

We Know Conveyancing



CONTRACT OF SALE

Vendor: AMANDEEP VERMA

Property: 9 Kalamon Drive, Wollert VIC 3750

Prepared By:

We Know Conveyancing

Ph: 03 9430 1120

E: jatin@weknowconveyancing.com.au

18 Belair Avenue,

Glenroy – 3046

VIC

Property: 9 Kalamon Drive, Wollert

As per the new legislation we enclose a GST Withholding Notice for you and your client's attention.

Our Client, AMANDEEP VERMA, confirms the Purchaser, **IS NOT** required to remit any GST to the ATO pursuant to the GST Withholding clause in the Contract of Sale dated .

GST WITHHOLDING NOTICE – NO PAYMENT REQUIRED

Affective of the 1 July 2018, purchasers of new residential properties and subdivisions are now required to withhold and remit GST directly to the ATO unless the purchaser is purchasing the property for a creditable purpose.

Property Details

Property Type	Residential Dwelling
Property Address	9 Kalamon Drive, Wollert VIC 3750
Lot and Plan	1336 PS902476U.
Volume and Folio	12548/722

Vendor Details

Vendors Full Name	AMANDEEP VERMA
Vendor ABN	

Transaction Details

Purchase Price	\$
GST Withholding amount	No amount payable

Vendor's Signature _____

Date _____

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 9 Kalamon Drive, Wollert VIC 3750

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

The terms of this contract are contained in the:

- * Particulars of sale; and
- * Special conditions, if any; and
- * General conditions -

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

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

Print name of person signing:

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

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

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

Print name of person signing AMANDEEP VERMA

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
Sale of Land Act 1962

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

Section 9AA(1A) **Sale of Land Act 1962**

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

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

PARTICULARS OF SALE

REAL ESTATE AGENT: Harcourts Rata & Co

Tel:
Email: sold@rataandco.com.au

VENDOR: AMANDEEP VERMA

VENDOR'S REPRESENTATIVE: WE KNOW CONVEYANCING
Contact Person – Jatin Dewan
Ph: 03 9430 1120
Email: jatin@weknowconveyancing.com.au
Office: 18 Belair Avenue, Glenroy, VIC - 3046
Ref: 25:8298:VERMA

PURCHASER: Name/s:
Address:

PURCHASER'S REPRESENTATIVE: Name:
Address:
Tel: Email:

STREET ADDRESS: 9 Kalamon Drive, Wollert VIC 3750
LAND BEING SOLD: The land which is currently fenced and/or occupied by the vendor and contained only within the land described in Lot 1336 on PS902476U..
Certificate of Title VOLUME: 12548 FOLIO: 722

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

PRICE: \$

DEPOSIT: \$ PAYABLE BY ___/___/___ OF WHICH
\$ HAS BEEN PAID.

BALANCE: \$

SETTLEMENT/PAYMENT OF BALANCE

is due on ___/___/___
(general condition 10)

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

- ~~the above date; or~~
- ~~14 days after the purchaser's representative has been notified of the registration of the Plan of Subdivision; or~~
- 14 days after the purchaser's representative has been notified of the issuing of the certificate of occupancy or certificate of completion

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

GST (refer to general condition 13)

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

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

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

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

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

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

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

Encumbrances

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

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

Special conditions

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

Loan (refer to general conditions 14)

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

Lender:

Loan Amount: \$

Approval date:

Off the Plan Concession

FOR OWNER OCCUPIER ONLY

Apportionment for Price and Land and Home- Fixed Percentage Method

The Vendor and the Purchaser agree that the Price is apportioned as follows:

Class of building	Fixed % building works component
<input type="checkbox"/> Single lot freestanding	45%
<input type="checkbox"/> Multi-lot low rise up to and including three storeys	80%
<input type="checkbox"/> High rise	75%

$$\begin{array}{ccccccc} \text{Contract price including GST} & & \times & \text{\% of building works component} & & \text{Equals} & \text{100\% building works components} \\ \$ \text{ } & & \times & \text{ } & \% & = & \$ \text{ } \\ \text{From (1) above} & & & \text{From (2) above} & & & \end{array}$$

Actual % of construction works completed after the contract %

$$\begin{array}{ccccccc} \text{100\% building Deemed construction costs after the contract} & & \times & \text{works component} & \text{Deemed \% con} & \text{Equals} & \text{works} \\ & & & & \text{tract*} & & \\ \$ \text{ } & & \times & \text{ } & \% & = & \$ \text{ } \\ \text{From (3) above} & & & \text{Please round up, ie 60\&, 70\%} & & & \end{array}$$

Deemed percentage construction works after contract, is the rounded up percentage (up to the next 10 per cent increment) of construction to be completed after the contract date. For example, if 63 per cent of the construction is still to be completed after the date the contract was signed, then the rounded up percentage would be 70 per cent. If no construction has commenced, then it would be 100 per cent.

$$\begin{array}{ccccccc} \text{The contract price (total price paid including GST)} & & & & \$ & \text{ } \\ \text{From (1) above} & & & & & & \\ \text{Less the cost of construction occurring after the contract including GST} & & \text{less} & & \$ & \text{ } \\ \text{From (5) above} & & & & \text{Equals} & & \$ \text{ } \\ \text{The dutiable value for the lot} & & & & & & \end{array}$$

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

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

TITLE

1. Encumbrances

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

2. Vendor warranties

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

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

- 7. Release of security interest**
- 7.1** This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2** For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3** If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
- (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 any personal property —
- (a) that —
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 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 or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 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. Builder warranty insurance

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

9. General law land

- 9.1** This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2** The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3** The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4** The purchaser is taken to have accepted the vendor's title if:
- (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 conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

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

- 14. Loan**
- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

- 15. Adjustments**
- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

- 16. Time**
- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- 17. Service**
- 17.1 Any document sent by
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of Section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or 'serve' or any other expression is used.
- 18. Nominee**
- The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 19. Liability of signatory**
- Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of default by a proprietary limited company purchaser.
- 20. Guarantee**
- The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.
- 21. Notices**
- The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 22. Inspection**
- The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.
- 23. Terms contract**
- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the 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 notice being given
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

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

Special Conditions

1

1A 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.

1B Foreign resident capital gains withholding

*This special condition applies to contracts entered into on or after 1 July 2016.

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this 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 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 of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 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 the legal aspects of settlement, including the performance of the purchaser's obligations in 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 and 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.

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and 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*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3 Planning Schemes

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

4 No representations

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

5 Dwelling

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

6 Deposit

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

7 Auction

The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

8 Guarantee

If a company purchases the property:

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

9 FIRB Approval

- 9.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the purchaser to obtain consent to enter this contract.
- 9.2 If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- 9.3 This warranty and indemnity do not merge on completion of this contract.

10. Solar Panels

The Vendor make no representations or gives any warranties whatsoever with 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.

11. Goods

The Purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their current condition and any deficiencies. The Purchaser shall not require the goods to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

12. Cancellation and Re-Scheduling of Settlement

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's representative.

13. Variations

The Buyer acknowledges that pictures provided of building including exteriors and interiors in this contract are digitally generated and are intended for illustrative purposes only and may not necessarily reflect the final product.

The Vendor reserves the right to make variations to the facade, plans, materials, and color selections as they deem necessary during the construction process. These variations may be made without notice to the Buyer.

The Buyer understands and agrees that no changes or alterations to the initial facade, plan, material, colors, appliances, or selections shall be requested during the construction process. The right to make any such changes solely rests with the Vendor.

The Buyer agrees not to make any claims or demands for alterations to the agreed-upon specifications. The Vendor's decision regarding these matters is final, and the Buyer shall accept the property in accordance with the final specifications determined by the Vendor.

14. Plan of Subdivision (If Applicable)

Settlement Date shall be on the date noted on the Contract of Sale OR within 14 days of approval of the Plan of Subdivision by the Registrar of Titles OR within 14 days of the Purchaser receiving the Certificate of Occupancy, whichever is the latter.

If the Plan of Subdivision is not registered within eighteen (18) months after the day of sale, either the Purchaser or the Vendor may after the expiration of that eighteen (18) months but before the plan of subdivision is so registered rescind this contract by notice in writing to the other party and the Deposit shall then be repaid to the Purchaser in full.

The Vendor reserves the right to make alteration to the Plan of Subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land Act) the Purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupations, occupation or otherwise on the ground that the Plan of Subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the Property as inspected by the Purchaser.

Words used in this special condition that are defined in the Building Act 1993 ("the Act") have the same meaning as is given to them by the Act.

The Purchaser undertakes that he/she will not lodge a Caveat against the Title to the land hereby sold pending approval of the Plan of Subdivision by the Registrar of Titles.

15. Windfall Gains Tax (If Applicable)

The Purchaser and Vendor acknowledge and agree that in the event a rezoning event occurs in accordance with the Planning and Environment Act in respect of the Property which is sold and purchased pursuant to this Contract which results in any Windfall Gains Tax (WGT) amount being assessed against the Vendor or Property pursuant to the Windfall Gains Act or other statutory instrument between the Day of Sale and Settlement, then the Purchaser acknowledges and agrees that it must pay an amount equivalent to the WGT amount assessed on the Vendor or Property at Settlement by way of an adjustment to the Price in favour of the Vendor on Settlement.

In the event a WGT amount is assessed on the Vendor or Property between the Day of Sale and Settlement, the Purchaser acknowledges that the Vendors obligation to proceed to Settlement will be subject to and conditional upon the Purchaser paying the WGT amount to the Vendor.

The Purchaser acknowledges that in the event the Purchaser fails to complete Settlement, but a rezoning event has occurred in relation to Property (or any portion of the Property) after the Day of Sale, notwithstanding the Purchaser's failure to complete the Contract, the Purchaser and the Purchaser Guarantors separately indemnify the Vendor for the total WGT amount that is assessed on the Vendor and/or the Property. This Special Condition 6 survives termination and Settlement of this Contract.

The Vendor and Purchaser acknowledge and agree that in the event that a rezoning event occurs in relation to the Property (or any portion of the Property) after the Day of Sale and before Settlement, then any additional rates, charges, duties or taxes assessed by a relevant Authority between the date of rezoning and the Settlement date will be payable by the Purchaser on demand. In the event that the Purchaser fails to complete Settlement and a rezoning event has occurred in relation to the Property (or any portion of the Property) after the Day of Sale, the Purchaser and Purchaser Guarantors separately indemnify the Vendor for any additional rates, charges, duties or taxes assessed by a relevant Authority and which the Purchaser must pay directly to the Authority on demand.

16. NO LAND TAX ADJUSTMENT

Where the Day of Sale is 1/1/2024 or later, and the Sale Price of the Property is less than \$10,000,000.00, General Condition 15 is hereby varied to the extent that there shall be no adjustment of any Land Tax for the Property, and the Purchaser shall not be required to make any payment or contribution to the Vendor's Land Tax at Settlement or otherwise.

17. Adjustments and Supporting Documents

Purchaser's legal representative/solicitor/conveyancer shall promptly furnish all necessary adjustments, accompanied by supporting certificates. Failure to provide such certificates shall constitute default by the purchaser, absolving the vendor of any obligation to proceed with property settlement until all requisite certificates, including but not limited to those from council, water, land tax, and owners corporation, are furnished.

GUARANTEE

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

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

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

SIGNED SEALED AND DELIVERED

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....)

in the presence of:) Director (Sign)
)
Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....)

in the presence of:) Director (Sign)
)
Witness.....)



VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE

VENDOR AMANDEEP VERMA

LAND BEING SOLD That part of the land which is presently fenced and/or occupied by the Seller and contained only within the land described in Certificate of Title Volume: 12548 Folio: 722 and known as

STREET ADDRESS 9 Kalamon Drive, Wollert VIC 3750

IMPORTANT NOTICES TO PURCHASERS

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

a) Description: As attached.

b) Particulars of any existing failure to comply with their terms are: - **None to the Vendor's knowledge**
However please note that underground electricity cables, sewers or drains may be laid outside registered easements without the vendor's knowledge.

There **is** access to the property by road.

The land **is not** in a bushfire prone area.

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

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

Information concerning any planning instrument -

Name of planning scheme: Whittlesea Planning Scheme

The responsible authority is: Whittlesea

Zoning and/or Reservation: Refer to property report below

Name of Planning overlay: Refer to property report below

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

FINANCIAL MATTERS IN RESPECT OF THE LAND- Information concerning the amount of annual rates, taxes, charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest) are contained in the attached certificates or their total does not exceed: **\$5000**

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

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

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

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

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

Not applicable

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

INFORMATION RELATING TO ANY OWNERS CORPORATION-

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

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

- (a) In the case of land under the Transfer of Land Act 1958, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) In any other case, evidence of the vendor's authority to sell (where the vendor is not the registered proprietor of the land)
- (c) In the case of land that is subject to a subdivision-
 - I. If the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
 - II. If the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (d) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the Subdivision Act 1988-
 - I. If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - II. Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
 - III. Details of any proposals relating to subsequent stages that are known to the vendor; and
 - IV. A statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision
- (e) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the Subdivision Act 1988 is proposed-
 - I. If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - II. If the later plan has not yet been certified, a copy of the latest version of the plan

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

Is contained in the attached certificate/s.

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

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

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

NOTICES MADE IN RESPECT OF LAND- Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land that the vendor might reasonably be expected to have knowledge are contained in certificates herein if applicable.

Whether there are any notices, property management plans, reports or order in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes are contained in certificates herein if applicable.

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

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

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

I certify that, other than those contained in this statement and its attachments, I am not aware of any:

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

DATE OF THIS STATEMENT

DAY OF

20

Signature/s of Vendor/s

.....

PURCHASER'S ACKNOWLEDGEMENTS-

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

DATE OF ACKNOWLEDGMENT

DAY OF

20

Signature/s of Purchaser/s

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 12548 FOLIO 722

Security no : 124123363437L
Produced 02/04/2025 03:19 PM

LAND DESCRIPTION

Lot 1336 on Plan of Subdivision 902476U.
PARENT TITLE Volume 12540 Folio 669
Created by instrument PS902476U 22/05/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
AMANDEEP VERMA of 1 WINSTON STREET LALOR VIC 3075
AY559979V 01/11/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY782339N 15/01/2025
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS902476U 22/05/2024

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

AGREEMENT Section 173 Planning and Environment Act 1987
AV546944Q 20/04/2022

AGREEMENT Section 173 Planning and Environment Act 1987
AX013354U 05/07/2023

DIAGRAM LOCATION

SEE PS902476U FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AY781238A (E)	NOMINATION OF ECT TO LC	Completed	15/01/2025
AY782338Q (E)	DISCHARGE OF MORTGAGE	Registered	15/01/2025
AY782339N (E)	MORTGAGE	Registered	15/01/2025

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

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

Street Address: 9 KALAMON DRIVE WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 18601V BANKWEST
Effective from 15/01/2025

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

Page 2 of 2

DOCUMENT END

INFORMATION ONLY

Imaged Document Cover Sheet



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Document Identification	PS902476U
Number of Pages (excluding this cover sheet)	6
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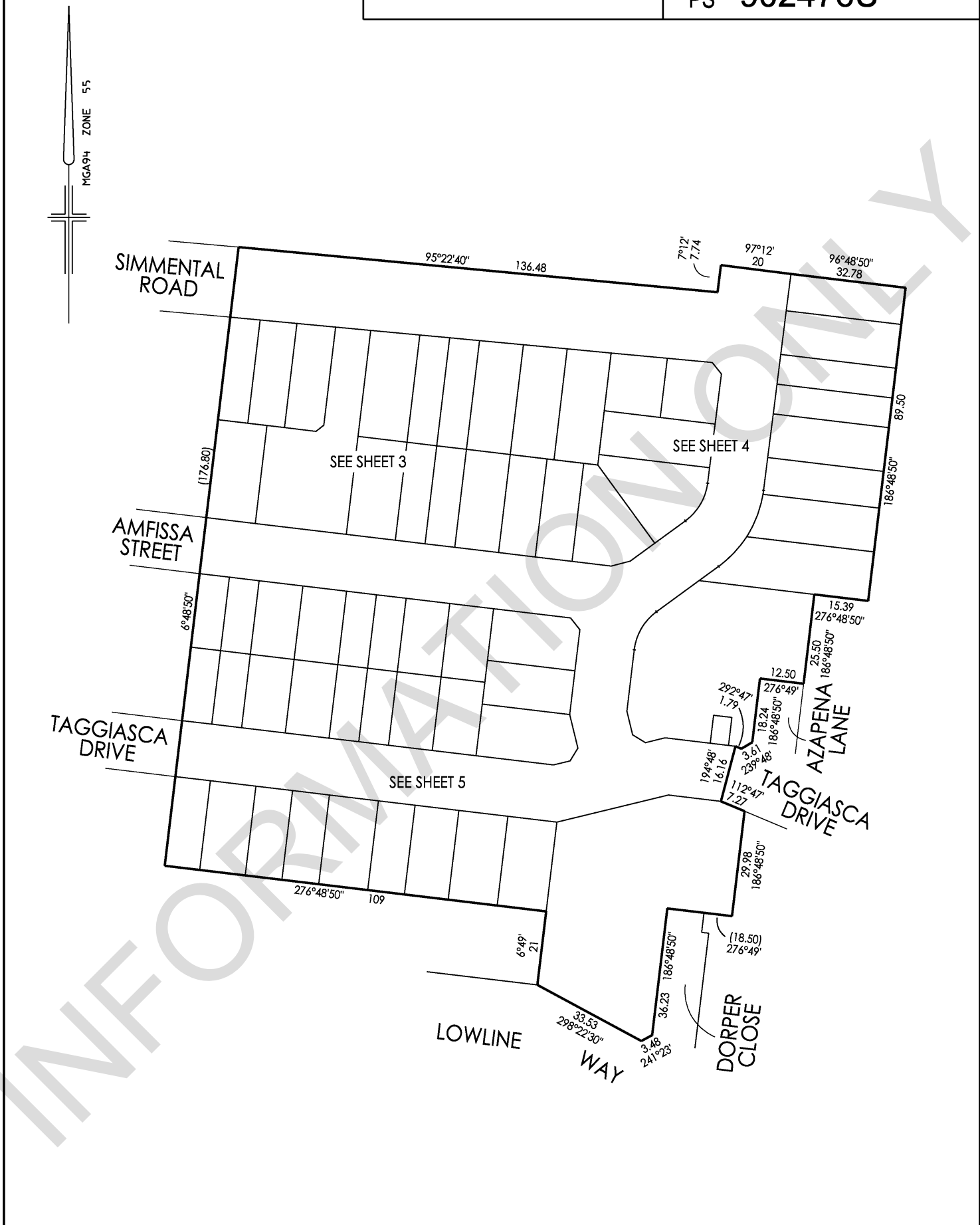
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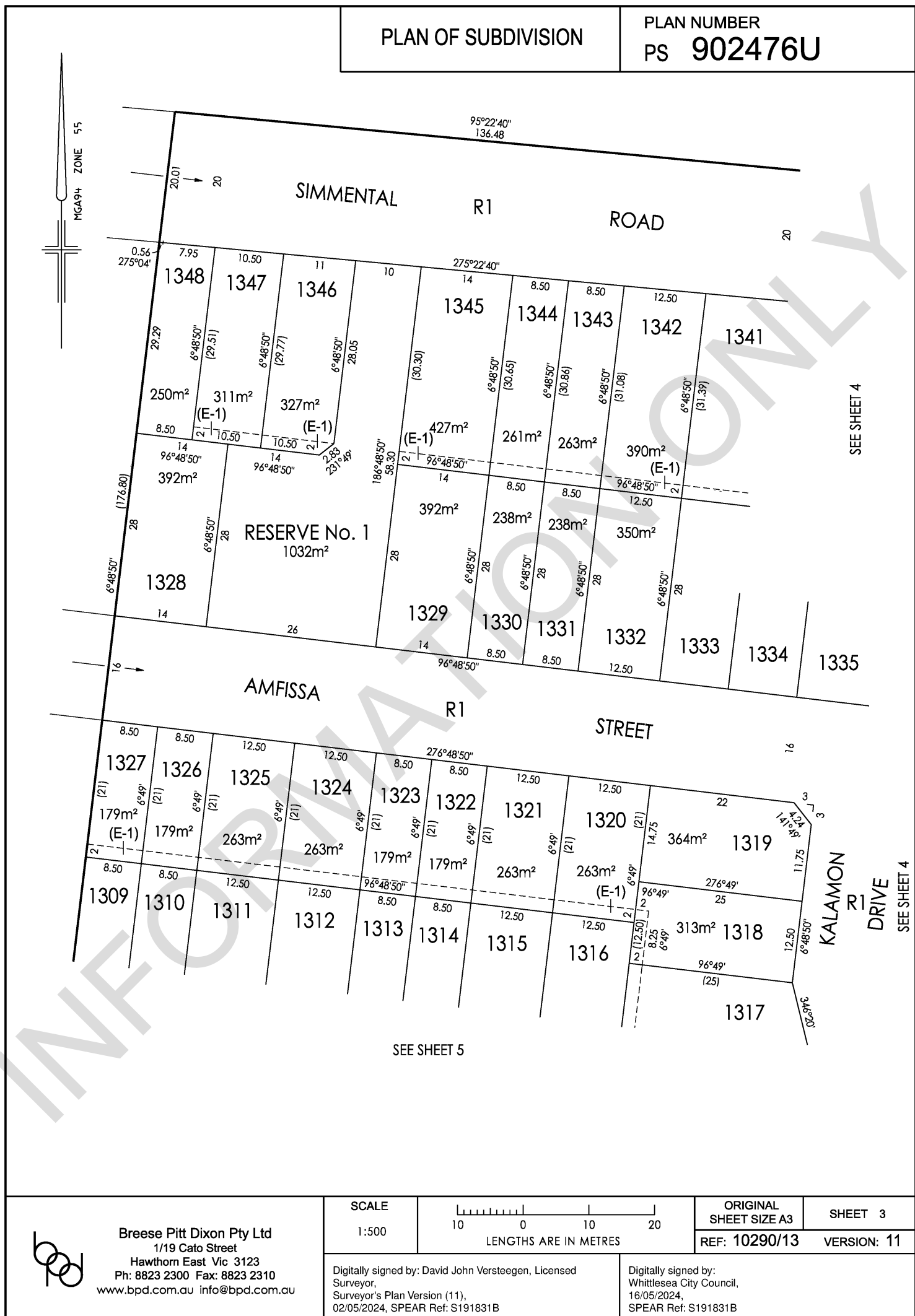
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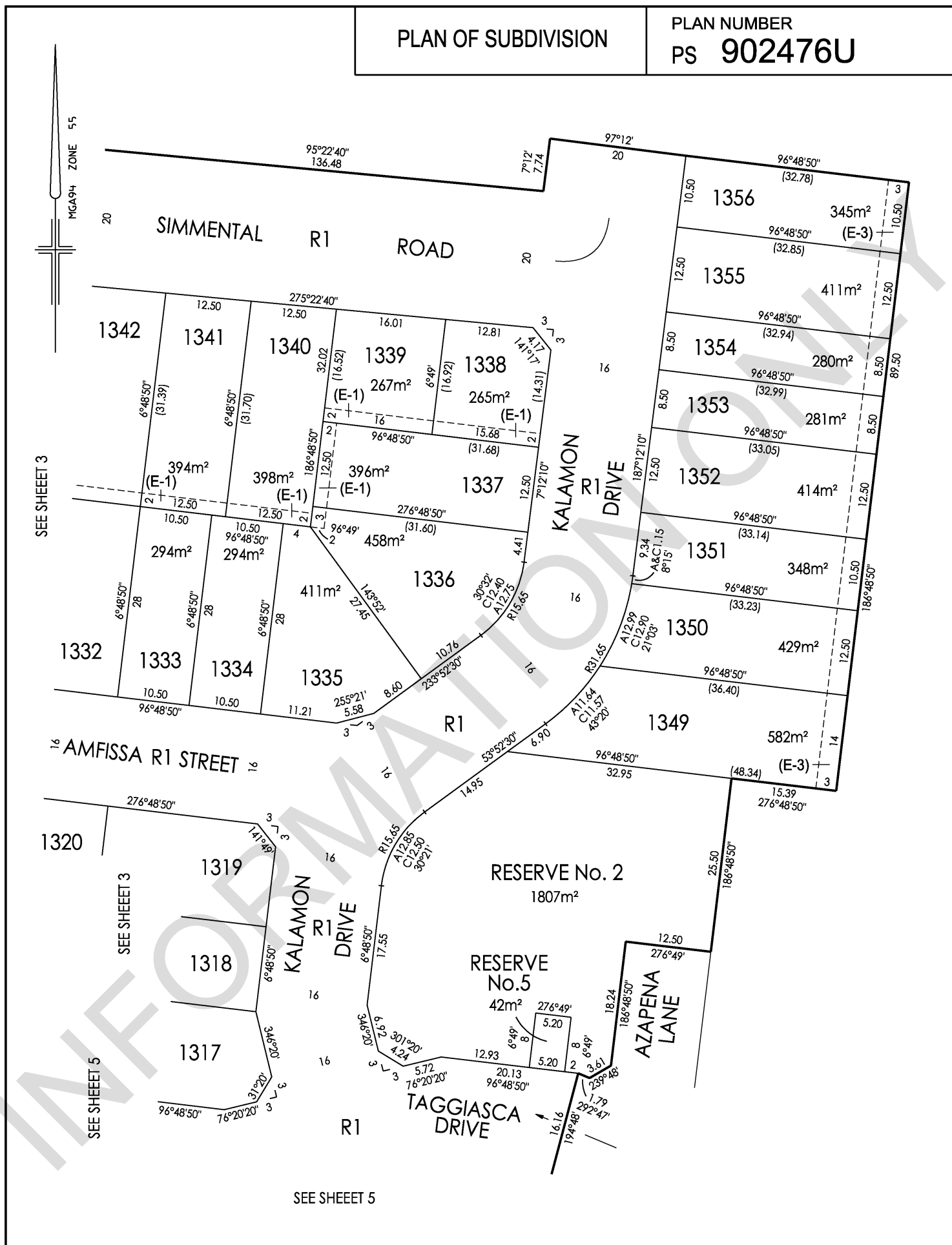
PLAN OF SUBDIVISION		LRS USE ONLY EDITION 1	PLAN NUMBER PS 902476U														
LOCATION OF LAND PARISH: WOLLERT TOWNSHIP: ---- SECTION: 18 CROWN ALLOTMENT: ---- CROWN PORTION: 2 (PART) TITLE REFERENCES: VOL. FOL. LAST PLAN REFERENCE: LOT A ON PS902451M POSTAL ADDRESS: (at time of subdivision) 80 CRAIGIEBURN ROAD WOLLERT 3750 MGA 94 CO-ORDINATES: E: 325 400 ZONE: 55 (of approx. centre of plan) N: 5 836 200 DATUM: GDA94		Council Name: Whittlesea City Council Council Reference Number: PLN-38599 Planning Permit Reference: 720072 SPEAR Reference Number: S191831B Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 07/12/2022 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Renee Kueffer for Whittlesea City Council on 16/05/2024															
VESTING OF ROADS OR RESERVES		NOTATIONS															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">IDENTIFIER</th> <th style="width: 50%;">COUNCIL/BODY/PERSON</th> </tr> </thead> <tbody> <tr> <td>ROAD R1</td> <td>WHITTLESEA CITY COUNCIL</td> </tr> <tr> <td>RESERVE No. 1</td> <td>WHITTLESEA CITY COUNCIL</td> </tr> <tr> <td>RESERVE No. 2</td> <td>WHITTLESEA CITY COUNCIL</td> </tr> <tr> <td>RESERVE No. 3</td> <td>WHITTLESEA CITY COUNCIL</td> </tr> <tr> <td>RESERVE No. 4</td> <td>WHITTLESEA CITY COUNCIL</td> </tr> <tr> <td>RESERVE No. 5</td> <td>AUSNET ELECTRICITY SERVICES PTY LTD</td> </tr> </tbody> </table>	IDENTIFIER	COUNCIL/BODY/PERSON	ROAD R1	WHITTLESEA CITY COUNCIL	RESERVE No. 1	WHITTLESEA CITY COUNCIL	RESERVE No. 2	WHITTLESEA CITY COUNCIL	RESERVE No. 3	WHITTLESEA CITY COUNCIL	RESERVE No. 4	WHITTLESEA CITY COUNCIL	RESERVE No. 5	AUSNET ELECTRICITY SERVICES PTY LTD	TANGENT POINTS ARE SHOWN THUS:  LOTS 1 TO 1300 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN TOTAL ROAD AREA: 9640m²		
IDENTIFIER	COUNCIL/BODY/PERSON																
ROAD R1	WHITTLESEA CITY COUNCIL																
RESERVE No. 1	WHITTLESEA CITY COUNCIL																
RESERVE No. 2	WHITTLESEA CITY COUNCIL																
RESERVE No. 3	WHITTLESEA CITY COUNCIL																
RESERVE No. 4	WHITTLESEA CITY COUNCIL																
RESERVE No. 5	AUSNET ELECTRICITY SERVICES PTY LTD																
NOTATIONS		FURTHER PURPOSE OF PLAN: TO REMOVE EASEMENTS E-5, E-6 AND E-7 ON PS902451M THAT LIE WITHIN THE LAND IN THIS PLAN GROUND FOR REMOVAL: BY AGREEMENT, SECTION 6(1)(K)(iii) SUBDIVISION ACT 1988															
DEPTH LIMITATION DOES NOT APPLY																	
SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). WOLLERT PM 43 LAND IN PROCLAIMED SURVEY AREA No. 74 STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. 720072																	
ESTATE: MASON QUARTER 13 AREA: 3.261 Ha No. OF LOTS: 56 MELWAY: 389:A:11																	
EASEMENT INFORMATION																	
LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)																	
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF													
(E-1)	DRAINAGE	SEE PLAN	THIS PLAN	WHITTLESEA CITY COUNCIL													
(E-2)	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER													
(E-3)	DRAINAGE	SEE PLAN	PS902451M	WHITTLESEA CITY COUNCIL													
(E-3)	SEWERAGE	SEE PLAN	PS902451M	YARRA VALLEY WATER													
(E-4)	POWER LINE	SEE PLAN	THIS PLAN - SECTION 88 ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY LTD													
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		REF: 10290/13 VERSION: 11 Digitally signed by: David John Versteegen, Licensed Surveyor, Surveyor's Plan Version (11), 02/05/2024, SPEAR Ref: S191831B		ORIGINAL SHEET SIZE A3 SHEET 1 OF 6 SHEETS													
CHECKED JC DATE: 29/04/24		PLAN REGISTERED TIME: 3:48 PM DATE: 22/05/2024 C.BURGE Assistant Registrar of Titles															

