Contract of Sale of Real Estate

VICTORIA PRESTIGE HOME PTY LTD (ACN 611 442 801)
Vendor

6 ADDAI STREET, GREENVALE 3059
Property

Vicland Conveyancing
Office 8/315 Barry Road
Campbellfield 3061

Tel : 9357 7500
Fax: 9357 9353
Our ref: 25080
info@viclandconveyancing.com.au

CONTRACT OF SALE OF REAL ESTATE

Property address: 6 Addai Street Greenvale 3059

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions in Form 2 of the **Estate Agents (Contracts) Regulations 2008**; and
- Vendor's Statement required by Section 32(1) of the **Sale of Land Act 1962**, as attached

and in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of this contract.

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 ...../...../20.....

Print name(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)

SIGNED BY THE VENDOR: .....

..... on ...../...../20.....

Print name(s) of person(s) signing: VICTORIA PRESTIGE HOME PTY LTD (ACN 611 442 801)

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

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- 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.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name: Jason Real Estate

Address: 201B Melrose Drive Tullamarine 3043

Email:

Tel: 9338 6411 Mob: Fax: 9338 6548 Ref:

VENDOR

Name: VICTORIA PRESTIGE HOME PTY LTD (ACN 611 442 801)

Address: Unit 2, 53 The Gateway Broadmeadows 3047

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Vicland Conveyancing

Address: Office 8/315 Barry Road, Campbellfield Victoria 3061

Email: info@viclandconveyancing.com.au

Tel: (03) 9357 7500 Mob: 0433 680 390 Fax: (03) 9357 9353 Ref: 25080

PURCHASER

Name:

Address:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

LAND (general conditions 3 and 9)

The land is –

Described in the table below –

Certificate of Title reference		being lot	on plan
Volume **12443**	Folio **939**	**7**	**PS829035J**
Volume	Folio		

OR

described in the copy title(s) and plan(s) attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: **6 Addai Street Greenvale 3059**

GOODS SOLD WITH THE LAND (general condition 2.3(f)) (list or attach schedule)

All fittings and fixtures as inspected.

PAYMENT (general condition 11)

Price $

Deposit $ by ..... / ..... / 20..... (of which $ ..... has been paid)

Balance $ payable at settlement

GST (general condition 13)

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

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

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

SETTLEMENT (general condition 10)

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; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision and certificate of occupancy (if applicable).

LEASE (general condition 1.1)

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

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

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

*residential tenancy agreement for a fixed term ending on ..... / ..... /20.....

OR

*periodic residential tenancy agreement determinable by notice

OR

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

TERMS CONTRACT (general condition 23)

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

SPECIAL CONDITIONS

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

Special Conditions

Note: It is recommended that when adding special conditions:

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

If the contract is subject to '**special conditions**' then particulars of the Special Conditions are:

FORM 2

Estate Agents Act 1980 *Regulation 5(a)*

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
- (b) any reservations in the crown grant; and
- (c) any lease referred to in the particulars of sale.

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

1.3 In this General Condition "Section 32 Statement" means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980**.

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

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

2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.

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

3. Identity of the land

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

3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title. Version: 1 October 2014 Estate Agents

4. Services

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

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

5. Consents

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

6. Transfer

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

7. Release of Security Interest

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

7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must-

(a) Only use the vendor's date of birth for the purposes specified in condition 7.2; and

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

7.4 The vendor must ensure that at or before settlement, the purchaser receives –

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

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

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

7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –

(a) that -

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

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

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

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –

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

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

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must

provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring that a release is received under general condition7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor –

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

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

as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise."

8. Builder warranty insurance

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

9. General Law Land

9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958.**

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

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

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

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

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

9.5 The contract will be at an end if:

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

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

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

MONEY

10. Settlement

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 The purchaser must pay the deposit:
(a) to the vendor's licensed estate agent; or
(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
(a) must not exceed 10% of the price; and
(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;.

11.3 The purchaser must pay all money other than the deposit:
(a) to the vendor, or the vendor's legal practitioner or conveyancer; or
(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:
(a) in cash; or
(b) by cheque drawn on an authorised deposit-taking institution; or
(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 The deposit must be released to the vendor if:
(a) the vendor provides particulars, to the reasonable 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 do 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 S27 of the **Sale of Land Act 1962** have been satisfied.

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

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

13. GST

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

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:
(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
(a) the parties agree that this contract is for the supply of a going concern; and
(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

13.7 This general condition will not merge on either settlement or registration.
13.8 In this general condition:
(a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
(b) 'GST' includes penalties and interest.

14. Loan

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

15. Adjustments

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

TRANSACTIONAL

16. Time

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

17. Service

17.1 Any document sent by –
(a) post is taken to have been served on the next business day after posting, unless proved otherwise;
(b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000.**
17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
(a) personally; or
(b) by pre-paid post; or
(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
(d) by email
17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section29M of the **Sale of Land Act 1962**; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

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

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

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

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

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

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

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

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

24. Loss or damage before settlement

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

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

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

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

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

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

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

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL CONDITIONS ("SC")

1. INTERPRETATION

In the interpretation of this contract where the context permits.

(a) words importing either gender shall be deemed to include the other gender.

(b) words importing the singular number shall be deemed to include the plural and vice versa;

(c) where there are two or more purchasers the agreements and obligations of the purchaser hereunder shall bind them jointly and each of them severally.

2. LAND IDENTITY

The purchaser admits that the land offered for sale and inspected by them is identical to that described in the title attached. The purchaser shall not make any requisition in respect of or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the vendor to amend Title or to bear all or any part of the cost of doing so.

3. ACKNOWLEDGEMENT

The purchaser acknowledges having received from the vendor's estate agent prior to the execution of the Contract or any preliminary Contract or Contract Note or payment of any deposit or other money a copy of this Contract pursuant to Section 53 of the *Estate Agents Act 1980* and a statement required by Section 32(1) of the *Sale of Land Act 1962*.

4. PLANNING

The purchaser buys subject to any restrictions imposed by the provisions of any applicable town planning acts, orders, plans, schemes, overlays, local government by-laws or other enactments or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the vendor's title and the purchaser shall not make any requisition or objection nor be entitled to any compensation from the vendor in respect thereof. Any warranties or representations with respect to the use of the said land or any part thereof are hereby expressly excluded and negatived.

5. RESTRICTIONS

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

6. CONDITION OF PROPERTY

The purchaser acknowledges:

(a) the property and the chattels are purchased in their existing condition.

(b) the vendor makes no representations or warranties as to any plans, designs or specifications that may exist in relation to the construction of any building in or on the property or to the condition of any building on the property.

(c) they have purchased the property as a result of their own inspections and enquiries and accept the land sold (including improvements thereon) in its present state of repair and condition.

(d) they shall not be entitled to make any objection requisition or claim for compensation in respect of the condition or state or repair of the land and improvements of any defect (whether latent or patent) or the location of any structure or improvement over any sewer drain or other property service (whether or not any required approval consent was obtained or condition complied with) or of any non-compliance or the improvements with the provisions of the Local Government Act, the Building Control Act or any other Act relating to such improvements or to any regulations made under such Acts.

7. SERVICES

The purchaser acknowledges that it is their responsibility to check with the appropriate authorities as to the availability and cost of connection/re-connection of services to the property. The purchaser further acknowledges that they will be responsible to pay all costs of and incidental to the connection and/or re-connection of all the services that they may require.

8. NO REPRESENTATIONS

The Purchaser acknowledges that:

(a) the Vendor's Agent has acted as sole agent for the Vendor;

(b) no information, representation or warranty of the Vendor or the Vendor's Agent was made with the intention or knowledge that it would be relied on and no such information, representation or warranty has been relied on;

(c) the Purchaser has relied on its own enquiries and inspection of the Property including all improvements, fixtures, fittings and Chattels;

(d) it has not relied on any description of the Property included in any brochure, investment report or advertising for the sale;

(e) no representation or warranty has been made or given that the Property is suitable for the Purchaser's intended purpose or that any permit has been obtained or is available;

(f) no warranty has been given as to the condition, quality or fitness for purpose of the improvements, fixtures, fittings or Chattels.

(g) This contract forms the entire agreement between the Vendor and the Purchaser.

9. DEFAULT

The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date under the Contract or at a time subsequently arranged by consent with their representative, the vendor will or may suffer the following losses and expenses which the purchaser shall pay, in addition to interest chargeable on the balance of purchase moneys in accordance with the terms of the Contract:-

(a) The costs of obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance calculated from the due date of settlement;

(b) Interest payable by the vendor under any existing Mortgage over the property calculated from the due date of settlement;

(c) Accommodation expenses necessarily incurred by the vendor;

(d) Legal/conveyancing costs and expenses as between vendor's representative and the vendor;

(e) Vendors legal costs of $250.00 plus GST for delayed settlement and fee for rescheduling settlement after the contract date at $150.00 plus GST and rescission costs (if applicable);

(f) Penalties payable by the vendor to a third party through any delay in completion of the vendor's purchase of another property.

If the vendor gives to the purchaser a notice of default under this Contract, the default will not be remedied until remedy by the purchaser of the relevant default or if the default is incapable of remedy, compensation is paid to the vendor's satisfaction.

10. INTEREST ON DEFAULT

General Condition 26 does not apply to this Contract and instead, if the purchaser defaults in payment of any money due under this Contract the purchaser must pay to the vendor interest at the rate of 6% higher than the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983* computed upon the money overdue during the period of default without the necessity for a demand and without prejudice to any other rights or remedies of the vendor.

11. ADJUSTMENTS AND OUTGOINGS

11.1 The purchaser must prepare and deliver to the vendor a statement of adjustments of the outgoings at least 5 business days before the settlement date together with copies of all current certificates for the outgoings.

11.2 If the purchaser does not comply with additional special condition 11.1:

(a) the purchaser must pay the vendor's legal practitioner's additional costs of $250.00 plus GST for urgent review of the statement of adjustments;

(b) the vendor is not obliged to settle this contract until 5 business days after the date on which the purchaser delivers the statement of adjustments to the vendor; and

(c) the purchaser must pay default interest under general condition 26 calculated from and including the date settlement is due to and including the date settlement actually occurs.

12. NOMINATION

To effect the nomination pursuant to general condition 18, the purchaser must deliver to the vendor's legal practitioner a copy of the nomination form duly executed by the named purchaser at least 14 days prior to settlement. The amount of $300.00 plus GST in payment of the vendor's additional legal costs is required to effect any nomination.

13. SMOKE ALARMS

If the property includes a building to which Regulation 5.14 of the Building Regulations 1994 applies that required the installation of a self contained smoke alarm complying with AS3786-1993, it is agreed that the purchaser shall comply with the said Regulation, and the purchaser shall indemnify and keep the vendor indemnified against any non-compliance with the said Regulation.

14. STAMP DUTY - PURCHASERS BUYING UNEQUAL INTERESTS

14.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).

14.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.

14.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

14.4 This Special Condition will not merge on completion

15. NOTICES

Any demand, notice or document by any party to this contract may be made or given by the representative for that party as set out in the contract or contract note or as otherwise advised to the other party and shall be sufficiently served or delivered if served or delivered personally or if posted by prepaid post addressed either to the party to be served or his said representatives at their respective addresses as named in the contract or contract note or as otherwise notified or if served in any other manner authorised by the Supreme Court Rules for service of documents upon parties on their legal practitioners.

16. GUARANTEE AND INDEMNITY

Where the purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange) the purchaser must simultaneously with the execution hereof obtain the execution of the Guarantee and Indemnity in the form annexed hereto by two of the directors of the purchaser company or one director and the company secretary of the purchaser company.

17. SETTLEMENT

17.1 Settlement shall take place no later than 5.00 pm (eastern standard time) on the settlement date failing which settlement shall be deemed to take place on the next business day.

17.2 Settlement shall take place at the offices of the vendor's representative or at such other place as the vendor directs.

17.3 The purchasers legal representative is required to provide all certificates when providing adjustments for the property.

18. SETTLEMENT AGENT APPOINTMENT

The purchaser acknowledges that the vendor has appointed Vicland Conveyancing as their agent for the purpose of completing this transaction and for directing the payment of all monies payable pursuant to this Contract. The purchaser and their representative acknowledge that they will not be entitled to request any further proof of this authority.

19. GOODS AND SERVICE TAX (GST)

The sale price for the property is exclusive of Goods and Services Tax ("GST"). Should GST be or become payable on the sale of this property the price will be increased by the amount of GST so payable.

19.1 In this clause "GST" refers to goods and services tax under "A New Tax System (Goods and Services) Act 1999/1 (GST Act) and the terms used have the meanings as defined in the GST Act.

19.2 The Purchaser acknowledges that the property is residential premises under the GST Act.

19.3 The Purchaser agrees that the property will from the date of completion continue to be residential premises under the GST Act.

19.4 In the event of the Vendor being liable for GST because of the Purchaser's failure to comply with special condition 19.3;

The Purchaser agrees to pay to the Vendor within 14 days after the Vendor's liability for GST on this sale being confirmed by correspondence or an assessment, the amount of GST, including any additional penalty and interest;

The Vendor will if requested by the Purchaser deliver to the Purchaser a tax invoice in a form which complies with the GST Act and the regulations.

19.5 This condition shall not merge with settlement but shall enure thereafter for the benefit of the Vendor.

20. FOREIGN INVESTMENT REVIEW BOARD

The purchaser warrants that the provisions of the Foreign Acquisition and Takeovers Act 1975 (Cth) do not apply to the purchaser or this purchase and indemnifies the vendor against any penalties, fines, legal costs, claims or loss or damage suffered by the vendor as a result of a breach of this warranty.

21. WHOLE AGREEMENT

This Contract sets out all the terms and conditions of this sale. Any promise condition representation or warranty which may have been made by the Vendor or by any person on behalf of the Vendor and which is not set out in this Contract is negatived and withdrawn. The Purchaser acknowledges that there is no other Contract agreement or collateral warranty subsisting at the time of signing this Contract which relates to the property. This condition shall operate for the benefit of the Vendor and the Vendor's estate agent and their respective employees agents and contractors.

22. SEVERABILITY

If any part of this contract becomes void or unenforceable or is illegal then that part must be severed from this contract and all parts which are not void, unenforceable or illegal remain in full force and effect.

23. NON MERGER

Any term of this contract that remains to be performed or is capable of having effect after the Settlement Date will not merge on transfer of the Property but will continue to have full force and effect.

24. GOVERNING LAW

This contract is governed by the laws of the State of Victoria.

GUARANTEE AND INDEMNITY

TO: The vendor as named in the contract to which this document is attached ("the vendor")

IN CONSIDERATION of the vendor, at the request of the person whose name is set forth after paragraph 2 hereto ("the guarantor"), having agreed to sell the property and the chattels (if any) to the purchaser, for the price and other terms as contained in the contract, the guarantor:

1. **HEREBY GUARANTEES** to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto ("the monies hereby secured") and also the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the contract and on the part of the purchaser to be performed and observed and the guarantor hereby expressly acknowledges and declares that it has examined the contract and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:-

   (a) **THAT** in the event of the purchaser failing to pay the vendor as and when due the monies hereby secured the guarantor will immediately pay same to the vendor.

   (b) **THAT** in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform same.

   (c) **THE** guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of the monies hereby secured and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the moneys or to carry out and perform the obligations herein contained.

   (d) **THAT** no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all monies owing to the vendor have been paid and all obligations have been performed.

2. As a separate and continuing covenant, the guarantor hereby agrees to indemnify the vendor not only by reason of the non-payment by the purchaser of all monies payable or that may become payable under the said contract but also in respect of all costs charges and expenses whatsoever which the vendor may incur by reason of any default on the part of the purchaser in relation to the said contract.

VENDOR:

PURCHASER:

GUARANTOR:

DATED the day of 2024

SIGNED SEALED AND DELIVERED by)
the said Guarantor(s)) .....
in Victoria in the presence of:)

Witness .....

SIGNED SEALED AND DELIVERED by)
the said Guarantor(s)) .....
in Victoria in the presence of:)

Witness .....

SCHEDULE 1
Regulations 4, 5

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

* No bids may be made on behalf of the vendor of the land.

OR

* The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

[#One of these alternatives must be deleted]

2. The auctioneer may refuse any bid.

3. The auctioneer may determine the amount by which the bidding is to be advanced.

4. The auctioneer may withdraw the property from sale at any time.

5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.

6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.

7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SALE OF LAND REGULATIONS 2005
SCHEDULE 5
INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of Vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by Co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that he or she can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that he or she is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.
It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids—

- any person bidding for a vendor other than—
  - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
  - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- any person falsely claiming or falsely acknowledging that he or she made a bid.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction?

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies?

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the Sale of Land Regulations 2005. Copies of those laws can be found at the following web site: www.dms.dpc.vic.gov.au under the title "LawToday".

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Vendors Statement to the Purchaser of Real Estate

PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT ("THE ACT")

Vendor:	**VICTORIA PRESTIGE HOME PTY LTD (ACN 611 442 801)**
Property:	**6 ADDAI STREET GREENVALE 3059**

1. Outgoings and Statutory Charges

Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

a. are as follows: or
are contained in the attached certificate/s.

Authority	Amount	Interest
1. Hume City Council	$2,500.00 approx.	
2. Yarra Valley Water	$refer to attached certificate	

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property which the vendor might reasonably expect to have knowledge of are as follows:

b. Their total does not exceed $5,000.00 approx.

c. The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act including the amount owing under the charge:

2. Insurance details in respect of the land

(a) if the contract provides the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits:

No such insurance has been effected
Particulars of vendor's insurance policy:

(b) if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the ***Building Act 1993*** applies to the residence:

No such insurance has been effected.
Particulars of vendor's required insurance: **Not applicable**

3. Matters relating to land use

(a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:

i. Description: **refer to attached title search.**

ii. Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows: **None to the vendors knowledge.**

(b) This land is within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) There is access to the property by road.

(d) in the case of land to which a planning scheme applies a statement specifying—

(i) name of the planning scheme:

(ii) name of the responsible authority: **Hume City Council**

(iii) zoning of the land: **Urban Growth Zone**

(iv) name of any planning overlay affecting the land:
Refer to attached property report.

Are contained in the attached certificate/s.

4.Notices made in respect of land

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

Not applicable.

(b) whether there are any 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:

Not applicable.

(c) particulars of any notice of intention to acquire served under section 6 of the ***Land Acquisition and Compensation Act 1986***.

Not applicable.

5.Building permits

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence): **See attached.**

6. Information relating to any owners corporation

The land is **NOT** affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*

7. Growth areas infrastructure contribution

There is not a work-in-kind agreement (within the meaning of Part 9B of the ***Planning and Environment Act 1987***) - *Delete as appropriate

* Particulars of work-in-kind agreement: n/a
* Is contained in the attached certificate/s and / or notice/s: n/a

8. **Disclosure of non-connected services**

The following services **NOT** connected to the land are marked ☒

☐ electricity supply
☐ gas supply
☐ water supply
☐ sewerage
☒ telephone services

9. Evidence of title

Attached are copies of the following document/s concerning Title:

(a) in the case of land under the ***Transfer of Land Act 1958***, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;

(b) in any other case, a copy of—
  (i) the last conveyance in the chain of title to the land; or
  (ii) any other document which gives evidence of the vendor's title to the land;

(c) if the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to the sell the land;

(d) in the case of land that is subject to a subdivision—
  (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
  (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;

(e) If the land is part of a staged subdivision, if the land is in the second or subsequent stage, a copy of the plan of the first stage

Please note additional requirements for staged subdivisions and further subdivisions within the meaning of the ***Subdivision Act, 1988.***

PLEASE NOTE:

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

DATE OF THIS STATEMENT ____ / ____ / 20

Name of the Vendor

VICTORIA PRESTIGE HOME PTY LTD (ACN 611 442 801)

Signature/s of the vendor

×

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT ____ / ____ / 20

Name of the Purchaser

Signature/s of the Purchaser

×

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

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

VOLUME 12443 FOLIO 939 Security no : 124112766833J
Produced 19/02/2024 04:15 PM

LAND DESCRIPTION

Lot 7 on Plan of Subdivision 829035J.
PARENT TITLE Volume 09091 Folio 163
Created by instrument PS829035J 15/12/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
VICTORIA PRESTIGE HOMES PTY LTD of UNIT 2 53 THE GATEWAY BROADMEADOWS VIC 3047
AW422859P 29/12/2022

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS829035J 15/12/2022

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

DIAGRAM LOCATION

SEE PS829035J 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: 6 ADDAI STREET GREENVALE VIC 3059

ADMINISTRATIVE NOTICES

NIL

eCT Control 18463F VICLAND CONVEYANCING
Effective from 10/02/2023

DOCUMENT END

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PLAN OF SUBDIVISION

EDITION 1

PS829035J

LOCATION OF LAND

PARISH: YUROKE
TOWNSHIP: -
SECTION: 2
CROWN ALLOTMENT: -
CROWN PORTION: C (PART)
TITLE REFERENCE: Vol. 9091 Fol. 163

LAST PLAN REFERENCE: LP115075 (LOT 5)
POSTAL ADDRESS: 35 CARROLL LANE
(at time of subdivision) GREENVALE 3059

MGA CO-ORDINATES: E: 312 540 ZONE: 55
(of approx centre of land in plan) N: 5 831 180 GDA94

Council Name: Hume City Council

Council Reference Number: S009374
Planning Permit Reference: P21120
SPEAR Reference Number: S166311T

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6 of the Subdivision Act 1988: 16/09/2021

Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

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

Digitally signed by: Katrina Toogood for Hume City Council on 27/10/2022

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	HUME CITY COUNCIL
ROAD R2	HUME CITY COUNCIL

NOTATIONS

WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958

NOTATIONS

DEPTH LIMITATION: DOES NOT APPLY

SURVEY:
This plan is based on survey.

STAGING:
This is not a staged subdivision.
Planning Permit No. P21120

This survey has been connected to permanent marks No(s).

In Proclaimed Survey Area No.

2.046 ha
37 LOTS

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER
E-2	DRAINAGE	SEE DIAG	THIS PLAN	HUME CITY COUNCIL
	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER
E-3	DRAINAGE	SEE DIAG	THIS PLAN	HUME CITY COUNCIL

WEBSTER SURVEY GROUP
ABN: 35 456 993 855
662 Main Road, Eltham 3095
P.O Box 291, Eltham 3095
Telephone: (03) 9439 4222
Facsimile: (03) 9439 5288
webstergroup.com.au

SURVEYORS FILE REF: 16386

ORIGINAL SHEET SIZE: A3

SHEET 1 OF 3

Digitally signed by: Evan Rhys Webster, Licensed Surveyor, Surveyor's Plan Version (13), 27/10/2022, SPEAR Ref: S166311T

PLAN REGISTERED
TIME: 9:21 AM DATE: 15/12/2022
R.D.
Assistant Registrar of Titles

Amended by: Evan Rhys Webster, Licensed Surveyor 14/12/2022.

PS829035J



WEBSTER SURVEY GROUP ABN: 35 456 993 855 662 Main Road, Eltham 3095 P.O Box 291, Eltham 3095 *Telephone:* (03) 9439 4222 *Facsimile:* (03) 9439 5288 *webstergroup.com.au*	SCALE 1:750	7·5 0 7·5 15 22·5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2 SURVEYORS REF: 16386
	Digitally signed by: Evan Rhys Webster, Licensed Surveyor, Surveyor's Plan Version (13), 27/10/2022, SPEAR Ref: S166311T		Digitally signed by: Hume City Council, 27/10/2022, SPEAR Ref: S166311T	

Amended by: Evan Rhys Webster, Licensed Surveyor 14/12/2022.

