

# Contract of Sale of Land

Property:

**1172 PLENTY Road, Bundoora VIC 3083**

**Link West Conveyancing**  
45/JUPITER DRIVE  
TRUGANINA VIC 3029  
Tel: 0490 118 948  
Ref: JL:06755

# Contract of Sale of Land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

## Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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

# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....  
..... on ...../...../2023

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

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

This offer will lapse unless accepted within [            ] clear business days (3 clear business days if none specified)  
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....  
..... on ...../...../2023

**Print names(s) of person(s) signing:**    XIAOLING FANG .....

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

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

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# Particulars of Sale

## Vendor's estate agent

Name: Nelson Alexander Real Estate-MONICA CHEN  
Address: 1/154 Upper Heidelberg Road, Ivanhoe, 3079  
Email: MChen@nelsonalexander.com.au  
Tel: 0425 449 968 Mob: Fax: Ref:

## Vendor

Name: XIAOLING FANG  
Address:  
ABN/ACN:  
Email:

## Vendor's legal practitioner or conveyancer

Name: Link West Conveyancing  
Address: 45/JUPITER DRIVE, Truganina VIC 3029  
Email: jeff@linkwestconveyancing.com.au  
Tel: 0490 118 948 Mob: Fax: Ref: 06755

## Purchaser's estate agent

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

## Purchaser

Name:  
Address:  
ABN/ACN:  
Email:

## Purchaser's legal practitioner or conveyancer

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

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 08481 Folio 972	470	PS 061593

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 1172 PLENTY Road, Bundoora VIC 3083

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

**Payment**

Price \$ \_\_\_\_\_

Deposit \$ \_\_\_\_\_ by \_\_\_\_\_ (of which \_\_\_\_\_ has been paid)

Balance \$ \_\_\_\_\_ payable at settlement

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)

**is due on**

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

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

**Lease** (general condition 5.1)

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

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

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

OR

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

OR

a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender: \_\_\_\_\_

Loan amount: no more than \_\_\_\_\_ Approval \_\_\_\_\_

..... date: .....

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

# Special Conditions

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

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

## **Special condition 1 – Payment**

General condition 14 is replaced with the following:

### **14. Deposit**

14.1 The purchaser must pay the deposit:

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

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The 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.

14.4 Payments may be made or tendered:

- (a) up to \$1,000 in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

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

## **Special condition 2 – Acceptance of title**

Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit

release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

### **Special condition 3 – Tax invoice**

General condition 19 is replaced with the following:

19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:

- (a) the price includes GST; or
- (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is “plus GST” or under general condition 19.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

### **Special condition 4 – Adjustments**

Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of \$150 PLUS GST for the delay in receiving the Statement of Adjustments.

### **Special condition 5 – Service**

General condition 27 is replaced with the following:

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor’s legal practitioner, conveyancer or estate agent even if the estate agent’s authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the Electronic Transactions (Victoria) Act 2000.

27.5 The expression ‘document’ includes ‘demand’ and ‘notice’, and ‘Service’ includes ‘give’ in this contract.

### **Special condition 6 – Electronic conveyancing**

6.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered

proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

6.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

6.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

6.4 The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

6.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

6.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

6.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

6.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

6.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the Electronic Network Operator of settlement.

### **Special condition 7 – Condition of the Property**

7.1 The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.

7.2 The property and any chattels are sold:

- (a) in their present condition and state of repair.
- (b) subject to all defects latent and patent.
- (c) subject to any infestations and dilapidation.
- (d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property.
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
- (f) subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his 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

7.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

7.4 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

7.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

7.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

**Special condition 8 – Deposit**

In the event that the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the vendor.

**Special condition 9 – Forms of Payment**

Deposit Bonds or Bank Guarantees are NOT acceptable as forms of payment in this contract.

**Special condition 10 – Default not remedy**

General conditions 35.4 of the contract of sale is added:

Should the settlement is not completed on due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

- 10.1 Interests on any loan secured on the property from the original settlement date until the property can settle.
- 10.2 Penalties, interest and charges incurred as a result of not being able to settle a purchase of another property.
- 10.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

**Special condition 11 – Defects Liability – This special condition does not apply for any existing dwellings.**

The vendor warrants that any defects in materials or workmanship in the construction of the Property, of which the Purchaser has given the Vendor written notice within 90 days from the date of settlement will be notified to the builder and the builder will be required to repair in a proper and workman like manner at the vendor's or builders expense as soon as practical, but within 14 days of notification.

**Special Condition 12 - Rescheduled Settlement**

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative \$150 PLUS GST at the settlement for each request.

**Special Condition 13 - SWIMMING POOL AND/OR SPA**

In the event there is a swimming pool and/or spa situated on the property the Vendor discloses that the swimming pool and/or spa including the barrier and fencing may not comply with current regulations and or legislation. The Vendor will not be responsible for arranging or ensuring compliance of the spa/pool or installation of the barrier (if applicable) and will not be required to provide the compliance certificate prior to settlement. The Purchaser accepts the spa/pool in its present state and repair.

# Contract of Sale of Land - General Conditions

## Contract Signing

### 1 ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

The purchaser may 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.

## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out in the header of this page
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and

- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

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

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

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## **7. IDENTITY OF THE LAND**

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

7.2 The purchaser may not:

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

## **8. SERVICES**

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

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

## **9. CONSENTS**

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

## **10. TRANSFER & DUTY**

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

## **11. RELEASE OF SECURITY INTEREST**

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
- (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## **12. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the [Banking Act 1959 \(Cth\)](#) is in force.

## 15. DEPOSIT BOND

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

15.8 This general condition is subject to general condition 14.2 [deposit].

## **16. BANK GUARANTEE**

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

## **17. SETTLEMENT**

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
  - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## **18. ELECTRONIC SETTLEMENT**

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

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

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
  - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
  - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
  - (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
  - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## 20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
  - (a) immediately applied for the loan; and

- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## **21. BUILDING REPORT**

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

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## **22. PEST REPORT**

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

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## **23. ADJUSTMENTS**

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

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and

- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

#### **24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days

of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

## Transactional

### 26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

## **27. SERVICE**

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## **28. NOTICES**

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## **29. INSPECTION**

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

## **30. TERMS CONTRACT**

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

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

or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

### **31. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

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

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

### **32. BREACH**

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

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

vendor.

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

## GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the <b>Sole Director / Directors of</b>			<b>ACN</b>

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

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

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

This  Day of  20

SIGNED SEALED AND DELIVERED by the said

Print  
Name



In the presence of

Director(Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

Print  
Name



In the presence of

Director(Sign)

Witness

# **SCHEDULE 1**

Regulations 5, 6 and 7

## **GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
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. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. 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.

# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

<b>Land</b>	1172 PLENTY ROAD, BUNDOORA VIC 3083
-------------	-------------------------------------

Vendor's name	XIAOLING FANG	Date	/ /
Vendor's signature	_____		

Purchaser's name		Date	/ /
Purchaser's signature	_____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

# 1. FINANCIAL MATTERS

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

The total amount of outgoings does not exceed \$5000.00 plus Owner Corporation fee/Land tax if applicable.

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

Not Applicable

## 1.3 Terms Contract

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

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable

## 2.2 Owner Builder

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

Not Applicable

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s.

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

To the best of the Vendor's knowledge, there is no existing failure to comply with the terms of any easements, covenants or other similar restriction. The purchaser should note that there may be sewers, drains, water, pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cabs and underground gas pipes laid outside any registered easement and which are not registered or required to be registered against certificate of title.

## 3.2 Road Access

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

## 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

## 3.4 Planning Scheme:

See attached planning Property report

**4. NOTICES**

**4.1 Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable

**4.2 Agricultural Chemicals**

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

NIL

**4.3 Compulsory Acquisition**

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

NIL

**5. BUILDING PERMITS**

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

Not Applicable

**6. OWNERS CORPORATION**

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

Not Applicable

**7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

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

Not applicable

**8. SERVICES**

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

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

**9. TITLE**

Attached are copies of the following documents:

- 9.1  (a) Registered Title

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

**10. SUBDIVISION**

**10.1 Unregistered Subdivision**

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

Not Applicable

## 10.2 Staged Subdivision

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

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

NIL

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

NIL

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

NIL

## 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

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

---

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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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 08481 FOLIO 972

Security no : 124106714774J

Produced 08/06/2023 02:04 PM

LAND DESCRIPTION

Lot 470 on Plan of Subdivision 061593.  
PARENT TITLE Volume 08442 Folio 733  
Created by instrument LP061593 26/05/1964

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

XIAOLING FANG of 1172 PLENTY ROAD BUNDOORA VIC 3083  
AL556750K 11/12/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL556751H 11/12/2014  
WESTPAC BANKING CORPORATION

COVENANT C053064 08/10/1964

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP061593 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: 1172 PLENTY ROAD BUNDOORA VIC 3083

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 23/10/2016

DOCUMENT END

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Document Assembled	<b>08/06/2023 14:09</b>

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# PLAN OF SUBDIVISION OF PART OF CROWN PORTION 15 PARISH OF KEELBUNDORA COUNTY OF BOURKE

# LP 61593

EDITION 1  
APPROVED 24/3/64

Measurements are in Feet & Inches  
Conversion Factor  
FEET x 0.3048 = METRES

## COLOUR CODE

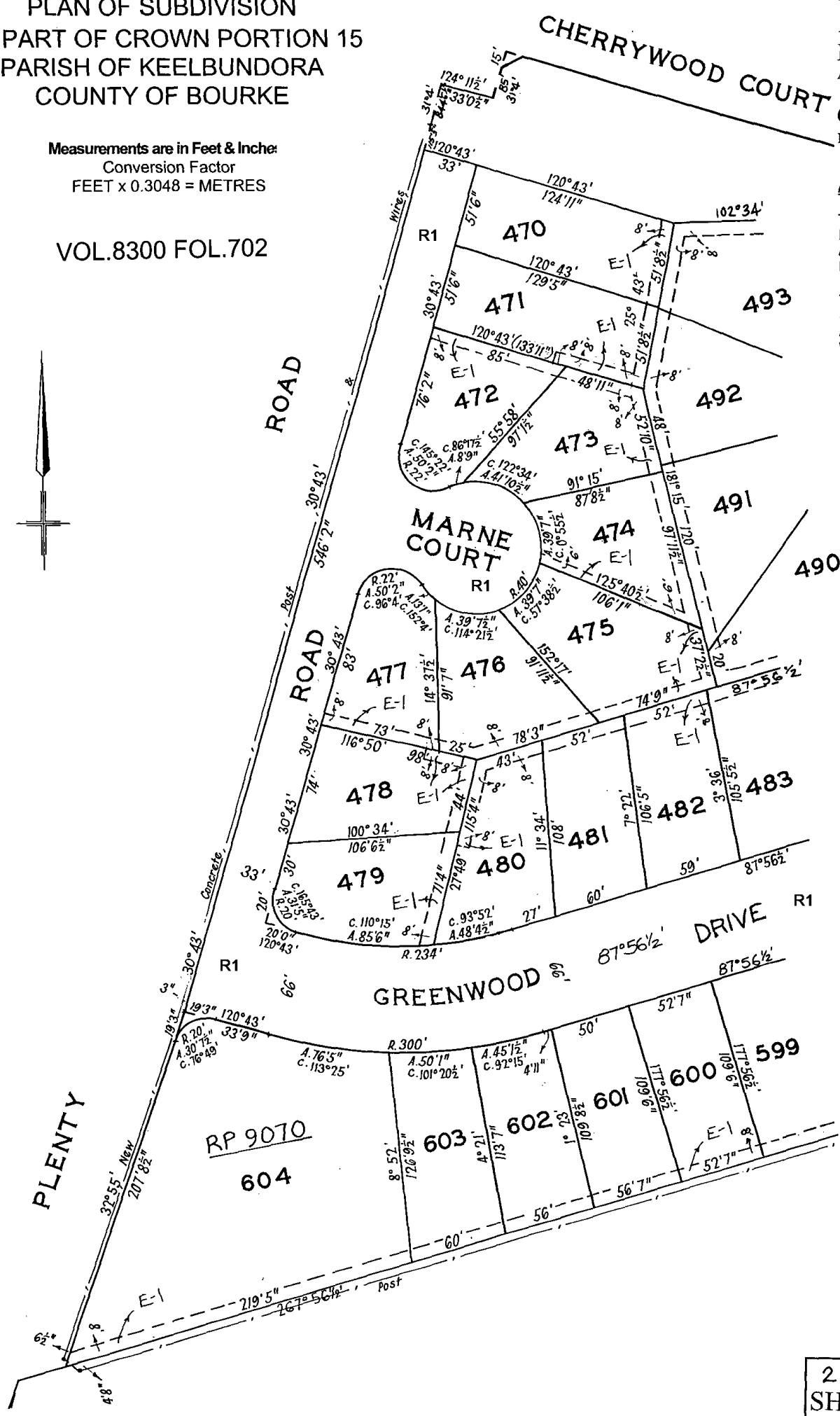
E-1 = BLUE  
R1 = BROWN

## APPROPRIATIONS

THE LAND COLOURED BLUE IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND SEWERAGE

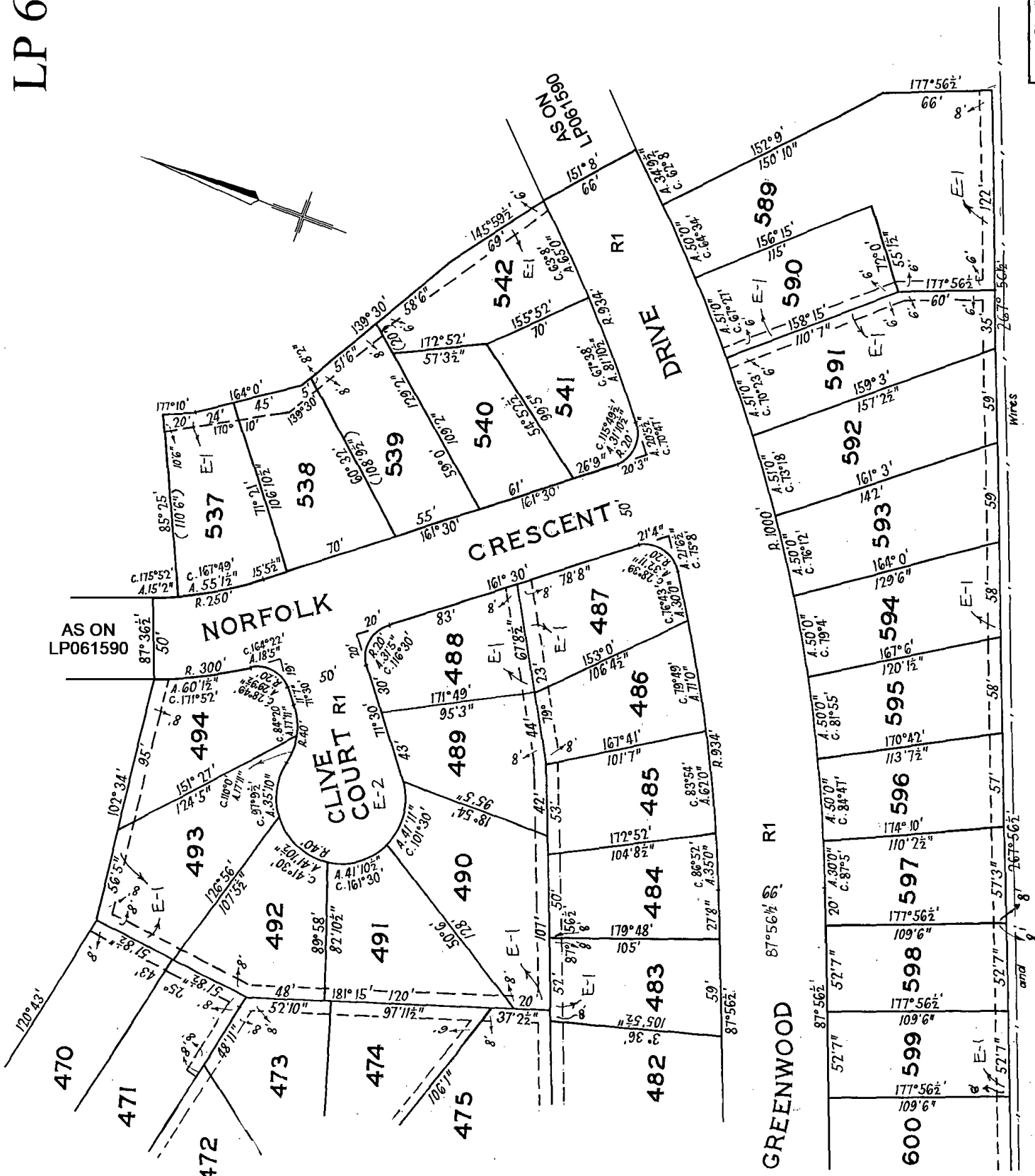
THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR EASEMENTS OF WAY AND DRAINAGE

VOL.8300 FOL.702



SEE SHEET 2

2 SHEETS  
SHEET 1



SEE SHEET 1

Wires

267'-56 1/2"

8'

and

8'

267'-56 1/2"



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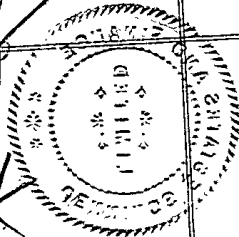
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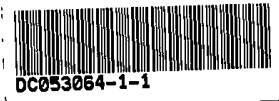
REC'D



NO CERT

*Shirley Kennedy book*  
HOME WILKINSON & LOWRY

VICTORIA



TRANSFER OF LAND

JENNINGS ESTATES AND FINANCE LIMITED of Trent Street Burwood being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder IN CONSIDERATION of the sum of ONE THOUSAND SIX HUNDRED POUNDS (£1,600) paid to it by LESLIE RONALD TROWSDALE Electro Plater and WINIFRED VIOLET TROWSDALE Married Woman both of 78 Henty Street Reservoir DO TH HEREBY TRANSFER to the said LESLIE RONALD TROWSDALE and WINIFRED VIOLET TROWSDALE as joint proprietors ALL its estate and interest in ALL THAT piece of land being Lot 470 on Plan of Subdivision Number 61593 Parish of Keelbundora and being the whole of the land comprised in Certificate of Title Volume 8481 Folio 972.

AND the said LESLIE RONALD TROWSDALE and WINIFRED VIOLET TROWSDALE for themselves their heirs executors administrators and transferees the registered proprietor or proprietors for the time being of the land hereby transferred and of every part thereof DO HEREBY and as separate covenants COVENANT with the said JENNINGS ESTATE AND FINANCE LIMITED its successors assigns and transferees and other the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision and every part or parts thereof (other than the land hereby transferred) that they will not erect or cause to be - - erected on the said land any fence on the front boundary or - - within twenty-five feet of same on the side boundaries or in the case of corner allotments within ten feet of the front boundary on the side street boundary other than a fence of not more than three feet above ground level and this covenant shall appear on the Certificate of Title to issue for the said land and run with the land.

DATED the 5<sup>th</sup> day of October One thousand nine hundred and sixty-four.

OCT-5-64 185822 47315

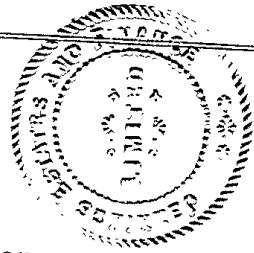
LE A TOT£\*\*\*20-0-0

15-10-64

VICTORIA — STAMP DUTY

K

THE COMMON SEAL of JENNINGS ESTATES) AND FINANCE LIMITED was hereto affixed in the presence of -



*M. J. Jupp* Director

*D. Kelly* Secretary  
A person appointed by the Directors to countersign the affixing of the Seal. Please sign here

SIGNED by the said LESLIE RONALD TROWSDALE and WINIFRED VIOLET TROWSDALE in the presence of -

*L. R. Trowsdale*  
*W. V. Trowsdale*

Witness

*H. S. George*

ENCUMBRANCES REFERRED TO

As to any land coloured blue - Any Easements implied under Section 98 of the Transfer of Land Act.



DC053064-2-7

DATED . . . . . 1964

JENNINGS ESTATES AND FINANCE  
LIMITED

to -

L.R. & W.V. TROMSDALE

-----  
T R A N S F E R  
-----

*These books  
transferred*

HOME WILKINSON & LOWRY  
Solicitors,  
772 High Street,  
Thornbury.  
2/348/IMR

A memorandum of the within instrument  
has been entered in the Register Book



*Handwritten scribbles*

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 08 June 2023 02:11 PM

## PROPERTY DETAILS

Address: **1172 PLENTY ROAD BUNDOORA 3083**  
 Lot and Plan Number: **Lot 470 LP61593**  
 Standard Parcel Identifier (SPI): **470\LP61593**  
 Local Government Area (Council): **BANYULE**  
 Council Property Number: **38612**  
 Planning Scheme: **Banyule**  
 Directory Reference: **Melway 19 H3**

[www.banyule.vic.gov.au](http://www.banyule.vic.gov.au)

[Planning Scheme - Banyule](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

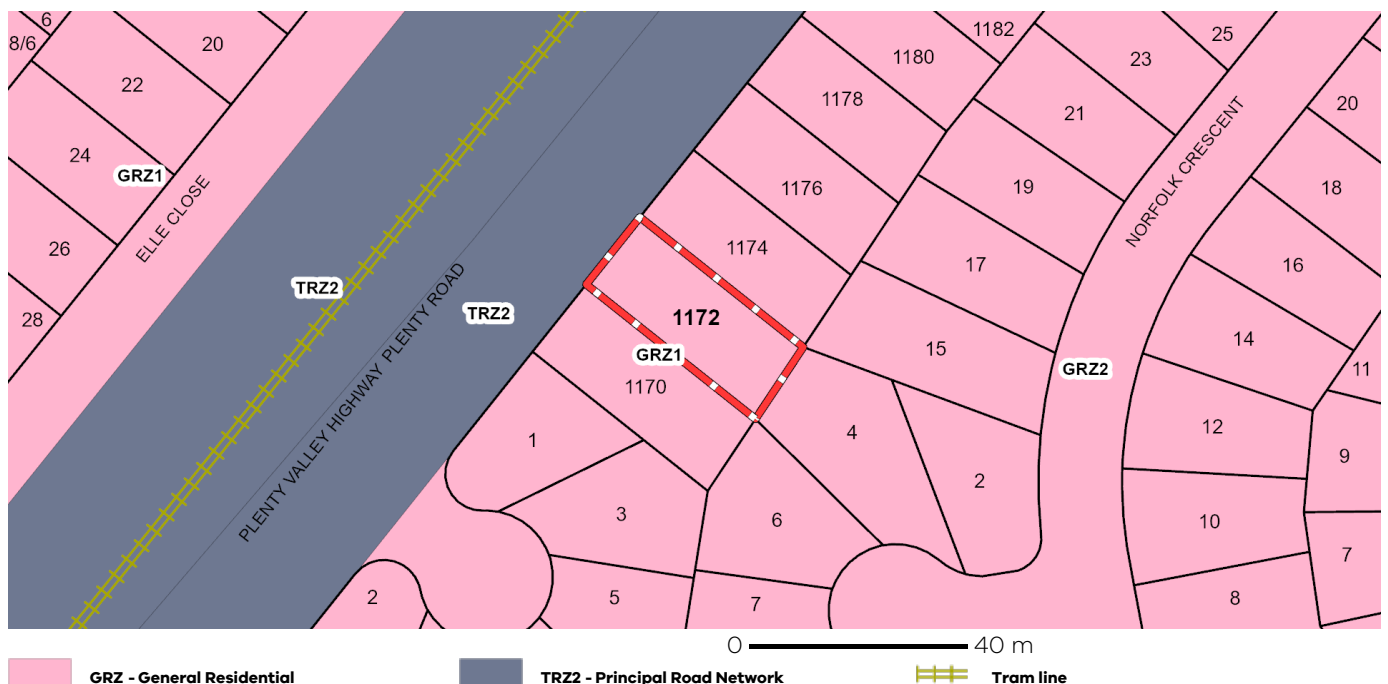
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\) \(BANYULE\)](#)

