

Contract of Sale of Land

Property:

18 Myoora Crescent, Greenvale VIC 3059

On Track Conveyancing

Level 11

60 Albert Road

SOUTH MELBOURNE VIC 3205

Tel: 0412 257 159

PO Box 1161, South Melbourne VIC 3205

Ref: TD:23-1387

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

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

WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of Sale of Land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:
..... on/...../2023

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

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:
..... on/...../2023

Print names(s) of person(s) signing: Kurt Russell Lewis and Jacquelyne Anne Armstrong

State nature of authority, if applicable:

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

Particulars of Sale

Vendor's estate agent

Name: Jason Real Estate
Address:
Email: jason@jasonrealestate.com.au
Tel: Mob: 0419 332 536 Fax: Ref: Jason Sassine

Vendor

Name: Kurt Russell Lewis and Jacquelyne Anne Armstrong
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: On Track Conveyancing
Address: Level 11, 60 Albert Road, South Melbourne VIC 3205
PO Box 1161, South Melbourne VIC 3205
Email: tina@ontrackconveyancing.com.au
Tel: 0412 257 159 Mob: Fax: Ref: 23-1387

Purchaser's estate agent

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

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12006 Folio 268	34	PS 717540U

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 18 Myoora Crescent, Greenvale VIC 3059

Goods sold with the land (general condition 6.3(f)) All fixed floor coverings, existing window furnishings, electric light fittings and fittings of a permanent nature, as inspected

Payment

Price \$ _____

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

Balance \$ _____ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to a tenancy:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

a residential tenancy for a fixed term ending on 15 / 01 /2025

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. (Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)

Loan (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: _____

Loan amount: no more than _____ Approval date: _____

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or

- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 223 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and 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. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

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

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

19. GST

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

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

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

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

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

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

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

19.7 In this general condition:

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

20. LOAN

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

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

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

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

21. BUILDING REPORT

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

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

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

SPECIAL CONDITIONS

Special condition 1 – Planning Schemes

The purchaser buys subject to any restrictions imposed by and to the provisions of the relevant Planning Scheme and any other Town Planning Acts or Schemes and all proposed amendments to them and all other legal restrictions as to the use or development of the land. The Purchaser is not entitled to make any objection, requisition or claim any compensation in respect of any non-compliance with planning restrictions or any planning permits issued.

Special condition 2 – 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 on this contract.

Special condition 3 – Improvements and Services

- 3.1 The land and buildings (if any) as sold hereby and inspected by the Purchaser is sold on the basis of existing improvements thereon being as inspected by the Purchaser and the Purchaser shall not make any requisition nor claim any compensation for any deficiency or defect in the said improvements including any pool, spa or associated fencing construction components or hazardous materials (including any claim as to their suitability for occupations or otherwise) and the purchaser shall not raise any requisition in relations to or make any claim against the Vendor in regard to the issue or non-issue of building permits, other permits from relevant authorities and/or the completion of inspections by any relevant authority in respect of any improvements on the land sold.
- 3.2 The Purchaser is responsible for any costs relating to the connection of services available to but not connected to the property as at the date of the contract together with any costs associated with opening or varying any accounts with any service provider. Where any such payment is made by the Vendor prior to settlement, the Purchaser will reimburse the Vendor at settlement.

Special condition 4 – Auction

If this sale is a sale by public auction or auction by invitation the following shall apply:

- (a) The property is offered for sale by public auction subject to the Vendor's reserve price;
- (b) The Rules for the conduct of the auction shall be as set out in the applicable Schedule of the Sale of Land Regulations 2014 (or any rules prescribed by regulation which modify or replace those Rules) and if Schedule 1 applies shall include the rule which states that the auctioneer may make one or more bids on behalf of the Vendor of the land at any time during the auction;
- (c) Immediately after the auction the Purchaser shall sign this Contract and pay the deposit.

Special condition 5 – FIRB Approval

The Purchaser warrants that the provision of the Foreign Acquisitions and Takeovers Act 1975 (Cth) do not require the Purchaser to obtain consent to enter this contract. If there is a breach of any warranty contained this special condition (whether intentional or not) the Purchaser must indemnify and compensate the Vendor for any loss, damage or cost which the Vendor incurs as a result of the breach. This warranty and indemnity do not merge on completion of this contract.

Special condition 6– Disclosure

The Purchaser acknowledges that prior to the signing of this contract or any other document relating to this sale which is or is intended to be legally binding, they received from the Vendor's Agent a statement containing particulars specified in and otherwise complying with Section 51 of the Estate Agents Act 1980 (Vic) if applicable, a statement pursuant to Section 32 of the Sale of Land Act 1962 (Vic), the Due Diligence Checklist pursuant to Section 33 of the Sale of Land Act 1962 and a copy of the Contract.

Special condition 7– Acceptance of title

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.

Special condition 8– Default

If the Vendor gives to the Purchaser notice of default under this contract the default will not be remedied until the Purchaser has:

- (a) Remedied the default or, if the default is incapable of remedy, paid compensation to the Vendor to the Vendor's satisfaction; and
- (b) Paid all costs and expensed incurred by the Vendor as a result of the default including without limitation legal costs (including disbursements) and additional costs incurred by the Vendor including without limitation interest and borrowing expenses and payment of default interest; and
- (c) Pays to the Vendor's Conveyancer costs for any Default Notice issued in the sum of \$330.00

Special condition 9 – Re-Scheduling Fee

The Purchaser agrees and acknowledges that should they delay settlement, they will pay the Vendor's Conveyancer's reasonable costs for rescheduling of settlement, such costs not exceeding \$220.00 and in addition to Special Condition 8 (c) if applicable.

Special condition 10 – Interest

General condition 33 is amended to read

Interest at a rate of 6% 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.

Special condition 11 – Losses

The Purchaser acknowledges that in the event of default by the Purchaser, if the Vendor incurs any of the costs or losses listed immediately below, that such costs and losses are accepted by the Purchaser as being reasonably foreseeable losses and expenses:

- (a) Any costs associated with the Vendor obtaining bridging or like finance to complete the settlement of a purchase of another property;
- (b) Additional interest payable by the Vendor from the date of default on any mortgage or other security over the property sold;
- (c) Accommodation, storage or removal costs; and
- (d) Fees or expenses payable to any real estate agent.

Special condition 12 – Solar Panels

If there are solar panels on the roof of the dwelling constructed on the property hereby sold the parties agree as follows:

- (a) Whether or not any benefits currently provided to the Vendor by agreement with the current energy supplier with respect to the feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser/s;
- (b) The purchaser/s agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchasers/s shall indemnify and hold harmless the Vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
- (c) The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

Special condition 13 – Swimming pool/spa

In the event that the property includes a swimming pool/spa. The Purchaser hereby acknowledges by signing this Contract of Sale that the swimming pool/spa located on the property does have fencing or safety measures that comply with *Building Regulations* 2018. The Purchaser further acknowledges and agrees that it has made its own enquiries in relation to compliance with current building regulations and the Purchaser agrees that they cannot terminate this Contract in the event that the swimming pool/spa does not comply with current building regulations, nor will the Purchaser require the Vendor to comply with any notice issued by any authority nor seek any compensation from the Vendor for any non-compliance.

Special condition 14 – Contamination

13.1 The Purchaser accepts the property in its present condition and state of repair, latent or patent defects including any contamination by any hazardous substances.

13.2 The purchaser will make no objection, requisition or claim for compensation nor have any right of rescission or termination arising from the existence of any contaminations in or on the property.

Special condition 15– Guarantee by Directors

14.1 If the Purchaser shall be or shall include a company, the company shall (if so required by the Vendor) forthwith after execution of this contract procure the execution by each of its directors on the part of the contract intended to be held by the Vendor, of a guarantee in the form annexed to this contract.

14.2 If the Purchaser shall be or shall include a corporation, the person who executes this contract for and on behalf of the Corporation must provide proof of his right to sign on behalf of the Corporation and shall also execute the guarantee in the form annexed to this contract.

Special condition 16 – Identity of Land

15.1 The Purchaser admits that the land as offered for sale and inspected by the Purchaser is identical with the land described in the title particulars given.

15.2 An omission or mistake in the description, measurement or area of the land does not invalidate the sale and the Purchaser cannot make any objection or claim for compensation for an alleged mis-description of the property of any deficiency in its area or measurement or require the Vendor to amend title or pay any cost of amending title.

Special condition 17 – Land Tax

16.1 The Purchaser agrees that it will reimburse to the Vendor, as an allowance at settlement, the land tax on the Land, from the Day of Settlement, using the following formula:

- (a) based on a proportional land tax stated on the Land Tax Certificate; and
- (b) between the Vendor and the Purchaser on the basis that the amount to be apportioned between them is the proportion which the area of the Lot bears to the total area used by the State Revenue Office in calculating the proportionate land tax.

16.2 If a separate land tax assessment for the Lot is issued the parties agree that the adjustment of land tax is to be calculated on the basis of the proportional tax noted on the land tax assessment or Land Tax Certificate issued by the State Revenue Office and not the single holding basis.

16.3 Land tax if completion delayed (a) Regardless of whether a land tax adjustment is required to be made under this contract, if, as a result of the Purchaser's breach or an extension requested by the Purchaser, Completion of this contract takes place on a date that is after 31 December immediately following the original Date for Completion then: (i) the Purchaser's extension or breach will result in an increase in the Vendor's land tax assessment for the Land Tax Year(s) following the Date for Completion as a result of the Property continuing to be included in the Vendor's total landholdings in the State of Victoria; and (ii) the additional land tax that the Vendor will incur in accordance with this special condition is a reasonably foreseeable loss or cost incurred by the Vendor as a direct result of the Purchaser's breach or extension in respect of which the Vendor is entitled to compensation or reimbursement from the Purchaser. (b) If this special condition applies then, on Completion, in addition to the balance of the price and any other money payable to the Vendor under this contract, the Purchaser must pay to the Vendor as compensation or reimbursement on account of the additional land tax being incurred by the Vendor, an amount equal to the following: (i) the actual land tax assessment amount for the Property (if available); or (ii) if the actual land tax assessment for the Property is not available, an amount calculated on the following basis: A. the Vendor owned the Property and other Victorian land; and B. if there is no separate taxable value for the Property for the Land Tax Year, the amount reasonably determined (including but not limited to by calculating its separate taxable value on a proportional area basis) by the Vendor as the estimated taxable value for the Land Tax Year (being an amount no greater than the price). (c) If the additional land tax payable by the Vendor under special condition 14.5(a) is less than the amount paid by the Purchaser under special condition 14.5(b), the Vendor must refund the difference to the Purchaser within 21 days of the later of a request being made by the Purchaser to readjust land tax and the Vendor receiving notice of assessment of land tax payable for the Property

GUARANTEE and INDEMNITY

I/We, of
.....

and..... of
.....

being the **Sole Director / Directors** of of
..... (called the "Guarantors") IN

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

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

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

this day of 2023

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

in the presence of:)
)
 Witness:)

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:

From: Kurt Russell Lewis, 14/70-72 Coghlan Street, Niddrie VIC 3042

Jacquelyne Anne Armstrong, 106B/21 Pentridge Boulevard, Coburg VIC 3058

Property Address: 18 Myoora Crescent, Greenvale VIC 3059

Lot: 34 Plan of subdivision: 717540U

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 1st August 2023

Signed for an on behalf of the Vendor: *On Track Conveyancing*

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Sale of Land (Public Auctions) Regulations 2014

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

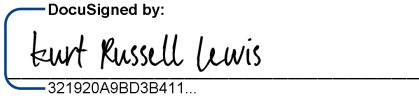
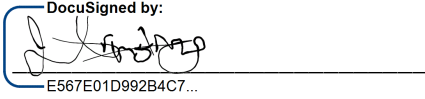
Vendor Statement

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

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

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

Land	18 MYOORA CRESCENT, GREENVALE VIC 3059
-------------	--

Vendor's name	Kurt Russell Lewis	Date	1/8/2023
Vendor's signature	 321920A9BD3B411...		
Vendor's name	Jacquelyne Anne Armstrong	Date	31/7/2023
Vendor's signature	 E567E01D992B4C7...		

Purchaser's name	Date
	/ /
Purchaser's signature	

Purchaser's name	Date
	/ /
Purchaser's signature	

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$6,000.00

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

Not Applicable

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the

Subdivision Act 1988.

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:
NIL
- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:
NIL
- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:
NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



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

VOLUME 12006 FOLIO 268

Security no : 124107783191L
Produced 21/07/2023 10:31 AM

LAND DESCRIPTION

Lot 34 on Plan of Subdivision 717540U.
PARENT TITLE Volume 12006 Folio 216
Created by instrument PS717540U 07/08/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
KURT RUSSELL LEWIS
JACQUELYNE ANNE ARMSTRONG both of 18 MYOORA CRESCENT GREENVALE VIC 3059
AR373545C 22/08/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV482584X 31/03/2022
COMMONWEALTH BANK OF AUSTRALIA

COVENANT C895862 21/11/2001

COVENANT PS717540U 07/08/2018

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.

DIAGRAM LOCATION

SEE PS717540U FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 18 MYOORA CRESCENT GREENVALE VIC 3059

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 31/03/2022

DOCUMENT END



Imaged Document Cover Sheet


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Document Type	Plan
Document Identification	PS717540U
Number of Pages (excluding this cover sheet)	6
Document Assembled	21/07/2023 10:35

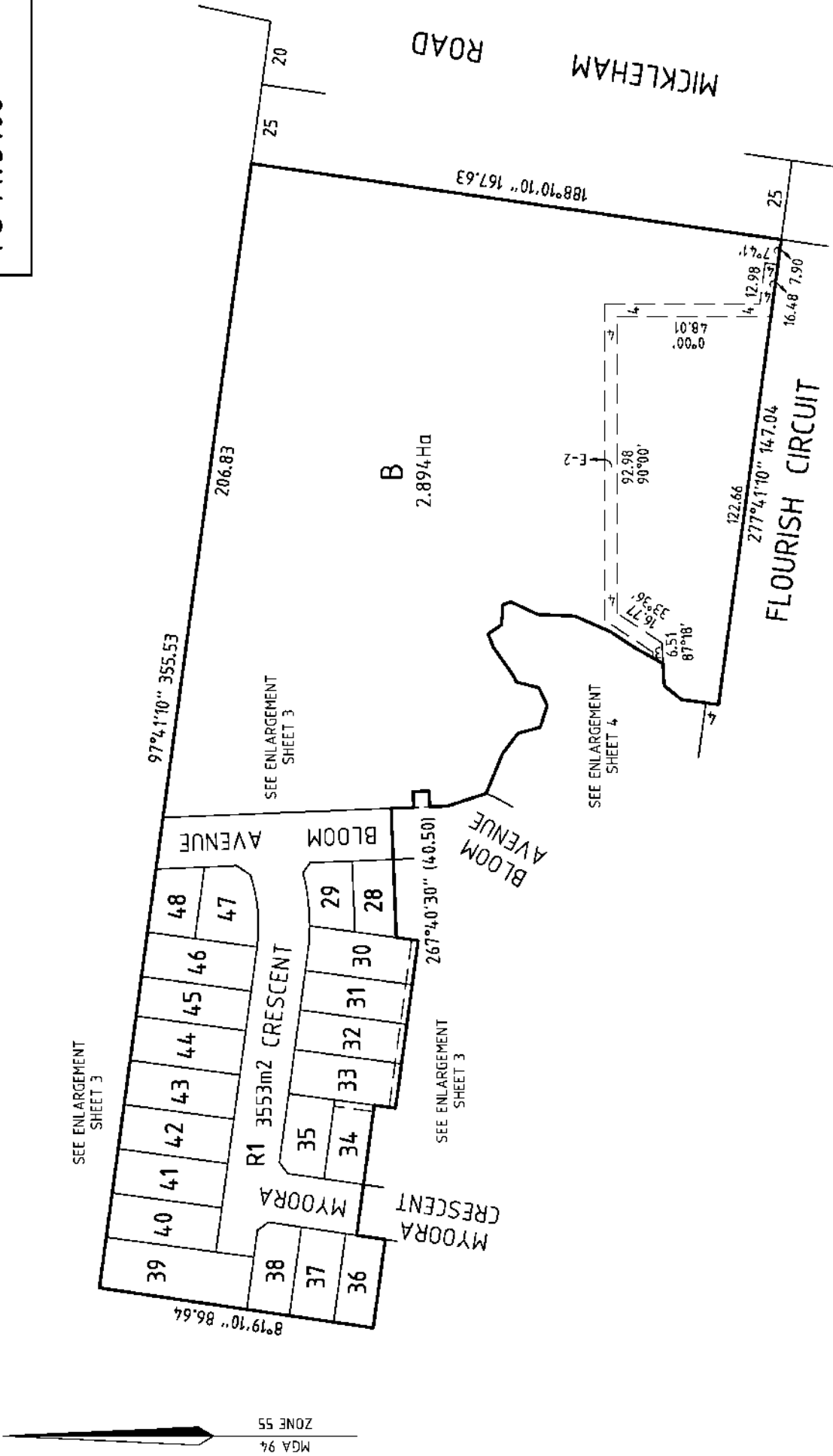
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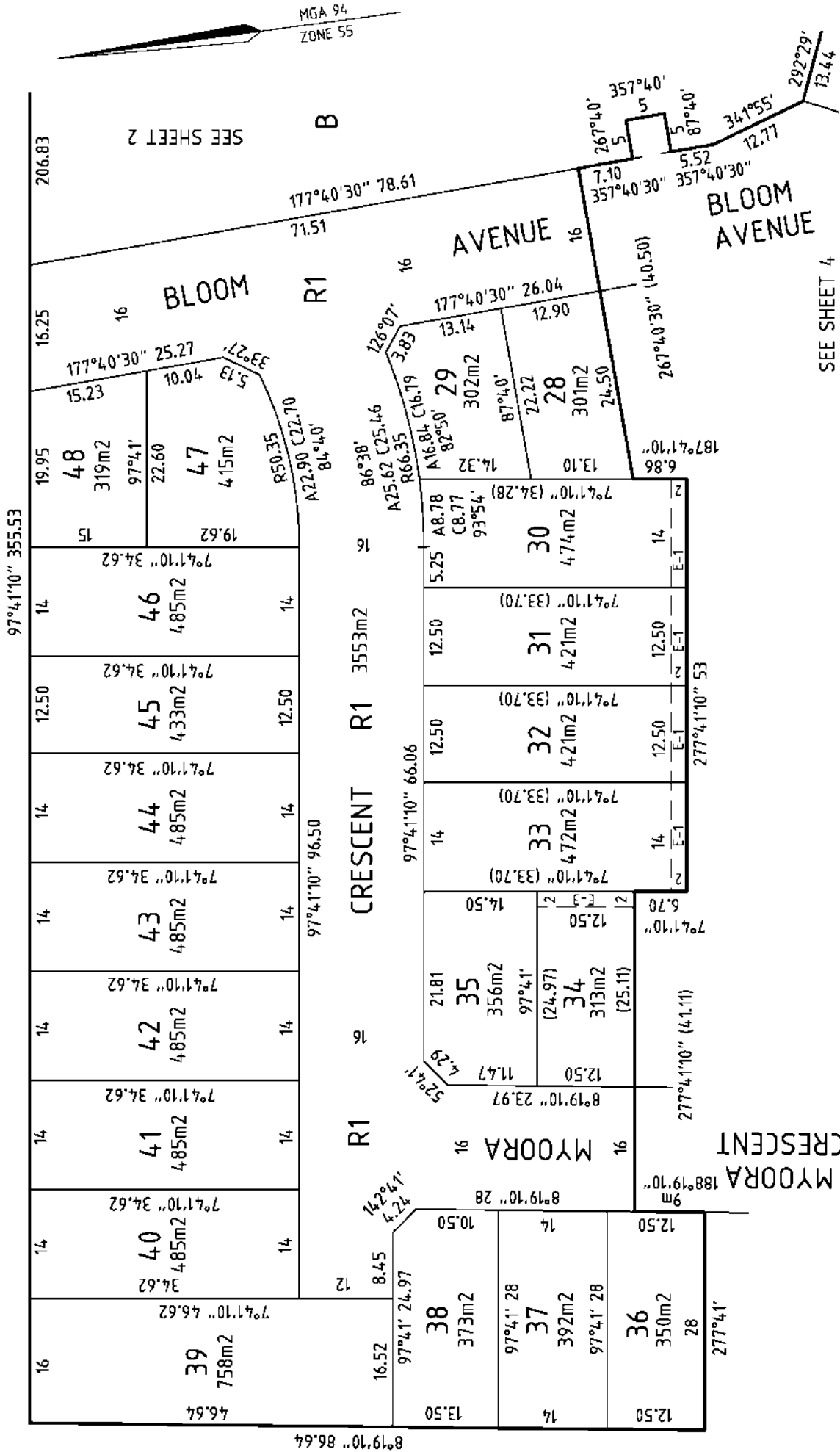
PLAN OF SUBDIVISION		EDITION 1	PS 717540U	
LOCATION OF LAND PARISH: YUROKE SECTION: 9 CROWN PORTION: P (PART) TITLE REFERENCE: VOL 12006 FOL 216 LAST PLAN REF: PS 717539D LOT A POSTAL ADDRESS : 1085 MICKLEHAM ROAD (at time of subdivision) GREENVALE 3059 MGA 94 CO-ORDINATES: E 313 100 ZONE 55 (of approx centre N 5 834 190 GDA 94 of land in plan)		COUNCIL NAME: HUME CITY COUNCIL		
VESTING OF ROADS OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON			
ROAD R1	HUME CITY COUNCIL			
NOTATIONS				
DEPTH LIMITATION: DOES NOT APPLY		RELEASE 2		
SURVEY: THIS PLAN IS BASED ON SURVEY STAGING: THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO: THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS: IN PROCLAIMED SURVEY AREA NUMBER:		No of Lots: 21 (excluding Lot B) Total Area: 4.151ha Release 2 Land Area: 1.256ha		
EASEMENT INFORMATION				
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE	2	PS 717539D	HUME CITY COUNCIL
E-2	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	PS 717539D PS 717539D	HUME CITY COUNCIL YARRA VALLEY WATER
E-3	DRAINAGE	2	THIS PLAN	HUME CITY COUNCIL
 CRA SURVEY PTY LTD LAND SURVEYORS TOWN PLANNERS DEVELOPMENT CONSULTANTS 7A/346 Belmore Road office@craurvey.com.au Balwyn Vic 3103 Tel: 03 9890 0933		REF: 4271PS2 VERSION: 9 (3.04.17)	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 5
		P.J.S. TYNKKYEN	PLAN REGISTERED TIME: 03:54 pm DATE: 07/08/2018 H.L. Assistant Registrar of Titles	


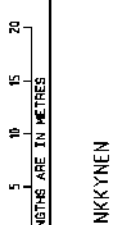
PS 717540U



<p>CRA SURVEY PTY LTD LAND SURVEYORS TOWN PLANNERS DEVELOPMENT CONSULTANTS 7A/346 Blairmore Road office@craurvey.com.au Balaclava Vic 3103 Tel: 03 9880 0933</p>	REF: 427/PS2	SCALE 1: 1250	VERSION: 9 (3.04.17)	12.5 0 12.5 25 37.5 50 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2
	P.J.S. TYNKKYNEN Surveyor's Plan Version (9 (3.04.17)) SPEAR Ref: S037037B 05/04/2017					

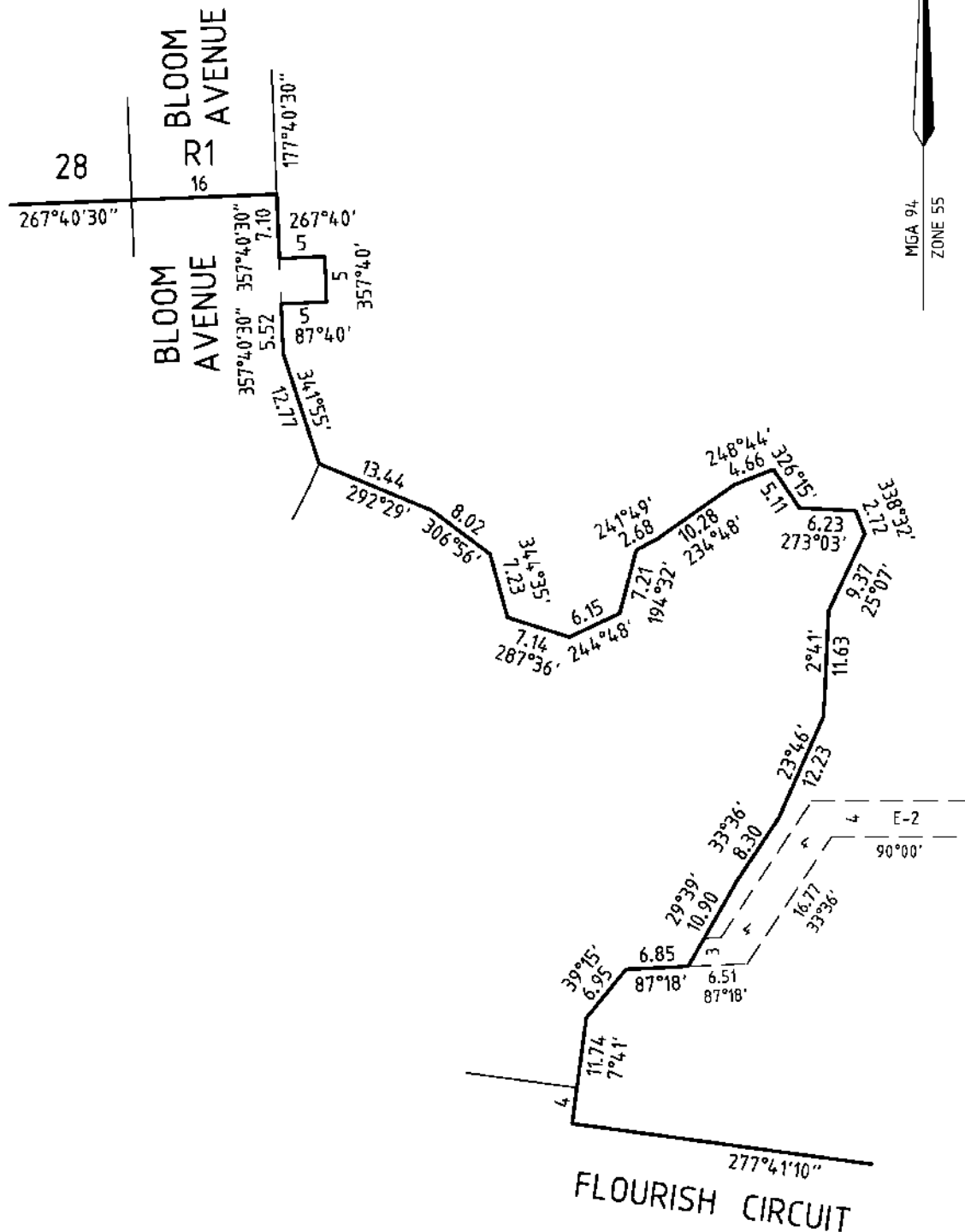
PS 717540U



 <p>CRA SURVEY PTY LTD LAND SURVEYORS TOWN PLANNERS DEVELOPMENT CONSULTANTS 7A/346 Belmore Road office@csurvey.com.au Balaclava Vic 3103 Tel: 03 9880 0933</p>	REF: 4271P/PS2	VERSION: 9 (3.04.17)	SCALE 1 : 500	 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 3
	P.J.S. TYNKKYNNEN			SEE SHEET 4		

PS 717540U

SEE SHEET 3



MGA 94
ZONE 55

B

SEE SHEET 2

REF: 4271PS2

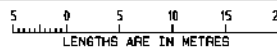
VERSION: 9 (3.04.17)



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DEVELOPMENT CONSULTANTS

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Balwyn Vic 3103 Tel: 03 9890 0933

SCALE
1: 500



ORIGINAL SHEET
SIZE: A3

SHEET 4

P.J.S. TYNKKYEN

PS 717540U

CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED:

FOR THE PURPOSE OF THIS RESTRICTION:

(a) A "DWELLING" MEANS A BUILDING THAT CONTAINS SELF CONTAINED LIVING ACCOMMODATION.

RESTRICTION No.1:

LAND TO BENEFIT: LOTS 28 TO 48 (INCLUSIVE) IN THIS PLAN OF SUBDIVISION

LAND TO BE BURDENED: LOTS 28 TO 48 (INCLUSIVE) IN THIS PLAN OF SUBDIVISION

DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS OF ANY LOT FORMING PART OF THE LAND TO BE BURDENED IN THIS PLAN OF SUBDIVISION SHALL NOT:

1. CONSTRUCT OR PERMIT TO BE CONSTRUCTED OR ALLOW TO REMAIN MORE THAN ONE DWELLING ON EACH LOT TO BE BURDENED UNLESS APPROVED IN WRITING BY THE HUME CITY COUNCIL.

RESTRICTION No.2:

LAND TO BENEFIT: LOTS 28 TO 48 (INCLUSIVE) IN THIS PLAN OF SUBDIVISION

LAND TO BE BURDENED: LOTS 28 TO 48 (INCLUSIVE) IN THIS PLAN OF SUBDIVISION

DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS OF ANY LOT FORMING PART OF THE LAND TO BE BURDENED IN THIS PLAN OF SUBDIVISION SHALL NOT:

1. COMMENCE CONSTRUCTION OF A DWELLING ON ANY LOT ON THE PLAN OF SUBDIVISION WITHOUT FIRST HAVING THE BUILDING PLANS APPROVED BY THE DESIGN REVIEW PANEL AS SET OUT IN THE 1085 MICKLEHAM ROAD GREENVALE DESIGN GUIDELINES.

RESTRICTION 2 SHALL CEASE TO HAVE EFFECT 10 YEARS AFTER THE DATE OF REGISTRATION OF THIS PLAN.

REF: 4271PS2

VERSION: 9 (3.04.17)



CRA SURVEY PTY LTD
 LAND SURVEYORS TOWN PLANNERS
 DEVELOPMENT CONSULTANTS

7A/346 Belmore Road office@craurvey.com.au
 Balwyn Vic 3103 Tel: 03 9890 0933

ORIGINAL SHEET
 SIZE: A3

SHEET 5

P.J.S. TYNKKYEN



Plan of Subdivision PS717540U
Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S037037B
Plan Number: PS717540U
Responsible Authority Name: Hume City Council
Responsible Authority Reference Number 1: S006902
Surveyor's Plan Version: 9 (3.04.17)

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

has been made and the requirement has not been satisfied at Certification

has been made and the requirement has been satisfied for: this plan at Statement of Compliance (Document updated 27/07/2018)

Digitally signed by Council Delegate: Patrick Mora
Organisation: Hume City Council
Date: 29/08/2017



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52-52 468146 SEP27-67

\$3

F.J. ORAMES & DOWNING

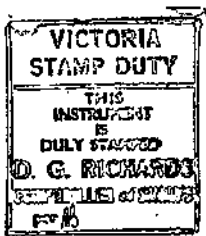
VICTORIA

TRANSFER OF LAND

D. GAMBLE & SONS PROPRIETARY LIMITED (in Voluntary Liquidation)

whose registered office is situate at "Brocklands" Mickleham Road Greenvale being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the distribution of the assets of the said Company in specie and in pursuance of a special resolution of its members DOETH HEREBY TRANSFER to EDWARD ALEXANDER CLARKE GAMBLE of Mickleham Farmer and Grazier ALL its estate and interest in ALL THAT piece of land being Lot 12 on Plan of Subdivision No. 74861 lodged in the Office of Titles Parish of Yuroke and being the whole of the land more particularly described in Certificate of Title Volume 8645 Folio 305 together with all registered appurtenant and reserved easements AND the said Edward Alexander Clarke Gamble for himself his executors administrators and transferees DOETH HEREBY AND AS SEPARATE COVENANTS COVENANT with the said D. Gamble & Sons Proprietary Limited (in Voluntary Liquidation) and its transferees or other the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision and every part or parts thereof (other than the land hereby transferred) that he will not at any time hereafter carry on or suffer to be carried on upon the said Lot or any part thereof the trade or business of pig farming or any other unwholesome trade or business which might be offensive or injurious to the neighbourhood and it is intended that the above covenant shall appear as an encumbrance on the Certificate of Title to issue in respect of the said Lot hereby transferred and shall run with the land hereby transferred.

DATED the 25th day of July One thousand nine hundred and sixty-seven.



VICTORIA STAMP DUTY

SEP-14-67 428658 50673

LEI 1015 *****3-00

8711



DC895862-1-1

4/10/67

THE COMMON SEAL of D. GAMBLE)
& SONS PROPRIETARY LIMITED (in
Voluntary Liquidation) was
hereby affixed by



..... *Edward Clarke Gamble* Liquidator

SIGNED by the said EDWARD
ALEXANDER CLARKE GAMBLE in
Victoria in the presence
of: *L. [Signature]*

Edward Clarke Gamble

ENCUMBRANCES REFERRED TO:

Nil.



DC895862-2-7

DATED

1967.

D. GAMBLE & SONS PROPRIETARY LIMITED (in Voluntary Liquidation)

to

EDWARD ALEXANDER CLARKE GAMBLE

TRANSFER OF LAND

F. J. CRAMES & DOWNING,
Solicitors,
84 William Street,
MELBOURNE.
67-8387, 88.

A memorandum of the within instrument
has been entered in the Register Book





**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

On Track Conveyancing C/- Triconvey (Reseller)
77 Castlereagh Street
SYDNEY 2000
AUSTRALIA

Client Reference: 384671

NO PROPOSALS. As at the 25th July 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

18 MYOORA Crescent, GREENVALE 3059
CITY OF HUME

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

Date of issue: 25th July 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 69671758 - 69671758103540 '384671'

Property No : 724154
Certificate No : eLIC060651
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2024
All Enquiries and Updates to Rates on 9205 2688

Property Situated: 18 MYOORA CRES GREENVALE VIC 3059

This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council. This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS.

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.

There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate.

- It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Development Services on telephone (03) 9205 2309 for information on planning controls relating to the property.

New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. www.hume.vic.gov.au for more information and registrations.

I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED \$28.80 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue. Council cannot be held responsible for any information given verbally.



Delegated Officer
25/07/2023

Please Note: Council ownership records will only be updated on receipt of a Notice of Acquisition. Prompt attention will facilitate the new owners' dealings with council. All notices of acquisition can be sent directly to rates@hume.vic.gov.au

PEXA BPAY BILLER CODE HAS CHANGED



Biller Code: 357947
Ref: 9947987

If settling outstanding amounts via BPay please send advice to rates@hume.vic.gov.au

Your quarterly bill



Emailed to: kurt.gbm.lewis@gmail.com
MR K LEWIS & MS J ARMSTRONG
18 MYOORA CRES
GREENVALE VIC 3059

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

Account number 67 9313 9374
Invoice number 6792 4592 87363
Issue date 7 Jun 2023
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due
\$159.49

Due date
28 Jun 2023

Summary

18 MYOORA CRES, GREENVALE

Property Number 5194 865, LOT 34 PS 717540

Product/Service	Amount
Water Supply System Charge	\$19.70
Sewerage System Charge	\$112.45
Yarra Valley Water Total	\$132.15
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	\$27.34
TOTAL (GST does not apply)	\$159.49

Payment summary

Last Account	\$157.73
Paid/Adjusted	-\$157.73
Balance	\$0.00
Total this Account	+\$159.49
Total Balance	\$159.49

No water usage has been charged on this account.



How to pay



*3042 679245928736 3



Direct Debit

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



Centrepay

Arrange regular deductions from your Centrelink payments. Visit yvwm.com.au/paying CRN reference: 555 054 118T



EFT

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

Account name: Yarra Valley Water
BSB: 033-885
Account number: 679399728



Credit card

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



Post Billpay®

Pay in person at any post office, by phone on 13 18 16 or at postbillpay.com.au
Bill code: 3042
Ref: 6792 4592 87363



BPAY®

Bill code: 344366
Ref: 679 3139 3742

MR K LEWIS & MS J ARMSTRONG

Account number	67 9313 9374
Invoice number	6792 4592 87363
Total due	\$159.49
Due date	28 Jun 2023
Amount paid	\$

Detail of charges

No water usage has been charged on this account.

Your charges explained

→ Water supply system charge

1 April 2023 - 30 June 2023

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

→ Sewerage system charge

1 April 2023 - 30 June 2023

A fixed cost for running, maintaining, and repairing the sewerage system.

→ Other authority charges

Waterways and drainage charge

1 April 2023 - 30 June 2023

Collected on behalf of Melbourne Water and used to manage and improve waterways, drainage, and flood protection.

For more information visit

melbournewater.com.au/wwdc

Financial assistance


Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you.

Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.

Registering your concession can also reduce the amount you need to pay.

Please call us on **1800 680 824** or visit yvw.com.au/concession.

