

Contract of Sale of Real Estate

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address **1 Heather Ave, Thomastown 3074**

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 that 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/...../2025

Print name(s) of person(s) signing:

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/...../2025

Print name(s) of person(s) signing: **CHUFA HUANG**

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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.

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act* 2004, under section 53A of the *Estate Agents Act* 1980.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

Particulars of sale

Vendor's estate agent

Harcourts Rata & Co Thomastown
Unit 1/337 Settlement Road, Thomastown, VIC 3074

Email: sold@rataandco.com.au

Tel: (03) 9465 7766

Mob:

Fax:

Ref:

Vendor

CHUFA HUANG

Email:

Vendor's legal practitioner or conveyancer

EJ Conveyancing

Suite 6&7, 64-66 Kingsway, Glen Waverley VIC 3150

Email: admin@ejconveyancing.com.au

Tel: 03 9560 8160

Mob:

Fax: 03 8678 1137

Ref: LL:251362

Purchaser

Name:

.....

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10889	Folio	528	29	LP085630
Volume		Folio			

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: **1 Heather Ave, Thomastown 3074**

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

Fixed floor covering, light fitting, window furnishing of a permanent nature as inspected.

Payment (general condition 11)

Price \$

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

Balance \$ payable at settlement

GST (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

Settlement (general condition 10)**is due on**

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

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

Lease (general condition 1.1)

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

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

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

Terms contract (general condition 23)

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

Loan (general condition 14)

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

Lender:

Loan amount

Approval date:

Building report ☐ Special condition 22 applies only if the box is checked

Pest report ☐ Special condition 23 applies only if the box is checked

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

Special conditions

Special Conditions

1. Auction Rules

- 1.1 This property is offered for sale by Auction, subject to the Vendor's reserve price.
- 1.2 The rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.

1B – Foreign resident capital gains withholding

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 1B.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 1B.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so.
- 1B.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition; despite
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
 - (a) the 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
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 1B.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late

payment of the amount.

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

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 3 applies, if the following box is marked "EC"

EC

- (a) 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 lodgement 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.
- (b) A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- (c) 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.
- (d) 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.
- (e) The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- (f) 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 lodgement.
- (g) 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(f) has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) This Contract has been specified as being conducted on the PEXA electronic system. Should the purchaser representative be unable or unwilling to conduct the file on the PEXA platform, the purchaser will
 - a. Pay, at settlement, vendors representative legal costs of \$220 (inclusive of GST); and
 - b. Make allowance to the Vendor for the difference between paper and electronic registration fees by the Vendor

Unless and otherwise the vendors representative advice that the settlement cannot be transacted over PEXA platform, the purchaser is not liable for any fee mentioned on special condition clause 3 (k).

4. Definition and interpretation

4.1 Definitions

In this Contract, capitalised terms have the meaning given to them in the Particulars of Sale and, unless the context requires otherwise:

- (a) *Business Day* means a day other than a Saturday, Sunday or public holiday in Melbourne;
- (b) *Claim* includes any objection, requisition, set-off or claim for compensation or damages against the vendor, delay in settlement, reduction, withholding or delay in payment of the price or rescission or termination of this Contract or any attempt to do so;
- (c) *Contract* means this contract of sale of real estate and includes any annexures and schedules;
- (d) *Corporations Act* means the Corporations Act 2001 (Cth);
- (e) *Day of Sale* means the date on which the last of the Purchaser and the Vendor have signed this Contract;
- (f) *Deposit Interest* means any interest earned on the Deposit less any relevant fees, taxes (including any amount required to be withheld under income tax legislation where a tax file number has not been advised) and charges;
- (g) *Encumbrance* means any mortgage, security interest, pledge, lien, lease, license occupancy right, easement, restrictions, covenant or similar right or interest of any kind except as disclosed in the Vendor Statement;
- (h) *FIRB* means the Foreign Investment Review Board;
- (i) *Guarantee and Indemnity* means a guarantee and indemnity in the form attached to this Contract;
- (j) *Land* means the land described in the Particulars of Sale as the land sold;
- (k) *Law* includes any statute, rule, regulation, proclamation, ordinance or by-law (whether present or future);
- (l) *Owners Corporation* means any owners corporation affecting the Land and, where the context requires, any owners created by registration of the Plan of Subdivision;
- (m) *Owner Corporation Rules* means the rules of the Owners Corporation and any variations or additions to the same made by the vendor pursuant to this Contract from time to time;
- (n) *Particulars of Sale* means the particulars of sale attached to and forming part of this Contract;
- (o) *Price* means the amount specified as the price in the Particulars of Sale;
- (p) *Property* means the land together with any improvements being sold by this Contract;
- (q) *Responsible Authority* means any governmental or non-governmental, semi-governmental, local, administrative, municipal or statutory body, department, commission, authority, tribunal, body or other entity (whether public or private) exercising statutory rights, powers or duties or having authority or jurisdiction over the Land, any building works, building or to whose systems the Land, the building works or the building are or will be connected;
- (r) *Restrictive Covenant* means the Restrictive Covenant in the form attached to the Vendor's Statement (if any);
- (s) *Sale of Land Act* means *Sale of Land Act* 1962 (Vic);
- (t) *Services* means all water, sewerage, drainage, gas, electricity, telephone or other installations, services and utilities;
- (u) *Settlement* means the date on which this Contract is due to be completed by the parties;

- (v) *Vendor's Statement* means a statement made by the vendor under section 32 of the *Sale of Land Act*, a copy of which is attached to this Contract.

4.2 Interpretation

In the interpretation of this Contract, unless the context otherwise requires:

- (a) the headings are inserted only as a matter of convenience and do not affect the interpretation of this Contract;
- (b) the singular includes the plural and vice versa and words of one gender include the other genders;
- (c) where two or more persons are named as a party to this Contract, the representations, warranties, covenants, obligations and rights given, entered into or conferred (as the case may be), bind them jointly and each of them severally;
- (d) a reference to any party to this Contract or any other document or arrangement includes that party's successors, substitutes, permitted assigns, executors and administrators;
- (e) where a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (f) person includes a natural person, corporation, body corporate, unincorporated association, firm or an Authority or body (whether it be any government, semi-government, municipal, statutory or other Authority or body);
- (g) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, the legislation or legislative provision;
- (h) a reference to any agreement or document is to that agreement or document (and where applicable, any of its provisions) as varied, amended, novated, supplemented or replaced from time to time;
- (i) a reference to include or including means includes, without limitation, or including, without limitation, respectively;
- (j) anything includes each part of it;
- (k) any reference to time in this Contract is a reference to time in Melbourne; and
- (l) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract.

5. General conditions

5.1 Special Conditions prevail

If there is any conflict between any of the Special Conditions and the General Conditions, the Special Conditions will prevail to the extent of the conflict.

5.2 Variations

The following amendments to the general conditions are incorporated into this Contract:

- (a) Insert a new general condition 2.8 as follows:

"If general condition 2.6 applies, the purchaser acknowledges and agrees that the purchaser must not and will have no right to commence proceedings for a breach (if any) of the warranties set out in general condition 2.6 if the purchaser knew or ought reasonably to have known of the existence of the breach at the time of execution of this Contract."
- (b) General Condition 15.3 is added:
 - (a) *The purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 15, if required by the vendor.*
 - (b) *If, as a result of the Purchasers failure to settle this Contract as required before 31 December in any one year, settlement takes place the following year and Land Tax is assessed for that following year against the Vendor, the Purchaser shall be responsible for the title amount of Land Tax assessed against the property regardless of the Vendor's other land holdings.*
- (c) The following words are inserted at the end of General Condition 22:

"on the conditions that the purchaser:

 - (i) *gives the vendor reasonable prior notice of its intention to enter the Property;*
 - (ii) *has accepted title to the Property;*
 - (iii) *enter the Property at its own risk in all things; and*

- (iv) *is responsible for and indemnified the vendor against all loss arising out of the purchaser exercising its rights under this condition."*
- (v) *allow purchaser to inspect property once before settlement.*
- (d) The word "2%" in General Condition 26 is deleted and be replaced with the word "6%".
- (e) The "reasonable costs" referred to in General Condition 27.2(b)(ii) includes \$500.00 plus GST for the preparation of a notice of default (or any lesser amount demanded by the Vendor); and
- (f) General Condition 28.4(a) is deleted and replaced with the following:
 - "(a) an amount equal to the greater of:*
 - (i) the deposit; and*
 - (ii) 10% of the price,*
 - is forfeited to the vendor as the vendor's absolute property, whether this amount has been paid or not; and..."*
- (g) General Conditions 8, 24.4, 24.5, 24.6 shall not apply to this contract.

6. Acknowledgements

6.1 Disclosure

The purchaser acknowledges receiving the Vendor's Statement prior to the signing of this Contract or any other documents relating to this sale.

6.2 Own inquiries

The purchaser acknowledges that prior to entering to this Contract it has satisfied itself by:

- (i) independent valuations and reports as to the value of the property;
- (ii) enquiry of the Responsible Authority as to the:
 - a. zoning and planning restrictions (including all reservations, planning approvals, permits and consents) on and in respect of the Property; and
 - b. use to which the property may be put and its development; and
- (iii) review of all relevant documents as to the encumbrances referred to in the Particulars of Sale and the Vendor's Statement.

6.3 Time of the essence

The purchaser agrees time remains of the essence of this Contract under General Condition 16.1 despite any extension of time (express or implied) granted by the vendor.

7. Identity of land

7.1 Purchaser's admissions

Without limiting the generality of General Condition 3, the purchaser admits, agrees and accepts that:

- (a) any boundary fence or wall is correctly located on the title boundary of the land; and
- (b) all structures or improvements on the land are contained wholly within the title boundaries and no structure or improvement of any adjoining property encroaches over or under the title boundaries to the land.

7.2 No Claims

The purchaser may not make any Claim, nor require the vendor to take or refrain from taking any action (including amending the title or contributing to any expense of amending the title), in respect of:

- (a) any deficiency in area measurements, boundaries, occupation title, starting point or otherwise of the Land or the land the subject of the Plan;
- (b) if applicable, any minor variations between the land as inspected by the purchaser including in the Lot or Lots as shown on the Plan and as appearing on the Plan as registered;
- (c) any minor variations between the number, size or location of lots presently appearing on the Plan and as appearing on the Plan as registered;
- (d) any renumbering of any lot on the Plan; or
- (e) any variation or alteration to the construction or design of the Works or any amendment or alteration to specifications forming part of any construction or civil works plans at any time either before or after any building permit (if applicable) has been issued, provided that such variation amendment or alteration does not substantially or materially affect the Lot or Lots sold under this Contract.

8. Condition of land

8.1 Purchaser's inspection

The purchaser acknowledges and agrees that:

- (a) the purchaser has purchased the land solely as a result of the purchaser's own enquiries and inspection;
- (b) the purchaser is satisfied in all respects as to the nature, quality and state of repair of the land and the purposes for which the land may be lawfully used and any restrictions or prohibitions relating to its development;
- (c) the land is sold and accepted by the purchaser subject to all faults and defects (whether latent or patent) and in its state and condition as at the date of this Contract; and
- (d) the vendor is under no liability or obligation to the purchaser to carry out any repairs, alterations or improvements to the land.

8.2 Improvements

The purchaser acknowledges and agrees that any improvements on the land may be subject to, or require compliance with, any Building Laws. Any failure to comply with any Building Laws will not, and will not be deemed to constitute a defect in the vendor's title.

- (a) If there are any above improvements and renovations (including but not limited to pool, spa, shed, deck, pergola, veranda) on the property, the vendor makes no warranties or representations that the improvement on the property has been applied permit, registered with the relevant council; purchaser should acknowledge that the improvements and renovations on the property may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements / renovations were constructed. The purchaser acknowledges and agrees that it shall be responsible for applying or registering the improvements / renovations with relevant council. The purchaser further acknowledges and agrees that it shall comply with council requirements and shall lodge relevant certificates with relevant council. The purchaser shall not claim any compensation or make any objection and/or requisition or delay settlement.

- (b) No Building Permit

If Vendor makes no building permit for the renovation / alteration. The purchaser does hereby acknowledge agree and declare that it shall be the purchaser's responsibility at his/her sole cost and expense to apply relevant permits and certificates.

8.3 Planning

The purchaser buys the land subject to:

- (a) any Laws affecting the land;
- (b) any restriction or condition affecting or imposed on the land or its use or development (including any restriction imposed by any Authority and any restriction imposed under any planning permit, approval or agreement); and
- (c) the applicable planning scheme and any other relevant planning controls.

8.4 Section 173 Agreement

The Purchaser acknowledges and agrees that:

- (a) The Vendor may be required to enter into agreements pursuant to section 173 of the *Planning and Environment Act 1987*. The Purchaser will take title to the Land subject to any such section 173 agreements and must not object, oppose, assist in or encourage any objection to any section 173 Agreement or the entering into of new agreements pursuant to section 173 of the *Planning and Environment Act 1987*.
- (b) The Purchaser must take title to the Land subject to the section 173 Agreement and shall not be entitled to refuse or delay Settlement, not be entitled to any reduction in the price nor to any compensation whatsoever as a result of or in any way connected by the vendor having entered into the section 173 Agreement.

8.5 No Claims

The purchaser may not make any Claim, nor require the vendor to take or refrain from taking any action, in relation to any matters referred to in this Special Condition.

9. Services

To the extent permitted by law and without limiting General Condition 4, the purchaser may not make any Claim, nor require the vendor to take or refrain from taking any action, in relation to:

- (a) the nature, location, availability or non-availability of any Services;
- (b) any defects in any Services;
- (c) there being or not being an easement or other right in respect of any Services;
- (d) any Service being a joint service with any other land or building;
- (e) any Service for any other land or building passing through or over the land;
- (f) any Service installed in, on or under the land not having been approved by an Authority; or
- (g) any sewer, vent, manhole or water or sewerage main or connection passing through, in or over the land.

10. Guarantee and Indemnity

10.1 Delivery of Guarantee and Indemnity

If the purchaser is or includes a corporation (other than a corporation whose shares are listed on the Australian Stock Exchange), the purchaser must deliver to the vendor a Guarantee and Indemnity on the day of sale:

- (a) duly completed and executed by every director of the purchaser; or
- (b) if the purchaser is a wholly owned subsidiary of a corporation whose shares are listed on the Australian Stock Exchange, duly completed and executed by that listed corporation.

10.2 Consequences of non-compliance

If the purchaser does not comply with Special Condition 10.1 then the vendor may immediately rescind this Contract by notice in writing to the purchaser and retain the Deposit.

11. Default

11.1 Default interest

For the purposes of General Conditions 25 and 26, the purchaser must not require the vendor to settle this Contract unless interest payable under this Contract is paid to the vendor.

11.2 Payments on default

Without limiting General Condition 28, if the purchaser defaults in any of the terms and conditions of this Contract, and the vendor serves on the purchaser a notice pursuant to the provisions of this Contract relating to that default ("the notice"), the purchaser does not cure that default until

- (a) the remedy by the purchaser of the relevant default or, if the default is incapable of remedy, full and proper compensation is paid to the vendor in satisfaction of all loss and damage suffered by the vendor; and
- (b) the purchaser pays all expenses incurred by the vendor as a result of the default including, without limitation:
 - a. legal costs on a legal practitioner client basis and disbursements incurred in preparation for and serving of the notice;
 - b. all costs, charges, expenses and damages which are incurred or suffered by the vendor arising from any default in payment of the money overdue or from any other breach or failure by the purchaser to observe any of the terms and conditions of this Contract;
 - c. any penalties or other expenses incurred by the vendor arising from the default; and
 - d. all additional costs incurred by the vendor including, without limitation, interest, discount on bills and borrowing expenses in relation to this Property or any other property now or later purchased by the vendor in anticipation of or reliance upon this Contract.

12. Transfer and settlement

12.1 Delivery of transfer

- (a) At least 10 business days before the date for Settlement, the purchaser must deliver a transfer of land signed by the purchaser to the vendor's legal practitioner.
- (b) If the purchaser or the purchaser's legal practitioner does not comply with Special Condition 12.1(a), then without prejudice to the vendor's other rights and notwithstanding subsequent delivery of the transfer of land document, the vendor may complete this contract on any day which is within 7

business days after the vendor or the vendor's legal practitioner received the transfer of land document and the purchaser will pay interest under this contract on the balance of the Price for the period from the date for Settlement until this Contract is completed.

12.2 Settlement

- (a) Settlement must take place at a time after ten (10) am and before three (3) pm on the Due Date at the offices of the vendor's legal practitioner or such other place in Melbourne nominated by the vendor.
- (b) If Settlement takes place on the Due Date at a time after three (3) pm, the purchaser will be deemed to have defaulted in payment of the balance of the Price until the business day after the Due Date and the vendor will be entitled to interest on the balance of the Price after the Due Date and the vendor will be entitled to interest on the balance of the Price in accordance with this Contract from the Due Date until the Settlement Date.
- (c) If Settlement does not take place at the scheduled time due to a breach of this Contract by the purchaser, or an act or omission of any person acting for or advancing funds on behalf of the purchaser, then without derogating from the in addition to any other provision of this Contract, the purchaser warrants that it will pay, on demand, and in any event as a condition of Settlement, the vendor's reasonable legal costs and expenses in relation to the vendor's legal practitioner being required to facilitate settlement at a time other than the scheduled time, said costs being agreed at \$200.00 plus GST. The purchaser agrees that the costs referred to in this Special Condition are costs and expenses that will be reasonable and necessarily incurred by the vendor by reason of a default on the part of the purchaser in respect of the observance or performance of its obligations under special condition 12.2(a).

12.3 Cancellation and Re-scheduling of Settlement

- (a) The purchaser will be liable for payment of the vendor's costs associated with cancellation and or re-scheduling of settlement. The purchaser will be liable for \$220.00 (inclusive of GST) per cancellation and or rescheduling as required and requested by the purchaser or the purchaser's legal practitioner.
- (b) In addition, the purchaser also acknowledges that should settlement after being arranged and attended to by the vendor's representative be cancelled and or re-scheduled be liable for a settlement re-attendance fee of \$110.00 (inclusive of GST).

13. Nomination

13.1 Procedure

If the purchaser nominates a substitute or additional purchaser (Nominee), all arrangements in relation to the nomination must be documented and completed (at the purchaser's expense) to the reasonable satisfaction of the vendor.

13.2 Guarantee and Indemnity

If the Nominee is or includes a corporation (other than a corporation whose shares are listed on the Australian Stock Exchange) the purchaser must deliver to the vendor at the same time that it notifies the vendor of the nomination, a Guarantee and Indemnity:

- (a) duly completed and executed by every director of the Nominee; or
- (b) if the Nominee is a wholly owned subsidiary of a corporation whose shares are listed on the Australian Stock Exchange, duly completed and executed by that listed corporation.

13.3 Failure to provide Guarantee

If the purchaser fails to provide a Guarantee in accordance with Special Condition 13.2, the vendor may end this Contract by giving written notice to the purchaser at any time before the Guarantee is provided to the vendor. General Condition 27.1 and 28 do not apply to the vendor's right to end this Contract under this Special Condition.

14. Stamp duty

14.1 Stamp duty

The purchaser (and any Nominee) must pay all stamp duty (including penalties and fines) payable in connection with this Contract and must indemnify the vendor against any liability arising from any failure, delay or omission to make payment or make proper disclosure to the State Revenue Office.

14.2 Multiple purchasers

- (a) If there is more than one purchaser, it is the purchasers' responsibility to ensure the Contract correctly records at the day of sale the proportions in which they are buying the land (*Proportions*).
- (b) If the Proportions recorded in the transfer differ from those recorded in the Contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the difference.
- (c) The purchaser must indemnify the vendor, the vendor's estate agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the Proportions in the transfer differing from those in the Contract.

14.3 Non merger

This Special Condition will not merge on the transfer of the land but will continue to have full force and effect.

15. Entire Contract

15.1 Acknowledgement

The purchaser warrants that except as is provided in this Contract or the Vendor's Statement:

- (a) the purchaser has not relied on any information, representation or warranty (express or implied) provided or made by or on behalf of the vendor, the vendor's estate agent or the vendor's legal practitioner, including in relation to:
 - (i) any present use of the land or any use to which the land may be put or the fitness of the land for any lawful purpose;
 - (ii) compliance with any Laws affecting the land or the compliance of any improvements on the land with any Building Laws;
 - (iii) any development or subdivision which may be undertaken on or in relation the land;
 - (iv) the existence or non-existence of any Contamination of the land;
 - (v) the amenity or neighbourhood in which the land is located; or
 - (vi) any financial return or income that may be derived from the land;
- (b) no information, representation or warranty (express or implied) provided or made by the vendor, the vendor's estate agent or the vendor's legal practitioner was provided or made with the intention or knowledge that it would be relied upon by the purchaser and no information, representation or warranty has in fact been relied upon;
- (c) the purchaser relies entirely upon the purchaser's own inspection of and searches and enquiries in connection with the land;
- (d) the purchaser may not make any claim by reason of any matter, thing or liability arising from:
 - (i) any actual or alleged representation or warranty by any person;
 - (ii) any actual or alleged agreement or understanding not embodied in this Contract; and
 - (iii) any actual or alleged agreement with an owner of an adjoining land;in relation to anything concerning the land.

15.2 Entire agreement

This Contract contains the entire agreement between the parties and supersedes any other communications, negotiations, arrangements and agreements between the parties, whether oral or in writing, in connection with the subject matter of this Contract.

15.3 No Claims

The purchaser may not make any Claim on the basis of anything arising from or in relation to the matters referred to in Special Condition 15.1(a).

16. Capacity

The purchaser warrants to the vendor that:

- (a) the purchaser has full legal capacity and power to enter into, exercise its rights and observe its obligations

- under this Contract;
- (b) the purchaser has in full force and effect the authorisations necessary to enter into this Contract, exercise its rights and observe its obligations under this Contract and to allow this Contract to be enforced;
 - (c) the purchaser's obligations under this Contract are valid and binding and are enforceable against it in accordance with their terms; and
 - (d) this Contract does not contravene the purchaser's constituent documents (where the purchaser is incorporated) or any of its obligations or undertakings by which it or any of its assets are bound.

17. Release of security interest

- (a) This Special Condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- (b) The vendor is not obliged to produce to the purchaser a release or undertaking from a secured party releasing any security interest in the property.

18. FIRB

18.1 Warranty

The purchaser warrants that one of the following apply

- (a) the purchaser:
 - (i) is not required to provide notice to the FIRB or any other relevant Authority of the purchaser entering into this Contract or for the purchase of the land; and
 - (ii) does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) or in compliance with any foreign investment policy of the Commonwealth of Australia to enter into this Contract; or
- (b) the purchaser has obtained any necessary consent or approval from the FIRB and any other relevant Authority to the purchase of the land by the purchaser on the terms and conditions set out in this Contract.

18.2 Indemnity

If the warranty in Special Condition 18.1 is untrue in any respect the purchaser indemnifies the vendor against any Claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the vendor in having relied on the warranty when entering into this Contract.

18.3 Non merger

This special condition will not merge on the transfer of the land but will continue to have full force and effect.

19. FIRB – Contract is subject to approval

- (a) This Contract is subject to the purchaser securing the FIRB approval for purchase of the land within 30 days from the date of this Contract (*Approval Date*).
- (b) The purchaser may end this Contract if FIRB approval is not secured by the Approval Date only if the purchaser:
 - a. has made immediate application to FIRB;
 - b. has done everything reasonably required to obtain approval of FIRB;
 - c. serves written notice ending this Contract on the vendor on or before two business days after the Approval Date (or relevant later date allowed by the vendor) which notice must be accompanied by a copy of the purchaser's FIRB application and a copy of all written communications between the purchaser and FIRB; and
 - d. is not in default under any other condition of this Contract when the notice is given;
 but otherwise this Contract becomes unconditional.
- (c) All money must be immediately refunded to the purchaser if this Contract is ended under this Special Condition.

20. General

20.1 Applicable of law

This Contract is governed by and construed in accordance with the laws of the State of Victoria and the Commonwealth of Australia. Each party submits to the non-exclusive jurisdiction of the courts of Victoria and to appeal courts from them.

20.2 Waiver

A right may only be waived if in writing and signed by the party giving the waiver. A waiver by a party of any breach or a failure to enforce or to insist upon the observance of a provision of this Contract will not be a waiver of any other or of any subsequent breach.

20.3 Severance

If any part of this Contract is invalid, unenforceable, illegal, void or voidable for any reason, this Contract will be construed and be binding on the parties as if the invalid, unenforceable, illegal, void or voidable part had been deleted from this Contract, or read down to the extent necessary to overcome the difficulty.

20.4 Co-operation

Each party must:

- (a) do anything (including execute any document) to give effect to this Contract and to the transactions contemplated by it; and
- (b) ensure that its employees and agents do anything (including execute any document) that the other party may reasonably require to give full effect to this Contract.

20.5 Continuing obligations

The provisions of this Contract capable of having effect after Settlement do not merge on transfer of the land and continue to have full force and effect irrespective of whether this Contract expressly provides that this is the case.

20.6 Indemnities

If a party is required to indemnify another party under this Contract, that party must pay on demand the amount the other party is liable to pay by the time the other party is required to make that payment.

20.7 Amendment

This Contract can only be amended, supplemented or replaced by another document signed by the parties.

20.8 Notices

A notice may be served by being sent to a party or that party's legal practitioners or conveyancer either specified in this Contract or last notified to the sender.

20.9 Counterparts

This Contract may be signed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same document.

20.10 Attorneys and authorised representatives

- (a) Each person who executed this Contract on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.
- (b) Each person who executes this Contract on behalf of a party as that party's authorised representative or agent declares that he or she has authority to do so.

21. GST withholding

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth)]

General condition 13A is added:

13A. GST WITHHOLDING

13A.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) or in *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

13A.2 This general condition 13A 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 general condition 13A is to be taken as relieving the vendor from compliance with section 14-255.

13A.3 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.

13A.4 The purchaser must:

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

13A.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the commissioner and instructions that the representative must:

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

13A.6 The representative is taken to have complied with the requirements of general condition 13A.5 if:

- (a) 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
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

13A.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in general condition 13A.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 13A.7, the vendor must:

- (a) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (b) 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.

13A.8 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.

13A.9 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 of 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.

13A.10 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives

the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

13A.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 13A.10; or
- (b) 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.

13A.12 This general condition will not merge on settlement.

22. BUILDING REPORT

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

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

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

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

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

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

23. PEST REPORT

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

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

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

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

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

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

24. Solar panels

The vendor makes no representations or gives any warranties whatsoever with the respect to any solar panels installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way.

The purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

25, Swimming pool and spa

If a swimming pool and/or spa is constructed on the property, as defined in the Building Regulations 1994 or any rules prescribed by regulation which modify or replace those rules ("the Building Regulations"), and if the swimming pool and/or spa is not fenced or otherwise does not comply with the requirements of the Building Regulations, the Vendor will not be obliged to comply with those regulations either prior to or after settlement date and Purchaser acknowledges and agrees that it shall be the Purchaser's responsibility at his sole cost and expense to construct suitable barriers in compliance with the Building Regulations and to the satisfaction of the responsible authority within the time prescribed in the Building Regulations.

The Purchaser must not seek to terminate, rescind or make any objection, requisition or claim for compensation or delay settlement as a result of any non-compliance.

26. Amendments to settlement date:

(a) The parties hereto agree that should the purchaser request to amend the settlement date set out in the contract by either bring this forward or extending it, then a fee of \$330 (including GST) will be payable to the vendors legal representative.

(b) Despite any other term in this contract, if settlement date falls within the period 24th December to 10th January each year (inclusive) then settlement shall occur on the next business day following that period.

END OF SPECIAL CONDITIONS

General Conditions

Part 2 being Form 2 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 that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:

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

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
 - (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
 - (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring 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 Property 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 -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay -
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

- (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyance; 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 is sold on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyance on trust for the purchaser until 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 conveyance.
- 11.4 At settlement, payments may be made or tendered:
 - (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force).
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests than 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 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 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 of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 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 or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

28. DEFAULT NOT REMEDIED

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

GUARANTEE and INDEMNITY

I/We, of

And of

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

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

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

this day of 20.....

SIGNED by the said)
.....)
Print Name.....)
Director (Sign)

in the presence of:)
.....)
Witness.....)

SIGNED by the said)
.....)
Print Name.....)
Director (Sign)

in the presence of:)
.....)
Witness.....)

DATED

2025

CHUFA HUANG

to

CONTRACT OF SALE OF REAL ESTATE

Property: 1 Heather Ave, Thomastown 3074

EJ CONVEYANCING

Licensed Conveyancers
Suite 6&7, 64-66 Kingsway
Glen Waverley Vic 3150

Tel: 03 9560 8160

Fax: 03 8678 1137

Ref: LL:251362

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land

1 Heather Ave, Thomastown 3074

Vendor's name

Chufa Huang

Date
/ /

**Vendor's
signature**

**Purchaser's
name**

Date
/ /

**Purchaser's
signature**

**Purchaser's
name**

Date
/ /

**Purchaser's
signature**

1 FINANCIAL MATTERS

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

- (a) Are contained in the attached certificate/s.

