

Contract of Sale of Land

Property:

12 Cricklade Street, Wollert VIC 3750

INFORMATION ONLY

Melbourne Home Transfer Pty Ltd
7 Antonie Avenue
DELAHEY VIC 3037
Tel: 0424431992
Ref: AL:24343

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

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/...../2024

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/...../2024

Print names(s) of person(s) signing: HARIS ALI KHAN

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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INFORMATION ONLY

Particulars of Sale

Vendor's estate agent

Name: Harcourts Rata & Co
Address: 1/337 Settlement Road, Thomastown VIC 3074
Email: sold@rataandco.com.au
Tel: 03 9465 7766 Mob: Fax: Ref: Sherry Singh

Vendor

Name: HARIS ALI KHAN
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Melbourne Home Transfer Pty Ltd
Address: 7 Antonie Avenue, Delahey VIC 3037
Email: info@melbournehometransfer.com.au
Tel: 0424431992 Mob: Fax: Ref: 24343

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 12196 Folio 605	902	PS 817664S

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 12 Cricklade Street, Wollert VIC 3750

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

All fixed floor coverings, light fitting, window furnishings and all fixtures and fittings of a permanent nature

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.*

1. Purchaser's inspection and investigation

The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:

- 1.1 Has made investigations and accepts the structures, improvements, and land as to the current nature, quality, condition, and state of repair.
- 1.2 Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.
- 1.3 Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and
- 1.4 Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.
- 1.5 Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued

2. Warranty by Vendor

2.1 The Vendor gives no warranty:

- 2.1.1 That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.
- 2.1.2 As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use
- 2.1.3 That the building and structures on the land comply with any applicable building permit, approval, and regulations
- 2.1.4 That any of the chattels appliances, fixtures or fittings in that building are operational or functional.

2.2 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering this Contract.

3. Claims by Purchaser

The Purchaser shall make no objection, claim compensation, or delay settlement or payment of the balance of the purchase price because of anything in connection with:

- 3.1 Any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.

- 3.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.
- 3.3 The nature of quality and classification of the soil and subsoil of the land.
- 3.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

4. Finance Approval

If the purchaser attempts to end the Contract on the basis that it is unable to obtain finance approval by the approval date, the Purchaser must simultaneously provide written proof to the Vendor from the potential lender verifying that the purchaser has applied for finance in accordance with the particulars of Sale and refusing finance approval to the purchaser, failing which the purchaser shall be deemed to have obtained approval of finance. A letter from a mortgage broker/ mobile lender is not sufficient in this regard.

5. 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's representative \$220 at the settlement for each request.

6. Adjustments

The Purchaser is responsible for ensuring the Statement of Adjustments and all updated certificates are prepared by their representative and delivered to the Vendor's representative no later than three business days preceding the settlement date. Should there be a delay in providing the Statement of Adjustments and relevant certificates by the specified time, the Purchaser will be deemed in default of the contract.

7. Default costs charges & expenses

- 7.1 In the event that a purchaser causes, by any act, omission or delay by the purchaser, its representatives or its lender if any, any delay in settlement being effected at the nominated date and or time, the purchaser shall be in breach of the contract.
- 7.2 The penalty interest rate shall be 6% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983. The default interest will be adjusted by the purchaser in favour of the vendor in the Statement of Adjustments prior to the settlement of the Property.
- 7.3 The purchaser acknowledges and agrees that if the purchaser fails to complete the purchase of the property on the due date under this Contract, the vendor will or may suffer additional loss, damage and expenses, which must be adjusted in the Statement of Adjustments against the purchaser, payable at settlement and/or upon demand by the vendor's representative:
 - 7.3.1 the amount of \$880.00 (inclusive of GST) to the vendor's representative being the costs of each default;
 - 7.3.2 accommodation expenses necessarily incurred by the vendor;
 - 7.3.3 penalties interest payable by the vendor through any delay in completion of the vendor's purchase of another property

8. Solar Panels

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

- 8.1 Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;
- 8.2 The purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;
- 8.3 The purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and
- 8.4 Neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for purpose for which they are installed, their input to the electricity grid, any benefits arising from and electricity generated by the solar

panels, or otherwise.

9. Pool or Spa

If the property includes a swimming pool or spa, the vendor makes no warranties or representations that the pool or spa on the property has been registered and further makes no warranties that the pool or spa has a compliant safety barrier. The purchaser has relied upon their own enquiries in relation to registration and compliance with the current building regulations and acknowledges and accepts that it shall be responsible to register if required and shall be responsible to comply and lodge a Certificate of Barrier Compliance with the relevant council at their own cost. The purchaser agrees that this Contract cannot be terminated and shall not seek any compensation and make no objection or requisition in relation to this special condition.

10. Owners Corporate Certificate to be provided

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

11. Existing services and utilities

The Purchaser acknowledges that the services and utilities might not be connected on the final inspection date. The Purchaser should be responsible for connecting the services and utilities and shall not make any requisition, objection or claim for compensation or delay settlement.

12. GC 23 – special condition

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

13. GC 28 – special condition

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

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 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.

13.8 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 **Sole Director / Directors** of ACN

(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.....)

Real Estate Auction Rules

1. The auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the auction.
2. The auction rules prohibit an Auctioneer from accepting bids or offers for a property, after the property has been knocked down to the successful bidder.
3. The vendors have a reserve price.
4. As the Auctioneer, I will indicate bidders on request.
5. The law prohibits false bids and prohibits major disruptions by bidders.

The law also prohibits bidders attempting to prevent others from bidding and will issue fines if this occurs.

6. The rules permit vendor bids.
7. During the auction, the Auctioneer will say "VENDOR BID", when making bids on the vendor's behalf.
8. The law prohibits the making of "VENDOR BIDS", other than by the Auctioneer.

Vendor Statement

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

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

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

Land	12 CRICKLADE STREET, WOLLERT VIC 3750
-------------	---------------------------------------

Vendor's name	HARIS ALI KHAN	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)

(a) Their total does not exceed: \$5,000.00

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

\$0.00	To	
--------	----	--

Other particulars (including dates and times of payments):
--

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> 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:

Not Applicable

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

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Are contained in the attached certificate

6. OWNERS CORPORATION

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

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 <input checked="" type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	--

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

(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 1000m²; (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.

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

Page 1 of 1

VOLUME 12196 FOLIO 605

Security no : 124120158251J
Produced 26/11/2024 01:09 PM

LAND DESCRIPTION

Lot 902 on Plan of Subdivision 817664S.
PARENT TITLE Volume 12176 Folio 348
Created by instrument PS817664S 25/03/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
HARIS ALI KHAN of SUITE 22 4 DELANY LANE CRAIGIEBURN VIC 3064
AT426459L 14/07/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW110679G 29/09/2022
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS817664S 25/03/2020

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

AGREEMENT Section 173 Planning and Environment Act 1987
AR402287R 30/08/2018

DIAGRAM LOCATION

SEE PS817664S 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: 12 CRICKLADE STREET WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 29/09/2022

DOCUMENT END



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Document Type	Plan
Document Identification	PS817664S
Number of Pages (excluding this cover sheet)	4
Document Assembled	26/11/2024 13:09

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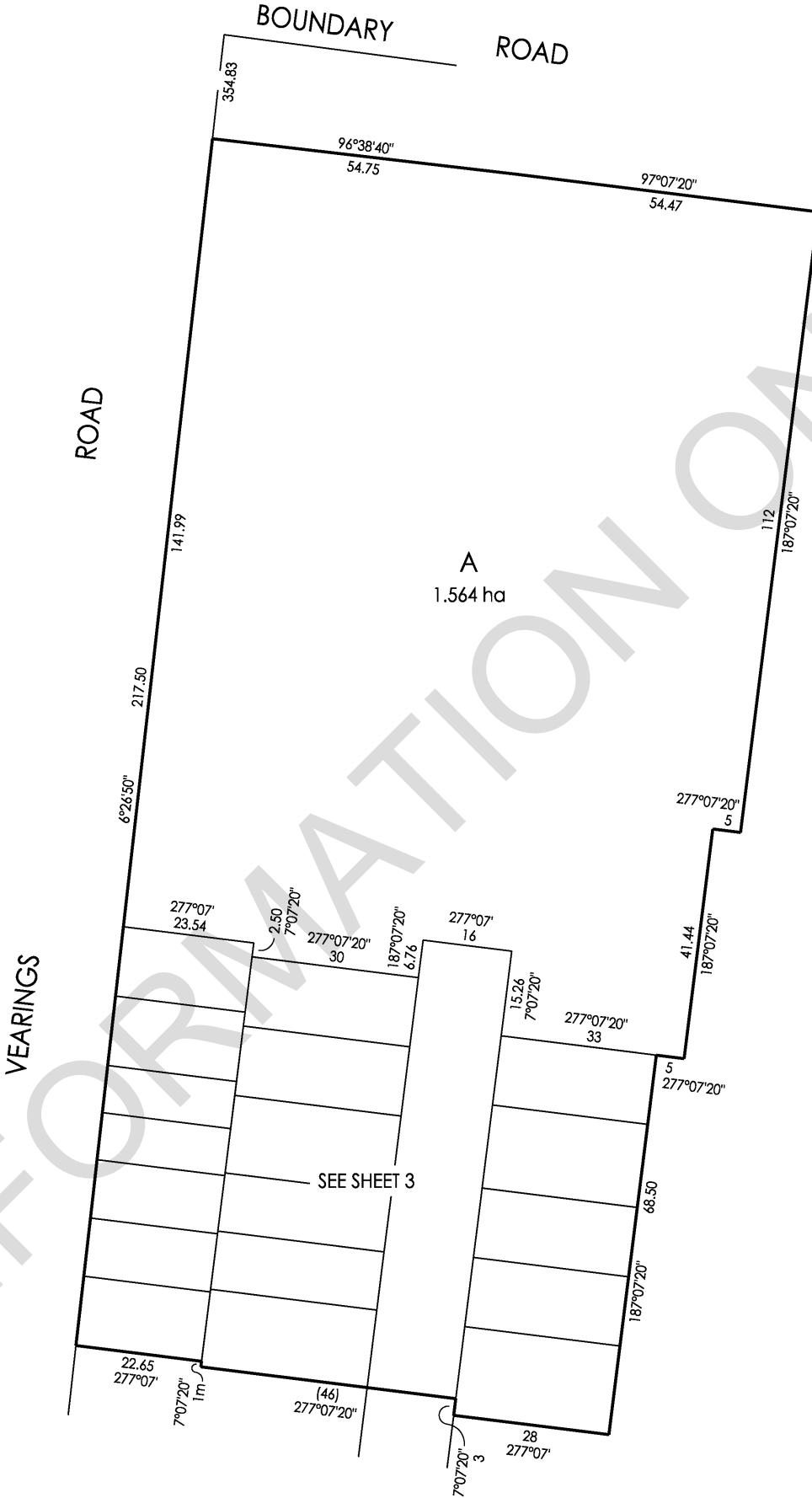
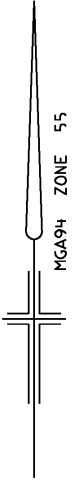
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PLAN OF SUBDIVISION		LRS USE ONLY EDITION 1	PLAN NUMBER PS 817664S	
LOCATION OF LAND PARISH: WOLLERT TOWNSHIP: ----- SECTION: 17 CROWN ALLOTMENT: ----- CROWN PORTION: 1 (PART) TITLE REFERENCES: VOL.12176 FOL.348 LAST PLAN REFERENCE: LOT B ON PS817657P POSTAL ADDRESS: (at time of subdivision) VEARINGS ROAD WOLLERT 3750 MGA 94 CO-ORDINATES: (of approx. centre of plan) E: 322 790 ZONE: 55 N: 5 837 220 DATUM: GDA94		Council Name: Whittlesea City Council Council Reference Number: 609822 Planning Permit Reference: 716593 SPEAR Reference Number: S125873P Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 09/08/2019 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification Digitally signed by: Courtney Sheridan Turner for Whittlesea City Council on 30/01/2020 Statement of Compliance issued: 18/03/2020 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance		
VESTING OF ROADS OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS 1 TO 900 (BOTH INCLUSIVE), 906 TO 908 (BOTH INCLUSIVE), 915 & 916 HAVE BEEN OMITTED FROM THIS PLAN TOTAL ROAD AREA: 1292m²		
ROAD R1	WHITTLESEA CITY COUNCIL			
NOTATIONS		DEPTH LIMITATION DOES NOT APPLY SURVEY: THIS PLAN IS BASED ON SURVEY VIDE BP3182P THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No. WOLLERT PM 21 LAND IN PROCLAIMED SURVEY AREA No. 74 STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. 716593		
DEPTH LIMITATION DOES NOT APPLY				
SURVEY: THIS PLAN IS BASED ON SURVEY VIDE BP3182P				
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No. WOLLERT PM 21				
LAND IN PROCLAIMED SURVEY AREA No. 74				
STAGING				
THIS IS NOT A STAGED SUBDIVISION				
PLANNING PERMIT No. 716593				
ESTATE: AMBER 9A		AREA: 7174m ²		No. OF LOTS: 18
MELWAY: 388:D:8				
EASEMENT INFORMATION				
LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
(E-1)	DRAINAGE	SEE PLAN	THIS PLAN	WHITTLESEA CITY COUNCIL
(E-1)	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		REF: 9434/9A VERSION: 5 Digitally signed by: Damian Smale, Licensed Surveyor, Surveyor's Plan Version (5), 23/01/2020, SPEAR Ref: S125873P		ORIGINAL SHEET SIZE A3 SHEET 1 OF 4 SHEETS
CHECKED AT DATE: 23/01/20		PLAN REGISTERED TIME: 3.18pm DATE: 25/03/2020 Assistant Registrar of Titles Denise Satti		

PLAN OF SUBDIVISION

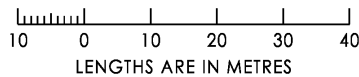
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LENGTHS ARE IN METRES

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SHEET 2

REF: 9434/9A

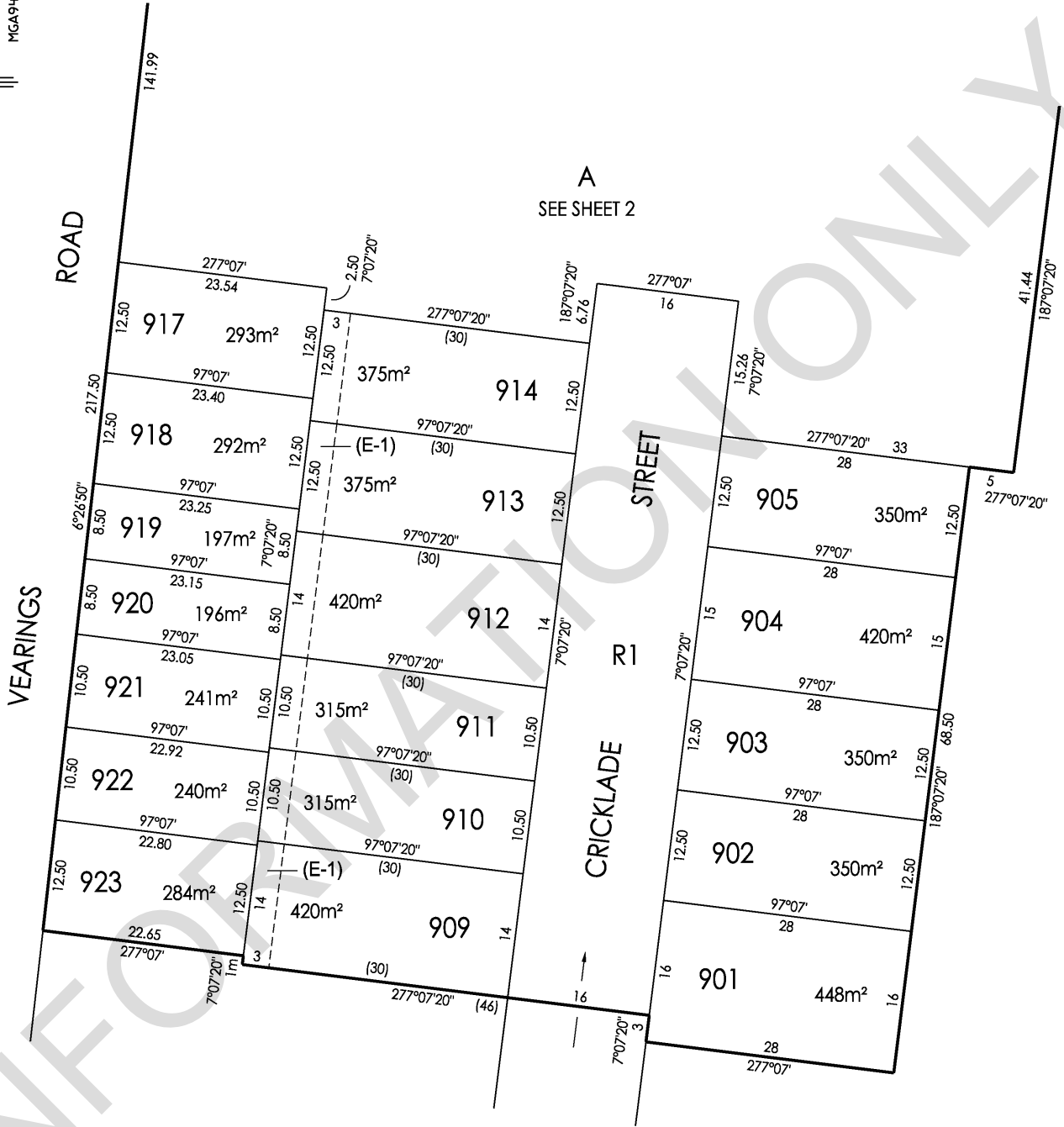
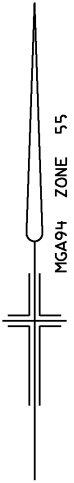
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PLAN OF SUBDIVISION

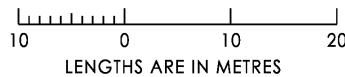
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SHEET 3

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PLAN OF SUBDIVISION

PLAN NUMBER
PS 817664S

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restriction is to be created.

For the purposes of this restriction:

Land to benefit: Lots 901 to 905 (both inclusive), 909 to 914 (both inclusive) & 917 to 923 (both inclusive).

Land to be burdened: Lots 901 to 905 (both inclusive), 909 to 914 (both inclusive) & 917 to 923 (both inclusive).

Description of Restriction:

- (1) The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened must not, without the permission of the Responsible Authority, construct or permit to be constructed;
- (a) Anything other than in accordance with MCP No. AA3446.
 - (b) Any building unless the building incorporates dual plumbing for the use of recycled water for toilet flushing and garden watering.
 - (c) In the case of lots less than 300m² any dwelling unless in accordance with the Small Lot Housing Code or unless a specific planning permit for the said dwelling has been obtained from Whittlesea City Council.
For the purpose of this restriction the following applies:
Type A - Lots 917 to 923 (both inclusive).
Type B - Nil.
 - (d) In the case of lots greater than 300m²;
 - i. Any double storey dwelling on a lot with a side boundary abutting a road, unless the setback of the first level of the dwelling from the side boundary abutting a road, is at least 900 millimetres greater than the setback from the side boundary of the ground level of the dwelling. For the purpose of this restriction a side boundary abutting a road is considered to be the longer of the two boundaries abutting a road.
 - ii. Any garage unless the garage is constructed greater than 5 metres from the main street frontage. The main street frontage is considered the frontage that allows the most direct access to the front door of the dwelling.
 - iii. Any garage on a lot of a width of 10 metres or less and where access is proposed from the main street frontage unless the said garage provides accommodation for a single vehicle only. The main street frontage is considered the frontage that allows the most direct access to the front door of the dwelling.
 - (e) In the case of a lot which has a side boundary abutting a Council Reserve;
 - i. Any dwelling unless the said dwelling is double storey.
 - ii. Any dwelling unless the said dwelling includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining Council Reserve, to the satisfaction of the Responsible Authority.
 - iii. Any fence on a boundary abutting a Council Reserve unless that part of the said fence between the front boundary and the building line is a feature-style fence with a minimum of 25% transparency and a maximum height of 1.5 metres.

The restriction identified in (1) (a) above only, will cease to affect any of the burdened lots one year after all the burdened lots are issued with an Occupancy Certificate under the Building Act 1993 or any instrument replacing it.



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Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
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SHEET 4

REF: 9434/9A

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Document Identification	AR402287R
Number of Pages (excluding this cover sheet)	33
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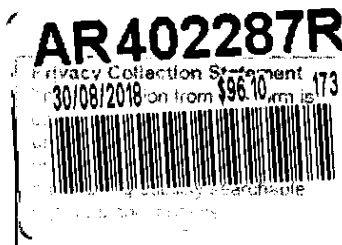
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Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987



Lodged by:

Name: MADDOCKS
Phone: 03 9258 3555
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref: TGM:7408849
Customer Code: 1167E

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

Land: Volume 11917 Folio 635, Volume 11916 Folio 442, Volume 11998 Folio 327, Volume 11998 Folio 328 and Volume 11951 Folio 738

Responsible Authority: Whittlesea City Council of Civic Centre, Ferres Boulevard, South Morang, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application

Signing

AUSTRALIAN LEGAL PRACTITIONER

Representing: Representing another

Signer Name: MARIA V. MARSHALL

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

Certifications

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

AR402287R

Executed on behalf of: Whittlesea City Council

30/08/2018 \$96.10 173

Signer Name: MARIA V. MARSHALL



Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

Signature: [Handwritten Signature]

Execution Date: 30 August 2018





Maddocks

AR402287R

30/08/2018 \$96.10 173



Date / / 2018

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 360 Vearings Road, Wollert; 380A Vearings Road, Wollert; 390 Vearings Road, Wollert; 390A Vearings Road, Wollert and 390D Vearings Road, Wollert

Purpose of Agreement: WIK for Land Projects and Public Open Space equalisation

City of Whittlesea

and

ID Folkestone Vearings Land Pty Ltd ACN 609 840 888

and

Nicholas Boglis, Victor Boglis, Angiliki Boglis



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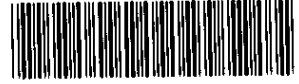


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Agreement under section 173 of the Planning and Environment Act 1987

Dated / / 2018

Parties

Name	City of Whittlesea
Address	25 Ferres Boulevard, South Morang
Short name	Council
Name	ID Folkestone Vearings Land Pty Ltd ACN 609 840 888
Address	Level 12, 484 St Kilda Road, Melbourne, Victoria 3004
Short name	Developer
Name	Nicholas Boglis, Victor Boglis, Angiliki Boglis
Address	C/- Walsh, Johnston & Co., 454 High Street, Northcote, Victoria, 3070
Short name	390 Vearings Road Vendors

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the collecting agency and the development agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and in its capacity as both the Collecting Agency and the Development Agency.
- D. The 390 Vearings Road Vendors are the registered proprietors of the land contained in Certificate of Title Volume 11998 Folio 327, being part of the Subject Land.
- E. The Developer is the registered proprietor or entitled to be the registered proprietor of the land contained in Certificates of Title:
 - E.1 Volume 11917 Folio 635;
 - E.2 Volume 11916 Folio 442;
 - E.3 Volume 11998 Folio 328; and
 - E.4 Volume 11951 Folio 738,
 being part of the Subject Land.

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- F. The 390 Vearings Road Vendors have entered into the contract to sell to the Developer those parts of the Subject Land owned, by the 390 Vearings Road Vendors.
- G. The Developer enters this Agreement in anticipation of it becoming the registered proprietor of the whole of the Subject Land over time.
- H. The Vendor consents to registration of this Agreement.
- I. On 9 June 2017, Council issued the Planning Permit.
- J. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- K. The Developer has asked Council for permission to transfer to or vest in Council the Land Projects.
- L. Council has agreed that the Developer will transfer the Land Projects to Council in return for a Credit against its development contribution liability under the Development Contributions Plan.
- M. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Developer and the Vendor entering into this Agreement.
- N. As at the date of this Agreement, the Subject Land is subject to a Caveat in favour of the Caveator. The Caveator consent to the recording of this Agreement on the certificates of title to the Subject Land.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreed Land Value means the amount calculated in accordance with Schedule 2.

Agreement means this Deed and includes this Deed as amended from time to time.

Caveator means ID Vearings Pty Ltd ACN 601 194 825.

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

Consent Fee means the fee specified on Council's internet web site which is payable by a person to Council for deciding whether to give consent for anything an agreement or a permit provides must not be done without Council's consent.

Contract means the contract for the purchase of the Subject Land from the 390 Vearings Road Vendors.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute

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as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Credit means a credit in the amount of the Agreed Land Value as the case may be against the Developer's liability to pay the Development Infrastructure Levy for the Subject Land.

Current Address means:

- for Council, the address shown on page one of this Agreement, or any other address listed on Council's website;
- for the Developer, the address shown on page one of this Agreement or any other address provided by the Developer to Council for any purpose relating to the Subject Land; and
- for the Vendor, the address shown on page one of this Agreement or any other address provided by the Vendor to Council for any purpose relating to the Subject Land.

Current Email means:

- for Council, info@whittlesea.vic.gov.au, or any other email address listed on Council's website;
- for the Developer, any email address provided by the Developer to Council for the express purpose of electronic communication regarding this Agreement; and
- for the Vendor, any email address provided by the Vendor to Council for the express purpose of electronic communication regarding this Agreement.

Developer means the person named as Developer under this Agreement and after the settlement of the Contracts means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession but does not mean the owner of a Residential Lot.

Development Infrastructure Levy means the development infrastructure levy that is required to be paid upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

Development Contributions Plan means the Development Contributions Plan referred to in Schedule 1, being an incorporated document in the Planning Scheme.

Equalisation Payment means the amount specified in Schedule 3 as the equalisation payment required to be paid either by the Developer or Council as the case may be. This amount is calculated by reference to the percentage difference between:

- the area of Open Space Land that the Developer is required to transfer to or vest in Council under this Agreement, the Development Contributions Plan or a condition on a planning permit in respect of the Subject Land; and
- the Public Open Space Contribution that the Developer is required to make under clause 52.01 of the Planning Scheme.

GAIC means the Growth Areas Infrastructure Contribution under the Act.

GST Act means the *New Tax System (Goods and Services Tax) Act 1999* (Cwlth), as amended from time to time.

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Indexation means an adjustment to an amount carried as follows:

- For Land Projects
 - Using the CPI as the adjustment index; where
 - The adjustment is to be applied only to the remaining balance of the Credit for the Land Project;
- For Development Infrastructure Levy
 - using the CPI as the adjustment index;
- For Open Space Land and Open Space Equalisation Payment
 - Using the CPI as the adjustment index.

and in all instances the Indexation is to be undertaken quarterly each year, commencing July 2018.

Inherent GAIC Liability means the current or future liability of the Subject Land for GAIC upon the happening of a GAIC event as defined and described in the Act whether before, at or after the vesting or transfer of the land in or to Council.

Land Project means land which is described in Schedule 2 and which under this Agreement is required to be transferred to or vested in Council.

Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices and which is not funded by the Development Contribution Plan.

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

Open Space Land means land for public open space identified in the Precinct Structure Plan and which is not an Infrastructure Project or a Land Project but is subject to an Equalisation Payment.

Open Space Land Value means the amount to be calculated by multiplying the area of the Open Space Land required by the Land Value Rate as specified in Schedule 3 subject to Indexation.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession, but does not mean the owner of a Residential Lot.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations both of which are to be performed by the Developer.

Party or Parties means the parties to this Agreement.

Plan of Subdivision means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

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Planning Permit means the planning permit no. 716593 issued by Council on 9 June 2017 as amended from time to time.

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

Precinct Structure Plan means the incorporated Wollert Precinct Structure Plan.

Provision Trigger means the milestone or provision trigger set out in the relevant columns of Schedule 2.

Residential Lot means a lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a housing lot without further subdivision.

Satisfaction Fee means a fee specified on Council's internet web site which is payable by a person to Council for deciding whether any one of obligation in a permit, agreement or any other requirement has been undertaken to Council's satisfaction.

Schedule means a schedule to this Agreement.

Stage is a reference to a stage of subdivision of the Subject Land.

Statement of Compliance means a Statement of Compliance under the *Subdivision Act 1988*.

Subject Land means all of the land described in Schedule 4 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Vendor means the 390 Vearings Road Vendors.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

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2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 record the terms and conditions on which Council agrees to the Developer providing the Land Project to Council;
 - 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land; and
 - 3.3 satisfy conditions 13, 36, 37 of the Planning Permit.
-

4. Reasons for Agreement

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons:

- 4.1 Council would not have consented to the Developer providing the Land Project instead of paying the Development Infrastructure Levy without setting out the terms and conditions of this arrangement.
-

5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required or unless it is ended in accordance with clause 22 of this Agreement.

6. Payment of Development Infrastructure Levy

The Parties agree that:

- 6.1 subject to the Developer's entitlement to a Credit, the Developer is not required to pay the Development Infrastructure Levy in cash on a stage-by-stage basis; and
 - 6.2 any component of the Development Infrastructure Levy in respect of the Subject Land which is not offset by an entitlement to a Credit under this Agreement must be paid to Council prior to the issue of the Statement of Compliance for subdivision of the Subject Land as a result of which the obligation to pay the Development Infrastructure Levy in cash arises or at such other time as is specified in this Agreement.
-

7. Land Project

7.1 Transfer or vesting of Land Project

The Developer must transfer to or vest in Council each Land Project:

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- 7.1.1 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 7.2;
- 7.1.2 with all services to be available as specified in the relevant column of Schedule 2;
- 7.1.3 free of all encumbrances, including any structure, debris, waste, refuse and contamination, except as agreed by Council;
- 7.1.4 free of any fees and charges associated with the delivery of the site; and
- 7.1.5 otherwise in a condition that is to the satisfaction of Council in its capacity as Development Agency.

7.2 Time for transfer or vesting of Land Project

If the Developer does not meet the Provision Trigger for a Land Project, Council may:

- 7.2.1 at its absolute discretion extend the timeframe; or
- 7.2.2 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Land Project has been transferred to or vested in Council.

7.3 Agreed Land Value

The Developer agrees that the Agreed Land Value:

- 7.3.1 is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
- 7.3.2 is a fixed amount subject to Indexation;
- 7.3.3 replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Land Project; and

7.4 The Developer agrees that upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Land Project.

7.5 Environmental Assessment

The Developer covenants and agrees that prior to transferring to or vesting the Land Project to or in Council, the Developer must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Land Project is suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

7.6 Access to Land Project

The Developer covenants and agrees that prior to transferring to or vesting the Land Project to or in Council, the Developer must upon receiving reasonable notice, provide Council and its servants and agents with reasonable access to the Land Project for the purpose of undertaking any survey, measurements or soil testing of the Land Project.

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8. Public Open Space

8.1 Open Space Land

The Developer must transfer to or vest in Council for municipal purposes the Open Space Land:

8.1.1 With all utility services available to the Open Space Land;

and

8.1.2 as part of and upon the registration of any Plan of Subdivision for the Subject Land containing the Open Space Land; or

8.1.3 within 60 days of the issue of a Building Permit for a building on the Subject Land - whichever occurs earlier.

8.2 Environmental Assessment

The Developer covenants and agrees that prior to transferring to or vesting the Open Space Land to or in Council, the Developer must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Open Space Land is suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

8.3 Value of Open Space Land

The Open Space Land Value is an amount which is fixed in accordance with the Development Contributions Plan subject only to Indexation.

8.4 Equalisation Payment

The Parties agree that as an Equalisation Payment under this Agreement is due to Council, the Developer must pay the Equalisation Payment prior to issue of a Statement of Compliance for each stage of development of the Subject Land at a pro-rata amount based on the stage net developable area at the Open Space Land Value unless a different time is agreed in writing with Council.

8.5 Council acknowledgement

The parties acknowledge and agree that upon the Developer satisfying its obligations under clause 9, the Developer will have fulfilled its obligations under the Planning Scheme and the *Subdivision Act 1988* in relation to making a public open space contribution in respect of the Subject Land.

9. Credit and processing of credits

9.1 Credit

The Parties agree that:

9.1.1 the Developer will be entitled to a Credit equivalent to the Agreed Land Value from the commencement of this Agreement as follows;

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- (a) The Credit for the Agreed Land Value may be used to offset any Development Contributions Levy payable for Stages 1 – 5;
- (b) Beyond Stage 5, the remaining balance of the Credit for the Agreed Land Value will be distributed over the remaining stages of the development in proportion to the Net Developable Area within each of the remaining stages so as to amortise the remaining Credit evenly over the remaining stages.

9.1.2 the Development Infrastructure Levy is not required to be paid in cash until Stage 6 ;

9.1.3 prior to the issue of a Statement of Compliance by Council for a Stage, Council must:

- (a) calculate the Development Infrastructure Levy payable for such Stage(s) as at that date; and,
- (b) deduct the amount calculated under clause (a) from the Credit until the Credit has been exhausted;

9.1.4 subject to this Agreement when the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:

- (a) in relation to that Stage, the Developer must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of Credit remaining prior to the issue of a Statement of Compliance; and
- (b) in relation to subsequent Stages, the Developer must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance;

9.2 Exhaustion of Credit

When the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:

- 9.2.1 in relation to the Stage, the Developer must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of the Credit remaining prior to the issue of a Statement of Compliance; and
- 9.2.2 in relation to subsequent Stages, the Developer must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance for each Stage or as otherwise agreed by Council.

10. Localised Infrastructure

The Parties acknowledge that:

- 10.1.1 this Agreement is intended to relate only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure; and
- 10.1.2 compliance with the obligations of this Agreement does not relieve the Developer of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

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11. Further obligations of the Parties

11.1 Transaction costs

Where the Developer is required to transfer or vest land, the Developer is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

11.2 Notice and registration

The Developer and the Vendor must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

11.3 Further actions

The Developer and the Vendor:

- 11.3.1 must do all things necessary to give effect to this Agreement;
- 11.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and
- 11.3.3 agrees to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

11.4 Fees

Within 14 days of a written request for payment, the Developer must pay to Council any:

- 11.4.1 Satisfaction Fee; or
- 11.4.2 Consent Fee

as required.

11.5 Council's costs to be paid

The Developer must pay to Council within 14 days after a written request for payment, Council's reasonable costs and expenses (including legal expenses) relating to this Agreement, including:

- 11.5.1 drafting, finalising, signing, recording and enforcing this Agreement;
- 11.5.2 drafting, finalising and recording any amendment to this Agreement; and
- 11.5.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

11.6 Time for determining satisfaction

If Council makes a request for payment of:

- 11.6.1 a fee under clause 11.4; or

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11.6.2 any costs or expenses under clause 11.5

the Parties agree that Council will not decide whether the Developer's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

11.7 Interest for overdue money

The Developer agrees that:

11.7.1 the Developer must pay to Council interest at the same rate used under section 227A of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date.

11.7.2 if interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

12. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

13. Developer's and Vendor's warranties

13.1 The Developer and Vendor warrant that apart from the Developer and Vendor and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

13.2 The Developer warrants that:

13.2.1 each Land Project is free of contamination of any kind which would make the Land Project unsuitable for its intended purpose as set out in the Precinct Structure Plan; and

13.2.2 is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

14. Developer's Indemnity

The Developer indemnifies and keeps indemnified the Vendor against all Claims the Vendor may suffer, sustain or incur as a result of entering into this Agreement.

15. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of titles of the Subject Land, the Developer and the Vendor must require successors in title to:

15.1.1 give effect to this Agreement; and

15.1.2 enter into a deed agreeing to be bound by the terms of this Agreement.

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16. General matters

16.1 Notices

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

- 16.1.1 personally on the other Party;
- 16.1.2 by leaving it at the other Party's Current Address;
- 16.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 16.1.4 by email to the other Party's Current Email.

16.2 No waiver

Any time or other indulgence granted by Council to the Developer or any variation of this Agreement or any judgment or order obtained by Council against the Developer does not amount to a waiver of any of Council's rights or remedies under this Agreement.

16.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

16.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

16.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

16.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

16.7 Counterparts

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

16.8 Payment by Vendor

For the avoidance of doubt, nothing in this Agreement imposes an obligation on the Vendor to pay either a development contribution where the Vendor does not take steps to develop the Subject Land, or part of the Subject Land, or to obtain a Statement of Compliance.

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17. GAIC

- 17.1 The Developer acknowledges and agrees all land transferred to or vested in Council must have any Inherent GAIC Liability discharged prior to it being transferred to or vested in Council and to the extent it is not, the Developer shall remain liable to Council for any GAIC liability incurred by Council.
- 17.2 The Parties agree that clause 17.1 survives the termination of this Agreement
- 17.3 The Developer agrees that the Developer must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 17.1 from its Inherent GAIC Liability.

18. Foreign resident capital gains withholding

18.1 Definitions

For the purposes of this clause, the following definitions apply:

Clearance Certificate means a valid clearance certificate under section 14-220(1) of Schedule 1 to the Tax Act.

Consideration means any monetary and non-monetary consideration including a Credit required to be paid or given by Council to the Owner for the transfer or vesting of a Land Project or in respect of the equalisation of Open Space Land under this Agreement.

Excluded Transaction has the meaning given to that term in section 14-215 of Schedule 1 to the Tax Act.

statement of compliance has the same meaning as in the Subdivision Act 1988

Tax Act means the *Taxation Administration Act 1953* (Cwlth)

Variation Amount means, where the Owner has served a Variation Notice on Council, the amount required to be withheld as specified in the Variation Notice.

Variation Notice means a valid variation notice issued by the Australian Taxation Office in respect of a variation application made under section 14-235(2) of Schedule 1 of the Tax Act.

18.2 Foreign resident status of Owner

The Owner is taken to be foreign residents under Subdivision 14-D of Schedule 1 to the Tax Act unless the Owner gives to Council a Clearance Certificate no later than 10 Business Days before the Land Project and the Open Space Land is transferred to or vested in Council.

18.3 Excluded transaction

18.3.1 Clause 18.5 does not apply if:

- (a) the transfer or vesting of the Land Project or the Open Space Land is an Excluded Transaction; and
- (b) the Owner provides Council with all information and documentation to satisfy Council that the transfer or vesting of the Land Project and the Open Space

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Land is an Excluded Transaction no later than 10 Business Days before the Land Project or the Open Space land as the case may be is transferred to or vested in Council's ownership.

- 18.3.2 Without limiting clause 18.3.1, the transfer or vesting of a Land Project or Open Space Land is an Excluded Transaction if the market value of the Land Project or Open Space Land as at the date of this Agreement is less than \$750,000.

