

Contract of Sale of Land

Property:

139 Brightvale Boulevard, Wyndham Vale VIC 3024

Westgate Conveyancing Pty Ltd
Suite 206, 2 INFINITY Drive
TRUGANINA VIC 3029
Tel: 03 9917 8496
PO Box 8410, Tarneit VIC 3029
Ref: ASD:WG-213541

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: RAVINDER PAL SINGH and NAVDEEP SAINI

State nature of authority, if applicable:

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

Particulars of Sale

Vendor's estate agent

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

Vendor

Name: RAVINDER PAL SINGH and NAVDEEP SAINI
Address: _____
ABN/ACN: _____
Email: _____

Vendor's legal practitioner or conveyancer

Name: Westgate Conveyancing Pty Ltd
Address: Suite 206, 2 INFINITY Drive, Truganina VIC 3029
PO Box 8410, Tarneit VIC 3029
Email: info@westgateconveyancing.com.au
Tel: 03 9917 8496 Mob: _____ Fax: _____ Ref: WG-213541

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 12574 Folio 504	1424	PS 902286A

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: 139 Brightvale Boulevard, Wyndham Vale VIC 3024

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

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

- the above date; and
- the 14th day after the occupancy permit is issued.

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.*

Contract of Sale of Land - General Conditions

1 ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or

- (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

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

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

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
 - (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
 To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
 - (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
 - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

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

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

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

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

21. BUILDING REPORT

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

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

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

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

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

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

22. PEST REPORT

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

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

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

- (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgment network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

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

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
 - (a) specify the particulars of the default; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We, of
and of
being the **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.....)

SPECIAL CONDITIONS

Special condition 1 – Purchaser's acknowledgements

The land and buildings as sold hereby and inspected by the purchaser is sold on the basis of existing improvements including fencing, sheds, swimming pool or spa (if applicable) and the purchaser shall not make any requisition or claim any compensation for any deficiency, defect or noncompliance of the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections or compliance by the relevant authorities in respect of any improvements herein.

Special condition 2 – Settlement re-scheduling fee

Without limiting any other rights of the Vendor, the Purchaser acknowledges and agrees notwithstanding any other provision in this contract, if the Purchaser delays settlement for any reason whatsoever or request an extension or variation to the due date, the Purchaser must pay costs incurred as a result of each delay, being \$200.00 plus GST. This is in addition to any other costs the Purchaser is liable for under this Contract and this fee is to be allowed on the Adjustment statement.

Special condition 3 – Auction

3.1 If the Property is offered for sale by public auction (subject to the vendor's reserve price), the Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulations which may modify or replace those Rules.

3.2 In addition to the Statutory Rules applicable to this auction, the following conditions apply:

3.2.1 The bidder to whom the auctioneer knocks the property down is the Purchaser and must, immediately on the fall of the hammer, sign this contract and pay the deposit;

3.2.2 If the Purchaser does not sign the Contract and pay the deposit within 15 minutes after the auctioneer has knocked the property down, the vendor may sell the property by auction or private treaty to any other person, and the Purchaser:

(a) has no right of action against the Vendor or the Vendor's agent or auctioneer;

(b) is not entitled to call for a contract of sale of the property;

(c) has no legal or equitable interest in the property; and

(d) must pay the Vendor on demand a deficiency in price on the re-sale (if any) and the Vendor's costs and expenses of re-sale.

Special condition 4 – Representations, warranties and acknowledgments

4.1 The Purchaser enters into this Contract entirely as a result of the Purchaser's own enquiries and the Purchaser warrants to the Vendor that it has not nor has anyone on the Vendor's behalf made any representation other than as set out in this Contract which has in any manner influenced the Purchaser to enter into this Contract. The Purchaser does not rely on any representation letter document correspondence or arrangement whether oral or in writing as adding to or amending the terms conditions warranties and arrangements set out in this written Contract.

Special condition 5 – Purchaser’s Acknowledgements – Identity of Land

5.1 The purchaser admits that the property as offered for sale and inspected by it is identical with that described in the title particulars give in the Particulars of Sale to this Contract.

Special condition 6 – Finance

General condition 20.2 (c) herein shall be deleted and substituted to ready as follows: -(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan from approved lending institution (not from a broker), on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor. Such notice must be on a formal letter head from approved lending institution which the loan application was applied to.

Business day means any day which is not a Sunday, Saturday or proclaimed public holiday in the state of Victoria. Duration of a business day is deemed as 9:00 AM to 5:00 PM

Special condition 7 – FIRB

7.1 The Purchaser warrants it is ordinarily resident in Australia and does not require the consent of the Foreign Investment Review Board (“FIRB”) to the purchase of the property. In the event, notwithstanding this warranty, that any fine or penalty is incurred by the Vendor for the purchaser’s non-compliance to the Foreign Acquisitions and Takeovers Act 1975 relating to the foreign acquisition of certain land interests and to foreign control of certain business enterprises and mineral rights, then the Purchaser shall indemnify and keep indemnified the Vendor against such fine or penalty. This clause shall not merge on completion

Special condition 8 – Adjustments

8.1 General condition 23.3 is replaced with the following: 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. All certificates and information shall be issued within 3 months from the date of and prior to settlement. The responsibility of the purchaser to provide the aforementioned certificates and information is irrespective of the validity of any document or information provided and contained in the Vendor’s Statement

Special condition 9 – Swimming Pools & Spa

The vendor makes no guarantees or representations that any pool or spa on the property has been registered with the relevant council or that the pool or spa has a compliant safety barrier. The purchaser acknowledges and agrees that it shall be responsible for registering the pool or spa with the council. The purchaser may not make any objection or a requisition, claim any compensation or delay settlement as a result of a pool or spa does not have a compliant safety barrier or as a result of the issue or none issuance, lodgement or non-lodgement of any certificate of barrier compliance.

Special condition 10 – Nomination

To validly nominate a substitute or additional purchaser under General Condition 4, the

Purchaser must:

- a) make its nomination in writing to the Vendor not less than 14 days before the Settlement Date;

- b) ensure the nomination includes an acknowledgement by the nominee that the Vendor's legal Costs of re-preparing documentation arising from the nomination are paid at Settlement;
- c) not be in default under this Contract of Sale when the nomination is made.
- d) The Purchaser acknowledges (and must procure the acknowledgement of the nominee) that the Vendor will incur additional legal Costs arising from the Purchaser's nomination as the Vendor's Lawyer/Conveyancer will be required to re-prepare records, re-prepare the State Revenue Office's stamp duty declaration and re-prepare the notices of disposition. The Purchaser (or its nominee) agrees to pay the Vendor's legal costs of \$220.00 in relation to the nomination, payable at Settlement.

Special condition 11 – Condition of the Property

11.1 The property and any chattels are sold:

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

11.2. The Purchaser acknowledges having carried out his/ her own searches with the relevant council/water and any other authority applicable to the property for accurate information and has obtained all information in relation to all matter and relies and admits that he/she is satisfied with same. The Purchaser cannot seek any costs or claim compensation from the Vendor in relation to any search and or information obtained by the Purchaser.

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

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

11.5 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require

the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

Special condition 12 – Dwelling

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

Special condition 13- Default Notice

The vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date specified in the contract of sale or any other date as may have been mutually agreed to by the parties, then the Purchaser will pay to the Vendor;

13.1 Interest on the balance owing under the Contract of sale, from the due date, at the rate of 2% per annum plus the rate for the time being fixed by the Penalty Interest Rates Act 1983 as well as the following expenses;

13.2 All reasonably foreseeable losses incurred by the vendor resulting from the purchaser's breach of this contract of sale. which includes additional legal fees of the Vendor's Solicitor, and legal costs of Notice of Default, which amounts are to be paid at settlement;

13.3 In the event the Vendor is required to issue a Default Notice, the Purchaser shall pay the cost of \$800 + GST due to the Vendor's Solicitors, for each Default Notice issued.

13.4 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 sale to this Contract or on a subsequent date to which the vendor has agreed to, the Purchaser shall pay to the Vendor's solicitors an amount of \$300 + GST for each extension of date, representing the contribution to the Vendor's additional legal costs. This provision does not intend to limit the rights of the Vendor under this contract.

Special condition 14- Reasonably Foreseeable Loss for failing to settle

In GC 32 & the expression "any reasonably foreseeable loss" (without limiting the generality of those words) include:

14.1 all costs and expenses incurred by the vendor as a result of the delay/breach from the settlement date on the contract of Sale;

14.2 additional legal costs, expenses and disbursements between the Solicitor and Vendor due to the delay/breach, including legal costs of Notice of Default, which amounts are to be paid at settlement;

14.3 all additional interest, penalties, fees and charges payable to lenders under any existing mortgages over the property calculated from the due date including bridging loans;

14.4 Penalties payable by the vendor to a third party resulting from the delay in completion of this settlement;

14.5 all costs incurred by the Vendor either directly or indirectly in reselling the property including but not limited to the cost of marketing, advertising and commissions; incurred by the Vendor as a result of the Purchaser failing to pay the residue of the Price (except where the failure has arisen because of the Vendor being in breach of this contract) on the date fixed by the Contract or any other date agreed by the parties.

Special condition 15. Land Tax

15.1 General Condition 23.2(b) is deleted.

15.2 For the purpose of General Condition 23, land tax and windfall gains tax will not be adjusted at settlement, pursuant to section 10G and 10H of the Sale of Land Act 1962 (Vic).

Special condition 16. Finance

General condition 20 is added:

16.1 Where general condition 20.2(b) applies, the words “and provides evidence satisfactory to the vendor of those endeavours” are inserted after the word “loan” in general condition 20.2(b).

16.2 Should the purchaser end the contract on the basis that it is unable to obtain finance approval by the approval date, the purchaser must provide written proof to the vendor from the nominated lender refusing finance approval to the purchaser, failing which the purchaser shall be deemed to have obtained approval of finance and this contract shall be deemed to be unconditional in respect of finance.

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	139 BRIGHTVALE BOULEVARD, WYNDHAM VALE VIC 3024
------	---

Vendor's name	RAVINDER PAL SINGH	Date	/ /
Vendor's signature	<div></div>		
Vendor's name	NAVDEEP SAINI	Date	/ /
Vendor's signature	<div></div>		

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 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 2

VOLUME 12574 FOLIO 504

Security no : 124119504316H
Produced 31/10/2024 05:55 PM

LAND DESCRIPTION

Lot 1424 on Plan of Subdivision 902286A.
PARENT TITLE Volume 12454 Folio 432
Created by instrument PS902286A 26/09/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
RAVINDER PAL SINGH
NAVDEEP SAINI both of 4 DROVER AVENUE MANOR LAKES VIC 3024
AY525852N 23/10/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY525853L 23/10/2024
BNY TRUST COMPANY OF AUSTRALIA LTD

COVENANT PS902286A 26/09/2024

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
AL114846N 28/05/2014

AGREEMENT Section 173 Planning and Environment Act 1987
AQ257914E 18/09/2017

AGREEMENT Section 173 Planning and Environment Act 1987
AQ257915C 18/09/2017

DIAGRAM LOCATION

SEE PS902286A FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS902286A (B)	PLAN OF SUBDIVISION	Registered	26/09/2024
AY430501X (B)	REMOVAL OF ENCUMBRANCE	Registered	26/09/2024
AY440804W	REMOVAL OF ENCUMBRANCE	Registered	26/09/2024
AY525851Q (E)	DISCHARGE OF MORTGAGE	Registered	23/10/2024
AY525852N (E)	TRANSFER	Registered	23/10/2024
AY525853L (E)	MORTGAGE	Registered	23/10/2024

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

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

Street Address: 139 BRIGHTVALE BOULEVARD WYNDHAM VALE VIC 3024

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

Page 2 of 2

ADMINISTRATIVE NOTICES

NIL

eCT Control 19219M PURCELL PARTNERS
Effective from 23/10/2024

DOCUMENT END

Imaged Document Cover Sheet


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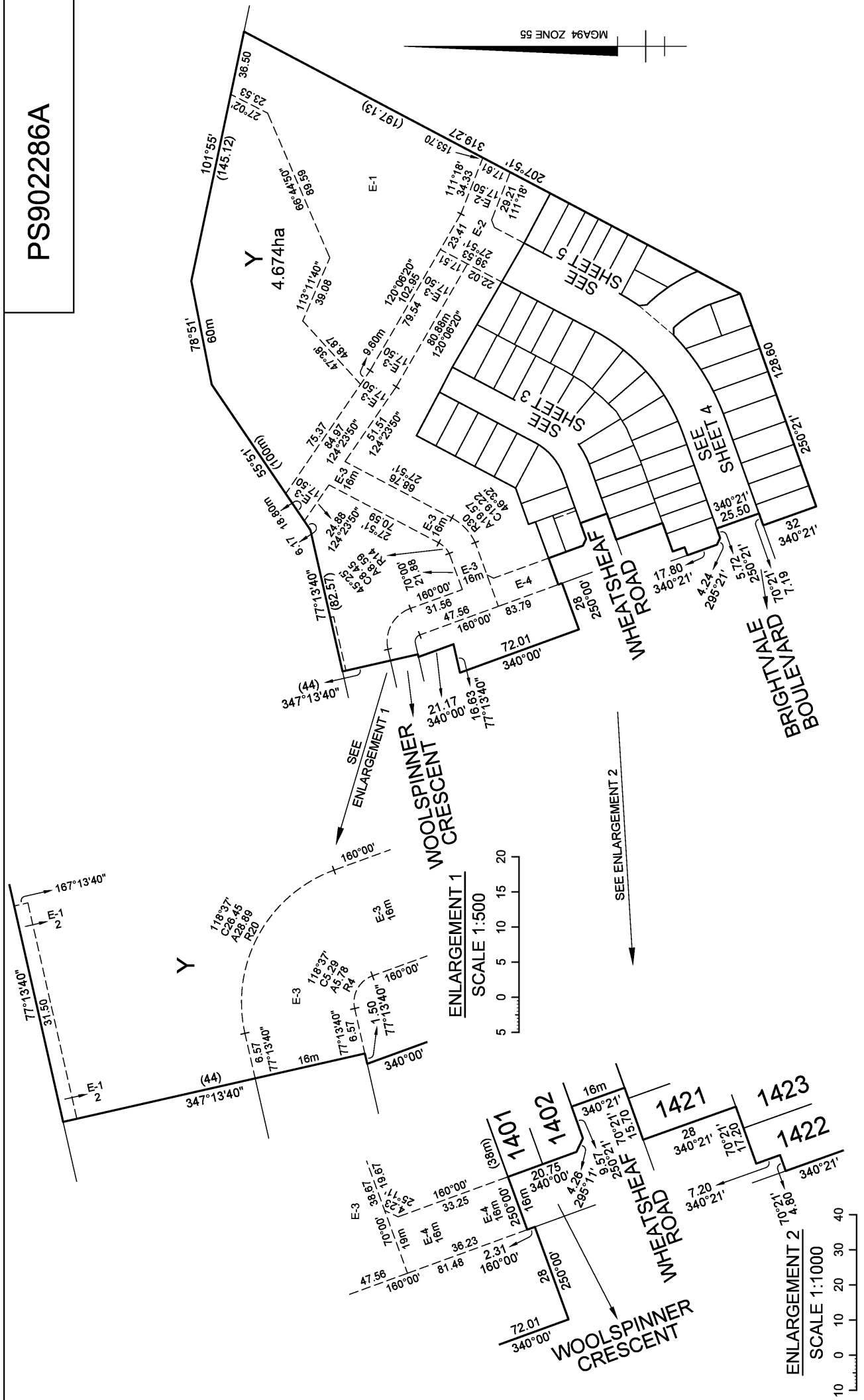
Document Type	Plan
Document Identification	PS902286A
Number of Pages (excluding this cover sheet)	7
Document Assembled	31/10/2024 17:55


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PLAN OF SUBDIVISION			EDITION 1		PS902286A	
LOCATION OF LAND PARISH: WERRIBEE TOWNSHIP: SECTION: 9 CROWN ALLOTMENT: CROWN PORTION: A (PART) & B (PART) TITLE REFERENCE: Vol. 12454 Fol. 432 LAST PLAN REFERENCE: Lot X on PS839245Q POSTAL ADDRESS: Brightvale Boulevard (at time of subdivision) WYNDHAM VALE 3024 MGA 94 CO-ORDINATES: E: 290 910 ZONE: 55 (of approx centre of land in plan) N: 5 806 690			Council Name: Wyndham City Council Council Reference Number: WYS5789/21 Planning Permit Reference: WYP9847/17 SPEAR Reference Number: S181284V Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 19/06/2023 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Mark Tenner for Wyndham City Council on 24/09/2024			
VESTING OF ROADS AND/OR RESERVES			NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON				
Road R1		Wyndham City Council				
NOTATIONS			LOTS 1401 TO 1454 MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. Refer to Creation of Restriction A, B, C, and D on Sheets 6 and 7 of this plan for details. OTHER PURPOSE OF PLAN 1. To remove that part of drainage and sewerage easement E-2 on PS839245Q in so far as it lies within Road R1 herein. 2. To remove that part of drainage easement E-4 on PS839245Q in so far as it lies within Road R1 herein. GROUPS FOR REMOVAL: By agreement between all interested parties pursuant to Section 6(1)(k)(iv) of the Subdivision Act 1988. WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958			
DEPTH LIMITATION: Does Not Apply						
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. This survey has been connected to Werribee PM 7 & Werribee PM 439 In Proclaimed Survey Area No. (Not Applicable)						
SAVANA ESTATE - Release No. 14 Area of Release: 2.801ha No. of Lots: 54 Lots and Balance Lot Y						
EASEMENT INFORMATION						
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
E-1	Drainage	See Diag.	PS848504R	Wyndham City Council		
E-2	Drainage	See Diag.	PS848504R	Wyndham City Council		
	Sewerage		PS809300E	City West Water Corporation		
E-3	Drainage	See Diag.	PS848504R	Wyndham City Council		
	Sewerage		PS826701N	City West Water Corporation		
E-4	Sewerage	See Diag.	PS839245Q	Greater Western Water Corporation		
E-5	Drainage	2	This Plan	Wyndham City Council		
		SURVEYORS FILE REF: Ref. 02188-S14 Ver. 5		ORIGINAL SHEET SIZE: A3		SHEET 1 OF 7
Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorssds.com.au		Digitally signed by: Richard David Illingworth, Licensed Surveyor, Surveyor's Plan Version (5.), 24/09/2024, SPEAR Ref: S181284V			Land Use Victoria Plan Registered 12:53 PM 26/09/2024 Assistant Registrar of Titles	





Urban Development | Built Environments | Infrastructure

8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168

Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE
1:2000

20 0 20 40 60 80

LENGTHS ARE IN METRES

Digitally signed by: Richard David Illingworth, Licensed Surveyor,

Surveyor's Plan Version (5.),

24/09/2024, SPEAR Ref: S181284V

Digitally signed by:

Wyndham City Council,

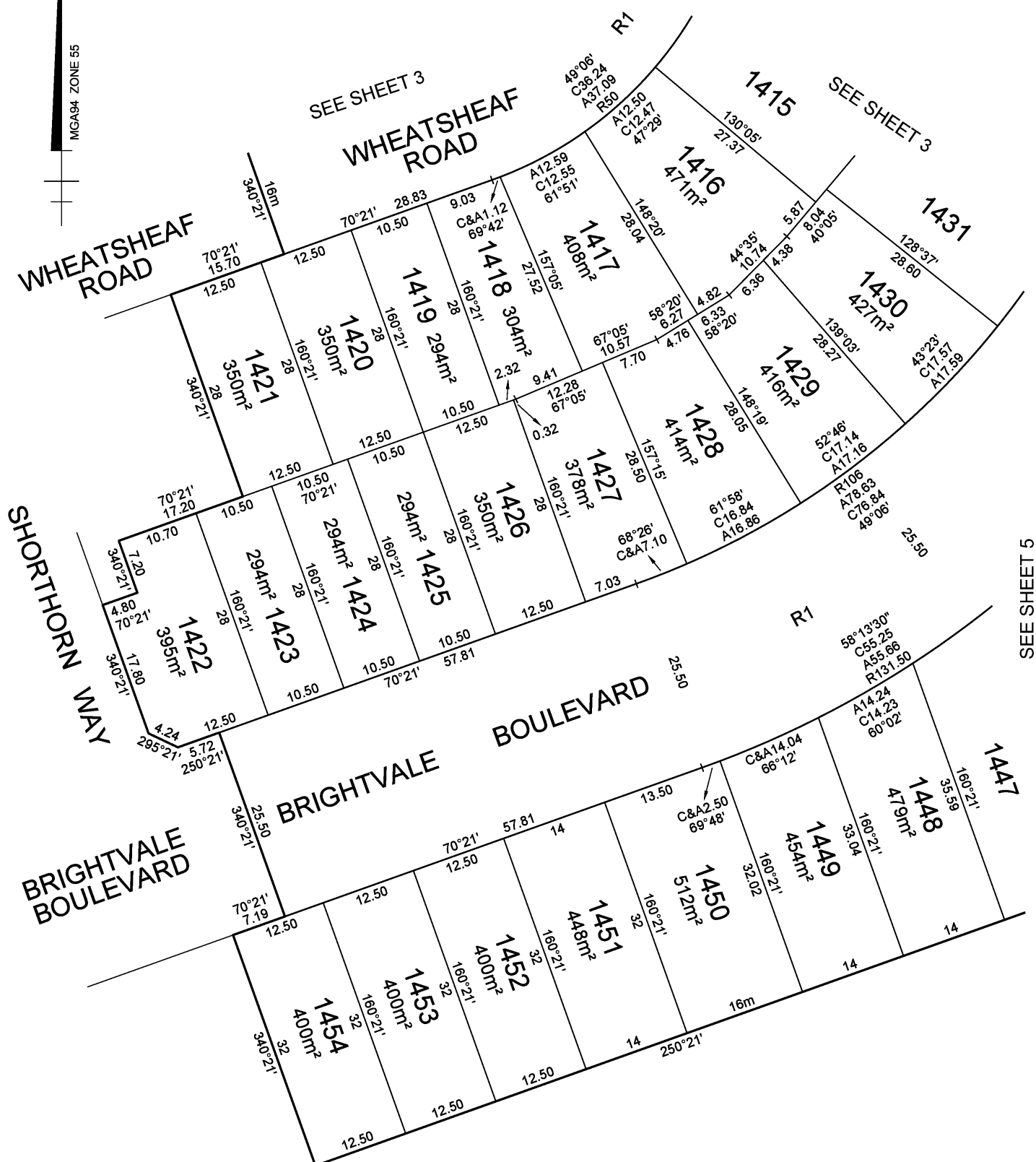
24/09/2024,

SPEAR Ref: S181284V

ORIGINAL SHEET
SIZE: A3

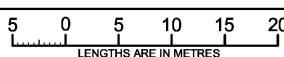
Ref. 02188-S14
Ver. 5

SHEET 2



TAYLORS

SCALE
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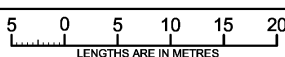
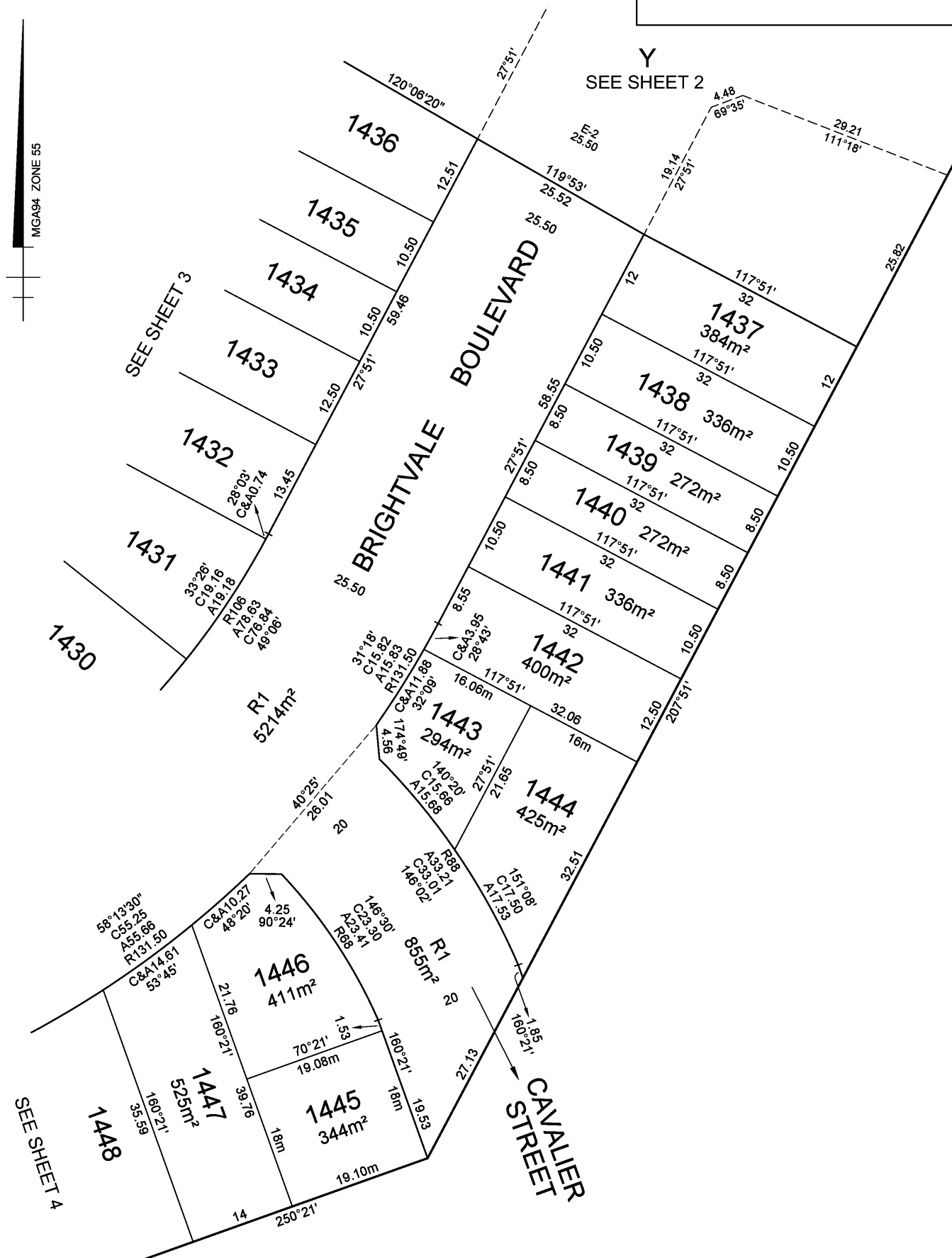


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SIZE: A3

Digitally signed by:
Wyndham City Council,
24/09/2024,
SPEAR Ref: S181284V

Ref. 02188-S14
Ver. 5

SHEET 4



PS902286A

CREATION OF RESTRICTION A

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

BURDENED LAND: See Table 1

BENEFITED LAND: See Table 1

RESTRICTION:

The Registered Proprietor or Proprietors for the time being of any burdened lot on this plan:

1. Must not build or permit to be built or remain on the lot or any part of it any building other than a building which has been constructed in accordance with the approved Memorandum of Common Provisions (MCP) Registered in Dealing No. AA9306 without the prior written consent of the Responsible Authority. The provisions of the said MCP are incorporated into this restriction;
2. Must not make an application to amend a building envelope unless such an amendment and any criteria or matters which must be considered by the Responsible Authority in deciding on such an amendment are to the satisfaction of the Responsible Authority; and
3. Must not erect any building on a lot unless the plans for such a building are endorsed by the Savana Building and Design Approval Committee (SBDAC) prior to the issue of a building permit.

Expiry date: 31/12/2029

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1401	1402, 1403
1402	1401, 1403
1403	1401, 1402, 1404
1404	1403, 1405
1405	1404, 1406
1406	1405, 1407
1407	1406, 1408
1408	1407, 1409
1409	1408
1410	1411, 1436
1411	1410, 1412, 1434, 1435, 1436
1412	1411, 1413, 1433, 1434
1413	1412, 1414, 1432, 1433
1414	1413, 1415, 1431, 1432

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1415	1414, 1416, 1430, 1431
1416	1415, 1417, 1429, 1430
1417	1416, 1418, 1427, 1428, 1429
1418	1417, 1419, 1426, 1427
1419	1418, 1420, 1426
1420	1419, 1421, 1424, 1425
1421	1420, 1423, 1424
1422	1423
1423	1421, 1422, 1424
1424	1420, 1421, 1423, 1425
1425	1420, 1424, 1426
1426	1418, 1419, 1425, 1427
1427	1417, 1418, 1426, 1428
1428	1417, 1427, 1429

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1429	1416, 1417, 1428, 1430
1430	1415, 1416, 1429, 1431
1431	1414, 1415, 1430, 1432
1432	1413, 1414, 1431, 1433
1433	1412, 1413, 1432, 1434
1434	1411, 1412, 1433, 1435
1435	1411, 1434, 1436
1436	1410, 1411, 1435
1437	1438
1438	1437, 1439
1439	1438, 1440
1440	1439, 1441
1441	1440, 1442
1442	1441, 1443, 1444

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1443	1442, 1444
1444	1442, 1443
1445	1446, 1447
1446	1445, 1447
1447	1445, 1446, 1448
1448	1447, 1449
1449	1448, 1450
1450	1449, 1451
1451	1450, 1452
1452	1451, 1453
1453	1452, 1454
1454	1453

CREATION OF RESTRICTION B

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

BURDENED LAND: See Table 2

BENEFITED LAND: See Table 2

RESTRICTION:

The Registered Proprietor or Proprietors for the time being of any burdened lot on this plan must not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the Small Lot Housing Code incorporated into the Wyndham Planning Scheme unless a Planning Permit is granted by the Responsible Authority for a building that does not conform with the Small Lot Housing Code.

Expiry date: 31/12/2029

TABLE 2

BURDENED LOT No.	SLHC TYPE	BENEFITING LOTS ON THIS PLAN
1401	A	1402, 1403
1402	A	1401, 1403
1419	A	1418, 1420, 1426
1423	A	1421, 1422, 1424
1424	A	1420, 1421, 1423, 1425
1425	A	1420, 1424, 1426

TABLE 2 continued

BURDENED LOT No.	SLHC TYPE	BENEFITING LOTS ON THIS PLAN
1434	A	1411, 1412, 1433, 1435
1435	A	1411, 1434, 1436
1439	A	1438, 1440
1440	A	1439, 1441
1443	A	1442, 1444



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Surveyor's Plan Version (5.),
24/09/2024, SPEAR Ref: S181284V

ORIGINAL SHEET
SIZE: A3

Ref. 02188-S14
Ver. 5

SHEET 6

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Wyndham City Council,
24/09/2024,
SPEAR Ref: S181284V

PS902286A

CREATION OF RESTRICTION C

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

BURDENED LAND: See Table 3

BENEFITED LAND: See Table 3

RESTRICTION:

The Registered Proprietor or Proprietors for the time being of any burdened lot on this plan:

1. Must not build or permit to be built a building that is not free standing within the title boundaries of the lot on which it is built.
2. Must not build or permit to be built a building that relies on the walls of adjacent buildings for support.

Expiry date: 31/12/2029

TABLE 3

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1401	1402
1402	1401
1419	1418, 1420
1423	1422, 1424
1424	1423, 1425
1425	1424, 1426

TABLE 3 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1434	1433, 1435
1435	1434, 1436
1439	1438, 1440
1440	1439, 1441
1443	1444

CREATION OF RESTRICTION D

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

BURDENED LAND: Lots 1401 to 1454 on this plan

BENEFITED LAND: Lots 1401 to 1454 on this plan

RESTRICTION:

The Registered Proprietor or Proprietors for the time being of any burdened lot to which this restriction applies must not build or permit to be built a dwelling or commercial building unless the building incorporates dual plumbing for recycled water supply for toilet flushing and garden watering use if it becomes available.

Expiry date: 31/12/2029

CREATION OF RESTRICTION E

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

BURDENED LAND: Lots 1409, 1410, 1430 to 1444 (both inclusive)

BENEFITED LAND: Lots 1409, 1410, 1430 to 1444 (both inclusive)

RESTRICTION:

The Registered Proprietor or Proprietors for the time being of any burdened lot to which this restriction applies must not build or permit to be built or remain on the lot or any part of it any building other than a building that has a finished floor level(s) set a minimum height of 600mm above the applicable 1% AEP flood level as determined by the relevant flood plain management authority.



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Ver. 5

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24/09/2024,
SPEAR Ref: S181284V

AA9306

Memorandum of common provisions

Restrictive covenants in a plan

Section 91A Transfer of Land Act 1958

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Lodged by	
Name:	HWLEBSWORTH LAWYERS
Phone:	03 8644-3500
Address:	Level 8, 447 Collins St, Melbourne, 3000
Reference:	JQ: MXP: 1005557 Savana Stg 14
Customer code:	192085

This memorandum contains provisions which are intended for inclusion in plans under the Subdivision Act 1988 to be subsequently lodged for registration.

Operative words including words to bind the burdened land and words of annexation must not be included.

Provisions to apply to the plan:

Burdened land: As set out in PS902286A

Benefited land: As set out in PS902286A

Covenants: The burdened land cannot be used except in accordance with the provisions recorded in this MCP.

Expiry: 31/12/2029

35402012

V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in plans.

91ATLA

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THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

AA9306

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

Provisions:

1 Savana, Wyndham Vale

This MCP applies to allotments 1401 - 1454 of PS902286A (also known as Stage 14 of Savana) approved under Wyndham Planning Permit No. WYP9847/17.

All care has been taken to ensure that this MCP complies with current Building Regulations. However, the owner is responsible for ensuring compliance with all statutory requirements.

In the event that requirements in this document contradict the provisions of the SLHC or ResCode, the SLHC and ResCode will prevail.

Owners, Designers and Builders should review this MCP and the current Design Guidelines in conjunction with the land sales contract.

2 Developer Approval

The siting and design of homes at Savana is to be approved by The Savana Building and Design Approval Committee (SBDAC). Approval by the SBDAC is required before applying for a building permit for the construction of a new dwelling. Approval by the SBDAC is not a building approval nor does it imply compliance with the building code, Building Regulations or Wyndham Planning Scheme.

The SBDAC also reserves the right to approve applications based on architectural merit.

It is the applicant's responsibility to ensure that plans meet the relevant planning and building requirements, in addition to these design guidelines.

Only a fully scaled set of application documents will be considered. No concept designs will be accepted.

The SBDAC will assess all designs and if they are compliant with the Design Guidelines, provide a letter of approval along with an endorsed copy of the plans and external colour schedule.

Applications that substantially comply with the Design Guidelines may be given a letter of approval with conditions requiring the rectification of minor deviations. These deviations may also be noted on the plans. The SBDAC may also offer suggestions intended to improve designs.

If the design submission does not comply with the Design Guidelines, the SBDAC will advise the applicant of the reasons of non-compliance and suggest amendments. Applicants will then be required to re-submit amended plans in order to gain approval.

The final decision of all aspects of the Design Guidelines will be at the discretion of the SBDAC.

The SBDAC will endeavour to process applications as quickly as possible, generally within 7 business days of receipt. Once approval is obtained from the SBDAC, an application for a building permit may be lodged with the City of Wyndham or an accredited building surveyor.

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3 Medium and High Density Allotments

This MCP and the design guidelines do not cover integrated development sites that require a separate planning permit. Medium or high density allotments cannot be developed without obtaining a planning permit from Council. Prior to a planning application being lodged with Council for the development of a medium or high density allotment, the plans must be assessed and approved by the SBDAC.

All allotments with an area of 300m² or less are subject to the provisions set out in the SLHC incorporated into the Wyndham Planning Scheme.

4 Planning Permit

A planning permit is not required to construct or extend one dwelling on an allotment with an area of 300m² or less where the dwelling is constructed in accordance with the SLHC incorporated in the Wyndham Planning Scheme

If a dwelling is to be built outside of the provision in the SLHC, an additional planning permit is required for the proposal prior to obtaining a Building Permit. Before applying for a planning permit approval must be obtained from the SBDAC.

5 Covenants

In the event that requirements under the Design Guidelines contradict covenants defined within the Plan of Subdivision or this MCP, the Plan of Subdivision or this MCP will prevail.

6 Statutory Obligations

It is the purchaser's responsibility to ensure all submitted documents comply with the Victorian Building Regulations, ResCode and all other planning and authority requirements, along with current Victorian energy rating standards prior to construction.

7 Dwellings

Only one dwelling is permitted per property for allotments under 600m².

On an allotment greater than 600m², an additional dwelling may be permitted subject to approval from the SBDAC and City of Wyndham.

No further subdivision is permitted without the approval of the SBDAC.

8 Identical Façade Assessment

In order to uphold the integrity of all new homes, two dwellings of the same front facade shall not be built within five contiguous allotment spaces of the original allotment. Provision includes allotments either side, opposite and encompassing other street frontages where applicable.

On allotments less than 300m², two dwellings with identical facades shall not be built within two contiguous allotment spaces of the original allotment. Under this clause, a mirrored (symmetrical) façade is not considered to be an identical facade.

This provision will not apply to integrated housing developments.

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Memorandum of common provisions

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9 Architectural Characteristics

Designs incorporating a variety of modern architectural styles are encouraged. Unique dwelling designs displaying innovation and originality will be assessed favourably if they are shown to be in keeping with the contemporary design intent of Savana.

Architectural features such as verandahs, porticos, feature windows, façade detailing, roof features and articulated building forms are required. Building materials such as masonry, render, natural stone and timber cladding should be used and paint work should be complementary in colour selection.

Contemporary roof and awning themes coupled with articulation of single and double storey volumes are also preferred design initiatives.

10 Corner Allotment Characteristics

Dwellings constructed on corner allotments and on allotments that abut public open space areas such as a park or reserve must address both street frontages through the use of wrap around verandahs, feature windows, detailing, etc. Well-articulated architectural treatments should be provided where built form is visible beyond the side fence line, and at upper levels.

Overall facade articulation and material variation is strongly encouraged. It will be at the discretion of the SBDAC to determine acceptable corner treatment for each corner allotment submission.

Entries and/or garages facing the secondary street frontage may be considered by the SBDAC where they are located adjoining open space and linear pedestrian open space links.

11 Porches and Entries

An entry feature complementary to the dwelling design must be incorporated to create a sense of entry. This can be a porch, portico, balcony or verandah and can be a central feature of the façade or located towards the end. Appropriate location of the entry will increase the character of the dwelling and contribute to a varied streetscape.

12 Dwelling Size

The siting and proportion of the dwelling on the allotment should be a well thought out response to the site.

13 Building Heights

Maximum building heights must be in accordance with ResCode requirements and where relevant, the SLHC.

Triple storey dwellings and/or basements should adhere to the relevant height requirements. Basements may have a maximum projection of 1.2m above natural ground level.

A ceiling height of 2590mm is encouraged for all single storey dwellings and the ground floor of double storey dwellings. A minimum ceiling height of 2440mm is permitted, subject to approval by the SBDAC but is not encouraged.

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14 Roofs

Applicants are encouraged to explore varying roof forms which could include combinations of pitched and flat roofs as well as curved elements. The minimum roof pitch must be 22° while skillion and accent sections may have a minimum pitch of 16°.

Eaves with a minimum overhang of 450mm must be provided on dwellings to any street face of single storey dwellings and to all faces of double storey dwellings. On single storey dwellings eaves must wrap around a minimum of 2000mm along the side of the dwelling from any street frontage (except where built to the boundary).

Permitted roof materials include masonry, slate, terracotta tiles or coloured steel. Other non-reflective materials may be considered for review by the SBDAC.

15 Garages

A lockup garage for two vehicles must be provided on all properties with frontages greater than 10.5m. Open carports to the front of the dwelling will not be permitted. Single garages will be considered for allotments with a street frontage of 10.5m or less. Triple garages will be strongly discouraged.

The architectural character of the garage must be harmonious to the main body of the dwelling.

Garages must have a slim line, sectional, tilt or panel lift door to all street frontages. Roller doors will only be permitted at the rear of the garage, as an opening to the backyard and where they are not within public view.

Where the garage door is located to the front of a dwelling, the door or opening of any garage must occupy less than 50% of the width of the allotment's street frontage to a maximum of 6.0m.

On two storey dwellings with garages that exceed 40% of the allotment frontage, balconies or windows above the garage are required.

For allotments with areas less than 300m², refer to the SLHC incorporated into the Wyndham Planning Scheme.

Refer to the Streetscape and Siting section for garage setback requirements.

16 Small Allotment Setback

Small Allotments setbacks must be in accordance with the SLHC incorporated into the Wyndham Planning Scheme.

17 Standard Allotment Setbacks

A standard allotment is an allotment which has an area greater than 300m².

Dwellings on all standard allotments must be setback from the front boundary by a minimum of 4.0m and a maximum of 6.0m.

Porches, porticos and verandahs less than 3.6m in height may encroach up to 1.0m into the minimum front setback.

Unless rear loaded, garages must be located behind the front wall of the main dwelling (not including the porch, portico or verandah) or a minimum of 4.9m from the front boundary, whichever is greater.

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Garages may be built on side boundaries in accordance with ResCode.

Double storey dwellings must be setback from side boundaries in accordance with ResCode.

Rear setbacks are to be in accordance with ResCode.

These requirements may be varied with the written approval of the SBDAC and the City of Wyndham.

18 Standard Corner Allotment Setbacks

Where applicable, standard corner allotments must comply with the setback requirements listed in Item 17, as well as the following.

Setbacks from the secondary street frontage must comply with ResCode.

Where facing the secondary street frontage, the garage must be setback a minimum of 5.0m from the secondary street frontage. An easement running along the rear of the allotment cannot be built over, and the garage may have to be setback from the rear boundary to accommodate the easement. Garages must be located adjacent to the allotment boundary but are not permitted adjacent to boundaries abutting public open space.

19 Building Envelopes

All dwellings must be constructed in accordance with ResCode and where relevant the SLHC.

It is the responsibility of the applicant to investigate the existence of any building envelopes prior to design and submission to the SBDAC.

20 Materials

External walls must be constructed from a minimum of 75% face brick, brick or masonry veneer or other approved texture coated material. At least 25% of the facade of the home must be finished in a contrasting/feature element in a different texture, material or colour.

The utilisation of materials such as natural stone, exposed timber or other feature cladding materials will be considered and encouraged as key design articulation elements. Use of quality materials and finishes is encouraged to give a timeless appeal.

Homes in kit or modular form and the use of second hand materials will be subject to approval by the SBDAC and City of Wyndham. New building materials based on recycled content is permitted.

Unless otherwise approved by the SBDAC, unpainted and/or untreated metalwork and reflective glazing will not be permitted. Infill fibre sheet panels are not permitted above window and door openings where visible from the street.

Fibre-cement sheeting may be permitted if finished as either a textured, painted or rendered surface except as above.

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21 Colour Schemes

A harmonious colour palette consisting of natural, subdued hues which are complimentary to the surrounding environment and colour tones which reflect the theme of the dwelling will be encouraged. Limited use of strong or bold colours may be adopted to reinforce the contemporary nature of the dwelling design.

In order to avoid further information being requested in regards to colour schedules, the applicant must ensure that all relevant information is provided when applying for design approval.

22 Driveways

There must be only one driveway per allotment, located to align with the crossover. Garages should be sited on the allotment in response to the location of existing crossovers with driveways tapered to match crossover width. There must be at least 300mm of screen planting between the driveway and the adjacent side boundary.

Driveways must be fully constructed prior to the issue of the Occupancy Permit.

All driveways, porches and any other concreted areas within the front yard must be constructed of masonry pavers, exposed aggregate, coloured concrete, fixed granular surfaces or stamped or stencilled masonry surface. The colour selection must complement the building design and external colour scheme.

No plain concrete will be permitted unless it is out of public view.

23 Boundary Fencing

Fencing type will be consistent throughout Savana. Fencing is a common link binding the streetscape and highlighting the individuality of each dwelling.

All fencing must be shown on plans submitted to the SBDAC for approval.

In addition to meeting the requirements within Section 23 of this MCP, if an allotment has been identified on the Plan of Subdivision as an allotment where the SLHC applies then all fencing must also be in accordance with the provisions set out in the SLHC.

23.1 Front Fencing

Front fencing is not permitted on corner allotments and allotments fronting Brightvale Boulevard. Front fencing on all other allotments is permitted subject to approval.

Proposed front fences that are up to 1.2m in height and are largely transparent (ie. 50% or more) in construction are preferred. It is expected that any front fences will return along the side boundary, and extend to meet the side fence. Low masonry walls not exceeding 0.9m height which complement the façade of the building will be permitted.

Front fencing on all lots adjacent to and fronting public open space must not exceed 1.2m in height.

23.2 Side and Rear Fencing

All side and rear boundary fencing must be constructed from timber palings, to a height of 1900mm (+/-50mm). Side boundary fencing must terminate and return to the dwelling at least 1.0m behind the front building line. This part of the fence that returns to the house is known as a wing fence. Wing fencing must also be constructed from timber palings, unless approved by the SBDAC. Wing

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fencing must be 1900mm (+/-50mm) in height. It is encouraged to include a gate within the wing fencing; however, direct access to the

rear yard may be possible either via a gate or directly from your garage. Where timber paling fencing is used, timber capping is encouraged. Fencing constructed along the side boundary forward of the dwelling or along the front boundary is not encouraged.

23.3 Side Street Fencing

On an allotment with a side boundary that forms the rear boundary of an adjoining allotment, the side fence on that boundary can continue to the front boundary. On corner allotments, fencing to the secondary street frontage should be setback a minimum of 3.0m from the primary street frontage.

For fencing on boundaries abutting a reserve and on corner allotments, a minimum of 30% of the length of the secondary street frontage must be transparent fencing or be unfenced. All fencing should be consistent with the fencing along the primary street frontage. For the remaining length along the side boundary, a solid fence must not exceed 30% and the remaining side fence must be semi-transparent and must provide a minimum of 25% transparency.

Solid and semi-transparent fencing must be constructed from timber palings to a height of 1900mm (± 50 mm). Exposed posts on both sides of the palings are encouraged and palings must be on the external side fronting the street.

24 Front Landscaping

To promote an attractive neighbourhood, residents are encouraged to install quality landscaping.