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

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

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input type="checkbox"/> Not applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is as follows:

Easement, covenant, and other restrictions affecting the land are as set out in the attached copies of title

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

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

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Are as follows:

None to the vendor's knowledge. The vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the vendor

4.2. Agricultural Chemicals

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

None to the vendor's knowledge

4.3. Compulsory Acquisition

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

None to the vendor's knowledge

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

- ☐ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

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

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

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

As attached

INFORMATION ONLY

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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.

(04/10/2016)

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

Page 1 of 1

VOLUME 10889 FOLIO 528

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LAND DESCRIPTION

Lot 29 on Plan of Subdivision 085630.
PARENT TITLE Volume 08848 Folio 648
Created by instrument AD765528P 22/07/2005

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
CHUFA HUANG of 45 STONEHAVEN DRIVE THOMASTOWN VIC 3074
AU441059J 10/06/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY066899R 04/06/2024
WELL NIGH CAPITAL FUNDING NO 1 PTY LTD

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

DIAGRAM LOCATION

SEE LP085630 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 1 HEATHER AVENUE THOMASTOWN VIC 3074

ADMINISTRATIVE NOTICES

NIL

eCT Control 17125H GADENS LAWYERS
Effective from 04/06/2024

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	LP085630
Number of Pages (excluding this cover sheet)	3
Document Assembled	07/04/2025 17:16

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PLAN OF SUBDIVISION

PART OF CROWN SECTION 22

PARISH OF KEELBUNDORA

COUNTY OF BOURKE

MEASUREMENTS ARE IN
FEET AND INCHES

VOL.8755 FOL.533

LENA COURT

ENCUMBRANCES

AS TO THE LAND MARKED E-3 & E-5
THE DRAINAGE AND SEWERAGE
EASEMENT CREATED BY B612803.

AS TO THE LAND MARKED E-4 & E-6
THE DRAINAGE EASEMENT CREATED
BY B612803.

AS TO THE LAND MARKED E-4, E-5
AND E-6 THE DRAINAGE EASEMENT
APPURTENANT TO THE LAND IN
C/T VOL. 8258 FOL. 431

LP 85630

EDITION 2

PLAN APPROVED 9/7/70

COLOUR CODE

E-1, E-3, E-4 & E-5 = BLUE
E-2 & E-6 = BROWN

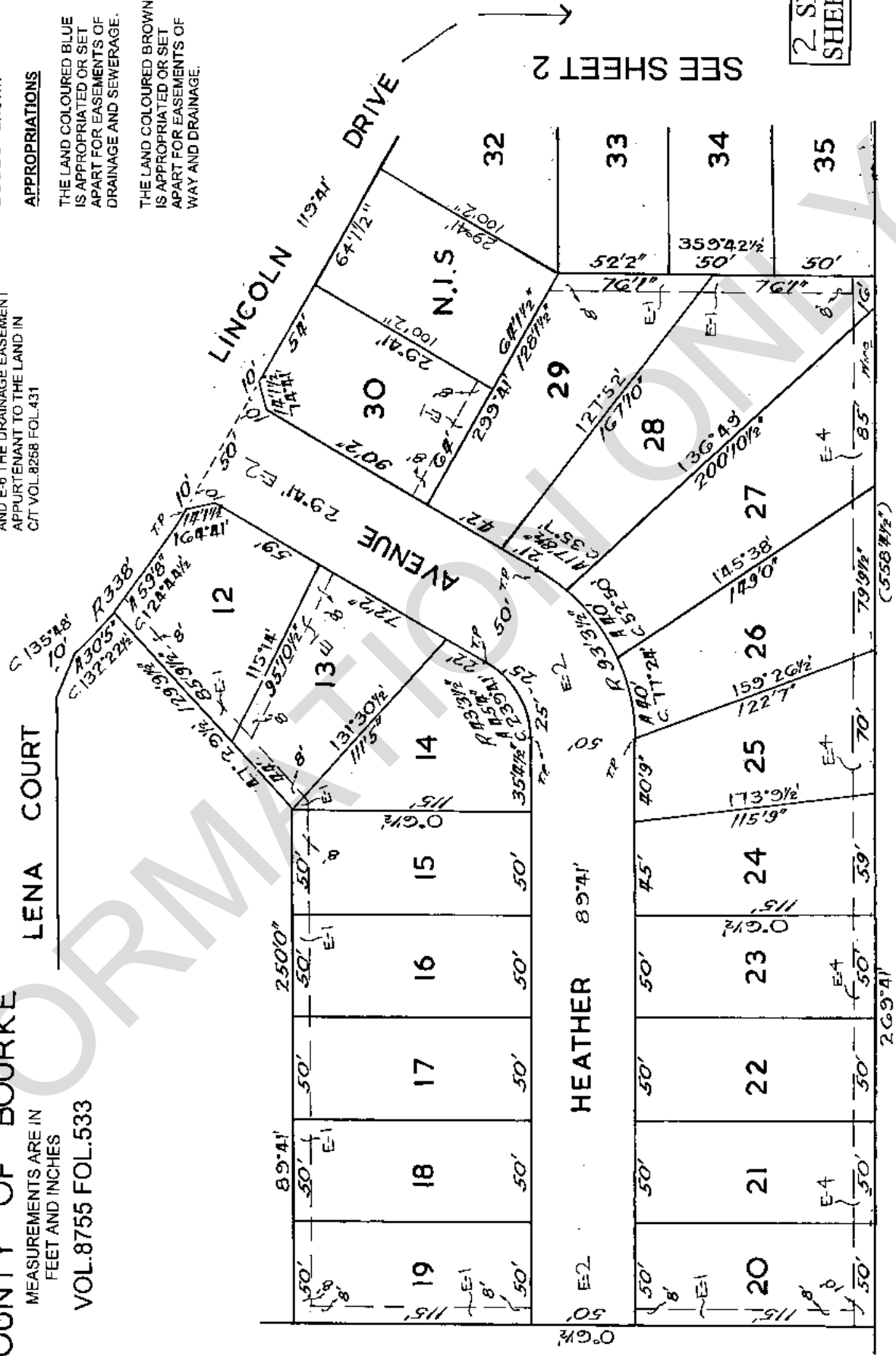
APPROPRIATIONS

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

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

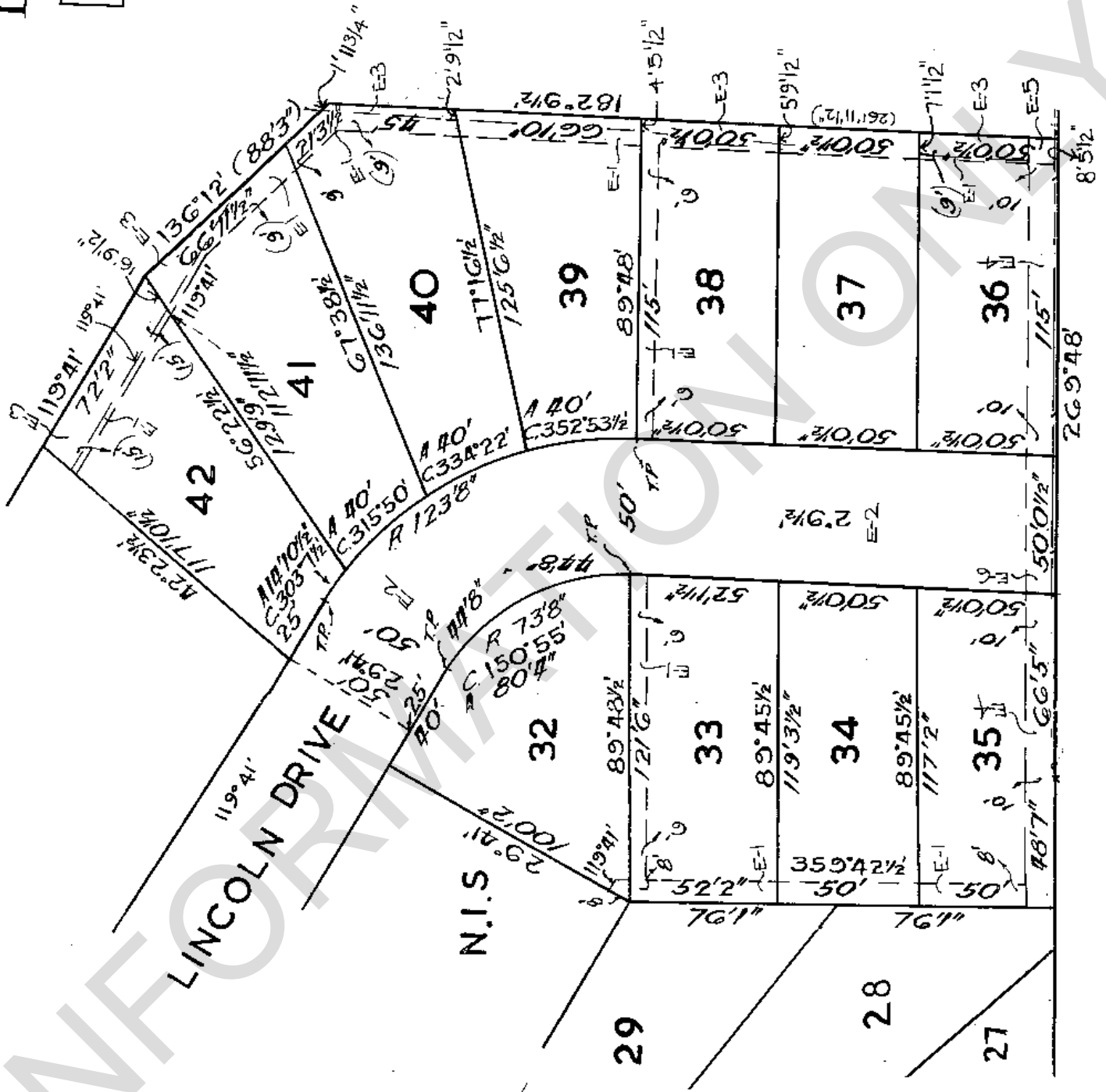
SEE SHEET 2

2 SHEETS
SHEET 1



LP 85630

2 SHEETS
SHEET 2



SEE SHEET 1

PROPERTY REPORT

From www.land.vic.gov.au at 15 April 2025 10:46 AM

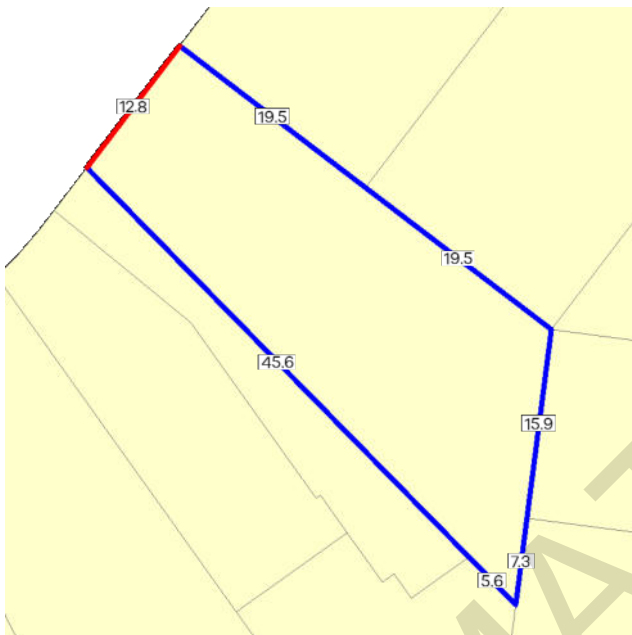
PROPERTY DETAILS

Address: **1 HEATHER AVENUE THOMASTOWN 3074**
Lot and Plan Number: **Lot 29 LP85630**
Standard Parcel Identifier (SPI): **29\LP85630**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **286336**
Directory Reference: **Melway 8 G8**

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: 716 sq. m

Perimeter: 126 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: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

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.

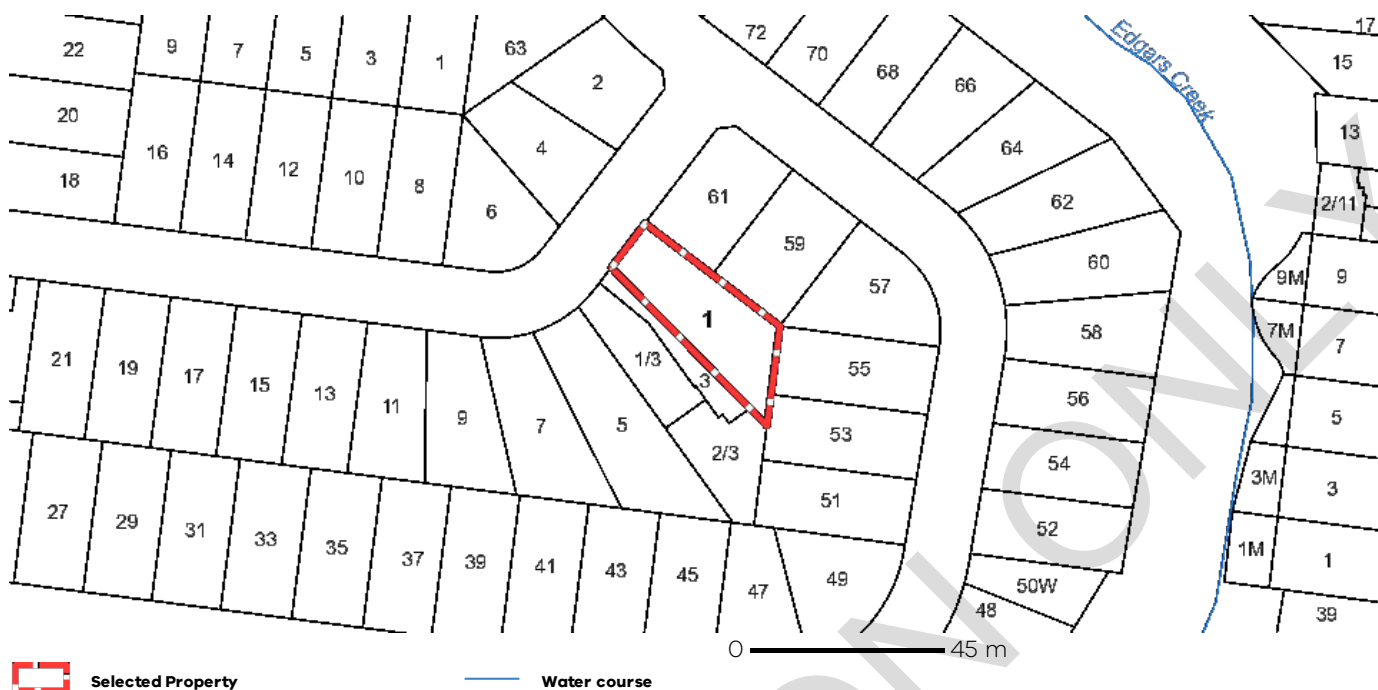
The Planning Property Report for this property can found here - [Planning Property Report](#)

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>

Area Map



PLANNING PROPERTY REPORT



VICTORIA
State
Government

Department
of Transport
and Planning

From www.planning.vic.gov.au at 15 April 2025 10:46 AM

PROPERTY DETAILS

Address: **1 HEATHER AVENUE THOMASTOWN 3074**
Lot and Plan Number: **Lot 29 LP85630**
Standard Parcel Identifier (SPI): **29\LP85630**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **286336**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 8 G8**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

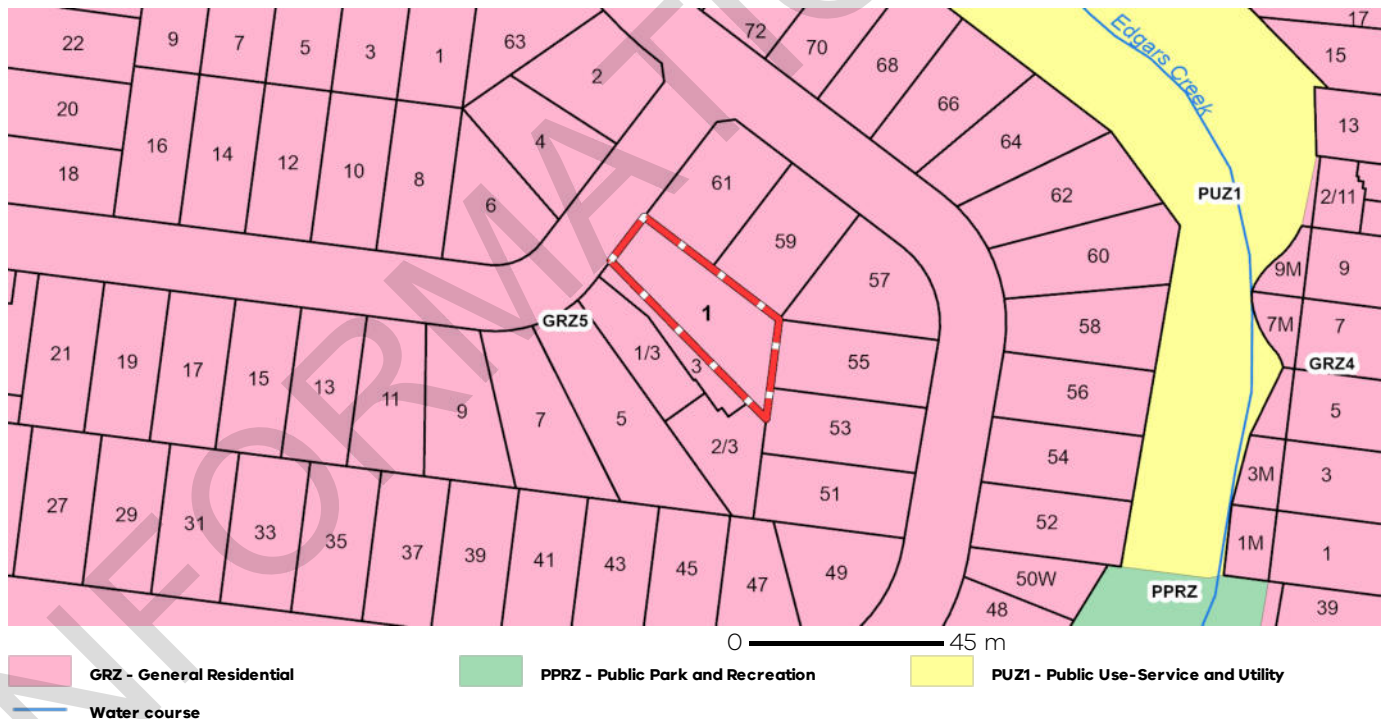
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

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.

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

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

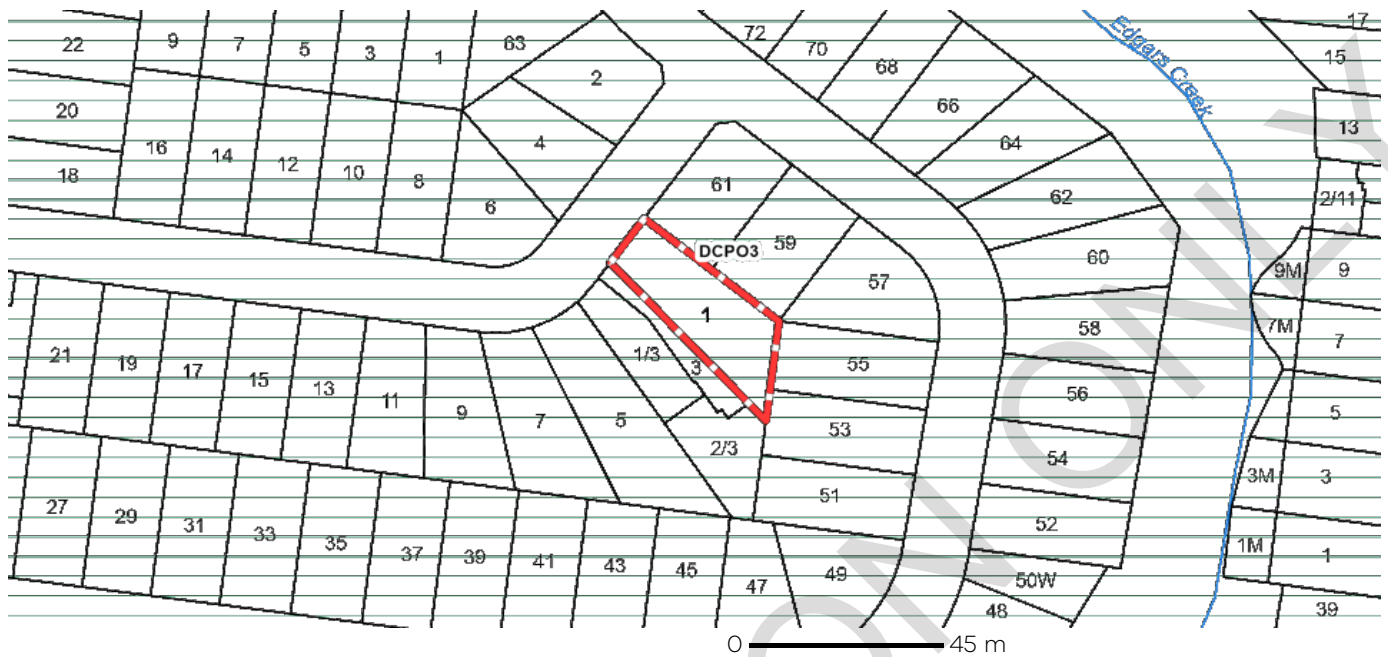
PLANNING PROPERTY REPORT: 1 HEATHER AVENUE THOMASTOWN 3074

Page 1 of 5

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)



DCPO - Development Contributions Plan Overlay

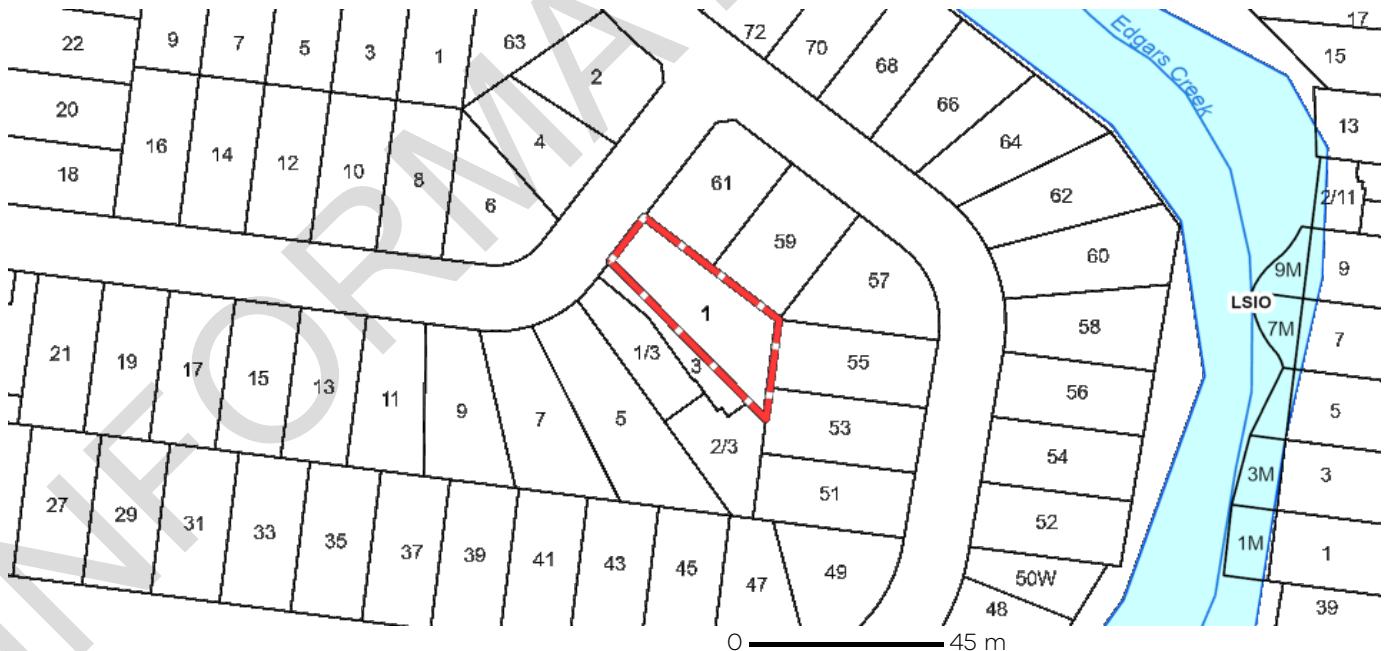
Water course

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)



LSIO - Land Subject to Inundation Overlay

Water course

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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



Further Planning Information

Planning scheme data last updated on 11 April 2025.

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

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

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

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

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

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

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

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

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

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

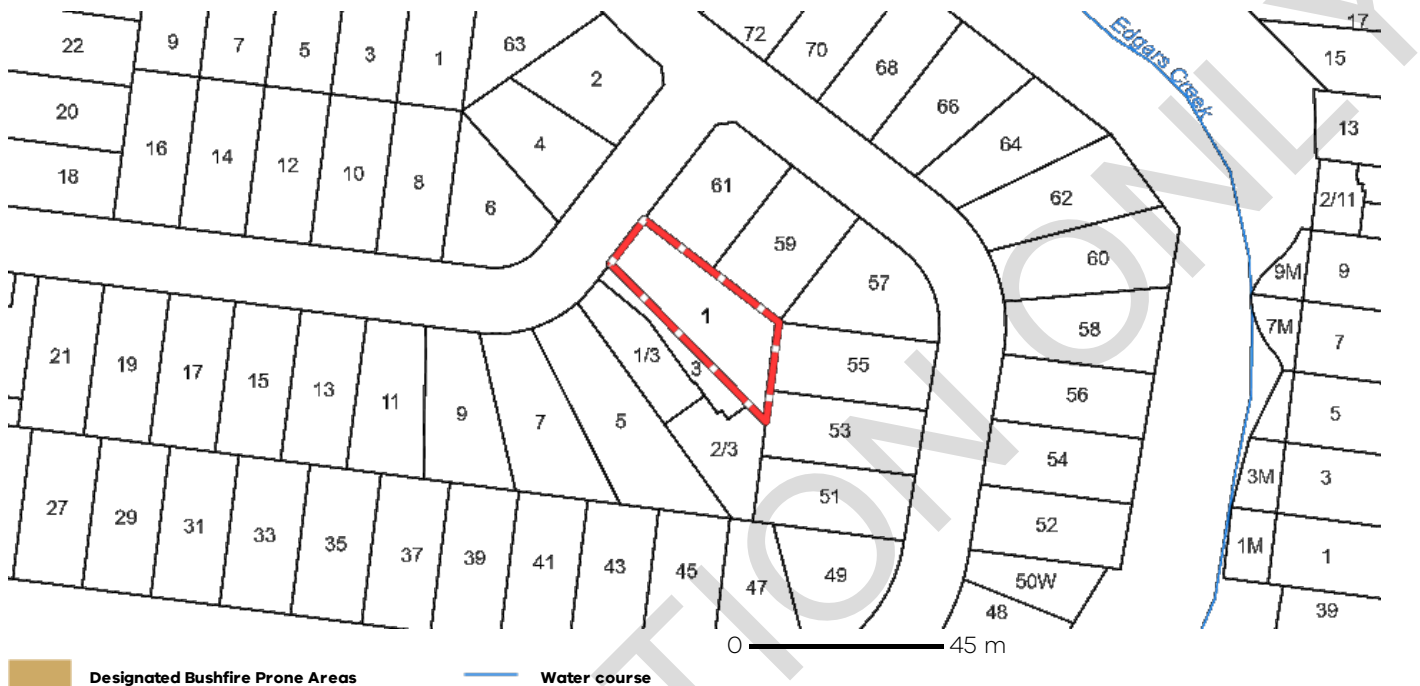
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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



C Huang
1 Heather Avenue
THOMASTOWN VIC 3074

029

Assessment number: **0286336**



To receive your rates notice
via email, register at
📧 whittlesea.enotices.com.au
Reference No: 4A1A41301R

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

Instalment 1

\$555.93

Due By 30/09/2024

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

Instalment 2 **\$554.00**

Due By 30/11/2024

Instalment 3 **\$554.00**

Due By 28/02/2025

Instalment 4 **\$554.00**

Due By 31/05/2025

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

OR

Lump sum **\$2,217.93**

Due By 15/02/2025

Access free and discounted waste
disposal vouchers online



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

Property details 1 Heather Avenue THOMASTOWN VIC 3074

LOT 29 LP 85630

Owner: Huang Chufa

Ward : Thomastown

Valuation details

Site Value	Capital Improved Value	Net Annual Value
\$550,000	\$725,000	\$36,250

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

AVPCC 110 Detached Dwelling

Rates and charges

Council Charges

General rate 36,250 x 0.04683579	\$1,697.80
Food/Green waste bin charge 1 x 105.15	\$105.15
Waste Service Charge (Res/Rural) 1 x 205.70	\$205.70

State Government Charges

Fire services charge (Res) 1 x 132	\$132.00
Fire services levy (Res) 725,000 x 0.00008700	\$63.08
Waste Landfill Levy Res/Rural 1 x 14.20	\$14.20

Total \$2,217.93

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

How to pay

📧 whittlesea.vic.gov.au



📞 Phone **1300 301 185**



📍 **Council Offices**

See the back of this notice for
opening hours and locations

BPAY



Biller Code: 5157
Ref: 0286336

BPAY this payment via
internet or phone banking

FlexiPay



Set up your flexible
payment options.



