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Contract of Sale

Property: Chapel Park, 220 Chapel Road, Keysborough, VIC 3173

Lot:

Lot 9

 on plan of subdivision PS843057S

220 Chapel Rd Keysborough Pty Ltd (ACN 609 206 528)

Contract Version	Post Registration Version 1
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Interstate offices
Canberra Sydney

CONTRACT OF SALE OF REAL ESTATE - PARTICULARS OF SALE

Property Address: 52, 220 Chapel Road, Keysborough VIC 3173

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

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period Sale of Land Act 1962

Section 31

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

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

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

EXCEPTIONS

The 3-day cooling-off period does not apply if -

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

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that prior to signing this contract, they have received –

- a copy of the section 32 statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

purchaser name	print name of person signing	state nature of authority if applicable	signature	date

SIGNED BY THE VENDOR

print name of person signing

state nature of authority if applicable (e.g. "director", "attorney under power of attorney")

Director

on

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

Particulars of Sale

VENDOR'S ESTATE AGENT

Name:	Dynamic Residential Group Pty Ltd		
Address:	26 Hoddle Street, Abbotsford, VIC, 3067		
Telephone	03 8600 1200	Fax:	03 8600 1299
Email:	sales@dynamicresidential.com.au		

VENDOR

Name: 220 Chapel Rd Keysborough Pty Ltd (ACN 609 206 528) as trustee for the 220 Chapel Road Trust ABN 51 773 730 166
Address: Suite 3, 38-40 Prospect Street, Box Hill VIC 3128

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Maddocks (Ref. NJS:JVAR:8279564.016)
Address: Collins Square, Tower Two, Level 25, 727 Collins Street, Melbourne, Victoria 3000 DX: 259 Melbourne
Telephone: 03 9258 3555 Fax: 03 9258 3666
Email: jasmine.zhou@maddocks.com.au

PURCHASER

Name:			
Address:			
Phone		Email	
Name:			
Address:			
Phone		Email	
Name:			
Address:			
Phone		Email	
Name:			
Address:			
Phone		Email	

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:			
Address:			
Telephone		Fax:	
Email			

PROPERTY ADDRESSAddress: **52, 220 Chapel Road, Keysborough VIC 3173****LAND (general conditions 3 and 9)**

The land is described in the attached copy title(s) and plan(s) as:

Lot

on plan of subdivision no. PS843057S (**Plan**), being the land contained in certificate of title volume 12530 folio 397, a copy of which is enclosed within the Vendor's Statement, and includes all improvements and fixtures.

GOODS SOLD WITH THE LAND (general condition 2.3(f))

The chattels (if any) that are sold with the Land and located within the Property on the Day of Sale.

PAYMENT (general condition 11)

Price	\$ <input type="text"/>	inclusive of GST
Deposit	\$ <input type="text"/>	by <input type="text"/> (of which \$ <input type="text"/> has been paid)
Balance	\$ <input type="text"/>	payable at settlement

GST (general condition 13)The price includes GST (if any) unless the words '**plus GST**' appear in this box:

If this is a sale of a 'farming business' or 'going concern' then add the words '**farming business**' or '**going concern**' in this box:

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box:

SETTLEMENT (general condition 10)

Is due on

LEASE (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box, in which case refer to general condition 1.1.

Not applicable

If '**subject to lease**' then particulars of the lease are:

TERMS CONTRACT (general condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions:

Not applicable

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words 'special conditions' appear in this box

special conditions

If the contract is subject to **special conditions** then particulars of the special conditions are as attached.

Particulars of Sale - Schedule 1

FIRB – PURCHASER'S STATUS DECLARATION (special condition 10)

The Purchaser declares that it is a:

Non-Australian Resident

☐

Australian Resident

☐

ELECTRONIC EXCHANGE (special condition 38)

Yes

☐

No

☐

ENCUMBRANCES

If the sale is subject to an encumbrance ie: other than an existing mortgage, those encumbrances appear in Schedule 2 to these particulars of sale.

Particulars of Sale - Schedule 2

Encumbrances to be assumed by the Purchaser –

- 1) All registered and any unregistered and implied easements, covenants and restrictive covenants (if any) including those disclosed in the Vendor's Statement.
- 2) Any easements and restrictions shown on the Plan or created by the *Subdivision Act 1988* (Vic).
- 3) The requirements of any Planning Permit affecting the Property (including Planning Permits PLN17/0370, PLN 20/0194 and PLN21/0091 issued by the Greater Dandenong City Council).
- 4) The requirements of the agreements registered pursuant to Section 173 of the Planning and Environment Act 1987 (Vic) contained in instruments AM212597X, AM215594S and AV072735Q.
- 5) The provisions of any agreement which the Vendor may be required to enter into with any responsible authority in relation to the Plan or the Planning Permit including but not limited to an agreement under Section 173 of the *Planning and Environment Act 1987* (Vic).
- 6) Any lease, licence or other right of occupation granted by the Owners Corporation(s).;
- 7) Additional Restrictions.
- 8) The Owners Corporation Rules.
- 9) All other encumbrances disclosed or contemplated by this Contract.

Contract of Sale of Real Estate – General Conditions

Title

1. Encumbrances

- 1.1 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 in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

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

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

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

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. Identity of the land

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

3.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. Services

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

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

5. Consents

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

6. Transfer

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

7. Release of security interest

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

- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 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.
- 7.5 Subject to general condition 7.6, 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.
- 7.6 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 7.5 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(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.

- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 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 7.11.
- 7.13 If settlement is delayed under general condition 7.12 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

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

9. General law land

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

Money

10. Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

- 11.5 For the purpose of this general condition ‘authorised deposit-taking institution’ means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 12. Stakeholding**
- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 13. GST**
- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is ‘plus GST’. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is ‘plus GST’.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is 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.

- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
 - (b) 'GST' includes penalties and interest.

14. Loan

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

15. Adjustments

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

Transactional

16. Time

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

17. Service

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

24. Loss or damage before settlement

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

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

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

Default

26. Interest

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

27. Default notice

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

28. Default not remedied

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

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

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

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

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

SPECIAL CONDITIONS

1. Definitions and Interpretation

1.1 Definitions

In these special conditions:

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

Additional Special Conditions means any additional special conditions entitled 'Additional Special Conditions' attached to or included within this Contract.

Adjacent Development means any actual, proposed or future development or developments adjacent to, in the vicinity of or which may affect views from, light or amenity of the Development and includes the Subsequent Stage Land.

Approval means any permit, licence, consent, certificate or other approval obtained or required to be obtained from an Authority in relation to the Development or any Lot.

Authority means any government or any public, statutory, service authority, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

Balance means the balance of the Purchase Price stated in the Payment panel in the Particulars of Sale.

Bank means:

- (a) an Australian-owned bank;
- (b) a reputable foreign subsidiary bank; or
- (c) a branch of a reputable foreign bank,

on the list, current on the day of sale, of authorised deposit-taking institutions regulated by the Australian Prudential Regulation Authority.

Builder means the building practitioner with whom the Vendor entered into or caused entry into the Building Contract.

Building means any building, buildings (including individual towers) or other improvements to be erected on any part of the Site.

Building Contract means the building contract under which the Builder has constructed the Building.

Business Day means any day which is not a Saturday, Sunday or proclaimed public holiday in the State of Victoria.

Chattels are the goods, if any, sold as part of the Property under this Contract.

Claim means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), loss, expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising.

Commissioner has the meaning given to that term in the TA Act.

Common Property means the common property on the Plan.

Contract means this contract of sale and includes all enclosures and annexures.

Council means the Greater Dandenong City Council.

Day of Sale means the date by which both parties have signed this Contract.

Deposit means the amount that is set out as the deposit in the particulars of sale.

Development means the land in the Plan and any surrounding land developed, being developed or to be developed by the Vendor known as Chapel Park.

FIRB means the Foreign Investment Review Board.

General Conditions are the general conditions set out in this Contract.

GST means GST within the meaning of the GST Act.

GST Act means the goods and services tax system which is Australian law under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and associated legislation or any amendment or replacement of that Act or legislation.

Guarantee means the guarantee and indemnity in the form set out in Annexure A.

Guarantor means the guarantor(s) named in the Guarantee.

Hazardous Materials includes all hazardous substances and any pollutant or contaminant defined as such in (or for the purposes of) any Federal, State or local statute, law, ordinance, rule or regulation, regulating or imposing a liability or standards of conduct concerning any such substance or material.

Insolvency Event means, in relation to a party, any of the following events:

- (a) a party, being an individual, commits an act of bankruptcy;
- (b) a party becomes insolvent;
- (c) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to a party or a party enters into a scheme of arrangement with its creditors or is wound up;
- (d) a party assigns any of its property for the benefit of creditors or any class of them;
- (e) an encumbrancee takes any step towards taking possession or takes possession of any assets of a party or exercises any power of sale;
- (f) any security interest becomes enforceable or is enforced against the party;
- (g) the party has a judgment or order given against it in an amount exceeding \$10,000 or the equivalent in another currency and that judgment or order is not satisfied or quashed or stayed within 20 Business Days after being given; or
- (h) any event that is analogous or having a substantially similar effect to any of the events specified in this definition.

Interest means the interest (if any) that accrues on the Deposit less the taxes, charges and fees charged on, or attracted by, the Deposit or by the interest earned on it.

Land means the land described in the particulars of sale.

Law means any law (including principles of law or equity established by decisions of courts) that applies in Victoria, and any rule, regulation, ordinance, order, by-law, local law, statutory instrument, control, restriction, direction or notice made under a law by any Authority.

Lot or Lots means a lot or lots on the Plan.

Loss means any damage, punitive damages, liability, Claim, obligation, duty, loss, charge, cost or expense (including reasonable legal expenses on a full indemnity basis and consultant's fees), interest, penalty, fine and tax, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Manager means a manager appointed in accordance with the Owners Corporation Act.

Occupancy Permit means an occupancy permit issued under the *Building Act 1993* (Vic) for the Property.

Outgoings means all rates, taxes (other than tax payable under the *Land Tax Act 2005* (Vic) and tax payable under a notice of assessment issued on or before the Day of Sale in respect of a liability arising under the *Windfall Gains Tax Act 2021* (Vic)), assessments, fees and other outgoings and includes land tax, levies, fire insurance premiums, Owners Corporation fees, insurance premiums or other expenses levied in respect of the Property but excludes each of the cost incurred by the Vendor of providing and/or connecting any Utilities to the Property and the cost incurred by the Vendor of installing meters in respect of such Utilities, any supplementary rates or taxes or other such rates assessed in respect of the Property after the Settlement Date and any special levy contemplated by special condition 7.3 which are all the responsibility of the Purchaser.

Owners Corporation means the owners corporation or owners corporations created by the registration of the Plan.

Owners Corporations Act means the *Owners Corporations Act 2006* (Vic) as amended from time to time.

Owners Corporation Rules means the rules for the Owners Corporation, a copy of is set out in the Vendor's Statement.

Owners Corporations Regulations means the *Owners Corporations Regulations 2018* (Vic) as amended from time to time.

Plan means registered Plan of Subdivision number PS843057S, a copy of which is included in the Vendor's Statement.

Planning Permit means:

- (a) planning permit no. PLN17/0370 issued by Council and dated 24 January 2020;
- (b) planning permit no. PLN20/0194 issued by Council and dated 29 June 2020; and
- (c) planning permit no. PLN21/0091 issued by Council and dated 23 April 2021,

copies of which are attached to the Vendor's Statement, and includes any variation, replacement or amendment thereto.

Planning Scheme means the Greater Dandenong Planning Scheme.

Price means the price stated in the Payment panel in the particulars of sale.

Property means the property described in the Land panel in the particulars of sale and the Chattels (if any). The terms Land, Lot and Property are used intermittently throughout this Contract, however, they all mean the property sold pursuant to this Contract.

Property Controls means all existing and future planning, environmental, building, heritage and similar controls relating to the use or development of the Property, including (as applicable), the Planning Scheme, the Planning Permit and any Approval.

Purchaser means the purchaser specified in the particulars of sale.

Purchaser Rights means:

- (a) making requisitions;
- (b) claiming compensation;
- (c) rescinding or purporting to rescind;
- (d) calling on the Vendor to amend title or to bear any cost of doing so;
- (e) delaying settlement;
- (f) avoiding any of its obligations; and
- (g) making any other Claims,

under or in connection with this Contract.

Purchaser's Status Declaration means the declaration made by the Purchaser set out in Schedule 1 of the particulars of sale in which the Purchaser declares whether it is a Non Australian Resident being a foreign person under the Takeovers Act or an Australian Resident and (where applicable) the Purchaser's nationality and whether it is or is not a Non-exempt Foreign Purchaser.

Registrar means the Registrar of Titles of Victoria.

Related Body Corporate has the same meaning given to that term in the *Corporations Act* 2001 (Cth).

Requirement means any notice, order, direction, requirement, statute, ordinance, proclamation, regulation, scheme, permit, by-law or other regulatory requirement, present or future, affecting or relating to the Property, the use of the Property or the Development irrespective of whether the Requirement is addressed to the Vendor, the Purchaser or any other person.

Retail Lots means Lots C1 to C13 (inclusive) on the Plan.

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

Settlement Date means the date on which the balance of the Price must be paid.

Shared Services means Utilities, car parking, roads, Recreational Facilities or other common facilities or services at the Development that may be shared between some or all of the buildings and/or dwellings that comprise the Development.

Site means the whole of the land comprised in the Plan.

TA Act means the *Taxation Administration Act* 1953 (Cth).

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

Utilities means water, recycled water, sewerage, drainage, gas, electricity, telecommunications and other like services (including if applicable the national broadband network) and includes all installations, pits, pipes, wires, fibre optic cables, mains, connections and machinery relating to those services (if any).

Vendor means the vendor specified in the particulars of sale.

Vendor's Agent means the estate agent or estate agents for the Vendor, if any, whose details are set out in the particulars of sale.

Vendor's Solicitor means the Vendor's legal practitioner as specified in the particulars of sale or such other legal practitioner as the Vendor may nominate from time to time.

Vendor's Statement means a statement made under Section 32 of the Sale of Land Act. A copy of the Vendor's Statement for this Contract is attached.

Works means all design, building and construction work that the Builder has or is competing:

- (a) under the Building Contract to effect completion of the Building; or
- (b) because of a Law that applies to the Site.

1.2 Interpretation

In this Contract:

1.2.1 a reference to:

- (a) any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision;
- (b) the singular includes the plural and vice versa;
- (c) an individual or person includes a corporation, firm, authority, government or government authority and vice versa;
- (d) any gender includes the other genders;
- (e) a party to this Contract includes that party's executors, administrators, successors and permitted assigns; and
- (f) a condition, annexure or schedule is a reference to a condition, annexure or schedule of this Contract;

1.2.2 including and singular expressions are not words of limitation;

1.2.3 headings are for convenience and reference only and do not affect the meaning or interpretation of this Contract;

1.2.4 if the whole or any part of a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions will not be affected; and

1.2.5 any obligation on the part of two or more persons under this Contract binds all of them jointly and each of them severally, unless expressed to be only several.

1.3 The obligations imposed and the benefits conferred under this Contract on each of the parties are binding upon and enure for the benefit of the respective parties and each of their respective successors in title, legal personal representatives and permitted assigns.

1.4 If an act must be done on a specified day which is not a Business Day, the act must be done on the Business Day immediately after that specified day.

1.5 If the whole or any part of a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision (or part thereof) must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

- 1.6 If it is not possible to read down a provision (or part thereof) as required in special condition 1.5, that provision (or part thereof) is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Contract.
- 1.7 This Contract is governed by the law applying in Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria.
- 1.8 No rule of construction applies to the disadvantage of a party because that party was responsible for the drafting or preparation of this Contract or part of it.

2. Amendments to General Conditions

- 2.1 The Purchaser and the Vendor agree that if there is:
- 2.1.1 any inconsistency between the provisions of the General Conditions and these special conditions then, except in the case of manifest error, to the extent of any inconsistency the provisions of these special conditions will prevail and have priority; and
 - 2.1.2 any inconsistency between this special condition and any other special condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other special conditions will prevail and have priority over this special condition.
- 2.2 Without limiting the specific provisions of any other special condition, the General Conditions are amended as set out in this special condition 2.
- 2.3 The General Conditions (**GC**) are amended as follows:
- 2.3.1 GC2.1 is deleted and replaced with the following:

'The vendor warrants that these general conditions 1 to 28 (other than this general condition 2.1) are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980 prior to the revocation of Estate Agents (Contracts) Regulations 2008 on 11 August 2018.'
 - 2.3.2 GC6 is amended by inserting the following sentences at the end of the General Condition:

'The vendor is not required to effect settlement until 10 days after the transfer of land is given to the vendor's solicitor if the purchaser fails to give the transfer of land in accordance with this General Condition. The purchaser will be deemed to default in payment of the balance from the date settlement is due under the contract to the date settlement takes place if, pursuant to this General Condition, the vendor effects settlement after the date settlement is due under the contract.'
 - 2.3.3 GC 7 is deleted. The purchaser acknowledges and agrees that the Vendor is not required to provide any release contemplated pursuant to GC7 had GC7 not been deleted. .
 - 2.3.4 GC8 is deleted.
 - 2.3.5 GC10.1 (b)(i) is amended to read: 'provide all title documents necessary to enable the Purchaser to become the registered proprietor of the land; and'.
 - 2.3.6 GC10.3 is deleted and replaced with:

'10.3 Settlement must be conducted between the hours of 10.00a.m. and 3.00p.m. unless the parties agree otherwise. A settlement which occurs

after 3pm will, unless the vendor agrees otherwise, be treated as having occurred at 9am on the following business day.'

2.3.7 GC11.1(c) is deleted.

2.3.8 GC11.2 is amended by inserting an additional sentence as follows:

'Unless the price includes GST, the reference to "the price" in this general condition 11.2 refers to the price plus any GST payable on the price.'

2.3.9 GC11.5 is amended to read: 'For the purposes of this general condition 'authorised deposit taking institution' means a Bank'.

2.3.10 GC11.6 is amended by changing the reference to 'three cheques' to 'five bank cheques'.

2.3.11 GC13 is amended as follows:

(a) the following words are inserted at the end of GC13.2:

The purchaser must pay an amount that it is required to pay under this general condition in full and without deduction, set-off, withholding or counterclaim.

(b) the following new sub-paragraph is added to GC13.8:

(c) any term used in this general condition has the meaning given in the GST Act.

(c) the following new paragraphs are added as GC13.9 and 13.10:

13.9 Despite any other provision of this contract, if either party is required to reimburse to the other any costs, expenses or other amounts that the other party has incurred in connection with this contract, the amount to be reimbursed must be reduced by any part of that amount which is recoverable by the other party by way of input tax credit, partial input tax credit or other like set-off.

13.10 The amount recoverable on account of GST under this general condition by the Vendor will include any fines, penalties, interest and other charges incurred as a consequence of late payment or other default by the Purchaser under this general condition.

2.3.12 Insert a new GC 17.4 and new GC 17.5 as follows:

'17.4 Notwithstanding general conditions 17.1, 17.2 and 17.3, the purchaser, or its solicitor, conveyancer or agent, must not serve any document, notice or demand on the vendor, its solicitor, conveyancer or agent by email.

17.5 If the legal practitioner, conveyancer or agent acting for the purchaser, as noted in the contract, ceases to act for the purchaser, the purchaser must immediately notify the vendor's legal practitioner of the details of its new legal practitioner, conveyancer or agent. The notification under this general condition must be in writing and may be made by email.'

2.3.13 GC18 is amended by adding an additional sentences as follows:

'Any common law right to nominate a substitute or additional transferee is expressly excluded from this contract. Any nomination must be made at least 10 days before the settlement date. If the purchaser wishes to nominate it must deliver to the vendor's legal practitioner or conveyancer:

- (a) a nomination deed in the form attached to this Contract as Annexure B executed by the nominee and the Purchaser;
- (b) if the nominee is a corporation to which general condition 20 applies, a Guarantee which complies with the requirements of general condition 18 but includes changes necessary by reason of the nomination;
- (c) a written acknowledgment from the guarantors that the nomination of the nominee does not vitiate the guarantors' obligations;
- (d) a written statement from the purchaser and the nominee whereby the purchaser and the nominee:

- (i) warrant to the vendor that:

the nominee is not obliged by the *Takeovers Act* to furnish notice to the Treasurer of its intention to acquire an interest in the Property; or

the nominee has prior to the date of the nomination deed obtained FIRB approval pursuant to the *Takeovers Act* for the acquisition of the Property and a copy of such approval is provided with the statement; and

- (ii) agree that if the warranty in General Condition 18(d)(i) is breached, the purchaser and the nominee must indemnify the vendor against any penalties, fines, legal costs, claims, losses or damages which the vendor suffers as a direct or indirect result of a breach of that warranty; and
- (e) a cheque payable by the nominee to the vendor's legal practitioner or conveyancer for \$320 plus GST in respect of the legal costs payable by the nominee under the nomination deed.'

2.3.14 GC19 is amended to read as follows: 'Any signatory for a proprietary limited company purchaser or a trust 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 or a trust'.

2.3.15 GC20 is deleted and replaced with the following: 'If the purchaser is a company other than a public company or if the purchaser nominates a substitute purchaser which is a company other than a public company, the purchaser must procure the execution of the Guarantee by:

- (a) each of its directors; or
- (b) a listed company of which the purchaser is a subsidiary,

at the purchaser's expense and deliver it to the vendor together with the executed contract.'

2.3.16 GC21 is amended to read: '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.'

- 2.3.17 GC22 is deleted.
- 2.3.18 GC24.4 to 24.6 (inclusive) are deleted.
- 2.3.19 GC25 is amended by adding the following new paragraph at the end of the general condition: 'The purchaser acknowledges that without limitation the following items constitute 'a reasonably foreseeable loss':
- (a) expenses payable by the vendor under any existing loans secured over the property or other property of the vendor;
 - (b) if the default results in settlement being delayed after 31 December in any calendar year, any additional land tax incurred by the vendor as a result of the land being included in the vendor's land tax assessment for the next calendar year;
 - (c) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach, including the cost of issuing any default notice agreed at \$850 plus GST; and
 - (d) any commission or other expenses claimed by the Vendor's Agents or other representatives relating to sale of the property.'
- 2.3.20 GC26 is amended by inserting '6%' instead of '2%'.
- 2.3.21 GC28.4(a) is amended to read as follows: 'an amount equal to 10% of the price is forfeited to the vendor as the vendor's absolute property.'
- 2.3.22 GC28 is amended by including a new paragraph 28.6 as follows: 'Unless the price includes GST, the reference to 'the price' in this GC28 refers to the price plus any GST payable on the price.'

3. **Deposit**

- 3.1 The Deposit must be paid to the Vendor's Solicitor named in this Contract to be held upon the terms set out in this special condition as stakeholder for the parties.
- 3.2 If the due date for the payment of the Deposit is not completed in the particulars of sale then the parties agree that the Deposit is immediately due and payable to the Vendor on the Day of Sale.
- 3.3 If the Deposit is paid by cash, the Vendor and the Purchaser authorise the Vendor's Solicitor to invest the Deposit and agree that any Interest must be paid to the Vendor, unless special condition 3.5 applies, in which case the Purchaser is entitled to any Interest on the Deposit.
- 3.4 Within 7 days after the Day of Sale, the Purchaser must give the Purchaser's tax file number either to the Vendor's Solicitor or to the bank at which the Vendor's Solicitor's trust account is held (**Vendor's Solicitor's Bank**). If the Purchaser gives its tax file number to the Vendor's Solicitors Bank it must, as soon as it has done so, give the Vendor's Solicitor verification of this.
- 3.5 If the Purchaser breaches special condition 3.4, and then becomes entitled to a refund of the Deposit, the Purchaser must within 7 days of becoming entitled to a refund of the Deposit, provide the Purchaser's tax file number either to the Vendor's Solicitor or to the Vendor's Solicitors' Bank prior to receiving the Interest, whereupon the Interest is payable to the Purchaser.
- 3.6 The Purchaser and the Vendor must not make any Claim on the Vendor's Solicitor for any matter arising out of special condition 3.3.

4. Caveat or Priority Notice

- 4.1 The Purchaser must not lodge or cause or allow any person claiming through it or acting on its behalf to lodge on the Purchaser's behalf any caveat or priority notice in relation to the Property prior to the Settlement Date.
- 4.2 The Purchaser acknowledges that this special condition is an essential term of this Contract. If the Purchaser breaches this special condition, dealings contemplated by this Contract may not be able to be registered in a timely manner resulting in Loss to the Vendor
- 4.3 The Purchaser must indemnify the Vendor for all loss or damage which the Vendor suffers as a direct or indirect result of a breach by the Purchaser of this special condition 4. This does not prejudice any other rights that the Vendor may have in respect of a breach by the Purchaser of this special condition 4.
- 4.4 The Purchaser appoints the Vendor's Solicitors as its attorney to withdraw any such caveat or priority notice or to sign a withdrawal of such caveat. This appointment survives the rescission or termination of this Contract by either party.

5. Property Controls

- 5.1 The Purchaser:
 - 5.1.1 accepts the Property:
 - (a) with all Property Controls and Approvals; and
 - (b) in its present condition with all defects including fill and any non-compliance with any Property Controls or Approvals;
 - 5.1.2 acknowledges that the Vendor has been or may be in the course of carrying out infrastructure and other works on the Site and that the Site may be filled, raised, levelled, compacted or cut;
 - 5.1.3 acknowledges that the decision to purchase the Property was based on the Purchaser's own investigations and that no representations were made by or on behalf of the Vendor as to the condition of the Property or any of the matters referred to in special condition 5.1.1; and
 - 5.1.4 must not exercise the Purchaser Rights in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the Property.
- 5.2 The Purchaser assumes full responsibility for compliance with each Property Control and Approval as from the Settlement Date and agrees to hold the Vendor indemnified at all times against all loss or damage which the Vendor suffers arising directly or indirectly out of the Purchaser's failure to comply with a Property Control or the Purchaser's breach of or failure to obtain an Approval as from the Settlement Date.

6. Encumbrances

6.1 Subject to all Laws

The Purchaser buys the Property subject to any applicable Law including, without limitation, any Requirement or Approval.

6.2 Easements

The Purchaser:

- 6.2.1 admits that the Property is sold subject to the provisions of the Act; and

6.2.2 buys the Property subject to:

- (a) all easements and encumbrances affecting the Site including those:
 - (i) disclosed in Schedule 2 of the particulars of sale to this Contract;
 - (ii) created or implied by the Act, the Plan or any Approval; and/or
 - (iii) created or implied as contemplated by clauses 5.4 (services) or clause 8 (carriageway) of agreement AM215594S registered under section 173 of the Planning and Environment Act 1987 (Vic).
- (b) any service easements affecting the Common Property; and
- (c) the rights of the Vendor under special condition **Error! Reference source not found..**

The Purchaser must not make any requisition or objection or exercise the Purchaser Rights in relation to any other matter referred to in this special condition 6.2.

7. Outgoings and Other Expenses

- 7.1 All Outgoings for the Property must be adjusted between the Vendor and the Purchaser on the basis that they have or must be paid by the Vendor. Despite this special condition the Vendor is only obliged to pay Outgoings (including any land tax) when they are due to be paid and the Purchaser must not require them to be paid on an earlier date.
- 7.2 If the Property is not separately assessed in respect of the Outgoings, then the portion of any such Outgoings to be adjusted between the Vendor and the Purchaser is the proportion of the Outgoing equal to the proportion which the lot liability of the Property bears to the total liability of all of the lots on the Plan.
- 7.3 The Purchaser must pay each of the cost incurred by the Vendor of providing and/or connecting any Utilities to the Property including water, recycled water, sewerage, drainage, gas, electricity, telecommunications and other like services, the cost incurred by the Vendor of installing meters in respect of such Utilities and any special fee or charge levied on the Vendor or after the day of sale by the Owners Corporation under the Owners Corporations Act or Owners Corporations Regulations. The special fee or charge or other costs referred to in this special condition 7.3 will not be subject to apportionment between the Vendor and the Purchaser and payable in full by the Purchaser.

8. Compensation for additional land tax due to Purchaser default

- 8.1 The Purchaser will not be required to pay or reimburse the Vendor for land tax payable by the Vendor where to do so is prohibited by Law.
- 8.2 The Purchaser acknowledges and agrees that:
 - 8.2.1 if the Purchaser is in breach of this Contract by not completing this Contract on the Settlement Date; and
 - 8.2.2 if as a result of the Purchaser's breach, completion of this Contract takes place on a date that is after 31 December in the year that completion of this Contract is due to take place (Settlement Year); then
 - 8.2.3 the Purchaser's breach will, in addition to other losses, result in loss to the Vendor in the amount of the Vendor's land tax assessment for the year following the Settlement Year as a result of the Property continuing to be included in the Vendor's total landholdings in Victoria; and

- 8.2.4 the additional tax which the Vendor will incur in accordance with this special condition (Additional Land Tax) is a reasonably foreseeable loss incurred by the Vendor as a result of the Purchaser's breach in respect of which the Vendor is entitled to compensation from the Purchaser.
- 8.3 If special condition 8.1 applies, then, on the Settlement Date, the Purchaser must in addition to the Balance pay to the Vendor on account of compensation payable to the Vendor for the loss an amount equal to 2.25% of the Price of the property (**Amount Paid**).
- 8.4 The parties agree that if the Additional Land Tax as assessed by the Commissioner of State Revenue is:
- 8.4.1 less than the Amount Paid, the Vendor must refund the difference to the Purchaser; or
- 8.4.2 more than the Amount Paid, the Purchaser must pay the difference to the Vendor within 7 days of being served with a written demand for such payment.
- 8.5 Despite special condition 7.2, payment of the Price will not be delayed and no money will be withheld from the Vendor out of the Price on account of any land tax which may be or may subsequently become charged on the Land.
- 8.6 The Vendor acknowledges that it must pay any such land tax assessed on the Vendor within the time specified in the assessment notice.
9. **Building works**
- 9.1 **Building Contract**
- The Purchaser acknowledges that:
- 9.1.1 the Vendor was not the Builder of the Works; and
- 9.1.2 this Contract is not a major domestic building contract for the purposes of the *Domestic Building Contracts Act 1995* (Vic) (**DBC Act**).
- 9.2 **Completion of Building**
- The issuing of the Occupancy Permit for the Property is conclusive evidence that the Works on the Property.
- 9.3 **Warranties**
- 9.3.1 The Vendor assigns to the Purchaser on and from the Settlement Date all the building warranties granted to the Vendor under the Building Contract which are capable of assignment in relation to the construction of the Property.
- 9.3.2 The Purchaser acknowledges that on completing the purchase of the Property under this Contract, the Purchaser will have (as the Vendor's successor in title) the benefit of the warranties by the Builder concerning construction of the Property specified in section 8 of the DBC Act.
- 9.3.3 To the extent that the Vendor is entitled to do so, the Vendor assigns to the Purchaser on the Settlement Date the benefit of any manufacturers' warranties given in favour of the Vendor or the Builder (if any) in respect of the Chattels.
- 9.4 **Post Settlement Construction**
- If the Works have not been completed on the Settlement Date, the Purchaser must:
- 9.4.1 not at any time after the Settlement Date:

- (a) object to the carrying out of the Works by the Builder or by any other party;
- (b) object to the dust, noise or other discomforts that may arise during the course of completion of the Works;
- (c) institute or prosecute any action or proceeding for injunctions or damages arising out of or connected with the completion of the Works by the Builder; or
- (d) exercise the Purchaser Rights against the Vendor or make any Claim against the Builder or any other person in relation to any nuisance, dust, noise or other inconvenience associated with any ongoing Works conducted in or around the Building after settlement; and

9.4.2 provide access to the Property to the Builder and the Vendor or their nominees after settlement for the purpose of completing the Works.

9.5 Natural products and other finishes

9.5.1 The Purchaser acknowledges and agrees that the materials used in the construction of the Property (particularly in the finishes and fittings) may:

- (a) comprise natural products (such as stone, timber and the like);
- (b) exhibit variations in the shade, colour, texture, surface, finish, markings or the like that contain natural fissures, lines, indentations or the like, and may fade or change colour over time;
- (c) expand, contract, or distort over time as a result of exposure to heat, cold, weather, or the like;
- (d) mark or stain if exposed to certain substances;
- (e) be damaged or disfigured by impact or scratching or other means; and
- (f) be subject to shade variations and manufacture batching or display imperfections in appearance or visual blemishes which may be more apparent in glancing light (for example: in carpet, tiles and other finishes).

9.5.2 The Purchaser must not make any objection, requisition or exercise the Purchaser Rights because of any of the occurrences referred to in special condition 9.5.1.

10. Non-Australian resident - FIRB warranty

10.1 If the Australian Resident box is ticked after the words 'FIRB-Purchaser's Status Declaration' in Schedule 1 of the Particulars of Sale or that section is otherwise not completed, then the Purchaser:

- 10.1.1 warrants to the Vendor, as an essential term of this Contract, that it is an Australian Resident and the acquisition of the Property by the Purchaser does not fall within the scope of the Takeovers Act and is not examinable by FIRB; and
- 10.1.2 agrees that if the warranty in Special condition 10.1.1 is breached, the Purchaser must indemnify the Vendor against any Loss which the Vendor suffers as a direct or indirect result of a breach of that warranty.

10.2 If the Non-Australian Resident box is ticked after the words 'FIRB-Purchaser's Status Declaration' in Schedule 1 of the Particulars of Sale:

- 10.2.1 the Purchaser must, as an essential term of this Contract, promptly after the Day of Sale take all reasonable steps to obtain FIRB approval pursuant to the Takeovers Act of this purchase (including to submit a valid FIRB approval application and pay

all associated fees within 5 Business Days of the Day of Sale) and keep the Vendor informed of the progress of the FIRB approval application;

10.2.2 the Purchaser must provide a copy of the Purchaser's passport to the Vendor on the Day of Sale;

10.2.3 this Contract is subject to the condition precedent that the Purchaser obtains FIRB approval pursuant to the Takeovers Act for the purchase of the Property within 40 days of the Day of Sale (**FIRB Sunset Date**) (or such other time as is mutually agreed between the parties in writing) failing which:

- (a) the Purchaser may by notice in writing within 5 Business Days of the FIRB Sunset Date (or such other time as is mutually agreed between the parties in writing) withdraw from this Contract; or
- (b) the Vendor may, at its discretion, elect to rescind this Contract by giving notice in writing to the Purchaser at any time prior to receiving written confirmation and evidence from the Purchaser that the Purchaser has obtained FIRB approval,

and the Deposit will be refunded to the Purchaser;

10.2.4 the Purchaser must, within 5 Business Days of any request by the Vendor, provide evidence that it submitted a valid FIRB approval application and paid all associated fees; and

10.2.5 the Purchaser must provide evidence of the FIRB approval to the Vendor's Solicitor immediately upon receipt.

10.3 If the Purchaser breaches Special condition 10.2.1, 10.2.2, 10.2.4 or 10.2.5, the Vendor may exercise its rights in relation to the default in accordance with General Conditions 27 and 28.

10.4 The Purchaser and any substitute or additional transferee nominated pursuant to General Condition 18 acknowledges that it is responsible for any fees payable in respect of an application to obtain FIRB approval.

11. Owners Corporation

11.1 Restriction of rights

While the Vendor remains the owner or occupier of any Lot or Lots on the Plan or is entitled to be registered as an owner of a Lot or Lots the Purchaser agrees to the extent permitted at law that:

11.1.1 the Purchaser must not exercise any of its rights or powers as a member of the Owners Corporation or any committee of the Owners Corporation in such a way as to:

- (a) hinder the completion of the construction of the Development or any future stage of the Development of any part of the Site; or
- (b) delay, impede or prevent the granting of any Approval for the Development or the future development of any part of the Site; or
- (c) hinder the Vendor's reasonable marketing activities; or
- (d) be contrary to the reasonable directions of the Vendor from time to time; or
- (e) delay, impede or prevent the passage of the special resolution to amend the Owners Corporation Rules as required by the Vendor (acting reasonably); and

- 11.1.2 the Purchaser must exercise its rights as a member of the Owners Corporation as directed by the Vendor (acting reasonably) from time to time.

11.2 Vendor may conduct activities

- 11.2.1 The Purchaser acknowledges that both before and after the Settlement Date, but only for as long as the Vendor remains an owner of a Lot or Lots, the Vendor and persons authorised by the Vendor may conduct selling activities from the Site;
- 11.2.2 The Purchaser waives all rights to make or take any objection to the methods used by the Vendor and persons authorised by the Vendor in their efforts to sell by public auction or otherwise the remaining Lots in the Development including without limitation, conducting public auctions and the use of the Common Property.
- 11.2.3 The Purchaser covenants with the Vendor that upon the Purchaser or any of the Purchaser's tenants being entitled to possession or occupation of the Property, they must not, and must ensure that all persons authorised by the Purchaser to occupy the Property do not, cause any nuisance which may hinder the marketing and sale of the Lots by the Vendor or its authorised agents.
- 11.2.4 This special condition 11.2 will not merge on settlement, but will continue in full force and effect.

11.3 Owners Corporation Rules

The Purchaser acknowledges and agrees that:

- 11.3.1 it has read and understood the Owners Corporations Rules and agrees that the Property is sold subject to the Owners Corporations Rules and, in particular, subject to:
- (a) the lot entitlement and lot liability and all other information set out in the Plan; and
 - (b) the provisions of the Owners Corporations Act and Owners Corporations Regulations as amended from time to time;
- 11.3.2 the Owners Corporation may make changes to the Owners Corporations Rules on or before the Settlement Date;
- 11.3.3 the Owners Corporation Rules or such other rules as are adopted do not apply to and are not enforceable against the Vendor or the Builder (or their respective agents, employees and contractors and related bodies corporate) where to do so would delay, impede or prevent the repair works, the ongoing Works or the reasonable marketing activities being carried out; and
- 11.3.4 it must not, nor cause anybody on its behalf to either directly, or indirectly hinder, delay, impede, object or prevent the Vendor from exercising its rights under this special condition.

11.4 Common Property

The Purchaser acknowledges and agrees that:

- 11.4.1 the Vendor has appointed a manager for the Common Property;
- 11.4.2 to the extent permitted at law, the Vendor (acting reasonably) may or may permit the Owners Corporation to:
- (a) install, affix or erect structures of whatever nature including but not limited to signage on or to the roof or walls of any parts of the Common Property;

- (b) install cabling, line links, head ends, wiring, conduits, boxes, wall plates, splitters, embedded networks and, other electronic equipment and facilities on any part of the Common Property as would be reasonably required for a project of the scale of the Development;
- (c) grant a licence over Common Property;
- (d) enter into agreements with service providers for the purposes of complying with any requirements contemplated pursuant to the Planning Permit or any agreement entered, or to be entered into, pursuant to section 173 of the Planning and Environment Act 1987 (Vic) (including with respect to the waste management requirements at the Development);
- (e) install furniture, tables, chairs or other equipment in Common Property areas;
- (f) screen or fence off parts of the Common Property;
- (g) grant leases or licenses of parts of the Common Property on such terms and conditions as the Vendor or Owners Corporation sees fit as would be reasonably required for a project of the scale of the Development (including a licence or lease to the Retail Lot(s) to use Common Property (if applicable);
- (h) change the area or use of the Common Property;
- (i) create or reserve such easements or reservations over areas of the Common Property as may be necessary to give effect to and to protect the rights of ownership of and access to equipment and facilities within such areas; and
- (j) enter into long-term agreements for the supply of Utilities to the Site.

The Purchaser must not exercise any of the Purchaser Rights including making any objection, requisition or claim or rescinding, terminating or delaying settlement of this Contract because of anything contemplated by special condition 11.4.

11.5 Other licences and agreements

The Purchaser acknowledges and agrees that:

- 11.5.1 the Vendor may (but is not obliged to) cause the Owners Corporation to (and pass the necessary resolution or resolutions where it is necessary to do so):
- (a) grant the Vendor and/or third parties a licence and/or lease for signage and other purposes related to or complementary to the Development (for example: to grant signage rights, operating or seating licences or leases to the Vendor or third parties over the Building including owners and occupiers of Retail Lots);
 - (b) enter into facilities management agreements, service agreements or management plans in relation to the Common Property including plans relating to general maintenance, environmental health, public open space, heritage and occupational health and safety;
 - (c) enter into agreements with third parties (to the extent that it is able and subject to compliance with all Laws) for the exclusive right to provide the Property and/or the Building services or Utilities;
 - (d) enter into agreements with third parties (to the extent that it is able to do so and subject to compliance with all Laws) for the exclusive right to provide the Property services or Utilities, including in relation to the operation of the Recreational Facilities; and

- (e) agreements with service providers as contemplated by special condition 15;
- 11.5.2 any leases granted by the Owners Corporation may be long term and at a nominal rent for the term;
- 11.5.3 if the Owners Corporation enters into such leases, licences or agreements, it purchases the Property subject to any such lease, licence or agreement; and
- 11.5.4 the documents contemplated by special condition 11.5.1 may be granted to the Vendor or a Related Body Corporate of the Vendor; and
- 11.5.5 the Purchaser will not make any objection, requisition or exercise the Purchaser Rights because of anything contemplated by this special condition; and
- 11.5.6 it must not make any objection, requisition or exercise the Purchaser Rights because of anything contemplated by this special condition.

12. Mixed Use Development

12.1 The Purchaser acknowledges that:

- 12.1.1 the Property is located within a Development which consists of a mix of residential lots and Retail Lots which are intended for multiple uses, which may include:
 - (a) apartments and townhouses;
 - (b) public retail spaces and restaurants;
 - (c) public gymnasium;
 - (d) public open spaces;
 - (e) office space;
- 12.1.2 the Vendor may in its absolute discretion determine:
 - (a) which (if any) of the uses set out in special condition 12.1.1 it will deliver as part of the Development; and
 - (b) the timing and completion of any Building Works to deliver the uses set out in special condition 12.1.1, which may be after the Building Works for the Property are complete;
- 12.1.3 the Site contains a multi-level development and there may be noise, activities, and events within the Development, including without limitation, from the operation of the Retail Lots.

13. Restriction on re-sale

- 13.1 The Purchaser must not sell, transfer or otherwise dispose of or enter into a contract of sale to sell, transfer or otherwise dispose of (other than a mortgage to finance its acquisition of the Property under this Contract) the whole or any part of its interest in the Property without obtaining the consent of the Vendor on or before the Settlement Date.
- 13.2 The Purchaser must not, either before or after settlement erect or cause to be erected, any sign, notice or advertisement on the Site or the Property.
- 13.3 The Purchaser must not assign or transfer the Purchaser's rights or interest pursuant to this Contract prior to the Settlement Date.

- 13.4 Without limiting special condition 13.2, on or before the Settlement Date, the Purchaser must not without the prior written consent of the Vendor (which may be given or withheld at the Vendor's discretion or subject to conditions that the Vendor reasonably deems fit) publish or broadcast, or cause to be published or broadcasted, any notice or advertisement (including any sign, notice or advertisement in print, electronic or online form) which, in the Vendor's opinion, is published:
- 13.4.1 to advertise the Property for sale;
 - 13.4.2 in connection with a proposed nomination by the Purchaser of a substitute or additional transferee pursuant to GC18 of this Contract; or
 - 13.4.3 in an attempt to find or secure a person who the Purchaser may wish to nominate as a substitute or additional transferee pursuant to GC18 of this Contract.
- 13.5 If the Purchaser breaches special conditions 13.1, 13.2 or 13.4, the Purchaser must procure the removal of such sign(s), notice(s) or advertisement(s) within 2 Business Days after receiving a written request from the Vendor or the Vendor's Solicitor to do so, failing which, and without limiting any of the Vendor's rights under this Contract, the Purchaser irrevocably appoints the Vendor as its attorney to do all things necessary to cause any such sign(s), notice(s) or advertisement(s) to be removed or withdrawn.
- 13.6 The Purchaser indemnifies the Vendor against any loss arising out of a breach of this special condition 13.
14. **Hazardous Materials**
- On and from the Settlement Date, the Purchaser:
- 14.1 assumes full responsibility for the presence of Hazardous Materials on the Property and anything incidental to them, including compliance with all relevant legislation, all Property Controls and Requirements in respect of them;
 - 14.2 agrees to keep the Vendor indemnified against the following, except to the extent caused by the Vendor:
 - 14.2.1 all Loss resulting in any way from the failure of the Purchaser to comply with the responsibilities referred to in special condition 14.1;
 - 14.2.2 all Loss resulting in any way from the existence of Hazardous Materials on or emanating from the Property, including actions based on injury to any person or property; and
 - 14.3 waives all Purchaser Rights in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the Property.

15. Connection of Services

- 15.1 the Purchaser acknowledges that the Vendor may have:
- 15.1.1 arranged for suppliers to install the following in the Building:
 - (a) an embedded electrical network;
 - (b) cold and hot water services; and
 - (c) heating, ventilation and air-conditioning services;
 - 15.1.2 entered into or cause the Owners Corporation to enter into an agreement with any such suppliers in respect of such networks and services (and to cause the Owners

Corporation to pass the necessary resolution or resolutions where it is necessary to do so); and

15.1.3 subject to all Laws, retain any signing fees paid by the relevant suppliers to the Vendor to enter into such an agreement.

15.2 At settlement, the Purchaser must pay or reimburse the Vendor any connection fee paid or payable to the suppliers for the connection of the services referred to in special condition 15.1.1 and related services to the Property including the cost of any associated meters.

The Purchaser must not exercise the Purchaser Rights in relation to this special condition

16. Execution of necessary documents

Each party to this Contract must execute and deliver all such documents, instruments and writings and must do or procure to be done all such acts and things necessary or desirable or reasonable to give effect to this Contract.

17. Utilities

17.1 The Purchaser acknowledges that the Property is sold subject to all Utilities (if any) affecting the Property.

17.2 The Purchaser must not exercise the Purchaser Rights:

17.2.1 by reason of any Utility which is a joint service with any other land or building;

17.2.2 by reason of any Utility servicing the Property or any other property passing through, under or over the Land whether subject to a registered easement or otherwise; or

17.2.3 if, as a result of the presence of Utilities on the Land, any Authority or any other person or property has the benefit of any right or easement over the Property in respect of Utilities.

17.3 The Purchaser acknowledges that the Utilities may be laid outside the boundary of the Property and it is the responsibility of the Purchaser to connect those Utilities to the Property, including a payment of any connection fee.

18. Vendor financing

The Vendor may at any time prior to settlement, mortgage, assign charge or otherwise deal in any of its rights, privileges, benefits or obligations under this Contract or all or part of the Property without reference to the Purchaser.

19. Insolvency Event Deemed Default

19.1 If an Insolvency Event occurs in relation to the Purchaser or any Guarantor, the Purchaser is deemed to have fundamentally breached a term of this Contract at the time that the Insolvency Event occurs and the Vendor may terminate this Contract at any time after the Insolvency Event by notice in writing to the Purchaser.

19.2 An Insolvency Event in respect of the Vendor does not constitute a breach of this Contract by the Vendor.

20. Vendor's Statement

The Purchaser acknowledges that:

20.1 prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended to legally bind the Purchaser, the Purchaser has been given:

- 20.1.1 a Vendor's Statement in writing containing the particulars required by Section 32(1) of the Sale of Land Act (as amended); and
- 20.1.2 a due diligence checklist in accordance with sections 33A and 33B of the Sale of Land Act;
- 20.2 the Purchaser has read and understood those documents including all attachments; and
- 20.3 no promise with respect to the obtaining of a loan of money to defray some or all of the cost of the Price has been made by or on behalf of the Vendor's Agent.

21. **Vendor to assign**

If prior to the Settlement Date, a party other than the Vendor is or becomes registered proprietor of the Property or the Vendor's rights under this contract are assigned to another party then, upon receipt of a notice of assignment from the Vendor, the Purchaser must perform any obligations imposed upon the Purchaser under this contract in favour of the party who is or becomes registered proprietor of the Property or to whom the Vendor's rights under this contract are assigned. The Purchaser must not exercise any Purchaser Rights or seek compensation of any kind in respect of any of the matters set out in this special condition.

22. **Novation**

- 22.1 In consideration of the Purchaser agreeing to entering into this Contract, if at any time the Vendor (in its sole and unfettered discretion) directs the Purchaser in writing to do so, the Purchaser and any Guarantor must execute:

- 22.1.1 a deed in the form prepared by the Vendor (acting reasonably) novating this Contract to a third party (**New Vendor**); and

- 22.1.2 a Vendor's Statement in the form prepared by the New Vendor.

- 22.2 If this Contract is novated to a New Vendor, the Purchaser:

- 22.2.1 irrevocably authorises the Vendor's Solicitor to transfer the Deposit to the New Vendor's solicitor to be held in accordance with the Sale of Land Act; and

- 22.2.2 must not exercise any Purchaser Rights in respect of special conditions 22.1 or 22.2 or any matter arising from special conditions 22.1 or 22.2.

- 22.3 If the Purchaser breaches special condition 22.2 the Purchaser must immediately pay the Deposit in cleared funds to the Vendor's Solicitor.

- 22.4 The Purchaser irrevocably appoints the New Vendor and each authorised officer of the New Vendor individually as the Purchaser's attorney (**Attorney**) and agrees to ratify anything an attorney does under special condition 22.5.

- 22.5 In the event of either the Purchaser or the guarantor, or both, failing to comply with their obligations in special condition 22.1, the Attorney may do whatever is necessary or convenient to enable the Vendor to procure that the Purchaser and the guarantor enter into a deed of novation including signing the deed of novation as attorney for either the Purchaser or guarantor. The purpose of this power of attorney is to enable the Vendor to transfer the Vendor's interest to the New Vendor in accordance with its rights under this special condition 22.

23. **Capacity of Trustee**

23.1 **Capacity**

The Trustee enters into this Contract only in its capacity as Trustee of the Trust Property, and in no other capacity.

23.2 Limitation of liability of Trustee

23.2.1 The Trustee's liability to any person in connection with this Contract (or any transaction in connection with it) is limited, and can be enforced against the Trustee, only to the extent which both the following apply:

- (a) the liability can be satisfied out of the Trust Property by the Trustee exercising its right of indemnity out of the Trust Property; and
- (b) the Trustee is actually indemnified for the liability.

23.2.2 Payment by the Trustee of an amount equal to the amount (if any) it receives under its right of indemnity in respect of any such liability constitutes a complete discharge by the Trustee of that liability.

23.2.3 If any other party to this Contract does not recover all money owing to it arising from non-performance of the Trustee's obligations under this Contract by enforcing the rights referred to in special condition 23.2.1, it may not seek to recover the shortfall by either of the following:

- (a) bringing proceedings against the Trustee in its personal capacity; or
- (b) applying to have the Trustee wound up or proving in the winding up of the Trustee.

23.2.4 This special condition 23.2 applies despite anything else in this Contract but subject to special condition 23.3.

23.3 When the limitation does not apply

The limitation under special condition 23.2 does not apply to a liability to the extent that it is not satisfied because there is a reduction in the extent of the Trustee's indemnification out of the Trust Property either as a result of the Trustee's fraud, negligence, wilful default, or by operation of law. To the extent that an act or omission is caused or contributed to by any other person, that act or omission is not fraud, negligence or wilful default by the Trustee for the purposes of this special condition 23.3.

23.4 Liability must be limited

The Trustee is not obliged to do nor not do anything in connection with this Contract (including enter into any other document or transaction or incur any liability) unless the Trustee's liability is limited in a manner which is consistent with this special condition 23.

23.5 Definitions

In this special condition:

23.5.1 **Trust** means 220 Chapel Road Trust ABN 51 773 730 166

23.5.2 **Trust Property** means, all of the Trustee's present and future rights, property and undertaking which are the subject of the Trust of whatever kind and wherever situated; and

23.5.3 **Trustee** means 220 Chapel Road, Keysborough Pty Ltd (ACN 609 206 528).

24. Trust

If the Purchaser is buying the Property as trustee of a trust (**Trust**) then:

24.1 the Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;

- 24.2 the Purchaser warrants that the Purchaser has power under the Trust to enter into this Contract; and
- 24.3 if the trustee is an individual, that signatory is personally liable under the Contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser;
- 24.4 the Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and
- 24.5 the Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

25. **Indemnity**

Subject to any provision to the contrary in this Contract, the Purchaser must indemnify and keep indemnified the Vendor against all Loss of any nature whatsoever which the Vendor may suffer, sustain or incur on or subsequent to the Settlement Date or from events or occurrences happening or arising on or subsequent to the Settlement Date out of or in respect of the Property or any act, matter or thing occurring on the Property, to the extent such Loss was caused or contributed to by the Purchaser.

26. **No warranties**

The Purchaser acknowledges that it:

- 26.1 has made all the enquiries with Authorities that a prudent and careful person would make before entering into this Contract;
- 26.2 enters into this Contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgment; and
- 26.3 has not relied, and does not rely, on any representation or warranty of any nature made by or on behalf of the Vendor, the Vendor's Solicitors or the Vendor's Agent other than those expressly set out in this Contract.

27. **Non-merger**

Any provision of this Contract, which is capable of taking effect after settlement of this Contract, does not merge on settlement but rather continues in full force and effect.

28. **Whole agreement**

The covenants provisions terms and agreements contained in this Contract expressly or by statutory implication cover and comprise the whole of the agreement between the parties and the parties expressly agree and declare that no further or other covenants agreements provisions or terms are deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement by reason of any promise representation warranty or undertaking given or made by either party to the other on or before the execution of this Contract and the existence of any such implication or collateral or other agreement is hereby expressly negated.

29. **Personal Information**

- 29.1 In this special condition:

29.1.1 **Privacy Act** means the *Privacy Act* 1988 (Cth) and any ancillary rules, regulations, guidelines, orders, directions, directives, codes of conduct or practice or other instrument made or issued under it, including:

- (a) any consolidation, amendment, re-enactment or replacement of any of them;
and

(b) the Australian Privacy Principles under that Act.

29.1.2 **Personal Information** has the meaning given to it in the Privacy Act.

29.2 The Purchaser consents to the collection, use and disclosure of the Personal Information of the Purchaser by the Vendor and its related entities:

29.2.1 for entering into, administering and completing this Contract and any development by the Vendor referred to in this Contract;

29.2.2 for planning, marketing and product development by the Vendor or a Related Body Corporate including in relation to a development other than the Development;

29.2.3 to comply with the Vendor's obligations or to enforce its rights under this Contract;

29.2.4 to owners of adjoining land to enable them to deal with the Purchaser concerning any development or other work which they wish to undertake on their land (including disclosure of personal information to contractors to assist adjoining land owners to comply with their obligations and to enforce their rights in relation to fencing);

29.2.5 to surveyors, engineers and other parties who are engaged by the Vendor to carry out works which may affect the Property;

29.2.6 to service providers engaged by the Vendor, such as legal advisers, financial advisers, information technology and data storage providers, market research organisations, mail houses and delivery companies;

29.2.7 to any third party who has a right or entitlement to share in the monies paid or payable to the Vendor under this Contract or takes or proposes to take an assignment of novation of the Vendor's rights under this Contract;

29.2.8 to any of the Vendor's financiers and those financier's advisers; and

29.2.9 in other circumstances where the Vendor is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act.

30. **Pre-Settlement Inspection**

30.1 The Purchaser may inspect the Property at an agreed time during the period of 14 days preceding and including the Settlement Date, but not more than once (**Pre-settlement Inspection**), and on the condition that in exercising its rights under this special condition 30, the Purchaser:

30.1.1 must be accompanied by a customer relations consultant of the Vendor; and

30.1.2 acknowledges that failure to undertake a Pre-settlement Inspection must not, in any way, delay Settlement; and

30.1.3 must comply with any direction of the Vendor in relation to the time and date of its Pre-settlement inspection.

30.2 The Purchaser acknowledges that:

30.2.1 it may be required to undertake a Site induction program before conducting the Pre-settlement Inspection;

30.2.2 it must comply with all reasonable requirements of the Vendor in relation to the Pre-settlement Inspection including, without limitation, all requirements relating to occupational health and safety; and

- 30.2.3 it must not make any objection requisition or claim nor exercise any Purchaser Rights if, as a result of special conditions 30.2.1 or 30.2.2, the Purchaser is not able to undertake a Pre-settlement Inspection.

31. Delayed Settlement

Without limiting any other rights of the Vendor, if the Purchaser:

- 31.1 fails to settle on the due date for settlement as set out in the particulars of sale to this Contract (**Due Date**); or
- 31.2 requests an extension to the Due Date,
- the Purchaser must pay to the Vendor's Solicitors an amount of \$500 plus GST representing the Vendor's additional legal costs and disbursements.

32. Commercial Interests

- 32.1 The Vendor discloses, and the Purchaser acknowledges and agrees that all of the provisions in this Contract, including the provisions listed below in special condition 32.2, are reasonably necessary to protect the Vendor's legitimate interests by:

- 32.1.1 providing the Vendor with sufficient flexibility in the design, planning, construction and management of the Development; and
- 32.1.2 ensuring that the Vendor has sufficient flexibility under this Contract if the economic viability of the Development for the Vendor is materially affected by anything including changes in market conditions, construction costs or other matters.

- 32.2 Without limiting the operation of special condition 32.1, the parties agree that the following are reasonably necessary to protect the Vendor's legitimate interests for the reasons stated in special condition 32.1:

- 32.2.1 General Condition 18 (Nominee);
- 32.2.2 Special Condition 4 (Caveat or Priority Notice);
- 32.2.3 Special Condition 5 (Property Controls);
- 32.2.4 Special Condition 6 (Encumbrances);
- 32.2.5 Special Condition 9 (Building Works);
- 32.2.6 Special Condition 10 (Non-Australian Resident – FIRB warranty);
- 32.2.7 Special Condition 11 (Owners Corporation);
- 32.2.8 Special Condition 12 (Mixed Use Development);
- 32.2.9 Special Condition 13 (Restriction on Re-Sale);
- 32.2.10 Special Condition 14 (Hazardous Materials);
- 32.2.11 Special Condition 18 (Vendor Financing);
- 32.2.12 Special Condition 19 (Insolvency Event Deemed Default);
- 32.2.13 Special Condition 21 (Vendor to assign);
- 32.2.14 Special Condition 22 (Novation);

- 32.2.15 Special Condition 25 (Indemnity);
- 32.2.16 Special Condition 26 (No Warranties); and
- 32.2.17 Special Condition 31 (Delayed Settlement).

33. **Stamp duty**

33.1 The parties agree to adopt the following process in respect of the on-line duties form:

- 33.1.1 the Vendor or the Vendor's Solicitor must create the on-line duties form and invite the Purchaser to complete and sign the form within 10 days of the due date for settlement;
- 33.1.2 the Purchaser must accept the Vendor's on-line duties form invitation within 5 days of receipt;
- 33.1.3 the Purchaser must ensure that the on-line duties form is signed and completed no later than 5 days before settlement;
- 33.1.4 if the Purchaser has complied with special condition 33.1.3, the Vendor must sign the on-line duties form no later than 3 days before settlement;
- 33.1.5 once the on-line duties form is signed by both parties, the Purchaser must not unsign or make any changes to the form without the Vendor's prior written consent;
- 33.1.6 despite special condition 33.1.5, the on-line duties form must not be unsigned or amended by the Purchaser on the Settlement Date; and
- 33.1.7 if the Purchaser fails to comply with special condition 33.1.6 and unsigns or amends the on-line duties form on the Settlement Date, the Vendor is not required to effect settlement until the next Business Day after the on-line duties form is signed by both parties. The Purchaser will be deemed to default in payment of the balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 33.1.7, the Vendor effects settlement after the date settlement is due under this Contract and special condition 31 will apply.

33.2 The Purchaser warrants to the Vendor, as at the date that settlement takes place, that the information provided by it in the on-line duties form is true and correct and agrees that, if this warranty is breached, it must indemnify the Vendor against any penalties, fines, legal costs, claims, losses or damages which the Vendor suffers as a direct result of a breach of that warranty.

33.3 The Purchaser must provide the Vendor with a settlement statement in respect of the completed on-line duties form signed by both parties on the date settlement is due under this Contract. The Vendor is not required to effect settlement until the Purchaser has provided the Vendor with a settlement statement in respect of the completed on-line duties form signed by both parties if the Purchaser fails to give the settlement statement in accordance with this special condition. The Purchaser will be deemed to default in payment of the Balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 33.3, the Vendor effects settlement after the date settlement is due under this Contract.

33.4 The Purchaser acknowledges and agrees that:

- 33.4.1 neither the Vendor nor anyone acting on its behalf has made any warranty to the Purchaser as to the stamp duty payable by the Purchaser in connection with the sale and transfer of the Property under this Contract and that the Purchaser has made its own enquiries and investigations;

- 33.4.2 it is liable to pay any amount of duty assessed by the State Revenue Office;
- 33.4.3 if the Purchaser is a foreign purchaser, as that term is defined in section 3(1) of the Duties Act 2000 (Vic), the Purchaser is liable to pay additional stamp duty at a rate of 8% (or such other rate applying to additional stamp duty payable by foreign purchasers from time to time) of the Price and the Vendor has not made any representation or warranty to the Purchaser concerning the amount of such additional stamp duty; and
- 33.4.4 it must not make any objection, requisition or exercise the Purchaser Rights because of the amount of stamp duty assessed in connection with the sale and transfer of the Property to the Purchaser under this Contract.

34. Electronic Conveyancing

34.1 In this special condition:

ECNL means the Electronic Conveyancing National Law Victoria;

Electronic Settlement means settlement of a conveyancing transaction by the use of an Electronic Lodgement Network within the meaning of the ECNL operated by an ELNO;

ELN means Electronic Lodgement Network;

ELNO means Electronic Lodgement Network Operator within the meaning of the ECNL; and

Settlement Parties means the Vendor, Purchaser, their respective financiers (if any) and any other parties that are required to be a party to the ELN to effect settlement.

34.2 The parties agree to effect an Electronic Settlement unless the Registrar's guidelines or Laws from time to time require the parties to effect a paper settlement.

34.3 The Purchaser agrees to act in good faith to do all things necessary to give effect to an Electronic Settlement including:

34.3.1 signing and lodging all necessary documents and compelling the Settlement Parties for whom it is responsible to do so;

34.3.2 being, or engaging a representative who is, a subscriber for the purposes of the ECNL;

34.3.3 ensuring that all other Settlement Parties for whom it is responsible are, or engage, a subscriber for the purposes of the ECNL; and

34.3.4 complying with any requirements of the ECNL and an ELNO and compelling the Settlement Parties for whom it is responsible to do so.

34.4 Without limiting special condition 34.3, the parties agree to adopt the following process in respect of an Electronic Settlement:

34.4.1 the Vendor or the Vendor's Solicitor must open the workspace and invite the Purchaser or its representative to the workspace within 5 Business Days of settlement;

34.4.2 the Purchaser must accept the invitation (including the Settlement Date and time) under special condition 34.4.1 within 2 Business Days of receiving it;

34.4.3 the Purchaser must prepare the transfer of land, notice of acquisition and lodging instructions, and ensure the Document Verification Results are displayed as 'successful', no later than 3 Business Days before settlement is due under this Contract;

- 34.4.4 the Purchaser must ensure that the transfer of land and notice of acquisition are signed and completed correctly no later than 2 Business Days before settlement is due under this Contract;
 - 34.4.5 once the transfer of land and notice of acquisition are signed by both parties, the Purchaser must not unsign or make any changes to the documents without the Vendor's prior written consent. The Purchaser must ask the Vendor for consent in writing to any changes at least 1 Business Day before settlement is due under this Contract;
 - 34.4.6 once the Purchaser accepts the Settlement Date and time, the Purchaser must not, and must procure that its financier does not, change the Settlement Date or time without the Vendor's prior written consent;
 - 34.4.7 the Purchaser or the Purchaser's Solicitor must prepare the adjustments and input destination funds into the ELN no later than 2 days before settlement is due under this Contract;
 - 34.4.8 the Purchaser must input source funds into the ELN no later than 1 Business Day before settlement is due under this Contract;
 - 34.4.9 if the Vendor has complied with its obligations in this special condition 34.4, the Purchaser must do everything necessary to ensure the workspace is able to be 'Ready Ready' by at least 2 hours before the time the Vendor has nominated for settlement on the Settlement Date;
 - 34.4.10 if the Purchaser fails to comply with special condition 34.4.9, the Vendor is not required to effect settlement until a day on which the workspace is able to be 'Ready Ready' by at least 2 hours before the time the Vendor nominates for settlement. The Purchaser will be deemed to default in payment of the Balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 34.4.10 the Vendor effects Electronic Settlement after the date settlement is due under this Contract;
 - 34.4.11 subject to special condition 34.4.9, once the workspace is 'Ready Ready', the Vendor is ready, willing and able to settle and the Purchaser must effect settlement; and
 - 34.4.12 if, pursuant to special condition 34.4.10 the Vendor effects Electronic Settlement after the date settlement is due under this Contract or the Purchaser fails to effect settlement on the date settlement is due under this Contract in accordance with special condition 34.4.11, in addition to all of the Vendor's other rights, special condition 31 will apply.
- 34.5 The Purchaser acknowledges that:
- 34.5.1 the workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation;
 - 34.5.2 settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the Land have been accepted for electronic lodgement.
- 34.6 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.

- 34.7 The Vendor is not responsible for any error caused by the ELN or ELNO.
- 34.8 The Purchaser and the Vendor must not make any Claim on the Vendor's Solicitor for any matter arising out of this special condition 34.
- 34.9 The parties agree that if there is any inconsistency between this special condition and the General Conditions and other special conditions then, except in the case of manifest error, to the extent of any inconsistency this special condition will prevail and have priority over the General Conditions and other special conditions.

