

Contract of Sale

Property:

**12, Apartment 1, 294A Bell Street, Heidelberg West
VIC 3081**

MM Conveyancing Pty Ltd
25a Castleton Avenue
TARNEIT VIC 3029
Tel: 0469617350
Ref: A:25-2467

Contract of Sale

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Contract of Sale

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on/...../2025

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

State nature of authority, if applicable:

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2025

Print names(s) of person(s) signing: BHASKAR RAJU KUSAMPUDI

State nature of authority, if applicable:

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

Table of Contents

Particulars of Sale	5
Special Conditions	7
General Conditions	8
1. ELECTRONIC SIGNATURE	8
2. LIABILITY OF SIGNATORY	8
3. GUARANTEE	8
4. NOMINEE	8
5. ENCUMBRANCES	8
6. VENDOR WARRANTIES	8
7. IDENTITY OF THE LAND	9
8. SERVICES	9
9. CONSENTS	9
10. TRANSFER & DUTY	9
11. RELEASE OF SECURITY INTEREST	9
12. BUILDER WARRANTY INSURANCE	10
13. GENERAL LAW LAND	10
14. DEPOSIT	11
15. DEPOSIT BOND	11
16. BANK GUARANTEE	12
17. SETTLEMENT	12
18. ELECTRONIC SETTLEMENT	12
19. GST	13
20. LOAN	14
21. BUILDING REPORT	14
22. PEST REPORT	14
23. ADJUSTMENTS	14
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING	14
25. GST WITHHOLDING	15
26. TIME & CO OPERATION	16
27. SERVICE	17
28. NOTICES	17
29. INSPECTION	17
30. TERMS CONTRACT	17
31. LOSS OR DAMAGE BEFORE SETTLEMENT	17
32. BREACH	18
33. INTEREST	18
34. DEFAULT NOTICE	18
35. DEFAULT NOT REMEDIED	18

Particulars of Sale

Vendor's estate agent

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

Vendor

Name: BHASKAR RAJU KUSAMPUDI
Address: _____
ABN/ACN: _____
Email: _____

Vendor's legal practitioner or conveyancer

Name: MM Conveyancing Pty Ltd
Address: 25a Castleton Avenue, Tarneit VIC 3029
Email: info@mmconveyancers.com.au
Tel: 0469617350 Mob: _____ Fax: _____ Ref: 25-2467

Purchaser's estate agent

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

Purchaser

Name: _____
Address: _____
ABN/ACN: _____
Email: _____

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12528 Folio 508	1201A	PS 744026G

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: 12, Apartment 1, 294A Bell Street, Heidelberg West VIC 3081

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

All fixtures and fittings of a permanent nature. As inspected

Payment

Price \$ _____
 Deposit \$ _____ By _____ (of which _____ has been paid)
 Balance \$ _____ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

- ☐ GST (if any) must be paid in addition to the price if the box is checked
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a 'going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)**is due on**

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____

Approval
date: _____

Building report

- ☐ General condition 21 applies only if the box is checked

Pest report

- ☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

* Subject to provide Owners Corporation Certificate before Settlement.

CONTRACT OF SALE - SPECIAL CONDITIONS

1. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

2. Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

3. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

4. Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

5. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

6. Foreign resident capital gains withholding

- 6.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 6.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 6.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

- 6.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 6.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so.
- 6.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 6.7 The representative is taken to have complied with the obligations in special condition 6.6 if:
 - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 6.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 6.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 6.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

7. Electronic Conveyancing

Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law* if the box on the 'Particulars' page is marked "EC".

- 7.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 7.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.
- 7.3 Each party must:
 - (a) Be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - (b) Ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*

- (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*
- 7.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 7.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 7.6 Settlement occurs when the workspace records that:
 - (a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred; or
 - (b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 7.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 7.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 7.9 The vendor must:
 - (a) before settlement deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 7.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

8. GST Withholding

- 8.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 8.2 This special condition applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 8.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 8.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so.
- 8.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this special condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 8.6 The representative is taken to have complied with the requirements of special condition 8.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 8.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in special condition 8.6.
However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 8.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 8.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

- 8.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 8.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 8.10; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
- 8.12 This special condition will not merge on settlement.

9. Property Controls and Representation and Warranty as to Building

- 9.1 The purchaser
- (a) Accepts the property with all property controls and approvals and in its present condition with all defects and non-compliance with any property controls or approvals;
 - (b) Acknowledged that the decision to purchase the property was based on the purchaser's own investigations and that no representations were made by or on behalf of the vendor or vendor's agents as to the condition of the property or any of the matters referred to in special condition 7.1(a); and
 - (c) Must not exercise any purchaser rights in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the vendor's title to the property.
- 9.2 As from the settlement date, the purchaser:
- (a) Assumes full responsibility for compliance with each applicable property control and approval insofar as they relate to the property; and
 - (b) Agrees to keep the vendor indemnified at all times against liability arising out of a failure to comply with a Property Control.
- 9.3 The purchaser acknowledges that the vendor has not, nor has anyone on the vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the purchaser expressly release the vendor and/or the vendor's agents from any claims or demands in respect thereof.

10. Adjustments

- The purchaser must prepare and deliver a statement of adjustments of the outgoings to the vendor's legal representative at least 2 business days before the date settlement is due accompanied by copies of information statements or information certificates from the relevant authorities relating to the adjustments. If the purchaser does not comply with special condition 10;
- (a) The vendor is not obliged to settle this contract until 2 business days after the date on which the purchaser delivers the statement of adjustments accompanied by the copies of information statements or information certificates from the relevant authorities relating to the adjustments to the vendor's legal representative; and
 - (b) The purchaser must pay interest under general condition calculated from and including the date settlement is due to and including the date settlement occurs.

11. Settlement and Rescheduling Fee

Should the purchaser require that the settlement take place on any date other than the date contained in the contract of sale, then the purchaser may be required to pay the vendor's legal representative a fee of ~~\$250.00~~ (including GST) ("Rescheduling Fee"). This rescheduling fee (if applicable) must be allowed by the purchaser to the vendor in the statement of adjustments. The purchaser acknowledges that the rescheduling fee is a reasonable pre-estimate of additional legal costs incurred by the vendor as a result of the vendor's legal representative having to reschedule settlement.

12. Swimming Pools and Smoke Alarms

12.1 The vendor makes no representation and accepts no responsibility concerning compliance of swimming pools or spas with the minimum standards of the Building Regulations 1994. The purchaser is advised that Regulation 5.13 requires that pools or spas have barriers installed to restrict access by some children to the swimming pool, within 30 days of the date of completion of the contract, or, in the case of a terms contract, after the purchaser becomes entitled to possession or to the receipt of rents and profits.

12.2 The vendor makes no representations and accepts no responsibility concerning compliance with the Building Regulations 1994 requirement for smoke alarms. The purchaser is advised that Regulation 5.14 of the Building Regulations 1994 requires that all dwelling and or units be fitted with self-contained smoke alarms within 30 days of settlement.

13. Purchaser Acknowledgments

The purchaser hereby acknowledges that prior to execution of the contract in relation to the purchase of the land the purchaser received from the vendor, vendor's agent or vendor's legal representative a copy of the vendor statement signed by the vendor, a copy of the special conditions referred to in the contract and a copy of a due diligence checklist.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.
- 7. IDENTITY OF THE LAND**
 - 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
 - 7.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.
- 8. SERVICES**
 - 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
 - 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 9. CONSENTS**

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 10. TRANSFER & DUTY**
 - 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
 - 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.
- 11. RELEASE OF SECURITY INTEREST**
 - 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
 - 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
 - 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
 - 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
 - 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
 as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

Money

14. DEPOSIT

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

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
 - (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
 - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.
- 20. LOAN**
 - 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
 - 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
 - 20.3 All money must be immediately refunded to the purchaser if the contract is ended.
- 21. BUILDING REPORT**
 - 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
 - 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
 - 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
 - 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
 - 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.
- 22. PEST REPORT**
 - 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
 - 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
 - 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
 - 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
 - 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.
- 23. ADJUSTMENTS**
 - 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
 - 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
 - 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.
- 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**
 - 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.

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

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.

- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or

- (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

GUARANTEE and INDEMNITY

I/We, of
.....

and..... of
.....

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

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of
the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions
under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision
have the effect of releasing me/us, my/our executors or administrators.

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

this day of 2025

SIGNED by the said

)

Print Name:

)

)

.....

Director (Sign)

in the presence of:

)

)

Witness:

)

Vendor Statement

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

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

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

Land

12, APARTMENT 1, 294A BELL STREET, HEIDELBERG WEST VIC 3081

Vendor's name

BHASKAR RAJU KUSAMPUDI

Date

15/07/25

Vendor's signature



Purchaser's name

Date

/ /

Purchaser's signature

Purchaser's name

Date

/ /

Purchaser's signature

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed:

\$ 5,000.00

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

Nil

To

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

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

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

To the best of the vendor knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993 if the square box is marked with an 'X'

☐

3.4 Planning Scheme

☐ The required specified information is as follows:

(a) Name of planning scheme

Banyule Planning Scheme

(b) Name of responsible authority

Banyule City Council

(c) Zoning of the land

COMMERCIAL 1 ZONE (C1Z)

SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)

(d) Name of planning overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

**DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY -
SCHEDULE 1 (DCPO1)**

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

Nil

4.3 Compulsory Acquisition

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

Nil

5. BUILDING PERMITS

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

Are contained in the attached certificate

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) **Registered Title**

A Register Search Statement and the document, or part of a document, referred to as the "diagram location"

in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

Not Applicable

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached.

13. ATTACHMENTS

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

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

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

Register Search Statement and Instruments
Copy of Plan
Land Property Reports
Council Rate Notice
Water Bill
Building Permit
Occupancy Permit

- **Subject to Provide Owners Corporation before Settlement.**

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 12528 FOLIO 508

Security no : 124125935495V
Produced 04/07/2025 12:05 PM

LAND DESCRIPTION

Lot 1201A on Plan of Subdivision 744026G.

PARENT TITLES :

Volume 12010 Folio 413 Volume 12017 Folio 148

Created by instrument PS744026G 30/01/2024

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

BHASKAR RAJU KUSAMPUDI of APARTMENT 1201 294A BELL STREET HEIDELBERG WEST
VIC 3081
AX752647E 21/02/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX752648C 21/02/2024

WELL NIGH CAPITAL FUNDING NO 1 PTY LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AV211405S 10/01/2022

DIAGRAM LOCATION

SEE PS744026G 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: APARTMENT 1 LEVEL 12 294A BELL STREET HEIDELBERG WEST VIC 3081

ADMINISTRATIVE NOTICES

NIL

eCT Control 17125H GADENS LAWYERS
Effective from 21/02/2024

OWNERS CORPORATIONS

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

Page 2 of 2

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS744026G
OWNERS CORPORATION 2 PLAN NO. PS744026G

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	Plan
Document Identification	PS744026G
Number of Pages (excluding this cover sheet)	28
Document Assembled	04/07/2025 12:05

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.

Plan Number

PS 744026G

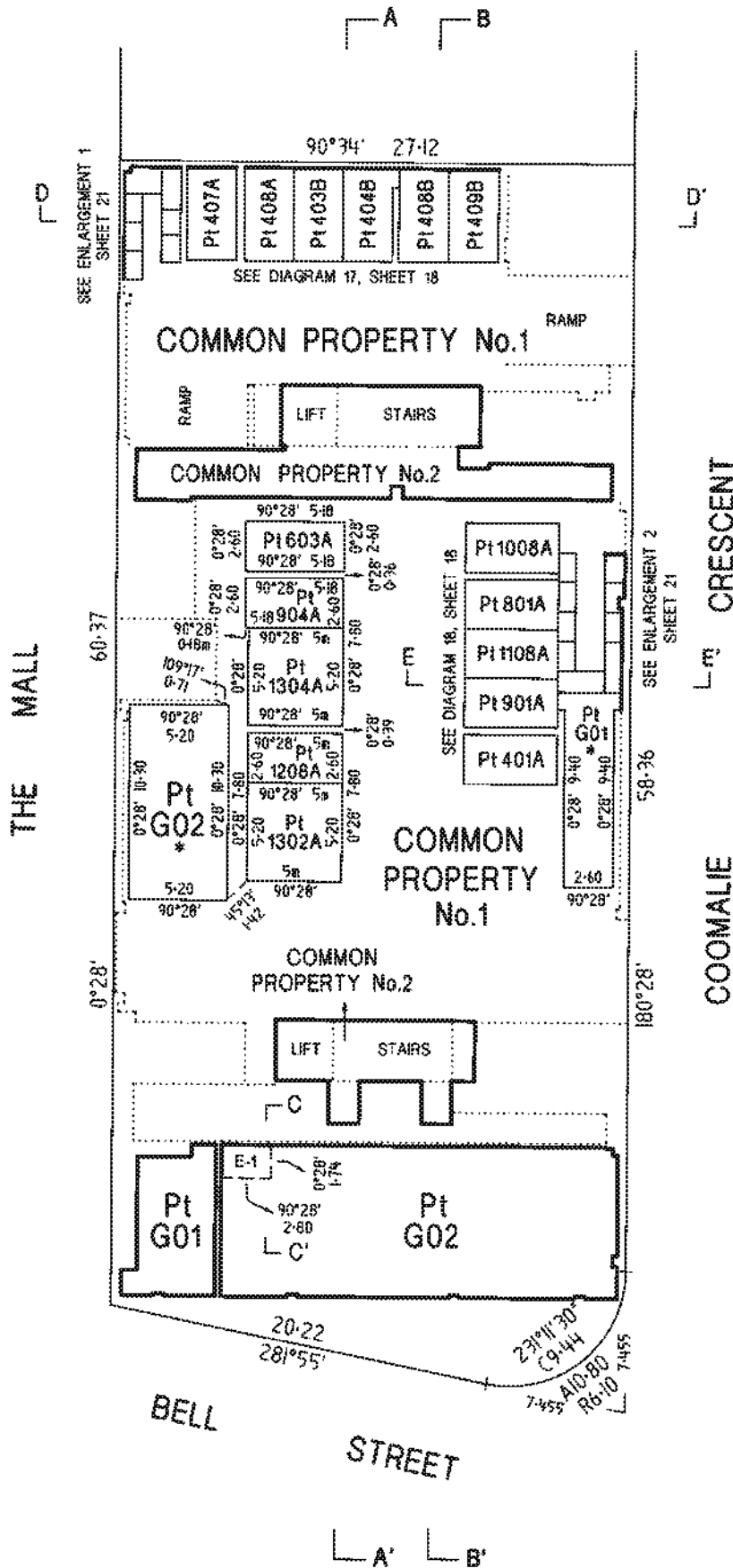
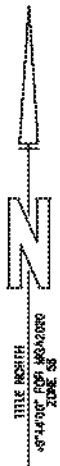


DIAGRAM 1
GROUND STOREY



SUITE 107/91 MURPHY STREET
RICHMOND 3121
POSTAL ADDRESS:
PO BOX 7, IVANHOE 3079
PHONE: (03) 9426 9944
EMAIL: mail@jrl.net.au

SURVEYORS REF:
15-253 & 24-047

ORIGINAL SHEET
SIZE: A3

SCALE
1:250

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

SHEET 2

LICENSED SURVEYOR: RYAN LANSFIELD
VERSION: S32 v1

Plan Number

PS 744026G

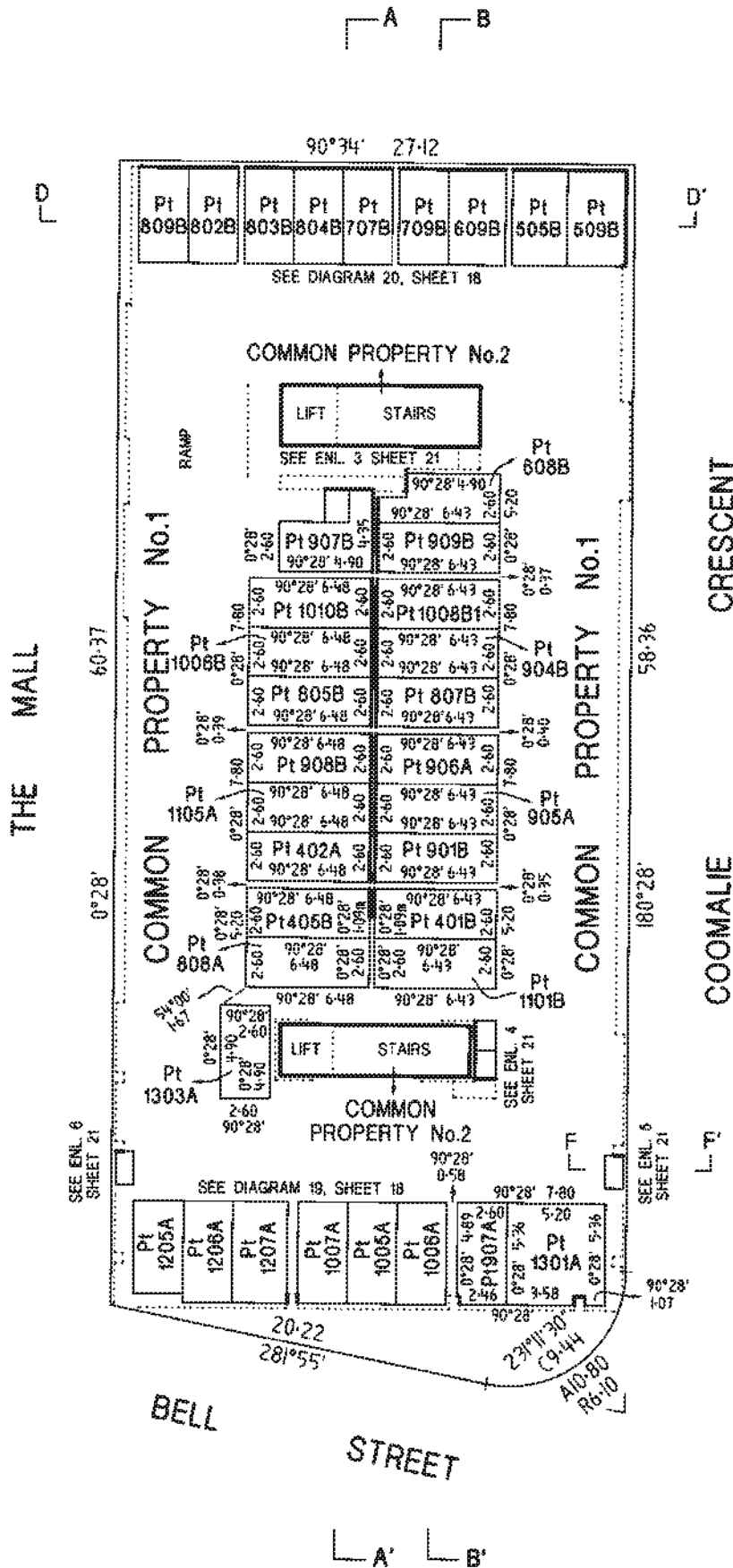


DIAGRAM 2
FIRST STOREY

Plan Number

PS 744026G

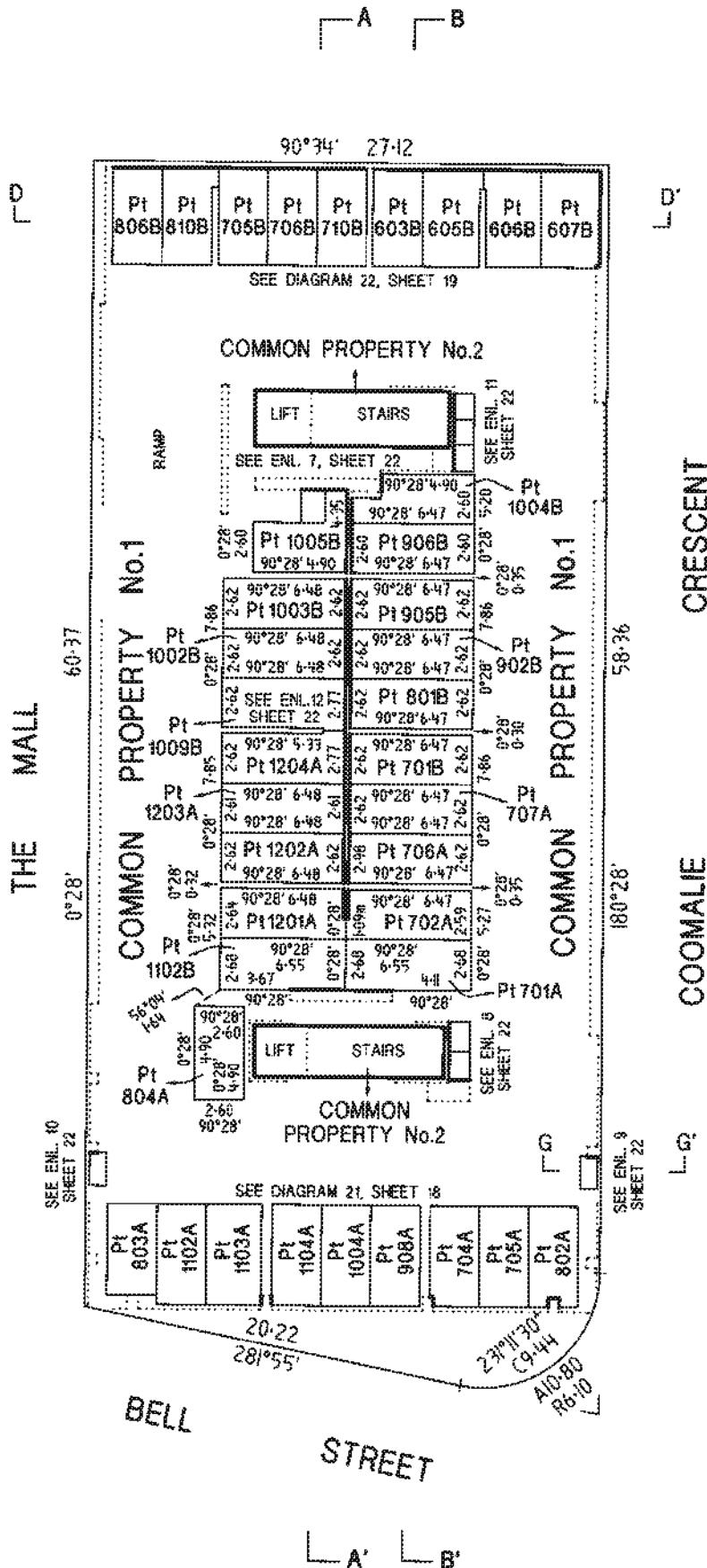


DIAGRAM 3
SECOND STOREY



SUITE 107/91 MURPHY STREET
RICHMOND 3121
POSTAL ADDRESS:
PO BOX 7, IVANHOE 3079
PHONE: (03) 9426 9944
EMAIL: mail@jrl.net.au

SURVEYORS REF:
15-253 & 24-047

ORIGINAL SHEET
SIZE: A3

SCALE
1:250

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

SHEET 4

LICENSED SURVEYOR: RYAN LANSFIELD
VERSION: S32 v1

Plan Number

PS 744026G

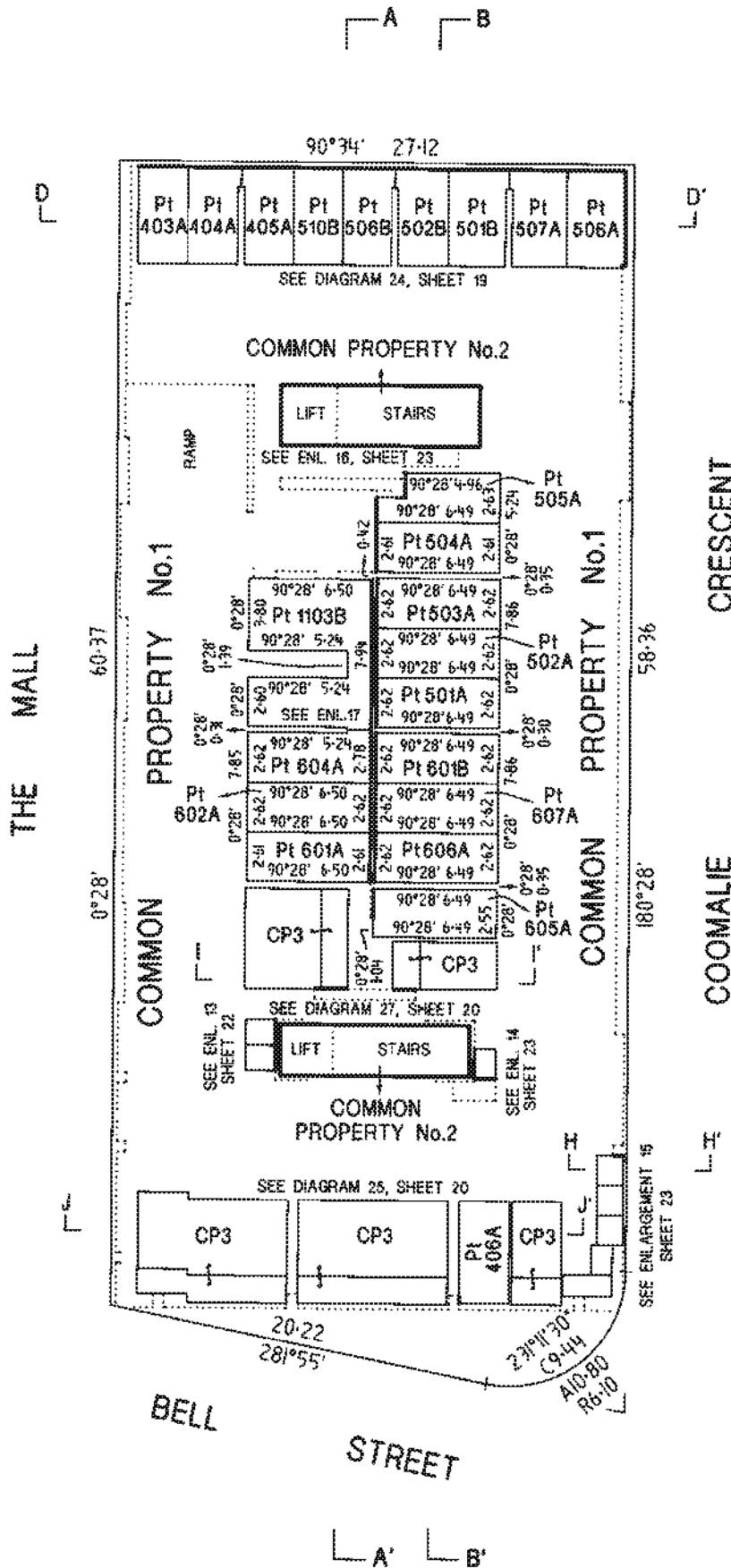


DIAGRAM 5
UPPER THIRD STOREY

15-253 & 24-047

JRL
LAND SURVEYORS

SUITE 107/91 MURPHY STREET
RICHMOND 3121
POSTAL ADDRESS:
PO BOX 7, IVANHOE 3079
PHONE: (03) 9426 9944
EMAIL: mail@jrl.net.au

SURVEYORS REF:
15-253 & 24-047

ORIGINAL SHEET
SIZE: A3

SCALE
1:250

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

SHEET 6

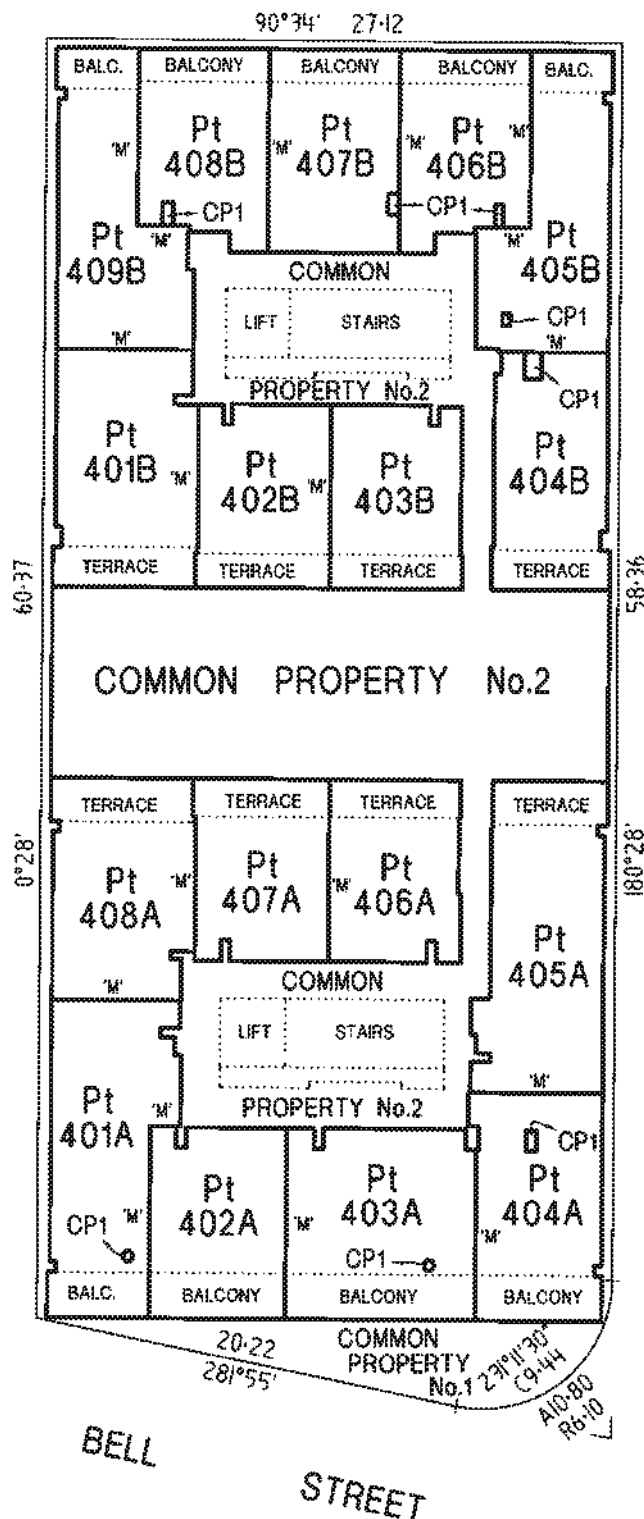
LICENSED SURVEYOR: RYAN LANSFIELD
VERSION: S32 v1

