

# CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

**Property Address: 18 EBONY DRIVE, BUNDOORA VIC 3083**

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

The terms of this contract are contained in the:

- \* Particulars of sale; and
  - \* Special conditions, if any; and
  - \* General conditions -
- in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER** ..... on ...../...../20.....

Print name of person signing: .....

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney') .....

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

**SIGNED BY THE VENDORS** ..... on ...../...../20.....

Print name of person signing **PAYAL YOGESHBHAI THAKKAR**

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')

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

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

Section 31

**Sale of Land Act 1962**

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; 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 have 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) **Sale of Land Act 1962**

- You may negotiate with the vendor about the amount of 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.

**PARTICULARS OF SALE**

REAL ESTATE AGENT:

Tel: Fax:  
Email:

VENDOR:

**PAYAL YOGESHBHAI THAKKAR**

VENDOR'S  
REPRESENTATIVE:

KSON Conveyancing Services  
PO Box 8188, Tarneit VIC 3029  
Phone: 0415 837 162 Fax: 03 8672 7740 Ref: SD:24:8006KSON  
Email: info@ksonconveyancing.com.au

PURCHASER:

Name/s:  
Address:

PURCHASER'S  
REPRESENTATIVE:

Name:  
Address:  
Tel: Email:

STREET ADDRESS:

**18 Ebony Drive, Bundoora VIC 3083**

LAND BEING SOLD:

The land which is currently fenced and/or occupied by the vendor and contained only within the land described in Lot 26 on LP114748.  
Certificate of Title Volume 09156 Folio 003

CHATELS:

All fixtures, floor coverings, electric light fittings and window furnishings as inspected.

PRICE:

\$ \_\_\_\_\_

DEPOSIT:

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

BALANCE:

\$ \_\_\_\_\_

PAYMENT OF BALANCE is due on \_\_\_\_/\_\_\_\_/\_\_\_\_

(general condition 10)

being the **SETTLEMENT DATE** or earlier by mutual agreement. And is the date upon which vacant possession / or receipts of the rents and profits of the property and chattels shall be given, namely upon acceptance of Title and payment of the whole of the purchase price, unless the land is a lot on an unregistered plan of subdivision or house under construction, in which case settlement is due on the later of:

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision or issue of Occupancy Permit.

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

**GST (refer to general condition 13)**

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

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

If the margin scheme will be used to calculate GST then write the words '**margin scheme**' to this box.

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box.

in which case refer to general condition 1.1. If '**subject to lease**' then particulars of the lease are:

If this contract is intended to be a terms contract within the meaning of the **Sale of And Act 1962** then write the words '**terms contract**' in this box.

and refer to general condition 23 and add any further provisions by way of special conditions.

**Encumbrances**

This sale is NOT subject to an existing mortgage unless the words '**subject to existing mortgage**' appear in this box

If the sale is '**subject to an existing mortgage**' then particulars of the mortgage are:

**Special conditions**

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

**Loan (refer to general conditions 14)**

The following details apply if this contract is subject to a loan being approved:

Lender:

Loan Amount: \$

Approval date:

## CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

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

### TITLE

#### 1. Encumbrances

- 1.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'Section 32 Statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of part II of that Act.

#### 2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

#### 3. Identity of the land

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

#### 4. Services

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

#### 5. Consents

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

#### 6. Transfer

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



7. **Release of security interest**
- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
- only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
- a release from the secured party releasing the property from the security interest; or
  - 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
  - a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property —
- that —
    - the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - 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
  - that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if —
- the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—
- 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
  - any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.
8. **Builder warranty insurance**
- The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendors possession relating to the property if requested in writing to do so at least 21 days before settlement.
9. **General law land**
- 9.1 This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- 21 days have elapsed since the day of sale; and
  - the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- 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
  - the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

## MONEY

### 10. Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

### 11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred.

### 12. Stakeholding

- 12.1 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 do not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

### 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.

- 14. Loan**
- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.
- 15. Adjustments**
- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

#### TRANSACTIONAL

- 16. Time**
- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- 17. Service**
- 17.1 Any document sent by
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) email is taken to have been served at the time of receipt within the meaning of Section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
  - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or 'serve' or any other expression is used.
- 18. Nominee**
- The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 19. Liability of signatory**
- Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of default by a proprietary limited company purchaser.
- 20. Guarantee**
- The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.
- 21. Notices**
- The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 22. Inspection**
- The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.
- 23. Terms contract**
- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies 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.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the

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

**24. Loss or damage before settlement**

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

**25. Breach**

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

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

**DEFAULT**

**26. Interest**

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

**27. Default notice**

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

**28. Default not remedied**

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
  - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

## SPECIAL CONDITIONS ("SC")

### 1. Definitions and Interpretation

"Business Day" means any day on which trading banks are open for business in Melbourne for the transacting of banking Business.

"Deposit Bond" means an unconditional and irrevocable undertaking by a General Insurance Company approved by the vendor, subject to the terms of this Contract and in a form satisfactory to the vendor with an expiry date of at least 30 days after the expiry of the Settlement Date.

"Land" means the land being sold described in the particulars of sale.

"Owners Corporation Regulations" means the Owners Corporations Act 2006 or any subsequent amending regulations.

"Particulars of Sale" means the particulars of sale to which these special conditions are attached.

"Vendors Statement" means a statement in accordance with Section 32 of the Sale of Land Act 1962 as annexed and incorporated into this contract.

Headings are part of this Contract but are for identification purposes only.

Wherein appearing the singular shall include the plural and the male gender shall include the female gender and/or a body corporate.

### 2. Acceptance of title

General condition 12.4 is added:

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

### 3. Electronic conveyancing

EC
----

Settlement and lodgment will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and "electronic conveyancing" special condition applies, if the box is marked "EC".

- 3.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 3.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.
- 3.3 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*.
- 3.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 3.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 3.6 Settlement occurs when the workspace records that:
  - a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 3.7 The parties must do everything reasonably necessary to effect settlement:
  - a) electronically on the next business day, or
  - b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 3.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm
- 3.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment
- 3.9 The vendor must before settlement:
  - a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,



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

3.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

#### 4. Identity

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

#### 5. Planning Schemes

The property is sold with all restrictions as to the use under any permit, scheme or overlay, order, plan, regulation or by-law contained in or made pursuant to the provision of any legislation or requirement made by any authority to control or restrict the use of land. The Purchaser shall not be entitled to any compensation from the vendor due to any restriction and such restrictions shall not constitute a defect in the Vendor's title.

#### 6. Guarantee

Where the Purchaser is a Corporation not listed on an Australian Stock Exchange the Purchaser shall obtain the execution by all the directors of the Corporation contemporaneously with the signing of the Contract by or on behalf of the Purchaser a Guarantee in the form annexed hereto. If the duly executed Guarantee is not delivered to the Vendor within the time specified the Purchaser shall be in default under this Contract

If a company purchases the property

- a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

#### 7. No representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

The Purchaser acknowledges that his decision to purchase the property purchased the property has been as a result of his own inspections and enquiries of the property and all structures, buildings and other assets of the property. It is agreed between the parties that the Purchaser shall not be entitled to make any claim for compensation or objection whatsoever in respect of condition/ state of repair of the property as at the date of sale or any fair wear and tear thereafter.

The Purchaser acknowledges that any improvements on the property may be subject to Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws which effected the construction of any structures. The Purchaser shall not claim any compensation nor require the Vendor to comply with any of those laws or regulations (including having any final inspections carried out, installing pool fences or installing smoke detectors) should there be any failure to comply with any one or more of those laws or regulations and this shall not constitute a defect in the Vendors Title.

The purchaser acknowledges and declares that they have inspected or have had inspected on their behalf the chattels, fittings and assets being sold in this contract at or prior to the time of signing and are aware of any deficiencies or defects. Therefore the Purchaser shall not claim compensation or make an objection at settlement based on the working order of any fittings or other assets of the property at or before settlement.

#### 8. FIRB Approval

- a) The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the purchaser to obtain consent to enter this contract.
- b) If there is a breach of the warranty contained in this Special Condition (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- c) This warranty and indemnity do not merge on completion of this contract.

9. **Merger**

All terms and conditions as set out in the contract, which remain to be performed by, or are capable of having effect on the part of the Purchaser shall remain in full force after settlement and the registration of the Transfer of Land or other instrument. This Special Condition cannot be waived or altered in any way whatsoever, without the written, signed and witnessed informed consent of the vendor.

10. **Mediation**

The undersigned Purchaser agrees to resolve all disputes with the Vendor through mediation. Should any dispute arise, I irrevocably agree that I must complete the contract and pay the balance or purchase money without deduction, regardless of the circumstances and can only reserve to myself the right to seek compensation following the final settlement. The parties agree to jointly appoint a mediator from three mediators nominated by the vendor's representative and agree to observe the instructions of the mediator about the conduct of the mediation. If any dispute is not resolved by the mediation procedure, then it is irrevocably agreed then the parties may have recourse to any Court or Tribunal exercising jurisdiction over the subject matter of the dispute.

11. **Acknowledgement**

The Purchaser acknowledges that prior to the signing of the contract or any agreement or document in respect of the sale hereby made, which is legally binding upon or is intended to legally bind the Purchaser, the Purchaser has been given by the Vendor's Agent;

- a) A copy of this Contract of Sale in compliance with Section 53 of the Estate Agents Act; and
- b) A statement pursuant to Section 32 of the Sale of Land Act 1962.

12. **Finance**

- a) The Parties agree that if the Purchaser fails to make application in accordance with the Particulars of Sale or fails to provide information requested by a potential lender within sufficient time to enable that potential lender to make a decision by the Approval Date, then the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.
- b) If the Purchaser attempts to end the Contract on the basis that it is unable to obtain finance approval by the Approval Date, the Purchaser must simultaneously provide written proof to the Vendor from the potential lender (not from a mortgage broker) refusing finance approval to the Purchaser and verifying that the Purchaser has applied for finance in accordance with the Particulars of Sale, 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.

13. **Nomination**

If the named Purchaser chooses to nominate a substitute or additional purchaser the named Purchaser shall remain personally liable for the due performance and observance of all the named Purchaser's obligations under this contract and it shall be a condition precedent to such nominations that:

- a) The named Purchaser shall have the substituted purchaser sign an acknowledgement of receipt of a copy of the Vendors Statement and provide the statement to the Vendor's representative
- b) If the nominated purchaser or one or more of them is an incorporated body, then the named Purchaser shall deliver a personal guarantee to the Vendor's representative signed by all the directors of the said incorporated body
- c) The nominated purchaser acknowledges that the vendor will incur additional conveyancing costs due to the Purchaser's nomination as the Vendor's Conveyancer will be required to re-prepare the required to (among other tasks) check the validity of the nomination, update their system records, re-prepare the State Revenue Office's stamp duty declaration and reprepare the notices of disposition. The Purchaser therefore agrees to reimburse the Vendor \$220.00 for costs incurred by their Conveyancer in relation to the nomination at settlement.

14. **Adjustments**

The purchaser will make available to the vendor copies of all certificates obtained to complete a Statement of Adjustments.

15. **GST and Other Payments**

The Vendor shall retain an equitable interest in the property and the Purchaser hereby grants the Vendor an equitable interest in all of the real estate as security until all penalties, costs, interest, GST (if any) and any other monies due under the contract, any written or oral agreement has been paid in full.

The Purchaser acknowledges that he shall pay any tax or impost in the nature of a consumption or a goods and services tax (hereinafter called "GST") together with all interest, penalties and costs which may be imposed by any government on the price set out in the contract or any part thereof immediately upon the delivery of a Tax Invoice pay any GST, interest, penalties and costs upon demand, shall be deemed to be a breach of the contract. This condition shall not merge with the settlement and the GST together with all interest, penalties and costs shall be recoverable by



the vendor as a liquidated debt payable on demand and the Vendor shall retain an equitable interest in the land sold until all moneys due under the contract and this special condition are paid in full.

#### 16. GST Withholding

- a) Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in *italics* and marked with an asterisk are defined or described in at least one of those Acts.
- b) This special condition applies if the purchaser is required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.
- c) 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.
- d) The purchaser must:
  - i. engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
  - ii. ensure that the representative does so.
- e) 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:
  - i. pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;
  - ii. 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
  - iii. otherwise comply, or ensure compliance, with this special condition;
  - iv. despite:
  - v. any contrary instructions, other than from both the purchaser and the vendor; and
  - vi. any other provision in this contract to the contrary
- f) The representative is taken to have complied with the requirements of special condition (f) if: settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- g) 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 so agreed by the vendor in writing; and the settlement is not conducted through an electronic settlement system described in special condition 8.7. However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, The vendor must: immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and 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.
- h) The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- i) A party must provide the other party with such information as the other party requires to:
  - i. decide if an amount is required to be paid or the quantum of it, or
  - ii. 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.
- j) The vendor warrants that:
  - i. 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
  - ii. 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.
- k) 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
  - i. the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 8.10; or
  - ii. the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with

section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

- l) This special condition will not merge on settlement

#### 17. General Conditions

The parties to the contract agree that if there is any inconsistency between the Special Conditions and the General Conditions of the contract, the Special Condition will prevail and have priority

- a) General Condition 8 is deleted.
- b) General Condition 11.1 (b) is amended by deleting 'if there is no estate agent'.
- c) General Condition 11.4 (b) is amended by substituting 'by draft or' with 'bank'.
- d) General Condition 15 is amended so that the Land Tax is not an adjustable item.
- e) General Condition 18 is amended to read 'The purchaser and their guarantors may nominate a substitute or additional purchaser, but the named purchaser and their guarantors remain personally liable for the due performance of all the purchaser's obligations under this contract.
- f) General Condition 20 is amended so that the following sentence is inserted at the end of the condition. 'Where the purchaser is a Trust the vendor may require one or more of the Trustees (or the directors of the Trustee proprietary limited company) to personally guarantee the purchaser's performance of the contract.'
- g) General Conditions 24.4, 24.5 and 24.6 are deleted.
- h) General Condition 26 is deleted.

#### 18. Time for settlement

If there is a requirement under this contract to perform an obligation, in particular but not limited to payment of the balance on the Settlement Date, that obligation must be performed by no later than 3:30pm on the date such obligation is due to be performed. If such an obligation is such that its failure to be completed gives rise to a default by the party responsible for performing that obligation then the party who fails to perform that obligation by the stated time on the date shall be in default.

If the Purchaser is not in default under this contract, the Purchaser shall pay to the Vendor's representative the sum of \$275.00 for each change to the settlement date (or other change to the contract or settlement document) made with the Vendor's consent, at the Purchaser's request

#### 19. Swimming pool/Spa

In the event that the property includes a swimming pool or spa, the Purchaser hereby acknowledges by the signing of this contract that the swimming pool or spa located on the property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that, notwithstanding anything to the contrary contained herein, the Purchaser cannot terminate this contract for any reason directly or indirectly related to or associated with the lack of swimming pool fencing or swimming pool securing fencing or security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement, and the Purchaser may not seek any compensation from the Vendor for any non-compliance. Prior to the signing of this contract, the Purchaser must complete its own due diligence regarding the swimming pool or spa located on the property and must be satisfied that the current legislative requirements are complied with.

#### 20. Default

General Condition 25 (GC25) contained in the Contract of Sale of Real Estate prescribed under Section 99 of the Estate Agents Act 1980 shall not apply to the Contract attached hereto and the following special condition shall apply in its stead. If the purchaser shall default in compliance with the terms and conditions of this Contract the Purchaser shall pay upon demand:

- a) interest as herein provided;
- b) all expenses incurred by the Vendor as a result of such breach, including but not limited to:
  - i) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property or business and interest charged on such bridging finance;
  - ii) Interest, charges and other expenses payable by the Vendor under any existing mortgage, charge or other like encumbrance over the property calculated from the due date for settlement
  - iii) Accommodation and additional storage and removal expenses necessarily incurred by the Vendor;
  - iv) Penalties interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property.
- c) the Vendor's Agent/Conveyancer/Legal costs of and incidental to the preparation and service of any notice of default; and
- d) all costs and expenses as between agent/conveyancer/solicitor and own client.

The Purchaser agrees to pay the Vendor's reasonable costs of each and every default in the sum of \$440.00 (inclusive of GST) together with a further sum of \$550.00 (inclusive of GST) for each and every Default Notice

prepared and served on the purchaser or his representative. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this Contract or otherwise.

The Purchaser shall pay to the Vendor interest at the rate being 4 per cent higher than the rate prescribed pursuant to Section 2 of the Penalty Interest Rates Act 1983 computed daily on the money overdue during the period of default without prejudice to any other rights of the Vendor.

**21. Settlement**

In the instance that, at the settlement date the Certificate of Title is unable to be handed to the Purchaser, the Purchaser shall accept, in lieu of the Certificate of Title relating to the land, an Order to Register endorsed thereon by the controlling party directing the Land Titles Office to issue the Certificate of Title to the Purchaser or another party nominated by the Purchaser.

**22. Swimming Pool/Spa**

In the event that the property includes a swimming pool or spa, the Purchaser hereby acknowledges by the signing of this contract that the swimming pool or spa located on the property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that, notwithstanding anything to the contrary contained herein, the Purchaser cannot terminate this contract for any reason directly or indirectly related to or associated with the lack of swimming pool fencing or swimming pool securing fencing or security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement, and the Purchaser may not seek any compensation from the Vendor for any non-compliance. Prior to the signing of this contract, the Purchaser must complete its own due diligence regarding the swimming pool or spa located on the property and must be satisfied that the current legislative requirements are complied with.

**23. Solar Panels**

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

23.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in-tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;

23.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;

23.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and

23.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for purpose for which they were installed, their input to the electricity grid, any benefits arising from any electricity generated by the solar panels, or otherwise

**22. AUCTION**

The property is offered for sale by auction, subject to the vendors reserve price.

The Rules for the conduct of the auction shall be as set out in the Sale of Land (Public Auction)

Regulations 2014, or any rules prescribed by regulation which modify or replace those rules.

## GUARANTEE

The Guarantors described below, in consideration of the within named vendor selling to the within named purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth hereby for ourselves our respective Executors and Administrators covenant with the said vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money, interest, costs or other moneys payable by the purchaser to the vendor under the within Contract or in the performance or observance of any term or condition of the within contract to be performed or observed by the purchaser we will forthwith on demand by the vendor pay to the vendor the whole of such deposit, residue of purchase money, interest, costs or other moneys payable which shall then be due and payable to the vendor and will keep the vendor indemnified against all loss of purchase money, interest, costs or 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 as aforesaid on the part of the purchaser.