The form and texture of the plantings should complement and enhance the architecture of the dwelling. Planting of canopy trees in appropriate locations is encouraged. Landscape designs should be prepared with an objective for low water usage.

Gardens are encouraged to be environmentally sensitive by utilising appropriate drought tolerant native plants, organic or mineral mulches and drip irrigation systems. Native plants that are common to Victoria and the Region are also encouraged.

Landscaping of your front garden must be completed within 6 months of issue of the Occupancy Permit. Hard paved or impervious surfaces must be limited to driveways and pedestrian pathways only.

The minimum front landscaping works will include:

- Fine grading and shaping of landscaped and lawn areas.
- Cultivation of existing soil in the garden beds to a 200mm depth, the addition of imported topsoil and fertiliser to all landscaped areas, as well as the use of mulch and/or other selected topping.
- At least 1 advanced tree (2.0m minimum height).

25 Letterboxes

Letterboxes should be designed to match and compliment the dwelling design. Single post supporting letterboxes are discouraged.

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26 Liveability Considerations

Applicants are encouraged to submit designs that are environmentally responsible.

The orientation of an allotment will determine the best siting of the house on the allotment. A building's orientation plays a large part in achieving the optimum solar access for a home during winter.

Allotments on the north side of a street will have sunny backyards – good for private outdoor living.

Allotments on the south side of a street will have sunny front yards – good for show piece gardens.

Allotments facing east-west will have sunny side yards to the north – these houses should be sited to leave the largest possible outdoor living space along the northern boundary.

Dwellings can become more liveable by taking into account the orientation of rooms and windows, shading of windows and walls, ceiling heights, sustainable building materials, cross flow ventilation, covered open spaces, insulation and water efficient fixtures. Eave design can act as excellent shading devices during warmer months. Implementing these features can also result into substantial financial savings for the home owner.

Double storey homes must respect the privacy of neighbouring dwellings, including potential overshadowing issues that may arise as a result of siting choices. It is the responsibility of applicants with double storey proposals to ensure their design has demonstrated these factors and to receive approval from the relevant authority and/or Building Surveyor prior to construction.

27 Solar Heating Panels

Solar heating panels must be located on roof planes preferably not visible from public areas.

The panels should follow the roof pitch.

Where visible from public areas, solar panels will be assessed on their merits with regard to scale, form and colour.

28 Rainwater Tanks

Rainwater storage is encouraged. The rainwater tank and all accessories must not be located in front of the dwelling or be visible from the street and public spaces. The rainwater tank and all accessories must be coloured to match the dwelling.

To help calculate the size of water storage that may be required please contact the Department of Environment and Primary Industries for appropriate storage requirements in relation to the collection area provided.

29 Recycled Water

Recycled water will be in use at Savana for toilet flushing and garden usage. All dwellings are required to connect to this service to reduce the consumption of potable water.

30 Energy Ratings

It is the applicant's responsibility when building a home to comply with Victoria's energy rating requirements. Dwelling designs should be assessed by a licensed energy rating company, and they in turn will make recommendations regarding insulation and other resource saving measures. Dwellings must achieve the minimum standard as currently legislated.

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31 NBN Co.

The development qualifies for future NBN roll out. All premises must be aware of and conform with the NBN Co Preparation and Installation Guide for SDU's and MDU's.

32 Sheds

Sheds should be constructed of materials and colours consistent with and complimentary to, the materials used for the dwelling. Coloured Steel and similar products are acceptable materials.

Sheds must be screened from any street and/or public view by locating to the rear or side of the dwelling. An appropriately located carport out of public view must be considered to store boats, trailers or any similar vehicles.

Sheds must not cover an area greater than 15m² and not exceed a maximum height of 2.5m.

33 Pergolas, Patios & Decking

Any proposed additional buildings or ancillary structures including decking, pergolas, patios, carports, swimming pools, BBQ areas or similar, must be submitted to the SBDAC for approval. This can be done at the time of submitting the dwelling design or done at a later date as a standalone submission.

The SBDAC will assess these on their merits. Please note that later date stand-alone submissions will incur an additional assessment fee.

34 Ancillary Items

All external plumbing must be out of public view, with the exception of gutters and downpipes.

Downpipes must not be located on the front façade of the dwelling.

External TV antennae and other aerials must be unobtrusive and located towards the rear of the dwelling.

Satellite dishes will only be approved if out of public view. Clothes lines must not be visible from public areas.

Externally mounted spa equipment attached to side boundary walls of any dwelling must be positioned out of public view, be painted in a colour matching the adjoining wall surface and fitted with noise baffles.

Evaporative cooling units are to be located out of public view where possible and must be of low profile, located below the ridgeline and coloured to match the roof.

Metal security shutters are not permitted.

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35 Maintenance of the Allotment

Prior to the occupation of a dwelling, the allotment must be maintained by keeping the grass cut, and the allotment free from rubbish. Builder's waste materials and rubbish during construction must be removed on a regular basis and must not be allowed to accumulate. If any allotments are not maintained to an acceptable level, the Developer reserves the right to carry out clean up works as necessary. Any such costs incurred by the Developer will be passed on to the allotment owner.

After occupation of the dwelling, front yards must be maintained to an acceptable level.

Rubbish and recycle bins must be stored out of public view. It will be at the discretion of the SBDAC to determine if allotments are being maintained to an acceptable level.

36 Commercial Vehicles

Trucks or commercial vehicles (exceeding 1 tonne), recreational vehicles and caravans shall be screened from public view when parked or stored.

37 Signs

Signs (other than a 'Home for Sale' or a builder's sign) must not be erected without the prior approval of the SBDAC.

'Home for Sale' signs may only be erected after the completion of construction of the dwelling and only with the prior approval of the SBDAC.

Builder's signs may be permitted (600mm x 600mm maximum) where they are required on allotments during construction. Only one advertising sign is permitted per dwelling at any one time and these signs must be removed once the property is sold.

The SBDAC reserves the right to access and remove signs that do not comply without providing notice to the allotment owner.

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Memorandum of common provisions Section 91A Transfer of Land Act 1958

38 Definitions

Allotment has the same meaning as in the Building Regulations.

Articulation means both horizontal and vertical projection forward and back from the primary building face.

SBDAC means the Savana Building and Design Approval Committee that includes AVID Property Group Nominees Pty Ltd as the developer/owner of Savana Residential Estate.

Building has the same meaning as in the Building Regulations.

Building Act means the act of the Victorian Parliament known as the Building Act 1993.

Building Envelope means an area within each allotment (defined by the particular allotment setbacks) where development of a dwelling, shed and garage is allowed subject to the particular provisions of this document, and the Scheme

Building Permit means a building permit in terms of the Building Regulations.

Corner Allotment means an allotment with a corner where each boundary connects to a street or public open space.

Design Guidelines mean the Design Guidelines which may be amended on occasions at the developer's discretion, subject to Wyndham City Council approval, to reflect changes in design trends or to coincide with the release of later stages.

Developer means AVID Property Group Nominees Pty Ltd.

Dwelling means a building used as a self-contained residence which must include:

- A kitchen sink;
- Food preparation facilities;
- A bath or shower; and
- A closet pan and wash basin.

It includes out-buildings and works normal to a dwelling.

Frontage means the road alignment at the front of an allotment. If an allotment abuts two or more roads, the one to which the building or proposed building faces.

Front Garden includes any area between the building line and the front boundary of an allotment and side street boundary or boundary abutting public open space of a corner allotment that is visible from a street.

Height has the same meaning as in the Building Regulations.

On the Boundary includes a setback of up to 200 millimetres from the allotment/property boundary.

Private Open Space means an unroofed area of land; or a deck, terrace, patio, balcony, pergola, verandah, gazebo or swimming pool.

Regulations mean the Building Regulations 2018 or any subsequent regulations made pursuant to the Building Act which relate to the siting of a building.

ResCode means the residential development provisions incorporated into the Wyndham Planning Scheme and the Building Regulations.

AA9306

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

Scheme means the Wyndham Planning Scheme.

Secluded Private Open Space means that part of private open space primarily intended for outdoor living activities which enjoys a reasonable amount of privacy.

Secondary Street means the street that runs along the side boundary of a property when located on a corner.

Setback means the minimum distance from any allotment boundary to a building.

Side Boundary means a boundary of an allotment that runs between and connects the street frontage of the allotment to the rear boundary of the allotment.

Site Coverage means the proportion of a site covered by buildings.

Storey means that part of a building between floor levels. If there is no floor above, it is the part between the floor level and ceiling. It may include an attic, basement, built over car parking area, and mezzanine.

Street, for the purposes of determining setbacks, street means any road other than a footway or carriageway easement.

Window has the same meaning as in the Building Code of Australia.

From www.planning.vic.gov.au at 31 October 2024 05:51 PM

PROPERTY DETAILS

Address: **139 BRIGHTVALE BOULEVARD WYNDHAM VALE 3024**
Lot and Plan Number: **Lot 1424 PS902286**
Standard Parcel Identifier (SPI): **1424\PS902286**
Local Government Area (Council): **WYNDHAM**
Council Property Number: **271647**
Planning Scheme: **Wyndham**
Directory Reference: **Melway 234 A10**

www.wyndham.vic.gov.au

[Planning Scheme - Wyndham](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Greater Western Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **WERRIBEE**

OTHER

Registered Aboriginal Party: **Wadawurrung Traditional Owners
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 8 \(UGZ8\)](#)

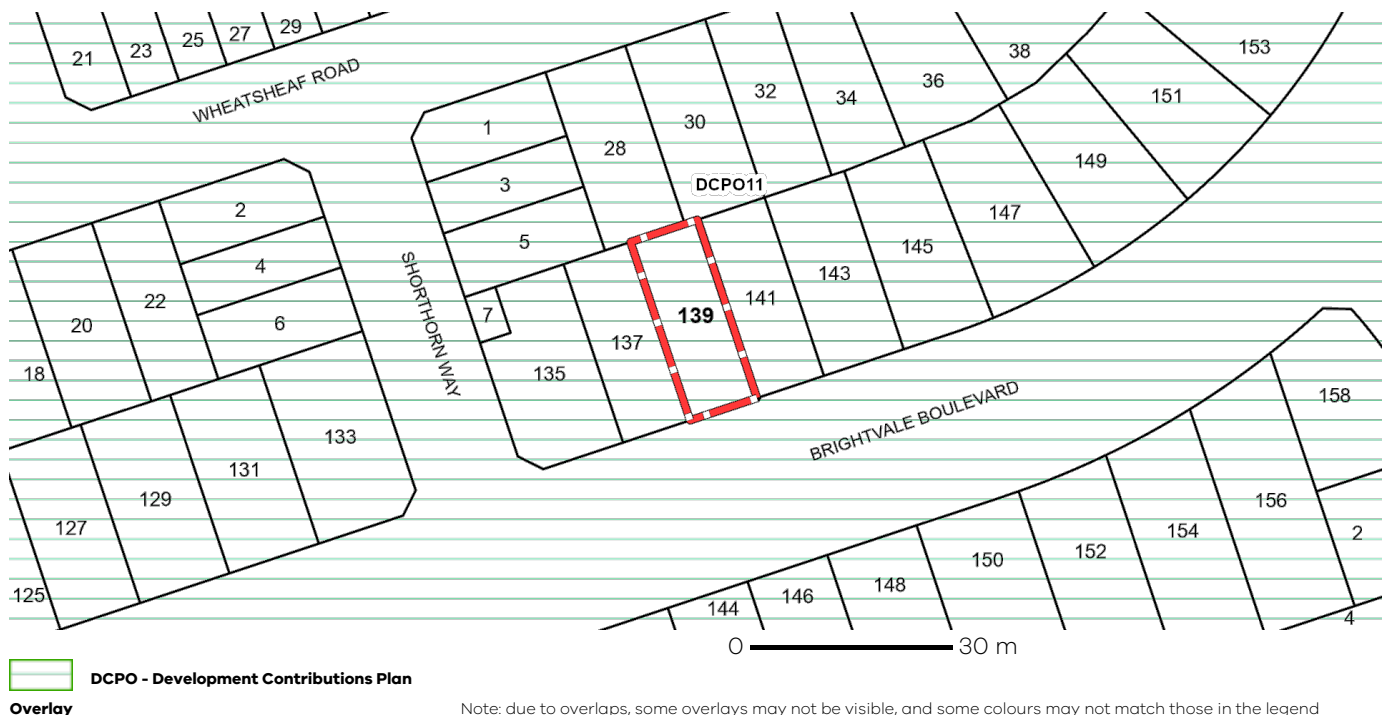


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlay

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

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 11 \(DCPO11\)](#)



Growth Area Infrastructure Contribution

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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).

Melbourne Strategic Assessment

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



Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 30 October 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>

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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>.

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UGZ - Urban Growth

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Aboriginal Cultural Heritage

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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**

Form 21

Lodged by:

Name: MADDOCKS
Phone: 03 9258 3555
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref: TGM:AZV:6906275
Customer Code: 1167E

AQ257914E

1	18/09/2017	\$94.60	173
			
registers and indexes.			

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: The land described at Lot A on PS612203Y and being the land described in Certificate of Title Volume 11817 Folio 516

Responsible Authority: Wyndham City Council of Civic Centre, 45 Princes Highway, Werribee, Victoria 3030

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

Signature for the Authority: 

Name of officer: ANNETTE SUSAN MONK

Position Held: SUBDIVISIONS OFFICER

Date: 13 SEPTEMBER 2017

Maddocks

Date 26 / 7 / 2017

AQ257914E

18/09/2017 \$94.60 173



Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 50 Hobbs Road, Wyndham Vale

Purpose: Open Space Contribution

City of Wyndham

and

AVID Property Group Nominees Pty Ltd ACN 088212631 as ~~Trustee~~ for the Hobbs
Road Wyndham ~~Trust~~

CB

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Agreement under section 173 of the Planning and Environment Act 1987

Dated 26 / 7 / 2016

AQ257914E



Parties

	Name	Wyndham City Council
	Address	Civic Centre, 45 Princes Highway, Werribee, Victoria 3030
	Short name	Council
CB	Name	AVID Property Group Nominees Pty Ltd ACN 088212631 as Tenant for the Hobbs Road Wyndham Tenant
	Address	Suite 02 Level 35 259 George Street, Sydney NSW 2000
	Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council enters into this Agreement in its capacity as the responsible authority.
- C. The Owner is the registered proprietor of the Subject Land.
- D. The Precinct Structure Plan applies to the Subject Land. It generally identifies land to be provided as Open Space Land and contains or references a land budget specifying the amount of open space to be provided by each parcel of land within the Precinct Structure Plan.
- E. Council and the Owner have agreed that the Owner will transfer to or vest in Council the Open Space Land in return for a credit against its liability under clause 52.01 of the Planning Scheme.
- F. As at the date of this Agreement, the Subject Land is subject to a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

Maddocks

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

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

Current Address means:

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

Current Email means:

- the Council email address listed on Council's website; and
- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

GAIC means the Growth Areas Infrastructure Charge under the Act.

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

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 land described in Schedule 2 and which may also be identified in the plan at Annexure "A".

Open Space Land Value means the amount specified in Schedule 2 as the open space land value or an amount determined by applying the methodology set out in Schedule 2 as the case may be.

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.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

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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.

Planning Permit means the planning permit specified in Schedule 3 as amended from time to time.

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

Precinct Structure Plan means the Precinct Structure Plan specified in Schedule 1, being an incorporated document in the Planning Scheme.

Provision Trigger means the provision trigger set out in the relevant column 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.

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 the land described in Schedule 3 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.

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 two or more persons (including where two 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:

- 3.1 to record the terms and conditions on which Open Space Land will be provided to Council and the terms and conditions on which any over provision of Open Space Land in respect of the Subject Land will be dealt with; and
- 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 also acknowledge that the Council entered into this Agreement for these reasons.

4. Public Open Space

4.1 Open Space Land

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

- 4.1.1 in accordance with the relevant Provision Trigger set out in Schedule 2;
- 4.1.2 free of all encumbrances and free of any structures, debris, waste, refuse and contamination, except as agreed by Council;
- 4.1.3 with all services to be available or connected as specified in the relevant column of Schedule 2; and
- 4.1.4 in a condition that is to the satisfaction of Council.

4.2 Value of Open Space Land

The Owner agrees that:

- 4.2.1 the Open Space Land Value:
 - (a) is the fixed amount as specified in Schedule 2 or alternatively is a fixed amount determined by applying the methodology set out in Schedule 2 as the case may be
 - (b) 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;
 - (c) 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 Open Space Land; and
- 4.2.2 upon
 - (a) the transfer of the Open Space Land to Council or the vesting of the Open Space Land in Council in satisfaction of the whole or part of its open space contribution liabilities under clause 52.01 of the Planning Scheme; or



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(b) payment being made to the Owner in accordance with this Agreement –

no compensation or further 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 Open Space Land.

4.3 Over – provision

The Parties agree that:

- 4.3.1 as the Open Space Land that the Owner is obliged to transfer to or vest in Council under this Agreement is greater than the total public open space contribution that the Owner is required to make under clause 52.01 of the Planning Scheme in respect of the Subject Land, Council must reimburse the Owner the over-provision by way of a monetary payment to the Owner so as to equalise the open space contribution made by the Owner to the amount specified in clause 52.01 of the Planning Scheme in respect of the Subject Land; and
- 4.3.2 where a monetary payment is due to be paid to the Owner under clause 4.3.1, the monetary payment to the Owner must be paid within a timeframe agreed in writing between the Parties prior to the Statement of Compliance for the final stage of the subdivision of the Subject Land.

4.4 Environmental Assessment

The Owner agrees that prior to transferring to or vesting Open Space Land to or in Council, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Public Open Space Land is suitable to be used and developed for public open space with no risk to the public.



5. Further obligations of the Parties

5.1 Transaction costs

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

5.2 Notice and registration

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

5.3 Further actions

The Owner:

- 5.3.1 must do all things necessary to give effect to this Agreement;
- 5.3.2 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

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5.3.3 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.

5.4 Council's costs to be paid

The Owner 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:

- 5.4.1 preparing, drafting, finalising, signing and recording this Agreement;
- 5.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 5.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

5.5 Interest for overdue money

The Owner agrees that:

- 5.5.1 the Owner must pay to Council interest in accordance with section 172 of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 5.5.2 if interest is owing, Council will apply any payment made first towards interest and then any balance of the payment will be applied to the principal amount.

6. 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.

7. Owner's warranties

- 7.1 The Owner warrants that apart from the Owner 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.
- 7.2 The Owner warrants that the Open Space Land is in an environmental condition such as to be suitable to be used and developed for public open space with no risk to the public.

8. Successors in title

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

- 8.1 give effect to this Agreement; and

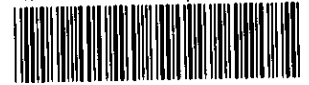


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8.2 enter into a deed agreeing to be bound by the terms of this Agreement.

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18/09/2017 \$94.60 173



9. General matters

9.1 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:

- 9.1.1 personally on the other Party;
- 9.1.2 by leaving it at the other Party's Current Address;
- 9.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 9.1.4 by email to the other Party's Current Email.

9.2 No waiver

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

9.3 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.

9.4 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.

9.5 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.

9.6 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

9.7 Governing law

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

Maddocks

10. GST

- 10.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.
- 10.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 10.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 10.4 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.
- 10.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 10.3.

11. GAIC

- 11.1 All land transferred to or vested in Council must have any inherent liability for GAIC discharged prior to it being transferred to or vested in Council and to the extent it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council. This clause shall survive the termination of this Agreement.
- 11.2 If required by Council, the Owner must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 11.1 from GAIC liability.

12. Commencement of Agreement

This Agreement commences on the date of this Agreement.

13. Ending of Agreement

- 13.1 This Agreement ends:
- 13.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or
- 13.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.
- 13.2 Notwithstanding clause 13.1, the Owner 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.
- 13.3 Council will not unreasonably withhold its consent to a written request made pursuant to clause 13.2 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 13.4 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 and Parent Titles.





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- 13.5 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, 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.
- 13.6 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner'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.





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Schedule 1

- Ballan Road Precinct Structure Plan

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Schedule 2

Open Space Land

Project No.	Description of Open Space Land*	Provision Trigger	Authority the Open Space Land is to be transferred to or vested in.	Services to be available (Av) or connected (Cn).	Stage Area (in hectares)#	Open Space Contribution that the Owner is required to make under clause 52.01 of the Planning Scheme (in hectares)#	Open Space Provision	Open Space Land Value or methodology to be used for determining the Open Space Land Value
Part of Park ID's P3, P4 and P5 in Table 4 - Open Space Delivery Guide of the Ballan Road PSP.	The land shown in the Open Space Plan annexed to this Agreement.	Before or as part of the issue of a Statement of Compliance for the Stage of the subdivision of the Subject Land within which the Open Space Land is contained	Council	Power Gas Sewerage Telecommunications Water Drainage	N/A	1.17ha	1.3149ha	<p>0.1449ha of over provision</p> <p>Value as at 1 July 2016 : \$79,695 (0.1449ha x \$550,000)</p> <p>This is a 1 July 2016 \$ figure subject to revaluation on an annual basis.</p> <p>The methodology for determining the Open Space Value is the application of the relevant 1 July revaluation amount calculated by Council as part of its annual DCP and 52.01 land revaluations for Property 10 in the Ballan Road PSP at the date 7 days prior to payment by Council using the following formula:</p> <p>0.1449ha x 'A' = Open Space Value.</p> <p>Where 'A' is the relevant 52.01 land revaluation provided to Council for Property 10 in the Ballan Road PSP as at the 1 July each year.</p>

* If necessary, the Open Space Land can be described by reference to a plan of subdivision or a survey plan or some other accurate drawing or plan relating to the Open Space Land.
The figures in the columns and rows identified are subject to change as part of the subdivision process. The areas in the subdivisions ultimately certified and subject to statements of compliance will form the basis of calculations and obligations relating to open space contributions under Clause 52.01 of the Planning Scheme.



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Schedule 3

- Subject Land – 50 Hobbs Road, Wyndhamvale being the land described as Lot A on PS 612203Y and being the land described in Certificate of Title Volume 11817 Folio 516
- Planning Permit No. WYP 7871/14





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Signing Page

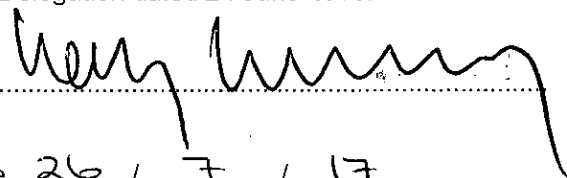
Signed, sealed and delivered as a deed by the Parties.

EXECUTED as an agreement.)

Signed for and on behalf of the **Wyndham**)

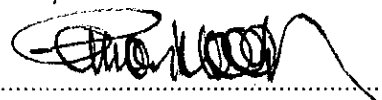
City Council pursuant to Instrument of)

Delegation dated 24 June 2013.)


Date 26 / 7 / 17



Executed by **Avid Property Group Nominees Pty**)
Ltd ACN 088212631 in accordance with s 127(1) of)
the *Corporations Act 2001*:


Signature of Director

Cameron Holt

Print full name


Signature of ~~Director~~ Company Secretary

Print full name

Nicole Bannerman


2/12/16



Maddocks

Mortgagee's Consent

ANZ Fiduciary Services Pty Ltd as Mortgagee under instrument of mortgage no. AM391597X consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

WITNESS

ANTHONY HERDEN

ATTORNEY

KIT LIEW

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End of document

Document signed

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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**

AQ257915C



Form 21

Lodged by:

Name: MADDOCKS
Phone: 03 9258 3555
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref: TGM:AZV:6906238
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: The land described at Lot A on PS612203Y and being the land described in Certificate of Title Volume 11817 Folio 516

Responsible Authority: Wyndham City Council of 45 Princes Highway, Werribee, 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

Signature for the Authority:

Name of officer:

ANNETTE SUSAN MONK

Position Held:

SUBDIVISIONS OFFICER

Date:

13 SEPTEMBER 2019



Maddocks

Date 26 / 7 / 2017

AQ257915C

18/09/2017

\$94.60

173



Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 50 Hobbs Road, Wyndham Vale

Purpose: WIK Agreement – Transfer of Land Projects

City of Wyndham

and

**AVID Property Group Nominees Pty Ltd ACN 088212631 as Trustee for the Hobbs
Road Wyndham Trust**

CB



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Agreement under section 173 of the Planning and Environment Act 1987

Dated 26 / 7 / 2016

AQ257915C



Parties

	Name	Wyndham City Council
	Address	Civic Centre, 45 Princes Highway, Werribee, Victoria 3030
	Short name	Council
CS	Name	AVID Property Group Nominees Pty Ltd ACN 088212631 as Trustee for the Hobbs Road Wyndham Trust
	Address	Suite 02 Level 35 259 George Street, Sydney NSW 2000
	Short name	Owner

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 the collecting agency.
- D. The Owner is the registered proprietor of the Subject Land.
- E. 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.
- F. The Owner has asked Council for permission to transfer to or vest in Council the Land Projects.
- G. Council has agreed that the Owner will transfer to or vest in Council the Land Projects in return for a Credit against its development contribution liability under the Development Contributions Plan.
- H. As at the date of this Agreement, the Subject Land is subject to a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

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The Parties agree:



1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

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

Credit means a credit in the amount of the Land Project Value against the Owner's 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; and
- for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- the Council email address listed on Council's website; and
- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Developable Land means the area of land identified as developable land in the land use budget of the Development Contributions Plan.

Development Agency and **Collecting Agency** have the same meaning as in the Act.

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 specified in Schedule 1, being an incorporated document in the Planning Scheme.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

GAIC means the Growth Areas Infrastructure Charge under the Act.

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

Land Project means a land project described in Schedule 2 and which may also be identified in the plan at Annexure "A".

Land Project Value means the amount specified in Schedule 2 as the Land Project Value or an amount determined by applying the methodology set out in Schedule 2 as the case may be.



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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. For the purposes of this Agreement, Localised infrastructure does not include the infrastructure required for the Infrastructure Projects or other infrastructure that is in the nature of regional or state infrastructure.

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.

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.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

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.

Planning Permit means the planning permit specified in Schedule 3 as amended from time to time.

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

Provision Trigger means the provision trigger set out in the relevant column 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.

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 the land described in Schedule 3 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.

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
- 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 to record the terms and conditions on which a Land Project will be provided 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 Council has entered into this Agreement for the these reasons.

4. Payment of Development Infrastructure Levy

The Parties agree that:

- 4.1 subject to the Owner's entitlement to a Credit, the Owner is required to pay the Development Infrastructure Levy in cash on a stage-by-stage basis; and
- 4.2 any amount 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 the relevant stage of the subdivision of the Subject Land.

5. Land Projects

5.1 Transfer or vesting of Land Project

The Owner must transfer to or vest in Council any Land Project:

- 5.1.1 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 5.2;



5.1.2	free of all encumbrances and any structure, debris, waste, refuse and contamination, except as agreed by Council;
5.1.3	with all services to be available as specified in the relevant column of Schedule 2; and
5.1.4	in a condition that is to the satisfaction of Council in its capacity as Development Agency.

- 5.2.1 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; or
- 5.2.2 at its absolute discretion, in writing, extend the timeframe.

5.3.2 upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Land Project, 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.

The Owner covenants and agrees that prior to transferring to or vesting a Land Project to or in Council, the Owner 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 under the Development Contributions Plan with no risk to the public.

The Parties agree that:

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- 6.1.1 the Owner will be entitled to a Credit for the Land Project Value upon the commencement of this Agreement;
- 6.1.2 Council agrees that the Owner will not be required to pay the Development Infrastructure Levy in cash until the Credit determined as set out in Clause 6.1.3 has been exhausted.
- 6.1.3 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 paragraph (a) of this clause 6.1.3 from the Credit until the Credit has been exhausted;
- 6.1.4 when the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:
- (a) the Owner 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 Owner must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance.

7. Localised Infrastructure

The Parties acknowledge and agree that:

- 7.1 this Agreement is intended to relate only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure; and
- 7.2 compliance with the obligations of this Agreement does not relieve the Owner 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.

8. Further obligations of the Parties

8.1 Transaction costs

The Owner is responsible for the payment of all costs and disbursements associated with that transfer or vesting of the Land Project as the case may be.

8.2 Notice and registration

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

8.3 Further actions

The Owner:

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- 8.3.1 must do all things necessary to give effect to this Agreement;
- 8.3.2 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
- 8.3.3 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.

8.4 Council's costs to be paid

The Owner 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:

- 8.4.1 preparing, drafting, finalising, signing and recording this Agreement;
- 8.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 8.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

8.5 Interest for overdue money

The Owner agrees that:

- 8.5.1 the Owner must pay to Council interest in accordance with section 172 of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 8.5.2 if interest is owing, Council will apply any payment made first towards interest and then any balance of the payment will be applied to the principal amount.

9. 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.

10. Owner's warranties

- 10.1 The Owner warrants that apart from the Owner 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.
- 10.2 The Owner warrants that the Land Projects are in an environmental condition such as to be suitable to be used and developed for the purpose for which they are intended to be used under the Development Contributions Plan with no risk to the public.

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11. General matters

11.1 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:

11.1.1 personally on the other Party;

11.1.2 by leaving it at the other Party's Current Address;

11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or

11.1.4 by email to the other Party's Current Email.

11.2 No waiver

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

11.3 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.

11.4 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.

11.5 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.

11.6 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

11.7 Governing law

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

12. GST

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



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- 12.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 12.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 12.4 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.
- 12.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 12.3.

13. GAIC

- 13.1 The Land Project must have any liability for GAIC discharged prior to it being transferred to or vested in Council and to the extent it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council.
- 13.2 The Owner must provide a certificate of release under section 201SY of the Act confirming the release of the Land Project from GAIC liability.

14. Commencement of Agreement

This Agreement commences on the date of this Agreement.

AQ257915C



15. Ending of Agreement

- 15.1 This Agreement ends:
- 15.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or
 - 15.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.
- 15.2 Notwithstanding clause 15.1, the Owner 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.
- 15.3 Council will not unreasonably withhold its consent to a written request made pursuant to clause 15.2 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 15.4 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.
- 15.5 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, 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.



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- 15.6 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner'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.





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Schedule 1

- Wyndham West Development Contributions Plan

AQ257915C

18/09/2017

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Schedule 2

Land Project

DCP Project No.	Description of Land Project*	Land area to be provided under this agreement	Provision Trigger	Authority the Land Project is to be transferred to or vested in.	Services to be available (Av) or connected (Cn).]	Land Project Value	Credit Value
RD07A	Hobbs Road road widening Purchase of land for road widening totalling 3144 sqm	0.2749 ha	Prior to a Statement of Compliance issuing for Stage 1A or such other Provision Trigger agreed by the Parties	Council	Power Gas Water Drainage Telecommunication Sewer	\$151,192 This is a 1 July 2016 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement	\$151,192 This is a 1 July 2016 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement
RD07A	Hobbs Road road widening Purchase of land for road widening totalling 1430 sqm	0.143ha	Prior to a Statement of Compliance issuing for Stage 1B or such other Provision Trigger agreed by the Parties	Council	Power Gas Water Drainage Telecommunications Sewer	\$78,653 This is a 1 July 2016 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement	\$78,653 This is a 1 July 2016 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement

* If necessary, the Land Project can be described by reference to a plan of subdivision or a survey plan or some other accurate drawing or plan relating to the Land Project to be attached as Annexure A.



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Schedule 3

- Subject Land – 50 Hobbs Road, Wyndham Vale being the land described as Lot A on PS 612203Y and being the land described in Certificate of Title Volume 11817 Folio 516
- Planning Permit No. WYP7871/14

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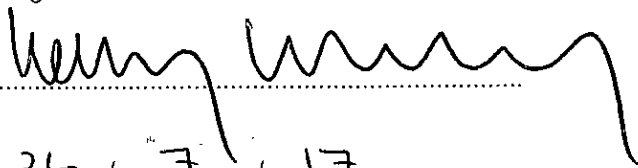
Maddocks

Signing Page

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

EXECUTED as an agreement.

Signed for and on behalf of the **Wyndham
City Council** pursuant to Instrument of
Delegation dated 24 June 2013.

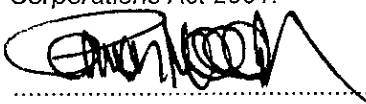

Date 26 / 7 / 17

AQ257915C

18/09/2017 \$94.60 173



Executed by **Avid Property Group Pty Ltd ACN
088212631** in accordance with s 127(1) of the
Corporations Act 2001:


Signature of Director

.....**Cameron Holt**.....
Print full name

2/12/16


Signature of ~~Director~~ Company Secretary


.....**Nicole Bannerman**.....
Print full name
Group General Counsel
35/259 George St
Sydney NSW 2000

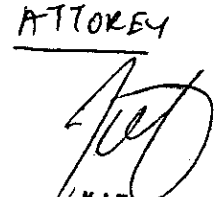


Maddocks

Mortgagee's Consent

ANZ Fiduciary Services Pty Ltd as Mortgagee under instrument of mortgage no. AM391597X consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

WITNESS

ANTHONY HERDEN

ATTORNEY

KIT LIEW

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Page 17 of 17
Mortgagee's Consent
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Document Type	Instrument
Document Identification	AL114846N
Number of Pages (excluding this cover sheet)	11
Document Assembled	31/10/2024 17:55

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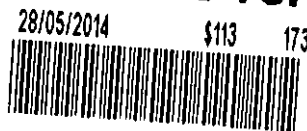
The document is invalid if this cover sheet is removed or altered.

Form 18

Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

AL114846N



Lodged by

Name: Maddocks

Phone: 03 9288 0523

Address: 140 William Street, Melbourne

Ref: NPH: NPH: 5913153

Customer Code: 11578E

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: Lot 1 on PS 708624 being the land described in Certificate of Title Volume 9317 Folio 265, and Lot 2 on LP 125673 being the land described in Volume 9317 Folio 264, and Lot 2 on LP 125673 being the

Authority: Wyndham City Council, Wyndham Civic Centre, 45 Princes Highway, Werribee, Victoria 3030.

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

A copy of the agreement is attached to this application.

Signature for the Authority: 

Name of officer: Kerry Thompson

Office held: Chief Executive Officer

Date: 26/5/2014

AL114846N



PLANNING AGREEMENT

CRG Nominees Pty Ltd

("the Owner")

and

WYNDHAM CITY COUNCIL

THIS AGREEMENT is made the *16th* day of *May*
pursuant to Section 173 of the *Planning and Environment Act* 1987 ("1

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PARTIES:

1. Wyndham City Council of Civic Centre, 45 Princes Highway, Werribee, Victoria 3030 ("**Council**") and
2. CRG Nominees Pty Ltd as trustee for the Wyndham Vale Unit Trust ACN 088 212 631 of Level 4, Podium Building, 120 Collins Street, Melbourne, VIC 3000 ("**the Owner**")

RECITALS:

- 1 Council is responsible for the administration and enforcement of the Wyndham Planning Scheme ("**the Planning Scheme**") pursuant to the provisions of the Planning and Environment Act 1987 ("**the Act**").
- 2 The Owner is the registered proprietor of the land described in Certificates of Title Volume 9317 Folio 265 being Lot 1 on PS708624, and Volume 9317 Folio 264 being Lot 2 on LP 125673 ("**the Land**").
- 3 The Land is zoned Urban Growth Zone ("**UGZ**") and will be subject to a future Development Contributions Plan.
- 4 The Owner and Council acknowledge that development contributions in relation to the Land shall be made generally in accordance with the DCP applying to the land.
- 5 Council will be the collecting agency and the development agency under the DCP.
- 6 Council enters into this Agreement in its capacity as a responsible authority and in its capacity as a collecting agency.
- 7 The DCP will provide that, where the collecting agency agrees in writing, infrastructure projects funded in the DCP may be provided by Owners of Land covered by the DCP, with a credit being provided to the Owner against its Development Contribution Liability.
- 8 Clause 52.01 of the Planning Scheme and the Precinct Structure Plan ("**PSP**") will, together, specify the passive open space contribution to apply to the land.
- 9 The Planning Permit provides, at condition 2, that the 2 lots created by the Plan must not be further subdivided under the excision provisions of clause 37.07-3 of the Planning Scheme.
- 10 The Planning Permit also provides, at condition 3, that the Owner must not construct or cause or permit to be constructed, on the Land a dwelling, garage, carport or any type of outbuilding over the Hobbs Road Frontage and the Ballan Road Frontage.
- 11 The parties enter into this Agreement to facilitate the requirements referred to in these Recitals.

IT IS AGREED THAT:

1. Without limiting the operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the Act.
2. This Agreement shall come into force immediately and shall run with the title to the Land.



Interpretation

3. The parties agree that in the interpretation of this Agreement:

"Agreement" means this agreement, as amended from time to time.

"Ballan Road Frontage" means the area set aside for the widening of Ballan Road as described on the Public Acquisition Overlay Plan as PAO2 exhibited as part of Amendment G21 to the Wyndham Planning Scheme, as subsequently approved and gazetted under the Wyndham Planning Scheme.

"Certification" means certification of a plan of subdivision by Council under the *Subdivision Act 1988*;

"Community Infrastructure Levy" means the community infrastructure levy required to be paid pursuant to a Planning Permit and clause 45.06 of the Planning Scheme;

"Development" means the development intended to be carried out on the Land;

"Development Contributions Liability" has the meaning given in clause 17;

"DCP" means the draft Wyndham West Development Contributions Plan, August 2013, or as later amended and approved under any revision to the Wyndham West Development Contributions Plan.

"Development Infrastructure Levy" means the development infrastructure levy required to be paid pursuant to a Planning Permit and clause 45.06 of the Planning Scheme;

"Grima Lot" means lot 1 on PS612204W and lot 1 on PS612203Y;

"Hobbs Road Frontage" means a proposed area of land for the widening of Hobbs Road of approximately 14 metres in width as is more particularly described as 'Infrastructure Project RD-05' and the area set aside for the intersection of Hobbs Road with Ballan Road described as "infrastructure Project IN-15 in the DCP;

"Land" means the land referred to in recital 2;

"Net Developable Area" will be defined in the future DCP;

"Owner" shall be deemed to include the Owner's successors, assignees and transferees and the obligations imposed upon and assumed by the Owner with respect to the Land of which it is registered as proprietor shall also be binding on its successors, transferees, Purchasers, mortgagees, assigns and any person obtaining possession of whole or part of the Land ("**the successors**") as if each of those successors had separately executed this Agreement;

"Plan" means plan of subdivision PS612204W;

"Planning Permit" means planning permit WYP6366/12 as amended from time to time;

"Planning Scheme" means the Wyndham Planning Scheme, as amended from time to time;

"Practical Completion" means when practical completion is achieved under the relevant building contract for the Potential DCP Project;

"Potential DCP Project" means a project funded partially or wholly by the future DCP that is reasonably required or desirable to be provided as part of the development of the Land;

"PSP" means the future Precinct Infrastructure Plan (currently known as the Ballan Road Precinct Structure Plan which will be referred to in a future Schedule to the UGZ;

“Residential Lot” means a lot which is of a size and dimension such that it is intended to be developed as a house lot without further subdivision; and

“Statement of Compliance” means a statement of compliance issued by Council under the *Subdivision Act 1988*;

Interpretation

4. The parties agree that in the interpretation of this Agreement:

- 4.1 The singular includes the plural and the plural includes the singular;
- 4.2 A reference to a gender includes a reference to each other gender;
- 4.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law;
- 4.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally;
- 4.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes;
- 4.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement; and
- 4.7 The recitals to this agreement are and will be deemed to form part of this Agreement including any terms defined within the recitals.

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Severability

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

Obligations of the Parties

6. The Owner agrees:

- 6.1 to make contributions towards the provision of infrastructure as set out in the DCP; and
- 6.2 to make a contribution towards the provision of major active and passive open space as set out in the PSP and DCP;

Owner Not to Subdivide Further Under Clause 37.07-3 of the Planning Scheme

7. The Owner must not subdivide any further either of the lots created by the Plan under clause 37.07-3 of the Planning Scheme. Nothing in this clause 7 operates to limit the Owner from subdividing the lots created by the Plan further when the PSP is applied.

Owner not to build over

8. Subject to clause 9, the Owner shall not without the prior written consent of Council construct, or cause or permit to be constructed, on the Hobbs Road Frontage or the Ballan Road Frontage a dwelling, garage, carport or any type of outbuilding.

9. The parties agree and acknowledge that:

- 9.1 the provisions of clause 8 do not prejudice the right of the Owner to trigger claim, or otherwise disadvantage the Owner with respect to, any compensation payable under the Land Acquisition and Compensation Act 1986 as a result of any public acquisition overlay being applied over the Ballan Road Frontage; and

- 9.2 in the absence of clause 8 and the proposed public acquisition overlay the Owner would otherwise have sought to include the Ballan Road Frontage in the proposed future subdivision and development of the Land.

Credits to be allowed by Council

10. Council agrees that upon entering into this Agreement, where applicable Council will allow the Owner:
- 10.1 a credit against its Development Contributions Liability in relation to the transfer to, or vesting in, Council of any land for arterial roads and major pathways in accordance with clause 6.1, including, without limitation, the Hobbs Road Frontage;
- 10.2 a credit against its Development Contributions Liability in relation to the vesting of any land for community facilities in Council, in accordance with clause 6.1; and
- 10.3 a credit against its Development Contributions Liability in relation to the vesting of any Active Open Space Reserve in Council, in accordance with clause 6.1.

Potential Works In Kind

11. The Owner may apply for approval to construct, or provide (as land), one or more of the Potential DCP Projects. The Owner's application must be in writing and must be given to Council at least 3 months prior to the proposed commencement of construction of a Potential DCP Project or the proposed provision via vesting or transfer of land to Council in respect of a Potential DCP Project.
12. If Council allows the Owner to provide a Potential DCP Project, the Owner agrees that it will construct the Potential DCP Project:
- 12.1 in accordance with the plans and specifications approved by Council under clause 11 of this Agreement;
- 12.2 by a date to be agreed with Council; and
- 12.3 to the reasonable satisfaction of Council.
13. If Council allows the Owner to construct a Potential DCP Project, the Owner must submit proposed plans and specification details for the Potential DCP Project to Council for approval. The proposed design and specification details for the Potential DCP Project must be in accordance with the DCP unless otherwise agreed in writing.
14. If the Owner does not meet the timeframe set out in clause 12.2, Council may:
- 14.1 extend the time for completion of the Potential DCP Project;
- 14.2 refuse to issue any further Statements of Compliance for subdivision until the Potential DCP Project is completed; or
- 14.3 extend the time for completion of the Potential DCP Project and require a bank guarantee to secure the completion of the Potential DCP Project.

If Council allows the provision of a Potential DCP Project, then upon Practical Completion of the Potential DCP Project Council will allow the Owner a credit against its Development Contributions Liability equal to the value listed for that Potential DCP Project in the DCP.

If Council allows the provision of land comprising a Potential DCP Project, then upon vesting in or transfer to Council of the land comprising the Potential DCP Project,

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Council will allow the Owner a credit against its Development Contributions Liability equal to the value listed for that Potential DCP Project in the DCP.

Balancing liabilities and credits and carrying forward of credit

17. Subject to clause 19, the Owner acknowledges that it will have a liability (**"Development Contributions Liability"**) in relation to the Land and it must:
 - 17.1 pay the Development Infrastructure Levy in cash calculated on a per net developable hectare basis as set out in the DCP:
 - 17.1.1 after Certification of the plan of subdivision for the relevant stage of subdivision and not more than 21 days prior to the issue of a Statement of Compliance in respect of the plan of subdivision for the relevant stage of subdivision; or
 - 17.1.2 as agreed with Council; and
 - 17.2 pay the Community Infrastructure Levy payable in relation to the Residential Lots to be created by a stage prior to issue of a Statement of Compliance for that stage or otherwise as agreed with Council.
18. Subject to clause 19, the Owner agrees to pay its Development Contributions Liability on a stage-by-stage basis except as otherwise provided for in this Agreement.
19. Council agrees:
 - 19.1.1 that the Owner will not be required to pay as Development Contributions Liability until all credits the Owner is entitled to under this Agreement have been exhausted; and acknowledges
 - 19.2 that, upon the Owner complying with its obligations under this Agreement, the Owner will have, in relation to the Land, fully discharged its obligations in relation to the Owner's Development Contributions Liability.

Adjustment and administration

20. The parties agree that, unless otherwise specified, any dollar amounts in this Agreement are to be adjusted, in accordance with the methodology to be specified in the DCP:
 - 20.1 in relation to land; and
 - 20.2 in relation to works.
21. The parties acknowledge and agree that the table contained in Schedule 1 reflects the parties' understanding of the table to be completed and maintained by Council to record payments to be made by and the credits to be granted to the Owner under this Agreement.
22. The Owner must on 1 July in each year after the execution of this Agreement prior to seeking a Statement of Compliance for a stage submit a table in substantially the same form as Schedule 1 but adjusted for indexation and land adjustments in accordance with the DCP and which also takes into account payments made, credits allowed and credit utilised all to the reasonable satisfaction of Council.
23. In relation to a planning permit for subdivision of the Land other than the Planning Permit, the Owner must:
 - 23.1 prior to commencing works pursuant to a permit; and

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- 23.2 prior to seeking a Statement of Compliance for a stage of the subdivision approved by such planning permit, submit a table in the format contained at Schedule 1, which is cross referenced to the DCP and sets out DCP payments made, DCP credits allowed and DCP credit utilised.

Agreed Land Values

24. Council and the Owner agree that:

- 24.1 the provisions of this Agreement that refer or relate to land values are intended to replace 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 any part of the Land; and
- 24.2 upon payment being made in accordance with this Agreement whether as a monetary amount or by a credit in respect of any of the Land, 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 any part of the Land.

Disputes

25. In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, such a dispute shall be referred to the Victorian Civil and Administrative Tribunal ("the tribunal") for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the tribunal pursuant to the Act, such matters shall be referred to arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the chairman of the Victorian chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration pursuant to the Commercial Arbitration Act 2011.
26. Where provision is made in this Agreement that any matter be done to the satisfaction of the Council or any of its officers and a dispute arises in relation thereto, such disputes shall be referred to the tribunal in accordance with Section 149 (1) (b) of the Act.
27. The parties shall be entitled to legal representation for the purposes of any arbitration or referral referred to under clauses 25 and 26. Unless the arbitrator, chairman, nominee or the tribunal shall otherwise direct, each party must bear its own costs.