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CREATION OF RESTRICTION A

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

The registered proprietors of the burdened land covenant with the registered proprietors of the benefitted land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Table of land burdened and land benefitted:

BURDENED LOT No.	BENEFITING LOTS
1	2, 3, 7
2	1, 3
3	1, 2, 4, 6
4	3, 5, 6
5	4, 6
6	3, 4, 5, 7
7	1, 6
8	9, 15
9	8, 10, 11, 14
10	9, 11
11	9, 10, 12
12	11, 13, 14
13	12, 14
14	9, 12, 13, 15
15	8, 14
16	17, 18, 21
17	16, 18
18	16, 17, 19
19	18, 20, 21

BURDENED LOT No.	BENEFITING LOTS
20	19, 21
21	16, 19, 20
22	23
23	22, 24
24	23, 25
25	24, 26
26	25, 27
27	26, 28
28	27, 29
29	28, 30
30	29, 31
31	30, 32
32	31, 33
33	32, 34
34	33, 35
35	34, 36, 37
36	35, 37
37	35, 36

DESCRIPTION OF RESTRICTION

The burdened land cannot be used except in accordance with the provisions recorded in MCP AA8961.

Expiry date: 6 August 2030

WEBSTER SURVEY GROUP
ABN: 35 456 993 855
662 Main Road, Eltham 3095
P.O Box 291, Eltham 3095
Telephone: (03) 9439 4222
Facsimile: (03) 9439 5288
webstergroup.com.au

SCALE		ORIGINAL SHEET SIZE: A3	SHEET 3
			SURVEYORS REF: 16386

Digitally signed by: Evan Rhys Webster, Licensed Surveyor, Surveyor's Plan Version (13), 27/10/2022, SPEAR Ref: S166311T

Digitally signed by: Hume City Council, 27/10/2022, SPEAR Ref: S166311T

Amended by: Evan Rhys Webster, Licensed Surveyor 14/12/2022.

BOVILL RISK & INSURANCE CONSULTANTS PTY LTD
Level 9, IBM Centre 60 City Road
Southbank, VIC 3006
bric.com.au
1800 077 933

Domestic Building Insurance

Certificate of Insurance

VICTORIA PRESTIGE HOME PTY LTD
22 SASH STREET
GREENVALE
VIC 3059

Policy Number:
C777849

Policy Inception Date:
30/03/2023

Builder Account Number:
003448

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work:	**C01: New Single Dwelling Construction**
At the property:	**Lot 7 6 Addai Street GREENVALE VIC 3059 Australia**
Carried out by the builder:	**VICTORIA PRESTIGE HOME PTY LTD**
Builder ACN:	**611442801**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s):	**VICTORIA PRESTIGE HOME PTY LTD**
Pursuant to a domestic building contract dated:	**27/03/2023**
For the contract price of:	**$ 290,000.00**
Type of Cover:	**Cover is only provided if VICTORIA PRESTIGE HOME PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***
The maximum policy limit for claims made under this policy is:	**$300,000 all inclusive of costs and expenses ***
The maximum policy limit for non-completion claims made under this policy is:	**20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK
If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT
This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Issued by Victorian Managed Insurance Authority

Date Generated:30/03/2023
OFFICE USE ONLY: COI-0717-1

Victorian Managed Insurance Authority
ABN 39 682 497 841
PO Box 18409, Collins Street East Victoria 8003
P: 1300 363 424

BOVILL RISK & INSURANCE CONSULTANTS PTY LTD
Level 9, IBM Centre 60 City Road
Southbank, VIC 3006
bric.com.au
1800 077 933

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

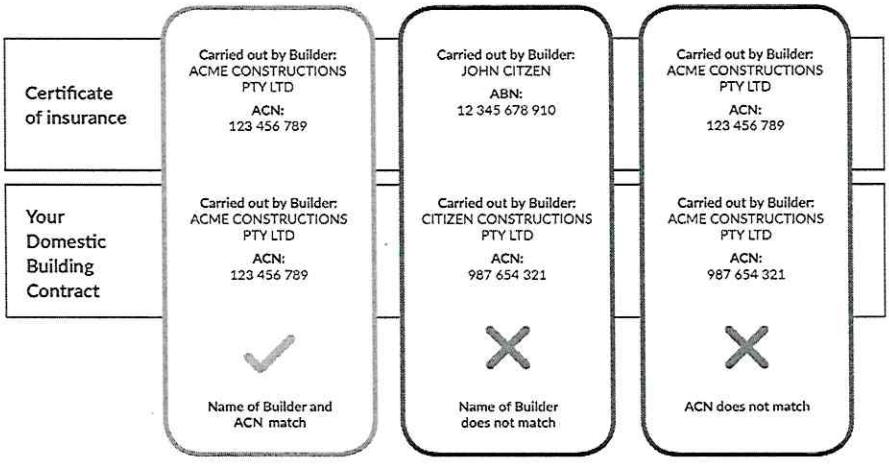
Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	**$1,523.00**
GST:	**$152.30**
Stamp Duty:	**$167.53**
Total:	**$1,842.83**

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for



Victorian Managed Insurance Authority
ABN 39 682 497 841
PO Box 18409, Collins Street East Victoria 8003
P: 1300 363 424

Absolute Permits PTY LTD

120 Northgate Drive
Thomastown VIC 3074

P (03) 9465 1127
F (03) 9464 1271

Application Number: BLD20231167

FORM 2

Regulation 37(1)
Building Act 1993
Building Regulations 2018

BUILDING PERMIT
Building Permit No. 5817332654769 05 April 2023

Issued to

Agent of Owner	**Victoria Prestige Homes P/L**	
ACN / ARBN		
Postal Address	**U2, 53 The Gateway Broadmeadows**	Postcode **3047**
Email	**oz_wsd@yahoo.com**	
Address for serving or giving of documents:	**U2, 53 The Gateway Broadmeadows**	Postcode **3047**
Contact Person	**Victoria Prestige Homes P/L**	Telephone **0413696054**

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

Owner	**Victoria Prestige Homes P/L**	
ACN / ARBN		
Postal Address	**U2, 53 The Gateway Broadmeadows**	Postcode **3047**
Email	**oz_wsd@yahoo.com**	
Contact Person	**Victoria Prestige Homes P/L**	Telephone **0413696054**

Property Details [include title details as and if applicable]

Number **6**	Street/Road **Addai Street**	Suburb **Greenvale**	Postcode **3059**
Lot/s **7**	LP/PS **PS829035J**	Volume **12443**	Folio **939**
Crown allotment	Section No	Parish	County

Municipal District **City of Hume**

Builder

Name	**Victoria Prestige Home P/L**	Telephone **0413696054**
Address	**89 Shorts Road Coburg North 3058**	
ACN/ARBN:		
Building practitioner registration no:	**CDB-U73320**	

This builder is specified under section 24B of the **Building Act 1993** for the building work to be carried out under this permit

Details of Building Practitioners and Architects
a) To be engaged in the building work

Name	Category/class	Registration Number
Victoria Prestige Home P/L	Builder	CDB-U73320

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

Name	Category/class	Registration Number
Paras Deliyannis	Draftsperson	DP-AD16500
Mohammad Naeem	Engineer	PE-0002653

Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is:	Insurance policy number	Insurance policy date
VMIA	**C777849**	**30/03/2023**

Details of Relevant Planning Permit
Planning Permit No: **N/A** Date of grant of Planning Permit: **N/A**

Nature of Building Work
Description: **New Dwelling & Garage**
Storeys contains: **1**
Rise in storeys: **1**
Effective height:
Type of construction:
Version of BCA applicable to permit: **2019**
Cost of Building Work: **$290,000.00**
Total floor area of new building work in m^2: **240**

Building classification
Part of Building: **Dwelling** BCA Classification: **1a(a)**

Part of Building: **Garage** BCA Classification: **10a**

Protection Work
Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements
The mandatory inspection notification stages are:
1. BORED PIERS
2. PRE SLAB
3. SLAB STEEL
4. FRAME TO WALLS AND ROOF
5. FINAL AT COMPLETION OF ALL WORK

Occupation or User 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 of the building in relation to which the building work is carried out.

Commencement and Completion
This building work must commence by 05 April 2024

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

This building work must be completed by 05 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.

Relevant Building Surveyor
Name: **Peter Rontogiannis**
Address: **120 Northgate Drive, Thomastown VIC 3074**
Email**: peter@absolutepermits.com.au**
Building practitioner registration no.: **BSU20459**
Municipal district: **City of Hume**
Permit no.:**5817332654769** Date of issue of permit: **05 April 2023**



Building Permit No 5817332654769

BUILDING PERMIT CONDITIONS

This building permit has been issued subject to compliance with all of the following conditions;

- If retaining walls are required, no part of the retaining wall to be constructed within 1000mm of any sewer pipe or any sewer connection point.

Note 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 day after any change in the name or address of the owner or of the building surveyor carrying out the building work.

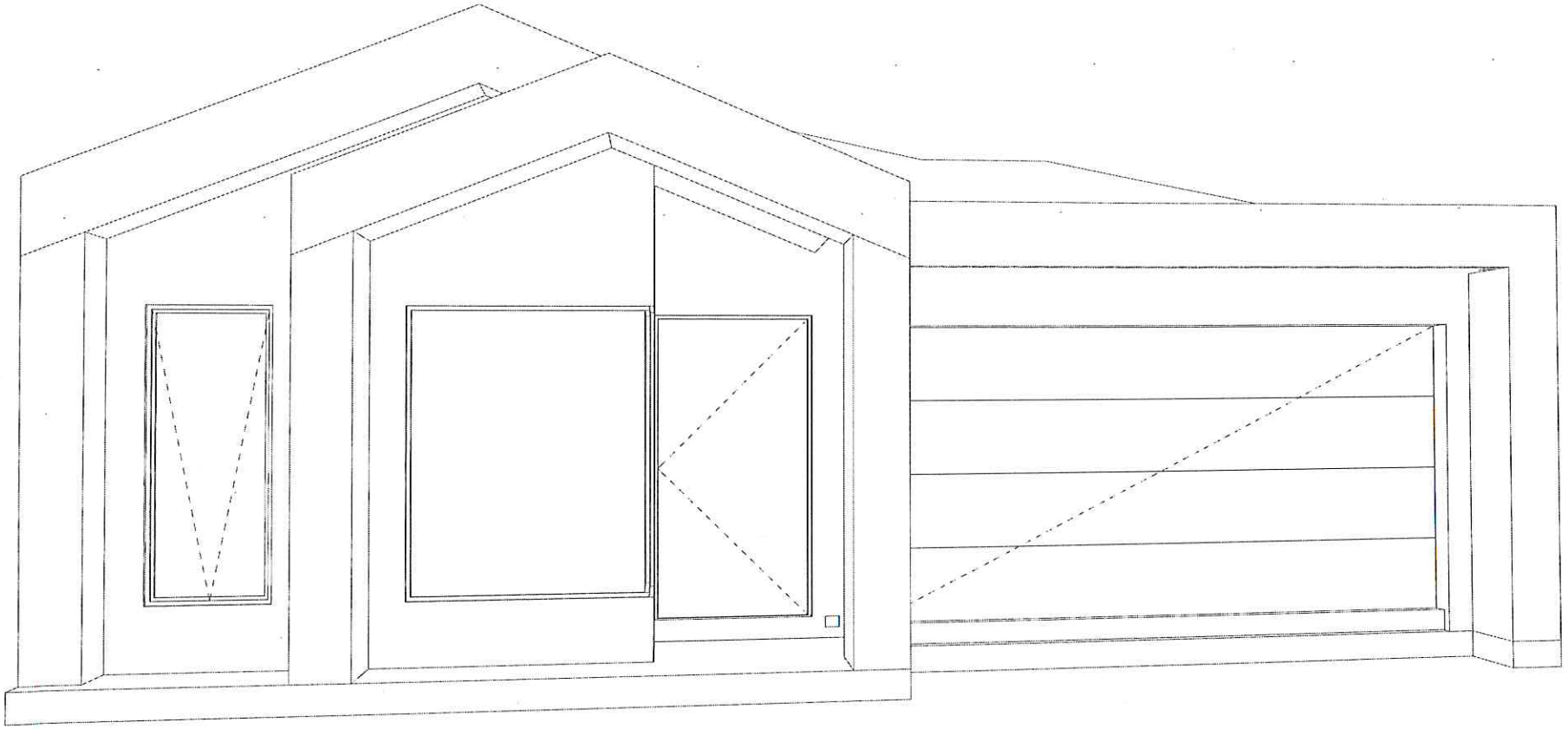
Note 2:Under regulation 41, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

Note 3: Include building practitioners with continuing involvement in the building work.

Note 4: Include building practitioners with no further involvement in the building work.

Note 5: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than $16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.

TERMITE BARRIERS ARE REQUIRED
IN THIS MUNICIPALITY
(Compliance with AS3660)



THIS DOCUMENT FORMS PART OF
PERMIT FROM ABSOLUTE PERMITS P/L

Permit No.: 581731[illegible]
Dated: 05/0[illegible]

ABSOLUTE PERMITS P/L

PROPOSED SINGLE STOREY HOUSE

BAL-12.5
Ensure all requirements for this BAL level are complied with

DESIGN LENS

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CAMPBELLFIELD, VIC. 3061
Email: designlens04@gmail.com
Mob: 0469 558 563

GENERAL NOTES

- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE.
- WINDOW SIZES AND LOCATIONS ARE NOMINAL AND MAY VARY TO MANUFACTURERS FRAME SIZES

CONSTRUCTION DRAWINGS

PROJECT: SINGLE STOREY HOUSE
CLIENT: LAYTH
ADDRESS: LOT 7 ADDAI STREET, GREENVALE VIC 3059

REVISIONS

A	PRELIMINARY PLANS	10/02/2023	AT
B	FINAL PLANS	04/04/2023	AT
C			
D			

NORTH

SIGNED & STAMPED

REVIEWED BY: PARAS DELIYANNIS (REGISTERED PRACTITIONER)
REGISTRATION #: DPAD16500
DATE: 04/04/2023

DOCUMENT

LAYOUT TITLE: 3D VIEW
DOCUMENTOR: AYDIR TOMA

PROJECT No: DL2310
SCALE:
DRAWING No: 1 OF 13

TERMITE BARRIERS ARE REQUIRED
IN THIS MUNICIPALITY
(Compliance with AS3660)

GENERAL NOTES

- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE
- THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH ENGINEER'S DRAWINGS AND SPECIFICATIONS
- WINDOW SIZES AND LOCATIONS ARE NOMINAL AND MAY VARY TO MANUFACTURERS FRAME SIZES
- DIMENSIONS ARE TO STUD FRAME AND/OR BRICKWORK

ENERGY RATING

DWELLING TO COMPLY WITH THE ENERGY EFFICIENCY PROVISIONS OF THE NATIONAL CONSTRUCTION CODE PART 3.12

DRAINAGE

- PROVIDE Ø100mm UPVC STORMWATER DRAINS WITH MIN. COVER AND FALL. CONNECT TO POINT OF DISCHARGE. STORMWATER DRAINS HAVE BEEN SHOWN INDICATIVELY
- PROVIDE OVERFLOW RELIEF GULLY TO BELOW GARDEN TAP & HWS OVERFLOW OUTLET
- CONNECT ANY GRATED STORMWATER DRAIN TO STORMWATER DRAINS VIA SILT PIT(S) AS NOTATED.
- TEMPORARY DOWNPIPES TO BE USED UNTIL CONNECTED TO SW DRAIN
- GUTTERS & DRAINAGE TO COMPLY WITH AS 3500

- INTERCONNECTED SMOKE DETECTORS AS PER NCC 3.7.2
- WET AREAS TO BE CONSTRUCTED AS PER NCC 3.8.1
- WATERPROOFING OF WET AREAS AS PER DETAILS
- PROVIDE REMOVABLE HINGES TO WC DOORS PER NCC 3.8.3.3
- PROVIDE HOT WATER TEMP. CONTROL DEVICE PER NCC VOL 3

- REAR OF METER BOX 1500mm MAX. FROM FRONT CORNER
- WALL & CEILING LININGS ARE 10mm PLASTERBOARD **UNO.**
- **REFER TO STRUCTURAL ENGINEERING** FOR BEAMS & FIXINGS.
- TEMP. DOWNPIPES TO BE USED UNTIL CONNECTED TO SW DRAIN
- WALL FRAMER TO ALLOW 20mm FOR PARTICLEBOARD TO STUD ENDS IN OPENINGS & U/SIDE OF BULKHEADS IN 135mm & 180mm WALLS
- HINGED DOORS TO BE 135mm FRONT CORNER IF SPACE PERMITS. 45mm MIN. FROM CORNER. CENTRE DOOR TO PASSAGE
- ROOF TRUSSES & WALL FRAMES TO FRAME & TRUSS MANUFACTURERS DESIGN & COMPUTATIONS
- ALL TIMBER SIZES ARE TO BE IN ACCORDANCE WITH AS1684-2010 AND STRUCTURAL ENGINEER'S DESIGN AND DETAILS
- ROOF TRUSSES AND WALL FRAMES TO FRAME & TRUSS MANUFACTURER'S DESIGN AND COMPUTATIONS

ELEVATION NOTES

- ALL GLAZING TO COMPLY WITH AS1288 - 2006 GLASS IN BUILDINGS, & WITH AS4055 -1992 FOR WIND LOADING.
- WINDOW HEAD HEIGHT DIMENSIONS ARE NOMINAL AND TO BE TAKEN TO THE NEAREST BRICK COURSE.
- REFER ENGINEERS DRAWINGS FOR AJ LOCATIONS.
- ALL DRAWINGS TO BE READ IN CONJUNCTION WITH STRUCTURAL ENGINEER'S DRAWINGS & COMPUTATIONS
- ALL DOWNPIPES TO BE JOINED TO PVC SWD AT BASE OF WEEPHOLES TYPICAL
- PROVIDE BLACK ALUMINIUM MESH ALUMINIUM FRAMED FLYSCREENS AND DOORS TO ALL AWNING AND SLIDING WINDOWS. FIT SCREEN DOORS WITH CATCH.
- REDUCE WINDOW REVEALS TO FIRST FLOOR TO SUIT LIGHTWEIGHT CLADDING
- PROVIDE RESTRICTED OPENER SHOWN " # " TO FIRST FLOOR WINDOWS TO COMPLY WITH BCA 3.9.2.5.

GENERAL NOTES

- PROVIDE OVERFLOW RELIEF GULLY BELOW GARDEN TAP & HWU OVERFLOW OUTLET. CONNECT ANY GRATED STORMWATER DRAIN TO STORMWATER DRAINS VIA SILT PIT(S) AS NOTATED.
- REAR OF METER BOX 1500mm MAX. FROM FRONT CORNER
- WALL & CEILING LININGS ARE 10mm PLASTERBOARD **UNO.**
- **REFER TO STRUCTURAL ENGINEERING** FOR BEAMS & FIXINGS.
- TEMP. DOWNPIPES TO BE USED UNTIL CONNECTED TO SW DRAIN
- WALL FRAMER TO ALLOW 20mm FOR PARTICLEBOARD TO STUD ENDS IN OPENINGS & U/SIDE OF BULKHEADS IN 135mm & 180mm WALLS
- HINGED DOORS TO BE 135mm FRONT CORNER IF SPACE PERMITS. 45mm MIN. FROM CORNER. CENTRE DOOR TO PASSAGE

3.12.1.1 BUILDING FABRIC THERMAL INSULATION

A) WHERE REQUIRED, INSULATION MUST COMPLY WITH AS/NZS 4859.1 AND BE INSTALLED SO THAT IT -

I) ABUTS OR OVERLAPS ADJOINING INSULATION OTHER THAN AT SUPPORTING MEMBERS SUCH AS COLUMNS, STUDS, NOGGINS, JOISTS, FURRING CHANNELS AND THE LIKE WHERE THE INSULATION MUST BUTT AGAINST THE MEMBER; AND

II) FORMS A CONTINUOUS BARRIER WITH CEILINGS, WALLS, BULKHEADS, FLOORS OR THE LIKE THAT INHERENTLY CONTRIBUTE TO THE THERMAL BARRIER; AND

III) DOES NOT AFFECT THE SAFE OR EFFECTIVE OPERATION OF A DOMESTIC SERVICE OR FITTING

B) WHERE REQUIRED, REFLECTIVE INSULATION MUST BE INSTALLED WITH -

I) THE NECESSARY AIRSPACE, TO ACHIEVE THE REQUIRED R-VALUE BETWEEN A REFLECTIVE SIDE OF THE REFLECTIVE INSULATION AND A BUILDING LINING OR CLADDING; AND

II) THE REFLECTIVE INSULATION CLOSELY FITTED AGAINST ANY PENETRATION, DOOR OR WINDOW OPENING; AND

III) THE REFLECTIVE INSULATION ADEQUATELY SUPPORTED BY FRAMING MEMBERS; AND

IV) EACH ADJOINING SHEET OF ROLL MEMBRANE BEING -

A) OVERLAPPED NOT LESS THAN 150MM; OR

B) TAPED TOGETHER.

C) WHERE REQUIRED, BULK INSULATION MUST BE INSTALLED SO THAT -

I) IT MAINTAINS ITS POSITION AND THICKNESS, OTHER THAN WHERE IT CROSSES ROOF BATTENS, WATER PIPES, ELECTRICAL CABLING OR THE LIKE; AND

II) IN A CEILING, WHERE THERE IS NO BULK INSULATION OR REFLECTIVE INSULATION IN THE EXTERNAL WALL BENEATH, IT OVERLAPS THE EXTERNAL WALL BY NOT LESS THAN 50MM.

DESIGNATED BUSHFIRE AREA

BUSHFIRE ATTACK LEVEL (BAL): LOW 12.5

BUILDING TO COMPLY WITH AS3959.2009 CONSTRUCTION OF BUILDINGS IN BUSHFIRE-PRONE AREAS

GENERAL

- ALL GAPS, JOINTS (INCLUDING WEEPHOLES), VENTS AND PENETRATIONS IN EXTERNAL WALLS, (**INCLUDING EAVES** BUT **EXCLUDING SUB-FLOORS**) AND ROOF (INCLUDING FOR THAT OF SERVICES INCLUDING AERIALS, SOLAR PANELS ETC.) GREATER THAN 3mm IN SIZE SHALL BE SCREENED OR FITTED WITH MESH AND/OR EMBER GUARDS MADE OF FIRE RESISTANT AND CORROSION RESISTANT MATERIAL, WITH A MAXIMUM APERTURE OF 2mm.

ROOF GENERAL

- SARKING IS TO BE PROVIDED TO ENTIRE ROOF AS PER AS3959.2009 5.6.2. FOIL-BACKED INSULATION BATTS MAY BE INSTALLED OVER THE ROOF BATTENS.

- ALL ROOF PENETRATIONS, INCLUDING BUT NOT LIMITED TO ROOF VENTILATORS, VENT PIPES, SOLAR PANELS, SKYLIGHTS, AND EVAPORATIVE COOLING UNITS ARE TO BE FITTED WITH EMBER GUARDS MADE FROM CORROSION RESISTANT STEEL OR BRONZE OR ALUMINIUM MESH OR PERFORATED SHEET WITH A MAXIMUM APERTURE OF 2mm. • FIT EVAPORATIVE COOLING UNITS WITH BUTTERFLY CLOSERS AT CEILING LEVEL.
- SKYLIGHTS MAY BE OF POLYMER MATERIAL IF A GRADE A SAFETY GLASS DIFFUSER IS INSTALLED BELOW THE EXTERNAL PORTION OF THE UNIT AS PER AS1288.
- TUBE TYPE SKYLIGHTS ARE TO BE MADE OF FIRE RETARDANT MATERIALS AND SURROUNDING FLASHINGS MUST BE OF MATERIAL WITH FLAMMABILITY INDEX OF NOT GREATER THAN 5.