PLAN OF SUBDIVISION	PLAN NUMBER PS 902476U
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 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:1000	 10 0 10 20 30 40 50 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 2
	Digitally signed by: David John Versteegen, Licensed Surveyor, Surveyor's Plan Version (11), 02/05/2024, SPEAR Ref: S191831B		REF: 10290/13	VERSION: 11





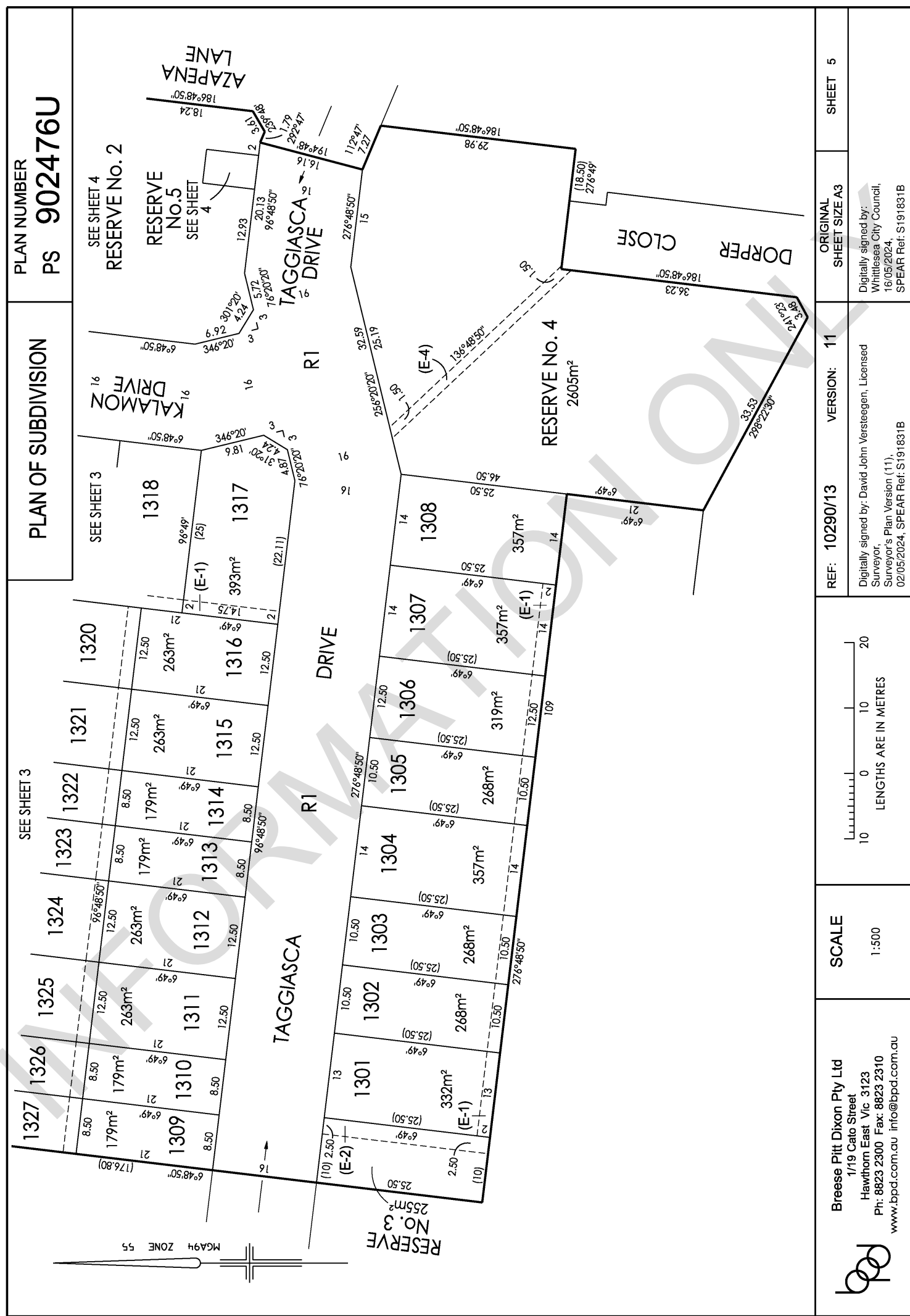
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SEE SHEET 5



PLAN OF SUBDIVISION	PLAN NUMBER PS 902476U
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SUBDIVISION ACT 1988
CREATION OF RESTRICTION

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

RESTRICTION 1

Land to benefit: Lots 1301 to 1356 (both inclusive)
Land to be burdened: Lots 1301 to 1356 (both inclusive)

A. The registered proprietor or proprietors for the time being of any lot forming part of the land to be burdened must not, without permission of the Responsible Authority, construct or permit to be constructed:

1. Any building other than one single residential dwelling, garage, outhouse or landscaping unless approved by Eucalypt Property Pty Ltd as being in accordance with the 'Mason Quarter Design Guidelines'
 - a. any dwelling that is used for the purpose of a display home or for the purposes of marketing display homes unless prior written consent of the Transferor has been obtained;
 - b. in the case of lots 300m² or greater, any dwelling that is not setback at least 4.0m from the Main Street Frontage. The Main Street Frontage is considered the frontage that allows the most direct access to the front door of the dwelling.
The following may encroach by 1.50m into the specified Main Street Frontage setback:
 - i. eaves, gutters, facias, porches, verandas, pergolas, balconies, and porticoes;
 - ii. masonry chimneys
 - c. In the case of lots 300m² or greater, any garage less than 5m from the Main Street Frontage.
 - d. In the case of corner lots 300m² or greater any side wall facing a street above the ground level of a dwelling unless
 - i. It is set back no less than 900mm from the ground level façade; or
 - ii. Greater than 30% of the area of the wall is glazed and the remainder of the wall is constructed of contrasting material finishes to that of the ground floor wall
 - e. any dwelling that faces the secondary façade must have similar elements to the main frontage and be setback in accordance to standard lot setbacks and Small Lot Housing Code setbacks.
 - f. any garage unless:
 - i. constructed from the same materials as the dwelling; and
 - ii. incorporated under the main roof of the dwelling and enclosed with a sectional garage door, unless the lot has a secondary frontage to a public road and the access and egress to and from the garage located on the secondary frontage is solely to and from that secondary public road; and
 - iii. setback a minimum of 470mm from the front façade of the dwellings;
 - g. any outbuildings (other than a garage);
 - i. which is visible from the abutting or adjacent street;
 - ii. is no greater than 20m²;
 - iii. whose design and appearance matches the existing dwelling;
 - h. any dwelling, garage or outbuilding
 - i. having external (excluding drainage downpipes) reticulated or wired services which may be visible from an abutting or adjacent view.
 - ii. with a meter box on the front façade;
 - i. any dwelling that has direct frontage to a second road and/or a reserve must contain articulation to the secondary façade and be setback in accordance to standard lot setbacks or Small Lot Housing Code setbacks where under 300m².
 - j. any dwelling that has direct frontage to a second road
 - k. in the case of lots with a width of 10m or less where measured at the front façade of the dwelling, any garage other than a single garage opening where access is proposed from the Main Street Frontage.
 - l. any dwelling on a lot with side boundaries to public open space reserves created within the subject land unless a minimum of two (2) storeys in height, and with habitable room windows or balconies at the second storey fronting the public open space reserves.
 - m. Any dwelling or commercial building unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering should it be available.
2. Erect or cause permit to be erected or remain erected any fence:
 - a. On either side boundary or rear boundary of any Lot any fence other than a colorbond woodland grey fence;
 - b. On either side boundary or rear boundary of any Lot any fence of a height exceeding 1.95 metres;
 - c. On any front boundary of any Lot, unless the lot is currently designated as display housing by the Transferor; or
 - d. On the side boundary of a Lot which abuts a street, that is not setback at least 10m from the front boundary.

For any lots abutting a reserve, fencing will be coordinated and installed by Eucalypt Property Pty Ltd.

3. Erect or cause permit to be erected or constructed on the Lot any:
 - a. Two way radio, any satellite dish or any other media or electronic communication aerial or device which may be visible from any street adjacent to the Lot; and
 - b. Externally mounted air-conditioning, evaporative cooling unit or device or any other plant and equipment including any solar hot water systems (not solar panels) unless:
 - c. It is similar in colour as the roof, is not visible from the adjacent or abutting street and does not have its highest point higher than the peak ridge of the roof of the dwelling.
4. The re-subdivision and/or re-sale of a vacant lot along with signage is not permitted without the prior consent from the Transferor.
5. Place or allow to be placed on the Lot any vehicle having a carrying capacity of one tonne or more or any boat, caravan, or trailer unless screened from view of any street adjacent to or abutting such Lot.
6. Erect or construct or permit to be erected or constructed on any Lot any refuse or bin storage area that is visible from any street.
7. Allow the state of repair of any landscaped area within the front setback of the Lot or within the road reserve adjacent to the Lot to fall below standard as at the date of completion or to become unkempt or fall into a state of despair
8. In the case of lots less than 300m² any dwelling unless in accordance with Small Lot Housing Code or unless a specific planning permit for the said dwelling has been obtained from Whittlesea City Council.
For the purpose of this restriction lots 1302, 1303, 1305, 1309 to 1316 (both inclusive), 1320 to 1327 (both inclusive), 1330, 1331, 1333, 1334, 1338, 1339, 1343, 1344, 1348, 1353, 1354 are Type A.


These restrictions will cease to affect any of the burdened lots ten years after the date of registration of this plan.

RESTRICTION 2

Land to benefit: Lots 1301 to 1356 (both inclusive)
Land to be burdened: Lots 1351 and 1356

A. The registered proprietor or proprietors for the time being of any lot forming part of the land to be burdened must not, without the permission of the Responsible Authority;

1. Build or permit to be built any building(s) that does not provide 1.0 metre clear horizontal access along the full length of a minimum one side boundary of the lot.

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	SCALE	Digitally signed by: David John Versteegen, Licensed Surveyor, Surveyor's Plan Version (11), 02/05/2024, SPEAR Ref: S191831B	ORIGINAL SHEET SIZE A3	SHEET 6
			REF: 10290/13	VERSION: 11
		Digitally signed by: David John Versteegen, Licensed Surveyor, Surveyor's Plan Version (11), 02/05/2024, SPEAR Ref: S191831B	Digitally signed by: Whittlesea City Council, 16/05/2024, SPEAR Ref: S191831B	



Department of Environment, Land, Water & Planning

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Produced 02/04/2025 03:19:56 PM

Status	Registered	Dealing Number	AY559979V
Date and Time Lodged	01/11/2024 05:12:03 PM		

Lodger Details

Lodger Code	18440T
Name	MSA NATIONAL
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction	VICTORIA
--------------	----------

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Land Title Reference

12548/722

Transferor(s)

Name	EUCALYPT PROPERTY PTY LTD
ACN	125174236

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 448000.00

Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Given Name(s)	AMANDEEP
Family Name	VERMA
Address	
Street Number	1
Street Name	WINSTON
Street Type	STREET



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Locality	LALOR
State	VIC
Postcode	3075

Duty Transaction ID
6119034

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

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

Executed on behalf of	EUCALYPT PROPERTY PTY LTD
Signer Name	BETTINA GERALDINE SHEERAN
Signer Organisation	MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	01 NOVEMBER 2024

Execution

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

Executed on behalf of	AMANDEEP VERMA
Signer Name	MANPREET MANPREET
Signer Organisation	NATIONAL CONVEYANCING GROUP
Signer Role	LICENSED CONVEYANCER
Execution Date	01 NOVEMBER 2024

File Notes:
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Status	Registered	Dealing Number	AV546944Q
Date and Time Lodged	20/04/2022 03:02:52 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 8878917

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

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Estate and/or Interest

FEE SIMPLE

Land Title Reference

8807/339

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	WHITTLESEA CITY COUNCIL
Address	
Street Number	25
Street Name	FERRES
Street Type	BOULEVARD
Locality	SOUTH MORANG
State	VIC
Postcode	3752

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

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

Executed on behalf of	WHITTLESEA CITY COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	20 APRIL 2022

File Notes:

NIL

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Statement End.

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Document Identification	AV546944Q
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|||||
Maddocks

Date 15/11/2022

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 80 Craigieburn Road, Wollert

Purpose of Agreement: Requirements for use and development of land and deferral of Development Infrastructure Levy and Public Open Space Contributions

**City of Whittlesea
and**

Salvatore Lisanti

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Agreement under section 173 of the Planning and Environment Act 1987

Dated / /

Parties

Name	City of Whittlesea
Address	25 Ferres Boulevard, South Morang
Short name	Council
Name	Salvatore Lisanti
Address	11 Longview Ct Thomastown 3074
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and in its capacity as both the Collecting Agency and the Development Agency.
- D. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- E. Under the Planning Scheme the use and development of the land must be generally in accordance with the Wollert Precinct Structure Plan.
- F. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- G. The Planning Permit enables the subdivision of the Subject Land
- H. The Owner has also asked Council in its capacity as Collecting Agency to agree to the deferral of the payment of the Development Infrastructure Levy to a later specified time.
- I. The Owner has also asked Council in its capacity as responsible authority to agree to the deferral of the payment of the Public Open Space Contribution to a later specified time.
- J. Council has agreed that the Owner

J.1 May subdivide the land in a specified manner;

J.2 May defer the payment of the Development Infrastructure levy until a specified time; and

J.3 May defer the payment of the Public Open Space Contribution until a specified time.

K. As at the date of this Agreement, part of the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

L. As at the date of this Agreement, part of the Subject Land is subject to a caveat. The caveator consents to the recording of this Agreement on the relevant certificate of title to the Subject Land.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Balance Lot means all of the land contained in Plan of Subdivision PS902343M.¹

Business Days means a day which is not a public holiday, a Saturday or Sunday in the State of Victoria.

Collecting Agency has the same meaning as in the Act.

Current Address means:

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

Current Email means:

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

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

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

¹ As at the date of this Agreement Plan of Subdivision PS902343M is a proposed plan of subdivision.

Development Contributions Plan means the Wollert Development Contributions Plan being an incorporated document in the Planning Scheme.

GAIC means the Growth Areas Infrastructure Contribution under the Act.

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

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

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession.

Party or Parties means the parties to this Agreement.

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

Planning Permit means the planning permit referred to in Schedule 1, as amended from time to time.

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

Precinct Structure Plan means the Wollert Precinct Structure Plan being an incorporated document in the Planning Scheme.

Public Open Space Contribution means the public open space contribution payable to Council in accordance with clause 53.01 of the Planning Scheme.

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

Schedule means a schedule to this Agreement unless otherwise specified.

School Site Land means the land identified as Lot A on Plan of Subdivision PS831737L².

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

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

Subject Land means all of the land described in Schedule 1 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

² As at the date of this Agreement Plan of Subdivision PS831737L is a proposed plan of subdivision. Lot A on that plan of subdivision is a site created solely for the purpose of a school.

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

3. Purpose and reasons for Agreement

- The Parties acknowledge and agree that the purpose and reasons for this Agreement are to:
- 3.1 record the terms and conditions on which Council agrees to the Owner subdividing the land; and
 - 3.2 to set out the terms upon which the payment of the Development Infrastructure Levy is deferred to a specified time; and
 - 3.3 to set out the terms upon which the payment of the Public Open Space Contribution is deferred to a specified time; and
 - 3.4 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

5. Requirements for the Subject Land

5.1 The Owner covenants and agrees that:

- 5.1.1 the School Site Land may not be used or developed for any purpose other than any lawful land use existing on the date of this Agreement or as a state primary or state secondary school or for the purpose of a non-government primary or non-government secondary school;
- 5.1.2 any permitted use or development of the Balance Lot must be generally in accordance with the requirements of schedule 5 of clause 37.07 of the Planning Scheme;
- 5.1.3 the use and development of the Balance Lot must be carried out only in accordance with the Planning Permit except with the consent of Council under this Agreement;
- 5.1.4 the Public Open Space Contribution which is payable in respect of the subdivision which results in the creation of the Balance Lot must be paid to Council prior to the issue of a Statement of Compliance in respect of each Stage of development of the Balance Lot unless Council agrees to any further deferral of the payment of the Public Open Space Contribution;
- 5.1.5 the Development Infrastructure Levy which is payable in respect of the subdivision which results in the creation of the Balance Lot must be paid to Council prior to the issue of a Statement of Compliance in respect of each stage of development of any part of the Balance Lot under the Planning Permit unless Council agrees to any further deferral of the payment of the Development Infrastructure Levy or the payment of the required amount in stages prior to the issue of a Statement of Compliance in respect of each stage;
- 5.1.6 if the Balance Lot is not further subdivided before the 7th anniversary of the date of this Agreement then the

- (a) Public Open Space Contribution; and
(b) Development Infrastructure Levy -

referred to in clauses 5.1.4 and 5.1.5 become immediately payable.