Owner's Covenants

28. The Owner warrants and covenants that as at the date hereof, the Owner is the registered proprietor of the Land;
29. Without limiting the operation or effect which this Agreement has, apart from the Owner and any other person who has consented in writing to this Agreement and those parties who have entered into a contract of sale for purchase or transfer of a lot prior to registration of the relevant plan of subdivision, no other person has any interest, either legal or equitable, in the Land which may be affected by this Agreement.

The Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in Section 42 of the *Transfer of Land Act 1958* as far as the Owner is aware.

Registration of Agreement

- Council and the Owner shall do all things necessary (including signing any further Agreement, acknowledgment or document) to enable Council to register this Agreement on the certificate of title to the Land, in accordance with section 181 of the Act.

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

Ending of agreement

- 32. Subject to clause 33, this Agreement ends when the Owner has complied with all of the Owner's obligations under this Agreement. Council must, within 10 days of receiving a written request from the Owner, sign and return an application under section 183(3) of the Act to end this Agreement.
- 33. If Council issues a statement of compliance for a stage of the Development, it must at the same time issue the Owner with a signed application to the Land Registry under section 183(1) of the Act to end this Agreement in respect of all of the land contained in that stage.
- 34. Clause 8 ceases to have effect with respect to:
 - 34.1 the Ballan Road Frontage should the Council withdraw or not apply the proposed public acquisition overlay over the Ballan Road Frontage; and
 - 34.2 the Hobbs Road Frontage should that area cease to be the subject of a road widening proposal in an infrastructure project in the Wyndham West Development Contributions Plan.

Notification to Successors in Title

- 35. The Owner will not sell, transfer, assign or otherwise part with possession of the Land or any part thereof without first disclosing to the intended Purchaser, transferee or assignee the existence and nature of this agreement.
- 36. The Owner and Council acknowledge and agree that this agreement is made pursuant to Section 173 of the Act and during the period of this agreement the obligations imposed on the Owner are conditions on which the Land may be used or developed for specified purposes and are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and bind the Owner, their successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the Land and every part of the Land.

Owner may apply for planning permission

The parties acknowledge and agree that this agreement will not and is not intended to prejudice the rights of the Owner to make any application under the Planning Scheme for permission to use and develop the Land or prevent or constrain the Council from considering and determining any such application in accordance with the requirements of the Planning Scheme and the Act.

Notice

- 37. A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:

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- 38.1 By delivering it personally to that party;
- 38.2 By sending it by prepaid post addressed to that party at the address set out in this agreement or subsequently notified to each party from time to time; or
- 38.3 By sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

39. A notice or other communication is deemed served:

- 39.1 If delivered, on the next following business day;
- 39.2 If posted, on the expiration of two business days after the date of posting; or
- 39.3 If sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

Entire understanding

40. This Agreement:

- 40.1 Is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
- 40.2 Supersedes any prior agreement or understanding on anything connected with that subject matter.

Counterparts

- 41. This Agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the parties on the exchange of the executed counterparts. A copy of the original executed counterpart sent by facsimile machine or email:
 - 41.1 Must be treated as an original counterpart;
 - 41.2 Is sufficient evidence of the execution of the original; and
 - 41.3 May be produced in evidence for all purposes in place of the original.

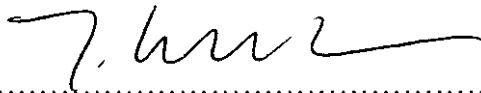
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- 10 -

IN CONFIRMATION of their agreement the parties have executed this agreement on the date set out at the commencement of this agreement.

EXECUTED by
CRG Nominees Pty Ltd
ACN 088 212 631 in
accordance with Section 127 of the
Corporations Act 2001 by being signed by
those persons who are authorised to sign for
the company:



Director

Full name:
Jonathan Peter Callaghan

Address: Level 6 No. 126
Phillip Street, Sydney NSW 2000



Director

Full name:
Cameron Richard Holt

Address: Level 6 No. 126
Phillip Street, Sydney NSW 2000

SIGNED FOR AND ON BEHALF OF
WYNDHAM CITY COUNCIL pursuant to an
Instrument of Delegation dated 24 June 2013



KERRY THOMPSON, CEO
Name and Position Title

26th May 2014
Date



PROPOSED NEW RESIDENCE

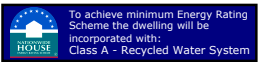
Lot 1424, 139 BRIGHTVALE BOULEVARD WYNDHAM VALE 3024

FOR CONSTRUCTION - ARCHITECTURAL DRAWINGS



Kiara Designs

THE VALLEY HOMES GROUP
THIS DOCUMENT IS THE PROPERTY OF THE VALLEY HOMES GROUP
BUILDING PERMIT NUMBER: CBS 11 19427846 12281974
ISSUED DATE: 29/10/2024
FOR INSPECTIONS & ENQUIRIES CALL (03) 9304 4412



G E N E R A L N O T E S

ALL WORKS TO BE CARRIED OUT IN ACCORDANCE WITH BUILDING ACT 1993, BUILDING REGULATIONS 2018, NCC 2022 AND RELEVANT STANDARDS.

THE BUILDER AND SUBCONTRACTOR TO VERIFY ALL EXISTING CONDITIONS, RELEVANT LEVELS AND DIMENSIONS ON-SITE PRIOR TO COMMENCING ANY BUILDING WORKS OR PREFABRICATION.

ARCHITECTURAL DRAWING SHALL BE READ IN CONJUNCTION WITH ANY STRUCTURAL ENGINEERING COMPUTATIONS OR STRUCTURAL DRAWINGS.

FIGURED DIMENSIONS TAKE PRECEDENCE OVER SCALED DRAWINGS.

BUILDER TO ADHERE TO ALL BUILDING PERMIT CONDITIONS AND PLANNING PERMIT CONDITIONS. PLEASE CONSULT ARCHITECT IF THERE ARE ANY DISCREPANCIES.

ALL MATERIALS & METHODS OF CONSTRUCTION SHALL COMPLY WITH RELEVANT S.A.A CODES, NCC 2022 AND LOCAL COUNCIL BY- LAWS.

DO NOT SCALE DRAWINGS

PROVIDE IMPERVIOUS FLOOR & WALL FINISHES TO ALL WET AREAS IN ACCORDANCE WITH NCC 2022 PART 10.2.1.

CONNECT STORMWATER AND SULLAGE DRAINS INTO LEGAL POINTS OF DISCHARGE , ALL DRAINS SHALL COMPLY WITH LOCAL AUTHORITIES REGULATIONS AND AS3500.3-2018.

PROVIDE 90MM DIA. AGRICULTURAL DRAINS TO THE BASE OF ALL EXCAVATIONS BANKS AND RETAINING WALLS. CONNECT TO STORMWATER VIA SILT PIT.

SMOKE ALARMS TO COMPLY WITH AS3786-2014. SMOKE ALARMS TO BE INSTALLED IN ACCORDANCE WITH NCC 2022. SMOKE ALARMS MUST BE INTERCONNECTED DIRECTLY TO MAINS POWERS.

REFER TO SOIL REPORT FOR SOIL CLASSIFICATIONS AND FOUNDING DEPTHS. ALL EXPOSED STEEL TO BE HOT DIPPED GALVANISED.

PROVIDE MECHANICAL VENTILATION IN ACCORDANCE WITH NCC 2022 AS REQUIRED. ALL EXHAUST FANS ARE TO DISCHARGE TO THE EXTERIOR OF THE BUILDING.

FOOTINGS REINFORCED CONCRETE STRIP FOOTINGS & PAD FOOTINGS TO ENGINEERS DESIGN. FOOTING CONSTRUCTION TO COMPLY WITH NCC 2022.

WALL FRAMING TIMBER WALL FRAMING IS TO COMPLY WITH AS1684.2-2010 "RESIDENTIAL TIMBER FRAMED CONSTRUCTION NON-CYCLONIC AREAS" AND OR AS1684.3-2010 "RESIDENTIAL TIMBER FRAMED CONSTRUCTION CYCLONIC AREAS" AND WITH SUPPLEMENTARY TABLES.

PROVIDE DOUBLE STUD, STUMP & PAD UNDER ALL LOAD POINTS.

ALL STRUCTURAL STEEL IS TO COMPLY WITH AS4100-1998 (R2016).

WALL TIE DOWNS ARE TO BE INSTALLED IN ACCORDANCE WITH NCC 2022 PART 7.3. THE TYPES OF WALL TIES DOWNS MAY BE INCLUSIVE OF METAL STRAPS, BOLTS, SCREWS, COACH SCREWS AND FRAMING ANCHORS.

ALL EXTERNAL STEEL LINTELS ARE TO BE HOT DIPPED GALVANIZED AND THE WALL TIES PROVIDED ARE TO BE STAINLESS STEEL (PART 6.3 OF THE NCC 2022).

MASONRY ALL MASONARY WORK IS TO COMPLY WITH AS4773-SET:2015 AND NCC 2022.

CONCRETE STRUCTURES ALL CONCRETE STRUCTURES ARE TO COMPLY WITH AS 3600-2018 AND NCC 2022.

INSULATION REFER TO ENERGY REPORT FOR INSULATION REQUIREMENTS IN WALLS AND CEILINGS. PROVIDE SOUND-DAMPENING AND SARKING TO METAL ROOFS: 50 MM THICK FIBERGLASS BLANKETS. SISILATION FLAMMABILITY INDEX NO GREATER THAN 5. SUPPLY AND INSTALL SISILATION

WINDOWS/GLAZING ALL WINDOWS SHALL CONFORM TO AS2047-2014 AND ALL GLAZING TO AS1288 -2021 & NCC 2022 PART 8.1.

GLAZING WITHIN 2000MM OF THE F.F.L IN BATHROOMS OR ENSUITES IS TO BE GRADE A SAFETY GLASS.

ALL SIZES SHOWN ARE NOMINAL AND SHOULD BE COMPARED TO MANUFACTURERS STANDARD SCHEDULE BEFORE CONSTRUCTION COMMENCES. NON-STANDARD WINDOWS TO HAVE SIZES CHECKED ON SITE PRIOR TO MANUFACTURING. REFER TO ELEVATIONS FOR SASH ARRANGEMENT. ALL WINDOW SIZES & CLEARANCES TO BE CHECKED ON SITE PRIOR TO MANUFACTURING.

GRADE A SAFETY GLASS IS REQUIRED TO ALL GLAZING IN BATHROOMS, ENSUITES, SPA ROOMS, SHOWER DOORS, SHOWER SCREENS, BATH ENCLOSURES, AND ASSOCIATED WINDOWS, WHERE THE LOWEST SIGHT LINE IS LESS THAN 2.0 M ABOVE THE HIGHEST ABUTTING FINISHED LEVEL OF THE FLOOR, BOTTOM OF THE BATH, OR SHOWER BASE

PLEASE NOTE THAT WINDOWS CAPABLE OF BEING MISTAKEN FOR A DOORWAY OR OPENING AND GREATER THEN 500MM IN WIDTH, 1M IN HEIGHT AND WITHIN 700MM OF THE FINISHED FLOOR ARE TO BE PROVIDED WITH A MID-HEIGHT MOTIF WITHIN ITS PANEL IN ACCORDANCE WITH NCC 2022.

TIMBER FRAMING TIMBER WALL FRAMING IS TO COMPLY WITH AS1684.2-2010 "RESIDENTIAL TIMBER FRAMED CONSTRUCTION NON-CYCLONIC AREAS" AND OR AS1684.3-2010 "RESIDENTIAL TIMBER FRAMED CONSTRUCTION CYCLONIC AREAS" AND WITH SUPPLEMENTARY TABLES. PROVIDE DOUBLE STUD, STUMP & PAD UNDER ALL LOAD POINTS.

WALL BRACING LAYOUT IN CONJUNCTION WITH THE WALL TIE DOWN DETAILS (TOP PLATES TO STUDS) ARE TO COMPLY WITH AS1684-2021. WALL TIE DOWNS (TOP PLATES TO STUDS) ARE TO BE INSTALLED AT MINIMUM 1800 CTRS (EVERY 4TH STUD). THE TYPES OF WALL TIES DOWNS MAY BE INCLUSIVE OF METAL STRAPS, BOLTS, SCREWS, COACH SCREWS AND FRAMING ANCHORS. WALL BRACING NO GREATER THEN 9M APART.

TRUSS/POSISTRUTT PROVIDE AN ELECTRONIC COPY OF THE ROOF TRUSS/POSISTRUTT MANUFACTURER'S DESIGN AND LAYOUT OF THE BEAMS ARE TO BE SUBMITTED PRIOR TO THE FRAME INSPECTION BEING CARRIED OUT. NOTE: THE FRAME INSPECTION WILL NOT BE CARRIED OUT UNTIL SUCH TIME.

THAT COPY OF FULL TRUSS COMPUTATIONS AND LAYOUT PLANS ARE PROVIDED AND APPROVED BY THE RELEVANT BUILDING SURVEYOR. NOTE DISCS WILL NOT BE ACCEPTED.

CONCRETE: ALL CONCRETE MATERIAL AND WORKMANSHIP SHALL BE IN ACCORDANCE AS3600-2018 CONCRETE STRUCTURES CODE.

ALL CONCRETE SHALL BE CURED IN ACCORDANCE WITH AS3600- 2018. ALL REINFORCEMENT TO BE LAID AND LAPPED TO MANUFACTURERS SPECIFICATIONS ON APPROVED BAR CHAIRS.

CONCRETE STRENGTH 25MPA (MIN) AT 28 DAYS.

ALL WORKS TO BE IN ACCORDANCE WITH AS2870-2011 - "RESIDENTIAL SLABS AND FOOTING CONSTRUCTION" OWNERS MUST RECOGNIZE THEIR RESPONSIBILITIES NOTED IN AS 2870-2011 AND MORE DETAIL IN C.S.I.R.O PUBLICATION "GUIDE TO HOMEOWNERS ON FOUNDATION MAINTENANCE AND PERFORMANCE."

ALL EXCAVATIONS SHOULD BE CAREFULLY INSPECTED BY A COMPETENT PERSON AND THIS OFFICE CONTACTED IMMEDIATELY IF CONDITIONS OTHER THAN THOSE DESCRIBED IN THE SOIL REPORT ARE ENCOUNTERED.

CONCRETE SLAB REINFORCED CONCRETE FLOOR SLAB TO ENGINEERS DESIGN. CONSTRUCTION OF CONCRETE SLAB TO COMPLY WITH NCC 2022 & AS2870.

FLOORING REINFORCED CONCRETE FLOOR SLAB TO ENGINEERS DESIGN. CONSTRUCTION OF CONCRETE SLAB TO COMPLY WITH NCC 2022 & AS2870.

SUB-FLOOR SUB-FLOOR VENTILATION IS TO BE INSTALLED AT A MINIMUM OF EVERY 6000MM² PER METER RUN OF WALL IN COMPLIANCE WITH NCC 2022. THE SUB-FLOOR ACCESS DOOR IS TO BE LOCATED IN A READILY ACCESSIBLE POSITION.

ROOFING TIMBER ROOF FRAMING IS TO COMPLY WITH AS1684.2-2021 "RESIDENTIAL TIMBER FRAMED CONSTRUCTION NON-CYCLONIC AREAS" AND OR AS1684.3-2021 "RESIDENTIAL TIMBER FRAMED CONSTRUCTION CYCLONIC AREAS" AND WITH SUPPLEMENTARY TABLES.

TIMBER ROOF TRUSSES AT 900MM CTS TO MANUFACTURERS SPECIFICATIONS PROVIDE GALV. IRON CROSS BRACING OVER ROOF TRUSSES EXPOSED COLORBOND GUTTERS AND FASCIAS, INSTALLED PER NCC. 2022.

ALL ROOF STORMWATER DRAINAGE SHALL COMPLY WITH AS3500.3-2018 ENSURE ALL SARKING BENEITH TILED ROOFS IS PROVIDED IN ACCORDANCE WITH PART 7.3.OF THE NCC 2022, AND HAS A FLAMMABILITY INDEX OF NOT MORE THEN 5.

STEEL PROTECTION ALL EXTERNAL STEEL LINTELS ARE TO BE HOT DIPPED GALVANIZED AND THE WALL TIES PROVIDED ARE TO BE STAINLESS STEEL, PLEASE CONFIRM THIS ON PLAN. (PART 6.3 OF THE NCC 2022).

STAIRS • STAIRS, STEPS & LANDINGS TO COMPLY WITH NCC. 2022. • RISERS - 115MM MIN, 190MM MAX. • GOINGS - 240MM MIN 355MM MAX. • HANDRAIL TO BE 865MM ABOVE NOSING OF TREAD. • 1000MM HIGH BALUSTRADING & 865 ABOVE STAIR NOSING • 125MM MAXIMUM BETWEEN BALUSTERS • PROVIDE 2000MM MIN HEAD ROOM CLEARANCE FROM TREAD NOSING • MAX 3 RISERS OR 570MM WITHOUT A LANDING TO DOOR OPENING. • SLOPE RELATIONSHIP 2R + G 550MIN - 700MAXTHE MAXIMUM GAP BETWEEN RISERS IN OPEN STAIRS IS 125MM WHERE THE STAIR IS IN EXCESS OF 1000MM ABOVE THE ADJACENT FLOOR LEVEL. • ALL TREADS ARE TO HAVE A NON-SLIP FINISH OR A NON-SLIP STRIP IS TO BE PROVIDED TO THE NOSING.

HANDRAILS A HANDRAIL IS TO BE PROVIDED ALONG AT LEAST ONE SIDE OF THE INTERNAL STAIRS. THE TOP SURFACE OF THE HANDRAIL IS TO BE NOT LESS THAN 865MM VERTICALLY ABOVE THE NOSINGS OF THE STAIR TREADS AND HAVE NO OBSTRUCTION ON OR ABOVE.

DRAINAGE ALL EXISTING UNDERGROUND SERVICES ARE TO BE LOCATED PRIOR TO EXCAVATION FOR NEW PIPES LINES AND NO EXISTING SERVICE SHALL BE DISCONNECTED OR DISTURBED WITHOUT APPROVAL FROM ENGINEER.

STORM-WATER DRAINS SHALL BE 100MM DIAMETER AT A GRADE OF 1:100 UNLESS NOTED OTHERWISE.

ALL PIPE JUNCTIONS SHALL BE WITH A 45 DEGREE JOINT.

ALL U-PVC PIPES SHALL CONFORM TO AS1260-2009 "PVC-U PIPES AND FITTINGS FOR DRAIN, WASTE AND VENT APPLICATION"

THE SITE SHOULD BE DRAINED SO THAT THE WATER CANNOT POND AGAINST OR NEAR THE BUILDING. THE GROUND IMMEDIATELY ADJACENT TO THE BUILDING SHOULD BE GRADED TO FALL 50MM OVER THE FIRST METER. WHERE THIS IS IMPRACTICABLE (I.E. SEVERAL SLOPING SITES) USE AGGIE DRAINS ADJACENT TO THE FOOTINGS WHERE THE GROUND FALLS TOWARDS THE BUILDING.

SURFACE DRAINAGE THE GROUND BENEATH SUSPENDED FLOORS MUST BE GRADED SO THAT THE AREA BENEATH THE BUILDING IS ABOVE THE ADJACENT EXTERNAL FINISHED GROUND LEVEL AND SURFACE WATER IS PREVENTED FROM PONDING UNDER THE BUILDING.

TERMITE TREATMENT SITE TO BE TREATED AGAINST SUBTERRANEAN TERMITES IN ACCORDANCE WITH AS3660.1 TO LOCAL AUTHORITIES SATISFACTION AS3660.1 TERMITE MANAGEMENT REQUIRES A MINIMUM OF 400MM CLEARANCE FROM GROUND LEVEL TO THE UNDERSIDE OF THE BEARER (THIS CAN BE REDUCED TO 200MM ON A SLOPING SITE)

MECHANICAL VENTS ANY CONTAMINATED AIR FROM A SANITARY COMPARTMENT OR BATHROOM MUST A.EXHAUST DIRECTLY TO OUTSIDE THE BUILDING BY WAY OF DUCTS; OR B.EXHAUST INTO THE ROOF SPACE PROVIDED- (I) IT IS ADEQUATELY VENTILATED THAT COMPLIES WITH NCC 2022 (II) THE ROOF IS CLAD IN ROOFING TILES WITHOUT SARKING OR SIMILAR MATERIALS WHICH WOULD PREVENT VENTING THROUGH GAPS BETWEEN TILES

EXHAUST FAN DISCHARGE RATES TO BE A. SANTITARY COMPARTMENTS AND BATHROOMS - 25l/s B. KITCHEN AND LAUNDRY - 40l/s

DOWNPIPES 100X50 OR 90MM DIAMETER DOWNPIPES ARE REQUIRED TO BE PROVIDED AT 12 METER MAXIMUM SPACING.

MINIMUM BOX GUTTER DIMENSIONS SHALL BE 200MM WIDE X 100MM DEEP.

ALL DOWNPIPES ARE TO BE CONNECTED TO THE APPROVED POINT OF DISCHARGE TO THE SATISFACTION OF THE RELEVANT BUILDING SURVEYOR.

WASTE PIPE LAGGING PROVIDE SOUND ABSORBING INSULATION AROUND ALL WASTE PIPES FROM FIRST FLOOR WET AREAS (BATHROOMS/ENSUITES/LAUNDRY)

TOILET DOORS TOILET DOORS ARE TO BE FITTED WITH REMOVABLE HINGES, OR ARE TO SWING OUT, OR BE SLIDING WHERE THE HINGE IS WITHIN 1200MM OF THE PAN.

WEEPHOLES OPEN PERPENDICULAR JOINTS 'WEEPHOLES' MUST BE PROVIDED ABOVE ALL OPENINGS OVER 1200MM WIDE AND 1200MM CTRS IMMEDIATELY ABOVE THE DPC.

WET AREAS TO COMPLY WITH NCC 2022 10.2.

PLIABLE BUILDING MEMBRANE PLIABLE BUILDING MEMBRANE TO BE PROVIDED IN ACCORANCE WITH NCC 2022 AND TO BE LOCATED ON THE EXTERIOR SIDE OF THE PRIMARY INSULATION LAYER OF WALL ASSEMBLIES THAT FORM THE EXTERNAL ENVELOPE.

ALL PLIABLE BUILDING MEMBRANES SHALL COMPLY WITH AS4200.1 AND INSTALLED IN ACCORDANCE WITH AS4200.2.

BUSHFIRE ATTACK LEVEL CLASSIFICATION = TO BE DETERMINED BY REGISTERED BUILDING SURVEYOR IF REQUIRED.

FLASHING ALL FLASHING TO BE INSTALLED IN ACCORDANCE WITH AS/NZS 2904-1995 AND COMPLY WITH THE BCA.


ARTICULATION JOINTS ARTICULATION JOINTS ARE TO COMPLY WITH PART 5.2.5 OF THE NCC 2022 (MINIMUM EVERY 5M CENTRES).

LOGS FOR PILES OR PIERS UPON COMPLETION, PROVIDE A COMPLETE COPY OF THE RECORDS FOR THE PILE/PIER DRIVING OPERATIONS.


LIGHTING MAINS ELECTRICITY SUPPLY, TELSTRA AND OTHERS TO BE LOCATED IN ACCORDANCE WITH THE RESPONSIBLE AUTHORITIES REQUIREMENTS. ALL ELECTRICAL SWITCHES AND POINTS SHALL BE INSTALLED IN ACCORDANCE WITH AS3000-2018, NCC AND ELECTRICAL AUTHORITIES REQUIREMENTS. PROVIDE SAFETY SWITCHES (RCD) TO ALL LIGHTING AND POWER POINT CIRCUITS.

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Opes BUILDING SOLUTIONS

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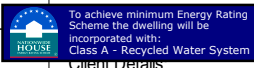
10/2024

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NO:	DESCRIPTION	DATE
1	PRELIMINARY	26/02/2024
2	PRELIMIANRY WORKING DWG	02/09/2024

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SIGNED _____ DATE _____
SIGNED _____ DATE _____



PROJECT:
PROPOSED NEW RESIDENCE

ADDRESS:
LE BOULEVARD WYNDHAM

DRAWING:
GENERAL NOTES & DRAWING SCHEDULE

SCALE:
@A3
JOB NUMBER:
8603
DATE:
02/09/2024



DRAWING NUMBER:
A0002 /2
CHECKED BY: AR
DRAWN BY: RGM

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FOR CONSTRUCTION

SITE PLAN NOTES

- STORM WATER AND SEWER TO BE CONNECTED TO LEGAL POINT OF DISCHARGE IN ACCORDANCE WITH LOCAL AUTHORITIES REQUIREMENTS DOWNPIPES (DP) TO APPROX. LOCATION MAX 12M CRTS. CONNECTED TO S/WATER SYS. IN ACCORDANCE WITH LOCAL COUNCIL REQUIREMENTS. ALL S/WATER DRAINS THAT PASS UNDER CONC. SLABS AND TRAFFICABLE AREAS TO BE LAID IN HEAVY DUTY SEWER PIPE.
- BUILDER TO PROVIDE AGI DRAIN TO BASE OF BATTERS / RETAINING WALLS & WHERE EVER DEEMED NECESSARY. PROVIDE SILT PITS TO BASE OF BATTER, CONNECTED TO S/WATER SYSTEM. TYPICAL.
- PROVIDE CUT - OFF (AGI) DRAIN AS REQUIRED TO BASE OF ANY EXCAVATION AND CONNECT INTO STORM WATER VIA SILT PITS.
- PROPERTY LAYOUT IS BASED UPON INFORMATION PROVIDED BY BUILDER OR OWNER AND THEREFORE ALL DIMENSIONS, OFFSETS AND DETAILS MUST BE VERIFIED ONSITE PRIOR TO COMMENCING ANY SETOUTS AND OR BUILDING WORKS.
- LEVELS MUST BE VERIFIED ON SITE TO DETERMINE DEPTH OF EXCAVATIONS AND AFFECTED WALL HEIGHTS PRIOR TO COMMENCING ANY BUILDING WORK.
- PROVIDE TERMITE PROTECTION TREATMENT TO SITE IN ACCORDANCE WITH AS3660.1 AS PER LOCAL AUTHORITY PROPERTY ASSESSMENT.

BUILDER NOTES

- BUILDER AND CONTRACTORS ARE TO CHECK AND VERIFY ALL PLANS AND DRAWINGS PRIOR TO COMMENCING CONSTRUCTION. ANY DISCREPANCIES ON THE DRAWINGS MUST BE REPORTED TO THE RELEVANT BUILDING DESIGNER IMMEDIATELY PRIOR TO COMMENCING CONSTRUCTION
- BUILDER TO ENSURE NO PART OF CONSTRUCTION ENCROACHES TITLE BOUNDARIES OR EASEMENT LINES U.N.O.
- REFER TO ENG'S DETAILS AND SOIL REPORT FOR REQUIREMENTS IN FOOTINGS & BUILDING OVER REMOVED OR RETAINED TREES FOR THIS SITE OR ADJACENT

ASSET PROTECTION

- BUILDER TO CONFIRM LOCATION OF ALL EXTERNAL ASSETS PRIOR TO COMMENCING CONSTRUCTION. RELOCATION MAY BE REQUIRED.

TERMITE NOTES

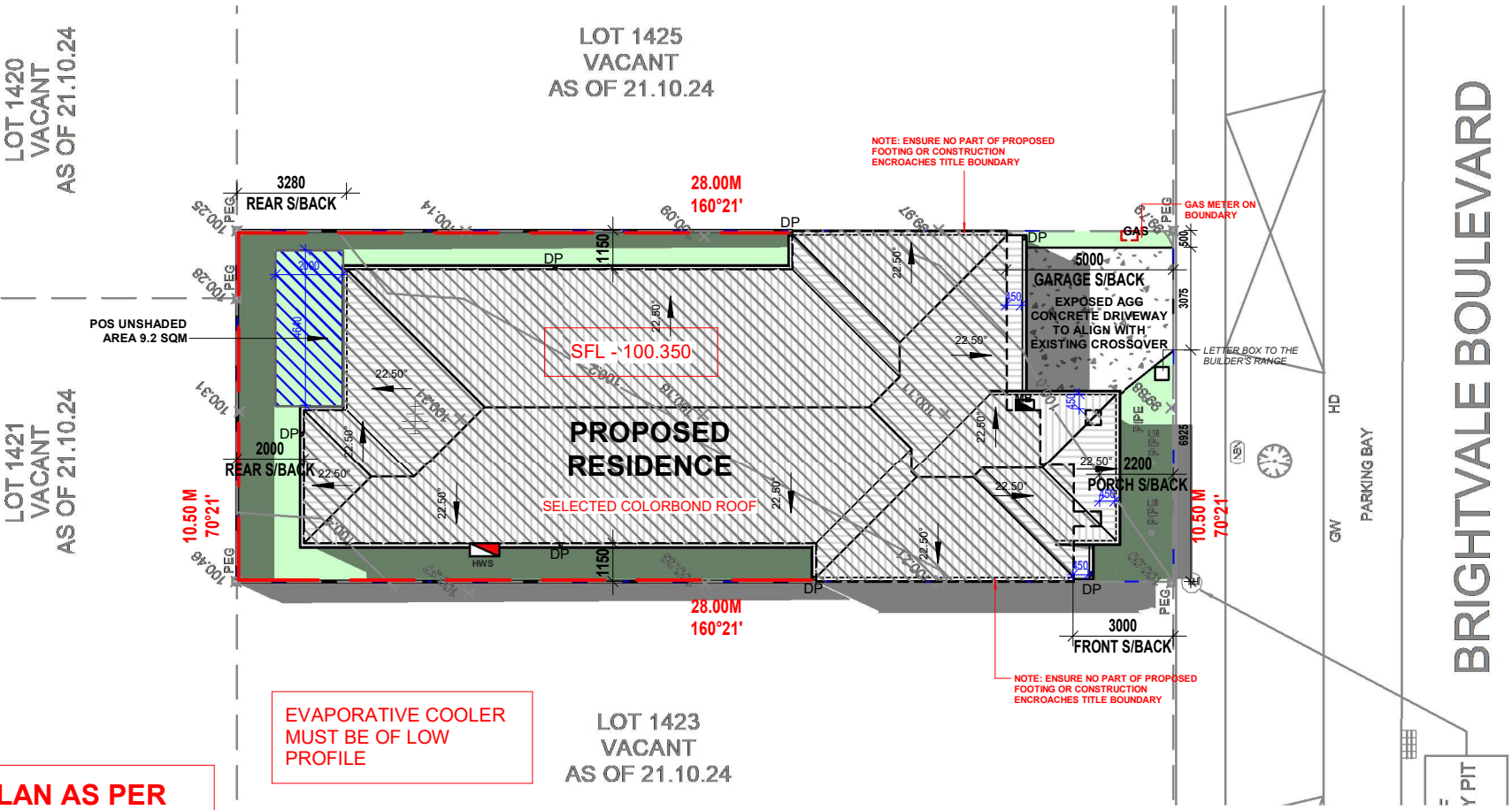
- TERMITE PROTECTION MEASURES TO BE IN ACCORDANCE WITH NCC 2022 AND IN CONJUNCTION WITH AS3660.1.
- STRUCTURAL SLABS ON GROUND USED AS PART OF TERMITE BARRIER SYSTEMS MUST BE CONSTRUCTED IN ACCORDANCE WITH AS2870 AND GROUND IS TO BE PRE-TREATED WITH TERMITE SPRAY.
 - THE EDGE OF ANY SLAB ON GROUND MAY BE USED AS A PERIMETER BARRIER PROVIDED 75mm OR MORE ABOVE GROUND IS LEFT EXPOSED.
 - GROUND BENEATH NON-STRUCTURAL SLABS TO BE PRETREATED WITH TERMITE SPRAY.
 - PENETRATIONS OF SLABS OR SLAB BEAMS TO BE PROTECTED.
 - ALL ATTACHMENTS TO BUILDINGS SUCH AS DOWNPIPES MUST MAINTAIN A CLEAR GAP TO ALLOW FOR VISUAL INSPECTION.
 - SLAB EDGE TO BE TERMITE TREATED ANNUALLY FOR LIFE OF STRUCTURE.

NOTE: LANSCAPE PLAN AS PER DEVELOPERS SPECIFICATION AND DESIGN GUIDELINES

NOTE: REFER ENERGY RATING REPORT FOR INSULATION VALUES

AREA SCHEDULE

NAME	AREA (SQM) SQ'S
PORCH	3.80 SQM
GARAGE	35.50 SQM
GROUND FLOOR	155.2 SQM
TOTAL	194.50 SQM (20.95 SQ)
SITE AREA	294 SQM
SITE COVERAGE	64.74%
PERMEABILTY	81.27 (27.64%)
POS	63.58 SQM
SPOS	31.50 SQM
IMPERMEABLE AREA	22.37 SQM

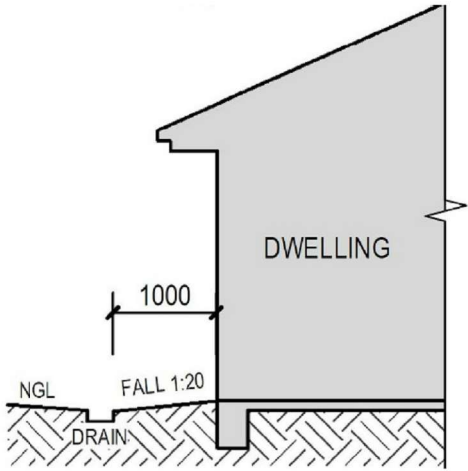


CONTEMPORARY LETTER BOX AS PER AUS POST STANDARD.

LETTERBOXES MUST MATCH AND COMPLEMENT THE DWELLING DESIGN

NOTE: THE PLANS AND SITE PLAN ARE SUBJECT TO RESCODE AND SLHC GUIDELINES AND MAY BE MODIFIED TO SUIT

IMPERMEABLE SURFACES TABLE	
FRONT GARDEN AREA	17.69 SQM (44%)
DRIVEWAY	22.37 SQM (56%)
TOTAL	40.06 SQM (100%)



NOTE: GRADE SURFACE AWAY FROM HOUSE FOR A MIN DISTANCE OF 1000MM AT A MIN 1:20 FALL TO DRAIN CONNECTED TO LEGAL POINT OF DISCHARGE

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THE VALLEY HOMES GROUP

Opes BUILDING SOLUTIONS

DOCUMENT IS THE SUBJECT OF -

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10/2024

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SIGNED: DATE: 26/02/2024

SIGNED: DATE: 02/09/2024

PROJECT:

PROPOSED NEW RESIDENCE

ADDRESS:

LE BOULEVARD WYNDHAM

TO achieve minimum Energy Rating Scheme the dwelling will be incorporated with:

Class A - Recycled Water System

Client Details:

DRAWING:

SITE PLAN

SCALE:

As indicated

JOB NUMBER:

8603

DRAWING NUMBER:

A0100 /2

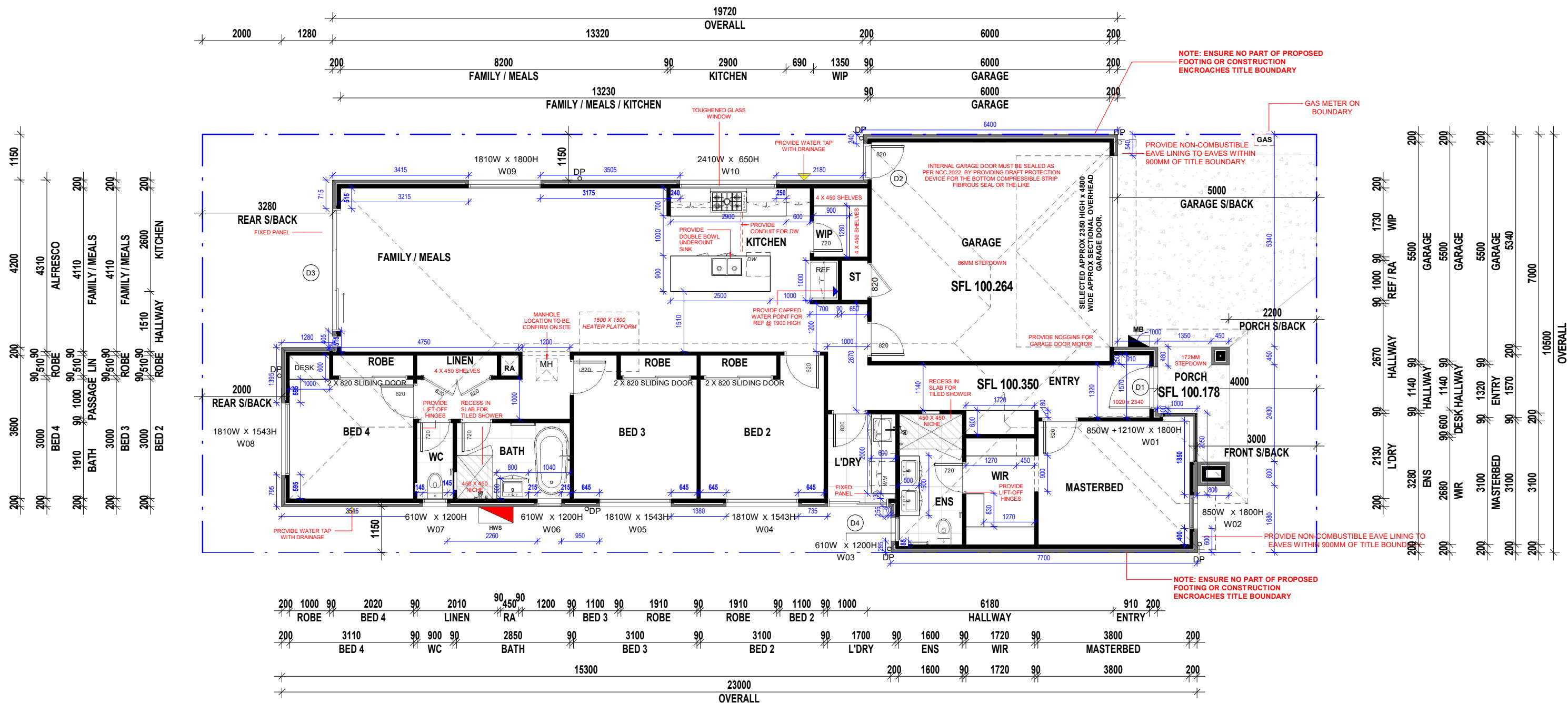
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NOTE:
ALL EXHAUST FANS TO DISCHARGE DIRECTLY TO OUTSIDE AIR AND NOT INTO ROOF SPACE.
MECHANICAL EXHAUST FANS ARE TO PROVIDE A MIN 25L PER SECOND FOR BATHROOMS & SANITARY COMPARTMENTS & MIN 40L/S FOR RANGEHOODS

- PROVIDE LIFT-OFF HINGES TO ALL SWING DOORS IN SANITARY COMPARTMENTS AS PER NCC 2022.
- ALL WATERPROOFING MEMBRANES FOR EXTERNAL ABOVE GROUND USE MUST COMPLY WITH AS4654; PARTS 1 & 2
- PROVIDE GRADE 'A' SAFETY GLAZING TO ALL BATHROOMS AND TOILETS AS PER NCC 2022.
- PROVIDE TILED SHOWER RECESS TO BATH AND ENSUITE SHOWERS (REFER TO INTERNALS)
- PROVIDE ALUMINIUM FRAMED FIBRE-GLASS MESH FLYSCREENS TO ALL OPENABLE WINDOWS
- PROVIDE NOGGING FOR TOWEL RAIL, TOILET ROLL HOLDER & TV BRACKET

THIS DESIGN IS TO HAVE AN ENERGY RATING ASSESSMENT CARRIED OUT UNDER THE NCC 2019 PROVISIONS.

NOTE:
PROVIDE NOGGING FOR TOWEL RAIL AND TOILET ROLL HOLDER

NOTE:
PROVIDE 2340MM HIGH DOORS THROUGHOUT THE HOUSE.
ALL WINDOW SIZES NOMINAL- MANUFACTURER TO USE CLOSEST SIZE.
DOOR STYLE IS TO BE SELECTED BY CLIENT.

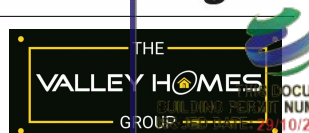
HEBEL NOTES:

- SUPPLY AND INSTALL THE HEBEL POWERPANELXL EXTERNAL WALL SYSTEM (HEBEL CODE: *HEB1709*) SYSTEM IN ACCORDANCE WITH CSR HEBEL HOUSES & LOW RISE MULTI-RESIDENTIAL POWERPANELXL EXTERNAL WALLS DESIGN AND INSTALLATION GUIDE.
- PROVIDE ARTICULATION JOINTS AS PER CSR SPECS.
- PROVIDE 10MM SHRINKAGE JOINTS WITH CAULKING BETWEEN PANELS. COVER TO BE CONFIRMED ON SITE

CONSTRUCTION TO BE IN ACCORDANCE WITH AS3500

**ALL PLUMBING WORKS TO COMPLY WITH AS3500
ALL GLAZING TO BE IN ACCORDANCE WITH AS1288 & AS2047
INTERNAL WATERPROOFING TO COMPLY WITH AS3740**

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SIGNED



SIGNED

PROJECT:

PROPOSED NEW RESIDENCE

ADDRESS:

LE BOULEVARD WYNDHAM

To achieve minimum Energy Rating Scheme the dwelling will be incorporated with:
Class A - Recycled Water System

DRAWING:

GROUND FLOOR PLAN

SCALE:

1 : 100

JOB NUMBER:

8603

@A3

DATE:

02/09/2024



DRAWING NUMBER:

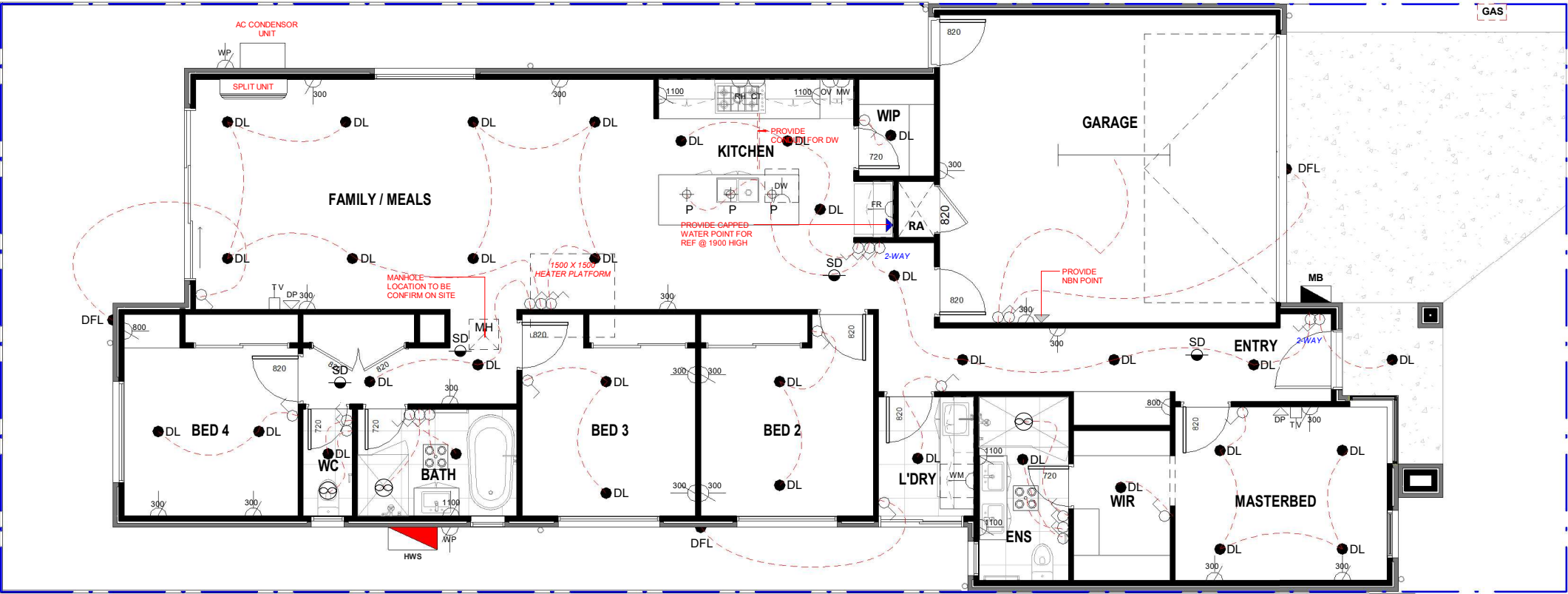
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38 DOWNLIGHTS

NOTE : ELECTRICAL FITTINGS AND FIXTURES - CLIENT TO CONFIRM LOCATION DURING COLOUR SELECTION

NOTE : PROVIDE 3 X PENDANT LIGHT ABOVE ISLAND BENCH

- NOTES:
- T.V ANTENNA AND WIRING TO AERIAL POINTS AS SHOWN
 - WHERE LAMPS ARE USED THAT HAVE A TRANSFORMER OR BALLAST, THE TRANSFORMER BALLAST MUST BE OF ELECTRICAL TYPE
 - OUTDOOR LIGHTING MUST BE CONTROLLED BY A DAY SENSOR OR HAVE AT LEAST 40 LUMENS/W
 - CONTRACTOR TO VERIFY LOCATION OF ALL POINTS ON SITE PRIOR TO FINAL INSTALLATION
 - GPO'S TV POINT & DATA POINTS TO BE LOCATED TO SUIT FOR WALL MOUNTED TV (NOM 1200MM)
 - TO "WC" PROVIDE MECHANICAL VENTILATION DUCTED TO EXTERNAL AIR
 - HARD WIRED SMOKE ALARM WITH BATTERY BACK-UP TO AS3786-2014. ALL SMOKE ALARMS WITHIN DWELLING TO BE INTERCONNECTED TO EACH OTHER

XXX	DOUBLE GENERAL POWER OUTLET. XXX DENOTES HEIGHT IN mm AFL
FR	GPO FOR REFRIGERATOR
OV	GPO FOR OVEN
WM	GPO FOR WASHING MACHINE
RH	GPO FOR RANGEHOOD
DW	GPO FOR DISHWASHER
MW	GPO FOR MICROWAVE
DR	GPO FOR DRYER
SW	SWITCH POINT ALL LIGHT SWITCHES TO BE INSTALLED 1200 AFL UNLESS OTHERWISE INDICATED
2 WAY	TWO WAY SWITCHING
SD	SMOKE DETECTOR HARDWIRED LOCATIONS TO THE APPROVAL OF BUILDING SURVEYOR
WP	WEATHERPROOF GPO
DL	DOWNLIGHT MINIMUM REQUIREMENTS: LV or LED RECESSED CIRCULAR GIMBLE DOWNLIGHT
P	SELECTED PENDANT LIGHT (PROVISION ONLY)
BH	BATTEN HOLDER
DP	TELEPHONE POINT
TV	T.V.
WM	WALL MOUNTED SCNCE (PROVISION ONLY)
MB	ELECTRICAL DISTRIBUTION/ SWITCH BOARD
I	VIDEO INTERCOM PANEL
EX	EXHAUST FAN
FL	FLUORESCENT LIGHT
NBN	NBN POINT
WL	WALL LIGHT
DFL	DOUBLE FLOOD LIGHT
HT	HEAT TACTIC LIGHT GLOBE WITH LED

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Opes BUILDING SOLUTIONS

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10/2024

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SIGNED: _____ DATE: _____
SIGNED: _____ DATE: _____

PROJECT:
PROPOSED NEW RESIDENCE

ADDRESS:
LE BOULEVARD WYNDHAM

To achieve minimum Energy Rating Scheme the dwelling will be incorporated with:
Class A - Recycled Water System

Client Details:

DRAWING:
ELECTRICAL PLAN

SCALE:
1 : 100

JOB NUMBER:
8603

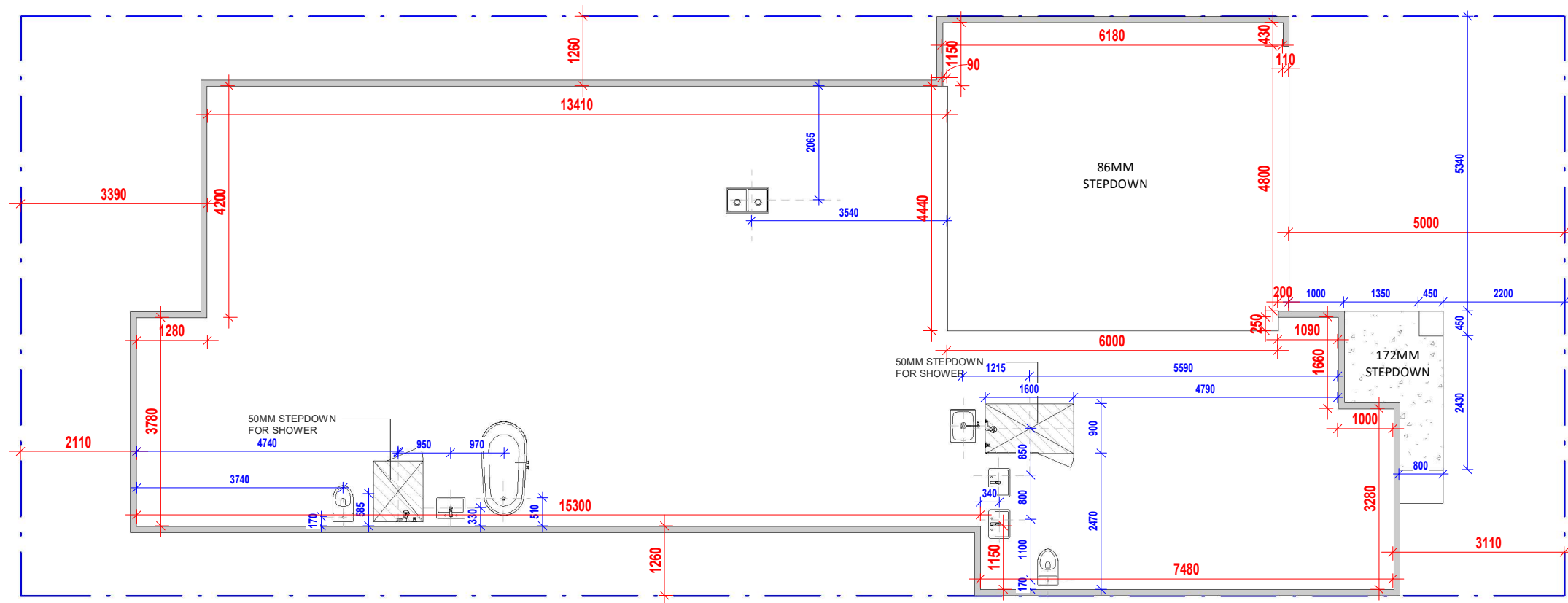
@A3
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02/09/2024

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A1002 /2

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NOTE - THIS DRAWING IS ONLY FOR INFORMATION AND NOT TO USE FOR CONSTRUCTION - CONTRACTOR MUST VERIFY ALL DIMENSIONS IN CONJUNCTION WITH OTHER DRAWINGS NOT LIMITED TO FLOOR PLANS & JOINERY DRAWINGS ON SITE PRIOR TO SETOUT AND POUR THE CONCRETE SLAB.