Scan the QR code or visit

📧 whittlesea-pay.enotices.com.au



Post Billpay



Billpay Code: 0350
Ref: 2863366

Pay in person at any post office:

📞 131 816 or 📧 postbillpay.com.au

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



*350 2863366



*350 2863366

Payment – instalments/lump sum

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

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

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

Payment plans

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

Financial hardship

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

Interest on late payments

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

Allocation of payments

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

Rate capping

Council has complied with the Victorian Government's rate cap of 2.75%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

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

Date rates declared

21 May 2024

Fire Services Property Levy

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

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

Pension rebate

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

Farm land and single farming enterprise

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

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

Objection to the valuation

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

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

Objection to a rate or charge

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

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

Change of name/address

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

Waste vouchers

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

Privacy statement

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

Differential rates calculated on net annual value

Differential type	Rate in the dollar	Differential for this assessment
General	0.04683579	\$1,697.80
Farm*	0.02810147	\$1,018.68

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



**City of
Whittlesea**

- 📍 **South Morang**
25 Ferres Boulevard,
South Morang 3752
Monday to Friday, 8.30am–5pm
- 📍 **Whittlesea**
63 Church Street, Whittlesea 3757
Monday to Friday, 9.30am–5pm

- ☎ 9217 2170 (including after hours emergencies)
National Relay Service
133 677 (ask for 9217 2170)
- 📧 Locked Bag 1, Bundoora MDC VIC 3083
- ✉ info@whittlesea.vic.gov.au
- 🌐 whittlesea.vic.gov.au



**Free telephone
interpreter service**
131 450

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

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

7th April 2025

EJ Conveyancing C/- LANDATA
LANDATA

Dear EJ Conveyancing C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	1 HEATHER AVENUE THOMASTOWN 3074
Applicant	EJ Conveyancing C/- LANDATA LANDATA
Information Statement	30931550
Conveyancing Account Number	7959580000
Your Reference	251362

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

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	1 HEATHER AVENUE THOMASTOWN 3074
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	1 HEATHER AVENUE THOMASTOWN 3074
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

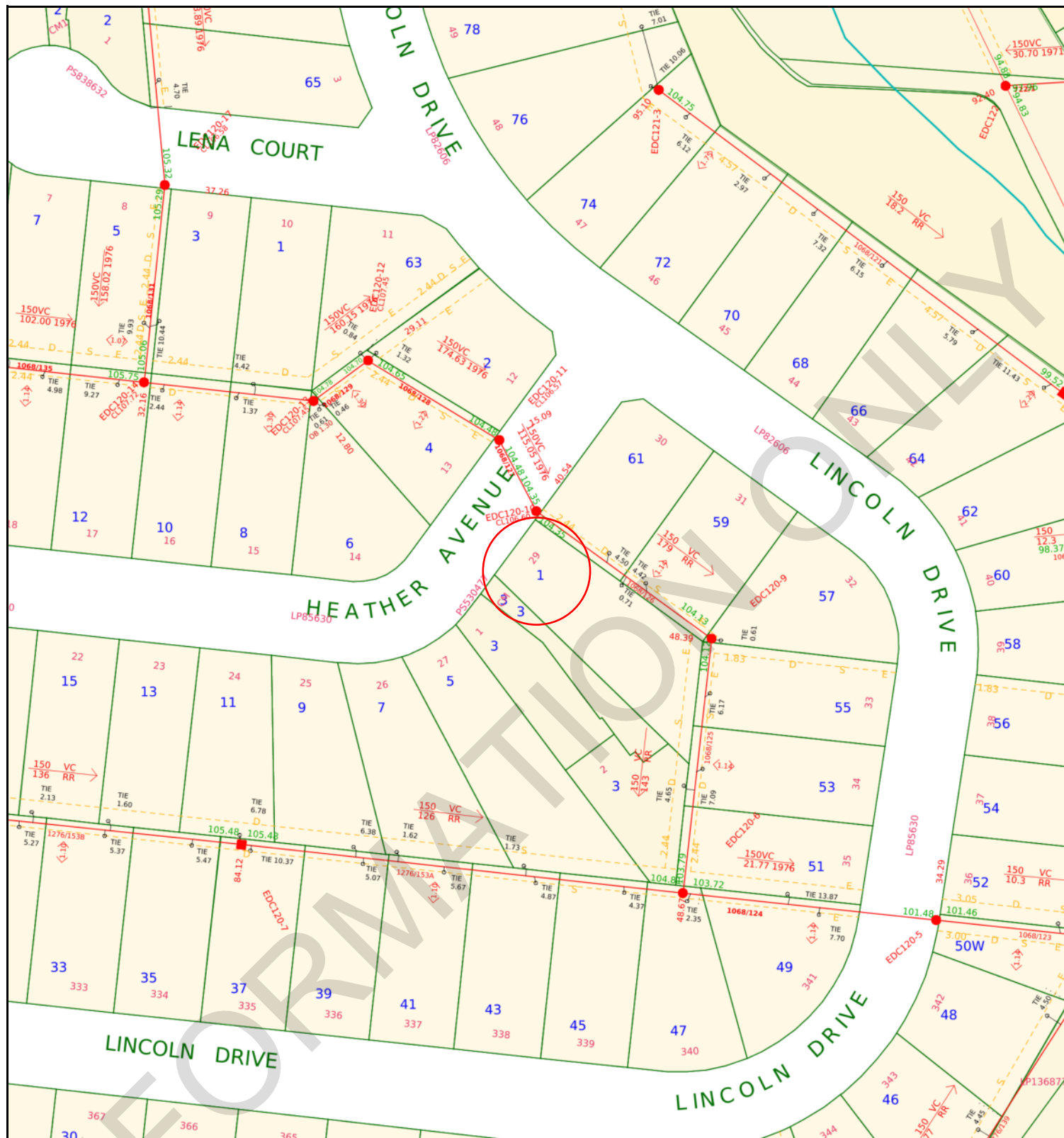
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30931550**

Address	1 HEATHER AVENUE THOMASTOWN 3074
Date	07/04/2025
Scale	1:1000



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

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

EJ Conveyancing C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 4648854303
Rate Certificate No: 30931550

Date of Issue: 07/04/2025
Your Ref: 251362

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
1 HEATHER AVE, THOMASTOWN VIC 3074	29\LP85630	1229760	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$20.64
Residential Water and Sewer Usage Charge Step 1 – 41.800000kL x \$3.43420000 = \$143.55 Step 2 – 31.200000kL x \$4.50590000 = \$140.58 Estimated Average Daily Usage \$2.99	07-11-2024 to 10-02-2025	\$284.13	\$0.00
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$118.19
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$21.74
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$30.44
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$473.04
Total for This Property			\$664.05


GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

Property No: 1229760

Address: 1 HEATHER AVE, THOMASTOWN VIC 3074

Water Information Statement Number: 30931550

HOW TO PAY



Bill Code: 314567
Ref: 46488543036

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



EJ CONVEYANCING

Your Reference:	LD:76417326-013-4.251362
Certificate No:	89411620
Issue Date:	07 APR 2025
Enquiries:	ESYSPROD

Land Address:	1 HEATHER AVENUE THOMASTOWN VIC 3074
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
13796345	29	85630	10889	528	\$0.00

Vendor: CHUFA HUANG

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR CHUFA HUANG	2025	\$550,000	\$0.00	\$0.00


Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.



Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$725,000
SITE VALUE (SV):	\$550,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 89411620

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,100.00

Taxable Value = \$550,000

Calculated as \$1,350 plus (\$550,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,250.00

Taxable Value = \$725,000

Calculated as \$725,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 89411620

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 89411620

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



EJ CONVEYANCING

Your Reference:	LD:76417326-013-4.251362
Certificate No:	89411620
Issue Date:	07 APR 2025
Enquires:	ESYSPROD

Land Address: 1 HEATHER AVENUE THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13796345	29	85630	10889	528	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$725,000
SITE VALUE:	\$550,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 89411620

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



EJ CONVEYANCING

Your Reference:	LD:76417326-013-4.251362
Certificate No:	89411620
Issue Date:	07 APR 2025

Land Address: 1 HEATHER AVENUE THOMASTOWN VIC 3074

Lot	Plan	Volume	Folio
29	85630	10889	528

Vendor: CHUFA HUANG
Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue



Notes to Certificate - Windfall Gains Tax

Certificate No: 89411620

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
- Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.



Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
- The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

<p>BPAY</p> <p></p> <p>Billers Code: 416073 Ref: 89411623</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p> <p></p> <p>Ref: 89411623</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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ROADS PROPERTY CERTIFICATE

The search results are as follows:

EJ Conveyancing
Suite 407 / 39 Kingsway
GLEN WAVERLEY 3150

Client Reference: 251362

NO PROPOSALS. As at the 7th April 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

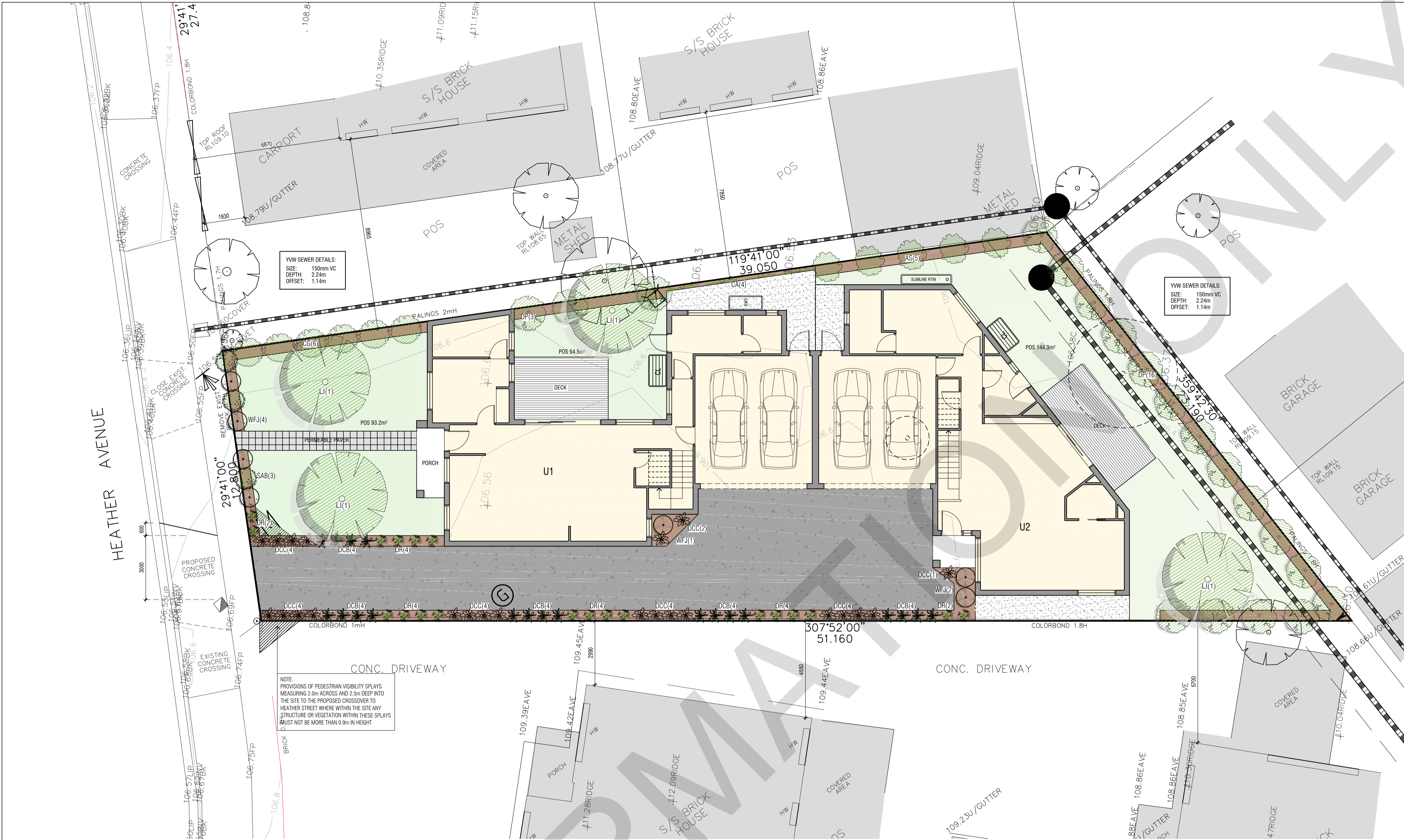
This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

1 HEATHER AVENUE, THOMASTOWN 3074
CITY OF WHITTLESEA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 7th April 2025

Telephone enquiries regarding content of certificate: 13 11 71



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 RECOMMENDATION 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 OF 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 (36 MONTH FORMULATION) SUCH AS OSMOCOOTE 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 WATER LOSING 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 ONE YEAR 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 - 36 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
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
PROVIDE PLANTS AT SPECIFIED PLANT HEIGHTS AND POT SIZES, AT MINIMUM. PROVIDE LARGER STOCK IF PLANT MATERIAL IS UNAVAILABLE IN THESE SIZES. TREES AND SHRUBS SHALL BE HEALTHY NURSERY STOCK FREE FROM PESTS, INSECTS, DISEASES AND WEEDS. SUBSTITUTE PLANS ARE NOT ACCEPTABLE UNLESS DEEMED ACCEPTABLE BY THE RESPONSIBLE AUTHORITY IN WRITING. SEMI MATURE TREES TO BE SUPPLIED TO MEET THE FOLLOWING CRITERIA: HAVE A MINIMUM PLANTED HEIGHT TO SIZES AS INDICATED IN THE PLANT SCHEDULE, HAVE A MINIMUM TRUNK CALIPER OF 50MM AT GROUND LEVEL, BE UN Damaged AND FREE OF DISEASES AND INSECT PESTS, NOT BE ROOT BOUND OR HAVE CIRCLING OR GIRDLING ROOTS BUT HAVE ROOTS GROWN TO THE EDGE OF - THE CONTAINER, SHOULD BEAR A SINGLE STRAIGHT TRUNK, STRONG BRANCHING PATTERN, AND FULL CANOPY, SHOW HEALTHY, VIGOROUS GROWTH

PROTECTION OF EXISTING TREES
ALL EXISTING VEGETATION SHOWN ON THE ENDORSED PLAN ON BOTH SUBJECT SITE AND NEIGHBOURING PROPERTIES TO BE RETAINED MUST BE SUITABLY MARKED AND PROTECTED (IF REQUIRED) PRIOR TO COMMENCEMENT OF DEVELOPMENT ON SITE INCLUDING DEMOLITION. VEGETATION MUST NOT BE REMOVED, DESTROYED OR LOPPED WITHOUT THE WRITTEN CONSENT OF THE RESPONSIBLE AUTHORITY. BEFORE THE COMMENCEMENT OF WORKS INCLUDING DEMOLITION, TREE PROTECTION BARRIERS MUST BE ERECTED AROUND TREES ON BOTH SUBJECT SITE AND ADJOINING PROPERTIES TO FORM A DEFINED TREE PROTECTION ZONE DURING DEMOLITION AND CONSTRUCTION IN ACCORDANCE WITH TREE PROTECTION MEASURES AS PER AS 4970:2009. ANY REQUIRED PRUNING MUST BE CARRIED OUT BY A TRAINED AND COMPETENT ARBORIST WITH A THOROUGH KNOWLEDGE OF TREE PHYSIOLOGY AND PRUNING METHODS. PRUNING TO BE CARRIED OUT AS PER AS 4373:2007. ALL TREE PROTECTION PRACTICES MUST MEET THE REQUIREMENTS OF A CONSULTING ARBORIST AND / OR TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.

LEGEND

- PROPOSED DECIDUOUS TREES
- PROPOSED EVERGREEN TREES
- PROPOSED EVERGREEN SHRUBS
- PROPOSED CLIMBERS
- EXISTING TREES TO BE RETAINED AND PROTECTED
- EXISTING TREES TO BE REMOVED
- PROPOSED LAWN AREAS
- PROPOSED CONCRETE DRIVEWAY
- PROPOSED TOPPING AREAS
- PROPOSED GARDEN BEDS
- PROPOSED PAVED AREAS

ADVANCE TREE PLANTING
DETAIL NOT DRAWN TO SCALE

SHRUB PLANTING
DETAIL NOT DRAWN TO SCALE

PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	QTY	SUPPLY SIZE	MATURE H x W
LI	LAGERSTROEMIA INDICA	CREPE MYRTLE	4	45ltr / MIN 2.0m HIGH	4.5m X 5m
AS	ACMENA SMITHII 'MINOR'	COMPACT LILLY PILLY	5	20cm POT	3m X 1.5m
CG	CORREA GLABRA	ROCK CORREA	6	20cm POT	2m X 2m
DP	DODONAEA VISCOSA SUBSP. PURPUREA	PURPLE HOP BUSH	19	20cm POT	3m X 2m
SAB	SYZIGIUM AUSTRALE 'BUSH CHRISTMAS'	BUSH CHRISTMAS LILLY PILLY	3	20cm POT	1.5m X 1m
WFJ	WESTRINGIA FRUTICOSA 'JERVIS GEM'	COMPACT COSTAL ROSEMARY	7	20cm POT	1m X 1m
DCC	DIANELLA CAERULA 'CASSA BLUE'	CASSA BLUE FLAX LILLY	23	14cm POT	0.4m X 0.4m
LT	LOMANDRA LONGIFOLIA 'TANIKAI'	TANIKAI	20	14cm POT	7.5m X 7.5m
DR	DIANELLA REVOLUTA	BLACK-ANTHER FLAX-LILY	20	14cm POT	8m X 8m
CA	CLEMANTIS ARISTATA	MOUNTAIN CLEMANTIS	4	20cm POT	5m X 5m

PERMEABLE PAVER DETAILS
REFER TO HYDROSTON FOR SPECS AND INSTALLATION DETAILS

SURFACE FINISH DETAIL

ADVANCE TREE

SHRUB

TYPICAL TIMBER EDGE DETAIL
TO ALL GARDEN BEDS AND LAWN / TOPPING EDGE

Revisions

Rev	Description

PLANNING & DESIGN

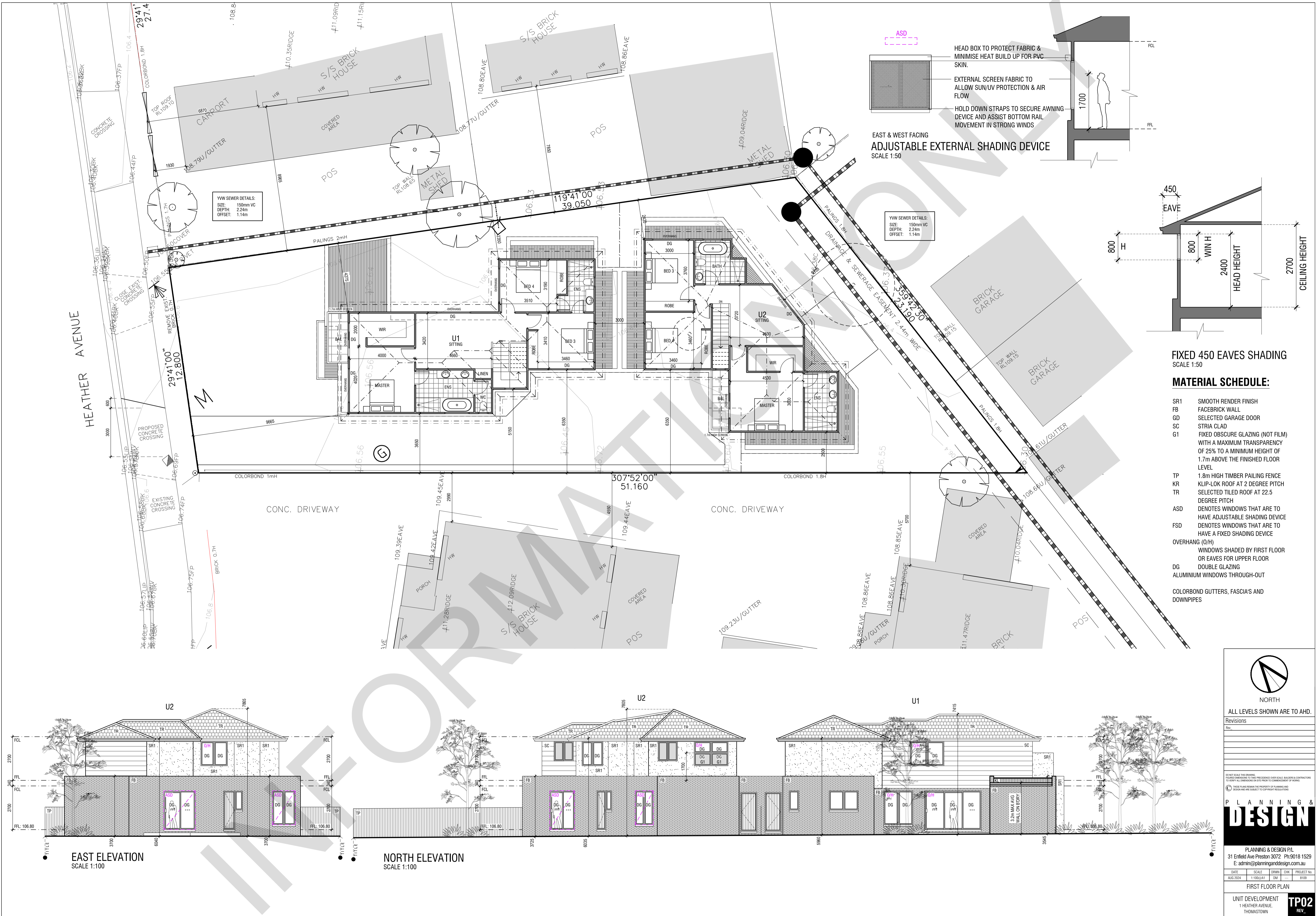
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E: admin@planninganddesign.com.au

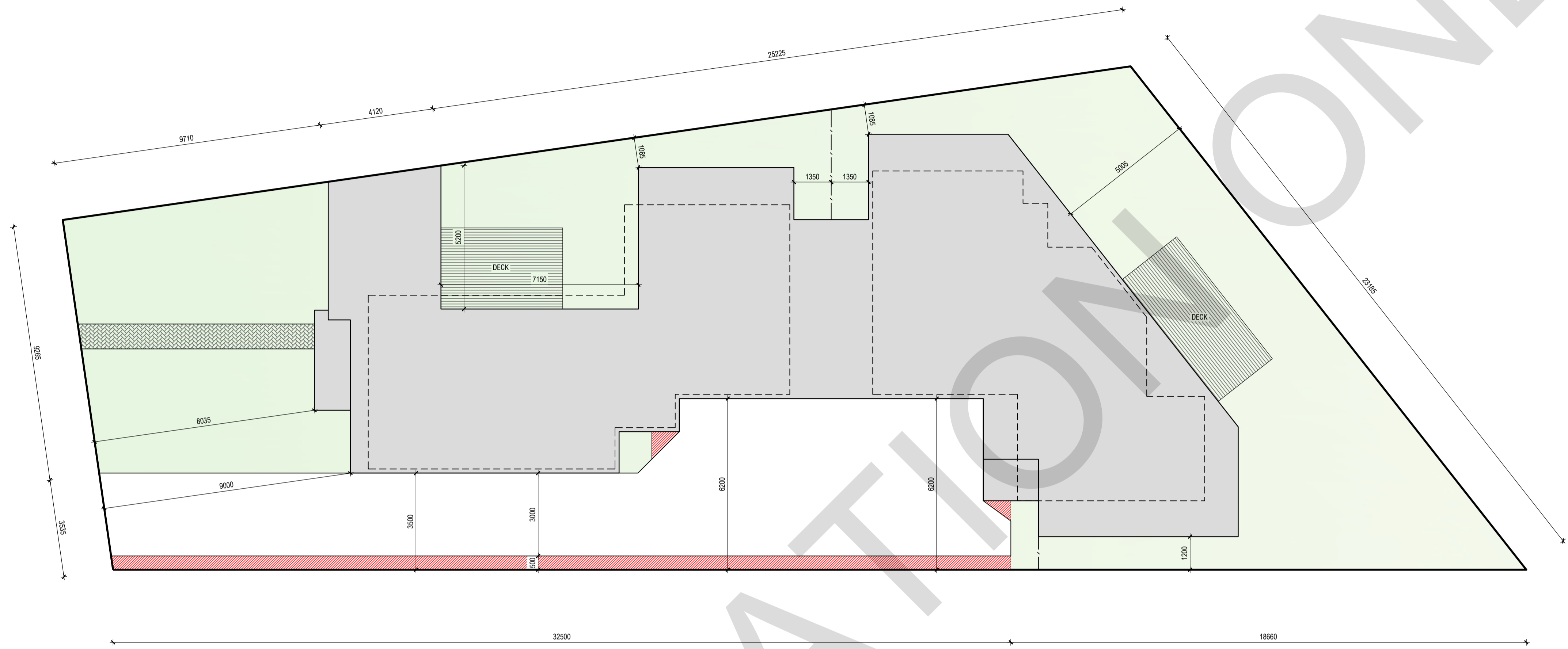
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LANDSCAPE PLAN

UNIT DEVELOPMENT
1 HEATHER AVENUE, THOMASTOWN





LP
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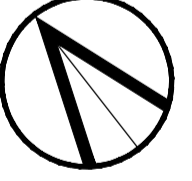




GARDEN AREA ANALYSIS:

SITE AREA: 716.3 m²
SITE COVERAGE: 39.5% 283.1 m²
SITE PERMEABILITY: 42.6% 304.9 m²
GARDEN AREA REQ: 40.0% 286.5 m²

-  GARDEN AREA INCLUDED
-  GARDEN NOT INCLUDED
-  PERMEABLE PAVERS
-  DECKING



NORTH

ALL LEVELS SHOWN ARE TO AHD.