35. Substation

- 35.1 The Purchaser acknowledges that:
- 35.1.1 there is a substation situated on the Site in relation to which an electricity authority will have 24 hour rights of access and maintenance including to the substation and/or entry points of the Development. In the case of emergency the electricity authority will have the right to transfer the Development to emergency mode and prevent access to the Development;
 - 35.1.2 there may be a substation lease entered into with the electricity authority in relation to the substation;
 - 35.1.3 the electricity authority may lodge a caveat in respect of the certificate of title to the Site, or part thereof to record its interest; and
 - 35.1.4 the electricity authority may require specific cable and carriageway easements to be registered on the Plan.
- 35.2 Any substation lease entered into, caveat lodged or easement as contemplated by this special condition 35 will not constitute a defect in title to the Property or the Common Property.
- 35.3 The Purchaser must:
- 35.3.1 not exercise any Purchaser Rights in relation to any act, matter or thing contained in or required by any matter referred to in special condition 35; and
 - 35.3.2 if required by the Vendor do all acts, matters and things including executing all consents, orders and applications necessary in order to have any lease entered into or caveat registered by the Registrar.

36. Foreign resident capital gains withholding payments

If:

- 36.1 Subdivision 14 –D of Schedule 1 of the TA Act applies to this Contract; and
- 36.2 on or before settlement of this Contract, the Vendor gives to the Purchaser a clearance certificate issued by the Commissioner of Taxation under subsection 14-220 of Schedule 1 of the TA Act,
- the Purchaser must not withhold any money payable by the Purchaser under this Contract for the purpose of Subdivision 14-D of Schedule 1 of the TA Act.

37. GST Withholding Payments and Notifications

- 37.1 In this special condition 37, terms have the following meanings:
- 37.1.1 **GST Withholding Amount** means the amount, specified in the Vendor Notice, that the Purchaser is required to pay (if any) to the Commissioner under section 14-250 of Schedule 1 of the TA Act;

- 37.1.2 **Form 1** means a '*Form One: GST Property Settlement Withholding Notification*' notice that the Purchaser is required to lodge with the Commissioner under section 16-150(2) of Schedule 1 of the TA Act;
- 37.1.3 **Form 2** means a '*Form Two: GST Property Settlement Date Confirmation*' notice that the Purchaser is required to lodge with the Commissioner under section 16-150(2) of Schedule 1 of the TA Act; and
- 37.1.4 **Vendor Notice** means a notice that the Vendor is required to give under section 14-255(1) of Schedule 1 of the TA Act.
- 37.2 The Vendor must serve a Vendor Notice, in accordance with the requirements of section 14-255 of Schedule 1 of the TA Act, to the Purchaser no later than 5 Business Days before the Settlement Date.
- 37.3 If a Vendor Notice given to the Purchaser provides that the Purchaser must pay a GST Withholding Amount to the Commissioner, the Purchaser must lodge a Form 1 with the Commissioner and provide the Vendor a copy of the Form 1 as lodged (including the payment reference number and lodgement reference number) at least 2 Business Days before the Settlement Date. If the Purchaser fails to give a copy of the Form 1 (including the payment reference number and lodgement reference number) in accordance with this special condition, the Vendor is not required to effect settlement until 2 Business Days after the Purchaser has provided the Vendor with a copy of the Form 1 (including the payment reference number and lodgement reference number). The Purchaser will be deemed to default in payment of the Balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 37.3, the Vendor effects settlement after the date settlement is due under this Contract.
- 37.4 If a Vendor Notice given to the Purchaser provides that the Purchaser must pay a GST Withholding Amount to the Commissioner:
- 37.4.1 the Purchaser must provide a bank cheque to the Vendor at settlement that is payable to the Commissioner for the GST Withholding Amount;
- 37.4.2 the Purchaser authorises the Vendor to submit the bank cheque to the Commissioner; and
- 37.4.3 the Purchaser authorises the Vendor's Solicitor to act as the Purchaser's agent and representative (and in doing so the Vendor's Solicitor is not the agent of the Vendor) to lodge the Form 2 with the Commissioner; and
- 37.4.4 for the avoidance of doubt:
- (a) the Vendor will submit the bank cheque to the Commissioner; and
- (b) the Vendor's Solicitor (as agent and representative of the Purchaser) will lodge the Form 2 with the Commissioner.
- 37.5 The Purchaser's obligation in special condition 37.4 will be discharged if the Purchaser:
- 37.5.1 pays the GST Withholding Amount to the Commissioner via an Electronic Lodgement Network as part of an Electronic Settlement if the Electronic Lodgement Network allows the payment of GST to the Commissioner; and
- 37.5.2 lodges the Form 2 with the Commissioner and provides a copy of the Form 2 (as lodged with the Commissioner) to the Vendor at settlement.
- 37.6 If the Purchaser is registered (within the meaning of the GST Act) and acquires the Property for a creditable purpose, the Purchaser must give written notice to the Vendor stating this as soon as practicable but in any event, no later than 10 Business Days before the Settlement

Date and the parties agree that, if the Property is "potential residential land" (within the meaning of the GST Act), special conditions 37.1 to 37.5 will not apply.

37.7 This special condition 37 does not merge on settlement.

38. Electronic Exchange

38.1 This special condition only applies if the box in Schedule 1 to the Particulars of Sale marked "electronic exchange" has been ticked.

38.2 The Vendor and Purchaser acknowledge and agree that this Contract will be executed and entered into using electronic means.

38.3 The Purchaser acknowledges and agrees that it received and reviewed an entire copy of the Vendor's Statement (duly signed by the Vendor in accordance with the Sale of Land Act) and this Contract prior to applying its electronic signature and agrees to be bound by its terms and conditions.

38.4 The parties acknowledge and agree that the execution and exchange of this Contract will be effected as follows:

38.4.1 first, the Purchaser will execute the Vendor's Statement and then this Contract by way of electronic signature;

38.4.2 second, the Vendor will execute this Contract by way of an electronic signature;

38.4.3 third, the Contract will be exchanged by email or other electronic means; and

38.4.4 lastly, a copy of the Contract as executed and exchanged will be provided to the parties.

38.5 If, at any time, as a result of this Contract being entered into using electronic means the Contract or any of its terms and conditions are invalid or unenforceable or the Vendor or Purchaser are not bound by them, the parties agree to execute and exchange printed copies of the Contract and Vendor's Statement (in the same form and with the same Day of Sale as set out in this document) and to take such other steps or provide such assurances as are reasonably necessary to satisfy the Vendor's financier that the Contract is binding upon the parties and enforceable.

38.6 If, at any time, as a result of this Contract being entered into using electronic means the Vendor is advised or reasonably believes that it will be unable to obtain sufficient finance for and to carry out the Development, the parties agree to execute and exchange printed copies of the Contract and Vendor's Statement (in the same form and with the same Day of Sale as set out in this document) and to take such other steps or provide such assurances as are reasonably necessary to satisfy the Vendor's financier that the Contract is binding upon the parties and enforceable.

38.7 Nothing in this special condition prevents or restricts the parties from executing and exchanging physical copies of the Contract.

38.8 If the Purchaser fails to comply with special conditions 38.5 and/or 38.6, the Purchaser appoints the Vendor's Solicitors as its attorney to execute two printed copies of the Contract on the Purchaser's behalf.

38.9 The Purchaser must not exercise any Purchaser Rights in respect of any matter contemplated in this special condition.

39. Capacity of Vendor Signatories

The Purchaser acknowledges and agrees that if an attorney has executed this Contract as an attorney of the Vendor (**Attorney**):

- 39.1 the Attorney executes this Contract as attorney of the Vendor, and not in its personal capacity, and does not assume personal liability under any warranty or obligation of the Vendor in this Contract;
- 39.2 it releases the Attorney from any personal liability whatsoever, and covenants with the Attorney not to seek to bring proceedings against the Attorney in its personal capacity;
- 39.3 it waives all Purchaser Rights in relation to the matters raised in this special condition; and
- 39.4 it will indemnify the Attorney against any Claim against the Attorney or that the Attorney may suffer as a result of a breach of this special condition by the Purchaser.

Annexure A

Guarantee and Indemnity

To: 220 Chapel Rd Keysborough Pty Ltd (ACN 609 206 528) (Vendor)

By: the guarantors named in the schedule (Guarantors)

In consideration of the Vendor entering into the contract of sale as detailed in the schedule (**Contract**) with the purchaser named in the schedule (**Purchaser**) at our request, we the Guarantors jointly and severally **guarantee and indemnify** you as follows:

1. The Guarantors will pay you on demand by you all amounts payable under the Contract which are not paid by the Purchaser within the time prescribed in the Contract for payment whether or not demand for those amounts has been made by you on the Purchaser.
2. The Guarantors will observe and perform on demand by you all covenants and obligations binding the Purchaser with which the Purchaser has failed to comply within the time prescribed in the Contract, whether or not demand for such observance or performance has been made by you on the Purchaser.
3. You may without affecting this guarantee and indemnity:
 - 3.1 grant time or other indulgence to or compound or compromise with or release the Purchaser or any person or corporation who is liable jointly with the Guarantors or either of them in respect of any other guarantee or security; or
 - 3.2 release part with abandon vary relinquish or renew in whole or in part any security document of title asset or right held by you.
4. All amounts you receive from the Purchaser, including any dividends upon the liquidation of the Purchaser or from any other person or corporation or from the realization or enforcement of any security capable of being applied by you in reduction of the indebtedness of the Purchaser will be regarded for all purposes as payment in gross without any right on the part of the Guarantors to stand in your place or claim the benefit of any amounts so received, until the Guarantors have paid the total indebtedness of the Purchaser.
5. If the Purchaser is liquidated, the Guarantors authorise you to prove for all moneys which the Purchaser has paid under this Contract and to retain and to carry to a suspense account and appropriate at your discretion any dividends received until you have been paid in full in respect of the Purchaser's indebtedness to you. The Guarantors in your favour waive all rights against you and the Purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this guarantee and indemnity.
6. Your remedies against the Guarantors are not affected by any security held or taken by you in relation to the Purchaser's indebtedness being void or defective or informal.
7. The Guarantors indemnify you against any loss you may suffer as a result of:
 - 7.1 the Purchaser exceeding its powers or going into liquidation; and
 - 7.2 interest ceasing to accrue and be payable after the Purchaser goes into liquidation.
8. All demands and notices under this guarantee must be made in writing signed by you or by any director, manager or secretary of you and (in addition to any other mode of service permitted by law) may be served on the Guarantors by prepaid registered letter addressed to their last known addresses in Victoria. Any notice served by post will be deemed to have been served the next business day after the date of posting.

9. As a separate and severable covenant, the Guarantors agree to indemnify you:
 - 9.1 against the non-payment by the Purchaser of any amounts due under the Contract (including interest due on overdue instalments or principal); and
 - 9.2 in respect of all costs, charges and expenses you incur as a result of any default on the part of the Purchaser under the Contract.
10. This guarantee and indemnity will not be terminated by the death of any of us and will bind our respective legal personal representatives and will endure for the benefit of you and your successors and assigns.
11. In this guarantee and indemnity, 'Guarantors' means the guarantors or any of them and where the context permits refers to the Guarantors jointly and severally.

SCHEDULE

1. Contract: Contract of Sale made between the Purchaser and the Vendor on the **Day of Sale** for the purchase of the Property.

2. Property Lot 9, on Plan of Subdivision PS843057S,
52, 220 Chapel Road, Keysborough VIC 3173

3 Purchaser Name

Purchaser 1

Purchaser 2

Purchaser 3

Purchaser 4

4 Guarantor Name

Purchaser 1
Guarantor(s)

Purchaser 2
Guarantor(s)

Purchaser 3
Guarantor(s)

Purchaser 4
Guarantor(s)

Executed as an agreement on the date by which all parties have signed this Guarantee and Indemnity

Signed by

.....
Signature
Date

Signed by

.....
Signature
Date

Signed by

.....
Signature
Date

Signed by

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Signature
Date

Signed by

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Date

Signed by

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Signed by

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Signature
Date

Signed by

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Signature
Date

Annexure B

Nomination Deed

Relating to a Contract between:

Vendor:

Purchaser:

and/or Nominee

Property:

Nominee:

Guarantor:

1. Under the conditions of the Contract, the Purchaser nominates the Nominee as substitute/additional purchaser to take a transfer or conveyance of the Property [in substitution for/addition to] the Purchaser.
2. This deed operates as a deed poll by the Purchaser and the Nominee in favour of the Vendor and may be relied on and enforced by the Vendor in accordance with its terms even though the Vendor is not a party to it.
3. The Purchaser and the Nominee acknowledge that, from the date of this nomination, they will be jointly and severally liable for:
 - 3.1 the due performance of the Purchaser's obligations under the Contract; and
 - 3.2 payment of any expenses resulting from the nomination under this deed (including any duty).
4. The Guarantor acknowledges that the nomination of the Nominee does not vitiate the Guarantor's obligations.
5. The Purchaser and the Nominee warrant to the Vendor that the Nominee is not obliged by the *Foreign Acquisitions and Takeovers Act* 1975 (Cth) (**Takeovers Act**) to furnish notice to the Treasurer of its intention to acquire an interest in the Property.
6. The Purchaser and the Nominee agree that if the warranty in clause 5 of this deed is breached, the Purchaser and the Nominee must indemnify the Vendor against any penalties, fines, legal costs, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty.
7. **FIRB – Nominee's Status Declaration** (special condition 16 of the Contract)

The Nominee declares that it is a:

Non-Australian
Resident

☐

Copy of Passport provided

☐

Passport No.

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

.....
Witness

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

.....
Witness

Executed by **ACN**)
in accordance with s 127(1) of the *Corporations*)
Act 2001:

.....
Signature of Director

.....
Signature of Director/Company Secretary

.....
Print full name

.....
Print full name

Guarantor(s)

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

.....
Witness

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

.....
Witness



Vendor's Statement

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

Land

Lot 9 , on plan of subdivision PS843057S, 220 Chapel Road, Keysborough VIC 3173

Vendor's name	220 Chapel Rd Keysborough Pty Ltd ACN 609 206 528	Date	21/02/2024
Vendor's signature	<div>Jinteng Fei</div> <div>Director</div>		

I confirm I have read the full vendors statement attached	print name of person signing	signature	date

1. Financial matters

1.1 Outgoings

Details concerning any rates, taxes, charges or other similar outgoings affecting the land and any interest payable on any part of them are as contained in the attached certificates .

Amounts for which the purchaser may become liable in consequence of the sale:

- 1.1.1 The Property is not separately rated. The Purchaser's proportion of the outgoings at settlement shall be calculated in accordance with the proportion that the lot liability of the Property bears to the total lot liability shown on the Plan (or by such other means as contemplated within the Contract). This Vendor's Statement includes council, water and land tax rating certificates with regard to the parent title of the Property for indicative purposes only.
- 1.1.2 There will be a supplemental valuation for rating purposes, which will result in a separate rate being assessed for the Property (which may occur after settlement of the Property) that the Purchaser will be liable for.
- 1.1.3 The Vendor estimates that the total amount of rates, taxes, charges or other similar outgoings (including owners corporation fees) will not exceed approximately **\$8,500 to \$10,500** (per annum plus GST).
- 1.1.4 For details of the Owners Corporation(s) levies and fees for the Property, see the attached owners corporation certificate applicable to the Lot the subject of this Vendor's Statement. The Owners Corporation insurance premium will be adjusted at settlement in accordance with the proportion of the lot liability of the Property to the total liability.

1.2 Charge

Amount owing under any other registered or unregistered statutory charge that secures an amount due under any other legislation:

Nil

2. Insurance Details

2.1 Owner - Building

Particulars of any required insurance under the *Building Act 1993* applying to a residence on the land that was constructed by an owner-builder within the preceding 6 years and 6 months and s 137B *Building Act 1993* applies:

Not applicable.

3. Land use

3.1 Easements, covenants or other similar restrictions

Details of any registered or unregistered easement, covenant or other similar restriction affecting the Land, are as follows:

- 3.1.1 set out in the attached copies of title documents;
- 3.1.2 the sewer and any associated water infrastructure shown on the attached copy water information statement;
- 3.1.3 any easements created by section 98 of the Transfer of Land Act 1958, section 12(2) of the Subdivision Act 1988 and any other easements noted on Plan of Subdivision PS8403057S;
- 3.1.4 any Additional Restrictions;

- 3.1.5 any other encumbrances disclosed or contemplated by the Contract;
- 3.1.6 the requirements of any planning permit affecting the Property, including Planning Permits PLN17/0370, PLN20/0194 and PLN21/0091 issued by the Greater Dandenong City Council, copies of which are attached to this statement;
- 3.1.7 the provisions of any agreement which the Vendor may be requested to enter into with any responsible authority, including but not limited to an agreement or agreements under section 173 of the *Planning and Environment Act 1978* (Vic) (arising out of the Planning Permit or otherwise), including those agreement in registered instruments AM212597X, AM215594S, and AV0272735Q;
- 3.1.8 lot entitlements and liabilities as set out in Plan of Subdivision PS8403057S;
- 3.1.9 the Owners Corporation Rules; and
- 3.1.10 any lease, licence or other right of occupation or other agreements granted or entered into by the Owners Corporations.

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant, caveat or similar restriction.

3.2 Designated bushfire-prone area

As per the attached report, the Land **is** in a designated bushfire-prone area.

3.3 Planning

Details of any planning instruments affecting the Land, are as contained in the attached certificate together with:

- 3.3.1 Planning Permit No. PLN17/0370 dated 24 January 2020 issued by Greater Dandenong City Council; and
- 3.3.2 Planning Permit No. PLN20/0194 dated 29 June 2020 issued Greater Dandenong City Council; and
- 3.3.3 Planning Permit no. PLN21/0091 issued by Greater Dandenong City Council and dated 23 April 2021

and the Purchaser acknowledges that:

- 3.3.4 whilst the planning certificates refer to Lot 2 on the Plan, the disclosure is accurate for all Lots the subject of this Vendor's Statement;
- 3.3.5 the attached permits may be amended or varied by the Vendor from time to time; and
- 3.3.6 the Vendor may submit any plans and reports in connection with the permits for endorsement or approval by the relevant authority after the date of this statement.

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:

None to the Vendor's knowledge.

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

Whilst the EPA and VicRoads certificates refer to Lot 2 on the Plan and the Heritage and Aboriginal Heritage Certificates refer to the former parent title, the disclosure is accurate for all Lot(s) the subject of this vendor's statement.

4.2 Livestock disease or agricultural chemicals

Particulars of any notices, property, managements 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:

None to the Vendor's knowledge.

4.3 Compulsory acquisition

The particulars of any notices of intention to acquire, served pursuant to section 6 of the *Land Acquisition and Compensation Act 1986* (Vic) are as follows:

None to the Vendor's knowledge.

5. Building permits

Details of any building permit granted during the past 7 years under the *Building Act 1993* (Vic) (required only where there is a residence on the Land):

Are contained in the attached certificate or statement.

6. Owners corporation

Attached is a current owners corporation certificate for the Property that is the subject of this Vendor's statement with its required accompanying documents and statements, issued in accordance with s 151 of the Owners Corporation Act 2006.

The owners corporation certificate disclosed is in bulk and the attachments relate to all Lots the subject of this Vendor's Statement.

7. Non-connected services

The following services are not connected to the Land:

- telephone services.

The above services will be available to the Property but the Purchaser will be responsible for arranging for services to be connected after settlement.

8. Evidence of title

Attached are copies of the following:

- 8.1 The Register Search Statement for certificate of title volume 12530 folio 39~~77~~; and
- 8.2 Plan of Subdivision PS8403057S.

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 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.

consumer.vic.gov.au/duediligencechecklist

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 12530 FOLIO 397

Security no : 124112617387A

Produced 13/02/2024 04:17 PM

LAND DESCRIPTION

Lot 9 on Plan of Subdivision 843057S.
PARENT TITLE Volume 08273 Folio 925
Created by instrument PS843057S 09/02/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
220 CHAPEL RD KEYSBOROUGH PTY LTD of SUITE 3 38-40 PROSPECT STREET BOX HILL
VIC 3128
PS843057S 09/02/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN199650K 20/10/2016
NATIONAL AUSTRALIA BANK LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AM212957X 28/09/2015

AGREEMENT Section 173 Planning and Environment Act 1987
AM215594S 29/09/2015

AGREEMENT Section 173 Planning and Environment Act 1987
AV072735Q 30/11/2021

DIAGRAM LOCATION

SEE PS843057S FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS843057S (B)	PLAN OF SUBDIVISION	Registered	09/02/2024

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

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 19436D KING & WOOD MALLESONS
Effective from 09/02/2024

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS843057S

DOCUMENT END



Imaged Document Cover Sheet


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Document Type	Plan
Document Identification	PS843057S
Number of Pages (excluding this cover sheet)	29
Document Assembled	13/02/2024 16:23

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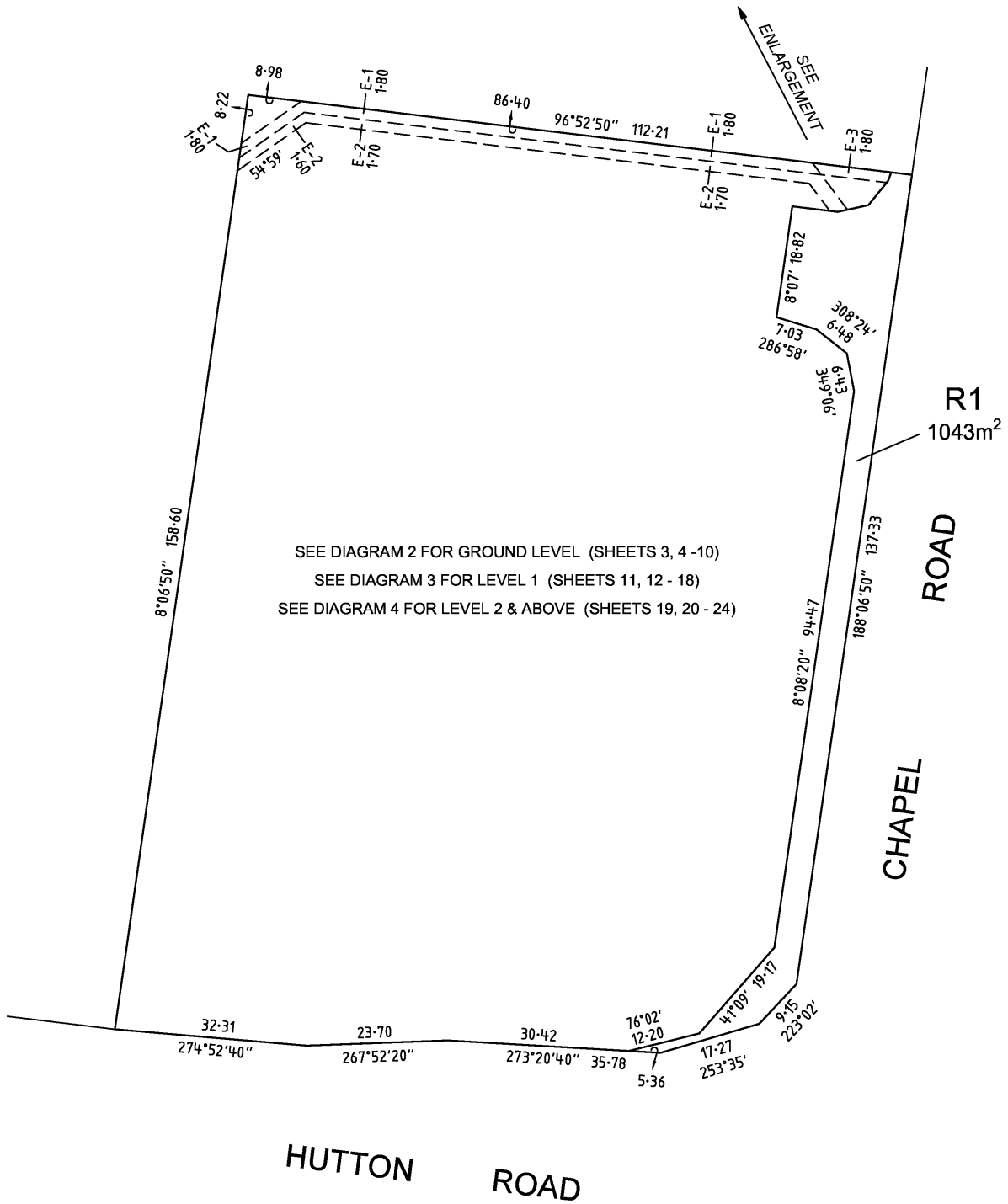
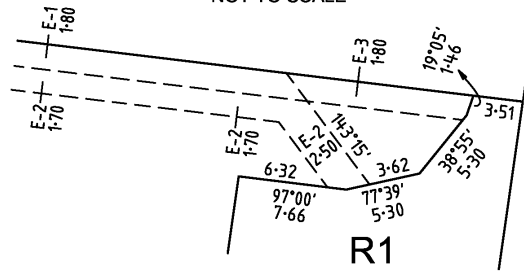
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PLAN OF SUBDIVISION				LV use only EDITION 1	PS 843057S
<p style="text-align: center;">Location of Land</p> <p>Parish: DANDENONG</p> <p>Township: -</p> <p>Section: -</p> <p>Crown Allotment: -</p> <p>Crown Portion: 55 (PART)</p> <p>Title Reference: VOL. 8273 FOL. 925</p> <p>Last Plan Reference: LOT 1 ON PS504514J</p> <p>Postal Address: 220 CHAPEL ROAD (at time of subdivision) KEYSBOROUGH 3173</p> <p>MGA2020 Co-ordinates E 338 350 (of approx. centre of land in plan) N 5 791 275 Zone: 55</p>				<p>Council Name: City of Greater Dandenong</p> <p>Council Reference Number: PSUB21/0025 Planning Permit Reference: PLN21/0091 SPEAR Reference Number: S170958J</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 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied</p> <p>Digitally signed by: Richard Stevenson for City of Greater Dandenong on 23/01/2024</p>	
Vesting of Roads and/or Reserves				Notations	
Identifier	Council/Body/Person			<p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES AND THICK CONTINUOUS HATCHED LINES ARE DEFINED BY BUILDINGS.</p> <p>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:</p> <p>MEDIAN: BOUNDARIES MARKED 'M' SHOWN THUS M</p> <p>EXTERIOR FACE: ALL OTHER BOUNDARIES SHOWN THUS </p> <p>HATCHING WITHIN A PARCEL INDICATES THAT THE STRUCTURE OF THE RELEVANT WALL, FLOOR, CEILING, DOOR, WINDOW, BALUSTRADE, ROOF (OR OTHER) IS CONTAINED IN THAT PARCEL.</p> <p>ALL SLABS, COLUMNS, BEAMS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS AND ANY SHARED SERVICES WHETHER OR NOT SHOWN ON THIS PLAN ARE DEEMED TO BE PART OF COMMON PROPERTY No.1 UNLESS SHOWN OTHERWISE.</p> <p>PART LOTS AND CP No.2 SHOWN THUS ' * ' ARE LIMITED IN HEIGHT TO 2.2m ABOVE THE RELEVANT SLAB LEVEL.</p> <p>THICK BROKEN LINES DEFINE PROJECTION OF BOUNDARIES.</p> <p> or INDICATES LOCATION OF STRUCTURE (NON-BOUNDARY)</p> <p>TCE - TERRACE</p> <p>BALC or B - BALCONY</p> <p>P - PROJECTION</p> <p>PT - PART</p> <p>CP No.1 - COMMON PROPERTY No.1</p> <p>CP No.2 - COMMON PROPERTY No.2</p>	
ROAD R1	CITY OF GREATER DANDENONG				
Notations				<p>Depth Limitation DOES NOT APPLY</p> <p>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.</p> <p>Staging This is not a staged subdivision Planning Permit No.</p> <p>Survey This plan is based on survey</p> <p>This survey has been connected to permanent marks no(s) Dandenong PM's 1837 and 1395 In Proclaimed Survey Area No.</p>	
Depth Limitation DOES NOT APPLY					
<p>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.</p> <p>Staging This is not a staged subdivision Planning Permit No.</p> <p>Survey This plan is based on survey</p> <p>This survey has been connected to permanent marks no(s) Dandenong PM's 1837 and 1395 In Proclaimed Survey Area No.</p>					
Easement Information					
<p>Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance</p>		<p>A - Appurtenant Easement R - Encumbering Easement (Road)</p>			
Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 apply to the whole of the land in this plan.					
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of	
E-1 & E-3	DRAINAGE	1.80	THIS PLAN	MELBOURNE WATER CORPORATION	
E-1 & E-3	DRAINAGE	1.80	THIS PLAN	CITY OF GREATER DANDENONG	
E-1 & E-2	SEWERAGE	SEE DIAG.	THIS PLAN	SOUTH EAST WATER CORPORATION	
SEE DIAGRAM 1 (SHEET 2) FOR EASEMENT LOCATIONS					
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<p>PLAN REGISTERED</p> <p>TIME: 3:49 PM DATE: 09/02/2023</p> <p>CG26</p> <p>Assistant Registrar of Titles</p>					

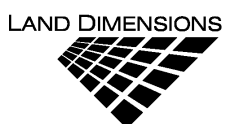
PS 843057S



ENLARGEMENT
NOT TO SCALE



SITE PLAN
DIAGRAM 1



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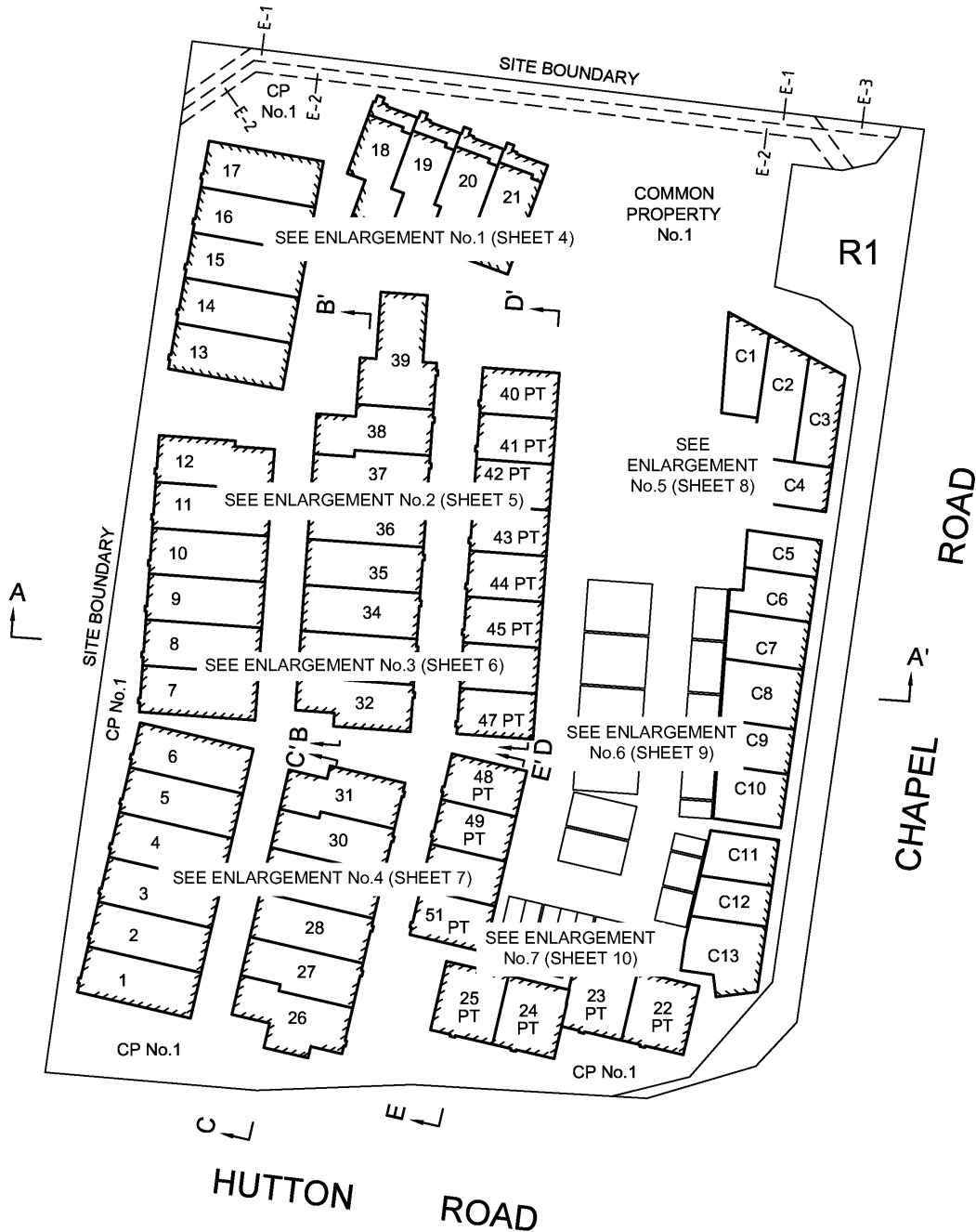
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SHEET 2

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GROUND LEVEL

DIAGRAM 2

SEE SHEETS 4-10 FOR ENLARGEMENTS

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SHEET 3

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NOTE:  Denotes change in vertical boundary.
 Refer to relevant Section for detail.



SEE SHEET 8

GROUND LEVEL
ENLARGEMENT 1
DIAGRAM 2 (PART)

SHEET 4

ORIGINAL SHEET

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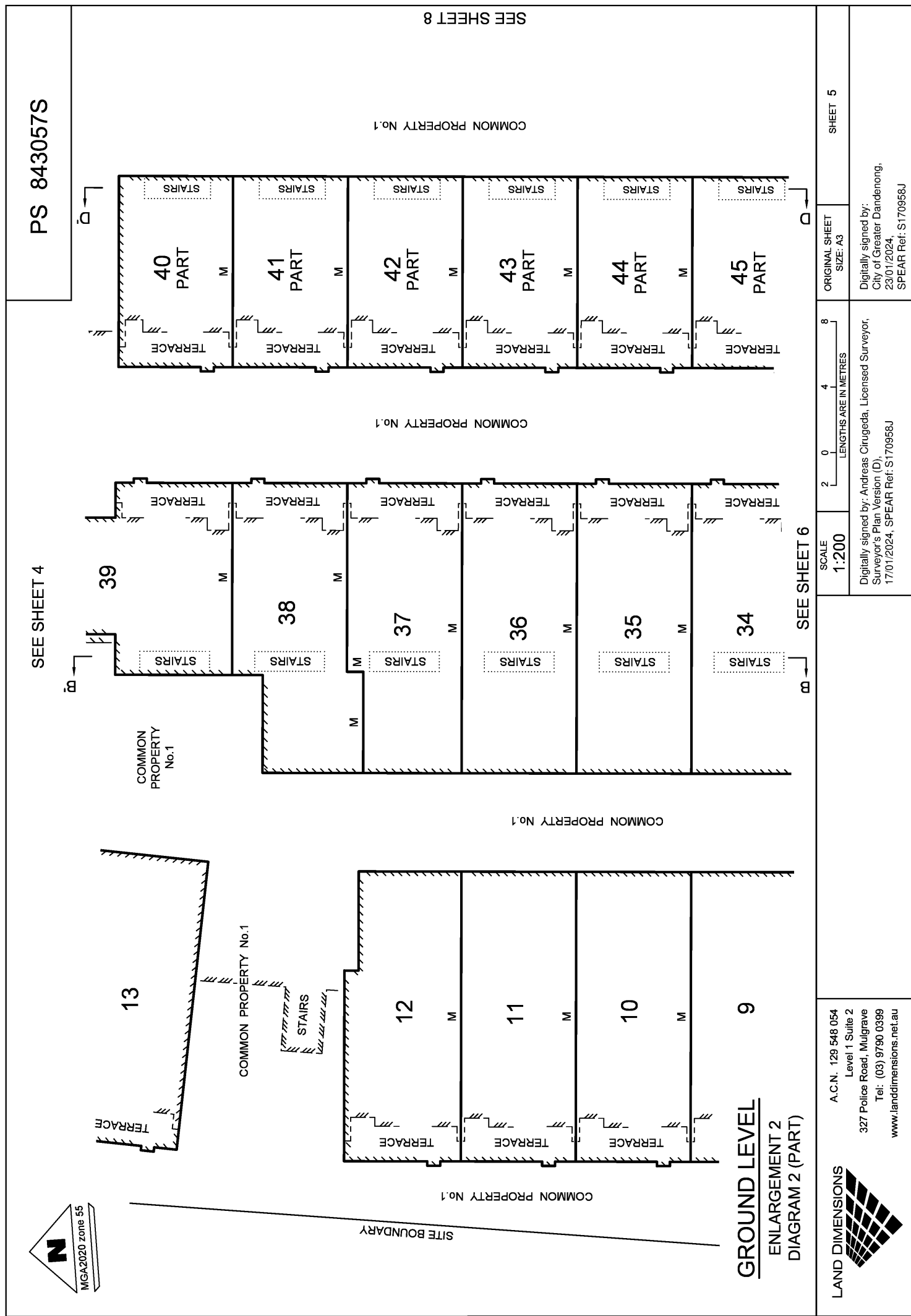
SEE SHEET 5

SEE SHEET 5

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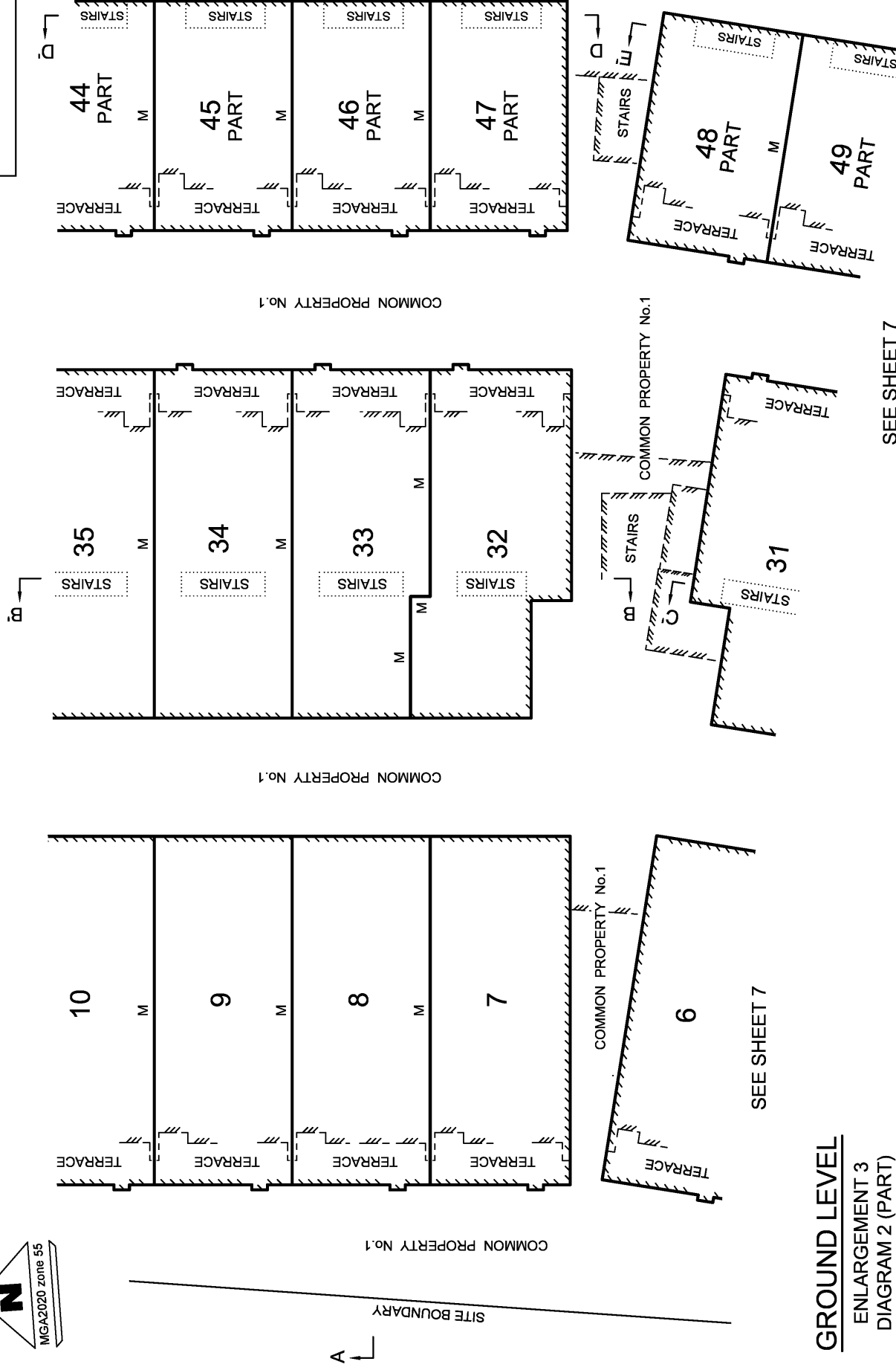


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SEE SHEET 5

SEE SHEET 9



SEE SHEET 7

GROUND LEVEL

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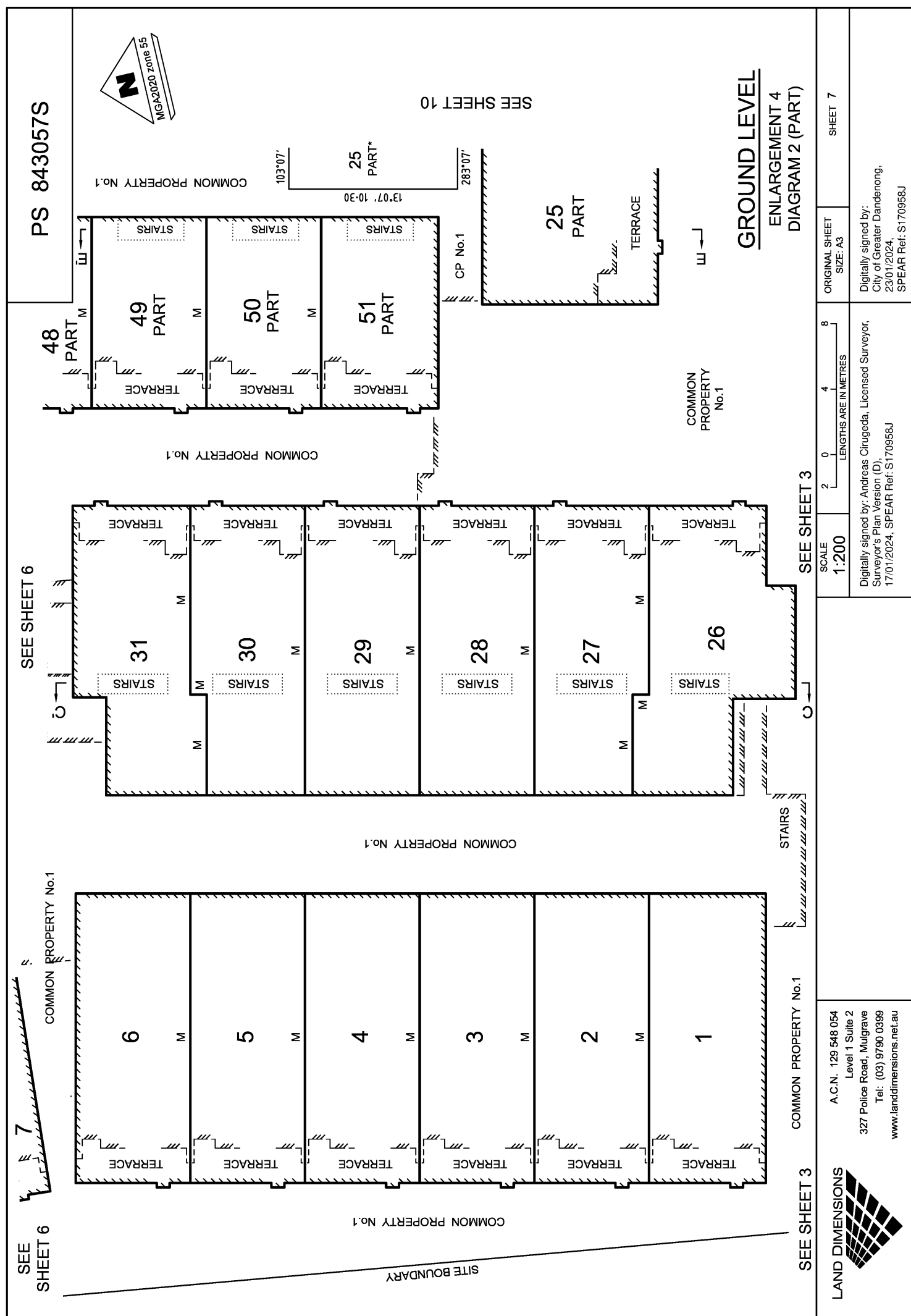
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LENGTHS ARE IN METRES

SHEET 6

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SEE SHEET 4

STAIRS

LIFT

COMMON PROPERTY No.1

COMMON PROPERTY No.1

C1

C2

C3

CP No.1

M

COMMON
PROPERTY
No.2

LIFT
CP
No.1
////

COMMON PROPERTY No.1

COMMON PROPERTY No.1

STAIRS

C5

C6

C7

R1

SEE SHEET 2

COMMON PROPERTY No.1

COMMON PROPERTY No.1

SEE SHEET 5

SEE SHEET 9

GROUND LEVEL

ENLARGEMENT 5
DIAGRAM 2 (PART)

94°07' 8-55

274°07' 0-15

COMMON PROPERTY No 2

4°07'

181°07'

COMMON
PROPERTY

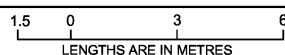
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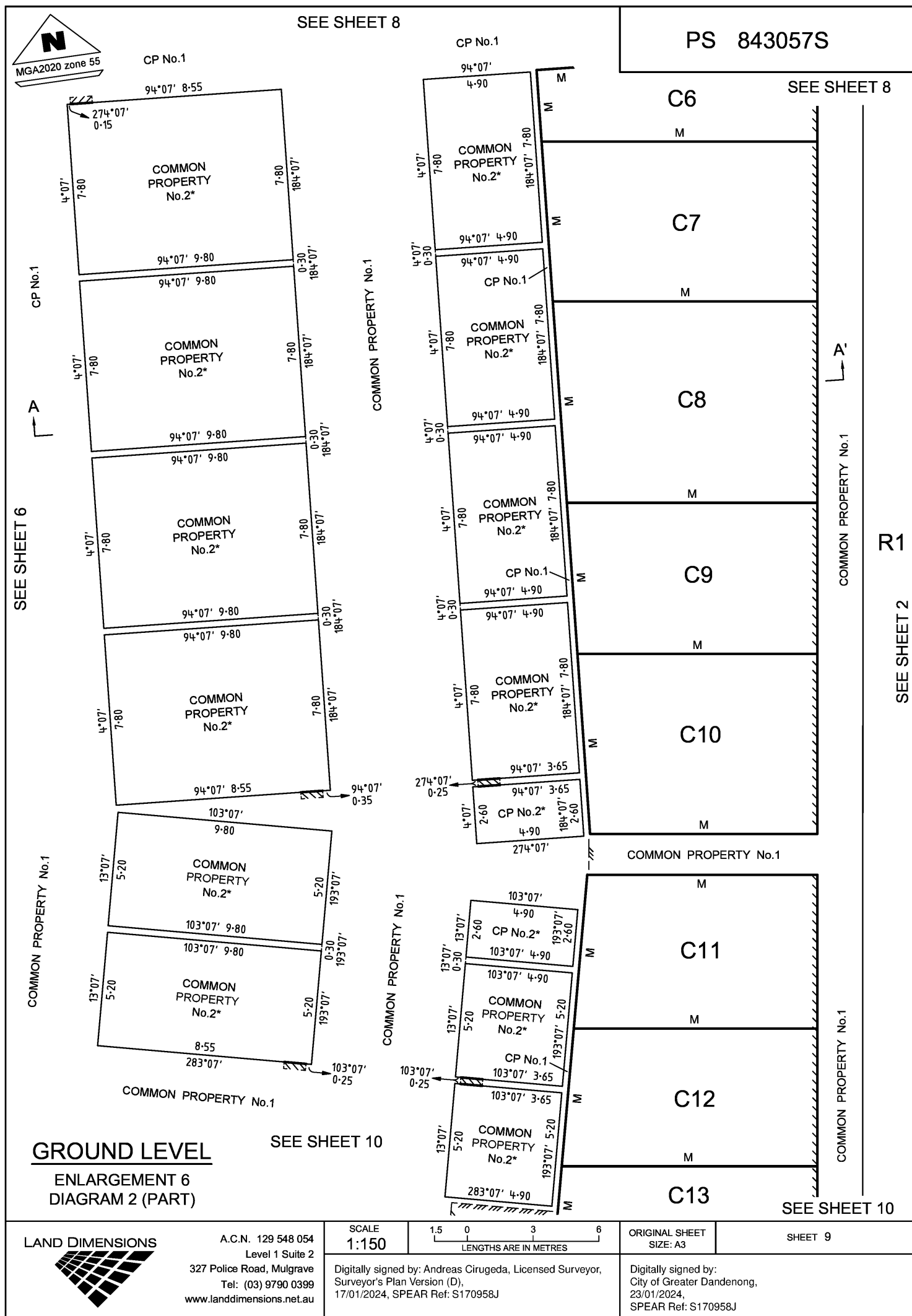


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SHEET 8

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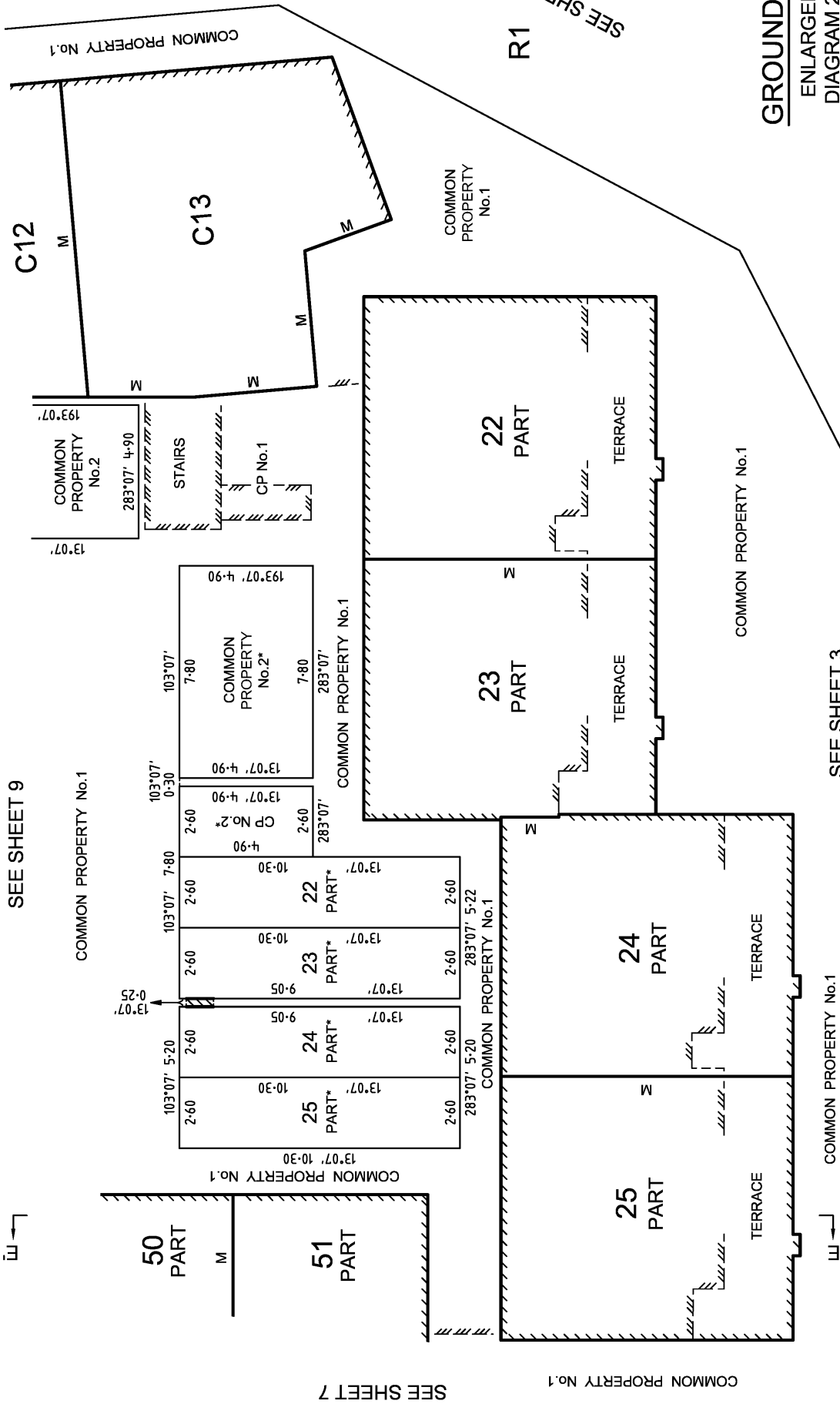
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SEE SHEET 9

SEE SHEET 9




SEE SHEET 2



GROUND LEVEL
ENLARGEMENT 7
DIAGRAM 2 (PART)

SEE SHEET 3

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LEVEL 1

DIAGRAM 3

SEE SHEETS 12-18 FOR ENLARGEMENTS

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SHEET 11

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SEE SHEET 11

COMMON PROPERTY No.1

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COMMON PROPERTY No.1

NOTE: Denotes change in vertical boundary.
 Refer to relevant Section for detail.

SEE SHEET 11

**COMMON
PROPERTY
No.1**

STAIRS

COMMON PROPERTY No.1

COMMON PROPERTY No.1

SITE BOUNDARY

COMMON PROPERTY No.1

COMMON
PROPERTY
No.1

CP

SEE SHEET 13

SEE SHEET 13

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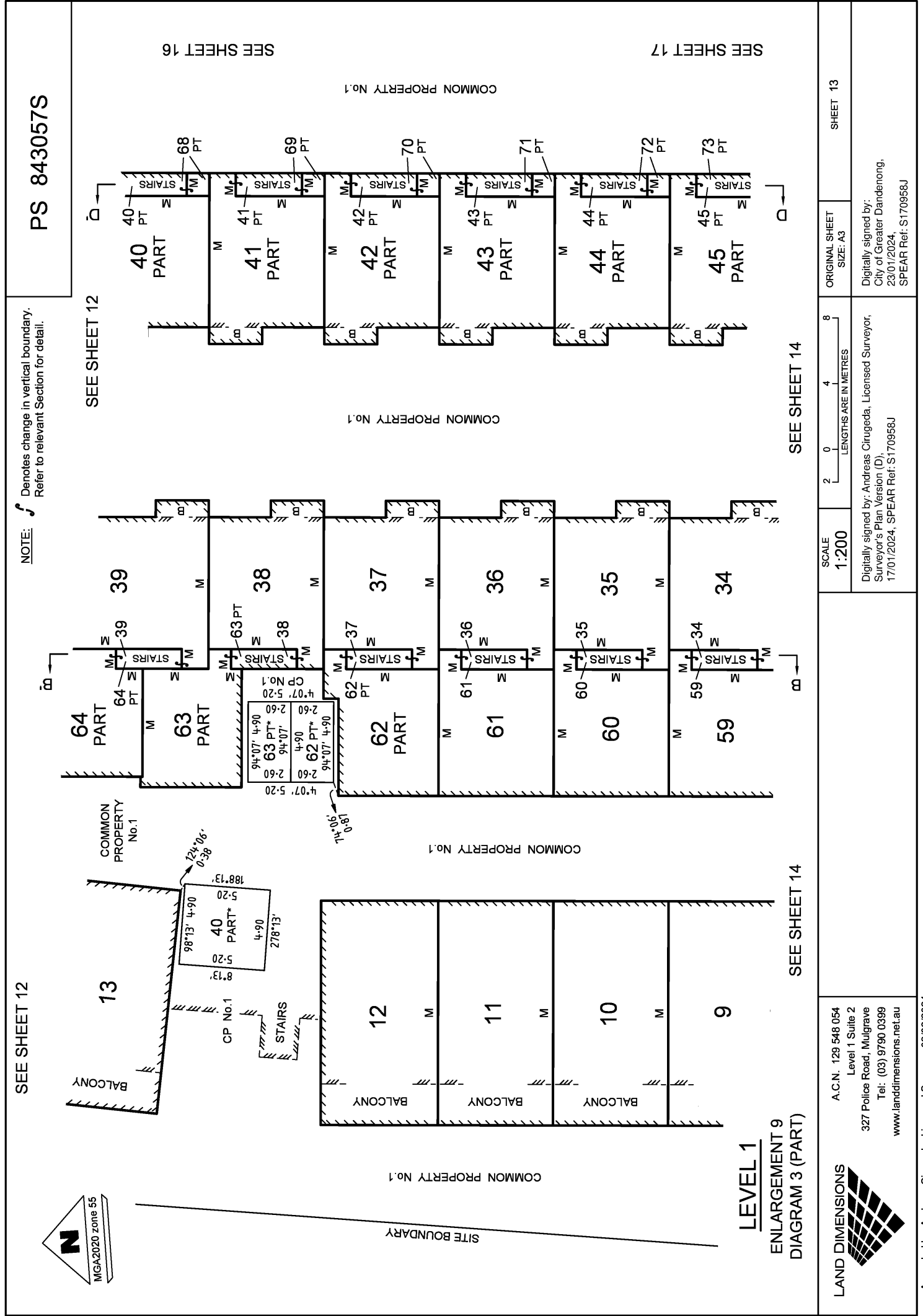
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SEE SHEET 13

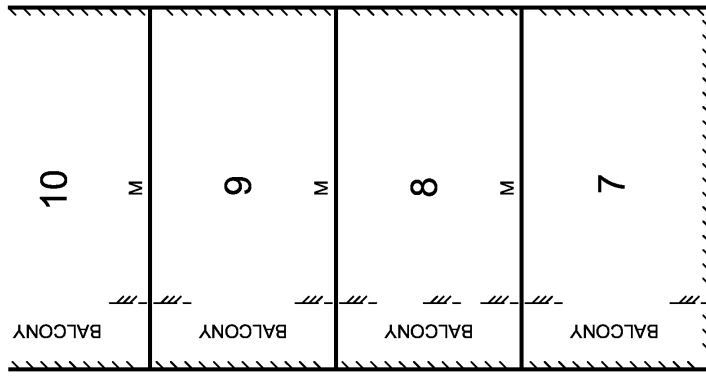
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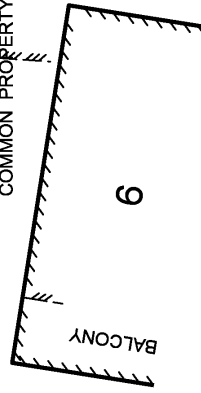
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SITE BOUNDARY

COMMON PROPERTY No.1

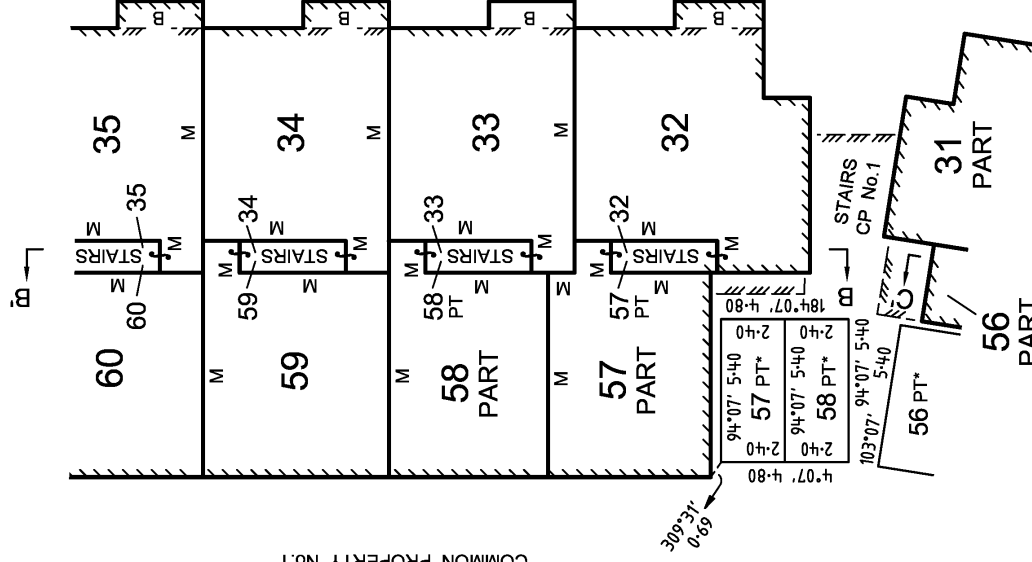


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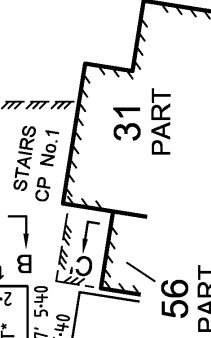


SEE SHEET 15

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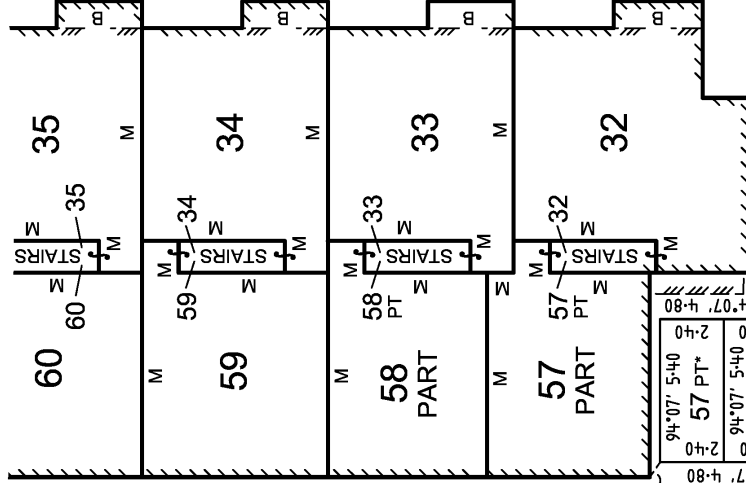


COMMON
PROPERTY
No. 1



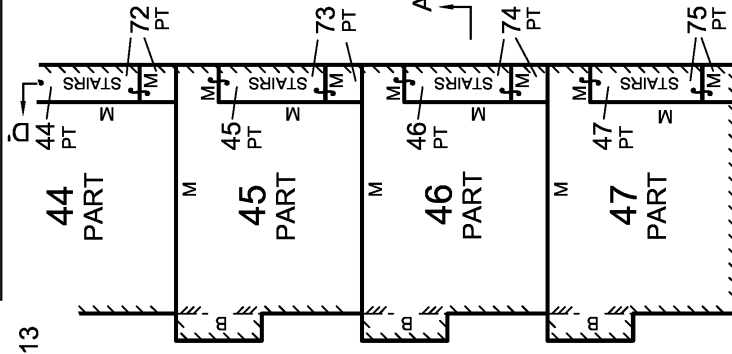
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COMMON PROPERTY No.1

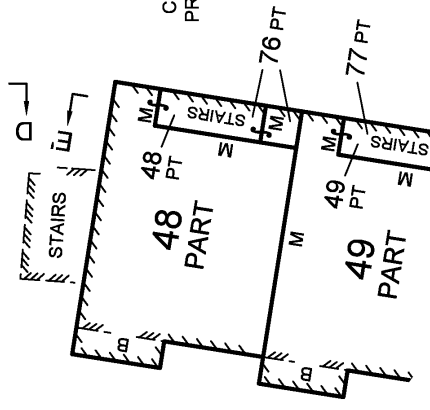


SEE SHEET 17

COMMON PROPERTY No.1



**COMMON
PROPERTY
No.1**



SEE SHEET 15

NOTE: Denotes change in vertical boundary.
Refer to relevant Section for detail.