18.4 Variation notice

If the Owner provides Council with a Variation Notice prior to the transfer or vesting of the Land Project and Open Space Land, then Council will adjust the withholding amount (as specified in clause 18.5 below) in accordance with the Variation Notice.

18.5 Withholding

- 18.5.1 This clause 18.5 applies if the Owner is taken to be foreign residents under clause 18.2 and the Owner has not satisfied Council that the transfer or vesting of the Land Project and Open Space Land is an Excluded Transaction under clause 18.3.

- 18.5.2 Subject to clauses 18.5.3 and 18.5.4, Council will deduct from any monetary consideration payable to the Owner an amount equal to:

- (a) 12.5% of the Consideration (excluding GST) in accordance with section 14-200(3) of Schedule 1 to the Tax Act; or
- (b) the Variation Amount, if the Owner have provided Council with a Variation Notice in accordance with clause 18.4,

(withholding amount).

- 18.5.3 Subject to clause 18.5.4, if any monetary consideration payable to the Owner is less than 12.5% of the Consideration, the Owner must deliver to Council:

- (a) a cash payment equal to 12% of the Consideration (or such other amount as required by Council); or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 18.4 -

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner.

- 18.5.4 If there is no Consideration specified in this Agreement, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the market value of the Land Project and Open Space Land valued as at the date of this Agreement; or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 18.4,

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner and the Developer.

18.6 Council to remit withholding amount

- 18.6.1 Council agrees to:

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- (a) pay the withholding amount or amounts determined under clause 18.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:
 - (i) Council receiving a transfer of land in respect of the Land Project and Open Space Land, in registrable form; or
 - (ii) the registration of a plan of subdivision which vests the Land Project or Open Space Land in Council's ownership;
- (b) provide the Owner with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and
- (c) provide the Owner with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.

18.7 Consideration adjusted after withholding

For the avoidance of doubt and notwithstanding anything else in this Agreement, the Consideration payable to the Owner and the Developer is reduced to the extent that a withholding amount is deducted from the Consideration under clause 18.5.

18.8 Owner to co-operate

18.8.1 The Owner must:

- (a) not procure the registration of a plan of subdivision which vests a Land Project or Open Space Land in Council's ownership unless:
 - (i) a Clearance Certificate has been provided to Council; or
 - (ii) the Owner and Council have agreed upon the amount to be withheld by and/or remitted by Council to the Australian Taxation Office in accordance with clause 18.5;
- (b) provide Council with 20 Business Days prior written notice of the lodgement of a plan of subdivision at Land Use Victoria which will have the effect of vesting any land in Council's ownership; and
- (c) notify Council immediately on the date on which a plan of subdivision registers which vests land in Council's ownership.

18.8.2 The Owner must provide Council with all information, documentation and assistance necessary to enable Council to comply with its obligation to pay the withholding amount within the time set out in section 14-200(2) of Schedule 1 to the Tax Act.



Maddocks

18.9 Owner's and Developer's warranty

The Owner warrants that the information provided to Council under this clause 18 is true and correct.

18.10 Indemnity

The Owner agrees to indemnify Council against any interest, penalty, fine or other charge or expense incurred by Council as a result of the Owner's failure to comply with this clause 18.

19. GST

19.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.

19.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

19.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 19.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

19.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 19.3.

20. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

21. Amendment of Agreement

21.1 This Agreement may be amended in accordance with the Act.

21.2 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Developer of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

22. Ending of Agreement

22.1 This Agreement ends:

22.1.1 when the Developer has complied with all of the Developer's obligations under this Agreement; or

22.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.

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- 22.2 Notwithstanding clause 22.1, the Developer may request in writing Council's consent to end the Agreement in respect of Residential Lots in any Stage upon the issue of a Statement of Compliance in respect of that Stage.
- 22.3 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Developer of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.
- 22.4 Council will not unreasonably withhold its consent to a written request made pursuant to clause 22.1 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 22.5 Upon the issue of a Statement of Compliance for a Plan of Subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the Plan of Subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.
- 22.6 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Developer and at the cost of the Developer, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 22.7 On completion of all the Developer's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Developer's request and at the Developer's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

23. Anticipated Balance Sheet

The parties agree that the Anticipated Balance Sheet at Schedule 5 of this Agreement is the best estimate of the parties prepared immediately prior to the execution of this Agreement as to the likely payments required, available Credits and Open Space Equalisation consequent upon the Staging as advised by the Developer.

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Schedule 1

Wollert Development Contributions Plan.

INFORMATION ONLY

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Schedule 2

Land Project

DCP Project No.	Description of the Land Project	Land Area as per DCP for Subject Land	Services to be available	Provision Trigger	Agreed Land Value 2017 \$ (per Hectare)	Credit Value
SR-04	Wollert Multi-purpose Sports Reserve Purchase of land for multi-purpose sports reserve & multi-purpose indoor sporting facility	6.38 ha	All utility services	Stage 10	\$1,492,186.00 per hectare	\$9,520,150.00

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Schedule 3

Open Space Land

Address	Description of the Open Space Land	Provision Trigger	Land Value Rate (per hectare) 1 July 2017	Open Space Land Value \$2017	Required Passive Open Space Contribution (4.47% for Residential NDA)	Equalisation amount payable by owner to Council 1 July 2017
360 Vearings Road, Wollert (For Property 6)	Nil	N/A	\$1,325,000	Nil	0.1061 ha	\$140,517.30
390 Vearings Road, Wollert (Property 9)	Nil	N/A	\$1,492,186	Nil	1.2535 ha	\$1,870,383.93
Total Equalisation Payment Due to Council						\$2,010,901.23
Averaged Equalisation Payment per Net Developable Hectare (Total Equalisation Payment / Total NDA (30.414 Ha))						\$66,117.77

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Schedule 4

Subject Land

Address	Land Certificate of title volume/folio	Property Number	Mortgage Y/N
360 Vearings Road, Wollert	11917/635 (PS804343M Lot A)	6 (part)	Y
380A Vearings Road, Wollert	11916/442 (PS804307R Lot B)	9 (part)	Y
390 Vearings Road, Wollert	11998/327 (lot A PS811197F)	9 (part)	N
390A Vearings Road Wollert	11998/328 (Lot B PS811197F)	9 (part)	N
390D Vearings Road, Wollert	11951/738 (PS804351N Lot B)	9 (part)	Y

INFORMATION ONLY



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Schedule 5

Anticipated Balance Sheet for payments of Development Levies and Open Space Equalisation

INFORMATION ONLY



Amber Estate Development Contributions and Open Space Equalisation, Wollert PSP/DCP 2017

Prepared by City of Whittlesea on 10 July 2018

173 Agreement Terms:

- 1 - Lock DIL charge and index by CPI quarterly
- 2 - Lock in Land Value for SR04, subject to apportioned indexation
- 3 - Credit for SR04 land to offset stages 1 - 5 DC liability entirely, and remaining \$ to be amortised across remaining stages
- 4 - Indexation to apply to remaining balance of open space credit only
- 5 - Table 4 includes Open Space Equalisation payments

All blue text - cells to be updated to reflect indexation

Table 1: DCP DIL RATES

Indexation period	CPI % Adjustment	Indexed DIL Rate
Jun 17- Jun 18	N/A	\$372,042
Jul 18	0.00%	\$372,042
Sep 2018	0.00%	\$372,042
Dec 2018	0.00%	\$372,042
Mar 2019	0.00%	\$372,042
Jun 2019	0.00%	\$372,042
Sep 2019	0.00%	\$372,042
Dec 2019	0.00%	\$372,042

Table 2: 52.01 Open Space Equalisation, Land Value \$/Ha

Open Space Land Value \$/Ha	Property 9	Required Passive Open Space Contribution (4.47% of NDA)	Total Equalisation Amount	Averaged Equalisation	
				Payment per NDHa (Total Equalisation Amount/Total NDA)	Amount/Total NDA (\$0.414 Ha)
Property 6	Property 9	Property 6	Property 9	Property 6	Property 9
Jun 17- Jun 18	\$1,325,000	\$1,492,186	\$2,010,901.23	\$66,117.77	\$66,117.77
Jul 18	\$1,325,000	\$1,492,186	\$2,010,901.23	\$66,117.77	\$66,117.77
Sep 2018	\$1,325,000	\$1,492,186	\$2,010,901.23	\$66,117.77	\$66,117.77
Dec 2018	\$1,325,000	\$1,492,186	\$2,010,901.23	\$66,117.77	\$66,117.77
Mar 2019	\$1,325,000	\$1,492,186	\$2,010,901.23	\$66,117.77	\$66,117.77
Jun 2019	\$1,325,000	\$1,492,186	\$2,010,901.23	\$66,117.77	\$66,117.77
Sep 2019	\$1,325,000	\$1,492,186	\$2,010,901.23	\$66,117.77	\$66,117.77
Dec 2019	\$1,325,000	\$1,492,186	\$2,010,901.23	\$66,117.77	\$66,117.77

Note: Table 2 Rates will updated once CPI % Adjustment entered into column C, Table 1

Table 3: NDA BY PROPERTY

Property 6	Property 9	Total
2,373	28,041	30,414

DIL - Project Credit, Property 9

SR04 Land	6.38HA	\$9,520,150
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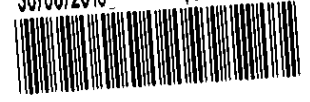
Table 4: DCP and 52.01 Open Space Equalisation liability table

Stage	NDA	Indexed DIL Stage Liability (Instruction: amend formula to apply cell for relevant period in Column c, Table 1)	\$ of Remaining WIK Credit (2017)	CPI % on Land Credit	CPI \$ Adjustment	\$ of Remaining WIK Credit after CPI Adjustment	DCP Credit amortised per stage (from stage 6 onwards)	DCP Liability Payable per stage	Indexed rate applicable \$/Ha (Instruction: Refer to Column L, Table 2)	52.01 Open Space Equalisation Amount Due (Indexed Rate/ha x Stage NDA)	DIL + Open Space *Figures Subject to Indexation by Stage
Stage 1 (Prop. 6)	2,264	\$842,303	\$9,520,150	0%	\$0	\$8,677,847	\$0	\$0	\$66,117.77	\$149,690.63	\$149,690.63
Stage 2	3,350	\$1,246,285	\$8,677,847	0%	\$0	\$7,431,562	\$0	\$0	\$66,117.77	\$221,484.61	\$221,484.61
Stage 3	2,217	\$824,679	\$7,431,562	0%	\$0	\$6,606,882	\$0	\$0	\$66,117.77	\$146,558.63	\$146,558.63
Stage 4	2,224	\$827,340	\$6,606,882	0%	\$0	\$5,779,543	\$0	\$0	\$66,117.77	\$147,031.37	\$147,031.37
Stage 5	2,354	\$875,619	\$5,779,543	0%	\$0	\$4,903,923	\$492,132	\$180,148	\$66,117.77	\$155,611.48	\$155,611.48
Stage 6a	1,807	\$672,280	\$4,903,923	0%	\$0	\$4,411,791	\$564,308	\$205,470	\$66,117.77	\$119,474.81	\$119,474.81
Stage 6b	2,061	\$766,779	\$4,411,791	0%	\$0	\$3,850,483	\$512,711	\$187,681	\$66,117.77	\$124,470.67	\$124,470.67
Stage 7	1,883	\$700,391	\$3,850,483	0%	\$0	\$3,337,772	\$650,911	\$238,270	\$66,117.77	\$158,021.47	\$158,021.47
Stage 8	2,390	\$889,180	\$3,337,772	0%	\$0	\$2,686,861	\$614,838	\$225,065	\$66,117.77	\$149,264.17	\$149,264.17
Stage 9	2,258	\$839,903	\$2,686,861	0%	\$0	\$2,072,023	\$466,531	\$170,777	\$66,117.77	\$113,259.74	\$113,259.74
Stage 10*	1,713	\$637,308	\$2,072,023	0%	\$0	\$1,605,492	\$771,038	\$282,243	\$66,117.77	\$187,184.70	\$187,184.70
Stage 11	2,831	\$1,053,281	\$1,605,492	0%	\$0	\$834,454	\$834,454	\$321,481	\$66,117.77	\$205,427.91	\$205,427.91
Stage 12	3,107	\$1,155,934	\$834,454	0%	\$0	\$0	\$0	\$-16,024	\$66,117.77	\$-2,847.69	\$-2,847.69
Final Stage Reconciliation	-0.043	\$-16,024	\$0	0%	\$0	\$0	\$0	\$-16,024	\$66,117.77	\$2,010,901.23	\$3,806,013.91
	30.414	\$11,315,259	\$11,315,259								

Note: DCP land credit to offset liability for stages 1 - 5, remaining credit to be amortised over remaining stages - Remaining credit divided by remaining NDA, multiplied by NDA of each stage

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30/08/2018 \$96.10 173



Signing Page

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of Whittlesea City Council was affixed hereto in the presence of:)



[Handwritten Signature]

Delegate

LIANA THOMPSON, ACTING CHIEF EXECUTIVE OFFICER
(print full name)

[Handwritten Signature]

Delegate

GEORGE SAISANAS
(print full name) MANAGER STRATEGIC PLANNING

Executed by ID Folkestone Vearings Land Pty Ltd)
ACN 609 840 888 in accordance with s 127(1) of the)
Corporations Act 2001:

[Handwritten Signature]

Signature of Director
MATTHEW J BELFORD
DIRECTOR

Print full name

[Handwritten Signature]

Signature of Director/Company Secretary
JEFFREY M GARVEY

DIRECTOR

Print full name

Signed by Nicholas Boglis in the presence of:)

Witness

AR402287R

30/08/2018 \$96.10 173



Signing Page

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of Whittlesea City Council)
was affixed hereto in the presence of:)

[Handwritten Signature]

Delegate

LIANA THOMPSON, ACTING CHIEF EXECUTIVE OFFICER
(print full name)

[Handwritten Signature]

Delegate

GEORGE SAISANAS
(print full name) MANAGER STRATEGIC PLANNING



Executed by ID Folkestone Vearings Land Pty Ltd)
ACN 609 840 888 in accordance with s 127(1) of the)
Corporations Act 2001:

Signature of Director

Signature of Director/Company Secretary

Print full name

Print full name

Signed by Nicholas Boglis in the presence of:)
by Neil Willis Johnston under)
Power of Attorney dated 25/5/2018)
in the presence of:

Witness

[Handwritten Signature]

AR402287R

30/08/2018 196.10 173



Signed by Victor Boglis in the presence of:

} V. BOGLIS


Witness



Signed by Angiliki Boglis in the presence of:

} A. BOGLIS

Witness



INFORMATION ONLY



Caveator's Consent

ID Vearings Pty Ltd ACN 601 194 825 as caveator under instrument no's AM069434C and AM069433E consents to recording of this Agreement on each of the relevant Certificates of Title comprising the Subject Land.

A handwritten signature in black ink, written over a horizontal dotted line. The signature is stylized and appears to be a first name followed by a surname.

Caveator's Consent

ID Folkestone Vearings Land Pty Ltd ACN 609 840 888 as caveator under instrument no's AM415168V and AM069433E consents to recording of this Agreement on each of the relevant Certificates of Title comprising the Subject Land.

A handwritten signature in black ink, written over a horizontal dotted line. The signature is stylized and appears to be a first name followed by a surname.

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30/08/2018 \$96.10 173

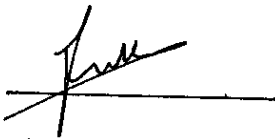


Mortgagee's Consent

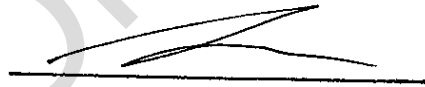
Australia and New Zealand Banking Group as Mortgagee under instrument no's AQ901326K and AQ665129Y consents to recording of this Agreement on each of the relevant Certificates of Title comprising the Subject Land.

Signed for and behalf of Australia and New Zealand Banking Group Limited ARN 11 005 357 522 by its attorney

Carlu Pierce pursuant to power of attorney dated 17 April 2018 in the presence of:



Witness: Trinh Van



Attorney

INFORMATION ONLY

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot. 902 PS817664

LOCAL GOVERNMENT (COUNCIL)

Whittlesea


LEGAL DESCRIPTION

902\PS817664


COUNCIL PROPERTY NUMBER

1104017


LAND SIZE

 Premium report only

ORIENTATION

 Premium report only

FRONTAGE

 Premium report only

ZONES

UGZ - Urban Growth Zone - Schedule 5

OVERLAYS

DCPO - Development Contributions Plan Overlay - Schedule 16

State Electorates

LEGISLATIVE COUNCIL

Northern Metropolitan Region

LEGISLATIVE ASSEMBLY

Thomastown District

Burglary Statistics

POSTCODE AVERAGE

1 in 51 Homes

STATE AVERAGE

1 in 76 Homes

COUNCIL AVERAGE

1 in 89 Homes

Council Information - Whittlesea

PHONE

03 9217 2236 (Whittlesea)

EMAIL

planning.services@whittlesea.vic.gov.au

WEBSITE

<https://www.whittlesea.vic.gov.au/>

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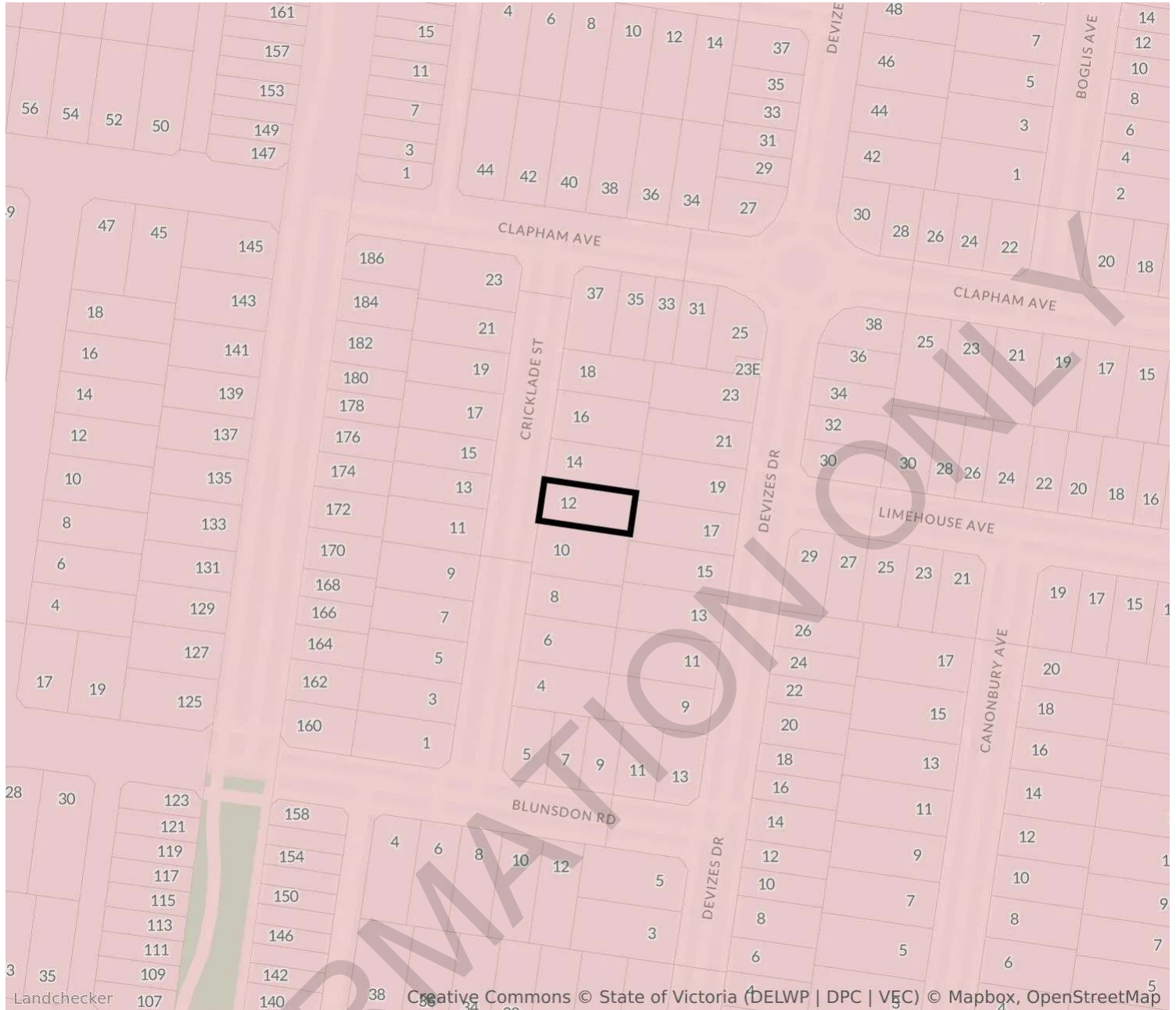
Planning Scheme Amendments

90 days Proposed and Approved



Site Dimensions

Approximate Site Dimensions



UG25 - Urban Growth Zone - Schedule 5

To implement the Municipal Planning Strategy and the Planning Policy Framework.
 To manage the transition of non-urban land into urban land in accordance with a precinct structure plan.
 To provide for a range of uses and the development of land generally in accordance with a precinct structure plan.
 To contain urban use and development to areas identified for urban development in a precinct structure plan.
 To provide for the continued non-urban use of the land until urban development in accordance with a precinct structure plan occurs.
 To ensure that, before a precinct structure plan is applied, the use and development of land does not prejudice the future urban use and development of the land.

VPP 37.07 Urban Growth Zone


Plan 1 below shows the future urban structure proposed in the Wollert Precinct Structure Plan, June 2017. It is a reproduction of Plan 2 in the Wollert Precinct Structure Plan, June 2017. Plan 1 to the Schedule to Clause 37.07


LPP 37.07 Schedule 5 To Clause 37.07 Urban Growth Zone


For confirmation and detailed advice about this planning zone, please contact WHITTLESEA council on 03 9217 2236.

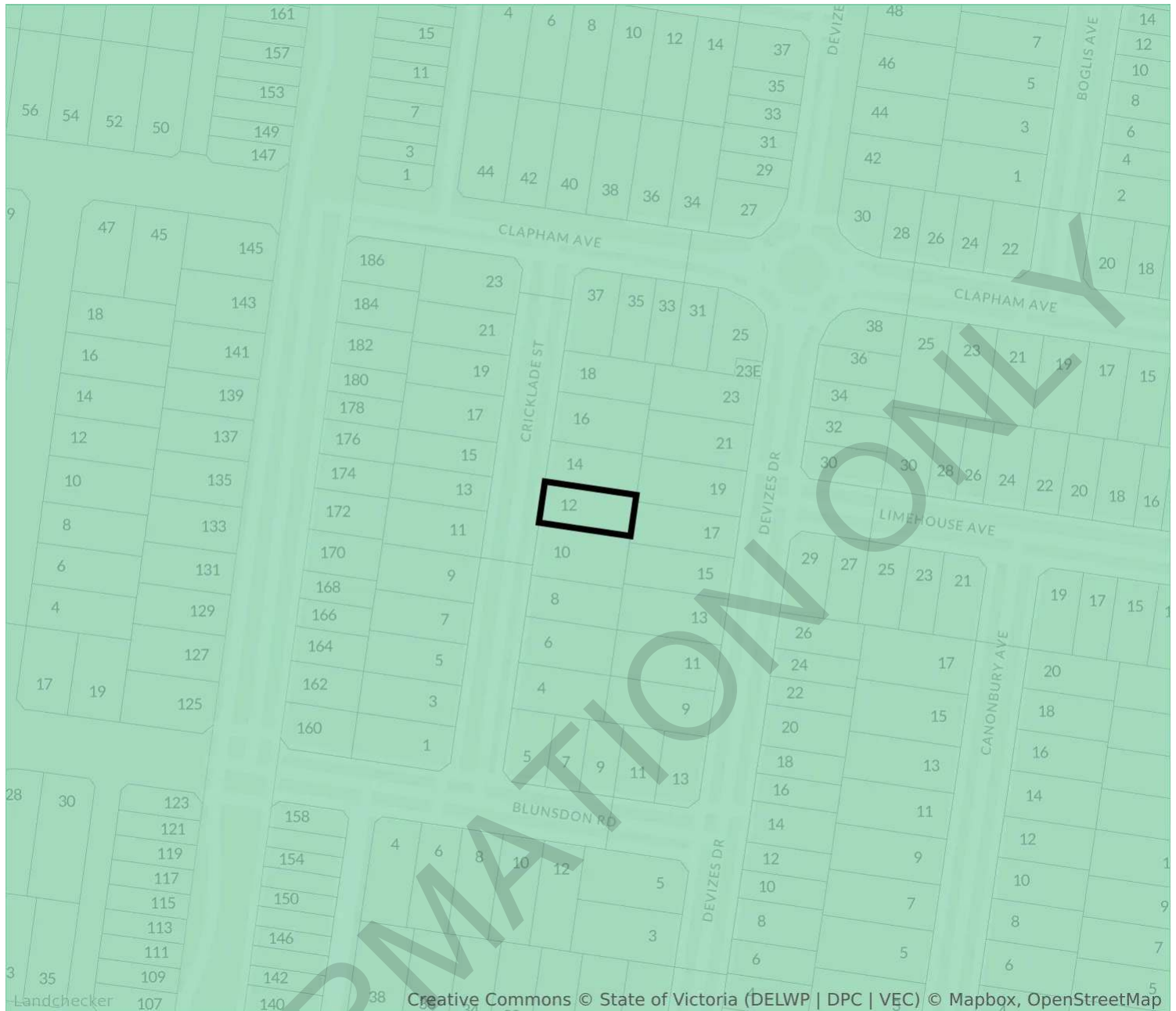
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 **Planning Scheme Amendments**
90 days Proposed and Approved

 **Site Dimensions**
Approximate Site Dimensions



DCPO16 - Development Contributions Plan Overlay - Schedule 16

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

VPP 45.06 Development Contributions Plan Overlay

All land within the Wollert Development Contributions Plan area shown as DCPO16 on the planning scheme maps.

LPP 45.06 Schedule 16 To Clause 45.06 Development Contributions Plan Overlay

For confirmation and detailed advice about this planning overlay, please contact WHITTLESEA council on 03 9217 2236.

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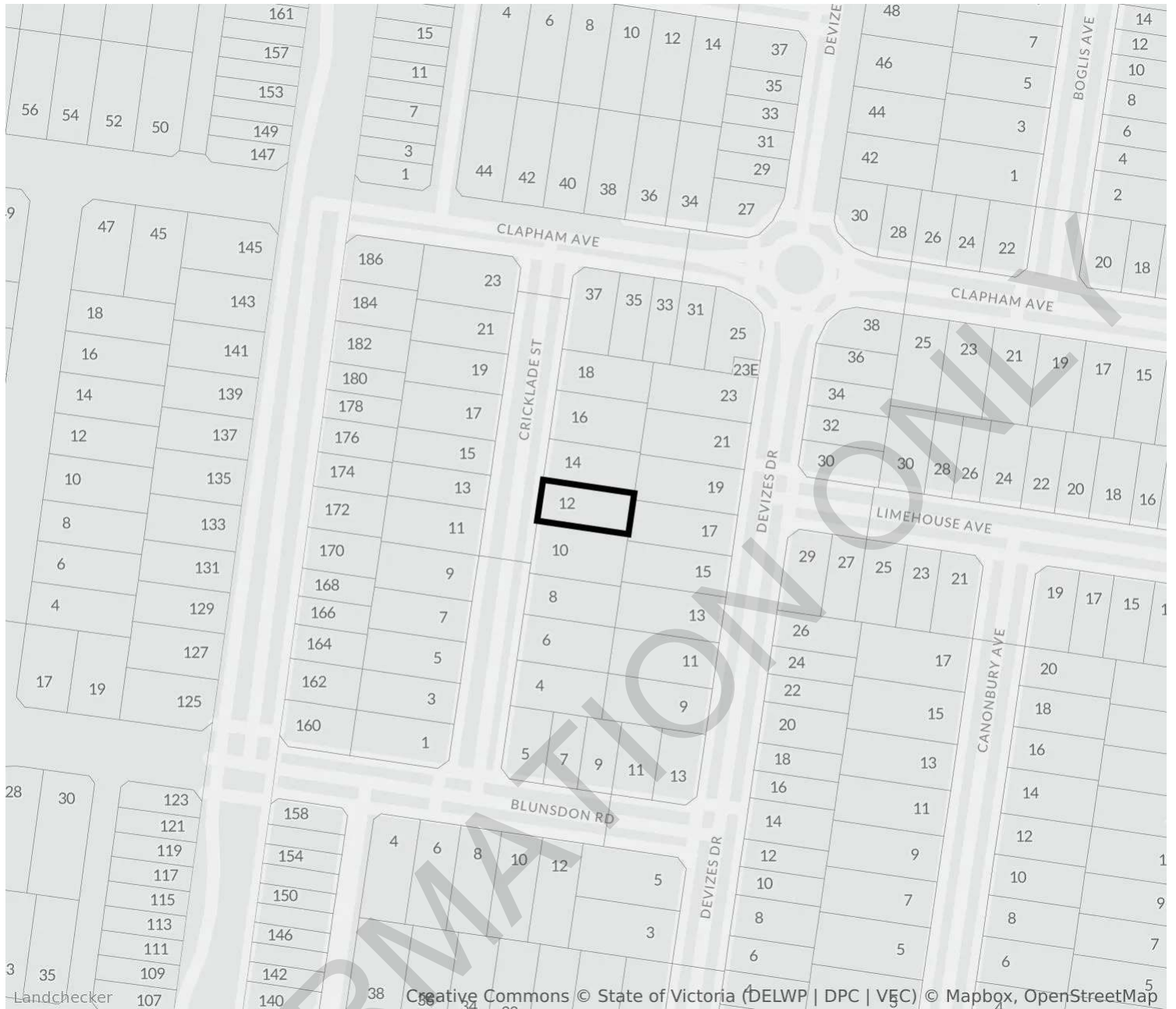
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Site Dimensions
Approximate Site Dimensions

NEARBY OVERLAYS

12 Cricklade Street, Wollert Vic 3750



There are no overlays in the vicinity

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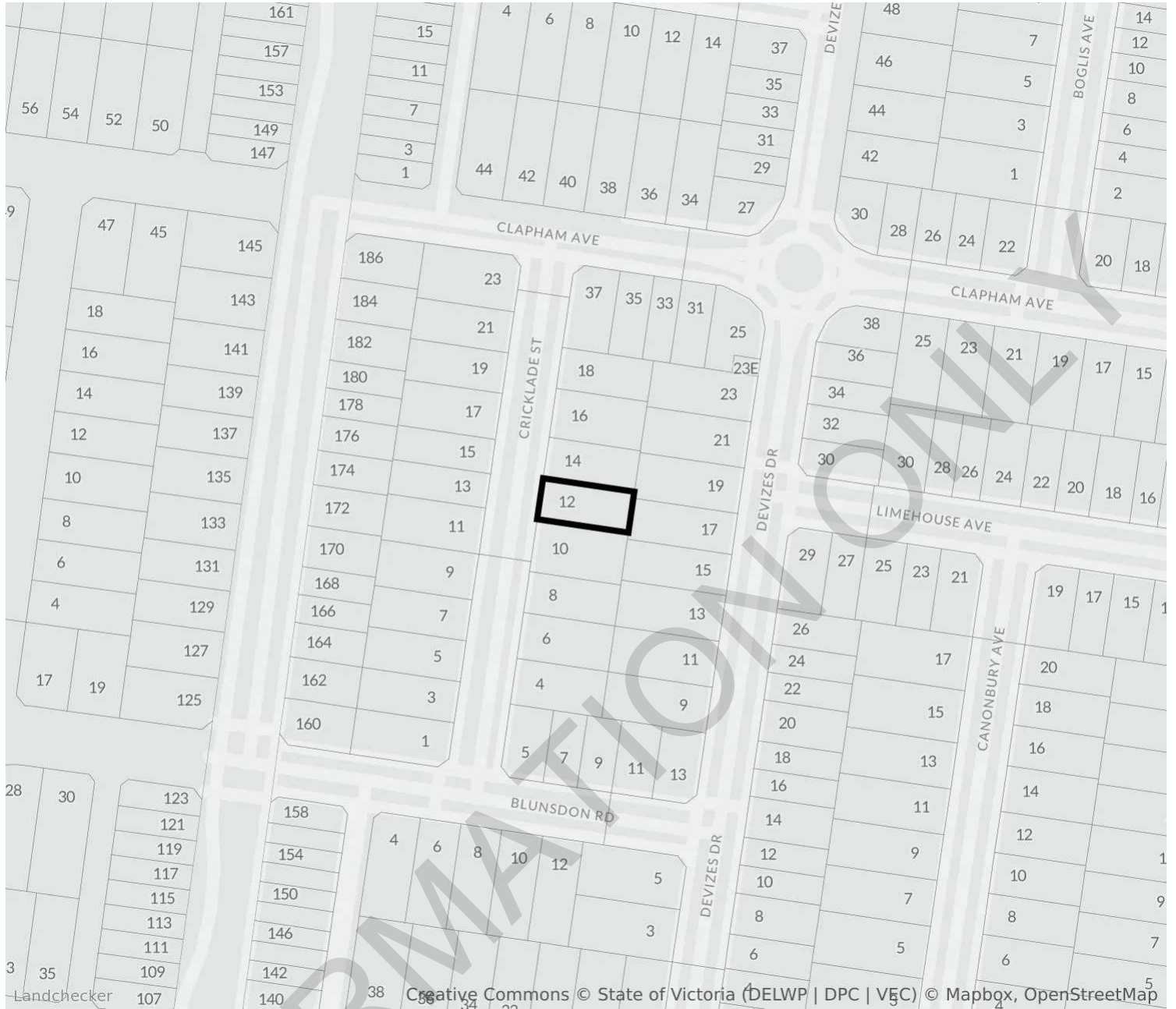
Planning Permits
Approved and Pending



Planning Scheme Amendments
90 days Proposed and Approved



Site Dimensions
Approximate Site Dimensions



Aboriginal Cultural Heritage Sensitivity

This property is within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

For confirmation and detailed advice about the cultural sensitivity of this property, please contact WHITTLESEA council on 03 9217 2236.

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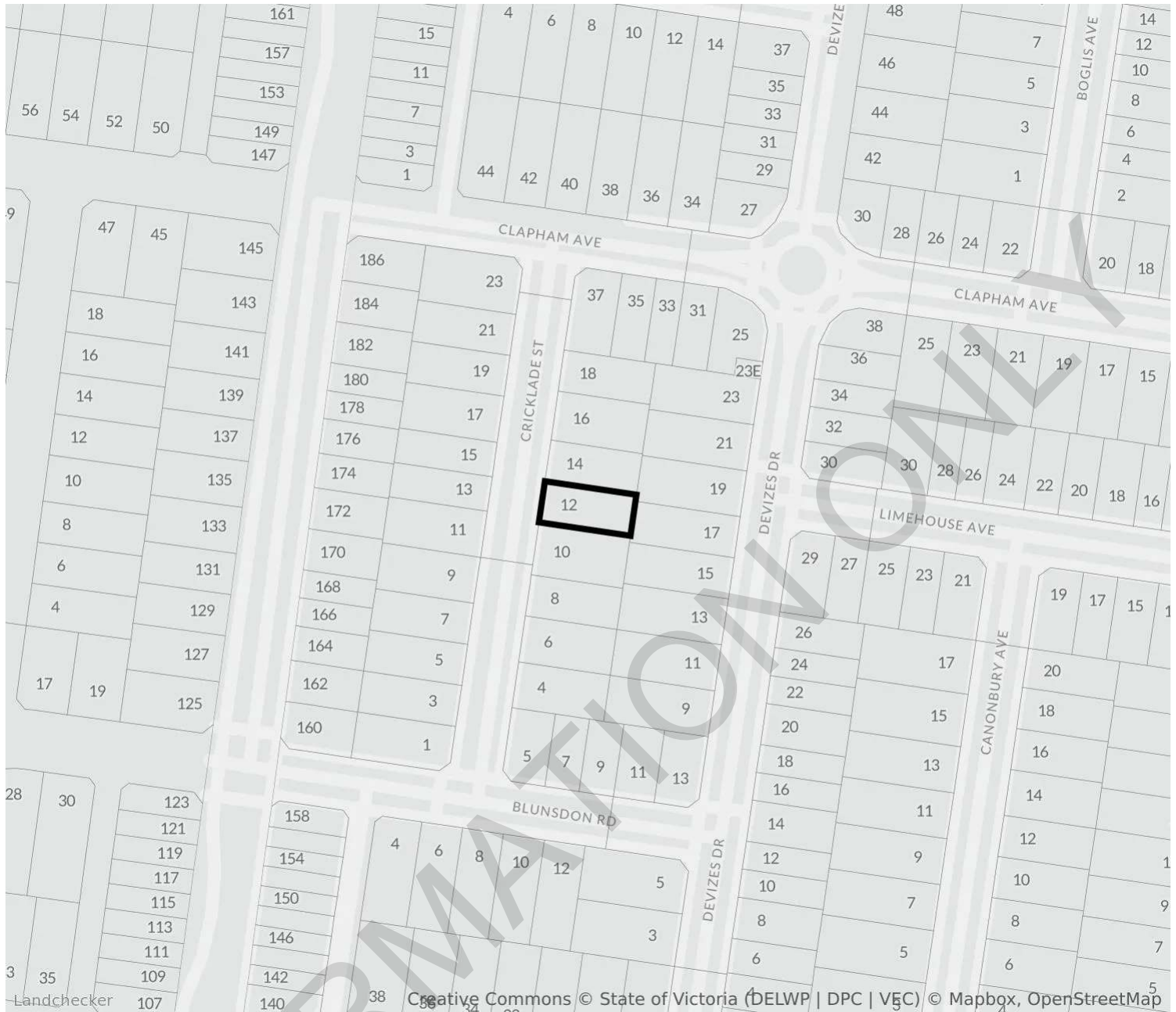
Planning Permits
Approved and Pending



Planning Scheme Amendments
90 days Proposed and Approved



Site Dimensions
Approximate Site Dimensions



■ Bushfire Prone Area

This property is not within a zone classified as a bushfire prone area.

For confirmation and detailed advice about the bushfire prone area of this property, please contact WHITTLESEA council on 03 9217 2236.