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NO:	DESCRIPTION	DATE
1	PRELIMINARY	26/02/2024
2	PRELIMINARY WORKING DWG	02/09/2024

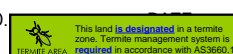
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SIGNED



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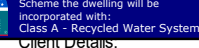
DATE

PROJECT:

PROPOSED NEW RESIDENCE

ADDRESS:

LE BOULEVARD WYNDHAM



Client Details

DRAWING:

SLAB SETOUT PLAN

SCALE:

1 : 100

JOB NUMBER:

8603

@A3

DATE:

02/09/2024



DRAWING NUMBER:

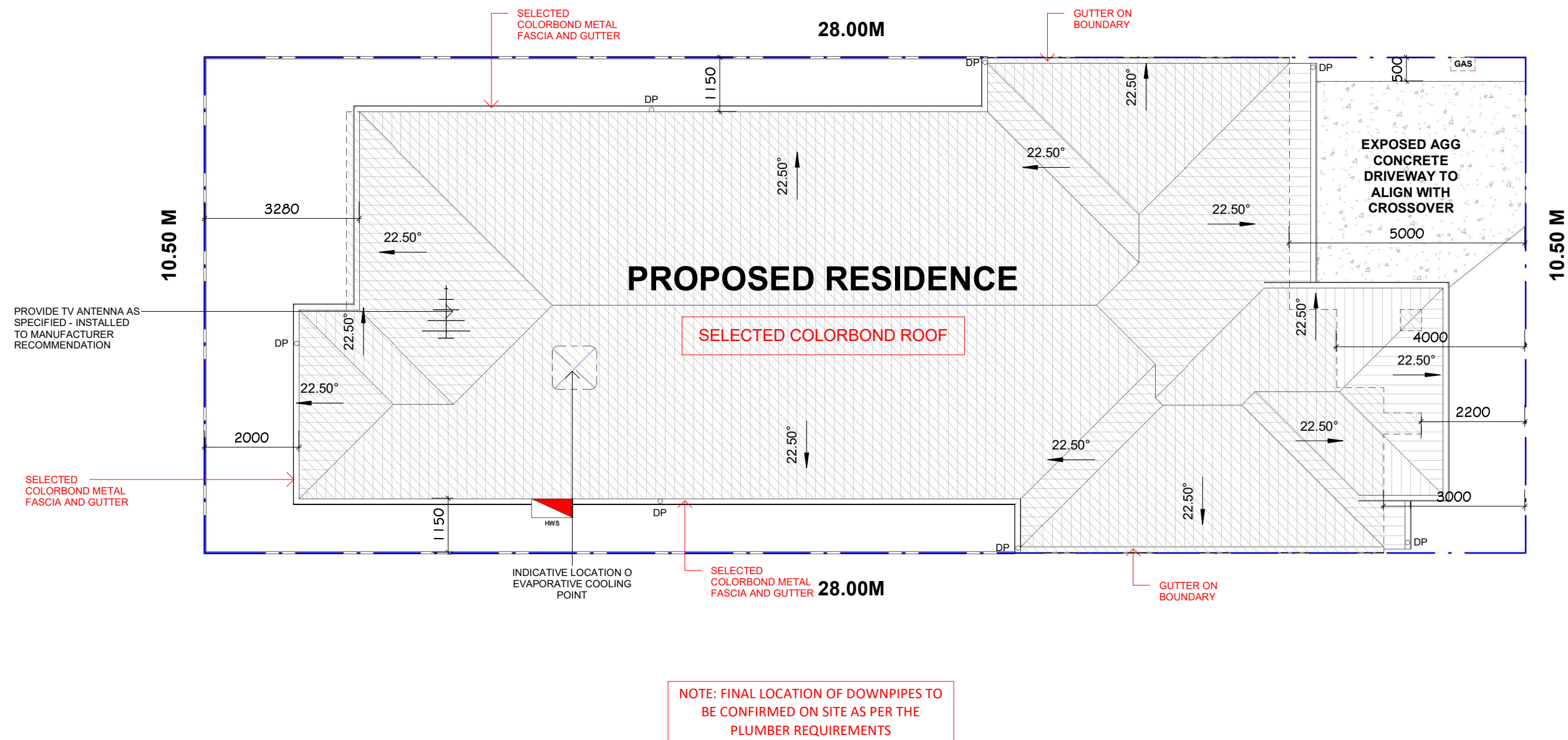
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- ROOF PLAN NOTES:**
- SELECTED COLORBOND ROOF CLADDING TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS & AS1562.1 DESIGN & INSTALLATION OF SHEET ROOF & WALL CLADDING
 - METAL (NCC 2022)
 - WORKERS ARE TO DETERMINE SAFE MANUAL & MECHANICAL HANDLING , LIFTING & INSTALLATION OF ARCHITECTURAL FIXTURES & COMPONENTS WHILE FOLLOWING WHS INSTRUCTIONS ON MANUFACTURER'S DOCUMENTATION
 - INSTALL ALL ROOFING COMPONENTS AS PER MANUFACTURER'S INSTRUCTIONS FOR LHL REQUIREMENTS & WIND CLASSIFICATION N2 REQUIREMENTS THE PROPOSED ROOFING MUST BE INSTALLED TO PREVENT WATER PENETRATION INTO THE BUILDING STRUCTURE (NCC 2022)
 - ALL SARKING MATERIAL TO BE INSTALLED ACCORDING TO MANUFACTURER'S INSTALLATION INSTRUCTIONS & AS/NZS4200 INSTALLATION OF PLIABLE MEMBRANE AND UNDERLAY (NCC 2022) & HAVE A MAXIMUM 5 FLAMMABILITY INDEX (NCC 2022)
 - CORROSION PROTECTION OF METAL ROOF SHEETING IS REQUIRED TO MEET WITH MINIMUM COATING REQUIREMENTS OF MANUFACTURER
 - GUTTERS, DOWNPIPES & FLASHINGS FABRICATED WITH METAL ARE TO MEET AS/NZS2179 REQUIREMENTS WHILE UPVC COMPONENTS ARE TO COMPLY WITH AS1273
 - NO LEAD ROOFING PRODUCTS ARE SPECIFIED TO PREVENT TOXINS FROM ENTERING ANY POTENTIALLY POTABLE RAINWATER CATCHMENT SUPPLIES (NCC 2022) EAVES GUTTERS MUST HAVE A 1:500 MINIMUM FALL (NCC 2022) & DESIGNED TO AR120 (NCC 2022)
 - ANY FLEXIBLE DUCTING THAT HAS A SOURCE FROM A FLAME HAZARD MUST MEET AS4254 HAZARD PROPERTIES
 - PROVIDE DEKTITE PIPE FLASHING OR SIMILAR TO ROOF PIPE PENETRATIONS. INSTALL IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, PROVING FREE DRAINAGE OF WATER FROM AROUND AREAS OF INSTALLATION
 - RECOMMEND BUILDER HAVE CERTIFIED ROOF ANCHORAGE DESIGN & INSTALLATION TO AS 1891.4 - 2000. BUILDING OWNER IS TO ENSURE ANNUAL MAINTENANCE & INSPECTION OF SYSTEM
 - THE BUILDER IS TO TAKE CARE NOT TO CONTAMINATE COLORBOND SURFACES WITH SUNSCREENS AS THESE HAVE SHOWN TO DAMAGE THE SURFACE FINISH
 - ROOF SHEETS TO BE LAPPED AWAY FROM PREVAILING WEATHER INGRESS (NCC 2022)
 - ROOF TILES WITH APPROVED FLASHING ON BATTERNS @ 330mm MAX CTRS ON SELECTED TIMBER FRAMED ROOF TRUSSES BY MANUFACTURERS DETAIL AND SPECIFICATION. ALSO COVER TOP OF TRUSSES WITH REFLECTIVE FOIL LAMINATE THRU-OUT.
 - 90mm TIMBER FRAMED WALL WITH SELECTED STUDS @ 450 CTRS MAX WITH INSULATION PLACED BETWEEN WALL STUDS ON EXTERNAL WALLS. ALSO WRAP OUTSIDE OF STUD FRAME WITH REFLECTIVE FOIL LAMINATE THROUGHOUT.
 - PLASTERBOARD 10mm ON SELECTED CEILING BATTERNS, TYPICAL, ON TRUSSES WITH BULK INSULATION PLACED BETWEEN TRUSS BOTTOM CORDS.

Kiara Designs

THE VALLEY HOMES GROUP

Opes BUILDING SOLUTIONS

DOCUMENT IS THE SUBJECT OF -

NUMBER: CBS-U 66127/8463228197441

10/2024

FOR INSPECTIONS & ENQUIRIES CALL (03) 9304 4412

NO:	DESCRIPTION	DATE
1	PRELIMINARY	26/02/2024
2	PRELIMINARY WORKING DWG	02/09/2024

CLIENT SIGN OFF:

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SIGNED _____

SIGNED _____

This land is designated in a terrace zone. Terrace management system is required in accordance with AS3660.1

To achieve minimum Energy Rating Scheme the dwelling will be incorporated with: Class A - Recycled Water System

PROJECT:

PROPOSED NEW RESIDENCE

ADDRESS:

LE BOULEVARD WYNDHAM

DRAWING:

ROOF PLAN

SCALE:

As indicated

JOB NUMBER:

8603

@A3

DATE:

02/09/2024

DRAWING NUMBER:

A1004 /2

CHECKED BY:

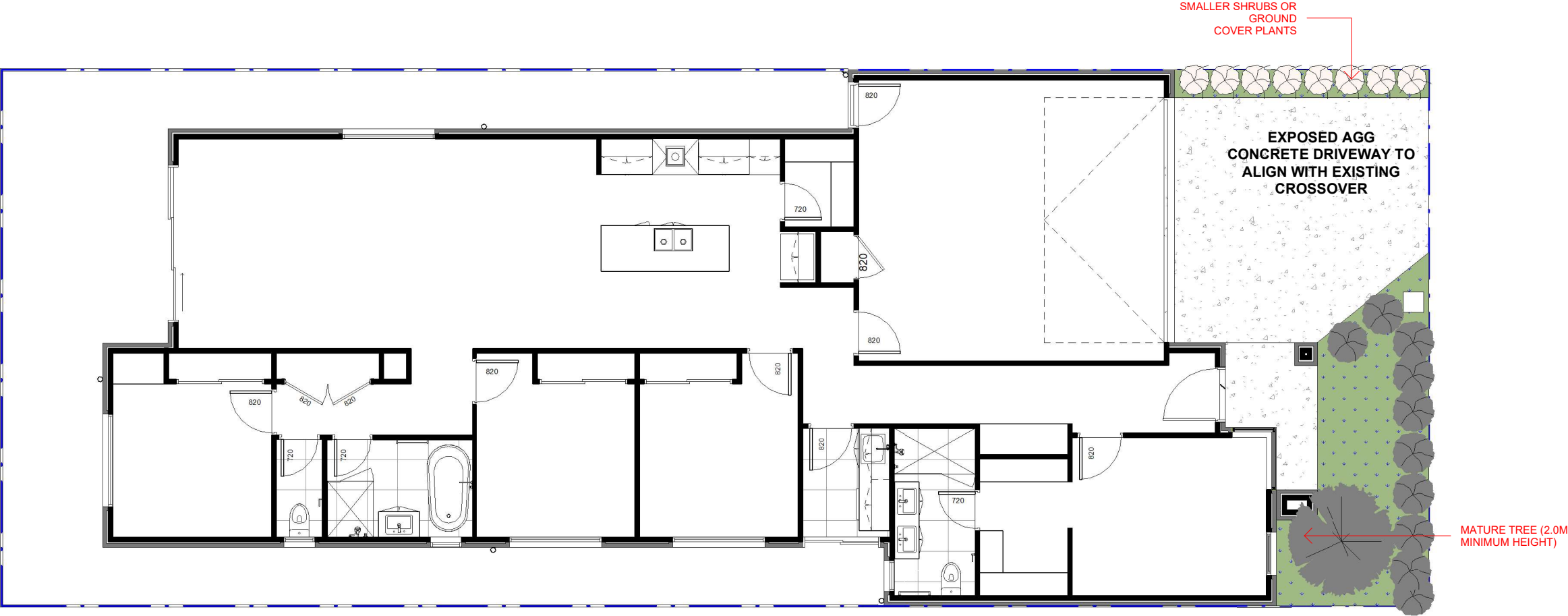
AR

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RGM

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FOR
CONSTRUCTION



MINIMUM LANDSCAPE WORKS WILL INCLUDE:

- FINE GRADING AND SHAPING OF LANDSCAPED AND LAWN AREAS.
- CULTIVATION OF EXISTING SOIL IN THE GARDEN BEDS TO A 200MM DEPTH, THE ADDITION OF IMPORTED TOPSOIL AND FERTILISER TO ALL LANDSCAPED AREAS, AS WELL AS THE USE OF MULCH AND/OR OTHER SELECTED TOPPING.
- AT LEAST 1 MATURE TREE (2.0M MINIMUM HEIGHT AT TIME OF PLANTING)."

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THE VALLEY HOMES

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BUILDING SOLUTIONS

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SIGNED _____

SIGNED _____

PROJECT:

PROPOSED NEW RESIDENCE

ADDRESS:

LE BOULEVARD WYNDHAM

DRAWING:

LANDSCAPE PLAN

SCALE:

1 : 100

JOB NUMBER:

8603

@A3

DATE:

02/09/2024



DRAWING NUMBER:

A1005 /2

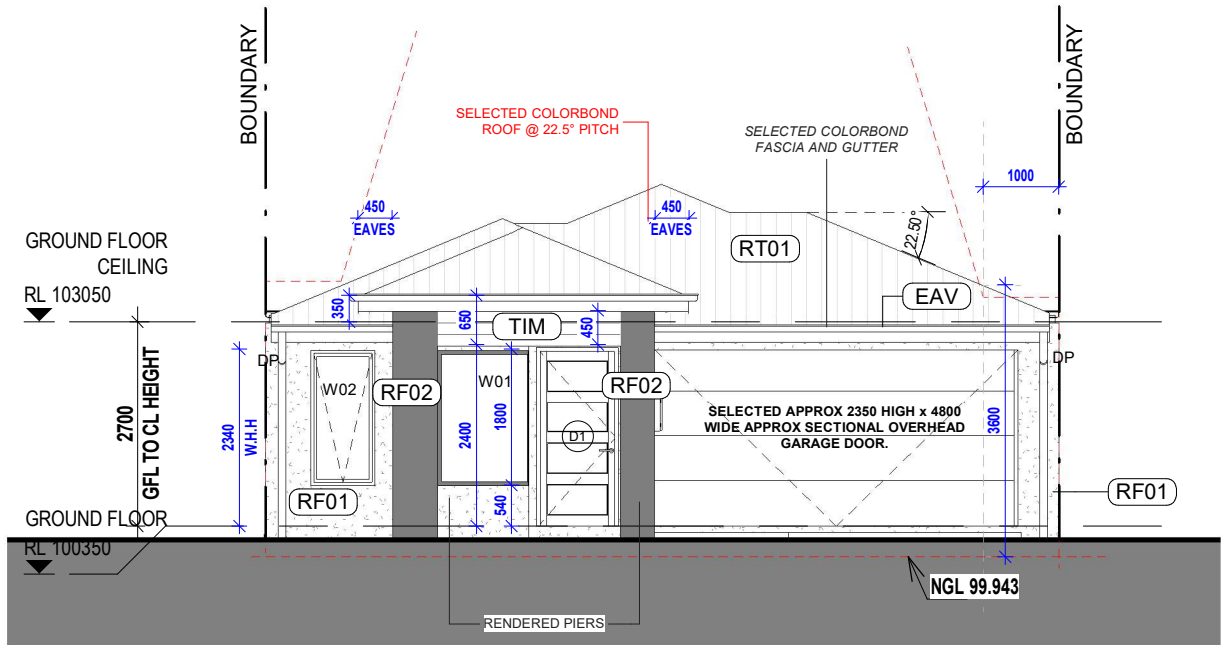
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SOUTH ELEVATION

SCALE: 1 : 100

FRONT FACADE

FRONT FACADE MATERIALS TABLE

	SQM	%
RENDERED FINISH - RF01	12.63	74.42
RENDERED FINISH - RF02	3.17	18.68
TIMBER CLADDING	1.09	6.42
FACADE AREA -TOTAL	16.52	100%

WINDOW SCHEDULE			
NO.	WIDTH	HEIGHT	TYPE
W01	850 + 1210	1800	FIXED / BUTT WINDOW
W02	850	1800	AWNING / FIXED
W03	610	1200	SLIDING (OBS)
W04	1810	1543	SLIDING
W05	1810	1543	SLIDING
W06	610	1200	SLIDING (OBS)
W07	610	1200	SLIDING (OBS)
W08	1810	1543	SLIDING
W09	1810	1800	SLIDING
W10	2410	650	FIXED

DOOR SCHEDULE

NO	WIDTH	HEIGHT	FRAME	TYPE
D1	1020	2340	TIMBER	HINGED
D2	820	2040	TIMBER	HINGED
D3	3227	2365	ALUMINIUM	SLIDING
D4	1450	2365	ALUMINIUM	SLIDING

GENERAL ELEVATION NOTES

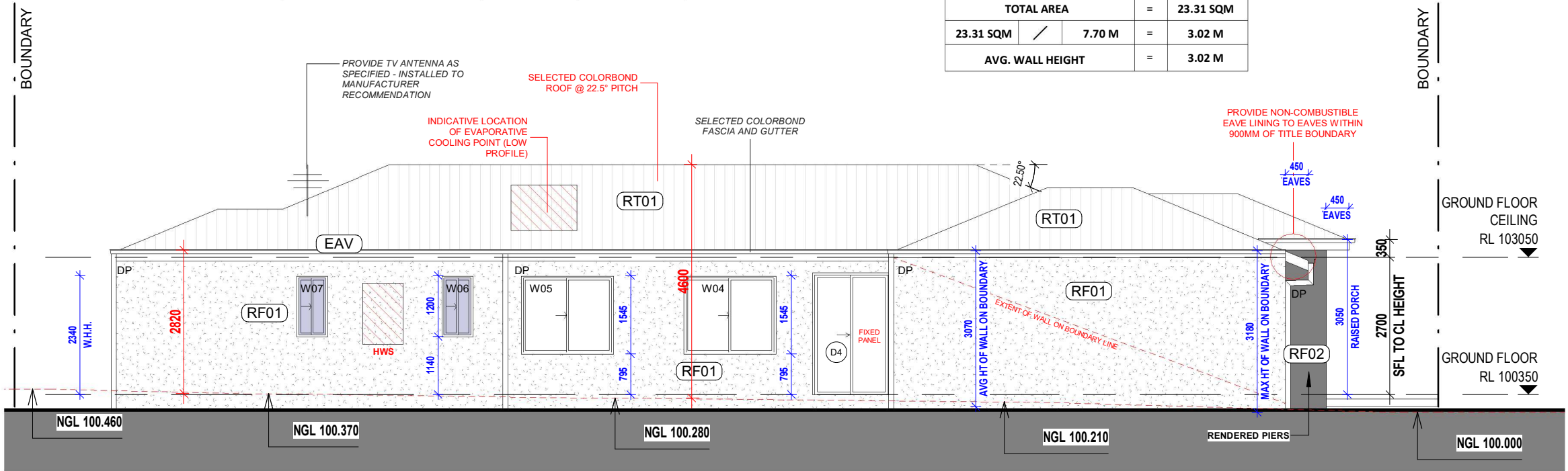
1. WALLS ON OR WITHIN 200MM OF BOUNDARIES TO COMPLY WITH RESCODE CLAUSE 54 A.11-13. MAX HEIGHT OF 3.6M & A MAX AVG. HEIGHT OF 3.20M. MIN 1.00M LIGHT COURT TO NEIGHBOURS HABITABLE WINDOW SHALL BE PROVIDED. NO PART OF BUILDING TO ENCROACH BOUNDARY.

2. FIRE SEPARATION OF BUILDINGS ON BOUNDARY IN ACCORDANCE WITH NCC 2022.

3. RETAINING WALLS TO BE CONSTRUCTED IMMEDIATELY AFTER EXCAVATION. ALLOW 5KPa SURCHARGE ON BOUNDARY U.N.O. RETAINING WALLS TO BE CONSTRUCTED & PROTECTION NOTICE SERVED IN ACCORDANCE WITH BUILDING ACT 1993. OWNER/CONTRACTOR IS TO PROVIDE INSURANCE, SURVEY OF EXISTING CONDITIONS & NEIGHBOUR'S CONSENT FOR CONSTRUCTION IN ACCORDANCE WITH ACT. BATTERS ARE AT 45° & THATCHED OR LANDSCAPED U.N.O. CUT OFF DRAINS AT BASE OF EXCAVATION TO CONNECT TO STORM WATER DRAINS VIA SILT PIT WITH GRATED COVER.

4. PROVIDE WEEPHOLES TO BASE OF ALL BRICK VENEER WALLS & ABOVE EXTERNAL BRICK VENEER WALL OPENINGS AT EVERY 4th PERPEND. PROVIDE SUITABLE CONTINUOUS CAVITY FLASHING.

5. ON PLAN & ELEVATION DENOTES ARTICULATION JOINTS. THESE SHALL BE PLACED AT MAX. 5.0m CTS IN STRAIGHT WALL LENGTHS OR AS SPECIFIED BY THE SOIL REPORT MAXIMUM 3.0m FROM CORNERS BUT NO CLOSER THAN 600mm. THEY MUST BE FULL HEIGHT OF WALL AND PLACED BESIDE WINDOWS AND DOORS WHERE POSSIBLE. CONSTRUCTION METHOD OR CHANGE OF LOCATION MUST BE APPROVED BY THE DESIGNER OR THE OWNERS. WHERE A ARTICULATION LAYOUT HAS BEEN PROVIDED BY A STRUCTURAL ENGINEER, THAT SHALL TAKE PRECEDENCE OVER ARCHITECTURAL DOCUMENTS. WHERE ARTICULATION JOINTS ARE LOCATED TO THE SIDE OF AN OPENING SUFFICIENT CLEARANCE MUST BE PROVIDED TO THE WINDOW / DOOR OPENING TO ALLOW FOR MOVEMENT.

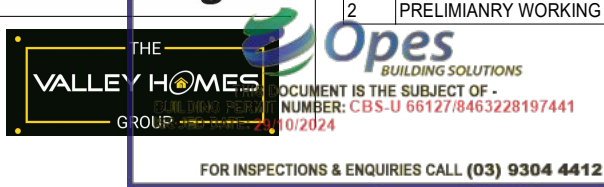


WEST ELEVATION

SCALE: 1 : 100

PART 5 - REGULATION 80			
TOTAL AREA	=	23.31 SQM	
23.31 SQM	/	7.70 M	= 3.02 M
AVG. WALL HEIGHT	=	3.02 M	

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NO.	DESCRIPTION	DATE
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SIGNED

SIGNED

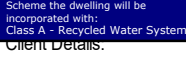


PROJECT:

PROPOSED NEW RESIDENCE

ADDRESS:

LE BOULEVARD WYNDHAM



DRAWING:

ELEVATIONS

SCALE:

As indicated

JOB NUMBER: 8603

@A3

DATE: 02/09/2024



DRAWING NUMBER:

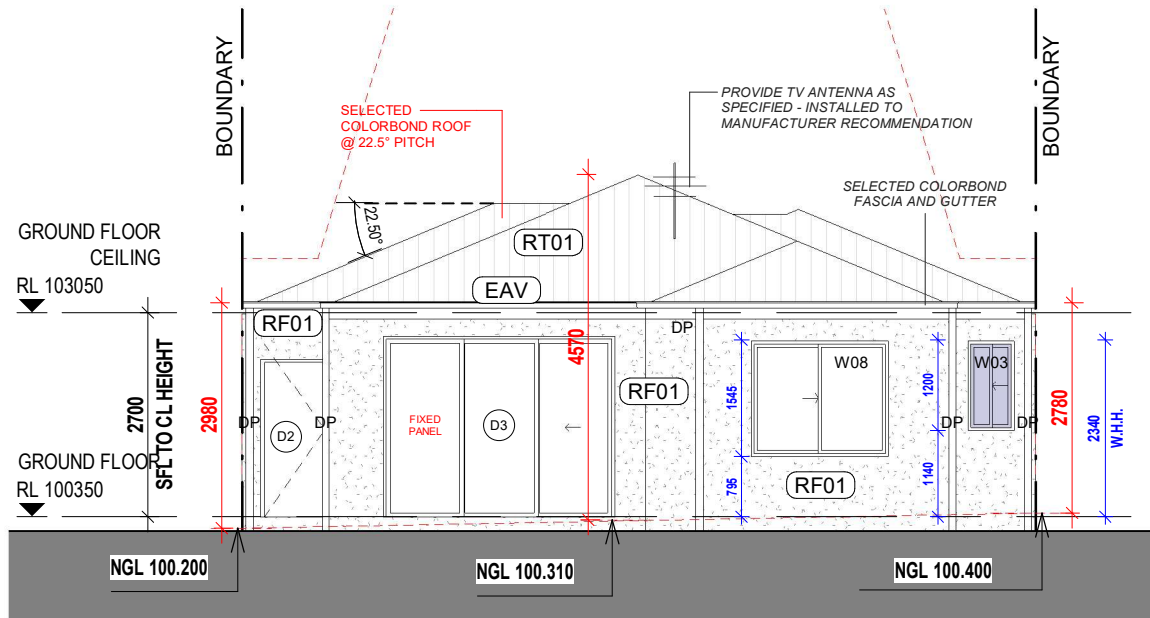
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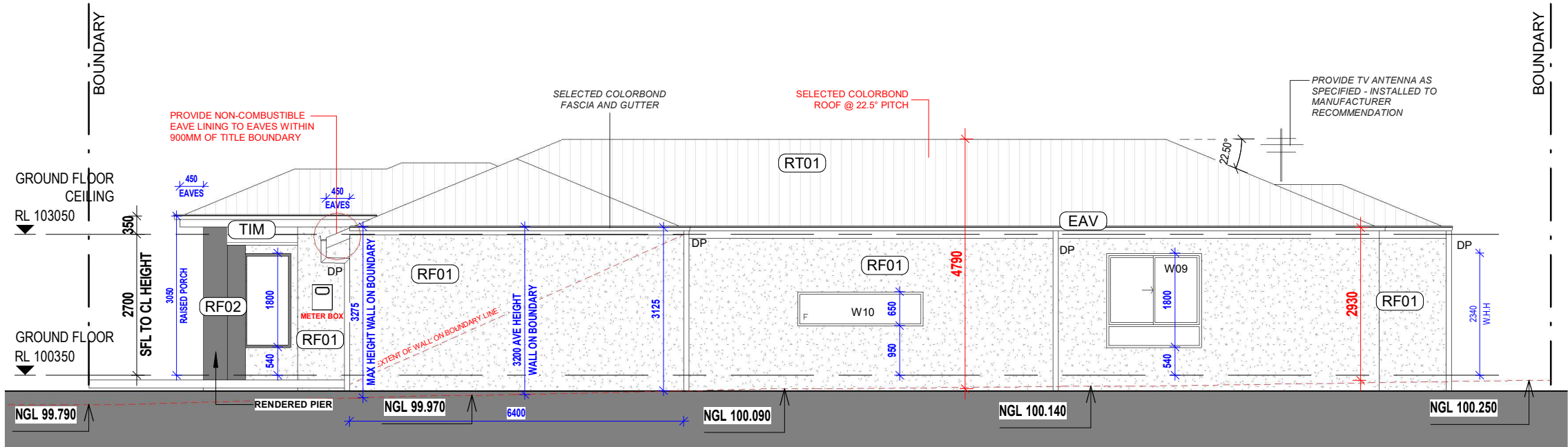
NORTH ELEVATION
SCALE: 1 : 100

WINDOW SCHEDULE			
NO.	WIDTH	HEIGHT	TYPE
W01	850 + 1210	1800	FIXED / BUTT WINDOW
W02	850	1800	AWNING / FIXED
W03	610	1200	SLIDING (OBS)
W04	1810	1543	SLIDING
W05	1810	1543	SLIDING
W06	610	1200	SLIDING (OBS)
W07	610	1200	SLIDING (OBS)
W08	1810	1543	SLIDING
W09	1810	1800	SLIDING
W10	2410	650	FIXED

DOOR SCHEDULE				
NO	WIDTH	HEIGHT	FRAME	TYPE
D1	1020	2340	TIMBER	HINGED
D2	820	2040	TIMBER	HINGED
D3	3227	2365	ALUMINIUM	SLIDING
D4	1450	2365	ALUMINIUM	SLIDING

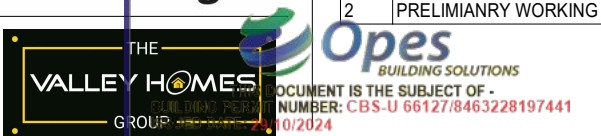
GENERAL ELEVATION NOTES

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EAST ELEVATION
SCALE: 1 : 100

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2	PRELIMINARY WORKING DWG	02/09/2024

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SIGNED

SIGNED



PROJECT:

PROPOSED NEW RESIDENCE

ADDRESS:

LE BOULEVARD WYNDHAM

To achieve minimum Energy Rating Scheme the dwelling will be incorporated with: Class A - Recycled Water System

DRAWING:

ELEVATIONS

SCALE:

As indicated

JOB NUMBER: 8603

@A3

DATE: 02/09/2024



DRAWING NUMBER:

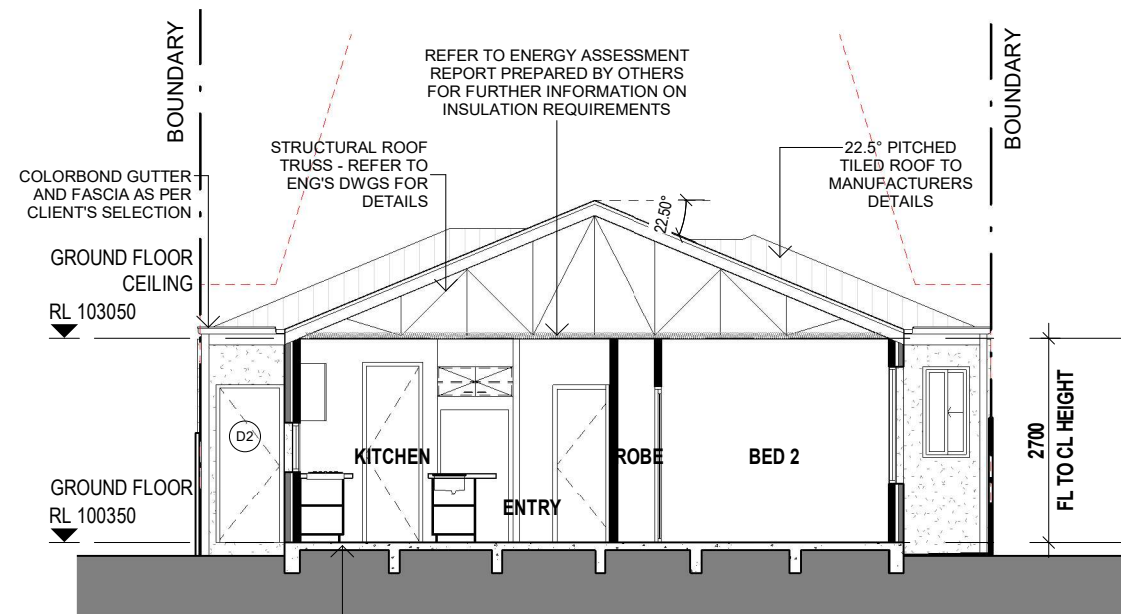
A2001 /2

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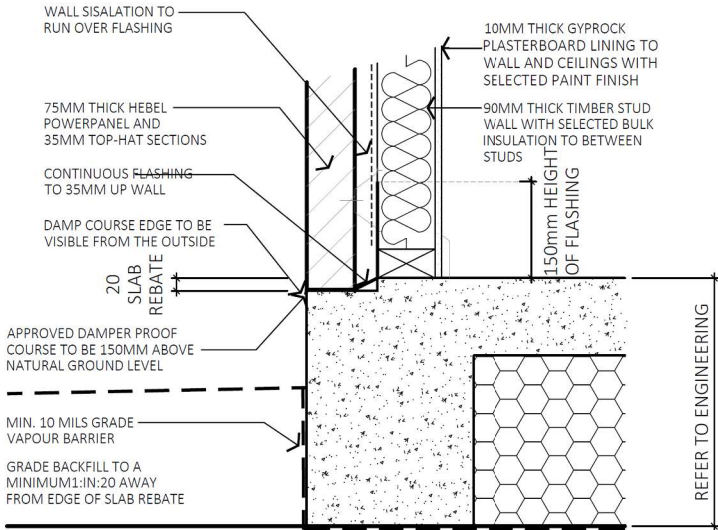
SECTION
SCALE: 1 : 100

NOTES:

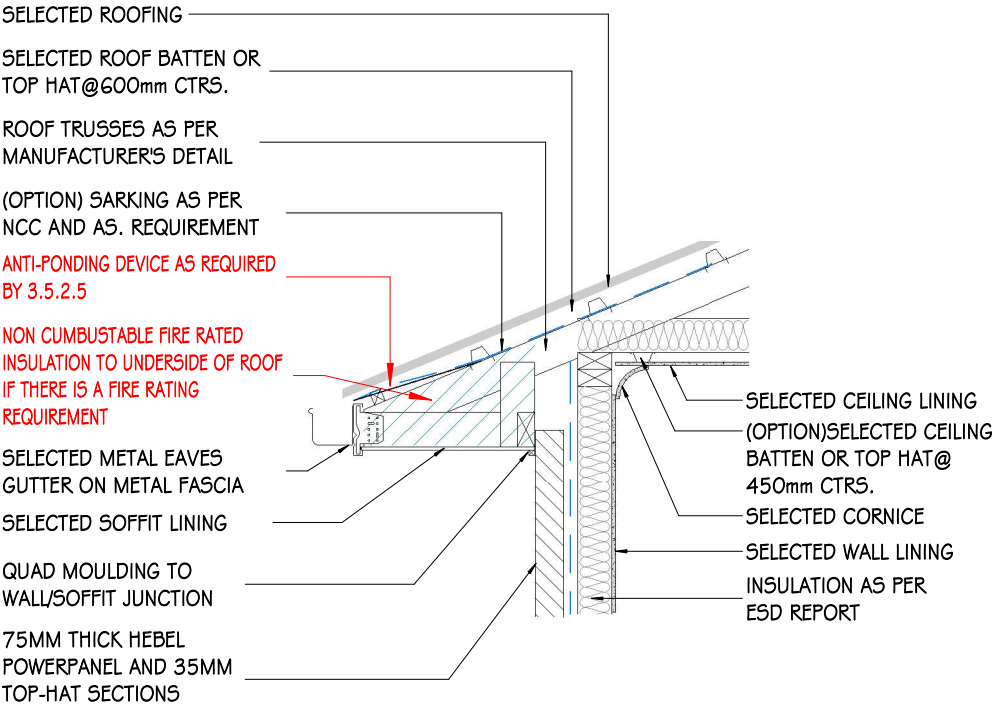
- VAPOUR PERMEABLE MEMBRANE MUST BE INSTALLED ON THE EXTERIOR SIDE OF THE PRIMARY INSULATION LAYER OF WALL ASSEMBLIES THAT FORM THE EXTERNAL ENVELOPE OF BUILDING IN ACCORDANCE WITH NCC 2022.
- ARTICULATION JOINTS TO FOLLOW DOWN THE SIDE OF WINDOWS.
- WEEP HOLES TO BE 150MM FROM NATURAL GROUND LEVEL AND TO GRADE AWAY FOR 1M.
- ROOF TILES MUST OVERHANG THE FASCIA OR TILING BATTEN BY NOT LESS THAN 35mm IN ACCORDANCE WITH NCC 2022.

FLASHING:
THE FOLLOWING FOR FLASHING REQUIREMENTS:
A) ROOF TILE FLASHING SHALL BE IN ACCORDANCE WITH NCC 2022.
B) FLASHINGS TO WALL OPENINGS SHALL BE IN ACCORDANCE WITH NCC 2022.