This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the vendor in enforcing payment of any of the moneys payable under the within Contract or in the performance or observance of any of the agreements, obligations or conditions under the within contract or by time being given to the purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our Executors and Administrators.

This Guarantee shall also be a continuing Guarantee in the instance the vendor and the purchaser substitute a Contract in place of the Contract to which this Guarantee is attached and then this Guarantee will extend to a Guarantee on the substituted Contract and the purchaser under that Contract.

### SIGNED SEALED AND DELIVERED

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..... )



#### VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE

**VENDOR** Payal Yogeshbhai Thakkar

**LAND BEING SOLD** That part of the land which is presently fenced and/or occupied by the Seller and contained only within the land described in Certificate of Title Volume: 09156 Folio: 003 and known as

**STREET ADDRESS** 18 Ebony Drive, Bundoora VIC 3083

#### IMPORTANT NOTICES TO PURCHASERS

**MATTERS RELATING TO LAND USE** - Information concerning any easement, covenant, charge or other similar restriction affecting the property (registered or unregistered) if any are set out in the documents attached.

- a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered) is contained in the attached documents, where applicable.
- b) Particulars of any existing failure to comply with their terms are:- None to the Vendor's knowledge

However please note that underground electricity cables, sewers or drains may be laid outside registered easements without the vendor's knowledge.

There is an access to the property by road.

The land is not in a bushfire prone area.

The purchaser should make their own enquiries about whether structures are constructed over easements prior to signing as the property is sold subject to all easements, encumbrances, covenants, leases and restrictions (if any) and the purchaser, in signing this vendors statement acknowledges they shall make no claim or requisition regarding these matters.

Any mortgage (whether registered or unregistered) shall be discharged (unless otherwise agreed between the parties in the contract of sale) before the purchaser becomes entitled to possession or the rents and profits of the property

Information concerning any planning instrument -

Name of planning scheme :	Whittlesea City Planning Scheme
The responsible authority is:	Whittlesea City Council
Zoning and/or Reservation:	General Residential Zone
Name of Planning overlay:	Development Contributions Plan Overlay

The property is sold subject to the restrictions contained in the planning scheme, regulations, any order or legislation and the purchaser shall not be entitled to make any objection to the vendor, nor seek compensation from the vendor regarding these restrictions.



**FINANCIAL MATTERS IN RESPECT OF THE LAND-** Information concerning the amount of annual rates, taxes, charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest) are contained in the attached certificates or their total does not exceed: **\$6,500.00**

1. Whittlesea City Council
2. Yarra Valley Water
3. Owners Corporation details
4. State Revenue Office Land Tax (if applicable)

There are no amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items above. Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

1. Owners Corporation (if applicable) special levies
2. Land Tax if the property is not exempt as your principal place of residence
3. Annual increases in all outgoings if you purchase this property in the next rating period after this vendors statement was prepared.

The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows: **Nil**

**NON- CONNECTED SERVICES** – The following services are not connected to the land:

Telephone

Purchasers should check with the appropriate authorities as to the availability of, and the cost of providing, any essential services not connected to the land. Unless you contact the supplying authority and take over the existing service, the services above will be disconnected on or before settlement and it will your responsibility to pay all costs to transfer or reconnect the services you require.

**INFORMATION RELATING TO ANY OWNERS CORPORATION-**

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

**EVIDENCE OF TITLE-** Attached are copies of the following document/s concerning Title:

- (a) In the case of land under the Transfer of Land Act 1958, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) In any other case, evidence of the vendor's authority to sell (where the vendor is not the registered proprietor of the land)
- (c) In the case of land that is subject to a subdivision-
  - I. If the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
  - II. If the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (d) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the Subdivision Act 1988-
  - I. If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
  - II. Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
  - III. Details of any proposals relating to subsequent stages that are known to the vendor; and

- IV. A statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision
- (e) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the Subdivision Act 1988 is proposed-
  - I. If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
  - II. If the later plan has not yet been certified, a copy of the latest version of the plan

**BUILDING PERMITS-** Particulars of any building permit issued in the past seven years under the Building Act 1993 (where the property includes a residence):

Is contained in the attached certificate/s.

**INSURANCE DETAILS IN RESPECT OF THE LAND-** The contract provides that the land remains at the risk of the vendor before the purchaser is entitled to possession or receipts of rents and profits.

If there is a residence on the land which was constructed within the preceding 6 years by the vendor as an owner builder and which section 137B of the Building Act 1993 applies to the residence the required insurance details are attached.

The vendor makes no representations that the building and structures comply with all relevant statutes and local regulations. It is the purchaser's responsibility to make their own enquiries before entering in to a contract of sale to ensure they comply and shall not be entitled to make any objection, claim any compensation or require the vendor to perform any act due to a failure for the structures to comply with any regulation.

**NOTICES MADE IN RESPECT OF LAND-** 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 that the vendor might reasonably be expected to have knowledge are contained in certificates herein if applicable.

Whether there are any notices, property management plans, reports or order 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 are contained in certificates herein if applicable.

Whether there are any notices pursuant to Section 6 of the Land Acquisition and Compensation Act 1986 are contained in certificates herein if applicable.

**VENDOR'S STATEMENT-** I confirm that this statement has been prepared solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I understand that this statement is only current until any of the details contained herein change and will not hold KSON Conveyancing responsible if it is not updated or if it is used by any real estate agent other than those it is first forwarded to by KSON Conveyancing.

I have read the statement and its attachments and accept sole responsibility for the accuracy of the information contained herein or omissions made. I will keep the property and all improvements thereon full insured until the final settlement of this matter.



- variation between the land occupied by me and the land described in the certificate/s of title (including the occupation of adjacent land which is not being sold herein) or any other rights over the land (such as a right of way)
- any proposal in relation to any other property which may affect the land being sold
- any failure to comply with a planning or building regulations or permit (including the failure to obtain a permit)
- the property being affected any flooding, landslip or other environmental issues
- any latent defects

DATE OF THIS STATEMENT DAY OF 2024

Signature/s of Vendor/s .....

**PURCHASER'S ACKNOWLEDGEMENTS-**

The purchaser hereby acknowledges that they received a copy of this vendors statement executed by the vendor prior to entering in to any contract of sale. The Purchaser also acknowledges that the information herein is provided solely by the vendor and that no statement or representation contained herein are made by KSON Conveyancing as to anything in relation to the property. The purchaser agrees that if they require an updated owners corporation certificate they will apply and pay for the certificate or information.

DATE OF ACKNOWLEDGMENT DAY OF 2024

Signature/s of Purchaser/s .....



# Imaged Document Cover Sheet

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

Document Type	<b>Plan</b>
Document Identification	<b>LP114748</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>18/07/2024 10:38</b>

**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

LP114748

EDITION 1

PARISH/TOWNSHIP/CHART 107

**PLAN OF SUBDIVISION OF  
PART OF CROWN PORTION**

**27**

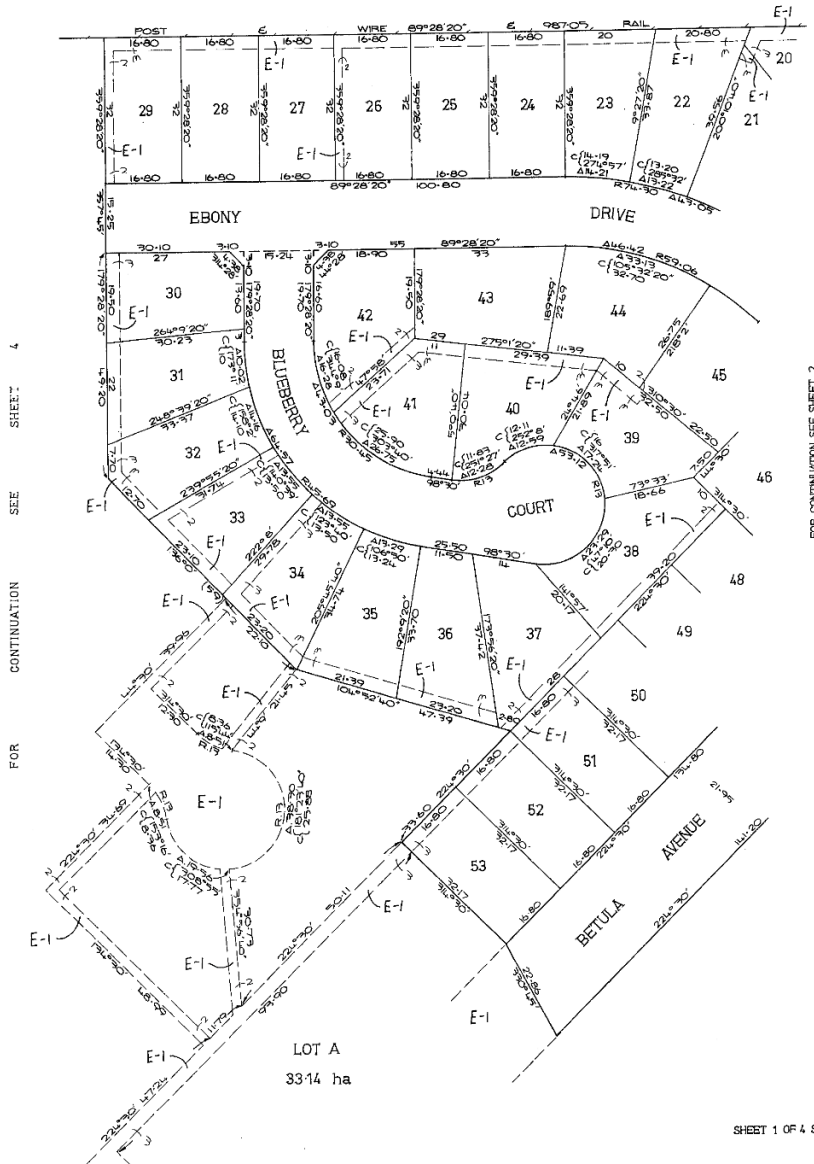
**PARISH OF KEELBUNDORA  
COUNTY OF BEURKE**

SCALE OF METRES 0 10 20 30 40

APPROPRIATIONS	ENCUMBRANCES	NOTATIONS
BLUE - DRAINAGE & SEWERAGE BROWN - CARRIAGEWAY DRAINAGE & SEWERAGE	NIL.	ALLOTMENTS 72 TO 91 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN

APPROVED 7/5/76  
COLOUR CONVERSION

BLUE = E-1  
BROWN = E-2



FOR CONTINUATION SEE SHEET 2

SHEET 1 OF 4 SHEETS

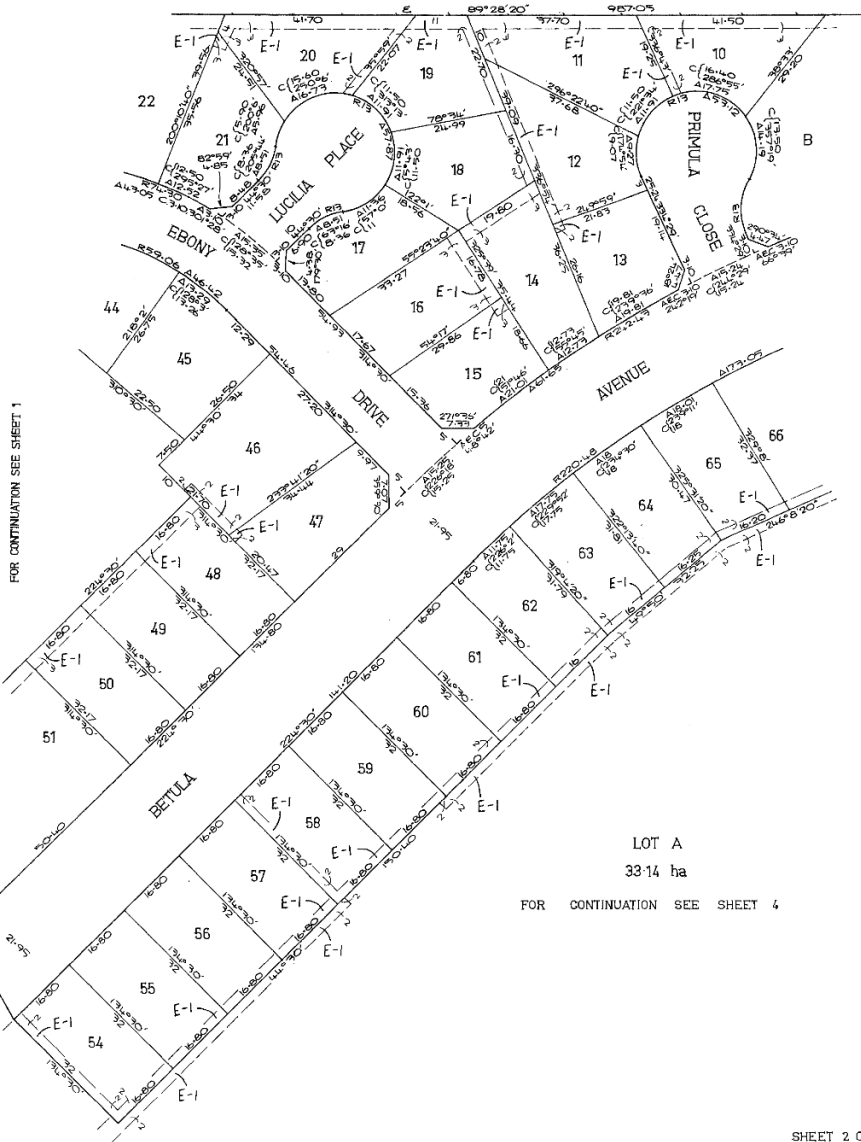
LP114748

**PLAN OF SUBDIVISION OF  
PART OF CROWN PORTION  
27  
PARISH OF KEELBUNDORA  
COUNTY OF BOURKE**

SCALE OF METRES

APPROPRIATIONS	ENCUMBRANCES	NOTATIONS
BLUE - DRAINAGE & SEWERAGE BROWN - CARRIAGEWAY, DRAINAGE & SEWERAGE	NIL.	ALLOTMENTS 72 TO 91 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN

APPROVED 7/5/76  
COLOUR CONVERSION  
BLUE = B-1  
BROWN = B-2



FOR CONTINUATION SEE SHEET 1

FOR CONTINUATION SEE SHEET 3

FOR CONTINUATION SEE SHEET 4

SHEET 2 OF 4 SHEETS

LP114748

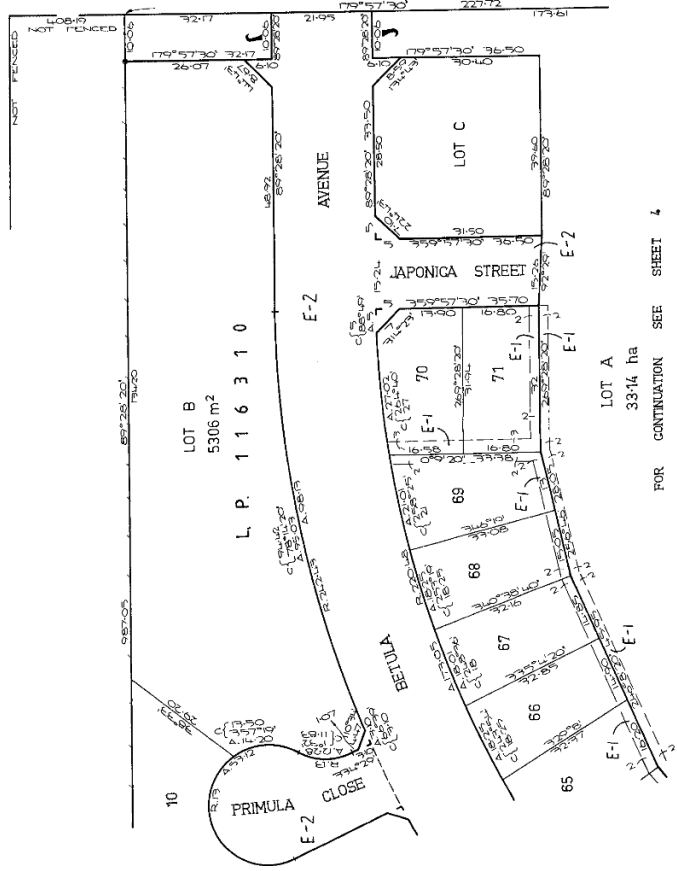
PLAN OF SUBDIVISION OF  
PART OF CROWN PORTION  
27  
PARISH OF KEELBUNDORA  
COUNTY OF BOURKE  
SCALE OF METRES



APPROPRIATIONS	ENCUMBRANCES	NOTATIONS
BLUE - DRAINAGE & SEWERAGE BROWN - CARRIAGEWAY DRAINAGE & SEWERAGE YELLOW - TREE RESERVE	NIL	ALLOTMENTS 1 TO 9 (BOTH CROWN PORTION & CROWN RESERVE) HAVE BEEN OMITTED FROM THIS PLAN

