



P W Property Services

**CONTRACT OF SALE OF REAL ESTATE
(Residential)**

**HEINER PROPERTY DEVELOPMENT PTY LTD
(ACN 609 030 346) ATF YANG & CHEN FAMILY TRUST
("Vendor")**

("Purchaser")

**Property:
APARTMENT 1, 1170 DANDENONG ROAD, CARNEGIE VIC 3163**

Licence No. 001415L
Suite 7
45 Railway Road
Blackburn Vic 3130
Phone: +61 3 8838 8344
Fax: +61 3 8672 0760

Ref: 200901-SL-G01

We hold Professional Indemnity Insurance in relation to conveyancing transactions

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

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/...../2020

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/...../2020

Print names(s) of person(s) signing: **Heiner Property Development Pty Ltd (ACN 609 030 346) ATF Yang & Chen Family Trust**

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: _____
Address: _____
Email: _____
Tel: _____ Mob: _____ Fax: _____ Ref: _____

Vendor

Name: Heiner Property Development Pty Ltd ATF Yang & Chen Family Trust
Address: 27 Boronia Street, Canterbury VIC 3126
ABN/ACN: 609 030 346
Email: _____

Vendor's legal practitioner or conveyancer

Name: P W Property Services
Address: Suite 7, 45 Railway Road, Blackburn VIC 3130
Email: info@pwproperty.com.au
Tel: 03 8838 8344 Mob: _____ Fax: 03 8672 0760 Ref: 200901-SL-G01

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 12234 Folio 316	G01	801175X

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: Apartment 1, 1170 Dandenong Road, Carnegie VIC 3163

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

Price \$ 0.00
Deposit \$ 0.00 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.*

CONTRACT OF SALE REAL ESTATE – SPECIAL CONDITIONS

1. AUCTION

The property is offered for sale by public auction, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be set out in Schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those rules.

2. PURCHASER'S ACKNOWLEDGEMENTS

The Purchaser acknowledges and accepts that:

- 2.1 It has inspected the Property and purchases the Property in its state of repair and condition (including any deficiency which may otherwise require reinstatement or replacement) as at the Day of Sale;
- 2.2 The Vendor gives no warranty that the improvements erected on the Property or any alternations or additions to the improvements comply with the Regulations made pursuant to the Building Act 1993 or any other relevant legislation ("Regulations") or the requirements of any Authority ("Requirements") and the Purchaser shall not make any requisition, objection or claim any compensation or damages, refuse to pay the Price (or any part thereof) or delay settlement because of any non-compliance with any Regulations and/or Requirements;
- 2.3 The Vendor gives no warranty as to the use to which the Property may be put;
- 2.4 Any restriction on the use of the Property under any town planning scheme or imposed by any authority (including any government, semi-government, administrative, municipal or judicial body), which has the power to control the use of Land shall not affect the validity of this Contract and the Purchaser buys subject thereto, and the Purchaser shall not make any requisition, objection or claim any compensation or damages, refuse to pay the Price (or any part thereof) or delay settlement on the basis of such restriction;
- 2.5 If the use to which the Vendor has previously put the Land is permissible only with the consent of any authority under or pursuant to any statute, ordinance, regulation, by-law, town planning scheme or interim development order or other enactment or order of the Court the Purchaser shall obtain the consent at the Purchaser's own expense;
- 2.6 Completion of this Contract shall not be conditional or dependent upon the Purchaser obtaining any consent or approval lawfully necessary in order to enable the Property or any part of it to be used or occupied by the Purchaser or any other person for any purpose whatsoever, and shall not be conditional upon any matter referred to in this Special Condition; and
- 2.7 The Purchaser has made and has relied on its own searches, investigations and enquiries in respect of the property before the date of this Contract and the Purchaser hereby agrees that he has not been induced to enter into this Contract by any express or implied statement, warranty or representation or relied upon any representation made by the Vendor or anyone acting on behalf of the Vendor regarding the condition of the Property, including but not limited to:
 - 2.7.1 The existing or potential fitness or suitability of the Property for any purpose;
 - 2.7.2 Any financial return or income derived or to be derived from the Property;
 - 2.7.3 The condition or state of repair of the Property; or
 - 2.7.4 Whether or not any part of the Property is contaminated or source of pollution.

3. AMENDMENTS TO GENERAL CONDITIONS

- 3.1 The parties agree that the following General Condition 9 do not apply to this contract.
- 3.2 The parties agree that the following General Conditions are to be amended:
 - 3.2.1 7 - A new sub-clause 7.3 shall be added as follows:

"7.3 The Purchaser admits that the land as offered for sale and inspected is identical with that described in the title particulars referred to in the Particulars of Sale."
 - 3.2.2 14.3.a. (ii) shall be amended by replacing the words "80% of the sale price" with the words "90% of the sale price"

- 3.2.3 28.2 shall be amended by adding words at the end of the sentence "... and the Purchaser shall indemnify the Vendor in relation thereto."
- 3.2.4 31.3 shall be amended by deletion of "one or more of the" and inserting "improvements, fixtures, fittings or" and deletion of "but may claim compensation from the vendor after settlement".
- 3.2.5 31.4, 31.5, 31.6 do not apply to this contract.
- 3.2.6 33 shall be amended by replacing the words "2% per annum" with the words "5% per annum".
- 3.2.7 35.4(a) shall be amended by replacing the word "up" with the word "equivalent".

4 TRANSFER OF LAND

In the event that the Vendor's solicitors do not receive the said Transfer of Land at least 10 days before the date of settlement:

- 4.1 The Vendor is not obliged to complete this contract until 10 days from the date on which the purchaser actually delivers the Transfer of Land to the Vendor; and
- 4.2 The Purchaser is deemed to have defaulted, and penalty interest and all other costs charges and expenses shall be payable from the date the Transfer of Land should have been received until the default is rectified.

5 NON PAYMENT OF THE WHOLE OR PART OF THE DEPOSIT

The Failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract and the contract may be immediately terminated by the vendor at his opinion.

General Condition 34 shall not apply where the deposit or part of the deposit is not paid when it is due.

6 DEFAULT COSTS CHARGES AND EXPENSES

General Condition 32 does not apply to this contract and shall be replaced by the following:

"The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete settlement on the settlement date referred to in the Particulars of Sale, the Vendor may incur the following additional expenses and losses incurred from the settlement date until actual settlement occurs, which amounts shall be paid by the Purchaser, in addition to the interest chargeable on the balance of purchase monies:

- 6.1 The costs of obtaining bridging finance to complete the Vendor's purchase of another property calculated from the due date of settlement and interest charged on such bridging finance;
- 6.2 Interest, penalties, fees, charges and discount fees payable by the Vendor under any existing Mortgage over the property calculated from the due date of settlement;
- 6.3 Accommodation expenses necessarily incurred by the Vendor;
- 6.4 Legal and Conveyancing representative costs and expenses as between Vendor's conveyancer / Vendor's representative and Vendor;
- 6.5 The cost for rescheduling settlement on the day of settlement or after, even though the Purchaser shall not be deemed to be in default under the Contract;
- 6.6 Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase of another property;
- 6.7 If settlement is due to take place before 31 December in any given year but is delayed through no breach by the Vendor, the Purchaser agrees to pay land tax applicable to the Property for the year in which settlement actually takes place, in full and without deduction.
- 6.8 The Vendor's conveyancer's settlement rebooking fee in the amount of \$150.00 (plus GST) and any other fees levied by the Vendor's mortgagee and/or their conveyancer and agents.
- 6.9 The Vendor's conveyancer costs and expenses for issuing any Default Notice due to the breach in the sum of \$600.00 plus GST.

7 NOMINATION

General condition 4 is deleted and replaced by the following:

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

The nominated purchaser acknowledges that the Vendor will incur additional conveyancing should a nomination occur within 10 days of settlement. These costs are payable to the Vendor's Conveyancer by the Purchaser. The Purchaser

therefore agrees to reimburse the Vendor \$150.00 (plus GST) for costs incurred by their Conveyancer in relation to the nomination at settlement.

8 SEVERABILITY

If any part of this Contract becomes void or unenforceable or is illegal then that part shall be severed from this Contract to the intent that all parts which are not void, unenforceable or illegal shall remain in full force and effect and be unaffected by the severance.

9 STAMP DUTY – PURCHASERS BUYING UNEQUAL INTERESTS

- 9.1 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the Contract correctly records at the Day of Sale the proportions in which they are buying the property ("the proportions").
- 9.2 If the proportions recorded in the Transfer of Land differ from those recorded in this Contract, it is the Purchaser's responsibility to pay any additional duty which may be assessed as result of the variation.
- 9.3 The Purchaser fully indemnifies the Vendor, the Vendor's agent and the Vendor's representatives against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in this Contract.
- 9.4 This Special Condition will not merge on settlement.

10 ADJUSTMENTS

- 10.1 The Vendor will not be obliged to complete the Contract on the date for payment of the balance but rather on the date which is five (5) business days after the date of delivery to the Vendor of a Statement of Adjustments.
- 10.2 The Purchaser agrees to provide a copy of all Statutory Certificates obtained by them to complete any adjustments. The Vendor will not be obliged to provide cheque details till this condition has been complied with.
- 10.3 Notwithstanding that any amount of land tax on a single holding basis may be assessed in relation to the Property showing on the Land Tax Clearance Certificate obtained from State Revenue Office, the Purchaser agrees that the land tax on the Property will be adjusted between Vendor and Purchaser at settlement, by using the "Proportional Tax" amount of the land tax related to the property shown in the Land Tax Clearance Certificate.

12 GUARANTEE

If the Purchaser is a corporation within the meaning the Corporations act 2001 (Cth) it shall within seven (7) days of the Day of Sale procure the execution of the form of Guarantee annexed to this Contract by each of its Directors and/or Principal Shareholders (at the Vendor's option) and failure to do so shall constitute a default under this Contract.

13 RESTRICTION ON RE-SALE

- 13.1 Until after Settlement, the Purchaser will not, without the prior written consent of the Vendor (at the Vendor's sole absolute discretion):
 - 13.1.1 sell, transfer, assign, or in any other way whatsoever, deal with the Property or any part of the Property or the Purchaser's rights or interest in or under this Contract; or
 - 13.1.2 erect any advertising board or "for sale" sign
- 13.2 It will be a condition of any such consent that:
 - 13.3.1 the proposed successor of the Purchaser first agrees in writing to be bound by this Contract; and
 - 13.3.2 the Purchaser agrees to obtain such agreement and produce it to the Vendor on request

14 SERVICES

- 14.1 The Purchaser acknowledges that the services referred to in the Vendor's Statement will be available to the Property upon Settlement but the Purchaser agrees that it will be responsible for payment of any statutory or utility fees in connecting such services to the Property.
- 14.2 In the event that any or all of the services being available but not connected to the Property on the Due Date for Settlement the Purchaser will not be entitled to postpone or delay Settlement as a consequence of such dispute or to request or demand the holding back or retention of any part of the purchase monies by way of security for

the satisfactory completion of the works, and the Purchaser shall proceed with Settlement as required by this Contract.

15 NO MERGER

Obligations under this Contract which have not been satisfied by the Purchaser at the settlement date remain in full force and effect irrespective of settlement and do not merge on the transfer of the property.

16 FOREIGN INVESTMENT POLICY

In the event that the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this Contract the Purchaser hereby warrants that it has where required by law obtained the approval of the Treasurer of the Commonwealth and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer has received a statement of non-objection by the treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under Part II of the Foreign Acquisitions and Takeovers Act 1965.

The Purchaser further acknowledges that in the event that this warranty is untrue in any respect the Purchaser hereby indemnifies the Vendor against any loss which the Vendor suffers as a result of the Vendor having relied on this warranty when entering into the Contract including any consequential loss.

The following Guarantee shall be executed by each person who executed this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if the Purchaser is a Corporation):

GUARANTEE and INDEMNITY

I/We,of
.....
andof
.....

being the **Sole Director / Directors** ofACN
.....

(hereinafter called the "Guarantors") IN CONSIDERATION of the within-named Vendor selling to the within-named Purchaser at our request the Land described in the within Contract of Sale for the price and upon the terms and conditions contained therein DO HEREBY for ourselves and our respective executors and administrators JOINTLY AND SEVERALLY CONVEYANT 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 the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser I/we will forthwith 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 hereby 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 continuing Guarantee and Indemnity and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract or the performance or observance of any of the agreements, obligations or conditions under the within Contract or by time being given to the Purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would, but for this provision, have the effect of releasing us, our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals thisday
of..... 20.....

SIGNED SEALED AND DELIVERED by the said)
)
Print Name)

in the presence of:) Director (Sign)
)
Witness)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name)

in the presence of:) Director (Sign)
)
Witness)

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;

- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 223 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

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

- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the

- property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and

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

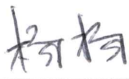
Vendor Statement

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	APARTMENT 1, 1170 DANDENONG ROAD, CARNEGIE VIC 3163
-------------	---

Vendor's name	Heiner Property Development Pty Ltd (ACN 609 030 346) ATF Yang & Chen Family Trust	Date 9/10/2020
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)

(a) ☒ Their total does not exceed: \$5,000.00

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:

Not Applicable

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

☒ The required specified information is as follows:

- | | |
|-----------------------------------|---------------------------|
| (a) Name of planning scheme | GLEN EIRA PLANNING SCHEME |
| (b) Name of responsible authority | GLEN EIRA CITY COUNCIL |
| (c) Zoning of the land | GENERAL RESIDENTIAL ZONE |

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):

☒ Are contained in the attached certificate

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Register Search Statement - Volume 12234 Folio 316

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

VOLUME 12234 FOLIO 316

Security no : 124085891858N
Produced 06/10/2020 09:34 AM

LAND DESCRIPTION

Lot G01 on Plan of Subdivision 801175X.
PARENT TITLE Volume 04240 Folio 984
Created by instrument PS801175X 23/07/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
HEINER PROPERTY DEVELOPMENT PTY LTD of 27 BORONIA STREET CANTERBURY VIC 3126
PS801175X 23/07/2020

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS801175X 23/07/2020

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

DIAGRAM LOCATION

SEE PS801175X FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS801175X (B)	PLAN OF SUBDIVISION	Registered	23/07/2020
AT567441S (E)	DISCHARGE OF MORTGAGE	Registered	01/09/2020
AT568132B (E)	TRANSFER CONTROL OF ECT	Completed	01/09/2020

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

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

Street Address: 1170 DANDENONG ROAD CARNEGIE VIC 3163

ADMINISTRATIVE NOTICES

NIL

eCT Control 20191A MORAY & AGNEW (MELBOURNE)
Effective from 01/09/2020

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS801175X

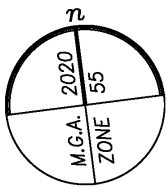
DOCUMENT END

The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 06/10/2020, for Order Number 64464423. Your reference: 200901-SL-G01.

PLAN OF SUBDIVISION			EDITION 1	PS 801175X						
<p style="text-align: center;">LOCATION OF LAND</p> <p>PARISH: PRAHAN EAST OF ELSTERNWICK AT MURRUMBEENA</p> <p>TOWNSHIP: -</p> <p>SECTION: -</p> <p>CROWN ALLOTMENT: -</p> <p>CROWN PORTION: 103 (PT)</p> <p>TITLE REFERENCE: VOL 4240 FOL 984</p> <p>LAST PLAN REFERENCE: LP 6937 (LOT 6)</p> <p>POSTAL ADDRESS: 1170 DANDENONG ROAD (at time of subdivision) CARNEGIE VIC 3163</p> <p>MGA 2020 CO-ORDINATES: E 329 950 ZONE: 55 (approx. centre of land in plan) N 5 805 150</p>			<p>Council Name: Glen Eira City Council</p> <p>Council Reference Number: GE/CRT-7417/2018 Planning Permit Reference: GE/PP-32556/2018 SPEAR Reference Number: S134261H</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Statement of Compliance</p> <p>This is a statement of compliance issued under section 21 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied</p> <p>Digitally signed by: Tania Lawson for Glen Eira City Council on 15/07/2020</p>							
VESTING OF ROADS AND/OR RESERVES			NOTATIONS							
IDENTIFIER	COUNCIL/BODY/PERSON		<p>STAGING THIS IS IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO. GE/PP-32556/2018</p>	<p>SURVEY THIS PLAN IS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NO(S) 318 & 72 IN PROCLAIMED SURVEY AREA NO. -</p>						
<p>CP No. 1 DENOTES COMMON PROPERTY No. 1 CP No. 2 DENOTES COMMON PROPERTY No. 2</p> <p>P DENOTES PROJECTION B DENOTES BALCONY ----- DENOTES NON BOUNDARY STRUCTURE</p>			<p>DEPTH LIMITATION DOES NOT APPLY</p> <p>COMMON PROPERTY No.1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS COMMON PROPERTY No.2 AND INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS, CEILINGS AND SLABS THAT DEFINE BOUNDARIES.</p> <p>ALL BEAMS, PILLARS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN WITHIN THIS PLAN ARE CONTAINED IN COMMON PROPERTY No. 1.</p> <p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:</p> <p>INTERIOR FACE: ALL BOUNDARIES</p> <p>THE CAR STACKER MECHANISM IS WHOLLY CONTAINED WITHIN COMMON PROPERTY No.2</p> <p>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES</p>							
EASEMENT INFORMATION										
EASEMENTS & RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE WHOLE OF THE LAND IN THIS PLAN.										
LEGEND: E - ENCUMBERING EASEMENT, CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE A - APPURTENANT EASEMENT										
SUBJECT LAND	PURPOSE	WIDTH (metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF						
E-1	DRAINAGE AND SEWERAGE	2.13	LP 6337	LOTS ON LP 6937						
E-1	DRAINAGE	2.13	THIS PLAN	GLEN EIRA CITY COUNCIL						
E-2	CARRIAGEWAY	SEE DIAG.	THIS PLAN	REVELANT ABUTTING LOTS WITHIN THE CAR STACKER SYSTEM						
A-1	DRAINAGE AND SEWERAGE	2.13	LP 6937	LOTS ON LP 6937						
<p>Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au</p> <p>DEVELOP WITH CONFIDENCE™ Bosco Jonson</p>		<p>LICENSED SURVEYOR ADRIAN A. THOMAS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">DATE 03/07/20</td> <td style="padding: 5px;">REFERENCE 31056 003</td> <td style="padding: 5px;">ORIGINAL SHEET SIZE A3</td> </tr> <tr> <td style="padding: 5px;">VERSION E</td> <td style="padding: 5px;">DRAWING 3105600CE</td> <td style="padding: 5px;">SHEET 1 OF 11 SHEETS</td> </tr> </table> <p>Digitally signed by: Adrian A Thomas, Licensed Surveyor, Surveyor's Plan Version (E), 06/07/2020, SPEAR Ref: S134261H</p>			DATE 03/07/20	REFERENCE 31056 003	ORIGINAL SHEET SIZE A3	VERSION E	DRAWING 3105600CE	SHEET 1 OF 11 SHEETS
DATE 03/07/20	REFERENCE 31056 003	ORIGINAL SHEET SIZE A3								
VERSION E	DRAWING 3105600CE	SHEET 1 OF 11 SHEETS								
<p>PLAN REGISTERED TIME: 3:04pm DATE: 23/07/2020 H.L.</p> <p>Assistant Registrar of Titles</p>										

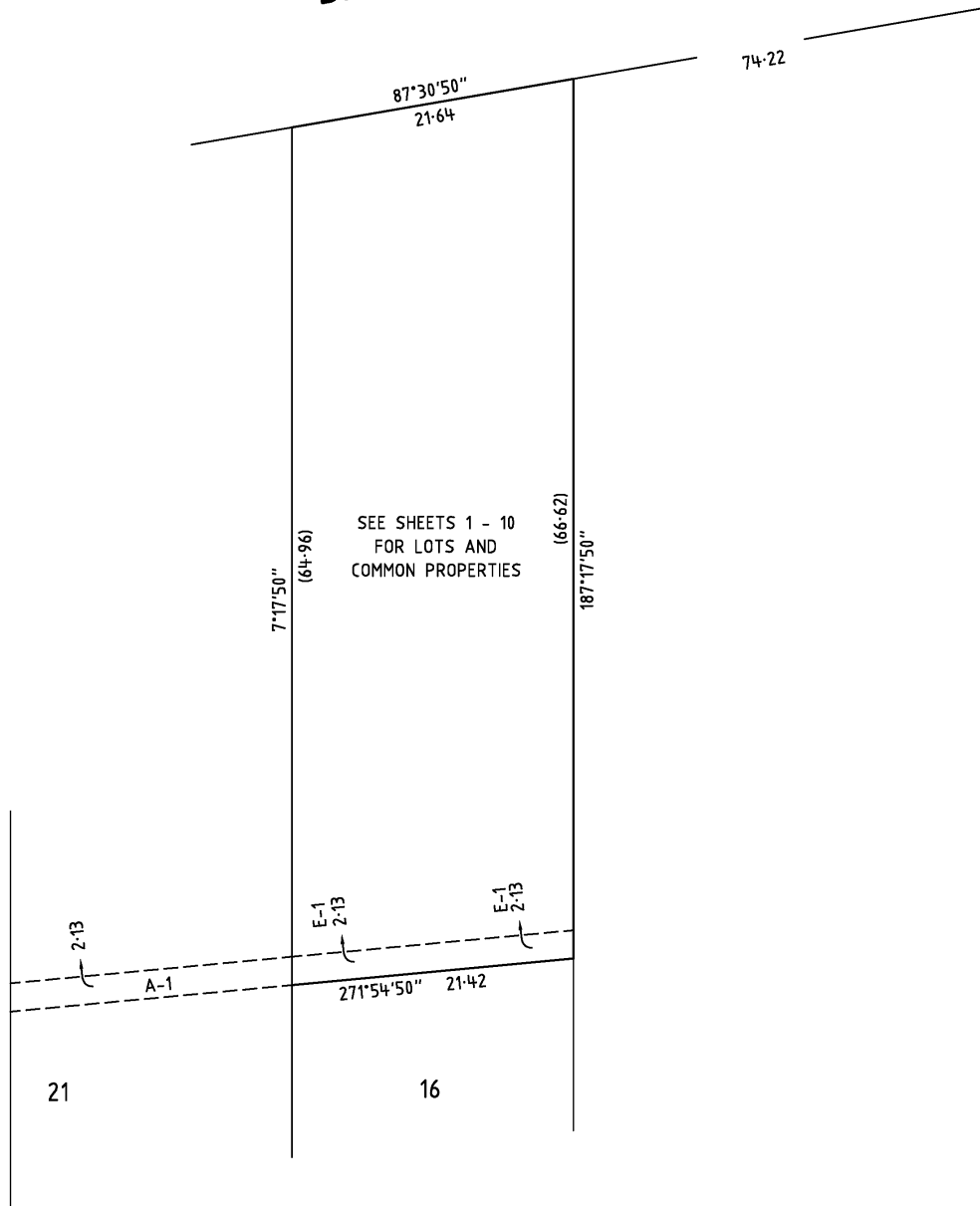
PLAN OF SUBDIVISION

PS 801175X



DANDENONG ROAD

MURUMBEENA ROAD



**SITE PLAN
DIAGRAM 1**

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
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CONFIDENCE™

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LICENSED SURVEYOR ADRIAN A. THOMAS

DATE 03/07/20

REFERENCE 31056 003

VERSION E

DRAWING 3105600CE

SCALE
1:400

4 0 8 16
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

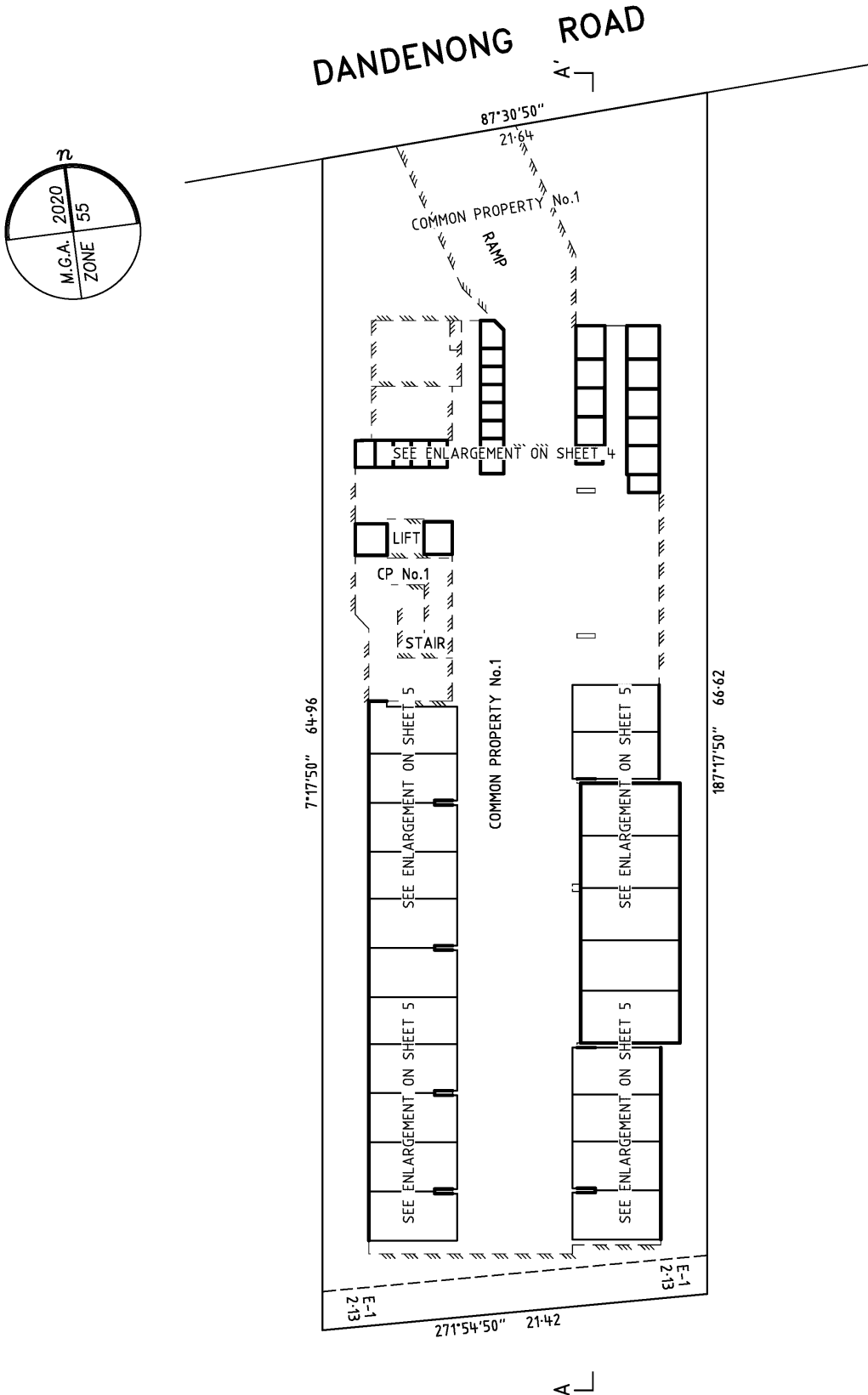
SHEET 2

Digitally signed by: Adrian A Thomas, Licensed Surveyor,
Surveyor's Plan Version (E),
06/07/2020, SPEAR Ref: S134261H