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Planning Scheme Amendments
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Site Dimensions
Approximate Site Dimensions

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Planning Permits
Approved and Pending



Planning Scheme Amendments
90 days Proposed and Approved



Site Dimensions
Approximate Site Dimensions

From www.planning.vic.gov.au at 26 November 2024 01:12 PM

PROPERTY DETAILS

Address: **12 CRICKLADE STREET WOLLERT 3750**
Lot and Plan Number: **Lot 902 PS817664**
Standard Parcel Identifier (SPI): **902\PS817664**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1104017**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 388 D8**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

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: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

OTHER

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

[View location in VicPlan](#)

Note

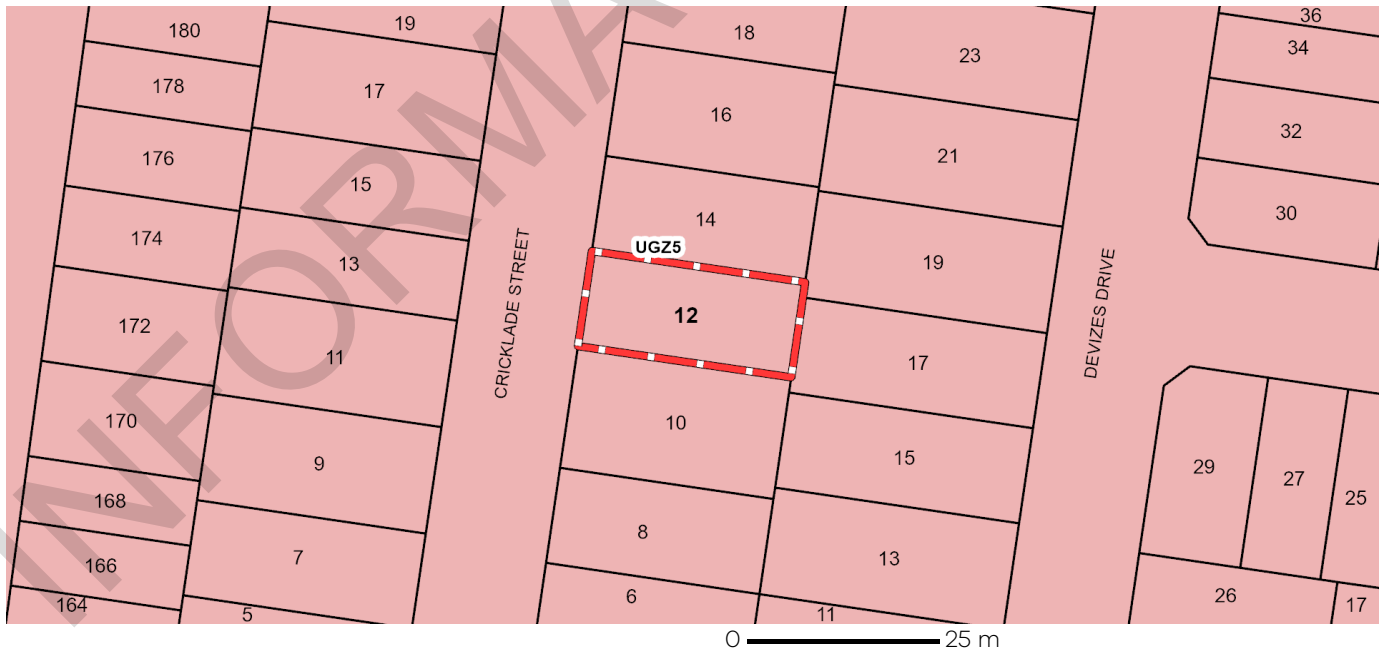
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

For more information about this project go to [Victorian Planning Authority](#)

Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 5 \(UGZ5\)](#)



UGZ - Urban Growth

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

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

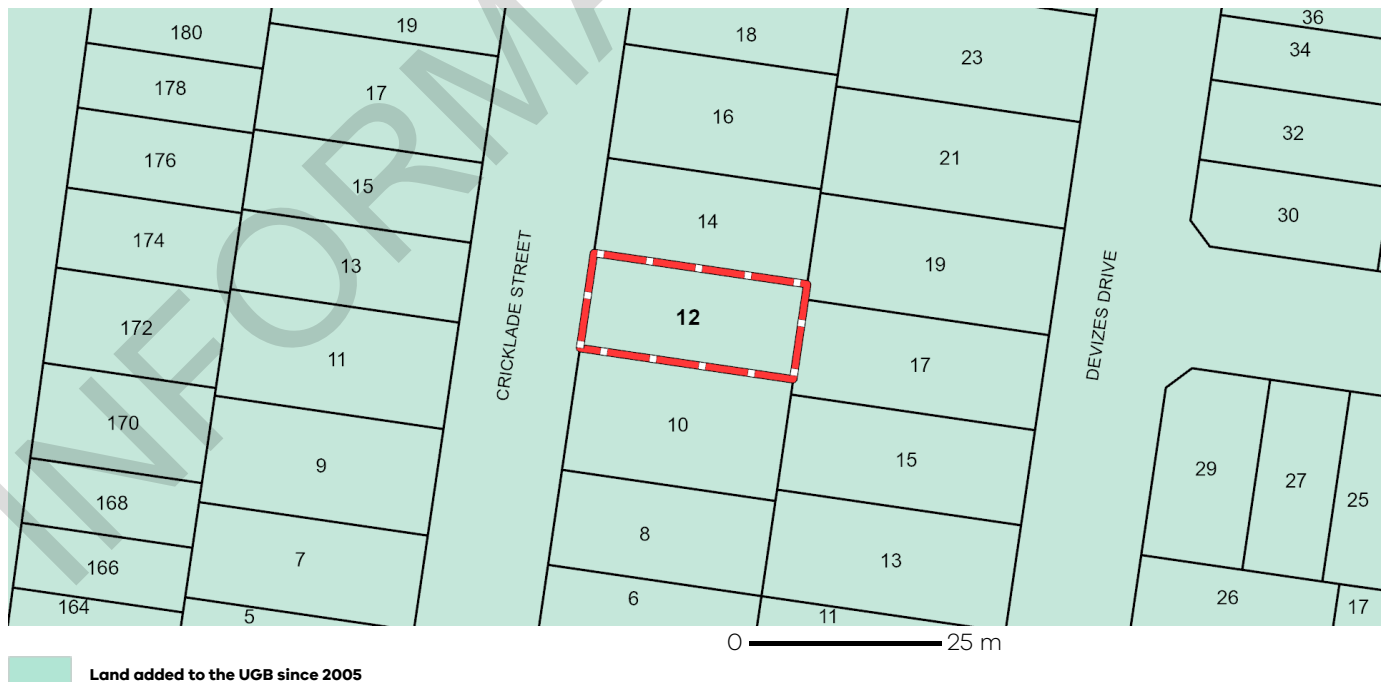
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16 \(DCPO16\)](#)



Growth Area Infrastructure Contribution

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



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Melbourne Strategic Assessment

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



Further Planning Information

Planning scheme data last updated on 20 November 2024.

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>.



H A Khan
12 Cricklade Street
WOLLERT VIC 3750

029

Assessment number: **1104017**



To receive your rates notice via email, register at
 @ whittlesea.enotices.com.au
 Reference No: BE9536253U

Issue date: **31/07/2024**

Instalment 1

\$484.61

Due By 30/09/2024

* If full payment of the instalment 1 amount is not received by **30 September 2024**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2 **\$482.00**

Due By 30/11/2024

Instalment 3 **\$482.00**

Due By 28/02/2025

Instalment 4 **\$482.00**

Due By 31/05/2025

If you would prefer to pay via smaller, regular payments throughout the year, scan the FlexiPay QR code in the payments section below.

OR

Lump sum **\$1,930.61**

Due By 15/02/2025

Access free and discounted waste disposal vouchers online



Visit @ whittlesea.vic.gov.au/wastevouchers to download your vouchers or call ☎ **9217 2170**.

Property details 12 Cricklade Street WOLLERT VIC 3750

LOT 902 PS 817664S

Owner: Khan Haris Ali

Ward : Ganbu Gulinj

Valuation details

Site Value	Capital Improved Value	Net Annual Value
\$350,000	\$650,000	\$32,500

Level of value date 01/01/2024 Valuation operative date 01/07/2024

AVPCC 110 Detached Dwelling

Rates and charges

Council Charges

General rate 32,500 x 0.04683579	\$1,522.16
Waste Service Charge (Res/Rural) 1 x 205.70	\$205.70

State Government Charges

Fire services charge (Res) 1 x 132	\$132.00
Fire services levy (Res) 650,000 x 0.00008700	\$56.55
Waste Landfill Levy Res/Rural 1 x 14.20	\$14.20

Total \$1,930.61

Payments received after 15 July 2024 may not be included on this notice

How to pay

@ whittlesea.vic.gov.au



☎ Phone 1300 301 185



📍 **Council Offices**

See the back of this notice for opening hours and locations

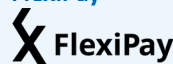
BPAY



Bill Code: 5157
Ref: 1104017

BPAY this payment via internet or phone banking

FlexiPay

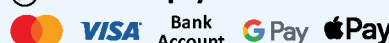


Set up your flexible payment options.



Scan the QR code or visit

@ whittlesea-pay.enotices.com.au



Post Billpay



Post Billpay Code: 0350
Ref: 11040174

Pay in person at any post office:

☎ 131 816 or @ postbillpay.com.au

Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



*350 11040174



*350 11040174

Waste and recycling vouchers are now online – whittlesea.vic.gov.au/wastevouchers

Payment – instalments/lump sum

City of Whittlesea's rates and charges for 2024/25 are payable by four instalments or an annual lump sum.

Instalments – You can pay your rates via four instalment payments. The due date for each instalment is shown on the front of this notice. Payment of the first instalment must be received by 30 September 2024. Reminders will be issued for the second, third and fourth instalments.

Lump sum – You can choose to pay your rates as a lump sum. The lump sum amount is shown on the front of this notice, and payment is due on or before 15 February 2025.

Payment plans

If you are having difficulty making your rates payment, you can apply for a payment plan at whittlesea-pay.enotices.com.au using enotices reference on the front of this notice. Alternatively, you can contact us about an arrangement, deferral or payment plan by emailing arrangements@whittlesea.vic.gov.au

Financial hardship

If you are struggling to pay your rates due to financial hardship, you can see what options are available to assist you under our Financial Hardship Policy. Visit whittlesea.vic.gov.au/rates or call us on 9217 2170.

Interest on late payments

Rates and charges not paid on or before the due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

Allocation of payments

All payments will be credited in the following order: legal costs, interest charges, overdue rates and charges, current year rates and charges.

Rate capping

Council has complied with the Victorian Government's rate cap of 2.75%. The cap applies 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:

- the valuation of your property relative to the valuation of other properties in the municipality
- the application of any differential rate by Council
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

Date rates declared

21 May 2024

Fire Services Property Levy

Council must collect the Fire Services Property Levy on behalf of the Victorian Government. If the leviable land is rateable land, or if it is classed as residential but is not rateable land, you may apply for a waiver, deferral, or concession in accordance with sections 27 and 28 of the *Fire Services Property Levy Act 2012*.

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Fire Services Property Levy purposes.

Pension rebate

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Application forms are available at whittlesea.vic.gov.au or by calling 9217 2170. Health care cards are not accepted.

Farm land and single farming enterprise

For a property to be rated as 'farm land', an application form must be submitted to Council for review. Application forms are available at the Council Offices or at whittlesea.vic.gov.au

You may also apply for a single farm enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

Objection to the valuation

The values shown on this notice were assessed as at 1 January 2024 by the Valuer General Victoria. Objections to the valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at ratingvaluationobjections.vic.gov.au

Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates to avoid penalty interest. Any overpayments will be refunded. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

Objection to a rate or charge

You can object to a rate or charge by appealing to the County Court under section 184 of the *Local Government Act 1989*. Any appeal must be lodged within 60 days of the date of issue of this notice. You may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates)
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated.

Change of name/address

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

Waste vouchers

Vouchers are not transferable or for commercial use – the resident must be present when using vouchers. Proof of address identification is required when presenting vouchers.

Privacy statement

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

Differential rates calculated on net annual value

Differential type	Rate in the dollar	Differential for this assessment
General	0.04683579	\$1,522.16
Farm*	0.02810147	\$913.30

* Eligible ratepayers can apply for farm rate.
Please see Council's website for the application form.



**City of
Whittlesea**

📍 **South Morang**
25 Ferres Boulevard,
South Morang 3752
Monday to Friday, 8.30am–5pm

📍 **Whittlesea**
63 Church Street, Whittlesea 3757
Monday to Friday, 9.30am–5pm

☎ 9217 2170 (including after hours emergencies)
National Relay Service
133 677 (ask for 9217 2170)

📧 Locked Bag 1, Bundoora MDC VIC 3083

✉ info@whittlesea.vic.gov.au

🌐 whittlesea.vic.gov.au



**Free telephone
interpreter service**

131 450

Arabic خدمة الترجمة الشفهية الهاتفية المجانية
Chinese Simplified 免费电话传译服务
Chinese Traditional 免費電話傳譯服務
Greek Δωρεάν τηλεφωνική υπηρεσία διερμηνέων
Italian Servizio di interpretariato telefonico gratuito

Macedonian Бесплатна телефонска услуга за преведување
Persian/Farsi خدمات مترجم شفاهی تلفنی رایگان
Punjabi ਮੁਫਤ ਟੈਲੀਫੋਨ ਦੁਆਰਾ ਸੇਵਾ
Turkish Ücretsiz telefonla tercümanlık servisi
Vietnamese Dịch vụ thông dịch qua điện thoại miễn phí

Your quarterly bill



Emailed to: ali.hariskhan@gmail.com
MR H KHAN
UNIT SUITE 22/4 DELANY LANE
CRAIGIEBURN VIC 3064

Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	46 5741 1014
Invoice number	4657 6477 09522
Issue date	13 Nov 2024
Property address	12 CRICKLADE ST WOLLERT
Property reference	5231393, PS 817664
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

Summary

Previous bill	\$298.13
Payment received thank you	-\$298.13
Balance carried forward	\$0.00
This bill	
Usage charges	\$118.85
Service charges	
Water supply system	\$20.86
Sewerage system	\$119.50
Other authority charges	
Waterways and drainage	\$30.77
Parks	\$21.98
Adjustments	
Direct debit/ebilling discount	-\$2.00
Total this bill (GST does not apply)	\$309.96
Total balance	\$309.96



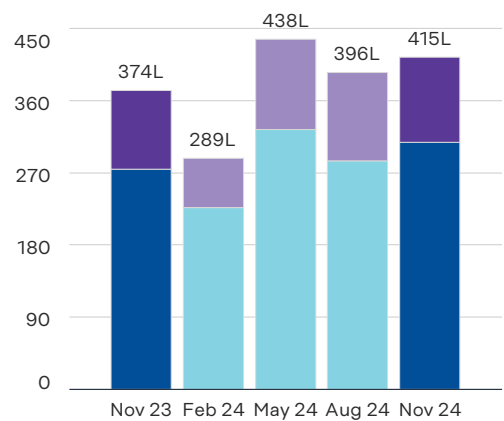
Recycled water is available.

It's not to be used for drinking, preparing food or bathing, but it's great for watering, washing clothes, gardens and flushing toilets.



Your household's daily water use

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

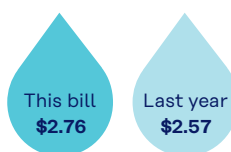


Average use in litres per day

■ Water ■ Recycled water

Your daily spend

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



How to pay



Direct debit

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



EFT

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

Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **465778454**



BPAY®

Bill code: **344366**
Ref: **465 7411 0149**



Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

Visit yvwm.com.au/paying
CRN reference: **555 054 118T**



Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at postbillpay.com.au

Bill code: **3042**
Ref: **4657 6477 09522**



Credit Card

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



*3042 465764770952 2

MR H KHAN

Account number	46 5741 1014
Invoice number	4657 6477 09522
Total due	\$309.96
Direct debit	4 Dec 2024

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YRATD25385 (Recycled Water)	179kL -	169kL =	10kL
From 9 Aug 2024 - 11 Nov 2024			(94 days)
Recycled water usage charge	Usage	Price \$/kL	Amount
	10.000kL x	\$1.9259 =	\$19.26
Total	10.000kL		\$19.26

Meter number	Current reading	Previous reading	Usage
YATD100695	446kL -	417kL =	29kL
From 9 Aug 2024 - 11 Nov 2024			(94 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	29.000kL x	\$3.4342 =	\$99.59
Total	29.000kL		\$99.59
Total usage charges			\$118.85

Your charges explained

- **Recycled water usage charge**
9 August 2024 - 11 November 2024
The cost for recycled water used at your property, including treatment and delivery. If we need to supply drinking water instead of recycled water, you will still be charged the recycled water usage rate.
- **Water and sewer usage charge**
9 August 2024 - 11 November 2024
The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).
- **Water supply system charge**
1 October 2024 - 31 December 2024
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**
1 October 2024 - 31 December 2024
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**
 - Waterways and drainage charge**
1 October 2024 - 31 December 2024
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc
 - Parks charge**
1 October 2024 - 31 December 2024
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

Financial assistance

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

Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit yvw.com.au/concession.

Contact us

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

Next meter reading:

Between 11-18 Feb 2025

Register your concession*

Save up to 50% on your water and sewer charges.

🌐 yvw.com.au/concessions
📞 **1300 441 248**

*Health Care, Pension or DVA health card holders

Support when it matters

We know managing bills can be tough

That's why we offer a range of options to help take the pressure off bill payments:

- payment plans
- payment extensions
- concession discounts
- utility relief grants.

📞 **1300 441 248**

🌐 yvw.com.au/watercare



FORM 2

Regulation 37(1)

Building Act 1993

Building Regulations 2018

BUILDING PERMIT



ISSUED TO (AGENT OF OWNER)

Orbit Homes Australia Pty Ltd - 286 Mount Alexander Road , Ascot Vale - 3032, VIC – Email: info@orbithomes.com.au

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

Orbit Homes Australia Pty Ltd - 286 Mount Alexander Road , Ascot Vale - 3032, VIC
Contact: Orbit Homes - Telephone: 03 9377 0000

OWNERSHIP DETAILS

Haris Ali Khan & Samar Shabbir - 22/4 Delany Lane, Craigieburn - 3064, VIC
Contact: Haris Ali Khan - Email: ali.hariskhan@gmail.com - Telephone: 0448 734 505

PROPERTY DETAILS

Lot 902 (12) Cricklade Street, Wollert - 3750

PIPS PS817664S	VOLUME 12196	FOLIO 605	COUNTY -
CROWN ALLOTMENT -	SECTION -	PARISH -	
MUNICIPAL DISTRICT City of Whittlesea			

BUILDER

Orbit Homes Australia Pty Ltd, 286 Mount Alexander Road , Ascot Vale - 3032, VIC - Telephone: 03 9377 0000

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS WHO WERE ENGAGED TO PREPARE DOCUMENTS FORMING PART OF THE APPLICATION FOR THIS PERMIT

Orbit Homes Australia Pty Ltd	Builder	CDB-U 50505
Gervase Purich	Engineer	EC 46702
Stuart McLennan	Building Surveyor	BS-U 1577

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS TO BE ENGAGED IN THE BUILDING WORK

Orbit Homes Australia Pty Ltd	Builder	CDB-U 50505
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DETAILS OF DOMESTIC BUILDING WORK INSURANCE

HIA Insurance Services Pty Ltd	INSURANCE POLICY NUMBER C517057
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NATURE OF BUILDING WORK

Proposed construction of a new dwelling and garage

Version of BCA applicable to permit: National Construction Code Building Code of Australia 2019 – Volume 2

STOREYS CONTAINED One	STAGE OF BUILDING WORK PERMITTED Whole	COST OF BUILDING WORK \$239,061.00	FLOOR AREA OF NEW BUILDING WORK 208 m ²
--------------------------	---	---------------------------------------	---

BUILDING CLASSIFICATION

PART OF BUILDING	BCA CLASSIFICATION	DESCRIPTION
Ground Floor	1a(a)	Dwelling
Ground Floor	10a	Garage

PERFORMANCE SOLUTION (IF APPLICABLE)

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

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.2.1 – Rainwater management	1. To allow the garage floor to be at the same height as the internal floor of dwelling. 2. To allow the damp-proof course/flashing and weepholes to be level with the paving within 1m of the garage entry. 3. To allow the garage car and pedestrian entry door to be considered to be a weatherproof opening. 4. To allow the garage vehicle entry to be considered to be weatherproof opening. The garage vehicle entry door to close onto a graded entrance ramp or rebate. The garage entrance is designed to redirect any water on the door away from the inside of the garage. 5. To allow the garage floor to be a minimum of 50mm above the external landscaping including driveway. 6. To allow the grade of the driveway and entrance door threshold to control surface water.
2. P2.2.2 – weatherproofing	
3. P2.2.3 – dampness	

PERFORMANCE SOLUTION (IF APPLICABLE)

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

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.4.1	To allow the top flange of the bath to be sealed to the bath hob waterproof membrane with flexible waterproof sealant to create a waterstop.

PERFORMANCE SOLUTION (IF APPLICABLE)

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

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.2.1 – Rainwater management	To allow the damp-proof course/flashing in the masonry veneer walls to be installed level with the adjoining paving at the front entry porch and the alfresco areas (also known as outdoor living areas) protected by a roof overhang.
2. P2.2.2 – weatherproofing	
3. P2.2.3 – dampness	

PERFORMANCE SOLUTION (IF APPLICABLE)

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:	
RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.3.1 – Fire spread	1. To allow the exposed ends of the eaves to Class 10a building attached to a Class 1a dwelling, located with 900mm of the allotment boundary to be protected from the spread of fire using vertical 15 mm (minimum thickness) fibre cement sheet and non-combustible construction.

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:	
RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance to actions	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

PRESCRIBED REPORTING AUTHORITIES

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:		
REPORTING AUTHORITY	MATTER REPORTED ON OR CONSENTED TO	REGULATION No.
1. City of Whittlesea	Report & Consent – Legal Point of Discharge of Storm Water	133(2)

PROTECTION WORK

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

INSPECTION REQUIREMENTS

The mandatory inspection notification stages are:			
Before placing a footing	Before pouring an in situ reinforced concrete	The completion of framework	Final, on completion of all building work

OCCUPATION OR USE OF BUILDING

An occupancy permit is required prior to the occupation or use of this building.
If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

COMMENCEMENT AND COMPLETION

The building work must commence by 17/07/2021.
If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the Relevant Building Surveyor before this date under Regulation 59 of the Building Regulations 2018.
This building work must be completed by 17/07/2022.
If the building work to which this building permit applies is not completed by this date, this building permit will lapse unless an extension is applied for and granted by the Relevant Building Surveyor before this date under Regulation 59 of the Building Regulations 2018.

CONDITIONS:

<p>This Permit is subject to the following conditions: -</p> <ol style="list-style-type: none"> 1. This building permit shall be read in-conjunction with the endorsed drawings. 2. The builder named in the building permit must ensure that a copy of the building permit and one copy of each document given to the builder under Regulation 40 are available for inspection at the allotment while the building work to which the building permit applies is being carried out on that allotment. 3. The builder named in the building must ensure that <ol style="list-style-type: none"> a) The following information is displayed on the allotment for which the permit relates in a conspicuous position accessible to the public before commencement of the building work to which the permit applies- <ol style="list-style-type: none"> (i) The registration numbers and contact details of the builder and the Relevant Building Surveyor; (ii) The building permit number and the date of issue of the permit; and b) The information referred to in paragraph (a) continues to be displayed and remains visible and legible for the duration of the building work. 4. It is the owner's responsibility to ensure that building works are in accordance with any restrictions and / or covenants on the Certificate of Title and the associated Plan of Sub-Division. 5. Prior to the Mandatory Frame Inspection Stage, the builder shall supply the engineered design documentation for any prefabricated Walls (including bracing design), Floors and/or Roof Truss Computations to the Relevant Building Surveyor. 6. If access is required upon the footpath the builder is to obtain report and consent pursuant to Building Regulation 116 Protection of the Public. 7. This dwelling has been designed to achieve a minimum of 6 STAR ENERGY RATING and includes a SOLAR WATER HEATER system with 60% solar gain. 8. The building/s envelope is not within a designated bushfire prone area as designated in the mapping by VIC Land channel at the date of Building permit issue. No bushfire construction requirements apply. 9. Prior to the installation of the Screw Piles the builder shall supply the following information to the Relevant Building Surveyor for approval:- <ol style="list-style-type: none"> a. The design of the Screw Pile and the Certificate of Compliance, certifying that the Screw Pile is in accordance with AS 2159-2009, AS 1163-2016 and AS 4100-1998; and b. The design of the site specific Screw Pile Installation (with the minimum Safe Working Loads - KN, Bearing Capacity, Founding Material and Depth and Depth into Founding Material) and the Certificate of Compliance, certifying that the Screw Pile System has been designed in accordance with AS 2159-2009. <p>Prior to the issue of the Occupancy Permit the builder shall supply the following information to the Relevant Building Surveyor for approval:-</p> <ol style="list-style-type: none"> c. The Contractors Screw Pile Installation Logs to confirm that the Safe Working Loads - KN, Bearing Capacity, Founding Material and Depth have been achieved for each screw pile.
--



RELEVANT BUILDING SURVEYOR

David Dennerley

BUSINESS

Checkpoint Building Surveyors
Address: 226 Normanby Road Southbank VIC 3006
Email: enquiries@check-point.com.au
Phone: (03) 9673 0000

SIGNATURE

REGISTRATION No.

BS-L 60053

PERMIT No.

6847258807357

DATE

17/07/2020

NOTES:

- Under Regulation 43 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
- Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.
- Restrictions on the sale of the property apply under Section 137B of the Building Act 1993 for an owner-builder.
- It's the responsibility of the owner-builder to provide the names of the registered building practitioners (trade contractors who require registration) with continuing involvement or with no further involvement for building works over \$5,000 and the domestic warranty insurance for building works over \$16,000.

INFORMATION ONLY

NOTE: ALL PAVING TO BE 200mm OFF BOUNDARY UNLESS OTHERWISE NOTED. PAVING ADJACENT TO HOUSE TO BE SET DOWN 170mm FROM FFL UNLESS OTHERWISE NOTED.

PROPOSED DRIVEWAY GRADIENT IS 1: 8.3

☒ DENOTES METER BOX (& GAS METER WHEN IN SAME LOCATION).
▲ DENOTES GAS METER WHEN IN SEPARATE LOCATION.

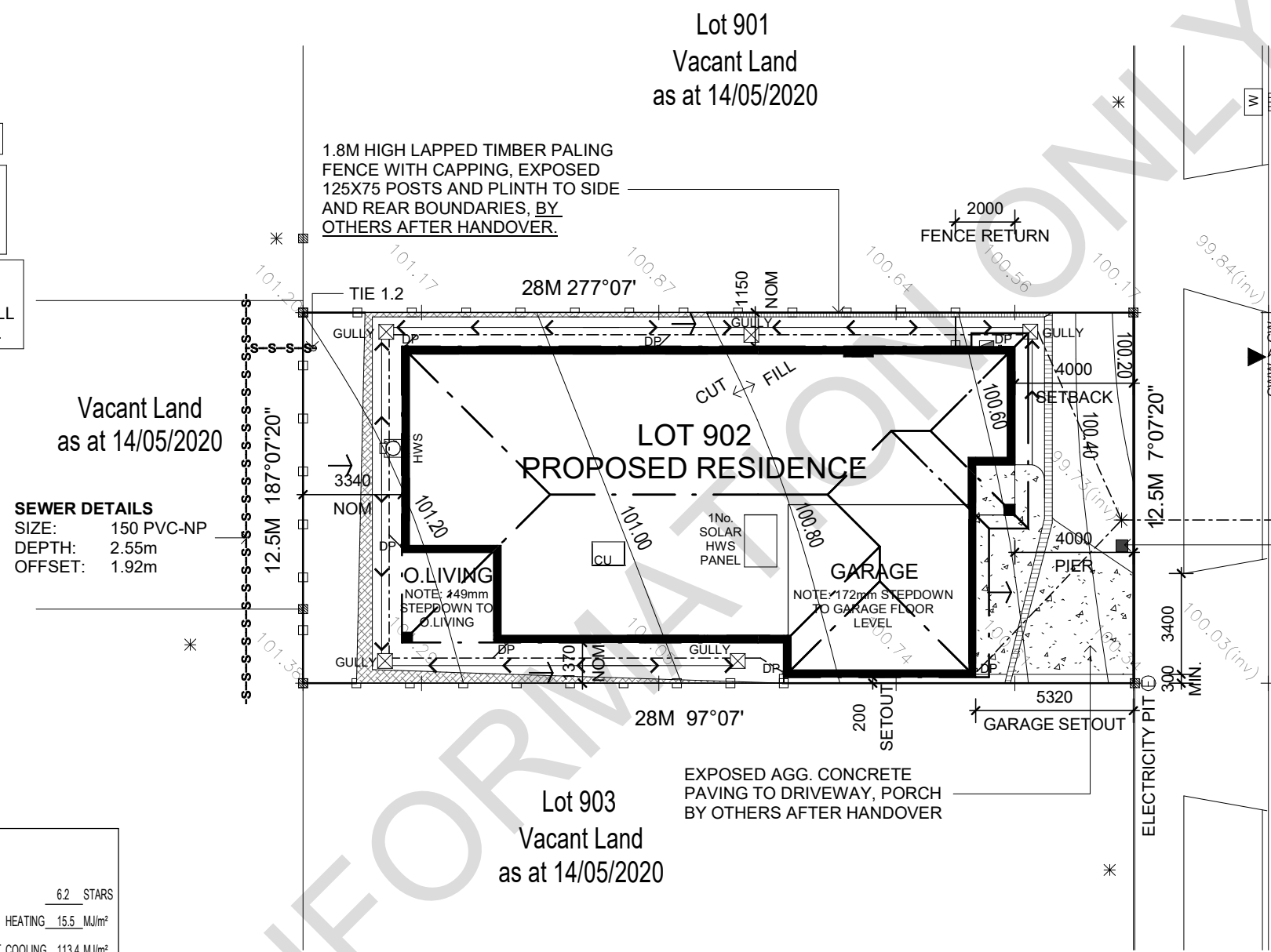
NOTE: STORMWATER SHOWN INDICATIVE ONLY & IS SUBJECT TO CHANGE ON SITE.

NOTE: ANY RETAINING WALLS SHOWN ON OR NEAR THE BOUNDARIES ARE TO BE CONSTRUCTED COMPLETELY WITHIN THE SUBJECT PROPERTY INCLUDING ALL ASSOCIATED FOOTINGS AND AG DRAINS

NOTE: TERMITE TREATMENT REQUIRED.

NOTE: ALL WIRING TO BE INSTALLED IN ACCORDANCE WITH FIBRE OPTIC REQUIREMENTS AS OUTLINED IN THE "CABLING FOR NEW HOMES FOR OPTICOMM FIBRE".

NOTE: RECYCLED WATER TO BE CONNECTED TO 2N° EXTERNAL TAPS (1N° @ THE HOUSE & 1N° @ THE METER), 1N° WASHING MACHINE STOP AND ALL TOILET CISTERNS AS PER RELEVANT GUIDELINES.



SEWER DETAILS
SIZE: 150 PVC-NP
DEPTH: 2.55m
OFFSET: 1.92m

SITE INFORMATION

BUILDING PAD CUT LEVEL: RL 100.800 APPROX.
HOUSE FFL: RL 101.185
GARAGE FFL: RL 101.013

WHEN RETAINING WALLS ARE INDICATED ON THE PLANS AN AG DRAIN MUST BE PLACED TO THE REAR OF THE WALL AND SILT PITS TO BE PROVIDED TO EITHER END OF WALL FOR CONNECTION TO LPOD.

SOIL REPORT INFORMATION

	HOLE 1	HOLE 2	HOLE 3
FILL DETECTED:	YES	YES	YES
DEPTH:	200	200	200
COMPACTION REPORTED RECEIVED:	YES		
ROCK:	YES	YES	YES
DEPTH OF ROCK:	400	400	400
REFUSAL:	YES	YES	YES

LOT AREAS:-

SITE:	350m ²	
BUILDING COVERAGE:	208.08m ²	59.45%
PERMEABILITY/ GARDEN AREA:	113.41m ²	32.40%

PAVING:-

DRIVEWAY & PATH:	28.51m ²
PORCH:	2.12m ²
OUTDOOR LIVING:	N/Am ²
L'DRY PATH:	N/Am ²
CROSSOVER:	N/Am ²
TOTAL:	30.63m ²

	EXPOSED AGG. CONCRETE
	CUT BATTER
	FILL BATTER
	SLEEPER RET. WALL
	WATER MARKER & RUN IN
	GAS MARKER & RUN IN
	YARD GULLY
	DIRECTION OF LAND FALL
	SPOON DRAIN WITH DIRECTIONAL ARROWS
	STORMWATER PIPE
	GRATE DRAIN

CHECKPOINT
BUILDING SURVEYORS
BUILDING PERMIT
Building act 1993 building regulations 2018

ENERGY RATING

HOUSE ENERGY RATING: 6.2 STARS

SINGLE-DWELLING RATING
 MULTI-UNIT DEVELOPMENT (ATTACH LISTING OF RATINGS)

HEATING: 15.5 MJ/m²
COOLING: 113.4 MJ/m²

RECESSED DOWNLIGHTS CONFIRMATION: RATED WITH RATED WITHOUT

ASSESSOR NAME/NUMBER: Rick Lapira VIC/BD/AV/10/0223
ASSESSOR SIGNATURE: Rick Lapira DATE: 27/05/20

INSPECTION BOOKING

AMM	TYPE	DATE	SIGN
001.	ADDED LEVELS	20.05.20	RIEM
002.	ADDED COLOURS	20.05.20	RIEM
003.	ADDED PCV001	15.06.20	RIEM

* NOTE DO NOT SCALE THESE DRAWINGS *

CONTRACT DRAWINGS

ORBIT HOMES	DATE
CLIENT	DATE
CLIENT	DATE

PROPOSED RESIDENCE
FOR: HARIS ALI KHAN

AT: LOT 902 CRICKLADE STREET,
WOLLERT

MEL REF: 20864
PERMIT N°: .

JOB N°: 14553

Orbit HOMES

ORBIT HOMES AUSTRALIA PTY. LTD.

286 MT ALEXANDER ROAD
ASCOT VALE. 3032
TEL: (03) 9377 0000 FAX: (03) 9375 4632
www.orbithomes.com.au

SITE PLAN

TERMITES	YES
BUSHFIRE	LOW
FLOODING	N/A
CORROSIVE	N/A
TOWN PLANNING	N/A

DATE: 17/NORTH 0 B

DRAWN: NHAN	DATE: 13/05/20
CHECK: AMA	DATE: 14/05/20
SCALE: 1 : 200	SHEET No: 1 / 23
DESIGN	CAULFIELD 209
ELEVATION	CAMDEN
SPECIFICATION	PREMIUM 2020

NOTE: LANDSCAPE IS SHOWN INDICATIVE AND IS SUBJECT TO CHANGE PENDING ANY SITE CONSTRAINTS

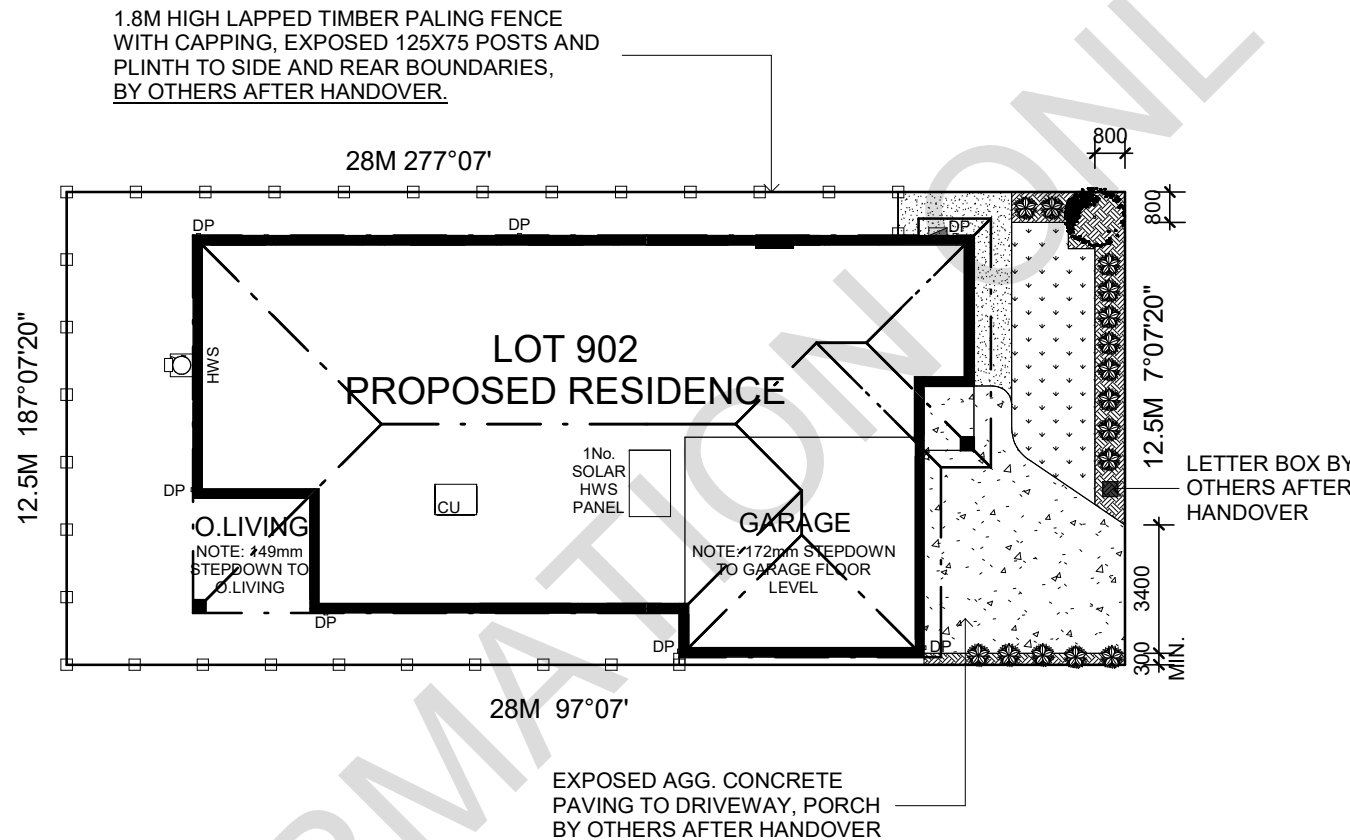
NOTE: AT LEAST 1 TREE (SEMI ADVANCED AT PLANTING) AND AT LEAST 15 SHRUBS.