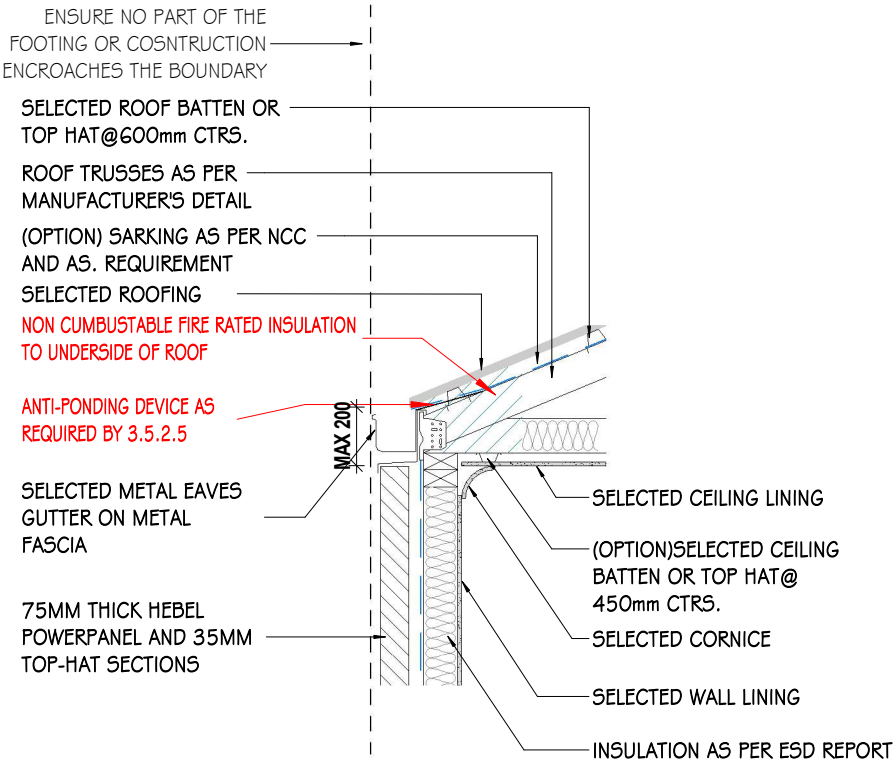
EXHAUST FAN NOTES:
EXHAUST FAN DISCHARGE RATES:
A) SANITARY COMPARTMENTS AND BATHROOMS: 25I/S
B) KITCHEN AND LAUNDRY : 40I/S.
C) FLOW RATE AND DISCHARGE OF EXHAUST SYSTEMS IN ACCORDANCE WITH NCC 2022



SLAB REBATE DETAIL
SCALE: 1 : 20



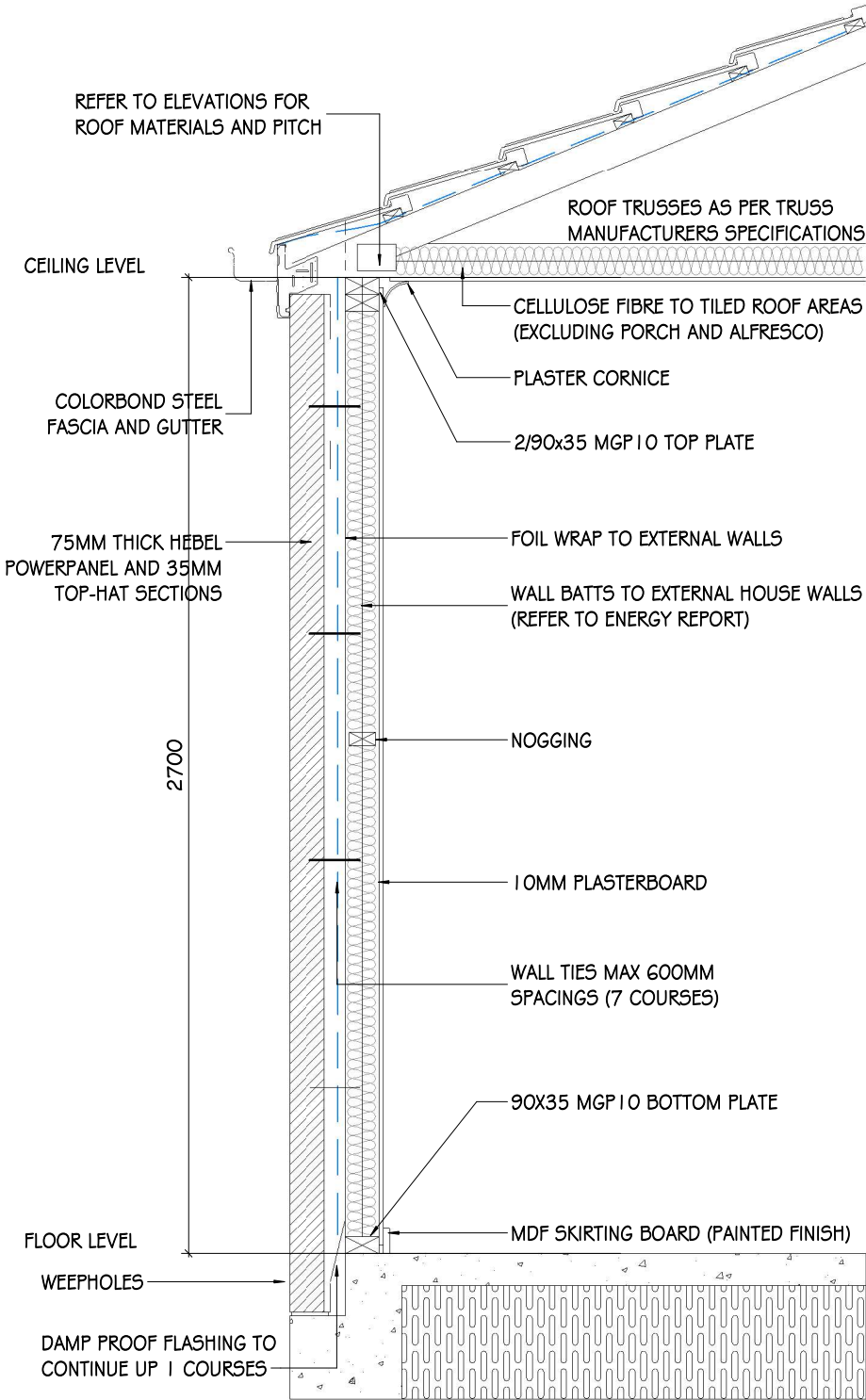
TYPICAL EAVE DETAIL 1-2
SCALE: 1 : 20



TYPICAL EAVE DETAIL BUILT ON BOUNDARY
SCALE: 1 : 20

HEBEL NOTES:

- SUPPLY AND INSTALL THE HEBEL POWERPANELXL EXTERNAL WALL SYSTEM (HEBEL CODE: *HEB1709*) SYSTEM IN ACCORDANCE WITH CSR HEBEL HOUSES & LOW RISE MULTI-RESIDENTIAL POWERPANELXL EXTERNAL WALLS DESIGN AND INSTALLATION GUIDE.
- PROVIDE ARTICULATION JOINTS AS PER CSR SPECS.
- PROVIDE 10MM SHRINKAGE JOINTS WITH CAULKING BETWEEN PANELS. COVER TO BE CONFIRMED ON SITE



TYPICAL WALL DETAIL
SCALE: 1 : 20

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THE VALLEY HOMES
FOR INSPECTIONS & ENQUIRIES CALL (03) 9304 4412

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SIGNED: DATE: 10/02/2024

PROJECT:
PROPOSED NEW RESIDENCE

ADDRESS:
LE BOULEVARD WYNDHAM

DRAWING:
SECTION

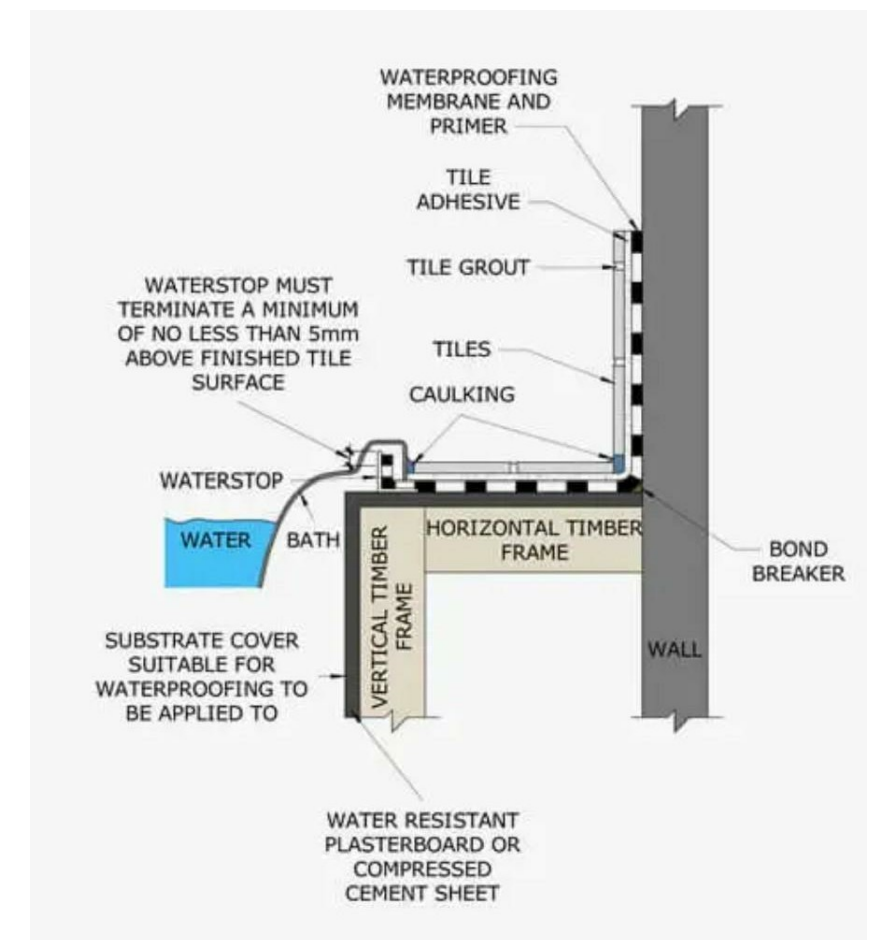
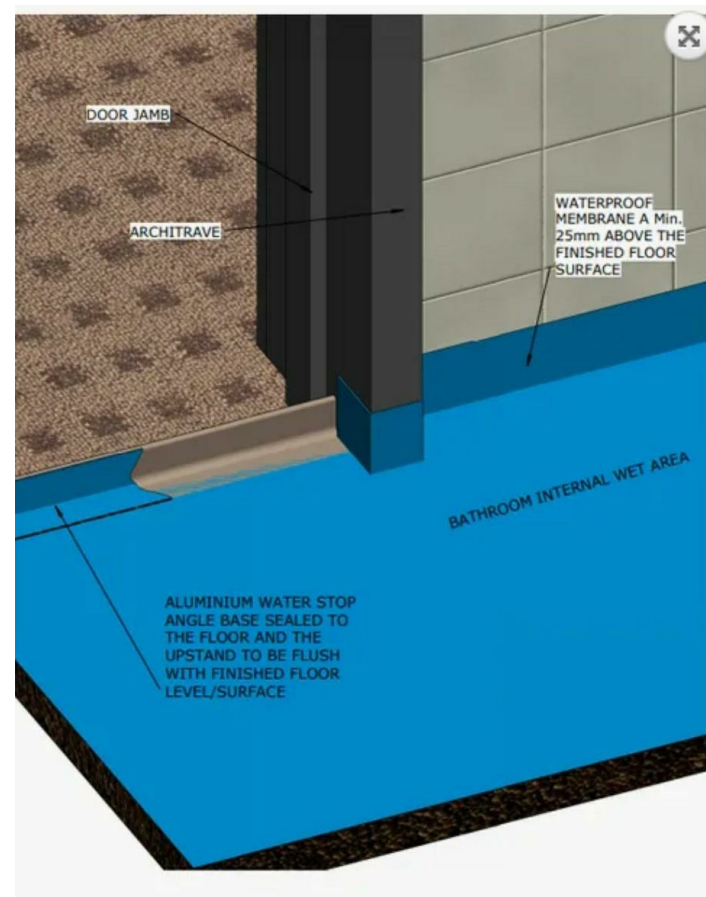
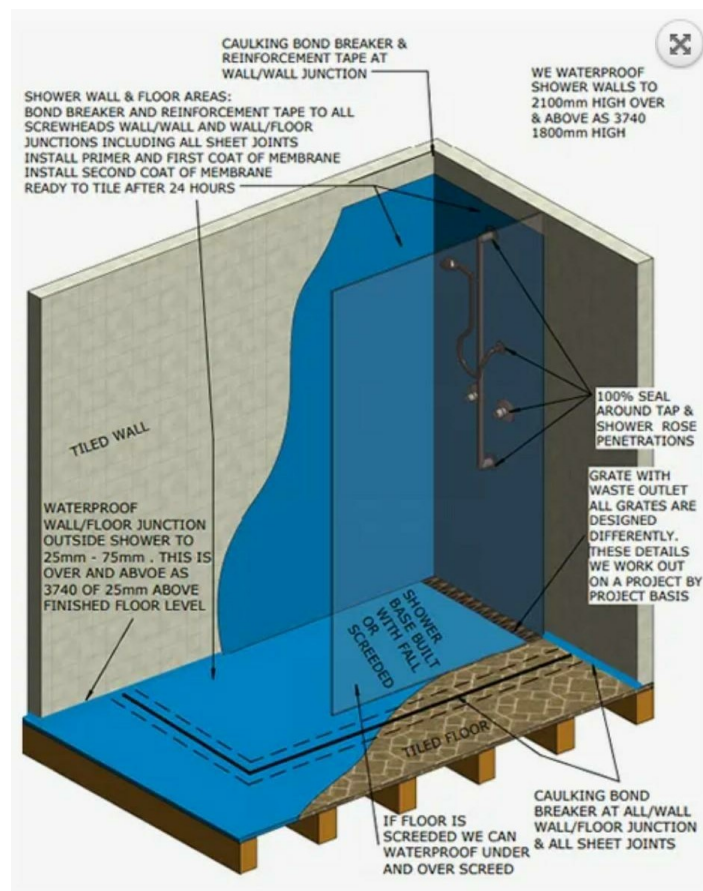
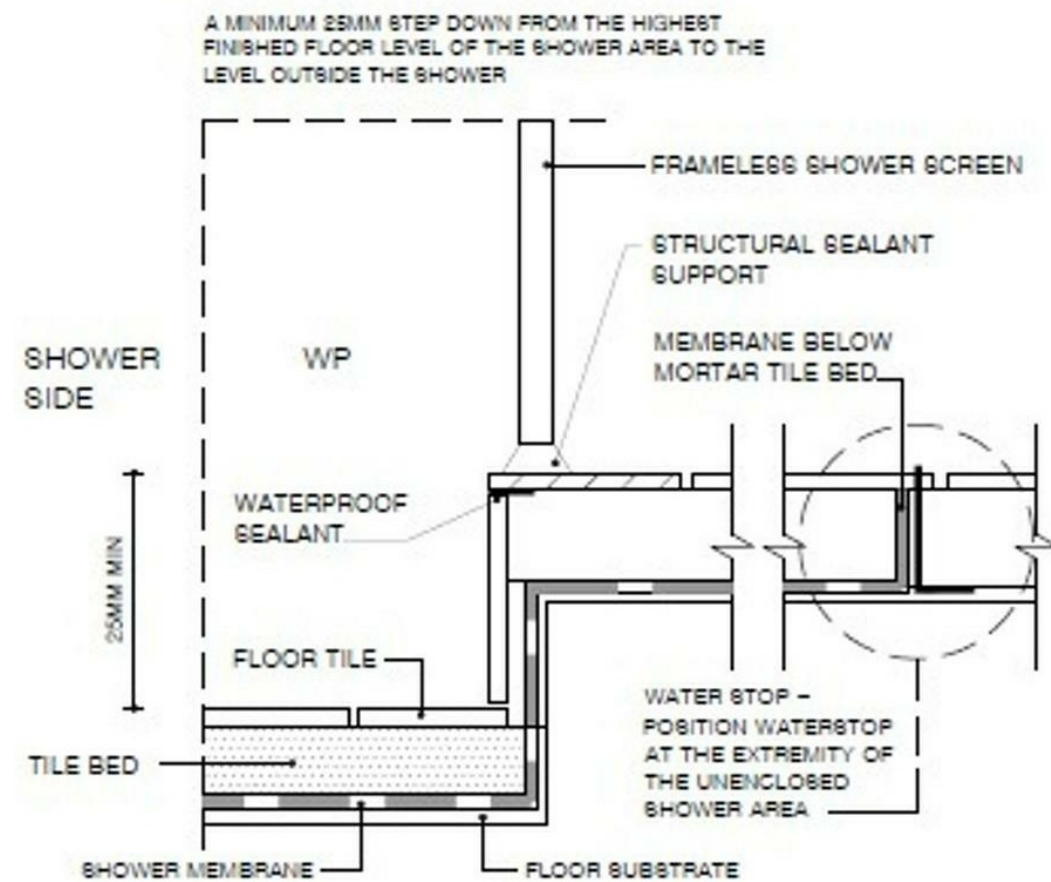
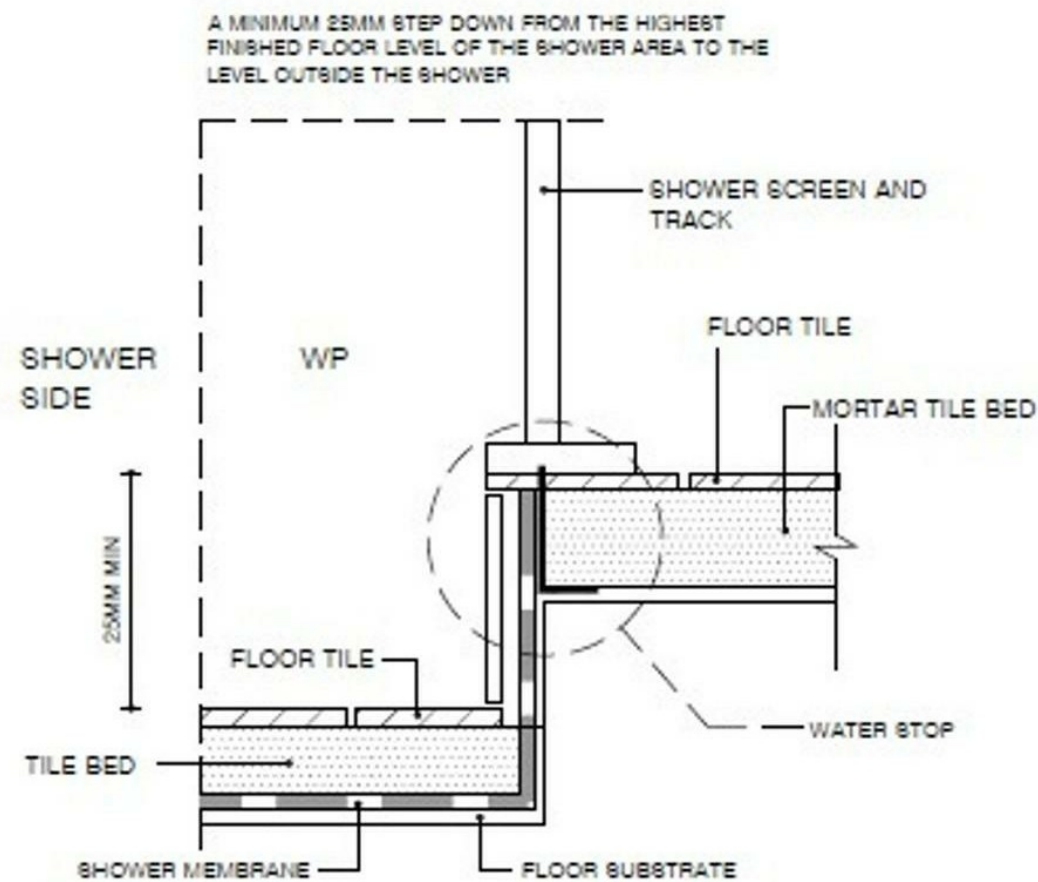
SCALE:
As indicated
JOB NUMBER:
8603
DATE:
02/09/2024

DRAWING NUMBER:
A3000 /2

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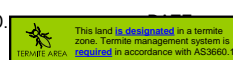
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NO.	DESCRIPTION	DATE
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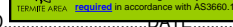
CLIENT SIGN OFF:

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SIGNED



SIGNED

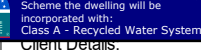


PROJECT:

PROPOSED NEW RESIDENCE

ADDRESS:

LE BOULEVARD WYNDHAM



DRAWING:

TYPICAL DETAIL

SCALE:

JOB NUMBER: 8603

@A3

DATE: 02/09/2024



DRAWING NUMBER:

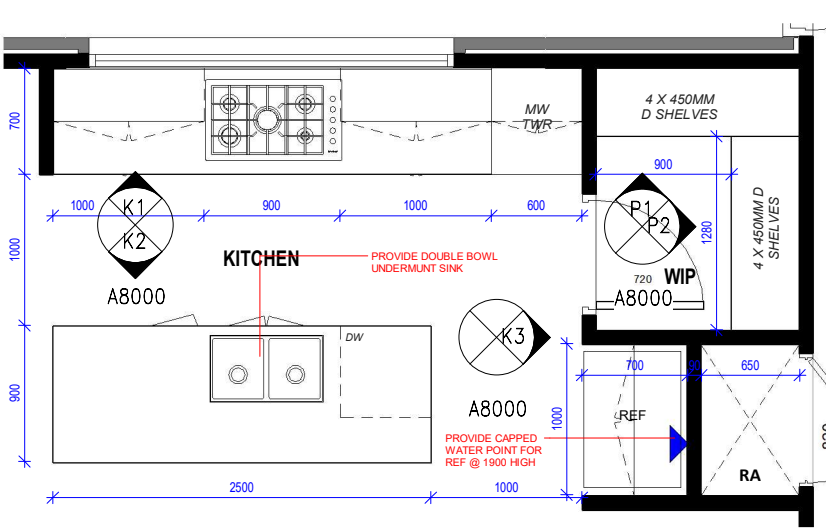
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CHECKED BY: AR

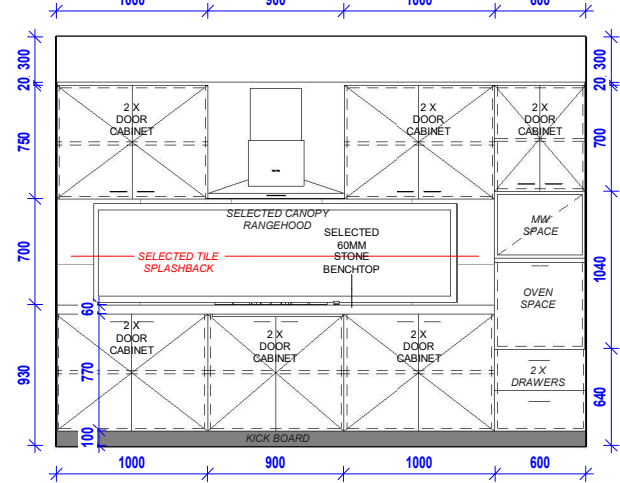
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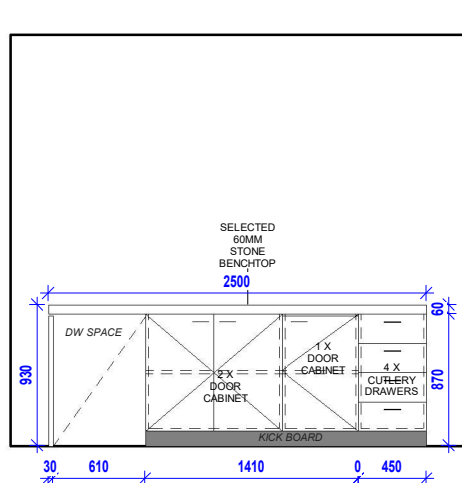
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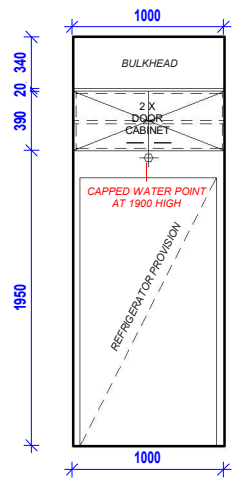
KITCHEN PLAN
SCALE: 1 : 50



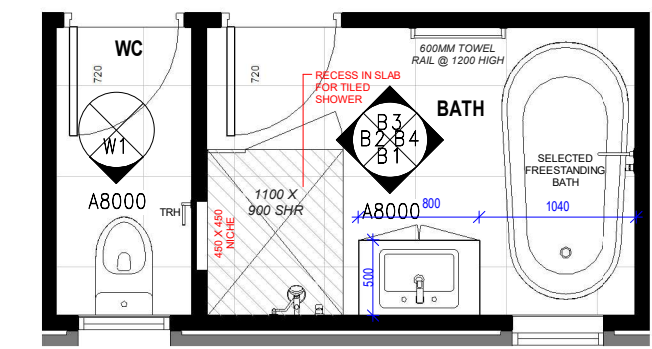
K1 - KITCHEN ELEVATION
SCALE: 1 : 50



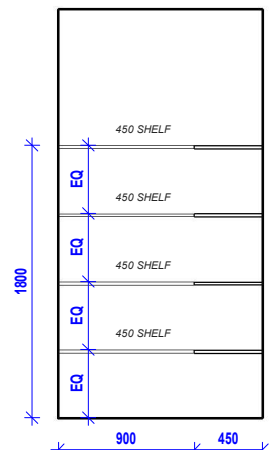
K2 - KITCHEN ELEVATION
SCALE: 1 : 50



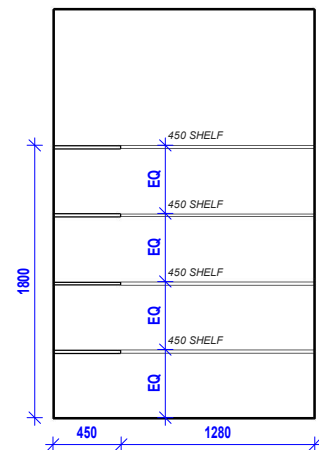
K3 - KITCHEN ELEVATION
SCALE: 1 : 50



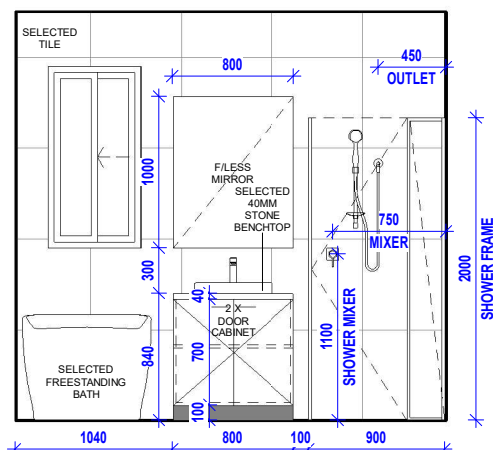
BATH AND WC PLAN
SCALE: 1 : 50



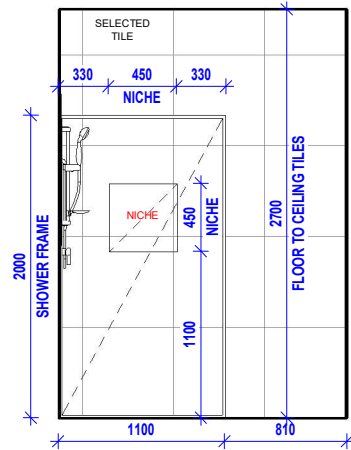
P1 - WIP ELEVATION
SCALE: 1 : 50



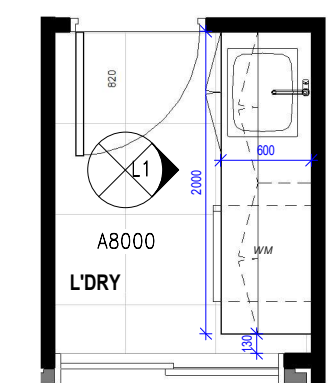
P2 - WIP ELEVATION
SCALE: 1 : 50



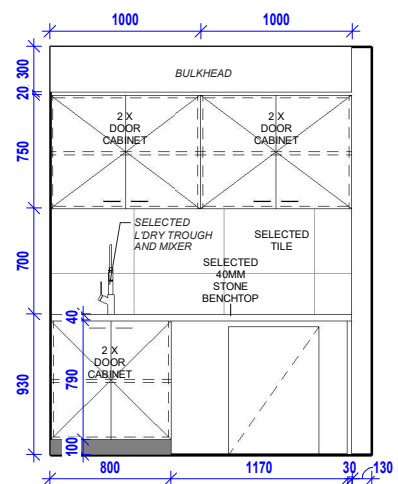
B1 - BATH ELEVATION
SCALE: 1 : 50



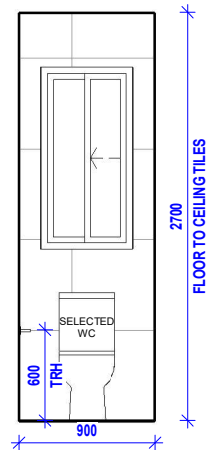
B2 - BATH ELEVATION
SCALE: 1 : 50



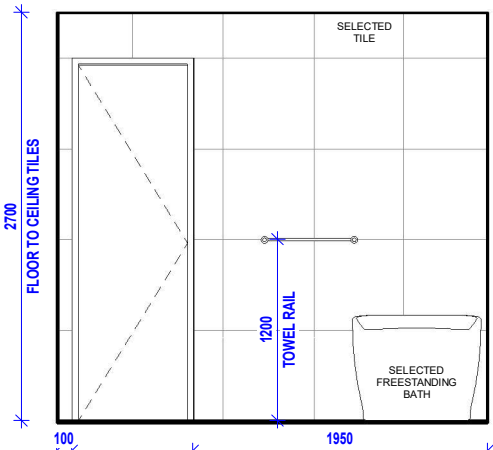
L'DRY PLAN
SCALE: 1 : 50



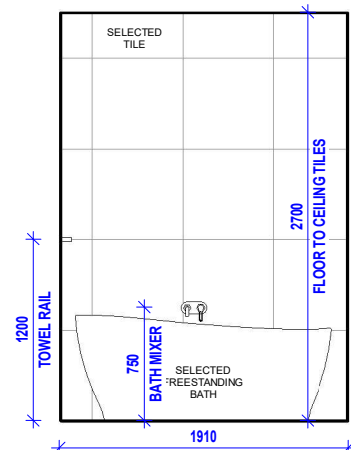
L1 - L'DRY ELEVATION
SCALE: 1 : 50



W1 - WC ELEVATION
SCALE: 1 : 50



B3 - BATH ELEVATION
SCALE: 1 : 50



B4 - BATH ELEVATION
SCALE: 1 : 50

NOTES / COMMENTS BY BUILDERS

INTERNAL JOINERY NOTES:

- JOINER MUST VERIFY ALL DIMENSIONS ON SITE PRIOR TO THE COMMENCEMENT OF ANY SHOP DRAWINGS, ORDERING OF MATERIALS , CONSTRUCTION OR FABRICATION WORK WHATSOEVER.

- JOINER MUST CHECK THAT SITE CONDITIONS ARE APPROPRIATE FOR INSTALLATION, INCLUDING ACCESSWAYS, DOORWAY WIDTHS ETC, PRIOR TO THE COMMENCEMENT OF ANY SHOP DRAWINGS, ORDERING OF MATERIALS , CONSTRUCTION OR FABRICATION WORK WHATSOEVER.

- JOINER MUST ALLOW TO PROVIDE CUT-OUTS AS REQUIRED FOR PIER AND DATA OUTLETS, FITTINGS AND FIXTURES.

- ALL JOINERY TO BE MANUFACTURED FROM 16mm M.D.F BOARD WITH SELECTED FINISH. PROVIDE H.M.R M.D.F BOARD IN AREAS OF MOISTURE EXPOSURE.

- ALL JOINTS MUST BE BISCUIT JOINTED OR DOWELLED, SCREWED AND GLUED UNLESS NOTED OTHERWISE.
- ALL FIXING TO BE CONCEALED UNLESS NOTED OTHERWISE.

- EXTENSIVE SUB-STRUCTURE SUPPORT TO BE PROVIDED WITH FURNITURE GRADE K.D.H.W, UNLESS NOTED OTHERWISE.
- CARPENTER / BUILDER SHALL PROVIDE ALL NECESSARY NOGGINS, STRONGBACKS, ADDITIONAL STUDS IN THE HOUSE FRAME TO SUPPORT; EQUIPMENT, JOINERY (eg. OVERHEAD CABINETS, CANTILEVERED VANITY UNITS ETC.) ALL IN ACCORDANCE WITH THE JOINERY PLANS AND REQUIREMENTS.

- ALL FICTURE, FITTINGS, MECHANISMS, HARDWARE, HINGES AND SLIDES ETC. MUST BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.

- FINISH WITHIN INSIDE OF CABINET CARCASS TO BE 0.4mm THICK WHITE MELAMINE.

- ADJUSTABLE SHELVES TO BE 18mm THICK WHITE MELAMINE FINISH FOR WIDTHS UP TO 1000mm. SHELVES IN CABINETS WITH GLAZED DOORS OR OPEN SHELIVING, SHALL BE SELECTED FINISH. ADJUSTABLE SHELF SUPPORTS TO BE PROVIDED AT 32mm VERTICAL CENTRES.

- ALL SIZES NOTES HERE-IN ARE NIMINAL ONLY AND ARE NOT TO BE USED FOR SHOP-DRAWINGS. CABINET SIZES ARE SUBJECT TO JOINER'S CHECK MEASURE AND SHOP DRAWINGS.

- STONE BENCHTOPS TO KITCHEN, W.C, BATHROOM & ENSUITE.

- 100MM SKIRTING TILES TO WET AREAS, INCL. W.C WALLS U.N.O.

- ALL INTERNAL DIMENSIONS & ELEVATIONS DRAWN TO STUD AND MAY VARY ON SITE. CONTRACTORS TO VERIFY DIMENSIONS PRIOR TO COMMENCING ANY WORK.

- ALL TILING HEIGHTS SUBJECT TO TILE SELECTION, TO BE CONFIRMED ON SITE.

- DESIGN AND THE POSITION OF DOOR AND DRAWER HANDLES IS INDICATIVE ONLY & USED TO REPRESENT HINGE-SIDE DOORS.

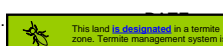
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THE VALLEY HOMES
FOR INSPECTIONS & ENQUIRIES CALL (03) 9304 4412

NO.	DESCRIPTION	DATE
1	PRELIMINARY	26/02/2024
2	PRELIMINARY WORKING DWG	02/09/2024

Opes
BUILDING SOLUTIONS
DOCUMENT IS THE SUBJECT OF -
NUMBER: CBS-U 66127/8463228197441
02/09/2024

CLIENT SIGN OFF:
I / WE CONFIRM THAT THESE DRAWINGS ACCORD WITH OUR REQUIREMENTS AND AUTHORISE THEIR USE FOR NEXT STAGE PURPOSES.

SIGNED:  DATE: 02/09/2024

PROJECT:
PROPOSED NEW RESIDENCE

ADDRESS:
LE BOULEVARD WYNDHAM

To achieve minimum Energy Rating Scheme the dwelling will be incorporated with:
Class A - Recycled Water System

DRAWING:
INTERNAL ELEVATIONS

SCALE:
As indicated
JOB NUMBER:
8603

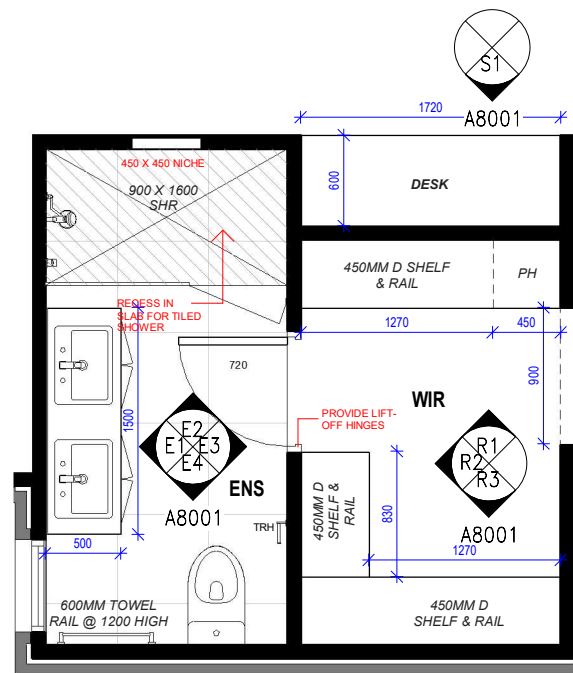
@A3
DATE:
02/09/2024

DRAWING NUMBER:
A8000 /2

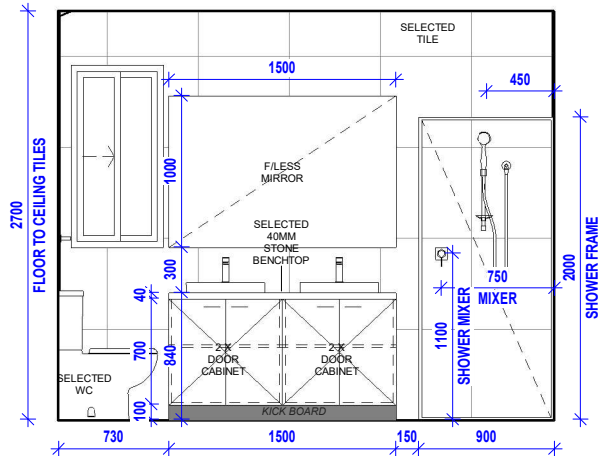
CHECKED BY: AR
DRAWN BY: RGM

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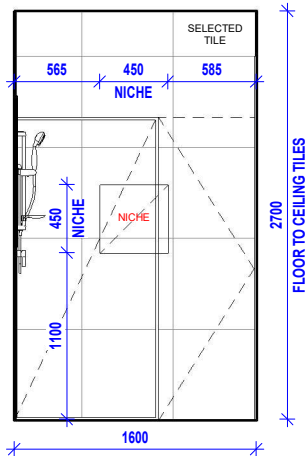
FOR CONSTRUCTION



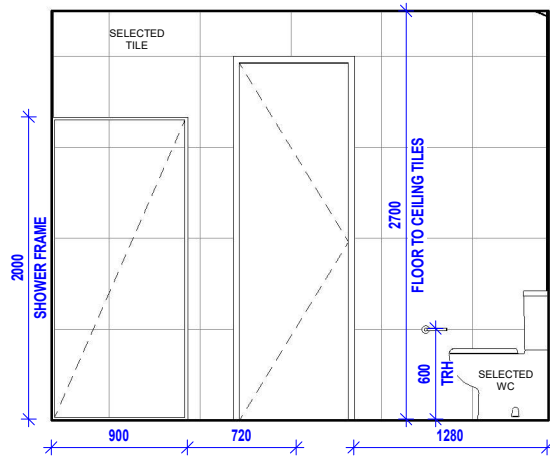
ENS , WIR AND DESK PLAN
SCALE: 1 : 50



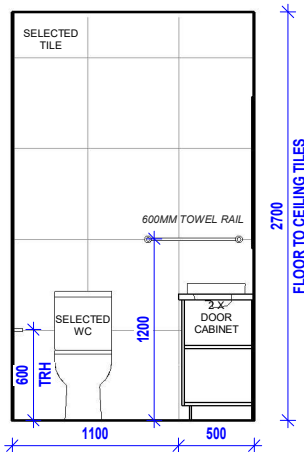
E1 - ENS ELEVATION
SCALE: 1 : 50



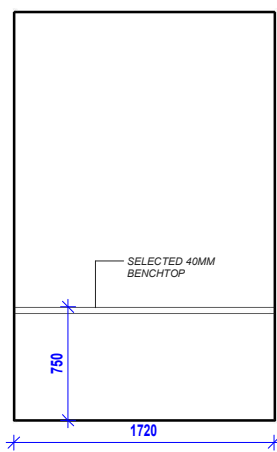
E2 - ENS ELEVATION
SCALE: 1 : 50



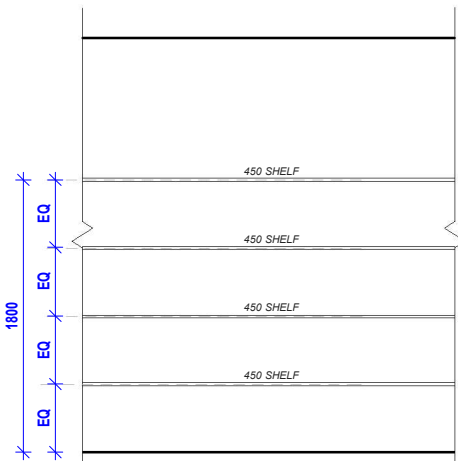
E3 - ENS ELEVATION
SCALE: 1 : 50



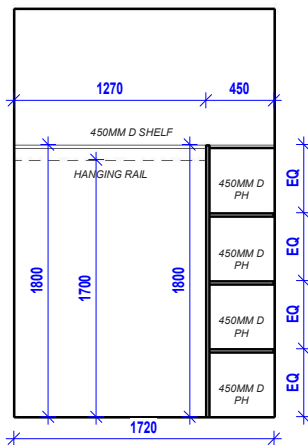
E4 - ENS ELEVATION
SCALE: 1 : 50



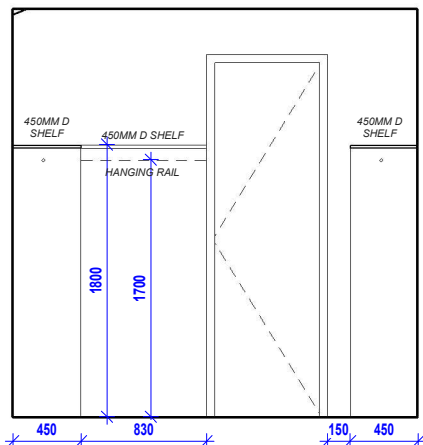
S1 - STUDY ELEVATION
SCALE: 1 : 50



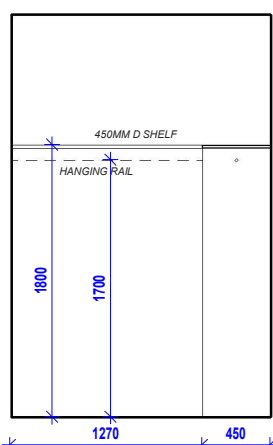
TYPICAL LINEN ELEVATION
SCALE: 1 : 50



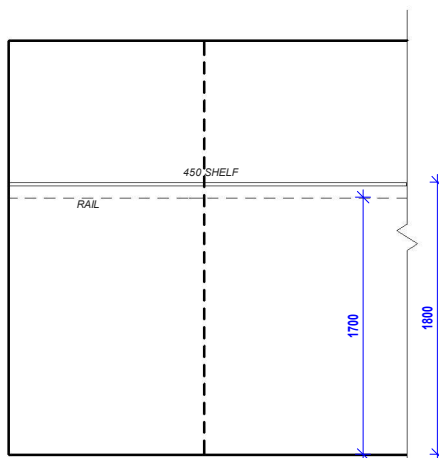
R1 - WIR ELEVATION
SCALE: 1 : 50



R2 - WIR ELEVATION
SCALE: 1 : 50



R3 - WIR ELEVATION
SCALE: 1 : 50



TYPICAL ROBE ELEVATION
SCALE: 1 : 50

NOTES / COMMENTS BY BUILDERS

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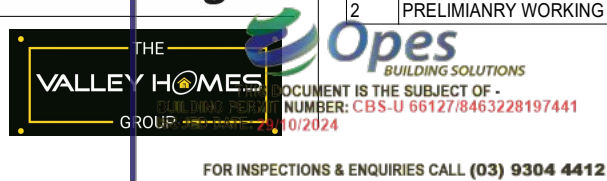
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Kiara Designs



NO:	DESCRIPTION	DATE
1	PRELIMINARY	26/02/2024
2	PRELIMINARY WORKING DWG	02/09/2024

CLIENT SIGN OFF:

I / WE CONFIRM THAT THESE DRAWINGS ACCORD WITH OUR REQUIREMENTS AND AUTHORISE THEIR USE FOR NEXT STAGE PURPOSES.

SIGNED



SIGNED

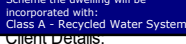
DATE

PROJECT:

PROPOSED NEW RESIDENCE

ADDRESS:

100 LE BOULEVARD WYNDHAM



DRAWING:

INTERNAL ELEVATIONS

SCALE:

As indicated

JOB NUMBER: 8603

@A3

DATE: 02/09/2024



DRAWING NUMBER:

A8001 /2

CHECKED BY: AR

DRAWN BY: RGM

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FOR CONSTRUCTION

PROPOSED NEW RESIDENCE

Lot 1424, 139 BRIGHTVALE BOULEVARD WYNDHAM VALE 3024

FOR CONSTRUCTION - ARCHITECTURAL DRAWINGS



GENERAL NOTES

ALL WORKS TO BE CARRIED OUT IN ACCORDANCE WITH BUILDING ACT 1993, BUILDING REGULATIONS 2018, NCC 2022 AND RELEVANT STANDARDS.

THE BUILDER AND SUBCONTRACTOR TO VERIFY ALL EXISTING CONDITIONS, RELEVANT LEVELS AND DIMENSIONS ON-SITE PRIOR TO COMMENCING ANY BUILDING WORKS OR PREFABRICATION.

ARCHITECTURAL DRAWING SHALL BE READ IN CONJUNCTION WITH ANY STRUCTURAL ENGINEERING COMPUTATIONS OR STRUCTURAL DRAWINGS.

FIGURED DIMENSIONS TAKE PRECEDENCE OVER SCALED DRAWINGS.

BUILDER TO ADHERE TO ALL BUILDING PERMIT CONDITIONS AND PLANNING PERMIT CONDITIONS. PLEASE CONSULT ARCHITECT IF THERE ARE ANY DISCREPANCIES.

ALL MATERIALS & METHODS OF CONSTRUCTION SHALL COMPLY WITH RELEVANT S.A.A CODES, NCC 2022 AND LOCAL COUNCIL BY- LAWS.

DO NOT SCALE DRAWINGS

PROVIDE IMPERVIOUS FLOOR & WALL FINISHES TO ALL WET AREAS IN ACCORDANCE WITH NCC 2022 PART 10.2.1.

CONNECT STORMWATER AND SULLAGE DRAINS INTO LEGAL POINTS OF DISCHARGE , ALL DRAINS SHALL COMPLY WITH LOCAL AUTHORITIES REGULATIONS AND AS3500.3-2018.

PROVIDE 90MM DIA. AGRICULTURAL DRAINS TO THE BASE OF ALL EXCAVATIONS BANKS AND RETAINING WALLS. CONNECT TO STORMWATER VIA SILT PIT.

SMOKE ALARMS TO COMPLY WITH AS3786-2014.
SMOKE ALARMS TO BE INSTALLED IN ACCORDANCE WITH NCC 2022. SMOKE ALARMS MUST BE INTERCONNECTED DIRECTLY TO MAINS POWERS.

REFER TO SOIL REPORT FOR SOIL CLASSIFICATIONS AND FOUNDING DEPTHS. ALL EXPOSED STEEL TO BE HOT DIPPED GALVANISED.

PROVIDE MECHANICAL VENTILATION IN ACCORDANCE WITH NCC 2022 AS REQUIRED. ALL EXHAUST FANS ARE TO DISCHARGE TO THE EXTERIOR OF THE BUILDING.

FOOTINGS
REINFORCED CONCRETE STRIP FOOTINGS & PAD FOOTINGS TO ENGINEERS DESIGN. FOOTING CONSTRUCTION TO COMPLY WITH NCC 2022.

WALL FRAMING
TIMBER WALL FRAMING IS TO COMPLY WITH AS1684.2-2010 "RESIDENTIAL TIMBER FRAMED CONSTRUCTION NON-CYCLONIC AREAS" AND OR AS1684.3-2010 "RESIDENTIAL TIMBER FRAMED CONSTRUCTION CYCLONIC AREAS" AND WITH SUPPLEMENTARY TABLES.

PROVIDE DOUBLE STUD, STUMP & PAD UNDER ALL LOAD POINTS.

ALL STRUCTURAL STEEL IS TO COMPLY WITH AS4100-1998 (R2016).

WALL TIE DOWNS ARE TO BE INSTALLED IN ACCORDANCE WITH NCC 2022 PART 7.3. THE TYPES OF WALL TIES DOWNS MAY BE INCLUSIVE OF METAL STRAPS, BOLTS, SCREWS, COACH SCREWS AND FRAMING ANCHORS.

ALL EXTERNAL STEEL LINTELS ARE TO BE HOT DIPPED GALVANIZED AND THE WALL TIES PROVIDED ARE TO BE STAINLESS STEEL (PART 6.3 OF THE NCC 2022).

MASONRY
ALL MASONARY WORK IS TO COMPLY WITH AS4773-SET:2015 AND NCC 2022.

CONCRETE STRUCTURES
ALL CONCRETE STRUCTURES ARE TO COMPLY WITH AS 3600-2018 AND NCC 2022.

INSULATION
REFER TO ENERGY REPORT FOR INSULATION REQUIREMENTS IN WALLS AND CEILINGS.
PROVIDE SOUND-DAMPENING AND SARKING TO METAL ROOFS: 50 MM THICK FIBERGLASS BLANKETS. SISILATION FLAMMABILITY INDEX NO GREATER THAN 5. SUPPLY AND INSTALL SISILATION

WINDOWS/GLAZING
ALL WINDOWS SHALL CONFORM TO AS2047-2014 AND ALL GLAZING TO AS1288 -2021 & NCC 2022 PART 8.1.

GLAZING WITHIN 2000MM OF THE F.F.L IN BATHROOMS OR ENSUITES IS TO BE GRADE A SAFETY GLASS.

ALL SIZES SHOWN ARE NOMINAL AND SHOULD BE COMPARED TO MANUFACTURERS STANDARD SCHEDULE BEFORE CONSTRUCTION COMMENCES. NON-STANDARD WINDOWS TO HAVE SIZES CHECKED ON SITE PRIOR TO MANUFACTURING. REFER TO ELEVATIONS FOR SASH ARRANGEMENT. ALL WINDOW SIZES & CLEARANCES TO BE CHECKED ON SITE PRIOR TO MANUFACTURING.

