CP16, L2ST01, L2ST02, L2ST03, L2ST04, L2ST05, L2ST06, L3CP01, L3CP02, L3CP03, L3CP04, L3CP05, L3CP06, L3CP07, L3CP08, L3CP11, L3CP12, L3CP13, L3CP14, L3CP15, L3CP16, L3ST01, L3ST02, L3ST03, L3ST04, L3ST05, L3ST06, L4CP01, L4CP02, L4CP03, L4CP04, L4CP05, L4CP06, L4CP07, L4CP08, L4CP11, L4CP12, L4CP13, L4CP14, L4CP15, L4CP16, L4ST01, L4ST02, L4ST03, L4ST04, L4ST05, L4ST06, L5CP01, L5CP02, L5CP03, L5CP04, L5CP05, L5CP06, L5CP07, L5CP08, L5CP11, L5CP12, L5CP13, L5CP14, L5CP15, L5CP16, L5ST01, L5ST02, L5ST03, L5ST04, L5ST05, L5ST06, L6CP01, L6CP02, L6CP03, L6CP04, L6CP05, L6CP06, L6CP07, L6CP08, L6CP11, L6CP12, L6CP13, L6CP14, L6CP15, L6CP16, L6ST01, L6ST02, L6ST03, L6ST04, L6ST05, L6ST06, L7CP01, L7CP02, L7CP03, L7CP04, L7CP05, L7CP06, L7CP07, L7CP08, L7CP11, L7CP12, L7CP13, L7CP14, L7CP15, L7CP16, L7ST01, L7ST02, L7ST03, L7ST04, L7ST05, L7ST06, L8CP01, L8CP02, L8CP03, L8CP04, L8CP05, L8CP06, L8CP07, L8CP08, L8CP11, L8CP12, L8CP13, L8CP14, L8CP15, L8CP16, L8ST01, L8ST02, L8ST03, L8ST04, L9CP01, L9CP02, L9CP03, L9CP04, L9CP05, L9CP06, L9CP07, L9CP08, L9CP11, L9CP12, L9CP13, L9CP14, L9CP15, L9CP16, L9CP17, L9CP18, L9ST01, L9ST02, MLST04, MLST06, **),** Simon Pethica (Lot S2 and MLST01), Marie Gilantzis (Lot S3 and MLST02), Daniel Brady (Lot MLST03) & Michael Bosser (Lot MLST05) as proxies for the Owner Brady Vision (Vic) Pty Ltd.
6.	**Appointment of minute taker:**	Kevin Lo was appointed to take the minutes.
7.	**Waiver of notice:**	It was **unanimously resolved** that the requirement of the Act to give at least 14 days' notice of the meeting to each lot owner be waived.
7.	**Section 67 requirements:**	In accordance with its obligations under section 67 of the Act, the Owner submitted the following information:- (a) the owners corporation register; (b) any accounts or records made on behalf of the owners corporation; (c) books to enable the owners corporation to keep the necessary minutes, accounts and other records; (d) the maintenance plan (pending); (e) a copy of the plan of subdivision and all related building plans, planning documents and other similar documents; (f) a copy of the *Owners Corporations Act 2006* and the regulations and the *Subdivision Act 1988* and the regulations under that Act; (g) any contracts, leases and licences binding on or benefiting the owners corporation; (h) any insurance policies in force in relation to the property, including any insurance policy taken out under section 9AAA of the *Sale of Land Act 1962*; (i) the names of companies, tradespeople or suppliers who have provided a warranty or other guarantee on any matter for which the owners corporation is

		responsible and copies of those warranties and guarantees; and (j) the common seal of the owners corporation.
8.	**Section 68 requirements:**	It was noted that the Owner is required to act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation in exercising any rights under the Act while the Owner is the owner of the majority of the lots affected by the Owners Corporation.
9.	**Appointment of Owners Corporation Manager:**	The proposed Management Agreement was tabled and considered. In accordance with Section 119 of the Act, it was **resolved by special resolution** as follows:- (a) to appoint Brady Owners Corporation Services Pty Ltd (***the Manager***) as manager of the Owners Corporation on the terms and conditions set out in the Management Agreement; (b) to delegate to the Manager all of the powers and functions that are capable of being delegated to the Manager (by virtue of Section 11 of the Act) to enable the Manager to perform its duties under the Management Agreement; and (c) to complete and affix the common seal of Owners Corporation to the Management Agreement.
10.	**Election of Committee:**	It was **unanimously resolved** to appoint the following members to the committee (there must be at least three and no more than 12): - (a) Anthony Brady (Lot MLST06) (b) Simon Pethica (Lot MLST01) (c) Marie Gilantzis (Lot MLST02) (d) Daniel Brady (Lot MLST03); and (e) Michael Bosser (Lot MLST05) It was further **resolved by special resolution:**- (a) to nominate all committee members as members of the grievance committee for dispute resolution; and (b) to delegate to the committee all of the powers and functions that are capable of being delegated to the committee (by virtue of Section 11 of the Act).
11.	**Appointment of Chairperson:**	It was resolved to appoint Simon Pethica as chairperson.
12	**Appointment of Secretary:**	It was resolved to appoint The Manager as secretary.
13.	**Insurance:**	The insurance policy was tabled and the terms and conditions of the policy were considered. It was **resolved by special resolution** as follows:- (a) the policy's terms and conditions properly reflect the needs of members and ensures that the Owners Corporation has complied with the requirements of Part 3 Division 6 of the Act; (b) that Brady Vision (Vic) Pty Ltd as sole member of the Owners Corporation, the Owner had attended to payment of the insurance premium on behalf of the Owners Corporation and that the Owner would be reimbursed accordingly by way of adjustments at settlement of the lots; and (c) to arrange a building valuation pursuant to Section 65 of the Act.

14.	**Budget and fees:**	A proposed annual budget (including Stages 2 and 3) of $1,620,002.37 Plus GST was tabled setting out the general administration, maintenance and repairs, insurance and other recurrent obligations of the Owners Corporation for the period 1st March 2016 to 28th February 2017. It was **resolved** as follows:- (a) to approve and adopt the budget noting that the income in the initial year will be less than the budget and so will costs as a consequence of the staged handover of lots to the Owners Corporation; (b) that fees be set based on lot liability in accordance with Section 23 of the Act, save that fees will be waived for lots S2 ($92,404.18 plus GST per annum) and S3 ($703,276.23 Plus GST per annum) (Stages 2 and 3) until the later of further subdivision of each of those staged lots into individual lots and the granting of an occupancy permit; and (c) that fees for lots in Stage 1 be paid quarterly in advance on 1st March, 1st June, 1st September and 1st December each year and the first such instalment being due at the earlier of: (1) The Settlement date of each lot;or (2) 1st March 2016. (d) Fees for lots in Stages 2 (S2) & 3 (S3) will be payable in advance on the earlier of settlement of the lot on the 1st of the month following achievement of the later of registration of subdivision of the lot or issuing of an occupancy permit for the lot for the pro-rata balance of the current quarter for stage 1. Thereafter they shall be paid on the same dates as Stage 1.
15.	**Contracts, leases and licences:**	The following licence agreements were tabled and considered: 1. Licence Agreement Between PS702914M and WINenergy Pty Ltd to permit installation and operation of an Embedded Electrical Network; 2. External Signage Licence Agreement Between PS 702914M and Brady Vision (Vic) Pty Ltd To Install & Display Signage on Levels 10 to the north façade and on the terrace on level 60 on the southern façade, and the south walls from levels 3 to 60 and levels 61 to the roof; 3. Licence Agreement Between PS702914M and Brady Vision (Vic) Pty Ltd To Permit Installation of Signage On Windows And Illuminated Signage Mounted On The Façade Of the Commercial Lots being lots GLR01, GLR02, GLR03 and MLR01 by either Brady Vision (Vic) Pty Ltd or any tenant of the above described lots. 4. Lift Electronic Display Licence Agreement Between