Digitally signed by:
Glen Eira City Council,
15/07/2020,
SPEAR Ref: S134261H

PLAN OF SUBDIVISION

PS 801175X



BASEMENT LEVEL
DIAGRAM 2

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
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LICENSED SURVEYOR **ADRIAN A. THOMAS**

DATE 03/07/20

VERSION E

REFERENCE 31056 003

DRAWING 3105600CE

Digitally signed by: Adrian A Thomas, Licensed Surveyor,
Surveyor's Plan Version (E),
06/07/2020, SPEAR Ref: S134261H

SCALE
1:250

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LENGTHS ARE IN METRES

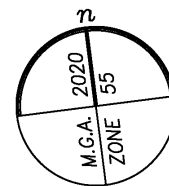
ORIGINAL SHEET SIZE A3

SHEET 3

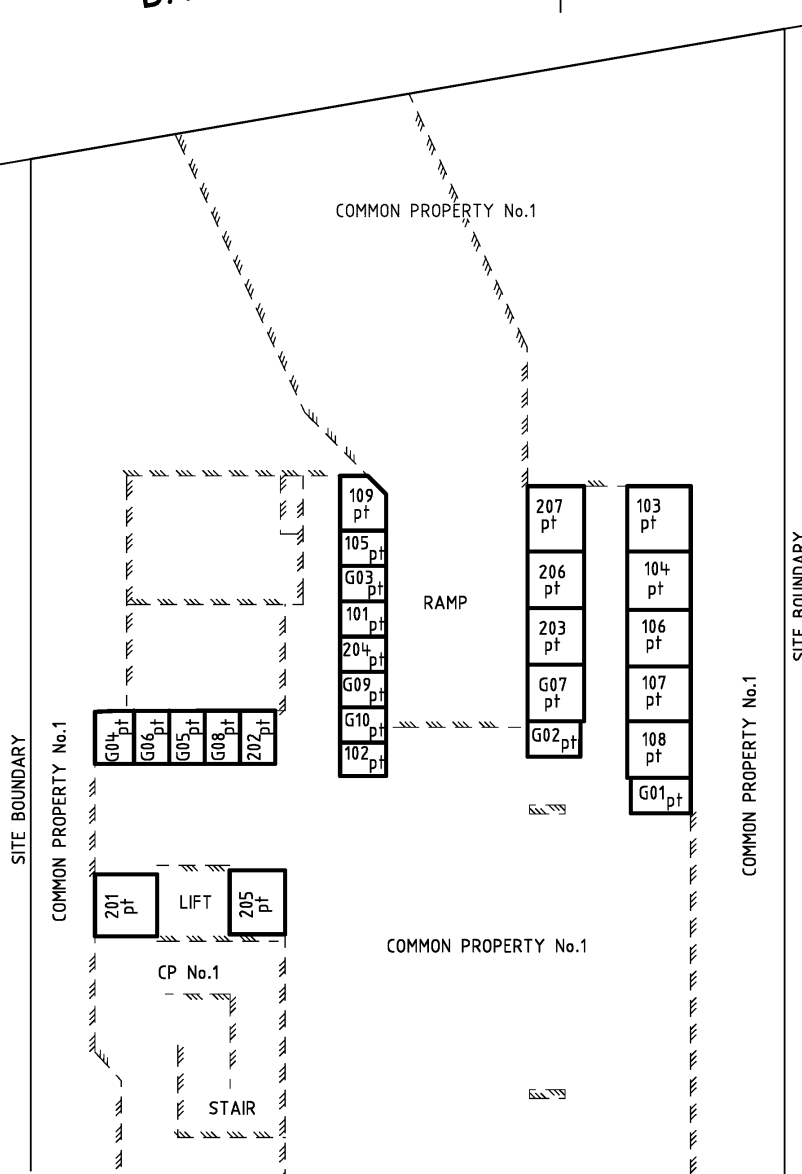
Digitally signed by:
Glen Eira City Council,
15/07/2020,
SPEAR Ref: S134261H

PLAN OF SUBDIVISION

PS 801175X



DANDENONG ROAD



CONTINUES ON SHEET 5

BASEMENT LEVEL (PART)
DIAGRAM 3 (ENLARGEMENT)



LICENSED SURVEYOR **ADRIAN A. THOMAS**

SCALE
1:250

2.5 0 5 10
LENGTHS ARE IN METRES

DATE 03/07/20

REFERENCE 31056 003

VERSION E

DRAWING 3105600CE

ORIGINAL SHEET SIZE A3

SHEET 4

Digitally signed by: Adrian A Thomas, Licensed Surveyor,
Surveyor's Plan Version (E),
06/07/2020, SPEAR Ref: S134261H

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Glen Eira City Council,
15/07/2020,
SPEAR Ref: S134261H

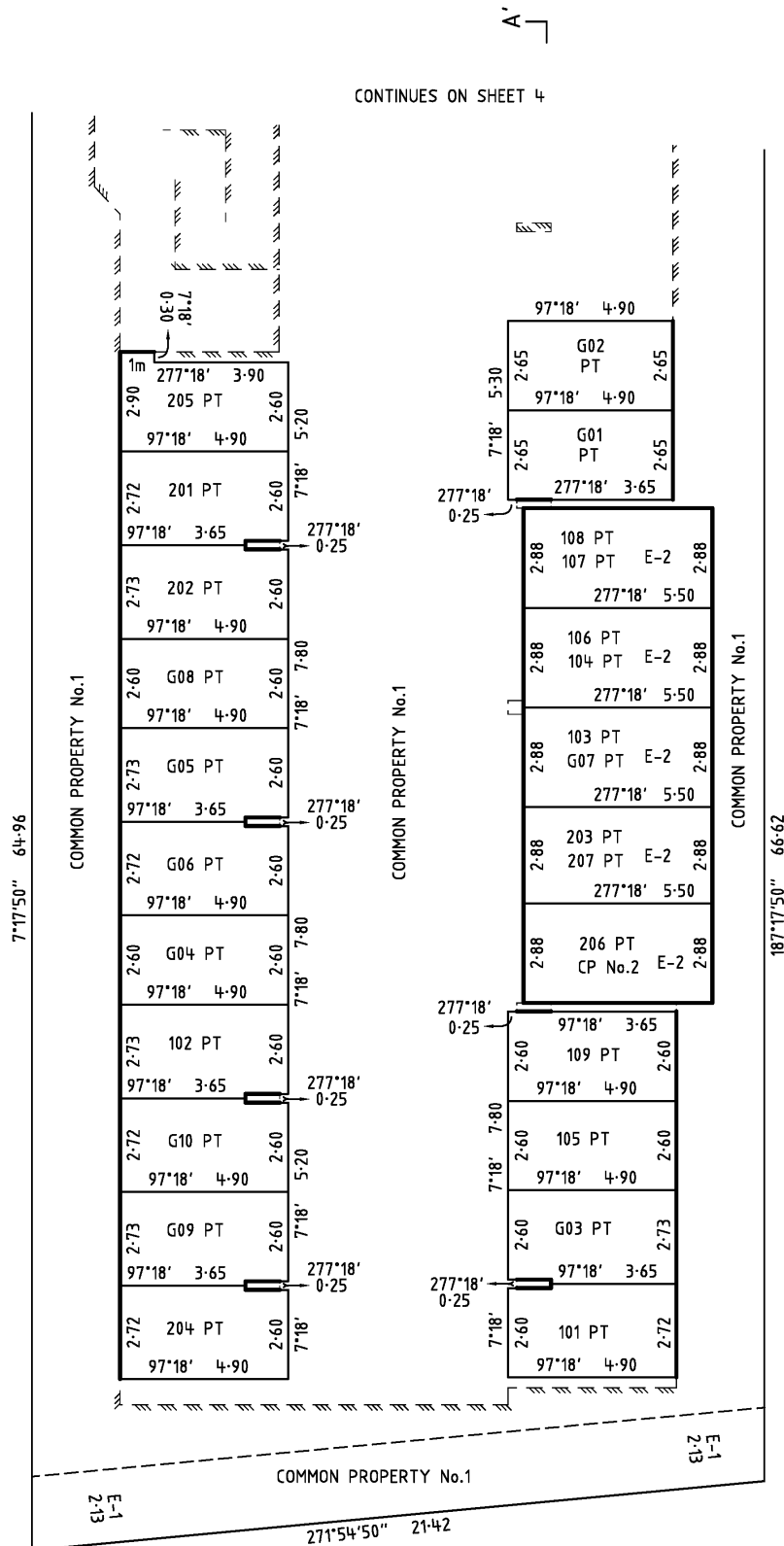
Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400



DEVELOP WITH CONFIDENCE™
Formerly **Bosco Jonson**

PLAN OF SUBDIVISION

PS 801175X



BASEMENT LEVEL (PART)
DIAGRAM 4 (ENLARGEMENT)

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au



DEVELOP
WITH CONFIDENCE™
Formerly
Bosco Jonson

LICENSED SURVEYOR **ADRIAN A. THOMAS**

DATE 03/07/20

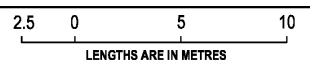
VERSION E

REFERENCE 31056 003

DRAWING 3105600CE

Digitally signed by: Adrian A Thomas, Licensed Surveyor,
Surveyor's Plan Version (E),
06/07/2020, SPEAR Ref: S134261H

SCALE
1:250



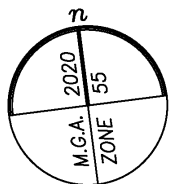
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SHEET 5

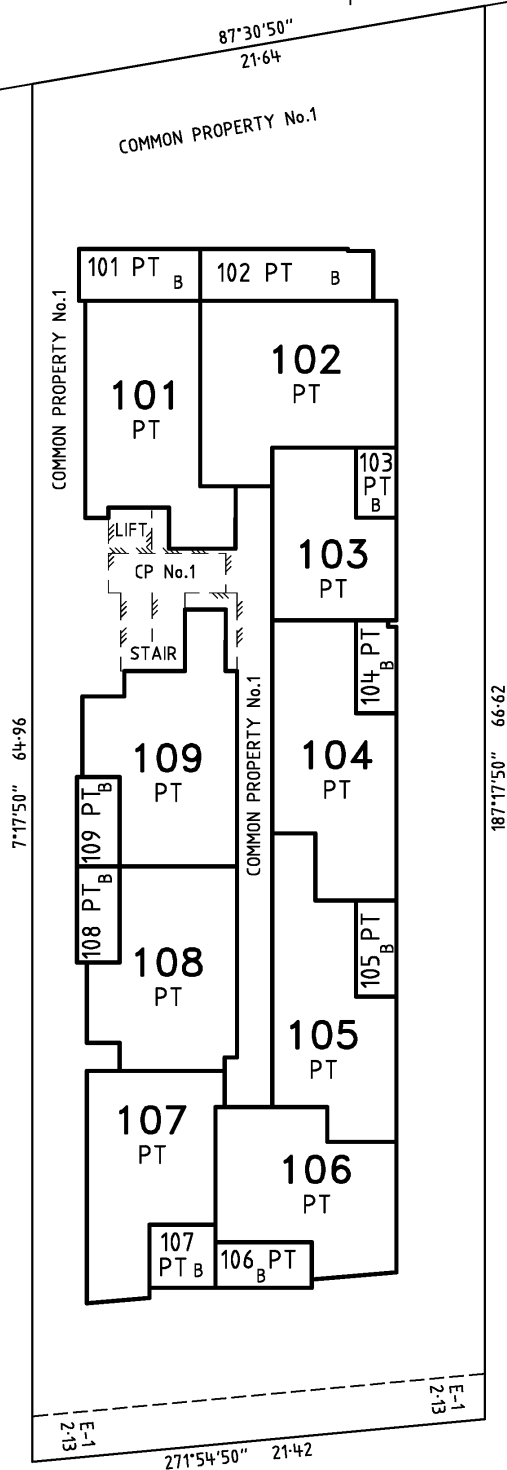
Digitally signed by:
Glen Eira City Council,
15/07/2020,
SPEAR Ref: S134261H

PLAN OF SUBDIVISION

PS 801175X



DANDENONG ROAD



**LEVEL ONE
DIAGRAM 6**

LICENSED SURVEYOR ADRIAN A. THOMAS

**SCALE
1:250**

2.5 0 5 10
LENGTHS ARE IN METRES

DATE 03/07/20

REFERENCE 31056 003

VERSION E

DRAWING 3105600CE

ORIGINAL SHEET SIZE A3

SHEET 7

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SPEAR Ref: S134261H

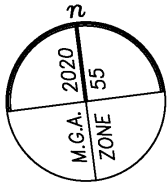
Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au



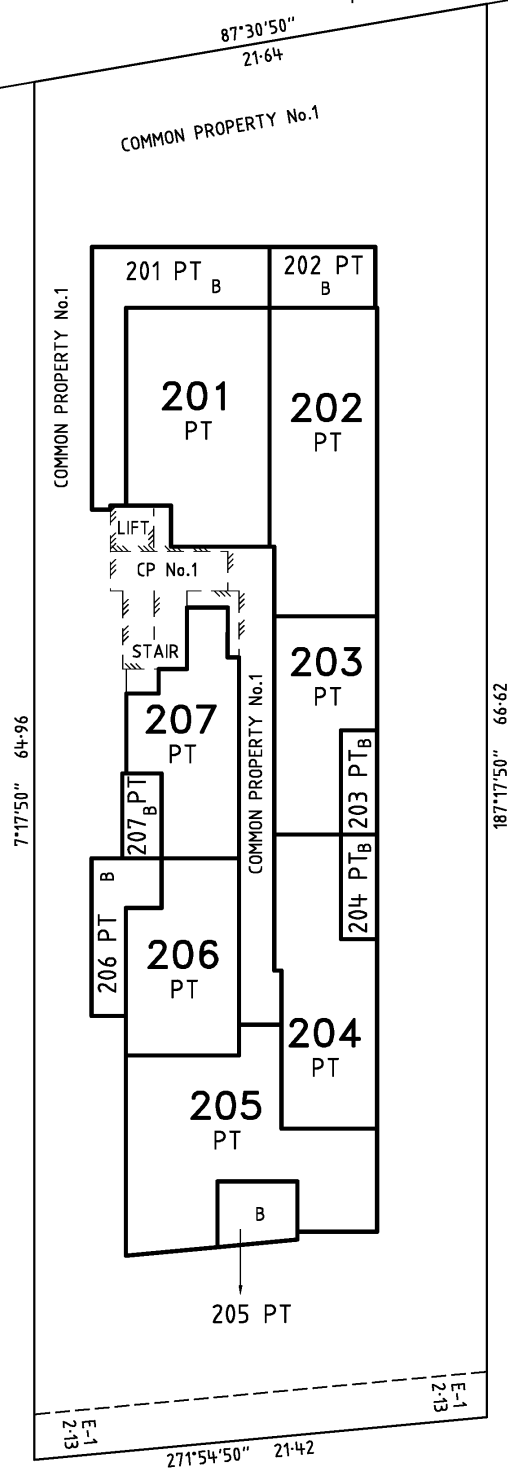
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PLAN OF SUBDIVISION

PS 801175X



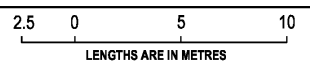
DANDENONG ROAD



LEVEL TWO
DIAGRAM 7

LICENSED SURVEYOR ADRIAN A. THOMAS

SCALE
1:250



DATE 03/07/20

REFERENCE 31056 003

VERSION E

DRAWING 3105600CE

ORIGINAL SHEET SIZE A3

SHEET 8

Digitally signed by: Adrian A Thomas, Licensed Surveyor,
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06/07/2020, SPEAR Ref: S134261H

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Glen Eira City Council,
15/07/2020,
SPEAR Ref: S134261H

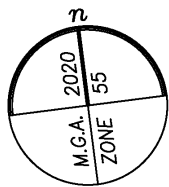
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Bosco Jonson

PLAN OF SUBDIVISION

PS 801175X



DANDENONG ROAD

87°30'50"
21.64

COMMON PROPERTY No.1

COMMON PROPERTY No.1

7°17'50" 64.96

LIFT

COMMON PROPERTY No.1

187°17'50" 66.62

E-1
2.13

271°54'50" 21.42

E-1
12.13

ROOF LEVEL
DIAGRAM 8

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au
DEVELOP WITH CONFIDENCE™
Formerly **Bosco Jonson**



LICENSED SURVEYOR ADRIAN A. THOMAS

SCALE
1:250

2.5 0 5 10
LENGTHS ARE IN METRES

DATE 03/07/20 **REFERENCE** 31056 003
VERSION E **DRAWING** 3105600CE

ORIGINAL SHEET SIZE A3

SHEET 9

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Surveyor's Plan Version (E),
06/07/2020, SPEAR Ref: S134261H

Digitally signed by:
Glen Eira City Council,
15/07/2020,
SPEAR Ref: S134261H

PLAN OF SUBDIVISION**PS 801175X**CREATION OF RESTRICTION

ON REGISTRATION OF THIS PLAN OF SUBDIVISION THE FOLLOWING RESTRICTION IS CREATED:

LAND TO BENEFIT: LOTS G01-G10 (INCLUSIVE), 101-109 (INCLUSIVE), 201-207 (INCLUSIVE) AND COMMON PROPERTY ON PLAN OF SUBDIVISION PS801175X

LAND TO BE BURDENED: LOTS G01-G10 (INCLUSIVE), 101-109 (INCLUSIVE), 201-207 (INCLUSIVE) AND COMMON PROPERTY ON PLAN OF SUBDIVISION PS801175X

DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOTS G01-G10 (INCLUSIVE), 101-109 (INCLUSIVE), 201-207 (INCLUSIVE) AND COMMON PROPERTY ON PLAN OF SUBDIVISION PS801175X SHALL NOT:

1) CONSTRUCT ANY BUILDINGS OR WORKS OTHER THAN IN ACCORDANCE WITH THE ENDORSED PLANS FORMING PART OF PLANNING PERMIT GE/PP-27045/2014/A ISSUED BY THE CITY OF GLEN EIRA, OR ANY FURTHER PLANNING APPROVAL. ISSUED BY THE RESPONSIBLE AUTHORITY.

THE RESTRICTION SHALL EXPIRE TWO (2) YEARS AFTER THE ISSUE OF AN OCCUPANCY PERMIT FOR THE DWELLINGS LOCATED ON LOTS G01-G10 (INCLUSIVE), 101-109 (INCLUSIVE), 201-207 (INCLUSIVE) AND COMMON PROPERTY.

LICENSED SURVEYOR **ADRIAN A. THOMAS**SCALE
NTS


0
LENGTHS ARE IN METRES

DATE 03/07/20 REFERENCE 31056 003
VERSION E DRAWING 3105600CE

ORIGINAL SHEET SIZE A3

SHEET 11

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Surveyor's Plan Version (E),
06/07/2020, SPEAR Ref: S134261H

Digitally signed by:
Glen Eira City Council,
15/07/2020,
SPEAR Ref: S134261H

Property Report from www.land.vic.gov.au on 06 October 2020 09:32 AM

Address: APARTMENT 1/1170 DANDENONG ROAD CARNEGIE 3163

Lot and Plan Number: Lot G01 PS801175

Standard Parcel Identifier (SPI): G01\PS801175

Local Government (Council): GLEN EIRA **Council Property Number:** 87193

Directory Reference: Melway 69 A3

Note: There are 26 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.

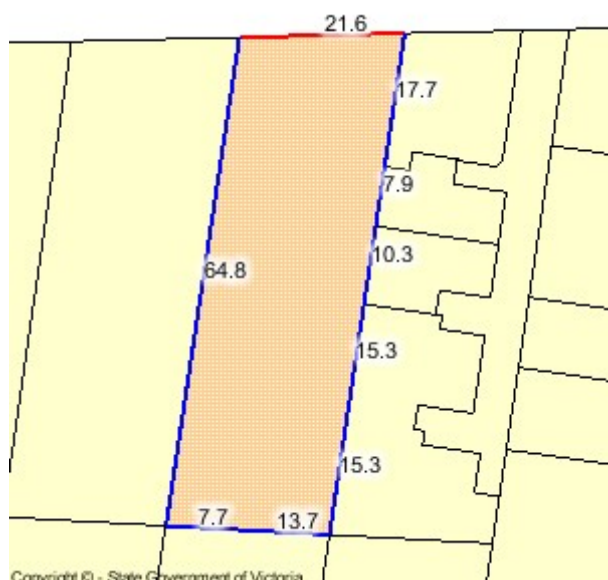
This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

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



Area: 1399 sq. m

Perimeter: 174 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.

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

State Electorates

Legislative Council: SOUTHERN METROPOLITAN

Legislative Assembly: OAKLEIGH

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: South East Water

Melbourne Water: inside drainage boundary

Power Distributor: UNITED ENERGY (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 2 (GRZ2)

Planning Overlay: PARKING OVERLAY (PO)
PARKING OVERLAY - PRECINCT 2-3 SCHEDULE (PO2-3)

Areas of Aboriginal Cultural Heritage Sensitivity:

All or part of this property is an 'area of cultural heritage sensitivity'.

Planning scheme data last updated on 30 September 2020.

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 [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Areas of Aboriginal 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.