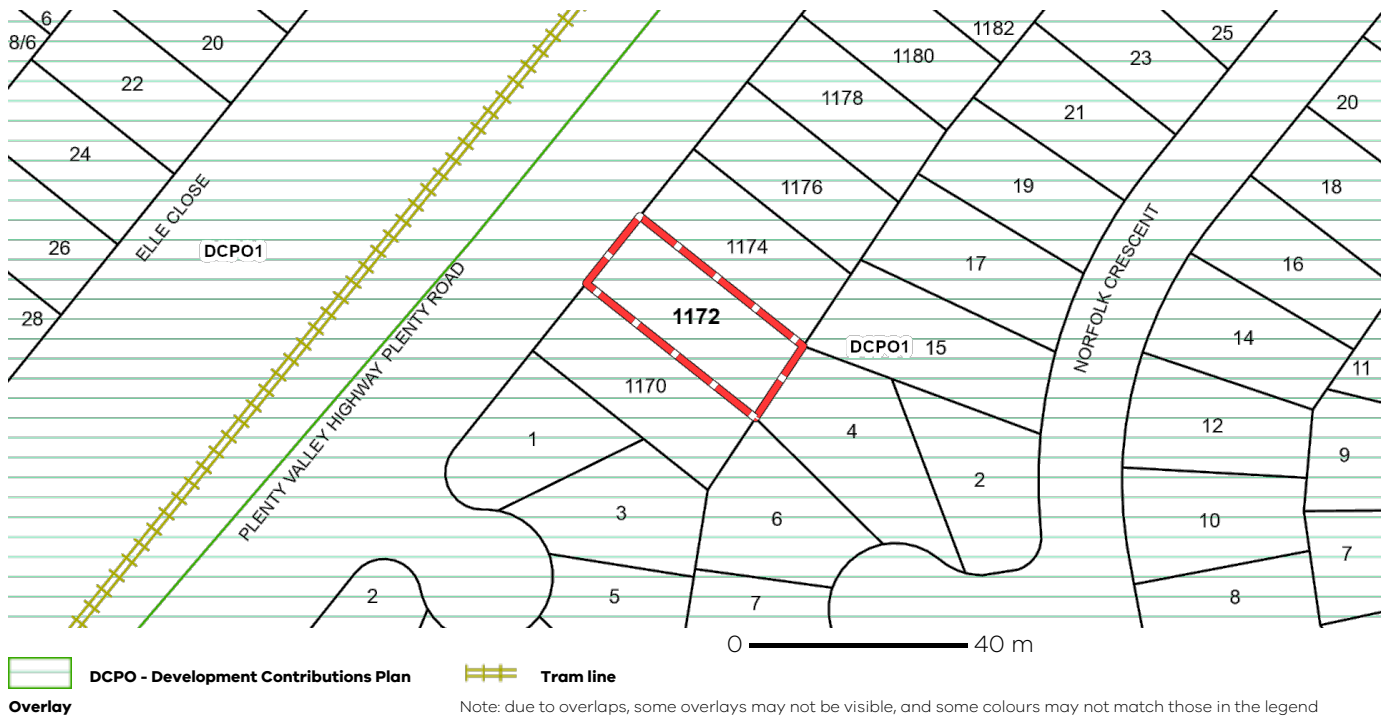


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO) (BANYULE)

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



VEGETATION PROTECTION OVERLAY (VPO) (BANYULE)

VEGETATION PROTECTION OVERLAY - SCHEDULE 5 (VPO5) (BANYULE)



## Further Planning Information

Planning scheme data last updated on 7 June 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

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

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

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

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

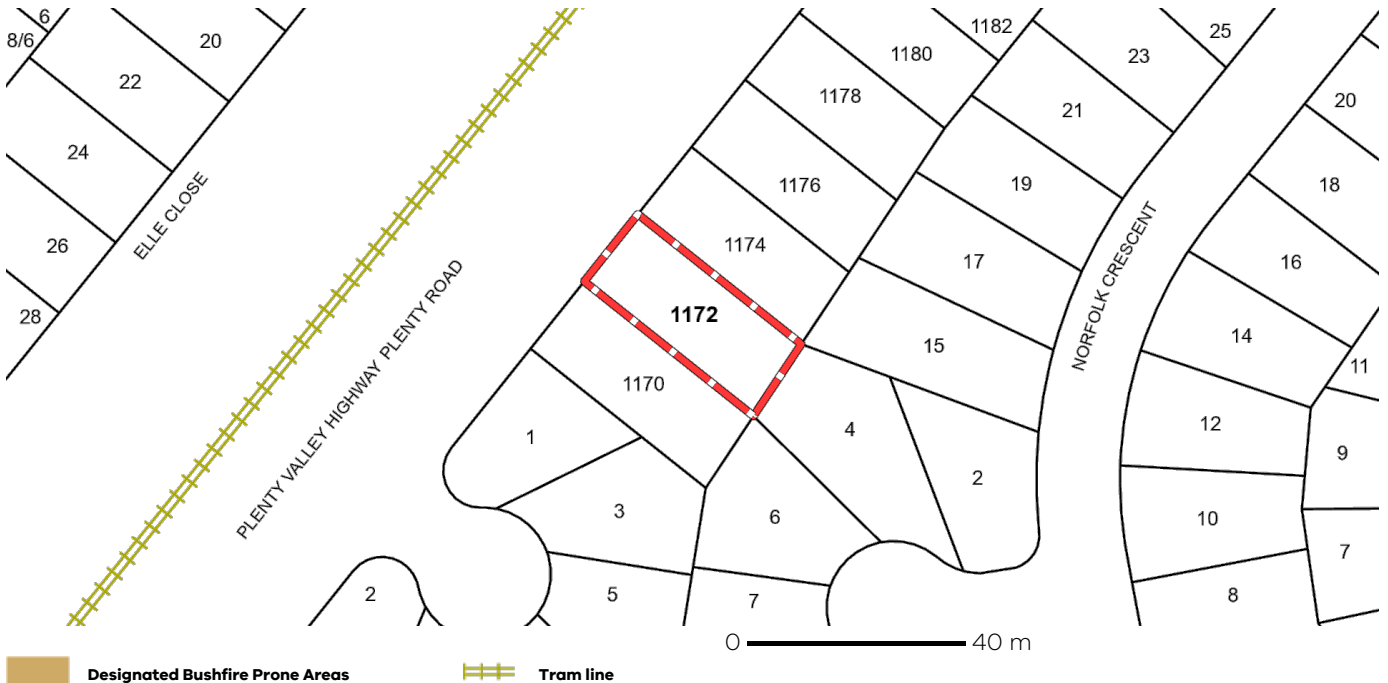
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 08 June 2023 02:10 PM

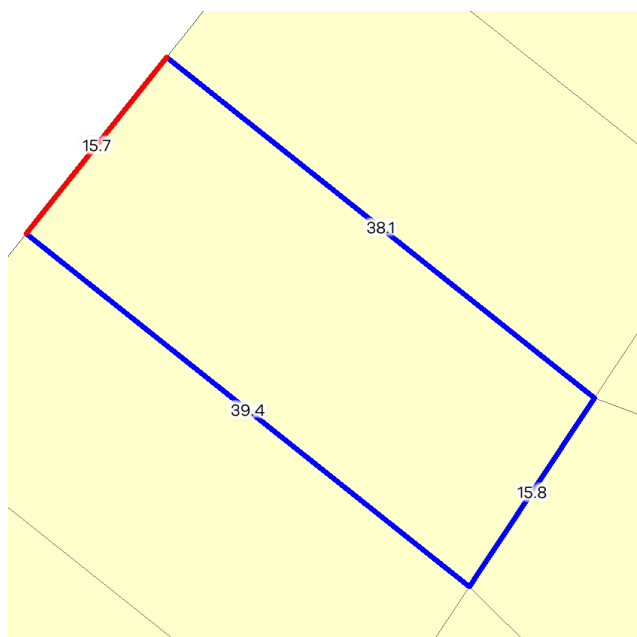
## PROPERTY DETAILS

Address: **1172 PLENTY ROAD BUNDOORA 3083**  
Lot and Plan Number: **Lot 470 LP61593**  
Standard Parcel Identifier (SPI): **470\LP61593**  
Local Government Area (Council): **BANYULE**  
Council Property Number: **38612**  
Directory Reference: **Melway 19 H3**

[www.banyule.vic.gov.au](http://www.banyule.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 609 sq. m

**Perimeter:** 109 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: **AUSNET**

## STATE ELECTORATES

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

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

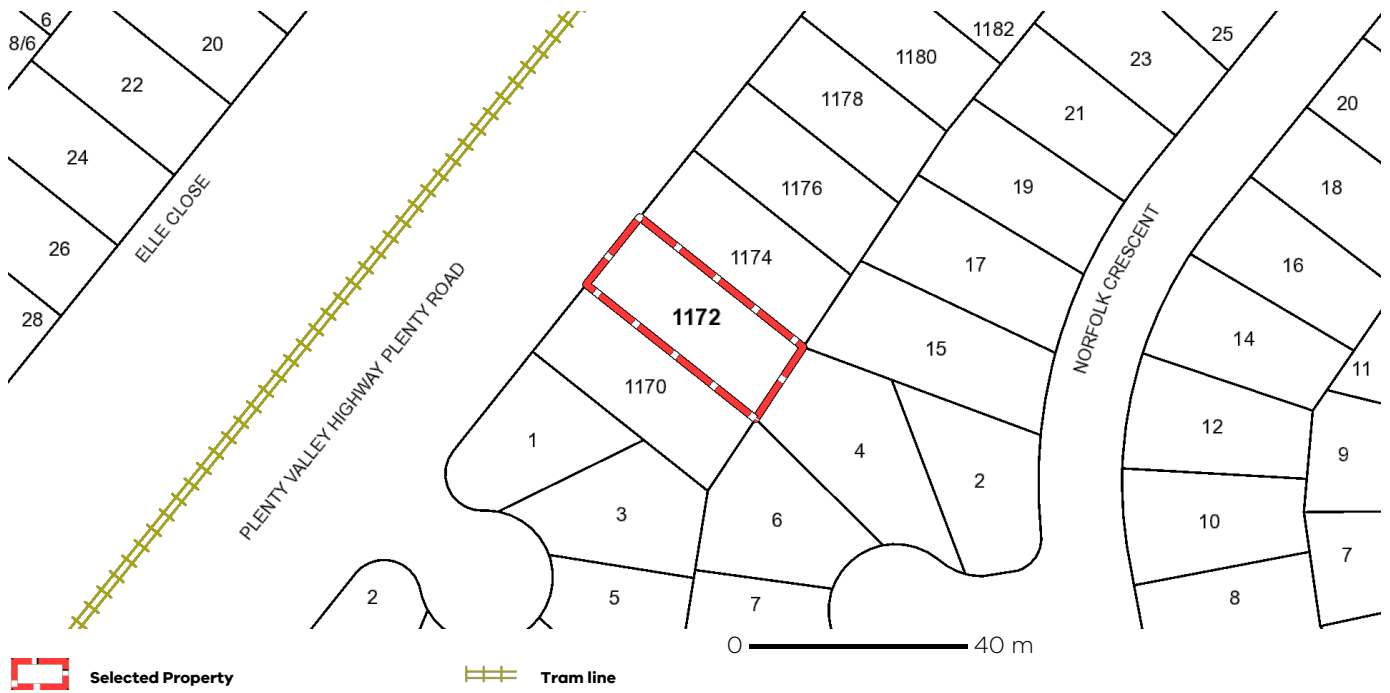
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

## Area Map



# Rates and Valuation Notice

# 4th Instalment



1,263 - 262 025  
Mrs X Fang  
1172 Plenty Road  
BUNDOORA VIC 3083

Issue Date:	30 April 2023
Assessment Number:	38612
Instalment Amount Due:	\$399.03
Instalment Due Date:	31 May 2023

## Property and Valuation Information

Address: 1172 Plenty Road BUNDOORA VIC 3083  
Ward: Grimshaw Legal Description: OT 470 LP 61593 V/F 8481/972  
AVPCC: Detached Dwelling  
Date of Valuation: 1 January 2022 Valuation First Used: 1 July 2022  
Capital Improved Value: \$800,000 Site Value: \$710,000 Net Annual Value: \$40,000

## Rating Information

Rate Category: Residential Improved Rate in \$ on CIV: 0.00153847

## Fire Services Property Levy Information

Classification: Residential Rate in \$ on CIV: 0.000053

## Instalment Details

**Instalment Amount** **\$399.03**  
**Total Due** **\$399.03**

## Other Information

Late payments will be charged penalty interest at the rate of 10.00% per annum from the date the instalment was due.

### Arrears

Any arrears or interest shown are due immediately to avoid further interest. Arrears not paid immediately may be subject to legal action without further notice.

## Pay online now



Scan with your phone  
or visit  
[banyule.vic.gov.au/PayRates](http://banyule.vic.gov.au/PayRates)



Assessment number: 38612  
Instalment amount: \$399.03

## Payment options See reverse for other options.



Billpay code: **0708**  
Ref: 386 1249

In person at any Post Office,  
by phone **13 18 16**, or go to  
[www.postbillpay.com.au](http://www.postbillpay.com.au)



\*708 38612 49



Billcode: **8755**  
Ref: 600 0000 0003 8612

BPAY® this via internet or  
phone banking

## Greensborough Service Centre:

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

## Ivanhoe Service Centre:

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

## Postal:

PO Box 94, Greensborough VIC 3088

## Email:

enquiries@banyule.vic.gov.au

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

### Payment Due Dates

Instalment 1 – 30 September      Instalment 2 – 30 November  
Instalment 3 – 28 February      Instalment 4 – 31 May

### Payment Plans

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

### Financial Difficulty or Hardship

Please contact Council to discuss an alternative payment arrangement.

The financial assistance we can offer may include:

- a payment plan or arrangement
- penalty interest free period
- waiving of interest and legal costs
- partial rates waiver

More information and application forms can be found on Council's website at [www.banyule.vic.gov.au/RatesHelp](http://www.banyule.vic.gov.au/RatesHelp) or by contacting Council on 03 9490 4222 or via [enquiries@banyule.vic.gov.au](mailto:enquiries@banyule.vic.gov.au)

### Centrepay

If you are receiving a pension or benefit you can choose to pay your rates via Centrepay, whereby fortnightly payments are deducted by Centrelink. Please contact Centrelink if you require this service. Please ensure that instalment amounts are paid by the due dates.

### Direct Debit

You can choose to pay your rate instalments by direct debit. Direct debit is also available weekly, fortnightly and monthly. Please visit [banyule.vic.gov.au](http://banyule.vic.gov.au) to apply online if you require this service. You must ensure that funds are available on the due dates. If you are already using direct debit, your current agreement will continue.

### Pensioners

If you hold a Pension Concession Card issued by Centrelink or a Gold Card from the Department of Veteran Affairs specifying TPI or War Widow, you may be eligible for a concession on your rates and charges. If your card is currently recorded by Council, we have already deducted the rebate and the amount you need to pay is shown on the front of this notice. If you become eligible for a municipal concession during the year, please visit [banyule.vic.gov.au](http://banyule.vic.gov.au) and complete an online application form. Health Care Card holders are not eligible for a municipal concession.

### Payment Allocation

Your payment will be allocated in the following order:

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

### Change of Ownership or Address

It is the RESPONSIBILITY OF THE PURCHASER to notify Council of a change of ownership. There is a penalty for not doing this. The full name, address and date of birth of the purchaser/s must be given in the notification. You must also notify Council in writing of any change of address.

### Receiving Your Notice Electronically

If you register or have registered with BPayView you will receive your notices electronically. You can also receive your notices via email by registering at [Banyule.vic.gov.au/RatesEmail](http://Banyule.vic.gov.au/RatesEmail)

### Penalties For Late Payment

Overdue rates and charges (including arrears) will be charged penalty interest at the rate of 10.0% per annum from the date the instalment was due until the date payment is received.

### Legal Action

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

### GST

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

### Fire Services Property Levy

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

### Appealing Against your Rate

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

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

### Review of Differential Rating by VCAT

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

### Capping of Council Rates

Council has complied with the Victorian Government's rates cap of 1.75%. The cap applied to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons

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

## More ways to pay



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



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



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



Post your money order or cheque with payment slip and any correspondence to:  
PO Box 94 Greensborough VIC 3088  
Make cheques payable to Banyule City Council



Sign up for direct debit at [banyule.vic.gov.au](http://banyule.vic.gov.au)

# Your quarterly bill



532266-001 000074(147) 9025

MR X FANG  
1172 PLENTY RD  
BUNDOORA VIC 3083

Enquiries 1300 304 688  
Faults (24/7) 13 27 62  
Account number 01 0809 9352  
Invoice number 0105 4288 10908  
Issue date 15 Mar 2023  
1172 PLENTY RD  
Property address BUNDOORA  
Property reference 1363132, LOT 470  
Tax Invoice Yarra Valley Water ABN 93 085 902 501

## Summary

Previous bill	\$164.54
Payment received thank you	-\$164.54
Balance carried forward	\$0.00
<b>This bill</b>	
<b>Usage charges</b>	
Water usage	\$7.34
Sewage disposal	\$2.06
<b>Service charges</b>	
Water supply system	\$19.47
Sewerage system	\$111.22
<b>Other authority charges</b>	
Waterways and drainage	\$27.04
<b>Total this bill (GST does not apply)</b>	<b>\$167.12</b>
<b>Total balance</b>	<b>\$167.12</b>



- Usage charges
- Service charges
- Other authority charges

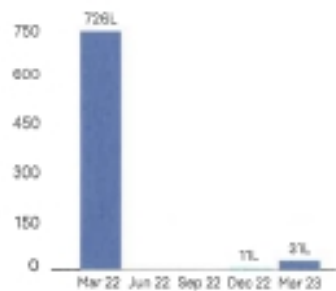
## Your daily spend



Excludes other authority charges.

## Your household's daily water use

Target 150L of water use per person, per day.



Average use in litres per day



## How to pay



**Direct Debit**  
Sign up for Direct Debit at [yvw.com.au/directdebit](http://yvw.com.au/directdebit) or call 1300 304 688.

**Centrelink**  
Arrange regular deductions from your Centrelink payments. Visit [yvw.com.au/paying](http://yvw.com.au/paying) CRN reference: 999 054 1167

**EFT**  
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT)

**Credit card**  
Online: [yvw.com.au/paying](http://yvw.com.au/paying) Phone: 1300 304 688

MR X FANG

Account number 01 0809 9352  
Invoice number 0105 4288 10908

## Your usage details

From 01 Dec 2022 - 16 Mar 2023 (96 days)

Water usage		1kL = 1,000 litres	
<b>Meter number</b>	<b>Current reading</b>	<b>Previous reading</b>	<b>Usage</b>
MAF038823	2,715kL	2,712kL =	3kL
<b>Water usage charge</b>	<b>Usage</b>	<b>Price \$/kL</b>	<b>Amount</b>
STEP 1 (0-440 litres per day)	3,000kL x	\$2.4451 =	\$7.34
<b>Total</b>	<b>3,000kL</b>		<b>\$7.34</b>
<b>Sewage disposal</b>			
<b>Sewage disposal charge</b>	<b>Sewage volume</b>	<b>Price \$/kL</b>	<b>Amount</b>
	1,780kL x	\$1.3540 =	\$2.05
<b>Total usage charges</b>			<b>\$9.39</b>

## Your charges explained

- **Water usage charge**  
The cost for water used at your property, including treatment and delivery. The cost of water increases with the amount used (STEP tariffs).
- **Sewage disposal charge**  
The cost of removing and treating sewage. This is based on your indoor water usage. We deduct a percentage of water estimated to be used outside.
- **Water supply system charge**  
**1 January 2023 - 31 March 2023**  
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**  
**1 January 2023 - 31 March 2023**  
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**  
**Waterways and drainage charge**  
**1 January 2023 - 31 March 2023**  
Collected on behalf of Melbourne Water and used to manage and improve waterways, drainage, and flood protection. For more information visit [melbournewater.com.au/vwdc](http://melbournewater.com.au/vwdc)

## Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you.

Please call us on **1800 994 789** or visit [yvw.com.au/financialhelp](http://yvw.com.au/financialhelp).

Registering your concession can also reduce the amount you need to pay.

Please call us on **1800 680 824** or visit [yvw.com.au/concession](http://yvw.com.au/concession).

## Contact us

📞 Enquiries 1800 904 698

🔧 Faults and Emergencies 13 27 62 (24hr)

✉️ [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)

🌐 [yvw.com.au](http://yvw.com.au)

📠 TTY Voice Calls 133 677

🗣️ Speak and Listen 1300 555 727

### For language assistance

العربية 1300 914 301

廣東話 1300 921 362

മലയാളം 1800 931 364

普通话 1300 927 363

For all other languages call our translation service on **03 9046 4173**



Next meter reading:  
Between **18-20 Jun**  
2023

## Save up to 50%\* on your water use charges

Register your pension or concession card  
and reduce your bill.

🗉 [yvw.com.au/concession](http://yvw.com.au/concession)

\*Conditions apply

# NOTICE OF DECISION TO GRANT A PERMIT

## P1192/2021

Planning and Environment Regulations 2015

Planning Scheme: **Banyule**  
Responsible Authority: **Banyule City Council**

The Responsible Authority has decided to grant a permit. The permit has NOT been issued.

### ADDRESS OF THE LAND:

---

1172 Plenty Road BUNDOORA

### WHAT WILL THE PERMIT ALLOW?:

---

Development of three (3) dwellings and alteration of access to a road in a Transport Zone 2

### WHAT WILL THE CONDITIONS OF THE PERMIT BE?:

---

#### General plans

1. Before the development permitted by this permit commences, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and be submitted in an electronic format acceptable to the Responsible Authority. The plans must be substantially in accordance with the advertised plans but modified to show:
  - (a) Water meters in a location that reflects utility install requirements and appropriately screened with a screening device or with dense understorey planting;
  - (b) A revised Melbourne Water STORM Report for 12 bedrooms and not 15 to reflect the plans, with a STORM rating of 100% or more, to the satisfaction of the Responsible Authority;
  - (c) Dwelling 3 with a continuous path from driveway to porch and stepless entry to the front door and the shower to ground floor bathroom in alignment with Banyule City Council's Livable Housing Guidelines;
  - (d) Side boundary fencing heights that are in accordance with Covenant C053064 within 7.5m of the frontage;
  - (e) Screening or obscure glazing shown on elevations for Dwelling 2's south-facing kitchen window in accordance with Standard B22 of Clause 55 (ResCode) and as shown on the advertised plans;
  - (f) Provision of a minimum 2000L rainwater storage tank for each of the dwellings including its location, sizing and a notation of the connections and end use;
  - (g) A schedule of external building materials, colours and finishes, including details of cladding and roofing materials, downpipes, window and door frames, driveway finishes. **Driveways are to be finished in a muted tones.** The schedule should be presented on a separate sheet and must include colour samples;
  - (h) Development Drainage Plans in accordance with Condition 2 of this permit;
  - (i) A Landscape Plan in accordance with Condition 3 of this permit;
  - (j) An Environmentally Sustainable Development (ESD) Drawing as required by Condition 5 of this permit;
  - (k) Tree Preservation Fencing in accordance with Condition 8 of this permit.

### Development Drainage Plans

2. Before the development permitted by this permit commences, Development Drainage Plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The plans must be prepared by a suitably qualified engineer or similar person showing a properly prepared design with computations for the internal drainage and method of disposal of stormwater from all roofed areas and sealed areas including:
- The use of an On-site Stormwater Detention (OSD) system;
  - The connection to the Council nominated legal point of discharge;
  - The integration, details and connections of all Water Sensitive Urban Design features in accordance with the endorsed Sustainable Design Assessment and **revised** STORM report and include drainage details as a result of landscaping;
  - The Tree Protection Zone and Structural Root Zone of Tree #1, #2, #3, #4, #5 & #6 shown to be retained.

Please note the plans must show all protected and/or retained trees on the development site, on adjoining properties where tree canopies encroach the development site and along proposed outfall drainage and roadway alignments (where applicable) and every effort must be made to locate services away from the canopy drip line of trees and where unavoidable, details of hand work or trenchless installation must be provided.

### Landscape Plan

3. Before the development permitted by this permit commences, a satisfactory detailed landscaping plan must be submitted to and approved by the Responsible Authority. Such plan must be prepared by a person suitably qualified or experienced in landscape design and must show:
- Amendments required by Condition 1 of this permit;
  - The tree protection zones and structural root zones for Trees #1 - #6;
  - Planting adjacent to driveways and within landscaping zones to consist of varying heights and species;
  - Provision of formed garden beds with edging along the front property boundary and within the front setback to prevent cars parking;
  - Planting in front of gas, water and electrical meters of varying heights and species and densely planted to prevent visibility of services from the public realm;
  - The identification of existing vegetation (which is not intended to be removed), and nomination of vegetation for removal throughout the site;
  - Provision of the following minimum plantings:
    - 1 large canopy trees (mature height of at least 12m) planted at a semi-advanced state **within the front setback** (minimum pot size 40 litre);
    - 1 medium canopy trees (mature height of at least 8m) planted at a semi-advanced state **within the front setback** (minimum pot size 16 litre); and
    - 6 small canopy trees (mature height of at least 5m) planted **within the secluded private open spaces of the dwellings and within the driveway curve forward of unit 2 garage**;
  - An indigenous and/or drought tolerant planting theme;
  - A schedule of all proposed trees, shrubs and ground cover, which includes the location and size at maturity of all plants, the botanical names of such plants and the location of all areas to be covered by grass, lawn or other surface material as specified;
  - Tree species and planting locations must be carefully selected to avoid canopy or root conflicts with overhead wires, easements and existing trees;
  - Location and details of paving, steps, retaining walls, water tanks, clotheslines, fence design details and other landscape works including cut and fill;

- (l) Location, details and cross section drawings of all Water Sensitive Urban Design features in accordance with the endorsed Sustainable Design Assessment and STORM report, with reference to connection details on the engineering plans.

When approved the plan will be endorsed and form part of this permit. Landscaping in accordance with this approved plan and schedule must be completed prior to the occupation of the development.