Revisions

Rev	

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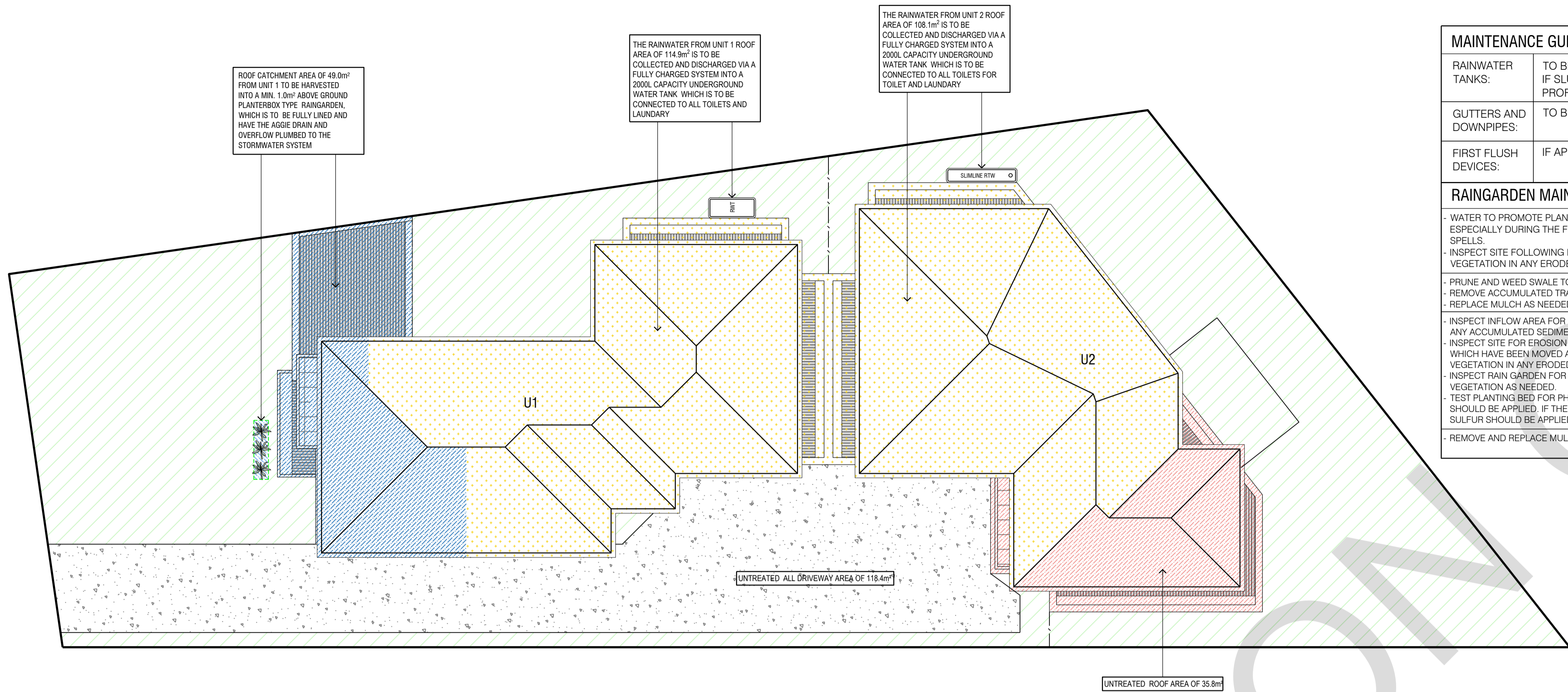
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GARDEN AREA PLAN

UNIT DEVELOPMENT 1 HEATHER AVENUE, THOMASTOWN	TP03 REV. _
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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.
RAINGARDEN MAINTENANCE	
WATER TO PROMOTE PLANT GROWTH AND SURVIVAL. ESPECIALLY DURING THE FIRST TWO YEARS AND DURING DRY SPELLS.	AS NEEDED (FOLLOWING CONSTRUCTION)
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.	REGULARLY (MONTHLY)
INSPECT INFLOW AREA FOR SEDIMENT ACCUMULATION. REMOVE ANY ACCUMULATED SEDIMENT OR DEBRIS.	
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.	ANNUALLY (SEMI-ANNUALLY DURING FIRST YEAR)
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.	EVERY 2 TO 3 YEARS

LEGEND

	CONCRETE SURFACE
	PERMEABLE SURFACE
	METAL ROOF AREA
	UNTREATED ROOF AREA
	ROOF AREA TO RAINWATER TANK
	VEGETATED AREA
	RAINGARDEN 100mm
	ROOF AREA TO RAINGARDEN

AREA SCHEDULE:

UNIT 1	
GROUND FLOOR AREA:	108.8 m ²
FIRST FLOOR AREA:	102.6 m ²
GARAGE:	35.5 m ²
PORCH:	4.4 m ²
BALCONY:	4.0 m ²
TOTAL AREA:	27.5 SQ 255.3 m ²
TOTAL POS:	147.7 m ²
UNIT 2	
GROUND FLOOR AREA:	95.7 m ²
FIRST FLOOR AREA:	92.7 m ²
GARAGE:	35.5 m ²
PORCH:	3.0 m ²
BALCONY:	4.0 m ²
TOTAL AREA:	24.9 SQ 230.9 m ²
TOTAL POS:	144.3 m ²
SITE	
SITE AREA:	716.3 m ²
SITE COVERAGE:	39.5% 283.1 m ²
SITE PERMEABILITY:	42.6% 304.9 m ²
GARDEN AREA REQ:	40.0% 286.5 m ²



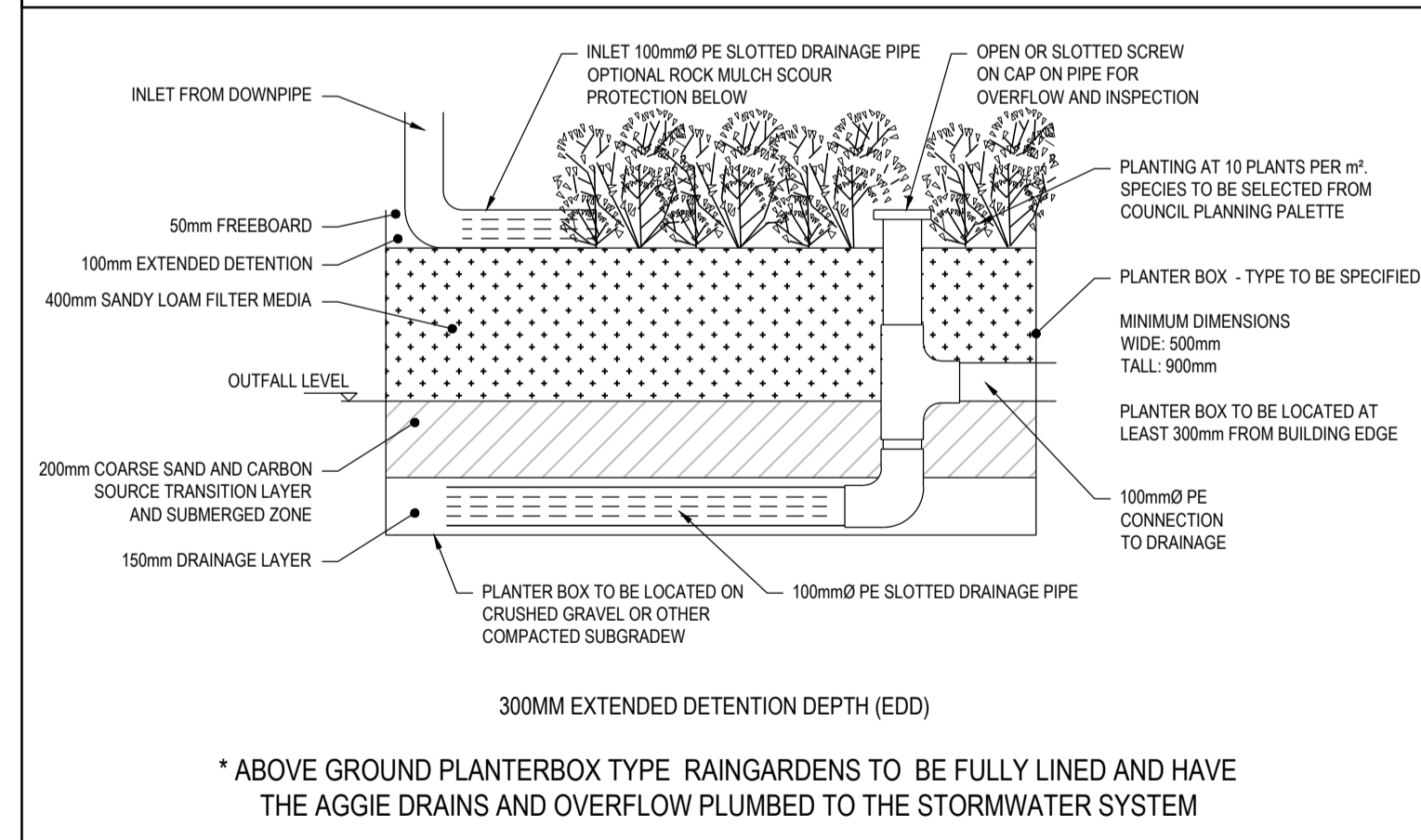
STORM Rating Report

TransactionID: 0
Municipality: WHITTLESEA
Rainfall Station: WHITTLESEA
Address: 1 Heather Avenue

Thomastown
VIC 3074
Assessor: Planning&Design
Development Type: Residential - Multiunit
Allotment Site (m2): 716.30
STORM Rating %: 100

Description	Impervious Area (m2)	Treatment Type	Treatment Area/Volume (m2 or L)	Occupants / Number Of Bedrooms	Treatment %	Tank Water Supply Reliability (%)
U1 ROOF - TANK	114.90	Rainwater Tank	3,000.00	5	166.90	82.80
U1 ROOF - RAINGARDEN	49.00	Raingarden 100mm	1.00	0	128.30	0.00
U2 ROOF - TANK	108.10	Rainwater Tank	2,500.00	5	159.20	80.00
U2 ROOF - UNTREATED	35.80	None	0.00	0	0.00	0.00
DRIVEWAY - UNTREATED	118.40	None	0.00	0	0.00	0.00

ABOVE GROUND PLANTER BOX RAINGARDEN CROSS SECTION



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.

TANK OVERFLOW MUST BE TAKEN TO L.P.D.

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)

GRAVITY FED SYSTEM TO BE USED WHEN HARVESTING STORMWATER FROM ROOF TO RAIN GARDEN.

RAINGARDENS TO BE BUILT MINIMUM 300MM FROM ADJOINING FOOTINGS

BUILD THE RAIN GARDEN CLOSE TO THE WATER SOURCE. THIS WILL HELP MINIMISE THE ADDITIONAL PLUMBING NEEDED TO BRING WATER TO THE RAIN GARDEN.

RAINGARDEN MUST BE FULLY LINED AND HAVE OVERFLOW PLUMBED INTO THE STORMWATER SYSTEM.

MAINTENANCE AND MANAGEMENT OF RAINGARDENS TO BE THE RESPONSIBILITY OF THE OWNERS CORPORATION

FOR EXCAVATION AND CLEARANCE REFER TO BUILDING A RAINGARDEN INSTRUCTION SHEET, RAINGARDENS MUST BE BUILT TO MELBOURNE WATER REQUIREMENTS

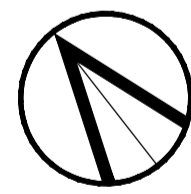
THE FINAL DESIGN OF THE STORMWATER SYSTEM WILL MEET COUNCIL DRAINAGE ENGINEERS' REQUIREMENTS. THE DESIGNED SYSTEM COMPLIES WITH MELBOURNE WATER STORM REQUIREMENTS THAT MEETS VICTORIAN BEST PRACTICE STORMWATER GUIDELINES

Water Overall contribution 9.0%

Minimum required 90%	73%	Pass
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Water Approach	
What approach do you want to use for Water?:	Use the built in calculation tools
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
Fixtures, fittings & connections profile	
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/space 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 machine): All	Yes
Non-potable water source connected to Hot Water System: All	No

Dwellings Energy Approach	
What approach do you want to use for Dwellings?:	Use the built in calculation tools
Are you installing any solar photovoltaic (PV) system(s)?:	No
Are you installing any other renewable energy system(s)?:	No
Energy Supply:	All-electric
Dwelling Energy Profiles	
Below the floor is: All	Ground or Carpark
Above the ceiling is: All	Outside
Exposed sides: All	3
NatHERS Annual Energy Loads - Heat:	
Unit 1	75.8 MJ/sqm
Unit 2	76.5 MJ/sqm
NatHERS Annual Energy Loads - Cool:	
Unit 1	22.0 MJ/sqm
Unit 2	19.8 MJ/sqm
NatHERS star rating: All	7.0
Type of Heating System: All	Reverse cycle central other
Heating System Efficiency: All	2 Stars (2019 MEPS)
Type of Cooling System: All	Refrigerative space
Cooling System Efficiency: All	2 Stars (2019 MEPS)
Type of Hot Water System: All	Electric instantaneous
Clothes Line: All	Private outdoor clothesline
Clothes Dryer: All	Occupant to install



NORTH

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Revisions

Rev

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WATER SENSITIVE URBAN DESIGN

UNIT DEVELOPMENT
1 HEATHER AVENUE,
THOMASTOWN

WSUD
REV_



PLANNING PERMIT

Permit No.:	PLN-43586
Planning Scheme:	Whittlesea Planning Scheme
Responsible Authority:	Whittlesea City Council
Address of the land:	1 Heather Avenue, Thomastown Lot: 29 LP: 85630

THE PERMIT ALLOWS:

Planning Scheme Clause No.	Matter for which the permit has been granted
32.08-6	Construction of two dwellings

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Compliance with documents approved under this permit

1. At all times what the permit allows must be carried out in accordance with the requirements of any document approved under this permit to the satisfaction of the responsible authority.
2. 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

3. Before the development starts, amended plans must be approved and endorsed by the responsible authority. The plans must be generally in accordance with the plans dated **August 2024** prepared by **Planning & Design**. The plan must:
 - a. be prepared to the satisfaction of the responsible authority.
 - b. be drawn to scale with dimensions and submitted in electronic form.
 - c. be generally in accordance with the plans forming part of the application, but modified to show the following details:
 - i. Space for four mobile garbage bins to each dwelling and to the satisfaction of the Responsible Authority;

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PLN-43586

Signature for the
Responsible Authority:

 Natalie Papadopoulos

- ii. Obscure glazing to first floor habitable room windows in accordance with Standard B22 of the Whittlesea Planning Scheme;
 - iii. 6 cubic metres of storage for each dwelling in accordance with Standard B30 of the Whittlesea Planning Scheme;
 - iv. Proposed Vehicle Crossing must be dowelled with 3 Heather Avenue and designed and constructed in accordance with Council Standard Drawing EDCM 502;
 - v. The existing Vehicle Crossing must be removed and reinstated of the concrete B2 kerb and channel continuing with the same width. The nature strip to be dressed and seeded to Council's Construction Supervisor's satisfaction;
 - vi. Proposed Vehicle Crossing must meet the minimum offset requirements as per table 1 of EDCM 502;
 - d. Landscaping as required by Condition No. 4 of this permit;
 - e. Recommendations of the SDA/SMP as required by Condition No. 5 of this permit;
 - f. Schedule of external materials, finishes and colours.
4. Concurrent with the endorsement of plans under Condition No. 3 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. 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 concept plan dated **August 2024** prepared by **Planning & Design**. The plan must show:
- a. The provision of some landscaping to the service yard of Dwelling No. 1.
 - b. Any changes as required by Condition No. 2 of this permit.
5. Before the development allowed by this permit starts, an amended Sustainable Design Assessment (SDA) 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 amended plans and Sustainable Design Assessment must be generally in accordance with the submitted SDA dated **15 November 2024** prepared by **Planning & Design**, but modified to show the following:
- a. Consistency with the plans as required by Condition Nos. 3 and 4 of this permit.
 - b. SDA report must be updated to reflect and reference NCC2022.
 - c. An Implementation Schedule, Identifying the responsible parties and project stage for the implementation of each ESD initiative.
 - d. Remove the notation on the WSUD plan for rainwater tanks to be located 'underground.' Rainwater tanks to be located at ground.

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Signature for the
Responsible Authority:

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- e. Address inconsistency of the specified rainwater tank size across the BESS report and SDA.
- f. Shading proposed to habitable room windows to be shown on corresponding windows in preliminary NatHERS assessment.

The SDA must be accompanied by a report from an industry accepted performance measurement tool.

- 6. Before the development permitted by this permit commences, an amended Environmentally Sustainable Development (ESD) Drawing must be submitted to and approved by the Responsible Authority. The ESD Drawing must be generally in accordance with the ESD Drawing prepared by **Planning and Design** dated **August 2024** but modified to include:
 - a. All features nominated within the associated SDA identified under Condition 5.
 - b. The drawing(s) must include the following:
 - i. Rainwater Tanks volume claimed and end use connections to toilets, laundry or irrigation systems;
 - ii. The Water Efficiency (WELS) Rating for water fixture/fitting and appliances as nominated in their respective locations, one Star of the most efficient equivalent capacity unit available;
 - iii. The NatHERS Energy Rating for each dwelling, annotated and emboldened;
 - iv. The Hot Water unit type and energy rating;
 - v. The Heating System type and energy rating;
 - vi. The Cooling System type and energy rating;
 - vii. Cross-flow ventilation breeze paths annotated for each habitable room (bedrooms and living spaces), demonstrating compliance as per BESS requirements;
 - viii. The location of appropriate external shading devices to all east, west and north facing habitable room windows. To be fixed shading to the north and adjustable shading to the east and west, or adjustable shading to north, east and west;
 - ix. Section details of external shading devices to northern windows demonstrating an appropriate shading angle for blocking unwanted summer sun for Melbourne;
 - x. Bicycle parking spaces to be amended and not be located above car bonnets and spaces that are exposed to the weather due to access difficulties. If a bike rack/hook is located on the garage long wall of each dwelling it must allow for clear access paths and minimum bicycle/car parking space requirements.

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- xi. Electrical Vehicle charging infrastructure to be shown, with a notation to show relevant specifications of EV car charging infrastructure at each garage/carport;
 - xii. To claim Urban Ecology 2.1 Vegetation credit, amended plans (TP03) must specify only turfed or planting areas and cannot include other landscaping elements such as hard paving/pavers (including permeable paving), loose pavers/stepping stones aggregate/pebbles, synthetic grass, decks, pool, RW tanks, storage sheds etc.
7. 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, 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.
8. 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

9. Once the development allowed by this permit has started, it must be continued and completed to the satisfaction of the Responsible Authority.
10. 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.
11. 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.
12. 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.

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13. 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, good 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.
14. 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

15. 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.
16. 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.
17. Prior to the issue of Statement of Compliance or occupation of the building allowed by this permit (whichever comes first), the permit holder must notify Council's Statutory Planning Unit that the development is complete and all ESD features as shown on the endorsed documents have been satisfied. Council officers may undertake a site inspection or require suitable evidence to be provided, to confirm all ESD features have been installed to the satisfaction of the Responsible Authority.

All manufacturers stickers on window glazing, WELS and Energy Ratings for fixtures and appliances, hot water services, heating and cooling units must be retained for evidencing purposes.

18. Before the occupation of the development hereby permitted, the area(s) set aside for the parking of vehicles and access lanes as shown on the endorsed plans must be:
 - a. Constructed

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- b. Properly formed to such levels that they can be used in accordance with the plans.
- c. Surfaced with an all-weather sealcoat or treated to the satisfaction of the Responsible Authority to prevent dust and gravel being emitted from the site.
- d. Drained and maintained.

to the satisfaction of the Responsible Authority. Car spaces, access lanes and driveways must be kept available for these purposes at all times, to the satisfaction of the Responsible Authority.

- 19. A minimum of (4) car spaces must be provided on the land for the *use and / or development* permitted, to the satisfaction of the Responsible Authority.
- 20. Discharge of stormwater from the land is required by means of an underground pipe drainage system designed to the satisfaction of the Responsible Authority and discharging to the legal point of discharge in a street or an underground pipe drain to the requirements of the Responsible Authority. In this regard no water must be discharged from any pipe or paved area onto the surface of any adjacent land.

Stormwater flows in excess of the approved capacity of the pipe drainage system must not be trapped by any construction but must be permitted to flow over the finished surface of the site to the street or drainage easement.

- 21. 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.
- 22. 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.
- 23. 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 under a Road Opening Permit and 'Infrastructure Protection Permit'.

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24. 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.
25. 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.
26. Before the use hereby permitted starts, the permit holder is required to 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.
27. Before the occupation of any dwelling allowed by this permit, reticulated (water, sewerage, and electricity) services must be constructed and available to the satisfaction of the Responsible Authority.
28. Any new dwelling allowed by this permit must not be connected to a reticulated gas service (within the meaning of clause 53.03 of the relevant planning scheme). This condition continues to have force and effect after the development authorised by this permit has been completed.

Permit expiry

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

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**Signature for the
Responsible Authority:**

 Natalie Papadopoulos

after the permit expiry date where the development allowed by the permit has lawfully started before the permit expires.

USEFUL INFORMATION:

(the following information does not form part of this permit)

Street numbering note:

Please note that property addresses and numbering is allocated by Council. This is usually formalised at the time of the subdivision, however it is Council's intention to number the proposed dwellings as follows:

U1 – 1/1 Heather Avenue, Thomastown

U2 – 2/1 Heather Avenue, Thomastown

Please check with Council's Subdivisions Unit to verify all street numberings before commencement of any advertising for sale or lease.

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.
- 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: 28-Jan-2025

**Signature for the
Responsible Authority:**

 Natalie Papadopoulos

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

- The responsible authority has issued a permit

(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the [Planning and Environment Act 1987](#).)

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 REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review 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 application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the responsible authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.



PLANNING AND DESIGN

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SDA REPORT SUSTAINABLE DESIGN ASSESSMENT

1 Heather Ave, Thomastown
VIC 3074, Australia

**Construction of a Double Storey rear of
existing Dwelling**

Municipality: **Whittlesea City Council**

Planning Application Number: **PLN-43586**
Applicant: Planning & Design P/L

Dated: 15 November 2024

SDA Summary

This report identifies that the dwellings in this development achieve:

- NatHERS **7.0-star rating** achieved as a minimum requirement in accordance with The National Construction Code (NCC) Part 3.12 & **Whittlesea City Council**. Refer FirstRate NatHERS Preview below or Summaries of Dwelling.
- 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: Ilias Costa
Assessor Accreditation: HERA10125
Software Version: FirstRate5 5.5.5 (3.22)

Documentation Details:

Project: 8109 / AUG 2024
Revision: Rev_A_2024 RESPONSE TO COUNCIL'S RFI
Sheets: TP01-TP04, WSUD

Methodology

The purpose of this report is to assess the thermal performance of the new development located at **1 Heather Ave Thomastown Victoria 3074**. Energy rating software FirstRate5 has been used to ascertain the heating and cooling loads (shown in Mj/m²) 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 **1 Heather Ave Thomastown Victoria 3074**. 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).

Building Fabric: NCC- Part 3.12.1

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:

- Please Refer to NatHERS Preview Certificates

External Glazing: NCC - Part 3.12.2

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

- Please Refer to NatHERS Preview Certificates

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.

Services: NCC - Part 3.12.5

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 ²
Residence (Class 1)	4.0W/m ² (a 20% reduction from The NCC allowance)
Garage (Class 10)	2.4W/m ² (a 20% reduction from The NCC allowance)
Outdoor zones	3.2W/m ² (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. This report identifies that the dwelling achieves the minimum 7.0-star rating, required in accordance with The National Construction Code (NCC) Part 3.12 & **Whittlesea City Council**.

- **Please Refer to NatHERS Preview Certificates**

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.

BESS 61%		Commitments	Score
Management:			33%
➤	ESD officer present at PRE-APP Meeting:	Not Present	
➤	Preliminary NatHERS:(Planning Permit Stage)	NatHERS Ratings Completed (TBC at PP)	
➤	Building users guide issued:	None Supplied	
Water:			73%
➤	Purple Pipe or On-site Water Recycling:	None	
➤	Swimming pool:	None	
➤	Rainwater Tanks:	>3000L with <u>Taps</u> attached, Connected to Toilets & L'dries	
➤	Bath Size:	Default or unrated	
➤	Fixtures, Fittings & Connections:		
○	Showerhead:	4 Star WELS (>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:			52%
➤	Installing a Solar Photovoltaic (PV) System:	No	
➤	Installing Other Renewable Energy System(s):	No	
➤	Energy Supply to Building:	All Electric	
➤	Average NatHERS Rating:	7.0 Star Average	
➤	Heating System & Efficiency:	Reverse Cycle Central other, 2 Stars (2019 MEPS)	
➤	Cooling System & Efficiency:	Refrigerative Space, 2 Stars (2019 MEPS)	
➤	Hot Water System:	Electric Instantaneous	
➤	Contribution from Hot Water:	0%	
➤	Clothesline:	Private Clothesline	
➤	Dryer:	Occupant to install	
➤	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	Satisfied External Shading Requirement	
➤	Min. 50% of Living Areas orientated to North	Unsatisfied North Orientation to Living Areas	
Transport:			100%
➤	Secure Bicycle Spaces:	2 Secure bicycles space (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	

- | | |
|------------------------------|--|
| ➤ Site Vegetation Cover: | 36.0% Vegetated Area |
| ➤ Green Roofs, Walls: | None Present |
| ➤ Balcony Floor Waste & Tap: | No Tap & Floor Waste has been Annotated |
| ➤ Food Production: | No Areas Provided |

- | | |
|--------------------------------------|---------------------|
| ➤ Innovative Ideas/Measures Imposed: | None imposed |
|--------------------------------------|---------------------|

Additional information

Parking rail	Spatial requirements	
Ned Kelly Space effective due to staggered heights and vertical hanging. Front wheel and frame are easily locked and fully supported.	<ul style="list-style-type: none"> • wall mounted or free standing on framing • recommended rail spacing 0.4-0.5m • rails alternate in height; 1.75m and 2.05m (top of rail) • minimum ceiling height is 2.2m • bicycles will extend up to 1.2m from the wall • minimum access corridor width 1.5m 	
Mona Lisa As mounted as part of a car park space (above car bonnet), a useful system for space efficient bike storage. Not useful for short term bike parking. Each rail can store up to two bikes.	<ul style="list-style-type: none"> • wall mounted • above a passenger car space, mount top of bar at 1.8m from floor; for a 4WD allow 2.05m • minimum ceiling height above a passenger car space is 2.3m, above a 4WD space 2.55m • from the wall, one bicycle extends 0.6m, two bicycles extend 0.8m 	

BESS Report

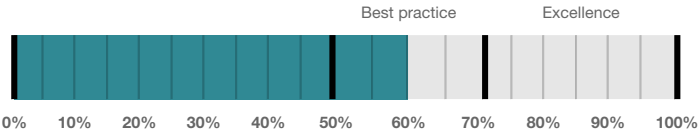
Built Environment Sustainability Scorecard



This BESS report outlines the sustainable design commitments of the proposed development at 1 Heather Ave Thomastown Victoria 3074. 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.

Your BESS Score



61%

Project details

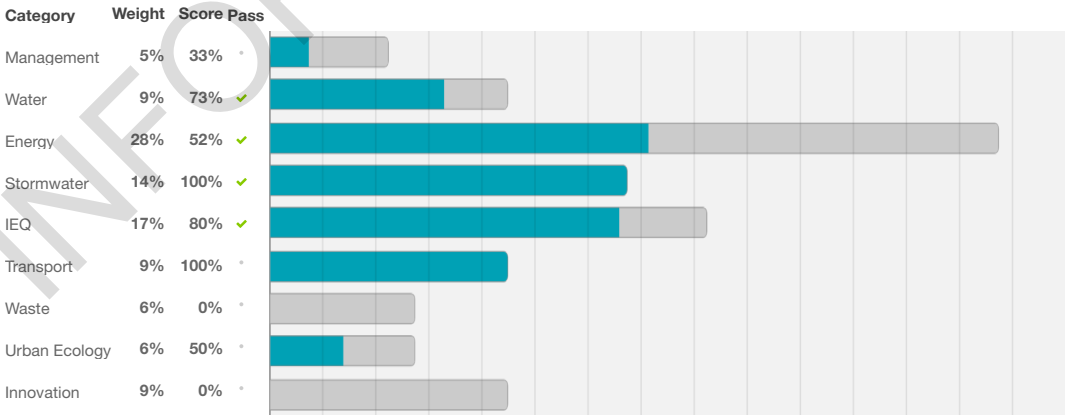
Name	1 Heather Ave, Thomastown VIC 3074, Australia
Address	1 Heather Ave Thomastown Victoria 3074
Project no	3BE6E9D5-R2
BESS Version	BESS-8

Site type	Multi dwelling (dual occupancy, townhouse, villa unit etc)
Account	illias@costadesigngroup.com
Application no.	PLN-43586
Site area	716 m ²
Building floor area	399 m ²
Date	15 November 2024
Software version	2.0.1-B.570



Performance by category

● This project ● Maximum available



Dwellings & Non Res Spaces

Dwellings

Name	Quantity	Area	% of total area
Townhouse			
Unit 1	1	211 m²	52%
Unit 2	1	188 m²	47%
Total	2	399 m²	100%

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, raingardens, buffer strips)		-
IEQ 2.2	Annotation: Dwellings designed for 'natural cross flow ventilation' (If not all dwellings, include a list of compliant dwellings)		-
IEQ 3.1	Annotation: Glazing specification (U-value, SHGC)		-
IEQ 3.2	Shading devices		-
Transport 1.1	Location of residential bicycle parking spaces		-
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
Management 2.2	Preliminary NatHERS assessments		-
Energy 3.5	Average lighting power density and lighting type(s) to be used		-
Stormwater 1.1	STORM report or MUSIC model		-
IEQ 2.2	A list of dwellings with natural cross flow ventilation		-
IEQ 3.1	Reference to floor plans or energy modelling showing the glazing specification (U-value and Solar Heat Gain Coefficient, SHGC)		-
IEQ 3.2	Reference to floor plans and elevations showing shading devices		-

Credit summary

Management Overall contribution 4.5%

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

Water Overall contribution 9.0%

<div><div></div></div>		Minimum required 50%	73%	✓ Pass
1.1 Potable Water Use Reduction	<div><div></div></div>		67%	
3.1 Water Efficient Landscaping	<div><div></div></div>		100%	

Energy Overall contribution 27.5%

<div><div></div></div>		Minimum required 50%	52%	✓ Pass
1.2 Thermal Performance Rating - Residential	<div><div></div></div>		0%	✓ Achieved
2.1 Greenhouse Gas Emissions	<div><div></div></div>		0%	
2.6 Electrification	<div><div></div></div>		100%	
2.7 Energy consumption	<div><div></div></div>		100%	
3.3 External Lighting	<div><div></div></div>		100%	
3.4 Clothes Drying	<div><div></div></div>		100%	
3.5 Internal Lighting - Houses and Townhouses	<div><div></div></div>		100%	
4.4 Renewable Energy Systems - Other	<div><div></div></div>		N/A	✦ Scoped Out
No other (non-solar PV) renewable energy is in use.				
4.5 Solar PV - Houses and Townhouses	<div><div></div></div>		0%	⊘ Disabled
No solar PV renewable energy is in use.				