WINDOWS

- PROVIDE ALUMINUM MESH FLYSCREENS TO ALL OPERABLE WINDOWS. FIT SCREENS TO AWNING WINDOWS TO INSIDE OF SASH/ WINDOW FRAME. NOTE: FIT WITH CATCH **NOT LOCK**.

EXTERNAL DOORS

- HINGED OR PIVOT DOORS SHALL BE SOLID TIMBER, WITH A MINIMUM THICKNESS OF 35mm. WHERE DOORS INCLUDE GLAZING, THE GLAZING SHALL COMPLY WITH THE GLAZING REQUIREMENTS FOR WINDOWS. DOORS SHALL BE TIGHT-FITTING TO THE DOOR FRAME AND ANY ABUTTING DOORS. SLIDING DOORS SHALL BE TIGHT-FITTING IN THE FRAMES.
- SECTIONAL OVERHEAD, TILT OR ROLLER GARAGE DOORS ARE TO BE FITTED WITH SUITABLE WEATHERSTRIP/ DRAUGHT SEALS, GUIDE TRACKS WITH A MAXIMUM GAP OF 3mm. FIT APPROPRIATE BRUSHES TO PROVIDE SEALS AS NECESSARY TO ALL DOORS.

GLAZING

- WHERE GLAZING IS 400mm OR LESS FROM FLOOR LEVEL, PROVIDE "GRADE A" SAFETY GLASS A MIN. 4mm THICK.

SCREENS

- ALL SCREENS MUST BE CLOSE-FITTING TO ADJOINING BUILDING ELEMENT WITH A GAP BEING NOT MORE THAN 3mm. SCREEN OPENINGS MUST NOT BE LARGER THAN 2mm.
- FRAMES MUST BE MADE OF CORROSIVE RESISTANT METAL.

NCC 2019 - VOL 2

1. NOTATE EXHAUST FAN DISCHARGE RATES:
A) SANITARY COMPARTMENTS AND BATHROOMS: 25L/S
B) KITCHEN AND LAUNDRY: 40L/S
2. SPECIFY THE FOLLOWING FOR FLASHING REQUIREMENTS:
A) ROOF TILE FLASHING SHALL BE IN ACCORDANCE WITH PART 3.5.2.3 OF THE BCA.
B) FLASHINGS TO WALL OPENINGS SHALL BE IN ACCORDANCE WITH PART 3.5.4.6 OF THE BCA.
3. SPECIFY WALL TIES SHALL BE PROVIDED IN ACCORDANCE WITH BCA PART 3.3.5.10.
4. SPECIFY SARKING BENEATH TILED ROOF SHALL BE PROVIDED IN ACCORDANCE WITH PART 3.5.2.4 OF THE BCA.
5. SPECIFY PLIABLE MEMBRANE SHALL BE PROVIDED WHERE REQUIRED IN ACCORDANCE WITH PART 3.8.7.2 OF THE BCA AND IT SHALL BE LOCATED ON THE EXTERIOR SIDE OF THE PRIMARY INSULATION LAYER OF WALL ASSEMBLIES THAT FORM THE EXTERNAL ENVELOPE.
6. SPECIFY PLIABLE BUILDING MEMBRANES SHALL COMPLY WITH AS4200.1 AND SHALL BE INSTALLED IN ACCORDANCE WITH AS4200.2.
7. SPECIFY WHERE EXHAUST FANS DISCHARGE INTO VENTILATED ROOF SPACE THAT THEY SHALL COMPLY WITH PART 3.8.7.4 OF THE BCA.

THIS DOCUMENT FORMS PART OF
PERMIT FROM ABSOLUTE PERMITS P/L

Permit No.: 581733265478
Dated: 05/04/2023

ABSOLUTE PERMITS P/L

I/WE.....

AGREE THAT THESE PLANS ARE ACCURATE & CORRECT & ACKNOWLEDGE THAT ANY FURTHER ALTERATIONS WILL INCUR A RE-DRAFTING/ADMINISTRATION FEE OF $300.00 PER VARIATION & IS AT THE BUILDERS DISCRETION.

(SIGNED).....Date...../...../20.....

(SIGNED).....Date...../...../20.....

BAL-12.5
Ensure all requirements for this BAL level are complied with

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GENERAL NOTES

- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE.
- WINDOW SIZES AND LOCATIONS ARE NOMINAL AND MAY VARY TO MANUFACTURERS FRAME SIZES

CONSTRUCTION DRAWINGS

PROJECT: SINGLE STOREY HOUSE
CLIENT: LAYTH
ADDRESS: LOT 7 ADDAI STREET, GREENVALE VIC 3059

REVISIONS

A	PRELIMINARY PLANS	10/02/2023	AT
B	FINAL PLANS	04/04/2023	AT
C			
D			

NORTH

SIGNED & STAMPED

REVIEWED BY: PARAS DELIYANNIS (REGISTERED PRACTITIONER)
REGISTRATION #: DPAD16500
DATE: 04/04/2023

DOCUMENT

LAYOUT TITLE: GENERAL NOTES
DOCUMENTOR: AYDIR TOMA

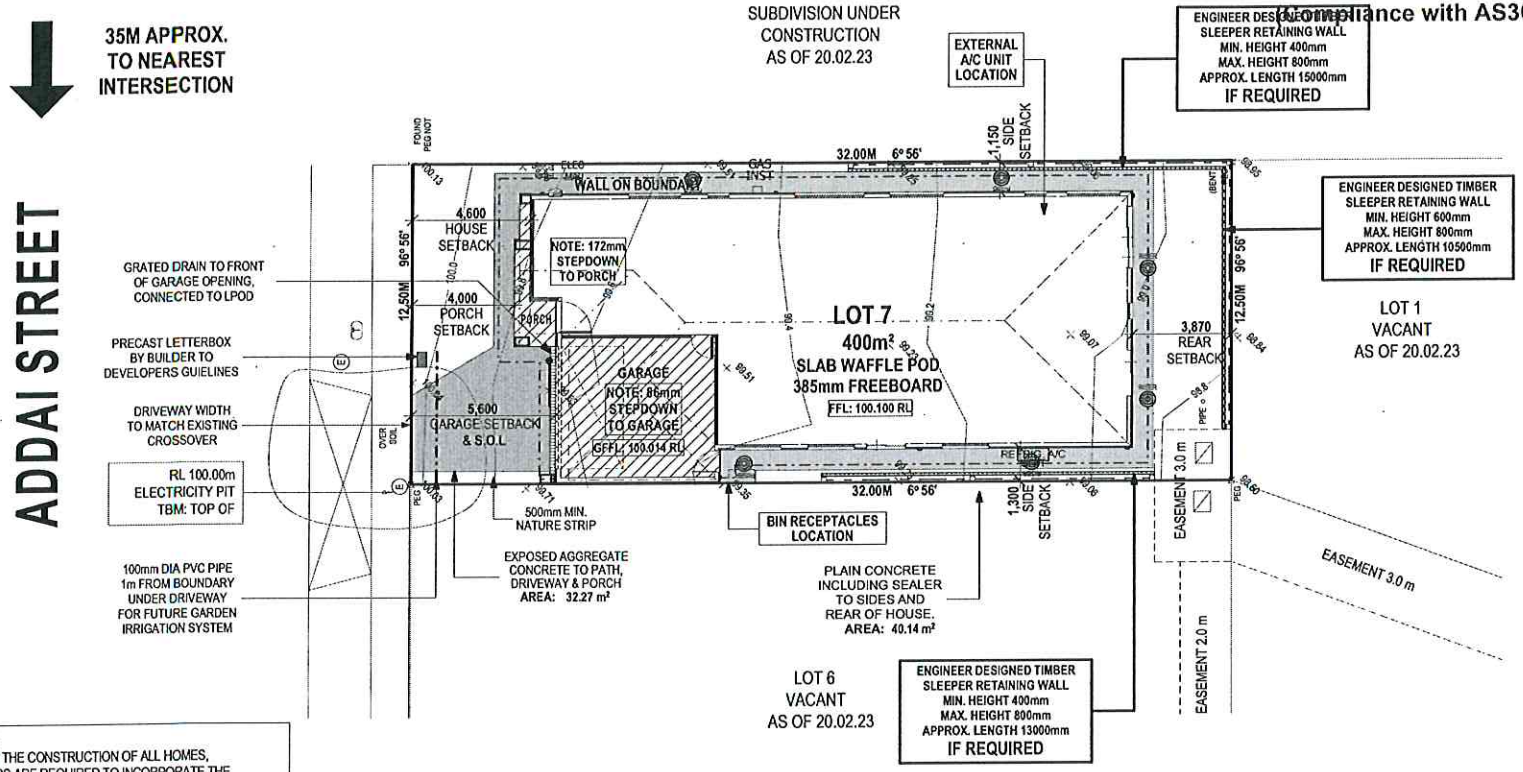
PROJECT No: DL2310
SCALE:
DRAWING No: 2 OF 13

TERMITE BARRIERS ARE REQUIRED IN THIS MUNICIPALITY (compliance with AS3660)

35M APPROX. TO NEAREST INTERSECTION

ADDAI STREET

SUBDIVISION UNDER CONSTRUCTION AS OF 20.02.23



NOTE:
DURING THE CONSTRUCTION OF ALL HOMES, BUILDERS ARE REQUIRED TO INCORPORATE THE FOLLOWING WASTE MANAGEMENT PRACTICES AT MINIMUM:
- USE SKIPS BINS RATHER THAN CAGES
- MAINTAIN WASTE RECORDS
- ENSURE CONTRACTORS TRANSPORT WASTE TO A LICENSED RECYCLING CENTRE
- PRIORITISE THE SELECTION OF MATERIALS AND PRODUCTS WHICH MINIMISE PACKAGING AND/ OR INCORPORATE RECYCLED PACKAGING.

LEGEND
- CAPPED RISER
- GAS METER
- METER BOX
- LETTER BOX
- —8— SEWER PIPE
- EXISTING STORMWATER
- PROPOSED STORMWATER
- EXPOSED AGG. DRIVEWAY
- CONCRETE
- CUT BATTERS
- FILL BATTERS

NOTE:
LOW EMISSION PAINTS AND SEALANTS MUST BE USED ON OVER 95% OF SURFACES. REFER TO GREEN STAR - DESIGN & AS BUILT V1.2, SECTION 13 - INDOOR POLLUTANTS FOR MORE DETAILS.
EXAMPLES OF DAC APPROVED PRODUCTS:
LOW EMISSION PAINT DULUX PROFESSIONAL ENVIRO2 PAINTS.

NOTE:
PLIABLE BUILDING MEMBRANE - PART 3.8.7.2: WHERE A PLIABLE BUILDING MEMBRANE IS INSTALLED IN AN EXTERNAL WALL, COMPLY WITH AS/NZS 4200.1; AND BE INSTALLED IN ACCORDANCE WITH AS 4200.2; AND BE A VAPOUR PERMEABLE MEMBRANE FOR CLIMATE ZONES 6, 7 AND 8; AND BE LOCATED ON THE EXTERIOR SIDE OF THE PRIMARY INSULATION LAYER OF WALL ASSEMBLIES THAT FORM THE EXTERNAL ENVELOPE OF A BUILDING.

NOTE:
EXTERNAL SURFACE TO DRAINED SURFACE WATER AWAY FROM THE BUILDING (SLOPE OF NOT LESS THAN 50MM OVER THE FIRST 1M FROM THE BUILDING).

NOTE:
EXTERNAL SURFACE TO DRAINED SURFACE WATER AWAY FROM THE BUILDING (SLOPE OF NOT LESS THAN 50MM OVER THE FIRST 1M FROM THE BUILDING).

METER BOX:
METER BOX COLOUR TO MATCH THE SELECTED FACE BRICK TO DEVELOPERS REQUIREMENT

NOTE:
LOW EMISSION MATERIAL AND FINISHED ARE PRODUCT THAT DO NOT RELEASE SIGNIFICANT POLLUTANTS (VOLATILE ORGANIC COMPOUNDS - VOC) INTO THE ENVIRONMENT AND CAUSE ILLNESS OR ALLERGIC REACTIONS

NCC 2019 GENERAL NOTES:
- PROVIDE A PLIABLE MEMBRANE TO EXTERNAL WALLS INSTALLED IN ACCORDANCE WITH AS4200.1-2
- BATHROOM & OTHER SANITARY COMPARTMENT EXHAUST SYSTEMS TO HAVE A MINIMUM FLOW RATE OF 25 L/s IN ACCORDANCE WITH NCC 3.8.7.3 (a) i
- KITCHEN & LAUNDRY EXHAUST SYSTEMS TO HAVE A MINIMUM FLOW RATE OF 40 L/s IN ACCORDANCE WITH NCC 3.8.7.3 (b) i & ii
- GUTTERS & DOWNPIPES DESIGNED IN ACCORDANCE WITH AS3500.3

DRIVEWAY:
DRIVEWAY TO MATCH EXISTING CROSSOVER WIDTH

SITE DRAINAGE - SWALE DRAINS:
SWALE DRAIN PROVIDED WHERE DWELLING IS WITHIN 1500MM OFADJOINING PROPERTY. SOIL TO BE GRADED TOWARDS SPOON DRAIN AT MIN 1:200/50MM AWAY FROM DWELLING.
GRATED SILT PITS TO BE PROVIDED AT MAX. 8000MM CENTRES, LOCATED MINIMUM 1000MM FROM DWELLING WHERE POSSIBLE AND CONNECTED TO LEGAL POINT OF DISCHARGE

NOTE:
ALL ANCILLARY ITEMS AND SERVICES INCLUDING, BUT NOT LIMITED TO, WATER TANKS, AIR CONDITIONERS, CLOTHESLINES, BINS, SATELLITE DISHES, ANTENNAS AND SERVICE METERS SHOULD BE SITED UNOBTRUSIVELY AND AWAY FROM PUBLIC VIEW. DETAILS MUST BE INDICATED ON HOUSE PLANS AS PART OF THE APPLICATION FOR DAC APPROVAL

NOTE:
IMPERMEABLE HARD SURFACE MATERIALS MUST NOT EXCEED 40% OF THE FRONT GARDEN AREA INCLUDING THE DRIVEWAY AND FRONT FOOTPATH

FIBRE OPTIC NETWORK: (NBN Co)
TO ORGANISE CONNECTION.MMUNICATIONS
PIT IN STREET TO METER BOX INACCORDANCE WITH DEVELOPERS GUIDELINES. CLIENT TO ORGANISE CONNECTION.

DENOTES: CAPPED GRATE - STORMWATER RISER TO BE CUT BACK TO FINISHED LANDSCAPING LEVEL & CAPPED WITH GRATE TO ALLOW FOR WATER DISCHARGE

NOTE:
BUILDER TO VERIFY ALL DIMENSIONS ON SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. ANY DISCREPANCIES TO BE REPORTED TO THE BUILDER DESIGNER PRIOR TO SET-OUT FOR RECTIFICATION.

NOTE:
BUILDER TO VERIFY ALL LEVELS ON SITE INCLUDING ANY SITE CUT-FILL IF REQUIRED AND NOTIFY THE BUILDING DESIGNER PRIOR TO THE COMMENCEMENT ON ANY BUILDING WORKS.

GENERAL NOTES:
- AGI DRAIN, STORMWATER DRAIN AND DOWN PIPE LAYOUT SHOWN IS INDICATIVE ONLY.
- IF A CONCRETE DRIVEWAY IS NOT PROVIDED IT IS THE OWNERS RESPONSIBILTY TO PROVIDE A GRATED DRAIN ACROSS GARAGE OPENINGS.
- OWNER TO PROVIDE 1.8m H SCREENING PRIOR TO CERTIFICATE OF OCCUPANCY TO COMPLY WITH REG. 4.19 (CONDITIONAL CERTIFICATE OF OCCUPANCY MAY BE ISSUSED BY BUILDING SURVEYOR)

SITE AREA:	400M²
BUILDING AREA:	240.02M²
SITE COVERAGE:	60.00%
SECHLUDED POS:	
GARDEN AREA:	

6 STAR ENERGY RATING:
DWELLING TO COMPLY W/- THE REQUIREMENTS OF 6 STAR ENERGY RATING.

DEVELOPERS APPROVAL REQUIRED:
DEVELOPERS APPROVAL REQUIRED

DRAINAGE NOTES:
PROVIDE MIN. 100mm DIA. U.P.V.C. STORMWATER DRAINS WITH MIN. 1:100 FALL AND MIN. 300mm COVER, CONNECTED TO LEGAL POINT OF DISCHARGE

NOTE: ALL DOWNPIPES TO BE JOINED WITH PVC SWD AT BASE OF WEEPHOLES

PROVIDE GARDEN TAP AND HWU OVERFLOW OUTLET ABOVE O.R.G. (OVERFLOW RELIEF GULLY)
PROVIDE GRATED STORMWATER DRAIN TO ANY ADDITIONAL GARDEN TAPS

RECYCLED WATER:
PROVIDE PROVISIONS FOR CLASS 'A' RECYCLED WATER. INCLUDES CLASS 'A' RECYCLED WATER TAPPING, 1 No. PURPLE TAP TO HOUSE & SEPARATE PLUMBING FOR TOILETS & WASHING MACHINE. LOCATION TO BE CONFIRMED BY PLUMBER

PLUMBING:
PROVIDE INSTANTANEOUS GAS HOT WATER SYSTEM IN LIEU OF STANDARD SOLAR HOT WATER SYSTEM. BUILDING SURVEYOR TO PROCEED WITH PERFORMANCE ASSESSMENT REPORT.

STORMWATER:
STORMWATER PIPES TO BE INSTALLED 600mm FROM PERIMETER OF BUILDING AND CONNECTED TO LEGAL POINT OF DISCHARGE.
A NO GO ZONE IS IN PLACE 150mm EITHER SIDE OF STORMWATER.

CONSTRUCTION MANAGEMENT:
THE BUILDER MUST INSTALL A TEMPORARY FENCE DURING THE CONSTRUCTION PERIOD AND ENSURE THAT RUBBISH AND BUILDING WASTE IS CONTAINED WITHIN THE BUILDING SITE. DAMAGE TO NATURE STRIPS CAUSED DURING THE CONSTRUCTION PERIOD IS SOLELY THE RESPONSIBILITY OF THE LANDOWNER AND THEIR BUILDER.

LANDSCAPING:
FRONT & REAR LANDSCAPING BY BUILDER OR OWNER AS PER CONTRACT TO DEVELOPER REQUIREMENTS .

TERMITE PROTECTION:
PROVIDE TERMITE PROTECTION IN ACCORDANCE WITH A.S.3660.1

THIS DOCUMENT FORMS PART OF PERMIT FROM ABSOLUTE PERMITS P/L
Permit No.: 5817332654769
Dated: 05/04/2023
ABSOLUTE PERMITS P/L

Ensure all requirements for this plan level are complied with

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CONSTRUCTION DRAWINGS
PROJECT: SINGLE STOREY HOUSE
CLIENT: LAYTH
ADDRESS: LOT 7 ADDAI STREET, GREENVALE VIC 3059

REVISIONS

A	PRELIMINARY PLANS	10/02/2023	AT
B	FINAL PLANS	04/04/2023	AT
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D			

NORTH

SIGNED & STAMPED
REVIEWED BY: PARAS DELIYANNIS (REGISTERED PRACTITIONER)
REGISTRATION #: DPAD16500
DATE: 04/04/2023

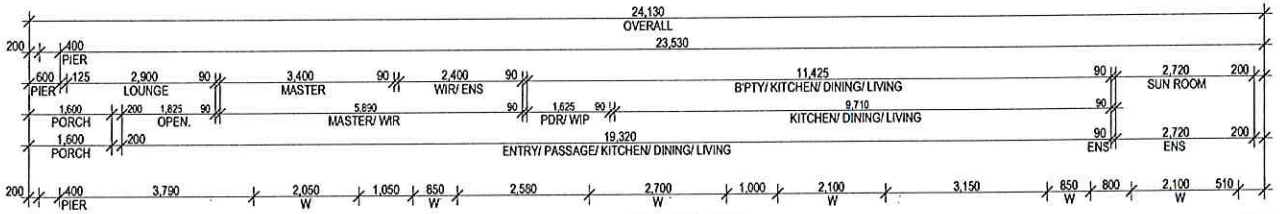
DOCUMENT
LAYOUT TITLE: SITE PLAN
DOCUMENTOR: AYDIR TOMA

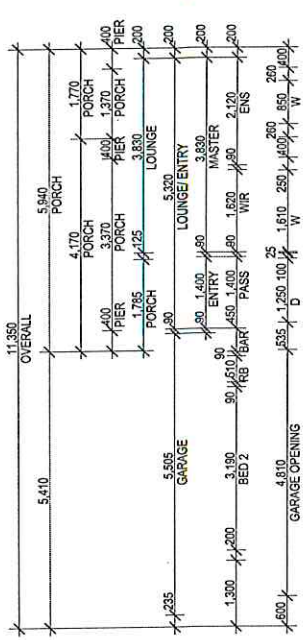
PROJECT No: DL2310
SCALE: 1:200
DRAWING No: 3 OF 13

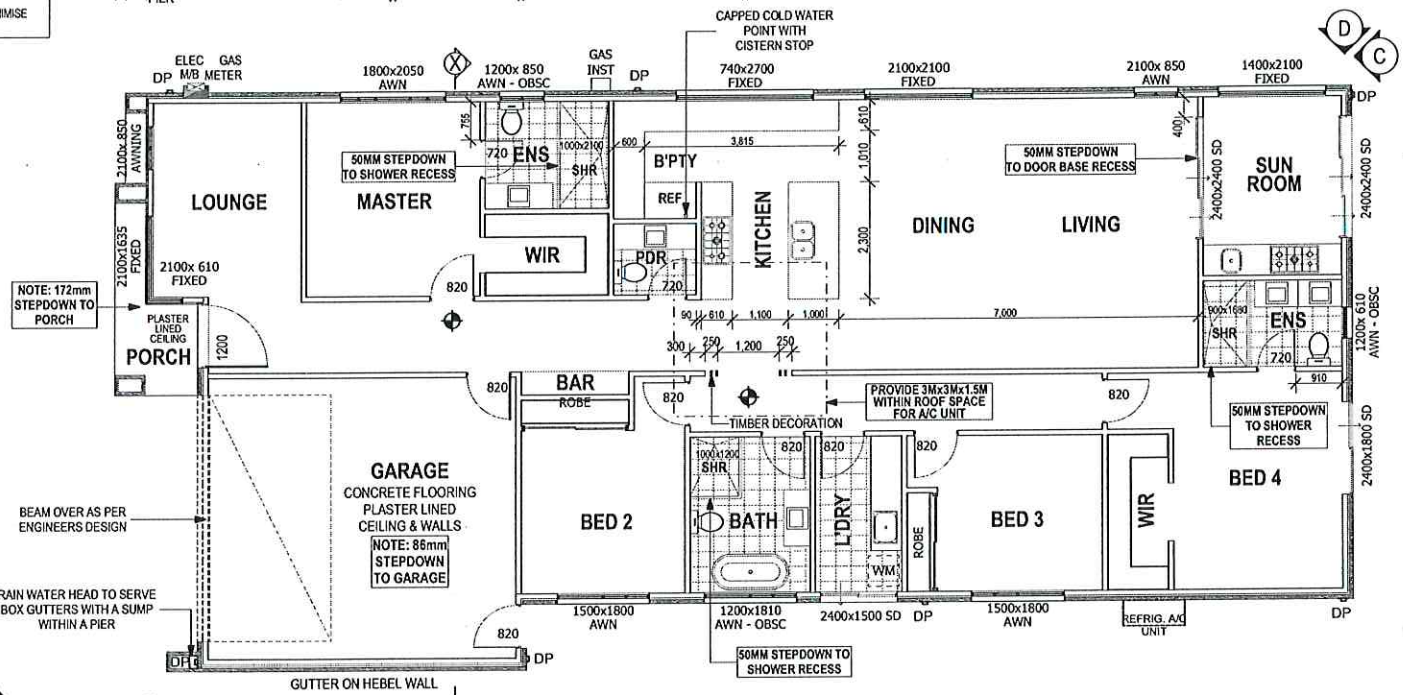
TERMITE BARRIERS ARE REQUIRED IN THIS MUNICIPALITY (Compliance with AS3660)