### **Environmentally Sustainable Development (ESD) Drawing**

5. Before the development permitted by this permit commences, a satisfactory ESD Drawing dedicated to demonstrating all features claimed within the SDA/SMP Report must be submitted to and approved by the Responsible Authority. You may also provide ESD elevations. The drawing/s must include the following, **as applicable**;
- The Water Efficiency (WELS) Rating for water fixture/fitting and appliances as nominated in the SDA/SMP and their respective locations;
  - Water efficient garden design features annotated i.e. indigenous plant species, mulched garden beds, drip irrigation;
  - The NatHERS Energy Rating for each dwelling, annotated and emboldened;
  - The Hot Water unit type and energy rating;
  - The Heating System type and energy rating;
  - The Cooling System type and energy rating;
  - All electric (no natural gas uses) development features;
  - External Lighting including Motion Detectors in their respective locations;
  - Internal lighting type and density of installation required to achieve 4 W/sqm efficiency;
  - Clothes lines/efficient clothes dryer installed location;
  - Solar panels installed location, their system size (kW), inverter level system and respective locations;
  - The Water Sensitive Urban Design (WSUD) measures on the property (as calculated using STORM or MUSIC) claimed, i.e Rainwater Tanks, Raingardens, Permeable Paving, etc and the path of connection to their respective end use, such as rainwater tank connection to toilets;
  - Cross-flow ventilation paths annotated for each room, noting the minimum window opening required to meet the calculated to meet 2% or 1 m<sup>2</sup> opening requirement;
  - Location and depth of fixed external shading devices to northern windows;
  - Section details of external shading devices to northern windows demonstrating an appropriate shading angle for preventing summer sun for Melbourne to the satisfaction of the Responsible Authority;
  - Location and type of adjustable shading devices to east and west facing windows (i.e internally fitted louvres, internal blinds, external blinds/shutters/etc);
  - The location of double-glazed windows annotated with glazing specification (U value and SHGC) on each window;
  - Placement of living areas annotated for orientation to the north to benefit from passive heating (must directly face between 20°W & 30° E of solar north);
  - Placement of living and bedroom spaces annotated for access to natural light;
  - Bicycle space infrastructure location and details (bicycle spaces need to be securable and cannot be located on the floor of a garage hindering parking spaces);
  - Electrical Vehicle charging infrastructure;
  - On-site Food and Garden Waste management facilities both external (compost bins/worm farms, etc) to dwelling and internal in kitchen joinery capable of containing bins for multiple waste streams;

- Food production areas nominated on plans in open space areas with garden equipment storage facilities nearby;
- Aerial assessment of the proposed vegetated site coverage; this is the area covered in vegetation such as canopy tree cover, plantings and grass;
- Details of the proposed green walls/facades/roofs including sectional details, product information, plant species, soil profiles, maintenance and watering details. A plan notation should be included that the green walls will be provided with irrigation;
- Tap and Floor Waste (drain) locations in private open spaces and balconies;
- Design measures annotated to minimise the urban heat island effect eg. light coloured roof, light coloured paving, vegetated site coverage;
- Product specification of paints /sealants/adhesives/carpets/ engineered wood (as applicable) which meet maximum total indoor pollutant emission limits eg. VOC or formaldehyde;
- Building materials which are of low embodied energy annotated on plan eg. reused from site, recycled bricks, rammed earth.

When approved the assessments and plans will be endorsed and form part of the permit.

#### **Notification of Responsible Authority of other matters**

6. Before the development permitted by this permit commences, the owner of the land must ensure the Responsible Authority is notified when any plans/documents required by external agencies and shown as conditions on this permit are approved by those agencies and provide copies of any such approval.

#### **Development Infrastructure Levy**

7. Prior to the commencement of development, the permit holder must pay to Banyule City Council a development infrastructure levy and community infrastructure levy in accordance with the amount specified in Table 6 of the *Banyule Development Contributions Plan 2016-17, September 2018*. The contribution amount payable in the table will be adjusted annually from 1 July 2017, each year to cover inflation, by applying the Consumer Price Index for Melbourne (All Groups) as published by the Australian Bureau of Statistics.

#### **Tree Protection**

8. Unless otherwise approved in writing by the Responsible Authority, prior to the commencement of any building and or demolition works on the land, a Tree Protection Zone (TPZ) must be established and maintained during and until completion of all buildings and works including landscaping, around all trees shown to be retained on endorsed plans, including Trees #1, #2, #3, #4, #5, #6 to the satisfaction of the Responsible Authority:

At least 14 days prior to commencement of works, you must submit a 'Statement of Compliance' (from a suitably qualified Arborist - AQF Level 5) which must include photographic evidence of the installed TPZ requirements. Submission must be made to [enquiries@banyule.vic.gov.au](mailto:enquiries@banyule.vic.gov.au) referencing the address and planning permit number.

Tree protection zone measures are to be established in accordance to Australian Standard 4970-2009 as calculated within the plans:

- (a) Tree protection zone measures are to be established in accordance to Australian Standard 4970-2009 and including the following:
  - (i) Erection of solid chain mesh or similar type fencing at a minimum height of 1.8 metres held in place with concrete feet.
  - (ii) Signage placed around the outer edge of perimeter fencing identifying the area as a TPZ. The signage should be visible from within the development, with the lettering complying with AS 1319.
  - (iii) Mulch across the surface of the TPZ to a depth of 100mm and undertake supplementary watering in summer months as required.

- (iv) No excavation, constructions works or activities, grade changes, surface treatments or storage of materials of any kind are permitted within the TPZ unless otherwise approved within this permit or further approved in writing by the Responsible Authority.
- (v) All supports, and bracing should be outside the TPZ and any excavation for supports or bracing should avoid damaging roots where possible.
- (vi) No trenching is allowed within the TPZ for the installation of utility services unless tree sensitive installation methods such as boring have been approved by the Responsible Authority.
- (vii) Where construction is approved within the TPZ, fencing and mulching should be placed at the outer point of the construction area.
- (viii) Where there are approved works within the TPZ, it may only be reduced to the required amount by an authorised person only during approved construction within the TPZ and must be restored in accordance with the above requirements at all other times.

### **Council Trees**

9. No Council trees are to be removed without the prior written consent of the Responsible Authority.

### **Occupation of Development**

10. Unless otherwise agreed in writing by the Responsible Authority the development permitted by this permit must not be occupied until the development has been completed to the satisfaction of the Responsible Authority in accordance with the permit and endorsed plans (including, but not limited to built form and layout, parking, landscaping, drainage, street numbering, replacement of street trees).

### **ESD Inspection**

11. Prior to the issue of Statement of Compliance or Occupation (whichever comes first), the owner or developer must notify Council's Development Planning section that the development is complete to allow for an inspection of ESD features as shown on the endorsed documents. Council will visit the site to inspect or require suitable evidence to be provided, to ensure ESD features have been installed, to the satisfaction of the Responsible Authority.

*\*Please retain all manufacturers stickers on window glazing, WELS and Energy Ratings for fixtures and appliances, hot water services, heating and cooling units for evidencing purposes.*

### **General**

12. The development as shown on the endorsed plans or described in the endorsed documents must not be altered or modified except with the written consent of the Responsible Authority.

### **Car Parking/Access**

13. Areas set aside for the parking of vehicles together with the aisles and access lanes must be properly formed to such levels that they can be utilised in accordance with the endorsed plans and must be drained and provided with an all-weather seal coat. The areas must be constructed, drained and maintained in a continuously useable condition to the satisfaction of the Responsible Authority.
14. Areas set aside for the parking and movement of vehicles as shown on the endorsed plan(s) must be made available for such use and must not be used for any other purpose to the satisfaction of the Responsible Authority.
15. Vehicular access or egress to the subject land from any roadway or service lane must be by way of a vehicle crossing constructed in accordance with Council's Vehicle Crossing Specifications to suit the proposed driveway(s) and the vehicles that will use the crossing(s).

The location, design and construction of the vehicle crossing(s) must be approved by the Responsible Authority. Any existing unused crossing(s) must be removed and replaced with concrete kerb, channel and naturestrip to the satisfaction of the Responsible Authority prior to occupation of the development. All vehicle crossing works are to be carried out with Council Supervision under a Memorandum of Consent for Works which must be obtained prior to commencement of works.

**Urban Design and Landscaping**

16. All external surfaces of the building elevations must be finished in accordance with the schedule on the endorsed plans and maintained in good condition to the satisfaction of the Responsible Authority.
17. Any air-conditioning or cooling units, condensers and the like must not be located on external walls and, if located on balconies, must be screened, to the satisfaction of the Responsible Authority.
18. All pipes (except down-pipes), fixtures, fittings and vents servicing any building on the site must be concealed in service ducts or otherwise hidden from external view to the satisfaction of the Responsible Authority.
19. Outdoor lighting must be provided, designed, baffled and located to the satisfaction of the Responsible Authority such that no direct light is emitted outside the boundaries of the subject land.
20. Unless otherwise agreed in writing by the Responsible Authority, all telecommunications and power connections (where by means of a cable) and associated infrastructure to the land must be underground to the satisfaction of the Responsible Authority.
21. The owner must ensure that the garden areas shown on the endorsed plan and schedule shall only be used as gardens and shall be maintained in a proper, tidy and healthy condition to the satisfaction of the Responsible Authority. Should any plant be removed or destroyed it may be required to be replaced by a plant of similar size and variety.
22. Unless otherwise agreed in writing by the Responsible Authority, no vegetation (other than that indicated on the endorsed plan or exempt from planning permission under the provisions of the Banyule Planning Scheme) shall be damaged, removed, destroyed or lopped.

**Waste Management**

23. No receptacles for any form of rubbish or refuse (other than public waste bins) may be placed or allowed to remain in view from a public road or thoroughfare except during collection. Odour must not be emitted from any such receptacle to cause offence to any person outside the subject land, to the satisfaction of the Responsible Authority.

**Maintenance of property**

24. The occupiers must promptly remove or obliterate any graffiti on the subject site which is visible to the public and keep the site free from graffiti at all times to the satisfaction of the Responsible Authority.

**Permit Expiry**

25. In accordance with section 68 of the Planning and Environment Act 1987, this permit will expire if one of the following circumstances applies:
  - The development is not commenced within two years of the date of this permit; or
  - The development is not completed within four years of the date of this permit.

**PERMIT NOTES**

**A. Expiry of Permit**

In accordance with section 69 of the *Planning and Environment Act 1987*, the Responsible Authority may extend the periods referred to if a request is made in writing:

- (a) Before the permit expires, or
- (b) Within six months afterwards, or
- (c) Within 12 months afterwards if the development started lawfully before the permit expired.

In the event that this permit expires or the subject land is proposed to be used or developed for purposes different from those for which this permit is granted, there is no guarantee that a new permit will be granted. If a permit is granted then the permit conditions may vary from those included on this permit having regard to changes that might occur to circumstances, planning scheme provisions or policy.

**B. Building Permit Required**

Building Permit must be obtained prior to the commencement of any works associated with the proposed development.

**C. Building over Easements**

No structure, including sheds and water tanks shall be built over any easement on the subject land except with the consent of the relevant Responsible Authority.

**D. Drainage Plan Requirements**

Please contact Council's Developments and Drainage Department via [enquiries@banyule.vic.gov.au](mailto:enquiries@banyule.vic.gov.au) for the Tc/Tso Values prior to the submission of stormwater drainage plans as required by the conditions of the permit.

**E. Access to Council Reserve**

No permission can be granted either temporary or otherwise by Council and/or its employees with respect to access to the adjacent Council owned land (including the road reserve) for any purposes relating to the proposal (e.g. parking of surplus vehicles, delivery of materials etc.), without application being made for the requisite permit (i.e. Local Law Permit).

**F. Completion of Development**

Immediately upon completion of the development permitted by this permit, the owner or developer of the subject land must notify Council's Development Planning Section that the development is complete and complies with all requirements of the permit. The development will then be inspected to ensure compliance. An early inspection process will ensure that the subdivision approvals including the Statement of Compliance can be issued without delay.

**G. Development Infrastructure Levy**

Please refer to Schedule 1 to the [Development Contributions Plan Overlay](#) for charge areas and levies payable. To request an invoice for payment, please email [DCPofficer@banyule.vic.gov.au](mailto:DCPofficer@banyule.vic.gov.au) including the address of the land that is being developed.

**H. Street Numbering**

Please note that property addresses are allocated by Council. This is usually formalised at the time of the issue of a certified plan, however it is Council's intention to number the proposed allotments as follows:

- Dwelling 1 1/1172 Plenty Road BUNDOORA
- Dwelling 2 2/1172 Plenty Road BUNDOORA
- Dwelling 3 3/1172 Plenty Road BUNDOORA

**I. Memorandum of Consent for Works**

Council's Construction Department must supervise all works undertaken on Council assets within private property, Council Reserves, easements, drainage reserves and/or road reserves, including connection of the internal drainage system to the existing Council assets. Prior to the commencement of any works, an application must be made and a permit received for:

## NOTICE OF DECISION TO GRANT A PERMIT: P1192/2021

- A “Memorandum of Consent for Works” for any works within the road reserve; and/or
- A “Drainage Connection Permit” for any works other than within a road reserve.

### **J. Building Site Code of Practice**

All construction works must comply with the requirements of the ‘Building Site Code of Practice – Banyule City Council’. A copy of the Code is available on the Banyule City Council website or at Council Service Centres.

# IMPORTANT INFORMATION ABOUT THIS NOTICE

## WHAT HAS BEEN DECIDED?

- The Responsible Authority has decided to grant a permit. The permit has not been issued.
- This notice sets out what the permit will allow and what conditions the permit will be subject to if issued.

## WHAT ABOUT APPEALS?

### ***For the Applicant –***

- The person who applied for the permit may apply for review of any condition in the notice of decision to grant a permit. The application for review must be lodged within 60 days of the giving of this notice.

### ***For an Objector –***

- An objector may apply for review of the decision of the Responsible Authority to grant a permit. The application for review must be lodged within 28 days from the date the Notice of Decision is issued.
- If there is no application for review, a permit will be issued after 28 days from the date the Notice of Decision is issued.

### ***For a Recommending Referral Authority –***

A recommending referral authority may apply for review of the decision of the responsible authority—

- (a) to grant a permit, if that recommending referral authority objected to the grant of the permit; or
- (b) not to include a condition on the permit that the recommending referral authority recommended.

The application for review must be lodged within 28 days from the date the Notice of Decision is issued.

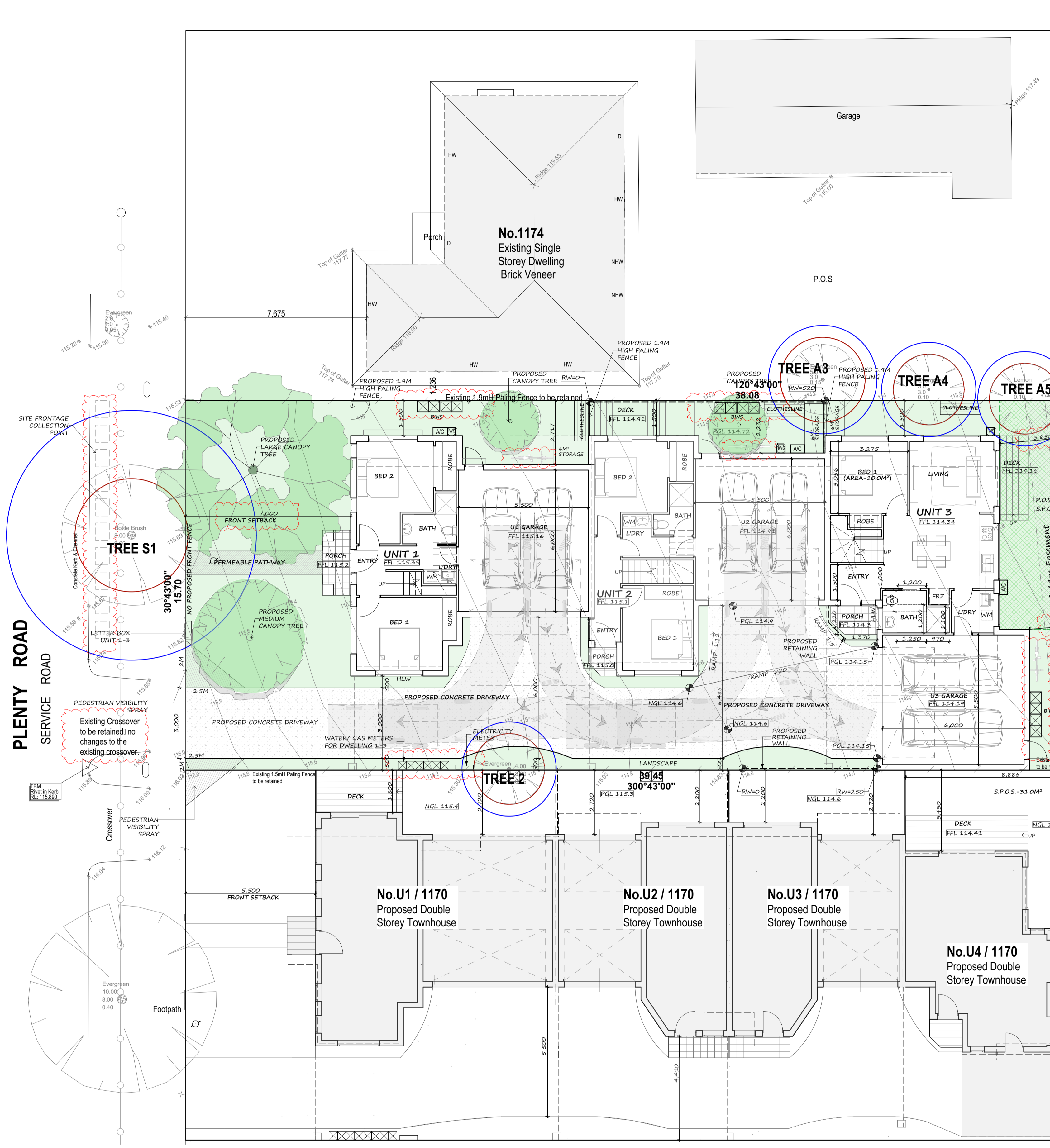
If there is no application for review, a permit will be issued after 28 days from the date the Notice of Decision is issued.

### ***For all applications for review –***

- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the Application for Review form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- An application for review must also be served on the Responsible Authority.
- Notice of the application for review must be given in writing to all other parties to the review as soon as practicable after an application for review is lodged. An objector who applied for the review must give notice to the person who applied for the permit.

An applicant who applies for review must give notice to all objectors.

- Details about applications for review and the fees payable can be obtained from the Victorian Civil Administrative Tribunal.



**TREE DATA TABLE:**

Tree	ID	Common Name	Origin	DØH (cm)	TPZ (m)	SRZ (m)	Height (m)	Canopy (m)	Age	Location
S1	Agonis flexuosa	Willow Myrtle	Australian Native	44	5.3	2.4	6	5	Semi-mature	Street tree
2	Ficus carica	Common Fig	Exotic	15	2	1.5	5	5	Semi-mature	Onsite - between south boundary fence and garage
A3	Prunus x domestica	European Plum	Exotic	23	2.8	1.8	4.5	5	Semi-mature	1174 Plenty Rd
A4	Prunus x domestica	European Plum	Exotic	11	2	1.5	3.5	4	Semi-mature	1174 Plenty Rd
A5	Citrus limon	Lemon	Exotic	15	2	1.5	4	4	Semi-mature	1174 Plenty Rd
A6	Ficus carica	Common Fig	Exotic	5	2	1.5	1.75	1.5	Semi-mature	4 Clive Ct

**Sustainable Design Assessment (SDA)**

1172 Plenty Road, Bundoora VIC 3083  
Project Number: 211205

- Water**  
Fixtures and Fittings: 4 Stars WELS (>=6.0 but <=7.5)  
Showerhead: 5 Star WELS rating  
Kitchen Taps: 5 Star WELS rating  
Bathroom Taps: 5 Star WELS rating  
WC: 4 Star WELS rating  
Water Tanks: Connected to toilet flushing
- Landscaping:** Refer to landscape plans for water efficient design
- Energy**  
Energy Ratings: Each dwelling to achieve 6.0 stars  
Refer to preliminary energy ratings:  
Heating System: 4 Star Reverse Cycle Space  
Cooling System: 4 Star Refrigerative Space  
Hot Water System: 5 Stars Gas Instantaneous System  
Internal Lighting: 4w/m2 throughout dwelling  
External Lighting: To be controlled by motion detector
- Stormwater**  
STORM Rating: 100%: Refer to STORM rating  
Treatment types: 6000L underground RWT connected to 295.2m2 roof space  
All Unit Roof Area:
- IEQ**  
Double Glazing: Double glazing to all habitable areas, please refer to plans  
Orientation: At least 50% of living areas are orientated to the north
- Transport**  
Bicycle Parking: 3 bicycle spaces provided, please refer to plans for location
- Waste**  
No credits claimed
- Urban Ecology**  
Vegetation Area: 30%
- Innovation**  
No credits claimed

**NOTE:**  
- Double glazed to feature in all living/bedroom areas for thermal comfort.  
- External lighting controlled by motion detector.  
- Artificial light to have a maximum illumination power density of 4w/m2 or less.

**LEGEND**

W	WINDOW
HW	HABITABLE ROOM WINDOW
NHW	NON HABITABLE ROOM WINDOW
OB	OPAQUE GLAZING WINDOWS OPAQUE GLAZING TO WINDOWS (NO FILM) TO 1.7M ABOVE FLOOR LEVEL TO AVOID OVERLOOKING. REFER TO ELEVATIONS FOR DETAILS.
HLW	HIGHLIGHT WINDOWS MIN: 1.7M HIGH WINDOW SILL TO AVOID OVERLOOKING. REFER TO ELEVATIONS FOR DETAILS.
(Circle with slash)	EXISTING TREE TO BE REMOVED
(Circle with dot)	EXISTING TREE TO BE RETAINED
(Green circle)	PROPOSED TREE
(Grey hatched)	PERMEABLE PATHWAY
(Blue hatched)	CONCRETE DRIVEWAY
(Red hatched)	CLOTHESLINE
(Square with X)	BINS
(Square with diagonal lines)	WATER/ GAS METER
(Square with M)	ELECTRICITY METER
(Square with W)	EXTERNAL HOT WATER SERVICE
(Green)	GREEN AREA
(FFL XXXX)	FLOOR FINISH LEVEL
(Grey hatched)	PROPOSED RETAINING WALL

**DRIVEWAY NOTE**  
- THE GRADIENT ON AND NEAR ACCESS WAYS SHALL BE A MAXIMUM OD 1 IN 20 (5%) ACROSS THE PROPERTY LINE IN ACCORDANCE WITH THE AUSTRALIAN STANDARD FOR OFF STREET CAR PARKING AS/NZS 2890.1  
- THE RAMP GRADE DESIGNED IN ACCORDANCE WITH SECTION 2.5.3 OF THE AUSTRALIAN STANDARD FOR OFF STREET CAR PARKING AS/NZS 2890.1 WITH A MAXIMUM GRADE OF 1 IN 4.  
- PROVISION OF 2 METRE GRADE TRANSITION BETWEEN THE MAIN GRADE LINE FOR CHANGES IN EXCESS OF 12.5% IN ACCORDANCE WITH SECTION 2.5.3 OF THE AUSTRALIAN STANDARD FOR OFF STREET CAR PARKING AS/NZS 2890.1  
- GRADE CHANGES DESIGNED IN ACCORDANCE WITH APPENDIX D TO ENSURE THAT VEHICLES WILL NOT SCRAPE OR BOTTOM OUT IN ACCORDANCE WITH SECTION 2.5.3 OF THE AUSTRALIAN STANDARD FOR OFF STREET CAR PARKING AS/NZS 2890.1