APPROVED 7/5/76  
COLOUR CONVERSION  
BLUE = E-1  
BROWN = E-2

Mc KIMMIES LANE



FOR CONTINUATION SEE SHEET 2

FOR CONTINUATION SEE SHEET 4

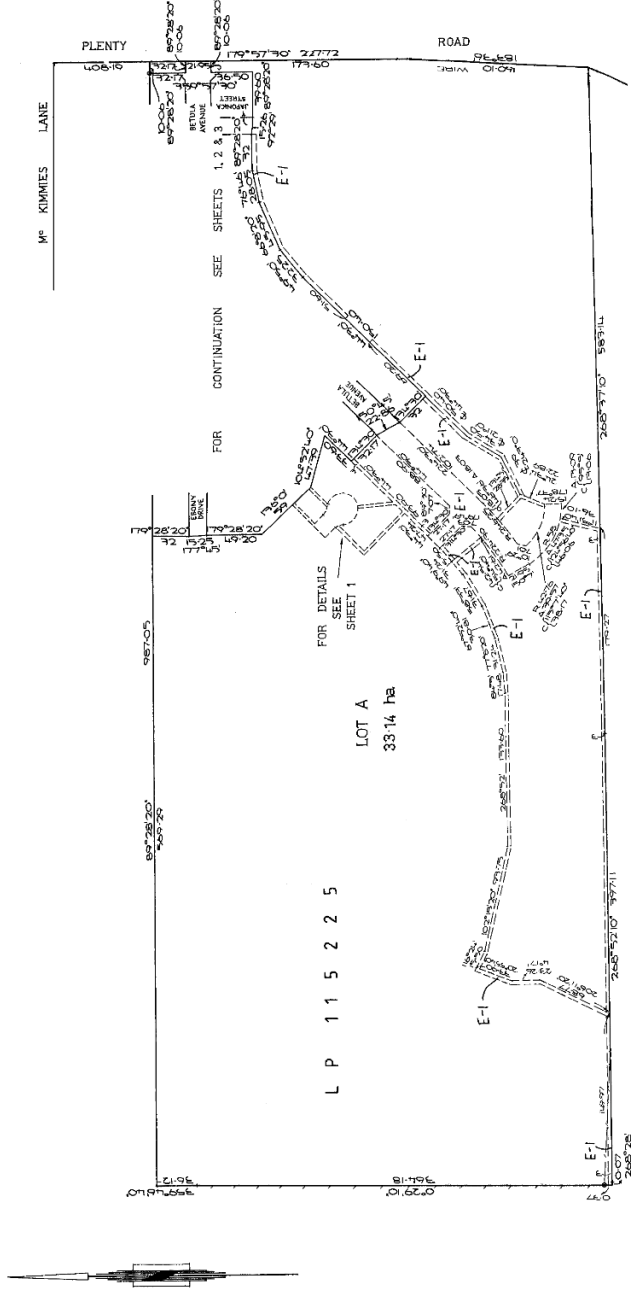
LP114748

PLAN OF SUBDIVISION OF  
PART OF CROWN PORTION  
27  
PARISH OF KEELBUNDORA  
COUNTY OF BOURKE

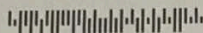
SCALE OF METRES 0 50 100 150

APPROPRIATIONS	INCUMBRANCES	NOTATIONS
BROWN - CARRIAGEWAY, DRAINAGE & SEWERAGE. BLUE - DRAINAGE & SEWERAGE	NIL	EASEMENTS ARE 2m IN WIDTH UNLESS OTHERWISE SHOWN. LOTMENTS TO BE BOTH INCUMBERED AND EASEMENT OMITTED FROM THIS PLAN

APPROVED 7 / 5 / 76  
COLOUR CONVERSION  
BLUE = E-1  
BROWN = E-2







P Y Thakkar  
4 Cockrell Road  
MERNDA VIC 3754



025  
019874  
R4\_19463

Issue Date 25/08/2023

**Assessment Number**  
**0194746**

For emailed notices register at  
whittlesea.enotices.com.au  
Reference No: BB42866D4L

**Property Details** 18 Ebony Drive BUNDOORA VIC 3083

LOT 26 LP 114748

Owner: P Y Thakkar

**Valuation Details**

<b>Site Value</b>	<b>Capital Improved Value</b>	<b>Net Annual Value</b>
\$525,000	\$675,000	\$33,750

Level of value date 01/01/2023 Valuation operative date 01/07/2023

AVPCC 110 Detached Dwelling

**Rates and Charges**

<b>Council Charges</b>	
General rate 33,750 x 0.04724460	\$1,594.51
Waste Service Charge (Res/Rural) 1 x 171.45	\$171.45

<b>State Government Charges</b>	
Fire services charge (Res) 1 x 125.00	\$125.00
Fire services levy (Res) 675,000 x 125.00	\$31.05
Waste Landfill Levy Res/Rural 1 x 11.85	\$11.85

**Total** **\$1,933.86**

**INSTALMENT 1**

**\$484.86**  
Due By 30/09/2023

**INSTALMENT 2**

**\$483.00**  
Due By 30/11/2023

**INSTALMENT 3**

**\$483.00**  
Due By 28/02/2024

**INSTALMENT 4**

**\$483.00**  
Due By 31/05/2024

**\*If Instalment 1 is not paid by 30/09/2023, your account will change to the lump sum option shown below.**

**LUMP SUM**

**\$1,933.86**  
Due By 15/02/2024

Payments received after 15 August 2023 may not be included on this notice

Scan here to pay



**Bank Account**

**Where to pay**

www.whittlesea.vic.gov.au



**Bill Code: 5157**

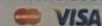
Ref: 0194746



**Billpay Code: 0350**

Ref: 1947468

Phone 1300 301 185



BPAY™ this payment via internet or phone banking.

BPAY View™ - View and pay this bill using internet banking

BPAY View Registration No.: 0194746

Pay in person at any post office, phone 13 18 16 or go to

postbillpay.com.au

Scan & pay this invoice with your iPhone, iPad or Android device. Download the Australia Post mobile app.

**Council Offices**

Hours - 8.30am to 5.00 pm Mon. to Fri.  
(except public holidays)



\*350 1947468



\*350 1947468

# Your quarterly bill



623001-001 001379(2757) 0025

MRS P THAKKAR  
4 COCKRELL RD  
MERNDA VIC 3754

Enquiries 1300 304 688  
Faults (24/7) 13 27 62

---

Account number 08 4459 9539  
Invoice number 0849 3063 68102  
Issue date 3 May 2024  
18 EBONY DR  
Property address BUNDOORA  
Property reference 1238524, LP 114748

---

Tax Invoice Yarra Valley Water ABN 93 066 902 501

## Summary

Previous bill	\$184.98
Payment received	\$0.00
Balance carried forward	\$184.98

This balance is overdue, please pay immediately.

### This bill

#### Service charges

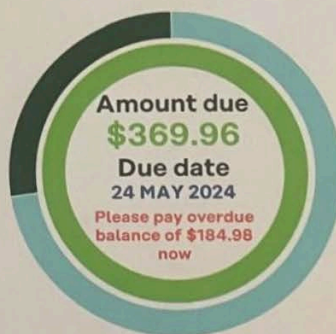
Water supply system	\$20.03
Sewerage system	\$114.47

#### Other authority charges

Waterways and drainage	\$29.38
Parks	\$21.10

Total this bill (GST does not apply) \$184.98

Total balance \$369.96



#### Important note

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

● Service charges  
● Other authority charges

## Switch to email bills

Saving time and the environment has never been easier with eBilling.

[yvwm.com.au/email-bills](http://yvwm.com.au/email-bills)

1300 304 688



**PLANNING PERMIT**  
**WHITTLESEA PLANNING SCHEME**

**ADDRESS OF THE LAND:**

18 EBONY DRIVE BUNDOORA VIC 3083  
LOT: 26 LP: 114748

**THE PERMIT ALLOWS:**

CONSTRUCTION OF TWO DWELLINGS ON A LOT IN ACCORDANCE WITH THE ENDORSED PLAN

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:****Conditions to be met prior to the endorsement of plans**

1. Prior to the endorsement of plans, the permit holder must pay to Council a contribution for drainage pursuant to Clause 45.06 of the *Whittlesea Planning Scheme*. The drainage contribution will be subject to the Consumer Price Index (CPI) applicable at the time of payment.

**Conditions to be met prior to the commencement of works**

2. Before the development allowed by this permit starts, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of this permit. The plans must be generally in accordance with the plans dated 2 May 2023 and prepared by Planning and Design but modified to show:
  - a. Landscaping as required by Condition No. 3 of this permit
  - b. Schedule of external materials, finishes and colours;
  - c. Drainage plans/WSUD techniques;
  - d. Recommendations of the SDA Report as required by Condition No. 4 of this permit.
3. Concurrent with the endorsement of plans under Condition No. 2 and before the development allowed by this permit starts, a revised landscape plan prepared by a suitably qualified (or experienced) landscape designer to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority.

Date Issued: 29 June 2023

PLN-40324

Signature for the  
Responsible Authority:

 Lachlan Yuill

When approved, the plan will be endorsed and will then form part of this permit. The landscaping plan must be generally in accordance with the landscape plan dated 2 May 2023 prepared by Planning and Design.

- a. The provision of at least one canopy tree with a mature height of 6 metres planted at a semi-advanced state within the front setback and rear setback;
  - b. Stormwater management details as per the STORM/MUSIC report, including the specific sizes and location of the rainwater harvesting tanks, etc; and
  - c. If proposed; a section detail of permeable paving.
4. Concurrent with the endorsement of plans under Condition No. 2 and before the development allowed by this permit starts, a revised Sustainable Design Assessment prepared by a suitably qualified (or experienced) professional to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of this permit. The Sustainable Design Assessment must be generally in accordance with the BESS Report dated 22 August 2022. The plan must show:
- a. The following commitments notated/annotated on plans:
    - i. Bicycle spaces shown within garages.
5. Before the development allowed by this permit starts, including demolition, excavation and vegetation removal, a Construction Management Plan must be submitted to and endorsed by the Responsible Authority and be in accordance with the Responsible Authority's Construction Management Plan template and include a detailed Site Management Plan. No works are permitted to occur until the Plan has been endorsed by the Responsible Authority. Once endorsed, the Construction Management Plan will form part of the permit and must be implemented to the satisfaction of the Responsible Authority. The CMP must be submitted directly to Council's Infrastructure Protection Unit.
- For further information, including submission, please contact Council's Infrastructure Protection Unit on 9217 2170 or [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au).
6. Before the development allowed by this permit starts, engineering plans showing a properly prepared design (with computations) for the internal drainage and method of disposal of stormwater from all roofed and sealed areas, including the use of an on-site detention system (if required), must be submitted to Council for approval. These internal drainage works must be completed to Council's satisfaction prior to using or occupying any building on the site.

Engineering plans must be submitted directly to Council's Development Engineering Unit. For further information, including submission, please contact Council's Development Engineering Unit on 9217 2170 or [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au).

Date Issued: 29 June 2023

PLN-40324

Signature for the  
Responsible Authority:

 Lachlan Yuill



7. The development allowed by this permit and shown on the endorsed plans and/or schedules must not be amended for any reason without the consent of the Responsible Authority.

**Conditions to be met during construction**

8. Once the development allowed by this permit has started, it must be continued and completed to the satisfaction of the Responsible Authority.
9. At all times during the construction phase of the development, appropriate measures must be taken to ensure that pedestrians are able to use any footpath along the boundaries of the site safely.
10. Any litter generated by building activities on the site must be collected and stored in an appropriate enclosure. The enclosures must be regularly emptied and maintained such that no litter overflows onto adjoining land. Before the occupation and/or use of the building, all litter must be completely removed from the site.
11. During the construction phase, any mud or other materials deposited on roadways as a result of construction works on the site must be cleaned to the satisfaction of the Responsible Authority within two hours of it being deposited.
12. The development allowed by this permit must be managed so that the amenity of the area is not detrimentally affected, through the:
  - a. Transport of materials, goods or commodities to or from the land;
  - b. Appearance of any building, works or materials;
  - c. Emissions of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil;
  - d. Presence of vermin.
13. Upon completion of all buildings and works allowed by this permit the permit holder must notify the Responsible Authority of the satisfactory completion of the development and compliance with all relevant conditions.

**Conditions to be met prior to the occupation of the development / General conditions**

14. Before the occupation of any dwelling approved by this permit, landscaping and stormwater management works shown on the endorsed plan must be completed and then maintained to the satisfaction of the Responsible Authority.
15. The landscaping areas shown on the endorsed plans must be used for landscaping and no other purpose and any landscaping must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced.

Date Issued: 29 June 2023

PLN-40324

Signature for the  
Responsible Authority:

 *Lachlan Yuill*

16. Before the occupation of any dwelling approved by this permit, a compliance inspection and report from the author of the Sustainable Design Assessment (SDA), or similarly qualified person or company, must be submitted to the Responsible Authority.

The compliance report must be to the satisfaction of the Responsible Authority and must confirm that all measures specified in the SDA have been implemented in accordance with the approved documentation.

17. Before the occupation of any dwellings approved by this permit, car parking areas and access ways must be drained, fully sealed and constructed with asphalt, interlocking paving bricks, coloured concrete or other similar materials to the satisfaction of the Responsible Authority.
18. In areas set aside for car parking, measures must be taken to the satisfaction of the Responsible Authority to prevent damage to fences or landscaped areas.
19. Vehicular access to the site must be by way of a vehicle crossing constructed in accordance with Council's Vehicle Crossing Specifications to suit the proposed driveway(s) and the vehicles that will be using the crossing(s). The location, design and construction of the vehicle crossing(s) must be approved by the Responsible Authority. Any existing unused or redundant crossing(s) must be removed and replaced with concrete kerb, channel and naturestrip to the satisfaction of the Responsible Authority. All vehicle crossing works are to be carried out with Council supervision.
20. The permit holder is responsible to meet all costs associated with reinstatement and/or alterations to Council or other Public Authority assets deemed necessary by such Authorities as a result of the development. The permit holder is responsible for obtaining prior specific written approval for any works involving the alteration of Council or other Public Authority assets.
21. Before the occupation of any dwelling allowed by this permit, a letter box and house number to the satisfaction of the Responsible Authority must be provided for each dwelling.
22. Before the occupation of any dwelling allowed by this permit, the permit holder must construct at no cost to Council, drainage works between the subject site and the Council nominated point of discharge. Such drainage works must be designed by a qualified engineer and submitted to and approved by Council. Computations will also be required to demonstrate that the drainage system will not be overloaded by the new development. Construction of the drainage system must be carried out in accordance with Council specifications and under Council supervision.

Date Issued: 29 June 2023

PLN-40324

Signature for the  
Responsible Authority:

 *Lachlan Yuill*

23. Before the occupation of any dwelling allowed by this permit, reticulated (water, sewerage, gas and electricity) services must be constructed and available to the satisfaction of the Responsible Authority.

**Permit expiry**

24. In accordance with the *Planning and Environment Act 1987* a permit for development expires:
- The approved development does not start within two (2) years of the date of this permit; or
  - The approved development is not completed within four (4) years of the date of this permit.

The responsible authority may extend the periods referred to above if a request is made in writing. This request must be made before or within six (6) months after the permit expiry date where the development has not yet started and within twelve (12) months after the permit expiry date where the development allowed by the permit has lawfully started before the permit expires.

**Permit notes:**

**Street numbering note:**

Please note that property addresses and numbering is allocated by the City of Whittlesea in accordance with Council's Street Numbering Policy. This is usually formalised at the time of the subdivision. Please do not give potential buyers any interim numbering as this often leads to confusion and problems once the correct number is issued. Please check with Council's Subdivisions Unit to verify all street numberings before commencement of any advertising for sale or lease.

**Advanced trees note:**

An advanced tree under this permit generally constitutes the following:

- Evergreen – minimum container size 45 litre spring ring, 50mm calliper at ground level.
- Deciduous – minimum calliper at ground level 65mm, minimum height 2 metres.

**Building over easements note:**

Any building or works to occur within an easement must be carried out to the satisfaction of the Responsible Authority. In addition, the following will apply:

- Access to any drainage pit in the easement is to be maintained.

Date Issued: 29 June 2023

PLN-40324

Signature for the  
Responsible Authority:

A handwritten signature in black ink that reads "Lachlan Yuill". To the left of the signature is a red circular stamp containing a white letter "C".



- The Responsible Authority reserves the right to excavate, lay, repair or replace pipes within the easement.
- The Responsible Authority is not liable for any damage from such works and that reinstatement is the owner's responsibility and at the owner's expense.
- Prior to a building approval being issued, any drain(s) existing in the easement are required to be shown on the plans, with a detailed sketch indicating any pier and beam footings required to span these public assets.
- Building approval must be obtained prior to the commencement of the works.
- Construction (engineering) Plans with details of additional pit(s), must be submitted to and approved by the Responsible Authority.

Date Issued: 29 June 2023

PLN-40324

Signature for the  
Responsible Authority:

 *Lachlan Yuill*

## IMPORTANT INFORMATION ABOUT THIS NOTICE

### WHAT HAS BEEN DECIDED?

- The Responsible Authority has issued a permit.

### CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

- The responsible authority may amend this permit under Division 1A of Part 4 of the Planning and Environment Act 1987.

### WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit, or
- if no date is specified, from
  - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
  - (ii) the date on which it was issued, in any other case.

### WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of the land expires if –
  - the development or any stage of it does not start within the time specified in the permit, or
  - the development requires the certification of a Plan of Subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision, or
  - the development or any stage is not completed within the time specified in the permit or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the Plan of Subdivision or consolidation under the *Subdivision Act 1988*.
2. A permit for the use of the land expires if –
  - the use does not start within the time specified in the permit or, if no time is specified, within two years after the issue of the permit, or
  - the use is discontinued for a period of two years.
3. A permit for the development and use of the land expires if –
  - the development or any stage of it does not start within the time specified in the permit, or
  - the development or any stage of it is not completed within the time specified in the permit or, if no time is specified, within two years after the issue of the permit, or
  - the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development, or
  - the use is discontinued for a period of two years.
4. If a permit for the use of the land or the development and use of the land or relating to any of the circumstances mentioned in Section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a Plan of Subdivision under the *Subdivision Act 1988*, unless the permit contains a different provision –
  - the use or development of any stage is to be taken to have started when the plan is certified; and
  - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

### WHAT ABOUT APPEALS?

- The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of appeal exists.
- An appeal must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
- An appeal is lodged with the Victorian Civil and Administrative Tribunal.
- An appeal must be made on a Notice of Appeal form, which can be obtained from the Victorian Civil and Administrative Tribunal, and must be accompanied by the prescribed fee.
- An appeal must state the grounds upon which it is based.
- An appeal must also be served on the Responsible Authority.
- Details about appeals and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.
- The address of the Victorian Civil and Administrative Tribunal is 55 King Street, Melbourne 3000. The telephone number is (03) 9628 9777.