1. Solar HWS
2. Screw pile alternative
3. Performance solutions exists
4. Melway ref: 388 D8

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF THE BUILDING COMPLIES WITH THE ENDORSED PLANS



POLY-TEK KEY LARGO LETTERBOX



CRICKLADE STREET

LANDSCAPING INCLUSIONS			
FRONT LANDSCAPING	<input checked="" type="checkbox"/> BY OTHERS	<input type="checkbox"/> BY BUILDERS	
REAR LANDSCAPING	<input checked="" type="checkbox"/> BY OTHERS	<input type="checkbox"/> BY BUILDERS	
PAVING	<input checked="" type="checkbox"/> BY OTHERS	<input type="checkbox"/> BY BUILDERS	
FENCING	<input checked="" type="checkbox"/> BY OTHERS	<input type="checkbox"/> BY BUILDERS	
LETTERBOX	<input checked="" type="checkbox"/> BY OTHERS	<input type="checkbox"/> BY BUILDERS	

LEGEND	DESCRIPTION	TOTAL AREA m ²
	EXPOSED AGG. CONCRETE	30.63m ²
	PLANTED GARDEN BED	10.67m ²
	TURF	14.24m ²
	TOPPING	7.48m ²

ENERGY RATING

SINGLE-DWELLING RATING 6.2 STARS

MULTI-UNIT DEVELOPMENT (ATTACH LISTING OF RATINGS) HEATING 15.5 MJ/m²

IF SELECTED, DATA SPECIFIED IS THE AVERAGE ACROSS THE ENTIRE DEVELOPMENT. COOLING 113.4 MJ/m²

RECESSED DOWNLIGHTS CONFIRMATION: RATED WITH RATED WITHOUT

ASSESSOR NAME/NUMBER: Rick Lapira VIC/BDV/110/0223

ASSESSOR SIGNATURE: *[Signature]* DATE: 27/05/20

BUILDING PERMIT
Building act 1993 building regulations 2018

AMM	TYPE	DATE	SIGN
001.	ADDED LEVELS	20.05.20	RIEM
002.	ADDED COLOURS	20.05.20	RIEM
003.	ADDED PCV001	15.06.20	RIEM

* NOTE DO NOT SCALE THESE DRAWINGS *

CONTRACT DRAWINGS	DATE
ORBIT HOMES	DATE
CLIENT	DATE
CLIENT	DATE

PROPOSED RESIDENCE
FOR: HARIS ALI KHAN

AT: LOT 902 CRICKLADE STREET,
WOLLERT

MEL REF: 20864
PERMIT N°: .

JOB N°: 14553

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LANDSCAPE PLAN

Drawn: NHAN
Check: AMA
Date: 17/07/2020

DRAWN: NHAN	DATE: 13/05/20
CHECK: AMA	DATE: 14/05/20
SCALE: 1 : 200	SHEET No: 2 / 23
DESIGN: CAULFIELD 209	
ELEVATION: CAMDEN	
SPECIFICATION: PREMIUM 2020	

FLOORPLAN

DIMENSIONS ARE SHOWN TO TIMBER FRAME ONLY AND DO NOT ALLOW FOR PLASTER BOARD SHEETING OR OTHER SUCH FINISHES.

DENOTES BULKHEAD OVER OPENINGS. BULKHEADS ARE TO BE 200mm DEEP.

BH

MASONRY CONTROL JOINTS TO BE AS PER ENGINEERS DESIGN

- 1. Solar HWS
- 2. Servo (if required)
- 3. Performance solutions
- 4. Meters

DENOTES METER BOX, TELEPHONE & GAS METER (IF REQUIRED)

DENOTES INSULATION IN WALL BETWEEN GARAGE & HOUSE. WALL TO HAVE PLASTERBOARD BOTH SIDES.

INSULATION REQUIREMENTS TO BE AS PER PLANS & TO BE READ IN CONJUNCTION WITH ENERGY REPORT

INDICATES LOCATION OF SMOKE DETECTORS. INSTALLATION OF SMOKE DETECTORS TO COMPLY WITH A.S. 3786 - 1993.

DENOTES CONDUIT UNDER SLAB FOR POWER, WATER OR BOTH TO ISLAND BENCH. TO RUN ADJACENT TO SINK WASTE.

DENOTES HOT WATER SERVICE SOLAR PANEL LOCATION ON ROOF. NUMBER OF SYMBOLS REFERS TO NUMBER OF PANELS REQUIRED. IF SOLAR PANEL REQUIRED, LOCATION IS NOMINAL ONLY. INSTALLERS TO LOCATE AND TO COMPLY WITH MANUFACTURERS REQUIREMENTS AND AS/NA 3500-PLUMBING AND DRAINAGE

565x565mm PERSONAL ACCESS OPENING TO BE LOCATED AS PER PLAN & TO SUIT TRUSS SETOUT. LOCATION IS INDICATIVE ONLY AND IS TO BE CONFIRMED BY BUILDING SUPERVISOR IN CONJUNCTION WITH PLACEMENT OF DUCTED HEATING UNIT.

INDICATES HEATING SYSTEM RETURN AIR VENT

DENOTES THE WINDOW & DOOR NUMBER, AND SHEET NUMBER FOR WINDOW & DOOR SCHEDULE. SCHEDULE NOMINATES WINDOW SIZES AND HEAD HEIGHTS

DENOTES THE DETAIL NUMBER & SHEET NUMBER FOR DETAILS REFERENCED IN THE DRAWING SET.

SKIRTINGS ARE 67x12 SINGLE BEVEL MDF SKIRTING BOARD UNLESS OTHERWISE NOTED IN SPECS.

ARCHITRAVES ARE 42x12 SINGLE BEVEL MDF SKIRTING BOARD UNLESS OTHERWISE NOTED IN SPECS.

WINDOWS ADJACENT TO BATHS SHOWING A DASHED SILL LINE ARE TO BE SET AT HOB HEIGHT WITH NO BOTTOM REVEAL & BE SQUARE SET UNLESS NOMINATED OTHERWISE. REFER TO DETAILS ON PLAN.

ENSUITE WINDOWS THAT ARE OVER VANITY ARE TO BE SET AT BENCH HEIGHT WITH NO BOTTOM REVEAL & SQUARE SET. VANITY TOP IS TO RUN INTO WINDOW. REFER DETAILS ON PLANS.

KITCHEN WINDOWS OVER BENCHTOPS ARE TO BE SET AT BENCH LEVEL WITH NO BOTTOM REVEAL. BENCHTOP IS TO RUN INTO WINDOW. REFER DETAILS ON PLANS.

DOORS TO SANITARY COMPARTMENTS MUST BE HINGED WITH REMOVABLE HINGES UNLESS THERE IS A MINIMUM OF 1200mm CLEAR BETWEEN CLOSET PAN AND DOORWAY.

WALLS BEHIND WET AREA VESSELS (e.g. BATHS & BASINS) MUST BE PROVIDED WITH IMPERVIOUS SURFACE FOR A HEIGHT OF 150mm MIN. WALLS TO SHOWER COMPARTMENTS TO BE PROVIDED WITH IMPERVIOUS SURFACE TO A HEIGHT OF 1800mm MIN. ABOVE SHOWER BASE.

FOR GARAGE BEAM LOCATION & CONNECTIONS REFER DETAILS OR ENGINEERING AS APPLICABLE.

GARAGE DOORS ARE SECTIONAL PANELS UNLESS OTHERWISE SPECIFIED. WIDTH AS NOMINATED ON PLAN.

BRICK PIERS TO PORCHES & PORTICOS REQUIRE A 90x90mm TREATED PINE POST TO CENTRE POSITION AS SHOWN ON PLAN.

DOORS TO ROBES ARE VINYL SLIDING UNLESS OTHERWISE NOMINATED. NUMBER OF DOOR LEAFS AS INDICATED. FOR ROBE & LINEN DETAILS REFER DETAILS ON PLANS.

FRONT WATER TAP TO BE LOCATED AT METER UNLESS OTHERWISE NOTED.

PROVIDE LANDINGS TO EXTERNAL DOORS HAVING A MINIMUM SIZE OF THE WIDTH OF THE DOOR WHERE FALL FROM DWELLING EXCEEDS 230mm.

REFER TO SITEPLAN FOR WHETHER TERMITE TREATMENT IS REQUIRED.

GAS METER TO BE LOCATED 500mm MINIMUM FROM THE ELECTRICAL EARTH STAKE.

WHERE OUTDOOR LIVING IS AT REAR OF GARAGE, A 1N° BRICK DEEPER REBATE IS REQUIRED FOR 2000mm FROM BACK OF GARAGE WALL.

WHEN 600mm EAVES ARE NOMINATED TO BRICK VENEER WALLS, TRUSS PITCHING POINT TO BE CANTILEVERED 150mm.

STAIR CONSTRUCTION TO CONSIST OF RISERS OF 190mm MAX. AND GOINGS OF 240mm MIN. ALL BALUSTRADING TO STAIRS TO BE 865mm MIN. ABOVE STAIR NOSING AND 1000mm MIN. ABOVE LANDINGS. BALUSTRADES TO BE SPACED AT 125mm MAX.

TREADS TO STAIRS MUST HAVE A SURFACE OR NOSING WITH A SLIP-RESISTANCE CLASSIFICATION COMPLIANT WITH THE N.C.C.

THE BUILDER RESERVES THE RIGHT TO MAKE MINOR ALTERATIONS TO FLOOR LEVELS, WINDOW POSITIONS, SITE EXCAVATION, HEATING DUCTS DURING CONSTRUCTION IN THE INTEREST OF PRODUCT IMPROVEMENT.

CLEARANCE IS TO BE MAINTAINED BETWEEN TOP OF CEILING BATTS AND UNDERSIDE OF ROOF COVER. WHERE CEILING BATTS AND ROOF COVER MAKE CONTACT A LAYER OF SISALATION IS TO BE PROVIDED TO THE AFFECTED AREA TO ELIMINATE MOISTURE TRANSFER

NO PART OF FOOTING OR WALL TO ENCROACH BOUNDARY LINE.

ALL SECTIONS OF THE SPECIFICATION & DRAWING SHALL BE TAKEN IN CONJUNCTION & ANY PROVISIONS OR CLAUSES IN ANY ONE SECTION SHALL BE TAKEN AS REFERRING TO ALL OTHER SECTIONS. IF SUCH PROVISIONS AND CLAUSES ARE IN ANY WAY APPLICABLE.

WHERE AN ITEM IS USUAL OR NECESSARY OR IS REASONABLE OR PROPERLY INFERRED IN THE TYPE OF WORK GENERALISED IN THIS SPECIFICATION BUT NOT SPECIFICALLY MENTIONED, IT SHALL BE DEEMED TO BE INCLUDED IN THE SPECIFICATION.

UNDER NO CIRCUMSTANCES IS ANYTHING (INCLUDING BASKETBALL HOOPS) TO BE FIXED TO WALLS ABOVE ANY BRICKWORK OPENINGS (e.g. WINDOWS AND GARAGE DOOR)

WET AREAS TO BE WATERPROOFED IN ACCORDANCE WITH BCA CLAUSE 3.8.1 AND AS 3740 ALL GLASS TO COMPLY WITH A.S. 1288 - 2006. ALL TIMBER TO COMPLY WITH A.S. 1684.2 - 2010. ALL MASONRY TO COMPLY WITH A.S. 3700 - 1998.

AS PER CLAUSE 3.8.7.2 OF NCC 2019 A PLIABLE BUILDING MEMBRANE TO BE INSTALLED THAT COMPLIES WITH AS/NZS 4200.1 AND TO BE INSTALLED IN ACCORDANCE WITH AS/NZS 4200.2 AND MUST NE A VAPOUR PERMEABLE MEMBRANE FOR CLIMATE ZONES 6/7/8.

AS PER CLAUSE 3.8.7.3 OF NCC 2019 EXHAUST FROM A BATHROOM, SANITARY COMPARTMENT, OR LAUNDRY MUST BE DISCHARGED DIRECTLY VIA A SHAFT OR DUCT TO OUTDOOR AIR; OR TO A ROOF SPACE THAT IS VENTILATED IN ACCORDANCE WITH 3.8.7.4.

BALCONIES

BALCONY WATERPROOFING IN ACCORDANCE WITH AS4654

ELEVATIONS

ANY RENDER FINISH SUBSEQUENTLY APPLIED TO THE SURFACE, SHALL NOT BE ALLOWED TO BRIDGE A DAMP PROOF COURSE, OR MAKE INEFFECTIVE ANY OTHER MOISTURE PROTECTION MEASURES. DAMP PROOF COURSE TO BE CUT HORIZONTALLY THROUGH THE RENDER.

ELECTRICAL

SLIDE OUT RANGEHOOD SGPO TO BE MOUNTED IN CUPBOARD ABOVE.

CANOPY RANGEHOOD SGPO TO BE MOUNTED AS PER MANUFACTURERS RECOMMENDATIONS.

OVEN ISOLATOR SWITCH IS TO BE INCORPORATED IN CLOSET DGPO IF REQUIRED.

COOKTOP SGPO TO BE PLACED IN ADJACENT CUPBOARD.

DISHWASHER SGPO TO BE PLACED IN ADJACENT CUPBOARD.

PROVIDE SGPO TO MICROWAVE SPACE.

BATHROOM DGPO TO BE MOUNTED ON PLASTERBOARD WALL BETWEEN VANITY & SHOWER. ENSUITE DGPO TO BE MOUNTED ON WALL TO SIDE OF VANITY ABOVE TILING.

GENERAL ROOM GPOs, TV & TELEPHONE OUTLETS TO BE MOUNTED 300mm ABOVE FFL.

REFRIGERATOR SGPO TO BE @ 1500mm ABOVE FFL. MASTER BEDROOM DGPOs TO BE 300mm ABOVE FFL & APPROX. 1000mm FROM CENTRE OF WALL.

LIGHT SWITCHES TO BE @ 1050mm ABOVE FFL.

ALL MEASUREMENTS ARE TO CENTRELINE OF SWITCH PLATE.

EXTERNAL FLOODLIGHTS TO BE MOUNTED 50mm BELOW THE FASCIA UNLESS OTHERWISE NOTED.

INTERNALS

VANITY DEPTHS TO BE 500mm UNLESS OTHERWISE NOTED.

ALL NOTES ARE TO BE READ IN CONJUNCTION WITH NOTES ON PLANS. WHERE THERE IS A DISCREPANCY BETWEEN THESE NOTES & NOTES ON THE PLAN, THE PLAN SHALL TAKE PRECEDENCE.

CHECK AND VERIFY ALL MEASUREMENTS, DIMENSIONS & INTENT PRIOR TO CONSTRUCTION OR FABRICATION.

DO NOT SCALE DRAWINGS, FIGURED DIMENSIONS ARE TO TAKE PRECEDENCE OVER ALL.

ALL WORK MUST COMPLY WITH THE BUILDING CODE OF AUSTRALIA & ALL OTHER RELEVANT BY LAWS AND AUTHORITIES.

HEATING AND COOLING DUCTWORK

a) HEATING AND COOLING DUCTWORK AND FITTINGS MUST- (i) ACHIEVE THE R-VALUE IN TABLE 3.12.5.2; AND (ii) BE SEALED AGAINST AIR LOSS.

(A) BY CLOSING ALL OPENINGS IN THE SURFACE, JOINTS AND SEAMS OF DUCTWORK WITH ADHESIVES, MASTICS, SEALANTS OR GASKETS IN ACCORDANCE WITH AS 4254 FOR A CLASS C SEAL; OR (B) FOR FLEXIBLE DUCTWORK, WITH A DRAW BAND IN CONJUNCTION WITH A SEALANT OR ADHESIVE TAPE.

b) DUCT INSULATION MUST - (i) ABUT ADJOINING DUCT INSULATION TO FORM A CONTINUOUS BARRIER; AND (ii) BE INSTALLED SO THAT IT MAINTAINS ITS POSITION AND THICKNESS, OTHER THAN AT FLANGES AND SUPPORTS; AND

(iii) WHERE LOCATED OUTSIDE THE BUILDING, UNDER A SUSPENDED FLOOR, IN AN ATTACHED CLASS 10A BUILDING OR IN A ROOF SPACE -

(A) BE PROTECTED BY AN OUTER SLEEVE OF PROTECTIVE SHEETING TO PREVENT THE INSULATION BECOMING DAMP; AND

(B) HAVE THE OUTER PROTECTIVE SLEEVE SEALED WITH ADHESIVE TAPE NOT LESS THAN 48MM WIDE CREATING AN AIRTIGHT AND WATERPROOF SEAL.

c) THE REQUIREMENTS OF (a) DO NOT APPLY TO HEATING AND COOLING DUCTWORK AND FITTINGS LOCATED WITHIN THE INSULATED BUILDING ENVELOPE INCLUDING A SERVICE RISER WITHIN THE CONDITIONED SPACE, INTERNAL FLOORS BETWEEN STORIES AND THE LIKE. TABLE 3.12.5.2

HEATING AND COOLING DUCTWORK AND FITTINGS - MINIMUM MATERIAL R-VALUE

ELECTRIC RESISTANCE SPACE HEATING AN ELECTRIC SPACE HEATING SYSTEM THAT SERVES MORE THAN ONE ROOM MUST HAVE -

(a) SEPARATE ISOLATING SWITCHES FOR EACH ROOM; AND (b) A SEPARATE TEMPERATURE CONTROLLER AND TIME SWITCH FOR EACH GROUP OF ROOMS WITH COMMON HEATING NEEDS; AND

(c) POWER LOADS OF NOT MORE THAN 110 W/m² FOR LIVING AREAS AND 150 W/m² FOR BATHROOMS. ARTIFICIAL LIGHTING

(a) THE LAMP POWER DENSITY OR ILLUMINATION POWER DENSITY OF ARTIFICIAL LIGHTING, EXCLUDING HEATERS THAT EMIT LIGHT, MUST NOT EXCEED -

(i) IN A CLASS 1 BUILDING 5W/m²; AND (ii) ON A VERANDAH OR BALCONY ATTACHED TO A CLASS 1 BUILDING, 4 W/m²; AND

(iii) IN A CLASS 10 BUILDING, 3W/m²; AND THE LAMP POWER DENSITY IS A WHOLE HOUSE CALCULATION BASED ON AN OVERALL SQUARE METERAGE AND NOT ROOM BY ROOM OR AREA BY AREA METERAGE.

CALCULATION EXCLUSIONS INCLUDE:

(i) BATHROOM HEAT LAMPS, (ii) A LIGHT POINT WITHIN A CEILING SPACE, (iii) EXTERNAL SECURITY LIGHTING.

Ductwork element	Minimum material R-Value for ductwork and fittings in each climate zone			
	heating-only system or cooling only system including an evaporative cooling system		combined heating and refrigerated cooling system	
Ductwork	1,2,3,4,5,6 and 7	8	1,3,4,6 and 7	2 and 5
Fittings	1	1.5	1.5 (see note)	1
				1.5

NOTE: The minimum material R-Value required for ductwork may be reduced by 0.5 for combined heating and refrigerated cooling systems in climate (a) under a suspended floor with an enclosed perimeter; or (b) in a roof space that has insulation of not less than R0.5 directly beneath the roofing

INSPECTION BOOKING

AMM	TYPE	DATE	SIGN
001.	ADDED LEVELS	20.05.20	RIEM
002.	ADDED COLOURS	20.05.20	RIEM
003.	ADDED PCV001	15.06.20	RIEM

* NOTE DO NOT SCALE THESE DRAWINGS *

CONTRACT DRAWINGS	DATE
ORBIT HOMES	DATE
CLIENT	DATE
CLIENT	DATE

PROPOSED RESIDENCE FOR: HARIS ALI KHAN

AT: LOT 902 CRICKLADE STREET, WOLLERT

MEL REF: 20864

PERMIT N°: .

JOB N°: 14553

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GENERAL NOTES

DATE: 17/07/2020

DRAWN: NHAN	DATE: 13/05/20
CHECK: AMA	DATE: 14/05/20
SCALE: ON PAGE	SHEET No: 3 / 23
DESIGN	CAULFIELD 209
ELEVATION	CAMDEN
SPECIFICATION	PREMIUM 2020

NOTE: REFER TO ENGINEERING FOR MASONRY CONTROL JOINT DESIGN

NOTE: REFER TO ENGINEERING FOR BRACING DESIGN

NOTE: FULL HEIGHT WALL TILING WITH SQUARE SET CEILINGS TO ENSUITE 1. STUDS @ 300mm CTRS. FIXING OF SHEETS AT 100mm CTRS. NO GLUE BETWEEN SHEETS AND STUDS.

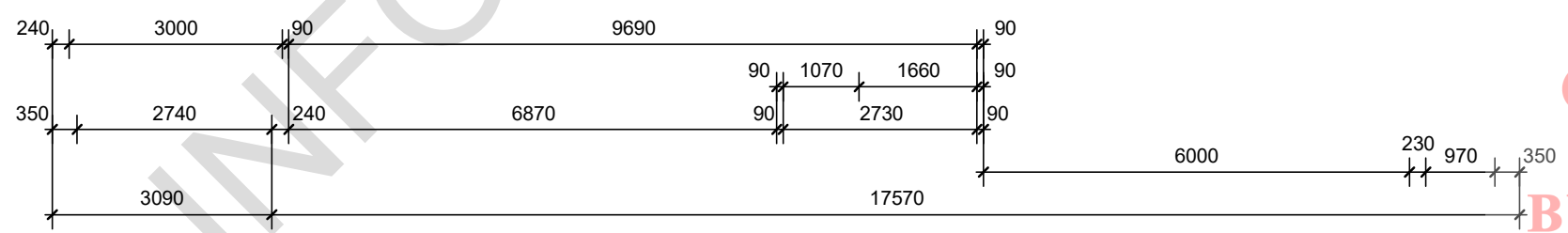
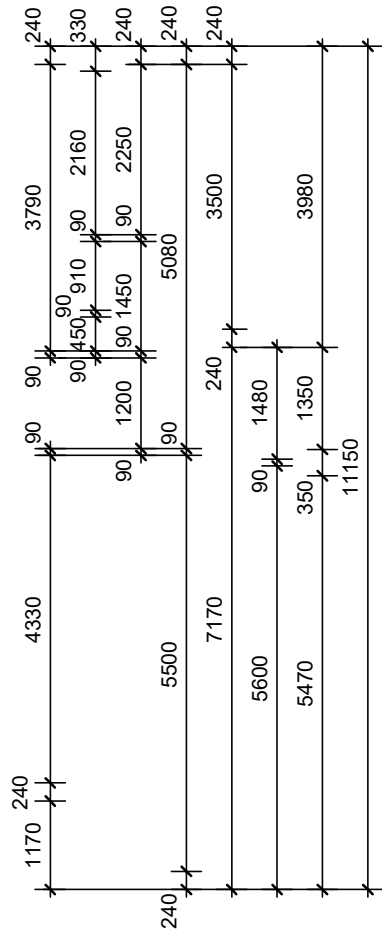
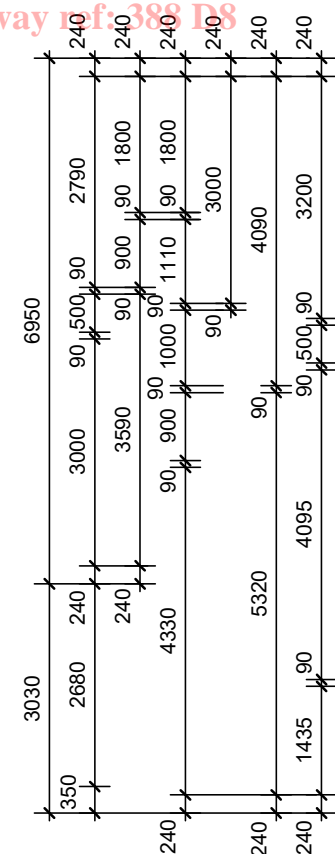
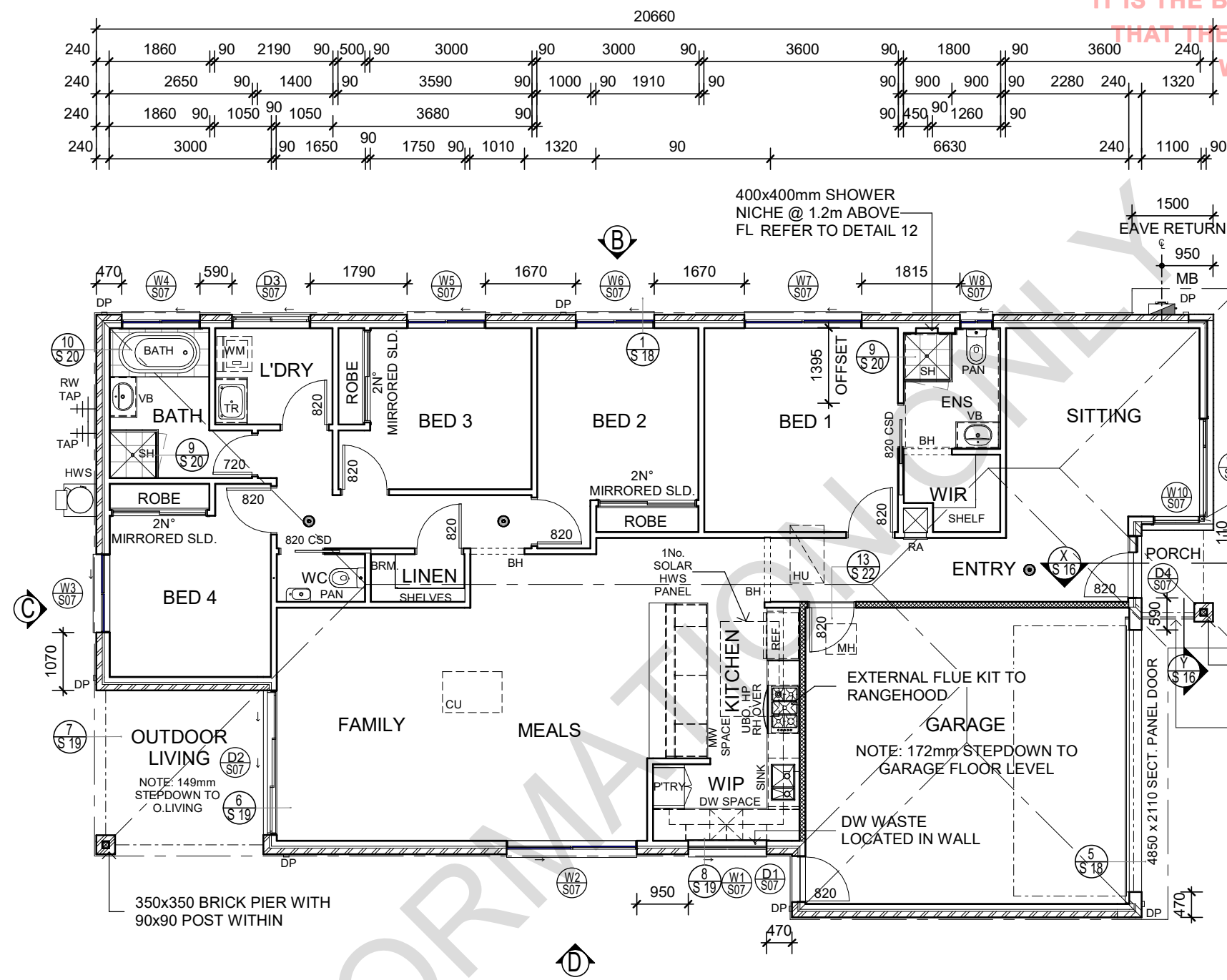
ARCHITRAVES TO DOORS & WINDOWS WITHIN ROOM ARE TO BE 18mm THICK.

4. Melway ref: 388 DS

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF THE HOUSE IS IN ACCORDANCE WITH THE ENDORSED PLANS.

NOTE: RECYCLED WATER TO BE CONNECTED TO 2N° EXTERNAL TAPS (1N° @ THE HOUSE & 1N° @ THE METER). 1N° WASHING MACHINE STOP AND ALL TOILET CISTERNS AS PER RELEVANT GUIDELINES.

NOTE: SEWER VENT NOT TO BE LOCATED WITHIN 5M OF EVAPORATIVE COOLING UNIT



NOTE: WALL MOUNTED EXTERNAL GARDEN TAPS TO BE @600mm ABOVE THE FFL UNLESS NOTED OTHERWISE

ENERGY RATING

6.2 STARS

SINGLE-DWELLING RATING

MULTI-UNIT DEVELOPMENT (ATTACH LISTING OF RATINGS)

HEATING 15.5 MJ/m²

COOLING 113.4 MJ/m²

RECESSED DOWNLIGHTS CONFIRMATION RATED WITH RATED WITHOUT

ASSESSOR NAME/NUMBER: Rick Lapira VIC/BDAY/100223

ASSESSOR SIGNATURE: Rick Lapira DATE: 27/05/20

AMM	TYPE	DATE	SIGN
001.	ADDED LEVELS	20.05.20	RIEM
002.	ADDED COLOURS	20.05.20	RIEM
003.	ADDED PCV001	15.06.20	RIEM

ORBIT HOMES	DATE
CLIENT	DATE
CLIENT	DATE

PROPOSED RESIDENCE FOR: HARIS ALI KHAN

AT: LOT 902 CRICKLADE STREET, WOLLERT

MEL REF: 20864

PERMIT N°: .

JOB N°: 14553

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FLOOR PLAN AREAS	
GROUND FLOOR	160.43 m²
GARAGE	36.04 m²
PORCH	2.24 m²
O. LIVING	9.36 m²
TOTAL	208.08 m²


DRAWN: NHAN	DATE: 13/05/20
CHECK: AMA	DATE: 14/05/20
SCALE: 1 : 100	SHEET No: 4 / 23
DESIGN: CAULFIELD 209	
ELEVATION: CAMDEN	
SPECIFICATION: PREMIUM 2020	

NOTE: ALL EXHAUST FANS TO BE DUCTED EXTERNALLY AS PER CLAUSE 3.8.7.3 OF NCC 2019. ROOF COWLS TO INSTALLED AND LOCATED AT INSTALLERS DISCRETION. COWLS NOT TO BE INSTALLED IN FRONT PORTION OF HOUSE.

FRONT ELEVATION MATERIALS TABLE AND PERCENTAGE		
MATERIAL	AREA	PERCENTAGE
EASYTEX CLADDING	3.72M ²	40.74%
FACE BRICKWORK	2.33M ²	25.52%
RENDERED BRICKWORK	3.08M ²	33.74%
TOTAL HWS	9.13M²	100%

- 2. Screw pile alternative
- 3. Performance solutions exists
- 4. ~~McKenney ref: 288 D8~~

ENERGY RATING

HOUSE  6.2 STARS

SINGLE-DWELLING RATING HEATING 15.5 MJ/m²

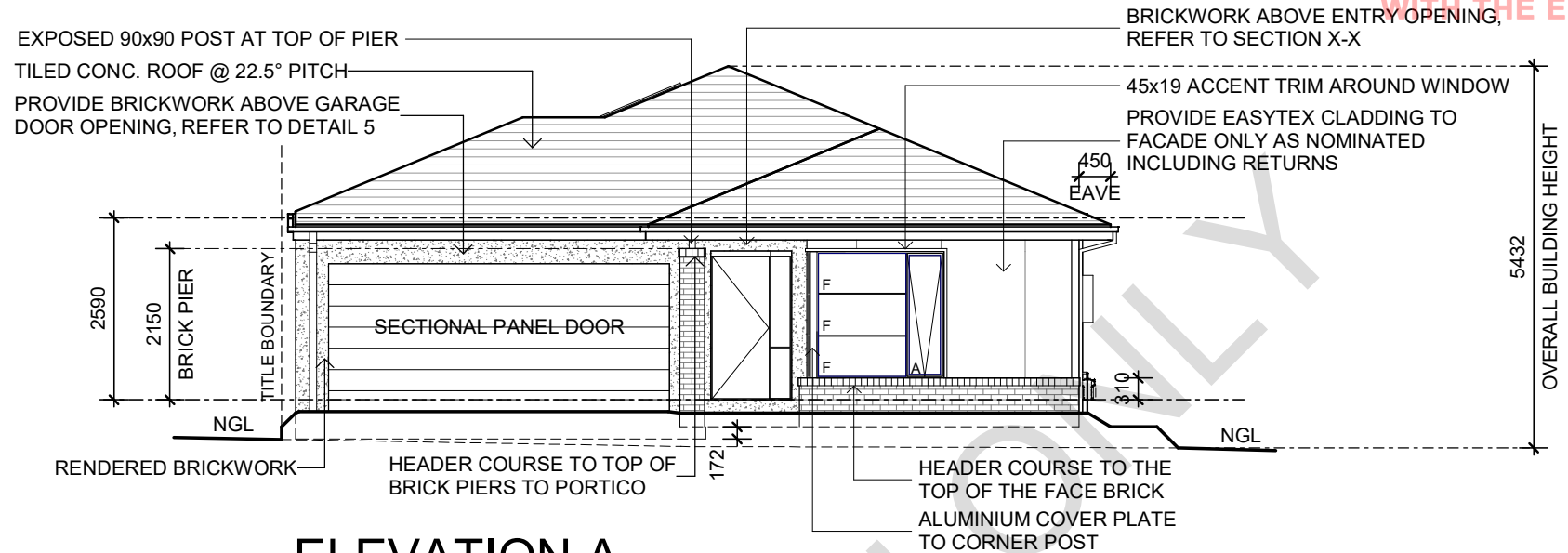
MULTI-UNIT DEVELOPMENT (ATTACH LISTING OF RATINGS)
IF SELECTED, DATA SPECIFIED IS THE AVERAGE ACROSS THE ENTIRE DEVELOPMENT COOLING 113.4 MJ/m²

RECESSED DOWNLIGHTS CONFIRMATION: RATED WITH RATED WITHOUT

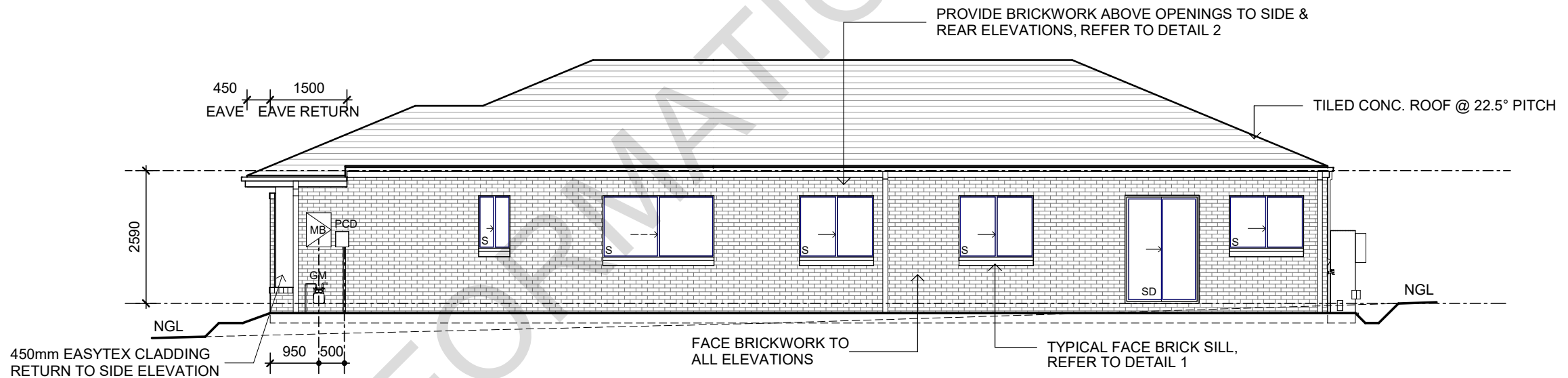
ASSESSOR NAME/NUMBER Rick Lapira VIC/BD/AV11010223

ASSESSOR SIGNATURE *Rick Lapira* DATE 27/05/20

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF THE BUILDING COMPLIES WITH THE ENDORSED PLANS



ELEVATION A



ELEVATION B

CHECKPOINT
BUILDING SURVEYORS
BUILDING PERMIT

Building act 1993 building regulations 2018

INSPECTION BOOKING

AMM	TYPE	DATE	SIGN
001.	ADDED LEVELS	20.05.20	RIEM
002.	ADDED COLOURS	20.05.20	RIEM
003.	ADDED PCV001	15.06.20	RIEM

* NOTE DO NOT SCALE THESE DRAWINGS *

CONTRACT DRAWINGS	
ORBIT HOMES	DATE
CLIENT	DATE
CLIENT	DATE

PROPOSED RESIDENCE
FOR: HARIS ALI KHAN

AT: LOT 902 CRICKLADE STREET,
WOLLERT

MEL REF: 20864

PERMIT N°: . JOB N°: 14553

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ELEVATIONS	
DATE: 17/07/2020	BY: RBS: David Dennett

DRAWN: NHAN	DATE: 13/05/20
CHECK: AMA	DATE: 14/05/20
SCALE: 1 : 100	SHEET No: 5 /23
DESIGN CAULFIELD 209	
ELEVATION CAMDEN	
SPECIFICATION PREMIUM 2020	

NOTE: ALL EXHAUST FANS TO BE DUCTED EXTERNALLY AS PER CLAUSE 3.8.7.3 OF NCC 2019. ROOF COWLS TO INSTALLED AND LOCATED AT INSTALLERS DISCRETION. COWLS NOT TO BE INSTALLED IN FRONT PORTION OF HOUSE.

