

---

# Vendor statement

Pursuant to section 32 Sale of Land Act 1962

and

# Contract of sale of land

---

Property address: 625 Glen Huntly Road, Caulfield , Victoria 3162

---

Vendor: U & KVR Developments Pty Ltd ACN 169 204 317

---

Purchaser:

---

Prepared by  
**Mayfair Legal**  
Level 13, 10 Queens Road  
Melbourne VIC 3004  
PO Box 6434, Melbourne VIC 3004  
Email: ml@mayfairlegal.com.au  
Ref: IF:MA:24170

# Vendor statement

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

This statement must be signed by, or on behalf of, the vendor and given to the purchaser before the purchaser signs the contract.

The parties may sign by electronic signature.

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

**Land:** 625 Glen Huntly Road, Caulfield , Victoria 3162

## SIGNED BY THE VENDOR

Name: **U & KVR Developments Pty Ltd** ACN 169 204 317

On 18 / 08 / 2022



Director

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'

## SIGNED BY THE PURCHASER

Name:

On \_\_\_ / \_\_\_ / 20\_\_\_

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'

**SUMMARY PAGE OF THE VENDOR STATEMENT (Please tick)**

✓	Topic	✓	Topic	✓	Topic
✓	Attachments		Subdivision		Building insurance
✓	Title	✓	Owners corporation		Terms contract
✓	Land use & services		Notices		Sale subject to mortgage
✓	Planning		Building permits		(GAIC) Growth areas infrastructure contribution
✓	Financial matters		Owner builder insurance		Disclosure of energy information

**ATTACHMENTS**

Any certificates, documents and other attachments may be annexed or further information added here.

Attached.

Further information:

**TITLE**

(a) Attached are copies of the following documents:

Register Search Statement and the document referred to as the diagram location in the Register Search Statement.

General Law Title.

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

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

Not Applicable

**LAND USE AND SERVICES**

(a) **Easements, covenants, or other similar restrictions**

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

Attached copies of title document/s.

**OR**

Full description:

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

**(b) Services**

The following services are **NOT** connected to the land:

Electricity supply     Gas supply     Telephone     Water supply     Sewerage

**(c) Road access**  Yes  No

**PLANNING**

**(a) Planning scheme**

Attached is a certificate with the required specified information.

**(b) Designated bushfire prone area**

Yes  No Under [section 192A](#) of the Building Act 1993

**FINANCIAL MATTERS**

**(a) Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest**

Contained in the attached certificate/s.

**(b) Particulars of any charge under any Act**

Amount owing:  To chargee:

Other particulars, including dates and times of payments:

**OWNERS CORPORATION**

**(c) Owners corporation certificate**

Not required – inactive\* 2-lot subdivision.

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

Attached.

*Required in all other cases, including inactive owners corporation of more than 2 lots in which case the vendor must provide the certificate.*

**(d) Insurance**

Not required – no common property.

Not required – 2-lot subdivision.

Required\* – See owners corporation certificate attached.

*\* Required in all other cases if there is common property.*

# DUE DILIGENCE CHECKLIST

Consumer Affairs Victoria

## What you need to know before buying a residential property

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

### Urban living

#### Moving to the inner city?

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

Is the property subject to an owners corporation?

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

### Growth areas

#### Are you moving to a growth area?

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

### Flood and fire risk

#### Does this property experience flooding or bushfire?

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

### Rural properties

#### Moving to the country?

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

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

#### Can you build new dwellings?

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

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

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

### Soil and groundwater contamination

#### Has previous land use affected the soil or groundwater?

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

### Land boundaries

Do you know the exact boundary of the property?

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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

# Contract of sale of land

**Property address:** 625 Glen Huntly Road, Caulfield , Victoria 3162

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, the general conditions and any special conditions in that order of priority.

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

Section 31 of the Sale of Land Act 1962

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

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

If you end the contract in this way, 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.

### 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.**

## NOTICE TO PURCHASERS OF PROPERTY 'OFF-THE-PLAN'

### Off-the-plan sales

Section 9AA(1A) of the Sale of Land Act 1962

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

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

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

**WARNING: 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 parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney, as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER**

On \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_\_

\_\_\_\_\_  
*Print name of person signing.*

*State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.*

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

**SIGNED BY THE VENDOR**

On \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_\_

\_\_\_\_\_  
*Konstantin Roussov, Director*

*State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.*

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



# PARTICULARS OF SALE

**VENDOR'S AGENT**

Name		Phone		Fax	
Address		Email			

**VENDOR**

**PRACTITIONER – SOLICITOR/CONVEYANCER**

<b>Name</b>	U & KVR Developments Pty Ltd ACN 169 204 317	<b>Name</b>	Mayfair Legal		
		<b>Address</b>	Level 13, 10 Queens Road, Melbourne VIC 3004 PO Box 6434, Melbourne VIC 3004		
<b>Address</b>	169 East Boundary Road, Bentleigh East, VIC 3165 Australia	<b>Contact</b>	Ilya Fisher		
		<b>Email</b>	ifisher@mayfairlegal.com.au		
<b>ACN/ABN</b>	169 204 317	<b>Phone</b>	03 9868 9982	<b>Fax</b>	03 9868 9983

**PURCHASER**

**PRACTITIONER – SOLICITOR/CONVEYANCER**

<b>Name</b>		<b>Name</b>			
		<b>Address</b>			
<b>Address</b>		<b>Contact</b>			
		<b>Email</b>			
<b>ACN/ABN</b>		<b>Phone</b>		<b>Fax</b>	
<b>Guarantor</b>					

**LAND**

*General conditions 3 and 9*

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume 12091	Folio 996	A	PS734945U
Volume	Folio		

**OR**

The land includes all improvements and fixtures.

---

**Property address**

The address of the land is:

625 Glen Huntly Road, Caulfield VIC 3162

---

**Goods sold with the land***General condition 2(a)(vi)*

Goods sold with land are:

 Listed in attached schedule.**OR** Listed as follows:

---

**PAYMENT***General condition 11*

Price: \$

Plus GST: \$

Payable by purchaser in addition to price – *Insert 'Nil' if no GST payable by purchaser*

Total price: \$

Payable by purchaser

---

Deposit: \$

By / / 20 of which \$ has been paid

---

Balance: \$

Payable at settlement

---

Foreign resident vendor:  Value \$750,000 or more*See general condition 15(f) and (g).*

---

**GST***General condition 13* **No**, because: **Yes**, because: Vendor not registered or required to be registered Purchaser entitled to input tax credit Existing residential premises Purchaser **NOT** entitled to input tax credit Not in the course or furtherance of an enterprise Margin scheme applies Going concern Mixed supply Farmland used for farming business or sale of subdivided farmland to an associate

---

**GST withholding***Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)*

---

Notice required to be given by vendor  Yes  No

---

Withholding required by purchaser  Yes  No

---

No withholding for residential premises because:

No withholding for potential residential land because:

 Vendor not registered or required to be registered Vendor not registered or required to be registered The premises are not new The land includes a building used for commercial purposes The premises were created by substantial renovation The purchaser is registered for GST and acquires the property for a creditable purpose

---

The premises are commercial residential premises

**SETTLEMENT**

*General condition 10*

Is due on        /        /20

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

- The above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

The plan of subdivision must be registered within                      [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) or 9(b) shall apply.

**LEASE**

*General conditions 1(a)(iii) and 22*

At settlement the purchaser is:

- Entitled to vacant possession.

**OR**

**Subject to a lease**, particulars of which are:

- Attached; or
- As follows:

**TERMS CONTRACT**

*Add special conditions.*

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962.

- Yes     No

**LOAN**

*General condition 14(a)-(d)*

This contract is subject to a loan being approved within:

- 21 days    **OR**     14 days from the contract date (approval period)

Lender:

Loan amount: \$

**BUILDING AND PEST REPORT**

*General condition 14(e)-(f)*

This contract is subject to:

- Building report. Provider:
- Pest report. Provider:

**Special conditions**

- Yes     No

1.

2.

3.

# Contract of sale of land 2022 edition

## Part 2 General Conditions

**The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.**

### Contents

- |  |                                      |
|--|--------------------------------------|
| 1. Encumbrances                          | 15. Adjustments                      |
| 2. Vendor warranties                     | 16. Time                             |
| 3. Identity of the land                  | 17. Service                          |
| 4. Services                              | 18. Nominee                          |
| 5. Consents                              | 19. Liability of signatory           |
| 6. Transfer                              | 20. Guarantee                        |
| 7. Electronic settlement                 | 21. Notices                          |
| 8. Builder warranty insurance            | 22. Lease                            |
| 9. Off the plan                          | 23. Loss or damage before settlement |
| 10. Settlement                           | 24. Abandoned goods                  |
| 11. Payment                              | 25. Default                          |
| 12. Stakeholding                         | 26. Interest                         |
| 13. Goods and Services Tax               | 27. Default notice                   |
| 14. Loan, building report or pest report | 28. Rescission notice                |

### 1. Encumbrances

---

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

---

- (a) The vendor warrants that the vendor:
  - (i) Has, or by the due date for settlement will have, the right to sell the land; and
  - (ii) Is under no legal disability; and
  - (iii) Is in possession of the land, either personally or through a tenant; and
  - (iv) 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
  - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
  - (i) Public rights of way over the land;
  - (ii) Easements over the land;
  - (iii) Lease or other possessory agreement affecting the land;
  - (iv) 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;
  - (v) Legal proceedings which would render the sale of the land void, voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:

- (i) 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
- (ii) 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
- (iii) 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.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

### **3. Identity of the land**

---

- (a) 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.
- (b) The purchaser may not:
  - (i) Make any objection or claim for compensation for any alleged

misdescription of the property or any deficiency in its area or measurements; or

- (ii) Require the vendor to amend title or pay any cost of amending title.

### **4. Services**

---

- (a) 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.
- (b) 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**

---

- (a) Unless settlement is to be conducted electronically, the transfer of land 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.
- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

### **7. Electronic settlement**

---

- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.

- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

## **8. Builder warranty insurance**

---

The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

## **9. Off the plan**

---

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
  - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
  - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;
  - (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:
    - A. The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
    - B. The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
    - C. The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and

D. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **10. Settlement**

---

- (a) At settlement:
  - (i) The purchaser must pay the balance of purchase money; and
  - (ii) The vendor must:
    - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and

- C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

## **11. Payment**

---

- (a) The purchaser must pay the deposit:
  - (i) To the vendor's licensed estate agent; or
  - (ii) If there is no estate agent:
    - A. To the vendor's legal practitioner or conveyancer; or
    - B. 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.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (i) Must not exceed 10% of the price; and
  - (ii) 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.
- (d) The purchaser must pay all money other than the deposit:
  - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
  - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
  - (i) In cash; or
  - (ii) By cheque drawn on an authorised deposit taking institution; or
  - (iii) At the direction of the vendor, by cheque drawn on a trust account; or

- (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.
- (f) At settlement, the purchaser must pay the fees on up to 3 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 bear the fees incurred for additional cheques.
- (g) For the purpose of this contract '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.

## **12. Stakeholding**

---

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
  - (i) General condition 12(a) has been satisfied; and
  - (ii) The purchaser has not made a valid objection to title.
- (d) If there is a mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
  - (i) General condition 12(a) has been satisfied; and
  - (ii) The purchaser has not made a valid objection to title; and
  - (iii) The vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and

- (iv) 28 days have elapsed since providing that evidence.

### **13. Goods and Services Tax**

---

- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.
- (d) This clause applies if **'going concern'** is specified in the particulars of sale.
  - (i) The purchaser warrants that it is registered for GST.
  - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
  - (iii) The vendor must continue to carry on the enterprise until settlement.
  - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if **'farmland used for farming business or sale of subdivided farmland'** to an associate' is specified in the particulars of sale.
  - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
  - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

- (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.

- (f) This clause applies if **'mixed supply'** is specified in the particulars of sale.
  - (i) GST is included in the price.
  - (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
  - (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
  - (iv) The parties must agree on the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

- (g) **GST withholding - Residential premises or potential residential land**

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) Vendor's notice
  - A. If the particulars of sale indicate that no GST withholding under Subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under section 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the particulars of sale; otherwise
  - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser



- A. Where the margin scheme applies 7% of the purchase price; otherwise
  - B. 1/11th of the consideration inclusive of GST, which may include non-cash consideration.
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (iv) Purchaser to remit withheld amount
- A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise
  - B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (v) Vendor to indemnify purchaser
- In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.
- (iv) Advise the vendor that the purchaser no longer relies on this condition.
  - (c) If the vendor fails to respond to the extension request within 2 clear business days the purchaser may, within a period of 2 clear business days, either:
    - (i) End the contract; or
    - (ii) Advise the vendor that the purchaser no longer relies on this condition.
  - (d) The purchaser may end the contract if the loan is not approved within the approval period or the extended approval date, if applicable, but only if the purchaser:
    - (i) Applied for the loan; and
    - (ii) Did everything reasonably required to obtain approval of the loan; and
    - (iii) Provides written proof to the vendor that the loan was not approved; and
    - (iv) Serves written notice on the vendor ending the contract within 2 clear business days after the expiry of the approval period or the extended approval date, if applicable; and
  - (v) Is not in default under any other condition of this contract when the notice is given.
  - (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).

#### **14. Loan, building report or pest report**

- (a) 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 within the approval period or any later date in accordance with this condition.
- (b) If the loan has not been approved within the approval period, the purchaser may request an extension of time to obtain loan approval (extension request) and the vendor may either:
  - (i) Grant the extension request; or
  - (ii) Advise the purchaser that the extension request is refused,
 in which case the purchaser may, within 2 clear business days either:
  - (iii) End the contract; or
- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date, if applicable, but only if the purchaser:
  - (i) Applied for the report; and
  - (ii) Provides the vendor with a copy of the written report; and
  - (iii) Serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date, if applicable; and
  - (iv) Is not in default under any other condition of this contract when the notice is given, and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

## **15. Adjustments**

---

- (a) 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.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
  - (i) 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
  - (ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and
  - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
  - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement, adjustments will be calculated from the date of possession.
- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.

- (f) If the price is \$750,000 or more the purchaser is entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to section 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to section 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.
- (i) If, following completion, it is established that an error has occurred in the calculation of adjustments, the parties agree to rectify the error.

## **16. Time**

---

- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

## **17. Service**

---

- (a) Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- (b) A document is sufficiently served if served:
  - (i) Personally; or
  - (ii) By pre-paid post; or
  - (iii) By facsimile; or
  - (iv) By email.
- (c) Unless proven otherwise, any document sent by:
  - (i) Express post is taken to have been served on the next business day after posting;

- (ii) Priority post is taken to have been served on the fourth business day after posting;
  - (iii) Regular post is taken to have been served on the sixth business day after posting;
  - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;
  - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice', and 'service' includes 'give'.

## **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.

## **20. Guarantee**

---

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.
- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

## **21. Notices**

---

- (a) The vendor is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale that does not relate to periodic outgoings.
- (b) The purchaser is responsible for compliance with 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.

- (c) The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## **22. Lease**

---

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or subleases of the lease.
- (b) If the vendor is unable to provide an original lease, the vendor must provide a copy acknowledged by the current tenant as binding on the parties.
- (c) If the property is subject to the Retail Leases Act 2003, the vendor must provide the purchaser with a copy of the disclosure statement.

## **23. Loss or damage before settlement**

---

- (a) The purchaser 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.
- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement, the purchaser must not delay settlement but may claim compensation from the vendor after settlement.
- (d) If the property is not in the same condition it was in on the day of sale, at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **24. Abandoned goods**

---

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

## **25. Default**

---

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 and 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the 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**

---

- (a) 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.
- (b) The default notice must:
  - (i) Specify the particulars of the default; and
  - (ii) State that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
    - A. The default is remedied; and
    - B. Costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

## **28. Rescission notice**

---

- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.
- (b) The rescission notice must:

- (i) Specify the particulars of the failure to comply with the default notice; and
- (ii) State that the contract will be ended in 10 days after the notice is given unless:
  - A. The default is remedied; and
  - B. Further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
  - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and
  - (ii) All those amounts are a charge on the land until payment; and
  - (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
  - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (ii) The vendor is entitled to possession of the property; and
  - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
    - A. Retain the property and sue for damages for breach of contract; or
    - B. 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
  - (iv) 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
  - (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

Page 1 of 2

VOLUME 12091 FOLIO 996

Security no : 124098517087N  
Produced 23/06/2022 12:29 PM

### LAND DESCRIPTION

Lot A on Plan of Subdivision 734945U.  
PARENT TITLE Volume 07914 Folio 150  
Created by instrument PS734945U 14/06/2019

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
U & KVR DEVELOPMENTS PTY LTD of 169 EAST BOUNDARY ROAD BENTLEIGH EAST VIC  
3165  
AS633695B 21/10/2019

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU816660L 16/09/2021  
PERPETUAL TRUSTEE COMPANY 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.

### DIAGRAM LOCATION

SEE PS734945U FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 625 GLEN HUNTLY ROAD CAULFIELD VIC 3162

### ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL  
Effective from 16/09/2021

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS734945U



Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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**

---

Page 2 of 2

DOCUMENT END



# Imaged Document Cover Sheet


The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Plan</b>
Document Identification	<b>PS734945U</b>
Number of Pages (excluding this cover sheet)	<b>11</b>
Document Assembled	<b>23/06/2022 13:10</b>

**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

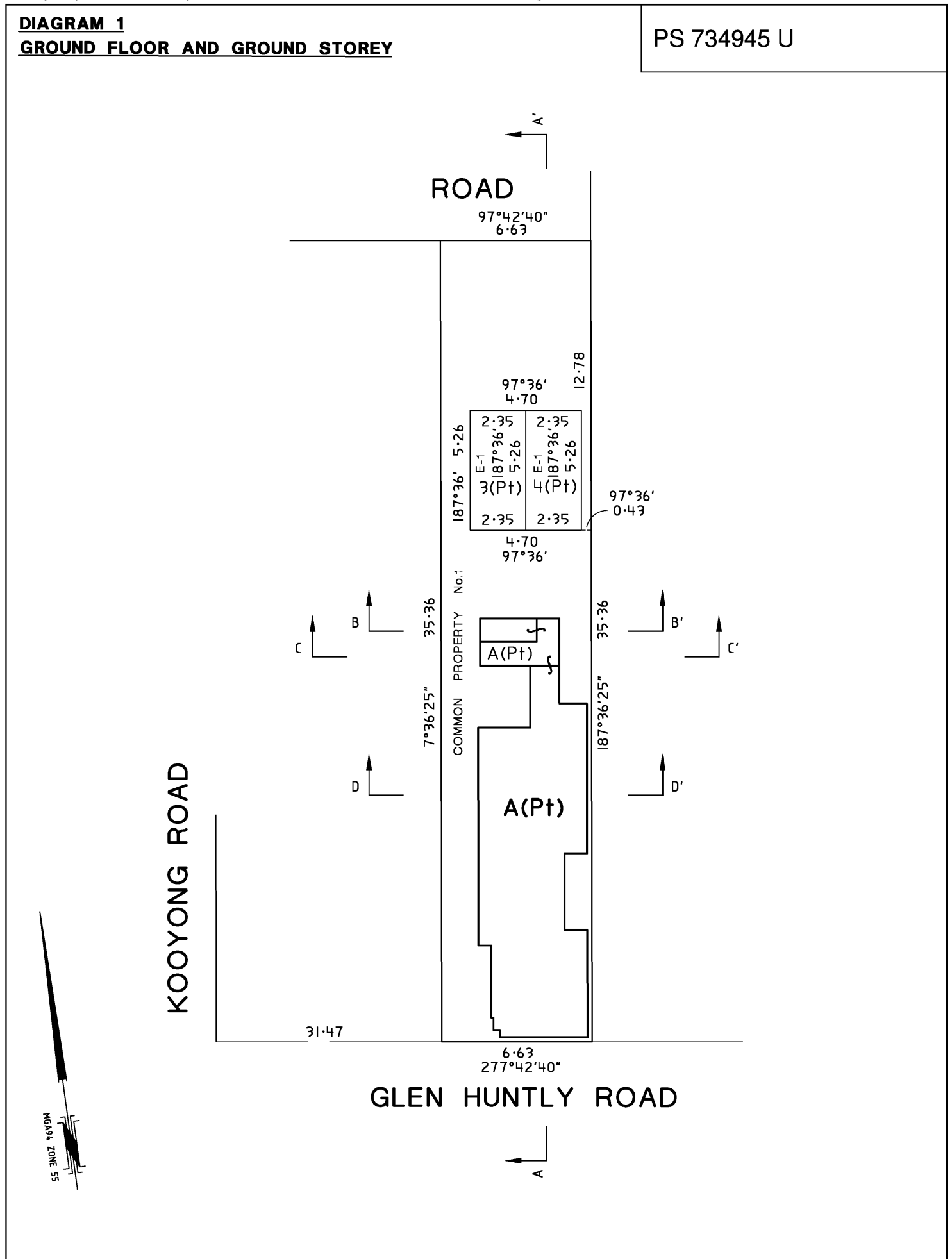
The document is invalid if this cover sheet is removed or altered.

<b>PLAN OF SUBDIVISION</b>			<b>EDITION 1</b>	<b>PS 734945 U</b>
LOCATION OF LAND PARISH: <b>PRAHRAN</b>  TOWNSHIP: ----- SECTION: ----- CROWN ALLOTMENT: ----- CROWN PORTION: <b>1 (PART)</b> TITLE REFERENCE: <b>VOL 7914 FOL 150</b>  LAST PLAN REFERENCE: <b>LOT 1 ON TP 605754L</b>  POSTAL ADDRESS: <b>625 GLEN HUNTLY ROAD, CAULFIELD 3162</b>  MGA 94            E <b>325 490</b> ZONE: <b>55</b> CO-ORDINATES   N <b>5 804 990</b>			COUNCIL NAME: <b>GLEN EIRA</b>	
<b>VESTING OF ROADS AND/OR RESERVE</b>			<b>NOTATIONS</b>	
IDENTIFIER	COUNCIL / BODY / PERSON		LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. See owners corporation search report(s) for detail.  BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDING :- INTERIOR FACE : ALL BOUNDARIES  COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS, AND INCLUDES THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW DOOR OR BALUSTRADE WHICH DEFINE BOUNDARIES.  ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS AND SERVICE INSTALLATIONS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITIONS OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS AND SERVICE INSTALLATIONS MAY NOT HAVE BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.  * Limited to height and depth - see CROSS SECTIONS. The carriageway easement E-1 is for the purpose of ingress and egress of the vehicle stacking mechanism only.	
<b>NIL</b>	<b>NIL</b>			
<b>NOTATIONS</b>			* Limited to height and depth - see CROSS SECTIONS. The carriageway easement E-1 is for the purpose of ingress and egress of the vehicle stacking mechanism only.	
DEPTH LIMITATION DOES NOT APPLY				
SURVEY    This plan is based on survey. STAGING   This is not a staged subdivision. Planning Permit No.  This survey has been connected to permanent mark No(s) In Proclaimed Survey Area No.				
Area of Site: <b>234m<sup>2</sup></b> No. of Lots: <b>6</b>				
<b>EASEMENT INFORMATION</b>				
LEGEND:    A - Appurtenant Easement   E - Encumbering Easement   R - Encumbering Easement (Road)				
EASEMENTS & RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE WHOLE OF THE LAND ON THIS PLAN.				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	* CARRIAGEWAY	SEE DIA	THIS PLAN	LOTS ON THIS PLAN
 <b>JCA Land Consultants</b> THE SUBDIVISION SPECIALISTS Surveying Engineering Town Planning Suite 9, 303 Maroondah Highway Ringwood Vic, Australia 3134 Phone 03 9735 4888 Email jca@jcalc.com.au www.jcalc.com.au		REF. <b>19002</b> VERSION <b>04</b>	ORIGINAL SHEET SIZE A3	SHEET 1 OF 10
		LICENSED SURVEYOR : MICHAEL HERWALD HIPFEL 09/10/18 G.R.	PLAN REGISTERED TIME: 2:45pm DATE: 14/06/2019 H.T Assistant Registrar of Titles	



**DIAGRAM 1**  
**GROUND FLOOR AND GROUND STOREY**

PS 734945 U



**JCA Land Consultants**  
THE SUBDIVISION SPECIALISTS  
Surveying Engineering Town Planning  
Suite 9, 303 Maroondah Highway Ringwood Vic, Australia 3134  
Phone 03 9735 4888 Email jca@jcalc.com.au www.jcalc.com.au

REF. 19002  
VERSION 04

SCALE 1:150

1.5 0 3 6  
LENGTHS ARE IN METRES

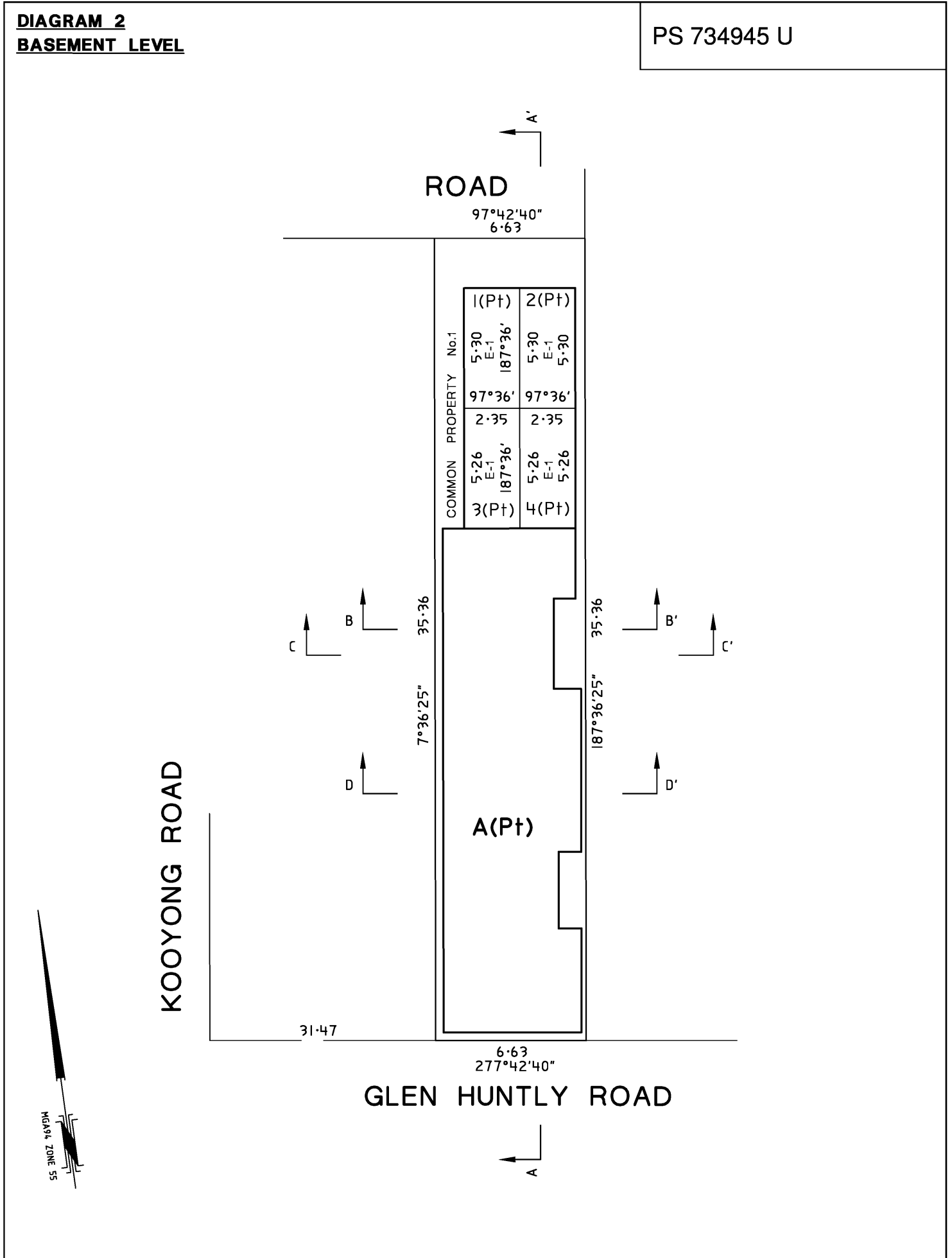
LICENSED SURVEYOR: MICHAEL HERWALD HIPFEL  
09/10/18  
G.R.

ORIGINAL SHEET SIZE A3

SHEET 2

**DIAGRAM 2**  
**BASEMENT LEVEL**

PS 734945 U



**JCA Land Consultants**  
THE SUBDIVISION SPECIALISTS  
Surveying Engineering Town Planning  
Suite 9, 303 Maroondah Highway Ringwood Vic, Australia 3134  
Phone 03 9735 4888 Email jca@jcalc.com.au www.jcalc.com.au

REF. 19002  
VERSION 04

SCALE 1:150

1.5 0 3 6  
LENGTHS ARE IN METRES

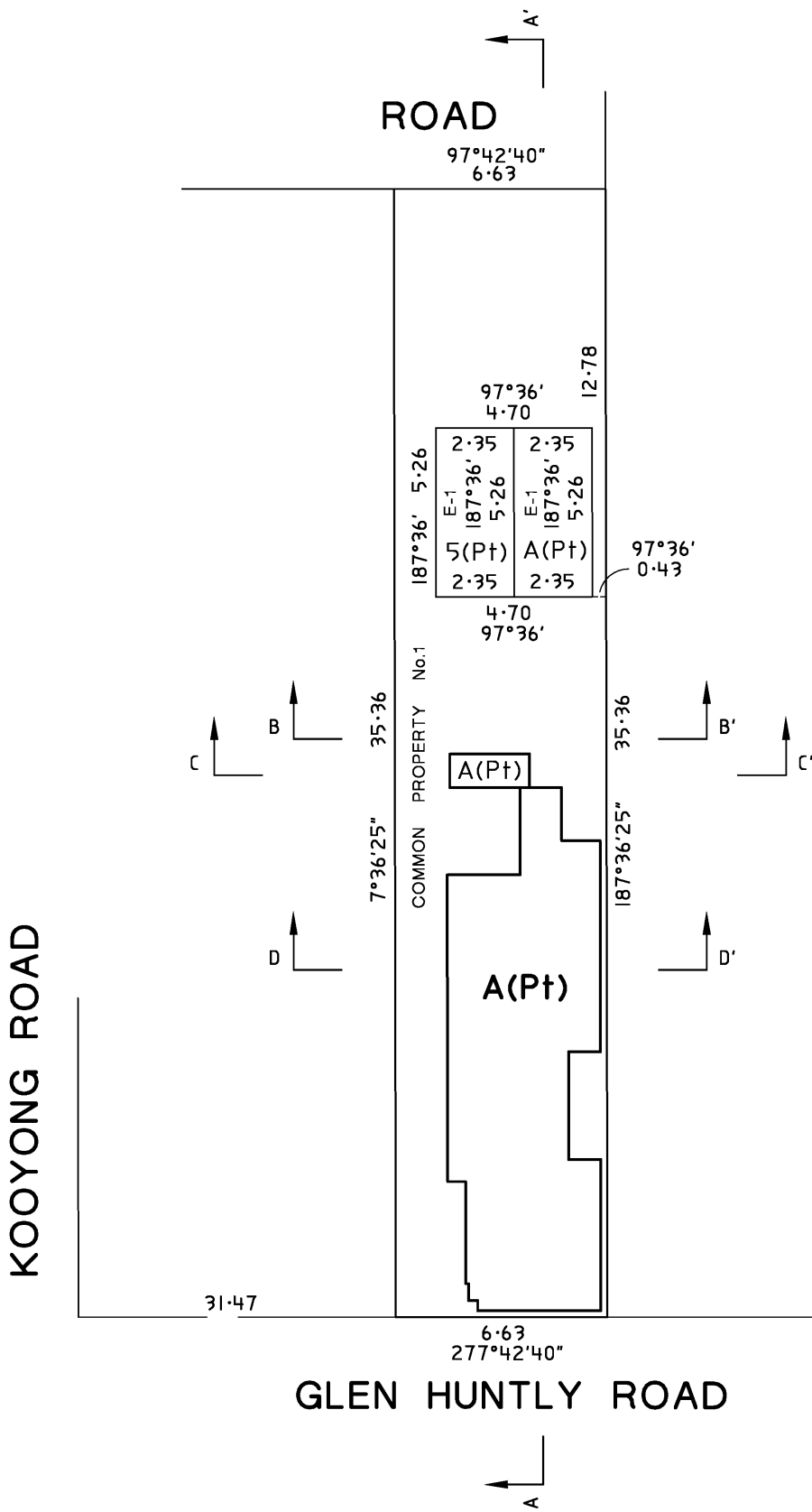
LICENSED SURVEYOR: MICHAEL HERWALD HIPFEL  
09/10/18  
G.R.

ORIGINAL SHEET SIZE A3

SHEET 3

**DIAGRAM 3**  
**UPPER GROUND FLOOR**

PS 734945 U



**JCA Land Consultants**  
 THE SUBDIVISION SPECIALISTS  
 Surveying Engineering Town Planning  
 Suite 9, 303 Maroondah Highway Ringwood Vic, Australia 3134  
 Phone 03 9735 4888 Email jca@jcalc.com.au www.jcalc.com.au

REF. 19002  
 VERSION 04

SCALE 1:150

1.5 0 3 6  
 LENGTHS ARE IN METRES

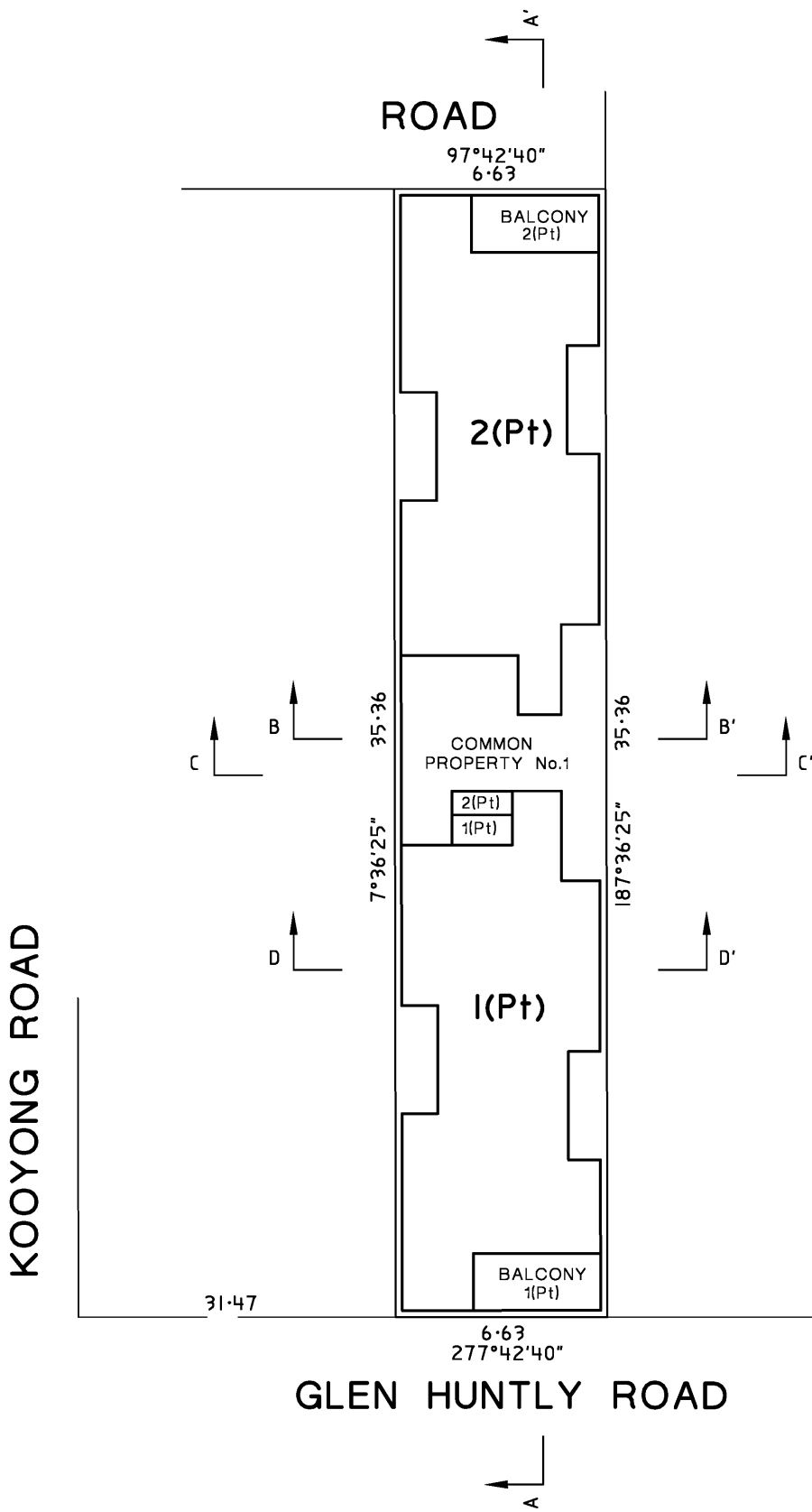
LICENSED SURVEYOR: MICHAEL HERWALD HIPFEL  
 09/10/18  
 G.R.

ORIGINAL SHEET SIZE A3

SHEET 4

**DIAGRAM 4**  
**FIRST FLOOR**

PS 734945 U



**JCA Land Consultants**  
 THE SUBDIVISION SPECIALISTS  
 Surveying Engineering Town Planning  
 Suite 9, 303 Maroondah Highway Ringwood Vic, Australia 3134  
 Phone 03 9735 4888 Email jca@jcalc.com.au www.jcalc.com.au

REF. 19002  
VERSION 04

SCALE 1:150

1.5 0 3 6  
LENGTHS ARE IN METRES

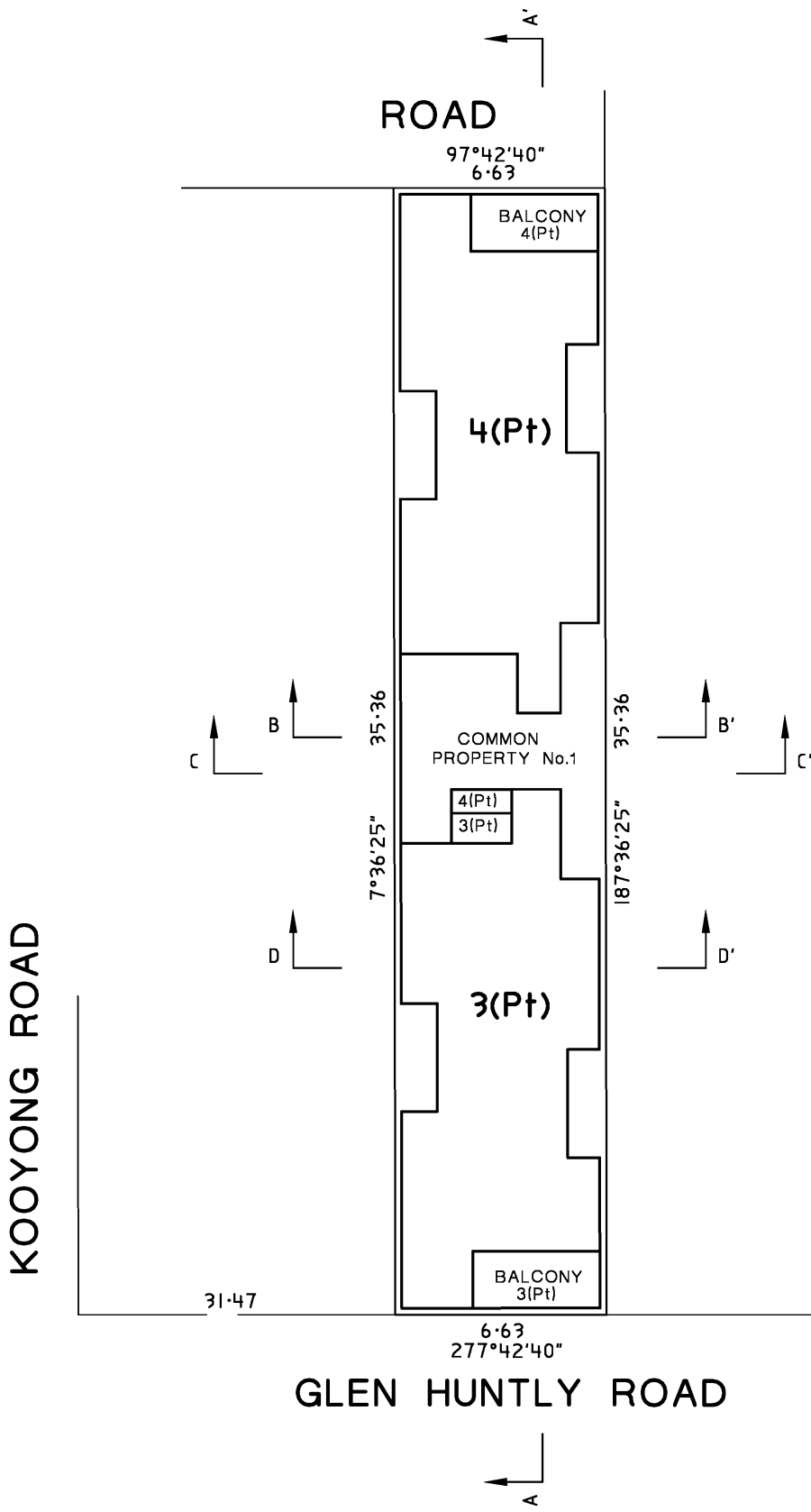
LICENSED SURVEYOR: MICHAEL HERWALD HIPFEL  
09/10/18  
G.R.

ORIGINAL SHEET SIZE A3

SHEET 5

**DIAGRAM 5**  
**SECOND FLOOR**

PS 734945 U



**JCA Land Consultants**  
 THE SUBDIVISION SPECIALISTS  
 Surveying Engineering Town Planning  
 Suite 9, 303 Maroondah Highway Ringwood Vic, Australia 3134  
 Phone 03 9735 4888 Email jca@jcalc.com.au www.jcalc.com.au

REF. 19002  
VERSION 04

SCALE 1:150

1.5 0 3 6  
LENGTHS ARE IN METRES

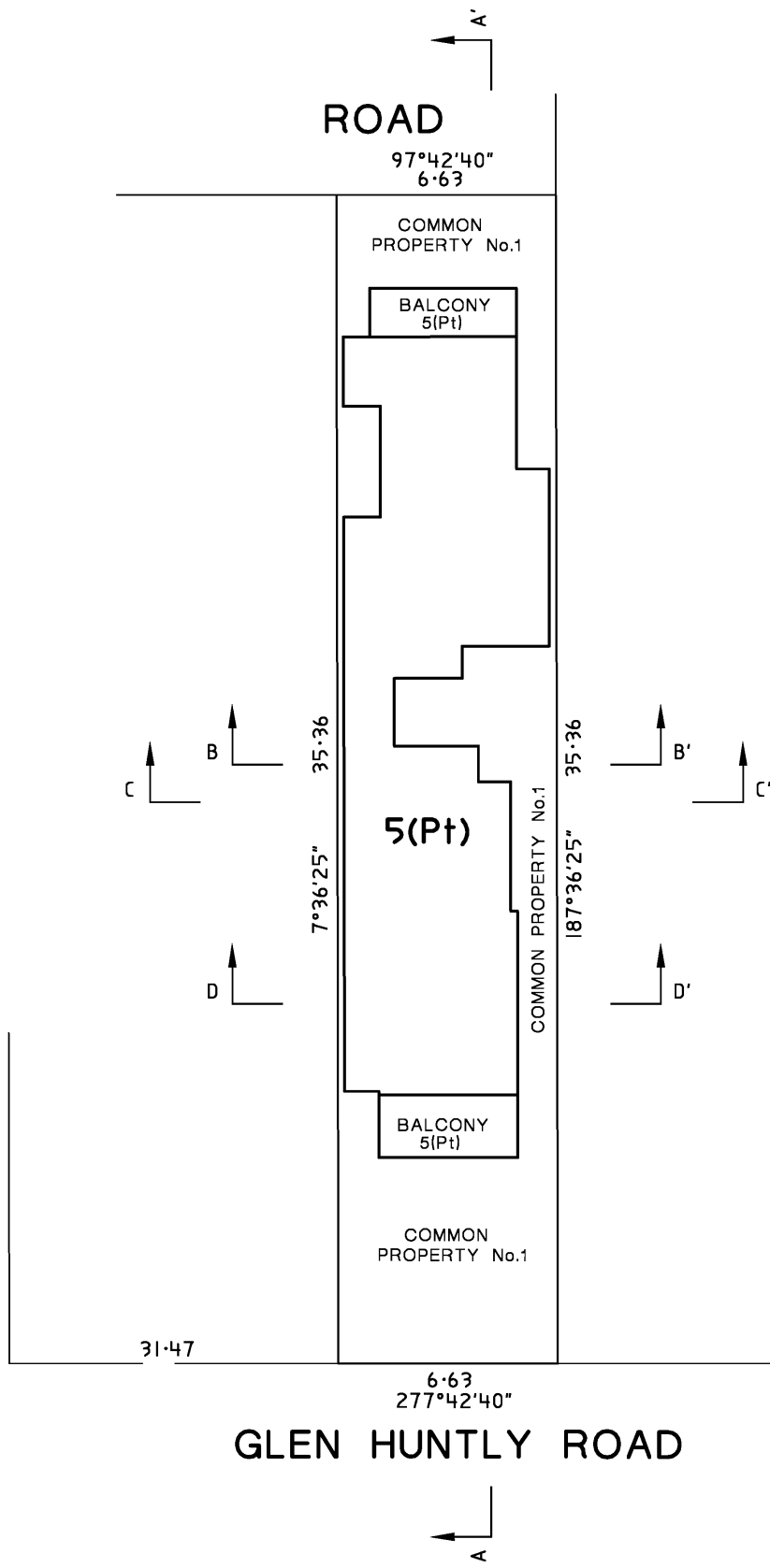
LICENSED SURVEYOR : MICHAEL HERWALD HIPFEL  
09/10/18  
G.R.

ORIGINAL SHEET SIZE A3

SHEET 6

**DIAGRAM 6**  
**THIRD FLOOR - TOPMOST STOREY**

PS 734945 U



**JCA Land Consultants**  
 THE SUBDIVISION SPECIALISTS  
 Surveying Engineering Town Planning  
 Suite 9, 303 Maroondah Highway Ringwood Vic, Australia 3134  
 Phone 03 9735 4888 Email jca@jcalc.com.au www.jcalc.com.au

REF. 19002  
VERSION 04

SCALE 1:150

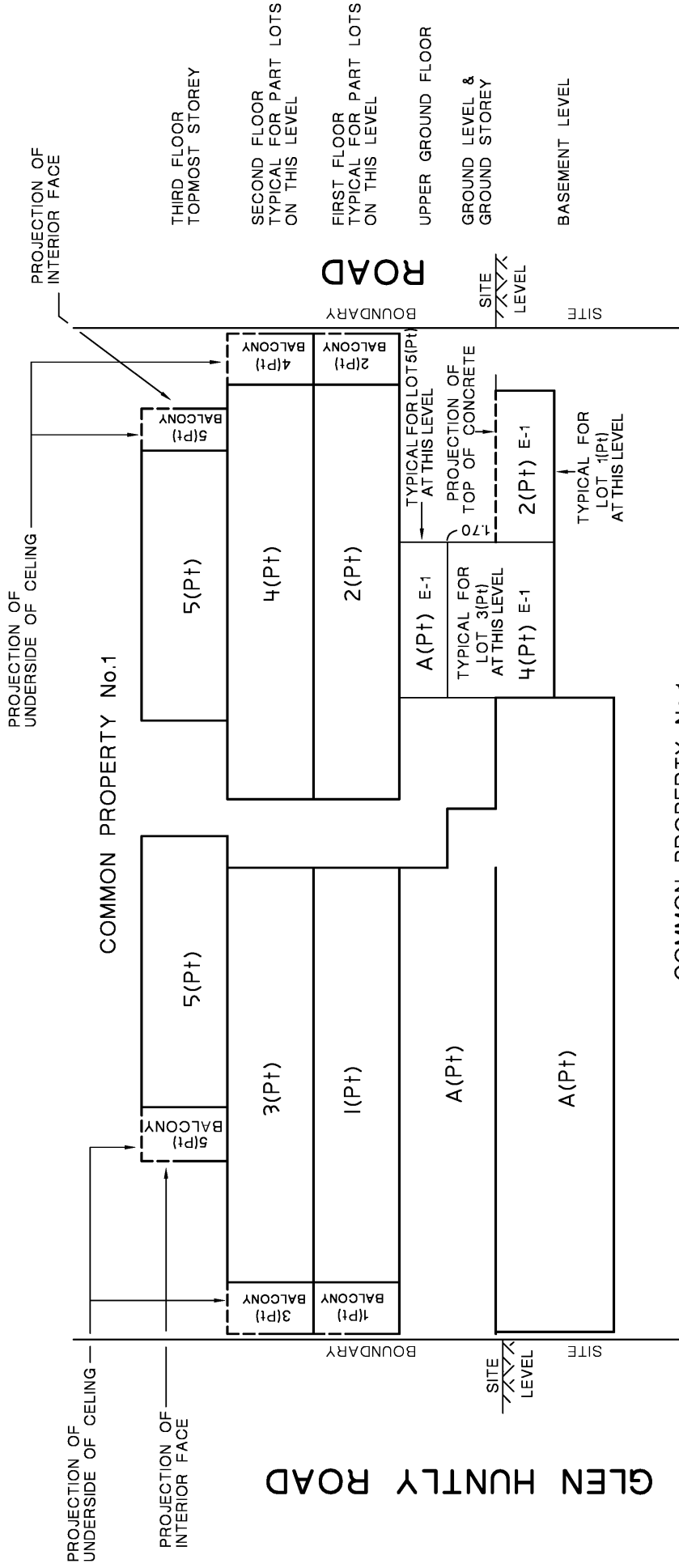
1.5 0 3 6  
LENGTHS ARE IN METRES

LICENSED SURVEYOR : MICHAEL HERWALD HIPFEL  
09/10/18  
G.R.

ORIGINAL SHEET SIZE A3

SHEET 7

PS 734945 U



COMMON PROPERTY No.1  
**CROSS SECTION A-A'**  
 (NOT TO SCALE)

**JCA Land Consultants**  
 THE SUBDIVISION SPECIALISTS  
 Surveying Engineering Town Planning  
 Suite 9, 303 Merondeah Highway Ringwood Vic. Australia 3194  
 Phone 03 9726 4686 Email jca@jca.com.au www.jca.com.au

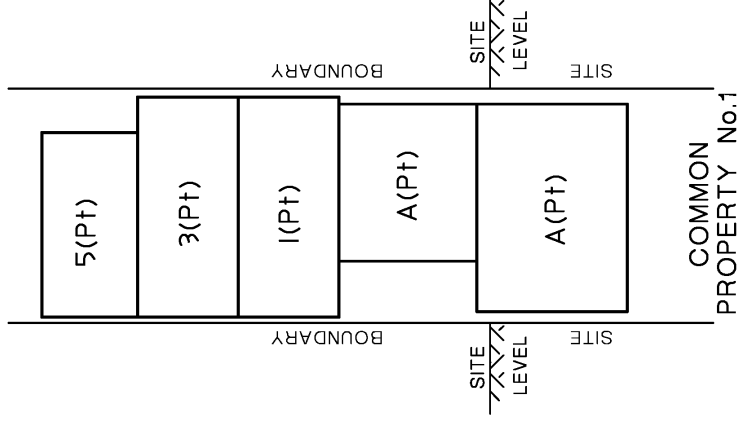
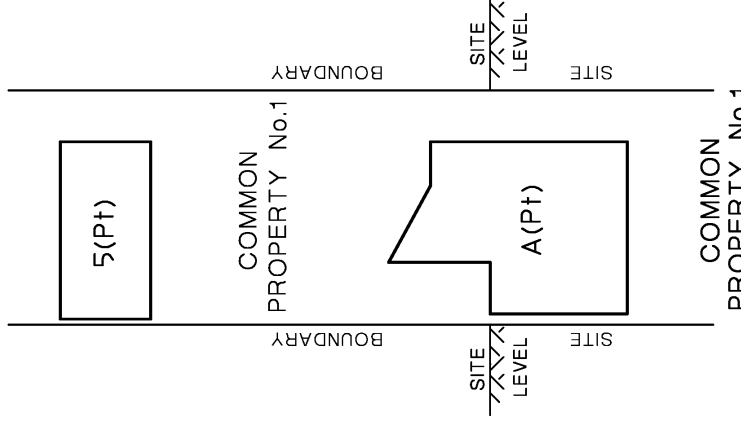
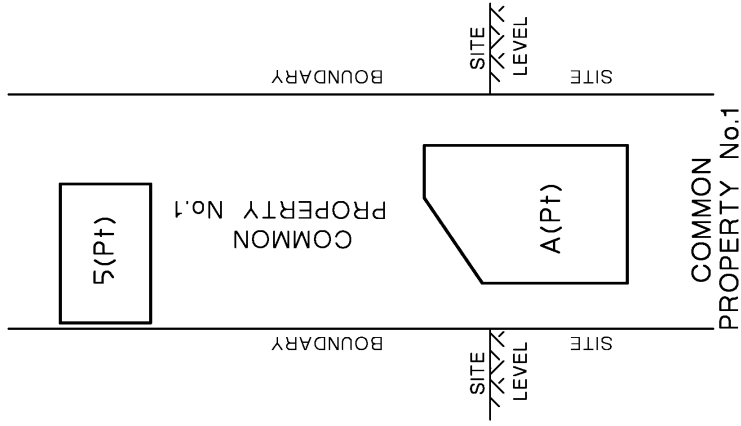
VERSION 04  
 REF: 19002

SCALE 1:150  
 LENGTHS ARE IN METRES

LICENSED SURVEYOR: MICHAEL HERWALD HIPFEL  
 09/10/18  
 G.R.

ORIGINAL SHEET SIZE A3  
 SHEET 8

PS 734945 U



THIRD FLOOR  
TOPMOST STOREY

SECOND FLOOR

FIRST FLOOR

UPPER GROUND FLOOR

GROUND LEVEL &  
GROUND STOREY

BASEMENT LEVEL

**JCA Land Consultants**  
THE SUBDIVISION SPECIALISTS  
Surveying Engineering Town Planning  
Suite 9, 303 Merondek Highway Ringwood Vic. Australia 3194  
Phone 03 9736 4888 Email jca@jca.com.au www.jca.com.au

REF: 19002

VERSION 04

SCALE 1:150

1.5 0 3 6  
LENGTHS ARE IN METRES

LICENSED SURVEYOR: MICHAEL HERWALD HIPFEL  
09/10/18  
G.R.

ORIGINAL SHEET SIZE A3

SHEET 9



PS 734945 U

**CREATION OF RESTRICTION**

THE FOLLOWING RESTRICTION IS TO BE CREATED UPON REGISTRATION OF THIS PLAN OF SUBDIVISION AS DIRECTED BY PLANNING PERMIT No. GE/PP-27925/2015

LAND TO BENEFIT: LOTS A AND 1-5 (BOTH INCLUSIVE) ON THIS PLAN OF SUBDIVISION.

LAND TO BE BURDENED: LOTS A AND 1-5 (BOTH INCLUSIVE) ON THIS PLAN OF SUBDIVISION.

DESCRIPTION OF RESTRICTION: THE REGISTERED PROPRIETOR OR PROPRIETORS OF LOTS A AND 1-5 (BOTH INCLUSIVE) ON THIS PLAN OF SUBDIVISION SHALL NOT:

1. ALLOW ANY DEVELOPMENT OTHER THAN IN ACCORDANCE WITH THE ENDORSED PLANS FORMING PART OF PLANNING PERMIT No. GE/PP-20920/2008/A, ISSUED BY THE CITY OF GLEN EIRA, OR ANY FURTHER PLANNING APPROVAL ISSUED BY THE RESPONSIBLE AUTHORITY. THE RESTRICTION WILL EXPIRE TWO (2) YEARS AFTER THE ISSUE OF AN OCCUPANCY PERMIT FOR THE SHOP LOCATED ON LOT A AND THE DWELLINGS LOCATED ON LOTS 1-5 (BOTH INCLUSIVE)



**JCA Land Consultants**  
 THE SUBDIVISION SPECIALISTS  
 Surveying Engineering Town Planning  
 Suite 9, 303 Maroondah Highway Ringwood Vic, Australia 3134  
 Phone 03 9735 4888 Email jca@jcalc.com.au www.jcalc.com.au

REF. 19002  
 VERSION 04

LICENSED SURVEYOR : MICHAEL HERWALD HIPFEL  
 09/10/18  
 G.R.

ORIGINAL SHEET  
 SIZE A3

SHEET10



Glen Eira City Council

## Plan of Subdivision PS734945U Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S066873P  
Plan Number: PS734945U  
Responsible Authority Name: Glen Eira City Council  
Responsible Authority Permit Ref. No.: GE/PP-27925/2015  
Responsible Authority Certification Ref. No.: GE/CRT-6164/2015  
Surveyor's Plan Version: 04

### Certification

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

### Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

- has been made and the requirement has not been satisfied at Certification
- has been made and the requirement has been satisfied at Statement of Compliance (Document updated 12/04/2019)

Digitally signed by Council Delegate: Brooke Mathews  
Organisation: Glen Eira City Council  
Date: 14/12/2018



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. 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.

Produced: 23/06/2022 01:10:19 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS734945U**

The land in PS734945U is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 5, A.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

625 GLEN HUNTLY ROAD CAULFIELD VIC 3162

OC043839U 14/06/2019

### 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:

NIL

### Additional Owners Corporation Information:

OC043839U 14/06/2019

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot A	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 23/06/2022 01:10:19 PM

**OWNERS CORPORATION 1  
PLAN NO. PS734945U**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
<b>Total</b>	<b>600.00</b>	<b>600.00</b>

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.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

853059

## APPLICANT'S NAME & ADDRESS

MAYFAIR LEGAL C/- INFOTRACK C/- LANDATA  
DOCKLANDS

## VENDOR

U & KVR DEVELOPMENTS PTY LTD

## PURCHASER

N/A, N/A

## REFERENCE

375949

This certificate is issued for:

LOT A PLAN PS734945 ALSO KNOWN AS 625 GLEN HUNTLY ROAD CAULFIELD  
GLEN EIRA CITY

The land is covered by the:

GLEN EIRA 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 PARKING OVERLAY - PRECINCT 2-3

A Proposed Amending Planning Scheme C231glen has been placed on public exhibition which shows this property :

- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 11 - C231glen

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/gleneira>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

23 June 2022

**Hon. Richard Wynne MP**  
**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](mailto: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](mailto:landata.enquiries@servictoria.com.au)

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



### 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.



GLEN EIRA  
CITY COUNCIL

## LAND INFORMATION CERTIFICATE Section 229 Local Government Act 1989

Certificate No: 122425  
Certificate Issue Date: 24-Jun-2022  
Certificate Expiry Date: 22-Sep-2022

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

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

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

Landata  
GPO BOX 527  
MELBOURNE VIC 3001

### Your Reference: 64925340-017-7:58777

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

The specified due dates for instalments are: 30/09/2021, 30/11/2021, 28/02/2022, 31/05/2022.