Stormwater Overall contribution 13.5%

<div><div></div></div>		Minimum required 100%	100%	✓ Pass
1.1 Stormwater Treatment	<div><div></div></div>		100%	

IEQ Overall contribution 16.5%

<div><div></div></div>		Minimum required 50%	80%	✓ Pass
2.2 Cross Flow Ventilation	<div><div></div></div>		100%	
3.1 Thermal comfort - Double Glazing	<div><div></div></div>		100%	
3.2 Thermal Comfort - External Shading	<div><div></div></div>		100%	
3.3 Thermal Comfort - Orientation	<div><div></div></div>		0%	

Transport Overall contribution 9.0%

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

Waste Overall contribution 5.5%

		0%
1.1 - Construction Waste - Building Re-Use		0%
2.1 - Operational Waste - Food & Garden Waste		0%

Urban Ecology Overall contribution 5.5%

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

Innovation Overall contribution 9.0%

		0%
1.1 Innovation		0%

Credit breakdown

Management Overall contribution 4.5%

		33%
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1.1 Pre-Application Meeting		0%
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Score Contribution	This credit contributes 50% 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		100%
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Score Contribution	This credit contributes 33.3% towards the category score.	
Criteria	Have preliminary NatHERS ratings been undertaken for all thermally unique dwellings?	
Question	Criteria Achieved ?	
Townhouse	Yes	

4.1 Building Users Guide		0%
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Score Contribution	This credit contributes 16.7% towards the category score.	
Criteria	Will a building users guide be produced and issued to occupants?	
Question	Criteria Achieved ?	
Project	No	

Water Overall contribution 9.0%

Minimum required 50%

73% ✔ Pass**Water Approach**

What approach do you want to use for Water?: Use the built in calculation tools

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

Fixtures, fittings & connections profileShowerhead: All 4 Star WELS (≥ 4.5 but ≤ 6.0)

Bath: All Default or unrated

Kitchen Taps: All ≥ 5 Star WELS ratingBathroom 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/space 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 machine): All Yes

Non-potable water source connected to Hot Water System: All No

Rainwater tank profile

What is the total roof area connected to the rainwater tank?:

RWT 1 115 m²RWT 2 108 m²

Tank Size:

RWT 1 3,000 Litres

RWT 2 3,000 Litres

Irrigation area connected to tank:

RWT 1 49.0 m²RWT 2 35.8 m²

Is connected irrigation area a water efficient garden?:

RWT 1 Yes

RWT 2 Yes

Other external water demand connected to tank?:

RWT 1 -

RWT 2 -

1.1 Potable Water Use Reduction

67%

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	501 kL
Output	Proposed (excluding rainwater and recycled water use)
Project	403 kL
Output	Proposed (including rainwater and recycled water use)
Project	271 kL
Output	% Reduction in Potable Water Consumption
Project	45 %
Output	% of connected demand met by rainwater
Project	86 %
Output	How often does the tank overflow?
Project	Never / Rarely
Output	Opportunity for additional rainwater connection
Project	91 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

Energy Overall contribution 27.5%

Minimum required 50%

52% ✔ Pass

Dwellings Energy Approach

What approach do you want to use for Dwellings?: Use the built in calculation tools

Are you installing any solar photovoltaic (PV) system(s)?: No

Are you installing any other renewable energy system(s)?: No

Energy Supply: All-electric

Dwelling Energy Profiles

Below the floor is: All Ground or Carpark

Above the ceiling is: All Outside

Exposed sides: All 3

NatHERS Annual Energy Loads - Heat:

Unit 1 75.8 MJ/sqm

Unit 2 76.5 MJ/sqm

NatHERS Annual Energy Loads - Cool:

Unit 1 22.0 MJ/sqm

Unit 2 19.8 MJ/sqm

NatHERS star rating: All 7.0

Type of Heating System: All Reverse cycle central other

Heating System Efficiency: All 2 Stars (2019 MEPS)

Type of Cooling System: All Refrigerative space

Cooling System Efficiency: All 2 Stars (2019 MEPS)

Type of Hot Water System: All Electric Instantaneous

Clothes Line: All Private outdoor clothesline

Clothes Dryer: All Occupant to install

1.2 Thermal Performance Rating - Residential

0% ✔ Achieved

Score Contribution This credit contributes 17.6% towards the category score.

Criteria What is the average NatHERS rating?

Output Average NATHERS Rating (Weighted)

Townhouse 7.0 Stars

2.1 Greenhouse Gas Emissions

0%

Score Contribution This credit contributes 17.6% 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 7,485 kg CO2

Output Proposed Building with Proposed Services (Actual Building)







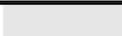

Townhouse 9,186 kg CO2

Output % Reduction in GHG Emissions

Townhouse -23 %

2.6 Electrification

100%

Score Contribution	This credit contributes 17.6% towards the category score.
Criteria	Is the development all-electric?
Question	Criteria Achieved?
Project	Yes
2.7 Energy consumption	 100%
Score Contribution	This credit contributes 23.5% towards the category score.
Criteria	What is the % reduction in annual energy consumption against the benchmark?
Output	Reference Building with Reference Services (BCA only)
Townhouse	63,118 MJ
Output	Proposed Building with Proposed Services (Actual Building)
Townhouse	38,905 MJ
Output	% Reduction in total energy
Townhouse	38 %
3.3 External Lighting	 100%
Score Contribution	This credit contributes 2.9% towards the category score.
Criteria	Is the external lighting controlled by a motion detector?
Question	Criteria Achieved ?
Townhouse	Yes
3.4 Clothes Drying	 100%
Score Contribution	This credit contributes 5.9% 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	1,282 kWh
Output	Proposed
Townhouse	256 kWh
Output	Improvement
Townhouse	80 %
3.5 Internal Lighting - Houses and Townhouses	 100%
Score Contribution	This credit contributes 2.9% towards the category score.
Criteria	Does the development achieve a maximum illumination power density of 4W/sqm or less?
Question	Criteria Achieved?
Townhouse	Yes
4.4 Renewable Energy Systems - Other	 N/A  Scoped Out
No other (non-solar PV) renewable energy is in use.	
This credit was scoped out	No other (non-solar PV) renewable energy is in use.
4.5 Solar PV - Houses and Townhouses	 0%  Disabled
No solar PV renewable energy is in use.	

This credit is disabled

No solar PV renewable energy is in use.

Stormwater Overall contribution 13.5%

	Minimum required 100%	100%	✓ Pass
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Which stormwater modelling software are you using?:	Melbourne Water STORM tool
1.1 Stormwater Treatment	100%
Score Contribution	This credit contributes 100% 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 16.5%

	Minimum required 50%	80%	✓ Pass
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2.2 Cross Flow Ventilation	100%
Score Contribution	This credit contributes 20% 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% 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	100%
Score Contribution	This credit contributes 20% towards the category score.
Criteria	Is appropriate external shading provided to east, west and north facing glazing?
Question	Criteria Achieved ?
Townhouse	Yes
3.3 Thermal Comfort - Orientation	0%
Score Contribution	This credit contributes 20% towards the category score.
Criteria	Are at least 50% of main living areas orientated to the north?
Question	Criteria Achieved ?
Townhouse	No

Transport Overall contribution 9.0%

	100%
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1.1 Bicycle Parking - Residential	100%
Score Contribution	This credit contributes 50% towards the category score.
Criteria	How many secure and undercover bicycle spaces are there for residents?
Question	Bicycle Spaces Provided ?
Townhouse	2
Output	Min Bicycle Spaces Required
Townhouse	2
1.2 Bicycle Parking - Residential Visitor	N/A  Scoped Out Not enough dwellings.
This credit was scoped out	Not enough dwellings.
2.1 Electric Vehicle Infrastructure	100%
Score Contribution	This credit contributes 50% towards the category score.
Criteria	Are facilities provided for the charging of electric vehicles?
Question	Criteria Achieved ?
Project	Yes

Waste Overall contribution 5.5%

	0%
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1.1 - Construction Waste - Building Re-Use	0%
Score Contribution	This credit contributes 50% 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% towards the category score.
Criteria	Are facilities provided for on-site management of food and garden waste?
Question	Criteria Achieved ?
Project	No

Urban Ecology Overall contribution 5.5%

		50%
2.1 Vegetation		100%
Score Contribution	This credit contributes 50% towards the category score.	
Criteria	How much of the site is covered with vegetation, expressed as a percentage of the total site area?	
Question	Percentage Achieved ?	
Project	36 %	
2.2 Green Roofs		0%
Score Contribution	This credit contributes 12.5% towards the category score.	
Criteria	Does the development incorporate a green roof?	
Question	Criteria Achieved ?	
Project	No	
2.3 Green Walls and Facades		0%
Score Contribution	This credit contributes 12.5% towards the category score.	
Criteria	Does the development incorporate a green wall or green façade?	
Question	Criteria Achieved ?	
Project	No	
2.4 Private Open Space - Balcony / Courtyard Ecology		0%
Score Contribution	This credit contributes 12.5% towards the category score.	
Criteria	Is there a tap and floor waste on every balcony and courtyard (including any roof terraces)?	
Question	Criteria Achieved ?	
Townhouse	No	
3.1 Food Production - Residential		0%
Score Contribution	This credit contributes 12.5% towards the category score.	
Criteria	What area of space per resident is dedicated to food production?	
Question	Food Production Area	
Townhouse	-	
Output	Min Food Production Area	
Townhouse	2 m²	

Innovation Overall contribution 9.0%

		0%
1.1 Innovation		0%
Score Contribution	This credit contributes 100% towards the category score.	
Criteria	What percentage of the Innovation points have been claimed (10 points maximum)?	

Disclaimer

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

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INFORMATION ONLY

Nationwide House Energy Rating Scheme® NatHERS® Certificate No. V90X0IW3P3

Generated on 15 Nov 2024 using FirstRate5: 5.5.5a (3.22)

Property

Address 1, 1 Heather Avenue,
Thomastown, VIC, 3074

Lot/DP -

NCC Class* Class 1a

Floor/all Floors

Type New Home

Plans

Main plan REV_8109

Prepared by DM - PLANNING & DESIGN PTY LTD

Construction and environment

Assessed floor area [m²]*		Exposure type
Conditioned*	165	suburban
Unconditioned*	43.2	NatHERS climate zone
Total	208.2	60 Tullamarine
Garage	33	



Accredited assessor

Name Ilias Costa

Business name Proto Energy

Email ilias@costadesigngroup.com

Phone 0488088806

Accreditation No. HERA10125

Assessor Accrediting Organisation HERA

Declaration of interest No

NCC Requirements

NCC provisions Volume 2

State/Territory variation Yes

National Construction Code (NCC) requirements

The NCC allows the use of NatHERS accredited software to comply with the energy efficiency requirements for houses (Class 1 buildings) and apartments (Class 2 sole-occupancy units and Class 4 parts of buildings). The applicable requirements for houses are detailed in Specification 42 of NCC Volume Two. For apartments the requirements are detailed in clauses J3D3 and J3D15 of NCC Volume One.

NCC 2022 includes enhanced thermal performance requirements for houses and apartments. It also includes a new whole-of-home annual energy use budget which applies to the major equipment in the home.

The NCC, and associated ABCB Standards and support material, can be accessed at www.abcb.gov.au.

Note, variations and additions to the NCC energy efficiency requirements may apply in some states and territories.

Thermal performance star rating



97.8 MJ/m²

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

For more information on your dwelling's rating see:
www.nathers.gov.au

Thermal performance [MJ/m²]

Limits taken from ABCB Standard 2022

	Heating	Cooling
Modelled	75.8	22
Load limits	95	27

Features determining load limits

	CSOG
Floor type (lowest conditioned area)	
NCC climate zone 1 or 2	N
Outdoor living area	N
Outdoor living area ceiling fan	N

Whole of Home performance rating

No Whole of Home
performance rating
generated for this
certificate

Verification

To verify this certificate, scan the QR code or visit When using either link, ensure you are visiting www.fr5.com.au.



About the ratings

Thermal performance rating

NatHERS thermal software models the expected heating and cooling energy loads using information about the design, construction, climate and common patterns of household use. The thermal performance rating (shown as a star rating on this Certificate) does not take into account appliances, apart from the airflow impacts from ceiling fans.

Whole of Home performance rating

NatHERS Whole of Home software uses the heating and cooling energy loads combined with the energy performance of the home's appliances (heating, cooling, hot water, lighting, pool/spa pump and onsite renewable energy generation and storage) and models the expected energy value* of the whole home. The Whole of Home performance rating is shown as a score out of 100 on this Certificate.

Heating & Cooling Load Limits

Additional information

In some locations under the NCC NatHERS pathway, separate heating and cooling load limits may apply. Minimum required star ratings in northern parts of Australia may also be affected by the presence or absence of an outdoor living area and/or an outdoor living area ceiling fan. Refer to the ABCB NatHERS heating and cooling load limits Standard 2022 for details or contact the relevant local building regulating authority, noting that State and Territory variations may also apply.

Setting options:

Floor type:

- CSOG – Concrete Slab on Ground
- SF – Suspended Floor (or a mixture of CSOG and SF)
- NA – Not Applicable

NCC climate Zone 1 or 2:

- Yes
- No
- NA – not applicable

Outdoor living area:

- Yes
- No
- NA – not applicable

Outdoor living area ceiling fan:

- Yes
- No
- NA – not applicable

Predicted Whole of Home annual impact by appliance

Shows the contribution each appliance has on the home's annual energy use, greenhouse gas emissions and cost without solar

Energy use:

No Whole of Home performance assessment conducted for this certificate.

Greenhouse gas emissions:

No Whole of Home performance assessment conducted for this certificate.

Cost:

No Whole of Home performance assessment conducted for this certificate.

Graph key:



Predicted onsite renewable energy impact

No Whole of Home performance assessment conducted for this certificate.

Certificate check

The checklist covers important items impacting the dwelling's ratings. It is recommended that the accuracy of the whole certificate is checked.

Note: The boxes indicate when and who should check each item. It is not mandatory to complete this checklist.

	Approval stage		Construction stage		
	Assessor checked	Consent authority/surveyor checked	Builder checked	Consent authority/surveyor checked	Occupancy/other
Genuine certificate check					
Does this Certificate match the one available at the web address or QR code verification link on the front page?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the NatHERS certificate number on the NatHERS-stamped plans match the number on this Certificate?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thermal performance check					
Windows and glazed doors					
Does the window size, opening type and location shown on the NatHERS-stamped plans or as installed match what is shown in 'Window and glazed door schedule' and 'Roof window schedule' tables on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the installed windows meet the substitution tolerances (AFRC* based SHGC* and U-values*) as shown in the 'Window and glazed door type and performance' and 'Roof window type and performance' tables on this Certificate?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
External walls					
Does the external wall bulk insulation (R-value) shown on the NatHERS-stamped plans or as installed match what is shown in the External wall type table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the external wall shade (colour) match what is shown in the 'External wall type' table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Floor					
Does the floor insulation (R-value) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Floor type' table on this certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling penetrations*					
Does the 'quantity' and 'type' of ceiling penetrations* (e.g. downlights, exhaust fans, etc) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Ceiling penetrations' table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling					
Does the ceiling insulation (R-value) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Ceiling type' table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roof					
Does the external roof shade (colour) on the NatHERS stamped plans or as installed match what is shown in the 'Roof type' table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Apartment entrance doors (NCC Class 2 assessments only)					
Does the 'External Door Schedule' show apartment entrance doors? Please note that an "external door" between the modelled dwelling and a shared space, such as an enclosed corridor or foyer, should not be included in the assessment (because it overstates the possible ventilation) and would invalidate the Certificate.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Exposure*					
Has the appropriate exposure type (terrain) (shown on page 1) been applied? For example, it is unlikely that a ground-floor apartment is "exposed" or a top floor high-rise apartment is "protected".	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Heating and cooling load limits*					
Do the load limits settings (shown on page 1) match the values in the ABCB Standard 2022: NatHERS heating and cooling load limits for the appropriate climate zone?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Certificate check

Continued

Approval stage		Construction stage		
Assessor checked	Consent authority/surveyor checked	Builder checked	Consent authority/surveyor checked	Occupancy/other

Additional NCC requirements for thermal performance (not included in the NatHERS assessment)

Thermal bridging

Does the dwelling meet the NCC requirement for thermal bridging?

☐
☐
☐
☐

Insulation installation method

Has the insulation been installed according to the NCC requirements?

☐
☐
☐

Building sealing

Does the dwelling meet the NCC requirements for Building Sealing?

☐
☐
☐
☐

Whole of Home performance check (not applicable if a Whole of Home performance assessment is not conducted)

Appliances

Does the cooling appliance/s type, location and efficiency/performance shown on the NatHERS-stamped plans or as installed match the location and minimum efficiency/performance requirements shown in the Appliance schedule on this Certificate?

☐
☐
☐
☐
☐

Does the heating appliance/s type, location and efficiency/performance shown on the NatHERS-stamped plans or installed, match the location and minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Certificate?

☐
☐
☐
☐
☐

Does the hot water system type and efficiency/performance shown on the NatHERS-stamped plans or as installed match the location and minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Certificate?

☐
☐
☐
☐
☐

Does the pool pump efficiency/performance shown on the NatHERS-stamped plans or as installed match the minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Certificate?

☐
☐
☐
☐
☐

Does the onsite renewable energy system type, orientation and system size or generation capacity shown on the NatHERS stamped plans or installed match the 'Onsite Renewable Energy schedule' on this Certificate?

☐
☐
☐
☐
☐

Additional NCC Requirements for Services (not included in the NatHERS assessment)

Does the lighting meet the artificial lighting requirements specified in the NCC?

☐
☐
☐
☐

Does the hot water system meet the additional requirements specified in the NCC?

☐
☐
☐
☐

Provisional values* check

Have provisional values* been used in the assessment and, if so, are they noted in 'Additional notes' table below?

☐
☐

Other NCC requirements

Note: This Certificate only covers the energy efficiency requirements in the NCC. Additional requirements that must also be satisfied include, but are not limited to: condensation, structural and fire safety requirements and any state or territory variations to the NCC energy efficiency requirements.

Additional notes

Room schedule

Room	Zone Type	Area [m²]
GUEST ENS	nightTime	6.2
GUEST BED	bedroom	10.8
WIP	dayTime	2.7
STAIRS	dayTime	3.8
KIT/LIV/DIN	kitchen	54
L'DRY	unconditioned	7
WC	unconditioned	3.2
GARAGE	garage	33
MASTER WIR	nightTime	8
SITTING/STAIRS	living	26.5
MASTER BED	bedroom	16.1
MASTER ENS	nightTime	11.5
BED 4	bedroom	12.4
BED 4 ENS	nightTime	5.7
BED 3	bedroom	13.8

Window and glazed door type and performance

Default* windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
CMP-005-03 I	Composite A DG Argon Fill High Solar Gain low-E -Clear	3.2	0.46	0.44	0.48
CMP-006-03 I	Composite B DG Argon Fill High Solar Gain low-E -Clear	3.2	0.49	0.47	0.51

Custom* windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

Window and glazed door schedule

Location	Window ID	Window no.	Height [mm]	Width [mm]	Window type	Opening %	Orientation	Window shading device*
GUEST ENS	CMP-005-03 I	Opening 20	1200	900	awning	90.0	SE	No
GUEST BED	CMP-005-03 I	Opening 18	2100	900	awning	90.0	NW	Yes
GUEST BED	CMP-006-03 I	Opening 19	2100	900	fixed	0.0	NW	Yes

GUEST BED	CMP-005-03 I	Opening 21	1200	900	awning	90.0	SE	Yes
KIT/LIV/DIN	CMP-005-03 I	Opening 22	2100	1200	awning	90.0	NW	No
KIT/LIV/DIN	CMP-005-03 I	Opening 23	2100	1200	awning	90.0	NW	Yes
KIT/LIV/DIN	CMP-005-03 I	Opening 46	1200	900	awning	90.0	SE	Yes
KIT/LIV/DIN	CMP-005-03 I	Opening 38	2100	1200	awning	90.0	NW	Yes
KIT/LIV/DIN	CMP-006-03 I	Opening 35	2400	3500	sliding	60.0	NE	Yes
KIT/LIV/DIN	CMP-006-03 I	Opening 36	2100	900	fixed	0.0	NE	No
KIT/LIV/DIN	CMP-005-03 I	Opening 37	2100	900	awning	90.0	NE	No
L'DRY	CMP-006-03 I	Opening 40	1200	900	fixed	0.0	NE	No
L'DRY	CMP-005-03 I	Opening 41	1200	900	awning	90.0	NE	No
WC	CMP-005-03 I	Opening 42	1200	600	awning	90.0	NE	No
MASTER WIR	CMP-006-03 I	Opening 24	2400	2100	sliding	45.0	NW	No
SITTING/STAIRS	CMP-006-03 I	Opening 29	1500	600	fixed	0.0	SW	No
SITTING/STAIRS	CMP-005-03 I	Opening 43	1500	1050	awning	10.0	NE	No
SITTING/STAIRS	CMP-006-03 I	Opening 44	1500	1050	fixed	0.0	NE	No
MASTER BED	CMP-005-03 I	Opening 25	1800	1050	awning	10.0	NW	Yes
MASTER BED	CMP-006-03 I	Opening 48	2100	1050	fixed	0.0	NW	Yes
MASTER ENS	CMP-005-03 I	Opening 27	1200	750	awning	10.0	SW	No
MASTER ENS	CMP-005-03 I	Opening 28	1200	600	awning	10.0	SW	No
MASTER ENS	CMP-006-03 I	Opening 47	1200	750	fixed	0.0	SW	No
BED 4	CMP-005-03 I	Opening 33	1500	1050	awning	10.0	NW	Yes
BED 4	CMP-006-03 I	Opening 34	1500	1050	fixed	0.0	NW	Yes
BED 4 ENS	CMP-005-03 I	Opening 32	2100	565	awning	90.0	SE	No
BED 3	CMP-005-03 I	Opening 30	1500	1050	awning	10.0	SW	No
BED 3	CMP-006-03 I	Opening 31	1500	1050	fixed	0.0	SW	No

Roof window* type and performance value

Default* roof windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

Custom* roof windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

Roof window* schedule

Location	Window ID	Window no.	Opening %	Area [m²]	Width [mm]	Orientation	Outdoor shade	Indoor shade
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No Data Available

Skylight* *type and performance*

Skylight ID	Skylight description	Skylight shaft reflectance
No Data Available		

Skylight* *schedule*

Location	Skylight ID	Skylight No.	Skylight shaft length [mm]	Area [m²]	Orient-ation	Outdoor shade	Diffuser
No Data Available							

External door *schedule*

Location	Height [mm]	Width [mm]	Opening %	Orientation
KIT/LIV/DIN	2400	920	100.0	NW
L'DRY	2400	820	100.0	NW
GARAGE	2400	2541	100.0	SW
GARAGE	2100	920	100.0	NE

External wall *type*

Wall ID	Wall type	Solar absorptance	Wall shade [colour]	Bulk insulation [R-value]	Reflective wall wrap*
1	FR5 - Brick Veneer	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	Yes
2	FR5 - Brick Veneer	0.5	Medium		No
3	PW - CSR Party Wall	0.5	Medium	Glass fibre batt: R2.5 (R2.5);Glass fibre batt: R2.5 (R2.5)	No
4	CW - Weatherboard	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	Yes
5	XCW - 75mm Expanded Polystyrene Clad	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	Yes

External wall *schedule*

Location	Wall ID	Height [mm]	Width [mm]	Orientation	Horizontal shading feature* maximum projection [mm]	Vertical shading feature* (yes/no)
GUEST ENS	1	2700	1464	NW	0	No
GUEST ENS	1	2700	1981	SE	0	Yes
GUEST ENS	1	2700	3635	NE	0	Yes
GUEST BED	1	2700	2996	NW	0	No
GUEST BED	1	2700	795	SW	0	Yes
GUEST BED	1	2700	2996	SE	0	Yes
STAIRS	1	2700	2091	SW	0	Yes

STAIRS	1	2700	1194	SE	0	Yes
KIT/LIV/DIN	1	2700	5461	NW	1300	Yes
KIT/LIV/DIN	1	2700	9254	SW	0	No
KIT/LIV/DIN	1	2700	1507	SE	0	Yes
KIT/LIV/DIN	1	2700	2151	NW	498	Yes
KIT/LIV/DIN	1	2700	7629	NE	510	Yes
L'DRY	1	2700	2887	NW	500	Yes
L'DRY	1	2700	3260	NE	0	Yes
WC	1	2700	1802	SE	0	Yes
WC	1	2700	1795	NE	0	Yes
GARAGE	2	2700	5495	SW	0	Yes
GARAGE	3	2700	6002	SE	0	No
GARAGE	2	2700	1438	NE	0	Yes
MASTER WIR	4	2700	1998	NW	526	No
MASTER WIR	4	2700	4005	NE	520	Yes
SITTING/STAIRS	2	2700	2091	SW	447	Yes
SITTING/STAIRS	2	2700	1194	SE	445	Yes
SITTING/STAIRS	4	2700	5191	NE	520	Yes
MASTER BED	4	2700	4021	NW	526	No
MASTER BED	4	2700	4005	SW	515	No
MASTER ENS	4	2700	4661	SW	515	No
MASTER ENS	4	2700	1507	SE	531	Yes
BED 4	5	2700	3183	NW	467	Yes
BED 4	5	2700	4115	NE	471	No
BED 4 ENS	5	2700	3183	SE	487	Yes
BED 4 ENS	5	2700	1600	NE	472	No
BED 3	5	2700	4056	SW	469	Yes
BED 3	5	2700	3412	SE	487	Yes

Internal wall type

Wall ID	Wall type	Area [m²]	Bulk insulation
1	FR5 - Internal Plasterboard Stud Wall	123.1	
2	FR5 - Internal Plasterboard Stud Wall	30.6	Glass fibre batt: R2.5 (R2.5)

Floor type

Location	Construction	Area [m²]	Sub-floor ventilation	Added insulation [R-value]	Covering
GUEST ENS	CF - WafflePod-85mm Insulated	6.2	Enclosed	R0.6;R0.2	Tiles
GUEST BED	CF - WafflePod-85mm Insulated	1.4	Enclosed	R0.6;R0.2	Carpet

NatHERS Certificate

7 Star Rating as of 15 Nov 2024

GUEST BED	CF - WafflePod-85mm Insulated	9.4	Enclosed	R0.6;R0.2	Carpet
WIP	CF - WafflePod-85mm Insulated	2.7	Enclosed	R0.6;R0.2	Timber
STAIRS	CF - WafflePod-85mm Insulated	3.8	Enclosed	R0.6;R0.2	Timber
KIT/LIV/DIN	CF - WafflePod-85mm Insulated	51.4	Enclosed	R0.6;R0.2	Timber
KIT/LIV/DIN	CF - WafflePod-85mm Insulated	2.6	Enclosed	R0.6;R0.2	Timber
L'DRY	CF - WafflePod-85mm Insulated	3.1	Enclosed	R0.6;R0.2	Tiles
L'DRY	CF - WafflePod-85mm Insulated	3.8	Enclosed	R0.6;R0.2	Tiles
WC	CF - WafflePod-85mm Insulated	1.1	Enclosed	R0.6;R0.2	Tiles
WC	CF - WafflePod-85mm Insulated	2.1	Enclosed	R0.6;R0.2	Tiles
GARAGE	CF - WafflePod-85mm Insulated	8.6	Enclosed	R0.6;R0.2	none
GARAGE	CF - WafflePod-85mm Insulated	24.4	Enclosed	R0.6;R0.2	none
MASTER WIR	FR5 - Timber Lined	0.9	Elevated	R2.5	Carpet
MASTER WIR	FR5 - Timber Lined	7.1	Enclosed	R0.0	Carpet
SITTING/STAIRS	FR5 - Timber Lined	23.4	Enclosed	R0.0	Carpet
SITTING/STAIRS	FR5 - Timber Lined	3.1	Elevated	R2.5	Carpet
MASTER BED	FR5 - Timber Lined	16.1	Enclosed	R0.0	Carpet
MASTER ENS	FR5 - Timber Lined	11.5	Enclosed	R0.0	Tiles
BED 4	FR5 - Timber Lined	5.5	Enclosed	R2.5	Carpet
BED 4	FR5 - Timber Lined	5.1	Enclosed	R0.0	Carpet
BED 4	FR5 - Timber Lined	1.8	Elevated	R2.5	Carpet
BED 4 ENS	FR5 - Timber Lined	4.6	Enclosed	R2.5	Tiles
BED 4 ENS	FR5 - Timber Lined	1.1	Enclosed	R0.0	Tiles
BED 3	FR5 - Timber Lined	13.8	Enclosed	R2.5	Carpet

Ceiling type

Location	Construction material/type	Bulk insulation R-value [may include edge batt values]	Reflective wrap*
GUEST ENS	Plasterboard	R4.0	No
GUEST BED	FR5 - Timber Lined	R0.0	No
GUEST BED	Plasterboard	R4.0	No
WIP	FR5 - Timber Lined	R0.0	No
STAIRS	FR5 - Timber Lined	R0.0	No

KIT/LIV/DIN	FR5 - Timber Lined	R0.0	No
KIT/LIV/DIN	Plasterboard	R4.0	No
L'DRY	FR5 - Timber Lined	R2.5	No
L'DRY	FR5 - Timber Lined	R0.0	No
L'DRY	Plasterboard	R4.0	No
WC	FR5 - Timber Lined	R0.0	No
WC	Plasterboard	R4.0	No
GARAGE	Plasterboard	R0.0	No
GARAGE	FR5 - Timber Lined	R2.5	No
MASTER WIR	Plasterboard	R5.0	Yes
MASTER WIR	Plasterboard	R5.0	Yes
SITTING/STAIRS	Plasterboard	R5.0	Yes
SITTING/STAIRS	Plasterboard	R5.0	Yes
MASTER BED	Plasterboard	R5.0	Yes
MASTER ENS	Plasterboard	R5.0	Yes
BED 4	Plasterboard	R5.0	Yes
BED 4	Plasterboard	R5.0	Yes
BED 4	Plasterboard	R5.0	Yes
BED 4 ENS	Plasterboard	R5.0	Yes
BED 4 ENS	Plasterboard	R5.0	Yes
BED 3	Plasterboard	R5.0	Yes

Ceiling penetrations*

Location	Quantity	Type	Height [mm]	Width [mm]	Sealed/unsealed
GUEST ENS	1	Downlights	50	50	Sealed
GUEST ENS	1	Exhaust Fans	225	225	Sealed
GUEST BED	2	Downlights	50	50	Sealed
WIP	1	Downlights	50	50	Sealed
STAIRS	1	Downlights	50	50	Sealed
KIT/LIV/DIN	13	Downlights	50	50	Sealed
L'DRY	1	Downlights	50	50	Sealed
WC	1	Downlights	50	50	Sealed
WC	1	Exhaust Fans	225	225	Sealed
MASTER WIR	1	Downlights	50	50	Sealed
SITTING/STAIRS	6	Downlights	50	50	Sealed
MASTER BED	2	Downlights	50	50	Sealed
MASTER ENS	2	Downlights	50	50	Sealed
MASTER ENS	1	Exhaust Fans	225	225	Sealed
BED 4	2	Downlights	50	50	Sealed

NatHERS Certificate

7 Star Rating as of 15 Nov 2024

BED 4 ENS	1	Downlights	50	50	Sealed
BED 4 ENS	1	Exhaust Fans	225	225	Sealed
BED 3	2	Downlights	50	50	Sealed

Ceiling fans

Location	Quantity	Diameter [mm]
No Data Available		

Roof type

Construction	Added insulation [R-value]	Solar absorptance	Roof shade [colour]
Framed:Flat - Flat Framed (Metal Deck)	0.0	0.59	Medium
Cont:Attic-Continuous	0.0	0.59	Medium

Thermal bridging schedule for steel frame elements

Building element	Steel section dimensions [height x width, mm]	Frame spacing [mm]	Steel thickness [BMT,mm]	Thermal break [R-value]
No Data Available				

Appliance schedule

(not applicable if a Whole of Home performance assessment is not conducted for this certificate)

Note: A flat assumption of 5W/m2 is used for lighting, therefore lighting is not included in the appliance schedule.