LEVEL 1
ENLARGEMENT 10
DIAGRAM 3 (PART)

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SHEET 14

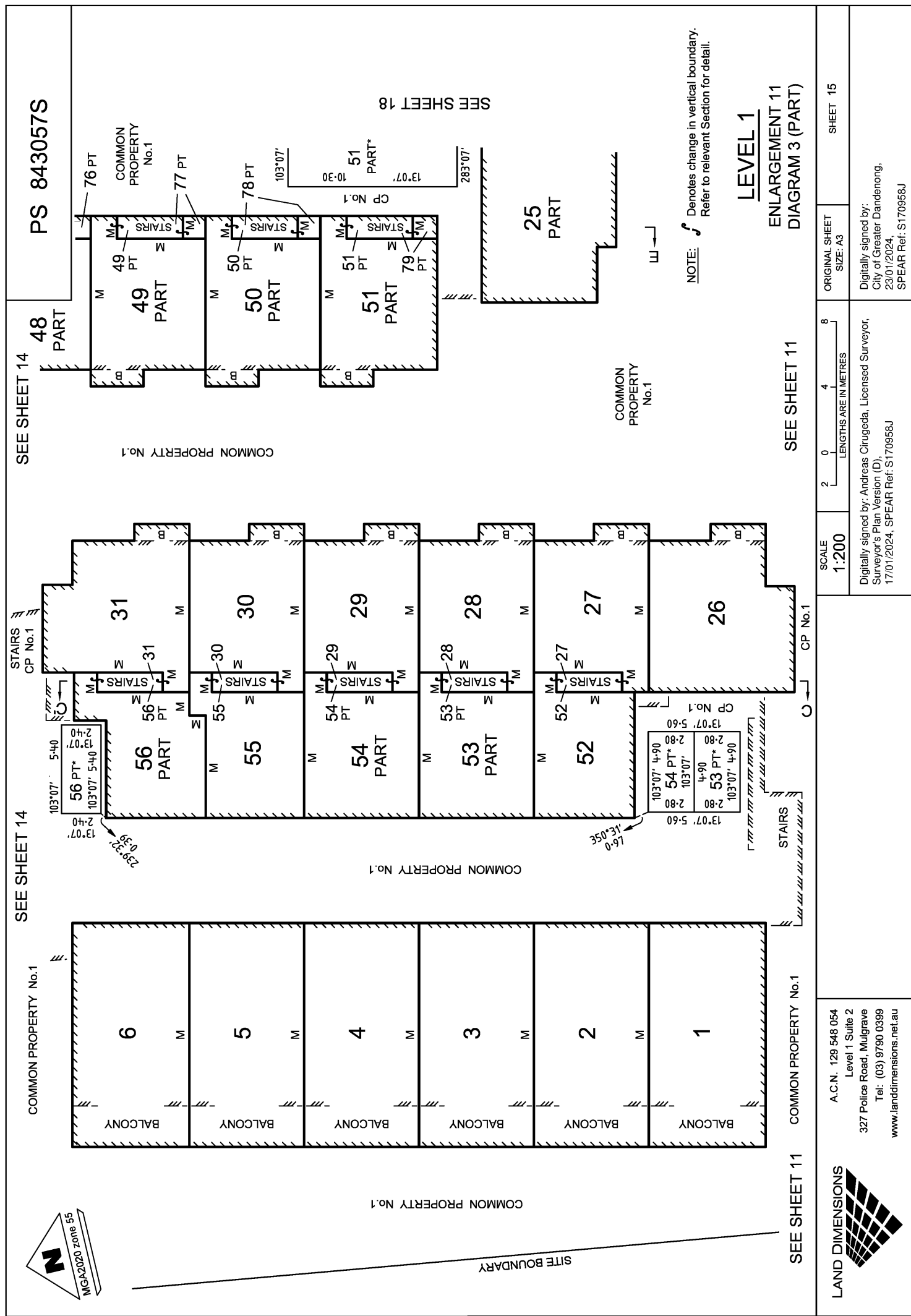
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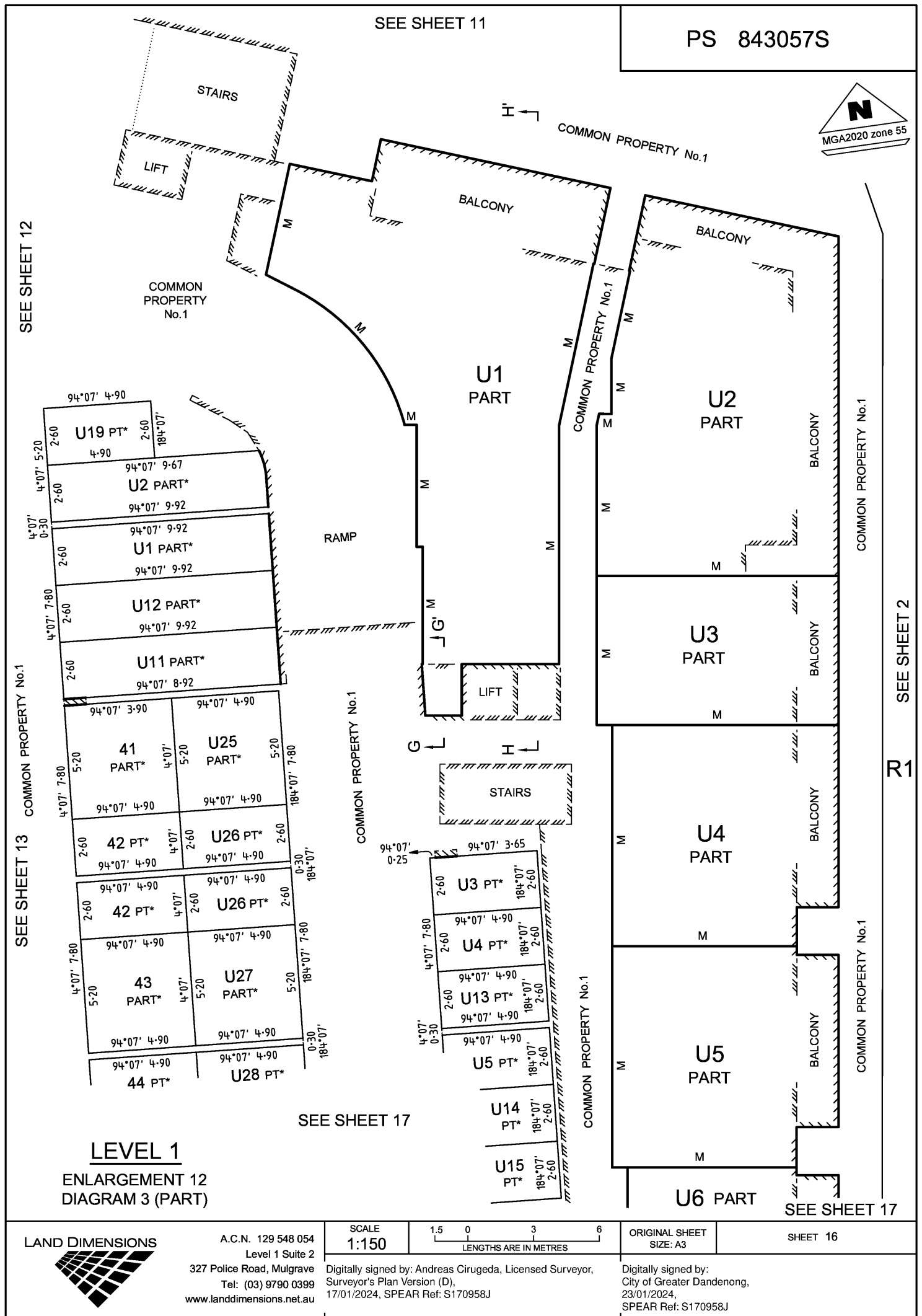
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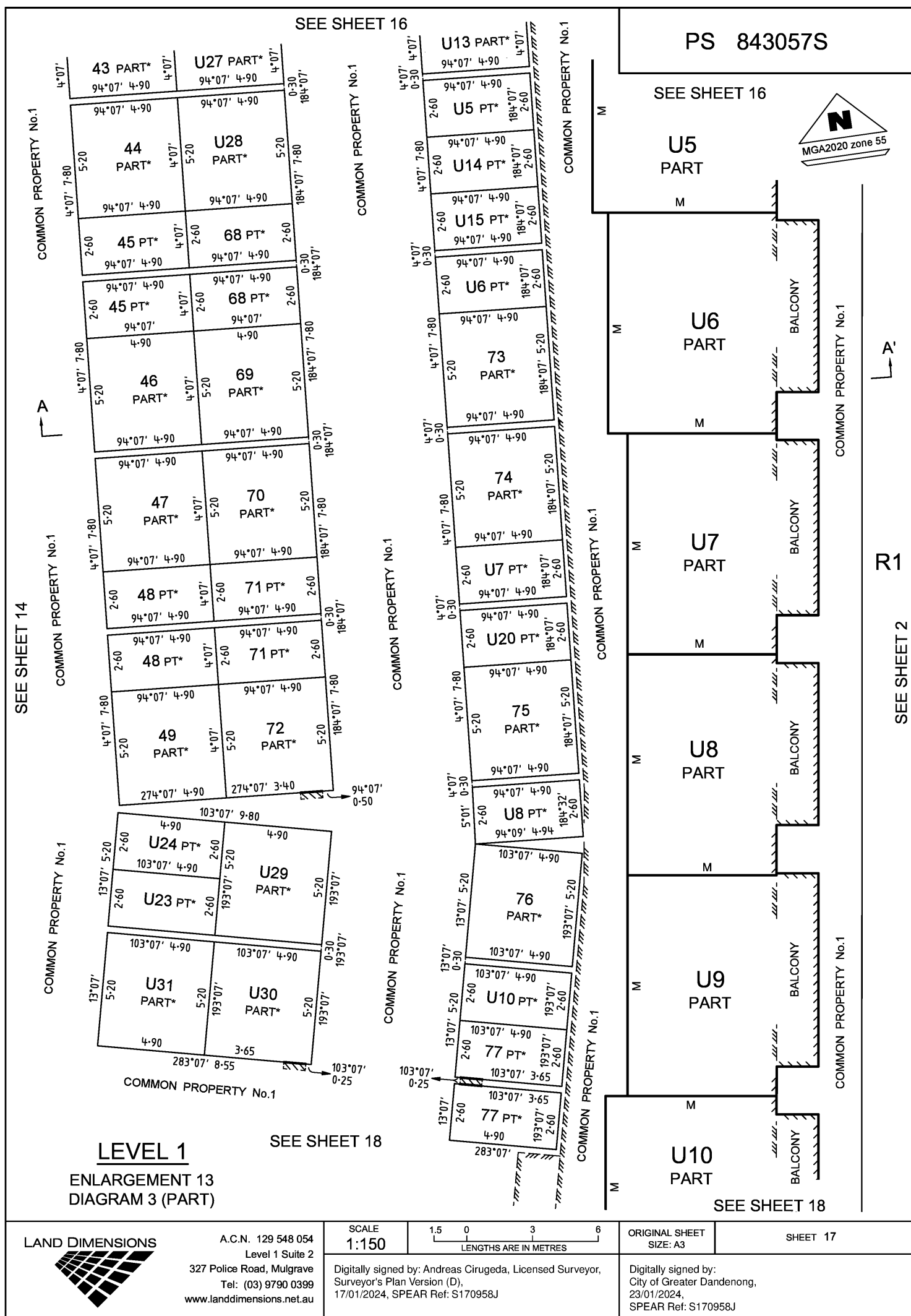
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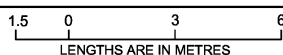


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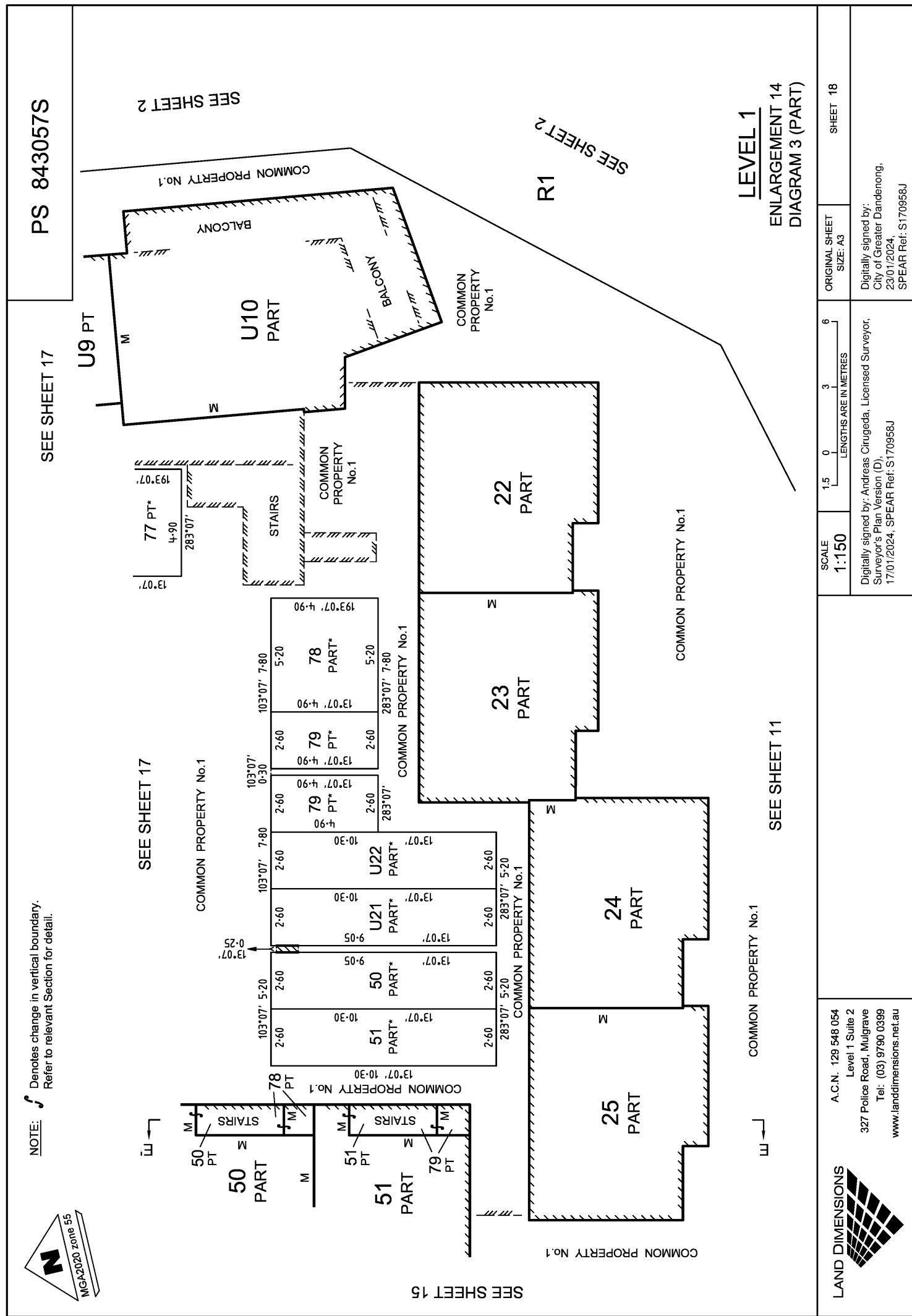


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Surveyor's Plan Version (D),
17/01/2024, SPEAR Ref: S170958J

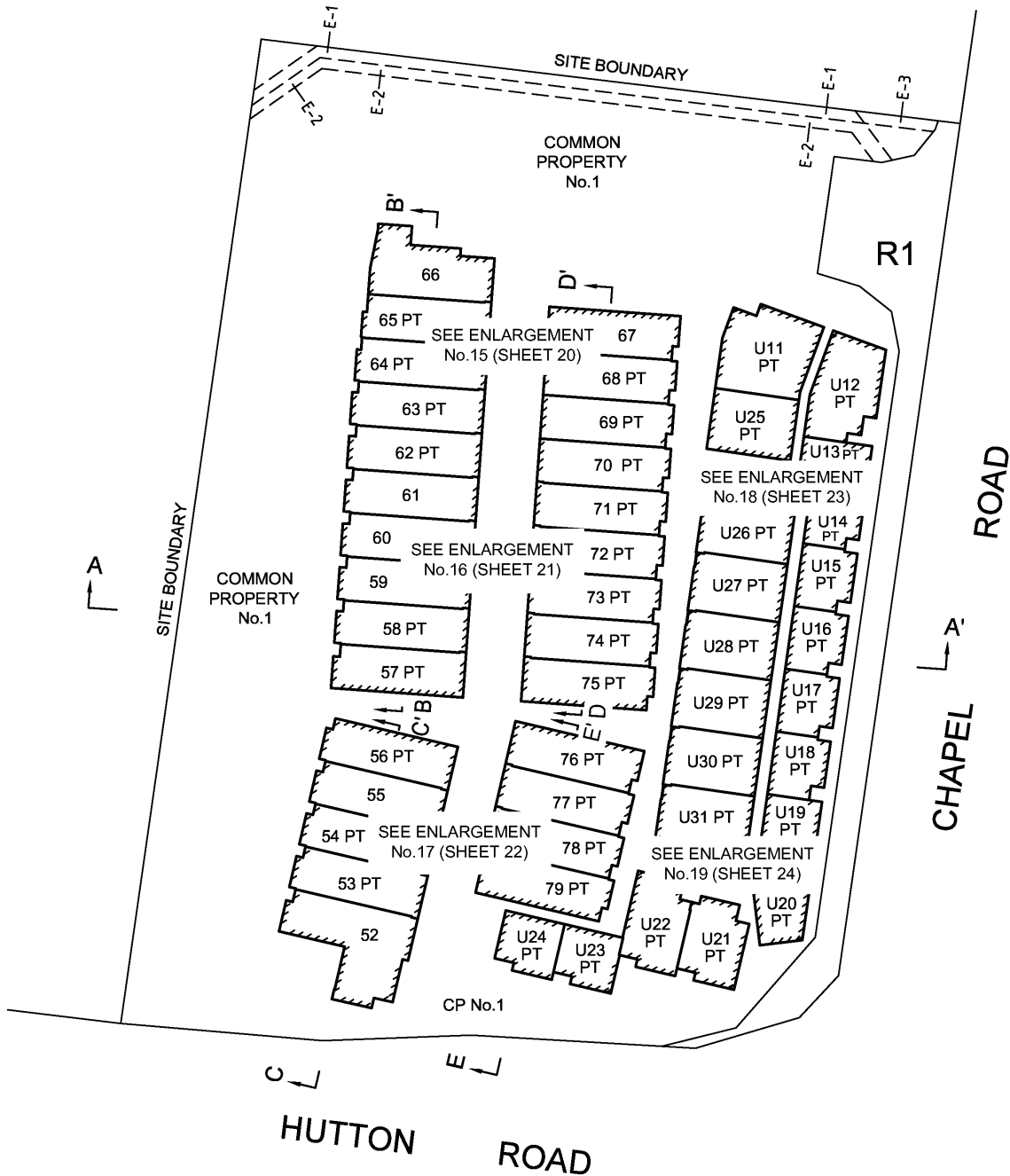
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SIZE: A3

SHEET 17

Digitally signed by:
City of Greater Dandenong,
23/01/2024,
SPEAR Ref: S170958J



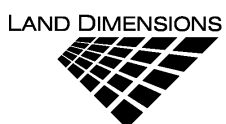
PS 843057S



LEVEL 2 & ABOVE

DIAGRAM 4

SEE SHEETS 20-24 FOR ENLARGEMENTS



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

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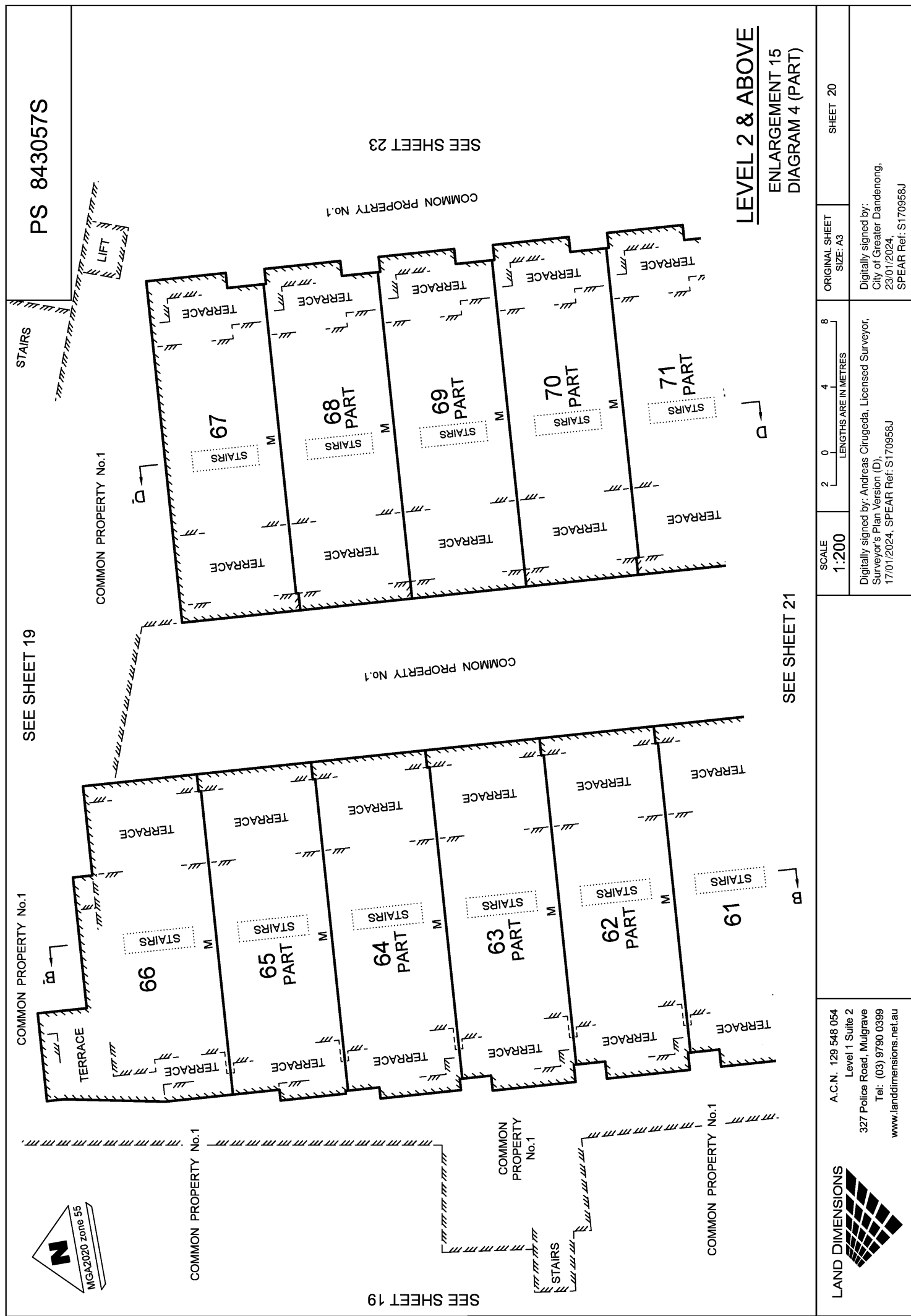
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LENGTHS ARE IN METRES

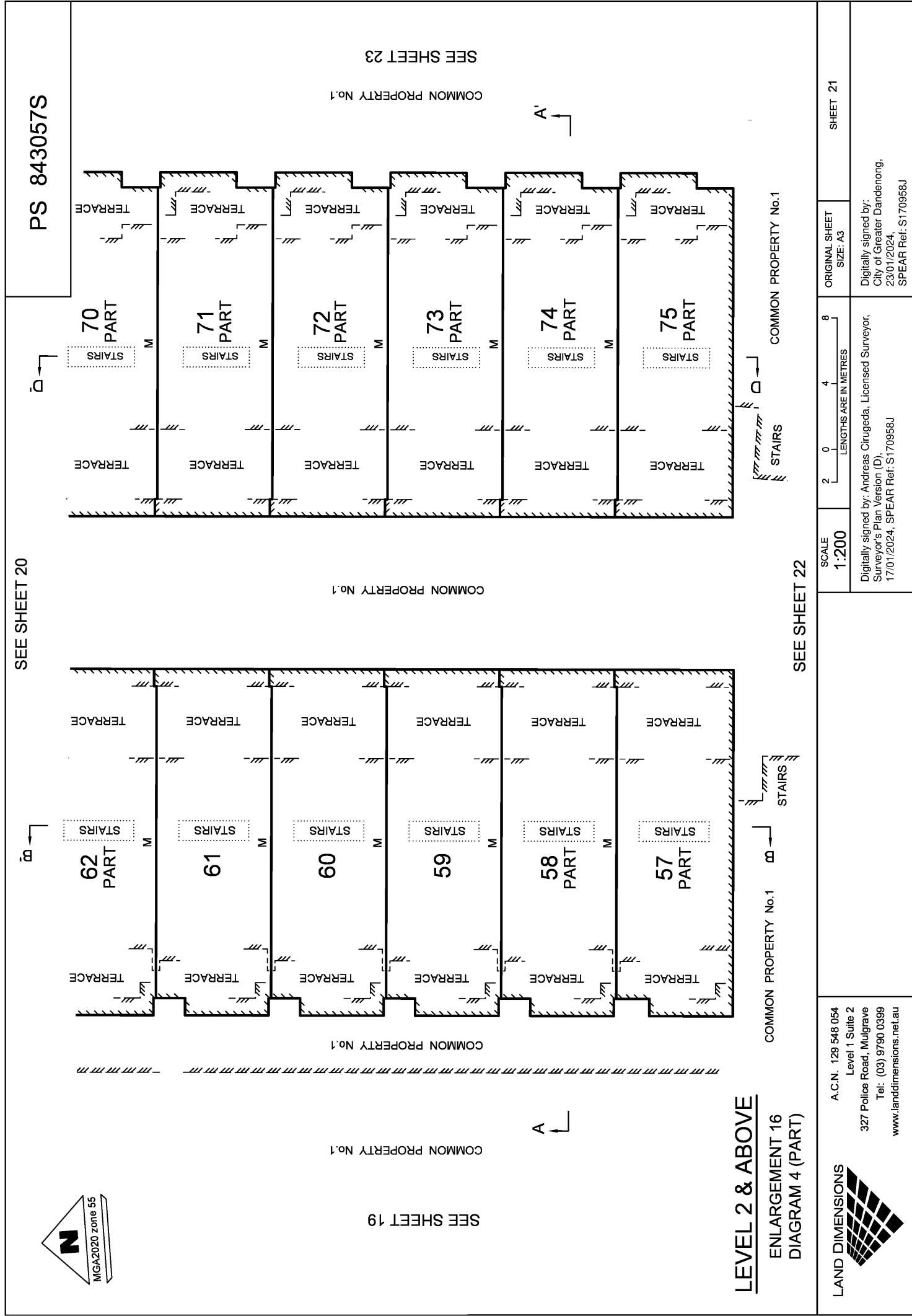
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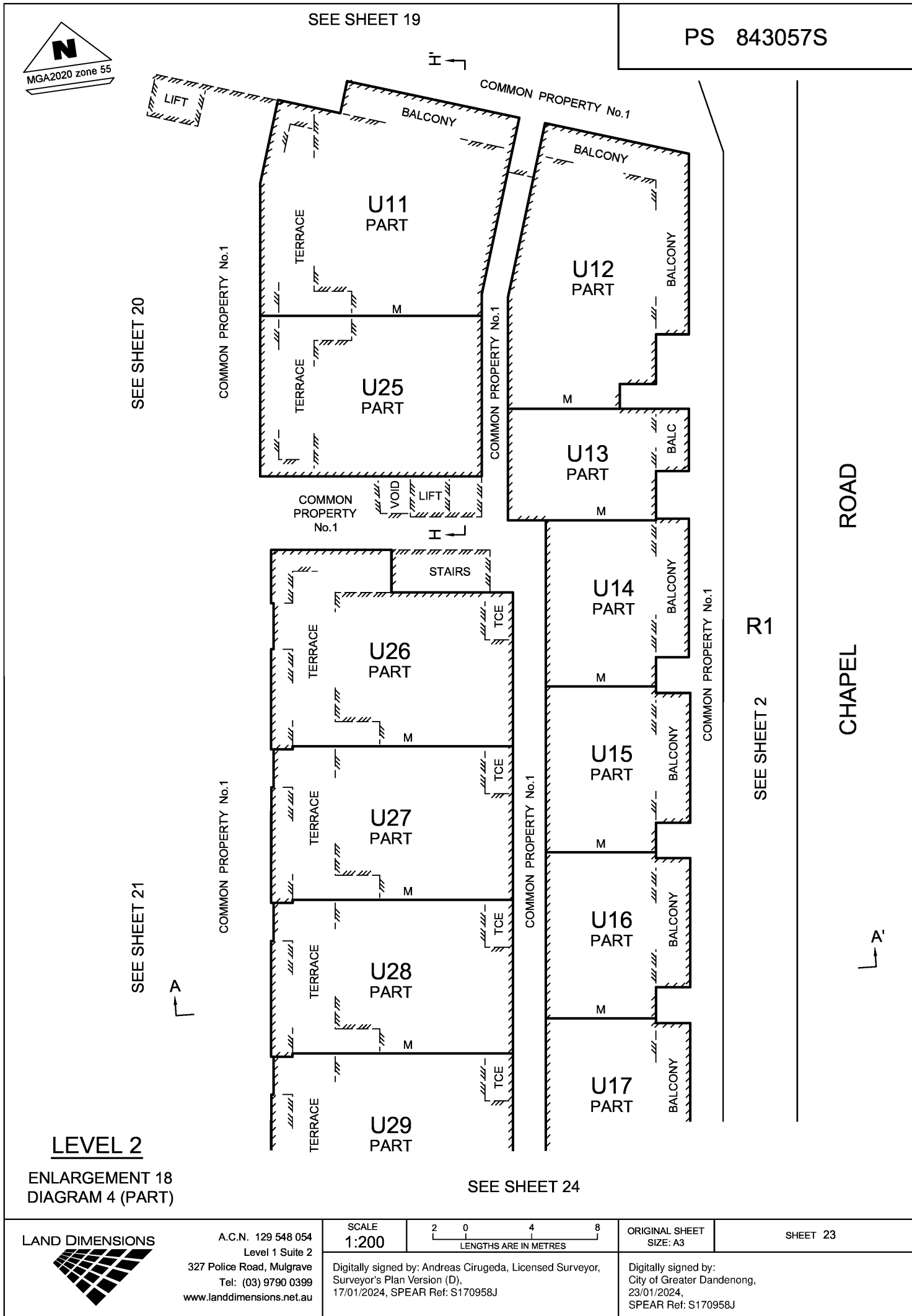
SHEET 19

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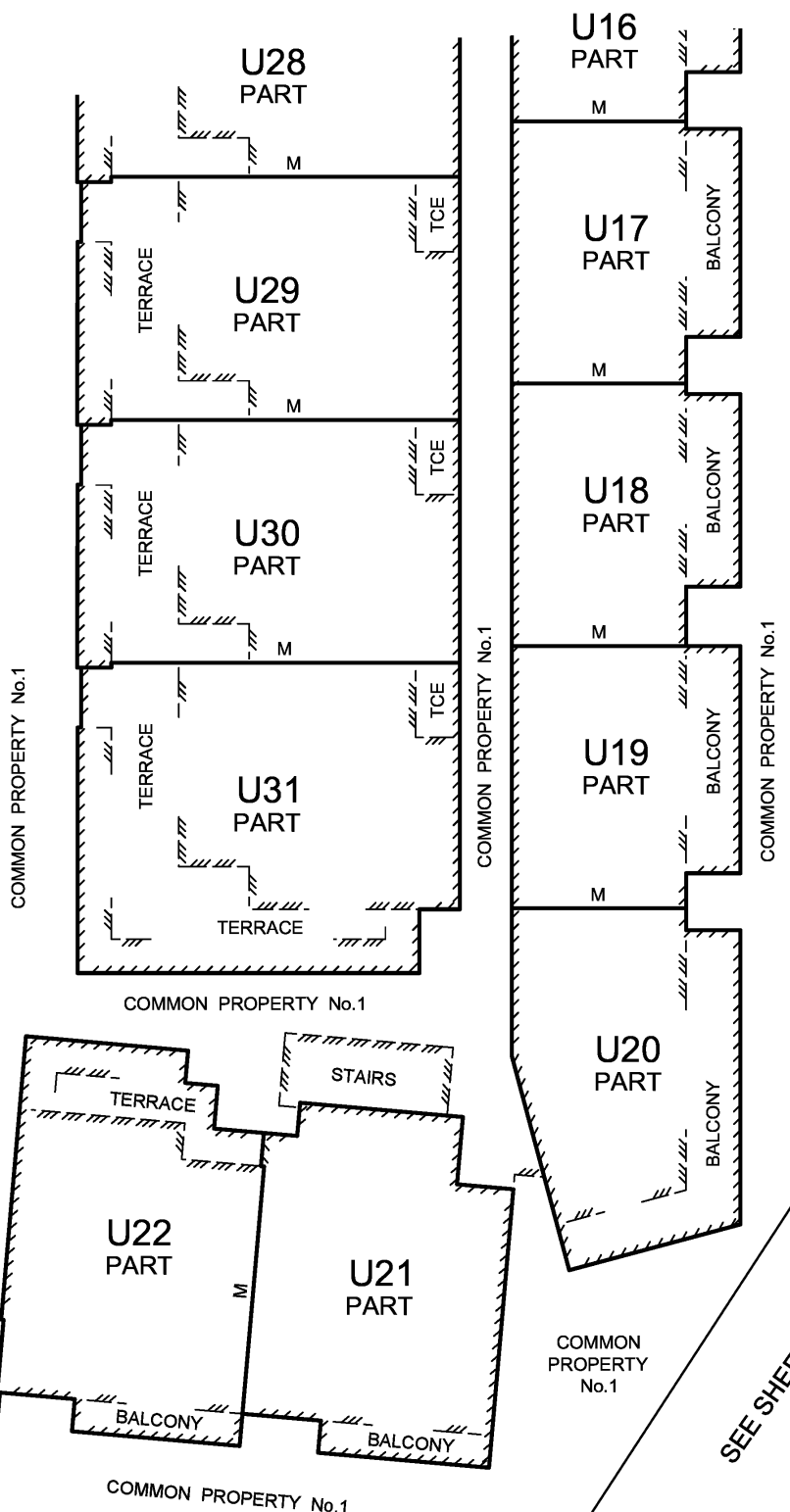




PS 843057S

SEE SHEET 23

SEE SHEET 21



SEE SHEET 2

R1

CHAPEL ROAD

SEE SHEET 2

LEVEL 2

ENLARGEMENT 19
DIAGRAM 4 (PART)

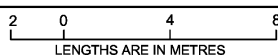
SEE SHEET 19

LAND DIMENSIONS



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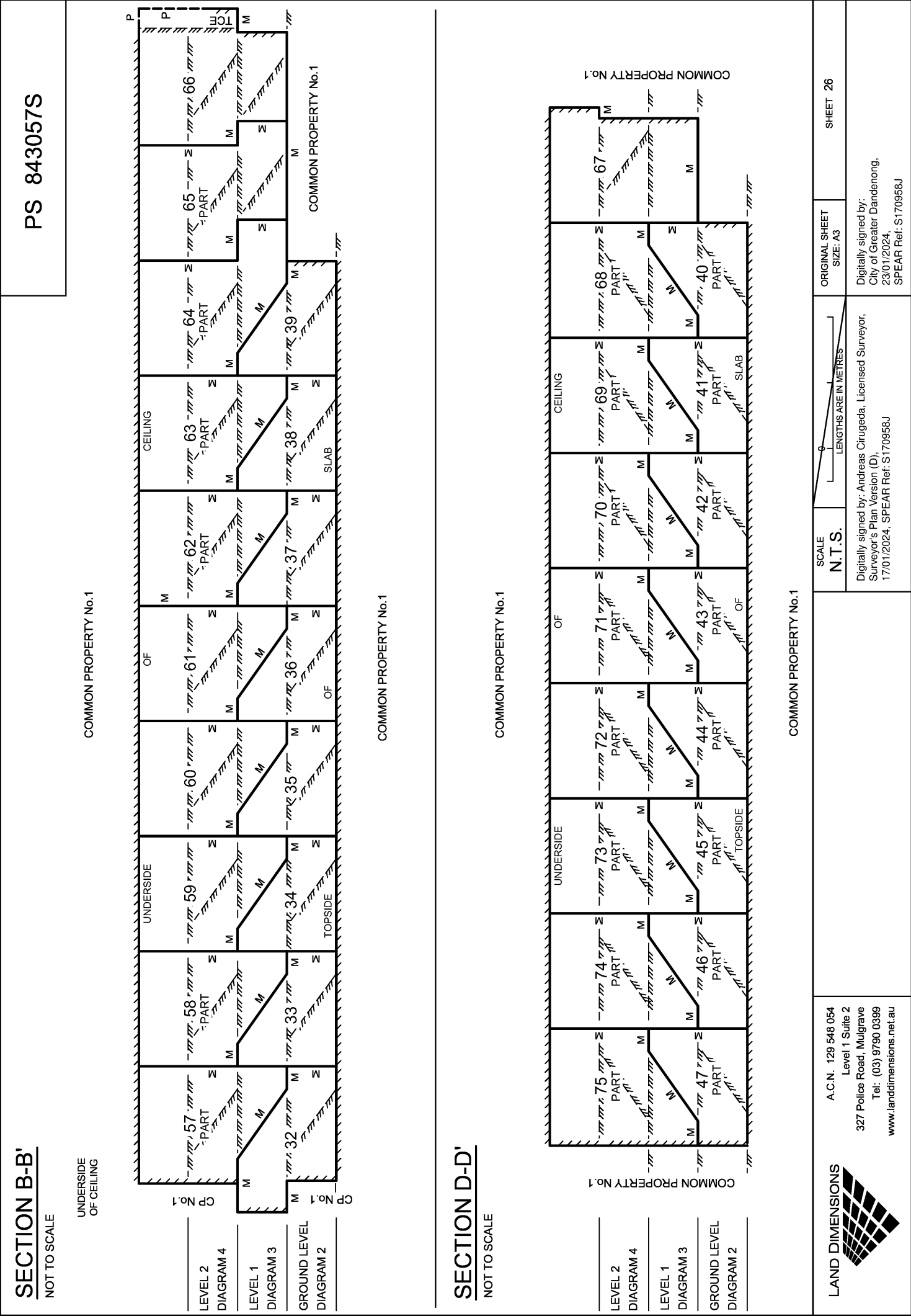


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ORIGINAL SHEET
SIZE: A3

SHEET 24

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SPEAR Ref: S170958J



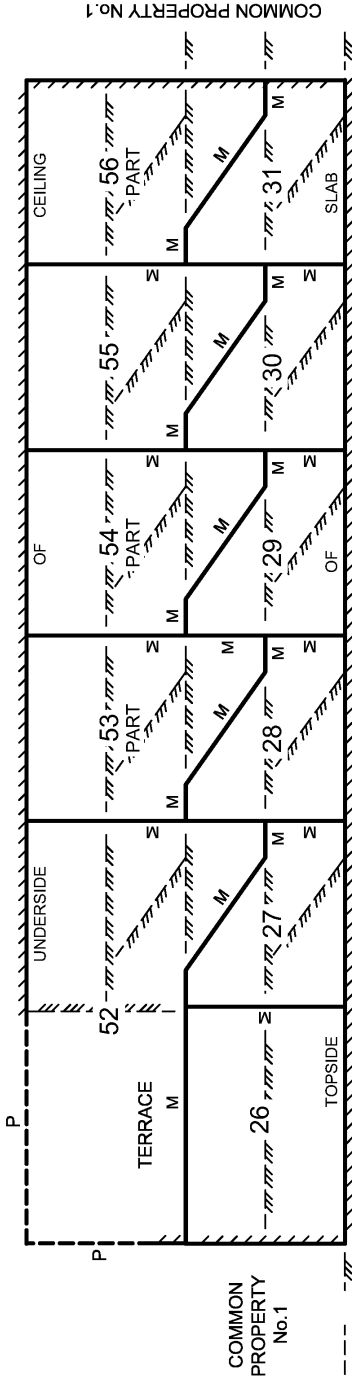
SECTION C-C'

NOT TO SCALE

PS 843057S

COMMON PROPERTY No.1

HUTTON ROAD



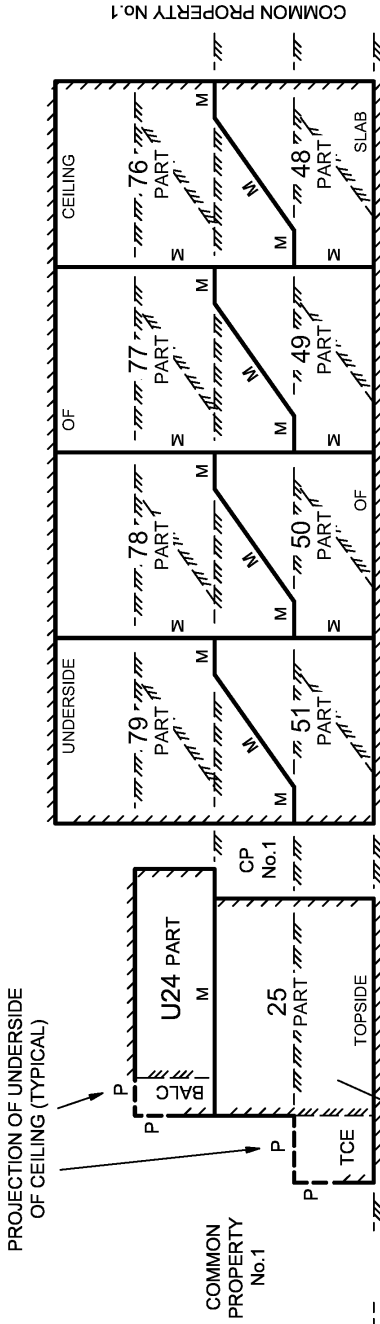
COMMON PROPERTY No.1

SECTION E-E'

NOT TO SCALE

COMMON PROPERTY No.1

HUTTON ROAD



COMMON PROPERTY No.1

TYPICAL FOR LOTS 22, 23 AND 24



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SCALE
N.T.S.

LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 27

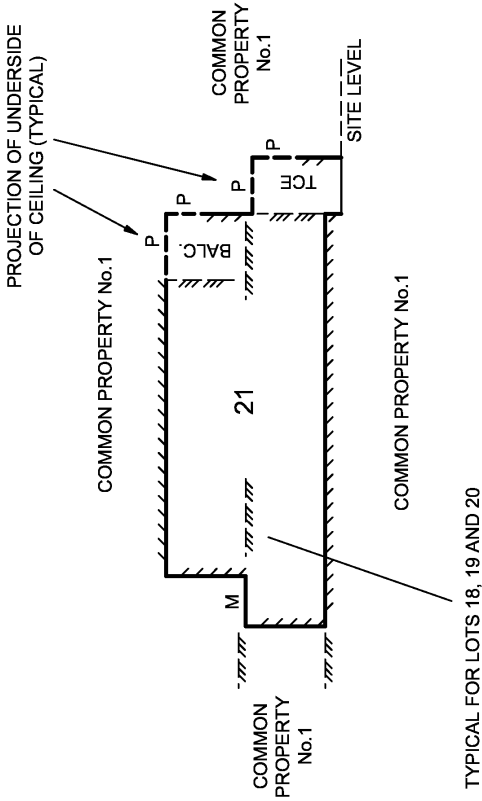
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City of Greater Dandenong,
23/01/2024,
SPEAR Ref: S170958J

SECTION F-F'

NOT TO SCALE

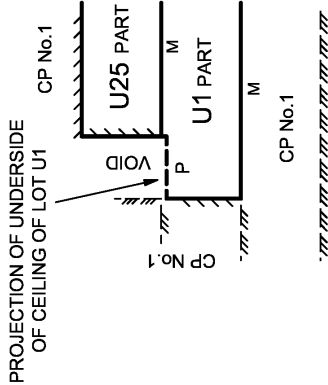
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DIAGRAM 4
- LEVEL 1
DIAGRAM 3
- GROUND LEVEL
DIAGRAM 2



SECTION G-G'

NOT TO SCALE

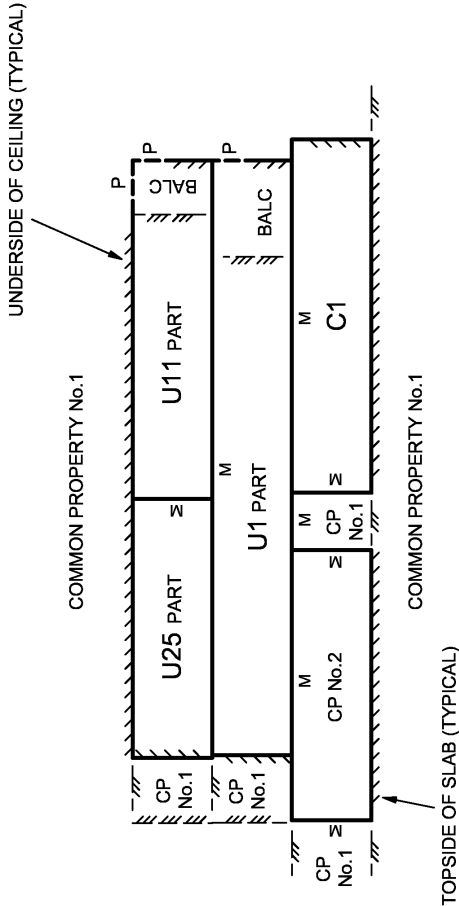
- LEVEL 2
DIAGRAM 4
- LEVEL 1
DIAGRAM 3
- GROUND LEVEL
DIAGRAM 2



SECTION H-H'

NOT TO SCALE

- LEVEL 2
DIAGRAM 4
- LEVEL 1
DIAGRAM 3
- GROUND LEVEL
DIAGRAM 2



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SCALE N.T.S.	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 28
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PS 843057S

CREATION OF A RESTRICTION

The following restriction is to be created upon registration of this plan.

Land to benefit: All lots on this plan

Land to be burdened: Common Property No.1 on this plan

Description of the restriction:

The registered proprietor or proprietors of Common Property No.1, shall not:

1. Remove any retained vegetation as shown on Planning Permit No. PLN17/0370 without the prior written consent of the Responsible Authority.

LAND DIMENSIONS



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SCALE
1:750

7.5 0 15 30
LENGTHS ARE IN METRES

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17/01/2024, SPEAR Ref: S170958J

ORIGINAL SHEET
SIZE: A3

SHEET 29

Digitally signed by:
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23/01/2024,
SPEAR Ref: S170958J



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS843057S

The land in PS843057S is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1, 2, Lots 1 - 79, C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, C11, C12, C13, U1, U2, U3, U4, U5, U6, U7, U8, U9, U10, U11, U12, U13, U14, U15, U16, U17, U18, U19, U20, U21, U22, U23, U24, U25, U26, U27, U28, U29, U30, U31.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

220 CHAPEL ROAD KEYSBOROUGH VIC 3173

PS843057S 09/02/2024

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC059584N 09/02/2024

Additional Owners Corporation Information:

PS843057S 09/02/2024

Notations:

ONLY THE MEMBERS OF OWNERS CORPORATION NO. 2 ARE ENTITLED TO USE COMMON PROPERTY NO. 2

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Lot 1	88	88
Lot 2	86	86
Lot 3	86	86
Lot 4	86	86



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS843057S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5	86	86
Lot 6	87	87
Lot 7	88	88
Lot 8	86	86
Lot 9	86	86
Lot 10	86	86
Lot 11	86	86
Lot 12	87	87
Lot 13	88	88
Lot 14	86	86
Lot 15	86	86
Lot 16	86	86
Lot 17	88	88
Lot 18	88	88
Lot 19	86	86
Lot 20	86	86
Lot 21	87	87
Lot 22	96	96
Lot 23	96	96
Lot 24	95	95
Lot 25	96	96
Lot 26	98	98
Lot 27	82	82
Lot 28	82	82
Lot 29	82	82
Lot 30	82	82
Lot 31	87	87
Lot 32	89	89
Lot 33	82	82



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS843057S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 34	82	82
Lot 35	82	82
Lot 36	82	82
Lot 37	82	82
Lot 38	82	82
Lot 39	97	97
Lot 40	83	83
Lot 41	83	83
Lot 42	83	83
Lot 43	83	83
Lot 44	83	83
Lot 45	83	83
Lot 46	83	83
Lot 47	84	84
Lot 48	84	84
Lot 49	83	83
Lot 50	83	83
Lot 51	83	83
Lot 52	105	105
Lot 53	103	103
Lot 54	103	103
Lot 55	103	103
Lot 56	105	105
Lot 57	105	105
Lot 58	103	103
Lot 59	103	103
Lot 60	103	103
Lot 61	103	103
Lot 62	103	103



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS843057S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 63	103	103
Lot 64	103	103
Lot 65	103	103
Lot 66	105	105
Lot 67	105	105
Lot 68	103	103
Lot 69	103	103
Lot 70	103	103
Lot 71	103	103
Lot 72	103	103
Lot 73	103	103
Lot 74	103	103
Lot 75	105	105
Lot 76	105	105
Lot 77	103	103
Lot 78	103	103
Lot 79	105	105
Lot C1	74	74
Lot C2	99	99
Lot C3	79	79
Lot C4	65	65
Lot C5	55	55
Lot C6	71	71
Lot C7	80	80
Lot C8	96	96
Lot C9	68	68
Lot C10	77	77
Lot C11	66	66
Lot C12	64	64



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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS843057S

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot C13	103	103
Lot U1	76	76
Lot U2	80	80
Lot U3	40	40
Lot U4	53	53
Lot U5	53	53
Lot U6	49	49
Lot U7	44	44
Lot U8	44	44
Lot U9	44	44
Lot U10	53	53
Lot U11	81	81
Lot U12	80	80
Lot U13	41	41
Lot U14	44	44
Lot U15	44	44
Lot U16	44	44
Lot U17	44	44
Lot U18	44	44
Lot U19	44	44
Lot U20	46	46
Lot U21	66	66
Lot U22	64	64
Lot U23	45	45
Lot U24	44	44
Lot U25	66	66
Lot U26	63	63
Lot U27	63	63
Lot U28	63	63



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OWNERS CORPORATION 1
PLAN NO. PS843057S

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot U29	63	63
Lot U30	63	63
Lot U31	64	64
Total	10000.00	10000.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS843057S

The land in PS843057S is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, C11, C12, C13.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

220 CHAPEL ROAD KEYSBOROUGH VIC 3173

PS843057S 09/02/2024

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC059583Q 09/02/2024

Additional Owners Corporation Information:

PS843057S 09/02/2024

Notations:

MEMBERS OF OWNERS CORPORATION NO. 2 ARE ALSO AFFECTED BY OWNERS CORPORATION NO. 1 FOLIO OF THE REGISTER FOR COMMON PROPERTY NO. 2 IS IN THE NAME OF OWNERS CORPORATION NO. 1

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot C1	739	739
Lot C2	997	997
Lot C3	798	798
Lot C4	652	652
Lot C5	547	547



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Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS843057S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot C6	713	713
Lot C7	801	801
Lot C8	963	963
Lot C9	686	686
Lot C10	770	770
Lot C11	666	666
Lot C12	638	638
Lot C13	1030	1030
Total	10000.00	10000.00

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

Statement End.

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Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

Form 18

Lodged by:

Name: MADDOCKS
Phone: 9288 3555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: MYM:DJW:5968315
Customer Code: 1167E

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

Land:

Certificate of title volume 8273 folio 925

Responsible Authority:

Greater Dandenong City Council of Municipal Offices, 39 Clow Street, Dandenong, Victoria

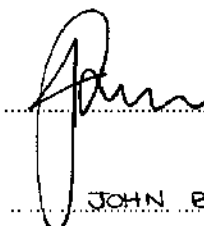
Section and Act under which agreement made:

Section 173 of the *Planning and Environment Act 1987*.

A copy of the Agreement is attached to this Application

Date: 13 JULY 2015

Signature for the Authority:



Name of officer:

JOHN BENNIE

AM212957X

28/09/2015 \$119.70 173



maintaining publicly searchable registers and indexes in the Victorian Land Registry.

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AM212957X

28/09/2015 \$119.70 173



Date 23/09/2015

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: 220 Chapel Road Keysborough
Purpose: Provision of infrastructure for road purposes

Greater Dandenong City Council

and

Roads Corporation

and

Glen Bell Heights Pty Ltd as Trustee for the Majtlls Family No. 3 Discretionary Trust

and

Bestmore Investments Pty Ltd as Trustee for the Bestmore Keysborough Trust

and

Tzedek Nominees Pty Ltd as Trustee for the Keysborough (Aroona) Trust and as Trustee for the Keysborough Two (Polo) Trust

[5967334; 10093776_1]

ME_104205456_4 (W2003x)

AM212957X

28/09/2015 \$119.70 173



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[5967334: 10093776_1]

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1

Agreement under Section 173 of the Planning and Environment Act 1987

DATE 23/09/2015

AM212957X

28/09/2015 \$119.70 173



BETWEEN

GREATER DANDENONG CITY COUNCIL
of Municipal Offices, 39 Clow Street, Dandenong

(Council)

AND

ROADS CORPORATION

(VicRoads)

AND

GLEN BELL HEIGHTS PTY LTD AS TRUSTEE FOR MAJTLIS FAMILY NO. 3 DISCRETIONARY TRUST

BESTMORE INVESTMENTS PTY LTD AS TRUSTEE FOR THE BESTMORE KEYSBOROUGH TRUST

TZEDEK NOMINEES PTY LTD AS TRUSTEE FOR THE KEYSBOROUGH (ARONA) TRUST AND AS TRUSTEE FOR THE KEYSBOROUGH TWO (POLO) TRUST

(collectively, the Owner)

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is the registered proprietor of the Subject Land.
- C. VicRoads is responsible for the management of Hutton Road which adjoins the Subject Land.
- D. Council is responsible for the management of Chapel Road, which adjoins the subject land.
- E. The owners of land at 211-215 Chapel Road, Keysborough (the Land at 211-215) have been granted a planning permit (Planning Permit PLN11/0062 issued by Council on 13 September 2011 and amended by VCAT in proceeding P3423/2011) for the development of a

[5967334: 10093778_1]

ME_104205458_4 (V/2003x)

Supermarket, use of the land for the purposes of a Medical Centre, a Plant Nursery and Office and a reduction in car parking requirements. Under that permit VicRoads imposed a condition requiring the owners to undertake road works at the Intersection. As at the date of this Agreement the owners of the land at 211-215 are a related entity to the Owner.

- F. The owners of the land at 211-215 have applied to VCAT for the review of a number of the conditions imposed including the VicRoads imposed condition referred to above. The owners of the land at 211-215 and the parties have agreed that in lieu of that condition the Owner will enter into this Agreement to provide for road works at the Intersection. The owners of the land at 211-215 will construct a new signalised intersection at Chapel Road in accordance with the permit issued for the land. An access road from the Subject Land to Chapel Road will be located at this intersection.
- G. The parties agree that development in the vicinity of the Intersection, including the development of the Subject Land will place increased demand on the Intersection. The parties agree that when the Subject Land is developed for a Commercial Purpose it will be necessary for certain road works to be undertaken at the Intersection.
- H. The parties enter into this Agreement to ensure those road works are undertaken and to ensure the facilitation of future access to the Subject Land.
- I. As at the date of this Agreement, the Subject Land is encumbered by a mortgage details of which are set out at Schedule 2 to this Agreement. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.

THE PARTIES AGREE

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

Council means Greater Dandenong City Council or its successors as the authority responsible for administering or enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors.

Commercial Purpose means development and use of the Subject Land for (a) activities involving retail and/or office; or a residential development.

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

Intersection means the intersection of Hutton Road and Chapel Road, Keysborough.

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[5967334; 10093776_1]

ME_104205456_4 (W2003x)

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Owner or Owners means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

party or parties means the Owner, Council and VicRoads under this Agreement as appropriate.

Planning Permit means planning permit PLN11/0062 issued by Council on 13 September 2011 and any subsequent amendment.

Planning Scheme means the Greater Dandenong Planning Scheme and any other planning scheme that applies to the Subject Land.

Road Works means the proposed access road from Chapel Road to the Subject Land and the improvement works at the Intersection generally in accordance with those works indicated in black on Plan CG107386 T11 P2 prepared by Cardno and dated 27 March 2013, as attached to the Agreement in Schedule 1. Road Works include all draining, kerb and channels, street lighting, pavement, and any necessary traffic control devices, all to the satisfaction of Council and VicRoads.

Subject Land means the land located generally at 220 Chapel Road, Keysborough and contained in Certificate of Title Volume 8273 Folio 925 (Lot 1 on Plan of Subdivision S04514J).

The land at 211-215 means the land at 211-215 Chapel Road, Keysborough.

VicRoads means the Roads Corporation of Victoria.

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28/09/2015 \$119.70 173


2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them only in so far as the obligations in this Agreement are relevant to that part of the Subject Land in which they have an interest. This Agreement does not impose joint and several obligations but only several obligations.

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- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER

prior to the occupation of the development of the Subject Land for a Commercial Purpose, the Owner must construct, carry out and complete the Road Works:

- 3.1.1 in accordance with detailed designs and specifications as approved by Council and VicRoads;
- 3.1.2 in accordance with all necessary permits/approvals, which the Owner must obtain at their own cost;
- 3.1.3 at the time or times specified in clause 3.2;
- 3.1.4 at no cost to Council or VicRoads; and
- 3.1.5 to the satisfaction of Council and VicRoads.
- 3.2 Prior to commencing the Road Works, the Owner must prepare at its own cost and submit to Council and VicRoads for approval detailed plans and specifications for the Road Works.
- 3.3 Once the Road Works are completed to the satisfaction of Council and VicRoads, the Owner must maintain the Road Works for a period of 12 months at its cost to the satisfaction of Council and VicRoads.
- 3.4 The obligations imposed on the Owner by clauses 3.1, 3.2 and 3.3 may be waived or varied by Council and VicRoads.



4. FURTHER OBLIGATIONS OF THE OWNER

4.1 Notice and Registration

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The Owner covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

4.3 Costs

The Owner acknowledges and agrees that the Owner will pay VicRoads' and Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement.

5. OBLIGATIONS OF COUNCIL

Council acknowledges and agrees that:

the proposed Road Works have been generally designed to accommodate development of the Subject Land for a Commercial Purpose and, subject to:

- 5.1.1 the provision of detailed design; and
- 5.1.2 the provision of a functional stage road safety audit and a swept path analysis; and
- 5.1.3 the consideration of any issues raised by the assessment made under sub-clause 5.1.2;

are a generally appropriate form of access/egress for the Subject Land to/from Chapel Road and Hutton Road.

6. OBLIGATIONS OF VICROADS

VicRoads acknowledges and agrees that:

- 6.1 the proposed Road Works have been generally designed to accommodate a development of the Subject Land for a Commercial Purpose and, subject to:

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- 6.1.1 the provision of detailed design; and
- 6.1.2 the provision of a functional stage road safety audit and a swept path analysis; and
- 6.1.3 the consideration of any issues raised by the assessments made under sub-clause 6.1.2; and
- 6.1.4 consideration of any specific proposal for the development of the Subject Land for a Commercial Purpose.

are a generally appropriate form of access and egress for the Site to/from Chapel Road and Hutton Road; and

- 6.2 the proposed Road Works satisfy the requirements of condition 43.2 of the Planning Permit.

7. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

8. SUCCESSORS IN TITLE

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

- 8.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 8.2 execute a deed agreeing to be bound by the terms of this Agreement.

9. GENERAL MATTERS

9.1 Notices

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

- 9.1.1 by delivering it personally to that party;
- 9.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

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

9.2 Service of Notice

A notice or other communication is deemed served:

- 9.2.1 if delivered, on the next following business day;
- 9.2.2 if posted, on the expiration of 2 business days after the date of posting; or
- 9.2.3 if sent by facsimile, when the sending party receives a confirmation of transmission except that where this occurs after 4 pm, the service is deemed to have been effected on the next following business day.

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9.3 No Waiver

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

9.4 Severability

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

9.5 No Fettering of VicRoads' or Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council or VicRoads to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

9.6 Commercial Agreement

The parties acknowledge and agree that in addition to being an Agreement pursuant to s173 of the Act, this Agreement is also a commercial agreement between the parties.

10. GST

- 10.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)* have the same meaning as their definition in that Act.

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- 10.2 The parties agree that Division 82 of the GST Act applies to the supplies made under and in connection with this Agreement.
- 10.3 Any consideration to be paid or provided for a supply made under or in connection with this Agreement, unless specifically described in this Agreement as 'GST inclusive', does not include an amount on account of GST.
- 10.4 Despite any other provision in this Agreement, if a party ('Supplier') makes a supply under or in connection with this Agreement on which GST is payable (not being a supply the consideration for which is specifically described in this Agreement as 'GST inclusive'):
 - 10.4.1 the consideration payable or to be provided for that supply under this Agreement but for the application of this clause ('GST exclusive consideration') is increased by, and the recipient of the supply ('Recipient') must also pay to the Supplier, an amount equal to the GST exclusive consideration multiplied by the prevailing rate of GST ('GST Amount'); and
 - 10.4.2 subject to clause 10.7, the GST Amount must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.
- 10.5 If a payment to a party under this Agreement is a reimbursement or indemnification or otherwise calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party, or the representative member of the GST group that party is a member of (as the case may be), is entitled in respect of that loss, cost or expense.
- 10.6 If the consideration for a supply under this Agreement is calculated by reference to the consideration for another supply, in performing that calculation, the consideration payable or to be provided for the supply under this Agreement excludes any GST payable included in the consideration payable for that other supply.
- 10.7 The Recipient need not pay the GST Amount in respect of a taxable supply made under or in connection with this Agreement until the Supplier has given the Recipient a tax invoice in respect of that taxable supply.

11. COUNTERPARTS

- 11.1 This agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the parties on the exchange of executed counterparts. A copy of the original executed counterpart sent by facsimile or email:

- 11.1.1 must be treated as an original counterpart;

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11.1.2 is sufficient evidence of the execution of the original; and

11.1.3 may be produced in evidence for all purposes in place of the original.

12. ENDING OF AGREEMENT

12.1 Ending

This Agreement ends in accordance with Section 177 of the Act, when the Road Works are completed to the satisfaction of Council and VicRoads.

12.2 Obligations

Upon the ending of the Agreement Council and VicRoads must, as soon as practicable at the request and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183 (2) of the Act to cancel the recording of the Agreement on the registrar.

13. COMMENCEMENT OF AGREEMENT

This Agreement commences immediately on the date it is executed.

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SCHEDULE 1 – ROAD WORKS

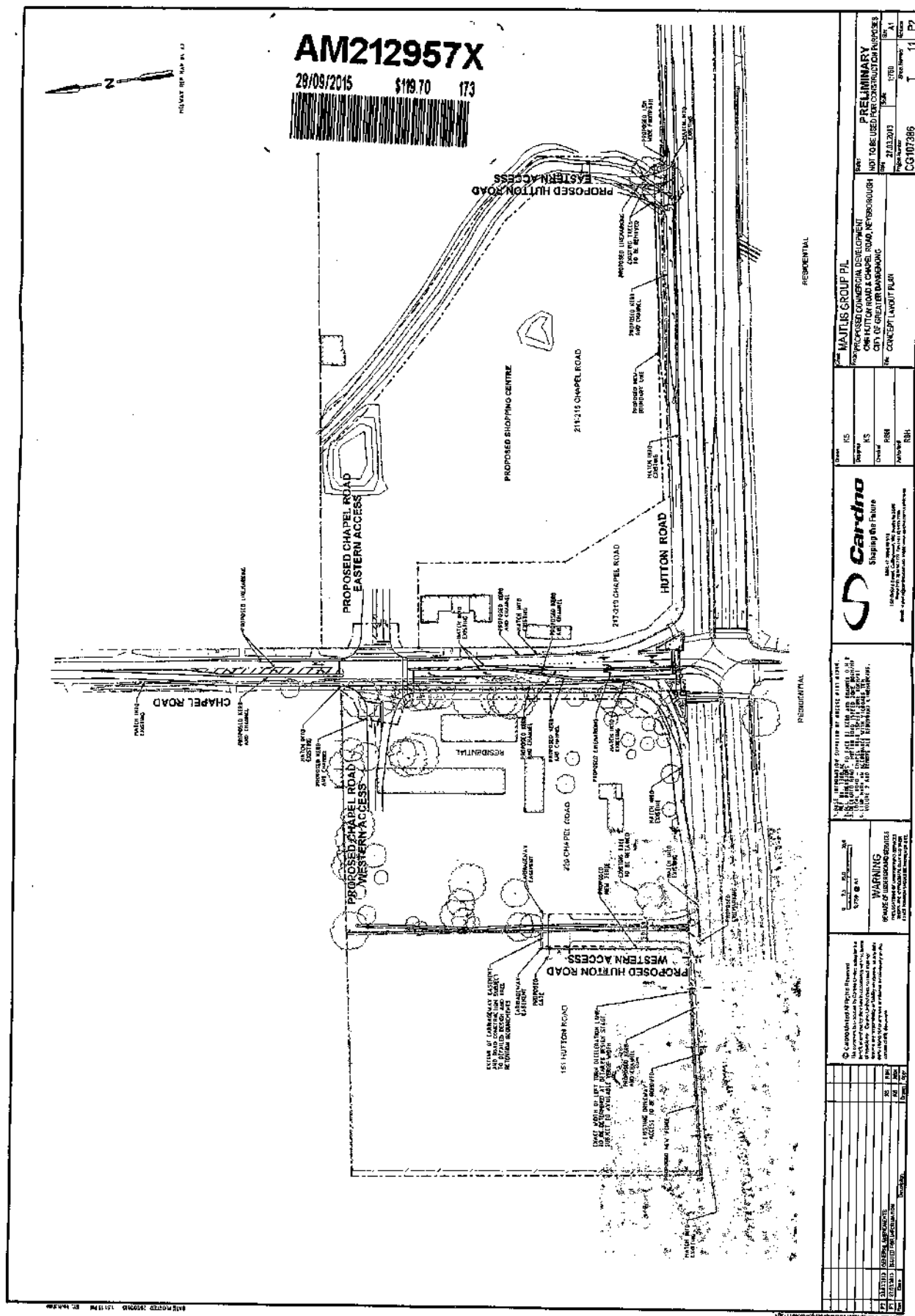
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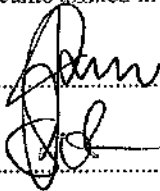
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SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

**THE COMMON SEAL OF GREATER
DANDENONG CITY COUNCIL** was
hereunto affixed in the presence of:


.....
.....

Chief Executive Officer

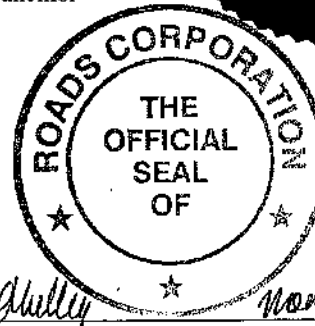
Councillor



The **OFFICIAL SEAL** of the **ROADS
CORPORATION** was hereunto affixed in the
presence of:


Signature of Authorised Officer

GEORGE MAUROZENI
Name of Authorised Officer



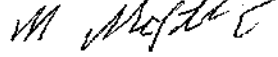

 
Signature of Authorised Officer

Shelley Marcus
Director Legal Services

Name of Authorised Officer

SIGNED SEALED AND DELIVERED by
GLEN BELL HEIGHTS PTY LTD
AS TRUSTEE FOR MAJTLIS FAMILY
NO. 3 DISCRETIONARY TRUST

in the presence of

) 
) 
)
)

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Signature of Witness

Name of Witness

SIGNED SEALED AND DELIVERED by
BESTMORE INVESTMENTS PTY
LTD AS TRUSTEE FOR THE BESTMORE
KEYSBOROUGH TRUST in the presence of

Signature of Witness

Name of Witness

SIGNED SEALED AND DELIVERED by
TZEDEK NOMINEES PTY LTD AS
TRUSTEE FOR THE KEYSBOROUGH
(ARONA) TRUST AND AS TRUSTEE
FOR THE KEYSBOROUGH TWO (POLO)
TRUST in the presence of

Signature of Witness _____

Name of Witness

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Mortgagee's Consent

Westpac Banking Corporation as Mortgagee of registered mortgage No. AE487766M consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Daisy Soares

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

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

Signature of Witness

[5967334: 10083776_1]

ME_104206456_4 (W2003x)

Application by a responsible authority for the making of a recording of an agreement

Section 181 *Planning and Environment Act 1987*

Form 18

Lodged by:

Name: MADDOCKS
Phone: 9288 3555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: MYM:DJW:5968315
Customer Code: 1167E

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

Land:

Certificate of title volume 10983 folio 623 and volume 8273 folio 925

Responsible Authority:

Greater Dandenong City Council of Municipal Offices, 39 Clow Street, Dandenong, Victoria

Section and Act under which agreement made:

Section 173 of the *Planning and Environment Act 1987*.