Interest will not be charged on any outstanding rates and charges not paid by the specified due date for 2021/2022 as per Council's Hardship Rates relief support package.

This certificate is for the rating period 01/07/2021 to 30/06/2022.

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

### NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS

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

Received the sum of \$27.40 being the fee for this certificate.

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

**TOTAL OUTSTANDING FOR 625 Glen Huntly Road CAULFIELD VIC 3162**  
**\_\_\_\$940.60\_\_\_**

Delegated Officer



GLEN EIRA  
CITY COUNCIL

## LAND INFORMATION CERTIFICATE Section 229 Local Government Act 1989

Certificate No: 122425  
Certificate Issue Date: 24-Jun-2022  
Certificate Expiry Date: 22-Sep-2022

**Property Location** 625 Glen Huntly Road CAULFIELD VIC 3162

**Parcel Details:** Lot A PS 734945U

**Titles:** Volume: 12091 Folio: 996

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

Site Value	175,000
Capital Improved Value	775,000
<b>Net Annual Value</b>	<b>38,750</b>
The level of Value Date is: 01/01/2021	Effective Date of Valuation: 01-Jul-2021

**Rating Information:**

**Assessment Number:** 81484/8

	General Rates	Fire Services Property Levy	Garbage Charge	Total
Arrears	630.01	393.04	256.00	\$1,279.05
Arrears Interest	0.00	0.00	0.00	\$0.00
Arrears Legal Fees	0.00	0.00	0.00	\$0.00
<b>Current Rates Levied 2021/2022</b>	<b>930.50</b>	<b>639.80</b>	<b>564.00</b>	<b>\$2,134.30</b>
Current Interest	0.00	0.00	0.00	\$0.00
Rebates	0.00	0.00	0.00	\$ 0.00
Current Legal Fees	0.00	0.00	0.00	\$0.00
Payments	-1,150.42	-750.87	-571.46	(\$2,472.75)
<b>Balance Outstanding</b>	<b>410.09</b>	<b>281.97</b>	<b>248.54</b>	<b>\$940.60</b>

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

**Summary of Charges Outstanding:**

<b>General Rates, Charges &amp; FSPL</b>	<b>\$940.60</b>
<b>Separate Rates</b>	<b>\$0.00</b>
<b>Other Charges</b>	<b>\$0.00</b>
<b>Total Outstanding</b>	<b>\$940.60</b>

**Bpay payment details:**

**Bill Code:** 73106

**Reference Number:** 9334081484819

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

**Notices of Acquisition should be forwarded to [rates@gleneira.vic.gov.au](mailto:rates@gleneira.vic.gov.au)**

**Other Information:**

**Land Information Certificate Ordering now available online:**

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

You will need to register for this service initially by clicking on the register option located on the top right hand corner of the screen. Once registered you can pay for and order Land Information Certificates





GLEN EIRA  
CITY COUNCIL

**LAND INFORMATION CERTIFICATE**  
**Section 229 Local Government Act 1989**

Certificate No: 122425  
Certificate Issue Date: 24-Jun-2022  
Certificate Expiry Date: 22-Sep-2022

---

online. Payments can only be made by Bankcard, Mastercard or Visa. For further details please contact Council's Customer Service Centre on 03 9524 3333.

Reference:  
Enquiries: Hugh Maclean  
Telephone: 9524 3333



GLEN EIRA  
CITY COUNCIL

01-Jul-2022

Landata  
GPO BOX 527  
MELBOURNE VIC 3001

Dear Sir/Madam,

**PROPERTY: 625 Glen Huntly Road CAULFIELD VIC 3162**  
**YOUR REFERENCE: 64925340-018-4:58776**

In reply to your request for Building Permit particulars for the preceding ten (10) years pursuant to regulation 51 (1) of the Building Regulations 2018, I wish to advise you that our records indicate the following:

Application	Issue date	Description	Final approval date
2117697	01-Dec-2015	5 dwellings, car parking & shop	21-Mar-2019

Current notices etc. under *Building Act 1993*: building notice issued 25-Mar-2019 re. drainage by private building surveyor Mike Neighbour.

Details of any current statements under regulation 64 or 231: nil

**NOTE:**

Regulation 145 of the Building Regulations 2018, requires that owners of residential buildings (Class 1, 2, 3 or 4), **have** installed self-contained smoke alarms complying with AS 3786-1993.

Regulation 136 of the Building Regulations 2018 requires that owners of land containing a swimming pool constructed prior to 8 April 1991 **must** provide a suitable barrier complying with the regulations to restrict children under the age of five years from gaining access to the swimming pool.

Yours sincerely,

**NICKI BABATSIKOS**  
**MUNICIPAL BUILDING SURVEYOR**

**Glen Eira City Council**  
Corner Glen Eira and Hawthorn Roads,  
Caulfield, Victoria  
PO Box 42 Caulfield South 3162

**Telephone** 03 9524 3333  
**National Relay Service** TTY dial 13 36 77 or  
Speak and Listen 1300 555 727 or  
[www.iprelay.com.au](http://www.iprelay.com.au)

**Facsimile** 03 9523 0339  
**Email** [mail@gleneira.vic.gov.au](mailto:mail@gleneira.vic.gov.au)  
**Website** [www.gleneira.vic.gov.au](http://www.gleneira.vic.gov.au)

ABN 65 952 882 314

Mayfair Legal C/- InfoTrack  
 E-mail: certificates@landata.vic.gov.au

Statement for property:  
 SHOP LOT A GLEN HUNTLY ROAD  
 CAULFIELD 3162  
 A PS 734945

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
22E//05226/00410	LANDATA CER 64925340-026-9	23 JUNE 2022	41851853

## 1. Statement of Fees Imposed

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

(a) By Other Authorities			
<b>Parks Victoria - Parks Service Charge</b>	01/07/2021 to 30/06/2022		\$80.20
<b>Melbourne Water Corporation Total Service Charges</b>	01/04/2022 to 30/06/2022		\$39.65
(b) By South East Water			
<b>Water Service Charge</b>	01/04/2022 to 30/06/2022		\$23.28
<b>Sewerage Service Charge</b>	01/04/2022 to 30/06/2022		\$108.21
<b>Subtotal Service Charges</b>			<u>\$251.34</u>
<b>Payments</b>			\$251.34
<b>TOTAL UNPAID BALANCE</b>			\$0.00

- The meter at the property was last read on 04/04/2022. Fees accrued since that date may be estimated by reference to the following historical information about the property:
 

<b>Water Usage Charge</b>	<b>\$2.11 per day</b>
<b>Sewage Disposal Charge</b>	<b>\$0.93 per day</b>

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

\* Please Note: if usage charges appear above, the amount shown includes one or more of the following: Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees. Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

AUTHORISED OFFICER:



MIKALA HEHIR  
 GENERAL MANAGER  
 CUSTOMER & COMMUNITY ENGAGEMENT

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

- 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](http://www.southeastwater.com.au).
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

## 2. Encumbrance Summary

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

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](http://www.southeastwater.com.au) Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain 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](http://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.

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

**ENCUMBRANCE ENQUIRY EMAIL** [infostatements@sew.com.au](mailto:infostatements@sew.com.au)

AUTHORISED OFFICER:



MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

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

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.

**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:

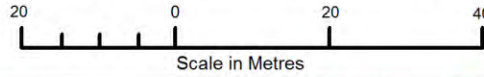


MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

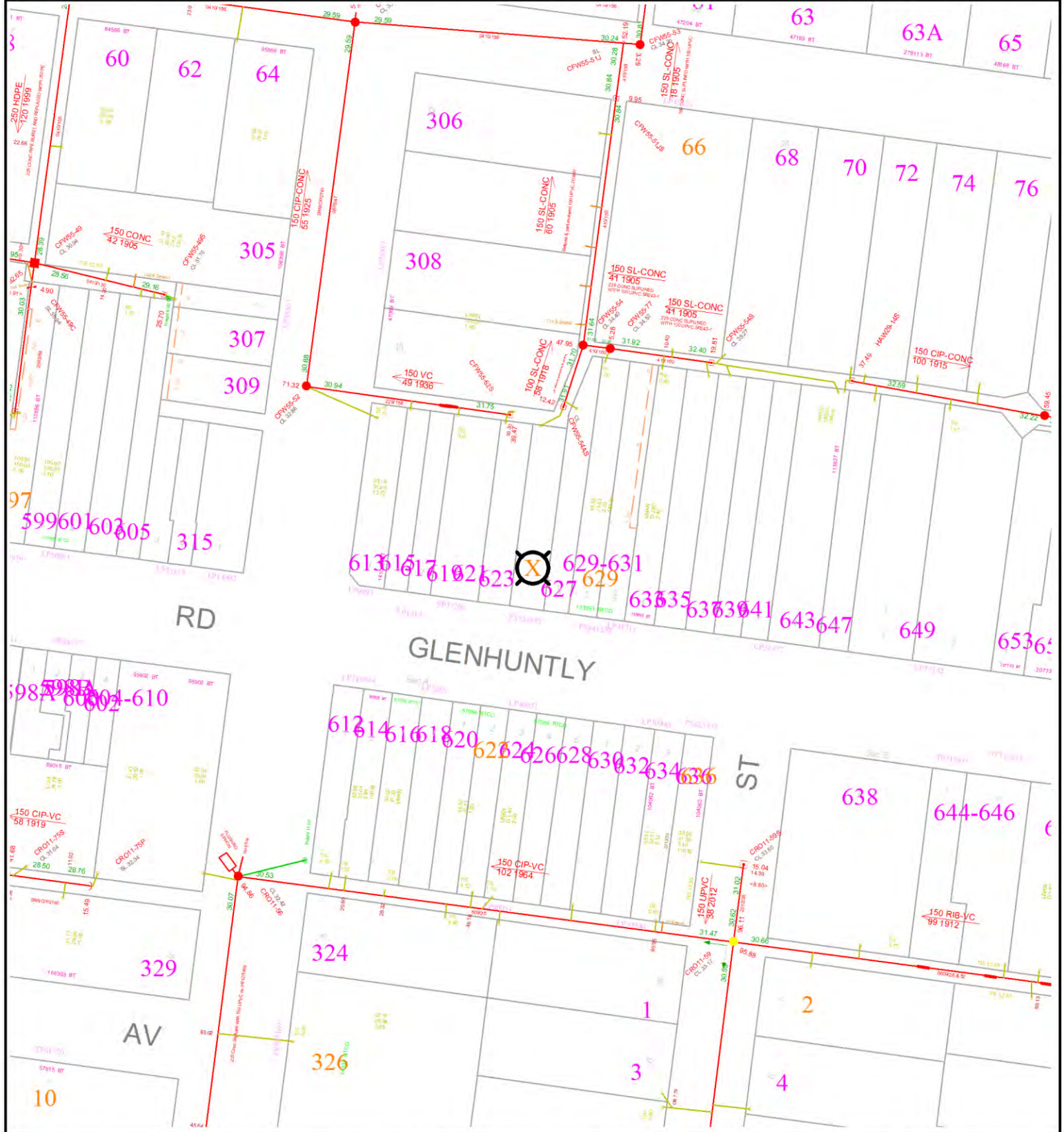
**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



Case Number: 41851853



Date: 23JUNE2022



**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.

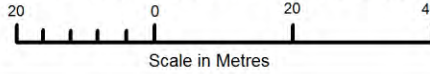
	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary

	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.

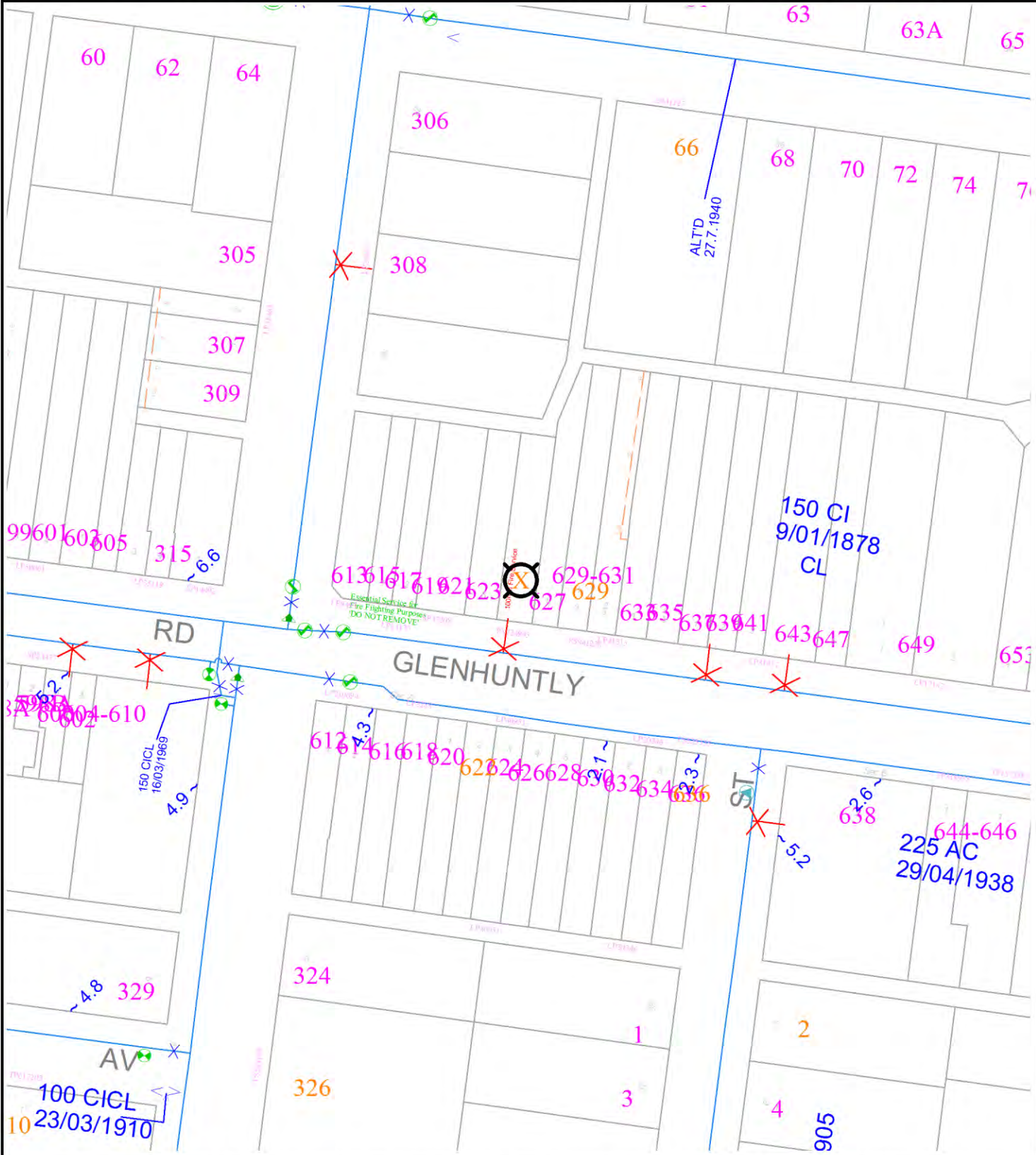


Property: Lot A LOT A GLEN HUNTLY ROAD CAULFIELD 3162

Case Number: 41851853

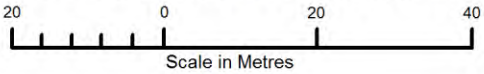


Date: 23JUNE2022



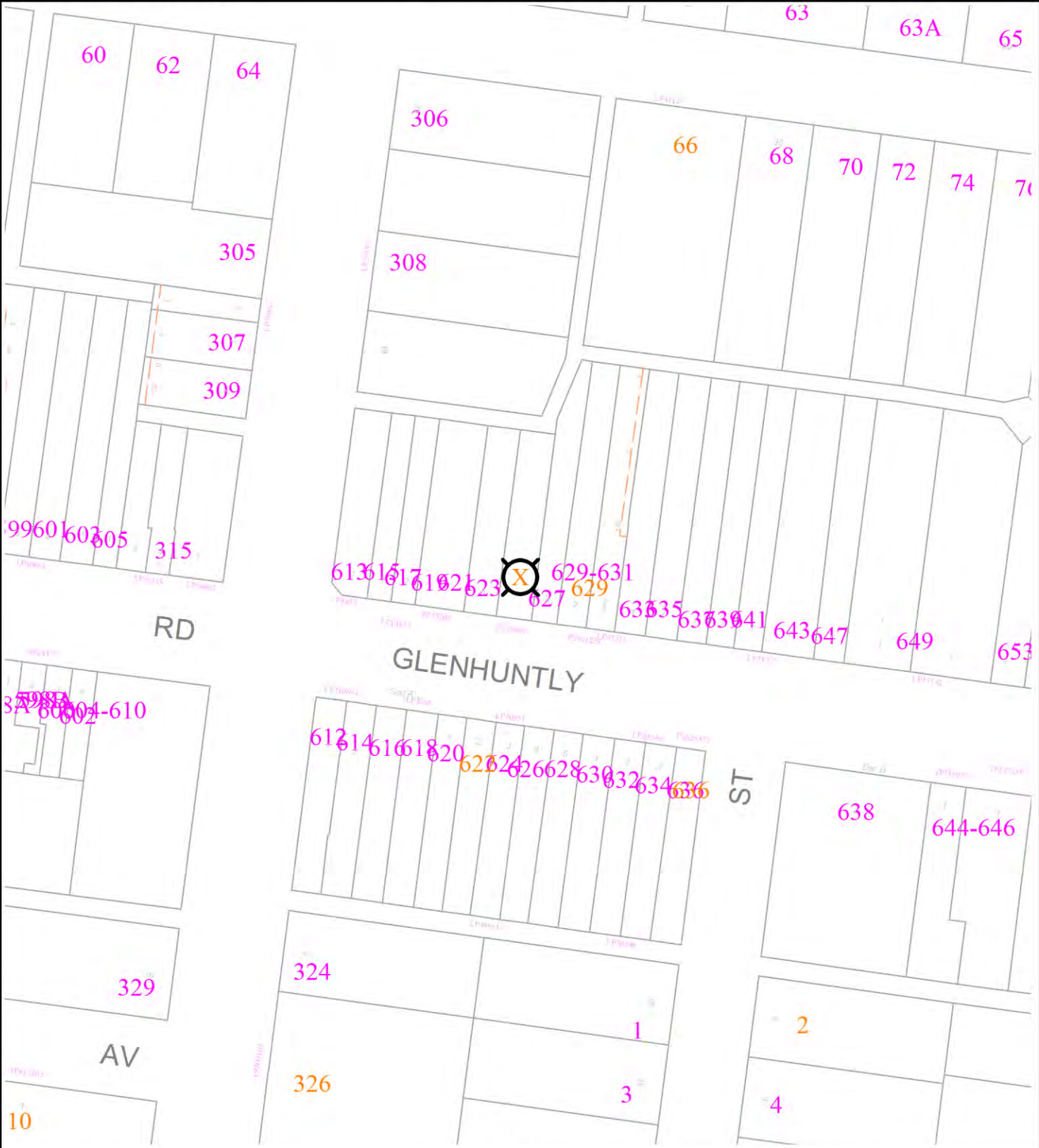
**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. 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



Case Number: 41851853

Date: 23JUNE2022



**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
			~ 1.0 Offset from Boundary



# Property Clearance Certificate

## Taxation Administration Act 1997



INFOTRACK / MAYFAIR LEGAL

**Your Reference:** 24170  
**Certificate No:** 56640533  
**Issue Date:** 23 JUN 2022  
**Enquiries:** ESYSPROD

**Land Address:** 625 GLEN HUNTLY ROAD CAULFIELD VIC 3162

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46292079	A	734945			\$0.00

**Vendor:** U & KVR DEVELOPMENTS PTY LTD

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
U & KVR DEVELOPMENTS PTY. LTD.	2022	\$175,000	\$0.00	\$0.00	\$0.00

**Comments:**

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 IMP VALUE:** \$775,000

**SITE VALUE:** \$175,000

**AMOUNT PAYABLE:** \$0.00

# Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 56640533

---

## Power to issue Certificate

1. The Commissioner of State Revenue can 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. 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 payable' shown. 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 = \$0.00

Taxable Value = \$175,000

Calculated as \$0 plus ( \$175,000 - \$0) multiplied by 0.000 cents.

---

## Property Clearance Certificate - Payment Options

**BPAY**



Billers Code: 5249  
Ref: 56640533

**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](http://www.bpay.com.au)

**CARD**



Ref: 56640533

**Visa or Mastercard**

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Mayfair Legal C/- InfoTrack  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 375949

NO PROPOSALS. As at the 23th June 2022, 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®.

625 GLEN HUNTLY ROAD, CAULFIELD 3162  
CITY OF GLEN EIRA

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: 23th June 2022

Telephone enquiries regarding content of certificate: 13 11 71



Level 1, 261 High Street, Ashburton  
P.O. BOX 217, Ashburton 3147  
Ph: (03) 9885 0312

Email: [reception@goughpartners.com.au](mailto:reception@goughpartners.com.au)

28/06/2022

Mayfair Legal  
Level 10  
10 Queens Road  
MELBOURNE VIC 3004

Dear Sir/Madam,

<p><b>Re: OWNERS CORPORATION CERTIFICATE</b> <b>Owners Corporation Registered Plan No. 734945</b> <b>Address: Lot A, 625 Glenhuntly Road, GLEN HUNTLY</b> <b>Your Ref.: U &amp; KVR DEVELOPMENTS</b></p>
--

Further to your request we now enclose the required Owners Corporation Certificate as requested.

We take this opportunity to draw your clients attention that the Insurance Policy does not provide cover for privately owned fixtures and fittings including carpet, curtains, blinds, light fittings or other electrical appliances which may be removed without interference to the electrical wiring in any unit.

Would you please advise this office as soon as settlement has been affected, the name and address of the new owner so that your client's obligation to the Owners Corporation may be cancelled.

Yours sincerely,

A handwritten signature in black ink that reads 'Julie P. Kemelfield'.

Julie Kemelfield  
*For & on behalf of Owners Corporation RP: 734945*

## OWNERS CORPORATION CERTIFICATE

*Section 151 Owners Corporations Act 2006 and Reg 11  
Owners Corporations Regulations 2018*

**Owners Corporation No 734945**

**Address 625 Glenhuntly Road GLEN HUNTLY**

This certificate is issued for Lot **A** on Plan of Subdivision No **734945**

Postal address is  
Unit A/ 625 Glen Huntly Road Glen Huntly

Applicant for the certificate is **Mayfair Legal**

Address for delivery of certificate: Level 10 10 Queens Road MELBOURNE VIC 3004

Date that the application was received: 24 June 2022

1. The current fees for lot **A** are \$1,125.00 per quarter. Fees are payable by quarterly instalments on the 1st day of January, April, July and October.

**BPay details are:**

**Biller Code - 96503**

**Reference - 258724889 09122**

2. The fees are paid up until 30 June 2022

3. Unpaid fees and levies presently total **\$1,125.00** plus penalty interest of **\$0.00**.

4. The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

**None**

5. The Owners Corporation has performed or is about to perform the following repair work or act which may incur additional charges to that set out above (refer attached minutes).

Members consider the financial status of the Owners Corporation at each Annual General Meeting.

6. The Owners Corporation has the following insurance cover

**Policy Number:** P-013405

**Cover period:** 21/06/2022 - 21/12/2022

**Paid:** 16/06/2022

Axis Underwriting Services Pty Ltd

Building/Common Property-	\$4,212,700.00
Common Area Contents-	\$42,127.00
Loss of Rent/Temp Accommodation-	\$631,905.00
Public Liability-	\$20,000,000.00
Personal Accident-	\$200,000.00
Fidelity-	\$100,000.00
Machinery Breakdown-	\$50,000.00
Office Bearers-	\$100,000.00
Government Audit Costs-	\$25,000.00
Appeals Expenses-	\$100,000.00

7. The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the act.

8. The total funds held by the Owners Corporation are set out in the Balance Sheet attached to this Certificate.

9. The Owners Corporation has no known contingent Liabilities nor otherwise shown or budgeted for in items 1, 4 and 5 nor disclosed in the Minutes of the last annual General Refer attached Minutes. Building defect dispute remains ongoing.

10. The Owners Corporation has not granted any Lease, Licence or special privilege affecting the common property.

11. Are there any current contracts, leases, licences or agreements affecting the common property?

- Gough Partners Management Agreement

12. The Owners Corporation has no current agreements to provide services to lot owners, occupiers or the public.

13. The Owners Corporation has not submitted any special rules to the Office of Titles. (Refer attached Model Rules).

14. There are details of notices or orders served on the Owners Corporation in the last twelve months that have not been satisfied. Please refer to attached letter dated 20 November 2019.

15. The Owners Corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings. Refer Item 9 and attached minutes.

16. The Owners Corporation has appointed Gough Partners as Manager.

17. No proposal has been made for the appointment of an administrator

18. Managing Agent: Gough Partners the postal address of which is:  
PO Box 217  
Ashburton VIC 3147

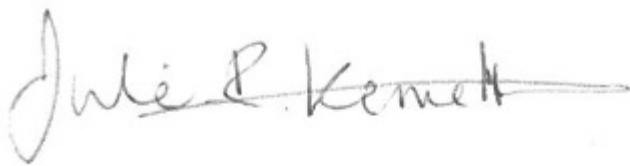
19. Documents attached to the Owners Corporation Certificate are:

1. A copy of schedule 3 of the Owners Corporations Regulations entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"
2. Balance Sheet for the period as at 28 June 2022
3. A copy of the Annual General Meeting Minutes from 11 August 2021
4. A copy of Model Rules for an Owners Corporation
5. Copy of Non-Compliance from City of Glen Eira Council

**NOTE:**

More information on prescribed matters may be obtained from an inspection of the Owners Corporation register by making written application to the manager

**Gough Partners Pty Ltd  
Level 1, 261 High Street  
Ashburton Victoria 3147**



.....  
Signature of manager

**Julie Kemelfield**

.....  
On behalf of Gough Partners  
The registered Manager  
and the Owners Corporation  
Dated this 28/06/2022

# Gough Partners

Level 1, 261 High Street ASHBURTON VIC 3147 ABN: 32 078 622 581

Ph: (03) 9885 2307 Email: reception@goughpartners.com.au

Printed: 28/06/2022 04:07 pm User: Cathie Zucchelli

Page 1

## Balance Sheet - O/Corp 734945 625 GLENHUNTLY ROAD, GLEN HUNTLY, VIC 3162

For the Financial Period 28/06/2022 to 28/06/2022

### Consolidated

	Administrative	Maintenance	TOTAL THIS YEAR
<b>Assets</b>			
Cash At Bank GLEN 625 OC 734945	\$10,765.32	\$0.00	\$10,765.32
<b>Total Assets</b>	<b>\$10,765.32</b>	<b>\$0.00</b>	<b>\$10,765.32</b>
<b>Liabilities</b>			
Accounts Payable (GST Free)	\$0.35	\$0.00	\$0.35
<b>Total Liabilities</b>	<b>\$0.35</b>	<b>\$0.00</b>	<b>\$0.35</b>
<b>Net Assets</b>	<b>\$10,764.97</b>	<b>\$0.00</b>	<b>\$10,764.97</b>
<b>Owners Funds</b>			
Opening Balance	\$10,764.97	\$0.00	\$10,764.97
Net Income For The Period	\$0.00	\$0.00	\$0.00
<b>Total Owners Funds</b>	<b>\$10,764.97</b>	<b>\$0.00</b>	<b>\$10,764.97</b>





Gough Partners Pty Ltd  
ABN 32 078 622 581  
Level 1 261 High Street  
Ashburton VIC 3147  
PH: (03) 9885 0312

reception@goughpartners.com.au  
Date of issue: 18/08/2021

FILE COPY

**MINUTES OF AN ANNUAL GENERAL MEETING  
OWNERS CORPORATION 734945**

**625 Glenhuntly Road GLEN HUNTLY VIC 3162**

The Annual General Meeting of Owners Corporation 734945  
was held on

**Wednesday, 11th August 2021**

at <https://us02web.zoom.us/j/2905569430> Or call: 7018 2005 ID: 290 556 9430  
VIC

Commencing at 04:00 pm

# Minutes for the Annual General Meeting

O/Corp 734945 625 Glenhuntly Road  
11/08/2021 04:00 pm

---

## 1. ATTENDEES, APOLOGIES & PROXIES

<u>Lot #</u>	<u>Unit #</u>	<u>Attendance</u>	<u>Owner Name/Representative</u>
2	2	Yes	Milos Javanovic
3	3	Yes	Marcus Schnell
5	5	Yes	Elise Yue

Julie Kemelfield present on behalf of Gough Partners

## 2. QUORUM

A quorum was achieved either in person or by proxy and therefore pursuant to Owners Corporations Act 2006, the meeting proceeded.

## 3. CHAIRPERSON

Julie Kemelfield was appointed to chair the meeting.

## 4. MINUTES OF PREVIOUS MEETING

Resolved to confirm the minutes of the previous Annual General Meeting held 26/08/2020.

## 5. FINANCIAL STATEMENTS

The financial statements for the period ended 30/06/2021 be adopted.

Closing Balance Admin Fund	\$7,181.95
Closing Balance Maintenance Fund	NIL

## 6. INTEREST CHARGES

Resolved that interest be charged at the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983, on the money owed by a Member to the Owners Corporation one month after the due date for fees and charges set under Sections 23 & 24 of the Owners Corporation Act 2006 and on any other amount payable by a lot owner to the Owners Corporation such interest to apply from the due date unless the Committee in any particular case waive the payment of interest.

Resolved that the Owners Corporation approves the Manager to arrange for the issue of legal proceedings and or debt collection against all lot owners in arrears and for all collection costs to be levied to those lots.

## 7. OWNERS CORPORATION MANAGER

Resolved that the Owners Corporation approve the continuing management by Gough Partners, the terms and conditions as per the Contract of Appointment- Owners Corporation 734945 and Gough Partners, confirming the functions conferred on the Manager by the Act and the Regulations; the Rules of the Owners Corporation; and the Owners Corporation by resolution; and by delegations by the Owners Corporation.

That the Owners Corporation resolves to approve that the current Contract of Appointment is extended by a further 12 month period.

In understanding the current COVID restrictions the Owners Corporation will review and approve that the Contract of Appointment and execute the Contract by affixing the seal of the Owners Corporation at the next Annual General Meeting.

## 8. INSURANCE

Resolved to **maintain** the current Building Sum Insured

Policy: T/B/A

Insurer: Axis Underwriting Services Pty Ltd

Broker: Honan Insurance Group

Premium: \$6,184.98 Paid on: 23/06/2021 Renewal date: 21/06/2022

COVER	SUM INSURED	EXCESS
Building/Common Property	\$4,212,700.00	Excess \$500.00
Common Area Contents	\$42,127.00	Excess \$500.00
Loss of Rent/Temp Accommodation	\$631,905.00	Excess \$500.00
Public Liability	\$20,000,000.00	Excess \$500.00
Personal Accident	\$200,000.00	Excess \$500.00
Fidelity	\$100,000.00	Excess \$500.00
Machinery Breakdown	\$50,000.00	Excess \$500.00
Office Bearers	\$100,000.00	Excess \$500.00
Government Audit Costs	\$25,000.00	

#### EXCESS

\$500.00

Contents cover: The manager recommends that owners arrange their own contents cover within their own units for items such as carpets, light fittings, curtains etc., these are not covered under the owners corporation cover.

Remuneration: The manager wishes it noted that it receives a fee from the insurer for service relating to the referral of business and assistance in organising all insurance claims, which in no way adds any additional cost to the premium.

## 9. INSURANCE BUILDING VALUATION

Resolved to not to obtain a current valuation at this time.  
The last valuation was obtained on 19 November 2019.

## 10. OWNERS CORPORATION COMMITTEE

### Owners Corporation Committee

#### a. Committee Election

Owner	Unit
Milos Jovanovic	2
Marcus Schnell	3
Christopher Joh Yue	5
Bradley Levy	1

#### b. Owners Corporation Chairperson Election – Milos Javanovic

#### c. Owners Corporation Secretary Election – Julie Kemelfield (Gough Partners)

### Delegations – Functions and powers of Committee

Subject to the rules of the Owners Corporation, a Committee has all the powers and functions that are delegated to it by under Section 11 of the Owners Corporation Act 2006. Therefore, the elected committee members of the Owners Corporation are delegated any power or function of the Owners Corporation.

## 11. ESSENTIAL SAFETY MEASURES

Resolved to confirm that OC 734945 complies with current regulations and the ESM reports will continue to be conducted on an annual basis.

## 12. GENERAL MAINTENANCE

Lift 6 Monthly Service	Complete
Building Defects Report	Complete

## 13. OWNERS CORPORATION MATTERS

### **Independent building audit**

Milo (L2) reported that the building audit had now been completed by Roscon.

### **Car Stacker / Roller Door & Swipe Card Access System**

Milo (L2) reported the Car Stacker, Roller Door and Swipe Card Access System matters are being pursued by the Building Warranty as per building inspection report by Roscon.

### **Update on building defect Owners Corporation action**

Milo (L2) reported formal proceedings have commenced via Oldham Lawyers in regard to building defects (as advised by Roscon in an independent defects report) and pursuing under Building Warranty.

Three letters of demand have been issued to the relevant parties below.

**Letter 1** – To the Stage 1 builder - U & KRV Developments Pty Ltd  
Is still in negotiation as to liability.

**Letter 2** – To the Stage 2 builder - Maxim Sivinski  
The builder of stage 2 works has agreed to inspect the building and the subsequent defects listed.

**Letter 3** – To the Building Surveyor - Mike Neighbour  
Letter of demand has been issued. An initial response has been received.

## **14. BUDGET**

Resolved that the proposed budget as tabled be adopted. There is no increase to the current budget.

Admin Fund	\$31,732.00
Maintenance Fund	\$0.00

## **15. GENERAL BUSINESS**

Nil discussed

NOTE: That pursuant to Section 2.2 of the Contract of Appointment between the Owners Corporation and Gough Partners, additional costs may be incurred to manage major repairs and projects undertaken by the Owners Corporation.

NOTE – In accordance with Section 28 (3) of the Owners Corporation Act 2006, repairs and maintenance to the common areas as noted on the Plan of Subdivision is the responsibility of the Owners Corporation but that the Owners Corporation will seek the cost of the repair/maintenance from each unit owner who will benefit in accordance with the costs incurred.

NOTE – In accordance with Section 49 (1) of the Owners Corporation Act 2006, an Owners Corporation may recover as a debt the cost of repairs, maintenance or other works undertaken wholly or substantially for the benefit of one or some, but not all, of the lots affected by the Owners Corporation from the lot owners.

**CLOSURE:** There being no further business, the Chairperson declared the meeting closed at 04:30 pm.

NOTE – Gough Partners will communicate via email with all lots unless otherwise requested. All Notice of Meetings, Minutes, Correspondence and Levy Notices will be emailed to all Lot Owners or Agents.

## **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.

#### **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.

### **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.

### **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 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (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**.



## **SCHEDULE 3 - Statement of advice and information for prospective purchasers and lot owners**

Regulation 17

### **What is an Owners Corporation?**

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Use Victoria.

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

### **How are decisions made by an Owners Corporation?**

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

### **Owners Corporation Rules**

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

### **Lot Entitlement and Lot liability**

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

### **Further information**

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

### **Management of an Owners Corporation**

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

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

Ref. No: 323/ENFORC/2019  
Enquiries: Nick Atkinson  
Telephone: 9524 3333  
Facsimile No: 9523 0339

RECEIVED  
25 NOV 2019

BY: *[Signature]*



GLEN EIRA  
CITY COUNCIL

BENTLEIGH  
BENTLEIGH EAST  
BRIGHTON EAST  
CARNEGIE  
CAULFIELD  
ELSTERNWICK  
GARDENVALE  
GLEN HUNTLY  
MCKINNON  
MURRUMBEENA  
ORMOND  
ST KILDA EAST

20 November 2019

Gough Partners  
PO Box 217  
ASHBURTON VIC 3147

Dear Sir/Madam

**RE: NON-COMPLIANCE WITH CONDITION OF PLANNING PERMIT  
ADDRESS: 625 GLEN HUNTLY ROAD CAULFIELD VIC 3162**

Planning Permit GE/PP-20920/2008/A was issued for the construction of a four storey building comprising a shop and five (5) dwellings with associated car parking at ground floor and reduction of visitor and shop parking in accordance with the endorsed plans. A recent inspection of the above property was conducted to confirm the planning permit conditions are being met.

I must highlight that Condition 2 of the permit states:

2. The layout of the site and size, design and location of buildings and works as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.

To date, this condition has not been met, due to an Omer brand car stacker being installed in lieu of the approved Wohr brand car stacker. As a result of this action, the site is currently in breach of the approved planning permit. It is therefore requested that remedial works be completed in accordance with the condition, within twenty-eight (28) days from the date of this letter.

Please note that failure to comply with the above may result in further enforcement action; with the possible issuing of a planning infringement notice. This is not Council's preferred course of action; therefore we seek your co-operation in ensuring compliance with the approved permit.

Please do not hesitate to contact Urban Planning to submit an amended planning permit.

Yours faithfully

NICK ATKINSON  
PLANNING COMPLIANCE OFFICER

GLEN EIRA CITY COUNCIL  
CORNER GLEN EIRA AND HAWTHORN ROADS, CAULFIELD, VIC  
PO BOX 42, CAULFIELD SOUTH 3162

ABN 65 952 882 314 • P 03 9524 3333 • F 03 9523 0339  
NATIONAL RELAY SERVICE TTY 13 36 77 • SPEAK AND LISTEN 1300 555 727  
INTERNET-RELAY NRSCALL.GOV.AU THEN ENTER 03 9524 3333 • MAIL@GLENEIRA.VIC.GOV.AU  
GLENEIRA.VIC.GOV.AU



## Building Defect Report

625 Glen Huntly Road, Caulfield VIC 3162 (PS 734945U)

- ✓ 30+ Years Experience In Reporting Services
- ✓ Our Quality Reports Make Roscon The Number 1 Choice
- ✓ We Conduct Onsite Audits Including Photos, Not Desktop Audits
- ✓ ISO 9001 Accredited Systems & Procedures
- ✓ Domestic Unlimited Builders (DB-U 13329)
- ✓ Commercial Unlimited Builders (CB-U 4272)
- ✓ Member - MBAV Platinum Master Builder
- ✓ Member - Strata Community Australia
- ✓ Member - Australian Institute of Project Management
- ✓ Member - The Real Estate Institute of Australia

## Roscon Property Services

Roscon Property Services is the first property services provider to introduce central streamlined systems integrating property services and quality controlled reporting services accredited by International Certifications, dedicated to support Owners Corporation managers.

Since 1987 we have evolved from our history of developing and constructing prestigious residential and high profile commercial/ industrial landmark projects. We have extended our service capabilities through our extensive construction, strata management and professional property services experience, and filled the void between three property industries.

Built on solid foundations our clients rest assured in the comfort of knowing they're supported by Registered Building Practitioners, qualified professionals, fully insured and committed in protecting their responsibility to valued clients.

## Mission Statement

"It is the policy of Roscon Property Services to deliver property solutions to its clients in the most efficient and timely manner while respecting legal and statutory requirements. Roscon Property Services Pty Ltd operates under ISO 9001-2015 in the completion of its services. All staff & sub-contractors are expected to work according to our policies and procedures. The system employed by Roscon Property Services Pty Ltd is reviewed annually in order to ensure its consistency".

## Instructed By

<b>Name</b>	Rob Le Page
<b>Company</b>	Gough Partners Pty Ltd
<b>Address</b>	625 Glen Huntly Road, Caulfield VIC 3162

## Inspected & Compiled by

Action	Name	Date
Prepared By	Oliver Morton	18/01/2021
Inspected By	Oliver Morton	08/01/2021
Reviewed By	George Pulikkottil	02/02/2021
Approved By	Paul Cummaudo	02/02/2021
On Behalf Of	Roscon Property Services	

02/02/2021

Dear Rob Le Page,

Thank you for using Roscon Property Services Pty Ltd for your Building Defect Report. I have attached a copy of the report that has been compiled by an experienced auditor.

Should you require further assistance or need clarification of anything that is contained within the report then please do not hesitate to contact us.

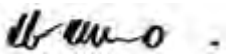
The attached report includes the following:

<b>Part 1</b>	Inspection Notes
<b>Part 2</b>	Detailed Defect Report
<b>Part 3</b>	Videos
<b>Part 4</b>	Appendix - Occupancy Permit
<b>Part 5</b>	Appendix - Fire Engineering Report
<b>Part 6</b>	Appendix -VBA ACP Fact Sheet
<b>Part 7</b>	Appendix - Architectural Drawing
<b>Part 8</b>	Terms & Conditions

The team at Roscon Property Services are available to assist you with any rectification concern that may eventuate and look forward to your call. Thank you for your continued business.

Yours Sincerely

**Roscon Property Services Pty Ltd**



**Paul Cummaudo**

Director

VIC, Licensed Estate Agent, REMC

VIC, Registered Building Practitioner VBA - DB-U 13329, CB-U 4272

NSW, Builders Contractor Licence 294038C, Supervisor Certificate 77390S

QLD, Builder Open - No: 15116625

Member AREI, REIV, MBAV, MAIPM, SCA

## Part 1: Inspection Notes

Roscon Property Services were engaged by Gough Partners Pty Ltd to conduct a Forensic Building Defects Report for the property at 625 Glen Huntly Road, Caulfield VIC 3162. The investigation was undertaken on Thursday the 14th of January 2021 at approximately 10:30 am.

### Occupancy permit provided to the Roscon At the time of compiling the report:

- **Occupancy permit:** No20150082/3
  - **Date of issue:** 21/03/2019

### The following areas were inspected at the property:


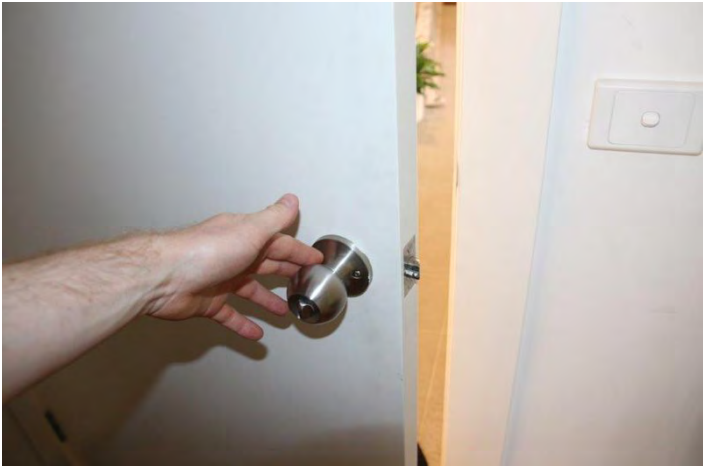
- Rooftop Area
- Basement levels
- Car stacker areas
- Common areas (ground level to level 4)

### The following major defects were identified at the property:

- The building has ACP signage on the awning of the property.
- The spreader throughout the property is not installed in accordance with **Clause 5.7.7 Spreaders of HB39- 1992 Installation code for metal roof and wall cladding.**
- Apartments door and service cabinets throughout the property were not fitted with fire door and do not contain an FRL. This is not in accordance **with Performance requirement CP2 from the NCC.**
- Inadequately fire and smoke protected service cabinet doors were found in paths of travel throughout the building.
- The penetrations in the service cabinets throughout the building have not been adequately fire sealed.
- Major non compliances with passive fire protection and storm-water plumbing onsite.
- Honeycombing of concrete noted in a few locations of the property.
- Water leak into the common stairwell, carpark area and car stacker pit.
- Car stacker installed is not fit for purpose and is deemed defective.
- Defective window installations onsite.



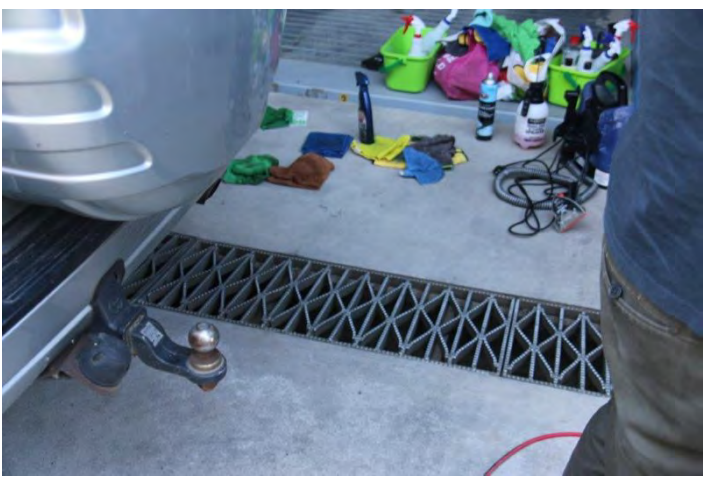
The following Forensic Building Defects Report provides a detailed summary of all findings identified during the inspection of the property. All recommended rectification works are brief in nature and should be planned in much greater detail prior to being carried out. Additionally, any works to be completed should be done in accordance with the current NCC, Australian Standards, the Guide to Standards and Tolerances and all other relevant building codes and regulations.


## Part 2: Detailed Defects Report

Item	Details	Photographic Details
1.	<p><b>Location:</b> Apartment doors - Throughout</p> <p><b>Finding:</b> It was noted at the time of inspection that the Sole Occupancy Unit (SOU) doors are not fire-rated doors or solid core doors. They appear to be hollow core doors and are not suitable for their current installation.</p> <p>As these doors lead to apartments that are to be fire-isolated, they are required to have an appropriate FRL rating to prevent the spread of fire. They are also required to be self-closing and have smoke seals installed.</p> <p>The SOU doors do not have any metal labels installed to detail their FRL rating and there are no listed Performance Solutions in the Occupancy Permit to vary from this requirement of the National Construction Code (NCC).</p> <p><b>Deemed-to-Satisfy provision C3.4 of the National Construction Code (NCC) 2014 Volume One states:</b></p> <p><i>"(a) Where protection is required, doorways, windows and other openings must be protected as follows:</i></p> <p><i>(i) Doorways—</i></p> <p><i>(A) internal or external wall-wetting sprinklers as appropriate used with doors that are self-closing or automatic closing; or</i></p> <p><i>(B) -/60/30 fire doors that are self-closing or automatic closing."</i></p> <p><b>A defect has been noted.</b></p> <p><b>Recommendations:</b></p> <p>The builder is to provide the details of the doors that they have installed to the sole occupancy units.</p> <p>If they are fire doors they are to have suitable self-closing systems and smoke seals installed and the doors are to be inspected and tagged by an appropriately qualified Essential Safety Measure (ESM) contractor.</p>	 


Item	Details	Photographic Details
1.	If they are not fire doors they are to all be replaced with an approved fire door system, incorporating self-closing mechanisms and smoke seals.	






Item	Details	Photographic Details
2.	<p><b><u>Location:</u></b></p> <p>Northern Driveway and car stacker pit</p> <p><b><u>Finding:</u></b></p> <p>It was brought to Roscon's attention at the time of inspection that there have been issues with the plumbing and drainage to the car stacker pit on the Northern side of the property.</p> <p>The owners have supplied some photos of the stormwater pipe being laid from the stacker pit.</p> <p>During heavy rain, the residents note that the stacker pit does not drain properly. Water pools in the pit. The sump pump should discharge water out of the pit to the council drainage system via the legal point of discharge.</p> <p>The adjacent images show that the pipe has been laid within the boundary of the neighbouring property.</p> <p>The town planning civil drawings have not been viewed in relation to this issue.</p> <p><b>Further investigation is required.</b></p> <p><b><u>Recommendations:</u></b></p> <p>The builder is to relocate the pipe so it does not encroach onto the neighbouring property. Ensure that the pipe is able to drain into the legal point of discharge. Refer to approved civil drawings to determine the designed drainage specifications.</p>	  



Item	Details	Photographic Details
3.	<p><b>Location:</b></p> <p>Throughout the building - External facade.</p> <p><b>Finding:</b></p> <p>It was noted at the time of inspection that there are a number of recessed areas that have had a dark rendered cladding installed that appears to be Expanded Polystyrene (EPS), as seen in <b>Image 1</b>.</p> <p>EPS is a combustibile cladding material and is not able to be installed on a building without a fire engineering performance solution being issued. No such Performance solution was listed on Occupancy Permit No. BS-U 1232 20150082/3 dated 19/03/2019.</p> <p>The Victorian Building Authority (VBA) has published a fact sheet on EPS.</p> <p>The Eastern elevation view from the architectural drawings authored by <i>Kat Design</i> Rev B and dated 20.05.2016, can be seen in Part 7 - <b>Appendix</b> .</p> <p>The area highlighted shows that this section of wall is to have a 'rendered finish', as seen in <b>Image 2</b>, however does not provide any details of the wall composition.</p> <p><b>Deemed-to-Satisfy Provision 3.1 "Fire-resistance of building elements"</b> of <b>Specification C1.1</b> of the <b>National Construction Code (NCC) 2014 Volume One</b> states:</p> <p><i>"In a building required to be of Type A construction</i></p> <p>—</p> <p><i>(a) each building element listed in Table 3 and any beam or column incorporated in it, must have an FRL not less than that listed in the Table for the particular Class of building concerned; and</i></p> <p><i>(b) external walls, common walls and the flooring and floor framing of lift pits must be non-combustible;"</i></p>	 <p><b>Project:</b> 625 GLENHUNTLY ROAD , CAULFIELD <b>Schedule of External Materials, Colors and Finishes</b></p> <p>1 EXTERNAL WALL: RENDER FINISH IN DULUX - SANDY DAY HALF COLOR OR SIMILAR</p> <p>2 EXTERNAL WALL: RENDER FINISH IN DULUX - TOFFEE FINGERS OR SIMILAR</p> <p>3 NATURAL ANNOIDISED ALUMINIUM WINDOW FRAMES AND BALUSTRADE - OR SIMILAR SELECTED</p> <p>4 GLASS BALUSTRADE FOR BALCONY- 1.1M HIGH MIN BY MANUFACTURE SPEC.</p> <p>5 KLIP LOK ROOFING - BLUESCOPE STEEL NATURAL ZINCALUME IN COLOR</p>




Item	Details	Photographic Details
	<p><b><u>Recommendations:</u></b></p> <p>Firstly, the builder is to provide confirmation as to what material this section of the wall has been constructed from. If this is not able to be provided then a sample of the wall material is to be taken to determine the wall material. If it is not able to be confirmed on site then the sample is tested by a NATA accredited laboratory.</p> <p>If the product is confirmed to be combustible then the builder is to replace the wall cladding with a similar non-combustible product. A building permit and scope of works will be required for any replacement cladding works.</p>	

Item	Details	Photographic Details
4.	<p><b><u>Location:</u></b></p> <p>Car stackers</p> <p><b><u>Finding:</u></b></p> <p>The car stacker that has been installed at the property is a variation to the one specified in the town planning approved drawings. A building notice has been issued by the council to the owners since the variations were not amended on the building permit.</p> <p>This stacker does not fit the intended use at the property. The top two car spaces on the stacker cannot be used since the stacker raises too close to the ceiling of the car park space. The stacker also does not operate properly due to faulty components.</p> <p>The builder has installed the wrong product, that the residents cannot use, and as a result, the owners are responsible for a building notice issued to them.</p> <p>Engage the builder to replace the stacker system with the one that was approved, or a similar system that can be used as intended. The builder should amend the building permit.</p> <p><b>Section 8 of the Domestic Building Contracts Act 1995</b> states:</p> <p><i>"The following warranties about the work to be carried out under a domestic building contract are part of every domestic building contract -</i></p> <p><b>A building defect has been noted.</b></p> <p>The builder is to engage a vertical transportation specialist consultant to arrange and facilitate the replacement of the car stacker system that is suitable for use in this location.</p> <p>If a standard-sized system cannot be installed in the existing space to work effectively, as intended, the builder is to provide appropriate engineering documentation for a suitable alternative parking arrangement for the building.</p>	

Item	Details	Photographic Details
5.	<p><b>Location:</b></p> <p>Throughout the property.</p> <p><b>Finding:</b></p> <p>It was brought to Roscon's attention at the time of inspection that the aluminium window frames throughout the property allegedly leak into all apartments, resulting in water damage throughout areas adjacent to the window frames. Damages to unit 2 can be seen in <b>Image 3</b>. Similar damages were also noted in multiple other units.</p> <p>A gap is noticeable along the top of the window frame between the lintel and the frame itself, as seen in <b>Image 2</b> and <b>Image 3</b>.</p> <p>Window frames are part of a tested system from the manufacturer to ensure that they are able to withstand certain levels of air and water infiltration. As water is able to enter the apartment some aspect of this tested system has either not been installed or has failed.</p> <p>Additionally, the aluminium windows throughout the property have been rigidly installed with no gaps of flexible sealant between the window frames and rendered walls, as seen in <b>Image 2</b> and <b>Image 3</b>.</p> <p>Furthermore, the steel lintels appear to have corroded. The lintels do not appear to be treated or suitable for external use, as seen in <b>Image 3</b>.</p> <p><b>Performance requirement FP1.4 of the National Construction Code (NCC) 2014 Volume One states:</b></p> <p><i>A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause -</i></p>	  


Item	Details	Photographic Details
5.	<p>(a) <i>unhealthy or dangerous conditions, or loss of amenity for occupants; and</i>                      (b) <i>undue dampness or <b>deterioration of building elements.</b></i></p> <p>Additionally;</p> <p><b>Clause 7.3.1 of AS2047-2014 - Windows and External Glazed Doors in Buildings</b> states:</p> <p><i>"A gap shall be provided between the window and the surrounding structure sufficient to prevent loads being imposed on the window, allowing for thermal expansion of the window and for structural movement as described in Clauses 7.3.2 and 7.3.3.</i></p> <p><b><i>The gap shall be sealed with suitable flexible mouldings or flexible caulking to resist water penetration, or other weatherproofing methods shall be used."</i></b></p> <p><b>Multiple building defect has been noted.</b></p> <p><b><u>Recommendations:</u></b></p> <p>The builder is to provide the test certificates for the window system that they have installed. If this cannot be provided then the builder is to replace all windows with an appropriately tested system and provide the required certification upon the completion of works.</p> <p>If this can be provided, the builder is to remove the window frames and determine what aspect of the tested system has either failed or not been installed. The builder is to rectify these issues as required upon these further investigative works.</p> <p>During these works, the builder is to remove all corrosion from the steel lintels and apply an appropriate anti-corrosion treatment suitable for external use.</p>	
Item	Details	Photographic Details
5.	<p>The builder is to also ensure the flexible joints are installed between the window frames and external rendered walls surrounding all windows upon the completion of any works.</p>	

Item	Details	Photographic Details
6.	<p><b><u>Location:</u></b></p> <p>Common Stairwell - Top Most Level</p> <p><b><u>Finding:</u></b></p> <p>It was brought to Roscon's attention at the time of inspection that there is a water ingress issue into the stairwell of the property. A video has been provided depicting water flowing down the stairs, as seen in <b>Image 1</b> and <b>Image 2</b>.</p> <p>The point of origin of this water ingress is not clear and currently, it is a major OH&amp;S issue for people using the stairs during these occasions.</p> <p><b>Performance Requirement FP1.4 of the National Construction Code (NCC) 2014 Volume One</b> states:</p> <p><i>"A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—</i></p> <p><i>(a) unhealthy or <b>dangerous conditions</b>, or loss of amenity for occupants; and</i></p> <p><i>(b) <b>undue dampness</b> or deterioration of building elements."</i></p> <p><b>A building defect has been noted.</b></p> <p><b><u>Recommendations:</u></b></p> <p>The water leak investigation to be conducted to find the source of a water leak. As the source of water ingress is unknown more investigation is required. Once identified the builder is to rectify the leaking area as required and replace all water-damaged building elements.</p>	 

Item	Details	Photographic Details
7.	<p><b><u>Location:</u></b></p> <p>Access Control System</p> <p><b><u>Finding:</u></b></p> <p>It was brought to Roscon's attention that the access control systems throughout the property are not functioning as intended.</p> <p>The intercom system at the front entrance to the building is not working and additionally, the lift system is not functioning.</p> <p><b>Clause 18.02</b> of the <b>Guide to Standards and Tolerances 2007</b> states:</p> <p><i>"Damage to appliances and fittings supplied as part of the building contract are defects if it is due to the builder's workmanship.</i></p> <p><i>During the documented maintenance period after completion, fittings are defective if they do not operate as intended by the manufacturer. If the maintenance period is not documented it is to be taken as three months. After the end of the maintenance, period failure is not a defect unless it is caused by the builder's workmanship."</i></p> <p><b>A building defect has been noted.</b></p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to rectify the problem with the access control system and ensure operation as intended by the manufacturer.</p>	  



## Building Exterior


Item	Details	Photographic Details
8.	<p><b>Location:</b></p> <p>Windows throughout the building.</p> <p><b>Finding:</b></p> <p>It was noted at the time of the inspection that some windows throughout the building still have the protective wrapping installed, as seen in <b>Image 1</b> to <b>Image 3</b>. This is poor workmanship by the builder.</p> <p><b>Section 8 of the Domestic Building Contracts Act 1995</b> states:</p> <p><i>"The following warranties about the work to be carried out under a domestic building contract are part of every domestic building contract -</i></p> <p><b>A building defect has been noted.</b></p> <p><b>Recommendations:</b></p> <p>The builder is to remove the protective wrapping from all windows throughout the building.</p>	 <p>The photographs show three different views of windows on a building's exterior. The top image shows a window with white protective tape still applied to the frame. The middle image is a close-up of the window frame, showing the white tape and some red markings. The bottom image shows a window with the white tape still on the frame, with a wooden fence and a house in the background.</p>