Contact us

 **Enquiries** 1300 304 688

Faults and Emergencies 13 27 62 (24hr)

 enquiry@yvw.com.au

 yvw.com.au

 **TTY Voice Calls** 133 677

 **Speak and Listen** 1300 555 727

For language assistance

العربية 1300 914 361

廣東話 1300 921 362

Ελληνικά 1300 931 364

普通话 1300 927 363

For all other languages call our translation service on **03 9046 4173**



**Next meter reading:
Between 1-8 Sep
2023**

Property Clearance Certificate

Land Tax



INFOTRACK / ON TRACK CONVEYANCING

Your Reference: 23-1387
Certificate No: 66305787
Issue Date: 25 JUL 2023
Enquiries: ESYSPROD

Land Address: 18 MYOORA CRESCENT GREENVALE VIC 3059

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45170567	34	717540	12006	268	\$0.00

Vendor: JACQUELYNE ARMSTRONG & KURT LEWIS
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR KURT RUSSELL LEWIS	2023	\$327,000	\$429.00	\$0.00	\$0.00

Comments: Land Tax of \$429.00 has been assessed for 2023, an amount of \$429.00 has been paid.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$629,000

SITE VALUE: \$327,000

CURRENT LAND TAX CHARGE: \$0.00

Notes to Certificate - Land Tax

Certificate No: 66305787

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$429.00

Taxable Value = \$327,000

Calculated as \$375 plus (\$327,000 - \$300,000) multiplied by 0.200 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 66305787

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 66305787

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / ON TRACK CONVEYANCING

Your Reference: 23-1387

Certificate No: 66305787

Issue Date: 25 JUL 2023

Land Address: 18 MYOORA CRESCENT GREENVALE VICTORIA 3059

Lot	Plan	Volume	Folio
34	717540	12006	268

Vendor: KURT RUSSELL LEWIS

Purchaser:

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 66305787

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

Windfall Gains Tax - Payment Options

BPAY




Biller Code: 416073
Ref: 66305798

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 66305798

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 01 August 2023 03:55 PM

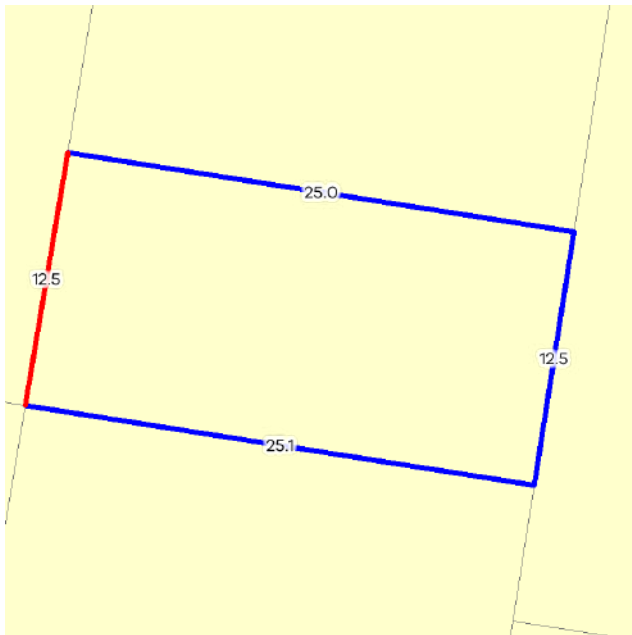
PROPERTY DETAILS

Address: **18 MYOORA CRESCENT GREENVALE 3059**
Lot and Plan Number: **Lot 34 PS717540**
Standard Parcel Identifier (SPI): **34\PS717540**
Local Government Area (Council): **HUME**
Council Property Number: **724154**
Directory Reference: **Melway 178 J3**

www.hume.vic.gov.au

SITE DIMENSIONS

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



Area: 313 sq. m

Perimeter: 75 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **GREENVALE**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

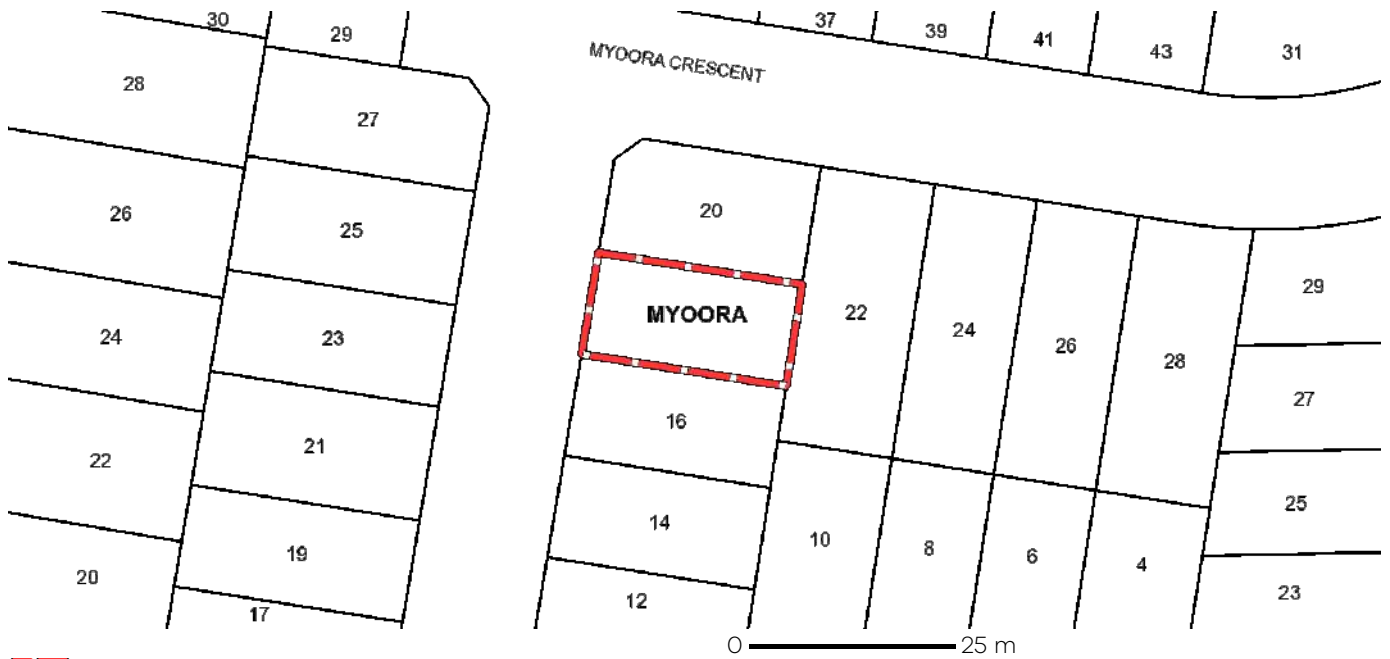
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property

From www.planning.vic.gov.au at 01 August 2023 03:55 PM

PROPERTY DETAILS

Address: **18 MYOORA CRESCENT GREENVALE 3059**
 Lot and Plan Number: **Lot 34 PS717540**
 Standard Parcel Identifier (SPI): **34\PS717540**
 Local Government Area (Council): **HUME**
 Council Property Number: **724154**
 Planning Scheme: **Hume**
 Directory Reference: **Melway 178 J3**

www.hume.vic.gov.au

[Planning Scheme - Hume](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **GREENVALE**

OTHER

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

[View location in VicPlan](#)

Note

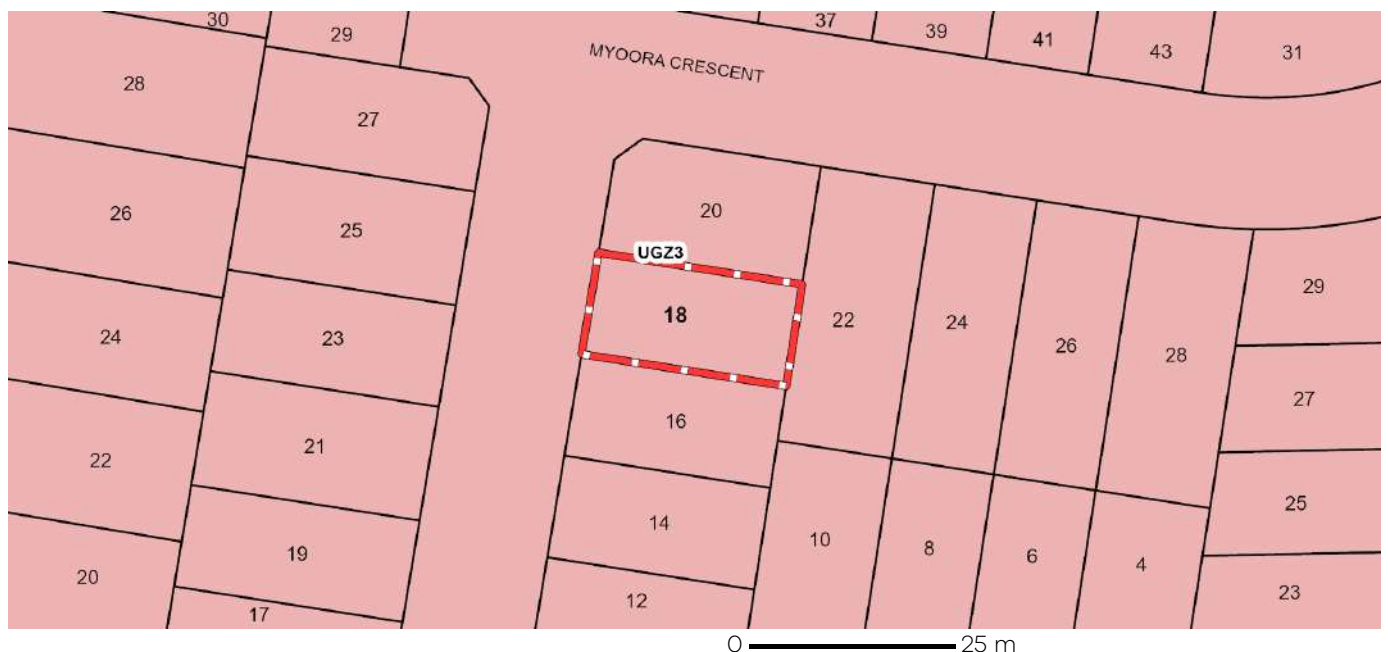
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

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

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 3 \(UGZ3\)](#)

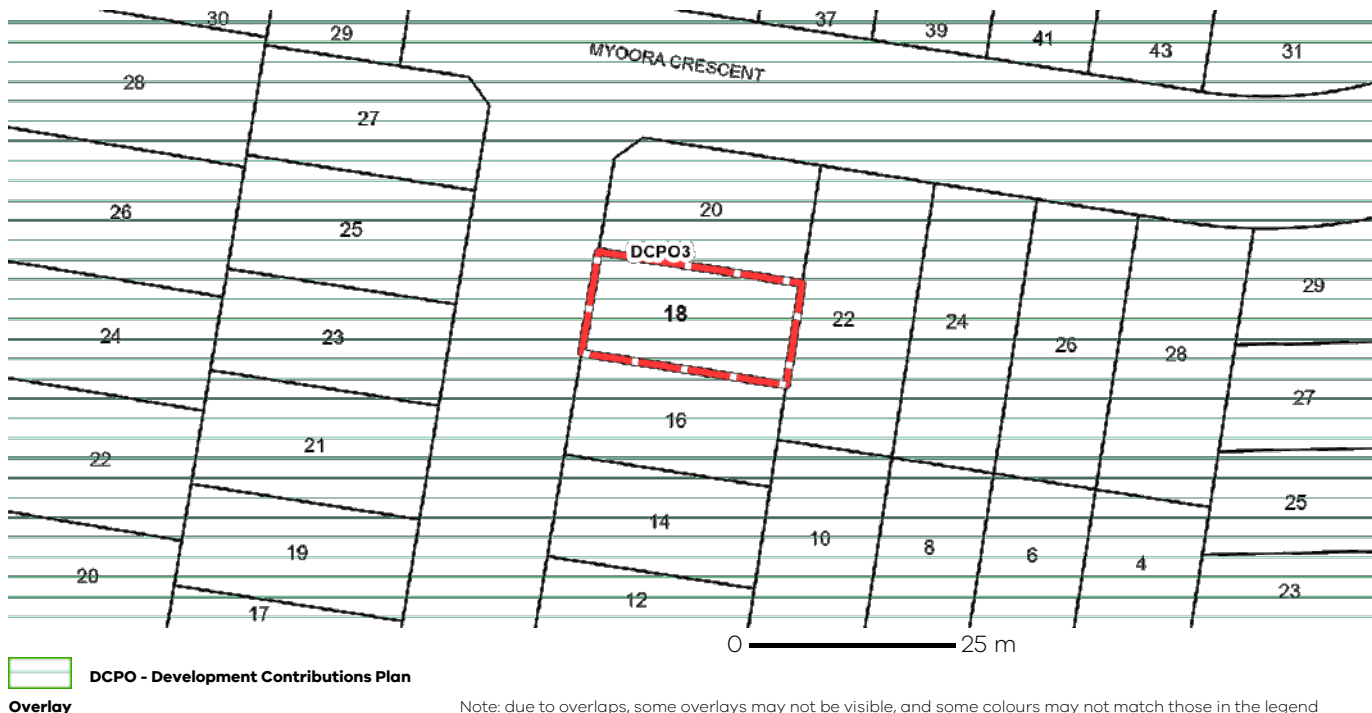


UGZ - Urban Growth

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

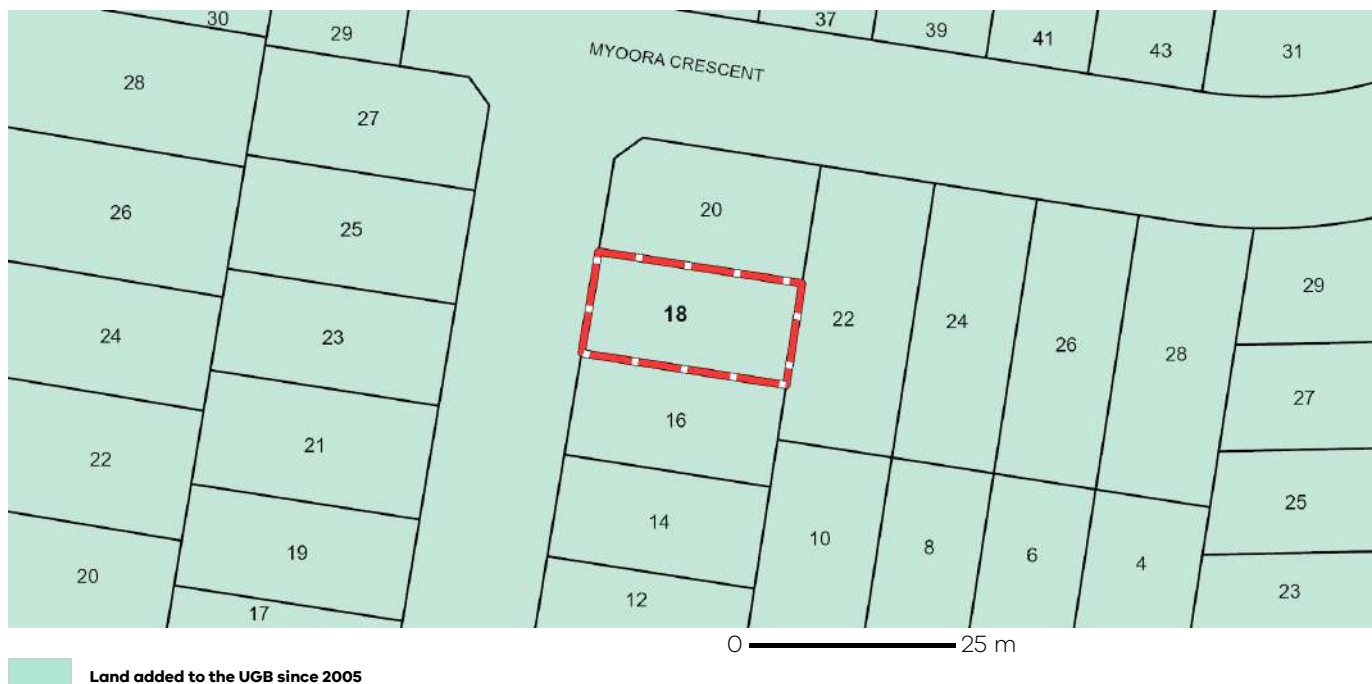
Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\)](#)



Growth Area Infrastructure Contribution

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

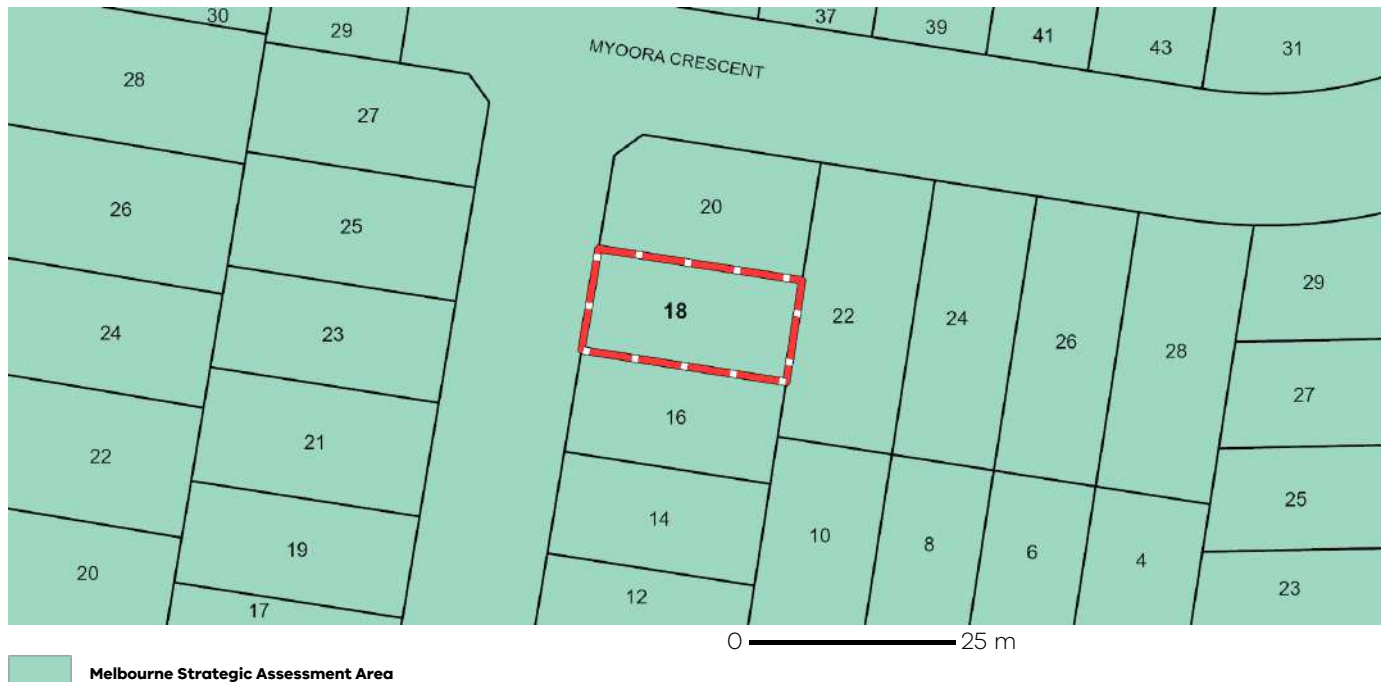


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 Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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).

Melbourne Strategic Assessment

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



Further Planning Information

Planning scheme data last updated on 26 July 2023.

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>

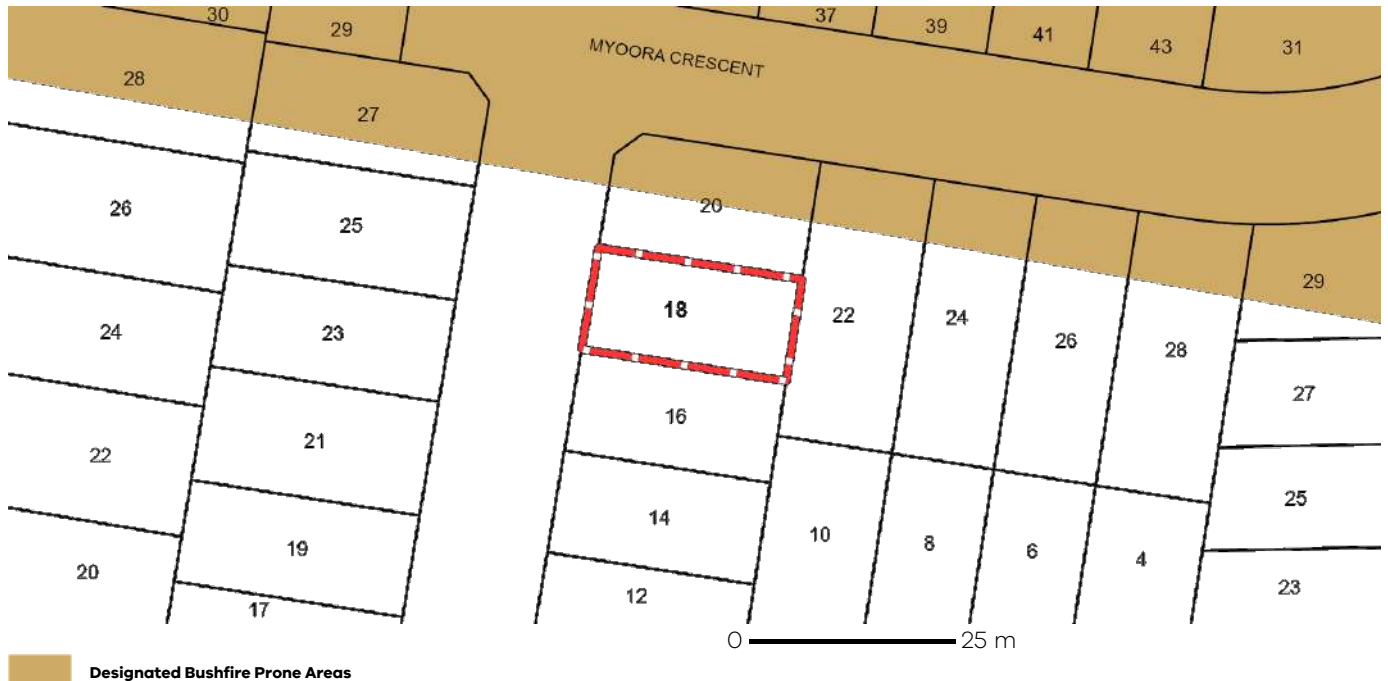
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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>.

FORM 2

Building Act 1993

Building Regulations 2018

Building Permit - 2748420183027/0

Issued to

Homebuyers Centre

ABN

81 Lorimer Street DOCKLANDS 3008 VIC

Contact Person: Felecia Blees

fblees@homebuyers.com.au

Tel: (03) 9674-4500

Ownership details

Miss Jacquelyne Anne Armstrong & Mr. Kurt

Russell Lewis

ABN

2/38 Grandview Road

Niddrie, VIC 3042

jacky.armstrong@me.com

Tel: 0402044665

Builder

ABN GROUP (VIC) PTY LTD

ACN/ARBN:

Building practitioner registration number: CDB-

U 49215

81 Lorimer Street

DOCKLANDS , VIC 3008

Natural person for service of directions,

notices and orders: Dale Andrew Alcock

Tel: (03) 9674-4500

Email:

Property details

Lot 34 18 Myoora Crescent, Greenvale

Lot 34

PS717540U

Vol 12006

Folio 268

Municipal District City of Hume

Crown allotment N/A

Section N/A

Parish N/A

County N/A

Building Practitioners and/or architect

a) to be engaged in building work

Dale Andrew Alcock

Domestic Builder Unlimited

DB-U 31655

ABN GROUP (VIC) PTY LTD

CDB-U 49215

b) who were engaged to prepare documents forming part of the application for this permit

Stuart McLennan

Building Surveyor Unlimited

BSU-1577

VHC Engineers

CEC 56311

Details of domestic building work insurance

The issuer or provider of the required insurance policy is

Insurance Provider HIA Insurance Services Pty Ltd

Insurance Number C390116

Insurance Issued On 17-September-2018

Details of relevant planning permit

Planning Permit Number

Date of grant of planning permit

Nature of building work

Construction of a NewBuilding

Storeys contained 2

Cost of building works \$328,822.00

Version of BCA applicable to permit 2016

Stage of building work permitted 0 As shown on approved plans

Total new floor area of new building work in(m2) 254 m2

Building classification

Part of building Double Storey Dwelling and Garage

BCA classification 1ai,10a

Performance solution

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

Relevant performance requirement	Details of performance solution
P2.1.1 Structural stability and resistance to actions	To allow a 110mm wide masonry wall and 90mm timber framed wall to overhang the concrete slab a max distance of 25mm subject to not exceeding 3m in length and where the area of overhang is not subject to point loads where the wall overhang exceeds 15mm as per report number PBS253 17-5 prepared by Stuart McLennan BS-U 1577.
P2.1.1 Structural stability and resistance to actions	To allow the wall ties to be spaced at 450mm x 600mm maximum centres in locations with a wind class of not more than N2 and in addition for double storey construction the number of wall ties will be doubled at the first floor joist level as per report number PBS 253 17-7 prepared by Stuart McLennan BS-U1577.
P2.1.1 Structural stability and resistance to actions,P2.2.2 Weatherproofing,P2.2.3 Dampness	To allow the external masonry veneer walls to be constructed using the BCA2011 Deemed to satisfy acceptable construction practice instead of the acceptable construction manuals AS4773 Parts 1 and 2 as per report number PBS253 17-3 prepared by Stuart McLennan BS-U 1577
P2.2.2 Weatherproofing	To allow masonry veneer wall cavity to be reduced to 5mm adjacent services, penetrations, fixtures and other wall installations as per report number PBS 253 17 by Stuart McLennan BS-U 1577
P2.2.2 Weatherproofing	To allow the nominal mortar mix to be 1 part cement, 1 part lime and 10 parts sand as per report number PBS253 17-4 prepared by Stuart McLennan BS-U 1577.
P2.2.3 Dampness	To allow the damp-proof course/flashing to be installed: a. Level with the adjoining paving at the roofed alfresco and porch entrances. B. Within 1m of the roofed entries, to be a min of 20mm above the adjoining paving level as per report number PBS253 17-1 prepared by Stuart McLennan BS-U1577
P2.4.5 Ventilation	To allow the ground floor exhaust fans in the bathroom, sanitary compartment and ensuite to discharge into the first floor cavity where the cavity vents to the outside of the building as per report number PBS253 17-2 prepared by Stuart McLennan BS-U1577.
P2.5.1 Stairways and ramps	To allow the stair construction to adopt the tolerance values in BCA 1996 and have a 5mm variance between riser and goings and 15mm variation between the last riser and first riser as

**BUILDING
PERMIT**

and/or suitable equivalent to the satisfaction of the Building Inspector and/or the Relevant Building Surveyor.

- Roof plumbing to be designed and installed in accordance with Plumbing Regulations. Documents are indicative only.
- It is the owners responsibility to ensure compliance with any covenants, encumbrances OR 173 agreements contained within the title.
- Floor joist design & layouts to be submitted for approval prior to the frame inspection.
- Timber framing specifications and layouts to be submitted for approval prior to the frame inspection.
- Truss computations, certification and layouts to be submitted for approval prior to the frame inspection.
- **The building is to be protected in accordance with AS3660. 2014 Termite Management.**
- **Energy rating compliance statement to be submitted prior to the occupancy permit.**

Relevant building surveyor

Building surveyor Group Four Building Surveyors Pty Ltd

ABN 96158953425

Address Level 4, 10 Nexus Court, Mulgrave VIC 3170

Email enquiries@groupfour.com.au

Registration number CBS-U58099

Designated building surveyor David Madeira

Building practitioner registration number BS-U 27484

Permit number 2748420183027/0

Date permit issued 31-October-2018

Assessing officer Chris Walsh

Signed

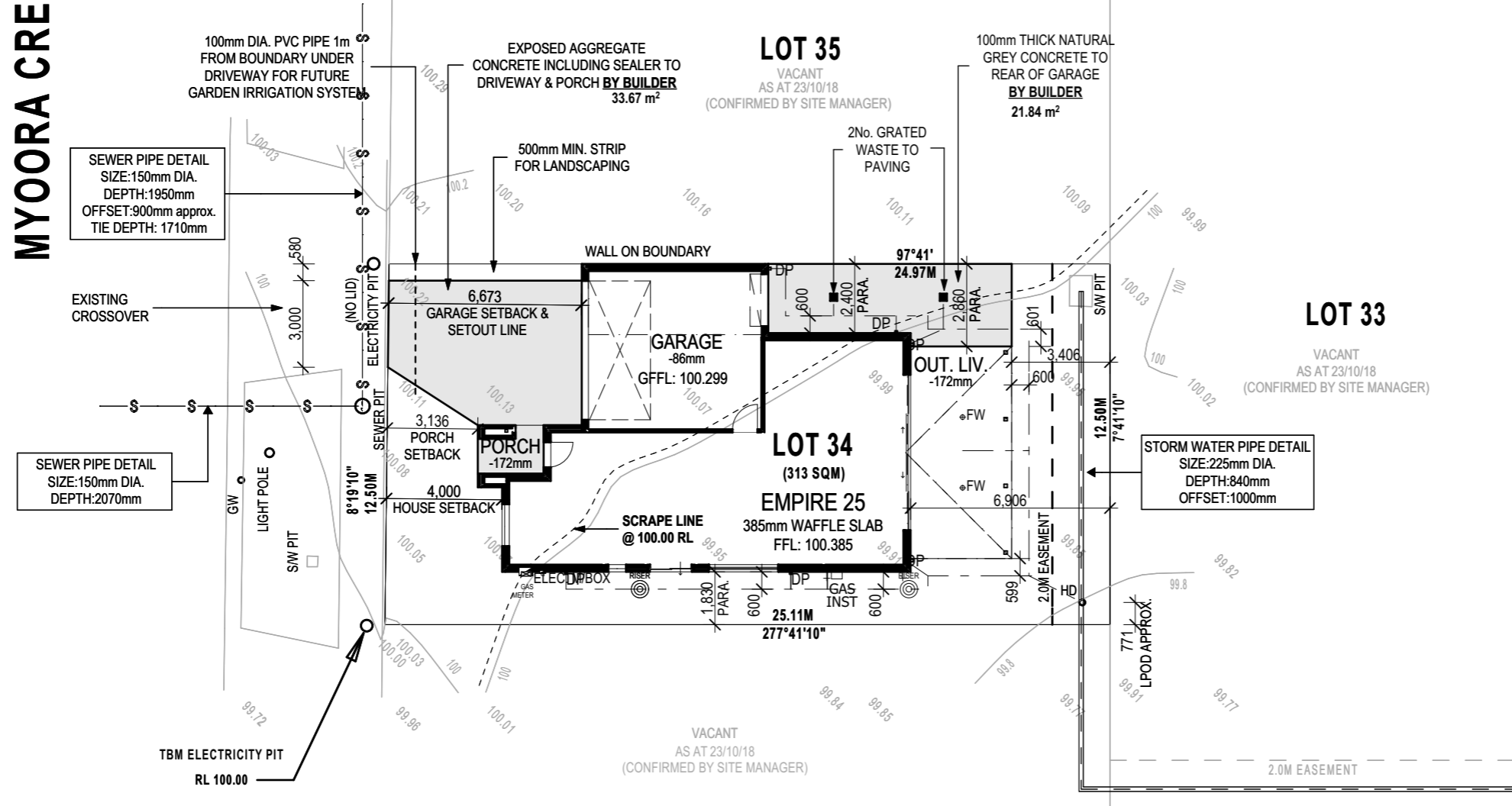


**BUILDING
PERMIT**

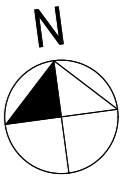
MYOORA CRESCENT

GROUP FOUR
BUILDING SURVEYORS
BUILDING PERMIT
 Number: 2748420183027/0
 Issued by David Madeira on 31/10/2018

MYOORA CRESCENT



SURVEY DATE	31/07/2018
CONTOUR INTERVALS	200 mm
LEVELS TO	100.00
SITE AREA	313.00 sqm
BUILDING AREA	151.25 sqm
SITE COVERAGE	48.32%
WIND SPEED	N2
SITE CLASSIFICATION	H2



MELWAYS REFERENCE
 SITE LOCATION MELWAYS REFERENCE: 178 J3

CAPPED RISERS
 CAPPED RISERS TO BE 600mm ABOVE FINISHED LEVEL OF BUILDING PLATFORM AND CONNECTED TO LEGAL POINT OF DISCHARGE

DRAINAGE

- SITE DRAINAGE SHALL COMPLY WITH NCC 3.12 'DRAINAGE' AND AS 3500 NATIONAL PLUMBING AND DRAINAGE CODE.
- PROVIDE Ø100mm UPVC STORMWATER DRAINS WITH MIN. COVER AND FALL. CONNECT TO POINT OF DISCHARGE. STORMWATER DRAINS HAVE BEEN SHOWN INDICATIVELY
- PROVIDE OVERFLOW RELIEF GULLY TO BELOW GARDEN TAP & HWS OVERFLOW OUTLET
- PROVIDE GRATED STORMWATER DRAIN BELOW GARDEN TAP AT WATER METER
- CONNECT ANY GRATED STORMWATER DRAIN TO STORMWATER DRAINS VIA SILT PIT(S) AS NOTATED.
- TEMPORARY DOWNPIPES TO BE USED UNTIL CONNECTED TO SW DRAIN
- ALL DOWNPIPES TO BE JOINED TO PVC SWD AT BASE OF WEEPHOLES TYPICAL

↓ - GRADE SURFACE AWAY FROM HOUSE FOOTINGS (MINIMUM FALL 1:20)

→ - CUT TOE OR SPOON DRAIN @ MIN FALL

EXCLUSION ZONE

STORMWATER

- STORMWATER PIPES TO BE INSTALLED 600mm FROM PERIMETER OF BUILDING AND CONNECTED TO LEGAL POINT OF DISCHARGE. A NO GO ZONE IS IN PLACE 150mm EITHER SIDE OF THE STORMWATER PIPES

SEWER

- REFER PROPERTY SERVICES DRAINAGE PLAN FOR SEWER MAINS AND BRANCH LOCATION

NOTE

IT IS THE RESPONSIBILITY OF THE OWNER TO CHECK FOR UNDERGROUND PIPES PRIOR TO ANY EARTHWORKS CONDUCTED AFTER HANDOVER. THE BUILDER WILL NOT BE LIABLE FOR DAMAGE TO EXISTING PIPES BY THE OWNER AFTER HANDOVER.

RECYCLED WATER:

PROVIDE PROVISIONS FOR CLASS 'A' RECYCLED WATER. INCLUDES CLASS 'A' RECYCLED WATER TAPPING, 1 No. PURPLE TAP TO HOUSE & SEPARATE PLUMBING FOR TOILETS AND WASHING MACHINE TAP. LOCATION TO BE CONFIRMED BY PLUMBER

PLUMBING:

PROVIDE INSTANTANEOUS GAS HOT WATER SYSTEM IN LIEU OF STANDARD SOLAR HOT WATER SYSTEM. BUILDING SURVEYOR TO PROCEED WITH PERFORMANCE ASSESSMENT REPORT.

FIBRE OPTIC NETWORK: (NBN Co)

25mm CONDUIT FROM TELECOMMUNICATIONS PIT IN STREET TO METER BOX IN ACCORDANCE WITH DEVELOPERS GUIDELINES. CLIENT TO ORGANISE CONNECTION.

DEVELOPERS APPROVAL REQUIRED:

DEVELOPERS APPROVAL REQUIRED FROM "CORE PROJECTS" - EMERTON GREENVALE STAGE 2

LANDSCAPING:

FRONT & REAR LANDSCAPING BY BUILDER TO DEVELOPER REQUIREMENTS.

BOUNDARY NOTE:
 SEWER PIPE TO FRONT HAS BEEN CHECKED AND THERE IS NO EFFECT TO ANGLE OF REPOSE.

EASEMENT NOTE:
 S/WATER PIPE TO REAR EASEMENT HAS BEEN CHECKED AND THERE IS NO EFFECT TO ANGLE OF REPOSE.

TERMITE PROTECTION
 PROVIDE TERMITE PROTECTION IN ACCORDANCE WITH A.S.3660.