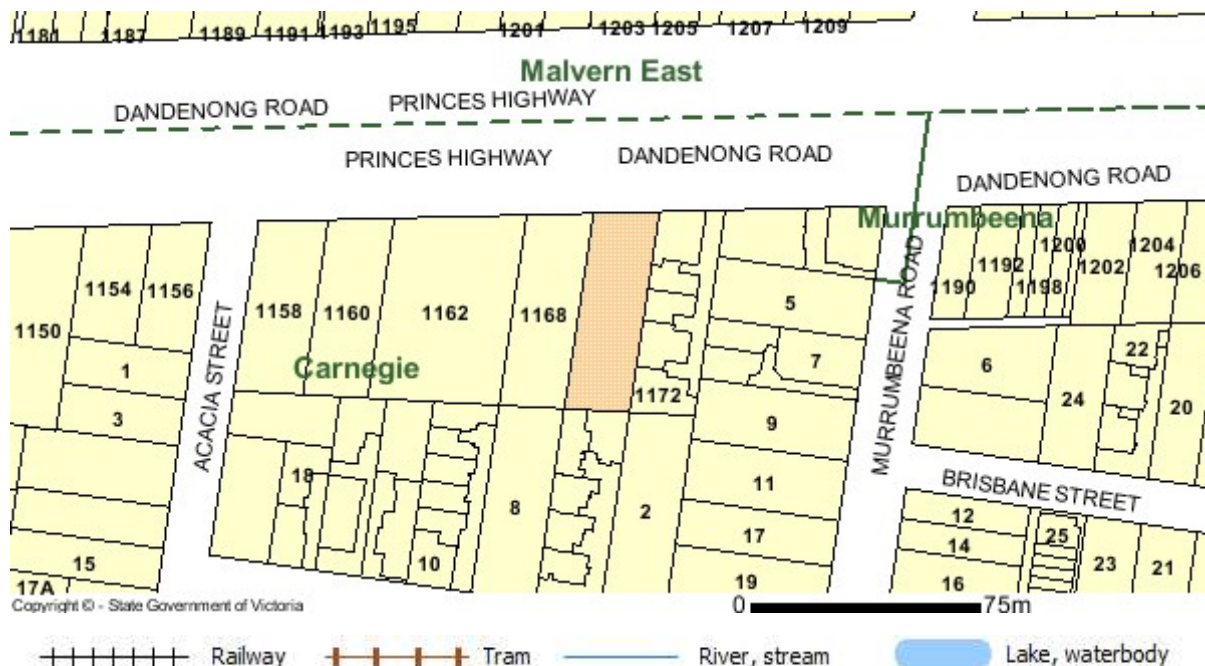
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this 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.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>

Area Map



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PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 06 October 2020 09:31 AM

PROPERTY DETAILS

Address: **APARTMENT 1/1170 DANDENONG ROAD CARNEGIE 3163**
Lot and Plan Number: **Lot G01 PS801175**
Standard Parcel Identifier (SPI): **G01\PS801175**
Local Government Area (Council): **GLEN EIRA**
Council Property Number: **87193**
Planning Scheme: **Glen Eira**
Directory Reference: **Melway 69 A3**

www.gleneira.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/gleneira

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **inside drainage boundary**
Power Distributor: **UNITED ENERGY**

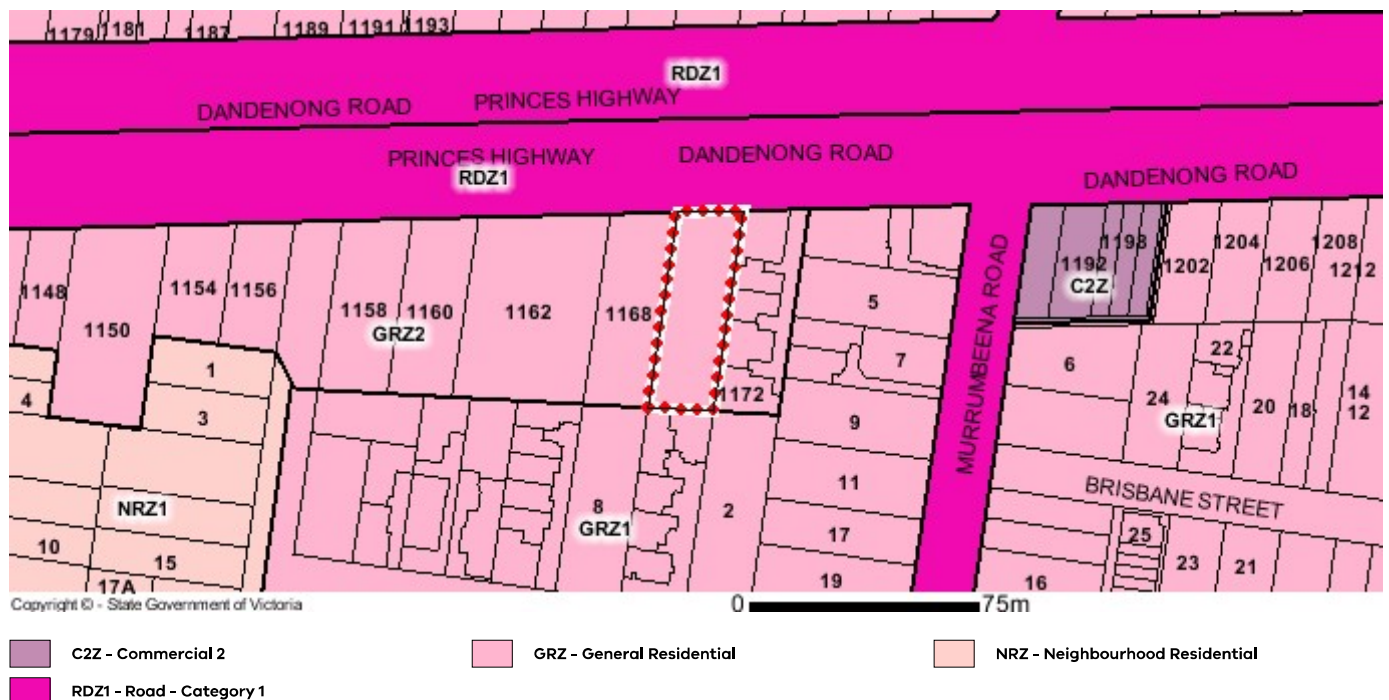
STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**
Legislative Assembly: **OAKLEIGH**

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 2 \(GRZ2\)](#)



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

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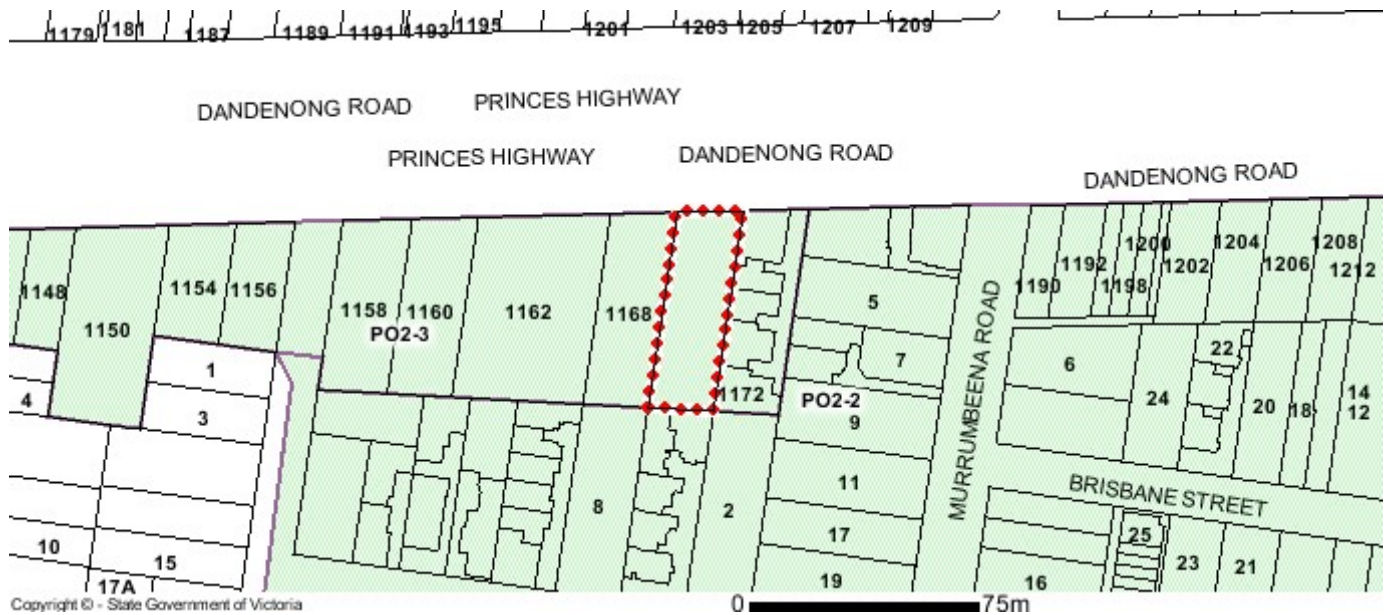
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Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

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

Planning Overlay

PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 2-3 SCHEDULE (PO2-3)



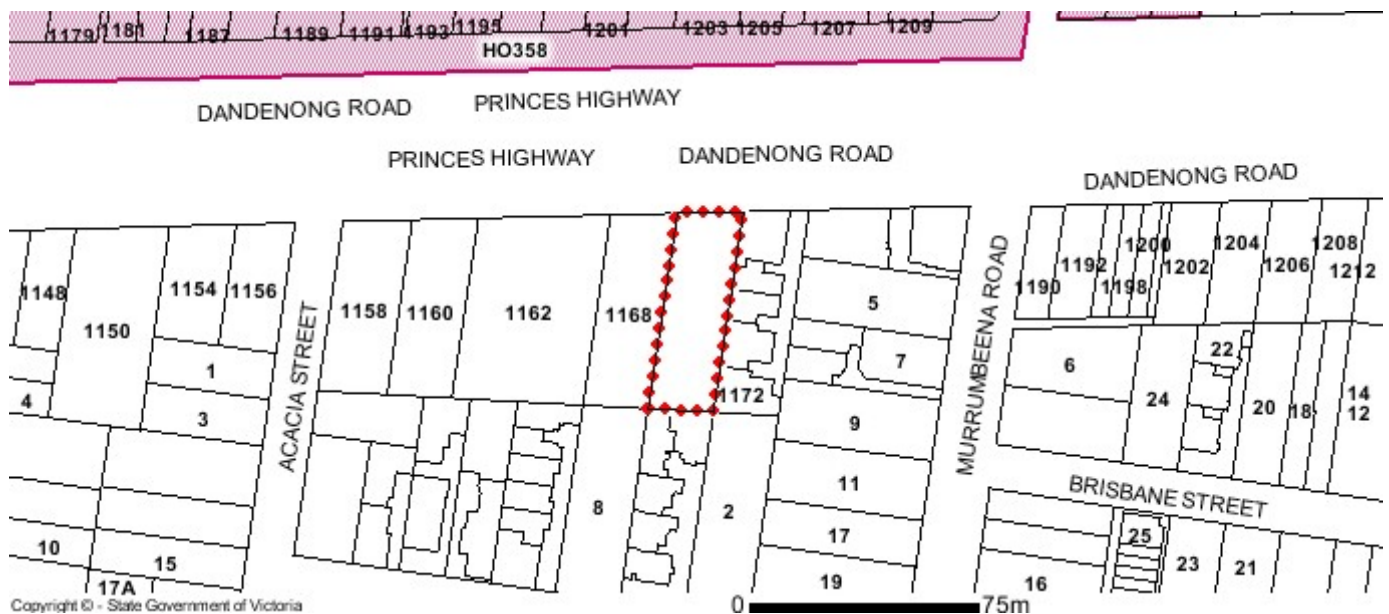
PO - Parking

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

HERITAGE OVERLAY (HO)



HO - Heritage

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

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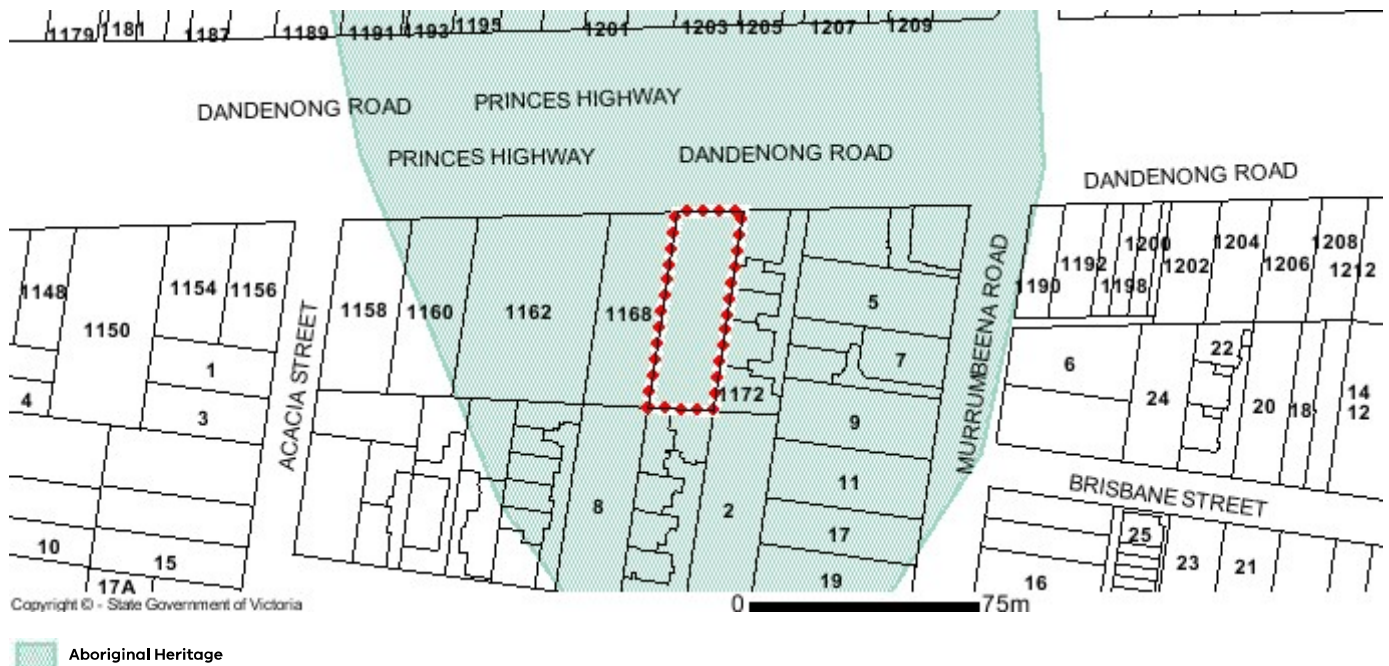
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For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>



Further Planning Information

Planning scheme data last updated on 30 September 2020.

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

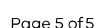
This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates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

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

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

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

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





GLEN EIRA
CITY COUNCIL

LAND INFORMATION CERTIFICATE Section 229 Local Government Act 1989

Certificate No: 110141
Certificate Issue Date: 07-Oct-2020
Certificate Expiry Date: 05-Jan-2021

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1958**, the **Local Government Act 1989** or under local law or by-law of the Council and specified flood level by Council (if any).

This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

The property listed below may be excluded from Council's Residential Parking Permit Scheme. Information regarding properties that have been excluded can be found on Council's website at www.gleneira.vic.gov.au

SAI Global Property Division Pty Ltd
PO BOX 447
SOUTHBANK VIC 3205

Your Reference: 64464423:98711670:34815

In accordance with Section 175(1), Local Government Act 1989 the purchaser must pay all rates and charges outstanding at the time that person becomes owner of the land. If the previous owner of the land was paying by instalments, Section 175(1A) allows the purchaser to continue payment of the rate and charge by instalments.

The specified due dates for instalments are: 30/09/2020, 30/11/2020, 28/02/2021, 31/05/2021.

Interest will not be charged on any outstanding rates and charges not paid by the specified due date for 2020/2021 as per Councils Covid19 rating policy.

This certificate is for the rating period 01/07/2020 to 30/06/2021.

Verbal confirmation of this certificate is available up to the Certificate Expiry Date as shown above, however Council will not be held liable for any verbal advice or information given.

NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS

- There are no monies owed for works under the Local Government Act 1958 or earlier Act.
- For any potential liability for Rates under the Cultural and Recreational Lands Act 1974 and
- For any potential liability for the land to become rateable under Section 173,174 or 174A of the Local Government Act 1989 and
- For any outstanding amount required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under Section 18, Subdivision of Land Act 1988 or the Local Government Act 1958 and
- For any monies owed under Section 227 of the Local Government Act 1989 and
- For any Notices or Orders on the land that have been served by Council under the Local Government Act 1958, Local Government Act 1989, or under a local law or by-law of the Council, which has a continuing application as at the date of this Certificate, please refer to Page 2 under "Other Information" for more details.

Received the sum of \$27.00 being the fee for this certificate.

Cheque and Electronic payments made for any Rates and Charges are disclosed on this certificate however they are **not** considered paid, until cleared by the paying Financial Institution.

TOTAL OUTSTANDING FOR 1170 Dandenong Road CARNEGIE VIC 3163

\$1,393.43

Delegated Officer



GLEN EIRA
CITY COUNCIL

LAND INFORMATION CERTIFICATE Section 229 Local Government Act 1989

Certificate No: 110141
Certificate Issue Date: 07-Oct-2020
Certificate Expiry Date: 05-Jan-2021

Property Location 1170 Dandenong Road CARNEGIE VIC 3163

Parcel Details: Lot 6 LP 6937

Titles: Volume: 04240 Folio: 984

Valuation Details: Council uses Net Annual Value to determine the value of the property for rating purposes.

Site Value	2,580,000
Capital Improved Value	2,580,000
Net Annual Value	129,000
The level of Value Date is: 01/01/2020	Effective Date of Valuation: 01-Jul-2020

Rating Information:

Assessment Number: 18129/7

	General Rates	Fire Services Property Levy	Garbage Charge	Total
Arrears	0.00	0.00	0.00	\$ 0.00
Arrears Interest	0.00	0.00	0.00	\$ 0.00
Arrears Legal Fees	0.00	0.00	0.00	\$ 0.00
Current Rates Levied 2020/2021	3,572.10	252.30	0.00	\$3,824.40
Current Interest	0.00	0.00	0.00	\$ 0.00
Rebates	0.00	0.00	0.00	\$ 0.00
Current Legal Fees	0.00	0.00	0.00	\$ 0.00
Payments	-2,270.59	-160.38	0.00	(\$2,430.97)
Balance Outstanding	1,301.51	91.92	0.00	\$1,393.43

Payments are allocated as follows: Legal Costs, Interest Arrears, Separate rates, Service charges, Current rates

Summary of Charges Outstanding:

General Rates, Charges & FSPL	\$1,393.43
Separate Rates	\$0.00
Other Charges	\$0.00
Total Outstanding	\$1,393.43

Bpay payment details:

Biller Code: 73106

Reference Number: 9334018129739

Please ensure you update this certificate as near to settlement as possible to ensure the correct amount owing is paid. Please ensure rates and promotional scheme amounts are paid to their respective reference numbers.

Other Information:

Certificate Issued on Parent Property. The units being developed at this property are not yet separately rated. Supplementary Valuation Pending.

Land Information Certificate Ordering now available online:

Land Information Certificates can now be **ordered and paid for online** via the City of Glen Eira's website www.gleneira.vic.gov.au. From the menu options located on the left hand side, select Rates and Valuations then click on Certificates.

You will need to register for this service initially by clicking on the register option located on the top right hand corner of the screen. Once registered you can pay for and order Land Information Certificates online. Payments can only be made by Bankcard, Mastercard or Visa. For further details please contact Council's Customer Service Centre on 03 9524 3333.

P W Property Services
E-mail: patty@pwproperty.com.au

Statement for property:
UNIT 1 LOT G01 1170 DANDENONG
ROAD CARNEGIE 3163
G01 PS 801175

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
22D//05172/00471	200901-SL-G01	06 OCTOBER 2020	37291896

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

(b) By South East Water

TOTAL UNPAID BALANCE \$0.00

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.

AUTHORISED OFFICER:



TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

AUTHORISED OFFICER:



TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

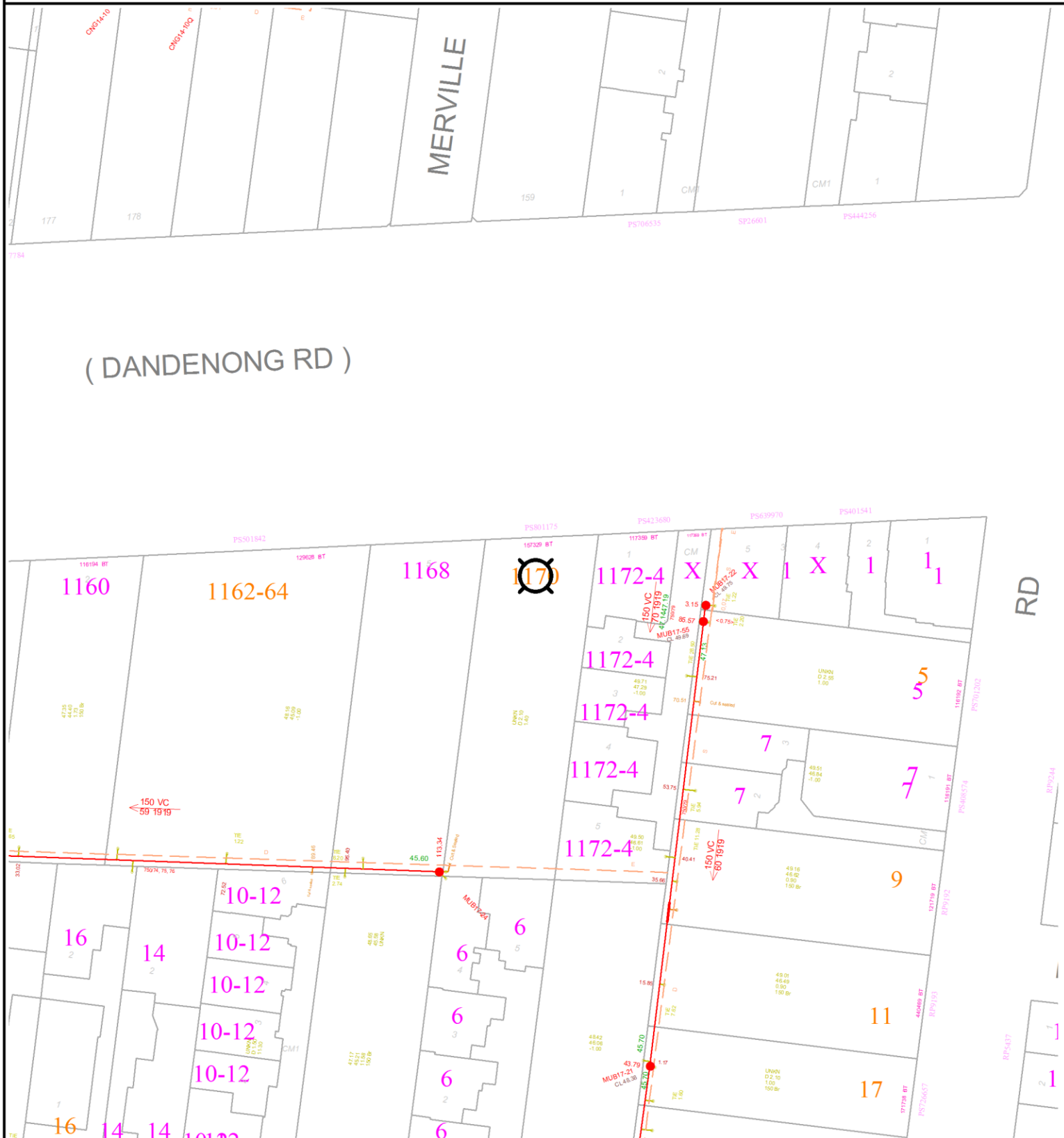
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:



TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



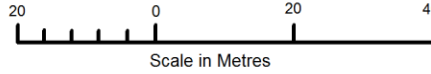
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.