GRADE A SAFETY GLASS IS REQUIRED TO ALL GLAZING IN BATHROOMS, ENSUITES, SPA ROOMS, SHOWER DOORS, SHOWER SCREENS, BATH ENCLOSURES, AND ASSOCIATED WINDOWS, WHERE THE LOWEST SIGHT LINE IS LESS THAN 2.0 M ABOVE THE HIGHEST ABUTTING FINISHED LEVEL OF THE FLOOR, BOTTOM OF THE BATH, OR SHOWER BASE

PLEASE NOTE THAT WINDOWS CAPABLE OF BEING MISTAKEN FOR A DOORWAY OR OPENING AND GREATER THEN 500MM IN WIDTH, 1M IN HEIGHT AND WITHIN 700MM OF THE FINISHED FLOOR ARE TO BE PROVIDED WITH A MID-HEIGHT MOTIF WITHIN ITS PANEL IN ACCORDANCE WITH NCC 2022.

TIMBER FRAMING
TIMBER WALL FRAMING IS TO COMPLY WITH AS1684.2-2010 "RESIDENTIAL TIMBER FRAMED CONSTRUCTION NON-CYCLONIC AREAS" AND OR AS1684.3-2010 "RESIDENTIAL TIMBER FRAMED CONSTRUCTION CYCLONIC AREAS" AND WITH SUPPLEMENTARY TABLES. PROVIDE DOUBLE STUD, STUMP & PAD UNDER ALL LOAD POINTS.

WALL BRACING LAYOUT IN CONJUNCTION WITH THE WALL TIE DOWN DETAILS (TOP PLATES TO STUDS) ARE TO COMPLY WITH AS1684-2021. WALL TIE DOWNS (TOP PLATES TO STUDS) ARE TO BE INSTALLED AT MINIMUM 1800 CTRS (EVERY 4TH STUD). THE TYPES OF WALL TIES DOWNS MAY BE INCLUSIVE OF METAL STRAPS, BOLTS, SCREWS, COACH SCREWS AND FRAMING ANCHORS. WALL BRACING NO GREATER THEN 9M APART.

TRUSS/POSISTRUTT
PROVIDE AN ELECTRONIC COPY OF THE ROOF TRUSS/POSISTRUTT MANUFACTURER'S DESIGN AND LAYOUT OF THE BEAMS ARE TO BE SUBMITTED PRIOR TO THE FRAME INSPECTION BEING CARRIED OUT. NOTE: THE FRAME INSPECTION WILL NOT BE CARRIED OUT UNTIL SUCH TIME.

THAT COPY OF FULL TRUSS COMPUTATIONS AND LAYOUT PLANS ARE PROVIDED AND APPROVED BY THE RELEVANT BUILDING SURVEYOR. NOTE DISCS WILL NOT BE ACCEPTED.

CONCRETE:
ALL CONCRETE MATERIAL AND WORKMANSHIP SHALL BE IN ACCORDANCE AS3600-2018 CONCRETE STRUCTURES CODE.

ALL CONCRETE SHALL BE CURED IN ACCORDANCE WITH AS3600- 2018. ALL REINFORCEMENT TO BE LAID AND LAPPED TO MANUFACTURERS SPECIFICATIONS ON APPROVED BAR CHAIRS.

CONCRETE STRENGTH 25MPA (MIN) AT 28 DAYS.

ALL WORKS TO BE IN ACCORDANCE WITH AS2870-2011 - "RESIDENTIAL SLABS AND FOOTING CONSTRUCTION" OWNERS MUST RECOGNIZE THEIR RESPONSIBILITIES NOTED IN AS 2870-2011 AND MORE DETAIL IN C.S.I.R.O PUBLICATION "GUIDE TO HOMEOWNERS ON FOUNDATION MAINTENANCE AND PERFORMANCE."

ALL EXCAVATIONS SHOULD BE CAREFULLY INSPECTED BY A COMPETENT PERSON AND THIS OFFICE CONTACTED IMMEDIATELY IF CONDITIONS OTHER THAN THOSE DESCRIBED IN THE SOIL REPORT ARE ENCOUNTERED.

CONCRETE SLAB
REINFORCED CONCRETE FLOOR SLAB TO ENGINEERS DESIGN. CONSTRUCTION OF CONCRETE SLAB TO COMPLY WITH NCC 2022 & AS2870.

FLOORING
REINFORCED CONCRETE FLOOR SLAB TO ENGINEERS DESIGN. CONSTRUCTION OF CONCRETE SLAB TO COMPLY WITH NCC 2022 & AS2870.

SUB-FLOOR
SUB-FLOOR VENTILATION IS TO BE INSTALLED AT A MINIMUM OF EVERY 6000MM² PER METER RUN OF WALL IN COMPLIANCE WITH NCC 2022. THE SUB-FLOOR ACCESS DOOR IS TO BE LOCATED IN A READILY ACCESSIBLE POSITION.

ROOFING
TIMBER ROOF FRAMING IS TO COMPLY WITH AS1684.2-2021 "RESIDENTIAL TIMBER FRAMED CONSTRUCTION NON-CYCLONIC AREAS" AND OR AS1684.3-2021 "RESIDENTIAL TIMBER FRAMED CONSTRUCTION CYCLONIC AREAS" AND WITH SUPPLEMENTARY TABLES.

TIMBER ROOF TRUSSES AT 900MM CTS TO MANUFACTURERS SPECIFICATIONS PROVIDE GALV. IRON CROSS BRACING OVER ROOF TRUSSES EXPOSED COLORBOND GUTTERS AND FASCIAS, INSTALLED PER NCC. 2022.

ALL ROOF STORMWATER DRAINAGE SHALL COMPLY WITH AS3500.3-2018 ENSURE ALL SARKING BENEITH TILED ROOFS IS PROVIDED IN ACCORDANCE WITH PART 7.3.OF THE NCC 2022, AND HAS A FLAMMABILITY INDEX OF NOT MORE THEN 5.

STEEL PROTECTION
ALL EXTERNAL STEEL LINTELS ARE TO BE HOT DIPPED GALVANIZED AND THE WALL TIES PROVIDED ARE TO BE STAINLESS STEEL, PLEASE CONFIRM THIS ON PLAN. (PART 6.3 OF THE NCC 2022).

STAIRS
• STAIRS, STEPS & LANDINGS TO COMPLY WITH NCC. 2022.
• RISERS - 115MM MIN, 190MM MAX.
• GOINGS - 240MM MIN 355MM MAX.
• HANDRAIL TO BE 865MM ABOVE NOSING OF TREAD.
• 1000MM HIGH BALUSTRADING & 865 ABOVE STAIR NOSING
• 125MM MAXIMUM BETWEEN BALUSTERS
• PROVIDE 2000MM MIN HEAD ROOM CLEARANCE FROM TREAD NOSING
• MAX 3 RISERS OR 570MM WITHOUT A LANDING TO DOOR OPENING.
• SLOPE RELATIONSHIP 2R + G 550MIN - 700MAXTHE MAXIMUM GAP BETWEEN RISERS IN OPEN STAIRS IS 125MM WHERE THE STAIR IS IN EXCESS OF 1000MM ABOVE THE ADJACENT FLOOR LEVEL.
• ALL TREADS ARE TO HAVE A NON-SLIP FINISH OR A NON-SLIP STRIP IS TO BE PROVIDED TO THE NOSING.

HANDRAILS
A HANDRAIL IS TO BE PROVIDED ALONG AT LEAST ONE SIDE OF THE INTERNAL STAIRS.
THE TOP SURFACE OF THE HANDRAIL IS TO BE NOT LESS THAN 865MM VERTICALLY ABOVE THE NOSINGS OF THE STAIR TREADS AND HAVE NO OBSTRUCTION ON OR ABOVE.

DRAINAGE
ALL EXISTING UNDERGROUND SERVICES ARE TO BE LOCATED PRIOR TO EXCAVATION FOR NEW PIPES LINES AND NO EXISTING SERVICE SHALL BE DISCONNECTED OR DISTURBED WITHOUT APPROVAL FROM ENGINEER.

STORM-WATER DRAINS SHALL BE 100MM DIAMETER AT A GRADE OF 1:100 UNLESS NOTED OTHERWISE.

ALL PIPE JUNCTIONS SHALL BE WITH A 45 DEGREE JOINT.

ALL U-PVC PIPES SHALL CONFORM TO AS1260-2009 "PVC-U PIPES AND FITTINGS FOR DRAIN, WASTE AND VENT APPLICATION"

THE SITE SHOULD BE DRAINED SO THAT THE WATER CANNOT POND AGAINST OR NEAR THE BUILDING. THE GROUND IMMEDIATELY ADJACENT TO THE BUILDING SHOULD BE GRADED TO FALL 50MM OVER THE FIRST METER. WHERE THIS IS IMPRACTICABLE (I.E. SEVERAL SLOPING SITES) USE AGGIE DRAINS ADJACENT TO THE FOOTINGS WHERE THE GROUND FALLS TOWARDS THE BUILDING.

SURFACE DRAINAGE
THE GROUND BENEATH SUSPENDED FLOORS MUST BE GRADED SO THAT THE AREA BENEATH THE BUILDING IS ABOVE THE ADJACENT EXTERNAL FINISHED GROUND LEVEL AND SURFACE WATER IS PREVENTED FROM PONDING UNDER THE BUILDING.

TERMITE TREATMENT
SITE TO BE TREATED AGAINST SUBTERRANEAN TERMITES IN ACCORDANCE WITH AS3660.1 TO LOCAL AUTHORITIES SATISFACTION AS3660.1 TERMITE MANAGEMENT REQUIRES A MINIMUM OF 400MM CLEARANCE FROM GROUND LEVEL TO THE UNDERSIDE OF THE BEARER (THIS CAN BE REDUCED TO 200MM ON A SLOPING SITE)

MECHANICAL VENTS
ANY CONTAMINATED AIR FROM A SANITARY COMPARTMENT OR BATHROOM MUST A.EXHAUST DIRECTLY TO OUTSIDE THE BUILDING BY WAY OF DUCTS; OR B.EXHAUST INTO THE ROOF SPACE PROVIDED-
(I) IT IS ADEQUATELY VENTILATED THAT COMPLIES WITH NCC 2022
(II) THE ROOF IS CLAD IN ROOFING TILES WITHOUT SARKING OR SIMILAR MATERIALS WHICH WOULD PREVENT VENTING THROUGH GAPS BETWEEN TILES

EXHAUST FAN DISCHARGE RATES TO BE
A. SANTITARY COMPARTMENTS AND BATHROOMS - 25l/s
B. KITCHEN AND LAUNDRY - 40l/s

DOWNPIPES
100X50 OR 90MM DIAMETER DOWNPIPES ARE REQUIRED TO BE PROVIDED AT 12 METER MAXIMUM SPACING.

MINIMUM BOX GUTTER DIMENSIONS SHALL BE 200MM WIDE X 100MM DEEP.

ALL DOWNPIPES ARE TO BE CONNECTED TO THE APPROVED POINT OF DISCHARGE TO THE SATISFACTION OF THE RELEVANT BUILDING SURVEYOR.

WASTE PIPE LAGGING
PROVIDE SOUND ABSORBING INSULATION AROUND ALL WASTE PIPES FROM FIRST FLOOR WET AREAS (BATHROOMS/ENSUITES/LAUNDRY)

TOILET DOORS
TOILET DOORS ARE TO BE FITTED WITH REMOVABLE HINGES, OR ARE TO SWING OUT, OR BE SLIDING WHERE THE HINGE IS WITHIN 1200MM OF THE PAN.

WEEPHOLES
OPEN PERPENDICULAR JOINTS 'WEEPHOLES' MUST BE PROVIDED ABOVE ALL OPENINGS OVER 1200MM WIDE AND 1200MM CTRS IMMEDIATELY ABOVE THE DPC.

WET AREAS
TO COMPLY WITH NCC 2022 10.2.

PLIABLE BUILDING MEMBRANE
PLIABLE BUILDING MEMBRANE TO BE PROVIDED IN ACCORANCE WITH NCC 2022 AND TO BE LOCATED ON THE EXTERIOR SIDE OF THE PRIMARY INSULATION LAYER OF WALL ASSEMBLIES THAT FORM THE EXTERNAL ENVELOPE.

ALL PLIABLE BUILDING MEMBRANES SHALL COMPLY WITH AS4200.1 AND INSTALLED IN ACCORDANCE WITH AS4200.2.

BUSHFIRE ATTACK LEVEL
CLASSIFICATION = TO BE DETERMINED BY REGISTERED BUILDING SURVEYOR IF REQUIRED.

FLASHING
ALL FLASHING TO BE INSTALLED IN ACCORDANCE WITH AS/NZS 2904-1995 AND COMPLY WITH THE BCA.

ARTICULATION JOINTS
ARTICULATION JOINTS ARE TO COMPLY WITH PART 5.2.5 OF THE NCC 2022 (MINIMUM EVERY 5M CENTRES).

LOGS FOR PILES OR PIERS
UPON COMPLETION, PROVIDE A COMPLETE COPY OF THE RECORDS FOR THE PILE/PIER DRIVING OPERATIONS.

LIGHTING
MAINS ELECTRICITY SUPPLY, TELSTRA AND OTHERS TO BE LOCATED IN ACCORDANCE WITH THE RESPONSIBLE AUTHORITIES REQUIREMENTS. ALL ELECTRICAL SWITCHES AND POINTS SHALL BE INSTALLED IN ACCORDANCE WITH AS3000-2018, NCC AND ELECTRICAL AUTHORITIES REQUIREMENTS. PROVIDE SAFETY SWITCHES (RCD) TO ALL LIGHTING AND POWER POINT CIRCUITS.

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NO:	DESCRIPTION	DATE
1	PRELIMINARY	26/02/2024
2	PRELIMIANRY WORKING DWG	02/09/2024

CLIENT SIGN OFF:
I / WE CONFIRM THAT THESE DRAWINGS ACCORD WITH OUR REQUIREMENTS AND AUTHORISE THEIR USE FOR NEXT STAGE PURPOSES.

SIGNED.....DATE.....

SIGNED.....DATE.....

PROJECT:
PROPOSED NEW RESIDENCE

ADDRESS:
Lot 1424, 139 BRIGHTVALE BOULEVARD WYNDHAM VALE 3024
Client Details:

DRAWING:
GENERAL NOTES & DRAWING SCHEDULE
SCALE:

JOB NUMBER: 8603

@A3
DATE: 02/09/2024



DRAWING NUMBER:
A0002 /2

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SITE PLAN NOTES

- STORM WATER AND SEWER TO BE CONNECTED TO LEGAL POINT OF DISCHARGE IN ACCORDANCE WITH LOCAL AUTHORITIES REQUIREMENTS DOWNPIPES (DP) TO APPROX. LOCATION MAX 12M CRTS. CONNECTED TO S/WATER SYS. IN ACCORDANCE WITH LOCAL COUNCIL REQUIREMENTS. ALL S/WATER DRAINS THAT PASS UNDER CONC. SLABS AND TRAFFICABLE AREAS TO BE LAID IN HEAVY DUTY SEWER PIPE.
- BUILDER TO PROVIDE AGI DRAIN TO BASE OF BATTERS / RETAINING WALLS & WHERE EVER DEEMED NECESSARY. PROVIDE SILT PITS TO BASE OF BATTER, CONNECTED TO S/WATER SYSTEM. TYPICAL.
- PROVIDE CUT - OFF (AGI) DRAIN AS REQUIRED TO BASE OF ANY EXCAVATION AND CONNECT INTO STORM WATER VIA SILT PITS.
- PROPERTY LAYOUT IS BASED UPON INFORMATION PROVIDED BY BUILDER OR OWNER AND THEREFORE ALL DIMENSIONS, OFFSETS AND DETAILS MUST BE VERIFIED ONSITE PRIOR TO COMMENCING ANY SETOUTS AND OR BUILDING WORKS.
- LEVELS MUST BE VERIFIED ON SITE TO DETERMINE DEPTH OF EXCAVATIONS AND AFFECTED WALL HEIGHTS PRIOR TO COMMENCING ANY BUILDING WORK.
- PROVIDE TERMITE PROTECTION TREATMENT TO SITE IN ACCORDANCE WITH AS3660.1 AS PER LOCAL AUTHORITY PROPERTY ASSESSMENT.

BUILDER NOTES

- BUILDER AND CONTRACTORS ARE TO CHECK AND VERIFY ALL PLANS AND DRAWINGS PRIOR TO COMMENCING CONSTRUCTION. ANY DISCREPANCIES ON THE DRAWINGS MUST BE REPORTED TO THE RELEVANT BUILDING DESIGNER IMMEDIATELY PRIOR TO COMMENCING CONSTRUCTION
- BUILDER TO ENSURE NO PART OF CONSTRUCTION ENCROACHES TITLE BOUNDARIES OR EASEMENT LINES U.N.O.
- REFER TO ENG'S DETAILS AND SOIL REPORT FOR REQUIREMENTS IN FOOTINGS & BUILDING OVER REMOVED OR RETAINED TREES FOR THIS SITE OR ADJACENT

ASSET PROTECTION

- BUILDER TO CONFIRM LOCATION OF ALL EXTERNAL ASSETS PRIOR TO COMMENCING CONSTRUCTION. RELOCATION MAY BE REQUIRED.

TERMITE NOTES

TERMITE PROTECTION MEASURES TO BE IN ACCORDANCE WITH NCC 2022 AND IN CONJUNCTION WITH AS3660.1.

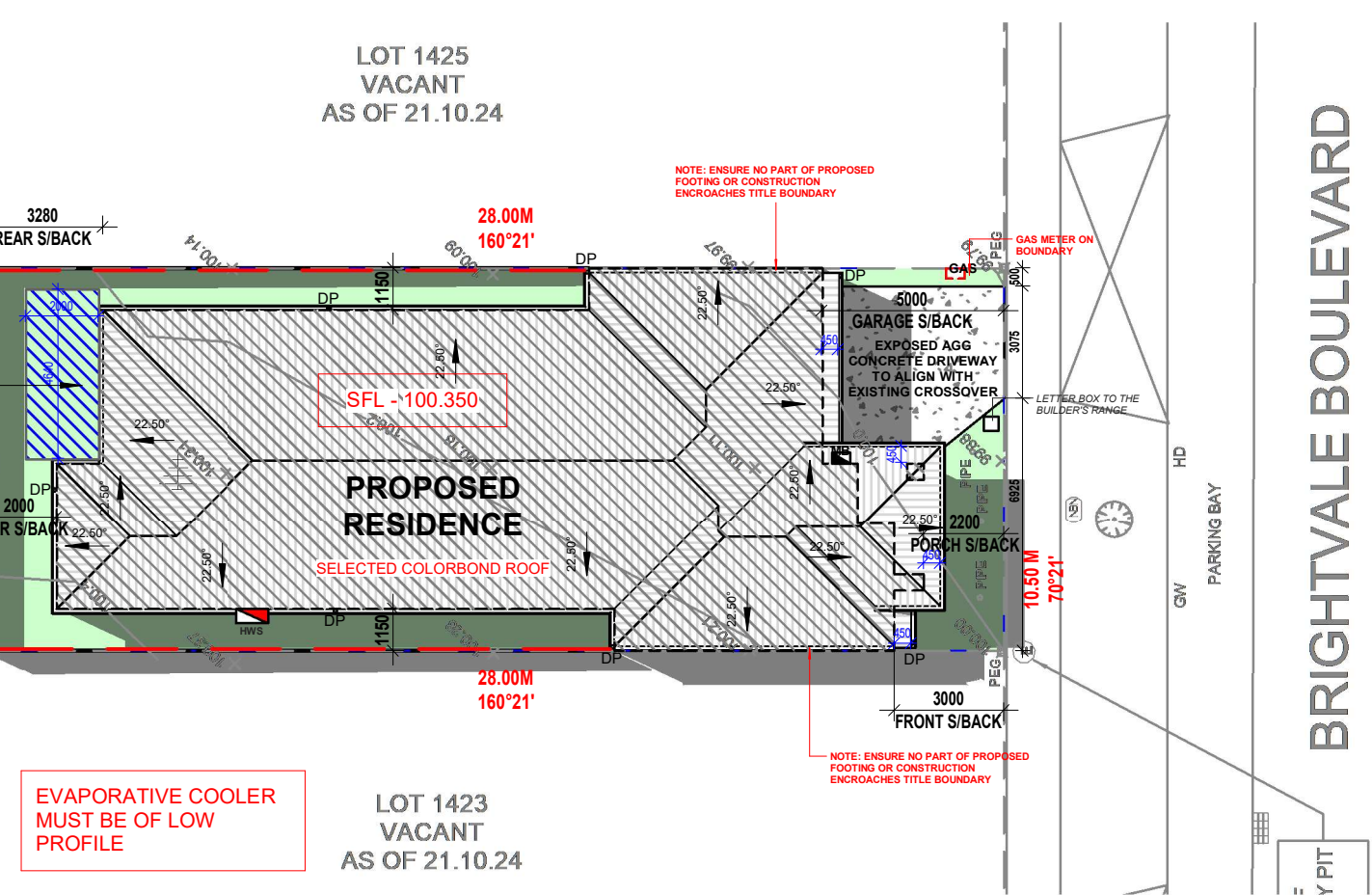
- STRUCTURAL SLABS ON GROUND USED AS PART OF TERMITE BARRIER SYSTEMS MUST BE CONSTRUCTED IN ACCORDANCE WITH AS2870 AND GROUND IS TO BE PRE-TREATED WITH TERMITE SPRAY.
- THE EDGE OF ANY SLAB ON GROUND MAY BE USED AS A PERIMETER BARRIER PROVIDED 75mm OR MORE ABOVE GROUND IS LEFT EXPOSED.
- GROUND BENEATH NON-STRUCTURAL SLABS TO BE PRETREATED WITH TERMITE SPRAY.
- PENETRATIONS OF SLABS OR SLAB BEAMS TO BE PROTECTED.
- ALL ATTACHMENTS TO BUILDINGS SUCH AS DOWNPIPES MUST MAINTAIN A CLEAR GAP TO ALLOW FOR VISUAL INSPECTION.
- SLAB EDGE TO BE TERMITE TREATED ANNUALLY FOR LIFE OF STRUCTURE.

NOTE: LANDSCAPE PLAN AS PER DEVELOPERS SPECIFICATION AND DESIGN GUIDELINES

NOTE: REFER ENERGY RATING REPORT FOR INSULATION VALUES

AREA SCHEDULE

NAME	AREA (SQM) SQ'S
PORCH	3.80 SQM
GARAGE	35.50 SQM
GROUND FLOOR	155.2 SQM
TOTAL	194.50 SQM (20.95 SQ)
SITE AREA	294 SQM
SITE COVERAGE	64.74%
PERMEABILTY	81.27 (27.64%)
POS	63.58 SQM
SPOS	31.50 SQM
IMPERMEABLE AREA	22.37 SQM

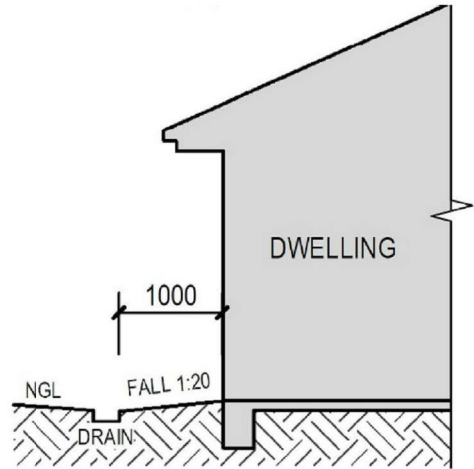


CONTEMPORARY LETTER BOX AS PER AUS POST STANDARD.

LETTERBOXES MUST MATCH AND COMPLEMENT THE DWELLING DESIGN

NOTE: THE PLANS AND SITE PLAN ARE SUBJECT TO RESCODE AND SLHC GUIDELINES AND MAY BE MODIFIED TO SUIT

IMPERMEABLE SURFACES TABLE	
FRONT GARDEN AREA	17.69 SQM (44%)
DRIVEWAY	22.37 SQM (56%)
TOTAL	40.06 SQM (100%)



NOTE: GRADE SURFACE AWAY FROM HOUSE FOR A MIN DISTANCE OF 1000MM AT A MIN 1:20 FALL TO DRAIN CONNECTED TO LEGAL POINT OF DISCHARGE

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1	PRELIMINARY	26/02/2024
2	PRELIMIANRY WORKING DWG	02/09/2024

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SIGNED.....DATE.....

PROJECT:

PROPOSED NEW RESIDENCE

ADDRESS:

Lot 1424, 139 BRIGHTVALE BOULEVARD WYNDHAM VALE 3024

Client Details:

DRAWING:

SITE PLAN

SCALE:

As indicated

JOB NUMBER:

8603

@A3

DATE:

02/09/2024



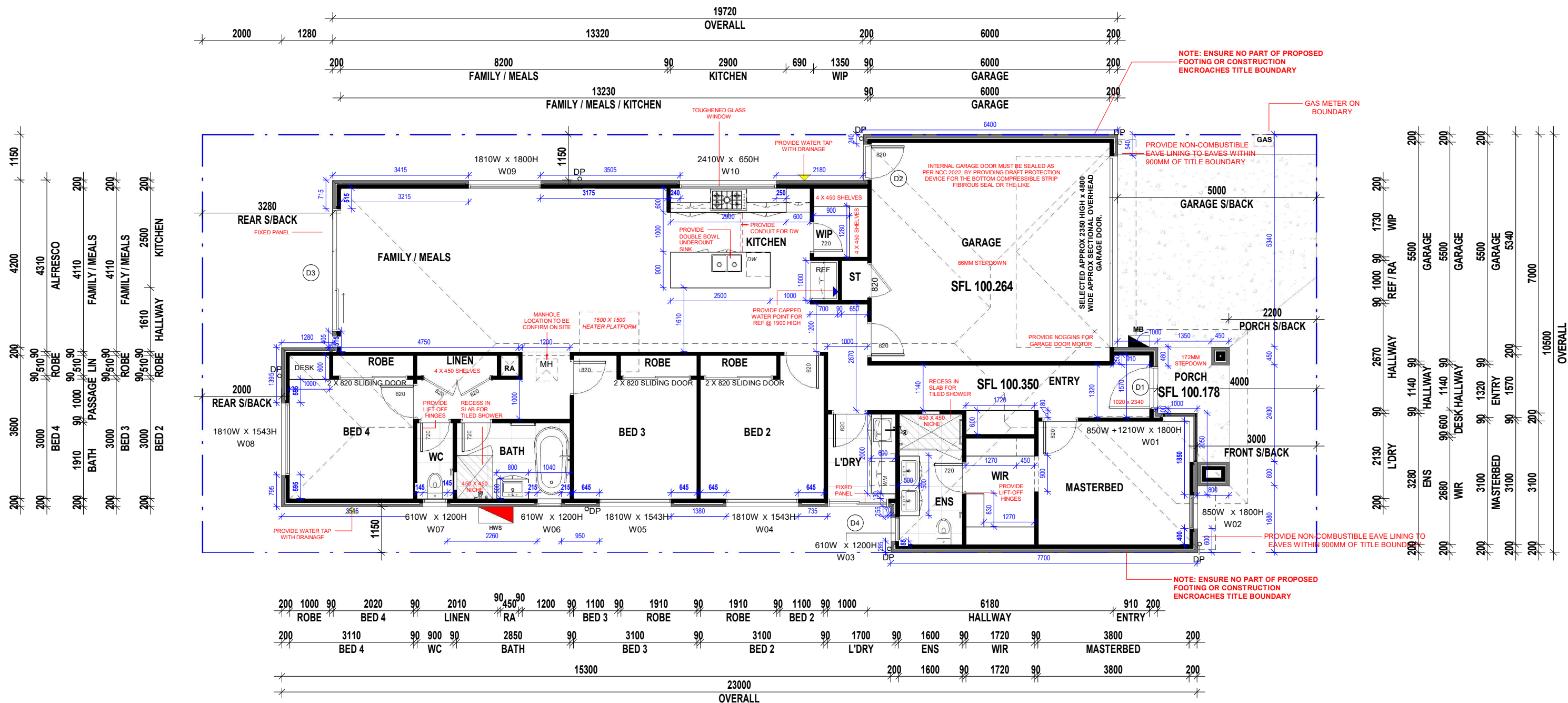
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A0100 /2

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NOTE:
ALL EXHAUST FANS TO DISCHARGE DIRECTLY TO OUTSIDE AIR AND NOT INTO ROOF SPACE.
MECHANICAL EXHAUST FANS ARE TO PROVIDE A MIN 25L PER SECOND FOR BATHROOMS & SANITARY COMPARTMENTS & MIN 40L/S FOR RANGEHOODS

- PROVIDE LIFT-OFF HINGES TO ALL SWING DOORS IN SANITARY COMPARTMENTS AS PER NCC 2022.
- ALL WATERPROOFING MEMBRANES FOR EXTERNAL ABOVE GROUND USE MUST COMPLY WITH AS4654; PARTS 1 & 2
- PROVIDE GRADE 'A' SAFETY GLAZING TO ALL BATHROOMS AND TOILETS AS PER NCC 2022.
- PROVIDE TILED SHOWER RECESS TO BATH AND ENSUITE SHOWERS (REFER TO INTERNALS)
- PROVIDE ALUMINIUM FRAMED FIBRE-GLASS MESH FLYSCREENS TO ALL OPENABLE WINDOWS
- PROVIDE NOGGING FOR TOWEL RAIL, TOILET ROLL HOLDER & TV BRACKET

THIS DESIGN IS TO HAVE AN ENERGY RATING ASSESSMENT CARRIED OUT UNDER THE NCC 2019 PROVISIONS.

NOTE:
PROVIDE NOGGING FOR TOWEL RAIL AND TOILET ROLL HOLDER

NOTE:
PROVIDE 2340MM HIGH DOORS THROUGHOUT THE HOUSE.
ALL WINDOW SIZES NOMINAL- MANUFACTURER TO USE CLOSEST SIZE.
DOOR STYLE IS TO BE SELECTED BY CLIENT.

HEBEL NOTES:

- SUPPLY AND INSTALL THE HEBEL POWERPANELXL EXTERNAL WALL SYSTEM (HEBEL CODE: *HEB1709*) SYSTEM IN ACCORDANCE WITH CSR HEBEL HOUSES & LOW RISE MULTI-RESIDENTIAL POWERPANELXL EXTERNAL WALLS DESIGN AND INSTALLATION GUIDE.
- PROVIDE ARTICULATION JOINTS AS PER CSR SPECS.
- PROVIDE 10MM SHRINKAGE JOINTS WITH CAULKING BETWEEN PANELS. COVER TO BE CONFIRMED ON SITE

CONSTRUCTION TO BE IN ACCORDANCE WITH AS3500

**ALL PLUMBING WORKS TO COMPLY WITH AS3500
ALL GLAZING TO BE IN ACCORDANCE WITH AS1288 & AS2047
INTERNAL WATERPROOFING TO COMPLY WITH AS3740**

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ADDRESS:
Lot 1424, 139 BRIGHTVALE BOULEVARD WYNDHAM VALE 3024
Client Details:

DRAWING:
GROUND FLOOR PLAN

SCALE:
1 : 100
JOB NUMBER:
8603
@A3
DATE:
02/09/2024

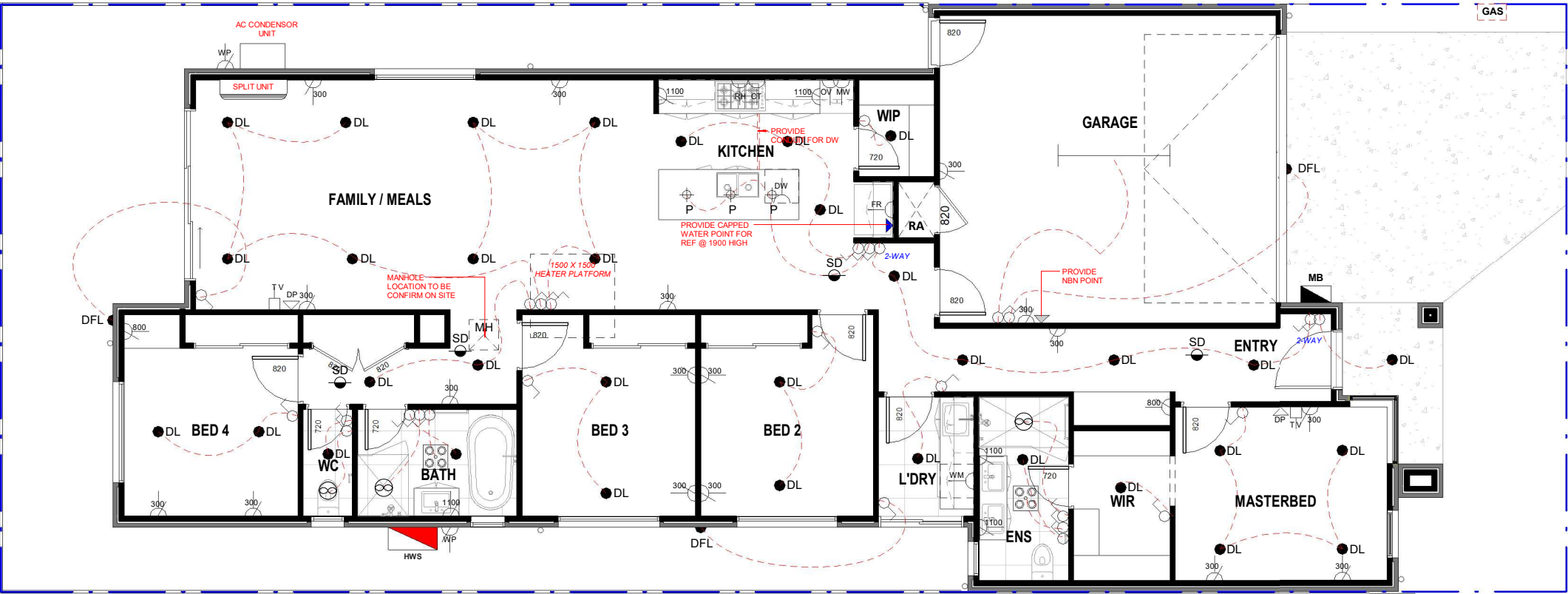


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38 DOWNLIGHTS

NOTE : ELECTRICAL FITTINGS AND FIXTURES - CLIENT TO CONFIRM LOCATION DURING COLOUR SELECTION

NOTE : PROVIDE 3 X PENDANT LIGHT ABOVE ISLAND BENCH

NOTES:

- T.V ANTENNA AND WIRING TO AERIAL POINTS AS SHOWN
- WHERE LAMPS ARE USED THAT HAVE A TRANSFORMER OR BALLAST, THE TRANSFORMER BALLAST MUST BE OF ELECTRICAL TYPE
- OUTDOOR LIGHTING MUST BE CONTROLLED BY A DAY SENSOR OR HAVE AT LEAST 40 LUMENS/W
- CONTRACTOR TO VERIFY LOCATION OF ALL POINTS ON SITE PRIOR TO FINAL INSTALLATION
- GPO'S TV POINT & DATA POINTS TO BE LOCATED TO SUIT FOR WALL MOUNTED TV (NOM 1200MM)
- TO "WC" PROVIDE MECHANICAL VENTILATION DUCTED TO EXTERNAL AIR
- HARD WIRED SMOKE ALARM WITH BATTERY BACK-UP TO AS3786-2014. ALL SMOKE ALARMS WITHIN DWELLING TO BE INTERCONNECTED TO EACH OTHER

	DOUBLE GENERAL POWER OUTLET. XXX DENOTES HEIGHT IN mm AFL
	GPO FOR REFRIGERATOR
	GPO FOR OVEN
	GPO FOR WASHING MACHINE
	GPO FOR RANGEHOOD
	GPO FOR DISHWASHER
	GPO FOR MICROWAVE
	GPO FOR DRYER
	SWITCH POINT ALL LIGHT SWITCHES TO BE INSTALLED 1200 AFL UNLESS OTHERWISE INDICATED
	TWO WAY SWITCHING
	SMOKE DETECTOR HARDWIRED LOCATIONS TO THE APPROVAL OF BUILDING SURVEYOR
	WEATHERPROOF GPO
	DOWNLIGHT MINIMUM REQUIREMENTS: LV or LED RECESSED CIRCULAR GIMBLE DOWNLIGHT
	SELECTED PENDANT LIGHT (PROVISION ONLY)
	BATTEN HOLDER
	TELEPHONE POINT
	T.V.
	WALL MOUNTED SCONE (PROVISION ONLY)
	ELECTRICAL DISTRIBUTION/ SWITCH BOARD
	VIDEO INTERCOM PANEL
	EXHAUST FAN
	FLUORESCENT LIGHT
	NBN POINT
	WALL LIGHT
	DOUBLE FLOOD LIGHT
	HEAT TACTIC LIGHT GLOBE WITH LED

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VALE 3024
Client Details:

DRAWING:
ELECTRICAL PLAN

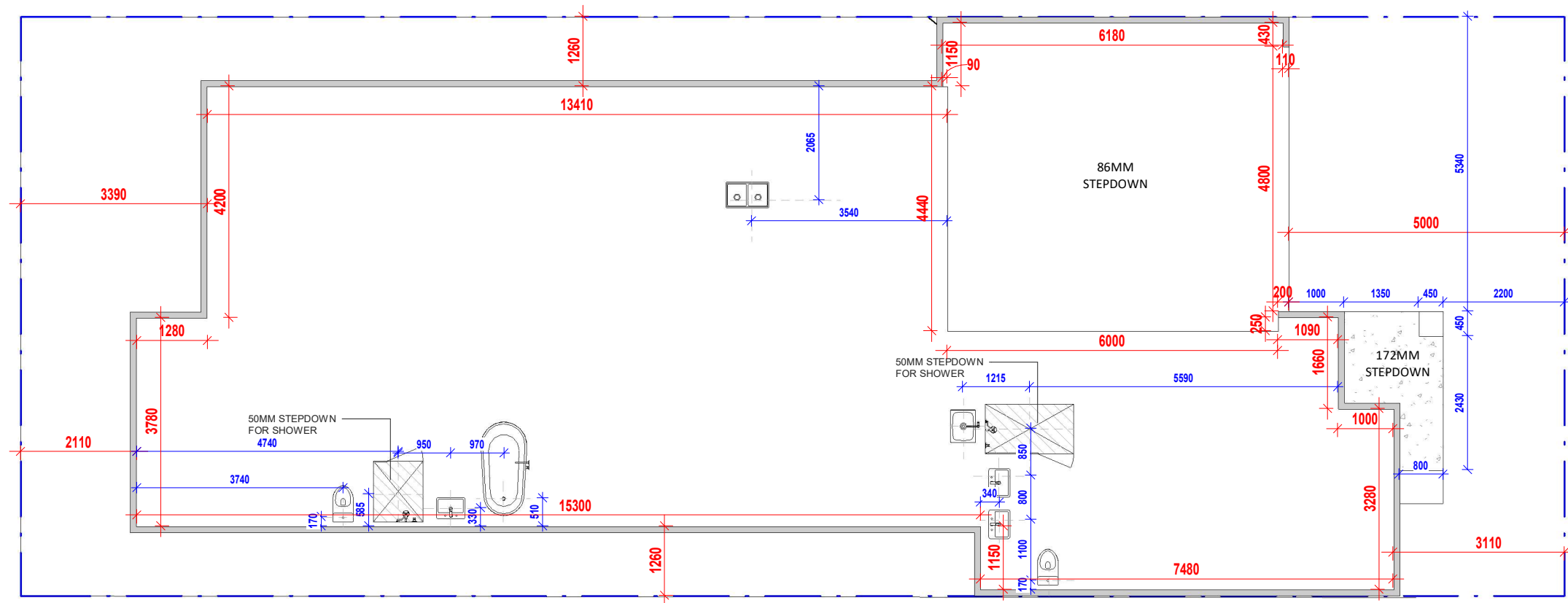
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NOTE - THIS DRAWING IS ONLY FOR INFORMATION AND NOT TO USE FOR CONSTRUCTION - CONTRACTOR MUST VERIFY ALL DIMENSIONS IN CONJUNCTION WITH OTHER DRAWINGS NOT LIMITED TO FLOOR PLANS & JOINERY DRAWINGS ON SITE PRIOR TO SETOUT AND POUR THE CONCRETE SLAB.

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VALE 3024
Client Details:

DRAWING:
SLAB SETOUT PLAN

SCALE:
1 : 100
JOB NUMBER:
8603
@A3
DATE:
02/09/2024



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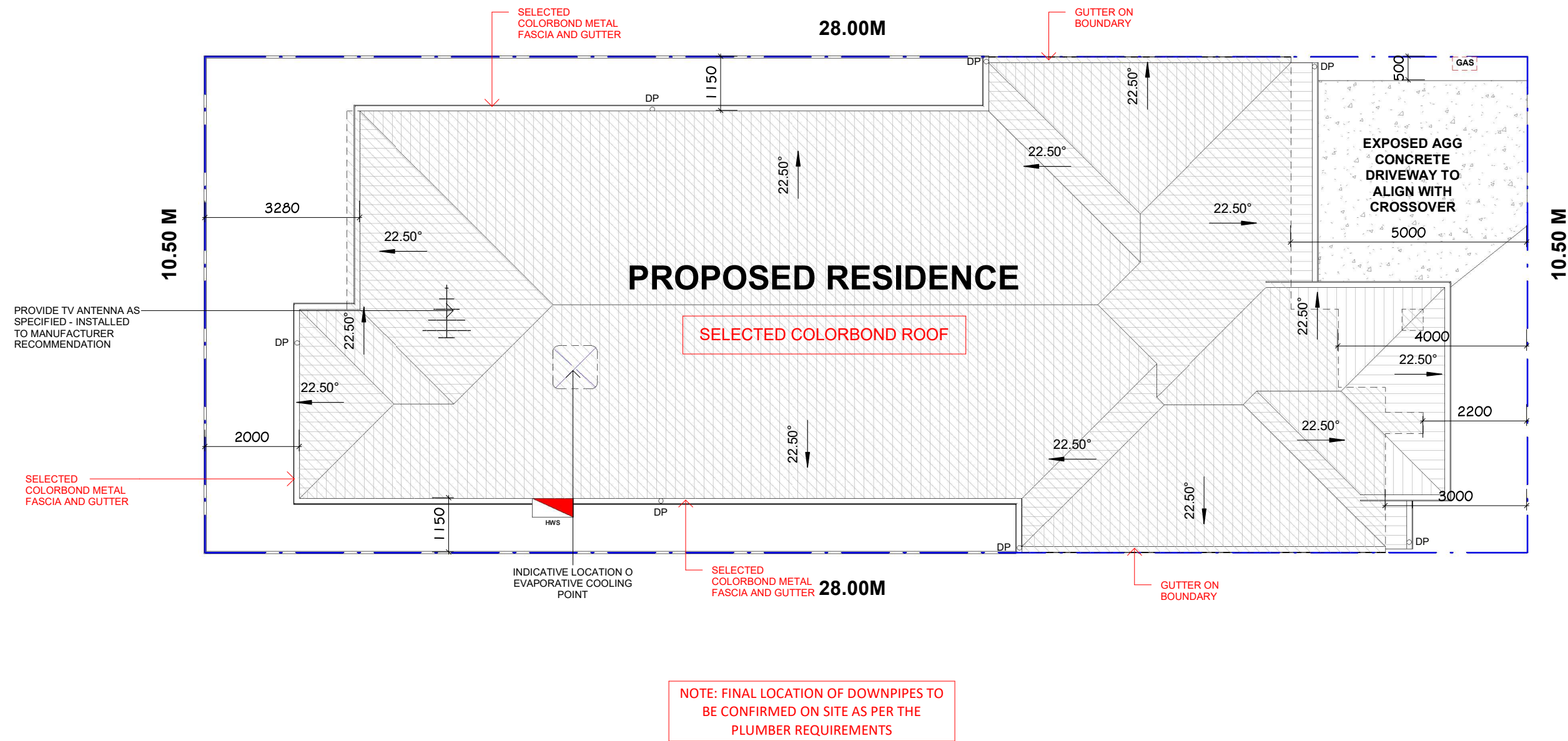
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ROOF PLAN NOTES:

- SELECTED COLORBOND ROOF CLADDING TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS & AS1562.1 DESIGN & INSTALLATION OF SHEET ROOF & WALL CLADDING
- METAL (NCC 2022)
- WORKERS ARE TO DETERMINE SAFE MANUAL & MECHANICAL HANDLING , LIFTING & INSTALLATION OF ARCHITECTURAL FIXTURES & COMPONENTS WHILE FOLLOWING WHS INSTRUCTIONS ON MANUFACTURER'S DOCUMENTATION
- INSTALL ALL ROOFING COMPONENTS AS PER MANUFACTURER'S INSTRUCTIONS FOR LHL REQUIREMENTS & WIND CLASSIFICATION N2 REQUIREMENTS THE PROPOSED ROOFING MUST BE INSTALLED TO PREVENT WATER PENETRATION INTO THE BUILDING STRUCTURE (NCC 2022)
- ALL SARKING MATERIAL TO BE INSTALLED ACCORDING TO MANUFACTURER'S INSTALLATION INSTRUCTIONS & AS/NZS4200 INSTALLATION OF PLIABLE MEMBRANE AND UNDERLAY (NCC 2022) & HAVE A MAXIMUM 5 FLAMMABILITY INDEX (NCC 2022)
- CORROSION PROTECTION OF METAL ROOF SHEETING IS REQUIRED TO MEET WITH MINIMUM COATING REQUIREMENTS OF MANUFACTURER
- GUTTERS, DOWNPIPES & FLASHINGS FABRICATED WITH METAL ARE TO MEET AS/NZS2179 REQUIREMENTS WHILE UPVC COMPONENTS ARE TO COMPLY WITH AS1273
- NO LEAD ROOFING PRODUCTS ARE SPECIFIED TO PREVENT TOXINS FROM ENTERING ANY POTENTIALLY POTABLE RAINWATER CATCHMENT SUPPLIES (NCC 2022) EAVES GUTTERS MUST HAVE A 1:500 MINIMUM FALL (NCC 2022) & DESIGNED TO AR120 (NCC 2022)
- ANY FLEXIBLE DUCTING THAT HAS A SOURCE FROM A FLAME HAZARD MUST MEET AS4254 HAZARD PROPERTIES
- PROVIDE DEKTITE PIPE FLASHING OR SIMILAR TO ROOF PIPE PENETRATIONS. INSTALL IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, PROVING FREE DRAINAGE OF WATER FROM AROUND AREAS OF INSTALLATION
- RECOMMEND BUILDER HAVE CERTIFIED ROOF ANCHORAGE DESIGN & INSTALLATION TO AS 1891.4 - 2000. BUILDING OWNER IS TO ENSURE ANNUAL MAINTENANCE & INSPECTION OF SYSTEM
- THE BUILDER IS TO TAKE CARE NOT TO CONTAMINATE COLORBOND SURFACES WITH SUNSCREENS AS THESE HAVE SHOWN TO DAMAGE THE SURFACE FINISH
- ROOF SHEETS TO BE LAPPED AWAY FROM PREVAILING WEATHER INGRESS (NCC 2022)
- ROOF TILES WITH APPROVED FLASHING ON BATTERNS @ 330mm MAX CTRS ON SELECTED TIMBER FRAMED ROOF TRUSSES BY MANUFACTURERS DETAIL AND SPECIFICATION. ALSO COVER TOP OF TRUSSES WITH REFLECTIVE FOIL LAMINATE THRU-OUT.
- 90mm TIMBER FRAMED WALL WITH SELECTED STUDS @ 450 CTRS MAX WITH INSULATION PLACED BETWEEN WALL STUDS ON EXTERNAL WALLS. ALSO WRAP OUTSIDE OF STUD FRAME WITH REFLECTIVE FOIL LAMINATE THROUGHOUT.
- PLASTERBOARD 10mm ON SELECTED CEILING BATTERNS, TYPICAL, ON TRUSSES WITH BULK INSULATION PLACED BETWEEN TRUSS BOTTOM CORDS.