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF THE BUILDING COMPLIES WITH THE ENDORSED PLANS

ENERGY RATING

6.2 STARS

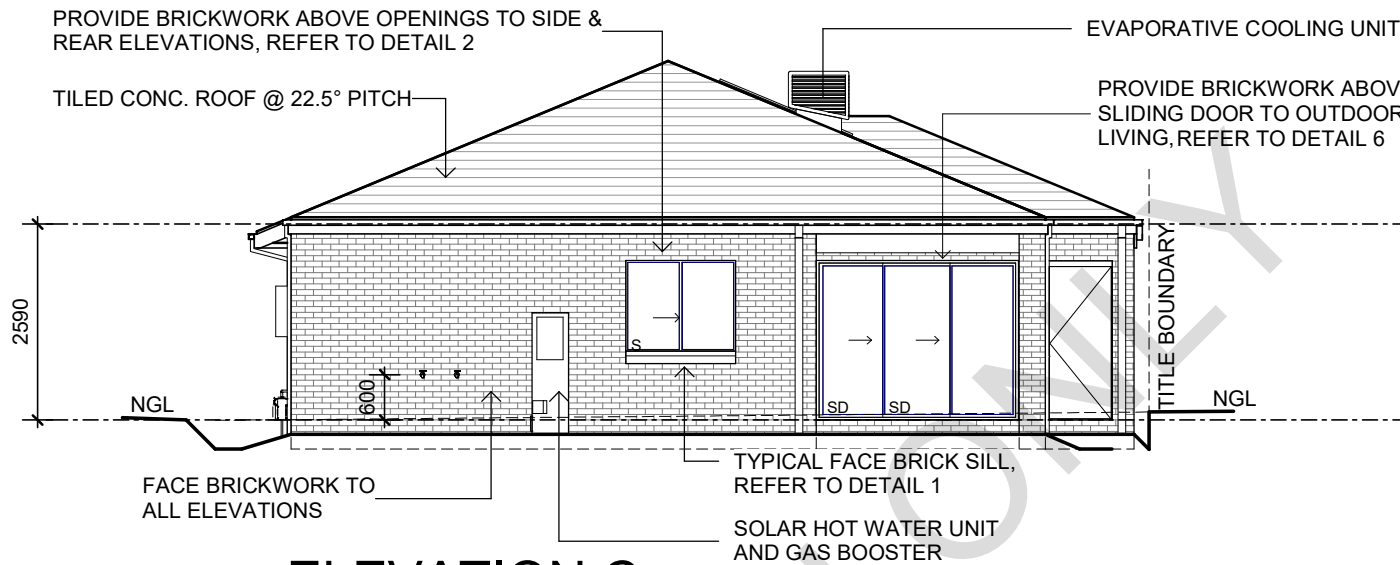
HEATING 15.5 MJ/m²

COOLING 113.4 MJ/m²

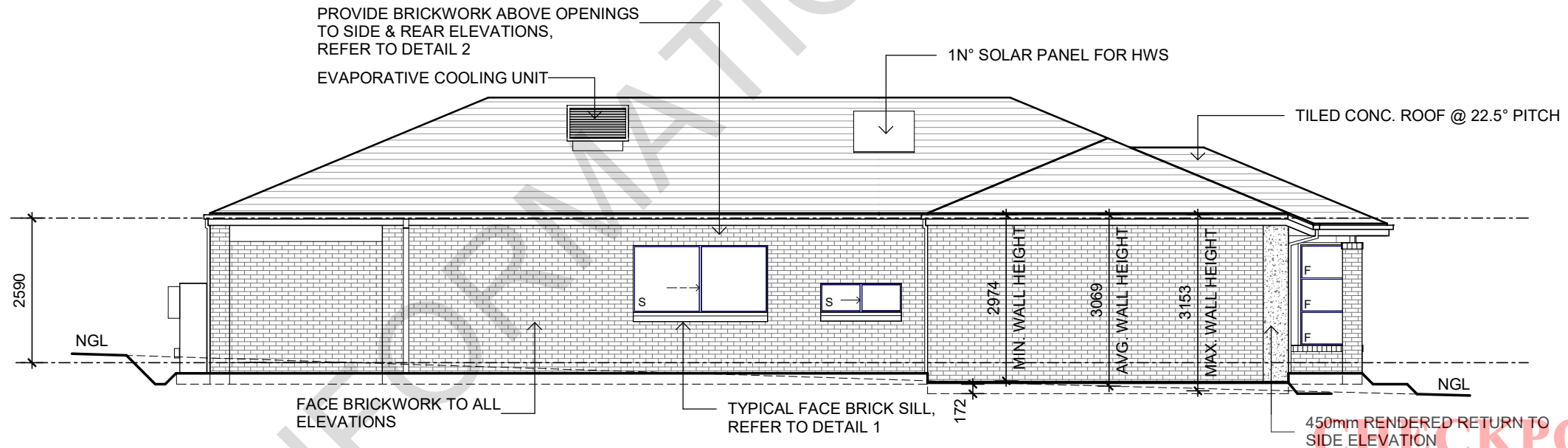
ASSESSOR NAME/NUMBER Rick Lapira VIC/BDAV/10/0223

ASSESSOR SIGNATURE *Rick Lapira* DATE 27/05/20

- 1. Solar Panels
- 2. Screened alternative
- 3. Performance alternative
- 4. Melbourne alternative



ELEVATION C



ELEVATION D

INSPECTION BOOKING

INSPECTION BOOKING

03 9673 0000

DATE: 13/05/20

DATE: 14/05/20

SCALE: 1 : 100

SHEET No: 6 / 23

DESIGN CAULFIELD 209

ELEVATION CAMDEN

SPECIFICATION PREMIUM 2020

AMM	TYPE	DATE	SIGN
001.	ADDED LEVELS	20.05.20	RIEM
002.	ADDED COLOURS	20.05.20	RIEM
003.	ADDED PCV001	15.06.20	RIEM

* NOTE DO NOT SCALE THESE DRAWINGS *

CONTRACT DRAWINGS	DATE
ORBIT HOMES	DATE
CLIENT	DATE
CLIENT	DATE

PROPOSED RESIDENCE FOR: HARIS ALI KHAN

AT: LOT 902 CRICKLADE STREET, WOLLERT

MEL REF: 20864

PERMIT N°: .

JOB N°: 14553

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ELEVATIONS

DATE: 17/07/2020

DRAWN: NHAN	DATE: 13/05/20
CHECK: AMA	DATE: 14/05/20
SCALE: 1 : 100	SHEET No: 6 / 23
DESIGN CAULFIELD 209	
ELEVATION CAMDEN	
SPECIFICATION PREMIUM 2020	

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE
THAT THE SITING OF THE BUILDING COMPLIES
WITH THE ENDORSED PLANS

WINDOW SCHEDULE

W N°	HEIGHT	WIDTH	O/A DOOR & REVEAL DEPTH	GLAZING	D.GLAZE REQ.	RESTRICTED OPENING	COMMENTS
1	514	1450	163mm	CLEAR	NO	NO	LEFT TO RIGHT SLIDING SASH NO BOTTOM REVEAL - 1419mm WINDOW HEAD HEIGHT
2	1200	2410	163mm	CLEAR	NO	NO	LEFT TO RIGHT SLIDING SASH
3	1200	1450	163mm	CLEAR	NO	NO	LEFT TO RIGHT SLIDING SASH
4	1027	1450	163mm	CLEAR	NO	NO	LEFT TO RIGHT SLIDING SASH
5	1200	1450	163mm	CLEAR	NO	NO	LEFT TO RIGHT SLIDING SASH
6	1200	1450	163mm	CLEAR	NO	NO	LEFT TO RIGHT SLIDING SASH
7	1200	2170	163mm	CLEAR	NO	NO	LEFT TO RIGHT SLIDING SASH
8	1027	610	163mm	CLEAR	NO	NO	LEFT TO RIGHT SLIDING SASH
9	1800	1810	163mm	CLEAR	NO	NO	METRO STYLE WITH HORIZONTAL STICK ON GLAZING BARS - TO SUIT "EASYTEX" CLADDING
10	1800	850	163mm	CLEAR	NO	NO	FIXED - TO SUIT "EASYTEX" CLADDING - HORIZONTAL BARS

1. Solar HWS
2. Screw pile alternative
3. Performance solutions exists
4. Melway ref: 388 D8

EXTERNAL DOOR SCHEDULE

D N°	HEIGHT	WIDTH	GLAZING	D. GLAZE REQ.	RESTRICTED OPENING	COMMENTS
1	2105	850	N/A	N/A	N/A	ALUMINIUM FRAME TO SUIT 820 DOOR
2	2110	2673	CLEAR	NO	N/A	LEFT TO RIGHT SLIDING ENTERTAINER GLASS DOOR
3	2110	1450	CLEAR	NO	N/A	LEFT TO RIGHT SLIDING GLASS DOOR
4	2117	1150	CLEAR	N/A	N/A	ALUMINIUM FRAME TO SUIT 820 DOOR & 1N° SIDELIGHT

NOTE: PROVIDE ALUMINIUM FLYSCREENS WITH ALUMINIUM MESH & LOCKS TO ALL OPERABLE WINDOW SASHES. PROVIDE KEY LOCK TO EXTERNAL SLIDING DOORS

ENERGY RATING	
<input checked="" type="checkbox"/> SINGLE-DWELLING RATING	6.2 STARS
<input type="checkbox"/> MULTI-UNIT DEVELOPMENT (ATTACH LISTING OF RATINGS)	HEATING 15.5 MJ/m ²
IF SELECTED, DATA SPECIFIED IS THE AVERAGE ACROSS THE ENTIRE DEVELOPMENT COOLING 113.4 MJ/m ²	
RECESSED DOWNLIGHTS CONFIRMATION:	<input checked="" type="checkbox"/> RATED WITH <input type="checkbox"/> RATED WITHOUT
ASSESSOR NAME/NUMBER	Rick Lapira VIC/BDAY/100223
ASSESSOR SIGNATURE	<i>Rick Lapira</i> DATE 27/05/20

NOTE: WHERE REQUIRED AN ALUMINIUM INFILL WILL BE USED NEXT TO A WINDOW/ DOOR FRAME.

NOTE: PROVIDE 2040 HIGH DOORS TO LOWER FLOOR, 2040 TO UPPER FLOOR AND 2040 HIGH FRONT ENTRY DOOR

NOTE: ALL CAVITY SLIDING DOORS TO BE FLUSH JAMB

STANDARD WINDOW HEAD HEIGHTS

2440mm CEILING HEIGHT: 2110mm WINDOW HEAD HEIGHT (NO EAVE)
2135mm WINDOW HEAD HEIGHT (WITH EAVE)

2590mm CEILING HEIGHT: 2110mm WINDOW HEAD HEIGHT

2740mm CEILING HEIGHT: 2110mm WINDOW HEAD HEIGHT

2740mm CEILING HEIGHT: 2370mm WINDOW HEAD HEIGHT (NO EAVE)

WITH INCREASED WINDOWS H.H: 2435mm WINDOW HEAD HEIGHT (WITH EAVE)

NOTE: HEAD HEIGHTS MENTIONED IN COMMENTS ARE TO TAKE PRECEDENCE OVER STANDARDS.

NOTE: BRICK COURSE & BRICK SIZE VARIANCE TO BE FACTORED IN ACCORDINGLY BY BRICKLAYER.

6 STAR REQUIREMENTS

-SEAL ALL EXTERNAL GAPS & CRACKS

-WEATHER STRIPS/SEALS TO ALL EXTERNAL ENTRY DOORS TO DWELLING ONLY

-TAPE BUILDING WRAP TO SEAL GAPS BETWEEN DOOR/WINDOW FRAMES & STUD WORKS

-R2.5 CEILING INSULATION TO HOUSE

-R1.5 INSULATION TO ALL EXTERNAL WALLS & ANTI GLARE INSULATION FOIL EXCLUDING GARAGE B/V EXTERNAL WALLS

-R1.5 INSULATION TO INTERNAL GARAGE WALLS ONLY

-SELF CLOSING EXHAUST FANS/DRAFT STOPPERS

-IC RATED LED DOWN-LIGHTS ONLY WITH "0" CLEARANCE AS DOCUMENTED ON PLANS

NOTE: NO INSULATION TO BE PLACED IN EAVE SECTIONS, ALFRESCO CEILINGS, VERANDAH CEILINGS, PORCH CEILINGS OR AND SHADING DEVICES UNLESS SPECIFIED.

AMM	TYPE	DATE	SIGN
001.	ADDED LEVELS	20.05.20	RIEM
002.	ADDED COLOURS	20.05.20	RIEM
003.	ADDED PCV001	15.06.20	RIEM

* NOTE DO NOT SCALE THESE DRAWINGS *

CONTRACT DRAWINGS	
ORBIT HOMES	DATE
CLIENT	DATE
CLIENT	DATE

PROPOSED RESIDENCE
FOR: HARIS ALI KHAN

AT: LOT 902 CRICKLADE STREET,
WOLLERT

MEL REF: 20864

PERMIT N°: .

JOB N°: 14553

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WINDOW & DOOR
SCHEDULE

DRAWN: NHAN	DATE: 13/05/20
CHECK: AMA	DATE: 14/05/20
SCALE: 1 : 100	SHEET No: 7 / 23
DESIGN	CAULFIELD 209
ELEVATION	CAMDEN
SPECIFICATION	PREMIUM 2020

NOTE: GENERAL ROOM GPOS, TV & TELEPHONE OUTLETS TO BE 300MM ABOVE FFL. REFRIDGERATOR GPO & L'DRY WM DGPO @ 1500MM ABOVE FFL. LIGHT SWITCHES, WET AREA GPOS & GPOS ABOVE BENCHES TO BE @ 1050MM ABOVE FFL. ALL MEASUREMENTS ARE TO CENTRELINE OF SWITCH PLATE. EXTERNAL FLOODLIGHTS ARE TO BE MOUNTED 50MM BELOW THE FASCIA, UNLESS OTHERWISE NOTED. ALL ELECTRICAL FITTINGS AND POINTS ARE SHOWN INDICATIVE AND SUBJECT TO CHANGE PENDING SITE CONSTRAINTS SUCH AS TRUSS AND/OR STUD LOCATIONS.

NOTE: SLAB MESH TO BE EARTHED

Cat 5 Point	3
2. Ceiling Fan	1
3. Ceiling light outlet	11
4. Cooling Duct	6
▲▲ Double GPO	22
Ⓧ Down Light outlet	26
Ⓜ Exhaust Fan	3
▶ Flood Light	2
⊕ Heating Duct 6	8
HD Home Distributor	1
JB Junction Box outlet	1
R RG 6 Point	2
▲ Single GPO	7
● Smoke Alarm	3
▲▲ Weatherproof Double GPO	1

ENERGY RATING

HOUSE

SINGLE-DWELLING RATING 6.2 STARS

MULTI-UNIT DEVELOPMENT (ATTACH LISTING OF RATINGS) HEATING 15.5 MJ/m²

IF SELECTED, DATA SPECIFIED IS THE AVERAGE ACROSS THE ENTIRE DEVELOPMENT COOLING 113.4 MJ/m²

RECESSED DOWNLIGHTS CONFIRMATION: RATED WITH RATED WITHOUT

ASSESSOR NAME/NUMBER Rick Lapira VIC/BD/AV/10/0223

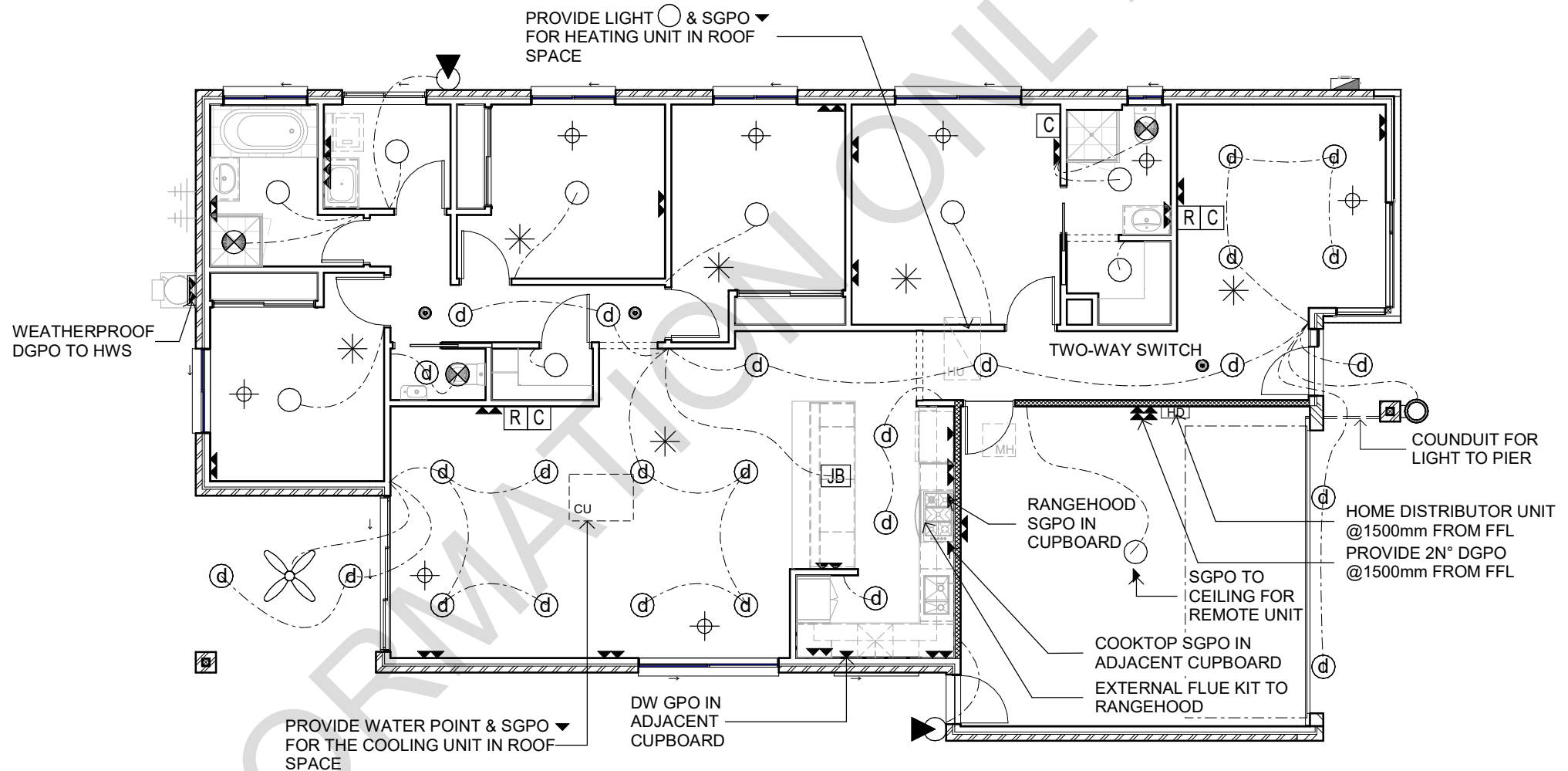
ASSESSOR SIGNATURE *Rick Lapira* DATE 27/05/20

IT IS THE BUILDER'S RESPONSIBILITY TO VERIFY THAT THE SITING OF THE BUILDING COMPLIES WITH THE REQUIREMENTS OF THE BUILDING REGULATIONS.

NOTE: HEATING & COOLING (IF APPLICABLE) OUTLET LOCATIONS ARE AN APPROXIMATE ONLY & ARE SUBJECT TO VERIFICATION BY HEATING CONTRACTOR

NOTE: ALL SMOKE DETECTORS TO THE DWELLING ARE TO BE INTERCONNECTED AS PER THE N.C.C. REQUIREMENTS

NOTE: AS PER CLAUSE 3.8.7.3 OF NCC 2019 EXHAUST FROM A BATHROOM, SANITARY COMPARTMENT, OR LAUNDRY MUST BE DISCHARGED DIRECTLY VIA A SHAFT OR DUCT TO OUTDOOR AIR. ALL EXHAUST FANS TO BE DUCTED EXTERNALLY TO COMPLY



NOTE: ALL WIRING TO BE INSTALLED IN ACCORDANCE WITH FIBRE OPTIC REQUIREMENTS AS OUTLINED IN THE "CABLING FOR NEW HOMES FOR OPTICOMM FIBRE".

ARTIFICIAL LIGHTING COMPLIANCE

AREA TYPE	FLOOR AREA	ALLOWABLE WATTAGE	PROPOSED WATTAGE
INTERNAL			
FLOOR PLAN	139.3 m ²	695	240 W
GARAGE FLOOR	32.8 m ²	98	8 W
EXTERNAL			
EXTERNAL FLOOR	13.1 m ²	52	72 W

CHECKPOINT
BUILDING SURVEYORS
BUILDING PERMIT

Building act 1993 building regulations 2018

AMM	TYPE	DATE	SIGN
001.	ADDED LEVELS	20.05.20	RIEM
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CONTRACT DRAWINGS	DATE
ORBIT HOMES	DATE
CLIENT	DATE
CLIENT	DATE

PROPOSED RESIDENCE FOR: HARIS ALI KHAN

AT: LOT 902 CRICKLADE STREET, WOLLERT

MEL REF: 20864

PERMIT N°: .

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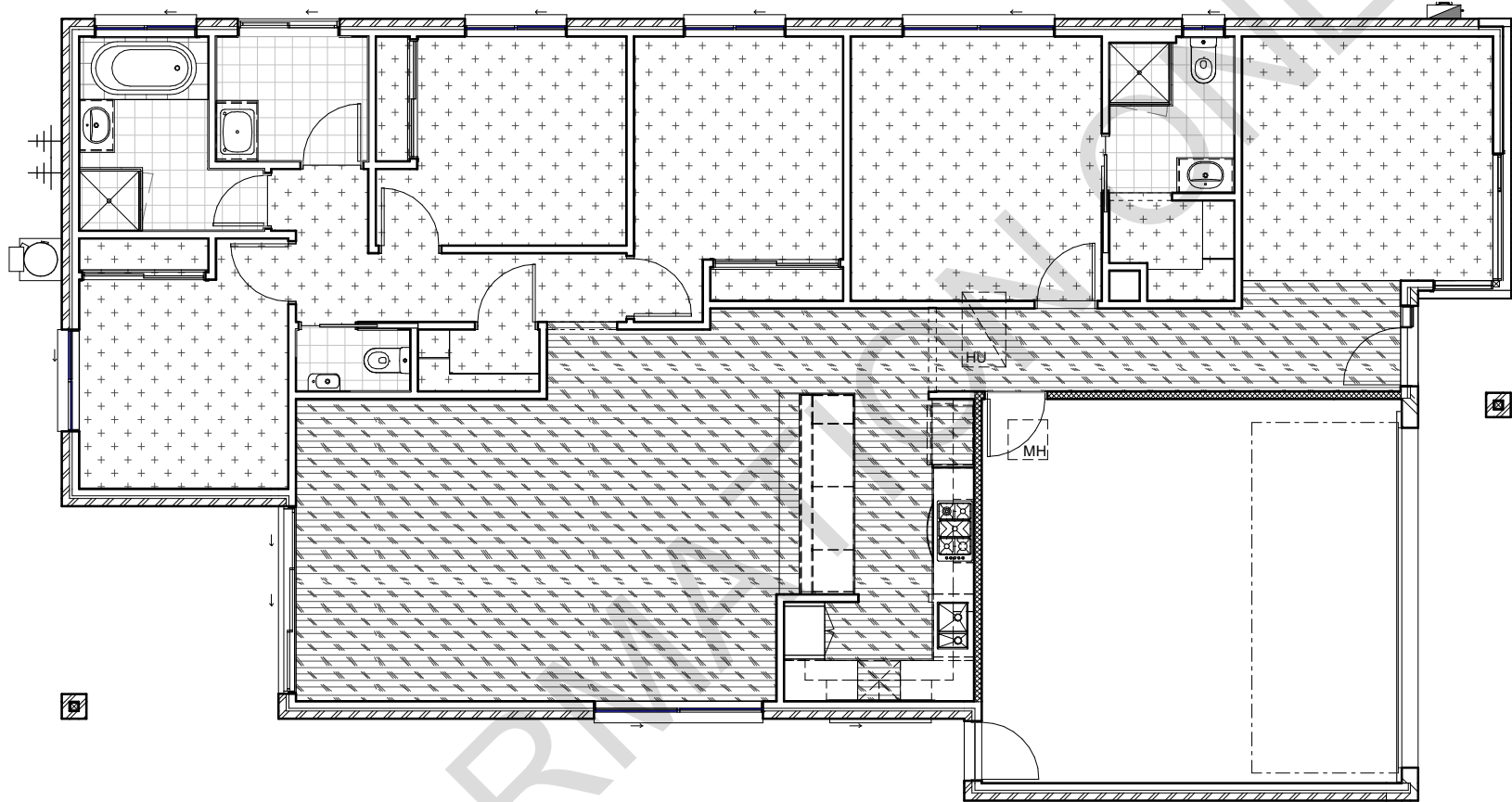
ELECTRICAL PLAN

DATE: 17/07/2020

DRAWN: NHAN	DATE: 13/05/20
CHECK: AMA	DATE: 14/05/20
SCALE: 1 : 100	SHEET No: 8 / 23
DESIGN	CAULFIELD 209
ELEVATION	CAMDEN
SPECIFICATION	PREMIUM 2020

----- IT IS TO REPRESENTS FLOOR TILE INTERMEDIATE MOVEMENT JOINT @ 4.5M CTS. FLOOR TILER TO ENSURE SELECTED TILES DO NOT REQUIRE SMALLER SPACES BETWEEN MOVEMENT JOINTS. WITH THE ENDORSED PLANS

- 1. Solar HWS
- 2. Screw pile alternative
- 3. Performance solutions exists
- 4. Melway ref: 388 D8



INSPECTION BOOKING

AMM	TYPE	DATE	SIGN
001.	ADDED LEVELS	20.05.20	RIEM
002.	ADDED COLOURS	20.05.20	RIEM
003.	ADDED PCV001	15.06.20	RIEM
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CONTRACT DRAWINGS	
ORBIT HOMES	DATE
CLIENT	DATE
CLIENT	DATE

PROPOSED RESIDENCE FOR: HARIS ALI KHAN

AT: LOT 902 CRICKLADE STREET, WOLLERT

MEL REF: 20864

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Orbit HOMES

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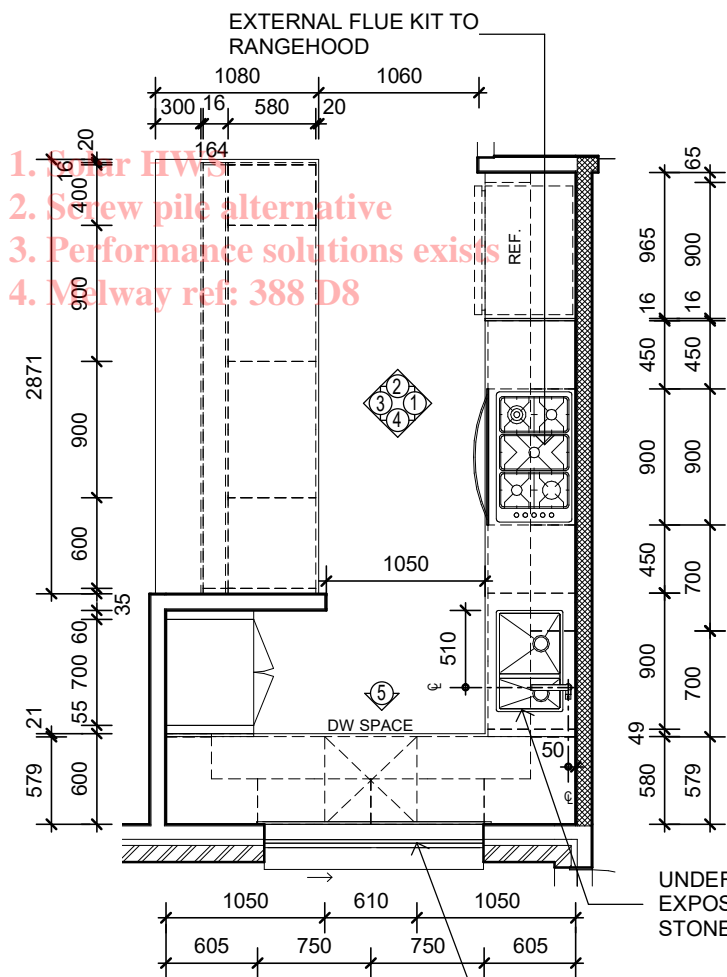
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FLOOR COVERINGS LAYOUT

LEGEND	
+	CARPET
□	TILES
▨	TIMBER
▩	VINYL
▧	TIMBER LAMINATE

DRAWN: NHAN	DATE: 13/05/20
CHECK: AMA	DATE: 14/05/20
SCALE: 1 : 100	SHEET No: 9 /23
DESIGN CAULFIELD 209	
ELEVATION CAMDEN	
SPECIFICATION PREMIUM 2020	

NOTE: ALL DIMENSIONS INCLUDING FRIDGE HEIGHT DO NOT ALLOW FOR FLOORING TYPE.



1. Star IIW
2. Screw pile alternative
3. Performance solutions exists
4. Melway ref: 388 D8

KITCHEN/WIP

- 20mm CAESARSTONE BENCHTOP
- 20mm CAESARSTONE WITH 40mm EDGES TO KITCHEN ISLAND BENCH
- SOFT CLOSING MECHANISMS TO CABINETY DOORS & DRAWERS EXCLUDING RANGEHOOD OVERHEAD

INSPECTION BOOKING

AMM	TYPE	DATE	SIGN
001.	ADDED LEVELS	20.05.20	RIEM
002.	ADDED COLOURS	20.05.20	RIEM
003.	ADDED PCV001	15.06.20	RIEM

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CONTRACT DRAWINGS	DATE
ORBIT HOMES	DATE
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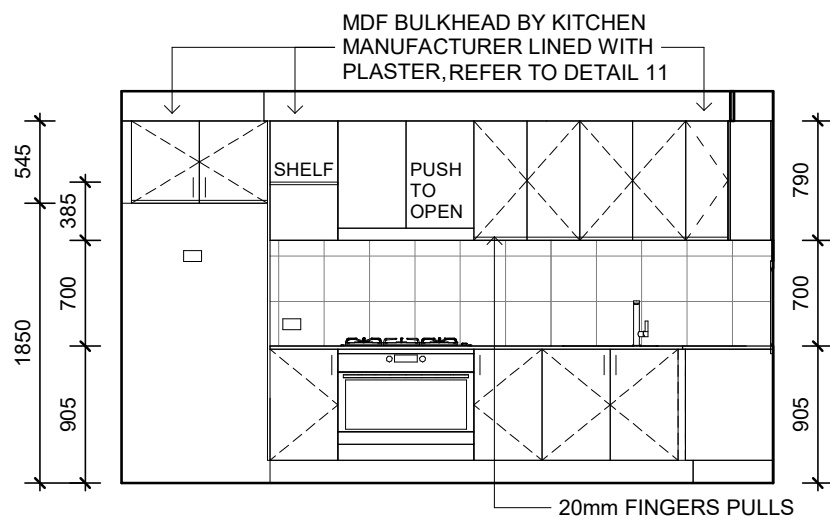
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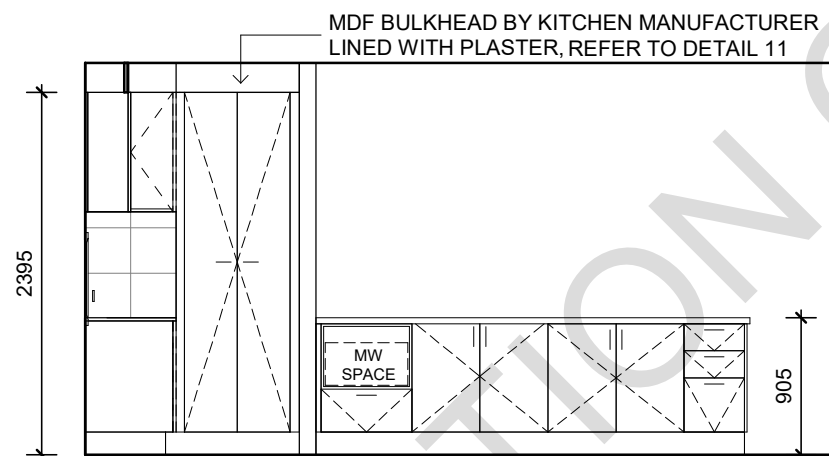
INTERNALS

REB: David Dennis
Date: 17/07/2020

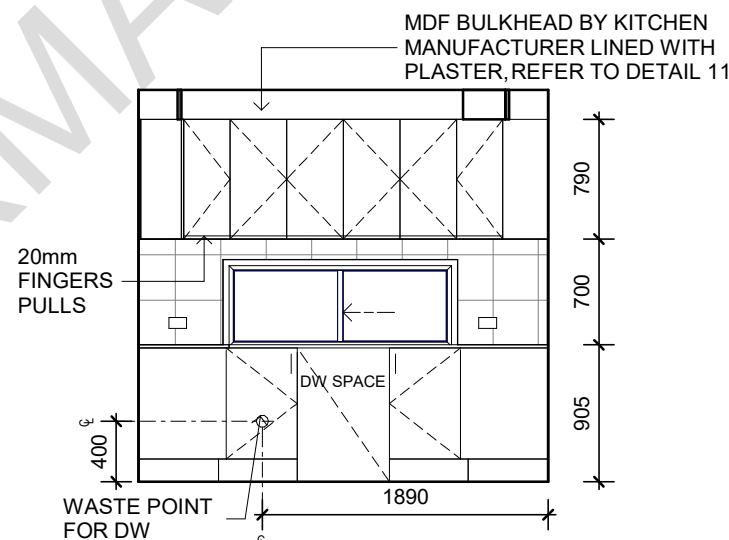
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CHECK: AMA	DATE: 14/05/20
SCALE: 1 : 50	SHEET No: 10 /23
DESIGN CAULFIELD 209	
ELEVATION CAMDEN	
SPECIFICATION PREMIUM 2020	



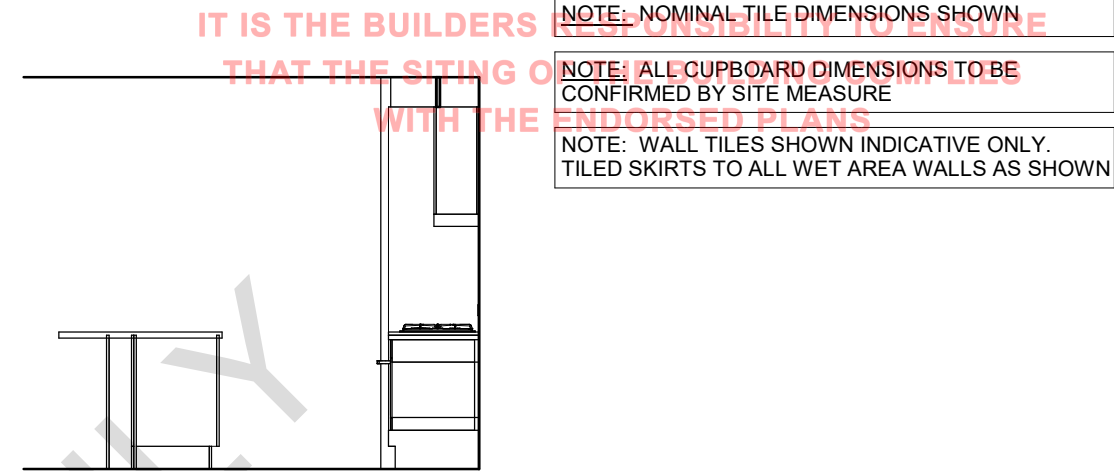
ELEVATION 1



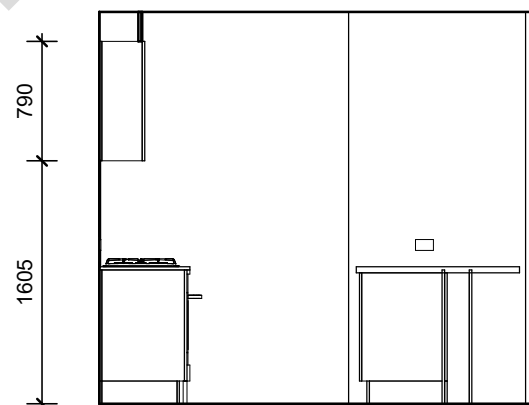
ELEVATION 3



ELEVATION 5



ELEVATION 2



ELEVATION 4

NOTE: NOMINAL TILE DIMENSIONS SHOWN

NOTE: ALL CUPBOARD DIMENSIONS TO BE CONFIRMED BY SITE MEASURE

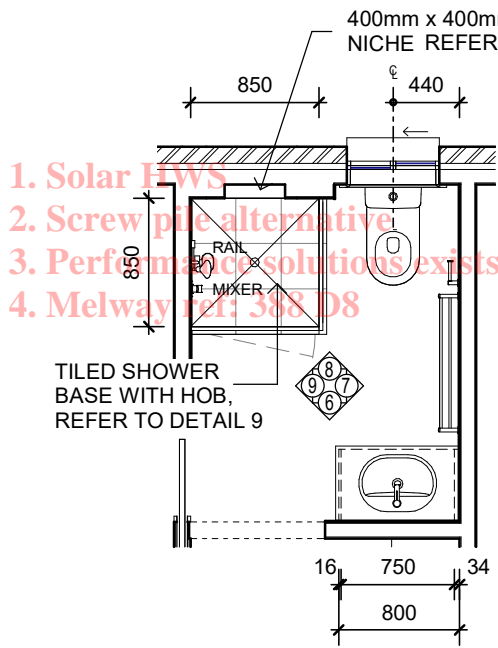
NOTE: WALL TILES SHOWN INDICATIVE ONLY. TILED SKIRTS TO ALL WET AREA WALLS AS SHOWN

CHECKPOINT
BUILDING SURVEYORS
BUILDING PERMIT
Building act 1993 building regulations 2018

NOTE: ALL DIMENSIONS INCLUDING FRIDGE HEIGHT DO NOT ALLOW FOR FLOORING TYPE.