		PS702914M and Brady Vision (Vic) Pty Ltd To Display Content on the Electronic Displays installed in Lifts A, B, C, D, E and F. 5. Licence Agreement Between Brady Vision (Vic) Pty Ltd and PS702914M for temporary occupation of bicycle storage area, Level 9 carpark and concrete pump lines up the north face of the stair shaft from Ground Level to Level 8, through the lift shaft of Lift A at level 9 and South Face of the Stair Shaft (in lift lobby) at Levels 9 to Level 40 inclusive for completion of stages 2 and 3 of Vision Apartments. 6. Licence Agreement between Brady Vision (Vic) Pty Ltd and PS702914M for Retail Lots MLRO1, GLR01 and GLR02's exclusive use of Lift that operates between the Ground Floor and Mezzanine Floor. 7. Licence Agreement Between Brady Vision (Vic) Pty Ltd and PS702914M To Occupy The Roof Of Vision Apartments. 8. Licence Agreements (One For Each Lot) Between PS702914M And Brady Vision (Vic) Pty Ltd To Permit Installation Of Air-Conditioning Condensers For Lots : * 5708, 5808, 5908, 6008 and 6108 and on the Level 60 Common Property Terrace; * 6208, 6303, 6308, 6408, 6508, 6601, 6603, 6702,6703 and 6801 on the Roof; * MLR01, GLR01 and GLR02 on the Mezzanine level in the Carpark Ramp; * GLR03 at the entry of the Loading Dock. 9. Licence Agreement Between PS702914M And Brady Vision (Vic) Pty Ltd To Occupy The Store Room under the Carpark Ramp at Ground Level. 10. Licence Agreement Between PS702914M And Brady Vision (Vic) Pty Ltd to occupy the Concierge Area on the Ground Floor. The Owner considered:- (i) its obligations to act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation. (ii) the use of the common property and the requirements of Section 52 of the Act; and (iii) the rights and obligations of the Owners Corporation under each Contract, Lease and Licence and the benefits to the Owners Corporation of entering into those agreements. It was **resolved** by **special resolution** that

		(a) the Owners Corporation enter into each of the Licence agreements numbered 1 to 10 above; (b) the Owners Corporation affix the common seal of Owners Corporation to each of the Licence agreements numbered 1 to 10 above.
16.	**Services:**	In accordance with Section 12 of the Act, it was **resolved** by **special resolution** that (a) the Owners Corporation would provide the following services to lot owners (at the lot owners cost):- (i.) Facility Management; (ii.) Building Management; (iii.) Common Area Cleaning; (iv.) Common Area Electricity; (v.) Common Area Water (vi.) Common Area Gas (vii.) Building Insurance (viii.) Lift Servicing and Maintenance (ix.) Fire Systems Servicing, Maintenance & Testing (x.) Hot Systems Servicing and Maintenance (xi.) Common Area Pumps Servicing & Maintenance (xii.) Foyer Entry Door Maintenance (xiii.) Carpark Entry Door & Roller Door Maintenance (xiv.) Rubbish Removal (to the extent that services are required in excess of the City of Melbourne services supplied) (xv.) Common Area Carpet Cleaning (xvi.) Common Area Cleaning To Inaccessible Windows (xvii.) Façade Access Certification (xviii.) Lightening Protection Certification (xix.) Common Area Mechanical Services Serving And Maintenance (xx.) Essential Services Servicing, Testing and Maintenance (xxi.) Maintenance Of the Pool, Spa, Sauna and Gym Area, Theatrette and Function Rooms as necessary. (xxii.) Supply of Consumables To Common Areas Including Toilet Paper, Hand Towel Paper Etc. (b) that the Owners Corporation grant the committee the right to call tenders and enter into agreements to provide various services including cleaning, building management, facility management and services contracts to the Owners Corporation as are required for the satisfactory operation and maintenance of the Building subject to such agreements being for terms of

		up to five (5) years duration as set out in the Contract of Sale for all lots in PS702914M sold by Brady Vision (Vic) Pty Ltd and falling within the approved budget for the inaugural year. (c) affix the common seal of Owners Corporation to each of the aforementioned service agreements.
17.	**Maintenance Plan and Fund:**	In accordance with Sections 36 and 40 of the Act, it was **resolved** to engage a consultant to prepare a Maintenance Plan for consideration at the first Annual General Meeting. The meeting determined that a Maintenance Fund or Plan will not be adopted for the Inaugural Year.
18.	**Owners Corporation Rules:**	The proposed Rules attached to the Agenda were tabled and considered. It was **resolved** by **special resolution** as follows:- (a) to adopt the Rules and register the Rules at the Victorian Land Registry.
19.	**ABN/GST:**	It was **resolved** that the Manager obtain an ABN for the Owners Corporation and to arrange GST registrations.
20.	**Registered address:**	It was **resolved** the registered office of the Owners Corporation is: Ground Floor, 270 King Street, Melbourne VIC 3000
21.	**Bank accounts:**	It was **resolved** that the Manager be authorised to open and operate a bank account or bank accounts in the name of the Owners Corporation at a bank to be decided by the Manager.
22.	**Common seal:**	In accordance with Section 20 of the Act, it was **resolved** the common seal be adopted as the common seal of the Owners Corporation. It was further **resolved** that a representative of the Manager be authorised to execute documents and owners corporation certificates under this seal.
23.	**Penalty Interest:**	In accordance with Section 29 of the Act, it was **resolved** the Owners Corporation may charge interest at a rate not exceeding that payable under the Penalty Interest Rates Act 1983 on any amount payable by a lot owner to the Owners Corporation that is still outstanding after the due date for payment. It was **resolved** that the Manager is entitled to charge the costs set out in its Management Agreement to follow up outstanding payments including issuing reminder notices, final notices etc. and the costs incurred shall be a debt fully recoverable from the lot owner. It was further resolved that the costs incurred by the Owners Corporation in recovering fees and levies due under Section 32 of the Owners Corporation Act 2006 Act No. 69/2006 will be fully recoverable from the indebted lot owner. It was further resolved that the Owners Corporation ***may*** approve the engagement of the services of a debt collection agency and/or legal firm for the purpose of collecting overdue Owners Corporation fees, that any Owner in default will be liable for all and any costs associated with collection of monies due, which includes but is not limited to interest, administration fees, debt collection costs and legal costs, and that should it be required the matter can be filed with a court of competent jurisdiction which may include but not be

		limited to: the Victorian Civil Administrative Tribunal or the Magistrates Court of Victoria.
24	**Staged Planning:** **Apportionment of costs**	It was **unanimously resolved** to: (i) Share the following cost with the Builder: (a) Common Area Electricity Consumption: The Builder will be using electricity from the Common Areas' electricity meter to complete construction of Stages 2 and 3. It is agreed that The Builder will be charged and pay the owners corporation according to the last 3 month's usage (where only the Builder was using the electricity meter); (b) Insurance Coverage: The Builder will maintain Contract Works Insurance and Public Liability Insurance for all areas of the building under their power, custody or control; (c) Common Area Water consumption: As water consumption for the Builder will be minimal, the OC will be responsible for the cost of water usage in the Common Area; (ii) Waive the OC Fees for Lots in Stages 2 & 3 until later of further subdivision of each of those staged lots into individual lots and the granting of an occupancy permit.
25	**Staged Planning:** **Builder's Access**	(a) The members present noted that the following is set out in each contract of sale to each purchaser in PS702914M: (i) that the Property is part of a Development on which surveying, engineering, construction and other works contemplated by the contract of sale are being, or may, after the Settlement Date, be carried out; and (ii) that the Builder or others authorised by the Brady Vision (Vic) Pty Ltd may need access to the Property for the purpose of carrying out works to the common property or lots adjoining the common property or undertaking works, tests or inspection of the Common Property. (b) It is **unanimously resolved** to allow the Builder, its employees and Contractors access to the Site (including the common property) after the Settlement Date for the purpose of carrying out construction works (including work for staged lots S1 and S2) and rectification works on the common property and lots adjoining the common property, on the conditions that: (i) the access rights only be exercised where it is impracticable, in the opinion of the Builder acting reasonably, for the construction work to be carried out without obtaining such access and then only to the extent necessary; (ii) Brady Vision (Vic) Pty Ltd endeavours to ensure, except in unforeseen circumstances,