PLANNING & ENVIRONMENT ACT 1987

WHITTLESEA PLANNING SCHEME

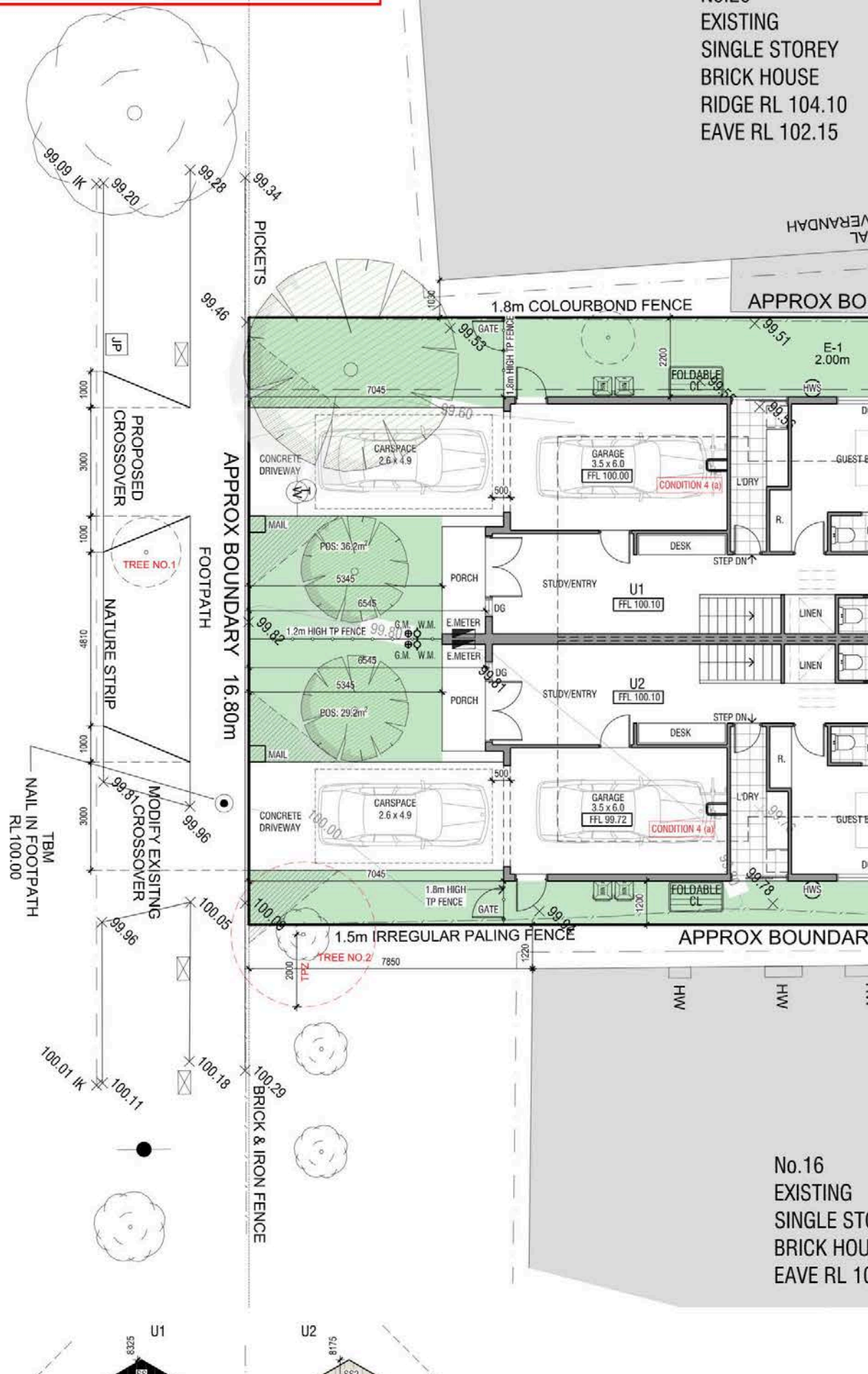
Planning Permit No: PLN-40324

Application Ref. No.: PLN-41473

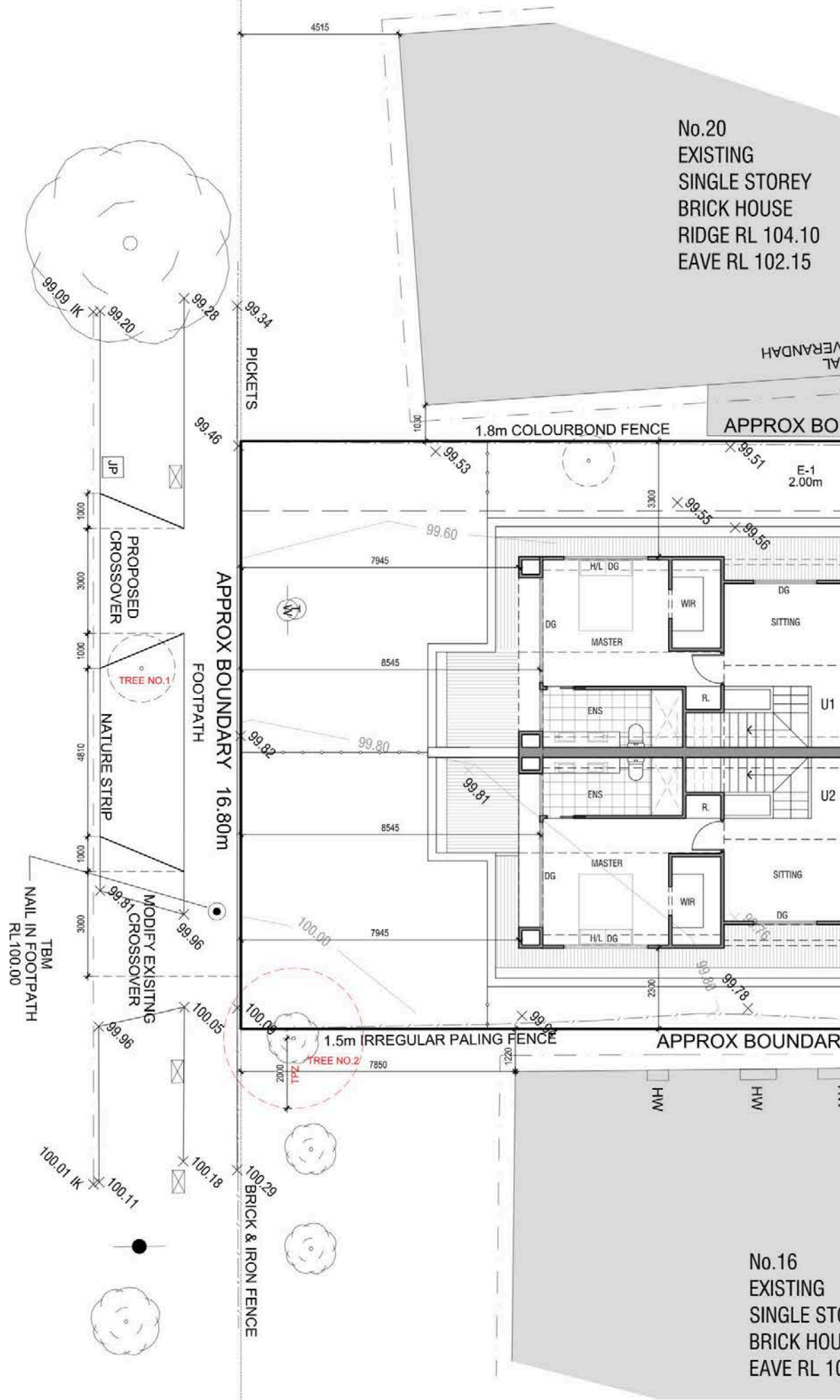
Endorsed to show compliance with Condition (s) 2

Sheet 1 of 3 Date: 18/08/2023

EBONY DRIVE



# EBONY DRIVE





## SPECIFICATIONS

### SUBGRADE PREPARATION

SITE TO BE PREPARED IN ACCORDANCE WITH BEST HORTICULTURAL PRACTICE AND UNDER APPROPRIATE CONDITIONS. DISTURBANCE TO NATIVE SOIL STRUCTURE IS TO BE MINIMISED. THE USE OF MACHINERY THAT MAY DAMAGE SOIL STRUCTURE OR PROFILE IS NOT ACCEPTABLE. ALL LAWN AND PLANTED AREAS SUB-GRADE TO IS TO BE CULTIVATED TO A MINIMUM DEPTH OF 150MM. DRAINAGE FALLS TO BE SHAPED PRIOR TO TOP SOILING. TEST SUB GRADE TO BE TO DETERMINE PH, SALINITY AND GYPSUM REQUIREMENT PRIOR TO PREPARATION AND CONDITIONING. ANY GYPSUM REQUIRED IS TO BE DISTRIBUTED ACCORDING TO MANUFACTURERS RECOMMENDED RATE AND CULTIVATED INTO THE SUB-GRADE AT A MINIMUM DEPTH OF 150MM. TOPPING AREAS TO BE GRADED / DRAINED TO AVOID WATER DISCHARGE INTO ADJOINING PROPERTIES.

### WEED CONTROL

ENVIRONMENTAL WEEDS TO BE REMOVED AND DISPOSED OFF SITE PRIOR TO SUB GRADE PREPARATION, TOPSOILING AND PLANTING WORKS.

### SOIL PREPARATION

SPREAD TOPSOIL IN MAXIMUM 150MM LAYERS, LIGHTLY COMPACTED BY USE OF A 150 - 200KG ROLLER, OR BY CAREFULLY WALKING UNTIL IT IS SETTLED AT FINISHED KERB LEVELS OR TO WITHIN 75MM BELOW EDGING LEVELS TO ACCOMMODATE MULCH. IMPORTED TOPSOIL FOR GARDEN BEDS IS TO BE MEDIUM TEXTURE GENERAL PURPOSE GARDEN SOIL AND LIGHTLY COMPACTED TO MINIMUM 300MM DEPTH TO GARDEN BEDS. SOIL IS TO COMPLY WITH AS 2223-1978, AND AS FOLLOWS:

- FREE FROM PERENNIAL WEEDS AND THEIR ROOTS, BULBS AND RHIZOMES
- FREE FROM BUILDING RUBBLE AND ANY OTHER MATTER DELETERIOUS TO PLANT GROWTH
- PH TO BE 6.0-7.0
- TEXTURE TO BE LIGHT TO MEDIUM FRIABLE LOAM
- FREE FROM SILT MATERIAL

IMPORTED TOPSOIL FOR LAWN REJUVENATION / ESTABLISHMENT SHALL HAVE THE ABOVE CHARACTERISTICS, BUT SHALL BE A FREE DRAINING SANDY LOAM. LIGHTLY COMPACT TO MINIMUM DEPTH OF 100MM.

### MULCH

MULCH FOR GARDEN BEDS IS TO BE AN AGED ORGANIC MATERIAL WITH 60 - 80 PERCENT WOOD CHIPS PARTICLES IN A SIZE RANGE OF 25 - 50 MM MAXIMUM BY VOLUME. SPREAD MULCH AT A CONSOLIDATED DEPTH OF 75MM.

### PLANTING PROCEDURE

FILL PLANTING HOLE WITH WATER AND ALLOW TO DRAIN COMPLETELY IF SOIL IS DRY. TREE ROOTS ARE TO BE TEASED OUTWARDS IF MATTED OR CIRCLING OCCURS PRIOR TO BACKFILLING. PLACE TREE IN CENTRE OF HOLE ON FIRM SOIL TO PREVENT SINKING, ENSURING TOP OF THE ROOTBALL IS FLUSH WITH THE SURROUNDING SOIL SURFACE AND THE TRUNK IS VERTICAL. BACKFILL MATERIAL IS TO BE IN A LOOSE, FRIABLE STATE, WITH NO BRICKS, ROCKS OR FOREIGN MATERIAL - IF SUFFICIENT MATERIAL IS NOT AVAILABLE FORM THE ORIGINAL HOLE TO BACKFILL, A SIMILAR SOIL TYPE MUST BE SOURCED AND USED. PREVENT LARGE AIR POCKETS IN SOIL FROM OCCURRING BY FIRMLY BACKFILLING SOIL IN LAYERS THEN THOROUGHLY WATERED IN. TREES TO BE STAKED WITH TWO 2250MM X 70MM HARDWOOD STAKES DRIVEN FIRMLY INTO THE GROUND. DO NOT BE PLACE STAKE THROUGH THE ROOTBALL AREA. TREES ARE TO BE SECURED TO EACH STAKE WITH A STRONG, SOFT AND FLEXIBLE MATERIAL, TIGHT ENOUGH TO SUPPORT THE TREE IN WINDY CONDITIONS BUT FLEXIBLE ENOUGH TO STIMULATE DEVELOPMENT OF A GOOD SUPPORTIVE ROOT SYSTEM. TREE TIE MATERIAL MUST NOT DAMAGE TREE BARK OR RESTRICT TRUNK GROWTH FOR A MINIMUM PERIOD OF THREE YEARS. SLOW RELEASE FERTILISER (3/6 MONTH FORMULATION) SUCH AS 'OSMOCOTE' IS TO BE APPLIED TO THE TOP OF THE ROOTBALL AREA AWAY FROM THE TRUNK / STEM TO MANUFACTURERS SPECIFICATIONS AND WATERED IN IMMEDIATELY. ALL TREES TO BE MULCHED TO A DIAMETER OF 1200MM WIDE AND TO A DEPTH OF 100MM BUT MUST NOT BE IN CONTACT WITH THE TREE TRUNK. MULCH IS TO BE AN AGED ORGANIC MATERIAL WITH 60 - 80 PERCENT OF ITS VOLUME BEING WOOD CHIP PARTICLES IN A SIZE RANGE OF 25 - 50MM MAXIMUM. MULCH IS TO BE SPREAD AT A CONSOLIDATED DEPTH OF 75MM. THE PLANTING HOLE SURFACE IS TO BE SHAPED TO MINIMISE WATERLOGGING/EXCESSIVE WATER RETENTION BUT RETAIN THE MULCH MATERIAL NEATLY. THE SITE MUST BE LEFT IN A CLEAN AND SAFE CONDITION.

### PLANT ESTABLISHMENT PERIOD

THE LANDSCAPE IS TO BE MAINTAINED BY APPLYING BEST HORTICULTURAL PRACTICE TO PROMOTE HEALTHY PLANT PERFORMANCE FOR A 13 WEEK ESTABLISHMENT PERIOD FOLLOWING THE APPROVAL OF PRACTICAL COMPLETION BY THE RESPONSIBLE AUTHORITY INCLUDING (BUT NOT LIMITED TO) THE FOLLOWING TASKS - PRUNING AS NECESSARY TO MAINTAIN PLANTS IN A HEALTHY AND STRUCTURALLY SOUND MANNER, PEST AND DISEASES - VEGETATION TO BE PEST AND DISEASE FREE, MULCHING, STAKING AND TYING. MAINTAINED 75MM MULCH DEPTH AROUND TREE BASES THROUGHOUT MAINTENANCE PERIOD. WATER AS OFTEN AS NECESSARY TO ENSURE HEALTHY AND VIGOROUS GROWTH IN ACCORDANCE WITH CURRENT LOCAL WATERING REGULATIONS. MAINTAIN WEED FREE STATE OVER THE ENTIRE MULCH AREA BY SPRAYING OR MECHANICAL WEEDING, FERTILISING - 3/6 X MONTHLY SLOW RELEASE FERTILISER IN ACCORDANCE WITH MANUFACTURERS RECOMMENDED APPLICATION RATES, REPLACEMENT OF DECEASED, STOLEN OR VANDALISED PLANTS BEYOND REPAIR OR REGROWTH WITH THE SAME SPECIES AS SPECIFIED IN THE PLANT SCHEDULE WITHIN THE ASSIGNED MAINTENANCE PERIOD

### IRRIGATION

IF APPLICABLE, INSTALL IN-GROUND AUTOMATIC DRIP IRRIGATION SYSTEM TO ALL GARDEN AREAS AND PLANTER BOXES IN ACCORDANCE WITH CURRENT LOCAL WATERING REGULATIONS

### TIMBER EDGING

TIMBER EDGING TO BE 75MM X 25MM TREATED PINE SECURED TO 300MM LONG TREATED PINE STAKES AT NOM. MIN 1000MM SPACINGS WITH GALVANISED SCREWS AND INSTALLED TO ALL JUNCTIONS BETWEEN GARDEN BEDS, LAWN AND TOPPING / PEBBLE AREAS

### DRAINAGE

LANDSCAPE AND / OR BUILDING CONTRACTOR(S) ARE RESPONSIBLE FOR CIVIL AND HYDRAULIC COMPUTATIONS FOR LANDSCAPE BUILDING WORKS INCLUDING, BUT NOT LIMITED TO SURFACE AND SUB SURFACE DRAINAGE FOR ALL LANDSCAPE AREAS PRIOR TO COMMENCEMENT OF WORKS

### GENERAL

WHILE CARE HAS BEEN TAKEN TO SELECT TREE SPECIES WITH NON-INVASIVE ROOT SYSTEMS IT IS RECOMMENDED THAT ROOT CONTROL BARRIERS BE INSTALLED FOR ANY TREES LOCATED WITHIN TWO METRES OF ANY BUILDING LINES. CLIMBING PLANTS (IF APPLICABLE) ARE TO BE TRAINED TO SUPPORTIVE MESH, WIRE OR LATTICE FIXED OVER ENTIRE FENCE SECTION FROM BASE TO TOP DO NOT SCALE FROM PLAN - CONTRACTOR TO VERIFY ALL DIMENSIONS ON SITE PRIOR TO COMMENCING CONSTRUCTION

### PLANTS - QUALITY OF TREES AND SHRUBS

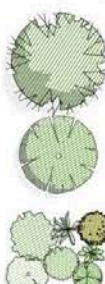
Melbourne Water		STORM Rating Report				
TransactionID:	1805621					
Municipality:	WHITTLESEA					
Rainfall Station:	WHITTLESEA					
Address:	18 EBONY DRIVE					
	BUNDOORA					
	VIC	3083				
Assessor:	LC					
Development Type:	Residential - Multunit					
Allotment Site (m2):	537.50					
STORM Rating %:	102					
Description	Impervious Area (m2)	Treatment Type	Treatment Area/Volume (m2 or L)	Occupants / Number Of Bedrooms	Treatment %	Tank Water Supply Reliability (%)
U1 Roof - Tank	107.60	Rainwater Tank	2,000.00	4	144.40	82.90
U1 Roof - Untreated	23.50	None	0.00	0	0.00	0.00
U2 Roof - Tank	107.60	Rainwater Tank	2,000.00	4	144.40	82.90
U2 Roof - Untreated	23.50	None	0.00	0	0.00	0.00
Driveway - Untreated	42.20	None	0.00	0	0.00	0.00

CONDITION 3 (b)

EBONY DRIVE

PLANNING & ENVIRONMENT ACT 1987  
WHITTLESEA PLANNING SCHEME  
Planning Permit No: PLN-40324  
Application Ref. No.: PLN-41473  
Endorsed to show compliance with Condition (s) 3  
Sheet 3 of 3 Date: 18/08/2023

## LEGEND



PROPOSED DECIDUOUS TREES

PROPOSED EVERGREEN TREES

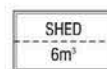
PROPOSED EVERGREEN SHRUBS



PROPOSED WASHING LINE



PROPOSED PAVER STEP-STONES



PROPOSED 6m³ STORAGE SHED



PROPOSED BIN STORAGE AREA



FENCE WITH HEIGHTS AND MATERIALS AS NOMINATED

NAIL IN FOOTPATH  
TBM  
RL100.00

100.01 IK



PLANNING AND DESIGN  
31 Enfield Avenue  
Preston VIC 3072  
T: 03 9018 1529  
E: [admin@planninganddesign.com.au](mailto:admin@planninganddesign.com.au)

PLANNING & ENVIRONMENT ACT 1987  
WHITTLESEA PLANNING SCHEME  
Planning Permit No: PLN-40324  
Application Ref. No: PLN-41473  
Endorsed to show compliance with Condition  
(s) 3  
Sheet 1 of 50 Date: 18/08/2023

SDA REPORT ASSESSMENT

18 EBONY DRIVE BUNDOORA VIC 3083

Two Unit Development

Municipality: Whittlesea City Council

Planning Application Number: PLN-40324

Applicant: Planning & Design P/L

Dated: 21 July 2023

SURFACE FINISH DETAIL

GARDEN BEDS	
	75mm ORGANIC PINE BARK MULCH 400mm APPROVED MEDIUM LOAM SOIL MIN 150mm DEEP ROTARY HOED SUBGRADE
TOPPINGS AREAS	
	40mm COMPACTED SELECTED TOPPINGS 75mm COMPACTED FCR BASE (NO COMPACTED BASE AROUND BASE OF EXISTING TREES) SUBGRADE
LAWN AREAS	
	STRATHAYAR WALTER SOFT LEAF BUFFALO OR SIMILAR INSTANT LAWN 100mm APPROVED SANDY LOAM SOIL

- The BESS assessment concludes that the proposed development achieves the minimum BESS score of 50%. See BESS Report attached.
- The Melbourne Water storm calculator demonstrates the development meets the minimum 100% required water quality objective. Refer WSUD Plan attached.