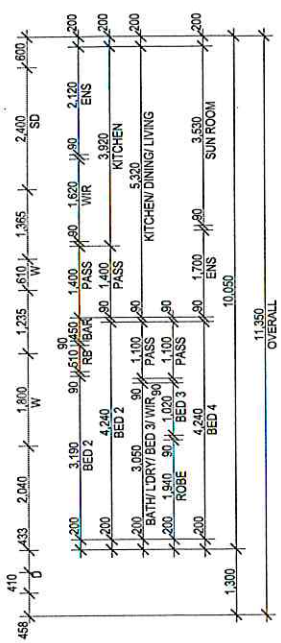
172mm SLAB REBATE	ROOF TRUSSES TO BE @900MM CENTRE SPACES
2340H INTERNAL DOORS THROUGHOUT UNLESS OTHERWISE SPECIFIED	
DIMENSIONS ARE TO STUD FRAME &/OR BRICKWORK	
SQUARE SET CORNICE THROUGHOUT. TIMBER QUAD TO BE INSTALLED FOR PORCH	
ALL MASONRY VENEER WALLS TO COMPLY WITH PART 3.3.5	

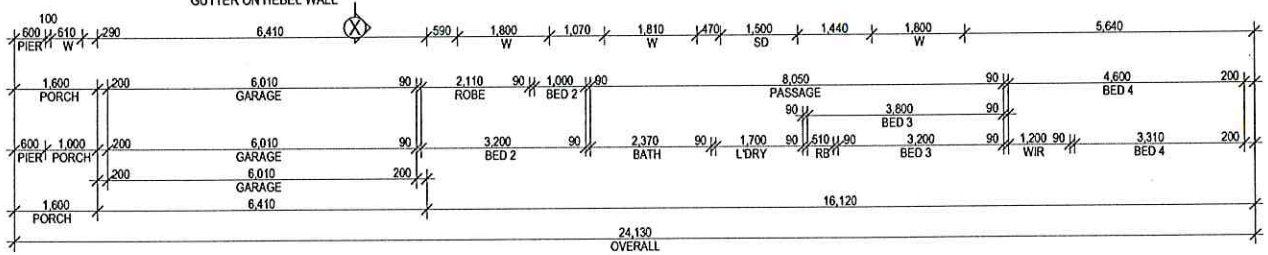
NOTE:
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- USE SKIPS BINS RATHER THAN CAGES
- MAINTAIN WASTE RECORDS
- ENSURE CONTRACTORS TRANSPORT WASTE TO A LICENSED RECYCLING CENTRE
- PRIORITISE THE SELECTION OF MATERIALS AND PRODUCTS WHICH MINIMISE PACKAGING AND/ OR INCORPORATE RECYCLED PACKAGING.











LEGEND

- FT FLOOR TILES
- FB FLOATING FLOORING
- SD SMOKE DETECTOR INTERCONNECTED AS PER NCC
- BH BASTER BULKHEAD WITH SHOWN TO U/S OF FRAME
- RA RETURN AIR LOCATION
- SL SLOPE
- MB METER BOX
- LOH LIFT OFF HINGES
- DG DENOTES DOUBLE GLAZING

THIS DOCUMENT FORMS PART OF PERMIT FROM ABSOLUTE PERMITS P/L
Permit No.: 5817332654769
Dated: 05/04/2023
ABSOLUTE PERMITS P/L

BAL-12.5
Ensure all requirements for this BAL level are complied with

AREA ANALYSIS

SITE AREA:	400.00M²
GROUND FLOOR:	198.88M²
GARAGE:	36.15M²
PORCH:	4.99M²
TOTAL BUILDING AREA:	240.02M²
SITE COVERAGE:	60.00%
SQM:	25.83 SQ

ROOF TRUSSED TO BE @900MM SPACES

GENERAL NOTES
- INTERCONNECTED SMOKE DETECTORS AS PER NCC 3.7.2 - 2019
- PROVIDE REMOVABLE HINGES TO WC DOORS PER NCC 3.8.3.3
- TEMP. DOWNPIPES TO BE USED UNTIL CONNECTED TO SW DRAIN
- GUTTERS & DRAINAGE TO COMPLY WITH AS 3500
- STAIR TREADS SHALL COMPLY WITH THE SLIP RESISTANT CLASSIFICATION NCC TABLE 3.9.1.3 INDOOR STEPS & 3.9.1.4 OUTDOOR STEPS
- THESE DRAWINGS TO BE READ IN CONJUNCTION WITH ENGINEERS DRAWINGS AND SPECIFICATIONS
- TIMBER ROOF TRUSSES TO MANUFACTURER'S COMPUTATIONS & LAYOUTS
- ROOF TRUSSES TO BE PLACED DIRECTLY ON TOP OF EXTERNAL WALL STUDS.
- ALL STRUCTURAL TIMBER FRAMING SIZES TO BE IN ACCORDANCE WITH A.S. 1684 - 2010 NATIONAL TIMBER FRAMING CODE & OR ENGINEERS STRUCTURAL COMPUTATIONS.
- WATERPROOFING OF WET AREAS TO COMPLY WITH A.S. 3740 - 2010
- HINGED DOORS TO BE 135mm FROM CORNER IF SPACE PERMITS, OR 45mm MIN. FROM CORNER, CENTRE DOORS TO PASSAGE.
- ROBE DOORS TO BE EXTERNALLY CENTRED UNLESS OTHERWISE NOTED
- WATERPROOFING TO ALL EXTERNAL WET AREAS TO BE IN ACCORDANCE WITH AS 4654.2 CLAUSE 2.8.2.
- INTERNAL DOOR FROM THE DWELLING TO THE GARAGE , AN EXTERNAL DOOR, INTERNAL DOOR BETWEEN A CLASS 1 BUILDING AND AN UNCONDITIONED CLASS 10A BUILDING, OPENABLE WINDOW AND OTHER SUCH OPENING TO BE FITTED WITH SEAL TO RESTRICT AIR INFILTRATION IN ACCORDANCE WITH PART 3.12.3.3 OF THE NCC 2019 VOL.2.

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CONSTRUCTION DRAWINGS
PROJECT: SINGLE STOREY HOUSE
CLIENT: LAYTH
ADDRESS: LOT 7 ADDAI STREET, GREENVALE VIC 3059

REVISIONS

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D			

NORTH

SIGNED & STAMPED
REVIEWED BY: PARAS DELIYANNIS (REGISTERED PRACTITIONER)
REGISTRATION #: DPAD16500
DATE: 04/04/2023

DOCUMENT
LAYOUT TITLE: FLOOR PLAN
DOCUMENTOR: AYDIR TOMA

PROJECT No: DL2310
SCALE: 1:100
DRAWING No: 4 OF 13

TERMITE BARRIERS ARE REQUIRED IN THIS MUNICIPALITY (Compliance with AS3660)

ELEVATION NOTES

- ALL GLAZING TO COMPLY WITH AS1288 - 2006 GLASS IN BUILDINGS, & WITH AS4055 -1992 FOR WINDLOADING.
- EXTERNAL FINISHES/COLOURS ARE SUGGESTED COLOURS. FINAL COLOURS MAY VARY SLIGHTLY DEPENDING ON SUPPLIER USED AND STRENGTH OF COLOUR APPLIED. REFER TO OWNER FOR ALL FINAL COLOUR SELECTIONS.
- WINDOW HEAD HEIGHT DIMENSIONS ARE NOMINAL AND TO BE TAKEN TO THE NEAREST BRICK COURSE.
- ALL DRAWINGS TO BE READ IN CONJUNCTION WITH STRUCT. ENGINEER'S DRAWINGS & COMPUTATIONS
- ALL DOWNPIPES TO BE JOINED TO PVC SWD AT BASE OF WEEPHOLES TYPICAL
- REDUCE WINDOW REVEALS TO FIRST FLOOR TO SUIT LIGHTWEIGHT CLADDING

LEGEND

- MAIN RENDER
- CONTRAST RENDER
- TIMBER CLADDING
- OBSCURE GLAZING

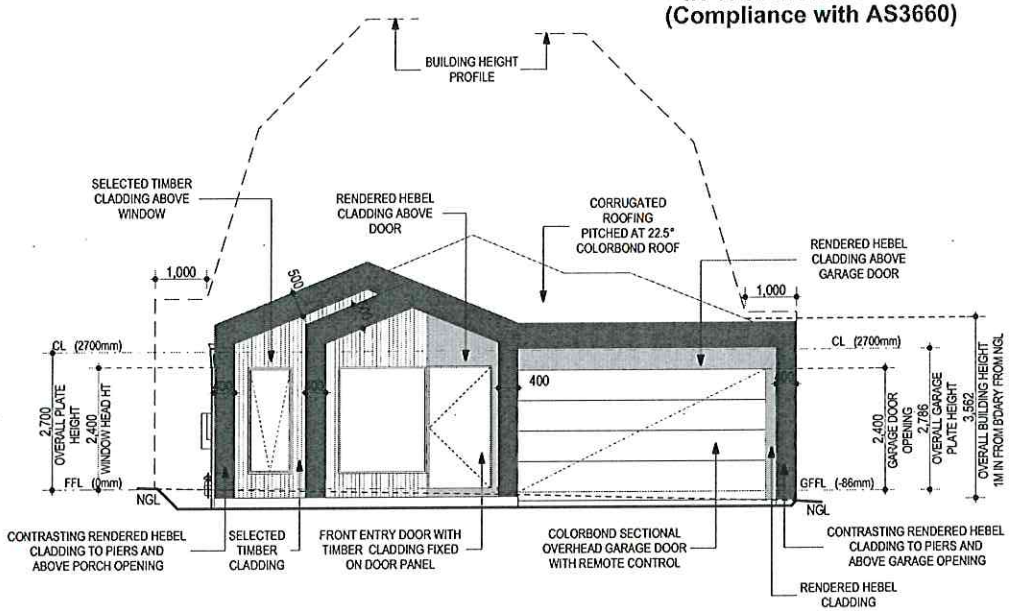
PROVIDE FLYSCREENS WITH BLACK ALUMINIUM MESH AND ALUMINIUM FRAME TO ALL OPENABLE AWNING AND SLIDING WINDOWS.

PROVIDE FLYDOORS WITH BLACK ALUMINIUM MESH AND ALUMINIUM FRAME WITH CATCH TO ALL ALUMINIUM SLIDING DOORS.

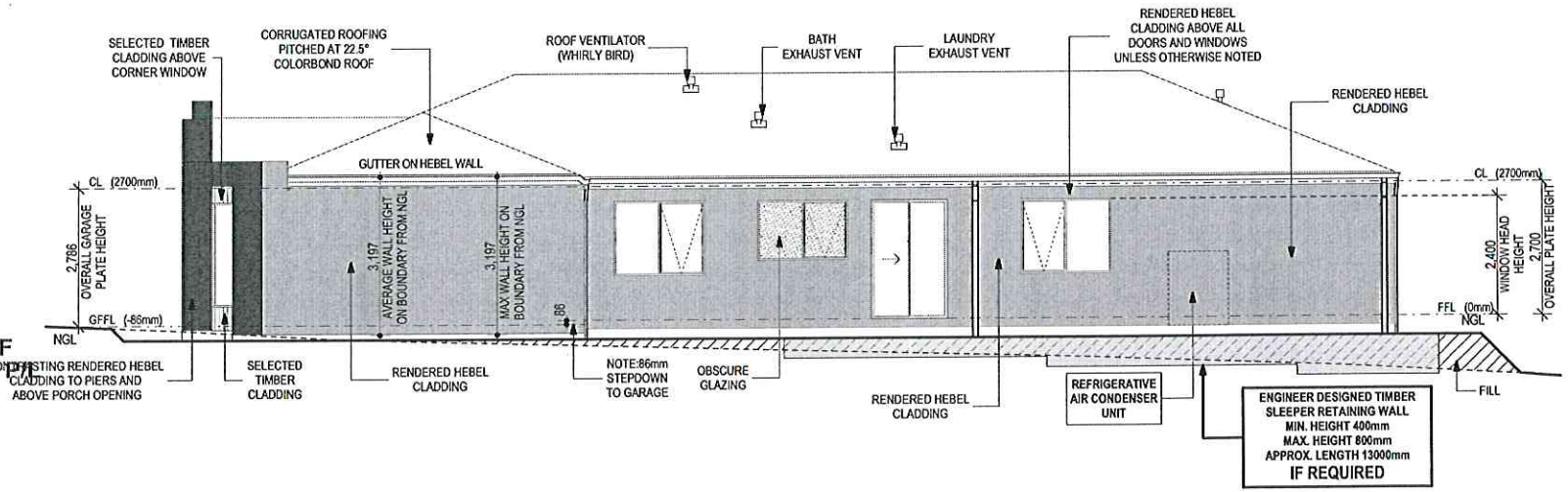
CONSTRUCTION JOINS:
HEBEL PANEL VERTICAL CONSTRUCTION JOINS TO BE IN LINE WITH DOOR OR WINDOW EDGES. WHERE AN EXTERNAL CORNER JUNCTION IS ON THE FRONT FAÇADE, THE FULL PANEL IS TO FACE THE STREET AND THE RETURN PANEL IS TO BUTT IN BEHIND WITH THE VERTICAL JOIN ON THE RETURN SIDE, NOT ON THE FRONT

NOTE:
THE SIDE PROFILE OF THE FRONT GARAGE EAVE SECTION WILL BE PROVIDED WITH A PRODUCT THAT HAS A MINIMUM FRL OF 60/60/60 FOR OUR ASSESSMENT.

NOTE: ANTENNA MUST BE WITHIN THE ROOF OF THE HOUSE



A FRONT ELEVATION
1:100



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Permit No.: 5817332654769
Dated: 05/04/2023

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SIDE ELEVATION
1:100

BAL-12.5
Ensure all requirements for this BAL level are complied with

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CONSTRUCTION DRAWINGS
PROJECT: SINGLE STOREY HOUSE
CLIENT: LAYTH
ADDRESS: LOT 7 ADDAI STREET, GREENVALE VIC 3059

REVISIONS

A	PRELIMINARY PLANS	10/02/2023 AT
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SIGNED & STAMPED
REVIEWED BY: PARAS DELIYANNIS (REGISTERED PRACTITIONER)
REGISTRATION #: DPAD16500
DATE: 04/04/2023

DOCUMENT
LAYOUT TITLE: ELEVATIONS 1
DOCUMENTOR: AYDIR TOMA

PROJECT No: DL2310
SCALE: 1:100
DRAWING No: 5 OF 13

TERMITE BARRIERS ARE REQUIRED IN THIS MUNICIPALITY (Compliance with AS3660)

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- REDUCE WINDOW REVEALS TO FIRST FLOOR TO SUIT LIGHTWEIGHT CLADDING

LEGEND

- MAIN RENDER
- CONTRAST RENDER
- TIMBER CLADDING
- OBSCURE GLAZING

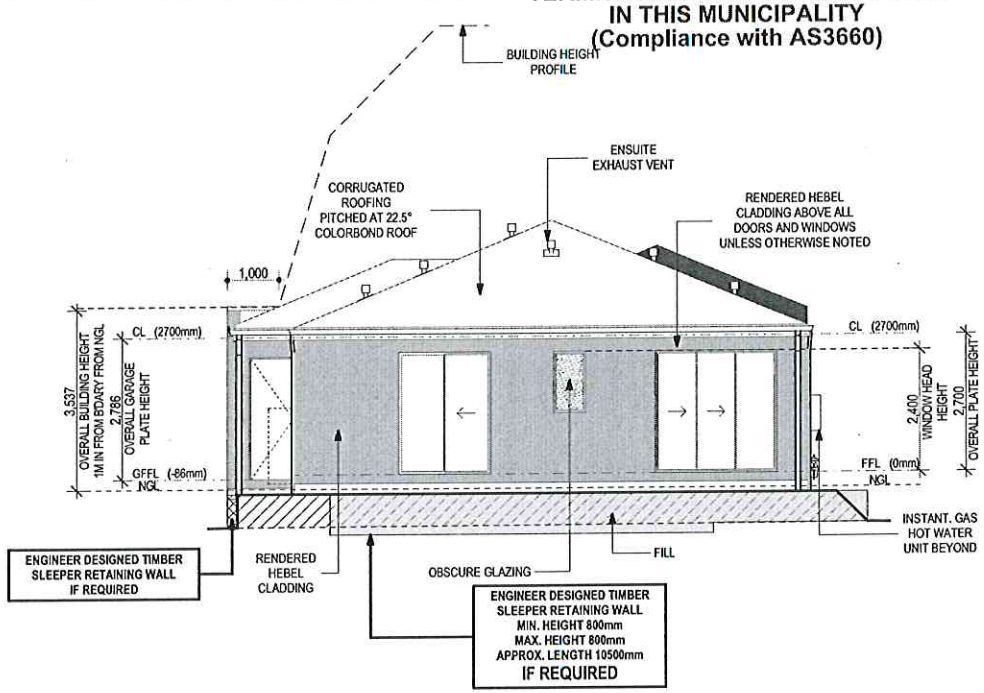
PROVIDE FLYSCREENS WITH BLACK ALUMINIUM MESH AND ALUMINIUM FRAME TO ALL OPENABLE AWNING AND SLIDING WINDOWS.

PROVIDE FLYDOORS WITH BLACK ALUMINIUM MESH AND ALUMINIUM FRAME WITH CATCH TO ALL ALUMINIUM SLIDING DOORS.

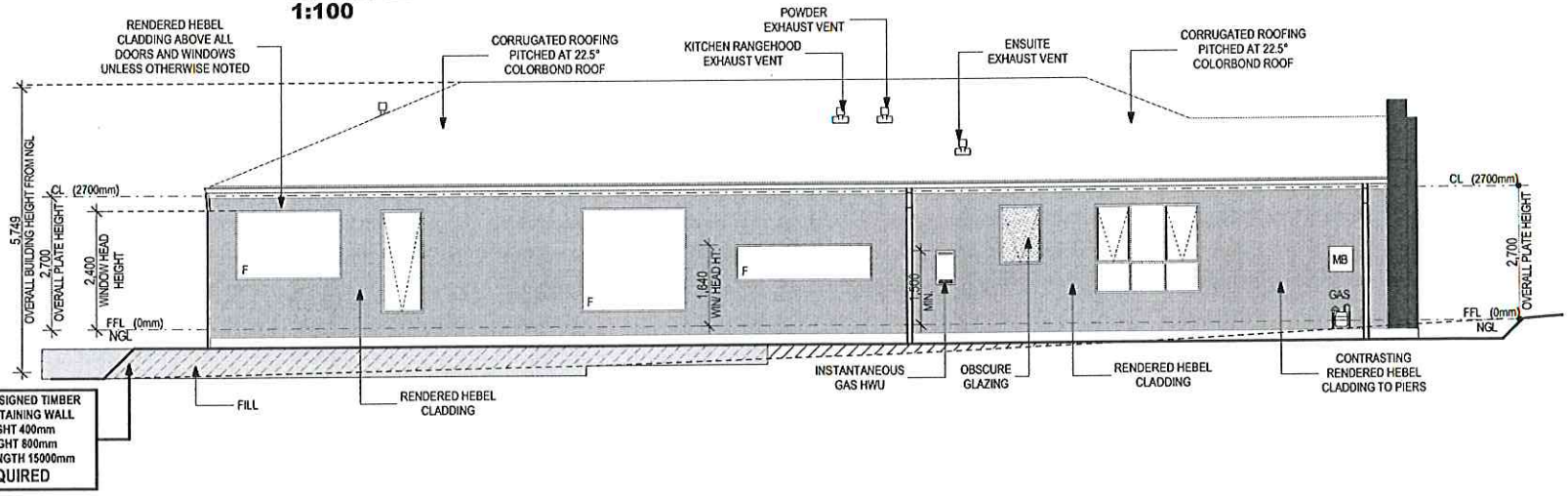
CONSTRUCTION JOINS:
HEBEL PANEL VERTICAL CONSTRUCTION JOINS TO BE IN LINE WITH DOOR OR WINDOW EDGES. WHERE AN EXTERNAL CORNER JUNCTION IS ON THE FRONT FAÇADE, THE FULL PANEL IS TO FACE THE STREET AND THE RETURN PANEL IS TO BUTT IN BEHIND WITH THE VERTICAL JOIN ON THE RETURN SIDE, NOT ON THE FRONT

NOTE:
THE SIDE PROFILE OF THE FRONT GARAGE EAVE SECTION WILL BE PROVIDED WITH A PRODUCT THAT HAS A MINIMUM FRL OF 60/60/60 FOR OUR ASSESSMENT.