Plan Number

PS 744026G



THE MALL



CRESCENT

COOMALIE

DIAGRAM 6
FOURTH STOREY

Plan Number

PS 744026G



THE MALL

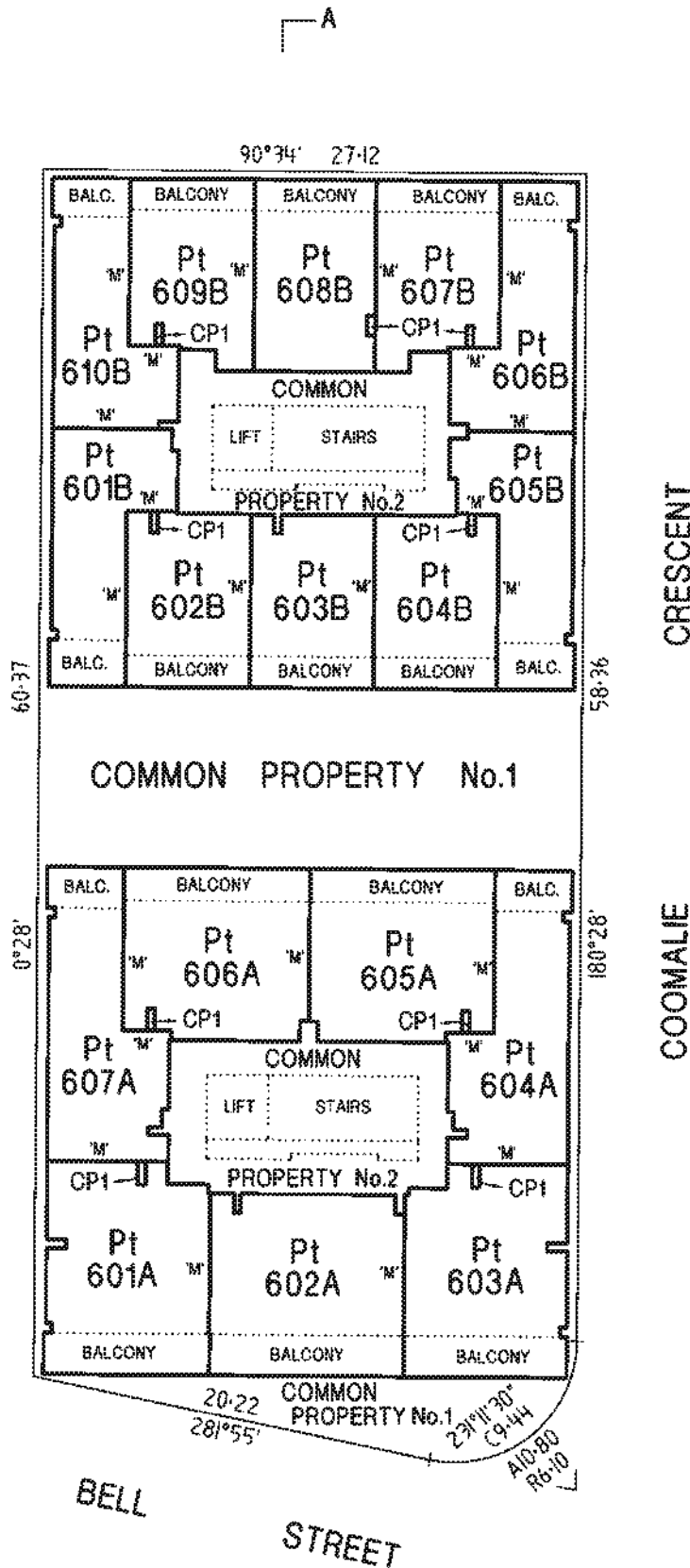


DIAGRAM 8
SIXTH STOREY

Plan Number

PS 744026G

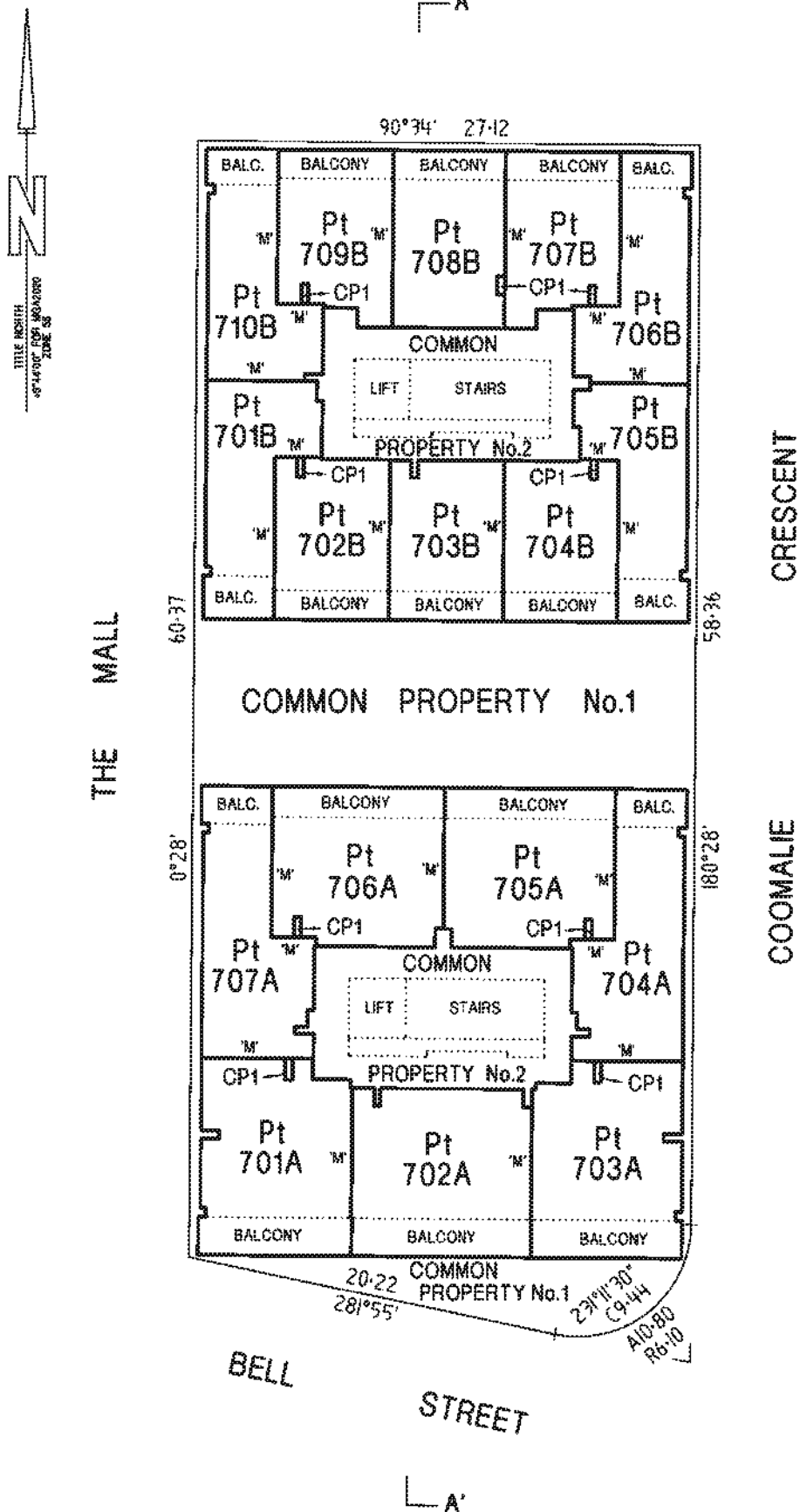


DIAGRAM 9
SEVENTH STOREY

Plan Number

PS 744026G



THE MALL

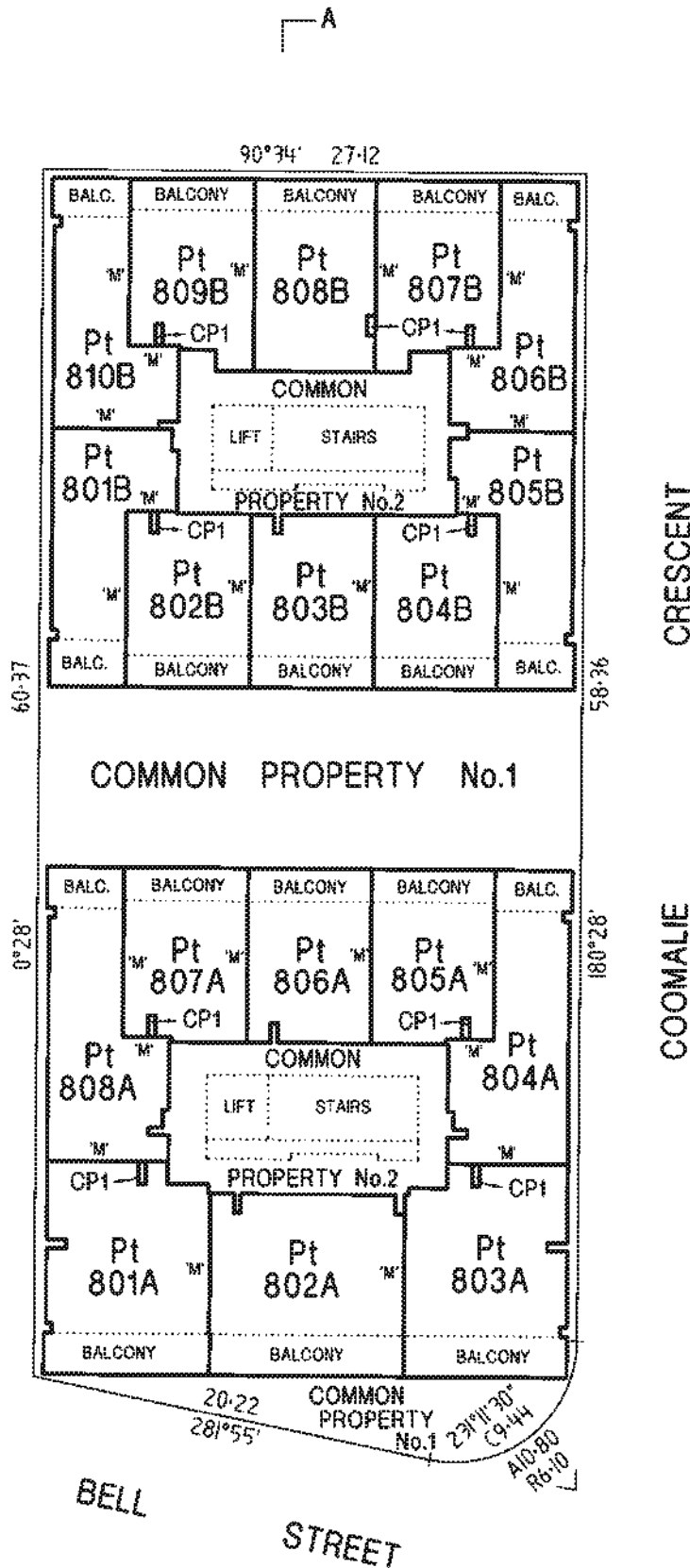


DIAGRAM 10
EIGHTH STOREY

Plan Number

PS 744026G



THE MALL

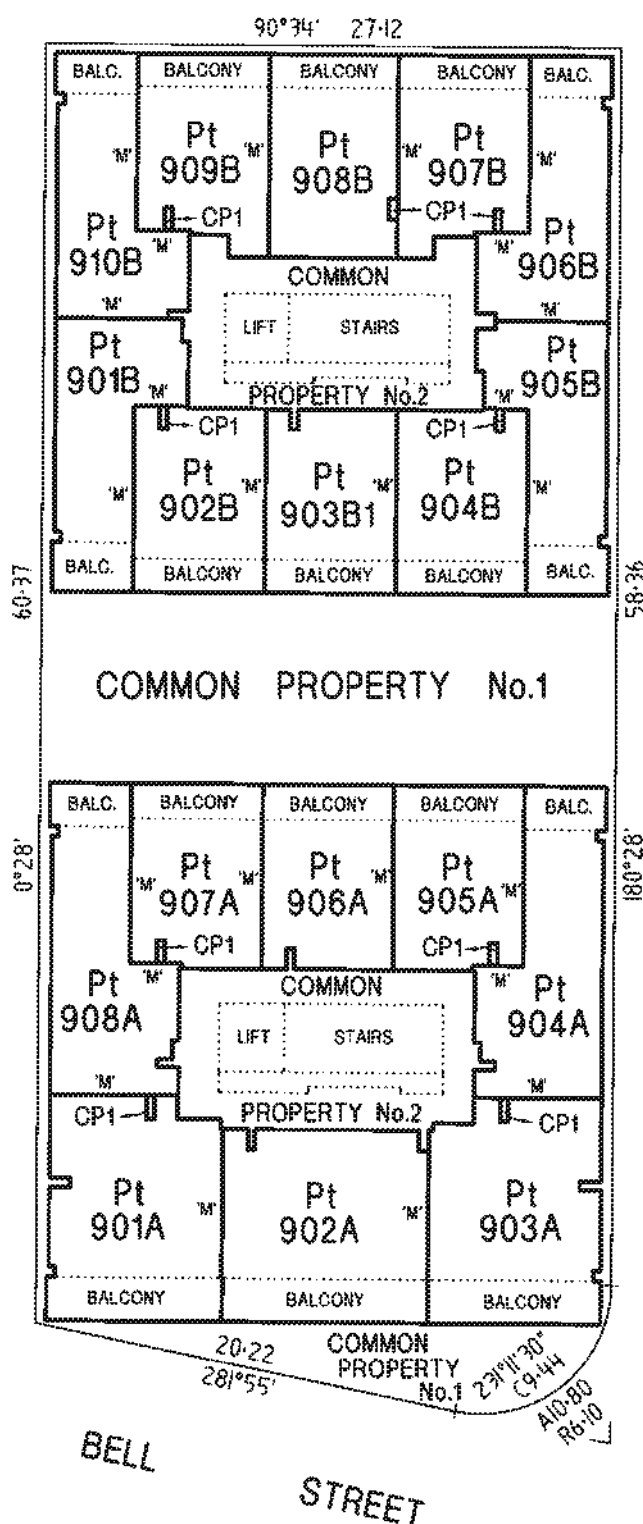


DIAGRAM 11
NINTH STOREY

Plan Number

PS 744026G



THE MALL

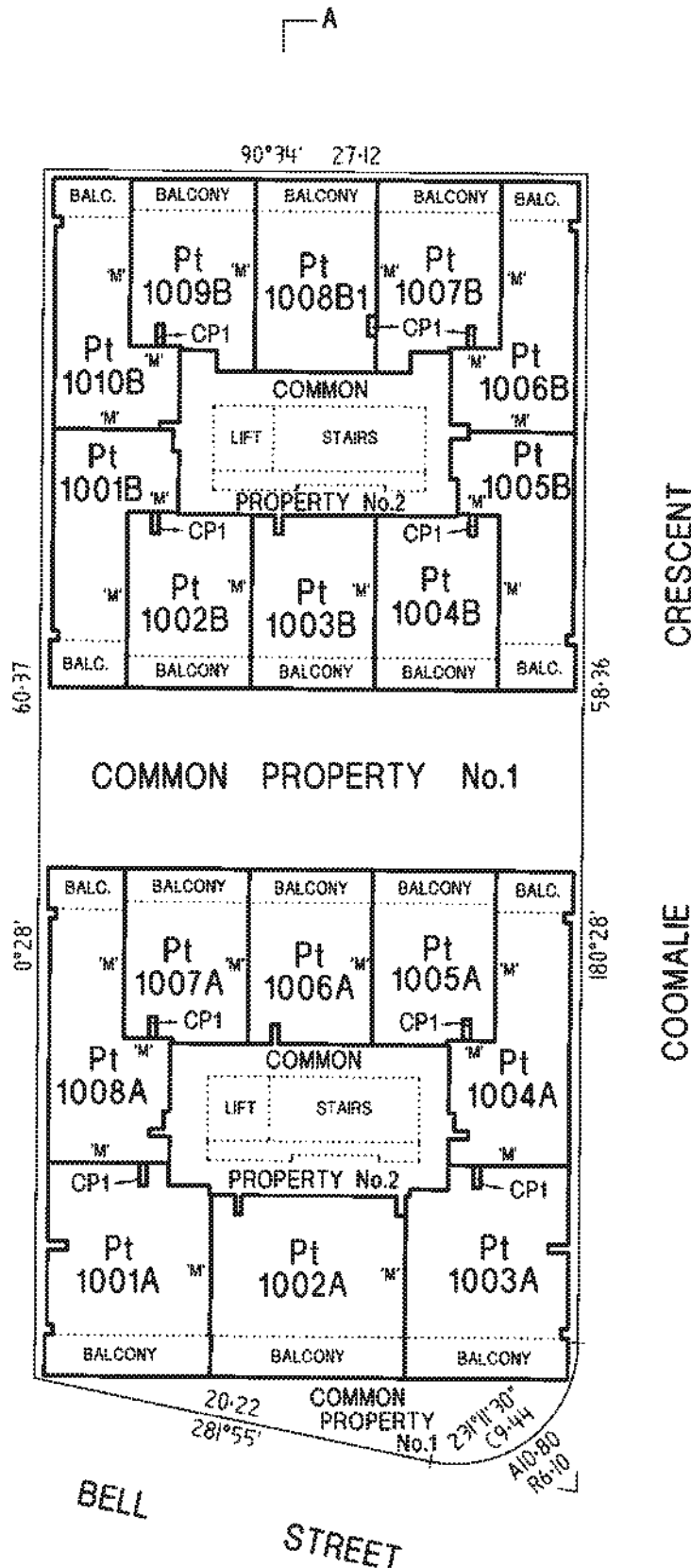


DIAGRAM 12
TENTH STOREY

Plan Number

PS 744026G

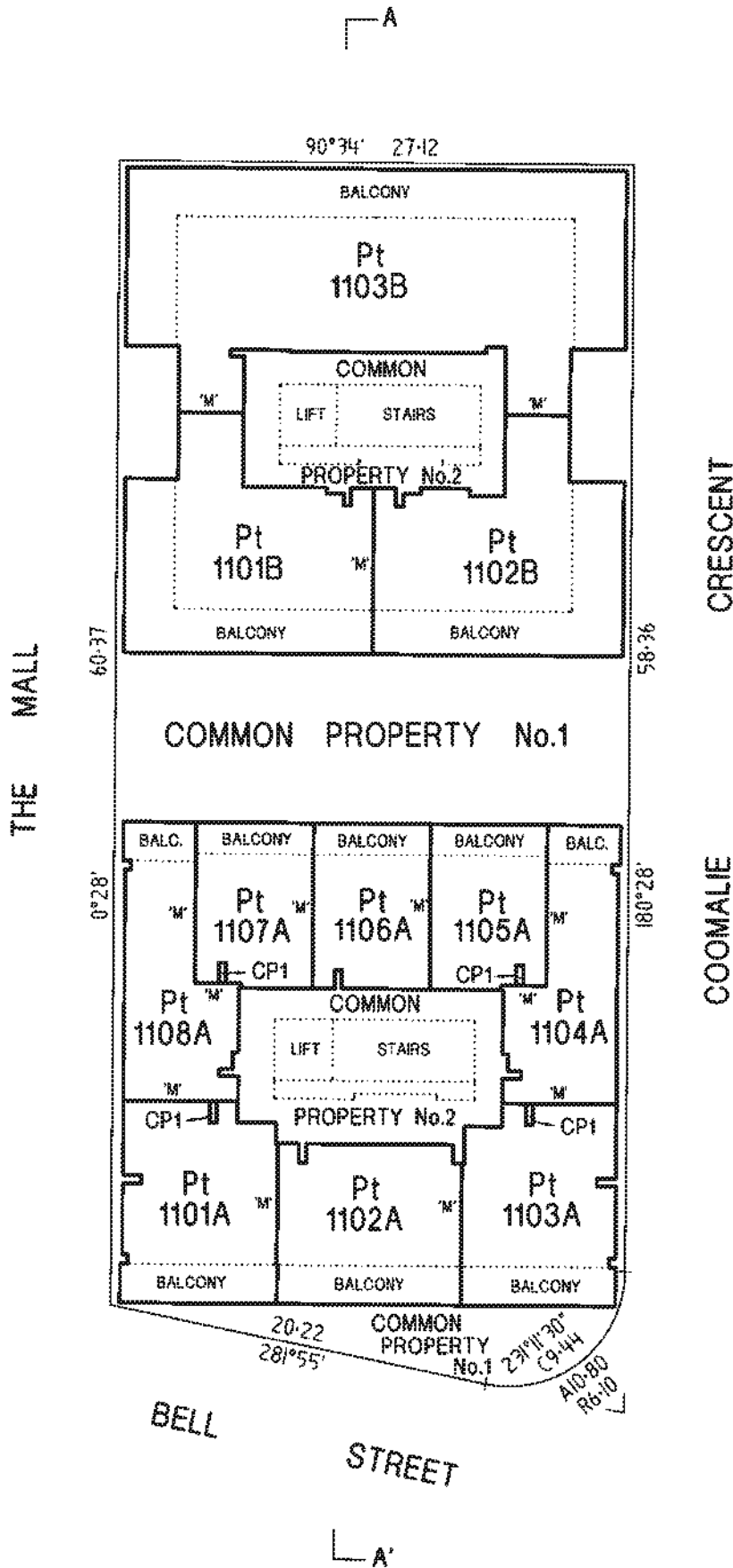
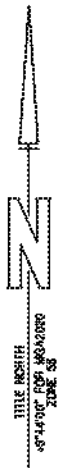


DIAGRAM 13
ELEVENTH STOREY

Plan Number

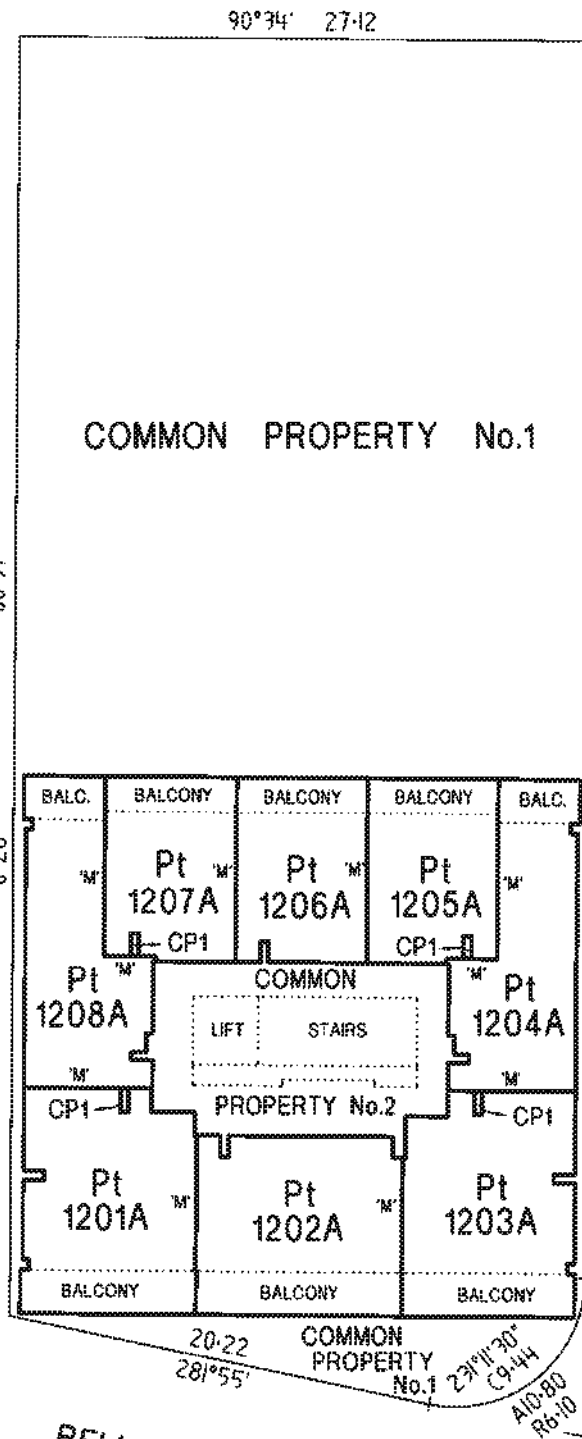
PS 744026G



THE MALL

60.37

0°28'



CRESCENT

COOMALIE

58.36

180°28'

BELL

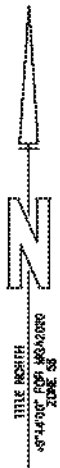
STREET

DIAGRAM 14
TWELFTH STOREY

A'

Plan Number

PS 744026G



THE MALL

60.37

0°28'

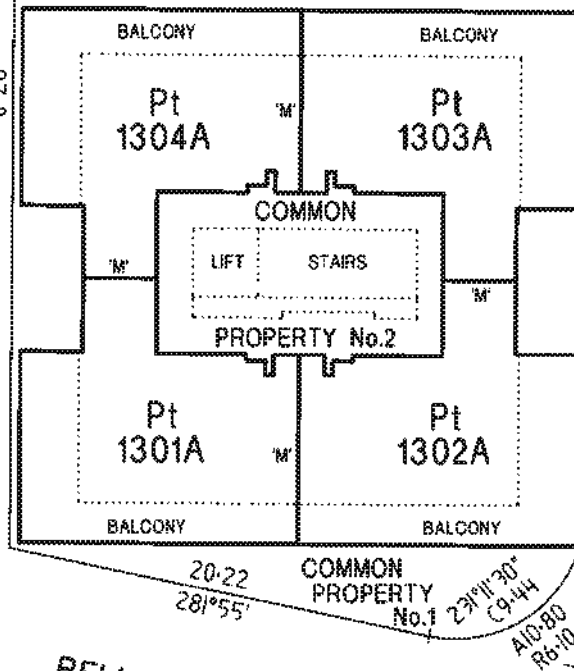
90°34' 27.12

COMMON PROPERTY No.1

58.36

CRESCENT

COOMALIE



BELL

STREET

A'

DIAGRAM 15
THIRTEENTH STOREY

JRL
LAND SURVEYORS

SUITE 107/91 MURPHY STREET
RICHMOND 3121
POSTAL ADDRESS:
PO BOX 7, IVANHOE 3079
PHONE: (03) 9426 9944
EMAIL: mail@jrl.net.au

SURVEYORS REF:
15-253 & 24-047

ORIGINAL SHEET
SIZE: A3

SCALE
1:250

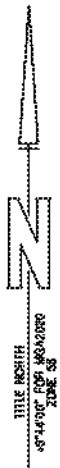
2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

SHEET 15

LICENSED SURVEYOR: RYAN LANSFIELD
VERSION: S32 v1

Plan Number

PS 744026G



THE MALL

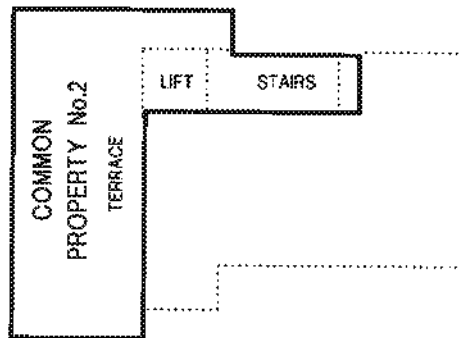
0°28' 60.37

COMMON PROPERTY No.1

90°34' 27.12

180°28' 58.36

CRESCENT
COOMALIE



BELL

STREET

20.22
281°55'

231°11'30"
C9.44
A10.80
R6.10

DIAGRAM 16
TOPMOST STOREY

A'

JRL
LAND SURVEYORS

SUITE 107/91 MURPHY STREET
RICHMOND 3121
POSTAL ADDRESS:
PO BOX 7, IVANHOE 3079
PHONE: (03) 9426 9944
EMAIL: mail@jrl.net.au

SURVEYORS REF:
15-253 & 24-047

ORIGINAL SHEET
SIZE: A3

SCALE
1:250

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

SHEET 17

LICENSED SURVEYOR: RYAN LANSFIELD
VERSION: S32 v1

Plan Number

PS 744026G

DIAGRAM 18

NOT TO SCALE

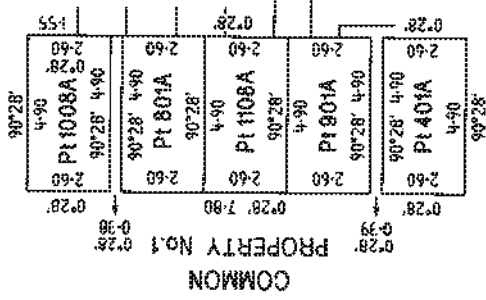


DIAGRAM 17

NOT TO SCALE

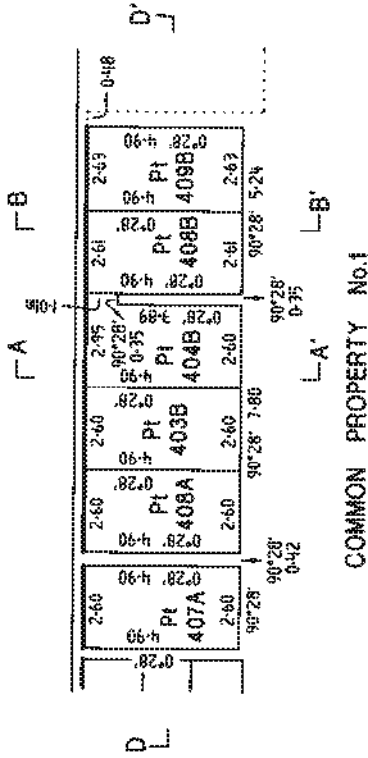


DIAGRAM 19

NOT TO SCALE

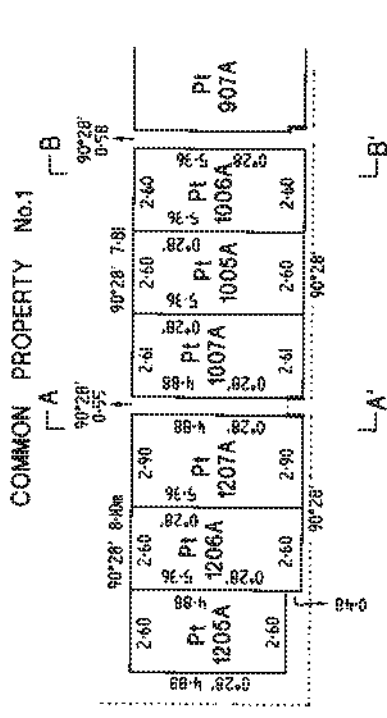


DIAGRAM 20

NOT TO SCALE

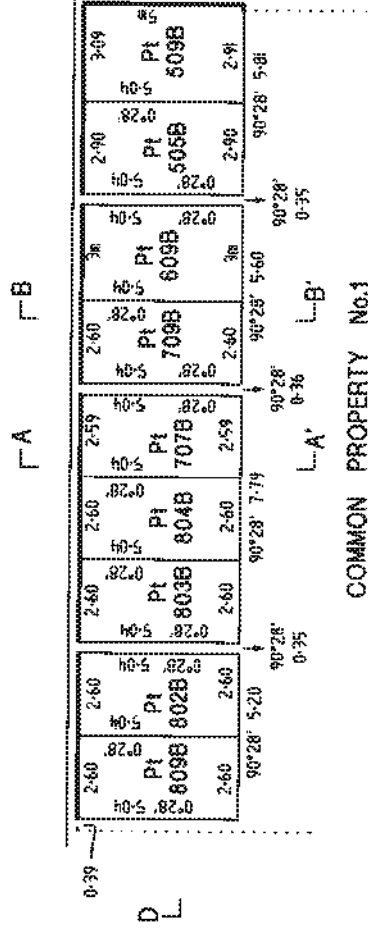
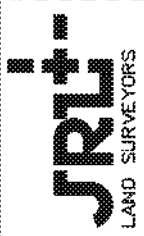
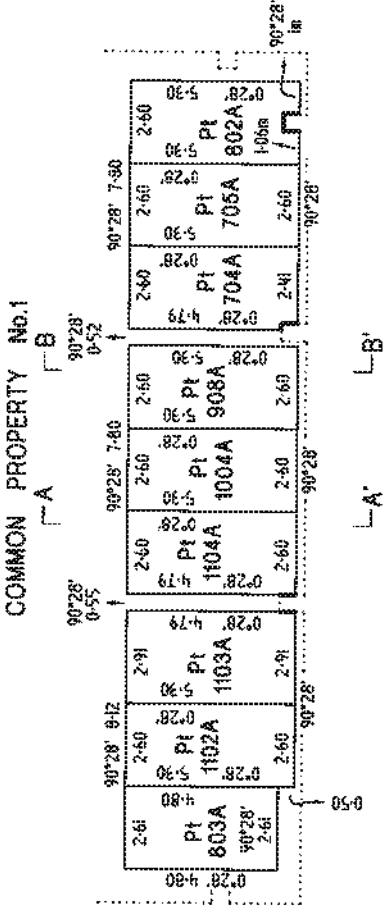


DIAGRAM 21

NOT TO SCALE



SUITE 107/81 MURPHY STREET
RICHMOND 3121
POSTAL ADDRESS:
PO BOX 7, IVANHOE 3079
PHONE: 03 9425 9944
EMAIL: mail@jrl.net.au

SURVEYORS REF:
15-253 & 24-047

ORIGINAL SHEET
SIZE: A3

SCALE
NTS

LENGTHS ARE IN METRES

SHEET 18

LICENSED SURVEYOR: RYAN LANSFIELD
VERSION: S32 v1

Plan Number

PS 744026G

DIAGRAM 22

NOT TO SCALE

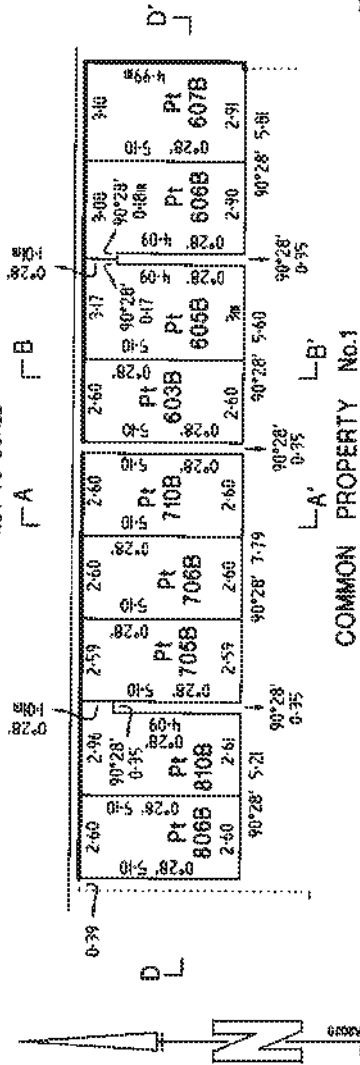


DIAGRAM 24

NOT TO SCALE

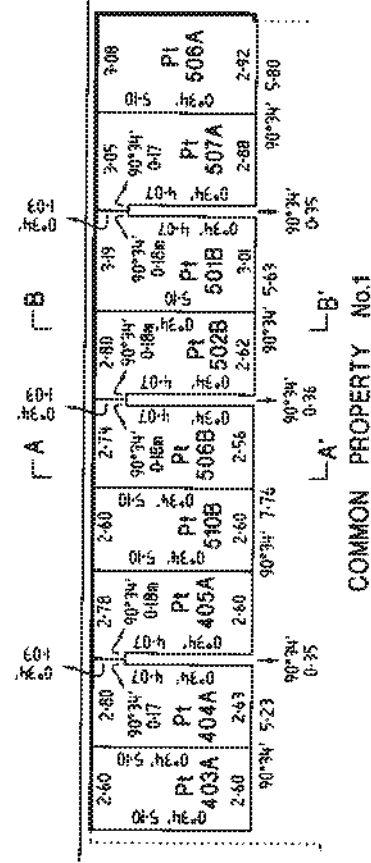
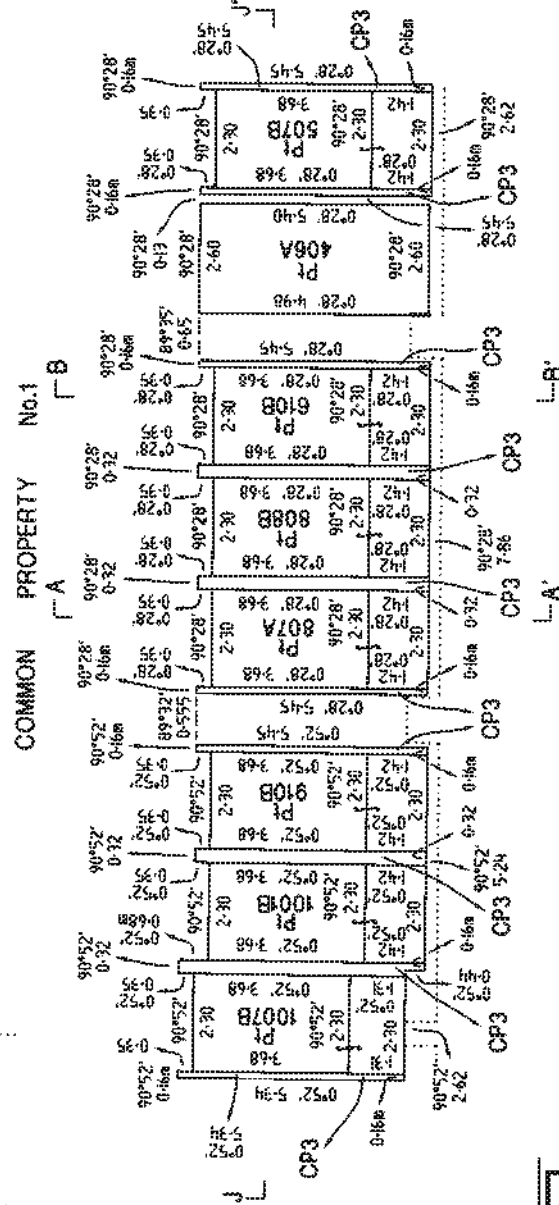


DIAGRAM 23

NOT TO SCALE



SUITE 107/81 MURPHY STREET
RICHMOND 3121
POSTAL ADDRESS:
PO BOX 7, IVANHOE 3079
PHONE: (03) 9425 9944
EMAIL: mail@jlnet.au



SURVEYOR'S REF: 15-253 & 24-047	ORIGINAL SHEET SIZE: A3	S
------------------------------------	----------------------------	---

LICENSED SURVEYOR: RYAN LANSFIELD
VERSION: S32 v1

LENGTHS ARE IN METRES

Plan Number

PS 744026G

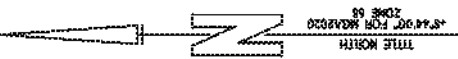


DIAGRAM 25

NOT TO SCALE

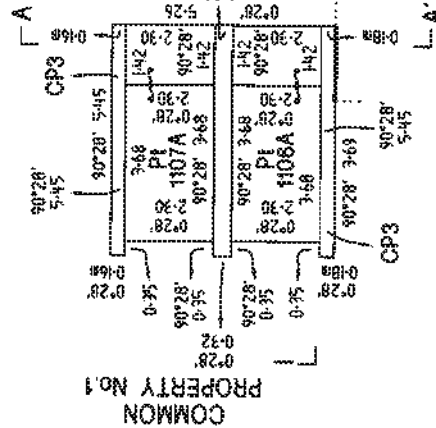
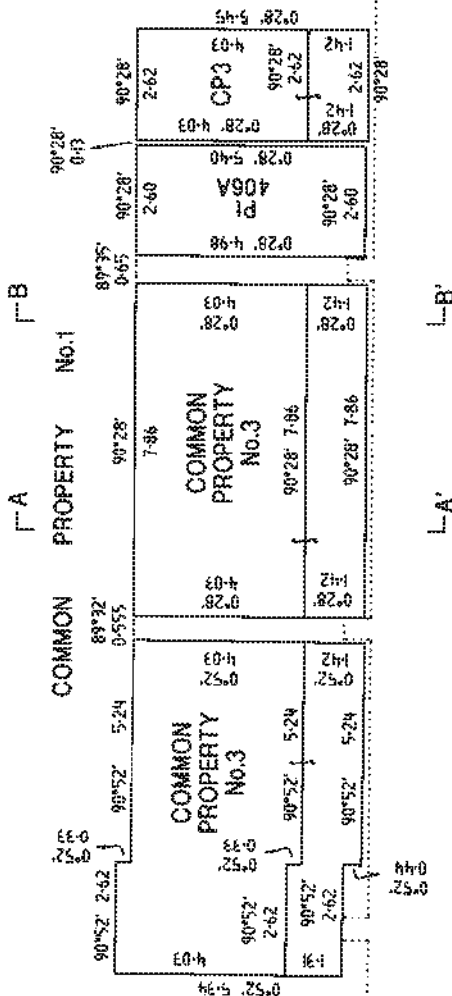


DIAGRAM 26

NOT TO SCALE

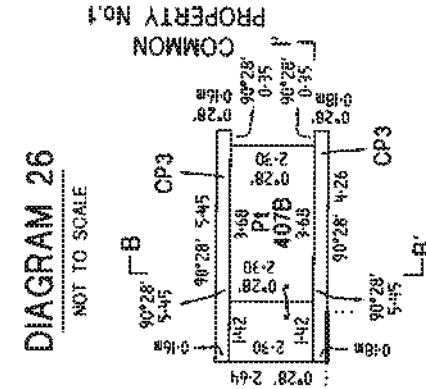
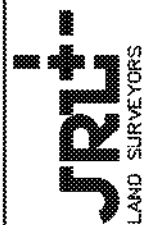
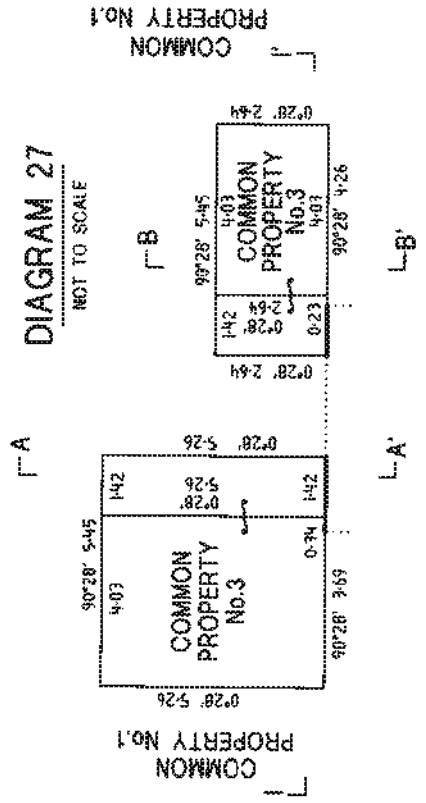


DIAGRAM 27

NOT TO SCALE



SUITE 107/81 MURPHY STREET
RICHMOND 3121
POSTAL ADDRESS:
PO BOX 7, IVANHOE 3079
PHONE: 031 9425 9944
EMAIL: mail@jrl.net.au

SURVEYORS REF:
15-253 & 24-047

SCALE
NTS

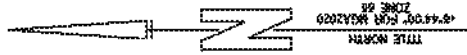
ORIGINAL SHEET
SIZE: A3

SHEET 20

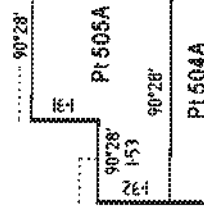
LICENSED SURVEYOR: RYAN LANSFIELD
VERSION:
S32 v1

Plan Number

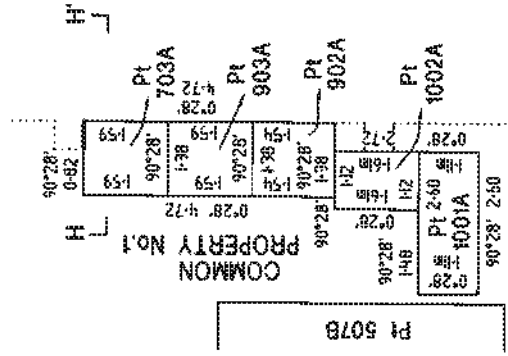
PS 744026G



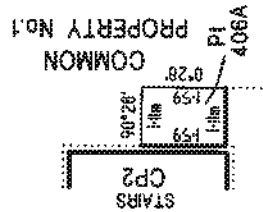
ENLARGEMENT 16
NOT TO SCALE



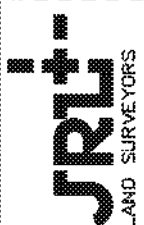
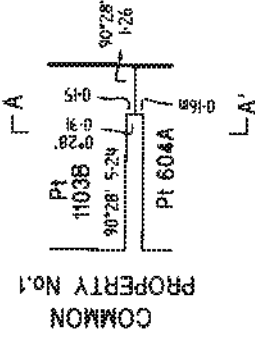
ENLARGEMENT 15
NOT TO SCALE



ENLARGEMENT 14
NOT TO SCALE



ENLARGEMENT 17
NOT TO SCALE



SUITE 107/81 MURPHY STREET
RICHMOND 3121
POSTAL ADDRESS:
PO BOX 7, IVANHOE 3079
PHONE: (03) 9425 9944
EMAIL: mail@jrl.net.au

SURVEYORS REF:
15-253 & 24-047

ORIGINAL SHEET
SIZE: A3

SCALE
NTS

LICENSED SURVEYOR: RYAN LANSFIELD
VERSION: S32 v1

SHEET 23

Plan Number

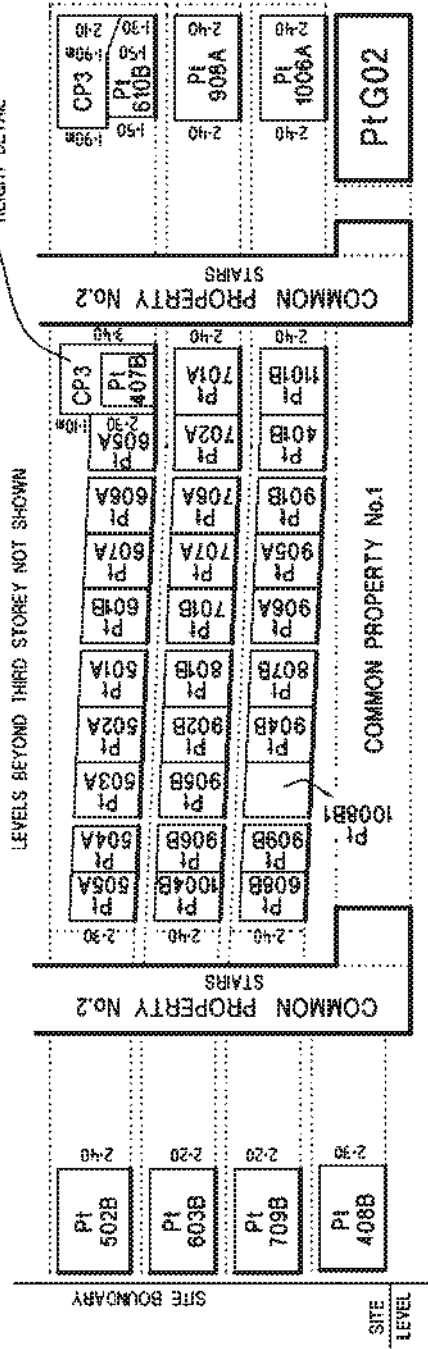
PS 74026G

DIAGRAM 29

.....
CROSS SECTION B-B'

SEE DIAGRAM 36 & 37
CROSS SECTION "I" & "J"
FOR TYPICAL
HEIGHT DETAIL

MARKS ON AROUND THIRD STOREY NOT SHOWN

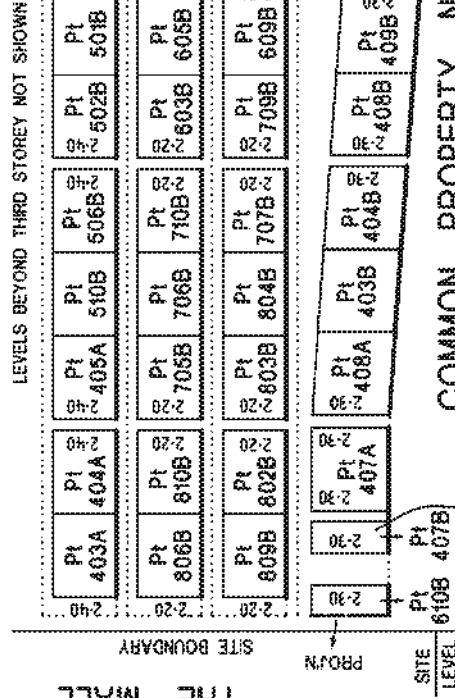


COMMON PROPERTY No. 1

DIAGRAM 31

CROSS SECTION D-D'

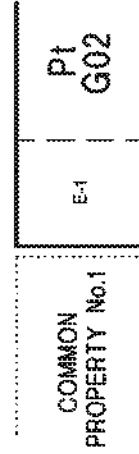
LEVELS BEYOND THIRD STOREY NOT SHOWN



TYPICAL FOR 708B, 508B, 507B, 407A
& 406B AT THIS LEVEL

DIAGNOSIS

CROSS SECTION C-C




GROUND STOREY
SEE DIAGRAM 1, SHEET 2

COMMON
PROPERTY No.1

23

COMMON PROPERTY No. 1

SUITE 107/91 MURPHY STREET
RICHMOND 3121
POSTAL ADDRESS:
PO BOX 7, IVANHOE 3079
PHONE: (03) 9425 9944
EMAIL: mail@rlinet.au



SURVEYORS REF: 15-253 & 24-047	ORIGINAL SHEET SIZE: A3	S
-----------------------------------	----------------------------	---

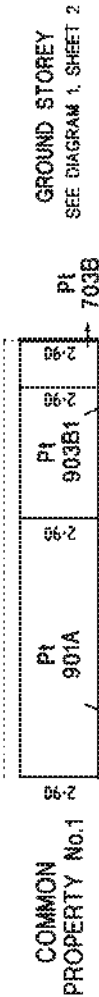
LICENSED SURVEYOR: RYAN LANSFIELD
VERSION: S32 v1

LENGTHS ARE IN METRES

SHEET 25

Plan Number
PS 744026G

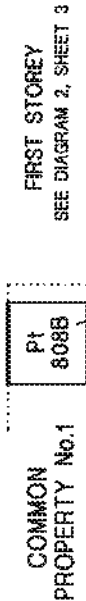
DIAGRAM 32
CROSS SECTION E-E'



TYPICAL FOR 1008A, 804A, 1108A & 401A
AT THIS LEVEL, AND G01 MARKED WITH *

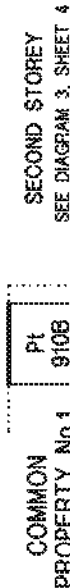
TYPICAL FOR 402B, 503B, 504B, 602B, 805A, 702B,
& 604B AT THIS LEVEL, SHOWN ON ENLARGEMENT 2 ONLY.

DIAGRAM 33
CROSS SECTION F-F'



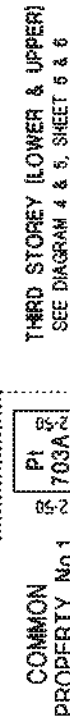
TYPICAL FOR 807A, 907A & 1203A SHOWN IN
ENLARGEMENT 4 AND ENLARGEMENT 6 ONLY

DIAGRAM 34
CROSS SECTION G-G'



TYPICAL FOR 1001B, 704A, 804A, 1107A, 1106A & 1007B
AT THIS LEVEL AND SHOWN IN ENLARGEMENTS 8, 10 & 11 ONLY

DIAGRAM 35
CROSS SECTION H-H'



TYPICAL FOR 903A, 902A, 1002A, 1001A, 1101A, 1003A & 406A
AT THIS LEVEL AND SHOWN IN ENLARGEMENTS 13, 14 & 15 ONLY

JRL
LAND SURVEYORS

SUITE 107/91 MURPHY STREET
RICHMOND 3121
POSTAL ADDRESS:
PO BOX 7, IVANHOE 3079
PHONE: (03) 9425 9944
EMAIL: mail@jrl.net.au

SURVEYORS REF: 15-253 & 24-047	ORIGINAL SHEET SIZE: A3	SCALE NTS	LENGTHS ARE IN METRES	SHEET 25
LICENSED SURVEYOR: RYAN LANSFIELD VERSION: S32 v1				

Plan Number

PS 744026G

DIAGRAM 36

CROSS SECTION H:

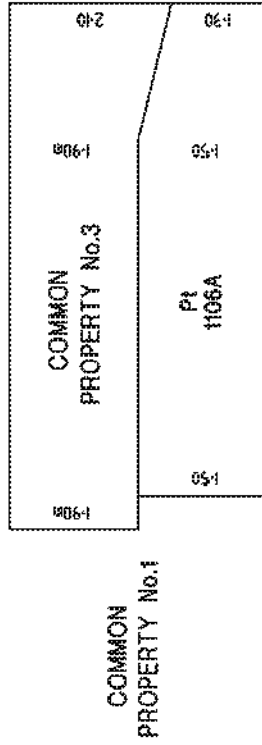
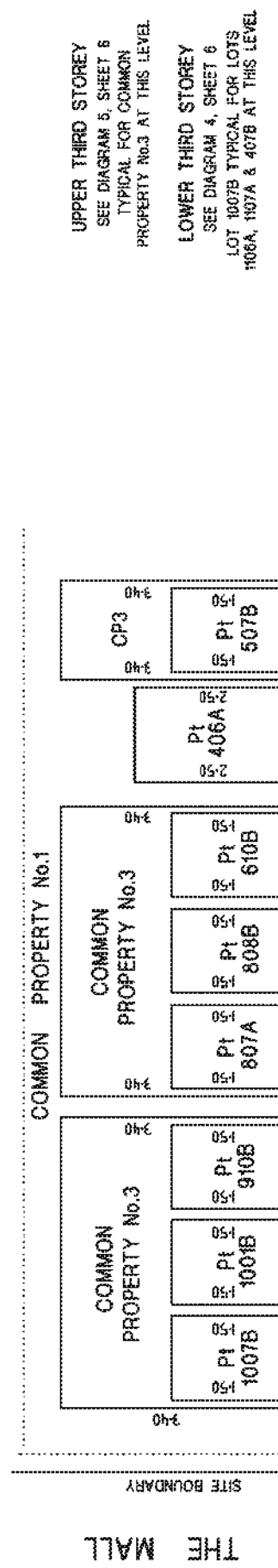


DIAGRAM 37

CROSS SECTION J-J



SUITE 107/81 MURPHY STREET
RICHMOND 3121
POSTAL ADDRESS:
PO BOX 7, IVANHOE 3079
PHONE: (03) 9425 9944
EMAIL: mail@rfind.au



SURVEYORS REF:
15-253 & 24-047

ORIGINAL SHEET
SIZE: A3

SIN
SCALE

SURVEYORS REF: 15-253 & 24-047	ORIGINAL SHEET SIZE: A3	S
-----------------------------------	----------------------------	---

LICENSED SURVEYOR: RYAN LANSFIELD

VERSION: S32 v1

LENGTHS ARE IN METRES

SHEET 27

12.133HS

[illegible]



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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 04/07/2025 12:05:30 PM

Status	Registered	Dealing Number	AV211405S
Date and Time Lodged	10/01/2022 07:26:48 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM:S173LC: 8661395

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or Interest

FEE SIMPLE

Land Title Reference

12017/148

Instrument and/or legislation

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

Applicant(s)

Name	BANYULE CITY COUNCIL
Address	
Street Number	1
Street Name	FLINTOFF
Street Type	STREET
Locality	GREENSBOROUGH
State	VIC
Postcode	3088

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	BANYULE CITY COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	10 JANUARY 2022

File Notes:

NIL

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

Statement End.



Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AV211405S
Number of Pages (excluding this cover sheet)	13
Document Assembled	04/07/2025 12:05

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.