## Southern Facade

Item	Details	Photographic Details
9.	<p><b>Location:</b></p> <p>Southern facade - Electrical cabinet.</p> <p><b>Finding:</b></p> <p>It was noted at the time of inspection that the electrical cabinet is constructed from timber without any fire protection as seen in <b>Image 1&amp;2</b>. Timber is a combustible material.</p> <p><b>Deemed to Satisfy Provision D2.7(d) of the National Construction Code (NCC) 2014 Volume One</b></p> <p><i>"(d) Services or equipment comprising -</i></p> <ul style="list-style-type: none"> <li><i>(i) <b>electricity meters</b>, distribution boards or ducts;</i></li> <li><i>or</i></li> <li><i>( ii) central telecommunications distribution boards or equipment; or</i></li> <li><i>(iii) electrical motors or other motors servicing equipment in the building, maybe installed in -</i></li> <li><i>(iv) a required exit, except for fire isolated exits specified in (a); or</i></li> <li><i>(v) in any corridor, hallway, lobby or the like leading to a required exit,</i></li> </ul> <p><i>if the services or equipment are <b>enclosed by non-combustible construction</b> or a fire protective covering with doorways or openings suitably sealed against smoke spreading from the enclosure."</i></p> <p><b>A building defect has been noted.</b></p> <p><b>Recommendations:</b></p> <p>The builder is to either installed fire rated door sets to the electrical service cabinets or installs to the doors a suitable fire protective covering.</p>	 


Item	Details	Photographic Details
10.	<p><b>Location:</b></p> <p>Southern facade - Awning signage.</p> <p><b>Finding:</b></p> <p>It was noted at the time of inspection that Aluminium Composite Panels (ACP) have been used in the construction of the awning signage attachment at the Southern side of the building, as seen in <b>Image 1</b> and <b>Image 2</b>. The core of the ACP could not be identified.</p> <p>Please note no performance solution provided on the Occupancy permit (Permit No.20150082/3 Date 21/03/2019) Relating to external walls of the property and there was no mention of the external wall and awning materials and also on the Fire engineering report (Affinity Fire Engineering - 153032_FER Dated 24/08/2018) no permitting the use of ACP on owning of the property. Refer to <b>Appendix ACP</b> for more information.</p> <p>The Victorian Building Authority (VBA) published a fact sheet titled Aluminium Composite Panels (ACP) which states that the highest risk aluminium composite panel products have a 100% polymer core - usually polyethylene. This variety is known as PE.</p> <p>This VBA fact sheet can be seen in <b>Appendix - VBA fact sheet on Aluminium Composite panels (ACP)</b>.</p> <p><b>Deemed-to-Satisfy Provision 2.4</b> from <b>Specification C1.1</b> of the <b>National Construction Code (NCC) 2014 Volume One</b> states:</p> <p><i>"(a) A combustible material may be used as a finish or lining to a wall or roof, or in a sign, sunscreen or blind, awning, or other attachment to a building element which has the required FRL if -</i></p>	  


Item	Details	Photographic Details
10.	<p>....</p> <p><i>(ii) it is <b>not located near or directly above a required exit</b> so as to make the exit unusable in a fire."</i></p> <p><b>A building defect has been noted.</b></p> <p><b><u>Recommendations:</u></b></p> <p>It is not clear if this sign was installed as part of the initial build or as part of the shopfront fit out.</p> <p>The most convenient and cheapest solution for either the builder or the store owner is to replace the sign with an appropriate non-combustible material.</p>	

Item	Details	Photographic Details
11.	<p><b><u>Location:</u></b></p> <p>Southern facade - Air-conditioning condenser.</p> <p><b><u>Finding:</u></b></p> <p>It was noted at the time of inspection that there is an air-conditioning condenser clearly installed to the Southern elevation of the building, as seen in <b>Image 1</b>.</p> <p>This is unusual as it is normally part of the Planning Permit requirements that air-conditioning units are obstructed from view by installing them on the balconies rather than on the facade of the building.</p> <p>Please note that no Planning Permits have been provided for review.</p> <p><b>This issue will require further information.</b></p> <p><b><u>Recommendations:</u></b></p> <p>The Planning Permit is to be reviewed to determine if any requirements for the installation of air-conditioning units are listed. If they are the builder will need to relocate the unit the the appropriate balcony or another suitable location.</p>	



Item	Details	Photographic Details
12.	<p><b><u>Location:</u></b></p> <p>Southern facade - Building entrance.</p> <p><b><u>Finding:</u></b></p> <p>It was noted at the time of the inspection that no copy of the occupancy permit displayed within the building.</p> <p><b>Regulation 1007</b> of the <b>Building Regulations 2006</b> states:</p> <p><i>"An owner of a building or place of public entertainment must take all reasonable steps to ensure that a copy of any current occupancy permit in respect of that building or place is displayed and kept displayed at an approved location within the building or place."</i></p> <p><b>This is an Issue for the Owners Corporation.</b></p> <p><b><u>Recommendations:</u></b></p> <p>The Owners Corporation is to display the Occupancy Permit at the approved location.</p>	



Item	Details	Photographic Details
13.	<p><b>Location:</b> Southern facade - Building entrance.</p> <p><b>Finding:</b> It was noted at the time of inspection that the handrails installed along the Southern entrance to the building are non-compliant with Australian Standards. The handrails have not been turned down adequately, as seen in <b>Image 1</b> and <b>Image 2</b>.</p> <p><b>Clause 10.3 of AS1428.1-2009 - Design for access and mobility - General requirements for access states:</b> .....</p> <p><i>(e) Ramps shall have a handrail complying with Clause 12 on each side of the ramp, as shown in Figure 14.</i></p> <p>Figure 14 can be seen in <b>Image 3</b>.</p> <p><b>A building defect has been noted.</b></p> <p><b>Recommendations:</b> The builder is to remove the currently installed handrails and install handrails compliant with <b>AS1428.1-2009</b>.</p>	   <p>(b) Elevation</p> <p>DIMENSIONS IN MILLIMETRES</p> <p>FIGURE 14 RAMP HANDRAILS</p>

Item	Details	Photographic Details
14.	<p><b><u>Location:</u></b></p> <p>Southern facade - Building entrance.</p> <p><b><u>Finding:</u></b></p> <p>It was noted at the time of the inspection that the strike plate and lock of the entrance door installed poorly as its not installed in the right location. This is an example of poor workmanship.</p> <p><b>Section 8 of the Domestic Building Contracts Act 1995 states:</b></p> <p><i>The following warranties about the work to be carried out under a domestic building contract are part of every domestic building contract -</i></p> <p><i>(a) the builder warrants that the work will be carried out in a <b>proper and workmanlike manner</b> and in accordance with the plans and specifications set out in the contract</i></p> <p><b>A building defect has been noted.</b></p> <p><b><u>Recommendations:</u></b></p> <p>Engage builder to installed the lock system in the right location.</p>	


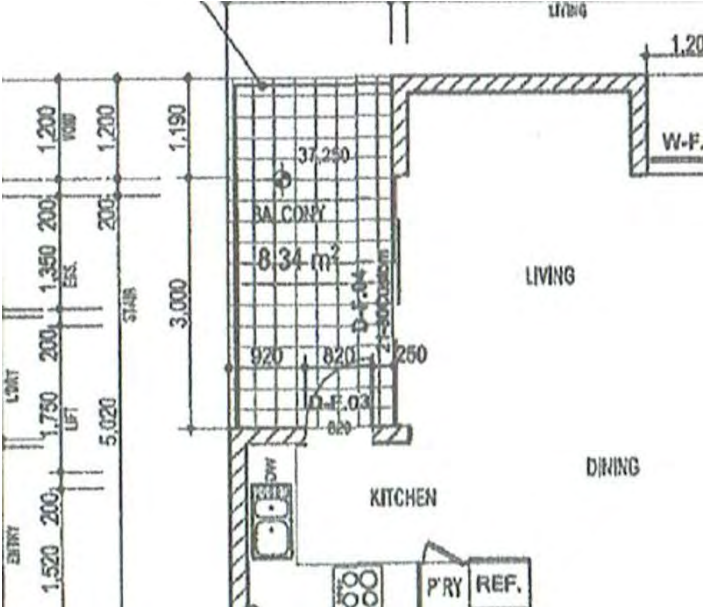

Item	Details	Photographic Details																		
15.	<p><b>Location:</b></p> <p>Southern facade - Building entrance.</p> <p><b>Finding:</b></p> <p>It was noted at the time of inspection that there is slight step cracking at the front entrance to the building, as seen in <b>Image 1</b> and <b>Image 2</b>. These cracks were only slight in nature.</p> <p>This step cracking is classed as category 1 as shown in <b>Figure 3</b> from <b>Section 3.02 of Guide to Standards and Tolerances 2007</b>, as seen in <b>Image 3</b>.</p> <p><b>Further monitoring of these cracks is required.</b></p> <p><b>Recommendations:</b></p> <p>The cracking is to be regularly monitored. If the width of the cracking increases over time, the builder is to engage a suitably qualified structural engineer to inspect the property and provide recommendations.</p>	 <table border="1" data-bbox="798 1355 1508 1825"> <thead> <tr> <th>Description of typical damage and required repair</th> <th>Crack width limit</th> <th>Crack category</th> </tr> </thead> <tbody> <tr> <td>Hairline cracks</td> <td>&lt; 0.1 mm</td> <td>0</td> </tr> <tr> <td>Fine cracks that do not need repair</td> <td>&lt; 1 mm</td> <td>1</td> </tr> <tr> <td>Cracks noticeable but easily filled. Doors and windows stick slightly</td> <td>&lt; 5 mm</td> <td>2</td> </tr> <tr> <td>Cracks can be repaired and possibly a small amount of wall will need to be replaced. Doors and windows stick. Service pipes can fracture. Weather tightness often impaired</td> <td>5 mm to 15 mm (or a number of cracks 3 mm or more in one group)</td> <td>3</td> </tr> <tr> <td>Extensive repair work involving breaking-out and replacing sections but also depends of walls, especially over doors and windows. Window and doorframes distort. Walls lean or bulge noticeably, some loss of bearing in beams. Service pipes disrupted</td> <td>15 mm to 25 mm but also depends on number of cracks</td> <td>4</td> </tr> </tbody> </table> <p><small>Based on: AS 2870 Residential slabs and footings – Construction Table C1: Classification of damage with reference to walls</small></p> <p>Refer also to notes to table 2.10</p>	Description of typical damage and required repair	Crack width limit	Crack category	Hairline cracks	< 0.1 mm	0	Fine cracks that do not need repair	< 1 mm	1	Cracks noticeable but easily filled. Doors and windows stick slightly	< 5 mm	2	Cracks can be repaired and possibly a small amount of wall will need to be replaced. Doors and windows stick. Service pipes can fracture. Weather tightness often impaired	5 mm to 15 mm (or a number of cracks 3 mm or more in one group)	3	Extensive repair work involving breaking-out and replacing sections but also depends of walls, especially over doors and windows. Window and doorframes distort. Walls lean or bulge noticeably, some loss of bearing in beams. Service pipes disrupted	15 mm to 25 mm but also depends on number of cracks	4
Description of typical damage and required repair	Crack width limit	Crack category																		
Hairline cracks	< 0.1 mm	0																		
Fine cracks that do not need repair	< 1 mm	1																		
Cracks noticeable but easily filled. Doors and windows stick slightly	< 5 mm	2																		
Cracks can be repaired and possibly a small amount of wall will need to be replaced. Doors and windows stick. Service pipes can fracture. Weather tightness often impaired	5 mm to 15 mm (or a number of cracks 3 mm or more in one group)	3																		
Extensive repair work involving breaking-out and replacing sections but also depends of walls, especially over doors and windows. Window and doorframes distort. Walls lean or bulge noticeably, some loss of bearing in beams. Service pipes disrupted	15 mm to 25 mm but also depends on number of cracks	4																		





Item	Details	Photographic Details
16.	<p><b><u>Location:</u></b></p> <p>Southern facade - Building entrance.</p> <p><b><u>Finding:</u></b></p> <p>It was noted at the time of inspection that the Southern main entry door has decals installed however they are not sufficient to indicate the presence of the door.</p> <p>The few decals that have been installed have been installed approximately 800mm from the ground level, as seen in <b>Image 1</b> and <b>Image 2</b>. Decals should be installed where they are easily visible and in sufficient number to allow them to be easily seen.</p> <p><b>Clause 5.19.3 of AS1288-2006 - Glass in buildings - Selection and installation states:</b></p> <p><i>"Marking, where required, shall be in the form of an opaque band not less than 20 mm in height and located so that the vertical distance from the floor level is -</i></p> <p><i>(a) not less than 700 mm from the upper edge of the band; and -</i></p> <p><i>(b) not more than 1200 mm to the lower edge of the band.</i></p> <p><b><i>The band shall be readily apparent. This may be achieved by ensuring that the band contrasts with the background or by increasing the height of the band.</i></b></p> <p>...."</p> <p><b>A building defect has been noted.</b></p> <p><b><u>Recommendations:</u></b></p> <p>The builder is to install additional decals the full width of the door to ensure that they are easily visible. Larger sized or more contrasting decals are to be used.</p>	 

Item	Details	Photographic Details
17.	<p><b><u>Location:</u></b></p> <p>Southern facade - Building entrance.</p> <p><b><u>Finding:</u></b></p> <p>It was noted at the time of inspection that the Southern entry to the building has a tiled walkway however there are insufficient expansion joints installed along its length.</p> <p>The expansion joints are spaced at greater than 4.5-meter intervals, as seen in <b>Image 1</b> and <b>Image 2</b>.</p> <p><b>Clause 5.4.5.2 of AS 3958.1-2007 - Ceramic tiles - Guide to the installation of ceramic tiles</b> states:</p> <p>....</p> <p><i>(b) Intermediate movement joints Intermediate joints type (c), (d) or (e), as shown in Figure 5.1, should be inserted at intermediate positions to accommodate deflections of the base and movements in the flooring. They should be provided in evenly spaced positions at approximately 4.5 m centres, or at locations where stress might reasonably be expected in—</i></p> <p><i>(i) internal floors, where any dimension exceeds 9 m or 6 m if subjected to sunlight; and</i></p> <p><i>(ii) external floors where any dimension exceeds 4.5 m.</i></p> <p><b>A building defect has been noted.</b></p> <p><b><u>Recommendations:</u></b></p> <p>The builder is to install suitable expansion joints at no greater than 4.5-meter spacings in accordance with <b>AS3958.1-2007</b>.</p>	 

## Northern Facade



Item	Details	Photographic Details
18.	<p><b>Location:</b></p> <p>Northern facade and laneway - Balcony drainage.</p> <p><b>Finding:</b></p> <p>It was noted at the time of inspection that there have been eave gutters installed to the outside edge of the balconies in this area of the building, as seen in <b>Image 1</b>.</p> <p>This is unusual and appears to be an afterthought as eave gutters are not usually used in this manner.</p> <p>There are no specifications to install eave gutters in this manner in either the preliminary issue hydraulic drawings No. H03 authored by Kat Design Rev P1 and dated Feb 2015 or the construction issue architectural drawing No. WD07 also authored by Kat Design Rev B dated 20.05.2016, as seen in image 2 and Image 3.</p> <p>The full drawing can be seen in <b>Appendix : Architectural drawings</b>.</p> <p>It is not clear if the addition of these eave gutters now protrudes past the allowable building envelope.</p> <p><b>This issue will require further information.</b></p> <p><b>Recommendations:</b></p> <p>The construction issue civil engineering drawings are to be retrieved to determine if there are any specifications for drainage from the balconies.</p> <p>The builder is to be consulted to determine what the original drainage specifications for the balcony were and why they have not been installed.</p> <p>A suitably qualified land surveyor is to be engaged to determine if the addition of the eave gutters breaches any requirements of any planning or building permit conditions.</p> <p>If required, the builder is to install/alter the drainage provisions for the balconies.</p>	 <p>The photograph shows a balcony with a glass railing and a white eave gutter installed along the outer edge of the concrete slab. The gutter is positioned below the balcony level, protruding from the building's facade.</p>  <p>This architectural floor plan shows the layout of the balcony and adjacent living areas. The balcony is labeled 'BALCONY' with an area of 8.34 m<sup>2</sup>. Dimensions for the balcony and surrounding areas are provided, including a width of 3.000m and a depth of 1.190m. Other rooms shown include LIVING, DINING, KITCHEN, and ENTRY. A staircase is also indicated.</p>  <p>This simplified architectural floor plan shows the layout of the balcony and adjacent living areas. The balcony is labeled 'BALCONY' with an area of 8.34 m<sup>2</sup>. Other rooms shown include LIVING, DINING, KITCHEN, and ENTRY. A box labeled 'APT01' is present in the living area.</p>

Item	Details	Photographic Details
19.	<p><b><u>Location:</u></b></p> <p>Northern facade - External wall.</p> <p><b><u>Finding:</u></b></p> <p>It was noted at the time of the inspection that there is a section of poorly finished render on the external wall of the car stackers, as seen in <b>Image 1</b>. This is poor workmanship by the builder.</p> <p><b>Section 8 of the Domestic Building Contracts Act 1995</b> states:</p> <p><i>"The following warranties about the work to be carried out under a domestic building contract are part of every domestic building contract</i></p> <p><b>A building defect has been noted.</b></p> <p><b><u>Recommendations:</u></b></p> <p>The builder is to render the corner of the wall on Northern elevation of the property.</p>	

Item	Details	Photographic Details
20.	<p><b><u>Location:</u></b></p> <p>Northern facade - Rear carpark entrance.</p> <p><b><u>Finding:</u></b></p> <p>It was noted at the time of the inspection that the carpark entrance at the back of the property has no security gate or restrictions which allows anyone off the street to access the car stacker controls. Vandals can access the bins area as well as electrical cabinets of the property. The carpark area has not been secured properly, hence there is a chance of car vandalism for this property.</p> <p><b>This is a design issue.</b></p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to assess the feasibility of installing a security roller door access provision.</p>	

Item	Details	Photographic Details
21.	<p><b><u>Location:</u></b></p> <p>Northern facade - Rear carpark entrance.</p> <p><b><u>Finding:</u></b></p> <p>It was noted at the time of inspection that there is no height clearance signage displayed at the entrance to the car parking area.</p> <p><b>Clause 5.3.1 "General requirements" of AS2890.1- 2004 states:</b></p> <p><i>"To permit access for both cars and light vans, the height between the floor and an overhead obstruction shall be a minimum of 2200 mm. The minimum available clearance shall be signposted at all entrances. Appropriate warning devices such as flexible striker bars shall be provided in conjunction with the signs wherever the clearance shown on the signs is less than 2.3 m. Low clearance signs are specified in Clause 4.3.4(a). Clearances shall be measured to the lowest projection from the roof, e.g. fire sprinkler, lighting fixture, sign."</i></p> <p><b>A building defect has been noted.</b></p> <p><b><u>Recommendations:</u></b></p> <p>The builder is to install the required maximum height clearance signage.</p>	


## Car Parking Area



Item	Details	Photographic Details
22.	<p><b>Location:</b></p> <p>Car parking area - Switchboard.</p> <p><b>Finding:</b></p> <p>It was noted at the time of inspection that the main electrical switchboard has been installed in the car parking area without any means of protection from smoke or fire. Typically switchboards are installed in fire isolated cupboards so that the paths of egress are still accessible during such a situation.</p> <p>Due to the switchboards location, if a fire was to occur this would obstruct the adjacent fire exit from the car parking area, as seen in <b>Image 1</b>.</p> <p>Additionally, the main cable riser has been constructed of combustible MDF board, as seen in <b>Image 2</b>. This further exacerbates the issue of the switchboard not being fire or smoke isolated.</p> <p><b>Deemed-to-Satisfy Provision D2.7(d)</b> of the <b>National Construction Code (NCC) 2014 Volume One</b> states:</p> <p><i>"(d) Services or equipment comprising -</i></p> <ul style="list-style-type: none"> <li><i>(i) electricity meters, distribution boards or ducts; or</i></li> <li><i>(ii) central telecommunications distribution boards or equipment; or</i></li> <li><i>(iii) electrical motors or other motors serving equipment in the building,</i></li> </ul> <p><i>maybe installed in -</i></p> <ul style="list-style-type: none"> <li><i>(iv) a required exit, except for fire-isolated exits specified in (a); or</i></li> <li><i>(v) in any corridor, hallway, lobby or the like leading to a required exit,</i></li> </ul>	 


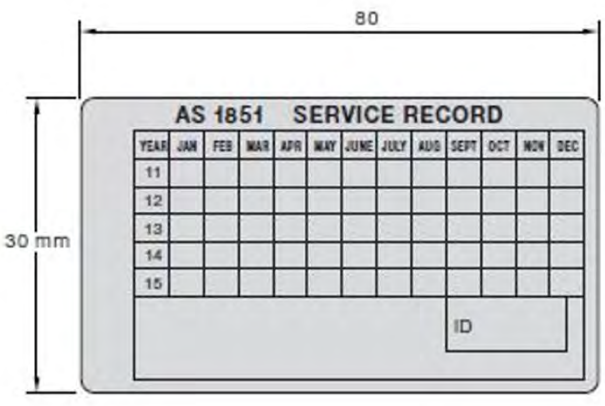
Item	Details	Photographic Details
22.	<p><i>if the services or equipment are <b>enclosed by non-combustible construction</b> of a fire-protective covering with doorways or openings suitably sealed against smoke spreading from the enclosure."</i></p> <p><b>A building defect has been noted.</b></p> <p><b><u>Recommendations:</u></b></p> <p>The builder is to remove the MDF boards from the main cable riser. The builder is to enclose the switchboard and cable riser in a cupboard enclosed of a suitable non-combustible construction.</p>	





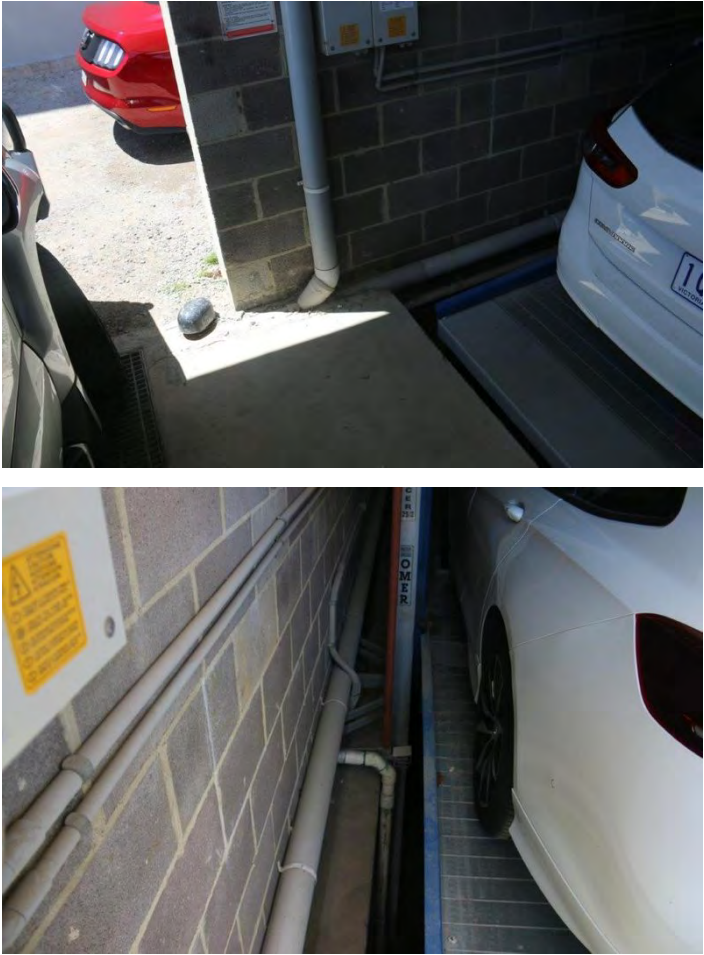
Item	Details	Photographic Details
23.	<p><b>Location:</b></p> <p>Car parking area - Fire extinguisher.</p> <p><b>Finding:</b></p> <p>It was noted at the time of inspection that a fire extinguisher has been installed in the car parking area where the bins are located, as seen in <b>Image 1</b> and <b>Image 2</b>.</p> <p>This is poorly positioned as if there was a fire in the switchboard cabinet there is no way to safely access this extinguisher, as seen in <b>Image 1</b>.</p> <p>Additionally, the Preliminary Issue Fire Service drawing No. F01 authored by <b>KATDESIGN</b> and dated Feb 2015 shows that the fire extinguisher is intended to be placed adjacent to the exit door, as seen in <b>Image 3</b>.</p> <p>Please note that Roscon has not been provided with the construction issue fire service drawings.</p> <p><b>Section 8 of the Domestic Building Contracts Act 1995</b> states:</p> <p><i>"The following warranties about the work to be carried out under a domestic building contract are part of every domestic building contract -</i></p> <p><i>(a) the builder warrants that the work will be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract."</i></p> <p><b>A building defect has been noted.</b></p> <p><b>Recommendations:</b></p> <p>The builder is to relocate the fire extinguisher and associated signage to more suitable position, near the entry door.</p>	  


Item	Details	Photographic Details
24.	<p><b><u>Location:</u></b></p> <p>Door to the undercroft car park from the lobby on the ground level</p> <p><b><u>Finding:</u></b></p> <p>It was noted at the time of the inspection that the door from the car parking area to the interior of the building is not a fire-rated door and appears to only be a hollow-core door.</p> <p>As this door leads to an internal fire compartment it is required to have an appropriate FRL rating to prevent the spread of fire. It is also required to be self-closing and have smoke seals installed.</p> <p><b>Performance requirement CP2 of the National Construction Code (NCC) 2014 Volume One states:</b></p> <p><i>"(a) A building must have elements which will, to the degree necessary, avoid the spread of fire—</i></p> <ul style="list-style-type: none"> <li><i>(i) to exits; and</i></li> <li><i>(ii) to sole -occupancy units and <b>public corridors</b>; and</i></li> </ul> <p><i>Application: CP 2(a)(ii) only applies to a Class 2 or 3 building or Class 4 part of a building.</i></p> <ul style="list-style-type: none"> <li><i>(iii) between buildings; and</i></li> <li><i>(iv) in a building."</i> <p><b>A building defect has been noted.</b></p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to replace the timber door with a fire door. The fire door and frame must comply with <b>AS1905.1-2015</b>.</p> </li></ul>	

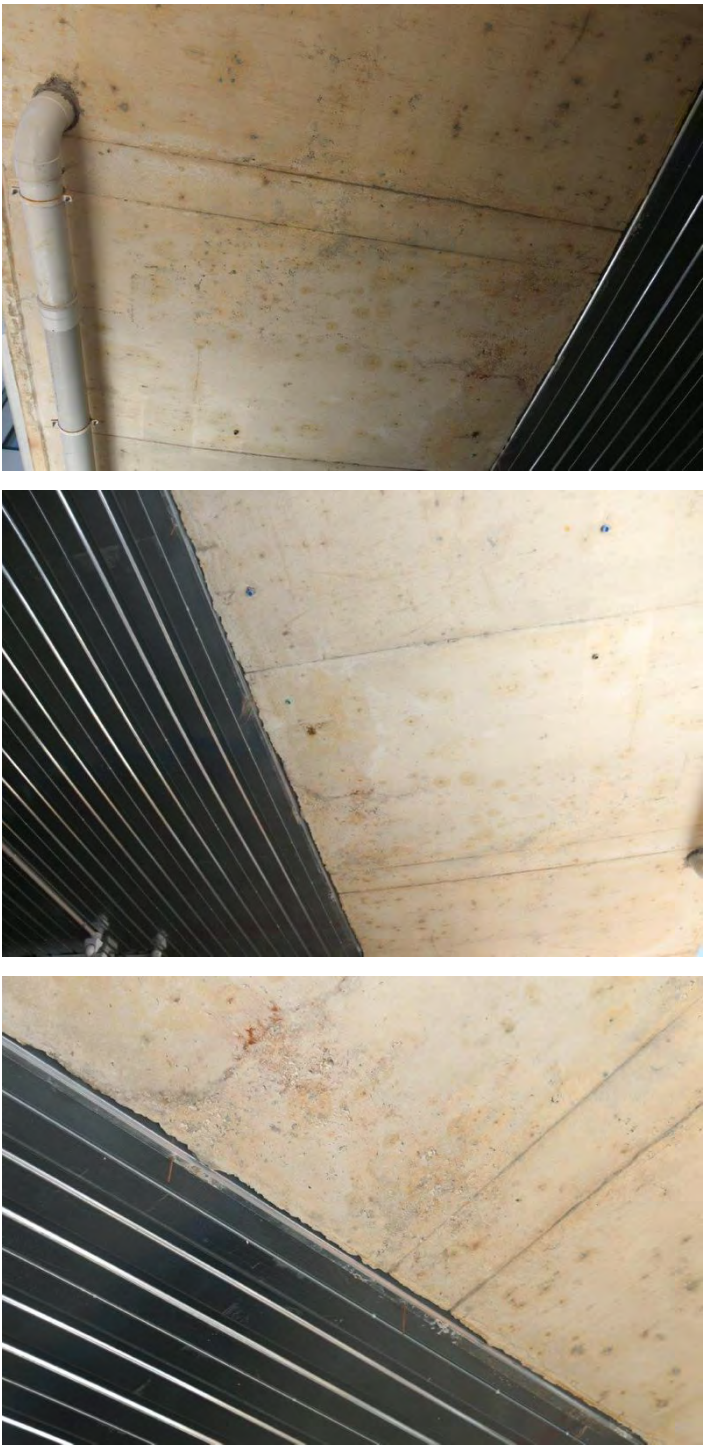
Item	Details	Photographic Details
25.	<p><b>Location:</b></p> <p>Car parking area - Bin area.</p> <p><b>Finding:</b></p> <p>It was noted at the time of inspection that the service penetration in the bin area of the car park have not been adequately sealed, as seen in <b>Image 1</b> and <b>Image 2</b>.</p> <p><b>Performance requirement CP8 of the National Construction Code (NCC) 2014 Volume One states:</b></p> <p><i>"Any building element provided to resist the spread of fire must be protected, to the degree necessary, so that an adequate level of performance is maintained—</i></p> <p><i>(a) where openings, construction joints and the like occur; and</i></p> <p><i>(b) where penetrations occur for building services."</i></p> <p><b>A building defect has been noted.</b></p> <p><b>Recommendations:</b></p> <p>The builder is to appropriately seal service penetrations with fire pillows, where possible, and fire-rated caulking to fill in the remaining gaps.</p> <p>An ESM contractor is to inspect service penetration afterwards and provide a certificate of compliance.</p>	
26.	<p><b>Location:</b></p> <p>Car parking area - Bin area.</p> <p><b>Finding:</b></p> <p>It was noted at the time of inspection that there is a redundant pipe protruding from the floor in the bin area, as seen in <b>Image 1</b>.</p> <p><b>An OH&amp;S issue has been noted.</b></p> <p><b>Recommendations:</b></p> <p>Engage the builder to remove this pipe to eliminate the tripping hazard.</p>	

Item	Details	Photographic Details
27.	<p><b>Location:</b></p> <p>Car parking area - Service penetrations.</p> <p><b>Finding:</b></p> <p>It was noted at the time of inspection that none of the service penetrations throughout the car parking area have the required service penetration labels, as seen in <b>Image 1</b>.</p> <p>Service labels are required to record the inspection history of the passive fire protection systems throughout the building.</p> <p><b>Clause 12.2.6 of AS1851-2012 - Routine service of fire protection systems and equipment states:</b></p> <p><i>"Passive fire and smoke system components, including penetrations, shall be labelled."</i></p> <p>An example of a suitable service label from <b>AS1851-2012</b> can be seen in <b>Image 2</b>.</p> <p>It was also noted that there are no labels on the service pipes throughout this area, as seen in <b>Image 1</b>.</p> <p><b>Clause 9.1 of AS1345-1995 - Identification of the contents of pipes, conduits and ducts states:</b></p> <p><i>Identification markings comprising either bands of base identification colour or pipe markers as required (see Clause 7.3) shall be located adjacent to all junctions, valves, service appliances, bulkheads, wall penetrations and the like, and at spacings not greater than 8 m along the service.</i></p> <p><b>Multiple building defect havebeen noted.</b></p> <p><b>Recommendations:</b></p>	  <p style="text-align: center;">DIMENSIONS IN MILLIMETRES</p> <p style="text-align: center;">FIGURE 12.2.6 SERVICE RECORD LABEL (TYPICAL)</p>


Item	Details	Photographic Details
27.	<p>The builder is to engage a suitable Essential Safety Measures (ESM) contractor to inspect the service penetrations and install service labels as required.</p> <p>The builder is to install pipe labels throughout this area so the contents of the pipes can be easily identified.</p>	
Item	Details	Photographic Details
28.	<p><b>Location:</b></p> <p>Car parking area - Stacker pit.</p> <p><b>Finding:</b></p> <p>It was noted at the time of the inspection that the stacker pit has redundant building materials and waste stored in it, as seen in <b>Image 1</b> and <b>Image 2</b>.</p> <p>If these items are leftover from construction then this is a building defect and they should be removed.</p> <p><b>Clause 18.09</b> of the <b>Guide to Standards and Tolerances 2007</b></p> <p><i>"Building sites are defective if, upon handover, they are not clear of building debris."</i></p> <p><b>Recommendations:</b></p> <p>If these building materials below to the builder they are to be removed.</p>	 

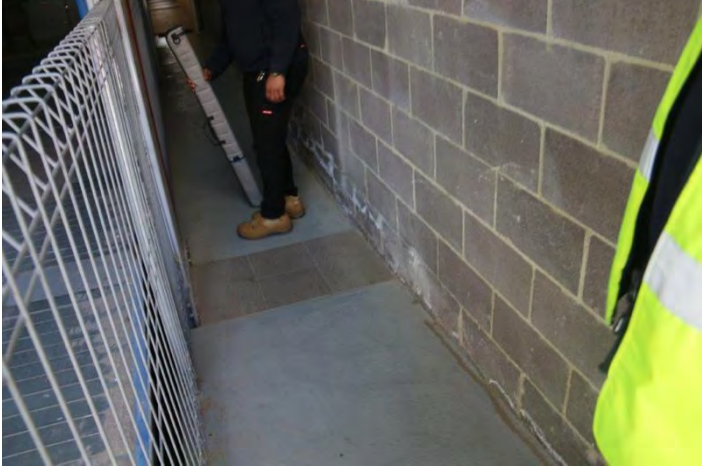

Item	Details	Photographic Details
29.	<p><b><u>Location:</u></b></p> <p>Car parking area - Stacker pit.</p> <p><b><u>Finding:</u></b></p> <p>It was noted at the time of inspection that there is no protection around the pit.</p> <p>There are no fences or fall restrictions and residents, especially children, may seriously injure themselves if they fall into the car stacker pit.</p> <p>Please note that there are no security provisions or gate on this entrance and therefore any members of the public may injure themselves in this location as well.</p> <p><b>An OH&amp;S issue has been noted</b></p> <p><b><u>Recommendations:</u></b></p> <p>The builder is to install suitable fall prevention equipment throughout the area such as suitable fencing or bollards.</p>	

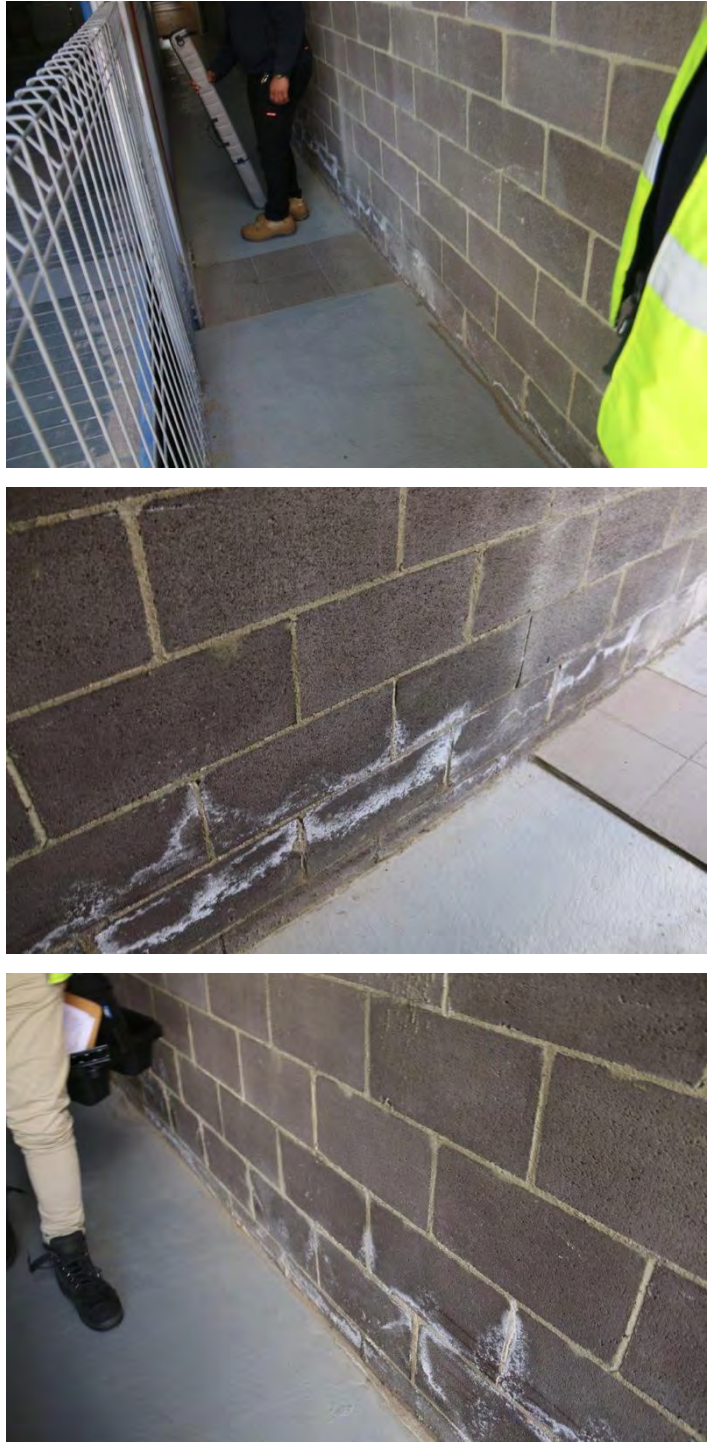
Item	Details	Photographic Details
30.	<p><b>Location:</b></p> <p>Car parking area - Handrails.</p> <p><b>Finding:</b></p> <p>It was noted at the time of the inspection that the handrails next to the car stacker were loose and not installed properly. The architectural drawing provided to the Roscon has no detailed information about the handrails.</p> <p><b>Section 8 of the Domestic Building Contracts Act 1995</b> states:</p> <p><i>"The following warranties about the work to be carried out under a domestic building contract are part of every domestic building contract</i></p> <p><i>(a) the builder warrants that the work will be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract;"</i></p> <p><b>A building defect has been noted.</b></p> <p><b>Recommendations:</b></p> <p>Engage builder to rectify the handrail in this area in accordance with handrail manufacturers installation instructions.</p>	

Item	Details	Photographic Details
31.	<p><b><u>Location:</u></b></p> <p>Car parking area - Ceiling throughout.</p> <p><b><u>Finding:</u></b></p> <p>Honeycombing of concrete has been noted throughout the carpark ceiling concrete slab as can be seen in <b>Image 1&amp;2</b>. This is likely caused by poor compaction of the concrete or poor formwork during construction.</p> <p><b>Clause 17.1.7.2 "Hardened concrete" of AS 3600-2009 - Concrete structures states:</b></p> <p><i>"Hardened concrete shall be liable to rejection if—</i>  <i>(a) it does not satisfy the requirements of Clause 17.1.6;</i>  <i>(b) it is porous, segregated, or honeycombed, or contains surface defects outside the specified limits; or</i>  <i>(c) it fails to comply with the other requirements of this Standard."</i></p> <p><b>A building defect has been noted.</b></p> <p><b><u>Recommendations:</u></b></p> <p>The builder is install a suitable grout throughout all voids in the concrete surfaces.</p>	

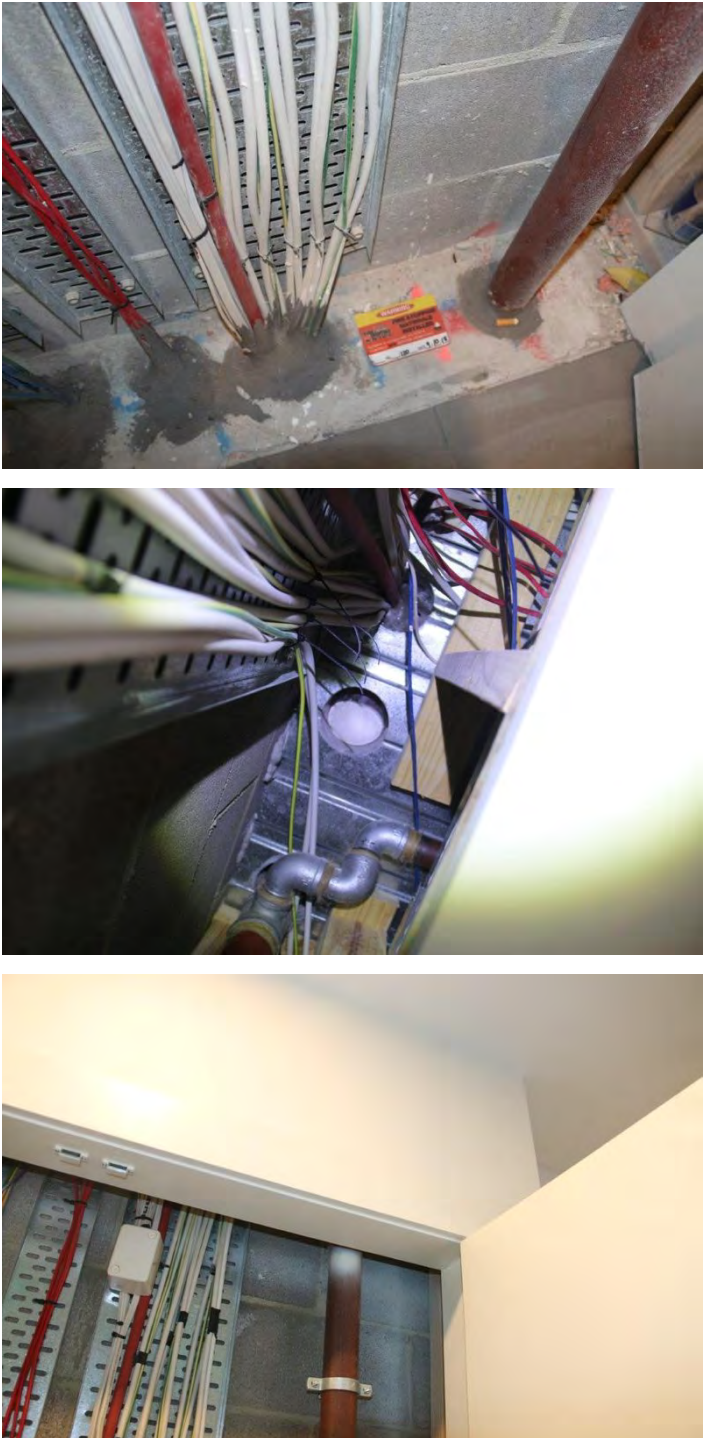


Item	Details	Photographic Details
32.	<p><b><u>Location:</u></b></p> <p>Car parking area - Stacker pit.</p> <p><b><u>Finding:</u></b></p> <p>It was noted at the time of the inspection that a section of the concrete car stacker pit has been damaged and spalled exposing the concrete reinforcement. The exposed reinforcement will oxidise causing spawling of the concrete's structure. The reinforcement should have a cover of at least 20mm applied as per <b>AS3600-2009 Concrete Structures TABLE 4.10.3.2</b> required cover where standard formwork and compaction are used.</p> <p><b>A building defect has been noted.</b></p> <p><b><u>Recommendations:</u></b></p> <p>Builder to patch the area with a suitable concrete cover thus covering the reinforcement bars from further oxidation.</p>	

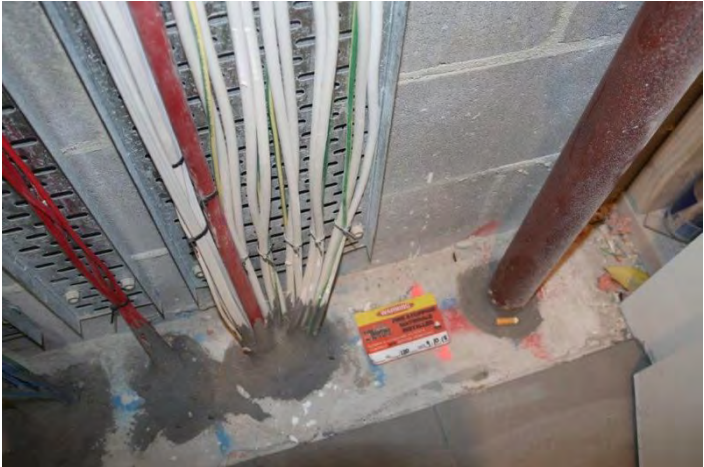
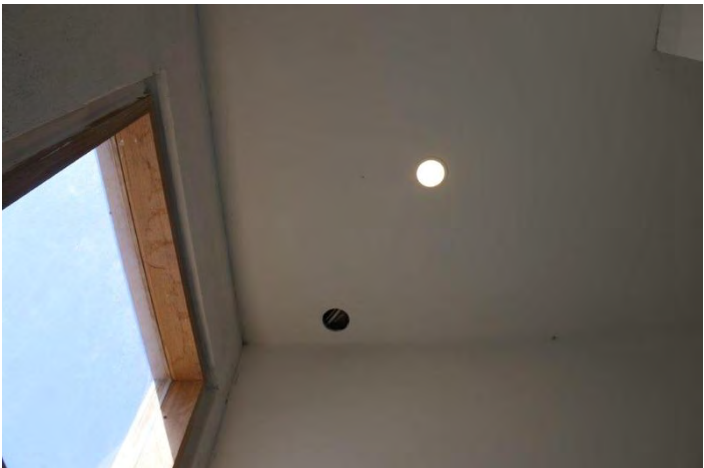
Item	Details	Photographic Details
33.	<p><b><u>Location:</u></b></p> <p>Car parking area - Walkway.</p> <p><b><u>Finding:</u></b></p> <p>It was noted at the time of the inspection that the walkway area to the car stackers has had a small section of additional tiling installed, resulting in a protruding trip hazard from the surface, as seen in <b>Image 1</b>.</p> <p><b>An OH&amp;S issue has been noted.</b></p> <p><b><u>Recommendations:</u></b></p> <p>The builder is to either remove this small section of tiling and finish it the same as the surrounding walkway or the entire walkway should be tiled.</p>	 


Item	Details	Photographic Details
34.	<p><b>Location:</b></p> <p>Car stacker entry walkway area</p> <p><b>Finding:</b></p> <p>Signs of rising damp on the blockwork wall of the walkway area can be seen. Efflorescence and salt deposits are visible on the outside of the blockwork wall as can be seen in <b>Image 2-3</b>. It was suspected that the water ingress into the blockwork from the exterior facade of the building.</p> <p><b>Performance Requirement FP1.4 of the National Construction Code (NCC) 2014 Building Code of Australia Volume One:</b></p> <p><i>"A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—</i></p> <ul style="list-style-type: none"> <li><i>(a) unhealthy or dangerous conditions, or loss of amenity for occupants; and</i></li> <li><i>(b) undue dampness or deterioration of building elements."</i> <p><b>A building defect has been noted.</b></p> <p><b>Recommendations:</b></p> <p>The external wall of the building along this walkway is to be waterproofed and any soil is to be sloped away from the structure. A recommended fall of 1:50 is to be achieved in the soil level away from the building. Protection boards such as coreflute are to be installed along the length of the wall partially beneath the soil.</p> </li></ul>	 <p>The top photograph shows a person standing in a narrow walkway next to a blockwork wall. The middle photograph is a close-up of the blockwork wall showing white efflorescence and salt deposits. The bottom photograph shows another view of the blockwork wall with similar signs of rising damp.</p>


## Internal Common Areas

Item	Details	Photographic Details
35.	<p><b>Location:</b></p> <p>All service riser throughout the property.</p> <p><b>Finding:</b></p> <p>A number of service penetrations between floors were not sealed. Service penetrations are required to be sealed to resist the spread of fire between floors. Currently, if a fire were to occur here, it could pass through the penetration and continue on to the next floor.</p> <p><b>Performance Requirement CP8 of the National Construction Code (NCC) 2014 Volume One states:</b></p> <p><i>"Any building element provided to resist the spread of fire must be protected, to the degree necessary, so that an adequate level of performance is maintained-</i></p> <p><i>(a) where openings, construction joints and the like occur; and</i></p> <p><i>(b) where penetrations occur for building services."</i></p> <p>All service cabinet doors located throughout the interior of the property do not provide adequate fire protection to the path of travel and have not been smoke sealed. No fire tags were present on the doors or door frames.</p> <p><b>Deemed-to-Satisfy Provision D2.7 "Installations in exits and paths of travel" of the National Construction Code (NCC) 2014 Volume One states:</b></p> <p><i>"...</i></p> <p><i>(d) Services or equipment comprising—</i></p> <p><i>(i) electricity meters, distribution boards or ducts; or</i></p> <p><i>(ii) central telecommunications distribution boards or equipment; or</i></p> <p><i>(iii) electrical motors or other motors serving equipment in the building, may be installed in—</i></p> <p><i>(iv) a required exit, except for fire-isolated exits specified in (a); or</i></p> <p><i>(v) in any corridor, hallway, lobby or the like leading to a required exit,</i></p> <p><i>if the services or equipment are enclosed by noncombustible construction or a fire-protective covering with doorways or openings suitably sealed against smoke spreading from the enclosure.</i></p> <p><i>..."</i></p>	


Item	Details	Photographic Details
35.	<p><b>A building defect has been noted</b></p> <p><b><u>Recommendations:</u></b></p> <p>The builder is to appropriately seal service penetrations with fire pillows, where possible, and fire-rated caulking to fill in the remaining gaps. An ESM contractor is to inspect service penetration afterwards and provide a certificate of compliance.</p> <p>Engage builder to remove and replace all services doors with non-combustible alternatives or provide fire-protective coverings. All doors to adequately seal to prevent smoke from spreading into the hallways.</p> <p>All fire resistant doors must self-close when required to provide smoke and fire protection to the passageway.</p>	


Item	Details	Photographic Details
36.	<p><b>Location:</b> Service penetrations - Throughout the building.</p> <p><b>Finding:</b> It was noted at the time of inspection that all of the service penetrations throughout the building do not have the required fire and smoke containment documentation installed. This is required of service penetrations as they are to be inspected every 6 months as per the Occupancy Permit and this documentation allows for the inspection of damage.</p> <p><b>Clause 17.2.4.2 of AS1851-2005 - Maintenance of fire protection systems and equipment</b> states: "A service label shall be affixed adjacent to each service penetration or control joint and shall contain as a minimum, the information specified in Figure 17.3."</p> <p><b>Figure 17.2.4</b> can be seen in <b>Image 2</b> depicting an example of a typical service label.</p> <p><b>A building defect has been noted.</b></p> <p><b>Recommendations:</b> All service penetrations should be inspected by suitably qualified ESM contractors and all open or defective penetrations are to be filled with appropriate fire-rated products or sealants to maintain the fire compartmentalization of the building. Once the penetrations have been rectified the ESM contractors are to provide the required fire and smoke containment documentation in accordance with AS1851-2012.</p>	 <div data-bbox="810 878 1497 1245" style="border: 1px solid black; padding: 10px; text-align: center;"> <p><b>Fire and Smoke Containment Barrier and Penetration System</b> (to AS 4072.1 and AS 1851)</p> <p>FRL: .....</p> <p>Installed by (Company Name): ..... Phone No: .....</p> <p>Installation Date: .....</p> <p>Installation Reference: .....</p> <p><b>Contact the above in the event of damage or if reinstatement is required</b></p> </div> <p>FIGURE 17.2.4 SERVICE PENETRATION/CONTROL JOINT SERVICE LABEL</p>
37.	<p><b>Location:</b> Windows - Throughout property.</p> <p><b>Finding:</b> It was noted at the time of the inspection that the windows throughout the common areas of the building appear to be made from timber and a single glazed panel of glass, as seen in <b>Image 1</b> and <b>Image 2</b>.</p> <p>In the Windows schedule of the construction issue architectural drawings (by Kat Design Rev B dated 20.05.2016) its stated that the windows should Timber/UPVC and double glazed, <b>A Defect is noted.</b> <b>Recommendations:</b> The Builder is to replace all windows as per approved building permit Window schedule and specifications.</p>	


Item	Photographic Details
<p>38. <b>Location:</b></p> <p>Throughout the building - All emergency exit/fire door.</p> <p><b>Finding:</b></p> <p>It was noted at the time of inspection that all emergency exit/fire doors do not have the required signage installed, as seen in <b>Image 1</b>.</p> <p><b>Deemed-to-Satisfy Provision D2.23 of the National Construction Code (NCC) 2014 Volume One</b> states:</p> <p><i>"(a) A sign, to alert persons that the operation of certain doors must not be impaired, must be installed where it can readily be seen on, or adjacent to, a -</i></p> <p>(i)</p> <p>(A) <b>required fire door providing direct access to a fire-isolated exit</b>, except a door providing direct egress from a sole-occupancy unit in a Class 2 or 3 building or Class 4 part of a building; and</p> <p>(B) <b>required smoke door</b>, on the side of the door that faces a person seeking egress and, if the door is fitted with a device for holding it in the open position, on either the wall adjacent to the doorway or both sides of the door; and</p> <p>(ii)</p> <p>(A) <b>fire door forming part of a horizontal exit</b>; and</p> <p>(B) <b>smoke door that swings in both directions</b>; and</p> <p>(C) <b>door leading from a fire isolated exit to a road or open space</b>, on each side of the door."</p> <p><b>A building defect has been noted.</b></p> <p><b>Recommendations:</b></p>	
	<p>The builder is to install the required fire door signage to all required doors throughout the building.</p>


Item	Details	Photographic Details
39.	<p><b><u>Location:</u></b></p> <p>Evacuation Diagram - Throughout the property</p> <p><b><u>Finding:</u></b></p> <p>It was noted at the time of inspection that the emergency evacuation diagrams throughout the common areas of the property have been labeled as 'sprinkler block plan', as seen in <b>Image 1</b>.</p> <p>These diagrams are not sufficient and will require correction and replacement.</p> <p>Emergency evacuation diagrams are necessary for indicating the safest path of travel during emergency situations, and to identify the location of fire-fighting equipment.</p> <p><b>Clause 3.5 "Evacuation Diagrams" of AS 3745-2010 - Planning for emergencies in facilities</b> states:</p> <p><i>"3.5.1 General Evacuation diagrams that provide emergency and <b>evacuation information shall be displayed in all facilities</b> in accordance with Clauses 3.5.2, 3.5.3, 3.5.4 and 3.5.5."</i></p> <p>This issue should have been identified by the routine Essential Services Maintenance (ESM) inspections and rectified.</p> <p><b>This is an issue for the Owners Corporation.</b></p> <p><b><u>Recommendations:</u></b></p> <p>The Owners Corporation is to engage an ESM contractor to design and supply Emergency Evacuation Plans specific to the property. Ensure that the plans are compliant with <b>AS 3745</b>.</p>	





Item	Details	Photographic Details
40.	<p><b>Location:</b></p> <p>Second Level - Common Area hallways</p> <p><b>Finding:</b></p> <p>It was noted at the time of the inspection that skirting boards in a few areas of common areas have not been installed or poorly installed as shown in <b>Image 1&amp;2</b>. This is an example of poor workmanship.</p> <p>This is a defect as per <b>Clause 10.02 in the Guide to Standards and Tolerances 2007:</b></p> <p><i>"Unless documented otherwise, the faces of architraves and skirtings are defective if they are not aligned and flush at mitres and butt joints and the misalignment can be seen from a normal viewing position."</i></p> <p>Engage builder to install skirting board in all common area hallways.</p>	


Item	Details	Photographic Details
41.	<p><b><u>Location:</u></b></p> <p>Second Level - Ceiling</p> <p><b><u>Finding:</u></b></p> <p>It was noted at the time of the inspection that there is a gap where the plasterboard wall meets the ceiling.</p> <p>This is a defect as per <b>Clause 9.19 in the Guide to Standards and Tolerances 2007:</b></p> <p>"Plaster peaking or jointing is a defect if it is visible from a normal viewing position."</p> <p><b>A building defect has been noted.</b></p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to rectify the finish in the plasterboard wall and ceiling. Ensure the gap rectification has a consistent finish and matches the existing design.</p>	

Item	Details	Photographic Details
42.	<p><b>Location:</b></p> <p>Second Level - Ceiling</p> <p><b>Finding:</b></p> <p>It was noted at the time of the inspection that the plasterboard ceiling has been cut out. This is an example of poor workmanship.</p> <p><b>Section 8 of the Domestic Building Contracts Act 1995</b> states:</p> <p><i>"The following warranties about the work to be carried out under a domestic building contract are part of every domestic building contract</i></p> <p><i>(a) the builder warrants that the work will be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract;"</i></p> <p><b>A building defect has been noted.</b></p> <p>The builder is to patch this hole in the ceiling and paint the ceiling to the nearest architectural break.</p>	


Item	Details	Photographic Details
43.	<p><b>Location:</b></p> <p>Common areas hallways</p> <p><b>Finding:</b></p> <p>It was noted at the time of the inspection that caulking between the tiles and wall has not been applied and the area was found to be in poor condition. Poor workmanship has been demonstrated.</p> <p><b>Section 8 of the Domestic Building Contracts Act 1995</b> states:</p> <p><i>"The following warranties about the work to be carried out under a domestic building contract are part of every domestic building contract</i></p> <p><i>(a) the builder warrants that the work will be carried out in a <b>proper and workmanlike manner</b> and in accordance with the plans and specifications set out in the contract;"</i></p> <p><b>A building defect has been noted.</b></p> <p>Engage builder to apply caulking in all missing areas between floor tiles and wall.</p>	 <p>The photographs show three different views of a hallway corner where floor tiles meet a wall. In all three images, there is a visible gap between the tiles and the wall, and no caulking has been applied to seal this gap. The tiles are light-colored and the wall is white.</p>

Item	Details	Photographic Details
44.	<p><b><u>Location:</u></b></p> <p>Stairwells</p> <p><b><u>Finding:</u></b></p> <p>It was noted at the time of the inspection that the stairwell handrails were loose and it was not fixed properly. This is poor workmanship by the builder.</p> <p><b>Section 8 of the Domestic Building Contracts Act 1995</b> states:</p> <p><i>"The following warranties about the work to be carried out under a domestic building contract are part of every domestic building contract</i></p> <p><i>(a) the builder warrants that the work will be carried out in a <b>proper and workmanlike manner</b> and in accordance with the plans and specifications set out in the contract;"</i></p> <p><b>A building defect has been noted.</b></p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to fix the handrail and ensure they are safe and not loose. The handrails to be installed in accordance with <b>AS 1428.1- 2009</b>.</p>	