		that before the access rights are exercised the Builder or the Vendor gives the Owners Corporation at least 24 hours Notice; and (iii) the Brady Vision (Vic) Pty Ltd endeavours to ensure that the Builder ensures that as little damage is done to common property and disturbance to its occupants as is practicable having regard to the nature of the work to be carried out and, where there is damage to the common property, it be made good as soon as practicable at the Brady Vision (Vic) Pty Ltd reasonable expense.
26	**Amalgamation of Lots**	It was **unanimously resolved** to: Allow any owner that owns any adjoining lots to be able to amalgamate the lots into a single lot under a Section. 32 plan under the Subdivision Act subject to the appropriate approvals being obtained from the relevant authorities. The Owners Corporation will provide consent to: (i) Remove the boundary wall between the adjoining lots; (ii) Amalgamate the common property that forms the dividing party wall/s between the adjoining lots proposed to be amalgamated into the merged lots' title. In the event of the amalgamation of any lots under this resolution, the lot liability and entitlement of the combined lot shall be the sum of the amalgamated lots' respective liability and entitlement.
28.	**Vendor May Conduct Activities**	In accordance with the terms of the contract of sale with each purchaser in PS702914M, it was **unanimously resolved** to authorize Brady Vision (Vic) Pty Ltd to: a. Conduct any marketing activities whatsoever in common property; b. Place and maintain in, on and about common property signs in connection with those marketing activities; and c. Place and maintain in, on and about Vision Apartments (including common property) an office or facility from which marketing activities can be conducted, and this authorisation continues with full force and effect after settlement until Brady Vision (Vic) is not a member of the Owners Corporation.
29.	**Resolution agreed under the the Contract of Sale:**	It is **resolved** by **Special Resolution** That upon completion of the Development, all lot owners will bear responsibility for all costs incurred by the Owners Corporation in accordance with their respective units of lot liability, provided however that the Brady Vision (Vic) Pty Ltd with respect to all lots of which it is the registered proprietor, shall be limited to contributions for expenses relating to insurances, essential service maintenance contracts and essential service replacements, until such time as: (i) the lot is occupied on a permanent basis; or (ii) the lot is transferred in the ordinary course of sale to another person or entity: whereupon, as from the first of these events to occur, the

		owner of that lot at the time will become liable for payment of full Owners Corporation costs and levies in accordance with the applicable lot liability in the Plan.
30.	**General business:**	There were no general business items discussed.

There being no other business, the meeting closed at 3.45pm

Attachments:

1. Owners Corporation Rules PS702914M
2. Schedule of Fees PS702914M Financial Year 1st March 2016 to 28th February 2017.
3. Proposed Budget of PS702914M for the Financial Year 1st March 2016 to 28th February 2017.

…….

Signed by Simon Pethica as Chairperson.

BRADY owners corporation services

Brady Owners Corporation Services Pty Ltd
ABN 44 165 535 688 | ACN 165 535 688
Ground Floor, 270 King Street, Melbourne, VIC 3000
T (03) 8622 8144 E manager@bradyocs.com.au

MINUTES OF AN ANNUAL GENERAL MEETING
OWNERS CORPORATION PLAN NO. PS702914M
ADDRESS OF THE OWNERS CORPORATION: 500 Elizabeth Street, MELBOURNE VIC 3000

An Annual General Meeting of Owners Corporation Plan No. PS702914M was held on **Wednesday, 7 August 2024** Via Zoom

PRESENT:

	Ananda Djatschenko	1107
	Adel Cheah	4303 (joined 5:20 pm)
	Andrew Mitchell	L5CP05
	Bill Wong	5106
	Danielle Xu	1707
	Irma Reci	6603 B1P08 to B1P10
	Hendry Chandra	4908 (joined 5:48 pm and left 5:50 pm)
	Jarene Xu	1610
	Monica Poh	5105
	Nicole Foo	4802, 4801, L9CP02
	Virginia Gonzales	1510
	Shivan Patel	5207, 3211
	Olivia Xu	2711
	Jae Eun Jung	6209, L6ST01 to L6ST06, L6CP16
	Sue Ann Chen	Proxy for L4C06
	Daniel Brady	Proxy for 6801, B1P11 to 15, B1ST8, B1ST9, L8ST4, B1ST10, MLST1, MLST2
	Simon Pethica	Proxy for GLR1 to 3, MLR1, B1ST1 to 4, MLST6
	Marie Gilantzis	Proxy for 2109, 3407, 3510, 3908, 4302, 4311, L9CP10, 4410, 4610, 4907, 5701, 6503, L2CP01
	Elizabeth Pethica	Proxy for 1509, 4312
In Attendance	James Tham	Brady Owners Corporation Services
	Suraj Kaspal	Melbourne Maintenance Pty Ltd
Apology	Sing Huat Poh & Heng Chatt Poh	4008
	Joshua Hodge & Alysha Bingham	2312
	Jonathan Low	3409

Start time: **5.04 pm**
End Time: **6:46 pm**

1 QUORUM

A quorum was not declared to be present for this Annual General Meeting.

The decisions set out in these Minutes are interim decisions and these Minutes, forwarded to all members within 14 days of the meeting, constitute notice of those decisions. Unless a petition is received from members representing 25% of the total lot entitlement within 28 days of the meeting call for a Special General Meeting to be held, the decisions in this meeting become decisions of the Owners Corporation.

NOTE: All resolutions in these Minutes have been carried with a majority vote without any dissenting votes.

2 CHAIRPERSON

Members Resolved:
Simon Pethica be appointed to chair the meeting.

3 MINUTES

Members Resolved:

3.1 The Owners Corporation Manager be appointed to take the minutes of the meeting. 4

3.2 To adopt the minutes of the last Annual General Meeting held on 9 August 2023 tabled in **Annexure A** of the Notice of the Annual General Meeting (the **Notice of AGM**).

4 INSURANCE

The last valuation was performed by Napier & Blakeley on 9 Feb 2023. It is recommended that a valuation of the property be undertaken every three years as a preferred risk management strategy, and it **must** be revalued every five years as a maximum in accordance with the s.65 of the Act.

Note: Owners should note that it is their own responsibility to arrange insurance cover for contents within their own lot, including carpets/flooring, curtains, light fittings and liability to others for events occurring within your lot. It is recommended you seek advice from your preferred insurance broker.

Members Resolved:

4.1 That the Owners Corporation will not appoint a valuer to conduct a valuation for insurance purposes this Financial year.

4.2 To adopt the current insurance policy no. 02GS025385 placed with Chubb Insurance Australia Limited via Whitbread Insurance Brokers for period 10 Feb 2024 to 10 Feb 2025 for a replacement value of $326,761,000.00 (per most recent valuation) and General Liability cover of $50,000,000. A copy of the Certificate of Currency is attached in Annexure F of the Notice of AGM

Note: We would like to take this opportunity to draw to owner's attention that under the policy "Water damage including any discharge, leakage and or escape of any liquid whatsoever, however so occurring and or any resultant loss whatsoever" has an excess of $25,000.00

4.3 To resolve that policy excess costs for any insurance claim under the OC insurance policy be applied in the following order of priority: s 23A(3) of the Act followed by s 49 of the Act.

5 REPORTS:

Members resolved to receive and accept the following reports attached in the Notice of AGM:

5.1 To adopt the Manager's Report tabled in **Annexure B** of the **Notice of AGM;**

5.2 To adopt the Facility Manager's Report tabled in **Annexure C** of the **Notice of AGM;**

- 5.2.1 Mr Andrew Mitchell would like to thank the Suraj and the concierges. He would like residents and owners to understand bin chute blockages are as a result of user error and not the fault of the concierges who are trying to resolve the matter.
- 5.2.2 Ms Irma Reci would like the turnaround time for concierge response to queries to improve – she suggested a ticketing system.
- 5.2.3 Floor cleaning near the waste area – Suraj to obtain a quote and forward to the committee for their consideration
- 5.2.4 Light sensor in the pool seems to be faulty and Suraj will investigate
- 5.2.5 Suggested that self-collection service to installed to save time for the concierges

5.3 To adopt the Auditor's Report and Financial Statement tabled in **Annexure D** of the **Notice of AGM** and listed below:

- 5.3.1 Scott Partners Independent Auditor's Report dated 25 June 2024 for the Financial Year Ending 29 Feb 2024**;** and

5.3.2 Audited Financial statements

6 AUDITOR

In accordance with s 34 of the Act, a Tier One Owners Corporation must prepare annual Financial statement for presentation at general meeting of the owners corporation in accordance with the Australian Accounting Standards (AAS).

Members resolved:

6.1 To make a determination that the Owners Corporation is a not-for-profit entity and accordingly the Owners Corporation's annual Financial statements prepared under s 34 be a Special Purpose Financial Report as defined by the AAS.

6.2 To authorise the appointment of an auditor to conduct an audit of the Owners Corporation annual Financial statements for Financial Year 1 Mar 2024 to 28 February 2025 ("2024/25 Financial Year") in accordance with the requirements of s34 and s35(1) of the Act.