5.2 For the avoidance of doubt, the parties agree and acknowledge that the:

5.2.1 Public Open Space Contribution; and

5.2.2 Development Infrastructure Levy,

referred to in clauses 5.1.4 and 5.1.5 are to be paid on a stage by stage basis for each subdivision of the Balance Lot subsequently developed in accordance with the Planning Permit.

5.3 The Owner must:

5.3.1 construct the connector road identified in the Precinct Structure Plan as CS03a within the Balance Lot and make arrangements to vest the road reserve required for that connector road in Council as part of the issue of statement of compliance of the final stage of the subdivision approved under the Planning Permit or sooner as may be required by the Owner and by agreement of Council.

5.3.2 the connector road referred to in clause 5.3.1 must be constructed in accordance with engineers plans approved by Council under condition 24 of the Planning Permit

6. Acknowledgment of Council

Council acknowledges and agrees that:

6.1 the Public Open Space Contribution which is payable in respect of the subdivision which results in the creation of the Balance Lot may be paid to Council prior to the issue of a Statement of Compliance in respect of each Stage of the development of the Balance Lot unless Council agrees to any further deferral of the payment of the Public Open Space Contribution; and

6.2 the Development Infrastructure Levy which is payable in respect of the subdivision which results in the creation of the Balance Lot may be paid to Council prior to the issue of a Statement of Compliance in respect of each Stage of development of the Balance Lot unless Council agrees to any further deferral of the payment of the Development Infrastructure Levy or the payment of the required amount in stages prior to the issue of a Statement of Compliance in respect of each stage, and

6.3 the acknowledgement in clause 5.2 apply to clauses 6.1 and 6.2.

7. Further obligations of the Parties

7.1 Notice and registration

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

7.2

Further actions

The Owner:

7.2.1 must do all things necessary to give effect to this Agreement;

7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and

7.2.3 agrees to do all things necessary to enable Council to do so, including:

- (a) sign any further agreement, acknowledgment or document; and
- (b) obtain all necessary consents to enable the recording to be made.

7.3

Council's costs to be paid

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

7.3.1 drafting, finalising, signing and recording and enforcing this Agreement;

7.3.2 drafting, finalising and recording any amendment to this Agreement; and

7.3.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.4

Interest for overdue money

The Owner agrees that:

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

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

8.

Agreement under section 173 of the Act

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

9.

Owner's warranties

9.1

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, and a contract of sale of land to Eucalypt Property Pty Ltd that the Owner has bought to the attention of Council prior to the execution of this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

10. Successors in title

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

- 10.1.1 give effect to this Agreement; and
- 10.1.2 enter into a deed agreeing to be bound by the terms of this Agreement.

11. General matters

11.1 Notices

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

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

11.2 No waiver

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

11.3 Severability

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

11.4 No fettering of Council's powers

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

11.5 Inspection of documents

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

11.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

12. Commencement of Agreement

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

13. Amendment of Agreement

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

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

14. GST

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

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

14.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 14.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

14.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 14.3.

15. Commencement of Agreement

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

16. Amendment of Agreement

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

16.2 This Agreement may also be amended by a further agreement between Council and any person who is burdened by any of the covenants in this Agreement.

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

17. Ending of Agreement

17.1 This Agreement ends:

17.1.1 in respect of the School Site when the School Site is vested in the agency responsible for providing the school;

17.1.2 in respect of the balance of the Subject Land when the Owner has complied with all of the Owner's obligations under this Agreement; or

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

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

17.3 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

17.4 Council will not unreasonably withhold its consent to a written request made pursuant to clause 17.3 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.

17.5 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

18. Electronic execution

18.1 Consent to electronic execution

Each party consents to the signing of this Agreement by electronic means. The parties agree to be legally bound by this Agreement signed in this way.

Schedule 1

Subject Land

Address	Subject Land	Owner	Address of Owner	Mortgage Y/N
80 Craigieburn Road, Wollert	Certificate of Title Volume 08807 Folio 339	Salvatore Lisanti	11 Longview Ct Thomastown 3074	Yes

Planning Permit

Address	Number
80 Craigieburn Road, Wollert	720072 issued on 23 February 2022



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

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

.....
Delegate



Signed sealed and delivered by Salvatore Lisanti in
the presence of:

.....
Signature of witness

.....
Print full name of witness

.....
Signature
Salvatore Lisanti

Mortgagee's consent

Eucalypt Property Pty Ltd ACN 125174236 as Mortgagee under instrument of mortgage no. AU350266K consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Signature of Authorised Representative


Print full name

Signature of Authorised Representative

Print full name

Caveator's consent

Eucalypt Property Pty Ltd ACN 125174236 as caveator under registered caveat no. AT899239J, registered on certificate of title volume 08807 folio 339, consents to the registration of this Agreement on the that certificate of title.


Signature of Authorised Representative
Print full name *APRIL ANN BAKER*


Signature of Authorised Representative
Print full name *NATHAN BLACKBURN*



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Status	Registered	Dealing Number	AX013354U
Date and Time Lodged	05/07/2023 08:39:04 AM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 9088379

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Privacy Collection Statement

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Estate and/or Interest

FEE SIMPLE

Land Title Reference

12384/191
12456/972
12478/169

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	WHITTLESEA CITY COUNCIL
Address	
Street Number	25
Street Name	FERRES
Street Type	BOULEVARD
Locality	SOUTH MORANG
State	VIC



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Postcode 3752

Additional Details

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

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

Executed on behalf of	WHITTLESEA CITY COUNCIL
Signer Name	ZINA TEOH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	05 JULY 2023

File Notes:

NIL

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Statement End.

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Maddocks

Lawyers
Collins Square, Tower Two
Level 25, 727 Collins Street
Melbourne VIC 3008
Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Date / /

29/6/2023

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 80A, 80B & 100 Craigieburn Road Wollert

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

City of Whittlesea

and

Eucalypt Property Pty Ltd ACN 125 174 236

Interstate offices
Canberra Sydney

Affiliated offices around the world through the
Advoc network - www.advoc.com



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Agreement under section 173 of the Planning and Environment Act 1987

Dated / / 29/6/2023

Parties

Name	City of Whittlesea
Address	25 Ferres Boulevard, South Morang, Victoria
Short name	Council
Name	Eucalypt Property Pty Ltd ACN 125 174 236
Address	Cedar Woods Properties Ltd 50 Colin Street, West Perth, Western Australia
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and in its capacity as both the Collecting Agency and the Development Agency.
- D. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- E. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- F. The Owner has asked Council for permission to carry out certain Infrastructure Projects.
- G. The Owner has asked Council for permission to transfer to or vest in Council the Land Projects.
- H. Council has agreed that the Owner will:
- H.1 carry out the Infrastructure Projects; and
- H.2 transfer the Land Projects to Council,
- in return for a credit against its development contribution liability under the Development Contributions Plan.

- I. As at the date of this Agreement, part of the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- J. As at the date of this Agreement, part of the Subject Land is subject to a caveat. The caveator consents to the recording of this Agreement on the relevant certificate of title to the Subject Land.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987* (Vic).

Agreed Infrastructure Project Value in relation to an Infrastructure Project means the amount specified for the Infrastructure Project in Schedule 3.

Agreed Land Value in relation to a Land Project means the amount specified for the Land Project in Schedule 4.

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

Approved Plans means the Designs of an Infrastructure Project approved by Council under clause 7 of this Agreement.

Averaged Equalisation Payment Rate means the total Equalisation Payment due divided by the total NDA (Hectare) as specified in Schedule 5.

Bank Guarantee means a bank guarantee or other form of security in the amount of 5% of the Agreed Infrastructure Project Value or such other amount as is agreed between the parties.

Business Days means a day which is not a public holiday, a Saturday or Sunday in the State of Victoria.

Certificate of Practical Completion means a written certificate issued by Council in its capacity as the Development Agency stating that an Infrastructure Project has been completed to the satisfaction of Council in its capacity as Development Agency.

Collecting Agency means the collecting agency under the Development Contributions Plan.

Construction Program means a program in relation to the construction of any Infrastructure Project and without limiting the generality of its content, the Construction Program may include key milestones at which time Council in its capacity as Development Agency must be able to inspect the construction and progression of the Infrastructure Project, as may be amended from time to time if agreed by the Development Agency.

Credit means a credit in the amount of the Agreed Land Value or the Agreed Infrastructure Project Value as the case may be, which has accrued to the Owner under this Agreement and which may be offset against the Owner's liability to pay the Development Infrastructure Levy for the Subject Land.

Current Address means:

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

Current Email means:

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

Defect means any defect, fault, shrinkage or omission in the Infrastructure Project or any other aspect of the Infrastructure Project which is not in accordance with this Agreement or the Approved Plans.

Designs means the detailed design and engineering plans and specifications of an Infrastructure Project prepared in accordance with this Agreement clause 7.

Development Agency means the development agency under the Development Contributions Plan.

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

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

Equalisation Payment means the amount specified in Schedule 5 (if any) as the amount required to be paid by the Owner to Council as the Averaged Equalisation Payment. This amount is calculated by reference to the percentage difference (expressed as a dollar amount) between:

- the area of Open Space Land that the Owner is required to provide to Council under this Agreement; and
- the Open Space Contribution that the Owner is required to make as shown in Schedule 5.

Equalisation Reimbursement means the amount specified in Schedule 6 (if any) as the amount required to be paid to the Owner by Council as an Equalisation Reimbursement paid as the Averaged Equalisation Reimbursement Amount. This amount is calculated by reference to the percentage difference between:

- the area of Open Space Land that the Owner is required to provide to Council under this Agreement; and
- the Open Space Contribution that the Owner is required to make as shown in Schedule 5.

GAIC means the Growth Areas Infrastructure Contribution under the Act.

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

Independent Certifier means such architect, quantity surveyor, project manager, or other expert relevant to each Infrastructure Project as appointed by the Owner and approved by Council.

Indexation means an annual adjustment to an amount carried out as follows unless a different form of adjustment is specified in this Agreement:

Infrastructure Projects

- For an Infrastructure Project which comprises roads, intersections or bridges, the indexation is to be in line with the Australian Bureau of Statistics Producer Price Indexes, Road and Bridge Construction Index, Victoria.
- For an Infrastructure Project which comprises community infrastructure including recreation infrastructure, the indexation is to be in line with the Australian Bureau of Statistics Producer Price Indexes, Non-Residential Building Construction Index, Victoria.

Land Projects

- For a Land Project using the CPI as the adjustment index.

Open Space Land

- For Open Space Land using the CPI as the adjustment index -

in all instances, to be adjusted annually, as of the 1st of July each year.

Infrastructure Project means a project or projects identified in Schedule 3.

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

Land Project means land which is described in Schedule 4 and which under this Agreement is required to be provided to Council.

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

Maintenance Period means the period specified in Schedule 6 commencing on the date of the Certificate of Practical Completion of an Infrastructure Project.

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

Net Developable Hectare means, in relation to specified land, each hectare of Net Developable Area comprising that specified land.

Net Developable Area means the total area of the Subject Land, less land requirements for high order transport networks, education and community facilities, utilities transmission easements, Melbourne Water waterway corridors, wetlands and retarding basins, State and local conservation reserves, open space (sports reserve and local parks), and land identified for future quarrying activities.

Open Space Equalisation means the process of balancing the Public Open Space Contribution made by the Owner so that the overall Public Open Space Contribution made by the Owner in respect of the Subject Land is not less than or greater than the Public Open

Space Contribution as specified in clause 53.01 of the Planning Scheme for the Subject Land.

Open Space Land means unencumbered land for public open space which is identified in Schedule 5.

Open Space Land Value means the amount specified in Schedule 5 as the Open Space Land Value.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession.

Party or Parties means the parties to this Agreement.

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

Planning Permit means the planning permit referred to in Schedule 2, as amended from time to time.

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

Precinct Structure Plan means the Wollert Precinct Structure Plan as incorporated in the Planning Scheme as amended from time to time.

Project Control Group means a group comprised of the Owner or a representative of the Owner and representative of Council established in accordance with clause 6.4.

Provision Trigger means the milestone or provision trigger set out in the relevant columns of Schedule 3 or Schedule 4 as the case may be.

Public Infrastructure Plan¹ means the plan endorsed under the Planning Permit as the public infrastructure plan.

Public Open Space Contribution means the public open space contribution that the Owner is required to make under the Schedule to clause 53.01 of the Planning Scheme in respect of the Subject Land.

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

Schedule means a schedule to this Agreement.

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

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

Subject Land means all of the land described in Schedule 7 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

¹ Delete this definition if not used.

2. Interpretation

In this Agreement unless the context admits otherwise:

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

3. Purpose and reasons for Agreement

The Parties acknowledge and agree that the purpose and reasons for this Agreement are to:

- 3.1 record the terms and conditions on which Council agrees to the Owner providing an Infrastructure Project;
- 3.2 record the terms and conditions on which Council agrees to the Owner providing any Land Project to Council;
- 3.3 record the provision of Open Space Land and where relevant any agreed Land Equalisation; and
- 3.4 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required or unless it is ended in accordance with clause 27.

5. Payment of Development Infrastructure Levy

The Parties agree that:

- 5.1 subject to this Agreement, the Owner is required to pay the Development Infrastructure Levy in cash on a stage by stage basis unless the Subject Land has a Credit available to it in accordance with this Agreement;
- 5.2 notwithstanding any other provision of this Agreement, if Council becomes liable to pay money to the Owner by operation of this Agreement such liability must be paid by Council to the Owner unless the Owner instructs Council otherwise;
- 5.3 any component of the Development Infrastructure Levy which is not offset by an entitlement to a Credit must be paid to Council prior to the issue of the Statement of Compliance for subdivision of the Subject Land as a result of which the obligation to pay the Development Infrastructure Levy arises or at such other time as is specified in this Agreement; and
- 5.4 prior to the issue of a Statement of Compliance for the final stage of the subdivision or development of the Subject Land, Council will undertake a reconciliation of the Owner's obligations and entitlements under this Agreement to ensure that the Development Infrastructure Levies paid in respect of the Subject Land reflects the Net Developable Area and upon that reconciliation being undertaken –
 - 5.4.1 Council must within 28 days pay to the Owner any amount that is identified as owing to the Owner; and
 - 5.4.2 the Owner must within 28 days pay to Council any amount that is identified as owing to Council.

6. Infrastructure Projects as Works in kind

6.1 Provision of Infrastructure Projects

The Owner must deliver or procure delivery of each Infrastructure Project:

- 6.1.1 in accordance with the Approved Plans;
- 6.1.2 so that a Certificate of Practical Completion is issued prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 6.2.1;
- 6.1.3 in accordance with the Public Infrastructure Plan; and
- 6.1.4 in accordance with any Construction Program provided to Council by the Owner.

6.2 Time for completion of Infrastructure Projects

The Owner agrees that the provision of an Infrastructure Project under this Agreement is deemed to be public works for the purposes of section 21(1) of the *Subdivision Act 1988* and that if the Owner does not have a Certificate of Practical Completion for an Infrastructure Project issued by the relevant Provision Trigger for that Infrastructure Project or such other later time as Council has agree in writing, Council may:

- 6.2.1 in its capacity as the Collecting Agency, in writing, extend the timeframe; or
- 6.2.2 in its capacity as Council, refuse to issue any Statements of Compliance in respect of the development of the Subject Land until a Certificate of Practical Completion been issued for the Infrastructure Project .

6.3 Extension of time

- 6.3.1 If the Owner becomes aware of anything which will, or is likely to cause, delay to the achievement of a Certificate of Practical Completion of the relevant Infrastructure Project, the Owner must give Council written notice of the cause and the estimated delay.
- 6.3.2 Provided the Owner complies with clause 6.3.1 Council may, acting reasonably, grant an extension of time for delivery of the relevant Infrastructure Project and modify the Provision Trigger accordingly, if the delay is caused by
 - (a) loss or damage by fire, flood, explosion, earthquake, lightning, storm, tempest, riot or civil commotion;
 - (b) any act, default or omission of Council;
 - (c) any variation requested by Council;
 - (d) any delay in any Authority in giving any approval or consent, or giving a direction to suspend the relevant Infrastructure Project;
 - (e) an event of force majeure;
 - (f) any prohibition or embargo imposed by any legislation or regulation that is not in place as at the date of this Agreement;
 - (g) any disputes between employers and employees, strikes, lockouts, stoppages or any like action that affects any builder or contractors, any of the trades employed in carrying out the relevant Infrastructure Project or any

supplier of the material or services required for the relevant Infrastructure Project, provided the Owner has not caused or contributed to these events;
or

- (h) any civil commotion or industrial action beyond the control of the Owner which prevents the relevant Infrastructure Project from proceeding or continuing.

6.4 Project Control Group

The Parties agree that if requested by Council in writing at a time after the commencement of this Agreement, then, prior to the commencement of any works associated with the provision of any Infrastructure Project, a Project Control Group must:

- 6.4.1 be established jointly by the Parties to discuss the Construction Program associated with any Infrastructure Project and the general progress of each Infrastructure Project;
- 6.4.2 include equal representation from Council and the Owner or the Owner's representatives;
- 6.4.3 be chaired by a representative of Council; and
- 6.4.4 hold meetings at intervals to the satisfaction of Council.

6.5 Obligation to complete Infrastructure Projects once commenced

The Owner agrees that when the Owner commences works associated with an Infrastructure Project, the Owner must complete the Infrastructure Project in accordance with this Agreement regardless of whether the total cost of completing the Infrastructure Project exceeds the Agreed Infrastructure Project Value.

6.6 Agreed Infrastructure Project Value

The Parties agree that the Agreed Infrastructure Project Value is a fixed amount subject only to Indexation in the manner and up to the time, specified in this Agreement.

7. Design of Infrastructure Projects

The Owner agrees that:

- 7.1.1 the Owner must, at the full cost of the Owner, prepare the Designs of each Infrastructure Project and submit the Designs to Council for approval;
- 7.1.2 Council's approval of the Designs will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans in accordance with clause 7.2;
- 7.1.3 the Owner must obtain all necessary permits and approvals for the Infrastructure Projects including all permits and approvals required for works surrounding the site of the Infrastructure Project such as for service relocations, driveway alteration and the like; and
- 7.1.4 if required by Council, prior to awarding any contract for the Infrastructure Projects, the Owner must submit to Council for Council's reference:
 - (a) a copy of the terms and conditions of the proposed contract; and

- (b) a copy of the proposed Construction Program.

7.2 Approval of Designs

7.2.1 The Owner must:

- (a) upon finalisation of the concept design for each Infrastructure Project; and
- (b) upon finalisation of the detailed design for each Infrastructure Project,

prepare and submit to Council for approval the plans and specifications for the construction of each Infrastructure Project.

7.2.2 The Owner must take all reasonable steps to ensure that the plans and specifications for the construction of any Infrastructure Project are prepared with due care and skill so that, if the works are constructed in accordance with the plans and specifications, any Infrastructure Project will be fit for its intended purpose.

7.2.3 Within 20 Business Days of submission under clause 7.2.1 Council will give notice to the Owner as to whether the plans and specifications are approved by Council or provide any comments to the Owner, and if approved those plans will be the Approved Plans.

7.2.4 If Council provides any comments on the plans and specifications under clause 7.2.3, those comments must take into account and be consistent with the DCP and the Owner must take account of those comments to the extent it is reasonable to do so and re-submit the plans and specifications to Council for approval.

7.2.5 The process set out in clauses 7.2.3 to 7.2.4 will apply until such time as the plans and specifications are approved by Council or are deemed approved pursuant to clause 7.2.6 and the reference to '20 Business Days' in clauses 7.2.3 is to be read as '10 Business Days'.

7.2.6 If Council does not give approval or provide any comments within the time prescribed in clause 7.2.3, the plans and specifications will be deemed approved.

7.2.7 Where a dispute arises between Council and the Owner as to the compliance, suitability or desirability of any part of a proposed Design, plan or specification, either party may give written notice to the other requiring a meeting of senior executives for the purpose of resolving the dispute. The meeting of senior executives must be:

- (a) convened within 5 Business Days after delivery of the written notice, or such other period as the parties may agree in writing;
- (b) attended by senior officers of each party with authority to resolve the dispute on behalf of the relevant party;
- (c) attended by the parties in good faith and with a view to resolving the dispute.

7.3 Variation of Approved Plans

There must be no further variations to the Approved Plans without the prior written consent of Council in its capacity as Development Agency.

8. Construction of Infrastructure Projects

The Owner agrees that in providing each Infrastructure Project:

- 8.1.1 the Owner is responsible for all design and construction risks in relation to the Infrastructure Projects;
- 8.1.1 Council has no responsibility for any costs incurred by the Owner beyond the Agreed Infrastructure Project Value Standard of work

In addition to any other requirement in this Agreement, the Owner agrees that all work for an Infrastructure Project must:

- 8.1.2 accord with the Approved Plans;
- 8.1.3 be fit and structurally sound, fit for purpose and suitable for its intended use;
- 8.1.4 not encroach upon any land other than the land shown in the Approved Plans; and
- 8.1.5 comply with any relevant current Australian Standard unless otherwise agreed in writing by Council in its capacity as development agency.

8.2 Completion of an Infrastructure Project

The Owner must complete each Infrastructure Project by the Provision Trigger, unless such Provision Trigger is extended by Council in its sole and absolute discretion.

8.3 Access to other land

- 8.3.1 Before accessing land owned by Council or a third party for the purpose of constructing an Infrastructure Project or for undertaking any maintenance or repair of defects in respect of an Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party, that person, that the Owner has:
 - (a) consent of the owner of land to access such land; and
 - (b) satisfied any condition of such consent;
- 8.3.2 The Owner is responsible for putting in place all proper occupational health and safety plans as may be required under any law of the State of Victoria for that purpose.
- 8.3.3 Subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be constructed and completed, maintained or repaired in accordance with this Agreement.

9. Certificate of Practical Completion

9.1 Certificate of Practical Completion

Council will issue a Certificate of Practical Completion for an Infrastructure Project when the Infrastructure Project, or any stage of it as specified in this Agreement or as otherwise agreed with Council in its capacity as Development Agency, has been completed to the

satisfaction of Council in its capacity as Development Agency in accordance with this Agreement.

9.2 Procedure for Certificate of Practical Completion

The Parties agree that:

- 9.2.1 upon the completion of an Infrastructure Project, the Owner must notify Council and any other relevant authority and provide to Council all as-built plans and drawings, licences, warranties and insurance policies in connection with the Infrastructure Project;
- 9.2.2 within 10 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council will arrange for it and any other relevant authority to promptly inspect the Infrastructure Project and determine whether Council will issue a Certificate of Practical Completion;
- 9.2.3 prior to Council being required to issue a Certificate of Practical Completion, the Owner must provide to Council:
 - (a) a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project; and
 - (b) a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;
- 9.2.4 if Council is not satisfied that the Infrastructure Project has been completed in accordance with the requirements of this Agreement (acting reasonably), Council may refuse to issue a Certificate of Practical Completion provided Council:
 - (a) identifies in what manner the Infrastructure Project is not satisfactorily completed; and
 - (b) what must be done to satisfactorily complete the Infrastructure Project;
- 9.2.5 Council may, notwithstanding a minor non-compliance or minor non-completion, determine to issue a Certificate of Practical Completion if Council in its capacity as Development Agency is satisfied that the proper construction of the Infrastructure Project can be secured or otherwise guaranteed to its satisfaction.
- 9.2.6 If Council notifies the Owner that it refuses to issue a Certificate of Practical Completion, the Owner must:
 - (a) undertake any further works it considers are required to complete the relevant Infrastructure Project; and
 - (b) notify Council when it has completed such works,following which, Council must then:
 - (c) attend an inspection of the works, jointly with the Owner, within 7 days of receiving notice from the Owner under clause 9.2.6(b); and
 - (d) within 7 days of that joint inspection either issue a Certificate of Practical Completion, or a notification that it refuse to issue a Certificate of Practical Completion provided that clause 9.2.4(a) and 9.2.4(b) will apply.