Cooling system

Appliance/ system type	Location	Fuel type	Minimum efficiency/ performance	Recommended capacity
No Whole of Home performance assessment conducted for this certificate.				

Heating system

Appliance/ system type	Location	Fuel type	Minimum efficiency/ performance	Recommended capacity
No Whole of Home performance assessment conducted for this certificate.				

Hot water system

Appliance/ system type	Fuel type	Minimum efficiency/ performance	Hot Water CER Zone	Zone 3 STC	Assessed daily load
No Whole of Home performance assessment conducted for this certificate.					

Pool/spa equipment

Appliance/ system type	Fuel type	Minimum efficiency/ performance	Recommended capacity
No Whole of Home performance assessment conducted for this certificate.			

Onsite renewable energy *schedule*

(not applicable if a Whole of Home performance assessment is not conducted for this certificate)

System type	Orientation	System size or generation capacity
No Whole of Home performance assessment conducted for this certificate.		

Battery *schedule*

(not applicable if a Whole of Home performance assessment is not conducted for this certificate)

System type	Size [battery storage capacity]
No Whole of Home performance assessment conducted for this certificate.	

Explanatory Notes

About this report

NatHERS ratings are a reliable guide for comparing different dwelling designs and to demonstrate that designs meet the energy efficiency requirements in the National Construction Code.

NatHERS ratings use computer modelling to evaluate a home's energy efficiency and performance. They use localised climate data and standard assumptions on how people use their home to predict the heating and cooling energy loads and energy value* of the whole home. The thermal performance star rating uses the home's building specifications, layout, orientation and fabric (i.e. walls, windows, floors, roofs and ceilings) to predict the heating and cooling energy loads. The Whole of Home performance rating uses information about the home's appliances and onsite energy generation and storage to estimate the homes energy value*.

The actual energy loads, cost and greenhouse gas emissions of a home may vary from that predicted. This is because the assumptions will not always match the actual occupant usage patterns. For example, the number of occupants and how people use their appliances will vary. Energy efficient homes use less energy, are warmer on cool days, cooler on hot days and cost less to run.

Accredited assessors

For quality assured NatHERS Certificates, always use an accredited or licenced assessor registered with an Assessor Accrediting Organisation (AAO). AAOs have strict quality assurance processes, and professional development requirements ensuring consistently high standards for assessments.

Non-accredited assessors (Raters) have no ongoing training requirements and are not quality assured.

Any queries about this report should be directed to the assessor. If the assessor is unable to address questions or concerns, contact the AAO specified on the front of this certificate.

Disclaimer

The NatHERS Certificate format is developed by the NatHERS Administrator. However, the content in the certificate is entered by the assessor. It is the assessor's responsibility to use NatHERS accredited software correctly and follow the NatHERS Technical Note to produce a NatHERS Certificate.

The predicted annual energy load, cost and greenhouse gas emissions in this NatHERS Certificate are an estimate based on an assessment of the dwelling's design by the assessor. It is not a prediction of actual energy use, cost or emissions. The information and ratings may be used to compare how other dwellings are likely to perform when used in a similar way.

Information presented in this report relies on a range of standard assumptions (both embedded in NatHERS accredited software and made by the assessor who prepared this report), including assumptions about occupancy, behaviour, appliance performance, indoor air temperature and local climate.

Not all assumptions made by the assessor using the NatHERS accredited software tool are presented in this report and further details of data files may be obtained from the assessor.

Glossary

Annual energy load	the predicted amount of energy required for heating and cooling, based on standard occupancy assumptions.
AFRC	Australian Fenestration Rating Council
Assessed floor area	the floor area modelled in the software for the purpose of the NatHERS assessment. Note, this may not be consistent with the floor area in the design documents.
Ceiling penetrations	features that require a penetration to the ceiling, including downlights, vents, exhaust fans, range hoods, chimneys and flues. Excludes fixtures attached to the ceiling with small holes through the ceiling for wiring, e.g. ceiling fans; pendant lights, and heating and cooling ducts.
Conditioned	a zone within a dwelling that is expected to require heating and cooling based on standard occupancy assumptions. In some circumstances it will include garages.
COP	Coefficient of performance
Custom windows	windows listed in NatHERS software that are available on the market in Australia and have a WERS (Window Energy Rating Scheme) rating.
Default windows	windows that are representative of a specific type of window product and whose properties have been derived by statistical methods.
EER	Energy Efficiency Ratio, measure of how much cooling can be achieved by an air conditioner for a single kWh of electricity input
Energy use	This is your homes rating without solar or batteries.
Energy value	The net cost to society including, but not limited to, costs to the building user, the environment and energy networks (as defined in the ABCB Housing Provisions Standard).
Entrance door	these signify ventilation benefits in the modelling software and must not be modelled as a door when opening to a minimally ventilated corridor in a Class 2 building.
Exposure category – exposed	terrain with no obstructions e.g. flat grazing land, ocean-frontage, desert, exposed high-rise unit (usually above 10 floors).
Exposure category – open	terrain with few obstructions at a similar height e.g. grasslands with few well scattered obstructions below 10m, farmland with scattered sheds, lightly vegetated bush blocks, elevated units (e.g. above 3 floors).
Exposure category – suburban	terrain with numerous, closely spaced obstructions below 10m e.g. suburban housing, heavily vegetated bushland areas.
Exposure category – protected	terrain with numerous, closely spaced obstructions over 10 m e.g. city and industrial areas.
Horizontal shading feature	provides shading to the building in the horizontal plane, e.g. eaves, verandahs, pergolas, carports, or overhangs or balconies from upper levels.
National Construction Code (NCC) Class	the NCC groups buildings by their function and use, and assigns a classification code. NatHERS software models NCC Class 1, 2 or 4 buildings and attached Class 10a buildings. Definitions can be found at www.abcb.gov.au .
Net zero home	a home that achieves a net zero energy value*.
Opening percentage	the openability percentage or operable (moveable) area of doors or windows that is used in ventilation calculations.
Provisional value	an assumed value that does not represent an actual value. For example, if the wall colour is unspecified in the documentation, a provisional value of 'medium' must be modelled. Acceptable provisional values are outlined in the NatHERS Technical Note and can be found at www.nathers.gov.au
Recommended capacity	this is the capacity or size of equipment that is recommended by NatHERS to achieve the desired comfort conditions in the zone or zones serviced. This is a recommendation and the final selection sizing should be confirmed by a suitably qualified person.
Reflective wrap (also known as foil)	can be applied to walls, roofs and ceilings. When combined with an appropriate air gap and emissivity value, it provides insulative properties.
Roof window	for NatHERS this is typically an operable window (i.e. can be opened), will have a plaster or similar light well if there is an attic space, and generally does not have a diffuser.
Shading features	includes neighbouring buildings, fences, and wing walls, but excludes eaves.
Solar heat gain coefficient (SHGC)	the fraction of incident solar radiation admitted through a window, both directly transmitted as well as absorbed and subsequently released inward. SHGC is expressed as a number between 0 and 1. The lower a window's SHGC, the less solar heat it transmits.
Skylight (also known as roof lights)	for NatHERS this is typically a moulded unit with flexible reflective tubing (light well) and a diffuser at ceiling level.

*Refer to glossary.

STCs	Small-scale Technology Certificates, certificates created by the REC registry for renewable energy technologies that may be bought and sold as part of the Small-scale Renewable Energy Scheme operated by the Clean Energy Regulatory
Thermal breaks	are materials with an R-value greater than or equal to 0.2 that must separate the metal frame from the cladding. This includes, but is not limited to, materials such as timber battens greater than or equal to 20mm thick, continuous thermal breaks such as polystyrene insulation sheeting, plastic strips or furring channels.
U-value	the rate of heat transfer through a window. The lower the U-value, the better the insulating ability.
Unconditioned	a zone within a dwelling that is assumed to not require heating and cooling based on standard occupancy assumptions.
Vertical shading features	provides shading to the building in the vertical plane and can be parallel or perpendicular to the subject wall/window. Includes privacy screens, other walls in the building (wing walls), fences, other buildings, vegetation (protected or listed heritage trees).
Window shading device	a device fixed to windows that provides shading e.g. window awnings or screens but excludes horizontal* or vertical shading features* (eg eaves and balconies)

Nationwide House Energy Rating Scheme® NatHERS® Certificate No. A8X8N8F9LV

Generated on 15 Nov 2024 using FirstRate5: 5.5.5a (3.22)

Property

Address 2, 1 Heather Avenue,
Thomastown, VIC, 3074

Lot/DP -

NCC Class* Class 1a

Floor/all Floors

Type New Home

Plans

Main plan REV_8109

Prepared by DM - PLANNING & DESIGN PTY LTD

Construction and environment

Assessed floor area [m²]*		Exposure type
Conditioned*	154.3	suburban
Unconditioned*	45.4	NatHERS climate zone
Total	199.7	60 Tullamarine
Garage	33	



Accredited assessor

Name Illias Costa

Business name Proto Energy

Email illias@costadesigngroup.com

Phone 0488088806

Accreditation No. HERA10125

Assessor Accrediting Organisation HERA

Declaration of interest No

NCC Requirements

NCC provisions Volume 2

State/Territory variation Yes

National Construction Code (NCC) requirements

The NCC allows the use of NatHERS accredited software to comply with the energy efficiency requirements for houses (Class 1 buildings) and apartments (Class 2 sole-occupancy units and Class 4 parts of buildings). The applicable requirements for houses are detailed in Specification 42 of NCC Volume Two. For apartments the requirements are detailed in clauses J3D3 and J3D15 of NCC Volume One.

NCC 2022 includes enhanced thermal performance requirements for houses and apartments. It also includes a new whole-of-home annual energy use budget which applies to the major equipment in the home.

The NCC, and associated ABCB Standards and support material, can be accessed at www.abcb.gov.au.

Note, variations and additions to the NCC energy efficiency requirements may apply in some states and territories.

Thermal performance star rating



Thermal performance [MJ/m²]

Limits taken from ABCB Standard 2022

	Heating	Cooling
Modelled	76.5	19.8
Load limits	95	27

Features determining load limits

	CSOG
Floor type (lowest conditioned area)	
NCC climate zone 1 or 2	N
Outdoor living area	N
Outdoor living area ceiling fan	N

Whole of Home performance rating

No Whole of Home
performance rating
generated for this
certificate

Verification

To verify this certificate, scan the QR code or visit When using either link, ensure you are visiting www.fr5.com.au.



About the ratings

Thermal performance rating

NatHERS thermal software models the expected heating and cooling energy loads using information about the design, construction, climate and common patterns of household use. The thermal performance rating (shown as a star rating on this Certificate) does not take into account appliances, apart from the airflow impacts from ceiling fans.

Whole of Home performance rating

NatHERS Whole of Home software uses the heating and cooling energy loads combined with the energy performance of the home's appliances (heating, cooling, hot water, lighting, pool/spa pump and onsite renewable energy generation and storage) and models the expected energy value* of the whole home. The Whole of Home performance rating is shown as a score out of 100 on this Certificate.

Heating & Cooling Load Limits

Additional information

In some locations under the NCC NatHERS pathway, separate heating and cooling load limits may apply. Minimum required star ratings in northern parts of Australia may also be affected by the presence or absence of an outdoor living area and/or an outdoor living area ceiling fan. Refer to the ABCB NatHERS heating and cooling load limits Standard 2022 for details or contact the relevant local building regulating authority, noting that State and Territory variations may also apply.

Setting options:

Floor type:

- CSOG – Concrete Slab on Ground
- SF – Suspended Floor (or a mixture of CSOG and SF)
- NA – Not Applicable

NCC climate Zone 1 or 2:

- Yes
- No
- NA – not applicable

Outdoor living area:

- Yes
- No
- NA – not applicable

Outdoor living area ceiling fan:

- Yes
- No
- NA – not applicable

Predicted Whole of Home annual impact by appliance

Shows the contribution each appliance has on the home's annual energy use, greenhouse gas emissions and cost without solar

Energy use:

No Whole of Home performance assessment conducted for this certificate.

Greenhouse gas emissions:

No Whole of Home performance assessment conducted for this certificate.

Cost:

No Whole of Home performance assessment conducted for this certificate.

Graph key:



Predicted onsite renewable energy impact

No Whole of Home performance assessment conducted for this certificate.

Certificate check

The checklist covers important items impacting the dwelling's ratings. It is recommended that the accuracy of the whole certificate is checked.

Note: The boxes indicate when and who should check each item. It is not mandatory to complete this checklist.

	Approval stage		Construction stage		
	Assessor checked	Consent authority/surveyor checked	Builder checked	Consent authority/surveyor checked	Occupancy/other
Genuine certificate check					
Does this Certificate match the one available at the web address or QR code verification link on the front page?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the NatHERS certificate number on the NatHERS-stamped plans match the number on this Certificate?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thermal performance check					
Windows and glazed doors					
Does the window size, opening type and location shown on the NatHERS-stamped plans or as installed match what is shown in 'Window and glazed door schedule' and 'Roof window schedule' tables on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the installed windows meet the substitution tolerances (AFRC* based SHGC* and U-values*) as shown in the 'Window and glazed door type and performance' and 'Roof window type and performance' tables on this Certificate?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
External walls					
Does the external wall bulk insulation (R-value) shown on the NatHERS-stamped plans or as installed match what is shown in the External wall type table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the external wall shade (colour) match what is shown in the 'External wall type' table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Floor					
Does the floor insulation (R-value) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Floor type' table on this certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling penetrations*					
Does the 'quantity' and 'type' of ceiling penetrations* (e.g. downlights, exhaust fans, etc) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Ceiling penetrations' table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling					
Does the ceiling insulation (R-value) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Ceiling type' table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roof					
Does the external roof shade (colour) on the NatHERS stamped plans or as installed match what is shown in the 'Roof type' table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Apartment entrance doors (NCC Class 2 assessments only)					
Does the 'External Door Schedule' show apartment entrance doors? Please note that an "external door" between the modelled dwelling and a shared space, such as an enclosed corridor or foyer, should not be included in the assessment (because it overstates the possible ventilation) and would invalidate the Certificate.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Exposure*					
Has the appropriate exposure type (terrain) (shown on page 1) been applied? For example, it is unlikely that a ground-floor apartment is "exposed" or a top floor high-rise apartment is "protected".	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Heating and cooling load limits*					
Do the load limits settings (shown on page 1) match the values in the ABCB Standard 2022: NatHERS heating and cooling load limits for the appropriate climate zone?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Certificate check

Continued

	Approval stage		Construction stage		
	Assessor checked	Consent authority/surveyor checked	Builder checked	Consent authority/surveyor checked	Occupancy/other
Additional NCC requirements for thermal performance (not included in the NatHERS assessment)					
Thermal bridging					
Does the dwelling meet the NCC requirement for thermal bridging?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insulation installation method					
Has the insulation been installed according to the NCC requirements?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Building sealing					
Does the dwelling meet the NCC requirements for Building Sealing?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Whole of Home performance check (not applicable if a Whole of Home performance assessment is not conducted)					
Appliances					
Does the cooling appliance/s type, location and efficiency/performance shown on the NatHERS-stamped plans or as installed match the location and minimum efficiency/performance requirements shown in the Appliance schedule on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the heating appliance/s type, location and efficiency/performance shown on the NatHERS-stamped plans or installed, match the location and minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the hot water system type and efficiency/performance shown on the NatHERS-stamped plans or as installed match the location and minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the pool pump efficiency/performance shown on the NatHERS-stamped plans or as installed match the minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the onsite renewable energy system type, orientation and system size or generation capacity shown on the NatHERS stamped plans or installed match the 'Onsite Renewable Energy schedule' on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Additional NCC Requirements for Services (not included in the NatHERS assessment)					
Does the lighting meet the artificial lighting requirements specified in the NCC?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the hot water system meet the additional requirements specified in the NCC?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provisional values* check					
Have provisional values* been used in the assessment and, if so, are they noted in 'Additional notes' table below?	<input type="checkbox"/>	<input type="checkbox"/>			
Other NCC requirements					
Note: This Certificate only covers the energy efficiency requirements in the NCC. Additional requirements that must also be satisfied include, but are not limited to: condensation, structural and fire safety requirements and any state or territory variations to the NCC energy efficiency requirements.					

Additional notes

Room schedule

Room	Zone Type	Area [m²]
GARAGE	garage	33
GUEST ENS	nightTime	5.1
GUEST BED	bedroom	11.8
KIT/LIV/DIN	kitchen	57.2
WC	dayTime	2.3
L'DRY	unconditioned	5.2
WIP	dayTime	3.6
BED 3	bedroom	12.9
BATH	unconditioned	7.2
SITTING/STAIRS	living	21
BED 4	bedroom	14.5
MASTER WIR	nightTime	5.1
MASTER BED	bedroom	17.8
MASTER ENS	nightTime	7.2

Window and glazed door type and performance

Default* windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
ALM-003-03 A	Aluminium A DG Air Fill High Solar Gain low-E -Clear	4.3	0.47	0.45	0.49
ALM-004-03 A	Aluminium B DG Air Fill High Solar Gain low-E -Clear	4.3	0.53	0.5	0.56

Custom* windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

Window and glazed door schedule

Location	Window ID	Window no.	Height [mm]	Width [mm]	Window type	Opening %	Orientation	Window shading device*
GUEST ENS	ALM-003-03 A	Opening 72	1200	600	awning	90.0	NW	No
GUEST BED	ALM-003-03 A	Opening 70	2100	900	awning	90.0	E	No
GUEST BED	ALM-004-03 A	Opening 71	2100	900	fixed	0.0	E	No
KIT/LIV/DIN	ALM-004-03 A	Opening 63	2400	450	fixed	0.0	SW	No

KIT/LIV/DIN	ALM-003-03 A	Opening 64	2100	1050	awning	60.0	NW	No
KIT/LIV/DIN	ALM-004-03 A	Opening 65	2100	1050	fixed	0.0	NW	No
KIT/LIV/DIN	ALM-004-03 A	Opening 66	600	1800	fixed	0.0	SW	No
KIT/LIV/DIN	ALM-004-03 A	Opening 67	2400	2400	sliding	45.0	E	Yes
L'DRY	ALM-003-03 A	Opening 69	1200	600	awning	90.0	E	No
BED 3	ALM-003-03 A	Opening 83	1500	2100	awning	45.0	NE	Yes
BATH	ALM-003-03 A	Opening 81	1200	600	awning	10.0	NE	No
BATH	ALM-004-03 A	Opening 82	1200	600	fixed	0.0	NE	No
SITTING/STAIRS	ALM-004-03 A	Opening 75	1500	600	fixed	0.0	SW	No
SITTING/STAIRS	ALM-003-03 A	Opening 79	2100	1050	awning	10.0	E	Yes
SITTING/STAIRS	ALM-004-03 A	Opening 80	2100	1050	fixed	0.0	E	Yes
BED 4	ALM-003-03 A	Opening 73	1500	1050	awning	10.0	SW	Yes
BED 4	ALM-004-03 A	Opening 74	1500	1050	fixed	0.0	SW	Yes
MASTER BED	ALM-004-03 A	Opening 76	2400	2100	sliding	45.0	NW	Yes
MASTER ENS	ALM-003-03 A	Opening 77	1200	600	awning	90.0	NE	No
MASTER ENS	ALM-004-03 A	Opening 78	1200	600	fixed	0.0	NE	No

Roof window* type and performance value

Default* roof windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

Custom* roof windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

Roof window* schedule

Location	Window ID	Window no.	Opening %	Area [m²]	Width [mm]	Orientation	Outdoor shade	Indoor shade
No Data Available								

Skylight* type and performance

Skylight ID	Skylight description	Skylight shaft reflectance
No Data Available		

Skylight* schedule

Location	Skylight ID	Skylight No.	Skylight shaft length [mm]	Area [m²]	Orientation	Outdoor shade	Diffuser
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No Data
Available

External door *schedule*

Location	Height [mm]	Width [mm]	Opening %	Orientation
GARAGE	2400	920	100.0	NE
KIT/LIV/DIN	2400	920	100.0	SW
L'DRY	2400	820	90.0	E

External wall *type*

Wall ID	Wall type	Solar absorptance	Wall shade [colour]	Bulk insulation [R-value]	Reflective wall wrap*
1	PW - CSR Party Wall	0.5	Medium	Glass fibre batt: R2.5 (R2.5); Glass fibre batt: R2.5 (R2.5)	No
2	FR5 - Brick Veneer	0.5	Medium		No
3	FR5 - Brick Veneer	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	Yes
4	XCW - 75mm Expanded Polystyrene Clad	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	Yes
5	AF - Axon Cladding	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	Yes

External wall *schedule*

Location	Wall ID	Height [mm]	Width [mm]	Orientation	Horizontal shading feature* maximum projection [mm]	Vertical shading feature* (yes/no)
GARAGE	1	2700	6003	NW	0	No
GARAGE	2	2700	5496	SW	0	Yes
GARAGE	2	2700	1440	NE	0	Yes
GUEST ENS	3	2700	3006	NW	0	Yes
GUEST ENS	3	2700	1501	NE	0	Yes
GUEST BED	2	2700	120	SE	0	Yes
GUEST BED	3	2700	2503	E	0	No
GUEST BED	3	2700	3099	NE	0	Yes
KIT/LIV/DIN	3	2700	2199	NW	0	Yes
KIT/LIV/DIN	3	2700	1999	SW	0	Yes
KIT/LIV/DIN	3	2700	2794	NW	0	Yes
KIT/LIV/DIN	3	2700	6747	SW	0	No
KIT/LIV/DIN	3	2700	3259	SE	0	Yes
KIT/LIV/DIN	3	2700	4245	E	0	Yes
L'DRY	3	2700	3978	E	0	Yes
WIP	3	2700	297	SE	0	Yes

WIP	3	2700	2222	E	0	Yes
BED 3	4	2700	4360	NW	475	Yes
BED 3	4	2700	2964	NE	468	No
BATH	4	2700	1498	SE	4058	Yes
BATH	4	2700	898	NE	1635	Yes
BATH	4	2700	1168	SE	4956	Yes
BATH	4	2700	2201	NE	469	No
SITTING/STAIRS	2	2700	999	SW	438	Yes
SITTING/STAIRS	4	2700	1244	SE	470	Yes
SITTING/STAIRS	4	2700	3149	E	473	No
SITTING/STAIRS	4	2700	1633	NE	3226	Yes
BED 4	4	2700	3465	NW	475	Yes
BED 4	2	2700	4057	SW	436	Yes
MASTER WIR	4	2700	1499	SE	472	Yes
MASTER BED	5	2700	3845	NW	544	Yes
MASTER BED	5	2700	4496	SW	544	No
MASTER ENS	5	2700	2005	SW	545	No
MASTER ENS	5	2700	3598	SE	551	No
MASTER ENS	5	2700	2005	NE	542	Yes

Internal wall type

Wall ID	Wall type	Area [m ²]	Bulk insulation
1	FR5 - Internal Plasterboard Stud Wall	59.7	Glass fibre batt: R2.5 (R2.5)
2	FR5 - Internal Plasterboard Stud Wall	106.4	

Floor type

Location	Construction	Area [m ²]	Sub-floor ventilation	Added insulation [R-value]	Covering
GARAGE	CF - WafflePod-85mm Insulated	24.5	Enclosed	R0.6;R0.2	none
GARAGE	CF - WafflePod-85mm Insulated	8.5	Enclosed	R0.6;R0.2	none
GUEST ENS	CF - WafflePod-85mm Insulated	3.4	Enclosed	R0.6;R0.2	Tiles
GUEST ENS	CF - WafflePod-85mm Insulated	1.7	Enclosed	R0.6;R0.2	Tiles
GUEST BED	CF - WafflePod-85mm Insulated	6.8	Enclosed	R0.6;R0.2	Carpet
GUEST BED	CF - WafflePod-85mm Insulated	5	Enclosed	R0.6;R0.2	Carpet
KIT/LIV/DIN	CF - WafflePod-85mm Insulated	2.7	Enclosed	R0.6;R0.2	Timber