**Assessment Details:**

**Energy Assessor Name:** Illias Conila  
**Assessor Accreditation:** HERA10125  
**Software Version:** FirstRate5.5.3.2b

---

**Documentation Details:**

**Project:** 7540 | JULY 2023  
**Revision:** REV- 04-07-2023 **ISSUE FOR COUNCIL'S ENDMORSEMENT**  
**Sheets:** TP01-TP02, WSUD

PLANNING & ENVIRONMENT ACT 1987  
WHITTLESEA PLANNING SCHEME  
Planning Permit No: PLN-40324  
Application Ref. No.: PLN-41473  
Endorsed to show compliance with Condition (s) 3  
Sheet 2 of 50 Date: 18/08/2023



---

#### Methodology

---

The purpose of this report is to assess the thermal performance of the new development located at **18 EBONY DRIVE BUNDOORA VIC 3083**. Energy rating software FirstRate5 will be used to ascertain the heating and cooling loads (shown in MJ/m<sup>2</sup>) which ultimately determine a star rating.

FirstRate5 is an accredited software package under The Nationwide Home Energy Rating Scheme (NatHERS) and is qualified to perform the rating as per the requirements of The National Construction Code (NCC) Part 3.12, using NatHERS accredited software to achieve the specified star rating and contribute to the *Alternative Performance Solution* as per NCC part 3.12.0 (a)(i).

The heating and cooling scores show how much heat energy must be added or removed to maintain comfortable conditions within the home. They are based on a standard set of occupancy conditions used for rating purposes only. They do not reflect actual energy consumption and are not to be used for calculating heating and cooling system requirements.

---

#### Development information

---

The proposed development involves the construction of **Two Double Storey Unit dwellings** (class 1). The project is Located at **18 EBONY DRIVE BUNDOORA VIC 3083**. Situated in a developed residential area and surrounded by existing homes and established vegetation, the development is in an area of *Suburban Exposure*, as per NatHERS tech note (category 3 wind-shielding).

The aerial image below depicts the existing neighbouring buildings at the time of this rating, which along with the documentation, will be considered in the assessment as potential shading screens, as per NatHERS tech note (part 10.12).



PLANNING & ENVIRONMENTAL SERVICES  
WWW.PLES.COM.AU  
Planning Permit No: PLN-40324  
Application Ref. No: PLN-41473  
Endorsed to show compliance with Condition (s) 3  
Sheet 3 of 50 Date: 18/08/2023

The basic building structural elements and components of a building including the roof, ceilings, walls and floors. These building elements are to be installed with a minimum of the added insulation values specified below:

- Refer to attached Detailed Summary of each unit

---

External Glazing: NCC - Part 3.12.2

---

The following performance values need to be achieved for each window system, as specified on plans.

- Refer to attached Detailed Summary of each unit

---

Building Sealing: NCC - Part 3.12.3

---

Building sealing procedures are to be as following:

- Mitigation of air leakage is paramount and must be considered in construction of all building elements. Unnoticed air leakage, drafts caused by poorly sealed external openings and construction gaps can affect the building occupants' sense of comfort, causing them to increase the use of artificial heating and cooling.
- All roofs, walls, floors etc are to be constructed in a manner that will minimise air leakage and all external doors and windows are to be adequately sealed by foam or rubber materials to prevent any air infiltration.
- Exhaust fans, Rangehoods must have an inbuilt draught seal or dampers, which must be self-close when the fan is not in operation. A chimney or flue serving an open solid fuel burning appliance is required to have a damper or flap fitted that can be closed (may be operated by the occupants).
- External door seals - for an effective seal, compression seals or bulb seals must be fitted to the door jamb, at the head and sides. (Refer to general notes and NCC 2019: Volume 2: Part 3.12.3 Building Sealing, for strategies that may be employed).
- Weather strips can be factory fitted or installed on site.
- Recessed downlights - All internal recessed downlights to be sealed and IC-4 Rated. The IC or insulation contact rating is a measure used to determine whether a recessed downlight is suitable to come in contact with building insulation. Consequently, there is no need to cut clearance around the downlights and therefore the insulation is not compromised.

---

Air Movement: NCC - Part 3.12.4

---

Air movement has been assessed as part of FirstRate assessment and has been taken into consideration as part of this star rating.

PLANNING & ENVIRONMENT ACT 1987  
WHITTLESEA PLANNING SCHEME  
Planning Permit No.: PLN-40324  
Application Ref. No.: PLN-41473  
Endorsed to show compliance with Condition (s) 3  
Sheet 4 of 50 Date: 18/08/2023

No heating or cooling services have been considered as part of this FirstRate assessment. It is assumed any mechanical ventilation systems requiring compliance to NCC will be addressed by the projects mechanical engineer.

Artificial lighting and power are to be limited throughout the building, a sufficient electrical design has been provided on plans and shows compliance to the NCC, table below indicating the required maximum wattages to be adhered to.

All external perimeter lighting must be installed as per the following specifications:

(i) be controlled by—

- (A) a daylight sensor; or
- (B) a time switch that is capable of switching on and off electric power to the system at variable pre-programmed times and on variable pre-programmed days; and
- (C) have an average light source efficacy of not less than 60 Lumens/W; or
- (D) be controlled by a motion detector

The table below indicates the required maximum artificial lighting and power wattages to be adhered to.

Zones	Maximum W/m <sup>2</sup>
Residence (Class 1)	4.0W/m <sup>2</sup> (a 20% reduction from The NCC allowance)
Garage (Class 10)	2.4W/m <sup>2</sup> (a 20% reduction from The NCC allowance)
Outdoor zones	3.2W/m <sup>2</sup> (a 20% reduction from The NCC allowance)

#### NatHERS Assessment - Results

The following table represents the results of the NatHERS energy assessments completed for the dwelling using FirstRate5 software. The report will identify that the dwelling achieves the minimum 6.0-star rating & 6.5 star rating average, required in accordance with The National Construction Code (NCC) Part 3.12 & Whittlesea City Council.

In order to satisfy 'Energy 1.2 Thermal Performance Rating – Residential' a Minimum average of 6.5-star rating must be achieved upon receiving working drawings.

#### BESS Assessment – Commitments

BESS assessment has been undertaken and the following items have been actioned or shown on the drawings or quantified in the assessment.

PLANNING & ENVIRONMENT ACT 1987  
WHITTLESEA PLANNING SCHEME  
Planning Permit No: PLN-40324  
Application Ref. No.: PLN-41473  
Endorsed to show compliance with Condition (s) 3  
Sheet 5 of 50 Date: 18/08/2023

BESS 52%	Commitments	Score
Management:		0%
➤ ESD officer present at PRE APP Meeting:	Not Present	
➤ Preliminary NatHERS:(Planning Permit Stage)	NatHERS Ratings are yet to be Completed(TBC at PP)	
➤ Building users guide issued:	None Supplied	
Water:		50%
➤ Purple Pipe or On-site Water Recycling:	None	
➤ Swimming pool:	None	
➤ Rainwater Tanks:	>2000L with Tap attached & Connected to Toilets	
➤ Bath Size:	Default or unrated	
➤ Fixtures, Fittings & Connections:		
○ Showerhead:	4 Star WELS (6-4.5 but <6.0)	
○ Kitchen Taps:	5 Star WELS or greater	
○ Bathroom Taps:	5 Star WELS or greater	
○ Dishwashers:	Default or unrated	
○ WC:	4 Star WELS or greater	
○ Washing Machine:	Default or unrated	
➤ Water Efficient Landscaping:	Yes	
Energy:		65%
➤ Installing a Solar Photovoltaic (PV) System:	No	
➤ Installing Other Renewable Energy System(s):	No	
➤ Energy Supply to Building:	Natural Gas & Electricity	
➤ Average NatHERS Rating:	6.5 Star Average	
➤ Heating System & Efficiency:	Reverse Cycle Space, 5 Star	
➤ Cooling System & Efficiency:	Refrigerative Space, 5 Star	
➤ Hot Water System:	Gas Instantaneous, 6 Star	
➤ Contribution from Hot Water:	0%	
➤ Clothesline:	Private Clothesline	
➤ Dryer:	None Provided	
➤ External Lighting:	Motion Sensor Controlled	
➤ Illumination Reduction to 4W/sqm:	Yes	
Stormwater:		100%
➤ STORM score achieved:	Refer to WSUD Plan (100% Min - 120% Best Practice)	
IEQ: (Indoor Environmental Quality)		80%
➤ Habitable Room Cross Ventilation:	Satisfied Cross Ventilation to Habitable Rooms	
➤ Double Glazing to Habitable Areas:	Windows are Double Glazed in Habitable Areas	
➤ External Shading to North, East & West	Unsatisfied External Shading Requirement	
➤ Min. 50% of Living Areas orientated to Nth	Satisfied North Orientation to Living Areas	
Transport:		50%
➤ Secure Bicycle Spaces:	0 Secure bicycles spaces (One Per Dwelling)	
➤ Electrical Vehicle Charging:	GPO Designated for Electric Vehicles	
Waste:		0%
➤ Min. 30% Reuse Existing Building?	Site is being Fully Redeveloped	
➤ Management of Food & Garden Waste:	None Present	

Urban Ecology:25%

- > Site Vegetation Cover:

31.1% Vegetated Area
- > Green Roofs, Walls:

None Present
- > Balcony Floor Waste & Tap:

No Tap & Floor Waste has been Annotated
- > Food Production:

No Areas Provided

Innovation:0%

- > Innovative Ideas/Measures Imposed:

None Imposed

PLANNING & ENVIRONMENT ACT 1987  
WHITTLESEA PLANNING SCHEME  
Planning Permit No: PLN-40324  
Application Ref. No.: PLN-41473  
Endorsed to show compliance with Condition (s) 3  
Sheet 7 of 50    Date: 18/08/2023

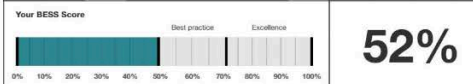
BESS Report

Built Environment Sustainability Scorecard



The BESS report outlines the sustainable design commitments of the proposed development at 18 Ebony Dr Burdocks Victoria 3083. The BESS report and accompanying documents and evidence are submitted in response to the requirement for a Sustainable Design Assessment or Sustainability Management Plan at Whittlesea City Council.

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



**Project details**

Address: 18 Ebony Dr Burdocks Victoria 3083  
Project no: E4DEEAC3-R1  
BESS Version: BESS-7

Site type: Multi dwelling (local occupancy, townhouse, villa unit etc)  
Account: costa.lionelty212@gmail.com  
Application no: PLN-40024  
Site area: 537.00 m<sup>2</sup>  
Building floor area: 390.00 m<sup>2</sup>  
Date: 21 July 2023  
Software version: 1.0.0-6.401

**QR Code**

**PLANNING & ENVIRONMENT**  
ACT 1987  
WHITTLESEA PLANNING  
SCHEME  
Planning Permit No: PLN-40024  
Application Ref. No: PLU-41473  
Endorsed to show compliance with  
Condition (s) 3  
Sheet 6 of 50 Date: 19/08/2023



Dwellings & Non Res Spaces

Dwellings			
Name	Quantity	Area	% of total area
Townhouse			
Unit 2	1	195 m²	50%
Unit 1	1	195 m²	50%
Total	2	390 m²	100%

PLANNING & ENVIRONMENT ACT 1987  
WHITTLESEA PLANNING SCHEME  
Planning Permit No.: PLN-40324  
Application Ref. No.: PLN-41473  
Endorsed to show compliance with  
Condition (s) 3  
Sheet 9 of 50 Date: 18/08/2023

Supporting information

Floorplans & elevation notes

Credit	Requirement	Response	Status
Water 3.1	Annotation: Water efficient garden details		+
Energy 3.3	Annotation: External lighting controlled by motion sensors		+
Energy 3.4	Location of clothes line (if proposed)		+
Stormwater 1.1	Location of any stormwater management systems (rainwater tanks, reargardens, buffer strips)		+
EQ 2.2	Annotation: Dwellings designed for 'natural cross flow ventilation' (if not all dwellings, include a list of compliant dwellings)		+
EQ 3.1	Annotation: Glazing specification (U-value, SHGC)		+
EQ 3.3	North-facing living areas		+
Transport 2.1	Location of electric vehicle charging infrastructure		+
Urban Ecology 2.1	Location and size of vegetated areas		+

Supporting evidence

Credit	Requirement	Response	Status
Energy 3.5	Average lighting power density and lighting type(s) to be used		+
Stormwater 1.1	STORM report or MUSIC model		+
EQ 2.2	A list of dwellings with natural cross flow ventilation		+
EQ 3.1	Reference to floor plans or energy modelling showing the glazing specification (U-value and Solar Heat Gain Coefficient, SHGC)		+
EQ 3.3	Reference to the floor plans showing living areas orientated to the north		+

Credit summary

Management Overall contribution 4.5%		0%
1.1 Pre-Application Meeting		0%
2.2 Thermal Performance Modelling - Multi Dwelling Residential		0%
4.1 Building Users Guide		0%



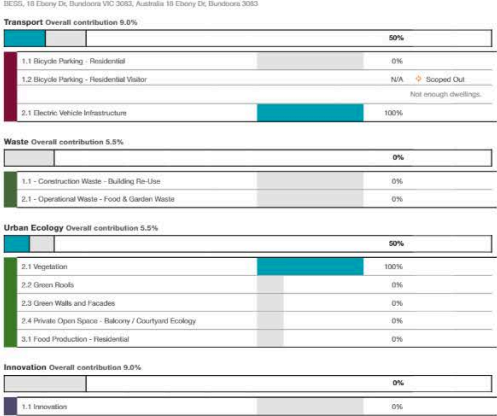
15 Ebony Dr, Bundora VIC 3083, Australia 15 Ebony Dr, Bundora 3083

Water Overall contribution 9.8%		
Minimum required 50%		50% <span>✓ Pass</span>
1.1 Potable Water Use Reduction		
		40%
3.1 Water Efficient Landscaping		
		100%
Energy Overall contribution 27.3%		
Minimum required 50%		50% <span>✓ Pass</span>
1.2 Thermal Performance Rating - Residential		
		16%
2.1 Greenhouse Gas Emissions		
		100%
2.2 Peak Demand		
		0%
2.3 Electricity Consumption		
		100%
2.4 Gas Consumption		
		100%
2.5 Wood Consumption		
		N/A <span>⚠</span> Scoped Out
No wood heating system present		
2.6 Electrification		
		0% <span>⚠ Disabled</span>
Circuit is available when project is declared to have no gas connection.		
3.2 Hot Water		
		100%
3.3 External Lighting		
		100%
3.4 Clothes Drying		
		100%
3.5 Internal Lighting - Houses and Townhouses		
		100%
4.4 Renewable Energy Systems - Other		
		0% <span>⚠ Disabled</span>
No other (non-solar PV) renewable energy is in use.		
4.5 Solar PV - Houses and Townhouses		
		0% <span>⚠ Disabled</span>
No solar PV renewable energy is in use.		
Stormwater Overall contribution 13.5%		
Minimum required 100%		100% <span>✓ Pass</span>
1.1 Stormwater Treatment		
		100%
EQ Overall contribution 16.5%		
Minimum required 50%		80% <span>✓ Pass</span>
2.2 Cross Flow Ventilation		
		100%
3.1 Thermal Comfort - Double Glazing		
		100%
3.2 Thermal Comfort - External Shading		
		100%
3.3 Thermal Comfort - Orientation		
		100%

PLANNING & ENVIRONMENT ACT 1987  
WHITTLY COUNCIL PLANNING SCHEME  
Planning Permit No: PLN-40324  
Application Ref. No: PLN-41473  
Endorsed to show compliance with  
Condition (s) 3  
Sheet 10 of 50 - Date: 18/08/2023

The Built Environment Sustainability Scorecard is  
For more details see [www.bess.net.au](http://www.bess.net.au)

Page 3 of 14



PLANNING & ENVIRONMENT ACT 1987  
WHITTLESEA PLANNING SCHEME  
Planning Permit No: PLN-40324  
Application Ref No: PLN-41473  
Endorsed to show compliance with  
Condition (s) 3  
Sheet 11 of 50 Date: 18/08/2023

Credit breakdown

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

PLANNING & ENVIRONMENT ACT 1987  
WHITTLESEA PLANNING SCHEME  
Planning Permit No: PLN-40324  
Application Ref. No: PLN-41473  
Endorsed to show compliance with Condition  
(s) 3  
Sheet 12 of 50 Date: 18/08/2023

<b>Water Approach</b>	
What approach do you want to use for Water?:	Use the built in calculation tools
<b>Project Water Profile Question</b>	
Do you have a reticulated third pipe or an on-site water recycling system?:	No
Are you installing a swimming pool?:	No
Are you installing a rainwater tank?:	Yes
<b>Water fixtures, fittings and connections</b>	
Showerhead: All	4 Star WELS (≥ 4.5 but <= 6.0)
Bath: All	Default or unrated
Kitchen Taps: All	≥ 5 Star WELS rating
Bathroom Taps: All	≥ 5 Star WELS rating
Dishwashers: All	Default or unrated
WC: All	≥ 4 Star WELS rating
Urinals: All	Scope out
Washing Machine Water Efficiency: All	Occupant to install
Which non-potable water source is the dwelling/pace connected to?:	
Unit 1	RWT 1
Unit 2	RWT 2
Non-potable water source connected to Toilets: All	Yes
Non-potable water source connected to Laundry (washing machines): All	No
Non-potable water source connected to Hot Water System: All	No
<b>Rainwater Tanks</b>	
What is the total roof area connected to the rainwater tank?:	
RWT 1	106 m²
RWT 2	106 m²
Tank Size:	
RWT 1	2,000 Litres
RWT 2	2,000 Litres
Irrigation area connected to tank:	
RWT 1	41.9 m²
RWT 2	41.9 m²
Is connected irrigation area a water efficient garden?:	
RWT 1	No
RWT 2	No
Other external water demand connected to tank?:	
RWT 1	-
RWT 2	-