**DEVELOPMENT SUMMARY**

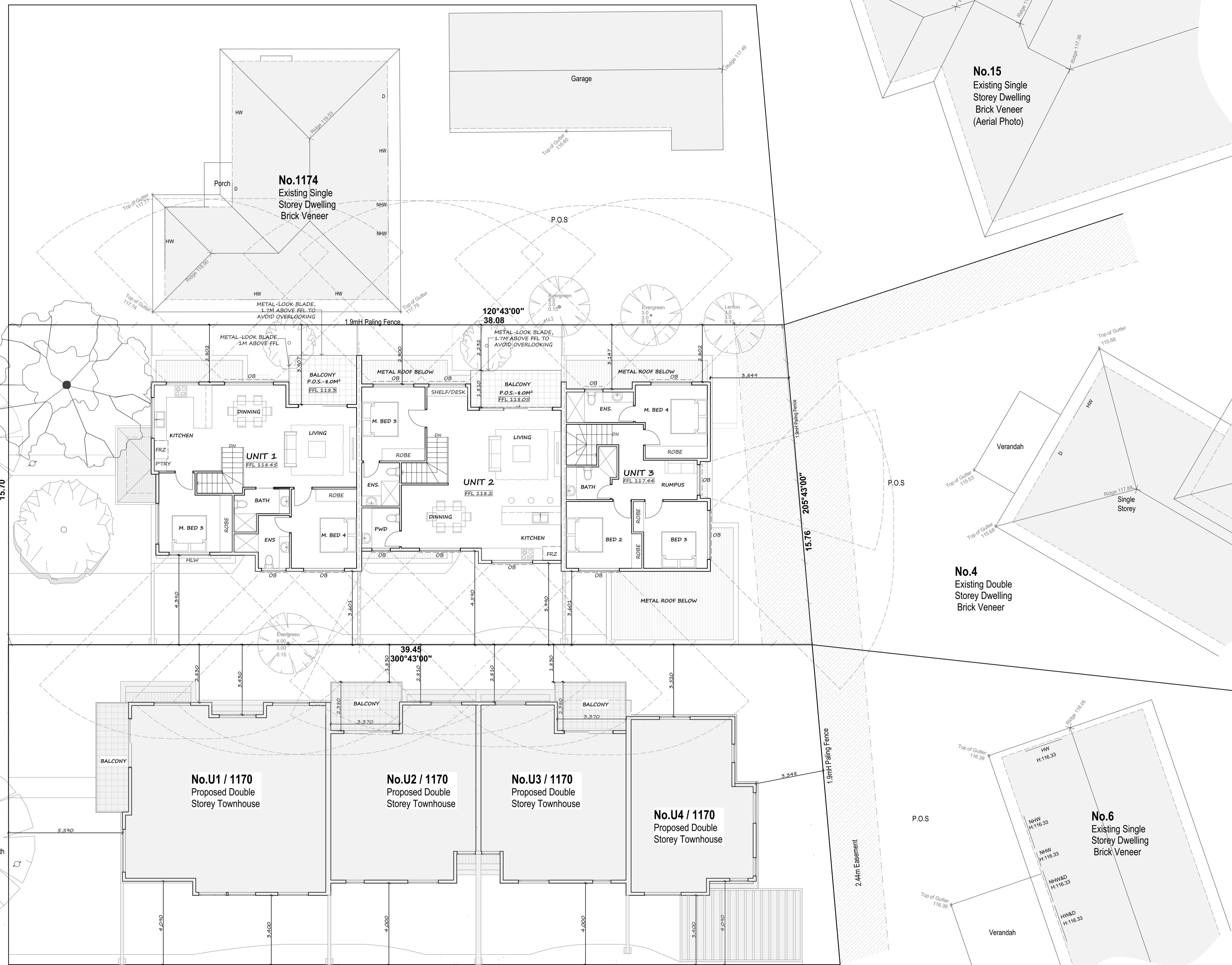
TOTAL SITE AREA:	610M <sup>2</sup>
BUILDING FOOTPRINT	312.0M <sup>2</sup>
SITE COVERAGE	51.1%
PERMEABLE SURFACE	206.4M <sup>2</sup>
PERMEABILITY	33.8%
GARDEN AREA	190.3M <sup>2</sup> 31.2% OF THE LOT SIZE

**UNITS AREA ANALYSIS: (SQM)**

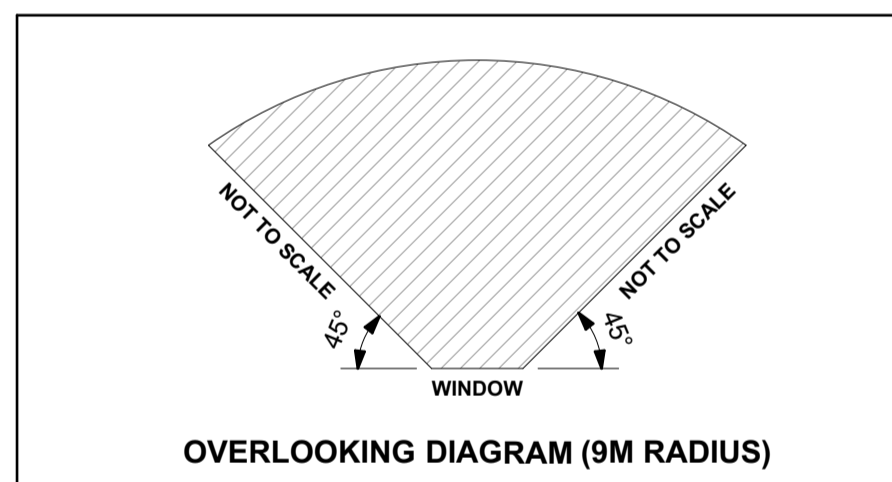
	UNIT 1	UNIT 2	UNIT 3
GROUND FLOOR	82.2	81.8	96.6
FIRST FLOOR	86.1	82.8	64.9
PORCH	3.3	1.3	2.2
GROSS ENCLOSED FLOOR AREA	168.3	164.6	163.7
BALCONY	8.0	8.0	----
SECLUDED POS	----	----	38.4

**PROPOSED GROUND FLOOR PLAN**  
1:100@A1/1:200@A3

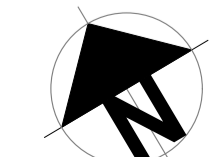
PLENTY ROAD  
SERVICE ROAD

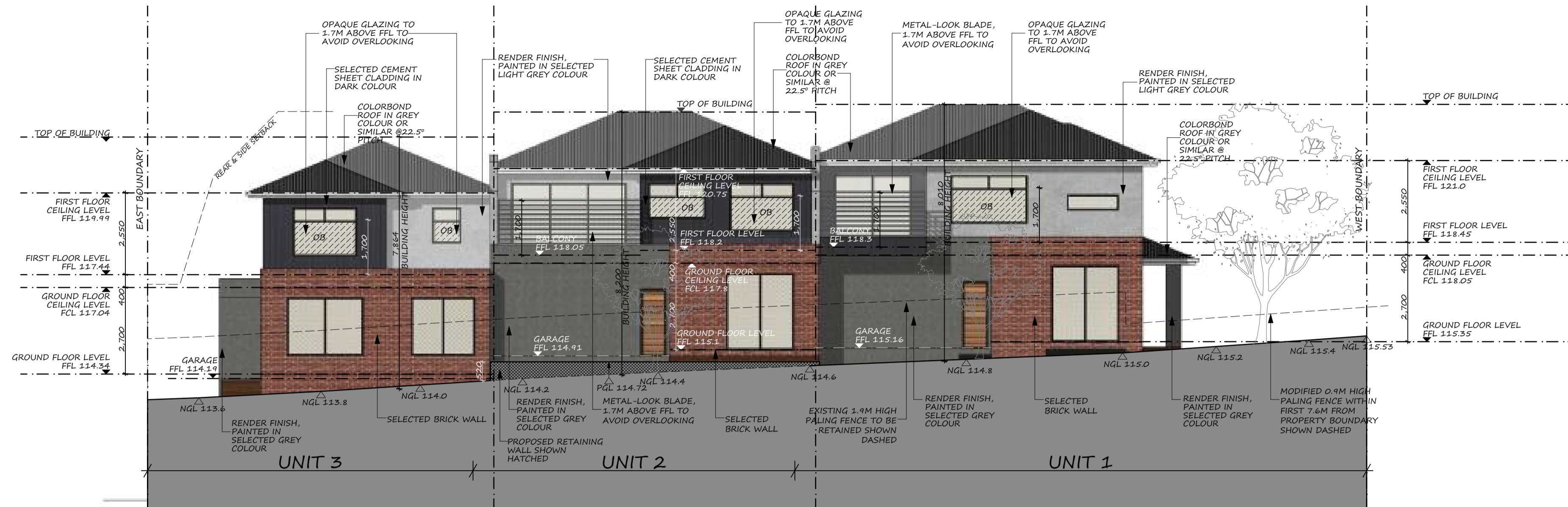


LEGEND	
W	WINDOW
HW	HABITABLE ROOM WINDOW
HW	HABITABLE WINDOW
NHW	NON HABITABLE ROOM WINDOW
OB	OPAQUE GLAZING WINDOWS OPAQUE GLAZING TO WINDOWS (NO FILM) TO 1.7M ABOVE FLOOR LEVEL TO AVOID OVERLOOKING. REFER TO ELEVATIONS FOR DETAILS.
HLW	HIGHLIGHT WINDOWS MIN. 1.7M HIGH WINDOW SILL TO AVOID OVERLOOKING. REFER TO ELEVATIONS FOR DETAILS.
(Tree symbol)	EXISTING TREE TO BE REMOVED
(Tree symbol)	EXISTING TREE TO BE RETAINED
(Tree symbol)	PROPOSED TREE
(Hatched symbol)	PERMEABLE PATHWAY
(Hatched symbol)	CONCRETE DRIVEWAY
(Hatched symbol)	CLOTHESLINE
(Box symbol)	BINS
(Box symbol)	WATER/ GAS METER
(Box symbol)	ELECTRICITY METER
(Box symbol)	EXTERNAL HOT WATER SERVICE
(Green symbol)	GREEN AREA
(Line symbol)	FLOOR FINISH LEVEL
(Hatched symbol)	PROPOSED RETAINING WALL

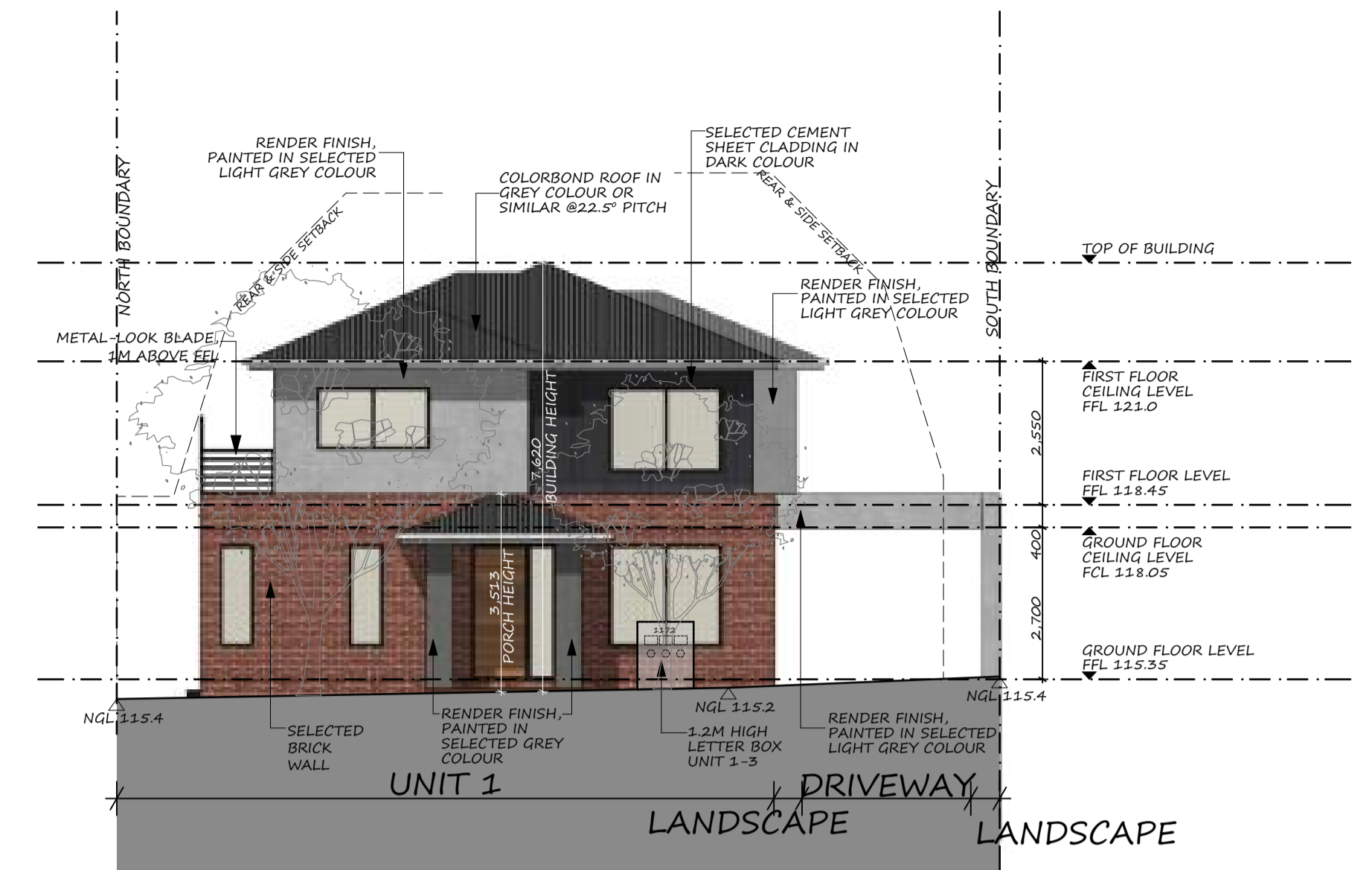


**PROPOSED FIRST FLOOR PLAN**  
1:100@A1/1:200@A3

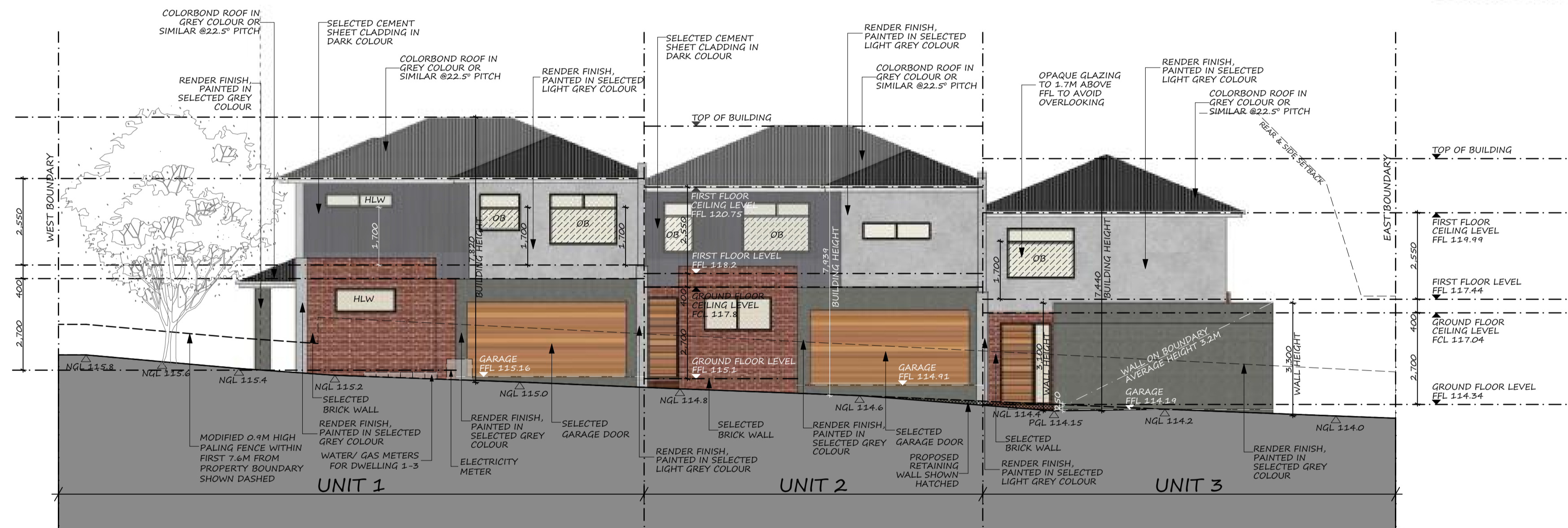




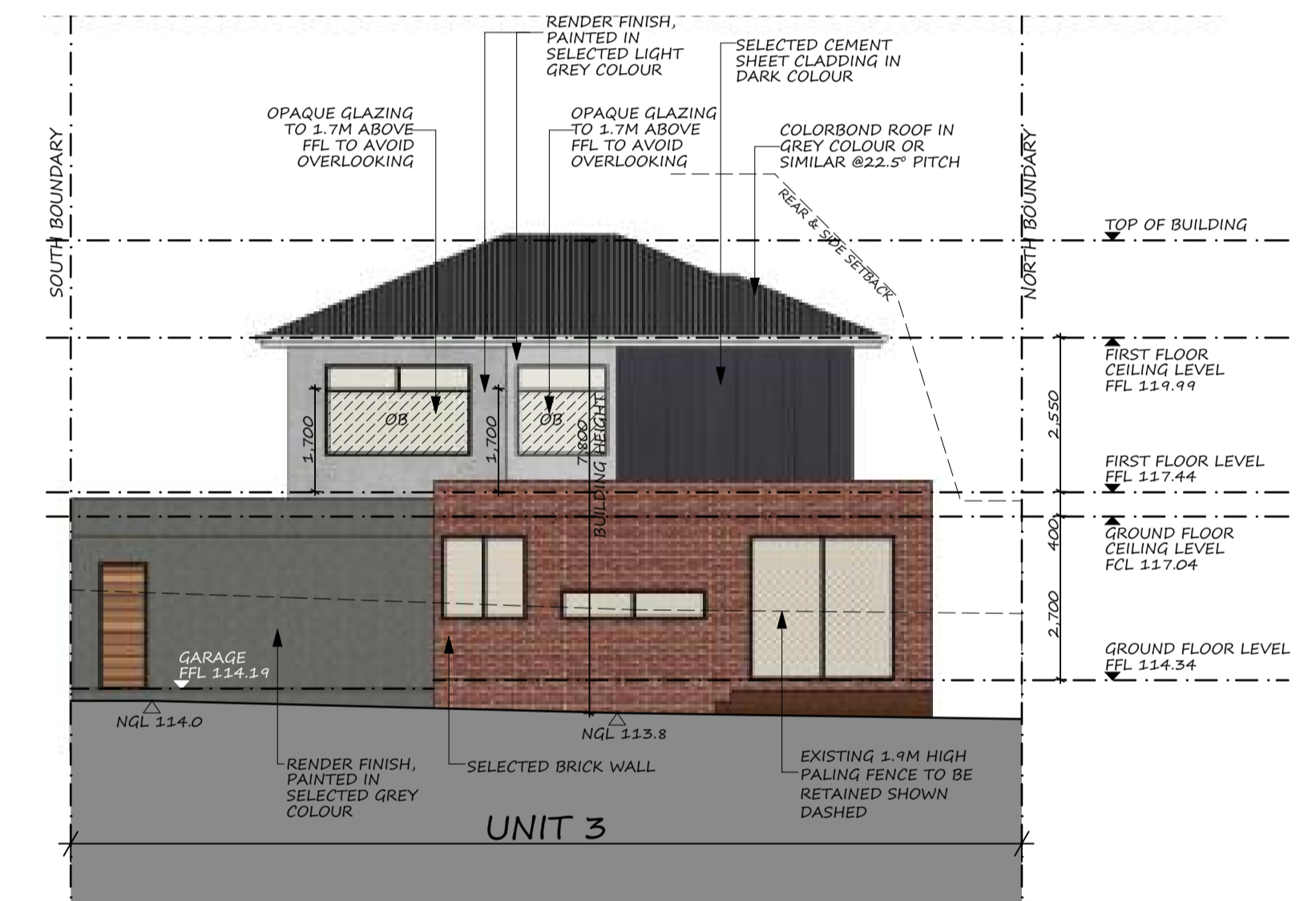
**PROPOSED NORTH ELEVATION**  
1:100@A1/ 1:200@A3



**PROPOSED WEST ELEVATION**  
1:100@A1/ 1:200@A3

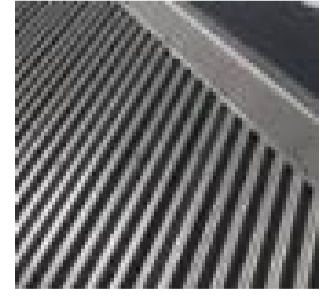
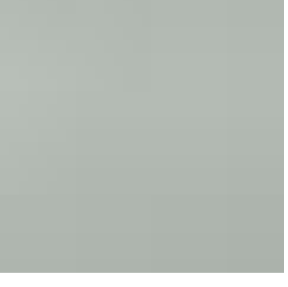



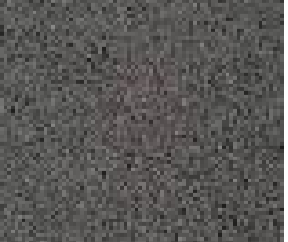




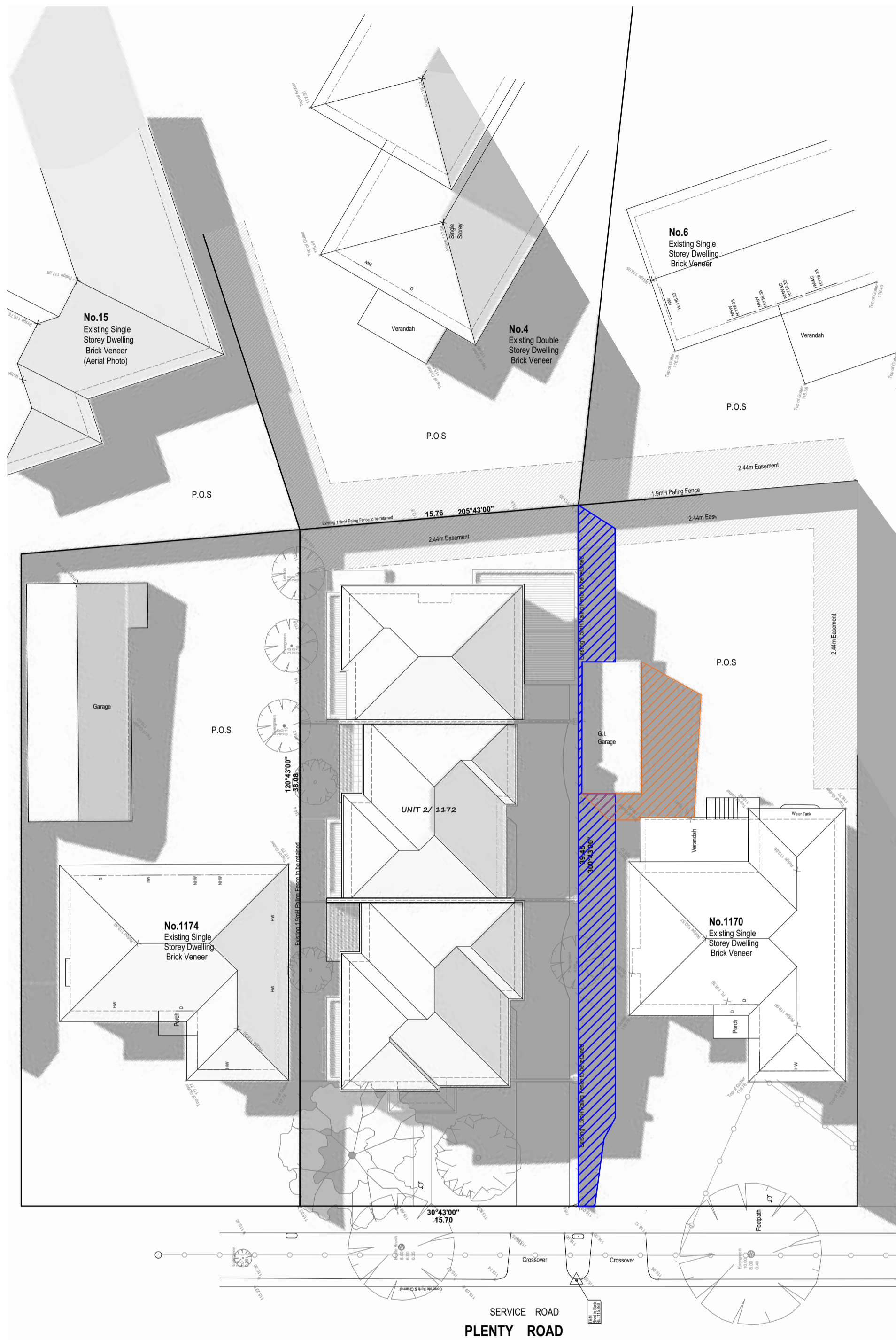
**PROPOSED SOUTH ELEVATION**  
1:100@A1/ 1:200@A3