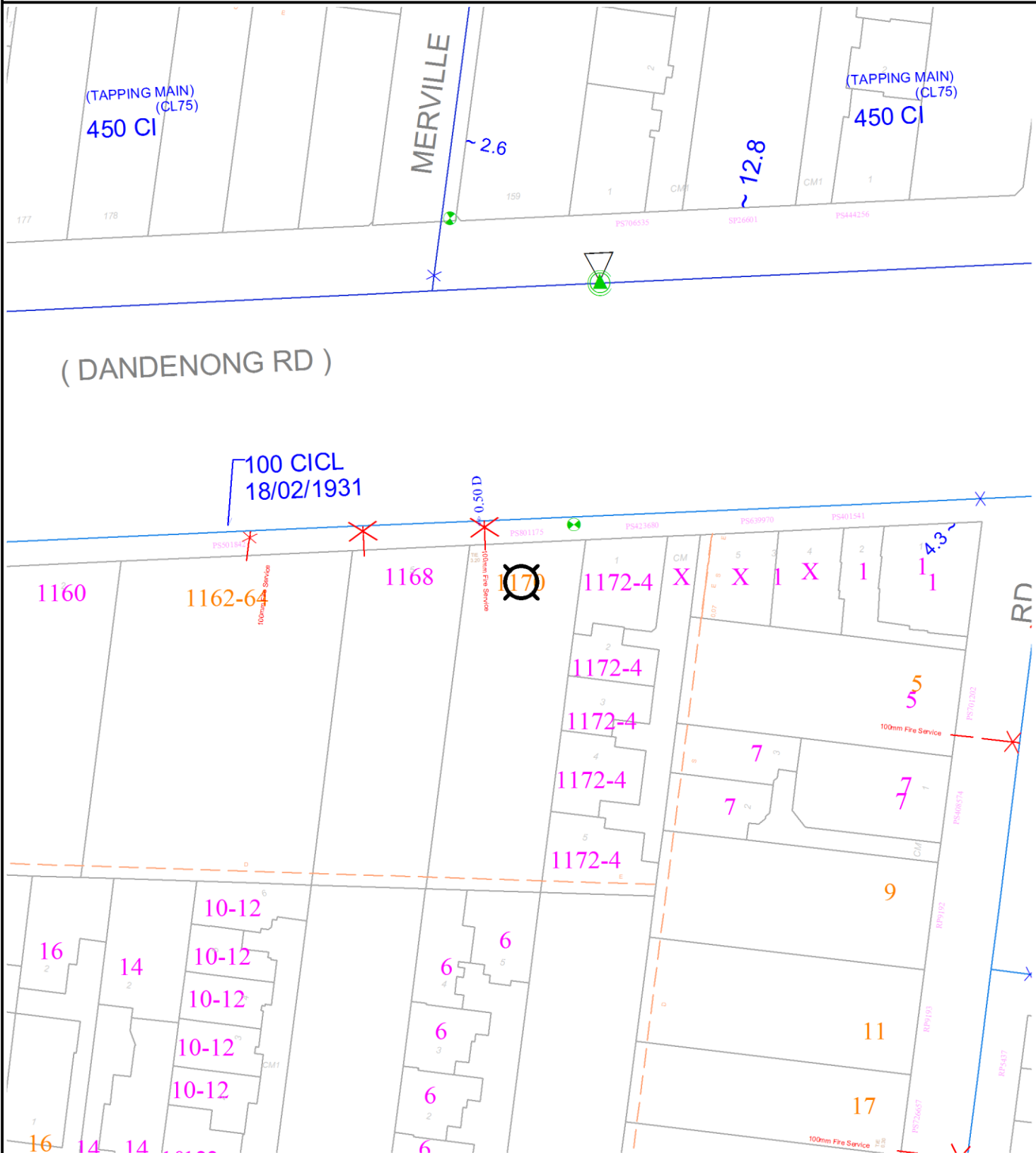


Property: Lot G01 UNIT 1 1170 DANDENONG ROAD CARNEGIE 3163

Case Number: 37291896



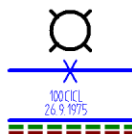
Date: 06OCTOBER2020



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

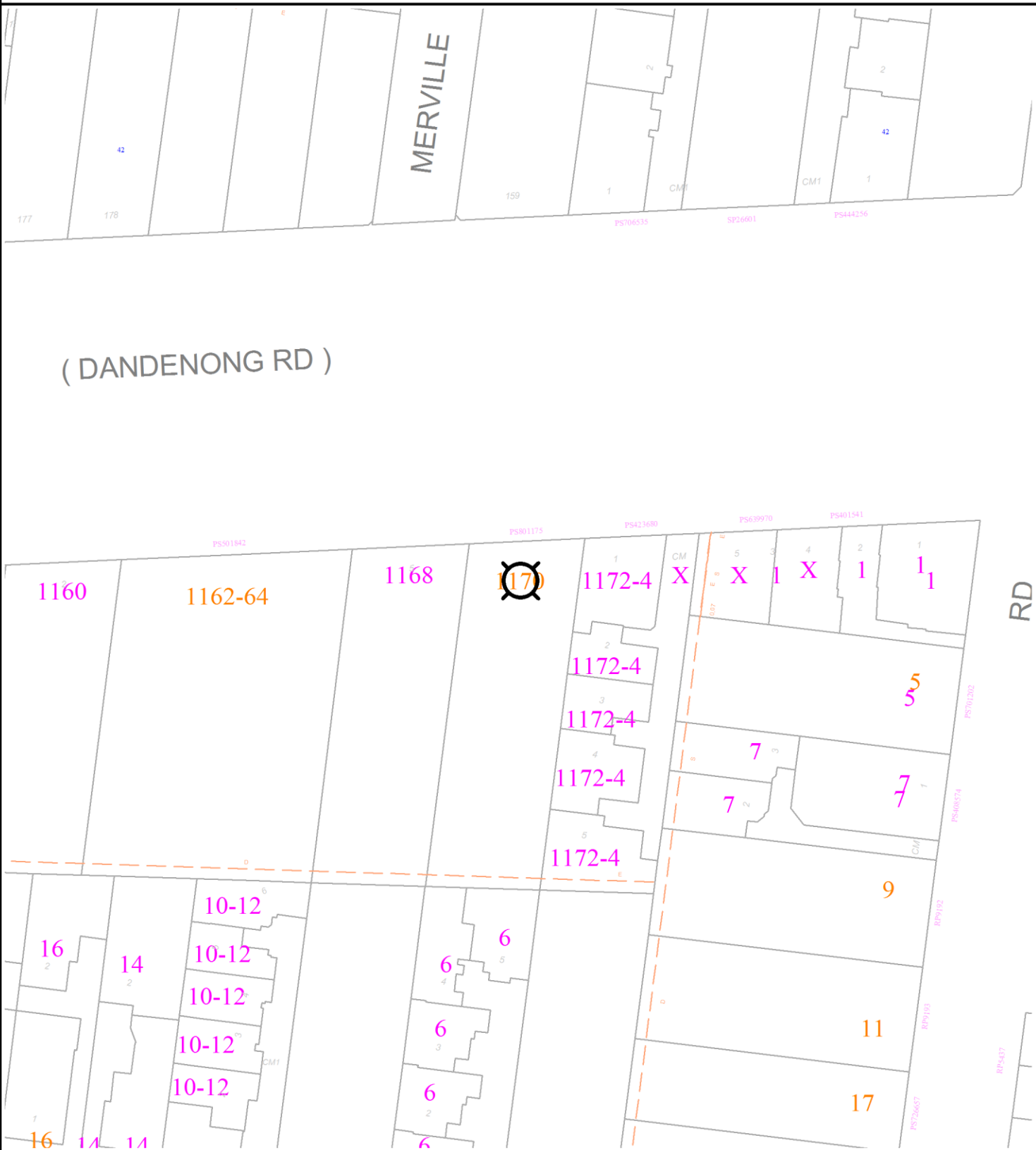
LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement



- Subject Property
- Water Main Valve
- Water Main & Services

- Hydrant
- Fireplug/Washout
- ~ 1.0 Offset from Boundary



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

— Title/Road Boundary

- - - Proposed Title/Road

- - - Easement



Subject Property



Recycled Water Main Valve

Recycled Water Main & Services



Hydrant



Fireplug/Washout



Offset from Boundary

Land Tax Clearance Certificate

Land Tax Act 2005



P W PROPERTY SERVICES

Your Reference:	200901-SL-G01
Certificate No:	40099083
Issue Date:	06 OCT 2020
Enquiries:	ESYSPROD

Land Address:	APARTMENT 1, 1170 DANDENONG ROAD CARNEGIE VIC 3163
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
2683822			12234	316	\$0.00

Vendor: HEINER PROPERTY DEVELOPMENT PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
HEINER PROPERTY DEVELOPMENT PT	2020	\$98,449	\$637.63	\$0.00	\$0.00

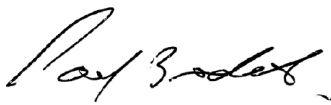
Comments: Land Tax of \$637.63 has been assessed for 2020, an amount of \$637.63 has been paid.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$98,449
SITE VALUE:	\$98,449
AMOUNT PAYABLE:	\$0.00



Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 40099083

1. Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
5. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
 - a. vendor, or
 - b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
13. You can request a free update of a Land Tax Clearance Certificate via our website if:
 - there is no change to the parties involved in the transaction, and
 - the request is within 90 days of the original certificate being issued.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$98,449

Calculated as \$0 plus (\$98,449 - \$0) multiplied by 0.000 cents.

Land Tax Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 40099083

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 40099083

Visa or Mastercard.

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporations Act 2006 and r.16 Owners Corporations Regulations 2018

Owners Corporation 1 on Plan of Subdivision No. 801175X 1170 Dandenong Road Carnegie VIC 3163

This certificate is issued for: Owners Corporation 1 Plan No. PS801175X
Lots G1, G5, 102, 109, 202/1170 Dandenong Road, Carnegie VIC 3163

The postal address is: 1, 5, 102, 109, 202/
1170 Dandenong Road, Carnegie VIC 3163

Applicant for certificate: Heiner Property Development Pty Ltd
C/- P W Property Services
Suite 7, 45 Railway Road
Blackburn VIC 3130

Delivery address for certificate: Tina Xun <info@pwproperty.com.au>

IMPORTANT:

The information in this certificate is issued on 07/10/2020. A new certificate should be obtained for current information prior to settlement. You can inspect the Owners Corporations Register for additional information if required.

- (a) The current annual fees for Owners Corporation 1 for **all stated lots** for the financial year 01/09/20 to 31/08/2021 are payable bi-annually in advance for the first six (6) months and quarterly in advance thereafter. Please refer to the table below:

Lot	Bi-Annual Levy 01/09/2020 to 29/02/2021	Due On	Status
G1	\$1,077.00	01/09/20	Unpaid
G5	\$1,088.55	01/09/20	Unpaid
102	\$984.35	01/09/20	Unpaid
109	\$880.10	01/09/20	Unpaid
202	\$1,007.50	01/09/20	Unpaid

- (b) The date up to which the fees for the each of the above-mentioned lots have been paid:
N/A
- (c) The total of any unpaid fees or charges for the each of the above-mentioned lots is:
As above.
- (d) The special fees or levies for each of the above-mentioned lots which have been struck, the dates on which they were struck, and the dates they are payable are:
Nil.
- (e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?
None known to the Manager as at the date of this certificate.
- (f) The Owners Corporation presently has the following insurance cover: Please see attachment
A copy of the Certificate of Currency is attached to this Owners Corporation Certificate.
- (g) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?
The Owners Corporation has NOT resolved that members may arrange their own insurance under Section 63 of the Act.
- (h) The total funds held by the Owners Corporation as at 07/10/2020 are:
Please refer to the attached Balance Sheet.
- (i) Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?
None known to the Manager as at the date of this certificate.
- (j) Are there any current contracts, leases, licences or agreements affecting the common property?
- Contract of Appointment of Owners Corporation Manager with Melbourne Owners Corporation Services Pty Ltd be for a term of five (5) years.
 - Cleaning & Gardening Service Agreement with Leon's Property Maintenance & Care Pty Ltd for the provision of cleaning and gardening services in accordance with the terms and conditions as set out in the agreement for an initial term of three (3) years.
 - Fire Indicator Panel Monitoring Agreement with ADT for the provision of fire alarm monitoring services for a term of three (3) years
 - Service Agreement with Urban Waste Pty Ltd for the provision of waste management services for a term of one (1) year.
- (k) Are there any current agreements to provide services to lot owners, occupiers or the public?
- Contract of Appointment of Owners Corporation Manager with Melbourne Owners Corporation Services Pty Ltd be for a term of five (5) years.
 - Cleaning & Gardening Service Agreement with Leon's Property Maintenance & Care Pty Ltd for the provision of cleaning and gardening services in accordance with the terms and conditions as set out in the agreement for an initial term of three (3) years.

- Fire Indicator Panel Monitoring Agreement with ADT for the provision of fire alarm monitoring services for a term of three (3) years
- Service Agreement with Urban Waste Pty Ltd for the provision of waste management services for a term of one (1) year.

(l) Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied?

None known to the Manager as at the date of this certificate.

(m) Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings?

None known to the Manager as at the date of this certificate.

(n) Has the Owners Corporation appointed, or resolved to appoint, a manager?

The appointed Owners Corporation Manager is:

Melbourne Owners Corporation Services Pty Ltd (ABN: 96 164 870 464)

PO Box 2228

HAWTHORN, VIC 3122

Phone: 03 9818 2488

Email: info@mocs.com.au

(o) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?

The Owners Corporation has not appointed or is seeking a proposal for the appointment of an administrator.

(p) Documents required to be attached to the Owners Corporation Certificate are:

- A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners";
- A copy of the Minutes of the Inaugural General Meeting held on 12/08/2020 which includes:
 - A copy of the Certificate of Currency;
 - A copy of the annual budget and schedule of fees;
 - A copy of the Consolidated Rules of the Owners Corporation.

NOTE:

More information on prescribed matters may be obtained from an inspection of the Owners Corporation Register by making written application to the Agent at the address listed below. This Certificate is issued on the following basis:

1. The information contained in this Certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.
3. You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9(1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

Date: 07/10/2020

The Common Seal of Owners Corporation 1 on Plan of Subdivision No. 801175X was affixed hereto in the presence of:



On behalf of Owners Corporation 1 on Plan of Subdivision No. 801175X
Chung Siang Choo
Melbourne Owners Corporation Services Pty Ltd
PO Box 2228, Hawthorn, VIC 3122



Owners Corporation 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 Use Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an Owners Corporation?

As an owner you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners Corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into, you can inspect that owners corporation's information register.

Management of an Owners Corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

Minutes of the Inaugural General Meeting

Owners Corporation 1 on Plan No. PS801175X

1170 Dandenong Road Carnegie 3163

Meeting Date: 12th August 2020

Meeting Location: Via Zoom (Due to Covid 19 Restrictions)

Meeting Time: 9:00am

1. NOTING OF ATTENDANCES, PROXIES AND APOLOGIES

1.1 Present by Proxy

HEINER PROPERTY DEVELOPMENT PTY LTD in favour of Ms Yang Yang
Representing all lots on Owners Corporation 1 Plan No. PS801175X

HEINER PROPERTY DEVELOPMENT PTY LTD in favour of Mr Kevin Liu
Representing all lots on Owners Corporation 1 Plan No. PS801175X

HEINER PROPERTY DEVELOPMENT PTY LTD in favour of Mr Louis Ng
Representing all lots on Owners Corporation 1 Plan No. PS801175X

1.2 In Attendance

Ms. E. Voltz and Ms. S. Li representing Melbourne Owners Corporation Services Pty Ltd

1.3 Voting Entitlement

It was noted that the Registered Proprietor of all lots as at the date of the meeting is HEINER PROPERTY DEVELOPMENT PTY LTD. Accordingly, HEINER PROPERTY DEVELOPMENT PTY LTD holds all voting entitlements for Owners Corporation 1 Plan No. PS801175X.

2. DETERMINATION OF QUORUM

As 26 of the 26 lots on Plan of Subdivision No. 1 PS801175X were represented either in person or by proxy, a quorum was declared.

3. APPOINTMENT OF CHAIRPERSON

It was RESOLVED to appoint Ms Yang Yang to chair the meeting.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

4. CREATION OF THE OWNERS CORPORATION

Ms Yang Yang reported that Plan of Subdivision No. PS801175X was registered by the Registrar of Titles on 23rd July 2020 and consequently, Owners Corporation No. 1 PS801175X was incorporated in accordance with Section 226 of the *Subdivision Act 1988*.

4.1 Registration of Owners Corporation

4.1.1 Australian Business Number (ABN)

It was RESOLVED that Owners Corporation 1 Plan No. PS801175X obtains an Australian Business Number (ABN).

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

4.1.2 Tax File Number (TFN)

It was RESOLVED that Owners Corporation 1 Plan No. PS801175X obtains a Tax File Number (TFN).

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

4.1.3 Goods and Services Tax (GST)

It was RESOLVED that Owners Corporation 1 Plan No. PS801175X does not register for GST.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

4.1.4 Appointment of Public Officer

It was RESOLVED that the appointed Owners Corporation Manager for Owners Corporation 1 Plan No. PS801175X be appointed as Public Officer for the Owners Corporation for taxation purposes.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

4.2 Setting up Bank Account

It was RESOLVED that an operating bank account be opened at Macquarie Bank Limited for Owners Corporation 1 Plan No. PS801175X.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

4.3 Common Seal

4.3.1 It was RESOLVED that the Common Seal of Owners Corporation 1 Plan No. PS801175X be held at the office of the appointed Owners Corporation Manager.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

4.3.2 It was RESOLVED that the appointed Owners Corporation Manager be delegated authority to execute documents on behalf of the Owners Corporation by affixing the Common Seal of Owners Corporation 1 Plan No. PS801175X to any document that enables the Owners Corporation to carry out its functions, powers, rights and obligations, including but not limited to Owners Corporation Certificates. Such delegation does not include authority to execute documents requiring a Unanimous or Special Resolution of the Owners Corporation or the power of delegation itself.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

4.3.3 It was RESOLVED that the Common Seal of Owners Corporation 1 Plan No. PS801175X may be applied electronically in accordance with Section 9 of the *Electronic Transactions (Vic) Act 2000* (ETV Act).

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

4.4 Owners Corporation Sign

It was RESOLVED that Owners Corporation 1 Plan No. PS801175X erects a sign in a clearly visible location on Common Property in accordance with Regulation 17 of the *Owners Corporations Regulations 2008*.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

5 OWNERS CORPORATION COMMITTEE

5.1 Appointment of Committee

It was RESOLVED to appoint the following person to the Committee of Owners Corporation 1 Plan No. PS801175X;

Ms Yang Yang

Mr Kevin Liu

Mr Louis Ng

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

It was RESOLVED that the Committee be delegated all of the powers and functions delegated to it by, or under, Section 11 of the *Owners Corporations Act 2006* in accordance with Section 101, except for a power or function that requires a Unanimous or Special Resolution of the Owners Corporation.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

5.2 Appointment of Chairperson

It was RESOLVED that Ms Yang Yang be appointed as the Chairperson of Owners Corporation 1 Plan No. PS801175X.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

5.3 Appointment of Secretary

It was RESOLVED that the Owners Corporation Manager be appointed as the Secretary for Owners Corporation 1 Plan No. PS801175X.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

6 OWNERS CORPORATION MANAGER

6.1 Appointment of Manager

It was RESOLVED that Melbourne Owners Corporation Services Pty Ltd be appointed as the Manager of Owners Corporation 1 Plan No. PS801175X for a term of Five (5) years in the same form or substantially the same form as the

Contract of Appointment as tabled, and to delegate all powers, functions and duties as are stated to be delegated in and by that Contract of Appointment, the *Owners Corporations Act 2006* and the *Owners Corporations Regulations 2008*.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

6.2 Management Fee

It was RESOLVED that the annual fee payable by Owners Corporation 1 Plan No. PS801175X to Melbourne Owners Corporation Services Pty Ltd be \$6,750 incl. GST per annum (subject to 3% annual increases on the anniversary date detailed in the Contract of Appointment), payable monthly in advance.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

6.3 Execution of Contract of Appointment

It was RESOLVED that the Contract of Appointment between Melbourne Owners Corporation Services Pty Ltd (Manager) and Owners Corporation 1 Plan No. PS801175X be executed by the Owners Corporation, and that the Common Seal of the Owners Corporation be affixed to the Contract of Appointment in accordance with Sections 20 and 21 of the *Owners Corporations Act 2006*.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

6.4 Approval for Payment of Invoices

It was RESOLVED that the appointed Owners Corporation Manager be authorised to approve works and pay invoices for repairs and maintenance on behalf of Owners Corporation 1 Plan No. PS801175X up to the limit of expenditure of \$5,000.00 per item unless otherwise approved by the Committee.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

6.5 Approval to Raise Special Levies

It was RESOLVED that the appointed Owners Corporation Manager be authorised to raise Special Levies for fees and charges to cover extraordinary items of expenditure, subject to the amount involved not being more than twice the annual budget of the current annual fees in accordance with Section 24 of the *Owners Corporations Act 2006*.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

7 INSURANCE

7.1 Initial Policy

The insurance policy taken out by HEINER PROPERTY DEVELOPMENT PTY LTD on behalf of Owners Corporation 1 Plan No. PS801175X was tabled. Additionally, the insurance broker's Financial Services Guide (FSG) and the insurer's Product Disclosure Statement (PDS) was tabled in accordance with the requirements of the Financial Services Reform Act (FSRA). The details of insurance in place for the Owners Corporation are attached. It was noted that HEINER PROPERTY DEVELOPMENT PTY LTD has paid the invoice totaling \$11,988.83 incl. GST (as tabled) which is required to be reimbursed by the purchasers of all lots upon settlement.

NOTE: A copy of the current Certificate of Currency is attached.

IMPORTANT NOTE TO LOT OWNERS:

The Owners Corporation insurance policy does not cover legal liability within each private lot (incl. storage cages), nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.

7.2 Reimbursement of Initial Insurance Policy Payment

It was RESOLVED to accept the current levels of insurance taken out by HEINER PROPERTY DEVELOPMENT PTY LTD on behalf of Owners Corporation 1 Plan No. PS801175X and that the initial payment of the insurance policy by HEINER PROPERTY DEVELOPMENT PTY LTD totaling \$11,988.83 incl. GST be adjusted at settlement, apportioned to each lot on a Lot Liability basis.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously

7.3 Future Cover

It was RESOLVED that the appointed Owners Corporation Manager obtains quotations for renewal of the insurance policy, to be forwarded to the appointed Committee for consideration and approval.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

7.4 Insurance Commission Disclosure

It was RESOLVED that the appointed Owners Corporation Manager, Melbourne Owners Corporation Services Pty Ltd may receive or retain commissions not greater than 15% of the base premium from year to year for the management of insurance for Owners Corporation 1 Plan No. PS801175X.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

8 MAINTENANCE PLAN

It was noted that this Owners Corporation is not a prescribed Owners Corporation therefore a maintenance plan is not mandatory. This matter can be discussed by the Owners Corporation Members at the next Annual General Meeting.

9 FINANCIAL MATTERS

9.1 Financial Year of the Owners Corporation

It was RESOLVED that the initial financial year of Owners Corporation 1 Plan No. PS801175X be 01/09/2020 to 31/08/2021 and will continue to be from 1st September to 31st August in subsequent financial years.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

9.2 Administrative Fund Budget

It was RESOLVED that the Administrative Fund Budget for Owners Corporation 1 Plan No. PS801175X be approved and determined at \$47,039 for the period 01/09/2020 to 31/08/2021.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

9.3 Determination of Fees/Levy Contributions

It was RESOLVED that the annual fees for Owners Corporation 1 Plan No. PS801175X be set in accordance with Section 23 of the *Owners Corporations Act 2006* at \$47,039 for the Administrative Fund and that the initial year contributions be payable bi-annually in advance for the Six(6) months and quarterly in advance thereafter. The due dates for the initial year levy contributions are 01/09/2020, 01/03/2021 and 01/06/2021, reverting to 1st September, 1st December, 1st March and 1st June in subsequent financial years.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

NOTE:

A copy of the Administrative Fund Budget and Schedule of Fees is attached

9.4 Penalty Interest on Arrears

It was RESOLVED that Owners Corporation 1 Plan No. PS801175X may charge interest on money owed by a Lot Owner to the Owners Corporation 28 days after the due date, in accordance with fees and charges set under Section 29(1) and 29(2) of the *Owners Corporations Act 2006*, effective 01/03/2021. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the *Penalty Interest Rates Act 19263*.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

9.5 Debt Collection

It was RESOLVED that Owners Corporation 1 Plan No. PS801175X takes all steps necessary for recovery of outstanding fees, levies and charges owed to the Owners Corporation by a Lot Owner, including issuing a Final Fee Notice in accordance with Section 32 of the *Owners Corporations Act 2006* and commencing proceedings in VCAT in accordance with Part 11 of the *Owners Corporations Act 2006*. The appointed Owners Corporation Manager and/or the Committee shall have the power, pursuant to this resolution, to appoint a lawyer to commence legal proceedings on behalf of Owners Corporation 1 Plan No. PS801175X for debt recovery in VCAT, the Magistrates Court or any other authorised Court or Administrative Tribunal that may from time to time be granted jurisdiction to hear and determine such disputes.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

9.6 Cost Recovery

It was RESOLVED that all costs and expenses arising out of any breach of an obligation by a Lot Owner of Owners Corporation 1 Plan No. PS801175X, or an Occupier of a lot on Plan No. PS801175X, as imposed by the *Owners Corporations Act 2006*, the *Owners Corporations Regulations 2008*, the Owners Corporation Rules and/or any resolution of the Owners Corporation, shall be payable by the person or company in breach, including any costs and charges payable by the Owners Corporation to the Owners Corporation Manager, lawyer or otherwise (but excluding a personal Committee Member of the Owners Corporation).

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

10 RULES OF THE OWNERS CORPORATION

10.1 Registered Rules

It was RESOLVED by Special Resolution pursuant to Section 138(2) of the *Owners Corporations Act* 2006 that the Consolidated Rules of Owners Corporation 1 Plan No. PS801175X be adopted and that the Rules be certified by the Owners Corporation Secretary and lodged with the Registrar in accordance with Section 142(2) of the *Owners Corporations Act* 2006.

For: 26 | Against: 0 | Abstain: 0 | Motion carried.

10.2 Enforcement of Rules

It was RESOLVED that Owners Corporation 1 Plan No. PS801175X is to take all steps necessary for the enforcement of the Rules, Regulations and resolutions of Owners Corporation 1 Plan No. PS801175X including, but not limited to, commencing legal proceedings in any Court or Tribunal of relevant jurisdiction. The appointed Owners Corporation Manager and/or the Committee shall have the power, pursuant to this resolution, to appoint a lawyer to commence legal proceedings on behalf of the Owners Corporation.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

NOTE: A copy of Consolidated Rules of the Owners Corporation is attached to these Minutes

11 LEASES, LICENCES, AGREEMENTS AND DEEDS

11.1 It was RESOLVED by Special Resolution pursuant to Sections 10, 26 and 14 of the *Owners Corporations Act* 2006 that Owners Corporation 1 Plan No. PS801175X effect/enter into the following agreements in the same form or substantially the same form as tabled at the meeting. A copy of all documents detailed can be obtained from the Owners Corporation Manager by emailing info@mocs.com.au.

(a) Fire Indicator Panel Monitoring Agreement

Fire Indicator Panel Monitoring Agreement with ADT for the provision of fire alarm monitoring services for a term of three (3) years.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

(b) Cleaning & Gardening Service Agreement

Cleaning Service Agreement with Leon's Property Maintenance & Care Pty Ltd for the provision of cleaning and gardening services for an initial term of three (3) years.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

(c) Waste Management Agreement

Service Agreement with Urban Waste Pty Ltd for the provision of waste management services for a term of one (1) year.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

11.2 It was RESOLVED by Special Resolution that if HEINER PROPERTY DEVELOPMENT PTY LTD requires any amendments to any document referred to above which amendments do not materially or substantially change the general nature of the documents, the Owners Corporation Manager is authorized to sign such amended document on behalf of the Owners Corporation 1 Plan No. PS801175X as directed by HEINER PROPERTY DEVELOPMENT PTY LTD .

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

11.3 It was RESOLVED by Special Resolution that the Owners Corporation Manager shall execute any further document, lease, licence, deed or agreement on behalf of the Owners Corporation if directed to do so by HEINER PROPERTY DEVELOPMENT PTY LTD if HEINER PROPERTY DEVELOPMENT PTY LTD determines that such document, lease, license, deed or agreement is necessary for the better operation of the Owners Corporation or to better manage the common property for the benefit of the proprietors or for the purposes set out in any of the documents tabled.

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

11.4 The Owners Corporation RESOLVED by Special Resolution to execute the above documents by affixing the Common Seal of the Owners Corporation to the documents to which they are each a party in accordance with the requirements of the Owners Corporations Act 2006 (Vic).