Item	Details	Photographic Details
45.	<p><b><u>Location:</u></b></p> <p>Service cabinets - Ground level</p> <p><b><u>Finding:</u></b></p> <p>It was noted at the time of inspection that there are a number of holes in the fire-rated plasterboard inside the service cabinets, as seen in <b>Image 1</b> and <b>Image 2</b>. The penetration should be appropriately sealed or fixed to prevent the fire from spreading to other parts of the building.</p> <p><b>Performance requirement CP8 of the National Construction Code (NCC) 2014 Volume One states:</b></p> <p><i>"Any building element provided to resist the spread of fire must be protected, to the degree necessary, so that an adequate level of performance is maintained—</i></p> <p><i>(a) where openings, construction joints and the like occur; and</i></p> <p><i>(b) where penetrations occur for building services."</i></p> <p><b>A building defect has been noted.</b></p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to rectify the gap in fire-rated plasterboard to prevent the spread of fire to other parts of the building.</p>	

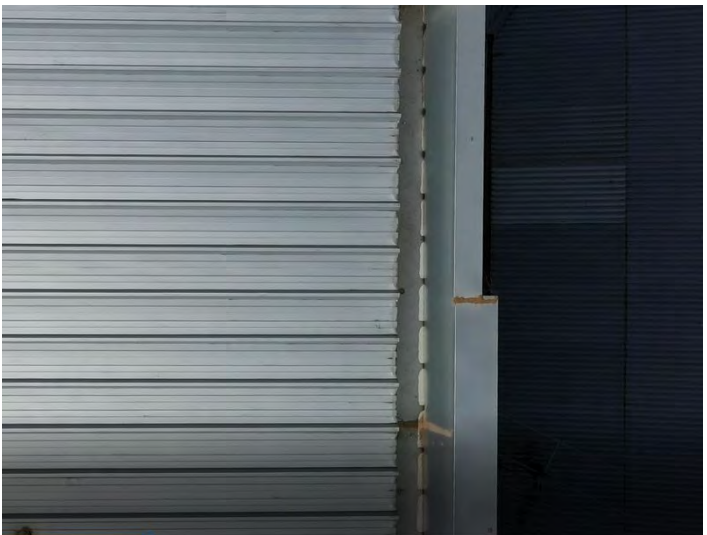
Item	Details	Photographic Details
46.	<p><b><u>Location:</u></b></p> <p>Common area stairwell</p> <p><b><u>Finding:</u></b></p> <p>Honeycombing of concrete has been noted throughout the stairwell as can be seen in <b>Image 1&amp;2</b>. This is likely caused by poor compaction of the concrete or poor formwork during construction.</p> <p><b>Clause 17.1.7.2 "Hardened concrete" of AS 3600-2009 - Concrete structures states:</b></p> <p><i>"Hardened concrete shall be liable to rejection if—</i></p> <ul style="list-style-type: none"> <li><i>(a) it does not satisfy the requirements of Clause 17.1.6;</i></li> <li><i>(b) it is porous, segregated, or honeycombed, or contains surface defects outside the specified limits; or</i></li> <li><i>(c) it fails to comply with the other requirements of this Standard."</i> <p><b>A building defect has been noted.</b></p> <p><b><u>Recommendations:</u></b></p> <p>The builder is install a suitable grout throughout all voids in the concrete surfaces. All areas are to be painted to the nearest architectural break upon the completion of these works.</p> </li></ul>	


## Building Rooftop


Item	Details	Photographic Details
47.	<p><b>Location:</b></p> <p>Rooftop Area - Concrete platform</p> <p><b>Finding:</b></p> <p>The concrete and blockwork platform area on top of the roof has not been waterproofed. A waterproofing membrane on top of the concrete and blockwork is required as concrete is a porous material that will allow water to seep through.</p> <p><b>Performance Requirement FP1.4 of the National Construction Code (NCC) 2014 states:</b></p> <p><i>"A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause-</i></p> <ul style="list-style-type: none"> <li><i>(a) unhealthy or dangerous conditions, or loss of amenity for occupants; and</i></li> <li><i>(b) undue dampness or deterioration of building elements."</i> <p><b>A building defect has been noted</b></p> <p><b>Recommendations:</b></p> <p>Engage the builder to apply a waterproof membrane to the concrete and blockwork areas, preventing water from seeping through into the building.</p> </li></ul>	




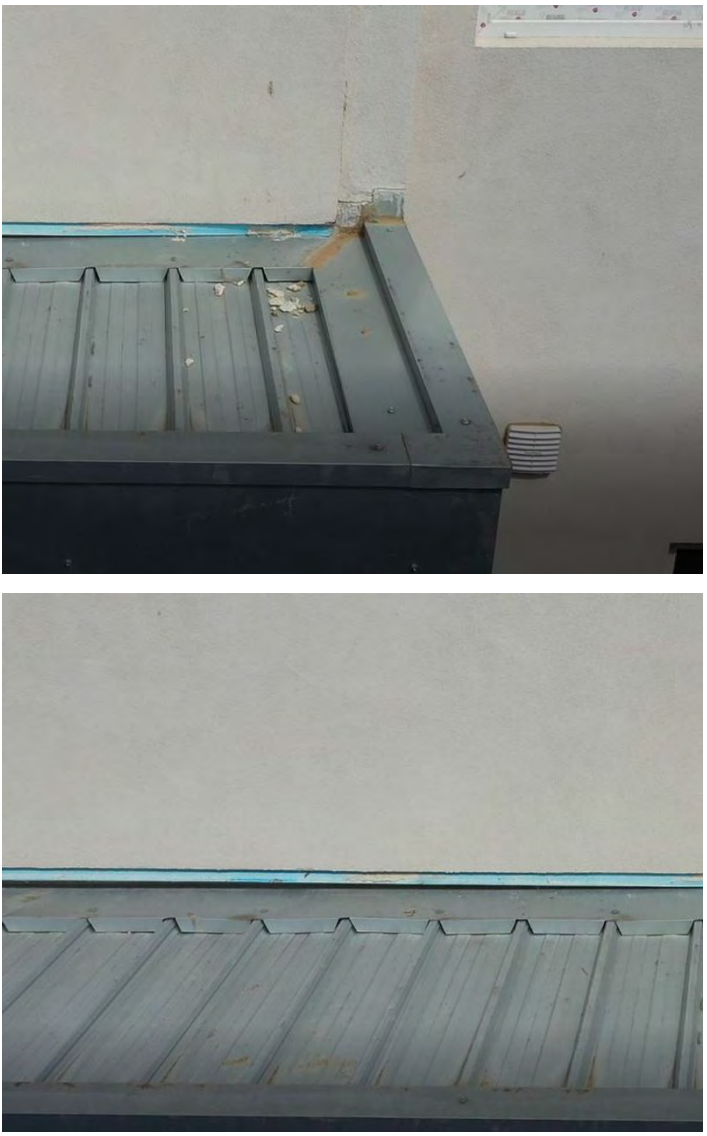
Item	Details	Photographic Details
48.	<p><b><u>Location:</u></b></p> <p>Rooftop</p> <p><b><u>Finding:</u></b></p> <p>It was noted at the time of the inspection that there was no roof hatch or safe access to the roof. In the construction issue architectural drawings (By Kat Design Date Stage 2 dated 20.05.16) there was no specification for a roof hatch.</p> <p>This is an oversight by the architect.</p> <p><b>This is an example of poor design.</b></p> <p><b><u>Recommendations:</u></b></p> <p>Roscon recommends for convenient and safe access to the roof the builder is to install roof access hatch in accordance with <b>AS 1657-2013</b>.</p>	


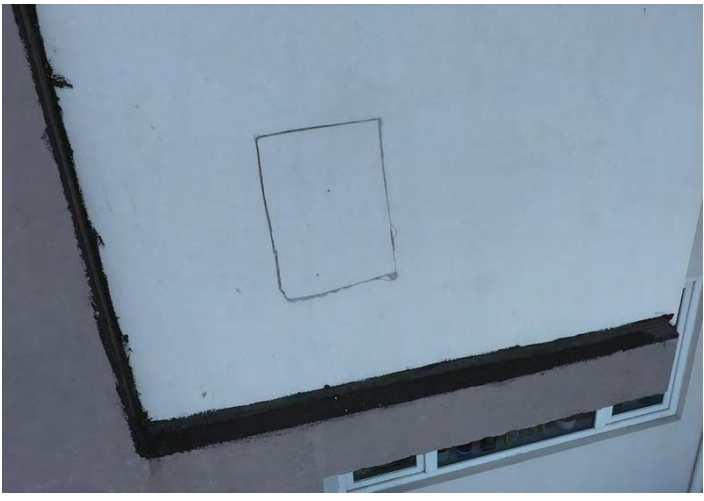
Item	Details	Photographic Details																																																								
49.	<p><b>Location:</b></p> <p>Rooftop</p> <p><b>Finding:</b></p> <p>It has been noted that no expansion joints have been installed in the box gutters. The maximum allowable length of box gutter without an expansion joint is 12m. Expansion joints must be installed in box gutters to allow for thermal movement to prevent damage to the box gutter or structure.</p> <p><b>Clause 4.3.2 "Expansion joints" of AS 3500.3-2003 states:</b></p> <p><i>"Expansion joints shall comply with the following:</i></p> <p><i>(a) Box gutters For box gutters and support systems, the maximum lengths between expansion joints and minimum expansion space shall be as given in Table 4.1. The gaps between the stop ends shall be bridged by a suitable saddle flashing. The maximum lengths between expansion joints in Table 4.1 shall apply from the fixed point to the free end/s.</i></p> <p><i>..."</i></p> <p><b>Image 2 shows the Table 4.1 from AS 3500.3-2003.</b></p> <p><b>A building defect has been noted.</b></p> <p><b>Recommendations:</b></p> <p>The builder is to install expansion joints to box gutters with a maximum of 12m spacing. This will require cutting into the box gutters at appropriate locations. Supply and install rubber expansion joints to these locations in accordance with the manufactures installation instructions.</p>	 <p style="text-align: center;">TABLE 4.1 BOX GUTTERS AND SUPPORT SYSTEMS—MAXIMUM LENGTH BETWEEN EXPANSION JOINTS AND MINIMUM EXPANSION SPACE</p> <table border="1" data-bbox="817 1019 1484 1384"> <thead> <tr> <th rowspan="2">Material</th> <th rowspan="2">Coefficient of thermal expansion per °C</th> <th rowspan="2">Base metal thickness mm</th> <th colspan="2">Maximum length between expansion joints m</th> <th rowspan="2">Minimum expansion space mm</th> </tr> <tr> <th>One end fixed and one end free to move</th> <th>Both ends free to move</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Aluminium</td> <td rowspan="2"><math>24 \times 10^{-6}</math></td> <td>0.90</td> <td>12</td> <td>24</td> <td rowspan="2">50</td> </tr> <tr> <td>1.00</td> <td>12</td> <td>24</td> </tr> <tr> <td rowspan="3">Copper</td> <td rowspan="3"><math>17 \times 10^{-6}</math></td> <td>0.60</td> <td>9</td> <td>18</td> <td rowspan="3">50</td> </tr> <tr> <td>0.80</td> <td>15</td> <td>30</td> </tr> <tr> <td>1.00</td> <td>26</td> <td>52</td> </tr> <tr> <td rowspan="2">Steel</td> <td rowspan="2"><math>12 \times 10^{-6}</math></td> <td>0.55</td> <td>20</td> <td>40</td> <td rowspan="2">50</td> </tr> <tr> <td>0.75</td> <td>25</td> <td>50</td> </tr> <tr> <td>Stainless steel</td> <td><math>17 \times 10^{-6}</math></td> <td>0.55</td> <td>20</td> <td>40</td> <td>50</td> </tr> <tr> <td>PVC</td> <td><math>70 \times 10^{-6}</math></td> <td>—</td> <td>10</td> <td>20</td> <td>30</td> </tr> <tr> <td>Zinc</td> <td><math>26 \times 10^{-6}</math></td> <td>0.80</td> <td>10</td> <td>20</td> <td>50</td> </tr> </tbody> </table>	Material	Coefficient of thermal expansion per °C	Base metal thickness mm	Maximum length between expansion joints m		Minimum expansion space mm	One end fixed and one end free to move	Both ends free to move	Aluminium	$24 \times 10^{-6}$	0.90	12	24	50	1.00	12	24	Copper	$17 \times 10^{-6}$	0.60	9	18	50	0.80	15	30	1.00	26	52	Steel	$12 \times 10^{-6}$	0.55	20	40	50	0.75	25	50	Stainless steel	$17 \times 10^{-6}$	0.55	20	40	50	PVC	$70 \times 10^{-6}$	—	10	20	30	Zinc	$26 \times 10^{-6}$	0.80	10	20	50
Material	Coefficient of thermal expansion per °C	Base metal thickness mm				Maximum length between expansion joints m			Minimum expansion space mm																																																	
			One end fixed and one end free to move	Both ends free to move																																																						
Aluminium	$24 \times 10^{-6}$	0.90	12	24	50																																																					
		1.00	12	24																																																						
Copper	$17 \times 10^{-6}$	0.60	9	18	50																																																					
		0.80	15	30																																																						
		1.00	26	52																																																						
Steel	$12 \times 10^{-6}$	0.55	20	40	50																																																					
		0.75	25	50																																																						
Stainless steel	$17 \times 10^{-6}$	0.55	20	40	50																																																					
PVC	$70 \times 10^{-6}$	—	10	20	30																																																					
Zinc	$26 \times 10^{-6}$	0.80	10	20	50																																																					

Item	Details	Photographic Details
50.	<p><b><u>Location:</u></b></p> <p>Rooftop - Throughout.</p> <p><b><u>Finding:</u></b></p> <p>It was noted that there was a lack of fixing along with the parapet flashing and apron flashing. Residents have stated that loud vibration noise during windy events could be hear throughout the building coming from the roof that can likely be contributed to this.</p> <p><b>Clause 8.7(b) of HB39-1997 - Installation code for metal roofing and wall cladding</b> states:</p> <p><i>(b) parapet cappings should be fixed to parapet walls at intervals <b>not exceeding 500mm</b> with masonry anchors and cleats that permit longitudinal expansion and contraction.</i></p> <p>The fixings appear to be spaced far exceeding 500mm.</p> <p><b><u>Recommendations:</u></b></p> <p>The flashing to be fixed to the parapet wall at the intervals specified in <b>HB39-2015</b>.</p>	


Item	Details	Photographic Details
51.	<p><b><u>Location:</u></b></p> <p>Rooftop Area - Anchor points.</p> <p><b><u>Finding:</u></b></p> <p>It was noted at the time of inspection that the anchor points throughout the rooftop have not been tagged as required, as seen in <b>Image 1</b> and <b>Image 2</b>.</p> <p>Information relating to the installation and rating of the anchor point is required to be provided for maintenance workers requiring their use. No plan has been displayed at the entrance to the rooftop space, and anchor points do not have the required information shown.</p> <p>The builder is to engage a suitably qualified access technician to inspect all anchor points throughout the rooftop and provide the appropriate signage.</p>	

Item	Details	Photographic Details
52.	<p><b><u>Location:</u></b></p> <p>Lower Roof Area - Throughout</p> <p><b><u>Finding:</u></b></p> <p>It was noted at the time of inspection that the spreaders throughout the rooftop do not discharge correctly.</p> <p>The spreader has to move further away from the flashing to allow rainwater to flow smoothly in the direction of the roof sheet. The spread must discharge in the direction of roof flashing and not in the sump as can see in <b>Image 1</b>.</p> <p><b>Clause 5.7.7 Spreaders of HB39- 1997 Installation code for metal roof and wall cladding states:</b></p> <p><i>"Spreaders may be used to drain rainwater from a higher roof surface with a catchment area not exceeding 15 m2 provided the following conditions are satisfied (see Figure 5.7.7):</i></p> <p><i>(f) Spreaders are to discharge all roof water onto roof coverings in the direction of flow, avoiding discharging onto laps on lower roof sheets and tiles.</i></p> <p><i>When discharging an upper roof catchment onto a lower roof, the total roof area including the additional upper roof catchment area is to be considered for inclusion when sizing the lower roofing, gutters and downpipes."</i></p> <p><b>A building defect has been noted.</b></p> <p><b><u>Recommendations:</u></b></p> <p>Builder to install the spreader in accordance with <b>HB39-2015</b>. The spreaders are required to have discharge holes at the bottom installed.</p>	


Item	Details	Photographic Details
53.	<p><b>Location:</b></p> <p>External Facade - Eastern elevation</p> <p><b>Finding:</b></p> <p>It was noted at the time of the inspection that the external eastern cladding has a poor finish as the sarking behind the cladding is visible. This demonstrates a poor workmanship.</p> <p><b>Section 8 of the Domestic Building Contracts Act 1995</b> states:</p> <p><i>"The following warranties about the work to be carried out under a domestic building contract are part of every domestic building contract</i></p> <p><i>(a) the builder warrants that the work will be carried out in a <b>proper and workmanlike manner</b> and in accordance with the plans and specifications set out in the contract;"</i></p> <p>The gap between the cladding and metal sheeting to be filled by the installation of metal flashing or suitable cladding to prevent the ingress of water into the wall behind.</p>	


Item	Details	Photographic Details
54.	<p><b>Location:</b> Drone video external facade.</p> <p><b>Finding:</b> Cut out of the window penetration has been filled with a sheet and not the fully compliant wall as per architectural specifications. This is a workmanship building defect.</p> <p><b>Recommendations:</b></p> <p>Builder to affix new compliant weatherproof window to the full size of the opening as required as per AS2047.</p>	
Item	Details	Photographic Details
55.	<p><b>Location:</b> Eastern facade.</p> <p><b>Finding:</b> Cut out of the wall section here for some previous rectification works completed by the builder. This appears to have not been sealed adequately. Section also appears to be like EPS cladding. The area will not perform as intended and be weather tight as per section F of BCA.</p> <p><b>Recommendations:</b></p> <p>Builder to affix new compliant section of the cladding and render and paint area to make good.</p>	

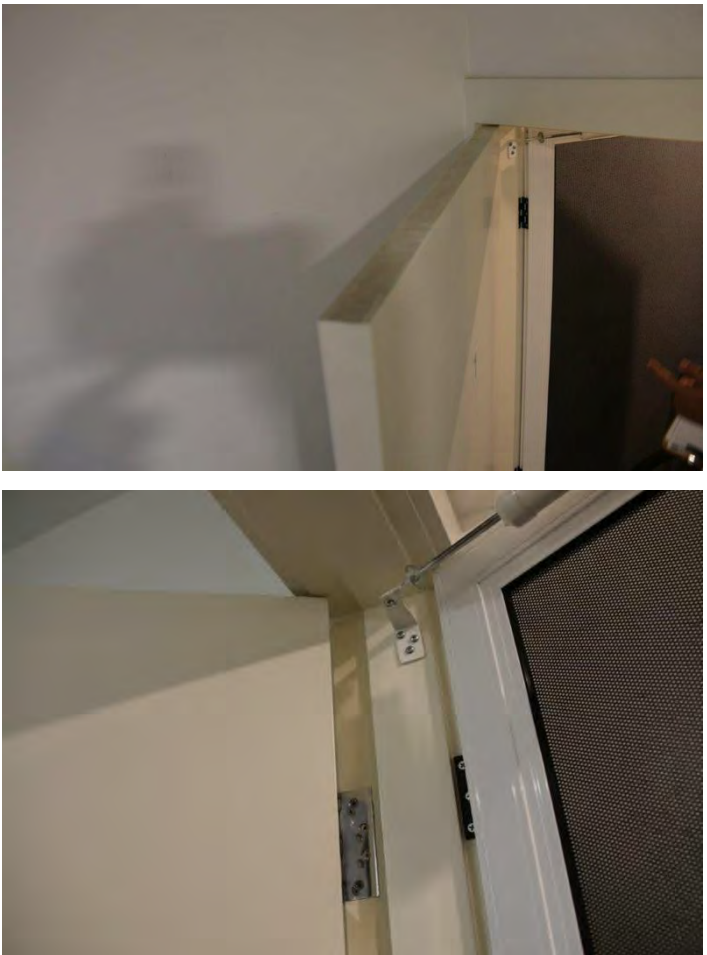
## Private Lot Items



Item	Details	Photographic Details
56.	<p><b>Location:</b> Apartment 1 balcony</p> <p><b>Finding:</b> The air conditioner unit is installed adjacent to the balcony balustrade. The air conditioner is in a position that can facilitate climbing, which could lead to children climbing over the railing and falling.</p> <p>The height of the air conditioner was measured to be approximately 650mm from the balcony surface. It is 120mm from the glazed balustrade.</p> <p><b>The National Construction Code Volume 1 2014:</b> (h) Openings in a balustrade or other barrier must be constructed in accordance with the following: (ii) For a balustrade or other barrier other than those provided under (c)— (B) for floors more than 4 m above the surface beneath, any horizontal or near horizontal elements between 150 mm and 760 mm above the floor must not facilitate climbing.</p> <p>A person is able to climb over the balustrade could fall more than 4 metres off the adjacent roof.</p> <p>Image #2 is from apartment #3 and shows the same issue.</p> <p>A building defect is noted.</p> <p><b>Recommendations:</b> The builder is to fit the air conditioner with a device to ensure the object is not climbable.</p>	






Item	Details	Photographic Details
57	<p><b><u>Location:</u></b></p> <p>Apartment 1, Apartment 2</p> <p><b><u>Finding:</u></b></p> <p>The kick panel in the kitchens was noted to be fixed poorly and is falling away in a few apartments. The adhesive used is not adequate or has been completed poorly.</p> <p>As per <b><i>The Guide to Standards and Tolerances 2015:</i></b></p> <p><i>10.01 Gaps associated with internal fixing</i>  <i>Unless documented otherwise, gaps between mouldings or between mouldings and other fixtures, at mitre or butt joints, or at junctions with a wall or other surfaces, are defective if they exist at handover, or exceed 1 mm in width within the first 12 months of completion and are visible from a normal viewing position.</i>  <i>After the first 12 months, gaps are defective if they exceed 2 mm in width and are visible from a normal viewing position.</i>  <i>Gaps between skirting and flooring are defective if they exceed 2 mm within the first 24 months after handover and are visible from a normal viewing position.</i></p> <p>A building defect is noted.</p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to re-install the kick panels.</p>	


Item	Details	Photographic Details
58.	<p><b><u>Location:</u></b></p> <p>Apartment 1 - Living room</p> <p><b><u>Finding:</u></b></p> <p>The paint finish in the apartment is poor, particularly around the windows. image #1 shows the edge of the window frame. The paint here has not been completed well.</p> <p>As per <b><i>The Guide to Standards and Tolerances 2015:</i></b>  <b><i>12.02 Surface finish of paintwork</i></b>  <i>Paintwork is defective if the application has blemishes such as paint runs, paint sags, wrinkling, dust, bare or starved painted areas, colour variations, surface cracks, irregular and coarse brush marks, sanding marks, blistering, non-uniformity of gloss level and other irregularities in the surface that are visible from a normal viewing position.</i>  <i>Paintwork is defective if the application results in excessive over-painting of fittings, trims, skirtings, architraves, glazing and other finished edges.</i></p> <p>A building defect is noted</p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to rectify all defective paint work throughout the apartments.</p>	

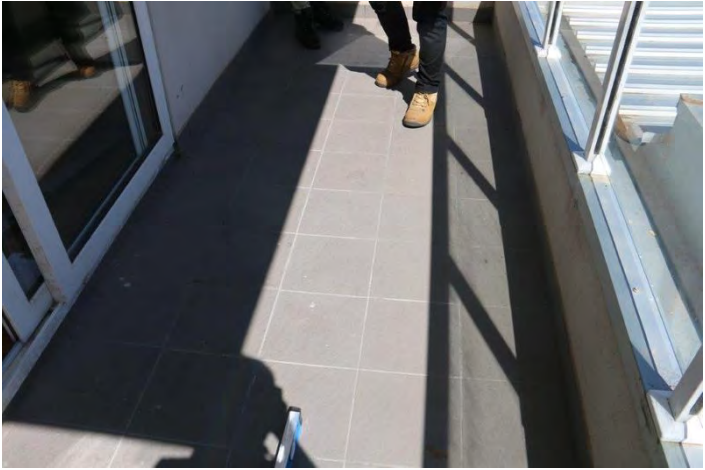
Item	Details	Photographic Details
59.	<p><b><u>Location:</u></b></p> <p>Apartment doors</p> <p><b><u>Finding:</u></b></p> <p>It was noted that many of the apartment doors have not been painted on all edges. Door manufacturers may not provide full warranty on doors that have not had all edges sealed. This helps to ensure the longevity of the doors.</p> <p>As per <i>The Guide to Standards and Tolerances 2015</i>: <i>8.06 Sealing of door edges</i> <i>Door leaves are defective if they do not have all sides, top and bottom edges sealed/painted in accordance with the manufacturer's specifications.</i></p> <p>It was also noted that not all screw holes were populated on the door hinges. Poor workmanship is noted</p> <p>A building defect is noted</p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to paint all edges of the doors, and install all screws.</p>	

Item	Details	Photographic Details
60.	<p><b><u>Location:</u></b></p> <p>Apartment 1 - Bedroom</p> <p><b><u>Finding:</u></b></p> <p>The wardrobe in the bedroom has been completed poorly. In order to fit the hot water unit, the sliding door system has to be installed away from the architrave. As can be seen in the adjacent pictures, the sliding track is not sitting flush with the wardrobe.</p> <p>As per the <b><i>Domestic Building Contracts Act 1995:</i></b>  <i>General warranties - Section 8</i>  <i>(d) the builder warrants that the work will be carried out with reasonable care and skill and will be completed by the date (or within the period) specified by the contract;</i></p> <p>Poor workmanship is noted.</p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to resize the wardrobe to fit the hot water service. Ensure the areas is made good and repainted.</p>	 


Item	Details	Photographic Details
61.	<p><b><u>Location:</u></b></p> <p>Apartment 5 door</p> <p><b><u>Finding:</u></b></p> <p>The door to apartment 5 was noted to have screws missing from its hinges. The painting of the door frame was also very poor.</p> <p>As per the <b><i>Domestic Building Contracts Act 1995:</i></b>  <i>General warranties - Section 8</i>  <i>(d) the builder warrants that the work will be carried out with reasonable care and skill and will be completed by the date (or within the period) specified by the contract;</i></p> <p>A building defect is noted</p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to fit all screws and repaint the door frame.</p>	 


Item	Details	Photographic Details
62.	<p><b><u>Location:</u></b></p> <p>Balcony apartment 5</p> <p><b><u>Finding:</u></b></p> <p>The balcony was measured to be more than 5 metres in length. No expansion joints were found to be installed along the length of the tile bed.</p> <p>Expansion joints ensure that there is movement in the tiles as they expand and contract, and help to ensure no damage occurs.</p> <p>As per <b>AS3958.1 ceramic tiles 2007:</b></p> <p><i>(b) Intermediate movement joints Intermediate joints type (c), (d) or (e), as shown in Figure 5.1, should be inserted at intermediate positions to accommodate deflections of the base and movements in the flooring.</i></p> <p><i>They should be provided in evenly spaced positions at approximately 4.5 m centres, or at locations where stress might reasonably be expected in— (i) internal floors, where any dimension exceeds 9 m or 6 m if subjected to sunlight; and (ii) external floors where any dimension exceeds 4.5 m.</i></p> <p>A building defect is noted</p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to install intermediate joints. Ensure the waterproofing layer is not compromised. Other works are also required to make the balconies compliant. See items below. Full replacement of the balcony may be easier.</p>	


Item	Details	Photographic Details
63	<p><b><u>Location:</u></b></p> <p>Box gutter - Viewed from balcony of apartment 5</p> <p><b><u>Finding:</u></b></p> <p>Builders debris and rubble has been found in the box gutter. This will cause a blockage in the future. The site should be cleaned from all rubble and debris at handover.</p> <p>As per <b><i>The Guide To Standards and Tolerances 2015.</i></b></p> <p><b><i>18.08 Cleaning</i></b>  <i>Owners are entitled to expect that the building site and works are clean and tidy on completion. Where handover is delayed for any reason the owner must expect that dust may have settled on interior exposed surfaces.</i>  <i>Building sites are defective if they are not clear of building debris.</i>  <i>Building works are defective where windows are not clean, floors are not swept, mopped or vacuumed as appropriate, tiles, sinks, basins, troughs, baths, etc. are not cleaned, and shelving, drawers and cupboards ready for use.</i></p> <p>A building defect</p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to clean the building.</p>	


Item	Details	Photographic Details
64.	<p><b><u>Location:</u></b></p> <p>Balcony apartment 5</p> <p><b><u>Finding:</u></b></p> <p>It was noted that the balcony has not been constructed with an overflow device.</p> <p>In the event that the floor waste is to block, the balcony will flood in heavy rain, and lead to water ingress into the apartment.</p> <p><b>AS4654.2 2012 - Waterproofing membranes for external above ground use:</b>  <b>2.11 OVERFLOWS</b>  <i>The membrane shall be turned into the overflow, to prevent moisture from tracking behind the membrane.</i>  <i>The finished floor level shall not reduce the design flow of an outlet.</i></p> <p>F1.4 of <b>The National Construction Code Volume 1 2014:</b> states that waterproofing is to be completed as per the above:  <b>F1.4 External above ground membranes</b>  <i>Waterproofing membranes for external above ground use must comply with AS 4654 Parts 1 and 2.</i></p> <p>A building defect is noted</p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to provide an overflow that discharges to the atmosphere.</p>	




Item	Details	Photographic Details
65.	<p><b><u>Location:</u></b></p> <p>Balcony doors - Apartment 5</p> <p><b><u>Finding:</u></b></p> <p>The doorway has been installed and rendered right up to the edge. There is no room for expansion and contraction of the two elements. Render cracking and deterioration may occur as the window frame can move independently to the structure from thermal action.</p> <p>As per <b><i>AS2047 Windows and External Glazed Doors in Buildings 2014</i></b></p> <p><b>7.3 THERMAL AND STRUCTURAL MOVEMENT</b>  <b>7.3.1 General</b>  <i>A gap shall be provided between the window and the surrounding structure sufficient to prevent loads being imposed on the window, allowing for thermal expansion of the window and for structural movement as described in Clauses 7.3.2 and 7.3.3. The gap shall be sealed with suitable flexible mouldings or flexible caulking to resist water penetration, or other weatherproofing methods shall be used.</i></p> <p>A building defect is noted</p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to instal flexible caulking around the window frame. Some render may need to be removed.</p>	


Item	Details	Photographic Details
66	<p><b><u>Location:</u></b></p> <p>Balcony apartment 5</p> <p><b><u>Finding:</u></b></p> <p>The tiling work on the balcony was poor. A skirting tile was found to be falling away from the wall. Image #2 shows the base of the window frame. The tile grout is cracked and movement is visible.</p> <p>As per <i>The Guide to Standards and Tolerances 2015:</i>  <i>11.05 Cracked, pitted, chipped, scratched or loose tiles</i>  <i>Tiles are defective if they are cracked, pitted, chipped, scratched or loose at handover. After handover, tiles are defective where the builder's workmanship causes the tiles to become cracked, pitted, chipped or loose within 24 months.</i>                      Poor workmanship is noted.</p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to re-tile the problem areas.</p>	


Item	Details	Photographic Details
67	<p><b><u>Location:</u></b></p> <p>Apartment 5 - Kitchen</p> <p><b><u>Finding:</u></b></p> <p>The flooring of the apartment has shrunk and bowed. This appears to be due to a water ingress issue.</p> <p>Water testing was not conducted.</p> <p>As per the <b>National Construction Code Volume 1 2014:</b>  <b>FP1.4</b>  <i>A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—</i>  <i>(a) unhealthy or dangerous conditions, or loss of amenity for occupants; and</i>  <i>(b) undue dampness or deterioration of building elements.</i></p> <p><b>The Guide to Standards and Tolerances 2015:</b>  <b>14.04 Joint swelling in timber, plywood and particleboard flooring</b>  <i>Joints in plywood and particleboard floors are defective if they can be detected through normal floor coverings.</i>  <i>Swelling in tongue and groove strip timber flooring is defective if it causes tenting, buckling or crowning of the boards and can be seen from a normal viewing position.</i></p> <p>Water ingress should not damage the building. A building defect is noted.</p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to investigate the source of the water. Water testing may be required. Ensure the issue is addressed. Replace the flooring. Ensure replacement matches existing.</p>	

Item	Details	Photographic Details
68	<p><b><u>Location:</u></b></p> <p>Apartment 5 - living area</p> <p><b><u>Finding:</u></b></p> <p>There is some deterioration and paint damage above the window. A crack can be seen and the plasterboard is flaking away. This may also be a part of the water ingress issue causing damage to the floor.</p> <p>As per the <b><i>Guide to Standards and Tolerances 2015:</i></b>  <b><i>12.02 Surface finish of paintwork</i></b>  <i>Paintwork is defective if the application has blemishes such as paint runs, paint sags, wrinkling, dust, bare or starved painted areas, colour variations, surface cracks, irregular and coarse brush marks, sanding marks, blistering, non-uniformity of gloss level and other irregularities in the surface that are visible from a normal viewing position.</i></p> <p>A building defect is noted</p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to rectify the crack in the plasterboard. Fill and repaint the area.</p>	

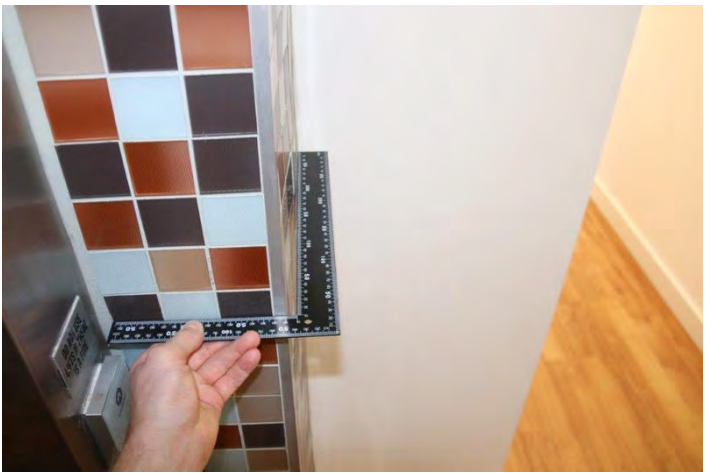
Item	Details	Photographic Details
69.	<p><b><u>Location:</u></b></p> <p>Kitchen apartment 5</p> <p><b><u>Finding:</u></b></p> <p>The pipe penetrations in the kitchen cabinetry is poorly done.</p> <p><b><i>The Guide to Standards and Tolerances 2015:</i></b>  <b><i>7.08 Pipe penetrations through external walls and inside cupboards</i></b>  <i>Plumbing holes are defective if they are not:</i></p> <ul style="list-style-type: none"> <li><i>a) properly grouted as appropriate</i></li> <li><i>b) fitted through neat minimal size penetrations (in the case of cabinetwork)</i></li> <li><i>c) fitted with tight fitting cover plates or collars with penetrations kept to the smallest size practicable.</i></li> </ul> <p>The holes in the cabinet have not been cut to an appropriate size. Multiple attempts at holes have been made. No cover plates are installed. A building defect is noted.</p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to replace the bottom board with appropriately sized holes.</p>	

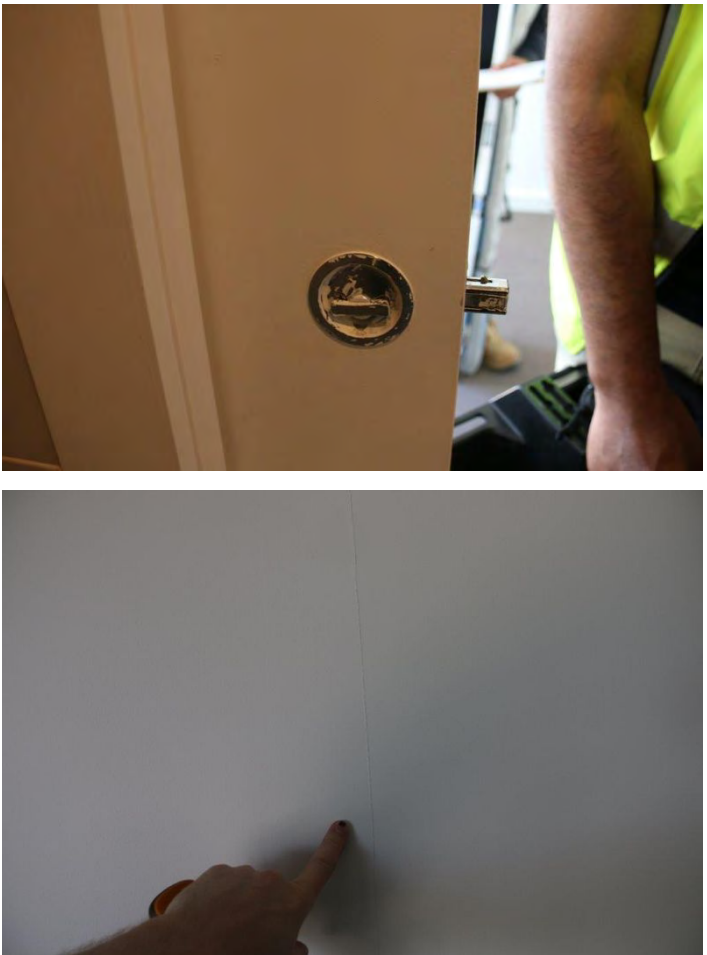
Item	Details	Photographic Details
70.	<p><b><u>Location:</u></b></p> <p>Apartment 5</p> <p><b><u>Finding:</u></b></p> <p>Multiple areas of the flooring have been completed very poorly. Large gaps exist around doorways and skirting.</p> <p>As per <b><i>The Guide to Standards and Tolerances 2015:</i></b></p> <p><b>10 INTERNAL FIXING</b></p> <p><i>10.01 Gaps associated with internal fixing</i></p> <p><i>Unless documented otherwise, gaps between mouldings or between mouldings and other fixtures, at mitre or butt joints, or at junctions with a wall or other surfaces, are defective if they exist at handover, or exceed 1 mm in width within the first 12 months of completion and are visible from a normal viewing position.</i></p> <p><i>After the first 12 months, gaps are defective if they exceed 2 mm in width and are visible from a normal viewing position.</i></p> <p>Poor workmanship is noted.</p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to replace boards where excessive gaps are noted. Ensure a good fit and finish.</p>	 <p>The top photograph shows a close-up of a white door skirting meeting a light-colored wooden floor. There is a significant gap between the skirting and the floor. The bottom photograph shows a similar view from a slightly different angle, highlighting the gap between the skirting and the floorboards.</p>


Item	Details	Photographic Details
71.	<p><b><u>Location:</u></b></p> <p>Laundry - Apartment 5</p> <p><b><u>Finding:</u></b></p> <p>The sink in the laundry has been installed in a way that does not allow a standard size washing machine to be placed along side. The sink should be installed rotated 90 degrees so it takes up less space.</p> <p>The tiling was inspected in the laundry. The skirting tiles stop at the base of the sink. No skirting tiles are installed behind the sink. The waterproofing membrane should be protected where installed, however, a green membrane-like material can be seen on the wall behind the laundry sink.</p> <p>As per <b><i>The National Construction Code Volume 1 2014:</i></b>  <b><i>F1.7 Waterproofing of wet areas in buildings</i></b>  <b><i>SA F1.7</i></b>  <b><i>(a) In a Class 2 and 3 building and a Class 4 part of a building, building elements in wet areas must—</i></b>  <b><i>(i) be water resistant or waterproof in accordance with Table F1.7; and</i></b>  <b><i>(ii) comply with AS 3740.</i></b></p> <p>The skirting tiles should be installed all the way around the wall where the membrane exists. Poor workmanship is noted.</p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to move the laundry sink. Ensure the waterproofing is completed as per AS3740.</p>	

Item	Details	Photographic Details
72.	<p><b><u>Location:</u></b></p> <p>Apartment 5 - Near elevator</p> <p><b><u>Finding:</u></b></p> <p>A significant water leak can be seen in the ceiling near the elevator. Mould is present growing on the plasterboard.</p> <p>The drone footage did not show any specific issue in this area on the roof. Further investigation is required to identify the source.</p> <p><b><i>The National Construction Code Volume 1 2014: FP1.4</i></b>  <i>A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—</i>  <i>(a) unhealthy or dangerous conditions, or loss of amenity for occupants; and</i>  <i>(b) undue dampness or deterioration of building elements.</i></p> <p>A building defect is noted</p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to identify the source of the leak. Ensure it is rectified. Replace the damaged plasterboard and repaint.</p>	





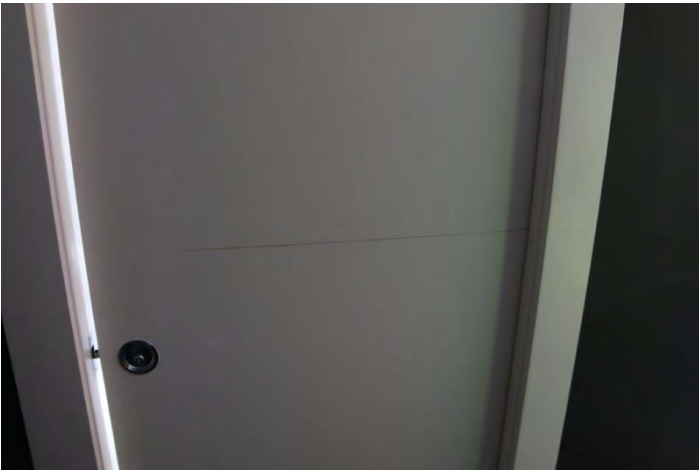
Item	Details	Photographic Details
73.	<p><b><u>Location:</u></b></p> <p>Elevator facade - Apartment 5</p> <p><b><u>Finding:</u></b></p> <p>The tiling work on the elevator surround is very poor. The surface is visibly bowed, and the finish had not been completed plumb. The surface is out of plumb by more than 20mm.</p> <p>As per <b><i>The Domestic Building Contracts Act 1995:</i></b>  <i>8 Implied warranties concerning all domestic building work</i>  <i>The following warranties about the work to be carried out under a domestic building contract are part of every domestic building contract—</i>  <i>(a) the builder warrants that the work will be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract;</i></p> <p>A building defect is noted</p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to re-construct the facade. Ensure the work is completed in a good workmanlike manner.</p>	


Item	Details	Photographic Details
74.	<p><b><u>Location:</u></b></p> <p>Multiple apartments</p> <p><b><u>Finding:</u></b></p> <p>Multiple areas of the apartment shows paint overrun and paint on the door handles and fittings. Paint defects are also noted on the walls, where the paint is inconsistent or cracks are visible.</p> <p>As per <b><i>The Guide to Standards and Tolerances 2015:</i></b>  <b><i>12.02 Surface finish of paintwork</i></b>  <i>Paintwork is defective if the application has blemishes such as paint runs, paint sags, wrinkling, dust, bare or starved painted areas, colour variations, surface cracks, irregular and coarse brush marks, sanding marks, blistering, non-uniformity of gloss level and other irregularities in the surface that are visible from a normal viewing position.</i>  <i>Paintwork is defective if the application results in excessive over-painting of fittings, trims, skirtings, architraves, glazing and other finished edges.</i></p> <p>A building defect is noted. This was seen on many of the apartments, particularly on the bathroom and toilet doors.</p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to clean away excessive paint over runs.</p>	

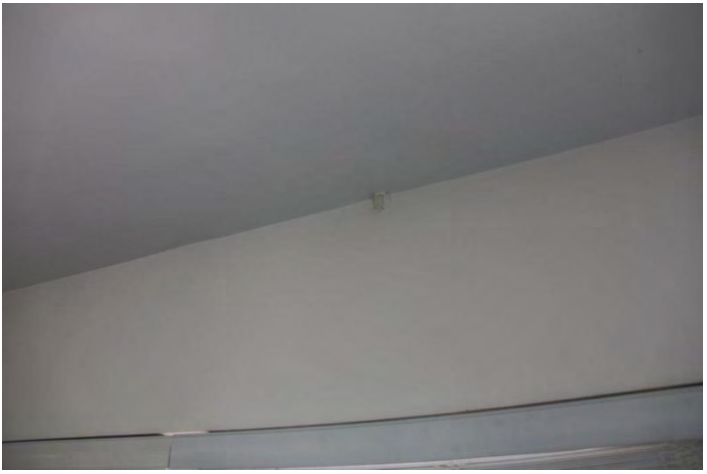
Item	Details	Photographic Details
75.	<p><b><u>Location:</u></b></p> <p>Balcony doorway</p> <p><b><u>Finding:</u></b></p> <p>The door frame was noted not to be installed flush on the external wall. At the left side there is a large recess where the frame is protruding from the wall. On the right-hand side, the frame is flush with the wall and the tiles.</p> <p>As per <b><i>The Domestic Building Contracts Act 1995:</i></b>  <i>8 Implied warranties concerning all domestic building work</i>  <i>The following warranties about the work to be carried out under a domestic building contract are part of every domestic building contract—</i>  <i>(a) the builder warrants that the work will be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract;</i></p> <p>A building defect is noted</p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to address the issue. Determine if the wall is out of plumb, or if the frame is poorly installed. Reconstruct the area.</p>	

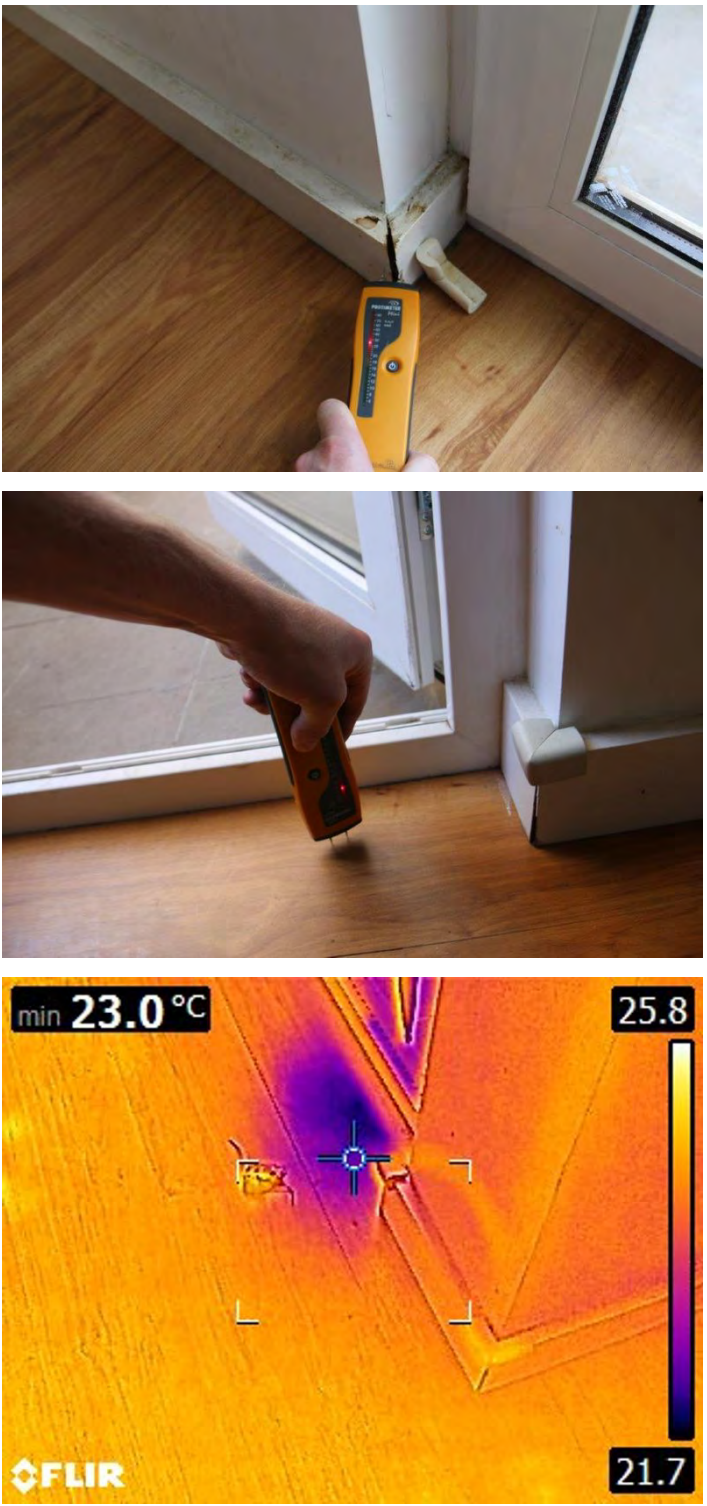
Item	Details	Photographic Details
76.	<p><b><u>Location:</u></b></p> <p>Balcony - Apartment 3</p> <p><b><u>Finding:</u></b></p> <p>The balcony has been constructed with a central floor waste. The falls of the balcony were measured. The general fall of the balcony does not go towards the floor waste. The falls goes towards the outer perimeter of the balcony. During rain events, water will simply wash over the edge of the balcony.</p> <p>As per <b>AS4654.2 Waterproofing membranes for external-above ground use:</b></p> <p><b>2.5.2 Falls</b></p> <p><i>Falls in finishes shall ensure water drains to the drainage outlet. Water shall not be retained on the finished surface with the exception of residual water remaining due to surface tension.</i></p> <p><i>The fall shall be in the structural substrate, or formed by a screed over the structural substrate.</i></p> <p><b>NOTE:</b> Falls for surface drainage should be no flatter than 1 in 100.</p> <p>The falls should be at least 1:100 towards the floor waste. The falls measured on-site were about 1:200.</p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to re-construct the balcony with appropriate falls. Ensure the work is completed as per AS4654.2. Water should not be allowed to spill over the side of the balcony.</p>	

Item	Details	Photographic Details
77.	<p><b><u>Location:</u></b></p> <p>Apartment 3 - Kitchen</p> <p><b><u>Finding:</u></b></p> <p>The flooring in the kitchen has shown significant signs of deterioration. Further deterioration can also be seen on the skirting on the West side of the apartment. This appears to be from water ingress.</p> <p>No water testing was undertaken at the time of the inspection. The area was dry at the time when probed with a moisture meter.</p> <p>Further investigation is required. Any ingress or leakage that is caused by the builder's workmanship is to be warranted by the builder.</p> <p>As per <b><i>The Domestic Building Contracts Act 1995:</i></b>  <i>8 Implied warranties concerning all domestic building work</i>  <i>The following warranties about the work to be carried out under a domestic building contract are part of every domestic building contract—</i>  <i>(a) the builder warrants that the work will be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract;</i></p> <p>A building defect is noted  Engage the builder to replace the flooring where required. Ensure no ingress causes damage to the building elements. Repair the skirting.</p>	


Item	Details	Photographic Details
78.	<p><b><u>Location:</u></b></p> <p>Bedroom wardrobe apartment 3</p> <p><b><u>Finding:</u></b></p> <p>The wardrobe door to the apartment was not installed plumb. The door has a large gap to the frame at the top. The door is fully closed at the bottom.</p> <p>Poor workmanship is noted.</p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to repair the wardrobe. Ensure the walls are plumb.</p>	
79	<p><b><u>Location:</u></b></p> <p>Apartment 3 ensuite</p> <p><b><u>Finding:</u></b></p> <p>The sliding door to the ensuite has a large scratch on the side. This has been caused by a fastener or screw inside the sliding cavity. When the door is opened and closed, the door will be damaged.</p> <p>Poor workmanship is noted.</p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to remove the door and check the cavity, remove any item causing damage to the door. Replace the door and repaint. Ensure a good fit and finish.</p>	


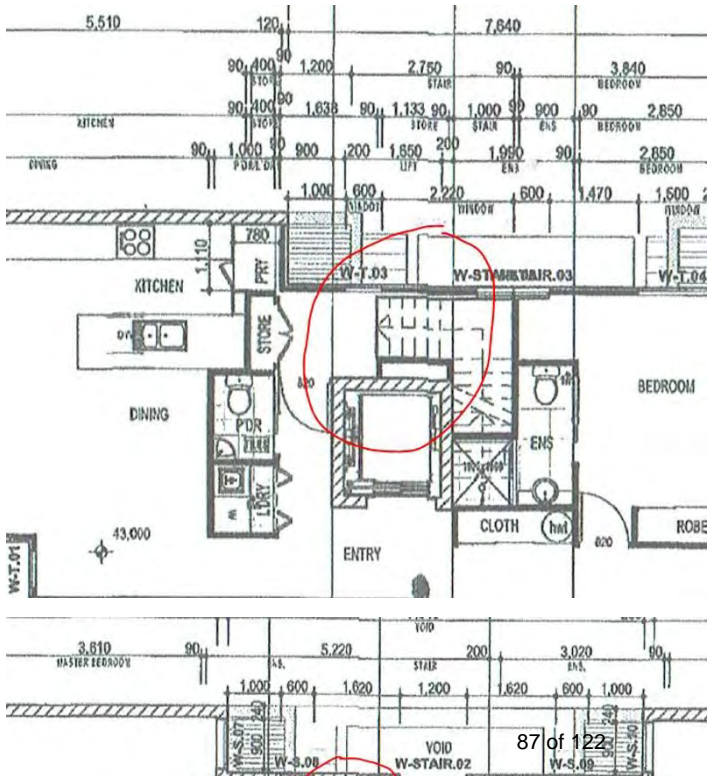
Item	Details	Photographic Details
80.	<p><b>Location:</b></p> <p>All apartments - hot water units</p> <p><b>Finding:</b></p> <p>The owners have noted that the hot water units make a noise when water is turned off and on. This appears to be a water hammer issue or a loose fitting or similar. This is causing a nuisance to the residents.</p> <p>Owners should retrieve the certificate of plumbing and installation for the hot water units from the builder.</p> <p>Any issues with the units or their installation can be warranted by the plumber.</p> <p><b>Recommendations:</b></p> <p>Owners are to engage the plumber to inspect the hot water units and their function.</p>	 <p><b>Guide to Standards &amp; Tolerances 2015</b>  <b>7.07 Water hammer</b>  Water hammer is defective if it is caused by the builder's workmanship.</p>


Item	Details	Photographic Details
81.	<p><b>Location:</b></p> <p>Living room - apartment 2</p> <p><b>Finding:</b></p> <p>The wall of the apartment in the living room has a pipe visible in the corner. This pipe looks like a sprinkler pipe for the balcony. It should not be visible, and should be fully concealed in the ceiling.</p> <p>As per <b>The Domestic Building Contracts Act 1995:</b>  <i>8 Implied warranties concerning all domestic building work</i>  <i>The following warranties about the work to be carried out under a domestic building contract are part of every domestic building contract—</i>  <i>(a) the builder warrants that the work will be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract;</i></p> <p><b>Recommendations:</b></p> <p>Engage the builder to move the pipe so it is fully concealed. Repair the plaster and repaint.</p>	


Item	Details	Photographic Details
82.	<p><b>Location:</b></p> <p>Living room apartment 2</p> <p><b>Finding:</b></p> <p>The floor and skirting in the living room is wet and holding water. A moisture meter was used to probe the areas shown in images #1 and #2. It returned a positive result, around 20 percent moisture.</p> <p>Moisture or water should not ingress the building.</p> <p><b>The National Construction Code Volume 1 2014: FP1.4</b>  <i>A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—</i>  <i>(a) unhealthy or dangerous conditions, or loss of amenity for occupants; and</i>  <i>(b) undue dampness or deterioration of building elements.</i></p> <p>The exact source of the water ingress needs to be identified with a thorough inspection.</p> <p>A Building defect is noted</p> <p><b>Recommendations:</b></p> <p>Engage the builder to identify the source of the leak. Replace and repair all defective and damaged areas.</p>	

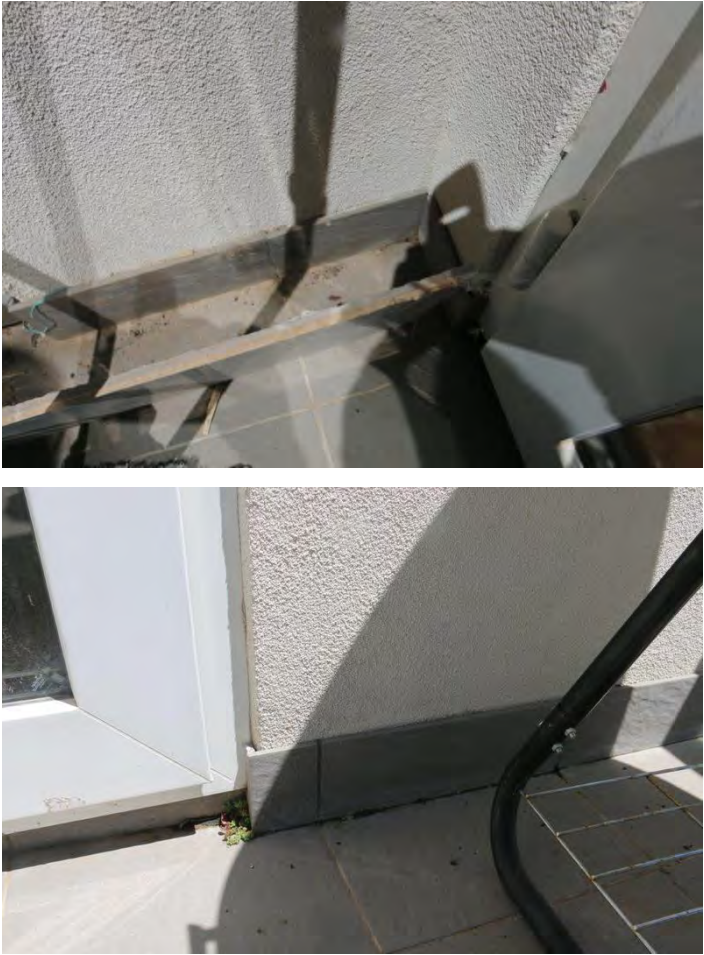


Item	Details	Photographic Details
83.	<p><b>Location:</b> Apartment 2 - Hot water service</p> <p><b>Finding:</b> The tray below the hot water unit has water in it. This indicates that the system is leaking. Water being held in the tray also shows that it is not draining properly.</p> <p><b>Recommendations:</b> The owners should contact the manufacturer or the installer to check the installation.</p>	





Item	Details	Photographic Details
84.	<p><b>Location:</b> Apartment 4</p> <p><b>Finding:</b> The bathroom in the apartment has been constructed below the common stair. The stairwell encroaches into the shower area.</p> <p>The architectural drawings (building permit stage 2, for construction) have been reviewed. The drawings show that the common stair from level two, to level three passes above the ensuite in apartment 4. The building appears to have been constructed as designed.</p> <p>This design oversight results in an ensuite shower that is not fully usable.</p> <p><b>Recommendations:</b> The architect is to be consulted about the design.</p>	 

Item	Details	Photographic Details
85.	<p><b>Location:</b> Apartment 4 Bathroom</p> <p><b>Finding:</b> Some cracking can be seen in the tiles in the corners of the window frame. The top right and bottom left tile next to the window frame has cracked. This indicates some movement of the building elements has occurred.</p> <p>Tiles should not crack.</p> <p><b>The Guide to Standards and Tolerances 2015:</b> <i>11.05 Cracked, pitted, chipped, scratched or loose tiles</i> <i>Tiles are defective if they are cracked, pitted, chipped, scratched or loose at handover. After handover, tiles are defective where the builder's workmanship causes the tiles to become cracked, pitted, chipped or loose within 24 months.</i></p> <p>A defect is noted</p> <p><b>Recommendations:</b> Engage the builder to replace the cracked tiles.</p>	

Item	Details	Photographic Details
86.	<p><b><u>Location:</u></b></p> <p>Balcony</p> <p><b><u>Finding:</u></b></p> <p>There are visible rust spots on the surface of the render. Rust spots are defective.</p> <p>As per <i>The Guide to Standards and Tolerances 2015:</i>  <i>9.04 Cracking and other blemishes in rendered or hard plastered surfaces on a masonry substrate</i>  <i>Assess damage categories and defects in rendered or hard plastered surfaces on a masonry substrate, in accordance with Item 3.02.</i>  <i>Obvious spot rust marks, due to the composition of the material and other blemishes are defective if they are visible from a normal viewing position.</i></p> <p>A building defect is noted</p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to re-render the areas.</p>	

Item	Details	Photographic Details
87.	<p><b><u>Location:</u></b></p> <p>Balcony</p> <p><b><u>Finding:</u></b></p> <p>The skirting tiles on the balcony have not been caulked or sealed along the top edge.</p> <p>The edge should be sealed with a flexible product to ensure water does not ingress behind the tiles. This is also to help protect the waterproofing membrane behind.</p> <p>A building defect is noted</p> <p><b><u>Recommendations:</u></b></p> <p>Engage the builder to caulk and seal the area.</p>	

## Part 3: Videos

Video 1	Video
Drone - Roof Video	<div data-bbox="448 595 671 815"><p>DJI_0822.MP4</p></div> <div data-bbox="715 685 919 815"><p>DJI_0823.MP4</p></div> <div data-bbox="970 685 1174 815"><p>DJI_0824.MP4</p></div> <div data-bbox="1230 685 1434 815"><p>DJI_0825.MP4</p></div> <p data-bbox="722 904 1078 936">Click on Images to Open video</p>

## Part 4: Appendix - Occupancy Permit

FORM 16  
Regulation 102  
BUILDING REGULATIONS 2018  
Building Act 1993

### OCCUPANCY PERMIT

OCCUPANCY PERMIT N°: 1232/20150082/3

REF N°:20150082

**This Occupancy Permit must be displayed adjacent to the following approved location:**

(Adjacent to the Fire Indicator Panel Located within the Ground Floor Public Corridor Serving the Residential Apartments and Adjacent to the Principal Entrance Door within the Retail Tenancy)

#### Property Details:

Project Address: No: 625 Glen Huntly Road, Caulfield VIC 3162  
Title: TP: 605754, VOL: 07914, FOL: 150  
Municipal District: Glen Eira City Council

#### Building Permit Details:

Building Permit Number: 20150082/3

Version of BCA applicable to Building Permit: 2014

#### Nature of Building Work:

**CONSTRUCTION OF A FIVE STOREY MIXED USE BUILDING (COMPRISING OF BASEMENT STORE ROOM, GROUND FLOOR RETAIL TENANCY (SHOP) AND CAR PARKING AND FIVE RESIDENTIAL APARTMENTS**

This Occupancy permit is required under Division 1 of Part 5 of the Building Act 1993.