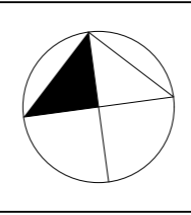
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	PSI, FINALS & VO. 2	LL	23/10/18

GENERAL NOTES:

- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE
- WINDOW SIZES AND LOCATIONS ARE NOMINAL AND MAY VARY TO MANUFACTURERS FRAME SIZES

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CLIENT:
J. A. ARMSTRONG & K. R. LEWIS

LOT 34 (#18) MYOORA CRESCENT
 GREENVALE, VIC 3059

SITE PLAN

HOUSE TYPE:
EMPIRE 25

FAÇADE:
TRADITIONAL

MASTER DRAWING INFO:
 SCALE: 1:200
 DRAWN BY: HJ
 REVISION: 01
 TYP HEIGHT: 25/25L
 ISSUED: TBC/08/17

DRAWING No:
1 OF 10

JOB No:
36679

DIMENSIONS ARE TO STUD FRAME &/OR BRICKWORK

172mm SLAB REBATE

Number: 274842018302770
Issued by David Madeira on 31/10/2018

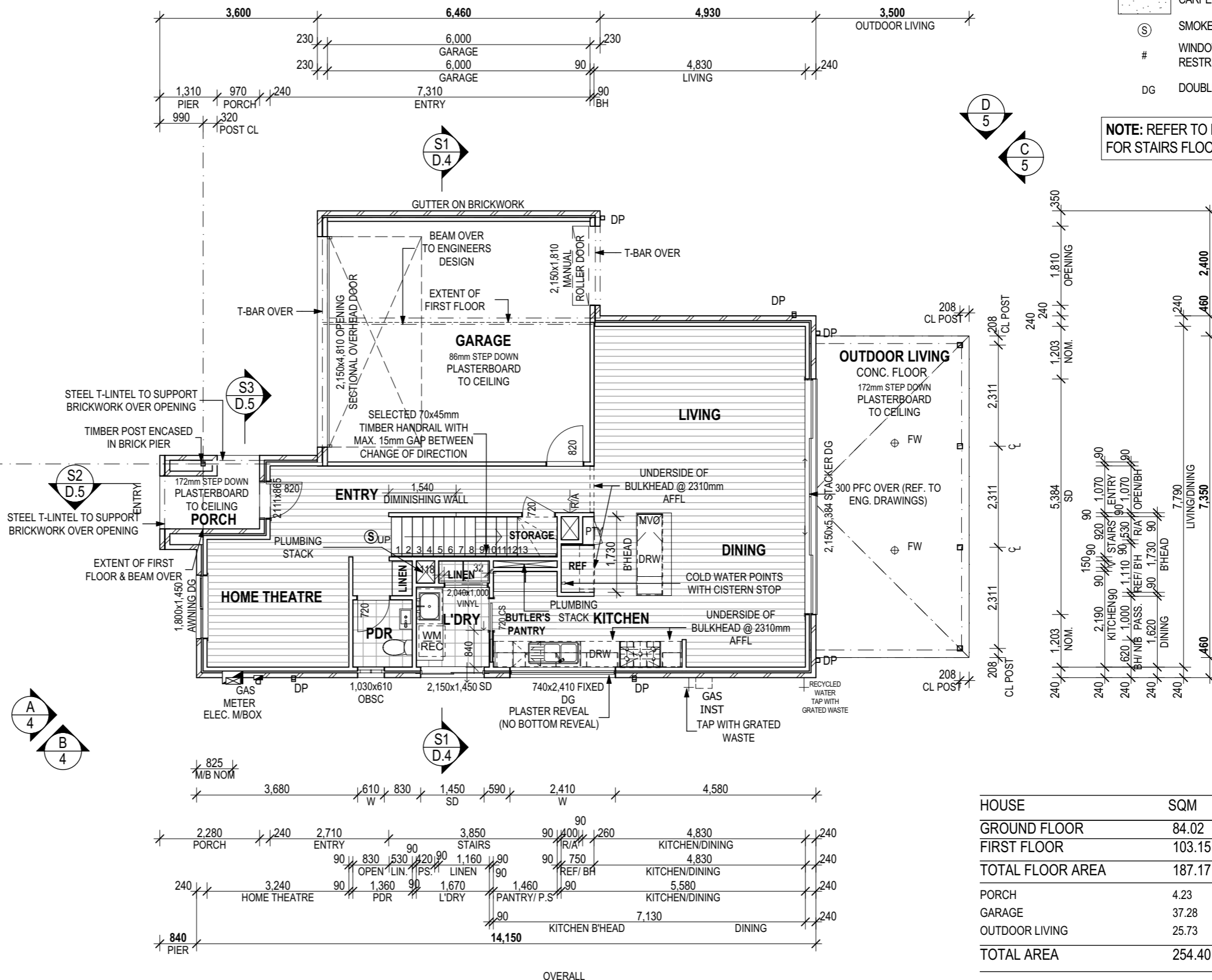
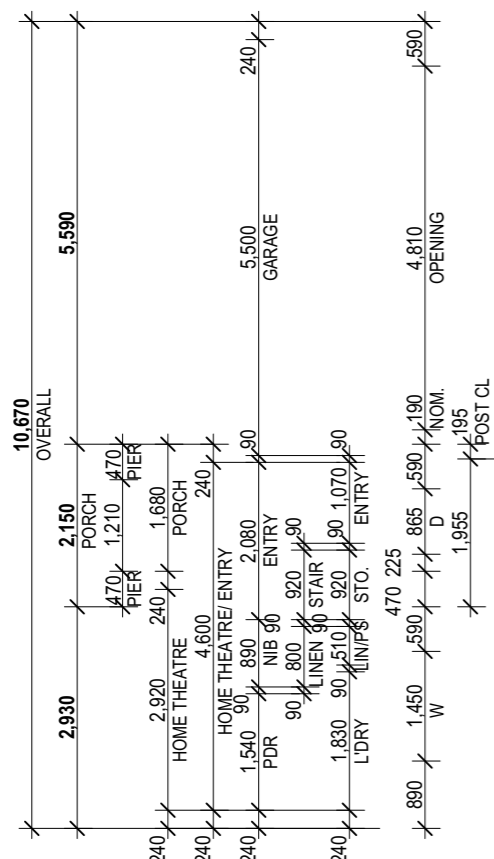
RECYCLED WATER:

PROVIDE PROVISIONS FOR CLASS 'A' RECYCLED WATER. INCLUDES CLASS 'A' RECYCLED WATER TAPPING, 1 No. PURPLE TAP TO HOUSE & SEPARATE PLUMBING FOR TOILETS AND WASHING MACHINE TAP. LOCATION TO BE CONFIRMED BY PLUMBER

LEGEND

- FLOOR TILES
- FLOOR TIMBER
- CARPET
- SMOKE DETECTOR
- WINDOWS WITH 125mm RESTRICTED OPENING
- DOUBLE GLAZING

NOTE: REFER TO FIRST FLOOR FOR STAIRS FLOOR COVERING



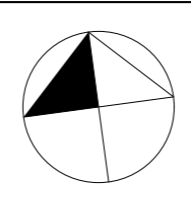
- GENERAL NOTES**
- INTERCONNECTED SMOKE DETECTORS AS PER NCC 3.7.2 - 2016
 - PROVIDE REMOVABLE HINGES TO WC DOORS PER NCC 3.8.3.3
 - TEMP. DOWNPIPES TO BE USED UNTIL CONNECTED TO SW DRAIN
 - GUTTERS & DRAINAGE TO COMPLY WITH AS 3500
 - STAIR TREADS SHALL COMPLY WITH THE SLIP RESISTANT CLASSIFICATION NCC TABLE 3.9.1.3 INDOOR STEPS & 3.9.1.4 OUTDOOR STEPS
 - THESE DRAWINGS TO BE READ IN CONJUNCTION WITH ENGINEER'S DRAWINGS AND SPECIFICATIONS
 - TIMBER ROOF TRUSSES TO MANUFACTURER'S COMPUTATIONS & LAYOUTS.
 - ROOF TRUSSES TO BE PLACED DIRECTLY ON TOP OF EXTERNAL WALL STUDS.
 - ALL STRUCTURAL TIMBER FRAMING SIZES TO BE IN ACCORDANCE WITH A.S. 1684 - 2010 NATIONAL TIMBER FRAMING CODE & OR ENGINEERS STRUCTURAL COMPUTATIONS.
 - WATERPROOFING OF WET AREAS TO COMPLY WITH A.S. 3740 - 2010
 - HINGED DOORS TO BE 135mm FROM CORNER IF SPACE PERMITS, OR 45mm MIN. FROM CORNER. CENTRE DOORS TO PASSAGE.
 - ROBE DOORS TO BE EXTERNALLY CENTRED UNLESS OTHERWISE NOTED
 - WATERPROOFING TO ALL EXTERNAL WET AREAS TO BE IN ACCORDANCE WITH AS 4654.2 CLAUSE 2.8.2.

HOUSE	SQM	SQR
GROUND FLOOR	84.02	
FIRST FLOOR	103.15	
TOTAL FLOOR AREA	187.17	20.15
PORCH	4.23	
GARAGE	37.28	
OUTDOOR LIVING	25.73	
TOTAL AREA	254.40	27.38

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GENERAL NOTES:
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J. A. ARMSTRONG & K. R. LEWIS

LOT 34 (#18) MYOORA CRESCENT
GREENVALE, VIC 3059

GROUND FLOOR PLAN
HOUSE TYPE: **EMPIRE 25**
FACADE: **TRADITIONAL**
JOB No: **36679**
SCALE: 1:100
DRAWING No: **2 OF 10**

GENERAL NOTE:
 ● ALL GLAZING TO COMPLY WITH AS1288 - 2006 GLASS IN BUILDINGS, & WITH AS4055 - 1992 FOR WINDLOADING.
 ● WINDOW HEAD HEIGHT DIMENSIONS NOMINAL AND TO BE TAKEN TO THE FINISH FLOOR COURSE.
 ● REFER ENGINEERS DRAWINGS FOR AJ LOCATIONS.
 ● ALL DRAWINGS TO BE READ IN CONJUNCTION WITH STRUCT. ENGINEER'S DRAWINGS & COMPUTATIONS.
 ● ALL DOWNPIPES TO BE JOINED TO PVP SWD AT BASE OF WREPHOLE TYPICAL
 DLS 1842018302770
 Issued by David Madeira on 31/10/2018

PROVIDE ALUMINIUM MESH FLYSCREENS TO AWNING WINDOW SCREENS TO INSIDE OF HOUSE

PROVIDE ALUMINIUM MESH FLYDOORS WITH CATCH (NO LOCK) WITH ALUMINIUM SLD DOORS

LEGEND

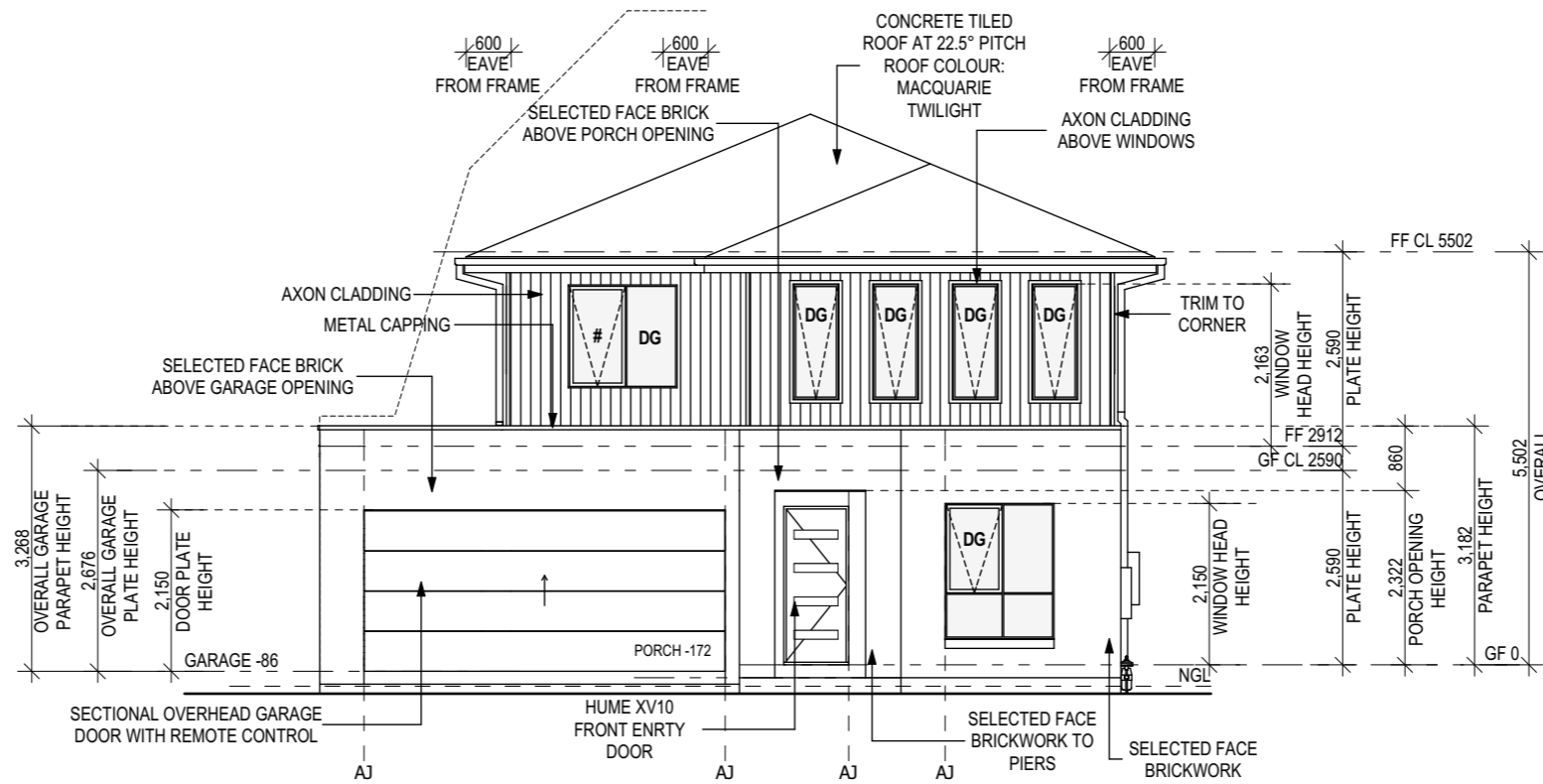
 AXON CLADDING

 DOUBLE GLAZING

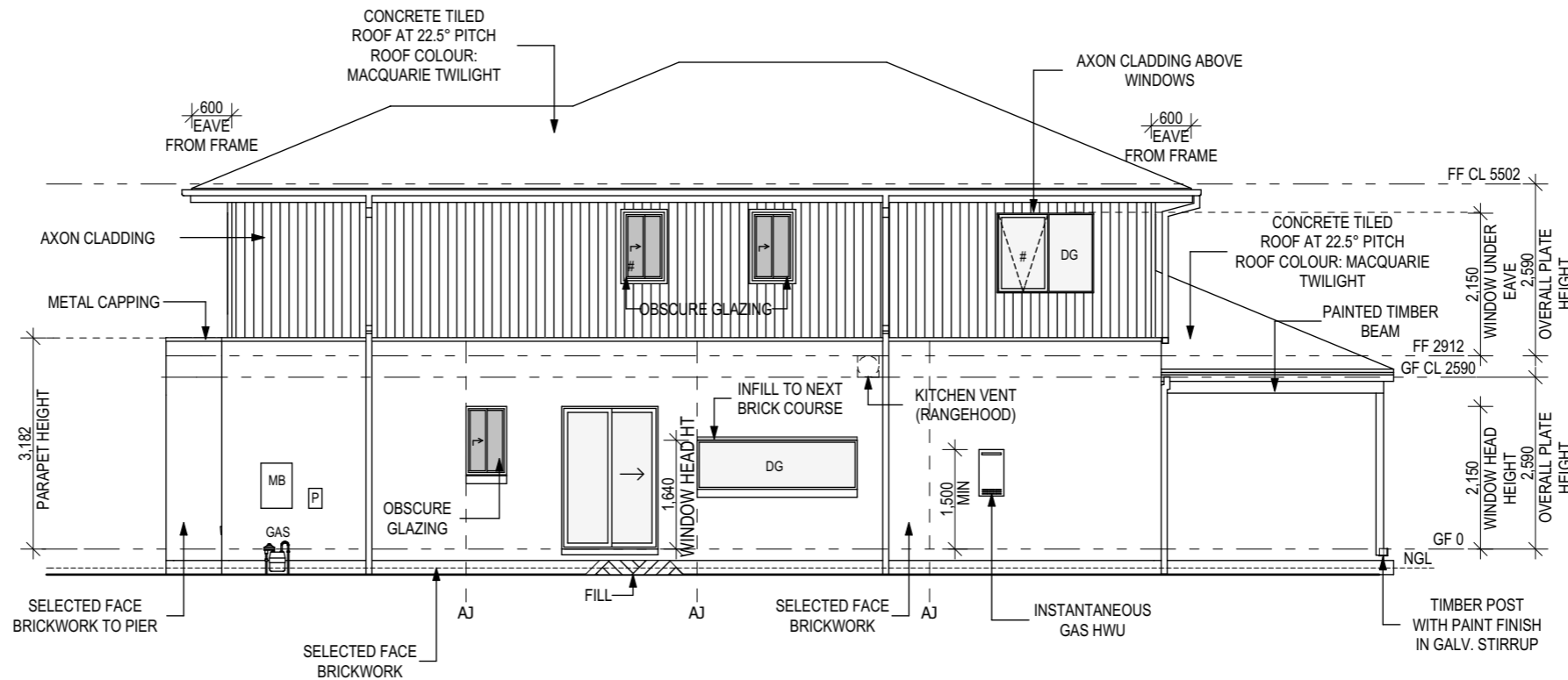
DENOTES: WINDOWS TO UPPER LEVEL WITH A RESTRICTED MAXIMUM 125mm OPENING

WINDOWS IN LIGHTWEIGHT CLADDING, REDUCE REVEAL TO SUIT CLADDING

FIRST FLOOR WINDOW NOTE:
 PAINTED TRIM TO FIRST FLOOR WINDOWS REFER TO PAGE D.6 FOR DETAILS



A FRONT ELEVATION 1:100

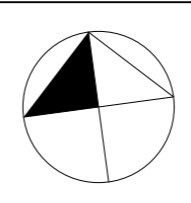


B SIDE ELEVATION 1:100

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CLIENT:
J. A. ARMSTRONG & K. R. LEWIS
 LOT 34 (#18) MYOORA CRESCENT
 GREENVALE, VIC 3059

ELEVATION A & B		JOB No: 36679
HOUSE TYPE: EMPIRE 25	MASTER DRAWING INFO:	SCALE: 1:100
FACADE: TRADITIONAL	DRAWN BY: HJ	REVISION: 01
	TYP HEIGHT: 25/25L	ISSUED: TBC/08/17
		DRAWING No: 4 OF 10

GENERAL NOTE:
 ● ALL GLAZING TO COMPLY WITH AS1288 - 2006 GLASS IN BUILDINGS, & WITH AS4055 - 1992 FOR WINDLOADING.
 ● WINDOW HEAD HEIGHT DIMENSIONS ARE NOMINAL AND TO BE TAKEN TO THE FOURTH COURSE.
 ● REFER ENGINEERS DRAWINGS FOR AJ LOCATIONS.
 ● ALL DRAWINGS TO BE IN CONFORMANCE WITH STRUCT. ENGINEER'S DRAWINGS & COMPUTATIONS.
 ● ALL DOWNPIPES TO BE JOINED TO PVC SWD AT BASE OF WREPHOLES TYPICAL.
 Issued by David Madeira on 31/10/2018

PROVIDE ALUMINIUM MESH FLYSCREENS TO AWNING WINDOW SCREENS TO INSIDE OF HOUSE

PROVIDE ALUMINIUM MESH FLYDOORS WITH CATCH (NO LOCK) WITH ALUMINIUM SLD DOORS

LEGEND

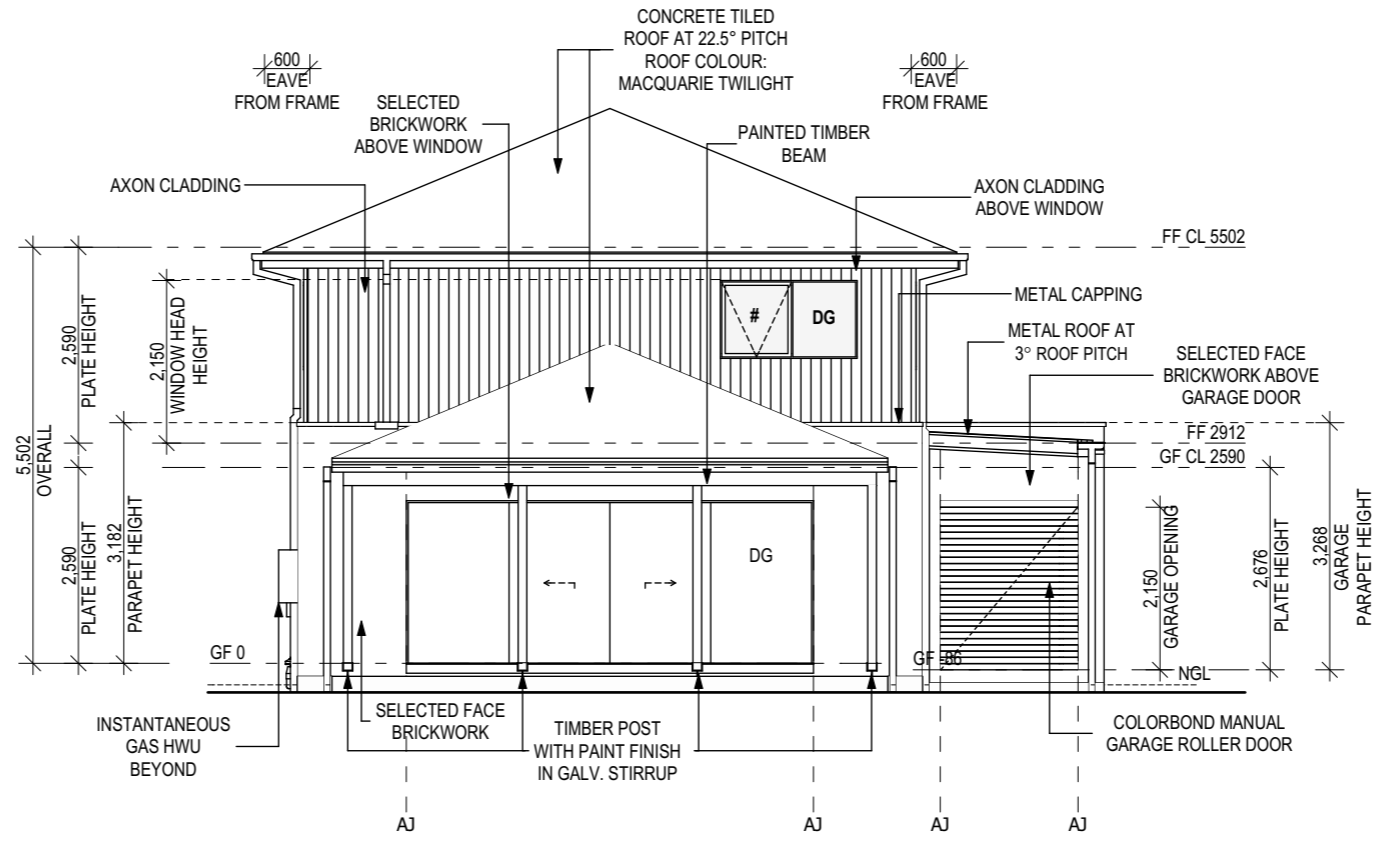
AXON CLADDING

DG DOUBLE GLAZING

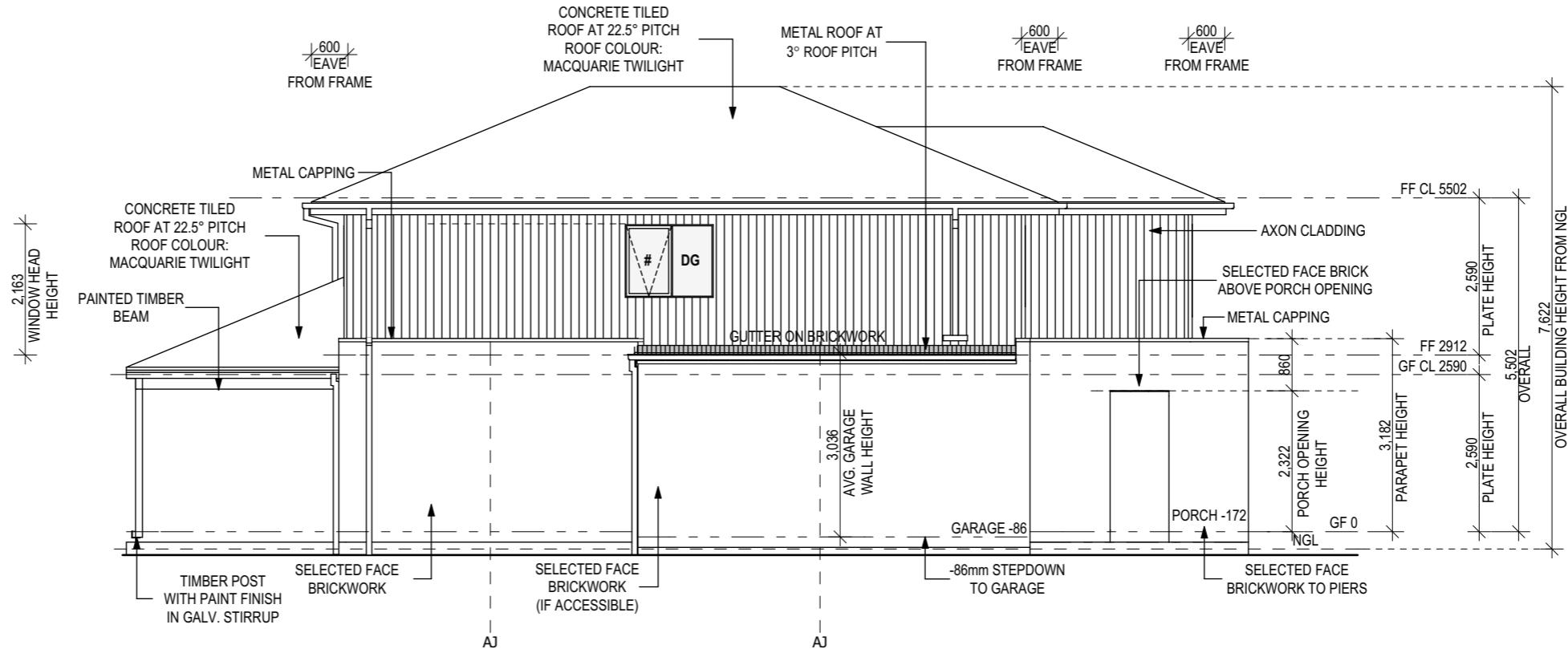
DENOTES: WINDOWS TO UPPER LEVEL WITH A RESTRICTED MAXIMUM 125mm OPENING

WINDOWS IN LIGHTWEIGHT CLADDING, REDUCE REVEAL TO SUIT CLADDING

FIRST FLOOR WINDOW NOTE:
 PAINTED TRIM TO FIRST FLOOR WINDOWS REFER TO PAGE D.6 FOR DETAILS



C REAR ELEVATION 1:100

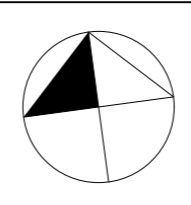


D SIDE ELEVATION 1:100

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 LOT 34 (#18) MYOORA CRESCENT
 GREENVALE, VIC 3059

ELEVATION C & D		JOB No:
HOUSE TYPE: EMPIRE 25	MASTER DRAWING INFO:	36679
FACADE: TRADITIONAL	DRAWN BY: HJ	SCALE: 1:100
	REVISION: 01	DRAWING No:
	TYP HEIGHT: 25/25L	5 OF 10
	ISSUED: TBC/08/17	

Electrical Legend (GF)			
	Ceiling Light Batten	11.00w	7
	Ceiling Light V GROUP LED	11.00w	13
	Sweep Fan Light	11.00w	3
	Wall Mounted	1.00w	1
	Water Proof Flood	15.00w	2
	DBL GPO @ 1150	---	4
	DBL GPO @ 1400	---	2
	DBL GPO @ 200	---	5
	DBL GPO @ 650	---	1
	SNGL CEILING MOUNTED	---	2
	SNGL GPO @ 1650	---	1
	SNGL GPO @ 200	---	1
	SNGL GPO @ 650	---	2
	SNGL WP GPO @ 1150	---	1
	SNGL WP GPO @ 600	---	1
	Data Point	---	1
	Smoke Alarm	---	1
	Telephone Point	---	1
	Television Point	---	1
	Two Way Switch	---	2
	Ceiling Heating Duct	---	4
	Thermostat	---	1

Building Class	Total Area M ²	Total Lights	Total Wattage	Total Wattage M ²	Allow. Wattage
House	187.17 M ²	40	418/W	2.23 M ²	5.00 M ²
Garage	37.28 M ²	2	22/W	0.59 M ²	3.00 M ²
Outdoor	29.96 M ²	3	33/W	1.10 M ²	4.00 M ²
Average				1.86 M ²	4.00 M ²

Note:
Perimeter lights have an average light source efficacy of not less than 40 Lumens/W
Average Wattage Per M² = 1.86
COMPLIES

GENERAL NOTES:

- LOCATIONS OF FIXTURES SHOWN ON PLANS ARE INDICATIVE ONLY AND MAY VARY DUE TO LOCATION OF STRUCTURAL MEMBERS AND TRUSS LAYOUTS
- LOCATIONS OF DUCTED HEATING AND AIR CONDITIONING POSITIONS MAY VARY ON SITE DUE TO MANUFACTURER'S SPECIFICATIONS

STANDARD CONNECTIONS:

- PROVIDE LIGHT POINT & SINGLE GPO IN ROOF SPACE
- WHERE INSTALLED, PROVIDE DIRECT POWER OUTLETS TO UNDER BENCH OVEN AND COOLING UNIT
- SUPPLY & INSTALLATION OF LIGHT FITTINGS ARE NOT INCLUDED. COSTINGS ALLOW ONLY FOR BATTEN HOLDERS UNO

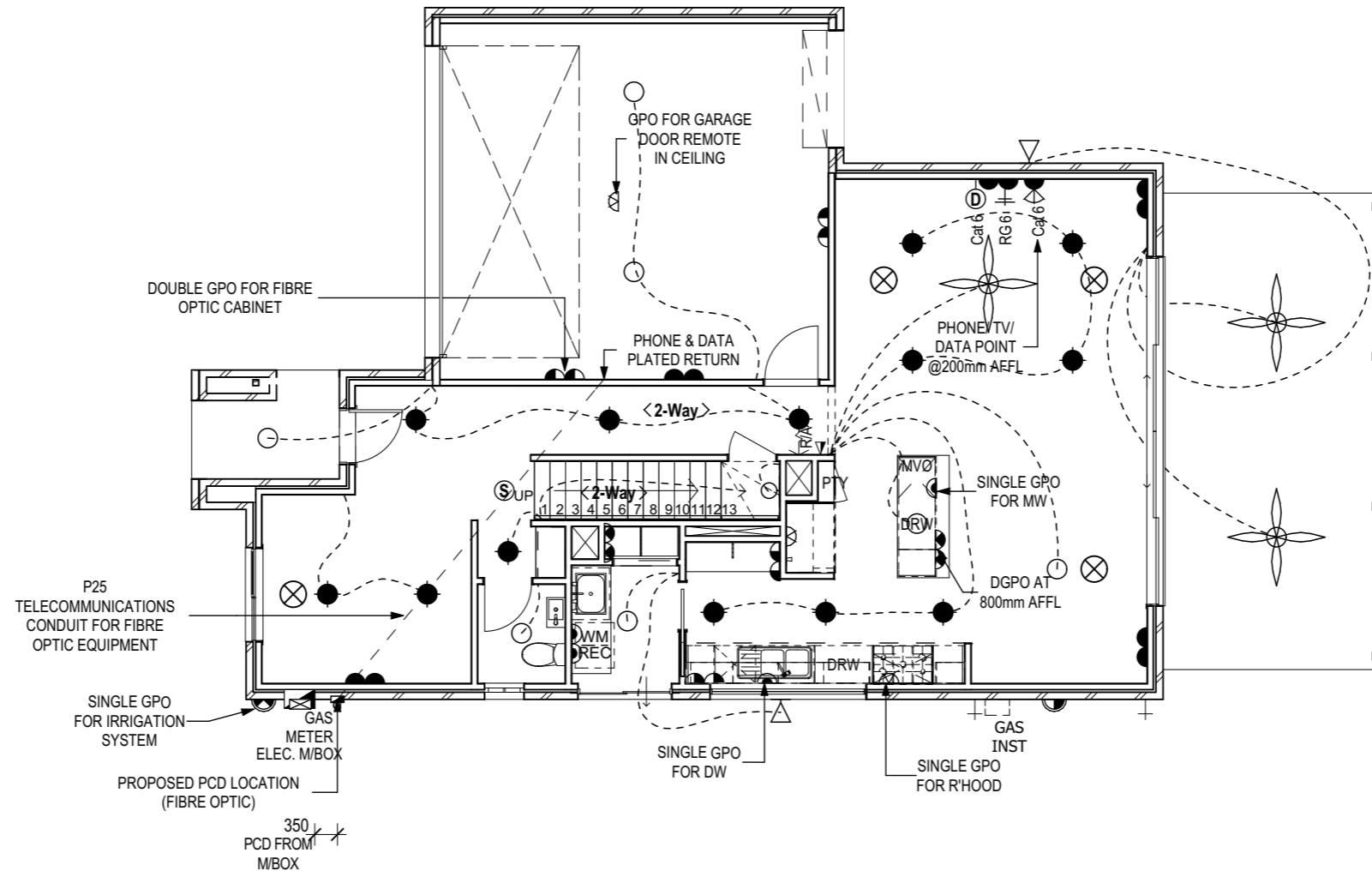
STRUCTURED CABLING - NBN CO FIBRE OPTIC BASIC PACK - DOUBLE STOREY
Provide NBN Co basic fibre optic system including:

- 25mm P20 Telstra conduit and bends with drawstring from nominated garage return location to below meter box
- 2 patch leads

Note: Standard phone point is deleted when above package is selected.