- 9.2.7 If Council notifies the Owner under clause 9.2.6(d) that it refuses to issue a Certificate of Practical Completion, the process set out in clause 9.2.6 will apply (provided it will only apply on two occasions).
- 9.2.8 Unless the parties agree otherwise, if, after adopting the process set out in clauses 9.2.6 and 9.2.7, Council issues a notification that it refuse to issue a Certificate of Practical Completion, an Independent Certifier will be appointed to provide advice on whether the relevant Infrastructure Project has been completed, and the following will apply:
- (a) either party may instruct the Independent Certifier to prepare a report detailing the works it considers are required to enable a Certificate of Practical Completion to be issued (**PC Report**);
 - (b) the Independent Certifier must:
 - (i) prepare that PC Report as soon as practicable and be instructed on terms that require 14 day completion;
 - (ii) first issue the PC Report in draft for comment of the parties within 7 days of issue; and
 - (iii) then issue the final PC Report.
- 9.2.9 The Owner must then undertake the works specified in the PC Report that the Independent Certifier considers are required so that a Certificate of Practical Completion can be issued.
- 9.2.10 When the Owner considers that it has completed such works, it must notify Council and the Independent Certifier, and the Independent Certifier must inspect the works within 7 days after receipt of such notice.
- 9.2.11 Within 7 days of such inspection, the Independent Certifier must either issue a notice confirming that a Certificate of Practical Completion can be issued, or issue a notice confirming that is not satisfied that the works have been completed with details of the further works that are required so that a Certificate of Practical Completion can be issued.
- 9.2.12 The Owner must then repeat the process under clauses 9.2.9 and 9.2.10 until a Certificate of Practical Completion can be issued.
- 9.2.13 If works are completed and confirmed to be completed by the Independent Certifier, then Council must issue a Certificate of Practical Completion within 7 Business Days of that confirmation.
- 9.2.14 The Parties agree that the costs of any Independent Certifier will be borne by the Owner.

10. Risk

10.1 Care of the Infrastructure Project

Until a Certificate of Practical Completion is issued in respect of an Infrastructure Project, responsibility for care of the Infrastructure Project remains with Owner.

10.2 Insurance

The Owner will, or must procure that its contractors, have any necessary insurances to cover the risks of undertaking each Infrastructure Project, including professional indemnity insurance where an Infrastructure Project involves design and otherwise public liability and contract works insurance and must provide evidence of those insurances upon request.

10.3 Maintenance Period of Infrastructure Projects

10.3.1 Upon the issue of a Certificate of Practical Completion, an Infrastructure Project is subject to a Maintenance Period.

10.3.2 The Owner must, during the Maintenance Period, rectify all Defects in each Infrastructure Project within a reasonable time of being notified by Council and the Owner must carry out those rectification works causing as little inconvenience to the occupants or users of each Infrastructure Project as is reasonably possible. For the avoidance of doubt, the Owner is responsible for all costs associated with the rectification of a Defect in an Infrastructure Project. A further Maintenance Period applies to all rectified Defects.

10.3.3 If the Owner fails to rectify defects in accordance with clause 10.3.2, or the Infrastructure Project has not otherwise been completed in accordance with approved Designs, Council may have the rectification work carried out itself and the reasonable costs incurred by Council in so doing will be a debt due and payable by the Owner. Council will be responsible for all ongoing repairs and maintenance of the Infrastructure Project following the rectification of defects and the expiration of the Maintenance Period.

10.4 Bank Guarantee

The Owner agrees that:

10.4.1 prior to the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner must provide Council with a Bank Guarantee ;

10.4.2 if the Owner fails to comply with a written direction from Council to rectify any notified Defects in an Infrastructure Project, Council may at its absolute discretion have recourse to the Bank Guarantee for the purposes of rectification of any Defects; and

10.4.3 the Bank Guarantee will be returned to the Owner within 10 Business Days after the Maintenance Period, less any amount applied to rectification of any Defects in the Infrastructure Project.

11. Land Project

11.1 Provision of Land Project

The Owner must provide each Land Project to Council :

11.1.1 by vesting of the Land Project in Council;

11.1.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 11.2;

11.1.3 with all services to be available as specified in the relevant column of Schedule 4;

- 11.1.4 free of all encumbrances, including any structure, debris, waste, refuse and contamination, except as agreed by Council;
- 11.1.5 free of any fees and charges associated with the delivery of the site; and
- 11.1.6 otherwise in a condition that is to the satisfaction of Council in its capacity as Development Agency.

11.2 Time for vesting of Land Project

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

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

11.3 Agreed Land Value

- 11.3.1 The Owner agrees that the Agreed Land Value:
 - (a) includes all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
 - (b) is a fixed amount but subject to Indexation; and
 - (c) replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Land Project.
- 11.3.2 The Owner agrees that upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Land Project.

11.4 Environmental Assessment

The Owner covenants and agrees that prior to providing the Land Project to Council, if the Owner has not already done so in response to a condition in or as a requirement of a Planning Permit, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Land Project is suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

12. Public Open Space

12.1 Provision of Open Space Land

The Owner must provide the Open Space Land to Council for municipal purposes:

- 12.1.1 by vesting the Open Space Land in Council;
- 12.1.2 with all utility services available to the Open Space Land;

- 12.1.3 on or before the relevant Provision Trigger if any is specified in Schedule 5, unless a later date is approved by Council; or
- 12.1.4 as part of and upon the registration of any Plan of Subdivision for the Subject Land containing the Open Space Land,

whichever occurs earlier.

12.2 Value of Open Space Land

The Open Space Land Value is an amount which is fixed and non-variable but is subject to Indexation.

12.3 Open Space Equalisation

- 12.3.1 The Owner agrees that its Open Space Liability under the Planning Scheme is the percentage amount set out in Schedule 5 being the amount specified in the schedule to clause 53.01 of the Planning Scheme.
- 12.3.2 The Parties agree that where the public open space liability of the Owner involves Open Space Equalisation, Open Space Equalisation is to be undertaken in the manner specified in Schedule 5.
- 12.3.3 The Parties agree that where an Equalisation Payment is to be paid, it must be paid by the payment to the Council of the Averaged Equalisation Payment Rate set out in Schedule 5 and at the time set out in Schedule 5.
- 12.3.4 The Owner agrees that where an Equalisation Reimbursement is to be paid, it must be paid by the payment to the Owner of the Averaged Equalisation Payment Rate set out in Schedule 5 and at the time set out in Schedule 5.
- 12.3.5 Prior to the issue of a Statement of Compliance for the final stage of the subdivision or development of the Subject Land, Council may undertake a reconciliation of the Owner's obligations and entitlements under this Agreement to ensure that any final equalisation payment reflects the Net Developable Area identified in Schedule 3 and reconciles any differences within the final equalisation payment and upon that reconciliation being undertaken –
 - (a) Council must within 28 days pay to the Owner any amount that is identified as owing to the Owner; and
 - (b) the Owner must within 28 days pay to Council any amount that is identified as owing to Council.

12.4 Council acknowledgement

The parties acknowledge and agree that upon the Owner satisfying its obligations under clause 12, the Owner will have fulfilled its obligations under the Planning Permit, the Planning Scheme and the *Subdivision Act 1988* in relation to making the Public Open Space Contribution in respect of the Subject Land.

13. Credit

13.1 Process for Credit

The Parties agree that:

- 13.1.1 the Owner will be entitled to a Credit for the Agreed Infrastructure Project Value from the commencement of this Agreement;
- 13.1.2 the Owner will be entitled to a Credit for the Agreed Land Value from the commencement of this Agreement;
- 13.1.3 where a Credit has become available, the Owner will not be required to pay the Development Infrastructure Levy in cash until the Credit has been exhausted;
- 13.1.4 the value of the Credit will be adjusted annually on the basis of Indexation of the Agreed Land Value and the Agreed Infrastructure Project Value in accordance with this Agreement;
- 13.1.5 prior to the issue of a Statement of Compliance by Council for one or more Stages, Council must:
 - (a) calculate the Development Infrastructure Levy payable for such Stage(s) as at that date; and
 - (b) deduct the amount calculated under paragraph (a) from the Credit until the Credit has been exhausted;
- 13.1.6 when the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:
 - (a) then in relation to that Stage, the Owner must pay in cash, an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of Credit remaining, prior to the issue of a Statement of Compliance; and
 - (b) in relation to subsequent Stages, the Owner must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance for each Stage or as otherwise agreed by Council;
- 13.1.7 when the amount of the Credit that the Owner is entitled to exceeds the Development Infrastructure Levy payable in relation to a Stage:
 - (a) the Credit remaining shall be applied to the Development Infrastructure Levy in the next Stage; and
 - (b) where at the final Stage the Owner has a Credit remaining, and clause 13.2 is not applicable, Council will pay the remaining amount of the Credit in cash as reasonably promptly as the cash reserves of the relevant Development Infrastructure Contribution account enable that payment to be made.

13.2 Exhaustion of Credit

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

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

14. Localised Infrastructure

The Parties acknowledge that:

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

15. Further obligations of the Parties

15.1 Transaction costs

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

15.2 Notice and registration

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

15.3 Further actions

The Owner:

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

15.4 Council's costs to be paid

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

- 15.4.1 drafting, finalising, signing and recording and enforcing this Agreement;
- 15.4.2 drafting, finalising and recording any amendment to this Agreement; and
- 15.4.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

15.5 Interest for overdue money

The Owner agrees that:

- 15.5.1 the Owner must pay to Council interest at the same rate used under section 120 the *Local Government Act* 2020 on any amount due under this Agreement that is not paid by the due date.
- 15.5.2 if interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

16. Agreement under section 173 of the Act

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

17. Owner's warranties

- 17.1 The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.
- 17.2 The Owner warrants that, to the best of the Owner's knowledge and belief:
 - 17.2.1 each Land Project is free of contamination of any kind which would make the Land Project unsuitable for its intended purpose as set out in the Precinct Structure Plan; and
 - 17.2.2 is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

18. Successors in title

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

18.1.1 give effect to this Agreement; and

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

19. General matters

19.1 Notices

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

19.1.1 personally on the other Party;

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

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

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

19.2 No waiver

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

19.3 Severability

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

19.4 No fettering of Council's powers

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

19.5 Inspection of documents

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

19.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

19.7 Counterparts

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

19.8 Mortgagee

The Mortgagee by its consent to this Agreement acknowledges and agrees that if it ever becomes Mortgagee-in-possession of the Subject Land it will be bound by the provisions of this Agreement.

19.9 Caveator

The Caveator by its consent to this Agreement consents to the recording of this Agreement on the certificate of title to the Subject Land.

20. GAIC

- 20.1 The Owner acknowledges and agrees that all land transferred to or vested in Council must have any Inherent GAIC Liability discharged prior to it being provided to Council and to the extent it is not so discharged, the Owner shall remain liable to Council for any GAIC liability incurred by Council subsequently incurred by Council as a result of its development after the termination of this Agreement.
- 20.2 The Parties agree that clause 20.1 survives the termination of this Agreement
- 20.3 The Owner agrees that the Owner must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 20.1 from its Inherent GAIC Liability.

21. Foreign resident capital gains withholding

21.1 Definitions

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

12.5% means 12.5% or any other amount set out in the Tax Act from time to time as the withholding amount.

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

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

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

Statement of Compliance has the same meaning as in the Subdivision Act 1988

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

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

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

21.2 Foreign resident status of Owner

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

21.3 Excluded transaction

21.3.1 Clause 21.5 does not apply if:

- (a) the transfer or vesting of the Land Project or the Open Space Land is an Excluded Transaction; and
- (b) the Owner provides Council with all information and documentation to satisfy Council that the transfer or vesting of the Land Project and the Open Space Land is an Excluded Transaction no later than 10 Business Days before the Land Project or the Open Space Land as the case may be is transferred to or vested in Council's ownership.

21.3.2 Without limiting clause 21.3.1, the transfer or vesting of a Land Project or Open Space Land is an Excluded Transaction if the market value of the Land Project or Open Space Land as at the date of this Agreement is less than \$750,000.

21.4 Variation notice

If the Owner provides Council with a Variation Notice prior to the transfer or vesting of the Land Project and Open Space Land, then Council will adjust the withholding amount (as specified in clause 21.5 below) in accordance with the Variation Notice.

21.5 Withholding

21.5.1 This clause 21.5 applies if the Owner is taken to be foreign residents under clause 21.2 and the Owner has not satisfied Council that the transfer or vesting of the Land Project and Open Space Land is an Excluded Transaction under clause 21.3.

21.5.2 Subject to clauses 21.5.3 and 21.5.4, Council will deduct from any monetary consideration payable to the Owner an amount equal to:

- (a) 12.5% of the Consideration (excluding GST) in accordance with section 14-200(3) of Schedule 1 to the Tax Act; or
- (b) the Variation Amount, if the Owner have provided Council with a Variation Notice in accordance with clause 21.4,

(the **withholding amount**).

21.5.3 Subject to clause 21.5.4, if any monetary consideration payable to the Owner is less than 12.5% of the Consideration, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the Consideration (or such other amount as required by Council); or

- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 21.4 -

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

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

- (a) a cash payment equal to 12.5% of the market value of the Land Project and Open Space Land valued as at the date of this Agreement; or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 21.4,

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

21.6 Council to remit withholding amount

21.6.1 Council agrees to:

- (a) pay the withholding amount or amounts determined under clause 21.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:
 - (i) Council receiving a transfer of land in respect of the Land Project and Open Space Land, in registrable form; or
 - (ii) the registration of a plan of subdivision which vests the Land Project or Open Space Land in Council's ownership;
- (b) provide the Owner with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and
- (c) provide the Owner with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.

21.7 Consideration adjusted after withholding

For the avoidance of doubt and notwithstanding anything else in this Agreement, the Consideration payable to the Owner and the Developer is reduced to the extent that a withholding amount is deducted from the Consideration under clause 21.5.

21.8 Owner to co-operate

21.8.1 The Owner must:

- (a) not procure the registration of a plan of subdivision which vests a Land Project or Open Space Land in Council's ownership unless:
 - (i) a Clearance Certificate has been provided to Council; or
 - (ii) the Owner and Council have agreed upon the amount to be withheld by and/or remitted by Council to the Australian Taxation Office in accordance with clause 21.5;

- (b) provide Council with 20 Business Days prior written notice of the lodgement of a plan of subdivision at Land Use Victoria which will have the effect of vesting any land in Council's ownership; and
- (c) notify Council immediately on the date on which a plan of subdivision registers which vests land in Council's ownership.

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

21.9 Owner's and Developer's warranty

The Owner warrants that the information provided to Council under this clause 21 is true and correct.

21.10 Indemnity

The Owner agrees to indemnify Council against any interest, penalty, fine or other charge or expense incurred by Council as a result of the Owner's failure to comply with this clause 21.

22. Commencement of Agreement

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

23. Amendment of Agreement

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

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

24. GST

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

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

24.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 24.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

24.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 24.3.

25. Commencement of Agreement

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

26. Amendment of Agreement

- 26.1 This Agreement may be amended in accordance with the Act.
- 26.2 This Agreement may also be amended by a further agreement between Council and any person who is burdened by any of the covenants in this Agreement.
- 26.3 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

27. Ending of Agreement

- 27.1 This obligations of the Owner pursuant to this Agreement end:
- 27.1.1 in relation to the balance of the Subject Land apart from Residential Lots, when the Owner has complied with all of the Owner's obligations under this Agreement; or
- 27.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.
- 27.2 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.
- 27.3 Where it is proposed to end this Agreement in relation to part of the Subject Land by agreement, the parties agree that only Council and the Owner of the part of the Subject Land that is the subject of the proposal to end this Agreement are required to agree to the ending, and the agreement of other Owners of the Subject Land is not required.
- 27.4 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 27.5 Council will not unreasonably withhold its consent to a written request made pursuant to clause 27.4 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 27.6 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

28. Electronic execution

28.1 Consent to electronic execution

A party may sign this Agreement, and any variations to it, by electronic means where permitted by law. Each other party consents to that party signing by electronic means. Counterpart if electronic execution used

The parties agree that if any party signs this Agreement under clause 28.1, then:

- 28.1.1 an electronic form of this Agreement with that party's electronic signature(s) appearing will constitute an executed counterpart; and
- 28.1.2 a print-out of this Agreement with that party's electronic signature(s) appearing will also constitute an executed counterpart.

Schedule 1

Wollert Development Contributions Plan as incorporated in the Planning Scheme.

Schedule 2

Whittlesea Planning Permits 719412 issued on 16 July 2021 & 720072 issued on 23 February 2022

Schedule 3

Infrastructure Projects

DCP Project No.	Description of the Infrastructure Project	% of project costs	Provision Trigger	Agreed Infrastructure Project Value (\$2022/23)
RD-08c	Construction of Connector Road – between East Government Primary School and Local Conservation Reserve	93%	Prior to the issue of a Statement of Compliance for Stage 14	\$1,941,581.72
IN-02c	Craigieburn Road/ Andrew Roadway signalised intersection – Construction of 172m of 3.0m shared path and verge extent in accordance with DCP	<1%	Prior to the issue of a Statement of Compliance for Stage 11B.	\$37,794.18

Schedule 4

Land Projects

DCP Project No.	Description of the Land Project	Proportion of the of full DCP project costs	Services to be available	Provision Trigger	Agreed Land Value (\$2022/23)
CI-02	Purchase of land for Community Facility (East Wollert Level 1 Children's centre)	100%	Electricity Potable water Recycled (non-potable) water Drainage Sewerage Communications No Gas	Prior to the issue of a Statement of Compliance for Stage 14	\$766,008.00

Schedule 5

Open Space Equalisation

PSP/DCP Property Number	Subject Land Net Developable Area (ha)	Open Space Land (ha)	Agreed Rate per hectare (\$2022/23 /Ha)	Open Space Land Value \$2022/23 (\$ / Ha)	Public Open Space Contribution on liability (ha) @ 4.47% of NDA	Equalisation Payment (Owner to Council) ² (\$2022/23)
21	17.3972	0.00	\$1,500,000	\$1,166,481.52	0.7777	\$1,166,481.52 Equalisation Payment by Owner to Council
22	12.4450	0.00	\$1,525,000	\$848,341.27	0.5563	\$848,341.27 Equalisation Payment by Owner to Council
Total Equalisation Payment Due						\$2,014,822.79
Timing of when the Equalisation Payment must be made						Prior to issue of Statement of Compliance of Each Stage
Averaged Equalisation Payment Rate per Net Developable Hectare - \$2022/23(year) ³ (Total Equalisation Payment Due / Total NDHa of 29.8421 Ha) payable by Owner to Council.						\$67,516.03

² Delete whichever is not applicable.

³ Delete if no Averaged Equalisation Payment is proposed and the payment is paid as a lump sum.

Schedule 6

Maintenance Period

Infrastructure Type	Maintenance Period
Road Projects	3 months, subject to clause 10.3

Schedule 7

Subject Land

Address	Land	Owner	Address of Owner	DCP Property Number	Mortgage
80A Craigieburn Road, Wollert	Certificate of Title Volume 12456 Folio 972, being Lot A on Plan of Subdivision 908262H	Eucalypt Property Pty Ltd	50 Colin Street West perth WA 6005	22	ANZ Fiduciary Services Pty Ltd
80B Craigieburn Road, Wollert	Certificate of Title Volume 12384 Folio 191, being Lot B on Plan of Subdivision PS902434M	Eucalypt Property Pty Ltd	50 Colin Street West perth WA 6005	22	ANZ Fiduciary Services Pty Ltd
100 Craigieburn Road, Wollert	Certificate of Title Volume 12478 Folio 169, being Lot A on Plan of Subdivision 844124Y	Eucalypt Property Pty Ltd	50 Colin Street West perth WA 6005	21	ANZ Fiduciary Services Pty Ltd

Signing Page

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

Signed, Sealed and Delivered for and on behalf, and with the authority, of the Whittlesea City Council by the members of Council staff occupying the positions or titles of or acting in the positions of Director Infrastructure and Environment and Manager Strategic Futures in the presence of:

DocuSigned by: Debbie Wood
9D513D8D49AF43C...

Delegate

DocuSigned by: Siobhan Short
71EA8418E28A49B...

Witness

DocuSigned by: George Saisanas
4F1AD563CC694F4...

Delegate

DocuSigned by: Amir Mahdavian
BA76C4CB89B449B...

Witness

This document was witnessed by audio visual link in accordance with the requirements of s12 of the Electronic Transactions (Victoria) Act 2000.