For: 26 | Against: 0 | Abstain: 0 | Motion carried unanimously.

12 TABLING OF DOCUMENTS

In accordance with Section 267 of the *Owners Corporations Act 2006*, the following documents were provided to the Owners Corporation Manager for the purposes of the Owners Corporation:

- The Owners Corporation Register;
- A copy of the registered Plan of Subdivision No. PS801175X;
- A copy of the insurance policy.
- A copy of the *Owners Corporations Act 2006*, *Owners Corporations Regulations 2008*, and *Subdivision (Procedure) Regulations 2000*;
- A copy of accounts made on behalf of the Owners Corporation;
- The proposed budget and schedule of fees;
- The Common Seal of Owners Corporation 1 on Plan of Subdivision No. PS801175X; and
- A copy of the Special Rules of the Owners Corporation.

13 CLOSURE

There being no further business, the meeting was closed at 10:00am



CERTIFICATE OF CURRENCY

To Whom It May Concern

Date: 12.08.20
Policy No.: 06S3316176
Type of Insurance: Residential Strata Insurance
Period Of Insurance: : From 4.00pm 11th August 2020
To 4.00pm 11th August 2021

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date.

This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request.

This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

Insured :	Owners Corporation 801175	
Situation :	1170 Dandenong Road Carnegie	VIC 3163
Section 1 :	Building including common contents	\$ 9,500,000
	Loss of Rent/Temporary Accommodation (15%)	\$ 1,425,000
	Catastrophe or Emergency (15%)	\$ 1,425,000
	Additional Loss of Rent	\$ Not Insured
	Additional Catastrophe	\$ Not Insured
	Floating Floors	\$ Included
Section 2 :	Glass	\$ Included
Section 3 :	Theft	\$ Included
Section 4 :	Liability	\$ 20,000,000
Section 5 :	Fidelity Guarantee	\$ 100,000
Section 6 :	Office Bearers Liability	\$ 1,000,000
Section 7 :	Voluntary Workers (Weekly/ Capital Benefit)	\$2000/200,000
Section 8 :	Government Audit Costs	\$ 25,000
Section 9 :	Legal Expenses	\$ 50,000
Section 10:	Workplace, Health & Safety Breaches	\$ 100,000
Section 11:	Machinery Breakdown	\$ 100,000
Section 12:	Lot Owners Improvements (Per Lot)	\$ 250,000
Section 13:	Workers Compensation	Not Insured
Excesses :		
Section 1	\$ 2,000	each malicious damage, vandalism & graffiti claim for each vacant lot
Section 1	\$ 2,000	all water damage claims where the building is less than 12 months old
Section 1	\$ 500	all other claims + as per policy wording
Section 2	\$ 2,000	each claim for each vacant lot



Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246 719
Unit 5/263 Alfred Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

CERTIFICATE OF CURRENCY

OC 801175

(SUU VIC OD963 0171997/000)

Section 2	\$	500	all other claims
Section 3	\$	2,000	each claim for each vacant lot
Section 3	\$	500	all other claims
Section 11	\$	500	all claims

On behalf of the Insurers: Insurance Australia Limited trading as
CGU Insurance ABN 11 000 016 722

Special Terms/ Conditions:

1. Unregistered Strata or Related Scheme Properties

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Cover under this policy is subject to registration of the above property as a strata or related scheme within 60 days of the inception date of the policy. Failure to register the above property within this time frame may result in cancellation of the policy.

Sections 5,6,7,8,9,10 & 12 of the above policy do not become operative until registration of the strata or related scheme.

Immediately upon registration of the strata or related scheme the policy will cease to provide cover for current owners or parties that have an estate or interest in the property (including builders &/or developers) in respect to items considered by relevant state legislation as owners contents (ie carpets, blinds, curtains etc) together with loss of rent and public liability as property owners of individual lots.

#### 2. Construction/ Building Work Endorsement

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This policy is issued on the condition that any loss arising from any construction &/or building works caused either directly or indirectly



Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246 719
Unit 5/263 Alfred Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

CERTIFICATE OF CURRENCY

OC 801175
(SUU VIC OD963 0171997/000)

will be excluded under this policy.

In addition cover is subject to the works being performed by licensed contractors who must hold current public liability and construction insurance for the duration of the contract.

Cover excludes any unfixed items that are designed to be permanently fixed to a building which may be awaiting installation.

3. Machinery Breakdown

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Machinery Breakdown cover includes all electrical and mechanical plant and equipment at the situation but excludes:

1. centrifugal chillers
2. lifts not having in force at all times a full maintenance agreement including parts and labour.

## Adopted Budget to apply from 01/09/2020

OC1 PS801175X

Vivant Carnegie, 1170 Dandenong Road, Carnegie  
VIC 3163

| <b>Administrative Fund</b>             |                            |
|----------------------------------------|----------------------------|
|                                        | <b>Proposed<br/>budget</b> |
| <b>Revenue</b>                         |                            |
| Levies Due--Admin                      | 47,039.00                  |
| <i>Total revenue</i>                   | <u>47,039.00</u>           |
| <b>Less expenses</b>                   |                            |
| Admin--Agent Disbursements             | 1,300.00                   |
| Admin--Management Fees--Standard       | 6,750.00                   |
| Admin--OC Set Up Cost                  | 150.00                     |
| ESM--Fire Indicator Panel Monitoring   | 1,700.00                   |
| Insurance--Premiums                    | 11,989.00                  |
| Maint Bldg--Cleaning                   | 12,000.00                  |
| Maint Bldg--General Repairs/Expenses   | 1,050.00                   |
| Utility--Electricity                   | 2,500.00                   |
| Utility--Hot Water                     | 800.00                     |
| Utility--Telephone/Internet            | 800.00                     |
| Utility--Waste Management              | 7,000.00                   |
| Utility--Water & Sewerage              | 1,000.00                   |
| <i>Total expenses</i>                  | <u>47,039.00</u>           |
| <b>Surplus/Deficit</b>                 | <u>0.00</u>                |
| Opening balance                        | 0.00                       |
| <b>Closing balance</b>                 | <u><u>\$0.00</u></u>       |
| Total units of entitlement             | 2031                       |
| Levy contribution per unit entitlement | \$23.16                    |

## Adopted Levy Schedule to apply from 01/09/2020

OC1 PS801175X

Vivant Carnegie, 1170 Dandenong Road, Carnegie  
VIC 3163

Quarterly levy instalments that would apply to each lot if proposed budgets are accepted by the general meeting:

| Lot | Unit | Lot Liability   | Admin Fund         | Sinking Fund  | Quarterly Total    | Annual Total       |
|-----|------|-----------------|--------------------|---------------|--------------------|--------------------|
| G1  | 1    | 93.00           | 538.50             | 0.00          | 538.50             | 2,154.00           |
| G2  | 2    | 109.00          | 631.15             | 0.00          | 631.15             | 2,524.60           |
| G3  | 3    | 70.00           | 405.35             | 0.00          | 405.35             | 1,621.40           |
| G4  | 4    | 93.00           | 538.50             | 0.00          | 538.50             | 2,154.00           |
| G5  | 5    | 94.00           | 544.30             | 0.00          | 544.30             | 2,177.20           |
| G6  | 6    | 97.00           | 561.65             | 0.00          | 561.65             | 2,246.60           |
| G7  | 7    | 61.00           | 353.20             | 0.00          | 353.20             | 1,412.80           |
| G8  | 8    | 109.00          | 631.15             | 0.00          | 631.15             | 2,524.60           |
| G9  | 9    | 80.00           | 463.25             | 0.00          | 463.25             | 1,853.00           |
| G10 | 10   | 81.00           | 469.00             | 0.00          | 469.00             | 1,876.00           |
| 101 | 101  | 76.00           | 440.05             | 0.00          | 440.05             | 1,760.20           |
| 102 | 102  | 85.00           | 492.20             | 0.00          | 492.20             | 1,968.80           |
| 103 | 103  | 50.00           | 289.55             | 0.00          | 289.55             | 1,158.20           |
| 104 | 104  | 74.00           | 428.50             | 0.00          | 428.50             | 1,714.00           |
| 105 | 105  | 72.00           | 416.90             | 0.00          | 416.90             | 1,667.60           |
| 106 | 106  | 64.00           | 370.60             | 0.00          | 370.60             | 1,482.40           |
| 107 | 107  | 68.00           | 393.75             | 0.00          | 393.75             | 1,575.00           |
| 108 | 108  | 70.00           | 405.35             | 0.00          | 405.35             | 1,621.40           |
| 109 | 109  | 76.00           | 440.05             | 0.00          | 440.05             | 1,760.20           |
| 201 | 201  | 93.00           | 538.50             | 0.00          | 538.50             | 2,154.00           |
| 202 | 202  | 87.00           | 503.75             | 0.00          | 503.75             | 2,015.00           |
| 203 | 203  | 52.00           | 301.10             | 0.00          | 301.10             | 1,204.40           |
| 204 | 204  | 69.00           | 399.55             | 0.00          | 399.55             | 1,598.20           |
| 205 | 205  | 96.00           | 555.85             | 0.00          | 555.85             | 2,223.40           |
| 206 | 206  | 57.00           | 330.05             | 0.00          | 330.05             | 1,320.20           |
| 207 | 207  | 55.00           | 318.50             | 0.00          | 318.50             | 1,274.00           |
|     |      | <b>2,031.00</b> | <b>\$11,760.30</b> | <b>\$0.00</b> | <b>\$11,760.30</b> | <b>\$47,041.20</b> |

# **Special Rules for Owners Corporation 1**

## **PS801175X1**

**1170 Dandenong Road, Carnegie VIC 3163**



## **1. Access to Lots**

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- 1.1 Except in the case of an emergency (in which case no notice shall be required) upon five (5) days notice in writing the Owners Corporation or the Manager and their servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Proprietor in cases where such leakage or defect is due to any act or default of the Proprietor or an Occupier). The Owners Corporation and the Manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the Proprietor or any Occupier of the relevant Lot as is reasonable in the circumstances.

## **2. Compliance with Laws**

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- 2.1 A Proprietor and/or Occupier must at the Proprietor's expense promptly comply with all laws relating to the Lot including any requirements, notices and orders of a Governmental Agency.
- 2.2 A Proprietor or Occupier of a Lot must take all reasonable steps to ensure that any invitee of the Proprietor or Occupier comply with these Rules.

## **3. Notification**

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- 3.1 Each Proprietor must advise the Manager, or Building Manager of an out of normal business hours contact address and telephone number of the Proprietor and each occupant of the Proprietor's Lot or any part of it and must promptly advise the Manager or Building Manager of any change in such address or telephone number.

## **4. Right of Way**

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- 4.1 Proprietors and/or Occupiers of a Lot agree and acknowledge that:
- (a) without limiting the rights of the Owners Corporation under section 12(2) for the *Subdivision Act 1988*, they grant an easement of way ("**Easement**") over the Lots to the Owners Corporation for purposes of gaining access to the plant and service areas and any service pipe or ducts located in the Lots or the facade (for cleaning maintenance or repairs purposes) which is for the benefit of each Lot and/or the Common Property and is necessary for the reasonable use and enjoyment of the Lot and the Common Property by Proprietors and Occupiers of Lots;
  - (b) they must allow the Owners Corporation and its respective employees, agents, licensees, visitors and contractors to use the Easement for the purpose of gaining access to the plant and service areas and any service pipes or ducts located in the Lots or the façade (for cleaning, maintenance or repair purposes) without interruption and disruption; and
  - (c) they must not unreasonably interfere with or prevent the use of the Easement.

## **5. Owners Corporation Fees**

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- 5.1 The fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations must be paid by each Proprietor according to his or her Lot liability or as otherwise directed by the Owners Corporation or the Manager, as follows:
- (a) in the first year, bi-annually in advance for the first six months and quarterly in advance thereafter unless otherwise resolved by the Owners Corporation;
- 5.2 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.

## **6. Support and provision of Services**

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- 6.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Proprietor or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property which results in:
- (a) the structural and functional integrity of any part of the Common Property being altered, changed or impaired; or
  - (b) the passage or provision of services through the Lot or the Common Property is not interfered with.
- 6.2 A Proprietor or Occupier of a Lot must not install a safe in a Lot without the written consent of the Manager and before submitting to the Manager a structural engineering report in respect of the proposed installation. The Proprietor or Occupier acknowledges that they will be liable for all reasonable costs that the Manager may incur in reviewing reports provided pursuant to this Rule.
- 6.3 The Owners Corporation may share among the Proprietors in the Owners Corporation the common costs of supply, consumption and maintenance of any shared facility or services (including that for gas, power and/or water supply) required for heating or cooling the Lots or cooking within the Lots (except for the Commercial Lot) or shared supply of lighting to:
- (a) a Lot or Lots;
  - (b) a Carpark Lot;
  - (c) a Storage Lot.
- 6.3.1 The Manager has the discretion to apportion such costs taking into account the benefit, whether wholly, substantially or nominally, to or usage by a Lot for the particular the period being apportioned or the Manager may charge a proportion of such service and supply charges relating to the relevant Lot calculated by the Manager on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly by the service.
- 6.4 For the avoidance of doubt, the Manager reserves its rights pursuant to section 49(2) of the Act.

## **7. Behaviour by Proprietors and Occupiers**

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- 7.1 A Proprietor or Occupier of a Lot must not:
- (a) create any undue noise, odours, vibrations or behave in a manner likely to interfere with the peaceful enjoyment of the Proprietor or Occupier of another Lot or of any person lawfully using Common Property; or
  - (b) obstruct the lawful use of Common Property by any person; or
  - (c) use machinery hammer drills or jack hammers or other noise emitting power tools in a Lot between the hours of 5:00 pm and 8:00 am on weekdays and on weekends or such hours not permitted by the authorities; or
  - (d) make or permit to be made any undue noise in or about the Common Property or any Lot; or
  - (e) allow the entry door or any external door (other than any door from a Commercial Lot to an external area on the ground floor) of any Lot or on Common Property to be physically restrained from closing in any way; or
  - (f) allow bicycles to be parked/left in other than the Bicycle Park; or

- (g) use gymnasium equipment such as walking/running machines, weight stations, dumbbells inside their Lot between the hours of 10.00 pm and 7.00 am; or
  - (h) make or permit to be made noise from music, appliances or otherwise between the hours of 11.00 pm to 8.00 am Monday to Friday and from midnight to 8.00 am on Saturday and/or Sunday which may be heard outside the Proprietor's Lot or which would otherwise be in breach of the *Environment Protection Act 1970* (Vic) or the *Environment Protection (Residential Noise) Regulations 2008* (Vic); or
  - (i) contravene the fire regulations by installing unapproved dead locks or peep holes on its Lot that would void the Owners Corporation insurance policy. Any additional security device(s) installed must be approved by Owners Corporation; or
  - (j) if it is a Proprietor of a Commercial Lot, use any area on its Lot located in the basement of the Building for any usage except other than a grease interceptor room.
- 7.2 A Proprietor or Occupier of a Lot when on Common Property (if on any part of a Lot so as to be visible from another Lot or from Common Property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Proprietor or Occupier of another Lot or to any person lawfully using Common Property.
- 7.3 A Proprietor or Occupier of a Lot must not smoke or consume alcohol on any part of the Common Property including but not limited to the stairwells, lifts, foyers and carpark forming part of the Common Property or such other parts of the Common Property as the Owners Corporation or the Manager may designate from time to time.
- 7.4 A Proprietor or Occupier of a Lot must not use or permit to be used in or on the Common Property, tricycle, (non-motorised) scooters, skateboards, rollers skates, roller blades or the like. A bicycle may only be used on Common Property in the course of travel to and from the Bicycle Park and must only be wheeled through Common Property when accessing the lifts servicing the Bicycle Park.
- 7.5 A Proprietor or Occupier of a Lot must not dispose nor permit disposal of cigarette butts, cigarette ash or any other type of rubbish over their balconies/terrace, windows or on any Common Property.
- 7.6 A Proprietor or Occupier of a Lot must not use their balcony/terrace/external area without consideration for surrounding properties (particularly with respect to noise, behaviour and appropriate clothing).

## **8. Air Conditioning and Heating**

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- 8.1 A Proprietor or Occupier of a Lot must not install, maintain and operate an air- conditioning or heating unit to service the Lot which:
- (a) is of a design which has not been approved by the Owners Corporation in writing prior to installation. All requests must be put in writing to the Owners Corporation and approval, if any, will be subject to terms and conditions set by the Owners Corporation. The Proprietor or Occupier acknowledges that they will be liable for all reasonable costs that the Manager may incur in reviewing reports provided pursuant to this Rule.
  - (b) when operated, damages, affects or interferes with the operation of the Common Property; or
  - (c) emits noise, vibrations or odours which, in the Owners Corporation opinion, interferes with the quiet use and enjoyment of the Common Property or other Lots.
- 8.2 A Proprietor or Occupier of a Lot must maintain, service and is to be responsible for the air-conditioning condenser belonging to the particular Lot notwithstanding that it may be located on the Common Property. If the air-conditioning condenser is located on the Common Property, the Proprietor or Occupier of the Lot must obtain the prior written permission of the Manager or the Building Manager prior to accessing the air-conditioning condenser.

8.3 The Owners Corporation will maintain service and be responsible for the cooling/heating ducts on Common Property that is part of a centralised system and located within an Apartment Lot.

8.3.1 Except in the case of an emergency (in which case no notice shall be required) upon five (5) days notice in writing the Owners Corporation or the Manager and their servants, agents and contractors shall be permitted to enter, inspect, trace, test, service, repair and if need be, replace the cooling/heating ducts (and any accessory parts) within these Apartment Lots at the expense of the Owners Corporation except in cases where any repair and/or replacement is due to any act or default of the Proprietor or an Occupier, in which event it will be at the expense of the Proprietor or Occupier.

8.3.2 The Owners Corporation or the Manager and their servants, agents and contractors shall be permitted to enter, inspect, trace, test, service, repair and if need be, replace these cooling/heating ducts (and any accessory parts) as many times a year as may be required to ensure the efficient and smooth running of the cooling/heating ducts.

8.3.3 The Owners Corporation and the Manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the Proprietor or any Occupier of the relevant Lot as is reasonable in the circumstances.

## **9. Plants**

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9.1 A Proprietor or Occupier who has plants on its Lot, whether on a balcony, terrace or otherwise must:

- (a) ensure that the plants are properly maintained and securely fixed or tethered;
- (b) ensure that the plants, pots are not visible from outside of the Lot; and
- (c) refrain from watering the plants and the soil in such pots in such a way that water escapes onto the Lot, Common Property or other Lots.

## **10. Leasing or Licensing a Lot / No serviced apartment**

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10.1 If a Proprietor allows another person to occupy any part of their Lot the Proprietor must:

- (a) provide that person with an up to date copy of these Rules;
- (b) ensure that person and their visitors and invitees comply at all times with these Rules;
- (c) take all action available to the Proprietor to ensure compliance with these Rules; and
- (d) provide details of the occupant to the Owners Corporation within seven days of commencement of lease.

10.2 Notwithstanding anything to the contrary in these Rules, a Proprietor of a Lot must not at any time:

- (a) use a Lot, or permit the Lot to be used, as a serviced apartment, residential hotel accommodation or for short term rental;
- (b) use a Lot, or permit the Lot to be used, in the operation of a serviced apartment scheme, residential hotel, or similar business;
- (c) enter into an Occupation Agreement under which one or more person/s may be granted the right to occupy the Lot for a Restricted Stay; or
- (d) allow their Lot to be leased for any periods shorter than 28 days.

For the purposes of this Rule 13.2:

“Short term rental” means short term rentals arranged through “Airbnb”, “Stayz” or similar sites.

“Occupation Agreement” means an arrangement or agreement (including a lease, licence or management agreement) giving any person or entity the right to occupy the Lot or to allow others to occupy the Lot.

“Restricted Stay” means a stay that is scheduled to end less than 8 weeks after it commences but does not include a period of over holding under a lease that was granted for an initial term of 6 months or more.

## **11. Cleaning of Building**

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- 11.1 Having regard to Rule 7.1, each Proprietor or Occupier must allow the Owners Corporation’s window and building cleaners access through to and onto the balconies and terraces on a Lot at all times as required by the Owners Corporation’s window and building cleaners for the purpose of cleaning the facade of the Building.
- 11.2 Proprietors or Occupiers of Lots where anchor points are located must provide access with notice or without notice should notice not be able to be given in an emergency.
- 11.3 Notwithstanding this Rule 14, each Proprietor or Occupier must regularly clean and keep clean the balconies and terraces of their Lot and any of their windows and glass doors which are accessible to them.

## **12. Cleaning of a Lot (including windows)**

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- 12.1 A Proprietor or Occupier of a Lot must keep that Lot clean and in good repair.
- 12.2 A Proprietor or Occupier of a Lot must keep any balcony/terrace/external area within their Lot clean, tidy and well maintained.
- 12.3 A Proprietor or Occupier of a Lot must keep the drains located under the balcony, terrace or pavers of their Lot clean and clear of any debris and floor waste at all times.
- 12.4 A Proprietor or Occupier of a Lot must keep clean all exterior surfaces of glass and /or windows (including louvres) and doors on the boundary of the Lot, unless the glass and/or windows (including louvers) and doors on the boundary cannot be accessed by the Proprietor or an Occupier safely or at all.
- 12.5 A Proprietor or Occupier of a Lot must allow and provide all reasonable assistance to permit any window cleaners or tradesmen engaged by the Owners Corporation to access any Lot or any balcony/terrace within their Lot for the purpose of accessing external windows/surfaces contained within the Common Property for the purpose of cleaning and maintaining such windows/surfaces.
- 12.6 A Proprietor or Occupier of the Commercial Lot must ensure any and all cooking exhaust ducts within or part of the Commercial Lot’s kitchen exhaust system is cleaned at a frequency recommended or required by law or by any Government Agency. The Proprietor or Occupier of the Commercial Lot must at all times maintain all aspects of their kitchen exhaust system which includes minimizing grease build-up within the hood and all associated ducts, removal of grease laden steam, arrest/control and proper dispersal of grease and/or exhaust emissions. The Manager may also stipulate how frequent the cooking exhaust ducts must be cleaned. The evidence of any clean must be provided to the Manager upon request.

## **13. Damage to Common Property**

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- 13.1 A Proprietor or Occupier of a Lot must not mark, paint or the like, interfere or otherwise damage or deface, any structure/area that forms part of the Common Property without the approval in writing from Owners Corporation.

- 13.2 A Proprietor or Occupier of a Lot must promptly notify the Manager or Building Manager on becoming aware of any damage or defect in the Common Property.

#### 14. Car Parking

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- 14.1 A Proprietor or Occupier of a Carpark Lot must not use its Carpark Lot for any purposes other than for parking of vehicles without first obtaining the written approval of the Owners Corporation.
- 14.2 A Proprietor or Occupier of a Carpark Lot must not reverse in or out of the Building at any time.
- 14.3 A Proprietor or Occupier of a Carpark Lot must not in any way obstruct any of the access aisles in the carpark.
- 14.4 A Proprietor or Occupier of a Carpark Lot must not park or leave a vehicle or permit a vehicle to be parked or left on Common Property so as to obstruct any driveway, entrance or access to a Lot, or in any place other than in a parking area that may be specified for such purpose by the Owners Corporation.
- 14.5 A Proprietor or Occupier of a Carpark Lot must not park or permit to be parked any vehicle, trailer or motor cycle or bicycle other than within that Proprietor's Carpark Lot.
- 14.6 The Manager is authorised to remove offending vehicles, trailers, bicycles or motor cycles which have been parked on Common Property or protruding onto Common Property as to cause a nuisance and/or blocking pathway access and/or in breach of the *Occupational Health & Safety Regulations 2007* or causing interference with access to essential services referable to the Building (including but not limited to emergency fire access doors). For the purpose of this Rule 14.6, the Occupier and Proprietor acknowledge and agree that the Owners Corporation will have requisite authority to remove vehicles in breach of this Rule 14.6 and indemnifies the Owners Corporation from all costs, expenses, damages and all other associated costs in relation to such removal.
- 14.7 The Manager has the authority to engage the services of a third party to monitor and attend to car parking matters on behalf of the Owners Corporation and/or Proprietors who own car parking spaces. Proprietors will be notified of any third-party management.
- 14.7.1 The Manager may in engaging the third party may authorise it to monitor and/or attend to car parking matters which may include imposition of penalties and/or breach notices for owners of vehicles illegally parked on Common Property or on Carpark Lot belonging to other Proprietors.
- 14.7.2 The Owners Corporation has the authority to restrict or prohibit access to the common areas of the car park if a Proprietor or Occupier has been issued with three or more breach notices in one year.
- 14.8 A Proprietor or Occupier of a Lot must ensure their Carpark Lot is clean and free of oil marks/stains and like substances. The Owners Corporation reserves its right to clean any Carpark Lot and charge the Proprietor for the cost incurred. The Owners Corporation will give the Proprietor a minimum of fourteen (14) days notice of its intention to do such cleaning, except in case of emergency, in which case no notice will be required.
- 14.9 A Proprietor or Occupier of a Carpark Lot must not permit oil leakages from any motor vehicle, trailer, bicycles or motor cycle onto Common Property or on their Carpark Lot and must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains on their Carpark Lot and/or other part of the Common Property.
- 14.10 A Proprietor or Occupier of a Carpark Lot must not grant an occupation right in relation to their Carpark Lot to any person other than another Proprietor or Occupier.
- 14.11 A Proprietor or Occupier must comply with any Rules of Use for the carpark which may include the requirement to prominently display on the dash board of a vehicle parked in any Carpark Lot, a dash pass issued by the Manager to the Proprietor of that Carpark Lot.
- 14.12 A Proprietor or Occupier of a Carpark Lot must not construct or erect any shed, enclosure or structure of any nature or description around their Carpark Lot.