KIT/LIV/DIN	CF - WafflePod-85mm Insulated	42.4	Enclosed	R0.6;R0.2	Timber
KIT/LIV/DIN	CF - WafflePod-85mm Insulated	9.8	Enclosed	R0.6;R0.2	Timber
KIT/LIV/DIN	CF - WafflePod-85mm Insulated	2.3	Enclosed	R0.6;R0.2	Timber
WC	CF - WafflePod-85mm Insulated	2.3	Enclosed	R0.6;R0.2	Tiles
L'DRY	CF - WafflePod-85mm Insulated	3.9	Enclosed	R0.6;R0.2	Tiles
L'DRY	CF - WafflePod-85mm Insulated	1.3	Enclosed	R0.6;R0.2	Tiles
WIP	CF - WafflePod-85mm Insulated	1.4	Enclosed	R0.6;R0.2	Timber
WIP	CF - WafflePod-85mm Insulated	2.3	Enclosed	R0.6;R0.2	Timber
BED 3	FR5 - Timber Lined	7.3	Enclosed	R2.5	Carpet
BED 3	FR5 - Timber Lined	5.6	Enclosed	R0.0	Carpet
BATH	FR5 - Timber Lined	0.8	Enclosed	R2.5	Tiles
BATH	FR5 - Timber Lined	6.4	Enclosed	R0.0	Tiles
SITTING/STAIRS	FR5 - Timber Lined	19.9	Enclosed	R0.0	Carpet
SITTING/STAIRS	FR5 - Timber Lined	1.1	Enclosed	R2.5	Carpet
BED 4	FR5 - Timber Lined	14.5	Enclosed	R2.5	Carpet
MASTER WIR	FR5 - Timber Lined	5.1	Enclosed	R0.0	Carpet
MASTER BED	FR5 - Timber Lined	1.3	Elevated	R2.5	Carpet
MASTER BED	FR5 - Timber Lined	16.5	Enclosed	R0.0	Carpet
MASTER ENS	FR5 - Timber Lined	7.2	Enclosed	R0.0	Tiles

Ceiling type

Location	Construction material/type	Bulk insulation R-value [may include edge batt values]	Reflective wrap*
GARAGE	FR5 - Timber Lined	R2.5	No
GARAGE	Plasterboard	R0.0	No
GUEST ENS	FR5 - Timber Lined	R0.0	No
GUEST ENS	Plasterboard	R4.0	No
GUEST BED	FR5 - Timber Lined	R0.0	No
GUEST BED	Plasterboard	R4.0	No
KIT/LIV/DIN	Plasterboard	R4.0	No
KIT/LIV/DIN	FR5 - Timber Lined	R0.0	No
KIT/LIV/DIN	Plasterboard	R4.0	No
KIT/LIV/DIN	Plasterboard	R4.0	No
WC	FR5 - Timber Lined	R0.0	No

L'DRY	FR5 - Timber Lined	R0.0	No
L'DRY	Plasterboard	R4.0	No
WIP	Plasterboard	R4.0	No
WIP	FR5 - Timber Lined	R0.0	No
BED 3	Plasterboard	R5.0	Yes
BED 3	Plasterboard	R5.0	Yes
BATH	Plasterboard	R5.0	Yes
BATH	Plasterboard	R5.0	Yes
SITTING/STAIRS	Plasterboard	R5.0	Yes
SITTING/STAIRS	Plasterboard	R5.0	Yes
BED 4	Plasterboard	R5.0	Yes
MASTER WIR	Plasterboard	R5.0	Yes
MASTER BED	Plasterboard	R5.0	Yes
MASTER BED	Plasterboard	R5.0	Yes
MASTER ENS	Plasterboard	R5.0	Yes

Ceiling penetrations*

Location	Quantity	Type	Height [mm]	Width [mm]	Sealed/unsealed
GUEST ENS	1	Downlights	50	50	Sealed
GUEST ENS	1	Exhaust Fans	225	225	Sealed
GUEST BED	2	Downlights	50	50	Sealed
KIT/LIV/DIN	9	Downlights	50	50	Sealed
WC	1	Downlights	50	50	Sealed
WC	1	Exhaust Fans	225	225	Sealed
L'DRY	1	Downlights	50	50	Sealed
WIP	1	Downlights	50	50	Sealed
BED 3	2	Downlights	50	50	Sealed
BATH	2	Downlights	50	50	Sealed
BATH	1	Exhaust Fans	225	225	Sealed
SITTING/STAIRS	4	Downlights	50	50	Sealed
BED 4	2	Downlights	50	50	Sealed
MASTER WIR	1	Downlights	50	50	Sealed
MASTER BED	4	Downlights	50	50	Sealed
MASTER ENS	1	Downlights	50	50	Sealed
MASTER ENS	1	Exhaust Fans	225	225	Sealed

Ceiling fans

Location	Quantity	Diameter [mm]
No Data Available		

Roof type

Construction	Added insulation [R-value]	Solar absorptance	Roof shade [colour]
Framed:Flat - Flat Framed (Metal Deck)	0.0	0.59	Medium
Cont:Attic-Continuous	0.0	0.59	Medium

Thermal bridging schedule for steel frame elements

Building element	Steel section dimensions [height x width, mm]	Frame spacing [mm]	Steel thickness [BMT,mm]	Thermal break [R-value]
No Data Available				

Appliance schedule

(not applicable if a Whole of Home performance assessment is not conducted for this certificate)

Note: A flat assumption of 5W/m2 is used for lighting, therefore lighting is not included in the appliance schedule.

Cooling system

Appliance/ system type	Location	Fuel type	Minimum efficiency/ performance	Recommended capacity
No Whole of Home performance assessment conducted for this certificate.				

Heating system

Appliance/ system type	Location	Fuel type	Minimum efficiency/ performance	Recommended capacity
No Whole of Home performance assessment conducted for this certificate.				

Hot water system

Appliance/ system type	Fuel type	Minimum efficiency/ performance	Hot Water CER Zone	Zone 3 STC	Assessed daily load
No Whole of Home performance assessment conducted for this certificate.					

Pool/spa equipment

Appliance/ system type	Fuel type	Minimum efficiency/ performance	Recommended capacity
No Whole of Home performance assessment conducted for this certificate.			

Onsite renewable energy schedule

(not applicable if a Whole of Home performance assessment is not conducted for this certificate)

System type	Orientation	System size or generation capacity
No Whole of Home performance assessment conducted for this certificate.		

Battery schedule

(not applicable if a Whole of Home performance assessment is not conducted for this certificate)

System type

Size [battery storage capacity]

No Whole of Home performance assessment conducted for this certificate.

Explanatory Notes

About this report

NatHERS ratings are a reliable guide for comparing different dwelling designs and to demonstrate that designs meet the energy efficiency requirements in the National Construction Code.

NatHERS ratings use computer modelling to evaluate a home's energy efficiency and performance. They use localised climate data and standard assumptions on how people use their home to predict the heating and cooling energy loads and energy value* of the whole home. The thermal performance star rating uses the home's building specifications, layout, orientation and fabric (i.e. walls, windows, floors, roofs and ceilings) to predict the heating and cooling energy loads. The Whole of Home performance rating uses information about the home's appliances and onsite energy generation and storage to estimate the homes energy value*.

The actual energy loads, cost and greenhouse gas emissions of a home may vary from that predicted. This is because the assumptions will not always match the actual occupant usage patterns. For example, the number of occupants and how people use their appliances will vary. Energy efficient homes use less energy, are warmer on cool days, cooler on hot days and cost less to run.

Accredited assessors

For quality assured NatHERS Certificates, always use an accredited or licenced assessor registered with an Assessor Accrediting Organisation (AAO). AAOs have strict quality assurance processes, and professional development requirements ensuring consistently high standards for assessments.

Non-accredited assessors (Raters) have no ongoing training requirements and are not quality assured.

Any queries about this report should be directed to the assessor. If the assessor is unable to address questions or concerns, contact the AAO specified on the front of this certificate.

Disclaimer

The NatHERS Certificate format is developed by the NatHERS Administrator. However, the content in the certificate is entered by the assessor. It is the assessor's responsibility to use NatHERS accredited software correctly and follow the NatHERS Technical Note to produce a NatHERS Certificate.

The predicted annual energy load, cost and greenhouse gas emissions in this NatHERS Certificate are an estimate based on an assessment of the dwelling's design by the assessor. It is not a prediction of actual energy use, cost or emissions. The information and ratings may be used to compare how other dwellings are likely to perform when used in a similar way.

Information presented in this report relies on a range of standard assumptions (both embedded in NatHERS accredited software and made by the assessor who prepared this report), including assumptions about occupancy, behaviour, appliance performance, indoor air temperature and local climate.

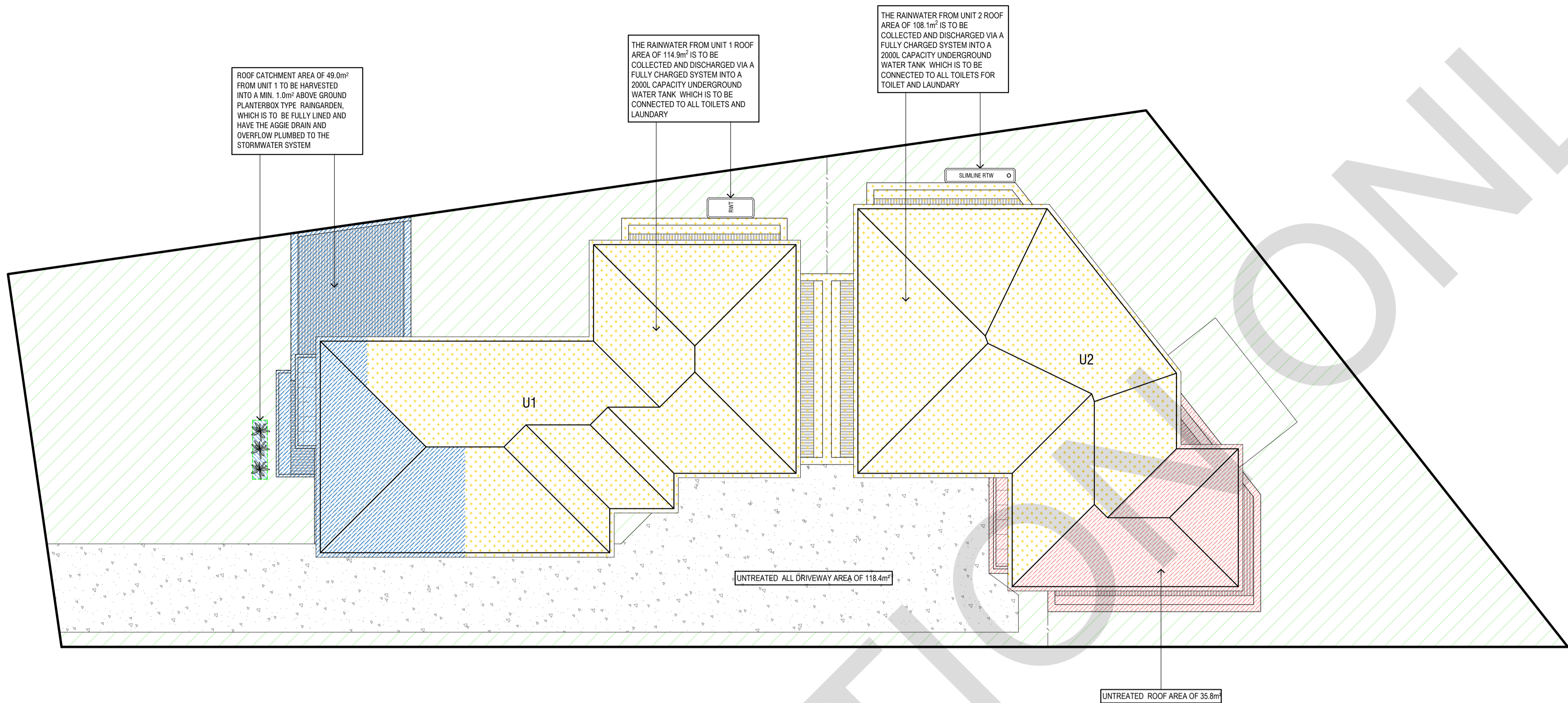
Not all assumptions made by the assessor using the NatHERS accredited software tool are presented in this report and further details of data files may be obtained from the assessor.

Glossary

Annual energy load	the predicted amount of energy required for heating and cooling, based on standard occupancy assumptions.
AFRC	Australian Fenestration Rating Council
Assessed floor area	the floor area modelled in the software for the purpose of the NatHERS assessment. Note, this may not be consistent with the floor area in the design documents.
Ceiling penetrations	features that require a penetration to the ceiling, including downlights, vents, exhaust fans, range hoods, chimneys and flues. Excludes fixtures attached to the ceiling with small holes through the ceiling for wiring, e.g. ceiling fans; pendant lights, and heating and cooling ducts.
Conditioned	a zone within a dwelling that is expected to require heating and cooling based on standard occupancy assumptions. In some circumstances it will include garages.
COP	Coefficient of performance
Custom windows	windows listed in NatHERS software that are available on the market in Australia and have a WERS (Window Energy Rating Scheme) rating.
Default windows	windows that are representative of a specific type of window product and whose properties have been derived by statistical methods.
EER	Energy Efficiency Ratio, measure of how much cooling can be achieved by an air conditioner for a single kWh of electricity input
Energy use	This is your homes rating without solar or batteries.
Energy value	The net cost to society including, but not limited to, costs to the building user, the environment and energy networks (as defined in the ABCB Housing Provisions Standard).
Entrance door	these signify ventilation benefits in the modelling software and must not be modelled as a door when opening to a minimally ventilated corridor in a Class 2 building.
Exposure category – exposed	terrain with no obstructions e.g. flat grazing land, ocean-frontage, desert, exposed high-rise unit (usually above 10 floors).
Exposure category – open	terrain with few obstructions at a similar height e.g. grasslands with few well scattered obstructions below 10m, farmland with scattered sheds, lightly vegetated bush blocks, elevated units (e.g. above 3 floors).
Exposure category – suburban	terrain with numerous, closely spaced obstructions below 10m e.g. suburban housing, heavily vegetated bushland areas.
Exposure category – protected	terrain with numerous, closely spaced obstructions over 10 m e.g. city and industrial areas.
Horizontal shading feature	provides shading to the building in the horizontal plane, e.g. eaves, verandahs, pergolas, carports, or overhangs or balconies from upper levels.
National Construction Code (NCC) Class	the NCC groups buildings by their function and use, and assigns a classification code. NatHERS software models NCC Class 1, 2 or 4 buildings and attached Class 10a buildings. Definitions can be found at www.abcb.gov.au .
Net zero home	a home that achieves a net zero energy value*.
Opening percentage	the openability percentage or operable (moveable) area of doors or windows that is used in ventilation calculations.
Provisional value	an assumed value that does not represent an actual value. For example, if the wall colour is unspecified in the documentation, a provisional value of 'medium' must be modelled. Acceptable provisional values are outlined in the NatHERS Technical Note and can be found at www.nathers.gov.au
Recommended capacity	this is the capacity or size of equipment that is recommended by NatHERS to achieve the desired comfort conditions in the zone or zones serviced. This is a recommendation and the final selection sizing should be confirmed by a suitably qualified person.
Reflective wrap (also known as foil)	can be applied to walls, roofs and ceilings. When combined with an appropriate air gap and emissivity value, it provides insulative properties.
Roof window	for NatHERS this is typically an operable window (i.e. can be opened), will have a plaster or similar light well if there is an attic space, and generally does not have a diffuser.
Shading features	includes neighbouring buildings, fences, and wing walls, but excludes eaves.
Solar heat gain coefficient (SHGC)	the fraction of incident solar radiation admitted through a window, both directly transmitted as well as absorbed and subsequently released inward. SHGC is expressed as a number between 0 and 1. The lower a window's SHGC, the less solar heat it transmits.
Skylight (also known as roof lights)	for NatHERS this is typically a moulded unit with flexible reflective tubing (light well) and a diffuser at ceiling level.

*Refer to glossary.

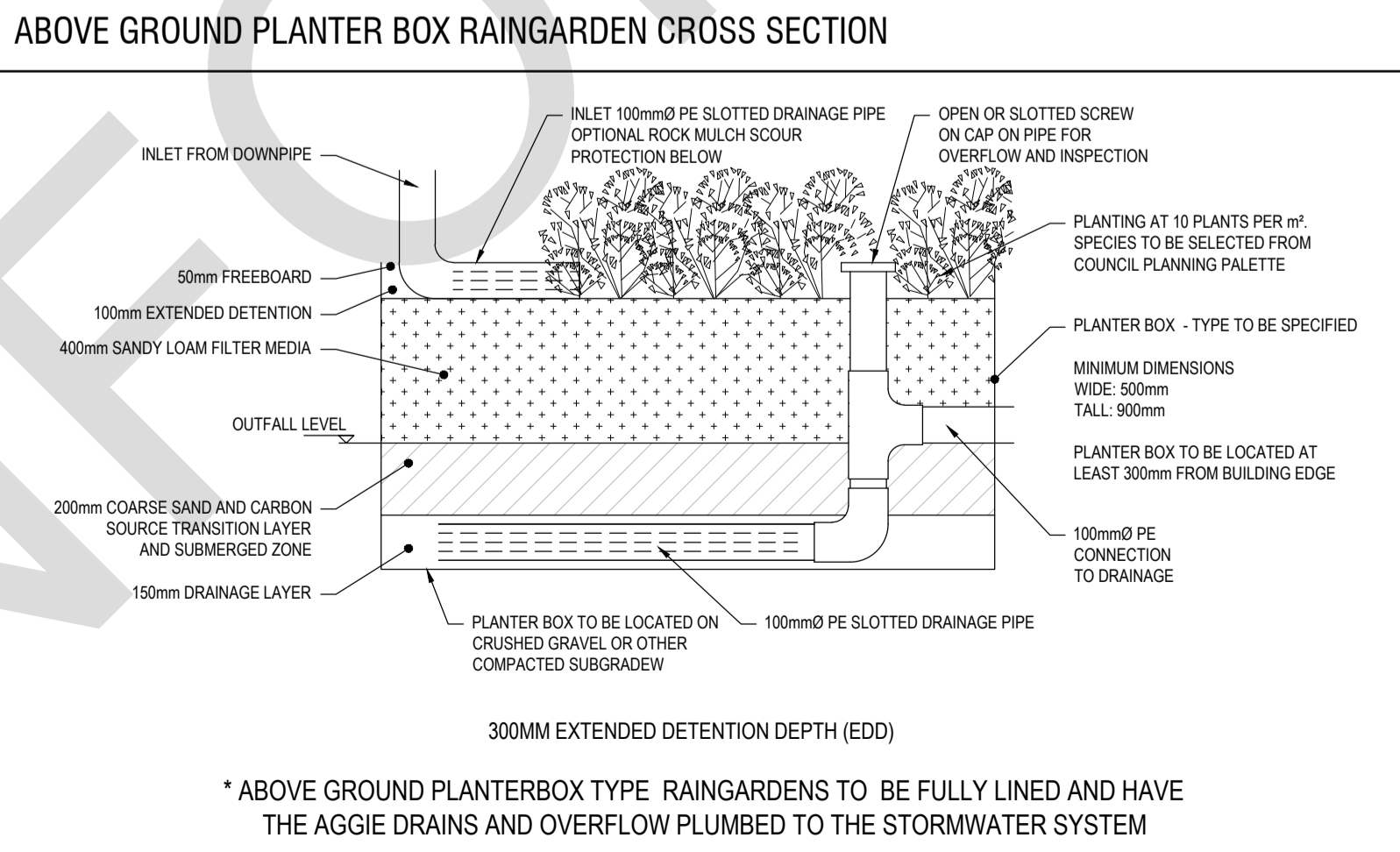
STCs	Small-scale Technology Certificates, certificates created by the REC registry for renewable energy technologies that may be bought and sold as part of the Small-scale Renewable Energy Scheme operated by the Clean Energy Regulatory
Thermal breaks	are materials with an R-value greater than or equal to 0.2 that must separate the metal frame from the cladding. This includes, but is not limited to, materials such as timber battens greater than or equal to 20mm thick, continuous thermal breaks such as polystyrene insulation sheeting, plastic strips or furring channels.
U-value	the rate of heat transfer through a window. The lower the U-value, the better the insulating ability.
Unconditioned	a zone within a dwelling that is assumed to not require heating and cooling based on standard occupancy assumptions.
Vertical shading features	provides shading to the building in the vertical plane and can be parallel or perpendicular to the subject wall/window. Includes privacy screens, other walls in the building (wing walls), fences, other buildings, vegetation (protected or listed heritage trees).
Window shading device	a device fixed to windows that provides shading e.g. window awnings or screens but excludes horizontal* or vertical shading features* (eg eaves and balconies)



AREA SCHEDULE:

UNIT 1			
GROUND FLOOR AREA:	108.8	m ²	
FIRST FLOOR AREA:	102.6	m ²	
GARAGE:	35.5	m ²	
PORCH:	4.4	m ²	
BALCONY:	4.0	m ²	
TOTAL AREA:	27.5	SQ	255.3 m ²
TOTAL POS:			147.7 m ²
UNIT 2			
GROUND FLOOR AREA:	95.7	m ²	
FIRST FLOOR AREA:	92.7	m ²	
GARAGE:	35.5	m ²	
PORCH:	3.0	m ²	
BALCONY:	4.0	m ²	
TOTAL AREA:	24.9	SQ	230.9 m ²
TOTAL POS:			144.3 m ²
SITE			
SITE AREA:	716.3	m ²	
SITE COVERAGE:	39.5%	283.1	m ²
SITE PERMEABILITY:	42.6%	304.9	m ²
GARDEN AREA REQ:	40.0%	286.5	m ²

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.	
RAINGARDEN MAINTENANCE		
WATER TO PROMOTE PLANT GROWTH AND SURVIVAL, ESPECIALLY DURING THE FIRST TWO YEARS AND DURING DRY SPELLS. INSPECT SITE FOLLOWING RAINFALL EVENTS. ADD/REPLACE VEGETATION IN ANY ERODED AREAS.	AS NEEDED (FOLLOWING CONSTRUCTION)	
PRUNE AND WEED SWALE TO MAINTAIN APPEARANCE. REMOVE ACCUMULATED TRASH AND DEBRIS. REPLACE MULCH AS NEEDED.	REGULARLY (MONTHLY)	
INSPECT INFLOW AREA FOR SEDIMENT ACCUMULATION. REMOVE ANY ACCUMULATED SEDIMENT OR DEBRIS. 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.	ANNUALLY (SEMI-ANNUALLY DURING FIRST YEAR)	
REMOVE AND REPLACE MULCH.	EVERY 2 TO 3 YEARS	



STORM Rating Report

TransactionID: 0
Municipality: WHITTLESEA
Rainfall Station: WHITTLESEA
Address: 1 Heather Avenue

Thomastown VIC 3074
Assessor: Planning&Design
Development Type: Residential - Multiunit
Allotment Site (m2): 716.30
STORM Rating %: 100

Description	Impervious Area (m2)	Treatment Type	Treatment Area/Volume (m2 or L)	Occupants / Number Of Bedrooms	Treatment %	Tank Water Supply Reliability (%)
U1 ROOF - TANK	114.90	Rainwater Tank	3,000.00	5	166.90	82.80
U1 ROOF - RAINGARDEN	49.00	Raingarden 100mm	1.00	0	128.30	0.00
U2 ROOF - TANK	108.10	Rainwater Tank	2,500.00	5	159.20	80.00
U2 ROOF - UNTREATED	35.80	None	0.00	0	0.00	0.00
DRIVEWAY - UNTREATED	118.40	None	0.00	0	0.00	0.00

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.

TANK OVERFLOW MUST BE TAKEN TO L.P.D.

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)

GRAVITY FED SYSTEM TO BE USED WHEN HARVESTING STORMWATER FROM ROOF TO RAIN GARDEN.

RAINGARDENS TO BE BUILT MINIMUM 300MM FROM ADJOINING FOOTINGS

BUILD THE RAIN GARDEN CLOSE TO THE WATER SOURCE. THIS WILL HELP MINIMISE THE ADDITIONAL PLUMBING NEEDED TO BRING WATER TO THE RAIN GARDEN.

RAINGARDEN MUST BE FULLY LINED AND HAVE OVERFLOW PLUMBED INTO THE STORMWATER SYSTEM.

MAINTENANCE AND MANAGEMENT OF RAINGARDENS TO BE THE RESPONSIBILITY OF THE OWNERS CORPORATION

FOR EXCAVATION AND CLEARANCE REFER TO BUILDING A RAINGARDEN INSTRUCTION SHEET, RAINGARDENS MUST BE BUILT TO MELBOURNE WATER REQUIREMENTS

THE FINAL DESIGN OF THE STORMWATER SYSTEM WILL MEET COUNCIL DRAINAGE ENGINEERS' REQUIREMENTS. THE DESIGNED SYSTEM COMPLIES WITH MELBOURNE WATER STORM REQUIREMENTS THAT MEETS VICTORIAN BEST PRACTICE STORMWATER GUIDELINES

PLANNING & DESIGN

ALL LEVELS SHOWN ARE TO AHD.

Revisions

Rev	Description

DO NOT SCALE THIS DRAWING. FOR INFORMATION ONLY. PRELIMINARY DESIGN. BUILDERS & CONTRACTORS TO VERIFY ALL DIMENSIONS ON THE PLOT TO COMMERCEIALITY OF WORKS.

THESE PLANS REMAIN THE PROPERTY OF PLANNING & DESIGN AND ARE SUBJECT TO COPYRIGHT REGULATIONS.

PLANNING & DESIGN P/L
31 Enfield Ave Preston 3072 Ph:9018 1529
E: admin@planninganddesign.com.au

DATE	SCALE	DRAWN	CHK	PROJECT NO.
AUG 2024	1:100@A1	DM	---	8109

WATER SENSITIVE URBAN DESIGN

UNIT DEVELOPMENT
1 HEATHER AVENUE,
THOMASTOWN

WSUD
REV. _



Electric vehicles in buildings

To support Australians making the switch to electric vehicles (EV), the National Construction Code (NCC) is requiring more buildings to be ready for EV charging.

The global experience of EVs to date indicates they have a lower likelihood of being involved in a fire than internal combustion engines, but the characteristics of battery fires are different to liquid fuel fires.

To ensure we understand and respond proportionately to any updated evidence of EV charging risks, the ABCB has reviewed the approaches taken by international regulators, including those countries with greater uptake of EVs. We have also engaged Australian research team EV FireSafe to help develop a set of recommendations that can support the safer installation and use of EV chargers without being an unreasonable barrier to adoption. The full report from EV FireSafe, on which these provisions are based, can be [read here](#).

We believe the recommendations set out in this advisory note are low cost, have low visual impact, are easily implementable and reflect the better practices already being adopted by many reputable suppliers. These recommendations will help reduce the risk of substandard equipment or installation practices emerging as the EV charging industry grows.

The ABCB will continue to work with other government bodies and emergency response agencies to review the latest evidence on EV charging trends from around the world. We will review and update our guidance and/or regulatory response as needed.

To support safer EV charging, the ABCB recommends:



Master isolation

Provide a master isolation switch with signage at fire indicator panel/Fire Detection Indicator Control Equipment (FDCIE) or building entrance.



Break glass fire alarm

Provide additional break glass unit (BGU).



Block plans

Block plans should be updated for existing sites and implemented for new builds to clearly show the location of charging hubs and master isolation.



Regular maintenance

Ensure the owner of the charging unit understands and meets their maintenance obligations.



Smart charging

Where possible, prioritise the use of 'Smart charging' to enable remote monitoring and access to disconnect power supply to a connected EV. This gives emergency responders another potential method of shutdown from unit to EV. Encourage operators to monitor for faults and provide early intervention when detected.



RCM Tick compliance

Use chargers that have the Regulatory Compliance Mark (RCM).



Placarding site

Provide placarding/signage to identify each EV charge points.



AS/NZS 3000 App P compliance

Mode 3 and 4 chargers should only be installed by a qualified person and in accordance with AS/NZS 3000 Appendix P.



Complex buildings

Complex buildings and higher-risk environments should seek comprehensive, specialist fire safety assessment and advice.



Placarding at site entrance

Sites with 5 or more Mode 3 or 4 chargers to install ground level or other appropriate level placards to indicate which entrance is most closely located to EV charging hub.



Emergency services information pack (ESIP)

ESIPs developed for each site and provided for first responders.



Collision protection

Provide vehicle impact bollards or stops.



Proximity to evacuation routes and flammable risks

Carefully assess proximity to avoid blocking evacuation routes or placing chargers too close to other flammable risks.



Directional signage

Directional signage to be provided – to the charging units and to the emergency exits.