Executed as a deed by Eucalypt Property Pty Ltd)
ACN 125174236 by its attorney under power of)
attorney dated 23 February 2022 (who have no notice)
of revocation of that power of attorney as at the date of)
signing) in the presence of:

DocuSigned by:
Patrick Archer

Signature of Attorney
Patrick Archer

Print full name
DocuSigned by:
James Mitchell

Signature of witness
James Mitchell

Print full name of witness

DocuSigned by:
Ryan Beer

Signature of Attorney
Ryan Beer

Print full name
DocuSigned by:
James Mitchell

Signature of witness
James Mitchell

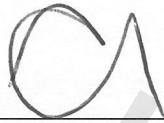
Print full name of witness

Mortgagee's consent

ANZ Fiduciary Services PTY LTD as Mortgagee under instrument of mortgage nos. AU995528G, AW383807X and AW560394L consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Signed for and on behalf of **ANZ Fiduciary Services Pty Ltd ABN 91 100 709 493**
by its attorney under power of attorney
dated 12 July 2016 in the presence of:

) By executing this document the attorney
) states that he/she has received no notice
) of revocation of the power of attorney
)
)
)
)



) ATTORNEY ALISON CARLIN

) Print Name:

Position Held: ASSOCIATE DIRECTOR,
AGENCY SERVICES

WITNESS

Print Name: Alicia Jayne Back

Occupation: Associate Director

Address:

242 PITT STREET
SYDNEY NSW 2000

Loan Structuring
Execution



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced: 02/04/2025 03:19:56 PM

Dealing Number: AY781238A

Status: Completed

Date and Time Lodged: 15/01/2025 11:30:38 AM

Responsible Subscriber: MSA NATIONAL

Customer Code: 18440T

Reference:

APPLICATION TO NOMINATE AN ELECTRONIC CERTIFICATE OF TITLE TO AN ELECTRONIC INSTRUMENT

The Subscriber authorises the nomination of the following electronic Certificate(s) of Title to the instruments contained in the Lodgement Case shown below:

Certificate(s) of Title:

Volume 12548 Folio 722

Lodgement Case ID: 1297388376

Following the registration of the instruments in the Lodgement Case, do not return the eCT Control to the nominating Subscriber

Signed by:

Emily Claire Coetzee

(for MSA NATIONAL)

Customer Code: 18440T

Dated: 15 January 2025

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 02 April 2025 03:25 PM

PROPERTY DETAILS

Address: **9 KALAMON DRIVE WOLLERT 3750**
Lot and Plan Number: **Lot 1336 PS902476**
Standard Parcel Identifier (SPI): **1336\PS902476**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1246644**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 389 A11**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

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

[View location in VicPlan](#)

Note

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

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

Planning Zones

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

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



UGZ - Urban Growth

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

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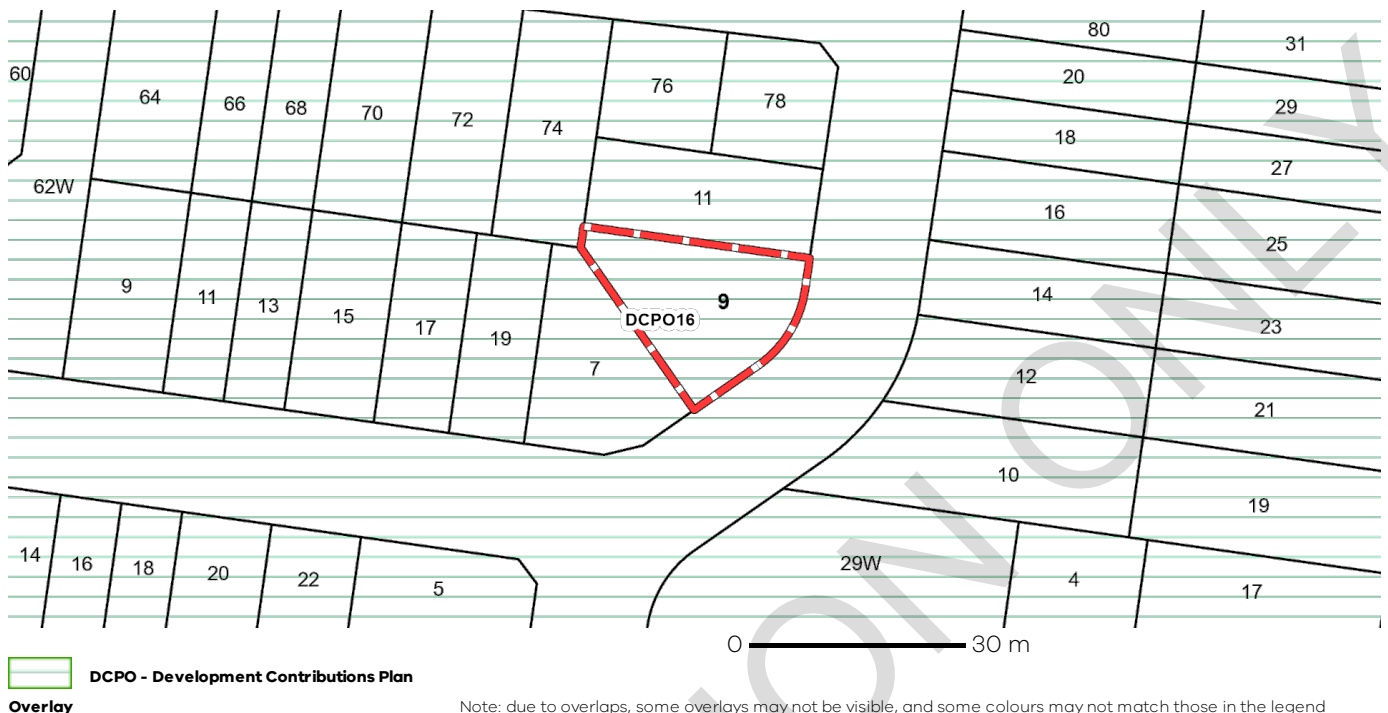
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Planning Overlay

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

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



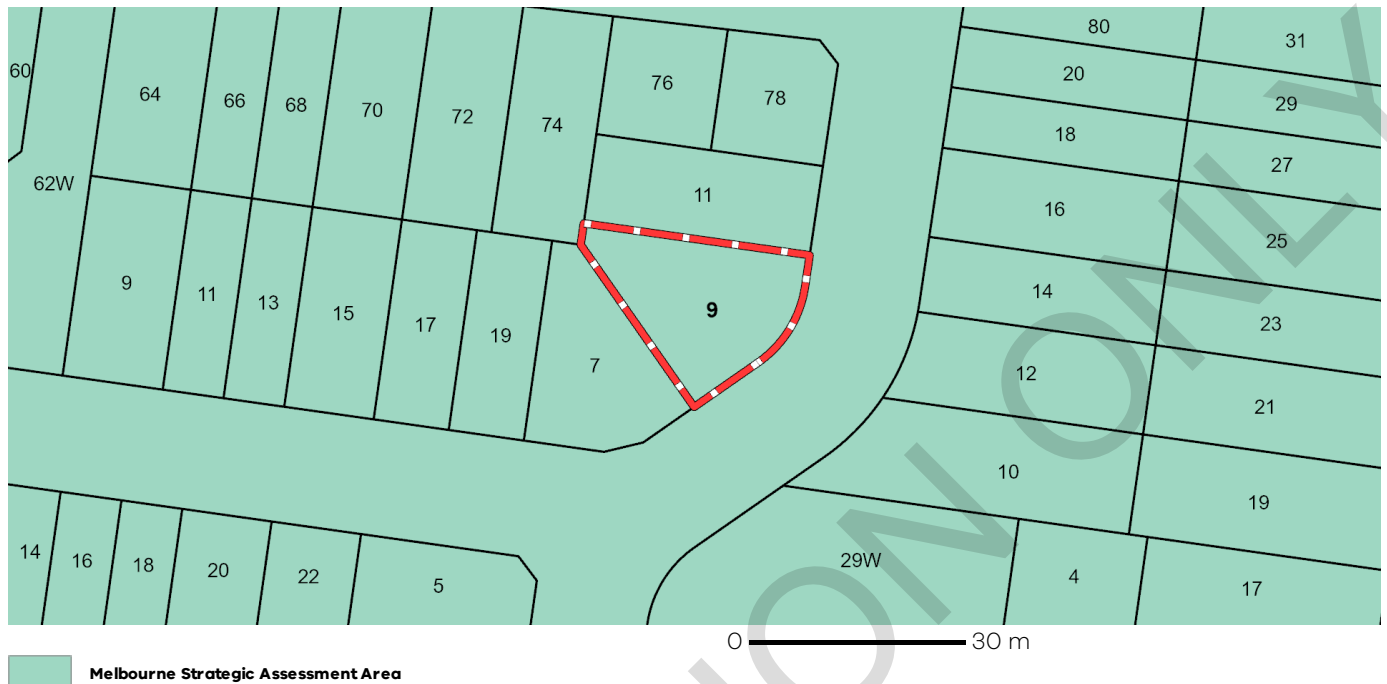
Growth Area Infrastructure Contribution

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



Melbourne Strategic Assessment

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



Further Planning Information

Planning scheme data last updated on 27 March 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>.

PROPERTY REPORT

From www.land.vic.gov.au at 02 April 2025 03:24 PM

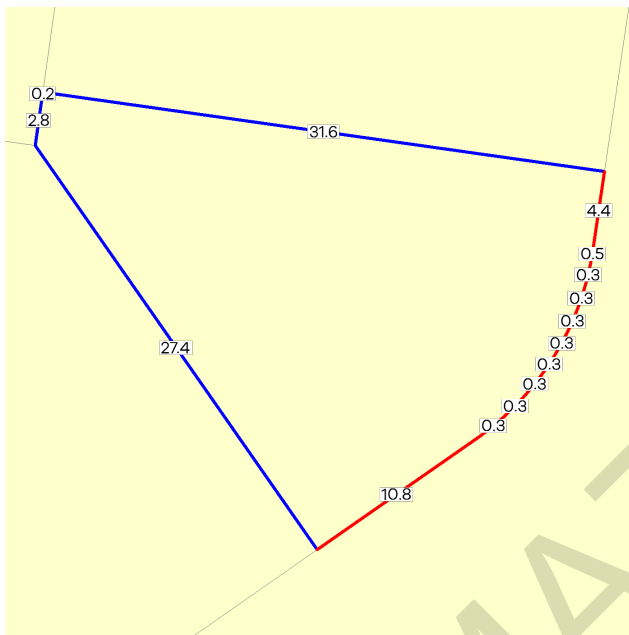
PROPERTY DETAILS

Address: **9 KALAMON DRIVE WOLLERT 3750**
Lot and Plan Number: **Lot 1336 PS902476**
Standard Parcel Identifier (SPI): **1336\PS902476**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1246644**
Directory Reference: **Melway 389 A11**

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: 458 sq. m

Perimeter: 90 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.

37 overlapping dimension labels are not being displayed

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>

PROPERTY REPORT

Area Map



Selected Property



Application Number: BLD20242744

FORM 2

Regulation 37(1)
Building Act 1993
Building Regulations 2018

BUILDING PERMIT
Building Permit No. 8750345349546 16 November 2024

Issued to

Agent of Owner **Arch Designs**
ACN / ARBN
Postal Address **Suit 10/17 Comalco Crt Thomastown** Postcode **3074**
Email **mani@archdesign.com.au**
Address for serving or giving of documents: **Suit 10/17 Comalco Crt Thomastown** Postcode **3074**
Contact Person **Mani Singh** Telephone **0423539603**

Ownership Details (if person issued with permit is not the owner)

Owner **Amandeep Verma**
ACN / ARBN
Postal Address **1 Winston St Lalor** Postcode **3075**
Email **Ronnie_doa@yahoo.com**
Contact Person **Amandeep Verma** Telephone **0411795293**

Property Details [include title details as and if applicable]

Number **09** Street/Road **Kalamon Drive** Suburb **Wollert** Postcode **3750**
Lot/s **1336** LP/PS **PS902476U** Volume **12548** Folio **722**
Crown allotment Section No Parish County
Municipal District **Whittlesea City Council**

Builder

Name **Rajvir Singh** Telephone **0432513330**
Address **70 High Park drive Wollert 3750**
ACN/ARBN: **19582164180**
Building practitioner registration no: **DB-U 72622**

This builder is specified under section 24B 4 of the **Building Act 1993** for the building work to be carried out under this permit.

Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
------	----------------	---------------------

Address: Lot 1336, 09 Kalamon Drive Wollert Vic 3750 Australia

Page 1 of 5



Rajvir Singh	DB-U	72622
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(b) Who were engaged to prepare documents forming part of the application for this permit

Name	Category/class	Registration Number
Harmanjot Singh	DB-U	72782
Jeannyfer Pangestu	PE	0003418

Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is:	Insurance policy number	Insurance policy date	Insurance policy cover
Vmia	C925803	07/11/2024	\$430,000.00

Name of the Builder on insurance document	Rajvir Singh
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Details of Relevant Planning Permit

Planning Permit No: **N/A**

Date of grant of Planning Permit: **N/A**

Nature of Building Work

Description: **Construction of a Single Storey Dwelling**

Does the building work relate to a small second dwelling? **No**

Storeys contains: **1**

Rise in storeys: **N/A**

Effective height: **N/A**

Type of construction: **N/A**

Version of BCA applicable to permit: **2022 Vol 2**

Cost of Building Work: **\$430,000.00**

Total floor area of new building work in m²: **198**

Building classification

Part of Building: **Dwelling**

BCA Classification: **1a(i)**

Part of Building: **Garage**

BCA Classification: **10a**

Prescribed Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported on Or Consented To	Regulation no
Whittlesea City Council	Legal point of discharge	133(2) Building Regulations 2018

Protection Work

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

Inspection Requirements

The mandatory inspection notification stages are:

1. Pre-Slab: before placing a footing
2. Steel: before pouring a footing or in situ reinforced concrete member
3. Frame: on completion of the framework
4. Final: on completion of all building work

Notification of Inspections

Please provide a minimum of 24 hours notification for inspection requests. Requests can be emailed to

info@jjntsurveyors.com.au or contact us 03 70475605

Occupation or User of Building: An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 16 November 2025

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 16 November 2026

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Relevant Building Surveyor

Name: **Chaminda Janaka** Gamage

Address: **Suite 7/9 Ormond Boulevard, Bundoora VIC 3083**

Email: **janaka@jjntsurveyors.com.au**

Building practitioner registration no.: **BS-L 64981**

Municipal district: **Whittlesea City Council**

Permit no.: **8750345349546**

Date of issue of permit: **16 November 2024**



Building Permit No 8750345349546

BUILDING PERMIT CONDITIONS

This building permit has been issued subject to compliance with all of the following conditions.

- The building work must be carried out in accordance with the building permit, endorsed plans, specifications, other documents and/or suitable equivalent to the satisfaction of the building inspector and/or the relevant building surveyor
- The dwelling is required to comply with the 6 star energy report. A letter is required at occupancy permit stage stating that all aspects the 6 star report have been complied with throughout.
- There must be no unauthorised encroachment of any part of the building work beyond the title boundary of the property.
- Owner or Applicant must report cost increases(from initial estimate) of more than \$15,625 to the VBA within 28 days of becoming aware of the increase.
- The owner(s) is/are responsible for obtaining any planning approvals for the building work and complying with their obligations under property law, including complying with any covenants, encumbrances or a section 173 of the Planning and Environment Act 1987 agreement on title.
- The following information must be displayed on the allotment in a conspicuous position accessible to the public prior to the commencement of building work, for the duration of the building work;
 - (1) Building Permit Number & Date of issue
 - (2) Registration Number & contact details of the Builder & the Relevant Building Surveyor.
- The person in charge of carrying out the building work must notify the relevant building surveyor without delay after the completion of each mandatory notification stage (refer to the building permit)
- No building work may continue until the mandatory inspection is undertaken and approved.
- If an inspection is required prior to placing a footing, it applies to all footings applicable to the construction, and relates to the foundation material once excavated, but before a footing is placed. For example, if a dwelling is built with a slab for the dwelling, strip footings for the garage, and pad footings for a verandah, all of these are separate footings, however, can be undertaken at the same time. The foundation of all footings needs to be inspected once excavated to ensure correct sizes, positions, soil conditions etc... BEFORE a footing is placed. This may be required to be done before an inspection relating to the reinforcement within a concrete member occurs, as the foundation material needs to be sighted by the inspector (e.g. a slab on ground will have a membrane covering the soil, and therefore needs to be inspected before the membrane is placed, ensuring the soil can be viewed).
- If an inspection is required prior to pouring an in situ concrete member, this relates to the steel reinforcement within concrete members poured on site, and must be inspected prior to pouring the concrete. For example, this may be steel within the slab, steel within strip footings, steel within retaining walls, steel within basement walls, steel within pool construction, steel within bored piers, or any other steel reinforcement member which is available for inspection on site before pouring the concrete.
- In an inspection is required on completion of the framework, all elements of the framework must be made available for the inspection. For example, no cladding should be installed obstructing the inspection, and if the sub-floor is construction of framework, any flooring, plinth boards, decking boards or the like should not be installed until the sub-floor is inspected and approved. If necessary, provisions (such as an additional inspection) must be made prior to any work continuing.
- If a mandatory inspection is not approved, or approved subject to rectifications, no further building work may be undertaken until all rectifications and directions have been complied with. A re-inspection is required to be undertaken prior any further building work commencing and a fee of \$200

+ GST per additional inspection is applicable.

- If any termite protection is required by this permit, a durable notice is to be installed in accordance with clause 3.1.3.2(b) of the BCA. If the use of chemicals is involved in the termite management system, certificate/s edifying that the supplied treatment complies with AS3660.1 are also required to be provided upon completion of the building work.
- Its owners/Builder responsibility to demarcate the boundary.
- Before any earthworks are undertaken, contact Dial Before You Dig on 1100.
- Prior to frame inspection, submit a copy of truss layout, computations and certification from manufacturer to this office.
- Prior to steel frame inspection booking, submit a copy of chemical analysis test report and Tensile test report as per AS1397-2011 from NATA accredited laboratory.
- Temporary fence must be provided where necessary to protect the public from injury or access to the building site. A permit may be required from the local authority for Asset Protection prior to commencing building work.
- Property is in termite Prone area, construction must comply with AS3660;2014
- Its Builder responsibility to provide visual evidence to Building Surveyor to ensure the integrity of the membrane use in wet area are compliance, A visual inspection shall be conducted prior to installations of any overlaying finish in Wet area.

Note 1: Under regulation 42, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 day after any change in the name or address of the owner or of the building surveyor carrying out the building work.

Note 2: Under regulation 41, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

Note 3: Include building practitioners with continuing involvement in the building work.

Note 4: Include building practitioners with no further involvement in the building work.

Note 5: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.

Domestic Building Insurance

Certificate of Insurance

Amandeep Verma**1 Winston St
LALOR
VIC 3075**

Policy Number:

C925803

Policy Inception Date:

07/11/2024

Builder Account Number:

464097

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

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**At the property: **9 Kalamon Dr WOLLERT VIC 3750 Australia**Carried out by the builder: **RAJVIR SINGH**Builder ABN: **19582164180**

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

For the building owner(s): **Amandeep Verma**Pursuant to a domestic building contract dated: **30/04/2024**For the contract price of: **\$ 430,000.00**Type of Cover: **Cover is only provided if RAJVIR SINGH has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

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

IMPORTANT

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

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



Scan the QR code with your phone's camera to check the details on this policy are correct.

Alternatively, visit <https://www.buildvic.vic.gov.au/ClaimsPortal/s/verify-certificate> and enter your policy number to check the details on this policy are correct.

Period of Cover

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

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

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

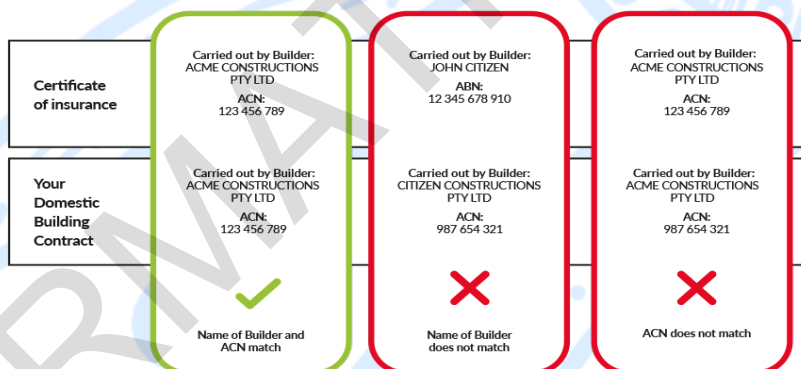
Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$5,033.00
GST:	\$503.30
Stamp Duty:	\$498.27
Total:	\$6,034.57

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

Below are some examples of what to look for



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PROJECT ADDRESS:

LOT 1336

KALAMON DRIVE
WOLLERT

GENERAL

01. THESE DRAWINGS MUST BE READ IN CONJUNCTION WITH ALL ARCHITECTURAL AND OTHER CONSULTANT'S DRAWINGS AND SPECIFICATIONS, AND WITH SUCH OTHER WRITTEN INSTRUCTIONS AS MAY BE ISSUED DURING THE COURSE OF THE CONTRACT.

02. ANY DISCREPANCY IN THE DOCUMENTATION SHALL BE REFERRED TO THE ENGINEER FOR WRITTEN INSTRUCTION PRIOR TO COMMENCING WORKS.

03. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CURRENT AUSTRALIAN STANDARDS AND OF ALL RELEVANT AUTHORITIES, EXCEPT WHERE VARYED BY THE PROJECT DOCUMENTATION.

04. ALL DIMENSIONS ARE TO BE OBTAINED FROM THE ARCHITECT'S DRAWINGS AND VERIFIED ON SITE. ENGINEER'S DRAWINGS MUST BE IN CONFORMANCE WITH THE CURRENT AUSTRALIAN STANDARDS.

05. THE CONTRACTOR'S RESPONSIBILITY FOR MAINTAINING THE STRUCTURE IN A STABLE CONDITION AND ENSURING NO PART OF THE STRUCTURE IS OVERSTRESSED UNDER CONSTRUCTION ACTIVITIES, AS6400 AND THE REQUIREMENTS OF ALL RELEVANT AUTHORITIES ARE TO BE COMPLIED WITH.

06. THE DESIGN/DRAWINGS ARE PART OF THE BUILDING CONTRACT ENTERED INTO BY THE CLIENT. ANY SUBSTITUTION WILL VOID THE DESIGN/DRAWINGS AND THE CONTRACTOR WILL BE RESPONSIBLE FOR SUBSTITUTIONS CAN ONLY BE GIVEN BY THE SUPERINTENDENT AND ONLY THEN SUBJECT TO RE-CERTIFICATION.

07. ANY DEFECT OR DEVIATION FROM THE CONTRACT DOCUMENTS THAT REQUIRES ASSESSMENT AND DETERMINATION OF CORRECTIVE MEASURES BY THE ENGINEER SHALL BE UNDERTAKEN AT THE CONTRACTOR'S EXPENSE.

08. WATERPROOFING TO ARCHITECT'S DETAILS.

09. REFERENCE FOR USE OR INSTALLATION OF ANY MATERIALS ON THESE PLANS IS OUTSIDE THE SCOPE OF CERTIFICATION OF THE PLANS.

10. THE APPLIED LIVE LOADS FOR WHICH VARIOUS STRUCTURAL ELEMENTS HAVE BEEN DESIGNED ARE AS FOLLOWS:

AREA	LIVE LOAD
FLOOR	15 KPA
GARAGE	2.5 KPA
ROOF	0.25 KPA
BALCONY	2.0 KPA

SLAB PROTECTION FROM TREES

SP1. IF SITE CLASSIFIED AS M, H1, H2, E OR P, ALL TREES PROPOSED AND EXISTING WITHIN 90m OF THEIR ASSIGNED MAJORITY TREE DRIP-LINE ARE TO BE SEPARATED FROM THE FOOTINGS BY THE MEANS OF THE ROOT BARRIER AS PER AS2870.

SP2. UNO FOR ALL PROPOSED AND RECENTLY PLANTED TREES REGARDLESS OF ON SITE OR MAJORITY STRIP OR ADJOINING PROPERTY PROVIDE PROPOSED ROOT BARRIER DETAIL AWAY FROM SLAB WITHIN SITE. USE ANGLE OF REPOSE DETAIL IF SLAB AFFECTED BY WORKS. MIN DEPTH OF BARRIER 250mm. DO NOT CUT ROOTS WITHOUT APPROVAL BY OTHERS.

SP3. ALL EXISTING TREES - REFER TO NOTES ON THESE PLANS REPORT ANY DISCREPANCY PRIOR TO WORK COMMENCE.

					IF THESE DRAWINGS MARKED AS PRELIMINARY THEY ARE NOT TO BE USED FOR TENDERING OR CONSTRUCTION PURPOSES.
A	CONSTRUCTION ISSUE	28/10/2024	A/S		
Rev.	Remark/Comment	Date:	Des:		

STRUCTURAL STEELWORK

[illegible]

MASONRY

11. ALL MASONRY AND ITS TESTING SHALL COMPLY WITH THE CURRENT ASTM 900.
12. THE CHARACTERISTICS UNCONFINED COMPRESSIVE STRENGTH SHALL BE 4500 PSI FOR BRICKS AND 1500 PSI FOR BLOCKS.
13. UNLESS NOTED OTHERWISE.
14. THE PROP. OF CEMENT : LIME : SAND IN THE MORTAR SHALL BE 1:1/2:3 FOR LOAD BEARING WALLS AND 1:1/4 FOR INFILL WALLS.
15. SLOTS SHALL BE PROVIDED TO THE BASE OF ALL VOIDED AREAS TO BE CONCRETE FILLED TO ENABLE COMPLETE THROUGH REMOVAL AND CLEANING OUT OF MORTAR FINS AND DROPPINGS.
16. THE BOND BEAMS SHALL BE PROVIDED OVER ALL OPENINGS AND TO THE TOPS OF ALL BLOCKWORK WALLS.
17. THE GROUT TO BOND BEAMS, CORNERS AND LATHES SHALL BE 20mpa MINIMUM, 7mm COARSE AGGREGATE PLACED AND 30mm SMOOTH SLEETED TO 10mm MAXIMUM SIZE.
18. ALL REINFORCING STEEL SHALL BE PROVIDED AT 600mm MAX HORIZONTALLY AND 400mm MAXIMUM VERTICALLY UNLESS OTHERWISE NOTED.
19. ALL MASONRY IS TO BE KEPT TO SUPPORTING STRUCTURAL FRAMING WITH M16/33 ANCHORS AT 600mm CENTERS VERTICALLY AND 600mm MAXIMUM CENTERS HORIZONTALLY UNLESS NOTED OTHERWISE.
20. ALL INLETS TO EXTERNAL WALLS SHALL BE HOT DIP GALVANIZED.
21. NEEDING TO PROVIDE TEMPORARY SUPPORT TO OPENINGS AND SUPPORTED STRUCTURE SHALL BE DESIGNED BY A SUITABLY QUALIFIED REGISTERED BUILDING PRACTITIONER TO BE ADEQUATE FOR ALL LOAD CONDITIONS.
22. WHERE R.C. BEAMS OR STEEL BEAMS ARE ON BLOCKWORK, 23mm MIN REBAR IS REQUIRED.
23. WHERE SLAB BEAMS ON MASONRY, USE TWO LAYERS OF M12/10 OR EQUIVALENT, MINIMUM 200mm BEARING.
24. PROVIDE ARTICULATION (OR EXPANSION) JOINTS AS PER RELEVANT STANDARDS (IF ARTICULATION JOINT PLAN NOT SHOWN ON THESE DRAWINGS).