- 14.13 A Proprietor or Occupier must not park within a space allocated for visitor parking.
- 14.14 A Proprietor or Occupier must not allow a Guest of a Lot to park in visitor parking space overnight.
- 14.15 A Proprietor, or Occupier or Guest of a Lot must comply at all times with the Rules of Use for the public carpark.
- 14.16 A Proprietor or Occupier or Guest of a Lot acknowledge and agree that the Owners Corporation has authority to impose a fine of \$500.00 to a Proprietor, Occupier or Guest of a Lot that has illegally parked their vehicle in another Proprietor or Occupiers Carpark Lot or within a visitor car space, subject to two warning letters being issued by the Owners Corporation.
- 14.17 The Owners Corporation reserves the right to install parking bollards and wheel clamps on offending vehicles to enforce Rule 14.16. The owner of the offending vehicle must contact the Owners Corporation or the Building Manager if a bollard or wheel clamp has been installed in order to rectify and remedy the situation. The owner of the offending vehicle acknowledges and agrees to indemnify the Owners Corporation against any damage which may be sustained to the vehicle as a result of the owner of the vehicles negligence to abide by the Rules.

## **15. Move Ins/outs (including furniture or goods)**

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- 15.1 A Proprietor or Occupier of a Lot must not move any article (including furniture and/or goods) through Common Property without giving the Owners Corporation or the Manager 48 hours written notice and obtaining the Owners Corporation approval prior to their move to enable a representative of the Owners Corporation or the Building Manager to be present.
- 15.2 A Proprietor or Occupier of a Lot must fill in a Moving In/Moving Out Form and/or a Delivery of Goods Form which can be obtained from the Manager or Building Manager in the form designated by the Manager or Building Manager from time to time.
- 15.3 If moving an article (including furniture and/or goods) over or through Common Property is likely to cause damage to or obstruct Common Property, a Proprietor or Occupier of a Lot may only move such article in accordance with directions of the Owners Corporation, the Manager or the Building Manager.
- 15.4 The Proprietor or Occupier of the Lot may only move articles (including furniture and/or goods) through the area specifically designated by the Manager once approval has been granted.
- 15.5 A Proprietor or Occupier of a Lot must not move articles, furniture and/or goods in and out of the Building outside the hours permitted. Permitted hours are between 9:00 am and 4:00 pm, Monday to Friday (or such other times as are designated by the Manager from time to time). Any moves outside these hours are at the discretion of the Manager or the Building Manager. A Proprietor or Occupier of a Lot may not move articles, furniture and/or goods in and out of the building on Saturday, Sunday or Public Holiday, unless prior approval from the Manager or Building Manager has been obtained. All moves must be completed by 4:00 pm (or such other times as are designated by the Manager from time to time).
- 15.6 A Proprietor or Occupier moving articles, furniture and/or goods in or out of a Lot will be liable to the Owners Corporation for and indemnifies the Owners Corporation against any damage caused to any property in the Building including Common Property in doing so. Where a Proprietor or Occupier damages the Common Property in the Building by moving articles, furniture and/or goods in or out of a Lot, the cost of repairing that damage must be paid by that Occupier, or failing him or her, the Proprietor of the Lot, to the Owners Corporation within 14 days of receiving the invoice for rectification works.
- 15.7 If required by the Manager or Building Manager, a Proprietor or Occupier of a Lot may be required to provide a bond to the Building Manager as specified in the Moving In/Moving Out Form and/or a Delivery of Goods Form at the discretion of the Owners Corporation. The bond is to be provided to the Building Manager prior to any move in/move out and/or delivery of any goods and will be returned to the Proprietor or Occupier within seven (7) days of the Manager or Building Manager conducting an inspection and is satisfied that no damage has occurred to the Common Property or Common Property has been dirtied as a result of the move.

- 15.8 If required by the Manager or Building Manager, a Proprietor or Occupier of a Lot may be required to pay a Moving In/Moving Out fee for a Coordinator/Caretaker to coordinate the move in/move out. Unauthorised moves may be subject a fee of \$250.00 inc GST for the audit of the security camera system and report on the condition of the property.
- 15.9 A Proprietor or Occupier of a Lot must not leave in or on any of the Common Property in or around the Building any waste, packaging, wrappers, boxes and the like from move in/out of furniture and/or goods. All such waste, packaging, wrappers and the like must be taken away and disposed away from the Building by the Proprietor or Occupier immediately after the move failing which the Manager or Building Manager will arrange for its disposal at the Proprietor's or Occupier's costs, the costs of which will be deducted from any bond provided under Rule 15.7.
- 15.10 All cardboard boxes, packaging and the like from the move in/out of furniture and goods must not be disposed in the garbage chute. Costs of removing blockages caused by the disposal of these cardboard boxes, packing and the like in the garbage chute will be charged to the offending Proprietor or Occupier.

## **16. Interference with Common Property**

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- 16.1 A Proprietor or Occupier of a Lot must not, without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 16.2 A Proprietor or Occupier must not place any personal items on Common Property for the purpose of decorating the Common Property without the written approval of the Manager.
- 16.3 A Proprietor or Occupier of a Lot must not interfere with the operation of any equipment installed on the Common Property.
- 16.4 A Proprietor or Occupier of a Lot must not use the Common Property or permit the Common Property to be used in a manner as to unreasonably interfere with or prevent its use by other Proprietors or Occupiers of Lots or their families or visitors.
- 16.5 A Proprietor or Occupier of a Lot must not enter into or permit any person to enter into any plant room, machine housing or the waste disposal room, electricity switch room, machinery room (without the consent of the Owners Corporation) or adjust or cause adjustment to the thermostat, board control, thermostat, electricity, gas, or heating or cooling controls so as to interfere with any installations or services in or on the Common Property without the consent of the Owners Corporation.
- 16.6 A Proprietor or Occupier of a Lot must not place within that Lot anything, including decorative items or stack storage items or furniture higher than 500 mm below a fire sprinkler or within 500 mm from a fire sprinkler in any direction so as to not hinder its operation or the efficacy of its operation.

## **17. Security of Common Property**

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- 17.1 A Proprietor or Occupier of a Lot must not do anything which may prejudice or be detrimental to the security, integrity or safety of the Common Property.
- 17.2 A Proprietor or Occupier of a Lot must not allow persons unknown to or un- accompanied by them to follow them through or entry to the secured doors to the Building or carpark to the lobby or any other Common Property.

## **18. Notification of damage to Common Property**

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- 18.1 A Proprietor or Occupier of a Lot must promptly notify the Owners Corporation, the Manager or the Building Manager on becoming aware of any damage to in the Common Property and/or Common Property facility.



## **19. Compensation to Owners Corporation**

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- 19.1 A Proprietor or Occupier of a Lot must compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Proprietor or Occupier or their respective tenants, licensees or invitees.

## **20. Restricted use of Common Property**

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- 20.1 The Owners Corporation may take measures to ensure the security and to preserve the safety of the Common Property and the Lots affected by the Owners Corporation from fire or other hazards. Without limitation, the Owners Corporation may, to the extent necessary to ensure the security and to preserve the safety of the Common Property only:
- (a) close off any part of the Common Property not required for access to a Lot on a temporary or permanent basis or otherwise restrict the access to or use by Proprietors or Occupiers of any part of the Common Property;
  - (b) permit, to the exclusion of Proprietors and Occupiers, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
  - (c) restrict by means of key or other security device the access of Proprietors or Occupiers;
  - (d) restrict by means of key or other security device the access of the Proprietors or Occupiers of one level of the Lots to any other level of the Lots.

## **21. Security Access Key**

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- 21.1 The Owners Corporation may charge a fee for any approved additional Security Access Key required by a Proprietor.
- 21.2 Proprietor of a Lot must exercise a high degree of caution and responsibility in making a Security Access Key available for use by any Occupier of a Lot and must use all reasonable endeavours (including without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier) to ensure the return of the Security Access Key to the Proprietor, the Owners Corporation, the Manager or the Building Manager when it is no longer required by the Occupier of the relevant Lot.
- 21.3 A Proprietor or Occupier of a Lot in possession of a Security Access Key must not duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Access Key is not lost or handed to any person other than another Proprietor or Occupier and is not to dispose of otherwise than by returning it to the Proprietor, or the Owners Corporation or the Manager or the Building Manager.
- 21.4 A Proprietor or Occupier of a Lot must promptly notify the Owners Corporation if a Security Access Key issued to him or her is lost or destroyed.
- 21.5 The cost of replacing any Security Access Key or any security device which is issued to the Proprietor of the Owners Corporation will be at that Proprietor's cost.
- 21.6 The maximum number of Security Access Keys (remote transmitter) to give access to the respective level which a Proprietor or Occupier's carpark Lot is located on is one (1) per car space.

## **22. Garbage**

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- 22.1 A Proprietor or Occupier of a Lot must not deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for garbage.

22.2 The Proprietors or Occupiers of Apartment Lots must use the clearly marked garbage chutes for the disposal of only general household waste and small recyclable items.

22.2.1 All general household waste disposed via the garbage chute must be drained and at all times wrapped/secured/tied in small parcels/rubbish bags before being placed in the garbage chute.

22.2.2 All cardboard boxes and packaging must be broken down and flattened and must be taken to the Lower Ground refuse room and placed in the designated recycle bins provided by the Owners Corporation. Dumped cardboard boxes will attract a fine for the identified Proprietor or Occupier.

22.2.3 Oversized waste such as pillows, doonas, blankets, construction/fit out waste, packing and the like from move ins/outs and hard rubbish must not be disposed of in the garbage chute or on any area of Common Property. Costs of removing blockages caused by disposal of oversized waste in the garbage chute and/or removal of such items from Common Property will be charged to the offending Proprietor or Occupier.

22.2.4 A Proprietor 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.

22.3 The Proprietor or Occupier of a Commercial Lot:

- (a) must bag and secure and deposit all garbage within that Commercial Lot;
- (b) must arrange for removal of all garbage at its own cost unless otherwise approved by the Owners Corporation;
- (c) is only permitted to locate its waste bin/s within the area designated for such use by the Owners Corporation/Manager within the loading bay, only on those days and at those times when that Commercial Lot's waste is due to be collected; and
- (d) must immediately remove its rubbish bin/s from the loading bay after the garbage has been collected; and
- (e) must arrange for and ensure its rubbish bins are washed on a regular basis.
- (f) must ensure that any recyclable waste, without limitation, paper, cardboard and plastic containers as from time to time nominated by the Owners Corporation must be disposed of via the recyclable material chute, or for larger items such as cardboard boxes, must be taken to the Lower Ground refuse room and broken down and placed in the designated recycle bins provided by the Owners Corporation for such waste disposal. Dumped cardboard boxes will attract a fine for the identified Proprietor or Occupier.
- (g) must ensure all other office waste (except for ink and toner cartridges) must be securely wrapped at all times in small parcels and deposited into a receptacle or area on Common property specifically provided for waste disposal;
- (h) must arrange for the appropriate disposal of all used ink/toner cartridges and electrical/electronic equipment;
- (i) must ensure that any oversized waste such as construction/fit out waste, packing and the like from move ins/outs and hard rubbish must not be disposed of in the garbage chute or on any area of Common Property. Costs of removing blockages caused by disposal of oversized waste in the garbage chute and/or removal of such items from Common Property will be charged to the offending Proprietor or Occupier;
- (j) 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.

## 23. Storage of flammable liquids

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- 23.1 A Proprietor or Occupier of a Lot (other than a Commercial Lot) must not except with the written consent of the Manager or Building Manager, use or store on the Lot any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes.
- 23.2 A Proprietor or Occupier of a Commercial Lot must not except with the written consent of the Manager or Building Manager, use or store on the Lot any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used in the ordinary course of its business.
- 23.3 Notwithstanding anything in this Rule, a Proprietor or Occupier of a Commercial Lot which includes a grease waste interceptor room in the basement of the Building and/or a store, must not use or store within their grease waste interceptor room and/or store, any flammable chemical, liquid, gas or other flammable material at all at any time. Such grease waste interceptor room must not at any time be used as a store.
- 23.4 A Proprietor or Occupier of a Commercial Lot must not except with the written consent of the Manager or Building Manager, use or store on the Lot any flammable chemical, liquid, gas or other flammable material on its Lot.
- 23.5 The Manager or Building Manager in consenting to any such storage may limit the quantity permitted to be stored at any one time and from time to time and impose at its absolute discretion terms and conditions for such storage.

## 24. Pets and animals

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- 24.1 A Proprietor or Occupier of a Lot can keep an animal within their lot unless the Member has been given notice by the Owners Corporation to remove and keep removed such animal once the Owners Corporation has resolved that the animal is causing a nuisance.
- 24.2 A Proprietor or Occupier of a Lot must ensure that any animal belonging to the Proprietor or Occupier does not vomit, urinate or defecate on any Common Property and must immediately clean any vomit, urine or faeces and any other mess or untidiness caused by the animal.
- 24.3 A Proprietor or Occupier of a Lot must:
  - (a) obtain written approval from the Owners Corporation prior to have any animals within their lot.
  - (b) comply with the *Domestic Animals Act 1984 (Vic)*.
  - (c) ensure that any animal belonging to the Proprietor or Occupier is restrained and kept on a lead/leash or carried in a cage whilst on the Common Property and must not be located on or over the Common Property for longer than is reasonably necessary;
  - (d) Take all steps necessary to ensure that any animal belonging to them or in his or her control does not cause a nuisance (including bringing that animal indoors to minimise noise).
  - (e) not keep any animal upon the Common Property or balcony/terrace of a Lot after being given notice by the Owners Corporation to remove such animal once the Owners Corporation has resolved that the animal is causing a nuisance.
- 24.4 To minimise animal noise, a Proprietor or Occupier of a Lot must not leave any animal belonging to them or in their control on their Lot's balcony either overnight or whilst the Proprietor or Occupier is away from their Lot.
- 24.5 A Proprietor or Occupier of a Lot must reimburse the Owners Corporation for the cost associated to repair/clean or reinstate the Common Property as a result of any damage, marks, smells or paw prints caused

by any animal belonging to them or in their control. Any such cost is to be paid to the Owners Corporation within 28 days of receiving the respective invoice.

- 24.6 If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to Proprietors/Occupiers of a Lot or to Common Property, it must give reasonable notice of this resolution to the Proprietor or Occupier who is keeping the animal.
- 24.7 A Proprietor or Occupier of a Lot who is keeping an animal that is subject of a notice under Rule 27.6 must remove that animal permanently from their Lot.
- 24.8 Rule 27.6 does not apply to an animal that assists a person with an impairment or disability.
- 24.9 The Proprietor or Occupier of a Commercial Lot must ensure that its customers, staff and visitors comply with this Rule. The Proprietor or Occupier of a Commercial Lot will be responsible for any breach of this Rule by its staff, customers or visitors

## **25. Consent of Owners Corporation**

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- 25.1 A consent given by the Owners Corporation under these Rules must be made in writing. It may be given or revoked and subject to conditions.

## **26. Complaints and applications**

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- 26.1 A Proprietor may make a complaint in respect of the Building, the Manager, the Building Manager or another Proprietor or Occupier of the Building by forwarding correspondence to the Manager.

## **27. Infectious diseases**

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- 27.1 In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot, the Proprietor or Occupier of such Lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto to the Manager and shall pay to the Owners Corporation the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

## **28. Storage of bicycles**

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- 28.1 A Proprietor or Occupier of a Lot may store their bicycle within their own Lot (but not on their Lot's balcony/terrace).
- 28.2 A Proprietor or Occupier of a Lot may store a bicycle on the Bicycle Park. A Proprietor or Occupier stores their bicycle on the Bicycle Park at their own risk.
- 28.3 A Property or Occupier of a Lot must not permit any bicycle to be brought into or onto the main entry foyer or other parts of the Common Property as may be excluded by the Owners Corporation or its Manager from time to time.
- 28.4 A Proprietor or Occupier of a Lot cannot hold the Owners Corporation responsible in the event that their bicycle is stolen or damaged whilst stored on the Common Property of the Building, except to the extent that such loss or damage is caused by the negligence or unlawful act of the Owners Corporation, the Manager or the Building Manager.

## **29. Insurance premiums**

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- 29.1 A Proprietor or Occupier of a Lot must not without the prior written consent of the Owners Corporation do or permit anything to be done (other than normal use of their Lot or use of the Common Property for the use to which it is intended) which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

- 29.2 If the Proprietor or Occupier uses their Lot other than in the manner for which it is intended and as a result causes the insurance premium for the Owners Corporation to be made invalid, suspended, or increase the premium then the Proprietor or Occupier will:
- (a) stop using their Lot for any purpose other than for which it was intended (regardless of whether any approval had been granted by the Owners Corporation);
  - (b) pay any increase to the Owner's Corporation's insurance premium resulting from using their Lot for another purpose.

### **30. Fire control**

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- 30.1 A Proprietor or Occupier of a Lot must not:
- (a) use or interfere with any fire safety equipment except in the case of an emergency;
  - (b) obstruct any fire stairs or fire escape;
  - (c) allow the fire safety equipment (e.g. smoke detectors as installed in respect to their Lot) to become non-operational.
- 30.2 The Proprietor or Occupier of a Lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of their Lot, including but not limited to:
- (a) ensuring that smoke detectors installed in the Lot are properly maintained and tested on a regular basis; and
  - (b) that back up batteries relating to smoke detectors are replaced when required.
- 30.3 To avoid false alarm call outs by the fire brigade, a Proprietor or Occupier of a Lot must not:
- (a) smoke on Common Property, including the corridors, floor landings, foyer, lifts, stairwells and car park or such other parts of the Common Property, as the Owners Corporation or its Manager may designate from time to time;
  - (b) open the entry door to their Lot in non-dangerous instances (such as smoke from burning toast or other food) to eliminate the resulting smoke from their Lot. Only windows should be opened to allow smoke to escape in non-dangerous situations;
  - (c) open the entry door to their Lot whilst having steam cleaning or dry cleaning of their carpet undertaken;
  - (d) utilise fire hoses except in the case of an emergency;
  - (e) leave open the entry door of their Lot whilst having building works undertaken.
- 30.4 For the avoidance of doubt, in cases of negligence resulting in a false alarm call out being made by the fire brigade, the associated cost will be charged to the Proprietor or Occupier identified as being responsible which such amount to be paid within seven (7) days to the Owners Corporation or the relevant fire authority.

### **31. Signs, window coverings and awnings**

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- 31.1 A Proprietor or Occupier of a Lot must not erect or fix any sign or notice for whatever purpose to any part of the Lot where it can be seen from any external position.
- 31.2 A Proprietor or Occupier may only install or permit the installation of window coverings that have been specified or approved by the Owners Corporation in its absolute discretion.

- 31.3 A Proprietor or Occupier of a Lot must not allow the erection of any "for sale" or "for lease" or similar boards on the Common Property or their Lot.
- 31.4 Notwithstanding anything else contained herein, a Proprietor or Occupier of a Lot must not install or permit the installation of venetians or vertical blinds to any part of the Lot.
- 31.5 Notwithstanding anything else contained herein, a Proprietor or Occupier of a Lot must not attach/affix/install or permit to attach, affix or install any type of window furnishing to any mullion, facade, spandrel, window frames on the Lot.
- 31.6 Without limiting the generality of the foregoing, the backing colour of any blinds, shades, awnings, window ventilators and other decorative fittings and fixtures visible from outside the Lot must be charcoal and no other colour whatsoever.
- 31.7 The Owners Corporation approved colour scheme, style.

## **32. Window tinting**

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- 32.1 A Proprietor or Occupier of a Lot must not allow any glazed portions of the Lot to be tinted or otherwise treated to change the visual characteristics of the original glazing.

## **33. No painting, finishing, etc of external façade or Common Property**

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- 33.1 A Proprietor or Occupier of a Lot must not paint, finish or otherwise alter or interfere with the external façade or improvement forming part of the Common Property or the external faces of their Lot.

## **34. Appearance of a Lot**

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- 34.1 A Proprietor or Occupier of a Lot must not hang or permit to be hung any clothes or other articles on any balcony/ rail/terrace or window on their Lot and/or on any landing, stairway or any other part of the Common Property.
- 34.2 A Proprietor or Occupier of a Lot may not without prior written consent of the Owners Corporation maintain within the Lot anything visible from outside of the Lot, that when viewed from outside the Lot is not in keeping with the rest of the Building.
- 34.3 Subject to Rule 37.13, a Proprietor or Occupier of a Lot must not construct or erect any shed, enclosure or structure of any nature or description, including clothes lines on a balcony or terrace of their Lot.
- 34.4 A Proprietor or Occupier of a Lot must not allow any balcony or terrace which forms part of any Lot to become unkempt or unsightly and that when watering or cleaning to ensure minimal disturbance to Proprietors and Occupiers of other Lots.
- 34.5 Without the prior written consent of the Manager, a Proprietor or Occupier of a Lot must not allow any items to be bolted down on the balcony/terrace floor area of their Lot.
- 34.6 A Proprietor or Occupier of a Lot must not install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation.
- 34.7 A Proprietor or Occupier of a Lot must ensure that all items on the balcony or terraces are always stored safely and securely and during periods of high winds, all items likely to be lifted by the wind are removed from the balcony or terraces so as to minimise the risk of injury to people and damage to property.
- 34.8 A Proprietor or Occupier must not operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any appliance lawfully in use on the Common Property, another Lot or another part of the Building.

- 34.9 A Proprietor or Occupier must not attach to or hang from the exterior of the Lot any aerial or any security device or wires.
- 34.10 A Proprietor or Occupier must not install or operate or permit to be installed or operated any intruder alarm which emits an audible signal.
- 34.11 A Proprietor or Occupier must not install any external wireless television aerial, sky dish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building.
- 34.12 A Proprietor or Occupier must not allow any glass walls or windows to be dirty or unclean which is visible from outside the Lot.
- 34.13 A Proprietor or Occupier of a Lot must not install covering to or cover up any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with fire regulations (including being fire retardant) and be of a colour or material approved by the Owners Corporation and subject to any other conditions set by the Owners Corporation.
- 34.14 Notwithstanding anything else contained in this Rule 37, a Proprietor and Occupier acknowledges and agrees that it will promptly take all reasonable actions to comply with a direction from the Manager or Building Manager in relation to the appearance of the Lot.
- 34.15 A Proprietor or Occupier of a Lot must not place anything, including decorative items or stack store items or furniture higher than 500 mm below any fire sprinkler or within 500 mm from a fire sprinkler in any direction so as not to hinder its operation or the efficacy of its operation.
- 34.16 A Proprietor or Occupier of a Lot must not install any bamboo screening that can be viewed from the exterior of the Building.

### **35. Mail**

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- 35.1 A Proprietor or Occupier of a Lot must ensure that it keeps clear on each and every day its mail receiving box of all mail, leaflets, circulars, pamphlets, newspaper, advertising materials or other objects and must arrange for all such required clearance by other persons should a Proprietor or Occupier of a Lot be absent for any reason for any period of more than 2 days. This requirement may be temporarily waived upon request made to the Manager in writing not less than seven (7) days prior to the date or dates for which such waiver is required.

### **36. Compliance with rules by invitees**

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- 36.1 A Proprietor or Occupier of a Lot must take all reasonable steps to ensure the invitees of the Proprietor or Occupier comply with these Rules.
- 36.2 A Proprietor of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the Lot and any invitees of that lessee or licensee comply with these Rules.

### **37. Building works**

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- 37.1 A Proprietor or Occupier of a Lot must not undertake any building works within or about or relating to a Lot except in accordance with the following requirements:
- (a) The Proprietor or Occupier of a Lot must enter into a 'Building Works Agreement' with the Owners Corporation which details the conditions to apply with respect to the works to be undertaken, including:
    - (i) adherence to these Rules;

- (ii) carrying out a dilapidation survey (which may involve inspection of the area prior to commencement and also at completion of works);
  - (iii) accepted hours for works to be undertaken;
  - (iv) working access and also materials access;
  - (v) use of lifts;
  - (vi) indemnifying the Owners Corporation against damage, possible claims which may arise as a result of the works undertaken (except to the extent that such damage or claims are caused by the Owners Corporation or the Manager); and
  - (vii) payment of a reasonable bond as security.
- (b) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies given to the Manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
- (c) the Proprietor or Occupier of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Proprietors and Occupiers.

37.2 The Proprietor or Occupier of a Lot must not proceed with any such works until the Proprietor or Occupier:

- (a) submits to the Owners Corporation plans and specifications of all works proposed by the Proprietor or Occupier, regardless of whether the proposed works affect the external appearance of the Building or any of the Common Property or affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
- (b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request, and as shall be reasonable to enable the Owners Corporation and its consultants to be reasonably satisfied that those proposed works accord with the requirements of Rule 37.2 (a), do not endanger the Building and are compatible with the overall services to the Building and the individual floors;
- (c) receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building practitioner and/or consultants engaged by the Owners Corporation to consider and advise the Owners Corporation of such plans and specifications) be paid by the Proprietor and such approval will not be effective until such costs have been paid.

37.3 The Proprietor or Occupier of a Lot must ensure that the Proprietor or Occupier of a Lot and the Proprietor's or Occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation or Manager or Building Manager concerning the method of building operations, means of access, use of the Common Property, on-site management and building protection and hours of work (and the main entrance and/or lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.