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ROOF PLAN

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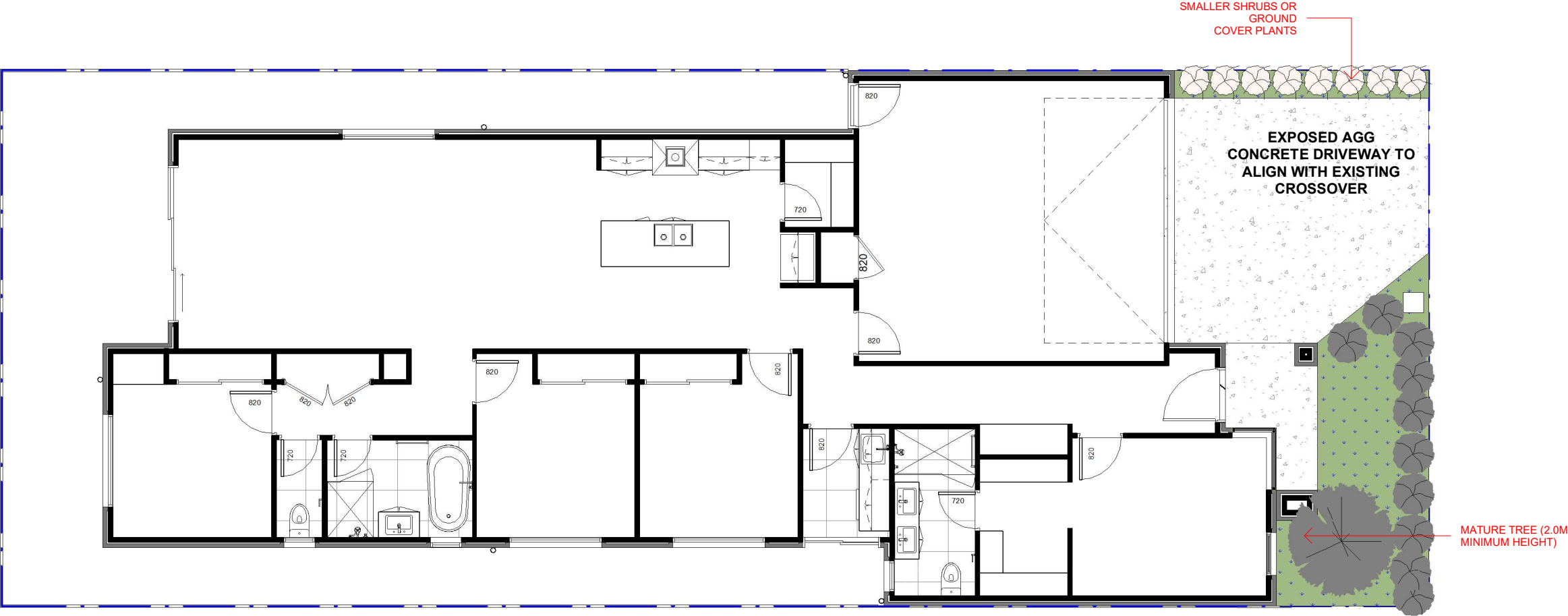
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MINIMUM LANDSCAPE WORKS WILL INCLUDE:
- FINE GRADING AND SHAPING OF LANDSCAPED AND LAWN AREAS.
- CULTIVATION OF EXISTING SOIL IN THE GARDEN BEDS TO A 200MM DEPTH, THE ADDITION OF IMPORTED TOPSOIL AND FERTILISER TO ALL LANDSCAPED AREAS, AS WELL AS THE USE OF MULCH AND/OR OTHER SELECTED TOPPING.
- AT LEAST 1 MATURE TREE (2.0M MINIMUM HEIGHT AT TIME OF PLANTING)."

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DRAWING:
LANDSCAPE PLAN

SCALE:
1 : 100
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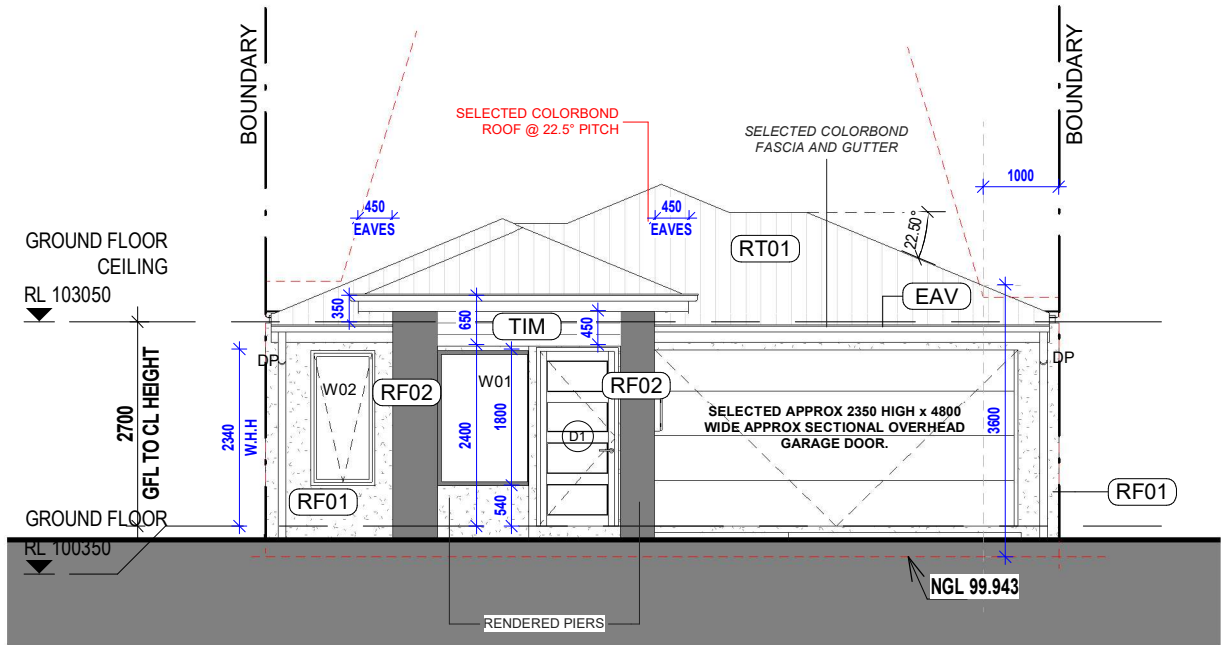


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SOUTH ELEVATION

SCALE: 1 : 100

FRONT FACADE

FRONT FACADE MATERIALS TABLE

	SQM	%
RENDERED FINISH - RF01	12.63	74.42
RENDERED FINISH - RF02	3.17	18.68
TIMBER CLADDING	1.09	6.42
FACADE AREA -TOTAL	16.52	100%

WINDOW SCHEDULE			
NO.	WIDTH	HEIGHT	TYPE
W01	850 + 1210	1800	FIXED / BUTT WINDOW
W02	850	1800	AWNING / FIXED
W03	610	1200	SLIDING (OBS)
W04	1810	1543	SLIDING
W05	1810	1543	SLIDING
W06	610	1200	SLIDING (OBS)
W07	610	1200	SLIDING (OBS)
W08	1810	1543	SLIDING
W09	1810	1800	SLIDING
W10	2410	650	FIXED

DOOR SCHEDULE

NO	WIDTH	HEIGHT	FRAME	TYPE
D1	1020	2340	TIMBER	HINGED
D2	820	2040	TIMBER	HINGED
D3	3227	2365	ALUMINIUM	SLIDING
D4	1450	2365	ALUMINIUM	SLIDING

GENERAL ELEVATION NOTES

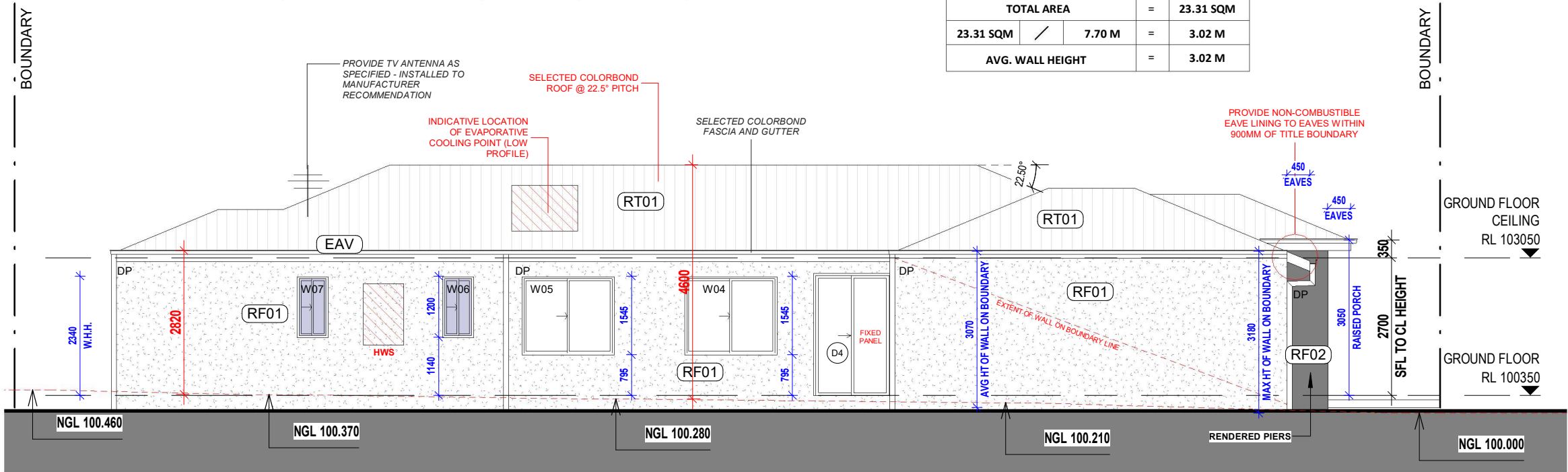
1. WALLS ON OR WITHIN 200MM OF BOUNDARIES TO COMPLY WITH RESCODE CLAUSE 54 A.11-13. MAX HEIGHT OF 3.6M & A MAX AVG. HEIGHT OF 3.20M. MIN 1.00M LIGHT COURT TO NEIGHBOURS HABITABLE WINDOW SHALL BE PROVIDED. NO PART OF BUILDING TO ENCROACH BOUNDARY.

2. FIRE SEPARATION OF BUILDINGS ON BOUNDARY IN ACCORDANCE WITH NCC 2022.

3. RETAINING WALLS TO BE CONSTRUCTED IMMEDIATELY AFTER EXCAVATION. ALLOW 5KPa SURCHARGE ON BOUNDARY U.N.O. RETAINING WALLS TO BE CONSTRUCTED & PROTECTION NOTICE SERVED IN ACCORDANCE WITH BUILDING ACT 1993. OWNER/CONTRACTOR IS TO PROVIDE INSURANCE, SURVEY OF EXISTING CONDITIONS & NEIGHBOUR'S CONSENT FOR CONSTRUCTION IN ACCORDANCE WITH ACT. BATTERS ARE AT 45° & THATCHED OR LANDSCAPED U.N.O. CUT OFF DRAINS AT BASE OF EXCAVATION TO CONNECT TO STORM WATER DRAINS VIA SILT PIT WITH GRATED COVER.

4. PROVIDE WEEPHOLES TO BASE OF ALL BRICK VENEER WALLS & ABOVE EXTERNAL BRICK VENEER WALL OPENINGS AT EVERY 4th PERPEND. PROVIDE SUITABLE CONTINUOUS CAVITY FLASHING.

5. ON PLAN & ELEVATION DENOTES ARTICULATION JOINTS. THESE SHALL BE PLACED AT MAX. 5.0m CTS IN STRAIGHT WALL LENGTHS OR AS SPECIFIED BY THE SOIL REPORT MAXIMUM 3.0m FROM CORNERS BUT NO CLOSER THAN 600mm. THEY MUST BE FULL HEIGHT OF WALL AND PLACED BESIDE WINDOWS AND DOORS WHERE POSSIBLE. CONSTRUCTION METHOD OR CHANGE OF LOCATION MUST BE APPROVED BY THE DESIGNER OR THE OWNERS. WHERE A ARTICULATION LAYOUT HAS BEEN PROVIDED BY A STRUCTURAL ENGINEER, THAT SHALL TAKE PRECEDENCE OVER ARCHITECTURAL DOCUMENTS. WHERE ARTICULATION JOINTS ARE LOCATED TO THE SIDE OF AN OPENING SUFFICIENT CLEARANCE MUST BE PROVIDED TO THE WINDOW / DOOR OPENING TO ALLOW FOR MOVEMENT.



WEST ELEVATION

SCALE: 1 : 100

PART 5 - REGULATION 80			
TOTAL AREA	=	23.31 SQM	
23.31 SQM	/	7.70 M	= 3.02 M
AVG. WALL HEIGHT	=	3.02 M	

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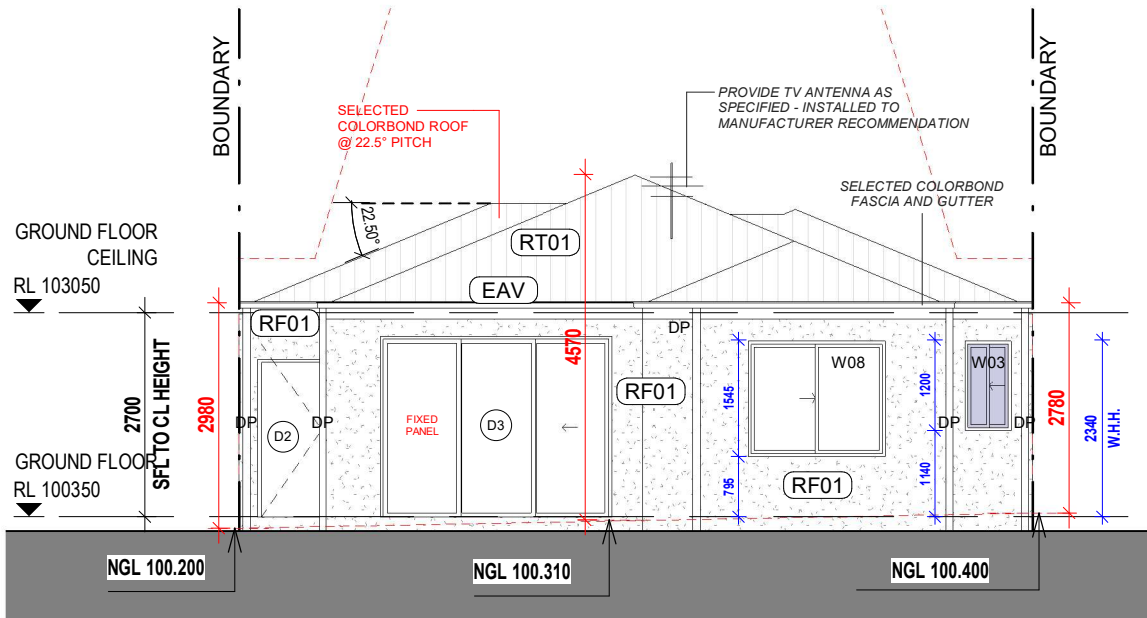
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**FOR
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NORTH ELEVATION

SCALE: 1 : 100

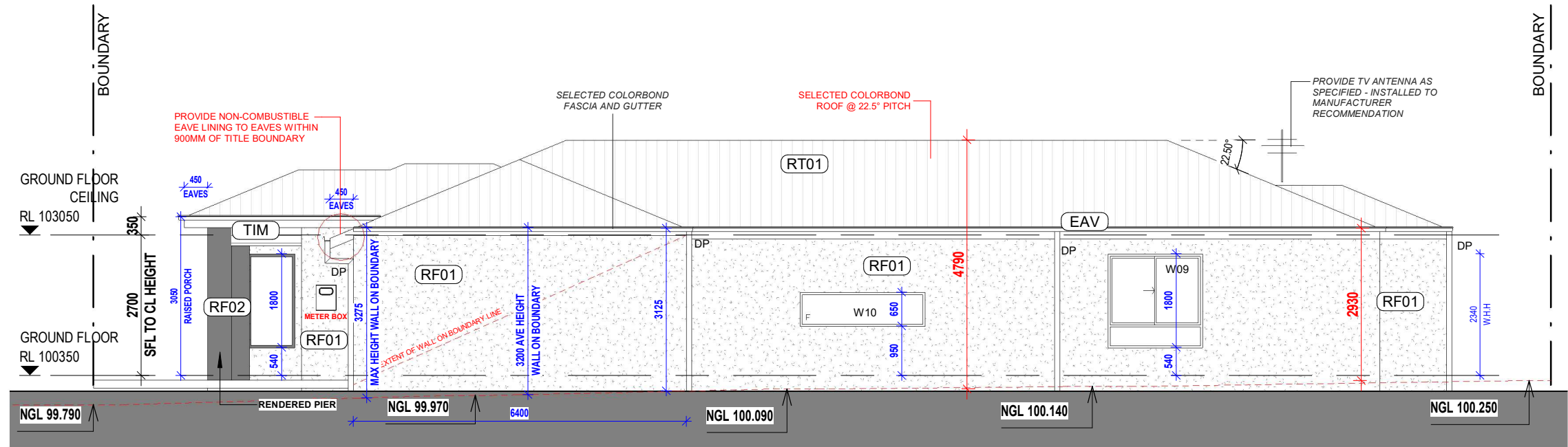
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W09	1810	1800	SLIDING
W10	2410	650	FIXED

DOOR SCHEDULE

NO	WIDTH	HEIGHT	FRAME	TYPE
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D4	1450	2365	ALUMINIUM	SLIDING

GENERAL ELEVATION NOTES

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2. FIRE SEPARATION OF BUILDINGS ON BOUNDARY IN ACCORDANCE WITH NCC 2022.
3. RETAINING WALLS TO BE CONSTRUCTED IMMEDIATELY AFTER EXCAVATION. ALLOW 5KPa SURCHARGE ON BOUNDARY U.N.O. RETAINING WALLS TO BE CONSTRUCTED & PROTECTION NOTICE SERVED IN ACCORDANCE WITH BUILDING ACT 1993. OWNER/CONTRACTOR IS TO PROVIDE INSURANCE, SURVEY OF EXISTING CONDITIONS & NEIGHBOUR'S CONSENT FOR CONSTRUCTION IN ACCORDANCE WITH ACT. BATTERS ARE AT 45° & THATCHED OR LANDSCAPED U.N.O. CUT OFF DRAINS AT BASE OF EXCAVATION TO CONNECT TO STORM WATER DRAINS VIA SILT PIT WITH GRATED COVER.
4. PROVIDE WEEPHOLES TO BASE OF ALL BRICK VENEER WALLS & ABOVE EXTERNAL BRICK VENEER WALL OPENINGS AT EVERY 4th PERPEND. PROVIDE SUITABLE CONTINUOUS CAVITY FLASHING.
5. ON PLAN & ELEVATION DENOTES ARTICULATION JOINTS. THESE SHALL BE PLACED AT MAX. 5.0m CTS IN STRAIGHT WALL LENGTHS OR AS SPECIFIED BY THE SOIL REPORT MAXIMUM 3.0m FROM CORNERS BUT NO CLOSER THAN 600mm. THEY MUST BE FULL HEIGHT OF WALL AND PLACED BESIDE WINDOWS AND DOORS WHERE POSSIBLE. CONSTRUCTION METHOD OR CHANGE OF LOCATION MUST BE APPROVED BY THE DESIGNER OR THE OWNERS. WHERE A ARTICULATION LAYOUT HAS BEEN PROVIDED BY A STRUCTURAL ENGINEER, THAT SHALL TAKE PRECEDENCE OVER ARCHITECTURAL DOCUMENTS. WHERE ARTICULATION JOINTS ARE LOCATED TO THE SIDE OF AN OPENING SUFFICIENT CLEARANCE MUST BE PROVIDED TO THE WINDOW / DOOR OPENING TO ALLOW FOR MOVEMENT.



EAST ELEVATION

SCALE: 1 : 100

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SIGNED.....DATE.....

SIGNED.....DATE.....

PROJECT:

PROPOSED NEW RESIDENCE

ADDRESS:
Lot 1424, 139 BRIGHTVALE BOULEVARD WYNDHAM
VALE 3024

Client Details:

DRAWING:

ELEVATIONS

SCALE:

As indicated

JOB NUMBER:

8603

@A3

DATE:

02/09/2024



DRAWING NUMBER:

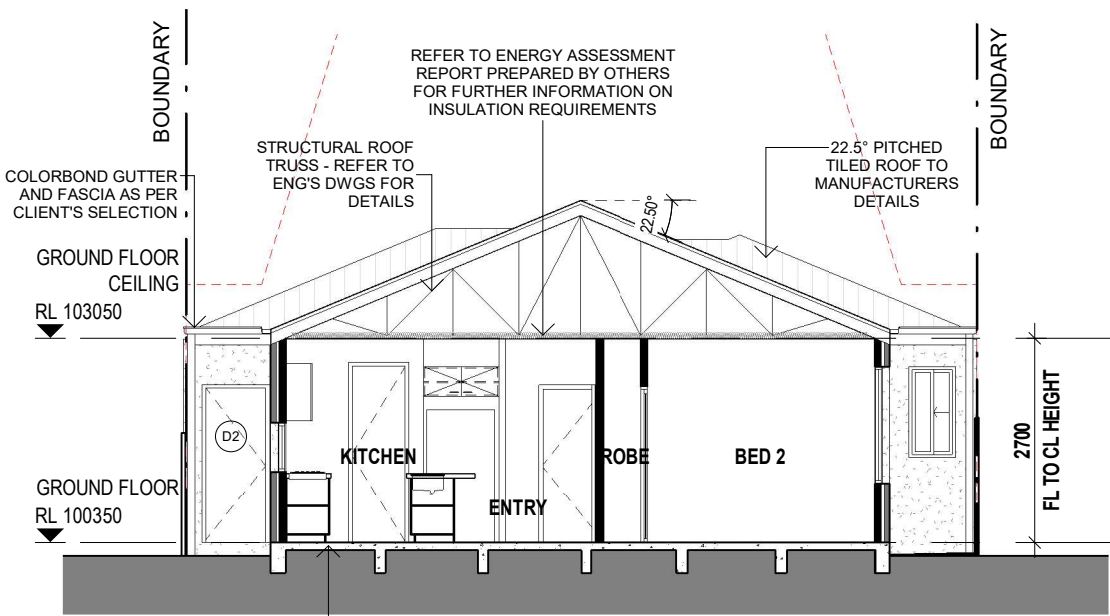
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DRAWN BY: RS

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FOR
CONSTRUCTION



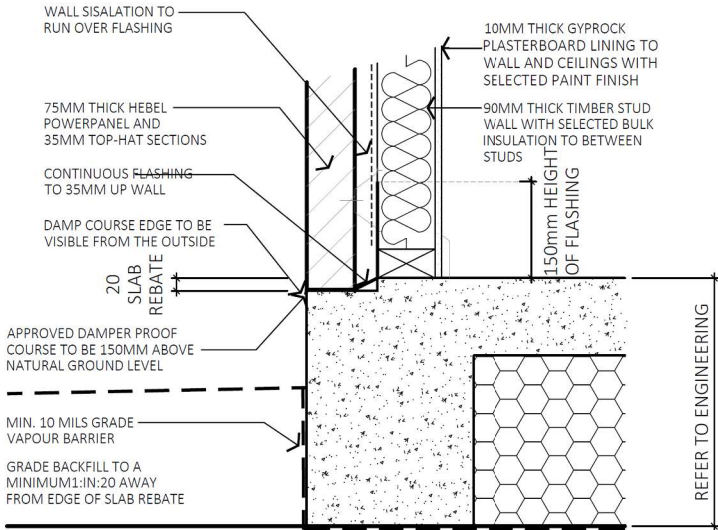
SECTION
SCALE: 1 : 100

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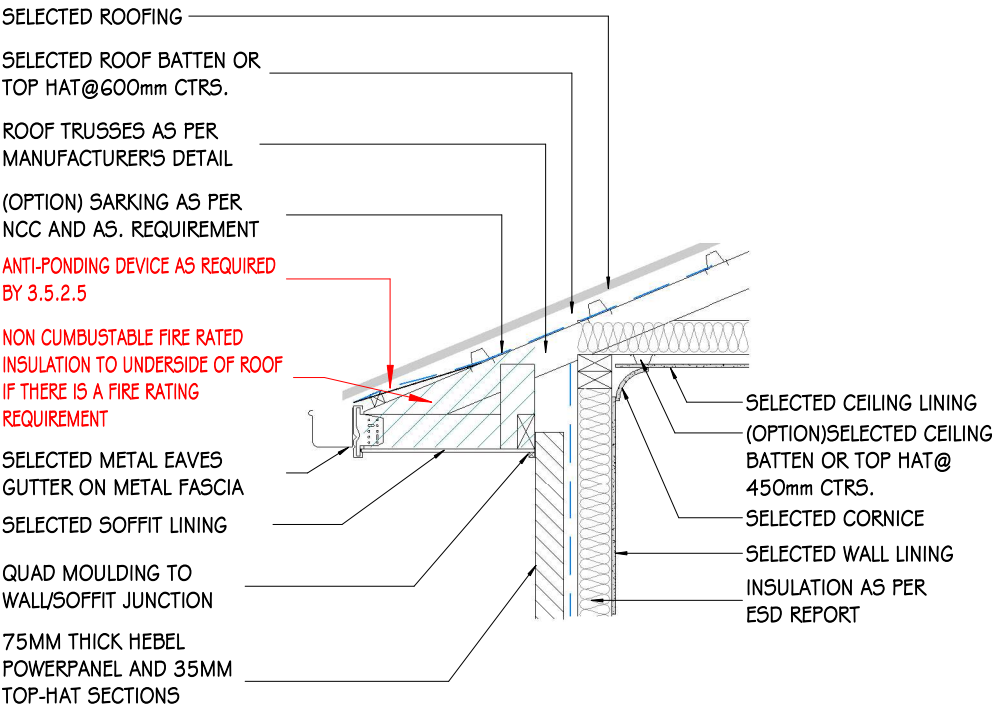
- VAPOUR PERMEABLE MEMBRANE MUST BE INSTALLED ON THE EXTERIOR SIDE OF THE PRIMARY INSULATION LAYER OF WALL ASSEMBLIES THAT FORM THE EXTERNAL ENVELOPE OF BUILDING IN ACCORDANCE WITH NCC 2022.
- ARTICULATION JOINTS TO FOLLOW DOWN THE SIDE OF WINDOWS.
- WEEP HOLES TO BE 150MM FROM NATURAL GROUND LEVEL AND TO GRADE AWAY FOR 1M.
- ROOF TILES MUST OVERHANG THE FASCIA OR TILING BATTEN BY NOT LESS THAN 35mm IN ACCORDANCE WITH NCC 2022.

FLASHING:
THE FOLLOWING FOR FLASHING REQUIREMENTS:
A) ROOF TILE FLASHING SHALL BE IN ACCORDANCE WITH NCC 2022.
B) FLASHINGS TO WALL OPENINGS SHALL BE IN ACCORDANCE WITH NCC 2022.

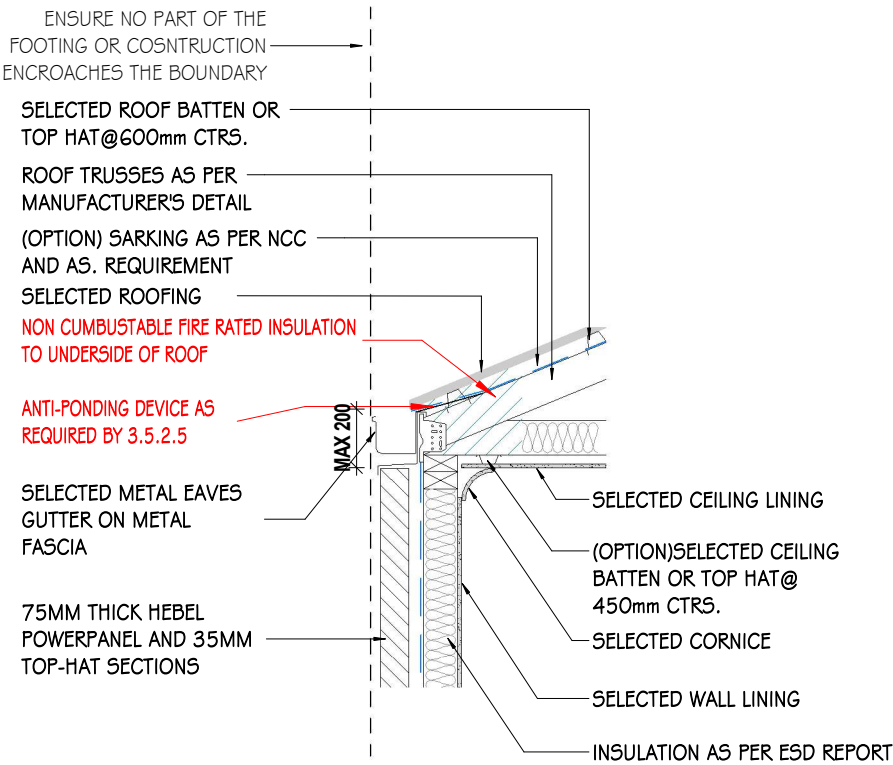
EXHAUST FAN NOTES:
EXHAUST FAN DISCHARGE RATES:
A) SANITARY COMPARTMENTS AND BATHROOMS: 25I/S
B) KITCHEN AND LAUNDRY : 40I/S.
C) FLOW RATE AND DISCHARGE OF EXHAUST SYSTEMS IN ACCORDANCE WITH NCC 2022



SLAB REBATE DETAIL
SCALE: 1 : 20



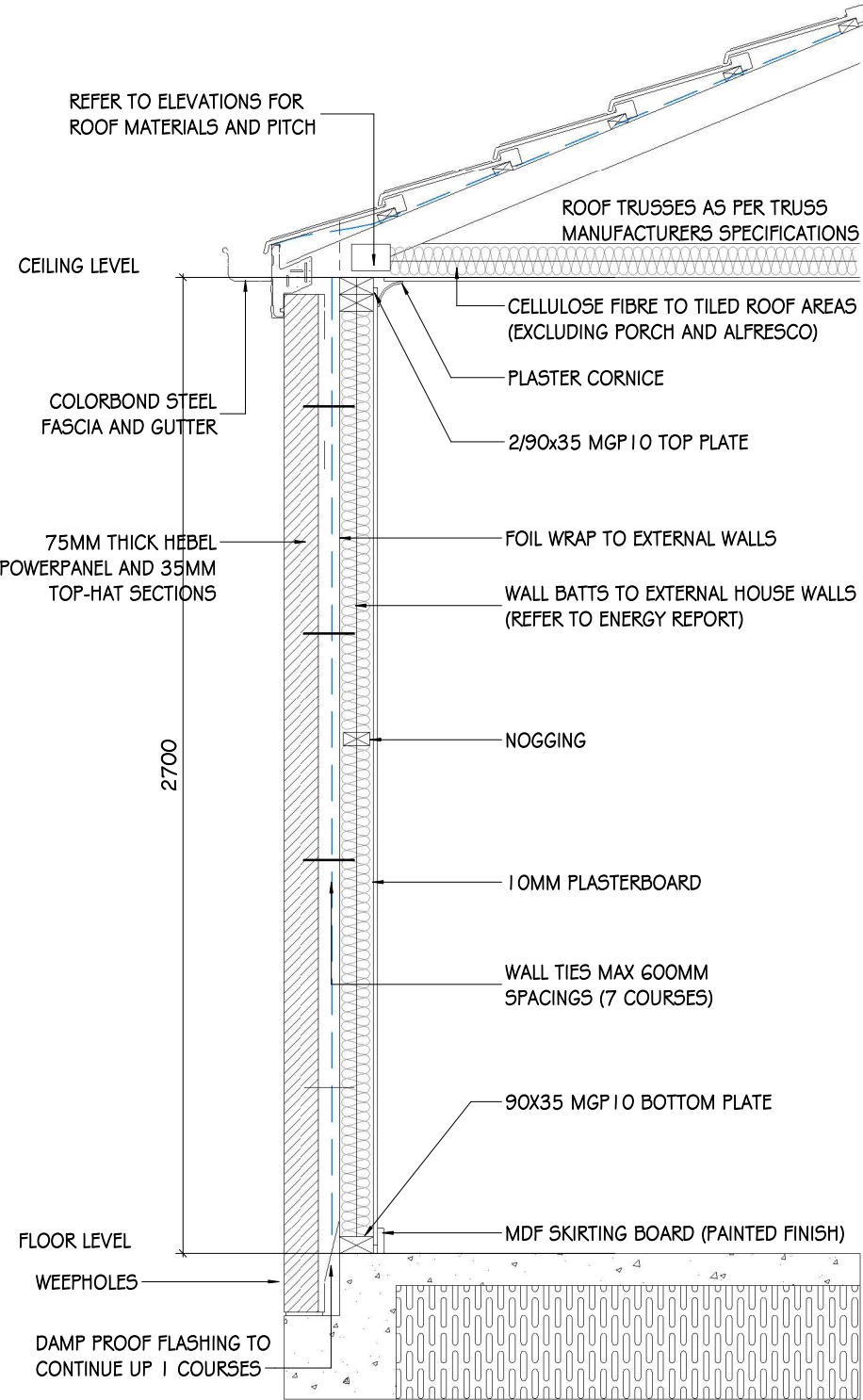
TYPICAL EAVE DETAIL 1-2
SCALE: 1 : 20



TYPICAL EAVE DETAIL BUILT ON BOUNDARY
SCALE: 1 : 20

HEBEL NOTES:

- SUPPLY AND INSTALL THE HEBEL POWERPANELXL EXTERNAL WALL SYSTEM (HEBEL CODE: *HEB1709*) SYSTEM IN ACCORDANCE WITH CSR HEBEL HOUSES & LOW RISE MULTI-RESIDENTIAL POWERPANELXL EXTERNAL WALLS DESIGN AND INSTALLATION GUIDE.
- PROVIDE ARTICULATION JOINTS AS PER CSR SPECS.
- PROVIDE 10MM SHRINKAGE JOINTS WITH CAULKING BETWEEN PANELS. COVER TO BE CONFIRMED ON SITE



TYPICAL WALL DETAIL
SCALE: 1 : 20

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SECTION

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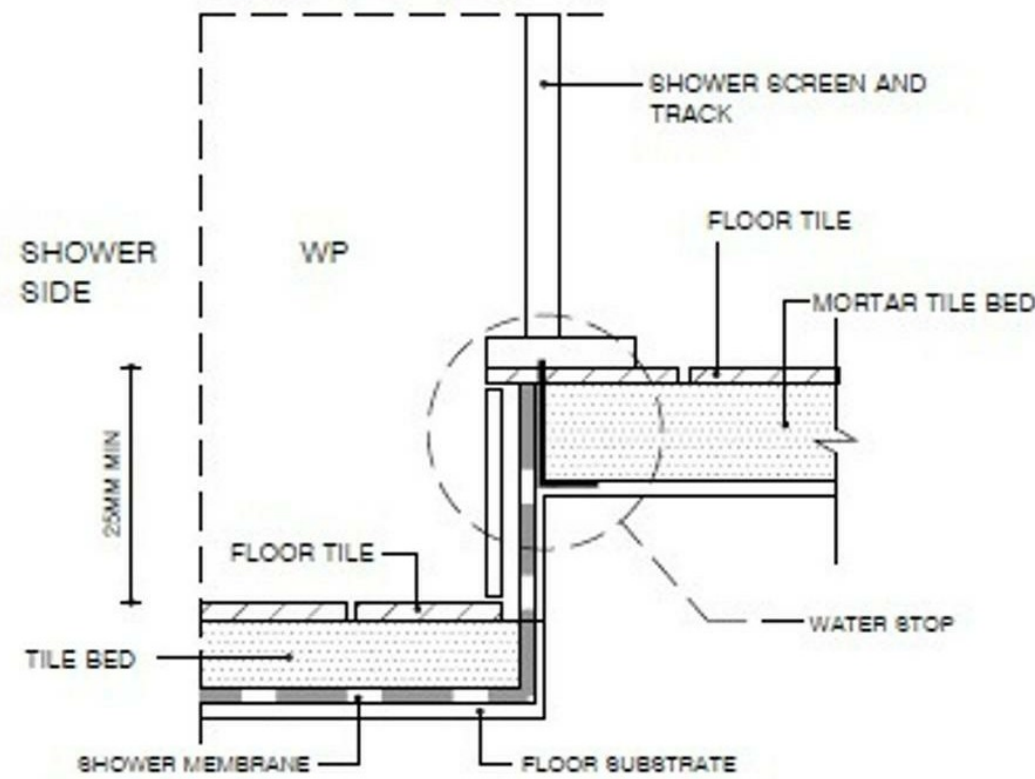
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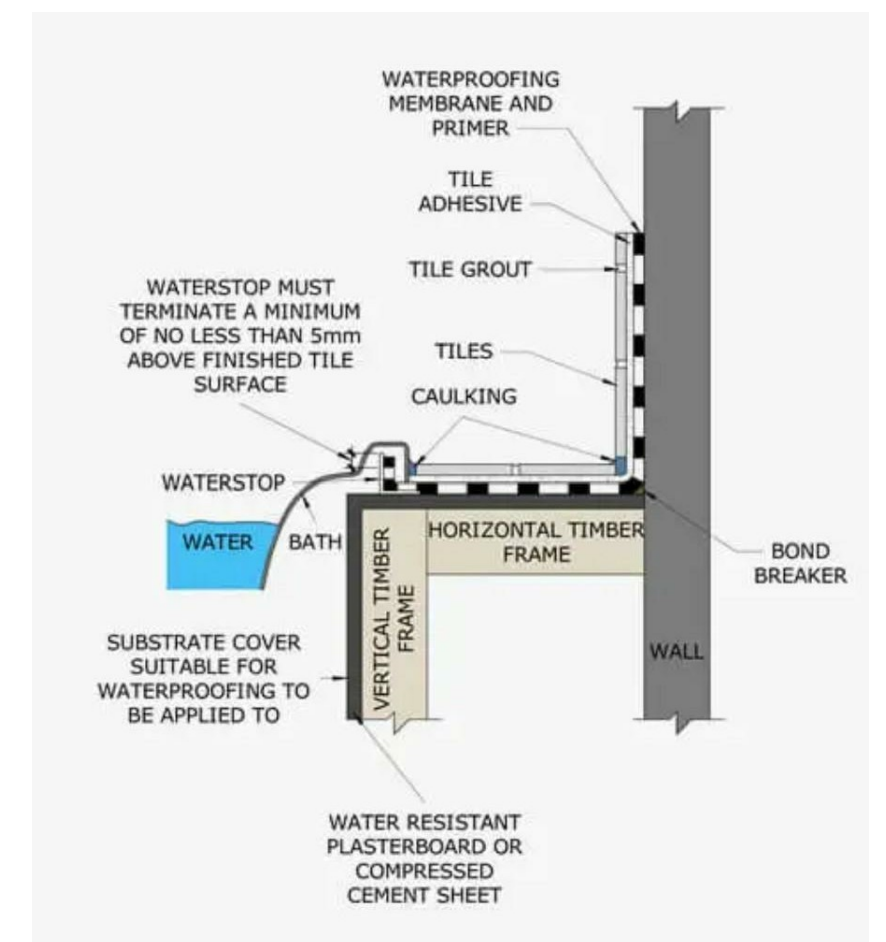
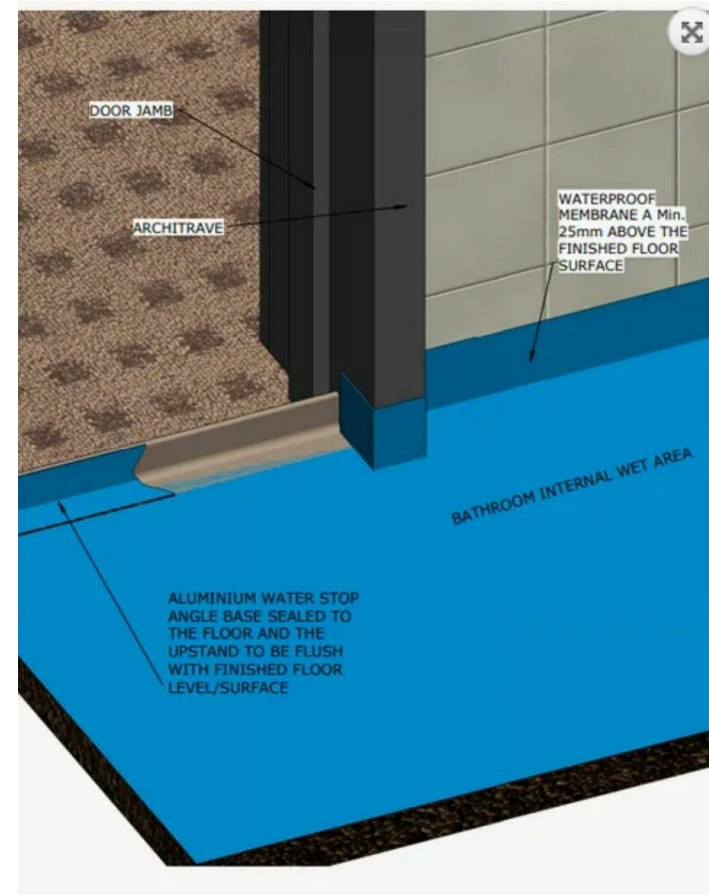
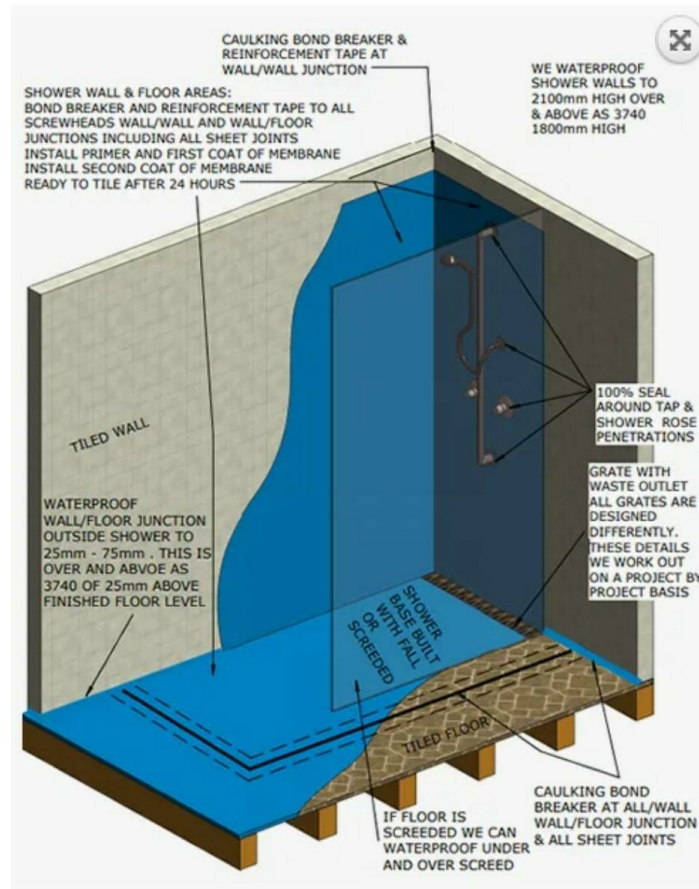
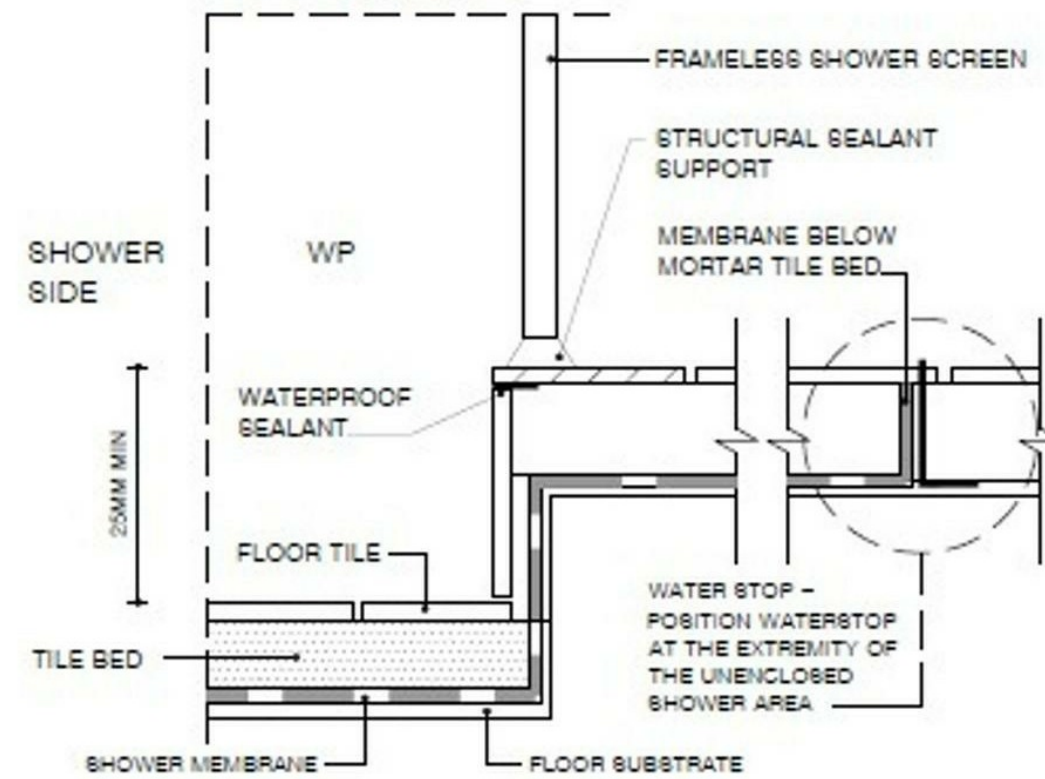
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FOR CONSTRUCTION