Note: Additional data points are patched to garage and additional phone points are "Daisy Chained"

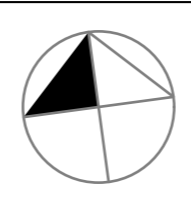
HEATING OUTLETS TO GROUND TO BE SQUARE AS STANDARD



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02							
WI							
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GENERAL NOTES:
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CLIENT:
J. A. ARMSTRONG & K. R. LEWIS

LOT 34 (#18) MYOORA CRESCENT
GREENVALE, VIC 3059

GF ELECTRICAL PLAN			JOB No:
HOUSE TYPE: EMPIRE 25	MASTER DRAWING INFO:	SCALE: 1:100, 1:1	36679
FACADE: TRADITIONAL	DRAWN BY: HJ	REVISION: 01	DRAWING No: 6 OF 10
	TYP HEIGHT: 25/25L	ISSUED: TBC/08/17	

Electrical Legend (FF)			
	Ceiling Exhaust Fan	11.00w	4
	Ceiling Light Batten	11.00w	7
	Ceiling Light 1V Recessed LED	11.00w	8
	Light To Roof Space	1.00w	1
	Recessed Light		2
	Sweep Fan/Light	11.00w	4
	DBL GPO @ 1150	---	3
	DBL GPO @ 200	---	8
	SNGL CEILING MOUNTED	---	1
	Smoke Alarm	---	2
	Two Way Switch	---	1
	Ceiling Heating Duct	---	6
	Heating Unit	---	1

Building Class	Total Area M ²	Total Lights	Total Wattage	Wattage M ²	Allow. Wattage
House	187.17 M ²	40	418/W	2.23 M ²	5.00 M ²
Garage	37.28 M ²	2	22/W	0.59 M ²	3.00 M ²
Outdoor	29.96 M ²	3	33/W	1.10 M ²	4.00 M ²
			Average	1.86 M²	4.00 M²

Note:
 Perimeter lights have an average light source efficacy of not less than 40 Lumens/W
 Average Wattage Per M² = 1.86
 COMPLIES

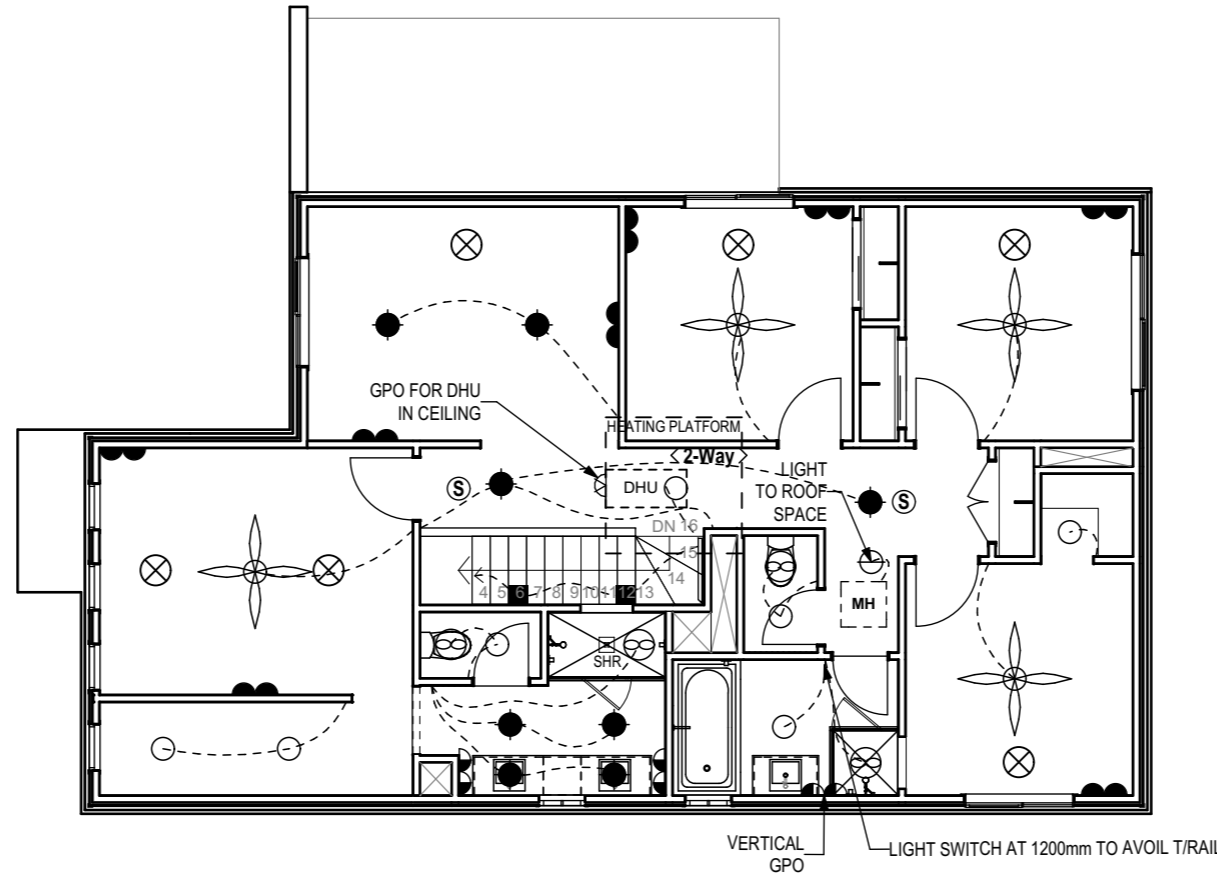
GENERAL NOTES:

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- LOCATIONS OF DUCTED HEATING AND AIR CONDITIONING POSITIONS MAY VARY ON SITE DUE TO MANUFACTURER'S SPECIFICATIONS

STANDARD CONNECTIONS:

- PROVIDE LIGHT POINT & SINGLE GPO IN ROOF SPACE
- WHERE INSTALLED, PROVIDE DIRECT POWER OUTLETS TO UNDER BENCH OVEN AND COOLING UNIT
- SUPPLY & INSTALLATION OF LIGHT FITTINGS ARE NOT INCLUDED. COSTINGS ALLOW ONLY FOR BATTEN HOLDERS UNO

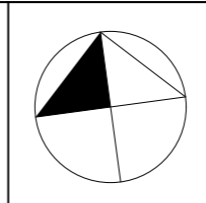
RED TONGUE PLATFORM, FOR HEATER IS TO BE INSTALLED DIRECTLY ON BOTTOM TRUSS CORD - NO BEARERS UNDER PLATFORM



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 LOT 34 (#18) MYOORA CRESCENT
 GREENVALE, VIC 3059

FF ELECTRICAL PLAN			JOB No:
HOUSE TYPE: EMPIRE 25	MASTER DRAWING INFO:	SCALE: 1:100, 1:1	36679
FACADE: TRADITIONAL	DRAWN BY: HJ	REVISION: 01	DRAWING No: 7 OF 10
	TYP HEIGHT: 25/25L	ISSUED: TBC/08/17	

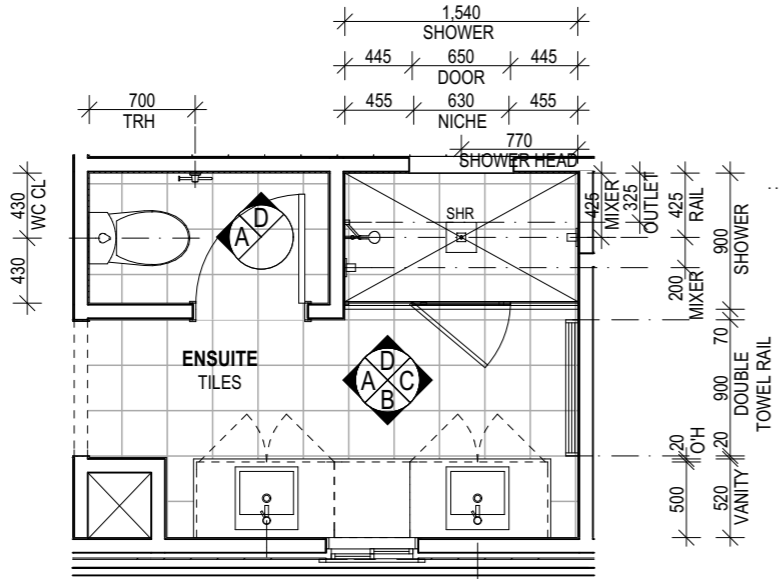
DIMENSIONS TO FINISHED PLASTER

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 - ALL FIXTURES AND FITTINGS ARE SHOWN INDICATIVELY.
 - SHELF SUPPORTS @ MAX. 1500mm CENTRES AS FOLLOWS:
 - ROBE w/ SINGLE HANGING RAIL - 300mm DEEP
 - ROBE w/ DOUBLE HANGING RAIL - 300mm DEEP
 - LINEN/PANTRY: RECESSED 20mm FROM FACE OF SHELF
 - ALLOW 5mm TOLERANCE TO ALL SIDES OF MIRROR(S)
 - PROVIDE WHITE-EDGED BACKING BOARDS TO MIRRORS
 - ALL SHOWER DOORS ARE 650mm WIDE PIVOT DOORS UNO
 - ALL WALL-MOUNTED VANITY FIXTURES TO HAVE NOGGINGS PROVIDED BEHIND FOR SUITABLE FIXINGS.

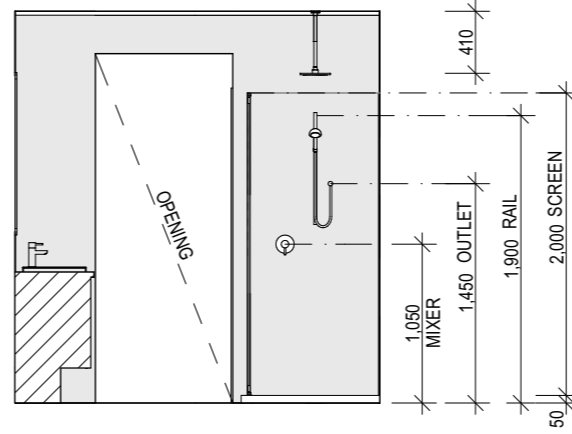
TIMBER STUDS TO BE AT 300 CTRS MAXIMUM IN WET AREAS WHERE FULL HEIGHT TILING OCCURS

LEGEND

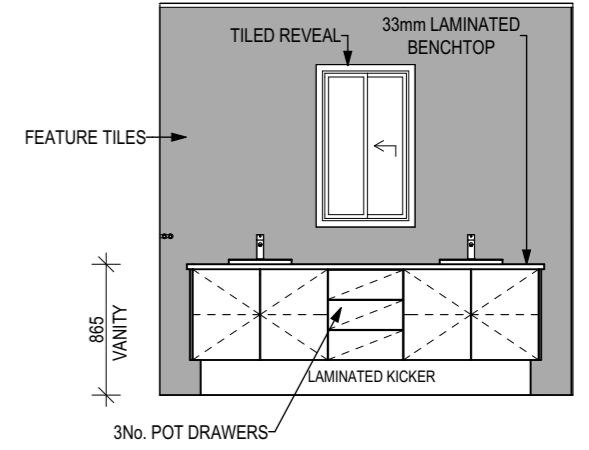
- TILING - MAIN
- TILING - FEATURE



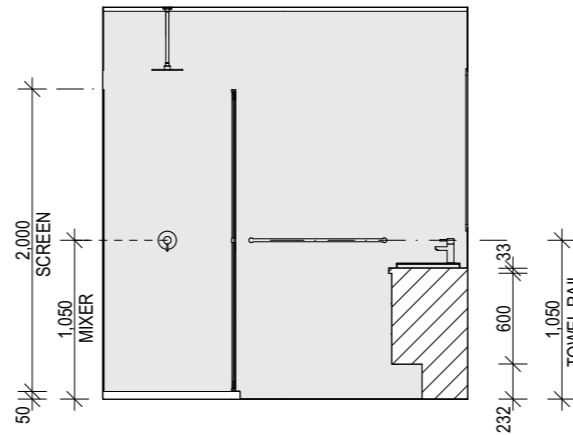
ENSUITE PLAN 1:50



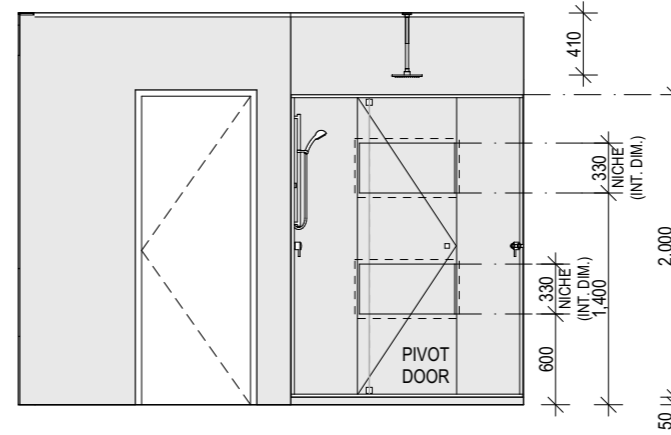
A ENS 1:50



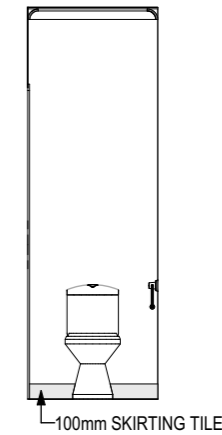
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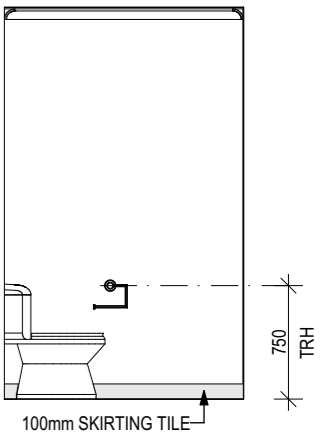
C ENS 1:50



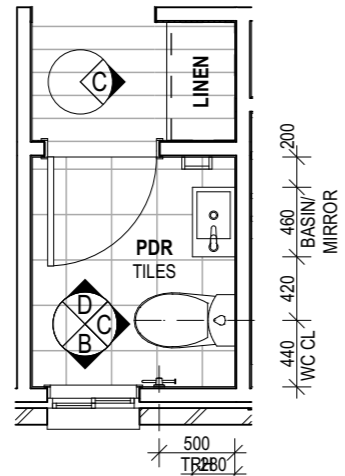
D ENS 1:50



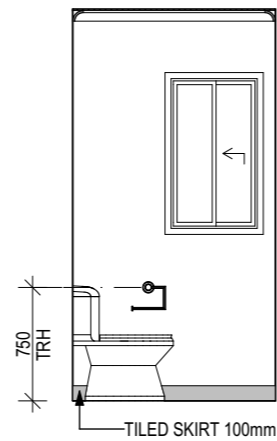
A ENS WC 1:50



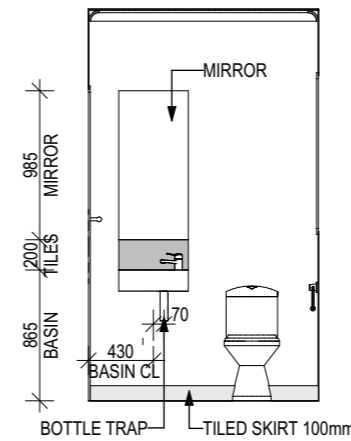
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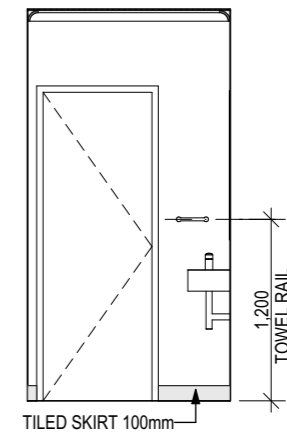
PDR PLAN 1:50



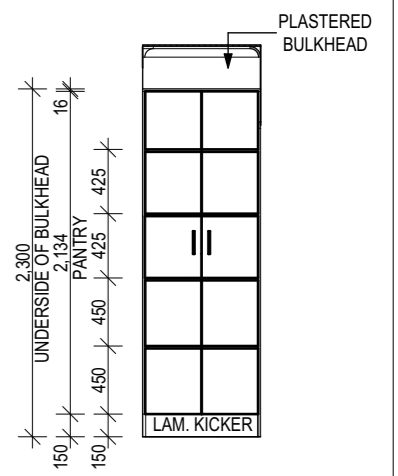
B PDR 1:50



C PDR 1:50



D PDR 1:50

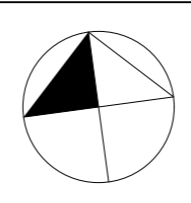


C LINEN 1:50

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LOT 34 (#18) MYOORA CRESCENT
GREENVALE, VIC 3059

INTERNALS 2		HOUSE TYPE: EMPIRE 25	MASTER DRAWING INFO:	SCALE: 1:100, 1:50
FACADE: TRADITIONAL	DRAWN BY: HJ	REVISION: 01	DRAWING No:	9 OF 10
	TYP HEIGHT: 25/25L	ISSUED: TBC/08/17		

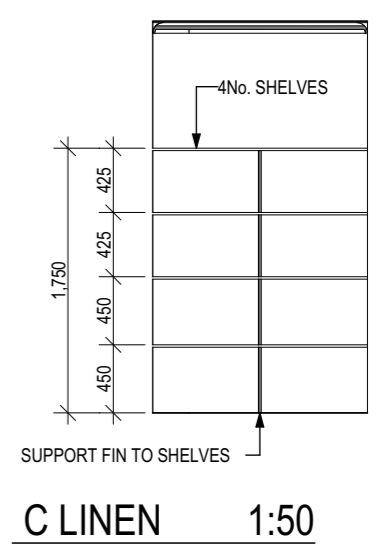
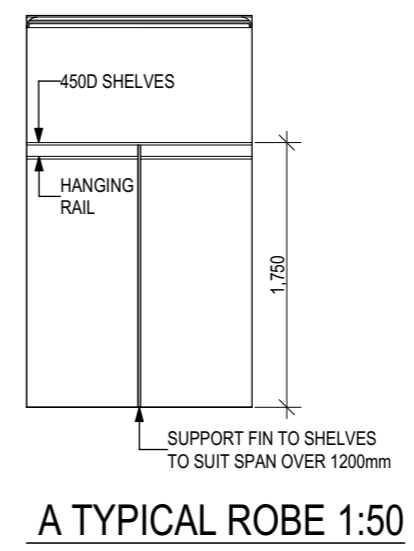
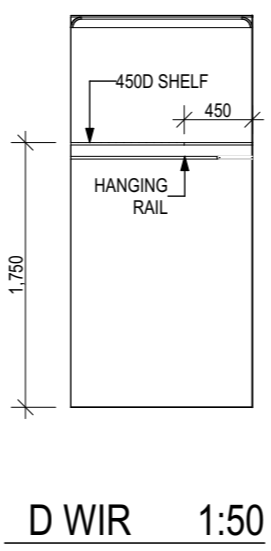
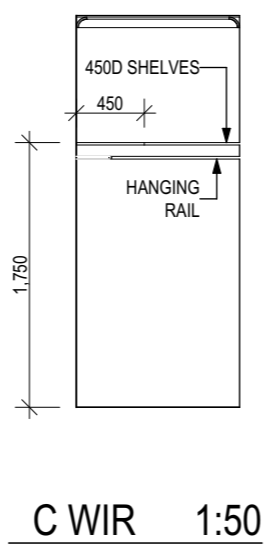
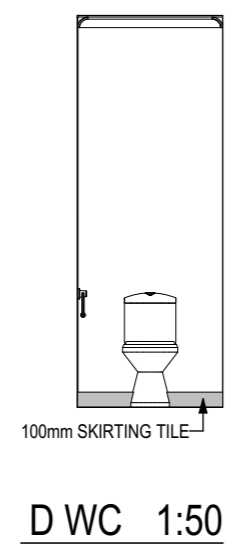
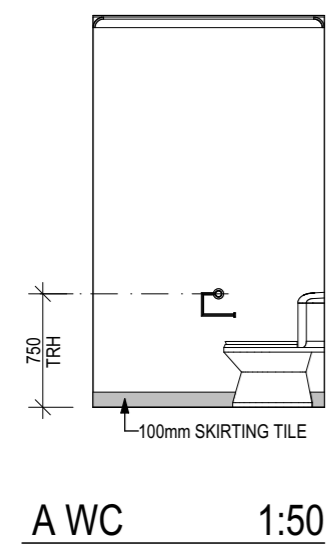
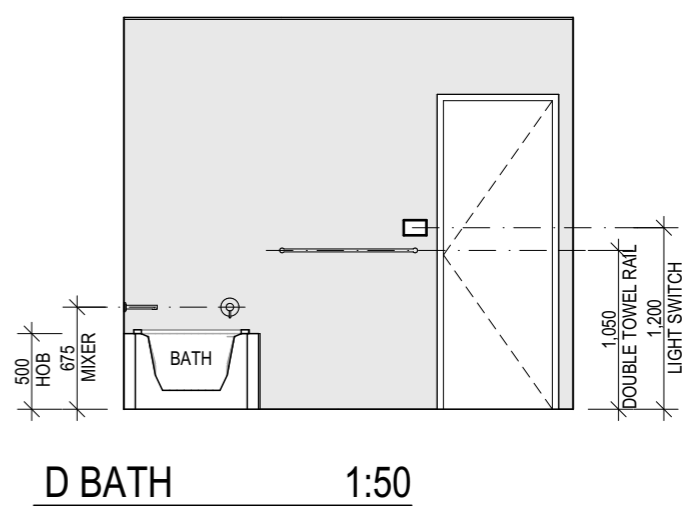
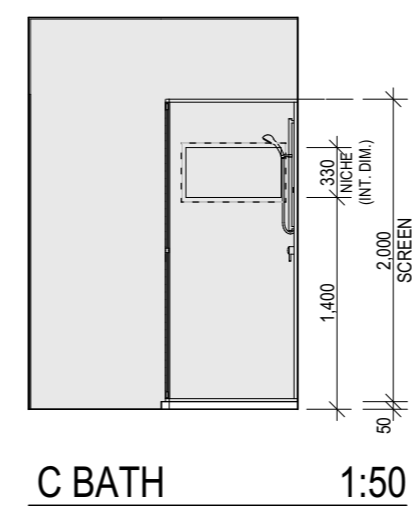
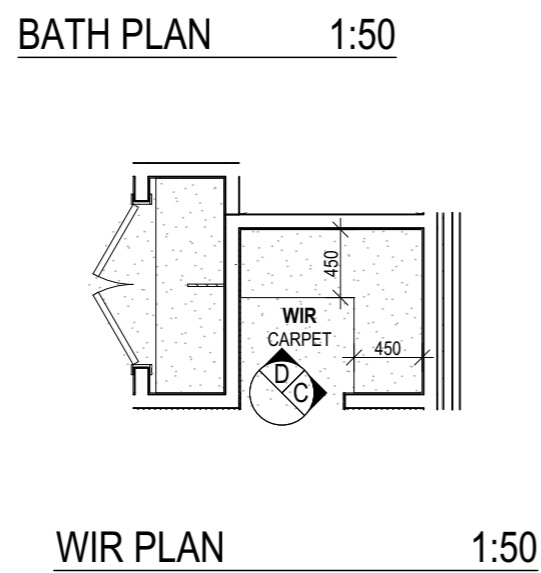
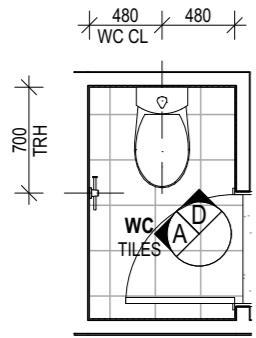
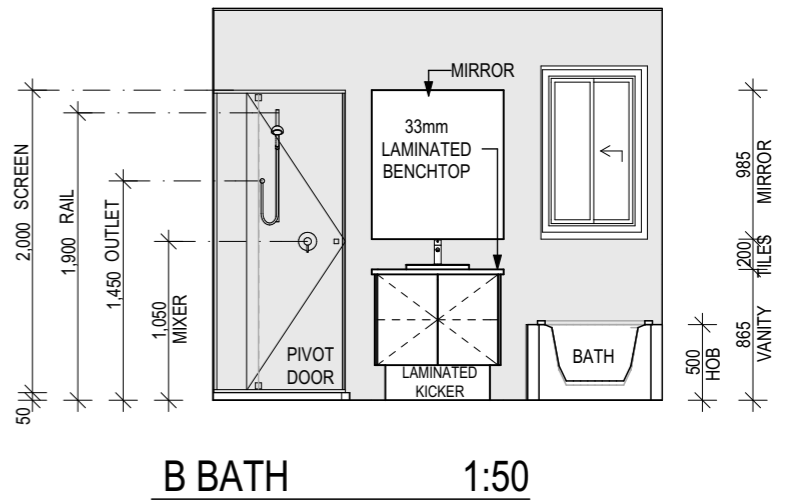
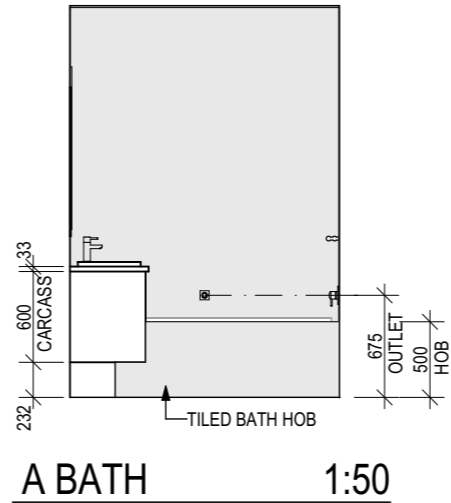
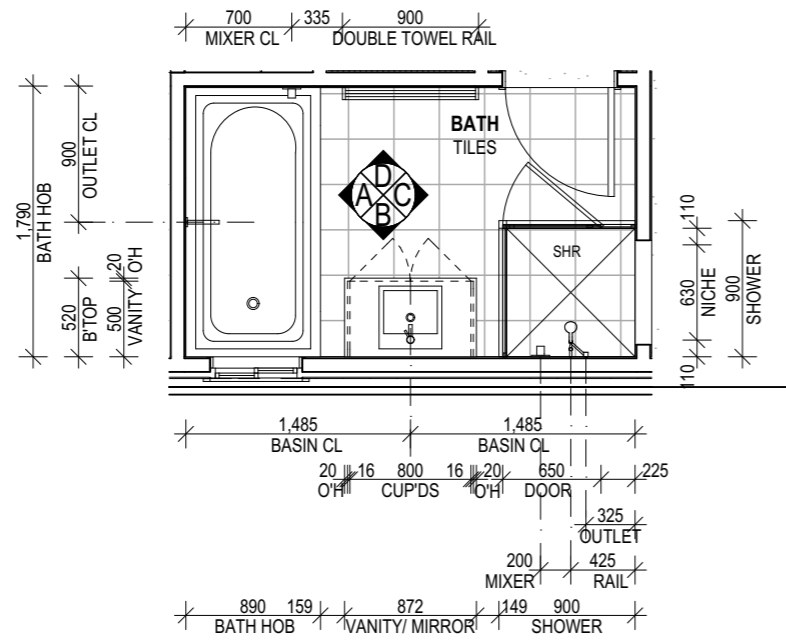
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TIMBER STUDS TO BE AT 300 CTRS MAXIMUM IN WET AREAS WHERE FULL HEIGHT TILING OCCURS

LEGEND

- TILING - MAIN
- TILING - FEATURE



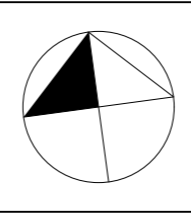
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CLIENT:
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LOT 34 (#18) MYOORA CRESCENT
 GREENVALE, VIC 3059

INTERALS 3		JOB No: 36679
HOUSE TYPE: EMPIRE 25	MASTER DRAWING INFO:	SCALE: 1:100, 1:50
FACADE: TRADITIONAL	DRAWN BY: HJ	REVISION: 01
	TYP HEIGHT: 25/25L	ISSUED: TBC/08/17
		DRAWING No: 10 OF 10

LANDSCAPE NOTES

- SERVICES FROM FRONT OF PROPERTY ARE TO BE HIDDEN FROM PUBLIC VIEW BY PLANTINGS OR SCREENING.
- SHRUBS TO BE MINIMUM 1000mm FROM A MIN. Ø150mm. POT SIZE.
- TREES TO BE MINIMUM 3000mm HIGH AT TIME OF PLANTING.
- IF LANDSCAPE DESIGN OR SELECTION OF SPECIES IS ALTERED BY OWNER IT IS THE RESPONSIBILITY OF THE OWNER TO OBTAIN APPROVAL AS NECESSARY.

LANDSCAPE LEGEND

- GRASS / LAWN / TURF
- MULCH / PINE BARK
- PEBBLES / GRAVEL / TOPPINGS

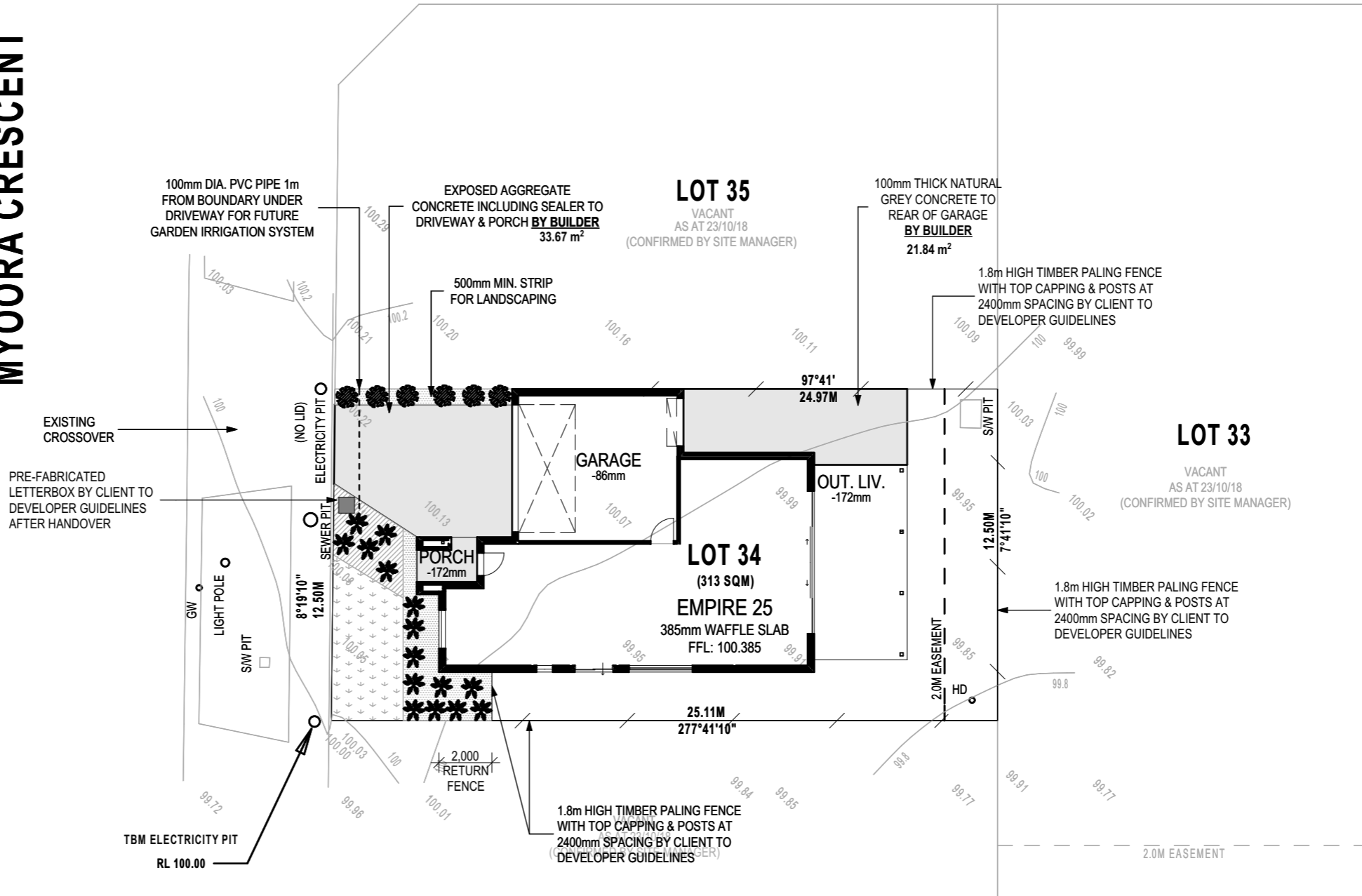
QTY	SYMBOL	SPECIES	POT SIZE
15 No.		PLANTS	200mm
6 No.		SHRUBS	600mm

THIS PLAN IS INDICATIVE & SHOWS GENERAL INTENT OF PROPOSED LANDSCAPING WORKS AND HAS BEEN PROVIDED FOR DEVELOPER APPROVAL. ACTUAL EXTENT AND LOCATION OF GROUND COVER AND PLANTINGS MAY VARY.

LANDSCAPING BY BUILDER TO DEVELOPER REQUIREMENTS

MYOORA CRESCENT

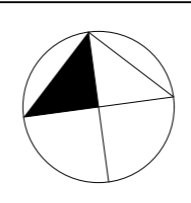
MYOORA CRESCENT



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LANDSCAPING PLAN			JOB No: 36679
HOUSE TYPE: EMPIRE 25	MASTER DRAWING INFO:	SCALE: 1:200	DRAWING No: D.1 OF 10
FACADE: TRADITIONAL	DRAWN BY: HJ	REVISION: 01	
	TYP HEIGHT: 25/25L	ISSUED: TBC/08/17	

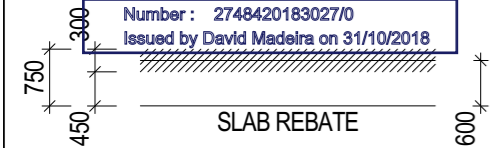
EXCLUSION ZONE

STORMWATER

•STORMWATER PIPES TO BE INSTALLED 600mm FROM PERIMETER OF BUILDING AND CONNECTED TO LEGAL POINT OF DISCHARGE. EXCLUSION ZONE IS IN PLACE 150mm EITHER SIDE OF THE STORMWATER PIPES

SEWER

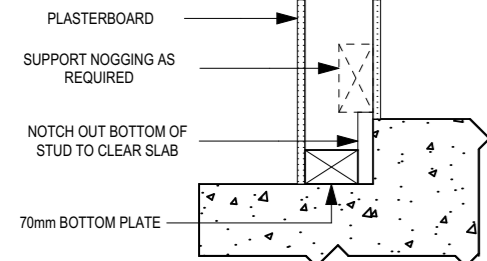
•REFER PROPERTY SERVICES DRAINAGE PLAN FOR SEWER MAINS AND BUILDING PERMIT



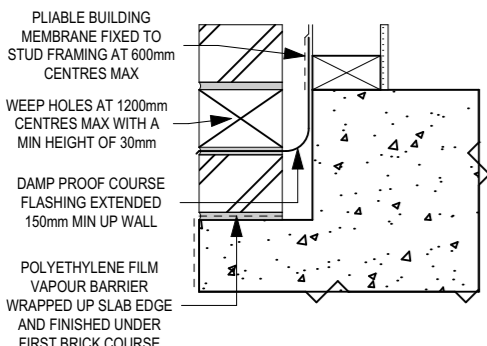
NOTE

IT IS THE RESPONSIBILITY OF THE OWNER TO CHECK FOR UNDERGROUND PIPES PRIOR TO ANY EARTHWORKS CONDUCTED AFTER HANDOVER. THE BUILDER WILL NOT BE LIABLE FOR DAMAGE TO EXISTING PIPES BY THE OWNER AFTER HANDOVER.