37.4 Without limiting the generality of Rule 37.3, the Proprietor or Occupier of a Lot must ensure that the Proprietor or Occupier of a Lot and the Proprietor's or Occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

- (a) building materials must not be stacked or stored on Common Property without the prior written consent of the Manager.



- (b) scaffolding must not be erected on the Common Property or the exterior of the Building without the prior written consent of the Owners Corporation;
- (c) construction work must comply with all laws of the relevant Government Agencies;
- (d) the exterior and the Common Property of the Building must at all times be maintained in a clean tidy and safe state; and
- (e) without the prior consent of the Owners Corporation, construction vehicles and construction workers' vehicles must not be brought into, or parked in, the Common Property.

37.5 Before any of the Proprietor's or Occupier's works commence the Proprietor or Occupier must:

- (a) cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the Owners Corporation;
- (b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation;
- (c) pays such reasonable costs as per Rule 37.2 (c) to the Owners Corporation; and
- (d) sign a form of indemnity in a form reasonably required by the Owners Corporation to indemnify the Owners Corporation against any damage which may be sustained to the Common Property or any injury which may occur to any person as a result of works being undertaken, except to the extent such damage or loss is sustained as a result of the negligence or unlawful act of the Owners Corporation, the Manager or the Building Manager.

37.6 The Proprietor or Occupier must ensure that they do not access other Lots on the Plan or the Common Property for the installation and maintenance of services and associated building works without the consent or licence of the Proprietor or Occupier of the relevant Lot or of the Owners Corporation in the case of the Common Property.

37.7 The Proprietor or Occupier of a Lot must promptly make good all damage to, and dirtying of, the Building, the Common Property, the services thereof or any fixtures fittings and finishes which are caused by such works. If the Proprietor or Occupier fails to promptly make good such damage after being given notice to do so, the Owners Corporation may make good the damage and clean the Common Property, and in that event the Proprietor or Occupier must pay the Owners Corporation's costs incurred in making good the damage or cleaning the Common Property.

37.8 A Proprietor or Occupier of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the Lot or floor space noise or odour likely to disturb the peaceful enjoyment of a Proprietor or Occupier of another Lot.

## **38. Compliance with laws**

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- 38.1 A Proprietor or Occupier of a Lot must at the Proprietor's or Occupier's expense promptly comply with all laws relating to the Lot including, without limitation, any requirement, notice or order of any governmental authority.
- 38.2 A Proprietor or Occupier of a Lot must not use the Lot for any purpose that may be illegal or injurious to the reputation of the Building or which may cause a nuisance or hazard to any other Proprietor, Occupier of a Lot or their agents or invitees.

## **39. Conduct of meeting**

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- 39.1 The conduct of meetings of the Owners Corporation must be regulated in accordance with the Act and the *Owners Corporations Regulations 2007*.

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**40. Recovery of Owners Corporation contribution fees/legal costs**

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- 40.1 The Proprietor must pay within 14 days after demand by the Owners Corporation all reasonable and proper legal costs which the Owners Corporation pays, incurs or expends in consequence of any default by the Proprietor in the performance or observance of any term, covenant or condition contained in these Rules including but not limited to recovery of Owners Corporation contribution fees.

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**41. Penalty interest**

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- 41.1 The Proprietor or Occupier must pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983 (Vic)* on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.
- 41.2 Any payments made for the purposes of these Rules, Act or Regulations will be appropriated first in payment to any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

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**42. Use of appurtenances/apparatus**

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- 42.1 A Proprietor or Occupier of a Lot must not:
- (a) use any toilets, pipes and drains, for any other purpose other than those which they were constructed;
  - (b) sweep or dispose of rubbish or other unsuitable substances into them.
- 42.2 Any costs or expenses resulting from any damage or blockage caused by a breach of this Rule must be borne by the Proprietor or Occupier found to be responsible for the damage or blockage. If the Occupier responsible for the breach of this rule does not pay the resulting costs or expenses, then the Proprietor will be held responsible for payment.

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**43. No trade or business**

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- 43.1 The Proprietor or Occupier of a Lot (other than a Commercial Lot) must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so.
- 43.2 The Proprietor or Occupier of a Commercial Lot may carry on a trade or business from the relevant Commercial Lot, provided:
- (a) the planning scheme governing the use of that Commercial Lot permits that trade or business to be carried on from that Commercial Lot;
  - (b) any requirements in respect of the trade or business stipulated by any Government Agency from time to time are complied with; and
  - (c) the trade or business can be carried on and is carried on without causing undue nuisance to the Proprietors and Occupiers of other Lots and is otherwise in accordance with these Rules.
- 43.3 The Proprietor or Occupier of a Commercial Lot can have a liquor licence.

For the avoidance of doubt, the term 'trade or business' shall include, but not be limited to, short term rentals arranged through "Airbnb", "Stayz" or similar sites.

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**44. Private barbeques**

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- 44.1 A Proprietor or Occupier of an Apartment Lot must consider smells permeating through the Building and exercise courtesy to their neighbours when using a barbeque on their Lot balcony/terrace.

#### **45. Signage licence**

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- 45.1 A Proprietor or Occupier of a Commercial Lot may erect or fix a sign or notice to the Commercial Lot which is associated with the business carried out from that particular Commercial Lot provided the Proprietor or Occupier has obtained:
- (a) the necessary authority consents;
  - (b) the written consent of the base building architect, such consent not to be unreasonably withheld;
  - (c) the written consent of the Owners Corporation, such consent not to be unreasonably withheld; and
  - (d) compliance with the signage guidelines

#### **46. Wind**

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- 46.1 A Proprietor or Occupier of an Apartment Lot must ensure that prior to departing their Apartment Lot and for so long as their Apartment Lot is not occupied by a responsible adult that all doors (including doors to balconies/terraces) and windows are tightly closed, to minimise the likelihood of risk and damage to surrounding people or property. During periods of high winds, all loose items are also to be removed from those balconies/terraces.
- 46.2 During periods of high winds, a Proprietor or Occupier of an Apartment Lot must ensure that all doors and windows are tightly closed, including balcony doors to minimise the likelihood of risk and damage to property or the Building or injury to persons.

#### **47. Breach of these Rules**

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- 47.1 Notwithstanding anything else contained herein, if the Proprietor or Occupier breaches any of the Rules contained herein, it acknowledges and agrees that it will:
- (a) do all things; or
  - (b) cease doing such things; or
  - (c) comply with such reasonable requests made by the Manager or Building Manager, to remedy such breach without delay.
- 47.2 Where the Proprietor or Occupier breaches a Rule which results in damage, fees or any costs of associated costs to the Owners Corporation, then the Proprietor or Occupier acknowledges and agrees that it will be responsible for the cost of repairing or rectifying such breach (where appropriate) as soon as possible after it receives notification from the Manager or the Building Manager.
- 47.3 If the Proprietor or Occupier does not comply with its obligations pursuant to Rule 50.1 and 50.2 within a reasonable period, the Owners Corporation may do all such things necessary to rectify the breach and the Proprietor or the Occupier must pay the Owners Corporation its costs of attending to same within 14 days of receiving an invoice for such works or actions.
- 47.4 Where damages are insufficient or an inappropriate remedy for a breach of these Rules by the Proprietor or the Occupier, then the Proprietor or Occupier acknowledges and agrees that the Owners Corporation or the Manager or Building Manager acting on its behalf shall be entitled to apply to any court of competent jurisdiction for an injunction to prevent any breach or threatened breach of these Rules.

#### **48. Health, Safety and Security**

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- 48.1 A Proprietor or Occupier of a Lot must not use the Lot, or permit it to be used, so as to cause hazard to the health, safety and security of a Proprietor, Occupier, or user of another Lot.

#### 49. Selling or Leasing Activities

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- 49.1 A Proprietor or Occupier of a Lot must ensure that any selling or leasing agent of the Proprietor's Lot does not place any exhibit or advertising sign or board:
- (a) at the entry way to the Lot;
  - (b) in the Building;
  - (c) in or on the Common Property; or
  - (d) in front or at the back of the Building
- without the prior written consent of the Manager (which consent may be withheld by the Manager in its absolute discretion).
- 49.2 A Proprietor or Occupier of a Commercial Lot must obtain the consent of the Owners Corporation (which consent may be provided in its absolute discretion) for sales agents and potential tenants and/or purchasers of the lots to access the Lots.
- 49.3 A Proprietor or Occupier of a Commercial Lot must adhere to the Signage Guidelines.
- 50.1 The grievance procedure set out in this Rule applies to disputes involving a Proprietor, Manager, Occupier or the Owners Corporation.
- 50.2 If there is a grievance committee of the Owners Corporation, it must be notified of the dispute in writing by the complainant.
- 50.3 If there is no grievance committee, the Owners Corporation must be notified in writing of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- 50.4 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.
- 50.5 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 50.6 If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act.
- 50.7 This process is separate from and does not limit any further action under Part 10 of the Act.

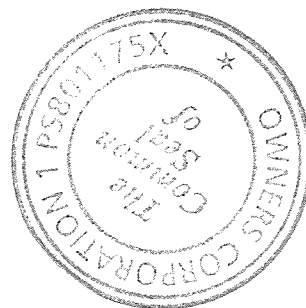


**Sherry Li**

**Director**

**Melbourne Owners Corporation Services**

**12/08/2020**



## Balance Sheet

### As at 07/10/2020

OC1 PS801175X

Vivant Carnegie, 1170 Dandenong Road, Carnegie  
 VIC 3163

|                                    | Current period     |
|------------------------------------|--------------------|
| <b>Owners' funds</b>               |                    |
| <b>Administrative Fund</b>         |                    |
| Operating Surplus/Deficit--Admin   | 19,633.53          |
|                                    | 19,633.53          |
| <b>Maintenance Fund</b>            |                    |
| Operating Surplus/Deficit--Sinking | 0.00               |
|                                    | 0.00               |
| <b>Net owners' funds</b>           | <b>\$19,633.53</b> |
| <b>Represented by:</b>             |                    |
| <b>Assets</b>                      |                    |
| <b>Administrative Fund</b>         |                    |
| Cash at Bank--Admin                | 11,538.99          |
| Receivable--Levies--Admin          | 8,569.60           |
| Receivable--Owners--Admin          | 116.00             |
|                                    | 20,224.59          |
| <b>Maintenance Fund</b>            |                    |
|                                    | 0.00               |
| <i>Total assets</i>                | 20,224.59          |
| <b>Less liabilities</b>            |                    |
| <b>Administrative Fund</b>         |                    |
| Creditors--Other--Admin            | 591.06             |
|                                    | 591.06             |
| <b>Maintenance Fund</b>            |                    |
|                                    | 0.00               |
| <i>Total liabilities</i>           | 591.06             |
| <b>Net assets</b>                  | <b>\$19,633.53</b> |

Project: **Construction of residential apartment building with basement carpark 1170 Dandenong Road Carnegie-5**Job No: **20151566**Stage (if applicable): **5**

Suite 109, 964 Mount Alexander Road ESSENDON

**FORM 2**  
Regulation 37(1)  
**Building Act 1993**  
Building Regulations 2018

## BUILDING PERMIT BS-U 14142/20160551/5 ISSUED 2019-04-09

**Issued to**

\*Owner/\*Agent of owner **STEMCON PTY LTD**  
Postal address **240-246 Old Dandenong Road HEATHERTON VIC 3202**

Address for serving or giving of documents:

**240-246 Old Dandenong Road HEATHERTON VIC 3202**

Contact person **James Anasta** Phone **03 9551 1921** Email **james.a@stemcon.com.au**

**Ownership details**

Owner **HEINER PROPERTY DEVELOPMENT**  
Postal address **92 Somers Street BURWOOD VIC 3125**  
Contact person **Kevin Liu** Mob **0432 926 963** Email **Kevin.1170carnegie@gmail.com**

**Property details**

Number **1170** Street/road **Dandenong Road** City/suburb/town **CARNEGIE** Postcode **3163**  
Lot/s **6 LP/PS 006937** Volume **04240** Folio **984**  
Crown allotment Section Parish County  
Municipal district **Glen Eira, City of**

**Builder**

Name **STEMCON PTY LTD**  
Address **240-242 Old Dandenong Road HEATHERTON VIC 3202**  
Contact person **James Anasya** Phone **03 9551 1921** Email **james.a@stemcon.com.au**

**Details of building practitioners and architects**

(a) to be engaged in the building work

| <u>Name</u>                 | <u>Category/Class</u>   | <u>Registration No</u> |
|-----------------------------|-------------------------|------------------------|
| <b>Stelios Sfendourakis</b> | <b>Domestic Builder</b> | <b>DB-U 31586</b>      |

(b) who were engaged to prepare documents forming part of the application for this permit

| <u>Name</u>                    | <u>Category/Class</u>      | <u>Registration No</u> |
|--------------------------------|----------------------------|------------------------|
| <b>Ewert Leaf Pty Ltd</b>      | <b>Architect</b>           | <b>51212</b>           |
| <b>Andrew Charalambous</b>     | <b>Engineer Civil</b>      | <b>EC 1311</b>         |
| <b>Michael Tsorlinis</b>       | <b>Engineer Civil</b>      | <b>EC 32654</b>        |
| <b>Francis Stuart Albrecht</b> | <b>Engineer Civil</b>      | <b>EC 1914</b>         |
| <b>Nabil Mitry</b>             | <b>Engineer Civil</b>      | <b>EC 36970</b>        |
| <b>Michael Di Paola</b>        | <b>Engineer Civil</b>      | <b>EC 2052</b>         |
| <b>Ale Hasan Rizvi</b>         | <b>Engineer Electrical</b> | <b>EE 38210</b>        |
| <b>Venkamgouda Patil</b>       | <b>Engineer Mechanical</b> | <b>EM 27293</b>        |
| <b>Kieran Doherty</b>          | <b>Engineer Fire</b>       | <b>EF 32715</b>        |

**\*Details of domestic building work insurance**

The issuer or provider of the required insurance policy is **Victorian Managed Insurance Authority**  
policy no: **C360437 TO C360462** issued: **2018-05-24**

**\*Details of relevant planning permit**

Planning permit No. **GE/PP-27045/2014** Date of grant of planning permit **2015-04-30**

**Nature of building work****Construction of residential apartment building with basement carpark**

|                                                   |                                         |
|---------------------------------------------------|-----------------------------------------|
| *Storeys contained:                               | <b>4</b>                                |
| *Rise in storeys (for Class 2 – 9 buildings only) | <b>3</b>                                |
| *Effective height                                 | <b>6.1m</b>                             |
| *Type of construction                             | <b>A</b>                                |
| Version of BCA applicable to permit               | <b>2016</b>                             |
| Stage of building work permitted                  | <b>Stage 5: final of building works</b> |
| Cost of building work                             | <b>\$4,925,020.00</b>                   |
| Total floor area of new building work             | <b>3171 m<sup>2</sup></b>               |

**Building classification**

Part of building  
**New Building**  
**New Building**  
**Demolition**  
**Demolition**

BCA Classification  
**2 - A building containing separate sole-occupancy units**  
**7a - Carpark**  
**10b - Fence, mast, wall, swimming pool etc**  
**1ai detached dwelling**

**\*Performance Solution**

A Performance Solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

| <u>Relevant performance requirement</u>                                                | <u>Details of performance solution</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CP2</b><br><b>DP4</b><br><b>DP4,</b><br><b>EP2.2</b><br><b>DP4,</b><br><b>EP2.2</b> | <b>Fire Engineering Report by Dobbs Doherty Pty Ltd, Project Number: 15664, date 26/10/2016, rev 1 for:</b><br><b>1. To assess unprotected openings in external walls within 3m of a fire source feature being the property boundary.</b><br><b>2. To assess a single exit from Basement Level.</b><br><b>3. To assess travel distances to be exceeded as follows: Basement Floor – 40m (33m to the smokeproof lobby) in lieu of 20m to the single exit from the most remote point.</b><br><b>4. To assess travel distances to be exceeded at Residential Level(s) as follows:</b> <ul style="list-style-type: none"> <li><b>• Ground Floor – 34m in lieu of 20m to the single exit from the most remote apartment entry door.</b></li> <li><b>• First Floor – 28m in lieu of 12m to the single exit from the most remote apartment entry door.</b></li> <li><b>• Second Floor – 24m in lieu of 12m to the single exit from the most remote apartment entry door.</b></li> </ul> |

**\*Prescribed reporting authorities**

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

| <u>Reporting authority</u>    | <u>Matter reported on or consented to</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <u>Regulation No.</u>    |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>Glen Eira City Council</b> | <b>Demolition Consent</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Section 29</b>        |
| <b>Glen Eira City Council</b> | <b>Point of discharge of stormwater</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Regulation 133(2)</b> |
| <b>MFB</b>                    | <b>REPORT OF THE CHIEF OFFICER Date: 15 March 2019,MFB</b><br><b>Report No: 1900291</b> <ul style="list-style-type: none"> <li><b>• To permit installation of magnetic flow meter</b></li> <li><b>• To permit booster assembly to be located within 10m of the building without compliant shield wall with a FRL 90/90/90.</b></li> <li><b>• To permit booster assembly to not be located within sight of the main entry of the building.</b></li> <li><b>• To permit sprinkler control valves to be located without direct access from road or open space</b></li> <li><b>• To permit location of fire pumps in the basement without direct access from a fire isolated passage or fire stair which leads to a road or open space.</b></li> <li><b>• To permit shortfall in hydrant coverage to apartments</b></li> </ul> | <b>Regulation 129</b>    |

**\*Combined allotment statement**

A determination has been made under regulation 64(1) in relation to the building work that is the subject of this permit.

**Protection Work**

Protection work is Required in relation to the building work proposed in this permit.

**Inspection requirements**

The mandatory notification stages are—  
 Prior to covering fire and/or smoke rated construction elements  
 Final upon completion of all building work

**Occupation or use of building**

An Occupancy permit is required prior to the occupation or use of this building

If an occupancy permit is required, the permit is required for the whole of the building in respect of which the building work is carried out.

**Commencement and completion**

This building work must commence by **2020-04-09**

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by **2022-04-09**

If the building work to which this building permit applies is not completed by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

**\*Conditions**

This permit is subject to the following conditions—

1. **It is the responsibility of the applicant to ensure that all conditions of Planning permit prior commencement any work must be satisfied.**
2. **This permit is to be read in conjunction with provisions of Fire Engineering Report by Dobbs Doherty Pty Ltd, Project Number: 15664, date 26/10/2016, rev 1.**  
**Below further requirements need be addressed during construction:**
  - **An Automatic Fire Sprinkler System will be provided throughout in accordance with AS2118.1 with fast response sprinkler heads throughout ( $RTI \leq 50(m.s)^{1/2}$ ).**
  - **The design of the sprinkler system within the basement car park will also comply with MFB Guideline GL-32.**
  - **A smoke detection and alarm system in accordance with AS1670.1 will be provided in public corridors and other internal public spaces in addition to sprinklers, complying with the requirements of BCA Spec E2.2a Clause 4.**
  - **Smoke detectors / alarms need not be provided in sprinklered areas in the carpark or other areas likely to result in spurious alarms.**
  - **A building occupant warning system will be provided in accordance with BCA Spec E2.2a Clause 6. The system is to include:**
    - **Speakers throughout (not sounders)**
    - **Pre-recorded voice messages**
    - **Microphone for building wide public address**
    - **Additional speakers to be provided inside apartments designed to arouse sleeping occupants in accordance with AS 1670.1 Clause 3.22(b).**
    - **Speakers within SOU's to be installed on separate evacuation zone to the speakers within the common areas/corridor.**
  - **Openings in external walls within 3m of adjacent property boundaries will be protected in accordance with Table 14.**
  - **The Basement car park and storage space will be provided with one exit.**
  - **The Basement car park will be fire separated (90/90/90) from the stair (Refer Figure 19 of FER.). The doors provided within the fire separated walls will be self-closing fire doors with an FRL of -/60/30 and will be provided with medium temperature smoke seals meeting the smoke leakage rates specified in AS6905 Pt. 2.4 parts (a) & (b).**
  - **Smoke-proof lobbies will also be provided outside of the fire separated exit stair with two access doorways available into the stair (Refer Figure 19). The doors into the smoke-proof lobby will be self-closing smoke doors fitted with medium temperature smoke seals meeting the smoke leakage rates specified in AS6905 Pt. 2.4 parts (a) & (b).**
  - **The main tilt-panel garage door will be interfaced with the sprinkler system and will be configured to open upon detection of fire.**
  - **Apartment entry doors will be fitted with medium temperature smoke seals meeting the smoke leakage rates specified in AS6905 Pt. 2.4 parts (a) & (b).**
  - **The lobby space around the stair on residential levels will be smoke separated from the adjoining public corridors and apartments however will include the lift, the entry to the stair and service cupboards. The location of the smoke separation is indicated in Figure 29 to Figure 31 of FER.**
3. **CHIEF OFFICERS RECOMMENDATIONS UNDER REGULATION 129(1):**
  - **Any Valve Monitor Alarms for this project are to be provided with a dedicated ASE input as per AS1670.1-2015 Clause 3.21. They are not to be combined with other ASE inputs.**
  - **A row of sprinkler heads is to be installed internally at 500mm to any construction that does not meet the required FRL's (90/90/90) within 10m horizontally of the booster assembly and 3m vertically from the uppermost hose connection. The sprinkler heads are to be installed to the sprinkler standard that is relevant to the building.**



- The installation of signage at the FIP and applicable Fire Hydrants indicating that “2x30M LENGTHS OF HOSE WILL BE REQUIRED TO ACHIEVE FULL COVERAGE” The sign is to comply with Signage requirements found in the ‘Appendix’ section of this report.
- The installation of clear way-finding signage, which directs fire brigade personnel from the FIP to the location of the Fire Pump Room and Sprinkler Control Valves. The sign is to comply with the signage requirements found in the ‘Appendix’ section of this report. A permanent clear large scale plan is to be installed at the FIP. This plan is to clearly show the location of the Fire Pump Room and Sprinkler Control Valves, and best access routes.
- The externally mounted water motor alarm is to be installed as near as practicable to the alarm valves at the nearest entrance that provides access to the alarm valves. If unsure of location seek advice from the Chief Officer.
- The Mag-Flow Meter or like is to be installed to the requirements of MFB Guideline Number 28 (GL-28).
- Any internal linings, attachments and the like must -
  - i. Comply with Clause C1.10 of the Building Code of Australia. The MFB preference is for all wall and ceiling linings to be tested in accordance with AS ISO 9705 – Fire Tests – Full scale room test for surface products [Spec C1.10 4(a) (i)]. Note, however, that the MFB will accept a prediction of group number in accordance with BCA Specification C1.10 Clause 4(a)(ii) for materials and assemblies that have been validated for the use of empirical correlations in Clause 3.4(B) of AS3837-1998 As Amended; and
  - ii. Not constitute an overhead firefighting hazard; and
  - iii. Be fixed and installed in direct accordance with the manufacturers’ recommendations and, approved samples and be accompanied by a written undertaking from the installer confirming this requirement.
- An Automatic Fire Sprinkler System should be provided to the proposed A.V.P.S. as per MFB Guideline 32. The Chief Officer is of the opinion that without the inclusion of this system then a satisfactory level of fire safety is not achieved in the building.

Objectives from both MFB GL-32 “Buildings Incorporating Automated Vehicle Parking Systems” and the “Occupational Health and Safety Act 2004” are summarised as follows:

- E1.10 Provision of special hazards Due to the nature of stored vehicles (type of fuel tanks, plastics, etc.) in this parking arrangement, it would be considered a special hazard and therefore, additional provisions should be made for fire fighting purposes.
- Car stackers:  
The increased fuel load due to the vertical configuration of the stacked vehicles, rather than traditional horizontal car spaces, generates a larger heat release rate and promotes untenable conditions in a shorter period of time.  
The limited structural integrity afforded by the multi-stacked devices under fire conditions could cause structural failure and possibly promote further fire spread due to falling vehicles.  
The limited structural integrity afforded by the multi-stacked devices under fire conditions could cause structural failure and possibly result in injury to responding fire brigade personnel.

4. The certificates or statements which are required prior to the Issue of the Occupancy Permit/Certificate of Final Inspection are:
  - Application Form for Occupancy Permit
  - Statement from the Builder responsible for listing all compliant external claddings/ internal linings AND provide all certificates of accreditation/ certificates of conformity/fire test results have been installed in accordance with the manufacturers specifications.
  - Statement or certificate from contractor responsible for the installation of car stacker system has been installed in accordance with AS 5124-2017.
  - Statement or certificate from the Mechanical Services Engineer or contractor stating that the mechanical systems (including ventilation, smoke exhaust, pressurisation and the like) have been installed and commissioned to AS1668.1 & AS1668.2 and smoke vents to AS2665.
  - Plumbing Compliance Certificate.
  - Statement or certificate from the Civil Engineer or contractor confirming that the installation, operation and discharge of the storm water system is in accordance with the building approval drawings.
  - Certificate from registered tester for sprinkler system in accordance with Appendix C of AS 2118.1 and a separate statement or certificate for the occupant warning system (if not covered by the sprinkler certification).
  - Report from fire services tester on the fire hydrants and hose reels, including the results of pressure and flow tests.
  - Regulation 1003 Completion Certificate from MFB/CFA.
  - A certificate of completion and fire alarm connection notice from the relevant Fire Services Authority.
  - Certificate from registered tester for smoke detection system, stating compliance with AS1670.1 has been achieved.