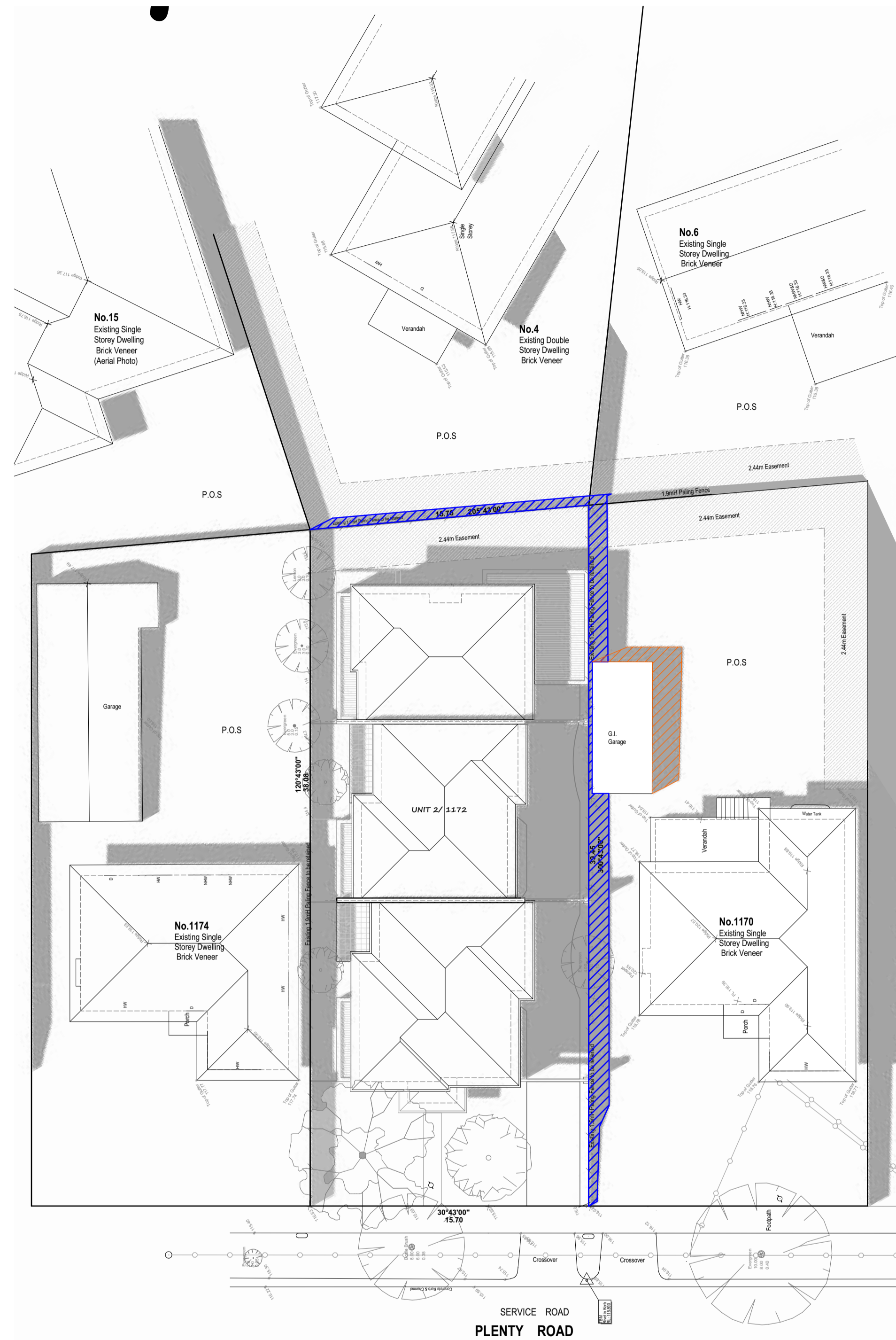
**PROPOSED EAST ELEVATION**  
1:100@A1/ 1:200@A3

**EXTERIOR COLOUR & FINISHES SCHEDULE**

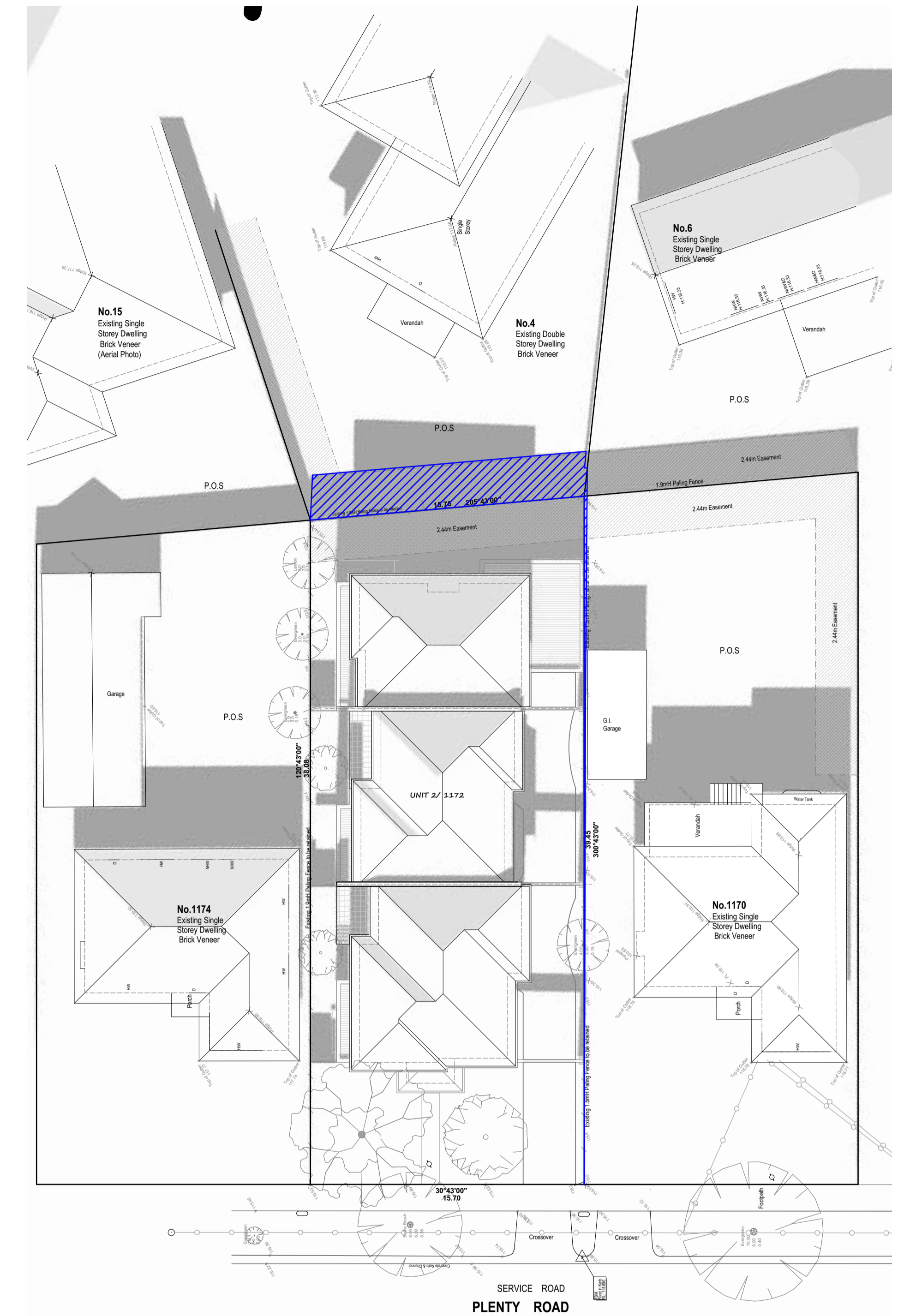
Items	Colours	Images	Items	Colours	Images	Items	Colours	Images	Items	Colours	Images
ROOF - METAL	COLORBOND- GREY		APPLIED RENDER FINISH	DULUX- LIGHT GREY		OBSCURE GLASS			GARAGE DOOR	TIMBER LOOK OR SIMILAR	
BRICK	AUSTRALBRICKS		APPLIED RENDER FINISH	DARK GREY		CEMENT SHEET CLADDING	DARK GREY		BALCONY BALUSTRADE	METAL-LOOK, DARK COLOUR	



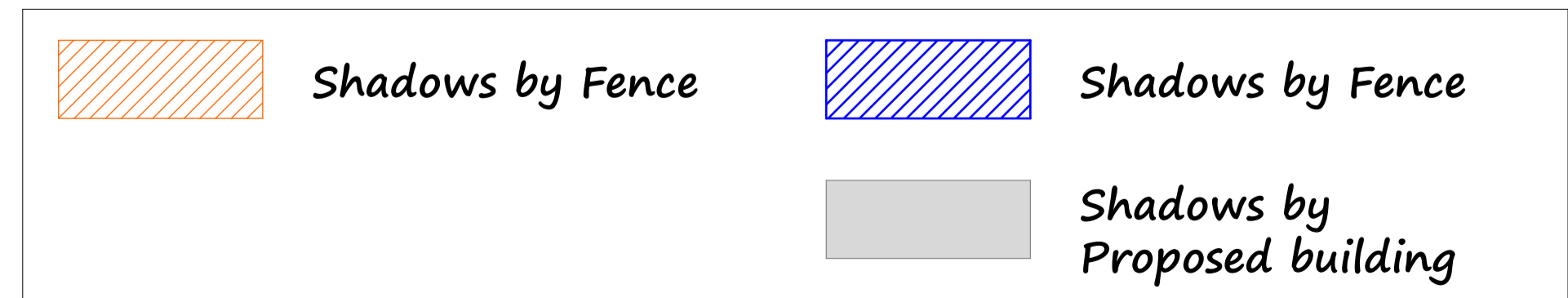
**PROPOSED SHADOW DIAGRAM- 9AM**  
1:200@A1/ 1:400@A3

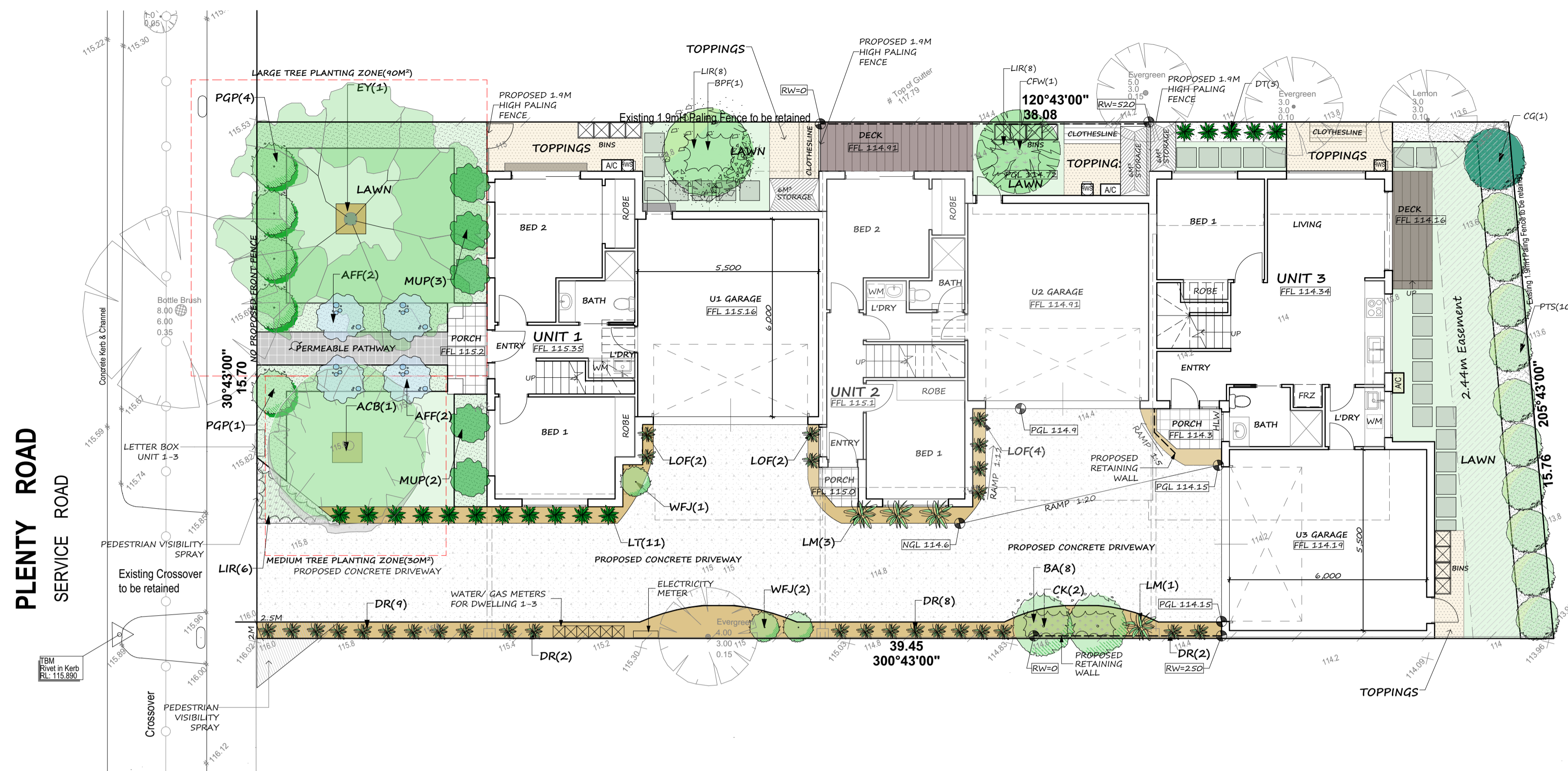


**PROPOSED SHADOW DIAGRAM- 12PM**  
1:200@A1/ 1:400@A3



**PROPOSED SHADOW DIAGRAM- 3PM**  
1:200@A1/ 1:400@A3





# PROPOSED CONCEPT LANDSCAPE PLAN

1:100@A1/1:200@A3

PLANT SCHEDULE							
Trees	ID	Qty	Common Name	Botanical Name	Height @ Maturity(m)	Width @ Maturity(m)	Pot Size @ Install (cm)
	ACB	1	Trident Maple	Acer buergerianum	9m	6m	16ltr
	EY	1	Red Box	Eucalyptus polyanthemus	15m	8m	40ltr
	BPF	1	Upright Silver Birch	Betula pendula fastigiata	10m	4m	16ltr
	CFW	2	Dwarf Flowering Gum	Corymbia ficifolia "Wildfire"	6m	3.5m	16ltr
Shrubs & Groundcovers							
	AFF	4	Lilly Pilly	Acmena smithii "Forest Flame"	1.7m	1.5m	20cm pot
	CG	1	Rock Correa	Correa glabra	2m	2m	20cm pot
	CK	2	Bottlebrush	Callistemon "Kings Park Special"	4m	3m	20cm pot
	MUP	5	Orange Jessamine	Murraya paniculata	1m	1m	20cm pot
	PGP	5	Pittosporum	Pittosporum "Green Pillar"	2.5m	1.5m	20cm pot
	PTS	10	Pittosporum	Pittosporum tenuifolium "Silver Sheen"	3m	1.5m	20cm pot
	WFJ	3	Compact Coastal Rosemary	Westringia fruticosa "Jervis Cove"	1m	1m	20cm pot
Ground Cover & Low Shrubs							
	BA	8	Cut-Leaf Daisy	Brachyotum multifida	0.3m	0.75m	14cm pot
	LIR	22	Liriopsis	Liriopsis "Isabella"		0.5m	14cm pot
Tussocks/Grasses/ Evergreen Perennials							
	DR	19	Dianella revoluta var. revoluta	Black-Anther Flax-Lily	0.6m	0.6m	14cm pot
	DT	5	Dianella tasmanica	Tasman Flax Lily	0.6m	1m	14cm pot
	LOF	8	Lamandra filiformis	Wattle Mat Rush	0.5m	0.2m	14cm pot
	LM	4	Liriopsis muscari	Liriopsis	0.75m	0.75m	14cm pot
	LT	11	Lamandra longifolia "Tanika"	Tanika	0.75m	0.75m	14cm pot

## Specifications

**Subgrade preparation**  
Site preparation to be carried out in accordance with best horticultural practice and under suitable conditions. Disturbance to indigenous soil structure is to be minimised. The use of machinery that may damage soil structure or profile is not acceptable. Sub-grade to all lawn and planted areas is to be cultivated to a minimum depth of 150mm and shaped to achieve drainage falls prior to topsoiling. Subgrade to be tested prior to preparation and conditioning to determine pH, salinity and gypsum requirement. Any gypsum required is to be distributed at the manufacturers recommended rate and cultivated into the sub-grade at a minimum depth of 150mm. Proposed topping areas to be graded/ drained to prevent water discharge into neighbouring properties.

**Weed control**  
Remove and dispose of environmental weeds off site prior to subgrade preparation, topsoiling and planting works.

**Soil Preparation**  
Topsoil is to be spread in maximum 150mm layers, lightly compacted by use of a 150-200kg roller, or by thorough walking until it accords with finished kerb levels or to within 75mm below edging levels to accommodate mulch. Imported topsoil for garden beds is to be medium texture general purpose garden soil and lightly compacted to minimum 30mm depth to garden beds. Soil is to comply with s.a. 2223-1978, and as follows:  
- free from perennial weeds and their roots, bulbs and rhizomes  
- free from building rubble and any other matter deleterious to plant growth  
- pH to be 6.0-7.0  
- texture to be light to medium friable loam  
- free from silt material  
Imported topsoil for lawn rejuvenation/ establishment shall have the above characteristics, but shall be a free draining sandy loam lightly compacted to minimum 10mm depth.

**Mulch**  
The specified mulch for garden beds is to be an aged organic material with 60-80 percent of its volume being wood chips particles in a size range of 25-50mm maximum. Mulch is to be spread at a consolidated depth of 75mm

**Planting Procedure**  
If soil to planting hole is dry, fill with water and allow to drain completely. Tree roots are to be teased outwards if matted or circling occurs prior to backfilling. Place tree in centre of hole on firm soil to prevent sinking, ensuring top of the rootball is flush with the surrounding soil surface and the trunk is vertical. Backfill material is to be in a loose, friable state, with no bricks, rocks or foreign material- if sufficient material is not available form the original hole to backfill, a similar soil type must be sourced and used. Soil material must be firmly backfilled in layers to prevent large air pockets from occurring, then thoroughly watered in. Trees to be staked with two 2250mm x 70mm hardwood stakes driven firmly into the ground- stakes must not be placed through the rootball area. Trees are to be secured to each stake with a strong, soft and flexible material, tight enough to support the tree in windy conditions- yet loose enough to stimulate development of a good supportive root system. Tree tie material must not injure tree bark or restrict trunk growth for a minimum period of three years. Slow release fertiliser (3/6 month formulation) such as "Osmocote" is to be applied to the top of the rootball area away from the trunk/ stem to manufacturers specifications and watered in immediately. All trees to be mulched to a diameter of 1200mm wide and to a depth of 100mm but must not be in contact with the tree trunk. Mulch is to be an aged organic material with 60-80 percent of its volume being wood chip particles in a size range of 25-50mm maximum. Mulch is to be spread at a consolidated depth of 75mm. The planting hole surface is to be shaped to minimise waterlogging/ excessive water retention but retain the mulch material neatly. The site must be left in a clean and safe condition

**Plant Establishment Period**  
The landscape is to be maintained by applying best horticultural practice to promote healthy plant performance for a 13 week establishment period following the approval of Practical Completion by the responsible authority including (but not limited to) the following tasks- Pruning as necessary to maintain plants in a healthy and structurally sound manner, pest and diseases- vegetation to be pest and disease free, mulching, staking and tying- 75mm mulch depth to be maintained around tree bases throughout maintenance period, watering- as often as necessary to ensure healthy and vigorous growth in accordance with current local watering regulations, weeding- maintained in a weed free state over the entire mulch area by spraying or mechanical means, fertilising- 3/6 monthly slow release fertiliser in accordance with manufacturers recommended application rates, replacement of deceased, stolon or vandilised plants beyond repair or regrowth with the same species as specified in the plant schedule within the assigned maintenance period

**Irrigation**  
An in-ground automatic drip irrigation system to be installed to all garden areas and planter boxes (if applicable) in accordance with current local watering regulations

**Timber Edging**  
Timber edging to be 75mm x 25mm treated pine secured to 300mm long treated pine stakes at nom. min 1000mm spacings with galvanised screws and installed to all junctions between garden beds, lawn and topping/ pebble areas

**Drainage**  
Landscape and / or building contractor(s) are responsible for civil and hydraulic computations for landscape building works including, but not limited to surface and sub surface drainage for all landscape areas prior to commencement of works should bear a single straight trunk, strong branching pattern, and full canopy, show healthy, vigorous growth

**General**  
While care has been taken to select tree species with non-invasive root systems it is recommended that root control barriers be installed for any trees located within two metres of any building lines. Climbing plants(if applicable) are to be trained to supportive mesh, wire or lattice fixed over entire fence section from base to top. Do not scale from plan - contractor to verify all dimensions on site prior to commencing construction

**Plants - Quality of Trees and Shrubs**  
Trees and shrubs shall be healthy nursery stock free from insects, diseases and weeds. The specified plant heights, and pot sizes are minimums. If plant material is unavailable in these sizes, larger stock must be used. Plant substitution is not acceptable unless confirmed by the responsible authority in writing. The contractor is to supply and install semi mature trees which meet the following criteria:  
Have a minimum planted height to sizes as indicated in the plant schedule, have a minimum trunk calliper of 50mm at ground level, be undamaged and free of diseases and insect pests, not be root bound or have circling or girdling roots but have roots grown to the edge of - the container, should bear a single straight trunk, strong branching pattern, and full canopy, show healthy, vigorous growth

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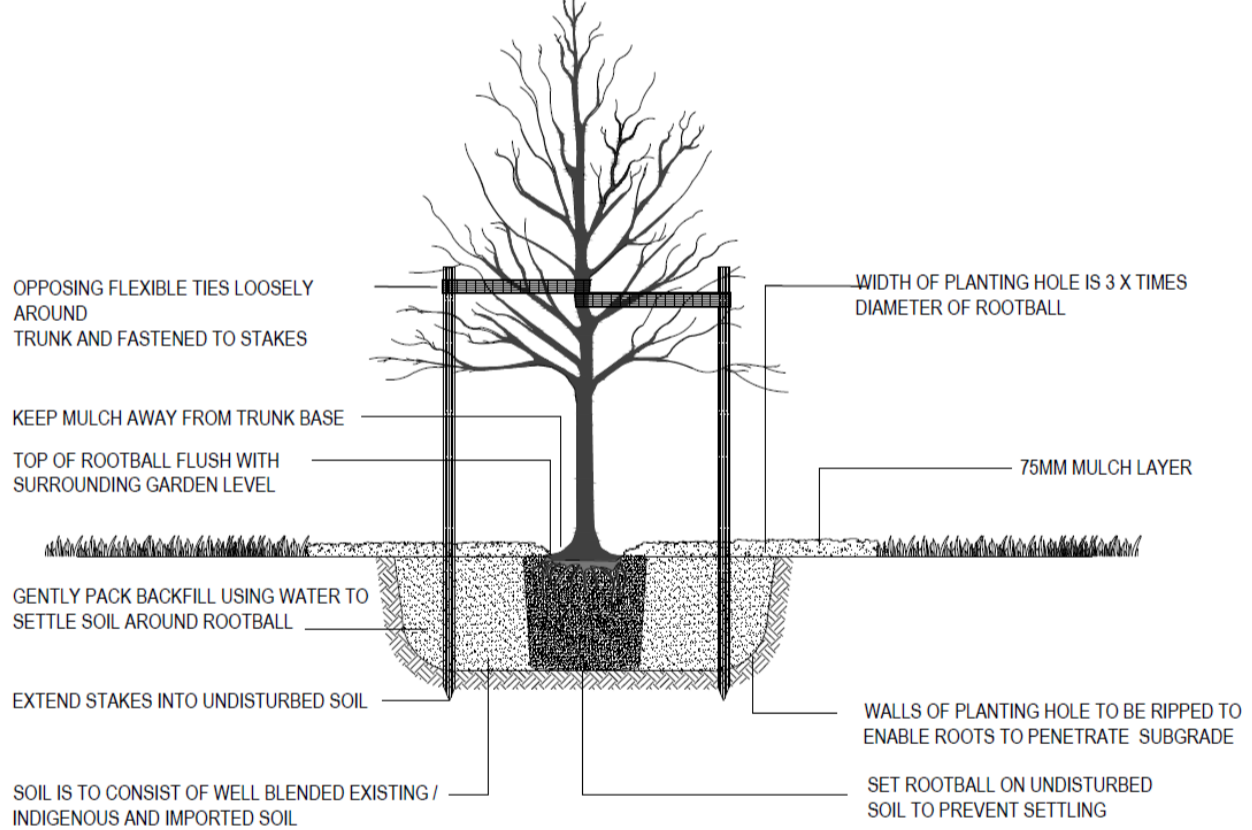
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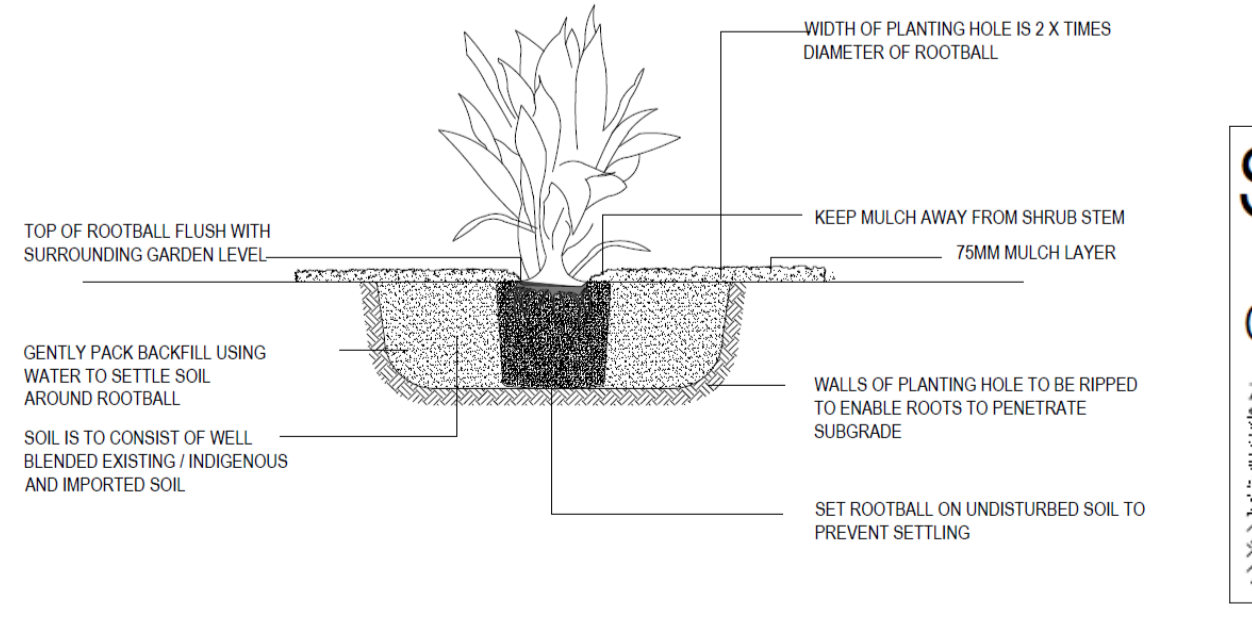
## Advanced Tree Planting