#### Building Details:

##### 1. Basement Level - Storey

Permitted Use:	Storage Only (Any other use is strictly prohibited)
BCA Classification:	7b
Persons Accommodated For:	5
Max. Allowable Live Load:	4kPa
Storeys Contained:	1
Rise in Storeys - (Building):	4
Effective Height:	10.30 metres
Type of Construction:	A

## Part 5: Appendix - Fire Engineering Report



## Part 6: Appendix -VBA ACP Fact Sheet

---



# Aluminium composite panels (ACP)

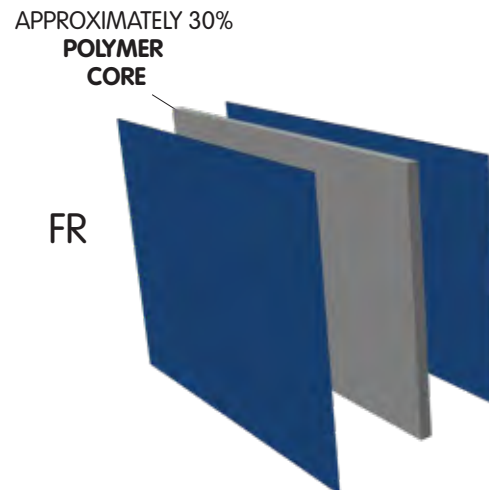
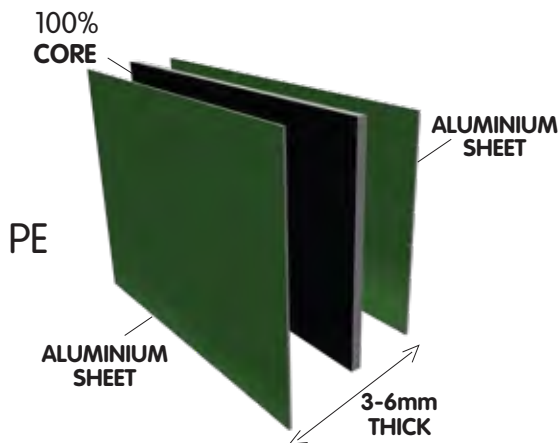
An aluminium composite panel (ACP) is made up of two thin aluminium sheets bonded to a polymer core.

It is the polymer core that makes this product dangerous in a fire.

The highest-risk ACP products have a 100 per cent polymer core – usually polyethylene – which is often black. This variety is known as 'PE'.

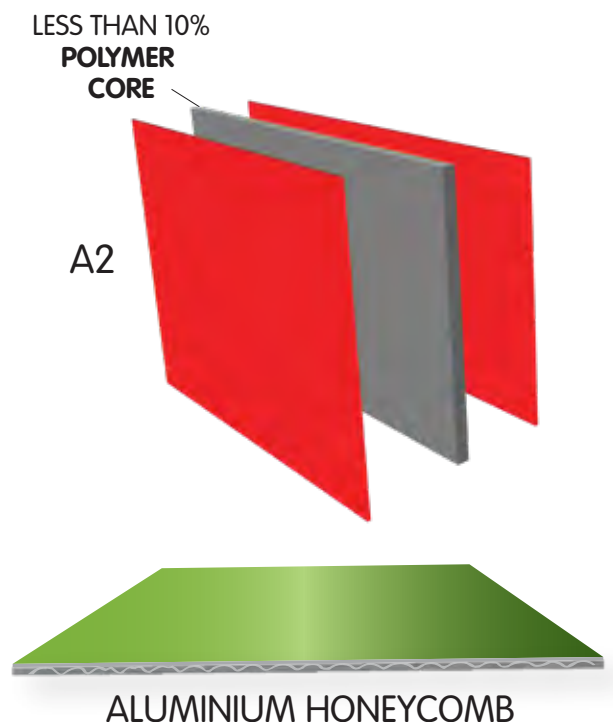
The VBA has noticed the 'PE' variety was mostly used on buildings constructed before 2012 and is less prevalent on recently constructed buildings.

There are many varieties of ACP. Typically, they span two to six metres in length, and 600mm to two metres wide. They do not generally add to the structural integrity of a building, but may contribute to energy efficiency and weatherproofing.



## Other varieties include:

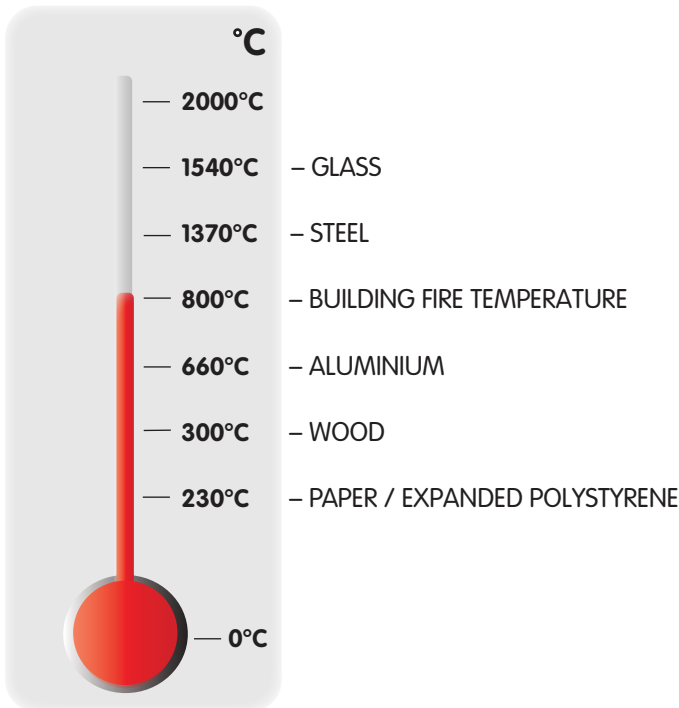
- **ACP 'FR'** products, which typically have a polymer core of approximately 30 per cent. Polymer core is often grey. Potential to spread fire is high.
- **ACP 'A2'** products, which typically have a polymer core of less than 10 per cent. Polymer core is often light grey. Potential to spread fire is low.
- **Aluminium honeycomb** products, which have no polymer core. Instead, they have a honeycomb-patterned aluminium core. Potential to spread fire is low.



**Aluminium composite panels** with a polymer core are combustible. They have the potential to spread fire up and around the building façade, and melt and drop molten material to the ground. They may also fall off a building in large pieces and cause spot fires away from the building.



### MELTING AND IGNITION POINTS



**Aluminium composite panels** with a polymer core of 30 per cent have a poor reaction to fire and, generally, cannot be used on a multi-storey building without independent approval from the Building Appeals Board.

Aluminium has a low melting point of around 660°C. Temperatures will be around 800°C to 900°C in a fire, which will melt the aluminium skin of the panels and ignite the core.

The aluminium can be used in a process known as 'coil coating', which allows for a vibrant range of colour and provides excellent corrosion resistance. Aluminium composite panels are also cheaper than solid aluminium products. The qualities of aluminium composite panels allow architects to design curved buildings that are not possible, or as easily achieved, with steel, masonry or glass materials.



## Part 7: Appendix - Architectural Drawing

---

# PROJECT: RESIDENTIAL DEVELOPMENT

## ADDRESS: 625 GLENHUNTLY ROAD, CAULFIELD, VIC

### STAGE 2

#### GENERAL NOTES

THIS DRAWING SHALL BE READ IN CONJUNCTION WITH  
 - STRUCTURAL ENGINEERING COMPUTATION OR STRUCTURAL DRAWINGS  
 - GEO-TECHNICAL REPORT  
 - CIVIL ENGINEERING DRAWINGS  
 - THERMAL ASSESMENT AND ENERGY REPORT

THE WORKING DRAWING DIMENSIONS MAY VARY OR BE ADJUSTED TO COMPLY WITH ENGINEERS COMPUTATIONS/ STRUCTURAL DRAWINGS AND/OR EXISTING SITE CONDITIONS

CONCRETE SHALL COMPLY WITH AS 3600 - 2009 "CONCRETE STRUCTURES" AND SHALL BE MINIMUM 20MPa UNLESS NOTED OTHERWISE.

CONCRETE FORMWORK TO COMPLY WITH AS 3610 - 1995 "FORMWORK FOR CONCRETE"

CONCRETE SLAB AND FOOTING TO COMPLY WITH AS 2870 - 2011 "RESIDENTIAL SLABS AND FOOTINGS"

BRICKWORK TO COMPLY WITH AS 3700 - 2001 "MASONRY STRUCTURES"

ALL TIMBER FRAMING WORK ( FLOORS, WALLS AND CEILING) TO BE CARRIED OUT IN STRICT ACCORDANCE WITH AS 1684.2- 2010/2013 "RESIDENTIAL TIMBER-FRAMED CONSTRUCTION" TIMBER FRAMING CODE AND SUPPLEMENTARY TABLES

METAL ROOF AND WALL CLADDING TO COMPLY WITH AS 1562 - 1999 "DESIGN AND INSTALLATION OF SHEET ROOF AND WALL CLADDING"

TILED ROOF TO COMPLY WITH AS 2050 - 2002 "INSTALLATION OF ROOF TILES"

ALL WINDOWS , SLIDING DOORS, ADJUSTABLE LOUVERS TO COMPLY WITH " AS 2047 - 1999" WINDOWS IN BUILDINGS. SELECTION AND INSTALLATION"

ALL GLASS TO BE INSTALLED ACCORDING TO REQUIREMENTS OUTLINED IN AS 1288 - 2006 "GLASS IN BUILDINGS . SELECTION AND INSTALLATION"

SAFETY GLAZING TO COMPLY WITH AS 2208 - 2006 " SAFETRY GLASZING MATERIALS IN BUILDINGS"

PROVIDE SMOKE ALARMS AS PER AS 3786 -1993/2004 "SMOKE ALARMS", HARD WIRED WITH BATTERY BACK-UP TO NEW AREAS

#### LEGEND

FFL = FINISHED FLOOR LEVEL	WIR = WALK IN ROBE	WM = WASHING MASHINE
FCL = FINISHED CEILING LEVEL	ENS = ENSUITE	T= TROUGH
NGL = NATURAL GROUND LEVEL	PDR = POWDER ROOM	TR = TOWEL RAIL
CH = CEILING HEIGHT	LDRY = LAUNDRY	TRG = TOWEL RING
CL = CLOTHES LINE	OH = OVERHEAD CUPBOARDS	FW = FLOOR WASTE
MBOX = METERBOX	REF SP = REFRIDGERATOR SPACE	SD = SMOKE DEDECTOR
MB = MAIL BOX	HP = HOT PLATE	
RWT = RAIN WATER TANK	IW = INDUCTION WOK	
DO1 = DOOR	SL = SALAMANDER	
W01 = WINDOW	TP = TEPAN YAKI	
AW = AWNING WINDOW	RH = RANGE HOOD	
FG = FIXED GLASS	DW = DISH WASHER	
SW = SASH WINDOW	OV = OVEN	
DP = DOWNPIPE	MOV = MICROWAVE OVEN	
RWH = RAIN WATER HEAD		
HWS = HOT WATER SYSTEM		
AJ = ARTICULATION JOIN		

14_319 CONSTRUCTION DRAWINGS	
WD01	GENERAL NOTES
WD04	SLAB SETOUT PLAN
WD05	SLAB SETOUT PLAN
WD06	BASEMENT / GROUND FLOOR PLAN
WD07	FLOOR PLANS 1
WD08	FLOOR PLANS 2
WD09	ELECTRICAL PLANS
WD09	ROOF PLAN
WD11	ELECTRICAL PLANS
WD12	ELEVATIONS 1
WD13	ELEVATIONS 2
WD14	SECTIONS 1
WD15	SECTIONS 2
WD16	DETAILS
WD17	DETAILS
WD18	DOOR & WINDOW SCHEDULE

MIKE NEIGHBOUR  
 CONSULTANT BUILDING SURVEYOR  
 LEVEL 1, 1207 GLENHUNTLY ROAD  
 GLENHUNTLY 3163

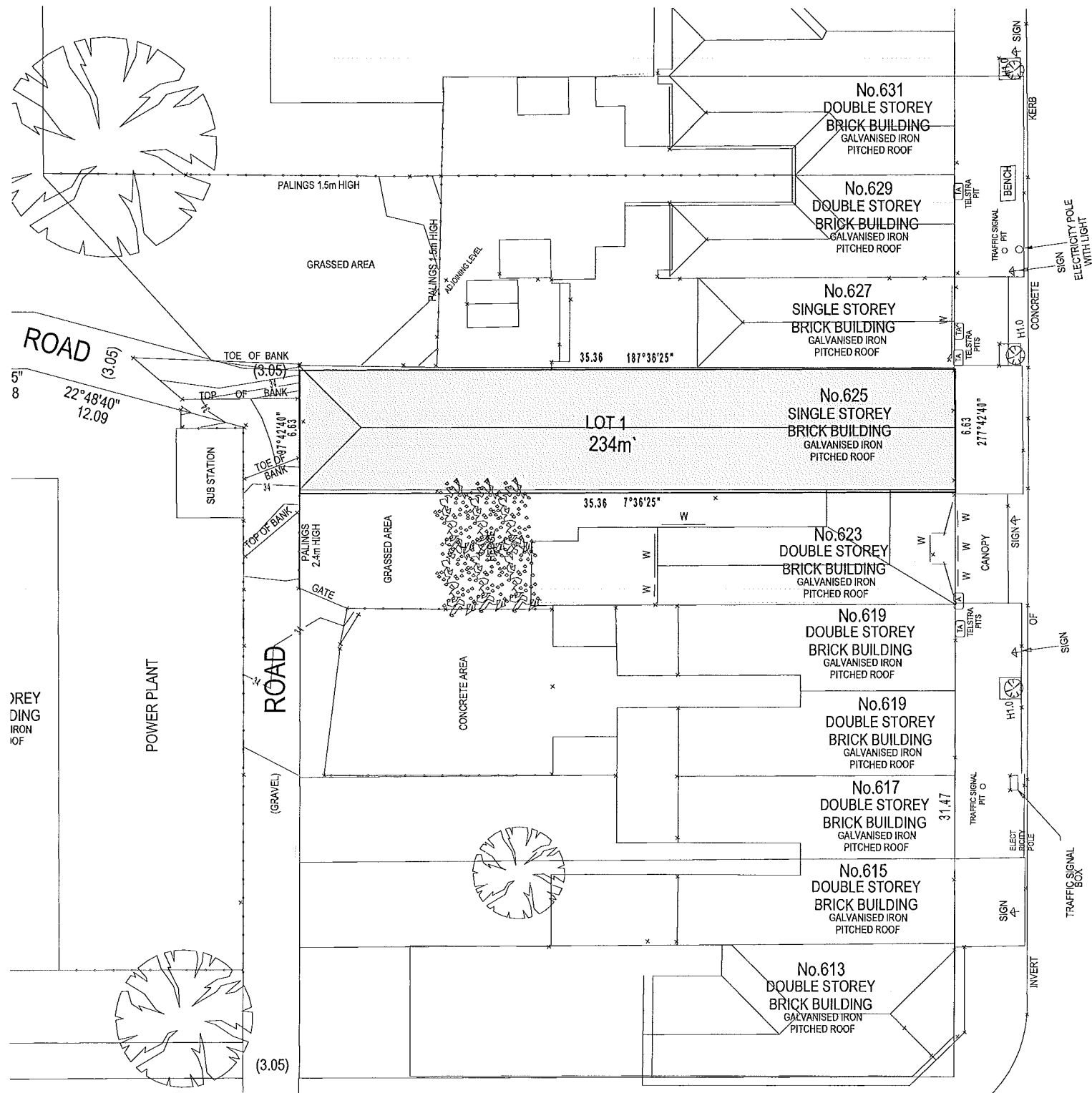
**KATDESIGN**

KATDESIGN PTY LTD  
 2/20 Ellen street, Bertridg East, VIC, 3165  
 T: 04 3166 4392  
 E: kates@grmelbourne@gmail.com

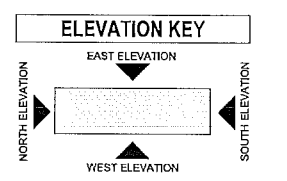
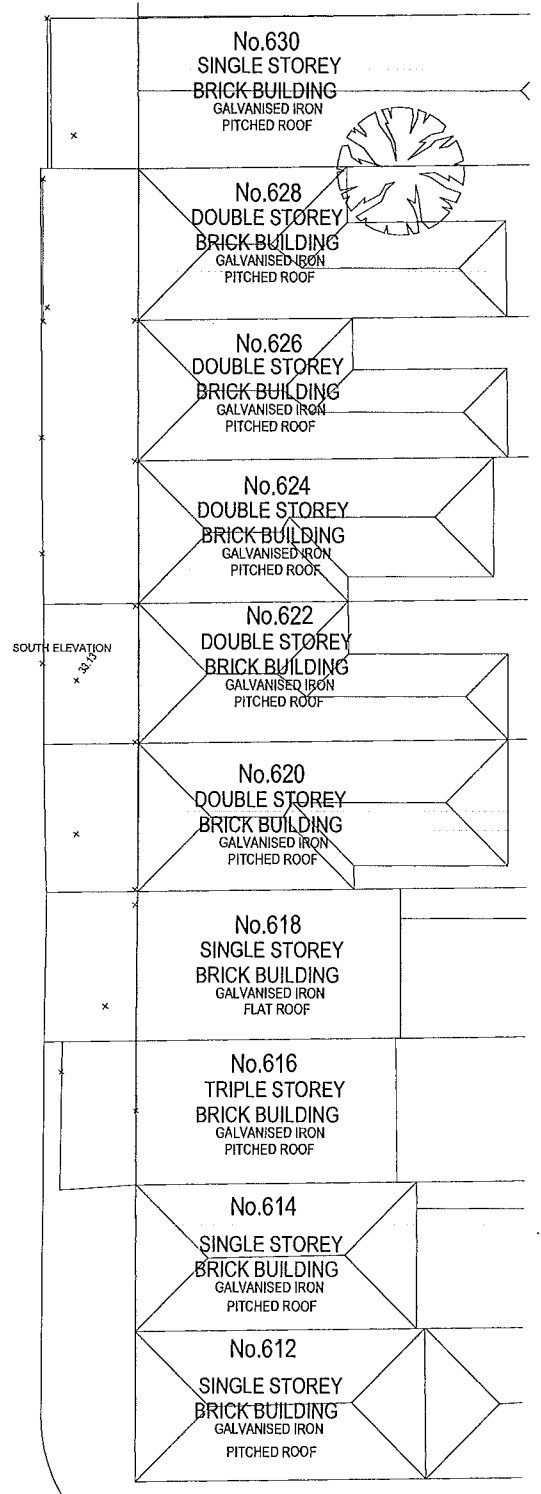
**FOR CONSTRUCTION**







GLEN HUNTLY ROAD



NOTES:  
 BUILDING CONSENT DOCUMENTS TO BE READ IN CONJUNCTION WITH APPROVED RESOURCE CONSENT DOCUMENTS AND CONDITIONS. SCOPE OF WORKS ARE CONFINED TO AREAS ILLUSTRATED ON THE BUILDING CONSENT AND RESOURCE CONSENT DOCUMENTATION.

ALL WORKS UNDERTAKEN ARE TO COMPLY WITH ALL ASPECTS OF ICC, TERRITORIAL AUTHORITIES, MANUFACTURERS RECOMMENDATIONS AND RESCOPE, WHERE SPECIFIED WORKS REQUIRE SHOP DRAWINGS FOR REVIEW, THESE ARE TO BE PERUSED AND CONFIRMED BY THE OWNERS. WORKS ARE TO BE CARRIED OUT BY A REGISTERED MASTER OR CERTIFIED BUILDER AND TO COMPLY WITH ALL CONDITIONS TO ENSURE HOME OWNERS GUARANTEE. ANY SUBSTITUTION OF MATERIALS WITHOUT DESIGN DISCUSSION RENDERS CONTRACTOR LIABLE FOR DESIGN FAILS.

SERVICES:  
 ALL EXISTING SERVICES TO THE SITE TO BE DISCONNECTED/DIVERTED SUBJECT TO REQUIREMENTS OF AUTHORITIES, PREPARE A SERVICE PLAN SETTING OUT THE ACTUAL POSITIONS AS CONSTRUCTED OF ALL SEWER, STORMWATER, SANITARY PLUMBING, PIPED AND DUCTED SERVICES, ELECTRICAL AND MECHANICAL SERVICES, EXCEPT WHERE SPECIFIED OTHERWISE, AN ASBUILT DRAWING MAY BE MARKED UP ON COPIES OF RELEVANT PROJECT DOCUMENTS. PROVIDE 1 SET OF SERVICE PLANS TO THE OWNER. PROVIDE 1 SET AS REQUIRED BY THE BUILDING CONSENT TO THE TERRITORIAL AUTHORITY.

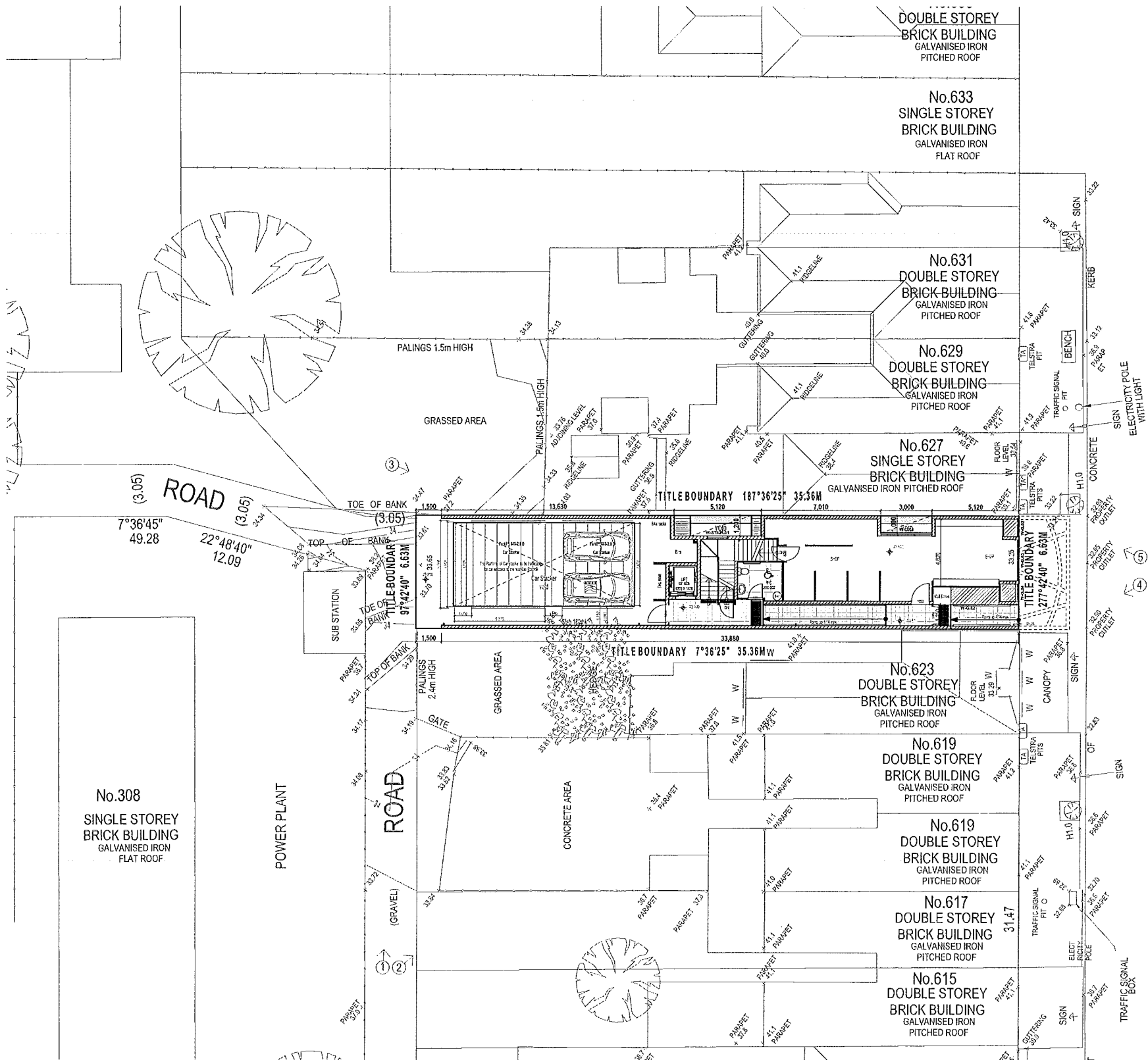
SITE WORKS:  
 PROTECT PARTS OF THE WORK LIABLE TO DAMAGE, INCLUDING ADJOINING PUBLIC OR PRIVATE PROPERTY, EXISTING BUILDINGS, EXISTING ROADS, FOOTPATHS, FENCES, SITE SERVICES, TREES, LANDSCAPING AND EXISTING RETAINED SITE FEATURES, UNTIL COMPLETION OF WORKS, TAKE ALL PRECAUTIONS NECESSARY TO PROTECT THE WORK FROM DAMAGE BY UNAUTHORISED ENTRY OR INCLEMENT WEATHER. BRACE AND SUPPORT ALL PARTS OF THE WORKS AGAINST DAMAGE DURING CONSTRUCTION. MAKE GOOD DAMAGE TO EXISTING PROPERTY AND SITE FEATURES ARISING FROM CONSTRUCTION ACTIVITIES OR FAILER TO PROTECT.

WORKS:  
 CONTRACTOR IS TO SEEK CONFORMANCE FROM THE OWNER REGARDING SITE SETOUT OF PROPOSED BUILDING LOCATION, SITE DATUM AND PROFILES, BEFORE COMMENCEMENT OF ANY WORKS.

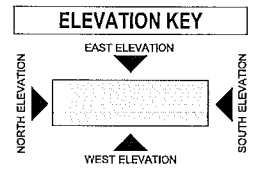
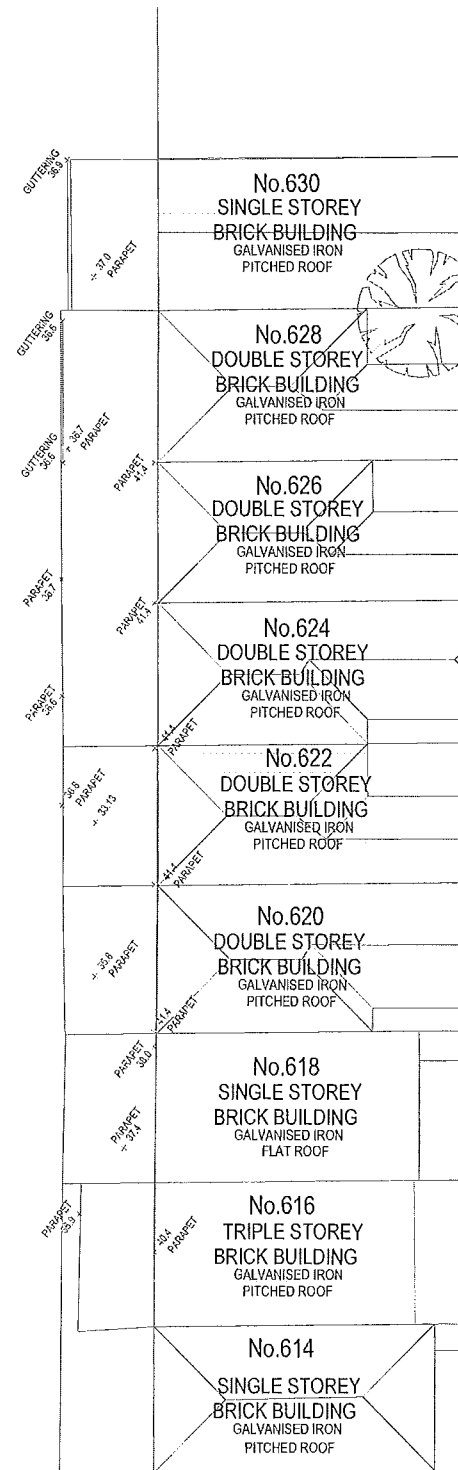
CARRY OUT AND RECORD REGULAR CHECKS OF MATERIALS QUALITY AND ACCURACY INCLUDING:  
 - CONCRETE QUALITY AND FINISH WHERE APPLICABLE.  
 - DIMENSIONAL ACCURACY OF STRUCTURAL COLUMNS.  
 - ALL PERIMETER COLUMNS AND FRAMES PLUMB.  
 - LEVELS OF ALL FLOOR ARE RELATIVE TO SITE DATUM.  
 - FRAMING MOISTURE CONTENT IS ACCEPTABLE.

DEMOLITION NOTES:  
 - DEMOLISH ENTIRE BUILDING INCLUDING FOOTINGS  
 - CO-ORDINATE WITH AUTHORITIES FOR DISCONNECTION OF EXISTING SERVICES  
 - MAKE GOOD ANY DAMAGE TO NEIGHBOURING PROPERTIES  
 - REMOVE AND / OR SEAL ANY OBSOLETE SERVICES MAKE GOOD EXISTING SERVICES AFTER DEMOLITION  
 - ALL DEMOLITION DEBRIS, UNLESS OTHERWISE NOTED TO BE IMMEDIATELY REMOVED FROM SITE  
 - ASBESTOS AUDIT TO BE CARRIED OUT PRIOR TO ANY DEMOLITION ANY HAZARDOUS MATERIALS I.E. ASBESTOS, ARE TO BE REMOVED AS PER THE OCCUPATIONAL HEALTH AND SAFETY CODE OF PRACTICE  
 - BURNING OF DEMOLITION MATERIALS IS NOT PERMITTED  
 - ALL MATERIALS ARE TO BE REMOVED FROM THE SITE, AND SITE LEFT IN A CLEAN AND TIDY STATE. ALL DIRT, MUD AND GENERAL DEBRIS TO BE REMOVED FROM FOOTPATH AND ROADWAY  
 - DEMOLITION IS NOT TO BE COMMENCED UNTIL PRECAUTIONARY MEASURES HAVE BEEN INSPECTED AND APPROVED BY ENGINEER  
 - PROVIDE NECESSARY PROTECTION TO NEIGHBOURING PROPERTIES  
 - PROVIDE A PHOTOGRAPHIC RECORD OF DEMOLITION PROGRESS  
 - COMPLETE DILIGENT SURVEY OF NEIGHBOURING PROPERTIES  
 - ALL WORKS TO BE CARRIED OUT IN ACCORDANCE WITH AS2601 - DEMOLITION OF STRUCTURES

MIKE NEIGHBOUR  
 CONSULTANT BUILDING SURVEYOR  
 LEVEL 1, 1207 GLENHUNTLY ROAD  
 GLENHUNTLY 3163



GLEN HUNTLY ROAD



**NOTES:**  
 BUILDING CONSENT DOCUMENTS TO BE READ IN CONJUNCTION WITH APPROVED RESOURCE CONSENT DOCUMENTS AND CONDITIONS. SCOPE OF WORKS ARE CONFINED TO AREAS ILLUSTRATED ON THE BUILDING CONSENT AND RESOURCE CONSENT DOCUMENTATION.

ALL WORKS UNDERTAKEN ARE TO COMPLY WITH ALL ASPECTS OF NCC, TERRITORIAL AUTHORITIES, MANUFACTURERS RECOMMENDATIONS AND RESCODE. WHERE SPECIFIED WORKS REQUIRE SHOP DRAWINGS FOR REVIEW, THESE ARE TO BE FORWARDED AND CONFIRMED BY THE OWNERS. WORKS ARE TO BE CARRIED OUT BY A REGISTERED MASTER OR CERTIFIED BUILDER AND TO COMPLY WITH ALL CONDITIONS TO ENSURE HOME OWNERS GUARANTEE. ANY SUBSTITUTION OF MATERIALS WITHOUT DESIGN DISCUSSION RENDERS CONTRACTOR LIABLE FOR DESIGN FAILURES.

**SERVICES:**  
 ALL EXISTING SERVICES TO THE SITE TO BE DISCONNECTED/DIVERTED SUBJECT TO REQUIREMENTS OF AUTHORITIES. PREPARE A SERVICE PLAN SETTING OUT THE ACTUAL POSITIONS AS CONSTRUCTED OF ALL SEWER, STORMWATER, SANITARY PLUMBING, PIPED AND DUCTED SERVICES, ELECTRICAL AND MECHANICAL SERVICES. EXCEPT WHERE SPECIFIED OTHERWISE, AN AS-BUILT DRAWING MAY BE MARKED UP ON COPIES OF RELEVANT PROJECT DOCUMENTS. PROVIDE 1 SET OF SERVICE PLANS TO THE OWNER, PROVIDE 1 SET AS REQUIRED BY THE BUILDING CONSENT TO THE TERRITORIAL AUTHORITY.

**SITE WORKS:**  
 PROTECT PARTS OF THE WORK LIABLE TO DAMAGE, INCLUDING ADJOINING PUBLIC OR PRIVATE PROPERTY, EXISTING BUILDINGS, EXISTING ROADS, FOOTPATHS, FENCES, SITE SERVICES, TREES, LANDSCAPING AND EXISTING RETAINED SITE FEATURES. UNTIL COMPLETION OF WORKS, TAKE ALL PRECAUTIONS NECESSARY TO PROTECT THE WORK FROM DAMAGE BY UNAUTHORISED ENTRY OR INCLEMENT WEATHER. BRACE AND SUPPORT ALL PARTS OF THE WORKS AGAINST DAMAGE DURING CONSTRUCTION. MAKE GOOD DAMAGE TO EXISTING PROPERTY AND SITE FEATURES ARISING FROM CONSTRUCTION ACTIVITIES OR FAILURE TO PROTECT.

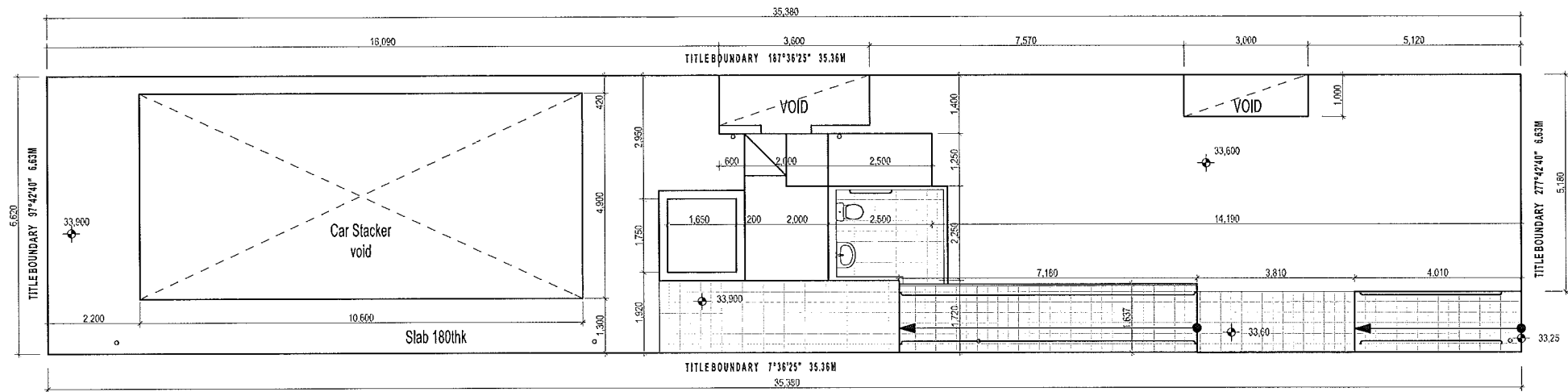
**WORKS:**  
 CONTRACTOR IS TO SEEK CONFORMANCE FROM THE OWNER REGARDING SITE SETOUT OF PROPOSED BUILDING LOCATION, SITE DATUM AND PROFILES, BEFORE COMMENCEMENT OF ANY WORKS.

CARRY OUT AND RECORD REGULAR CHECKS OF MATERIALS QUALITY AND ACCURACY INCLUDING:  
 - CONCRETE QUALITY AND FRESH WHERE APPLICABLE.  
 - DIMENSIONAL ACCURACY OF STRUCTURAL COLUMN.  
 - ALL PERIMETER COLUMNS AND FRAMES ARE PLUMB.  
 - LEVELS OF ALL FLOOR ARE RELATIVE TO SITE DATUM.  
 - FRAMING MOISTURE CONTENT IS ACCEPTABLE.

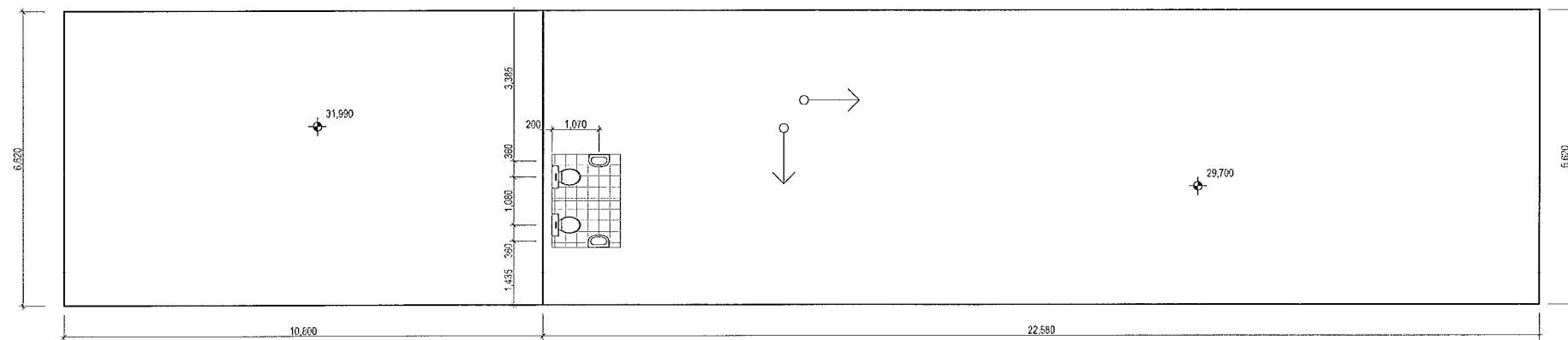
**DEMOLITION NOTES:**

- DEMOLISH ENTIRE BUILDING INCLUDING FOOTINGS
- CO-ORDINATE WITH AUTHORITIES FOR DISCONNECTION OF EXISTING SERVICES
- MAKE GOOD ANY DAMAGE TO NEIGHBOURING PROPERTIES
- REMOVE AND / OR SEAL ANY OBSOLETE SERVICES MAKE GOOD EXISTING SERVICES AFTER DEMOLITION
- ALL DEMOLITION DEBRIS, UNLESS OTHERWISE NOTED TO BE IMMEDIATELY REMOVED FROM SITE
- ASBESTOS AUDIT TO BE CARRIED OUT PRIOR TO ANY DEMOLITION ANY HAZARDOUS MATERIALS I.E. ASBESTOS, ARE TO BE REMOVED AS PER THE OCCUPATIONAL HEALTH AND SAFETY CODE OF PRACTICE
- BURNING OF DEMOLITION MATERIALS IS NOT PERMITTED
- ALL MATERIALS ARE TO BE REMOVED FROM THE SITE, AND SITE LEFT IN A CLEAN AND TIDY STATE. ALL DUST, MUD AND GENERAL DEBRIS TO BE REMOVED FROM FOOTPATH AND ROADWAY
- DEMOLITION IS NOT TO BE COMMENCED UNTIL PRECAUTIONARY MEASURES HAVE BEEN INSPECTED AND APPROVED BY ENGINEER
- PROVIDE NECESSARY PROTECTION TO NEIGHBOURING PROPERTIES
- PROVIDE A PHOTOGRAPHIC RECORD OF DEMOLITION PROGRESS
- COMPLETE DILATION SURVEY OF NEIGHBOURING PROPERTIES
- ALL WORKS TO BE CARRIED OUT IN ACCORDANCE WITH AS2621 - DEMOLITION OF STRUCTURES

MIKE NEIGHBOUR  
 CONSULTANT BUILDING SURVEYOR  
 LEVEL 1, 1207 GLENHUNTLY ROAD  
 GLENHUNTLY 3163



2. GROUND FLOOR 1:100



1. BASEMENT 1:100

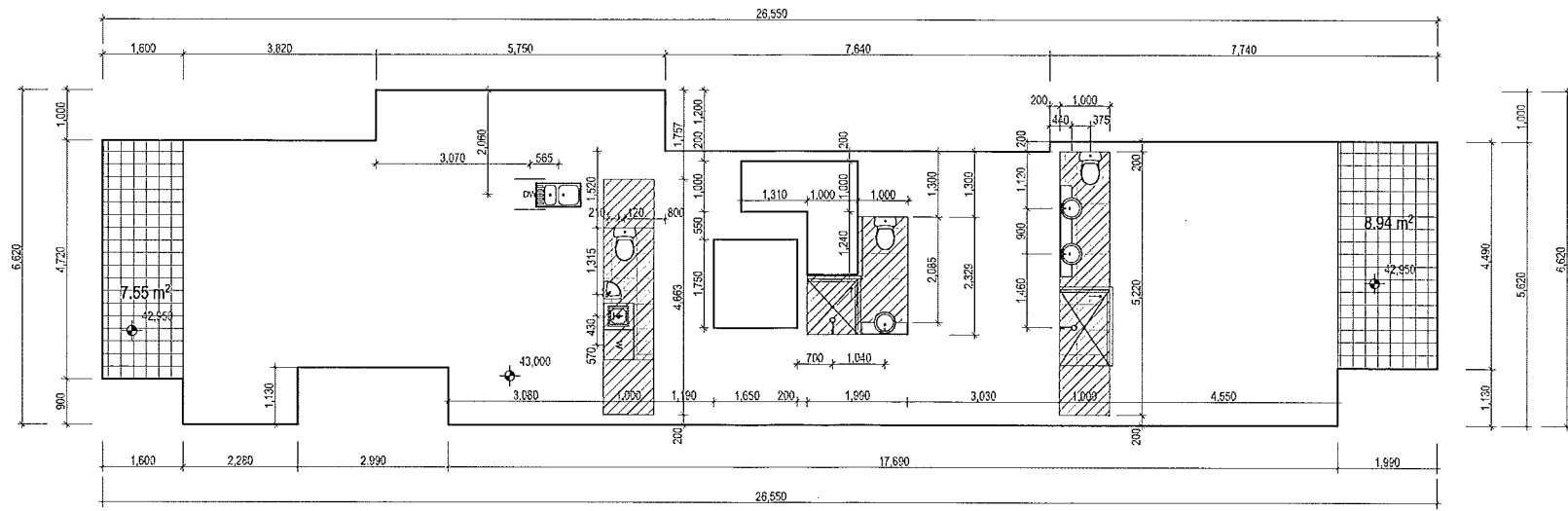
MIKE NEIGHBOUR  
CONSULTANT BUILDING SURVEYOR  
LEVEL 1, 1207 GLENHUNTLY ROAD  
GLENHUNTLY 3163



<b>KATDESIGN</b> <small>2/28 ELLEN STREET, Bentleigh East          Phone: 04 3166 4392          E-mail: e.suyathikaya@gmail.com</small>	Design: KS Drawn: KS	Date: SEPTEMBER 2014 Scale: 1:100	Project Name: <b>RESIDENTIAL DEVELOPMENT</b>	Drawing : <b>SLAB SETOUT PLAN</b>	North 	Job No: <b>14_319</b>
	<small>DO NOT SCALE FROM THESE DRAWINGS. VERIFY ALL DIMENSIONS &amp; LEVELS ON SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION &amp; OR SHOP DRAWINGS WITH KATDESIGN / ARCHIDEA DESIGN GROUP. THIS DRAWING &amp; OTHERS ARE COPYRIGHT PROTECTED. NO PART MAY BE REPRODUCED OR OTHERWISE DEALT WITH, WITHOUT THE WRITTEN PERMISSION OF KATDESIGN / ARCHIDEA DESIGN GROUP</small>			Location : <b>625 GLENHUNTLY ROAD          CAULFIELD</b>	Client : ROUSSOV DEVELOPMENTS	Drawing No: <b>WD04</b> 102 OF 122

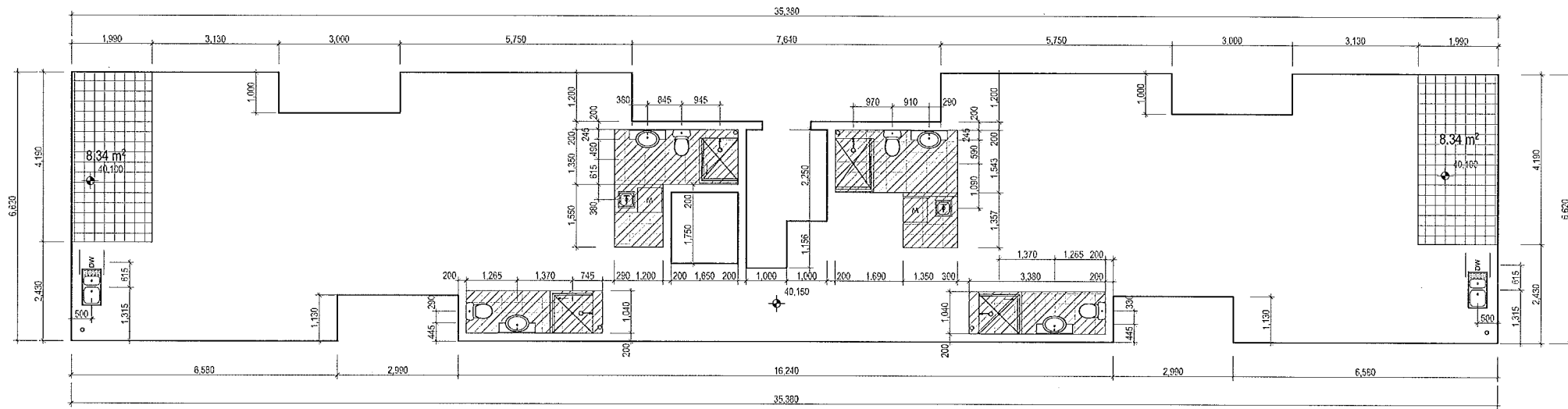
ISSUE FOR CONSTRUCTION





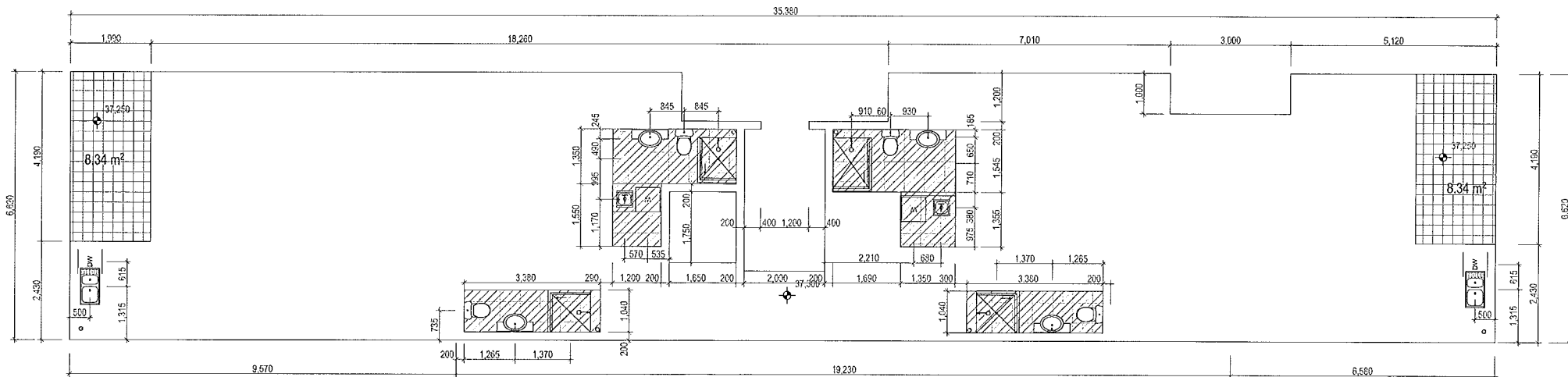
3. THIRD FLOOR 1:100

AREAS SHOWN ON PLAN HAS TO HAVE SLAB THIKNES MAX 150 TO PROVIDE UNDER CEILING SPACE FOR PLUMBING CONNECTION.



2. SECOND FLOOR 1:100

AREAS SHOWN ON PLAN HAS TO HAVE SLAB THIKNES MAX 150 TO PROVIDE UNDER CEILING SPACE FOR PLUMBING CONNECTION.



1. FIRST FLOOR 1:100

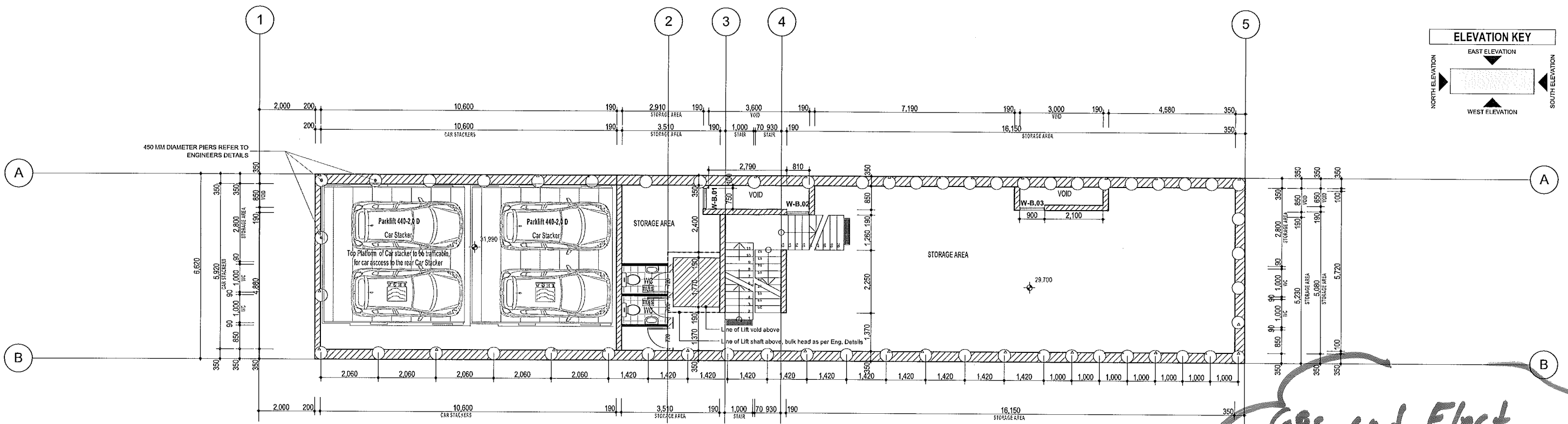
AREAS SHOWN ON PLAN HAS TO HAVE SLAB THIKNES MAX 150 TO PROVIDE UNDER CEILING SPACE FOR PLUMBING CONNECTION.

MIKE NEIGHBOUR  
CONSULTANT BUILDING SURVEY  
LEVEL 1, 1207 GLENHUNTLY RD.  
GLENHUNTLY 3163

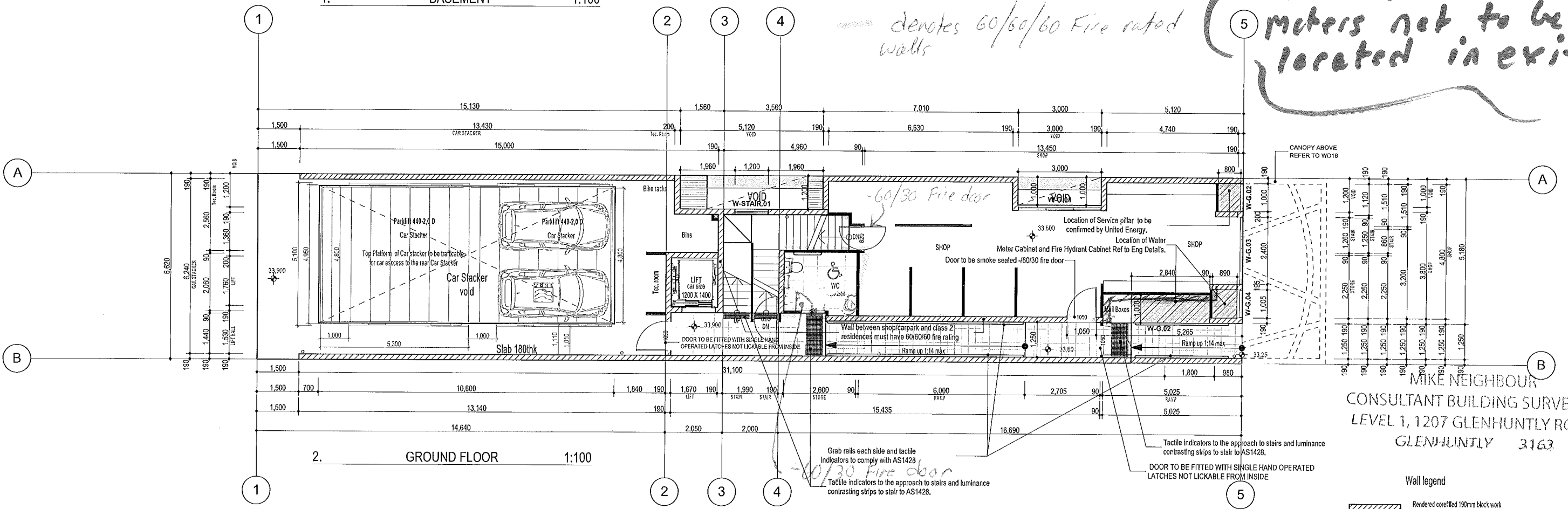


<b>KATDESIGN</b> <small>226 ELLEN STREET, Bentleigh East          Phone: 04 3184 4392          E-mail: e.svyolstskaya@gmail.com</small>	Design: KS Drawn: KS	Date: SEPTEMBER 2014 Scale: 1:100	Project Name: <b>RESIDENTIAL DEVELOPMENT</b>	Drawing: <b>SLAB SETOUT PLAN</b>	North  Job No: <b>14_319</b> Drawing No: <b>WD05</b> <small>05 of 122</small>
	<small>DO NOT SCALE FROM THESE DRAWINGS. VERIFY ALL DIMENSIONS &amp; LEVELS ON SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION &amp; OR SHOP DRAWINGS WITH KATDESIGN/ARCHIDEA DESIGN GROUP. THIS DRAWING &amp; OTHERS ARE COPYRIGHT PROTECTED. NO PART MAY BE REPRODUCED OR OTHERWISE DEALT WITH, WITHOUT THE WRITTEN PERMISSION OF KATDESIGN/ARCHIDEA DESIGN GROUP.</small>		Location: <b>625 GLENHUNTLY ROAD          CAULFIELD</b>	Client: <b>ROUSSOV DEVELOPMENTS</b>	
	Rev Description	Date	20.05.16 20.08.15 3162		

ISSUE FOR CONSTRUCTION



1. BASEMENT 1:100



2. GROUND FLOOR 1:100

**NOTES:**  
BUILDING CONSENT DOCUMENTS TO BE READ IN CONJUNCTION WITH APPROVED RESOURCE CONSENT DOCUMENTS AND CONDITIONS. SCOPE OF WORKS ARE CONFINED TO AREAS ILLUSTRATED ON THE BUILDING CONSENT AND RESOURCE CONSENT DOCUMENTATION.  
ALL WORKS UNDERTAKEN ARE TO COMPLY WITH ALL ASPECTS OF NCC, TERRITORIAL AUTHORITIES, MANUFACTURERS RECOMMENDATIONS AND RESCUE. WHERE SPECIFIED WORKS REQUIRE SHOP DRAWINGS FOR REVIEW, THESE ARE TO BE PERUSED AND CONFIRMED BY THE OWNERS. WORKS ARE TO BE CARRIED OUT BY A REGISTERED MASTER OR CERTIFIED BUILDER AND TO COMPLY WITH ALL CONDITIONS TO ENSURE HOME OWNERS GUARANTEE. ANY SUBSTITUTION OF MATERIALS WITHOUT DESIGN DISCUSSION RENDERERS CONTRACTOR LIABLE FOR DESIGN FAULTS.