Section 173 Agreement

BETWEEN

Banyule City Council

AND

Bell Street Project Pty Ltd ACN 609 146 018

PROPERTY:

294 Bell Street, Heidelberg West, Victoria 3081

MILLS OAKLEY

Level 6, 530 Collins Street

MELBOURNE VIC 3000

Telephone: +61 3 9670 9111

Facsimile: +61 3 9605 0933

DX 558, MELBOURNE

www.millsoakley.com.au

Ref: JCP/6014872

Table of Contents

Table of Contents.....	i
Parties 1	
Background	1
Terms and Conditions	1
1 Definitions.....	1
2 Interpretation	2
3 Agreement Under Section 173 of the Act	3
4 Agreement runs with the Land	3
5 Planning Objectives	3
6 Binding Covenants.....	3
7 Successors in Title.....	3
8 Covenants of Owner.....	3
9 Costs	4
10 Default of Owner.....	5
11 Interest and Charge.....	5
12 Notices	5
13 Owner's Acknowledgment.....	6
14 Miscellaneous.....	6
Schedule 1	8
Execution Pages	9
Mortgagee's Consent.....	11

Parties

Banyule City Council ABN 16 456 814 549
of 1 Flintoff Street, Greensborough, Victoria 3088

("Council")

Bell Street Project Pty Ltd ACN 609 146 018
of c/o Mills Oakley, Level 6, 530 Collins Street, Melbourne Victoria 3000

("Owner")

Background

- A. The Council is the responsible authority for the administration of the Scheme pursuant to the provisions of the Act.
- B. The Owner is or is entitled to become the registered proprietor of the Land.
- C. The Permit allows the use or development referred to in Item 4 of the Schedule.
- D. Under condition 27 of the Permit, the Levies must be paid to Council prior to the issue of a Building Permit for any building or any works approved by the Permit.
- E. The Owner submitted a request to Council to defer the Levies payment to after the issue of a Building Permit. The deferral request was approved in principle, under delegation, on 4 June 2021.
- F. Council's Representative confirmed approval of the deferral request in an email to the Owner's representative dated 22 July 2021.
- G. In consideration of the approved deferral, the parties agree that, despite condition 27 of the Permit, the Levies do not need to be paid prior to the issue of a Building Permit for any building or any works approved by the Permit, but must be paid prior to the issue of a Certificate of Occupancy, or a Statement of Compliance for any subdivision of the building authorised under the Permit, whichever is the earlier event.
- H. The parties enter into this Agreement under Section 173 of the Act.
- I. This Agreement addresses payment of the Levies.
- J. The Land is encumbered by a mortgage, details of which are referred to in Item 5 of the Schedule. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Land.

Terms and Conditions

1 Definitions

- 1.1 In this Agreement (including the Recitals) the terms and words set out in this clause shall have the following meanings unless otherwise indicated by the context:
 - (a) **Act** means the *Planning and Environment Act 1987*.
 - (b) **Agreement** means this agreement entered into under Section 173 of the Act.
 - (c) **Building Permit** means a building permit issued under the *Building Act 1993* or any regulations or code made under the *Building Act 1993*.

- (d) **Certificate of Occupancy** means a certifier issued certificate under the *Building Act 1993*, certifying that that completed works are consistent with a Building Permit for any building or any works approved by the Permit.
- (e) **Commencement Date** means the date on which this Agreement commences and referred to in Item 6 of the Schedule.
- (f) **Council** means Banyule City Council, being the responsible authority for the administration of the Scheme pursuant to the provisions of the Act.
- (g) **Council's Representative** means the person referred to in Item 8 of the Schedule.
- (h) **Land** means the land described in Item 2 of the Schedule.
- (i) **Levies** means the Development Infrastructure Levy and Community Infrastructure Levy referred to in condition 27 of the Permit, that are payable to Council and in accordance with Schedule 1 of the Development Contribution Plan Overlay of the Scheme.
- (j) **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of the Land Titles Office as mortgagee of the Land or any part of it.
- (k) **Owner** means the person or persons entitled from time to time to be registered by the Registrar of the Land Titles Office as proprietor or proprietors of an estate in fee simple of the Land or any part of it.
- (l) **Permit** means the Planning Permit referred to in Item 3 of the Schedule.
- (m) **Planning Approval** shall mean and include any planning permit issued in accordance with the Act.
- (n) **Scheme** means the Banyule Planning Scheme.
- (o) **Statement of Compliance** means a Statement of Compliance issued under the Subdivision Act 1988.
- (p) **Termination Date** means the date or specified event referred to in Item 8 of the Schedule on which this Agreement shall end in accordance with Section 177 of the Act.

2 Interpretation

2.1 In this Agreement:

- (a) unless the context provides otherwise, the singular includes the plural and the plural includes the singular;
- (b) a reference to a gender includes a reference to each other gender;
- (c) a reference to a person includes a reference to a firm, corporation or other corporate body;
- (d) if the Owner is more than one person this Agreement binds them jointly and each of them severally;
- (e) a reference to legislation includes a modification or re-enactment of it, a legislative provision substituted for it or amendment of it, and a regulation or statutory instrument issued under it;

- (f) all headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement;
- (g) the Recitals to this Agreement are and will be deemed to form part of this Agreement;
- (h) any reference in this Agreement to the Council includes its agents, officers, employees, servants, workers and contractors.

3 Agreement Under Section 173 of the Act

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

4 Agreement runs with the Land

- 4.1 This Agreement shall be deemed to come into force and effect as from the Commencement Date and the benefit and burden of this Agreement shall run with and be annexed to the Land.

5 Planning Objectives

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

6 Binding Covenants

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

7 Successors in Title

- 7.1 Without limiting the operation or effect which this Agreement has, the Owner shall until such time as a memorandum of this Agreement is registered on the title to the Land ensure that the Owner's successors in title:
- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement;
 - (b) execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

8 Covenants of Owner

- 8.1 The Owner covenants and agrees that:

- (a) the Levies are payable by the Owner to Council prior to the issue of a Certificate of Occupancy or a Statement of Compliance for any subdivision of the building authorised under the Permit, whichever is the earlier event;
- (b) any Building Permit issued for any building or any works approved by the Permit, must contain a condition requiring the Levies to be paid before an Certificate of Occupancy can be issued, if the Levies remain outstanding;
- (c) the Owner is not aware of any mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land not disclosed by the usual searches or notified to the Council;
- (d) the Owner is not aware that any part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in Section 42 of the Transfer of Land Act 1958;
- (e) it will do all things reasonably necessary including the signing of any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants, agreements and obligations under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings;
- (f) it consents to the Council making application to the Registrar of the Land Titles Office to make a recording of this Agreement in the Register on the folio of the Register which relates to the Land in accordance with Section 181 of the Act and do all things reasonably necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section;
- (g) it will indemnify and keep indemnified the Council and the Council's agents in relation to all costs, expenses, losses or damages whatsoever which the Council or its agents may sustain, incur or suffer or be or become liable for in respect of any suit, action, proceeding, judgment or claim brought by any person whatsoever arising from or referable to any material breach of this Agreement by the Owner. The indemnity under this clause is reduced proportionally to the extent the costs, expenses, losses or damages were caused by the Council.

9 Costs

9.1 With the exception of costs and expenses the Council would ordinarily incur in the performance of their statutory duties as a council, the Owner shall forthwith pay on demand to the Council the Council's reasonable costs and expenses including legal expenses of:

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

- (b) administration and supervision costs of the Council properly and reasonably incurred in relation to this Agreement except for administration and supervision which the Council is obliged to undertake pursuant to its statutory duties;
- (c) any request by the Owner for the Council's consent or approval where such consent or approval is required under any covenant, proviso, condition or agreement herein contained or implied immediately the Council shall have expended or incurred the same;
- (d) The Council must seek an estimate of the costs and expenses under this clause and must reasonably endeavour to seek the Owner's consent prior to incurring the costs or expenses.

10 Default of Owner

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

11 Interest and Charge

- 11.1 If:
- (a) any of the monies payable pursuant to this Agreement are not paid by the due date, after two 14-day written reminders, the amount then due and unpaid shall attract interest from the relevant due date until the date when such money is paid at the rate of interest from time to time which the Council may be authorised by legislation to charge as interest on any unpaid rates and charges. The rate of interest under this clause must not be greater than the interest rate fixed by the Attorney General under section 2 of the *Penalty Interest Rate Act 1983*;
 - (b) any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and unpaid costs and expenses of the Council and shall then be applied in repayment of the unpaid sum.

12 Notices

- 12.1 A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served at the address, telephone or facsimile details of the parties as set out in the Schedule:
- (a) by delivering it personally to that party;
 - (b) by sending it by email to that party;
 - (c) by sending it by prepaid post;
 - (d) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post,
- and notice or other communication is deemed served:
- (e) if delivered, on the next following business day;

- (f) if sent by email to the email address in the Schedule, when the email (including any attachment) becomes capable of being retrieved by the recipient party;
- (g) if sent by email to another email address of the recipient party, when the email comes to the attention of the recipient party or a person acting on its behalf;
- (h) if posted by express post, on the expiration of two business days after the date of posting;
- (i) if posted other than by express post, on the expiration of seven days after the date of posting;
- (j) if sent by facsimile, at the time recorded by the facsimile machine of the party receiving the transmission provided always that if the time recorded is after business hours, the time will be deemed to be 9.00am on the business day following the transmission.

13 Owner's Acknowledgment

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

14 Miscellaneous

14.1 Assignment

A party cannot assign or otherwise deal with this Agreement or any rights under this Agreement without the prior written consent of the other party.

14.2 Alterations

This Agreement may be altered only in writing signed by each party.

14.3 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

14.4 Further Assurance

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

14.5 No Waiver

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

14.6 Severability

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

14.7 Moratorium

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

14.8 Entire agreement

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements, understandings or communications between the parties in connection with its subject matter.

14.9 Governing Law

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

14.10 Ending of Agreement

This Agreement;

- (a) shall cease to operate on the Termination Date; and
- (b) as soon as reasonably practicable after the Agreement has ended the Council will at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183 (1) of the Act to cancel the recording of this Agreement on the Register.

Schedule 1

ITEM NO.	ISSUE	SPECIFICATION
1.	Owner	Bell Street Project Pty Ltd ACN 609 146 018
2.	Land description by address and Certificate of Title details	All of the land contained in certificate of title Volume 12017 Folio 148 known as 294 Bell Street, Heidelberg West Victoria 3081.
3.	Permit Number and date issued	P312/2010 issued by the Council on 31 January 2013 as amended on 8 January 2020.
4.	What the Permit allows	Building and works associated with a mixed use development (shops and apartments) and the use of the land for the purpose of dwellings, variation to the standard Banyule Planning Scheme requirements of clauses 52.06, 52.07 and 52.34 and alteration of access to a Road Zone Category 1.
5.	Mortgage details including name of Mortgagee, date mortgage registered and registered number	Payton Capital Ltd ACN 163 122 478 Mortgage No: AU432220F registered 8 June 2021
6.	Commencement date	The date of this Agreement
7.	Council's Representative is:	Joel Elbourne, Banyule City Council
8.	Termination date or specified event	By agreement between the parties.
9.	Address, phone, facsimile and email of Council	1 Flintoff Street, Greensborough, Victoria 3088 Ph: 03 9490 4222 Facsimile: 03 9499 9475 Email: joel.elbourne@banyule.vic.gov.au
10.	Address, phone, facsimile and email of Owner	c/o Mills Oakley, Level 6, 530 Collins Street, Melbourne Victoria 3000 Contact: Matthew Boxshall Ph: 03 9605 0929 Facsimile: 03 9605 0933 Email: mboxshall@millsoakley.com.au



Section 173 Agreement

Execution Pages

EXECUTED as a Deed on

20/10/

2021

By Council:

SIGNED SEALED AND DELIVERED on behalf)
of Banyule City Council ABN 16 456 814 549)
by David Moon, Development Planning)
Coordinator pursuant to the power delegated to)
him/her by an instrument of delegation dated 18)
August 2020

My identity has been verified by
Australia Post on 19 March 2019
Receipt No. 3339640425493

DocuSigned by:

Janet Redgrave

2F5B1E60109742A...

Signature of Witness Janet Redgrave

Name of Witness Janet Redgrave
(Please print)

DocuSigned by:

David Moon

713BE55C60E44B7...

Address of Witness
(Please print) 1 Flintoff Street, Greensborough

Signature Development Planning Coordinator

Occupation of Witness
(Please print)


Officer title



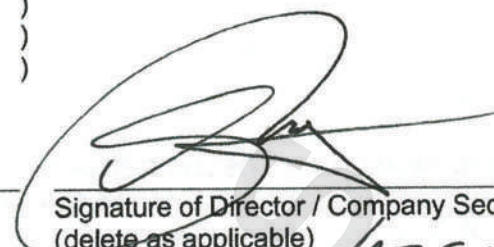
Section 173 Agreement

By the Owner:

Executed by **Bell Street Project Pty Ltd (ACN 609 146 018)** in accordance with section 127(1) of the *Corporations Act 2001*:


Signature of Director

Lawrence Barresi
Name of Director
(Please print)


Signature of Director / Company Secretary
(delete as applicable)

Christopher Bisset
Name of Director / Company Secretary
(Please print)

SIGNED by Bell Street Project Pty Ltd (ACN 609 146 018) by being signed by its duly authorised attorney pursuant to a Power of Attorney dated of which the attorney has not received notice of revocation:

Signature of Attorney

Name of Attorney
(Please print)



Mortgagee's Consent

Executed by Payton Capital Limited ACN 163 122)
478 in accordance with s 127(1) of the Corporations)
Act 2001)

A handwritten signature in black ink, appearing to be 'David Payton', written over a dotted line.

Signature of Director

David Payton

A handwritten signature in black ink, appearing to be 'Kelly Jarrett', written over a dotted line.

Signature of Director/Company Secretary

Kelly Jarrett



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: 04/07/2025 12:05:30 PM

OWNERS CORPORATION 1
PLAN NO. PS744026G

The land in PS744026G is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 3, Lots 401A, 401B, 402A, 402B, 403A, 403B, 404A, 404B, 405A, 405B, 406A, 406B, 407A, 407B, 408A, 408B, 409B, 501A, 501B, 502A, 502B, 503A, 503B, 504A, 504B, 505A, 505B, 506A, 506B, 507A, 507B, 508B, 509B, 510B, 601A, 601B, 602A, 602B, 603A, 603B, 604A, 604B, 605A, 605B, 606A, 606B, 607A, 607B, 608B, 609B, 610B, 701A, 701B, 702A, 702B, 703A, 703B, 704A, 704B, 705A, 705B, 706A, 706B, 707A, 707B, 708B, 709B, 710B, 801A, 801B, 802A, 802B, 803A, 803B, 804A, 804B, 805A, 805B, 806A, 806B, 807A, 807B, 808A, 808B, 809B, 810B, 901A, 901B, 902A, 902B, 903A, 903B1, 904A, 904B, 905A, 905B, 906A, 906B, 907A, 907B, 908A, 908B, 909B, 910B, 1001A, 1001B, 1002A, 1002B, 1003A, 1003B, 1004A, 1004B, 1005A, 1005B, 1006A, 1006B, 1007A, 1007B, 1008A, 1008B1, 1009B, 1010B, 1101A, 1101B, 1102A, 1102B, 1103A, 1103B, 1104A, 1105A, 1106A, 1107A, 1108A, 1201A, 1202A, 1203A, 1204A, 1205A, 1206A, 1207A, 1208A, 1301A, 1302A, 1303A, 1304A, G01, G02.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

2A BYFIELD STREET RESERVOIR VIC 3073

PS744026G 30/01/2024

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC059578H 30/01/2024

Additional Owners Corporation Information:

PS744026G 30/01/2024

Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No.2 Only the members of Owners Corporation 3 are entitled to use Common Property No.3 Only the members of Owners Corporation 2 are entitled to use Common Property No.2 Only the members of Owners Corporation 3 are entitled to use Common Property No.3 Owners Corporation 1 is responsible for the maintenance of common services within land affected by the Owners Corporation



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/07/2025 12:05:30 PM

OWNERS CORPORATION 1
PLAN NO. PS744026G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Lot 401A	85	85
Lot 401B	76	76
Lot 402A	54	54
Lot 402B	54	54
Lot 403A	74	74
Lot 403B	54	54
Lot 404A	63	63
Lot 404B	62	62
Lot 405A	91	91
Lot 405B	76	76
Lot 406A	52	52
Lot 406B	54	54
Lot 407A	52	52
Lot 407B	58	58
Lot 408A	68	68
Lot 408B	55	55
Lot 409B	76	76
Lot 501A	80	80
Lot 501B	62	62
Lot 502A	83	83
Lot 502B	54	54
Lot 503A	80	80
Lot 503B	54	54
Lot 504A	77	77
Lot 504B	54	54
Lot 505A	76	76



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/07/2025 12:05:30 PM

OWNERS CORPORATION 1
PLAN NO. PS744026G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 505B	62	62
Lot 506A	76	76
Lot 506B	62	62
Lot 507A	77	77
Lot 507B	54	54
Lot 508B	58	58
Lot 509B	55	55
Lot 510B	62	62
Lot 601A	81	81
Lot 601B	62	62
Lot 602A	82	82
Lot 602B	54	54
Lot 603A	80	80
Lot 603B	54	54
Lot 604A	77	77
Lot 604B	54	54
Lot 605A	76	76
Lot 605B	62	62
Lot 606A	76	76
Lot 606B	62	62
Lot 607A	77	77
Lot 607B	54	54
Lot 608B	58	58
Lot 609B	55	55
Lot 610B	62	62
Lot 701A	81	81
Lot 701B	62	62
Lot 702A	82	82
Lot 702B	54	54



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/07/2025 12:05:30 PM

OWNERS CORPORATION 1
PLAN NO. PS744026G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 703A	80	80
Lot 703B	54	54
Lot 704A	77	77
Lot 704B	54	54
Lot 705A	76	76
Lot 705B	62	62
Lot 706A	76	76
Lot 706B	62	62
Lot 707A	77	77
Lot 707B	54	54
Lot 708B	58	58
Lot 709B	55	55
Lot 710B	62	62
Lot 801A	81	81
Lot 801B	62	62
Lot 802A	82	82
Lot 802B	54	54
Lot 803A	80	80
Lot 803B	54	54
Lot 804A	76	76
Lot 804B	54	54
Lot 805A	51	51
Lot 805B	62	62
Lot 806A	54	54
Lot 806B	62	62
Lot 807A	52	52
Lot 807B	54	54
Lot 808A	76	76
Lot 808B	58	58



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/07/2025 12:05:30 PM

OWNERS CORPORATION 1
PLAN NO. PS744026G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 809B	55	55
Lot 810B	62	62
Lot 901A	81	81
Lot 901B	62	62
Lot 902A	82	82
Lot 902B	54	54
Lot 903A	80	80
Lot 903B1	54	54
Lot 904A	76	76
Lot 904B	54	54
Lot 905A	51	51
Lot 905B	62	62
Lot 906A	54	54
Lot 906B	62	62
Lot 907A	52	52
Lot 907B	54	54
Lot 908A	76	76
Lot 908B	58	58
Lot 909B	55	55
Lot 910B	62	62
Lot 1001A	81	81
Lot 1001B	62	62
Lot 1002A	82	82
Lot 1002B	54	54
Lot 1003A	80	80
Lot 1003B	54	54
Lot 1004A	76	76
Lot 1004B	54	54
Lot 1005A	51	51



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/07/2025 12:05:30 PM

OWNERS CORPORATION 1
PLAN NO. PS744026G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1005B	62	62
Lot 1006A	54	54
Lot 1006B	62	62
Lot 1007A	52	52
Lot 1007B	54	54
Lot 1008A	76	76
Lot 1008B1	58	58
Lot 1009B	55	55
Lot 1010B	62	62
Lot 1101A	80	80
Lot 1101B	99	99
Lot 1102A	75	75
Lot 1102B	99	99
Lot 1103A	80	80
Lot 1103B	198	198
Lot 1104A	76	76
Lot 1105A	52	52
Lot 1106A	54	54
Lot 1107A	52	52
Lot 1108A	76	76
Lot 1201A	80	80
Lot 1202A	75	75
Lot 1203A	80	80
Lot 1204A	76	76
Lot 1205A	52	52
Lot 1206A	54	54
Lot 1207A	52	52
Lot 1208A	76	76
Lot 1301A	104	104



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/07/2025 12:05:30 PM

OWNERS CORPORATION 1
PLAN NO. PS744026G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1302A	104	104
Lot 1303A	99	99
Lot 1304A	99	99
Lot G01	39	39
Lot G02	200	200
Total	10000.00	10000.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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: 04/07/2025 12:05:30 PM

OWNERS CORPORATION 2
PLAN NO. PS744026G

The land in PS744026G is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 401A, 401B, 402A, 402B, 403A, 403B, 404A, 404B, 405A, 405B, 406A, 406B, 407A, 407B, 408A, 408B, 409B, 501A, 501B, 502A, 502B, 503A, 503B, 504A, 504B, 505A, 505B, 506A, 506B, 507A, 507B, 508B, 509B, 510B, 601A, 601B, 602A, 602B, 603A, 603B, 604A, 604B, 605A, 605B, 606A, 606B, 607A, 607B, 608B, 609B, 610B, 701A, 701B, 702A, 702B, 703A, 703B, 704A, 704B, 705A, 705B, 706A, 706B, 707A, 707B, 708B, 709B, 710B, 801A, 801B, 802A, 802B, 803A, 803B, 804A, 804B, 805A, 805B, 806A, 806B, 807A, 807B, 808A, 808B, 809B, 810B, 901A, 901B, 902A, 902B, 903A, 903B1, 904A, 904B, 905A, 905B, 906A, 906B, 907A, 907B, 908A, 908B, 909B, 910B, 1001A, 1001B, 1002A, 1002B, 1003A, 1003B, 1004A, 1004B, 1005A, 1005B, 1006A, 1006B, 1007A, 1007B, 1008A, 1008B1, 1009B, 1010B, 1101A, 1101B, 1102A, 1102B, 1103A, 1103B, 1104A, 1105A, 1106A, 1107A, 1108A, 1201A, 1202A, 1203A, 1204A, 1205A, 1206A, 1207A, 1208A, 1301A, 1302A, 1303A, 1304A.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

2A BYFIELD STREET RESERVOIR VIC 3073

PS744026G 30/01/2024

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC059580W 30/01/2024

Additional Owners Corporation Information:

PS744026G 30/01/2024

Notations:

Folio of the Register for Common Property No. 2 is in the name of Owners Corporation No. 1 Member of Owners Corporation No. 2 are also affected by Owners Corporation No. 1 Folio of the Register for Common Property No. 2 is in the name of Owners Corporation No. 1 Member of Owners Corporation No. 2 are also affected by Owners Corporation No. 1 The purpose of Owners Corporation No. 2 is to manage Common Property No.2



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/07/2025 12:05:30 PM

OWNERS CORPORATION 2
PLAN NO. PS744026G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 401A	87	87
Lot 401B	78	78
Lot 402A	55	55
Lot 402B	55	55
Lot 403A	76	76
Lot 403B	55	55
Lot 404A	65	65
Lot 404B	63	63
Lot 405A	93	93
Lot 405B	78	78
Lot 406A	54	54
Lot 406B	55	55
Lot 407A	54	54
Lot 407B	60	60
Lot 408A	70	70
Lot 408B	56	56
Lot 409B	78	78
Lot 501A	82	82
Lot 501B	64	64
Lot 502A	86	86
Lot 502B	55	55
Lot 503A	82	82
Lot 503B	55	55
Lot 504A	79	79
Lot 504B	55	55
Lot 505A	78	78
Lot 505B	64	64
Lot 506A	78	78



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/07/2025 12:05:30 PM

OWNERS CORPORATION 2
PLAN NO. PS744026G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 506B	64	64
Lot 507A	79	79
Lot 507B	55	55
Lot 508B	60	60
Lot 509B	56	56
Lot 510B	64	64
Lot 601A	83	83
Lot 601B	64	64
Lot 602A	84	84
Lot 602B	55	55
Lot 603A	82	82
Lot 603B	55	55
Lot 604A	79	79
Lot 604B	55	55
Lot 605A	78	78
Lot 605B	63	63
Lot 606A	78	78
Lot 606B	63	63
Lot 607A	79	79
Lot 607B	55	55
Lot 608B	60	60
Lot 609B	56	56
Lot 610B	64	64
Lot 701A	83	83
Lot 701B	64	64
Lot 702A	84	84
Lot 702B	55	55
Lot 703A	82	82
Lot 703B	55	55



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/07/2025 12:05:30 PM

OWNERS CORPORATION 2
PLAN NO. PS744026G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 704A	79	79
Lot 704B	55	55
Lot 705A	78	78
Lot 705B	64	64
Lot 706A	78	78
Lot 706B	64	64
Lot 707A	79	79
Lot 707B	55	55
Lot 708B	60	60
Lot 709B	56	56
Lot 710B	64	64
Lot 801A	83	83
Lot 801B	64	64
Lot 802A	84	84
Lot 802B	55	55
Lot 803A	82	82
Lot 803B	55	55
Lot 804A	78	78
Lot 804B	55	55
Lot 805A	53	53
Lot 805B	64	64
Lot 806A	55	55
Lot 806B	64	64
Lot 807A	54	54
Lot 807B	55	55
Lot 808A	78	78
Lot 808B	60	60
Lot 809B	56	56
Lot 810B	63	63



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/07/2025 12:05:30 PM

OWNERS CORPORATION 2
PLAN NO. PS744026G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 901A	83	83
Lot 901B	54	54
Lot 902A	84	84
Lot 902B	55	55
Lot 903A	82	82
Lot 903B1	55	55
Lot 904A	78	78
Lot 904B	55	55
Lot 905A	53	53
Lot 905B	64	64
Lot 906A	55	55
Lot 906B	64	64
Lot 907A	54	54
Lot 907B	55	55
Lot 908A	78	78
Lot 908B	60	60
Lot 909B	56	56
Lot 910B	63	63
Lot 1001A	83	83
Lot 1001B	64	64
Lot 1002A	84	84
Lot 1002B	55	55
Lot 1003A	82	82
Lot 1003B	55	55
Lot 1004A	78	78
Lot 1004B	55	55
Lot 1005A	53	53
Lot 1005B	64	64
Lot 1006A	55	55



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/07/2025 12:05:30 PM

OWNERS CORPORATION 2
PLAN NO. PS744026G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1006B	64	64
Lot 1007A	54	54
Lot 1007B	55	55
Lot 1008A	78	78
Lot 1008B1	60	60
Lot 1009B	56	56
Lot 1010B	64	64
Lot 1101A	82	82
Lot 1101B	101	101
Lot 1102A	77	77
Lot 1102B	101	101
Lot 1103A	82	82
Lot 1103B	203	203
Lot 1104A	78	78
Lot 1105A	54	54
Lot 1106A	55	55
Lot 1107A	54	54
Lot 1108A	78	78
Lot 1201A	82	82
Lot 1202A	77	77
Lot 1203A	82	82
Lot 1204A	78	78
Lot 1205A	54	54
Lot 1206A	55	55
Lot 1207A	54	54
Lot 1208A	78	78
Lot 1301A	106	106
Lot 1302A	106	106
Lot 1303A	101	101



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/07/2025 12:05:30 PM

OWNERS CORPORATION 2
PLAN NO. PS744026G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1304A	101	101
Total	10000.00	10000.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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: 04/07/2025 12:05:30 PM

OWNERS CORPORATION 3
PLAN NO. PS744026G

The land in PS744026G is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 3, Lots 406B, 508B, 703A, 708B, 902A, 903A, 1001A, 1002A, 1003A, 1101A.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

2A BYFIELD STREET RESERVOIR VIC 3073

PS744026G 30/01/2024

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC059579F 30/01/2024

Additional Owners Corporation Information:

PS744026G 30/01/2024

Notations:

Folio of the Register for Common Property No.3 is in the name of Owners Corporation No. 1 Member of Owners Corporation No. 3 are also affected by Owners Corporation No. 1

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 406B	10	10
Lot 508B	10	10
Lot 703A	10	10
Lot 708B	10	10
Lot 902A	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/07/2025 12:05:30 PM

OWNERS CORPORATION 3
PLAN NO. PS744026G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 903A	10	10
Lot 1001A	10	10
Lot 1002A	10	10
Lot 1003A	10	10
Lot 1101A	10	10
Total	100.00	100.00

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

Statement End.

PROPERTY DETAILS

Address: **1/294A BELL STREET HEIDELBERG WEST 3081**

Lot and Plan Number: **Lot 701A PS744026**

Standard Parcel Identifier (SPI): **701A\PS744026**

Local Government Area (Council): **BANYULE**

Council Property Number: **753061**

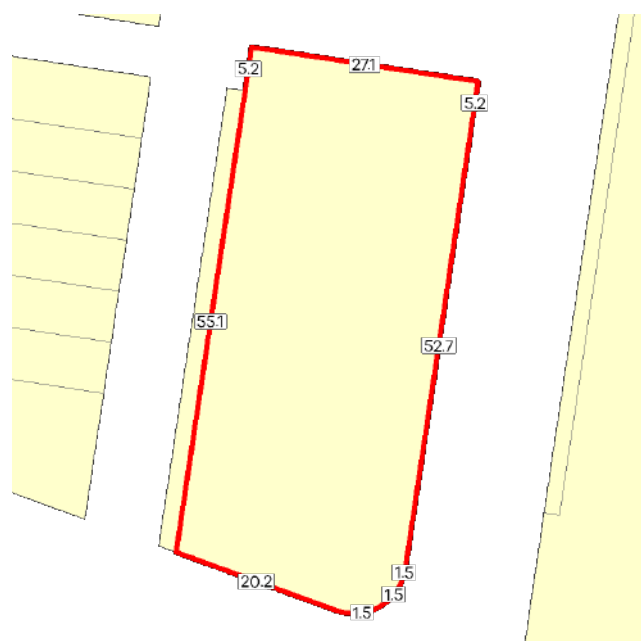
Directory Reference: **Melway 31 F2**

www.banyule.vic.gov.au

Note: There are 148 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 1698 sq. m

Perimeter: 177 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

6 overlapping dimension labels are not being displayed

Calculating the area from the dimensions shown may give a different value to the area shown above

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**

Legislative Assembly: **IVANHOE**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

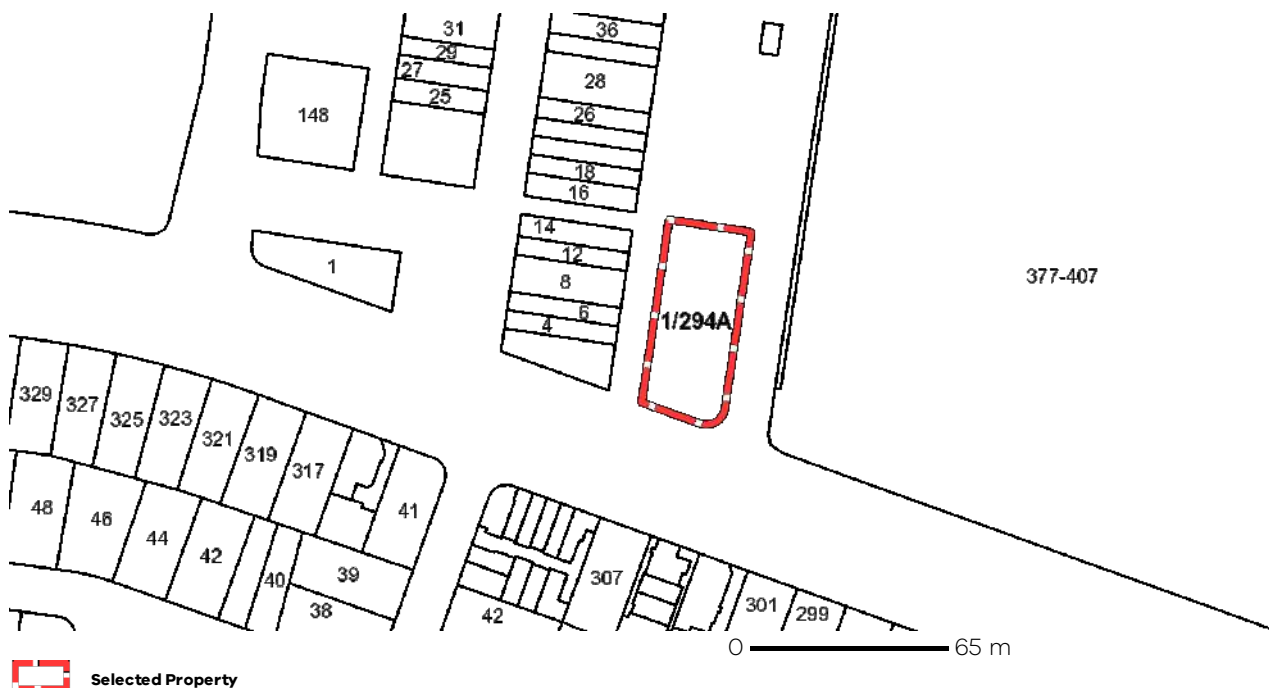
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 04 July 2025 04:31 PM

PROPERTY DETAILS

Address: **1/294A BELL STREET HEIDELBERG WEST 3081**
Lot and Plan Number: **Lot 701A PS744026**
Standard Parcel Identifier (SPI): **701A\PS744026**
Local Government Area (Council): **BANYULE**
Council Property Number: **753061**
Planning Scheme: **Banyule**
Directory Reference: **Melway 31 F2**

www.banyule.vic.gov.au

[Planning Scheme - Banyule](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **IVANHOE**

OTHER

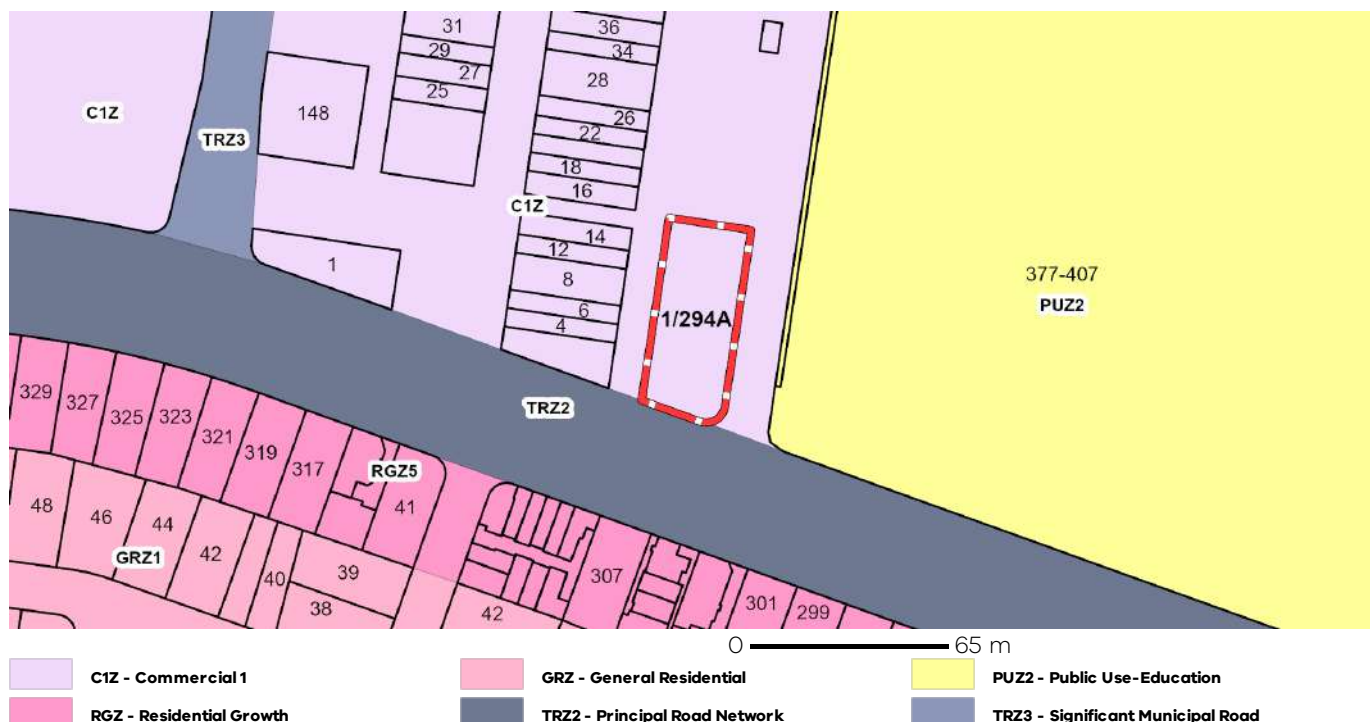
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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

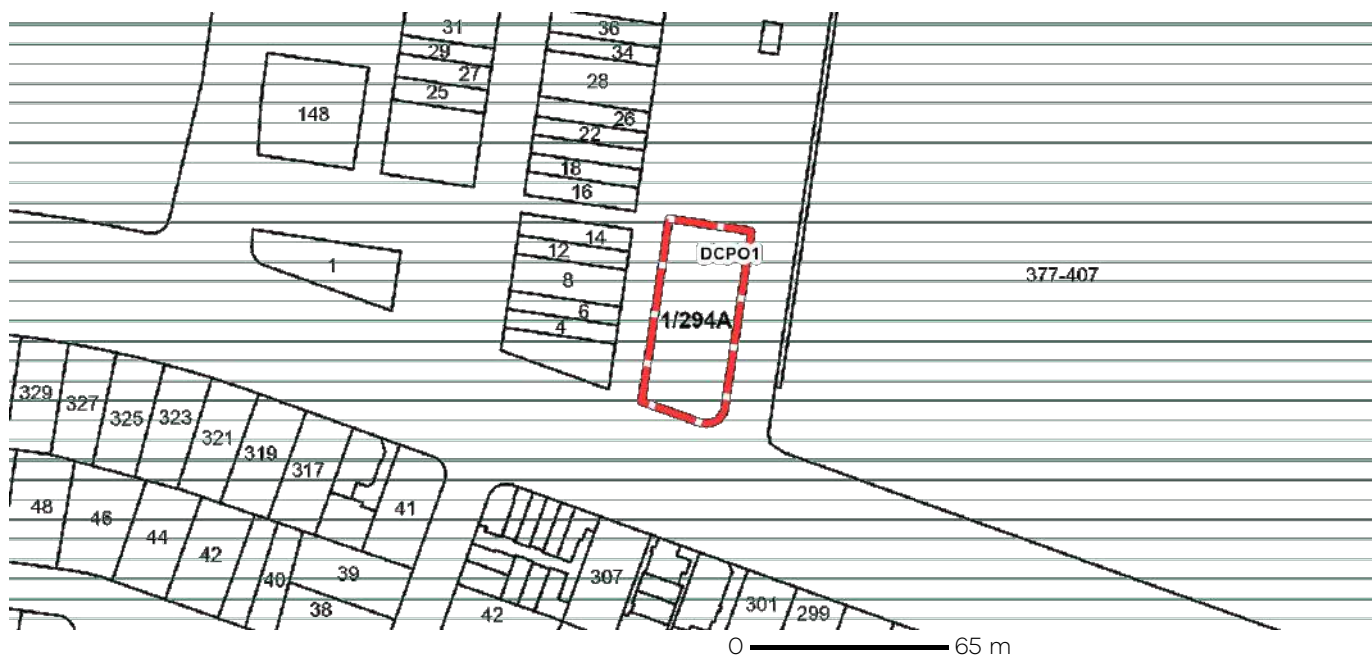


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

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

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

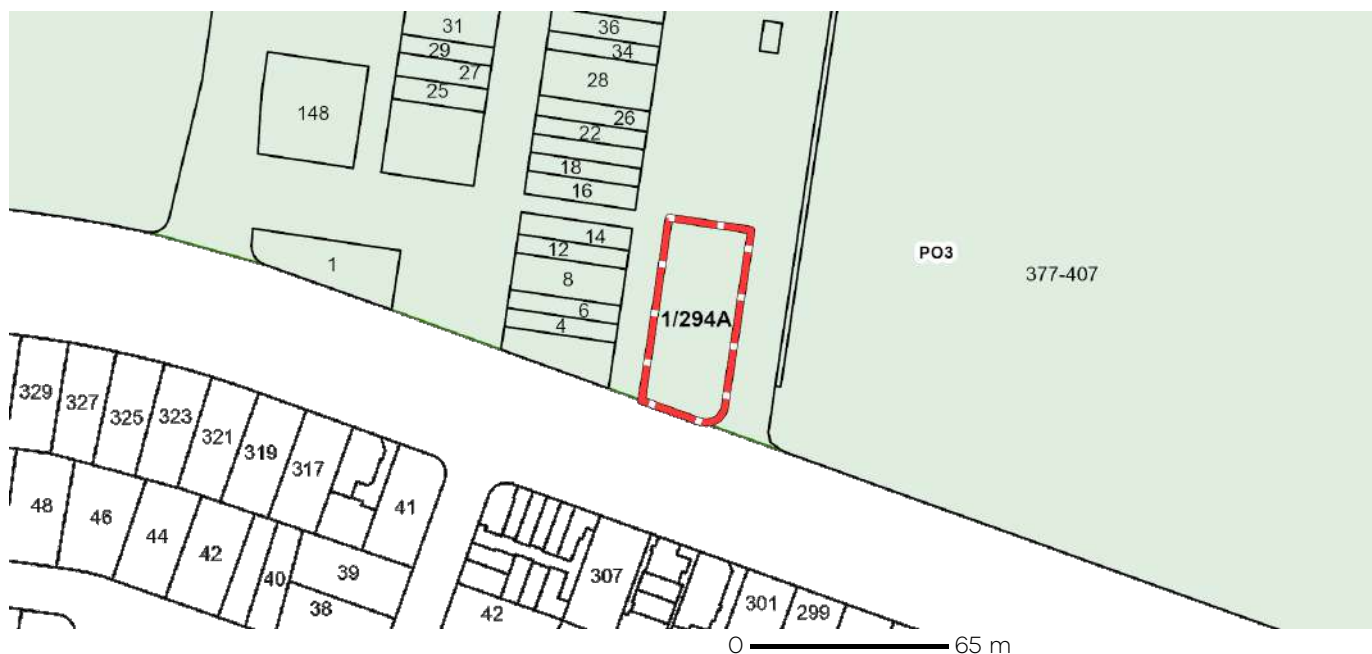


 **DCPO - Development Contributions Plan Overlay**

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

[PARKING OVERLAY \(PO\)](#)

[PARKING OVERLAY - PRECINCT 3 SCHEDULE \(PO3\)](#)



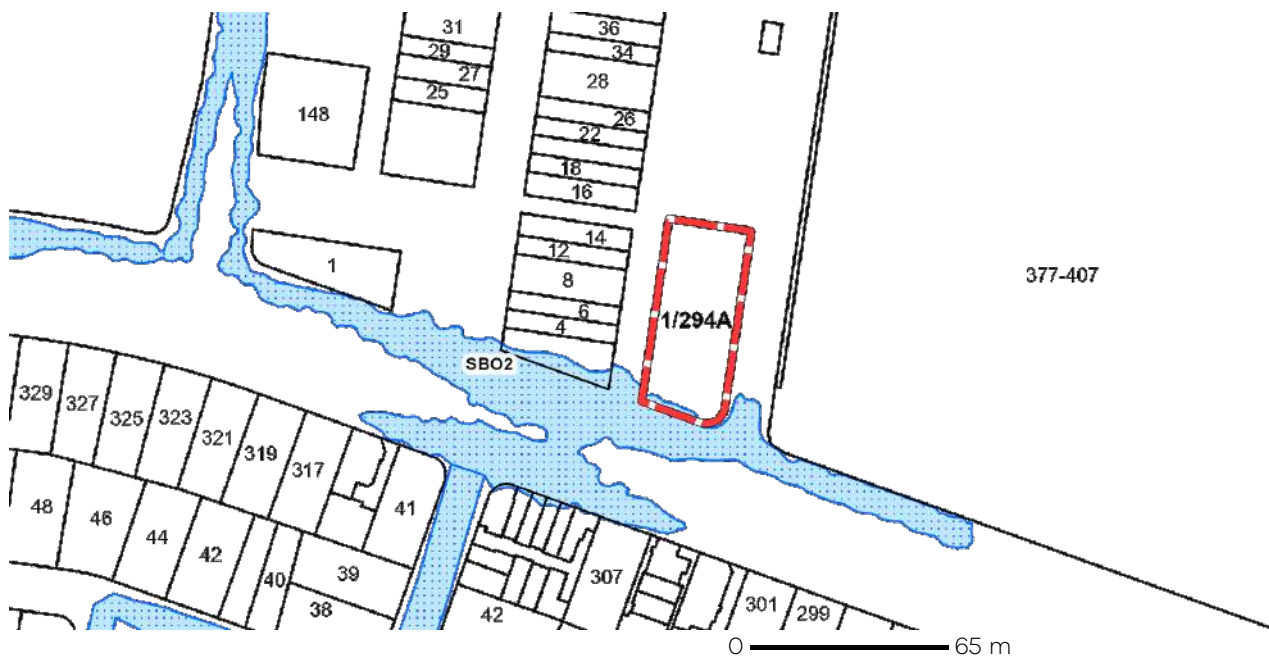
 **PO - Parking Overlay**

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

Planning Overlays

SPECIAL BUILDING OVERLAY (SBO)

SPECIAL BUILDING OVERLAY - SCHEDULE 2 (SBO2)



SBO - Special Building Overlay

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)

VEGETATION PROTECTION OVERLAY (VPO)



DDO - Design and Development Overlay

VPO - Vegetation Protection Overlay

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

Further Planning Information

Planning scheme data last updated on 3 July 2025.