PLANNING & ENVIRONMENT ACT 1987  
WHITTLESEA PLANNING SCHEME  
Planning Permit No: PLN-40324  
Application Ref. No: PLN-41473  
Endorsed to show compliance with  
Condition (s) 3  
Sheet 13 of 50 Date: 18/08/2023

3.1 Potable Water Use Reduction		40%
Score Contribution	This credit contributes 83.3% towards the category score.	
Criteria	What is the reduction in total potable water use due to efficient fixtures, appliances, rainwater use and recycled water use? To achieve points in this credit there must be >25% potable water reduction.	
Output	Reference	
Project	509 kL	
Output	Proposed (excluding rainwater and recycled water use)	
Project	411 kL	
Output	Proposed (including rainwater and recycled water use)	
Project	230 kL	
Output	% Reduction in Potable Water Consumption	
Project	54 %	
Output	% of connected demand met by rainwater	
Project	89 %	
Output	How often does the tank overflow?	
Project	Often	
Output	Opportunity for additional rainwater connection	
Project	163 kL	
3.1 Water Efficient Landscaping		100%
Score Contribution	This credit contributes 16.7% towards the category score.	
Criteria	Will water efficient landscaping be installed?	
Question	Criteria Achieved ?	
Project	Yes	

PLANNING & ENVIRONMENT ACT  
1987  
WHITTLESEA PLANNING SCHEME  
Planning Panel No. PUN-40324  
Application Ref. No. - PUN-41473  
Endorsed to show compliance with  
Condition (p. 3)  
Sheet 14 of 56 Date: 16/08/2023

<b>Dwellings Energy Approach</b>	
What approach do you want to use for Energy?:	Use the built in calculation tools
<b>Project Energy Profile Question</b>	
Are you installing any solar photovoltaic (PV) systems?:	No
Are you installing any other renewable energy system(s)?:	No
Energy Supply:	Electricity & Natural Gas
<b>Dwelling Energy Profiles</b>	
Below the floor is: All	Ground or Carpark
Above the ceiling is: All	Outside
Exposed sides: All	3
NatHERS Annual Energy Loads - Heat: All	95.0 MJ/sqm
NatHERS Annual Energy Loads - Cool: All	22.0 MJ/sqm
NatHERS star rating: All	6.5
Type of Heating System: All	A Gas space
Heating System Efficiency: All	4 Star
Type of Cooling System: All	Refrigerative space
Cooling System Efficiency: All	4 Stars
Type of Hot Water System: All	J Gas Instantaneous 6 star
% Contribution from solar hot water system: All	-
Clothes Line: All	D Private outdoor clothesline
Clothes Dryer: All	A No clothes dryer
<b>1.2 Thermal Performance Rating - Residential</b> 16%	
Score Contribution	This credit contributes 27.3% towards the category score.
Criteria	What is the average NatHERS rating?
Output	Average NATHERS Rating (Weighted)
Townhouse	6.5 Stars
<b>2.1 Greenhouse Gas Emissions</b> 100%	
Score Contribution	This credit contributes 9.1% towards the category score.
Criteria	What is the % reduction in annual greenhouse gas emissions against the benchmark?
Output	Reference Building with Reference Services (BCA only)
Townhouse	11,139 kg CO2
Output	Proposed Building with Proposed Services (Actual building)
Townhouse	7,562 kg CO2
Output	% Reduction in GHG Emissions
Townhouse	32 %

**PLANNING & ENVIRONMENT ACT**  
1987  
**WHEATLESEA PLANNING SCHEME**  
Planning Permit No: PL14-40324  
Application Ref. No.: PL14-1473  
Endorsed to show compliance with  
Condition (c) 3  
Sheet 15 of 50 Date: 18/08/2023

<b>2.2 Peak Demand</b>		0%
Score Contribution	This credit contributes 4.5% towards the category score.	
Criteria	What is the % reduction in the instantaneous (peak-hour) demand against the benchmark?	
Output	Peak Thermal Cooling Load - Baseline	
Townhouse	27.6 kW	
Output	Peak Thermal Cooling Load - Proposed	
Townhouse	27.8 kW	
Output	Peak Thermal Cooling Load - % Reduction	
Townhouse	-1 %	
<b>2.3 Electricity Consumption</b>		100%
Score Contribution	This credit contributes 9.1% towards the category score.	
Criteria	What is the % reduction in annual electricity consumption against the benchmark?	
Output	Reference	
Townhouse	4,648 kWh	
Output	Proposed	
Townhouse	1,879 kWh	
Output	Improvement	
Townhouse	59 %	
<b>2.4 Gas Consumption</b>		100%
Score Contribution	This credit contributes 9.1% towards the category score.	
Criteria	What is the % reduction in annual gas consumption against the benchmark?	
Output	Reference	
Townhouse	124,468 MJ	
Output	Proposed	
Townhouse	109,835 MJ	
Output	Improvement	
Townhouse	11 %	
<b>2.5 Wood Consumption</b>		N/A  Scoped Out
This credit was scoped out	No wood heating system present	
<b>2.6 Electrification</b>		0%  Disabled
This credit is disabled	Credit is available when project is declared to have no gas connection.	

PLANNING & ENVIRONMENT ACT  
1987  
WHITTLESEA PLANNING  
SCHEME  
*Planning Scheme No. 11 of 2004*



<b>3.2 Hot Water</b>		100%
Score Contribution	This credit contributes 4.5% towards the category score.	
Criteria	What is the % reduction in annual energy consumption (gas and electricity) of the hot water system against the benchmark?	
Output	Reference	
Townhouse	40,704 MJ	
Output	Proposed	
Townhouse	29,333 MJ	
Output	Improvement	
Townhouse	27 %	
<b>3.3 External Lighting</b>		100%
Score Contribution	This credit contributes 4.5% towards the category score.	
Criteria	Is the external lighting controlled by a motion detector?	
Question	Criteria Achieved ?	
Townhouse	Yes	
<b>3.4 Clothes Drying</b>		100%
Score Contribution	This credit contributes 4.5% towards the category score.	
Criteria	What is the % reduction in annual energy consumption (gas and electricity) from a combination of clothes lines and efficient driers against the benchmark?	
Output	Reference	
Townhouse	1,500 kWh	
Output	Proposed	
Townhouse	300 kWh	
Output	Improvement	
Townhouse	80 %	
<b>3.5 Internal Lighting - Houses and Townhouses</b>		100%
Score Contribution	This credit contributes 4.5% towards the category score.	
Criteria	Does the development achieve a maximum illumination power density of 4W/sqm or less?	
Question	Criteria Achieved?	
Townhouse	Yes	
<b>4.4 Renewable Energy Systems - Other</b>		0%    ⓪ Disabled
This credit is disabled	No other (non solar PV) renewable energy is in use.	
<b>4.5 Solar PV - Houses and Townhouses</b>		0%    ⓪ Disabled
This credit is disabled	No solar PV renewable energy is in use.	

PLANNING & ENVIRONMENT ACT  
1987  
WHITTLESEA PLANNING SCHEME  
Planning Permit No. PLN-40224  
Application Ref. No. PLN-41473  
Endorsed to show compliance with  
Condition (c) 3  
Sheet 17 of 50    Date: 18/08/2023


Stormwater Overall contribution 14% Minimum required 100%

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

IEQ Overall contribution 13% Minimum required 50%

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

PLANNING & ENVIRONMENT ACT  
1987  
WHITTLERSIA PLANNING SCHEME  
Planning Permit No. P14-4024  
Application Ref. No. P14-41473  
Endorsed to show compliance with  
Condition 14.2  
Sheet 16 of 50 Date: 18/09/2023

Transport		Overall contribution 4%
1.1 Bicycle Parking - Residential		0%
Score Contribution	This credit contributes 50.0% towards the category score.	
Criteria	How many secure and undercover bicycle spaces are there per dwelling for residents?	
Question	Bicycle Spaces Provided ?	
Project	-	
1.2 Bicycle Parking - Residential Visitor		N/A  Scrapped Out
This credit was scrapped out		Not enough dwellings.
2.1 Electric Vehicle Infrastructure		100%
Score Contribution	This credit contributes 50.0% towards the category score.	
Criteria	Are facilities provided for the charging of electric vehicles?	
Question	Criteria Achieved ?	
Project	Yes	

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

PLANNING & ENVIRONMENT ACT 1987  
WHITTLESEA PLANNING SCHEME  
Planning Permit No: PLN-40324  
Application Ref. No.: PLN-41473  
Endorsed to show compliance with  
Condition (s) 3  
Sheet 19 of 50 Date: 18/08/2023

10/6, 10 Ebony Dr, Bundoora VIC 3083, Australia 10 Ebony Dr, Bundoora 3083

Urban EcologyOverall contribution 3%

2.1 Vegetation

Score Contribution

This credit contributes 50.0% towards the category score

Criteria

How much of the site is covered with vegetation, equivalent to 3% percentage of the total site area?

Question

Percentage Achieved ?

Project

31 %

2.2 Green Roofs

Score Contribution

This credit contributes 12.5% towards the category score

Criteria

Does the development incorporate a green roof?

Question

Criteria Achieved ?

Project

No

2.3 Green Walls and Facades

Score Contribution

This credit contributes 12.5% towards the category score

Criteria

Does the development incorporate a green wall or green facade?

Question

Criteria Achieved ?

Project

No

2.4 Private Open Space - Balcony / Courtyard Ecology

Score Contribution

This credit contributes 12.5% towards the category score

Criteria

Is there a tap and floor waste on every balcony / in every courtyard?

Question

Criteria Achieved ?

Townhouse

No

3.1 Food Production - Residential

Score Contribution

This credit contributes 12.5% towards the category score

Criteria

What area of space per resident is dedicated to food production?

Question

Food Production Area

Townhouse

Min Food Production Area

Output

2 m²

InnovationOverall contribution 0%

1.1 Innovation

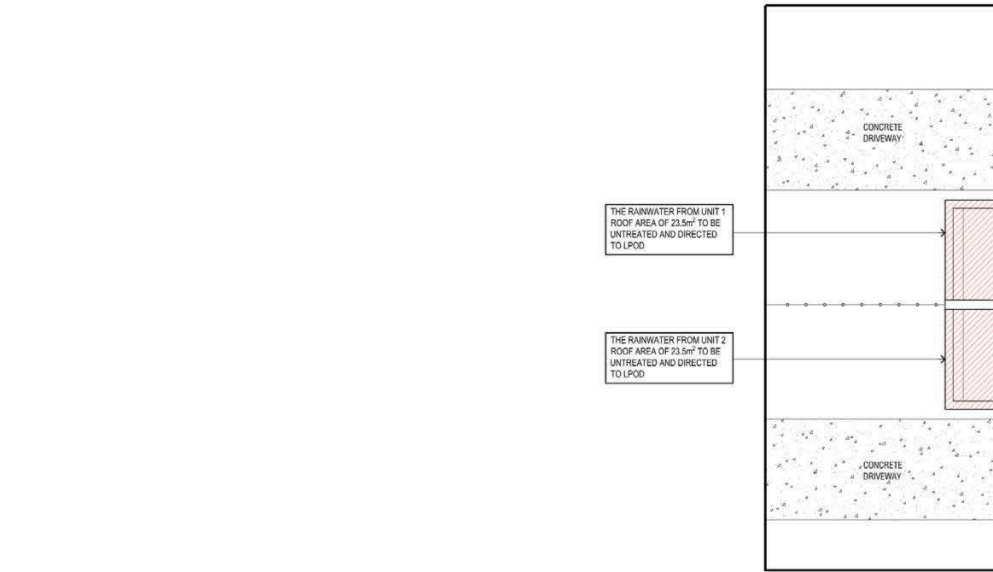
Score Contribution

This credit contributes 100.0% towards the category score

Criteria

What percentage of the innovation points have been claimed (10 points maximum)?

PLANNING & ENVIRONMENT ACT 1987  
WHITTLESEA PLANNING SCHEME  
Planning Permit No: PLN-40324  
Application Ref. No.: PLN-41473  
Endorsed to show compliance with Condition  
(b) 3  
Sheet 21 of 50 Date: 18/08/2023



MAINTENANCE GUIDELINES (EVERY 3-6 MONTHS)	
RAINWATER TANKS:	TO BE INSPECTED, INLET TO BE CLEANED REGULARLY. IF SLUDGE IS PRESENT, TANKS MUST BE DRAINED BY PROFESSIONAL PLUMBER AND CLEANED
GUTTERS AND DOWNPIPES:	TO BE INSPECTED AND CLEANED REGULARLY.
FIRST FLUSH DEVICES:	IF APPLICABLE, TO BE INSPECTED AND CLEANED REGULARLY.

WATER SENSITIVE URBAN DESIGN NOTES:	
ALL DRAINAGE TO BE DESIGNED AND CERTIFIED BY AUTHORIZED DRAINAGE ENGINEER	
EACH RAINWATER TANK IS TO BE CONNECTED TO ALL TOILETS IN EACH DWELLING	
GRAVITY FED OR FULLY CHARGED SYSTEM IS NECESSARY TO ACHIEVE THE MINIMUM ROOF CATCHMENT AREA IN ACCORDANCE WITH STORM REQUIREMENTS.	
THE OVERFLOW SYSTEMS FOR ALL RAINWATER TANKS MUST BE GRAVITY FED TO THE LEGAL POINT OF DISCHARGE AND NOT SERVICED BY OVERFLOW PUMPS	
THE TANKS MUST BE USED ONLY FOR REUSE WITHIN THE DWELLINGS, AND ARE COMPLETELY INDEPENDENT OF ANY DETENTION REQUIREMENTS (THROUGH THE LEGAL POINT OF DISCHARGE PROCESS)	
IN NO CASE WILL RAINWATER PIPES BE CHARGED UNDER THE SLAB	
GRAVITY FED SYSTEM TO BE USED WHEN HARVESTING STORMWATER FROM ROOF TO RAINGARDENS.	

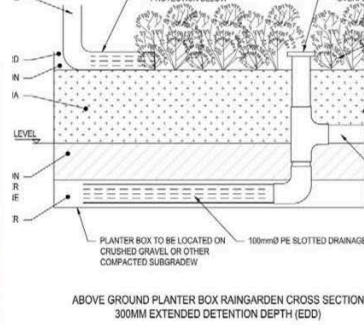
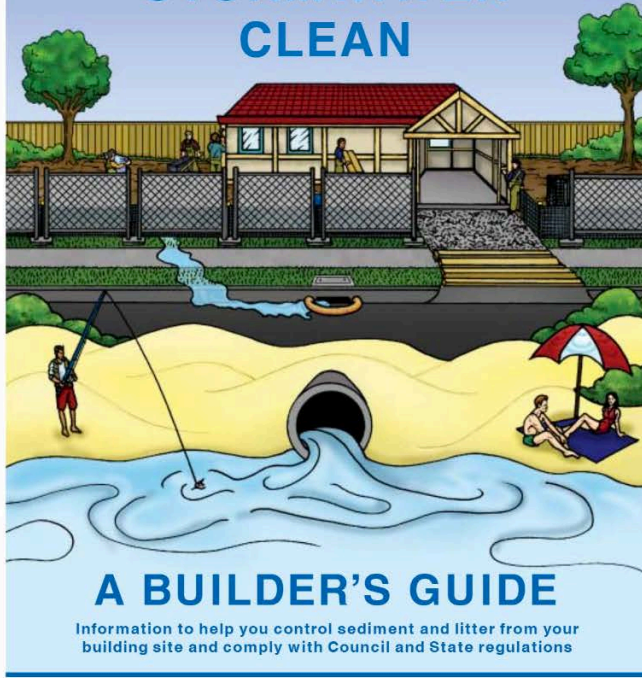
RAINGARDEN MAINTENANCE	
- WATER TO PROMOTE PLANT GROWTH AND SURVIVAL, ESPECIALLY DURING THE FIRST TWO YEARS AND DURING DRY SPELLS.	(FOLLOW
- INSPECT SITE FOLLOWING RAINFALL EVENTS. ADD/REPLACE VEGETATION IN ANY ERODED AREAS.	
- PRUNE AND WEED SWALE TO MAINTAIN APPEARANCE.	
- REMOVE ACCUMULATED TRASH AND DEBRIS.	
- REPLACE MULCH AS NEEDED.	
- INSPECT INFLOW AREA FOR SEDIMENT ACCUMULATION. REMOVE ANY ACCUMULATED SEDIMENT OR DEBRIS.	(SEMI-
- INSPECT SITE FOR EROSION AS WELL AS SEDIMENT AND MULCH WHICH HAVE BEEN MOVED AROUND IN THE GARDEN. ADD/REPLACE VEGETATION IN ANY ERODED AREAS.	
- INSPECT RAIN GARDEN FOR DEAD OR DYING VEGETATION. REPLACE VEGETATION AS NEEDED.	
- TEST PLANTING BED FOR PH. IF THE PH IS BELOW 5.2, LIMESTONE SHOULD BE APPLIED. IF THE PH IS ABOVE 8.0, IRON SULFATE AND SULFUR SHOULD BE APPLIED.	
- REMOVE AND REPLACE MULCH.	EVEI





PLANNING & ENVIRONMENT ACT 1987  
WHITTLESEA PLANNING SCHEME  
Planning Permit No. PLN-40324  
Application Ref. No. PN-41473  
Embodied to show compliance with Condition (s) 3  
Sheet 23 of 50 Date: 18/08/2023

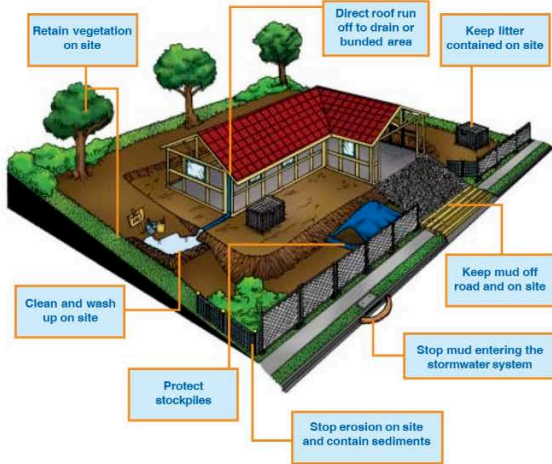
# KEEPING OUR STORMWATER CLEAN



## ACKNOWLEDGEMENTS

This revised booklet was originally produced with the support of the Victorian EPA, Melbourne Water, Cities of Kingston, Casey, Hume, Melbourne, Moreland and Moonee Valley.