**SITE WORKS:**  
PROTECT PARTS OF THE WORK LIABLE TO DAMAGE, INCLUDING ADJOINING PUBLIC OR PRIVATE PROPERTY, EXISTING BUILDINGS, EXISTING ROADS, FOOTPATHS, FENCES, SITE SERVICES, TREES, LANDSCAPING AND EXISTING RETAINED SITE FEATURES, UNTIL COMPLETION OF WORKS. TAKE ALL PRECAUTIONS NECESSARY TO PROTECT THE WORK FROM DAMAGE BY UNAUTHORISED ENTRY OR INCIDENT WEATHER, BRACE AND SUPPORT ALL PARTS OF THE WORKS AGAINST DAMAGE DURING CONSTRUCTION. MAKE GOOD DAMAGE TO EXISTING PROPERTY AND SITE FEATURES ARISING FROM CONSTRUCTION ACTIVITIES OR FAILER TO PROTECT.

**WORKS:**  
CONTRACTOR IS TO SEEK CONFIRMATION FROM THE OWNER REGARDING SITE SETOUT OF PROPOSED BUILDING LOCATION, SITE DATUM AND PROFILES, BEFORE COMMENCEMENT OF ANY WORKS.  
CARRY OUT AND RECORD REGULAR CHECKS OF MATERIALS QUALITY AND ACCURACY INCLUDING:  
- CONCRETE QUALITY AND FINISH WHERE APPLICABLE.  
- DIMENSIONAL ACCURACY OF STRUCTURAL COLUMNS.  
- ALL PERIMETER COLUMNS AND FRAMES ARE PLUMB.  
- LEVELS OF ALL FLOOR ARE RELATIVE TO SITE DATUM.  
- FRANKING MOISTURE CONTENT IS ACCEPTABLE.

**SERVICES:**  
ALL EXISTING SERVICES TO THE SITE TO BE DISCONNECTED/DIVERTED SUBJECT TO REQUIREMENTS OF AUTHORITIES. PREPARE A SERVICE PLAN SETTING OUT THE ACTUAL POSITIONS AS CONSTRUCTED OF ALL SEWER, STORMWATER, SANITARY PLUMBING, PIPED AND DUCTED SERVICES, ELECTRICAL AND MECHANICAL SERVICES, EXCEPT WHERE SPECIFIED OTHERWISE, AN ASBUILT DRAWING MAY BE MARKED UP ON COPIES OF RELEVANT PROJECT DOCUMENTS. PROVIDE 1 SET OF SERVICE PLANS TO THE OWNER, PROVIDE 1 SET AS REQUIRED BY THE BUILDING CONSENT TO THE TERRITORIAL AUTHORITY.

**SLABS:**  
BASEMENT SLABS ARE 100THK SLAB SLR2 VESH (T)  
ALL GROUND FLOOR SUSPENDED SLABS ARE 250THK ON 1.0 BMT BONDEK H16@200 TAB SHORT DIRECTION, N12@200 LONG DIRECTION  
ALL FIRST, SECOND AND THIRD FLOOR SUSPENDED SLABS ARE 180THK ON 1.0 BMT BONDEK SLR2@200 TAB EV DIRECTION, N12@200 LONG DIRECTION  
FOLOWING PIERS:  
ALL BORED PIERS ARE BP1 @ 1000 CTS MAX U/LD, SOCKET 2600 MIN INTO DENSE SAND BELOW BASEMENT LEVEL.

MIKE NEIGHBOUR  
CONSULTANT BUILDING SURVEYOR  
LEVEL 1, 1207 GLENHUNTLY ROAD  
GLENHUNTLY 3163

**Wall legend**

- Rendered core/Red 190mm block work walls as per engineering specification
- 90mm stud walls
- Footing with piers as per engineering specification
- HardieSmart™ Boundary and Zerolof wall system

ISSUE FOR CONSTRUCTION



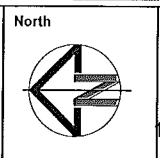
**KATDESIGN**  
2/26 ELLEN STREET, Bentleigh East  
Phone: 04 3166 4392  
E-mail: e.svyatskaya@gmail.com

Design: KS	Date: SEPTEMBER 2014
Drawn: KS	Scale: 1:100
DO NOT SCALE FROM THESE DRAWINGS. VERIFY ALL DIMENSIONS & LEVELS ON SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION & OR SHOP DRAWINGS WITH KATDESIGN/ARCHIDEA DESIGN GROUP. THIS DRAWING & OTHERS ARE COPYRIGHT PROTECTED. NO PART MAY BE REPRODUCED OR OTHERWISE DEALT WITH, WITHOUT THE WRITTEN PERMISSION OF KATDESIGN/ARCHIDEA DESIGN GROUP.	

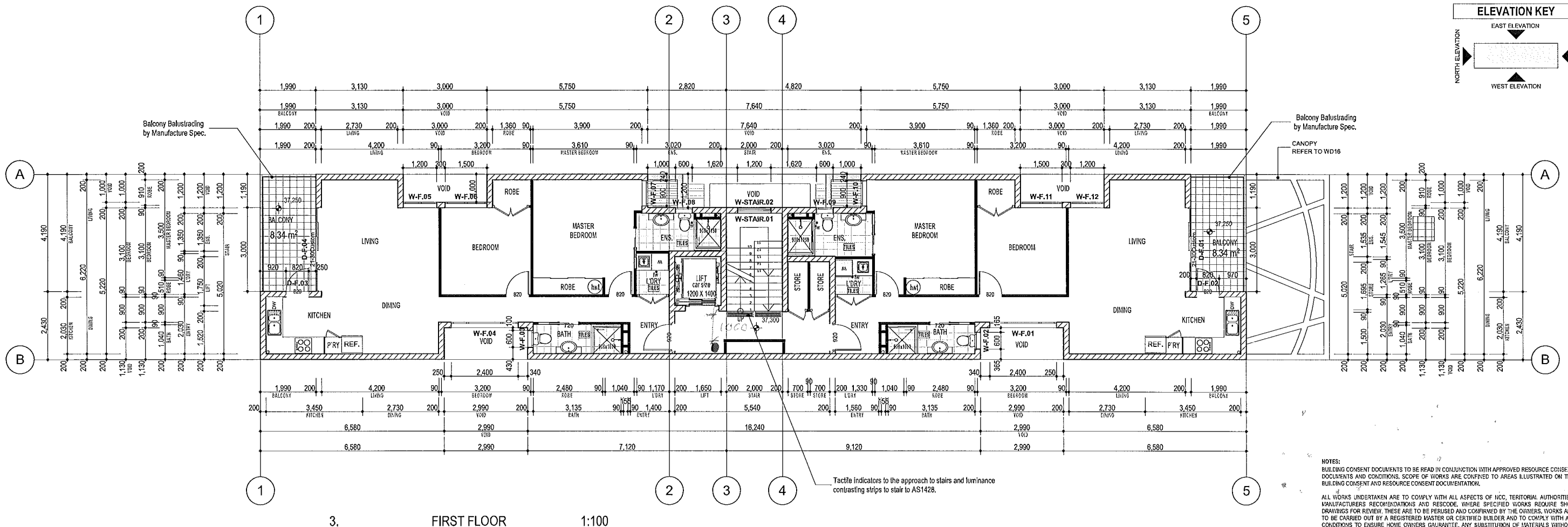
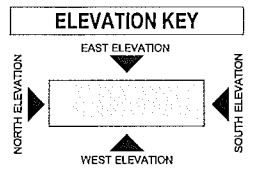
Rev	Description	Date
B	BP STAGE 2	20.05.16
A	BP STAGE 1	20.08.15

**Project Name:**  
RESIDENTIAL DEVELOPMENT  
**Location:**  
625 GLENHUNTLY ROAD  
CAULFIELD  
3162

**Drawing:**  
BASEMENT / GROUND FLOOR PLAN  
**Client:**  
ROUSSOV DEVELOPMENTS



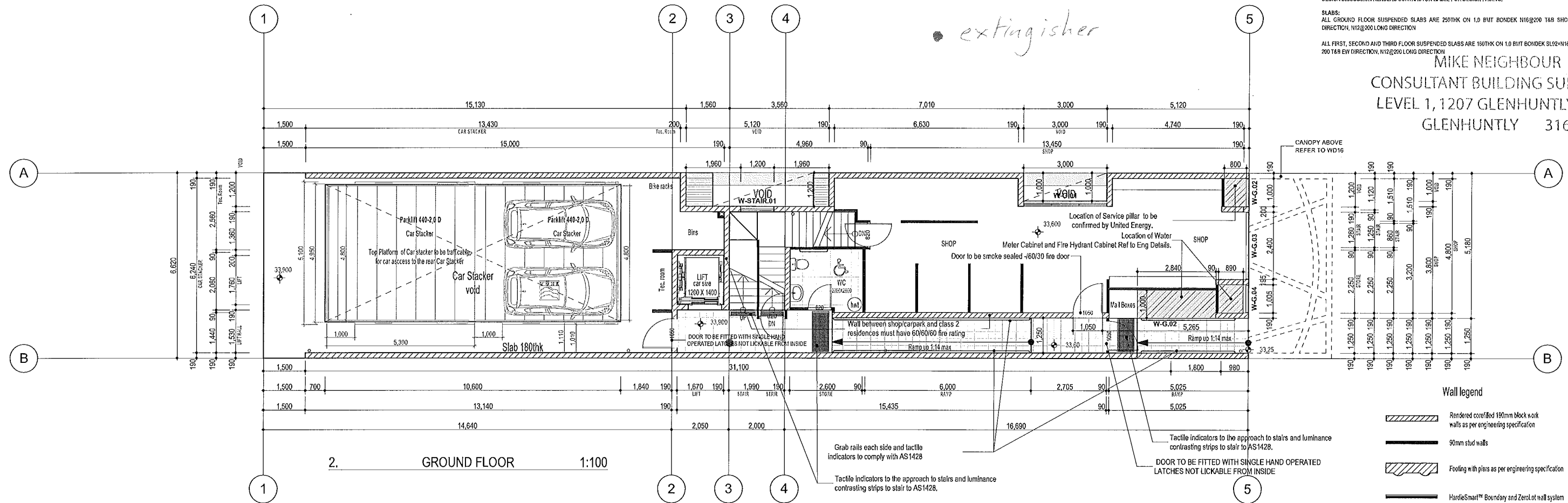
**Job No:**  
14\_319  
**Drawing No:**  
WD06  
04 OF 122



3. FIRST FLOOR 1:100

NOTES:  
 BUILDING CONSENT DOCUMENTS TO BE READ IN CONJUNCTION WITH APPROVED RESOURCE CONSENT DOCUMENTS AND CONDITIONS. SCOPE OF WORKS ARE CONFINED TO AREAS ILLUSTRATED ON THE BUILDING CONSENT AND RESOURCE CONSENT DOCUMENTATION.  
 ALL WORKS UNDERTAKEN ARE TO COMPLY WITH ALL ASPECTS OF MCC, TERRITORIAL AUTHORITIES, MANUFACTURERS RECOMMENDATIONS AND RESCOPE. WHERE SPECIFIED WORKS REQUIRE SHOP DRAWINGS FOR REVIEW, THESE ARE TO BE PERUSED AND CONFIRMED BY THE OWNERS. WORKS ARE TO BE CARRIED OUT BY A REGISTERED MASTER OR CERTIFIED BUILDER AND TO COMPLY WITH ALL CONDITIONS TO ENSURE HOME OWNERS GAURANTIEE. ANY SUBSTITUTION OF MATERIALS WITHOUT DESIGN DISCUSSION READERS CONTRACTOR LIABLE FOR DESIGN FAULTS.  
 SLABS:  
 ALL GROUND FLOOR SUSPENDED SLABS ARE 250THK ON 1.0 BMT BONDEX N16@200 T&B SHORT DIRECTION, N12@200 LONG DIRECTION  
 ALL FIRST, SECOND AND THIRD FLOOR SUSPENDED SLABS ARE 180THK ON 1.0 BMT BONDEX SL52@160@ 200 T&B EW DIRECTION, N12@200 LONG DIRECTION

MIKE NEIGHBOUR  
 CONSULTANT BUILDING SURVEYOR  
 LEVEL 1, 1207 GLENHUNTLY ROAD  
 GLENHUNTLY 3163



2. GROUND FLOOR 1:100

Wall legend  
 [Symbol] Rendered corfilled 180mm block work walls as per engineering specification  
 [Symbol] 90mm stud walls  
 [Symbol] Flooring with piers as per engineering specification  
 [Symbol] HardieSmart™ Boundary and Zerol of wall system



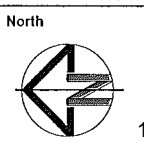
**KATDESIGN**  
 2/26 ELLEN STREET, Benleigh East  
 Phone: 04 3166 4392  
 E-mail: e.svalytstaya@gmail.com

Design: KS	Date: SEPTEMBER 2014
Drawn: KS	Scale: 1:100
DO NOT SCALE FROM THESE DRAWINGS. VERIFY ALL DIMENSIONS & LEVELS ON SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, & OR SHOP DRAWINGS WITH KATDESIGN/ARCHIDEA DESIGN GROUP. THIS DRAWING & OTHERS ARE COPYRIGHT PROTECTED. NO PART MAY BE REPRODUCED OR OTHERWISE DEALT WITH, WITHOUT THE WRITTEN PERMISSION OF KATDESIGN/ARCHIDEA DESIGN GROUP	

B	BP STAGE 2	20.05.16
A	BP STAGE 1	20.08.15
Rev	Description	Date

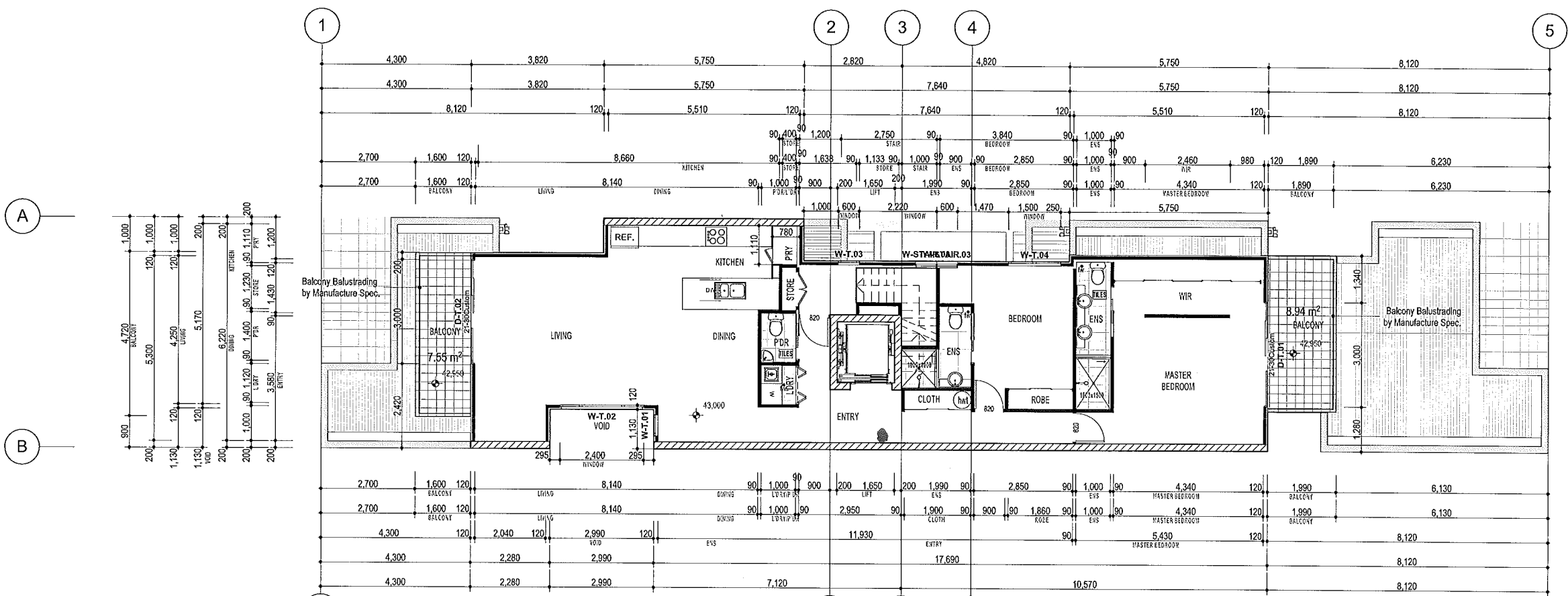
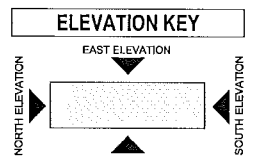
Project Name:  
**RESIDENTIAL DEVELOPMENT**  
 Location:  
**625 GLENHUNTLY ROAD CAULFIELD**  
 3162

Drawing:  
**FLOOR PLANS 1**  
 Client: **ROUSSOV DEVELOPMENTS**

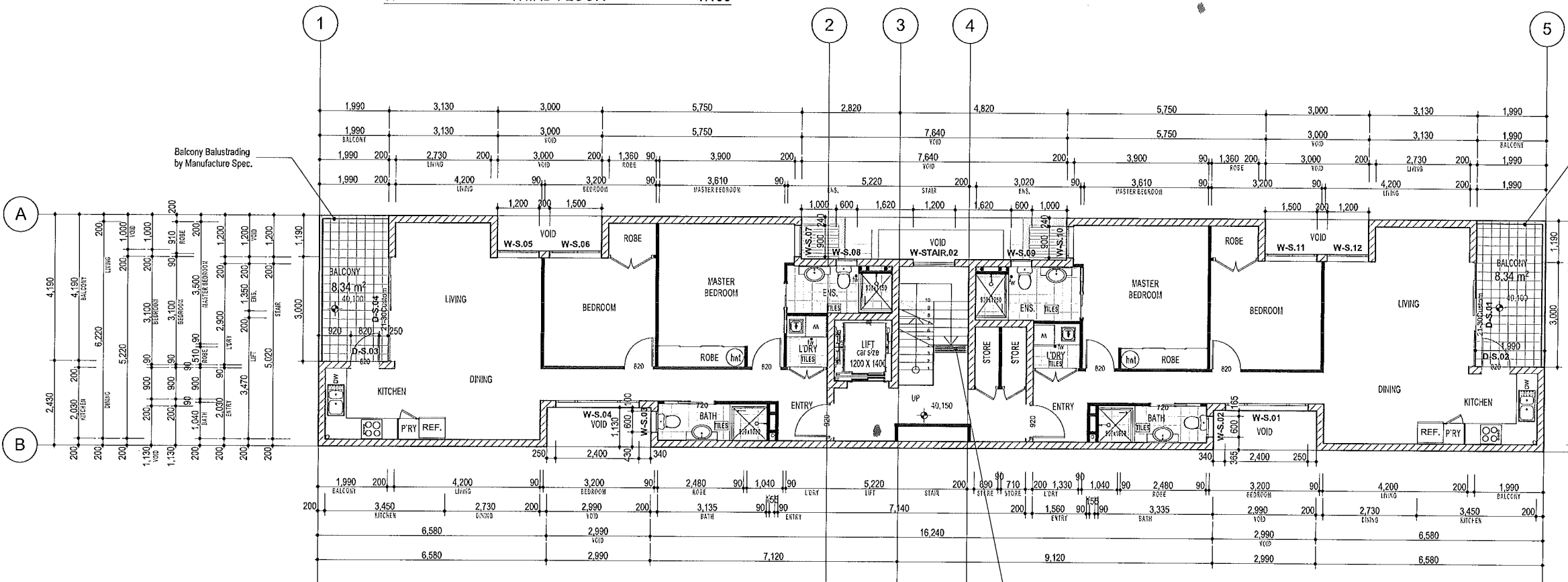


Job No:  
**14\_319**  
 Drawing No:  
**WD07**  
 105 of 122

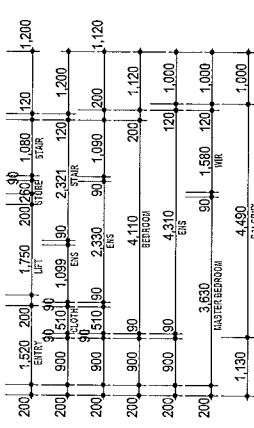
ISSUE FOR CONSTRUCTION



5. THIRD FLOOR 1:100



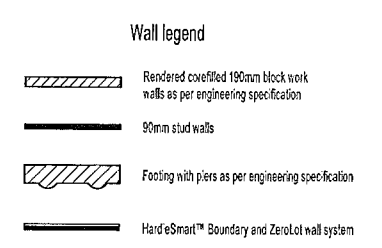
4. SECOND FLOOR 1:100



NOTES:  
BUILDING CONSENT DOCUMENTS TO BE READ IN CONJUNCTION WITH APPROVED RESOURCE CONSENT DOCUMENTS AND CONDITIONS. SCOPE OF WORKS ARE CONFINED TO AREAS ILLUSTRATED ON THE BUILDING CONSENT AND RESOURCE CONSENT DOCUMENTATION.

ALL WORKS UNDERTAKEN ARE TO COMPLY WITH ALL ASPECTS OF NCC, TERRITORIAL AUTHORITIES, MANUFACTURERS RECOMMENDATIONS AND RESCOPE. WHERE SPECIFIED WORKS REQUIRE SHOP DRAWINGS FOR REVIEW, THESE ARE TO BE PROVIDED AND CONFIRMED BY THE OWNERS. WORKS ARE TO BE CARRIED OUT BY A REGISTERED MASTER OR CERTIFIED BUILDER AND TO COMPLY WITH ALL CONDITIONS TO ENSURE HOME OWNERS GAURANTEE. ANY SUBSTITUTION OF MATERIALS WITHOUT DESIGN DISCUSSION RENDERS CONTRACTOR LIABLE FOR DESIGN FAILURES.

MIKE NEIGHBOUR  
CONSULTANT BUILDING SURVEYOR  
LEVEL 1, 1207 GLENHUNTLY ROAD  
GLENHUNTLY 3163



*extinguisher*



**KATDESIGN**  
22/6 ELLEN STREET, Donkeyhole East  
Phone: 04 3166 4392  
E-mail: e.voyatstskaya@gmail.com

Design: KS	Date: SEPTEMBER 2014
Drawn: KS	Scale: 1:1, 1:100
DO NOT SCALE FROM THESE DRAWINGS. VERIFY ALL DIMENSIONS & LEVELS ON SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION & OR SHOP DRAWINGS WITH KATDESIGN/ARCHIDEA DESIGN GROUP. THIS DRAWING & OTHERS ARE COPYRIGHT PROTECTED. NO PART MAY BE REPRODUCED OR OTHERWISE DEALT WITH, WITHOUT THE WRITTEN PERMISSION OF KATDESIGN/ARCHIDEA DESIGN GROUP.	
Rev	Description
B	BP STAGE 2
A	BP STAGE 1
20.05.16	Date
20.08.15	Date

Project Name: <b>RESIDENTIAL DEVELOPMENT</b>	Drawing: <b>FLOOR PLANS 2</b>
Location: <b>625 GLENHUNTLY ROAD CAULFIELD 3162</b>	Client: <b>ROUSSOV DEVELOPMENTS</b>

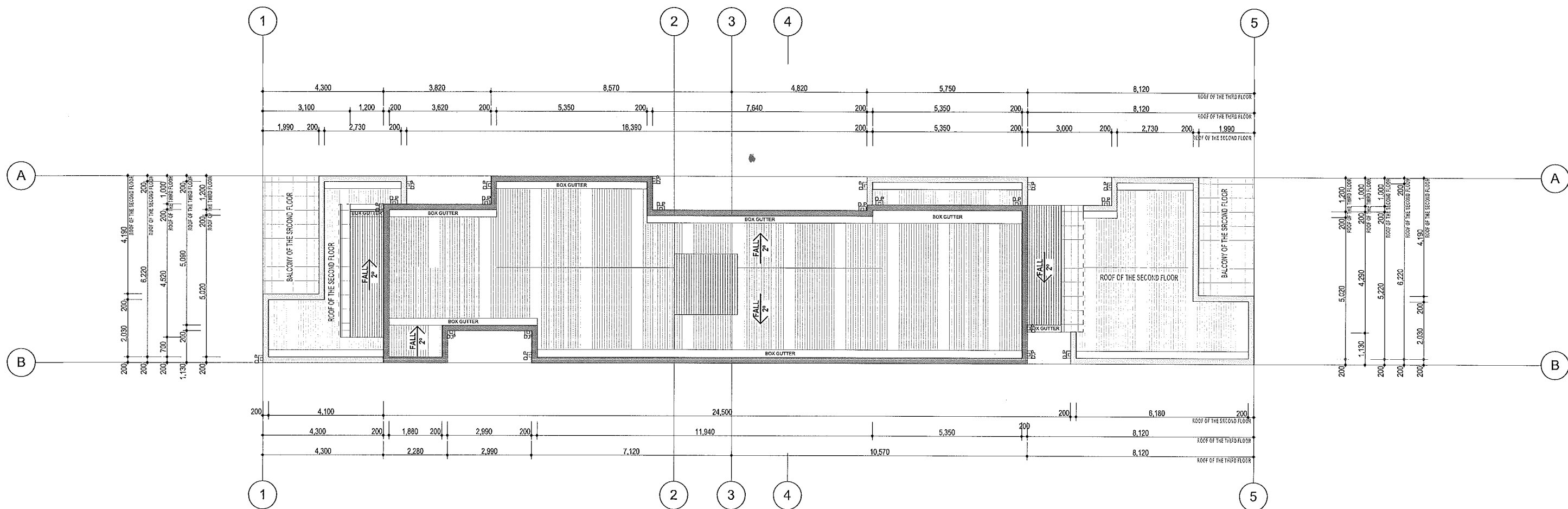
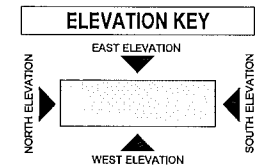
ISSUE FOR CONSTRUCTION

North

Job No:  
**14\_319**

Drawing No:  
**WD08**

06/01/22



MIKE NEIGHBOUR  
 CONSULTANT BUILDING SURVEYOR  
 LEVEL 1, 1207 GLENHUNTLY ROAD  
 GLENHUNTLY 3163

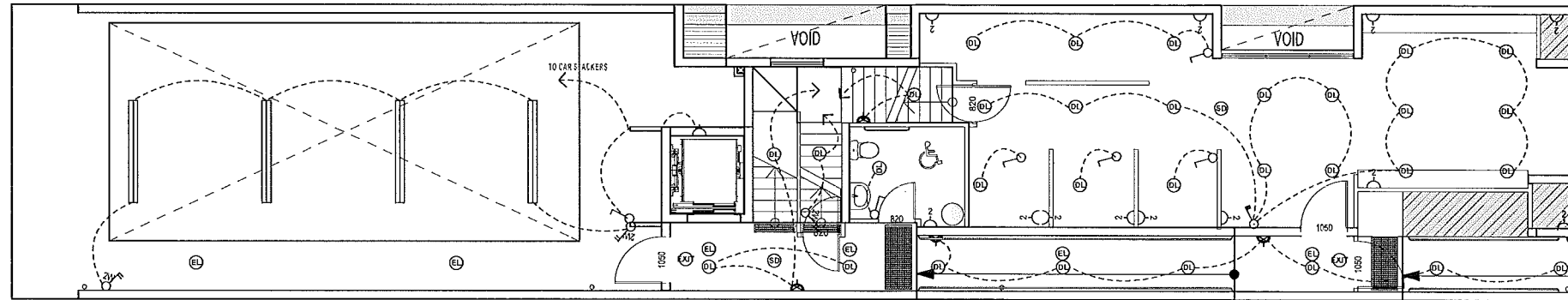
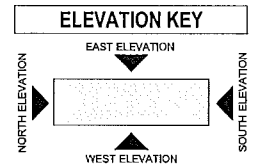
NOTES:  
 BUILDING CONSENT DOCUMENTS TO BE READ IN CONJUNCTION WITH APPROVED RESOURCE CONSENT DOCUMENTS AND CONDITIONS. SCOPE OF WORKS ARE CONFINED TO AREAS ILLUSTRATED ON THE BUILDING CONSENT AND RESOURCE CONSENT DOCUMENTATION.

ALL WORKS UNDERTAKEN ARE TO COMPLY WITH ALL ASPECTS OF NCC, TERRITORIAL AUTHORITIES, MANUFACTURERS RECOMMENDATIONS AND RESCODE. WHERE SPECIFIED WORKS REQUIRE SHOP DRAWINGS FOR REVIEW, THESE ARE TO BE PERUSED AND CONFIRMED BY THE OWNERS. WORKS ARE TO BE CARRIED OUT BY A REGISTERED MASTER OR CERTIFIED BUILDER AND TO COMPLY WITH ALL CONDITIONS TO ENSURE HOME OWNERS GAURANTTEE. ANY SUBSTITUTION OF MATERIALS WITHOUT DESIGN DISCUSSION RENDERERS CONTRACTOR LIABLE FOR DESIGN FAILTS.

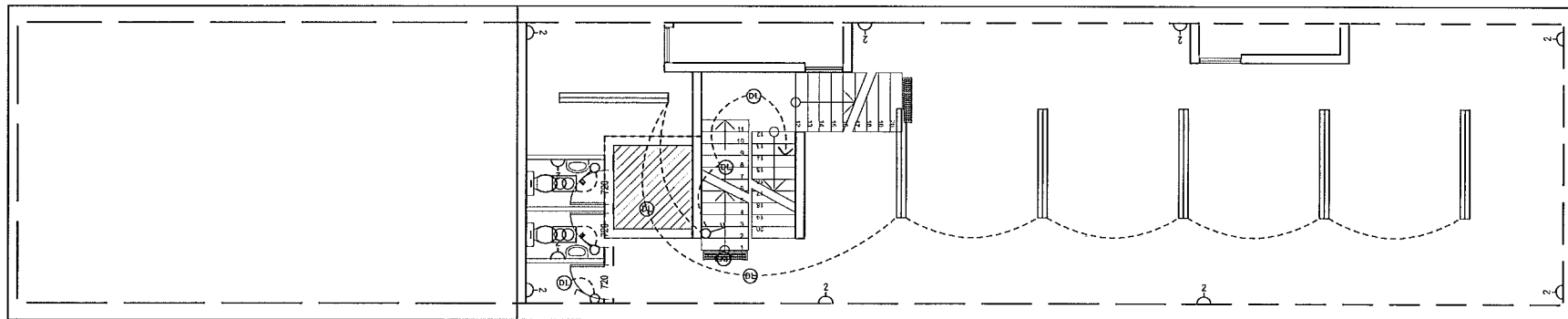
ISSUE FOR CONSTRUCTION



<b>KATDESIGN</b> <small>2/26 ELLEN STREET, Bendigh East          Phone: 04 3166 4392          E-mail: e.svygitskaya@gmail.com</small>	Design: KS Drawn: KS	Date: SEPTEMBER 2014 Scale: 1:100		Project Name: <b>RESIDENTIAL DEVELOPMENT</b>	Drawing : <b>ROOF PLAN</b>	North 	Job No: <b>14_319</b>
	<small>DO NOT SCALE FROM THESE RAWINGS. VERIFY ALL DIMENSIONS &amp; LEVELS ON SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION &amp; OR SHOP DRAWINGS WITH KATDESIGN/ARCHIDEA DESIGN GROUP. THIS DRAWING &amp; OTHERS ARE COPYRIGHT PROTECTED. NO PART MAY BE REPRODUCED OR OTHERWISE DEALT WITH, WITHOUT THE WRITTEN PERMISSION OF KATDESIGN/ARCHIDEA DESIGN GROUP.</small>			Location : <b>625 GLENHUNTLY ROAD          CAULFIELD          3162</b>	Client : <b>ROUSSOV DEVELOPMENTS</b>		Drawing No: <b>WD09</b> <small>107 of 122</small>



2. GROUND FLOOR 1:100



1. BASEMENT 1:100

ELECTRICAL SCHEDULE		
SYM	NAME	QTY
(Symbol)	3-in-1 IXL	12
(Symbol)	CHANDELIER	27
(Symbol)	DATA POINT	19
(Symbol)	DOUBLE GPO WP	4
(Symbol)	EM LIGHT	12
(Symbol)	EXIT SIGN	6
(Symbol)	EXTERNAL WML	18
(Symbol)	EXTRACTOR FAN	10
(Symbol)	FLUORESCENT	4
(Symbol)	GPO DISHWASHER	5
(Symbol)	GPO DOUBLE	185
(Symbol)	GPO OVEN	5
(Symbol)	GPO RANGEHOOD	5
(Symbol)	GPO WP	3
(Symbol)	LED DOWN LIGHT	286
(Symbol)	OUTDOOR FAN	5
(Symbol)	PH POINT	5
(Symbol)	ROLLER BLIND SW	9
(Symbol)	SENCER WM	12
(Symbol)	SINGLE SWITCH	1
(Symbol)	SMOKE DETECTOR	14
(Symbol)	SWITCH 2WAY	39
(Symbol)	SWITCH 3WAY	16
(Symbol)	SWITCH DOUBLE	25
(Symbol)	SWITCH SINGLE	60
(Symbol)	SWITCH TRIPLE	1
(Symbol)	TV POINT	19
(Symbol)	WML	4

**ENERGY RATING REQUIREMENTS:**

The following Standards are to be incorporated into Energy Rated Dwelling to obtain 6.0 Star Energy Rating  
 All External Doors and Windows are to be Weather Sealed  
 Entry Doors to be weather stripped  
 All General Building gaps and cracks to be filled.  
 All Sill seals to be tape sealed and tears patched.  
 Exhaust fans to be self closing damper and ducted to outside air.

**INSULATION:**

WALLS - All External Walls to have R 5.1 Insulation or higher + 1 Layer of single sided foil.

CEILINGS - Provide R 6.0 Insulation or higher + 1 Layer of single sided foil

**FLOORS -**

Provide R 6.0 Insulation to all floor areas

**WINDOWS -**

Generic 24: Timber/PVC double-glazed; clear/12 Argon gap/low-e; U = 2.36; SHGC = 0.58

**ALL LIGHT SWITCHES AT 1050 AFFL. WALL MOUNTED LIGHTS (WHERE APPLICABLE) 2000 AFFL.**

ALL ELECTRICAL FITTINGS NOTED BELOW TO BE CONFIRMED & APPROVED BY CLIENT ON SITE WITH A SAMPLE OF EACH PRIOR TO ORDER FOR INSTALLATION AS SPECIFIED

ALL ELECTRICAL WORKS TO BE CARRIED OUT BY SUITABLY LICENSED ELECTRICAL CONTRACTOR & IN ACCORDANCE WITH AS 3000

CERTIFICATE OF COMPLIANCE FOR ALL ELECTRICAL WORKS TO BE OBTAINED BY ELECTRICAL CONTRACTOR

PROVIDE AIR-CONDITIONING SYSTEM AS PER PROPRIETARY RECOMMENDATIONS

PROVIDE ALARM SYSTEM AS PER CLIENTS REQUEST

PROVIDE VIDEO INTERCOM SECURITY SYSTEM AS PER CLIENTS REQUEST

**NOTES**

ALL GPO'S OTHER THAN THE FOLLOWING TO BE 150 AFFL

KITCHEN BENCH	1050
RANGEHOOD (RH)	1600
MICROWAVE (MW)	1500
REFRIGERATOR (REF)	1500
DISHWASHER (DW)	600
WASHING MACHINE (WM)	1500
LAUNDRY BENCH	1050
VANITIES	1050



Design: KS	Date: SEPTEMBER 2014	
Drawn: KS	Scale: 1:1, 1:100	
B	BP STAGE 2	20.05.16
A	BP STAGE 1	20.08.15
Rev	Description	Date

Project Name:  
**RESIDENTIAL DEVELOPMENT**

Location:  
**625 GLENHUNTLY ROAD CAULFIELD**

Drawing:  
**ELECTRICAL PLANS**

Client: **ROUSSOV DEVELOPMENTS**

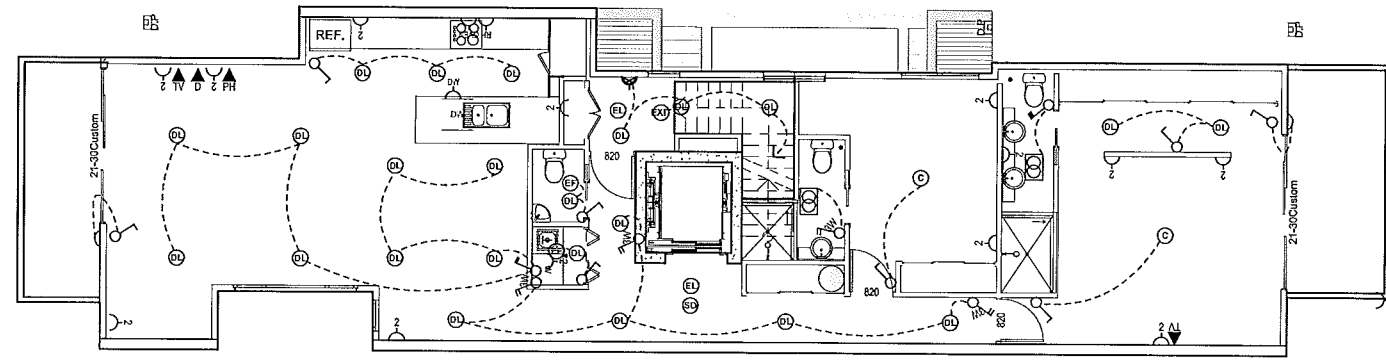
[ISSUE FOR CONSTRUCTION]

North

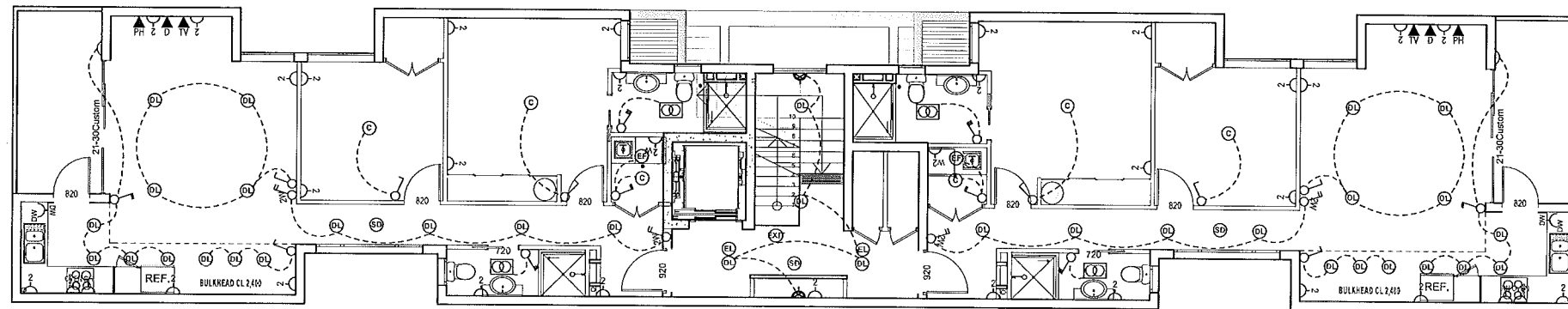
Job No:  
**14\_319**

Drawing No:  
**WD09**

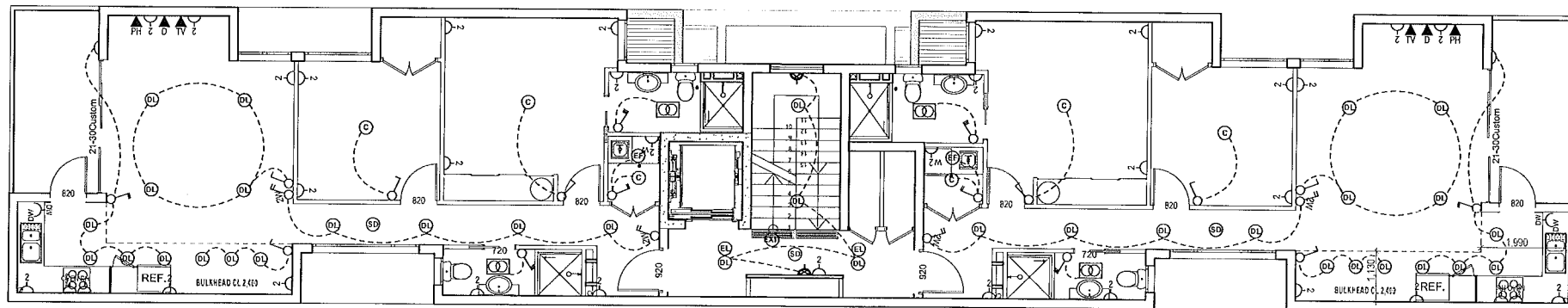
MIKE NEIGHBOUR  
 CONSULTANT BUILDING SURVEYOR  
 LEVEL 1, 1207 GLENHUNTLY ROAD  
 GLENHUNTLY 3163



5. THIRD FLOOR 1:100



4. SECOND FLOOR 1:100



3. FIRST FLOOR 1:100

ELECTRICAL SCHEDULE		
SYM	NAME	QTY
(Symbol)	3-in-1 IXL	
(Symbol)	CHANDELIER	
(Symbol)	DATA POINT	
(Symbol)	DOUBLE GPO WP	
(Symbol)	EM LIGHT	
(Symbol)	EXIT SIGN	
(Symbol)	EXTERNAL WML	
(Symbol)	EXTRACTOR FAN	
(Symbol)	FLUORESCENT	
(Symbol)	GPO DISHWASHER	
(Symbol)	GPO DOUBLE	
(Symbol)	GPO OVEN	
(Symbol)	GPO RANGEHOOD	
(Symbol)	GPO WP	
(Symbol)	LED DOWN LIGHT	
(Symbol)	OUTDOOR FAN	
(Symbol)	PH POINT	
(Symbol)	ROLLER BLIND SW	
(Symbol)	SENCER WM	
(Symbol)	SINGLE SWITCH	
(Symbol)	SMOKE DETECTOR	
(Symbol)	SWITCH 2WAY	
(Symbol)	SWITCH 3WAY	
(Symbol)	SWITCH DOUBLE	

MIKE NEIGHBOUR  
CONSULTANT BUILDING SURVEYOR  
LEVEL 1, 1207 GLENHUNTLY ROAD  
GLENHUNTLY 3163

**ENERGY RATING REQUIREMENTS:**

The following Standards are to be incorporated into Energy Rated Dwelling to obtain 6.0 Star Energy Rating  
All External Doors and Windows are to be Weather Sealed  
Entry Doors to be weather stripped  
All General Building gaps and cracks to be filled.  
All Sillulation to be lapped sealed and tears patched.  
Exhaust fans to be self closing damper and ducted to outside air.

**INSULATION:**

WALLS - All External Walls to have R 5.1 Insulation or higher + 1 Layer of single sided foil.

CEILINGS - Provide R 6.0 Insulation or higher + 1 Layer of single sided foil

**FLOORS -**

Provide R 6.0 Insulation to all floor areas

**WINDOWS -**

Generic 24: Timber/uPVC double-glazed: clear/12 Argon gap/low-e; U = 2.38; SHGC = 0.58

**NOTES**

ALL LIGHT SWITCHES AT 1050 AFFL. WALL MOUNTED LIGHTS (WHERE APPLICABLE) 2000 AFFL

ALL ELECTRICAL FITTINGS NOTED BELOW TO BE CONFIRMED & APPROVED BY CLIENT ON SITE WITH A SAMPLE OF EACH PRIOR TO ORDER FOR INSTALLATION AS SPECIFIED

ALL ELECTRICAL WORKS TO BE CARRIED OUT BY SUITABLY LICENSED ELECTRICAL CONTRACTOR & IN ACCORDANCE WITH AS 3000

CERTIFICATE OF COMPLIANCE FOR ALL ELECTRICAL WORKS TO BE OBTAINED BY ELECTRICAL CONTRACTOR

PROVIDE AIR-CONDITIONING SYSTEM AS PER PROPRIETARY RECOMMENDATIONS

PROVIDE ALARM SYSTEM AS PER CLIENTS REQUEST

PROVIDE VIDEO INTERCOM SECURITY SYSTEM AS PER CLIENTS REQUEST

ALL GPO'S OTHER THAN THE FOLLOWING TO BE 150 AFFL

KITCHEN BENCH	1050
RANGEHOOD (RH)	1800
MICROWAVE (MW)	1500
REFRIGERATOR (REF)	1500
DISHWASHER (DW)	600
WASHING MACHINE (WM)	1500
LAUNDRY BENCH	1050
VANITIES	1050



**KATDESIGN**

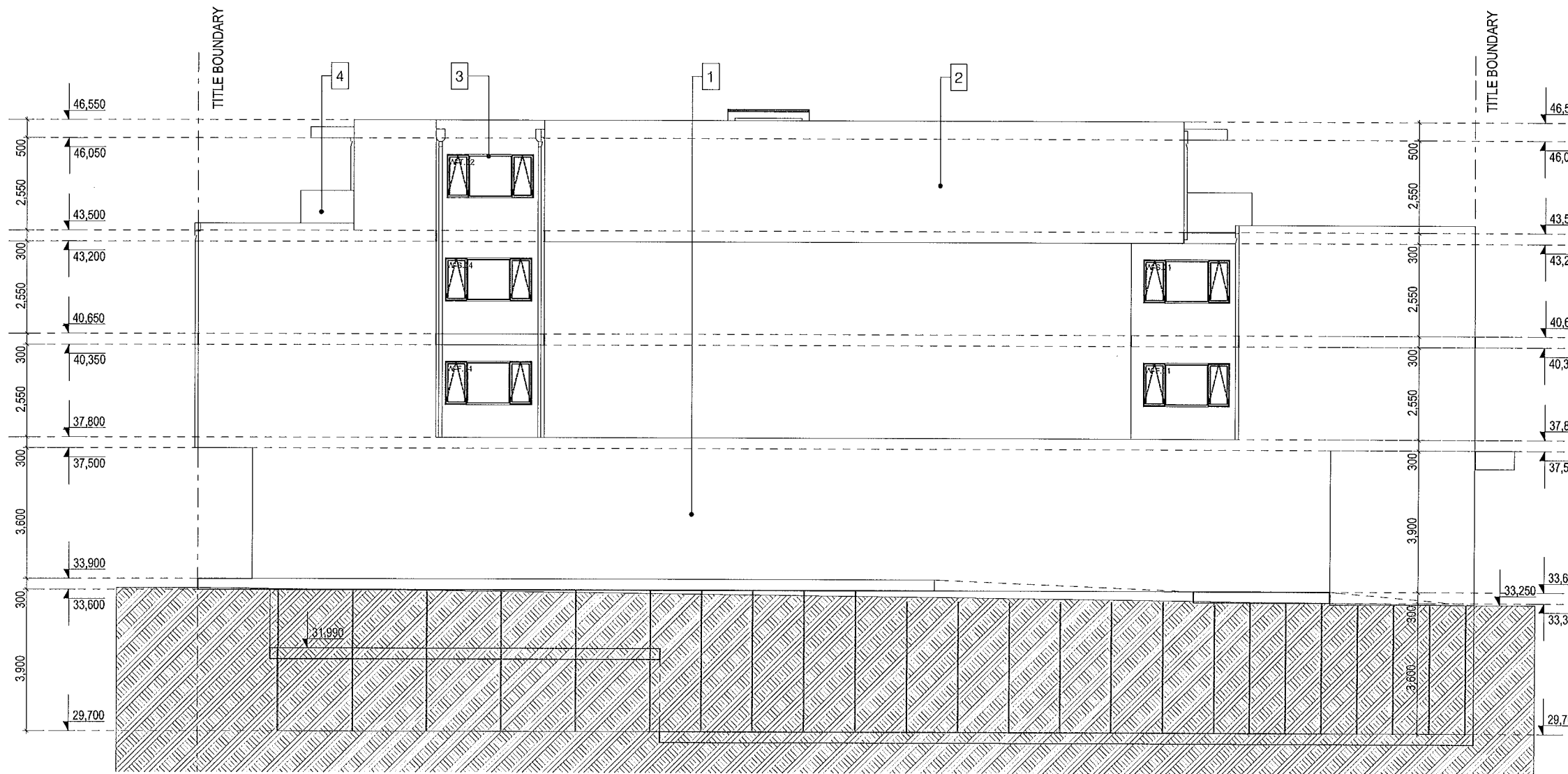
226 ELLEN STREET, Bendigo East  
Phone: 04 3166 4352  
E-mail: esyraliskaya@gmail.com

Design: KS	Date: SEPTEMBER 2014		
Drawn: KS	Scale: 1:1, 1:100		
		20.05.16	B BP STAGE 2
		20.08.15	A BP STAGE 1
Rev	Description	Date	

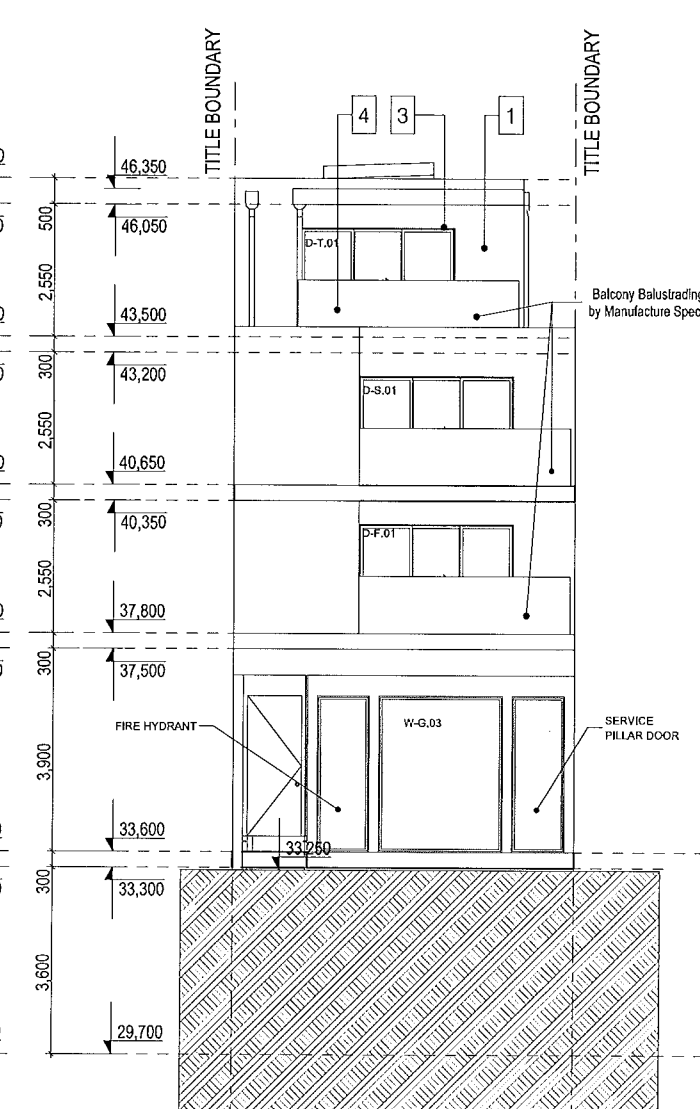
Project Name:	RESIDENTIAL DEVELOPMENT
Location:	625 GLENHUNTLY ROAD CAULFIELD
Client:	ROUSSOV DEVELOPMENTS
Drawing:	ELECTRICAL PLANS
	3162

ISSUE FOR CONSTRUCTION

North	Job No: <b>14_319</b>
	Drawing No: <b>WD11</b>



WEST ELEVATION 1:100



SOUTH ELEVATION 1:100

MIKE NEIGHBOUR  
 CONSULTANT BUILDING SURVEYOR  
 LEVEL 1, 1207 GLENHUNTLY ROAD  
 GLENHUNTLY 3163



**KATDESIGN**

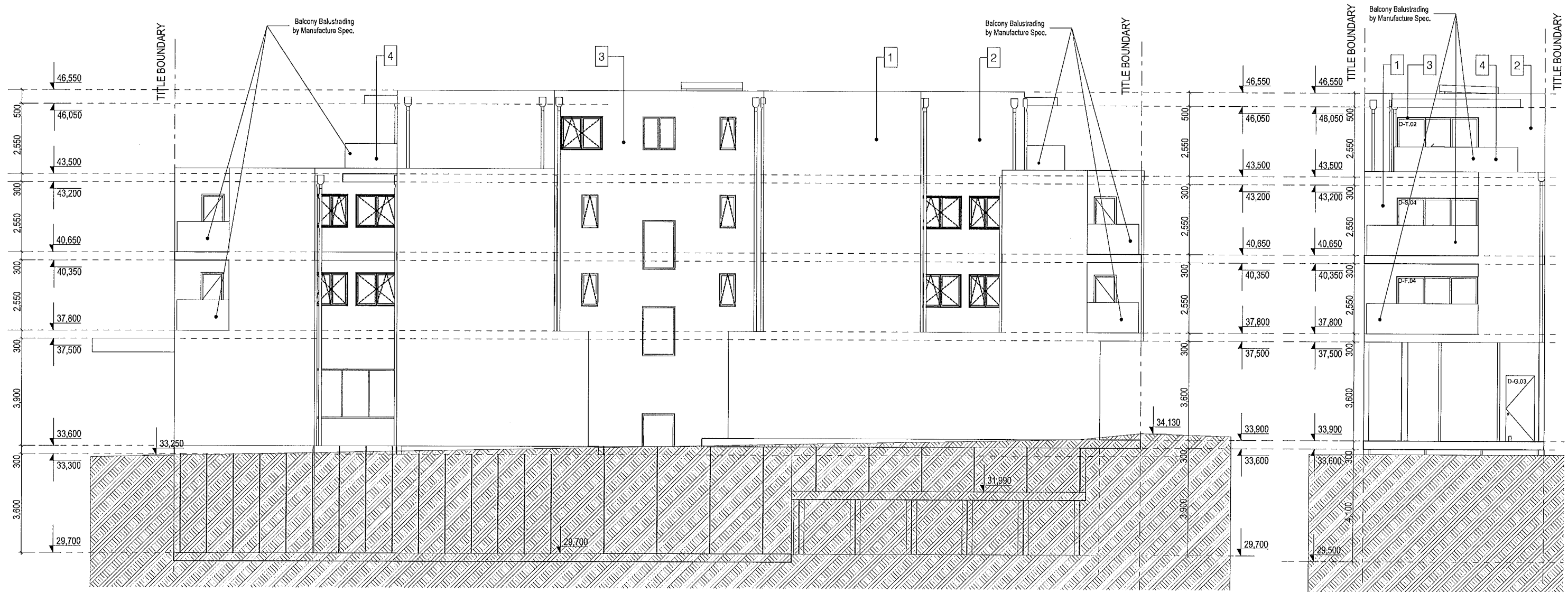
2/26 ELLEN STREET, Benlough East  
 Phone: 04 3166 4392  
 E-mail: e.svyatitskaya@gmail.com

Design: KS	Date: SEPTEMBER 2014	
Drawn: KS	Scale: 1:100	
DO NOT SCALE FROM THESE DRAWINGS. VERIFY ALL DIMENSIONS & LEVELS ON SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION & OR SHOP DRAWINGS WITH KATDESIGN/ARCHIDEA DESIGN GROUP. THIS DRAWING & OTHERS ARE COPYRIGHT PROTECTED. NO PART MAY BE REPRODUCED OR OTHERWISE DEALT WITH, WITHOUT THE WRITTEN PERMISSION OF KATDESIGN/ARCHIDEA DESIGN GROUP		
Rev	Description	Date
B	BP STAGE 2	20.05.16
A	BP STAGE 1	20.08.15

Project Name: <b>RESIDENTIAL DEVELOPMENT</b>	Drawing : <b>ELEVATIONS 1</b>
Location : <b>625 GLENHUNTLY ROAD CAULFIELD 3162</b>	Client : <b>ROUSSOV DEVELOPMENTS</b>

<b>ISSUE FOR CONSTRUCTION</b>	
North	Job No: <b>14_319</b>
	Drawing No: <b>WD12</b>
	10 of 122





EAST ELEVATION 1:100

NORTH ELEVATION 1:100

MIKE NEIGHBOUR  
CONSULTANT BUILDING SURVEYOR  
LEVEL 1, 1207 GLENHUNTLY ROAD  
GLENHUNTLY 3163



**KATDESIGN**

2/26 ELLEN STREET, Berdelgh East  
Phone: 04 3166 4392  
E-mail: o.svyvilkaya@gmail.com