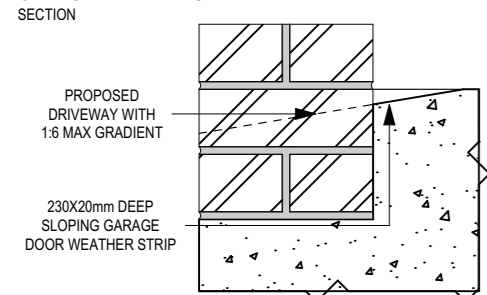
GARAGE STEP DOWN



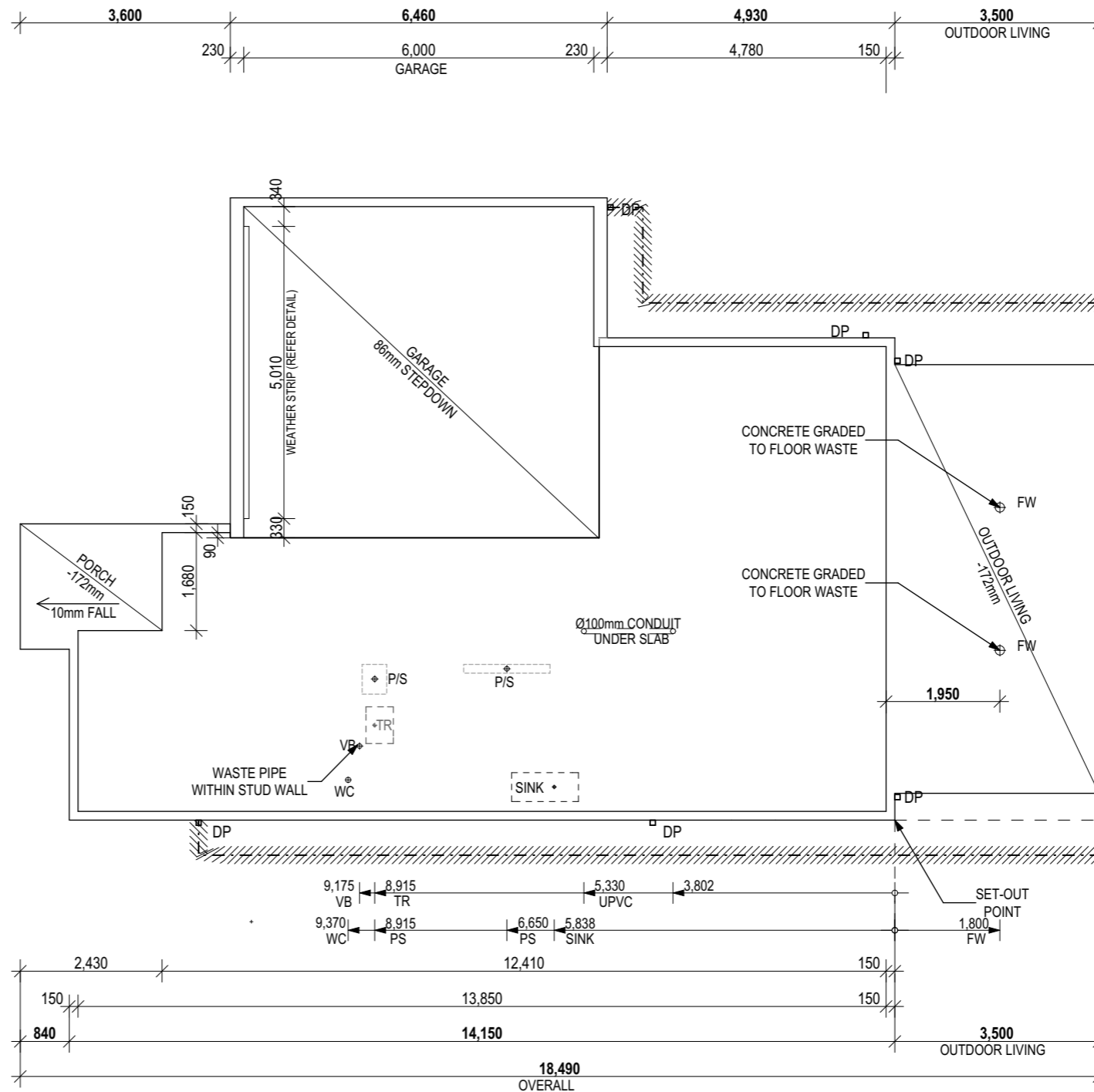
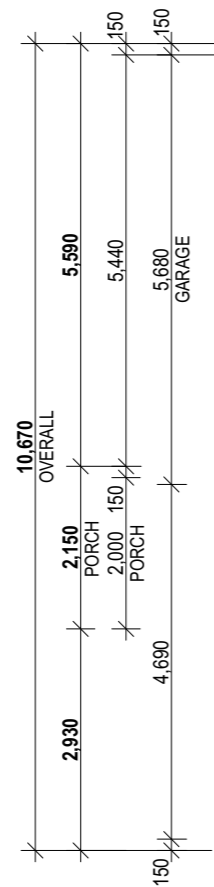
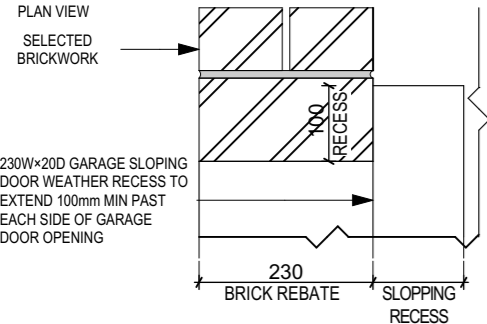
PORCH/OUTDOOR LIV STEPDOWN



GARAGE WEATHER STRIP SECTION



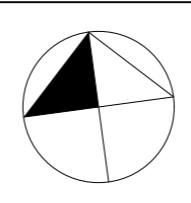
GARAGE WEATHER STRIP PLAN VIEW



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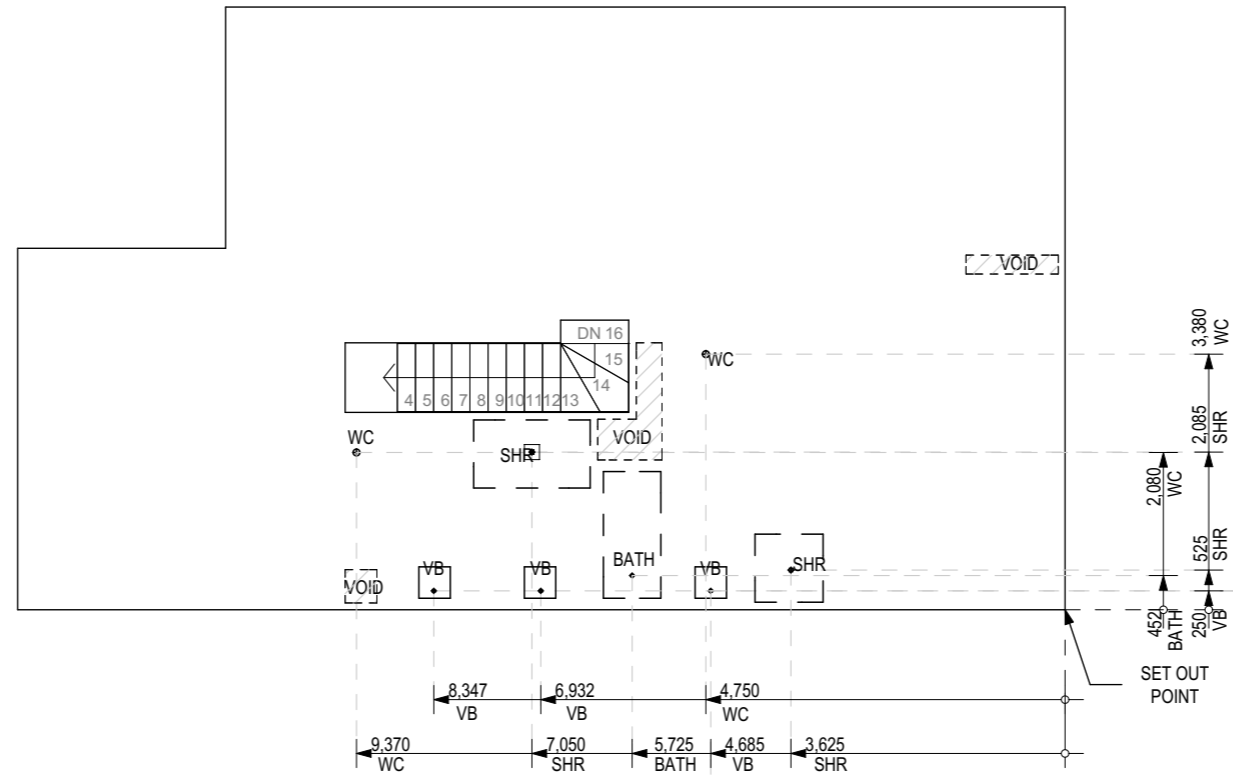
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SLAB PLAN		JOB No: 36679
HOUSE TYPE: EMPIRE 25	MASTER DRAWING INFO:	SCALE: 1:100, 1:10
FACADE: TRADITIONAL	DRAWN BY: HJ	REVISION: 01
	TYP HEIGHT: 25/25L	ISSUED: TBC/08/17
		DRAWING No: D.2 OF 10

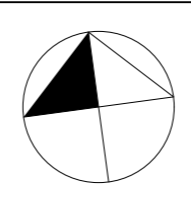
NOTE: ALL DIMESIONS ARE TO THE OUTSIDE OF THE STUD.



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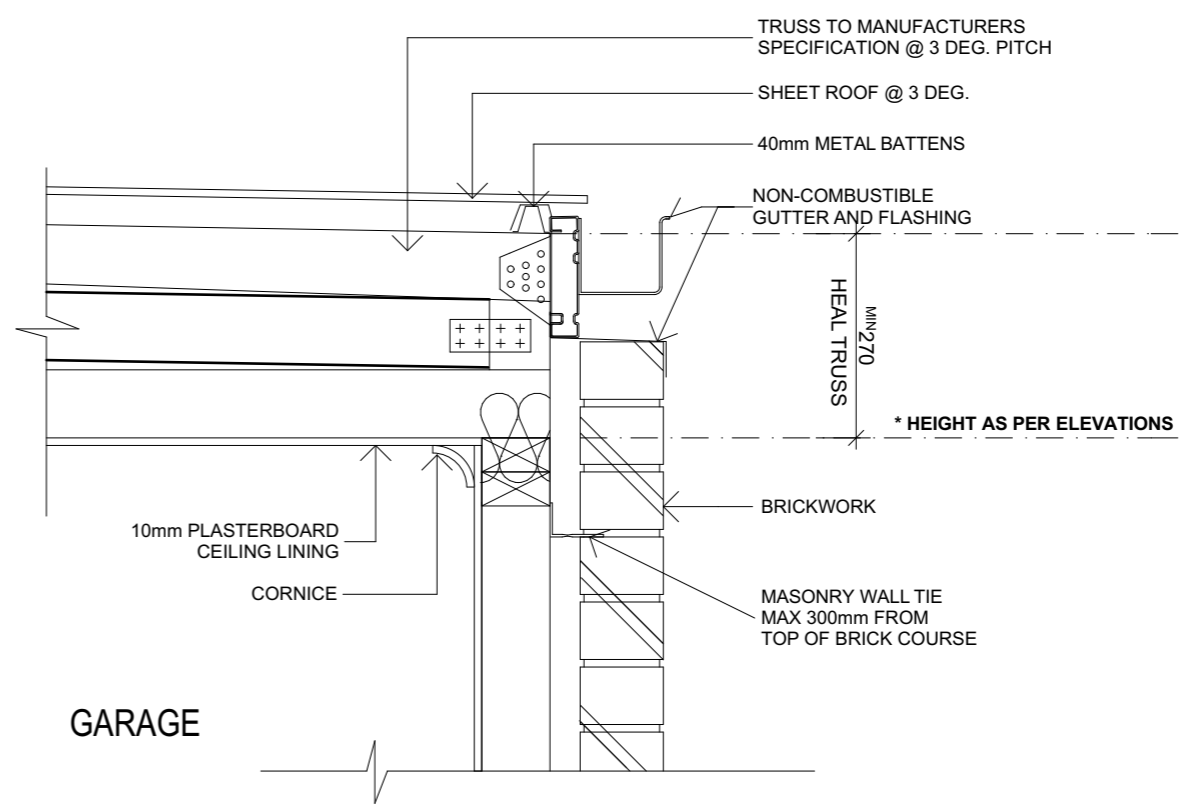
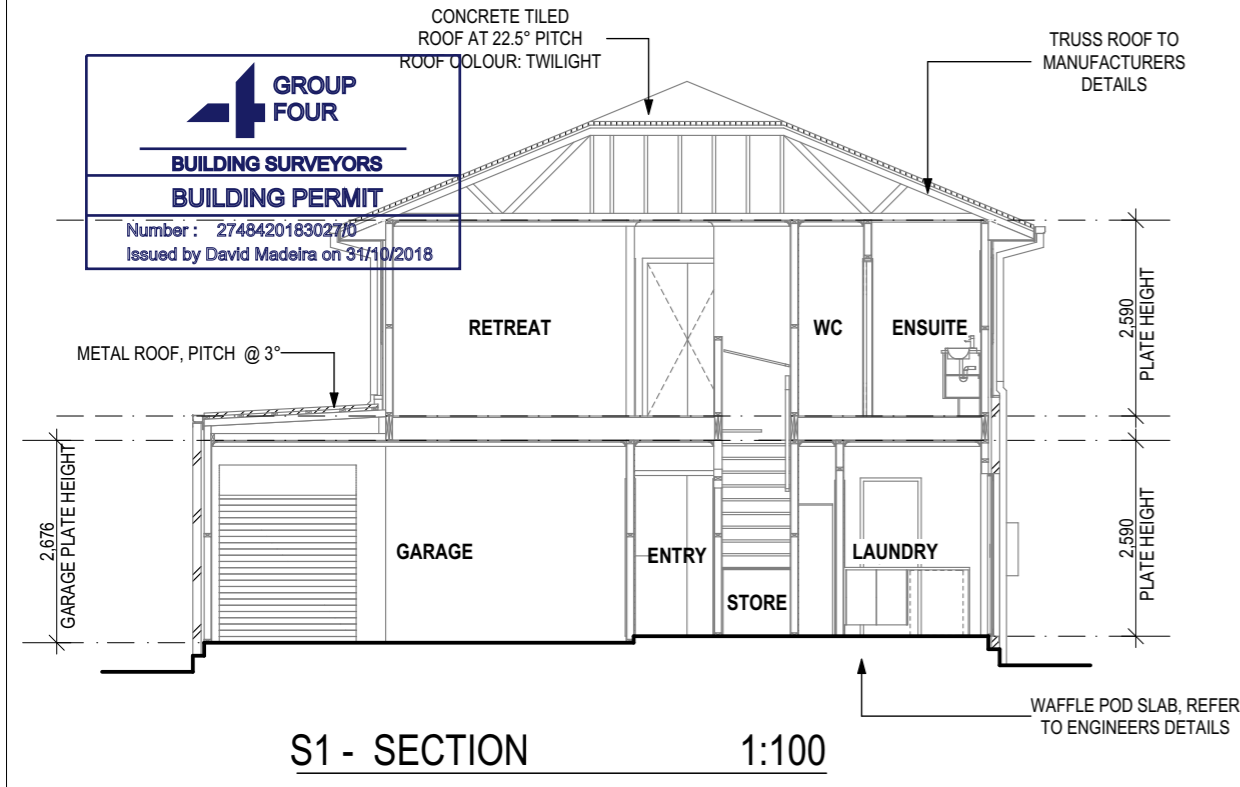
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 GREENVALE, VIC 3059

FIRST FLOOR PLUMBING PLAN			JOB No: 36679
HOUSE TYPE: EMPIRE 25	MASTER DRAWING INFO:	SCALE: 1:10, 1:100	
FACADE: TRADITIONAL	DRAWN BY: HJ	REVISION: 01	DRAWING No: D.3 OF 10
	TYP HEIGHT: 25/25L	ISSUED: TBC/08/17	



3.12.1.1 BUILDING FABRIC THERMAL INSULATION

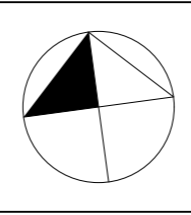
- A) WHERE REQUIRED, INSULATION MUST COMPLY WITH AS/NZS 4859.1 AND BE INSTALLED SO THAT IT -
- I) ABUTS OR OVERLAPS ADJOINING INSULATION OTHER THAN AT SUPPORTING MEMBERS SUCH AS COLUMNS, STUDS, NOGGINS, JOISTS, FURRING CHANNELS AND THE LIKE WHERE THE INSULATION MUST BUTT AGAINST THE MEMBER; AND
 - II) FORMS A CONTINUOUS BARRIER WITH CEILINGS, WALLS, BULKHEADS, FLOORS OR THE LIKE THAT INHERENTLY CONTRIBUTE TO THE THERMAL BARRIER; AND
 - III) DOES NOT AFFECT THE SAFE OR EFFECTIVE OPERATION OF A DOMESTIC SERVICE OR FITTING
- B) WHERE REQUIRED, REFLECTIVE INSULATION MUST BE INSTALLED WITH -
- I) THE NECESSARY AIRSPACE, TO ACHIEVE THE REQUIRED R-VALUE BETWEEN A REFLECTIVE SIDE OF THE REFLECTIVE INSULATION AND A BUILDING LINING OR CLADDING; AND
 - II) THE REFLECTIVE INSULATION CLOSELY FITTED AGAINST ANY PENETRATION, DOOR OR WINDOW OPENING; AND
 - III) THE REFLECTIVE INSULATION ADEQUATELY SUPPORTED BY FRAMING MEMBERS; AND
 - IV) EACH ADJOINING SHEET OF ROLL MEMBRANE BEING -
 - A) OVERLAPPED NOT LESS THAN 150MM; OR
 - B) TAPED TOGETHER.
- C) WHERE REQUIRED, BULK INSULATION MUST BE INSTALLED SO THAT -
- I) IT MAINTAINS ITS POSITION AND THICKNESS, OTHER THAN WHERE IT CROSSES ROOF BATTENS, WATER PIPES, ELECTRICAL CABLING OR THE LIKE; AND
 - II) IN A CEILING, WHERE THERE IS NO BULK INSULATION OR REFLECTIVE INSULATION IN THE EXTERNAL WALL BENEATH, IT OVERLAPS THE EXTERNAL WALL BY NOT LESS THAN 50MM.

ENERGY EFFICIENCY REQUIREMENTS					
	BULK R-VALUE	TYPE OF FOIL	NUMBER OF LAYER	POSITION OF FOIL	NOTES
CEILINGS	6.0	N/A	N/A		NO BULK INSULATION IN GARAGE
WALLS	2.5	AG	1	ON OUTSIDE OF STUD FRAME	R2.5 BULK WALLS BETWEEN GARAGE/DWELLING
FLOORS	0.8	N/A	N/A		WAFFLEPOD (AS PER CSIRO SPECIFICATION)
WALLS INT.	N/A	N/A	N/A		
DBL STOREY	2.5	N/A	N/A		BULK INSULATION TO OVERHANGING FLOORS

NOTES
 INCLUDES R2.5 PERIMETER WALL BATTS TO CEILING TO AVOID CEILING INSULATION COMPRESSION AS PER THE NCC
 SEAL GAPS & CRACKS. CAULKING AROUND ALL EXTERNAL WALL ARCHITRAVES TO ENSURE SEALED TO PLASTERBOARD LINING
 SEAL AND WEATHER STRIP ENTRY DOOR, GARAGE ACCESS DOOR AND IF APPLICABLE EXTERNAL LAUNDRY HINGE DOOR,
 WEATHER STRIP GARAGE REAR DOOR IF BAL 12.5 APPLIES
 EXHAUST FANS INCLUDING DRAUGHTSTOPS
 RECYCLE WATER TO ESTATE

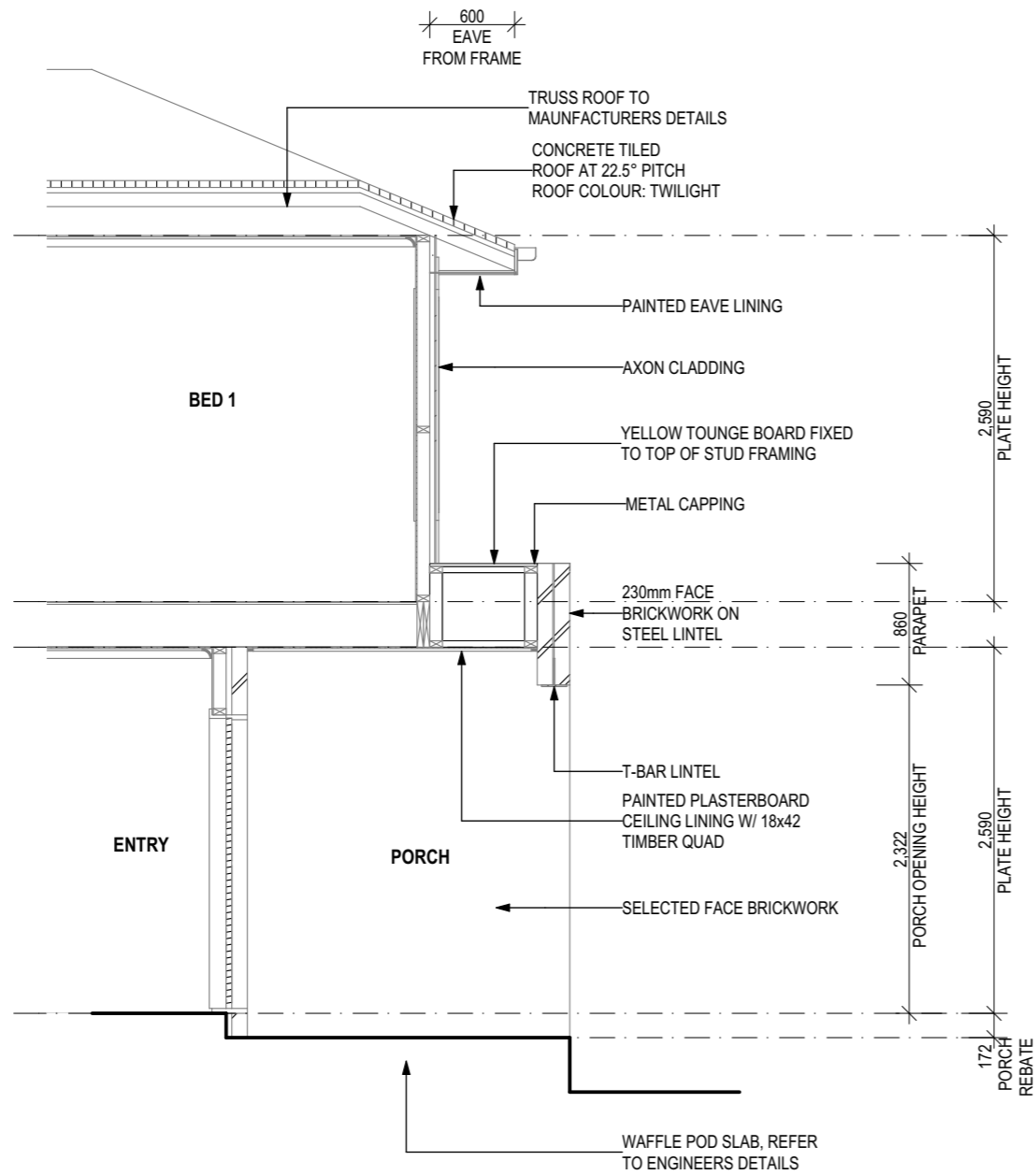
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01	DA PLANS & VO1	TT	08/08/18				
	PSI, FINALS & VO. 2	LL	23/10/18				

GENERAL NOTES:
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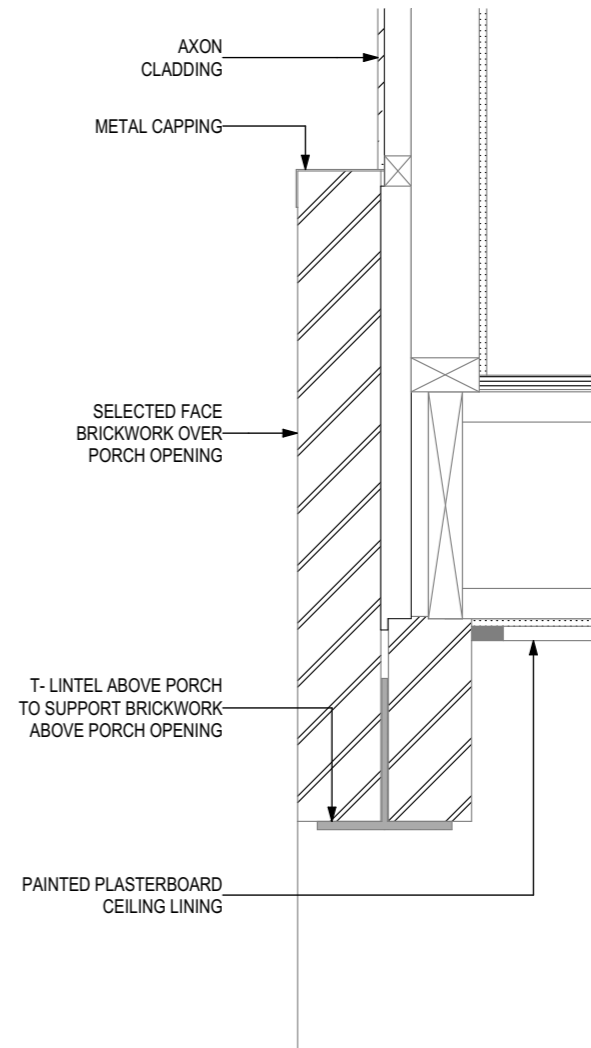


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 LOT 34 (#18) MYOORA CRESCENT
 GREENVALE, VIC 3059

SECTIONS			JOB No:
HOUSE TYPE: EMPIRE 25	MASTER DRAWING INFO:	SCALE: 1:100, 1:10	36679
FACADE: TRADITIONAL	DRAWN BY: HJ	REVISION: 01	DRAWING No: D.4 OF 10
	TYP HEIGHT: 25/25L	ISSUED: TBC/08/17	



S2 - SECTION 1:50

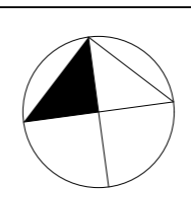


S3 - SECTION 1:10

ID	REVISION	BY	DATE
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	PSI, FINALS & VO. 2	LL	23/10/18

ID	REVISION	BY	DATE

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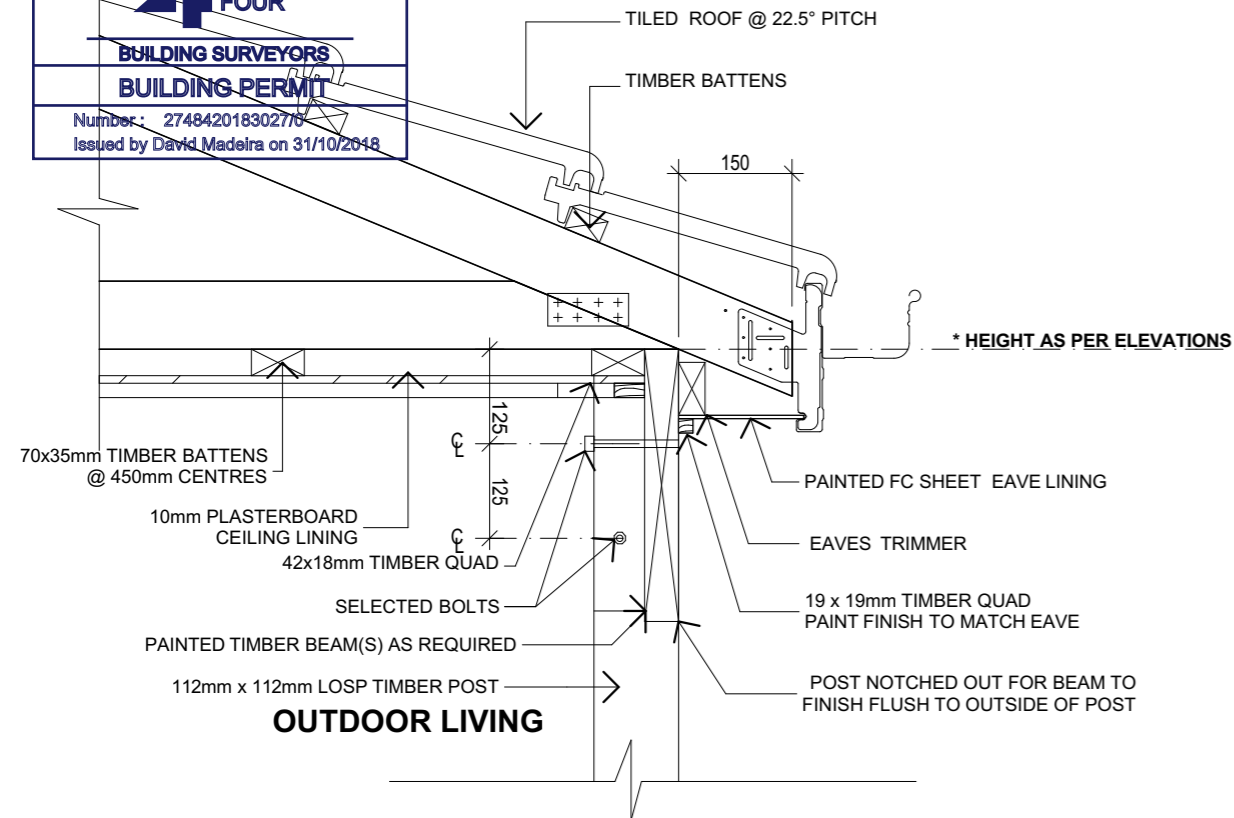


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 GREENVALE, VIC 3059

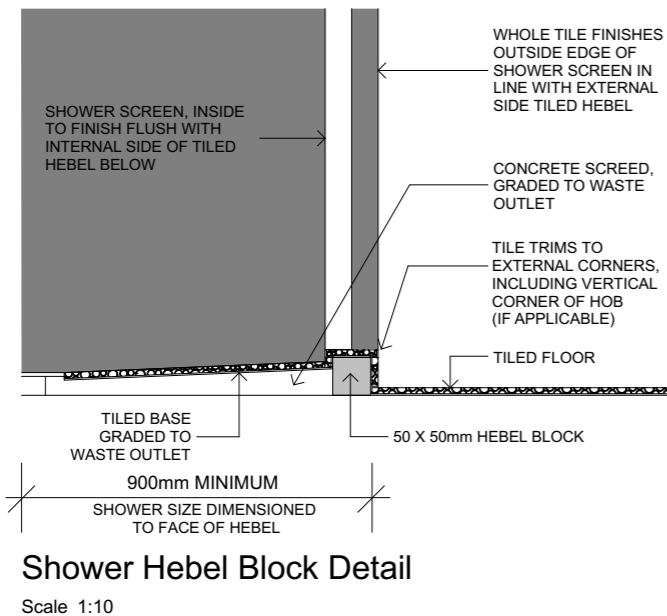
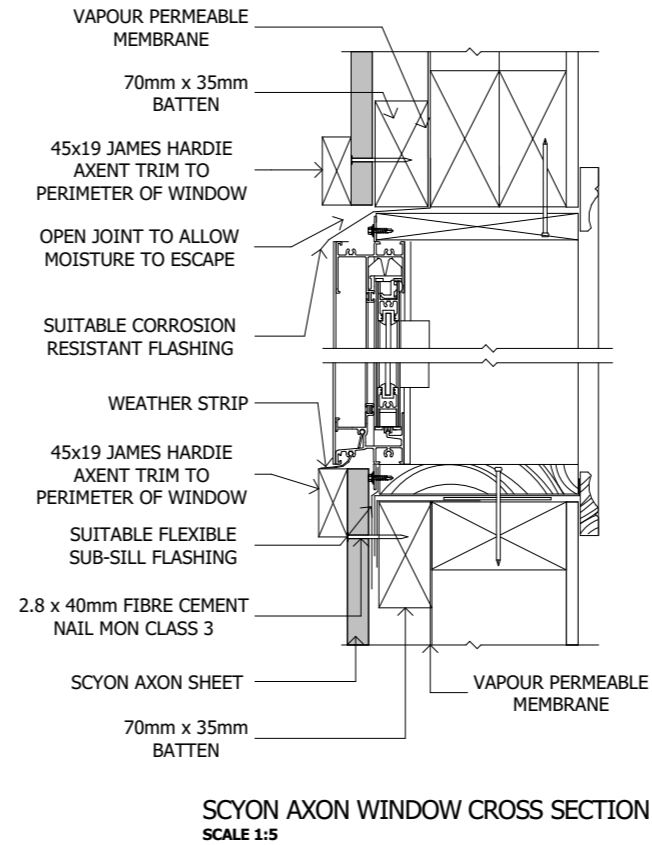
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TRADITIONAL		EMPIRE 25	DRAWN BY: HJ	1:50, 1:10
			REVISION: 01	DRAWING No:
			TYP HEIGHT: 25/25L	D.5 OF 10
			ISSUED: TBC/08/17	

JOB No:
36679

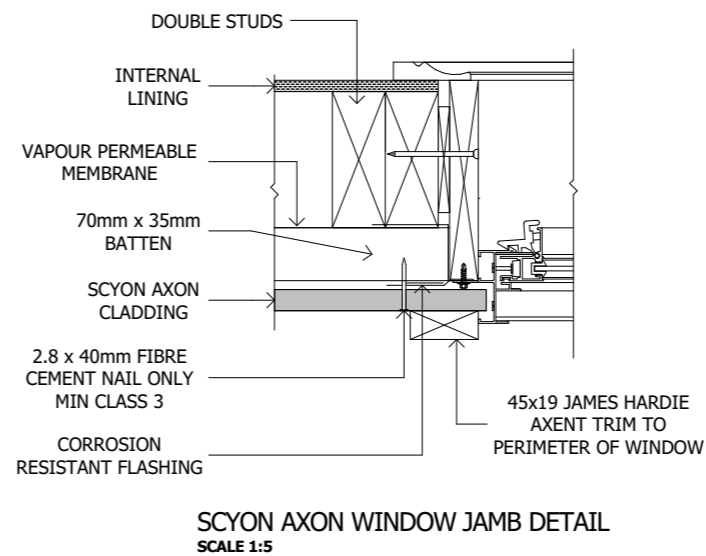
GROUP FOUR
BUILDING SURVEYORS
BUILDING PERMIT
 Number: 27484201830270
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OUTDOOR LIVING EAVE 1:10



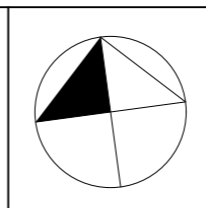
SHOWER HEBEL BLOCK 1:10



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ID	REVISION	BY	DATE	ID	REVISION	BY	DATE
01	DA PLANS & VO1	TT	08/08/18				
	PSI, FINALS & VO. 2	LL	23/10/18				

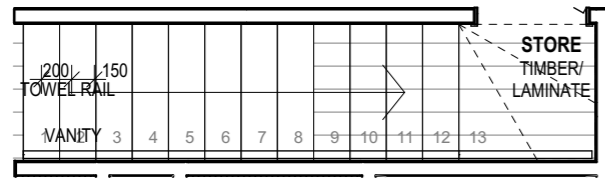
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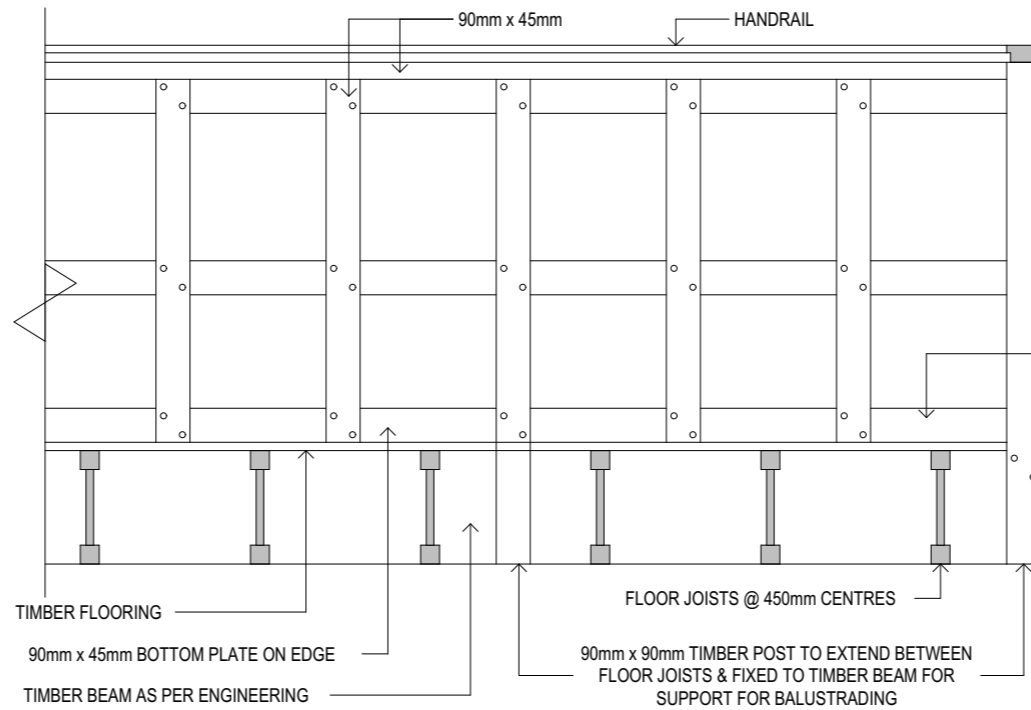
CLIENT:
J. A. ARMSTRONG & K. R. LEWIS
 LOT 34 (#18) MYOORA CRESCENT
 GREENVALE, VIC 3059

DETAILS			JOB No:
HOUSE TYPE: EMPIRE 25	MASTER DRAWING INFO:	SCALE: 1:10, 1:5	36679
FACADE: TRADITIONAL	DRAWN BY: HJ	REVISION: 01	DRAWING No: D.6 OF 10
	TYP HEIGHT: 25/25L	ISSUED: TBC/08/17	