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

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

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

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

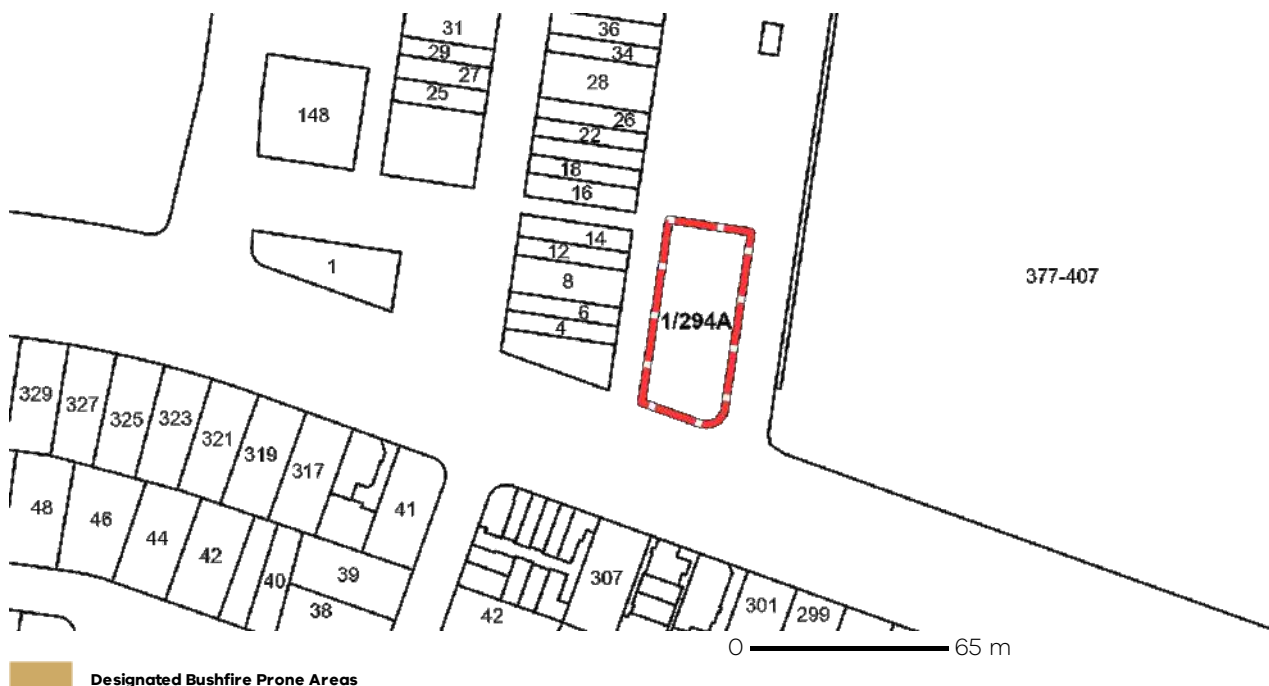
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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



Sign up for email notices

Scan with your phone or visit
banyule.vic.gov.au/RatesEmail

Annual Rates and Valuation Notice

Financial year
1 July 2024 – 30 June 2025

ABN
16 456 814 549

Issue date: 27/07/2024

Tax invoice



14.13212 - 26423 753889 030

Mr B R Kusampudi
Apartment 1
Level 12
294A Bell Street
HEIDELBERG WEST VIC 3081

First instalment	\$695.39 Due by 30 September 2024
Second instalment	\$262.00 Due by 30 November 2024
Third instalment	\$262.00 Due by 28 February 2025
Fourth instalment	\$262.00 Due by 31 May 2025

Assessment 753889

Property Apartment 1 Level 12 294A Bell Street HEIDELBERG WEST VIC
LOT 1201A PS 744026G V/F 12528/508

AVPCC 125.4 OYO Strata Flat

**Valuation on
1 January
2024**

Site Value
\$32,500






**Capital Improved
Value (CIV)**
\$500,000

First used 1 July 2024

Net Annual Value
\$25,000

**Itemised
details**

Brought Forward \$430.58

Rates	Residential Improved	\$839.86 =	0.00167972	x	 \$500,000
	Public Waste Rate	\$35.45 =	0.00007090	x	 \$500,000
	* Fire Levy - Residential variable	\$43.50 =	0.00008700	x	 \$500,000

Charges * Fire Levy - Residential Fixed \$132.00 * Collected for the Victorian Government.
For details visit sro.vic.gov.au/FSPL

Having trouble making payments?

We may be able to help you. The first step,
contact us at banyule.vic.gov.au/RatesAssist

Total

\$1,481.39

Total includes \$0.00 GST

Pay online now



Scan with your phone
or visit
banyule.vic.gov.au/PayRates



Account number: 753889
First instalment amount: \$695.39

Payment options See reverse for other options.



Billpay code: **0708**
Ref: **7538 8982**

In person at any Post Office,
by phone **13 18 16**, or go to
www.postbillpay.com.au



*708 753889 82



Billcode: **8755**
Ref: **600 0000 0075 3889**

BPAY® this via internet or
phone banking

Greensborough Service Centre:

Level 3, 1 Flintoff Street
(WaterMarc)
8:30am - 5pm Monday to Friday

Ivanhoe Service Centre:

275 Upper Heidelberg Road
(Ivanhoe Library and Cultural Hub)
9:00am - 5pm Monday to Friday

Postal:

PO Box 94, Greensborough VIC 3088

Email:

enquiries@banyule.vic.gov.au

If your hearing or speech is impaired you can call us through the National Relay Service on:
133 677 (TTY) or 1300 555 727 (ordinary handset) and ask for 03 9490 4222.

Pensioners

You may be eligible for a concession on your rates bill if you hold a Pensioner Concession Card issued by Services Australia or a Veteran Gold Card from the Department of Veterans' Affairs specifying TPI or War Widow. Health Care Card holders are not eligible. If we already have your card details, you can find applicable rebates in the rates and charges table. If your circumstances change and you become eligible for a concession, let us know by visiting banyule.vic.gov.au

Payment allocation

Your payment will be allocated in the following order:

1. Legal costs owing, if any
2. Interest owing, if any
3. Arrears rates, charges and Fire Services Property Levy owing, if any
4. Current rates, charges and Fire Services Property Levy owing

Change of ownership or address

The purchaser must notify Council of a change of ownership, and there is a penalty for not doing so. The purchaser must give their full name, address and date of birth in the notification. You must also notify Council in writing of any change of address.

Capping of Council rates

Council has complied with the Victorian Government's rate cap of 2.75%. The cap applied to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage for the following reasons

- (i) the valuation of your property relative to the valuation of other properties in the municipal district;
- (ii) the application of any differential rate by Council;
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

Payment in full

This rates bill is payable in four instalments, however, we will accept payment in full as long as the amount owing is paid by the due date of each instalment.

Fire Services Property Levy

The Fire Services Property Levy is determined by the Capital Improved Value (CIV) of your property, and the classification from the Australian Valuation Property Classification Code (AVPCC) applied to your property. Different charges apply depending on the classification as per the *Fire Services Property Levy Act 2012*.

Penalties for late payment

Penalty interest of 10% per annum applies to overdue amounts, starting from the instalment due date, including arrears.

GST

GST is not charged on rates or the Fire Services Property Levy.

DIFFERENTIAL RATE COMPARISON - Based on your property valuation of \$500,000

Council is required to provide the following rate comparison information. It shows what rates would have been raised if your property was classified with an alternative differential rate. This only applies to general rates and does not include Fire Service Levies or Public Waste and / or Kerbside Waste Rates.

Rating Category	Rate in \$	Rates	Rating Category	Rate in \$	Rates
Residential Improved	0.00167972	\$1679.72	Commercial Vacant	0.00335944	\$3359.44
Residential Vacant	0.00251958	\$2519.58	Industrial Improved	0.00209665	\$2096.66
Commercial Improved	0.00209665	\$2096.66	Industrial Vacant	0.00335944	\$3359.44

Appealing against your rate

If you are aggrieved by a rate or charge levied by this notice, or by anything included or excluded from the rate or charge, you may appeal to the County Court for a review of the rate or charge. This needs to be done within 60 days of receiving written notice of the rate or charge. You may appeal on one or more of the following grounds:

- a) in the case of a rate, that the land for which the rate was declared was not rateable land; or
- b) that the rate or charge assessment was calculated incorrectly; or
- c) that the person levied with the rate or charge was not liable to be rated. This process does not apply to matters to which an objection or appeal may be made under Division 3 of the *Valuation of Land Act 1960*

Review of differential rating by VCAT

Refer to Section 183 of the *Local Government Act 1989* if you are affected by Council's classification of your property for differential rating purposes. It may give you the right of appeal to the Victorian Civil and Administrative Tribunal (VCAT). An application for review must be made within 30 days after the day on which the owner or occupier receives written notice of the decision.

Objection to valuations

The Valuer-General Victoria (VGV) is responsible for the valuation. Any person who wishes to object to a property valuation must do so within two months of the date of issue of this notice via the rating valuation objections portal: ratingvaluationobjections.vic.gov.au, or by calling 136 186. Regardless of any objection the rates and charges as assessed must be paid by the due dates to avoid penalty interest charges. Notice is given that other rating authorities may use the VGV valuations for the purpose of a rate, levy or tax.

Objecting to the AVPCC

If you disagree with the Australian Valuation Property Classification Code (AVPCC) on this notice, you may object. Objections must be in writing and be lodged with Council within 2 months of the issue date of this notice. The Valuer-General Victoria will then consider your objection. To see what further rights of objection and appeal exist, refer to Division 3 of the *Valuation of Land Act 1960*.

Legal action

Council may recover any outstanding rates, charges, Fire Services Property Levy and interest in a Magistrates' Court by suing you for the debt. You may be liable for any costs incurred. Legal fees will be charged in accordance with the Magistrates' Court scale of costs. Collection fees may be charged in accordance with Council's schedule of fees and charges.

Payment Plans

You may be able to enter in to a payment plan to assist in managing your rates payments. Please contact Council to discuss your eligibility.

More ways to pay

Pay in person by eftpos, cash, money order, cheque or credit card at any of our service centres. Service centre locations and opening hours are at the top of this notice.



Call 13 18 16 and follow the prompts using the Post Billpay details on the front of this notice.



Take this notice intact to any post office. Payments can be made by: eftpos, cash, money order, cheque or credit card.



Post your money order or cheque with payment slip and any correspondence to:

PO Box 94 Greensborough VIC 3088

Make cheques payable to Banyule City Council



Sign up for direct debit at banyule.vic.gov.au

Your quarterly bill



Emailed to: raj_kau@yahoo.com
MR B KUSAMPUDI
UNIT APT 1201/294A BELL ST
HEIDELBERG WEST VIC 3081

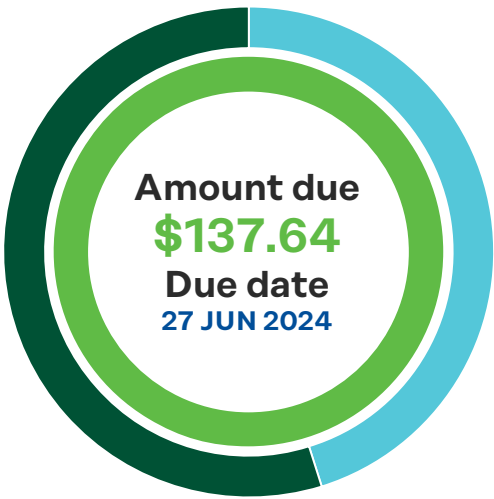
Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	04 6982 5563
Invoice number	0460 0934 17055
Issue date	6 Jun 2024
Property address	L 12 APT 1, 294A BELL ST HEIDELBERG WEST
Property reference	5260687, PS 744026
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

Summary

Previous bill	\$7.05
Payment received	\$0.00
Balance carried forward	\$7.05
This bill	
Service charges	
Water supply system	\$20.04
Sewerage system	\$38.99
Other authority charges	
Waterways and drainage	\$41.65
Parks	\$29.91
Total this bill (GST does not apply)	\$130.59
Total balance	\$137.64



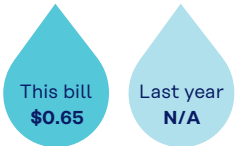
Important note
Your bill includes the parks charge, which is now billed quarterly.



- Service charges
- Other authority charges

Your daily spend

This bill compared to the same time last year.
Excludes other authority charges.



How to pay



*3042 046009341705 5



Direct debit
Sign up for Direct Debit at yvwm.com.au/directdebit or call **1300 304 688**.



EFT
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name: **Yarra Valley Water**
BSB: **033-885**
Account number: **469892757**



BPAY®
Bill code: **344366**
Ref: **046 9825 5635**



Centrepay
Use Centrepay to arrange regular deductions from your Centrelink payments.
Visit yvwm.com.au/paying
CRN reference: **555 054 118T**



Post Billpay®
Pay in person at any post office, by phone on **13 18 16** or at postbillpay.com.au
Bill code: **3042**
Ref: **0460 0934 17055**



Credit Card
Online: yvwm.com.au/paying
Phone: **1300 362 332**

MR B KUSAMPUDI	
Account number	04 6982 5563
Invoice number	0460 0934 17055
Total due	\$137.64
Due date	27 Jun 2024
Amount paid	\$

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YAAD116621	OkL -	OkL =	OkL
From 2 Mar 2024 - 31 May 2024			(90 days)
Total	0.000kL		\$0.00

Your charges explained

- Water supply system charge

1 April 2024 - 30 June 2024


A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- Sewerage system charge

31 May 2024 - 30 June 2024

A fixed cost for running, maintaining, and repairing the sewerage system.
- Other authority charges

Waterways and drainage charge

23 February 2024 - 30 June 2024

Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc
- 

Parks charge

23 February 2024 - 30 June 2024

Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

J131611

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.
Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit yvw.com.au/concession.

Contact us

	Enquiries	1300 304 688	For language assistance
	Faults and Emergencies	13 27 62 (24hr)	العربية 1300 914 361
	enquiry@yvw.com.au		廣東話 1300 921 362
	yvw.com.au		Ελληνικά 1300 931 364
	TTY Voice Calls	133 677	普通话 1300 927 363
	Speak and Listen	1300 555 727	For all other languages call our translation service on 03 9046 4173

Next meter reading:

Between 23-30 Aug 2024

Spotted a burst or leak?

- 

To report an issue visit yvw.com.au/reportfault
- 

Download and use the **Snap Send Solve** app
- 

Call our 24-7 emergency hotline on **13 27 62**
- 

View our live faults map at faults.yvw.com.au

WE'RE THE
WATER
WATCHERS

Here to help young earthlings save
their precious water.

yvw.com.au/water-watchers



Form 2

Building Act 1993
Building Regulations 2018
Regulation 37(1)

Amended Stage Two Building Permit – D&C Canopy Engineering

Building Permit N°: 9351754732866/B

Floreancig Smith Reference No: 201700329

Issue To

Agent of Owner	Michael Hermans		
Postal Address	Ground Floor, 9 Gwynne Street, Cremorne VIC	Post Code	3121
Email	Michael@hubpg.com.au		
Address for serving or giving of documents	As above		
Contact Person	Michael Hermans	Telephone	9081 1611

Ownership Details (if person issued with permit is not the owner)

Owner	Bell Street Project Pty Ltd		
Postal Address	90 Herbert Street, Northcote VIC	Post Code	3070
Email	admin@kincaidprojects.com.au		
Contact Person	Kris Burt	Telephone	9419 2075

Property Details

Project Description	Proposed Mixed Use Development Over Basement Carpark						
Address	294 Bell Street, Heidelberg West VIC 3081						
Lot/s	43	LP/PS	LP033018	Volume	08158	Folio	568
Crown Allotment	-	Section	-	Parish	Keelbundora	County	Bourke
Municipal District	Banyule City Council						

Builder

Name	HDP (VIC) Pty Ltd	Telephone	9328 8900
Address	52 Henderson Street, North Melbourne VIC	Post Code	3051
Building Practitioner Registration No.	CCB-U 57052 & CDB-U 53474		

This builder is specified under section 24B[3/4] of the Building Act 1993 for the building work to be carried out under this permit.

Natural person for service of directions, notices and orders (if builder is a body corporate)

Name	Geoffrey Dart, Arthur Kennedy, Dale Kennedy	Telephone	9328 8900
Address	52 Henderson Street, North Melbourne VIC	Post Code	3051

Building practitioner or architect engaged to prepare documents for this permit

Name	Category/Class	Registration No.
Paul David Watters	Engineer - Civil	PE0001766
Peter Michael Rodrigues	Engineer - Civil	PE0000141
Pinnawala Gedara (Mudi) Chamara Ariyaratna	Engineer - Civil	PE0003918
Yojitha Keshan Priadarshana Kodagoda Hewage	Engineer - Civil	PE0002893
Trang Tan Hoang Nguyen	Engineer - Mechanical	PE0003664
David O'Flaherty	Engineer - Electrical	PE0002641
Anthony Peter Watson	Engineer - Civil	PE0003084
Garry Weir	Engineer - Fire Safety	PE0002761
Jeremy Grosbois	Engineer - Civil	PE0001559

Details of Relevant Planning Permit

Planning Permit No.	P312/2010	Date of Grant of Planning Permit	31 January 2013, 17 December 2021 (amended), 5 October 2021 (extension of time)
---------------------	------------------	----------------------------------	--

Nature of Building Work

Construction of a new building – Residential Apartments, Retail, Office & Carparking

Stage of Work Permitted	To completion of proposed works only		
Storeys contained	14	Rise in Storeys (for Class 2-9 only)	14
Effective Height	43.83m	Type of Construction	Type A

Version of BCA applicable to permit	BCA 2019 Amendment 1	Total floor area of new building in m ²	28,732m²
BAL Rating	N/A	Allotment Area	1,699m²
Solar Hot Water System	No	Rainwater Tank	No
Floor Material	Concrete	External Wall Material	Concrete
Roof Cladding Material	Concrete	Frame Material	Metal
No. of Existing Dwellings	0	No. of Dwellings Demolished	0
Total Value of Building Work	\$34,500,000.00	No. of New Dwellings	146
Cost of Building Work for this Stage	\$13,697,540.00	Building Levy Applicable to this Permit	\$17,532.85
Cost of Building Works for Previous Stage(s)	\$20,802,460.00		

Building Classification

Part of Building	Ground Floor – Carparking, Retail & Office Levels 1 to 3 – Carparking Levels 4 to 13 – Residential Apartments	BCA Classification	5, 6 & 7a. 7a 2
------------------	--	--------------------	------------------------------------

Performance solution

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

Relevant performance requirement	Details of performance solution
CP1 and CP2	The Class 6 parts and Class 5 parts are proposed to have reduced FRLs of 90/90/90 (loadbearing) and -/90/90 (non-loadbearing) in lieu of 180/180/180 (loadbearing) and -/180/180 (non-loadbearing) for Class 6 parts and 120/120/120 (loadbearing) and -/120/120 (non-loadbearing) for Class 5 parts respectively.
CP1 and CP2	The building design incorporates vapour permeable wall wrap (Bradford Enviroseal ProctorWrap) to the external wall cavities which is not deemed “non-combustible” in accordance with AS1530.1.
CP2, DP4 and EP2.2	Public corridors lengths within Building 1 and Building 2 are proposed to exceed the DtS allowances of 40m with worst case is up to 54.5 m on Level 4 in Building 1 and Building 2.
CP2, CP8, DP4, DP5 and EP2.	Hydrant test drains are proposed to be located within the fire-isolated stairs and penetrate the fire-rated stair shaft wall.
DP4 and EP2.2	Travel distances to a exit within the North Ground Floor carparking area are proposed to exceed the DtS allowances (Up to 27m in lieu of 20m)
DP4 and EP2.2	Separation of alternative exits is proposed to be 3.5m on the Ground Floor Building 1 and 4m on all other levels (in lieu of 9m) in the subject building due to the design of the scissor stair.
DP4, DP5 and EP2.2	Fire-isolated stairs (Scissor Stair Set 1 and Scissor Stair Set 2) discharge internally into the Ground floor fire and smoke rated lobbies, in lieu of directly to a road or open space. Alternative egress routes are provided from Scissor Stair Set 1 via the ground floor Building 1 entry lobby or Building 1 back-of-house passageway serving Coomalie Crescent. Alternative egress routes are provided from Scissor Stair Set 2 via the ground floor Building 2 entry lobby or Building 2 back-of-house passageway serving Coomalie Crescent.
DP2	The building design incorporates the use of electric strikes interfaced with the GFA and provided with back-up break glass alarms as a means of providing re-entry from fire isolated stairs in lieu of non-locked doors at every fourth level.
EP1.1	The building is proposed to have the following non compliances in regards to fire hose reels: Fire hose reel (FHR) coverage is not provided to fire and smoke lobbies, and commercial tenancies on the ground floor. Portable fire extinguishers shall be provided in lieu. Fire hose reel (FHR) are located more than 4m from an exit in the carpark.
EP1.4	Sprinklers are proposed to be omitted to the top of the lift shaft. Thermal detection linked to SSISEP shall be provided in lieu. Furthermore, it is proposed to omit a sprinkler head to the bathroom showers only.
EP2.2	Zone smoke control is proposed to be omitted to the ground floor Class 6 retail tenancy.
EP4.3	The building design incorporates the deletion of the Warden Intercommunication Points (WIPs) throughout the building. An Emergency Telephone System (ETS) in accordance with MFB Guideline GL-01 shall be provided within the building
CP1 and CP2	The building is proposed to include plastic packers and timber noggins installed within the external or bounding walls (or non-loadbearing internal walls that are required to be non-combustible) for fixing joinery, windows and doors.
DP4	The building design incorporates a single exit to the Northern Carpark on the Ground Floor in lieu of two
FP1.6	Provision of floor wastes. It is proposed to utilise the floor waste in the shower enclosure to serve as a floor waste to the bathroom. This is permissible, however the Deemed-to-Satisfy Provisions require the entire floor of the bathroom to be graded to the floor waste with a gradient of 1:100 per AS3740. The alternative Solution is that the floor to the bathroom will

	not be graded. Note that the floor within the shower enclosure will be graded and compliant to AS3740.
DP1	To permit Ground Level doors to building 1 stair lobby and Ground Level Building 1 door from carpark, doors have reduced latchside circulation space on one side.
DP1, DP2	To permit stair from carpark to BOH corridor of Building 2 and carpark level stairs to have reduced handrail extensions.
DP1, DP2	To permit Ramp from carpark to Building 2 lobby to have reduced handrail extensions.
DP1	To permit access paths to some storage cages do not provide compliant 180 degree turning spaces and Building 2 Ground Level storage cages are accessed via stair. To accept this minimum 5% of the overall number of storages cages are to be provided as surplus to the total number of linked cages and these are to be located in an accessible area.
DP1, DP2	To permit ramps occur along carpark aisles and will not provide TGSI, handrails or kerbrails and exceed maximum 9000mm between landings.
DP1	To permit the communal terrace access doors to have reduced doorway circulation space
DP1	To permit the corridors to the communal to not provide minimum 1540mm x 2070mm turning space within 2m of the end of the accessway.
DP1 & FP2.1	To permit the use of unisex toilets within building
DP1, DP8	To Permit reduced Accessible carpark and shared space - The carpark and shared space are 4900mm long in lieu of 5400mm.
FP3.1	To permit the ceiling height is minimum 1950mm in some locations within fire stairs 1 and 2 in lieu of minimum 2000mm within a stairway measure above the line of the stairway nosings.
FP1.4	Concrete as roof cladding against the Performance Requirements FP1.4 of the National Construction Code 2016 (NCC) Volume 1.

Prescribed Reporting Authorities

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

Reporting Authority	Matter Reported On or Consented To	Regulation No.
Fire Rescue Victoria (FRV)	Variation 1 NCC E1.3 AS2419.1 clause 4.1.2 To permit installation of Magnetic Flow Meter Variation 2 NCC Clause E1.3 AS2419.1 Clause 7.3 To permit Boosters to be located within 10m of the building without compliant shield wall with a FRL 90/90/90 Variation 3 NCC Clause E1.3 AS2118.1-1999 To permit Grade 2 Water supply in lieu of Grade 1 / Alternate Supply for building over 25m. Variation 4 NCC Clause E1.3 AS2419.1 Clause 3.2.3.1 To permit hydrants to serve areas other than the level which they are located	Regulation 129
City of Banyule	Legal Point of Discharge	Regulation 133
City of Banyule	Flood Prone Land	Regulation 153

Protection work

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

Inspection Requirements

The mandatory inspection stages are:

- During the carrying out of building work specified in the relevant building permit by the relevant building surveyor for the purposes of any inspection required by regulation 172; and
- Final, upon completion of all building work

Fire and Smoke Resisting Building Elements (Class 2, 3, 4, 9a & 9c)

- Any building element that is lightweight construction and that is required to resist the spread of fire in at least one sole-occupancy unit (for each storey).
- One of each stair shaft, lift shaft or service shaft that is lightweight construction and that is required to resist the spread of fire (for each storey);
- The components of any building element referred to in paragraph above;

- The junctions of any building element referred to in paragraph above with other building elements
- One of each type of fire protection method for each type of service penetration to any building element that is required to resist the spread of fire or smoke on each storey.

Occupation or use of Building

- An occupancy permit is required prior to the occupation or use of this building
- A Certificate of Final Inspection will be issued for Retail and Office tenancy cold-shells.

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

Commencement & Completion

This building work must commence by: **27 April 2023**

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

This building work must be completed by: **27 April 2025**

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

Conditions of Building Permit

This permit is subject to the following conditions: **Refer Annexure B**

Essential Safety Measures Schedule

Annexure D sets out the essential safety measures schedule as per Regulation 222 which will be required to be maintained in an ongoing manner as a condition of the Occupancy Permit when issued.

Relevant Building Surveyor

Name	Viviana Floreancig
Address	Floreancig Smith Building Surveyors 31 Dover Street Cremorne VIC 3121
Email	Viviana@floreancigsmith.com.au
Building Practitioner Registration No.	BS-U 14812
Permit No.	9351754732866/B
Date of Issue of Stage One Permit:	27 April 2022
Date of Issue of Stage Two Permit:	21 February 2023
Date of Issue of Amended Stage Two Permit:	7 August 2023
Date of Issue of Amended (B) Stage Two Permit:	30 August 2023

Signature



Annexures

Annexure A	Approved Documents
Annexure B	Permit Conditions
Annexure C	Relevant Building Surveyor's Notes
Annexure D	Maintenance Schedule

Notes:

1. Under regulation 42, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
2. Under regulation 41, The builder named in the building permit must ensure that a copy of the building permit and one copy of each document given to the builder under regulation 40 are available for inspection at the allotment while the building work to which the building permit applies is being carried out on that allotment. The builder named in the building permit must ensure that—the following information is displayed on the allotment to which the permit relates in a conspicuous position

accessible to the public before the commencement of the building work to which the permit applies (including demolition or removal of a building on the allotment) —

- (i) the registration numbers and contact details of the builder and the relevant building surveyor.
 - (ii) the building permit number and the date of issue of the permit; and the information referred to continues to be displayed and remains visible and legible for the duration of the building work.
3. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.

ANNEXURE A

APPROVED DOCUMENTS

Project Description: **Proposed Mixed Use Development Over Basement Carpark**

Project Address: **294 Bell Street, Heidelberg West VIC 3081**

Building Permit No: **9351754732866/B**

Floreancig Smith Ref No: **201700329**

Documents forming part of this Amended Stage Two Building Permit approval are listed below. A copy of the approved stamped plans are to be kept on site at all times and must be available for viewing by the Building Inspector at the time of mandatory inspection stages nominated by the Relevant Building Surveyor.

LD Consulting D& Canopy Desing:

Project No. **2301/17/1r2**

LD Consulting Engineers

Dated: **17 August 2023**

Documents forming part of this Amended Stage Two Building Permit approval are listed below. A copy of the approved stamped plans are to be kept on site at all times and must be available for viewing by the Building Inspector at the time of mandatory inspection stages nominated by the Relevant Building Surveyor.

DDA Compliance Statement prepared by:

Project No. **00077-22**

Before Compliance

Dated: **18 May 2023**

Documents forming part of this Stage Two Building Permit approval are listed below. A copy of the approved stamped plans are to be kept on site at all times and must be available for viewing by the Building Inspector at the time of mandatory inspection stages nominated by the Relevant Building Surveyor.

Architectural Drawings prepared by:

Project No. **20-001**

Kavellaris Urban Design

Drawing No. **A000, A001, A002, A003, A100, A100a, A101, A102, A103, A104, A105, A106, A107, A108, A109, A110, A111, A112, A113, A114, A115, A120, A120a, A121, A122, A123, A124, A125, A126, A127, A128, A129, A130, A131, A132, A133, A134, A135, A160, A161, A162, A163, A164, A165, A166, A167, A168, A169, A170, A171, A172, A173, A174, A200, A201, A202, A203, A220, A221, A222, A224, A225, A226, A230, A231, A300, A301, A302, A303, A304, A305, A306, A399, A400, A401, A402, A403, A404, A405, A406, A407, A408, A409, A410, A411, A412, A413, A414, A415, A416, A417, A418, A419, A500, A501, A510, A600, A601, A602, A603, A604, A605, A606, A607, A620, A621, A622, A623, A630, A631, A632, A635, A700, A701, A702, A710, A711, A800, A801, A802, A803, A820, A821, A822, A825, A830, A850, A900, A901, A905, A910 (all rev 1)**

DDA Compliance Statement prepared by:

Project No. **00077-22**

Before Compliance

Dated: **4 February 2023**

Performance Solution Report – FP1.4 prepared by:

Project No. **22597 (Rev01)**

G&P Consulting Engineers

Dated: **14 February 2023**

Certificate of Compliance – FP1.4 Performance Solution Design

issued by:

Dated: **14 February 2023**

Jeremy Grosbois – PE0001559

Section J – Façade Report Calculator prepared by:

Dated: **6 September 2021**

ABCB

Section J – Lighting Calculator prepared by:

ABCB

Section J Energy Efficiency Report prepared by:

-

Nationwide House

[illegible]

L7, 415 - Certificate No.	T9MEP1XLU0	Dated:	31 August 2021
L7, 416 - Certificate No.	JTF66THGS0	Dated:	31 August 2021
L7, 417 - Certificate No.	R7GWDY0BZV	Dated:	31 August 2021
L8, 501 - Certificate No.	OLPGTUP5WF	Dated:	31 August 2021
L8, 502 - Certificate No.	YCPPNFHII0	Dated:	31 August 2021
L8, 503 - Certificate No.	0EBQGEP4RR	Dated:	31 August 2021
L8, 504 - Certificate No.	7R0ONFQLQC	Dated:	31 August 2021
L8, 505 - Certificate No.	5IIA8SLF7V	Dated:	31 August 2021
L8, 506 - Certificate No.	6D7W8KJ3AP	Dated:	31 August 2021
L8, 507 - Certificate No.	EUOFHHLACI	Dated:	31 August 2021
L8, 508 - Certificate No.	Y61G5S5AXX	Dated:	31 August 2021
L8, 509 - Certificate No.	2J76V3TDQC	Dated:	31 August 2021
L8, 510 - Certificate No.	5XKB7L4D31	Dated:	31 August 2021
L8, 511 - Certificate No.	OJFMW5WRTN	Dated:	31 August 2021
L8, 512 - Certificate No.	6HDV81J3F1	Dated:	31 August 2021
L8, 513 - Certificate No.	3UBOSOSZ80	Dated:	31 August 2021
L8, 514 - Certificate No.	VVDHPLGSI4	Dated:	31 August 2021
L8, 515 - Certificate No.	BZ15B49GJ1	Dated:	31 August 2021
L8, 516 - Certificate No.	4AGHVKWED2	Dated:	31 August 2021
L8, 517 - Certificate No.	Q6S9WKE5FW	Dated:	31 August 2021
L8, 518 - Certificate No.	U0VL0DMFNY	Dated:	31 August 2021
L9, 601 - Certificate No.	KKOY29SO1A	Dated:	31 August 2021
L9, 602 - Certificate No.	ZUBW8ZOZK2	Dated:	31 August 2021
L9, 603 - Certificate No.	YUR0X5WQQ9	Dated:	31 August 2021
L9, 604 - Certificate No.	E24N8Y46DB	Dated:	31 August 2021
L9, 605 - Certificate No.	7K5IGF40EC	Dated:	31 August 2021
L9, 606 - Certificate No.	NC82660YYJ	Dated:	31 August 2021
L9, 607 - Certificate No.	B5MNV18Q6H	Dated:	31 August 2021
L9, 608 - Certificate No.	5G6GX5MDMJ	Dated:	31 August 2021
L9, 609 - Certificate No.	PFB4I60VTD	Dated:	31 August 2021
L9, 610 - Certificate No.	BUET5R0UGE	Dated:	31 August 2021
L9, 611 - Certificate No.	6OQ909JWR9	Dated:	31 August 2021
L9, 612 - Certificate No.	SMERRMQI91	Dated:	31 August 2021
L9, 613 - Certificate No.	0YQPRRBABV	Dated:	31 August 2021
L9, 614 - Certificate No.	8BXRIWVT56	Dated:	31 August 2021
L9, 615 - Certificate No.	89WLJNH0VN	Dated:	31 August 2021
L9, 616 - Certificate No.	29SI0H7BRI	Dated:	31 August 2021
L9, 617 - Certificate No.	8JV6AQZWJ5	Dated:	31 August 2021
L9, 618 - Certificate No.	06NC21CFGE	Dated:	31 August 2021
L10, 701 - Certificate No.	7J1PP5CF6P	Dated:	1 September 2021
L10, 702 - Certificate No.	DW14S78LDH	Dated:	1 September 2021
L10, 703 - Certificate No.	OWQO4111MF	Dated:	1 September 2021
L10, 704 - Certificate No.	T5V0M9IRWV	Dated:	1 September 2021
L10, 705 - Certificate No.	H92KKZOM9I	Dated:	1 September 2021
L10, 706 - Certificate No.	0AXG6L3NVY	Dated:	1 September 2021
L10, 707 - Certificate No.	DJ216HBAST	Dated:	1 September 2021
L10, 708 - Certificate No.	YRZS9O3FDF	Dated:	1 September 2021
L10, 709 - Certificate No.	MO1EPSHO3B	Dated:	1 September 2021
L10, 710 - Certificate No.	G568R6GBOD	Dated:	1 September 2021
L10, 711 - Certificate No.	M3H6D7LTWQ	Dated:	1 September 2021
L10, 712 - Certificate No.	V856TZUTQL	Dated:	1 September 2021
L10, 713 - Certificate No.	X2RAD79MJD	Dated:	1 September 2021
L10, 714 - Certificate No.	V0L54JQTVN	Dated:	1 September 2021
L10, 715 - Certificate No.	4MX1KZV3E1	Dated:	1 September 2021
L10, 716 - Certificate No.	86NURTMG2G	Dated:	1 September 2021
L10, 717 - Certificate No.	PG3UT7E1NV	Dated:	1 September 2021
L10, 718 - Certificate No.	LGH5FZM1OL	Dated:	1 September 2021
L11, 801 - Certificate No.	PRAZXI6YWU	Dated:	1 September 2021
L11, 802 - Certificate No.	3QMR73GUII	Dated:	1 September 2021
L11, 803 - Certificate No.	G2VTCTFPVU	Dated:	1 September 2021
L11, 804 - Certificate No.	HWODDPN2ZH	Dated:	1 September 2021
L11, 805 - Certificate No.	9T8BU77CVL	Dated:	1 September 2021
L11, 806 - Certificate No.	JP4XAO1SG2	Dated:	1 September 2021
L11, 807 - Certificate No.	U4K4YAASVI	Dated:	1 September 2021
L11, 808 - Certificate No.	PG3E8R3IK4	Dated:	1 September 2021
L11, 809 - Certificate No.	HY7Y31UTS5	Dated:	1 September 2021
L11, 810 - Certificate No.	VW1FQEIEMT	Dated:	1 September 2021
L11, 811 - Certificate No.	7ORMQVV178	Dated:	1 September 2021

L11, 812 - Certificate No.	3CQLU57WA7	Dated:	1 September 2021
L12, 901 - Certificate No.	H3NBHRRGX3	Dated:	1 September 2021
L12, 902 - Certificate No.	BAQN91ADUC	Dated:	1 September 2021
L12, 903 - Certificate No.	CQ2KQFSUMQ	Dated:	1 September 2021
L12, 904 - Certificate No.	E14F65YYJL	Dated:	1 September 2021
L12, 905 - Certificate No.	8Y4ROMY0HD	Dated:	1 September 2021
L12, 906 - Certificate No.	ZC0Q3JPJBU	Dated:	1 September 2021
L12, 907 - Certificate No.	10ONQG23GW	Dated:	1 September 2021
L13, 1001 - Certificate No.	23ZRLJY7HZ	Dated:	1 September 2021
L13, 1002 - Certificate No.	9T45EE0QFZ	Dated:	1 September 2021
L13, 1003 - Certificate No.	N4HWCTK7F1	Dated:	1 September 2021
L13, 1004 - Certificate No.	3ASHEI3CDO	Dated:	1 September 2021

Nathers Rating – Summary prepared by:
Reference No. **PRE672**

NatHERS

Summary of Report prepared by:
Reference No. **PRE672**

Prorate Energy
Dated: **6 September 2021**

Fire Test Report – Ecose prepared by:
Test No. **20-001927**

AWTA
Dated: **28 April 2020**

Fire Test Report – Enviroseal CW prepared by:
Test No. **16-006359**

AWTA
Dated: **12 December 2016**

Fire Test Report – Enviroseal Proctorwrap prepared by:
Test No. **17-000553**

AWTA
Dated: **17 February 2017**

Fire Test Report – CSR Shaftwall prepared by:
Test No. **FCO-3063 Rev K**

CSIRO
Dated: **18 August 2022**

Fire Test Report – Piramax ISO2 Panel prepared by:
Test No. **FI3054-001**

BRANZ
Dated: **21 July 2021**

Fire Assessment Report – CSR Gyprock prepared by:
Report No. **FAS190252**

Warrington Fire
Dated: **26 October 2022**

Form 1 – Building Permit application form dated: **16 December 2019**

Documents forming part of this Stage One Building Permit approval are listed below. A copy of the approved stamped plans are to be kept on site at all times and must be available for viewing by the Building Inspector at the time of mandatory inspection stages nominated by the Relevant Building Surveyor.

Plan of Subdivision prepared by:
Reference No. **15-253 S35**

JRL Land Surveyors
Drawing No. **Sheet 1 of 2, Sheet 2 of 2.**

Neighbourhood and Site Description Plan prepared by:
Reference No. **-**

Terrain Consulting
Drawing No. **10015D01s**

Site Survey Plan prepared by:
Reference No. **10015D01s**

Terrain Consulting Group Pty Ltd
Drawing No. **Sheet 1 of 1**

Land Exchange prepared by:
Reference No. **15-253 P1 Version 1**

JRL Land Surveyors
Drawing No. **-**

Structural drawings prepared by:
Project No. **3339**

Mace Consult Pty Ltd
Drawing No. **S00(00), S01(01).**

Design Addendum prepared by:
Project No. **3339**

Mace Consult Pty Ltd
Pages: **45**

Certificate of Compliance – Structural Design
issued by:
Dated: **22 March 2022**

Pinnawala Gedara (Mudi) Chamara Ariyaratna - PE0003918

Certificate of Compliance – Structural Non-Design
issued by:

Yojitha Keshan Priadarshana Kodagoda Hewage - PE0002893

Dated: **22 March 2022**

PT drawings prepared by:
Project No. -

Slabtec Pty Ltd
Drawing No.

50031-22-0200-L1, 50031-22-0201-L1, 50031-22-0202-L1, 50031-22-0203-L1, 50031-22-0300-L2, 50031-22-0301-L2, 50031-22-0302-L2, 50031-22-0303-L2, 50031-22-0400-L3, 50031-22-0401-L3, 50031-22-0402-L3, 50031-22-0403-L3, 50031-22-0500-L4, 50031-22-0501-L4, 50031-22-0502-L4, 50031-22-0503-L4, 50031-22-0600-L5, 50031-22-0601-L5, 50031-22-0602-L5, 50031-22-0603-L5, 50031-22-0700-L6, 50031-22-0701-L6, 50031-22-0702-L6, 50031-22-0703-L6, 50031-22-0800-L7, 50031-22-0801-L7, 50031-22-0802-L7, 50031-22-0803-L7, 50031-22-0900-L8, 50031-22-0901-L8, 50031-22-0902-L8, 50031-22-0903-L8, 50031-22-1000-L9, 50031-22-1001-L9, 50031-22-1002-L9, 50031-22-1003-L9, 50031-22-1100-L10, 50031-22-1101-L10, 50031-22-1102-L10, 50031-22-1103-L10, 50031-22-1200-L11, 50031-22-1201-L11, 50031-22-1202-L11, 50031-22-1203-L11, 50031-22-1300-L12, 50031-22-1301-L12, 50031-22-1302-L12, 50031-22-1303-L12, 50031-22-1400-L13, 50031-22-1401-L13(1), 50031-22-1402-L13, 50031-22-1400-L13, 50031-22-1500-L14, 50031-22-1501-L14, 50031-22-1502-L14, 50031-22-1503-L14, (all rev A unless listed).