NOTE: ANTENNA MUST BE WITHIN THE ROOF OF THE HOUSE



REAR ELEVATION
1:100



SIDE ELEVATION
1:100

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Dated: 05/04/2023

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Email: designlens04@gmail.com
Mob: 0469 558 563

GENERAL NOTES
- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE.
- WINDOW SIZES AND LOCATIONS ARE NOMINAL AND MAY VARY TO MANUFACTURERS FRAME SIZES

CONSTRUCTION DRAWINGS
PROJECT: SINGLE STOREY HOUSE
CLIENT: LAYTH
ADDRESS: LOT 7 ADDAI STREET, GREENVALE VIC 3059

REVISIONS

A	PRELIMINARY PLANS	10/02/2023	AT
B	FINAL PLANS	04/04/2023	AT
C			
D			

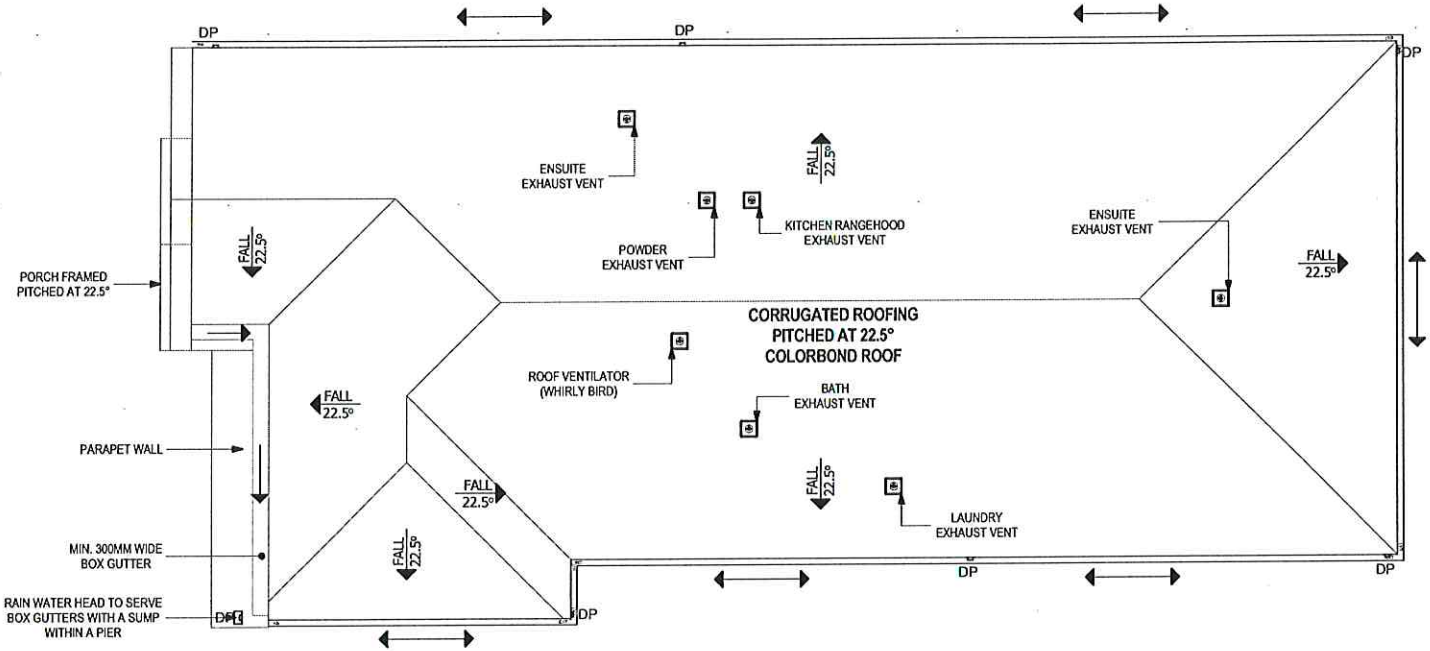
NORTH

SIGNED & STAMPED
REVIEWED BY: PARAS DELIYANNIS (REGISTERED PRACTITIONER)
REGISTRATION #: DPAD16500
DATE: 04/04/2023

DOCUMENT
LAYOUT TITLE: ELEVATIONS 2
DOCUMENTOR: AYDIR TOMA

PROJECT No: DL2310
SCALE: 1:100
DRAWING No: 6 OF 13

TERMITE BARRIERS ARE REQUIRED
IN THIS MUNICIPALITY
(Compliance with AS3660)



GENERAL NOTES
• ROOF STORMWATER DRAINAGE SHALL COMPLY WITH AS3500.3-2015.
• MINIMUM DOWNPIPE DIMENSIONS SHALL BE 100MM X 50MM OR 90MM DIAMETER.
• MINIMUM BOX GUTTER DIMENSIONS SHALL BE 200MM WIDE X 100MM DEEP.
• GUTTER AND DRAINAGE SYSTEMS TO COMPLY WITH AS 3500.

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CONSTRUCTION DRAWINGS
PROJECT: SINGLE STOREY HOUSE
CLIENT: LAYTH
ADDRESS: LOT 7 ADDAI STREET, GREENVALE VIC 3059

REVISIONS

A	PRELIMINARY PLANS	10/02/2023 AT
B	FINAL PLANS	04/04/2023 AT
C		
D		

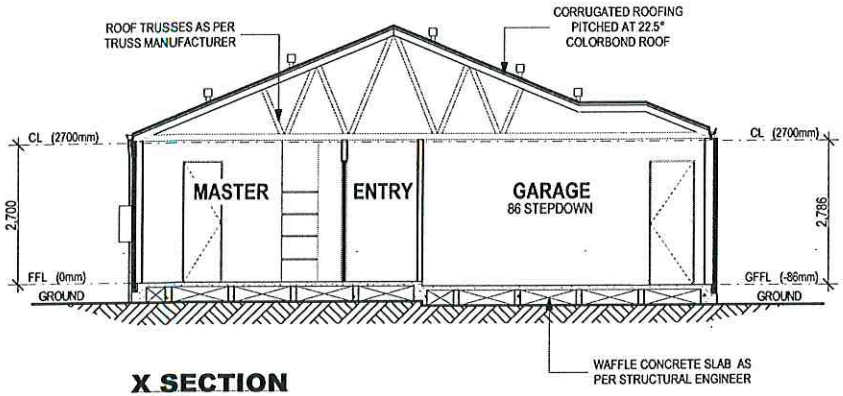
NORTH

SIGNED & STAMPED
REVIEWED BY: PARAS DELIYANNIS (REGISTERED PRACTITIONER)
REGISTRATION #: DPAD16500
DATE: 04/04/2023

DOCUMENT
LAYOUT TITLE: ROOF PLAN
DOCUMENTOR: AYDIR TOMA

PROJECT No: DL2310
SCALE: 1:100
DRAWING No: 7 OF 13

TERMITE BARRIERS ARE REQUIRED IN THIS MUNICIPALITY (Compliance with AS3660)



X SECTION
1:100

REFER TO THERMAL PERFORMANCE ASSESSORS REPORT FOR INSULATION VALUES.

3.12.1.1 BUILDING FABRIC THERMAL INSULATION

a) WHERE REQUIRED, INSULATION MUST COMPLY WITH AS/NZS 4859.1 AND BE INSTALLED SO THAT IT:
i) ABUTS OR OVERLAPS ADJOINING INSULATION OTHER THAN AT SUPPORTING MEMBERS SUCH AS COLUMNS, STUDS, NOGGINGS, JOISTS, FURRING CHANNELS AND THE LIKE WHERE THE INSULATION MUST BUT AGAINST THE MEMER: AND
ii) FORMS A CONTINUOUS BARRIER WITH CEILINGS, WALLS, BULKHEADS, FLOORS OR THE LIKE THAT INHERENTLY CONTRIBUTE TO THE THERMAL BARRIER; AND
iii) DOES NOT AFFECT THE SAFE OR EFFECTIVE OPERATION OF A DOMESTIC SERVICE OR FITTING

b) WHERE REQUIRED, REFLECTIVE INSULATION MUST BE INSTALLED WITH:
i) THE NECESSARY AIRSPACE TO ACHIEVE THE REQUIRED R-VALUE BETWEEN A REFLECTIVE SIDE OF THE REFLECTIVE INSULATION AND A BUILDING LINING OR CLADDING; AND
ii) THE REFLECTIVE INSULATION CLOSELY FITTED AGAINST ANY PENETRATION, DOOR OR WINDOW OPENING; AND
iii) THE REFLECTIVE INSULATION ADEQUATELY SUPPORTED BY FRAMING MEMBERS; AND
iv) EACH ADJOINING SHEET OF ROLL MEMBRANE BEING:
A) OVERLAPPED NOT LESS THAN 150MM; OR
B) TAPED TOGETHER.

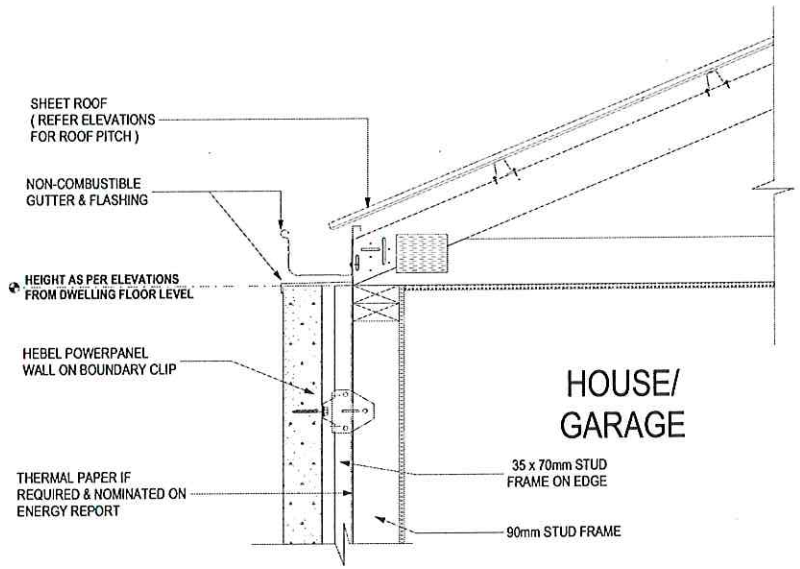
c) WHERE REQUIRED, BULK INSULATION MUST BE INSTALLED SO THAT:
i) IT MAINTAINS ITS POSITION AND THICKNESS, OTHER THAN WHERE IT CROSSES ROOF BATTENS, WATER PIPES, ELECTRICAL CABLING OR THE LIKE; AND
ii) IN A CEILING, WHERE THERE IS NO BULK INSULATION OR REFLECTIVE INSULATION IN THE EXTERNAL WALL BENEATH, IT OVERLAPS THE EXTERNAL WALL BY NOT LESS THAN 50MM.

SECTION NOTES

- THESE DRAWINGS TO BE READ IN CONJUNCTION WITH ENGINEER'S DRAWINGS AND COMPUTATIONS
- TIMBER ROOF TRUSSES AS PER MANUFACTURER'S COMPUTATIONS AND DESIGN / LAYOUT. REFER TO SEPARATE DOCUMENTATION
- ALL EXTERNAL WALLS TO BE PROVIDED WITH DPC ON TOP OF TOP PLATES.
- ALL TIMBER FRAMING AND MEMBER SIZES TO BE IN ACCORDANCE WITH CURRENT AUSTRALIAN STANDARD AS1684 FOR TIMBER FRAMED CONSTRUCTION.
- WATERPROOFING TO WET AREAS TO BE AS PER DETAILS.

PROVIDE ANTI PONDING TO COMPLY WITH PART 3.5.2.5 OF THE BCA VOL. 2

PROVIDE ANTI PONDING TO COMPLY WITH PART 3.5.2.5 OF THE BCA VOL. 2



FIRE SEPARATION DETAIL - GUTTER ON HEBEL
1:10

NOTE:
THE SIDE PROFILE OF THE FRONT GARAGE EAVE SECTION WILL BE PROVIDED WITH A PRODUCT THAT HAS A MINIMUM FRL OF 60/60/60 FOR OUR ASSESSMENT.

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CONSTRUCTION DRAWINGS
PROJECT: SINGLE STOREY HOUSE
CLIENT: LAYTH
ADDRESS: LOT 7 ADDAI STREET, GREENVALE VIC 3059

REVISIONS

A	PRELIMINARY PLANS	10/02/2023	AT
B	FINAL PLANS	04/04/2023	AT
C			
D			

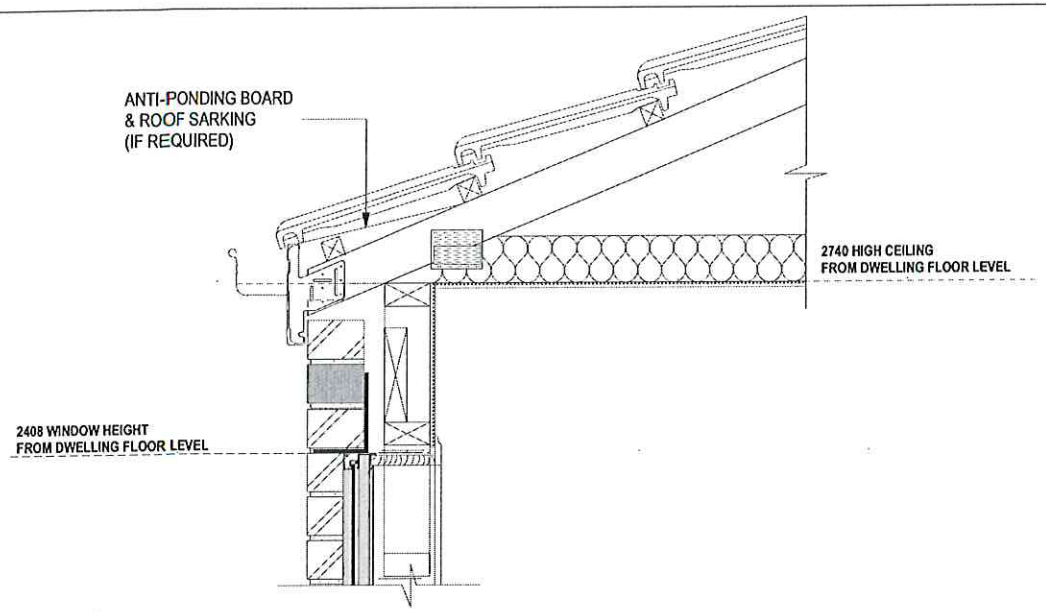
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SIGNED & STAMPED
REVIEWED BY: PARAS DELIYANNIS (REGISTERED PRACTITIONER)
REGISTRATION #: DPAD16500
DATE: 04/04/2023

DOCUMENT
LAYOUT TITLE: SECTION DETAILS 1
DOCUMENTOR: AYDIR TOMA

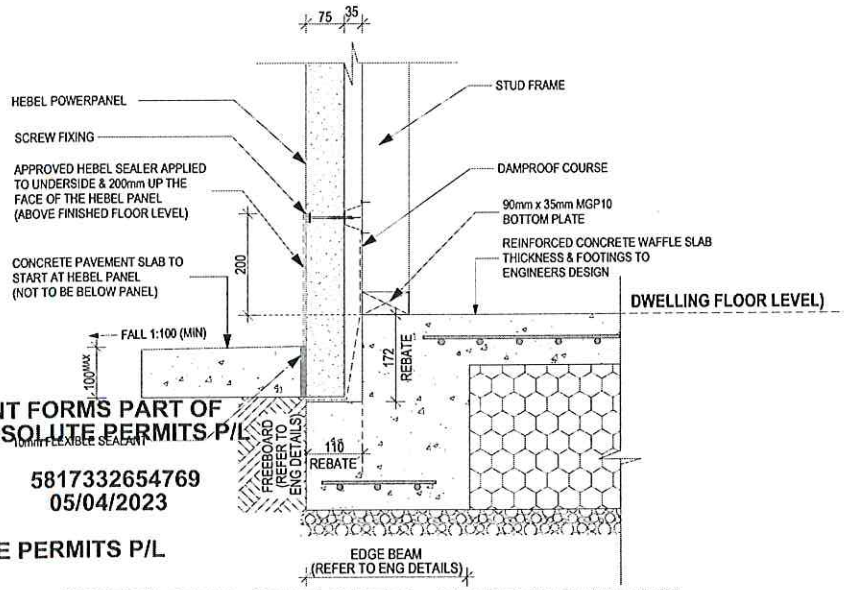
PROJECT No: DL2310
SCALE: 1:100, 1:10
DRAWING No: 8 OF 13

~~TERMITE BARRIERS ARE REQUIRED~~
IN THIS MUNICIPALITY
(Compliance with AS3660)

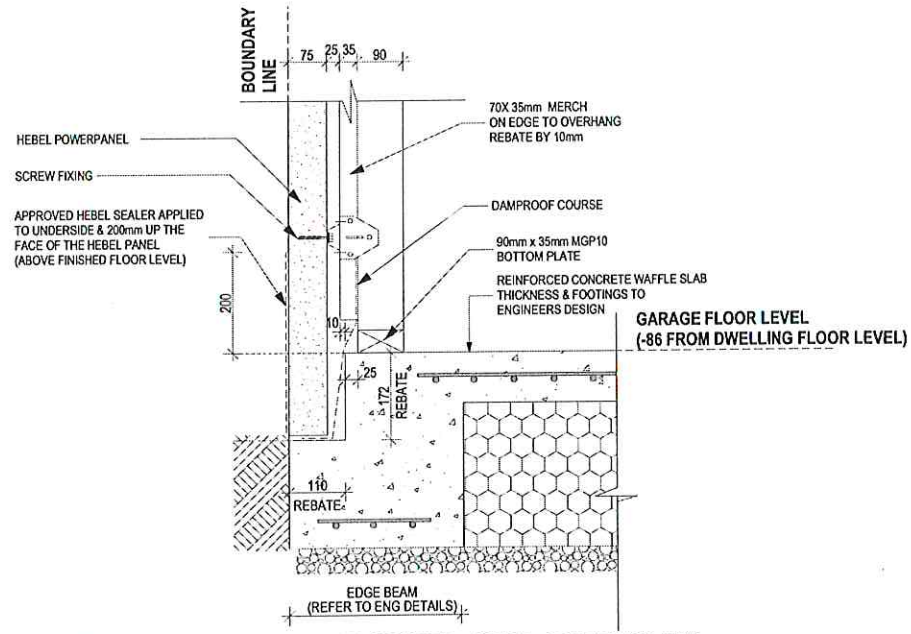


PROVIDE ANTI PONDING TO COMPLY WITH PART 3.5.2.5 OF THE BCA VOL. 2

STANDARD WINDOW HEIGHT - 0mm EAVE BRICK VENEER - 2740 HIGH CEILING - TILED ROOF
1:10



FOOTING JUNCTION DETAIL HEBEL VENEER - CONCRETE PAVEMENT
1:10



FOOTING JUNCTION DETAIL HEBEL VENEER - WALL ON BOUNDARY
1:10

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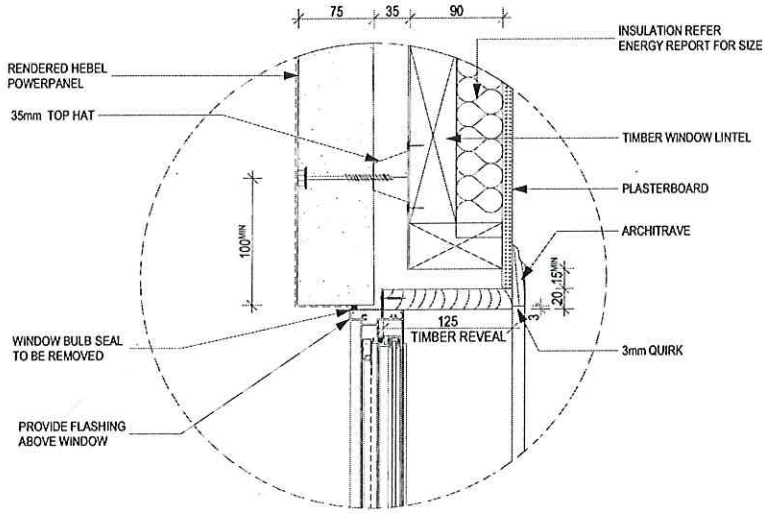
Permit No.: 5817332654769
Dated: 05/04/2023

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DESIGN LENS	© The Copyright of this design is the sole property of Design Lens and there is no implied licence for its use for any purpose. CAMPBELLFIELD, VIC. 3061 Email: designlens04@gmail.com Mob: 0469 558 563	**GENERAL NOTES** - WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE. - WINDOW SIZES AND LOCATIONS ARE NOMINAL AND MAY VARY TO MANUFACTURERS FRAME SIZES	**CONSTRUCTION DRAWINGS** PROJECT: SINGLE STOREY HOUSE CLIENT: LAYTH ADDRESS: LOT 7 ADDAI STREET, GREENVALE VIC 3059	**REVISIONS** A PRELIMINARY PLANS 10/02/2023 AT B FINAL PLANS 04/04/2023 AT C D	**NORTH**	**SIGNED & STAMPED** REVIEWED BY: PARAS DELIYANNIS (REGISTERED PRACTITIONER) REGISTRATION #: DPAD16500 DATE: 04/04/2023	**DOCUMENT** LAYOUT TITLE: DETAILS 1 DOCUMENTOR: AYDIR TOMA	PROJECT No: DL2310 SCALE: 1:10 DRAWING No: 9 OF 13

TERMITE BARRIERS ARE REQUIRED
IN THIS MUNICIPALITY
(Compliance with AS3660)



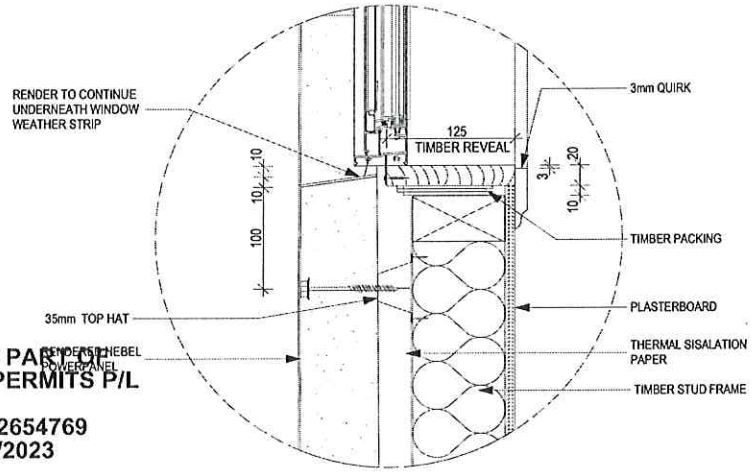
HEBEL HEADER DETAIL
1:5

SECTION NOTES
- THESE DRAWINGS TO BE READ IN CONJUNCTION WITH ENGINEER'S DRAWINGS AND COMPUTATIONS
- TIMBER ROOF TRUSSES AS PER MANUFACTURER'S COMPUTATIONS AND DESIGN / LAYOUT. REFER TO SEPARATE DOCUMENTATION.
- ROOF TRUSSES TO BE PLACED DIRECTLY ON TOP OF TOP PLATES.
- ALL TIMBER FRAMING AND MEMBER SIZES TO BE IN ACCORDANCE WITH CURRENT AUSTRALIAN STANDARD AS1684 FOR TIMBER FRAMED CONSTRUCTION.
- WATERPROOFING OF WET AREAS TO BE AS PER DETAILS.