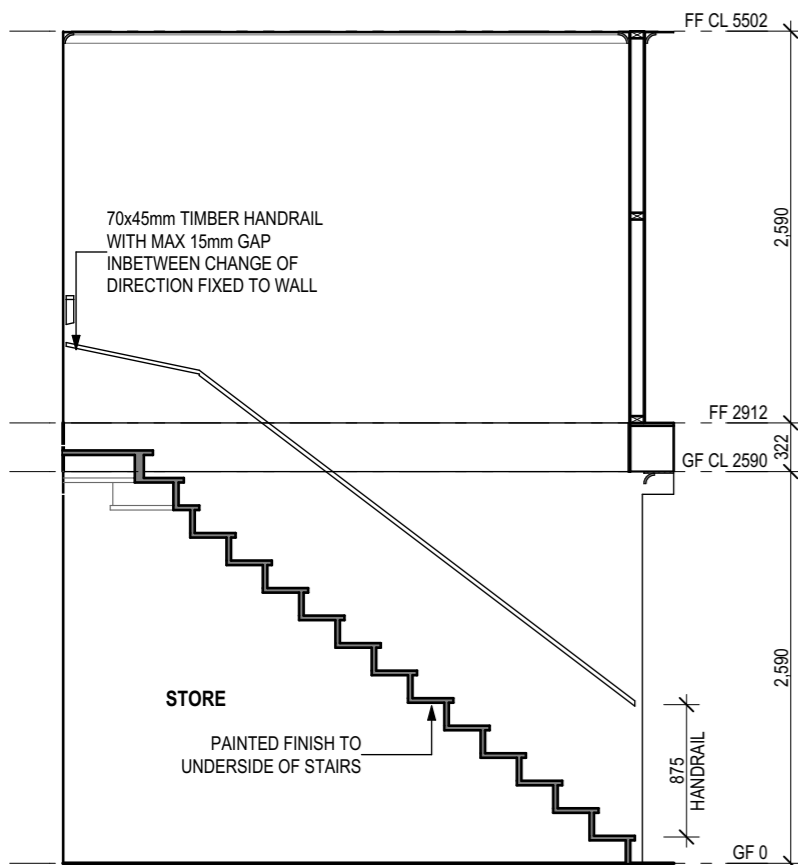
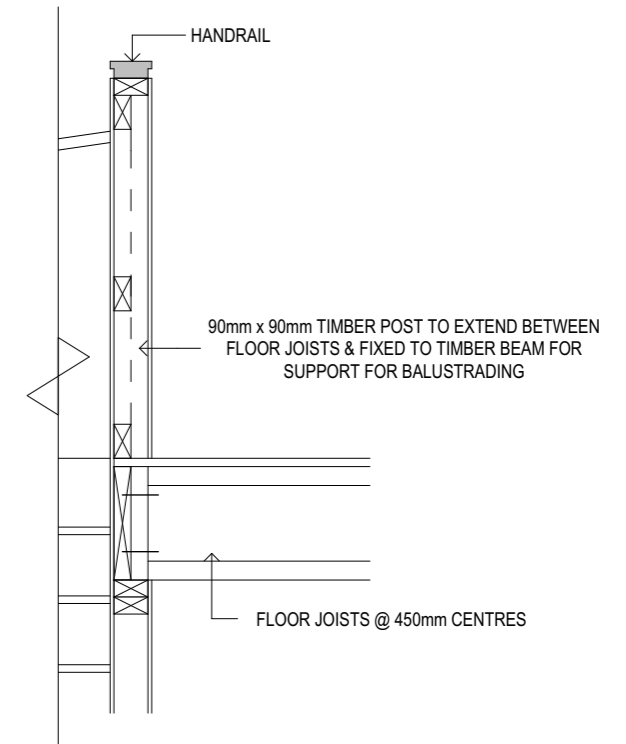
GROUP FOUR
BUILDING SURVEYORS
BUILDING PERMIT
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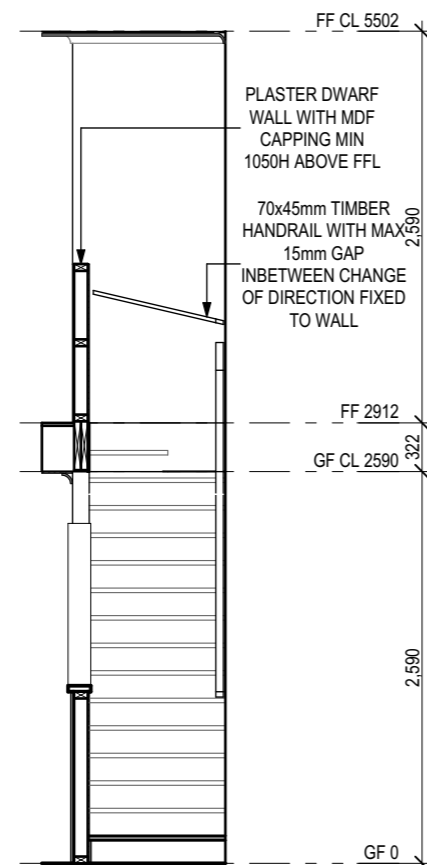
STAIRS PLAN 1:50



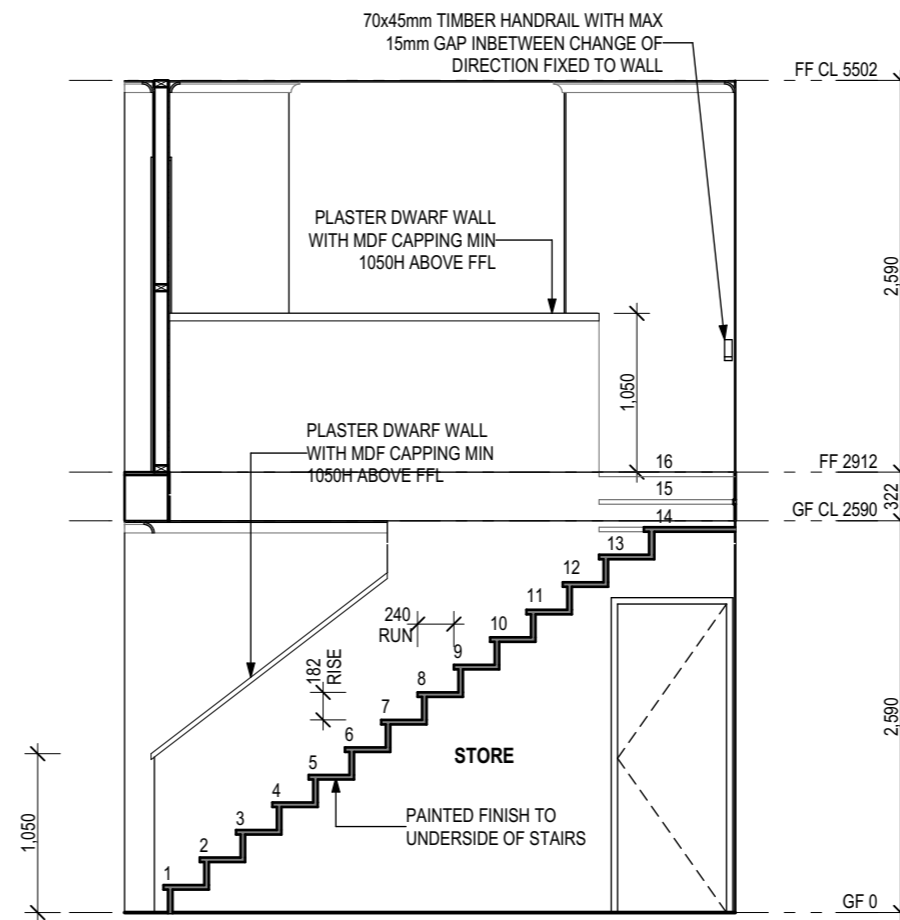
BALUSTRADE FRAMING DETAIL
 SCALE 1:20



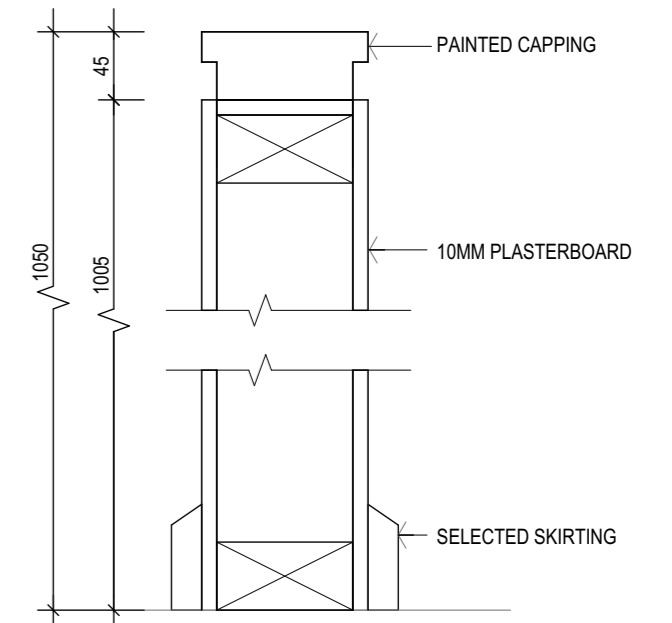
B STAIRS 1:50



C STAIRS 1:50



D STAIRS 1:50



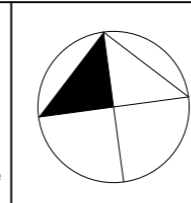
D9 - STAIR WALL CAPPING DETAIL

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ID	REVISION	BY	DATE
01	DA PLANS & VO1	TT	08/08/18
	PSI, FINALS & VO. 2	LL	23/10/18

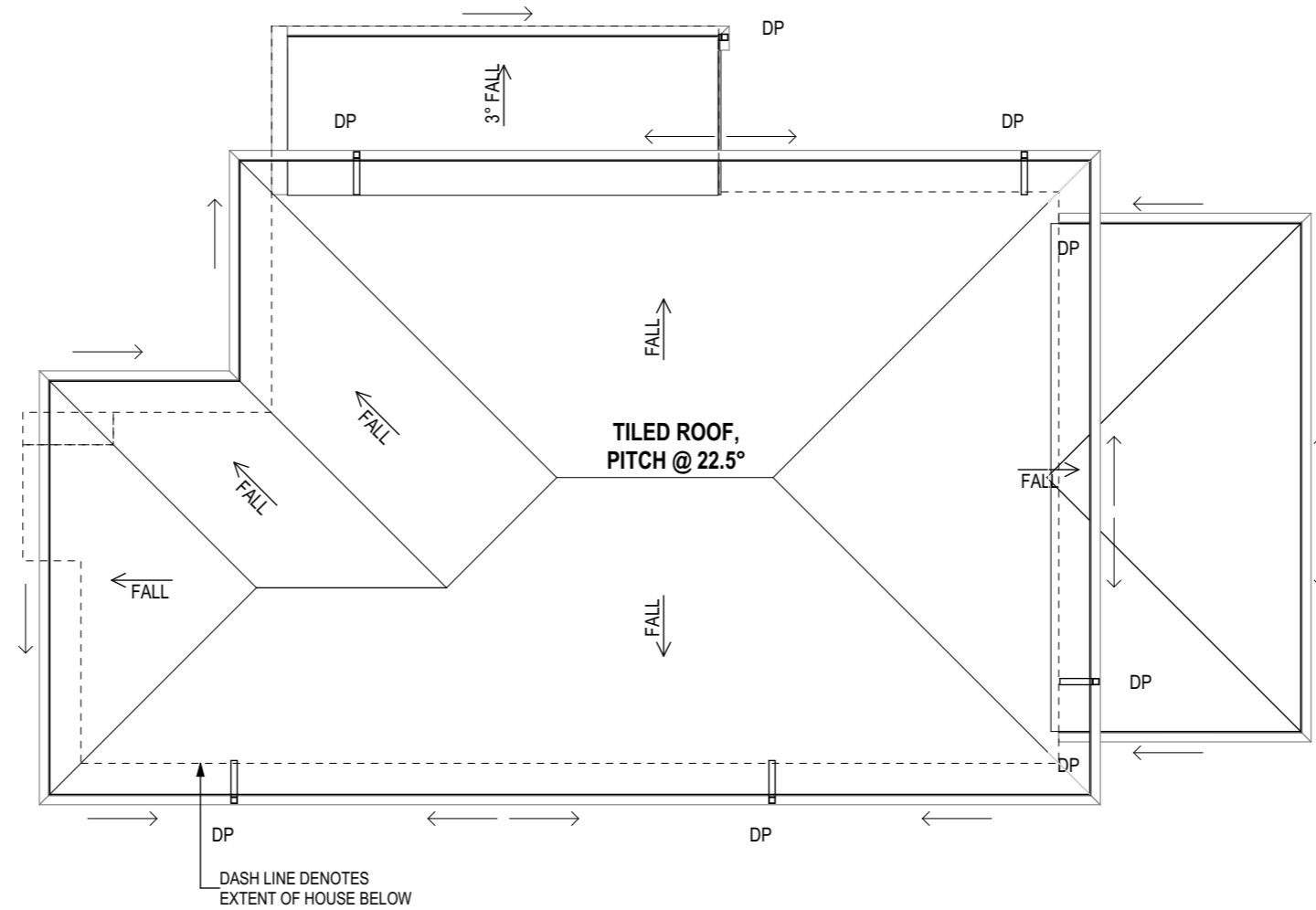
ID	REVISION	BY	DATE

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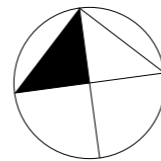
STAIRS		JOB No:
HOUSE TYPE: EMPIRE 25	MASTER DRAWING INFO:	36679
FACADE: TRADITIONAL	DRAWN BY: HJ TYP HEIGHT: 25/25L	SCALE: 1:50, 1:5, 1:20 DRAWING No: D.7 OF 10
	REVISION: 01 ISSUED: TBC/08/17	



ID	REVISION	BY	DATE
01	DA PLANS & VO1	TT	08/08/18
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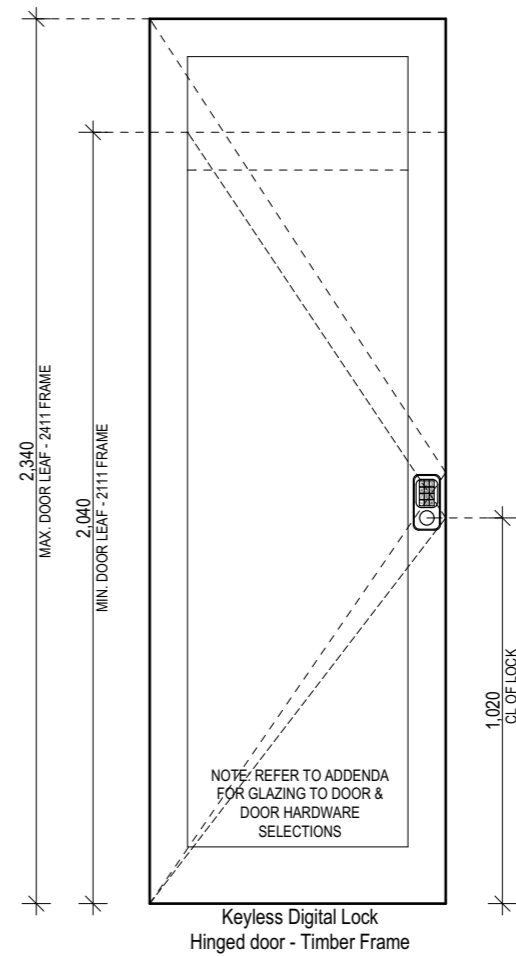
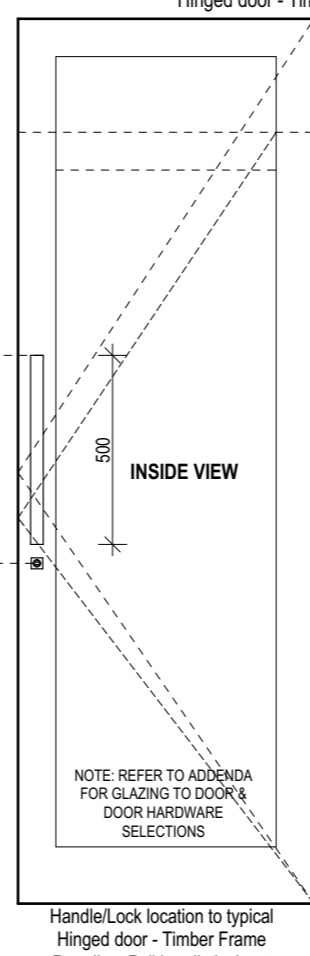
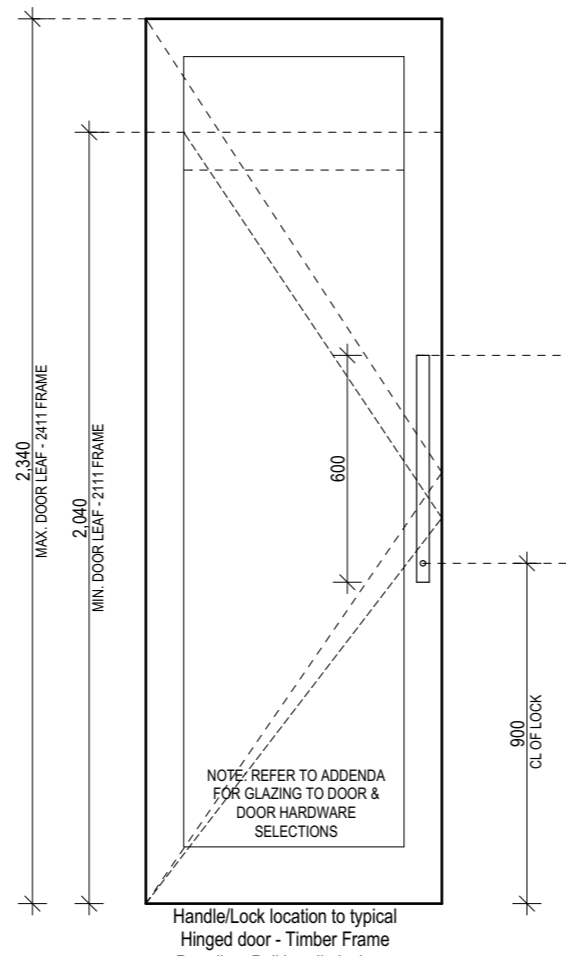
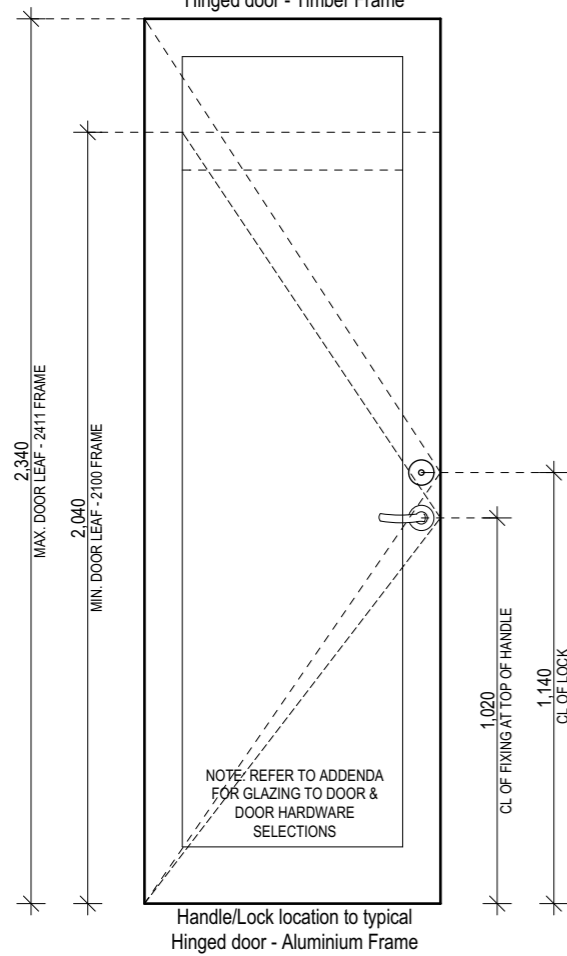
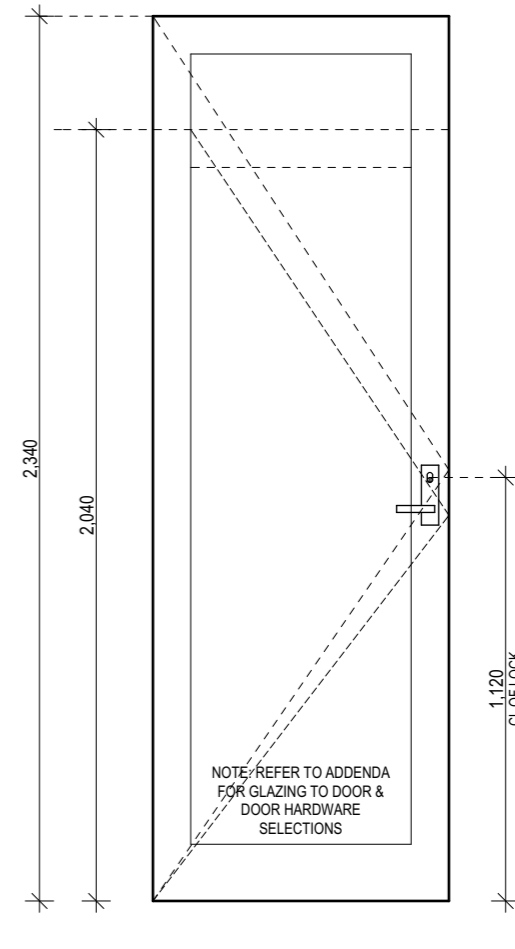
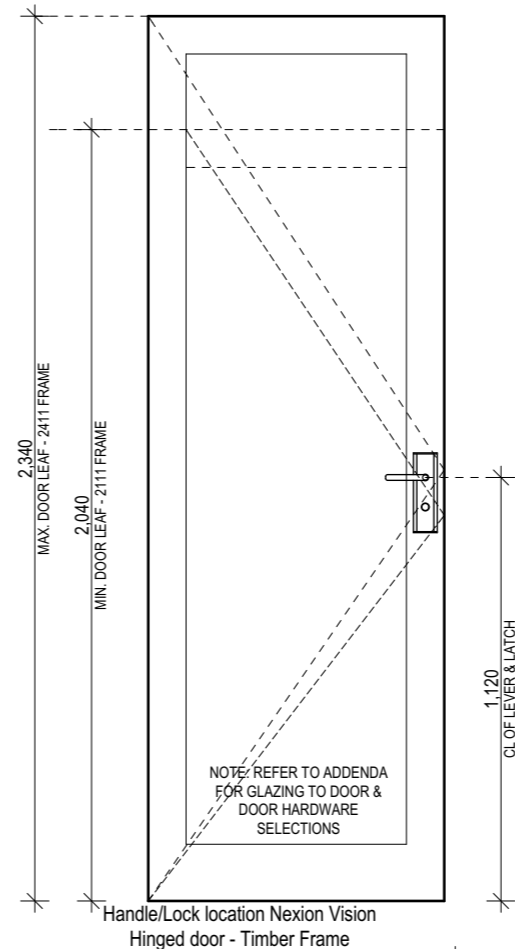
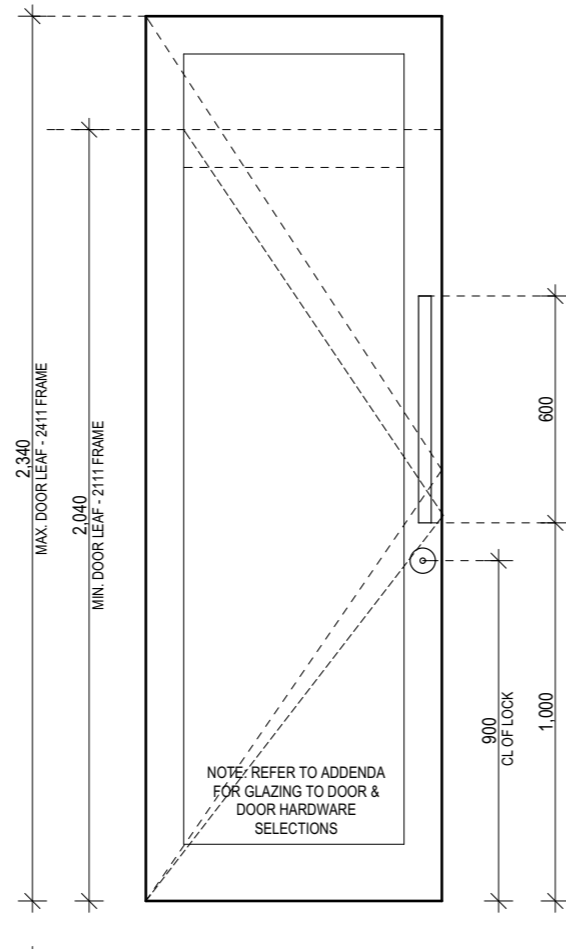
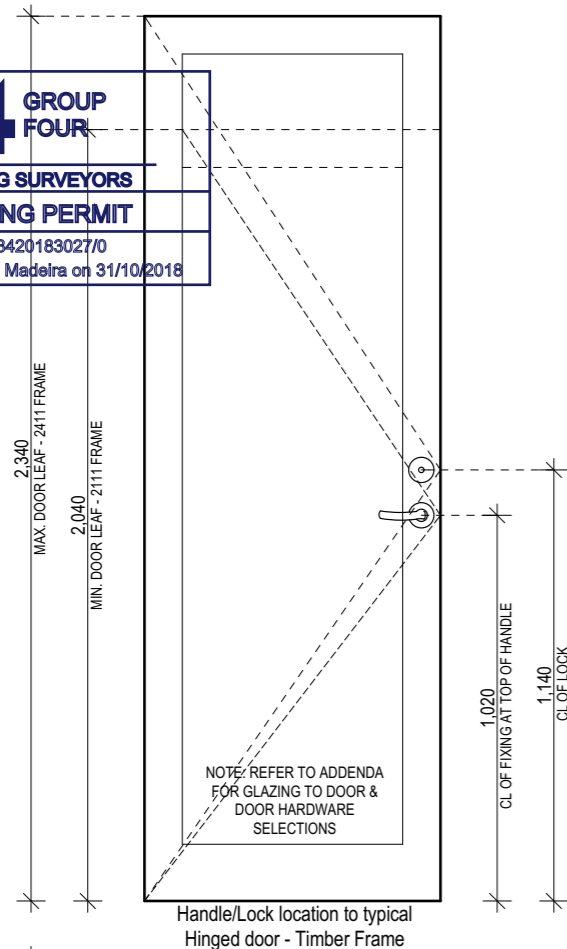
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ROOF PLAN		JOB No:
HOUSE TYPE: EMPIRE 25	MASTER DRAWING INFO:	SCALE: 1:100
FACADE: TRADITIONAL	DRAWN BY: HJ	REVISION: 01
	TYP HEIGHT: 25/25L	ISSUED: TBC/08/17
		DRAWING No: D.8 OF 10

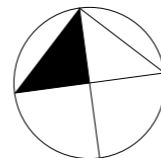


NOT TO SCALE
 DO NOT MEASURE OFF DETAIL.
 PLEASE REFER TO DIMENSIONS
 FOR MEASUREMENTS

ID	REVISION	BY	DATE
01	DA PLANS & VO1	TT	08/08/18
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STANDARD DOOR DETAILS		JOB No:
HOUSE TYPE: EMPIRE 25	MASTER DRAWING INFO:	36679
FACADE: TRADITIONAL	DRAWN BY: HJ TYP HEIGHT: 25/25L	SCALE: 1:20
	REVISION: 01 ISSUED: TBC/08/17	DRAWING No: D.9 OF 10

 GROUP FOUR V.H.C. ENGINEERS BUILDING SURVEYORS	
	BUILDING PERMIT
Number : 2748420183027/0 Issued by David Madeira on 31/10/2018	

Ref.: refer cover sheet
 Date: Oct-18
 Page: SC1

TITLE : GENERAL SUPPORT CONDITIONS

Timber Supports :

3/90x35 F5 stress grade		
2400 ht. safe load ~ 15.0 kN		5kN/stud
3000 ht. safe load ~ 8.0 kN		
3/90x35 F8 stress grade		
2400 ht. safe load ~ 20.0 kN		7kN/stud
3000 ht. safe load ~ 15.0 kN		
3/90x42 F17 stress grade		
2400 ht. safe load ~ 30.0 kN		10kN/stud
3000 ht. safe load ~ 20.0 kN		
Four - stud ~ 133% triple stud		
Five - stud ~ 166% triple stud		

Steel Supports : or metric equivalent

76 x 3.2 CHS	up to 3m height SWL ~ 40 kN
	up to 4m height SWL ~ 25 kN
89 x 3.2 CHS	up to 3m height SWL ~ 60 kN
	up to 5m height SWL ~ 25 kN
76 x 3.2 SHS	up to 3m height SWL ~ 65 kN
	up to 5m height SWL ~ 25 kN
89 x 3.6 SHS	up to 3m height SWL ~110 kN
	up to 6m height SWL ~ 35 kN

Brickwork End-bearing : on solid bricks

for 10 kN	110mm (L) , 50mm (W)	110x230 E.Pier
for 20 kN	110mm (L) ,100mm (W)	110x350 E.Pier
for 30 kN	200mm (L) ,100mm (W)	230x350 E.Pier
for 40 kN	225mm (L) ,200mm (W)	230x350 E.Pier

PAD FOOTINGS FOR ISOLATED SUPPORTS :

approx. capacities based on 100kPa multiples

350mm dia	10 kN	600mm sq	35 kN
400mm sq.	15 kN	750mm sq.	55 kN
450mm sq.	20 kN	900mm sq.	80 kN

* extra weight of 3m tall 350mm sq. brick-pier ~ 7 kN

* pad footings should be founded as per Soil Report

THE VALUES ON THIS SHEET ARE USED FOR DETAILING ONLY

GROUP FOUR
V.H.C. ENGINEERS
 BUILDING SURVEYORS
 BUILDING PERMIT
 DESBEAM (c) 2011
 Number : 274842018302770
 Issued by David Madeira on 31/10/2018

Ref.: refer cover sheet
 Date: Oct-18
 Page: 1

TITLE :		BEAM B1			
Span (m)=	1.8	Restraint Crs (m)=	0		
Loadings:		1st Level		2nd Level	
U.D.L.	Metres	x kPa	Metres	x kPa	
Roof :	0	0	0	0	
Wall :	2.7	0.4	0	0	
Floor :	2.5	0.4	0	0	
Live Loads					
Roof =	0.25 kPa	1.8/Area +0.12 or 0.25kPa			
Floor =	1.5 kPa	50% LL in Total Deflections			
Point Loads		m2 from LHS (m)		m2 from LHS (m)	
Roof =	0	0	0	0	
Wall =	0	0	0	0	
Floor =	0	0	0	0	
LL kN/m =	3.75	PtLL kN=	0	0	
DL kN/m =	2.38	PtDL kN=	0	0	
Mmt kNm =	2.48	React kN=	5.5	5.5	
sw kN/m =	0.3	refer general support sheet			

ALTERNATIVE BEAM SECTIONS

F17 kdhw : 0 mm deep 0 mm wide

fb (serv) = 0 mPa < 1.4x 17
 D.L. defl = 0 mm S= 0
 Total defl = 0 mm

MGP 10 : 0 mm deep 0 mm wide

fb (serv) = 0 mPa < 1.4x 6
 D.L. defl = 0 mm S= 0
 Total defl = 0 mm

F16 LVL : 200 mm deep 63 mm wide

fb (serv) = 5.9 mPa < 1.4x 16
 D.L. defl = 1.2 mm S= 0
 Total defl = 1.7 mm

Steel Section :

I (mm4) = 0
 Z(mm3) = 0
 fb (serv) = 0 mPa 100-150 mPa
 D.L. defl = 0 mm serviceability
 Total defl = 0 mm

REFER BEAM LAYOUT DRAWING FOR PREFERRED SECTION

NOTE : Support, tie-down, lateral restraint + fixing
 as per current Aust. Standards A.S.1684 and A.S.1720.



V.H.C. ENGINEERS

BUILDING PERMIT

DESBEAM (c) 2011

Number : 274842016302770
Issued by David Madeira on 31/10/2018

Ref.: refer cover sheet
Date: Oct-18
Page: 2

TITLE :		BEAM B2			
Span (m)=	5.5	Restraint Crs (m)=	0		
Loadings:		1st Level		2nd Level	
U.D.L.	Metres	x kPa	Metres	x kPa	
Roof :	2.5	0.9	1	0.9	
Wall :	3	0.5	1	2.6	
Floor :	2.5	0.4	0	0	
Live Loads					
Roof =	0.25 kPa	1.8/Area +0.12 or 0.25kPa			
Floor =	1.5 kPa	50% LL in Total Deflections			
Point Loads	m2 from LHS (m)		m2 from LHS (m)		
Roof =	0	0	0	0	
Wall =	0	0	0	0	
Floor =	0	0	0	0	
LL kN/m =	4.63	PtLL kN=	0	0	
DL kN/m =	8.55	PtDL kN=	0	0	
Mmt kNm =	49.84	React kN=	36.2	36.2	
sw kN/m =	0.3	refer general support sheet			

ALTERNATIVE BEAM SECTIONS

F17 kdhw : 0 mm deep 0 mm wide

fb (serv) =	0 mPa	< 1.4x 17
D.L. defl =	0 mm	S= 0
Total defl =	0 mm	

MGP 10 : 0 mm deep 0 mm wide

fb (serv) =	0 mPa	< 1.4x 6
D.L. defl =	0 mm	S= 0
Total defl =	0 mm	

F16 LVL : 0 mm deep 0 mm wide

fb (serv) =	0 mPa	< 1.4x 16
D.L. defl =	0 mm	S= 0
Total defl =	0 mm	

Steel Section :

300 PFC	I (mm ⁴) =	72400000
+ shelf plate	Z (mm ³) =	483000
fb (serv) =	103.2 mPa	100-150 mPa
D.L. defl =	7 mm	serviceability
Total defl =	8.9 mm	

REFER BEAM LAYOUT DRAWING FOR PREFERRED SECTION

NOTE : Support, tie-down, lateral restraint + fixing
as per current Aust. Standards A.S.1684 and A.S.1720.

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GROUP FOUR
V.H.C. ENGINEERS
 BUILDING SURVEYORS
 BUILDING PERMIT
 DESBEAM (c) 2011
 Number : 274842616302770
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Ref.: refer cover sheet
 Date: Oct-18
 Page: 3

TITLE : BEAM B4

Span (m)= 2.5 Restraint Crs (m)= 0

Loadings: 1st Level 2nd Level

U.D.L.	Metres	x kPa	Metres	x kPa
Roof :	4	0.9	0	0
Wall :	3	0.5	0	0
Floor :	1	0.4	0	0

Live Loads
 Roof = 0.3 kPa 1.8/Area +0.12 or 0.25kPa
 Floor = 1.5 kPa 50% LL in Total Deflections

Point Loads	m2 from LHS (m)	m2 from LHS (m)
Roof =	0 0	0 0
Wall =	4 0.5	0 0
Floor =	4 0.5	0 0

LL kN/m = 2.7 PtLL kN= 6 0
 DL kN/m = 5.8 PtDL kN= 3.6 0
 Mmt kNm = 10.48 React kN= 18.3 12.5
 sw kN/m = 0.3 refer general support sheet

ALTERNATIVE BEAM SECTIONS

F17 kdhw : 0 mm deep 0 mm wide

fb (serv) = 0 mPa < 1.4x 17
 D.L. defl = 0 mm S= 0
 Total defl = 0 mm

MGP 10 : 0 mm deep 0 mm wide

fb (serv) = 0 mPa < 1.4x 6
 D.L. defl = 0 mm S= 0
 Total defl = 0 mm

F16 LVL : 240 mm deep 90 mm wide

fb (serv) = 12.1 mPa < 1.4x 16
 D.L. defl = 5.3 mm S= 0
 Total defl = 6.2 mm

Steel Section : I (mm4) = 0
 Z(mm3) = 0
 fb (serv) = 0 mPa 100-150 mPa
 D.L. defl = 0 mm serviceability
 Total defl = 0 mm

REFER BEAM LAYOUT DRAWING FOR PREFERRED SECTION

NOTE : Support, tie-down, lateral restraint + fixing
 as per current Aust. Standards A.S.1684 and A.S.1720.



BUILDING PERMIT

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V.H.C. ENGINEERS

Ref.: refer cover sheet
Date: Oct-18
Page: 4

TITLE : BEAM GB1 (~4.8 SPAN IN FINAL CONDITION)

Span (m)= 5.6 Restraint Crs (m)= 0

Loadings: 1st Level 2nd Level

U.D.L.	Metres	x kPa	Metres	x kPa
Roof :	2	0.9	0	0
Wall :	3	0.6	0.9	2
Floor :	0.5	0.4	0	0

Live Loads

Roof =	0.25 kPa	1.8/Area +0.12 or 0.25kPa
Floor =	1.5 kPa	50% LL in Total Deflections

Point Loads	m2 from LHS (m)	m2 from LHS (m)
Roof =	12 2	0 0
Wall =	8 2	0 0
Floor =	5 2	0 0

LL kN/m =	1.25	PtLL kN=	10.5	0
DL kN/m =	6	PtDL kN=	17.6	0
Mmt kNm =	64.55	React kN=	38.4	30.3
sw kN/m =	0.4		refer general support sheet	

ALTERNATIVE BEAM SECTIONS

F17 kdhw : 0 mm deep 0 mm wide

fb (serv) =	0 mPa	< 1.4x 17
D.L. defl =	0 mm	S= 0
Total defl =	0 mm	

MGP 10 : 0 mm deep 0 mm wide

fb (serv) =	0 mPa	< 1.4x 6
D.L. defl =	0 mm	S= 0
Total defl =	0 mm	

F16 LVL : 0 mm deep 0 mm wide

fb (serv) =	0 mPa	< 1.4x 16
D.L. defl =	0 mm	S= 0
Total defl =	0 mm	

Steel Section :

300 PFC	I (mm ⁴) =	72400000
+ shelf plate	Z (mm ³) =	483000
fb (serv) =	133.6 mPa	100-150 mPa
D.L. defl =	9.3 mm	serviceability
Total defl =	11 mm	

REFER BEAM LAYOUT DRAWING FOR PREFERRED SECTION

NOTE : Support, tie-down, lateral restraint + fixing
as per current Aust. Standards A.S.1684 and A.S.1720.