PT Computations prepared by:
Project No. -

Slabtec Pty Ltd
Pages: **198**

FRL Confirmation PT prepared by:
Project No. **50031-SL01**

Myoni Pty Ltd
Dated: **31 March 2022**

Certificate of Compliance – Structural Design
issued by:
Dated: **4 April 2022**

Anthony Peter Watson - PE0003084

Structural drawings prepared by:
Project No. **17173**

Webber Design
Drawing No. S000, S001, S002, S030, S031, S032, S035, S036, S037, S038, S039, S040, S048, S049, S050, S100, S101, S102, S103, S105, S106, S107, S108, S110, S115, S120, S130, S200, S210, S220, S260, S280, S290, S300, S310, S800, S801, S805, S820, S825, S826, S827, S828, S850, S855, S877, S878, S879, S880, S881, S882, S885, S886, S887, S905, S906, S907, S908, S950, S951, S955, S956, S957, S960, S961, S970, S971, S980, S981, S990 (all rev C1).

Structural computations prepared by:
Project No. **WD17173**

Webber Design
Pages: **1066**

Geotechnical Investigation Report prepared by:
Project No. **5948-3-R**

GeoAust Geotechnical Engineers Pty Ltd
Dated: **19 March 2019**

Certificate of Compliance – Structural Design
issued by:
Dated: **16 March 2022**

Paul David Watters - PE0001766

Certificate of Compliance – Structural Non-Design
issued by:
Dated: **16 March 2022**

Peter Michael Rodrigues - PE0000141

FRL Confirmation (Building Permit Regulatory Assessment
Checklist - Written Responses) issued by:
Reference No **HUBPM-RFI-000001**

Webber Design
Dated: **19 April 2022**

Civil drawings prepared by: Project No. 17173	Webber Design Drawing No. C000, C001, C200, C201, C210, C300, C301, C310 (all rev C1).
Civil computations prepared by: Project No. 17173	Webber Design Pages: 21
Certificate of Compliance – Civil Design issued by: Dated: 23 March 2022	Paul David Watters - PE0001766
Electrical Services drawings prepared by: Project No. 8432	O'Neill Group Drawing No. E01, E02, E03, E04, E05, E06, E07, E08, E09, E10, E11, E12, E13, E14, E15, E16, E17, E18, E19, E20, E21, E22, E23, E24 (all rev 0).
Certificate of Compliance – Electrical Design issued by: Dated: 22 April 2022	David O'Flaherty - PE0002641
Mechanical Services drawings prepared by: Project No. 8432	O'Neill Group Drawing No. M01, M02, M03, M04, M05, M06, M07, M08, M09, M10, M11, M12, M13, M14, M15, M16, M17, M18, M19, M20, M21, M22 (all rev 0).
Certificate of Compliance – Mechanical Design issued by: Dated: 22 April 2022	Trang Tan Hoang Nguyen - PE0003664
Hydraulic Services drawings prepared by: Project No. 8432	O'Neill Group Drawing No. H01, H02, H03, H04, H05, H06, H07, H08, H09, H10, H11, H12, H13, H14, H15, H16, H17, H18, H19, H20, H21, H22, H23, H24, H25, H26, H27, H28, H29, H30, H31, H32, H33, H34, H35 (all rev 0).
Certificate of Compliance – Hydraulic Design issued by: Dated: 22 April 2022	Michael John Di Paola - PE0001529
Fire Sprinklers Services drawings prepared by: Project No. 8432	O'Neill Group Drawing No. F01, F02, F03, F04, F05, F06, F07, F08, F09, F10, F11, F12, F13, F14, F15, F16, F17, F18, F19, F20 (all rev 0).
Certificate of Compliance – Fire Design issued by: Dated: 22 April 2022	Trang Tan Hoang Nguyen - PE0003664
Report and Consent from the Chief Officer – Regulation 129 Report No. 2200299	Dated: 11 February 2022
Form 6 –Protection Work Required prepared by: Reference No. 201700329	Floreancig Smith Building Surveyors Dated: 5 March 2019
Protection Work notices issued to: Form 7 Dated: 21 March 2022	Carpark and footpath adjacent to 294 Bell St, Heidelberg West No Response 14 April 2022 Email Confirmation Dated:
Form 9 – Protection Work Determination prepared by: Reference No.	Floreancig Smith Building Surveyors Dated:
Fire Test Report – Centre Opening prepared by: Certificate No. 771	BRANZ Dated: 17 January 2018
Fire Safety Engineering Report prepared by: Reference No. 173170_FER_06	Affinity Fire Engineering (UK) Ltd Dated: 27 January 2022
Alternative Solution Assessment Report prepared by:	BBP Architects

Dated:	25 March 2019		
Legal Point of Discharge (Regulation 133) Issued by:		Banyule City Council	
Reference No.	-	Dated:	10 May 2018
Legal Point of Discharge Plan Issued by:		Banyule City Council	
Reference No.	-	Dated:	17 July 2018
Certificate of Title		Volume:	08158 Folio 568
Planning Permit issued by:		Banyule City Council	
Reference No.	P312/2010	Dated:	31 January 2013, 17 December 2021 (amended), 5 October 2021 (extension of time)
Endorsed Drawings:	TP02(A), TP03.0(B), TP03.1(B), TP03.2(B), TP03.3(B), TP04, TP05, TP06, TP07(A), TP08, TP09(A), TP09.1, TP10, TP11(A), TP12(A), TP13(A), TP14, TP15, TP16, TP17, TP19(A).		
Construction Management Plan Approval issued by:		Banyule City Council	
Reference No.	D22/40138	Dated:	28 February 2022
Conditions of Approval of Plans and Specifications for Road and Drainage Construction in Connection with any Developments issued by:		Banyule City Council	
Dated:	9 December 2021		
Council Drainage Approval email issued by:		Banyule City Council	
Dated:	14 January 2022		
Council R153 Approval email issued by:		Webber Design	
Dated:	12 January 2022		
Letter of compliance issued by:		Forte Lift Services	
Dated:	23 March 2022		
Property information response issued by:		Banyule City Council	
Reference No.	70593249	Dated:	15 October 2021
Flooding information response from Melbourne Water			
Reference No.	MWA-1226623	Dated:	29 September 2021
Domestic Building Contract signed and dated:		18 February 2022 (HDP) and 21 February 2022 (Owner)	
Council Approval for Public Protection Measures (Regulation 116) issued by Banyule City Council			
Reference No.	2022-3240	Dated:	14 February 2022
Endorsed	Reg 126,		
Drawings	Drawings No: PQ (pages 3-6)		
Form 1 – Building Permit application form dated:		16 December 2019	

ANNEXURE B

PERMIT CONDITIONS

Project Description:	Proposed Mixed Use Development Over Basement Carpark
Project Address:	294 Bell Street, Heidelberg West VIC 3081
Building Permit No:	9351754732866/B
Floreancig Smith Ref No:	201700329

The following conditions form part of this Building Permit Approval READ THEM CAREFULLY.
It is the responsibility of the permit holder/applicant to ensure the building permit conditions listed below are satisfied prior to the completion of works and issue of Occupancy Permit.

BUILDING REGULATIONS 2018 & BUILDING ACT 1993

1. Protection of the Public (Building Regulation 116)

The builder is to ensure that all necessary precautions are undertaken for the protection and safety of the public. The relevant building surveyor must approve the precautions prior to the commencement of the building works.

All hoarding/ precaution works must be erected as per the Regulation 116 consent for the purpose of public protection issued by Banyule City Council. It is the responsibility of the builder to ensure all conditions are adhered to.

2. Finished Floor Level (Regulation 153)

The finished floor level of the building to be 300mm above 63.2m AHD as required by Council consent and is to be confirmed by a licensed Land Surveyor.

3. Planning Permit

It is the responsibility of the permit holder/ applicant to ensure all Planning Permit conditions are satisfied prior to the commencement/occupant of the works.

The development as shown on the endorsed plans must not be altered without the written consent of the Banyule City Council

4. Building Permit Exclusions

Stage One Building Permit pertains to construction of Structure & Services only.

Stage Two Building Permit pertains to Remainder of Works - Architectural Scope only

Works beyond this scope do not form part of this Stage Two Building Approval

5. Record of Piling (Regulation 127)

Within 28 days of completion of piling works including screw piles, a complete record of the operations must be forwarded to this office for our records.

6. Building Inspections (Part 12)

A letter from a Registered Structural Engineer stating that all structural components of the building/works, including foundation material, reinforced concrete, structural steel work and load bearing blockwork, precast concrete panels and tilt-up panels have been supervised and installed in accordance with the relevant Australian Design Codes and plans and specifications approved as part of the permit.

A letter from the Structural Engineer/Contractor stating that all handrails, balustrades and fixings were designed and installed to resist loads to AS 1170;

7. Provision & Display of Permit Information (Regulation 41)

A copy of the following information must be displayed on the allotment in a conspicuous position accessible to the public for the duration of the building work to which this permit applies:

- Builder registration numbers and contact details
- Relevant Building Surveyor registration number and contact details
- Building Permit number and date of issue.

8. Building Works

Building works must be undertaken in accordance with the Building Code of Australia, the Building Regulations 2018 and the Building Act 1993.

9. Covenant or Encumbrance

This approval does not have the effect of endorsing that the design complies with any restrictive covenant or any other encumbrance over the subject land. It is the owner's responsibility to ensure compliance with any covenant or encumbrance. Failure to comply with any relevant covenants/encumbrances could result in legal proceedings from other beneficiaries.

10. Variation to Approved Documentation

No variation from or alteration of the approved plans or specification shall be made prior to obtaining written consent from the Relevant Building Surveyor.

NATIONAL CONSTRUCTION CODE (NCC) 2016 – Volume 1 (Pre-Amendment)

1. External Walls including Cladding, Insulation & Sarking (Specification C1.1, C1.9 & C1.14)

In buildings of Type A or B construction external claddings and insulation is to be of non-combustible material. Any change to the external wall systems including claddings, insulation, sarking and ancillary elements are to be reviewed prior to installation, to the satisfaction of the RBS.

Sarking is required to have a maximum thickness of 1mm and a flammability index of not more than 5.

2. Operation of Door Latches (Clause D2.21)

A door in a required exit, forming part of a required exit or in the path of travel to a required exit must be readily openable without a key from the side that faces a person seeking egress, by a single hand downward action or pushing action on a single device which is located between 900mm and 1200mm from the floor.

3. Emergency Lighting and Exit Signage (Clauses E4.2, E4.4, E4.5, E4.6)

The emergency lighting and exit signs to be installed are to comply with the requirements of AS2293.1.

4. Mechanical Ventilation (Clause F4.5)

The mechanical ventilation system is to comply with AS1668.2-2012

5. Mechanical Ventilation in Class 7a Carparking (Table E2.2a)

The mechanical ventilation system provided to the carparking area must operate in fire mode in accordance with the provisions of Clause 5.5 of AS/NZS1668.1.

6. Sprinklers (Clause E1.5)

Sprinkler System is to be in accordance with AS2118.1.

All covered balconies must be provided with sprinkler protection in an AS2118.1 sprinkler protected building.

Per AS2118.1-2017, where sprinkler protection is not provided to a cupboard where the floor area does not exceed 2.5m² then sprinklers in the adjoining room/corridor must be positioned in front of the cupboard door to provide coverage if the doors were open.

7. Early Fire Hazard Indices (Clause C1.10 & Specification C1.10)

All new-fixed surface finishes and insulation is to comply with the requirement of NCC Clause C1.10 & Specification C.10, Table 2, 3 & 4. Floor, wall and ceiling linings are to be based on sprinklered buildings and the location of installation. Test Reports and product data from the manufacturer is to be provided for approval prior to installation.

8. Glazing (Clause B1.4)

All new glazing is to comply with AS1288 and AS2047. Decals to be installed min 75mm in width located between 900-1000mm from finished floor level

9. Fire Main Pressures & Flows (Clauses E1.3 and E1.4)

New wet fire installations must be independently tested to determine the pressures and flows prior to the final inspection and a report submitted for consideration.

10. Portable Fire Extinguishers (Clause E1.6)

Fire extinguishers are required to be installed in accordance with AS2444 and supported on wall brackets approximately 1m above floor height.

- 2A:20B:E dry chemical extinguisher adjacent to emergency services switchboard
- ABE Type 2.5kg portable fire extinguishers are to be located not more than 10m from sole-occupancy entry doors

11. Construction of Sanitary Compartments (Clause F2.5)

Inward swinging toilet doors to enclosed sanitary compartments must be readily removable from the outside, unless there is a clear space of at least 1.2m between the closet pan within the sanitary compartment and the nearest part of the doorway.

12. Balustrading (Clause D2.16)

Balustrading to be at least 1000mm above landings and 865mm above the nosings of treads. Maximum 125mm spacing between balustrades.

Other than barriers in fire-isolated stairs, the balustrade must not contain openings greater than 125mm.

Where floors are more than 4m above the surface below the barrier must not contain any horizontal or near horizontal elements between 150mm and 760mm above the FFL and must not facilitate climbing (i.e. no A/C condenser units, GPO's or the like within 1m of the balustrade nor shall connections/fixing create footholds greater than 10mm).

13. Goings and Risers (Clause D2.13)

Stair flight riser heights to steps to not exceed 190mm and going length for treads to be at least 250mm consistent throughout.

14. Fixed Platforms, Walkways, Stairways and Ladders (Clause D2.18)

All fixed platforms, walkways, stairways and ladders to be in accordance with AS1657.

15. Service Installations in the Exits and Paths of Travel (Clause D2.7)

Electrical switchboards in the path of travel to exits to be enclosed in metal or other non-combustible cabinets with smoke proof doors.

16. Openings for Service Installations (Clause C3.15)

All service penetrations through fire rated building elements to be treated in accordance with Clause C3.15 of the BCA inter-alia AS4072 in order to maintain the fire resistance level of that element.

17. Fire Precautions During Construction (Clause E1.9)

During construction

- a) not less than one fire extinguisher to suit Class A, B and C fires and electrical fires must be provided at all times on each storey adjacent to each required exit or temporary stairway or exit; and
- b) after the building has reached an effective height of 12m:
 - i) the required fire hydrants and fire hose reels must be operational in at least every storey that is covered by the roof or the floor structure above, except the two (2) uppermost storeys, and
 - ii) any required booster connections must be installed.

18. Energy Efficiency (Part J5)

Works to the mechanical ventilation system to comply with Part J5 – Air Conditioning & Ventilation Systems. Confirmation of compliance is to be provided from the contractor upon completion of works.

19. Energy Efficiency (Part J6)

Works to the electrical systems system to comply with Part J6 – Artificial Lighting & Power. Confirmation of compliance is to be provided from the contractor upon completion of works.

20. Artificial Lighting

The artificial lighting system to comply with AS1680.

21. Waterproofing (F1.7)

Waterproofing to walls and floors to wet areas to be provided where required by F1.7 in accordance with AS3740. Certification will be required by the contractor prior to a certificate of final inspection/occupancy permit being issued.

22. Waterproofing Membranes (Clause F1.4)

Waterproofing membranes for external above ground use (i.e., balconies) must comply with the requirements of AS4654.1 and AS4654.2. Confirmation required from sub-contractor upon installation.

23. Slip Resistance (Table D2.14)

Slip resistance classification for stairways, landings and ramps is to be in accordance with Table D2.14 and AS4586. Details are to be provided and approved prior to installation or construction. Slip rating of P3(Dry) and/or P4(Wet) required to all treads, ramps and landings.

24. Signage (Clause D2.23 / E3.3 / Australian Standards)

Signage must be installed to Fire/Smoke safety doors, lifts and fire service equipment enclosures.

- Fire/Smoke door on self-closing device – **FIRE SAFETY DOOR DO NOT OBSTRUCT DO NOT KEEP OPEN** (20mm lettering in colour contrasting to the background, both sides of the door).
- Fire door discharge from fire isolated stair – **FIRE SAFETY DOOR – DO NOT OBSTRUCT** (20mm lettering in colour contrasting to the background, both sides of the door).
- Lifts – **DO NOT USE LIFTS IF THERE IS A FIRE** (10mm high lettering) OR **Do not use lift if there is a fire** (8mm high lettering).
- Fire Hydrants – **FIRE HYDRANT** (75mm lettering (external) application and 50mm (internal application) in colour contrasting to the background).
- Fire Hose Reel - **FIRE HOSE REEL** (75mm lettering (external) application and 50mm (internal application) in colour contrasting to the background).
- Boosters – **HYDRANT BOOSTER / SPRINKLER BOOSTER / COMBINED HYDRANT and SPRINKLER BOOSTER** (50mm lettering in colour contrasting to the background).
- Feed Hydrant within booster enclosure – **FH** within 100mm diameter circle.
- Fire Indicator Panel - **FIRE INDICATOR PANEL** (50mm lettering in colour contrasting to the background).
- Fire Pump Room – **HYDRANT / SPRINKLER /SPRINKLER and HYDRANT PUMP ROOM** (50mm lettering in colour contrasting to the background).

25. Sarking & Flashing (Clause F1.6)

Sarking used for weatherproofing of roofs and external walls must comply with AS4200 Parts 1 & 2 and must be installed in accordance with the manufacturer's requirements.

It is the responsibility of the building practitioner to ensure all flashing is adequately installed throughout.

26. Services within Fire Isolated Stairs (D2.7)

Services not associated with or required to be located within the fire isolated stairs must not pass into or through the fire isolated stairwells or fire isolated exit passageways.

27. Occupant Warning System (Specification E2.2a)

The occupant warning system is required to be connected to a fire station or fire station dispatch centre in accordance with AS1670.3. Certification will be required prior to the occupancy permit being issued.

28. Seismic Actions (B1.2, Inter-Alia AS1170.4)

Structural design for earthquake actions per AS1170.4 must be included within the design and construction of this building as appropriate. This is relevant to the overall structure of the building and parts and components under Clause 8.1.4 of AS1170.4

29. Access Provisions for People with Disabilities (Clause D3.3)

All new doorways to measure a minimum of 920mm in width and provide a clear opening of 850mm. Door approach and latch clearance to be provided to satisfy provisions for disabled access and circulation in accordance with AS1428.1-2009.

Frameless/Glazed doors and partitions capable of being mistaken for openings must be clearly marked with a 30% luminance (min) contrasting strip not less than 75mm thick between 900mm-1000mm above the FFL to the full width of the door/partition.

A unisex accessible sanitary compartment is to be provided in accordance with AS1428.1-2009 including all fixtures and fittings.

In addition, a sanitary compartment suitable for a person with an ambulant disability to be provided in accordance with AS1428.1-2009 including all fixtures and fittings.

Handrails to be installed to both sides of stairways and be provided with extensions and 180° turn through in accordance with Figure 26 of AS1428.1-2009. A clearance of 1m to be provided between handrails.

Grabrails to be installed to disabled sanitary facilities in accordance with Figure 42 of AS1428.1-2009. A minimum clearance of 1100mm to be provided between closet pan and hand basin, and 300mm from the door swing and washbasin.

Braille signage to be installed in accordance with BCA Specification D3.6 and AS1428.1-2009 located between 1200-1600mm from FFL.

Push Button (Manual control of power operated door) must be 25mm (min) in width, proud of the surface, not less than 500mm from an internal corner, between 1m and 2m of the door and located between 900mm and 1100mm above the FFL.

A portable hearing augmentation device must be provided in accordance with NCC Clause D3.7 where an inbuilt amplification system is installed. Details of the proposed system must be provided for approval prior to installation.

The disabled accessible car parking space located at the front of the building with appropriate signage is to be provided with a surface gradient not exceeding 1:40 for concrete and 1:33 for asphalt in accordance with AS2890.6-2009.

OTHER

1. FRV Consent of the Chief Officer (Regulation 129)

The Fire Rescue Commissioner consents to the Variations as listed in the Regulation 129 consent, subject to the implementation of the **prescribed** items refer FRV consent number 2200299 dated 11 February 2022.

2. Fire Engineering Assessment Report

This Building Permit is subject to a Fire Engineering Assessment Report (Refer to Annexure – A). All conditions and construction measures detailed within the report must be implemented.

3. Flooding Approval

This Building Permit is subject consent from the relevant authority to permit construction within flood prone land / land subject to inundation (Refer to Annexure – A). All conditions and construction measures detailed within the authorities' approval must be implemented.

4. Proprietary Building Products.

The builder is responsible to adopt and install appropriate proprietary accredited building products and is to ensure that those products/assemblies are fit for the purpose they are intended and are installed in accordance with the manufacturer's specifications/ requirements for that system. It is recommended that the builder seek manufacturer's product installation inspections and confirmation from the supplier/manufacturer to confirm that the product/assembly has been installed in accordance with the requirements of the manufacturer.

Installation remains the responsibility of the builder. Receipt of product and certification of installation must be provided at completion of project prior to issue of Occupancy Permit.

ANNEXURE C

RELEVANT BUILDING SURVEYORS NOTES

Project Description: **Proposed Mixed Use Development Over Basement Carpark**

Project Address: **294 Bell Street, Heidelberg West VIC 3081**

Building Permit No: **9351754732866/B**

Floreancig Smith Ref No: **201700329**

GENERAL

Inspection Notification Procedure

- Inspections must be booked with 48 hours of notice directly with Floreancig Smith via email or phone.
- Inspections may be booked for early or late morning or afternoon time frames only. Specific times cannot be provided.
- Inspections must be ready for time of booking confirmation or they will not be approved.
- Same day cancellations will count towards the number of inspections included in the fee proposal and will incur a cancellation fee.
- Cancellations due to inclement weather will be exempt at the discretion of the allocated inspector.
- If inspections are to be carried out by the project engineer. The inspection is required be carried out by a registered engineer in persons and reports are to be provided to our office for review within 24 hours of the inspection. Floreancig Smith must be notified and engaged with where the engineer is performing a mandatory inspection.

Termites

This site is subject to termite infestation. Ensure termite protection is provided in accordance with AS3660.1

Other Fees and Permits

All additional permits required by the City of Banyule shall be obtained and fees or deposits lodged for same (e.g. Road Access, Road Occupation, Hoarding, Health Approval, Asset Protection etc.).

BUILDING ACT 1993

Town Planning (Section 24)

A Planning Permit is required for the proposed building works and has been issued by Banyule City Council. Please refer to planning permit listed in Annexure A for conditions & expiry dates.

Application of New Building Regulations to Building Work (Section 10)

It has been considered that substantial progress was made on the design of the building prior to the adoption of BCA 2019 Volume One Amendment 1. Therefore, this building permit has been assessed under BCA 2016

Under Section 10 (4) of the Building Act the following requirements will be adopted from NCC 2019;

- NCC Clause C1.9 (e)(vi) – To permit sarking type materials that do not exceed 1mm in thickness and have a flammability index not greater than 5.

BAMS reforms – Applicant / Owner's notification required (Section 205KA)

It is the owner /applicant's duty to monitor the construction cost and maintain records of cost of work. Owner/applicant must notify the VBA of any increase in construction cost within 28 days of becoming aware of the final revised cost. Penalty levy will apply where notification is not provided.

BUILDING REGULATIONS 2018

Display of Permit Information – Signage (Building Regulation 41)

The person in charge of carrying out building works must take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor, the number of the relevant building permit and the issue date of the permit are displayed. Signage to be displayed in a conspicuous position accessible to the public prior to the commencement of building works and is to remain visible and legible for the duration of building works.

Protection of Adjoining Properties (Building Regulation 111) – Issued

Pursuant to Regulation 111 protection works notices Forms 7 and 8 have been issued in accordance with Part 7 of the Act. The owner/agent of the owner should be aware of their obligation to carry specific insurance under Section 93 of the Act and have dilapidation survey of the adjoining property in place which has been acknowledged by the adjoining property owner prior to commencement of protection works in accordance with Section 94 of the Act.

A determination under Regulation 111(3) has been made

Documentation of Determination of Performance Solution (Regulation 38)

This building design has been assessed to achieve compliance with the Performance Requirements of the Building Code of Australia pursuant to Building Regulation 38. The following alternative building solutions have been verified as part of this approval, contrary and relative to the following BCA Clauses.

Performance Provision	DtS Provision	Assessment Method	Description	Practitioner Details	Report Number
CP1 and CP2	NCC Clause C1.1, Specification C1.1	A0.5 (b) (ii)	The Class 6 parts and Class 5 parts are proposed to have reduced FRLs of 90/90/90 (loadbearing) and -/90/90 (non-loadbearing) in lieu of 180/180/180 (loadbearing) and -/180/180 (non-loadbearing) for Class 6 parts and 120/120/120 (loadbearing) and -/120/120 (non-loadbearing) for Class 5 parts respectively.	Affinity Fire Engineering	173170_FER_06
CP1 and CP2	NCC Clause C1.1, Specification C1.1– Clause 3.1	A0.5 (b) (ii)	The building design incorporates vapour permeable wall wrap (Bradford Enviroseal ProctorWrap) to the external wall cavities which is not deemed “non-combustible” in accordance with AS1530.1.	Affinity Fire Engineering	173170_FER_06
CP2, DP4 and EP2.2	NCC Clause C2.14	A0.5 (b) (ii)	Public corridors lengths within Building 1 and Building 2 are proposed to exceed the DtS allowances of 40m with worst case is upto 54.5 m on Level 4 in Building 1 and Building 2 .	Affinity Fire Engineering	173170_FER_06
CP2, CP8, DP4, DP5 and EP2.	NCC Clause C3.9	A0.5 (b) (ii)	Hydrant test drains are proposed to be located within the fire-isolated stairs and penetrate the fire-rated stair shaft wall.	Affinity Fire Engineering	173170_FER_06
DP4 and EP2.2	NCC Clause D1.4	A0.5 (b) (ii)	Travel distances to a exit within the North Ground Floor carparking area are proposed to exceed the DtS allowances (Up to 27m in lieu of 20m)	Affinity Fire Engineering	173170_FER_06
DP4 and EP2.2	NCC Clause D1.5	A0.5 (b) (ii)	Separation of alternative exits is proposed to be 3.5m on the Ground Floor Building 1 and 4m on all other levels (in lieu of 9m) in the subject building due to the design of the scissor stair.	Affinity Fire Engineering	173170_FER_06
DP4, DP5 and EP2.2	NCC Clause D1.7	A0.5 (b) (ii)	Fire-isolated stairs (Scissor Stair Set 1 and Scissor Stair Set 2) discharge internally into the Ground floor fire and smoke rated lobbies, in lieu of directly to a road or open space. Alternative egress routes are provided from Scissor Stair Set 1 via the ground floor Building 1 entry lobby or Building 1 back-of-house passageway serving Coomalie Crescent. Alternative egress routes are provided from Scissor Stair Set 2 via the ground floor Building 2 entry lobby or Building 2 back-of-house passageway serving Coomalie Crescent.	Affinity Fire Engineering	173170_FER_06

DP2	NCC Clause D2.22	A0.5 (b) (ii)	The building design incorporates the use of electric strikes interfaced with the GFA and provided with back-up break glass alarms as a means of providing re-entry from fire isolated stairs in lieu of non-locked doors at every fourth level.	Affinity Fire Engineering	173170_FER_06
EP1.1	NCC Clause E1.4	A0.5 (b) (ii)	The building is proposed to have the following non compliances in regards to fire hose reels: ❑ Fire hose reel (FHR) coverage is not provided to fire and smoke lobbies, and commercial tenancies on the ground floor. Portable fire extinguishers shall be provided in lieu. ❑ Fire hose reel (FHR) are located more than 4m from an exit in the carpark.	Affinity Fire Engineering	173170_FER_06
EP1.4	NCC Clause E1.5	A0.5 (b) (ii)	Sprinklers are proposed to be omitted to the top of the lift shaft. Thermal detection linked to SSISEP shall be provided in lieu. Furthermore, it is proposed to omit a sprinkler head to the bathroom showers only.	Affinity Fire Engineering	173170_FER_06
EP2.2	NCC Clause E2.2 and E2.3	A0.5 (b) (ii)	Zone smoke control is proposed to be omitted to the ground floor Class 6 retail tenancy.	Affinity Fire Engineering	173170_FER_06
EP4.3	NCC Clause E4.9	A0.5 (b) (ii)	The building design incorporates the deletion of the Warden Intercommunication Points (WIPs) throughout the building. An Emergency Telephone System (ETS) in accordance with MFB Guideline GL-01 shall be provided within the building	Affinity Fire Engineering	173170_FER_06
CP1 and CP2	NCC Specification C1.1 Clause 3.1(b)	A0.5 (b) (ii)	The building is proposed to include plastic packers and timber noggins installed within the external or bounding walls (or non-loadbearing internal walls that are required to be non-combustible) for fixing joinery, windows and doors.	Affinity Fire Engineering	173170_FER_06
DP4	NCC Clause D1.2 (b) (i)	A0.5 (b) (ii)	The building design incorporates a single exit to the Northern Carpark on the Ground Floor in lieu of two	Affinity Fire Engineering	173170_FER_06
FP1.6	F1.11	A0.5c A0.5d	Provision of floor wastes It is proposed to utilise the floor waste in the shower enclosure to serve as a floor waste to the bathroom. This is permissible, however the Deemed-to-Satisfy Provisions require the entire floor of the bathroom to be graded to the floor waste with a gradient of 1:100 per AS3740. The alternative Solution is that the floor to the bathroom will not be graded. Note that the floor within the shower enclosure will be graded and compliant to AS3740.	BBP Architects	Alternative Solution Assessment Report dated 25 March 2019

DP1 / D3.1	D3.1	A0.5c A0.5d	To permit Ground Level doors to building 1 stair lobby and Ground Level Building 1 door from carpark, doors have reduced latchside circulation space on one side.	Before Compliance	00077-22
DP1, DP2 / D3.3 and AS1428.1-2009	D3.5	A0.5c A0.5d	To permit stair from carpark to BOH corridor of Building 2 and carpark level stairs to have reduced handrail extensions.	Before Compliance	00077-22
DP1, DP2/ D3.3 and AS1428.1-2009	D3.3	A0.5c A0.5d	To permit Ramp from carpark to Building 2 lobby to have reduced handrail extensions.	Before Compliance	00077-22
DP1 / D3.3 and AS1428.1-2009	D3.3	A0.5c A0.5d	To permit access paths to some storage cages do not provide compliant 180 degree turning spaces and Building 2 Ground Level storage cages are accessed via stair. To accept this minimum 5% of the overall number of storages cages are to be provided as surplus to the total number of linked cages and these are to be located in an accessible area.	Before Compliance	00077-22
DP1, DP2 / D3.3 and AS1428.1-2009	D3.3	A0.5c A0.5d	To permit ramps occur along carpark aisles and will not provide TGSi, handrails or kerbrails and exceed maximum 9000mm between landings.	Before Compliance	00077-22
DP1 / D3.1 and AS1428.1-2009	D3.3	A0.5c A0.5d	To permit the communal terrace access doors to have reduced doorway circulation space	Before Compliance	00077-22
DP1 / D3.1 and AS1428.1-2009	D3.3	A0.5c A0.5d	To permit the corridors to the communal to not provide minimum 1540mm x 2070mm turning space within 2m of the end of the accessway.	Before Compliance	00077-22
DP1 & FP2.1 / D3.1, F2.3, D3.6, F2.4	D3.3	A0.5c A0.5d	To permit the use of unisex toilets within building	Before Compliance	00077-22
DP1(a)(i) & DP8(a)(b) / D3.1, D3.5	F3.2	A0.5c A0.5d	To Permit reduced Accessible carpark and shared space - The carpark and shared space are 4900mm long in lieu of 5400mm.	Before Compliance	00077-22
FP1.4	F1.4 & F1.5	A2.2(1)(a)	Concrete as roof cladding against the Performance Requirements FP1.4 of the National Construction Code 2016 (NCC) Volume 1.	G&P Consulting Engineers	22597
FP3.1, DP2, DP4	F3.2	A0.5c A0.5d	To permit the ceiling height is minimum 1950mm in some locations within fire stairs 1 and 2 in lieu of minimum 2000mm within a stairway measure above the line of the stairway nosings.	Before Compliance	00077-22

Reporting Authority Consents (Building Regulation 129)

Reporting Authority Consents have been sought and obtained for the following matter:

- **Variation 1**
NCC E1.3 AS2419.1 clause 4.1.2
To permit installation of Magnetic Flow Meter
- **Variation 2**
NCC Clause E1.3 AS2419.1 Clause 7.3
To permit Boosters to be located within 10m of the building without compliant shield wall with a FRL 90/90/90
- **Variation 3**
NCC Clause E1.3 AS2118.1-1999

To permit Grade 2 Water supply in lieu of Grade 1 / Alternate Supply for building over 25m.

- **Variation 4**

NCC Clause E1.3 AS2419.1 Clause 3.2.3.1

To permit hydrants to serve areas other than the level which they are located

ANNEXURE D

MAINTENANCE SCHEDULE (R222 / SCHEDULE 8)

Project Description & Use of the building: **Proposed Mixed Use Development Over Basement Carpark**

Classification Under the NCC: **2, 5, 6 & 7a**

Project Address: **294 Bell Street, Heidelberg West VIC 3081**

Building Permit No: **9351754732866/B**

Floreancig Smith Ref No: **201700329**

This schedule has been issued because Essential Safety Measures (ESM) have been required to be provided/alterd in the above building under conditions of the Occupancy Permit for this project and be maintained to the prescribed frequency and levels of performance:

Essential Safety Measure	Date of occupancy permit or maintenance determination for which the ESM is specified in an occupancy permit or maintenance determination relating to the building and/or place. Insert date that each ESM was required to be provided in chronological order	Document or legislation which lists ESM and the maintenance requirements for those ESMs relating to a building and/or place. Insert occupancy permit no., maintenance determination date	The level of performance that each ESM is required to achieve to fulfil its purpose	The frequency and type of maintenance, testing and inspections required for each ESM
PART 1 – Building Fire Integrity				
Building elements required to satisfy prescribed fire resistance levels	N/A	N/A	Section C, D1.12 As per AS1851-2012	Annual As per AS1851-2012
Materials and assemblies required to satisfy prescribed fire hazard properties	N/A	N/A	C1.10	Annual As per AS1851-2012
Elements required to be non-combustible, provide fire protection, compartmentation, or separation	N/A	N/A	C2.5 to C2.14, C3.3, C3.11, D1.7 - D1.8, E1.3, G3.4, Spec E2.2b	Annual As per AS1851-2012
Fire doors (including sliding fire doors and their associated warning systems) and associated self-closing, automatic closing and latching mechanisms	N/A	N/A	C2.12 to C2.13, C3.4 to C3.8, C3.10 to C3.11, D1.7 to D1.8, D1.12	Annual As per AS1851-2012
Fire-protection at service penetrations through elements required to be fire-resisting with respect to integrity or insulation, or to have a resistance to the incipient spread of fire	N/A	N/A	C3.12, C3.13, C3.15	Annual As per AS1851-2012
Smoke doors and associated self-closing, automatic closing and latching mechanisms	N/A	N/A	Specification C2.5, D2.6	Annual As per AS1851
PART 2 – Means of Egress				
Paths of travel to exits	N/A	N/A	D1.6	Every 3 months As per AS1851
Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected)	N/A	N/A	D1.7, D1.9 to D1.11, D2.12, G4.3, G4.6, G4.7	Inspection every three months to ensure there are no obstructions and no alterations. As per AS1851-2012 Part 15

Essential Safety Measure	Date of occupancy permit or maintenance determination for which the ESM is specified in an occupancy permit or maintenance determination relating to the building and/or place. Insert date that each ESM was required to be provided in chronological order	Document or legislation which lists ESM and the maintenance requirements for those ESMs relating to a building and/or place. Insert occupancy permit no., maintenance determination date	The level of performance that each ESM is required to achieve to fulfil its purpose	The frequency and type of maintenance, testing and inspections required for each ESM
Exits (including fire-isolated stairways and ramps, non-fire isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire-isolated passageways)	N/A	N/A	D2.2 to D2.3, D2.8 to D2.11, D2.13, D2.16 to D2.17	Inspection every three months to ensure there are no obstructions and no alterations. As per AS1851
Smoke lobbies to fire-isolated exits	N/A	N/A	D1.7, D2.6	Annual inspection for damage, deterioration, or unauthorised alteration. As per AS1851
Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms	N/A	N/A	D1.6, D2.19 to D2.21, D2.23	Inspection every three months to ensure doors are intact, operational and fitted with conforming hardware As per AS1851
PART 3 - Signs				
Exit signs (including direction signs)	N/A	N/A	Specification D1.12, D1.12, E4.5, E4.6, E4.8 and Specification E4.8	Every six months to AS 2293.2-1995 Check monthly that signs are clean, not obstructed, have sufficient lighting levels to facilitate charging and are clearly visible to persons approaching the exit. As per AS1851
Signs warning against the use of lifts in the event of fire	N/A	N/A	E3.3	Annual inspection to ensure the warning sign is in place and legible. As per AS1851
Signs, intercommunication systems, or alarm systems on doors of fire-isolated exits stating that re-entry to storey is available	N/A	N/A	D2.22	As per AS1851
Signs alerting persons that the operation of doors must not be impaired	N/A	N/A	D2.23	Annual inspection to ensure the warning sign is in place and legible. As per AS1851
PART 4 – Lighting				
Emergency lighting	N/A	N/A	E4.2, E4.4	Every six months to AS/NZS 2293.2-1995. As per AS1851
PART 5 – Fire Fighting Services & Equipment				
Fire hydrant system (including on-site pump set and fire service booster connection)	N/A	N/A	E1.3	As per AS1851
Fire hose reel system	N/A	N/A	E1.4	As per AS1851
Sprinkler system	N/A	N/A	E1.5, G3.8, H1.2	As per AS1851
Portable fire extinguishers	N/A	N/A	E1.6	As per AS1851
PART 6 – Air Handling Systems				

Essential Safety Measure	Date of occupancy permit or maintenance determination for which the ESM is specified in an occupancy permit or maintenance determination relating to the building and/or place. Insert date that each ESM was required to be provided in chronological order	Document or legislation which lists ESM and the maintenance requirements for those ESMs relating to a building and/or place. Insert occupancy permit no., maintenance determination date	The level of performance that each ESM is required to achieve to fulfil its purpose	The frequency and type of maintenance, testing and inspections required for each ESM
Smoke hazard management systems: - automatic air pressurisation systems for fire isolated exits - air handling systems that do not form part of a smoke hazard management system and which may unduly contribute to the spread of smoke	N/A	N/A	2.2	As per AS1851
PART 7 – Automatic Fire Detection & Alarms				
Smoke and heat detection system	N/A	N/A	Clause 4 of Specification E2.2a	As per AS1851
PART 8 – Occupant Warning Systems				
Sound system and intercom system for emergency purposes	N/A	N/A	E4.9 Clause 5 of Specification G3.8	As per AS1851
Building occupant warning system	N/A	N/A	Clause 8 of Specification E1.5, Clause 6 of Specification E2.2a	As per AS1851
PART 9 – Lifts				
Stretcher facilities in lifts	N/A	N/A	E3.2	Annual inspection to ensure compliance of facilities with BCA. As per AS1851
Emergency lifts	N/A	N/A	E3.4	As Per requirements of AS 1735 Periodic inspection as per manufacturers specification, however no less than annual inspection. As per AS1851
Passenger lift fire service controls	N/A	N/A	E3.7	Periodic inspection as per manufacturers specification, however no less than annual inspection. As per AS1851
Other – Specific Requirements as Determined by the Relevant Building Surveyor				
Please refer to Fire Engineering Report (issued by Affinity Fire Engineering, Reference No: 173170_FER_06, Dated: 27/01/2022) for further requirements.	N/A	N/A	As per Fire Engineering Report	As per report
Please refer to Regulation 129 Consent issued by the FRV (Report Number: 2200299, Dated: 11/02/2022) for further requirements	N/A	N/A	As per Regulation 129/187 Approval.	As per report

Form 2

Building Act 1993
Building Regulations 2018
Regulation 37(1)

Stage One Building Permit - Structure & Services

Building Permit N°: 2272057233540

Floreancig Smith Reference No: 201700329

Issue To

Agent of Owner	Michael Hermans		
Postal Address	Ground Floor, 9 Gwynne Street, Cremorne VIC	Post Code	3121
Email	Michael@hubpg.com.au		
Address for serving or giving of documents	As above		
Contact Person	Michael Hermans	Telephone	9081 1611

Ownership Details (if person issued with permit is not the owner)

Owner	Bell Street Project Pty Ltd		
Postal Address	90 Herbert Street, Northcote VIC	Post Code	3070
Email	admin@kincaidprojects.com.au		
Contact Person	Kris Burt	Telephone	9419 2075

Property Details

Project Description	Proposed Mixed Use Development Over Basement Carpark						
Address	294 Bell Street, Heidelberg West VIC 3081						
Lot/s	43	LP/PS	LP033018	Volume	08158	Folio	568
Crown Allotment	-	Section	-	Parish	Keelbundora	County	Bourke
Municipal District	Banyule City Council						

Builder

Name	HDP (VIC) Pty Ltd	Telephone	9328 8900
Address	52 Henderson Street, North Melbourne VIC	Post Code	3051
Building Practitioner Registration No.	CCB-U 57052 & CDB-U 53474		

This builder is specified under section 24B[3/4] of the Building Act 1993 for the building work to be carried out under this permit.