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF THE UNIT IS WITH THE ENDORSED PLANS

NOTE: NOMINAL TILE DIMENSIONS SHOWN
 NOTE: ALL CUPBOARD DIMENSIONS TO BE CONFIRMED BY SITE MEASURE
 NOTE: WALL TILES SHOWN INDICATIVE ONLY. TILED SKIRTS TO ALL WET AREA WALLS AS SHOWN

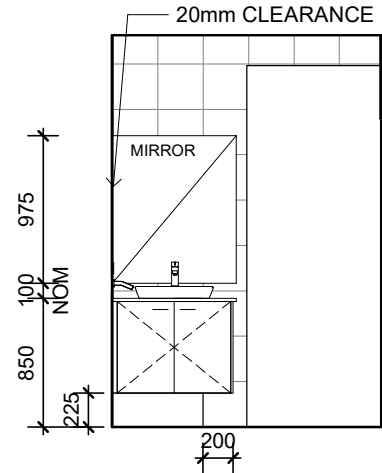


- 1. Solar FWS
- 2. Screw pile alternative
- 3. Performance solutions exists
- 4. Melway ref: 388 D8

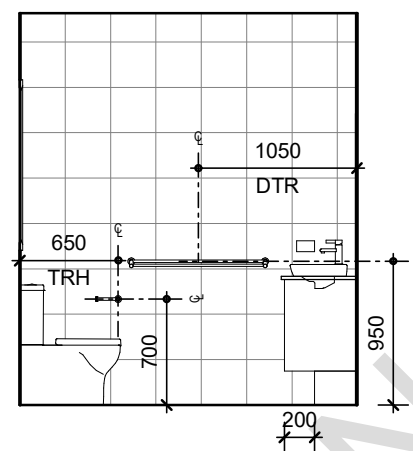
TILED SHOWER BASE WITH HOB, REFER TO DETAIL 9

ENSUITE

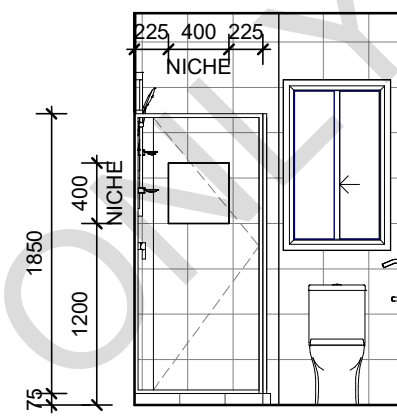
20mm CAESARSTONE BENCHTOP



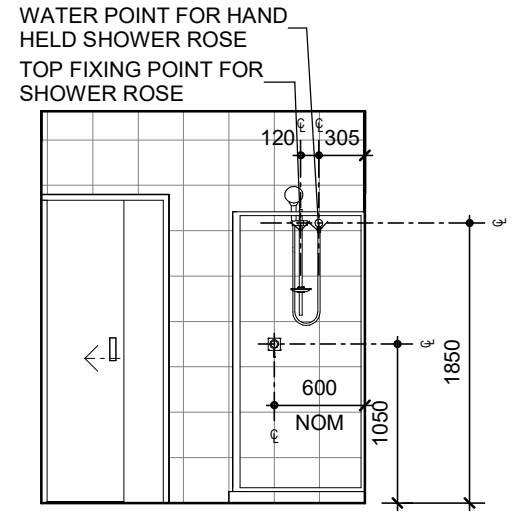
ELEVATION 6



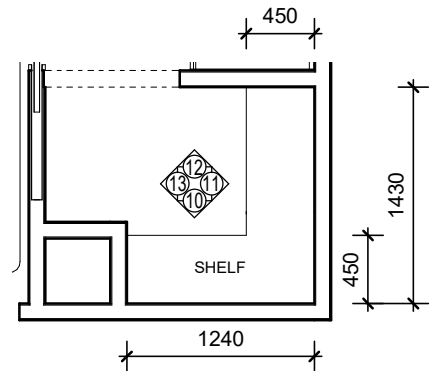
ELEVATION 7



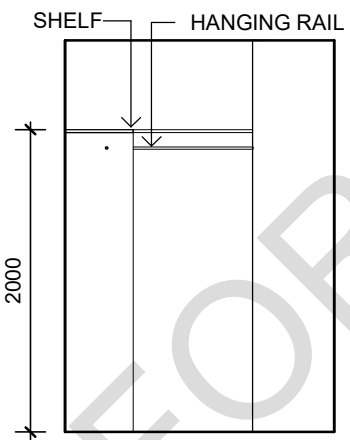
ELEVATION 8



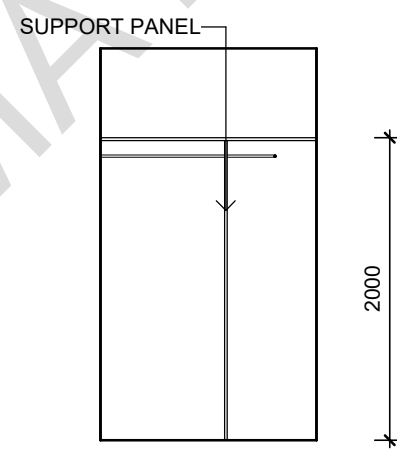
ELEVATION 9



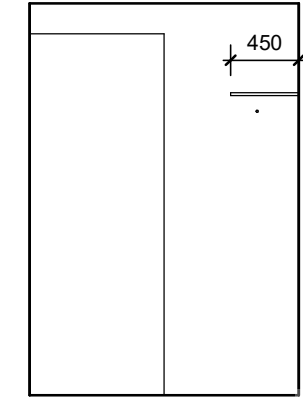
WIR



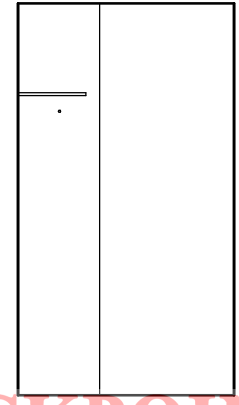
ELEVATION 10



ELEVATION 11



ELEVATION 12



ELEVATION 13

INSPECTION BOOKING

CHECKPOINT
 BUILDING SURVEYORS
BUILDING PERMIT
 Building act 1993 building regulations 2018

AMM	TYPE	DATE	SIGN
001.	ADDED LEVELS	20.05.20	RIEM
002.	ADDED COLOURS	20.05.20	RIEM
003.	ADDED PCV001	15.06.20	RIEM

CONTRACT DRAWINGS	
ORBIT HOMES	DATE
CLIENT	DATE
CLIENT	DATE

PROPOSED RESIDENCE FOR: HARIS ALI KHAN
 AT: LOT 902 CRICKLADE STREET, WOLLERT
 MEL REF: 20864
 PERMIT N°: .
 JOB N°: 14553

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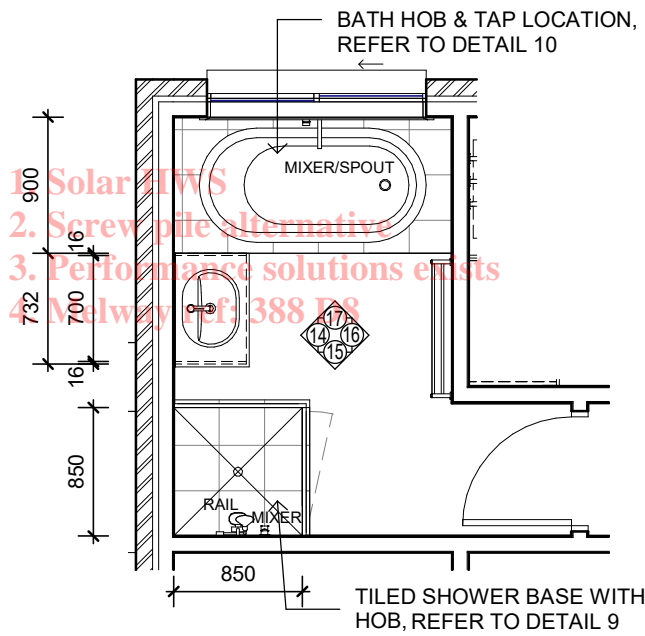
INTERNALS
 RBS: David Dennis
 Date: 17/07/2020

DRAWN: NHAN	DATE: 13/05/20
CHECK: AMA	DATE: 14/05/20
SCALE: 1 : 50	SHEET No: 11 /23
DESIGN CAULFIELD 209	
ELEVATION CAMDEN	
SPECIFICATION PREMIUM 2020	

NOTE: ALL DIMENSIONS INCLUDING FRIDGE HEIGHT DO NOT ALLOW FOR FLOORING TYPE.

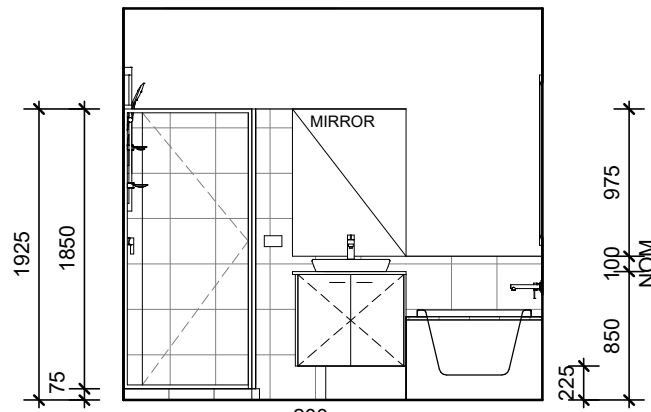
IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF ALL FIXTURES WITH THE

NOTE: NOMINAL TILE DIMENSIONS SHOWN
 NOTE: ALL CUPBOARD DIMENSIONS TO BE CONFIRMED BY SITE MEASURE
 NOTE: WALL TILES SHOWN INDICATIVE ONLY. TILED SKIRTS TO ALL WET AREA WALLS AS SHOWN

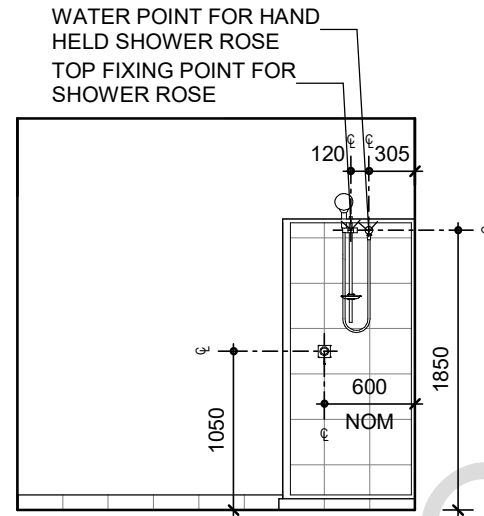


BATHROOM

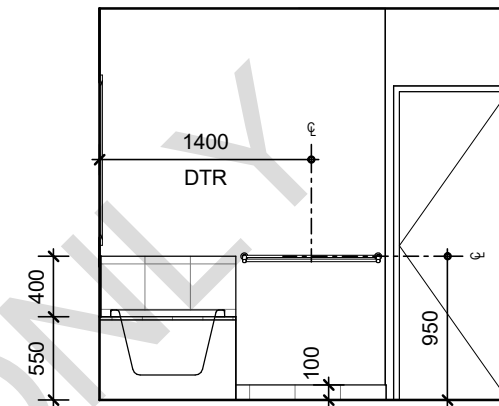
20mm CAESARSTONE BENCHTOP



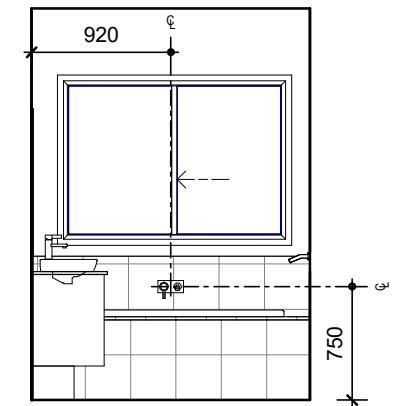
ELEVATION 14



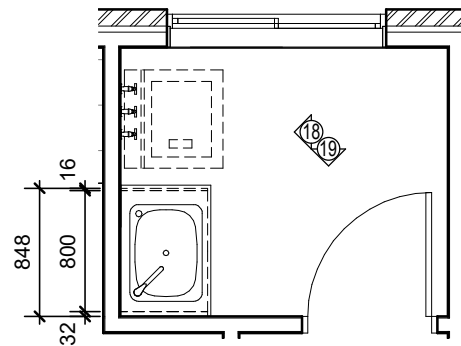
ELEVATION 15



ELEVATION 16

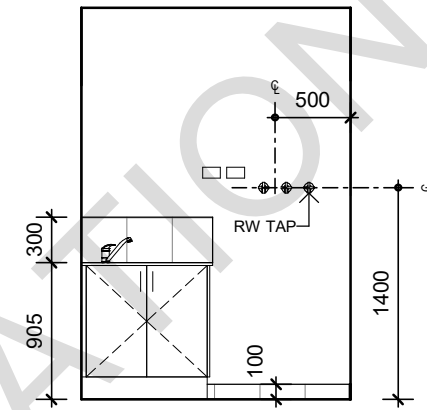


ELEVATION 17

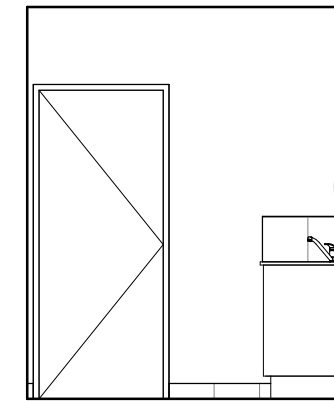


LAUNDRY

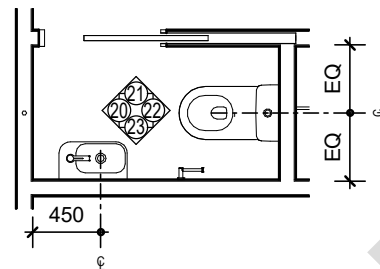
20mm CAESARSTONE BENCHTOP



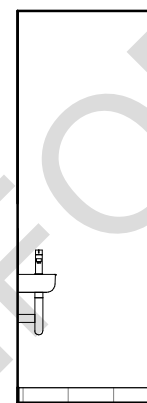
ELEVATION 18



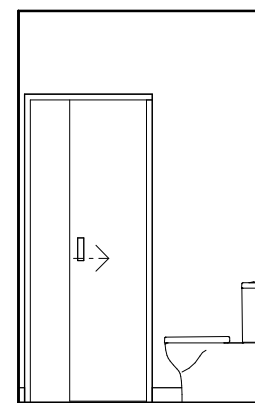
ELEVATION 19



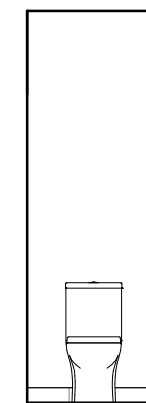
W.C.



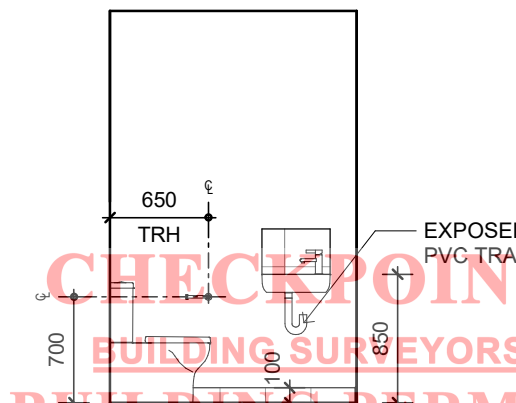
ELEVATION 20



ELEVATION 21



ELEVATION 22



ELEVATION 23

INSPECTION BOOKING

AMM	TYPE	DATE	SIGN
001.	ADDED LEVELS	20.05.20	RIEM
002.	ADDED COLOURS	20.05.20	RIEM
003.	ADDED PCV001	15.06.20	RIEM

CONTRACT DRAWINGS	DATE
ORBIT HOMES	DATE
CLIENT	DATE
CLIENT	DATE

PROPOSED RESIDENCE FOR: HARIS ALI KHAN
 AT: LOT 902 CRICKLADE STREET, WOLLERT
 MEL REF: 20864
 PERMIT N°: JOB N°: 14553

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 ASCOT VALE, 3032
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 www.orbithomes.com.au

INTERNALS
 RBS: David Dennis
 Date: 17/07/2020

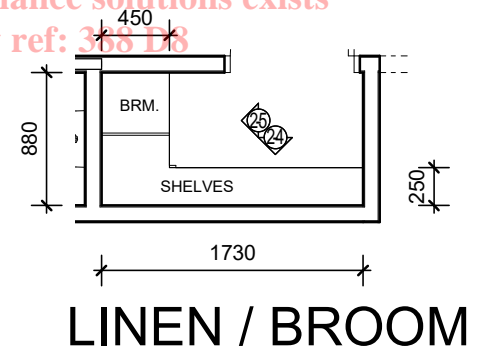
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CHECK: AMA	DATE: 14/05/20
SCALE: 1 : 50	SHEET No: 12 /23
DESIGN	CAULFIELD 209
ELEVATION	CAMDEN
SPECIFICATION	PREMIUM 2020

NOTE: ALL DIMENSIONS INCLUDING FRIDGE HEIGHT DO NOT ALLOW FOR FLOORING TYPE.

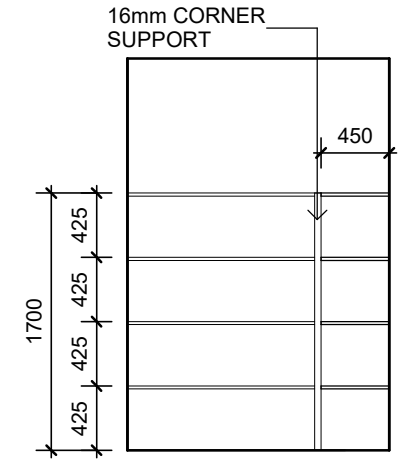
IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF THE ROBE IS WITH THE ENDORSED PLANS

NOTE: NOMINAL TILE DIMENSIONS SHOWN
 NOTE: ALL CUPBOARD DIMENSIONS TO BE CONFIRMED BY SITE MEASURE
 NOTE: WALL TILES SHOWN INDICATIVE ONLY. TILED SKIRTS TO ALL WET AREA WALLS AS SHOWN

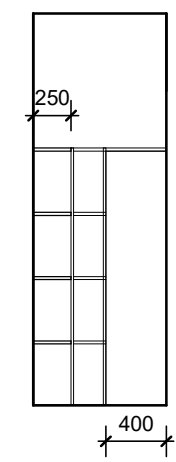
- 1. Solar HWS
- 2. Screw pile alternative
- 3. Performance solutions exists
- 4. Melway ref: 368 178



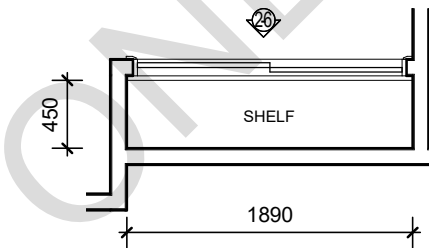
LINEN / BROOM



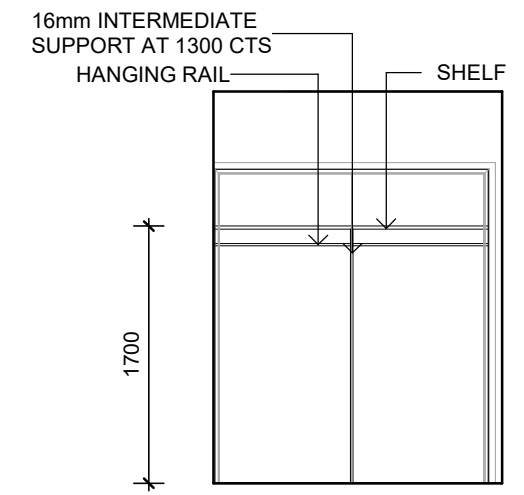
ELEVATION 24



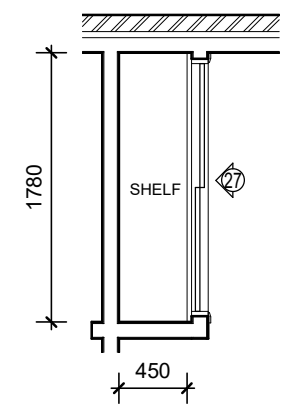
ELEVATION 25



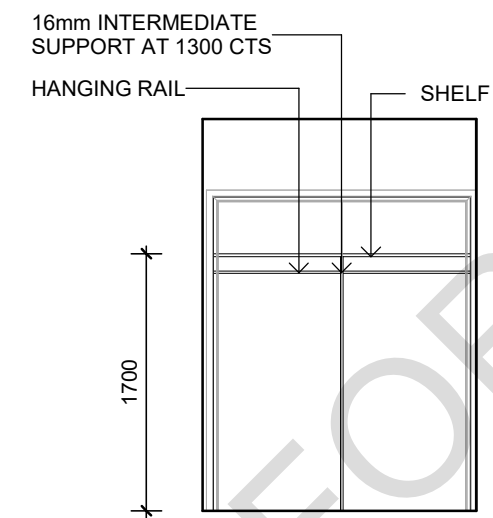
BED 2 ROBE



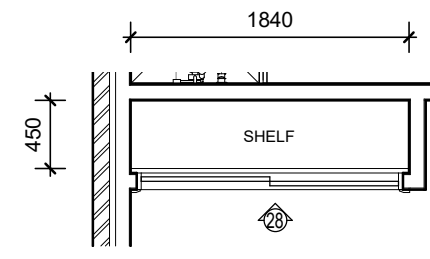
ELEVATION 26



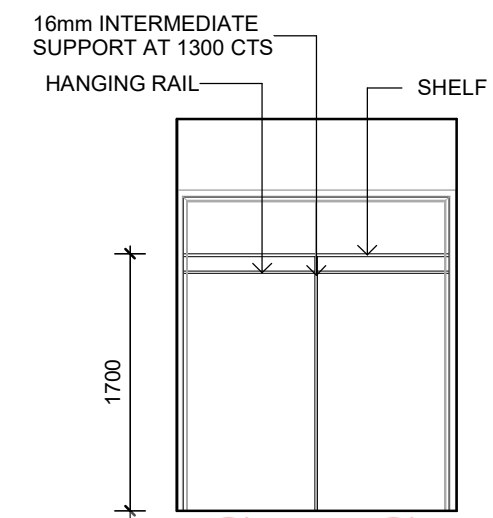
BED 3 ROBE



ELEVATION 27



BED 4 ROBE



ELEVATION 28

INSPECTION BOOKING

CHECKPOINT
 BUILDING SURVEYORS
BUILDING PERMIT
 Building act 1993 building regulations 2018

AMM	TYPE	DATE	SIGN
001.	ADDED LEVELS	20.05.20	RIEM
002.	ADDED COLOURS	20.05.20	RIEM
003.	ADDED PCV001	15.06.20	RIEM

CONTRACT DRAWINGS	DATE
ORBIT HOMES	DATE
CLIENT	DATE
CLIENT	DATE

PROPOSED RESIDENCE FOR: HARIS ALI KHAN
 AT: LOT 902 CRICKLADE STREET, WOLLERT
 MEL REF: 20864
 PERMIT N°: . JOB N°: 14553

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 www.orbithomes.com.au

INTERNALS
 RBS: David Denney
 Date: 17/07/2020

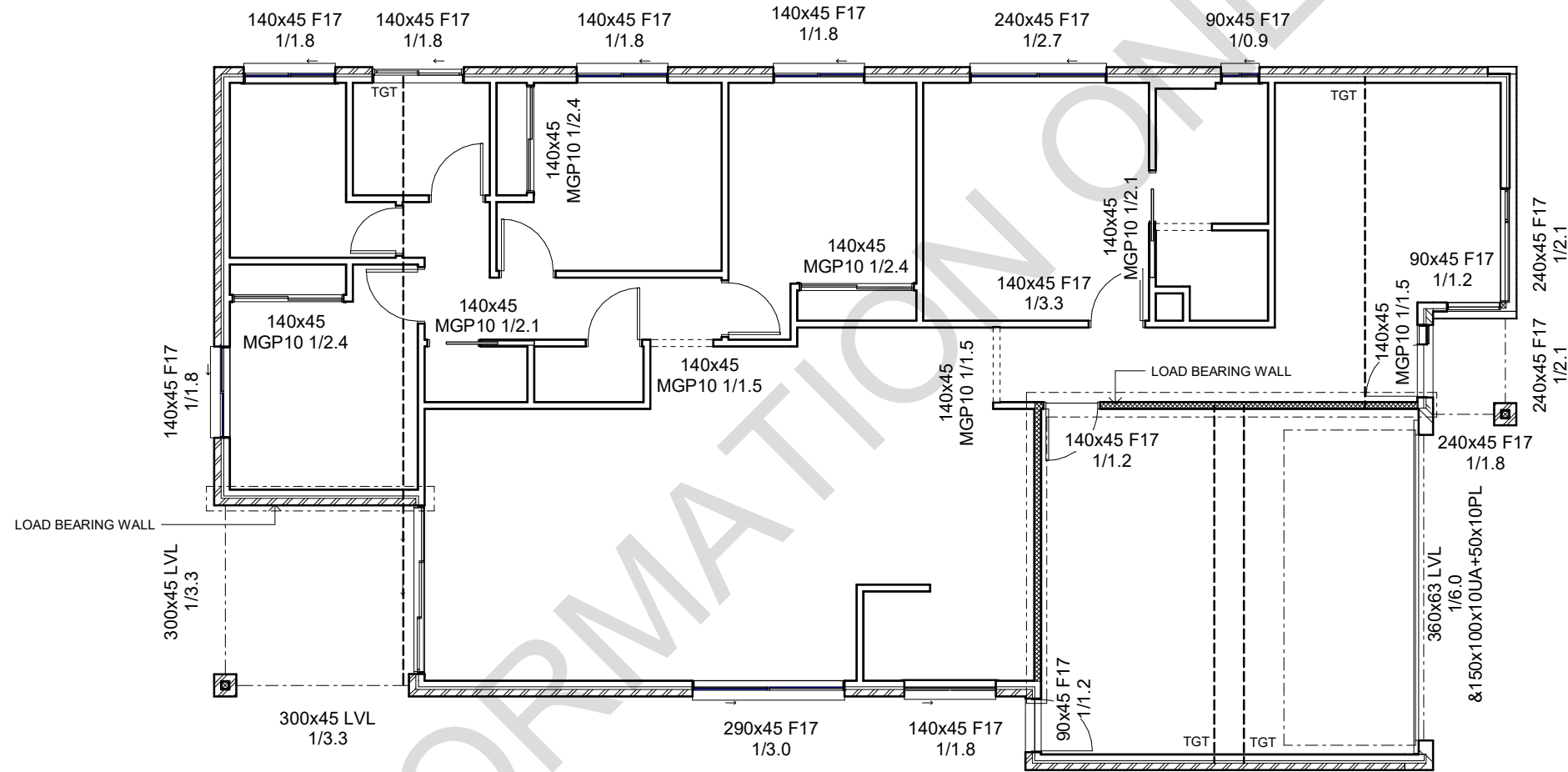
DRAWN: NHAN	DATE: 13/05/20
CHECK: AMA	DATE: 14/05/20
SCALE: 1 : 50	SHEET No: 13 /23
DESIGN	CAULFIELD 209
ELEVATION	CAMDEN
SPECIFICATION	PREMIUM 2020

NOTE: WHERE APPROPRIATE AN F17 TIMBER GRADE CAN BE SUBSTITUTED FOR AN LVL EQUIVALENT TO MANUFACTURERS SPECIFICATION

IT IS THE BUILDERS RESPONSIBILITY THAT THE SITING OF THE BUILDING COMPLIES WITH THE ENDORSED PLANS

NOTE: PROVIDE MGP10 STIFFENERS TO ALL NON-LOAD BEARING WALL OPENINGS GREATER THAN 1M WIDE

- 1. Solar HWS
- 2. Screw pile alternative
- 3. Performance solutions exists
- 4. Melway ref: 388 D8



INSPECTION BOOKING

AMM	TYPE	DATE	SIGN
001.	ADDED LEVELS	20.05.20	RIEM
002.	ADDED COLOURS	20.05.20	RIEM
003.	ADDED PCV001	15.06.20	RIEM

* NOTE DO NOT SCALE THESE DRAWINGS *

CONTRACT DRAWINGS	DATE
ORBIT HOMES	
CLIENT	
CLIENT	

PROPOSED RESIDENCE FOR: HARIS ALI KHAN

AT: LOT 902 CRICKLADE STREET, WOLLERT

MEL REF: 20864

PERMIT N°: .

JOB N°: 14553

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LINTEL LAYOUT

DATE: 17/07/2020

DRAWN: NHAN	DATE: 13/05/20
CHECK: AMA	DATE: 14/05/20
SCALE: 1 : 100	SHEET No: 14 /23
DESIGN CAULFIELD 209	
ELEVATION CAMDEN	
SPECIFICATION PREMIUM 2020	

CHECKPOINT BUILDING SURVEYORS BUILDING PERMIT

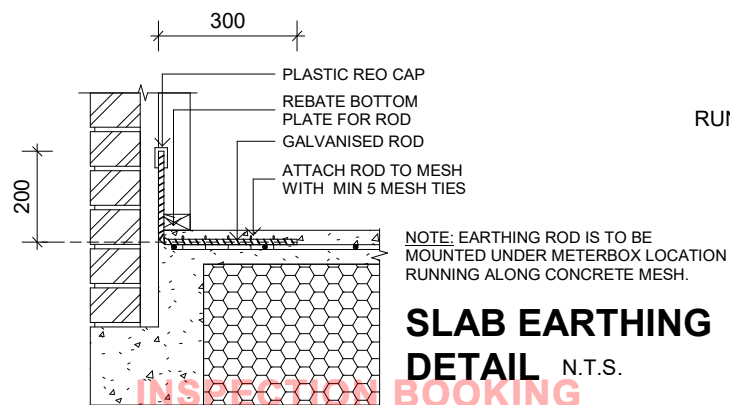
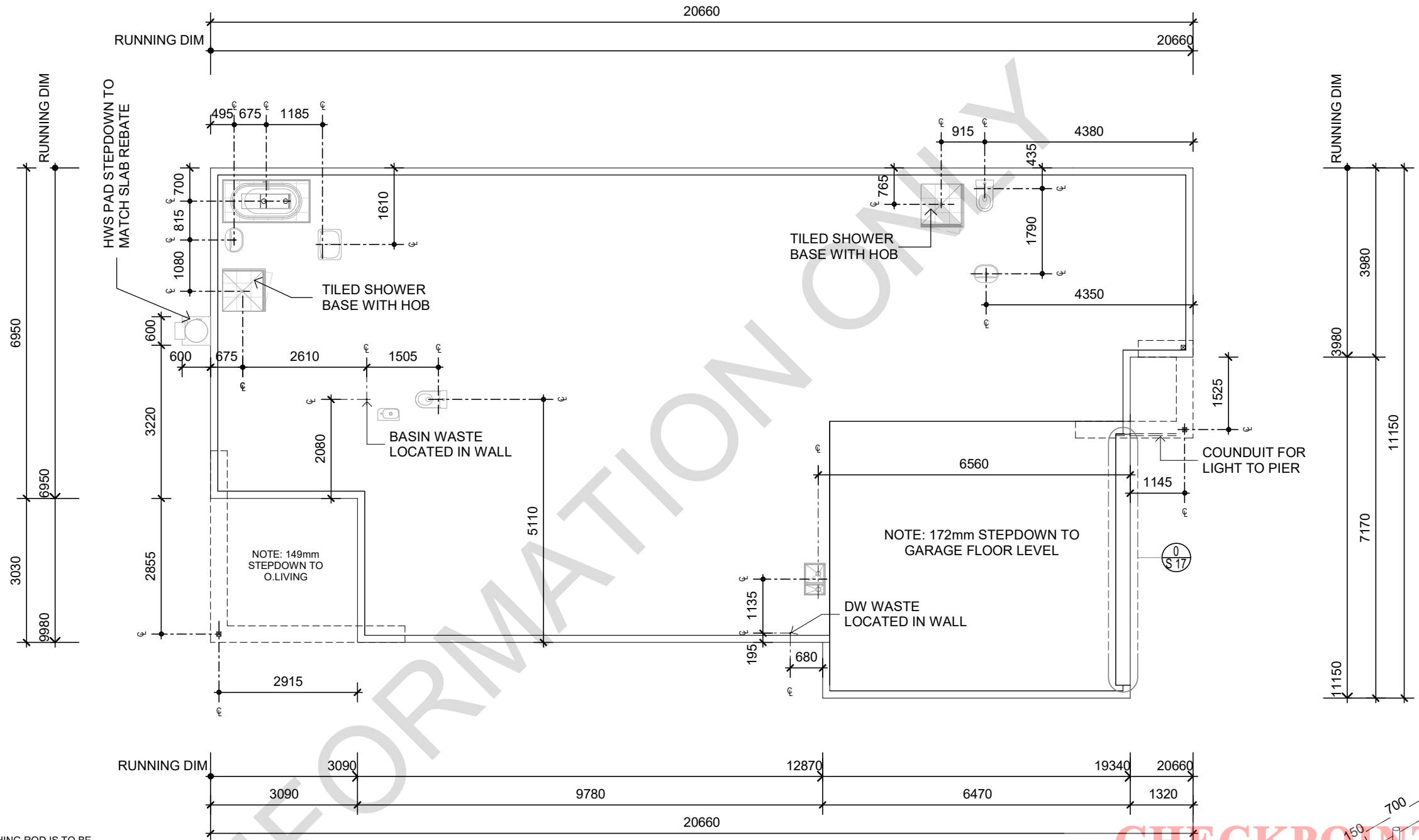
Building act 1993 building regulations 2018

NOTE: TOP OF PADS TO BE 420mm BELOW FFL

NOTE: STRIP FOOTINGS TO ENGINEER'S DESIGN AND TO BE TIED INTO SLAB. REFER TO ENGINEER'S DRAWINGS FOR SLAB DETAILS.

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF THE BUILDING COMPLIES WITH THE ENDORSED PLANS

- 1. Solar HWS
- 2. Screw pile alternative
- 3. Performance solutions exists
- 4. Melway ref: 388 D8



CHECKPOINT
 BUILDING SURVEYORS
BUILDING PERMIT BOXING SIZE N.T.S.
 Building act 1993 building regulations 2018

AMM	TYPE	DATE	SIGN
001.	ADDED LEVELS	20.05.20	RIEM
002.	ADDED COLOURS	20.05.20	RIEM
003.	ADDED PCV001	15.06.20	RIEM

* NOTE DO NOT SCALE THESE DRAWINGS *

CONTRACT DRAWINGS	DATE
ORBIT HOMES	DATE
CLIENT	DATE
CLIENT	DATE

PROPOSED RESIDENCE
 FOR: HARIS ALI KHAN
 AT: LOT 902 CRICKLADE STREET,
 WOLLERT
 MEL REF: 20864
 PERMIT N°: .
 JOB N°: 14553

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SLAB PLAN
 Date: 17/07/2020

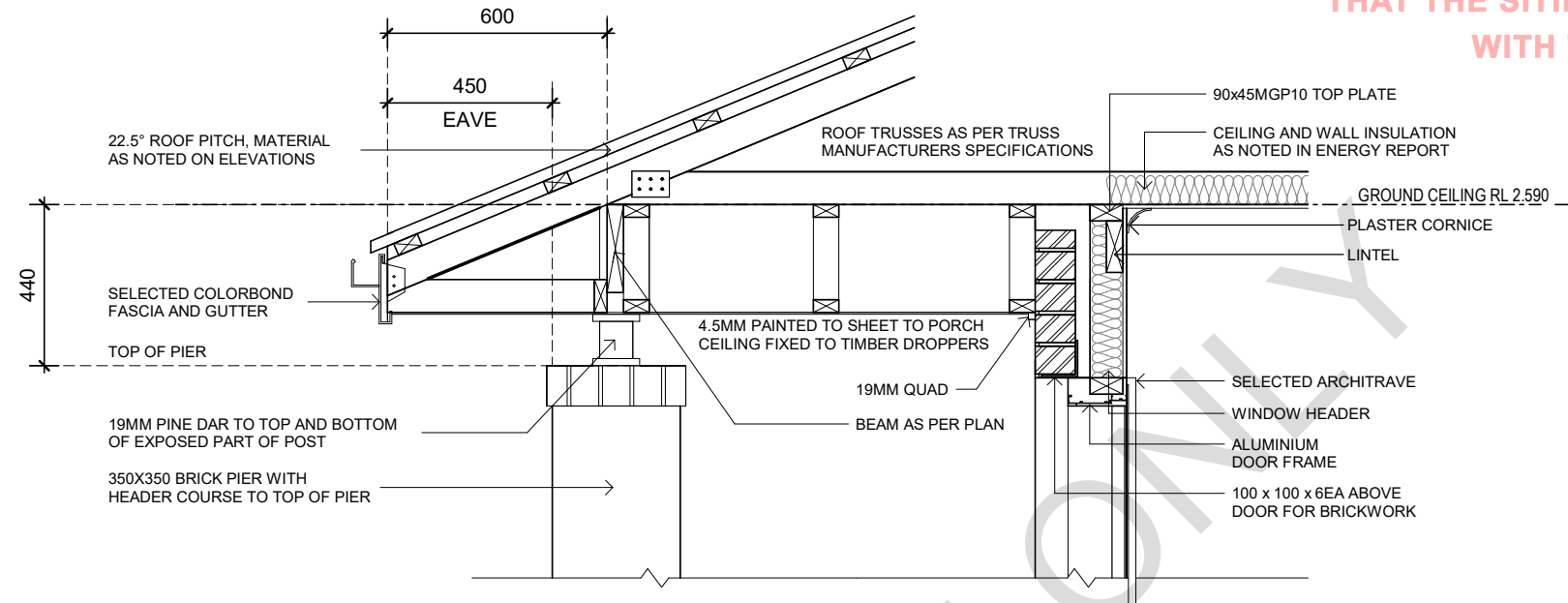
DRAWN: NHAN	DATE: 13/05/20
CHECK: AMA	DATE: 14/05/20
SCALE: 1 : 100	SHEET No: 15 /23
DESIGN	CAULFIELD 209
ELEVATION	CAMDEN
SPECIFICATION	PREMIUM 2020

NOTE: DETAILS SUBJECT TO CHANGE PENDING IMPROVED CONSTRUCTION PRACTISES, TRADE RECOMENDATION & SITE CONDITIONS

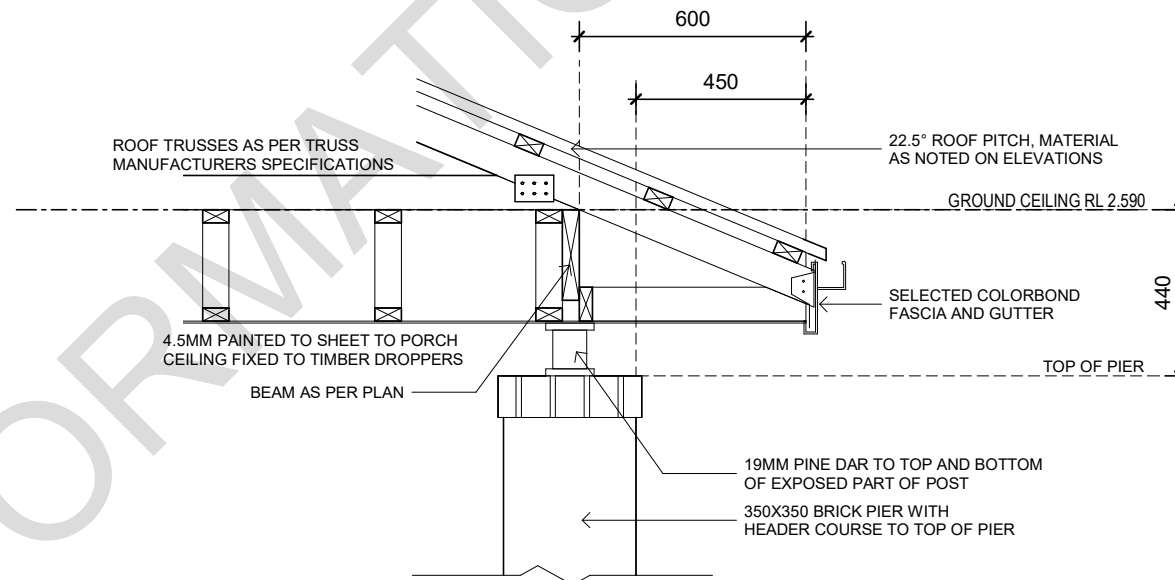
NOTE: DETAILS ONLY APPLICABLE IF REFERENCED ON PREVIOUS DRAWINGS

- 1. Solar HWS
- 2. Screw pile alternative
- 3. Performance solutions exists
- 4. Melway ref: 388 D8