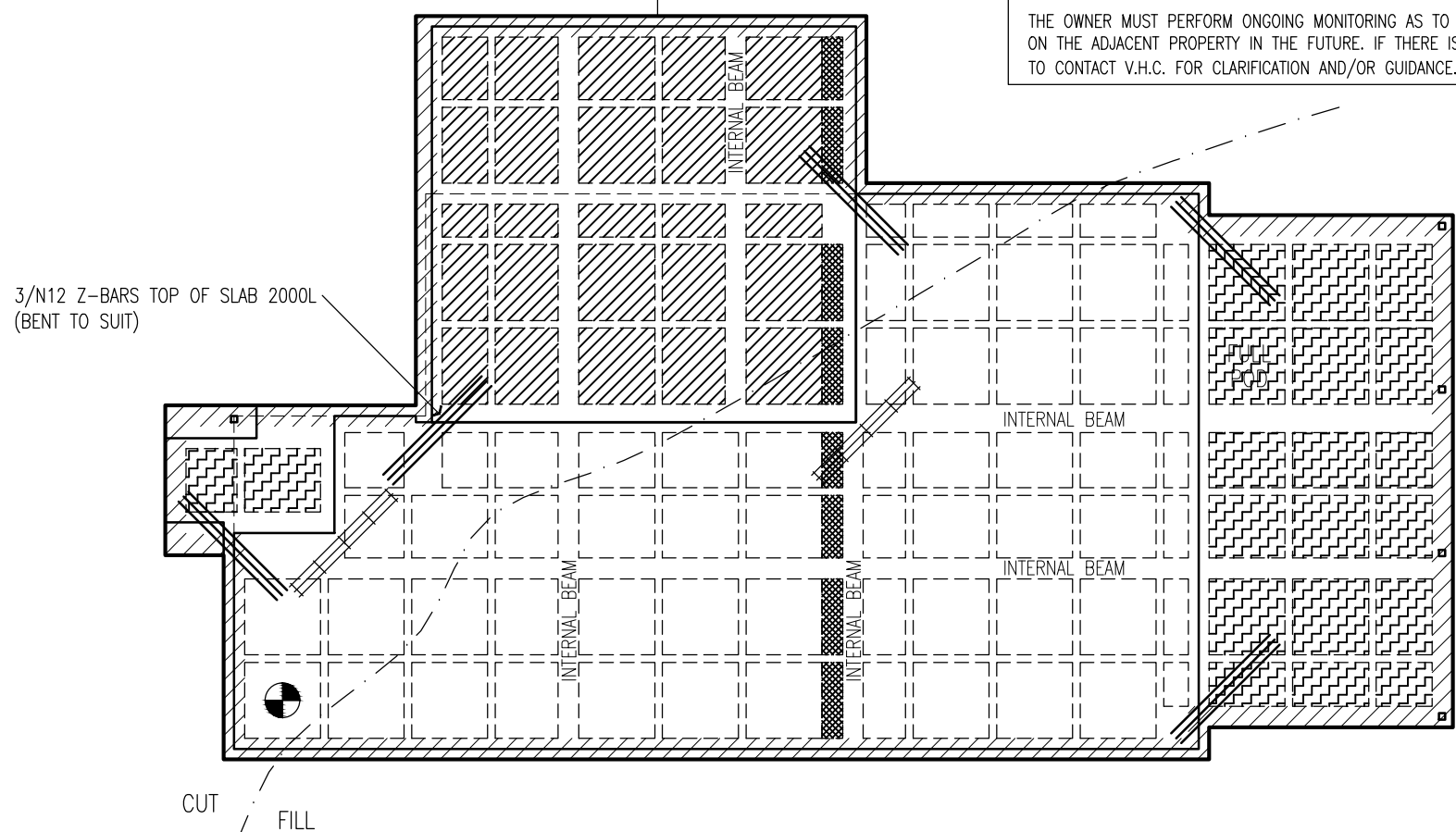
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REFER DRAWING SDSM FOR GENERAL SITE DRAINAGE AND SITE MAINTENANCE REQUIREMENTS

USE FLEXIBLE DRAINING JOINTS TO ALLOW FOR THE DESIGN MOVEMENTS

FOUR
BUILDING SURVEYORS
BUILDING PERMIT
Number: 2748420183027/0
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FOOTING RUNNING ALONG BOUNDARY
IN LIEU OF PROVIDING A DRAIN UNDER or AT THE FOOTING ALONG THE BOUNDARY TO DEAL WITH POTENTIAL LOCALIZED SURFACE DRAINAGE PROBLEMS IN THE ADJACENT PROPERTY, IT IS REQUIRED TO STRENGTHEN THE SLAB FOOTING AS INDICATED :
ADOPT ADDITIONAL INTERNAL SLAB BEAMS WHERE MARKED ON SLAB LAYOUT, REINFORCEMENT AND BEAM WIDTH AS PER DETAIL ON SHEET F2.
DO NOT INSTALL ANY DRAINAGE PIPES AT THE BOUNDARY/FOOTING INTERFACE.
THE OWNER MUST PERFORM ONGOING MONITORING AS TO THE STATE OF THE DRAINAGE ON THE ADJACENT PROPERTY IN THE FUTURE. IF THERE IS ANY DOUBT, THE OWNER IS TO CONTACT V.H.C. FOR CLARIFICATION AND/OR GUIDANCE.



ANY EXTERNAL RIB WIDER THAN 300 SHALL BE REINFORCED WITH AN ADDITIONAL N12 TOP & BOT FOR EACH 100mm EXTRA WIDTH

NOTE: PERIMETER BEAMS DEEPENED TO MIN. 500mm O/A DEPTH*
***ENSURE PERIMETER BEAMS ARE FOUNDED ON NATURAL STIFF CLAY**

- 1 - SITE MUST BE SCRAPED CLEAR OF ANY SOIL CONTAINING ORGANIC MATTER INCLUDING GRASS AND TREE ROOTS.
- 2 - PREPARE A LEVEL BENCH BY CUTTING OR CUT/FILLING.
- 3 - ANY FILL SHOULD BE PROPERLY COMPACTED AS PER CL 6.4.2(b) AS2870-96, MAX FILL DEPTH 300mm SO AS TO BE ABLE TO SUPPORT THE SLAB (ABP=50kPa) or THE FILL MUST BE SUSPENDED OVER.
- 4 - SOFT AREAS IN THE BENCH MUST BE RECTIFIED IN ACCORDANCE WITH THE ENGINEER'S INSTRUCTION.
- 5 - SITE MUST BE WELL DRAINED. IT IS RECOMMENDED THAT AGRICULTURAL DRAIN OR SIMILAR IS PROVIDED AROUND THE UP-HILL SIDES OF THE BUILDING PRIOR TO CONSTRUCTION OF SLAB AND DISCHARGED VIA LPOD.

WAFFLE DETAILS

Waffle Height:	300mm
Slab Thickness:	85mm
Internal Rib Width:	110mm
External Beam Width:	300mm
Stem Width min:	150mm
Total Slab Depth:	UNO 385mm

REINFORCEMENT DETAILS

Slab Fabric:	SL92
Internal Rib:	1-N16 (BOT)
External Beam:	3-L16 TM (BOT)
	EXTRA 2-N16 (TOP)

LEGEND

	DENOTES START POINT FOR POD SETOUT
	DENOTES POD SET DOWN (86mm) **
	DENOTES POD SET DOWN (172mm) **
	DENOTES POD EXTENSION (300 MAX.)
	REMOVE SECTION OF POD BENEATH S4-S6 LOAD POINT. REFER BEAM LAYOUT
**	ALL STEP-DOWNS TO BE CONFIRMED ON ARCHITECTURALS (HEIGHT & LOCATION)

OBTAIN 50mm OVER 1000mm FALL AWAY FROM FOOTINGS

SLAB ON GROUND TO A.S.2870

SITE CLASSIFICATION : 'H2+'

1. Refer SOIL REPORT # 18V7597
2. Slab PLAN DIMENSIONS and details (eg floor step downs, recesses etc.) to be verified prior to construction by the builder checking the architectural drawings. All dimensions are in millimetres.
 3. SLAB ON GROUND - All details are to comply with the relevant sections of A.S.2870.
 4. SITE PREPARATION - The slab subgrade shall be scraped clear of grass, vegetation and organic matter.

TREATMENT AND SUPERVISION OF PLACEMENT OF FILL AFTER SOIL REPORT WAS CARRIED OUT MUST COMPLY WITH SOIL REPORT REQUIREMENTS

5. The area within 2000mm of the edge of the slab shall be GRADED so that WATER WILL NOT POND against the slab.
6. MOISTURE BARRIER - 0.2mm polyethylene moisture barrier to be well lapped and taped at joints. Care must be taken during construction to prevent puncture of the membrane.
7. REINFORCEMENT - Slab fabric shall be placed with a top cover of 25mm (UNO) and lapped at least 225mm. Beam reinforcement shall have 50mm cover top and bottom, and lapped not less than 500mm. All reinforcement shall be supported on bar chairs at 1200mm maximum spacing.
8. CONCRETE - Concrete shall be 20mPa grade (UNO) and 100mm slump.

THOROUGH CONCRETE COMPACTION USING NEEDLE VIBRATOR IN ALL BEAMS IS ESSENTIAL

- The concrete should be cured prior to placing any brickwork of major loads.
9. All RE-ENTRANT CORNERS to have placed and tied to the underside of the recommended slab mesh one layer of 3/L11 TM or similar - 2000mm long.
 10. This design assumes that no service pipes exist at depths greater than the lateral distance from the footing (UNO).

THE OWNER'S ATTENTION IS DRAWN TO APPENDIX 'B' OF A.S.2870 "PERFORMANCE REQUIREMENTS AND FOUNDATION MAINTENANCE".

No responsibility shall be taken for this design unless the work is inspected and approved during construction.

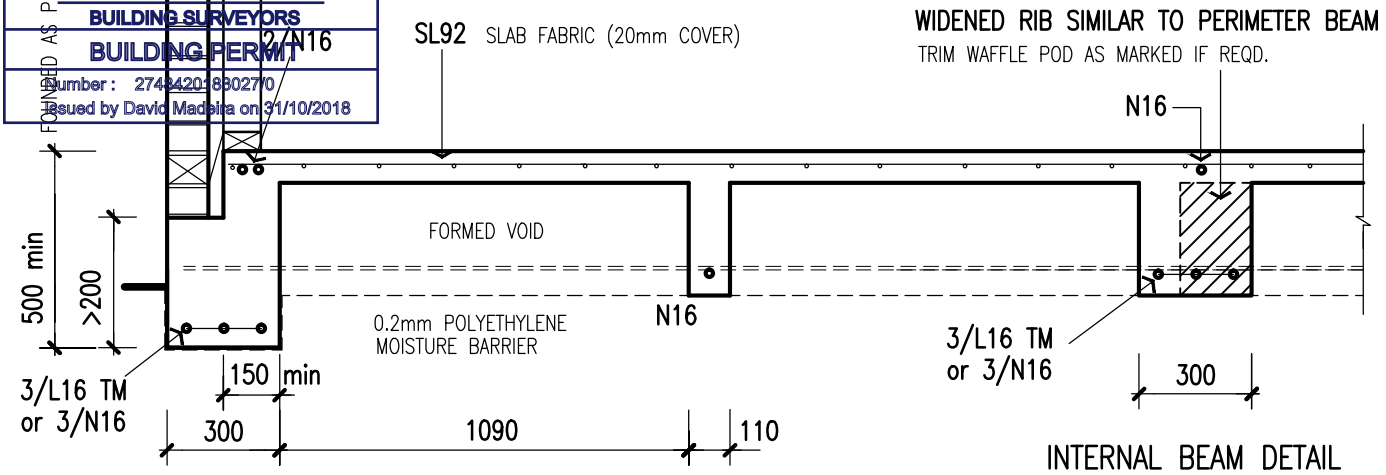
REFER SHEET F2 FOR DETAILS

REFER ARCHITECTURAL PLANS FOR FINAL DIMENSIONS & STEPDOWN/REBATE DETAILS
DETAILS ON THESE ENGINEERING DRAWINGS ARE FOR GUIDANCE ONLY AND MAY VARY FROM THOSE ADOPTED ON SITE

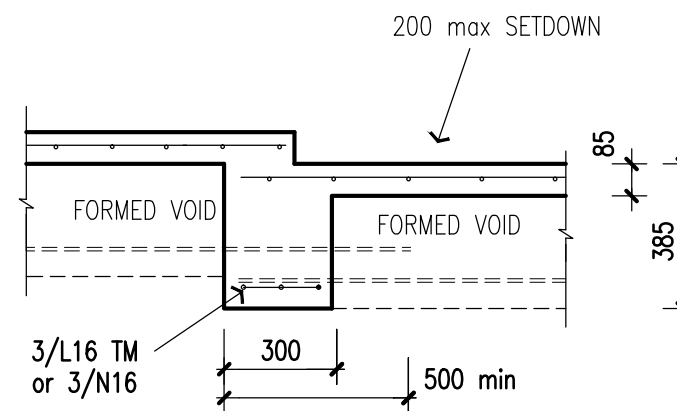
V.H.C. ENGINEERS STRUCTURAL, CIVIL AND GEOTECHNICAL ENGINEERS P.O. Box 7021 UPPER FERNTREE GULLY 3156 PH: (03) 9754 1111 (18/69 ACACIA ROAD FERNTREE GULLY) FAX: (03) 9754 1222	V.H.C.(Aust.) Pty Ltd trading as ACN 062 784 909		ISSUE DATE 10/10/18 DRAWN MT	CEC-56311 V.H.C. (Aust) P.L.	PROPOSED FOOTING LAYOUT FOR: ABN Group (VIC) SITE: LOT 34 MYOORA CRESCENT GREENVALE PROJECT / DRAWING No. 18V7597 F1 (rev A)
	SCALE 1:100	THIS IS SHEET OF DRAWINGS REFERRED IN THE CONTRACT DATED / /	REVISIONS No. DATE DESCRIPTION A 25/10/18 VARIOUS CHANGES	SIGNED BY THE OWNERS SIGNED BY THE BUILDER	

USE FLEXIBLE PLUMBING JOINTS TO ALLOW FOR THE DESIGN MOVEMENTS

GROUP FOUR
BUILDING SURVEYORS
BUILDING PERMIT
 Number: 274420-880270
 Issued by David Madhira on 31/10/2018



INTERNAL BEAM DETAIL

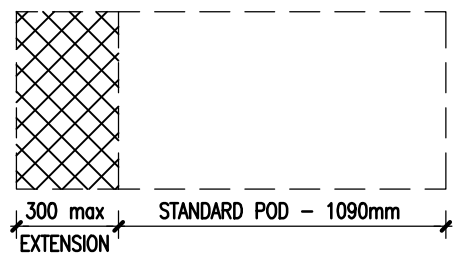


SETDOWN DETAIL - BEAM

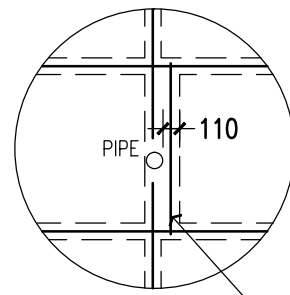
SLAB ON GROUND	TO A.S.2870
SITE CLASSIFICATION : 'H2+'	
1. Refer SOIL REPORT # 18V7597	

SLAB ON GROUND DETAIL - "H2+" (TYPE 4-2+)

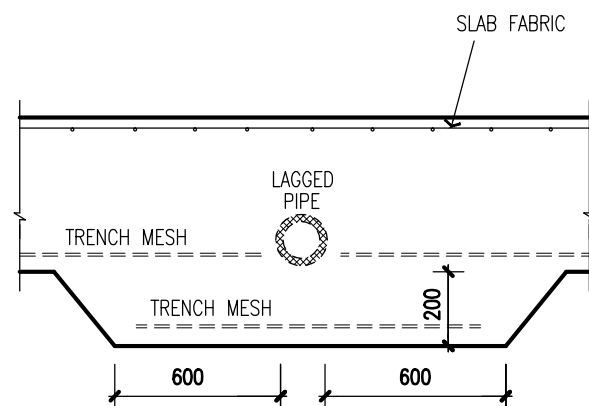
CONTINUOUSLY DEEPEN PERIMETER BEAM TO ACHIEVE MIN. 500 O/A BEAM DEPTH*
 *ENSURE PERIMETER BEAMS ARE FOUNDED ON NATURAL STIFF CLAY



WAFFLE POD EXTENSION DETAIL
 REFER PLAN FOR LOCATIONS



DETAIL FOR PLUMBING PENETRATION IN BEAM



PIPE THROUGH PERIMETER BEAM
 MINIMUM 40mm LAGGING - ENSURE NO GAPS

TYPICAL SECTION THROUGH WAFFLE RAFT SLAB

PROVIDE SITE DRAINAGE PRIOR TO CONSTRUCTION (ESPECIALLY AT BASE OF ANY SITE CUT) 50mm FALL OVER 1000mm AWAY FROM FOOTING (typ)

MEMBRANE TO FGL

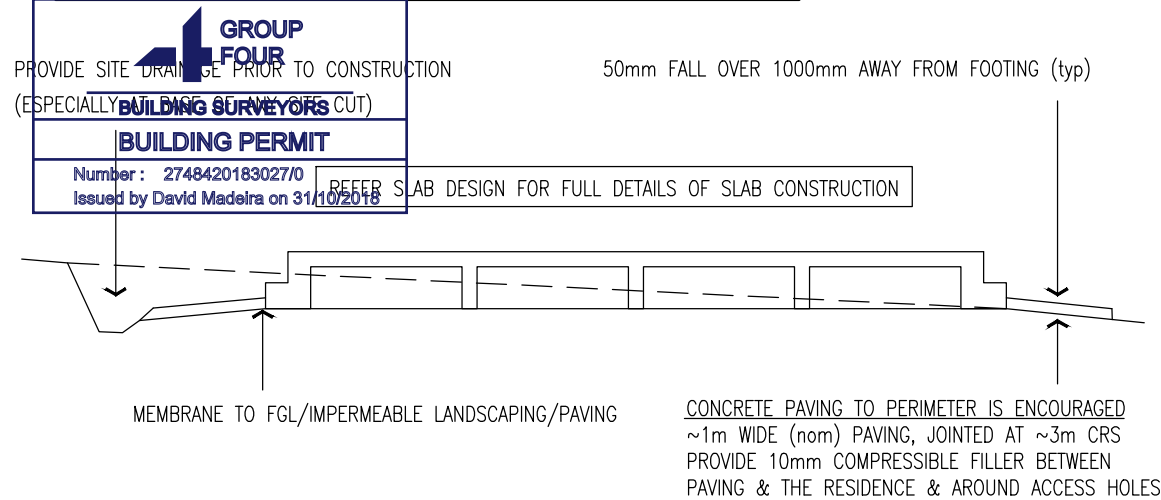
WAFFLE RAFT SLABS SHALL BE FOUNDED ON NATURAL GROUND or ON FOUNDING MATERIAL AS NOTED IN SOIL REPORT. PROVIDE BLINDING CONCRETE OR BORED CONCRETE PIERS AS REQUIRED.

REFER SHEET F1 FOR LAYOUT & NOTES

REFER ARCHITECTURAL PLANS FOR FINAL DIMENSIONS & STEPDOWN/REBATE DETAILS
 DETAILS ON THESE ENGINEERING DRAWINGS ARE FOR GUIDANCE ONLY AND MAY VARY FROM THOSE ADOPTED ON SITE

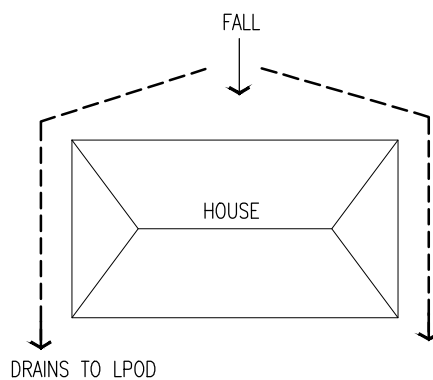
V.H.C. ENGINEERS STRUCTURAL, CIVIL AND GEOTECHNICAL ENGINEERS P.O. Box 7021 UPPER FERNTREE GULLY 3156 PH: (03) 9754 1111 (18/69 ACACIA ROAD FERNTREE GULLY) FAX: (03) 9754 1222	V.H.C.(Aust.) Pty Ltd trading as ACN 062 784 909	ISSUE DATE 10/10/18 DRAWN MT	CEC-56311 V.H.C. (Aust) P.L.	PROPOSED FOOTING DETAILS
	SCALE NTS	THIS IS SHEET OF DRAWINGS REFERRED IN THE CONTRACT DATED / /	SIGNED BY THE OWNERS SIGNED BY THE BUILDER	FOR: ABN Group (VIC) SITE: LOT 34 MYOORA CRESCENT GREENVALE
	REVISIONS No. DATE DESCRIPTION A 25/10/18 NO CHANGES TO THIS SHEET	PROJECT / DRAWING No. 18V7597 F2 (rev A)	SIGNED BY THE OWNERS SIGNED BY THE BUILDER	PROJECT / DRAWING No. 18V7597 F2 (rev A)

TYPICAL SECTION THROUGH SLAB & BUILDING PLATFORM

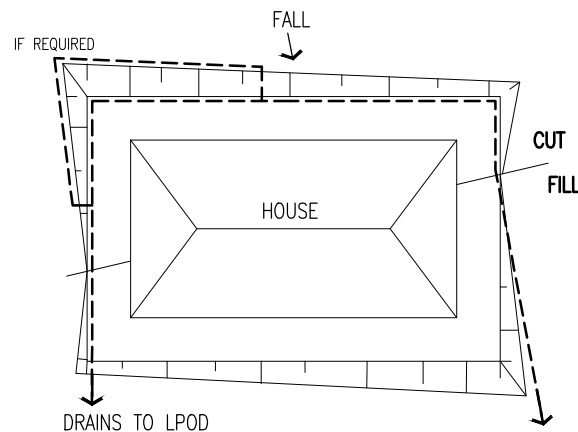


SCHEMATIC SITE PLANS SUB-SURFACE DRAINAGE

(A) SITES WITH SLIGHT TO NO FALL

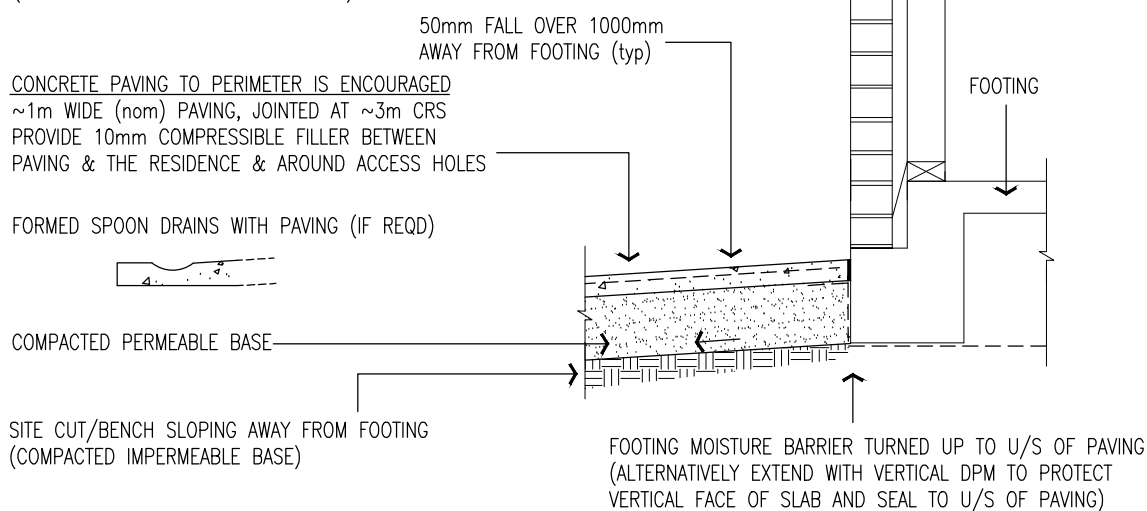


(B) SITES WITH FALL 1:10 (>400mm CUT)



TYPICAL SECTION THROUGH FOOTING EDGE

(REFER AS2870'11 FOR ALTERNATIVES)



SITE DRAINAGE REQUIREMENTS – CONSTRUCTION STAGE

The Geotechnical Report has recommended the use of a certain Footing that is appropriate for this site. While making this recommendation it has been assumed that certain site drainage requirements (as per AS2870'11 & BCA) have been met. During the construction of the footing the following site drainage requirements are listed as being part of the Final Footing Design by VHC Engineers.

- MUST PREVENT WATER PONDING** AGAINST OR NEAR THE FOOTING
- The ground in the immediate vicinity of the perimeter footing shall be graded to a **FALL OF 50mm (min) AWAY FROM THE FOOTING OVER A DISTANCE OF 1000mm (1:20)** and shaped to prevent ponding of water (this includes the ground uphill from the footing on a cut/fill site). If 1000mm is not possible due to the site boundary the 50mm min fall away from the footing is to be maintained over the available distance.
 - where filling is placed adjacent to the building, the filling shall be compacted and graded to ensure drainage of water away from the building
- ALL COLLECTED STORMWATER MUST BE DISCHARGED TO A LPOD.**
- SURFACE DRAINAGE** of the site shall be controlled from the start of the site preparation and construction; surface drainage includes surface water run-off and building water (roof/floor/concrete) run-off
 - all water run-off shall be controlled at all times
 - use temporary downpipes to collect water from the roofed building frame
 - when silt pits are used to gather surface water from areas adjacent to the footings, these silt pits are to be at least 1000mm away from the footing and connected to the stormwater system with solid pipe
 - stormwater drains shall be at least 90mm and have a minimum fall of 1:100 and 100mm cover under the soil and/or paved areas
 - Inspection Openings should be provided at each pipe connection point and at a nominal spacing of 10m
 - avoid undermining the footing with any trenches or pipes or pits
- SUB-SURFACE DRAINAGE** is required to remove any unwanted ground water by means ~90mm slotted pipe in a 300mm wide trench (min fall of 1:100), base of the trench is filled with 10mm crushed rock or similar covering the slotted pipe.
 - AG drains must NOT be installed within 1500mm from any footing.
 - AG drains must be installed at the base of all site cuts that exceed 400mm in height, along the high side of a sloping site and possibly along the low side of a sloping site along the boundary. To be connected to stormwater system via a silt pit.
 - AG drains to be laid approx. 200mm into undisturbed Clay or compacted Clay.
- AC condensers, HWS overflow, water tanks and adjoining properties are all potential sources of **UNWANTED WATER**. This water must be controlled and directed to the LPOD. Possible water impacting the site from an adjoining property, especially if there is a footing on or near a boundary must be addressed. Localised footing strengthening is to be considered during construction ILO drainage that may jeopardise the footings.
- GRATED DRAINS** may be utilised in a paved area (eg driveway/garage interface) where the paving necessarily slopes towards the house or garage. Spoon drains may also be used in conjunction with a paved surface.
- The ground beneath a **TIMBER DECK** must be graded so that the area beneath the deck is above the adjacent finished ground level to prevent ponding.
- ALL TRENCHES** must be dug at a similar grade as the pipes the trenches house.
 - all trenches must generally slope away from the footings
 - trenches must be "clay plugged" or concreted when passing perpendicularly under any part of the footing and on any slotted pipe side of a connection pit
 - all trenches within 1500mm of any footing must be effectively sealed from surface water, with at least the top 300mm of the trench filled with local Clay compacted to an impermeable top layer. Approved moisture barrier use with trenches is an option.
 - concrete paving is advised over any trenches within 1000mm of any footing.
- FLEXIBLE PLUMBING JOINTS** are required for H1/H2/P sites to allow for expected vertical ground movements (refer Geotechnical Report). The joints must be set at the midway point when installed & must also incorporate swivel joints in the system
 - drains emerging from under the footing require the flexible joint to be within 1m of the outside of the perimeter footing
 - installation, location and number of joints to comply with manufacturer's specs
- PLUMBING PENETRATING THE FOOTING** must be avoided where practicable. If unavoidable then the pipe must pass through the middle third of the footing depth and lagging to the pipe provided (40mm thick H2/E sites).

HOME OWNER'S RESPONSIBILITY

In order to protect the house and its footing from unwanted distress in the future, the owner is responsible for and must always provide the following around the perimeter of the house:

- proper landscaping
- proper maintenance
- "safe" gardens

The objective of this proper landscaping, proper maintenance and having "safe" gardens is to minimize the variation in soil moisture levels around the footings that could lead to excessive soil movement and possible distress of the house and its footing.

It is assumed that the owner will always provide ongoing attention and, if required, quick remedial response to the above mentioned requirements. This assumption has formed part of the final Engineering Design and construction of the house and its footing. In order to keep the construction of the footing affordable it is considered reasonable to detail and construct a footing that with the proper landscaping and maintenance requirements will perform adequately.

1. PROPER LANDSCAPING

The 2m strip of land around the full perimeter of the house is the crucial area that must be properly landscaped. This area must slope away from the house and its footings. Further requirements to this area include :

- for each 1m of strip there must be at least 50mm of fall away from the house
- this area must have a solid base that will drain water away from the house
- preferably paved (with paving also sloping away from the house)
- no garden beds present up against the house and its footings
- water from all outdoor taps, rain water tank overflows, hot water service overflows and air conditioner drip lines must all be drained into a suitable pit.

With the area around the perimeter sloping away from the house it will be necessary to provide open spoon drains and/or pits to take the water from the sloped area to a legal point of discharge on the property. These drains are to be more than 1.5m away from the house. All rain water hitting the ground/paving must be controlled and kept away from the footing.

Where the perimeter around the house is restricted by boundaries then special care must be taken. Consult with the neighbour and the Builder for advice to make sure that proper landscaping takes place.

2. PROPER MAINTENANCE

Leaking downpipes, sewers, gutters, water pipes and drains can adversely impact the site around the house. Unwanted water is a threat to the long term performance of the house and its footing. Blocked drains, gutters, downpipes and drainage pits can also prevent or hinder the drainage of storm water away from the house. Regular inspections and ongoing maintenance must be carried out to repair pipes and drains and/or prevent any blockages.

3. "SAFE" GARDENS

Safe gardens avoid having garden beds within 1.5m of the house or its footings. Safe garden watering must be controlled and not excessive. Safe gardens don't contain trees that could possibly threaten the house or its footing.

Generally trees that potentially grow taller than the distance the trees are away from the house should be avoided or removed. Consult an Arborist if there is any doubt as to whether the existing tree(s) will have any impact on the house or its footings. The Arborist may recommend the use of a tree root barrier to protect the house from the impact of the tree(s).

After the construction of the house is completed by the builder, the house is then passed over into the care of the owner. From that time on it will be the responsibility of the owner to keep the property in a serviceable condition by following the above mentioned requirements.

Important Reading and further reference:

- The Geotechnical Report, Footing Design and Builder's Drawings for the house.
 - CSIRO: Foundation Maintenance & Footing Performance: A Homeowner's Guide (BTF 18)
- Please contact VHC Engineers to discuss any questions concerning the home owner's responsibilities.

V.H.C. ENGINEERS
STRUCTURAL, CIVIL AND GEOTECHNICAL ENGINEERS

P.O. Box 7021 UPPER FERNTREE GULLY 3156
18/69 ACACIA ROAD FERNTREE GULLY

PH: (03) 9754 1111
FAX: (03) 9754 1222

V.H.C.(Aust.) Pty Ltd trading as
ACN 062 784 909

rev A DATE 25/10/18

DRAWN MT

SCALE

NTS

STANDARD NOV 2014

THIS IS SHEET OF DRAWINGS REFERRED IN THE CONTRACT

DATED / /

SIGNED BY THE OWNERS

SIGNED BY THE BUILDER

REFER GEOTECHNICAL REPORT 18V7597

REFER FINAL FOOTING DESIGN 18V7597 F1 (rev A)

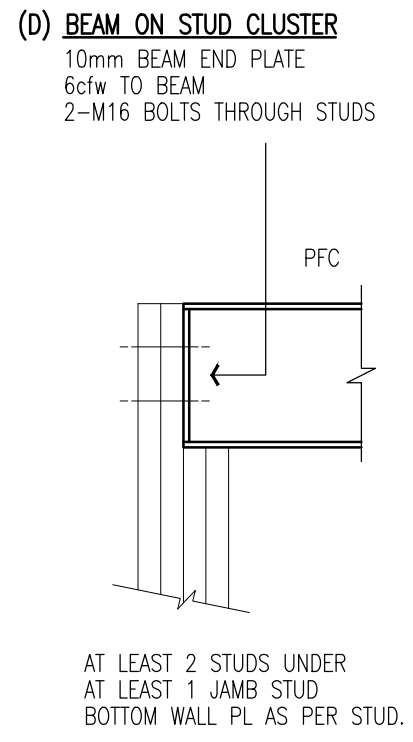
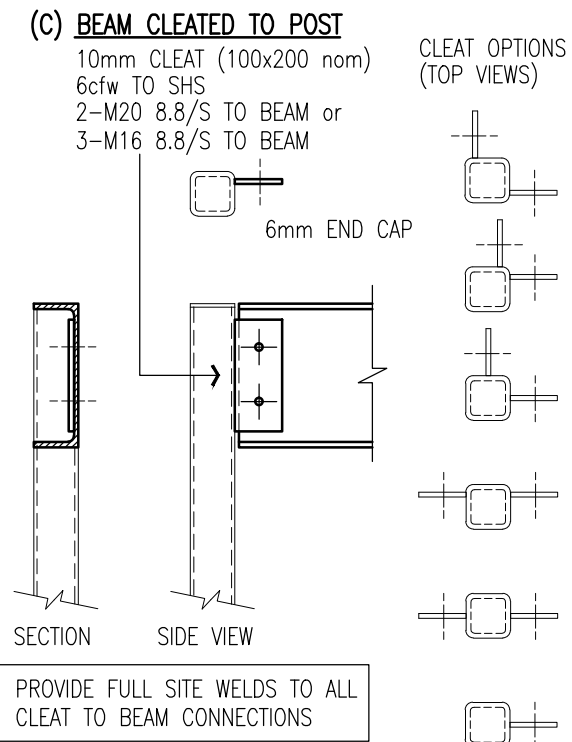
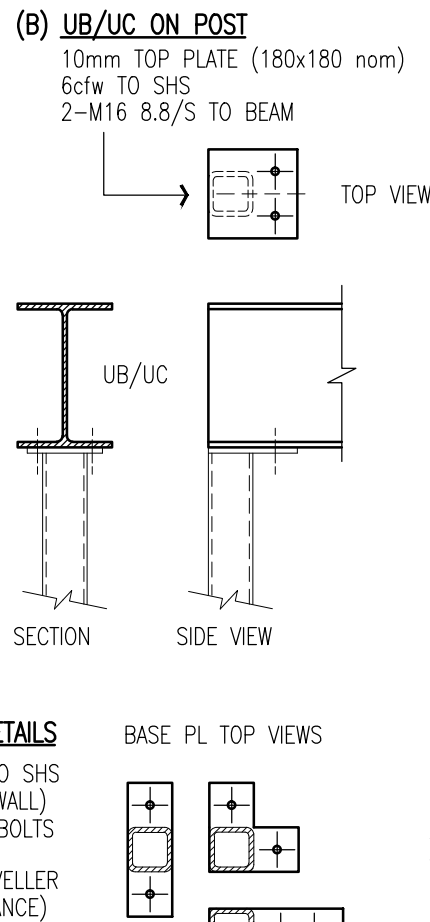
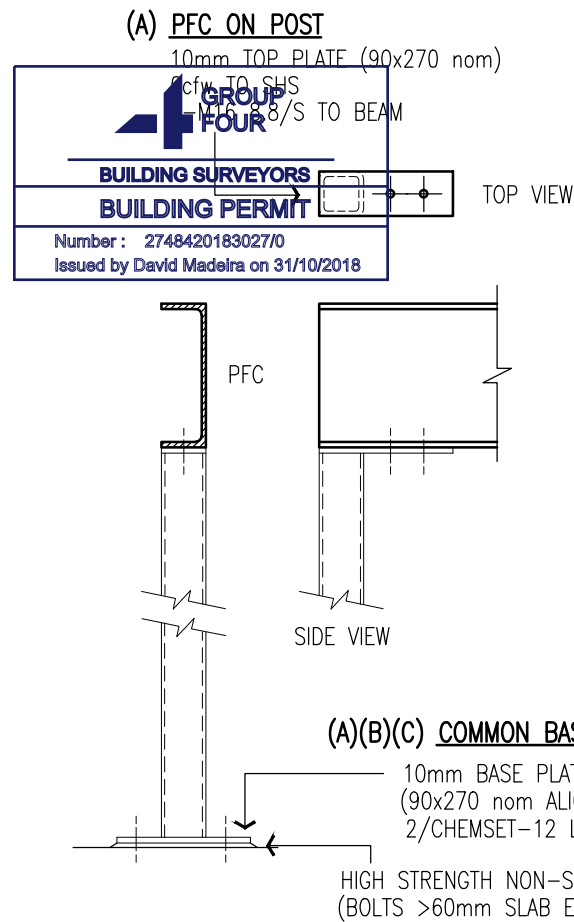
IF THERE IS ANY DOUBT AS TO ANY OF THE LISTED REQUIREMENTS OR IF DETAILS CONFLICT BETWEEN ARCHITECTURAL AND ENGINEERING DRAWINGS; THEN THE ENGINEER MUST BE IMMEDIATELY CONTACTED. DO NOT PROCEED WITH CONSTRUCTION UNTIL CLARIFICATION/APPROVAL IS OBTAINED FROM ENGINEER.