Natural person for service of directions, notices and orders (if builder is a body corporate)

Name	Geoffrey Dart, Arthur Kennedy, Dale Kennedy	Telephone	9328 8900
Address	52 Henderson Street, North Melbourne VIC	Post Code	3051

Building practitioner or architect engaged to prepare documents for this permit

Name	Category/Class	Registration No.
Paul David Watters	Engineer - Civil	PE0001766
Peter Michael Rodrigues	Engineer - Civil	PE0000141
Pinnawala Gedara (Mudi)	Engineer – Civil/Structural	PE0003918
Chamara Ariyaratna		
Yojitha Keshan	Engineer – Civil	PE0002893
Priadarshana Kodagoda		
Hewage		
Trang Tan Hoang Nguyen	Engineer - Mechanical	PE0003664
David O'Flaherty	Engineer – Electrical	PE0002641
Anthony Peter Watson	Engineer – Civil	PE0003084

Details of Relevant Planning Permit

Planning Permit No.	P312/2010	Date of Grant of Planning Permit	31 January 2013, 17 December 2021 (amended), 5 October 2021 (extension of time)
---------------------	------------------	----------------------------------	--

Nature of Building Work

Construction of a new building – Residential Apartments, Retail, Office & Carparking

Stage of Work Permitted

To completion of proposed works only

Storeys contained	14	Rise in Storeys (for Class 2-9 only)	14
Effective Height	43.83m	Type of Construction	Type A
Version of BCA applicable to permit	BCA 2019 Amendment 1	Total floor area of new building in m ²	28,732m²
BAL Rating	N/A	Allotment Area	1,699m²
Solar Hot Water System	No	Rainwater Tank	No
Floor Material	Concrete	External Wall Material	Concrete
Roof Cladding Material	Concrete	Frame Material	Metal
No. of Existing Dwellings	0	No. of Dwellings Demolished	0
Total Value of Building Work	\$34,500,000.00	No. of New Dwellings	146
Cost of Building Work for this Stage	\$20,802,460.00	Building Levy Applicable to this Permit	\$26,627.15
Cost of Building Works for Previous Stage(s)	N/A		

Building Classification

Part of Building	Apartments, Office, Retail & Basement Carpark	BCA Classification	2, 5, 6 & 7a
------------------	--	--------------------	-------------------------

Performance solution

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

Relevant performance requirement	Details of performance solution
CP1 and CP2	The Class 6 parts and Class 5 parts are proposed to have reduced FRLs of 90/90/90 (loadbearing) and -/90/90 (non-loadbearing) in lieu of 180/180/180 (loadbearing) and -/180/180 (non-loadbearing) for Class 6 parts and 120/120/120 (loadbearing) and -/120/120 (non-loadbearing) for Class 5 parts respectively.
CP1 and CP2	The building design incorporates vapour permeable wall wrap (Bradford Enviroseal ProctorWrap) to the external wall cavities which is not deemed “non-combustible” in accordance with AS1530.1.
CP2, DP4 and EP2.2	Public corridors lengths within Building 1 and Building 2 are proposed to exceed the DtS allowances of 40m with worst case is up to 54.5 m on Level 4 in Building 1 and Building 2.
CP2, CP8, DP4, DP5 and EP2.	Hydrant test drains are proposed to be located within the fire-isolated stairs and penetrate the fire-rated stair shaft wall.
DP4 and EP2.2	Travel distances to a exit within the North Ground Floor carparking area are proposed to exceed the DtS allowances (Up to 27m in lieu of 20m)
DP4 and EP2.2	Separation of alternative exits is proposed to be 3.5m on the Ground Floor Building 1 and 4m on all other levels (in lieu of 9m) in the subject building due to the design of the scissor stair.
DP4, DP5 and EP2.2	Fire-isolated stairs (Scissor Stair Set 1 and Scissor Stair Set 2) discharge internally into the Ground floor fire and smoke rated lobbies, in lieu of directly to a road or open space. Alternative egress routes are provided from Scissor Stair Set 1 via the ground floor Building 1 entry lobby or Building 1 back-of-house passageway serving Coomalie Crescent. Alternative egress routes are provided from Scissor Stair Set 2 via the ground floor Building 2 entry lobby or Building 2 back-of-house passageway serving Coomalie Crescent.
DP2	The building design incorporates the use of electric strikes interfaced with the GFA and provided with back-up break glass alarms as a means of providing re-entry from fire isolated stairs in lieu of non-locked doors at every fourth level.
EP1.1	The building is proposed to have the following non compliances in regards to fire hose reels: Fire hose reel (FHR) coverage is not provided to fire and smoke lobbies, and commercial tenancies on the ground floor. Portable fire extinguishers shall be provided in lieu. Fire hose reel (FHR) are located more than 4m from an exit in the carpark.
EP1.4	Sprinklers are proposed to be omitted to the top of the lift shaft. Thermal detection linked to SSISEP shall be provided in lieu. Furthermore, it is proposed to omit a sprinkler head to the bathroom showers only.
EP2.2	Zone smoke control is proposed to be omitted to the ground floor Class 6 retail tenancy.
EP4.3	The building design incorporates the deletion of the Warden Intercommunication Points (WIPs) throughout the building. An Emergency Telephone System (ETS) in accordance with MFB Guideline GL-01 shall be provided within the building
CP1 and CP2	The building is proposed to include plastic packers and timber noggins installed within the external or bounding walls (or non-loadbearing internal walls that are required to be non-combustible) for fixing joinery, windows and doors.

DP4	The building design incorporates a single exit to the Northern Carpark on the Ground Floor in lieu of two
FP1.6	Provision of floor wastes It is proposed to utilise the floor waste in the shower enclosure to serve as a floor waste to the bathroom. This is permissible, however the Deemed-to-Satisfy Provisions require the entire floor of the bathroom to be graded to the floor waste with a gradient of 1:100 per AS3740. The alternative Solution is that the floor to the bathroom will not be graded. Note that the floor within the shower enclosure will be graded and compliant to AS3740.

Prescribed Reporting Authorities

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

Reporting Authority	Matter Reported On or Consented To	Regulation No.
Fire Rescue Victoria (FRV)	Variation 1 NCC E1.3 AS2419.1 clause 4.1.2 To permit installation of Magnetic Flow Meter Variation 2 NCC Clause E1.3 AS2419.1 Clause 7.3 To permit Boosters to be located within 10m of the building without compliant shield wall with a FRL 90/90/90 Variation 3 NCC Clause E1.3 AS2118.1-1999 To permit Grade 2 Water supply in lieu of Grade 1 / Alternate Supply for building over 25m. Variation 4 NCC Clause E1.3 AS2419.1 Clause 3.2.3.1 To permit hydrants to serve areas other than the level which they are located	Regulation 129
City of Banyule	Legal Point of Discharge	Regulation 133
City of Banyule	Flood Prone Land	Regulation 153

Protection work

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

Inspection Requirements

The mandatory inspection stages are:

- Prior to placing a footing (e.g. foundation/pre slab);
- Prior to pouring all insitu reinforced concrete (e.g. slab or trench steel, columns, beams, etc.);
- Completion of framework (steel, timber etc.);
- During the carrying out of building work specified in the relevant building permit by the relevant building surveyor for the purposes of any inspection required by regulation 172; and
- Final, upon completion of all building work

Fire and Smoke Resisting Building Elements (Class 2, 3, 4, 9a & 9c)

- Any building element that is lightweight construction and that is required to resist the spread of fire in at least one sole-occupancy unit (for each storey).
- One of each stair shaft, lift shaft or service shaft that is lightweight construction and that is required to resist the spread of fire (for each storey);
- The components of any building element referred to in paragraph above;
- The junctions of any building element referred to in paragraph above with other building elements
- One of each type of fire protection method for each type of service penetration to any building element that is required to resist the spread of fire or smoke on each storey.

Occupation or use of Building

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

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

Commencement & Completion

This building work must commence by:

27 April 2023

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

This building work must be completed by: **27 April 2025**

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

Conditions of Building Permit

This permit is subject to the following conditions: **Refer Annexure B**

Essential Safety Measures Schedule

Annexure D sets out the essential safety measures schedule as per Regulation 222 which will be required to be maintained in an ongoing manner as a condition of the Occupancy Permit when issued.

Relevant Building Surveyor

Name	Viviana Floreancig
Address	Floreancig Smith Building Surveyors 31 Dover Street Cremorne VIC 3121
Email	Viviana@floreancigsmith.com.au
Building Practitioner Registration No.	BS-U 14812
Permit No.	2272057233540
Date of Issue of Stage One Permit:	27 April 2022
Signature	

Annexures

Annexure A	Approved Documents
Annexure B	Permit Conditions
Annexure C	Relevant Building Surveyor's Notes
Annexure D	Maintenance Schedule

Notes:

- Under regulation 42, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
- Under regulation 41, The builder named in the building permit must ensure that a copy of the building permit and one copy of each document given to the builder under regulation 40 are available for inspection at the allotment while the building work to which the building permit applies is being carried out on that allotment. The builder named in the building permit must ensure that—the following information is displayed on the allotment to which the permit relates in a conspicuous position accessible to the public before the commencement of the building work to which the permit applies (including demolition or removal of a building on the allotment)—
 - the registration numbers and contact details of the builder and the relevant building surveyor.
 - the building permit number and the date of issue of the permit; and the information referred to continues to be displayed and remains visible and legible for the duration of the building work.
- Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.

ANNEXURE A

APPROVED DOCUMENTS

Project Description: **Proposed Mixed Use Development Over Basement Carpark**

Project Address: **294 Bell Street, Heidelberg West VIC 3081**

Building Permit No: **2272057233540**

Floreancig Smith Ref No: **201700329**

Documents forming part of this Stage One Building Permit approval are listed below. A copy of the approved stamped plans are to be kept on site at all times and must be available for viewing by the Building Inspector at the time of mandatory inspection stages nominated by the Relevant Building Surveyor.

Plan of Subdivision prepared by: Reference No. 15-253 S35	JRL Land Surveyors Drawing No. Sheet 1 of 2, Sheet 2 of 2.
Neighbourhood and Site Description Plan prepared by: Reference No. -	Terrain Consulting Drawing No. 10015D01s
Site Survey Plan prepared by: Reference No. 10015D01s	Terrain Consulting Group Pty Ltd Drawing No. Sheet 1 of 1
Land Exchange prepared by: Reference No. 15-253 P1 Version 1	JRL Land Surveyors Drawing No. -
Structural drawings prepared by: Project No. 3339	Mace Consult Pty Ltd Drawing No. S00(00), S01(01).
Design Addendum prepared by: Project No. 3339	Mace Consult Pty Ltd Pages: 45
Certificate of Compliance – Structural Design issued by: Dated: 22 March 2022	Pinnawala Gedara (Mudi) Chamara Ariyaratna - PE0003918
Certificate of Compliance – Structural Non-Design issued by: Dated: 22 March 2022	Yojitha Keshan Priadarshana Kodagoda Hewage - PE0002893
PT drawings prepared by: Project No. -	Slabtec Pty Ltd Drawing No. 50031-22-0200-L1, 50031-22-0201-L1, 50031-22-0202-L1, 50031-22-0203-L1, 50031-22-0300-L2, 50031-22-0301-L2, 50031-22-0302-L2, 50031-22-0303-L2, 50031-22-0400-L3, 50031-22-0401-L3, 50031-22-0402-L3, 50031-22-0403-L3, 50031-22-0500-L4, 50031-22-0501-L4, 50031-22-0502-L4, 50031-22-0503-L4, 50031-22-0600-L5, 50031-22-0601-L5, 50031-22-0602-L5, 50031-22-0603-L5, 50031-22-0700-L6, 50031-22-0701-L6, 50031-22-0702-L6, 50031-22-0703-L6, 50031-22-0800-L7, 50031-22-0801-L7, 50031-22-0802-L7, 50031-22-0803-L7, 50031-22-0900-L8, 50031-22-0901-L8, 50031-22-0902-L8, 50031-22-0903-L8, 50031-22-1000-L9, 50031-22-1001-L9, 50031-22-1002-L9, 50031-22-1003-L9, 50031-22-1100-L10, 50031-22-1101-L10, 50031-22-1102-L10, 50031-22-1103-L10, 50031-22-1200-L11, 50031-22-1201-L11, 50031-22-1202-L11, 50031-22-1203-L11, 50031-22-1300-L12, 50031-22-1301-L12, 50031-22-1302-L12, 50031-22-1303-L12, 50031-22-1400-L13, 50031-22-1401-L13(1), 50031-22-1402-L13, 50031-22-1400-L13, 50031-22-1500-L14, 50031-22-1501-L14, 50031-22-1502-L14, 50031-22-1503-L14, (all rev A unless listed).

PT Computations prepared by:
Project No. -

Slabtec Pty Ltd
Pages: 198

FRL Confirmation PT prepared by:
Project No. 50031-SL01

Myoni Pty Ltd
Dated: 31 March 2022

Certificate of Compliance – Structural Design
issued by:
Dated: 4 April 2022

Anthony Peter Watson - PE0003084

Structural drawings prepared by:
Project No. 17173

Webber Design
Drawing No. S000, S001, S002, S030, S031, S032, S035, S036, S037, S038, S039, S040, S048, S049, S050, S100, S101, S102, S103, S105, S106, S107, S108, S110, S115, S120, S130, S200, S210, S220, S260, S280, S290, S300, S310, S800, S801, S805, S820, S825, S826, S827, S828, S850, S855, S877, S878, S879, S880, S881, S882, S885, S886, S887, S905, S906, S907, S908, S950, S951, S955, S956, S957, S960, S961, S970, S971, S980, S981, S990 (all rev C1).

Structural computations prepared by:
Project No. WD17173

Webber Design
Pages: 1066

Geotechnical Investigation Report prepared by:
Project No. 5948-3-R

GeoAust Geotechnical Engineers Pty Ltd
Dated: 19 March 2019

Certificate of Compliance – Structural Design
issued by:
Dated: 16 March 2022

Paul David Watters - PE0001766

Certificate of Compliance – Structural Non-Design
issued by:
Dated: 16 March 2022

Peter Michael Rodrigues - PE0000141

FRL Confirmation (Building Permit Regulatory Assessment
Checklist - Written Responses) issued by:
Reference No HUBPM-RFI-000001

Webber Design
Dated: 19 April 2022

Civil drawings prepared by:
Project No. 17173

Webber Design
Drawing No. C000, C001, C200, C201, C210, C300, C301, C310 (all rev C1).

Civil computations prepared by:
Project No. 17173

Webber Design
Pages: 21

Certificate of Compliance – Civil Design issued by:
Dated: 23 March 2022

Paul David Watters - PE0001766

Electrical Services drawings prepared by:
Project No. 8432

O'Neill Group
Drawing No. E01, E02, E03, E04, E05, E06, E07, E08, E09, E10, E11, E12, E13, E14, E15, E16, E17, E18, E19, E20, E21, E22, E23, E24 (all rev 0).

Certificate of Compliance – Electrical Design issued by:
Dated: 22 April 2022

David O'Flaherty - PE0002641

Mechanical Services drawings prepared by:
Project No. 8432

O'Neill Group
Drawing No. M01, M02, M03, M04, M05, M06, M07, M08, M09, M10, M11, M12, M13, M14, M15, M16, M17, M18, M19, M20, M21, M22 (all rev 0).

Certificate of Compliance – Mechanical Design issued by:
Dated: 22 April 2022

Trang Tan Hoang Nguyen - PE0003664

Hydraulic Services drawings prepared by:
Project No. **8432**

O'Neill Group
Drawing No. **H01, H02, H03, H04, H05, H06, H07, H08, H09, H10, H11, H12, H13, H14, H15, H16, H17, H18, H19, H20, H21, H22, H23, H24, H25, H26, H27, H28, H29, H30, H31, H32, H33, H34, H35 (all rev 0).**

Certificate of Compliance – Hydraulic Design issued by:
Dated: **22 April 2022**

Michael John Di Paola - PE0001529

Fire Sprinklers Services drawings prepared by:
Project No. **8432**

O'Neill Group
Drawing No. **F01, F02, F03, F04, F05, F06, F07, F08, F09, F10, F11, F12, F13, F14, F15, F16, F17, F18, F19, F20 (all rev 0).**

Certificate of Compliance – Fire Design issued by:
Dated: **22 April 2022**

Trang Tan Hoang Nguyen - PE0003664

Report and Consent from the Chief Officer – Regulation 129
Report No. **2200299**

Dated: **11 February 2022**

Form 6 –Protection Work Required prepared by:
Reference No. **201700329**

Floreancig Smith Building Surveyors
Dated: **5 March 2019**

Protection Work notices issued to:
Form 7 Dated: **21 March 2022**

Carpark and footpath adjacent to 294 Bell St, Heidelberg West
No Response **14 April 2022**
Email
Confirmation
Dated:

Form 9 – Protection Work Determination prepared by:
Reference No.

Floreancig Smith Building Surveyors
Dated:

Fire Test Report – Centre Opening prepared by:
Certificate No. **771**

BRANZ
Dated: **17 January 2018**

Fire Safety Engineering Report prepared by:
Reference No. **173170_FER_06**

Affinity Fire Engineering (UK) Ltd
Dated: **27 January 2022**

Alternative Solution Assessment Report prepared by:
Dated: **25 March 2019**

BBP Architects

Legal Point of Discharge (Regulation 133) Issued by:
Reference No. -

Banyule City Council
Dated: **10 May 2018**

Legal Point of Discharge Plan Issued by:
Reference No. -

Banyule City Council
Dated: **17 July 2018**

Certificate of Title

Volume: **08158** Folio **568**

Planning Permit issued by:
Reference No. **P312/2010**

Banyule City Council
Dated: **31 January 2013, 17 December 2021 (amended), 5 October 2021 (extension of time)**

Endorsed Drawings: **TP02(A), TP03.0(B), TP03.1(B), TP03.2(B), TP03.3(B), TP04, TP05, TP06, TP07(A), TP08, TP09(A), TP09.1, TP10, TP11(A), TP12(A), TP13(A), TP14, TP15, TP16, TP17, TP19(A).**

Construction Management Plan Approval issued by:
Reference No. **D22/40138**

Banyule City Council
Dated: **28 February 2022**

Conditions of Approval of Plans and Specifications for Road and Drainage Construction in Connection with any Developments issued by:
Dated: **9 December 2021**

Banyule City Council

Council Drainage Approval email issued by:	Banyule City Council
Dated: 14 January 2022	
Council R153 Approval email issued by:	Webber Design
Dated: 12 January 2022	
Letter of compliance issued by:	Forte Lift Services
Dated: 23 March 2022	
Property information response issued by:	Banyule City Council
Reference No. 70593249	Dated: 15 October 2021
Flooding information response from Melbourne Water	
Reference No. MWA-1226623	Dated: 29 September 2021
Domestic Building Contract signed and dated:	18 February 2022 (HDP) and 21 February 2022 (Owner)
Council Approval for Public Protection Measures (Regulation 116) issued by Banyule City Council	
Reference No. 2022-3240	Dated: 14 February 2022
Endorsed Reg 126,	
Drawings Drawings No: PQ (pages 3-6)	
Dated:	
Form 1 – Building Permit application form dated:	16 December 2019

ANNEXURE B

PERMIT CONDITIONS

Project Description:	Proposed Mixed Use Development Over Basement Carpark
Project Address:	294 Bell Street, Heidelberg West VIC 3081
Building Permit No:	2272057233540
Floreancig Smith Ref No:	201700329

The following conditions form part of this Building Permit Approval READ THEM CAREFULLY.

It is the responsibility of the permit holder/applicant to ensure the building permit conditions listed below are satisfied prior to the completion of works and issue of Occupancy Permit.

BUILDING REGULATIONS 2018 & BUILDING ACT 1993

1. Protection of the Public (Building Regulation 116)

The builder is to ensure that all necessary precautions are undertaken for the protection and safety of the public. The relevant building surveyor must approve the precautions prior to the commencement of the building works.

All hoarding/ precaution works must be erected as per the Regulation 116 consent for the purpose of public protection issued by Banyule City Council. It is the responsibility of the builder to ensure all conditions are adhered to.

2. Finished Floor Level (Regulation 153)

The finished floor level of the building to be 300mm above 63.2m AHD as required by Council consent and is to be confirmed by a licensed Land Surveyor.

3. Planning Permit

It is the responsibility of the permit holder/ applicant to ensure all Planning Permit conditions are satisfied prior to the commencement/occupant of the works.

The development as shown on the endorsed plans must not be altered without the written consent of the Banyule City Council

4. Building Permit Exclusions

Stage One Building Permit pertains to construction of Structure & Services only.

Works beyond this scope do not form part of this Stage One Building Approval

5. Record of Piling (Regulation 127)

Within 28 days of completion of piling works including screw piles, a complete record of the operations must be forwarded to this office for our records.

6. Building Inspections (Part 12)

A letter from a Registered Structural Engineer stating that all structural components of the building/works, including foundation material, reinforced concrete, structural steel work and load bearing blockwork, precast concrete panels and tilt-up panels have been supervised and installed in accordance with the relevant Australian Design Codes and plans and specifications approved as part of the permit.

A letter from the Structural Engineer/Contractor stating that all handrails, balustrades and fixings were designed and installed to resist loads to AS 1170;

7. Provision & Display of Permit Information (Regulation 41)

A copy of the following information must be displayed on the allotment in a conspicuous position accessible to the public for the duration of the building work to which this permit applies:

- Builder registration numbers and contact details
- Relevant Building Surveyor registration number and contact details
- Building Permit number and date of issue.

8. Building Works

Building works must be undertaken in accordance with the Building Code of Australia, the Building Regulations 2018 and the Building Act 1993.

9. Covenant or Encumbrance

This approval does not have the effect of endorsing that the design complies with any restrictive covenant or any other encumbrance over the subject land. It is the owner's responsibility to ensure compliance with any covenant or encumbrance. Failure to comply with any relevant covenants/encumbrances could result in legal proceedings from other beneficiaries.

10. Variation to Approved Documentation

No variation from or alteration of the approved plans or specification shall be made prior to obtaining written consent from the Relevant Building Surveyor.

NATIONAL CONSTRUCTION CODE (NCC) 2016 – Volume 1 (Pre-Amendment)

1. External Walls including Cladding, Insulation & Sarking (Specification C1.1, C1.9 & C1.14)

In buildings of Type A or B construction external claddings and insulation is to be of non-combustible material. Any change to the external wall systems including claddings, insulation, sarking and ancillary elements are to be reviewed prior to installation, to the satisfaction of the RBS.

Sarking is required to have a maximum thickness of 1mm and a flammability index of not more than 5.

2. Operation of Door Latches (Clause D2.21)

A door in a required exit, forming part of a required exit or in the path of travel to a required exit must be readily openable without a key from the side that faces a person seeking egress, by a single hand downward action or pushing action on a single device which is located between 900mm and 1200mm from the floor.

3. Emergency Lighting and Exit Signage (Clauses E4.2, E4.4, E4.5, E4.6)

The emergency lighting and exit signs to be installed are to comply with the requirements of AS2293.1.

4. Mechanical Ventilation (Clause F4.5)

The mechanical ventilation system is to comply with AS1668.2-2012

5. Mechanical Ventilation in Class 7a Carparking (Table E2.2a)

The mechanical ventilation system provided to the carparking area must operate in fire mode in accordance with the provisions of Clause 5.5 of AS/NZS1668.1.

6. Sprinklers (Clause E1.5)

Sprinkler System is to be in accordance with AS2118.1.

All covered balconies must be provided with sprinkler protection in an AS2118.1 sprinkler protected building.

Per AS2118.1-2017, where sprinkler protection is not provided to a cupboard where the floor area does not exceed 2.5m² then sprinklers in the adjoining room/corridor must be positioned in front of the cupboard door to provide coverage if the doors were open.

7. Early Fire Hazard Indices (Clause C1.10 & Specification C1.10)

All new-fixed surface finishes and insulation is to comply with the requirement of NCC Clause C1.10 & Specification C.10, Table 2, 3 & 4. Floor, wall and ceiling linings are to be based on sprinklered buildings and the location of installation. Test Reports and product data from the manufacturer is to be provided for approval prior to installation.

8. Glazing (Clause B1.4)

All new glazing is to comply with AS1288 and AS2047. Decals to be installed min 75mm in width located between 900-1000mm from finished floor level

9. Fire Main Pressures & Flows (Clauses E1.3 and E1.4)

New wet fire installations must be independently tested to determine the pressures and flows prior to the final inspection and a report submitted for consideration.

10. Portable Fire Extinguishers (Clause E1.6)

Fire extinguishers are required to be installed in accordance with AS2444 and supported on wall brackets approximately 1m above floor height.

- 2A:20B:E dry chemical extinguisher adjacent to emergency services switchboard
- ABE Type 2.5kg portable fire extinguishers are to be located not more than 10m from sole-occupancy entry doors

11. Construction of Sanitary Compartments (Clause F2.5)

Inward swinging toilet doors to enclosed sanitary compartments must be readily removable from the outside, unless there is a clear space of at least 1.2m between the closet pan within the sanitary compartment and the nearest part of the doorway.

12. Balustrading (Clause D2.16)

Balustrading to be at least 1000mm above landings and 865mm above the nosings of treads. Maximum 125mm spacing between balustrades.

Other than barriers in fire-isolated stairs, the balustrade must not contain openings greater than 125mm.

Where floors are more than 4m above the surface below the barrier must not contain any horizontal or near horizontal elements between 150mm and 760mm above the FFL and must not facilitate climbing (i.e. no A/C condenser units, GPO's or the like within 1m of the balustrade nor shall connections/fixing create footholds greater than 10mm).

13. Goings and Risers (Clause D2.13)

Stair flight riser heights to steps to not exceed 190mm and going length for treads to be at least 250mm consistent throughout.

14. Fixed Platforms, Walkways, Stairways and Ladders (Clause D2.18)

All fixed platforms, walkways, stairways and ladders to be in accordance with AS1657.

15. Service Installations in the Exits and Paths of Travel (Clause D2.7)

Electrical switchboards in the path of travel to exits to be enclosed in metal or other non-combustible cabinets with smoke proof doors.

16. Openings for Service Installations (Clause C3.15)

All service penetrations through fire rated building elements to be treated in accordance with Clause C3.15 of the BCA inter-alia AS4072 in order to maintain the fire resistance level of that element.

17. Fire Precautions During Construction (Clause E1.9)

During construction

- a) not less than one fire extinguisher to suit Class A, B and C fires and electrical fires must be provided at all times on each storey adjacent to each required exit or temporary stairway or exit; and
- b) after the building has reached an effective height of 12m:
 - i) the required fire hydrants and fire hose reels must be operational in at least every storey that is covered by the roof or the floor structure above, except the two (2) uppermost storeys, and
 - ii) any required booster connections must be installed.

18. Energy Efficiency (Part J5)

Works to the mechanical ventilation system to comply with Part J5 – Air Conditioning & Ventilation Systems. Confirmation of compliance is to be provided from the contractor upon completion of works.

19. Energy Efficiency (Part J6)

Works to the electrical systems system to comply with Part J6 – Artificial Lighting & Power. Confirmation of compliance is to be provided from the contractor upon completion of works.

20. Artificial Lighting

The artificial lighting system to comply with AS1680.

21. Waterproofing (F1.7)

Waterproofing to walls and floors to wet areas to be provided where required by F1.7 in accordance with AS3740. Certification will be required by the contractor prior to a certificate of final inspection/occupancy permit being issued.

22. Waterproofing Membranes (Clause F1.4)

Waterproofing membranes for external above ground use (i.e., balconies) must comply with the requirements of AS4654.1 and AS4654.2. Confirmation required from sub-contractor upon installation.

23. Slip Resistance (Table D2.14)

Slip resistance classification for stairways, landings and ramps is to be in accordance with Table D2.14 and AS4586. Details are to be provided and approved prior to installation or construction. Slip rating of P3(Dry) and/or P4(Wet) required to all treads, ramps and landings.

24. Signage (Clause D2.23 / E3.3 / Australian Standards)

Signage must be installed to Fire/Smoke safety doors, lifts and fire service equipment enclosures.

- Fire/Smoke door on self-closing device – **FIRE SAFETY DOOR DO NOT OBSTRUCT DO NOT KEEP OPEN** (20mm lettering in colour contrasting to the background, both sides of the door).
- Fire door discharge from fire isolated stair – **FIRE SAFETY DOOR – DO NOT OBSTRUCT** (20mm lettering in colour contrasting to the background, both sides of the door).
- Lifts – **DO NOT USE LIFTS IF THERE IS A FIRE** (10mm high lettering) OR **Do not use lift if there is a fire** (8mm high lettering).
- Fire Hydrants – **FIRE HYDRANT** (75mm lettering (external) application and 50mm (internal application) in colour contrasting to the background).
- Fire Hose Reel - **FIRE HOSE REEL** (75mm lettering (external) application and 50mm (internal application) in colour contrasting to the background).
- Boosters – **HYDRANT BOOSTER / SPRINKLER BOOSTER / COMBINED HYDRANT and SPRINKLER BOOSTER** (50mm lettering in colour contrasting to the background).
- Feed Hydrant within booster enclosure – **FH** within 100mm diameter circle.
- Fire Indicator Panel - **FIRE INDICATOR PANEL** (50mm lettering in colour contrasting to the background).
- Fire Pump Room – **HYDRANT / SPRINKLER / SPRINKLER and HYDRANT PUMP ROOM** (50mm lettering in colour contrasting to the background).

25. Sarking & Flashing (Clause F1.6)

Sarking used for weatherproofing of roofs and external walls must comply with AS4200 Parts 1 & 2 and must be installed in accordance with the manufacturer's requirements.

It is the responsibility of the building practitioner to ensure all flashing is adequately installed throughout.

26. Services within Fire Isolated Stairs (D2.7)

Services not associated with or required to be located within the fire isolated stairs must not pass into or through the fire isolated stairwells or fire isolated exit passageways.

27. Occupant Warning System (Specification E2.2a)

The occupant warning system is required to be connected to a fire station or fire station dispatch centre in accordance with AS1670.3. Certification will be required prior to the occupancy permit being issued.

OTHER

1. FRV Consent of the Chief Officer (Regulation 129)

The Fire Rescue Commissioner consents to the Variations as listed in the Regulation 129 consent, subject to the implementation of the **prescribed** items refer FRV consent number 2200299 dated 11 February 2022.

2. Fire Engineering Assessment Report

This Building Permit is subject to a Fire Engineering Assessment Report (Refer to Annexure – A). All conditions and construction measures detailed within the report must be implemented.

3. Flooding Approval

This Building Permit is subject consent from the relevant authority to permit construction within flood prone land / land subject to inundation (Refer to Annexure – A). All conditions and construction measures detailed within the authorities' approval must be implemented.

4. Proprietary Building Products.

The builder is responsible to adopt and install appropriate proprietary accredited building products and is to ensure that those products/assemblies are fit for the purpose they are intended and are installed in accordance with the manufacturer's specifications/ requirements for that system. It is recommended that the builder seek manufacturer's product installation inspections and confirmation from the supplier/manufacturer to confirm that the product/assembly has been installed in accordance with the requirements of the manufacturer.

Installation remains the responsibility of the builder. Receipt of product and certification of installation must be provided at completion of project prior to issue of Occupancy Permit.

ANNEXURE C

RELEVANT BUILDING SURVEYORS NOTES

Project Description: **Proposed Mixed Use Development Over Basement Carpark**

Project Address: **294 Bell Street, Heidelberg West VIC 3081**

Building Permit No: **2272057233540**

Floreancig Smith Ref No: **201700329**

GENERAL

Inspection Notification Procedure

- Inspections must be booked with 48 hours of notice directly with Floreancig Smith via email or phone.
- Inspections may be booked for early or late morning or afternoon time frames only. Specific times cannot be provided.
- Inspections must be ready for time of booking confirmation or they will not be approved.
- Same day cancellations will count towards the number of inspections included in the fee proposal and will incur a cancellation fee.
- Cancellations due to inclement weather will be exempt at the discretion of the allocated inspector.
- If inspections are to be carried out by the project engineer. The inspection is required be carried out by a registered engineer in persons and reports are to be provided to our office for review within 24 hours of the inspection. Floreancig Smith must be notified and engaged with where the engineer is performing a mandatory inspection.

Termites

This site is subject to termite infestation. Ensure termite protection is provided in accordance with AS3660.1

Other Fees and Permits

All additional permits required by the City of Banyule shall be obtained and fees or deposits lodged for same (e.g. Road Access, Road Occupation, Hoarding, Health Approval, Asset Protection etc.).

BUILDING ACT 1993

Town Planning (Section 24)

A Planning Permit is required for the proposed building works and has been issued by Banyule City Council. Please refer to planning permit listed in Annexure A for conditions & expiry dates.

Application of New Building Regulations to Building Work (Section 10)

It has been considered that substantial progress was made on the design of the building prior to the adoption of BCA 2019 Volume One Amendment 1. Therefore, this building permit has been assessed under BCA 2016

Under Section 10 (4) of the Building Act the following requirements will be adopted from NCC 2019;

- NCC Clause C1.9 (e)(vi) – To permit sarking type materials that do not exceed 1mm in thickness and have a flammability index not greater than 5.

BAMS reforms – Applicant / Owner's notification required (Section 205KA)

It is the owner /applicant's duty to monitor the construction cost and maintain records of cost of work. Owner/applicant must notify the VBA of any increase in construction cost within 28 days of becoming aware of the final revised cost. Penalty levy will apply where notification is not provided.

BUILDING REGULATIONS 2018

Display of Permit Information – Signage (Building Regulation 41)

The person in charge of carrying out building works must take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor, the number of the relevant building permit and the issue date of the permit are displayed. Signage to be displayed in a conspicuous position accessible to the public prior to the commencement of building works and is to remain visible and legible for the duration of building works.

Protection of Adjoining Properties (Building Regulation 111) – Issued

Pursuant to Regulation 111 protection works notices Forms 7 and 8 have been issued in accordance with Part 7 of the Act. The owner/agent of the owner should be aware of their obligation to carry specific insurance under Section 93 of the Act and have dilapidation survey of the adjoining property in place which has been acknowledged by the adjoining property owner prior to commencement of protection works in accordance with Section 94 of the Act.

A determination under Regulation 111(3) has been made

Documentation of Determination of Performance Solution (Regulation 38)

This building design has been assessed to achieve compliance with the Performance Requirements of the Building Code of Australia pursuant to Building Regulation 38. The following alternative building solutions have been verified as part of this approval, contrary and relative to the following BCA Clauses.

Performance Provision	DtS Provision	Assessment Method	Description	Practitioner Details	Report Number
CP1 and CP2	NCC Clause C1.1, Specification C1.1	A0.5 (b) (ii)	The Class 6 parts and Class 5 parts are proposed to have reduced FRLs of 90/90/90 (loadbearing) and -/90/90 (non-loadbearing) in lieu of 180/180/180 (loadbearing) and -/180/180 (non-loadbearing) for Class 6 parts and 120/120/120 (loadbearing) and -/120/120 (non-loadbearing) for Class 5 parts respectively.	Affinity Fire Engineering	173170_FER_06
CP1 and CP2	NCC Clause C1.1, Specification C1.1– Clause 3.1	A0.5 (b) (ii)	The building design incorporates vapour permeable wall wrap (Bradford Enviroseal ProctorWrap) to the external wall cavities which is not deemed “non-combustible” in accordance with AS1530.1.	Affinity Fire Engineering	173170_FER_06
CP2, DP4 and EP2.2	NCC Clause C2.14	A0.5 (b) (ii)	Public corridors lengths within Building 1 and Building 2 are proposed to exceed the DtS allowances of 40m with worst case is upto 54.5 m on Level 4 in Building 1 and Building 2 .	Affinity Fire Engineering	173170_FER_06
CP2, CP8, DP4, DP5 and EP2.	NCC Clause C3.9	A0.5 (b) (ii)	Hydrant test drains are proposed to be located within the fire-isolated stairs and penetrate the fire-rated stair shaft wall.	Affinity Fire Engineering	173170_FER_06
DP4 and EP2.2	NCC Clause D1.4	A0.5 (b) (ii)	Travel distances to a exit within the North Ground Floor carparking area are proposed to exceed the DtS allowances (Up to 27m in lieu of 20m)	Affinity Fire Engineering	173170_FER_06
DP4 and EP2.2	NCC Clause D1.5	A0.5 (b) (ii)	Separation of alternative exits is proposed to be 3.5m on the Ground Floor Building 1 and 4m on all other levels (in lieu of 9m) in the subject building due to the design of the scissor stair.	Affinity Fire Engineering	173170_FER_06
DP4, DP5 and EP2.2	NCC Clause D1.7	A0.5 (b) (ii)	Fire-isolated stairs (Scissor Stair Set 1 and Scissor Stair Set 2) discharge internally into the Ground floor fire and smoke rated lobbies, in lieu of directly to a road or open space. Alternative egress routes are provided from Scissor Stair Set 1 via the ground floor Building 1 entry lobby or Building 1 back-of-house passageway serving Coomalie Crescent. Alternative egress routes are provided from Scissor Stair Set 2 via the ground floor Building 2 entry lobby or Building 2 back-of-house passageway serving Coomalie Crescent.	Affinity Fire Engineering	173170_FER_06

DP2	NCC Clause D2.22	A0.5 (b) (ii)	The building design incorporates the use of electric strikes interfaced with the GFA and provided with back-up break glass alarms as a means of providing re-entry from fire isolated stairs in lieu of non-locked doors at every fourth level.	Affinity Fire Engineering	173170_FER_06
EP1.1	NCC Clause E1.4	A0.5 (b) (ii)	The building is proposed to have the following non compliances in regards to fire hose reels: ❑ Fire hose reel (FHR) coverage is not provided to fire and smoke lobbies, and commercial tenancies on the ground floor. Portable fire extinguishers shall be provided in lieu. ❑ Fire hose reel (FHR) are located more than 4m from an exit in the carpark.	Affinity Fire Engineering	173170_FER_06
EP1.4	NCC Clause E1.5	A0.5 (b) (ii)	Sprinklers are proposed to be omitted to the top of the lift shaft. Thermal detection linked to SSISEP shall be provided in lieu. Furthermore, it is proposed to omit a sprinkler head to the bathroom showers only.	Affinity Fire Engineering	173170_FER_06
EP2.2	NCC Clause E2.2 and E2.3	A0.5 (b) (ii)	Zone smoke control is proposed to be omitted to the ground floor Class 6 retail tenancy.	Affinity Fire Engineering	173170_FER_06
EP4.3	NCC Clause E4.9	A0.5 (b) (ii)	The building design incorporates the deletion of the Warden Intercommunication Points (WIPs) throughout the building. An Emergency Telephone System (ETS) in accordance with MFB Guideline GL-01 shall be provided within the building	Affinity Fire Engineering	173170_FER_06
CP1 and CP2	NCC Specification C1.1 Clause 3.1(b)	A0.5 (b) (ii)	The building is proposed to include plastic packers and timber noggins installed within the external or bounding walls (or non-loadbearing internal walls that are required to be non-combustible) for fixing joinery, windows and doors.	Affinity Fire Engineering	173170_FER_06
DP4	NCC Clause D1.2 (b) (i)	A0.5 (b) (ii)	The building design incorporates a single exit to the Northern Carpark on the Ground Floor in lieu of two	Affinity Fire Engineering	173170_FER_06
FP1.6	F1.11	Clause A0.9	Provision of floor wastes It is proposed to utilise the floor waste in the shower enclosure to serve as a floor waste to the bathroom. This is permissible, however the Deemed-to-Satisfy Provisions require the entire floor of the bathroom to be graded to the floor waste with a gradient of 1:100 per AS3740. The alternative Solution is that the floor to the bathroom will not be graded. Note that the floor within the shower enclosure will be graded and compliant to AS3740.	BBP Architects	Alternative Solution Assessment Report dated 25 March 2019

Reporting Authority Consents (Building Regulation 129)

Reporting Authority Consents have been sought and obtained for the following matter:

- **Variation 1**
NCC E1.3 AS2419.1 clause 4.1.2
To permit installation of Magnetic Flow Meter
- **Variation 2**
NCC Clause E1.3 AS2419.1 Clause 7.3
To permit Boosters to be located within 10m of the building without compliant shield wall with a FRL 90/90/90
- **Variation 3**
NCC Clause E1.3 AS2118.1-1999
To permit Grade 2 Water supply in lieu of Grade 1 / Alternate Supply for building over 25m.
- **Variation 4**
NCC Clause E1.3 AS2419.1 Clause 3.2.3.1
To permit hydrants to serve areas other than the level which they are located

Form 2

Building Act 1993
Building Regulations 2018
Regulation 37(1)

Stage Two Building Permit – Remainder of Works – Architectural Scope

Building Permit N°: 9351754732866

Floreancig Smith Reference No: 201700329

Issue To

Agent of Owner	Michael Hermans		
Postal Address	Ground Floor, 9 Gwynne Street, Cremorne VIC	Post Code	3121
Email	Michael@hubpg.com.au		
Address for serving or giving of documents	As above		
Contact Person	Michael Hermans	Telephone	9081 1611

Ownership Details (if person issued with permit is not the owner)

Owner	Bell Street Project Pty Ltd		
Postal Address	90 Herbert Street, Northcote VIC	Post Code	3070
Email	admin@kincaidprojects.com.au		
Contact Person	Kris Burt	Telephone	9419 2075

Property Details

Project Description	Proposed Mixed Use Development Over Basement Carpark						
Address	294 Bell Street, Heidelberg West VIC 3081						
Lot/s	43	LP/PS	LP033018	Volume	08158	Folio	568
Crown Allotment	-	Section	-	Parish	Keelbundora	County	Bourke
Municipal District	Banyule City Council						

Builder

Name	HDP (VIC) Pty Ltd	Telephone	9328 8900
Address	52 Henderson Street, North Melbourne VIC	Post Code	3051
Building Practitioner Registration No.	CCB-U 57052 & CDB-U 53474		

This builder is specified under section 24B[3/4] of the Building Act 1993 for the building work to be carried out under this permit.