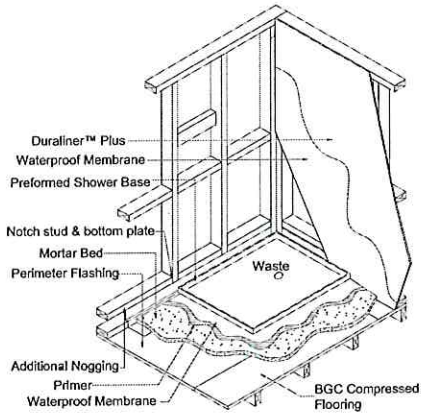
PROVIDE ANTI PONDING TO COMPLY WITH PART 3.5.2.5 OF THE BCA VOL. 2

WALL ON BOUNDARY TO HAVE "NON-COMBUSTIBLE" MATERIAL TO THE UNDERSIDE OF THE ROOF

PROVIDE ANTI PONDING TO COMPLY WITH PART 3.5.2.5 OF THE BCA VOL. 2



HEBEL SILL DETAIL
1:5



TYPICAL WATERPROOFING DETAIL
1:20

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Dated: 05/04/2023

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CONSTRUCTION DRAWINGS
PROJECT: SINGLE STOREY HOUSE
CLIENT: LAYTH
ADDRESS: LOT 7 ADDAI STREET, GREENVALE VIC 3059

REVISIONS

A	PRELIMINARY PLANS	10/02/2023 AT
B	FINAL PLANS	04/04/2023 AT
C		
D		

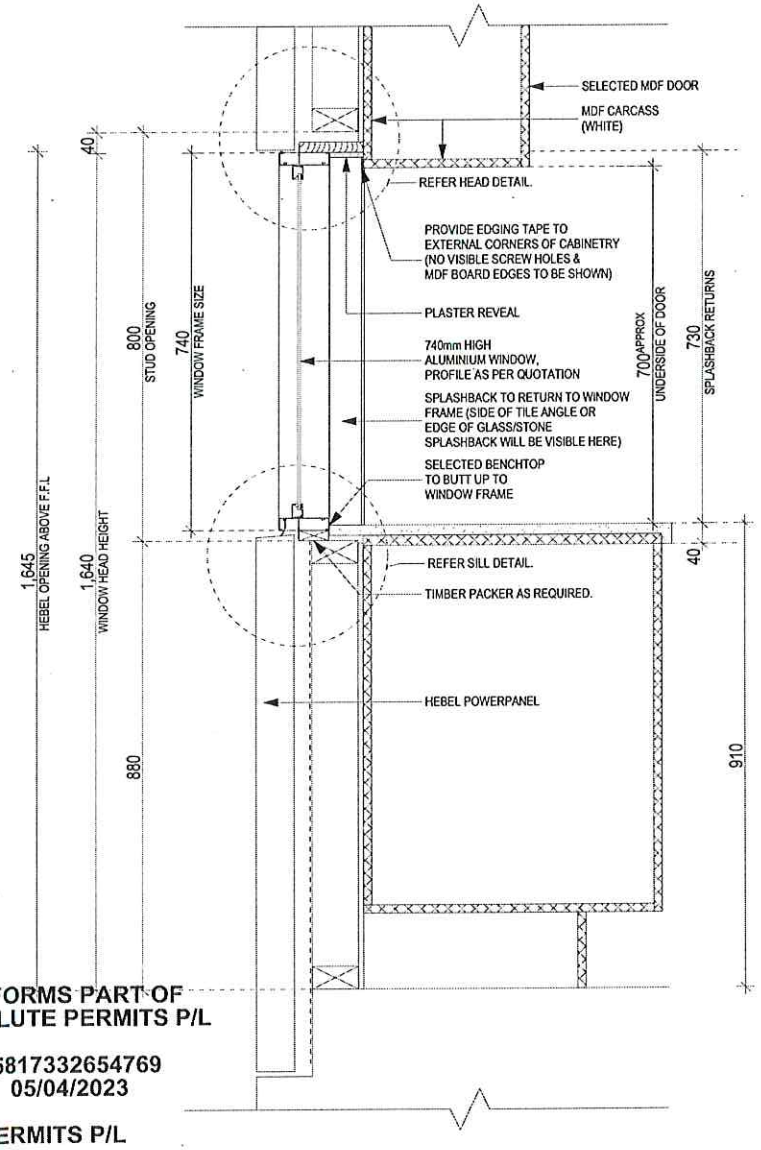
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REVIEWED BY: PARAS DELIYANNIS (REGISTERED PRACTITIONER)
REGISTRATION #: DPAD16500
DATE: 04/04/2023

DOCUMENT
LAYOUT TITLE: DETAILS 2
DOCUMENTOR: AYDIR TOMA

PROJECT No: DL2310
SCALE: 1:20, 1:10, 1:5
DRAWING No: 10 OF 13

TERMITE BARRIERS ARE REQUIRED
IN THIS MUNICIPALITY
(Compliance with AS3660)



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Permit No.: 5817332654769
Dated: 05/04/2023

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KITCHEN SPLASHBACK WINDOW 910mm HIGH BENCHTOP - HEBEL VENEER

1:10

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CONSTRUCTION DRAWINGS

PROJECT: SINGLE STOREY HOUSE
CLIENT: LAYTH
ADDRESS: LOT 7 ADDAI STREET, GREENVALE VIC 3059

REVISIONS

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SIGNED & STAMPED

REVIEWED BY: PARAS DELIYANNIS (REGISTERED PRACTITIONER)
REGISTRATION #: DPAD16500
DATE: 04/04/2023

DOCUMENT

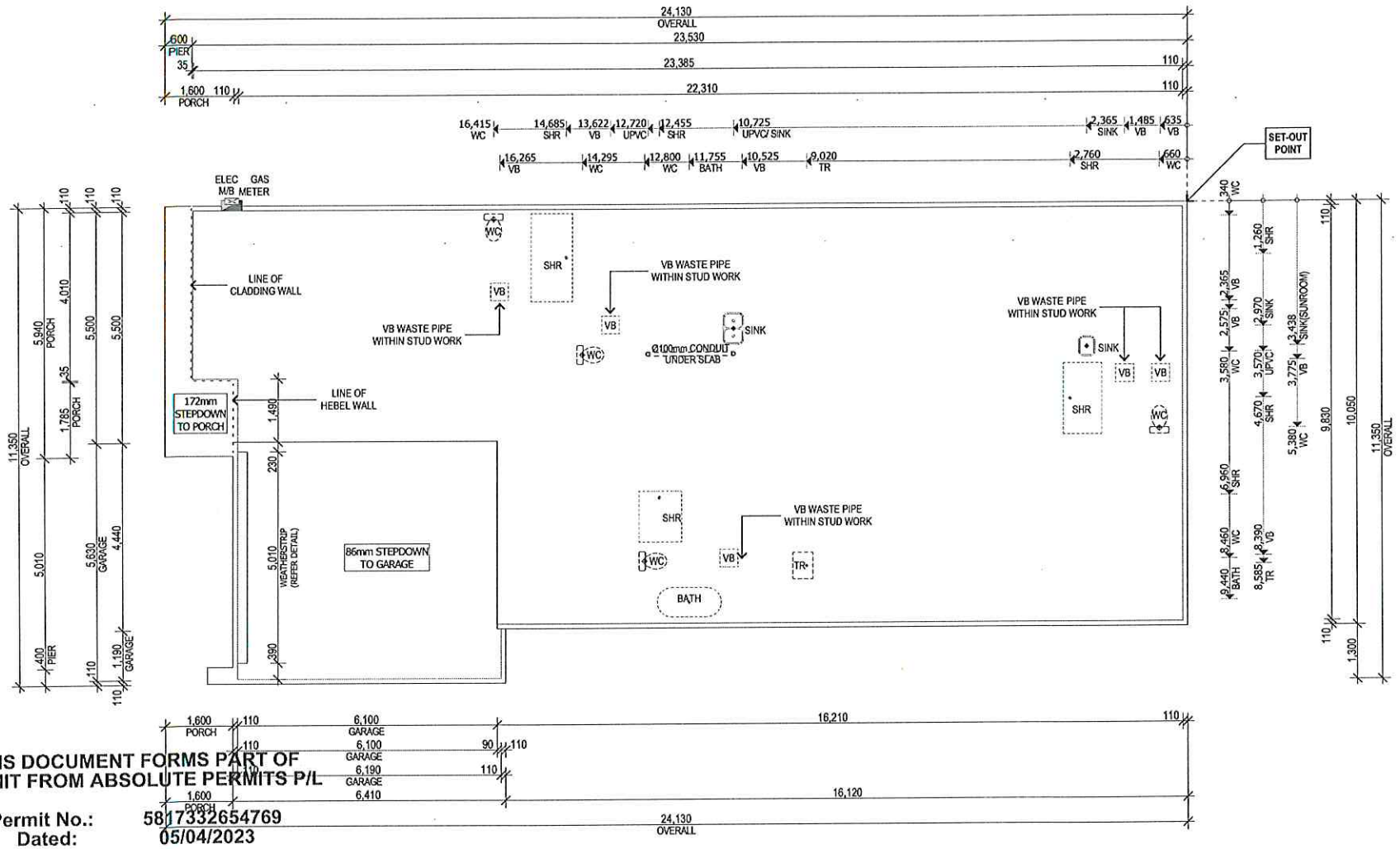
LAYOUT TITLE: DETAILS 3
DOCUMENTOR: AYDIR TOMA

PROJECT No: DL2310
SCALE: 1:10, 1:5
DRAWING No: 11 OF 13

TERMITE BARRIERS ARE REQUIRED
THIS IS MANDATORY
(Compliance AS3660)

CONCRETE WAFFLE RAFT SLAB
WITH 172mm REBATE (TYPICAL) AS PER STRUCTURAL ENGINEER'S DESIGN & DETAILS

GENERAL NOTES
- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE.
- WALL PLUMBING DIMENSIONS ARE TO CENTRE OF WASTE UNLESS OTHERWISE NOTED
- THIS PLAN IS TO BE READ IN CONJUNCTION AND CROSS REFERENCED WITH FLOOR PLANS.
- REFER TO STRUCTURAL ENGINEER'S DESIGN & DETAILS.

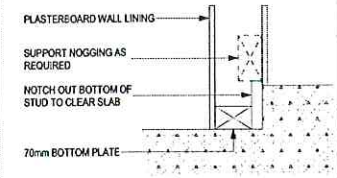


EXCLUSION ZONE
STORMWATER
•STORMWATER PIPES TO BE INSTALLED 600mm FROM PERIMETER OF BUILDING AND CONNECTED TO LEGAL POINT OF DISCHARGE. A NO GO ZONE IS IN PLACE 150mm EITHER SIDE OF THE STORMWATER PIPES
SEWER
•REFER PROPERTY SERVICES DRAINAGE PLAN FOR SEWER MAINS AND BRANCH LOCATION

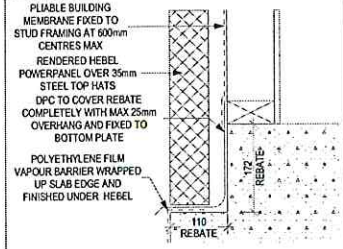


NOTE
IT IS THE RESPONSIBILITY OF THE OWNER TO CHECK FOR UNDERGROUND PIPES PRIOR TO ANY EARTHWORKS CONDUCTED AFTER HANDOVER. THE BUILDER WILL NOT BE LIABLE FOR DAMAGE TO EXISTING PIPES BY THE OWNER AFTER HANDOVER.

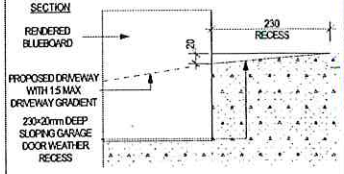
GARAGE STEP DOWN



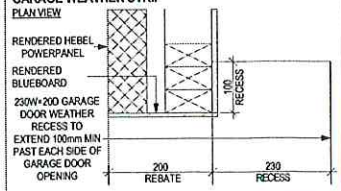
HEBEL REBATE



GARAGE WEATHER STRIP
SECTION



GARAGE WEATHER STRIP
PLAN VIEW



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CONSTRUCTION DRAWINGS
PROJECT: SINGLE STOREY HOUSE
CLIENT: LAYTH
ADDRESS: LOT 7 ADDAI STREET, GREENVALE VIC 3059

REVISIONS

A	PRELIMINARY PLANS	10/02/2023	AT
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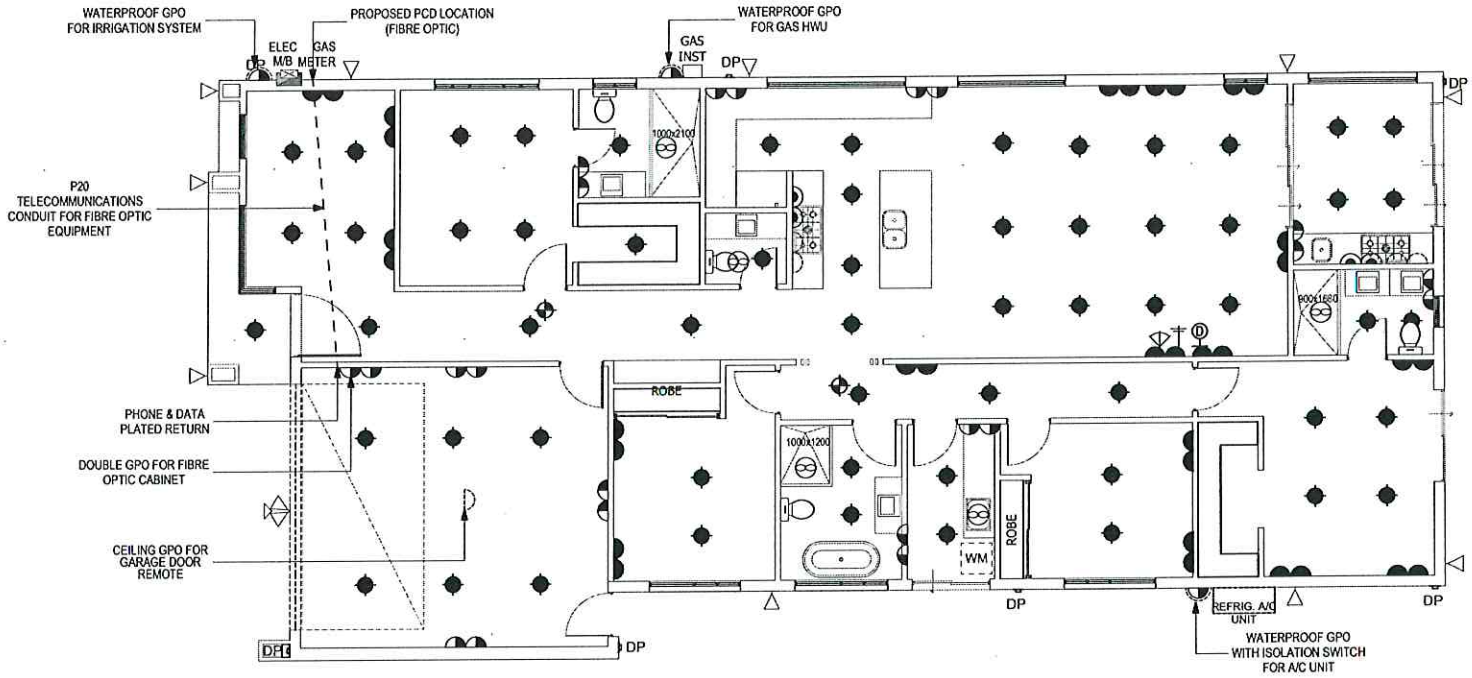
SIGNED & STAMPED
REVIEWED BY: PARAS DELIYANNIS (REGISTERED PRACTITIONER)
REGISTRATION #: DPAD16500
DATE: 04/04/2023

DOCUMENT
LAYOUT TITLE: SLAB LAYOUT PLAN
DOCUMENTOR: AYDIR TOMA

PROJECT No: DL2310
SCALE: 1:100, 1:10
DRAWING No: 12 OF 13

TERMITE BARRIERS ARE REQUIRED
IN THIS MUNICIPALITY
(Compliance with AS3660)

Drafting Electrical Legend			
	Ceiling Exhaust Fan	---	5
	Ceiling Light LV Recessed	8.00w	59
	Double Water Proof Flood With ...	---	1
	Water Proof Flood	---	10
	DBL GPO @ 1150	---	11
	DBL GPO @ 200	---	17
	DBL GPO @ 2000	---	2
	DBL GPO @ 650	---	2
	SNGL GPO @ 2000	---	1
	SNGL WP GPO @ 1150	---	3
D	Data Point	---	1
	Smoke Alarm	---	2
	Telephone Point	---	1
	Television Point	---	1
REFRIG. A/C UNIT	Evaporative Cooling Unit	---	1



* STRUCTURED CABLING - NBN CO FIBRE OPTIC BASIC PACK - SINGLE STOREY

Provide NBN Co basic fibre optic system including:

-25mm P20 Telstra conduit and bends with drawstring from nominated garage return location to below meter box
-2 pack cable
"Daisy Chained"

Note: Additional data points are patched to garage and additional phone points are

IT IS AT THE ELECTRICIAN DISCRETION IF HEATING AND COLLING OUTLETS TO BE RELOCATED AS REQUIRED

BUILDING CLASS	TOTAL AREA	TOTAL LIGHTS	TOTAL WATTAGE	WATTAGE M²	ALLOW WATTAGE	MAX. WATTAGE
HOUSE	198.88 M²	52	416W	2.09 M²	5.00W/M²	994.40W
OUT. AREA	4.99 M²	1	8W	1.60 M²	4.00W/M²	19.96W
GARAGE	36.15 M²	6	48W	1.32 M²	3.00W/M²	108.45W

NOTE:

- PERIMETER LIGHTS HAVE AN AVERAGE LIGHT SOURCE EFFICANCY OF NOT LESS THAN 40 LUMENS/W.
- HEAT LAMPS EXEMPT.
- ARTIFICIAL LIGHING TO COMPLY WITH 3.12.5.5 - ARTIFICIAL LIGHTING FROM THE B.C.A (NCC) 2011.

STANDARD CONNECTIONS:

- PROVIDE LIGHT POINT & SINGLE GPO IN ROOF SPACE
- WHERE INSTALLED, PROVIDE DIRECT POWER OUTLETS TO UNDER BENCH OVEN AND COOLING UNIT

GENERAL NOTES:

- LOCATIONS OF FIXTURES SHOWN ON PLANS ARE INDICTIVE ONLY AND MAY VARY DUE TO LOCATION OF STRUCTURAL MEMBERS AND TRUSS LAYOUTS
- LOCATIONS OF DUCTED HEATING AND AIR CONDITIONING POSITIONS MAY VARY ON SITE DUE TO MANUFACTURER'S SPECIFICATIONS.

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Dated: 05/04/2023

ABSOLUTE PERMITS P/L

BAL-12.5
Ensure all requirements for this BAL level are complied with

DESIGN LENS
CAMPBELLFIELD, VIC. 3061
Email: designlens04@gmail.com
Mob: 0469 558 563

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GENERAL NOTES

- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE.
- WINDOW SIZES AND LOCATIONS ARE NOMINAL AND MAY VARY TO MANUFACTURERS FRAME SIZES

CONSTRUCTION DRAWINGS

PROJECT: SINGLE STOREY HOUSE
CLIENT: LAYTH
ADDRESS: LOT 7 ADDAI STREET, GREENVALE VIC 3059

REVISIONS

A	PRELIMINARY PLANS	10/02/2023 AT
B	FINAL PLANS	04/04/2023 AT
C		
D		

NORTH

SIGNED & STAMPED

REVIEWED BY: PARAS DELIYANNIS (REGISTERED PRACTITIONER)
REGISTRATION #: DPAD16500
DATE: 04/04/2023

DOCUMENT

LAYOUT TITLE: ELECTRICAL PLAN
DOCUMENTOR: AYDIR TOMA

PROJECT No: DL2310
SCALE: 1:100, 1:1
DRAWING No: 13 OF 13

HUME CITY COUNCIL
ABN: 14 854 354 856

Your rates and valuation notice

For the period 1 July 2023 to 30 June 2024

Enquiries: 9205 2200

VICTORIA PRESTIGE HOMES PTY LTD
2/53 THE GATEWAY
BROADMEADOWS VIC 3047

023
I011188
R2_4449

PROPERTY NUMBER: 746813
PAYMENT REFERENCE: 7468135
DATE OF ISSUE: 31/08/2023

For emailed notices:
hume.enotices.com.au
Reference: E99354D5CN

PROPERTY DETAILS

6 ADDAI ST GREENVALE VIC 3059
Lot 7 PS 829035J Vol 12443 Fol 939
Owner Details: VICTORIA PRESTIGE HOMES PTY LTD

Site Value	Capital Improved Value	Net Annual Value
$425,000	$425,000	$21,250

Level of Value Date: 01/01/2023 AVPCC: 100-Vacant Residential Dwellin
Date Adopted for Rating Purposes: 01/07/2023
* Council has been appointed agent to collect these funds on behalf of the Victorian Government.

RATES, CHARGES AND REBATES

General Rate	0.0023143 x $425,000	$983.50
Public Waste Charge	$200.93	$200.93
Vic State Gov FSPL Residential Fixed*	$125.00	$125.00
Vic State Gov FSPL Residential Variable*	.000046 x $425,000	$19.50
Total Amount Due		**$1,328.93**

INSTALMENT 1
$332.93
Payable 30/09/2023
INSTALMENT 2
$332.00
Payable 30/11/2023
INSTALMENT 3
$332.00
Payable 29/02/2024
INSTALMENT 4
$332.00
Payable 31/05/2024

Scan here to pay

VISA mastercard Bank Account

HOW TO PAY

Avoid late payment interest by paying your rates on time. Payment plans are available.

BPAY (BPAY View Registration No: 7468135
Access Bpay via your internet banking
BILLER CODE: 12500
REF: 7468135

POST BILLPAY
BILLPAY CODE: 0862
REF: 7468135

*862 7468135

ONLINE OR PHONE
Call 13 18 16 or visit hume.vic.gov.au/pay

DIRECT DEBIT
Register online at hume.vic.gov.au/rates to arrange automatic payment of your account

IN PERSON
Pay at your nearest Council Customer Contact Centre in Broadmeadows, Craigieburn or Sunbury or visit your nearest Post Office.

MAIL
Send this slip with your cheque made payable to: Hume City Council, PO Box 119 Dallas 3047

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

19th February 2024

Vicland Conveyancing

Dear Vicland Conveyancing,

RE: Application for Water Information Statement

Property Address:	6 ADDAI STREET GREENVALE 3059
Applicant	Vicland Conveyancing
Information Statement	30829363
Conveyancing Account Number	2400680000
Your Reference	

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate
- Build Over Easement

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Chris Brace
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

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yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	6 ADDAI STREET GREENVALE 3059

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

YARRA VALLEY WATER
ABN 93 066 902 501

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yvw.com.au

Melbourne Water Property Information Statement

Property Address	6 ADDAI STREET GREENVALE 3059

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

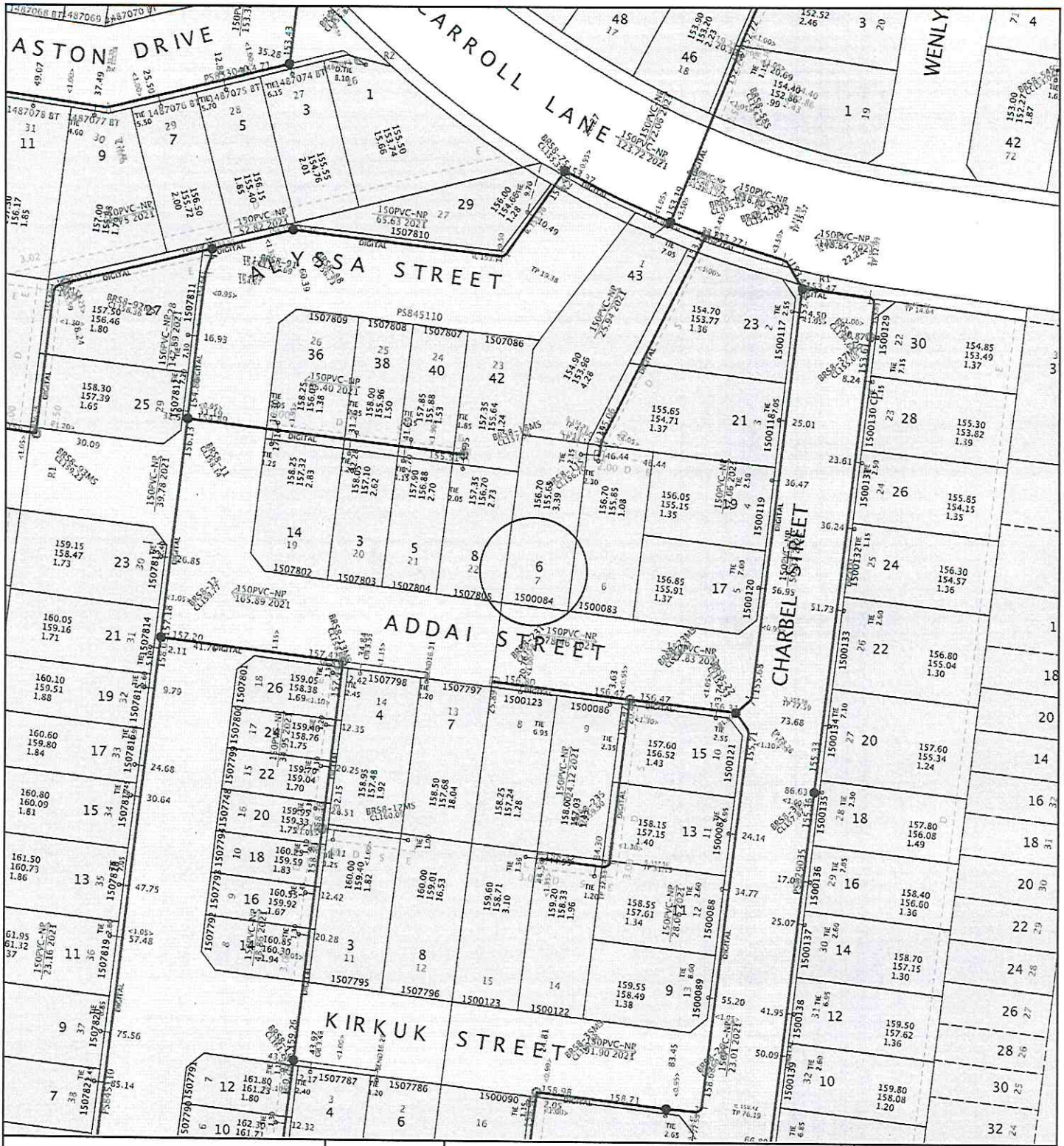
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



Yarra Valley Water **Information Statement Number: 30829363**	**Address**	6 ADDAI STREET GREENVALE 3059	Yarra Valley Water ABN 93 066 902 501
	Date	19/02/2024	N
	Scale	1:1000	

Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
- Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
- Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
- Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

31st May 2023

Application ID: 586470

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Water

Required Services

Product	Qty
New Estate Connect-Drinking Water (incl meter w/lock)	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1500084

Conditions of Connection Details

GENERAL

In these conditions the terms,
(a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
(b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.
It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:
- Plumbing Regulations 1998 (Vic);
- Water Industry Regulations 2006 (Vic);
- Building Act 1993 (Vic);
- Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

WATER

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be

installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tappings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Waters contractor Mondo on 1300 735 328. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Mondo.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 735 328. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable) to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:
a) Must be within 2 metres of the title boundary that abuts the water main
b) Must be fitted at right angles to the water main, in line with the tapping
c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
d) Must not be encased in concrete surrounds
e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water

website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

DAMAGED OR STOLEN METERS

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

SEWER

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection point within the property, Yarra Valley Water (YVW) approves the connection point of the YVW sewer to be located in a road reserve outside the property and raised to surface with an appropriate approved cover. The sewer connection point must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer connection points at the site must be cut and sealed by a YVW accredited live sewer contractor.