A copy of the Agreement is attached to this Application

Date: 15 JULY 2015

Signature for the Authority:

Name of officer:

JOHN BENNIE

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Agreement under section 173 Planning & Environment Act

151 Hutton Road and 220 Chapel Road,
Keysborough

Glen Bell Heights Pty Ltd as trustee for the Majtlis Family
No. 3 Discretionary Trust, Bestmore Investments Pty Ltd as
trustee for the Bestmore Keysborough Trust and Tzedek
Nominees Pty Ltd as trustee for the Keysborough (Aroona)
Trust and as trustee for the Keysborough Two (Polo) Trust
(220 Chapel Owner)

Amanat Holdings Pty Ltd **(151 Hutton Owner)**

Roads Corporation **(VicRoads)**

Greater Dandenong City Council **(Council)**

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L A W Y E E R S

RIALTO TOWERS, 525 COLLINS STREET, MELBOURNE VIC 3000, DX 204 MELBOURNE
TEL: +61 3 8608 2000 FAX: +61 3 8608 1000
www.minterellison.com

Agreement under section 173 Planning & Environment Act

151 Hutton Road and 220 Chapel Road, Keysborough South

Details

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Date *23 September 2015*

Parties

Name Glen Bell Heights Pty Ltd as trustee for the Majtlis Family No. 3 Discretionary Trust, Bestmore Investments Pty Ltd as trustee for the Bestmore Keysborough Trust and Tzedek Nominees Pty Ltd as trustee for the Keysborough (Aroona) Trust and as trustee for the Keysborough Two (Polo) Trust

Short form name **220 Chapel Owner**

Notice details 443 Toorak Road, Toorak
 Attn: William Majtlis

Name Amanat Holdings Pty Ltd

Short form name **151 Hutton Owner**

Notice details 64 Tulip Grove, Cheltenham VIC 3192
 Attn: Michael Mazur

Name Roads Corporation

Short form name **VicRoads**

Notice details 60 Denmark Street
 KEW VIC 3101
 Attn: Anitha Viswanathan

Name Greater Dandenong City Council

Short form name **Council**

Notice details Municipal Offices, 39 Clow Street, Dandenong VIC
 Attn: Nikki Brock

Background

- A The 220 Chapel Owner owns the 220 Chapel Land.
- B The 151 Hutton Owner owns the 151 Hutton Land.
- C The Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- D VicRoads is a referral authority pursuant to the Act for the Planning Scheme.
- E VicRoads is responsible for the management of Hutton Road which runs along the southern boundary of each of the 151 Hutton Land and the 220 Chapel Land.

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- F The 220 Chapel Owner has obtained the Planning Permit to construct a new access road off Hutton Road, Keysborough over part of the 220 Chapel Land and part of the 151 Hutton Land.
- G The 220 Chapel Owner may elect to construct the new access road referred to in Recital F.
- H The parties enter into this Agreement to set out the respective rights and obligations of the parties in relation to the construction of the new access road referred to in Recital F.

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Agreed terms

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1. Defined terms & interpretation

1.1 Defined terms

In this Agreement:

151 Hutton Land means the land located generally at 151 Hutton Road, Keysborough and contained in Certificate of Title Volume 10983 Folio 623 (Lot 1 on Title Plan 165257A).

151 Hutton Mortgage means the registered mortgage granted by the 151 Hutton Owner to the Commonwealth Bank of Australia and registered on the certificate of title to the 151 Hutton Land as dealing no. U989647X.

151 Hutton Owner means Amanat Holdings Pty Ltd or such other person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the 151 Hutton Land or any part of it and includes a mortgagee-in-possession.

220 Chapel Land means the land located generally at 220 Chapel Road, Keysborough and contained in Certificate of Title Volume 8273 Folio 925 (Lot 1 on Plan of Subdivision 504514J).

220 Chapel Mortgage means the registered mortgage granted by the 220 Chapel Owner to the Westpac Banking Corporation and registered on the certificate of title to the 220 Chapel Land as dealing no. AE487766M.

220 Chapel Owner means each of the following entities collectively:

- (a) Glen Bell Heights Pty Ltd as trustee for the MajtIs Family No. 3 Discretionary Trust as to 2 of a total of 4 equal undivided shares;
- (b) Bestmore Investments Pty Ltd as trustee for the Bestmore Keysborough Trust as to 1 of a total of 4 equal undivided shares; and
- (c) Tzedek Nominees Pty Ltd as trustee for the Keysborough (Aroona) Trust and as trustee for the Keysborough Two (Polo) Trust as to 1 of a total of 4 equal undivided shares,

or such other person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the 220 Chapel Land or any part of it and includes a mortgagee-in-possession.

Act means the *Planning & Environment Act 1987* (Vic).

Agreement means this agreement.

Approval means any permit, licence, consent, grant, certificate, sealing or other approval obtained or required to be obtained from an Authority or any other person in relation to the Works and includes any requisition, condition or requirement from an Authority or any other person.

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Artefacts means any archaeological artefacts, fossils, human remains or similar materials which are protected or are required to be preserved or treated in a particular manner or require investigation or excavation in situ.

Authority means any government or any public, statutory, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature however arising and whether present or future, fixed or unascertained, actual or contingent, and whether at law, in equity, under statute or otherwise.

Closure Works means all things reasonably required to permanently close-off the Existing Access Points and prevent egress from and ingress to the 151 Hutton Land via the Existing Access Points to/from Hutton Road.

Conditions Subsequent Date means the date being 24 months from the date of this Agreement (or such later date (if any) agreed in writing by the 220 Chapel Owner and the 151 Hutton Owner.

Commercial Purpose means development and use of the 220 Chapel Land for (a) activities involving retail and/or office or (b) a residential development.

Council means Greater Dandenong City Council, its successors or assigns.

Delay Event means each and any of the following:

- (a) a breach of this Agreement by a party to this Agreement (except the 220 Chapel Owner);
- (b) a change in Law of the State which comes into effect after the date of this Agreement (other than a Law with respect to taxation) which:
 - (i) requires a variation to be made to the Works to comply with the Law; or
 - (ii) was not introduced or tabled as a bill in the Parliament of the State prior to the date of this Agreement;
- (c) an industrial action or dispute which is:
 - (i) not confined to the Works; or
 - (ii) caused by a party to this Agreement (except the 220 Chapel Owner);
- (d) a Force Majeure Event;
- (e) the discovery of any Artefacts on the 220 Chapel Land or the 151 Hutton Land which are protected or are required to be preserved or treated in a particular manner or require investigation or excavation in situ;
- (f) any claim made under the *Native Title Act 1993* (Cth) in relation to the 220 Chapel Land, the 151 Hutton Land or the Hutton Road road reservation;

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- (g) the discovery of any latent conditions affecting the 220 Chapel Land or the 151 Hutton Land which require additional works not part of the Works;
- (h) the carrying out of any variation to the Works requested by the 151 Hutton Owner (where such variation has been agreed to by the 220 Chapel Owner), VicRoads or Council.

Existing Access Points means the existing access points to Hutton Road for the 151 Hutton Land as shown on the plan contained in **Schedule 1**.

Existing Services means the light pole and private water mains located on the 151 Hutton Land as indicated on the plan contained in **Schedule 1**.

Force Majeure Event means any event or circumstance or combination of events or circumstances comprising earthquake, act of God, natural disaster, fire, riots, civil commotion, malicious damage, sabotage, act of public enemy, war, revolution, terrorism or radioactive contamination, which prevent the 220 Chapel Owner from performing the Works.

Good Design and Construction Practices means practices followed when work is undertaken:

- (a) in a sound and workmanlike manner;
- (b) with due care and skill in applying nationally accepted urban design, building design, engineering, construction and management practices, standards and procedures;
- (c) with due expedition and without unnecessary or unreasonable delays having regard to any Delay Events;
- (d) in a manner which allows the Works to be efficiently performed; and
- (e) in accordance with all applicable Law and relevant standard published by Standards Australia Limited.

Intersection means the intersection of Hutton Road and Chapel Road, Keysborough.

Law means:

- (a) principles of law or equity of general application in Australia established by decisions of courts;
- (b) statutes, regulations, by-laws, ordinances, orders, awards, proclamations and local laws of the Commonwealth, the State, the Council or an Authority;
- (c) the Constitution of the Commonwealth;
- (d) binding requirements and mandatory approvals (including conditions) of the Commonwealth, the State or an Authority which have the force of law; and
- (e) guidelines of the Commonwealth, the State or a Government Agency which have the force of law.

Loss means any loss, cost, expense, damage, liability, damages or exposure of any type and however arising incurred by a party including legal costs and expenses on a full indemnity basis, direct, indirect or consequential loss, liability to third parties, loss of revenue and loss of profit.

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New Access Road means a new access road off Hutton Road, Keysborough over part of the 220 Chapel Land and part of the 151 Hutton Land generally in accordance with the road designated in green as 'Proposed Access' on Plan CG107386 T09 P6 prepared by Cardno and dated 25/03/2013, as submitted in the application for the Planning Permit and as attached to the Agreement in the location as shown on the plan contained in Schedule 2.

Notice means any notice, demand, consent, approval or communication under this Agreement.

Owners means the 220 Chapel Owner and the 151 Hutton Owner collectively.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interest in the Subject Land.

Planning Permit means planning permit PLN/13.0507.01 issued by the Responsible Authority on 28 October 2013 for the construction and development of the New Access Road (which may include any necessary easements) and includes the plans endorsed under that planning permit.

Planning Scheme means the Greater Dandenong Planning Scheme and any successor instrument or other planning scheme which applies to the Land.

Practical Completion means the stage in execution of the Works where:

- (a) the Works are, in the opinion of the 220 Chapel Owner, complete except for minor omissions and defects:
 - (i) where the immediate making good of which by the 220 Chapel Owner is not practicable;
 - (ii) which do not hinder or prevent the New Access Road from being used for its intended purpose;
 - (iii) which do not affect the safe and convenient use of the New Access Road; and
 - (iv) the rectification or completion of which will not affect the quiet enjoyment of, or prevent the continuous and unrestricted use of, access to and egress from, the New Access Road; and
- (b) the completion of the Works have been approved in writing by VicRoads and the Council and being to their satisfaction.

Responsible Authority means Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors.

Right of Carriageway means a full and free right and liberty to go pass and re-pass at all times and for all purposes, either with or without vehicles, horses or other animals, carts or other carriages, into and out of and from the land benefitted by this right or any part thereof.

Road Works means the proposed works at the Intersection generally in accordance with those works indicated in black on Plan CG107386 T011 P3 prepared by Cardno and dated 19 August 2014, as attached to the Agreement in the location as shown on the plan contained in Schedule 2. Road Works include all draining, kerb and channels, street lighting, pavement, and any necessary traffic control devices, all to the satisfaction of Council and VicRoads.

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State means the State of Victoria.

VCAT means the Victorian Civil and Administrative Tribunal.

VicRoads means the Roads Corporation, being a statutory corporation established pursuant to section 15 of the *Transport Act 1983* (Vic) and continued under Part 5 Division 2 of the *Transport Integration Act 2010* (Vic).

Works means all works required to construct and complete the New Access Road in accordance with the Planning Permit and to the satisfaction of VicRoads and Council.

1.2 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to an information table, a clause, paragraph, schedule or annexure is to the Information Table, a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes the Information Table and any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to a party is to a party to this Agreement, and a reference to a party to this Agreement includes the party's executors, administrators, successors and permitted assigns and substitutes whether under the Act or otherwise;
- (f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (g) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Section 173 Agreement

2.1 Purpose

This Agreement is made under section 173 of the Act. In entering into the Agreement the parties intend to achieve or advance the objectives of planning in Victoria or the objectives of the Planning Scheme.

2.2 Burden of covenants

The parties intend that the burden of the covenants run with the 151 Hutton Land and the 220 Chapel Land.

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3. Commencement and operation of Agreement

3.1 Commencement

This Agreement comes into force on the date of this Agreement subject to clause 3.2.

3.2 Conditions subsequent to formation

- (a) This Agreement is made subject to each of the following conditions subsequent:
- (i) The 220 Chapel Owner notifying the 151 Hutton Owner in writing that the Planning Permit is on terms and conditions satisfactory to the 220 Chapel Owner in its absolute discretion; and
 - (ii) The 220 Chapel Owner having obtained a planning permit for the development and use of the 220 Chapel Land for a Commercial Purpose which requires the construction of the Road Works.
 - (iii) The 220 Chapel Owner having obtained any necessary works approvals or consents for the New Access Road from VicRoads under the Road Management Act 2004.

3.3 Waiver of conditions subsequent

The conditions subsequent in clause 3.2(a) can only be waived by the 220 Chapel Owner in writing before the Conditions Subsequent Date.

3.4 Right of termination

A party may terminate this Agreement by written notice to the other parties if, by the Conditions Subsequent Date, any of the conditions subsequent in clause 3.2(a) have not been satisfied or, under clause 3.3, waived.

3.5 Consequences of termination

If a party terminates this Agreement under clause 3.4, then:

- (a) no compensation may be claimed by any party from another party;
- (b) except to the extent that a party has any Claim against another party for a breach of a provision of this Agreement:
 - (i) no party will be responsible for any Loss incurred by the another party incurred in connection with or arising out of the termination of this Agreement; and
 - (ii) no party will be entitled to bring any Claim against the other party in relation to this Agreement.

4. Ending of Agreement

4.1 Date of termination

The parties may agree in writing that this Agreement is to end.

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4.2 Termination in part

At any time prior to the ending of this Agreement, the Council and VicRoads may, by notice in writing to the Owners, release any part of the 220 Chapel Land and/or 151 Hutton Land from the effect of this Agreement. On the service of a notice under this clause, this Agreement will terminate as to that part of the 220 Chapel Land and/or 151 Hutton Land specified in the notice. This Agreement will remain in full force and effect in relation to that part of the 220 Chapel Land and/or 151 Hutton Land that is not specified in the notice. This Agreement may also be ended in accordance with the provisions of the Act.

5. Covenants by the 220 Chapel Owner

5.1 Construction of the New Access Road

- (a) Once all of the conditions subsequent in clause 3.2(a) have been satisfied or, under clause 3.3, waived, the 220 Chapel Owner may, at its sole and absolute discretion, by notice in writing to the 151 Hutton Owner, elect to construct the New Access Road prior to the expiry of the Planning Permit.
- (b) The New Access Road may be constructed in conjunction with, or after the completion of, the Road Works, but must not be opened for use until the Road Works are completed to the satisfaction of Council and VicRoads.
- (c) If the 220 Chapel Owner elects to construct the New Access Road, the 220 Chapel Owner covenants that it will carry out and complete the Works:
 - (i) using Good Design and Construction Practices;
 - (ii) accordance with the plan contained in Schedule 2; and
 - (iii) at its own cost.

5.2 Access to Chapel Road

If the conditions subsequent in clause 3.2(a) are met and the 220 Chapel Owner elects pursuant to clause 5.1 to construct the New Access Road, the 220 Chapel Owner must, unless otherwise agreed by Council and VicRoads, ensure that the design and layout of any development of the 220 Chapel Land

- (a) enables all passenger and delivery vehicles to traverse from the New Access Road through to Chapel Road and vice versa; and
- (b) does not provide a direct connection from the New Access Road through to Chapel Road and vice versa and includes sections with speed limitations and traffic calming devices.
- (c) Clause 5.2 applies despite any subdivision of the 220 Chapel Land.

5.3 Relocation of the Existing Services

- (a) Upon Practical Completion of the Works, the 220 Chapel Owner will, as part of the works required to close the Existing Access Points, undertake such works as are reasonably required relocate the Existing Services:
 - (i) using Good Design and Construction Practices;

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- (ii) to the locations to the satisfaction of the Responsible Authority; and
 - (iii) at its own cost.
- (b) The 220 Chapel Owner will, at its own cost, be responsible for obtaining all necessary Approvals to carry out the works required to relocate the Existing Services.

5.4 Provision of Services

Where, as part of the development of the 220 Chapel Land, water, electricity and sewerage services are provided to the 220 Chapel Land, the 220 Chapel Owner will provide connection of those services to the boundary between the 220 Chapel Land and the 151 Hutton Land, at a location to the satisfaction of the Responsible Authority.

5.5 Fencing

Immediately following the construction of the New Access Road the 220 Chapel Owner will construct a 6 foot high chain wire fence, at its cost, in the location marked 'Proposed New Fencing' on Plan CG107386 T011 P3 contained in Schedule 2.

5.6 Successors in title

The 220 Chapel Owner must not sell, agree to sell, transfer, dispose of, assign, mortgage or otherwise deal with its interest in the whole or any part of the Land before this Agreement is registered on the title to the Land unless the 220 Chapel Owner has first:

- (a) disclosed in writing to the party with whom the 220 Chapel Owner proposes to deal with its interest, the existence and nature of this Agreement; and
- (b) entered into a deed with the 220 Chapel Owner's successors, in a form satisfactory to the Council (acting reasonably) under which the 220 Chapel Owner's successor will be bound by this Agreement.

5.7 Registration

The 220 Chapel Owner must do all things that are reasonably necessary to permit the Council to register this Agreement under section 181 of the Act.

6. Grant of right of access and occupation – 151 Hutton Road

- (a) If, pursuant to clause 5.1(a), the 220 Chapel Owner notifies the 151 Hutton Owner that the 220 Chapel Owner intends to carry out the Works to construct the New Access Road, the 151 Hutton Owner will permit the 220 Chapel Owner, as a licensee only, to enter upon and occupy those parts of the 151 Hutton Land as may be required to carry out the Works (**Licensed Area**) under a non-exclusive licence for the sole purpose of the carrying out the Works.
- (b) The 220 Chapel Owner must not use the Licensed Area for any purpose other than the carrying out of the Works.
- (c) In carrying out the Works, the 220 Chapel Owner must comply with:
 - (i) the provisions of this Agreement relating to the carrying out of the Works generally;

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- (ii) any reasonable written directions by the 151 Hutton Owner relating to the health and safety of persons on the 151 Hutton Land or the protection of property owned by the 151 Hutton Owner; and
 - (iii) the Planning Permit.
- (d) The 220 Chapel Owner must, as soon as reasonably practicable after Practical Completion of the Works has been achieved:
 - (i) make good (where practicable) any damage to and otherwise render safe the Licensed Area (except that part of the Licensed Area which forms the New Access Road; and
 - (ii) vacate the Licensed Area as soon as practicable after complying with clause 6(d)(i).
- (e) The 220 Chapel Owner agrees to use and occupy the Licensed Area at the 220 Chapel Owner's risk.
- (f) The 220 Chapel Owner irrevocably and unconditionally accepts all risks in connection with the carrying out of the Works.
- (g) Prior to entering upon and taking occupation of the Licensed Area, the 220 Chapel Owner must effect and maintain the following insurance policies:
 - (i) contract works insurance policy in respect and to the value of the Works; and
 - (ii) insurance (in the name of the 220 Chapel Owner and noting the interest of the 151 Chapel Owner in the Licensed Area) with a limit of at least \$10 million for any one occurrence, to cover:
 - (A) personal injury to, or the death of any person (excluding a person who at the time of the injury or death is defined as a worker of the Insured under any statute relating to workers' or accident compensation insurance); and
 - (B) loss, destruction or damage to any property (other than the Works).

7. Covenants by the 151 Hutton Owner

7.1 Closure of the Existing Access

Upon Practical Completion of the Works and contemporaneously with the opening for use of the New Access Road, the 151 Hutton Owner must install temporary works, to the satisfaction of VicRoads, to prevent vehicle use of the Existing Access.

Within 6 months of Practical Completion of the Works being achieved, or such other time as agreed in writing by VicRoads, the 151 Hutton Owner must do all things reasonable required to permanently close off the Existing Access Points and prevent egress from and ingress to the 151 Hutton land via the Existing Access Points to/from Hutton Road.

The 220 Chapel Owner must reimburse the 151 Hutton Owner all reasonable costs incurred by the 151 Hutton Owner in permanently closing the Existing Access.

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The 151 Hutton Owner will remain solely and absolutely responsible for all and any works required (including all costs) to connect any internal roads or paths within the 151 Hutton Land to the New Access Road.

7.2 Assistance

- (a) The 151 Hutton Owner will, do all things reasonably required as the registered proprietor of the 151 Hutton Land to facilitate:
 - (i) the conduct of the Works;
 - (ii) the completion of the New Access Road;
 - (iii) the closure of the Existing Access Points;
 - (iv) and the relocation of the Existing Services,
 including signing any applications for an Approval where such an application can only be signed or authorised by the registered proprietor of the 151 Hutton Land.
- (b) Despite clause 7.2(a), the 151 Hutton Owner will not be required to do any thing if the 220 Chapel Owner does not consent to the payment of the costs incurred in relation to the 151 Hutton Owner doing that thing.
- (c) The 220 Chapel Owner must reimburse the 151 Hutton Owner for any third party costs incurred by the 151 Hutton Owner in complying with clause 7.2(a).

7.3 Successors in title

The 151 Hutton Owner must not sell, agree to sell, transfer, dispose of, assign, mortgage or otherwise deal with its interest in the whole or any part of the 151 Hutton Land before this Agreement is registered on the title to the 151 Hutton Land unless the 151 Hutton Owner has first:

- (a) disclosed in writing to the party with whom the 151 Hutton Owner proposes to deal with its interest, the existence and nature of this Agreement; and
- (b) entered into a deed with the 151 Hutton Owner's successors, in a form satisfactory to the Council (acting reasonably) under which the 151 Hutton Owner's successor will be bound by this Agreement.

7.4 Registration

The 151 Hutton Owner must do all things that are reasonably necessary to permit the Council to register this Agreement under section 181 of the Act.

8. Grant of Right of Carriageway

- (a) As soon as is practicable after Practical Completion of the Works, the Owners will do all things and sign all documents reasonably required to grant a reciprocal Right of Carriageway burdening each of the 151 Hutton Land and the 220 Chapel Land and benefitting each of the 220 Chapel Land and the 151 Hutton Land insofar as the New Access Road affects the 220 Chapel Land and the 151 Hutton Land.
- (b) The 220 Chapel Owner will be responsible for all costs incurred in relation to the grant of the reciprocal Rights of Carriageway including:

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- (i) the costs of preparing and finalising any plan of survey; and
- (ii) all registration fees payable to enable the Rights of Carriageway to be registered on the certificate of title for each of the 151 Hutton Land and the 220 Chapel Land.

9. Mortgagee consent

- (a) The 220 Chapel Owner must, at its own cost and expense, use its best endeavours to procure:
 - (i) the consent of the mortgagee under the 220 Chapel Mortgage to:
 - (A) the registration of:
 - (I) this Agreement; and
 - (II) the Right of Carriageway pursuant to clause 8 of this Agreement, upon the certificate of title to the 220 Chapel Land; and
 - (B) the construction of the New Access Road; and
 - (ii) the prompt and timely production by the mortgagee under the 220 Chapel Mortgage of the duplicate certificate of title for the 220 Chapel Land at Land Victoria.
- (b) The 220 Chapel Owner must notify the 151 Hutton Owner and the Council upon satisfying its obligations under clause 9(a).
- (c) The 151 Hutton Owner must, at its own cost and expense, use its best endeavours to procure:
 - (i) the consent of the mortgagee under the 151 Hutton Mortgage to:
 - (A) the registration of:
 - (I) this Agreement; and
 - (II) the Right of Carriageway pursuant to clause 8 of this Agreement, upon the certificate of title to the 151 Hutton Land; and
 - (B) the construction of the New Access Road; and
 - (ii) the prompt and timely production by the mortgagee under the 151 Hutton Mortgage of the duplicate certificate of title for the 151 Hutton Land at Land Victoria.
- (d) The 151 Hutton Owner must notify the 220 Chapel Owner and the Council upon satisfying its obligations under clause 9(c).

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10. Warranties

10.1 220 Chapel Owner's warranties

The 220 Chapel Owner warrants and covenants that:

- (a) the 220 Chapel Owner is the registered proprietor and the beneficial owner of the 220 Chapel Land;
- (b) there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the 220 Chapel Land that are not disclosed by the usual searches; and
- (c) the 220 Chapel Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic).

10.2 151 Hutton Owner's Warranties

The 151 Hutton Owner warrants and covenants that:

- (a) the 151 Hutton Owner is the registered proprietor and the beneficial owner of the 151 Hutton Land;
- (b) there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the 151 Hutton Land that are not disclosed by the usual searches; and
- (c) the 151 Hutton Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic).

11. Council's covenants

11.1 Removal of Agreement from title

As soon as reasonably practicable after the termination of the whole of this Agreement under clause 4.1, the Council must, at the expense of the 220 Chapel Owner, make an application to the Registrar of Titles to cancel the recording of this Agreement under section 183(2) of the Act.

11.2 Staged removal of Agreement

Notwithstanding clause 11.1, and as provided for in clause 4.2, the parties recognise the removal of the Agreement from titles may occur in stages. The parties accept that the Agreement may be terminated over part of the 151 Hutton Land and/or 220 Chapel Land (where relevant) whilst the Agreement remains registered on other parts of the 151 Hutton Land and/or 220 Chapel Land (where relevant).

12. Council and VicRoads acknowledgement

Council and VicRoads acknowledge and agree that subject to:

- (a) the provision of detailed design; and

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- (b) the provision of a functional road safety audit; and
 - (c) the consideration of any issues raised by the assessment made under sub-clause 12(b);
- that the New Access Road (including closure of the Existing Access Points) provides an appropriate form of access from Hutton Road to the 220 Chapel Land and the 151 Hutton Land.

13. Future Access

The parties acknowledge and agree that nothing in this Agreement prevents the 151 Hutton Owner seeking any subsequent approvals for egress from the 151 Hutton Land to Hutton Road, close to its western boundary, and any such approvals will be assessed on their merits.

14. Costs

- (a) Except as otherwise provided in this Agreement, the 220 Chapel Owner must pay to the 151 Hutton Owner on demand all costs and charges reasonably incurred by or on behalf of the 151 Hutton Owner:
 - (i) in relation to the preparation and execution of this Agreement, including all legal costs and expenses; and
 - (ii) in or in connection with the conduct of the Works.
- (b) All parties to this Agreement (except the 151 Hutton Owner) are responsible for their own costs incurred in relation to the preparation and execution of this Agreement, including all legal costs and expenses.

15. Goods and Services Tax

15.1 Interpretation

Words or expressions used in this clause 15 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.

15.2 Consideration is GST exclusive

Any consideration to be paid or provided for a supply made under or in connection with this Agreement, unless specifically described in this Agreement as GST inclusive, does not include an amount on account of GST.

15.3 Gross up of consideration

Despite any other provision in this Agreement, if a party (**Supplier**) makes a supply under or in connection with this Agreement on which GST is imposed (not being a supply the consideration for which is specifically described in this Agreement as GST inclusive):

- (a) the consideration payable or to be provided for that supply under this Agreement but for the application of this clause (**GST exclusive consideration**) is increased by, and the

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recipient of the supply (**Recipient**) must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that supply; and

- (b) the amount by which the GST exclusive consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the earlier of:
 - (i) the time that the GST exclusive consideration is payable or to be provided; and
 - (ii) the time that the Supplier has to pay the GST on the taxable supply.

15.4 Reimbursements

If a payment to a party under this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

15.5 Tax invoice

The Supplier will provide a tax invoice.

16. Obligations to run with the Land

Each of the obligations of the Owners under this Agreement takes effect as a covenant which is annexed to and runs at law and in equity with the 151 Hutton Land and 220 Chapel Land. Each of these obligations binds the Owners, their successors, assigns and transferees and each registered proprietor for the time being of the whole or of any part of the 151 Hutton Land and 220 Chapel Land.

17. Dispute Resolution

- (a) If any dispute between the parties arises out of or in connection with this Agreement (**Dispute**) then, any party may at its election refer the Dispute to VCAT for resolution to the extent permitted by the Act.
- (b) The parties must be entitled to legal representation for the purposes of any Dispute and, unless VCAT otherwise directs, each party must bear its own costs.

18. Notices and Other Communications

18.1 Service of notices

A Notice must be:

- (a) in writing and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Information Table, as varied by any Notice given by the recipient to the sender.

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18.2 Effective on receipt

A Notice given in accordance with clause 18.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second business day after the date of posting;
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice,

but if the delivery, receipt or transmission is not on a business day or is after 5.00pm on a business day, the Notice is taken to be received at 9.00am on the next business day.

18.3 No Fettering of Council's or VicRoads' Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any approval applicable to the 220 Chapel Land or 151 Hutton Land or relating to any use or development of the 220 Chapel Land or the 151 Hutton Land.

19. General

19.1 Acknowledgment

The parties acknowledge that any obligation imposed upon the Council under this Agreement does not fetter the future exercise of any statutory discretion by the Council, and the provisions of this Agreement must be read accordingly.

19.2 Survival

Any indemnity or any obligation of confidence under this Agreement is independent and survives termination of this Agreement. Any other term by its nature intended to survive termination of this Agreement survives termination of this Agreement.

19.3 Counterparts

This Agreement may be executed in counterparts. All executed counterparts constitute one document.

19.4 Entire agreement

This Agreement, including its schedules and annexures:

- (a) constitutes the entire agreement between the parties as to its subject matter; and
- (b) in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

19.5 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement.

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19.6 Severability

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement continue in force.

19.7 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

19.8 Adverse construction

No provision of this Agreement will be construed adversely against a party solely because that party was responsible for drafting that particular provision.

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Schedule 1 – Existing Access Point

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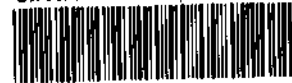
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Schedule 2 – Plan of New Access Road

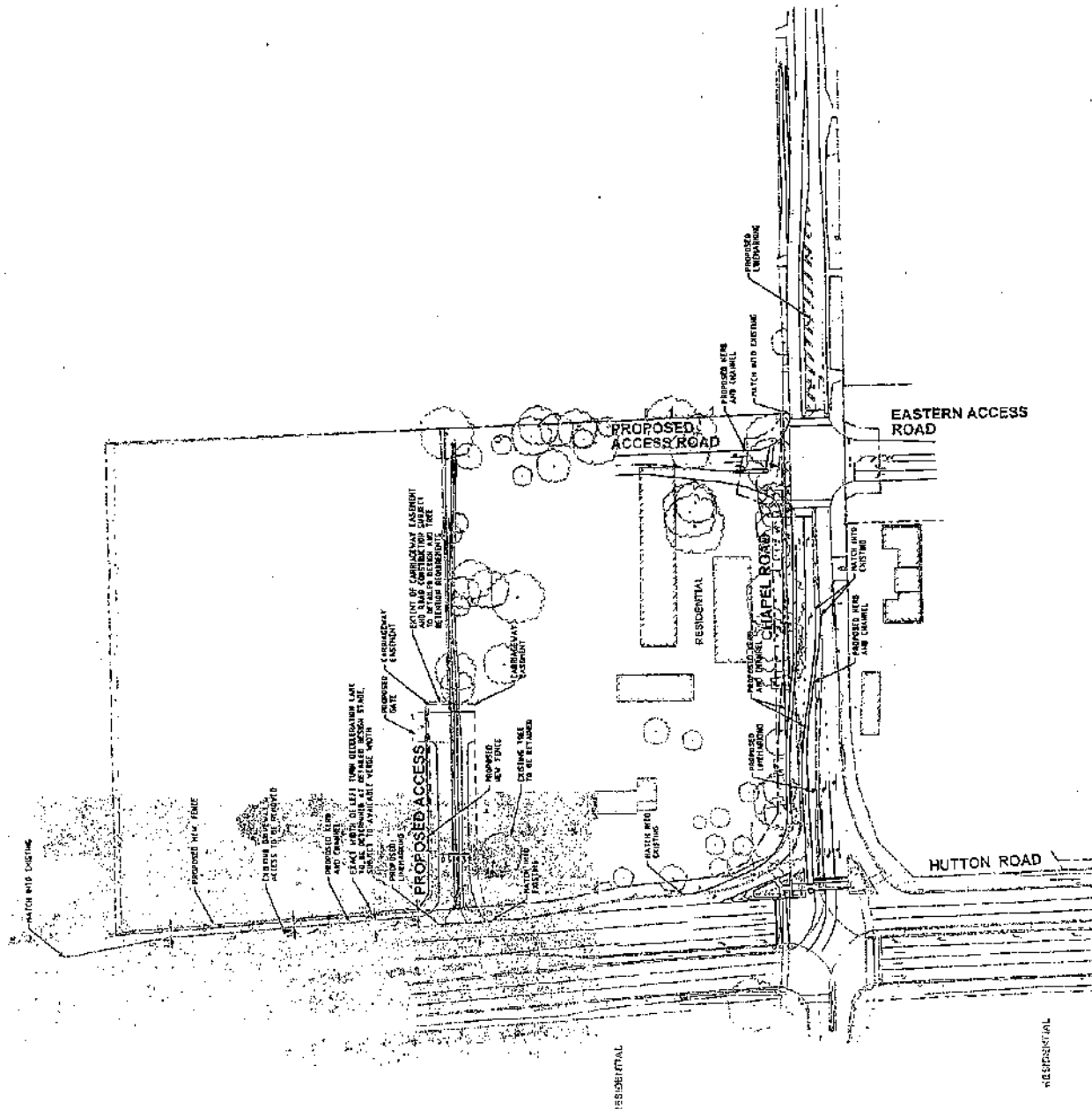
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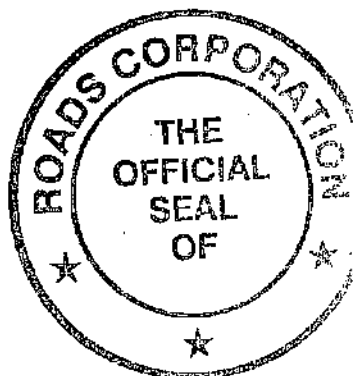


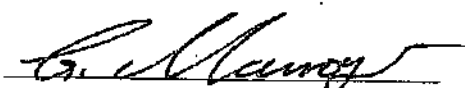
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• Schedule 3 – Signing page


EXECUTED as an agreement.

The **OFFICIAL SEAL** of the **ROADS CORPORATION** was hereunto affixed in the presence of:




Signature of Authorised Officer

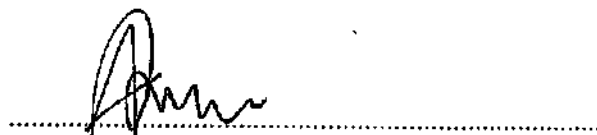
GEORGE MAUROYEN
Name of Authorised Officer

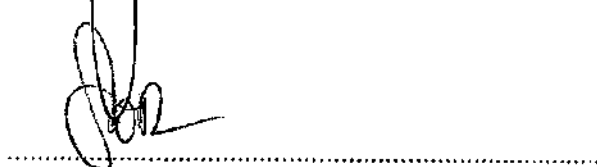

Signature of Authorised Officer

Name of Authorised Officer

Shelley Marcus
Director Legal Services

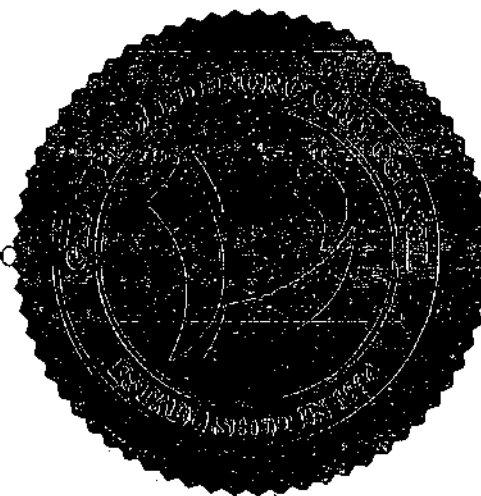
THE COMMON SEAL OF GREATER DANDENONG CITY COUNCIL was hereunto affixed in the presence of:





Chief Executive Officer

Councillor



AM215594S

29/09/2015 \$119.70 173


MinterEllison

L A W Y E R S

Draft 1 | March 2013

**SIGNED SEALED AND DELIVERED by
GLEN BELL HEIGHTS PTY LTD
AS TRUSTEE FOR MAJTLIS FAMILY
NO. 3 DISCRETIONARY TRUST**

M Majtlis
) MORRIS MAJTLIS
)
)
)
) *William Majtlis*
WILLIAM MAJTLIS

in the presence of

J Woolgar
Signature of Witness

Josephine Woolgar
Name of Witness
*1/9 HORTABLE ST
MT Waverley VIC 3149.*

**SIGNED SEALED AND DELIVERED by
BESTMORE INVESTMENTS PTY
LTD AS TRUSTEE FOR THE BESTMORE
KEYSBOROUGH TRUST in the presence of**

[Signature]

[Signature]
Signature of Witness

*Emmanuel Millen
SAA HERZBERG*
Name of Witness
*16 Bramwell Close
Endeavour Hills VIC 3802*

AM215594S

29/09/2015 \$119.70 173

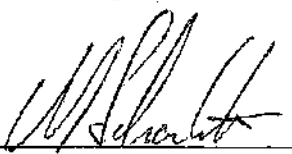

MinterEllison

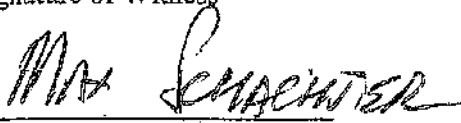
LAWYERS

Draft 1 | March 2013

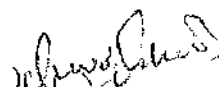
SIGNED SEALED AND DELIVERED by
TZEDEK NOMINEES PTY LTD AS
TRUSTEE FOR THE KEYSBOROUGH
(AROONA) TRUST AND AS TRUSTEE
FOR THE KEYSBOROUGH TWO (POLO)
TRUST in the presence of


) SNSzental
) Stephen Nathan Szental
)
)
)
) ADAM JOSEPH SZENTAL


Signature of Witness

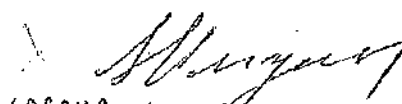

Name of Witness

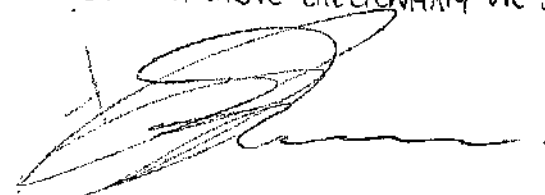
SIGNED SEALED AND DELIVERED by
AMANAT HOLDINGS PTY LTD
in the presence of

) 
) MEHMET MUZUR DIRECTOR / SECRETARY
) 64 TULIP GROVE
) CHELTENHAM VIC 3192
)
)
)


Signature of Witness

MICHAEL HOWARD BENJAMIN LL.B.
Name of Witness
117 Centre Dandenong Road
Dingley Village 3172
An Australian Legal Practitioner under the
Legal Profession Act 2004

) 
) SABAH MUZUR, DIRECTOR
) 64 TULIP GROVE CHELTENHAM VIC 3192
)
)
)


MIRSAD MUZUR DIRECTOR
1/29 ROSEWARNE AVENUE
CHELTENHAM VIC 3192

MinterEllison

AM215594S

29/09/2015 \$119.70 173


Mortgagee's Consent

Commonwealth Bank of Australia Corporation as Mortgagee of registered mortgage No. U989647X consents to the 151 Hutton Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

MinterEllison

AM215594S

29/09/2015 \$119.70 173



Mortgagee's Consent

Westpac Banking Corporation as Mortgagee of registered mortgage No. AE487766M consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

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

Signature

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

Jennifer Vescio

Signature of Witness

MinterEllison

AM215594S

29/09/2015 \$119.70 173




Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced 06/10/2022 09:13:05 AM

Status	Registered	Dealing Number	AV072735Q
Date and Time Lodged	30/11/2021 06:12:49 AM		

Lodger Details

Lodger Code	18546B
Name	MACPHERSON KELLEY PTY LTD
Address	
Lodger Box	
Phone	
Email	
Reference	300655

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Estate and/or Interest

FEE SIMPLE

Land Title Reference

8273/925

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	GREATER DANDENONG CITY COUNCIL
Address	
Property Name	MUNICIPAL OFFICE AND LIBRARY
Street Number	225
Street Name	LONSDALE
Street Type	STREET
Locality	DANDENONG
State	VIC
Postcode	3175



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Additional Details

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	GREATER DANDENONG CITY COUNCIL
Signer Name	JENNIFER ANNE THAME
Signer Organisation	MACPHERSON KELLEY PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	30 NOVEMBER 2021

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



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Document Identification	AV072735Q
Number of Pages (excluding this cover sheet)	11
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macpherson kelley.



AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT

220 Chapel Road, Keysborough, Victoria, 3173

Ref:JAT:LCB:300655

3467-1883-1637v1



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Agreement Under Section 173 of the Planning and Environment Act

THIS AGREEMENT is made on the **26th** day of **NOVEMBER** 2021

PARTIES

- +** Greater Dandenong City Council of 225 Lonsdale Street, Dandenong, Victoria 3175
(Council)
- +** The party referred to in Item 1 (Owner)

RECITALS

- A. Council is the Responsible Authority for administration of the Planning Scheme under the Act.
- B. The Owner is or is entitled to be the registered proprietor of the Land.
- C. Council has issued the Planning Permit.
- D. The Planning Permit allows for the use of the land for accommodation, development of the land with the accommodation for no more than 110 dwellings and retail/shops with a basement, and removal of native vegetation.
- E. Prior to the commencement of development of the Land, Condition 17 of the Permit provides for the Owner to enter into an agreement with Council under Section 173 of the Act, to provide for the matters referred to in that condition.
- F. Council and the Owner have agreed to enter into this Agreement to:
 - (a) give effect to Condition 17 of the Planning Permit;
 - (b) give effect to the matters referred to in recital E; and
 - (c) achieve and advance the objectives of planning in the State of Victoria and the objectives of the Planning Scheme.

GENERAL TERMS

1. Definitions

In this Agreement the following words have the following meanings unless the contrary intention appears:

Act means the *Planning and Environment Act 1987* (Vic);

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;

Commencement Date means the date in Item 4;

Development means the development of the Land in accordance with the Development Permit;



Agreement Under Section 173 of the Planning and Environment Act

Development Permit means Planning Permit No PLN17/0370 issued on 24 January 2020 and any subsequent or amended permit thereto;

Endorsed Plans means the plans of the Land approved by Council to form part of the Permit;

Item means an item in the Schedule;

Land means the land described in Item 2;

Lot means a lot created upon registration of the Plan of Subdivision;

New Lot means the vacant lot to be created upon registration of the Plan of Subdivision;

Mortgage means the mortgage described in Item 3;

Owner means the person referred to in Item 1 and any person entitled from time to time to be registered as proprietor of an estate in fee simple of the Land or any part of it;

Planning Approval means any planning permit issued in accordance with the Act;

Planning Permit means Planning Permit Number PLN17/0370 issued on 24 January 2020, as amended from time to time or any subsequent permit;

Planning Scheme means the Greater Dandenong Planning Scheme and any other planning scheme which applies to the Land and includes any planning control in the form of or similar to a planning scheme;

Plan of Subdivision means the plan illustrating the subdivision of the Land in accordance with the Subdivision Permit;

Schedule means the schedule forming part of this Agreement;

Subdivision Permit means Subdivision Permit Number PLN21/0091, as amended from time to time or any subsequent permit;

Termination Date means the date in Item 5; and

2. Interpretation

- 2.1 Unless the context provides otherwise, the singular includes the plural and the plural includes the singular.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body.
- 2.4 A reference to a permit includes a reference to that permit and all amendments to that permit.
- 2.5 If the Owner comprises more than one person, this Agreement binds them jointly and each of them severally.
- 2.6 A reference to a law includes any law amending, consolidating or replacing it or any regulation made under that law.



Agreement Under Section 173 of the Planning and Environment Act

- 2.7 All headings are for ease of reference only and are not to be taken into account in the construction or interpretation of this Agreement.
- 2.8 The recitals to this Agreement are and are taken to be part of this Agreement.
- 2.9 Any reference in this Agreement to the Council includes (where applicable) its agents, officers, employees, servants, workers and contractors.

3. Agreement Under Section 173 of the Act

The Council and the Owner agree that, without limiting or restricting their respective powers to enter into this Agreement and as far as it may be treated, this Agreement is made under section 173 of the Act.

4. Effect of Agreement

4.1 Commencement Date

This Agreement commences on the Commencement Date.

4.2 Planning objectives

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

4.3 Binding covenants

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

5. Successors in Title

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

- (a) give effect to and do all acts and sign all documents which may be required for the Owner's successors to give effect to this Agreement;
- (b) execute a deed agreeing to be bound by the terms of this Agreement as if the Owner's successors were named as the Owner under this Agreement; and
- (c) ensure that this Agreement is applied to and affects each subsequent lot title created from the parent title to the Land.

6. Covenants of the Owner

The Owner:

- (a) may only develop the Land in accordance with the Planning Permit;
- (b) must bring this Agreement to the attention of any mortgagee of the Land and of any assignee, transferee, lessee, licensee or occupier of the Land;



Agreement Under Section 173 of the Planning and Environment Act

- (c) warrants that there are no mortgages, liens, charges or other encumbrances or leases or any rights of any person other than the Owner affecting the Land not disclosed by the usual searches or notified to Council in writing before the Commencement Date;
- (d) must engage the services of a waste contractor to collect and dispose of waste generated on the Land, including all commercial, domestic and recyclable waste.
- (e) except with the written consent of Council, the collection of refuse and recyclable materials must only occur between the hours of:
 - (i) 6am and 6pm – Monday to Saturday (for once a week collections);
 - (ii) 7am and 7pm – Monday to Saturday (when collections are occurring more than once a week); and
 - (iii) 9am and 6pm – Sundays and Public Holidays.
- (f) acknowledges and agrees that all owners and occupiers associated with the Land forfeit the right to utilise the municipal domestic waste collection service, unless otherwise agreed by the Council in writing and warrants that no part of the Land is subject to any rights obtained by adverse possession or to any easements or rights described or referred to in Section 42 of the *Transfer of Land Act 1958* (Vic);
- (g) consents and agrees to Council making application to the Registrar of Titles to record this Agreement on the certificate of title to the Land in the register in accordance with Section 181 of the Act and to do all things necessary to enable the recording to be made in the register, including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator;
- (h) indemnifies and keeps indemnified Council against all costs, expenses, losses or damages which Council may sustain, incur or suffer or be or become liable for in respect of any suit, action, proceeding, judgment or claim brought by any person arising from or referable to the matters referred to in this Agreement or any breach of this Agreement; and
- (i) must ensure that this agreement is recorded on each subsequent lot title that may be created from the parent title as a result of the registration of the Plan of Subdivision;

all to the satisfaction of Council.

7. Costs

The Owner must pay, on demand, Council's costs and expenses (including legal and other consultants' expenses) of and incidental to:

- (a) the negotiation, preparation, execution, registration and enforcement or attempted exercise or enforcement of this Agreement or the ending of this Agreement as contemplated by clause 15;
- (b) the administration and supervision of this Agreement by Council, except for administration and supervision which Council is obliged to carry out under its statutory duties; and



Agreement Under Section 173 of the Planning and Environment Act

- (c) any request by the Owner for Council's consent or approval under this Agreement.

8. Notices

8.1 A notice or other communication required or allowed to be served by a party on another party must be in writing and must be served:

- (a) by delivering it personally to that party;
- (b) by sending it by prepaid post addressed to that party at the address set out in Item 6 or Item 7 (as the case may be) or as subsequently notified to each party from time to time; or
- (c) by sending it by fax.

8.2 A notice or other communication is taken to be served:

- (a) if personally delivered, on the next business day following delivery;
- (b) if posted, on the expiry of two business days after the date of posting; or
- (c) if sent by fax, at the time recorded by the fax machine of the party sending the transmission, provided that:
 - (i) the transmission is successful and has been transmitted in its entirety; and
 - (ii) if the time recorded is after 5.00pm, the time is taken to be 9.00am on the first business day following transmission.

9. Further Assurance

Each party to this Agreement must sign and execute all further documents and do all acts and things as may be required by Council to give effect to the terms and conditions in this Agreement.

10. No Fettering of Council's Powers

The Owner acknowledges that this Agreement does not fetter, limit or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the grant of any Planning Approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

11. Waiver

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

12. Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement remain operative.



Agreement Under Section 173 of the Planning and Environment Act

13. Counterparts

This Agreement may be executed in any number of counterparts each of which when executed is taken to be an original and such counterparts together constitute one Agreement.

14. Governing Law

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

15. Ending of Agreement

15.1 This agreement ends on the Termination Date.

15.2 As soon as reasonably practicable after this Agreement has ended Council may (but is not obliged) at the request and cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement in the register.

The rest of this page has intentionally been left blank



Agreement Under Section 173 of the Planning and Environment Act

EXECUTED AS AN AGREEMENT

Executed on behalf of the Greater Dandenong City Council under Instrument of Delegation dated 24 August 2020 in the presence of

Signature of Witness

PAUL IACUONE
Full name of Witness (print)

Signature of Delegate

BRETT JACKSON
Full name of Delegate (print)

EXECUTED by 220 CHAPEL RD KEYSBOROUGH
PTY LTD (ACN 609 206 528) in accordance with
section 127(1) of the Corporations Act 2001 (Vic):

Jinfeng Fei
Jinfeng Fei – Sole Company Director and Company Secretary



Agreement Under Section 173 of the Planning and Environment Act

SCHEDULE

Item 1	Owner	220 Chapel Rd Keysborough Pty Ltd (ACN 609 206 528)
Item 2	Land	220 Chapel Road, Keysborough, Victoria, 3173, being the whole of the land in Certificate of Title Volume 8273 Folio 925. Any reference to the Land in this Agreement includes any lot created by the subdivision of the Land or any part of it.
Item 3	Mortgage	National Australia Bank Ltd as Mortgagee under Instrument of Mortgage No AN199650K dated 20 October 2016
Item 4	Commencement Date	The date of this Agreement
Item 5	Termination Date	The date on which Council provides written notice to the Owner that all the requirements of this Agreement have been fulfilled
Item 6	Address of Council	225 Lonsdale Street, Dandenong, Victoria 3175
Item 7	Address of Owner	Care of Suite 3, 38-40 Prospect Street, Box Hill, Victoria, 3128.



Registrar of Titles
Land Titles Office
2 Lonsdale Street
MELBOURNE

APPLICATION TO REGISTER AN AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

Certificate of Title Volume 08273 Folio 925

Registered Proprietor/s: 220 Chapel Rd Keysborough Pty Ltd

National Australia Bank Limited A.B.N. 12 004 044 937 as Mortgagee pursuant to Registered Mortgage number AN199650K hereby consents to the within Agreement.

Dated this 30th day of July 2021

EXECUTED by NATIONAL AUSTRALIA BANK
LIMITED by being signed sealed and delivered in
Victoria by its Attorney

who holds the position of Level 3 Attorney under Power of Attorney dated 1/3/2007 (a certified copy of which is filed in Permanent Order Book No 277 Page No 025 Item 35) in the presence of:

.....
Attorney

Signature of Witness

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1003623

APPLICANT'S NAME & ADDRESS

MADDOCKS C/- INFOTRACK (MAJOR ACCOUNTS) C/-
LANDATA
DOCKLANDS

VENDOR

220 CHAPEL RD KEYSBOROUGH PTY
LTD

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

356744

This certificate is issued for:

LOT 2 PLAN PS843057 ALSO KNOWN AS 45/220 CHAPEL ROAD KEYSBOROUGH
GREATER DANDENONG CITY

The land is covered by the:

GREATER DANDENONG PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a COMMERCIAL 1 ZONE
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and a ENVIRONMENTAL AUDIT OVERLAY
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 5
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/greaterdandenong>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

13 February 2024

Sonya Kilkenny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

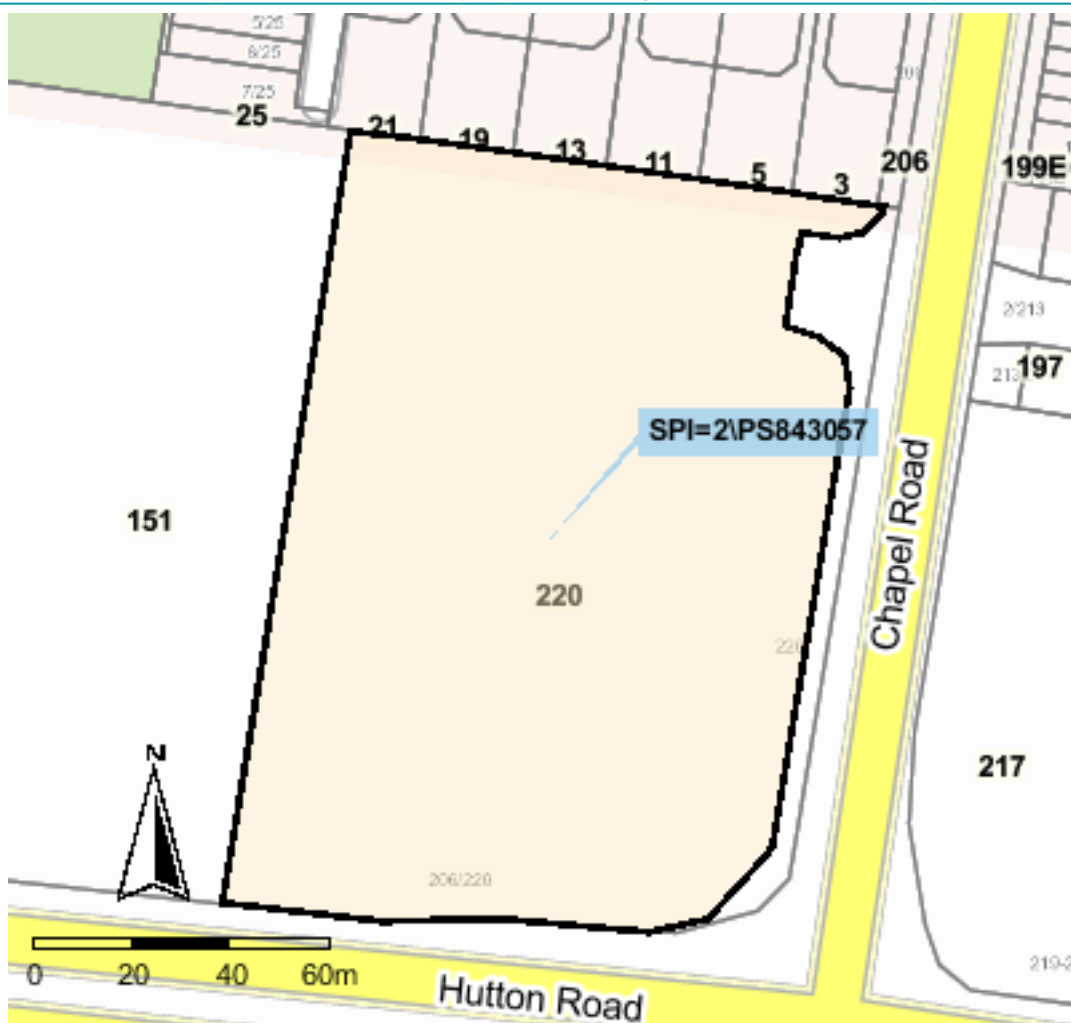
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 21 February 2024 12:36 PM

PROPERTY DETAILS

Lot and Plan Number: **Lot 9 PS843057**
Address: **52/220 CHAPEL ROAD KEYSBOROUGH 3173**
Standard Parcel Identifier (SPI): **9\PS843057**
Local Government Area (Council): **GREATER DANDENONG**
Council Property Number: **525925**
Planning Scheme: **Greater Dandenong**
Directory Reference: **Melway 94 B2**

www.greaterdandenong.com

[Planning Scheme - Greater Dandenong](#)

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: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **MORDIALLOC**

OTHER

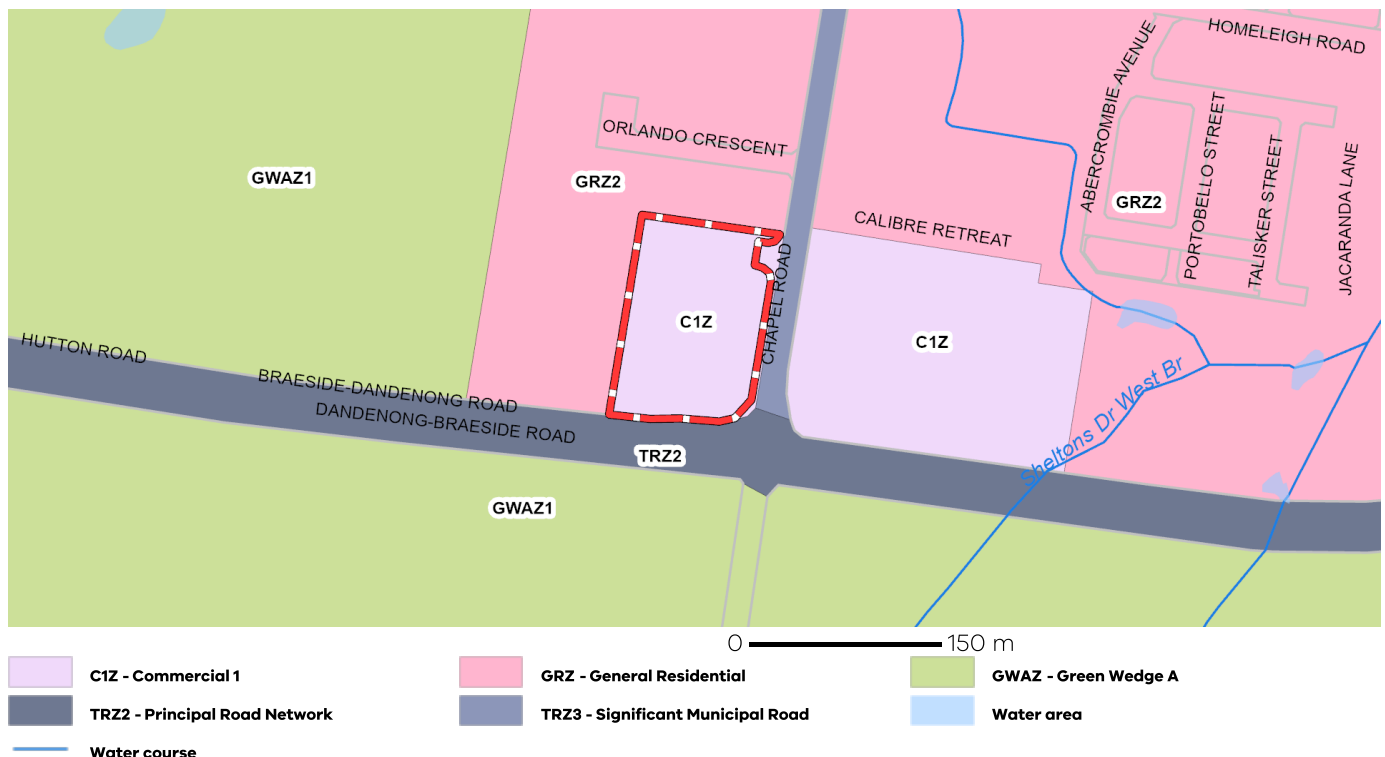
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[COMMERCIAL 1 ZONE \(C1Z\)](#)

[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\)](#)

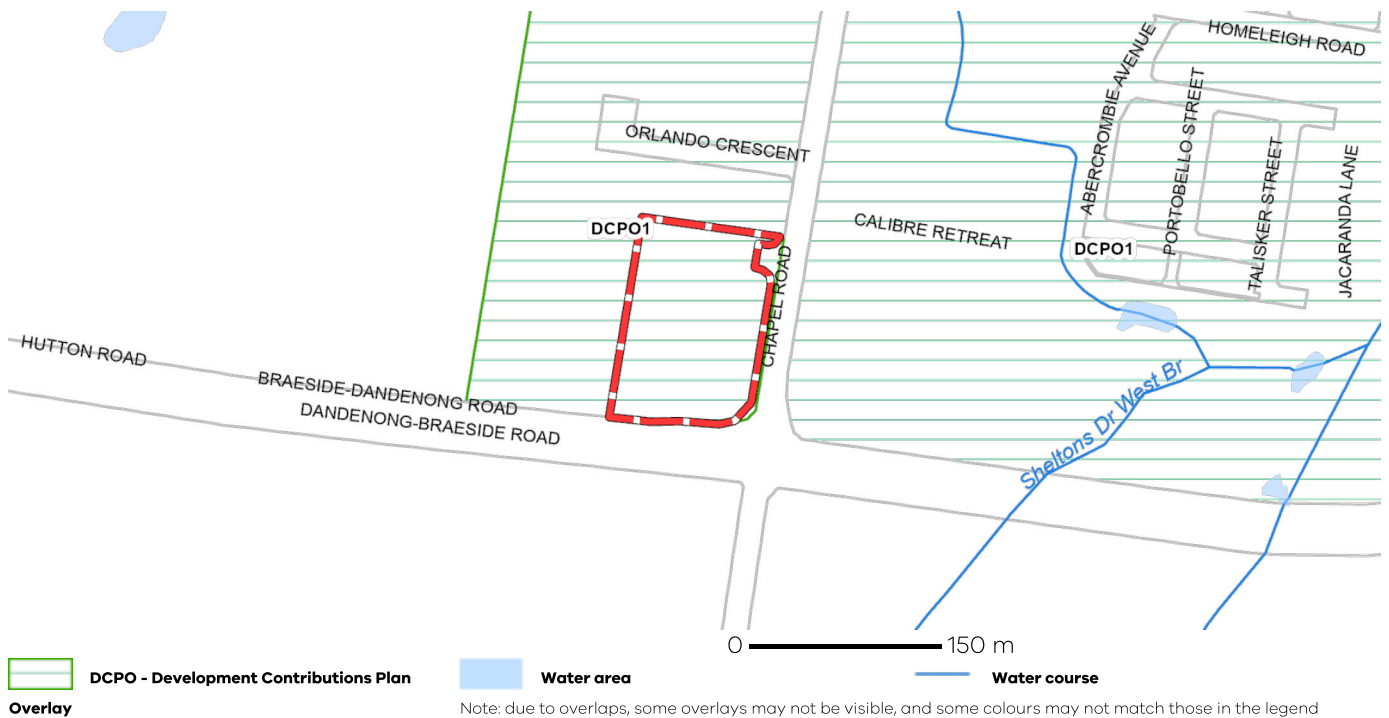


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)



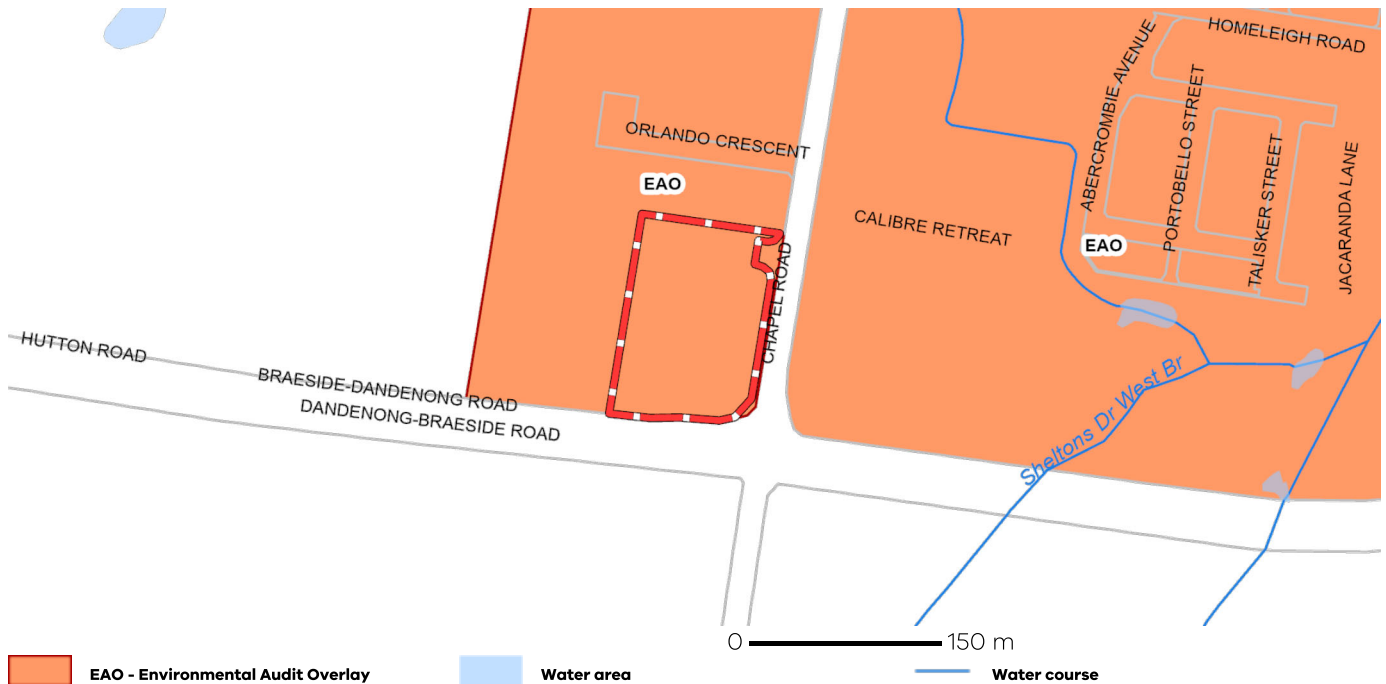
[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 \(DPO5\)](#)



Planning Overlays

ENVIRONMENTAL AUDIT OVERLAY (EAO)



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

VEGETATION PROTECTION OVERLAY (VPO)



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

Areas of Aboriginal Cultural Heritage Sensitivity

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

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

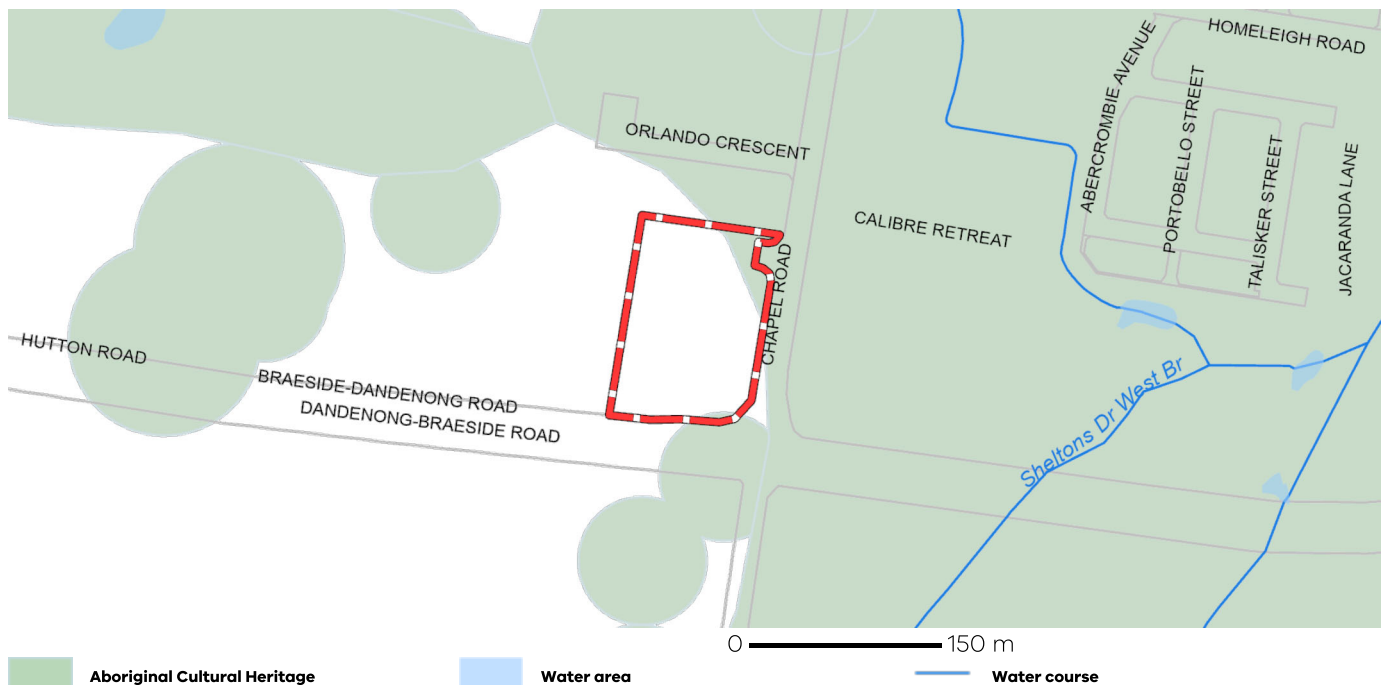
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

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

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



Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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

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

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

Designated Bushfire Prone Areas

This parcel is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

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

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

LAND INFORMATION CERTIFICATE

Section 121 of the Local Government Act 2020 and Local Government (Land Information) Regulations 2021

This Certificate provides information regarding valuation, rates, charges, other money owing and any orders and notices made under the **Local Government Act 2020**, the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council. This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Issue Date: **04 January 2024**

Certificate No: **e1880/2024**

Your Reference: **356744**

Agents Reference: **71384406-019-1**

Property No.: **213620**

Applicant:

**Secure Electronic Registries Pty Ltd
Locked Bag 20005
MELBOURNE VIC 3001**

Property Address: **220 Chapel Road KEYSBOROUGH VIC 3173**

Property Description: **Lot 1 PS 504514 Vol 8273 Fol 925**

Site Value: \$ **6,900,000** Capital Improved Value: \$ **6,900,000** Net Annual Value: \$ **345,000**

Level of Value Date: **01/01/2023**

Effective Date of Valuation : **01/07/2023**

Rates are levied on the Capital Improved Value.