7 PROPOSED BUDGET:

Members resolved:

To adopt the following proposed budgets below for the 2024/25 Financial Year and subsequent Financial Year(s) until such time as a revised budget is approved:

7.1 **Administration Fund** (A detailed breakdown is in **Annexure E of the Notice of AGM)**
The proposed revenue budget is a 13.95% increase from last year. The increase are largely driven by increase gas (10.66% increase), insurance premium (45.37% increase), Facility management (27.46% increase) and water (10.35%). Additional commentaries are in Annexure E.

Fund	**Revenue Budget** (plus GST)	**Expenditure Budget** (plus GST)
Administration fund	$2,368,090.00	$2,368,090.00

7.2 **Maintenance Fund**

7.2.1 Maintenance Fund budget

Maintenance Fund Revenue Budget	**Revenue Budget** (plus GST)	**Expenditure Budget** (plus GST)
Maintenance Fund	$389,700.00 (0% change from last year)	Committee may direct expenditure as required under maintenance plan

8 FEES:

Members resolved for the 2023/24 Financial Year:

8.1 The Revenue Budget amount specified in item 7.1 (plus GST) be raised for the Administration Fund fees and Revenue Budget amount specified in item 7.2 (plus GST) be raised for the Maintenance Fund fees (collectively as the "Fees");

8.2 The Fees for the 2024/25 Financial Year are to be paid in advance in quarterly installments being due 1 Mar 2024, 1 Jun 2024, 1 Sep 2024, and 1 Dec 2024. The Fees after the 2024/25 Financial Year will be raised on the same basis and frequency until altered by any future resolution of the Owners Corporation;

8.3 Raise an adjustment levy for the difference between the levies already raised in the 2024/25 Financial Year (which was based on the **previous** Financial Year's budget) against the Fees set out in Items **8.1** and **8.2** in order that full Fees are raised for the 2024/25 Financial Year. The adjustment levy will be raised as soon as this resolution is binding and will be due and payable 30 days from the date of issue;

8.4 Should there be a shortfall in the funds of the Owners Corporation to meet its statutory and contractual commitments (including maintaining current insurance policy) then the Owners Corporation Committee or

the Manager may authorize the raising of a Special Levy to meet the shortfall in funds to ensure compliance.

9 COMMITTEE

Members resolved:

9.1 The Owners Corporation resolved to have a maximum of 12 committee members to sit in the committee and that the following members or proxies for members of the Owners Corporation are the new Committee:

Shivan Patel	Jonathon Low	Sue Ann Chen	Adel Cheah	Bill Wong	Andrew Mitchell
Monica Poh	Daniel Brady	Marie Gilantzis	Jarene Xu	Irma Reci	Ananda Djatschenko

9.2 That the Committee elects the Chairperson of the Owners Corporation at its first meeting;

9.3 That Brady Owners Corporation Services be nominated as the Secretary of the Owners Corporation until such time the Committee elects the secretary of the Owners Corporation at its first meeting;

9.4 That the Owners Corporation delegate to the members of the committee who are members of the Owners Corporation all powers and functions of the Owners Corporation that may be delegated as set out in the Act; and

9.5 That members of the Committee also serve as the Grievance Committee.

10 MANAGER

Members resolved:

10.1 The Owners Corporation delegate to the Manager all the powers and functions of the Owners Corporation that may be delegated under Act to enable the Manager to perform its duties under the Appointment;

10.2 The delegation to the Manager is to be subject to the conditions and limitations in Brady Owners Corporation's Contract of Appointment.

11 PENALTY INTEREST

Members resolved:

That resolve that the Owners Corporation will provide a 28 days grace period before the Owners Corporation charges penalty interest from the original due date at the maximum rate of interest payable under the Penalty Interest Rates Act 1983 in accordance with the conditions of s29 of the Act on all overdue fees, subject to the Owners Corporation Committee being empowered to instruct the waiver of penalty interest after consideration of circumstances put forward by lot members.

12 DEBT RECOVERY

Members resolved:

12.1 Where the lot owner defaults in payment of an amount due to the Owners Corporation, the Owners Corporation Manager may:

12.1.1 Issue a Reminder Notice 28 days after the debt is due;

12.1.2 Issue a Final Notice 28 days after the Reminder Notice has been issued;

12.1.3 Refer the matter to a debt collection agency 15 days after the Final Notice is issued.

12.2 The Manager shall not commence any legal action for recovery monies owed to the Owners Corporation unless it is instructed to do so by the Owners Corporation Committee. The Owners Corporation will be liable for all costs incurred including:

12.2.1 Time spent by the Manager in relation to the legal action including attending, engaging and instructing legal representative, giving evidence or any other required actions;

12.2.2 All legal advisors' fees;

12.2.3 Any expert witnesses' fees;

12.2.4 Relevant Court/Tribunal Fees.

These costs shall be become a debt due and payable by the relevant lot owner to the owners corporation unless the court or tribunal orders otherwise.

12.3 The Owners Corporation may recover from the relevant lot owner costs incurred by the Owners Corporation as a debt due and payable to the Owners Corporation as a result of the following:

12.3.1 a default by that lot owner (eg. Item **12.1**);

12.3.2 a breach of the Act, the Owners Corporations Regulations 2018 or the Rules of the Owners Corporations by that lot owner or that lot owner's Guests or their Guests' invitees;

12.3.3 damage caused to common property by that lot owner or that lot owner's Guests or their Guests' invitees.

12.4 The cost incurred in item **12.3** above excludes the personal time cost of any person acting in an honorary capacity including the chairperson, secretary, or Committee Member of the Owners Corporation.

13 GENERAL BUSINESS

13.1 Ms Jarene Xu noted that following issues with the elevator: (1) open and close button not working in lift A; (2) Time stamp on the elevator D appears to be incorrect. (3) Lift appears to go to certain floors not being called on. Suraj advised that the lifts park at certain levels to ensure that the wait time is not too long when called from people of different floors.

13.2 Mr Simon Pethica informed members that KONE has not been performing their duties under their contract and the OC has not paid their fees for a few months.

13.3 Ms Jarene Xu and Ms Ananda Djatschenko both suggested that people can access their floor through emergency exits. However, it was highlighted that this increase risks – this may be further discussed at committee level.

13.4 The toilet on the ground floor was shut because of repeated vandalism and one thief used the room to sort out their loot. Re-opening of the toilet may be considered at committee level. There was a suggestion that fob swipe access points be installed to permit use of the toilets by residents.

13.5 Making bicycle access into the building may be considered at committee level.

13.6 The disabled lifts at the front of the building has been repeatedly down due to the incorrect operations such as leaving the lift on and draining the battery. (Disabled lift is intended for occasional use by people with disabilities. As such the life of the battery is short. The lift cannot be left "on" because this would drain the battery quickly leaving it non-functional. Concierge need to attend when the lift is required in order to switch it on and off when being used to prevent the battery becoming drained. The lift is currently non-operational and awaiting repair due to damage sustained in a vandalism incident in April 2024.)

13.7 It was suggested that concierges have name tags.

14 NEXT MEETING

The next meeting to be held in August 2025.

15 CLOSE

vision

Vision Apartments
Owners Corporation Rules

Owners Corporation Plan No. PS702914M

BRADY owners corporation services

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PART A - MODEL RULES FOR AN OWNERS CORPORATION

Schedule 2 Regulation 8 Owners Corporation Regulation 2007

1. Health, Safety and Security

1.1 **Health, safety and security of Lot Owners, Occupiers of Lots and others.**

A lot Owner or Occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an Owner, Occupier, or user of another lot.

1.2 **Storage of flammable liquids and other dangerous substances and materials**

(1) Except with the approval in writing of the Owners Corporation, an Owner or Occupier of a lot must not use or store on the lot or on the Common Property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to-

a. chemicals, liquids, gases or other material used or intended to be used for domestic purpose;

b. any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 **Waste disposal**

An Owner or Occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the Occupiers or users of other lots.

2. Management and Administration

2.1 **Metering of services and apportionment of costs of services**

(1) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a lot Owner or Occupier that is more than the amount that the supplier would have charged the lot Owner or Occupier for the same goods or services

(2) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the lot Owner or Occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot Owner or Occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

a. must be claimed by the lot Owner or Occupier and the owners corporation has given the lot Owner or Occupier an opportunity to claim it and the lot Owner or Occupier has not done so by the payment date set by the relevant supplier; or

b. is paid directly to the lot Owner or Occupier as a refund.