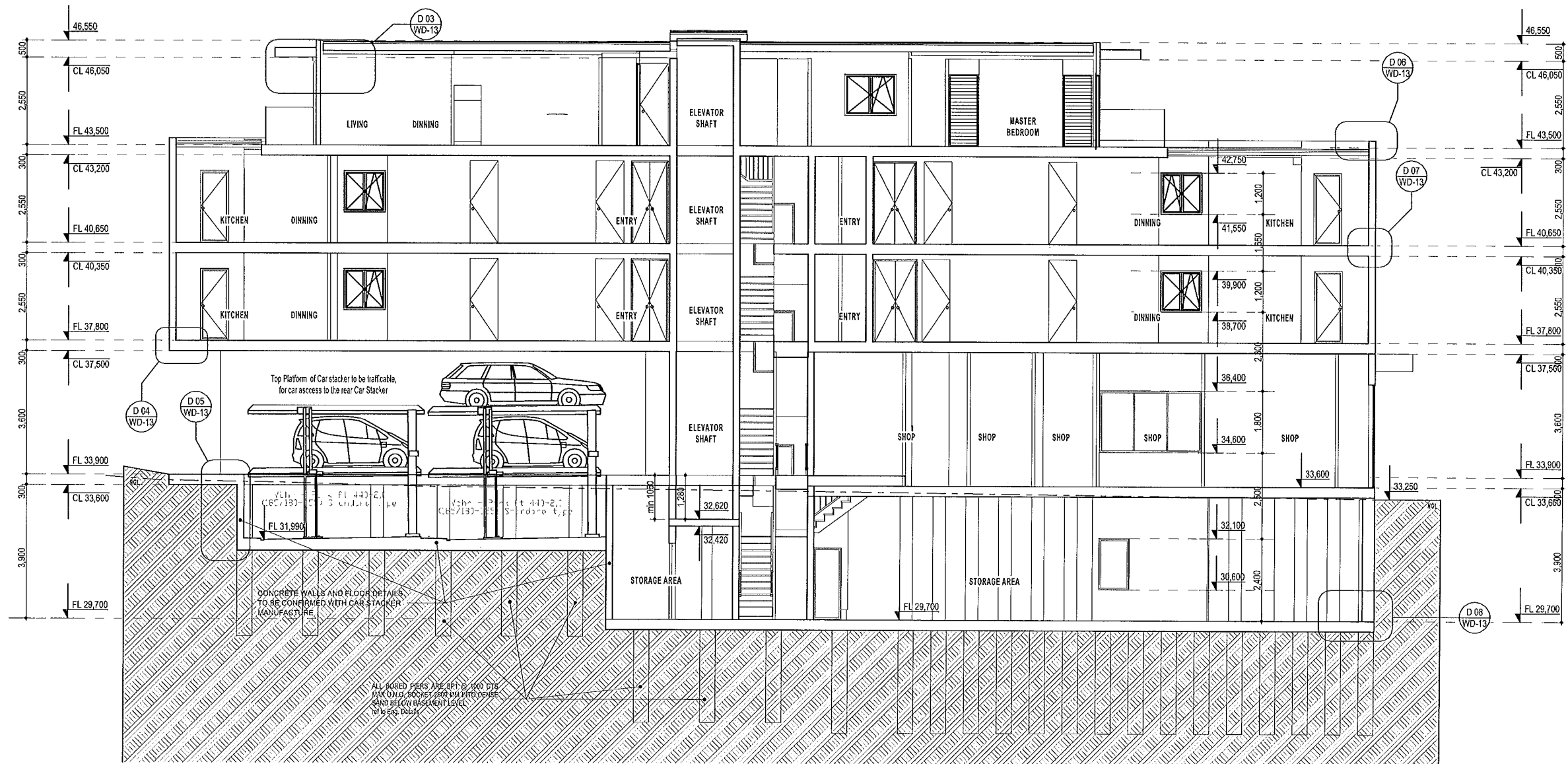
Design: KS	Date: SEPTEMBER 2014
Drawn: KS	Scale: 1:1, 1:100
DO NOT SCALE FROM THESE DRAWINGS. VERIFY ALL DIMENSIONS & LEVELS ON SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION & OR SHOP DRAWINGS WITH KATDESIGN/ARCHIDEA DESIGN GROUP. THIS DRAWING & OTHERS ARE COPYRIGHT PROTECTED. NO PART MAY BE REPRODUCED OR OTHERWISE DEALT WITH, WITHOUT THE WRITTEN PERMISSION OF KATDESIGN/ARCHIDEA DESIGN GROUP	
Rev	Description
B	BP STAGE 2
A	BP STAGE 1
	Date
	20.05.16
	20.08.15

Project Name: <b>RESIDENTIAL DEVELOPMENT</b>
Location: <b>625 GLENHUNTLY ROAD CAULFIELD 3162</b>

Drawing: <b>ELEVATIONS 2</b>
Client: <b>ROUSSOV DEVELOPMENTS</b>

ISSUE FOR CONSTRUCTION

North	Job No: <b>14_319</b>
	Drawing No: <b>WD13</b>
	11 of 122



D 04 DETAILS 1:100

MIKE NEIGHBOUR  
 CONSULTANT BUILDING SURVEYOR  
 LEVEL 1, 1207 GLENHUNTLY ROAD  
 GLENHUNTLY 3163



**KATDESIGN**

2/26 ELLEN STREET, Bentleigh East  
 Phone: 04 3166 4292  
 E-mail: e.svyatitskaya@gmail.com

Design: KS	Date: SEPTEMBER 2014
Drawn: KS	Scale: 1:100

DO NOT SCALE FROM THESE DRAWINGS. VERIFY ALL DIMENSIONS & LEVELS ON SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION & OR SHOP DRAWINGS WITH KATDESIGN/ARCHIDEA DESIGN GROUP. THIS DRAWING & OTHERS ARE COPYRIGHT PROTECTED. NO PART MAY BE REPRODUCED OR OTHERWISE DEALT WITH, WITHOUT THE WRITTEN PERMISSION OF KATDESIGN/ARCHIDEA DESIGN GROUP

Rev	Description
B	BP STAGE 2
A	BP STAGE 1

Project Name:  
**RESIDENTIAL DEVELOPMENT**

Location:  
**625 GLENHUNTLY ROAD  
 CAULFIELD  
 3162**

Drawing:  
**SECTIONS 1**

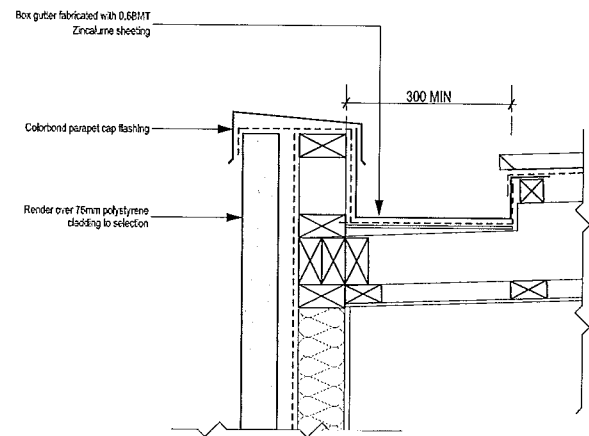
Client: **ROUSSOV DEVELOPMENTS**

ISSUE FOR CONSTRUCTION

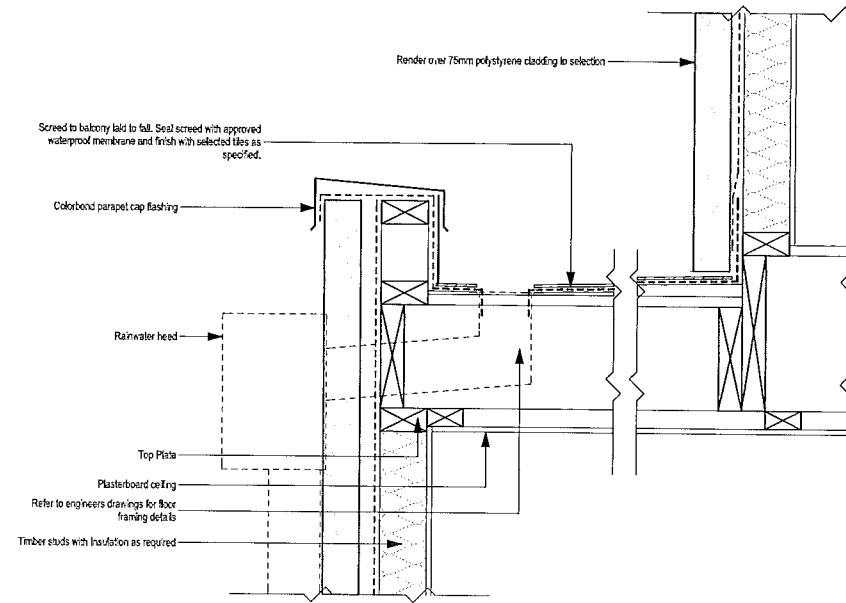
North

Job No:  
**14\_319**

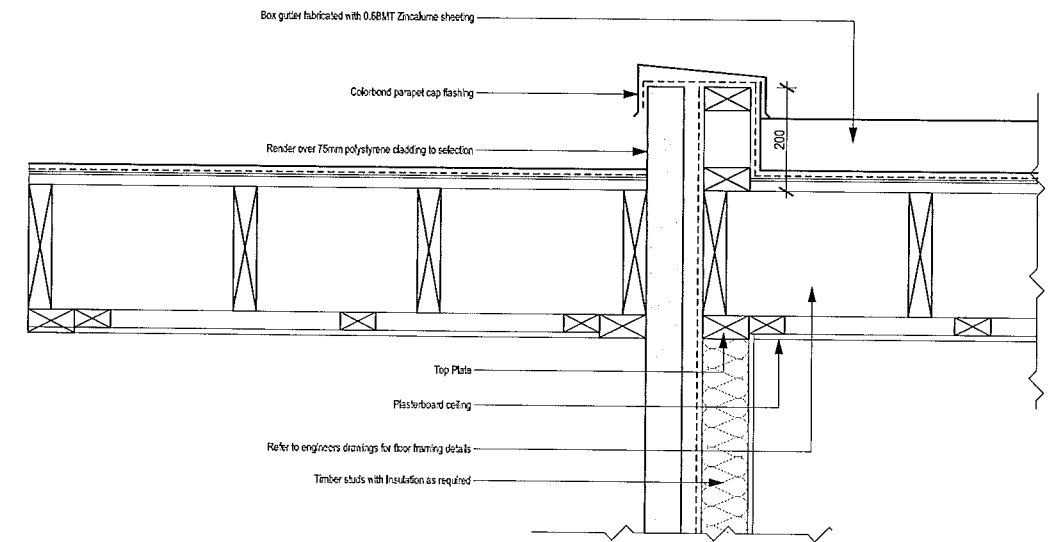
Drawing No:  
**WD14**  
 112 of 122



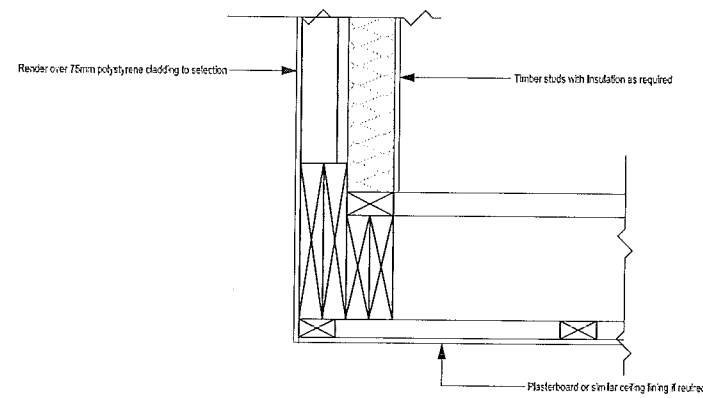
D 01 DETAILS 1:10



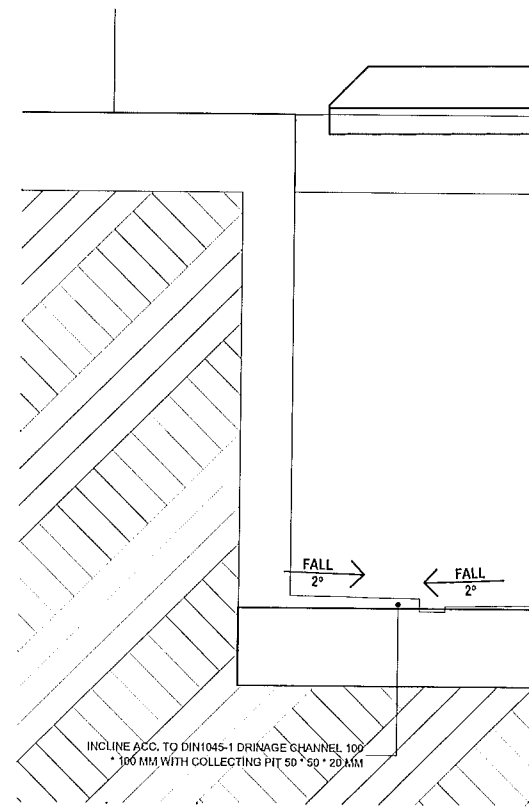
D 02 DETAILS 1:10



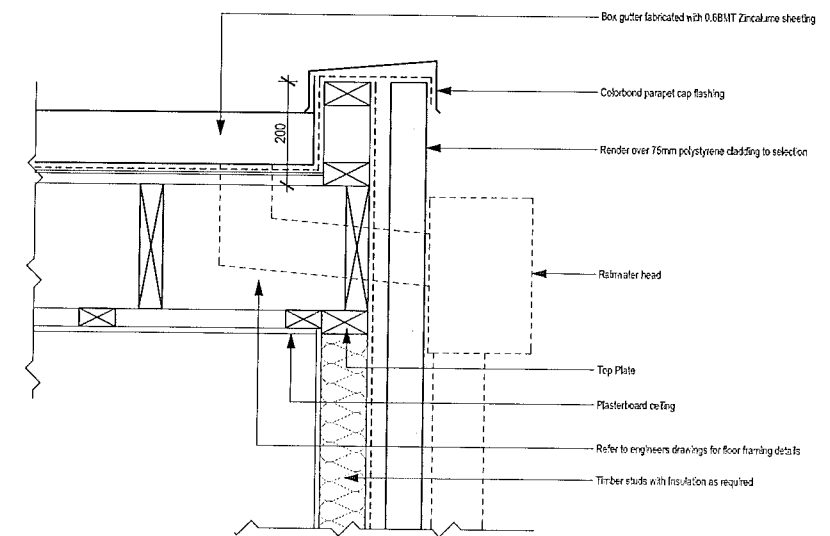
D 03 DETAILS 1:10



D 04 DETAILS 1:10



D 05 DETAILS 1:20



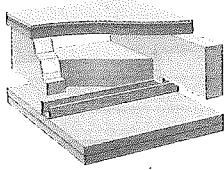
D 06 DETAILS 1:10

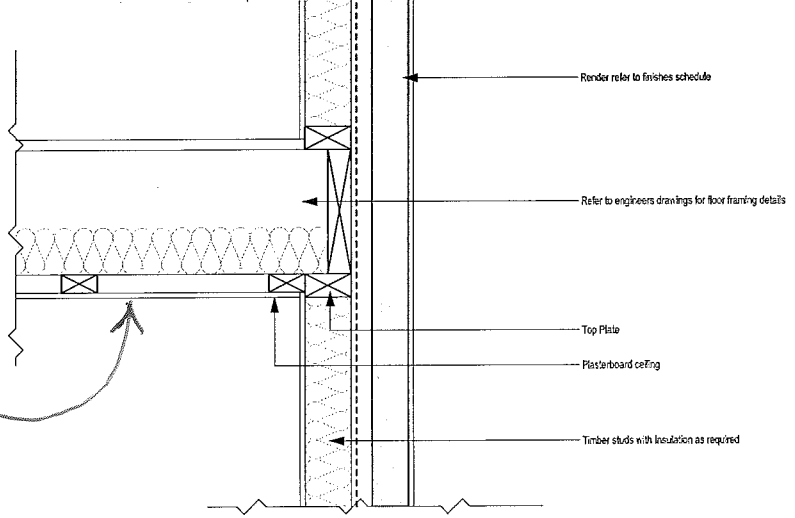
MIKE NEIGHBOUR  
CONSULTANT BUILDING SURVEYOR  
LEVEL 1, 1207 GLENHUNTLY ROAD  
GLENHUNTLY 3163



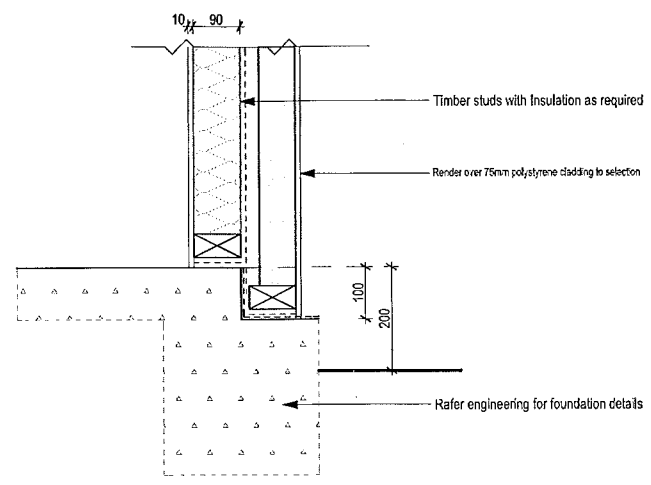
<b>KATDESIGN</b> 2/26 ELLEN STREET, Bendigo East Phone: 04 3169 4392 E-mail: e.svyaltikaya@gmail.com	Design: KS Drawn: KS	Date: SEPTEMBER 2014 Scale: 1:10, 1:20	B BP STAGE 2 A BP STAGE 1 Rev Description	Project Name: <b>RESIDENTIAL DEVELOPMENT</b>	Drawing: <b>DETAILS</b>	North 	Job No: <b>14_319</b> Drawing No: <b>WD16</b>
	DO NOT SCALE FROM THESE DRAWINGS. VERIFY ALL DIMENSIONS & LEVELS ON SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION & OR SHOP DRAWINGS WITH KATDESIGN/ARCHIDEA DESIGN GROUP. THIS DRAWING & OTHERS ARE COPYRIGHT PROTECTED. NO PART MAY BE REPRODUCED OR OTHERWISE DEALT WITH, WITHOUT THE WRITTEN PERMISSION OF KATDESIGN/ARCHIDEA DESIGN GROUP.			Location: <b>625 GLENHUNTLY ROAD CAULFIELD</b>	Client: <b>ROUSSOV DEVELOPMENTS</b>		

ISSUE FOR CONSTRUCTION

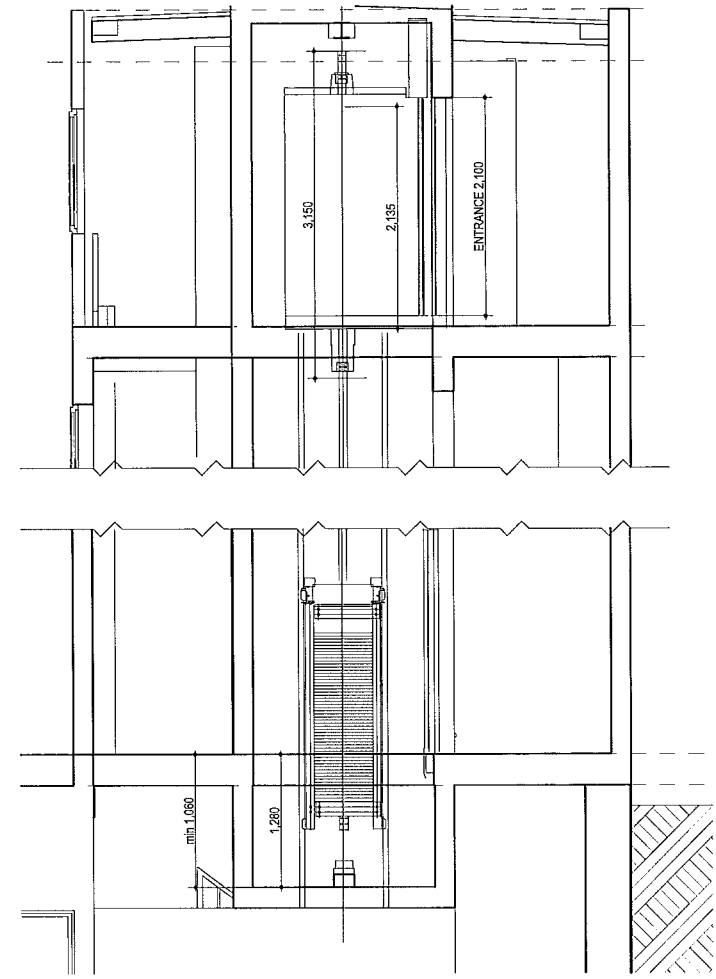
<b>60/60/60</b> +RISF 30 minutes EWFA 26162	<b>CSR 814</b> 	• 2 x 13mm GYPROCK FYRCHEK plasterboard.	(a) Nil	45/39	80 - 85	55 - 60
			(b) 90 Gold Batts™ 2.0	50/42	75 - 80	55 - 60
			(c) 75 Soundscreen™ 2.0	50/42	75 - 80	55 - 60



D 07 DETAILS 1:10

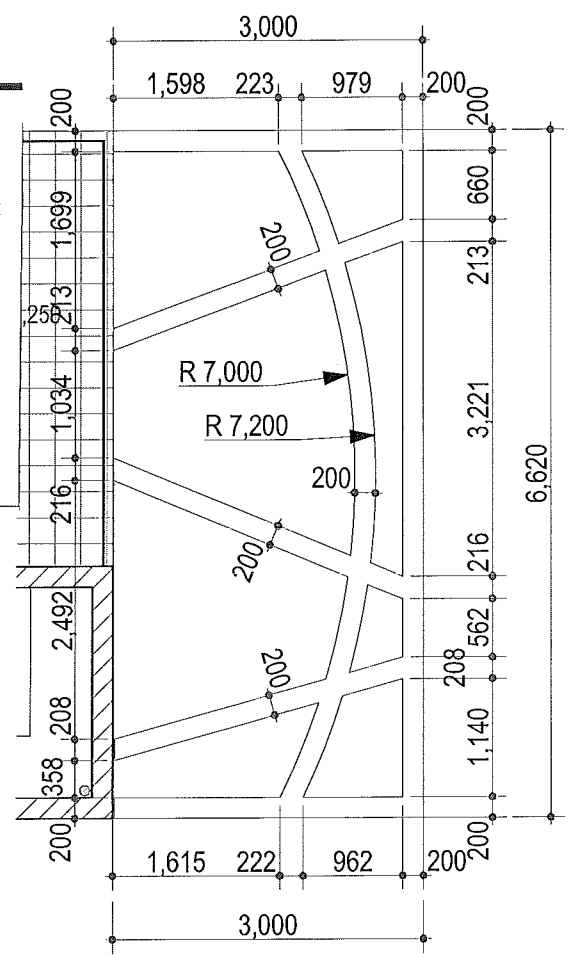


D 08 DETAILS 1:10

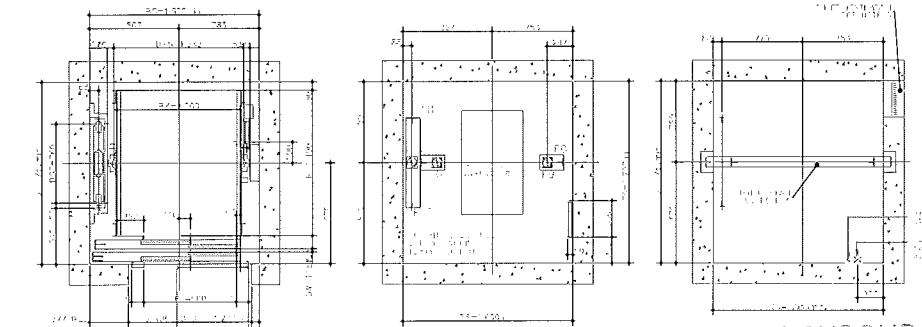


D 04 DETAILS 1:50

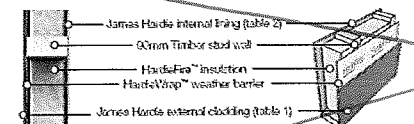
- Floor finished bare or with carpet and underlay, as per system table.
- 1 x 19mm or 22mm particleboard, or timber flooring of at least 15kg/m<sup>2</sup>.
- Timber or steel joists.
- Minimum 205mm cavity depth.
- RONDO Furring channel at 600mm max. centres except where noted in system table.
- Cavity infill as per system table.
- Ceiling lining as per system table, fixed to furring channel.



CANOPY DETAILS 1:50



MIKE NEIGHBOUR  
 CONSULTANT BUILDING SURVEYOR  
 LEVEL 1, 1207 GLENHUNTLY ROAD  
 GLENHUNTLY 3162



Designed for buildings where external walls are in close proximity to the boundary as per fire zones that require a Fire Resistance Level (FRL) of up to 1 hour. This integrated solution will not only satisfy fire requirements but will also provide you with excellent acoustic, energy efficiency and bracing performance.

Please see the design considerations section for suitable James Hardie external cladding and lining products.

FRL (minutes)	External Cladding Type (see Table 1)	Timber Stud Size (mm)		Maximum stud spacing* (mm)	Min. Wall thickness (mm)	Max. Stud height* (mm)	Acoustic performance (Rw)	Thermal Performance (R-value)	Bracing Performance (kN/m)
		Depth	Width						
60/60/60	Flat sheet	90	95	450	102	3,000	47	2.5	4.0-10.0
		90	45	600		3,500			

**HARDIESMART BOUNDARY WALL SYSTEM**

- James Hardie literature that must be used in conjunction with this document current at the time of installation:
1. HardieSmart™ Boundary and ZeroLot wall system Design Guide
  2. Villaboard® lining Installation Guide
  3. Structural Bracing Application Guide
  4. Installation guide of selected external cladding
- This document has been based on the following provided information. You must advise if any of the below is incorrect:
1. Building and system type: Double storey class 1a residential structure.
  2. Boundary wall requirements: FRL: 60/60/60 minutes from the external side on western elevation ground and top floor
  3. Penetrations: No penetrations in plan.



**KATDESIGN**

2/26 ELLEN STREET, Bendigo East  
 Phone: 04 3166 4392  
 E-mail: e.svyat@skaya@gmail.com

Design: KS	Date: SEPTEMBER 2014
Drawn: KS	Scale: 1:10, 1:50, 1:20, 1:

Rev	Description	Date
B	BP STAGE 2	20.05.16
A	BP STAGE 1	20.08.15


Project Name:  
**RESIDENTIAL DEVELOPMENT**

Location:  
**625 GLENHUNTLY ROAD  
 CAULFIELD  
 3162**

Drawing:  
**DETAILS**

Client: **ROUSSOV DEVELOPMENTS**

North



Job No:  
**14\_319**

Drawing No:  
**WD17**

114 of 122

ISSUE FOR CONSTRUCTION

WINDOW SCHEDULE GROUND FLOOR				WINDOW SCHEDULE GROUND FLOOR				WINDOW SCHEDULE FIRST FLOOR				WINDOW SCHEDULE SECOND FLOOR				WINDOW SCHEDULE PENTHOUSE			
ID	H	W	ELEVATION	ID	H	W	ELEVATION	ID	H	W	ELEVATION	ID	H	W	ELEVATION	ID	H	W	ELEVATION
W-G.01	700	3,000		W-G.01	700	3,000		W-F.01	1,200	2,400		W-S.01	1,200	2,400		W-STAIR.03	1,200	600	
W-G.01	1,800	3,000		W-G.01	1,800	3,000		W-F.02	1,200	600		W-S.02	1,200	600		W-STAIR.03	1,200	900	
W-G.2	2,700	1,560		W-G.2	2,700	1,560		W-F.03	1,200	600		W-S.03	1,200	600		W-T.01	1,200	600	
W-G.02	3,000	1,010		W-G.02	3,000	1,010		W-F.04	1,200	2,400		W-S.04	1,200	2,400		W-T.02	1,200	2,400	
				W-G.03	3,000	2,400		W-F.05	1,200	1,200		W-S.05	1,200	1,200		W-T.03	1,200	600	
				W-G.04	3,000	1,000		W-F.06	1,200	1,500		W-S.06	1,200	1,500		W-T.04	1,200	1,500	
				W-G.opening	3,000	1,000		W-F.07	1,200	900		W-S.07	1,200	900					
				W-G.opening	3,000	1,900		W-F.08	1,200	600		W-S.08	1,200	600					
				W-STAIR.01	600	1,200		W-F.09	1,200	600		W-S.09	1,200	600					
				W-STAIR.01	1,800	1,200		W-F.10	1,200	900		W-S.10	1,200	900					
								W-F.11	1,200	1,500		W-S.11	1,200	1,500					
								W-F.12	1,200	1,200		W-S.12	1,200	1,200					
												W-STAIR.02	1,200	1,200					

WINDOW SCHEDULE/BASEMENT			
ID	H	W	ELEVATION
W-B.01	1,800	750	
W-B.02	2,100	810	
W-B.03	1,500	900	

RESIDENTIAL SUITE UPVC JOINERY, JOINERY MANUFACTURER TO CONFIRM ALL JOINERY, JOINERY REBATES, COLOUR AND TRIM OPENINGS PRIOR TO FABRICATION.

ALL WINDOWS TO INCLUDE STANDARD HARDWARE, LATCHES AND CONDENSATION CHANNELS, LINERS & ARCHITRAVES DECORATED AS PER FINISHES SCHEDULE, INSTALLED TO MANUFACTURERS SPECIFICATIONS.

**ENERGY RATING REQUIREMENTS:**

The following Standards are to be incorporated into Energy Rated Dwelling to obtain 6.0 Star Energy Rating  
 All External Doors and Windows are to be Weather Sealed  
 Entry Doors to be weather stripped  
 All General Bulking gaps and cracks to be filled.  
 All Sealant to be tape sealed and tears patched.  
 Exhaust fans to be self closing damper and ducted to outside air.

**INSULATION:**

WALLS - All External Walls to have R 5.1 Insulation or higher + 1 Layer of single sided foil.

CEILINGS - Provide R 6.0 Insulation or higher + 1 Layer of single sided foil

**FLOORS -**

Provide R 6.0 Insulation to all floor areas

**WINDOWS -**

Generic 24: Timber/UPVC double-glazed: clear/12 Argon gap/low-e; U = 2.36; SHGC = 0.58

DOOR SCHEDULE			
ID	H	W	ELEVATION
D-G.02	2,700	1,050	
D-G.03	2,400	1,050	
D-F.01	2,100	3,000	
D-F.02	2,100	820	
D-F.03	2,100	820	
D-F.04	2,100	3,000	
D-S.01	2,100	3,000	
D-S.02	2,100	820	
D-S.03	2,100	820	
D-S.04	2,100	3,000	
D-T.01	2,100	3,000	
D-T.02	2,100	3,000	

MIKE NEIGHBOUR  
 CONSULTANT BUILDING SURVEYOR  
 LEVEL 1, 1207 GLENHUNTLY ROAD  
 GLENHUNTLY 3163



**KATDESIGN**  
 2/26 ELLEN STREET, Bendleigh East  
 Phone: 04 3166 4392  
 E-mail: e.svyatitskaya@gmail.com

Design: KS	Date: SEPTEMBER 2014	Project Name: RESIDENTIAL DEVELOPMENT	Drawing: DOOR & WINDOW SCHEDULE	North	Job No: 14_319
Drawn: KS	Scale: 1:10, 1:1.02, 1:1.20	Location: 625 GLENHUNTLY ROAD CAULFIELD 3162	Client: ROUSSOV DEVELOPMENTS		Drawing No: WP18
DO NOT SCALE FROM THESE DRAWINGS. VERIFY ALL DIMENSIONS & LEVELS ON SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. & OR SHOP DRAWINGS WITH KATDESIGN/ARCHIDEA DESIGN GROUP. THIS DRAWING & OTHERS ARE COPYRIGHT PROTECTED. NO PART MAY BE REPRODUCED OR OTHERWISE DEALT WITH, WITHOUT THE WRITTEN PERMISSION OF KATDESIGN/ARCHIDEA DESIGN GROUP		B BP STAGE 2	20.05.16		115 of 122
		A BP STAGE 1	20.08.15		
Rev	Description	Date			

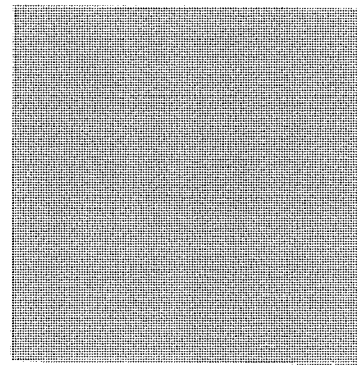
ISSUE FOR CONSTRUCTION

**Project:**  
**625 GLENHUNTLY ROAD , CAULFIELD**  
**Schedule of External Materials, Colors and Finishes**

1

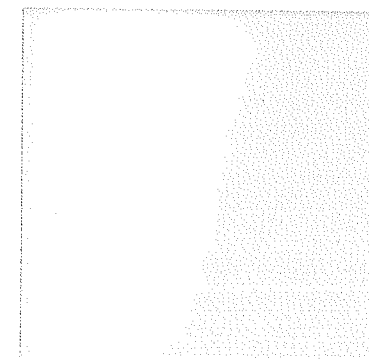
EXTERNAL WALL:  
 RENDER FINISH IN  
 DULUX - SANDY DAY  
 HALF COLOR OR SIMILAR

2



EXTERNAL WALL:  
 RENDER FINISH IN  
 DULUX - TOFFEE  
 FINGERS OR SIMILAR

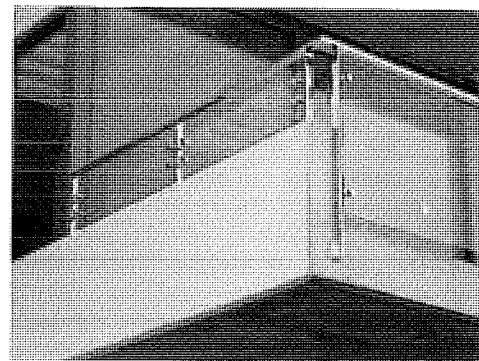
3



NATURAL ANNODISED  
 ALUMINIUM WINDOW  
 FRAMES AND BALUSTRADE -  
 OR SIMILAR SELECTED

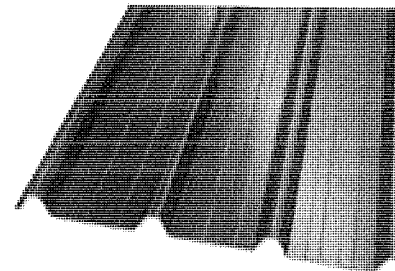
MIKE NEIGHBOUR  
 CONSULTANT BUILDING SURVEYOR  
 LEVEL 1, 1207 GLENHUNTLY ROAD  
 GLENHUNTLY 3163

4



GLASS BALUSTRADE FOR  
 BALCONY- 1.1M HIGH MIN  
 BY MANUFACTURE SPEC.

5



KLIP LOK ROOFING -  
 BLUESCOPE STEEL NATURAL  
 ZINCALUME IN COLOR



<b>KATDESIGN</b> 2/26 ELLEN STREET, Bertrig East Phone: 04 3196 4392 E-mail: e.syaaliskaya@gmail.com	Design: KS	Date: SEPTEMBER 2014		Project Name: <b>RESIDENTIAL DEVELOPMENT</b>	Drawing: <b>FINISHES SCHEDULE</b>	North 	Job No: <b>14_319</b>
	Drawn: KS	Scale: 1:100					
DO NOT SCALE FROM THESE DRAWINGS. VERIFY ALL DIMENSIONS & LEVELS ON SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION & OR SHOP DRAWINGS WITH KATDESIGN/ARCHIDEA DESIGN GROUP. THIS DRAWING & OTHERS ARE COPYRIGHT PROTECTED. NO PART MAY BE REPRODUCED OR OTHERWISE DEALT WITH, WITHOUT THE WRITTEN PERMISSION OF KATDESIGN/ARCHIDEA DESIGN GROUP.				Rev	Description	Date	
				B	BP STAGE 2	.05.16	
				A	BP STAGE 1	.08.15	
						3162	

ISSUE FOR CONSTRUCTION

## Terms and Conditions

---

The following information is very important and forms an integral part of this report.

### 1. This is a Visual Inspection only and in Accordance with AS4349.

This visual inspection is limited to those areas and sections of the property fully accessible and visible to the Inspector at the time and on the date of Inspection. Unless expressly stated in any section of this report as applicable, the inspection DID NOT include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/sarking membrane, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The Inspector CANNOT see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, or other areas that are concealed or obstructed. Unless expressly stated in any section of this report as applicable, the inspector DID NOT dig, gouge, force or perform any invasive procedures. In an occupied property it must be understood that furnishings or household items may conceal defects which may only be revealed when the items are removed.

### 2. Scope of Report

The Report is not intended as a certificate of compliance of the property within the requirements of any Act, regulation, ordinance or by-law, or, as a warranty or an insurance policy against problems developing with the building in the future.

### 3. Limitations

Nothing contained in the Report implies that any inaccessible or partly inaccessible area(s) or section(s) of the property being inspected by the Inspector on the date of the inspection were free from defects latent or otherwise.

No responsibility can be accepted for defects which are latent or otherwise not reasonably detected on a visual inspection without interference with or removal of any of the structure including fixtures or fittings within the building.

The Report does not contain any assessment or opinion in relation to any item, which is the subject of a Special Purpose Property Report (as defined in AS4349.1), or any matter where the inspection or assessment of which is solely regulated by Statute. Special Purpose Property Reports include comment on the following: Common property areas, environmental concerns such as sunlight, privacy, streetscape and views. Proximity of property to flight paths, railways and busy traffic or other neighbourhood issues. Noise levels, health and safety issues including the presence of asbestos or lead. Heritage concerns. Security or fire protection. Analysis of site drainage apart from surface water drainage. Swimming pools and spas. Detection and identification of illegal and unauthorised building and plumbing work. Durability of exposed finishes.

### 4. Important Information

Any person who relies upon the contents of this Report does so acknowledging that the above clauses, definitions and disclaimers that follow define the Scope and Limitations of the inspection and form an integral part of the report.

### 5. Disclaimer of Liability

No liability shall be accepted on account of failure of the Report to notify any problems in any area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for Inspection is denied by or to the Inspector (including but not limited to any area(s) or section(s) so specified by the Report.

## 6. Disclaimer of Liability to Third Parties

This report is made solely for the use and benefit of the Client named on the front of this report. No liability or responsibility whatsoever, in contract or tort, is accepted to any third party who may rely on the Report wholly or in part. Any third party acting or relying on this Report, in whole or in part does so at their own risk.

## 7. Contractual Limitation of Liability

- We will use reasonable endeavours to maintain professional indemnity insurance for an amount not less than A\$5 million while providing the services and for three (3) years after completion of the services ("Period of Liability").
- To the extent permitted by law, our liability to you in any way in connection with this matter (whether in negligence or otherwise) is limited to \$5 million. To the extent permitted by law, if a court holds that we are liable to pay damages to you and if you or any other person have contributed to the loss you suffered, the damages payable by us will be reduced to the amount which would ultimately be payable by us if: (a) the legislation providing for a defence of contributory negligence applied to a claim based on breach of contract; (b) you had not agreed to exempt or limit the liability of any entity or person; and (c) you joined every entity or person who was liable to pay damages in respect of your loss and we obtained an order for contribution against each of them and they paid you the full amount of their contribution.
- Subject to a maximum aggregate liability for all claims in connection with the services being provided the consultant will pay the lesser of A\$5 million or five (5) times our total Fees charged to you (excluding GST).
- Our liability is limited to liability for direct loss or damage suffered by the Client. The Consultant shall not be liable for indirect, consequential or special loss, or for loss of profits or business opportunity, or liquidated damages.
- To the maximum extent permitted by law, the Consultant shall be deemed to have been discharged from all liability in respect of the Services whether under contract, in tort, in equity, under statute or otherwise, on the expiry of the 'Period of Liability'.
- If and to the extent that any part of clause 8 is void as a result of any section of the Competition and Consumer Act 2010 (Cth) or any other Act, then the Consultant's liability for a breach of its obligations under this Agreement is limited to supplying the relevant Services again or paying the reasonable costs of having a third party supply the same Services again.
- We accept no responsibility for any loss suffered as a result of any reliance upon such assessment or report other than as being accurate at the date the property was inspected for the purpose of the assessment or report.
- Our findings are valid for 90 days from the date of issue of our assessment or report.
- Any revaluation or update to this report with new findings cannot be produced without undertaking a further site investigation or additional assessment.

## 8. Lighting Installations

Unless expressly stated in any section of this report as applicable, it should be noted that this inspection was done during daylight hours and therefore the adequacy of lighting in darkness could not be directly assessed.

## 9. Electrical Installations

Unless expressly stated in any section of this report as applicable, we have carried out a thorough visual inspection of the common property and assets visible from the common property areas or private lots. If there were any visible electrical installation issues they have been included in the relevant sections of this report. We have not carried out a thorough inspection of electrical installation and the main switchboard, as we are not qualified to do so, please ensure that a suitably qualified electrical contractor carries out a thorough visual inspection at least every 2 years, this inspection can be incorporated with the testing of the Residual Current Device if Community Circuits are present.



## 10. Plumbing, Gutters & Downpipes and Roofs

Unless expressly stated in any section of this report as applicable, we have carried out a thorough visual inspection of the common property and assets visible from the common property areas or private lots. If there were any visible plumbing, gutters, downpipe or roof issues they have been included in the relevant sections of this report. We have not carried out a thorough inspection of the plumbing, gutters and downpipes and roof, nor have we performed any static pressure testing or hydraulic calculations, as we are not qualified to do so, please ensure that a suitably qualified plumbing contractor (who is qualified to undertake roof inspections) carries out a thorough regular inspection.

## 11. Lifts

Please ensure that if lifts are in the building(s) that regular maintenance programs are in place. This report does not cover lifts.

## 12. Air Conditioning

Only a general external inspection of air conditioning units is carried out where installed, therefore please ensure that if the Owners Corporation has air conditioner(s) in the building(s) they have regular maintenance programs in place. This report does not cover air conditioning units and air condition cooling towers.

## 13. Plant and Equipment

Please ensure that if the Owners Corporation has plant and equipment in the building(s) that regular maintenance programs are in place for each piece of plant and equipment. This report does not cover plant and equipment unless specifically stated.

## 14. Balcony Balustrades

Wherever balcony balustrades are installed, please be advised that a comprehensive inspection of balcony railings was not carried out as part of this report. Also this report is only a visual inspection of areas accessible from the common property or private lots; therefore all balcony balustrades are not viewed unless specifically stated in any section of this report. If there are any visible signs of corrosion on the balustrade including fixings and/or if the balustrades are over 10 years old a detailed inspection and testing of balustrades should be undertaken.

## 15. Pest Reports

If there are any visible signs of termite damage it is included in this report. We have not carried out a pest inspection of the site; as we are not qualified to do so, please ensure that a suitably qualified pest inspection contractor carries out thorough regular inspections.

## 16. Fire Fighting Equipment and Statutory Requirements

It has been assumed that any building needing fire fighting equipment to meet legislative requirements such as the National Construction Code formally known as the Building Code of Australia, did meet those requirements at the time of construction. Unless expressly stated in any section of this report as applicable, we have not examined the fire safety requirements for the building and make no comment as to the adequacy of the measures found in the complex. If the Bodies Corporate wishes to ascertain its position with respect to fire safety compliance it may carry out its own assessment. These guidelines should be placed on the Owners Corporation notice board. We have visually inspected the firefighting equipment but have not carried out any testing and therefore cannot determine if the equipment has been tampered with or will be effective in case of fire.

**Rooms below ground level:** If there are any rooms under the house or below ground level (whether they be habitable or non-habitable rooms), these may be subject to dampness and water penetration. Drains are not always installed correctly or could be blocked. It is common to have damp problems and water entry into these types of rooms, especially during periods of heavy rainfall and this may not be evident upon initial inspection. These rooms may not have council approval. The purchaser should make their own enquiries with the Council to ascertain if approval was given. Where the property is covered by an Owners Corporation (Strata Title), we strongly recommend that an Owners Corporation search be conducted to ascertain the financial position, the level of maintenance and any other relevant information available through the conduct of such an inspection.

## 17. Safe and Reasonable Access

The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of inspection. The inspector shall also determine whether sufficient space is available to allow safe access to specific areas of the property.

The inspection shall include only accessible areas and areas that are within the inspector's line of sight and close enough to enable reasonable appraisal. Reasonable access shall be determined in accordance with the following. An access hole shall be a minimum of 400 x 500 mm to provide safe and reasonable access. A crawl space shall be a minimum of 600 x 600 mm to provide safe and reasonable access.

The inspector shall inspect an elevated area only when; it is at a height at which safe reasonable access is available or an unobstructed line of sight is present from safe use of a 3.6 meter ladder and the building elements present are close enough to allow appraisal.

## 18. Cost Estimates

The Client acknowledges that any cost estimates provided as part of the Services are not a statement of absolute cost, and rather will have an accuracy range commensurate with, amongst other things, all relevant information provided by the Client, the certainty of data and the level of detail available at the time of preparation. When cost estimates are to be used in critical financial planning decisions or are of material commercial significance, the Client should consider a third-party peer review to confirm the accuracy of the estimates prepared by the Consultant.

All construction costs estimates referred to in this report can only be an indication as at the date of the report, therefore the estimate costings we provide are indicative and hypothetical only, despite us using our construction industry experience and best up to date construction cost guides available.

Construction costs can only be accurately determined by a fixed price contract from a registered Builder or a qualified contractor in an arm's length transaction between two independent parties in which both parties are acting in their own self-interest.

Other factors that may influence construction costs at any given time are, but not limited to the following:

- a. Changes in - interest rates, zoning and planning, government policies and legislation, the general state of the economy, local market fluctuations, amenities in the area, changes to the property itself and neighboring properties, supply & demand for building work at the time.
- b. The number of builders who are asked to tender and market exposure of the tender may also influence the final costs of the works.
- c. The terms and conditions offered in any tender.

It is therefore important to note that our cost estimates are general in nature and should not be relied upon if a financial objective is to be achieved.

## 19. Equipment Utilized

A visual inspection of the property has been aided by the use of the following technical pieces of equipment where appropriate.

**FLIR E6-3900** – A FLIR E6-3900 thermal imaging camera has been utilized in appropriate locations to detect thermal anomalies across the surface of different areas of the inspected property. It is especially useful in the identification of water ingress as water is usually cooler than the surrounding building elements and aided the inspector in tracking and identified water ingress that is not easily identifiable.

**Protometer Mini 2000** – A Protometer Mini 2000 moisture meter has been used to identify high moisture content in various materials affected by moisture ingress. The meter has been calibrated to detect moisture anomalies in a wide range of building materials including timber, plaster, masonry and concrete.

**RIDGID micro CA-300** – A RIDGID micro CA-300 inspection camera is utilized to provide imagery of hard to reach or concealed spaces, when required. It aids the user in inspecting ceiling/wall cavities, or any other hard to access area, to provide as much detail as possible in the identification and location of problem areas.

**Merlin lazer glass analysis tools** – The Merlin lazer glass analysis suite provides an array of instruments for the exact inspection and identification of all glazed elements within a building. Any deviation from the Construction Issue building drawings can easily be identified as the glazing installed throughout a building can be precisely compared to what has been specified in these documents.

## 20. Our Accounts and Payment of our Costs

We may request a deposit before we commence any works on your behalf of which will be utilised in reduction of the IQS we may also send you a bill from time to time for services already rendered or for services to be rendered which may be at the end of each month or at suitable breaks in the matter and at the end of this matter. We may also ask you to pay an amount in advance to cover past or future disbursements. Our bill is payable when you receive it. Our payment terms are 14 days from date of our invoice. If you do not pay our bill, we may stop working on your matter until our account is up to date. Forensic Building Defects and VCAT Expert Witness reports or any other report which our fee for the said report exceeds \$5,000 the client undertakes to make our payment on presentation of our Tax Invoice before the report is released by us to you.

## 21. Copyright

### © Copyright - All Rights Reserved.

*Trademarks, service marks and trade names listed within this report remain at all times the 'Marks' of Roscon Property Services Pty Ltd or related companies and are protected by Australian Trademark Laws. This report was produced for the person/s or company denoted on page 2 'Instructed By'. The contents of the report may be used by our 'Instructing Party' only to distribute to Owners Corporation Committee members and or building owners to disclosure its contents to their preferred building insurer. This report is not to be distributed copied or electronically transmitted to any third party without the written consent from Roscon Property Services Pty. Ltd.*

Service | Quality | Value

This document has been prepared by the Law Institute of Victoria for use by solicitors only and is not designed for sale to the public. It may require to be added to or amended to ensure its suitability for a particular transaction. For that reason this document should only be used by a solicitor.



# Lease of Real Estate

## with Guarantee & Indemnity (Commercial Property)

**625 Glen Huntly Road, Caulfield**

### Important Notices To The Person Preparing This Lease

This lease is in a standard form. You may need to make changes to record the agreement of the landlord, tenant, and any guarantor. You should carefully check the whole document and make appropriate deletions, alterations, and/or additions so it agrees with the instructions you have received. You should note the warranty in clause 22 and record any alterations to the lease conditions in schedule item 22 and **not** in the lease conditions. If the lease is one to which the *Retail Leases Act 2003* (Vic) applies, the parties should refer to that Act for important rights and obligations that are not set out in this lease.

JUSTITIA

LIBERTAS

ET

[Ref: ]

© Copyright August 2014

# Contents

<b>1. DEFINITIONS AND INTERPRETATION</b>	<b>4</b>	7.4	Essential terms	12	
<b>2. TENANT'S PAYMENT, USE AND INSURANCE OBLIGATIONS</b>	<b>6</b>	7.5	Notice before termination for repudiation or event to which section 146 does not apply	12	
2.1	Payment and use obligations	6	7.6	Effect of non-enforcement	12
2.2	Negative use obligations	7	<b>8. DESTRUCTION OR DAMAGE</b>	<b>12</b>	
2.3	Tenant's insurance	7	8.1	Abatement in case of damage	12
<b>3. REPAIRS, MAINTENANCE, FIRE PREVENTION AND REQUIREMENTS OF AUTHORITIES</b>	<b>8</b>	8.2	Reinstatement where premises not substantially destroyed	12	
3.1	Tenant's general repair obligations	8	8.3	Substantial destruction	12
3.2	Tenant's specific repair obligations	8	8.4	Insurance cover denied due to tenant act or omission	12
3.3	Exceptions to tenant's obligations	9	8.5	Resolution of disputes	12
<b>4. LEASE TRANSFER AND SUBLETTING</b>	<b>9</b>	<b>9. CONSENTS AND WARRANTIES</b>	<b>12</b>		
4.1	No transfer or subletting	9	9.1	Consents and approvals	12
4.2	Landlord's consent	9	9.2	Whole agreement	12
4.3	Request for consent	9	<b>10. OVERHOLDING AND ABANDONMENT OF THE PREMISES</b>	<b>12</b>	
4.4	Deemed consent	9	10.1	Holding over	12
4.5	Execution of document	9	10.2	Certain conduct not waiver	13
4.6	Payment of landlord's expenses	9	<b>11. RENT REVIEWS TO MARKET</b>	<b>13</b>	
4.7	No licence or sharing arrangements	9	11.1	Market review procedure	13
4.8	Obligations of transferor after transfer	10	11.2	Determination binding	14
<b>5. GENERAL AGREEMENTS BETWEEN LANDLORD AND TENANT</b>	<b>10</b>	11.3	Valuer's fee	14	
5.1	Yield up at end of term	10	11.4	Rent pending determination	14
5.2	Indemnity by tenant	10	11.5	Delay in market review	14
5.3	Release by tenant	10	<b>12. FURTHER TERM(S)</b>	<b>14</b>	
5.4	Building outgoing	10	12.1	Exercise of option to renew	14
5.5	Transfer of premises by landlord	10	12.2	Terms of renewed lease	14
5.6	Payment of cheque	11	12.3	Director's guarantees	14
<b>6. LANDLORD'S OBLIGATIONS</b>	<b>11</b>	<b>13. SECURITY DEPOSIT</b>	<b>14</b>		
6.1	Quiet possession	11	13.1	Payment of security deposit	14
6.2	Landlord's insurance	11	13.2	Interest on security deposit	14
6.3	Mortgagee's consent	11	13.3	Use of security deposit	14
6.4	Landlord's repair obligations	11	13.4	Refund of unused security deposit	14
<b>7. EVENTS OF DEFAULT AND LANDLORD'S RIGHTS</b>	<b>11</b>	13.5	Bank guarantee as security deposit	14	
7.1	Termination by landlord for default	11	13.6	Replacement guarantee on change of landlord	14
7.2	Damages	11			
7.3	Section 146 <i>Property Law Act</i> 1958	12			

## Copyright

The document is copyright. The document may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited (ABN 32 075 475 731) for each specific transaction that is authorised. Any person who has purchased a physical copy of this precedent document may only copy it for the purpose of providing legal services for the specific transaction or documenting the specific transaction. "Specific transaction" means common parties entering into a legal relationship for the sale and purchase of the same subject matter.

# Contents

<b>14. NOTICES</b>	<b>14</b>	<b>18. CONSUMER PRICE INDEX</b>	<b>16</b>
14.1 Service of notices	14	18.1 CPI formula	16
14.2 Time notices served	15	18.2 Delay in publications of index	17
14.3 Notices by email	15	18.3 Change in CPI basis	17
<b>15. OBLIGATIONS OF GUARANTOR(S) UNDER GUARANTEE AND INDEMNITY</b>	<b>15</b>	18.4 CPI discontinued	17
15.1 Guarantee and indemnity	15	18.5 No decrease unless Act applies	17
15.2 Guarantee and indemnity not affected by certain events	15	<b>19. IF PREMISES ONLY PART OF THE LETTABLE AREA OF THE BUILDING</b>	<b>17</b>
15.3 Insolvency of tenant	15	19.1 Application of clause	17
15.4 Unenforceability of tenant's obligations	15	19.2 Naming rights and logos	17
15.5 Multiple guarantors	15	19.3 External surfaces and outside areas	17
15.6 Deemed breaches of lease	15	19.4 Landlord reserves certain rights	17
<b>16. DISPUTE RESOLUTION</b>	<b>15</b>	19.5 No obstruction of common areas	17
16.1 Provision for mediation	15	19.6 Building rules	17
16.2 Mediation procedure	16	<b>20. PERSONAL PROPERTY SECURITIES ACT</b>	<b>17</b>
16.3 Mediator's fees	16	20.1 Interpretation	17
16.4 Terms of settlement	16	20.2 Landlord may register financing statement	17
16.5 Mediation confidential	16	20.3 When lease ends	17
16.6 Release of mediator	16	20.4 Tenant to co-operate	18
16.7 Mediator not bound by natural justice	16	20.5 Tenant not to register	18
16.8 VCAT proceedings	16	20.6 Tenant to pay landlord's expenses	18
<b>17. GST</b>	<b>16</b>	20.7 Confidentiality	18
17.1 Terms used	16	20.8 Service of PPSA notices	18
17.2 Amounts GST exclusive	16	<b>21. ADDITIONAL PROVISIONS</b>	<b>18</b>
17.3 Recipient of supply to pay amount for GST	16	<b>22. LANDLORD WARRANTY</b>	<b>18</b>
17.4 Reimbursements	16		
17.5 Tax Invoice	16		

The **landlord** leases the **premises** to the **tenant** for the **term** and at the **rent** and on the conditions set out in this lease together with all necessary access over any **common areas**.

The **guarantor**, if any, agrees to be bound by the **guarantor's** obligations set out in this lease.

# Lease Conditions

## 1. DEFINITIONS AND INTERPRETATION

1.1 The listed expressions in **bold** print have the meaning set out opposite them -

EXPRESSION	MEANING
<b>accounting period</b>	the period of 12 months ending 30 June or other period of 12 months adopted by the <b>landlord</b> in respect of this lease for recovery of <b>building outgoings</b> and includes any broken periods at the start and end of the <b>term</b>
<b>Act</b>	the <i>Retail Leases Act 2003</i> (Vic)
<b>Building</b>	any building in which the <b>premises</b> are located, including the <b>landlord's installations</b>
<b>Building outgoings</b>	any of the following expenses (excluding capital expenses and expenses whose recovery from the <b>tenant</b> would be contrary to applicable legislation) incurred in respect of the <b>land</b> , the <b>building</b> , the <b>premises</b> or any premises in the <b>building</b> which include the <b>premises</b> - <ul style="list-style-type: none"> <li>(a) rates, levies and assessments imposed by any relevant authorities;</li> <li>(b) taxes including land tax (unless the <b>Act</b> applies), calculated on the basis that the <b>land</b> is the only land of the <b>landlord</b> liable to tax and is not subject to a trust but excluding income tax and capital gains tax;</li> <li>(c) the costs of maintaining and repairing the <b>building</b> and the <b>landlord's installations</b> and carrying out works as required by relevant authorities (but excluding any amount recovered in respect of maintenance or repair by the <b>landlord</b> from its insurer);</li> <li>(d) premiums and charges for the following insurance policies taken out by the <b>landlord</b> - <ul style="list-style-type: none"> <li>(i) damage to and destruction of the <b>premises</b> for their replacement value for the risks listed in <b>item 11</b>,</li> <li>(ii) removal of debris,</li> <li>(iii) breakdown of <b>landlord's installations</b>,</li> <li>(iv) breakage of glass,</li> <li>(v) public risk for any single event for the amount stated in <b>item 12</b> (if none is stated, \$10 million) or other amount reasonably specified from time to time by the <b>landlord</b>, and</li> <li>(vi) loss of rent and outgoings for the period stated in <b>item 13</b> or, if none is stated, 12 months,</li> </ul> and excesses paid or payable on claims, </li> </ul> and, if the <b>premises</b> occupy only a part of the <b>lettable area</b> of the <b>building</b> , the following further items - <ul style="list-style-type: none"> <li>(e) costs incurred in providing services to the <b>building</b> and the <b>land</b> including - <ul style="list-style-type: none"> <li>(i) heating,</li> <li>(ii) cooling,</li> <li>(iii) air-conditioning,</li> <li>(iv) cleaning,</li> <li>(v) pest control,</li> <li>(vi) waste collection,</li> <li>(vii) lighting,</li> <li>(viii) landscaping and garden maintenance,</li> <li>(ix) security, and</li> <li>(x) fire safety prevention, detection and control;</li> </ul> </li> <li>(f) accountancy and audit fees; and</li> <li>(g) costs of whatever description, reasonably incurred by the <b>landlord</b> in the administration, management or operation of the <b>building</b> and the <b>land</b>,</li> </ul> whether incurred by the <b>landlord</b> directly or as owners corporation levies, at cost to the <b>landlord</b> on the basis that an expense is deemed to have been paid at the time it fell due for payment



<b>building rules</b>	any rules adopted from time to time for the <b>building</b> , including the rules of any owners corporation affecting the <b>premises</b>
<b>common areas</b>	areas in the <b>building</b> or on the <b>land</b> that are under the control of the <b>landlord</b> and are used or intended for use - (a) by the public; or (b) in common by tenants of premises in the <b>building</b> in relation to the carrying on of businesses on those premises, other than areas which are let or licensed, or intended to be let or licensed, other than on a casual basis
<b>Consumer Price Index</b>	the consumer price index published by the Australian Government Statistician under the heading All Groups, Melbourne
<b>CPI review date</b>	a date specified in <b>item 16(b)</b>
<b>fixed review date</b>	a date specified in <b>item 16(c)</b>
<b>GST</b>	GST within the meaning of the <b>GST Act</b>
<b>GST Act</b>	<i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i>
<b>guarantor</b>	the person named in <b>item 3</b>
<b>item</b>	an item in the schedule to this lease
<b>land</b>	the parcel of land on which the <b>building</b> is erected and which is described in <b>item 4(b)</b>
<b>landlord</b>	the person named in <b>item 1</b> , or any other person who will be entitled to possession of the <b>premises</b> when this lease ends
<b>landlord's installations</b>	any property of the <b>landlord</b> , other than land or fixtures, from time to time in the <b>premises</b> or on the <b>land</b> and includes the property listed in <b>item 5</b>
<b>lettable area</b>	unless the <b>Act</b> applies and requires otherwise - (a) in relation to the <b>premises</b> , the area let; and (b) in relation to the <b>building</b> , the total area of the <b>building</b> that is let or licensed or intended to be let or licensed, other than on a casual basis.  When it is necessary to measure the <b>lettable area</b> of the <b>building</b> or any part of the <b>building</b> , the measurement is to be carried out using the most recent revision of the relevant Property Council of Australia method of measurement
<b>market review date</b>	a date specified in <b>item 16(a)</b>
<b>permitted use</b>	the use specified in <b>item 15</b>
<b>PPSA</b>	the <i>Personal Property Securities Act 2009 (Cth)</i>
<b>premises</b>	the premises described in <b>item 4(a)</b> and fixed improvements and the <b>landlord's installations</b> within the <b>premises</b>
<b>rent</b>	the amount in <b>item 6</b> , as varied in accordance with this lease
<b>review date</b>	a date specified in <b>item 16</b>
<b>start of the lease</b>	the first day of the <b>term</b> but, if this lease is a renewal under an option in an earlier lease (whether or not this lease is on terms that are materially different to those contemplated by the earlier lease), the starting date of the first lease to contain an option for renewal.
<b>tenant</b>	the person named in <b>item 2</b> , or any person to whom the lease has been transferred
<b>tenant's agents</b>	the <b>tenant's</b> employees, agents, contractors, customers and visitors to the <b>premises</b>
<b>tenant's installations</b>	the items of equipment and fittings listed in <b>item 7</b> and those introduced by the <b>tenant</b> after the lease starts
<b>term</b>	the period stated in <b>item 8</b>
<b>valuer</b>	a person holding the qualifications or experience specified under section 13DA(2) of the <i>Valuation of Land Act 1960 (Vic)</i> and, if the <b>Act</b> applies, a specialist retail valuer.