RATES, CHARGES AND OTHER MONIES

For Year Ending 30th June, 2024

Details of Rates, Charges, Outstanding Notices and Works for which a charge has been made:

	Arrears	Current
Rate		18220.70
Garbage Charge		412.00
State Landfill Levy		79.00
Fire Service Levy		1068.20
TOTAL CHARGES		\$19779.90
Payment/Adjustments		-19779.90
BALANCE DUE		\$0.00

In accordance with Section 175 (1) Local Government Act 1989, the purchaser must pay at settlement any rates or charges (including interest) which are due and payable:

- Full Payment Due By : **Next Instalment Due Date**
- Instalments Due By : **30/09/2023; 30/11/2023; 28/02/2024; 31/05/2024.**

LAND INFORMATION CERTIFICATE (Cont.)

Property Address: **220 Chapel Road KEYSBOROUGH VIC 3173**

Property No.: **213620**

Certificate No.: **e1880/2024**

OTHER DETAILS: (Notices, Orders, Outstanding or Potential Liability/Subdivisional Requirements).

- A.** Potential liability for rates under the Cultural and Recreational Lands Act 1963.
Not Applicable
- B.** Potential liability for property to become rateable under Section 173 or 174A of the Local Government Act 1989.
Not Applicable
- C.** Outstanding monies required to be paid under Section 18 of the Subdivision Act 1988 of the Local Government Act 1958.
Not Applicable
- D.** Monies owed under Section 227 of the Local Government Act 1989, or any local law or by-law.
Not Applicable
- E.** Flood Levels specified by Council:
Applicable - For specified flood levels, please contact Council's Building Department on (03) 8571 1515
- F.** Other Information:
Applicable - A Section 173 Town Planning agreement applies to this property. Please refer to the Title for details.

Applicable - Developer Contribution Plan C36 applies to this property. Please refer to Councils' Town Planning section for details.

Important Notes:

1. This certificate may be updated verbally within a period of 90 days from date of issue. It should be noted that Council will only be held responsible for information given in writing. (ie. A new certificate and not information provided or confirmed verbally.)
2. Interest will continue to accrue at the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 until such time as payment of outstanding rates and charges is made. Interest on overdue moneys is updated at the end of each month.
3. Balances shown are subject to the clearance of cheques etc....

For further information, please contact Council's Property Revenue Section on ☎ (03) 8571 5128

It is acknowledged that Council has received the sum of twenty eight dollars and ninety cents (\$28.90) being the fee for this Certificate.

I hereby certify that as at the date of issue, the information given in the Certificate is a true and correct disclosure of the rates and other monies and interest payable to the "City of Greater Dandenong" together with any notices or orders referred to in this Certificate.

Authorised Officer



Sally Wright,
Rates and Revenue Coordinator

Page 2 of 2

Post:
City of Greater Dandenong
PO Box 200
DANDENONG
VIC 3175

Dandenong: 225 Lonsdale Street, Dandenong
Springvale: 397-405 Springvale Road, Springvale
Parkmore: Shop A7, Parkmore Shopping Centre,
Cheltenham Road, Keysborough

Email: council@cgd.vic.gov.au
Fax: (03) 8571 5196
Phone: (03) 8571 5128

Maddocks C/- InfoTrack (Major Accounts)
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 1 220 CHAPEL ROAD
KEYSBOROUGH 3173
1 PS 504514

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
52G//11941/50	LANDATA CER 71384406-031-3	03 JANUARY 2024	45678237

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

Parks Victoria - Parks Service Charge	01/01/2024 to 31/03/2024	\$35.77
Melbourne Water Corporation Total Service Charges	01/01/2024 to 31/03/2024	\$29.54

(b) By South East Water

Water Service Charge	01/01/2024 to 31/03/2024	\$21.48
Sewerage Service Charge	01/01/2024 to 31/03/2024	\$94.37
Fire Service Charge	01/01/2024 to 31/03/2024	\$32.92
Subtotal Service Charges		\$214.08
Payments		\$111.02
TOTAL UNPAID BALANCE		\$103.06

- The meter at the property was last read on 06/11/2023. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge **\$6.79 per day**

- 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.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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 (General) Regulations 2021, 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.
- 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

This property is supplied with water by a private agreement with South East Water whereby South East Water does not guarantee continuity of supply, pressure or water quality. The supply is either from a privately owned water main which is connected to South East Water's reticulated water supply system or supplied directly from a South East Water or other Water Authority's major water main. Maintenance of private water mains is the responsibility of the property owners connected to the private water main. For further information contact South East Water on 131694.

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.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Lara Salembier'.

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

This property is supplied water via a private fire service. Maintenance and repair of the fire service is legally the responsibility of the property owner, not South East Water's. Private fire services extend beyond the property boundary to the connection valve on the water main. Repair and reinstatement of any footpath, nature strip or road surface due to maintenance or repairs to fire services are the responsibility of the property owner. Further information can be obtained at www.southeastwater.com.au

This property has been fitted with a Backflow Prevention Device in accordance with the National Plumbing Code. Where these devices are installed South East Water requires that they are tested on an annual basis by a Licensed Plumber to ensure correct operation. A test report must be forwarded to confirm correct operation. These requirements are a Condition of Continuance of Supply, pursuant to Regulation 11, Owner to fit Backflow Prevention Device Policy, of the Water (Estimation, Supply and Sewerage) Regulations 2014. For details of our Backflow Prevention Device Policy please contact the Backflow Prevention Officer on Telephone 131694.

The property is situated in an area described by Melbourne Water as having poor surface gradients and it is recommended that Council advice be sought regarding appropriate floor levels for buildings on the property.

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:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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.

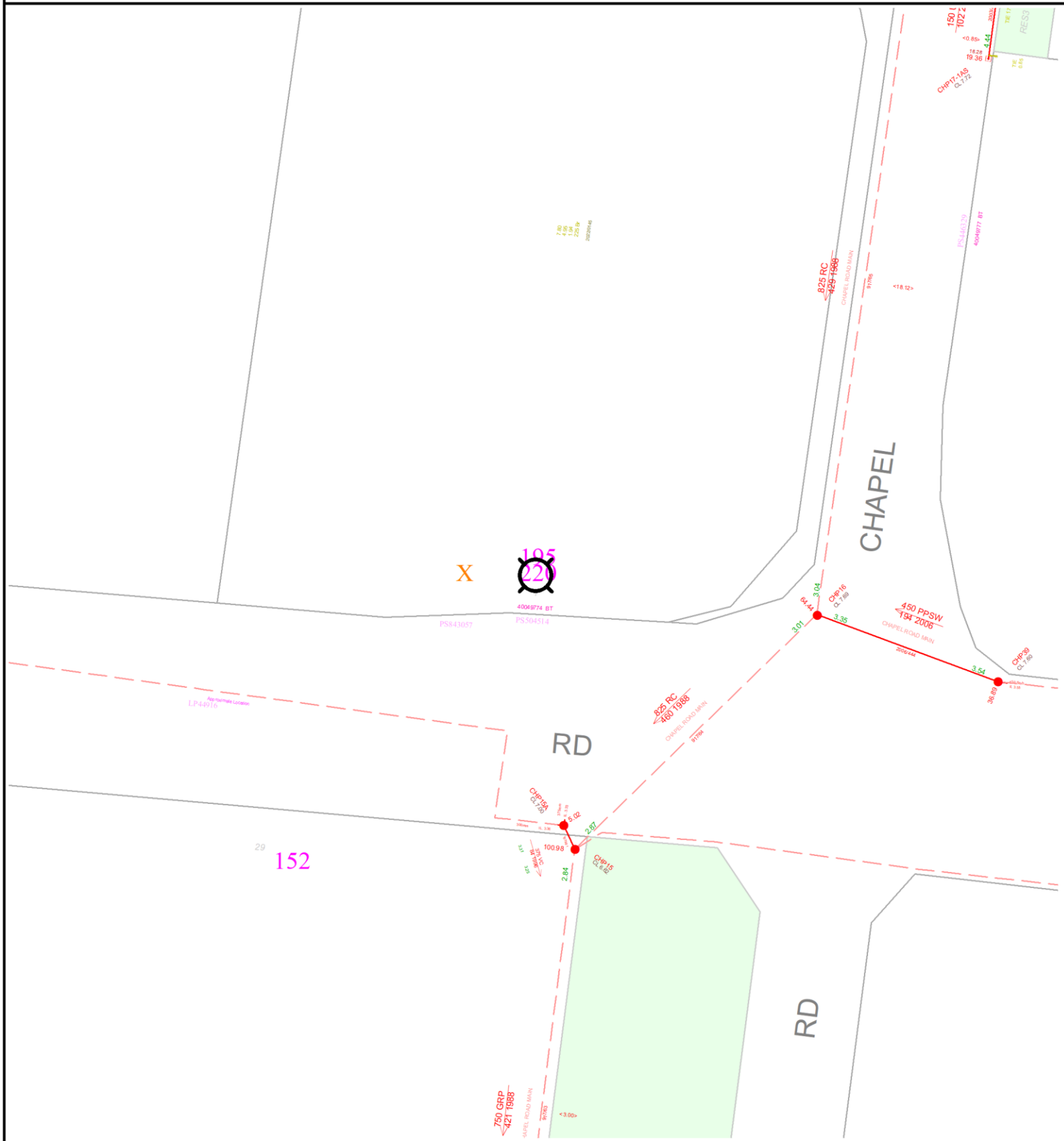
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:
















A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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



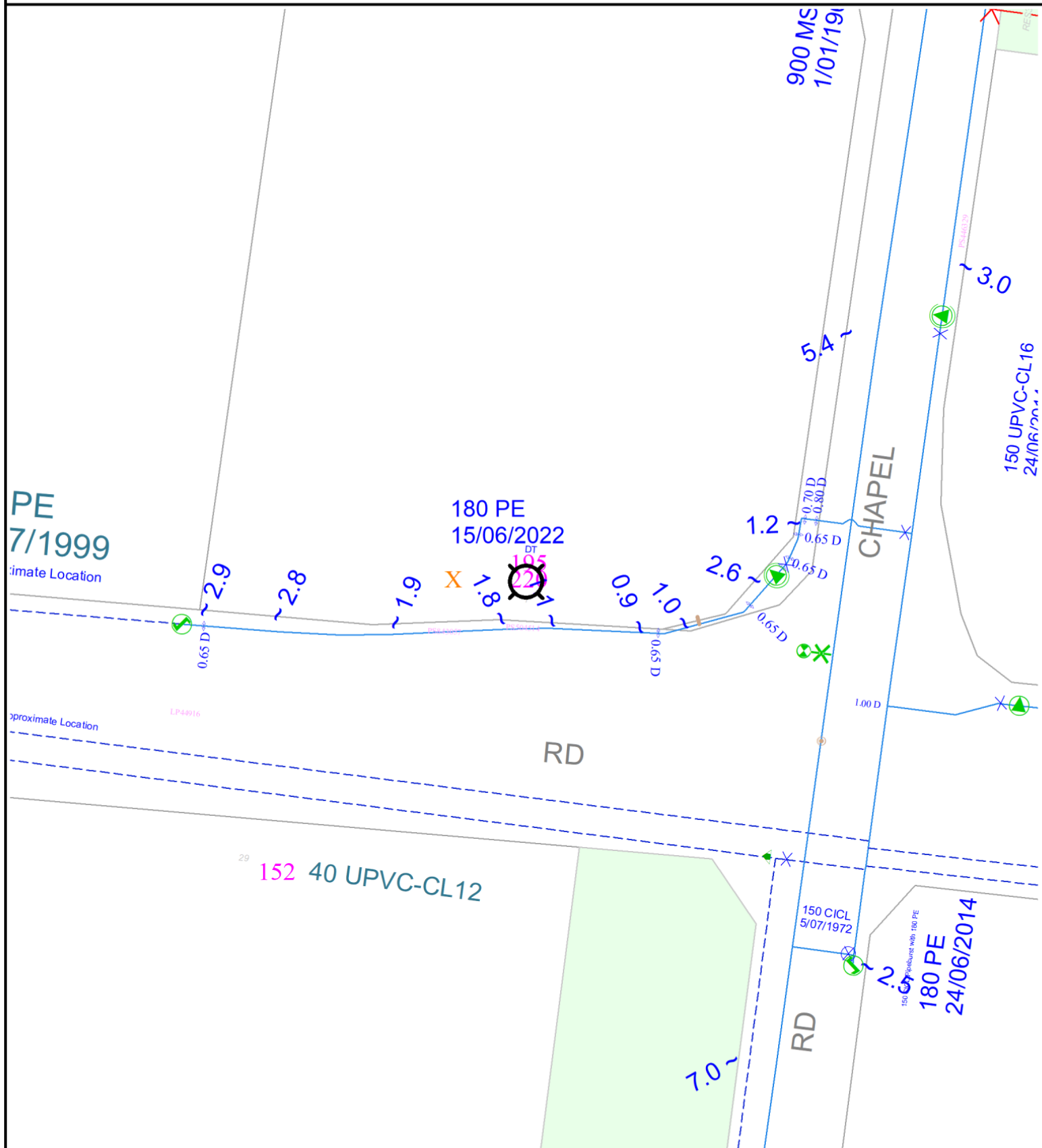
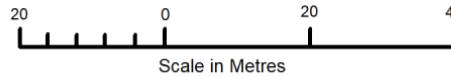
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, 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 1 220 CHAPEL ROAD KEYSBOROUGH 3173

Case Number: 45678237

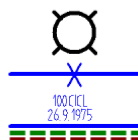
Date: 03JANUARY2024







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



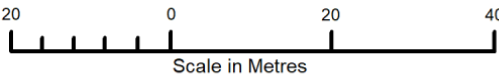
ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

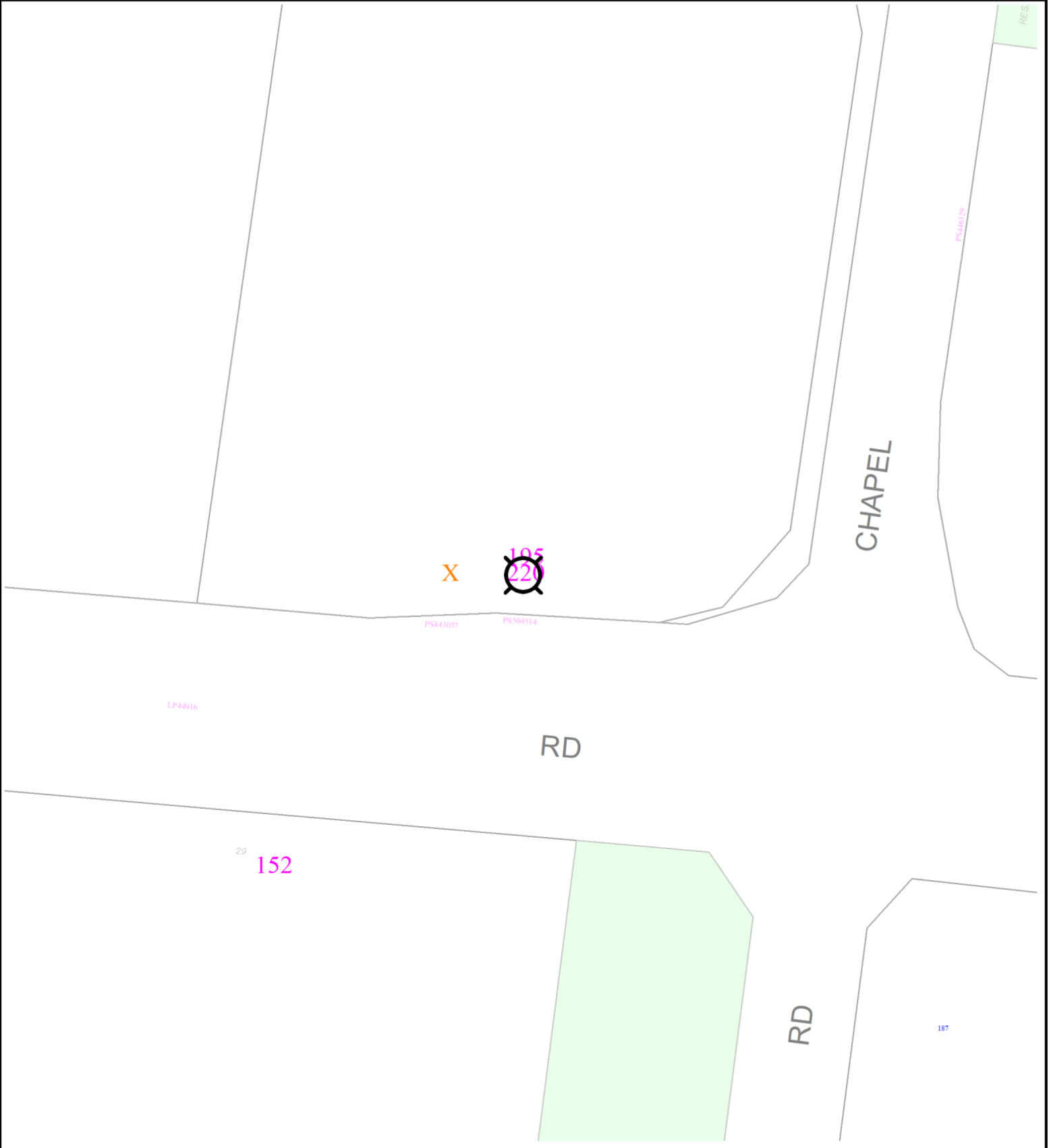
Property: Lot 1 220 CHAPEL ROAD KEYSBOROUGH 3173



Case Number: 45678237



Date: 03JANUARY2024



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		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main & Services
			Hydrant
			Fireplug/Washout
			Offset from Boundary

REGISTRATION FORM AND MAINTENANCE CONDITIONS FOR INSTALLATION OF CONTAINMENT BACKFLOW PREVENTION DEVICE (BPD) AND CONNECTION TO WATER SUPPLY

DETAILS OF PROPERTY - (Where BPD is to be installed)

Street Number: 220 Street: Chapel Road

Suburb: Keysborough South Post Code: 3173

Property / Business Name: _____

Type of Business: Mixed use

DETAILS OF OWNER - Owner's full name (Where the owner is a company, the company name, the name of the company's authorised representative and ABN)

Name: 220 Chapel Road, Keysborough Pty Ltd

Postal Address: Unit 301, 20 Hepburn Road, Doncaster VIC 3108

Street Number: Unit 301, 20 Street: Hepburn Road

Suburb: Doncaster Post Code: 3108 Phone Number: 0402 185 300

Email: lincolnfei@sunstoneprojects.com.au

DEVICE DETAILS TO COMPLETE:

General Water Service:

CONTAINMENT BACKFLOW DEVICE	MAKE (if known)	SIZE (mm)	NO. OF DEVICES	LEVEL OF HAZARD (Please tick where appropriate)
REDUCED PRESSURE ZONE DEVICE (RPZD)		100	1	HIGH <input checked="" type="checkbox"/>
DOUBLE CHECK VALVE (DCV)				MEDIUM <input type="checkbox"/>
REGISTERED BREAK TANK (RBT)				HIGH <input type="checkbox"/>

Fire Service:

CONTAINMENT BACKFLOW DEVICE	MAKE (if known)	SIZE (mm)	NO. OF DEVICES	LEVEL OF HAZARD (Please tick where appropriate)
SINGLE CHECK VALVE TESTABLE (SCVT)		100	1	LOW <input checked="" type="checkbox"/>
DOUBLE CHECK VALVE (DCV)				MEDIUM <input type="checkbox"/>
REDUCED PRESSURE ZONE DEVICE (RZPD)				HIGH <input type="checkbox"/>

TERMS AND CONDITIONS ARE SET OUT ON THE FOLLOWING PAGE

**CONDITIONS APPLICABLE TO INSTALLATION OF A BACKFLOW
PREVENTION DEVICE (BPD) AT THE PROPERTY BOUNDARY**

Compliance with Legislation and Standards

1. The Owner shall comply with the requirements of the legislation and Australian Standards set out below (and any amendments or replacements to any of them:
 - (a) Water Act 1989; & Water (Estimation, Supply & Sewerage) Regulations 2014
 - (b) Victorian Plumbing Regulations 2018 in particular;
 - * AS/NZS 3500 - National Plumbing and Drainage, Part 1 water supply and
2. The Owner shall ensure that any BPD installed complies with and is identified as complying with: AS/NZS 2845 Water Supply - Mechanical Backflow Prevention Devices (BPD).

Please note: The owner is also responsible for maintaining the drinking water supply inside the property. Depending on the plumbing system and hazard ratings of the internal processes, you may wish to consider whether you need to install additional individual and / or zone protection backflow prevention devices, apart from the containment device at the property boundary.

Maintenance and Testing


3. In accordance with the above Regulations you will need to ensure the BPD at the property boundary is:
 - (a) installed by a person accredited for installation, commissioning and testing of backflow prevention devices;
 - (b) installed so that access is available for inspection and servicing and so that freezing cannot occur;
 - (c) installed in accordance with the manufacturer's instructions;
 - (d) commissioned by an accredited person at the time of installation and before opening onto downstream systems to ensure the device functions satisfactorily; and
 - (e) tested by an accredited person, at intervals of not more than 12 months in accordance with the manufacturer's instructions and the requirements of AS/NZS 2845.

Copies of commissioning (initial) test reports and yearly test results **must** be forwarded to South East Water as a condition of supply. Forward details to: backflow@sew.com.au

4. I/We agree to be bound by the terms and conditions Nos. 1 to 3.


**SIGNATURE OF OWNER /
AUTHORISED AGENT**

**NAME OF SIGNATORY:
(Please print)**



JINFENG FEI Date 27 / 09 / 2017

SOUTH EAST WATER CORPORATION (OFFICE USE ONLY)


Signed for and on behalf of SEW

Name of signatory (please print) Date ____ / ____ / ____

South East Water is collecting the information requested on this form for the purpose of providing goods and services to you and improving those goods and services. Without all or part of this information the goods and services may not be provided to you. This information will be handled in accordance with our legal obligations. You may obtain access to the information on request. The information may be disclosed to third parties in relation to the provision of goods and services, including South East Water's contractors assisting in the provision of these goods and services, Melbourne Water, the Minister or the Environment Protection Authority. For a copy of South East Water's privacy statement which describes in more detail how personal information may be used by it, or details on how to access your personal information, see the web site at www.southeastwater.com.au or contact 131 694.

Property Clearance Certificate

Land Tax



INFOTRACK / MADDOCKS

Your Reference:	8279564.013
Certificate No:	68153681
Issue Date:	03 JAN 2024
Enquiries:	ESYSPROD

Land Address: 220 CHAPEL ROAD KEYSBOROUGH VIC 3173					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
2249822	1	504514	8273	925	\$135,000.00

Vendor: 220 CHAPEL RD KEYSBOROUGH PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
220 CHAPEL RD KEYSBOROUGH PTY L	2024	\$6,900,000	\$135,000.00	\$0.00	\$135,000.00

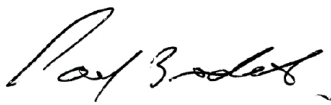
Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$6,900,000
SITE VALUE:	\$6,900,000
CURRENT LAND TAX CHARGE:	\$135,000.00



Notes to Certificate - Land Tax

Certificate No: 68153681

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$135,000.00

Taxable Value = \$6,900,000

Calculated as \$31,650 plus (\$6,900,000 - \$3,000,000) multiplied by 2.650 cents.

Land Tax - Payment Options

BPAY



Bill Code: 5249
Ref: 68153681

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: 68153681

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / MADDOCKS

Your Reference:	8279564.013
Certificate No:	68153681
Issue Date:	03 JAN 2024

Land Address: 220 CHAPEL ROAD KEYSBOROUGH VIC 3173

Lot	Plan	Volume	Folio
1	504514	8273	925

Vendor: 220 CHAPEL RD KEYSBOROUGH PTY LTD

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 68153681

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

General information

8. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
9. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
10. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 68153683

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: 68153683

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

Extract of EPA Priority Site Register

Page 1 of 2

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: Unit 45 220 CHAPEL ROAD

SUBURB: KEYSBOROUGH

MUNICIPALITY: GREATER DANDENONG

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 94 Reference A2
Melways 40th Edition, Street Directory, Map 94 Reference B2

DATE OF SEARCH: 13th February 2024

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.



Extract of EPA Priority Site Register

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

The Environment Protection Authority does not warrant the accuracy or completeness of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria
200 Victoria Street
Carlton VIC 3053
1300 EPA VIC (1300 372 842)



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Maddocks C/- InfoTrack (Major Accounts)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 356744

NO PROPOSALS. As at the 13th February 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

Unit 45 220 CHAPEL ROAD, KEYSBOROUGH 3173
CITY OF GREATER DANDENONG

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 13th February 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 71816520 - 71816520162128 '356744'



CERTIFICATE

Pursuant to Section 58 of the *Heritage Act* 2017

**Maddocks C/- InfoTrack (Major Accounts)
135 King Street
SYDNEY 2000**

**CERTIFICATE NO:
66608052**

**PROPERTY ADDRESS:
220 CHAPEL ROAD
KEYSBOROUGH**

**PARCEL DESCRIPTION:
Lot 1 PS504514J**

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. The place or object is not being considered for inclusion in the Heritage Register.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.



Environment,
Land, Water
and Planning



CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

Executive Director

DATED: 14/10/2022

Note: This Certificate is valid at the date of issue.

Victorian Aboriginal Heritage Register – Advice as to the existence of records in relation to a nominated area of land.

Reference Number:

27857

SECTION 1 – Applicant Information

Name of applicant:

- John Varos

Organisation:

InfoTrack

Postal address:

Level 5, 459 Collins Street

Melbourne

VIC 3000

Telephone number:

03 8609 4740

Email address:

vicsearching@infotrack.com.au

Customer Reference No.

JVAR8279564.002

SECTION 2 – Land Description (as provided by the applicant)

Subdivisional References (Lot / Plan):

1/PS504514J

Crown References:

Title References (Volume / Folio) :

8273/925

Street Address:

220 CHAPEL ROAD KEYSBOROUGH VIC 3173

Other description:

Order id 73003995

Directory Reference:

Directory:

SECTION 3 – Registered Information

Are there any registered Aboriginal Places or Objects on the nominated area of land?

No

Are there any other areas of cultural heritage sensitivity associated with the nominated area of land? (See over).

Yes

Does the Register contain a record of a notified place (ie a place reported but not yet inspected) in relation to the nominated area of land?

No

Does a stop order exist in relation to any part of the nominated area of land?

No

Does an interim or ongoing protection declaration exist in relation to any part of the nominated area of land?

No

Does a cultural heritage agreement or Aboriginal cultural heritage land management agreement exist in relation to any part of the nominated area of land?

No

Signed:



Rebecca O'Brien
Acting Heritage Registrar
Aboriginal Victoria

Date: 01/Oct/2020

SECTION 4 – Terms & Conditions

Terminology

In these terms and conditions, the expressions "we", "us" and "our" are a reference to the Government of the State of Victoria, acting through Aboriginal Victoria, an agency of the Department of Premier and Cabinet.

Advice provided from the Register

Access to the information requested from the Register in the "Application for advice as to the existence of records in relation to a nominated area of land" form (the "Form") is subject to the discretion of the Secretary and the requirements of the Act.

The absence of records on the Register for a nominated area of land does not necessarily mean that the area is devoid of Aboriginal cultural heritage values. Applicants should be aware of the provisions of s.17 and s.24 of the *Aboriginal Heritage Act 2006*, which require the reporting of Aboriginal remains, Aboriginal places and objects discovered in Victoria. Applicants should also be aware that it is an offence under the *Aboriginal Heritage Act 2006* to harm Aboriginal cultural heritage, for which significant penalties apply. This advice does not abrogate any requirement to prepare a Cultural Heritage Management Plan under the *Aboriginal Heritage Act 2006*.

Specific conditions of advice provided from the Register for an application under s.147

The Secretary, Department of Premier and Cabinet may refuse to provide any information to the Applicant if the provision of the information would be likely to endanger Aboriginal cultural heritage (refer to s.147 (4) of the Act).

Use of information

Information provided to the Applicant from the Register as a result of this application and for the land described in Section 2 ("Information") may only be used for the purposes nominated by the Applicant in the Form (and for no other purposes). The Information may not be on-sold or rebadged without our written permission.

Documents to be lodged with Registrar

Two copies (one of which must be in digital format) of any article, publication, report or thesis which relies on any Information provided to the Applicant must be lodged with the Registrar as soon as practicable after their completion.

Acknowledgment of source of Information

We must be acknowledged in any article, publication, report or thesis (including a newspaper article or display) which incorporates or refers to material supplied from the Register.

Copyright

We retain copyright in all materials for which legal title of the relevant organisation is clear. Apart from fair dealing for the purposes of private study, research, criticism or review, as permitted under the copyright legislation, and apart from uses specifically authorised by these terms and conditions, no part may be reproduced or reused for any commercial purposes whatsoever.

Specifically, and other than for the purposes of and subject to the conditions prescribed in the *Copyright Act 1968* (Cth), you may not in any form or by any means adapt, reproduce, store, create derivative works, distribute, print, display, perform, publish or commercialise the Information without our written permission.

Disclaimer

The Information is provided for information purposes only. Except as expressly stated to the contrary, no claim is made as to the accuracy or authenticity of its content. The Information is provided on the basis that any persons having access to it undertake responsibility for assessing the relevance and accuracy of its content. We do not accept responsibility for any loss or damage, however caused (including through negligence) which you may directly or indirectly suffer in connection with your use of the Information, nor do we accept any responsibility for any such loss arising out of your use or reliance (or any other person's use or reliance) on the Information.

The disclaimer set out in these terms and conditions is not affected or modified by any of the other terms and conditions in these Terms and Conditions. Nevertheless, our disclaimer does not attempt to purport to exclude liability in relation to any term implied by law which cannot be lawfully excluded.

Indemnity

You agree to indemnify and hold us, our agents and employees, harmless from any claim or demand, made by any third party due to, or arising out of or in connection with, your breach of these terms and conditions, or your infringement of any rights of a third party, or the provision of any information to a third party.

Governing Law

These terms and conditions are governed by the laws in force in the State of Victoria, Australia.

Third Party Disclosure

Where the information obtained from the Register is provided to a third party, details of the above Terms and Conditions must also be provided.

Areas of Cultural Heritage Sensitivity

You can find out more about 'areas of Aboriginal Cultural Heritage Sensitivity' including maps showing these areas, at

<https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes/planning-and-development-of-land.html>



Building Surveyors
Celebrating 30 Years

Form 2

Building Act 1993

Building Regulations 2018

Regulation 37(1)

BUILDING PERMIT

Permit No.: CBS-U 72176/20221641/1
Building Permit No. (BPN): 6700662782294

Issue To

Agent of owner¹ **Hamilton & Marino Pty Ltd**
70 Trenerry Cres,
Abbotsford Vic 3067

Address for serving and giving documents

70 Trenerry Cres
Abbotsford Vic 3067

Contact person

Sujith De Silva

Telephone

0468 922 779

Ownership Details

Postal Address:

220 Chapel Rd Keysborough Pty Ltd

Unit 301, 20 Hepburn Rd

Doncaster Vic 3108

Contact Person:

Lincoln Fei

Telephone:

0402 185 300

Property Details

**220 Chapel Road,
Keysborough 3173**

Lot 1, LP/PS PS504514J, Vol. 8273, Fol. 925 Parish Dandenong

Municipal District

City of Greater Dandenong

Builder

Hamilton & Marino Pty Ltd

70 Trenerry Cres

Abbotsford Vic 3067

Contact person

Sujith De Silva

Telephone

0468 922 779

Details of Building Practitioners and Architects

a) to be engaged in the building work

Name

Category/Class

Registration No.

Hamilton & Marino Pty Ltd

Commercial Builder - Unlimited

CCB-U 63315

Hamilton & Marino Pty Ltd

Domestic Builder - Unlimited

CDB-U 65147

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

	Name	Category/Class	Registration No.
Builder	Hamilton & Marino Pty Ltd	Domestic Builder - Unlimited	CDB-U 65147
Architect	CHT Architects Pty Ltd	Architect	C50819
Structural	Tino Petrucci	Engineer Civil	PE0003416
	Guy DeLosa	Engineer Civil	PE0000469
Civil – Stormwater	Andrew Charalambous (Certifier)	Engineer Civil	PE0003791
	Michael Di Paola	Engineer Civil	PE0001529
Fire Services & Mechanical Services	Trang Nguyen	Engineer Mechanical	PE0003664
Electrical Services	David O'Flaherty	Engineer Electrical	PE0002641
Hydraulic Services	Michael Di Paola	Engineer Civil	PE0001529
Fire Safety	Matthew Curtain (Certifier)	Fire safety engineer	PE0001630
	Michael Dobbs	Fire safety engineer	PE0003177
	Kieran Doherty (Certifier)	Fire safety engineer	PE0002307

Details of relevant planning permit

Planning Permit No.: **PLN17/0370**

Date of Grant of Planning Permit: **24/01/2020**

It is the owners' responsibility to ensure that all conditions contained within the above and any other relevant planning permit are complied with before and/or after, construction, development or use commences as stipulated by those permits

Description of building work Proposed Mixed-Use Development

Nature of Building Work New Building

*Storeys contained 4
 *Rise in storeys (for Class 2-9 building only) 4
 *Effective height 9.8m
 *Type of construction A

*Pursuant to Section 10 of the Building Act of the following versions are applicable to the permit.

BCA: 2019A1

Building Regulation: 2018

Stage of building work permitted Stage 1 - Structural (Super structure to underside of Level 1 slab - which includes Footings, slab on ground & vertical columns and walls) & Services (below ground services).

Cost of building work for this stage \$11,570,877.00

Total floor area of new work 37023m²

Building Classification

Part of Building	Permitted Use	BCA Classification	Allowable Floor Load
Ground & First Floor	Carpark	7a	2.5kPa
Ground Floor, Level 1 to 3	Apartments	2	2kPa
Ground Floor	Retail	6	5kPa
Ground Floor, Level 1	Apartments (Townhouses)	2	1.5kPa

Performance solution

Performance solutions were used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies. This list is limited to the extent of work approved by this stage permit. Most of these are included for information purposes. A check with the Occupancy Permit at the completion of works will be required to ascertain the exact type and number of performance solutions for this project:

Relevant performance requirement	Details of performance solution	Prepared by
EP1.3	<p>To provide technical justification for the installation of a magnetic flow meter to the fire services water supply.</p> <p>To provide technical justification for the external fire hydrant to be less than 10m from external wall of building without achieving the required FRL.</p> <p>To provide technical justification for a hydrant coverage shortfall.</p> <p>To provide technical justification for external attack hydrants to be located further than 50m from a hardstand.</p> <p>The following has been used in determining that the Performance Solution complies with the Performance Requirement(s):</p> <ul style="list-style-type: none"> (i) Assessment Method(s): A2.2(1)(a) & A2.2(2)(c) (ii) Expert Judgement: Expert Judgement provided by Dobbs Doherty Pty Ltd. (iii) Tests or Calculations: N/A (iv) Standard or other information: International Fire Engineering Guidelines (2005 Edition), FRV R129 Report for Consent (FRV Ref: 2200316) 	<p>Michael Dobbs PE0003177</p> <p>Kieran Doherty PE0002307</p>
CP1, CP2	<p>To provide technical justification for a reduction in fire ratings of construction elements in the following areas;</p> <ul style="list-style-type: none"> · Class 2 Apartments-type SOUs (Level 1) – 60 minutes in lieu of 90 minutes · Retail – 90 minutes in lieu of 180 minutes · Carpark – 90 minutes in lieu of 240 minutes <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(i) · A2.2(2)(b)(ii) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
CP1, CP2	<p>To provide technical justification for adequate fire protection against fire spread between Class 2 townhouse-type SOUs</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(ii) · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>

CP1, CP2	<p>To provide technical justification for timber lightweight floors within Class 2 townhouse-type SOUs</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(ii) · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
CP1, CP2	<p>To provide technical justification for floors within Class 2 townhouse-type SOUs to not be fire rated</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(ii) · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
CP1, CP2	<p>To provide technical justification for loadbearing internal fire-resisting walls associated with the Class 2 townhouse-type SOUs to be constructed using lightweight timber framing, in lieu of concrete/masonry construction</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(ii) · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
CP1, CP2	<p>To provide technical justification for shaftliner-type wall systems to be used as loadbearing internal walls separating Class 2 townhouse-type SOUs</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(ii) · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
CP1, CP2, CP4	<p>To provide technical justification for fire-resisting external walls and nonloadbearing fire-resisting internal walls associated with the Class 2 townhouse type to be constructed using lightweight timber framing</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(ii) · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
CP2, CP8, EP2.2	<p>To provide technical justification for bounding (external) wall construction with unprotected openings facing a path of travel to an exit</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(ii) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
DP4	<p>To provide technical justification for double-storey SOUs to not have a compliant exit at the top storey</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(c) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>

DP4, EP2.2	<p>To provide technical justification for travel distances to be exceeded at Residential Level(s) as follows;</p> <ul style="list-style-type: none"> · Level 1 – 18m in lieu of 12m to the point of choice between exits from the most remote apartment entry door · Level 2 – 21m in lieu of 12m to the point of choice between exits from the most remote townhouse-style SOU entry door <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
DP4, EP2.2	<p>To provide technical justification for alternative for the maximum distances between exits to be exceeded;</p> <ul style="list-style-type: none"> · Level 1 – 65m in lieu of 45m between exits · Level 2 – 54m in lieu of 45m between exits <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
DP4	<p>To provide technical justification for the maximum travel distance from the doorway of the SOUs to the point of egress to a road by way or stairway to be greater than 60m</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
DP4	<p>To provide technical justification for the maximum travel distance from the carpark area to the point of egress to a road by way or stairway or ramp that is not fire-rated exceeds 80m</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
DP4	<p>To provide technical justification for the point of discharge from non fire-isolated stairs to be greater than 15m from the road</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
DP2(b)	<p>To provide technical justification for the following doors to swing against the direction of egress;</p> <ul style="list-style-type: none"> · Ground Floor – Main entry doors to Retail Units R1 to R13 · Ground Floor – North east fire isolated stair (Stair 1) <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(i) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
DP2(b)	<p>To provide technical justification for the suitability of the vehicle roller or panel doors serving private SOU carparking in a required path of travel to an exit</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>

EP1.4, EP2.2	To provide technical justification for the carpark mechanical ventilation system at Ground Level and Level 1 to incorporate impulse (jet) fans in series The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement · A2.2(2)(b)(ii)	Matthew Curtain PE0001630 Michael Dobbs PE0003177
EP1.4	To provide technical justification for the deletion of a sprinkler head to the top of the lift shaft The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement · A2.2(2)(c)	Matthew Curtain PE0001630 Michael Dobbs PE0003177
EP1.4	To provide technical justification for shower recesses less than 2.5m ² to not be provided with sprinkler protection (the bathroom in which the shower recess is located will be protected) The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement · A2.2(2)(d)	Matthew Curtain PE0001630 Michael Dobbs PE0003177

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.
Council	Point of discharge of storm water	133(2)
FRV	Fire Matters	129

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements

The mandatory inspection stages are as follows. The Relevant Building Surveyor undersigned below must be contacted for the inspection bookings.

- **Protection of Public(Precavution Works)**
- **Before placing a footing(Foundation)**
- **Before pouring insitu concrete member(REO)**
- **Fire & Smoke resistance inspection**
- **Completion of Framework**
- **Final**

The Builder must notify the Relevant Building Surveyor without delay after completion of each above mandatory notification stage of that work to arrange for an inspection to be carried out.

Such notifications must only be made by calling (03) 9686 7654.

Note: Inspections cannot be booked by sending emails, leaving voice/text messages or by any others electronic means.

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 relation to which the building work is carried out.

Commencement & Completion:

This building work must commence by: **28 April 2023**

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: **28 April 2025**

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

Endorsed Drawings

Drawings and documents that are to be read in conjunction with this permit have been endorsed as follows:-

ENDORSED BY ABDEC

Permit No.: CBS-U 72176/20221641/1

BPN: 6700662782294

The works shown on the endorsed documents are strictly limited to the works permitted by this permit. Any other documents or works depicted on those documents are only included for information purposes, and are not allowed to be constructed under this permit. All stage and/or variation permits are to be read in conjunction with each other

Any amendments or variations to the endorsed drawings will be endorsed with the same permit number but different date.

Conditions of this Building Permit

This building permit has been issued with conditions pursuant to section 19 of the Building Act 1993

1. Building work authorized by this permit shall not be commenced until all other permits, consents and approvals required before the commencement of the work by or under the planning & environment act 1987 or any other act have been obtained.
2. This permit does not allow the applicant, owner and/or builder to substitute/change any material, product, form of construction or design.
Any such changes/substitution must not be constructed unless approved by way of a Variation Permit by the Relevant Building Surveyor.
Where two or more materials, products, forms of construction or design are shown on the endorsed documents the builder must check with the designer AND the Relevant Building Surveyor as to which one of the materials, products, forms of construction or design is the compliant one and permitted for construction.
3. Refer to Annexure A for a list of further conditions, which apply to this building permit.

Relevant Building Surveyor

Name: **Time Line Three Pty Ltd**
Registration no.: **CBS-U72176**
Business name: **Time Line Three Pty Ltd**
Address: **Suite 2, 10 Northumberland St, Sth Melb 3205**
Email:
Signature: Per
Lambros Moschogiannis
for and on behalf of Time Line Three Pty Ltd
BPN: **6700662782294**
Permit Number: **CBS-U 72176/20221641/1**
Permit Reference No.: **11366**
Date of Issue of Permit: **28 April 2022**

Annexures**Annexure A****Permit Conditions****Notes**

- Note 1: Under regulation 318 an owner of a building or land, for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
- Note 2: Under regulation 317 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3: Include building practitioners with continuing involvement in the building work.
- Note 4: Include only building practitioners with no further involvement in the building work.
- Note 5: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000.00) must be covered by an insurance policy as required under section 135 of the Building Act 1993.



Building Surveyors
Celebrating 30 Years

Form 2

Building Act 1993

Building Regulations 2018

Regulation 37(1)

BUILDING PERMIT

Permit No.: CBS-U 72176/20221641/2
Building Permit No. (BPN): 4374044429170

Issue To

Agent of owner¹ **Hamilton & Marino Pty Ltd**
70 Trenerry Cres,
Abbotsford Vic 3067

Address for serving and giving documents

70 Trenerry Cres
Abbotsford Vic 3067

Contact person

Sujith De Silva

Telephone

0468 922 779

Ownership Details

Postal Address:

220 Chapel Rd Keysborough Pty Ltd

Unit 301, 20 Hepburn Rd

Doncaster Vic 3108

Contact Person:

Lincoln Fei

Property Details

**220 Chapel Road,
Keysborough 3173**

Lot 1, LP/PS PS504514, Vol. 8273, Fol. 925, Parish Dandenong

Municipal District

City of Greater Dandenong

Builder

Hamilton & Marino Pty Ltd

70 Trenerry Cres
Abbotsford Vic 3067

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0468 922 779

Details of Building Practitioners and Architects

a) to be engaged in the building work

Name

Category/Class

Registration No.

Hamilton & Marino Pty Ltd

Commercial Builder - Unlimited

CCB-U 63315

Hamilton & Marino Pty Ltd

Domestic Builder - Unlimited

CDB-U 65147

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

	Name	Category/Class	Registration No.
Builder	Hamilton & Marino Pty Ltd	Domestic Builder - Unlimited	CDB-U 65147
Architect	CHT Architects Pty Ltd	Architect	C50819
Structural (PT slab)	Michael Yew Wei Lee (certifier)	Engineer Civil	PE0000068
	Kim Seng Jimmy Low	Engineer Civil	PE0000852
Structural	Tino Petrucci	Engineer Civil	PE0003416
	Guy DeLosa	Engineer Civil	PE0000469
Civil – Stormwater	Andrew Charalambous (Certifier)	Engineer Civil	PE0003791
	Michael Di Paola	Engineer Civil	PE0001529
Fire Services & Mechanical Services	Trang Nguyen	Engineer Mechanical	PE0003664
Electrical Services	David O'Flaherty	Engineer Electrical	PE0002641
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Fire Safety	Matthew Curtain (Certifier)	Fire safety engineer	PE0001630
	Michael Dobbs	Fire safety engineer	PE0003177
	Kieran Doherty (Certifier)	Fire safety engineer	PE0002307

Details of relevant planning permit

Planning Permit No.: **PLN17/0370**

Date of Grant of Planning Permit: **24/01/2020**

It is the owners' responsibility to ensure that all conditions contained within the above and any other relevant planning permit are complied with before and/or after, construction, development or use commences as stipulated by those permits

Description of building work Proposed Mixed-Use Development

Nature of Building Work New Building

*Storeys contained	4
*Rise in storeys (for Class 2-9 building only)	4
*Effective height	9.8m
*Type of construction	A

***Pursuant to Section 10 of the Building Act of the following versions are applicable to the permit.**

BCA: 2019A1

Building Regulation: 2018

Stage of building work permitted Stage 2 - Structural - Vertical Elements (precast and insitu columns and precast walls) and level 1 slab

Cost of building work for this stage \$2,502,924.00
Total floor area of new work 37023m²

Building Classification

Part of Building	Permitted Use	BCA Classification	Allowable Floor Load
Ground & First Floor	Carpark	7a	2.5kPa
Ground Floor, Level 1 to 3	Apartments	2	2kPa
Ground Floor	Retail	6	5kPa
Ground Floor, Level 1	Apartments (Townhouses)	2	1.5kPa

Performance solution

Performance solutions were used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies. This list is limited to the extent of work approved by this stage permit. Most of these are included for information purposes. A check with the Occupancy Permit at the completion of works will be required to ascertain the exact type and number of performance solutions for this project:

Relevant performance requirement	Details of performance solution	Prepared by
EP1.3	<p>To provide technical justification for the installation of a magnetic flow meter to the fire services water supply.</p> <p>To provide technical justification for the external fire hydrant to be less than 10m from external wall of building without achieving the required FRL.</p> <p>To provide technical justification for a hydrant coverage shortfall.</p> <p>To provide technical justification for external attack hydrants to be located further than 50m from a hardstand.</p> <p>The following has been used in determining that the Performance Solution complies with the Performance Requirement(s):</p> <ul style="list-style-type: none"> (i) Assessment Method(s): A2.2(1)(a) & A2.2(2)(c) (ii) Expert Judgement: Expert Judgement provided by Dobbs Doherty Pty Ltd. (iii) Tests or Calculations: N/A (iv) Standard or other information: International Fire Engineering Guidelines (2005 Edition), FRV R129 Report for Consent (FRV Ref: 2200316) 	<p>Michael Dobbs PE0003177</p> <p>Kieran Doherty PE0002307</p>
CP1, CP2	<p>To provide technical justification for a reduction in fire ratings of construction elements in the following areas;</p> <ul style="list-style-type: none"> · Class 2 Apartments-type SOUs (Level 1) – 60 minutes in lieu of 90 minutes · Retail – 90 minutes in lieu of 180 minutes · Carpark – 90 minutes in lieu of 240 minutes <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(i) · A2.2(2)(b)(ii) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
CP1, CP2	<p>To provide technical justification for adequate fire protection against fire spread between Class 2 townhouse-type SOUs</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(ii) · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>

CP1, CP2	<p>To provide technical justification for timber lightweight floors within Class 2 townhouse-type SOUs</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(ii) · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
CP1, CP2	<p>To provide technical justification for floors within Class 2 townhouse-type SOUs to not be fire rated</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(ii) · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
CP1, CP2	<p>To provide technical justification for loadbearing internal fire-resisting walls associated with the Class 2 townhouse-type SOUs to be constructed using lightweight timber framing, in lieu of concrete/masonry construction</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(ii) · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
CP1, CP2	<p>To provide technical justification for shaftliner-type wall systems to be used as loadbearing internal walls separating Class 2 townhouse-type SOUs</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(ii) · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
CP1, CP2, CP4	<p>To provide technical justification for fire-resisting external walls and nonloadbearing fire-resisting internal walls associated with the Class 2 townhouse type to be constructed using lightweight timber framing</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(ii) · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
CP2, CP8, EP2.2	<p>To provide technical justification for bounding (external) wall construction with unprotected openings facing a path of travel to an exit</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(ii) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
DP4	<p>To provide technical justification for double-storey SOUs to not have a compliant exit at the top storey</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(c) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>

DP4, EP2.2	<p>To provide technical justification for travel distances to be exceeded at Residential Level(s) as follows;</p> <ul style="list-style-type: none"> · Level 1 – 18m in lieu of 12m to the point of choice between exits from the most remote apartment entry door · Level 2 – 21m in lieu of 12m to the point of choice between exits from the most remote townhouse-style SOU entry door <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
DP4, EP2.2	<p>To provide technical justification for alternative for the maximum distances between exits to be exceeded;</p> <ul style="list-style-type: none"> · Level 1 – 65m in lieu of 45m between exits · Level 2 – 54m in lieu of 45m between exits <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
DP4	<p>To provide technical justification for the maximum travel distance from the doorway of the SOUs to the point of egress to a road by way or stairway to be greater than 60m</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
DP4	<p>To provide technical justification for the maximum travel distance from the carpark area to the point of egress to a road by way or stairway or ramp that is not fire-rated exceeds 80m</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
DP4	<p>To provide technical justification for the point of discharge from non fire-isolated stairs to be greater than 15m from the road</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
DP2(b)	<p>To provide technical justification for the following doors to swing against the direction of egress;</p> <ul style="list-style-type: none"> · Ground Floor – Main entry doors to Retail Units R1 to R13 · Ground Floor – North east fire isolated stair (Stair 1) <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(i) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
DP2(b)	<p>To provide technical justification for the suitability of the vehicle roller or panel doors serving private SOU carparking in a required path of travel to an exit</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>

EP1.4, EP2.2	To provide technical justification for the carpark mechanical ventilation system at Ground Level and Level 1 to incorporate impulse (jet) fans in series The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement · A2.2(2)(b)(ii)	Matthew Curtain PE0001630 Michael Dobbs PE0003177
EP1.4	To provide technical justification for the deletion of a sprinkler head to the top of the lift shaft The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement · A2.2(2)(c)	Matthew Curtain PE0001630 Michael Dobbs PE0003177
EP1.4	To provide technical justification for shower recesses less than 2.5m ² to not be provided with sprinkler protection (the bathroom in which the shower recess is located will be protected) The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement · A2.2(2)(d)	Matthew Curtain PE0001630 Michael Dobbs PE0003177

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.
Council	Point of discharge of storm water	133(2)
FRV	Fire Matters	129

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements

The mandatory inspection stages are as follows. The Relevant Building Surveyor undersigned below must be contacted for the inspection bookings.

- **Protection of Public (precaution works)**
- **Before placing a footing (foundation)**
- **Before pouring insitu concrete member (steel reinforcement)**
- **Fire & Smoke resistance inspection**
- **Completion of Framework**
- **Final**

The Builder must notify the Relevant Building Surveyor without delay after completion of each above mandatory notification stage of that work to arrange for an inspection to be carried out. Such notifications must only be made by calling (03) 9686 7654.

Note: Inspections cannot be booked by sending emails, leaving voice/text messages or by any others electronic means.

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 relation to which the building work is carried out.

Commencement & Completion:

This building work must commence by: **28 April 2023**

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: **28 April 2025**

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

Endorsed Drawings

Drawings and documents that are to be read in conjunction with this permit have been endorsed as follows:-

ENDORSED BY ABDEC

Permit No.: CBS-U 72176/20221641/2

BPN: 4374044429170

The works shown on the endorsed documents are strictly limited to the works permitted by this permit. Any other documents or works depicted on those documents are only included for information purposes, and are not allowed to be constructed under this permit. All stage and/or variation permits are to be read in conjunction with each other


Any amendments or variations to the endorsed drawings will be endorsed with the same permit number but different date.

Conditions of this Building Permit

This building permit has been issued with conditions pursuant to section 19 of the Building Act 1993

1. Building work authorized by this permit shall not be commenced until all other permits, consents and approvals required before the commencement of the work by or under the planning & environment act 1987 or any other act have been obtained.
2. This permit does not allow the applicant, owner and/or builder to substitute/change any material, product, form of construction or design.
Any such changes/substitution must not be constructed unless approved by way of a Variation Permit by the Relevant Building Surveyor.
Where two or more materials, products, forms of construction or design are shown on the endorsed documents the builder must check with the designer AND the Relevant Building Surveyor as to which one of the materials, products, forms of construction or design is the compliant one and permitted for construction.
3. Refer to Annexure A for a list of further conditions, which apply to this building permit.

Relevant Building Surveyor

Name: Time Line Three Pty Ltd
Registration no.: CBSU72176
Business name: Time Line Three Pty Ltd
Address: Suite 2, 10 Northumberland St, Sth Melb 3205
Email: office@abnec.com.au
Signature: 

Per
Lambros Moschogiannis
for and on behalf of Time Line Three Pty Ltd

BNP 431 4044429170
Permit Number CBS-U 72176/20221641/2
Permit Reference No. 11400
Date of Issue of Permit 28 July 2022

Annexures

Annexure A

Permit Conditions

Notes

- Note 1: Under regulation 318 an owner of a building or land, for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
- Note 2: Under regulation 317 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3: Include building practitioners with continuing involvement in the building work.
- Note 4: Include only building practitioners with no further involvement in the building work.
- Note 5: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000.00) must be covered by an insurance policy as required under section 135 of the Building Act 1993.

ANNEXURE A

PERMIT CONDITIONS

Project Address: 220 Chapel Road Keysborough Vic 3173

Building Permit No: 4374044429170

Reference No: BLD20220018_Chapel Rd 220

The following conditions form part of this Building Permit Approval, **READ THEM CAREFULLY**. It is the responsibility of the permit holder/applicant to ensure the building permit conditions listed below are satisfied prior to the completion of works and issue of Occupancy Permit.

This Building Permit has been issued conditional on the following

2.1 Stage 2 permit

This **Stage 2 permit** has been issued for **Structural - Vertical elements (Precast and insitu columns and precast walls) and Level 1 slab**. Note: All other works are shown for information and set out purposes only.

2.2 Engineer to Inspect Post-Tensioned Concrete slabs

The builder shall engage a qualified structural engineer to inspect the post-tensioned concrete slab prior to each pour and submit to the Relevant Building Surveyor a Regulation 126 Certificate of Compliance (inspection) from the engineer for each inspection.

2.3 Penetration

All service penetrations to be coordinated and approved by the engineer.

Penetrations through fire rated elements (i.e. Fire collars, packing, sealants & dampers) shall not impair the fire resistance level (i.e. FRL90/90/90) and be treated in accordance with Clause C3.15 of the BCA to AS4072 & AS1530.4.

Details of all penetrations / schedule in accordance with AS4072.1 together with test reports to be submitted to the Relevant Building Surveyor and approval obtained prior to installation.

2.4 External Steelwork

All steelwork is to be hot dip galvanized (including lintels).

2.5 Overflow to open courtyards, Balconies, terrace and roofs

Overflow provisions must be provided to all open courtyards, balconies, terrace, and roof drainage system.

2.6 Hydraulic services

This permit does not include above ground hydraulic services.

PERMIT CONDITIONS ISSUED UNDER PREVIOUS PERMITS ARE ALSO APPLICABLE TO THIS PERMIT.

Refer to each stage permit as amended / varied for a complete list of conditions which is applicable to this permit. Please READ THEM CAREFULLY. It is the responsibility of the permit holder/applicant to ensure that all building permit conditions are satisfied.

General Conditions

A Fire precautions

During construction, the builder shall ensure that no less than one fire extinguisher to suite class A, B and C fires and electrical fires must be provided at all times on each storey adjacent to each required exit or temporary stair or exit.

B Site security

Before and during the carrying out of works the site must be adequately fenced or otherwise guarded against, to prevent the access of members of the public from entering the site at all times.

C Protection / Precaution works

This building permit does not include precautions over the street alignment.

All precaution works to be in accordance with AS1742. builder to ensure that all hoardings, gantries, scaffolding and catch platforms & debris netting are designed & certified by a qualified engineer.

Note: Precaution works (i.e., hoardings, gantries, scaffolding & security fences) must not obstruct access to the FRV boosters.

D Temporary structures

The builder is to provide all temporary structures, safety barriers, propping, shoring and bracing as required to maintain the safety and stability during construction. Submit certificate of compliance for the design of temporary structures (i.e., formwork, propping and bracing) prior to pouring slabs.

E No part of the building shall be left unattended.

No part of the building shall be left unattended or unsupervised in such a condition that it may collapse or become dangerous.

F Site sign

Prior to the commencement of any building work, the builder shall provide a site sign located in a prominent location at the front of the property displaying the registration numbers and contact details of the builder and building surveyor and the building permit number & date. All reasonable steps are to be taken to ensure the information continues to be displayed and remains visible and legible for the duration of the building works.

G Planning consistency

The development as shown on the endorsed plan must not be altered without the written consent of the responsible authority. It is the builder's responsibility to ensure that all building works are constructed in accordance with the town planning permit and endorsed drawings issued by the relevant authority.

H Asset Protection Permits

Some Building works and demolitions may require an Asset Protection Permit from council, which the owner or occupier pays a bond to protect potential damage to Councils assets in the vicinity of the proposed building or construction works. Such assets include footpaths, kerb and channel, right of ways, street signs, street furniture and nature strip trees.

The inspection fee includes a pre-work and post-work inspection. Existing conditions are recorded, and when the works have been completed, the owner or occupier is given back their bond if there is no additional damage to Council assets.

All asset protection permits are to be obtained prior to any works commencing.

I Copy of this permit are available for inspection

The person who is in charge of carrying out of building work must take all reasonable steps to ensure that a copy of this permit and one set of the approved plans, specification and documents are available for inspection at the allotment concerned while the building work for which the building permit is issued is in progress.

J Building work

It is the builder's responsibility to ensure that all building work are constructed in accordance with the building permit/s and the endorsed plans.

K Amendments to the building design

Any proposed amendments to the building design must be submitted to the relevant building surveyor for approval prior to construction.

GENERAL:

Do not scale drawings, use written dimensions only.

These drawings are approved from information supplied.

The owner/builder/subcontractor shall verify all dimensions, levels, setbacks and specification prior to commencing any works or ordering materials. Shall satisfy them-selves that such information is appropriate for their purposes and shall be responsible for ensuring that all building works conform to the Building Code of Australia, A.S. Codes (current editions) Building Regulations, Local By-Laws and Town Planning requirements. Report all discrepancies to the Building Surveyor.

The builder shall take all steps necessary to ensure the stability of new and existing structures during all works.

The builder shall ensure the general water tightness of all new and existing works.

All works shall comply but not be limited to the following Australian Standards:

- A.S. 1288** - Glass in Buildings – Selection and Installation.
- A.S. 1562** - Design and Installation of Sheet Roof and Wall Cladding.
- A.S. 1684** - National Timber Framing Code.
- A.S. 1860** - Installation of Particleboard Flooring.
- A.S. 2049** - Roofing Tiles.
- A.S. 2050** - Fixing of Roof Tiles.
- A.S. 2870** - Residential Slabs and Footings – Construct.
- A.S. 2904** - Damp Roof Courses and Flashings.
- A.S. 3600** - Concrete Structures.
- A.S. 3660.1** - Code of Practice for Physical Barriers used in the Protection of Buildings against Subterranean Termites.

- A.S. 3700** - Masonry in Buildings.
- A.S. 3740** - Waterproofing of Wet Areas in Residential Buildings.
- A.S. 3786** - Smoke Alarms.
- A.S. 3959** - Construction of Buildings in Bush-fire Prone Areas.
- A.S. 4055** - Wind Loading for Housing.

These are to be read in conjunction with any Structural or Civil Engineering Computations or Drawings and Soil Report.

All Building Works are to coincide with the Town Planning Drawings. Any discrepancies are to be approved and amended by relevant City Council Planning department.



Building Surveyors
Celebrating 30 Years

Form 2

Building Act 1993

Building Regulations 2018

Regulation 37(1)

BUILDING PERMIT

Permit No.: CBS-U 72176/20221641/3
Building Permit No. (BPN): 1388972239439

Issue To

Agent of owner¹ **Hamilton & Marino Pty Ltd**
70 Trenerry Cres,
Abbotsford Vic 3067

Address for serving and giving documents

70 Trenerry Cres
Abbotsford Vic 3067

Contact person
Telephone

Sujith De Silva
0468 922 779

Ownership Details

Postal Address:

220 Chapel Rd Keysborough Pty Ltd

Unit 301, 20 Hepburn Rd
Doncaster Vic 3108

Contact Person:
Telephone:

Lincoln Fei
0402 185 300

Property Details

**220 Chapel Road,
Keysborough 3173**

Lot 1, LP/PS PS504514, Vol. 8273, Fol. 925, Parish Dandenong

Municipal District

City of Greater Dandenong

Builder

Hamilton & Marino Pty Ltd

70 Trenerry Cres
Abbotsford Vic 3067

Contact person
Telephone

Sujith De Silva
0468 922 779

Details of Building Practitioners and Architects

a) to be engaged in the building work

Name

Category/Class

Registration No.