- Statement or certificate of compliance from the smoke alarms installer confirming the installation is in accordance with AS3786 and hard wire connected to the consumer mains power.
- Statement or certificate from the Electrician that all new emergency lighting and exit signage is in accordance with AS2293.1.
- A satisfactory inspection report from the relevant electricity authority for the installation of high voltage supply and equipment.
- Statement or certificate from the Electrical Contractor stating that the electrical installation is installed in accordance with AS3000, (or an Electrical Compliance Certificate).
- Statement or certificate from the Contractor responsible for the installation of fire rated dry walls confirming the installation is in accordance with manufacturer's specification, nominating the wall systems used and fire rating achieved.
- Statement or certificate from contractor responsible for the installation of the smoke proof construction confirming that the wall extends to the underside of the roof covering, floor slab over or fire proof ceiling, that any penetrations have been appropriately smoke sealed and smoke doors have been fitted with smoke seals in accordance with manufacturers specifications and BCA Clause C3.4.
- A certificate from the installer of all fire (or smoke) rated doors, windows, curtains, shutters and fire rated access panels installed in the building, scheduling their locations, relevant test report numbers and confirming installations are in accordance with AS1530.4 and AS1905.1.
- Certificate of installation to be provided by the installer of the termite management system, used to protect against termites in accordance with Appendix A of AS 3660.1.
- Lift landing door certificate specifying the doors are as per the fire rated tested prototype in accordance with AS1530.4 and AS1735.11.
- A contractor's certificate for lifts and escalators confirming they have been installed in accordance with the specifications and AS1735 and approved by the Occupational Health and Safety Authority.
- Letter of Compliance listing all inspections dates and components inspected from a registered Structural Engineer stating that all structural components of the building, including structural steelwork, reinforced concrete and load bearing block work have been supervised and installed in accordance with the relevant Australian Design Codes and plans and specifications ( If not undertaken by RBS).
- Statement or certificate from the Structural Engineer or contractor stating that all handrails, balustrades and fixings have been designed and installed to resist loads to AS1170.1.
- Statement or certificate from the Contractor stating that the application of waterproofing to wet areas has been installed in accordance with AS3740.
- Statement or certificate from window manufacturer that external glazed assemblies have been installed and comply with AS2047 (these include sliding doors with frame, adjustable louvres, shop fronts not including door, and window walls with one piece framing).
- Statement or certificate from Glazier that all glazed assemblies have been installed in accordance with AS1288 (this includes all internal glazing, French doors, hinged doors, bifold doors, revolving doors, fixed louvres, skylights or other windows in the horizontal plane, shop front doors, windows constructed on site, second hand or heritage windows).
- Statement or certificate from the contractor responsible for the construction of walls and floor between residential units confirming that the construction meets the Sound Transmission ( $R_w$ ) ratings of the BCA Part F5.
- A statement from the Builder confirming that the construction complies with all recommendations outlined in the Energy Rating Report
- Manufacturers details of the roof and floor trusses (i.e. computations and layout diagrams) are to be submitted and approved by the relevant Building Surveyor.
- Pile Test/compaction Test certificates & letter from Engineer verifying that loading requirements have been achieved.

#### Relevant building surveyor

Name **DINO MOLINARO**  
 Address **Suite 109, 964 Mount Alexander Road ESSENDON**  
 Registration No. **BS-U 14142**  
 Company name **Acme Building Consultants Pty Ltd**  
 Permit No. **BS-U 14142/20160551/5**  
 Permit issue Date **2019-04-09**

Signature \_\_\_\_\_

DocuSigned by:



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**Notes for booking of mandatory inspections:**

Please ensure that at least **24 hours notice** is given prior to the booking of any inspections.

Inspections must be booked through the office administration staff on 03 9331 4700 between the hours of 8.30am and 4.00pm Monday to Friday.

Although every effort is made to report inspection results on the same day as they are booked, some results may not become available until the following business day.

## SCHEDULE OF ESSENTIAL SAFETY MEASURES BUILDING FIRE INTEGRITY

| Essential safety measure                                                                                                                                                                | BCA provisions for determining standard of performance            | Nature and or frequency of test or inspection                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Building elements required to satisfy prescribed fire resistance levels                                                                                                                 | Section C, D1.12                                                  | Annual Inspection for damage, deterioration, or unauthorised alteration                                                        |
| Materials and assemblies required to satisfy prescribed fire hazard properties                                                                                                          | C1.10                                                             | Annual Inspection for damage, deterioration, or unauthorised alteration                                                        |
| Elements required to be noncombustible, provide fire protection, compartmentation or separation                                                                                         | C2.5 to C2.14, C3.3, C3.11, D1.7 - D1.8, E1.3                     | Annual Inspection for damage, deterioration, or unauthorised alteration                                                        |
| Fire doors (including sliding fire doors and their associated warning systems) and associated self-closing, automatic closing and latching mechanisms                                   | C2.12 to C2.13, C3.4 to C3.8, C3.10 to C3.11, D1.7 to D1.8, D1.12 | Every three months as per AS1851 - 2005 Section 17 check operation of handles, closers and electronic strikes                  |
| Fire windows (including windows that are automatic or permanently fixed in the closed position)                                                                                         | C3.4, C3.8, C3.11, D1.7 to D1.8                                   | Every six months as per AS1851 - 2005 Section 17 for damage, deterioration, or unauthorised alteration, BCA (refer appendix E) |
| Solid core doors and associated self closing, automatic closing and latching mechanisms                                                                                                 | C3.11                                                             | Annual Inspection for damage, deterioration, and check operation of closers, handles and electronic strikes.                   |
| Fire-protection at service penetrations through elements required to be fire-resisting with respect to integrity or insulation, or to have a resistance to the incipient spread of fire | C3.12, C3.13, C3.15                                               | Every six months as per AS1851 - 2005 Inspection for damage, deterioration, or unauthorised alteration                         |
| Fire protection associated with construction joints, spaces and the like in and between building elements required to be fire-resisting with respect to integrity and insulation        | C3.16                                                             | Every six months as per AS1851 - 2005 Inspection for damage, deterioration, or unauthorised alteration                         |
| Smoke doors and associated selfclosing, automatic closing and latching mechanisms                                                                                                       | Specification C2.5, D2.6                                          | Every three months as per AS1851 - 2005.                                                                                       |

### 1. MEANS OF EGRESS

| Essential safety measure                                                                                                                                                                                     | BCA provisions for determining standard of performance | Nature and or frequency of test or inspection                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| Paths of travel to exits                                                                                                                                                                                     | D1.6                                                   | Inspection every three months to ensure there are no obstructions and no alterations                      |
| Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected)                                                                                            | D1.7, D1.9 to D1.11, D2.12,                            | Inspection every three months to ensure there are no obstructions and no alterations                      |
| Exits (including fire-isolated stairways and ramps, non-fire isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire-isolated passageways)                     | D2.2 to D2.3, D2.8 to D2.11inc., D2.13, 2.16 to D2.17  | Inspection every three months to ensure there are no obstructions and no alterations                      |
| Smoke lobbies to fire-isolated exits                                                                                                                                                                         | D1.7, D2.6                                             | Annual inspection for damage, deterioration, or unauthorised alteration                                   |
| Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms | D1.6, D2.19 to D2.21, D2.23                            | Inspection every three months to ensure doors are intact, operational and fitted with conforming hardware |

### 2. SIGNS

| Essential safety measure                                                                      | BCA provisions for determining standard of performance | Nature and or frequency of test or inspection                        |
|-----------------------------------------------------------------------------------------------|--------------------------------------------------------|----------------------------------------------------------------------|
| Exit signs (including direction signs)                                                        | D1.12, E4.5, E4.6, E4.8                                | Every six months to AS 2293.2-1995                                   |
| Signs warning against the use of lifts in the event of fire                                   | C3.6, D1.12                                            | Annual inspection to ensure the warning sign is in place and legible |
| Warning signs on sliding fire doors and doors to non-required stairways, ramps and escalators | D2.2 to D2.3, D2.8 to D2.11inc., D2.13, D2.16 to D2.17 | Annual inspection to ensure the warning sign is in place and legible |
| Signs alerting persons that the operation of doors must not be impaired                       | D2.23                                                  | Annual inspection to ensure the warning sign is in place and legible |

### 3. LIGHTING

| Essential safety measure | BCA provisions for determining standard of performance | Nature and or frequency of test or inspection |
|--------------------------|--------------------------------------------------------|-----------------------------------------------|
| Emergency lighting       | E4.2, E4.4                                             | Every six months to AS 2293.2-1995            |

### 4. FIRE FIGHTING SERVICES AND EQUIPMENT

| Essential safety measure                                                             | BCA provisions for determining standard of performance | Nature and or frequency of test or inspection                                                          |
|--------------------------------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| Fire hydrant system (including on-site pump set and fire service booster connection) | E1.3                                                   | Weekly to AS 1851 - 2005 Section 4 where pumps are installed or six monthly to AS1851 - 2005 Section 4 |
| Fire hose reel system                                                                | E1.4                                                   | Every six months to AS 1851 - 2005 Section 14                                                          |
| Sprinkler system                                                                     | E1.5, H1.2                                             | Weekly to AS 1851 - 2005 Section 2                                                                     |
| Portable fire extinguishers                                                          | E1.6                                                   | Every six months to AS 1851-2005 Section 15.4                                                          |

### 5. AIR HANDLING SYSTEMS

| Essential safety measure                                                                                                          | BCA provisions for determining standard of performance | Nature and or frequency of test or inspection                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| Smoke hazard management systems:<br>• smoke exhaust system automatic smoke and heat vents (including automatic vents for atriums) | E2.2                                                   | Quarterly and as prescribed in AS1851 – 2005 Section 18                                                           |
| Carpark mechanical ventilation system                                                                                             | F4.11                                                  | Frequency as nominated by manufacturer on label attached to equipment in accordance with AS1851 - 2005 Section 18 |

### 6. AUTOMATIC FIRE DETECTION AND ALARM SYSTEMS

| Essential safety measure        | BCA provisions for determining standard of performance | Nature and or frequency of test or inspection                                                                       |
|---------------------------------|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| Smoke and heat alarm system     | Clause 3 of Specification E2.2a                        | As prescribed in AS 1851 - 2005 Section 7 Monthly inspection to test operation Replace battery or unit as necessary |
| Smoke and heat detection system | Clause 4 of Specification E2.2a                        | Monthly as prescribed in AS1851 - 2005 Section 6                                                                    |

### 7. OCCUPANT WARNING SYSTEMS

| Essential safety measure         | BCA provisions for determining standard of performance          | Nature and or frequency of test or inspection  |
|----------------------------------|-----------------------------------------------------------------|------------------------------------------------|
| Building occupant warning system | Clause 8 of Specification E1.5, Clause 6 of Specification E2.2a | Monthly as prescribed AS 1851 - 2005 Section 9 |

### 8. LIFTS

| Essential safety measure             | BCA provisions for determining standard of performance | Nature and or frequency of test or inspection                                                  |
|--------------------------------------|--------------------------------------------------------|------------------------------------------------------------------------------------------------|
| Passenger lift fire service controls | E3.7                                                   | Periodic inspection as per manufacturers specification, however no less than annual inspection |

### 9. MECHANICAL VENTILATION

| Essential safety measure | BCA provisions for | Nature and or frequency of test or |
|--------------------------|--------------------|------------------------------------|
|--------------------------|--------------------|------------------------------------|

|                          | <b>determining standard<br/>of performance</b> | <b>inspection</b>                         |
|--------------------------|------------------------------------------------|-------------------------------------------|
| Air conditioning systems | AS 1668.2-1991, BCA E2.2                       | Quarterly to AS 1851- 20051, AS 3666-1995 |

**ACME Building Consultants Pty Ltd**  
 Suite 109, 964 Mount Alexander Road ESSENDON VIC 3040  
 E:info@acmesurveying.com  
 P:93314700



## Form 16

Regulation 192  
**Building Act 1993**  
 Building Regulations 2018

# OCCUPANCY PERMIT

## Property details

Address **1170 Dandenong Road CARNEGIE 3163**  
 Lot 6 PS/LP 006937 Vol 04240 Folio 984  
 CA Sec Parish County  
 Municipality Glen Eira City Council

## Building Permit details:

20160551/5 issued on 09-04-2019  
 Version of BCA applicable to building permit: 2016

## Building details

Complete this portion only if an occupancy permit is required under Division 1 of Part 5 of the **Building Act 1993**

| Part of building                                                                                                                                      | Permitted use      | BCA class of building | Maximum permissible floor live load (kpa)                         | Maximum number of people to be accommodated |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------|-------------------------------------------------------------------|---------------------------------------------|
| <b>New building</b><br><ul style="list-style-type: none"> <li>Grd Lvl- Apt G01-G10</li> <li>Lvl 1- Apt 101-109</li> <li>Lvl 2- Apt 201-207</li> </ul> | <b>Residential</b> | <b>2</b>              | <b>1.5 generally</b><br><b>2 for common areas &amp; balconies</b> | <b>66</b>                                   |
| <b>New Building</b><br><ul style="list-style-type: none"> <li>Basement Lvl</li> </ul>                                                                 | <b>Car parking</b> | <b>7a</b>             | <b>3</b>                                                          | <b>21</b>                                   |

|                                                  |            |
|--------------------------------------------------|------------|
| <b>Storeys contained</b>                         | <b>4</b>   |
| <b>Rise in storeys (for Class 2-9 buildings)</b> | <b>3</b>   |
| <b>Effective height</b>                          | <b>6.1</b> |
| <b>Type of construction</b>                      | <b>A</b>   |

## Performance Solution

A Performance Solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

| Relevant performance requirement                                                                                 | Details of performance solution                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Access Performance solution report by Think Access Pty Ltd, Ref PER 20002-01 - Version 04, 6 August 2020:</b> |                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Access Report DP1</b>                                                                                         | To allow the internal stair serving all four levels of the building to have an accessible handrail as per AS1428.1-2009 on the inner side of the stair.                                                                                                                                                                                                                                  |
| <b>Fire Engineering Report by Dobbs Doherty Pty Ltd, Project Number: 15664, date 19/05/2020 REV 3</b>            |                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>CP2</b>                                                                                                       | To assess unprotected openings in external walls within 3m of a fire source feature being the property boundary.                                                                                                                                                                                                                                                                         |
| <b>DP4</b>                                                                                                       | To assess a single exit from Basement Level.                                                                                                                                                                                                                                                                                                                                             |
| <b>DP4, EP2.2</b>                                                                                                | To assess travel distances to be exceeded as follows:<br>-Basement Floor – 40m (33m to the smoke-proof lobby) in lieu of 20m to the single exit from the most remote point.                                                                                                                                                                                                              |
| <b>DP4, EP2.2</b>                                                                                                | To assess travel distances to be exceeded at Residential Level(s) as follows:<br>-Ground Floor – 34m in lieu of 20m to the single exit from the most remote apartment entry door.<br>-First Floor – 28m in lieu of 12m to the single exit from the most remote apartment entry door.<br>-Second Floor – 24m in lieu of 12m to the single exit from the most remote apartment entry door. |



Project: **Construction of residential apartment building with basement carpark  
 1170 Dandenong Road CARNEGIE**

 Job No: **20151566-5** Stage (if applicable): **Stage 5: final of building works**

### Prescribed reporting authorities

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

| Reporting authority           | Matter reported on or consented to                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Regulation No.            |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <b>Glen Eira City Council</b> | <b>Point of Discharge of Storm Water</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Regulation 133 (2)</b> |
| <b>MFB</b>                    | <b>Reg 129 REPORT OF THE CHIEF OFFICER Dated: 15 March 2019, Report No: 1900291</b><br>- To permit installation of magnetic flow meter<br>- To permit booster assembly to be located within 10m of the building without compliant shield wall with a FRL 90/90/90.<br>- To permit booster assembly to not be located within sight of the main entry of the building.<br>- To permit sprinkler control valves to be located without direct access from road or open space<br>- To permit location of fire pumps in the basement without direct access from a fire isolated passage or fire stair which leads to a road or open space.<br>- To permit shortfall in hydrant coverage to apartments. | <b>Regulation 187</b>     |

### Conditions to which this permit is subject

Occupancy is subject to the following conditions-

All appliances and services to be fitted off and commissioned prior to occupation

### Essential Safety Measures

The following essential safety measures must be inspected, tested and maintained in accordance with the maintenance requirements set out in the following table-

#### Building Fire Integrity

| Essential Safety Measure                                                                                                                                                                | BCA Provisions for determining standard of performance | Nature and or frequency of test or inspection                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Building elements required to satisfy prescribed fire resistance levels                                                                                                                 | NCC Section C, D1.12                                   | Annual inspection for damage, deterioration, or unauthorised alteration                                                                                               |
| Materials and assemblies required to have fire hazard properties                                                                                                                        | C1.10                                                  | Annual inspection for damage, deterioration, or unauthorised alteration                                                                                               |
| Elements required to be non-combustible, provide fire protection, compartmentation and separation                                                                                       | C2.6 to C2.14, C3.11, D1.7                             | Annual inspection for damage, deterioration, or unauthorised alteration                                                                                               |
| Fire Doors (Including sliding fire doors and their associated warning systems) and associated self-closing, automatic closing and latching mechanisms                                   | C2.12, C2.13, C3.4 to C3.8, C3.10, C3.11, D1.7         | Six monthly for all fire doors or three monthly for sliding fire doors as per AS 1851 – 2012 Section 12 to check operation of handles, closers and electronic strikes |
| Fire windows (Including windows that are automatic or permanently fixed in position)                                                                                                    | C3.4, C3.8, C3.11, D1.7, FER-15664                     | Annual inspection as per AS 1851 – 2012 section 12 for damage, deterioration, or unauthorised alteration (BCA refer Appendix E)                                       |
| Solid core doors and associated self-closing, automatic closing and latching mechanisms                                                                                                 | C3.11, FER-15664                                       | Annual Inspection for damage, deterioration, and check operation of closers, handles and electronic strikes.                                                          |
| Fire protection at service penetrations through elements required to be fire resisting with respect to integrity or insulation, or to have a resistance to the incipient spread of fire | C3.12, C3.13, C3.15                                    | Annual inspection as per AS 1851 – 2012 section 12 for Inspection of damage, deterioration, or unauthorised alteration                                                |
| Fire protection associated with construction joints, spaces and the like in and between building elements required to be fire-resisting with respect to integrity and insulation        | C3.16                                                  | Annual inspection as per AS 1851 – 2012 section 12 for Inspection of damage, deterioration, or unauthorised alteration                                                |
| Smoke doors and associated self-closing, automatic closing and latching mechanisms                                                                                                      | Spec C2.5, D2.6, FER-15664                             | Six Monthly as per AS 1851 – 2012 Section 12 to check operation of handles, closers and electronic strikes                                                            |

Project: **Construction of residential apartment building with basement carpark  
 1170 Dandenong Road CARNEGIE**
Job No: **20151566-5**Stage (if applicable): **Stage 5: final of building works****Means of Egress**

| <b>Essential Safety Measure</b>                                                                                                                                                                             | <b>BCA Provisions for determining standard of performance</b> | <b>Nature and or frequency of test or inspection</b>                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| Paths of travel to exits                                                                                                                                                                                    | D1.6, FER-15664                                               | Inspection every three months to ensure there are no obstructions and no alterations                      |
| Discharge from exits (Including paths of travel from open spaces to public roads to which they are connected)                                                                                               | D1.7, D1.9-D1.11, FER-15664                                   | Inspection every three months to ensure there are no obstructions and no alterations                      |
| Exits (Including fire-isolated stairways and ramps, non fire-isolated stairways and ramps, stair treads, balustrades and handrails associated with exits and fire isolated passageways)                     | D2.2, D2.3, D2.8-D2.11, D2.13, D2.16, D2.17, FER-15664        | Inspection every three months to ensure there are no obstructions and no alterations                      |
| Smoke lobbies to fire isolated exits                                                                                                                                                                        | D1.7, D2.6, FER-15664                                         | Annual inspection for damage, deterioration, or unauthorised alteration                                   |
| Doors (Other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit and associated self-closing, automatic closing and latching mechanisms | D1.6, D2.19 – D2.21, D2.23, FER-15664                         | Inspection every three months to ensure doors are intact, operational and fitted with conforming hardware |

**Signs**

| <b>Essential Safety Measure</b>                                                               | <b>BCA Provisions for determining standard of performance</b> | <b>Nature and or frequency of test or inspection</b>                 |
|-----------------------------------------------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------------------------------|
| Exit signs (Including direction signs)                                                        | Spec D1.12, E4.5, E4.6, E4.8                                  | Six monthly to AS 2293.2-1995                                        |
| Signs warning against the use of lifts in the event of fire                                   | E3.3                                                          | Annual inspection to ensure the warning sign is in place and legible |
| Warning signs on sliding fire doors and doors to non-required stairways, ramps and escalators | C3.6, Spec D1.12                                              | Annual inspection to ensure the warning sign is in place and legible |
| Signs alerting persons that operation of doors must not be impaired                           | D2.23                                                         | Annual inspection to ensure the warning sign is in place and legible |

**Lighting**

| <b>Essential Safety Measure</b> | <b>BCA Provisions for determining standard of performance</b> | <b>Nature and or frequency of test or inspection</b> |
|---------------------------------|---------------------------------------------------------------|------------------------------------------------------|
| Emergency Lighting              | E4.2, E4.4                                                    | Six monthly to AS 2293.2-1995                        |

**Fire Fighting Services and Equipment**

| <b>Essential Safety Measure</b>                                                      | <b>BCA Provisions for determining standard of performance</b> | <b>Nature and or frequency of test or inspection</b>                                                     |
|--------------------------------------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| Fire hydrant system (Including on-site pump set and fire-service booster connection) | E1.3, FRV Report 2001718                                      | Monthly to AS 1851 – 2012 section 4 where pumps are installed or Six monthly to AS 1851 – 2012 section 4 |
| Fire hose reel system                                                                | E1.4                                                          | Six monthly to AS 1851 – 2012 section 9                                                                  |
| Sprinkler system                                                                     | E1.5, FER-15664                                               | Monthly to AS 1851 – 2012 section 2                                                                      |
| Portable fire extinguishers and fire blankets                                        | E1.6                                                          | Six monthly to AS 1851 – 2012 section 10                                                                 |

**Air Handling Systems**

| <b>Essential Safety Measure</b>       | <b>BCA Provisions for determining standard of performance</b> | <b>Nature and or frequency of test or inspection</b>                                                               |
|---------------------------------------|---------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Carpark mechanical ventilation system | F4.11                                                         | Frequency as nominated by manufacturer on label attached to equipment in accordance with AS 1851 – 2012 section 13 |



Project: **Construction of residential apartment building with basement carpark  
1170 Dandenong Road CARNEGIE**

 Job No: **20151566-5** Stage (if applicable): **Stage 5: final of building works**

## Automatic Fire Detection and Alarm Systems

| Essential Safety Measure        | BCA Provisions for determining standard of performance | Nature and or frequency of test or inspection                                                                               |
|---------------------------------|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| Smoke and heat alarm system     | Clause 3 of specification E2.2a                        | As prescribed in AS 1851 – 2012 section 6 or six monthly inspection to test operation, replace battery or unit as necessary |
| Smoke and heat detection system | Clause 4 of specification E2.2, FER-15664              | Monthly as prescribed in AS 1851 – 2012 section 6                                                                           |

## Occupant Warning Systems

| Essential Safety Measure         | BCA Provisions for determining standard of performance                     | Nature and or frequency of test or inspection |
|----------------------------------|----------------------------------------------------------------------------|-----------------------------------------------|
| Building occupant warning system | Clause 8 of specification E1.5, Clause 6 of specification E2.2a, FER-15664 | Monthly to AS 1851 – 2012 section 6           |

## Lifts

| Essential Safety Measure             | BCA Provisions for determining standard of performance | Nature and or frequency of test or inspection                                                  |
|--------------------------------------|--------------------------------------------------------|------------------------------------------------------------------------------------------------|
| Passenger lift fire service controls | E3.7                                                   | Periodic inspection as per manufacturers specifications however no less than annual inspection |

## Other Measures

| Essential Safety Measure | BCA Provisions for determining standard of performance | Nature and or frequency of test or inspection |
|--------------------------|--------------------------------------------------------|-----------------------------------------------|
| Air Conditioning Systems | BCA E2.2, AS 1668.2-1991                               | Quarterly to AS 1851-2012, AS 3666-1995       |
| Balconies                | Part B1                                                | Annual inspection                             |
| Balustrades              | Part B1, D2.16                                         | Annual inspection                             |

### Combined Allotment Statement

A determination has been made under regulation 64(1) in relation to the building work that is the subject to this permit.

### Suitability for Occupation

At the date this occupancy permit is issued, the building/ public place of entertainment to which this permit applies is suitable for occupation.

### Relevant Building Surveyor

Name **Dino Molinaro**  
 Address **Suite 109, 964 Mount Alexander Road ESSENDON VIC 3040**  
 Email **info@acmesurveying.com**  
 Registration No. **BS-U14142**

DocuSigned by:



Signature

Occupancy Permit No.

**20160551/5**

Date of inspection

**7 August 2020**

Date of issue

**11 August 2020**
 Inspection approval dates for mandatory inspections that have been carried out with regard to building work carried out under Building Permit No. **20160551/5** issued on **9 April 2019** are as follows;

Date

**07-08-2020**

Inspection

**Final upon completion of all building work**