detail not drawn to scale



## Shrub Planting

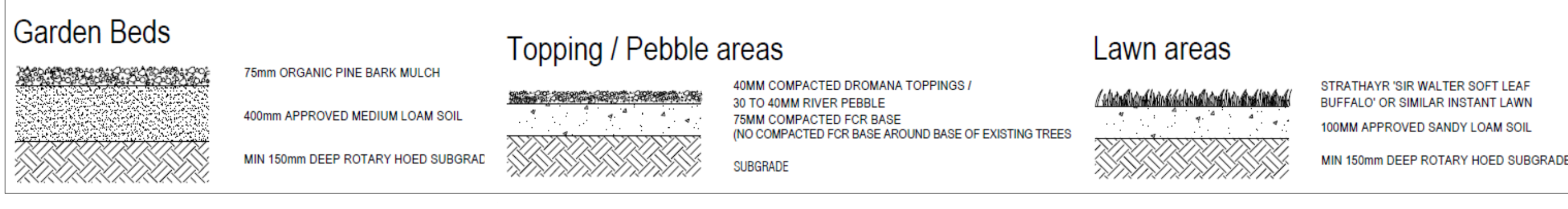
detail not drawn to scale



## TREE PROTECTION NOTES

- Tree Protection Zones\* (TPZ) for all trees being retained, including those trees located on adjacent land which may be impacted by works, must be fenced off prior to commencement of all works. Fencing measures are to be retained during the construction period. Where approved buildings and driveways are within the tree protection zones, the fence should be as close to the buildings or driveways as is practically possible.  
\* Tree Protection Zones, if not identified on the endorsed landscape plans or an associated arboricultural report, are to be calculated by multiplying the tree's stem diameter at ground level by 12 which will provide the appropriate radial set back from the stem.  
Example: A stem diameter of 32cm, when multiplied by 12, results in a radial setback for the TPZ of 3.84m
- Fencing must provide an effective physical barrier using either:  
a) 1.5m - 1.8m high wire mesh fencing, or  
b) 1.5m - 1.8m high wire reinforced para-web mesh with reinforcing fencing wire used at the top, bottom, and at least once at the half way height, and must remain in place and in good condition at all times. Signs labelled 'Tree Protection Zone - Keep Out' or similar must be placed on the fence and be visible from all sides.
- A consulting arborist must supervise any excavation works within the tree protection zones on the subject land and any instance where trees on adjoining properties may be impacted.
- No filling, trenching or excavation is to occur within Tree Protection Zones except for buildings and footings as approved by the Responsible Authority.
- Any roots encountered when excavating for footings must be handled in the following manner:  
a) Any roots <250mm in diameter cut cleanly, flush to the edge of excavation, with a sterile saw  
b) Any roots >250mm are to be left intact and the design altered to avoid the need to sever the root(s)
- Materials and machinery are not to be stored in Tree Protection Zones.
- Waste is not to be dumped or stored in Tree Protection Zones.
- No residual herbicides are to be used within the Tree Protection Zones.
- Utilities must be routed outside Tree Protection Zones. If utilities must pass through this zone, there will be no machine trenching. Rather, thrust boring must be utilised OR a consulting arborist must supervise hand digging, and determine if roots may be cut or if services must be tunnelled beneath the roots.
- Any pruning of the canopies required for building or vehicle clearance, or other reasons, is to be done by a qualified arborist to Australian Standard 4373 - 2007.
- The tree protection zone must be mulched with a 75mm layer of organic woodchip mulch.
- A manually operated surface/drip irrigation system should be used to water the root zones of the trees during dry spells, as advised by a consulting arborist. Early morning watering to the outer areas of the root zone once a week when there is no rain, to provide 30-50mm of water, will meet the needs of most trees. Such a system should be installed beneath mulch and should only be operated in compliance with any relevant water restrictions.

## Surface Finishes Detail





## Water Sensitive Urban Design Report

### Job details

Date: 15<sup>th</sup> November 2021  
Project: 3-Unit Development  
Client: You Hang  
Address: 1172 Plenty Road, Bundoora VIC 3083  
Planning No: P1192/2021  
Assessor: Rob Iacono  
Job Number: 211205

### Revision

A:	12 <sup>th</sup> November 2021	Preliminary WSUD Report
B:	15 <sup>th</sup> November 2021	WSUD Report

### Please Note

The purpose of this report is to demonstrate that the development will achieve the minimum 100% result using the industry accepted STORM rating scorecard. The calculation of the rainfall, discharge and flow rate must be calculated and designed by a suitable civil/building services engineer.

## WSUD Objectives

This report has been prepared to satisfy Banyule City Council Stormwater management (Water Sensitive Urban Design) Clause 53.18.

This policy applies to applications for:

- New Buildings
- Extensions to existing buildings which are 50m<sup>2</sup> in floor area or greater
- A subdivision in a commercial zone

This policy does not apply to an application for:

- A subdivision of an existing building.

The objective of the policy is to achieve best practice water quality performance objectives set out in the Urban Storm Water Best Practice Environment Management Guidelines, CSIRO 1999 (or as amended).

Currently, these water quality performances objectives are:

- Suspended Solids – 80% retention of typical urban annual load.
  - Total Nitrogen – 45% retention of typical urban annual load
  - Total Phosphorus – 45% retention of typical urban load
  - Litter – 70% reduction of typical urban annual load
- 
- To promote the use of water sensitive urban design, including stormwater re-use.
  - To mitigate the detrimental effect of development on downstream waterways, by the application of best practice stormwater management through water sensitive urban design for new development.
  - To minimise peak stormwater flows and stormwater pollutants to improve the health of water bodies, including creeks, rivers and bays.

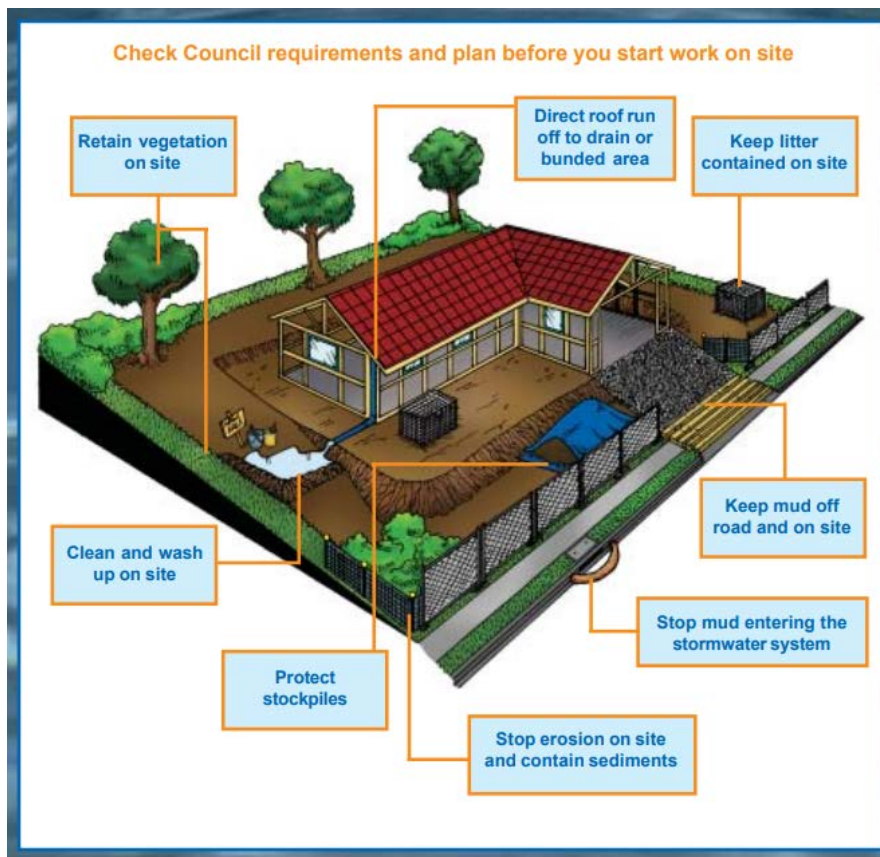
## WSUD Policy

It is policy to:

Require that the development applications provide for the achievement of the best practice performance objectives for suspended solids, total phosphorus and total nitrogen, as set out in the Urban Storm Water Best Practice Environment Management Guidelines, CSIRO 1999 (or as amended).

- Requires the use of stormwater treatment measures that improve the quality and reduce the flow of water discharged to waterways. This can include but not limited to:
  - Collections and reuse of rainwater and stormwater on site
  - Vegetated swales and buffer strips
  - Rain gardens
  - Installation of water recycling systems
  - Multiple use of water within a single manufacturing site
  - Direction of flow from impervious ground surfaces to landscape areas.
- Encourage the use of measures to prevent litter being carried off-site in stormwater flows, including;
  - Appropriately designed waste enclosures and storage bins, and
  - The use of litter traps for developments with the potential to generate significant amounts of litter.
- Encourage the use of green roofs, walls and facades on buildings where practicable (to be irrigated with rainwater/stormwater) to enhance the role of vegetation on buildings in managing the quality and quantity of stormwater.

## Stormwater Site Management Initiatives



Sourced from: *Keeping our Stormwater Clean – A Builder’s Guide*, Melbourne Water.

### **6 Site Rules To Keep The Stormwater Clean:**

1. Check council requirements and plan before you start work on site.
2. Stop erosion onsite and contain sediments.
3. Protect stockpiles.
4. Keep mud off road and on site.
5. Keep litter contained on site.
6. Clean and wash up on site.

The methods and processes specified in “Keeping our Stormwater Clean – A Builder’s Guide, developed by Melbourne Water will be adhered to by the builder/developer for managing the construction site.

### Excavation & Sediment & Dust Control

No excavation will be required near the footpath or public land, except authorities (Telstra etc) except the driveway. Footpath to be fenced as stated. Site water retention will not cause structural damage to excavations or retaining walls

Drainage of the site to the legal point of discharge throughout construction

Prevention of stormwater entering adjoining properties into the sewerage system

Capture and filtering stormwater in sediment control points before entering the legal point of discharge.

Natural rainwater run-off must be controlled to prevent sediment draining into stormwater system. Upslope water must be diverted to prevent it from travelling through the site. Downpipes must be connected as soon as a roof is installed on the site.

Pump out any water collected at the bottom of excavation sites.

Activities on construction sites need to consider permanent water saving measures regulated in Victoria. All hoses must be in good condition and fitted with a trigger nozzle. A high-pressure water cleaning unit is to be used for all washdown activities.

Sediment control barriers around all stormwater drains to be in place and maintained daily.



Rumble grids to be used and must be cleaned daily with consideration given to water saving measures including recycling, furthermore the existing gravel driveway to be maintained in good condition throughout the building works to ensure minimal clay or earth contamination to vehicle wheels.

For activities that may induce excess dust which is unlikely as the soil is of clay nature, hose down measures will be employed. This is unlikely during construction, or excavation.

Sediment barriers & rubble grids will be maintained during construction phase by the builder and undergo regular checking and maintenance when required.

## Development Details

The Subject site is located at 1172 Plenty Road, Bundoora. The plans prepared by Ausland proposes 3 double storey units.

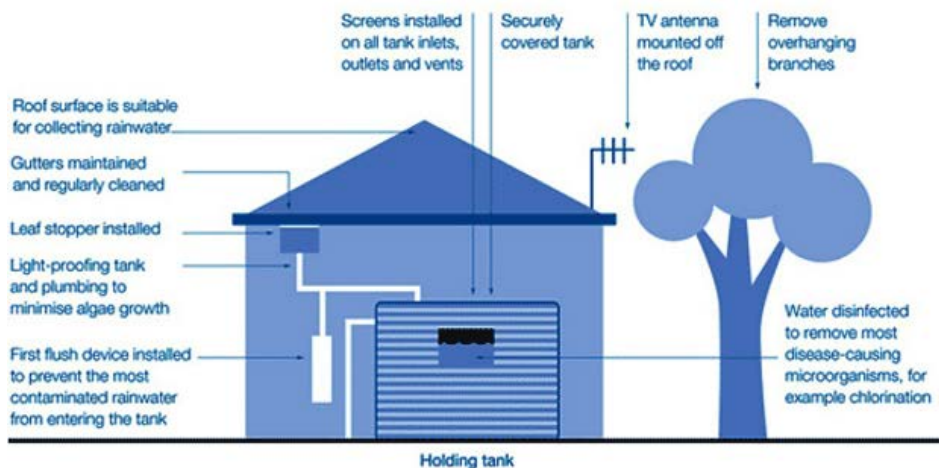
The site has a total area of 610.0m<sup>2</sup> and the hard surfaces

- Unit 1 Roof Area: 103.4m<sup>2</sup>
- Unit 2 Roof Area: 87.2m<sup>2</sup>
- Unit 3 Roof Area: 104.6m<sup>2</sup>
- Balcony Area: 16m<sup>2</sup>
- Concrete Driveway: 122m<sup>2</sup>

## STORM Assessment

A Stormwater Treatment Objective- Relative Measure (STORM) calculator was used to produce a 104% outcome.

- The driveway and balcony areas will be left untreated.
- All Unit Roof Area will require
  - 6000L underground rainwater tank connected to a total of 295.2m<sup>2</sup> of roof space.
    - Water tanks to be connected to toilet flushing.



**STORM Rating Report**



**STORM Rating Report**

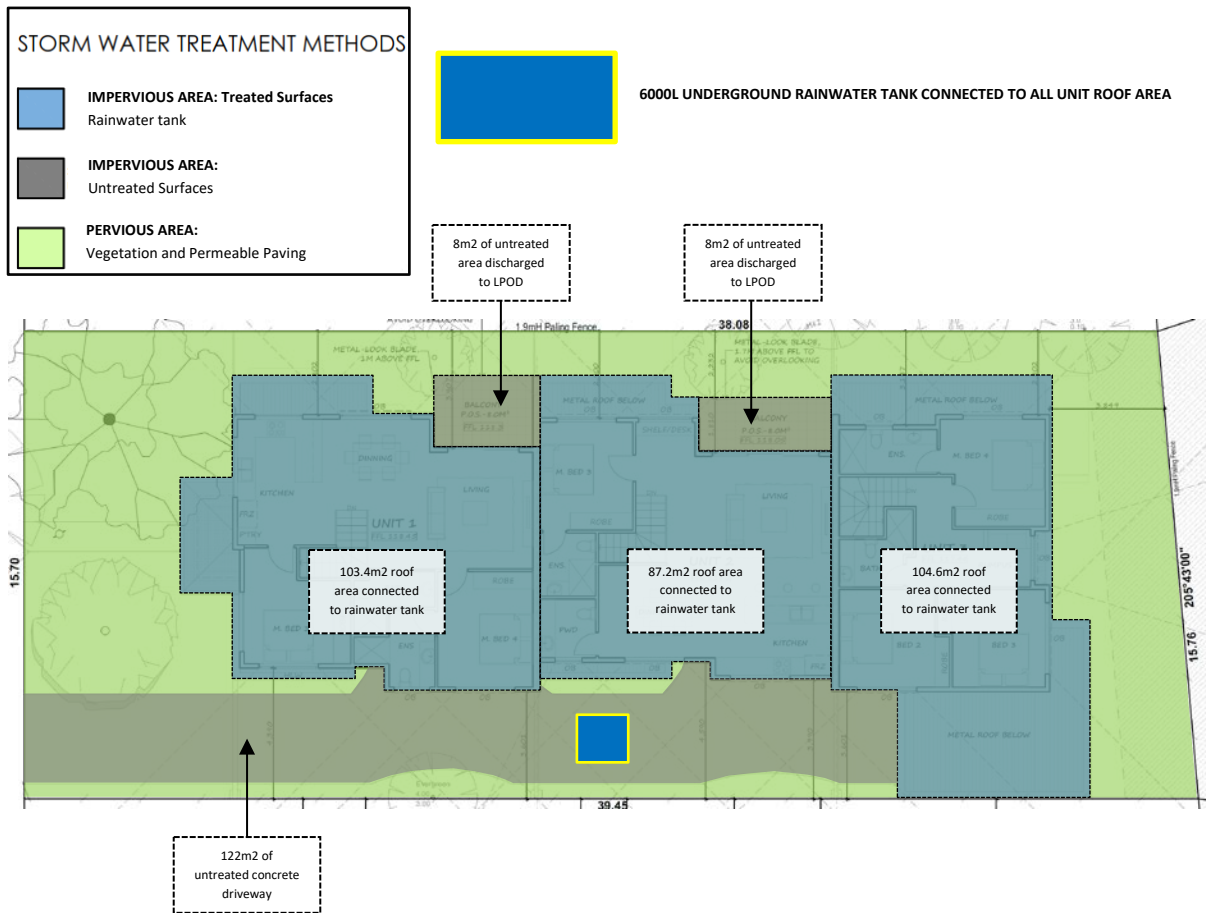
TransactionID: 1269550  
 Municipality: BANYULE  
 Rainfall Station: BANYULE  
 Address: 1172 Plenty Road

Bundoora  
 VIC 3083

Assessor:  
 Development Type: Residential - Multiunit  
 Allotment Site (m2): 610.00  
 STORM Rating %: 104

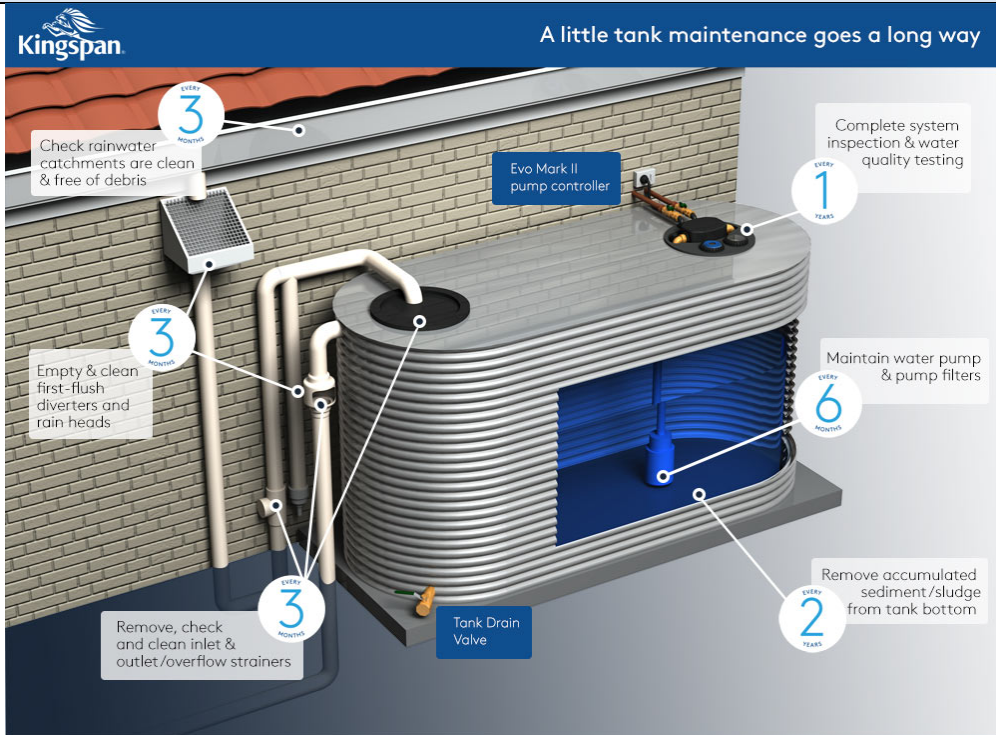
Description	Impervious Area (m2)	Treatment Type	Treatment Area/Volume (m2 or L)	Occupants / Number Of Bedrooms	Treatment %	Tank Water Supply Reliability (%)
All Units Roof Area Rainwater Tank	295.20	Rainwater Tank	6,000.00	15	153.00	78.00
All Balcony Area	16.00	None	0.00	0	0.00	0.00
Concrete Driveway	122.00	None	0.00	0	0.00	0.00

**Stormwater Treatment Plan**



*Note: Plan is indicative only and final locations of treatment systems and roof catchment area is subject to civil engineering.*

## Water Tank Maintenance Schedule



## **NCC. Volume 2 – Gutters and Downpipe Minimum Requirements**

### **2 3.5.2.3 Selection of guttering**

The size of the guttering must –

- (a) For eaves gutters, be in accordance with Table 3.5.2.2 an
- (b) For box gutters, be in accordance with AS/NZ 3500.3 or section 5 of AS/NZ 3500.5;  
And
- (c) Be suitable to remove rainwater falling at the appropriate 5 minute duration rainfall intensity listed in Table 3.5.2.1 as follows –
  - (i) For eaves gutters – 20 year average recurrence interval; and
  - (ii) For eaves gutter overflow measures – 100 year average recurrence interval; and
  - (iii) For box and valley gutters – 100 years recurrence interval.

### **3.5.2.4 Installation of gutters**

- (a) Gutters must be installed with a fall of not less than –
  - (i) 1:500 for eaves gutters, unless fixed to metal fascia's; and
  - (ii) 1:100 for box gutters.
- (b) Eaves gutters must be –
  - (i) Supported by brackets securely fixed at stop ends and at not more than 1.2m centres; and
  - (ii) Be capable of removing the overflow volume specified in Table 3.5.2.3.
- (c) Overflow measures in accordance with Table 3.5.2.4 are deemed to be capable of removing the overflow volume specified in that Table.
- (d) Valley gutters on a roof with a pitch –
  - (i) More than 12.5 degrees – must have width of not less than 400mm and be wide enough to allow the roof covering to overhang not less than 150mm each side of the gutter; or
  - (ii) Not more than 12.5 degrees – must be designed as a box gutter.
- (e) The requirement of (b)(ii) does not apply to eaves gutters fixed to a verandah or an eave that is greater than 450mm in width, which –
  - (i) Has no lining; or
  - (ii) Is a raked verandah or a raked eave with a lining sloping away from the building.

### **3.5.2.5 Downpipes – Size and installation**

Downpipes must –

- (a) Not serve more than 12m of gutter length for each downpipe; and
- (b) Be located as close as possible to valley gutters; and
- (c) Be selected in accordance with the appropriate eaves gutter section in Table 3.5.2.2.



#### Job Details

Date: 15<sup>th</sup> November 2021  
Project: Sustainable Design Assessment for 3-Unit Development  
Client: You Hang  
Address: 1172 Plenty Road, Bundoora VIC 3083  
Planning No: P1192/2021  
Assessor: Rob Iacono  
Job No: 211205

#### Revision

A:	12 <sup>th</sup> November 2021	Preliminary SDA Report
B:	15 <sup>th</sup> November 2021	SDA Report

## Introduction

The Subject site is located at 1172 Plenty Road, Bundoora. The plans prepared by Ausland proposes 3 double storey units. The site has a total area of 610m<sup>2</sup> and is orientated west to east and has minimal wall on boundary construction. The driveways are proposed to the west of the development.

The following report is to be read in conjunction with the following documents.