Hamilton & Marino Pty Ltd

Commercial Builder - Unlimited

CCB-U 63315

Hamilton & Marino Pty Ltd

Domestic Builder - Unlimited

CDB-U 65147

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

	Name	Category/Class	Registration No.
Builder	Hamilton & Marino Pty Ltd	Domestic Builder - Unlimited	CDB-U 65147
Architect	CHT Architects Pty Ltd	Architect	C50819
Structural (PT slab)	Michael Yew Wei Lee (Certifier)	Engineer Civil	PE0000068
	Kim Seng Jimmy Low	Engineer Civil	PE0000852
Structural	Tino Petrucci	Engineer Civil	PE0003416
	G. De Losa	Engineer Civil	PE0000469
Civil – Stormwater	Andrew Charalambous (Certifier)	Engineer Civil	PE0003791
	Michael Di Paola	Engineer Civil	PE0001529
Fire Services & Mechanical Services	Trang Nguyen	Engineer Mechanical	PE0003664
Electrical Services	David O'Flaherty	Engineer Electrical	PE0002641
Hydraulic Services	Michael Di Paola	Engineer Civil	PE0001529
	Andrew Charalambous (Certifier)	Engineer Civil	PE0003791
Fire Safety	Matthew Curtain (Certifier)	Fire safety engineer	PE0001630
	Michael Dobbs	Fire safety engineer	PE0003177
	Kieran Doherty (Certifier)	Fire safety engineer	PE0002307

Details of domestic building work insurance

The issuer or the provider of the required insurance policy is

Policy Number **N/A**
Date of issue **N/A**

Details of relevant planning permit

Planning Permit No.: **PLN17/0370**

Date of Grant of Planning Permit: **24/01/2020**

It is the owners' responsibility to ensure that all conditions contained within the above and any other relevant planning permit are complied with before and/or after, construction, development or use commences as stipulated by those permits

Description of building work	Proposed Mixed-Use Development
Nature of Building Work	New Building

*Storeys contained	4
*Rise in storeys (for Class 2-9 building only)	4
*Effective height	9.8m
*Type of construction	A

***Pursuant to Section 10 of the Building Act of the following versions are applicable to the permit.**

BCA: **2019A1**
Building Regulation: **2018**

Stage of building work permitted	Stage 3 - Structural (Level 2 slab)
Cost of building work for this stage	\$1,892,063.00
Total floor area of new work	37023m²

Building Classification

Part of Building	Permitted Use	BCA Classification	Allowable Floor Load
Ground Floor, Level 1 to 3	Residential (Apartments)	2	2kPa / 1.5 KPa
Ground & First Floor	Carpark	7a	2.5kPa
Ground Floor (R1 to R13)	Retail/Shop	6	5kPa

Performance solution

Performance solutions were used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies. This list is limited to the extent of work approved by this stage permit. Most of these are included for information purposes. A check with the Occupancy Permit at the completion of works will be required to ascertain the exact type and number of performance solutions for this project:

Relevant performance requirement	Details of performance solution	Prepared by
EP1.3	<p>To provide technical justification for the installation of a magnetic flow meter to the fire services water supply.</p> <p>To provide technical justification for the external fire hydrant to be less than 10m from external wall of building without achieving the required FRL.</p> <p>To provide technical justification for a hydrant coverage shortfall.</p> <p>To provide technical justification for external attack hydrants to be located further than 50m from a hardstand.</p> <p>The following has been used in determining that the Performance Solution complies with the Performance Requirement(s):</p> <ul style="list-style-type: none"> (i) Assessment Method(s): A2.2(1)(a) & A2.2(2)(c) (ii) Expert Judgement: Expert Judgement provided by Dobbs Doherty Pty Ltd. (iii) Tests or Calculations: N/A (iv) Standard or other information: International Fire Engineering Guidelines (2005 Edition), FRV R129 Report for Consent (FRV Ref: 2200316) 	<p>Michael Dobbs PE0003177</p> <p>Kieran Doherty PE0002307</p>
CP1, CP2	<p>To provide technical justification for a reduction in fire ratings of construction elements in the following areas;</p> <ul style="list-style-type: none"> · Class 2 Apartments-type SOUs (Level 1) – 60 minutes in lieu of 90 minutes · Retail – 90 minutes in lieu of 180 minutes · Carpark – 90 minutes in lieu of 240 minutes <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(i) · A2.2(2)(b)(ii) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
CP1, CP2	<p>To provide technical justification for adequate fire protection against fire spread between Class 2 townhouse-type SOUs</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(ii) · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>

CP1, CP2	<p>To provide technical justification for timber lightweight floors within Class 2 townhouse-type SOUs</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(ii) · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
CP1, CP2	<p>To provide technical justification for floors within Class 2 townhouse-type SOUs to not be fire rated</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(ii) · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
CP1, CP2	<p>To provide technical justification for loadbearing internal fire-resisting walls associated with the Class 2 townhouse-type SOUs to be constructed using lightweight timber framing, in lieu of concrete/masonry construction</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(ii) · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
CP1, CP2	<p>To provide technical justification for shaftliner-type wall systems to be used as loadbearing internal walls separating Class 2 townhouse-type SOUs</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(ii) · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
CP1, CP2, CP4	<p>To provide technical justification for fire-resisting external walls and nonloadbearing fire-resisting internal walls associated with the Class 2 townhouse type to be constructed using lightweight timber framing</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(ii) · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
CP2, CP8, EP2.2	<p>To provide technical justification for bounding (external) wall construction with unprotected openings facing a path of travel to an exit</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(ii) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
DP4	<p>To provide technical justification for double-storey SOUs to not have a compliant exit at the top storey</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(c) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>

DP4, EP2.2	<p>To provide technical justification for travel distances to be exceeded at Residential Level(s) as follows;</p> <ul style="list-style-type: none"> · Level 1 – 18m in lieu of 12m to the point of choice between exits from the most remote apartment entry door · Level 2 – 21m in lieu of 12m to the point of choice between exits from the most remote townhouse-style SOU entry door <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
DP4, EP2.2	<p>To provide technical justification for alternative for the maximum distances between exits to be exceeded;</p> <ul style="list-style-type: none"> · Level 1 – 65m in lieu of 45m between exits · Level 2 – 54m in lieu of 45m between exits <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
DP4	<p>To provide technical justification for the maximum travel distance from the doorway of the SOUs to the point of egress to a road by way or stairway to be greater than 60m</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
DP4	<p>To provide technical justification for the maximum travel distance from the carpark area to the point of egress to a road by way or stairway or ramp that is not fire-rated exceeds 80m</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
DP4	<p>To provide technical justification for the point of discharge from non fire-isolated stairs to be greater than 15m from the road</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
DP2(b)	<p>To provide technical justification for the following doors to swing against the direction of egress;</p> <ul style="list-style-type: none"> · Ground Floor – Main entry doors to Retail Units R1 to R13 · Ground Floor – North east fire isolated stair (Stair 1) <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(b)(i) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>
DP2(b)	<p>To provide technical justification for the suitability of the vehicle roller or panel doors serving private SOU carparking in a required path of travel to an exit</p> <p>The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement</p> <ul style="list-style-type: none"> · A2.2(2)(d) 	<p>Matthew Curtain PE0001630</p> <p>Michael Dobbs PE0003177</p>

EP1.4, EP2.2	To provide technical justification for the carpark mechanical ventilation system at Ground Level and Level 1 to incorporate impulse (jet) fans in series The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement · A2.2(2)(b)(ii)	Matthew Curtain PE0001630 Michael Dobbs PE0003177
EP1.4	To provide technical justification for the deletion of a sprinkler head to the top of the lift shaft The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement · A2.2(2)(c)	Matthew Curtain PE0001630 Michael Dobbs PE0003177
EP1.4	To provide technical justification for shower recesses less than 2.5m ² to not be provided with sprinkler protection (the bathroom in which the shower recess is located will be protected) The following BCA A2.2 assessment method has been used to determine that the performance solution satisfied the relevant performance requirement · A2.2(2)(d)	Matthew Curtain PE0001630 Michael Dobbs PE0003177

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.
Council	Point of discharge of storm water	133(2)
FRV	Fire Matters	129

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements

The mandatory inspection stages are as follows. The Relevant Building Surveyor undersigned below must be contacted for the inspection bookings.

- **Protection of Public (precaution works)**
- **Before placing a footing (foundation)**
- **Before pouring insitu concrete member (steel reinforcement)**
- **Fire & Smoke resistance inspection**
- **Completion of Framework**
- **Final**

The Builder must notify the Relevant Building Surveyor without delay after completion of each above mandatory notification stage of that work to arrange for an inspection to be carried out. Such notifications must only be made by calling (03) 9686 7654.

Note: Inspections cannot be booked by sending emails, leaving voice/text messages or by any others electronic means.

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 relation to which the building work is carried out.

Commencement & Completion:

This building work must commence by: **28 April 2023**

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: **28 April 2025**

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

Endorsed Drawings

Drawings and documents that are to be read in conjunction with this permit have been endorsed as follows:-

ENDORSED BY ABDEC

Permit No.: CBS-U 72176/20221641/3

BPN: 1388972239439

The works shown on the endorsed documents are strictly limited to the works permitted by this permit. Any other documents or works depicted on those documents are only included for information purposes, and are not allowed to be constructed under this permit. All stage and/or variation permits are to be read in conjunction with each other


Any amendments or variations to the endorsed drawings will be endorsed with the same permit number but different date.

Conditions of this Building Permit

This building permit has been issued with conditions pursuant to section 19 of the Building Act 1993

1. Building work authorized by this permit shall not be commenced until all other permits, consents and approvals required before the commencement of the work by or under the planning & environment act 1987 or any other act have been obtained.
2. This permit does not allow the applicant, owner and/or builder to substitute/change any material, product, form of construction or design.
Any such changes/substitution must not be constructed unless approved by way of a Variation Permit by the Relevant Building Surveyor.
Where two or more materials, products, forms of construction or design are shown on the endorsed documents the builder must check with the designer AND the Relevant Building Surveyor as to which one of the materials, products, forms of construction or design is the compliant one and permitted for construction.
3. Refer to Annexure A for a list of further conditions, which apply to this building permit.
4. Refer to Annexure B for a list of essential safety measures, which will apply to the occupancy permit/certificate of final inspection and will be required to be maintained in an ongoing manner

Relevant Building Surveyor

Name: Time Line Three Pty Ltd
Registration no.: CBSU72176
Business name: Time Line Three Pty Ltd
Address: Suite 2, 10 Northumberland St, Sth Melb 3205
Email: office@abtec.com.au
Signature: 

Per
Lambros Moschogiannis
for and on behalf of Time Line Three Pty Ltd

BPN: 1388972239439
Permit Number: CBS-U 72176/20221641/3
Permit Reference No.: 11423
Date of Issue of Permit: 07 September 2022

Annexures

Annexure A

Permit Conditions

Notes

- Note 1: Under regulation 318 an owner of a building or land, for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
- Note 2: Under regulation 317 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3: Include building practitioners with continuing involvement in the building work.
- Note 4: Include only building practitioners with no further involvement in the building work.
- Note 5: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000.00) must be covered by an insurance policy as required under section 135 of the Building Act 1993.

ANNEXURE A

PERMIT CONDITIONS

Project Address: 220 Chapel Road Keysborough Vic 3173

Building Permit No: 1388972239439

Reference No: BLD20220018_Chapel Rd 220

The following conditions form part of this Building Permit Approval, **READ THEM CAREFULLY**. It is the responsibility of the permit holder/applicant to ensure the building permit conditions listed below are satisfied prior to the completion of works and issue of Occupancy Permit.

This Building Permit has been issued conditional on the following

3.1 Stage 3 permit

This **Stage 3 permit** has been issued for **Structural - Level 2 suspended post tensioned slab / beams**. Note: All other works are shown for information and set out purposes only.

3.2 Engineer to Inspect Post-Tensioned Concrete slabs

The builder shall engage a qualified structural engineer to inspect the post-tensioned concrete slab prior to each pour and submit to the Relevant Building Surveyor a Regulation 126 Certificate of Compliance (inspection) from the engineer for each inspection.

3.3 Penetration

All service penetrations to be coordinated and approved by the engineer.

Penetrations through fire rated elements (i.e., Fire collars, packing, sealants & dampers) shall not impair the fire resistance level (i.e. FRL90/90/90) and be treated in accordance with Clause C3.15 of the BCA to AS4072 & AS1530.4.

Details of all penetrations / schedule in accordance with AS4072.1 together with test reports to be submitted to the Relevant Building Surveyor and approval obtained prior to installation.

3.4 External Steelwork

All steelwork is to be hot dip galvanized (including lintels).

3.5 Overflow to open courtyards, Balconies, terrace and roofs

Overflow provisions must be provided to all open courtyards, balconies, terrace, and roof drainage system.

3.6 Hydraulic services

This permit does not include above ground hydraulic services.

3.7 Water proofing

Waterproofing membrane to exposed slab not part of this permit.

PERMIT CONDITIONS ISSUED UNDER PREVIOUS PERMITS ARE ALSO APPLICABLE TO THIS PERMIT.

Refer to each stage permit as amended / varied for a complete list of conditions which is applicable to this permit. Please READ THEM CAREFULLY. It is the responsibility of the permit holder/applicant to ensure that all building permit conditions are satisfied.

General Conditions

A Fire precautions

During construction, the builder shall ensure that no less than one fire extinguisher to suite class A, B and C fires and electrical fires must be provided at all times on each storey adjacent to each required exit or temporary stair or exit.

B Site security

Before and during the carrying out of works the site must be adequately fenced or otherwise guarded against, to prevent the access of members of the public from entering the site at all times.

C Protection / Precaution works

This building permit does not include precautions over the street alignment.

All precaution works to be in accordance with AS1742. builder to ensure that all hoardings, gantries, scaffolding and catch platforms & debris netting are designed & certified by a qualified engineer.

Note: Precaution works (i.e., hoardings, gantries, scaffolding & security fences) must not obstruct access to the FRV boosters.

D Temporary structures

The builder is to provide all temporary structures, safety barriers, propping, shoring and bracing as required to maintain the safety and stability during construction. Submit certificate of compliance for the design of temporary structures (i.e., formwork, propping and bracing) prior to pouring slabs.

E No part of the building shall be left unattended.

No part of the building shall be left unattended or unsupervised in such a condition that it may collapse or become dangerous.

F Site sign

Prior to the commencement of any building work, the builder shall provide a site sign located in a prominent location at the front of the property displaying the registration numbers and contact details of the builder and building surveyor and the building permit number & date. All reasonable steps are to be taken to ensure the information continues to be displayed and remains visible and legible for the duration of the building works.

G Planning consistency

The development as shown on the endorsed plan must not be altered without the written consent of the responsible authority. It is the builder's responsibility to ensure that all building works are constructed in accordance with the town planning permit and endorsed drawings issued by the relevant authority.

H Asset Protection Permits

Some Building works and demolitions may require an Asset Protection Permit from council, which the owner or occupier pays a bond to protect potential damage to Councils assets in the vicinity of the proposed building or construction works. Such assets include footpaths, kerb and channel, right of ways, street signs, street furniture and nature strip trees.

The inspection fee includes a pre-work and post-work inspection. Existing conditions are recorded, and when the works have been completed, the owner or occupier is given back their bond if there is no additional damage to Council assets.

All asset protection permits are to be obtained prior to any works commencing.

I Copy of this permit are available for inspection

The person who is in charge of carrying out of building work must take all reasonable steps to ensure that a copy of this permit and one set of the approved plans, specification and documents are available for inspection at the allotment concerned while the building work for which the building permit is issued is in progress.

J Building work

It is the builder's responsibility to ensure that all building work are constructed in accordance with the building permit/s and the endorsed plans.

K Amendments to the building design

Any proposed amendments to the building design must be submitted to the relevant building surveyor for approval prior to construction.

GENERAL:

Do not scale drawings, use written dimensions only.

These drawings are approved from information supplied.

The owner/builder/subcontractor shall verify all dimensions, levels, setbacks and specification prior to commencing any works or ordering materials. Shall satisfy them-selves that such information is appropriate for their purposes and shall be responsible for ensuring that all building works conform to the Building Code of Australia, A.S. Codes (current editions) Building Regulations, Local By-Laws and Town Planning requirements. Report all discrepancies to the Building Surveyor.

The builder shall take all steps necessary to ensure the stability of new and existing structures during all works.

The builder shall ensure the general water tightness of all new and existing works.

All works shall comply but not be limited to the following Australian Standards:

- A.S. 1288** - Glass in Buildings – Selection and Installation.
- A.S. 1562** - Design and Installation of Sheet Roof and Wall Cladding.
- A.S. 1684** - National Timber Framing Code.
- A.S. 1860** - Installation of Particleboard Flooring.
- A.S. 2049** - Roofing Tiles.
- A.S. 2050** - Fixing of Roof Tiles.
- A.S. 2870** - Residential Slabs and Footings – Construct.
- A.S. 2904** - Damp Roof Courses and Flashings.
- A.S. 3600** - Concrete Structures.
- A.S. 3660.1** - Code of Practice for Physical Barriers used in the Protection of Buildings against Subterranean Termites.
- A.S. 3700** - Masonry in Buildings.
- A.S. 3740** - Waterproofing of Wet Areas in Residential Buildings.
- A.S. 3786** - Smoke Alarms.
- A.S. 3959** - Construction of Buildings in Bush-fire Prone Areas.
- A.S. 4055** - Wind Loading for Housing.

These are to be read in conjunction with any Structural or Civil Engineering Computations or Drawings and Soil Report.

All Building Works are to coincide with the Town Planning Drawings. Any discrepancies are to be approved and amended by relevant City Council Planning department.



Building Surveyors
Celebrating 30 Years

Form 2
Building Act 1993
Building Regulations 2018
Regulation 37(1)
BUILDING PERMIT

Permit No.: CBS-U 72176/20221641/4
Building Permit No. (BPN): 2096606930765

Issue To

Owner/Agent of owner¹ **Hamilton & Marino Pty Ltd**
70 Trenerry Cres,
Abbotsford Vic 3067

Address for serving and giving documents

70 Trenerry Cres
Abbotsford Vic 3067

Contact person
Telephone

Sujith De Silva
0468 922 779

Ownership Details

Postal Address:

220 Chapel Rd Keysborough Pty Ltd

Unit 301, 20 Hepburn Rd
Doncaster Vic 3108 Australia

Contact Person:
Telephone:

Lincoln Fei
0402 185 300

Property Details

**220 Chapel Road,
Keysborough 3173**

Lot 1, LP/PS PS504514, Vol. 8273, Fol. 925, Parish Dandenong

Municipal District

City of Greater Dandenong

Builder

Hamilton & Marino Pty Ltd

70 Trenerry Cres
Abbotsford Vic 3067

Contact person
Telephone

Sujith De Silva
0468 922 779

Details of Building Practitioners and Architects

a) to be engaged in the building work

Name	Category/Class	Registration No.
Hamilton & Marino Pty Ltd	Commercial Builder - Unlimited	CCB-U 63315
Hamilton & Marino Pty Ltd	Domestic Builder - Unlimited	CDB-U 65147

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

	Name	Category/Class	Registration No.
Builder	Hamilton & Marino Pty Ltd	Domestic Builder - Unlimited	CDB-U 65147
Architect	CHT Architects Pty Ltd	Architect	C50819
Structural (PT slab)	Michael Yew Wei Lee (Certifier)	Engineer Civil	PE0000068
	Kim Seng Jimmy Low	Engineer Civil	PE0000852
Structural	Tino Petrucci	Engineer Civil	PE0003416
	G. De Losa	Engineer Civil	PE0000469
Civil – Stormwater	Andrew Charalambous (Certifier)	Engineer Civil	PE0003791
	Michael Di Paola	Engineer Civil	PE0001529
Mechanical Services	Trang Nguyen	Engineer Mechanical	PE0003664
	Johann Nigel Anderson	Engineer Mechanical	PE0000806
	Craig Justin Pregalato	Engineer Mechanical	PE0005661
Electrical Services	David O'Flaherty	Engineer Electrical	PE0002641
	Chengyuan Ma	Engineer Electrical	PE0003125
Hydraulic Services	Michael Di Paola	Engineer Civil	PE0001529
	Andrew Charalambous (Certifier)	Engineer Civil	PE0003791
Fire Safety	Matthew Curtain (Certifier)	Fire safety engineer	PE0001630
	Michael Dobbs	Fire safety engineer	PE0003177
	Kieran Doherty (Certifier)	Fire safety engineer	PE0002307
Fire Services	Michael Di Paola	Engineer Civil	PE0001529
	Trang Nguyen	Engineer Mechanical	PE0003664
Performance Solution (water & weatherproofing)	Paul Mulholland	Building Surveyor – Unlimited	BS-U 44153
Acoustic Services	Andrew Mitchell	Engineer Mechanical	PE0000090
Access Report	Adam Buzasi	Building Surveyor – Limited	BS-L 42390
Structural (Façade - windows)	Sanjayan Sivasubramaniam	Engineer Civil	PE0002067

Details of domestic building work insurance

The issuer or the provider of the required insurance policy is

Policy Number **N/A**

Date of issue **N/A**

Details of relevant planning permit

Planning Permit No.: **PLN17/0370**

Date of Grant of Planning Permit: **24/01/2020**

It is the owners' responsibility to ensure that all conditions contained within the above and any other relevant planning permit are complied with before and/or after, construction, development or use commences as stipulated by those permits

Description of building work

Proposed mixed-use development

Nature of Building Work

New Building

*Storeys contained 4
 *Rise in storeys (for Class 2-9 building only) 4
 *Effective height 9.8m
 *Type of construction A

*Pursuant to Section 10 of the Building Act of the following versions are applicable to the permit.

BCA: 2019A1
 Building Regulation: 2018

Stage of building work permitted Stage 4 - Remaining works

Cost of building work for this stage \$32,383,604.00
 Total floor area of new work 37023m²

Building Classification

Part of Building	Permitted Use	BCA Classification	Allowable Floor Load
Ground Floor, Level 1 to 3	Residential (Apartments)	2	1.5 KPa & 2kPa
Ground Floor (R1 to R13)	Retail/Shop	6	5kPa
Ground & First Floor	Carpark	7a	2.5kPa

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	Prepared by
BP1.1 and BP1.2	Assessment of Avante system to determine wind loads, live loads and thermal loads that can be expected to withstand during construction and use.	Taylor Thomson
FP1.4	Weather proofing performance solution – PGH Avante system	Taylor Thomson
FP4.3 and FP4.4	Verification of Suitable Indoor Air Quality for Carpark	PE0005661 Craig Pregalato
DP1 (a) & DP2	To provide technical justification to vary accessible features to external stairs leading to Townhouse T18 - 21. Consideration is given that the stairs facilitate direct access to each individual SOU.	BS-L 42390 Adem Buzasi
DP1 (a)	To provide technical justification to waive access to resident restricted areas of the building such as Bin rm by evaluating the intention of 'Common areas'.	BS-L 42390 Adem Buzasi
DP1 (a)	To provide technical justification that supports waiving step free and level access to Townhouses T18 – 21.	BS-L 42390 Adem Buzasi
FP5.2	To provide technical justification for sound insulation of a wall between Sole-Occupancy Unit balconies and a common carpark in a Class 2 building not to comply with BCA Clause F5.5(a).	PE0000090 Andrew Mitchell
FP5.2	To provide technical justification for sound insulation of two walls between Sole-Occupancy Unit balconies and the bedrooms of adjacent Sole-Occupancy Units in a Class 2 building not to comply with BCA Clause F5.5(a).	PE0000090 Andrew Mitchell

FP5.2	To provide technical justification for sound insulation of a wall which separates a Class 2 Sole-Occupancy Unit from a public corridor to contain a window with a sound insulation rating of less than Rw 50 dB.	PE0000090 Andrew Mitchell
FP5.2 and FP5.3	To provide technical justification for sound insulation of a wall which separates a Class 2 Sole-Occupancy Unit from a part of a different classification to contain a door with a sound insulation rating of less than Rw 50 dB.	PE0000090 Andrew Mitchell
FP1.2, FP1.4	To assess the rooftop lift doors against Performance Requirement FP1.2 and FP1.4 of the National Construction Code 2019 (NCC) — Volume 1.	BS-U 44153 Paul Mulholland
FP1.4	To assess the building's external wall system designs against Performance Requirement FP1.4 of the National Construction Code 2019 (NCC) — Volume 1.	BS-U 44153 Paul Mulholland
FP1.2, FP1.4	To provide the technical justification to permit a waterproof membrane floor to act as a roof covering over Sole-occupancy unit.	BS-U 44153 Paul Mulholland
FP1.6, FP1.7	To provide the technical justification to support wet area floors that are located above other Sole Occupancy Units or public spaces to be level in lieu of the requirements found in F1.7, AS 3740 and F1.11(b).	BS-U 44153 Paul Mulholland
EP1.3	To provide technical justification for the installation of a magnetic flow meter to the fire services water supply. To provide technical justification for the external fire hydrant to be less than 10m from external wall of building without achieving the required FRL. To provide technical justification for a hydrant coverage shortfall. To provide technical justification for external attack hydrants to be located further than 50m from a hardstand.	PE0002307 Kieran Doherty
CP1, CP2	To provide technical justification for a reduction in fire ratings of construction elements in the following areas; · Class 2 Apartments-type SOUs (Level 1) – 60 minutes in lieu of 90 minutes · Retail – 90 minutes in lieu of 180 minutes · Carpark – 90 minutes in lieu of 240 minutes	PE0001630 Matthew Curtain
CP1, CP2	To provide technical justification for adequate fire protection against fire spread between Class 2 townhouse-type SOUs	PE0001630 Matthew Curtain
CP1, CP2	To provide technical justification for timber lightweight floors within Class 2 townhouse-type SOUs	PE0001630 Matthew Curtain
CP1, CP2	To provide technical justification for floors within Class 2 townhouse-type SOUs and internal loadbearing walls within the same SOU supporting these floors to not be fire rated.	PE0001630 Matthew Curtain
CP1, CP2	To provide technical justification for loadbearing internal fire-resisting walls associated with the Class 2 townhouse-type SOUs to be constructed using lightweight timber framing, in lieu of concrete/masonry construction	PE0001630 Matthew Curtain
CP1, CP2	To provide technical justification for shaftliner-type wall systems to be used as loadbearing internal walls separating Class 2 townhouse-type SOUs	PE0001630 Matthew Curtain
CP1, CP2, CP4	To provide technical justification for fire-resisting external walls and non-loadbearing fire-resisting internal walls associated with the Class 2 townhouse-type SOUs to be constructed using lightweight timber framing	PE0001630 Matthew Curtain
CP1, CP2, CP4	To provide technical justification for the non-tested connection detail between fire-rated external walls and non-fire rated floors/roof trusses in Class 2 townhouse-type SOUs	PE0001630 Matthew Curtain

CP1, CP2, CP4	To provide technical justification for the non-tested connection detail between tiered external walls (ie where the first floor external wall steps back/forward to form a canopy) in Class 2 townhouse-type SOUs	PE0001630 Matthew Curtain
CP1, CP2, CP4	To provide technical justification for shaftliner and external wall junction details which do not strictly align with standard tested details(due to the lack of tested junction details)	PE0001630 Matthew Curtain
CP2	To provide technical justification for combustible timber noggins within external walls and non-loadbearing, fire resisting internal walls associated within the Class 2 apartment-type SOUs	PE0001630 Matthew Curtain
CP2, CP8, EP2.2	To provide technical justification for bounding (external) wall construction with unprotected openings facing a path of travel to an exit	PE0001630 Matthew Curtain
DP4	To provide technical justification for double-storey SOUs to not have a compliant exit at the top storey	PE0001630 Matthew Curtain
DP4, EP2.2	To provide technical justification for travel distances to be exceeded at Residential Level(s) as follows; · Level 1 – 18m in lieu of 12m to the point of choice between exits from the most remote apartment entry door · Level 2 – 21m in lieu of 12m to the point of choice between exits from the most remote townhouse-style SOU entry door	PE0001630 Matthew Curtain
DP4, EP2.2	To provide technical justification for alternative for the maximum distances between exits to be exceeded; · Level 1 – 65m in lieu of 45m between exits · Level 2 – 54m in lieu of 45m between exits	PE0001630 Matthew Curtain
DP4	To provide technical justification for the maximum travel distance from the doorway of the SOUs to the point of egress to a road by way or stairway to be greater than 60m	PE0001630 Matthew Curtain
DP4	To provide technical justification for the maximum travel distance from the carpark area to the point of egress to a road by way or stairway or ramp that is not fire-rated exceeds 80m	PE0001630 Matthew Curtain
DP4	To provide technical justification for the point of discharge from non fire-isolated stairs to be greater than 15m from the road	PE0001630 Matthew Curtain
DP2(b)	To provide technical justification for the following doors to swing against the direction of egress; · Ground Floor – Main entry doors to Retail Units R1 to R13 · Ground Floor – North east fire isolated stair (Stair 1)	PE0001630 Matthew Curtain
DP2(b)	To provide technical justification for the suitability of the vehicle roller or panel doors serving private SOU carparking in a required path of travel to an exit	PE0001630 Matthew Curtain
EP1.4	To provide technical justification for the deletion of a sprinkler head to the top of the lift shaft	PE0001630 Matthew Curtain
EP1.4	To provide technical justification for shower recesses less than 2.5m ² to not be provided with sprinkler protection (the bathroom in which the shower recess is located will be protected)	PE0001630 Matthew Curtain
EP1.4, EP2.2	To provide technical justification for the carpark mechanical ventilation system at Ground Level and Level 1 to incorporate impulse (jet) fans in series	PE0001630 Matthew Curtain

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.
Council	Point of discharge of storm water	133(2)
FRV	Fire Matters	129

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements

The mandatory inspection stages are as follows. The Relevant Building Surveyor undersigned below must be contacted for the inspection bookings.

- **Protection of Public (precaution works)**
- **Before placing a footing (foundation)**
- **Before pouring insitu concrete member (steel reinforcement)**
- **Fire & Smoke resistance inspection**
- **Completion of Framework**
- **Final**

The Builder must notify the Relevant Building Surveyor without delay after completion of each above mandatory notification stage of that work to arrange for an inspection to be carried out. Such notifications must only be made by calling (03) 9108 7388.

Note: Inspections cannot be booked by sending emails, leaving voice/text messages or by any others electronic means.

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 relation to which the building work is carried out.

Commencement & Completion:

This building work must commence by: **28 April 2023**

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: **28 April 2025**

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

Endorsed Drawings

Drawings and documents that are to be read in conjunction with this permit have been endorsed as follows:-

ENDORSED BY ABDEC
Permit No.: CBS-U 72176/20221641/4
BPN: 2096606930765

The works shown on the endorsed documents are strictly limited to the works permitted by this permit. Any other documents or works depicted on those documents are only included for information purposes, and are not allowed to be constructed under this permit. All stage and/or variation permits are to be read in conjunction with each other


Any amendments or variations to the endorsed drawings will be endorsed with the same permit number but different date.

Conditions of this Building Permit

This building permit has been issued with conditions pursuant to section 19 of the Building Act 1993

1. Building work authorized by this permit shall not be commenced until all other permits, consents and approvals required before the commencement of the work by or under the planning & environment act 1987 or any other act have been obtained.
2. This permit does not allow the applicant, owner and/or builder to substitute/change any material, product, form of construction or design.
Any such changes/substitution must not be constructed unless approved by way of a Variation Permit by the Relevant Building Surveyor.
Where two or more materials, products, forms of construction or design are shown on the endorsed documents the builder must check with the designer AND the Relevant Building Surveyor as to which one of the materials, products, forms of construction or design is the compliant one and permitted for construction.
3. Refer to Annexure A for a list of further conditions, which apply to this building permit.

Relevant Building Surveyor

Name:	Time Line Three Pty Ltd
Registration no.:	CBSU72176
Business name	Time Line Three Pty Ltd
Address:	Suite 2, 10 Northumberland St, Sth Melb 3205
Email:	office@abdec.com.au
Signature	

BPN	2096606930765
Permit Number	CBS-U 72176/20221641/4
Permit Reference No.	11455
Date of Issue of Permit:	19 December 2022

Annexures

Annexure A

Permit Conditions

Notes

- Note 1: Under regulation 318 an owner of a building or land, for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
- Note 2: Under regulation 317 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person

must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

Note 3: Include building practitioners with continuing involvement in the building work.

Note 4: Include only building practitioners with no further involvement in the building work.

Note 5: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000.00) must be covered by an insurance policy as required under section 135 of the Building Act 1993.

ANNEXURE A

PERMIT CONDITIONS

Project Address: **220 Chapel Road Keysborough Vic 3173**

Building Permit No: **2096606930765**

Reference No: **BLD20220018_Chapel Rd 220**

The following conditions form part of this Building Permit Approval, READ THEM CAREFULLY. It is the responsibility of the permit holder/applicant to ensure the building permit conditions listed below are satisfied prior to the completion of works and issue of Occupancy Permit.

4.1 Stage 4 permit

This **Stage 4 permit** has been issued for Remaining works. Note: All other works are shown for information and set out purposes only. The permit shall be read in conjunction with any subsequent building permit & existing permits (including all stage & variation permits).

4.2 The builder shall provide structural details of the following construction element together with a Certificate of compliance from the relevant engineers to the Relevant Building Surveyor prior to their installation; -

- a) Fabricated roof trusses, steel wall framing, roof lintels & connections
- b) Canopy glass design & fixing
- c) Perforated metal canopy design and fixing
- d) Balustrade / screen & fixings
- e) PGH Avante system & fixing
- f) Unrestrained brickwork BW01
- g) Timber stairs

4.3 The builder shall provide details of the following construction elements to the Relevant Building Surveyor prior to their installation; -

- a) Parapet sectional detail (i.e., section 2 on sheet A6.304) that does not show any horizontal element located between 150mm and 760mm above the floor.
- b) Amended Apartment T39 wall bounding carpark & Apartment T66 stair wall bounding carpark (i.e., Sheet A1.112 & A1.501) showing how these walls will achieve FRL90.
- c) Fire stopping of construction joint between the concrete stair and sole-occupancy unit bounding wall SW22 (Section 5 on sheet A6.510).
- d) Amended townhouse floor plan T32, T36 & T50 (i.e., sheet A1.113, A1.819, A1.829 & A1.833) to show rooms & spaces nominated as hallways to be used as non-habitable rooms.
- e) Amended material, finishes & fitting schedule detailing wet area vessels with inbuilt overflow devices.
- f) Penetration schedule together with test reports

4.4 Carpark egress doors

Carpark egress doors leading to apartment corridor / fire-isolated stairs must be readily openable without the use of a key from the side facing a person seeking egress or be interfaced with the sprinkler system and be configured to open upon detection.

4.5 Door swing

The following doors must swing in the direction of egress; -

- Ground floor egress gate G.00-47.

4.6 Semi-Frameless shower screens

Semi-frameless shower / bath screens doors to have a device (i.e., deflectors) that will restrict splashing during use in accordance with AS3740.

4.7 Termite risk management - Recommendation

This Property is not within a Termite area, however it is recommended that building works be in accordance to AS 3660.1 and a Termite barrier be installed to minimise the risk of termite attack to primary building elements in accordance with AS3660.1.

This is not a requirement of the Building Act and Building Regulation and will not be checked by the Relevant Building Surveyor.

The owner should satisfy himself/ herself at the completion of the project that the termite protection method (if installed) is certified by the installer and a durable notice be permanently fixed to the building (within the meter-box) indicating'

- (a) The method of termite risk management; and
- (b) The date of installation of the system; and
- (c) Where a chemical barrier is used, its life expectancy as listed on the National Registration Authority Label; and
- (d) The installer's or manufacturer's recommendations for the scope and frequency of future inspections for termite activity.

The owner is advised that complete protection from termite attack is generally not achievable. The termite barriers proposed are only installed to minimise the risk of termite attack.

4.9 Refer condition 4.3 (c) above.

4.19 Refer condition 4.3 (a) above.

4.25 Refer condition 4.3 (d) above.

4.27 Refer condition 4.3(b) above.

PERMIT CONDITIONS ISSUED UNDER PREVIOUS PERMITS ARE ALSO APPLICABLE TO THIS PERMIT.

Refer to each stage permit as amended / varied for a complete list of conditions which is applicable to this permit. Please READ THEM CAREFULLY. It is the responsibility of the permit holder/applicant to ensure that all building permit conditions are satisfied.



Building Surveyors
Celebrating 30 Years

Form 2
Building Act 1993
Building Regulations 2018
Regulation 37(1)
BUILDING PERMIT

Permit No.: CBS-U 72176/20221641/5
Building Permit No. (BPN): 2932244473800

Issue To

Owner/Agent of owner¹ **Hamilton & Marino Pty Ltd**
70 Trenerry Cres,
Abbotsford Vic 3067

Address for serving and giving documents

70 Trenerry Cres
Abbotsford Vic 3067

Contact person
Telephone

Sujith De Silva
0468 922 779

Ownership Details

Postal Address:

220 Chapel Rd Keysborough Pty Ltd

Unit 301, 20 Hepburn Rd
Doncaster Vic 3108 Australia
Lincoln Fei
0402 185 300

Contact Person:
Telephone:

Property Details

**220 Chapel Road,
Keysborough 3173**

Lot 1, LP/PS PS504514, Vol. 8273, Fol. 925, Parish Dandenong

Municipal District

City of Greater Dandenong

Builder

Hamilton & Marino Pty Ltd

70 Trenerry Cres
Abbotsford Vic 3067

Contact person
Telephone

Sujith De Silva
0468 922 779

Details of Building Practitioners and Architects

a) to be engaged in the building work

Name

Category/Class

Registration No.

Hamilton & Marino Pty Ltd

Commercial Builder - Unlimited

CCB-U 63315

Hamilton & Marino Pty Ltd

Domestic Builder - Unlimited

CDB-U 65147

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

	Name	Category/Class	Registration No.
Builder	Hamilton & Marino Pty Ltd	Domestic Builder - Unlimited	CDB-U 65147
Architect	CHT Architects Pty Ltd	Architect	C50819
Civil – Stormwater	Andrew Charalambous (Certifier)	Engineer Civil	PE0003791
	Michael Di Paola	Engineer Civil	PE0001529
Mechanical Services	Trang Nguyen	Engineer Mechanical	PE0003664
	Johann Nigel Anderson	Engineer Mechanical	PE0000806
	Craig Justin Pregnalato	Engineer Mechanical	PE0005661
Electrical Services	David O'Flaherty	Engineer Electrical	PE0002641
	Chengyuan Ma	Engineer Electrical	PE0003125
Hydraulic Services	Michael Di Paola	Engineer Civil	PE0001529
	Andrew Charalambous (Certifier)	Engineer Civil	PE0003791
Fire Safety	Matthew Curtain (Certifier)	Fire safety engineer	PE0001630
	Michael Dobbs	Fire safety engineer	PE0003177
	Kieran Doherty (Certifier)	Fire safety engineer	PE0002307
Fire Services	Michael Di Paola	Engineer Civil	PE0001529
	Trang Nguyen	Engineer Mechanical	PE0003664
Performance Solution (water & weatherproofing)	Paul Mulholland	Building Surveyor – Unlimited	BS-U 44153
Acoustic Services	Andrew Mitchell	Engineer Mechanical	PE0000090
Access Report	Adam Buzasi	Building Surveyor – Limited	BS-L 42390
Structural	Michael Yew Wei Lee (Certifier)	Engineer Civil	PE0000068
	Kim Seng Jimmy Low	Engineer Civil	PE0000852
	Tino Petrucci	Engineer Civil	PE0003416
	G. De Losa	Engineer Civil	PE0000469
	Sanjayan Sivasubramaniam	Engineer Civil	PE0002067
	Paul Kennedy	Structural engineer	PE0003868
	Jeremias Aquino Gaerlan	Structural engineer	PE0001233
	Zhuowei Zhang	Structural engineer	PE0005047
	Raghu S. Pendyala	Civil engineer	PE0001829
	Abraao Nasr	Civil engineer	PE0000709
	Denis Botvnev	Civil engineer	PE0002058

Details of domestic building work insurance

The issuer or the provider of the required insurance policy is

Policy Number **N/A**

Date of issue **N/A**

Details of relevant planning permit

Planning Permit No.: **PLN17/0370**

Date of Grant of Planning Permit: **24/01/2020**

It is the owners' responsibility to ensure that all conditions contained within the above and any other relevant planning permit are complied with before and/or after, construction, development or use commences as stipulated by those permits

Description of building work **Proposed mixed-use development**
Nature of Building Work **New Building**

*Storeys contained 4
 *Rise in storeys (for Class 2-9 building only) 4
 *Effective height 9.8m
 *Type of construction A

*Pursuant to Section 10 of the Building Act of the following versions are applicable to the permit.

BCA: 2019A1

Building Regulation: 2018

Stage of building work permitted **Stage 5 - Miscellaneous**

Cost of building work for this stage **\$1,170,000.00**

Total floor area of new work **37023m²**

Building Classification

Part of Building	Permitted Use	BCA Classification	Allowable Floor Load
Ground & First Floor	Carpark	7a	2.5kPa
Ground Floor, Level 1 to 3	Residential (Apartments)	2	1.5 KPa & 2kPa
Ground Floor (R1 to R13)	Retail/Shop	6	5kPa

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	Prepared by
BP1.1 and BP1.2	Structural matter of Avante wall system	Taylor Thomson
FP1.4	Weather proofing of Avante wall system	Taylor Thomson
FP4.3 and FP4.4	Indoor Air Quality for Carparks	PE0005661 Craig Pregnalato
DP1 (a) & DP2	Accessible features to external stairs	BS-L 42390 Adem Buzasi
DP1 (a)	Access to Bin rm	BS-L 42390 Adem Buzasi
DP1 (a)	Access to Townhouses	BS-L 42390 Adem Buzasi
FP5.2	Sound insulation of a wall between Sole-Occupancy Unit balconies and a common carpark	PE0000090 Andrew Mitchell
FP5.2	Sound insulation of two walls between Sole-Occupancy Unit balconies and the bedrooms of adjacent Sole-Occupancy Units	PE0000090 Andrew Mitchell
FP5.2	Sound insulation of a wall which separates Sole-Occupancy Unit from a public corridor to contain a window	PE0000090 Andrew Mitchell
FP5.2 and FP5.3	Sound insulation of a wall which separates a Sole-Occupancy Unit from a part of a different classification to contain a door	PE0000090 Andrew Mitchell
FP1.2, FP1.4	Weatherproofing of rooftop lift doors	BS-U 44153 Paul Mulholland

FP1.4	Weatherproofing of external wall systems	BS-U 44153 Paul Mulholland
FP1.2, FP1.4	Waterproof membrane floor to act as a roof	BS-U 44153 Paul Mulholland
FP1.6, FP1.7	Grades to wet area floors	BS-U 44153 Paul Mulholland
EP1.3	Installation of magnetic flow meter External fire hydrant location Hydrant coverage shortfall. External attack hydrants location	PE0002307 Kieran Doherty
CP1, CP2, CP4	Fire ratings	PE0001630 Matthew Curtain
CP1, CP2	Timber lightweight construction	PE0001630 Matthew Curtain
CP2, CP8, EP2.2	Unprotected openings facing a path of travel to an exit	PE0001630 Matthew Curtain
DP4 & DP2(b)	Exits	PE0001630 Matthew Curtain
DP4, EP2.2	Travel distances.	PE0001630 Matthew Curtain
DP4, EP2.2	Maximum distances between exits.	PE0001630 Matthew Curtain
EP1.4	Sprinkler system	PE0001630 Matthew Curtain
EP1.4, EP2.2	impulse (jet) fans	PE0001630 Matthew Curtain

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.
Council	Point of discharge of storm water	133(2)
FRV	Fire Matters	129

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements

The mandatory inspection stages are as follows. The Relevant Building Surveyor undersigned below must be contacted for the inspection bookings.

- **Protection of Public (precaution works)**
- **Before placing a footing (foundation)**
- **Before pouring insitu concrete member (steel reinforcement)**
- **Fire & Smoke resistance inspection**
- **Completion of Framework**
- **Final**

The Builder must notify the Relevant Building Surveyor without delay after completion of each above mandatory notification stage of that work to arrange for an inspection to be carried out.

Such notifications must only be made by calling (03) 9108 7388.

Note: Inspections cannot be booked by sending emails, leaving voice/text messages or by any others electronic means.

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 relation to which the building work is carried out.

Commencement & Completion:

This building work must commence by: **28 September 2024**

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: **28 April 2025**

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

Endorsed Drawings

Drawings and documents that are to be read in conjunction with this permit have been endorsed as follows:-

ENDORSED BY ABDEC

Permit No.: CBS-U 72176/20221641/5

BPN: 2932244473800

The works shown on the endorsed documents are strictly limited to the works permitted by this permit. Any other documents or works depicted on those documents are only included for information purposes, and are not allowed to be constructed under this permit. All stage and/or variation permits are to be read in conjunction with each other

Any amendments or variations to the endorsed drawings will be endorsed with the same permit number but different date.

Conditions of this Building Permit

This building permit has been issued with conditions pursuant to section 19 of the Building Act 1993

1. Building work authorized by this permit shall not be commenced until all other permits, consents and approvals required before the commencement of the work by or under the planning & environment act 1987 or any other act have been obtained.
2. This permit does not allow the applicant, owner and/or builder to substitute/change any material, product, form of construction or design.
Any such changes/substitution must not be constructed unless approved by way of a Variation Permit by the Relevant Building Surveyor.
Where two or more materials, products, forms of construction or design are shown on the endorsed documents the builder must check with the designer AND the Relevant Building Surveyor as to which one of the materials, products, forms of construction or design is the compliant one and permitted for construction.
3. Refer to Annexure A for a list of further conditions, which apply to this building permit.

Relevant Building Surveyor

Name: **Time Line Three Pty Ltd**
Registration no.: **CBSU72176**
Business name: **Time Line Three Pty Ltd**
Address: **Suite 2, 10 Northumberland St, Sth Melb 3205**
Email: **office@abdec.com.au**
Signature:

BPN: **2932244473800**
Permit Number: **CBS-U 72176/2022/1641/5**
Permit Reference No.: **11510**
Date of Issue of Permit: **28 September 2023**
Project ID/ Name: **BLD20220018_Chapel Rd 220**

Annexures**Annexure A****Permit Conditions****Notes**

- Note 1: Under regulation 318 an owner of a building or land, for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
- Note 2: Under regulation 317 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3: Include building practitioners with continuing involvement in the building work.
- Note 4: Include only building practitioners with no further involvement in the building work.
- Note 5: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000.00) must be covered by an insurance policy as required under section 135 of the Building Act 1993.

ANNEXURE A

PERMIT CONDITIONS

Project Address: **220 Chapel Road Keysborough Vic 3173**

Building Permit No: **2932244473800**

Reference No: **BLD20220018_Chapel Rd 220**

The following conditions form part of this Building Permit Approval, READ THEM CAREFULLY. It is the responsibility of the permit holder/applicant to ensure the building permit conditions listed below are satisfied prior to the completion of works and issue of Occupancy Permit.

5.1 Stage 5 permit

This Stage 5 permit has been issued for - Miscellaneous works. Note: All other works are shown for information and set out purposes only. The permit shall be read in conjunction with any subsequent building permit & existing permits (including all stage & variation permits).

5.2 Private garage egress doors

Egress doors leading from private garage to apartment stairs must be readily openable without the use of a key from the side facing a person seeking egress or be interfaced with the sprinkler system and be configured to open upon detection.

5.3 Semi-Frameless shower screens

Semi-frameless shower / bath screens doors to have a device (i.e., deflectors) that will control the spread of water in accordance with AS3740.

5.4 Termite risk management - Recommendation

This Property is not within a Termite area, however it is recommended that building works be in accordance to AS 3660.1 and a Termite barrier be installed to minimise the risk of termite attack to primary building elements in accordance with AS3660.1.

This is not a requirement of the Building Act and Building Regulation and will not be checked by the Relevant Building Surveyor.

The owner should satisfy himself/ herself at the completion of the project that the termite protection method (if installed) is certified by the installer and a durable notice be permanently fixed to the building (within the meter-box) indicating'

- (a) The method of termite risk management; and
- (b) The date of installation of the system; and
- (c) Where a chemical barrier is used, its life expectancy as listed on the National Registration Authority Label; and
- (d) The installer's or manufacturer's recommendations for the scope and frequency of future inspections for termite activity.

The owner is advised that complete protection from termite attack is generally not achievable. The termite barriers proposed are only installed to minimise the risk of termite attack.

PERMIT CONDITIONS ISSUED UNDER PREVIOUS PERMITS ARE ALSO APPLICABLE TO THIS PERMIT.

Refer to each stage permit as amended / varied for a complete list of conditions which is applicable to this permit. Please READ THEM CAREFULLY. It is the responsibility of the permit holder/applicant to ensure that all building permit conditions are satisfied.



Building Surveyors
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FORM16

Building Act 1993

Building Regulations 2018

Regulation 192

OCCUPANCY PERMIT

This occupancy permit must be displayed in the following approved location:

The approved location for display of this permit for the purpose of Regulation 197 is within the Main Lobby facing Chapel Road.)

Property Details

220 Chapel Road Keysborough 3173

Lot/s: 1, LP/PS: PS504514, Volume: 8273, Folio: 925, Parish: Dandenong, County: , Crown: allotment , Section: No

Municipal District: City of Greater Dandenong

Building permit details

- Building permit number: **2932244473800, 6700662782294, 4374044429170, 1388972239439, and 2096606930765**
- Permit No.: **CBS-U 72176/20221641/1
CBS-U 72176/20221641/2
CBS-U 72176/20221641/3
CBS-U 72176/20221641/4
CBS-U 72176/20221641/5
(Including any variations or amendments to these permits)**

Version of BCA applicable to building permit: **2019A1**

Description of building work

Proposed mixed-use development

Building Details

Storeys contained: 4
Rise in storeys (for Class 2-9 buildings): 4
Effective height: 9.8m
Type of construction: A

Building and Part of building to which permit applies

Part of Building	Permitted Use	BCA Classification	Allowable Floor Loading	Maximum number of people to be accommodated
Ground & First Floor	Carpark	7a	2.5kPa	N/A
Ground Floor, Level 1 to 3	Residential (Apartments)	2	*Refer to Matrix in Appendix A	*Refer to Matrix in Appendix A
Ground Floor (R1 to R13)	Retail/Shop (Shell Only)	6	5kPa	N/A

Builder**Hamilton & Marino Pty Ltd**

70 Trenerry Cres
 Abbotsford Vic 3067
 Sujith De Silva
 0468 922 779

Contact person

Telephone

Details of domestic building work insurance

Warranty insurance has not been provided for this development as the building has a rise in storey of more than three.

Performance solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or place of public entertainment to which this permit applies:

Relevant performance requirement

BP1.1 and BP1.2

FP1.4

FP4.3 and FP4.4

DP1 (a) & DP2

DP1 (a)

DP1 (a)

FP5.2

FP5.2

FP5.2

FP5.2 and FP5.3

FP1.2, FP1.4

FP1.4

FP1.2, FP1.4

FP1.6, FP1.7

EP1.3

CP1, CP2, CP4

CP1, CP2

CP2, CP8, EP2.2

DP4 & DP2(b)

DP4, EP2.2

DP4, EP2.2

EP1.4

EP1.4, EP2.2

F3.1

Details of performance solution

Structural matter of Avante wall system

Weather proofing of Avante wall system

Indoor Air Quality for Carparks

Accessible features to external stairs

Access to Bin room

Access to Townhouses

Sound insulation of a wall between Sole-Occupancy Unit balconies and a common carpark

Sound insulation of two walls between Sole-Occupancy Unit balconies and the bedrooms of adjacent Sole-Occupancy Units

Sound insulation of a wall which separates Sole-Occupancy Unit from a public corridor to contain a window

Sound insulation of a wall which separates a Sole-Occupancy Unit from a part of a different classification to contain a door

Weatherproofing of rooftop lift doors

Weatherproofing of external wall systems

Waterproof membrane floor to act as a roof

Grades to wet area floors

Installation of magnetic flow meter

External fire hydrant location

Hydrant coverage shortfall.

External attack hydrants location

Fire ratings

Timber lightweight construction

Unprotected openings facing a path of travel to an exit

Exits

Travel distances.

Maximum distances between exits.

Sprinkler system

impulse (jet) fans

Ceiling Heights

Reporting authorities

The following bodies are 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	Relevant regulation no.
Council	Point of discharge of storm water	133(2)
FRV	Fire Matters	129 & 187

Conditions to which this permit is subject

Occupation is subject to the following conditions—

1. Refer Appendix A (Apartment Matrix) for a list of apartments that are applicable to this Occupancy Permit. Note: rooms allocated as storage or studies must not be used as bedrooms.
2. Performance solution (FER) - All conditions contained within the performance solution assessment 23031 Rev 10 (FER) prepared by DDEG dated 03/10/2022 must be adhered to.
3. No storage is permitted within each private garage.
4. Vegetation maintenance measures contained within the BAL assessment report prepared by Keystone Alliance Bushfire Assessments dated 22/11/2021 must be adhered to.
5. The owner / occupier to maintain the balcony, terrace & courtyard drainage system so that it effectively drains water away from the balconies and terrace. Maintain the balcony water proofing membrane system and ensure it is inspected by appropriately qualified people every 12 months to ensure the system is working effectively. Ensure that all caulking and flashings including those associated balcony walls and wall openings are inspected every 12 months by an appropriately qualified person employed by the owner and maintained to ensure the system remains watertight.
6. Maintenance of balconies, decks and balustrades - As a safety measure all home owners and commercial property owners with balconies must ensure that the balcony, deck and balustrades are inspected on a regular basis for any warning signs of potential collapse by a suitably qualified building practitioner in accordance with the maintenance of balconies information guideline published by the Building Commission (see attached).
7. Maintenance of property - The owner must maintain and upkeep the property in accordance with Appendix B of AS2870-2011 and CSIRO pamphlet, Building Technology File 18, "Foundation maintenance and footing performance" (see attached).
8. Electricity - The building is not permitted to be occupied unless it is connected to the relevant electricity supply authority.
9. Termite detection recommendation - We recommend the owner arrange for a pest infestation inspector to carrying out frequent monitory inspections (annually or at a frequency not less than that recommended by the pest infestation inspector) to detect and report in writing the extent of termite activity within the area including extermination details of termites found.
10. Retail spaces C1 - C13 have been issued as a Shell only. Fitout of retail spaces will be subject to separate building permit. An amended Occupancy Permit will be required prior to use.

11. 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—

Essential safety measures required to be provided in the building or place of public entertainment	Provision of the Building Regulations 2018 applicable to installation and operation of essential safety measure	The level of performance that each essential safety measure must achieve to fulfil its purpose	The frequency and type of maintenance required for each essential safety measure	The frequency and type of testing and inspections required for each essential safety measure
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ESSENTIAL SAFETY MEASURES - ESM 2019 : Building Fire Integrity

# Building elements required to satisfy prescribed fire resistance levels	Section C, D1.8, D1.12, D2.8, D2.11, G2.4, G3.4, G3.6, H3.2	CP1 to CP4, CP6 to CP8 DP4 to DP6, GP2.1 & GP2.2	Annual and as per AS 1851-2012	
# Materials and assemblies required to satisfy prescribed fire hazard properties	C1.10	CP2 to CP4	Annual inspection for damage, deterioration, or unauthorised alteration	
# Elements required to be non- combustible, provide fire protection, compartmentation or separation	C2.5 to C2.14, C3.3, C3.11, D1.7 - D1.8, E1.3, G3.4, Spec. E2.2b	CP2 to CP4	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	CP2 to CP4 & CP8	Every six months and as per AS 1851-2012	
# Solid core doors and associated self-closing, automatic closing and latching mechanisms	C3.11, D1.4	CP2 to CP4, CP8, DP4	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	CP8	Annual inspection and as per AS 1851-2012	
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	C3.15 & C3.16	CP8	Annual inspection and as per AS 1851-2012	
Smoke doors and associated self-closing, automatic closing and latching mechanisms	Spec C2.5, D2.6	CP2, DP4, DP6	Annual inspection and as per AS 1851-2012	

ESSENTIAL SAFETY MEASURES - ESM 2019 : Means of Egress

# Paths of travel to exits	D1.6	DP6	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, G4.3, G4.6	DP4, GP4.2, GP4.3, GP4.4	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 to	D2.11, D2.13, D2.16, D2.17	Inspection every three months to ensure there are no obstructions and no alterations	
# 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	DP4, DP6	Inspection every three months to ensure doors are intact, operational and fitted with conforming hardware	

ESSENTIAL SAFETY MEASURES - ESM 2019 : Signs

Exit signs (including direction signs) Photoluminescent exit signs	Spec. D1.12, E4.5, E4.6, E4.8, E4.8, and Spec. E4.8	EP4.1, EP4.2	Every 6 months to AS 2293.2-1995 "Check monthly that signs are clean, not obstructed, have sufficient lighting levels to facilitate charging and are clearly visible to persons approaching the exit"	
Signs warning against the use of lifts in the event of fire	E3.3	EP3.3	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	DP4, DP5, DP6	Annual inspection to ensure the warning sign is in place and legible	

ESSENTIAL SAFETY MEASURES - ESM 2019 : Lighting

Emergency lighting	E4.2, E4.4	EP4.1	Every 6 months to AS / NZS 2293.2-1995	
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ESSENTIAL SAFETY MEASURES - ESM 2019 : Fire Fighting Services and Equipment

# Fire hydrant system (including on-site pump set and fire service booster connection)	E1.3	EP1.3	Monthly for on-site pump set and fire service booster connection, and six monthly and as per AS 1851-2012	
Fire hose reel system	E1.4	EP1.1	Six monthly inspection and as per AS 1851-2012	
# Sprinkler system	E1.5, G3.8, H1.2	EP1.4	Monthly and as per AS 1851-2012	
Portable fire extinguishers	E1.6	EP1.2	Six monthly and as per AS 1851-2012	

ESSENTIAL SAFETY MEASURES - ESM 2019 : Air Handling Systems

# Smoke hazard management systems: • air handling systems that do not form part of a smoke hazard management system and which may unduly contribute to the spread of smoke.	E2.2	EP2.2	Monthly and as per AS 1851-2012	
# Carpark mechanical ventilation system (including Jet Fans)	E2.2 and F4.11	EP2.2, FP4.4	Monthly and as per AS 1851-2012	

ESSENTIAL SAFETY MEASURES - ESM 2019 : Automatic Fire Detection and Alarm Systems

Smoke and heat alarm system	Clause 3 of Spec E2.2a	EP2.2	Monthly and as per AS 1851-2012
Smoke and heat detection system	Clause 4 of Spec E2.2a	EP2.2	Monthly and as per AS 1851-2012

ESSENTIAL SAFETY MEASURES - ESM 2019 : Occupant Warning Systems

Building occupant warning system	Clause 8 of specification E1.5, Clause 6 of specification E2.2a	EP2.2	Monthly and as per AS 1851-2012
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ESSENTIAL SAFETY MEASURES - ESM 2019 : Lifts

Passenger lift fire service controls	E3.7	EP3.1 & EP3.2	Periodic inspection as per manufacturer's specification, however no less than annual inspection.
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ESSENTIAL SAFETY MEASURES - ESM 2019 : Other Measures

Air Conditioning Systems	BCA E2.2, AS 1668.2-1991		Quarterly to AS 1851-2012, AS 3666-1995
Glazed assemblies	Clauses B1.4, F1.13, AS2047 & AS1288	BP1.3, FP1.4	Annual inspection to ensure no changes and that replacement glass complies with safety requirements
Balconies	Part B1	DP3	Annual inspection to ensure no changes have occurred which would affect the maximum permissible loads
Balustrades and handrails	Clauses D2.16, D2.17 and D3.3	DP2	Annual inspection to ensure that balustrades are in place and check for damage and deterioration
Bushfire protection measures	Clause G5.2	GP5.1	Annual inspection to ensure that precautionary measures are in place and check for damage and deterioration
# Services - Fire Engineering Report	All essential safety measures marked with a # symbol must also be maintained in accordance with the requirements of the FER. Refer to Fire Engineering Report 23031 Rev 10 dated 03/10/2022 prepared by DDEG.		As required for the service or as recommended on the FER 23031 Rev 10 dated 03/10/2022 prepared by DDEG.

ESSENTIAL SAFETY MEASURES - ESM 2019 : Building Use and Application

Classification and use of the building	Clauses A3.2 to A3.4	NA	Annual inspection to ensure the use of the building has not altered
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Suitability for occupation


At the date this occupancy permit is issued, the building and parts of building to which this permit applies are suitable for occupation.

Notes:

This permit / certificate is not evidence that the building or building work concerned complies with the Building Act 1993 or Building Regulations.

In association with this Occupancy Permit, Conditions 3, 25, 31, and 43 of Planning Permit No: PLN17/0370, issued by Greater Dandenong City Council, are to be completed to the satisfaction of the Responsible Authority (Council)

Relevant building surveyor

Name: **Time Line Three Pty Ltd**
 Registration no.: **CBSU72176**
 Business name: **Time Line Three Pty Ltd**
 Address: **Suite 2, 10 Northumberland St, Sth Melb 3205**
 Email: **office@abdec.com.au**
 Signature: 

Certificate

Certificate Reference No. **6084**

Project ID/ Name: **BLD20220018_Chapel Rd 220**

Date of issue **11 January 2024**

Date of final inspection **08 January 2024**

Appendix A

220 Chapel Road, Keysborough

Allocated No.	Floor Level	New Street Allocation No. by Council					Bed Rooms	Study	Storeroom
		Unit No.	House No.	Road Name	Road Type	Locality			
T1	GROUND	44	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T2	GROUND	45	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T3	GROUND	46	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T4	GROUND	47	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T5	GROUND	48	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T6	GROUND	49	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T7	GROUND	50	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T8	GROUND	51	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T9	GROUND	52	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T10	GROUND	53	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T11	GROUND	54	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T12	GROUND	55	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T13	GROUND	56	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T14	GROUND	57	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T15	GROUND	58	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T16	GROUND	59	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T17	GROUND	60	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T18	GROUND	61	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T19	GROUND	62	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T20	GROUND	63	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T21	GROUND	64	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T22	GROUND	14	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T23	GROUND	15	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T24	GROUND	16	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T25	GROUND	17	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T26	GROUND	43	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T27	GROUND	42	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T28	GROUND	41	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T29	GROUND	40	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T30	GROUND	39	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T31	GROUND	38	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T32	GROUND	37	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T33	GROUND	36	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T34	GROUND	35	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T35	GROUND	34	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T36	GROUND	33	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T37	GROUND	32	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T38	GROUND	31	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T39	GROUND	30	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T40	GROUND	29	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T41	GROUND	28	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T42	GROUND	27	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T43	GROUND	26	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T44	GROUND	25	220	Chapel	ROAD	KEYSBOROUGH	3	-	1
T45	GROUND	24	220	Chapel	ROAD	KEYSBOROUGH	3	-	1
T46	GROUND	23	220	Chapel	ROAD	KEYSBOROUGH	3	-	1
T47	GROUND	22	220	Chapel	ROAD	KEYSBOROUGH	3	-	1
T48	GROUND	21	220	Chapel	ROAD	KEYSBOROUGH	3	-	1
T49	GROUND	20	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T50	GROUND	19	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T51	GROUND	18	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
T52	FIRST, SECOND & THIRD	235	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T53	FIRST, SECOND & THIRD	236	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T54	FIRST, SECOND & THIRD	237	220	Chapel	ROAD	KEYSBOROUGH	5	-	-
T55	FIRST, SECOND & THIRD	238	220	Chapel	ROAD	KEYSBOROUGH	5	-	-
T56	FIRST, SECOND & THIRD	239	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T57	FIRST, SECOND & THIRD	240	220	Chapel	ROAD	KEYSBOROUGH	5	-	-
T58	FIRST, SECOND & THIRD	241	220	Chapel	ROAD	KEYSBOROUGH	5	-	-
T59	FIRST, SECOND & THIRD	242	220	Chapel	ROAD	KEYSBOROUGH	5	-	-
T60	FIRST, SECOND & THIRD	243	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T61	FIRST, SECOND & THIRD	244	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T62	FIRST, SECOND & THIRD	245	220	Chapel	ROAD	KEYSBOROUGH	4	-	-

T63	FIRST, SECOND & THIRD	246	220	Chapel	ROAD	KEYSBOROUGH	5	-	-
T64	FIRST, SECOND & THIRD	247	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T65	FIRST, SECOND & THIRD	248	220	Chapel	ROAD	KEYSBOROUGH	5	-	-
T66	FIRST, SECOND & THIRD	249	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T67	FIRST, SECOND & THIRD	222	220	Chapel	ROAD	KEYSBOROUGH	5	-	-
T68	FIRST, SECOND & THIRD	223	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T69	FIRST, SECOND & THIRD	224	220	Chapel	ROAD	KEYSBOROUGH	5	-	-
T70	FIRST, SECOND & THIRD	225	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T71	FIRST, SECOND & THIRD	226	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T72	FIRST, SECOND & THIRD	227	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T73	FIRST, SECOND & THIRD	228	220	Chapel	ROAD	KEYSBOROUGH	5	-	-
T74	FIRST, SECOND & THIRD	229	220	Chapel	ROAD	KEYSBOROUGH	5	-	-
T75	FIRST, SECOND & THIRD	230	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T76	FIRST, SECOND & THIRD	231	220	Chapel	ROAD	KEYSBOROUGH	5	-	-
T77	FIRST, SECOND & THIRD	232	220	Chapel	ROAD	KEYSBOROUGH	5	-	-
T78	FIRST, SECOND & THIRD	233	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
T79	FIRST, SECOND & THIRD	234	220	Chapel	ROAD	KEYSBOROUGH	5	-	-
C1 (Retail)	GROUND	1	220	Chapel	ROAD	KEYSBOROUGH			
C10 (Retail)	GROUND	10	220	Chapel	ROAD	KEYSBOROUGH			
C11 (Retail)	GROUND	11	220	Chapel	ROAD	KEYSBOROUGH			
C12 (Retail)	GROUND	12	220	Chapel	ROAD	KEYSBOROUGH			
C13 (Retail)	GROUND	13	220	Chapel	ROAD	KEYSBOROUGH			
C2 (Retail)	GROUND	2	220	Chapel	ROAD	KEYSBOROUGH			
C3 (Retail)	GROUND	3	220	Chapel	ROAD	KEYSBOROUGH			
C4 (Retail)	GROUND	4	220	Chapel	ROAD	KEYSBOROUGH			
C5 (Retail)	GROUND	5	220	Chapel	ROAD	KEYSBOROUGH			
C6 (Retail)	GROUND	6	220	Chapel	ROAD	KEYSBOROUGH			
C7 (Retail)	GROUND	7	220	Chapel	ROAD	KEYSBOROUGH			
C8 (Retail)	GROUND	8	220	Chapel	ROAD	KEYSBOROUGH			
C9 (Retail)	GROUND	9	220	Chapel	ROAD	KEYSBOROUGH			
U1	FIRST	101	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
U10	FIRST	110	220	Chapel	ROAD	KEYSBOROUGH	2	-	-
U11	SECOND	201	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
U12	SECOND	202	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
U13	SECOND	203	220	Chapel	ROAD	KEYSBOROUGH	1	-	-
U14	SECOND	204	220	Chapel	ROAD	KEYSBOROUGH	2	-	-
U15	SECOND	205	220	Chapel	ROAD	KEYSBOROUGH	2	-	-
U16	SECOND	206	220	Chapel	ROAD	KEYSBOROUGH	2	-	-
U17	SECOND	207	220	Chapel	ROAD	KEYSBOROUGH	2	-	-
U18	SECOND	208	220	Chapel	ROAD	KEYSBOROUGH	2	-	-
U19	SECOND	209	220	Chapel	ROAD	KEYSBOROUGH	2	-	-
U2	FIRST	102	220	Chapel	ROAD	KEYSBOROUGH	3	1	-
U20	SECOND	210	220	Chapel	ROAD	KEYSBOROUGH	2	-	-
U21	SECOND	211	220	Chapel	ROAD	KEYSBOROUGH	4	-	-
U22	SECOND	212	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
U23	SECOND	213	220	Chapel	ROAD	KEYSBOROUGH	2	-	-
U24	SECOND	214	220	Chapel	ROAD	KEYSBOROUGH	2	-	-
U25	SECOND	221	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
U26	SECOND	220	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
U27	SECOND	219	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
U28	SECOND	218	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
U29	SECOND	217	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
U3	FIRST	103	220	Chapel	ROAD	KEYSBOROUGH	1	-	-
U30	SECOND	216	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
U31	SECOND	215	220	Chapel	ROAD	KEYSBOROUGH	3	-	-
U4	FIRST	104	220	Chapel	ROAD	KEYSBOROUGH	2	-	-
U5	FIRST	105	220	Chapel	ROAD	KEYSBOROUGH	2	-	-
U6	FIRST	106	220	Chapel	ROAD	KEYSBOROUGH	2	-	-
U7	FIRST	107	220	Chapel	ROAD	KEYSBOROUGH	2	-	-
U8	FIRST	108	220	Chapel	ROAD	KEYSBOROUGH	2	-	-
U9	FIRST	109	220	Chapel	ROAD	KEYSBOROUGH	2	-	-

PLANNING PERMIT

Permit No.: PLN17/0370
Planning Scheme: Greater Dandenong
Planning Scheme
Responsible Authority: Greater Dandenong
City Council

ADDRESS OF THE LAND: 220 Chapel Road KEYSBOROUGH VIC 3173
(Lot 1 PS 504514 Vol 8273 Fol 925)

THE PERMIT ALLOWS: In accordance with the endorsed plans:

- Use of the land for accommodation
- Development of the land associated with the accommodation for no more than 110 dwellings and retail/shops with a basement
- Removal of native vegetation

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 1 Before the development starts, two (2) copies of amended plans drawn to scale and dimension, must be submitted to the Responsible Authority for approval. No buildings or works must be commenced until the plans have been approved and endorsed by the Responsible Authority. The endorsed copy of the plans forms part of this permit. The plans must be generally in accordance with the plans by CHT Architects, drawings identified as Project No.16082, drawing Nos TP00 E, TP01 F, TP02D, TP03E, TP04F, TP05 e, TP06 E, TP07 E, TP08 E, TP09 D, TP09A A, TP10 D, TP11 D, TP 12E, TP 13E, TP14 E, TP15 E, TP20 E, TP21 E and TP40 E, all dated 30 October 2019, but modified to show:
 - (a) Floor plans clearly identifying a minimum 50% of all dwellings to comply with Clause 58.05-1 Accessibility objective – Standard D17;
 - (b) Plans identifying compliance with Clause 58.07-4 – Natural Ventilation Standard D27;
 - (c) Full details and use of security fencing or separation of all communal areas such as the central parkway and concourses from being accessed by the general public;
 - (d) The minimum nominated capacity of the solar PV panels (in kilowatts) to be incorporated on the roof as outlined within the SMP;
 - (e) The location of the nominated raingardens or other supporting stormwater management measures;
 - (f) All requirements which arise from conditions 2, 3, 4, 13.To the satisfaction of the Responsible Authority.
- 2 Prior to the endorsement of plans under condition 1, the applicant is to submit a revised sustainability management plan (SMP) to the satisfaction of the responsible authority. The revised SMP must address the following items:

Continued...