Natural person for service of directions, notices and orders (if builder is a body corporate)

Name	Geoffrey Dart, Arthur Kennedy, Dale Kennedy	Telephone	9328 8900
Address	52 Henderson Street, North Melbourne VIC	Post Code	3051

Building practitioner or architect engaged to prepare documents for this permit

Name	Category/Class	Registration No.
Paul David Watters	Engineer - Civil	PE0001766
Peter Michael Rodrigues	Engineer - Civil	PE0000141
Pinnawala Gedara (Mudi) Chamara Ariyaratna	Engineer - Civil	PE0003918
Yojitha Keshan Priadarshana Kodagoda Hewage	Engineer - Civil	PE0002893
Trang Tan Hoang Nguyen	Engineer - Mechanical	PE0003664
David O'Flaherty	Engineer - Electrical	PE0002641
Anthony Peter Watson	Engineer - Civil	PE0003084
Garry Weir	Engineer - Fire Safety	PE0002761
Jeremy Grosbois	Engineer - Civil	PE0001559

Details of Relevant Planning Permit

Planning Permit No.	P312/2010	Date of Grant of Planning Permit	31 January 2013, 17 December 2021 (amended), 5 October 2021 (extension of time)
---------------------	------------------	----------------------------------	--

Nature of Building Work

Construction of a new building – Residential Apartments, Retail, Office & Carparking			
Stage of Work Permitted	To completion of proposed works only		
Storeys contained	14	Rise in Storeys (for Class 2-9 only)	14
Effective Height	43.83m	Type of Construction	Type A

Version of BCA applicable to permit	BCA 2019 Amendment 1	Total floor area of new building in m ²	28,732m²
BAL Rating	N/A	Allotment Area	1,699m²
Solar Hot Water System	No	Rainwater Tank	No
Floor Material	Concrete	External Wall Material	Concrete
Roof Cladding Material	Concrete	Frame Material	Metal
No. of Existing Dwellings	0	No. of Dwellings Demolished	0
Total Value of Building Work	\$34,500,000.00	No. of New Dwellings	146
Cost of Building Work for this Stage	\$13,697,540.00	Building Levy Applicable to this Permit	\$17,532.85
Cost of Building Works for Previous Stage(s)	\$20,802,460.00		

Building Classification

Part of Building	Ground Floor – Carparking, Retail & Office Levels 1 to 3 – Carparking Levels 4 to 13 – Residential Apartments	BCA Classification	5, 6 & 7a. 7a 2
------------------	--	--------------------	------------------------------------

Performance solution

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

Relevant performance requirement	Details of performance solution
CP1 and CP2	The Class 6 parts and Class 5 parts are proposed to have reduced FRLs of 90/90/90 (loadbearing) and -/90/90 (non-loadbearing) in lieu of 180/180/180 (loadbearing) and -/180/180 (non-loadbearing) for Class 6 parts and 120/120/120 (loadbearing) and -/120/120 (non-loadbearing) for Class 5 parts respectively.
CP1 and CP2	The building design incorporates vapour permeable wall wrap (Bradford Enviroseal ProctorWrap) to the external wall cavities which is not deemed “non-combustible” in accordance with AS1530.1.
CP2, DP4 and EP2.2	Public corridors lengths within Building 1 and Building 2 are proposed to exceed the DtS allowances of 40m with worst case is up to 54.5 m on Level 4 in Building 1 and Building 2.
CP2, CP8, DP4, DP5 and EP2.	Hydrant test drains are proposed to be located within the fire-isolated stairs and penetrate the fire-rated stair shaft wall.
DP4 and EP2.2	Travel distances to a exit within the North Ground Floor carparking area are proposed to exceed the DtS allowances (Up to 27m in lieu of 20m)
DP4 and EP2.2	Separation of alternative exits is proposed to be 3.5m on the Ground Floor Building 1 and 4m on all other levels (in lieu of 9m) in the subject building due to the design of the scissor stair.
DP4, DP5 and EP2.2	Fire-isolated stairs (Scissor Stair Set 1 and Scissor Stair Set 2) discharge internally into the Ground floor fire and smoke rated lobbies, in lieu of directly to a road or open space. Alternative egress routes are provided from Scissor Stair Set 1 via the ground floor Building 1 entry lobby or Building 1 back-of-house passageway serving Coomalie Crescent. Alternative egress routes are provided from Scissor Stair Set 2 via the ground floor Building 2 entry lobby or Building 2 back-of-house passageway serving Coomalie Crescent.
DP2	The building design incorporates the use of electric strikes interfaced with the GFA and provided with back-up break glass alarms as a means of providing re-entry from fire isolated stairs in lieu of non-locked doors at every fourth level.
EP1.1	The building is proposed to have the following non compliances in regards to fire hose reels: Fire hose reel (FHR) coverage is not provided to fire and smoke lobbies, and commercial tenancies on the ground floor. Portable fire extinguishers shall be provided in lieu. Fire hose reel (FHR) are located more than 4m from an exit in the carpark.
EP1.4	Sprinklers are proposed to be omitted to the top of the lift shaft. Thermal detection linked to SSISEP shall be provided in lieu. Furthermore, it is proposed to omit a sprinkler head to the bathroom showers only.
EP2.2	Zone smoke control is proposed to be omitted to the ground floor Class 6 retail tenancy.
EP4.3	The building design incorporates the deletion of the Warden Intercommunication Points (WIPs) throughout the building. An Emergency Telephone System (ETS) in accordance with MFB Guideline GL-01 shall be provided within the building
CP1 and CP2	The building is proposed to include plastic packers and timber noggins installed within the external or bounding walls (or non-loadbearing internal walls that are required to be non-combustible) for fixing joinery, windows and doors.
DP4	The building design incorporates a single exit to the Northern Carpark on the Ground Floor in lieu of two
FP1.6	Provision of floor wastes. It is proposed to utilise the floor waste in the shower enclosure to serve as a floor waste to the bathroom. This is permissible, however the Deemed-to-Satisfy Provisions require the entire floor of the bathroom to be graded to the floor waste with a gradient of 1:100 per AS3740. The alternative Solution is that the floor to the bathroom will

	not be graded. Note that the floor within the shower enclosure will be graded and compliant to AS3740.
DP1	To permit Ground Level doors to building 1 stair lobby and Ground Level Building 1 door from carpark, doors have reduced latchside circulation space on one side.
DP1, DP2	To permit stair from carpark to BOH corridor of Building 2 and carpark level stairs to have reduced handrail extensions.
DP1, DP2	To permit Ramp from carpark to Building 2 lobby to have reduced handrail extensions.
DP1	To permit access paths to some storage cages do not provide compliant 180 degree turning spaces and Building 2 Ground Level storage cages are accessed via stair. To accept this minimum 5% of the overall number of storages cages are to be provided as surplus to the total number of linked cages and these are to be located in an accessible area.
DP1, DP2	To permit ramps occur along carpark aisles and will not provide TGSI, handrails or kerbrails and exceed maximum 9000mm between landings.
DP1	To permit the communal terrace access doors to have reduced doorway circulation space
DP1	To permit the corridors to the communal to not provide minimum 1540mm x 2070mm turning space within 2m of the end of the accessway.
DP1 & FP2.1	To permit the use of unisex toilets within building
DP1, DP8	To Permit reduced Accessible carpark and shared space - The carpark and shared space are 4900mm long in lieu of 5400mm.
FP3.1	To permit the ceiling height is minimum 1950mm in some locations within fire stairs 1 and 2 in lieu of minimum 2000mm within a stairway measure above the line of the stairway nosings.
FP1.4	Concrete as roof cladding against the Performance Requirements FP1.4 of the National Construction Code 2016 (NCC) Volume 1.

Prescribed Reporting Authorities

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

Reporting Authority	Matter Reported On or Consented To	Regulation No.
Fire Rescue Victoria (FRV)	Variation 1 NCC E1.3 AS2419.1 clause 4.1.2 To permit installation of Magnetic Flow Meter Variation 2 NCC Clause E1.3 AS2419.1 Clause 7.3 To permit Boosters to be located within 10m of the building without compliant shield wall with a FRL 90/90/90 Variation 3 NCC Clause E1.3 AS2118.1-1999 To permit Grade 2 Water supply in lieu of Grade 1 / Alternate Supply for building over 25m. Variation 4 NCC Clause E1.3 AS2419.1 Clause 3.2.3.1 To permit hydrants to serve areas other than the level which they are located	Regulation 129
City of Banyule	Legal Point of Discharge	Regulation 133
City of Banyule	Flood Prone Land	Regulation 153

Protection work

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

Inspection Requirements

The mandatory inspection stages are:

- During the carrying out of building work specified in the relevant building permit by the relevant building surveyor for the purposes of any inspection required by regulation 172; and
- Final, upon completion of all building work

Fire and Smoke Resisting Building Elements (Class 2, 3, 4, 9a & 9c)

- Any building element that is lightweight construction and that is required to resist the spread of fire in at least one sole-occupancy unit (for each storey).
- One of each stair shaft, lift shaft or service shaft that is lightweight construction and that is required to resist the spread of fire (for each storey);
- The components of any building element referred to in paragraph above;

- The junctions of any building element referred to in paragraph above with other building elements
- One of each type of fire protection method for each type of service penetration to any building element that is required to resist the spread of fire or smoke on each storey.

Occupation or use of Building

- An occupancy permit is required prior to the occupation or use of this building
- A Certificate of Final Inspection will be issued for Retail and Office tenancy cold-shells.

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

Commencement & Completion

This building work must commence by: **27 April 2023**

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

This building work must be completed by: **27 April 2025**

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

Conditions of Building Permit

This permit is subject to the following conditions: **Refer Annexure B**

Essential Safety Measures Schedule

Annexure D sets out the essential safety measures schedule as per Regulation 222 which will be required to be maintained in an ongoing manner as a condition of the Occupancy Permit when issued.

Relevant Building Surveyor

Name	Viviana Floreancig
Address	Floreancig Smith Building Surveyors 31 Dover Street Cremorne VIC 3121
Email	Viviana@floreancigsmith.com.au
Building Practitioner Registration No.	BS-U 14812
Permit No.	9351754732866
Date of Issue of Stage One Permit:	27 April 2022
Date of Issue of Stage Two Permit:	21 February 2023

Signature



Annexures

Annexure A	Approved Documents
Annexure B	Permit Conditions
Annexure C	Relevant Building Surveyor's Notes
Annexure D	Maintenance Schedule

Notes:

1. Under regulation 42, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
2. Under regulation 41, The builder named in the building permit must ensure that a copy of the building permit and one copy of each document given to the builder under regulation 40 are available for inspection at the allotment while the building work to which the building permit applies is being carried out on that allotment. The builder named in the building permit must ensure that—the following information is displayed on the allotment to which the permit relates in a conspicuous position

accessible to the public before the commencement of the building work to which the permit applies (including demolition or removal of a building on the allotment) —

- (i) the registration numbers and contact details of the builder and the relevant building surveyor.
 - (ii) the building permit number and the date of issue of the permit; and the information referred to continues to be displayed and remains visible and legible for the duration of the building work.
3. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.

ANNEXURE A

APPROVED DOCUMENTS

Project Description: **Proposed Mixed Use Development Over Basement Carpark**

Project Address: **294 Bell Street, Heidelberg West VIC 3081**

Building Permit No: **9351754732866**

Floreancig Smith Ref No: **201700329**

Documents forming part of this Stage Two Building Permit approval are listed below. A copy of the approved stamped plans are to be kept on site at all times and must be available for viewing by the Building Inspector at the time of mandatory inspection stages nominated by the Relevant Building Surveyor.

Architectural Drawings prepared by:
Project No. **20-001**

Kavellaris Urban Design
Drawing No. **A000, A001, A002, A003, A100, A100a, A101, A102, A103, A104, A105, A106, A107, A108, A109, A110, A111, A112, A113, A114, A115, A120, A120a, A121, A122, A123, A124, A125, A126, A127, A128, A129, A130, A131, A132, A133, A134, A135, A160, A161, A162, A163, A164, A165, A166, A167, A168, A169, A170, A171, A172, A173, A174, A200, A201, A202, A203, A220, A221, A222, A224, A225, A226, A230, A231, A300, A301, A302, A303, A304, A305, A306, A399, A400, A401, A402, A403, A404, A405, A406, A407, A408, A409, A410, A411, A412, A413, A414, A415, A416, A417, A418, A419, A500, A501, A510, A600, A601, A602, A603, A604, A605, A606, A607, A620, A621, A622, A623, A630, A631, A632, A635, A700, A701, A702, A710, A711, A800, A801, A802, A803, A820, A821, A822, A825, A830, A850, A900, A901, A905, A910 (all rev 1)**

DDA Compliance Statement prepared by:
Project No. **00077-22**

Before Compliance
Dated: **4 February 2023**

Performance Solution Report – FP1.4 prepared by:
Project No. **22597 (Rev01)**

G&P Consulting Engineers
Dated: **14 February 2023**

Certificate of Compliance – FP1.4 Performance Solution Design issued by:
Dated: **14 February 2023**

Jeremy Grosbois – PE0001559

Section J – Façade Report Calculator prepared by:
Dated: **6 September 2021**

ABCB

Section J – Lighting Calculator prepared by:

ABCB

Section J Energy Efficiency Report prepared by:
Reference No. **PRE1649**

-
Dated: **6 September 2021**

Energy Rating Certificates: prepared by:
L4, 101 - Certificate No. **N1RGFBXFO**
L4, 102 - Certificate No. **716Y57RCV2**
L4, 103 - Certificate No. **2L3KNZVGQ1**
L4, 104 - Certificate No. **1LAZ3RVOUF**
L4, 105 - Certificate No. **Y32IAOR07**
L4, 106 - Certificate No. **EGGKKS GHG3**
L4, 107 - Certificate No. **8PCQTHONPD**
L4, 108 - Certificate No. **WMW6HUD1UI**
L4, 109 - Certificate No. **AXYPSQIH14**
L4, 110 - Certificate No. **T3QBCI0LZ2**
L4, 111 - Certificate No. **9E0XK1UKCO**

Nationwide House
Dated: **31 August 2021**
Dated: **31 August 2021**
Dated: **31 August 2021**
Dated: **31 August 2021**
Dated: **31 August 2021**
Dated: **31 August 2021**
Dated: **31 August 2021**
Dated: **31 August 2021**
Dated: **31 August 2021**
Dated: **31 August 2021**
Dated: **31 August 2021**

L4, 112 - Certificate No.	POW73L1X7C	Dated:	31 August 2021
L4, 113 - Certificate No.	9GFUT36V39	Dated:	31 August 2021
L4, 114 - Certificate No.	32C2157AF0	Dated:	31 August 2021
L4, 115 - Certificate No.	68FRPEGS1	Dated:	31 August 2021
L4, 116 - Certificate No.	QDNW338FEQ	Dated:	31 August 2021
L4, 117 - Certificate No.	59QD6WM4Z7	Dated:	31 August 2021
L5, 201 - Certificate No.	PVN2ZMOKL9	Dated:	31 August 2021
L5, 202 - Certificate No.	GTB00UAR03	Dated:	31 August 2021
L5, 203 - Certificate No.	GJK7SJOPX9	Dated:	31 August 2021
L5, 204 - Certificate No.	OE60S5CQQU	Dated:	31 August 2021
L5, 205 - Certificate No.	0ZR5AOWVRS	Dated:	31 August 2021
L5, 206 - Certificate No.	5ZKN1YATHM	Dated:	31 August 2021
L5, 207 - Certificate No.	M6QB3YZCLB	Dated:	31 August 2021
L5, 208 - Certificate No.	2KC04TKUEL	Dated:	31 August 2021
L5, 209 - Certificate No.	H2D0ZIH144	Dated:	31 August 2021
L5, 210 - Certificate No.	U7SSBXS6Q	Dated:	31 August 2021
L5, 211 - Certificate No.	M9DRBZIBOE	Dated:	31 August 2021
L5, 212 - Certificate No.	0MNG34689Y	Dated:	31 August 2021
L5, 213 - Certificate No.	TIALW51TYH	Dated:	31 August 2021
L5, 214 - Certificate No.	BJXX8HYWZ9	Dated:	31 August 2021
L5, 215 - Certificate No.	AG30AXYIS7	Dated:	31 August 2021
L5, 216 - Certificate No.	QQJG7E924G	Dated:	31 August 2021
L5, 217 - Certificate No.	7YMHUJUM2	Dated:	31 August 2021
L6, 301 - Certificate No.	NV055BLFFR	Dated:	31 August 2021
L6, 302 - Certificate No.	60LZMVOFZG	Dated:	31 August 2021
L6, 303 - Certificate No.	29RVMP6NB8	Dated:	31 August 2021
L6, 304 - Certificate No.	GT82DY2KB4	Dated:	31 August 2021
L6, 305 - Certificate No.	HCBA41VQKR	Dated:	31 August 2021
L6, 306 - Certificate No.	KVLS3NDESP	Dated:	31 August 2021
L6, 307 - Certificate No.	E8EGKO1SWX	Dated:	31 August 2021
L6, 308 - Certificate No.	2DE48Z8ROU	Dated:	31 August 2021
L6, 309 - Certificate No.	RF7R0AQIM6	Dated:	31 August 2021
L6, 310 - Certificate No.	ZGE8B5V4EB	Dated:	31 August 2021
L6, 311 - Certificate No.	4R97F6WNIH	Dated:	31 August 2021
L6, 312 - Certificate No.	I2XQUUVCI	Dated:	31 August 2021
L6, 313 - Certificate No.	ELK200OZGV	Dated:	31 August 2021
L6, 314 - Certificate No.	ETBW09GAM3	Dated:	31 August 2021
L6, 315 - Certificate No.	ND9EX7SYNQ	Dated:	31 August 2021
L6, 316 - Certificate No.	JTF66THGS0	Dated:	31 August 2021
L6, 317 - Certificate No.	R7GWY0BZV	Dated:	31 August 2021
L7, 401 - Certificate No.	EZ6D8L7BRC	Dated:	31 August 2021
L7, 402 - Certificate No.	DDZ90H6KZH	Dated:	31 August 2021
L7, 403 - Certificate No.	NNPLTEWSV6	Dated:	31 August 2021
L7, 404 - Certificate No.	9NM4HQK192	Dated:	31 August 2021
L7, 405 - Certificate No.	KQCERXZNDL	Dated:	31 August 2021
L7, 406 - Certificate No.	WRT1MGYJEC	Dated:	31 August 2021
L7, 407 - Certificate No.	3UK7OZ152J	Dated:	31 August 2021
L7, 408 - Certificate No.	7EK767KL36	Dated:	31 August 2021
L7, 409 - Certificate No.	OIOKJS3URA	Dated:	31 August 2021
L7, 410 - Certificate No.	2AW680FF01	Dated:	31 August 2021
L7, 411 - Certificate No.	54V4ORGW4P	Dated:	31 August 2021
L7, 412 - Certificate No.	4HHUQ3DQ80	Dated:	31 August 2021
L7, 413 - Certificate No.	O0BIF0PK0L	Dated:	31 August 2021
L7, 414 - Certificate No.	CLQ7VZJ95K	Dated:	31 August 2021
L7, 415 - Certificate No.	T9MEP1XLU0	Dated:	31 August 2021
L7, 416 - Certificate No.	JTF66THGS0	Dated:	31 August 2021
L7, 417 - Certificate No.	R7GWDY0BZV	Dated:	31 August 2021
L8, 501 - Certificate No.	OLPGTUP5WF	Dated:	31 August 2021
L8, 502 - Certificate No.	YCPNFHII0	Dated:	31 August 2021
L8, 503 - Certificate No.	0EBQGE4RR	Dated:	31 August 2021
L8, 504 - Certificate No.	7R0ONFQLQC	Dated:	31 August 2021
L8, 505 - Certificate No.	5IIA8SLF7V	Dated:	31 August 2021
L8, 506 - Certificate No.	6D7W8KJ3AP	Dated:	31 August 2021
L8, 507 - Certificate No.	EUOFHHLACI	Dated:	31 August 2021
L8, 508 - Certificate No.	Y61G555AXX	Dated:	31 August 2021
L8, 509 - Certificate No.	2J76V3TDQC	Dated:	31 August 2021
L8, 510 - Certificate No.	5XKB7L4D31	Dated:	31 August 2021
L8, 511 - Certificate No.	OJFMW5WRTN	Dated:	31 August 2021

L8, 512 - Certificate No.	6HDV81J3F1	Dated:	31 August 2021
L8, 513 - Certificate No.	3UBOSOSZ80	Dated:	31 August 2021
L8, 514 - Certificate No.	VVDHPLGSI4	Dated:	31 August 2021
L8, 515 - Certificate No.	BZ15B49GJ1	Dated:	31 August 2021
L8, 516 - Certificate No.	4AGHVKWED2	Dated:	31 August 2021
L8, 517 - Certificate No.	Q6S9WKE5FW	Dated:	31 August 2021
L8, 518 - Certificate No.	U0VL0DMFNY	Dated:	31 August 2021
L9, 601 - Certificate No.	KKOY29SO1A	Dated:	31 August 2021
L9, 602 - Certificate No.	ZUBW8ZOZK2	Dated:	31 August 2021
L9, 603 - Certificate No.	YUR0X5WQQ9	Dated:	31 August 2021
L9, 604 - Certificate No.	E24N8Y46DB	Dated:	31 August 2021
L9, 605 - Certificate No.	7K5IGF40EC	Dated:	31 August 2021
L9, 606 - Certificate No.	NC82660YYJ	Dated:	31 August 2021
L9, 607 - Certificate No.	B5MNV18Q6H	Dated:	31 August 2021
L9, 608 - Certificate No.	5G6GX5MDMJ	Dated:	31 August 2021
L9, 609 - Certificate No.	PFB4I60VTD	Dated:	31 August 2021
L9, 610 - Certificate No.	BUET5R0UGE	Dated:	31 August 2021
L9, 611 - Certificate No.	6OQ909JWR9	Dated:	31 August 2021
L9, 612 - Certificate No.	SMERRMQI91	Dated:	31 August 2021
L9, 613 - Certificate No.	0YQPRRBABV	Dated:	31 August 2021
L9, 614 - Certificate No.	8BXRIWVT56	Dated:	31 August 2021
L9, 615 - Certificate No.	89WLJNH0VN	Dated:	31 August 2021
L9, 616 - Certificate No.	29SI0H7BRI	Dated:	31 August 2021
L9, 617 - Certificate No.	8JV6AQZWJ5	Dated:	31 August 2021
L9, 618 - Certificate No.	06NC21CFGE	Dated:	31 August 2021
L10, 701 - Certificate No.	7J1PP5CF6P	Dated:	1 September 2021
L10, 702 - Certificate No.	DW14S78LDH	Dated:	1 September 2021
L10, 703 - Certificate No.	OWQO4111MF	Dated:	1 September 2021
L10, 704 - Certificate No.	T5V0M9IRWV	Dated:	1 September 2021
L10, 705 - Certificate No.	H92KKZOM9I	Dated:	1 September 2021
L10, 706 - Certificate No.	0AXG6L3NVY	Dated:	1 September 2021
L10, 707 - Certificate No.	DJ216HBAST	Dated:	1 September 2021
L10, 708 - Certificate No.	YRZS903FDF	Dated:	1 September 2021
L10, 709 - Certificate No.	MO1EPSHO3B	Dated:	1 September 2021
L10, 710 - Certificate No.	G568R6GBOD	Dated:	1 September 2021
L10, 711 - Certificate No.	M3H6D7LTWQ	Dated:	1 September 2021
L10, 712 - Certificate No.	V856TZUTQL	Dated:	1 September 2021
L10, 713 - Certificate No.	X2RAD79MJD	Dated:	1 September 2021
L10, 714 - Certificate No.	V0L54JQTVN	Dated:	1 September 2021
L10, 715 - Certificate No.	4MX1KZV3E1	Dated:	1 September 2021
L10, 716 - Certificate No.	86NURTMG2G	Dated:	1 September 2021
L10, 717 - Certificate No.	PG3UT7E1NV	Dated:	1 September 2021
L10, 718 - Certificate No.	LGHSFZM1OL	Dated:	1 September 2021
L11, 801 - Certificate No.	PRAZXI6YWU	Dated:	1 September 2021
L11, 802 - Certificate No.	3QMR73GUII	Dated:	1 September 2021
L11, 803 - Certificate No.	G2VTCTFPVU	Dated:	1 September 2021
L11, 804 - Certificate No.	HWDDDPN2ZH	Dated:	1 September 2021
L11, 805 - Certificate No.	9T8BU77CVL	Dated:	1 September 2021
L11, 806 - Certificate No.	JP4XAO1SG2	Dated:	1 September 2021
L11, 807 - Certificate No.	U4K4YAASVI	Dated:	1 September 2021
L11, 808 - Certificate No.	PG3E8R3IK4	Dated:	1 September 2021
L11, 809 - Certificate No.	HY7Y31UTS5	Dated:	1 September 2021
L11, 810 - Certificate No.	VW1FQEIMT	Dated:	1 September 2021
L11, 811 - Certificate No.	7ORMQVV178	Dated:	1 September 2021
L11, 812 - Certificate No.	3CQLU57WA7	Dated:	1 September 2021
L12, 901 - Certificate No.	H3NBHRRGX3	Dated:	1 September 2021
L12, 902 - Certificate No.	BAQN91ADUC	Dated:	1 September 2021
L12, 903 - Certificate No.	CQ2KQFSUMQ	Dated:	1 September 2021
L12, 904 - Certificate No.	E14F65YYJL	Dated:	1 September 2021
L12, 905 - Certificate No.	8Y4ROMY0HD	Dated:	1 September 2021
L12, 906 - Certificate No.	ZC0Q3JPJBU	Dated:	1 September 2021
L12, 907 - Certificate No.	10ONQG23GW	Dated:	1 September 2021
L13, 1001 - Certificate No.	23ZRLJY7HZ	Dated:	1 September 2021
L13, 1002 - Certificate No.	9T45EE0QFZ	Dated:	1 September 2021
L13, 1003 - Certificate No.	N4HWCTK7F1	Dated:	1 September 2021
L13, 1004 - Certificate No.	3ASHEI3CDO	Dated:	1 September 2021

Nathers Rating – Summary prepared by:

NatHERS

floreancigsmith 31 dover street, cremorne vic 3121

p +61 3 9429 7798 f +61 3 9429 9868 www.floreancigsmith.com.au abn: 11 609 733 833

Reference No. **PRE672**

Summary of Report prepared by:

Reference No. **PRE672**

Prorate Energy

Dated:

6 September 2021

Fire Test Report – Ecose prepared by:

Test No. **20-001927**

AWTA

Dated:

28 April 2020

Fire Test Report – Enviroseal CW prepared by:

Test No. **16-006359**

AWTA

Dated:

12 December 2016

Fire Test Report – Enviroseal Proctorwrap prepared by:

Test No. **17-000553**

AWTA

Dated:

17 February 2017

Fire Test Report – CSR Shaftwall prepared by:

Test No. **FCO-3063 Rev K**

CSIRO

Dated:

18 August 2022

Fire Test Report – Piramax ISO2 Panel prepared by:

Test No. **FI3054-001**

BRANZ

Dated:

21 July 2021

Fire Assessment Report – CSR Gyprock prepared by:

Report No. **FAS190252**

Warrington Fire

Dated:

26 October 2022

Form 1 – Building Permit application form dated:

16 December 2019

Documents forming part of this Stage One Building Permit approval are listed below. A copy of the approved stamped plans are to be kept on site at all times and must be available for viewing by the Building Inspector at the time of mandatory inspection stages nominated by the Relevant Building Surveyor.

Plan of Subdivision prepared by:

Reference No. **15-253 S35**

JRL Land Surveyors

Drawing No.

Sheet 1 of 2, Sheet 2 of 2.

Neighbourhood and Site Description Plan prepared by:

Reference No. **-**

Terrain Consulting

Drawing No.

10015D01s

Site Survey Plan prepared by:

Reference No. **10015D01s**

Terrain Consulting Group Pty Ltd

Drawing No.

Sheet 1 of 1

Land Exchange prepared by:

Reference No. **15-253 P1 Version 1**

JRL Land Surveyors

Drawing No.

-

Structural drawings prepared by:

Project No. **3339**

Mace Consult Pty Ltd

Drawing No.

S00(00), S01(01).

Design Addendum prepared by:

Project No. **3339**

Mace Consult Pty Ltd

Pages:

45

Certificate of Compliance – Structural Design issued by:

Dated: **22 March 2022**

Pinnawala Gedara (Mudi) Chamara Ariyaratna - PE0003918

Certificate of Compliance – Structural Non-Design issued by:

Dated: **22 March 2022**

Yojitha Keshan Priadarshana Kodagoda Hewage - PE0002893

PT drawings prepared by:

Project No. **-**

Slabtec Pty Ltd

Drawing No.

50031-22-0200-L1, 50031-22-0201-L1, 50031-22-0202-L1, 50031-22-0203-L1, 50031-22-0300-L2, 50031-22-0301-L2, 50031-22-0302-L2, 50031-22-0303-L2, 50031-22-0400-L3, 50031-22-0401-L3, 50031-22-0402-L3, 50031-22-0403-L3, 50031-22-0500-L4, 50031-22-0501-L4, 50031-22-0502-L4, 50031-22-0503-L4, 50031-22-0600-L5, 50031-22-0601-L5, 50031-22-0602-L5, 50031-22-0603-L5, 50031-22-0700-L6, 50031-22-0701-L6, 50031-22-0702-L6, 50031-22-0703-L6, 50031-22-0800-L7, 50031-22-0801-L7, 50031-22-0802-L7, 50031-22-

0803-L7, 50031-22-0900-L8, 50031-22-0901-L8, 50031-22-0902-L8, 50031-22-0903-L8, 50031-22-1000-L9, 50031-22-1001-L9, 50031-22-1002-L9, 50031-22-1003-L9, 50031-22-1100-L10, 50031-22-1101-L10, 50031-22-1102-L10, 50031-22-1103-L10, 50031-22-1200-L11, 50031-22-1201-L11, 50031-22-1202-L11, 50031-22-1203-L11, 50031-22-1300-L12, 50031-22-1301-L12, 50031-22-1302-L12, 50031-22-1303-L12, 50031-22-1400-L13, 50031-22-1401-L13(1), 50031-22-1402-L13, 50031-22-1400-L13, 50031-22-1500-L14, 50031-22-1501-L14, 50031-22-1502-L14, 50031-22-1503-L14, (all rev A unless listed).

PT Computations prepared by:
Project No. -

Slabtec Pty Ltd
Pages: 198

FRL Confirmation PT prepared by:
Project No. **50031-SL01**

Myoni Pty Ltd
Dated: 31 March 2022

Certificate of Compliance – Structural Design
issued by:
Dated: **4 April 2022**

Anthony Peter Watson - PE0003084

Structural drawings prepared by:
Project No. **17173**

Webber Design
Drawing No. S000, S001, S002, S030, S031, S032, S035, S036, S037, S038, S039, S040, S048, S049, S050, S100, S101, S102, S103, S105, S106, S107, S108, S110, S115, S120, S130, S200, S210, S220, S260, S280, S290, S300, S310, S800, S801, S805, S820, S825, S826, S827, S828, S850, S855, S877, S878, S879, S880, S881, S882, S885, S886, S887, S905, S906, S907, S908, S950, S951, S955, S956, S957, S960, S961, S970, S971, S980, S981, S990 (all rev C1).

Structural computations prepared by:
Project No. **WD17173**

Webber Design
Pages: 1066

Geotechnical Investigation Report prepared by:
Project No. **5948-3-R**

GeoAust Geotechnical Engineers Pty Ltd
Dated: 19 March 2019

Certificate of Compliance – Structural Design
issued by:
Dated: **16 March 2022**

Paul David Watters - PE0001766

Certificate of Compliance – Structural Non-Design
issued by:
Dated: **16 March 2022**

Peter Michael Rodrigues - PE0000141

FRL Confirmation (Building Permit Regulatory Assessment
Checklist - Written Responses) issued by:
Reference No **HUBPM-RFI-000001**

Webber Design
Dated: 19 April 2022

Civil drawings prepared by:
Project No. **17173**

Webber Design
Drawing No. C000, C001, C200, C201, C210, C300, C301, C310 (all rev C1).

Civil computations prepared by:
Project No. **17173**

Webber Design
Pages: 21

Certificate of Compliance – Civil Design issued by:
Dated: **23 March 2022**

Paul David Watters - PE0001766

Electrical Services drawings prepared by:

O'Neill Group

Project No.	8432	Drawing No.	E01, E02, E03, E04, E05, E06, E07, E08, E09, E10, E11, E12, E13, E14, E15, E16, E17, E18, E19, E20, E21, E22, E23, E24 (all rev 0).
Certificate of Compliance – Electrical Design issued by:		David O'Flaherty - PE0002641	
Dated:	22 April 2022		
Mechanical Services drawings prepared by:		O'Neill Group	
Project No.	8432	Drawing No.	M01, M02, M03, M04, M05, M06, M07, M08, M09, M10, M11, M12, M13, M14, M15, M16, M17, M18, M19, M20, M21, M22 (all rev 0).
Certificate of Compliance – Mechanical Design issued by:		Trang Tan Hoang Nguyen - PE0003664	
Dated:	22 April 2022		
Hydraulic Services drawings prepared by:		O'Neill Group	
Project No.	8432	Drawing No.	H01, H02, H03, H04, H05, H06, H07, H08, H09, H10, H11, H12, H13, H14, H15, H16, H17, H18, H19, H20, H21, H22, H23, H24, H25, H26, H27, H28, H29, H30, H31, H32, H33, H34, H35 (all rev 0).
Certificate of Compliance – Hydraulic Design issued by:		Michael John Di Paola - PE0001529	
Dated:	22 April 2022		
Fire Sprinklers Services drawings prepared by:		O'Neill Group	
Project No.	8432	Drawing No.	F01, F02, F03, F04, F05, F06, F07, F08, F09, F10, F11, F12, F13, F14, F15, F16, F17, F18, F19, F20 (all rev 0).
Certificate of Compliance – Fire Design issued by:		Trang Tan Hoang Nguyen - PE0003664	
Dated:	22 April 2022		
Report and Consent from the Chief Officer – Regulation 129			
Report No.	2200299	Dated:	11 February 2022
Form 6 –Protection Work Required prepared by:		Floreancig Smith Building Surveyors	
Reference No.	201700329	Dated:	5 March 2019
Protection Work notices issued to:		Carpark and footpath adjacent to 294 Bell St, Heidelberg West	
Form 7 Dated:	21 March 2022	No Response	14 April 2022
		Email	
		Confirmation	
		Dated:	
Form 9 – Protection Work Determination prepared by:		Floreancig Smith Building Surveyors	
Reference No.		Dated:	
Fire Test Report – Centre Opening prepared by:		BRANZ	
Certificate No.	771	Dated:	17 January 2018
Fire Safety Engineering Report prepared by:		Affinity Fire Engineering (UK) Ltd	
Reference No.	173170_FER_06	Dated:	27 January 2022
Alternative Solution Assessment Report prepared by:		BBP Architects	
Dated:	25 March 2019		
Legal Point of Discharge (Regulation 133) Issued by:		Banyule City Council	
Reference No.	-	Dated:	10 May 2018
Legal Point of Discharge Plan Issued by:		Banyule City Council	
Reference No.	-	Dated:	17 July 2018
Certificate of Title		Volume:	08158 Folio 568
Planning Permit issued by:		Banyule City Council	

Reference No.	P312/2010	Dated:	31 January 2013, 17 December 2021 (amended), 5 October 2021 (extension of time)
Endorsed Drawings:	TP02(A), TP03.0(B), TP03.1(B), TP03.2(B), TP03.3(B), TP04, TP05, TP06, TP07(A), TP08, TP09(A), TP09.1, TP10, TP11(A), TP12(A), TP13(A), TP14, TP15, TP16, TP17, TP19(A).		
Construction Management Plan Approval issued by:		Banyule City Council	
Reference No.	D22/40138	Dated:	28 February 2022
Conditions of Approval of Plans and Specifications for Road and Drainage Construction in Connection with any Developments issued by:		Banyule City Council	
Dated:	9 December 2021		
Council Drainage Approval email issued by:		Banyule City Council	
Dated:	14 January 2022		
Council R153 Approval email issued by:		Webber Design	
Dated:	12 January 2022		
Letter of compliance issued by:		Forte Lift Services	
Dated:	23 March 2022		
Property information response issued by:		Banyule City Council	
Reference No.	70593249	Dated:	15 October 2021
Flooding information response from Melbourne Water			
Reference No.	MWA-1226623	Dated:	29 September 2021
Domestic Building Contract signed and dated:		18 February 2022 (HDP) and 21 February 2022 (Owner)	
Council Approval for Public Protection Measures (Regulation 116) issued by Banyule City Council			
Reference No.	2022-3240	Dated:	14 February 2022
Endorsed	Reg 126,		
Drawings	Drawings No: PQ (pages 3-6)		
Form 1 – Building Permit application form dated:		16 December 2019	

ANNEXURE B

PERMIT CONDITIONS

Project Description:	Proposed Mixed Use Development Over Basement Carpark
Project Address:	294 Bell Street, Heidelberg West VIC 3081
Building Permit No:	9351754732866
Floreancig Smith Ref No:	201700329

The following conditions form part of this Building Permit Approval READ THEM CAREFULLY.
It is the responsibility of the permit holder/applicant to ensure the building permit conditions listed below are satisfied prior to the completion of works and issue of Occupancy Permit.

BUILDING REGULATIONS 2018 & BUILDING ACT 1993

1. Protection of the Public (Building Regulation 116)

The builder is to ensure that all necessary precautions are undertaken for the protection and safety of the public. The relevant building surveyor must approve the precautions prior to the commencement of the building works.

All hoarding/ precaution works must be erected as per the Regulation 116 consent for the purpose of public protection issued by Banyule City Council. It is the responsibility of the builder to ensure all conditions are adhered to.

2. Finished Floor Level (Regulation 153)

The finished floor level of the building to be 300mm above 63.2m AHD as required by Council consent and is to be confirmed by a licensed Land Surveyor.

3. Planning Permit

It is the responsibility of the permit holder/ applicant to ensure all Planning Permit conditions are satisfied prior to the commencement/occupant of the works.

The development as shown on the endorsed plans must not be altered without the written consent of the Banyule City Council

4. Building Permit Exclusions

Stage One Building Permit pertains to construction of Structure & Services only.

Stage Two Building Permit pertains to Remainder of Works - Architectural Scope only

Works beyond this scope do not form part of this Stage Two Building Approval

5. Record of Piling (Regulation 127)

Within 28 days of completion of piling works including screw piles, a complete record of the operations must be forwarded to this office for our records.

6. Building Inspections (Part 12)

A letter from a Registered Structural Engineer stating that all structural components of the building/works, including foundation material, reinforced concrete, structural steel work and load bearing blockwork, precast concrete panels and tilt-up panels have been supervised and installed in accordance with the relevant Australian Design Codes and plans and specifications approved as part of the permit.

A letter from the Structural Engineer/Contractor stating that all handrails, balustrades and fixings were designed and installed to resist loads to AS 1170;

7. Provision & Display of Permit Information (Regulation 41)

A copy of the following information must be displayed on the allotment in a conspicuous position accessible to the public for the duration of the building work to which this permit applies:

- Builder registration numbers and contact details
- Relevant Building Surveyor registration number and contact details
- Building Permit number and date of issue.

8. Building Works

Building works must be undertaken in accordance with the Building Code of Australia, the Building Regulations 2018 and the Building Act 1993.

9. Covenant or Encumbrance

This approval does not have the effect of endorsing that the design complies with any restrictive covenant or any other encumbrance over the subject land. It is the owner's responsibility to ensure compliance with any covenant or encumbrance. Failure to comply with any relevant covenants/encumbrances could result in legal proceedings from other beneficiaries.

10. Variation to Approved Documentation

No variation from or alteration of the approved plans or specification shall be made prior to obtaining written consent from the Relevant Building Surveyor.

NATIONAL CONSTRUCTION CODE (NCC) 2016 – Volume 1 (Pre-Amendment)

1. External Walls including Cladding, Insulation & Sarking (Specification C1.1, C1.9 & C1.14)

In buildings of Type A or B construction external claddings and insulation is to be of non-combustible material. Any change to the external wall systems including claddings, insulation, sarking and ancillary elements are to be reviewed prior to installation, to the satisfaction of the RBS.

Sarking is required to have a maximum thickness of 1mm and a flammability index of not more than 5.

2. Operation of Door Latches (Clause D2.21)

A door in a required exit, forming part of a required exit or in the path of travel to a required exit must be readily openable without a key from the side that faces a person seeking egress, by a single hand downward action or pushing action on a single device which is located between 900mm and 1200mm from the floor.

3. Emergency Lighting and Exit Signage (Clauses E4.2, E4.4, E4.5, E4.6)

The emergency lighting and exit signs to be installed are to comply with the requirements of AS2293.1.

4. Mechanical Ventilation (Clause F4.5)

The mechanical ventilation system is to comply with AS1668.2-2012

5. Mechanical Ventilation in Class 7a Carparking (Table E2.2a)

The mechanical ventilation system provided to the carparking area must operate in fire mode in accordance with the provisions of Clause 5.5 of AS/NZS1668.1.

6. Sprinklers (Clause E1.5)

Sprinkler System is to be in accordance with AS2118.1.

All covered balconies must be provided with sprinkler protection in an AS2118.1 sprinkler protected building.

Per AS2118.1-2017, where sprinkler protection is not provided to a cupboard where the floor area does not exceed 2.5m² then sprinklers in the adjoining room/corridor must be positioned in front of the cupboard door to provide coverage if the doors were open.

7. Early Fire Hazard Indices (Clause C1.10 & Specification C1.10)

All new-fixed surface finishes and insulation is to comply with the requirement of NCC Clause C1.10 & Specification C.10, Table 2, 3 & 4. Floor, wall and ceiling linings are to be based on sprinklered buildings and the location of installation. Test Reports and product data from the manufacturer is to be provided for approval prior to installation.

8. Glazing (Clause B1.4)

All new glazing is to comply with AS1288 and AS2047. Decals to be installed min 75mm in width located between 900-1000mm from finished floor level

9. Fire Main Pressures & Flows (Clauses E1.3 and E1.4)

New wet fire installations must be independently tested to determine the pressures and flows prior to the final inspection and a report submitted for consideration.

10. Portable Fire Extinguishers (Clause E1.6)

Fire extinguishers are required to be installed in accordance with AS2444 and supported on wall brackets approximately 1m above floor height.

- 2A:20B:E dry chemical extinguisher adjacent to emergency services switchboard
- ABE Type 2.5kg portable fire extinguishers are to be located not more than 10m from sole-occupancy entry doors

11. Construction of Sanitary Compartments (Clause F2.5)

Inward swinging toilet doors to enclosed sanitary compartments must be readily removable from the outside, unless there is a clear space of at least 1.2m between the closet pan within the sanitary compartment and the nearest part of the doorway.

12. Balustrading (Clause D2.16)

Balustrading to be at least 1000mm above landings and 865mm above the nosings of treads. Maximum 125mm spacing between balustrades.

Other than barriers in fire-isolated stairs, the balustrade must not contain openings greater than 125mm.

Where floors are more than 4m above the surface below the barrier must not contain any horizontal or near horizontal elements between 150mm and 760mm above the FFL and must not facilitate climbing (i.e. no A/C condenser units, GPO's or the like within 1m of the balustrade nor shall connections/fixing create footholds greater than 10mm).

13. Goings and Risers (Clause D2.13)

Stair flight riser heights to steps to not exceed 190mm and going length for treads to be at least 250mm consistent throughout.

14. Fixed Platforms, Walkways, Stairways and Ladders (Clause D2.18)

All fixed platforms, walkways, stairways and ladders to be in accordance with AS1657.

15. Service Installations in the Exits and Paths of Travel (Clause D2.7)

Electrical switchboards in the path of travel to exits to be enclosed in metal or other non-combustible cabinets with smoke proof doors.

16. Openings for Service Installations (Clause C3.15)

All service penetrations through fire rated building elements to be treated in accordance with Clause C3.15 of the BCA inter-alia AS4072 in order to maintain the fire resistance level of that element.

17. Fire Precautions During Construction (Clause E1.9)

During construction

- a) not less than one fire extinguisher to suit Class A, B and C fires and electrical fires must be provided at all times on each storey adjacent to each required exit or temporary stairway or exit; and
- b) after the building has reached an effective height of 12m:
 - i) the required fire hydrants and fire hose reels must be operational in at least every storey that is covered by the roof or the floor structure above, except the two (2) uppermost storeys, and
 - ii) any required booster connections must be installed.

18. Energy Efficiency (Part J5)

Works to the mechanical ventilation system to comply with Part J5 – Air Conditioning & Ventilation Systems. Confirmation of compliance is to be provided from the contractor upon completion of works.

19. Energy Efficiency (Part J6)

Works to the electrical systems system to comply with Part J6 – Artificial Lighting & Power. Confirmation of compliance is to be provided from the contractor upon completion of works.

20. Artificial Lighting

The artificial lighting system to comply with AS1680.

21. Waterproofing (F1.7)

Waterproofing to walls and floors to wet areas to be provided where required by F1.7 in accordance with AS3740. Certification will be required by the contractor prior to a certificate of final inspection/occupancy permit being issued.