A MINIMUM 25MM STEP DOWN FROM THE HIGHEST FINISHED FLOOR LEVEL OF THE SHOWER AREA TO THE LEVEL OUTSIDE THE SHOWER



A MINIMUM 25MM STEP DOWN FROM THE HIGHEST FINISHED FLOOR LEVEL OF THE SHOWER AREA TO THE LEVEL OUTSIDE THE SHOWER



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Client Details:

DRAWING:

TYPICAL DETAIL

SCALE:

JOB NUMBER:
8603

@A3

DATE:
02/09/2024



DRAWING NUMBER:

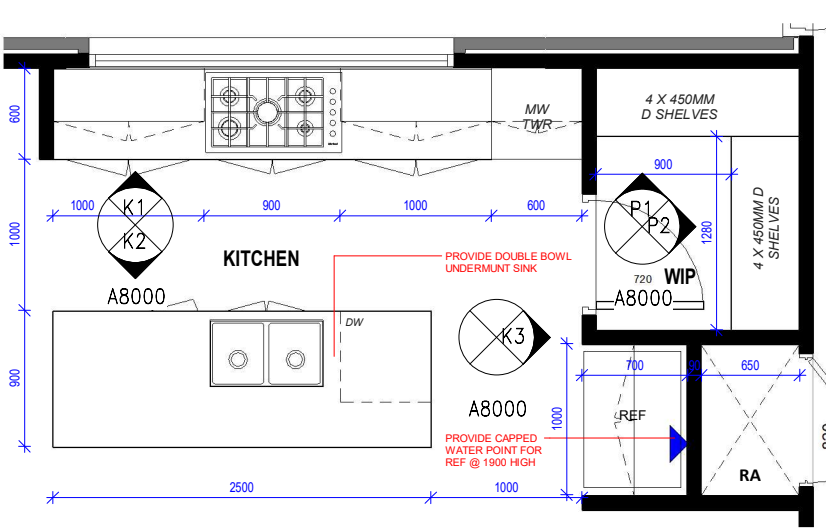
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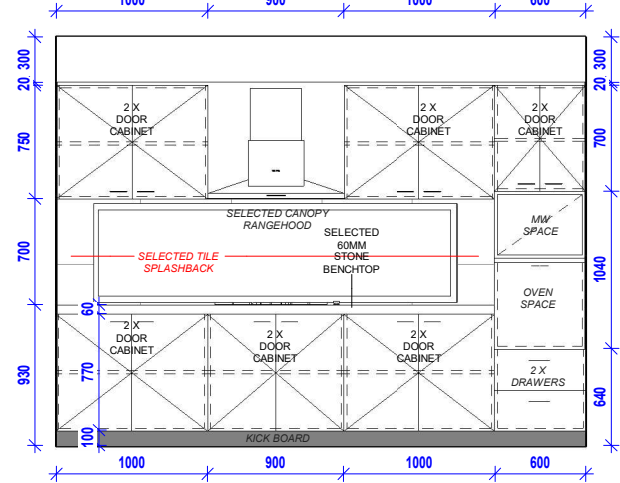
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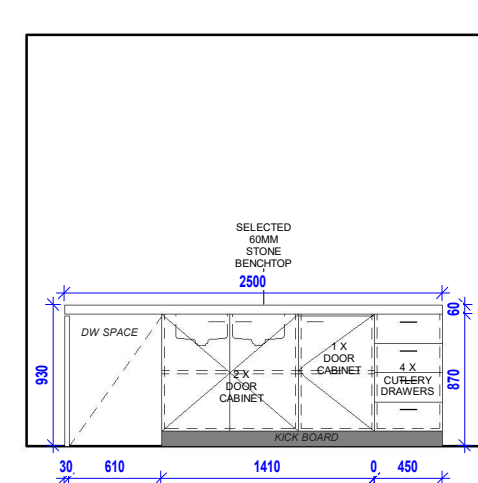
**FOR
CONSTRUCTION**



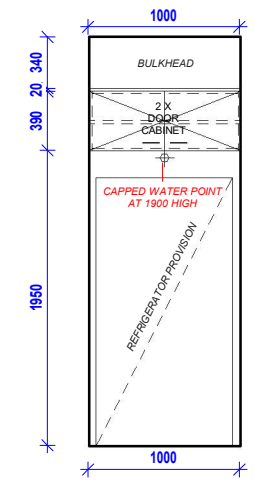
KITCHEN PLAN
SCALE: 1 : 50



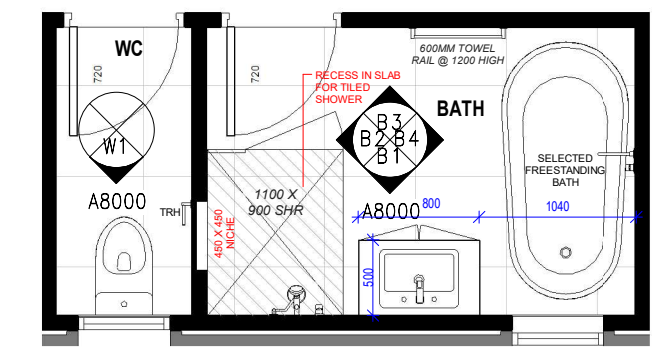
K1 - KITCHEN ELEVATION
SCALE: 1 : 50



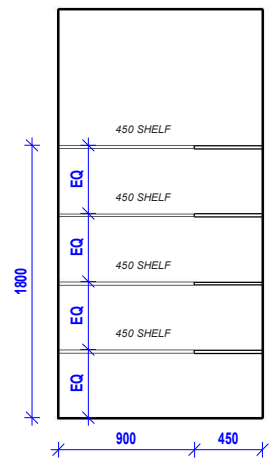
K2 - KITCHEN ELEVATION
SCALE: 1 : 50



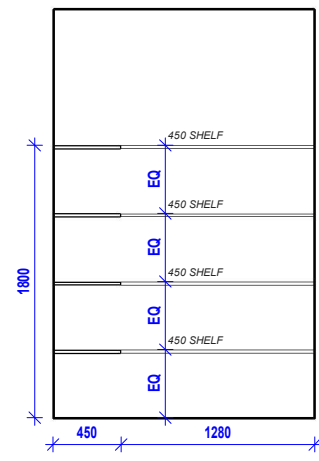
K3 - KITCHEN ELEVATION
SCALE: 1 : 50



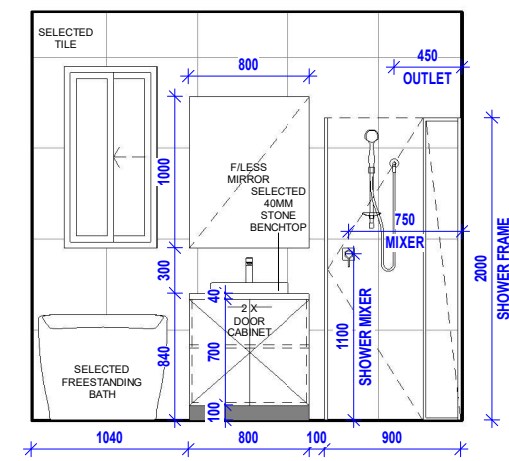
BATH AND WC PLAN
SCALE: 1 : 50



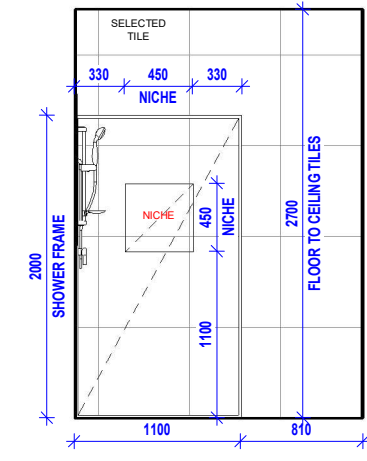
P1 - WIP ELEVATION
SCALE: 1 : 50



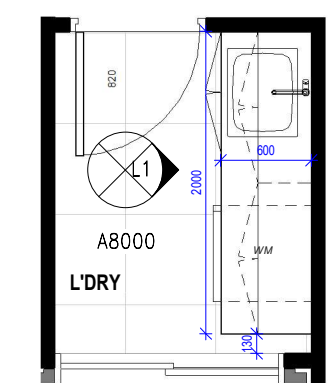
P2 - WIP ELEVATION
SCALE: 1 : 50



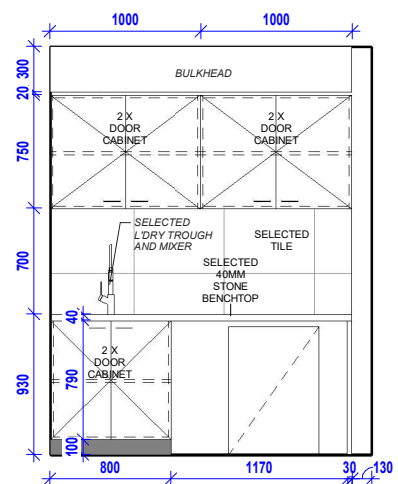
B1 - BATH ELEVATION
SCALE: 1 : 50



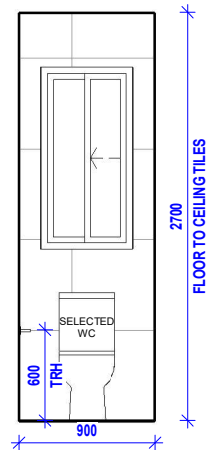
B2 - BATH ELEVATION
SCALE: 1 : 50



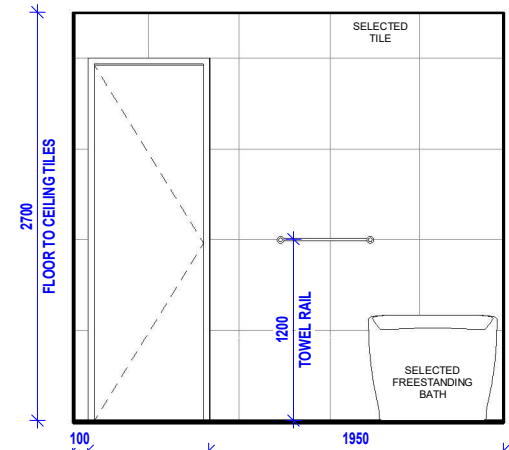
L'DRY PLAN
SCALE: 1 : 50



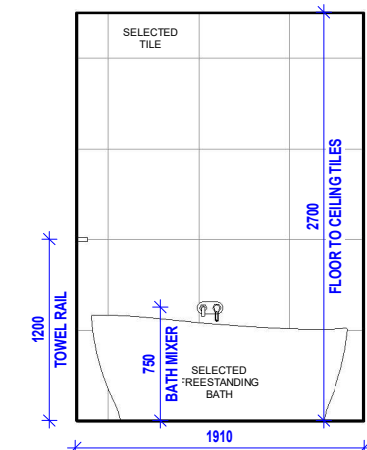
L1 - L'DRY ELEVATION
SCALE: 1 : 50



W1 - WC ELEVATION
SCALE: 1 : 50



B3 - BATH ELEVATION
SCALE: 1 : 50



B4 - BATH ELEVATION
SCALE: 1 : 50

NOTES / COMMENTS BY BUILDERS

INTERNAL JOINERY NOTES:

- JOINER MUST VERIFY ALL DIMENSIONS ON SITE PRIOR TO THE COMMENCEMENT OF ANY SHOP DRAWINGS, ORDERING OF MATERIALS , CONSTRUCTION OR FABRICATION WORK WHATSOEVER.

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- ALL FIXING TO BE CONCEALED UNLESS NOTED OTHERWISE.

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- CARPENTER / BUILDER SHALL PROVIDE ALL NECESSARY NOGGINS, STRONGBACKS, ADDITIONAL STUDS IN THE HOUSE FRAME TO SUPPORT; EQUIPMENT, JOINERY (eg. OVERHEAD CABINETS, CANTILEVERED VANITY UNITS ETC.) ALL IN ACCORDANCE WITH THE JOINERY PLANS AND REQUIREMENTS.

- ALL FICTURE, FITTINGS, MECHANISMS, HARDWARE, HINGES AND SLIDES ETC. MUST BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.

- FINISH WITHIN INSIDE OF CABINET CARCASS TO BE 0.4mm THICK WHITE MELAMINE.

- ADJUSTABLE SHELVES TO BE 18mm THICK WHITE MELAMINE FINISH FOR WIDTHS UP TO 1000mm. SHELVES IN CABINETS WITH GLAZED DOORS OR OPEN SHELIVING, SHALL BE SELECTED FINISH. ADJUSTABLE SHELF SUPPORTS TO BE PROVIDED AT 32mm VERTICAL CENTRES.

- ALL SIZES NOTES HERE-IN ARE NIMINAL ONLY AND ARE NOT TO BE USED FOR SHOP-DRAWINGS. CABINET SIZES ARE SUBJECT TO JOINER'S CHECK MEASURE AND SHOP DRAWINGS.

- STONE BENCHTOPS TO KITCHEN, W.C, BATHROOM & ENSUITE.

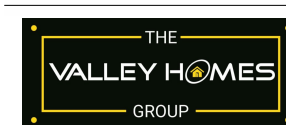
- 100MM SKIRTING TILES TO WET AREAS, INCL. W.C WALLS U.N.O.

- ALL INTERNAL DIMENSIONS & ELEVATIONS DRAWN TO STUD AND MAY VARY ON SITE. CONTRACTORS TO VERIFY DIMENSIONS PRIOR TO COMMENCING ANY WORK.

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SIGNED.....DATE.....
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PROJECT:
PROPOSED NEW RESIDENCE

ADDRESS:
Lot 1424, 139 BRIGHTVALE BOULEVARD WYNDHAM VALE 3024
Client Details:

DRAWING:
INTERNAL ELEVATIONS

SCALE:
As indicated
JOB NUMBER:
8603

@A3
DATE:
02/09/2024

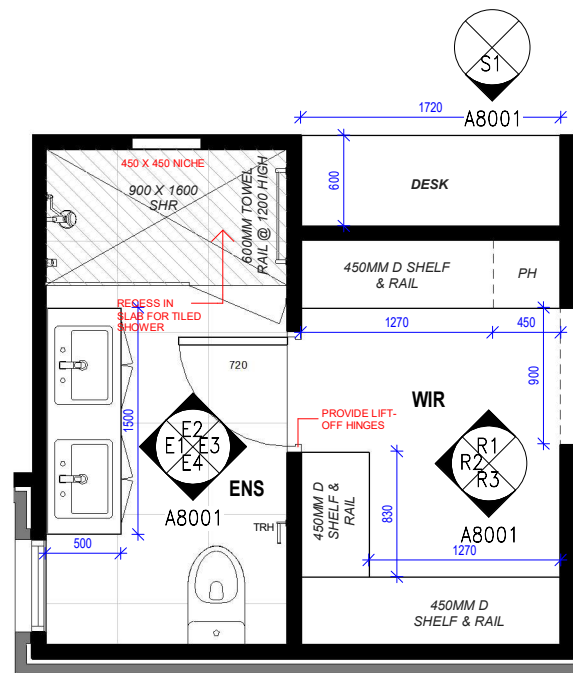


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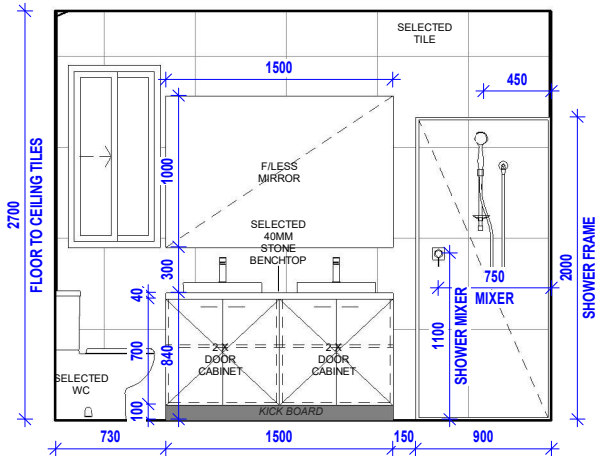
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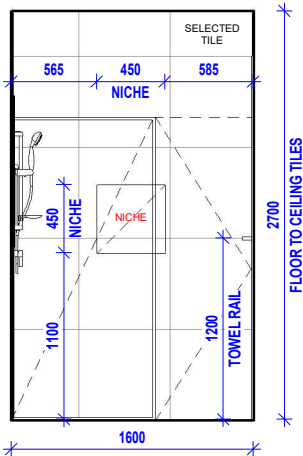
FOR CONSTRUCTION



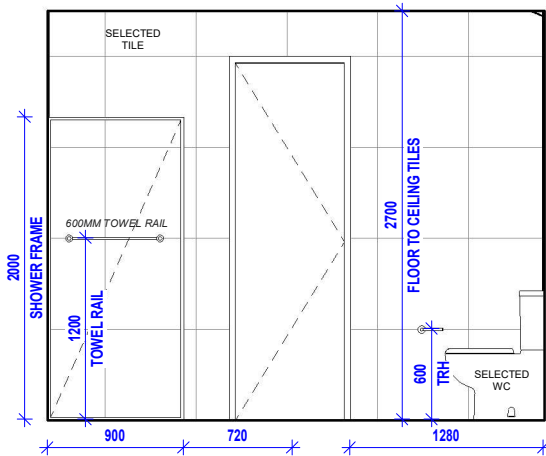
ENS , WIR AND DESK PLAN
SCALE: 1 : 50



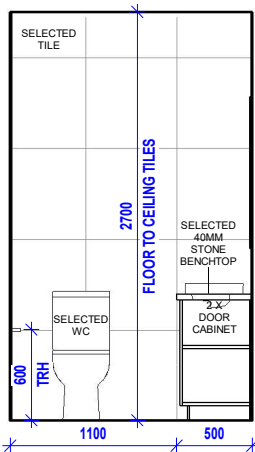
E1 - ENS ELEVATION
SCALE: 1 : 50



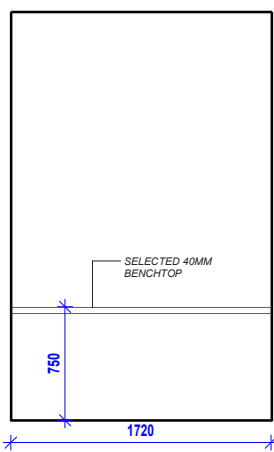
E2 - ENS ELEVATION
SCALE: 1 : 50



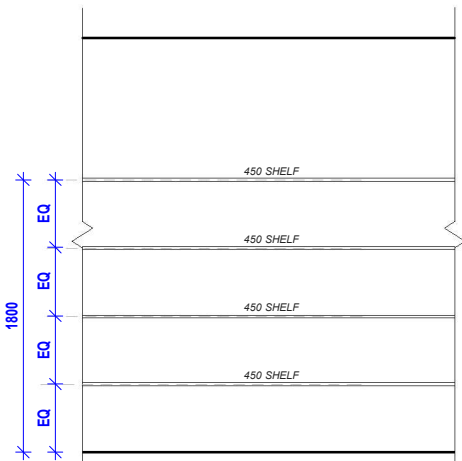
E3 - ENS ELEVATION
SCALE: 1 : 50



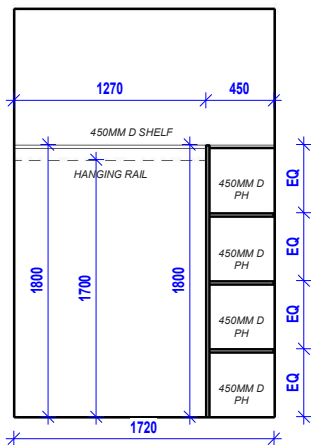
E4 - ENS ELEVATION
SCALE: 1 : 50



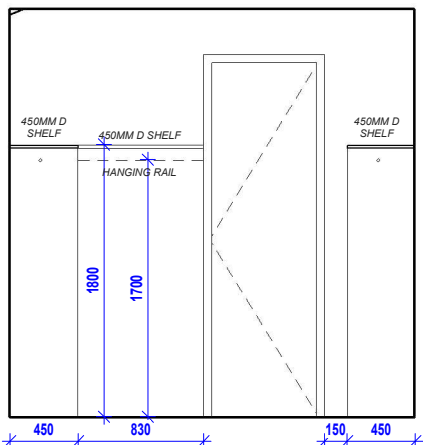
S1 - STUDY ELEVATION
SCALE: 1 : 50



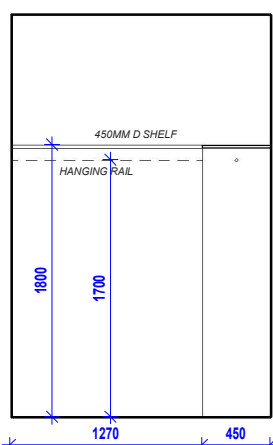
TYPICAL LINEN ELEVATION
SCALE: 1 : 50



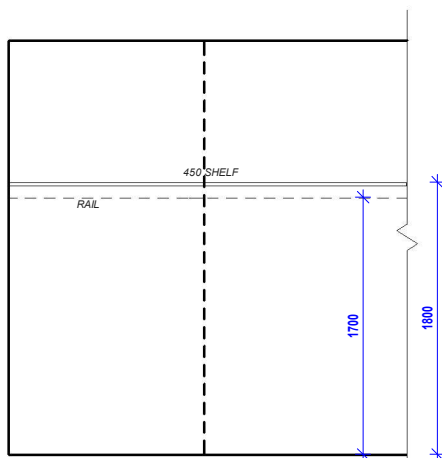
R1 - WIR ELEVATION
SCALE: 1 : 50



R2 - WIR ELEVATION
SCALE: 1 : 50



R3 - WIR ELEVATION
SCALE: 1 : 50



TYPICAL ROBE ELEVATION
SCALE: 1 : 50

NOTES / COMMENTS BY BUILDERS

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- 100MM SKIRTING TILES TO WET AREAS, INCL. W.C WALLS U.N.O.

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DRAWING NUMBER:
A8001 /2
CHECKED BY: AR
DRAWN BY: RGM
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**FOR
CONSTRUCTION**

AJ VALLEY HOMES VIC PTY LTD

SPECIFICATIONS CONTRACT (DELUXE)

Sales Consultant: **Praveen Desham**
Email: praveen@tvhgroup.com.au

Date: **26/03/2024**

CLIENT DETAILS

Client Name: Ravinder Pal Singh & Navdeep Saini

Client Email: raviravi27@hotmail.com & ravinavi11@yahoo.com

Client address: 16 Drover Avenue Manor Lakes VIC 3024

Contact Number: 0433137154

JOB DETAILS

Job Number: 1424

Job address: Lot 1424, No.139 Brightvale blvd, Wyndham vale - 3024

Plan of Sub:

Folio:

Volume:

BUILDING DESIGN & FAÇADE – AS PER WORKING DRAWINGS

INCLUSIONS LIST

STRUCTURAL CONSTRUCTION

- Site scrape to house and garage area upto 300mm fall to provide a levelled building platform and back fill up to waffle pod.
- Fixed site costs upto H2 concrete waffle pod slab as determined by engineer.
- A.G drains and silt pits not included in site costs, if required will incur additional cost and charges separately.

- Sleeper retaining walls are not included in site costs. If required, to be a part of clients landscaping post-handover of house.
- Termite protection as per Australian standards:
 - Part A - Shields all service slab penetrations
 - Part B - Hand spray perimeter treatment.
 Note: Where hand spray perimeter termite protection system being installed drilling of concrete driveway, paving and paths is required for perimeter chemical re-treatment and this will be the client's responsibilities and expenses
- Temporary fencing to unfenced boundaries of block provided during construction to comply with the local council requirements.
- Waste enclosure bins to site as per local council requirements
- Structural concrete floor to porch area.

SITE NOTES

- Siting and house plans are subject to Rescode compliance.
- An application of the home design will be submitted for developer approval by AJ Valley Homes VIC PTY LTD. Should there be any alterations or any other requirements necessary to comply with the developer approval (including any associated costs and delays) the owner (s) will be advised and charged separately for these additional requirements by way of a future variation.
- The builder does not make any representations or provide any express or implied warranty that proposed relocation or installation of the vehicle cross-over shall be allowed or permitted by the responsible authority/municipal council/developer. Client to make own enquiries about this matter and shall obtain and provide to the builder a written confirmation that all relevant permits for the relocation or installation of the cross-over have been obtained prior to site start.
- Should relocation of any existing services like water meter or front garden tap etc are required to gain access to site or for vehicles to access garage, the owner (s) will be advised and charged separately for these additional requirements by way of a future variation.
- The owner (s) are responsible for any fencing notices relating to the property. If required, the owner (s) will notify the adjoining neighbour(s) of any fencing which may have to be temporarily removed during construction before the commencement of construction.

SITE CLEAN

Site clean involves removal of all builder's debris, however surplus spoil from bulk excavation will be charged as a separate item. (refer to New Home Quotation)

STRUCTURE

FOUNDATION:

Class H2 slab is included as standard, should any alterations required as per any geo-technical engineer's soil report will be a part of the New Home Quotation.

FOOTINGS:

Concrete slab engineer designed (up to class H)

FRAME:

Timber wall frame & roof trusses.

SERVICES

Service connections within the property boundaries to underground power, water, Sewerage & stormwater drains, excluding gas & telephone.

HEATING & HOT WATER

Ducted heating to bedrooms & living areas. Unit installed in roof space with digital manual thermostat control on the wall.

ENERGY EFFICIENCY/INSULATION

Insulation as required to comply with **6-star energy assessment** including:

WALL INSULATION:

As per energy rating report (wall batts with isolation)

CEILING INSULATION:

As per energy rating report (pump in)

SOLAR HOT WATER:

175LT Gas hot water service (External)

PLUMBING:

2no. External water taps: one to front & one to rear.

EXTERNAL FEATURES

BRICKS:

Clay bricks (wire cut) from builders' range.

ROOF TILES:

Concrete roof tiles (colour on) roof pitch 22.5 degrees

ROOF PLUMBING:

Maintenance free Colour bond Fascia, gutter & down pipes

RENDER:

Feature render to front pillars.

INTERNAL FEATURES

CEILING HEIGHT:

2700mm high

FRONT ENTRY DOOR:

Predetermined with facade choice (Builders' range) & entrance lockset.

INTERNAL DOORS:

Flush panels doors 2040mm high hinged doors throughout.

ROBE DOORS:

Sliding vinyl doors 2060mm high.

DOOR HANDLES:

Polished chrome levers

SKIRTING:

67x12mm Skirting

ARCHITRAVES:

67X12mm Architraves

WINDOWS:

Aluminium windows & sliding doors plastic door stops.

GARAGE:

Lock up garage under main roof line with sectional panel lift door with remote control (height) includes Plaster pedestrian door to rear (House specific) concrete slab floor.

DRIVEWAY:

Up to 40m2 of 100mm reinforced coloured on sealed concrete paving to driveway, path, and porch.

CORNICE:

75mm cove cornice throughout.

APPLIANCES

OVEN:

Builder Range Freestanding stainless steel 900mm

COOKTOP:

Builder Range Freestanding stainless steel 900mm

RANGEHOOD:

Builder Range Freestanding stainless steel 900mm.

CABINETRY

PANTRY/LINEN:

Melamine shelves

CABINETS:

Fully lined laminated cabinets with overhead cupboards to kitchen

BENCH TOPS:

20mm stone square bench top

HANDLES:

Cabinet handles from builders' range

BATHROOM/ENSUITE

TOILET ROLL HOLDER:

Ensuite WC and WC only.

TOWEL RING:

Ensuite and bathroom only.

VANITIES:

Vanity with kick board, vanity sizes as per plans

BASINS:

Oval ceramic in white colour

BATH:

1675mm bath in white

SHOWER BASES:

900mm white poly marble with matching waste

SHOWER SCREENS:

Framed shower screen 1850mm high with clear safety glass and pivot door

MIRRORS:

Fixed mirrors with polished edge.

TOILET:

Vitreous china toilet pan & dual flush cistern in white.

TAPS:

Flick mixers tapware in polished chrome from Builder's range.

KITCHEN

DISHWASHER:

Including with single PowerPoint & capped cold-water point

SINK:

Stainless steel sink with 1 3/4 bowl

TAP:

Single lever mixer taps in polished chrome.

DRAWERS:

Bank of 4 drawers included. Please refer to plan for location.

LAUNDRY

TROUGH:

45 Litre stainless steel trough with cabinet and bypass.

TAPS:

Chrome flick mixer to laundry.

ROBES

MASTER BED ROBE:

One melamine shelf with chrome hanging rail.

BEDROOM ROBES:

One melamine shelf with chrome hanging rail.

EXTERNAL PAINTWORK

FRONT DOOR:

Gloss enamel paint, two coat application system.

WOODWORK:

Weatherproof acrylic, two coat application.

INTERNAL PAINTWORK

WOODWORK & DOORS:

Gloss enamel on doors skirtings & architraves (one colour) two coat application.

CEILINGS:

Flat acrylic one colour, two coat application system.

WALLS:

Washable acrylic one colour throughout, two coat application system.

ELECTRICAL WORKS

INTERNAL & EXTERNAL LIGHTS

POWER POINTS:

Double power points throughout (excluding dishwasher provision & fridge space) as per electrical plan. LED Down lights throughout entry and living areas as per plan, fixed batten holders to other areas as per electrical plan.

SWITCHES:

Wall mounted white switches.

EXHAUST FAN:

Above showers only

EXTERNAL POINTS:

Fixed batten holders (waterproof).

TV POINTS / PHONE:

Two TV points including 5 metres of coaxial cable to roof space. Telephone point to kitchen.

SAFETY SWITCH:

RCD safety switch & circuit breakers to meter box.

SMOKE DETECTORS:

Hardwired with battery backup.

BUSHFIRE ASSESSMENT

APPLICABLE: ☐

NOT APPLICABLE: ☐

CONSTRUCTION DELAY/ADDITIONAL COST

- Any delays caused to the construction by client nominated works, may cause a time extension to the contract, or incur additional costs.
- Where power or water connection is not available to the site during construction, the client will ensure that a satisfactory alternative source is made available to the builder. If this is not provided, the builder reserves the right to make the necessary arrangements and charge the client with any associated costs for materials, hire, labour, and delays to the construction time by way of future variation.

Note: Client is responsible to ensure all services & connection points are available on the property. Client may incur additional costs if these services are not available.

TERMITE NOTES

1. The Client agrees to have the house inspected regularly by a competent pest control operator and seek to comply with the advice of the operator.
2. The Client agrees that they will not build garden beds over weepholes.
3. If the perimeter barrier is the exposed slab edge the client will maintain it to allow visual inspection.
4. If Client builds an extension or renovates, they will reinstate any broken barriers.
5. If any other work breaks a barrier the Client agrees to reinstate the barrier.
6. The Client agrees not to store firewood close to the house.
7. The Client will comply with the warranty for the system of termite control installed.
8. The Client will regularly inspect the perimeter & underside to detect any breach of Barriers.
9. The Client acknowledges that if the arrangement is not adhered, both the product Warranty & the states statutory warranty may be voided.

Note: Where hand spray perimeter termite protection system being installed, drilling of concrete driveway, paving and paths is required for perimeter chemical Re-treatment, and this will be the client's responsibilities and expenses.

SPECIAL CONDITIONS:

AJ Valley Homes VIC PTY LTD reserves the right to alter the standard inclusions to an equivalent or better product at any time due as deemed necessary without any notice.

All items on these standard inclusions list is to be read in conjunction with the standard working drawings.

Upgrades to bricks, roof tiles, doors & door furniture, tap ware, feature wall colours floor & wall tiles., Light fittings, security systems, heating & cooling, window furnishings, carpets, laminate, flooring, Pergolas, alfresco, fly screens, driveways & pathways, landscaping & fencing are available at an additional cost. Contact AJ Valley Homes VIC PTY LTD consultant for more information.

MISCELLANEOUS NOTES

Client to provide copy of Transfer of land document within 30 days of contract signing land and building contracts match.

Town planning approval is the client's responsibility.

Special conditions and /or restrictive covenants on Land are the client's responsibility.

Developer's requirements including any associated costs and delays are the client's responsibility.

GENERAL NOTES

This document is not to be altered under any circumstances.

All prices are inclusive of GST.

Payment (if applicable) is to be made with the next progress payment after the work has been completed.

AJ Valley Homes VIC PTY LTD provides standard size ceramic tiles (400mm x 400mm floor tiles, 200mm x 200mm ceramic wall tiles). Tiles outside the standard size or of different materials (e.g., Marble, porcelain, or granite) may require additional preparation to the subfloor and will incur additional cost to client.

The client is to provide a clean building site, clear all obstructions, above and below ground, including but not limited to long grass and free of all old or unused services before the builder commencing any works on site.

Connection include Main sewerage and storm water (within property boundaries).

Water tapping (same size-short tapping), gas service line up to 20m.

Power connection from front property of boundary, except where work is carried out by the client as Specified in the document.

(Note: Excludes statutory body fees, contribution fees and Under road bores for water tapping.)

UPGRADES & ADDITIONAL INCLUSIONS

- Fixed site costs including Retaining walls. No hidden charge.
- Straight Exposed Aggregate Driveway (Black and White)
- Bulkhead on island bench in Kitchen area with pine lining
- Grooved LED provisioned Bulkhead for entry area with pine lining
- Customized TV Bulkhead in Family area
- Colorbond roof with whirly birds.
- Mitsubishi reverse cycle packaged air conditioning.
- 45 Cool White LED Downlights – refer to electrical plan.
- Extra wide niches in all shower areas with black trim finishing.
- Laminex glossy finished kitchen cabinets
- Built-in microwave tower in Kitchen area
- Designer double vanities to Master Bedroom ensuite and single vanity in common Bathroom
- Inbuilt 900mm Black theme European appliances (Cooktop, Oven and Rangehood) and Dishwasher
- Privacy locks to all bedrooms
- 4 Data and 3 TV points
- Single Glazed windows
- Hebel cladding with full rendering all around the house
- Upgraded facade as per the plan with 450mm raised porch.
- 900 x 1200mm shower screen in Master ensuite and in common bathroom
- Upgraded 7mm Hybrid flooring in living, family, kitchen, entry foyer areas including all bedrooms.
- 600 x 600mm Floor to ceiling porcelain tiles in all bathrooms
- 600 x 600mm Floor to ceiling porcelain tiles in Toilet
- 600 x 600mm Porcelain tiled flooring in Laundry and Bathroom
- 600 x 600mm Porcelain tiled shower base to all bathrooms.
- 600 x 600mm Porcelain tiled splash back for laundry area.
- 600 x 600mm matt finished Porcelain tiles in front Porch area
- Square or round internal Black door handles
- Gainsborough Trilock Omni Allure Double Cylinder Entrance Set Polished Matt Black for front entrance door.
- Double Towel rails, toilet holders and designer Black taps
- LED Screen Intercom
- Bosch Alarm system with 4 sensors included.
- 2700 high ceiling
- Full front eaves as per the plan with Corner Treatment
- TV Antenna
- Upgraded Roller Blinds included.

- NBN Network ready with Communications Box installation in the garage.
- 20mm Ultra-premium Calacatta marble stone benchtop in Laundry and Bathroom vanities
- 600mm wide and 60mm thick Ultra-premium Calacatta marble stone kitchen benchtop
- 800mm wide and 60mm thick Ultra-premium Calacatta marble stone Island benchtop with waterfall
- 30 lineal meters of Laminex Kitchen cabinets included.
- Under mount Black Double Bowl sink in the Kitchen area
- Glass splash back with returns included in the kitchen area as per the plan.
- Upgraded 2340 x 1020 designer front entry timber door.
- 2 Pillar light provisions to front porch with light fittings. Supply and installation included.
- 3 Pendant light wiring provided on the kitchen island bench with light fittings. Supply and installation included.
- Mirror sliding doors in 3 Bedrooms with white melamine shelves with hanging rail and Pigeonholes.
- White melamine shelves with hanging rail and Pigeonholes to walk-in robe in Master Bedroom.
- Extra Study desk with Laminex cabinets included.
- Soft closing cabinets throughout.
- Pull out bin included.
- 8 extra large Pot drawers in the kitchen included.
- Front sensor light to garage for front and rear.
- Exhaust fan in all bathrooms and in the toilet.
- 2 fluorescent lights in the garage
- 3 Double GPO in Master Bedroom and 2 Double GPO in all bedrooms
- Free standing tub up to 1700mm with Swivel Bath Spout
- Rimless Flush Wall Faced Toilet Suite in common toilet and Master bedroom ensuites.
- Fluire Cottesloe 400 mm Cabinet with kicker - White Gloss (Built-in wash basin unit) and Basin mixer tap in toilet
- Nero Celia Dual Twin Shower Rail Chrome in all bathrooms
- 3 Coats paint is included for walls and 2 coats for ceilings.
- Fridge water point in the Kitchen area.
- 2 Garden taps; Front and Rear
- Rennai B26 Instant Hot water service.
- 2340mm High internal Deco doors throughout the house
- 2040 x 820 x 40mm External Door hardwood timber external door in the garage
- Laminex Overhead cabinets in laundry
- Exhaust fan in laundry.
- External weatherproof power point in Alfresco area
- 3 panel Stacker sliding aluminum doors for Alfresco/ Backyard entrance.
- Sliding glass door in Laundry in lieu of normal door (External)
- 450mm height raised porch with pine lining façade.

- 1x Gliderol Safe-T-Glide stock timber look double garage door (Colour: Classic Cedar; Style: Tuscan)
- 1x Gliderol Genesis motor (5 years warranty, includes 3 handsets)
- LVL infills above garage and windows all around the house.
- One Linen cupboard with internal shelves and 2 x 520 openable doors (Hallway area)
- One standard Linen cupboard with internal shelves inside the laundry area. Designer vanities and Black tapware
- Semi frameless shower screen with black edge finishing for all bathrooms.
- MDF Primed 92X18 mm skirtings inside the house.
- 230 x 18 mm LOSP water resistant boards for Garage skirtings. MDF Primed 92X18 mm skirtings inside the house.
- 230 x 18 mm LOSP water resistant boards for Garage skirtings.
- Letter box with displayed house number
- Double railed Clothesline.
- Flyscreens for all openable windows.
- Front and rear landscaping with synthetic green turf
- 1 meter side concrete all around the house.
- 1.8-meter-high side and rear timber fencing

MAINTENANCE

Any defect or fault which may appear in the dwelling shall be noticed to the Vendor in writing within 3 months from the date of the owner (s) taking possession of the said works and if such defect or fault is specified hereunder to the obligation of the Vendor then the Vendor will make good.

The defect of fault at its own cost within reasonable time thereafter. Maintenance where necessary shall consist of:

- Easing of doors, windows, and frames, adjusting of locks, latches and fasteners and making by touching up where and adjustments have been made.
- Re-grout wall tiling where necessary.
- Check waste traps for leakage and generally ensure all plumbing is in satisfactory working condition.
- Replace any defective light switch or power points, confirm that all circuits are operating correctly.

The Builder will not accept responsibility for the following after the owners take possession.

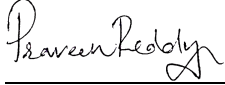
- Damage or breakage to windows, mirrors, baths, basins, troughs, shower bases and stoves
- Natural shrinkage of the frame which may cause peaks or loosen nail popping in plaster to walls or ceiling and cornices.
- Shrinkage of all finishing timbers & flooring

Provided that nothing contained in this clause shall derogate from the indemnity in force by virtue of Clause as below.

There is in force in respect of the dwelling to be erected on the property an approved indemnity. in the form of a guarantee given by the Housing Builders Association under the terms of Building Act 1995 No. 91/1995

ACCEPTANCE.

Please sign and date to indicate acceptance of this document.



Builder

27/03/2024

Date



[Ravinder Pal Singh \(Mar 27, 2024 07:29 GMT+11\)](#)

Client (person 1)

27/03/2024

Date



[Navdeep Saini \(Mar 27, 2024 07:45 GMT+11\)](#)

Client (person 2)

27/03/2024

Date

FORM 2**Building Act 1993**

Building Regulations 2018 - Regulation 37(1)

Building Permit No. CBS-U 66127/8463228197441**Issue to**

Agent of Owner: **Kiara Designs**
Postal Address: **4 Anama Street, GREENSBOROUGH VIC**
Email: aravind@kiaradesigns.com.au
Address for serving or giving of documents:
4 Anama Street, GREENSBOROUGH VIC
Contact Person: **Aravind Rajen**

Postcode: **3088**
Telephone: **0421 670 429**

Postcode: **3088**
Telephone: **0421 670 429**

Ownership Details

Owner: **Ravinder Pal Singh & Navdeep Saini**
Postal Address: **16 Drover Avenue, MANOR LAKES VIC**
Email: raviravi27@hotmail.com
Contact Person: **Ravinder Pal Singh & Navdeep Saini**

Postcode: **3024**Telephone: **0433 137 154****Property Details**

Number: **139** Street/Road: **Brightvale Boulevard** Suburb: **Wyndham Vale** Postcode: **3024**
Lot/s: **1424** LP/PS: **902286A** Volume: **12574** Folio: **504**
CA: **n/a** Section No: **9** Parish: **Werribee** County: **n/a**
Municipal District: **Wyndham City Council**

Builder

Name: **The Valley Homes Group Australia Pty Ltd**
Telephone: **0416 865 525**
Registration no.: **CDB-U 70461**
Postal Address: **5 Aspect Drive, TARNEIT VIC**
Postcode: **3029**

Domestic Builder - Unlimited

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

Building practitioner or architect engaged to prepare documents for this permit

Name	Category/class	Registration Number
Aravind Rajen	Draftsperson - Building Design (Architectural)	DP-AD 66429
Edwin Hammink	Engineer - Civil	PE0001923

Details of Domestic Building Work Insurance

Name of Builder: **The Valley Homes Group Australia Pty Ltd**
Name of Issuer or Provider: **BOVILL RISK & INSURANCE CONSULTANTS PTY LTD**
Policy Number: **C923136**
Policy cover: **\$300,000.00**

Nature of Building Work

Construction of A New Single Storey Dwelling and Associated Garage
Storeys contains: **1**
Version of BCA applicable to permit: **BCA Vol 2 2022**
Stage of Building Work Permitted: **Entire - Dwelling & Associated Garage**
Cost of Building Work: **\$360,000.00**
Total floor area of new building work m²: **195**

BCA Classification

Part of Building: **Dwelling**
Part of Building: **Associated Garage**

Class: **1a(a)**Class: **10a**

Performance Solution

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

Relevant performance requirement	Details of performance solution
P2.6.1 / Part 3.12.0	To permit use of reticulated Class A recycled water in lieu of providing a solar hot water system or rainwater tank connected to sanitary flushing facilities as prescribed within BCA Vol 2.

Prescribed Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	Wyndham City Council

Protection Work

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

Inspection Requirements

The mandatory inspection notification stages are:

1. Bored Piers Inspection
2. Pre-Slab Inspection
3. Slab-Steel Inspection
4. Frame Inspection
5. Final Inspection

Occupation or User of Building: An occupancy permit is required prior to the occupation or use of this building.

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

Commencement and Completion

This building work must commence by 29 October 2025

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 29 October 2026

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 and required Certificates

This building permit is issued subject to compliance with all the conditions as listed in attached Annexures (Appendix)

Relevant Building Surveyor

Name:
Address:
Email:
Building practitioner registration no.:
Municipal district:

Opes Permits Pty Ltd
PO BOX 2042, Oak Park VIC 3046
admin@opesbs.com.au
CBS-U 66127
Wyndham City Council

Designated Building Surveyor

Name:
Permit no.:
Building practitioner registration no.:
Date of issue of permit:
Signature:

Mehmet Yuksel
CBS-U 66127/8463228197441
BSU-44430
29 October 2024



Domestic Building Insurance

Certificate of Insurance

Ravinder Pal Singh, Navdeep Saini**16 Drover Ave
MANOR LAKES
VIC 3024**

Policy Number:

C923136

Policy Inception Date:

24/10/2024

Builder Account Number:

509311

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: **139 Brightvale Bvd WYNDHAM VALE VIC 3024 Australia**

Carried out by the builder: **THE VALLEY HOMES GROUP VICTORIA PTY LTD**

Builder ACN: **649660935**

! 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): **Ravinder Pal Singh, Navdeep Saini**

Pursuant to a domestic building contract dated: **27/03/2024**

For the contract price of: **\$ 360,000.00**

Type of Cover: **Cover is only provided if THE VALLEY HOMES GROUP VICTORIA 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.



Scan the QR code with your phone's camera to check the details on this policy are correct.

Alternatively, visit <https://www.buildvic.vic.gov.au/ClaimsPortal/s/verify-certificate> and enter your policy number to check the details on this policy are correct.

Period of Cover

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

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

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

Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$4,561.00
GST:	\$456.10
Stamp Duty:	\$451.54
Total:	\$5,468.64

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 examples of what to look for