Ownership boundaries for the sewer connection point can be found at https://www.yvw.com.au/faults-works/responsibilities/repair-responsibilities

Following the completion of a new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au. Photographs of plans are not acceptable.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made. We may also amend these conditions from time to time if we consider that it is necessary to:
- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services: or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.
You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
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F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Vicland Conveyancing
Info@Viclandconveyancing.Com.Au

RATES CERTIFICATE

Account No: 6343948046
Rate Certificate No: 30829363

Date of Issue: 19/02/2024
Your Ref:

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
6 ADDAI ST, GREENVALE VIC 3059	7\PS829035	5279349	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2024 to 31-03-2024	$20.04	$20.04
Residential Water and Sewer Usage Charge *Step 1 – 14.000000kL x $3.34380000 = $46.81* Estimated Average Daily Usage $0.51	08-09-2023 to 09-12-2023	$46.81	$0.00
Residential Sewer Service Charge	01-01-2024 to 31-03-2024	$114.46	$114.46
Parks Fee *	01-01-2024 to 31-03-2024	$21.10	$21.10
Drainage Fee	01-01-2024 to 31-03-2024	$29.38	$29.38
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$184.98

* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

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E enquiry@yvw.com.au
yvw.com.au

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Property No: 5279349

Address: 6 ADDAI ST, GREENVALE VIC 3059

Water Information Statement Number: 30829363

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 63439480467

Amount Paid		Date Paid		Receipt Number	

Yarra Valley Water

31st May 2023

Laith Audish
Victoria Prestige Home Pty Ltd
care of
oz_wsd@yahoo.com

Dear Laith Audish,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	588377
Property Address	6 ADDAI STREET GREENVALE 3059
Service Location ID	5279349

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **may proceed subject to the following conditions.**

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

Build Over Condition Summary *
Brick Fences and Retaining Walls including any interlocking block walls • can build over the sewer branch servicing the property and 600mm horizontal and vertical clearance is required
Driveways & Paving (Plain Concrete Only) for a Residential Property (Please Note Ramps over sewer mains are not allowed) • can build over any sewer branch, 750mm vertical clearance is required and the inspection shaft (27A) must be extended to surface level
Excavation & Landscaping • can be undertaken over the sewer branch servicing the property and 600mm horizontal and vertical clearance is required, maximum fill over the sewer branch is 1m

*** Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.**

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

If you have any enquiries, please email us at easyaccess@yvw.com.au or for further information visit http://www.yvw.com.au/help-advice/develop-build. Alternatively you can contact us on 1300 651 511.

Yours sincerely,



Joe Gargaro

Divisional Manager, Development Services

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any brick fences and retaining walls including any interlocking block walls in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plans 'D' for this structure.

For structures adjacent to the property connection branch the following conditions apply

2. A minimum 600 mm horizontal clearance between the proposed works/ foundations and the property connection branch.
3. Pad footings/foundations are permitted.
4. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
5. Driven Piles are not permitted.

For structures traversing the property connection branch, the following additional conditions apply

6. Pier and beam footings/ foundation traversing the sewer main must be a minimum 600 mm away but no further than 1 m
7. Foundations traversing the property connection branch must maintain a minimum 600 mm vertical clearance

For any excavation and landscaping for a residential property in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'D for this structure.
2. The proposed structure can be built over the property connection branch. A minimum 600 mm horizontal clearance between the proposed works/ foundations and the property connection branch is required.
3. A minimum vertical cover of 600 mm over the property connection branch is required.
4. Maximum fill allowed over property connection branch is 1.0 m
5. Pad footings/ foundations are permitted
6. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that additional load will be placed on the property connection branch by the structure
7. Pier and beam foundations traversing the property connection branch must be a minimum of 600 mm from the property connection branch but no further away than 1000 mm.
8. Driven piles are not permitted.

For any driveways and paving (plain concrete only) for a residential property in the vicinity of a property connection branch servicing the property, the following conditions apply:

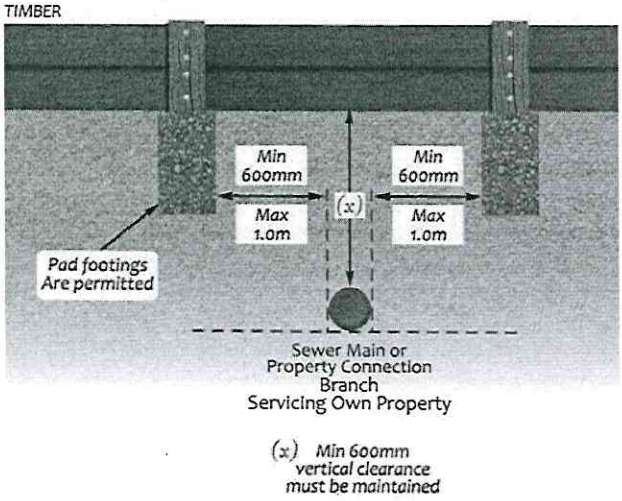
1. Refer to attached plan 'F' for this structure
2. A minimum 750 mm vertical cover is to be maintained over the property connection branch
3. Ramps over sewer property connection branches are not permitted.
4. No additional load is to be placed on the property connection branch by the works
5. The inspection shaft (27A) must be extended to surface. It must be fitted with an approved screw cap located below an appropriate cover for vehicle loading where required. In driveways and paved areas set the cover flush with the concrete/paving. Raising the (27A) to surface may be undertaken by a licenced plumber.

6. If the horizontal clearance is 600mm or greater from the property connection branch servicing the property, there is no requirement to raise the (27A) to surface.

RETAINING WALLS

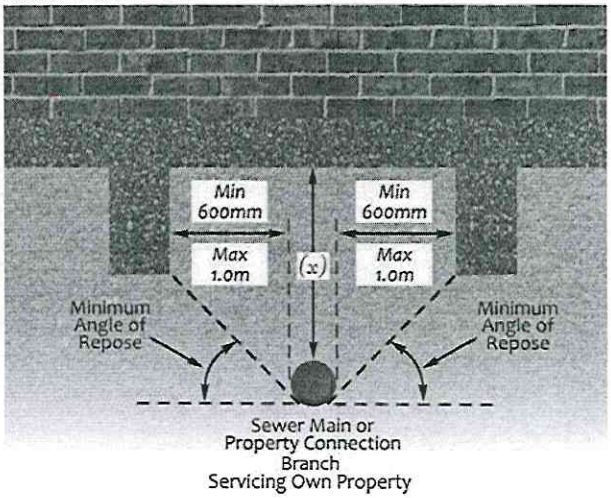
RETAINING WALLS

TIMBER



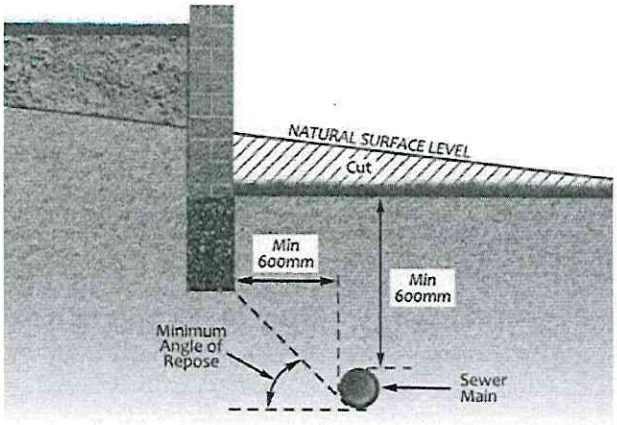
(x) Min 600mm vertical clearance must be maintained

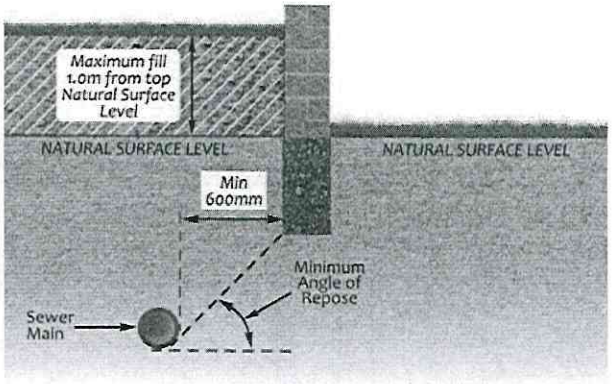
BRICK



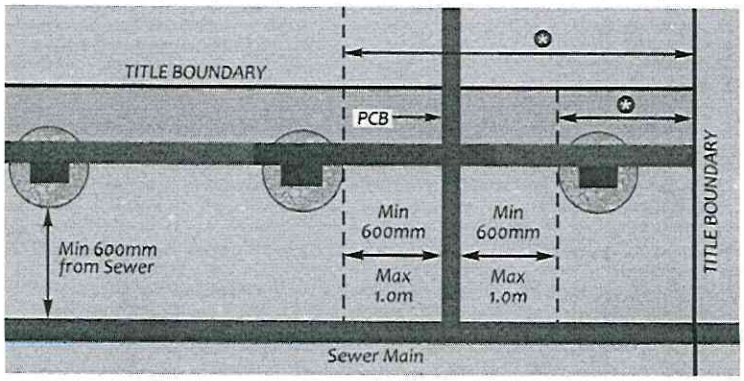
EXCAVATION - CUT & FILL

ADJACENT TO SEWER



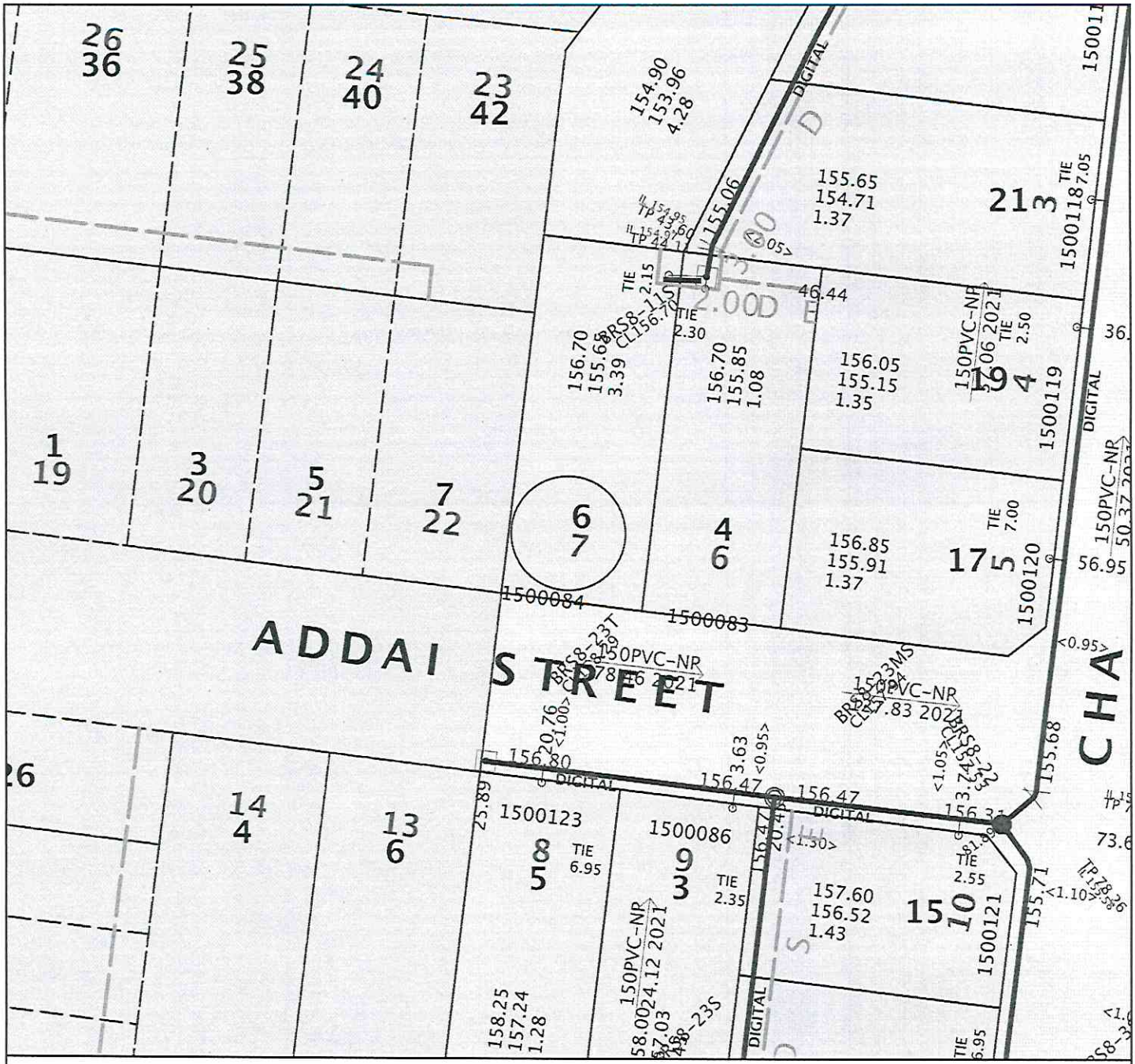


RETAINING WALLS - TIMBER OR BRICK
PROPERTY CONNECTION BRANCH SERVICING OWN PROPERTY



PCB - Property Connection Branch

✪ - Measurements required with plans submitted



Yarra Valley Water
Sewer Branch
Asset Map

Address 6 ADDAI STREET GREENVALE 3059

Date	31/05/2023
Scale	1:500

N

Yarra Valley Water
ABN 93 066 902 501

Disclaimer: This Sewer Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

Existing Title		Access Point Number	GLV2-42
Proposed Title		Circular Manhole	
Sewer Branch		Gas Check Manhole	
Existing Sewer		Inspection Shaft	
Sewer Pipe Flow		Pipe Junction	
Sewer Offset	<1.00>	Maintenance Shaft	
Abandoned Sewer		Maintenance Chamber	
Long Branch Reducer		End of Pipe	

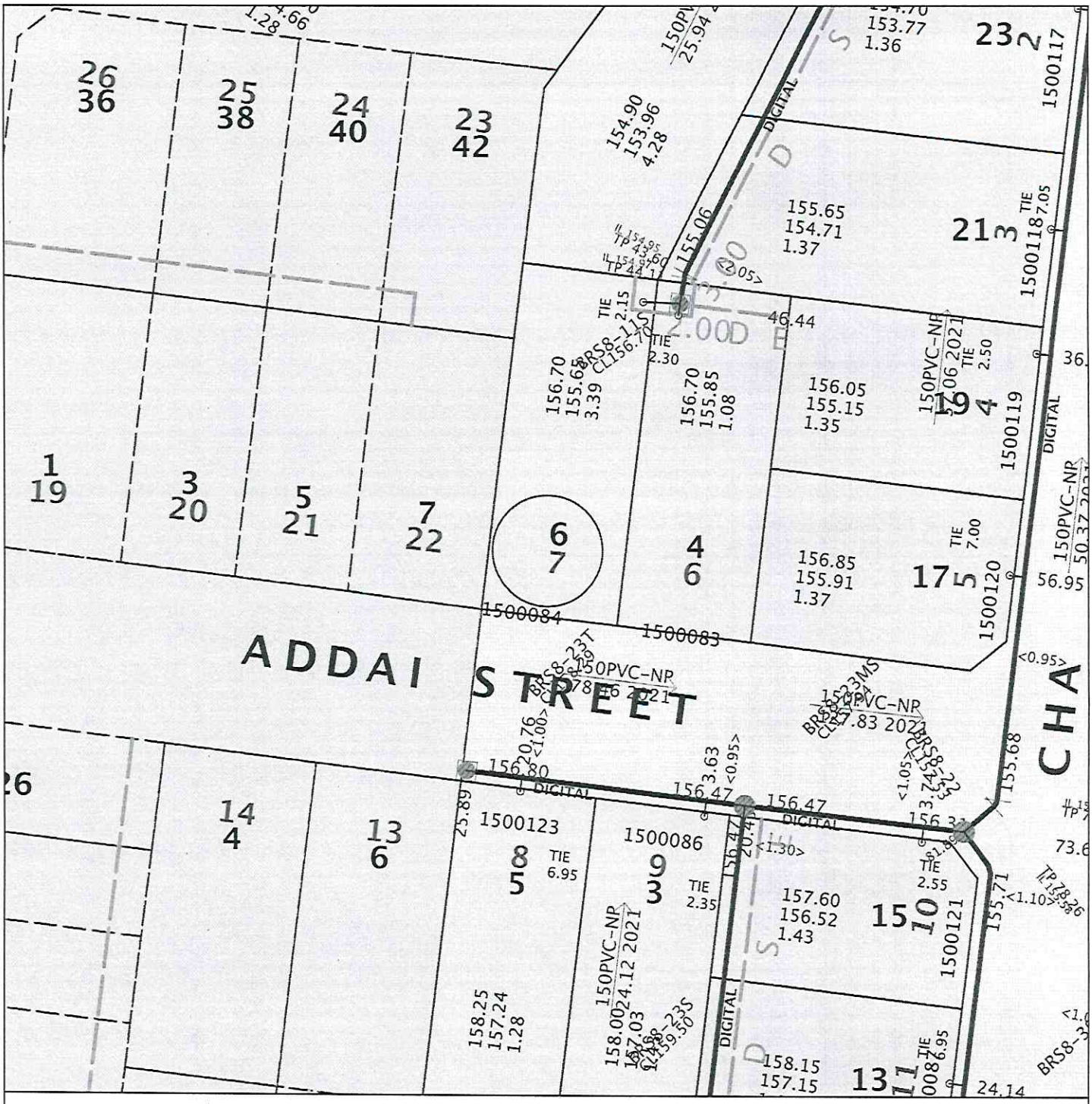
Abbreviation Pipe Material

VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Branch Size: 100
Branch Material: PVC-NP
Branch Depth (m): 1.05
Branch Length (m): 3.39

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
YVW Ref: 5279349



Yarra Valley Water	**Address**	6 ADDAI STREET GREENVALE 3059	
Build Over Plan Reference: Plan D	**Date**	31/05/2023	N
General Structures	**Scale**	1:500	

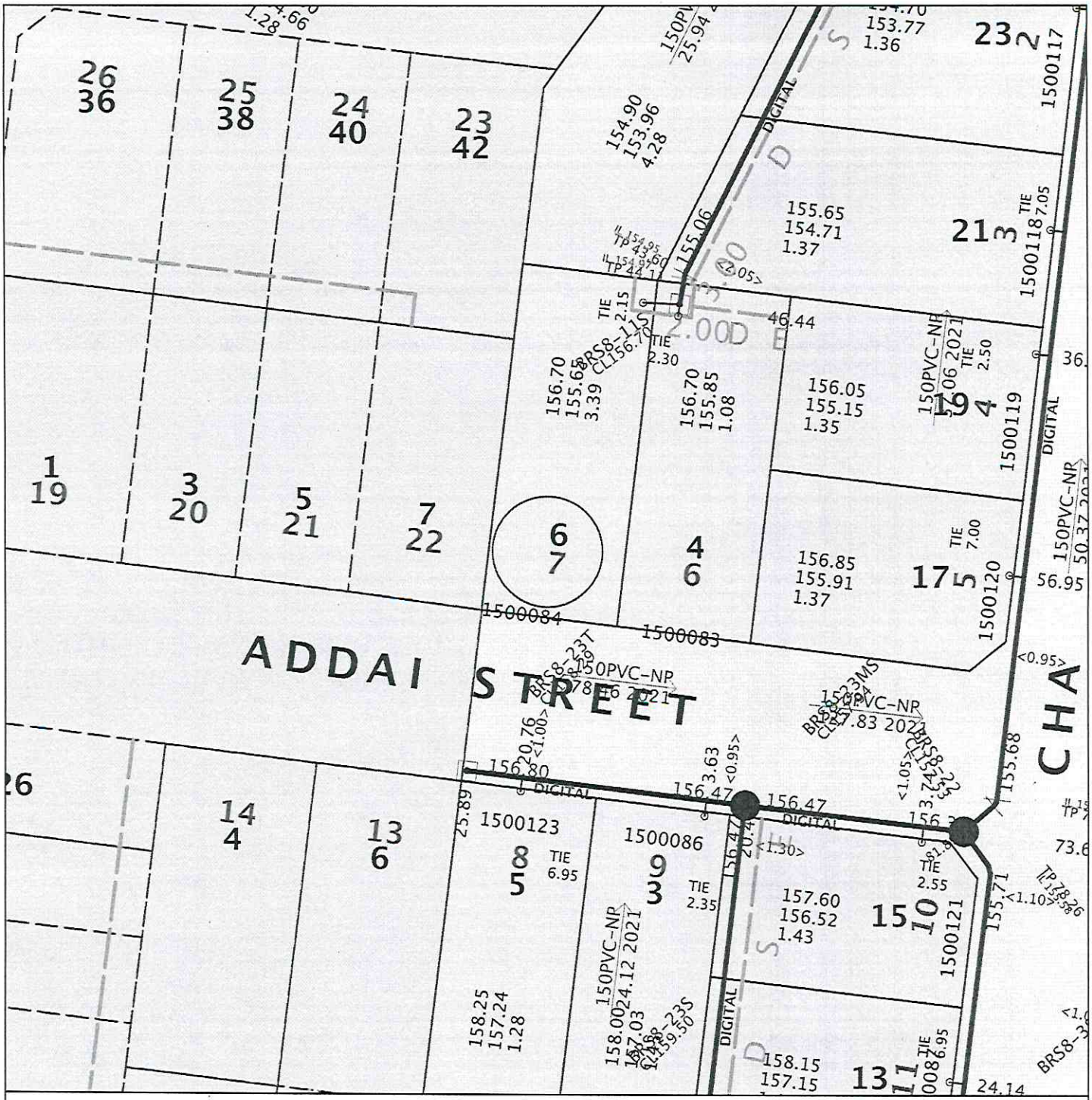
Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water
ABN 93 066 902 501

Yarra Valley Water Application ID: 588377

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area	○	Your property's identification on the plan.
Orange line	- - - -	Boundary of easement.
Red shaded area	▨	Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area	▨	Assets and area that cannot be built over.
Green highlighted assets	━	Asset or easement that can be built over subject to conditions specified.