22. Waterproofing Membranes (Clause F1.4)

Waterproofing membranes for external above ground use (i.e., balconies) must comply with the requirements of AS4654.1 and AS4654.2. Confirmation required from sub-contractor upon installation.

23. Slip Resistance (Table D2.14)

Slip resistance classification for stairways, landings and ramps is to be in accordance with Table D2.14 and AS4586. Details are to be provided and approved prior to installation or construction. Slip rating of P3(Dry) and/or P4(Wet) required to all treads, ramps and landings.

24. Signage (Clause D2.23 / E3.3 / Australian Standards)

Signage must be installed to Fire/Smoke safety doors, lifts and fire service equipment enclosures.

- Fire/Smoke door on self-closing device – **FIRE SAFETY DOOR DO NOT OBSTRUCT DO NOT KEEP OPEN** (20mm lettering in colour contrasting to the background, both sides of the door).
- Fire door discharge from fire isolated stair – **FIRE SAFETY DOOR – DO NOT OBSTRUCT** (20mm lettering in colour contrasting to the background, both sides of the door).
- Lifts – **DO NOT USE LIFTS IF THERE IS A FIRE** (10mm high lettering) OR **Do not use lift if there is a fire** (8mm high lettering).
- Fire Hydrants – **FIRE HYDRANT** (75mm lettering (external) application and 50mm (internal application) in colour contrasting to the background).
- Fire Hose Reel - **FIRE HOSE REEL** (75mm lettering (external) application and 50mm (internal application) in colour contrasting to the background).
- Boosters – **HYDRANT BOOSTER / SPRINKLER BOOSTER / COMBINED HYDRANT and SPRINKLER BOOSTER** (50mm lettering in colour contrasting to the background).
- Feed Hydrant within booster enclosure – **FH** within 100mm diameter circle.
- Fire Indicator Panel - **FIRE INDICATOR PANEL** (50mm lettering in colour contrasting to the background).
- Fire Pump Room – **HYDRANT / SPRINKLER / SPRINKLER and HYDRANT PUMP ROOM** (50mm lettering in colour contrasting to the background).

25. Sarking & Flashing (Clause F1.6)

Sarking used for weatherproofing of roofs and external walls must comply with AS4200 Parts 1 & 2 and must be installed in accordance with the manufacturer's requirements.

It is the responsibility of the building practitioner to ensure all flashing is adequately installed throughout.

26. Services within Fire Isolated Stairs (D2.7)

Services not associated with or required to be located within the fire isolated stairs must not pass into or through the fire isolated stairwells or fire isolated exit passageways.

27. Occupant Warning System (Specification E2.2a)

The occupant warning system is required to be connected to a fire station or fire station dispatch centre in accordance with AS1670.3. Certification will be required prior to the occupancy permit being issued.

28. Seismic Actions (B1.2, Inter-Alia AS1170.4)

Structural design for earthquake actions per AS1170.4 must be included within the design and construction of this building as appropriate. This is relevant to the overall structure of the building and parts and components under Clause 8.1.4 of AS1170.4

29. Access Provisions for People with Disabilities (Clause D3.3)

All new doorways to measure a minimum of 920mm in width and provide a clear opening of 850mm. Door approach and latch clearance to be provided to satisfy provisions for disabled access and circulation in accordance with AS1428.1-2009.

Frameless/Glazed doors and partitions capable of being mistaken for openings must be clearly marked with a 30% luminance (min) contrasting strip not less than 75mm thick between 900mm-1000mm above the FFL to the full width of the door/partition.

A unisex accessible sanitary compartment is to be provided in accordance with AS1428.1-2009 including all fixtures and fittings.

In addition, a sanitary compartment suitable for a person with an ambulant disability to be provided in accordance with AS1428.1-2009 including all fixtures and fittings.

Handrails to be installed to both sides of stairways and be provided with extensions and 180° turn through in accordance with Figure 26 of AS1428.1-2009. A clearance of 1m to be provided between handrails.

Grabrails to be installed to disabled sanitary facilities in accordance with Figure 42 of AS1428.1-2009. A minimum clearance of 1100mm to be provided between closet pan and hand basin, and 300mm from the door swing and washbasin.

Braille signage to be installed in accordance with BCA Specification D3.6 and AS1428.1-2009 located between 1200-1600mm from FFL.

Push Button (Manual control of power operated door) must be 25mm (min) in width, proud of the surface, not less than 500mm from an internal corner, between 1m and 2m of the door and located between 900mm and 1100mm above the FFL.

A portable hearing augmentation device must be provided in accordance with NCC Clause D3.7 where an inbuilt amplification system is installed. Details of the proposed system must be provided for approval prior to installation.

The disabled accessible car parking space located at the front of the building with appropriate signage is to be provided with a surface gradient not exceeding 1:40 for concrete and 1:33 for asphalt in accordance with AS2890.6-2009.

OTHER

1. FRV Consent of the Chief Officer (Regulation 129)

The Fire Rescue Commissioner consents to the Variations as listed in the Regulation 129 consent, subject to the implementation of the **prescribed** items refer FRV consent number 2200299 dated 11 February 2022.

2. Fire Engineering Assessment Report

This Building Permit is subject to a Fire Engineering Assessment Report (Refer to Annexure – A). All conditions and construction measures detailed within the report must be implemented.

3. Flooding Approval

This Building Permit is subject consent from the relevant authority to permit construction within flood prone land / land subject to inundation (Refer to Annexure – A). All conditions and construction measures detailed within the authorities' approval must be implemented.

4. Proprietary Building Products.

The builder is responsible to adopt and install appropriate proprietary accredited building products and is to ensure that those products/assemblies are fit for the purpose they are intended and are installed in accordance with the manufacturer's specifications/ requirements for that system. It is recommended that the builder seek manufacturer's product installation inspections and confirmation from the supplier/manufacturer to confirm that the product/assembly has been installed in accordance with the requirements of the manufacturer.

Installation remains the responsibility of the builder. Receipt of product and certification of installation must be provided at completion of project prior to issue of Occupancy Permit.

ANNEXURE C

RELEVANT BUILDING SURVEYORS NOTES

Project Description: **Proposed Mixed Use Development Over Basement Carpark**

Project Address: **294 Bell Street, Heidelberg West VIC 3081**

Building Permit No: **9351754732866**

Floreancig Smith Ref No: **201700329**

GENERAL

Inspection Notification Procedure

- Inspections must be booked with 48 hours of notice directly with Floreancig Smith via email or phone.
- Inspections may be booked for early or late morning or afternoon time frames only. Specific times cannot be provided.
- Inspections must be ready for time of booking confirmation or they will not be approved.
- Same day cancellations will count towards the number of inspections included in the fee proposal and will incur a cancellation fee.
- Cancellations due to inclement weather will be exempt at the discretion of the allocated inspector.
- If inspections are to be carried out by the project engineer. The inspection is required be carried out by a registered engineer in persons and reports are to be provided to our office for review within 24 hours of the inspection. Floreancig Smith must be notified and engaged with where the engineer is performing a mandatory inspection.

Termites

This site is subject to termite infestation. Ensure termite protection is provided in accordance with AS3660.1

Other Fees and Permits

All additional permits required by the City of Banyule shall be obtained and fees or deposits lodged for same (e.g. Road Access, Road Occupation, Hoarding, Health Approval, Asset Protection etc.).

BUILDING ACT 1993

Town Planning (Section 24)

A Planning Permit is required for the proposed building works and has been issued by Banyule City Council. Please refer to planning permit listed in Annexure A for conditions & expiry dates.

Application of New Building Regulations to Building Work (Section 10)

It has been considered that substantial progress was made on the design of the building prior to the adoption of BCA 2019 Volume One Amendment 1. Therefore, this building permit has been assessed under BCA 2016

Under Section 10 (4) of the Building Act the following requirements will be adopted from NCC 2019;

- NCC Clause C1.9 (e)(vi) – To permit sarking type materials that do not exceed 1mm in thickness and have a flammability index not greater than 5.

BAMS reforms – Applicant / Owner's notification required (Section 205KA)

It is the owner /applicant's duty to monitor the construction cost and maintain records of cost of work. Owner/applicant must notify the VBA of any increase in construction cost within 28 days of becoming aware of the final revised cost. Penalty levy will apply where notification is not provided.

BUILDING REGULATIONS 2018

Display of Permit Information – Signage (Building Regulation 41)

The person in charge of carrying out building works must take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor, the number of the relevant building permit and the issue date of the permit are displayed. Signage to be displayed in a conspicuous position accessible to the public prior to the commencement of building works and is to remain visible and legible for the duration of building works.

Protection of Adjoining Properties (Building Regulation 111) – Issued

Pursuant to Regulation 111 protection works notices Forms 7 and 8 have been issued in accordance with Part 7 of the Act. The owner/agent of the owner should be aware of their obligation to carry specific insurance under Section 93 of the Act and have dilapidation survey of the adjoining property in place which has been acknowledged by the adjoining property owner prior to commencement of protection works in accordance with Section 94 of the Act.

A determination under Regulation 111(3) has been made

Documentation of Determination of Performance Solution (Regulation 38)

This building design has been assessed to achieve compliance with the Performance Requirements of the Building Code of Australia pursuant to Building Regulation 38. The following alternative building solutions have been verified as part of this approval, contrary and relative to the following BCA Clauses.

Performance Provision	DtS Provision	Assessment Method	Description	Practitioner Details	Report Number
CP1 and CP2	NCC Clause C1.1, Specification C1.1	A0.5 (b) (ii)	The Class 6 parts and Class 5 parts are proposed to have reduced FRLs of 90/90/90 (loadbearing) and -/90/90 (non-loadbearing) in lieu of 180/180/180 (loadbearing) and -/180/180 (non-loadbearing) for Class 6 parts and 120/120/120 (loadbearing) and -/120/120 (non-loadbearing) for Class 5 parts respectively.	Affinity Fire Engineering	173170_FER_06
CP1 and CP2	NCC Clause C1.1, Specification C1.1– Clause 3.1	A0.5 (b) (ii)	The building design incorporates vapour permeable wall wrap (Bradford Enviroseal ProctorWrap) to the external wall cavities which is not deemed “non-combustible” in accordance with AS1530.1.	Affinity Fire Engineering	173170_FER_06
CP2, DP4 and EP2.2	NCC Clause C2.14	A0.5 (b) (ii)	Public corridors lengths within Building 1 and Building 2 are proposed to exceed the DtS allowances of 40m with worst case is upto 54.5 m on Level 4 in Building 1 and Building 2 .	Affinity Fire Engineering	173170_FER_06
CP2, CP8, DP4, DP5 and EP2.	NCC Clause C3.9	A0.5 (b) (ii)	Hydrant test drains are proposed to be located within the fire-isolated stairs and penetrate the fire-rated stair shaft wall.	Affinity Fire Engineering	173170_FER_06
DP4 and EP2.2	NCC Clause D1.4	A0.5 (b) (ii)	Travel distances to a exit within the North Ground Floor carparking area are proposed to exceed the DtS allowances (Up to 27m in lieu of 20m)	Affinity Fire Engineering	173170_FER_06
DP4 and EP2.2	NCC Clause D1.5	A0.5 (b) (ii)	Separation of alternative exits is proposed to be 3.5m on the Ground Floor Building 1 and 4m on all other levels (in lieu of 9m) in the subject building due to the design of the scissor stair.	Affinity Fire Engineering	173170_FER_06
DP4, DP5 and EP2.2	NCC Clause D1.7	A0.5 (b) (ii)	Fire-isolated stairs (Scissor Stair Set 1 and Scissor Stair Set 2) discharge internally into the Ground floor fire and smoke rated lobbies, in lieu of directly to a road or open space. Alternative egress routes are provided from Scissor Stair Set 1 via the ground floor Building 1 entry lobby or Building 1 back-of-house passageway serving Coomalie Crescent. Alternative egress routes are provided from Scissor Stair Set 2 via the ground floor Building 2 entry lobby or Building 2 back-of-house passageway serving Coomalie Crescent.	Affinity Fire Engineering	173170_FER_06

DP2	NCC Clause D2.22	A0.5 (b) (ii)	The building design incorporates the use of electric strikes interfaced with the GFA and provided with back-up break glass alarms as a means of providing re-entry from fire isolated stairs in lieu of non-locked doors at every fourth level.	Affinity Fire Engineering	173170_FER_06
EP1.1	NCC Clause E1.4	A0.5 (b) (ii)	The building is proposed to have the following non compliances in regards to fire hose reels: ❑ Fire hose reel (FHR) coverage is not provided to fire and smoke lobbies, and commercial tenancies on the ground floor. Portable fire extinguishers shall be provided in lieu. ❑ Fire hose reel (FHR) are located more than 4m from an exit in the carpark.	Affinity Fire Engineering	173170_FER_06
EP1.4	NCC Clause E1.5	A0.5 (b) (ii)	Sprinklers are proposed to be omitted to the top of the lift shaft. Thermal detection linked to SSISEP shall be provided in lieu. Furthermore, it is proposed to omit a sprinkler head to the bathroom showers only.	Affinity Fire Engineering	173170_FER_06
EP2.2	NCC Clause E2.2 and E2.3	A0.5 (b) (ii)	Zone smoke control is proposed to be omitted to the ground floor Class 6 retail tenancy.	Affinity Fire Engineering	173170_FER_06
EP4.3	NCC Clause E4.9	A0.5 (b) (ii)	The building design incorporates the deletion of the Warden Intercommunication Points (WIPs) throughout the building. An Emergency Telephone System (ETS) in accordance with MFB Guideline GL-01 shall be provided within the building	Affinity Fire Engineering	173170_FER_06
CP1 and CP2	NCC Specification C1.1 Clause 3.1(b)	A0.5 (b) (ii)	The building is proposed to include plastic packers and timber noggins installed within the external or bounding walls (or non-loadbearing internal walls that are required to be non-combustible) for fixing joinery, windows and doors.	Affinity Fire Engineering	173170_FER_06
DP4	NCC Clause D1.2 (b) (i)	A0.5 (b) (ii)	The building design incorporates a single exit to the Northern Carpark on the Ground Floor in lieu of two	Affinity Fire Engineering	173170_FER_06
FP1.6	F1.11	A0.5c A0.5d	Provision of floor wastes It is proposed to utilise the floor waste in the shower enclosure to serve as a floor waste to the bathroom. This is permissible, however the Deemed-to-Satisfy Provisions require the entire floor of the bathroom to be graded to the floor waste with a gradient of 1:100 per AS3740. The alternative Solution is that the floor to the bathroom will not be graded. Note that the floor within the shower enclosure will be graded and compliant to AS3740.	BBP Architects	Alternative Solution Assessment Report dated 25 March 2019

DP1 / D3.1	D3.1	A0.5c A0.5d	To permit Ground Level doors to building 1 stair lobby and Ground Level Building 1 door from carpark, doors have reduced latchside circulation space on one side.	Before Compliance	00077-22
DP1, DP2 / D3.3 and AS1428.1-2009	D3.5	A0.5c A0.5d	To permit stair from carpark to BOH corridor of Building 2 and carpark level stairs to have reduced handrail extensions.	Before Compliance	00077-22
DP1, DP2/ D3.3 and AS1428.1-2009	D3.3	A0.5c A0.5d	To permit Ramp from carpark to Building 2 lobby to have reduced handrail extensions.	Before Compliance	00077-22
DP1 / D3.3 and AS1428.1-2009	D3.3	A0.5c A0.5d	To permit access paths to some storage cages do not provide compliant 180 degree turning spaces and Building 2 Ground Level storage cages are accessed via stair. To accept this minimum 5% of the overall number of storages cages are to be provided as surplus to the total number of linked cages and these are to be located in an accessible area.	Before Compliance	00077-22
DP1, DP2 / D3.3 and AS1428.1-2009	D3.3	A0.5c A0.5d	To permit ramps occur along carpark aisles and will not provide TGSi, handrails or kerbrails and exceed maximum 9000mm between landings.	Before Compliance	00077-22
DP1 / D3.1 and AS1428.1-2009	D3.3	A0.5c A0.5d	To permit the communal terrace access doors to have reduced doorway circulation space	Before Compliance	00077-22
DP1 / D3.1 and AS1428.1-2009	D3.3	A0.5c A0.5d	To permit the corridors to the communal to not provide minimum 1540mm x 2070mm turning space within 2m of the end of the accessway.	Before Compliance	00077-22
DP1 & FP2.1 / D3.1, F2.3, D3.6, F2.4	D3.3	A0.5c A0.5d	To permit the use of unisex toilets within building	Before Compliance	00077-22
DP1(a)(i) & DP8(a)(b) / D3.1, D3.5	F3.2	A0.5c A0.5d	To Permit reduced Accessible carpark and shared space - The carpark and shared space are 4900mm long in lieu of 5400mm.	Before Compliance	00077-22
FP1.4	F1.4 & F1.5	A2.2(1)(a)	Concrete as roof cladding against the Performance Requirements FP1.4 of the National Construction Code 2016 (NCC) Volume 1.	G&P Consulting Engineers	22597

Reporting Authority Consents (Building Regulation 129)

Reporting Authority Consents have been sought and obtained for the following matter:

- **Variation 1**
NCC E1.3 AS2419.1 clause 4.1.2
To permit installation of Magnetic Flow Meter
- **Variation 2**
NCC Clause E1.3 AS2419.1 Clause 7.3
To permit Boosters to be located within 10m of the building without compliant shield wall with a FRL 90/90/90
- **Variation 3**
NCC Clause E1.3 AS2118.1-1999
To permit Grade 2 Water supply in lieu of Grade 1 / Alternate Supply for building over 25m.
- **Variation 4**
NCC Clause E1.3 AS2419.1 Clause 3.2.3.1
To permit hydrants to serve areas other than the level which they are located

ANNEXURE D

MAINTENANCE SCHEDULE (R222 / SCHEDULE 8)

Project Description & Use of the building: **Proposed Mixed Use Development Over Basement Carpark**

Classification Under the NCC: **2, 5, 6 & 7a**

Project Address: **294 Bell Street, Heidelberg West VIC 3081**

Building Permit No: **9351754732866**

Floreancig Smith Ref No: **201700329**

This schedule has been issued because Essential Safety Measures (ESM) have been required to be provided/alterd in the above building under conditions of the Occupancy Permit for this project and be maintained to the prescribed frequency and levels of performance:

Essential Safety Measure	Date of occupancy permit or maintenance determination for which the ESM is specified in an occupancy permit or maintenance determination relating to the building and/or place. Insert date that each ESM was required to be provided in chronological order	Document or legislation which lists ESM and the maintenance requirements for those ESMs relating to a building and/or place. Insert occupancy permit no., maintenance determination date	The level of performance that each ESM is required to achieve to fulfil its purpose	The frequency and type of maintenance, testing and inspections required for each ESM
PART 1 – Building Fire Integrity				
Building elements required to satisfy prescribed fire resistance levels	N/A	N/A	Section C, D1.12 As per AS1851-2012	Annual As per AS1851-2012
Materials and assemblies required to satisfy prescribed fire hazard properties	N/A	N/A	C1.10	Annual As per AS1851-2012
Elements required to be non-combustible, provide fire protection, compartmentation, or separation	N/A	N/A	C2.5 to C2.14, C3.3, C3.11, D1.7 - D1.8, E1.3, G3.4, Spec E2.2b	Annual As per AS1851-2012
Fire doors (including sliding fire doors and their associated warning systems) and associated self-closing, automatic closing and latching mechanisms	N/A	N/A	C2.12 to C2.13, C3.4 to C3.8, C3.10 to C3.11, D1.7 to D1.8, D1.12	Annual As per AS1851-2012
Fire-protection at service penetrations through elements required to be fire-resisting with respect to integrity or insulation, or to have a resistance to the incipient spread of fire	N/A	N/A	C3.12, C3.13, C3.15	Annual As per AS1851-2012
Smoke doors and associated self-closing, automatic closing and latching mechanisms	N/A	N/A	Specification C2.5, D2.6	Annual As per AS1851
PART 2 – Means of Egress				
Paths of travel to exits	N/A	N/A	D1.6	Every 3 months As per AS1851
Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected)	N/A	N/A	D1.7, D1.9 to D1.11, D2.12, G4.3, G4.6, G4.7	Inspection every three months to ensure there are no obstructions and no alterations. As per AS1851-2012 Part 15

Essential Safety Measure	Date of occupancy permit or maintenance determination for which the ESM is specified in an occupancy permit or maintenance determination relating to the building and/or place. Insert date that each ESM was required to be provided in chronological order	Document or legislation which lists ESM and the maintenance requirements for those ESMs relating to a building and/or place. Insert occupancy permit no., maintenance determination date	The level of performance that each ESM is required to achieve to fulfil its purpose	The frequency and type of maintenance, testing and inspections required for each ESM
Exits (including fire-isolated stairways and ramps, non-fire isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire-isolated passageways)	N/A	N/A	D2.2 to D2.3, D2.8 to D2.11, D2.13, D2.16 to D2.17	Inspection every three months to ensure there are no obstructions and no alterations. As per AS1851
Smoke lobbies to fire-isolated exits	N/A	N/A	D1.7, D2.6	Annual inspection for damage, deterioration, or unauthorised alteration. As per AS1851
Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms	N/A	N/A	D1.6, D2.19 to D2.21, D2.23	Inspection every three months to ensure doors are intact, operational and fitted with conforming hardware As per AS1851
PART 3 - Signs				
Exit signs (including direction signs)	N/A	N/A	Specification D1.12, D1.12, E4.5, E4.6, E4.8 and Specification E4.8	Every six months to AS 2293.2-1995 Check monthly that signs are clean, not obstructed, have sufficient lighting levels to facilitate charging and are clearly visible to persons approaching the exit. As per AS1851
Signs warning against the use of lifts in the event of fire	N/A	N/A	E3.3	Annual inspection to ensure the warning sign is in place and legible. As per AS1851
Signs, intercommunication systems, or alarm systems on doors of fire-isolated exits stating that re-entry to storey is available	N/A	N/A	D2.22	As per AS1851
Signs alerting persons that the operation of doors must not be impaired	N/A	N/A	D2.23	Annual inspection to ensure the warning sign is in place and legible. As per AS1851
PART 4 – Lighting				
Emergency lighting	N/A	N/A	E4.2, E4.4	Every six months to AS/NZS 2293.2-1995. As per AS1851
PART 5 – Fire Fighting Services & Equipment				
Fire hydrant system (including on-site pump set and fire service booster connection)	N/A	N/A	E1.3	As per AS1851
Fire hose reel system	N/A	N/A	E1.4	As per AS1851
Sprinkler system	N/A	N/A	E1.5, G3.8, H1.2	As per AS1851
Portable fire extinguishers	N/A	N/A	E1.6	As per AS1851
PART 6 – Air Handling Systems				

Essential Safety Measure	Date of occupancy permit or maintenance determination for which the ESM is specified in an occupancy permit or maintenance determination relating to the building and/or place. Insert date that each ESM was required to be provided in chronological order	Document or legislation which lists ESM and the maintenance requirements for those ESMs relating to a building and/or place. Insert occupancy permit no., maintenance determination date	The level of performance that each ESM is required to achieve to fulfil its purpose	The frequency and type of maintenance, testing and inspections required for each ESM
Smoke hazard management systems: - automatic air pressurisation systems for fire isolated exits - air handling systems that do not form part of a smoke hazard management system and which may unduly contribute to the spread of smoke	N/A	N/A	2.2	As per AS1851
PART 7 – Automatic Fire Detection & Alarms				
Smoke and heat detection system	N/A	N/A	Clause 4 of Specification E2.2a	As per AS1851
PART 8 – Occupant Warning Systems				
Sound system and intercom system for emergency purposes	N/A	N/A	E4.9 Clause 5 of Specification G3.8	As per AS1851
Building occupant warning system	N/A	N/A	Clause 8 of Specification E1.5, Clause 6 of Specification E2.2a	As per AS1851
PART 9 – Lifts				
Stretcher facilities in lifts	N/A	N/A	E3.2	Annual inspection to ensure compliance of facilities with BCA. As per AS1851
Emergency lifts	N/A	N/A	E3.4	As Per requirements of AS 1735 Periodic inspection as per manufacturers specification, however no less than annual inspection. As per AS1851
Passenger lift fire service controls	N/A	N/A	E3.7	Periodic inspection as per manufacturers specification, however no less than annual inspection. As per AS1851
Other – Specific Requirements as Determined by the Relevant Building Surveyor				
Please refer to Fire Engineering Report (issued by Affinity Fire Engineering, Reference No: 173170_FER_06, Dated: 27/01/2022) for further requirements.	N/A	N/A	As per Fire Engineering Report	As per report
Please refer to Regulation 129 Consent issued by the FRV (Report Number: 2200299, Dated: 11/02/2022) for further requirements	N/A	N/A	As per Regulation 129/187 Approval.	As per report

FORM 16

Building Act 1993
BUILDING REGULATIONS 2018
Regulation 192
Occupancy Permit

Floreancig Smith Reference N°: 201700329

This occupancy permit must be displayed in the following approved location:

Front entry foyer behind the ground floor retail tenancy.

Property/Project Details

Project Description	Proposed Mixed Use Development Over Basement Carpark						
Address	294 Bell Street, Heidelberg West VIC 3081						
Lot/s	43	LP/PS	LP033018	Volume	08158	Folio	568
Crown Allotment	-	Section	-	Parish	Keelbundora	County	Bourke
Municipal District	Banyule City Council						

Building Permit Details

Building Permit Number	Stage 1 – 2272057233540 Stage 2 – 9351754732866 Stage 2A – 9351754732866/A Stage 2B – 9351754732866/B
Date of Issue of Building Permit	Stage 1 – 27 April 2022 Stage 2 – 21 February 2023 Stage 2A – 7 August 2023 Stage 2B – 30 August 2023
Version of the BCA Applicable to Building Permit	BCA 2016 Amendment 1

Building Details

Construction of a new building

Building to which permit applies	Ground Floor – Carparking, Lobby (Retail & Office Shell) Levels 1 to 3 – Carparking
Permitted Use	Levels 4 to 13 – Residential Apartments Ground Floor – Carparking, Retail & Office Levels 1 to 3 – Carparking Levels 4 to 13 – Residential Apartments
BCA Class of Building	2, 5, 6 & 7a.
Maximum Permissible Floor Live Load	Retail – 5kPa Office – 4kPa Residential – 2kPa Carparking – 2.5kPa
Maximum Number of People to be Accommodated	Office – 3 persons Retail – 50 persons Car Parking GF – 24 Car Parking L1 to L3 – 70 per level Residential – N/A
Storeys contained	14
Rise in storeys (for Class 2-9 building only)	14
Effective height	43.83m
Type of construction	Type A

Performance Solutions

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or place of public entertainment to which this permit applies:

31 dover street, cremorne vic 3121

p +61 3 9429 7798 f +61 3 9429 9868 www.floreancigsmith.com.au abn: 11 609 733 833

Liability limited by a scheme approved under Professional Standards Legislation

Member – Australian Institute of Building Surveyors Professional Standards Scheme

Relevant Performance Requirement	Details of Performance Solution
Refer to Annexure A	Refer to Annexure A

Prescribed Reporting Authorities

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

Reporting Authority	Matter Reported On or Consented to	Regulation No.
Refer to Annexure B	Refer to Annexure B	Refer to Annexure B

Conditions to which this permit is subject

Occupation is subject to the following conditions —

1. Annexure A details Performance Solutions issued under Regulation 38
2. Annexure B identifies relevant Prescribed Reporting Authority Consents
3. Essential Safety Measures must be maintained in accordance with the Maintenance Schedule (R222) in Annexure C

BAMS reforms – Applicant / Owner's notification required

It is the owner /applicant's duty to monitor the construction cost and maintain records of cost of work. Owner/applicant must notify the VBA of any increase in construction cost within 28 days of becoming aware of the final revised cost in accordance with Section 205KA of the Building Act. Penalty levy may apply where notification is not provided.

Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Relevant Building Surveyor

Name
Address

Viviana Floreancig
Floreancig Smith Building Surveyors
31 Dover Street
Cremorne VIC 3121
viviana@floreancigsmith.com.au
BS-U 14812

Email Address:
Building Practitioner Registration No.

Signature



Occupancy Permit Number: **201700329**

Date of Final Inspection **15 January 2023**

Date of Issue: **18 January 2023**

Building Act 1993
BUILDING REGULATIONS 2018
Regulation 192

ANNEXURE A

Documentation of Determination of Performance Solution (Regulation 38)

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or place of public entertainment to which this permit applies:

Relevant performance requirement	Details of performance solution
CP1 and CP2	The Class 6 parts and Class 5 parts are proposed to have reduced FRLs of 90/90/90 (loadbearing) and -/90/90 (non-loadbearing) in lieu of 180/180/180 (loadbearing) and -/180/180 (non-loadbearing) for Class 6 parts and 120/120/120 (loadbearing) and -/120/120 (non-loadbearing) for Class 5 parts respectively.
CP1 and CP2	The building design incorporates vapour permeable wall wrap (Bradford Enviroseal ProctorWrap) to the external wall cavities which is not deemed "non-combustible" in accordance with AS1530.1.
CP2, DP4 and EP2.2	Public corridors lengths within Building 1 and Building 2 are proposed to exceed the DtS allowances of 40m with worst case is up to 54.5 m on Level 4 in Building 1 and Building 2.
CP2, CP8, DP4, DP5 and EP2.	Hydrant test drains are proposed to be located within the fire-isolated stairs and penetrate the fire-rated stair shaft wall.
DP4 and EP2.2	Travel distances to a exit within the North Ground Floor carparking area are proposed to exceed the DtS allowances (Up to 27m in lieu of 20m)
DP4 and EP2.2	Separation of alternative exits is proposed to be 3.5m on the Ground Floor Building 1 and 4m on all other levels (in lieu of 9m) in the subject building due to the design of the scissor stair.
DP4, DP5 and EP2.2	Fire-isolated stairs (Scissor Stair Set 1 and Scissor Stair Set 2) discharge internally into the Ground floor fire and smoke rated lobbies, in lieu of directly to a road or open space. Alternative egress routes are provided from Scissor Stair Set 1 via the ground floor Building 1 entry lobby or Building 1 back-of-house passageway serving Coomalie Crescent. Alternative egress routes are provided from Scissor Stair Set 2 via the ground floor Building 2 entry lobby or Building 2 back-of-house passageway serving Coomalie Crescent.
DP2	The building design incorporates the use of electric strikes interfaced with the GFA and provided with back-up break glass alarms as a means of providing re-entry from fire isolated stairs in lieu of non-locked doors at every fourth level.
EP1.1	The building is proposed to have the following non compliances in regards to fire hose reels: Fire hose reel (FHR) coverage is not provided to fire and smoke lobbies, and commercial tenancies on the ground floor. Portable fire extinguishers shall be provided in lieu. Fire hose reel (FHR) are located more than 4m from an exit in the carpark.
EP1.4	Sprinklers are proposed to be omitted to the top of the lift shaft. Thermal detection linked to SSISEP shall be provided in lieu. Furthermore, it is proposed to omit a sprinkler head to the bathroom showers only.
EP2.2	Zone smoke control is proposed to be omitted to the ground floor Class 6 retail tenancy.

EP4.3	The building design incorporates the deletion of the Warden Intercommunication Points (WIPs) throughout the building. An Emergency Telephone System (ETS) in accordance with MFB Guideline GL-01 shall be provided within the building
CP1 and CP2	The building is proposed to include plastic packers and timber noggins installed within the external or bounding walls (or non-loadbearing internal walls that are required to be non-combustible) for fixing joinery, windows and doors.
DP4	The building design incorporates a single exit to the Northern Carpark on the Ground Floor in lieu of two
FP1.6	Provision of floor wastes. It is proposed to utilise the floor waste in the shower enclosure to serve as a floor waste to the bathroom. This is permissible, however the Deemed-to-Satisfy Provisions require the entire floor of the bathroom to be graded to the floor waste with a gradient of 1:100 per AS3740. The alternative Solution is that the floor to the bathroom will not be graded. Note that the floor within the shower enclosure will be graded and compliant to AS3740.
DP1	To permit Ground Level doors to building 1 stair lobby and Ground Level Building 1 door from carpark, doors have reduced latchside circulation space on one side.
DP1, DP2	To permit stair from carpark to BOH corridor of Building 2 and carpark level stairs to have reduced handrail extensions.
DP1, DP2	To permit Ramp from carpark to Building 2 lobby to have reduced handrail extensions.
DP1	To permit access paths to some storage cages do not provide compliant 180 degree turning spaces and Building 2 Ground Level storage cages are accessed via stair. To accept this minimum 5% of the overall number of storages cages are to be provided as surplus to the total number of linked cages and these are to be located in an accessible area.
DP1, DP2	To permit ramps occur along carpark aisles and will not provide TGSi, handrails or kerbrails and exceed maximum 9000mm between landings.
DP1	To permit the communal terrace access doors to have reduced doorway circulation space
DP1	To permit the corridors to the communal to not provide minimum 1540mm x 2070mm turning space within 2m of the end of the accessway.
DP1 & FP2.1	To permit the use of unisex toilets within building
DP1, DP8	To Permit reduced Accessible carpark and shared space - The carpark and shared space are 4900mm long in lieu of 5400mm.
FP3.1	To permit the ceiling height is minimum 1950mm in some locations within fire stairs 1 and 2 in lieu of minimum 2000mm within a stairway measure above the line of the stairway nosings.
FP1.4	Concrete as roof cladding against the Performance Requirements FP1.4 of the National Construction Code 2016 (NCC) Volume 1.
DP2	Permit 1:8 threshold ramp to accommodate the 51mm level change in lieu of 35mm.

Building Act 1993
BUILDING REGULATIONS 2018

ANNEXURE B

REPORTING AUTHORITY CONSENTS

Reporting Authority Consents have been sought and obtained for the following matters:

Reporting Authority	Matter Reported On or Consented to	Regulation No.
Fire Rescue Victoria (FRV)	Variation 1 NCC E1.3 AS2419.1 clause 4.1.2 To permit installation of Magnetic Flow Meter Variation 2 NCC Clause E1.3 AS2419.1 Clause 7.3 To permit Boosters to be located within 10m of the building without compliant shield wall with a FRL 90/90/90 Variation 3 NCC Clause E1.3 AS2118.1-1999 To permit Grade 2 Water supply in lieu of Grade 1 / Alternate Supply for building over 25m. Variation 4 NCC Clause E1.3 AS2419.1 Clause 3.2.3.1 To permit hydrants to serve areas other than the level which they are located	Regulation 129/187
City of Banyule	Legal Point of Discharge	Regulation 133
City of Banyule	Flood Prone Land	Regulation 153

Building Act 1993
BUILDING REGULATIONS 2018
Regulation 192

ANNEXURE C

MAINTENANCE SCHEDULE (R222 / SCHEDULE 8)

Project Description & Use of the building: **Proposed Mixed Use Development Over Basement Carpark**

Classification Under the NCC: **2, 5, 6 & 7a**

Project Address: **294 Bell Street, Heidelberg West VIC 3081**

Building Permit No: **9351754732866/B**

Floreancig Smith Ref No: **201700329**

Occupation is subject to the following conditions—

Essential safety measures:

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

Essential Safety Measure	Date of occupancy permit or maintenance determination for which the ESM is specified in an occupancy permit or maintenance determination relating to the building and/or place. Insert date that each ESM was required to be provided in chronological order	Document or legislation which lists ESM and the maintenance requirements for those ESMs relating to a building and/or place. Insert occupancy permit no., maintenance determination date	The level of performance that each ESM is required to achieve to fulfil its purpose	The frequency and type of maintenance, testing and inspections required for each ESM
PART 1 – Building Fire Integrity				
Building elements required to satisfy prescribed fire resistance levels	19 January 2023	201700329	Section C, D1.12 As per AS1851-2012	Annual As per AS1851-2012
Materials and assemblies required to satisfy prescribed fire hazard properties	19 January 2023	201700329	C1.10	Annual As per AS1851-2012

Essential Safety Measure	Date of occupancy permit or maintenance determination for which the ESM is specified in an occupancy permit or maintenance determination relating to the building and/or place. Insert date that each ESM was required to be provided in chronological order	Document or legislation which lists ESM and the maintenance requirements for those ESMs relating to a building and/or place. Insert occupancy permit no., maintenance determination date	The level of performance that each ESM is required to achieve to fulfil its purpose	The frequency and type of maintenance, testing and inspections required for each ESM
Elements required to be non-combustible, provide fire protection, compartmentation, or separation	19 January 2023	201700329	C2.5 to C2.14, C3.3, C3.11, D1.7 - D1.8, E1.3, G3.4, Spec E2.2b	Annual As per AS1851-2012
Fire doors (including sliding fire doors and their associated warning systems) and associated self-closing, automatic closing and latching mechanisms	19 January 2023	201700329	C2.12 to C2.13, C3.4 to C3.8, C3.10 to C3.11, D1.7 to D1.8, D1.12	Annual As per AS1851-2012
Fire-protection at service penetrations through elements required to be fire-resisting with respect to integrity or insulation, or to have a resistance to the incipient spread of fire	19 January 2023	201700329	C3.12, C3.13, C3.15	Annual As per AS1851-2012
Smoke doors and associated self-closing, automatic closing and latching mechanisms	19 January 2023	201700329	Specification C2.5, D2.6	Annual As per AS1851
PART 2 – Means of Egress			19 January 2023	
Paths of travel to exits	19 January 2023	201700329	D1.6	Every 3 months As per AS1851
Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected)	19 January 2023	201700329	D1.7, D1.9 to D1.11, D2.12, G4.3, G4.6, G4.7	Inspection every three months to ensure there are no obstructions and no alterations. As per AS1851-2012 Part 15
Exits (including fire-isolated stairways and ramps, non-fire isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire-isolated passageways)	19 January 2023	201700329	D2.2 to D2.3, D2.8 to D2.11, D2.13, D2.16 to D2.17	Inspection every three months to ensure there are no obstructions and no alterations. As per AS1851

Essential Safety Measure	Date of occupancy permit or maintenance determination for which the ESM is specified in an occupancy permit or maintenance determination relating to the building and/or place. Insert date that each ESM was required to be provided in chronological order	Document or legislation which lists ESM and the maintenance requirements for those ESMs relating to a building and/or place. Insert occupancy permit no., maintenance determination date	The level of performance that each ESM is required to achieve to fulfil its purpose	The frequency and type of maintenance, testing and inspections required for each ESM
Smoke lobbies to fire-isolated exits	19 January 2023	201700329	D1.7, D2.6	Annual inspection for damage, deterioration, or unauthorised alteration. As per AS1851
Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms	19 January 2023	201700329	D1.6, D2.19 to D2.21, D2.23	Inspection every three months to ensure doors are intact, operational and fitted with conforming hardware As per AS1851
PART 3 - Signs				
Exit signs (including direction signs)	19 January 2023	201700329	Specification D1.12, D1.12, E4.5, E4.6, E4.8 and Specification E4.8	Every six months to AS 2293.2-1995 Check monthly that signs are clean, not obstructed, have sufficient lighting levels to facilitate charging and are clearly visible to persons approaching the exit. As per AS1851
Signs warning against the use of lifts in the event of fire	19 January 2023	201700329	E3.3	Annual inspection to ensure the warning sign is in place and legible. As per AS1851
Signs, intercommunication systems, or alarm systems on doors of fire-isolated exits stating that re-entry to storey is available	19 January 2023	201700329	D2.22	As per AS1851
Signs alerting persons that the operation of doors must not be impaired	19 January 2023	201700329	D2.23	Annual inspection to ensure the warning sign is in place and legible. As per AS1851
PART 4 – Lighting				
Emergency lighting	19 January 2023	201700329	E4.2, E4.4	Every six months to AS/NZS 2293.2-1995. As per AS1851
PART 5 – Fire Fighting Services & Equipment				

Essential Safety Measure	Date of occupancy permit or maintenance determination for which the ESM is specified in an occupancy permit or maintenance determination relating to the building and/or place. Insert date that each ESM was required to be provided in chronological order	Document or legislation which lists ESM and the maintenance requirements for those ESMs relating to a building and/or place. Insert occupancy permit no., maintenance determination date	The level of performance that each ESM is required to achieve to fulfil its purpose	The frequency and type of maintenance, testing and inspections required for each ESM
Fire hydrant system (including on-site pump set and fire service booster connection)	19 January 2023	201700329	E1.3	As per AS1851
Fire hose reel system	19 January 2023	201700329	E1.4	As per AS1851
Sprinkler system	19 January 2023	201700329	E1.5, G3.8, H1.2	As per AS1851
Portable fire extinguishers	19 January 2023	201700329	E1.6	As per AS1851
PART 6 – Air Handling Systems				
Smoke hazard management systems: - automatic air pressurisation systems for fire isolated exits - air handling systems that do not form part of a smoke hazard management system and which may unduly contribute to the spread of smoke	19 January 2023	201700329	2.2	As per AS1851
PART 7 – Automatic Fire Detection & Alarms				
Smoke and heat detection system	19 January 2023	201700329	Clause 4 of Specification E2.2a	As per AS1851
PART 8 – Occupant Warning Systems				
Sound system and intercom system for emergency purposes	19 January 2023	201700329	E4.9 Clause 5 of Specification G3.8	As per AS1851
Building occupant warning system	19 January 2023	201700329	Clause 8 of Specification E1.5, Clause 6 of Specification E2.2a	As per AS1851
PART 9 – Lifts				
Stretcher facilities in lifts	19 January 2023	201700329	E3.2	Annual inspection to ensure compliance of facilities with BCA. As per AS1851

Essential Safety Measure	Date of occupancy permit or maintenance determination for which the ESM is specified in an occupancy permit or maintenance determination relating to the building and/or place. Insert date that each ESM was required to be provided in chronological order	Document or legislation which lists ESM and the maintenance requirements for those ESMs relating to a building and/or place. Insert occupancy permit no., maintenance determination date	The level of performance that each ESM is required to achieve to fulfil its purpose	The frequency and type of maintenance, testing and inspections required for each ESM
Emergency lifts	19 January 2023	201700329	E3.4	As Per requirements of AS 1735 Periodic inspection as per manufacturers specification, however no less than annual inspection. As per AS1851
Passenger lift fire service controls	19 January 2023	201700329	E3.7	Periodic inspection as per manufacturers specification, however no less than annual inspection. As per AS1851
Other – Specific Requirements as Determined by the Relevant Building Surveyor				
Please refer to Fire Engineering Report (issued by Affinity Fire Engineering, Reference No: 173170_FER_06, Dated: 27/01/2022) for further requirements.	19 January 2023	201700329	As per Fire Engineering Report	As per report
Please refer to Regulation 129 Consent issued by the FRV (Report Number: 2200299, Dated: 11/02/2022) for further requirements	19 January 2023	201700329	As per Regulation 129/187 Approval.	As per report

BHASKAR RAJU KUSAMPUDI

VENDOR STATEMENT

Property: 12, Apartment 1, 294A Bell Street, Heidelberg West VIC 3081

MM Conveyancing Pty Ltd
Licensed Conveyancer
25a Castleton Avenue
TARNEIT VIC 3029
Tel: 0469617350