- 1.2 References to laws include statutes, regulations, instruments and by-laws and all other subordinate legislation or orders made by any authority with jurisdiction over the **premises**. Illegal means contrary to a law as defined in this sub-clause.
- 1.3 This lease must be interpreted so that it complies with all laws applicable in Victoria. If any provision of this lease does not comply with any law, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the lease.
- 1.4 The law of Victoria applies to this lease.
- 1.5 Any change to this lease must be in writing and signed by the parties.
- 1.6 If a party consists of more than one person –
- (a) the acts and omissions of any of them bind all of them; and
  - (b) an obligation imposed by this lease on or in favour of more than one person binds or benefits them separately, together and in any combination.
- 1.7 The use of one gender includes the others and the singular includes the plural and vice versa.
- 1.8 If the **landlord**, **tenant** or **guarantor** is an individual, this lease binds that person's legal personal representative. If any of them is a corporation, this lease binds its transferees.
- 1.9 This lease, including all guarantees and indemnities, is delivered and operates as a deed.
- 1.10 The **tenant** is bound by and answerable for the acts and omissions of the **tenant's agents**.
- 1.11 If there is a conflict between a provision in the schedule and one of these lease conditions then the provision in the schedule is to prevail.
- 1.12 "Include" and every form of that word is to be read as if followed by "(without limitation)".
- 1.13 This lease includes the schedule.
- 1.14 The parties consider that the application of the **Act** to this lease is as specified in **item 15** and, if **item 15** states that the **Act** does not apply, that the reason is as specified in **item 15**.

## 2. TENANT'S PAYMENT, USE AND INSURANCE OBLIGATIONS

- 2.1 The **tenant** must -
- 2.1.1 pay the **rent** without any set-off (legal or equitable) or deduction whatever to the **landlord** on the days and in the way stated in **item 9** without the need for a formal demand. The **landlord** may direct in writing that the **rent** be paid to another person. The **rent** is reviewed on each **review date** specified in **item 16** -
    - (a) on a **market review date**, the **rent** is reviewed in accordance with clause 11,
    - (b) on a **CPI review date**, the **rent** is reviewed in accordance with clause 18, and
    - (c) on a **fixed review date**, the **rent** is either increased by the fixed percentage or changed by or to the fixed amount, in either case as specified in **item 16** in respect of that **fixed review date**.
  - 2.1.2 produce receipts for paid **building outgoings** within 7 days of a request.
  - 2.1.3 pay when due all charges for the provision of services to the **premises** including gas, electricity, water and telephone.
  - 2.1.4 remove regularly from the **premises** all rubbish and waste generated by the **tenant's** operations.
  - 2.1.5 pay the proportion of the **building outgoings** specified in **item 10** in accordance with clause 5.4.
  - 2.1.6 pay or reimburse within 7 days of a request all increases in insurance premiums paid or payable by the **landlord** as the result of the **tenant's** use of the **premises**.
  - 2.1.7 pay within 7 days of a request interest at the rate stated in **item 14** on any **rent** or other money which the **tenant** has not paid within 7 days of the due date. Interest is to be calculated daily from the due date, continues until the overdue money is paid and is capitalised monthly.
  - 2.1.8 pay within 7 days of a request the **landlord's** reasonable expenses and legal costs in respect of -
    - (a) the negotiation, preparation, settling, execution and stamping (if applicable) of this lease,
    - (b) change to this lease requested by the **tenant** whether or not the change occurs,
    - (c) the surrender or ending of this lease (other than by expiration of the **term**) requested by the **tenant**, whether or not the lease is surrendered or ended,
    - (d) the transfer of this lease or subletting of the **premises** or proposed transfer or subletting whether or not the transfer or subletting occurs,
    - (e) a request by the **tenant** for consent or approval, whether or not consent or approval is given,

- (f) any breach of this lease by the **tenant**, or  
 (g) the exercise or attempted exercise by the **landlord** of any right or remedy against the **tenant**,  
 but, if the **Act** applies, only to the extent to which the **Act** permits recovery.
- 2.1.9 pay any stamp duty on this lease, on any renewal, and any additional stamp duty after a review of **rent**.
- 2.1.10 subject to clauses 3.3.2 and 3.3.3, comply with all laws relating to the use or occupation of the **premises**.
- 2.1.11 carry on the business of the **permitted use** efficiently and, subject to all applicable laws, keep the **premises** open during the business hours which are normal for the **permitted use** and not suspend or discontinue the operation of the business.
- 2.1.12 comply with the **landlord's** reasonable requirements in relation to the use of the **landlord's installations** and any services provided by the **landlord**.
- 2.1.13 subject to clauses 3.3.2 and 3.3.3, comply with the laws and requirements of relevant authorities relating to essential safety measures, occupational health and safety and disability discrimination relevant to the **premises** or the **building**.
- 2.2 The **tenant** must not, and must not let anyone else -
- 2.2.1 use the **premises** except for the **permitted use**, but the **tenant** agrees that the **landlord** has not represented that the **premises** may be used for that use according to law or that the **premises** are suitable for that use.
- 2.2.2 use the **premises** for any illegal purpose.
- 2.2.3 carry on any noxious or offensive activity on the **premises**.
- 2.2.4 do anything which might cause nuisance, damage or disturbance to a tenant, occupier or owner of any adjacent property.
- 2.2.5 conduct an auction or public meeting on the **premises**.
- 2.2.6 use radio, television or other sound-producing equipment at a volume that can be heard outside the **premises**.
- 2.2.7 do anything which might affect any insurance policy relating to the **premises** by causing -  
 (a) it to become void or voidable,  
 (b) any claim on it to be rejected, or  
 (c) a premium to be increased.
- 2.2.8 keep or use chemicals, inflammable fluids, acids, or other hazardous things on the **premises** except to the extent necessary for the **permitted use**, or create fire hazards.
- 2.2.9 do anything which might prejudicially affect the essential safety measures or the occupational health and safety or disability discrimination status of the **premises** or the **building**.
- 2.2.10 place any sign on the exterior of the **premises** without the **landlord's** written consent.
- 2.2.11 make any alteration or addition, or affix any object, to the **premises** except with the **landlord's** written consent; consent is at the **landlord's** discretion for any alteration, addition or affixation affecting the structure of the **building** or any of the infrastructure for the provision of services to the **building** but, otherwise, clause 9.1 applies. In undertaking any work for which the **landlord's** consent has been obtained, the **tenant** must strictly conform to plans approved by the **landlord** and comply with all reasonable conditions imposed on that consent by the **landlord** and the requirements of each authority with jurisdiction over the **premises**.
- 2.2.12 bring onto the **premises** any object which, due to its nature, weight, size or operation, might cause damage to the **premises**, the **building**, or the effective operation of the infrastructure for the provision of services to the **premises** or the **building** without the **landlord's** written consent.
- 2.2.13 except in an emergency, interfere with any infrastructure for the provision of services in the **premises**, the **building**, or in any property of which the **premises** are part.
- 2.3 The **tenant** must -
- 2.3.1 take out and keep current an insurance cover for the **premises** in the name of the **tenant** and noting the interest of the **landlord**, for public risk for any single event for the amount stated in **item 12** or, if none is stated, for \$10 million, with an extension which includes the indemnities given by the **tenant** to the **landlord** in clauses 5.2 and 5.3.2 of this lease to the extent that such an extension is procurable on reasonable terms in the Australian insurance market.
- 2.3.2 maintain the insurance cover with an insurer approved by the **landlord**.
- 2.3.3 produce satisfactory evidence of insurance cover on written request by the **landlord**.

### 3. REPAIRS, MAINTENANCE, FIRE PREVENTION AND REQUIREMENTS OF AUTHORITIES

3.1 Subject to clause 3.3, the **tenant** must -

- 3.1.1 keep the **premises** in the same condition as at the **start of the lease**, except for fair wear and tear; and
- 3.1.2 comply with all notices and orders affecting the **premises** which are issued during the **term** except any notices or orders that applicable legislation makes the responsibility of the **landlord**.

3.2 In addition to its obligations under clause 3.1, the **tenant** must -

- 3.2.1 repaint or refinish all painted or finished surfaces in a workmanlike manner with as good quality materials as previously at least once every 5 years during the **term** and any further term viewed as one continuous period.
- 3.2.2 keep the **premises** properly cleaned and free from rubbish, keep waste in proper containers and have it removed regularly.
- 3.2.3 immediately replace glass which becomes cracked or broken with glass of the same thickness and quality.
- 3.2.4 immediately repair defective windows, light fittings, doors, locks and fastenings, and replace missing or inoperative light-globes and fluorescent tubes, keys and keycards.
- 3.2.5 maintain in working order all plumbing, drainage, gas, electric, solar and sewerage installations.
- 3.2.6 promptly give written notice to the **landlord** or **landlord's** agent of -
  - (a) damage to the **premises** or of any defect in the structure of, or any of the infrastructure for the provision of services to, the **premises**,
  - (b) receipt of a notice or order affecting the **premises**,
  - (c) any hazards threatening or affecting the **premises**, and
  - (d) any hazards arising from the **premises** for which the **landlord** might be liable.
- 3.2.7 immediately make good damage caused to adjacent property by the **tenant** or the **tenant's agents**.
- 3.2.8 permit the **landlord**, its agents or workmen to enter the **premises** during normal business hours, after giving reasonable notice (except in cases of emergency) -
  - (a) to inspect the **premises**,
  - (b) to carry out repairs or agreed alterations, and
  - (c) to do anything necessary to comply with notices or orders of any relevant authority, bringing any necessary materials and equipment.
- 3.2.9 carry out repairs within 14 days of being served with a written notice of any defect or lack of repair which the **tenant** is obliged to make good under this lease. If the **tenant** does not comply with the notice, the **landlord** may carry out the repairs and the **tenant** must repay the cost to the **landlord** within 7 days of a request.
- 3.2.10 only use persons approved by the **landlord** to repair and maintain the **premises** but, if the **Act** applies, only use persons who are suitably qualified.
- 3.2.11 comply with all reasonable directions of the **landlord** or the insurer of the **premises** as to the prevention, detection and control of fire.
- 3.2.12 on vacating the **premises**, remove all signs and make good any damage caused by installation or removal.
- 3.2.13 take reasonable precautions to secure the **premises** and their contents from theft, keep all doors and windows locked when the **premises** are not in use and comply with the **landlord's** directions for the use and return of keys or keycards.
- 3.2.14 permit the **landlord** or its agent access to the **premises** at reasonable times by appointment to show the **premises** -
  - (a) to valuers and to the **landlord's** consultants,
  - (b) to prospective purchasers at any time during the **term**, and
  - (c) to prospective tenants within 3 months before the end of the **term** (unless the **tenant** has exercised an option to renew this lease)

and to affix "for sale" or "to let" signs in a way that does not unduly interfere with the **permitted use**.
- 3.2.15 maintain any grounds and gardens of the **premises** in good condition, tidy, free from weeds and well-watered.
- 3.2.16 maintain and keep in good repair any heating, cooling or air conditioning equipment exclusively serving the **premises**.

- 3.3 The **tenant** is not obliged -
- 3.3.1 to repair damage against which the **landlord** must insure under clause 6.2 or to reimburse the **landlord** for items of expense or damage that would be covered under insurance of the type specified unless the **landlord** loses or, where the **landlord** has failed to insure as required, would have lost, the benefit of the insurance because of acts or omissions by the **tenant** or the **tenant's agents**.
- 3.3.2 to carry out structural or capital repairs or alterations or make payments of a capital nature unless the need for them results from -
- (a) negligence by the **tenant** or the **tenant's agents**,
  - (b) failure by the **tenant** to perform its obligations under this lease,
  - (c) the **tenant's** use of the **premises**, other than reasonable use for the **permitted use**, or
  - (d) the nature, location or use of the **tenant's installations**,
- in which case the repairs, alterations or payments are the responsibility of the **tenant**.
- 3.3.3 to carry out any work that applicable legislation makes the responsibility of the **landlord**.

#### 4. LEASE TRANSFERS AND SUBLETTING

- 4.1 The **tenant** must not transfer this lease or sublet the **premises** without the **landlord's** written consent, and section 144 of the *Property Law Act* 1958 (Vic) and clause 9.1 do not apply.
- 4.2 The **landlord** -
- 4.2.1 subject to sub-clause 4.2.2, must not unreasonably withhold consent to a transfer of this lease or a sublease of the **premises** if the **tenant** has complied with the requirements of clause 4.3 and the proposed transferee or subtenant proposes to use the **premises** in a way permitted under this lease. If the **Act** applies, the **landlord** may only withhold consent to a transfer of this lease in accordance with the **Act**.
- 4.2.2 may withhold consent at the **landlord's** discretion if the **Act** does not apply, and a transfer of this lease would result in the **Act** applying, or applying if this lease is renewed for a further term.
- 4.3 To obtain the **landlord's** consent to a transfer or sublease the **tenant** must -
- 4.3.1 ask the **landlord** in writing to consent to the transfer or sublease,
- 4.3.2 give the **landlord** -
- (a) in relation to each proposed new tenant or sub-tenant such information as the **landlord** reasonably requires about its financial resources and business experience and if the **Act** does not apply, any additional information reasonably required by the **landlord** to enable it to make a decision, and
  - (b) a copy of the proposed document of transfer or sublease, and
- 4.3.3 remedy any breach of the lease which has not been remedied and of which the **tenant** has been given written notice.
- 4.4 If the **Act** applies and -
- 4.4.1 the **tenant** has asked the **landlord** to consent to a transfer and complied with clause 4.3 and section 61 of the **Act**, and
- 4.4.2 the **landlord** fails to respond by giving or withholding consent to the transfer within 28 days, then the **landlord** is to be taken as having consented.
- 4.5 If the **landlord** consents to the transfer or sublease, the **landlord**, the **tenant**, the new tenant or sub-tenant, and the **guarantor** must execute the documents submitted under sub-clause 4.3.2(b). The directors of the new tenant (if it is a corporation) must execute a guarantee and indemnity in the terms of clause 15.
- 4.6 The **tenant** must pay the **landlord's** reasonable expenses incurred in connection with an application for consent or the granting of consent and the completion of the documents, as well as any stamp duty on the documents.
- 4.7 Except by a transfer or sublease to which the **landlord** has consented, or is to be taken as having consented, the **tenant** must not give up possession or share occupancy of the **premises** or grant a licence to anyone else or mortgage or charge its interest under this lease or enter into any arrangement that gives a person the right to enter into occupation of the **premises**, without the **landlord's** written consent; consent is at the **landlord's** discretion.
- 4.8 Subject to the **Act**, if it applies, the obligations to the **landlord** of every **tenant** who has transferred this lease continue until this lease ends. They do not continue into any period of overholding after this lease ends, nor into any renewed term: at those times they are the responsibility only of the **tenant** in possession. This clause does not prevent the **landlord** from enforcing rights which arise before this lease ends.

## 5. GENERAL AGREEMENTS BETWEEN LANDLORD AND TENANT

### 5.1 When the **term** ends, the **tenant** must -

- 5.1.1 return the **premises** to the **landlord** clean and in the condition required by this lease, and
- 5.1.2 remove the **tenant's installations** and other **tenant's** property from the **premises** and make good any damage caused in installing or removing them.

If the **tenant** leaves any **tenant's installations** or other **tenant's** property on the **premises** after the end of the lease, unless the **landlord** and **tenant** agree otherwise -

- 5.1.3 all items of **tenant's installations** and **tenant's** property will be considered abandoned and will become the property of the **landlord**, but the **landlord** may remove any of the **tenant's installations** or other property of the **tenant** and recover the costs of removal and making good as a liquidated debt payable on demand; and
- 5.1.4 the parties intend that clause 5.1.3 operate in relation to **tenant's installations** and **tenant's** property in place of any legislation that might otherwise apply to goods remaining on the **premises**.

### 5.2 The **tenant** indemnifies the **landlord** against any claim resulting from any act or failure to act by the **tenant** or the **tenant's agents** while using the **premises**.

### 5.3 The **tenant** -

- 5.3.1 uses and occupies the **premises** at its own risk, and
- 5.3.2 releases the **landlord** from and indemnifies the **landlord** against all claims resulting from incidents occurring on the **premises** (except to the extent caused or contributed to by the **landlord**, or a person for whom the **landlord** is responsible) or resulting from damage to adjacent premises covered by clause 3.2.7.

### 5.4 In relation to **building outgoings** -

- 5.4.1 the **landlord** must pay the **building outgoings** when they fall due for payment but, if the **landlord** requires, the **tenant** must pay when due a **building outgoing** for which the **tenant** receives notice directly and reimburse the **landlord** within 7 days of a request all **building outgoings** for which notices are received by the **landlord**.
- 5.4.2 the **tenant** must pay or reimburse the **landlord** the proportion specified in **item 10**.
- 5.4.3 at least 1 month before the start of an **accounting period**, the **landlord** may, or if the **Act** applies must, give the **tenant** an estimate of **building outgoings** for the **accounting period**.
- 5.4.4 despite clause 5.4.1, if the **landlord** requires, the **tenant**, must pay its share of the estimated **building outgoings** by equal monthly instalments during the **accounting period** on the days on which **rent** is payable (after allowing for **building outgoings** paid directly or separately reimbursed by the **tenant**).
- 5.4.5 if the **Act** applies, the **landlord** must make a statement of **building outgoings** available during each **accounting period** as required by the **Act**.
- 5.4.6 within three months after the end of an **accounting period**, the **landlord** must give the **tenant** a statement of the actual **building outgoings** for the **accounting period** (if the **Act** applies and requires that the statement be accompanied by a report by a registered company auditor, the statement must be accompanied by a report complying with section 47(5); if the **Act** applies but does not require that the statement be accompanied by a report by a registered company auditor, the statement must be accompanied by the items specified in section 47(6)(b)).
- 5.4.7 the **tenant** must pay any deficiency or the **landlord** must repay any excess, within 1 month after a statement is provided under clause 5.4.6 or within 4 months after the end of the **accounting period**, whichever is earlier.
- 5.4.8 the parties must make an appropriate adjustment for any **building outgoing** incurred in respect of a period beginning before the start of the **term** or extending beyond the end of the **term**.

### 5.5 If the freehold of the **premises** (or the **building**) is transferred, the transferor **landlord** is released from all lease obligations falling due for performance on or after the date of the instrument of transfer.

### 5.6 Payment or tender by cheque is not effective until clearance of funds.

## 6. LANDLORD'S OBLIGATIONS

- 6.1 The **landlord** must give the **tenant** quiet possession of the **premises** without any interruption by the **landlord** or anyone connected with the **landlord** as long as the **tenant** does what it must under this lease.
- 6.2 The **landlord** must take out at the start of the **term** and keep current policies of insurance for the risks listed in **item 11** against -

- 6.2.1 damage to and destruction of the **building**, for its replacement value,
  - 6.2.2 removal of debris,
  - 6.2.3 breakdown of **landlord's installations**, and
  - 6.2.4 breakage of glass, for its replacement value.
- 6.3 The **landlord** must give to the **tenant** the written consent to this lease of each mortgagee whose interest would otherwise have priority over this lease by endorsement on this lease in the terms set out following the 'execution and attestation' section.
- 6.4 The **landlord** must keep the structure (including the external faces and roof) of the **building** and the **landlord's installations** in a condition consistent with their condition at the **start of the lease**, but is not responsible for repairs which are the responsibility of the **tenant** under clauses 3.1, 3.2 and 3.3.2.

## 7. EVENTS OF DEFAULT AND LANDLORD'S RIGHTS

- 7.1 The **landlord** may terminate this lease, by re-entry or notice of termination, if -
- 7.1.1 the **rent** is unpaid after the day on which it falls due for payment,
  - 7.1.2 the **tenant** does not meet its obligations under this lease,
  - 7.1.3 the **tenant** is a corporation and -
    - (a) an order is made or a resolution is passed to wind it up except for reconstruction or amalgamation,
    - (b) goes into liquidation,
    - (c) is placed under official management,
    - (d) has a receiver, including a provisional receiver, or receiver and manager of any of its assets or an administrator appointed,
    - (e) without the **landlord's** written consent, there is a different person in effective control of the **tenant** as a result of changes in -
      - (i) membership of the company or its holding company,
      - (ii) beneficial ownership of the shares in the company or its holding company, or
      - (iii) beneficial ownership of the business or assets of the company,

but this paragraph does not apply if the **tenant** is a public company listed on a recognised Australian public securities exchange, or a subsidiary of one.

"Effective control" means the ability to control the composition of the board of directors or having more than 50% of the shares giving the right to vote at general meetings,
  - 7.1.4 a warrant issued by a court to satisfy a judgement against the **tenant** or a **guarantor** is not satisfied within 30 days of being issued,
  - 7.1.5 a **guarantor** is a natural person and -
    - (a) becomes bankrupt,
    - (b) takes or tries to take advantage of Part X of the *Bankruptcy Act* 1966 (Cth),
    - (c) makes an assignment for the benefit of their creditors, or
    - (d) enters into a composition or arrangement with their creditors,
  - 7.1.6 a **guarantor** is a corporation and one of the events specified in (a) to (e) of clause 7.1.3 occurs in relation to it, or
  - 7.1.7 the **tenant**, without the **landlord's** written consent -
    - (a) discontinues its business on the **premises**, or
    - (b) leaves the **premises** unoccupied for 14 days.
- 7.2 Termination by the **landlord** ends this lease, but the **landlord** retains the right to sue the **tenant** for unpaid money or for damages (including damages for the loss of the benefits that the **landlord** would have received if the lease had continued for the full **term**) for breaches of its obligations under this lease.
- 7.3 For the purpose of section 146(1) of the *Property Law Act* 1958 (Vic), 14 days is fixed as the period within which the **tenant** must remedy a breach capable of remedy and pay reasonable compensation for the breach.
- 7.4 Breach by the **tenant** of any of the following clauses of this lease is a breach of an essential term and constitutes repudiation: 2.1.1, 2.1.5, 2.1.6, 2.1.10, 2.1.11, 2.2.1, 2.2.2, 2.2.7, 2.2.8, 2.2.9, 2.2.11, 2.2.12, 2.3, 3.2.11, 4.1, 4.7, 5.4.2, 5.4.7, 13 and 17. Other **tenant** obligations under this lease may also be essential.
- 7.5 Before terminating this lease for repudiation (including repudiation consisting of the non-payment of rent) or for an event to which section 146(1) of the *Property Law Act* 1958 (Vic) does not extend, the **landlord** must give the **tenant** written notice of the breach and a period of 14 days in which to remedy it (if it is capable of remedy) and to pay reasonable compensation for it. A notice given in respect of a breach amounting to repudiation is not an affirmation of the lease.

- 7.6 Even though the **landlord** does not exercise its rights under this lease on one occasion, it may do so on any later occasion.

## 8. DESTRUCTION OR DAMAGE

- 8.1 If the **premises** or the **building** are damaged so that the **premises** are unfit for use for the **permitted use** or inaccessible-
- 8.1.1 a fair proportion of the **rent** and **building outgoings** is to be suspended until the **premises** are again wholly fit for the **permitted use**, and accessible, and
- 8.1.2 the suspended proportion of the **rent** and **building outgoings** must be proportionate to the nature and extent of the unfitness for use or inaccessibility.
- 8.2 If the **premises** or the **building** are partly destroyed, but not substantially destroyed, the **landlord** must reinstate the **premises** or the **building** as soon as reasonably practicable.
- 8.3 If the **premises** or the **building** are wholly or substantially destroyed -
- 8.3.1 the **landlord** is not obliged to reinstate the **premises** or the **building**, and
- 8.3.2 if the reinstatement does not start within 3 months, or is not likely to be completed within 9 months, the **landlord** or the **tenant** may end this lease by giving the other written notice.
- 8.4 The **tenant** will not be entitled to suspension of **rent** or **building outgoings** under sub-clause 8.1.1 nor to end the lease under sub-clause 8.3.2 and the **landlord** will not be obliged to reinstate the **premises** or the **building** under clause 8.2 if payment of an insurance claim is properly refused in respect of the damage or destruction because of any act or omission by the **tenant** or the **tenant's agents**.
- 8.5 If the **Act** does not apply and there is a dispute under this clause, the **landlord** or the **tenant** may request the President of the Australian Property Institute, Victorian Division, to nominate a practising valuer member of that Institute to determine the dispute or the **landlord** and **tenant** may refer the dispute to mediation under clause 16 unless **item** 21 states that the mediation procedure does not apply to this lease. The valuer acts as an expert and not as an arbitrator and the determination is binding.

## 9. CONSENTS AND WARRANTIES

- 9.1 Subject to the **Act** (if it applies), the **landlord** must not unreasonably withhold its consent or approval to any act by the **tenant** or matter which needs consent or approval unless any other clause provides otherwise, but -
- 9.1.1 the **landlord** may impose reasonable conditions on any consent or approval, and
- 9.1.2 the **tenant** must reimburse the **landlord's** reasonable expenses resulting from an application for its consent or approval, including fees paid to consultants.
- 9.2 This lease, together with (if the **Act** applies) any disclosure statement, contains the whole agreement of the parties. Neither the **landlord** nor the **tenant** is entitled to rely on any warranty or statement in relation to -
- 9.2.1 the conditions on which this lease has been agreed,
- 9.2.2 the provisions of this lease, or
- 9.2.3 the **premises**
- which is not contained in those documents.

## 10. OVERHOLDING AND ABANDONMENT OF THE PREMISES

- 10.1 If the **tenant** remains in possession of the **premises** without objection by the **landlord** after the end of the **term** -
- 10.1.1 the **tenant**, without any need for written notice of any kind, is a monthly tenant on the conditions in this lease, modified so as to apply to a monthly tenancy,
- 10.1.2 the **landlord** or the **tenant** may end the tenancy by giving one month's written notice to the other which may expire on any day of the month,
- 10.1.3 the monthly rent starts at one-twelfth of the annual **rent** which the **tenant** was paying immediately before the **term** ended unless a different rent has been agreed, and
- 10.1.4 the **landlord** may increase the monthly rent by giving the **tenant** one month's written notice.
- 10.2 If the **tenant** vacates the **premises** during the **term**, whether or not it ceases to pay **rent** -
- 10.2.1 the **landlord** may -
- (a) accept the keys,
  - (b) enter the **premises** to inspect, maintain or repair them, or
  - (c) show the **premises** to prospective tenants or purchasers,



without this being re-entry or an acceptance of repudiation or a waiver of the **landlord's** rights to recover **rent** or other money under this lease.

- 10.2.2 this lease continues until a new tenant takes possession of the **premises**, unless the **landlord-**
- (a) accepts a surrender of the lease, or
  - (b) notifies the **tenant** in writing that the **landlord** accepts the **tenant's** repudiation of the lease, or
  - (c) ends the lease in accordance with clause 7.1.

## 11. RENT REVIEWS TO MARKET

- 11.1 In this clause "review period" means the period following each **market review date** until the next **review date** or the end of this lease.

The review procedure on each **market review date** is -

- 11.1.1 each review of **rent** may be initiated by the **landlord** or the **tenant** unless **item** 17 states otherwise but, if the **Act** applies, review is mandatory.
- 11.1.2 the **landlord** or **tenant** entitled to initiate a review does so by giving the other a written notice stating the current market rent which it proposes as the **rent** for the review period. If the **Act** does not apply and the recipient of the notice does not object in writing to the proposed rent within 14 days the proposed **rent** becomes the **rent** for the review period.
- 11.1.3 If -
- (a) the **Act** does not apply and the recipient of the notice serves an objection to the proposed rent within 14 days and the **landlord** and **tenant** do not agree on the **rent** within 14 days after the objection is served, or
  - (b) the **Act** applies and the **landlord** and **tenant** do not agree on what the **rent** is to be for the review period,

the **landlord** and **tenant** must appoint a **valuer** to determine the current market **rent**.

If the **Act** does not apply and if the **landlord** and **tenant** do not agree on the name of the **valuer** within 28 days after the objection is served, either may apply to the President of the Australian Property Institute, Victorian Division to nominate the **valuer**. If the **Act** applies, the **valuer** is to be appointed by agreement of the **landlord** and **tenant**, or failing agreement, by the Small Business Commissioner.

- 11.1.4 In determining the current market **rent** for the **premises** the **valuer** must -
- (a) consider any written submissions made by the **landlord** and **tenant** within 21 days of their being informed of the **valuer's** appointment, and
  - (b) determine the current market rent as an expert
- and, whether or not the **Act** applies, must make the determination in accordance with the criteria set out in section 37(2) of the **Act**.
- 11.1.5 The **valuer** must make the determination of the current market rent and inform the **landlord** and **tenant** in writing of the amount of the determination and the reasons for it as soon as possible after the end of the 21 days allowed for submissions.
- 11.1.6 If -
- (a) no determination has been made within 45 days (or such longer period as is agreed by the **landlord** and the **tenant** or, if the **Act** applies, as is determined in writing by the Small Business Commissioner) of the **landlord** and **tenant**
    - (i) appointing the **valuer**, or
    - (ii) being informed of the **valuer's** appointment, or
  - (b) the **valuer** resigns, dies, or becomes unable to complete the valuation,
- then the **landlord** and **tenant** may immediately appoint a replacement **valuer** in accordance with sub-clause 11.1.3.

11.2 The **valuer's** determination is binding.

11.3 The **landlord** and **tenant** must bear equally the **valuer's** fee for making the determination and if either pays more than half the fee, may recover the difference from the other.

11.4 Until the determination is made by the **valuer**, the **tenant** must continue to pay the same **rent** as before the **market review date** and within 7 days of being informed of the **valuer's** determination, the parties must make any necessary adjustments.

11.5 If the **Act** does not apply, a delay in starting a market review does not prevent the review from taking place and being effective from the **market review date** but if the market review is started more than 12 months after the **market review date**, the review takes effect only from the date on which it is started.

## 12. FURTHER TERM(S)

- 12.1 The **tenant** has an option to renew this lease for the further term or terms stated in **item 18** and the **landlord** must renew this lease for the further term immediately following the **term** if -
- 12.1.1 there is no unremedied breach of this lease by the **tenant** of which the **landlord** has given the **tenant** written notice at the time the **tenant** requests renewal as required by clause 12.1.3,
  - 12.1.2 the **tenant** has not persistently committed breaches of this lease of which the **landlord** has given written notice during the **term**, and
  - 12.1.3 the **tenant** has exercised the option for renewal in writing not more than 6 months nor less than 3 months before the end of the **term**. The earliest and latest dates for exercising the option are stated in **item 19**.
- 12.2 The lease for the further term -
- 12.2.1 starts on the day after the **term** ends,
  - 12.2.2 has a starting **rent** determined in accordance with clause 11 as if the first day of the further term were specified as a **market review date** in **item 16(a)**, and
  - 12.2.3 must contain the same terms as this lease (but with no option for renewal after the last option for a further term stated in **item 18** has been exercised) including any provisions appearing in this document that may have been read down or severed to comply with any applicable law that has ceased to be applicable, as if they had not been read down or severed.
- 12.3 If the **tenant** is a corporation and was required to provide directors' guarantees for this lease, the **tenant** must provide guarantees of its obligations under the renewed lease by its directors, and by each person who has provided a guarantee for the expired **term**, in the terms of clause 15.

## 13. SECURITY DEPOSIT

- 13.1 The **tenant** must pay a security deposit to the **landlord** of the amount stated in **item 20** and must maintain the deposit at that amount.
- 13.2 Any security deposit not in the form of a guarantee must be invested in an interest bearing deposit and all interest accruing on it is treated as a supplementary payment of security deposit. When the **term** starts, the **tenant** must provide the **landlord** with the **tenant's** tax file number.
- 13.3 The **landlord** may use the deposit to make good the cost of remedying breaches of the **tenant's** obligations under this lease (or any of the events specified in clause 7.1) and the **tenant** must pay whatever further amount is required to bring the deposit back to the required level.
- 13.4 As soon as practicable after this lease has ended and the **tenant** has vacated the **premises** and performed all of its obligations under the lease, the **landlord** must refund the unused part of the deposit.
- 13.5 The **tenant** may, and if the **landlord** requires must, provide the security deposit by means of a guarantee by an ADI within the meaning of the *Banking Act 1959* (Cth).
- 13.6 If the freehold of the **premises** is transferred:
- 13.6.1 the **tenant** must provide a replacement guarantee in exchange for the existing guarantee if requested by the **landlord** in writing to do so, but the **landlord** must pay the reasonable fees charged by the ADI for the issue of the replacement guarantee, and
  - 13.6.2 the **landlord** must transfer any security deposit held under this lease to the transferee.

## 14. NOTICES

- 14.1 A notice under this lease may be served or given -
- 14.1.1 by pre-paid post,
  - 14.1.2 by delivery
  - 14.1.3 by email, or
  - 14.1.4 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,
- to the party's last known address, registered office, or (if to the **tenant**) at the **premises**.
- 14.2 Posted notices will be taken to have been received on the second day after posting that is not a Saturday, Sunday or bank holiday in the place of intended receipt, unless proved otherwise.
- 14.3 Notices delivered or sent by email are taken to have been served or given at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000*.

## 15. OBLIGATIONS OF GUARANTOR(S) UNDER GUARANTEE AND INDEMNITY

- 15.1 The **guarantor** in consideration of the **landlord** having entered into this lease at the **guarantor's** request —
- 15.1.1 guarantees that the **tenant** will perform all its obligations under this lease for the **term** and any further term or terms and during any period of overholding after the end of the **term**,
  - 15.1.2 must pay on demand any amount which the **landlord** is entitled to recover from the **tenant** under this lease whether in respect of the **term**, any further term or further terms or any period of overholding, and
  - 15.1.3 indemnifies the **landlord** against all loss resulting from the **landlord's** having entered into this lease whether from the **tenant's** failure to perform its obligations under it or from this lease being or becoming unenforceable against the **tenant** and whether in respect of the **term**, any further term or any period of overholding.
- 15.2 The liability of the **guarantor** will not be affected by -
- 15.2.1 the **landlord** granting the **tenant** or a **guarantor** time or any other indulgence, or agreeing not to sue the **tenant** or another **guarantor**,
  - 15.2.2 failure by any **guarantor** to sign this document,
  - 15.2.3 transfer (except in accordance with the **Act**, if the **Act** applies) or variation of this lease, but if this lease is transferred the **guarantor's** obligations, other than those which have already arisen, end when the **term** ends and do not continue into a term renewed by a new tenant nor a period of overholding by a new tenant,
  - 15.2.4 the fact that this lease is subsequently registered at the Land Registry or not registered, or, for any reason, is incapable of registration, or
  - 15.2.5 transfer of the freehold of the **premises**.
- 15.3 The **guarantor** agrees that —
- 15.3.1 the **landlord** may retain all money received including dividends from the **tenant's** bankrupt estate, and need allow the **guarantor** a reduction in its liability under this guarantee only to the extent of the amount received,
  - 15.3.2 the **guarantor** must not seek to recover money from the **tenant** to reimburse the **guarantor** for payments made to the **landlord** until the **landlord** has been paid in full,
  - 15.3.3 the **guarantor** must not prove in the bankruptcy or winding up of the **tenant** for any amount which the **landlord** has demanded from the **guarantor**, and
  - 15.3.4 the **guarantor** must pay the **landlord** all money which the **landlord** refunds to the **tenant's** liquidator or trustee in bankruptcy as preferential payments received from the **tenant**.
- 15.4 If any of the **tenant's** obligations are unenforceable against the **tenant**, then this clause is to operate as a separate indemnity and the **guarantor** indemnifies the **landlord** against all loss resulting from the **landlord's** inability to enforce performance of those obligations. The **guarantor** must pay the **landlord** the amount of the loss resulting from the unenforceability.
- 15.5 If there is more than one **guarantor**, this guarantee binds them separately, together and in any combination.
- 15.6 Each of the events referred to in clauses 7.1.5 and 7.1.6 is deemed to be a breach of an essential term of this lease.

## 16. DISPUTE RESOLUTION

- 16.1 Unless the **Act** applies, if the words "The mediation procedure applies to this lease" are included in **item 21**, the mediation procedure applies to this lease. In that event the **landlord** and the **tenant** must attempt to resolve any dispute by the mediation procedure, except disputes about -
- 16.1.1 unpaid **rent** and interest charged on it,
  - 16.1.2 review of **rent**, and
  - 16.1.3 a dispute to be resolved in another way prescribed by any other provision of this lease.
- 16.2 The mediation procedure is -
- 16.2.1 the **landlord** or **tenant** may start mediation by serving a mediation notice on the other.
  - 16.2.2 the notice must state that a dispute has arisen and identify what the dispute is.
  - 16.2.3 the **landlord** and **tenant** must jointly request appointment of a mediator. If they fail to agree on the appointment within 7 days of service of the mediation notice, either may apply to the President of the Law Institute of Victoria or the nominee of the President to appoint a mediator.

- 16.2.4 once the mediator has accepted the appointment the **landlord** and **tenant** and each **guarantor** must comply with the mediator's instructions.
- 16.2.5 if the dispute is not resolved within 30 days of the appointment of the mediator, or any other period agreed by the **landlord** and **tenant** in writing, the mediation ceases.
- 16.3 The mediator may fix the charges for the mediation which must be paid equally by the **landlord** and **tenant**.
- 16.4 If the dispute is settled, the **landlord** and **tenant** and each **guarantor** must sign the terms of agreement and the signed terms are binding.
- 16.5 The mediation is confidential and -
- 16.5.1 statements made by the mediator or the participants in the mediation, and
- 16.5.2 discussions between the participants in the mediation, before after or during the mediation, cannot be used in any legal proceedings.
- 16.6 It must be a term of the engagement of the mediator that the **landlord** and **tenant** and each **guarantor** release the mediator from any court proceedings relating to this lease or the mediation.
- 16.7 The mediator is not bound by the rules of natural justice and may discuss the dispute with a participant in the absence of any others.
- 16.8 If the **Act** applies, so that a dispute must be referred to the Victorian Civil and Administrative Tribunal, the **landlord** and **tenant** agree that each may be represented by a legal practitioner or legal practitioners of its choice.

## 17. GST

- 17.1 Expressions used in this clause 17 and in the **GST Act** have the same meanings as when used in the **GST Act** unless the context requires otherwise.
- 17.2 Amounts specified as payable under or in respect of this lease are expressed exclusive of **GST**.
- 17.3 The recipient of a taxable supply made under or in respect of this lease must pay to the supplier, at the time payment for the supply is due, the **GST** payable in respect of the supply. This obligation extends to supply consisting of entry into this lease.
- 17.4 An amount payable by the **tenant** in respect of a creditable acquisition by the **landlord** from a third party must not exceed the sum of the value of the **landlord's** acquisition and the additional amount payable by the **tenant** under clause 17.3 on account of the **landlord's** liability for **GST**.
- 17.5 A recipient of supply is not obliged, under clause 17.3, to pay the **GST** on a taxable supply to it under this lease, until given a valid tax invoice for it.

## 18. CONSUMER PRICE INDEX

- 18.1 On a **CPI review date**, the **rent** is adjusted by reference to the **Consumer Price Index** using the following formula -

$$AR = R \times \frac{CPIB}{CPIA}$$

- Where:
- "AR" means adjusted **rent**,
  - "R" means **rent** before adjustment,
  - "CPIB" means the **Consumer Price Index** number for the quarter immediately preceding the **CPI review date**, and
  - "CPIA" means the **Consumer Price Index** number for the quarter immediately preceding the most recent earlier **review date** or, where there is no earlier **review date**, the quarter immediately preceding the start of the **term**.

- 18.2 If CPIB is not published until after the **CPI review date**, the adjustment is made when it is published but the adjustment takes effect from the relevant **CPI review date**. In the meantime, the **tenant** must continue to pay the **rent** at the old rate and, when the adjustment is made, the **tenant** must immediately pay any deficiency or the **landlord** must immediately repay any excess.
- 18.3 If the base of the **Consumer Price Index** is changed between the two comparison dates an appropriate compensating adjustment must be made so that a common base is used.
- 18.4 Unless the **Act** applies and requires otherwise, if the **Consumer Price Index** is discontinued or suspended, then the calculation is to be made using whatever index is substituted for it. If no other index is substituted for it, the calculation is to be made using the index or calculation which the President of the Australian Property Institute, Victorian Division (acting as an expert and not as an arbitrator), determines is appropriate in the circumstances. This determination is binding.

18.5 Unless the **Act** applies, the adjustment is not made if it would result in a decrease in the **rent** payable.

## 19. IF PREMISES ONLY PART OF THE LETTABLE AREA OF THE BUILDING

19.1 If the **premises** are only a part of the **lettable area** of the **building**, the provisions of this clause apply.

19.2 The **landlord** -

19.2.1 may adopt whatever name it chooses for the **building** and change the name from time to time, and

19.2.2 reserves all proprietary rights to the name of the **building** and any logo adopted for the **building**.

19.3 The **landlord** reserves for itself the use of all external surfaces of the **building** and areas outside the **building**.

19.4 The **building**, **common areas** and **landlord's installations** remain under the absolute control of the **landlord** which may manage them and regulate their use as it considers appropriate. In particular the **landlord** has the right -

19.4.1 to close off the **common areas** as often as the **landlord** reasonably considers appropriate to prevent rights of way or user arising in favour of the public or third parties,

19.4.2 to exclude persons whose presence the **landlord** considers undesirable,

19.4.3 to grant easements over any parts of the **land** which do not materially and adversely affect the **tenant's** use,

19.4.4 to install, repair and replace, as necessary, the infrastructure necessary or desirable for the provision of services to the various parts of the **building**, and

19.4.5 to repair, renovate, alter or extend the **building** but, in doing so, the **landlord** must not cause more inconvenience to the **tenant** than is reasonable in the circumstances.

If the **Act** applies, these rights may only be exercised in a manner consistent with the **Act**.

19.5 The **tenant** must not obstruct the **common areas** or use them for any purpose other than the purposes for which they were intended.

19.6 The **tenant** must comply with the **building rules**. The **landlord** may change the **building rules** from time to time and the **tenant** will be bound by a change when it receives written notice of it. The **landlord** must not adopt a **building rule** or change the **building rules** in a way that is inconsistent with this lease. To the extent that a **building rule** is inconsistent with this lease, the lease prevails.

## 20. PERSONAL PROPERTY SECURITIES ACT

20.1 Expressions used in this clause that are defined in the **PPSA** have the meanings given to them in the **PPSA**.

20.2 The **landlord** may, at any time, register a financing statement for any security interest arising out of or evidenced by this lease over any or all of -

20.2.1 the **landlord's installations**,

20.2.2 any security deposit provided by the **tenant**, and

20.2.3 **tenant's installations** and other **tenant's** property left on the **premises** after the end of the lease,

that are personal property, and must identify the property affected by the financing statement in the free text field of the statement. \*The **tenant** waives the right to receive notice under section 157(1) of the **PPSA**.  
[\*Delete if inapplicable]

20.3 When this lease -

20.3.1 ends and the **tenant** has vacated the premises and performed all of its obligations under it, or

20.3.2 is transferred,

the **landlord** must register a financing change statement with respect to any security interest for which the **landlord** has registered a financing statement other than those to which sub-clause 20.2.3 relates.

20.4 The **tenant must** sign any documents and do anything necessary to enable the **landlord** to register the statements referred to in the preceding sub-clause and to enforce its rights and perform its obligations under this clause and the **PPSA**. In particular, if the **tenant** is a natural person, the **tenant** must provide the **landlord** with the **tenant's** date of birth and a certified copy of a Victorian driver's licence (or other evidence acceptable to the **landlord**) to confirm the **tenant's** date of birth. The **landlord** must keep the **tenant's** date of birth and any evidence provided to confirm it secure and confidential.

20.5 The **tenant** must not register, or permit to be registered, a financing statement in favour of any person other than the **landlord**, for any security deposit provided by the **tenant** or any of the **landlord's installations**.

- 20.6 The **tenant** must pay the **landlord's** reasonable expenses and legal costs in respect of anything done or attempted by the **landlord** in the exercise of its rights or performance of its obligations under this clause or the **PPSA\***, except the **landlord's** costs of registering a financing statement under sub-clause 20.2 which are to be borne by the **landlord**. [**\*Delete if inapplicable**]
- 20.7 In accordance with section 275(6)(a) of the **PPSA**, the parties agree that neither of them will disclose information of the kind mentioned in subsection 275(1).
- 20.8 Subject to any requirement to the contrary in the **PPSA**, notices under this clause or the **PPSA** may be served in accordance with clause 14 of this lease.

**21. ADDITIONAL PROVISIONS**

Any additional provisions set out in **item 22** -

- 21.1 bind the parties, and
- 21.2 if inconsistent with any other provisions of this lease, override them.

**22. LANDLORD WARRANTY**

The **landlord** warrants that clauses 1 to 21 appearing in this lease are identical to clauses 1 to 21 of the copyright Law Institute of Victoria Lease of Real Estate August 2014 Revision and that any modifications to them are set out as additional provisions in **item 22**.

# Schedule

## Important Notice To The Person Completing This Schedule

This lease is in a standard form. You may need to make changes to record the agreement of the landlord, tenant and any guarantor. You should carefully check the whole document and make appropriate deletions, alterations and/or additions so it agrees with the instructions you have received. You should note the warranty in clause 22 and record any deletions, alterations and/or additions to the standard lease conditions as additional provisions in item 22 and **not** in the lease conditions.

**Item 1**  
[1.1]

**Landlord:**

U & KVR Developments Pty Ltd ACN 169 204 317 of 625 Glen Huntly Road, Caulfield, VIC 3162

**Item 2**  
[1.1]

**Tenant:**

Svetlana Roussova of 2/29 Imperial Avenue, Caulfield, VIC 3162

**Item 3**  
[1.1]

**Guarantor:**

Not applicable

**Item 4**  
[1.1]

**(a) Premises:**

625 Glen Huntly Road, Caulfield

**(b) Land:**

**Certificate of Title Volume 12091/996**

**Item 5**  
[1.1]

**Landlord's installations:**

**Item 6**  
[1.1]

**Rent:**

\$60,000.00 per annum

**Note:** There is no need to refer to GST if the rent is expressed as a GST exclusive sum – see clause 17; if the rent is expressed as a GST inclusive sum, an additional provision will be needed to modify the operation of clause 17.

Item 7  
[1.1]

**Tenant's installations:**

Item 8  
[1.1]

**Term of the lease:**

3 years starting on 1 July 2022

Item 9  
[2.1.1]

**How rent is to be paid:**

Paid in advance on or before the 1<sup>st</sup> day of each calendar month except for the first and last payment which will be calculated on a pro-rata basis, if necessary. All rent is to be paid by EFT to the Landlord or the Landlord's agent's bank account notified to the Tenant from time to time.

Item 10  
[1.1,  
2.1.2,  
2.1.5 &  
5.4]

**Building outgoing which the tenant must pay or reimburse:**

~~[Alternative 1] Premises consist of the entire lettable area of the building~~

100% of all **building outgoing**

**OR**

~~[Alternative 2] Premises consist of only a part of the lettable area of the building \*~~

**Tenant's proportion of building outgoing -**

- (a) in relation to **building outgoing** that benefit all of the premises in the **building**: the proportion that the **lettable area** of the **premises** bears to the total **lettable area** of the **building**, which at present is **100%**;
- (b) in relation to **building outgoing** that benefit the **premises** and other premises but not all of the premises in the **building**: the proportion that the **lettable area** of the **premises** bears to the total **lettable area** of all premises (including the **premises**) that benefit from the outgoing;
- (c) in relation to **building outgoing** that benefit only the **premises**: 100%

**NOTES:**

- One alternative must be deleted
- If adopting alternative 1, do not list individual outgoing as 'building outgoing' is a defined term
- If the Act applies and building outgoing will include management fees, the disclosure statement must contain the information required by section 49(1)(b)

Item 11  
[1.1 &  
6.2]

**Risks which the insurance policies must cover: \***

- Fire
- Flood
- Lightning
- Storm and tempest
- Explosion
- Riots and civil commotion
- Strikes
- Malicious damage
- Earthquake
- Impact by vehicles
- Impact by aircraft and articles dropped from them
- Internal flood water

and such other risks as the **landlord** reasonably requires from time to time.

**\* Delete risks not required to be covered and add any other risks required to be covered**



**Item 12**  
[1.1 &  
2.3.1]

**Amount of public risk insurance cover:**

\$20 million or other amount reasonably specified from time to time by the **landlord**.

**Item 13**  
[1.1]

**Period of loss of rent and outgoings insurance:**

8 weeks

**Item 14**  
[2.1.7]

**Interest rate on overdue money:**

2% per annum more than the rate from time to time fixed by the *Penalty Interest Rates Act 1983 (Vic)*.

**Item 15**  
[2.2.1]

**Permitted use:**

Any lawful retail use, including hair and beauty services, fitness studio

[1.14]

**Application of Act:**

The **Act** does apply

**Item 16**  
[2.1.1,  
11, 18]

**Review date(s):**

**Term**

(a) *Market review date(s):*

(b) *CPI review date(s):*

1 July 2023 and 1 July 2024

(c) *Fixed review date(s) and percentage or fixed amount increases:*

**Further term(s)**

(a) *Market review date(s):*

1 July 2025 and 1 July 2028

(b) *CPI review date(s):*

1 July 2026, 2027, 2029, 2030

(c) *Fixed review date(s) and percentage or fixed amount increases:*

**Item 17**  
[2.1.1,  
11, 18]

**Who may initiate reviews:**

*Market review:* Landlord, subject to **Act**, if it applies

*CPI review:* Review is automatic

*Fixed review:* Review is automatic

Item 18  
[12]

**Further term(s):**

2 further terms of 3 years each

Item 19  
[12]

**Earliest and latest dates for exercising option for renewal:**

**Earliest date:** 1 Jan 2025

**Latest date:** 1 Apr 2025

Item 20  
[13]

**Security deposit:**

Not applicable

Item 21  
[16.1]

**The mediation procedure does not apply**

Item 22  
[21]

**Additional provisions:**

**[If you wish any additional provision to be treated as an essential term, you need to state that it is to be treated as an essential term for the purposes of clause 7.5]**

**22.1. Fitout**

This clause 22.1 is an essential term of the lease for the purposes of clause 7.5.

- i. Subject to the Tenant complying with clause 22.1(ii), the Tenant may undertake fitout works to the Premises, including but not limited to the following (**Tenant's Fitout**):
  - (a) **Floors** - Application of approved floor finishes and coverings
  - (b) **Walls** - Approved wall claddings or linings to any perimeter walls;
  - (c) **Electrical** - Electrical wiring, including lights, power outlets and light fittings, electrical meter (including any additional costs for supply of two or 3 phase 63 amp power), illumination of Tenant's signs and any approved advertising arrangements and all electrical fittings and equipment for the Premises. Emergency and exit lights to authorities' requirements.;
  - (d) **ESM** - to the extent permitted by law and unless not permitted by the provisions of the Retail Leases Act, works required for compliance with emergency and exit lights to authorities' requirements, fire protection equipment as required by Building Code of Australia and local fire Authority and supply and installation of fire extinguishers as required by the local fire Authority, the Landlord or its insurers;
  - (e) **Plumbing** - All water reticulation, piping, meters, distribution and fittings; all floor wastes, hand basins, sink units, sewer points and fittings; all gas piping, meters, distribution and fittings (other than those forming part of the Landlord's Installations).
  - (f) **Telephones** - Telephone wiring from location provided by Landlord to outlet points in the Premises, or any additional data and communication wiring and equipment;
  - (g) **Decorative** - Completion of decorative scheme including painting, papering, tiling or the application of other approved forms of finish;
  - (h) **Fixtures and Fittings** - Such fixtures, fittings, equipment, finishes, floor and wall coverings and stock as may be required by the Tenant;
- ii. Prior to undertaking any Tenant's Fitout, the Tenant must:

- (a) obtain all relevant planning permit (if required), building permit and building approvals from the relevant authorities in relation to the Tenant's Fitout; and
  - (b) obtain the Landlord's consent to the Tenant's Fitout (which consent must not be unreasonably withheld). Despite any other provision in the Lease, the Tenant is not required to reimburse the Landlord for any costs or expenses in relation to the Landlord providing its consent under this additional provision.
  - iii. The Tenant must provide the Landlord with a Certificate of Compliance for any plumbing and drainage works that it undertakes at the completion of such works and before trading commences.
  - iv. Unless otherwise agreed in writing by the Landlord and the Tenant, the Tenant must at the end of the lease remove all items and leave the Premises in neat and tidy condition.
- 22.2. Personal Property Securities Act**
- i. In this additional provision, 'PPSA' means the *Personal Property Securities Act 2009* (Cth).
  - ii. In this lease, the definition of **landlord's installations** is amended to read: 'means any property of the **landlord**, other than land or fixtures, from time to time in the **premises** or on the **land** and includes the property listed in item 5'.
  - iii. Expressions used in this additional provision that are defined in the PPSA have the meanings given to them in the PPSA.
  - iv. The **landlord** may, at any time, register a financing statement with respect to any security interest arising out of or evidenced by this lease over any or all of -
    - (a) the **landlord's installations**,
    - (b) any security deposit provided by the **tenant**, and
    - (c) **tenant's installations** and other **tenant's** property left on the **premises** after the end of the lease, that are personal property, and must identify the property affected by the financing statement in the free text field of the statement. The **tenant** waives the right to receive notice under section 157(1) of the PPSA.
  - v. When this lease:
    - (a) ends and the **tenant** has vacated the **premises** and performed all of its obligations under the lease, or
    - (b) is transferred,

the **landlord** must register a financing change statement with respect to any security interest for which the **landlord** has registered a financing statement other than those to which paragraph 4(c) relates.
  - vi. The **tenant** must sign any documents and do anything necessary to enable the **landlord** to register the statements referred to in the preceding sub-clause and to enforce its rights and perform its obligations under this clause and the PPSA. In particular, if the **tenant** is a natural person, the **tenant** must provide the **landlord** with the **tenant's** date of birth and a certified copy of a Victorian driver's licence (or other evidence acceptable to the **landlord**) to confirm the **tenant's** date of birth. The **landlord** must keep the **tenant's** date of birth and any evidence provided to confirm it secure and confidential.
  - vii. The **tenant** must not register, or permit to be registered, a financing statement in favour of any person other than the **landlord**, with respect to any security deposit provided by the **tenant** or any of the **landlord's installations**.
  - viii. The **tenant** must pay the **landlord's** reasonable expenses and legal costs in respect of anything done or attempted by the **landlord** in the exercise of its rights or performance of its obligations under this additional provision or the PPSA\*, except the **landlord's** costs of registering a financing statement under paragraph 4 which are to be borne by the **landlord**.
  - ix. In accordance with sub-section 275(6)(a) of the PPSA, the parties agree that neither of them will disclose information of the kind mentioned in sub-section 275(1) of the PPSA.
  - x. Subject to any requirement to the contrary in the PPSA, notices under this additional provision or the PPSA may be served in accordance with clause 14 of the lease.

**22.3. Right to sublease**

Despite anything else in this lease, the **tenant** may grant a sub-lease or a licence of all or part of the **premises** without the prior Written permission of the **landlord**. However, the **tenant** remains liable for any act or omission of any sub-tenant or licensee and must ensure that the terms of any lease or licence require

such sub-tenant or licensee to vacate the **premises** at the same time as the **tenant** is required to vacate the **premises** under this lease. The **tenant** must, on request, give to the **landlord** the names of any sub-tenant or licensee.

**22.4. Landlord right to terminate Lease**

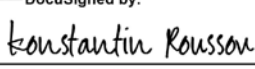
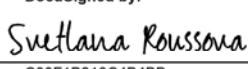
The **landlord** may, by two months prior written notice to the **tenant**, bring forward the expiry date of this lease, in which case the **tenant** must vacate the premises on the date specified in such notice.

**EXECUTED AS A DEED ON:**

**Date:** 01/ Jul / 2022

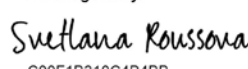
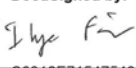
**EXECUTION & ATTESTATION  
LANDLORD**

**Executed by U & KVR Developments Pty Ltd**  
in accordance with section 127 of the *Corporations Act 2001(Cth)*

Director	DocuSigned by: 
Print Name	Konstantin Roussov <small>26429418BDAE433</small>
Print usual address	6 Tasman Road, Bentleigh East, VIC 3165
Director	DocuSigned by: 
Print Name	Svetlana Roussova <small>C00F1B310C4B4BB</small>
Print usual address	6 Tasman Road, Bentleigh East, VIC 3165

**EXECUTION & ATTESTATION  
TENANT**

**Signed, sealed and delivered by the said Svetlana Roussova**  
in the presence of:

	DocuSigned by:  <small>C00F1B310C4B4BB...</small>
Witness	DocuSigned by: 
Print name	Ilya Fisher <small>C6312E715475484...</small>
Print usual address	Level 13, 10 Queens Road, Melbourne VIC 3004

The requirements for witnessing by audio-visual link under section 12 of the Electronic Transactions (Victoria) Act 2000 have been met.

### MORTGAGEE CONSENT

Insert a consent for each party

\*, the proprietor of Mortgage Number \*\*,

consents to this lease.

\*[insert mortgagee's name]

\*\*[insert mortgage number]

Insert the mortgagee's execution clause