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF THE BUILDING COMPLIES WITH THE ENDORSED PLANS



SECTION X-X
PORCH
SCALE 1:20



SECTION Y-Y
PORCH
SCALE 1:20

INSPECTION BOOKING

CHECKPOINT
BUILDING SURVEYORS
BUILDING PERMIT

Building act 1993 building regulations 2018

AMM	TYPE	03 9673 0000	DATE	SIGN
001.	ADDED LEVELS		20.05.20	RIEM
002.	ADDED COLOURS		20.05.20	RIEM
003.	ADDED PCV001		15.06.20	RIEM
* NOTE DO NOT SCALE THESE DRAWINGS *				

CONTRACT DRAWINGS	
ORBIT HOMES	DATE
CLIENT	DATE
CLIENT	DATE

PROPOSED RESIDENCE
FOR: HARIS ALI KHAN

AT: LOT 902 CRICKLADE STREET,
WOLLERT
MEL REF: 20864
PERMIT N°: . JOB N°: 14553

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SECTION, DETAILS
RBS: David Bennett
Date: 17/07/2020

DRAWN: NHAN	DATE: 13/05/20
CHECK: AMA	DATE: 14/05/20
SCALE: ON PAGE	SHEET No: 16 /23
DESIGN CAULFIELD 209	
ELEVATION CAMDEN	
SPECIFICATION PREMIUM 2020	

NOTE: DETAILS SUBJECT TO CHANGE PENDING IMPROVED CONSTRUCTION PRACTISES, TRADE RECOMENDATION & SITE CONDITIONS

NOTE: DETAILS ONLY APPLICABLE IF REFERENCED ON PREVIOUS DRAWINGS

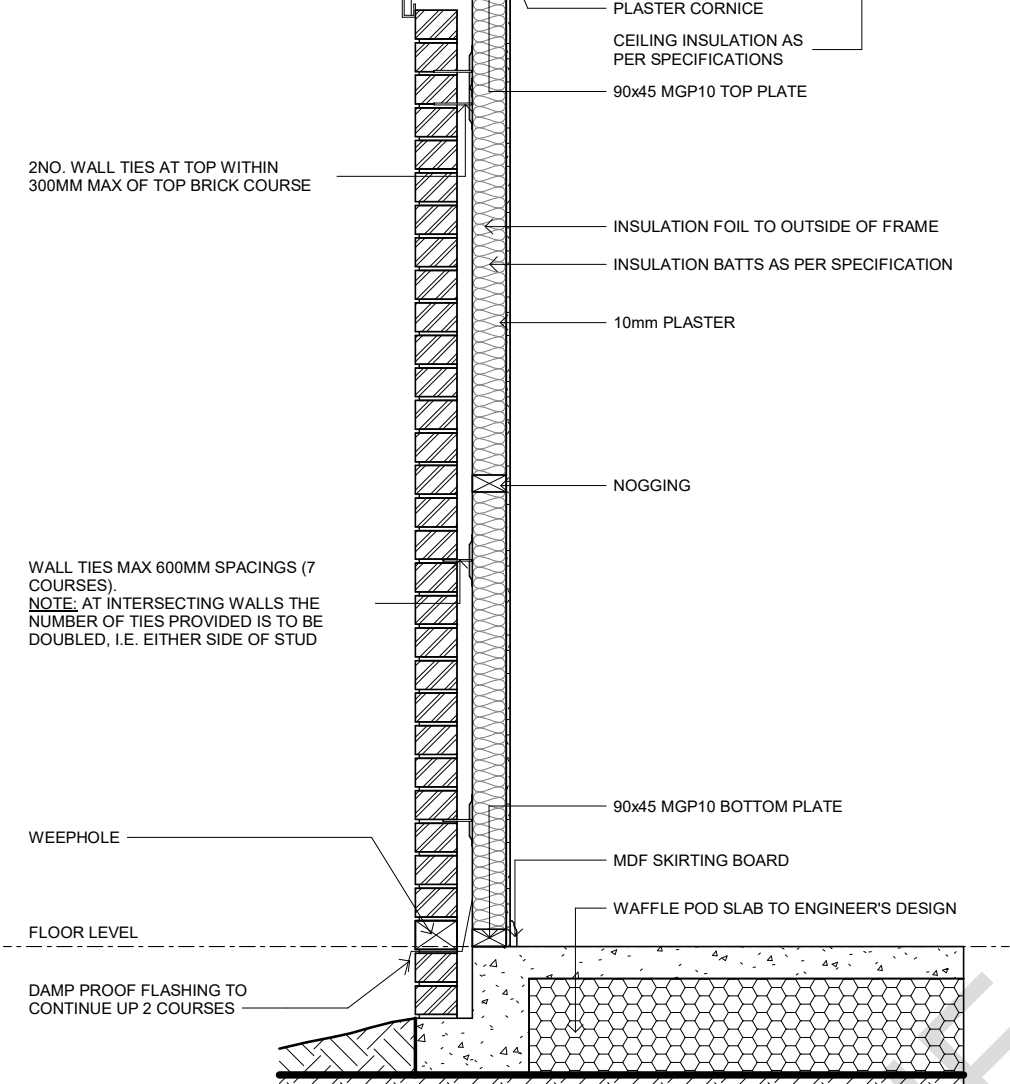
REFER TO ELEVATIONS FOR ROOF MATERIALS AND PITCH

2. Screw pile alternative

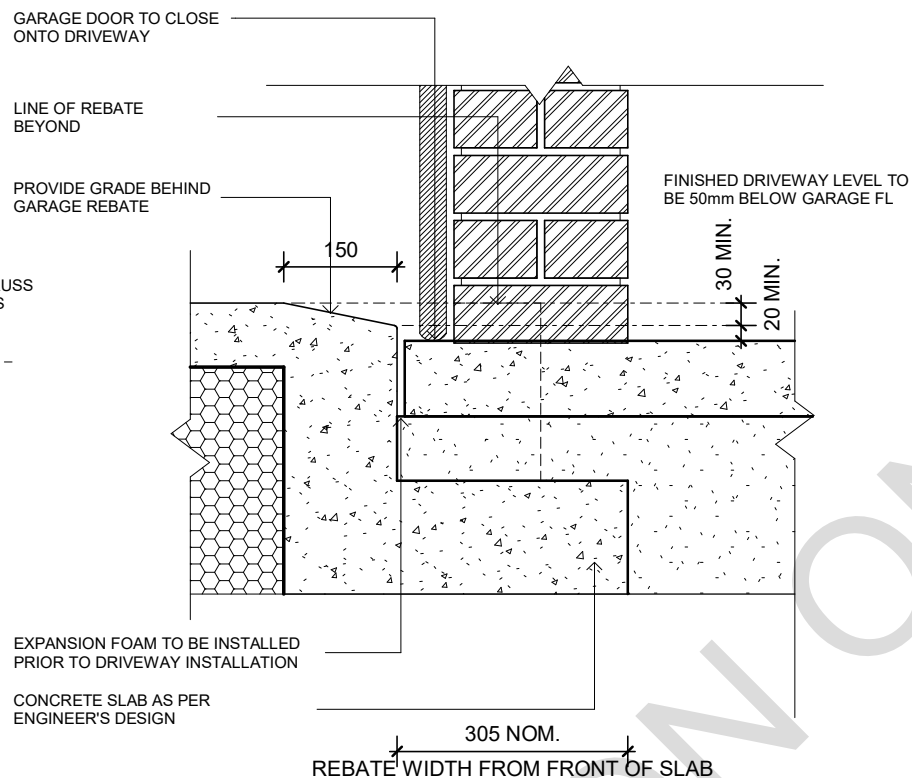
3. Performance solution

4. Melway ref: 388 D8

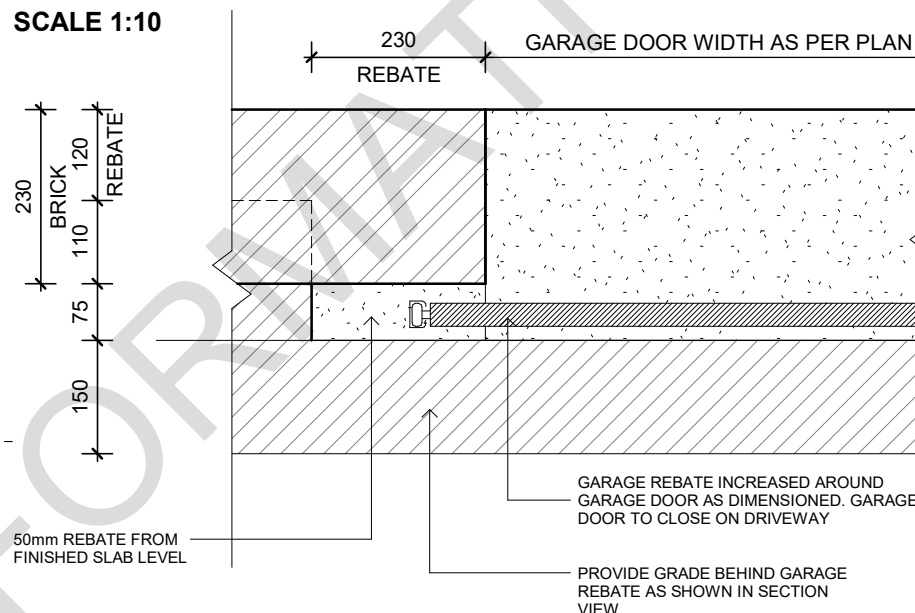
COLORBOND STEEL FASCIA



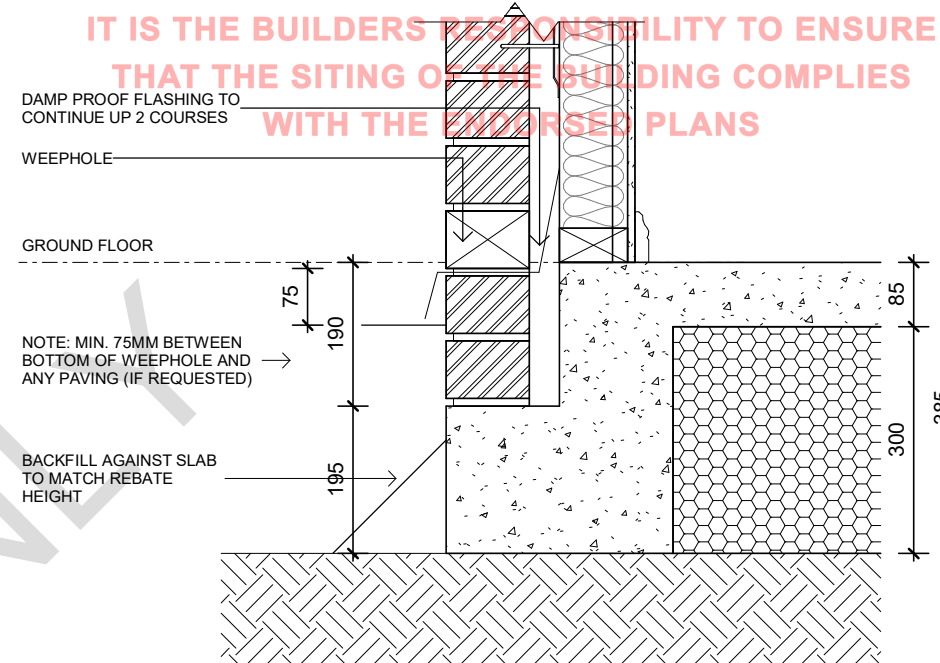
TYPICAL WALL SECTION
CEILING HEIGHT - 2590, NO EAVE
SCALE 1:20



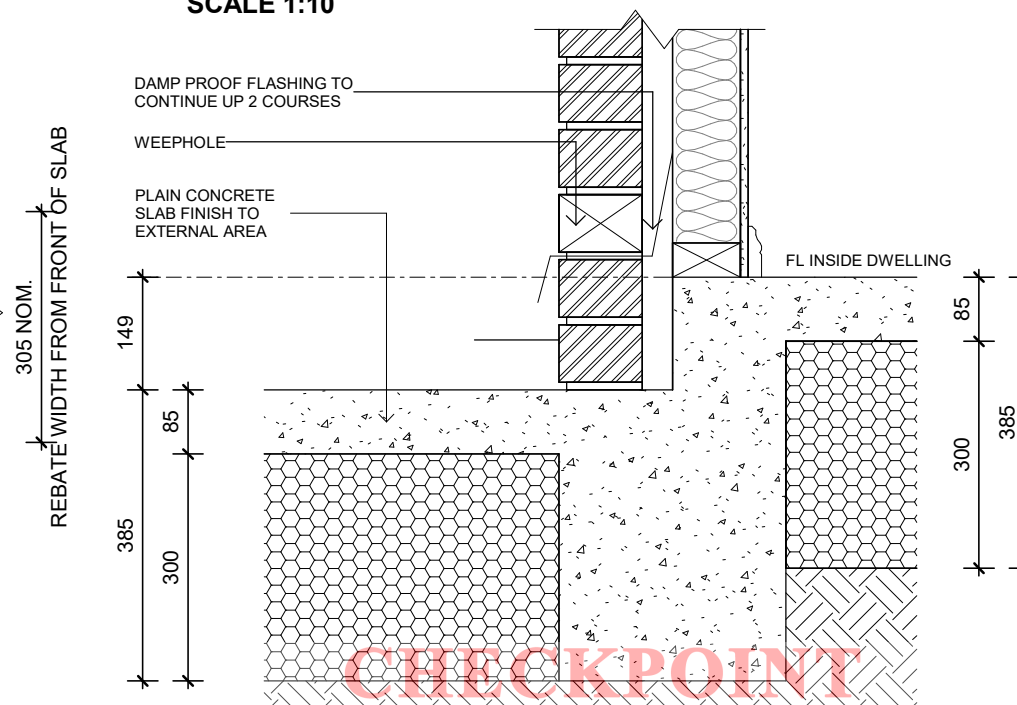
GARAGE FOOTING DETAIL SECTION VIEW
SCALE 1:10



GARAGE FOOTING DETAIL PLAN VIEW
SCALE 1:10



TYPICAL EDGE BEAM SECTION FOR 385mm HIGH SLAB
SCALE 1:10



TYPICAL PORCH/O.LIVING FOR 385mm HIGH SLAB
SCALE 1:10

AMM	TYPE	DATE	SIGN
001.	ADDED LEVELS	20.05.20	RIEM
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003.	ADDED PCV001	15.06.20	RIEM

* NOTE DO NOT SCALE THESE DRAWINGS *

CONTRACT DRAWINGS	
ORBIT HOMES	DATE
CLIENT	DATE
CLIENT	DATE

PROPOSED RESIDENCE FOR: HARIS ALI KHAN

AT: LOT 902 CRICKLADE STREET, WOLLERT

MEL REF: 20864

PERMIT N°: .

JOB N°: 14553

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SECTION, DETAILS

DATE: 17/07/2020

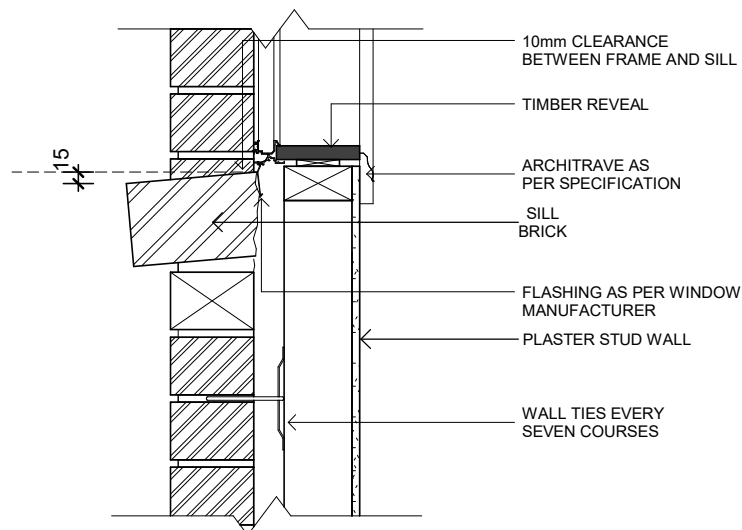
DRAWN: NHAN	DATE: 13/05/20
CHECK: AMA	DATE: 14/05/20
SCALE: ON PAGE	SHEET No: 17 /23
DESIGN CAULFIELD 209	
ELEVATION CAMDEN	
SPECIFICATION PREMIUM 2020	

NOTE: DETAILS SUBJECT TO CHANGE PENDING IMPROVED CONSTRUCTION PRACTISES, TRADE RECOMENDATION & SITE CONDITIONS

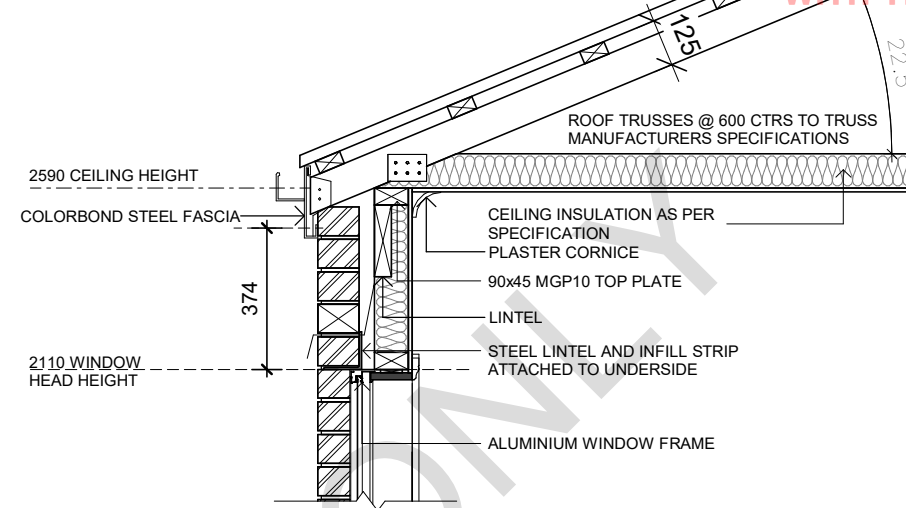
NOTE: DETAILS ONLY APPLICABLE IF REFERENCED ON PREVIOUS DRAWINGS

- 1. Solar HWS
- 2. Screw pile alternative
- 3. Performance solutions exists
- 4. Melway ref: 388 D8

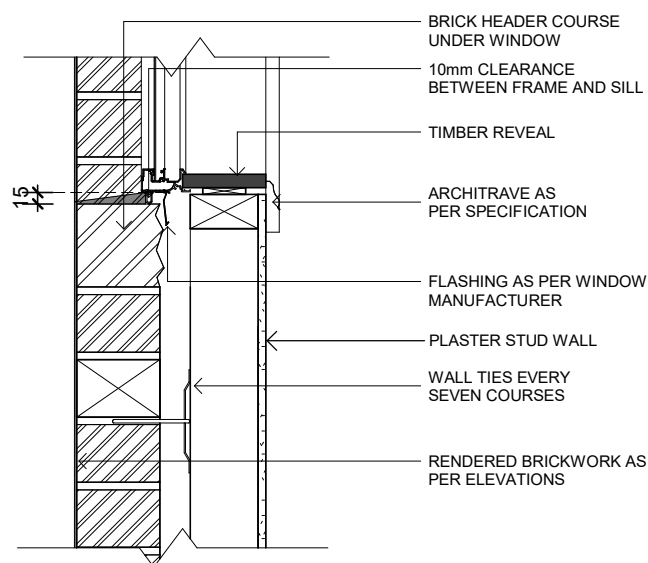
IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SIZING OF THE BUILDING COMPLIES WITH THE ENDORSED PLANS



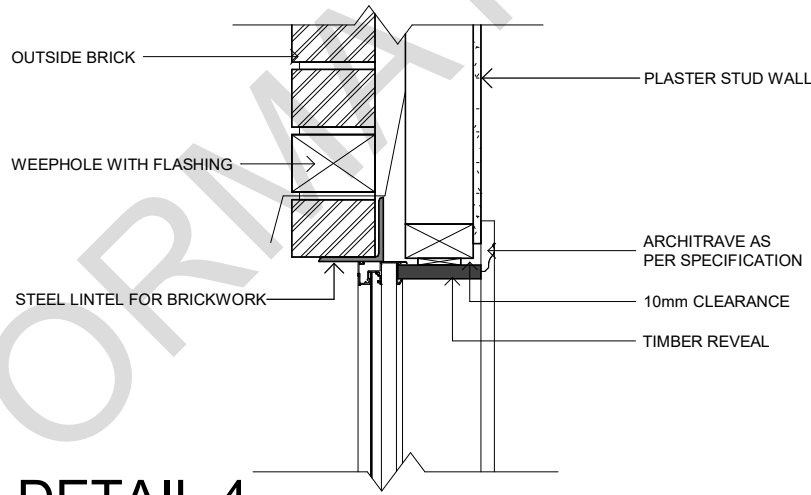
DETAIL 1
TYPICAL FACE BRICK SILL DETAIL
SCALE 1:10



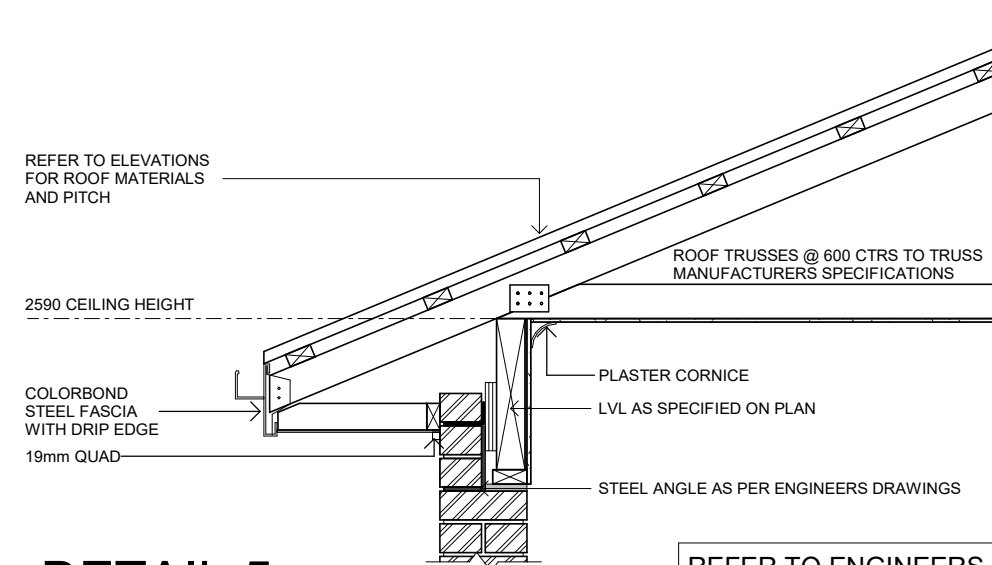
DETAIL 2
BRICKWORK ABOVE OPENINGS (NO EAVE)
SCALE 1:20



DETAIL 3
TYPICAL RENDERED BRICK SILL DETAIL
SCALE 1:10



DETAIL 4
TYPICAL FACE BRICK SILL DETAIL
SCALE 1:10



DETAIL 5
GARAGE DOOR SECTION
SCALE 1:20

REFER TO ENGINEERS DRAWINGS FOR DETAIL

CHECKPOINT
BUILDING SURVEYORS
BUILDING PERMIT
Building act 1993 building regulations 2018

AMM	TYPE	DATE	SIGN
001.	ADDED LEVELS	20.05.20	RIEM
002.	ADDED COLOURS	20.05.20	RIEM
003.	ADDED PCV001	15.06.20	RIEM

CONTRACT DRAWINGS	
ORBIT HOMES	DATE
CLIENT	DATE
CLIENT	DATE

PROPOSED RESIDENCE FOR: HARIS ALI KHAN
AT: LOT 902 CRICKLADE STREET, WOLLERT
MEL REF: 20864
PERMIT N°: . JOB N°: 14553

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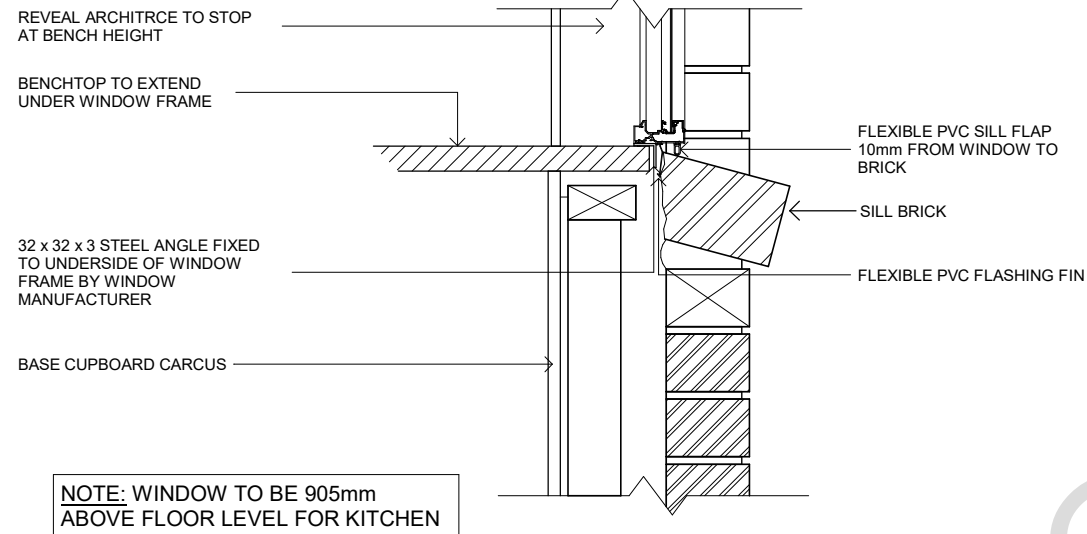
SECTION, DETAILS
RBS: David Bennett
Date: 17/07/2020

DRAWN: NHAN	DATE: 13/05/20
CHECK: AMA	DATE: 14/05/20
SCALE: ON PAGE	SHEET No: 18 /23
DESIGN CAULFIELD 209	
ELEVATION CAMDEN	
SPECIFICATION PREMIUM 2020	

NOTE: DETAILS SUBJECT TO CHANGE PENDING IMPROVED CONSTRUCTION PRACTISES, TRADE RECOMENDATION & SITE CONDITIONS

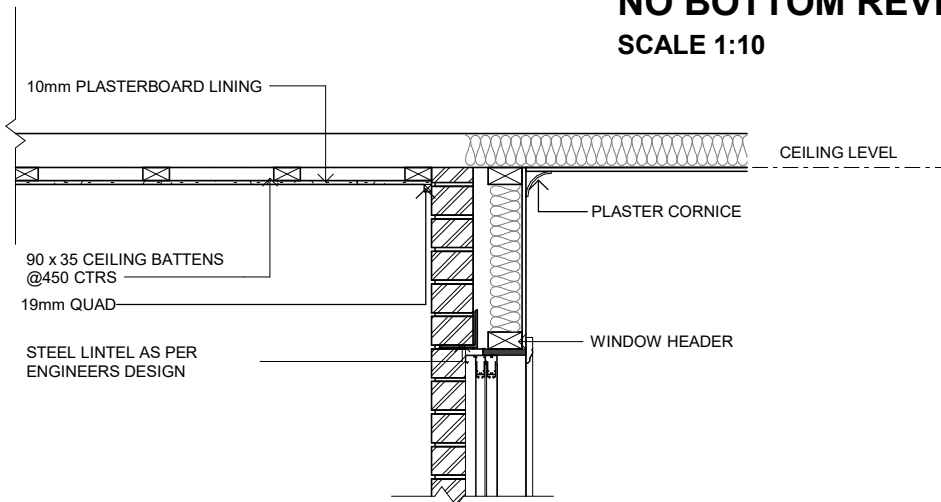
NOTE: DETAILS ONLY APPLICABLE IF REFERENCED ON PREVIOUS DRAWINGS

- 1. Solar HWS
- 2. Screw pile alternative
- 3. Performance solutions exists
- 4. Melway ref: 388 D8



NOTE: WINDOW TO BE 905mm ABOVE FLOOR LEVEL FOR KITCHEN

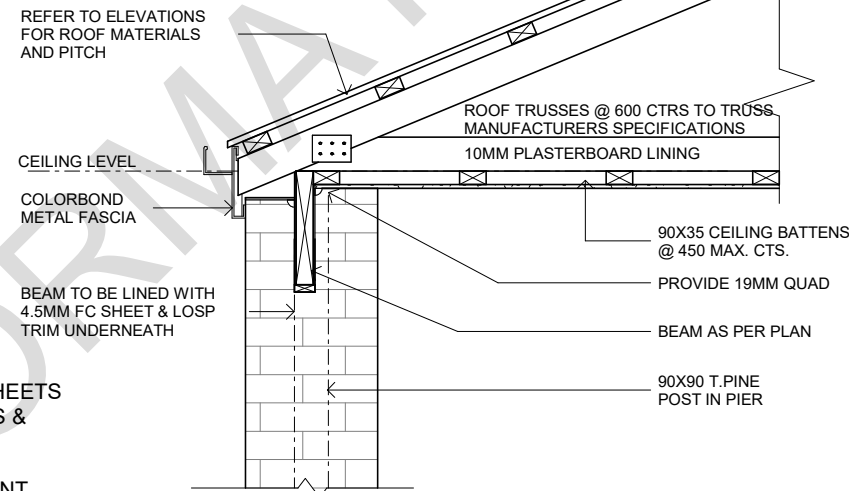
**DETAIL 8
NO BOTTOM REVEAL
SCALE 1:10**



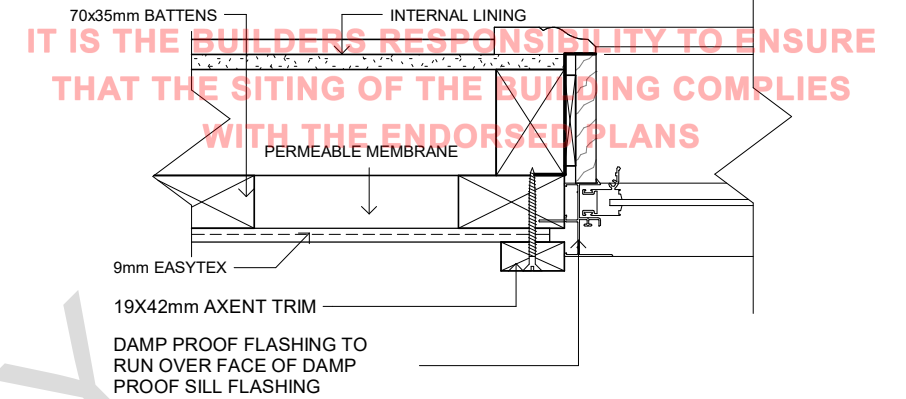
**DETAIL 6
OUTDOOR LIVING/WINDOW DETAIL
SCALE 1:20**

NOTE: PLASTERER TO REMOVE RECESS FROM PLASTER SHEETS TO PERIMETER & KEEP MAX 5mm GAP TO EXTERNAL WALLS & BEAMS

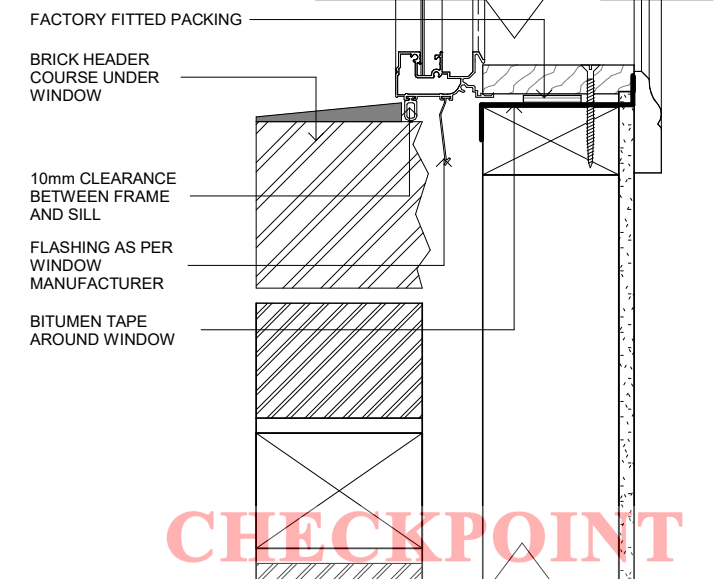
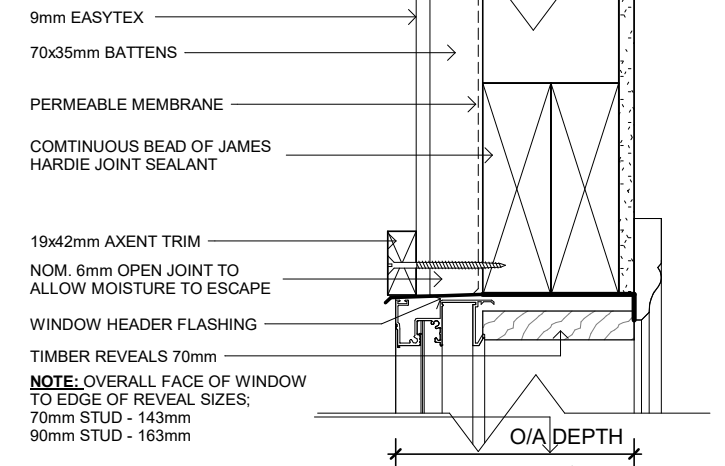
NOTE: CEILING TO BE PAINTED WITH EXTERNAL GRADE PAINT



**DETAIL 7
OUTDOOR LIVING DETAIL
SCALE 1:20**



**WINDOW JAMB WITH TRIM
SCALE 1:5**



**WINDOW HEAD & SILL WITH TRIM
SCALE 1:5**

INSPECTION BOOKING

AMM	TYPE	DATE	SIGN
001.	ADDED LEVELS	20.05.20	RIEM
002.	ADDED COLOURS	20.05.20	RIEM
003.	ADDED PCV001	15.06.20	RIEM

CONTRACT DRAWINGS	DATE
ORBIT HOMES	DATE
CLIENT	DATE
CLIENT	DATE

PROPOSED RESIDENCE FOR: HARIS ALI KHAN
AT: LOT 902 CRICKLADE STREET, WOLLERT
MEL REF: 20864
PERMIT N°: . JOB N°: 14553

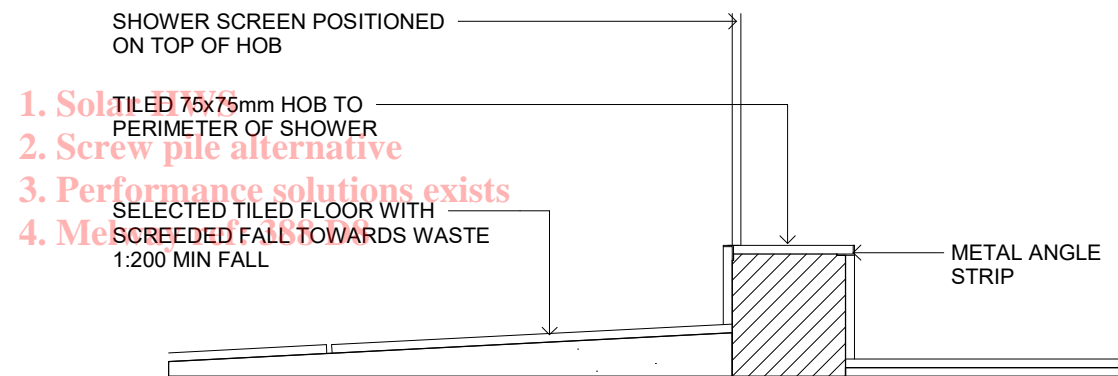
Orbit HOMES
ORBIT HOMES AUSTRALIA PTY. LTD.
286 MT ALEXANDER ROAD
ASCOT VALE. 3032
TEL: (03) 9377 0000 FAX: (03) 9375 4632
www.orbithomes.com.au

SECTION, DETAILS
Date: 17/07/2020

DRAWN: NHAN	DATE: 13/05/20
CHECK: AMA	DATE: 14/05/20
SCALE: ON PAGE	SHEET No: 19 /23
DESIGN CAULFIELD 209	
ELEVATION CAMDEN	
SPECIFICATION PREMIUM 2020	

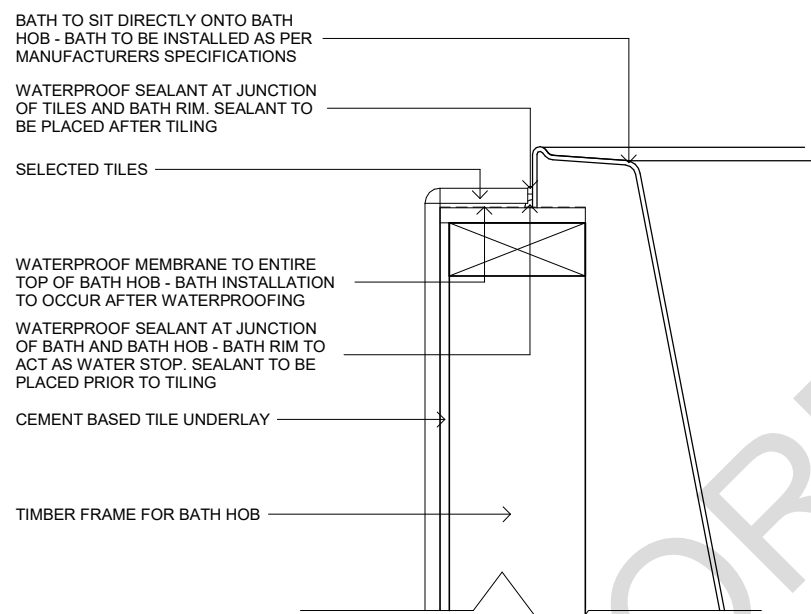
NOTE: DETAILS SUBJECT TO CHANGE PENDING IMPROVED CONSTRUCTION PRACTISES, TRADE RECOMENDATION & SITE CONDITIONS