CONCRETE

ELEMENT	STRENGTH (f _c)	SPRINKLED AND FORCED AND EXPOSED	NO FPM WORK
SLABS	32 MPa	20 mm	65 mm
BEAMS	32 MPa	25 mm	65 mm
COLUMNS AND WALLS	40 MPa	40 mm	15 mm
FOOTINGS	25 MPa	50 mm	75 mm
		55 mm	

ELEMENT	STRENGTH (fc')	FORMED AND SHIELDED	FORMED AND EXPOSED	NO FORM WORK
SLABS	32 MPa	20 mm	30 mm	65 mm
BEAMS	32 MPa	25 mm	40 mm	65 mm
COLUMNS AND WALLS	40 MPa	40 mm	50 mm	75 mm
FOOTINGS	25 MPa		65 mm	75 mm

[illegible]

ARX

CONSULTING ENGINEERS

Committed to excellence

Unit A 664 Chapel Street,
South Yarra, VIC 3141.
A.C.N. 151 757 603

Ph: (03) 8361 7172

info@arxconsulting.com.au

Address: LOT 20

Client: ARCO

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TIMBER

11. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE SPECIFICATION, AS 6864, AS1720, THE VICTORIAN TIMBER FRAMING MANUAL, AND B.C.A.
12. ALL TIMBER STRESS GRADES NOMINATED SHALL BE IN ACCORDANCE WITH THE RELEVANT CODES AND MEANS THE STRUCTURAL QUALITY OF A TIMBER SECTION (REFER TO AS 1720).
13. ALL TIMBER SHALL BE DRY, I.E. LESS THAN 15% MOISTURE CONTENT AT THE TIME OF CONSTRUCTION AND SHALL BE PROTECTED AS REQUIRED.
14. ALL LUTES/BEAMS/GIRDERS & HIP TRUSSES TO BE SUPPORTED ON DOUBLE STUDS, UNLESS OTHERWISE NOTED.
15. BEAMS/STUDS WITH MORE THAN 1 MEMBER TO BE NAIL/BOLT LAMINATED TOGETHER IN ACCORDANCE WITH AS 6864.
16. ALL EXPOSED/EXTERNAL TIMBER TO BE TREATED IN ACCORDANCE WITH RELEVANT REQUIREMENTS.
17. ALL TOP PLATES ON MASONRY WALLS TO BE TIED DOWN WITH HOOK-ARMED STRAPS, AT 1200mm CENTRES SECURED INTO FOOTINGS OR EMBEDDED 75mm INTO A MASONRY BED JOINT AT LEAST 1200mm BELOW THE TOP OF THE WALL.
18. TIMBER FRAMING ADJUTING STEELWORK, MASONRY OR CONCRETE TO BE FIXED AT 300mm C/S WITH H2 HYDRAULICS.
19. HOOK-ARM BRACING TO BE 30mm x 120mm GALVANIZED STRAP (ELEVATED FOOT, LOOPED AND TRIPLE NAILED AT ENDS SECURED TO EACH INTERMEDIATE MEMBER WITH 30mm x 2.0mm GALVANIZED CLOUTS).
20. INST. SOLID BLOCKING (450 WIDE x 2-5 DEEP) NAIL TO JOIST/RAFTER (D-DEEP x JOIST/RAFTER) AT 800 MAX. C/S.
21. ALL TIMBER FRAMING & BRACING NOT BEING TIED DOWN TO COMPLY WITH AS 6864, TIMBER FRAMING MANUAL.
22. ALL INTERNAL WALLS TO BE NON-LOAD BEARING (TYPICAL) UNLESS HATCHED OTHERWISE ON PLANS.

MOISTURE CONDITIONING NOTES

MCT IN AREA AFFECTED BY EXISTING STRUCTURES, SLAB/STRESS/RECENTLY REMOVED, STRUCTURES RESULTING IN
 ABNORMAL MOISTURE CONDITIONING OF EXISTING SUB GRADE:
 - EXISTING SUB GRADE TO BE EXCAVATED TO 400mm MAX DEPTH AND MOISTURE CONDITIONED TO THE SATISFACTION OF
 GEOTECHNICAL ENGINEER.
 - SHOULD FURTHER CONDITIONING BE REQUIRED THAN FURTHER SUB GRADE, EXCAVATION IS TO BE CONDUCTED 400mm MAX
 WITH INTERVALS UP TO A MAXIMUM DEPTH OF 2300mm.

FOUNDATION

MEMBER	ALLOWABLE BEARING
SLAB RBS-RAFT	100 kPa
SLAB RBS-WAFFLE	50 kPa
STRIP/PAO FOOTINGS	100 kPa
BORED PIERS	250 kPa END BEARING

F1. FOUNDATION MATERIAL TO BE APPROVED BEFORE POURING CONCRETE FOR A SAFE BEARING CAPACITY OF:

F2. ALL FOUNDATIONS ARE TO BE FREE OF WATER AND LOOSE OR DISINTEGRATING MATERIAL PRIOR TO PLACING CONCRETE. F3. STRIP FOOTINGS ARE TO BE FOUNDED 150mm MINIMUM INTO FIRM UNDISTURBED NATURAL MATERIAL, AND A MINIMUM OF 800mm BELOW FINISHED SURFACE LEVEL, UNLESS OTHERWISE NOTED.

F4. BORED PILES AND PILES ARE TO BE CONSTRUCTED TO WITHIN 75mm OF THE DESIGNATED PILE LOCATION AND SHALL WITHIN 0.5% OF TRUE VERTICALITY. THE CONTRACTOR SHALL ALLOW FOR AND PROVIDE TEMPORARY LINTERS AS NECESSARY TO PROTECT THE EXCAVATION FROM COLLAPSE.

F5. CONTRACTOR SHALL NOTIFY THE PROJECT BUILDING SUPERVISOR TO INSPECT ALL EXCAVATIONS PRIOR TO POURING.

SUB-BASE PREPARATION FOR SLABS ON GROUND

SUB-BASE PREPARATION FOR SLABS ON GROUND

P1. CLEAR AREA 10' DIA. UNDER STAB AND TYPE SUB. CONTAINING ROCKS AND FILL. PLACE 100MM MIN. THICK LAYER OF 100MM DIA. STAB WHERE REQUIRED. THE STAB SHALL BE 100MM DIA. AND 100MM THICK. THE STAB SHALL BE IMPORTED FROM A QUALIFIED SOURCE. THE STAB SHALL BE COMPACTED IN 200MM MAX. LAYERS TO 95% OF THE NOTIFIED MAX. DRY DENSITY TESTED IN ACCORDANCE WITH AS 1289.

P2. THE UPPER LAYER OF THE SUB-BASE SHALL BE NEEDED 85% TO 100% OF OPTIMUM MOISTURE CONTENT AND TO BE PROPERLY COMPACTED TO 95% W.M.D. (MODIFIED MAX. DRY DENSITY).

P3. A 500MM MIN. BASE COURSE OF PACKING SAND SHALL BE SPREAD OVER THE SUB-BASE AND TO BE THOROUGHLY ROLLED AND COMPACTED TO A SMOOTH LEVEL SURFACE. THE SAND SHALL BE MOISTENED PRIOR TO THE PLACEMENT OF A 20MM POLYTHENE MEMBRANE (3000MM WIDE SHEETS LAPPED 150mm AND JOINED WITH 75mm WIDE PRESSURE SENSITIVE TAPE. THE TAPE SHALL BE Laid UNDER ALL SLABS AND VALLES IN CONTACT WITH THE GROUND).

P4. THE TOTAL FILL UNDER SLAB PANELS MUST NOT EXCEED 600mm FOR RAFT Laid AND MUST BE SAND FILL. - NO GRAVEL. MIN 7 COUNTS IN 300mm AS PER AS1289, METHOD 6.3.3) AND 300mm FOR WAFLE. I.E. THE SUM OF EXISTING FILL PLUS ANY FILL BEING PLACED TOGETHER MUST NOT EXCEED THE DEPTH MENTIONED.

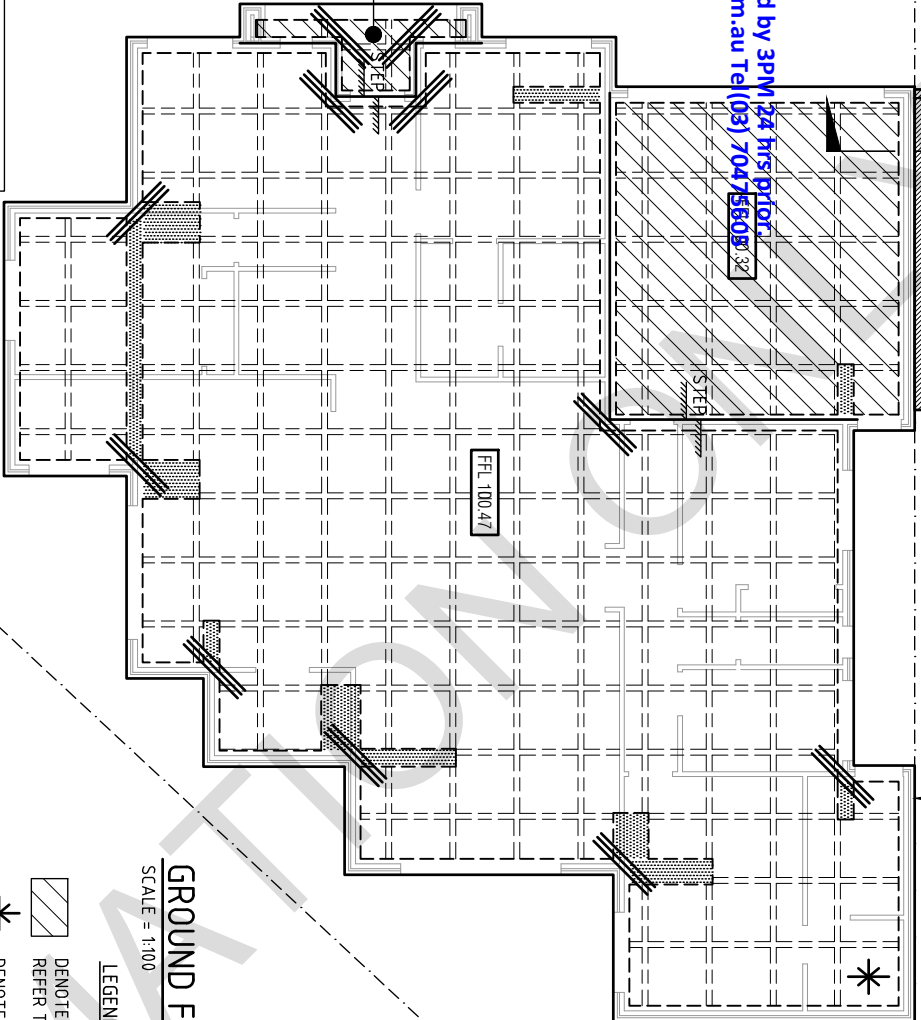
WAFFLE CONSTRUCTION NOTES

W1. MINIMUM OF 100mm OF TOP SOIL IS TO BE GRADED AND ROOTS REMOVED FROM THE BUILDING AREA.
W2. CUT SITE AS PER ARCHITECTURAL PLANS.
W3. WHERE DEPTH OF EXISTING FILL REMAINING IS MORE THAN 50mm, SCRAPE FILL UNTIL MAX 50mm OF FILL REMAINS.
W4. COMPACT THIS FILL IN ACCORDANCE WITH AS2870 SECTION 9.4, THEN COMPACT ANY ADDITIONAL FILL IN ACCORDANCE WITH STEP 15.
W5. IF DEPTH OF EXISTING FILL REMAINING IS LESS THAN 50mm THICK, COMPACT THIS FILL IN ACCORDANCE WITH STEP W6.
W6. ANY FILL PLACED AS PART OF CUT/FILL/LEVEL OPERATIONS SHALL BE COMPACTED AT OPTIMUM MOISTURE CONTENT 150mm MAXIMUM LAYERS BY REPEATED ROLLING WITH AN EXCAVATOR IN ORTHOGONAL DIRECTIONS WITHIN THE PROPOSED SITE UNDER EARTH FILL MUST BE CONTROLLED FILL COMPACTED BY MECHANICAL ROLLER AND NOT ROLLED BY TILL AND SITE UNDER 6000mm ASST THE WASTE DUMP. TOTAL FILL DEPTH MUST NOT TO EXCEED 300mm (GREEN TO AS2870-2017).
W7. IF TOTAL FILL EXCEEDS 300mm OR THE FILL IS NOT COMPACTED AS PER THE ABOVE SPECIFICATIONS, CONTACT THIS OFFICE FOR FURTHER ADVICE AS SLABAS WOULD NEED RE-DESIGN (PENS).
W8. IF FURTHER SITE LEVELING IS REQUIRED PLEASE DUMP A LAYER OF QUARRY PRODUCT OVER THE BUILDING AREA (WHICH SHALL EXTEND AT LEAST 10m OUTSIDE THE BUILDING LINE) AS PER AS1686.

M6. LAY WASTE PIPES BELOW GROUND.
M7. PREPARE WAFFLE RAFT IN ACCORDANCE WITH THE FOOTING PLAN AND DETAILS. PLACE WAFFLE POOS (START AS SHOWN ON PLAN).
M8. PLACE REINFORCEMENT, POUR CONCRETE.
M9. PROVIDE TYPICAL SLAB APRON, REEFER DETAILS AND B.C.A.
M10. EXTERNAL & LOADEARING RIBS WIDER THAN 300mm SHALL BE REINFORCED WITH AN ADDITIONAL N12 BAR TOP & BOTTOM FOR EVERY 100mm IN ADDITIONAL WIDTH (17Y).





DESIGN	Approved:	J.P	Drawn:	A.S
	Drawing size:	A3	Scale:	AS NOTED
	Job Number	260740	Sheet No:	1 of 9
			Revision	A

03) 70475605.32



SCALE = 1:100

LEGEND:

-  DENOTES WAFFLE POD SETDOWN.
 REFER TO ARCHITECTS SPECIFICATIONS
 DENOTES STARTING POINT OF WAFFLE BOXES.
 DENOTES 2000 LONG 3-IN2 CRACK CONTROL BARS
 DENOTES EXTERNAL/L'DBEARING RIB EXTENSION

DENOTES EXTERNAL/L'DBEARING RIB EXTENSION

SMALL TREES NOTE: IMMATURE TREES MIGHT BE NOTED ON THE SOIL REPORT THAT AFFECT/WILL AFFECT THE FOUNDING SOIL WITH FUTURE GROWTH AND NEED TO BE ALLEVATED FOR. IN ADDITION, AWARENESS MIGHT NOT BE PAISED IN THE SOIL REPORT OR THERE COULD BE SOME TREES PROPOSED TO BE PLANTED AS PART OF THE LANDSCAPE DESIGN DUE TO THE UNKNOWN TREE GROWTH, ROOT GEOMETRY, TREE SPECIES ETC.A DETAILED DESIGN TO ALLOW FOR SUCH SCENARIOS IS BEYOND CURRENT KNOWLEDGE AND ONLY GUIDES ARE AVAILABLE FROM THE AUSTRALIAN STANDARDS. THE OWNER'S MUST ACCEPT POSSIBLE SLAB SERVICEABILITY SHORTFALLS IF THE SITE IS NOT MAINTAINED IN THE CONDITION FOUND AT SLAB CONSTRUCTION TIME, AS PER THE APPENDIX B IN THE AS2870. IT IS NEITHER PRACTICAL NOR ECONOMICALLY TO DESIGN FOR THE EXTREME CONDITIONS THAT COULD OCCUR IN THE FOUNDATION, IF THE SITE IS NOT PROPERLY MAINTAINED. THE MAINTENANCE INCLUDES TREES ON SITE AND AROUND THE SITE.

IF MORE THAN 300mm OF ROLLED/CONTROLLED FILL
ENCOUNTERED UNDER WAFFLE PODS CONTACT THIS OFFICE
AS RE-DESIGN/BORED PIERS IS REQUIRED.
**FILL UNDER EDGE BEAMS MUST BE CONTROLLED OR BEAMS
DEEPENED TO BE FOUND BENEATH THE FILL. TYPICAL**
RIB SHOWN ON PIERS DOES NOT NEED DEEPENING.

WAFFLE SLAB SCHEDULE

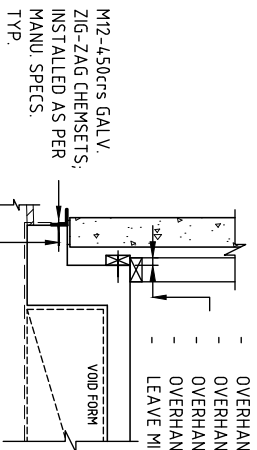
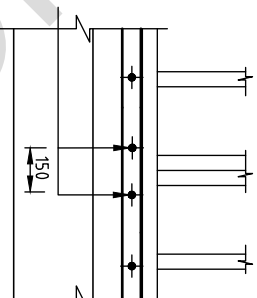
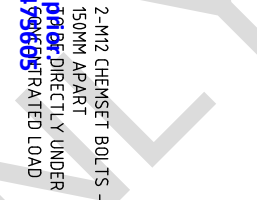
<u>SLAB SIZES</u>	
OVERALL SLAB DEPTH	385 mm
WAFFLE PODS HEIGHT	300 mm
SLAB THICKNESS	85 mm
INTERNAL RIB WIDTH	110 mm
EXTERNAL RIB WIDTH	300 mm
L'DECLARING RIB WIDTH	300 mm
STEM WIDTH	150 mm
<u>SLAB REINFORCEMENT</u>	
<u>TOP</u>	
SLAB FABRIC	SL92
<u>BOTTOM</u>	
INTERNAL RIB	1-N16
EXTERNAL RIB	3-N16 OR 2x3-L11TM
L'DECLARING RIB	3-N16 OR 2x3-L11TM
	U.N.O.
	U.N.O.
	U.N.O.
PROVIDE 0.2mm POLYETHYLENE MEMBRANE (LAPPED 200 MM. AND TAPED AT JOINTS) ON 50mm COMPACTED QUARRY PRODUCT TYPICAL	
CONCRETE STRENGTH = 20 MPa AT 28 DAYS.	
SLUMP = 80mm	

REFER TO RECOMMENDATIONS & SITE
INVESTIGATIONS DONE BY:
COMPANY: GEOD
REF. No.: 7587
DATED: 9/10/2024
CLASS: 'H2'
THIS PLAN SHOULD BE READ IN
CONJUNCTION WITH THE ABOVE REPORT

THE INFORMATION REGARDING THE DEPTH & OFFSET OF ANY SEWER OR STORMWATER PIPES WAS NOT SUPPLIED TO THIS OFFICE AT THE TIME OF THIS FOOTING DESIGN. ALL PROPERTY ASSETS ARE TO BE CONFIRMED PRIOR TO ANY CONSTRUCTION WORKS. REFER TO ANGLE OF REPOST DETAILS.

[illegible]

Inspections to be booked by 3PM 24 hrs prior.
 Email: info@jintsurveyors.com.au Tel(03) 70475605



RECTIFICATION UNDER CONCENTRATED LOADS -
ON THE OVERHANGING LENGTHS, PROVIDE 2-M12 CHEMSET BOLTS
(AS SHOWN IN DETAIL - A) DIRECTLY UNDER THE CONCENTRATED LOAD FROM
- LINTELS ABOVE OPENINGS MORE THAN 2.1m WIDE
- ALL GIRDER TRUSSES
(NOTE - CONCENTRATED LOADS FROM LINTELS NOT SPECIFIED ABOVE DO NOT
NEED ADDITIONAL BOLTS)

- FRAME:
 - OVERHANG UP TO 20mm DOES NOT NEED RECTIFICATION.
 - OVERHANG UP TO 30mm: USE 90x35 F7 KD SEASONED TREATED PINE
 - OVERHANG UP TO 50mm: USE 90x45 F7 KD SEASONED TREATED PINE
 - OVERHANG ABOVE 50mm - USE HEBEL OVERHANG DETAILS.
 - LEAVE MIN 25mm CAVITY

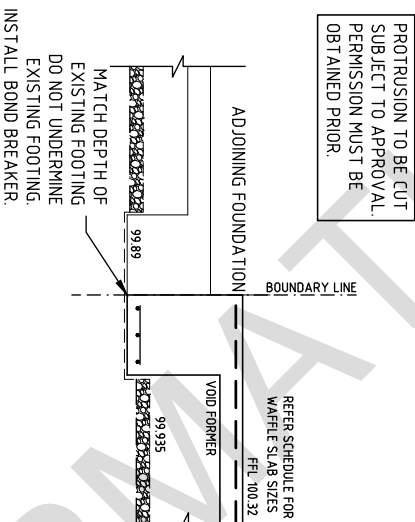
VOID FORM

FOR HEBEL AND FRAME:
 - OVERHANG UP TO 20mm DOES NOT NEED RECTIFICATION.
 - OVERHANG UP TO 50mm: USE 75x50x6 UA - LONG LEG DOWN.
 - OVERHANG UP TO 75mm: USE 100x75x6 UA - LONG LEG DOWN.
 - GRIND OFF AS NEEDED.

DETAIL APPLICABLE ONLY FOR 90mm STUD BUILT SINGLE STOREY HOUSES WITH NO CONCENTRATED LOADS ON THE OVERHANGING PART.