Yarra Valley Water
Build Over Plan Reference: Plan F
Driveways and paving

Address 6 ADDAI STREET GREENVALE 3059

Date	31/05/2023
Scale	1:500

N

Yarra Valley Water
ABN 93 066 902 501

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water Application ID: 588377

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area	○	Your property's identification on the plan.
Orange line	- - - -	Boundary of easement.
Red shaded area	▨	Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area	▨	Assets and area that cannot be built over.
Green highlighted assets	━	Asset or easement that can be built over subject to conditions specified.

CONDITIONS APPLICABLE TO THIS APPLICATION:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.

2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.

3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.

4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.

5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.

6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.

7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.

9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works.YVW will not repair or reinstate the Owner's Works.

10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.

11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.

12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.

13. Our imposition of conditions does not affect the rights of any other parties over the area in question.

14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.

15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

    If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website easyACCESS Land Development Hub.

16. These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

RESPONSIBILITY OF SEWER CONNECTION POINTS

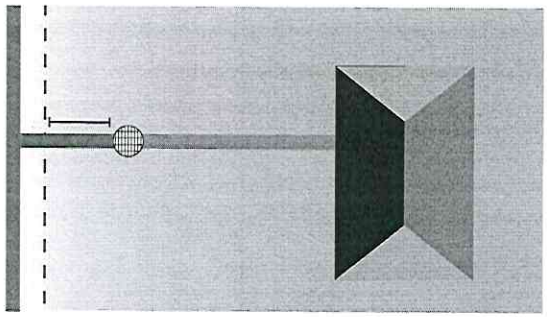
Yarra Valley Water

Yarra Valley Water's (YVW) responsibility of the sewer connection point is dependent on the location of the sewer main and the first Inspection Opening (I.O), which may be above or below ground. YVW and property owner responsibilities for the sewer connection points are outlined below.

STAND ALONE RESIDENCE

Sewer connection point where the sewer main is **outside** the property.

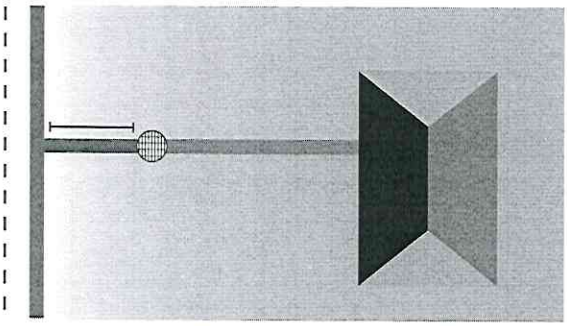
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



STAND ALONE RESIDENCE

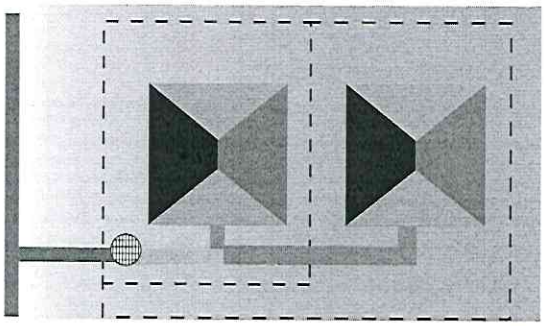
Sewer connection point where the sewer main is **inside** the property.

YVW responsibility ends at the I.O. or up to 1 metre from the sewer main (whichever is less).



COMBINED PRIVATE PLUMBING (UNITS, NEIGHBORING PROPERTIES)

YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



KEY

- Property owner responsibility
- Combined property owner responsibility
- YVW responsibility
- Boundary of property
- Inspection opening (may be below ground or at surface level)
- Building / structure

YVW.COM.AU EMAIL: ENQUIRY@YVW.COM.AU
GENERAL ENQUIRIES: 1300 304 688 EMERGENCIES & FAULTS: 13 2762 LANGUAGE ASSISTANCE: 1300 976 224
Yarra Valley Water, Lucknow Street, Mitcham. Private Bag 1, Mitcham Victoria 3132

PROPERTY REPORT

Energy, Environment and Climate Action

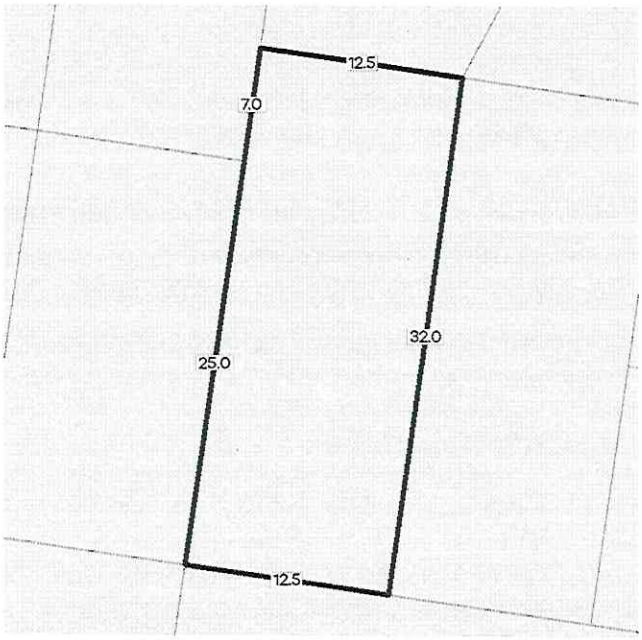
From www.land.vic.gov.au at 19 February 2024 04:36 PM

PROPERTY DETAILS

Address:	**6 ADDAI STREET GREENVALE 3059**
Lot and Plan Number:	**Lot 7 PS829035**
Standard Parcel Identifier (SPI):	**7\PS829035**
Local Government Area (Council):	**HUME** www.hume.vic.gov.au
Council Property Number:	**746813**
Directory Reference:	**Melway 178 H10**

SITE DIMENSIONS

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



Area: 400 sq. m
Perimeter: 89 m
For this property:
—— Site boundaries
—— Road frontages

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

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

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**GREENVALE**

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - Planning Property Report

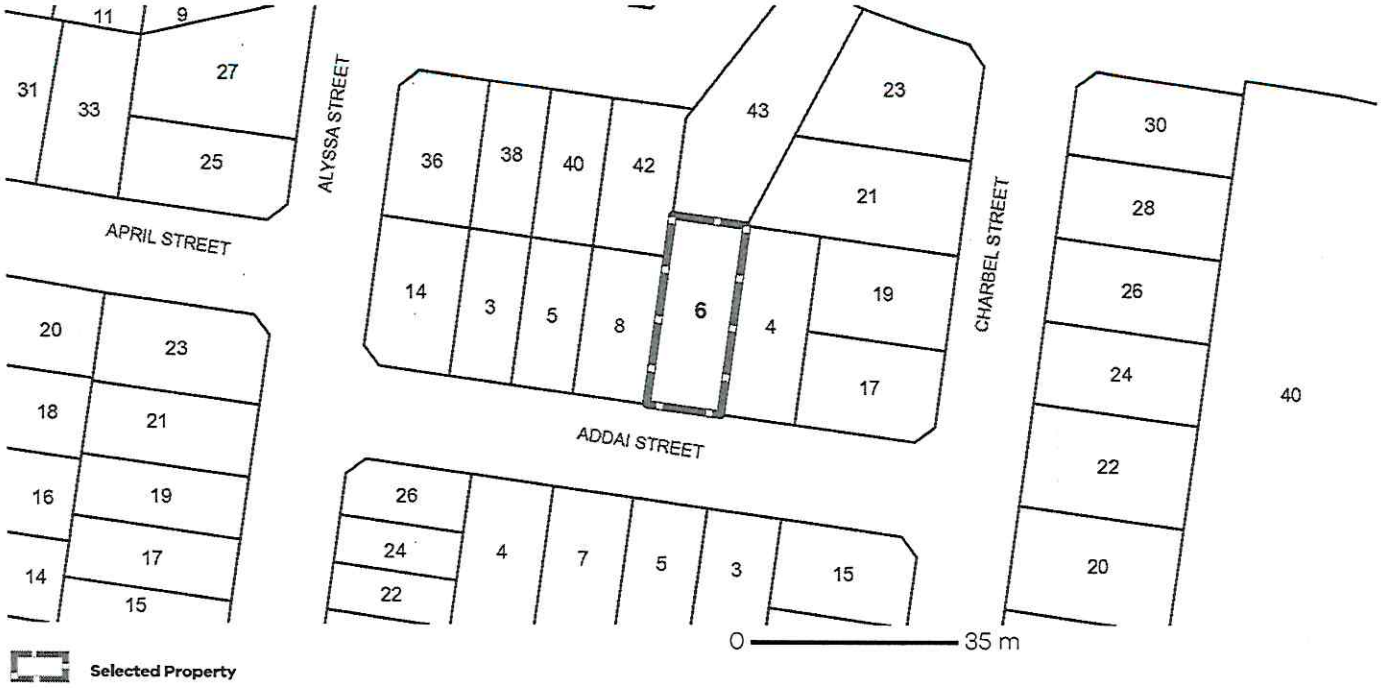
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 19 February 2024 04:36 PM

PROPERTY DETAILS

Address:	**6 ADDAI STREET GREENVALE 3059**
Lot and Plan Number:	**Lot 7 PS829035**
Standard Parcel Identifier (SPI):	**7\PS829035**
Local Government Area (Council):	**HUME**
Council Property Number:	**746813**
Planning Scheme:	**Hume**
Directory Reference:	**Melway 178 H10**

www.hume.vic.gov.au

Planning Scheme - Hume

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:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**GREENVALE**

OTHER

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

View location in VicPlan

Note

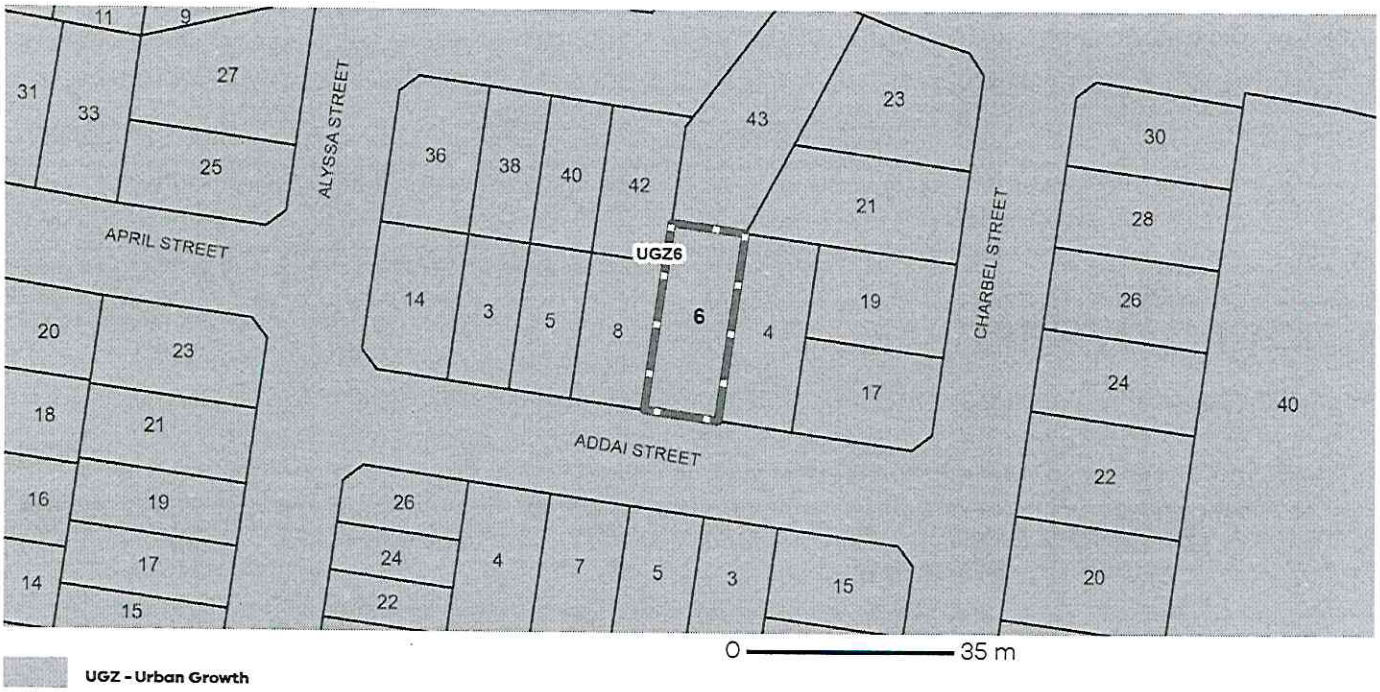
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

For more information about this project go to Victorian Planning Authority

Planning Zones

URBAN GROWTH ZONE (UGZ)

URBAN GROWTH ZONE - SCHEDULE 6 (UGZ6)



UGZ - Urban Growth

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

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 6 (DCPO6)



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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

BUSHFIRE MANAGEMENT OVERLAY (BMO)



BMO - Bushfire Management Overlay

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

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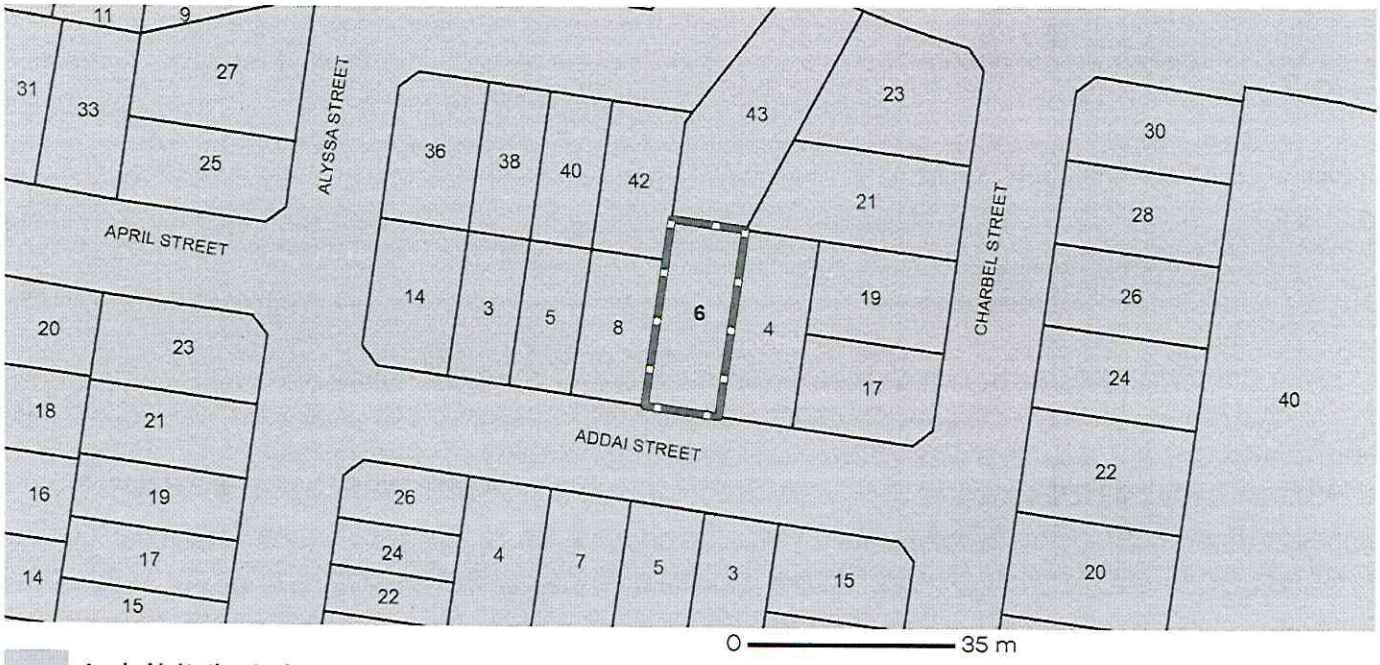
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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Growth Area Infrastructure Contribution

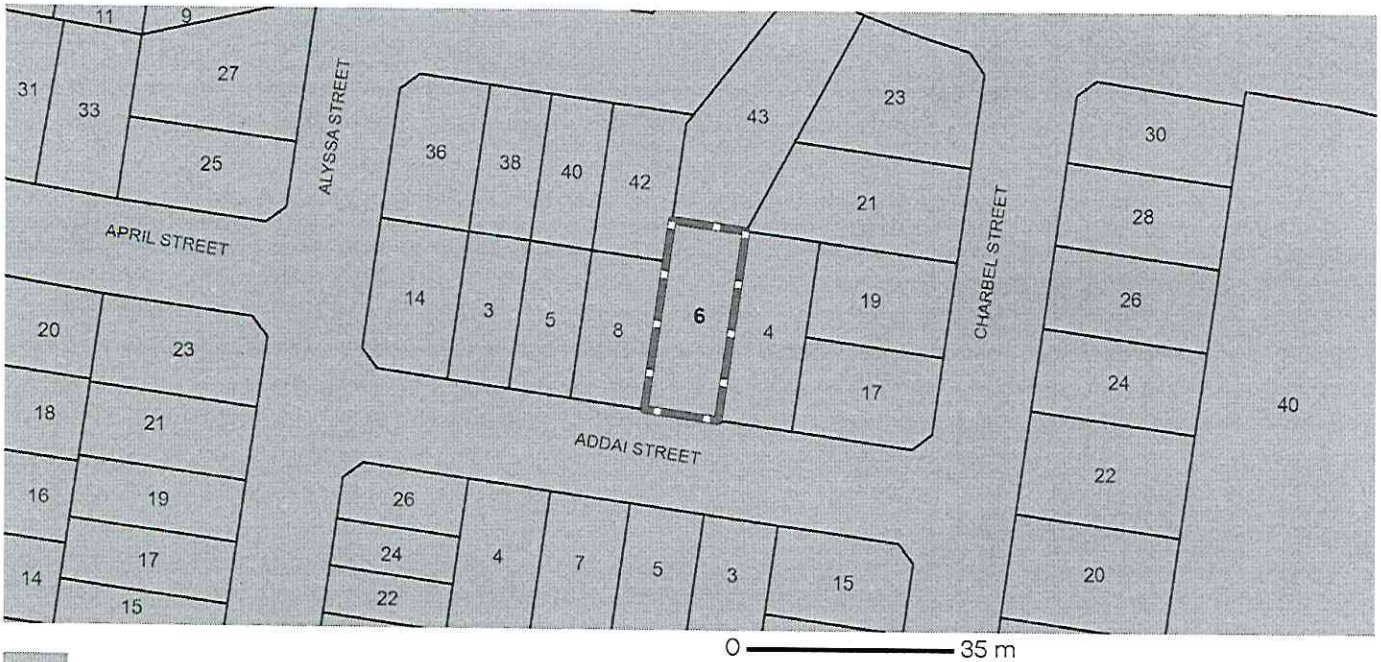
This property is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.
For more information about this contribution go to Victorian Planning Authority



Land added to the UGB since 2005

Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999.
Follow the link for more details: https://nvim.delwp.vic.gov.au/BCS



Melbourne Strategic Assessment Area

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Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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

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

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

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PLANNING PROPERTY REPORT

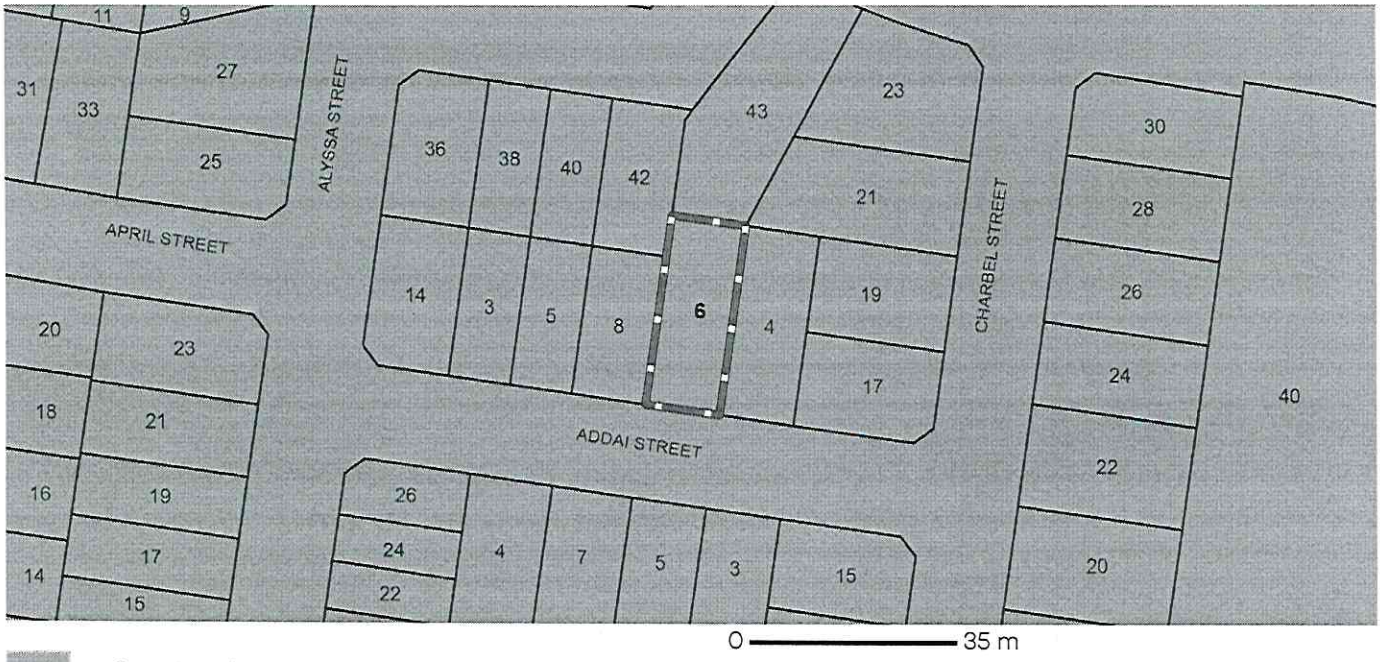
Environment, Land, Water and Planning

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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.

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Vendor's Statement

VICTORIA PRESTIGE HOME PTY LTD (ACN 611 442 801)
Vendor

6 ADDAI STREET, GREENVALE 3059
Property

Vicland Conveyancing
Office 8/315 Barry Road
Campbellfield 3061

Tel : 9357 7500
Fax: 9357 9353
Our ref: 25080
info@viclandconveyancing.com.au