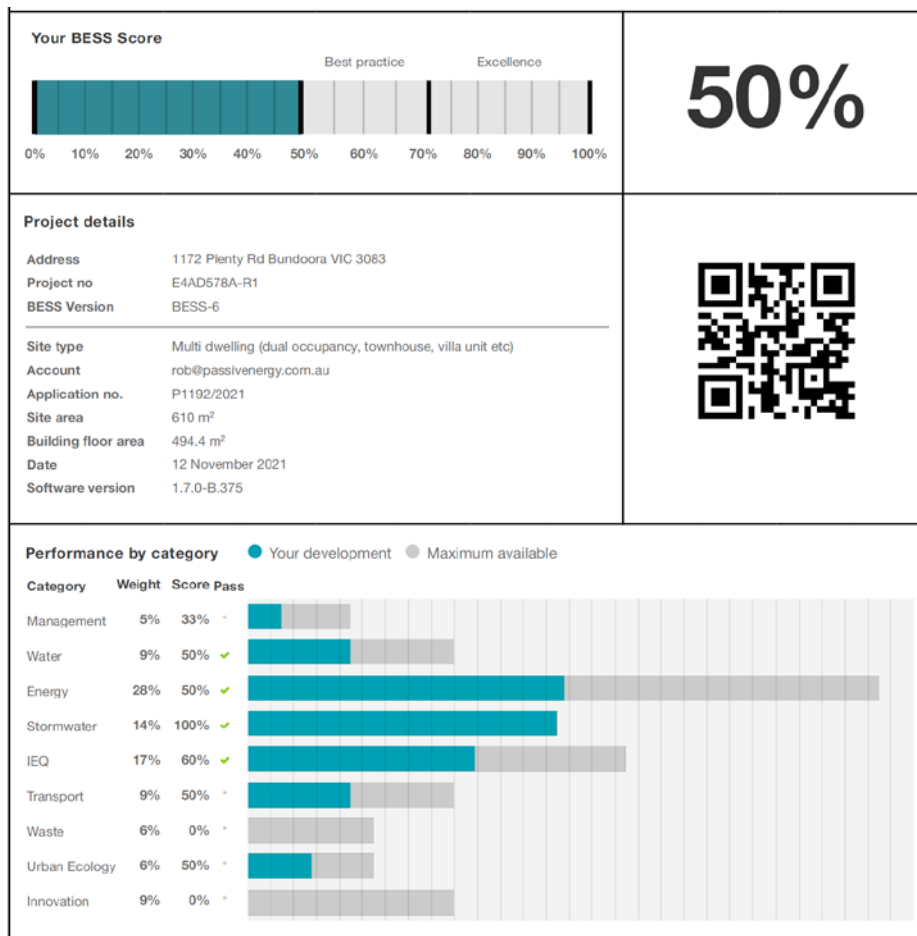
- BESS assessment
- NatHERs ratings
- STORM assessment
- Walk score

## BESS Assessment (Project number E4AD578A)

The BESS (Built Environment Sustainable Scorecard) V3, 1.7 was used to assess

- Water
- Energy
- Stormwater
- Indoor Environment Quality (IEQ)
- Transport
- Waste
- Urban Ecology &
- Innovation

Following is a list of initiatives inputted into the scorecard to achieve a best practice score of 50%



## Water requirements

### Objectives

- To improve water efficiency.
- To reduce total operating potable water use.
- To encourage the collection and reuse of stormwater.
- To encourage the appropriate use of alternative water sources (eg. Grey water)

### Initiatives

- 6000L underground rainwater tank connect to all unit roof area.
- Rainwater tanks connected to toilet flushing.
- Water efficient landscaping. A landscape plan prepared by a suitable landscape architect to nominate water efficient vegetation throughout the development.
- For outdoor water reductions, plants, shrubs and lawn which require low amounts of water (drought-resistance) should be chosen. Native plants will be selected as they use less water and are more resistant to local plant diseases. Plant slopes with plants that will retain water and help reduce runoff.
- Group plants according to their watering needs.
- Mulch will slow evaporation of moisture while discouraging weed growth. Adding 2 - 4 inches of organic material such as compost or bark mulch will increase the ability of the soil to retain moisture.
- Shower heads to be 4 Star WELS rating(>6.0L/min but <= 7.5L/min).
- Kitchen taps to be 5 Star WELS rating.
- Bathroom taps to be 5 Star WELS rating.
- Toilets to be 4 Star WELS rating.

## Energy

### Objectives

- To improve the efficient use of energy, by ensuring development demonstrates design potential for ESD initiatives.

### Initiatives

- Each dwelling will achieve a minimum 6 star energy rating.
- Internal lighting will achieve a maximum 4watts/m2.
- LED lighting fixtures will be considered for alternatives to fluorescent fittings to reduce energy consumption.
- External lighting will be controlled by motion sensors.
- Nominated heating and cooling systems will be 4 stars or within 1 star of the best relevant system in the market.
- Nominated gas instantaneous hot water system to be at least 5 star rating.

## Stormwater

### Objectives

- To reduce the impact of stormwater run-off.
- To improve the water quality of the water run-off.
- To achieve best practice stormwater quality outcomes.
- To incorporate the use of water sensitive urban design, including storm water re-use.

### Initiatives

A Stormwater Treatment Objective- Relative Measure (STORM) calculator was used to produce a 104% outcome.

- The driveway and balcony areas will be left untreated.
- All Unit Roof Area will require
  - 6000L underground rainwater tank connected to a total of 295.2m<sup>2</sup> of roof space.
- The 6000 litre rainwater tank will be connected to the toilets.

*\*Note: See the WSUD report prepared by PassivEnergy(Job No: 211205) for more information on the stormwater management of the development.*

## Indoor Environment Quality (IEQ)

### Objectives

- To achieve a healthy indoor environment quality for the wellbeing of building occupants, including the provision of fresh air intake, cross ventilation, and natural daylight.
- To achieve thermal comfort levels with minimised need for mechanical heating, ventilation and cooling.
- To reduce indoor air pollutants by encouraging use of materials with low toxic chemicals.
- To reduce reliance on mechanical heating, ventilation, cooling and lighting systems.
- To minimise noise levels and noise transfer within and between buildings and associated external areas.

### Initiatives

- Double glazed windows have been nominated to all living areas and bedrooms to assist with the thermal comfort.
- All living areas have been designed to take in northern sunlight.
- All carpets, internal paints and all finishes and flooring will be selected for their low VOC properties.
- Engineered wood products will be E1 – E0 grade.
- Where artificial lighting is required, only sealed energy efficient LED light fixtures should be selected or CFL's for common areas like kitchens.
- All kitchen rangehoods to be externally ducted.

## Transport

### Objectives

- To ensure that the built environment is designed to promote the use of walking, cycling and public transport, in that order and to minimise car dependency.
- To promote the use of low emissions vehicle technologies and supporting infrastructure.
- The Walk Score is a number between 0 and 100 that measures the walkability of any address to shops, restaurant, parks, entertainment etc.

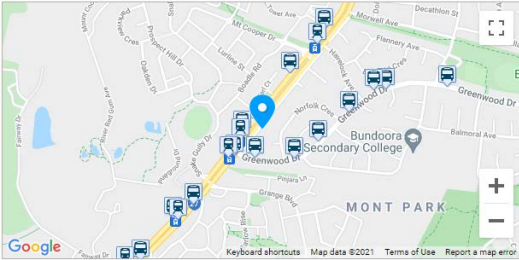
### Initiatives

- There is 1 parking spot for bicycles per unit.
- 1172 Plenty Road has a Walk Score of 61 out of 100. This location is Somewhat Walkable so some errands can be accomplished on foot.
- This location is in the Bundoora neighbourhood in Melbourne. Nearby parks include Mount Cooper Reserve, Gresswell Habitat Link and Rotating Swing.
- The site is situated 3.2km to Watsonia train station

**Transit Score**  
**56**

**Good Transit** [Add to your site](#)

1172 Plenty Road has good transit which means many nearby public transportation options.

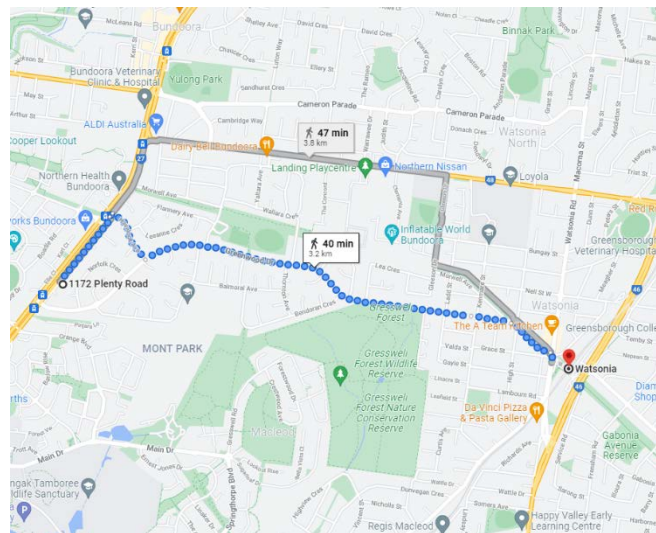


**Rail lines:**

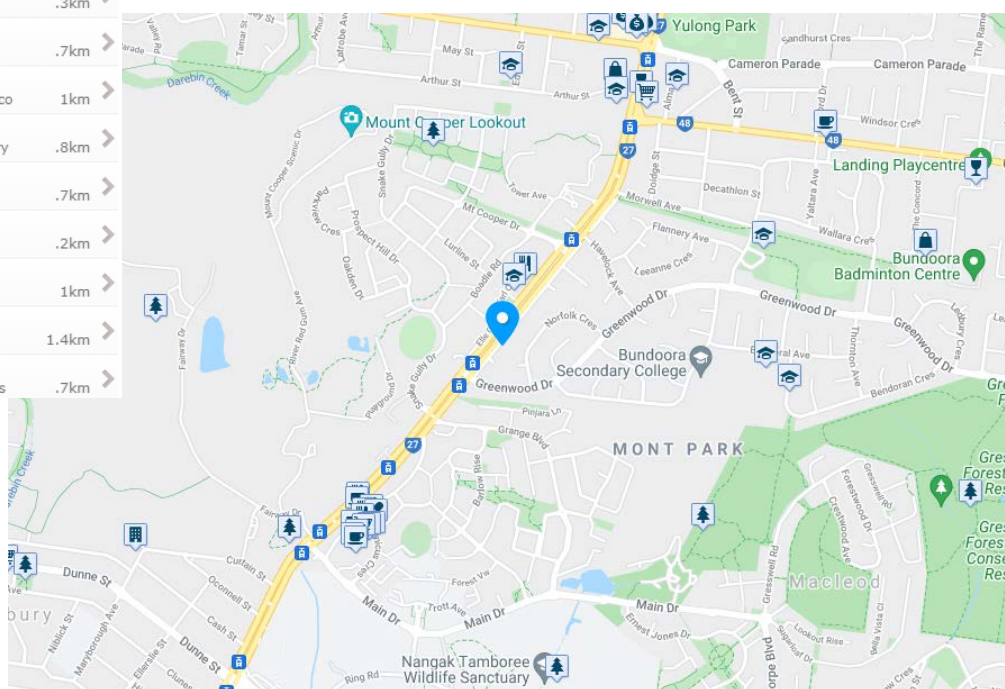
86 Bundoora RMIT - Waterfr...	0.1 km
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**Bus lines:**

382 Northland SC - Whitties...	0.1 km	566 Lalor - Northland SC	0.1 km
955 City - Mernda	0.8 km	548 La Trobe University - Kew	0.8 km



<b>Restaurants:</b>	
Jun's Kitchen	.3km
<b>Coffee:</b>	
Gloria Jeans Coffees	.7km
<b>Bars:</b>	
AAA Karaoke & Mobile Disco	1km
<b>Groceries:</b>	
Good & More Asian Grocery	.8km
<b>Parks:</b>	
Mount Cooper Reserve	.7km
<b>Schools:</b>	
Goodstart Early Learning	.2km
<b>Shopping:</b>	
Sterling & Viceroy	1km
<b>Entertainment:</b>	
Battlefield Moments	1.4km
<b>Errands:</b>	
Chemist Warehouse Polaris	.7km



## Waste management

### Objectives

- To promote waste avoidance, reuse and recycling during the design construction and operation stages of the development.
- To ensure durability and long term reusability of building materials.
- To ensure sufficient space is allocated for future change in waste management needs, including (where possible) composting and green waste facilities.

### Initiatives

- Recycling and waste receptacles to be installed in the kitchen cabinetry.
- The development is to recycle or reuse a minimum of 80% of construction demolition waste.
- Re-use of excavated material on-site and disposal of any excess to an approved site;
- Green waste mulched and re-used in landscaping either on-site or off-site;
- Bricks, tiles, concrete recycled off-site and plasterboard returned to supplier for recycling;
- Framing timber to be recycled elsewhere;
- Windows, doors, joinery, plumbing, fittings and metal elements recycled off-site;
- All asbestos, hazardous and/or intractable wastes are to be disposed of in accordance with Workcover Authority and EPA requirements;
- Locations of on-site storage facilities for material to be reused on-site, or separated for recycling off-site

## Materials

### Objectives

- To reduce the environmental impact of materials by recycling of existing material or use of environmentally friendly materials and materials with low embodied energy.

### Initiatives

- The development will use sustainable timber, where it meets the Australian Forestry Standard(AFS) or Forest Stewardship Council(FSC) standard and will use E1 or E0-grade engineered wood products.
- The development will use 20-35% supplementary cementitious materials(SCM) as a partial cement alternative, subject to the structural engineer's approval.
- Using recyclable and long lifecycle materials, such as steel, concrete and bricks.
- Materials proposed are local and readily available reducing embodied energy from transportation.
- Industry accepted benchmarks and/or third party certified low VOC and non-toxic products will be used for the development.

## Urban ecology

### Objectives

- To protect and enhance biodiversity with the municipality
- To provide environmentally sustainable landscapes and natural habitats, and minimise the urban heat island effect.
- To encourage the retention of significant trees and the planting of indigenous vegetation,
- To encourage the provision of space for productive gardens.

### Initiatives

- The vegetation percentage area to be at least 30%.
- The development will include native/indigenous plants.
- Landscape architect to prepare water efficient landscape design.
- Light/medium coloured roofing and/or paving will be used to minimise UHI effect.

### NatHERs Ratings

- Energy ratings were modelled in First Rate 5 software version 5.3.1a (3.21)

	Heating	Cooling	Total	Rating
Unit 1	100.2MJ/m2	23.9MJ/m2	124.1MJ/m2	6.0 Stars
Unit 2	102.8MJ/m2	19.8MJ/m2	122.6MJ/m2	6.1 Stars
Unit 3	96.8MJ/m2	20.0MJ/m2	116.8MJ/m2	6.2 Stars

### Preliminary Energy Rating Assumptions:

Insulation:	Value	
Floor	<b>R2.5</b>	<b>R2.5</b> insulation installed between all posi-trusses/floor joists.
External Walls	<b>R2.5</b>	<b>R2.5</b> insulation installed between all external stud walls with anti-glare foil (excluding garage).
Internal Walls	<b>R2.5</b>	<b>R2.5</b> insulation installed between all party walls, garage, PWDR, laundry and bathroom internal stud walls.
Roof	<b>R5.0</b>	<b>R5.0</b> insulation installed between all roof trusses (excluding garage).

### Glazing:

#### Type -

Aluminium framed double-glazed

**Awning** U-Value: 4.50 SHGC: 0.50

**Sliding Door/Fixed** U-Value: 4.50 SHGC: 0.61

#### Location -

All proposed windows and glazed doors.

### Exhaust Fans:

Location – As per working drawings

Kitchen, ensuite and bathroom.

Note: All exhaust fans to be installed with self closing dampers

### Weather Protection:

Note -

Weatherstrip draft protection device to be installed to the bottom of all external doors

# BESS Report

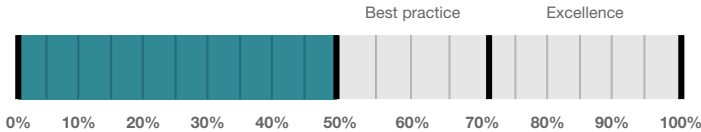
Built Environment Sustainability Scorecard



This BESS report outlines the sustainable design commitments of the proposed development at 1172 Plenty Rd Bundoora VIC 3083. The BESS report and accompanying documents and evidence are submitted in response to the requirement for a Sustainable Design Assessment or Sustainability Management Plan at Banyule City Council.

Note that where a Sustainability Management Plan is required, the BESS report must be accompanied by a report that further demonstrates the development's potential to achieve the relevant environmental performance outcomes and documents the means by which the performance outcomes can be achieved.

## Your BESS Score



# 50%

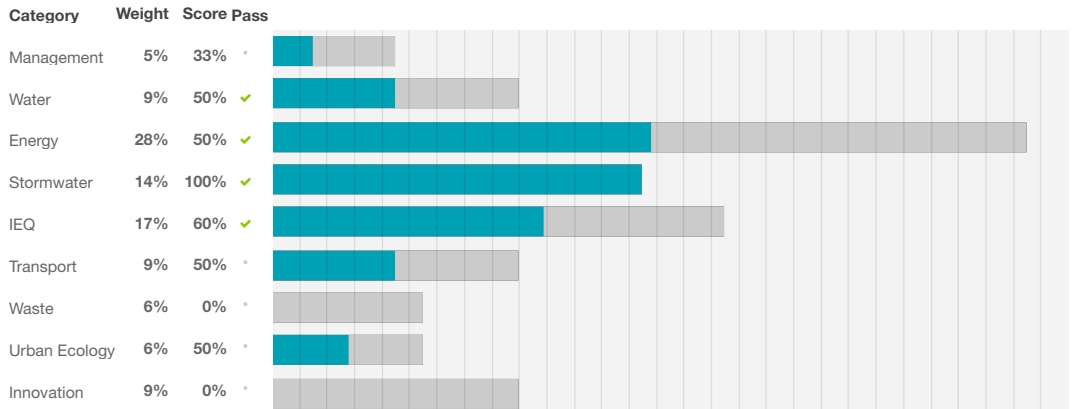
## Project details

**Address** 1172 Plenty Rd Bundoora VIC 3083  
**Project no** E4AD578A-R1  
**BESS Version** BESS-6

**Site type** Multi dwelling (dual occupancy, townhouse, villa unit etc)  
**Account** rob@passivenenergy.com.au  
**Application no.** P1192/2021  
**Site area** 610 m<sup>2</sup>  
**Building floor area** 494.4 m<sup>2</sup>  
**Date** 12 November 2021  
**Software version** 1.7.0-B.375



## Performance by category ● Your development ● Maximum available



## Dwellings & Non Res Spaces

### Dwellings

Name	Quantity	Area	% of total area
<b>Townhouse</b>			
Unit 1	1	168 m <sup>2</sup>	34%
Unit 2	1	165 m <sup>2</sup>	33%
Unit 3	1	162 m <sup>2</sup>	32%
<b>Total</b>	<b>3</b>	<b>494 m<sup>2</sup></b>	<b>100%</b>

### Supporting information

#### Floorplans & elevation notes

Credit	Requirement	Response	Status
Water 3.1	Water efficient garden annotated		-
Energy 3.3	External lighting sensors annotated		-
Energy 3.4	Clothes line annotated (if proposed)		-
Stormwater 1.1	Location of any stormwater management systems used in STORM or MUSIC modelling (e.g. Rainwater tanks, raingarden, buffer strips)		-
IEQ 3.1	Glazing specification to be annotated		-
IEQ 3.3	North-facing living areas		-
Transport 1.1	All nominated residential bicycle parking spaces		-
Urban Ecology 2.1	Vegetated areas		-

#### Supporting evidence

Credit	Requirement	Response	Status
Management 2.2	Preliminary NatHERS assessments		-
Energy 3.5	Provide a written description of the average lighting power density to be installed in the development and specify the lighting type(s) to be used.		-
Stormwater 1.1	STORM report or MUSIC model		-
IEQ 3.1	Reference to floor plans or energy modelling showing the glazing specification (U-value and Solar Heat Gain Coefficient, SHGC)		-
IEQ 3.3	Reference to the floor plans showing living areas orientated to the north.		-

### Credit summary

#### Management Overall contribution 4.5%

		<b>33%</b>
1.1 Pre-Application Meeting		0%
2.2 Thermal Performance Modelling - Multi-Dwelling Residential		100%
4.1 Building Users Guide		0%

**Water Overall contribution 9.0%**

		<b>Minimum required 50%</b>	<b>50%</b>	<b>✔ Pass</b>
1.1 Potable water use reduction			40%	
3.1 Water Efficient Landscaping			100%	

**Energy Overall contribution 27.5%**

		<b>Minimum required 50%</b>	<b>50%</b>	<b>✔ Pass</b>
1.2 Thermal Performance Rating - Residential			0%	
2.1 Greenhouse Gas Emissions			100%	
2.2 Peak Demand			0%	
2.3 Electricity Consumption			100%	
2.4 Gas Consumption			100%	
2.5 Wood Consumption			N/A	✦ Scoped Out
				No wood heating system present
3.2 Hot Water			100%	
3.3 External Lighting			100%	
3.4 Clothes Drying			100%	
3.5 Internal Lighting - Residential Single Dwelling			100%	
4.4 Renewable Energy Systems - Other			N/A	⊘ Disabled
				No other (non-solar PV) renewable energy is in use.
4.5 Solar PV - Houses and Townhouses			N/A	⊘ Disabled
				No solar PV renewable energy is in use.



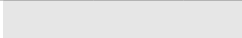
**Stormwater Overall contribution 13.5%**

		<b>Minimum required 100%</b>	<b>100%</b>	<b>✔ Pass</b>
1.1 Stormwater Treatment			100%	



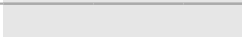
**IEQ Overall contribution 16.5%**

		<b>Minimum required 50%</b>	<b>60%</b>	<b>✔ Pass</b>
2.2 Cross Flow Ventilation			0%	
3.1 Thermal comfort - Double Glazing			100%	
3.2 Thermal Comfort - External Shading			0%	
3.3 Thermal Comfort - Orientation			100%	

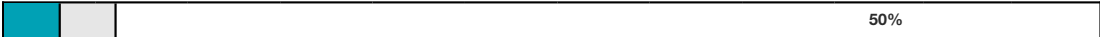





**Transport Overall contribution 9.0%**

		<b>50%</b>
1.1 Bicycle Parking - Residential		100%
1.2 Bicycle Parking - Residential Visitor		N/A ✦ Scoped Out
Not enough dwellings.		
2.1 Electric Vehicle Infrastructure		0%

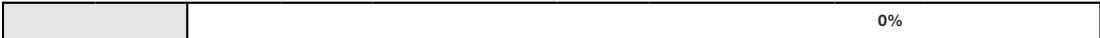
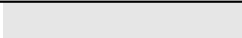
**Waste Overall contribution 5.5%**

		<b>0%</b>
1.1 - Construction Waste - Building Re-Use		0%
2.1 - Operational Waste - Food & Garden Waste		0%

**Urban Ecology Overall contribution 5.5%**

		<b>50%</b>
2.1 Vegetation		100%
2.2 Green Roofs		0%
2.3 Green Walls and Facades		0%
2.4 Private Open Space - Balcony / Courtyard Ecology		0%
3.1 Food Production - Residential		0%

**Innovation Overall contribution 9.0%**

		<b>0%</b>
1.1 Innovation		0%

## Credit breakdown

### Management Overall contribution 1%

<b>1.1 Pre-Application Meeting</b>	0%
Score Contribution	This credit contributes 50.0% towards the category score.
Criteria	Has an ESD professional been engaged to provide sustainability advice from schematic design to construction? AND Has the ESD professional been involved in a pre-application meeting with Council?
Question	Criteria Achieved ?
Project	No
<b>2.2 Thermal Performance Modelling - Multi-Dwelling Residential</b>	100%
Score Contribution	This credit contributes 33.3% towards the category score.
Criteria	Have preliminary NatHERS ratings been undertaken for all thermally unique dwellings?
Question	Criteria Achieved ?
Townhouse	Yes
<b>4.1 Building Users Guide</b>	0%
Score Contribution	This credit contributes 16.7% towards the category score.
Criteria	Will a building users guide be produced and issued to occupants?
Question	Criteria Achieved ?
Project	No

**Water** Overall contribution 4% Minimum required 50%

<b>Water Approach</b>	
What approach do you want to use for Water?:	Use the built in calculation tools
<b>Project Water Profile Question</b>	
Do you have a reticulated third pipe or an on-site water recycling system?:	No
Are you installing a swimming pool?:	No
Are you installing a rainwater tank?:	Yes
<b>Water fixtures, fittings and connections</b>	
Showerhead: All	4 Star WELS ( $\geq 6.0$ but $\leq 7.5$ )
Bath: All	Scope out
Kitchen Taps: All	$\geq 5$ Star WELS rating
Bathroom Taps: All	$\geq 5$ Star WELS rating
Dishwashers: All	Default or unrated
WC: All	$\geq 4$ Star WELS rating
Urinals: All	Scope out
Washing Machine Water Efficiency: All	Occupant to Install
Which non-potable water source is the dwelling/space connected to?: All	Underground Tank
Non-potable water source connected to Toilets: All	Yes
Non-potable water source connected to Laundry (washing machine): All	No
Non-potable water source connected to Hot Water System: All	No
<b>Rainwater Tank</b>	
What is the total roof area connected to the rainwater tank?: Underground Tank	295 m <sup>2</sup>
Tank Size: Underground Tank	6,000 Litres
Irrigation area connected to tank: Underground Tank	-
Is connected irrigation area a water efficient garden?: Underground Tank	-
Other external water demand connected to tank?: Underground Tank	-