**TYPICAL HEBEL/F-RAME RECTIFICATION DETAIL
(CONCENTRATED LOADS)**

SCALE = NTS



SECTION

SCALENTS

$$\frac{G.01}{2}$$
[illegible]

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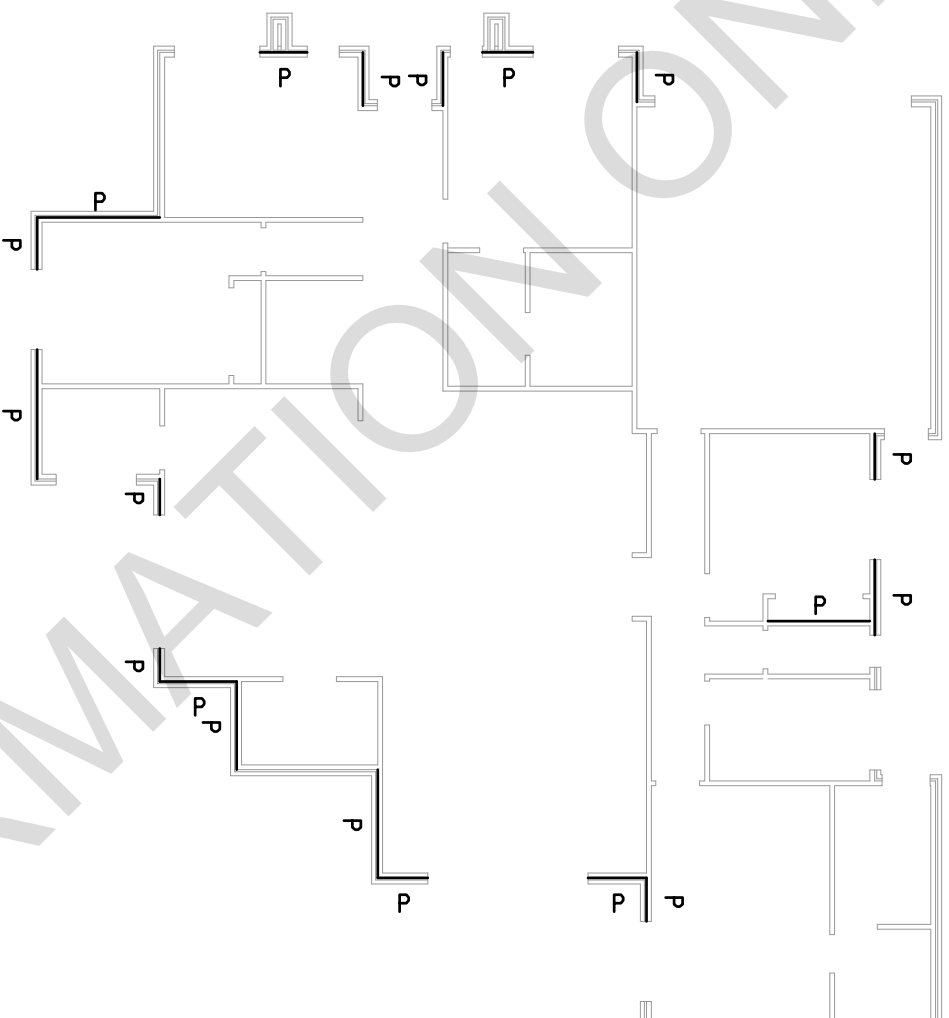
MEMBER SCHEDULE		
MARK	SECTION	COMMENTS
GL1	400x58 L VL 15	4.8 m MAX SPAN
RB1	290x45 F17 KD HW	3.9 m MAX SPAN
DS1	2 / 90x45 F17 KD HW	3 m MAX HEIGHT
UNDO: - ALL LINTELS/BEAMS HARD AGAINST THE TOP PLATE. - PROVIDE DOUBLE STUD AS SUPPORTS TO ALL BEAMS/LINTELS/GIRDER TRUSSES.		

TIMBER ROOF	
LINTEL SCHEDULE (RL)	
SPAN (mm)	SECTION
0 - 1200	140x35 F17 KD HW
1201 - 1800	240x35 F17 KD HW
1801 - 2400	240x45 F17 KD HW
2401 - 3000	2-240x45 F17 KD HW
3001 - 3600	2-300x42 L VL15

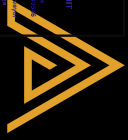
TILED ROOF-FOR MAXIMUM LOAD WIDTH OF 7.0m

[illegible]

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E: info@jjntsurveyors.com.au Tel(03) 70475605**



COVERPAGE



ARCH DESIGN
ARCHITECTURAL STUDIO

Building Permit
No. 1001234567
Expiry Date: 31/12/2024
Project No: 2024001

M: 0423 539 603
E: info@archdesign.com.au
A: Suite 10A/17 Cornalco Court/Thornstawn, VIC 3074

ADDRESS: 1011-1031 KILPATRICK DRIVE, WOLLERT
Inspections to be booked by 3PM 24 hrs prior.
E: info@archdesign.com.au

CLIENT
AMANDEEP VERMA

DRAWING DETAILS
DATE: 29/04/2024
TOTAL SHEET NO: 10

DRAWING LIST		
PAGE	DRAWING	SCALE
A000	DAL NOTES	1:1
A000	COVERPAGE	1:07 2379
A000	GENERAL NOTES (1)	1:1
A100	SITE PLAN	1:200
A101	SHADOW DIAGRAM (M)	1:200
A102	SHADOW DIAGRAM (2PM)	1:200
A103	SHADOW DIAGRAM (3PM)	1:200
A200	GROUND FLOOR PLAN	1:100
A201	ROOF PLAN	1:100
A300	ELEVATIONS	1:100
A301	ELEVATIONS	1:100
A400	SECTION & DETAILS	1:20, 1:100
A401	SECTION & DETAILS	1:20, 1:1
A402	SECTION & DETAILS	1:20, 1:1
A400	GROUND FLOOR PLAN	1:100
A400	WINDOWS & DOORS SCHEDULE	

PROPOSAL:
SINGLE STOREY DWELLING





THE DRAWINGS HAVE MET THE REQUIREMENTS OF THE NATIONAL BUILDING STANDARDS AS MENTIONED IN THE PLAN OF SUBDIVISION.

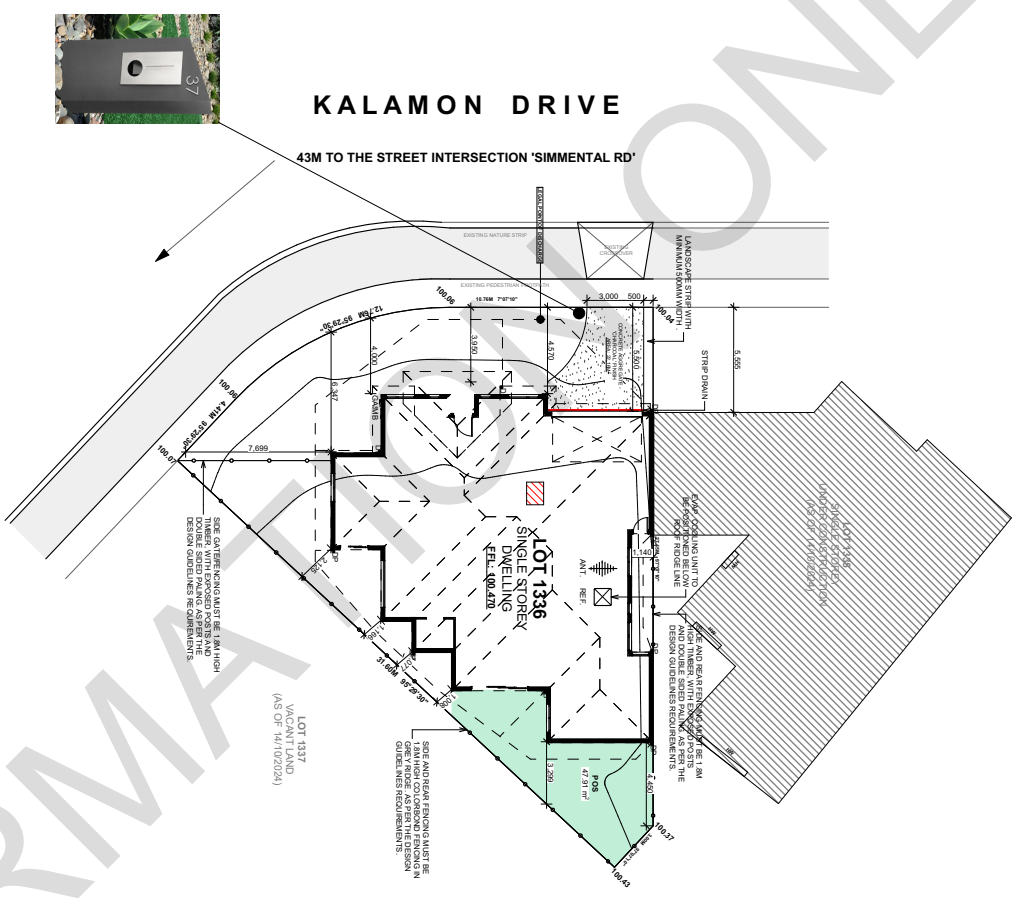
NOTE:

Inspection to be hooked by 3PM 24 hrs prior to the dwelling will be connected to the sewerage network.

THE DWELLING WILL BE CONNECTED TO THE NATIONAL BROADBAND NETWORK.

NOTE:

HEBEL WILL NOT BE RETAINING ANY SOIL.



AREA SUMMARY	
TOTAL SITE AREA	480m ²
GROUND COVER LAND	197.80m ²
GRASSLAND	38.79m ²
PORCH	6.61m ²
TOTAL:	239.50m ²
SD	29.25 SD
% SITE COVER DRAIN	62.39%
% IMPERVIOUS AREA	67.22%
% PERMEABLE AREA	42.78%

LEGEND	
	EXPOSED AGGREGATE
	COLOURED CONC. DRIVEWAY
	SWAMP COOLING UNIT
	SOLAR HOT WATER SYSTEM
	200L WATER TANK
	ANTENNA
	DOWNPIPE
	GAS METER
	ELECTRICAL METER BOX
	HOT WATER SYSTEM
	FOLD DOWN CLOTHES LINE

DWELLINGS MUST HAVE A MINIMUM RECYCLED WATER TAP TO THE LAUNDRY WHICH A WASHING MACHINE CAN CONNECT TO.

THIS TAP WILL BE LOCATED NEXT TO COLD AND HOT POTABLE WATER TAPS.

M 0423 539 659

E mail@archdesign.com.au

17 Comedo Court, Suite 6A

Thornbury VIC 3074

SITE ADDRESS

LOT 1336 KALAMON DRIVE, MOULERT

PROPOSAL

SINGLE STOREY DWELLING

AMANDEEP VERMA

SITE PLAN

28/04/2024

1:200 @ A3

M/S

DRAWING DETAILS

DRAWING NO.

A100

LEGEND: THE DRAWING OR SET OF DRAWINGS AND THE DESIGN CONTRACTORS SHALL REMAIN THE PROPERTY OF ARCH DESIGN AND CANNOT BE REPRODUCED IN ANY FORM WITHOUT WRITTEN CONSENT FROM ARCH DESIGN

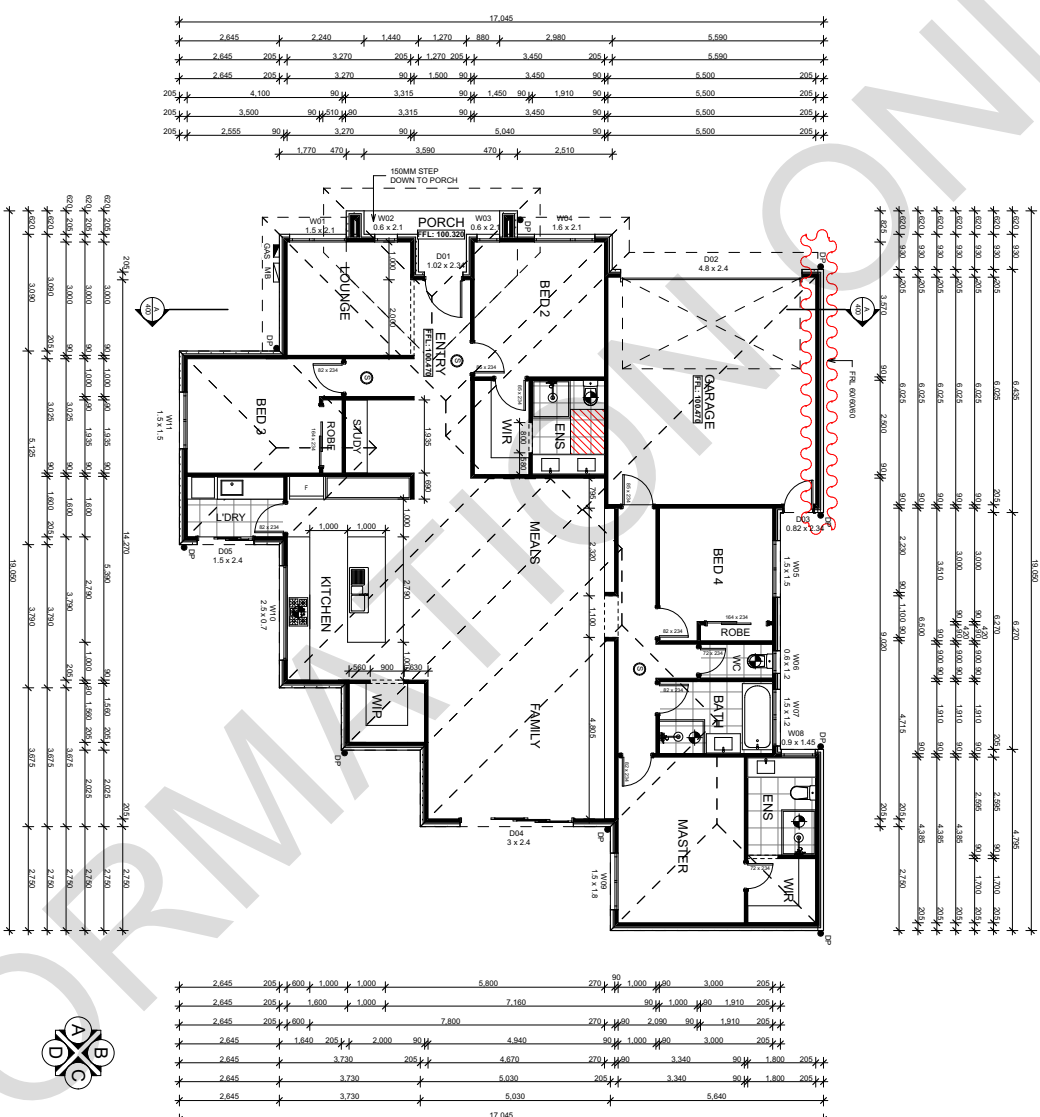
1. Access must be provide from allotment boundary or garage	
2. Door leaf must have minimum 820mm clear opening from door leaf	
3. Stairing area requirement from door (door 1200mmx1200mm) not required for ground access	
4. Absence of protrusion of step free entrance, channel drain or permeable surface (or not)	
5. Internal door and corridors, internal door clear opening of 820mm from door leaf, minimum-clear width of 1m for corridor, hallway	
6. Disabled Garage	

7. circulation space of WC shall be 900mm X 1200mm and must be clear from door swing























Info: See the info on the back cover of the book for water stop angle
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9. Wall reinforcement (12mm thick plywood and 25mm thick timber noggings

9. Wall reinforcement (12mm thick plywood and 25mm thick timber noggings)

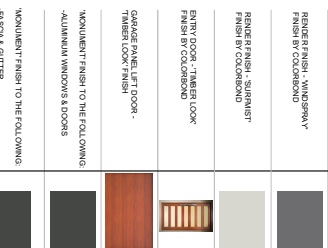


AREA SUMMARY	
TOTAL SITE AREA	459 m ²
GROUND FLOOR LIVING	197.52m ²
GARAGE	30.72m ²
PORCH	6.35m ²
TOTAL	234.95m ²
SO	25.85 SQ
% SITE COVERAGE	52.38 %
% IMPERMEABLE AREA	57.22 %
% PERMEABLE AREA	42.78 %

- 
INSTALLATION INSTRUCTIONS
 AS 700-507
- 
GAS
- 
METER BOX
 GAS METER
- 
HOT WATER SYSTEM
- 
DOWN PIPE
- 
MICROWAVE PROVISION
- 
DISHWASHER PROVISION
- 
WATER HEATER PROVISION
 (MAX. HOT WATER 150L)
- 
WATER TAP
 INTERCONNECTED SMOKE ALARM
- 
EXHAUST FAN
- 
WINDOW & DOOR SIZES
 WINDOW (BOTTOM HEIGHT 1070)
 1100 x 1600 (MAX. 1600)
- 
DOOR (BOTTOM HEIGHT 1070)
 1100 x 1600 (MAX. 1600)
- 
DOOR (BOTTOM HEIGHT 1070)
 1100 x 1600 (MAX. 1600)
- 
DOOR (BOTTOM HEIGHT 1070)
 1100 x 1600 (MAX. 1600)
- 
DOOR (BOTTOM HEIGHT 1070)
 1100 x 1600 (MAX. 1600)
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DOOR (BOTTOM HEIGHT 1070)
 1100 x 1600 (MAX. 1600)
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DOOR (BOTTOM HEIGHT 1070)
 1100 x 1600 (MAX. 1600)
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DOOR (BOTTOM HEIGHT 1070)
 1100 x 1600 (MAX. 1600)
- 
DOOR (BOTTOM HEIGHT 1070)
 1100 x 1600 (MAX. 1600)
- 
DOOR (BOTTOM HEIGHT 1070)
 1100 x 1600 (MAX. 1600)

RENDER FINISH - "SURFINIST"
FINISH BY COLORBOND

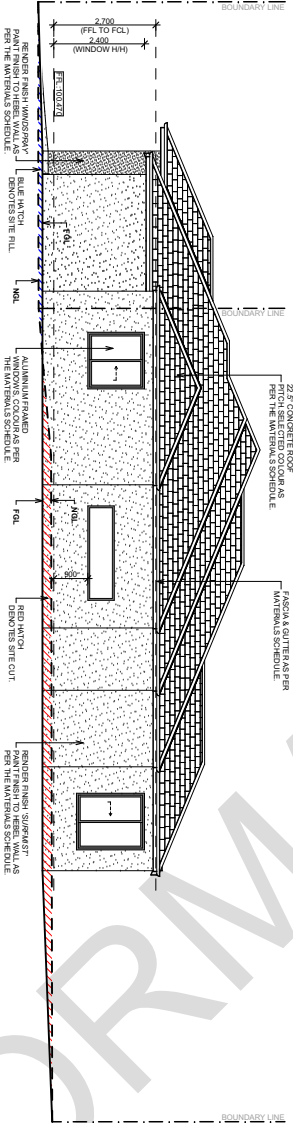
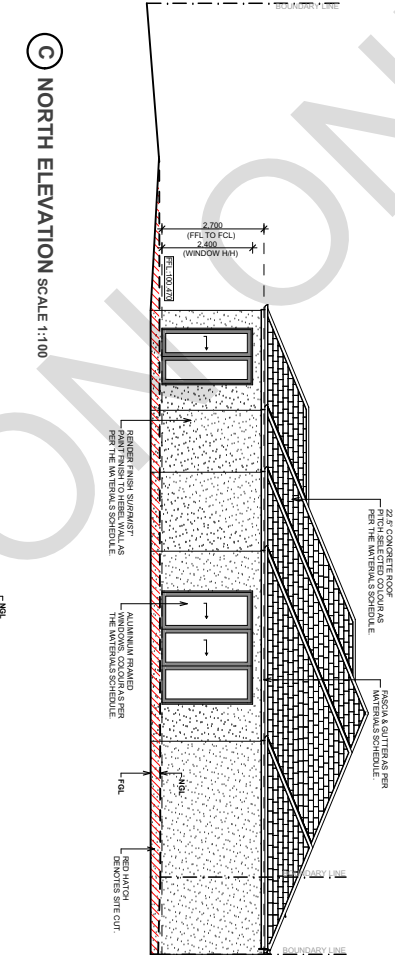
CONCRETE AGGREGATE - CHARCOAL FINISH	
--------------------------------------	---



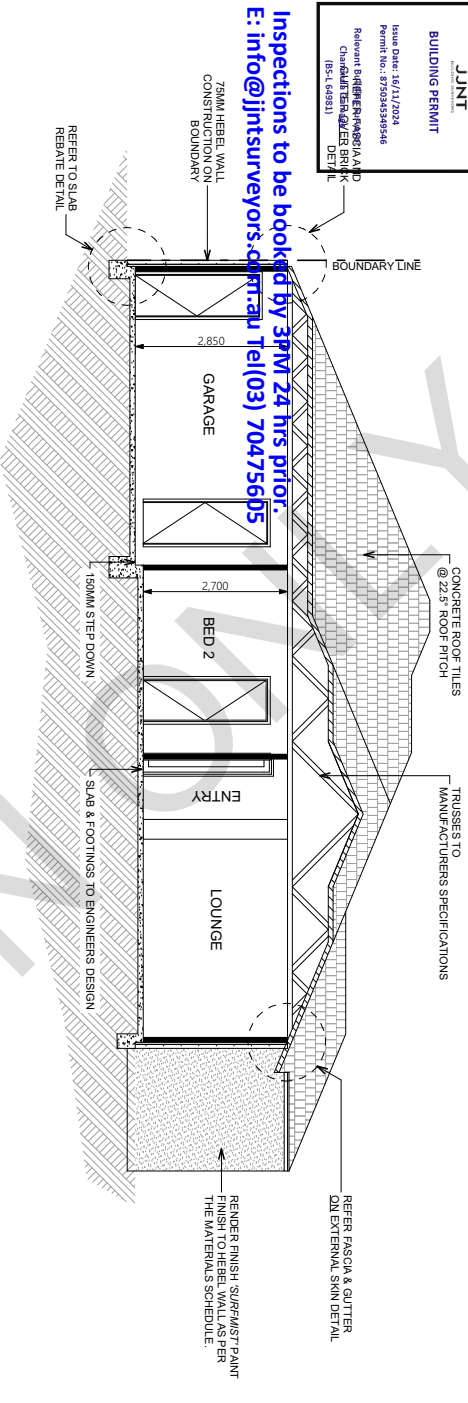
12" ROOF DECK
 12" INSULATION
 12" CONCRETE
 12" ROOFING

DRAWING NO
A300

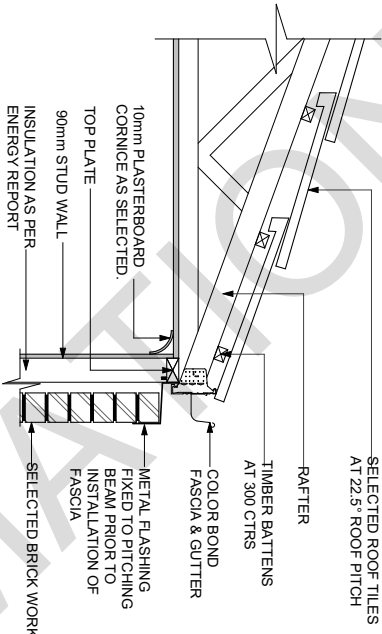
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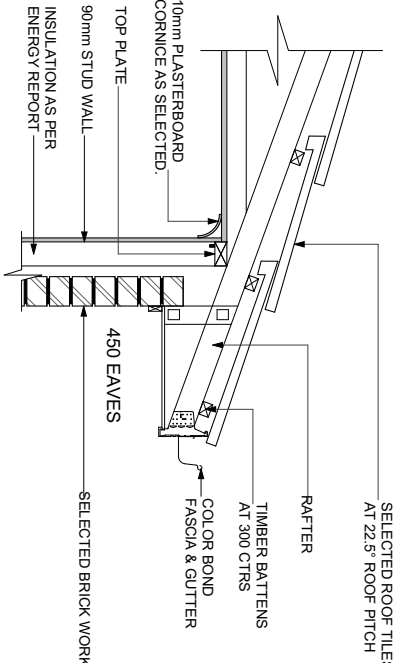
MATERIALS SCHEDULE	
DESCRIPTION	COLOR SAMPLE
HEBEL - 75MM GIB HEBEL PANEL, 2X. BY CSR	
RENDER FINISH - SUPERWAST FINISH BY COLORBOND	
RENDER FINISH - SUPERWAST FINISH BY COLORBOND	
ALUMINIUM FRAMED WINDOWS & GUTTERS	
GLASS OF PANEL LEFT DOOR - TIMBER LOOK FINISH	
MONUMENT FINISH TO THE FOLLOWING - ALUMINIUM WINDOWS & DOORS	
MONUMENT FINISH TO THE FOLLOWING - ALUMINIUM WINDOWS & DOORS	
MONUMENT FINISH TO THE FOLLOWING - ALUMINIUM WINDOWS & DOORS	
CONCRETE AGGREGATE - CRACKING FINISH	