3. Use of Common Property

3.1 Use of Common Property

(1) An Owner or Occupier of a lot must not obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the common property.

(2) An Owner or Occupier of a lot must not, without the written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the Common Property.

(3) An approval under Subrule (2) may state a period for which the approval is granted.

(4) If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the Common Property, it must give reasonable notice of this resolution to the Owner or Occupier who is keeping the animal.

(5) An Owner or Occupier of a lot who is keeping an animal that is the subject of a notice under Subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an If impairment or disability.

3.2 Vehicles and parking on Common Property

An Owner or Occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

(1) to be parked or left in parking spaces situated on Common Property and allocated for other lots; or

(2) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(3) in any place other than a parking area situated on Common Property specified for that purpose by the Owners Corporation.

3.3 Damage to Common Property

(1) An Owner or Occupier of a lot must not damage or alter the common property without the written approval of the Owners Corporation.

(2) An Owner or Occupier of a lot must not damage or alter a structure that forms part of the Common Property without the written approval of the Owners Corporation.

(3) An approval under Subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An Owner or person authorised by an Owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The Owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4. Lots

4.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

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

5. Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on Common Property

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

5.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the Common Property.

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

6. Dispute Resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006.**

PART B – ADDITIONAL RULES

Schedule 1 Section 138 Owners Corporation Regulation 2007

7. Definition and Interpretation

7.1 In these Rules:

"Act" means the Owners Corporations Act 2006;

"Additional Rules" means the rules set out in Part B – Additional Rules;

"Bicycle Storage Facilities" means the Bicycle Storage Facilities in basement 1 located on the Common Property;

"Building" means the building, structures or improvement in the Development;

"Building Manager" means the person, firm or company appointed by the Owners Corporation to assist on site with the day to day running of the Building;

"Car Park Lot" or **"Car Park Lots"** means a lot or lots on the Plan containing the letter "P" in their lot numbers;

"Common Property" means the Common Property described in the Plan;

"Developer" means Brady Vision (Vic) Pty Ltd A.C.N 132 431 773 and any of the Developer's Mortgagee.

"Developer's Mortgagee" means any person or corporation who has taken from the Developer a mortgage or charge over any lot and each of the successor's in title to those person or corporations.

"Development" means all the land and improvements comprised in the Plan and known as "Vision Apartments".

"Development Agreement" means any agreement between the Developer and Owners Corporation in relation to the Development, including any ancillary agreements between the Developer and Owners Corporation such as development leases or other licences.

"Invitee" or **"Invitees"** means the invitee or invitees of an Owner or an Occupier of a lot who does not intend to occupy the lot (such as a visitor/guest) or intends to occupy the lot for a continuous period of less than 90 days, including (but not limited to) guests/licensees/tenants of an Owner or an Occupier of a lot.

"Land" means the land in the Plan;

"lot" or "**lots**" means a lot or lots on the Plan;

"Manager" means a manager appointed in accordance with Section 119 of the Act;

"Model Rules" means the rules set out in Part A – Model Rules;

"Occupier" means a person who has been occupying, or intends to occupy, a lot for a continuous period of more than 90 days including guests, tenants,

licensees or other invitees of the Owner or Occupier of a lot;

"Owner" means an owner of a lot and a member of the Owners Corporation;

"Owners Corporation" means the Owners Corporation on the Plan and includes any Manager who, or committee established under Part 5 of the Act that has been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of these Rules;

"Plan" means Plan of Subdivision PS702914M;

"Recreation Area" is located on level 10 of the Building which includes the Swimming Pool and Spa, the Gymnasium, the Steam Room and Sauna, the Entertainment Rooms, the Cinema and all other Common Property (excluding the fire escape stairwells) on level 10;

"Regulations" means the Owners Corporation Regulations 2007;

"Residential Lot" or **"Residential Lots"** means a lot or lots on the Plan situated on level 11 or above but excludes Common Property;

"Retail Lot" or **"Retail Lots"** means lots GLR01, GLR02, GLR03 and MLR01 on the Plan;

"Rules" means all of the Model Rules and Additional Rules;

"Security Access Devices" means any key, proximity devices, swipe card, fob or any devices to secure or to gain entry into the Common Property in the Building but excludes any remote control devices to open the car park gate;

"Storage Cage Lot" or **"Storage Cage Lots"** means a lot or lots on the Plan containing the letters "ST" in their lot numbers.

7.2 **Interpretation**

(1) These Rules must be read in conjunction with the Act and the Regulations.

(2) Where there is any inconsistency between the Model Rules and the Additional Rules, the Additional Rules prevail to the extent of the inconsistency.

(3) Headings are included for convenience only and will not affect the interpretation of these Rules.

(4) A reference to anything includes the whole or each part of it.

(5) An obligation imposed on more than 1 person is enforceable against each person separately, together or in any combination.

(6) The singular includes the plural and vice-versa.

(7) Words denoting any gender include all genders.

(8) References to any legislation include any legislation which amends or replaces that legislation.

(9) For the purpose of sub-rule 7.1, any definition that is subsequently changed in the Act will have the meaning given to it by the Act.

(10) Sub-rules 3.1(4) and 3.3(4) shall be read subject to these additional rules.

8. Wind Safety

8.1 Due to the height of the Building, high wind pressures will be experienced. This affects all levels of the Building. In order to ensure the safety of all occupants in the Building and to minimise the likelihood of risk and damage to surrounding people or property, an Owner or an Occupier of a lot must:

(1) Ensure that all windows and balcony doors are closed before leaving a Residential Lot even when there are no high winds.

(2) Ensure that no loose items are left on balconies. Items left on the balconies must be sufficiently weighted down, secured or tethered so that they are unable to move in periods of high winds.

Note that furniture must **not** be bolted to the balcony floor or otherwise affixed to either the walls, floors or ceiling of the balcony

(3) Ensure that no windows or terrace or balcony door is restrained or prevented from closing by any person or object.

(4) Ensure that all windows and balcony doors are firmly closed during periods of high winds.

8.2 The Owner of a lot shall pay all costs and expenses of the Owners Corporation (including any damage to Common Property) arising from any failure by the Owner or the Occupier of a lot to comply with its obligation under rule 8 and rule 9. Nothing in this sub-rule limits the Owner of a lot to seek recovery from any contributing parties (such as the Occupier and/or the Invitees).

8.3 The Owner or the Occupier a lot and/or their Invitees accepts all liability for any damage or injury caused to other lot Owners, Occupiers, their Invitees or third parties arising from any failure by the Owner or the Occupier of a lot and/or their Invitees to comply with its obligation under rule 8 and rule 9.

9. Balconies

9.1 An Owner or an Occupier must always be aware that their balconies may be subject to high winds and must read rule 9 in conjunction with rule 8 – Wind Safety.

9.2 An Owner or an Occupier of a lot shall not keep a potted plant on their balcony unless it ensures that:

(1) water does not run off their balcony when cleaning or when watering plants;and

(2) any items on the balcony are safe from wind actions (furniture must be sufficiently weighted down, secured or tethered so as not to be blown off the balcony) and to ensure the items on the balcony do not pose a breach of any health or safety regulations.

Note that furniture must **not** be bolted to the balcony floor or otherwise affixed to either the walls, floors or ceiling of the balcony.

9.3 An Owner or an Occupier of a lot must not install or permit the installation of external wireless, television or satellite receivers on their lot.

9.4 An Owner or an Occupier of a lot must not hang or permit to be hung any clothes or other items on any balconies, handrails or at windows or any other part of the exterior of the lot so as to be visible from the exterior of the lot.

9.5 An Owner or an Occupier of a lot must not feed birds or any other animals from the window sills of a lot or on the Common Property.

9.6 An Owner or an Occupier of a lot must not use any balcony as a place of storage.

9.7 An Owner or an Occupier of a lot must not allow any item to be thrown off a balcony or out of any window, and in the case that this rule is not adhered to, the Owner or Occupier takes full responsibility for the liability of such an action.

9.8 An Owner or an Occupier of a lot must not place or install objects, furniture, fixtures or fittings of any nature adjoining to the balcony balustrades such that the effective height of the balustrade is less than specified in the Building Code of Australia as a consequence.