<b>1.1 Potable water use reduction</b>		40%
Score Contribution	This credit contributes 83.3% towards the category score.	
Criteria	What is the reduction in total potable water use due to efficient fixtures, appliances, rainwater use and recycled water use? To achieve points in this credit there must be >25% potable water reduction.	
Output	Reference	
Project	565 kL	
Output	Proposed (excluding rainwater and recycled water use)	
Project	460 kL	
Output	Proposed (including rainwater and recycled water use)	
Project	404 kL	
Output	% Reduction in Potable Water Consumption	
Project	28 %	
Output	% of connected demand met by rainwater	
Project	100 %	
Output	How often does the tank overflow?	
Project	Very Often	
Output	Opportunity for additional rainwater connection	
Project	214 kL	
<b>3.1 Water Efficient Landscaping</b>		100%
Score Contribution	This credit contributes 16.7% towards the category score.	
Criteria	Will water efficient landscaping be installed?	
Question	Criteria Achieved ?	
Project	Yes	

**Energy** Overall contribution 14% Minimum required 50%

<b>Dwellings Energy Approach</b>	
What approach do you want to use for Energy?:	Use the built in calculation tools
<b>Project Energy Profile Question</b>	
Are you installing any solar photovoltaic (PV) system(s)?:	No
Are you installing any other renewable energy system(s)?:	No
Gas supplied into building:	Natural Gas
<b>Dwelling Energy Profiles</b>	
Below the floor is: All	Ground or Carpark
Above the ceiling is: All	Outside
Exposed sides:	
Unit 1	3
Unit 3	
Unit 2	2
NatHERS Annual Energy Loads - Heat:	
Unit 1	100 MJ/sqm
Unit 2	103 MJ/sqm
Unit 3	96.8 MJ/sqm
NatHERS Annual Energy Loads - Cool:	
Unit 1	23.9 MJ/sqm
Unit 2	19.8 MJ/sqm
Unit 3	20.0 MJ/sqm
NatHERS star rating:	
Unit 1	6.0
Unit 2	6.1
Unit 3	6.2
Type of Heating System: All	D Reverse cycle space
Heating System Efficiency: All	4 Star
Type of Cooling System: All	Refrigerative space
Cooling System Efficiency: All	4 Stars
Type of Hot Water System: All	I Gas Instantaneous 5 star
Is the hot water system shared by multiple dwellings?: All	No
% Contribution from solar hot water system: All	-
Clothes Line: All	D Private outdoor clothesline
Clothes Dryer: All	Occupant to Install
<b>1.2 Thermal Performance Rating - Residential</b>	<b>0%</b>
Score Contribution	This credit contributes 30.0% towards the category score.
Criteria	What is the average NatHERS rating?
Output	Average NATHERS Rating (Weighted)
Townhouse	6.1 Stars

<b>2.1 Greenhouse Gas Emissions</b>		100%
Score Contribution	This credit contributes 10.0% towards the category score.	
Criteria	What is the % reduction in annual greenhouse gas emissions against the benchmark?	
Output	Reference Building with Reference Services (BCA only)	
Townhouse	25,177 kg CO2	
Output	Proposed Building with Proposed Services (Actual Building)	
Townhouse	8,420 kg CO2	
Output	% Reduction in GHG Emissions	
Townhouse	66 %	
<b>2.2 Peak Demand</b>		0%
Score Contribution	This credit contributes 5.0% towards the category score.	
Criteria	What is the % reduction in instantaneous (peak-hour) demand against the benchmark?	
Output	Peak Thermal Cooling Load - Baseline	
Townhouse	40.4 kW	
Output	Peak Thermal Cooling Load - Proposed	
Townhouse	40.2 kW	
Output	Peak Thermal Cooling Load - % Reduction	
Townhouse	0 %	
<b>2.3 Electricity Consumption</b>		100%
Score Contribution	This credit contributes 10.0% towards the category score.	
Criteria	What is the % reduction in annual electricity consumption against the benchmark?	
Output	Reference	
Townhouse	22,088 kWh	
Output	Proposed	
Townhouse	6,235 kWh	
Output	Improvement	
Townhouse	71 %	
<b>2.4 Gas Consumption</b>		100%
Score Contribution	This credit contributes 10.0% towards the category score.	
Criteria	What is the % reduction in annual gas consumption against the benchmark?	
Output	Reference	
Townhouse	51,508 MJ	
Output	Proposed	
Townhouse	40,085 MJ	
Output	Improvement	
Townhouse	22 %	
<b>2.5 Wood Consumption</b>		N/A  Scoped Out
This credit was scoped out	No wood heating system present	

<b>3.2 Hot Water</b>		100%
Score Contribution	This credit contributes 5.0% towards the category score.	
Criteria	What is the % reduction in annual energy consumption (gas and electricity) of the hot water system against the benchmark?	
Output	Reference	
Townhouse	14,308 kWh	
Output	Proposed	
Townhouse	11,323 kWh	
Output	Improvement	
Townhouse	20 %	
<b>3.3 External Lighting</b>		100%
Score Contribution	This credit contributes 5.0% towards the category score.	
Criteria	Is the external lighting controlled by a motion detector?	
Question	Criteria Achieved ?	
Townhouse	Yes	
<b>3.4 Clothes Drying</b>		100%
Score Contribution	This credit contributes 5.0% towards the category score.	
Criteria	What is the % reduction in annual energy consumption (gas and electricity) from a combination of clothes lines and efficient driers against the benchmark?	
Output	Reference	
Townhouse	2,102 kWh	
Output	Proposed	
Townhouse	420 kWh	
Output	Improvement	
Townhouse	80 %	
<b>3.5 Internal Lighting - Residential Single Dwelling</b>		100%
Score Contribution	This credit contributes 5.0% towards the category score.	
Criteria	Does the development achieve a maximum illumination power density of 4W/sqm or less?	
Question	Criteria Achieved?	
Townhouse	Yes	
<b>4.4 Renewable Energy Systems - Other</b>	N/A	⊘ Disabled
This credit is disabled	No other (non-solar PV) renewable energy is in use.	
<b>4.5 Solar PV - Houses and Townhouses</b>	N/A	⊘ Disabled
This credit is disabled	No solar PV renewable energy is in use.	


**Stormwater** Overall contribution 14% Minimum required 100%

Which stormwater modelling are you using?:		Melbourne Water STORM tool
<b>1.1 Stormwater Treatment</b>		100%
Score Contribution	This credit contributes 100.0% towards the category score.	
Criteria	Has best practice stormwater management been demonstrated?	
Question	STORM score achieved	
Project	104	
Output	Min STORM Score	
Project	100	

**IEQ** Overall contribution 10% Minimum required 50%

<b>2.2 Cross Flow Ventilation</b>		0%
Score Contribution	This credit contributes 20.0% towards the category score.	
Criteria	Are all habitable rooms designed to achieve natural cross flow ventilation?	
Question	Criteria Achieved ?	
Townhouse	No	
<b>3.1 Thermal comfort - Double Glazing</b>		100%
Score Contribution	This credit contributes 40.0% towards the category score.	
Criteria	Is double glazing (or better) used to all habitable areas?	
Question	Criteria Achieved ?	
Townhouse	Yes	
<b>3.2 Thermal Comfort - External Shading</b>		0%
Score Contribution	This credit contributes 20.0% towards the category score.	
Criteria	Is appropriate external shading provided to east, west and north facing glazing?	
Question	Criteria Achieved ?	
Townhouse	No	
<b>3.3 Thermal Comfort - Orientation</b>		100%
Score Contribution	This credit contributes 20.0% towards the category score.	
Criteria	Are at least 50% of living areas orientated to the north?	
Question	Criteria Achieved ?	
Townhouse	Yes	

**Transport** Overall contribution 4%

<b>1.1 Bicycle Parking - Residential</b>		100%
Score Contribution	This credit contributes 50.0% towards the category score.	
Criteria	How many secure and undercover bicycle spaces are there per dwelling for residents?	
Question	Bicycle Spaces Provided ?	
Townhouse	3	
Output	Min Bicycle Spaces Required	
Townhouse	3	
<b>1.2 Bicycle Parking - Residential Visitor</b>		N/A  Scoped Out
This credit was scoped out		Not enough dwellings.
<b>2.1 Electric Vehicle Infrastructure</b>		0%
Score Contribution	This credit contributes 50.0% towards the category score.	
Criteria	Are facilities provided for the charging of electric vehicles?	
Question	Criteria Achieved ?	
Project	No	

**Waste** Overall contribution 0%

<b>1.1 - Construction Waste - Building Re-Use</b>		0%
Score Contribution	This credit contributes 50.0% towards the category score.	
Criteria	If the development is on a site that has been previously developed, has at least 30% of the existing building been re-used?	
Question	Criteria Achieved ?	
Project	No	
<b>2.1 - Operational Waste - Food &amp; Garden Waste</b>		0%
Score Contribution	This credit contributes 50.0% towards the category score.	
Criteria	Are facilities provided for on-site management of food and garden waste?	
Question	Criteria Achieved ?	
Project	No	

**Urban Ecology** Overall contribution 3%

<b>2.1 Vegetation</b>	100%
Score Contribution	This credit contributes 50.0% towards the category score.
Criteria	How much of the site is covered with vegetation, expressed as a percentage of the total site area?
Question	Percentage Achieved ?
Project	30 %
<b>2.2 Green Roofs</b>	0%
Score Contribution	This credit contributes 12.5% towards the category score.
Criteria	Does the development incorporate a green roof?
Question	Criteria Achieved ?
Project	No
<b>2.3 Green Walls and Facades</b>	0%
Score Contribution	This credit contributes 12.5% towards the category score.
Criteria	Does the development incorporate a green wall or green façade?
Question	Criteria Achieved ?
Project	No
<b>2.4 Private Open Space - Balcony / Courtyard Ecology</b>	0%
Score Contribution	This credit contributes 12.5% towards the category score.
Criteria	Is there a tap and floor waste on every balcony / in every courtyard?
Question	Criteria Achieved ?
Townhouse	No
<b>3.1 Food Production - Residential</b>	0%
Score Contribution	This credit contributes 12.5% towards the category score.
Criteria	What area of space per resident is dedicated to food production?
Question	Food Production Area
Townhouse	-
Output	Min Food Production Area
Townhouse	3 m <sup>2</sup>

**Innovation** Overall contribution 0%

<b>1.1 Innovation</b>	0%
Score Contribution	This credit contributes 100.0% towards the category score.
Criteria	What percentage of the Innovation points have been claimed (10 points maximum)?

**Disclaimer**

The Built Environment Sustainability Scorecard (BESS) has been provided for the purpose of information and communication. While we make every effort to ensure that material is accurate and up to date (except where denoted as 'archival'), this material does in no way constitute the provision of professional or specific advice. You should seek appropriate, independent, professional advice before acting on any of the areas covered by BESS.

The Municipal Association of Victoria (MAV) and CASBE (Council Alliance for a Sustainable Built Environment) member councils do not guarantee, and accept no legal liability whatsoever arising from or connected to, the accuracy, reliability, currency or completeness of BESS, any material contained on this website or any linked sites

# Nationwide House Energy Rating Scheme

## NatHERS Certificate No. QL3JQELZUA

Generated on 12 Nov 2021 using FirstRate5: 5.3.1a (3.21)

### Property

**Address** 1, 1172 Plenty Road, Bundoora, VIC, 3083  
**Lot/DP** -  
**NCC Class\*** Class 1a  
**Type** New Home

### Plans

**Main plan** 08-Nov-21  
**Prepared by** Ausland Architecture

### Construction and environment

Assessed floor area (m <sup>2</sup> )*	Exposure type
Conditioned* 104.5	suburban
Unconditioned* 35.5	<b>NatHERS climate zone</b>
Total 140	62 Moorabbin Airport
Garage 32	



### Accredited assessor

**Name** Rob Iacono  
**Business name** PassivEnergy  
**Email** rob@passivenergy.com.au  
**Phone** 0401 248 348  
**Accreditation No.** DMN/11/1259  
**Assessor Accrediting Organisation** Design Matters National  
**Declaration of interest** Declaration completed: no conflicts

### National Construction Code (NCC) requirements

The NCC's requirements for NatHERS-rated houses are detailed in 3.12.0(a)(i) and 3.12.5 of the NCC Volume Two. For apartments the requirements are detailed in J0.2 and J5 to J8 of the NCC Volume One.

In NCC 2019, these requirements include minimum star ratings and separate heating and cooling load limits that need to be met by buildings and apartments through the NatHERS assessment. Requirements additional to the NatHERS assessment that must also be satisfied include, but are not limited to: insulation installation methods, thermal breaks, building sealing, water heating and pumping, and artificial lighting requirements. The NCC and NatHERS Heating and Cooling Load Limits (Australian Building Codes Board Standard) are available at [www.abcb.gov.au](http://www.abcb.gov.au).

State and territory variations and additions to the NCC may also apply.

**6**  
The more stars  
the more energy efficient

**124.1 MJ/m<sup>2</sup>**  
Predicted annual energy load for  
heating and cooling based on standard  
occupancy assumptions.

For more information on  
your dwelling's rating see:  
[www.nathers.gov.au](http://www.nathers.gov.au)

### Thermal performance

Heating	Cooling
<b>100.2</b>	<b>23.9</b>
MJ/m <sup>2</sup>	MJ/m <sup>2</sup>

### About the rating

NatHERS software models the expected thermal energy loads using information about the design and construction, climate and common patterns of household use. The software does not take into account appliances, apart from the airflow impacts from ceiling fans.

### Verification

To verify this certificate, scan the QR code or visit [When using either link, ensure you are visiting www.FR5.com.au](http://www.FR5.com.au).

# Nationwide House Energy Rating Scheme

## NatHERS Certificate No. OP0LBIPY5A

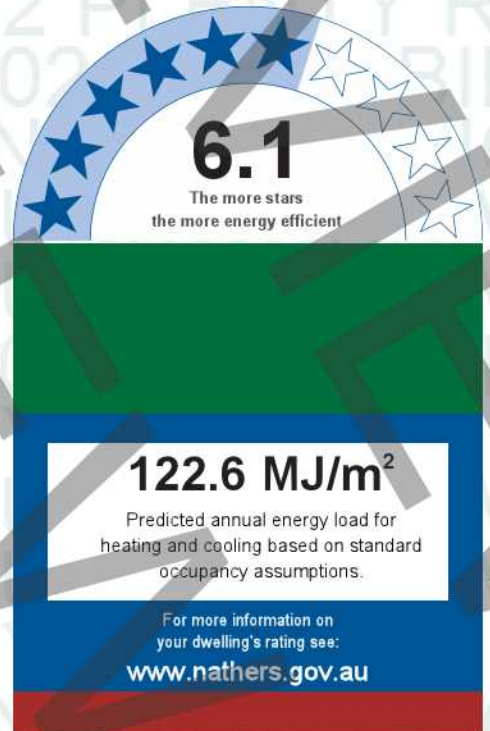
Generated on 12 Nov 2021 using FirstRate5: 5.3.1a (3.21)

### Property

**Address** 2, 1172 Plenty Road, Bundoora, VIC, 3083  
**Lot/DP** -  
**NCC Class\*** Class 1a  
**Type** New Home

### Plans

**Main plan** 08-Nov-21  
**Prepared by** Ausland Architecture



**122.6 MJ/m<sup>2</sup>**

Predicted annual energy load for heating and cooling based on standard occupancy assumptions.

For more information on your dwelling's rating see:  
[www.nathers.gov.au](http://www.nathers.gov.au)

### Construction and environment

Assessed floor area (m <sup>2</sup> )*	Exposure type
Conditioned* 97.4	suburban
Unconditioned* 35.5	<b>NatHERS climate zone</b>
Total 132.9	62 Moorabbin Airport
Garage 32	

### Thermal performance

Heating	Cooling
<b>102.8</b>	<b>19.8</b>
MJ/m <sup>2</sup>	MJ/m <sup>2</sup>

#### About the rating

NatHERS software models the expected thermal energy loads using information about the design and construction, climate and common patterns of household use. The software does not take into account appliances, apart from the airflow impacts from ceiling fans.

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<b>Accreditation No.</b>	DMN/11/1259
<b>Assessor Accrediting Organisation</b>	Design Matters National
<b>Declaration of interest</b>	Declaration completed: no conflicts

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State and territory variations and additions to the NCC may also apply.

\* Refer to glossary.

# Nationwide House Energy Rating Scheme

## NatHERS Certificate No. 5XNDU2DEZR

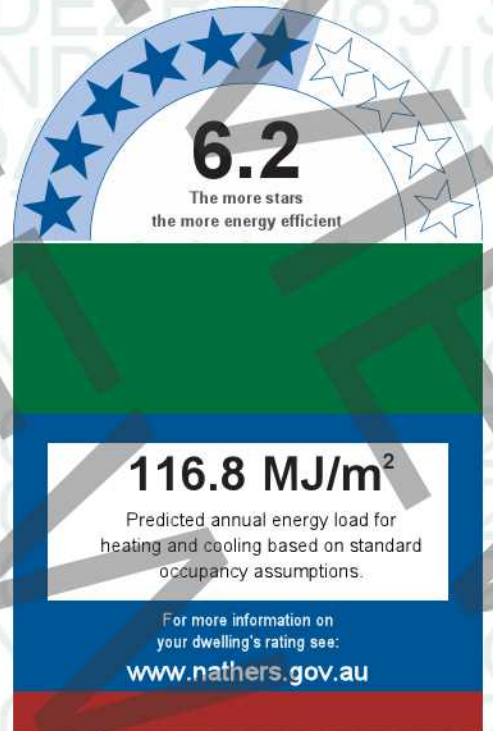
Generated on 12 Nov 2021 using FirstRate5: 5.3.1a (3.21)

### Property

**Address** 3, 1172 Plenty Road, Bundoora, VIC, 3083  
**Lot/DP** -  
**NCC Class\*** Class 1a  
**Type** New Home

### Plans

**Main plan** 08-Nov-21  
**Prepared by** Ausland Architecture



### Construction and environment

<b>Assessed floor area (m<sup>2</sup>)*</b>		<b>Exposure type</b>
Conditioned*	92.7	suburban
Unconditioned*	39.3	<b>NatHERS climate zone</b>
Total	132	62 Moorabbin Airport
Garage	32.1	

### Thermal performance

<b>Heating</b>	<b>Cooling</b>
<b>96.8</b>	<b>20</b>
<b>MJ/m<sup>2</sup></b>	<b>MJ/m<sup>2</sup></b>

#### About the rating

NatHERS software models the expected thermal energy loads using information about the design and construction, climate and common patterns of household use. The software does not take into account appliances, apart from the airflow impacts from ceiling fans.

#### Verification

To verify this certificate, scan the QR code or visit [When using either link, ensure you are visiting www.FR5.com.au](http://When using either link, ensure you are visiting www.FR5.com.au)



### Accredited assessor

<b>Name</b>	Rob Iacono
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\* Refer to glossary.



# STORM Rating Report

TransactionID: 1269550  
Municipality: BANYULE  
Rainfall Station: BANYULE  
Address: 1172 Plenty Road

Bundoora  
VIC 3083

Assessor:

Development Type: Residential - Multiunit  
Allotment Site (m2): 610.00  
STORM Rating %: 104

Description	Impervious Area (m2)	Treatment Type	Treatment Area/Volume (m2 or L)	Occupants / Number Of Bedrooms	Treatment %	Tank Water Supply Reliability (%)
All Units Roof Area Rainwater Tank	295.20	Rainwater Tank	6,000.00	15	153.00	78.00
All Balcony Area	16.00	None	0.00	0	0.00	0.00
Concrete Driveway	122.00	None	0.00	0	0.00	0.00

Date Generated: 11-Nov-2021

Program Version: 1.0.0

# Rainwater Tanks



## Stormwater Sensitive Homes

How does a rainwater tank help protect our local streams?

Most people install a rainwater tank primarily to harvest stormwater from their roof and conserve their mains water use. In addition to conserving water, a rainwater tank also helps treat stormwater and protect local streams from high storm flows by reducing the volume of stormwater and quantity of pollutants coming from a house block that would otherwise be delivered to the local stream.

### What do I use my tank water for?

Garden irrigation, laundry and toilet flushing consume much of our home water use. In most cases these uses do not require the water to be of drinking quality standard that is provided by mains water. By plumbing your rainwater tank to your toilet or laundry and substituting these mains water needs with the rainwater harvested from your roof, you can conserve mains water whilst reducing the amount of stormwater that enters our streams.





## Why can't I use my rainwater tank for my garden alone?

So that your tank is not too full to collect rainwater when it rains, you need to be consistently using your tank water all year round.

If tank water is used for your garden alone, your tank will remain full and unused during the winter months when your garden does not require watering. With a full tank, your capacity to capture and store the regular winter rainfall and thus benefit the local waterway is significantly reduced.

By plumbing your rainwater tank to your toilet or laundry, your tank water is used consistently all year round allowing rainfall to refill the tank more often especially in winter. This ultimately reduces the volume of stormwater that is delivered to the stream and the quantity of pollutants that are washed with it.

The Victorian Government has recognised the importance of plumbing your tank to your toilet and offers a cash rebate for the installation of connected rainwater tanks ([www.dse.vic.gov.au](http://www.dse.vic.gov.au)). In addition, a 5 star energy standard has been introduced that requires a connected 2000Lt rainwater tank or solar hot water service to be installed in all new houses and apartments (class 1 and 2 buildings). ([www.buildingcommission.com.au](http://www.buildingcommission.com.au)).

## How do I choose a rainwater tank?

The most important thing to consider when choosing a rainwater tank is to first identify what you want from your rainwater tank. The size and type of rainwater tank you choose will vary depending on your homes water needs and the reliability you seek from your rainwater tank supply. There are a number of factors that may influence this and the following questions should be considered when planning your tank installation:

- what is the water demand of your home?
- how many people are living in your home?
- what is your intended use of rainwater?
- what reliability do you want from your tank?
- what is the total area of roof draining into your tank?
- what is average rainfall of your area?
- do you need extras like a pressure pump, the ability to top up your tank with drinking water, a backflow prevention device or a first flush device?
- are the materials used on your roof suitable to collect rainwater?
- are there physical constraints of your property that may influence the type of rainwater tank you need?

Once you know how much water you can collect and how much water you are going to use then a tank size can be selected to provide the reliability of water supply that you need.

## Types of rainwater tanks

Rainwater tanks come in a variety of materials, shapes and sizes and can be incorporated into building design so they don't impact on the aesthetics of the development. They can be located above ground, underground, under the house or can even be incorporated into fences or walls.

There are three main tank systems to consider and a variety of materials to choose from. Features of these are outlined below and in the pictures above:

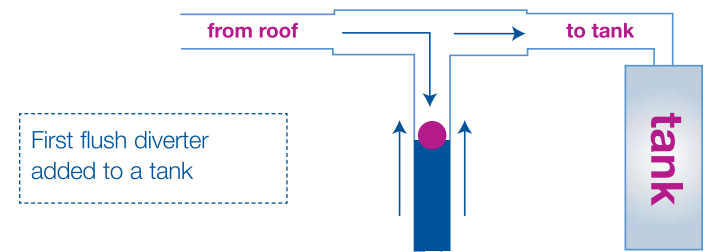
### Tank systems:

**Gravity Systems** - rely on gravity to supply rainwater to the household and the garden by placing the tank on a stand at height.

**Dual Supply Systems** - top your rainwater tank with mains water when tank level is low ensuring reliable water supply.

**Pressure Systems** - use a pump to deliver rainwater to household and garden fixtures.

To reduce the amount of sediment and debris entering a tank, mesh screens and 'first flush diverters' can be fitted. A screen will filter large debris such as leaves and sticks while 'first flush diverters' store the 'first flush' of the rainfall that carries the sediment and other pollutants initially washed from your roof (see figure below).



## Costs & rebates

Costs of installing a tank vary however a standard 2000Lt tank or bladder will cost around \$1000.

Additional plumbing and/or.....

- Above ground tanks cost approximately \$250 for a 500 litre tank.
- Below ground tanks cost between \$300-\$600 per 1000 litres of storage
- The costs of pumps start from \$200.

Additional plumbing and/or excavation costs vary on intended use, pipe layout, materials and site accessibility.

The Victorian Government offers a total rebate of \$300 for the installation of a rainwater tank that is plumbed to toilet and connected by a licensed plumber. For further details refer to the Department of Sustainability and Environment website [www.dse.vic.gov.au](http://www.dse.vic.gov.au).

## For more information:

Melbourne Water's Water Sensitive Urban Design Website: [www.wsud.melbournewater.com.au](http://www.wsud.melbournewater.com.au)

Municipal Association of Victoria Clearwater Program: [www.clearwater.asn.au](http://www.clearwater.asn.au)

Water Sensitive Urban Design in the Sydney Region: [www.wsud.org](http://www.wsud.org)

Urban Stormwater Best Practice Environmental Management Guidelines, Victorian Stormwater Committee, CSIRO publishing, 1999.

WSUD Engineering Procedures: Stormwater, Melbourne Water, 2005.

Delivering Water Sensitive Urban Design: Final Report of Clean Stormwater – a planning framework, ABM, 2004.