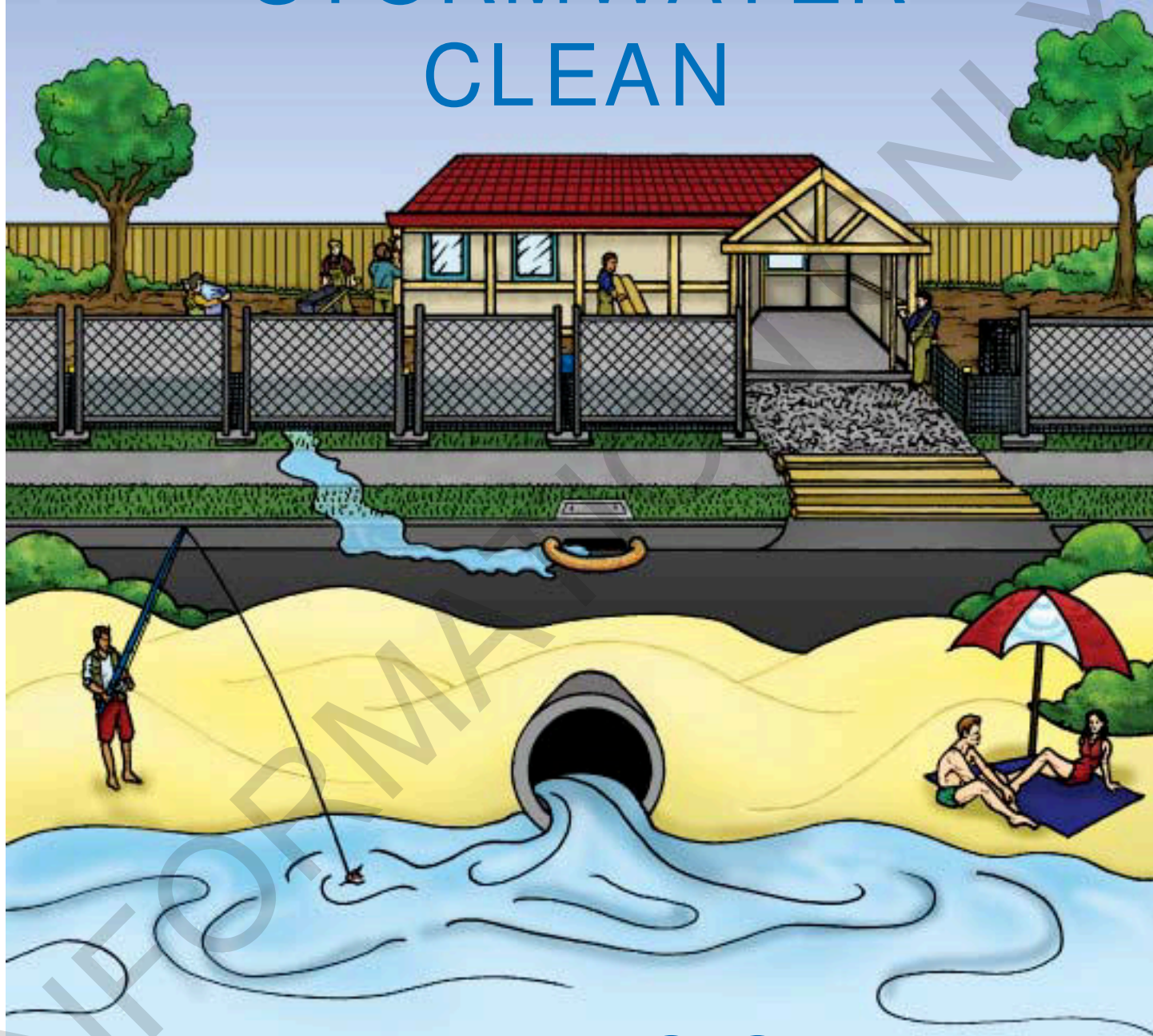


Pre-incident plans (PIP)

Where 5 or more chargers are installed, then building owners should invite local fire crews to attend a site familiarisation visit in order to develop a pre-incident plan (PIP).

The National Council for Fire and Emergency Services (AFAC) has also issued a position statement "[Electric Vehicles \(EV\) and EV charging equipment in the built environment](#)". Proponents of development applications that are subject to fire authority review, should familiarise themselves with the AFAC position statement and any additional advice issued by their local fire authority.

KEEPING OUR STORMWATER CLEAN



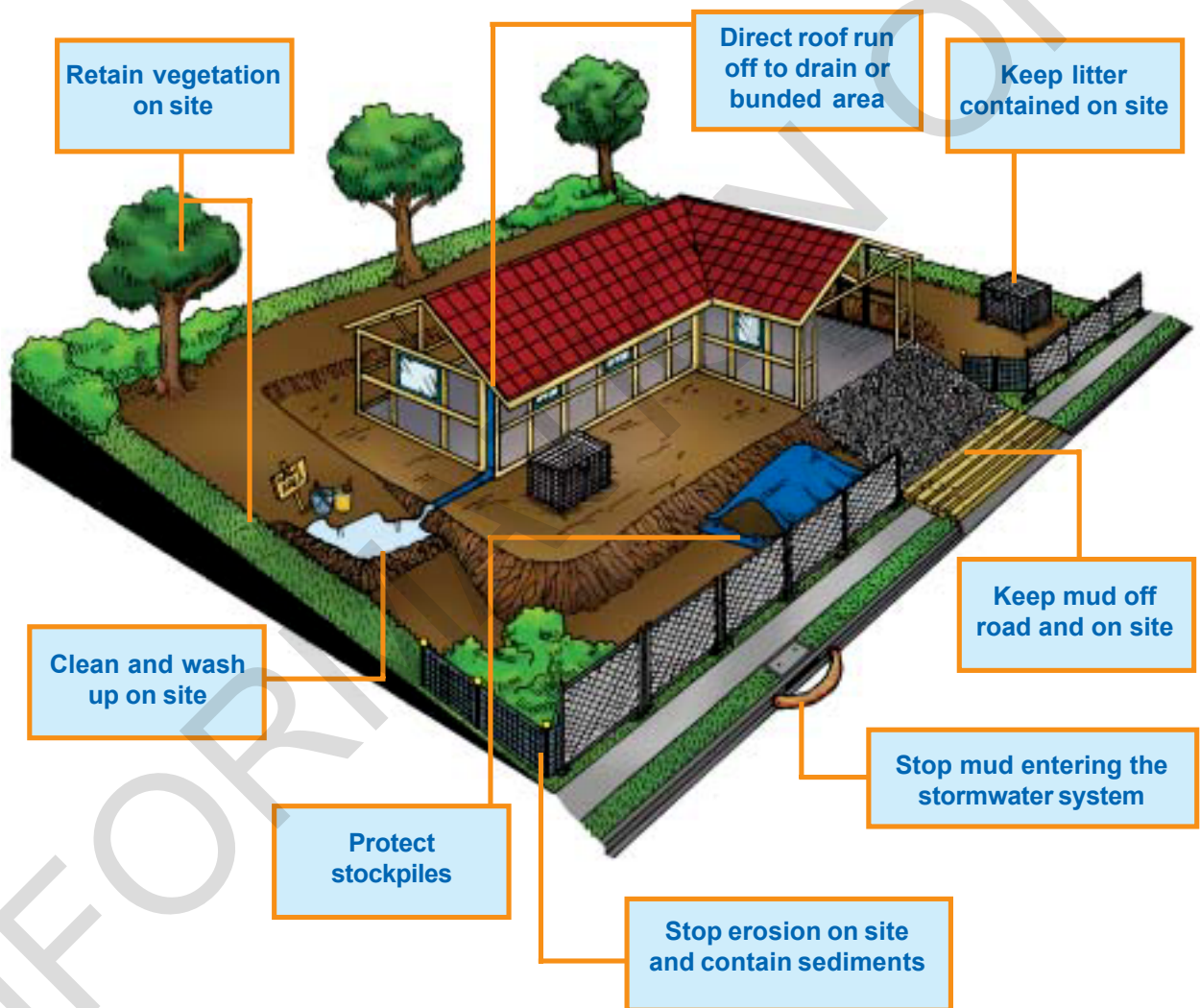
A BUILDER'S GUIDE

Information to help you control sediment and litter from your building site and comply with Council and State regulations

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.

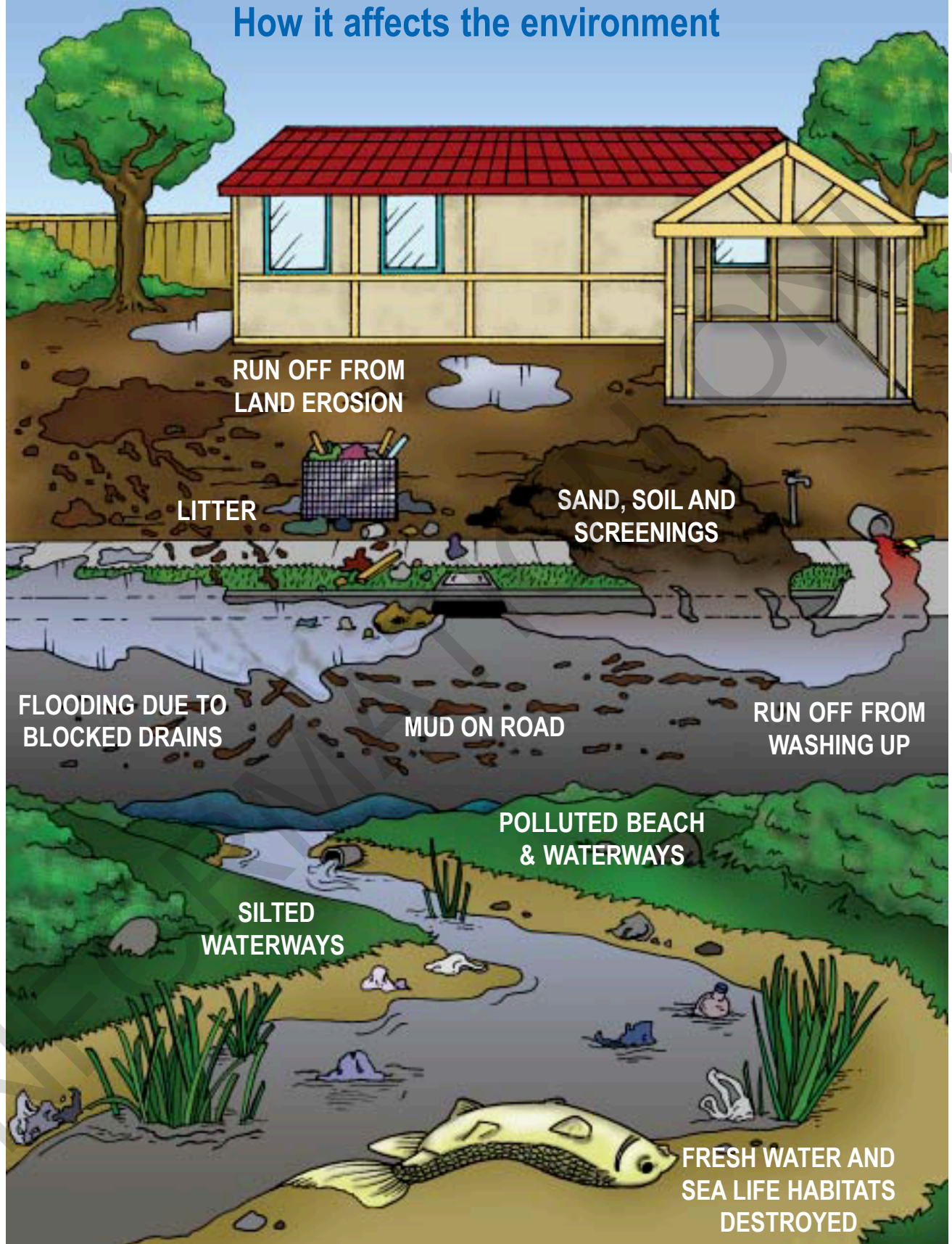
Check Council requirements and plan before you start work on site



Supplier information for sediment & erosion control on page 3

PROBLEMS ON OUR BUILDING SITES

How it affects the environment



WHY DO I NEED TO PROTECT OUR ENVIRONMENT?

It's the law!

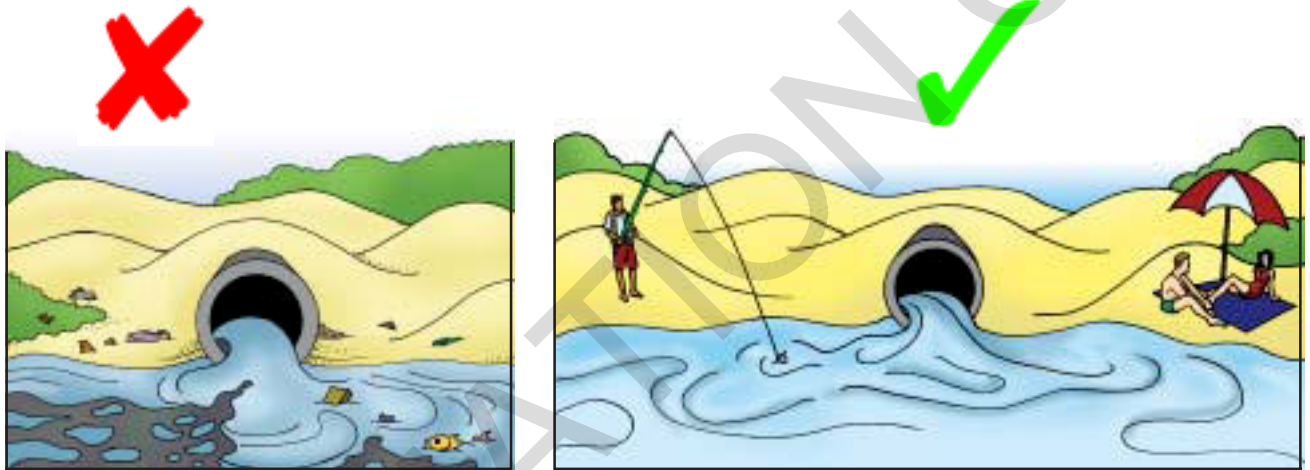
Sediment from building sites can pollute stormwater. There are State and local council laws which make this an offence.

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
Products: silt fencing

Southern Geosynthetics Supplies

0419 478 238 www.geosynthetics.com.au
Products: Silt fences, Silt Sausages

Statewide River & Stream Management

03 9702 9757 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
Products: filter fence, silt worm, silt sock

Zerosion

0408 351 566 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
\$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 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

HIA GreenSmart Program
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

See Publication 981 – Reducing stormwater pollution
from construction sites
Melbourne Water
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 Company: _____ Date: ____/____/____
 Site Address: _____
 Client Name: _____ Contact Number: () _____

Site Management Plan 23

CLEAN SITE CHECKLIST

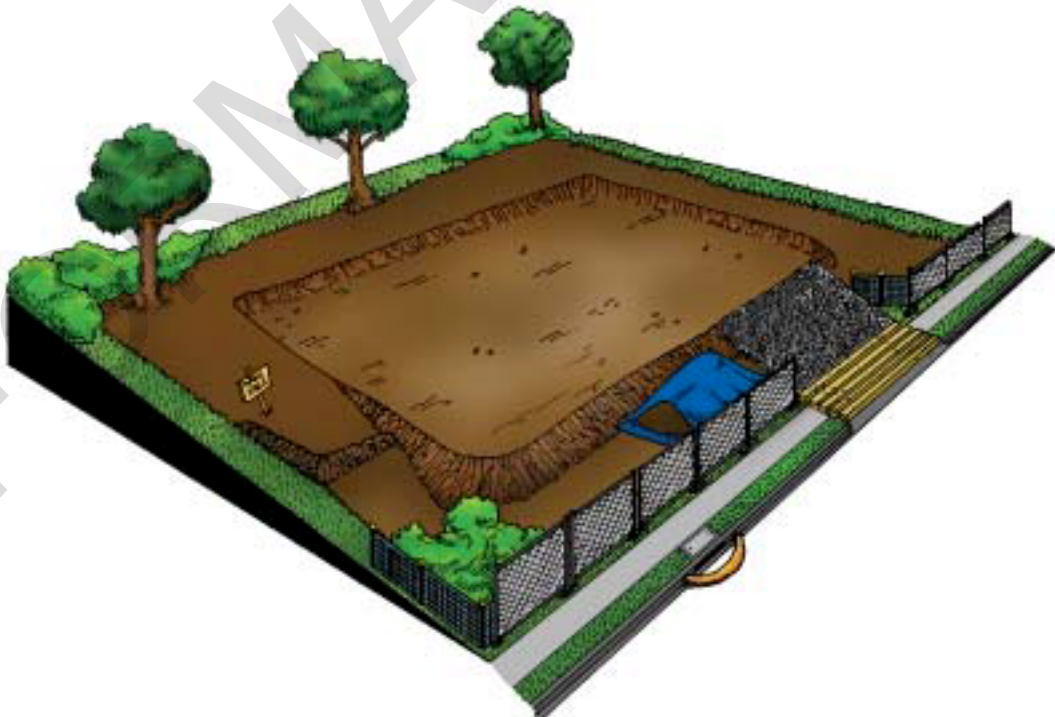
Please photocopy to use on site

SITE DETAILS:
 Building Company: _____
 Site Supervisor: _____
 Date: ____/____/____
 Site Address: _____
 Client Name: _____
 Contact Number: () _____

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

Site Management Plan 24

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 rain gardens and swales.



SITE RULE 3

Contain stockpiles on site

Why are sand, soil and screenings a problem?

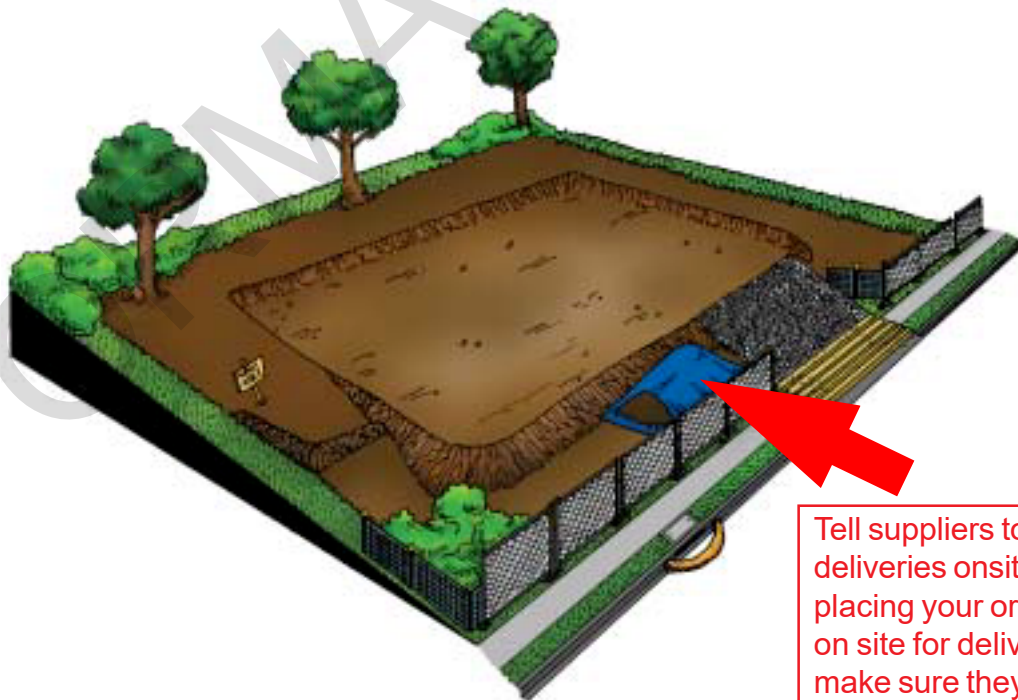


Sand, soil, screenings, dust or sludge from concrete and brick cutting, and other materials escaping from building sites can cause many problems.

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.



SITE RULE 4

Keep mud off road and on site

Why is mud a problem?

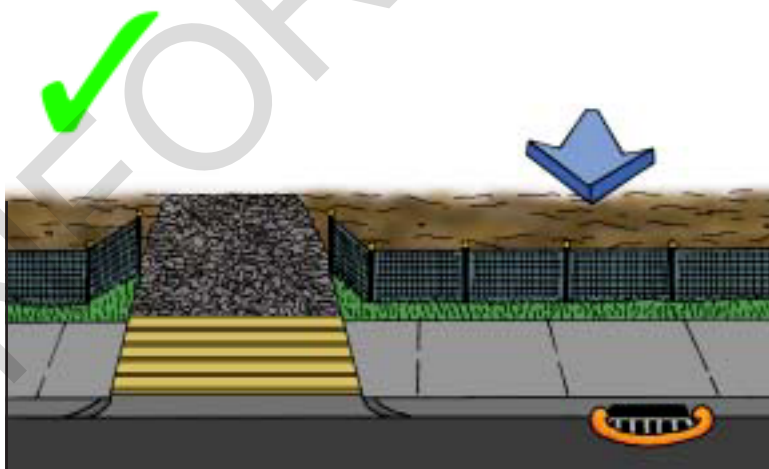
Two things happen when vehicles go on and off the site:

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.



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.

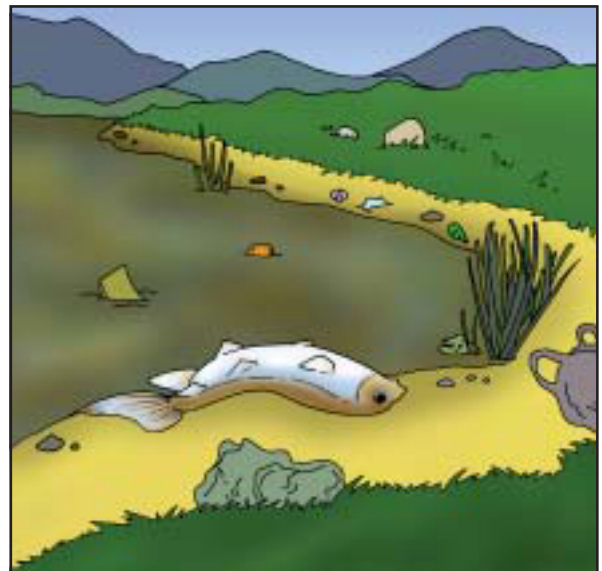


This causes many problems:

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.



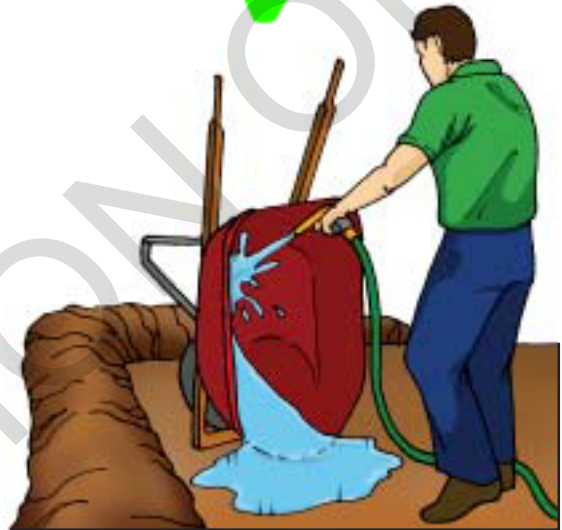
Litter may spoil local creeks and eventually find its way to the coast.



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.



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 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.

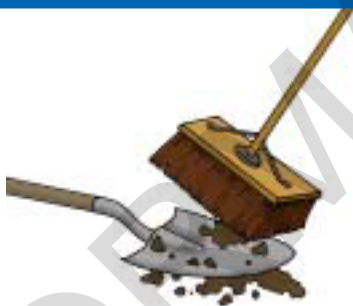
Contain chemicals and slurry onsite.

Put sediment control fences downslope.

NOTE: SEDIMENT CONTROL FENCES WILL NOT STOP CHEMICALS

Control Method 2: Get rid of concrete slurry on site

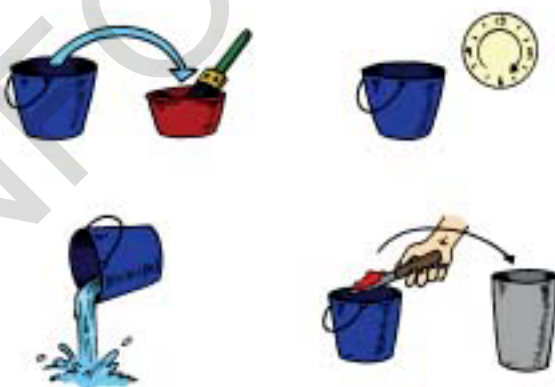
Collect wash water from concrete mixers and pumps in a wheel barrow and get rid of it in your wash area. You can also safely get rid of



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.

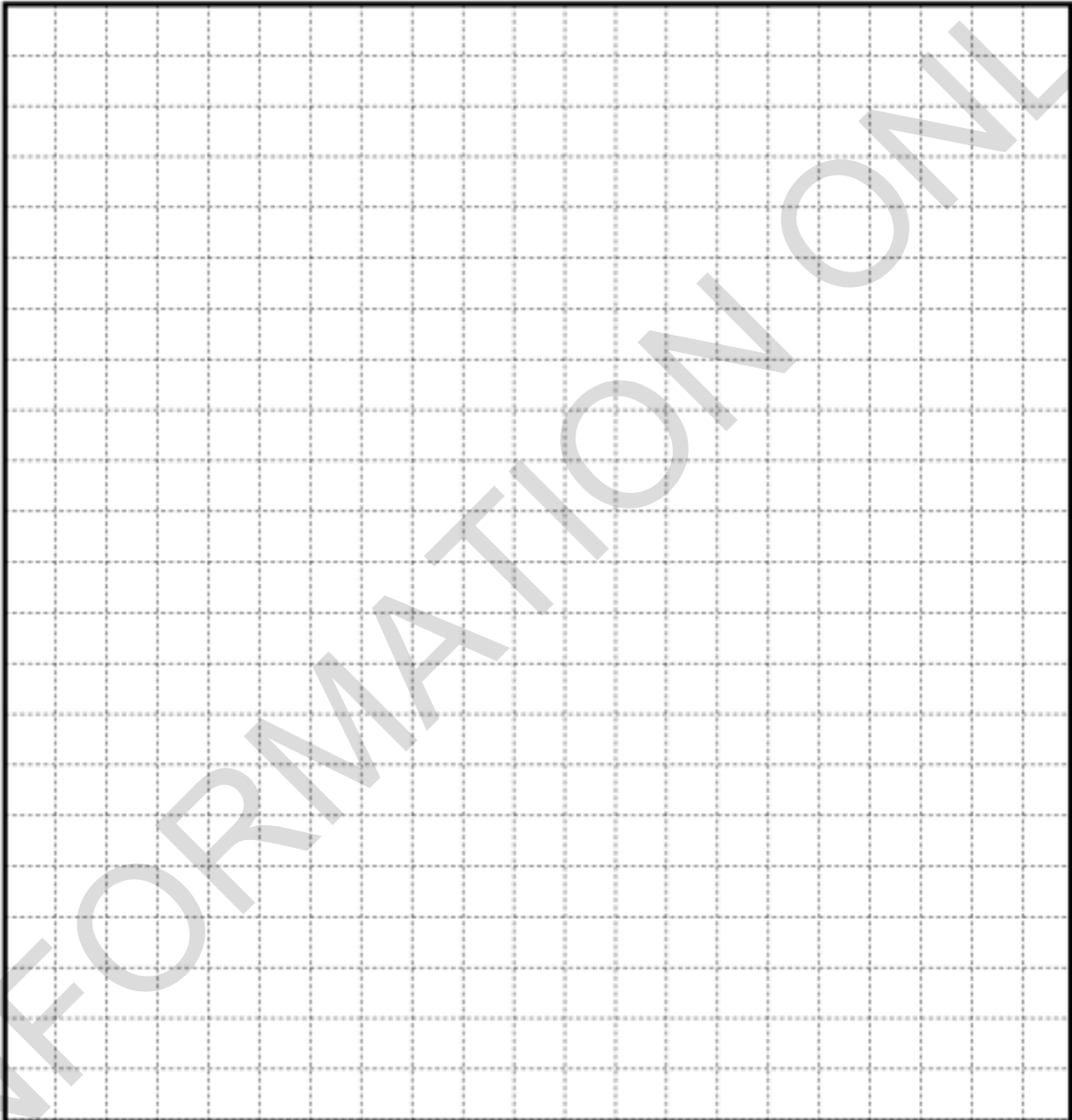
Wash oil based paints in solvent baths until clean. **DO NOT PUT THE SOLVENT ON THE GROUND.** Contact a waste disposal company for removal.

SITE MANAGEMENT PLAN













Building Company: _____ Date: ____ / ____ / ____

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
SITE RULE 1 - 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"/>
SITE RULE 2 - 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"/>
	Downpipes set up as early as possible	<input type="checkbox"/>
SITE RULE 3 - Protect stockpiles.	Base and cover for stockpiles	<input type="checkbox"/>
	Gravel sausage at stormwater pit	<input type="checkbox"/>
SITE RULE 4 - Keep mud off road and on site.	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"/>
	Clean road if muddy	<input type="checkbox"/>
	Clean stormwater pit and maintain gravel sausage	<input type="checkbox"/>
SITE RULE 5 - Keep litter contained on site.	Litter bins in place with lid closed	<input type="checkbox"/>
	Site fencing in place	<input type="checkbox"/>
SITE RULE 6 - 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.

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For copies of this guide please contact:
Melbourne Water on 131 722
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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