10. Window Furnishing

10.1 Subject to sub-rule 10.2 below, an Owner or an Occupier of a lot must not install or fit or permit the installation or fitting of:

(1) any canvas, curtain, blind, shutter, awning or any other window furnishing on the outside of any window; or

(2) any canvas, curtain, blind, shutter or any other window furnishing on the interior of any window other than as permitted and approved in writing by the Owner Corporation or as specified below;

a. Beige coloured roller blinds or as approved by the Owners Corporation in writing.

10.2 An Owner or an Occupier of a lot must not permit sheets, paper, foil or any other material to be used as a window covering other than temporarily for a period of no longer than 14 days while waiting for delivery of approved, pre-ordered window furnishings.

10.3 An Owner or an Occupier of a lot must not permit window tinting to external windows.

10.4 The Owners Corporation may request any window furnishing or treatments that are not compliant with these Rules to be removed and replaced with the correct colour and type (at the Owner's cost).

10.5 Once an Owner or an Occupier is notified by the Owners Corporation that window furnishings or treatments are in breach of these Rules, the window furnishings or treatments must be replaced, removed or rectified within 30 days of such notice (at the Owner's cost).

11. Works

11.1 An Owner or an Occupier of a lot shall not undertake or permit any works to be undertaken to a lot (including alteration to any gas, water, electrical, or fire service) without the prior written consent of the Owner Corporation. General decoration such as painting is excluded.

11.2 An Owner or Occupier of a lot shall under no circumstances be permitted to alter the interior layout so as to incorporate any more bedrooms than were depicted on the endorsed town planning drawings at the time the Plan of Subdivision was registered or to make any change or modification to the layout or use of the property which will compromise or increase premiums of the Owners Corporation building insurance.

Any non-compliant installation must be removed and made good within 30 days of written notice from the Owners Corporation at the Owner's expense.

11.3 Under no circumstances shall an Owner or Occupier be permitted to alter the class of the subject lot under the Building Code of Australia from the class noted on the Occupancy Permit at or about the time the Plan of Subdivision was registered.

Any non-compliant installation or use must be removed or cease within 30 days of written notice from the Owners Corporation at the Owner's expense.

11.4 In the event that an Owner or an Occupier of a lot wishes to replace soft floor furnishings (e.g carpet) with hard floor furnishings, (e.g timber, tiles or the like) the installation of the hard floor furnishings must not be performed without the prior written consent of the Owners Corporation and proposed installation must comply with the relevant Building Codes and Australian Standards for acoustic performance applicable at the time of installation. The proposed contractors' specifications (including acoustic performance) must be provided to the Owners Corporation and accepted in writing prior to works commencing.

Any non-compliant installation must be removed and made good within 30 days of written notice from the Owners Corporation at the Owner's expense.

11.5 An Owner or an Occupier of a lot must not without the prior written consent of the Owners Corporation and then only on the terms and subject to the conditions specified in that consent:

(1) make or permit to be made any alterations or additions that are structural or which change the external appearance of the lot and/or any accessory lot;

(2) install or permit the installation of a security door or screen to the lot entrance;

(3) place any signage or decorations or change the appearance of external face of their lot entry door; or

(4) make any internal alterations to partitions, walls or ceilings which in any way compromise the Building's fire protection sprinkler system design and operation.

12. Storage of Bicycles

12.1 An Owner or an Occupier of a lot must:

(1) not permit any bicycle to be stored on their balconies or on the Common Property except in the designated Bicycle Storage Facilities;

(2) not enter any part of the Building with a bicycle except by the Therry Street entrance or the Therry Street car park entrance;

(3) not bring the bicycle through the ground floor lobby unless otherwise permitted by the Owners Corporation; and

(4) comply with the rules of use of the Bicycle Storage Facilities set by the Owners Corporation or the Manager from time to time.

12.2 The Owners Corporation may remove and dispose of bicycles that have been abandoned in the Bicycle Storage Facilities.

13. Recreation Area

13.1 The Recreation Area is for the exclusive use of Owners or Occupiers of a Residential Lot or Retail Lot. For the purposes of Rule 13, the Recreation Area is only usable by Occupiers with:

(1) A Residential Leasing Agreement for that lot; or

(2) Written confirmation from the Owner that the person is an Occupier of that lot.

13.2 All users of the Recreation Area do so entirely at their own risk and must ensure they have the appropriate level of training and/or the necessary health and fitness levels before using any of the facilities in the Recreation Area.

13.3 An Owner or an Occupier of a lot must comply with the times of use of the Recreation Area which will be opened and closed at designated times as varied from time to time.

13.4 Notwithstanding that all users of the Recreation Area do so at their own risk, the Owners Corporation may limit any Owner or Occupier of a lot and/or any of their Invitees access to the Recreation Area until such time the Owner or Occupier provide the necessary health and competency declaration.

13.5 Any persons under the age of 15 must be accompanied by an adult at all times whilst in the Recreation Area.

13.6 Only a maximum of 2 guests or Invitees per Residential/Retail Lot are permitted at any one time using the Swimming Pool, Spa, Gymnasium, Steam Room or Sauna.

13.7 Guests or Invitees must be accompanied by the relevant Owner or Occupier of a Residential/Retail Lot at all times.

13.8 The following are not permitted in the Recreation Area:

(1) smoking;
(2) pets;
(3) portable personal and private barbeques;
(4) consumption of alcohol (except **in** the Entertainment Rooms);
(5) use of illicit drugs;and
(6) loud music.

13.9 In entering the Recreation Area, an Owner or an Occupier of a Residential/Retail Lot and/or Invitees express agreement to abide by all published (displayed within the Recreation Area and on the online portal which may be updated by the Owners Corporation from time to time) rules and terms of use, or regulations for the various facilities in the Recreation Area and to indemnify the Owners Corporation from any and all legal proceedings arising from the breach of those published rules. These published rules include (but are not limited to) the Swimming Pool & Spa Rules & Terms of Use, the Gym (Gymnasium) Rules & Terms of Use and the Sauna & Steam Room Regulations.

13.10 An Owner or an Occupier of a Residential/Retail Lot may book the Cinema or the Entertainment Rooms within the times set by the Owners Corporation from time to time and must adhere to the following rules and additional rules/terms of use which may be published by the Owners Corporation from time to time:

(1) The Cinema or Entertainment Rooms must be booked in advance through the Owners Corporation.

(2) A cleaning fee (the amount to be as advised by the Owners Corporation from time to time) must be paid in advance prior to use of the Cinema or Entertainment Rooms.

(3) A security bond or deposit (the amount to be as advised by the Owners Corporation from time to time) must be paid prior to the use of the Cinema or the Entertainment Rooms. The security bond will be refunded after the

use of the Cinema or Entertainment Rooms less any cost incurred due to breakages, damage or additional cleaning charges in excess of the basic of cleaning fee paid in sub-rule (2).

(4) Reimburse the Owners Corporation for any breakage or damage caused to any items in the Cinema or Entertainment Rooms or any excessive cleaning that exceeds the security bond amount.

(5) The Cinema or Entertainment Rooms must be left in a clean and tidy state after use and all lights, electrical equipment and air-conditioning must be switched off, and all furniture and equipment must always be left in its original place after use. The door to the Cinema or Entertainment Rooms must be locked up after use.

(6) All equipment, appliances and sink in the Entertainment Rooms must be cleaned after use.

(7) The Cinema or Entertainment Rooms must not be used for commercial purposes, or subleased to third parties or used to conduct any activity which may attract complaints or may be deemed inappropriate by other Owners or Occupiers.

(8) Users of the Cinema:

a. must not do anything or screen anything that may infringe the intellectual property, copyright or any other rights of any other persons;

b. must not do anything or screen anything that would cause them or the Owners Corporation to breach any law, regulation, rule code or other legal obligation;

c. must not screen anything that is or could reasonably be considered obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial/religious hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;

d. must not do anything that would bring the Owners Corporation into disrepute; and

e. will indemnify and hold the Owners Corporation (and all agents of the Owners Corporation) harmless from and against all claims, actions, suits, demands, damages, liabilities, costs or expenses arising out of or connected to their use of the Cinema and any breach of sub-rule 13.10(8).

(9) Remove all consumables (if any) that are stored in the refrigerator after use.

(10) Report any breakage or missing items as soon as possible to the Manager or the Building Manager.

(11) The Owners Corporation may limit the number of bookings each lot is entitled to make. This is ensure Owners or Occupiers of all lots have reasonable opportunities to book the Entertainment Rooms or Cinema.

(12) The Owners Corporation may ban any Owner or Occupier of a lot from booking the Cinema or Entertainment Rooms if they have breached rule 13.