PLANNING PERMIT NO. PLN17/0370

Conditions Continued

- (a) Revised BESS assessment that includes dwelling types reflective of the varying townhouse and apartment types as per the design plans (TP09, TP09A, TP10, TP11);
 - (b) Submission of a preliminary energy (NatHERS) rating for the proposed townhouses and apartment buildings. The energy rating must include a sample of dwelling types representative of the overall development that take into account orientation, layout, extent of sharing. A sample of at least 15 dwellings will suffice;
 - (c) A revised stormwater management section that includes further information on the proposed water quality treatment strategy including nominated location of the proposed treatment systems. This should include alternative water quality treatment systems to the current proposal and include the use of a MUSIC model. This condition can be satisfied as part of the site stormwater management plan (see condition below);
- 3 Prior to the occupation of the development, approved under this permit, a report from the author of the Sustainability Management Plan (SMP) approved pursuant to this permit, or similarly qualified person or company, must be submitted to the Responsible Authority. The report must be to the satisfaction of the Responsible Authority and must confirm that all measures specified in the SMP have been implemented in accordance with the approved plan.
- 4 Prior to the endorsement of plans under condition 1, a Stormwater Management Plan must be submitted to the responsible authority for approval.

The plan should demonstrate the provision of adequate stormwater drainage infrastructure within the site to service the proposed development to the satisfaction of both Council and Melbourne Water, including:

- (a) The provision of an adequate stormwater drainage system within the site to service the proposed development;
- (b) The provision of water sensitive urban devices to improve the quality of stormwater falling from the site and water sustainability;
- (c) The provision of internal overland path and evidence demonstrating how it can be diverted to external road networks without impacting the proposed basement;
- (d) The protection of the proposed basement from potential flooding.

The plan must be accompanied by a report from an industry accepted performance measurement tool such MUSIC or equivalent, which details the treatment proposed demonstrates the level of compliance (for water quality) with the Urban Stormwater Best Practice Environmental Management Guidelines, CSIRO 1999.

Continued...

PLANNING PERMIT NO. PLN17/0370

Conditions Continued

- 5 Prior to the endorsement of plans under condition 1, an amended landscape plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The amended landscape plan must be prepared by a person or firm with suitable qualifications to the satisfaction of the Responsible Authority, drawn to scale with dimensions and 3 copies must be provided. The amended landscape plan must be generally in accordance with the landscape concept plans submitted but modified to show:
- (a) Plans to accord with Condition 1 of this permit;
 - (b) The site at a scale of 1:100/200, including site boundaries, existing and proposed buildings, neighbouring buildings, car parking, access and exit points, indicative topography and spot levels at the site corners, existing and proposed vegetation, nature strip trees, easements and landscape setbacks;
 - (c) Legend of all plant types, surfaces, materials and landscape items to be used including the total areas of garden and lawn;
 - (d) A plant schedule giving a description of botanical name, common name, mature height and spread, pot size, purchase height (if a tree) and individual plant quantities;
 - (e) Demonstration that proposed planting within the communal areas will be provided with the required deep soil requirements of Clause 58.03-5 – Landscaping Objectives;
 - (f) Natural ground level and altered ground levels;
 - (g) Proposed surfacing;
 - (h) Details of arbours, gazebos and any other proposed structures in the landscaped area;
 - (i) Irrigation system to all planted areas; and
 - (j) Full details of how the retained trees are to be protected.
- 6 When approved, the amended landscape plan will be endorsed and will form part of this permit.
- 7 The provisions, recommendations and requirements of the endorsed landscape plan must be implemented and complied with to the satisfaction of the Responsible Authority.
- 8 Before the approved buildings are occupied, all landscaping must be completed in accordance with the endorsed landscape plan and at no cost to the Responsible Authority.
- 9 Vegetation removal and disposal must not cause damage to vegetation to be retained.
- 10 All existing vegetation shown on the endorsed plan/s to be retained must:

Continued...

PLANNING PERMIT NO. PLN17/0370

Conditions Continued

- (a) Be suitably marked before any development starts on the land and be adequately protected from damage during the construction process in accordance with the requirements set out in the (list aboriculturalist report details, including title, company/person and date); and
- (b) Retained unless their location or condition is likely to cause damage.

To the satisfaction of the Responsible Authority.

- 11 Before the approved development starts and before any vegetation is removed, a Construction Management Plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The Construction Management Plan must address, but is not limited to:

- (a) Hours of construction, control of noise and airborne matter, deliveries, vehicle access, worker car parking, damage to public assets, and contact numbers for complaints;
- (b) All Traffic Management Plans for the site demolition, excavation, deliveries and other construction related activities that will affect vehicle and pedestrian traffic;
- (c) The location of all areas on-site and off-site to be used for construction staff parking;
- (d) A Parking Management Plan for all associated construction vehicles;
- (e) All site sheds, portable toilet, storage and materials, etc. must be confined to the land;
- (f) The covering and maintenance of all roads/storage areas/external stockpiles/or vacant areas to avoid dust nuisance to any residential and commercial premises;
- (g) A truck wheel-wash must be installed and used so vehicles leaving the site do not deposit mud or other materials on roadways;
- (h) No water containing oil, foam, grease, scum or litter will be discharged to the stormwater drainage system from the land;
- (i) All stored wastes are kept in designated areas or covered containers that prevent escape into the stormwater system;
- (j) The amount of mud, dirt, sand, soil, clay or stones deposited by vehicles on the abutting roads is minimised when vehicles are leaving the land;
- (k) No mud, dirt, sand, soil, clay or stones are washed into, or are allowed to enter the stormwater drainage system; and

Continued...

PLANNING PERMIT NO. PLN17/0370

Conditions Continued

- (l) The detailed description of the measures to be implemented to protect the native vegetation to be retained during construction works, and the person/s responsible for implementation and compliance. These measures must include the erection of a native vegetation protection fence around all native vegetation to be retained on site, to the satisfaction of the responsible authority including the tree protection zones of all native trees to be retained. All tree protection zones must comply with AS 4970-2009 Protection of Trees on Development Sites, to the satisfaction of the responsible authority.

When approved, the Construction Management Plan will be endorsed and will form part of this permit.

The provisions, recommendations and requirements of the endorsed Construction Management Plan must be implemented and complied with to the satisfaction of the Responsible Authority.

12 Before the development starts:

- (a) Provide a functional layout plan detailing the road network with a typical crossing section of the proposed road within the development. Also provide a service offset table detailing all proposed services.
- (b) Three (1) A1 sized sets of Subdivision Design Drawings, plus an electronic copy in DXF or AutoCAD DWG format must be submitted to the Responsible Authority for approval. A set of Subdivision Design Drawings must include but not necessarily be limited to:
 - i Civil works to be in accordance with the City of Greater Dandenong's Subdivision Design Manual.
 - ii Urban & Landscape Design to include:
 - (1) Buildings and trees (including botanical names) on neighbouring properties within three metres of the boundary.
 - (2) A survey (including botanical names) of all existing vegetation to be retained and/or removed.
 - (3) Details of surface finishes of pathways and driveways.
 - (4) A planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity, and quantities of each plant. All species selected must be to the satisfaction of the Responsible Authority.
 - (5) Landscaping and planting within all open areas of the site.
 - (6) Canopy trees (minimum two metres tall when planted) in all open space areas.

Continued...

PLANNING PERMIT NO. PLN17/0370

Conditions Continued

- (7) Details of the in-ground irrigation system (where required).
 - (8) Details & location of any fencing required for public open space areas.
 - (9) Details & location of any structures & treatments such as gateway structures, signage, bollards etc.
 - (10) A 3 year landscape maintenance period will apply at the practical completion of the landscape works.
 - (11) Lighting to be designed in accordance with AS/NZS 1158.
- 13 Prior to the completion of the development, Chapel Road abutting the property boundary will need to be constructed in accordance with the Development Contribution Plan (DCP), to the satisfaction of the Responsible Authority.
- 14 Prior to the commencement of works, a Development Infrastructure Levy and Community Infrastructure Levy (Infrastructure Levy) must be paid to the Responsible Authority in accordance with the provisions of the approved Development Contributions Plan for each unit proposed to be developed for accommodation, residential or like purposes.
- 15 Prior to the commencement of development the owner of the land must provide a minimum of 20% of the site for the purpose of Public Open Space or 20% of the value of the site as a cash contribution. The provision of the Open Space and/or cash contribution must be consistent with the Keysborough South Development Plan – Stages 2 and 3, revised June 2011 and associated documents, to the satisfaction of the Responsible Authority.
- 16 Prior to the endorsement of plans under condition 1, a Waste Management Plan (WMP) to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The WMP must include details of the collection and disposal of waste and recyclables associated with the land to the satisfaction of the Responsible Authority. The WMP must provide for the following:
- (a) The collection of waste associated with the uses on the land, including the provision of bulk waste collection bins or approved alternative, recycling bins, the storage of other refuse and solid wastes in bins or receptacles within suitable screened and accessible areas to the satisfaction of the Responsible Authority;
 - (b) Commercial waste bins being placed or allowed to remain not in view of the public, and receptacles not emitting any adverse odours;
 - (c) Designation of methods of collection including the need to provide for private services or utilisation of council services;
 - (d) Appropriate areas of bin storage on site and areas of waste bin storage on collection days;
 - (e) Details for best practice waste management once operating.

Continued...

PLANNING PERMIT NO. PLN17/0370

Conditions Continued

When approved, the WMP will be endorsed and will form part of this permit. The provisions, requirements and recommendations of the endorsed WMP must be implemented and complied with to the satisfaction of the Responsible Authority.

- 17 Prior to the commencement of development the owner of the land must enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority, to provide for the following:
- (a) The owner of the site must engage the services of a waste contractor to collect and dispose of waste generated on site, including all commercial, domestic and recyclable waste.
 - (b) Except with the written consent of Council, the collection of refuse and recyclable materials must only occur between the hours of:
 - 6am and 6pm – Monday to Saturday (for once a week collections)
 - 7am and 7pm – Monday to Saturday (when collections are occurring more than once a week)
 - 9am and 6pm – Sundays and Public Holidays
 - (c) All owners and occupiers associated with the development forfeit the right to utilise the municipal domestic waste collection service, unless otherwise agreed by the Responsible Authority in writing.
 - (d) The agreement is to be applied to each subsequent lot title created from the parent title.
 - (e) The owner/s of the land to be responsible for the cost of preparing, executing and registering the Agreement on the Certificate of Title to the land (including costs incurred by the Responsible Authority).
- 18 Prior to the commencement of works, either:
- (a) A Certificate of Environmental Audit for the land must be issued in accordance with Section 53Y of the Environment Protection Act 1970; or
 - (b) An Environmental Auditor appointed under Section 53S of the Environment Protection Act 1970 must make a Statement in accordance with Section 53Z of that Act that the environmental conditions of the land are suitable for the intended use and development that is the subject of this permit.
- 19 Where a Statement of Environmental Audit is issued for the land pursuant to Condition 18.2 above, the use and development of the land must comply with all directions and conditions contained within the Statement.

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PLANNING PERMIT NO. PLN17/0370

Conditions Continued

- 20 Where a Statement of Environmental Audit is issued for the land pursuant to Condition 18.2 above, prior to the commencement of works, a letter prepared by an Environmental Auditor appointed under Section 53S of the Environment Protection Act 1970 must be submitted to the Responsible Authority to verify that the directions and conditions contained within the Statement have been satisfied.
- 21 Where a Statement of Environmental Audit is issued for the land pursuant to Condition 18.2 above, and any condition of that Statement requires any maintenance or monitoring of an ongoing nature, the owner must enter into an Agreement with Council pursuant to Section 173 of the Planning and Environment Act 1987. Where a Section 173 Agreement is required, the Agreement must be executed prior to the commencement of works. All expenses involved in drafting, negotiating, lodging, registering, executing and enforcing the Agreement, including those incurred by the Responsible Authority, must be met by the owner.
- 22 The uses identified and the layout of the site and size, design and location of the buildings and works permitted must always be in accordance with the endorsed plans, unless with the written consent of the Responsible Authority.
- 23 Once the development has started, it must be continued and completed in accordance with the endorsed plans, to the satisfaction of the Responsible Authority.
- 24 The development must be constructed in accordance with the recommendations of the Sustainability Report to the satisfaction of the Responsible Authority.
- 25 The accommodation buildings or any stage of the development hereby approved must not be occupied until all buildings and works and the conditions of this permit have been complied with, unless with the written consent of the Responsible Authority.
- 26 Access to the site and any associated roadwork must be constructed, all to the satisfaction of the Responsible Authority. Vehicle Crossing permit is required for alteration/removal/reinstatement of existing vehicle crossings and construction of new vehicle crossings. Works are to be in accordance with Council Standards.
- 27 Any works undertaken within the road reservation and easements will require the developer to obtain a Civil Works Permit from Council.
- 28 All piping and ducting above the ground floor storey of the building, except for downpipes and spouting, shall be concealed to the satisfaction of the Responsible Authority.
- 29 Except with the prior written consent of the Responsible Authority, service units, including air conditioning/heating units, must not be located on any of the balcony areas unless visually and acoustically screened to the satisfaction of the Responsible Authority.
- 30 Except with the prior written consent of the Responsible Authority, floor levels shown on the endorsed plan/s must not be altered or modified.
- 31 Before the approved development is occupied, the area(s) set-aside for the parking of vehicles, together with the associated driveways and access lanes as shown on the endorsed plans must be:

Continued...

PLANNING PERMIT NO. PLN17/0370

Conditions Continued

- (a) constructed and available for use in accordance with the plan approved by the responsible authority;
- (b) formed to such levels and drained so that they can be used in accordance with the plan; and
- (c) line-marked or provided with some other adequate means of showing the car parking spaces.

All to the satisfaction of the Responsible Authority.

- 32 The car parking provided on the land must always be kept available for its intended purpose at all times. No measures must be taken to restrict access to the car park.
- 33 The car parking area must be lit if in use during the hours of darkness and all lights must be designed and fitted with suitable baffles. The lighting must be positioned to prevent any adverse effect on adjoining land and must not be considered excessive for the area, all to the satisfaction of the Responsible Authority.
- 34 The loading and unloading of goods from vehicles must only be carried out on the land within the designated loading bay(s) and must not disrupt the circulation and parking of vehicles on the land.
- 35 The site operator must endeavour to prevent site bound commercial vehicles queuing on arrival along the public access road. Accordingly, access driveways/roadways/aisles providing access to loading areas on-site must not be gated during operating hours or feature control points (i.e. boom gates, guardhouse or similar) without suitable queuing space on site, all to the satisfaction of the Responsible Authority.
- 36 Prior to the commencement of any works, detailed engineering plans and specifications for all shared paths to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the engineering plans will be endorsed and will form part of this permit.
- 37 Before the approved buildings are occupied, all engineering works must be constructed in accordance with the endorsed engineering plans
- 38 Provision must be made for the drainage for proposed development including landscaped and paved areas, all to the satisfaction of the Responsible Authority.
- 39 The connection of the internal drainage infrastructure to the Legal Point of Discharge must be to the satisfaction of the Responsible Authority.
- 40 Collected stormwater must be retained onsite and discharged into the drainage system at pre development peak discharge rates as stated in the Legal Point of Discharge approval letter.
- 41 Prior to the development commencing a drainage plan including any retention system within the property boundary is required must be submitted to and approved by the Responsible Authority.

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PLANNING PERMIT NO. PLN17/0370

Conditions Continued

- 42 Drainage of the site must be provided in accordance with the Melbourne Water Drainage Scheme.
- 43 Before the approved building is occupied, the development must be provided with external lighting capable of illuminating access to each garage, car parking space and pedestrian walkway. Lighting must be located, directed and shielded to the satisfaction of the Responsible Authority so as to prevent any adverse effect outside the land.
- 44 Except with the prior written consent of the Responsible Authority, floor levels shown on the endorsed plan/s must not be altered or modified.
- 45 No buildings or works may be constructed over any easement or other restriction on the land or any sewers, drains, pipes, wires or cables under the control of a public authority without the prior written consent of the relevant authority and the Responsible Authority.
- 46 Access to the site and any associated roadwork must be constructed, all to the satisfaction of the Responsible Authority.
- 47 Except with the prior written consent of the Responsible Authority and under the supervision of a consulting qualified Arborist, the following must not occur within the Tree Protection Zone:
- (a) vehicular or pedestrian access;
 - (b) trenching or soil excavation; and
 - (c) storage or dumping of tools, equipment or waste, including stockpiled soil and building debris;
- All to the satisfaction of the Responsible Authority.
- 48 Before the approved development starts, all existing trees shown on the endorsed plans to be retained on the land must, to the satisfaction of the Responsible Authority, be suitably marked in a "Tree Protection Zone" with the Tree Protection Zones as required under Australian Standard AS4970-2009 Protection of Trees on Building Sites.

Use (Retail/Shop)

- 49 A filter system must be installed and maintained to eliminate and control odours, fumes and smoke to the satisfaction of the Responsible Authority.
- 50 Noise emitted from the premises must not exceed the permissible noise levels determined in accordance with State Environment Protection Policy N-2 Control of Music Noise from Public Premises.
- 51 The amenity of the area must not be detrimentally affected by the use of land, including through the:
- (a) transportation of materials, goods or commodities to or from the land;

Continued...

PLANNING PERMIT NO. PLN17/0370

Conditions Continued

- (b) appearance of any building, works or materials;
- (c) emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil;
- (d) presence of vermin;
- (e) adverse behaviour of patrons to or from the land; or
- (f) in any other way.

DELWP Conditions

- 52 Before works start, the permit holder must advise all persons undertaking the vegetation removal or works on site of all relevant permit conditions and associated statutory requirements or approvals.
- 53 The total area of native vegetation proposed to be removed totals 1.193 hectares, comprised of:
 - (a) 5 patches of native vegetation with a total area of 0.557 hectares [containing 19 canopy trees];
 - (b) 2 scattered trees to be removed during construction;
 - (c) 7 scattered trees to be removed due to consequential loss.
- 54 To offset the permitted clearing in accordance with the Permitted Clearing of Native Vegetation - Biodiversity Assessment Guidelines (DEPI 2013), the permit holder must secure general offset of 0.041 general habitat units:
 - (a) located within the Port Phillip and Westernport Catchment Management boundary or City of Greater Dandenong municipal area;
 - (b) with a minimum strategic biodiversity score of at least 0.087.
- 55 Before any native vegetation is removed evidence that the required offset by this permit has been secured must be provided to the satisfaction of the Responsible Authority. This evidence must be one or both of the following:
 - (a) an established first party offset site including a security agreement signed by both parties, and a management plan detailing the 10-year management actions and ongoing management of the site, and/or
 - (b) credit extract(s) allocated to the permit from the Native Vegetation Credit Register.
- 56 A copy of the offset evidence will be endorsed by the responsible authority and form part of this permit. Within 30 days of endorsement of the offset evidence, a copy of the endorsed offset evidence must be provided to Planning Approvals at the Department of Environment, Land, Water and Planning Port Phillip regional office.

Continued...

PLANNING PERMIT NO. PLN17/0370

Conditions Continued

- 57 Where the offset includes a first party offset(s), the permit holder must provide an annual offset site report to the responsible authority by the anniversary date of the execution of the offset security agreement, for a period of 10 consecutive years. After the tenth year, the landowner must provide a report at the reasonable request of a statutory authority.
- 58 Within 6 months of the conclusion of the permitted clearing of native vegetation under this permit, the offset requirements can be reconciled with the written agreement of the responsible authority and the Department of Environment, Land, Water and Planning.
- 59 A suitably qualified wildlife handler or zoologist is to be present when felling trees/removing native vegetation, to ensure affected wildlife is not harmed. If displaced wildlife that cannot be relocated on site to an appropriate location away from the construction footprint, or injured wildlife is captured, please contact DELWP on 136 186 for further advice.

Department of Transport Conditions

- 60 Before the development starts, or such other time agreed to in writing by the Head, Transport for Victoria, amended plans to the satisfaction of the Head, Transport for Victoria must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application (dated 13 September 2017, Drawing No. TP04 Revision B, prepared by CHT Architects) but modified to show:
- (a) The provision of a bus stop hard stand along the Chapel Road frontage of the site at the location indicated on the attached indicative bus stop plan. The bus stop hard stand must be in accordance with VicTrack Drawing No. STO_80062, STD_80063 and STO_80064.
- 61 Prior to the occupation of the development, the bus stop hard stand shown on the endorsed plans must be completed and maintained to the satisfaction of the Head, Transport for Victoria.
- 62 Within 2 months of the construction of the bus stop hard stand, a safety audit of the bus stop hard stand must be prepared by a suitably qualified auditor at no cost to and to the satisfaction of the Head, Transport for Victoria. The audit must:
- (a) state whether the bus stop hard stand complies with the Disability Discrimination Act 1992 (Cth);
 - (b) outline any modifications required to the bus stop hard stand to ensure it complies with the Disability Discrimination Act 1992 (Cth); and
 - (c) provide GP8 co-ordinates of the bus stop hard stand.
- The findings and recommendations of the audit must be complied with to the satisfaction of the Head, Transport for Victoria.
- 63 This permit will expire if:

Continued...

PLANNING PERMIT NO. PLN17/0370

Conditions Continued

- (a) The development does not start within two (2) years of the date of this permit, or
- (b) The development or any stage of it is not completed within four (4) years of the date of this permit.
- (c) The use does not start within one (1) year of the completion of the development, or
- (d) Use is discontinued for a period of two (2) years.

Before the permit expires or within six (6) months afterwards the owner or occupier of the land may in writing request the Responsible Authority to extend the expiry date.

Note

This Permit has been issued at the direction of the Victorian Civil and Administrative Tribunal - Order dated 13 December 2019.

End of Permit Conditions

Please check with the responsible authority that this permit is the current permit and can be acted upon.

Date issued: 24 January 2020

Signature for the responsible authority:  _____

Conditions Continued

Notes

- The permit holder and/or owner must ensure that the buildings are in conformity with relevant Building Regulations. This includes, but is not limited to, the fire rating of any structure or windows on or near proposed boundaries of the lots.

Date Approved	Summary of changes
12 May 2023	<p>An extension of time is granted for two (2) years. The permit will now expire if:</p> <ul style="list-style-type: none">• The plan of subdivision is not certified by 23 April 2025; or• The statement of compliance is not lodged at the titles office within five (5) years of the date of certification of the relevant staged plan of subdivision. <p>Before the permit expires, or within six (6) months afterwards, the owner or occupier of the land may in writing request the Responsible Authority to extend the expiry date for the certification of the Plan of Subdivision.</p>

End of Permit Conditions

Under Division 1A of Part 4 of the ***Planning and Environment Act 1987*** a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.



Signature for the responsible authority: _____

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit.

(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the **Planning and Environment Act 1987**.)

WHEN DOES A PERMIT BEGIN?

A permit operates:-

- from the date specified in the permit; or
- if no date is specified, from -
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if -
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
2. A permit for the use of land expires if -
 - the use does not start within the time specified in the permit, or if no time is specified, within two years of the issue of the permit; or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if -
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development; or
 - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision -
 - the use or development of any stage is to be taken to have started when the plan is certified; and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in such case, no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the responsible authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit at the direction of the Victorian Civil and Administrative Tribunal.
(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the **Planning and Environment Act 1987**.)

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The responsible authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987**.

WHEN DOES A PERMIT BEGIN?

A permit operates:-

- from the date specified in the permit; or
- if no date is specified, from -
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if -
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
2. A permit for the use of land expires if -
 - the use does not start within the time specified in the permit, or if no time is specified, within two years of the issue of the permit; or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if -
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development; or
 - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision -
 - the use or development of any stage is to be taken to have started when the plan is certified; and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in such case, no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the responsible authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

PLANNING PERMIT

Permit No.: PLN20/0194
Planning Scheme: Greater Dandenong
Planning Scheme
Responsible Authority: Greater Dandenong
City Council

ADDRESS OF THE LAND: 220 Chapel Road KEYSBOROUGH VIC 3173
(Lot 1 PS 504514 Vol 8273 Fol 925)

THE PERMIT ALLOWS: Buildings and Works (Retaining Wall)

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the development starts, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The amended plans must be drawn to scale with dimensions. The amended plans must be generally in accordance with the plans submitted and assessed with the application but modified to show:
 - a. A notation on the site and elevation plans detailing the proposed fence to be constructed is not subject to assessment under the subject permit and is exempt from a planning permit under Clause 62.02-2 of the Greater Dandenong Planning Scheme.
 - b. The requirements of Condition 5.

When approved, these plans will be endorsed and will form part of this permit.
2. Except with the prior written consent of the Responsible Authority, the layout of the land and the size, design and location of the buildings and works permitted must always accord with the endorsed plan and must not be altered or modified.
3. Once the approved development has started, it must be continued and completed in accordance with the endorsed plan/s, to the satisfaction of the Responsible Authority.
4. Provision must be made for the drainage of the land including landscaped and pavement areas, and must direct surface water away from all retained and protected trees to the satisfaction of the Responsible Authority.
5. Prior to the endorsement of plans under Condition 1, a Tree Management and Protection Plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The Tree Management and Protection Plan must:
 - a. Detail the location of all existing trees on the subject lot, and any neighbouring lot located in close proximity to the retaining wall along the north, south and west boundaries;
 - b. Identify all trees to be retained and to be removed under planning permit PLN17/0370;
 - c. Detail the Tree Protection Zones in accordance with AS4970-2009 Protection of Trees on Development Sites, for all trees to be retained under planning permit PLN17/0370 and any trees in close proximity to the retaining wall on any neighbouring lots;

Continued...

PLANNING PERMIT NO. PLN20/0194

Conditions Continued

- d. Detail how the trees will be protected during construction (if applicable). This must include details of the encroachments that will occur through any excavations or construction within the Tree Protection Zones of the trees for the retaining walls. In addition, any excavation or construction must be undertaken in a root sensitive manner. This must include hydro excavation, air spade or hand digging and that the works must be supervised by a suitably qualified arborist (Level 5 Arborist).

All to the satisfaction of the Responsible Authority.

6. On completion of the works, A suitably qualified Arborist must complete a final inspection on the welfare of the trees and their protection mechanisms and submit evidence of their health and protection measures to the Responsible Authority.
7. This permit will expire if one of the following circumstances applies:
- a. The development or any stage of it does not start within two (2) years of the date of this permit, or
- b. The development or any stage of it is not completed within four (4) years of the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or within six (6) months afterwards.

Notes

- A building approval may be required prior to the commencement of the approved works.
- Any works undertaken within the road reservation and easements will require the developer to obtain a civil works permit from Council

End of Permit Conditions

Under Division 1A of Part 4 of the **Planning and Environment Act 1987** a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

Date issued: 29 June 2020

Signature for the responsible authority: _____



IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit.

(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the **Planning and Environment Act 1987**.)

WHEN DOES A PERMIT BEGIN?

A permit operates:-

- from the date specified in the permit; or
- if no date is specified, from -
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if -
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
2. A permit for the use of land expires if -
 - the use does not start within the time specified in the permit, or if no time is specified, within two years of the issue of the permit; or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if -
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development; or
 - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision -
 - the use or development of any stage is to be taken to have started when the plan is certified; and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in such case, no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the responsible authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

AMENDED PLANNING PERMIT

Planning Permit No: PLN21/0091

Greater Dandenong City Council (Responsible
Authority)

Greater Dandenong Planning Scheme

ADDRESS OF THE LAND: 220 Chapel Road KEYSBOROUGH VIC 3173
(Lot 1 PS 504514 Vol 8273 Fol 925)

THE PERMIT ALLOWS: Subdivision of the land into 123 lots

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

This permit has been amended as follows:

Date of issue of amendment	Amendment Reference No.	Brief description of amendment
29 July 2021	PLA21/0060	Deletion of Condition 1.1 pursuant to Section 72 of the <i>Act</i>
19 January 2024	PLA24/0002	Deletion of Condition 3 and additional permit note pursuant to Section 72 of the <i>Act</i>

1. Before the endorsement of plans and the certification of the Plan of Subdivision, one (1) copy of an amended plan drawn to scale and dimensioned must be submitted to the Responsible Authority for approval. When approved the plan will be endorsed, and then form part of this permit.

The plan must be drawn to scale and must be in accordance with the plan submitted with the application but modified to show:

- 1.1. Deleted.
- 1.2. Zinfra/United Energy requirements in accordance with Condition 9.2.
- 1.3. All reference to Reserve No. 1 vested in Council to be deleted and incorporated into an owners corporation.
- 1.4. A Notice of Restriction prohibiting the removal of any retained vegetation as shown on Planning Permit No. PLN17/0370 without the prior written consent of the Responsible Authority.

All to the satisfaction of the Responsible Authority.

2. The subdivision as shown on the endorsed plans must not be altered, unless with the written consent of the Responsible Authority.
3. Deleted.

Continued...

Conditions Continued

4. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity and gas services to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.
5. Provision must be made for the drainage of each lot shown on the approved Plan of Subdivision in accordance with plans and specifications to be submitted to and approved by the Responsible Authority, prior to occupation of the site, all to the satisfaction of the Responsible Authority.
6. Prior to the Statement of Compliance of the Plan of Subdivision the owner of the land must provide a minimum of 20% of the site for the purpose of Public Open Space or 20% of the value of the site as a cash contribution. The provision of the Open Space and/or cash contribution must be consistent with the Keysborough South Development Plan – Stages 2 and 3, revised June 2011 and associated documents, to the satisfaction of the Responsible Authority.
7. Prior to the Statement of Compliance of the Plan of Subdivision, the owner of the land must either:
 - 7.1. Complete the development of the land in the subdivision in accordance with Planning Permit No. PLN17/0370 issued on 3 February 2021 or any amended or subsequent permit; or
 - 7.2. Complete all drainage retention systems, access provisions to each lot and enter into an agreement under Section 173 of the *Planning & Environment Act 1987* with the Responsible Authority to provide for:
 - 7.2.1. The development of all the land in the subdivision to be in accordance with Planning Permit No. PLN17/0370 issued on 24 January 2020 or any amended or subsequent permit;
 - 7.2.2. The owner to cover all costs relating to the preparation and registration of the Agreement (including costs incurred by the Responsible Authority);

All to the satisfaction of the Responsible Authority.

Civil Development

8. Prior to the Statement of Compliance being issued the following must be satisfied:
 - 8.1. All works for the development must be completed to the satisfaction of responsible authority.
 - 8.2. The proposed drainage works for the development must be completed in accordance with the approved plans.
 - 8.3. Any works undertaken within the road reservation and easements will require the developer to obtain a Civil Works Permit from Council.
 - 8.4. Asset Protection Permit to be finalised.

Continued...

Conditions Continued

Telecommunications

9. The owner of the land must enter into an agreement with:
 - 9.1. A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
 - 9.2. A suitably qualified person for the provision of fibre-ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.
10. Before the issue of a Statement of Compliance for any stage of the subdivision under the *Subdivision Act 1988*, the owner of the land must provide written confirmation from:
 - 10.1. A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
 - 10.2. A suitably qualified person that fibre-ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Zinfra/United Energy

11. Prior to the certification of the Plan of Subdivision, the plan of subdivision submitted for certification must be referred to United Energy Distribution Pty Ltd in accordance with Section 8 of the *Subdivision Act 1988*.

The applicant must:

- 11.1. Enter into an agreement with United Energy Distribution Pty Ltd for the extension, upgrading or rearrangement of the electricity supply to lots on the plan of subdivision. A payment to cover the cost of such work will be required.
- 11.2. Provide electricity easements internal and external to the subdivision in favour of United Energy Distribution Pty Ltd to service the lots on the plan of subdivision and/or abutting lands as required by United Energy Distribution Pty Ltd. The provision of reserves for electricity substations may also be required.

South East Water

12. Prior to the Statement of Compliance of the Plan of Subdivision, the owner of the land must:
 - 12.1. Enter into an agreement with South East Water for the provision of drinking water supply and fulfil all requirements to its satisfaction.

Continued...

Conditions Continued

- 12.2. Enter into an agreement with South East Water for the provision of recycled water supply and fulfil all requirements to its satisfaction.
- 12.3. Enter into an agreement with South East Water for the provision of sewerage and fulfil all requirements to its satisfaction.

Melbourne Water

13. Prior to a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.
14. Unless otherwise agreed in writing by the relevant drainage authority, the development must retard stormwater back to pre-development levels before entering the downstream drainage system and/or retard stormwater back to the sufficient capacity of the downstream drainage system, whichever is appropriate.
15. Pollution and sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or waterways.
16. Prior to the issue of Melbourne Water's Consent to Statement of Compliance:
 - 16.1. Engineering plans (Road and Drainage) of the development (in electronic format) must be submitted to Melbourne Water for our records. These plans must show road and drainage details for minor flows and any overland flow paths for the 1% AEP storm event.
 - 16.2. Evidence that the development has a free draining and approved drainage outfall and that the capacity of the downstream system has sufficient capacity and/or stormwater will be retarded back to the sufficient capacity of the downstream drainage system (whichever is appropriate), must be submitted and accepted by Melbourne Water.

Permit Expiry

17. This permit will expire if any of the following circumstances applies:-
 - 17.1. The plan of subdivision is not certified within two (2) years of the issue date of this permit; or
 - 17.2. The statement of compliance is not lodged at the titles office within five (5) years of the date of certification of the relevant staged plan of subdivision.

Before the permit expires, or within six (6) months afterwards, the owner or occupier of the land may in writing request the Responsible Authority to extend the expiry date for the certification of the Plan of Subdivision.

Continued...

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporations Act 2006 and

r.16 Owners Corporations Regulations 2018

Owners Corporation No. 1 Plan No. PS843057S

Address: 220 Chapel Road, Keysborough VIC 3173

This certificate is issued for Lot: 9

On Plan of Subdivision No 843057S

Postal address is PO Box 162, South Melbourne, VIC 3205

Applicant for the certificate is: Maddox Lawyers

Address for delivery of certificate: Jasmine.Zhou@maddocks.com.au

Date that the application was received: 19 February 2024

IMPORTANT: The information in this certificate is issued and valid on: 19 February 2024

You can inspect the Owners Corporation register for additional information and you should obtain a new certificate for current information prior to settlement.



1.	The current Annual fees for the lot are \$ 4,296.73 incl GST, Due annually for the first year on the first of February 2024 and quarterly thereafter, on the first of January, April, July and October from 1 January 2025.
2.	The date to which the fees for the lot have been paid up to is: Administration Fund: 31 January 2024. Maintenance Fund: 31 January 2024.
3.	The total of any unpaid fees or charges for the lot are: Administration Fund Levies of \$ 3,784.00 including GST for 01.02.2024 – 31.12.2024 due 01.02.2024, and Maintenance Fund Levies of \$ 512.73 including GST for 01.02.2024 – 31.12.2024 due 01.02.2024
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are: \$ 1,200.09 Owners Corporation 1 has resolved that the value of the insurance premium paid by the Initial Owner would be refunded to the Initial Owner at settlement of each lot, on a lot liability basis via separate adjustment. Total premium amount to be reimbursed: \$ 139,545.47 including GST on a lot liability proportional basis from each lot upon settlement of Owners Corporation 1 Lots.
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above annual fees, maintenance fund and special fees are: Nil.
6.	The Owners Corporation has the following insurance cover: (a) the name of the company – Chubb Strata Insurance (b) the number of the policy – 02GS037873 (c) the kind of policy – Residential Strata Insurance (d) the buildings covered - All (e) the building amount is \$80,000,000

	<p>(f) the public liability amount is \$20,000,000</p> <p>(g) the voluntary workers is \$200,000</p> <p>(h) the office bearer liability is \$1,000,000</p> <p>(i) the renewal date is 12.01.2025</p>
7.	<p>Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:</p> <p>No.</p>
8.	<p>The total funds held by the Owners Corporation:</p> <p>The total funds should report the best available financial position of the Owners Corporation.</p> <p>General Account: \$Nil</p>
9.	<p>Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:</p> <p>None to our knowledge.</p>
10.	<p>Are there any current contracts, leases, licences, or agreements affecting the common property? If so, then provide details:</p> <ul style="list-style-type: none"> • Contract of Appointment – Owners Corporation 1 & 2 Plan No 843057S & Highrise Strata Vic. Pty Ltd t/a Highrise Strata Management. • Building Management and Cleaning Agreement - Owners Corporation 1 & 2 Plan No. 843057S & Stradcorp Management Pty Ltd. • Private Waste Collection Agreement - Owners Corporation 1 Plan No. 843057S & Premier Waste. • Fire Alarm Monitoring – Owners Corporation 1 Plan No. 843057S & Johnson Controls Australia. • Common Property Electricity Supply - Owners Corporation 1 Plan No. 843057S & Winconnect Pty Ltd. • Embedded Network Manager Services - Owners Corporation 1 Plan No. 843057S & Origin Energy Retail Limited • Master Agreement Terms for Centralised Energy Equipment - Owners Corporation 1 Plan No. 843057S & Winconnect Pty Ltd. • Agreement for Supply of EV Charging in Embedded Electrical Network - Owners Corporation 1 Plan No. 843057S & Winconnect Pty Ltd. • Agreement for Supply of Metering Equipment for Embedded Network - Owners Corporation 1 Plan No. 843057S & Winconnect Pty Ltd. • Agreement for Supply of Serviced Hot Water & Natural Gas - Owners Corporation 1 Plan No. 843057S & Winconnect Pty Ltd. • Embedded Generator Agreement – Owners Corporation 1 Plan No. 843057S & United Energy Distribution Pty Ltd • Substation Lease – Owners Corporation 1 Plan No. 843057S & United Energy Distribution Pty Ltd • Common Property Licence Agreement – Grease Traps, Air Conditioning and Signage • Common Property Licence Agreement – Grease Traps, Air Conditioning and Signage • Common Property Licence Agreement – Seating
11.	<p>Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details:</p> <p>No.</p>

12.	<p>Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? If so, then provide details:</p> <p>There are no notices or orders as at date of certificate.</p>
13.	<p>Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation are aware that are likely to give rise to proceedings? If so, then provide details:</p> <p>The manager is not aware of any legal proceedings as at date of certificate except to recover the debts of members should significant arrears arise.</p>
14.	<p>Has the Owners Corporation appointed or resolved to appoint a manager? If so, then provide details:</p> <p>Highrise Strata Vic. Pty Ltd Po Box 162 South Melbourne, VIC 3205 ABN: 82 649 654 688</p>
15.	<p>Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?</p> <p>No administrator is appointed.</p>
16.	<p>The minutes of the most recent General Meeting of the Owners Corporation are attached.</p>
17.	<p>The rules of Owners Corporation are the Model rules and/or Special Rules, which are attached.</p>
18.	<p>Additional Comments (if any)</p> <p>Refer item 4 in Owners Corporation 1 Certificate for insurance reimbursement to original owner.</p>
19.	<p>ATTACHMENTS</p> <ul style="list-style-type: none"> • Minutes of the First Annual General Meeting held on: Wednesday 24 January 2024 • Owners Corporation Rules & Model Rules • License / Lease agreements and Deeds • Statement of Advice and Information for Prospective Purchasers and Lot Owners
20.	<p>ELECTRONIC PAYMENT DETAILS FOR OWNERS CORPORATION FEES AND CHARGES:</p> <p>Biller Code : 96503</p> <p>DEFT : 248010100 120562</p>
21.	<p>NOTE:</p> <p>More information can be obtained by an inspection of the Owners Corporation register. Further information on prescribed matters can also be obtained by inspection of the Owners Corporation register. Please make your request to inspect the Owners Corporation register in writing to:</p> <p>Highrise Strata Management PO Box 162 South Melbourne VIC 3205</p>

22.	<p data-bbox="336 208 1378 275">The Signature of the registered manager in accordance with section 18A (1) of the Owners Corporations Act 2006.</p>  <p data-bbox="336 548 1046 741">Registered Manager Highrise Strata Vic. Pty Ltd t/a Highrise Strata Management Level 14, 333 Collins Street, Melbourne VIC 3000 ☎ 1300 HIGHRISE (1300 44 44 74) as agent of the Owners Corporation.</p>
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**MINUTES OF INAUGURAL ANNUAL GENERAL MEETING
OWNERS CORPORATION NO. 1 & 2
PLAN OF SUBDIVISION NO. PS 843057S
220 CHAPEL ROAD, KEYSBOROUGH VIC 3173
CHAPEL PARK**



TIME: 12:30PM
DATE: 24 JANUARY 2024
LOCATION: 220 CHAPEL ROAD, KEYSBOROUGH VIC 3173

1. MEMBERS IN ATTENDANCE

Mr Jinfeng (Lincoln) Fei representing 220 Chapel Rd Keysborough Pty Ltd, as the trustee of 220 CHAPEL RD TRUST, ABN: 51 773 730 166

Note: 220 Chapel rd Keysborough Pty Ltd, as the trustee of 220 CHAPEL RD TRUST, ABN: 51 773 730 166 is the Owner of ALL Lots on the plan.

2. NON-MEMBERS IN ATTENDANCE

Mr John Botha representing Highrise Strata Management
Ms Isabella Hargest-Slade representing Highrise Strata Management

3. APPOINTMENT OF CHAIRPERSON

Members resolved that Mr John Botha of Highrise Strata Management be appointed as Chairperson for the meeting.

4. NOMINATION OF MINUTE TAKER

Members resolved that Ms Isabella Hargest-Slade of Highrise Strata Management be appointed to take the Minutes of the meeting.

5. APOLOGIES

Nil.

6. PROXIES

Nil.

7. ENTITLEMENT TO VOTE

It was noted that all Members present were financial and entitled to vote at the time of the meeting.

8. QUORUM

It was noted a quorum was established for the meeting.

9. COMMON SEAL

In accordance with Section 18A of the Owners Corporations Act 2006 (The Act), Members resolved that the Common Seal of Owners Corporations 1 & 2 of PS843057S is not required.

10. APPOINTMENT OF OWNERS CORPORATION MANAGER

- (i) In accordance with Section 119 of The Act it was resolved to appoint Highrise Strata Vic. Pty Ltd trading as Highrise Strata Management as Manager of Owners Corporations 1 and 2 of PS843057S for a term of three (3) years commencing 1 February 2024 and execute the tabled Contract of Appointment, witnessed by two Lot Owners.

The Manager warrants that in accordance with:

- Section 119 ((1D) (2)) of The Act, that it is a Registered Manager;
- Section 119 ((1D) (5)) of The Act, that it holds Professional Indemnity Insurance sufficient to meet claims up to a level of the prescribed amount in any one year.
- Section 122 ((1) (a,b,c)) of The Act, that it will act honestly and in good faith and exercise due care and diligence in the performance of the Manager's functions; and will not make improper use of its position to gain, directly or indirectly, an advantage personally or for any other person.
- Section 122 ((2) (a,b)) of The Act, that it holds all money on behalf of an Owners Corporation on trust for the Owners Corporation and that it will account separately for the money held for each Owners Corporation.

- (ii) In accordance with Section 82 of the Act, Owners Corporations 1 & 2 of PS843057S resolve that the appointment of manager may be determined by ordinary resolution of the Owners Corporation at a General Meeting only until such time as a resolution pursuant to Section 82 is made at a future General Meeting of the Owners Corporation resolving otherwise.

11. DOCUMENTATION TO BE PROVIDED AT FIRST MEETING

In accordance with Section 67 of The Act, the Initial Owner warrants and undertakes that all documentation under the following points has been provided to the Manager:

- The Owners Corporation Register;
- any accounts or records made on behalf of the Owners Corporation;
- books to enable the Owners Corporation to keep the necessary minutes, accounts and other records;
- the Maintenance Plan;
- a copy of the plan of subdivision and all related building plans, planning documents and other similar documents;
- a copy of The Act and The Regulations and the Subdivision Act 1988 and the regulations under that Act;
- any contracts, leases and licenses binding on or benefiting the Owners Corporations;
- any insurance policies in force in relation to the property, including any insurance policy taken out under section 9AAA of the Sale of Land Act 1962;
- the names of companies, tradespeople or suppliers who provided a warranty or other guarantee on any matter for which each Owners Corporation is responsible and copies of those warranties and guarantees;
- the building maintenance manual;
- an asset register;
- copies of any warranties and/or warranty details as applicable;
- copies of any specifications, reports, certificates, permits, notice or orders in relation to the plan of subdivision

12. OBLIGATIONS OF INITIAL OWNER

In accordance with Section 68 (1-5) of The Act, 220 Chapel Rd Keysborough Pty Ltd, as the trustee of 220 CHAPEL RD TRUST (ABN: 51 773 730 166), warranted and undertook that the Initial Owner would act in good faith and with due care and diligence in the interests of the Owners Corporation in exercising any rights under The Act and/or The Regulations.

13. FINANCIAL YEAR END FOR OWNERS CORPORATIONS

Owners Corporation 1 & 2

To consider efficiencies in budgeting, debt collection and reporting the Owners Corporations resolved, pursuant to Section 23 of the Act, the following resolutions:

- The first financial year be 01 February 2024 to 31 December 2024.
- The financial year be 01 January to 31 December each year thereafter from 01 January 2025.

The above resolutions have been passed to provide the following benefits to the Owners Corporation:

- Members can easily identify due dates for levies and budget accordingly.
- Create debt recovery efficiencies
- Align the end of financial year to the taxation year.
- Improve End of Year financial reporting procedures.
- Allow AGM's to be held closer to the End of Financial Year.
- Create a stronger debt collection process to help create stronger cash flow efficiencies.

14. ADMINISTRATION FUND BUDGETS

It was noted that the budgets set for the first year of operation are estimated based on information provided to the Manager by the Initial Owner, best practice guidelines within the industry, quotes obtained, and the actual figures taken from comparable properties within the portfolio of the Manager.

Owners Corporation 1 - All Lots

In accordance with the Act, the Owners Corporation resolved to adopt and approve raising an amount of **\$440,000.00 including GST** for Administration Fund Fees to cover general administration, maintenance, insurance, and other recurrent obligations of Owners Corporation 1 for the 11-month period 01 February 2024 to 31 December 2024.

- (i) Members resolved that the above fees will be levied to each Lot Owner on an Annual basis and that the first year of fees be collected at settlement of the sale of each Lot to assist with managing cash flow during the first year of operation. For those Lots that haven't settled, fees must be paid on or before the due date as follows:
- 01 February 2024 to 31 December 2024 due and payable 01 February 2024

In accordance with the Act, Members further resolved to adopt and approve raising an amount of **\$480,000.00 including GST** for Administration Fund Fees to cover general administration, maintenance, insurance, and other recurrent obligations of Owners Corporation 1 for the 12-month period 01 January 2025 to 31 December 2025.

- (ii) Members resolved that the above fees will be levied to each Lot Owner on a quarterly basis. Fees must be paid on or before the due dates as follows:
- 01 January 2025 to 31 March 2025 due and payable 01 January 2025.
 - 01 April 2025 to 30 June 2025 due and payable 01 April 2025.
 - 01 July 2025 to 30 September 2025 due and payable 01 July 2025.
 - 01 October 2025 to 31 December 2025 due and payable 01 October 2025.

Owners Corporation 2 – Commercial/Retail Lots only

In accordance with the Act, the Owners Corporation resolved to adopt and approve raising an amount of **\$7,209.58 including GST** for Administration Fund Fees to cover general administration, maintenance, insurance, and other recurrent obligations of Owners Corporation 2 for the 11-month period 01 February 2024 to 31 December 2024.

- (iii) Members resolved that the above fees will be levied to each Lot Owner on an Annual basis and that the first year of fees be collected at settlement of the sale of each Lot to assist with managing cash flow during the first year of operation. For those Lots that haven't settled, fees must be paid on or before the due date as follows:

- 01 February 2024 to 31 December 2024 due and payable 01 February 2024

In accordance with the Act, Members further resolved to adopt and approve raising an amount of **\$7,865.00 including GST** for Administration Fund Fees to cover general administration, maintenance, insurance, and other recurrent obligations of Owners Corporation 2 for the 12-month period 01 January 2025 to 31 December 2025.

- (iv) Members resolved that the above fees will be levied to each Lot Owner on a quarterly basis. Fees must be paid on or before the due dates as follows:

- 01 January 2025 to 31 March 2025 due and payable 01 January 2025.
- 01 April 2025 to 30 June 2025 due and payable 01 April 2025.
- 01 July 2025 to 30 September 2025 due and payable 01 July 2025.
- 01 October 2025 to 31 December 2025 due and payable 01 October 2025.

15. APPROVED MAINTENANCE PLANS

In accordance with Division 3, Sections 36, 37 and 38 of the Act, the Owners Corporations resolved to approve the tabled Maintenance Plans as prepared by QIA and establish Maintenance Funds in accordance with Section 40 of the Owners Corporations Act 2006.

16. MAINTENANCE FUND BUDGETS

In accordance with the approved Maintenance Plans, the Owners Corporations resolved to raise the following contributions towards implementation of the Maintenance Plans.

Owners Corporation 1 - All Lots

In accordance with Section 42 of the Act, the Owners Corporation resolved to adopt and approve raising an amount of **\$59,620.00 including GST** for Maintenance Fund Fees to meet the maintenance plan obligations of Owners Corporation 1 for the period 01 February 2024 to 31 December 2024.

- (i) Members resolved that the above fees will be levied to each Lot Owner on an Annual basis and that the first year of fees be collected at settlement of the sale of each Lot to assist with managing cash flow during the first year of operation. For those Lots that haven't settled, fees must be paid on or before the due date as follows:

- 01 February 2024 to 31 December 2024 due and payable 01 February 2024

In accordance with the Act, Members further resolved to adopt and approve raising an amount of **\$71,204.10 including GST** for Maintenance Fund Fees to meet the maintenance plan obligations of Owners Corporation 1 for the period 01 January 2025 to 31 December 2025.

- (ii) Members resolved that the above fees will be levied to each Lot Owner on a quarterly basis. Fees must be paid on or before the due dates as follows:
- 01 January 2025 to 31 March 2025 due and payable 01 January 2025.
 - 01 April 2025 to 30 June 2025 due and payable 01 April 2025.
 - 01 July 2025 to 30 September 2025 due and payable 01 July 2025.
 - 01 October 2025 to 31 December 2025 due and payable 01 October 2025.

Owners Corporation 2 – Commercial/Retail Lots only

In accordance with Section 42 of the Act, the Owners Corporation resolved to adopt and approve raising an amount of **\$2,838.00 including GST** for Maintenance Fund Fees to meet the maintenance plan obligations of Owners Corporation 2 for the period 01 February 2024 to 31 December 2024.

- (iii) Members resolved that the above fees will be levied to each Lot Owner on an Annual basis and that the first year of fees be collected at settlement of the sale of each Lot to assist with managing cash flow during the first year of operation. For those Lots that haven't settled, fees must be paid on or before the due date as follows:
- 01 February 2024 to 31 December 2024 due and payable 01 February 2024

In accordance with the Act, Members further resolved to adopt and approve raising an amount of **\$3,810.40 including GST** for Maintenance Fund Fees to meet the maintenance plan obligations of Owners Corporation 2 for the period 01 January 2025 to 31 December 2025.

- (iv) Members resolved that the above fees will be levied to each Lot Owner on a quarterly basis. Fees must be paid on or before the due dates as follows:
- 01 January 2025 to 31 March 2025 due and payable 01 January 2025.
 - 01 April 2025 to 30 June 2025 due and payable 01 April 2025.
 - 01 July 2025 to 30 September 2025 due and payable 01 July 2025.
 - 01 October 2025 to 31 December 2025 due and payable 01 October 2025.

17. OWNERS CORPORATION INSURANCE

The Owners Corporation resolved by Special Resolution to take out the following insurance cover:

The Owners Corporation resolved by Special Resolution to take out the following insurance in respect of all Lots in the Plan of Subdivision:

- a) Reinstatement and replacement insurance for all buildings on each Lot in accordance with Section 59 of the *Owners Corporation Act 2006 (Vic)*; and
- b) Public liability insurance in accordance with Section 60 of the *Owners Corporation Act 2006 (Vic)* as if any reference in those sections to common property was a reference to these Lots.

The Owners Corporation resolved by Special Resolution that all Lot owners pay for the cost of public liability insurance and reinstatement and replacement insurance taken out by the Owners Corporation on the basis of Lot liability.

In taking out the insurances referred to above, while the definition of “building” in the Act includes:

- (a) any improvements and fixtures forming part of the building; and (ab) any *shared services*; and
- (b) anything prescribed as forming part of a building **- it does not include-**
- (c) **carpet and temporary floor, wall and ceiling coverings; or**
- (d) **fixtures removable by a lessee at the end of a lease; or**
- (e) **anything prescribed as not forming part of a building.**

“*shared services*” includes any pipes or cables used to provide services including water, electricity, gas and telecommunications to the building that are shared with a person other than the Owners Corporation or any of its members.

THEREFORE, PLEASE NOTE THAT IF YOU HAVE NOT NOTIFIED THE OWNERS CORPORATION OF ANY IMPROVEMENTS AND FIXTURES FORMING PART OF YOUR LOT THESE MAY NOT BE COVERED IN THE EVENT OF A CLAIM. THIS INSURANCE POLICY DOES NOT COVER ANY OF THE CONTENTS IN YOUR LOT. YOU ARE URGED TO SEEK LEGAL AND INSURANCE ADVICE AND/OR ADDITIONAL INSURANCE COVER IF YOU HAVE ANY DOUBT AS TO WHETHER OR NOT THE OWNERS CORPORATION’S INSURANCE COVERS YOUR SITUATION OR WOULD COVER YOU IN PARTICULAR CIRCUMSTANCES.

Members resolved to adopt initial building sum insured to be at \$80,000,000.00 incl GST.

(i) INSURANCE VALUATION

Owners Corporation 1 and 2 resolved not to carry out an insurance replacement valuation for the purposes of ensuring adequate level of insurance cover held by the Owners Corporation at this time.

(ii) PAYMENT OF INSURANCE POLICY (OWNERS CORPORATION 1)

It was noted that the Initial Owner has paid for the Insurance Policy on behalf of the Owners Corporation for its first insurance term effective from 12 January 2024 through to expiry date of 12 January 2025.

Members resolved that the value of the insurance premium paid would be refunded to the Initial Owner as the sale of each Lot, on a Lot liability basis via a separate adjustment at settlement.

Total premium amount to be reimbursed: \$139,545.47 including GST on a Lot liability proportional basis from each Lot upon settlement of Owners Corporation 1 Lots.

18. ELECTION OF COMMITTEE

- (i) Members resolved not to elect a committee and defer election to the next General Meeting of the Owners Corporations.

19. APPOINTMENT OF CHAIRPERSON

In accordance with Section 98(1) of The Act it was resolved to elect Mr Lincoln Fei as Chairperson of Owners Corporations 1 & 2.

20. APPOINTMENT OF SECRETARY

Members resolved to elect the Manager as the Secretary of Owners Corporations 1 & 2 in accordance with Section 99(1) of The Act.

21. INSTRUMENT OF DELEGATION

- (i) *Delegation to the Owners Corporation Manager* - In accordance with sections 11 and 120 of The Act, Members resolved to delegate all the powers and functions that may be delegated under section 11 of The Act to enable the Manager to perform the duties under the contract of appointment and to ensure the efficient and effective operation of the Owners Corporation.
- (ii) *Delegation to the Owners Corporation Secretary* – In accordance with sections 11, 99, 107 and 120 of The Act Members resolved that the Manager would be delegated all the powers and functions that may be delegated under section 11 of The Act to allow it to perform the functions of the Secretary of the Owners Corporation.

22. PENALTY INTEREST

In accordance with Section 29 (1) of the Owners Corporations Act 2006, the Owners Corporation resolved by ordinary resolution to charge penalty interest on any amount payable by a Lot Owner to the Owners Corporation that is still outstanding 30 days after the due date for payment at the maximum rate payable under the Penalty Interest Rates Act 1983.

23. COST / DEBT RECOVERY

The following Ordinary Resolutions were resolved:

1. Resolved that the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation but excluding the personal time costs of any person acting in an honorary capacity including the Chairperson, Secretary or Committee Member of the Owners Corporation) arising out of any default or breach, by any Lot Owner, or occupier of a Lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2018 or the Rules of the Owners Corporation.
2. The Owners Corporation resolved, per Sections 23A and 24 of the Owners Corporations Act 2006, to levy a Lot Owner to cover the cost of expenditure relating to; works carried out for the benefit of some or one Lot, works arising from the particular use of a Lot, an increased insurance premium, an excess amount or damage to common property (resulting from or attributable to a culpable or wilful act or the gross negligence of a lot owner, lot owners lessee or a guest of a lot owner).
3. The Owners Corporation resolved to authorise Highrise Strata Management to engage a lawyer or a debt collector to send a Letter of Demand at its discretion to each and every Lot Owner who has failed to pay their Owners Corporation fees, levies and/or charges in accordance with the Final Fee Notice.
4. The Owners Corporation resolved that any Lot Owner who fails to pay their Final Fee Notice and in respect to whom a Letter of Demand has been sent, shall pay or reimburse the Owners Corporation for all administrative, legal and other charges relating to the letter of demand and any subsequent VCAT and/or Court proceedings including but not limited to the costs of enforcement of any such orders obtained.
5. Members further resolved by Special Resolution to adopt the Recovery of Owners Corporation Contribution Fees/Legal/Costs as outlined in PS843057S Special Rules 6, 7, 8, 9, 15, 18, 19, 20, 22, 24, 25, 26, 29 and 31.

24. REGISTERED OFFICE

It is determined that the registered address for service of the Owners Corporation is:

HIGHRISE STRATA VIC. PTY LTD
PO BOX 162
SOUTH MELBOURNE 3205

25. RULES

A copy of the Model Rules were tabled and adopted.

A copy of the Special Rules of Owners Corporations 1 & 2 - PS843057S were presented and reviewed.

Members resolved by Special Resolution that the additional rules of Owners Corporations 1 & 2 - PS843057S as tabled are adopted as the rules of the Owners Corporation which have been registered with the land titles office at the same time as the Plan of Subdivision.

26. DOCUMENTS

Owners Corporation Documents

The following documents were tabled at the meeting and a copy provided to members:

- Copy of **Model Rules** tabled
- Copy of Owners Corporation **Statement of Advice** tabled, which will be attached to the Owners Corporation certificates
- Copy of **Model Rule-Dispute Resolution** (Owners Corporations Regulations 2018) tabled.
- Copies of the following legislation and information pertaining to Owners Corporations Act 2006 provided to the Owners Corporation;
 - (i) **Owners Corporations Act 2006**
 - (ii) **Owners Corporations Regulations 2018**
 - (iii) Copy of the executed **Contract of Appointment** & explanatory information

27. OWNERS CORPORATION LEASES, LICENCES AND AGREEMENTS

Members resolved by Special Resolution that the Owners Corporations enter into the following agreements:

- i. Embedded Generator Agreement for solar power generation between United Energy Distribution Pty Ltd and PS843057S-1, for a term of 25 years.
- ii. Substation Lease No. X2506-4926 between United Energy Distribution Pty Ltd and 220 Chapel Rd Keysborough Pty Ltd, assigned to the Owners Corporation, for two terms of 30 years.
- iii. Deed of Licence - 220 Chapel rd Keysborough Pty Ltd, as the trustee of 220 CHAPEL RD TRUST, ABN: 51 773 730 166, and Owners Corporation 1 of PS 843057S – Signage
- iv. Deed of Licence - 220 Chapel rd Keysborough Pty Ltd, as the trustee of 220 CHAPEL RD TRUST, ABN: 51 773 730 166, and Owners Corporation 1 of PS 843057S –Seating and Access

28. APPOINTMENT OF SERVICE CONTRACTS

Members resolved to appoint and execute an appropriate agreement between the Owners Corporations and the following service contractors for the term of appointment. Itemised as follows:

- Building Management and Cleaning Agreement with Stradcorp Management Pty Ltd, ABN 37 613 477 375, to carry out Building Management and Cleaning services pursuant to the Building Management Agreement tabled. Members resolved to execute the Agreement between Owners Corporations No. 1 & 2 of PS843057S and Stradcorp Management Pty Ltd, ABN 37 613 477 375 for an initial Term of five (5) years commencing 1 February 2024;

- Owners Corporation Management Agreement with Highrise Strata Vic Pty Ltd, trading as Highrise Strata Management, ABN 82 649 654 688, to carry out Owners Corporation Management services pursuant to the Contract of Appointment tabled. Members resolved to execute the Contract of Appointment between Owners Corporations No. 1 & 2 of PS843057S and Highrise Strata Vic Pty Ltd, trading as Highrise Strata Management, ABN 82 649 654 688 for an initial Term of three (3) years commencing 1 February 2024;
- Private Waste Collection Agreement with Premier Waste, ABN 90 124 936 616 to carry out collection of waste pursuant to the agreement dated 14 December 2023 for Owners Corporation No. 1 of PS843057S for an initial Term of three (3) years.
- Johnson Controls Australia, ABN 29 002 968, agreement for the provision of fire alarm monitoring services and equipment, for a term of 36 months.
- WINconnect Pty Ltd, trading as WINenergy for Common Property Electricity Supply. Members resolved to execute the Contract between Owners Corporation No. 1 of PS843057S and WINconnect Pty Ltd, trading as WINenergy for an initial Term expiring 30 June 2024.
- Origin Energy Retail Limited, ABN 22 078 868 425, Embedded Network Manager Services Agreement. Members resolved to execute the Embedded Network Manager Services Agreement between Owners Corporation No. 1 of PS843057S and Origin Energy Pty Ltd for an ongoing term.
- Winconnect Pty Ltd, ABN 71 112 175 710, Master Agreement Terms for Centralised Energy Equipment relating to the three supply order agreements listed below. Members resolved to execute the Master Agreement Terms for Centralised Energy Equipment between Owners Corporation No. 1 of PS843057S and Winconnect Pty Ltd for an ongoing term.
- Winconnect Pty Ltd, ABN 71 112 175 710, Agreement for the Supply of EV Charging in Embedded Electrical Network. Members resolved to execute the Agreement for the Supply of EV Charging in Embedded Electrical Network between Owners Corporation No. 1 of PS843057S and Winconnect Pty Ltd for a term of 10 years.
- Winconnect Pty Ltd, ABN 71 112 175 710, Agreement for the Supply of Metering Equipment for Embedded Network. Members resolved to execute the Agreement for the Supply of Metering Equipment for Embedded Network between Owners Corporation No. 1 of PS843057S and Winconnect Pty Ltd for a term of 10 years.
- Winconnect Pty Ltd, ABN 71 112 175 710, Agreement for the Supply of Serviced Hot Water & Natural Gas. Members resolved to execute the Agreement for the Supply of Serviced Hot Water & Natural Gas between Owners Corporation No. 1 of PS843057S and Winconnect Pty Ltd for a term of 10 years.