Check Council requirements and plan before you start work on site



Supplier information for sediment & erosion control on page 3

## CONTENTS

### 6 SITE RULES TO KEEP STORMWATER CLEAN



#### SITE RULE 1

Check Council requirements and plan  
before you start work on site.

Page 4



#### SITE RULE 2

Stop erosion onsite and  
contain sediments.

Page 6



#### SITE RULE 3

Protect stockpiles.

Page 12



#### SITE RULE 4

Keep mud off road and on  
site.

Page 16



#### SITE RULE 5

Keep litter contained on site.

Page 18

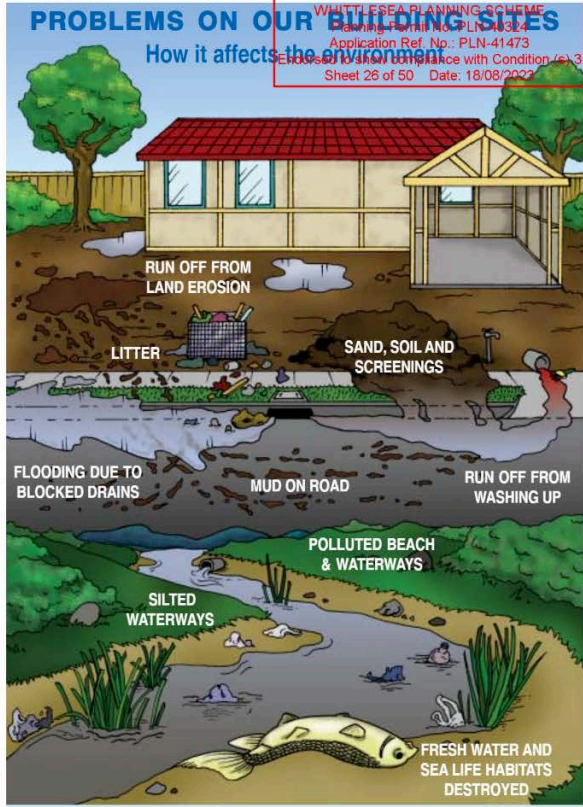


#### SITE RULE 6

Clean and wash up on site.

Page 21

Use the Site Management Plan..... Page 23



## WHY DO I NEED TO PROTECT OUR ENVIRONMENT?

### It's the law!

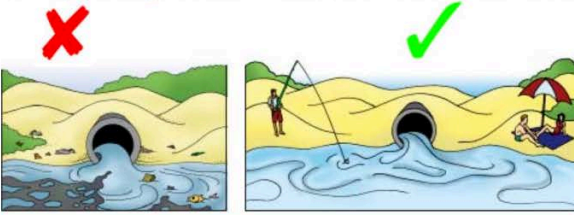
Sediment from building sites can pollute stormwater. There are State and local council laws which make this an offence.

The developer or person managing the building site has the responsibility of making sure that the stormwater is not polluted.

**Penalties apply for polluting stormwater.**



To enjoy using our environment - now and in the future



**Stormwater is not treated and carries pollution to local waterways and bays. Pollution in our stormwater can lead to short and long term damage to our environment.**

### To benefit builders

**The site looks good** (which is good for attracting new customers) **and you'll be helping to protect our environment.**

**The site has fewer hazards.** A well organised site has less loose material lying around causing a hazard. This reduces health and safety issues on a building site.

**Downtime is reduced.** A well managed and organised site is more efficient. This saves time and money.





## USEFUL SUPPLIER INFORMATION



This information is provided for helpful contact details only. The companies are not listed in any particular order and are not necessarily recommended over others that may provide similar services.

## SEDIMENT CONTROL

## Approximate Price:

Geofabric fencing  
100 m roll from \$55 to \$130  
stakes \$12 for 10  
Filter socks unfilled: 2 m \$4.50 filled \$8 - \$25

## Geofabrics Australasia

03 8586 9111 [www.geofabrics.com.au](http://www.geofabrics.com.au)  
Products: silt fencing

## Southern Geosynthetic Supplies

0419 478 238 [www.geosynthetics.com.au](http://www.geosynthetics.com.au)  
Products: Silt fences, Silt Sausages

## Statewide River &amp; Stream Management

03 9702 9757 [www.stateplanthire.com](http://www.stateplanthire.com)  
Products: silt fence, stakes, silt logs  
Installation service and site kits  
Approx cost: \$220 for 20 m frontage installed, \$88 self installation

## Treemax

03 98787 4111 [www.treemax.com.au](http://www.treemax.com.au)  
Products: filter fence, silt worm, silt sock

## Zerosion

0408 351 566 [www.zerosion.com.au](http://www.zerosion.com.au)  
Products: silt fence installation  
Approx cost: \$215 for up to 20 m frontage

## STABILISED DRIVEWAYS

For aggregate look under sand, soil and gravel in the Yellow Pages  
Recycled aggregate available from major suppliers.

## TEMPORARY DOWNPIPE

Available from major plumbing suppliers

**Art Plastic** 25 m rolls of temporary plastic downpipe  
approx: \$25

## Temporary Flexible Downpipe

03 9786 3711 [www.tfd.com.au](http://www.tfd.com.au)  
\$135 per kit - does 2-3 16 sq houses

## OTHER EQUIPMENT

## Coates Shorco Sykes 131994

Supply: silt fence \$125 100 m  
Hire: Rumble Grids \$180 p/week for 2 panels  
Hire: Environmental settlement tanks 4 m tank \$542 p/week

## PORTABLE TOILETS

See Toilets – Portable in the Yellow Pages

## TEMPORARY FENCING

See Fencing Contractors in the Yellow Pages

**Australian Temporary Fencing** 131716

**Victorian Temporary Fencing** 03 9484 4000

## BRICK AND TILE CUTTING

## Slop Mop Recycling Products

[www.slopmop.com.au](http://www.slopmop.com.au) 0418 825 301 Brikasaurus:  
capture and recycle waste water for brick and tile cutting operations.

Slopmop: water delivery & waste clean up system for use behind concrete saws and grinders.

## Useful information is available from:

## Master Builders Green Living Builders

[www.mbav.com.au](http://www.mbav.com.au)

## HIA GreenSmart Program

[www.greensmart.com.au](http://www.greensmart.com.au)

## Keep Australia Beautiful Victoria – CleanSites

Program

<http://www.kabv.org.au/>

## Victorian Litter Action Alliance

<http://www.litter.vic.gov.au>

## Environment Protection Agency Victoria

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

See Publication 981 – Reducing stormwater pollution from construction sites

Melbourne Water

[www.melbournewater.com.au](http://www.melbournewater.com.au)



## SITE RULE 1

### Check Council requirements and plan before you start work on site.



## Questions to ask BEFORE you start

Planning, BEFORE you start a job, will make a big difference to how well you manage your site. Check Council requirements for site management. Complete a site management plan (one can be found at the back of this booklet).

#### Where is the lowest point on the site?

Water always runs to the lowest point. It is important to know where this point is when planning your site. It will affect where you put your crossover, stockpile materials and sediment fence. Leave a buffer of vegetation along the lowest boundary.

#### Where will I put the crossover?

Try to put the crossover as far away from the lowest point as possible. As water runs to the lowest point it is more likely to be wet and muddy. [See Page 16.]

#### Where will I keep my stockpile?

Stockpiles are best kept on site, as far away from the lowest point as practical. [See Page 12.]

#### Where will I build my sediment control fence?

Sediment control fences should be built on the lowest side/s of a site prior to erecting a temporary fence. A flat site may not need sediment control fences. [See Page 9.] These are a primary management measure to keep sediment on site.

#### Which trees and vegetation will be kept on site?

Rope or fence off the areas you are going to keep. Keeping vegetation such as grassed areas will help to prevent damage to the surface of the site later on and may trap sediment. [See Page 7.]

#### Why fence my site?

Many councils require sites to be fenced. Site fencing helps to keep building activities to the site, helps stop movement of litter, and helps to keep a site safe by stopping members of the public wandering on site. [See Page 20.]



# SITE READY TO START JOB

### SITE MANAGEMENT PLAN

Building Conditions: \_\_\_\_\_ Date: \_\_\_\_\_  
 Site Address: \_\_\_\_\_  
 Contact Number: \_\_\_\_\_

Site Management Plan

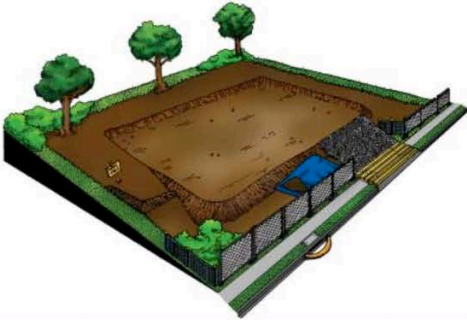
### CLEAN SITE CHECKLIST

Please photocopy to use on site

SITE DETAILS  
 Building: \_\_\_\_\_  
 Site Supervisor: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Site Address: \_\_\_\_\_  
 Contact Number: \_\_\_\_\_

SITE RULE	YES	NO
SITE RULE 1: Clean: Check requirements and plan before you start work on site	Craneless away from lowest point	<input type="checkbox"/>
	Backfill control fence on lowest site	<input type="checkbox"/>
	Backfill away from lowest point	<input type="checkbox"/>
	Backfill away from lowest point	<input type="checkbox"/>
SITE RULE 2: Stop erosion off site and erosion sediments	Backfill control fence in place	<input type="checkbox"/>
	Crane stays on high side of site	<input type="checkbox"/>
	Backfill away from lowest point	<input type="checkbox"/>
	Craneless away from lowest point	<input type="checkbox"/>
SITE RULE 3: Erosion sediments	Backfill away from lowest point	<input type="checkbox"/>
	Craneless away from lowest point	<input type="checkbox"/>
SITE RULE 4: Stop erosion off site and erosion sediments	Backfill away from lowest point	<input type="checkbox"/>
	Craneless away from lowest point	<input type="checkbox"/>
SITE RULE 5: Erosion sediments	Backfill away from lowest point	<input type="checkbox"/>
	Craneless away from lowest point	<input type="checkbox"/>
SITE RULE 6: Clean: Check requirements and plan before you start work on site	Craneless away from lowest point	<input type="checkbox"/>
	Backfill away from lowest point	<input type="checkbox"/>
	Backfill away from lowest point	<input type="checkbox"/>
	Backfill away from lowest point	<input type="checkbox"/>

For copy of plan & checklist photocopy pages 23 & 24.



## SITE RULE 2

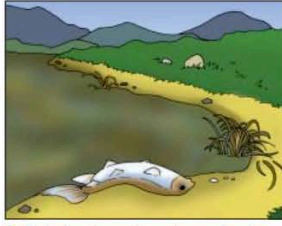
### Stop erosion and keep sediment on site

#### Why is erosion a problem?

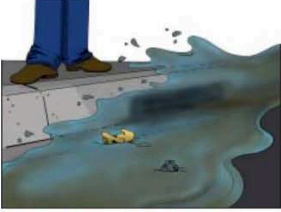
Sediment escaping from building sites can:



1. Make roads and footpaths slippery for vehicles and pedestrians, increasing public liability risk.



2. Enter the stormwater system and make stream and river water cloudy which can kill plants and animals in creeks and the bay.



3. Cause blockages to the stormwater system including the side entry pit and pipes, increasing the chance of flooding and requiring regular cleaning.

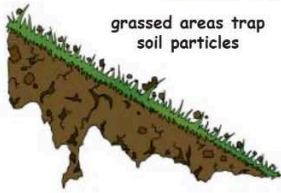


4. Overload and clog local stormwater filtration systems such as raingardens and swales.

# METHODS TO CONTROL EROSION

## Control Method 1 - Keep areas of vegetation as a buffer strip at the site boundary.

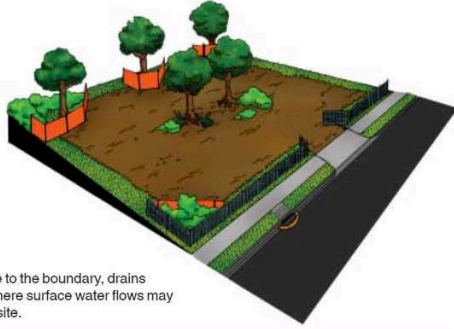
To prevent sediment leaving site use existing grassed areas and a sediment control fence.



Vegetation helps protect the soil from the effects of rain and surface water by:

- Slowing the flow of water across the ground. Fast water is able to carry more soil particles off site
- Holding the soil together and minimising erosion
- Acting as a filter to trap soil particles.

Decide what areas of vegetation you are going to keep on site. Mark and protect trees, shrubs and grassed areas that you are keeping. Then apply for the relevant permits to remove vegetation.



Protect areas close to the boundary, drains and gutters, and where surface water flows may carry sediment off site.

### Control Method 2 - Early downpipe connection



PLANNING & ENVIRONMENT ACT 1987  
WHITTLESEA PLANNING SCHEME  
Planning Permit No: PLN-40324  
Application Ref. No.: PLN-41473  
Endorsed to show compliance with Condition (s) 3  
Connecting downpipes to the stormwater  
on-site detention system has a number of  
benefits:

- Less drainage problems on site
- Less mud on site after rain
- A safer site
- Reduce damage to building foundations
- Less downtime after storms
- Projects get finished sooner.

Aim to have the downpipes connected as soon as  
the roof is installed (temporary or permanent).

### Control Method 3 - Pipe roof water onto a grassed or banded area.

If you cannot connect to the stormwater system, pipe the water away from the building onto a vegetated area where there is good ground cover or to a banded area.

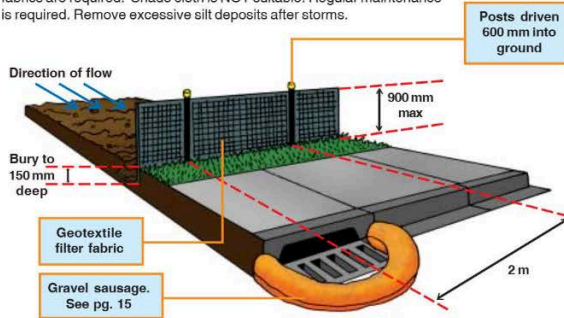


This lets water seep into the ground with less damage to the surface of the soil.

## METHODS TO CONTAIN SEDIMENT ON SITE

### Method 1 - Sediment Control Fences

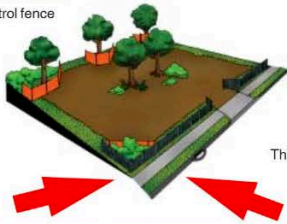
Sediment control fences stop sediment from being washed off site. The fence allows muddy water to pond behind it and for sediment to settle as the water slowly filters through. Geotextile fabrics are required. Shade cloth is NOT suitable. Regular maintenance is required. Remove excessive silt deposits after storms.

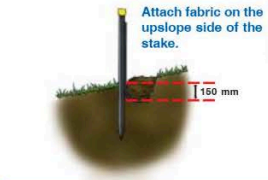


### TO BUILD A SEDIMENT CONTROL FENCE:

#### a) Identify the low point of site.

Place sediment control fence along boundaries where the low point is.





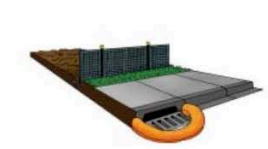
The trench will be used to bury the base of the sediment control fabric.  
 The trench should be 150 mm deep.



**c) Put in 1500 mm wooden posts (38 mm) or star pickets.**

Put 1.5 m star pickets at a maximum of 2 m apart and 600 mm deep.

Put 1.5 m wooden posts (38 mm) at 1.2 m intervals (max 2 m) and 600 mm deep.



**d) Fix geotextile to posts**

Geotextile material allows water to pass through but traps sediments.

Use cable ties or staples to attach the geotextile to the upslope side of the fence posts.

Only join fabric at the pickets with a 150 mm overlap (wrap around post).



**e) Spread volume of water.**

Put a star picket 1.5 m upslope of the others every 20 m (if the fence is longer than 20 m). This spreads the volume of water that flows through each section of fence.

Turn ends up slope to allow for ponding.

## Method 2 - Control dust and slurry from cutting

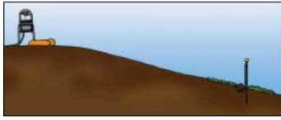
A large amount of dust can be made from cutting materials such as concrete, bricks and tiles. When mixed with water this material can be turned into slurry and washed into waterways. Cement changes the acidity of water which may then kill water plants and animals. The following methods will help keep this waste on site and out of the waterways:



### a) Cut materials on site

Choose a set area to do all your cutting. This area should be on the building site and away from all stormwater drains.

Equipment is available that captures water used in the cutting process (see page 3).



### b) Put sediment control filters downslope

Sediment logs should be placed downslope to catch cutting slurry. A back-up sediment fence may also be used.



### c) Use a gravel sausage or sediment log

When cutting must take place near stormwater drains, use gravel sausages or sediment logs.

Alternatively, you can buy sleeves from geotextile companies and fill these with sand. Always clean up and correctly dispose of captured sediment.



### d) Clean up when finished

When you have finished cutting, clean up your equipment in the cutting area.

Use a broom to clean up and get rid of the slurry where it can't get into the stormwater system. Dispose of in waste container

**DO NOT HOSE THE SLURRY AWAY**





## SITE RULE 3

### Contain stockpiles on site

#### Why are sand, soil and screenings a problem?

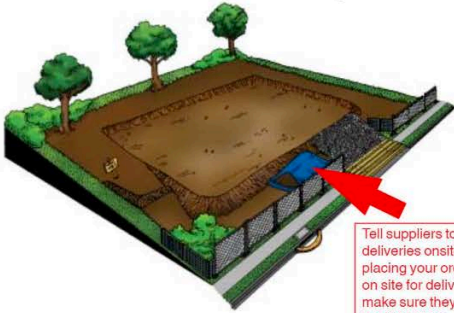


Sand, soil, screenings, dust or sludge from concrete and brick cutting, and other materials escaping from building sites can cause many problems.