(13) The Owners Corporation may limit the maximum number of persons allowed in the Entertaining Rooms or Cinema for any one booking.

(14) The Owner, Occupier or their guests utilizes the Cinema or Entertainment Rooms as their own risk. In using the Cinema or Entertainment Room, the Owner or Occupier accepts full responsibility and liability for the health, safety and well-being of themselves and their guests as well as any liability to third parties due to the actions of themselves or their guests whilst using the Entertainment Rooms and Cinemas.

(15) The Owners Corporation may cancel or terminate any bookings at their absolute discretion without any notice. The Owners Corporation will not be held liable for any loss and damage suffered by any Owner, Occupier or their guests due to any such cancellations.

14. General

14.1 An Owner or Occupier of a lot and their Invitees must not:

(1) consume alcohol (excluding the Entertainment Rooms) or smoke on the Common Property including, but not limited to, the Recreation Area, Bicycle Storage Facilities, mail room, rubbish room, landings, lifts, corridors, lobbies or car park areas;

(2) dispose of cigarette butts on the Common Property;

(3) throw or allow to be thrown, let fall or permit or suffer to be thrown any object or substance out of the windows or doors, off balconies or down stairwells. Any damage or cost to clean or repair caused by a breach of this sub-rule shall be borne by the lot Owner;

(4) allow any lot or any part of a lot or any part of the Common Property to be used for repair, wash or restoring of any vehicle, bike, boat or trailer;

(5) place any rubbish on the Common Property except in properly secured containers in the area set apart for that purpose;

(6) use any machine, equipment or instrument which causes interference with wireless or television reception;

(7) make or permit to be made any undue noise, odours, vibrations in or about the Common Property or lot;

(8) make or permit to be made noise from audio equipment music or machinery which may be heard outside the Owner or Occupier's lot;

(9) do anything that will cause any increase or extra premiums for the insurance of the building or which causes such insurance to become void; or

(10) allow any polluted and/or sediment laden runoff to be discharged directly or indirectly into Melbourne Water's drains or watercourses.

14.2 An Owner or an Occupier of a lot must not without the prior written consent of the Owners Corporation and then only on the terms and subject to the conditions specified in that consent:-

(1) place any item (such as a doormat or plant) on the Common Property;

(2) use their lot for any business, manufacturing, storage or vending purposes. This rule does not apply to the Retail Lots;

(3) use the lot or any part thereof or the Common Property for the making of any public announcement or for the displaying of any placard, advertisement, sign or billboard including, but not limited to, "For Sale" and "To Let" signs;

(4) keep any animal in a lot or on the Common Property;

(5) use their Car Park Lot (if any) for any purpose other than as a car parking space. A Car Park Lot is not permitted to be operated as a public car parking facility;

(6) store any materials or goods on the Common Property or on any Car Park Lot (except within an attached storage cage to a Car Park Lot) or place any television or wireless aerial or hot water storage tank on the Common Property;

(7) enter into any plant room, electricity switch room, lift machinery room, or adjust or cause adjustment to any thermostat, water control, electricity, gas or heating and / or cooling controls in or on the Common Property.

(8) Use their Lot for any purpose which may
a. Be illegal or damage the reputation of Vision Apartments; and
b. Cause a nuisance or hazard to other Owners or Occupiers.

14.3 An Owner or an Occupier:

(1) must pay any increased insurance premium occasioned by his/her/their particular use of the lot;

(2) must keep the passageway outside his/her/their particular lot clean and clear of rubbish and must clean any spills or stains caused by them or their visitors and guests in the corridors, stairwells, landings and lifts;

(3) shall use any lift in the Building at his/her/their own risk and in a careful and responsible manner and make good any damage caused as a result of use of the lifts for delivery of goods by the Owner or the Occupier;

(4) must prior to leasing any lot ensure that a copy of these Rules form part of the lease and the lease must contain a provision that states that failure to comply with these Rules shall constitute a breach of an essential or fundamental term of the lease;

(5) must not enter into a lease for a term of less than 90 days and must include in the lease a provision that precludes the tenants from subleasing the premises to a third party;

(6) must only lease the lot in its entirety (with the exception of the Retail Lots). Leasing of individual rooms or a portion of the lot is strictly prohibited;

(7) must ensure their vehicles are in sound condition and do not leak oil fuel or other fluids on to either their Car Park Lot or Common Property. Any leak is to be rectified immediately and all fluid on the Car Park Lot and Common Property removed by the owner of that vehicle;

(8) shall repair and maintain the interior of the lot and parts of the Common Property in the exclusive use of the Owner or the Occupier of the lot and maintain in good repair and working order and keep clear all sanitary and sewerage and other apparatus and equipment wholly within the lot;

(9) are prohibited from registering or running their lot as a rooming house;

(10) must provide an electronic mail address to the Owners Corporation;

(11) must give to the Manager:
   a. contact details of the real estate managing the lease of their lot;
   b. written details of the Occupier;
   c. a copy of the residential lease agreement.

(12) must ensure that their Invitees comply with these Rules. A breach by their Invitees would be considered a breach by the Owner or Occupier of the lot.

14.4 Owners and Occupiers acknowledge that the Owners Corporation may utilize electronic recording media including cameras to monitor and protect Common Property.

15. Actions and Recovery of Costs for Breaches

15.1 The Owners Corporation may instruct third party security staff to attend to breaches of any of these Rules including attendances to:

(1) Out of hours access to the Recreation Area;
(2) Consumption of alcohol and/or drugs on Common Property including recreation facilities;
(3) Excessive noise complaints;
(4) Abusive or threatening behaviour;
(5) Throwing of objects or substance;
(6) Conduct of any illegal and/or illicit activities within the dwelling or the Common Property.

The cost of attendance of the security staff together with the costs of the Manager or Building Manager will be charged to a lot Owner if they, the Occupier of their lot and/or their Invitees are the cause of the event or incident which results in security being called.

15.2 With respect to the Recreation Area, the Owners Corporation may deny access to those lots' Owners, Occupiers and/or their Invitees who have breached these Rules and the rules of use (as described in sub-rule 13.9) related to operating of the facilities in the Recreation Area (until such time as the Owners Corporation is certain such Owners or Occupiers of those lots and/or their Invitees would not breach these Rules or rules of use) as there are significant Occupational Health & Safety issues associated with these facilities which cannot be adequately controlled if users fail to adhere to these Rules, the rules of use (as described in sub-rule 13.9), as well as guidelines on use and operation of equipment(s).

15.3 If any Owner or Occupier of a lot and/or their Invitees cause the Emergency Warning System in the Building to be activated, the Owner of that lot will be liable for all costs incurred from third parties including Emergency Services Personnel, the Building Manager, the Manager and the like, in accordance with sub-rule 21.3.

15.4 Any Owner or Occupier of a lot and/or their Invitees who breaches their obligations under these Rules in respect to alteration of an apartment interior will be required to, within 30 days written notice by the Owners Corporation, reinstate the interior of the apartment to its layout and condition prior to the breach occurring at the lot Owner's expense.

15.5 Any Owner who breaches their obligations in respect of either:

(1) entering into a lease for a term of less than ninety (90) days;

(2) entering into lease/s for a portion of a lot (but not the entire lot); or

(3) a lease permitting sub-leasing,

shall be required to immediately terminate the lease/s and remove the tenants.

16. Developer Provisions

16.1 Notwithstanding anything to the contrary contained in the Rules, for so long as the Developer is an Owner, an Occupier or is engaged in any action require or desirable for the furtherance of the Development or any mortgagee or chargee of the Developer has an interest in any part of any lot, the Rules shall 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 or actions of any nature or description that the Developer their servant, agent and contracts their mortgagee or chargee, may be engaged in or which may need to be carried out in order to complete the Development.

16.2 Without limiting sub-rule 16.1, nothing in these Rules will prevent or hinder the Developer (including the successors, assigns, mortgagee or chargee, to the extent they are still engage in the Development) from completing constructions of improvements being the lots and Common Property and nothing in these Rules will prevent or hinder the Developer from selling any Lots and without limitation the Developer may:

(1) erect any barriers, fences, hoardings, signs as the Development deems necessary to facilitate any works to be carried out in relation to the Development;

(2) use any lots as a display Lot to assist in the marketing and sale of other lots;

(3) place anywhere for any duration on the Common Property signs and other materials relating to sale of lots;

(4) conduct in a Lot or anywhere on the Common Property an auction sale of a lot;

(5) use in any way it considers necessary any part of the Common Property for the purpose of selling lots;

(6) use in any way it considers necessary, or take exclusive and sole possession of any part of the Common Property to facilitate completion of construction works in relation to the Development;

(7) exclude all and any Owners or Occupiers or their agents or invitees from any parts of Common Property as may be necessary in order to do any works in relation to the Development;

(8) grant rights to use or access through or over the Common Property to third parties on such terms and condition as the Developer deems fit;

(9) limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and

(10) use whatever is required to the Development as necessary to carry out any works and to block for whatever period as is necessary access to the Development in order to carry out any works,

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.