29. COMMERCIAL CONNECTIONS TO SEPTIC TANK AND KITCHEN EXHAUST

Owners Corporation 2 of PS843057S resolved, in accordance with the Owners Corporation 2 Rules as well as Section 24 of the Owners Corporations Act 2006 that the cost of cleaning, repair and maintenance of grease trap, septic tank and kitchen exhaust ducting servicing Owners Corporation 2 be levied only to those lots connected to it.

Owners Corporation 2 of PS843057S resolved that lot owners and occupants within Owners Corporation 2 are bound by Owners Corporation 2 Special Rules 4, 5 and 6 with respect to connection to these services, as well as billing and recovery of charges.

30. ROOF ACCESS FOR GUTTER CLEAN AND MAINTENANCE

In accordance with Owners Corporation 1 of PS843057S additional rules, the following lots are required to provide access to allow roof access for cleaning of gutters and maintenance via implied easement.

Roof access hatches are located within townhouse lots T54, T63, T70 & T78.

Roof ladder bracket access points are located within townhouse lots T6, T12, T17 & T18

If the Owners Corporation requires access to a Lot for cleaning or repairs to parts of the Lot which are deemed unsafe to access or the cleaning or maintenance of any external surfaces of the Development, then the Occupier must allow the Owners Corporation or its contractors any access to the Lot which it requires in order to carry out the cleaning or repairs.

31. PRIVATE PLANTER BOXES

Members resolved adoption of the Owners Corporation Rules surrounding maintenance of private planter boxes. Maintenance and upkeep of plantings within all private planter boxes remain the sole responsibility of each private lot. Members are reminded that;

Members must ensure all planter boxes located within private Lots are to house only the approved plants outlined within the landscaping plan for the development. Variations of any plants within private planter boxes are only permissible upon approval of the Owners Corporation and will only be considered if replacement plants are in keeping with the approved landscaping plan.

32. REIMBURSEMENTS TO INITIAL OWNER

Members discussed Owners Corporation outgoings that have been paid by the original owner in lieu of cashflow availability. Owners Corporation 1 of PS843057S resolved to reimburse 220 Chapel Rd Keysborough Pty Ltd for the following invoices when cashflow permits:

- a) Johnson controls invoice 1041959 in the amount of \$316.25 for connection fees and;
- b) Johnson controls invoice 1037176 in the amount of \$1,919.50 for first year monitoring.

33. BUILDERS WARRANTY DETAILS

Members are advised to refer any building defects to the building team at Hamilton Marino Builders (HMB).

Once handover is finalised, HMB have a maintenance team which will be the preferred contact in relation to defects. Purchasers can complete the service form and send it to: maintenance-teamsite@hamiltonmarinobuilders.onmicrosoft.com

This will be recorded in the system, and a member of the HMB team will attend.

Lot owners requiring a copy of the service form may contact the Owners Corporation Management team at Highrise Strata Management for a copy.

34. GENERAL BUSINESS

Nil.

There being no further business, the meeting closed at 1:30PM.



Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000, Australia
O +61 2 9335 3200
www.chubb.com/au

Date Issued: 12 January 2024

Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	OC 843057S	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	02GS037873	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0923	
Period of Insurance:	From:	4.00pm on 12 January 2024, Local Standard Time
	To:	4.00pm on 12 January 2025, Local Standard Time
The Insurer:	Section 1	100% Chubb Insurance Australia Limited
	Section 2	100% Chubb Insurance Australia Limited
	Section 3	100% Chubb Insurance Australia Limited
	Section 4-10	100% Chubb Insurance Australia Limited
Insured Location	220 Chapel Road, Keysborough VIC 3173	

Limits of Liability

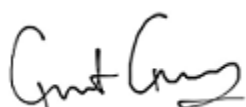
Section 1: Property Damage Insurance	Buildings and Common Property	AUD 80,000,000
	Common Contents	AUD 800,000
	Catastrophe	AUD 24,240,000
Section 2: Machinery Breakdown Insurance	AUD 25,000	
Section 3: Consequential Loss Insurance	AUD 12,000,000	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 92,800,000	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	Personal Injury	AUD 20,000,000 in respect of any one Occurrence
	Property Damage	AUD 20,000,000 in respect of any one Occurrence
Section 6: Environmental Impairment Liability Insurance	Not Insured	
Section 7: Management Committee Liability Insurance	AUD 1,000,000 in the aggregate Period of Insurance	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	Accident each occurrence Limit	AUD 200,000
	Accident aggregate Limit	AUD 200,000 in the aggregate Period of Insurance

All the values on this Certificate of Currency are correct as at 12 January 2024 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

Signed:



Grant Garnsey
Strata Underwriter, VIC/TAS

Authorised Officer, Chubb Insurance Australia Limited
ABN 23 001 642 020 AFSL 239687



Maddocks

Lawyers
Collins Square, Tower Two
Level 25, 727 Collins Street
Melbourne VIC 3008
Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Date / / 2024

Owners Corporation Rules Chapel Park

Unlimited and Residential Lot Owners Corporation Rules

Owners Corporation No. 1 on Plan of Subdivision PS842057S

Interstate offices

Canberra Sydney

Affiliated offices around the world through the
Advoc network - www.advoc.com

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Owners Corporation Rules – Chapel Park

Unlimited Owners Corporation Rules - All Lots

Date / /

NOTES

The Act and Regulations detail the powers of the Owners Corporation(s), the general duties of members, meetings and administration of the Owners Corporation(s), insurance and other miscellaneous matters. These Rules must be read in conjunction with the Act, Regulations and the model rules prescribed under the Regulations.

1. Definitions

In these rules:

Act means the *Owners Corporations Act* 2006 (Vic) as amended from time to time.

Active Proximity Card Limit means the maximum number of Proximity Cards per Lot to access the Common Property, calculated as the sum of:

- (a) 2 per bedroom contained and approved by Law within the Residential Lot, or if the Lot is a Retail Lot then 1 per approved occupant by Law excluding temporary occupants such as customers; plus
- (b) 1 per Residential Lot; and
- (c) 1 remote per titled car space.

Building means a building within the Development.

Building Manager means the person or entity (which may be a related party of the Developer or the Manager) engaged by the Owners Corporation to provide Building Management services.

Building Works means all design, building and construction works including the construction, erection, excavation, fixing, installation or otherwise or any item not originally included with or part of a Lot or Common Property.

Car Park Lot means any Lot designated for use as a car parking space in the Development as shown on the Plan.

Commercial Purposes means use for a restaurant, café, retail use, office use or other commercial purpose.

Committee means the committee of the Owners Corporation established in accordance with the Act.

Common Property means the Land and any improvements erected on the Development designated as common property on the Plan.

Developer means 220 Chapel Rd Keysborough Pty Ltd (ACN 609 206 528) or a Related Body Corporate responsible for the construction of the Development and creation of Lots and includes the

Developer's successors and assigns and where it is consistent with the context includes the Developer's employees, agents, contractors, subcontractors and invitees.

Development means the development of 220 Chapel Road Keysborough as residential apartments and retail/commercial and associated facilities including the marketing and sale of Lots.

Director has the same meaning as it has in the *Australian Consumer Law And Fair Trading Act 2012 (Vic)*

Dispute means a dispute or other matter arising under the Act, Regulations or Rules including a dispute or matter relating to:

- (a) an alleged breach by a Member of an obligation imposed on that person under the Act, Regulations or the Rules; or
- (b) the exercise of a function by a Manager in respect of the Owners Corporation; or
- (c) the operation of the Owners Corporation.

Essential Services Measures includes fire sprinklers and fire detectors.

Guidelines means any regulations or guidelines for the effective management of the Owners Corporation from time to time set by the Manager in its absolute discretion and adopted by the Owners Corporation, as amended from time to time.

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Invitees means the guests, servants, employees, agents, children, invitees and licensees of the Member or the Occupier of their Lot.

Land means the whole of the land described in the Plan.

Law means any law (including principles of law or equity established by decisions of courts) that applies in Victoria, and any rule, regulation, ordinance, order, by-law, local law, statutory instrument, control, restriction, direction or notice made under a law by any Government Agency.

Lot means a lot shown on the Plan.

Manager means the person or entity appointed by the Owners Corporation as Manager of the Owners Corporation(s) and where relevant includes the Manager's successors and assigns and where the context requires includes the Manager's officers, employees, agents, contractors, subcontractors and invitees.

Member means a member of the Owners Corporation by reason of being the owner of a Lot for the time being and where the context requires includes an Occupier or their invitees.

Occupier means the person or entity authorised by the Member to occupy the designated Lot as tenant or licensee and where the context requires includes the Occupier's invitees, guests, servants, employees, agents, children and licensees.

Owners Corporation means Owners Corporation No 1 and the limited Owners Corporation No.2 on the Plan. .

Owners Corporation No 1 means the unlimited Owners Corporation on the Plan.

Owners Corporation Rules means these rules for the Owners Corporation.

Plan means Plan of Subdivision PS843057S.

Planning Permit means:

- (a) planning permit nos. PLN17/0370 and PLN 20/0194; and
- (b) any other planning permit required to be entered into by the Vendor,

and includes any variation, replacement or amendment thereto.

Property means the land known as 220 Chapel Road Keysborough as described in certificate of title volume 8273 folio 925 and includes any improvements contained in the Plan, all Lots and the Common Property.

Proximity Card means a key, magnetic card, fingerprint readers, facial recognition readers or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property.

Regulations means the *Owners Corporations Regulations* 2018 (Vic) as amended from time to time.

Related Body Corporate has the same meaning given to that term in the *Corporations Act* 2001 (Cth).

Residential Lot means any Lot in the Development designated as a residential lot on the Plan and which is intended to be used for residential purposes (and expressly excludes the Retail Lots).

Retail Lot means any Lot in the Development as shown as a retail lot on the Plan and which is intended to be used for Commercial Purposes.

Rule or **Rules** means these rules which are for the purpose of the control, management, administration, use or enjoyment of the Common Property or any Lot as amended from time to time.

Signage Licence means the licence of part of the Common Property granted by the Owners Corporation for the display of signage on common property, a copy of which is available from the Manager on request.

Vendor means 220 Chapel Rd Keysborough Pty Ltd (ACN 609 206 528) and includes the Vendor's successors and assigns and where it is consistent with the context includes the Vendor's employees, agents, contractors, subcontractors and invitees.

Waste Management Plan means any waste management plan set by the Manager in its absolute discretion, including pursuant to condition 8 of the Planning Permit and adopted by the Owners Corporation, as amended from time to time.

Water Authority means Yarra Valley Water or any other water authority which is responsible for supplying the Site.

2. Interpretation

2.1 Unless the context otherwise requires:

2.1.1 headings are for convenience only;

- 2.1.2 words imparting the singular include the plural and vice versa;
- 2.1.3 expressions imparting a natural person includes any company, partnership, joint structure, association or other Owners Corporation and any governmental authority; and
- 2.1.4 a reference to a thing includes part of that thing.
- 2.2 The obligations and restrictions in these Rules must be read subject to the rights, grants or privileges that may be given to any person or entity by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges, must prevail over these Rules in respect of the person or entity to whom they are given.
- 2.3 In these Rules:
 - 2.3.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
 - 2.3.2 if it is not possible to read down a provision as required in this Rule, that provision is severable without affecting the validity or enforceability of the remaining part of that Rule or the other Rule.
- 2.4 In the event of a conflict between these Rules and any restriction on the Plan, the restriction will prevail.

3. Relationship with model rules

If there is any conflict between these Rules and the model rules prescribed under the Regulations, these Rules prevail.

4. Rules Subject to Rights of the Vendor and Developer

- 4.1 These Rules do not apply to and, are not enforceable against the Vendor or its mortgagees or chargees, for so long as any of the following apply:
 - 4.1.1 the Vendor, the Developer and/or any of its equity partners (if any) is a Member;
 - 4.1.2 any mortgagee or chargee of the Vendor has an interest in any Lot; or
 - 4.1.3 the Vendor, the Developer and/or any of its equity partners (if any) are engaged in any action required to complete the Development,

where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Vendor or its mortgagees or chargees may be engaged in or which may need to be carried out in order to complete construction of the Buildings and facilities comprised in the Plan or the Development.
- 4.2 The Vendor, the Developer and its equity partners (if any), their mortgagees and chargees must be and are by this Rule, authorised by each and every Member of each and every Owners Corporation in the Plan and by each and every Owners Corporation in the Plan to:
 - 4.2.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development;

- 4.2.2 take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development;
- 4.2.3 exclude all and any Members from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development;
- 4.2.4 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Vendor or its mortgagees or chargees think fit;
- 4.2.5 limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and
- 4.2.6 use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works,

provided that the Vendor and any third party authorised by them under this Rule or any party to which they assign all or part of the benefits of their rights under this Rule, use their best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

- 4.3 To the extent permissible under the Act, the Owners Corporation must, within 7 days of being requested by the Vendor or its mortgagees or chargees, sign whatever consents, authorities, permits or other such documents as may be required to enable the Vendor or its mortgagee or chargee to complete the Development. A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting or ballot of the Owners Corporation which would revoke this Rule 4 or contravene any right or reprieve afforded to the Vendor under this Rule 4.
- 4.4 Every Member hereby consents to and agrees to the Vendor undertaking any or all of the rights of the Vendor set out in this Rule without any prevention or hindrance of such Member.
- 4.5 In exercising its rights under this Rule, the Vendor must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Members. The Vendor must only exercise its rights to the extent necessary for the genuine Development. The Vendor must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Members.

5. Use of a Lot

- 5.1 A Member must not:
 - 5.1.1 create noise or behave in a manner that is likely to interfere with the peaceful enjoyment of the Member of another Lot, or any person lawfully using the Common Property;
 - 5.1.2 do or permit anything on a Lot which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation;
 - 5.1.3 without the prior written consent of the Owners Corporation, maintain inside a Lot anything visible from outside a Lot (including but not limited to a balcony, terrace or garden area) that when viewed from outside the Lot is aesthetically or otherwise

detrimental to the amenity of the Development including the hanging of any washing, towel, bedding, clothing or any other article or like matter on any part of their Lot; and

- 5.1.4 use the Lot for any purpose that may be illegal or injurious to the reputation of the Development or which may cause a nuisance or hazard to any other member of a Lot.

5.2 Each Member must:

- 5.2.1 comply with all Laws relating to the Lot including, without limitation, any requirement, notices and orders of any Governmental Agency;
- 5.2.2 comply with the Guidelines as amended from time to time;
- 5.2.3 at their own expense comply at all times with the Laws relating to their Lot including without limitation, any requirement, notice and order of any Governmental Agency; and
- 5.2.4 strictly comply with all of the Rules, Guidelines and Regulations.

5.3 Each Member must provide its contact details including name, mobile phone number and email address to Building Management on behalf of the Owners Corporation upon becoming an Owner and/or Occupier.

5.4 Each Member agrees that the Owners Corporation may collect personal information about Members, including but not limited to their name, street address and mobile phone number which personal information may be disclosed to the Owners Corporation's agents and any sub-agents appointed, amongst other things, for the purposes of the Owners Corporation providing services to, or carrying out, functions on behalf of the Owners Corporation.

5.5 The Owners Corporation may:

- 5.5.1 at any time issue Guidelines for Members either pursuant to any of the Rules or for the purpose of giving effect to the object of any of these Rules. Members must ensure that all Invitees strictly comply with such Guidelines;
- 5.5.2 issue Guidelines (and amend them from time to time) in relation to the use of any Common Property and facilities under the Owners Corporation's control within the Building (including without limitation the facilities referred to in these Rules). Members must follow any Guidelines that are issued by either the Owners Corporation Committee or the Manager;
- 5.5.3 collect personal information about Members of Lots, including but not limited to their name, street address and mobile phone number; and
- 5.5.4 take all necessary measures to ensure the health, safety and/or security of the Members and Occupiers and Invitees is not compromised.

5.6 The Member or Occupier of a Residential Lot must ensure that the Lot is not used for any purpose that is prohibited by Law (including all town planning laws and zoning instruments).

- 5.7 The Member or Occupier of a Residential Lot must ensure that the Residential Lot is not occupied by more than two adults per bedroom (unless those persons are related to each other by blood or kin).

6. Cleaning and maintenance of a Lot

A Member must:

- 6.1 keep its Lot (including any garage or car park utilised by the Member) clean and in good repair;
- 6.2 maintain their Lot and must ensure that their Lot is so kept and maintained as not to be offensive in appearance nor a fire or health hazard to other Members;
- 6.3 ensure that all landscaped areas visible from Common Property or which adversely affect the outward appearance or state of repair of the Lot or the use and enjoyment of the Lots or Common Property by other Members are maintained to a standard commensurate with the standard of maintenance of Common Property landscaped areas or as reasonably directed by the Owners Corporation or its Manager, from time to time. Where these landscaped areas are not maintained to a reasonable standard, and to the extent such a failure to maintain impacts the use of the Common Property, the Owners Corporation may arrange necessary maintenance and wholly recover the cost associated with such maintenance from the offending Lot;
- 6.4 ensure all planter boxes located within private Lots are to house only the approved plants outlined within the landscaping plan for the development. Variations of any plants within private planter boxes are only permissible upon approval of the Owners Corporation and will only be considered if replacement plants are in keeping with the approved landscaping plan.

7. Appearance

- 7.1 A Member is not permitted to display signs, advertising or notices on any Lot or the Common Property, including for the purpose of offering for sale or lease or letting any Lot. The Owners Corporation may remove any such signs, advertising or notices displayed on any Common Property and wholly recover the cost associated with such removal from the offending Lot.
- 7.2 A Member must not install or permit the installation of any awnings to the exterior of any Lot or any part of the Common Property.
- 7.3 Without limiting any other of these Rules, a Member of a Lot must not, without prior written consent of the Owners Corporation:
- 7.3.1 paint, finish or otherwise alter the external façade of the Lot;
- 7.3.2 install bars, screens or grilles or other safety devices to the exterior of any windows or doors on the external façade of a Lot;
- 7.3.3 attach to or hang from the external facade of the Lot any aerial or any security device or wires which impact upon the Common Property;
- 7.3.4 install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus to the external façade of the Lot, which impacts upon Common Property;
- 7.3.5 install any pipes, wiring, cables or the like to the external facade of the Lot;

- 7.3.6 replace any soft floor coverings with hard surfaces or leave any floor surface bare of floor covering, which may affect the acoustic rating of the floor level and create undue noise to adjoining proprietors or Occupiers;
- 7.3.7 install any air conditioning unit in a Lot other than in a place nominated by the Owners Corporation (acting reasonably and noting the safety, use and enjoyment of the Common Property);
- 7.3.8 place any washing, towel, clothesline and other article so as to be visible from the Common Property, on the balcony, outside the Building;
- 7.3.9 construct or erect any sheds, kennels, spas or hot tubs, synthetic grass, screen, permanent or temporary clothes line, or structures of any nature or description on any terrace or balcony or other items which may be of a weight that may adversely affect the safety, use or enjoyment of the Common Property; or
- 7.3.10 repair or replace any of the private garage doors other than in the same conforming style, appearance and specifically coloured Dulux Colorbond Monument C29 Grey so as to ensure there is no adverse impact to the Common Property.

8. Building Works

8.1 A Member must not:

- 8.1.1 without limiting the generality of the foregoing, use, or permit the use of, hammer drills or cause any construction noise in a lot on weekends or public holidays or between the hours of 4:00 pm to 9:00 am on weekdays.
- 8.1.2 undertake any Building Works affecting the exterior appearance of a Lot, including the removal or replacement of materials, fixing or having fixed any electrical, audio visual, or communication device or equipment or commence any Building Works unless prior to doing so, the Member:
 - (a) submits to the Owners Corporation:
 - i. for approval plans and specifications of any proposed Building Works;
 - ii. such further particulars of the proposed works as the Owners Corporation may request
 so as to allow the Owners Corporation to ensure there is no adverse effect to the use and/or access to the Common Property both during the Building Works and upon completion;
 - (b) receives written approval from the Owners Corporation to proceed with those specified Building Works on the basis that they do not adversely impact the Common Property;
 - (c) obtains and supplies copies to the Manager of all requisite permits, approvals and consents under all relevant Laws;
 - (d) pays costs to the Owners Corporation where a building contractor or consultant may be engaged to advise the Owners Corporation on the impact of the Building Works on the Common Property (even if consent is not given);
 - (e) causes to be effected and maintained during the period of the Building Works a contractor's all risk insurance policy; and
 - (f) delivers a copy of the contractor's all risk insurance policy and certificate of currency to the Owners Corporation which notes the interests of the Owners Corporation.

- 8.2 A Member must ensure that any contractor engaged to perform approved Building Works on their Lot complies with the reasonable directions (from time to time) of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management, building protection and hours of work. The Member must also supervise the carrying out of such Building Works and ensure that the following conditions are met:
- 8.2.1 the Building Works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience to other Members;
 - 8.2.2 building materials are not stacked or stored on Common Property;
 - 8.2.3 scaffolding is not erected on the Common Property;
 - 8.2.4 construction work complies with all Laws of the relevant Government Agency;
 - 8.2.5 construction vehicles and construction worker's vehicles are not brought into, or parked on the Common Property except by prior arrangement with the Owners Corporation;
 - 8.2.6 the exterior and Common Property of the Building is at all times to be maintained in a clean and tidy state;
 - 8.2.7 suitable floor, wall and other protection is installed in the Common Property before any building materials are taken through those parts of the Common Property; and
 - 8.2.8 all contractors and tradesmen use only the basement, lifts, lobby and areas designated by the Manager when working in the Lot.
- 8.3 Where a Member commissions Building Work in accordance with Rule 8.2, a representative of the Owners Corporation and the Member must inspect the part of the Common Property which will be affected by the Building Works (for example, the area through which building materials will be transported) prior to commencing the Building Work to establish the state of repair of the Common Property and again after the Building Work has been completed to determine if any damage has been caused to the Common Property.
- 8.4 A Member must promptly make good all damage to and dirtying of the Building, the Common Property, the services thereof or any fixtures and fittings and finishes which are caused by any Building Works. If the Member fails to do so the Owners Corporation may in its absolute discretion make good the damage and dirtying at the Member's or Occupier's expense. The Member must indemnify and keep indemnified the Owners Corporation for all costs and liabilities incurred by the Owners Corporation in so making good the damage or dirtying caused by the Building Work. The Owners Corporation may at its absolute discretion demand from the Member a performance bond in relation to the cleaning or repair of the Common Property to guarantee their performance under this Rule.

9. Garbage disposal

- 9.1 Each Member must:
- 9.1.1 except where the Owners Corporation provides some other means of disposal of garbage, maintain within their Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, a receptacle for garbage and to keep such receptacle in a clean and tidy condition and not visible to the public except on days designated for rubbish collection;
 - 9.1.2 comply with all requirements of the Guidelines (e.g. in relation to garbage chutes and receptacles) and any Government Agency relating to the disposal of garbage including the Waste Management Plan and any requirements contained in the

Planning Permit, including without limitation:

- (a) no garbage receptacles are to be stored outside the Development; and
 - (b) garbage receptacles must be returned to the designated garbage room as soon as practicable after garbage collection;
- 9.1.3 ensure that rubbish does not accumulate on their Lot, and that the health, hygiene and comfort of other Members is not adversely affected by their disposal of garbage;
- 9.1.4 ensure that rubbish is transported from their Lot to the designated garbage room on the Common Property in an appropriate watertight receptacle;
- 9.1.5 only use garbage chutes in accordance with the manufacturer's instructions;
- 9.1.6 ensure that garbage deposited down garbage chutes is contained in tied plastic bags and only consists of household rubbish items including organic and non-recyclable waste;
- 9.1.7 not place cigarette butts, flammable substances, ignition sources or fluids, liquids, items that may block the garbage chutes or any other items deemed inappropriate by the Owners Corporation, down any garbage chute;
- 9.1.8 ensure that any items which cannot be deposited down garbage chutes are disposed of in the garbage receptacles located on such part of the Common Property as determined by the Owners Corporation from time to time;
- 9.1.9 not leave items of garbage in front of chutes or in Common Property so that at all times there is clear access to garbage chutes;
- 9.1.10 not dispose of flammable items down a garbage chute, in any waste receptacle or bin room on Common Property; and
- 9.1.11 ensure that all hard rubbish (i.e. glass, bricks, crockery, appliances or similar) are not disposed of down any garbage chute and each Member must make its own arrangements to dispose of any such hard rubbish, unless the Owners Corporation agrees to store any such hard rubbish items temporarily in an area designated by the Owners Corporation from time to time for such purpose and which items must be removed by the Member in accordance with the requirements of the Owners Corporation.
- 9.2 If a garbage chute becomes blocked and the Owners Corporation is able to identify the responsible Member or Occupier, the Owners Corporation may recover the costs to repair and reinstate the garbage chute from the Member or Occupier.

10. Provision of Services

Each Member of the Owners Corporation agrees that the Owners Corporation will provide the following services the repair and maintenance of all Common Property including gardens, trees, paved areas, landscaping (to the extent any are contained within the Common Property), waste removal, provision and maintenance of utilities services to Common Property.

11. Use of Common Property

11.1 A Member must not:

11.1.1 do or allow to be done anything on the Common Property which causes a nuisance to or interferes with its lawful use by the Owners Corporation or other Members;

11.1.2 park or leave a vehicle or permit any vehicle to be parked or left upon the Common

Property or in any place other than in a parking area specified for such purpose by the Owners Corporation;

- 11.1.3 when on Common Property (or if on any part of a Lot so as to be visible from another Lot or from Common Property), fail to be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Member of another Lot or to any person lawfully using Common Property;
 - 11.1.4 deposit or throw upon the Common Property any rubbish, dirt, dust, cigarette butt or other material likely to interfere with the peaceful enjoyment of other Members, Occupiers or any person lawfully using the Common Property;
 - 11.1.5 disregard any requirements made by the Owners Corporation relating to the use of any access keys and intercom system that may be provided as the means of access upon roadways created within the Common Property;
 - 11.1.6 hold or allow to be held any public auction on or near the Common Property;
 - 11.1.7 directly instruct any contractors or workmen employed by the Owners Corporation unless so authorised;
 - 11.1.8 except with the prior consent in writing of the Owners Corporation, use for their own purposes as a garden any portion of the Common Property;
 - 11.1.9 except with the prior consent in writing of the Owners Corporation, enter any plant room, electrical switchboard room or similar;
 - 11.1.10 place any door mats, furniture (decoration item), shoes or plants on the Common Property. The Owners Corporation reserves the right to remove and dispose of any items left on Common Property without consent; or
 - 11.1.11 remove, interfere with or deface any landscaping or trees located on the Common Property.
- 11.2 A Member must:
- notify the Owners Corporation or the Manager promptly when becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation; and
- 11.2.1 follow all directions of the Owners Corporation or the Manager, including, but not limited to obeying all signposted directions on the Common Property.

12. Moving

- 12.1 A Member must not move, or permit to be moved, any furniture or goods through Common Property unless it complies with the following Rules:
- 12.1.1 the Member must arrange a date and time with the Manager (and which time and date must be first confirmed in writing by the Manager) to conduct any move;
 - 12.1.2 before conducting any move, the Member must sign any document required by the Owners Corporation in relation to the move;
 - 12.1.3 before conducting any move, the Member must provide to the Manager a copy of the public liability insurance of the removalist company; and
 - 12.1.4 the Member must notify all carriers and tradespeople that:
 - (a) they must contact the Manager prior to arrival at the Building; and

- (b) if their arrival is past the scheduled time, they may be required to reschedule with the Manager.
- 12.2 Each Member must ensure that no part of Common Property is damaged during the moving process.
- 12.3 When moving any furniture or goods through Common Property, a Member must:
 - 12.3.1 comply with any directions of the relevant Owners Corporation; and
 - 12.3.2 not move furniture or goods through the front entrance to the Development; and
 - 12.3.3 only move furniture or goods through loading areas of the loading docks.
- 12.4 A Member must promptly notify the Owners Corporation of any damage caused to the Common Property as a result of the moving process and must promptly reimburse the Owners Corporation for any repairs undertaken as a result of damage caused during the moving process, on presentation of a copy of any relevant tax invoice to the Member by the Owners Corporation.

13. Restrictions – Trade or Business

- 13.1 This Rule 13 does not apply to a Retail Lot.
- 13.2 A Member must not use or permit others to use the Lot or any part of the Common Property for any trade, business or other commercial use, without the express prior written consent of the Owners Corporation.
- 13.3 If authorised to do so by the Owners Corporation, the Member of any Lot may carry on a trade, business or other commercial use from the relevant Lot, provided:
 - 13.3.1 the planning scheme of the relevant Governmental Agency governing the use of that Lot permits the trade, business or other commercial use to be carried on from the Lot;
 - 13.3.2 any requirements in respect of the trade, business or other commercial use stipulated by any relevant Governmental Agency from time to time are complied with; and
 - 13.3.3 the trade, business or other commercial use can be carried on and is carried on without causing undue nuisance or, creating a greater security risk to the Members of other Lots.

14. Access by and behaviour of Invitees

- 14.1 To ensure the amenity, safety and security of the Building are maintained by and for all Member or Occupiers, this Rule, in addition to all others, shall apply in regard to leasing (renting) or occupancy of Lots:
 - 14.1.1 A Member may not lease, licence or grant any other occupancy rights in respect of a Lot for a term of less than one month without first obtaining the prior written approval of the Building Management to that occupancy to ensure the safety of all users of the Common Property and manage the use and distribution of any Proximity Cards;
 - 14.1.2 A Member must exercise a high degree of caution and responsibility in making a security access device available for use by an Occupier of a Lot, including without

limitation entering into an appropriate agreement in any lease or licence agreement for the Lot to ensure return of the device to the Occupier upon expiry of the Occupier's lease or licence; and

- 14.1.3 Without evidence of a written authority signed by the relevant Member or Member's agent, Building Management may:
- (a) not issue or replace lost security access devices to or for Occupiers who are not Members; and
 - (b) disallow personal access and entry (or exit) of goods by Occupiers who are not Members.
- 14.2 The duties and obligations imposed by these Rules upon a Member must be observed not only by the Member but also by the Invitees.
- 14.3 A Member must take all reasonable steps to ensure that its Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Member of another Lot or of any person lawfully using the Common Property.
- 14.4 A Member is liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by a breach of Rules 14.1, 14.2 and 14.3.
- 14.5 Where the Owners Corporation expends money to make good damage caused by a breach of the Act, or of these Rules by any Member, Occupier or Invitees, the Owners Corporation can recover the amount so expended as a debt in action in any court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

15. Owners Corporation Fees

- 15.1 A Member must pay by the due date the fees set by Owners Corporation to cover general administration, maintenance and repairs, insurance and other recurrent obligations.
- 15.2 A Member must pay by the due date any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure.
- 15.3 If any fees remain outstanding after the due date, the Owners Corporation may charge interest on any outstanding amounts at the rates determined from time to time under the *Penalty Interest Rates Act 1983 (Vic)*.
- 15.4 A Member must comply with any reasonable request or direction of any person employed by the Owners Corporation.
- 15.5 Any breach of a Rule or Guideline will entitle the Owners Corporation to issue proceedings and recover all costs incurred by the Owners Corporation as a debt against the Lot as the Owners Corporation deems appropriate from time to time.
- 15.6 A Member will on demand compensate the Owners Corporation in full in respect of any damage to the Common Property or property of the Owners Corporation caused by that Member or, Occupier or Invitees of that Member's Lot.
- 15.7 A Member will on demand pay all costs incurred by the Owners Corporation as a result of any breach of the Act, the Regulations or these Rules or the applicable Model Rules by a Member including:
- 15.7.1 legal costs of the Owners Corporation on a solicitor and own client indemnity basis;
 - 15.7.2 costs and charges payable to the Manager; and

- 15.7.3 payments made to any other person,
- but not including the personal time cost of any person acting in an honorary capacity including:
- 15.7.4 the chairperson;
- 15.7.5 the secretary; or
- 15.7.6 any Member.
- 15.8 Any amount owed under rule 15.7 will be due and payable as a debt due by the person in default or breach of such obligations to the Owners Corporation.
- 15.9 This Rule 15 evidences the resolution of the Owners Corporation to recover such costs and expenses from the person in default or breach of obligations to the Owners Corporation.
- 15.10 The Owners Corporation may recover any money owed to the Owners Corporation in any court of competent jurisdiction as a debt due to the Owners Corporation, including but not limited to the Victorian Civil and Administrative Tribunal and the Magistrates' Court.
- 15.11 Any payments received will be credited first as to the Owners Corporation's expenses as referred to in rule 15.7 then interest pursuant to the *Penalty Interest Rates Act* 1983 (Vic), then special fees and then to the oldest outstanding levies.

16. Consent of Owners Corporation

A consent given by the Owners Corporation under these Rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the Member for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

17. Complaints and Disputes

- 17.1 Any Dispute must be dealt with at first instance in accordance with this Rule 17.
- 17.2 A party to a Dispute must not initiate legal proceedings or complain to the Director in respect of the Dispute unless it has first complied with the dispute resolution procedure set out in this Rule 17.
- 17.3 The party making the complaint must in the first instance notify the Manager, or where the Manager is the subject of or involved in the Dispute, the Committee, of the Dispute in writing. The Manager must refer any complaint it receives to the Committee. Upon receipt of a complaint referred by the Manager or received directly from a Member, the Committee will then decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:
- 17.3.1 arrange a meeting between the parties to resolve the Dispute; or
- 17.3.2 waive the requirement for the parties to meet.
- 17.4 Notwithstanding the course of action elected by the Committee under Rule 17.3, the parties must consult with one another in good faith and use their best endeavours to resolve the Dispute to the mutual satisfaction of both parties without resort to legal proceedings or other avenues of dispute resolution.
- 17.5 Without limiting the generality of this Rule 17, where no formal complaint is made by a Member and the Owners Corporation otherwise becomes aware of a Dispute, the Owners Corporation (through the Manager or the Committee or otherwise) may decide (at its absolute discretion

having regard to the nature and urgency of the Dispute) whether to:

17.5.1 arrange a meeting between the parties to resolve the Dispute; or

17.5.2 waive the requirement for the parties to meet.

17.6 If the parties are unable to resolve the Dispute within 14 days (or such other period as the Committee thinks fit) of the meeting arranged pursuant to Rule 17.3 or 17.5, the parties may revert to the dispute resolution mechanisms set out in the Act or other Law.

18. Cost of Non-compliance

18.1 The Member must indemnify and keep indemnified the Owners Corporation on a full indemnity basis against any action, demand, cost, liability or loss incurred by the Owners Corporation as a consequence of any default by the Member in the performance or observance of any term, covenant or condition contained in these Rules, the Act or Regulations including, without limitation administrative costs, legal costs, the cost of any works performed to rectify any non-compliance and the cost incurred by the Owners Corporation in recovering overdue charges from the Member.

18.2 Without limiting any other Rule, if the Member is in default of any Rule, the Member is liable to pay for the costs of services provided by the Owners Corporation including but not limited to:

18.2.1 security and surveillance camera review under Rule 25; and

18.2.2 cleaning under Rule 32.1.3.

19. Charges imposed on Members

19.1 Any payments to the Owners Corporation imposed on a Member under the Rules, Act or Regulations will (until paid) be a charge on the Lot.

19.2 The Member must accept a certificate signed by the Manager or valid tax invoice issued by the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to any charge payable by a Member pursuant to these Rules.

19.3 The Member 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.

19.4 Any payments made for the purposes of these Rules, the Act or Regulations will be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

20. Warranties & Novation or assignment of contracts

20.1 The Vendor, the Developer or their builder or subcontractors (all the 'Developer') may at their discretion enter into time limited contracts to supply, service, clean, maintain and/or inspect building essentials services, other building services or functions, landscaping, or any other Common Property, and any other service or other contract deemed appropriate and necessary for the proper care and function of the Common Property.

20.2 The Developer must assign or novate and the Owners Corporation must accept, assignment or novation of the contracts referred to in Rule 20.1 at the first meeting of the Owners Corporation.

- 20.3 The Owners Corporation must maintain any contract assigned or novated to it under this Rule 20 to the end of its current term except where it is deemed that the contract is unreasonable or unnecessary or is replaced by a contract for similar services by the same service provider.
- 20.4 The Owners Corporation must comply with the terms of and properly manage any time or condition limited warranties for items, components or parts of the Common Property provided by subcontractors or suppliers so as to ensure they remain valid for the benefit of the Owners Corporation.
- 20.5 The Owners Corporation must ensure that it provides for or enters into contracts to provide for care, cleaning, maintenance and inspection of any item or component of Common Property to enable it to perform its obligations under the Law and these Rules upon the lapse of any subcontractor or supplier backed warranty or upon the end of any contract assigned or novated to it by the Developer.
- 20.6 Each must contribute its proportion of the cost incurred by the Owners Corporation in complying with this Rule 20 relative to the lot liability on the Plan.

21. Signage & Other Licences

- 21.1 The Owners Corporation may grant the Vendor and/or a third party as otherwise directed by the Vendor any lease or licence required by the Vendor or the Developer, including, without limitation a licence to place and maintain insignias, logos and other fixtures and fittings for marketing purposes on the Common Property.
- 21.2 A Member must not hinder or impede the Vendor and/or any third party from exercising its rights under any agreement entered into under this Rule 21.
- 21.3 The Owners Corporation must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 21.
- 21.4 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting or ballot of the Owners Corporation which would impede the powers of the Owners Corporation under this Rule 21.

22. Fire

- 22.1 A Member must ensure compliance with all statutory and other requirements, including those of the Owners Corporation, relating to fire and fire safety in respect of its Lot.
- 22.2 A Member must not use interfere or tamper with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 22.3 A Member must ensure that all smoke detectors installed in its Lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.
- 22.4 A Member must ensure all Occupiers are aware of the fire alarm warning system. There is an alert tone which may be followed by an evacuation tone. All Members MUST vacate the Building on the evacuation tone. Anyone remaining in the Building does so at their own risk.
- 22.5 A contractor nominated by the Owners Corporation will maintain the Building's Essential Services Measure. Members and the Occupiers must, upon receiving 7 days notice, provide any such contractor with access to their Lot for the purpose of performing these maintenance activities. Failure to provide access, resulting in additional costs incurred by the Owners Corporation, will see this cost be recovered as a debt from the responsible Lot.

- 22.6 To avoid any false alarm callout by the Metropolitan Fire Brigade (Fire Rescue Victoria), a Member, Occupier or Invitee must not:
- 22.6.1 cause or allow to be caused, whether negligently or otherwise, any circumstances where fire, smoke, fumes or vapour from within the Lot activates the smoke detector system, fire alarm system or sprinkler system;
 - 22.6.2 open any door from the Lot leading to the Common Property in circumstances where fire, smoke, fumes or vapour from the Lot might enter the Common Property. In circumstances where there is no danger to life, only can windows be opened to allow smoke, fumes or vapour to escape from the Lot;
 - 22.6.3 open any door from the Lot leading to the Common Property whilst having steam cleaning or dry cleaning of carpeting or other soft furnishings undertaken; or
 - 22.6.4 leave open any door from the Lot leading to the Common Property whilst building works or refurbishment works are being undertaken to the Lot.
- 22.7 A Member or the Occupier is responsible and liable for the maintenance of the Essential Services Measure items located within their private Lots to obtain an Annual Essential Services Maintenance Report.
- 22.8 A Member must pay any charges by any fire authority from a false alarm from the activation of a smoke detector in the Lot or from a false alarm otherwise occasioned by the Member or by any other person for whom the Owner or Occupier could be held responsible. The Owners Corporation may recover as a debt any such amounts levied against it from the responsible Lot.

23. Owners Corporation access to the Lots

- 23.1 Except in the case of an emergency (in which case no notice is required), upon seven (7) days' notice in writing the Owners Corporation, the Manager and its agents and contractors will be permitted to:
- 23.1.1 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 therein (at the expense of the Member in cases where such leakage or defect is due to any act or default of the said Member, Occupier or Invitees); and
 - 23.1.2 access the interior of any Lot to remove any signage which is illegal or not in compliance with the requirements of these Rules.
- 23.2 The Owners Corporation or Manager, in exercising its power pursuant to rule 23.1, will ensure that its agents and employees cause as little inconvenience to the Member or the Occupier as is reasonable in the circumstances.
- 23.3 Members must immediately, in the case of an emergency or otherwise on seven (7) days' notice, provide unconditional access to the Lot for the purposes of repairs and maintenance of the Building.
- 23.4 A Member must and must ensure that an Occupier of its Lot will at reasonable times and on reasonable prior written notice allow the Owners Corporation and the Manager and their employees, agents and contractors access through the Lot to the cleaning apparatus to conduct cleaning and maintenance on the outside of the Building, including but not limited to any garden areas located on the Lot and provide such access as necessary to maintain the vertical gardens on all boundaries.
- 23.5 If access is not provided pursuant to this Rule 23, on further written notice being provided, the

Owners Corporation or Manager will be deemed to have been granted an irrevocable licence to access the Lot for the purposes of this Rule 23.

24. Security

- 24.1 A Member must not do or permit anything to be done that may prejudice the security or safety of the Common Property or any person in or around the Building. Without limiting the generality of this requirement, Members must not allow any unknown persons to enter the Building.
- 24.2 The Owners Corporation reserves all rights to view any security video or photographs taken in or around the Building and, if offenders are identified from that video or still photographs, to provide such evidence to police to aid in prosecution.
- 24.3 The Owners Corporation reserves all rights to recover from those Lots responsible for damages, the costs for any repairs or replacement for damaged or stolen Common Property fixtures or fittings and all costs to view and retrieve such footage where the Member, Occupier or Invitees of the Lot have been identified on the surveillance equipment as responsible.
- 24.4 A Member must not permit the installation of any video camera or other recording devices on the exterior of their Lot or in any location where it would record activities on common property or within other private Lots.

25. Use Of Lifts

- 25.1 A Member must not, and must ensure that their invitees must not:
- 25.1.1 hold the lift door open and/or prevent the doors of the lift from closing for a lengthy period of time to the extent of interfering with the normal operation of, or the other Members', Occupiers' or Invitees' use of the lifts;
 - 25.1.2 press any buttons other than the one for the floor or level that the lift is required to stop at;
 - 25.1.3 rock or jump inside a lift as doing so may cause the lift to stop between floors; and
 - 25.1.4 use the lifts where there is any risk of fire. The Member must only use emergency stairs where there is a risk of fire.
- 25.2 If a lift stops between floors for any reason the Member, Occupier or Invitee must call the telephone number on the emergency telephone.
- 25.3 The Owners Corporation will recover as a debt against the offending Lot any costs incurred as a result of a breach of this rule by any Member, their invitee or associated parties.

26. Pets and Animals

- 26.1 A Member:
- 26.1.1 may not keep any animal upon a Lot unless it has first notified the Manager;
 - 26.1.2 must comply with guidelines for the control of pets set by the Manager from time to time;
 - 26.1.3 must ensure that any animals kept on a Lot are appropriately microchipped and registered with the relevant Governmental Agency;
 - 26.1.4 must ensure that they obtain any licences or permits required for any animals kept on their Lot. A Member must provide the Owners Corporation with a copy of such

licences or permits upon the Owner's Corporation's request;

- 26.1.5 must not permit any animal or pet to be left unattended on the Common Property at any time;
 - 26.1.6 must regularly clean vomit, urine and faeces and other debris caused by any pet or animal from their balcony/terrace/patio or courtyard;
 - 26.1.7 must 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);
 - 26.1.8 must not keep any animal upon a balcony/terrace/patio or courtyard unattended;
 - 26.1.9 must not keep any animal upon a 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; and
 - 26.1.10 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.
- 26.2 If the Owners Corporation resolves that any pet or animal within a Lot or the Building is in breach of these Rules or otherwise is causing a nuisance to other Members:
- 26.2.1 the Owners Corporation may issue a notice to the Member giving the Member 28 days to rectify the breach;
 - 26.2.2 if the Member fails to rectify the breach after 28 days then the Owners Corporation may pass a resolution that the pet or animal is causing a nuisance and must be removed from the Building; and
 - 26.2.3 the notice of resolution will be issued to the Member or Occupier giving 7 days notice to remove the animal.

27. Artwork

- 27.1 The Owners Corporation must clean and maintain when reasonably required (and at least annually) and keep in good repair any public artwork in the Common Property.
- 27.2 A Member or Occupier must not obstruct, interfere with or deface any such public artwork.

28. Building Management

- 28.1 Each Member acknowledges that:
 - 28.1.1 a Building Manager will be engaged by Owners Corporation to service the residents of the Building, assist with functions and bookings with respect to parts of the Common Property within the Building; and
 - 28.1.2 the Building Manager's office or desk will be located on Common Property.
- 28.2 A Member must not either directly or indirectly do anything to interfere with or restrict the role or functions of the Building Manager and must comply with the reasonable directions of the Building Manager from time to time.
- 28.3 The hours of operation of the Building Manager will be at the discretion of the Owners

Corporation. The Owners Corporation may change the Building Manager's hours of operation at any time at its absolute discretion.

29. Proximity Cards

- 29.1 A Member in possession of a Proximity Card must:
- 29.1.1 keep the Proximity Card for their exclusive use and must not give the Proximity Card to any other person;
 - 29.1.2 not duplicate the card or permit it to be duplicated without the Owners Corporation's prior written permission;
 - 29.1.3 take all reasonable precautions to ensure that the Proximity Card is not lost or handed to a person other than the Member and not to dispose of the Proximity Card in any way other than by returning it;
 - 29.1.4 promptly notify the Owners Corporation if a Proximity Card is lost or destroyed;
 - 29.1.5 not request, demand or require the Owners Corporation to provide them with additional Keys in order to access the Common Property which exceeds the Active Proximity Card Limit;
 - 29.1.6 ensure that only the owner of the Lot has authority to replace any Proximity Card; and
 - 29.1.7 include in any lease or licence of a Lot a condition or obligation requiring the return of the Proximity Card to the Owners Corporation upon demand by the Owners Corporation acting reasonably.
- 29.2 The Owners Corporation may make a number of Proximity Cards as deemed appropriate available to Members free of charge. The Owners Corporation, its Manager or agent may charge a reasonable fee for any additional Proximity Cards required by a Member.
- 29.3 The Owners Corporation may determine the number of Proximity Cards available to each Lot.
- 29.4 The Owners Corporation may, at its discretion and from time to time, audit the number of Proximity Cards issued within the Building and request that unused Proximity Cards be returned to the Manager for cancellation or re-issue to another Lot.
- 29.5 The Member must pay the cost of replacing any lost, stolen or destroyed Proximity Card issued to them.

30. Penalty Interest

Owners Corporation fees, reimbursements and the like are due and payable on the due date as specified on the fee notice. The Manager is authorised to charge interest on any amount outstanding after the due date at the penalty interest rate as prescribed under the *Penalty Interest Rates Act 1983* (Vic) or as amended from time to time.

31. Use of Car Park Lots

- 31.1 A Member must not:
- 31.1.1 park or leave a vehicle on Common Property so as to obstruct any driveway or entrance to a Lot, or in any place other than in parking areas specified by the Owners Corporation from time to time and must observe any parking directions given orally or published by the Manager from time to time in respect of parking;

- 31.1.2 park or permit to be parked any vehicle, trailer or motor cycle other than within Car Park Lots attached to the Lot and the Owners Corporation reserves the right to remove offending vehicles, trailers or motor cycles;
 - 31.1.3 permit oil leakages from any motor vehicle, trailer or motor cycle onto Common Property or Car Park Lot and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the Car Park Lot or other part of the Common Property after due notice has been served. The Owners Corporation reserves the right to clean any Common Property adjacent to the Members Car Park Lot which is stained by oil, petrol or a like substance and charge that Member for the cost. The Owners Corporation will give fourteen (14) days' notice of its intention to do such cleaning;
 - 31.1.4 place any goods, furniture, electrical appliances and the like on Car Park Lot. The Owners Corporation reserves the right to remove and dispose of any items left in a Car Park Lot or on Common Property without consent;
 - 31.1.5 permit any vehicle to be commercially cleaned, serviced or repaired in a Car Park Lot other than when the RACV or similar is required. In this case the Member must be present at all times;
 - 31.1.6 ride a bicycle on Common Property except for the purpose of arriving or departing from the Building;
 - 31.1.7 permit any bicycle to be stored other than in the areas (if any) of the Common Property that may be designated by the Owners Corporation or Manager for such purpose and fitted with bicycle racks from time to time;
 - 31.1.8 drive or permit to be driven any motor vehicle into or over the Common Property which exceed any weight or height limitations which apply to the basement car park; or
 - 31.1.9 use a Car Park Lot for a commercial purposes (this Rule 32.1.9 does not apply to Retail Lots).
 - 31.1.10 In accordance with the approved permit for the development and in particular the associated fire engineering report (23031) Management in Use, No storage is permitted within each private garage. If future storage is proposed in private garages, further assessment will be required. This requirement forms part of the occupancy permit and the building's Essential Safety Measures (ESM) and will be enforced by the Owners Corporation.
- 31.2 A Member must:
- 31.2.1 comply with the Car Park Management Plan;
 - 31.2.2 ensure all drivers exercise due care while driving in or about the car park so as not to cause danger or concern to any person or property, including not exceeding a speed limit of 20 kilometers per hour ; and
 - 31.2.3 maintain insurance for vehicles parked or kept on the Common Property or Car Park Lot.
- 31.3 The Owners Corporation will not be responsible for:
- 31.3.1 any damage sustained by any Member's, Occupier's or Invitee's vehicle while upon or entering or leaving a Car Park Lot or Common Property;

- 31.3.2 the theft of any vehicle parked in a Car Park Lot; or
- 31.3.3 the theft of any contents from a vehicle parked in a Car Park Lot.
- 31.4 If a Member does not comply with any of Rules 31.1 and 31.2, then without limiting its other rights of access or action the Owners Corporation may engage an external operator with the power to remove or have towed away (and to retain until the costs of removal, towing and storage are paid by the Member, whoever is responsible) any vehicle which has been placed in the Car Park outside of a private Lot.

32. Advertising and Signage for Retail Lots

- 32.1 An Owner or Occupier of a Retail Lot must not affix more than one a sign to its Retail Lot.
- 32.2 Signage proposals must be submitted to the Owners Corporation for approval.
- 32.3 The sign must comply with all legislative requirements including any planning permits and requirements of local council and relevant authorities.
- 32.4 An Owner or Occupier of a Retail Lot must:
 - 32.8.1 After make good any damage caused by the installation or removal of any sign affixed to its Retail Lot;
 - 32.8.2 not display handwritten signs or notices which are visible from the exterior of their Retail Lot;
 - 32.8.3 not affix posters, flyers or temporary signs to the internal or external of any glazing visible from the exterior of the building; and
 - 32.8.4 not affix posters, flyers or temporary signs on any areas of the Common Property.

33. Roof Access implied easement

- 33.1 The Member acknowledges and agrees that to the extent permissible under the Act, the Owner will permit the Owners Corporation or its authorised representative to access roof area for the cleaning of gutters and the maintenance of rooves. If the Owners Corporation requires access to a Lot for:
 - 33.1.1 cleaning or repairs to parts of the Lot which are deemed unsafe to access ;or
 - 33.1.2 the cleaning or maintenance of any external surfaces of the Development, then the Occupier must allow the Owners Corporation or its contractors any access to the Lot which it requires in order to carry out the cleaning or repairs.
- 33.2 The Member acknowledges that while any such cleaning or repairs may not specifically affect their particular Lot, access to the Lot or roof may be required in order to carry out cleaning or repairs.
- 33.3 For the avoidance of doubt, the Member acknowledges that roof access points are located as follows:
 - 33.3.1 access hatches are located within townhouse lots T54, T63, T70 & T78; and
 - 33.3.2 roof ladder bracket access points are located within townhouse lots T6, T12, T17 & T18.



Date / /2024

**Owners Corporation Rules
Chapel Park**

Limited Owners Corporation Rules: Retail Lots

Owners Corporation No. 2 on Plan of Subdivision PS843057S



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Owners Corporation Rules – Chapel Park

Limited Owners Corporation Rules – Commercial/Retail Lots

NOTES

The Act and Regulations detail the powers of the Owners Corporation(s), the general duties of members, meetings and administration of the Owners Corporation(s), insurance and other miscellaneous matters. These Rules must be read in conjunction with the Act, Regulations and the model rules prescribed under the Regulations.

1. Commercial Area

- 1.1 Without limiting any other rule, any Member that owns a Retail Lot, or any Occupier of a Retail Lot, must:
 - 1.1.1 ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
 - 1.1.2 ensure all cardboard and paper waste is cut up or folded and neatly contained in bins;
 - 1.1.3 store all bins, bottles, cardboard/paper and any other refuse within the relevant Retail Lot (but not any car park forming part of that Retail Lot) and must not store bins, bottles, cardboard/paper or any other refuse on Common Property except when this is the 'bin collection area' nominated by the Owners Corporation;
 - 1.1.4 ensure any perishable rubbish must be hidden from view;
 - 1.1.5 ensure washing down of bins must only be carried out within the lot, excluding car spaces, or any other bin store area designated by the Owners Corporation from time to time;
 - 1.1.6 comply with all health, noise and other regulations in carrying on the business from the Retail Lot;
 - 1.1.7 ensure any mechanical fluing must be charcoal filtered or equivalent to not emit any odors onto common areas or in such a manner they enter other private Lots;
 - 1.1.8 ensure small utility deliveries are to be between 5:30am-6:00pm Monday to Friday and 6:30am – 6:00pm Saturdays and Sundays or on such other times as agreed with the Owners Corporation;
 - 1.1.9 ensure large deliveries are to be between 8:00am – 6:00pm Monday to Sunday;
 - 1.1.10 not permit electronic gaming machines;
 - 1.1.11 make all reasonable attempts to address/treat any odours that emanate from the Retail Lot;
 - 1.1.12 ensure that all wall, floor and ceiling linings and treatments are acoustically



treated to ensure that an acoustic performance level of STC30 is achieved and/or as documented in any planning or building permit; and

- 1.1.13 comply with the Waste Management Plan as amended from time to time.
- 1.2 Nothing herein will prevent or prohibit a Member of a Retail Lot from carrying on its reasonable business operations within a Retail Lot and to apply for, and obtain, any planning permit, liquor licence, or any other legislative consent or permit which the owner of any Retail Lot may apply for, provided that all times the Member or Occupier of any such Retail Lot:
 - 1.2.1 operates lawfully;
 - 1.2.2 obtains each and every permit, liquor licence or other consent required; and
 - 1.2.3 operates within the terms of any such liquor licence, permit or consent.
- 1.3 The Member of any Retail Lot will be responsible for all costs associated with the cleaning, repairs and maintenance of the areas licensed to them. The Member will be responsible for ensuring that these areas are kept in a pristine condition at all times.
- 1.4 Any Member of a Retail Lot will be entitled to reasonable access during business hours for invitees and customers through those parts of the Common Property necessary for usual business practice.

2. Delivery of goods

- 2.1 The Member of a Retail Lot when receiving a delivery must only receive it:
 - 2.1.1 in a manner, in areas and during times determined by the Owners Corporation, subject to the requirements of the Planning Permit (if any, and as amended from time to time) and any other permit affecting the Retail Lot, to cause the least disruption and inconvenience to other Members;
 - 2.1.2 using a trolley with rubber wheels; and
 - 2.1.3 so that any trolley does not mark the floor of the Retail Lot, Common Property or Building and makes minimal noise.
- 2.2 The Member of a Retail Lot must obtain the prior written consent of the Owners Corporation before any heavy articles are brought into the Retail Lot or Common Property or the Building.
- 2.3 A Member of Retail Lot must appoint an employee or agent of the Member to act as a warden of the Retail Lot and must accept safety instructions about fire and other emergencies.
- 2.4 A Member of a Retail Lot must ensure that at all time the noise emanating from its Retail Lot must comply with the State Environment Protection Policy N-1 (Noise from commerce industry and trade).

3. Grease Trap for Retail Lots

- 3.1 A Member of a Retail Lot will not connect to or use a grease trap except in compliance with the terms and conditions contained in these Rules or Model Rules.
- 3.2 Before connecting to or installing a grease trap, the Member must:

- 3.2.1 provide the Owners Corporation with a copy of any requisite approval of the relevant Water Authority, including all conditions of approval, drawing and specification;
- 3.2.2 obtain the written approval of the Owners Corporation, which approval may be subject to conditions about the method of connection to the grease trap, how the grease trap is to be cleaned and maintained, including the frequency of cleaning and maintenance;
- 3.2.3 enter into all necessary arrangements and contracts for cleaning and pump out in compliance with the requirements of the relevant Water Authority and Government Authority; and
- 3.2.4 ensure that all connections to the grease trap and pump out design is such that the designated pump out location will be from the external of the building, with no vehicle permitted to pump out, or carry pumping equipment through the basement, car park, or any area within the common property, other than the designated pump out pipework put in place within the construction of the building.
- 3.3 After connection the Member must provide the Owners Corporation with a certificate of compliance from the licensed plumber who carried out the work.
- 3.4 In using a grease trap, the Member must:
 - 3.4.1 comply with the terms of contracts and arrangements entered into with any pump out contractor and any other necessary contractor; and
 - 3.4.2 only use the grease trap for its intended purpose as a grease trap and not for any other plumbing purpose.
- 3.5 A Member of a Retail Lot served by using a particular grease trap will be responsible for keeping any connection to the grease trap to it:
 - 3.5.1 properly and adequately maintained in a state of good and serviceable repair; and
 - 3.5.2 adequately clean and free of vermin.
- 3.6 A Member of a Retail Lot serviced by or using a particular grease trap will be responsible for all costs associated herewith as well as any additional requirements that the Owners Corporation resolves appropriate to ensure minimal disruption to the other Members, Occupiers or Invitees.
- 3.7 The Owners Corporation by its employee and agents will be entitled to have access to the grease trap and connections to the grease traps the subject of this Rule 3 upon reasonable notice to a Member to inspect such areas or for any other purpose permitted under registered rules.

4. Mechanical Ventilation (Kitchen Exhaust) for Retail Lots

- 4.1 A Member of a Retail Lot will not connect to the mechanical ventilation system for kitchen exhausts except in compliance with the terms and conditions contained in these Rules or Model Rules.

- 4.2 Before connecting to the mechanical ventilation system, the Member must provide the Owners Corporation with a copy of any requisite approval of the relevant Authority, including all conditions of approval, drawing and specification;
- 4.3 After connection the Member must provide the Owners Corporation with a certificate of compliance from the licensed plumber who carried out the work.
- 4.4 In using the mechanical ventilation system, the Member must:
 - 4.4.1 comply with the terms of contracts and arrangements entered into with any pump out contractor and any other necessary contractor; and
 - 4.4.2 only use the mechanical ventilation system for its intended purpose for kitchen exhaust and not for any other ventilation purpose.
- 4.5 A Member of a Retail Lot served by using the mechanical ventilation system for kitchen exhaust will be responsible for keeping any connection to the mechanical ventilation system:
 - 4.5.1 properly and adequately maintained in a state of good and serviceable repair; and
 - 4.5.2 adequately clean and free of vermin.
- 4.6 A Member of a Retail Lot serviced by or using the mechanical ventilation system will be responsible for all costs associated herewith as well as any additional requirements that the Owners Corporation resolves appropriate to ensure minimal disruption to the other Members, Occupiers or Invitees.
- 4.7 The Owners Corporation by its employee and agents will be entitled to have access to the mechanical ventilation system and connections to the mechanical ventilation system the subject of this Rule 4 upon reasonable notice to a Member to inspect such areas or for any other purpose permitted under registered rules.

5. Recovery of Costs – Grease Trap and Mechanical Ventilation (Kitchen Exhaust)

- 5.1 The Owners Corporation shall arrange regular cleaning and maintenance of the Grease Trap and mechanical ventilation systems which are available for Retail Lot connection, with the costs to be invoiced to Retail Lots connected to each system.
 - 5.1.1 The cleaning and maintenance costs for the mechanical ventilation systems shall be divided by the number of connected Retail Lots and invoiced to each Retail Lot individually.
 - 5.1.2 The cleaning and maintenance costs for the Grease Trap shall be divided by the number of connected Retail Lots and invoiced to each Retail Lot individually based on their proportional volume of waste contributed in accordance with endorsed permits.
- 5.2 Owners of Retail Lots connected to a Grease Trap and/or the mechanical ventilation systems must ensure that they will pay all Owners Corporation invoices for the cleaning and maintenance of each connected system. Any unpaid amounts will be recovered as a debt to the Owners Corporation in accordance with these Rules and the Act.

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Use Victoria.

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Owners Corporations Regulations 2018
S.R. No. 154/2018

Schedule 3—Statement of advice and information for prospective purchasers
and lot owners

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.

ENDNOTES

Endnotes

ⁱ Reg. 3: S.R. No. 130/2007 as amended by S.R. Nos 33/2011 and 114/2014 and extended in operation by S.R. No. 119/2017.

Fee Units

These Regulations provide for fees by reference to fee units within the meaning of the **Monetary Units Act 2004**.

The amount of the fee is to be calculated, in accordance with section 7 of that Act, by multiplying the number of fee units applicable by the value of a fee unit.

The value of a fee unit for the financial year commencing 1 July 2018 is \$14.45. The amount of the calculated fee may be rounded to the nearest 10 cents.

The value of a fee unit for future financial years is to be fixed by the Treasurer under section 5 of the **Monetary Units Act 2004**. The value of a fee unit for a financial year must be published in the Government Gazette and a Victorian newspaper before 1 June in the preceding financial year.

Penalty Units

These Regulations provide for penalties by reference to penalty units within the meaning of section 110 of the **Sentencing Act 1991**. The amount of the penalty is to be calculated, in accordance with section 7 of the **Monetary Units Act 2004**, by multiplying the number of penalty units applicable by the value of a penalty unit.

The value of a penalty unit for the financial year commencing 1 July 2018 is \$161.19.

The amount of the calculated penalty may be rounded to the nearest dollar.

The value of a penalty unit for future financial years is to be fixed by the Treasurer under section 5 of the **Monetary Units Act 2004**. The value of a penalty unit for a financial year must be published in the Government Gazette and a Victorian newspaper before 1 June in the preceding financial year.

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub-committee without reference to the owners corporation.

3 Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
 - (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
-

- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
 - (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
 - (3) An approval under subrule (2) may state a period for which the approval is granted.
 - (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
 - (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
 - (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
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- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
 - (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
 - (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
-

- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
 - (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
 - (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
-

- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
 - (2) The party making the complaint must prepare a written statement in the approved form.
 - (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
 - (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
 - (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
 - (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
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- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
 - (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
 - (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
 - (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
 - (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.
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Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Use Victoria.

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

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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.

ENDNOTES

Endnotes

ⁱ Reg. 3: S.R. No. 130/2007 as amended by S.R. Nos 33/2011 and 114/2014 and extended in operation by S.R. No. 119/2017.

Fee Units

These Regulations provide for fees by reference to fee units within the meaning of the **Monetary Units Act 2004**.

The amount of the fee is to be calculated, in accordance with section 7 of that Act, by multiplying the number of fee units applicable by the value of a fee unit.

The value of a fee unit for the financial year commencing 1 July 2018 is \$14.45. The amount of the calculated fee may be rounded to the nearest 10 cents.

The value of a fee unit for future financial years is to be fixed by the Treasurer under section 5 of the **Monetary Units Act 2004**. The value of a fee unit for a financial year must be published in the Government Gazette and a Victorian newspaper before 1 June in the preceding financial year.

Penalty Units

These Regulations provide for penalties by reference to penalty units within the meaning of section 110 of the **Sentencing Act 1991**. The amount of the penalty is to be calculated, in accordance with section 7 of the **Monetary Units Act 2004**, by multiplying the number of penalty units applicable by the value of a penalty unit.

The value of a penalty unit for the financial year commencing 1 July 2018 is \$161.19.

The amount of the calculated penalty may be rounded to the nearest dollar.

The value of a penalty unit for future financial years is to be fixed by the Treasurer under section 5 of the **Monetary Units Act 2004**. The value of a penalty unit for a financial year must be published in the Government Gazette and a Victorian newspaper before 1 June in the preceding financial year.