Putting stockpiles such as sand, gravel, topsoil and mulch across footpaths and roads will cause a hazard to both vehicles and pedestrians.

Sediment can smother stormwater filtering systems including swales and raingardens.

Stockpiles should be stored on site, not on footpaths or roads.

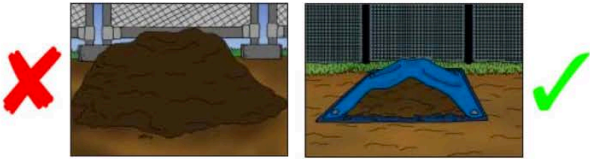


Tell suppliers to place deliveries onsite when placing your order or be on site for deliveries to make sure they are put in the right place.

Stockpiles not stored properly can be washed or blown away and pose the compliance risk.

This is particularly true of stockpiles that:

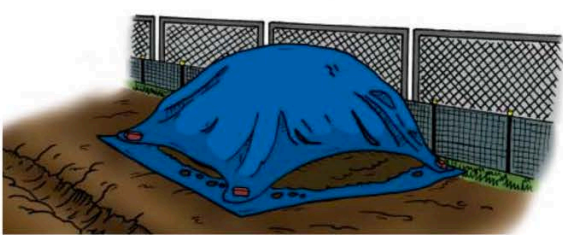
- Are high
- Have steep sides
- Are put on hard surfaces where they can be blown or washed away.



KEEPING STOCKPILES ON SITE

Place the stockpile in a designated area on site, and upslope of the sediment control fence.

If exposed for some time, stockpiles should be covered with a tarp.



In some cases it may be impossible to store stockpiles on site. In this case, a different set of control methods will be used.

## WHEN UNABLE TO STORE STOCKPILES ON SITE

You may have to store a stockpile off site (although never on the footpath, gutter or road). Contact the council to make sure that you have the appropriate council permits.

The council will tell you how stockpiles stored off site are to be managed. Materials may be stored on tarps or on pallets. Containers such as rubbish skips with opening sides that you can get into easily are a good idea.



**Material must not get into drains, gutters or the stormwater system**

The following control methods can be used when storing materials or working off site.

### Method 1 - Cover Stockpile

- Place a tarp, plastic or bunded pallet under the area where the stockpile will be placed.
- Place a secured covering over the stockpile.
- Then place sediment control logs around the downslope base of the stockpile.



Method 2 - Protect Downstream Stormwater Pit with a Gravel Sausage or Sediment Log

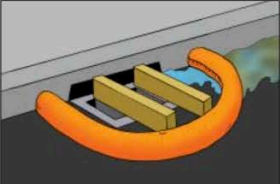
A gravel sausage or sediment log is a temporary collection device that can be used when stockpiles are stored or cutting is done off site. It is also a useful precautionary measure at all sites.



TO BUILD A GRAVEL SAUSAGE:

a) Make the sausage sleeve

A gravel sausage is made from a geotextile sleeve filled with 25 - 50 mm gravel. The gravel sausage should be 150 mm high.



b) Put the gravel sausage across the opening of the inlet pit

Make sure that the sausage is tight with the kerbing on the upslope side of the inlet pit and extends beyond the grate. There should be a 100 mm gap between the front of the pit and sausage. Use wooden blocks to keep the 100 mm gap.



c) Clean out gravel sausage regularly

When soil and sand builds up around the gravel sausage, this should be collected and disposed of on site.

Regular maintenance is required.

**DO NOT HOSE SEDIMENT DOWN THE GUTTER**



## SITE RULE 4

### Keep mud off road and on site

#### Why is mud a problem?

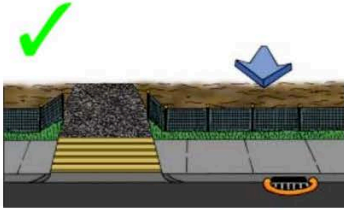
Two things happen when vehicles go on and off the site:

1. The surface area of the site is damaged making it dangerous.
2. Mud is carried back onto the roads and footpaths, and washes into the stormwater system.



## METHODS TO CONTROL MUD

The following simple methods will help you to protect the surface of your site and help stop vehicles from dropping mud on the road from their wheels. The best way to do this is to put crushed rock on the crossover or access point of your building site.



Putting crushed rock on the access point of your site is a good way to prevent damage and provide a dry access point for vehicles. Where possible park vehicles off site.

Make sure gravel does not collect in the gutter or on the footpath.

PLANNING & ENVIRONMENT ACT 1987  
WHITTLESEA PLANNING SCHEME  
Planning Permit No. PLN-40324  
Application Ref. No.: PLN-41473  
Endorsed to show compliance with Condition (s) 3  
Removal of aggregate or soil from  
road (or where concrete crossover ends) to  
nearest building point or a minimum of 5 m.

#### Control Method 1: Build a crushed rock crossover



Use road base or 40 mm aggregate or  
crushed rock to a depth of 200 mm.

Restrict vehicle access to this point.

#### Control Method 2: Keep to crushed rock path



Only drive where you need to. Keep to a  
set path (preferably on crushed rock).

#### Control Method 3: Remove mud from tyres



Use a shovel to remove mud from truck tyres  
before leaving site.

#### Control Method 4: Clean road



If mud goes on road, remove as much as  
possible and put it back on site.

Use a broom or a shovel.  
**DO NOT USE A HOSE.**



## SITE RULE 5

### Keep litter contained on site

Why is litter a problem?

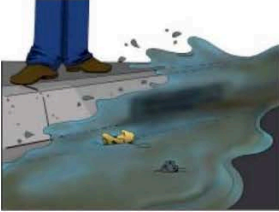


Many building sites have both building rubble and other rubbish spread across them.



**This causes many problems:**

You may now have an **UNSAFE WORK ENVIRONMENT!**  
This could increase the chance of legal and public liability problems



Litter blowing off site can block stormwater drains.



Litter may spoil local creeks and eventually find its way to the coast.

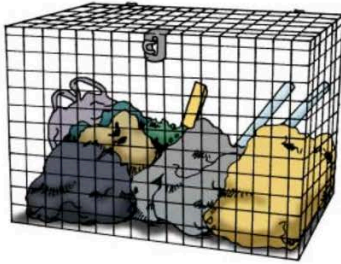


## METHODS TO CONTROL LITTER

The following simple methods will help you to stop litter leaving your site or being a hazard on site.

### Control Method 1: Litter bins or covered skips

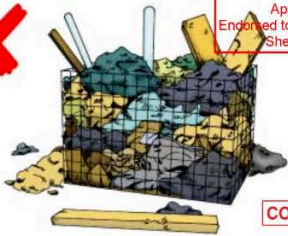
A mesh bin with a closeable lid is suitable for larger items like cardboard boxes, plastic wrapping and polystyrene.



Mesh to be 50 mm  
or smaller



A smaller bin is okay for smaller rubbish like paper, food wrapping and drink containers that may be blown off site. Council bins may be restricted from building sites.



PLANNING & ENVIRONMENT ACT 1987  
WHITTLESEA PLANNING SCHEME  
Planning Permit No: PLN-40324  
Application Ref. No.: PLN-41473  
Endorsed to show compliance with Condition (s) 3  
Sheet 45 of 50 Date: 18/08/2023

Empty the litter bin regularly.  
Don't allow overflow. Where possible, collect the materials from the litter bin for recycling and/or keep different materials in separate bins.

**CONSIDER A RECYCLING BIN**

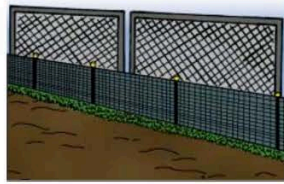
### Control Method 2: Site fencing

Site fencing will help to keep litter from being carried off site by wind or water and provide security.

**A FENCE DOES NOT NEGATE THE NEED FOR A BIN.**



Check council requirements for temporary fencing and avoid trip hazards on footpath.



Remember to install a sediment control fence prior to installation of the temporary fence.



## SITE RULE 6

### Clean and wash up on site

#### Why is washing up a problem?



When cleaning up after painting, plastering or concreting it's most important to keep the wash water out of the stormwater system.

Problems to the environment include:

1. Oil based paints form a thin film over the surface of the water.  
This starves water plants and animals of oxygen
2. Paints and petrol chemicals can contain toxic compounds
3. Concrete changes the acidity of waterways which can kill water plants and animals. Concrete washings can harden and block drains
4. Roads around a building site can become dirty, slippery and dangerous.



# METHODS TO CONTROL WASHING UP

The following simple methods will help you to stop the contamination of stormwater from paint, plaster or concrete washings.



### Control Method 1: Have a set washing up area

Choose a set area to do all your washing up. This area should be on the building site and away from all stormwater drains. It should be bunded and contain wash out barrels. You could use the same area you have chosen for tile and brick cutting. Contain chemicals and slurry onsite. Put sediment control fences downslope.

**NOTE: SEDIMENT CONTROL FENCES WILL NOT STOP CHEMICALS**

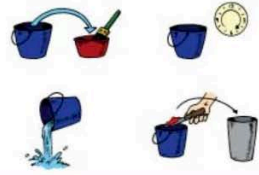
### Control Method 2: Get rid of concrete slurry on site

Collect wash water from concrete mixers and pumps in a wheel barrow and get rid of it in your wash area. You can also safely get rid of concrete slurry by tipping small amounts in a ditch lined with plastic or geotextile liners. When the water evaporates or soaks into the surface the solids can then be put into a skip bin or recycled in construction or as road base.



### Control Method 3: Clean equipment off before washing

Brush dirt and mud off equipment before you wash it. Spin rollers and brushes to remove paint before you wash them in a wash out bin. You will then need less water to clean this equipment.



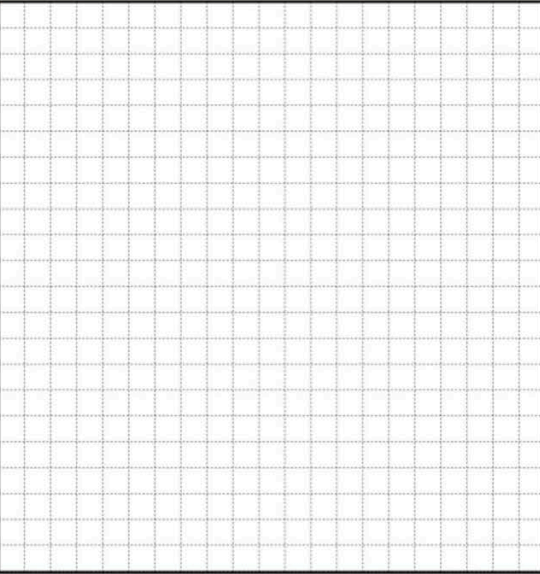
### Control Method 4: Clean painting tools carefully

Use one container to wash the brush and another to rinse it. Let the first container stand overnight to let solids settle. Then pour out the water on to the ground if it is not too dirty and put settled solids in a bin.

Wash oil based paints in solvent baths until clean. **DO NOT PUT THE SOLVENT ON THE GROUND.** Contact a waste disposal company for removal.

# SITE MANAGEMENT PLAN

Building Company: \_\_\_\_\_  
 Site Address: \_\_\_\_\_  
 Client Name: \_\_\_\_\_ Contact Number: ( ) \_\_\_\_\_



**LEGEND:**

- Bin	- Rumble grid	- Stabilised access point	- Vegetation to be retained
Scale: = 1 m	- Grass filter strip	- Silt fence	- Stockpile
- Nth	- Gravel sausage	- Skip	- Temporary Fencing
			- Wash up area

# CLEAN SITE CHECKLIST

Please photocopy to use on site

**SITE DETAILS:**

Building Company: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Site Supervisor: \_\_\_\_\_

Site Address: \_\_\_\_\_

Client Name: \_\_\_\_\_ Contact Number: ( ) \_\_\_\_\_

SITE RULE	TASK	CHECK
<b>SITE RULE 1 -</b> Check Council requirements and plan before you start work on site.	Crossover away from lowest point	<input type="checkbox"/>
	Sediment control fence on lowest side	<input type="checkbox"/>
	Stockpiles away from lowest point	<input type="checkbox"/>
	Marked trees and vegetation to keep on site	<input type="checkbox"/>
<b>SITE RULE 2 -</b> Stop erosion on site and contain sediments.	Sediment control fence in place	<input type="checkbox"/>
	Catch drains on high side of site	<input type="checkbox"/>
	Vegetation areas kept at boundary	<input type="checkbox"/>
	Gravel sausage at storm water pit	<input type="checkbox"/>
<b>SITE RULE 3 -</b> Protect stockpiles.	Downpipes set up as early as possible	<input type="checkbox"/>
	Base and cover for stockpiles	<input type="checkbox"/>
<b>SITE RULE 4 -</b> Keep mud off road and on site.	Gravel sausage at stormwater pit	<input type="checkbox"/>
	Crushed rock access point	<input type="checkbox"/>
	Vehicles keep to crushed rock areas	<input type="checkbox"/>
	Mud removed from tyres before leaving site	<input type="checkbox"/>
<b>SITE RULE 5 -</b> Keep litter contained on site.	Clean road if muddy	<input type="checkbox"/>
	Clean stormwater pit and maintain gravel sausage	<input type="checkbox"/>
	Litter bins in place with lid closed	<input type="checkbox"/>
	Site fencing in place	<input type="checkbox"/>
<b>SITE RULE 6 -</b> Clean and wash up on site.	Cutting and clean up area on site	<input type="checkbox"/>
	Clean equipment off before washing	<input type="checkbox"/>
	Sediment filters downslope	<input type="checkbox"/>
	Contain all washings on site	<input type="checkbox"/>

## 6 RULES FOR A CLEAN WORKSITE

### SITE RULE 1 -

**Check Council requirements and plan before you start work on site.**

### SITE RULE 2 -

**Stop erosion on site and contain sediments.**

### SITE RULE 3 -

**Protect stockpiles.**

### SITE RULE 4 -

**Keep mud off road and on site.**

### SITE RULE 5 -

**Keep litter contained on site.**

### SITE RULE 6 -

**Clean and wash up on site.**

This publication or parts of may be reproduced if accompanied by the following acknowledgement: "Reproduced with permission from EPA Victoria and Melbourne Water."



For copies of this guide please contact:  
Melbourne Water on 131 722  
or email [enquiry@melbournewater.com](mailto:enquiry@melbournewater.com)

Desktop publishing and editing was done by:

First published in 2002  
Second edition, revised, published 2002  
Third edition, revised, published September 2003  
Forth edition, revised, published October 2006





From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 18 July 2024 10:48 AM

PROPERTY DETAILS

Address: 18 EBONY DRIVE BUNDOORA 3083  
Lot and Plan Number: Lot 26 LP114748  
Standard Parcel Identifier (SPI): 26\LP114748  
Local Government Area (Council): WHITTLESEA [www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Council Property Number: 194746  
Planning Scheme: Whittlesea [Planning Scheme - Whittlesea](#)  
Directory Reference: Melway 10 A8

UTILITIES

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

STATE ELECTORATES

Legislative Council: NORTH-EASTERN METROPOLITAN  
Legislative Assembly: BUNDOORA

OTHER

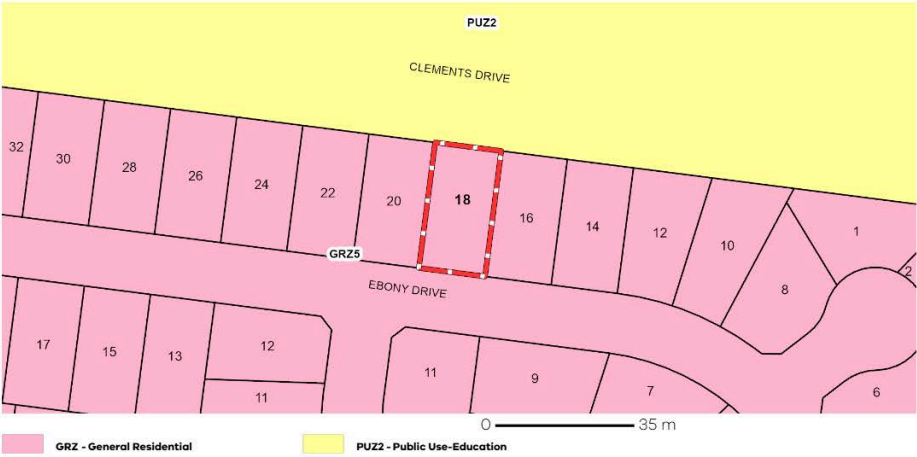
Registered Aboriginal Party: Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 5 \(GRZ5\)](#)



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

Copyright © - State Government of Victoria

**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.  
Read the full disclaimer at: <https://www.delwp.vic.gov.au/disclaimer>

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

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)  
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)



Further Planning Information

Planning scheme data last updated on 26 June 2024.

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

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

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

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

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

Copyright © - State Government of Victoria  
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.  
Read the full disclaimer at: <https://www.delwp.vic.gov.au/disclaimer>  
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## 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](https://www.vic.gov.au/vicplan) to measure the BPA.

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

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

## Native Vegetation

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

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

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

Copyright © - State Government of Victoria

**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

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

PLANNING PROPERTY REPORT: 18 EBONY DRIVE BUNDOORA 3083

Page 3 of 3

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

From [www.land.vic.gov.au](https://www.land.vic.gov.au) at 18 July 2024 10:47 AM

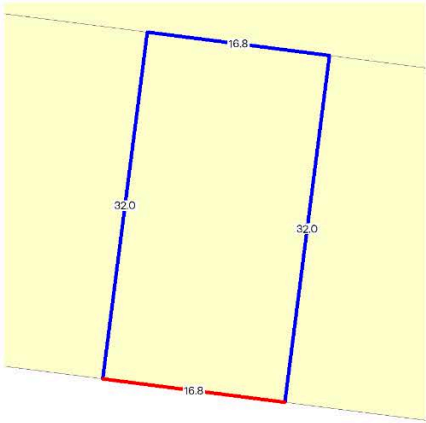
## PROPERTY DETAILS

Address: **18 EBONY DRIVE BUNDOORA 3083**  
Lot and Plan Number: **Lot 26 LP114748**  
Standard Parcel Identifier (SPI): **26\LP114748**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **194746**  
Directory Reference: **Melway 10 A8**

[www.whittlesea.vic.gov.au](https://www.whittlesea.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 538 sq. m  
**Perimeter:** 98 m  
For this property:  
— Site boundaries  
— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links:

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

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

Copyright © - State Government of Victoria

**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

PROPERTY REPORT: 18 EBONY DRIVE BUNDOORA 3083

Page 1 of 2

Area Map



## 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](https://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.