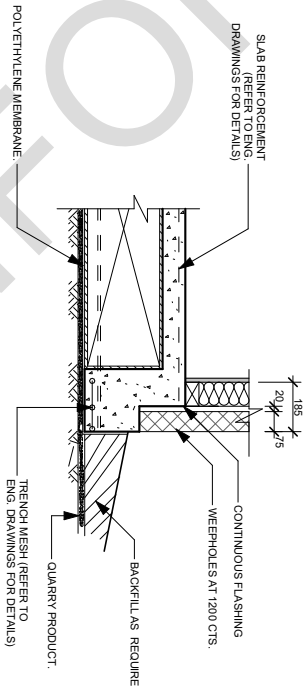
GARAGE GUTTER & FASCIA LOCATED ON EXTERNAL SKIN OF BRICKWORK WITH BOUNDARY FLASING (TYP)
SCALE: 1:20



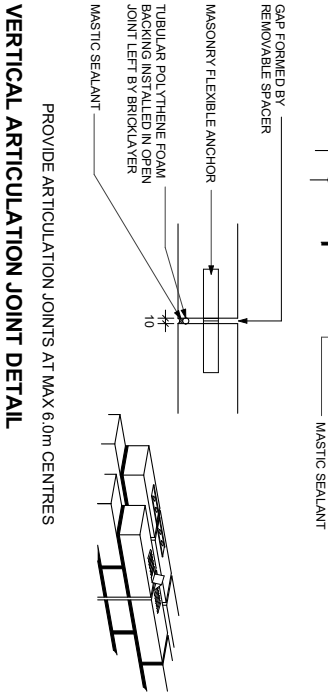
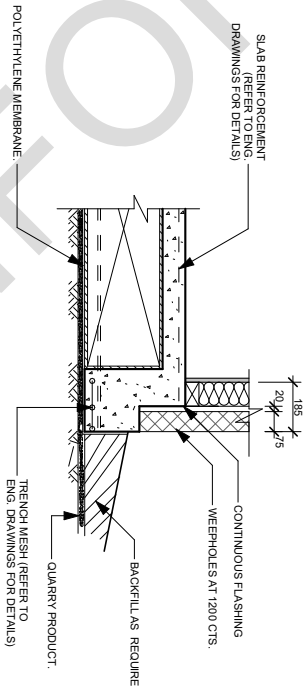
EAVE DETAIL (TYP)
SCALE: 1:20



(c) Gutter on top of wall

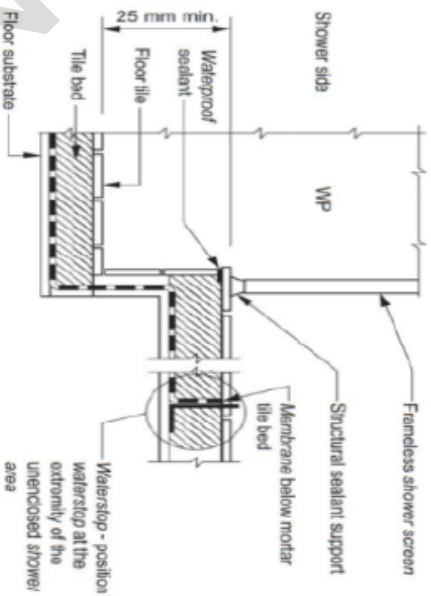
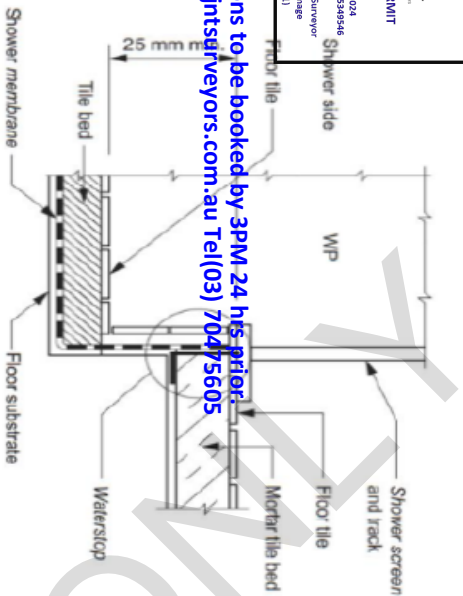


SLAB REBATE DETAIL (TYPICAL) 1:20



VERTICAL ARTICULATION JOINTS AT MAX 6.0m CENTRES

PROVIDE ARTICULATION JOINTS AT MAX 6.0m CENTRES



Waterproofing details to update using housing provision part 10.2 and in full. All details shall update as per BCA 2022, refer to the attached from ABCB.

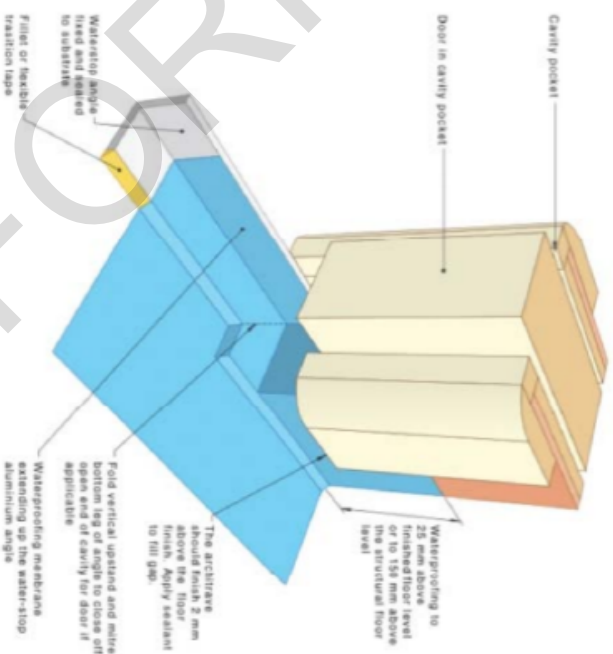
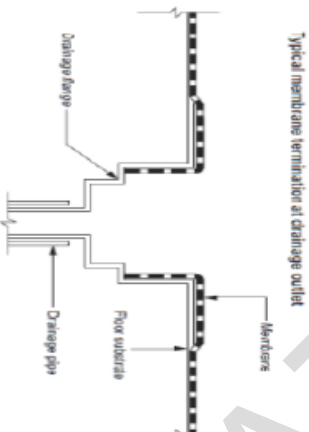
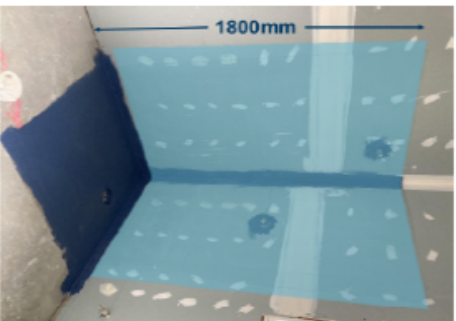


Figure 4.9.11(B) — Waterproofing at door opening cavity slider

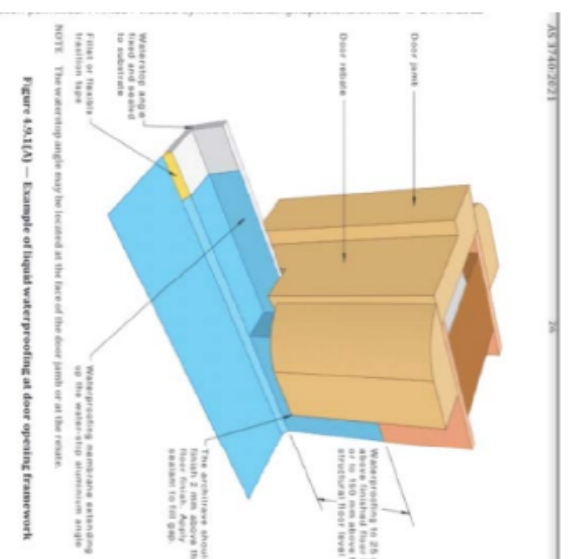


Figure 4.9.11(A) — Example of liquid waterproofing at door opening framework

HEBEL POWERPANEL^{XL} BOUNDARY WALL SYSTEM

UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN MILLIMETRES (MM). ON THIS PAGE ARE A RANGE OF CONSTRUCTION DETAILS. FOR FULL SPECIFICATIONS AND DETAILS, REFER MANUFACTURER. SEE ALSO SHEET H09.

Figure 3.6.1 Thermal performance of Hebel PowerPanel^{XL} External Wall System - timber stud frame

Code	Description	Wall wrap	Top hat cavity	Hebel Panel	Total Heat Loss (kJ/m ²)	
					Summer	Winter
Hebel1752	None	Polyair Performa 4.0 XHD			2.13	2.16
Hebel1753	75mm Bradford Gold Wall Batts R1.5	Thermoseal Wall Wrap Prime			1.55	1.59
Hebel1717	70mm Bradford Soundscreen Batts R2.0	Thermoseal Wall Wrap Prime	24mm		2.23	2.36
Hebel1718	70mm Bradford Soundscreen Batts R2.0	Enviroseal ProctorWrap RW			2.89	3.01
Hebel1721	None	Polyair Performa 4.0 XHD			2.55	2.66
Hebel1754	None	Polyair Performa 4.0 XHD			2.13	2.16
Hebel1755	75mm Bradford Gold Wall Batts R1.5	Thermoseal Wall Wrap Prime	35mm		1.55	1.59
Hebel1722	70mm Bradford Soundscreen Batts R2.0	Thermoseal Wall Wrap XP			2.23	2.36
Hebel1723	70mm Bradford Soundscreen Batts R2.0	Enviroseal ProctorWrap RW			3.00	3.13
Hebel1726	10mm Gyprock Plasterboard Plus	Enviroseal ProctorWrap RW			2.65	2.77
Hebel1760	None	Polyair Performa 4.0 XHD			2.13	2.16
Hebel1762	None	Thermoseal Wall Wrap Prime			1.55	1.59
Hebel1727	90mm Bradford Gold Wall Batts R2.0	Thermoseal Wall Wrap Prime	24mm		2.67	2.83
Hebel1728	90mm Bradford Gold Wall Batts R2.5	Thermoseal Wall Wrap XP			2.99	3.15
Hebel1730	90mm Bradford Gold Wall Batts R2.5	Enviroseal ProctorWrap RW			3.00	3.15
Hebel1733	90mm Bradford Gold Wall Batts R2.7	Enviroseal ProctorWrap RW			3.15	3.29
Hebel1763	None	Polyair Performa 4.0 XHD			2.13	2.16
Hebel1764	None	Thermoseal Wall Wrap Prime			1.55	1.59
Hebel1734	90mm Bradford Gold Wall Batts R2.0	Thermoseal Wall Wrap XP	35mm		2.67	2.83
Hebel1735	90mm Bradford Gold Wall Batts R2.5	Enviroseal ProctorWrap RW			2.99	3.15
Hebel1737	90mm Bradford Gold Wall Batts R2.7	Enviroseal ProctorWrap RW			3.00	3.15

Figure 3.6.1.5 Single storey construction - typical section detail

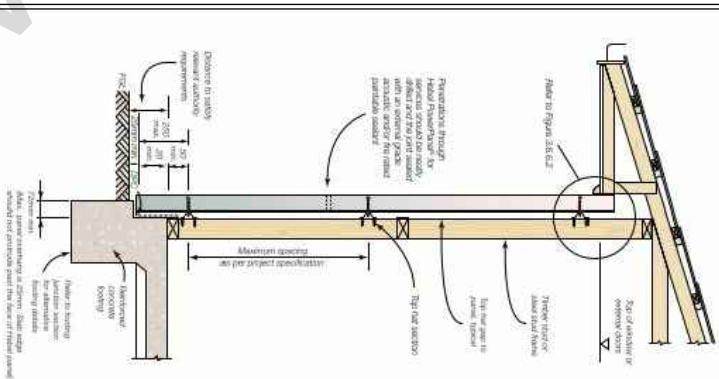
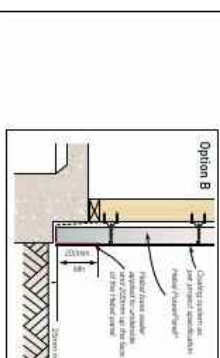
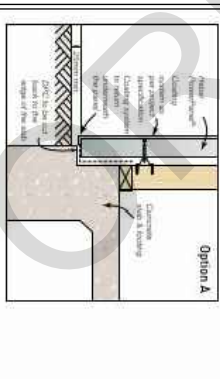
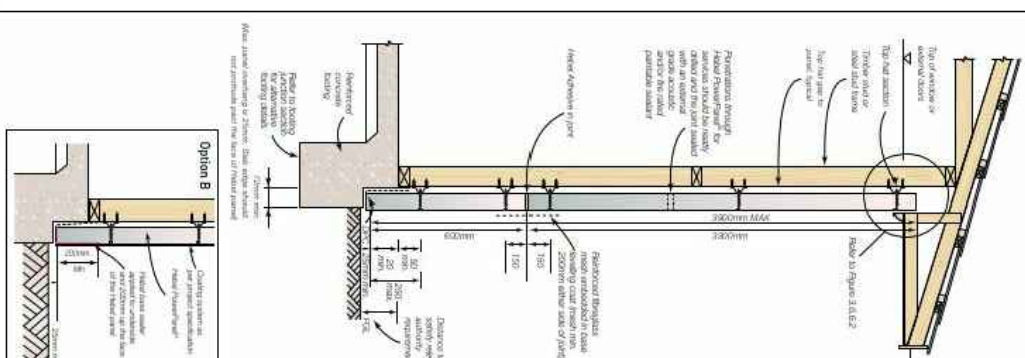



Figure 3.6.1.6 Single storey construction - high wall section detail (3900mm max)





ARCH DESIGN

ARCHITECTURAL STUDIO

M: 0423 539 603

E: mar@archdesign.com.au

17 Cornalio Court, Suite 6a

Thomastown, VIC 3074

SITE ADDRESS

LOT 1336 KALAMON DRIVE,
WOLLERT

PROPOSAL

SINGLE STOREY DWELLING
FOR
AMANDEEP VERMA

SECTION & DETAILS

DRAWING DETAILS

29/04/2024 1:20, 1:1 @ A3

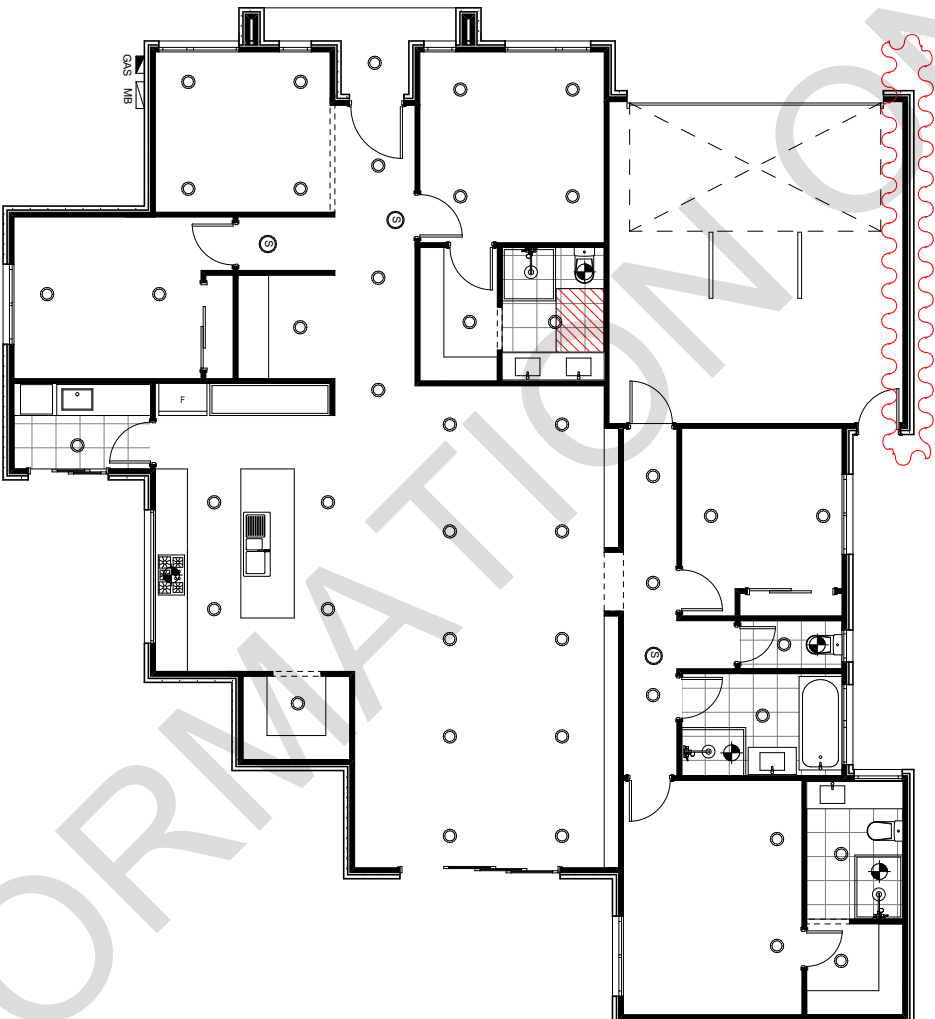
DRAWING NO.

A402

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ARTIFICIAL LIGHTING TABLE			
LOCATION	WATTAGE/ALLOWANCE	MAX NO. OF LIGHTS ALLOWED	
BUILDING/Joint	17.52M ² X 5W/ SQM 97.60 MAX. WATTS	○	20 X 13W LEDS
Issue: BDRGM-11/2024 Permit No. 22055359546	553 W ² X 4W/ SQM 22.52 MAX. WATTS	○	2 X 6W LEDS
Reliability: 100% Responsible Engineer: Surveyor (BS-1, 64981)	3.78M ² X 3W/ SQM 10.34 MAX. WATTS	28W	2 X 28W FLUORESCENT

Inspections to be booked by 3PM 24 hrs prior.
E: info@jintsurveyors.com.au Tel(03) 70475605



AREA SUMMARY	
TOTAL SITE AREA	458m ²
GROUND FLOOR LIVING	197.52m ²
GARAGE	36.78m ²
PORCH	5.63m ²
TOTAL:	239.93m ²
SD	25.85 SQ
% SITE COVERAGE	52.38%
% IMPERMEABLE AREA	57.22%
% PERMEABLE AREA	42.78%

LEGEND	
	ARTICULATION JOINT IN BRICKS TO BE IN ACCORDANCE WITH AS 3700-2001
	GAS METER
	METER BOX
	HOT WATER SYSTEM
	DOWN PIPE
	MICROWAVE PROVISION
	DISH WASHER PROVISION
	MAIN HOLE ACCESS (750 x 580)
	INTERCONNECTED SMOKE ALARM
	WATER TAP
	EXHAUST FAN
	WINDOW & DOOR SIZES, 1:2 WIDTH (BOTTOM) X HEIGHT (TOP)
	TILES TO WET AREAS, AS PER BUILDERS SPECIFICATIONS



ARCH DESIGN
ARCHITECTURAL STUDIO

M: 0423 539 603
E: marl@archdesign.com.au
17 Cornalco Court, Suite 6a
Thomastown, VIC 3074

SITE ADDRESS

LOT 1336 KALAMON DRIVE,
WOLLERT

PROPOSAL

SINGLE STOREY DWELLING
FOR
AMANDEEP VERMA





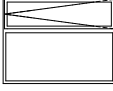




GROUND FLOOR PLAN

DRAWING DETAILS




29/04/2024 1:100 @ A3 M.S


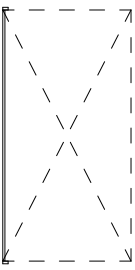


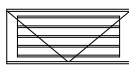
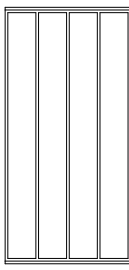
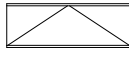
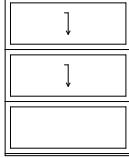
DRAWING NO.

A500

<div><div><div><div><div>JINT</div><div>Architectural Studio</div></div></div><div><div>Building Permit</div><div>Issue No. 23040034</div><div>Permit No. 2304003464</div><div>Relevant Building Surveyor Chandana Gamage (05-1-649811)</div></div></div></div>								
WINDOWS SCHEDULE								
BUILDING PERMIT	W01	W02	W03	W04	W05	W06	W07	W08
HEIGHT	2,100	2,100	2,100	1,800	1,500	1,200	1,200	1,450
WIDTH	1,500	600	600	1,600	1,500	600	1,500	900
EXTERNAL VIEW								
COMMENTS						OBSCURED GLAZING	OBSCURED GLAZING	OBSCURED GLAZING


Inspections to be booked by 3PM 24 hrs prior.
E: info@jintsurveyors.com.au Tel(03) 704155605

WINDOWS SCHEDULE			
ID	W09	W10	W11
HEIGHT	1,800	700	1,500
WIDTH	1,500	2,500	1,500
EXTERNAL VIEW			
COMMENTS			

DOORS SCHEDULE				
ID	D01	D02	D03	D04
HEIGHT	2,340	2,400	2,340	2,400
WIDTH	1,020	4,800	820	3,000
PLAN VIEW				
EXTERNAL VIEW				

WINDOW NOTES

- BUILDER TO CONFIRM WINDOW SIZES WITH WINDOW MANUFACTURER PRIOR TO ORDERING & INSTALLATION.
- WINDOW SCHEDULE TO BE READ IN CONJUNCTION WITH ELEVATIONS & ENERGY RATING REPORT. DO NOT SCALE WINDOWS OFF THE DRAWINGS. REFER TO WINDOW & DOOR SCHEDULE.
- ALL GLAZING SHALL BE CARRIED OUT IN ACCORDANCE WITH AS 1288 - 2006 GLASS INSTALLATION CODE & THE B.C.A.
- WHERE BRICKWORK EXTENDS OVER OPENING PROVIDE WEERPOLES AT 800mm MAX. CTRS. WITH CONTINUOUS FLASHING (TYPICAL).
- ALL LINTELS ARE TO BE INSTALLED IN ACC. WITH AS 1684.
- SIZES MAY VARY FROM MANUFACTURER'S STANDARDS.
- EXTERNAL GLAZING TO BE IN ACCORDANCE WITH A.S 2047-1999.
- REVEAL SIZE WILL VARY ACCORDING TO CLADDING TYPE & THICKNESS.
- PROVIDE VISUAL DECORATION AT MID-HEIGHT TO FULL-HEIGHT WINDOWS & DOORS AS PER AS 1288.
- ALL WINDOWS MUST BE PROTECTED BY A DEVICE TO RESTRICT THE WINDOW OPENING TO NOT PERMIT A 125mm SPHERE TO PASS THROUGH THE WINDOW OPENING & MUST RESIST AN OUTWARD HORIZONTAL ACTION OF 250N AGAINST THE WINDOW RESTRAINED DEVICE.
- IF A DEVICE TO RESIST THE WINDOW OPENING IS USED WITH A CHILD RESTRAINT RELEASE MECHANISM TO ENABLE THE DEVICE TO BE REMOVED/ UNLOCKED OR OVER RIDDEN THE HEIGHT OF THE OPENING MUST BE NOT LESS THEN 950MM ABOVE FFL.



ARCH DESIGN
ARCHITECTURAL STUDIO

M. 0423 539 603

E: mam@archdesign.com.au

17 Cornalco Court, Suite 6a
Thornhill, VIC 3074

SITE ADDRESS

LOT 1336 KALAMON DRIVE,
WOLLERT

PROPOSAL

SINGLE STOREY DWELLING
FOR
AMANDEEP VERMA

WINDOWS & DOORS SCHEDULE

DRAWING DETAILS

29/04/2024

@ A3

M.S

DRAWING NO.

A600

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