16.3 Every Owner hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out this Rule without any prevention or hindrance of such Owner.

16.4 The Owners Corporation must do all things reasonably required by the Developer to facilitate efficient and economic completion of construction of the lots and Common Property by the Developer and sale by the Developer of lots and without limitation the Owner's Corporation must for those purposes sign all necessary consents, authorities, permits or such other documents as may be required by the Developer or its mortgagee or chargee and must close off from access by Owners and Occupiers parts of the Common Property when it is necessary to do so.

16.5 In case of any inconsistency between the Rules and the rights of the Developer under any Development Agreement, the Developer's rights under the Development Agreement shall prevail and the Owners, Occupiers and Owner's Corporation must not seek to enforce the Rules against the Developer where to do so would conflict with the Developer's rights under any such Development Agreement.

16.6 An Owner or Occupier must comply with the terms of any Development Agreement between the Developer and the Owner's Corporation that is disclosed to the Owner or Occupier.

17. Electronic documents and polls

17.1 The Owners Corporation shall:

(1) have the option to provide electronic access to all Owners Corporation documents that are made accessible to Owners including minutes of all Owners Corporation meetings, financial statements, contracts, agreements, Rules, Plan of Subdivision and insurance covers and Owners' body corporate accounts; and

(2) have the option to conduct electronic polls from Owners.

18. Moving of Goods, Moving In / Moving Out

18.1 An Owner or Occupier of a lot must not move any goods (including any plant and material or other items) likely to cause damage or obstruction in Common Property without first notifying the Owners Corporation and obtaining the Owners

Corporation consent and subject to any terms provided in that consent. In the event such consent is granted, lift covers shall be used.

18.2 An Owner or Occupier of a lot moving any Goods or moving in or moving out must:

(1) only load or unload the loading bay along Therry Street. For avoidance of doubt, the loading or unloading of vehicle of goods, plant and material or other items delivered to or despatched from the Land must take place within the boundary of the Land;

(2) vehicles are not permitted to reverse out of the Building's loading bay onto the Therry Street;

(3) not load or unload (any goods, plants and material or other items delivered to or despatched from the Land) along Therry Street or Elizabeth Street;

(4) notify the Owners Corporation to arrange and register a suitable date and time for that move. A minimum of 2 working days' notice must be given prior to the intended date for moving into or moving out of its lot;

(5) comply with all directions made by Owners Corporation, Manager or Building Manager regarding moving in or moving out of its lot; and

(6) complete an indemnity form and pay a security deposit bond (amount to be decided by the Owners Corporation from time to time). The security bond will be returned after the move has been completed, less any costs for damages caused to Common Property during the move. In the event the damage to Common Property exceeds the security deposit bond, the Owner of the lot will be liable to reimburse the Owners Corporation.

18.3 Unless prior approval is obtained from the Owners Corporation, all moves in and out of the Building will be only permitted between 10 am and 4 pm (Mondays to Fridays and excluding Public Holidays). Any moves requested outside of these hours will be at the absolute discretion of the Owners Corporation and the Owners Corporation may charge any after-hours fee incurred including the Building Manager's after-hours fees.

19. Compensation to Owners Corporation

19.1 The Owner of a lot shall compensate the Owner's Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Owner or Occupier or their respective tenants, licensees or Invitees.

20. Security

20.1 An Owner or an Occupier of a lot must not:

(1) reproduce any Security Access Keys for the Common Property or car park gate remote. In the event this sub-rule is breached, the Owners Corporation

will terminate access to all Security Access Keys that has been reproduced illegally and the Owner or the Occupier will have to replace the Security Access Keys at their own expense; and

(2) do anything which may adversely affect the security protection of the Building or any lot or Common Property including allowing a person not being a lot Owner's or an Occupier's visitor or person authorized by the Owners Corporation to enter Common Property.

20.2 An Owner or an Occupier of a lot must promptly notify the Owners Corporation, Manager or Building Manager of the loss of any Security Access Keys for the Common Property or any car park gate remote.

20.3 The following are the maximum number of Security Access Key allowed per lot:

(1) Residential Lots: A maximum of 2 active Security Access Key per bedroom. In the event the Residential Lot is tenanted out, an additional Security Access Key can be provided to either the property manager or the Owner (but not both).

(2) Car Park Lots: A maximum of 1 active car park gate remote per Car Park Lot. There is no additional Security Access Key (beyond those allocated to the Residential Lot) associated with the Car Park Lot. In the event a Car Park Lot is tenanted to an Owner or Occupier of another lot, the Owners Corporation can re-program the tenant's Security Access Key to the Car Park Lot's floor.

(3) Storage Cage Lots: There is no additional Security Access Key (beyond those allocated to the Residential Lot) associated with the Storage Cage Lot. In the event a Storage Cage Lot is tenanted to an Owner or Occupier of another Residential Lot, the Owners Corporation can re-program the tenant's Security Access Key to the Storage Cage Lot's floor.

20.4 The cost of replacing or providing any additional Security Access Key or any car park gate remote which is issued to the Owner will be at that Owner's cost. The cost will be the actual cost of the Security Access Key plus the Manager's or Building Manager's costs.

20.5 Only Owners or property managers (with leasing authority provide by the Owner) may request additional Security Access Key or any car park gate remote.

20.6 An Owner or an Occupier of a Lot must comply with the requirements of the Manager in relation to the security of the Development.

20.7 Security Access keys and car park gate remotes remain the property of the Owners Corporation.

20.8 For security purposes, Security Access Keys and car park gate remotes are for the sole use of Owners or Occupiers within the building. The Owners Corporation

or the Manager may de-activate any Security Access Keys and car park gate remotes if:

(1) it is found in use by someone who is not an Owner or Occupier of a Lot, such as an Invitee;
(2) it is found in the possession of someone who is not an Owner or Occupier of a Lot, such as an Invitee; or
(3) it is found that it allowed an Invitee trespass onto another Owner's lot.

The cost of replacing such a de-activated Security Access Keys or car park gate remotes will be at that Owner's cost.

21. Owner Corporation Levies

21.1 An Owner of a lot must pay (according to its lot entitlement in the Plan):

(1) administrative levies set by the Owners Corporation; and

(2) special levies set by the Owners Corporation on the due date.

21.2 The Owners Corporation will charge interest on outstanding levies at the rate of interest payable under the Penalty Interest Rates Act 1983.

21.3 All costs reasonably incurred by the Owners Corporation (including but not limited to the costs and charges payable by the Owners Corporation to the Manager or the Building Manager) as a consequence of:

(1) the failure to observe these Rules by any Owner or Occupier of a lot;

(2) the breach of any legislation by the Owner or Occupier of a lot, including but not limited to the Subdivision Act 1988, the Owners Corporation Act 2006 or the Regulations;

(3) failure of the Owner to pay fees or other moneys due to the Owners Corporation,

will be recoverable from that lot Owner.

21.4 The Owners Corporation will recover all of its costs in relation to:

(1) the recovery of outstanding levies (inclusive of all costs for reminder notices, final notices, debt collector fees, legal fees including legal costs on a client basis and all legal application fees); and

(2) a breach of the Rules by an Owner or an Occupier of a lot including any administrative costs and charges payable by the Owners Corporation to the Manager, Building Manager or third parties.

21.5 Further to sub-rule 15.2, should an Owner have any outstanding fees, levies, charges or other money due to the Owners Corporation, including any such fees

or other money due to the Owners Corporation by the Occupier of that Owner's lot, the Owners Corporation may restrict access to the Recreation Area within the Building until such time as those monies have been paid in full.

22. Notification of defects

22.1 An Owner or an Occupier of a lot must promptly notify the Owners Corporation or its manager of any accident or defect/issue in the water pipes, electrical, gas pipes, electrical or gas installation or fixtures either within their lot or the Common Property.