NOTE: DETAILS ONLY APPLICABLE IF REFERENCED ON PREVIOUS DRAWINGS



- 1. Solar tiles
- 2. Screw pile alternative
- 3. Performance solutions exists
- 4. Metal angle strip

DETAIL 9
SHOWER HOB DETAIL
SCALE 1:5

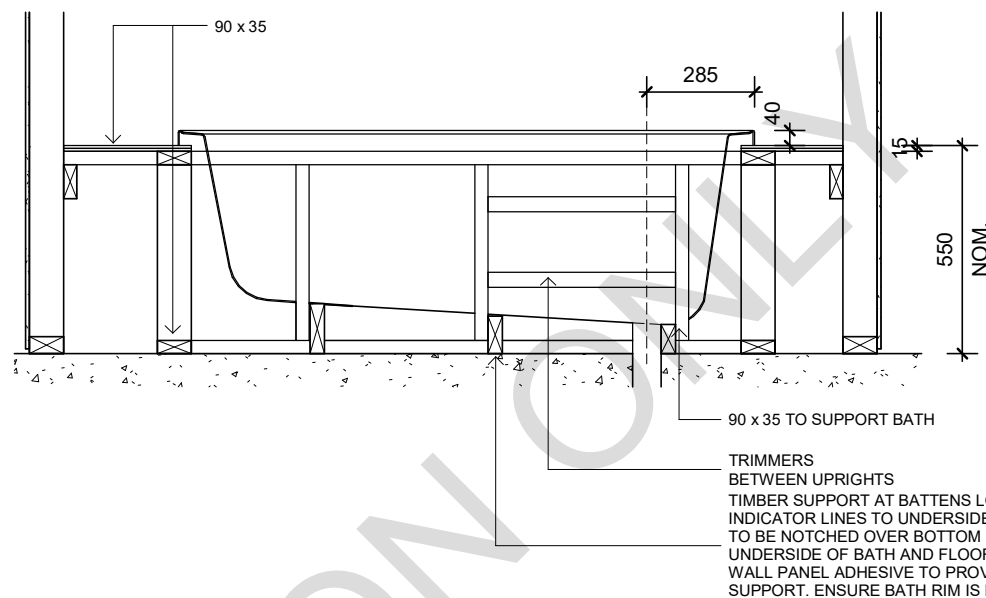


AS PER WET AREA CONSTRUCTION - BATH INSTALLATION WATER STOP REPORT "PBS 289 17" STUART McCLENNAN

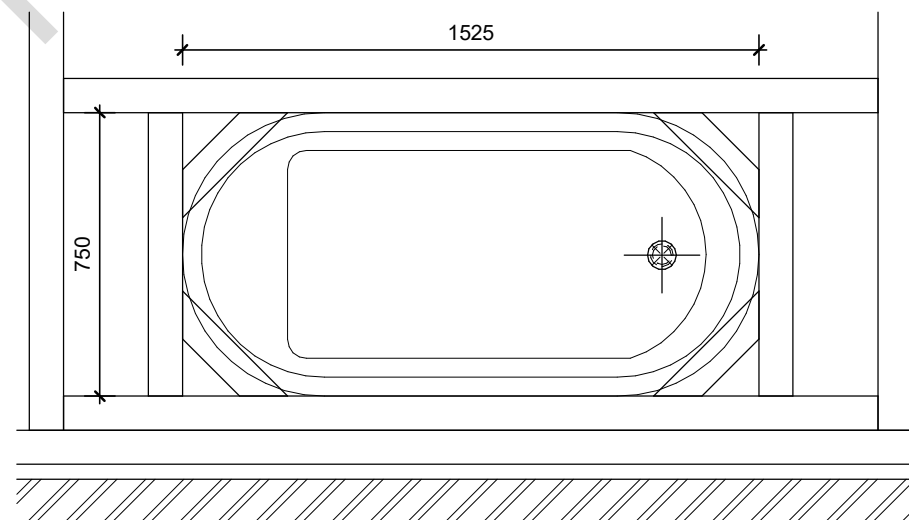
BATH HOB WATERSTOP
ALTERNATIVE SOLUTION DETAIL
NOT TO SCALE

INSTALLATION DETAILS

*ALWAYS REFER TO INSTALLATION INSTRUCTIONS PROVIDED WITH THE BATH TO ENSURE CURRENT INSTALLATION REQUIREMENTS - ADVISE OFFICE IF DETAILS IN BATH DO NOT MATCH THIS DETAIL



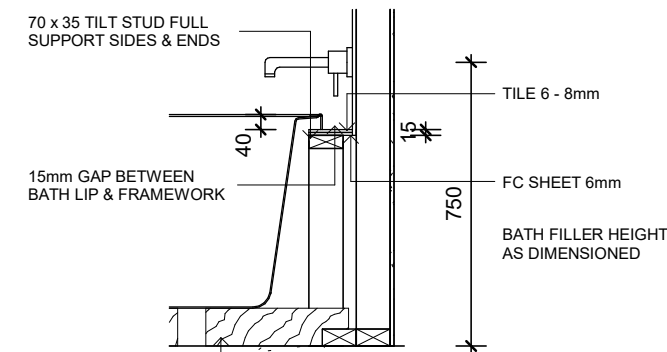
- HOB FRAMING TO BE 90X35 MGP10
- HOB TO BE LINED WITH "VILLABOARD"
- TOP OF HOB TO BE WATERPROOFED
- REFER TO BUILDING CODE OF AUSTRALIAN 2016 - PERFORMANCE SOLUTION REPORT "WET AREA CONSTRUCTION - BATH INSTALLATION WATER STOP" REPORT NUMBER PBS 289 17 FOR WATERSTOP DETAIL



CUTOUT DIMENSIONS
DETAIL 10
BATH HOB & TAP DETAIL
SCALE 1:20

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF THE BUILDING COMPLIES WITH THE ENFORCED PLANS

TAP CONNECTION SCALE 1:20



CHECKPOINT
BUILDING SURVEYORS
BUILDING PERMIT
Building act 1993 building regulations 2018

AMM	TYPE	DATE	SIGN
001.	ADDED LEVELS	20.05.20	RIEM
002.	ADDED COLOURS	20.05.20	RIEM
003.	ADDED PCV001	15.06.20	RIEM

* NOTE DO NOT SCALE THESE DRAWINGS *

CONTRACT DRAWINGS	DATE
ORBIT HOMES	DATE
CLIENT	DATE
CLIENT	DATE

PROPOSED RESIDENCE FOR: HARIS ALI KHAN
AT: LOT 902 CRICKLADE STREET, WOLLERT
MEL REF: 20864
PERMIT N°: . JOB N°: 14553

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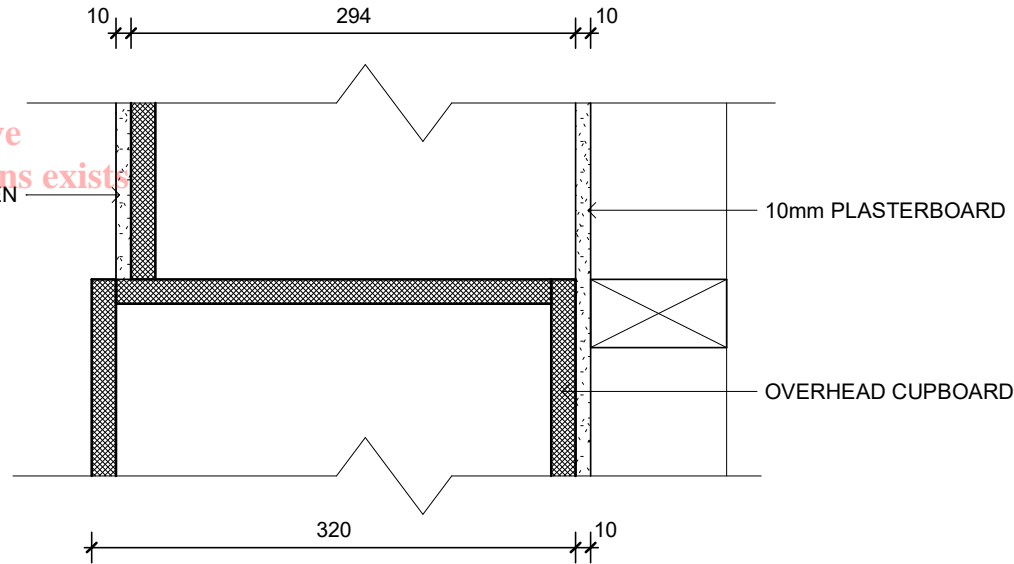
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DRAWN: NHAN
CHECK: AMA
SCALE: ON PAGE
DESIGN: CAULFIELD 209
ELEVATION: CAMDEN
SPECIFICATION: PREMIUM 2020

DRAWN: NHAN	DATE: 13/05/20
CHECK: AMA	DATE: 14/05/20
SCALE: ON PAGE	SHEET No: 20 /23
DESIGN: CAULFIELD 209	
ELEVATION: CAMDEN	
SPECIFICATION: PREMIUM 2020	

NOTE: DETAILS SUBJECT TO CHANGE PENDING IMPROVED CONSTRUCTION PRACTISES, TRADE RECOMENDATION & SITE CONDITIONS

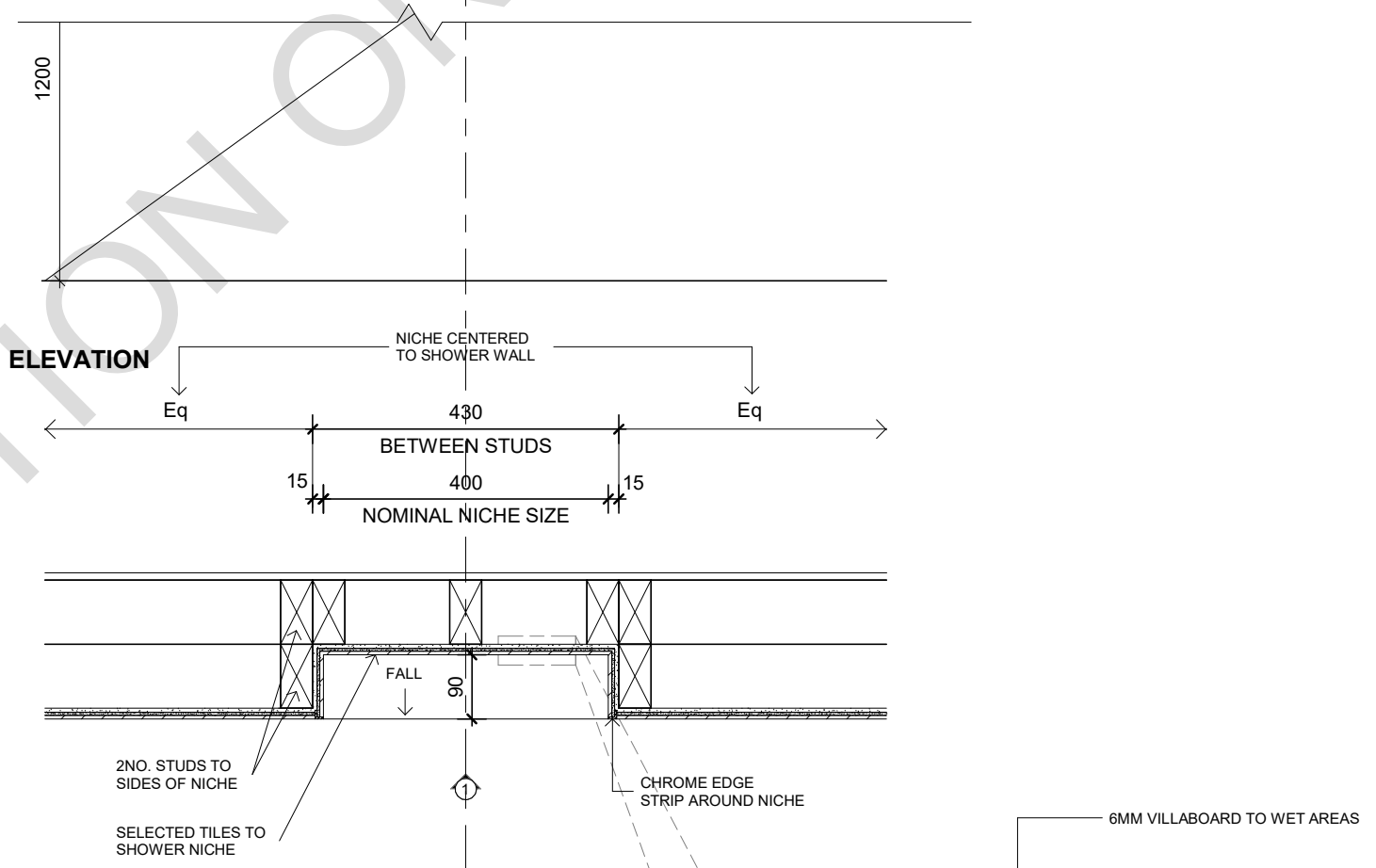
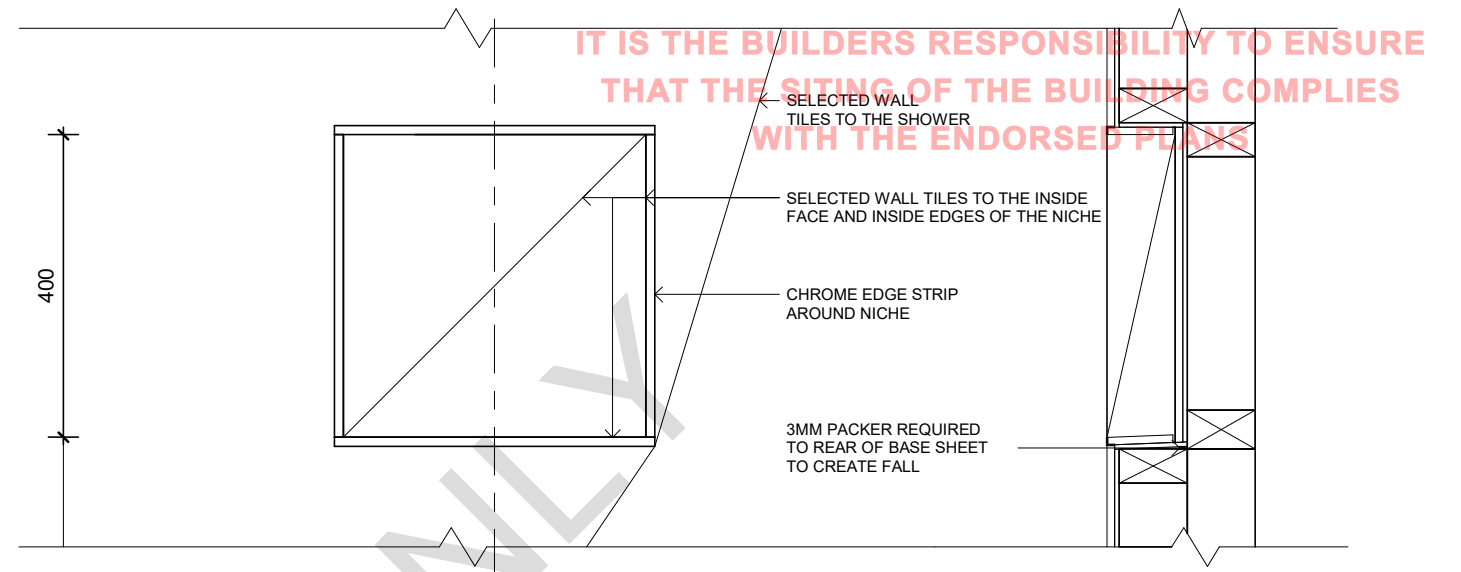
NOTE: DETAIL ONLY APPLICABLE IF REFERENCED ON PREVIOUS DRAWING

- 1. Solar HWS
- 2. Screw pile alternative
- 3. Performance solutions exists
- 4. Manufacturer lined with 10mm plaster



DETAIL 11
OVERHEAD CUPBOARD BULKHEAD DETAIL

SCALE 1:5



PLAN
DETAIL 12
TYPICAL TILED SHOWER NICHE

SCALE 1:10

INSPECTION BOOKING

AMM	TYPE	DATE	SIGN
001.	ADDED LEVELS	20.05.20	RIEM
002.	ADDED COLOURS	20.05.20	RIEM
003.	ADDED PCV001	15.06.20	RIEM

CONTRACT DRAWINGS	
ORBIT HOMES	DATE
CLIENT	DATE
CLIENT	DATE

PROPOSED RESIDENCE
FOR: HARIS ALI KHAN

AT: LOT 902 CRICKLADE STREET,
WOLLERT

MEL REF: 20864

PERMIT N°: .

JOB N°: 14553

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SECTION, DETAILS

DATE: 17/07/2020

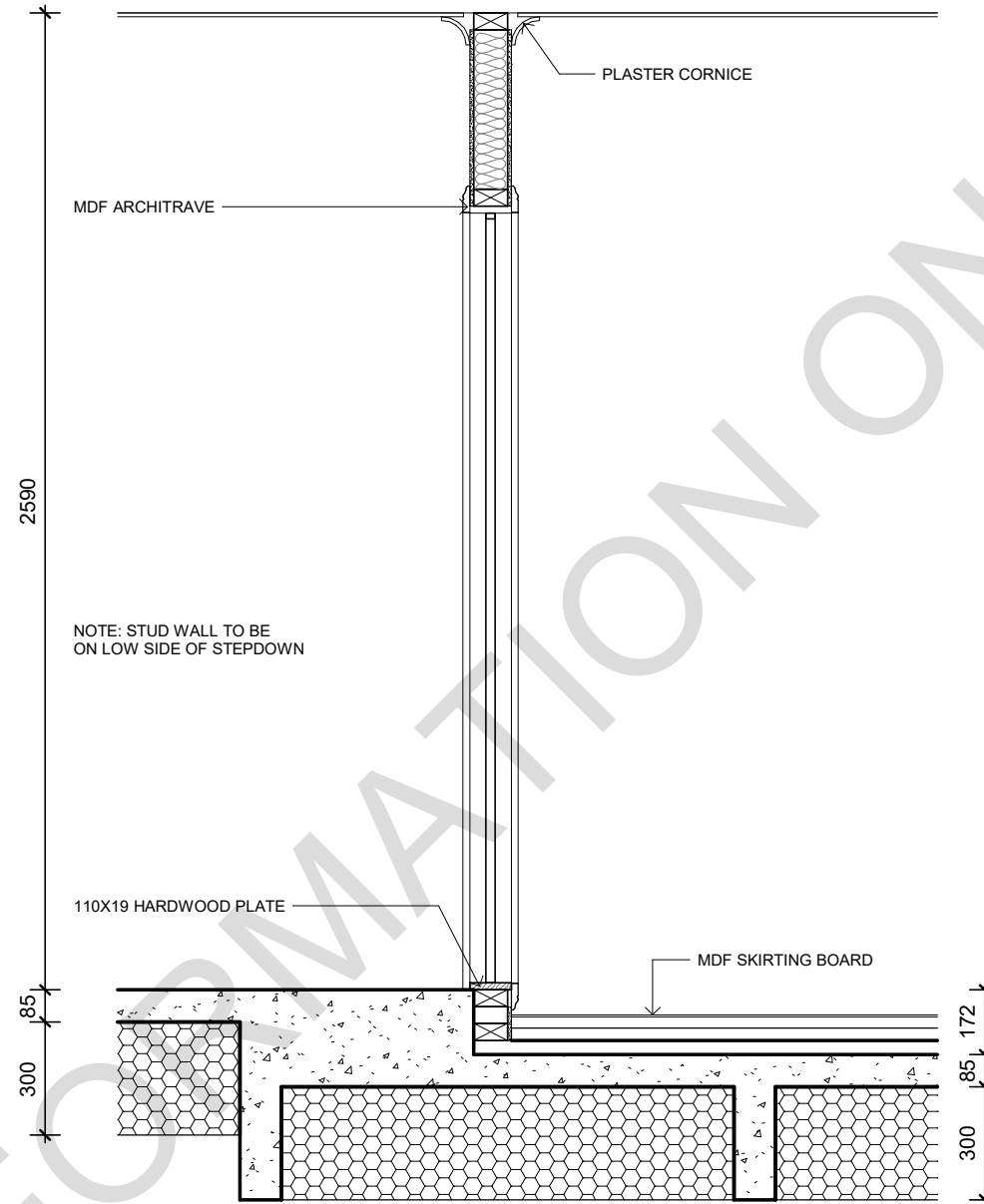
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DESIGN CAULFIELD 209	
ELEVATION CAMDEN	
SPECIFICATION PREMIUM 2020	

NOTE: DETAILS SUBJECT TO CHANGE PENDING IMPROVED CONSTRUCTION PRACTISES, TRADE RECOMENDATION & SITE CONDITIONS

NOTE: DETAIL ONLY APPLICABLE IF REFERENCED ON PREVIOUS DRAWING

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF THE BUILDING COMPLIES WITH THE ENDORSED PLANS

- 1. Solar HWS
- 2. Screw pile alternative
- 3. Performance solutions exists
- 4. Melway ref: 388 D8



DETAIL 13
172mm GARAGE STEPDOWN
 SCALE 1:20

INSPECTION BOOKING

CHECKPOINT
BUILDING SURVEYORS
BUILDING PERMIT

Building act 1993 building regulations 2018

AMM	TYPE	DATE	SIGN
001.	ADDED LEVELS	20.05.20	RIEM
002.	ADDED COLOURS	20.05.20	RIEM
003.	ADDED PCV001	15.06.20	RIEM
* NOTE DO NOT SCALE THESE DRAWINGS *			

CONTRACT DRAWINGS	
ORBIT HOMES	DATE
CLIENT	DATE
CLIENT	DATE

PROPOSED RESIDENCE
 FOR: HARIS ALI KHAN

AT: LOT 902 CRICKLADE STREET,
 WOLLERT

MEL REF: 20864

PERMIT N°: .

JOB N°: 14553

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SECTION, DETAILS

DATE: 17/07/2020

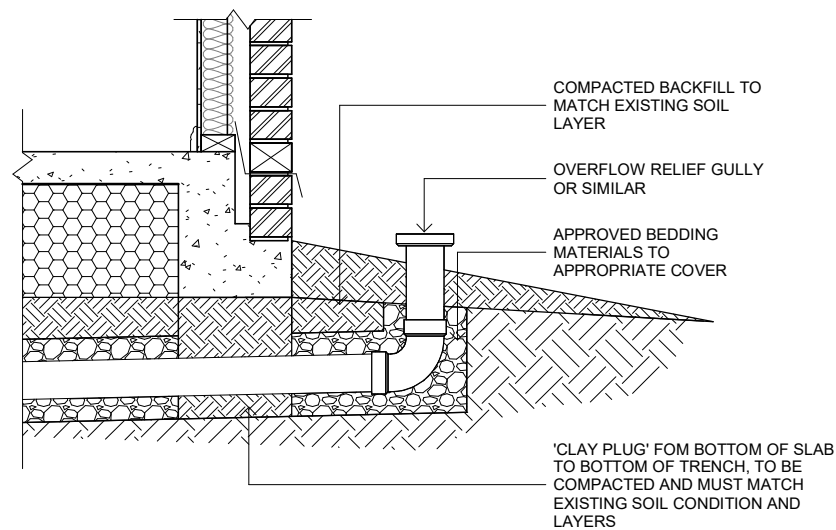
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CHECK: AMA	DATE: 14/05/20
SCALE: 1 : 20	SHEET No: 22 /23
DESIGN CAULFIELD 209	
ELEVATION CAMDEN	
SPECIFICATION PREMIUM 2020	

NOTE: DETAILS SUBJECT TO CHANGE PENDING IMPROVED CONSTRUCTION PRACTISES, TRADE RECOMENDATION & SITE CONDITIONS

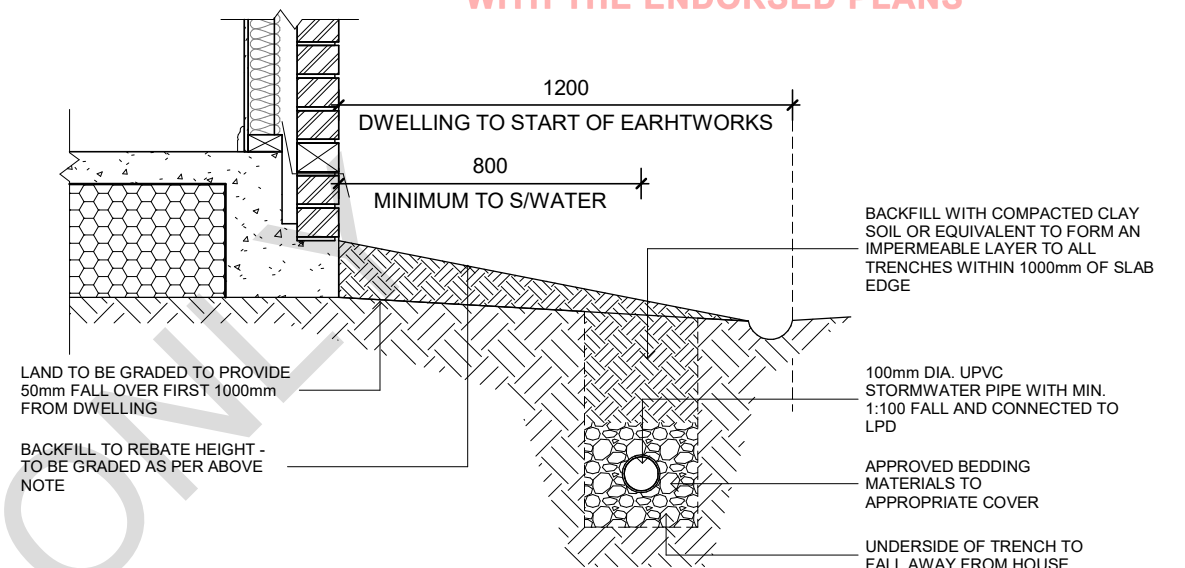
NOTE: DETAIL ONLY APPLICABLE IF REFERENCED ON PREVIOUS DRAWING

DRAINAGE NOTES

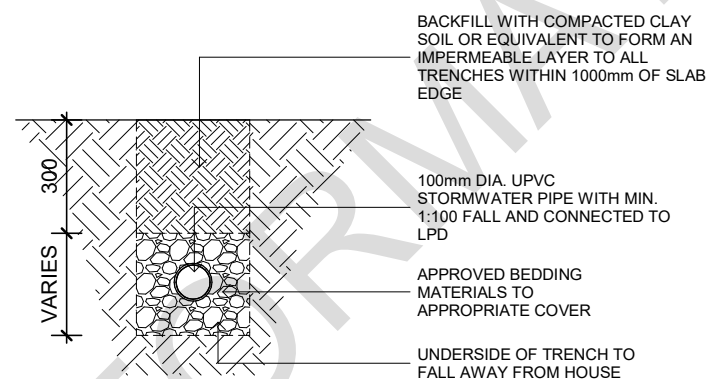
- ALL SURFACE DRAINAGE WORKS SHALL BE INSTALLED IN ACCORDANCE WITH THE ENGINEERS DESIGN DETAIL FOR THE SELECTED FOOTING SYSTEM AND SOIL CLASSIFICATION AND IN ACCORDANCE WITH CLAUSE 5.6.3 DRAINAGE REQUIREMENTS OF AS2870-2011, WHEREIN FOR BUILDINGS ON MODERATELY, HIGHLY AND REACTIVE SITES:
 - SURFACE DRAINAGE SHALL BE CONTROLLED THROUGHOUT CONSTRUCTION AND BE COMPLETED BY THE FINISH OF CONSTRUCTION.
 - THE BASE OF TRENCHES SHALL SLOPE AWAY FROM THE BUILDING.
 - WHERE PIPES PASS UNDER THE FOOTING SYSTEMS, CLAY PLUGS ARE ADOPTED TO PREVENT THE INGRESS OF WATER.
- FOR BUILDINGS ON HIGHLY AND REACTIVE SITES, THE DRAINER SHALL PROVIDE DRAINAGE ARTICULATION TO ALL STORMWATER, SANITARY PLUMBING DRAINS AND DISCHARGE PIPES IN ACCORDANCE WITH CLAUSE 5.6.4 PLUMBING REQUIREMENTS, WHEREIN FLEXIBLE JOINTS IMMEDIATELY OUTSIDE THE FOOTING AND COMMENCING WITHIN 1m OF THE BUILDING PERIMETER ARE REQUIRED TO ACCOMMODATE THE REQUIRED DIFFERENTIAL MOVEMENT BASED ON THE SOIL CLASSIFICATION.
- SURFACE WATER MUST BE DIVERTED AWAY FROM THE DWELLING AND GRADED AWAY FROM ALL FOUNDATIONS TO GIVE A SLOPE OF NOT LESS THAN 50mm OVER THE FIRST 1000mm FROM THE DWELLING.
- SUBSURFACE DRAINS TO REMOVE GROUND OR TABLE WATER SHALL BE DETAILED BY THE DESIGN ENGINEER. FUTUREMORE, DAMP-PROOFING MEMBRANE IN ACCORDANCE WITH 5.3.3 SHALL BE INSTALLED FOR GROUNDWATER OR AGGRESSIVE SOILS.



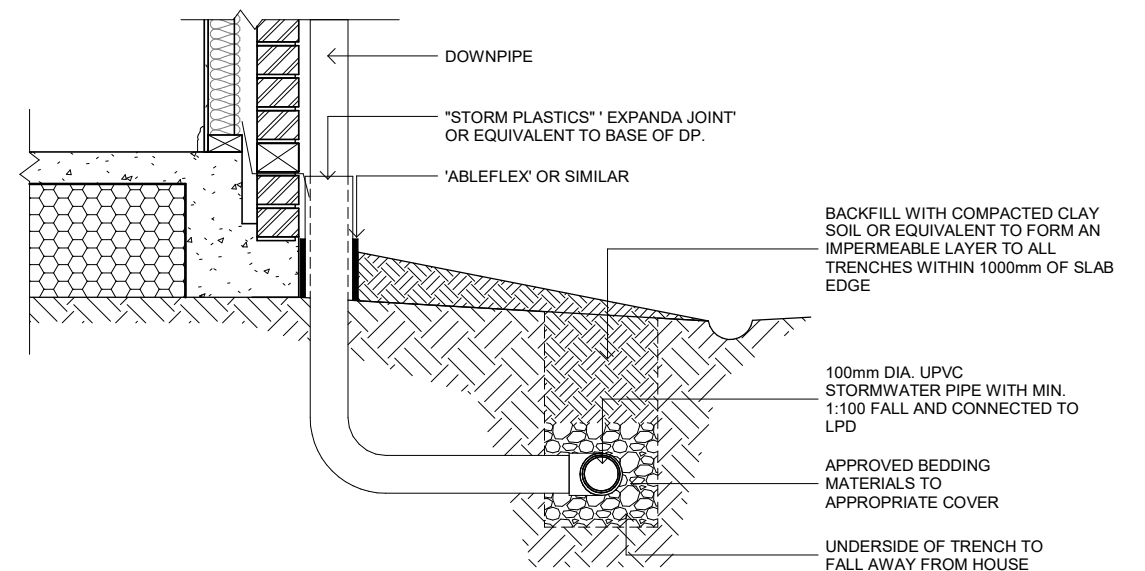
CLAY PLUG DETAIL
SCALE 1:20



TYPICAL STORMWATER PIPE
SCALE 1:20



TYPICAL TRENCH DETAIL
SCALE 1:20



TYPICAL DOWNPIPE TO STORMWATER PIPE CONNECTION
SCALE 1:20

MIN. REQUIREMENTS EXPANSION JOINTS CAPACITY

SITE CLASS	EXPANDER MOVEMENT RANGE	SWIVEL ROTATION RANGE
'E'	150mm	15°
'H1&H2'	70mm	15°
'M'	MIN. 25mm LAGGING THROUGH FOOTINGS	NOT APPLICABLE

MIN. REQUIREMENTS FOR SEWER ARTICULATION

SITE CLASS	SEWER EXIT POINTS & ORG		RISERS		
	SWIVEL	EXPANDER	EXPANDER	LAGGING	
'M'	1	0	0	MIN. 25mm	
'H1'	1	1	1**	MIN. 50mm	
'H2'	2	1	1**	MIN. 50mm	
'E'	2	1	X*	MIN. 50mm	

* - EXPANDER REQUIRED ON ALL RISERS
** - MAX. DEPTH OF SEWER TO UNDERSIDE OF SLAB TO BE 500mm FOR CLASS M & 600mm FOR CLASS H OTHERWISE EXPANDER JOINT REQUIRED

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001.	ADDED LEVELS	20.05.20	RIEM
002.	ADDED COLOURS	20.05.20	RIEM
003.	ADDED PCV001	15.06.20	RIEM

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CONTRACT DRAWINGS	
ORBIT HOMES	DATE
CLIENT	DATE
CLIENT	DATE

PROPOSED RESIDENCE FOR: HARIS ALI KHAN
AT: LOT 902 CRICKLADE STREET, WOLLERT
MEL REF: 20864
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SECTION, DETAILS
DRAWN: NHAN DATE: 13/05/20
CHECK: AMA DATE: 14/05/20
SCALE: ON PAGE SHEET No: 23 /23
DESIGN CAULFIELD 209
ELEVATION CAMDEN
SPECIFICATION PREMIUM 2020

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF THE BUILDING COMPLIES WITH THE ENDORSED PLANS

CHECKPOINT BUILDING SURVEYORS
BUILDING PERMIT
Building act 1993 building regulations 2018

FORM 16

Regulation 192

Building Act 1993

Building Regulations 2018

OCCUPANCY PERMIT



PROPERTY DETAILS

Lot 902 (12) Cricklade Street, Wollert - 3750

LP/PS	VOLUME	FOLIO	COUNTY
PS817664S	12196	605	
CROWN ALLOTMENT	SECTION	PARISH	
MUNICIPAL DISTRICT			
City of Whittlesea			

BUILDING PERMIT DETAILS

Building Permit No.: 6847258807357
 Version of the BCA applicable to building permit: National Construction Code Building Code of Australia 2016 – Volume 2

BUILDING DETAILS

Proposed construction of a new dwelling and garage

PART OF BUILDING WHICH PERMIT	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Ground Floor	1a(a)	Dwelling	1.5 kPa	NA
Ground Floor	10a	Garage	2.5 kPa	NA

PERFORMANCE SOLUTION (IF APPLICABLE)

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

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.2.1 – Rainwater management 2. P2.2.2 – weatherproofing 3. P2.2.3 – dampness	1. To allow the garage floor to be at the same height as the internal floor of dwelling. 2. To allow the damp-proof course/flashing and weepholes to be level with the paving within 1m of the garage entry. 3. To allow the garage car and pedestrian entry door to be considered to be a weatherproof opening. 4. To allow the garage vehicle entry to be considered to be weatherproof opening. The garage vehicle entry door to close onto a graded entrance ramp or rebate. The garage entrance is designed to redirect any water on the door away from the inside of the garage. 5. To allow the garage floor to be a minimum of 50mm above the external landscaping including driveway. 6. To allow the grade of the driveway and entrance door threshold to control surface water.

PERFORMANCE SOLUTION (IF APPLICABLE)

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

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.4.1	To allow the top flange of the bath to be sealed to the bath hob waterproof membrane with flexible waterproof sealant to create a waterstop.

PERFORMANCE SOLUTION (IF APPLICABLE)

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

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.2.1 – Rainwater management 2. P2.2.2 – weatherproofing 3. P2.2.3 – dampness	To allow the damp-proof course/flashing in the masonry veneer walls to be installed level with the adjoining paving at the front entry porch and the alfresco areas (also known as outdoor living areas) protected by a roof overhang.

PERFORMANCE SOLUTION (IF APPLICABLE)

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

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.3.1 – Fire spread	1. To allow the exposed ends of the eaves to Class 10a building attached to a Class 1a dwelling, located with 900mm of the allotment boundary to be protected from the spread of fire using vertical 15 mm (minimum thickness) fibre cement sheet and non-combustible construction.

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance to actions	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

PRESCRIBED REPORTING AUTHORITIES

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

REPORTING AUTHORITY	MATTER REPORTED ON OR CONSENTED TO	REGULATION No.
1. City of Whittlesea	Report & Consent – Legal Point of Discharge of Storm Water	133(2)

CONDITIONS

Occupation is subject to the following conditions:

1. It is the owner's responsibility to maintain the property in accordance with the Guide To Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring.
2. The connection of water and gas (if required) with the relevant supply authorities.

SUITABILITY FOR OCCUPATION

At the date of this Occupancy Permit is issued the building to which this permit applies is suitable for occupation.

DATE OF FINAL INSPECTION

12/12/2020

RELEVANT BUILDING SURVEYOR

David Dennerley

REGISTRATION No.

BS-L 60053

BUSINESS

Checkpoint Building Surveyors
 Address: 226 Normanby Road Southbank VIC 3006
 Email: enquiries@check-point.com.au
 Phone: (03) 9673 0000

OCCUPANCY PERMIT No.

6847258807357

SIGNATURE



DATE OF ISSUE

17/12/2020

NOTES:

1. In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. This occupancy permit is not evidence compliance with the Building Act 1993 or the Building Regulations 2018; and
2. Regulation 226 of the Building Regulations 2018 requires the owner of a building to maintain all essential services.

INFORMATION

Domestic Building Insurance

Certificate of Insurance

Haris Ali Khan
U 22 4 Delany Lane
CRAIGIEBURN
VIC 3064

Policy Number:
C517057

Policy Inception Date:
02/06/2020

Builder Account Number:
007268

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

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **12 Cricklade St WOLLERT VIC 3750 Australia**

Carried out by the builder: **ORBIT HOMES AUSTRALIA PTY LTD**

Builder ACN: **080735771**

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

For the building owner(s): **Haris Ali Khan**

Pursuant to a domestic building contract dated: **29/05/2020**

For the contract price of: **\$ 239,061.00**

Type of Cover: **Cover is only provided if ORBIT HOMES AUSTRALIA PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

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

IMPORTANT

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

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

Period of Cover

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

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

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

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$790.00
GST:	\$79.00
Stamp Duty:	\$86.90
Total:	\$955.90

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

Below are some example of what to look for