FINAL DRAINAGE REQUIREMENTS MUST BE CONFIRMED AFTER SITE PREPARATION

SITE DRAINAGE AND SITE MAINTENANCE

FOR: ABN Group (VIC)
SITE: LOT 34 MYOORA CRESCENT
GREENVALE

PROJECT / DRAWING No. 18V7597 SDSM (rev A)



NOTES FOR POST TO BEAM DETAILS :

1. POSITION BEAMS >40mm VERTICALLY CLEAR OF CEILING LINING (10mm FOR TOP PLATE & 28mm FOR BOLT HEADS BELOW).
2. Type(C) POST END CAN BE USED IN COMBINATION WITH Type(A) or Type(B) TO SHS or TO THE WEB OF THE BEAM.
3. CLEATS MAY BE WELDED TO A 10mm TOP PLATE AND EXTEND ABOVE POST TO ALLOW FOR THE BEAM TO DIRECTLY REST ON TOP OF THE STEEL POST.
4. CLEATS MAY BE WELDED TO THE SIDE OF THE POST AND EXTEND ABOVE POST, PROVIDE 300 6cfw BETWEEN CLEAT & POST
5. FULL SITE WELD (6cfw UNO) TO ALL CLEAT TO BEAM CONNECTIONS.
6. LIMIT OF 2 CLEATS PER POST (UNO).
7. STUB COLUMN DETAILED AS PER POST.
8. IF DOUBLE STEEL POST IS NOMINATED THEN ENLARGE SINGLE POST TOP AND BASE PLATE DETAILS TO HOUSE THE 2ND POST.

STRUCTURAL STEELWORK NOTES

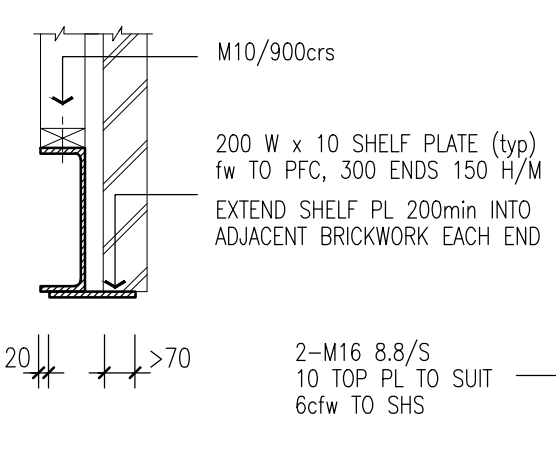
- S1 - ALL WORKMANSHIP AND MATERIALS TO BE IN ACCORDANCE WITH AS1250 AND/OR AS4100.
- S2 - STEEL MEMBERS TO BE GRADE 300plus U.N.O. ALL MEMBERS ARE TO HAVE AN APPROPRIATE PROTECTIVE COATING.
- S3 - BOLT SPACING 5xBOLTØ ; EDGE DIST 2.5xBOLTØ. HOLES FOR BOLTS IN THE BEAMS MAY BE SLOTTED ONLY IN THE HORIZ DIRECTION AND RESTRICTED TO 2.5xBOLTØ IN LENGTH. NO SLOTTED HOLES IN CLEATS. NO SLOTTED HOLES AGAINST SLOTTED HOLES.
- S4 - FULLY SITE WELD (6cfw UNO) ALL CLEAT TO BEAM CONNECTIONS AFTER FINAL POSITIONING OF MEMBERS. FULL SITE WELDING MAY REPLACE M16 BOLTS. WELDING SHALL BE PERFORMED BY AN EXPERIENCED OPERATOR IN ACCORDANCE WITH AS1554.
- S5 - ALL MEMBERS SUPPORTING BRICKWORK TO BE PROPPED AT MIDSPAN UNTIL THE BRICKWORK IS AT LEAST 5 DAYS OLD.
- S6 - DURING THE CONSTRUCTION THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE STRUCTURE IN A STABLE CONDITION AND ENSURING NO PART SHALL BE OVERSTRESSED UNDER CONSTRUCTION ACTIVITIES.

DETAILS ON THIS SHEET ARE TO BE READ INCONJUNCTION WITH THE NOTES ON THE STRUCTURAL LAYOUT (SHEET E1).
THE NOTES ON SHEET E1 MAY NOMINATE :

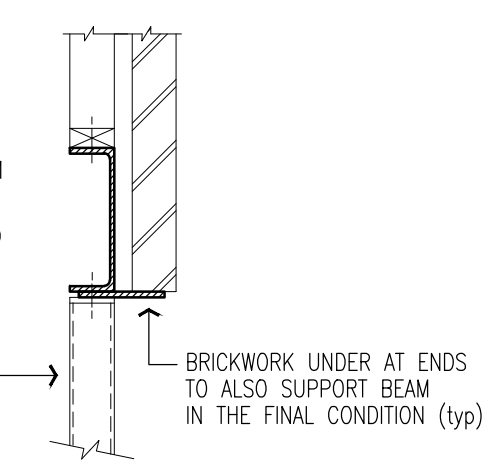
- SITE WELDING REQUIREMENTS
- SPECIAL BOLTING, CLEATS or WEB STIFFENERS
- SPECIAL BRACING REQUIREMENTS
- SLAB AND FRAME CONNECTIONS REQUIREMENTS

TYPICAL POST TO BEAM DETAILS

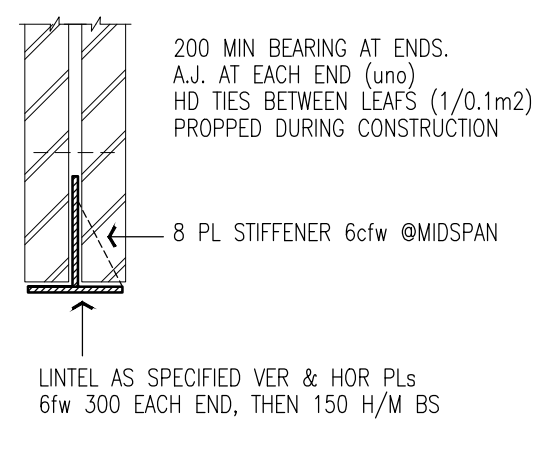
TYP SECTION



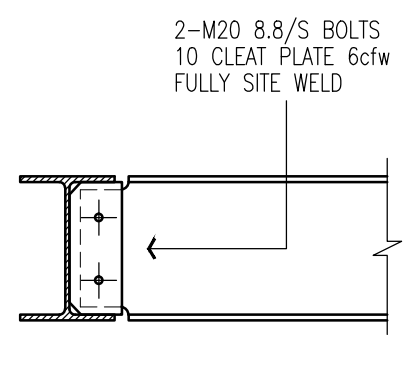
TYP SUPPORT



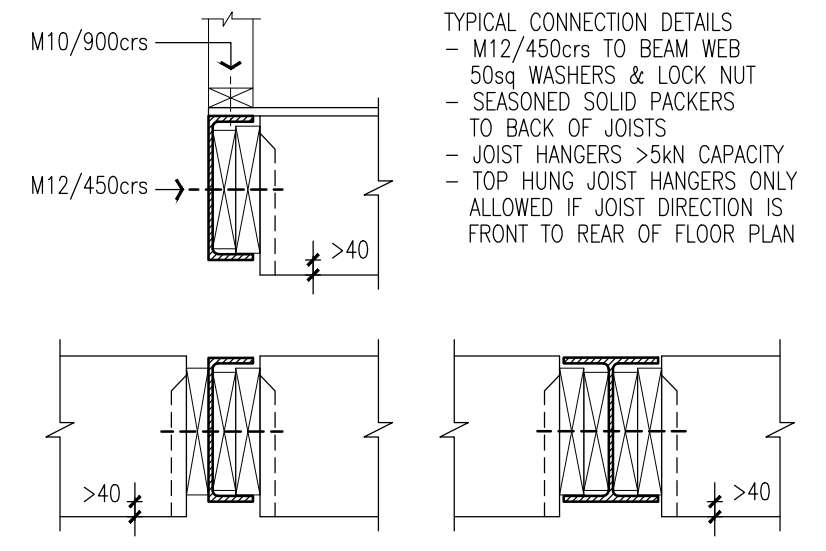
BRICKWORK / FRAME SUPPORT BEAM



INVERTED 'T' LINTEL



BEAM TO BEAM (typ)



JOIST TO STEEL DETAILS (typ)

TYPICAL CONNECTION DETAILS

- M12/450crs TO BEAM WEB
- 50sq WASHERS & LOCK NUT
- SEASONED SOLID PACKERS TO BACK OF JOISTS
- JOIST HANGERS >5kN CAPACITY
- TOP HUNG JOIST HANGERS ONLY ALLOWED IF JOIST DIRECTION IS FRONT TO REAR OF FLOOR PLAN

MINIMUM REQUIREMENTS INDICATED - REFER BUILDER'S DETAILS &/OR SHOP DRAWINGS

REFER SHEET E1-STRUCTURAL LAYOUT

V.H.C. ENGINEERS STRUCTURAL, CIVIL AND GEOTECHNICAL ENGINEERS P.O. Box 7021 UPPER FERNTREE GULLY 3156 PH: (03) 9754 1111 (18/69 ACACIA ROAD FERNTREE GULLY) FAX: (03) 9754 1222	V.H.C.(Aust.) Pty Ltd trading as ACN 062 784 909		ISSUE DATE 10/10/18 DRAWN MT	CEC-56311 V.H.C. (Aust) P.L.	PROPOSED STEELWORK DETAILS FOR: ABN Group (VIC) SITE: LOT 34 MYOORA CRESCENT GREENVALE PROJECT / DRAWING No. 18V7597 E2 (rev A)
	SCALE 1:100		THIS IS SHEET OF DRAWINGS REFERRED IN THE CONTRACT		
	REVISIONS No. DATE DESCRIPTION A 25/10/18 NO CHANGES TO THIS SHEET		DATED / / SIGNED BY THE OWNERS SIGNED BY THE BUILDER		

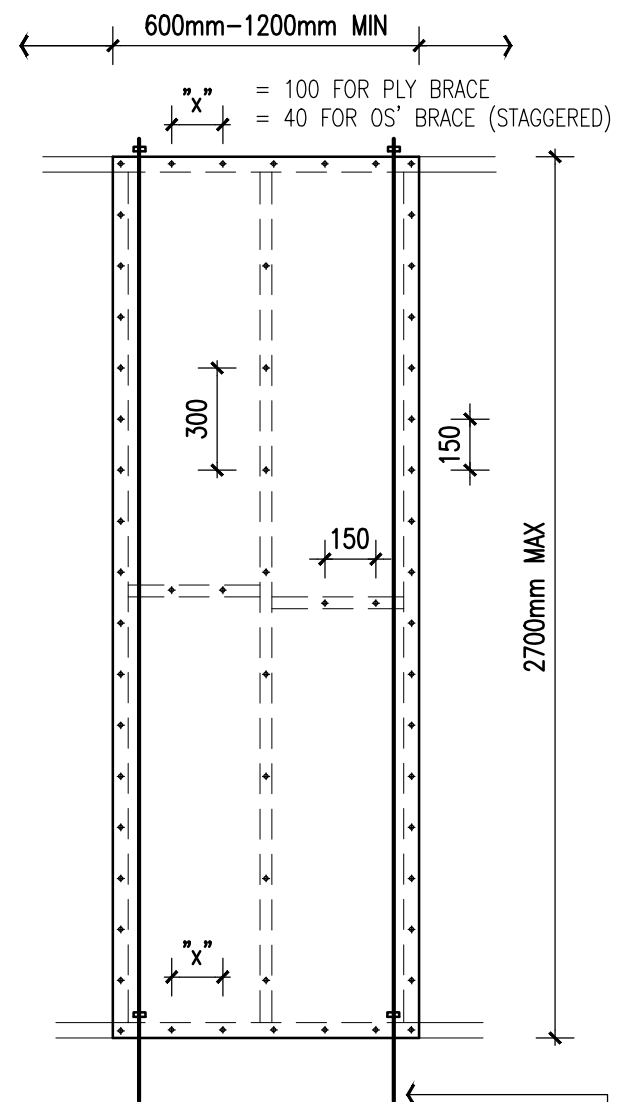
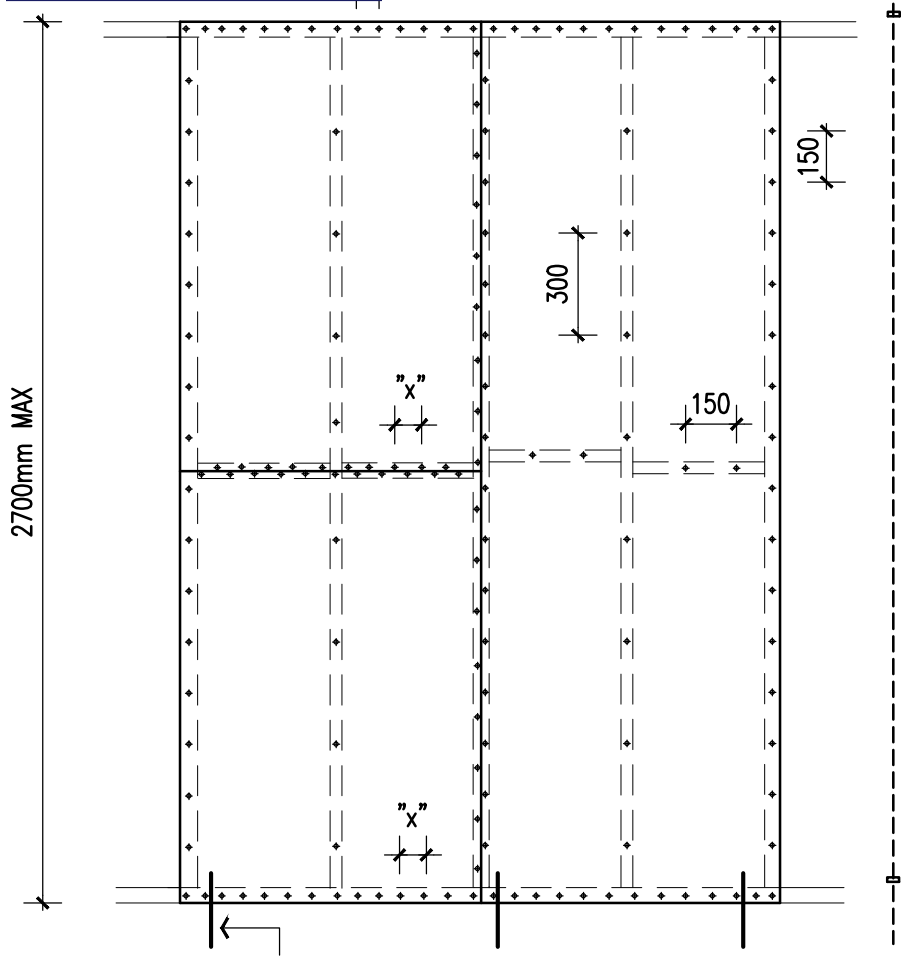
6kN/m BRACING (PLYWOOD/OS'BRACE)

DOUBLE SIDED BRACING DS (IF REQUIRED)

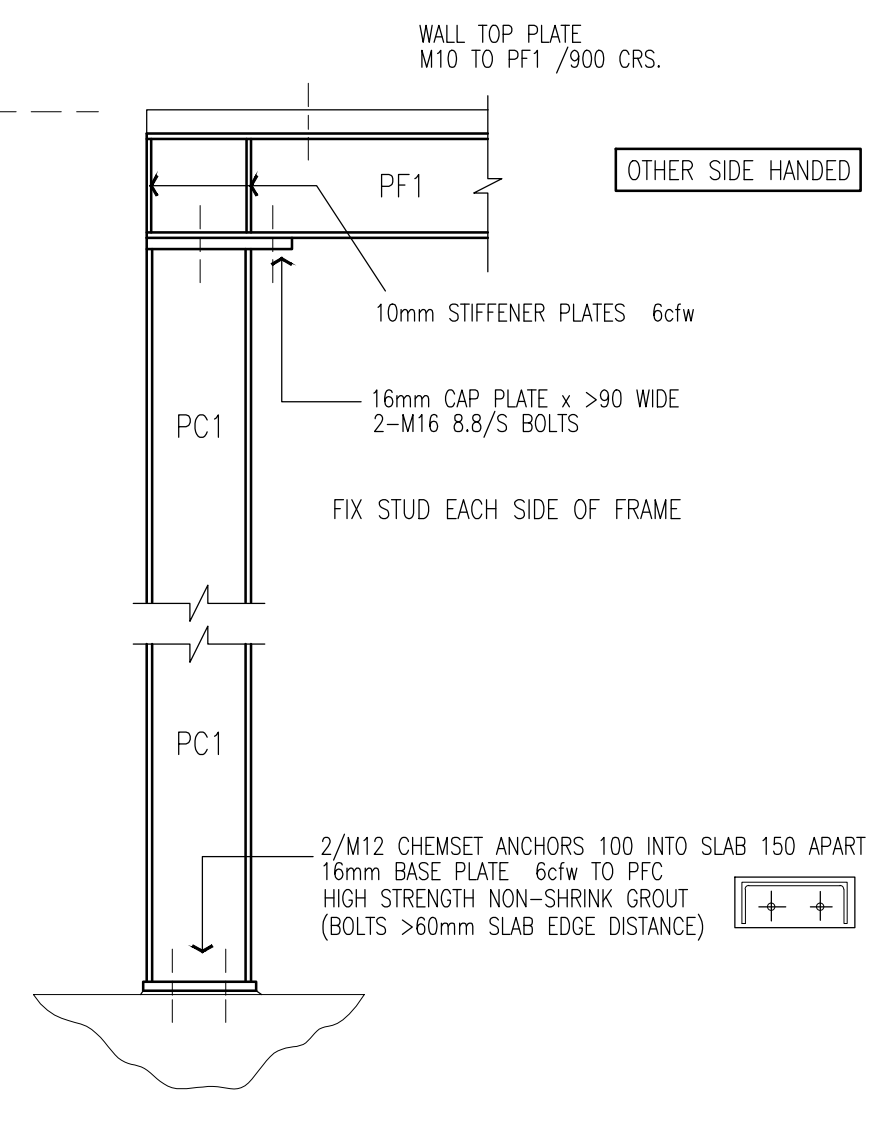
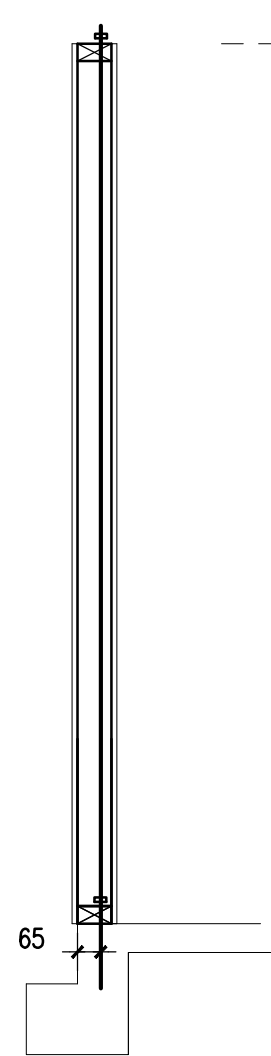
SWAY FRAME DETAILS (IF REQUIRED)

GROUP FOUR
 FOR FURTHER AND DETAILS ALTERNATIVES REFER AS1684.2'10
BUILDING SURVEYORS
BUILDING PERMIT
 Number: 2748420183027/0
 Issued by David Madeira on 31/10/2018

REFER STRUCTURAL LAYOUT SHEET E1
 = 50 FOR PLY BRACE
 = 40 FOR OS' BRACE (STAGGERED)



SECTION



FIXING OF BOTTOM PLATE TO FLOOR FRAME or SLAB
 13kN CAPACITY CONNECTION EACH END & 1.2m CRS

M12 RODS REQUIRED EACH END OF PANELS
 FOR WALL PANELS 450mm-900mm LONG
 (SHORT WALL PANEL WITH NO RODS ~3kN/m)

DOUBLE SIDED BRACING NOTES:

- REFER 6kN/m BRACING NOTES/DETAILS
 - SINGLE PIECE SHEET WITH NO BUTT JOINTS
 - STAGGER NAILING BETWEEN SIDES
 - ENSURE NOT TO SPLIT STUDS (PROVIDE EXTRA or WIDER STUDS AS REQD)
- CAPACITY OF DS BRACING TAKEN AS:
 900mm WALL LENGTH = 10.8kN
 800mm WALL LENGTH = 8.6kN
 700mm WALL LENGTH = 5.9kN
 600mm WALL LENGTH = 3.6kN

M16 RODS EACH END (FOR DS BRACE)
 NUTS & 50sq 6PL WASHERS
 SECURE TO TOP & BOTTOM WALL PLs
 CHEMSET RODS INTO SLAB (800 SERIES)
 M16 - EMBED 125mm MIN
 M16 - EDGE DIST 65mm MIN

<600mm WALL LENGTH USE DOUBLE SIDED 6kN/m SPECS
 (PLATE FIXING & INCREASED SHEET NAILING AND NO RODS)

ALL STEELWORK IN THE FRAMES TO BE FULLY
 SITE WELDED AFTER POSITIONING IN FINAL PLACE

6kN/m BRACING NOTES:

1. PLY SHEETING F11 7mm (min) or SIMILAR AS PER AS1684'99'10 & AS2269.
2. SUITABLE OS' BRACE ALTERNATIVES MAY BE USED (COMPLY WITH MANU SPECS).
3. NAILING: 2.8-3.15 FH, 30mm L; FASTENERS SUITABLY COATED/PROTECTED
4. FRAME/STUDS TO BE JD4 TIMBER (minimum)
5. WALL PLATES SECURED TO FLOOR/ROOF BY APPROVED RESTRAINTS (AS PER AS1684 Sec8).
6. FLOOR/CEILING TO TRANSFER LATERAL LOADS TO INTERNAL BRACED WALLS.
7. ALL CONNECTIONS MUST ALLOW TRANSFER OF LATERAL LOADS (AS PER AS1684).
8. MIN FIXING TO SLAB - UNO, USE CHEMSET M12/1200mm EMBEDDED 85mm INTO SLAB
9. INTERNAL WALL FIXING TO SLAB - UNO, 10kN CAPACITY CONNECTION EACH END & 0.6m CRS

6kN/m BRACING & DOUBLE SIDED BRACING AT CRITICAL LOCATIONS NOMINATED ON SHEET E1

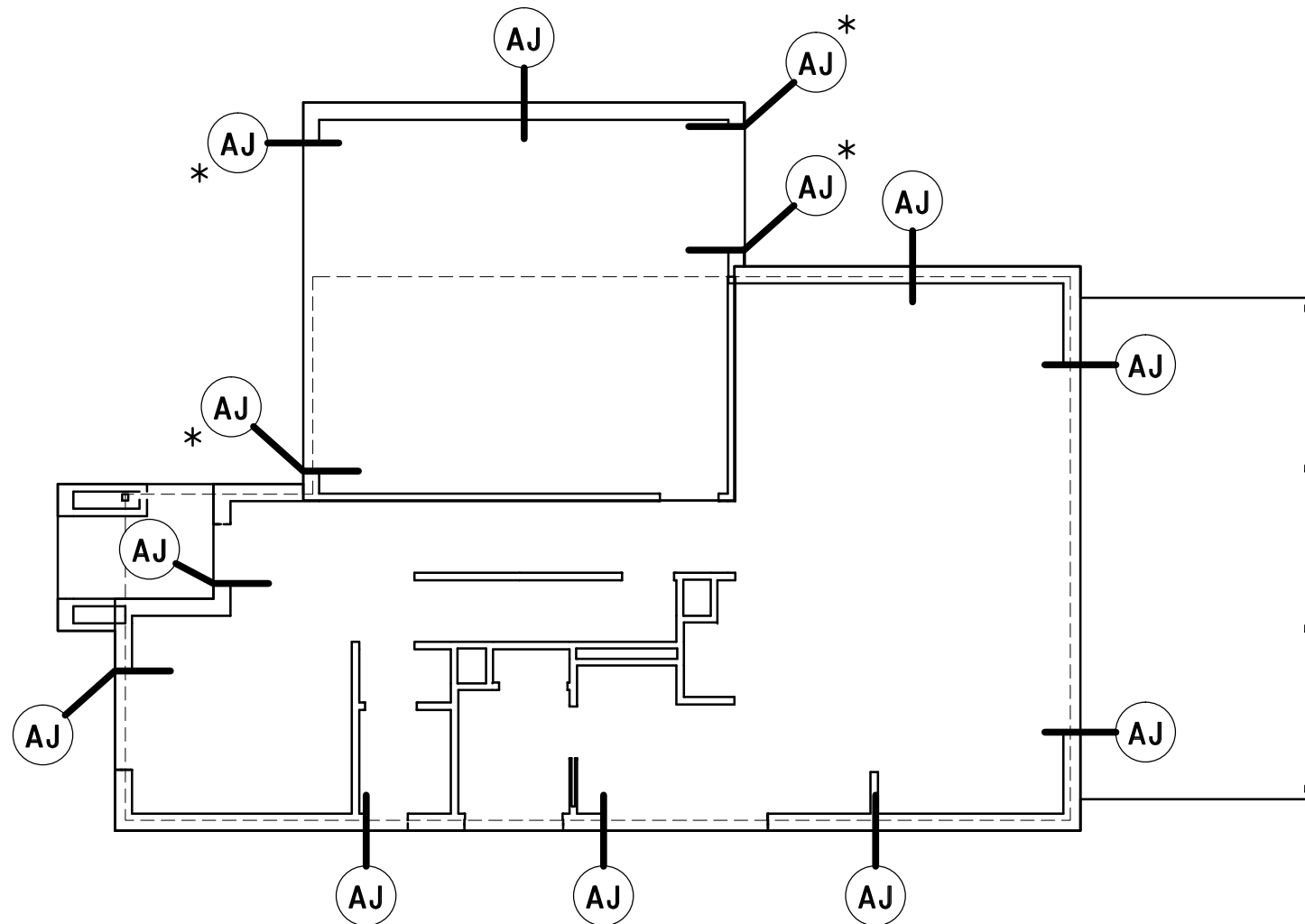
FULL BRACING IS TO BE PROVIDED AS PER AS1684.2'10 FOR THE NOMINATED WIND CATEGORY,
 USE 6kN/m & DS BRACING WHERE NOMINATED ON SHEET E1 AS PART OF THE FINAL BRACING.

REFER SHEET E1-STRUCTURAL LAYOUT

V.H.C. ENGINEERS STRUCTURAL, CIVIL AND GEOTECHNICAL ENGINEERS P.O. Box 7021 UPPER FERNTREE GULLY 3156 PH: (03) 9754 1111 (18/69 ACACIA ROAD FERNTREE GULLY) FAX: (03) 9754 1222	V.H.C.(Aust.) Pty Ltd trading as ACN 062 784 909		ISSUE DATE 10/10/18 DRAWN MT	CEC-56311 V.H.C. (Aust) P.L.	PROPOSED SPECIAL BRACING LAYOUT FOR: ABN Group (VIC) SITE: LOT 34 MYOORA CRESCENT GREENVALE PROJECT / DRAWING No. 18V7597 E3 (rev A)
	SCALE 1:100	THIS IS SHEET OF DRAWINGS REFERRED IN THE CONTRACT DATED / /	REVISIONS No. DATE DESCRIPTION A 25/10/18 NO CHANGES TO THIS SHEET	SIGNED BY THE OWNERS SIGNED BY THE BUILDER	

AJ GROUND FLOOR ARTICULATION JOINT

1. INSTALLED AS PER BCA & CCAA TN61
2. ENSURE GAP TO ALLOW BRICK PANEL MOVEMENT. ENSURE ALL MORTAR IS REMOVED FROM GAP.
3. FILL GAP AS PER TN61
4. PROVIDE BRICK TIES TO FRAME BOTH SIDES OF A.J. TIES AS PER BCA.
5. EXTENDABLE ANCHORS ACROSS THE A.J. AT LOCATIONS AS NOTED IN THE BCA AND TN61 (eg. DOUBLE BRICK TO BRICK VENEER)
6. KEY A.J. LOCATIONS ARE AS FOLLOWS:
 - SINGLE TO DOUBLE STOREY CONSTRUCTION
 - DOUBLE BRICK TO BRICK VENEER
 - BOTH SIDES OF LARGE OPENINGS ~3600mm
 - BOTH SIDES OF LINTELS WITH 2 BRICK COURSES
 - AT 4m-6m CENTRES, EVENLY SPREAD
 - AT 2m-4m FROM EXTERNAL CORNERS



AJ* ARTICULATION JOINT OR LIGHT CLAD

FINAL LOCATIONS TO BE CONFIRMED BY ARCHITECTURAL CONSTRAINTS

*** ALL DIMENSIONS AS PER ARCHITECTURAL DRAWINGS AND TO BE VERIFIED ON SITE ***

V.H.C. ENGINEERS

STRUCTURAL, CIVIL AND GEOTECHNICAL ENGINEERS

P.O. Box 7021 UPPER FERNTREE GULLY 3156 PH: (03) 9754 1111
 (18/69 ACACIA ROAD FERNTREE GULLY) FAX: (03) 9754 1222

V.H.C.(Aust.) Pty Ltd trading as
 ACN 062 784 909

ISSUE DATE 10/10/18 DRAWN MT

SCALE 1:100

REVISIONS		
No.	DATE	DESCRIPTION
A	25/10/18	VARIOUS CHANGES

THIS IS SHEET OF DRAWINGS REFERRED IN THE CONTRACT

DATED / /

SIGNED BY THE OWNERS

SIGNED BY THE BUILDER

PROPOSED ARTICULATION JOINT LAYOUT

FOR: ABN Group (VIC)
SITE: LOT 34 MYOORA CRESCENT
 GREENVALE

PROJECT / DRAWING No. 18V7597 AJ1 (rev A)

V.H.C. ENGINEERS

STRUCTURAL
CIVIL &
CONCRETEWORKERS

Phone (03) 9754 1111
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email design@vhc.com.au

08 AUGUST 2018

PROJECT No.: 18V7597

BUILDING PERMIT

Number: 2748420183027/0
Issued by David Madeira on 31/10/2018

PROJECT : LOT 34, MYOORA CRES., GREENVALE

CLIENT : ABN Group (VIC), 81 Lorimer St., DOCKLANDS 3008

COMMISSION:

Conduct a foundation investigation in order to classify the above mentioned site in accordance with A.S.2870 and to make footing recommendations.

BUILDING AND SITE DESCRIPTION:

The proposed development is the construction of a brick veneer residence.
The proposed construction site is on the east side of the street and is sloping by approx. 1:40 towards the east. Site drainage is poor.
The natural soil types are mainly Silty Clay, the local Geology being mainly Quaternary Basalts.

TESTING PROGRAMME:

The soil profile was tested at 3 locations as shown in the attached log sheet. Disturbed samples were collected and hand classified. When necessary, soil strengths of cohesive soils were measured using a Vane Shear Apparatus and non-cohesive soils using a Dynamic Cone Penetrometer.


FINDINGS:

The soil profiles and insitu test results are shown in our log sheets.

IMPORTANT NOTATIONS:

- (1) Due to soil layer variations, this report provides a description of the RECOMMENDED FOUNDATION MATERIAL as a guide as to the correct FOUNDATION DEPTHS outside our test sites. These depths will change if the site is cut and/or filled.
- (2) In all cases the foundation soil chosen should have a similar consistency and strength to that recommended but need not be of the same type. If any significant variation in Foundation Depth is noted during footing construction, i.e. 200 mm or more, V.H.C. must be consulted. Some allowance should be made for the removal of organic matter, roots etc. which may be found in small localised areas in the footing trenches.
- (3) The owner's attention is drawn to Appendix B of A.S. 2870 "Performance Requirements and Foundation Maintenance", and the attached "Report Addendum".
- (4) The owner's attention is drawn to the attached document "Home Owner's Responsibility".

CONCLUSIONS AND RECOMMENDATIONS:

 <p>GROUP FOUR</p> <p>FOR A SLAB ON GROUND:</p> <p>BUILDING SURVEYORS</p>
<p>BUILDING PERMIT</p> <p>(1) The site is classified as "H2" (per A.S. 2870). It is recommended to use an Engineer Designed strengthened "H2+" type slab, specified and constructed in accordance with A.S. 2870 .</p>
<p>Number: 07400004133007/0</p> <p>Issued by David Madeira on 31/10/2018</p>

a) If a waffle raft slab is used on this site, the slab may be founded on natural ground. Bored piers will be required over any filled part of the site. Bored piers are to be founded a minimum of 600mm into natural stiff Clay similar strength material or maybe founded on Rock. Design for an Allowable Bearing Capacity of 250kPa.

Perimeter beam for a waffle raft slab requires strengthening due to presence of reactive Clays.

b) If a stiffened raft slab is used on this site-

At our test sites the recommended foundation depths for load bearing beams are as follows:

TEST SITE NO.	FOUND. DEPTH (mm)*	RECOMMENDED FOUNDATION MATERIAL	ALLOWABLE BEARING PRESSURE
1	200	Silty Clay	60kPa
2	200	Silty Clay	60kPa
3	200	Silty Clay	60kPa

* Note that these depths are measured from the surface at the time of our testing.
 * The actual depth of concrete in the beams, beam spacing & slab reo. may vary as per A.S. 2870

(2) THE SLAB AND STIFFENING BEAMS can be founded on the surface or deeper after the soil with significant organic matter has been removed.

(3) During site cut/fill operations an additional 600mm (max total fill) of track rolled sandy fill or 300mm (max total fill) of track rolled clayey fill may be placed under the slab panel and stiffening beams. The placement of such additional fill should be closely supervised and placed/rolled in two to three equal layers. If the amount of fill used under the slab exceeds these limits (or the limits in A.S. 2870), the classification may change to "P" and will therefore require an Engineer designed slab.

(4) SUPPORTING ISOLATED LOADS outside the main structure perimeter is recommended to be achieved by extending the slab perimeter. The use of isolated pads is not recommended.

SPECIAL COMMENTS AND RECOMMENDATIONS:

GROUP
FOUR
BUILDING SURVEYORS
BUILDING PERMIT
Number : 2748420183027/0
Issued by David Madeira on 31/10/2018

(1) **REACTIVE CLAY SITES** such as this site, further recommend either full height openings or articulation joints (as in the Cement and Concrete Association note TN61) in the brick walls at a maximum spacing of approximately 6 metre along a wall and atleast within 3-4 metre on both sides of all major wall corners or to the designing engineer's specifications.

(2) **DURING WET CONDITIONS** site and footing excavations will prove difficult on this block. During these conditions footing excavation collapses will be common resulting in the overuse of concrete. Some "Soft Spots" may develop which may need to be locally excavated deeper. For best results footing excavations should be cleaned-out immediately before the concrete is poured.

This Report is conditional upon the following particularly important factors :

- a) the site may have to be re-classified if the site is cut by more than 500mm or filled by more than 400mm
- b) confirmation that the encountered ground conditions during construction are as described in the testing in this Report
- c) any nearby trees which may adversely affect the performance of the footing system (removal of trees or the use of vertical root barriers may be required)
- d) possible pipes in easements or any nearby deep excavations
- e) controlled site drainage with the ground graded away from all footings at a minimum slope of 1:20 and that soil drains be constructed, where necessary, to prevent soil moisture from accumulating near footings.
All surface/sub-surface water is to be controlled (by means of paving sloping away from the footing and/or effective drains). This water must be drained permanently away from the building area.
- f) drains, downpipes, guttering and service piping must be installed and maintained to ensure no leakages occur
- g) on concrete floors, the installation of brittle floor tiles should be delayed as long as possible after the slab has been poured and flexible adhesive should be used .

This report has been written for the proposed construction of brick-veneer residences up to two storeys only
No responsibility will be taken for this Report if it is altered in any way or is not reproduced in full (including the Report Addendum).

V.H.C. ENGINEERS

R.W.van Heusden MIEAust, CPEng, EC-1096

(VHC - "H2+" or Type 4-2+ slab)

Perimeter beam for a waffle raft slab requires strengthening due to presence of reactive Clays.

This Wind Classification is made in the light that this site will either retain the present shielding or possibly gain full shielding (by means of at least 10 other houses, structures or large trees within a 100m radius of the proposed building site) within the next five years (as per AS 4055).

BUSHFIRE ATTACK LEVEL ASSESSMENT :



As per Australian Standard AS3959-2009 the BAL shall be classified as BAL-LOW where the vegetation is one or a combination of any of the following –

- (a) *vegetation of any type that is more than 100m from the site*
- (b) *single areas of vegetation less than 1ha in area and not within 100m of other areas of vegetation being classified*
- (c) *multiple areas of vegetation less than 0.25ha in area and not within 20m of the site or each other*
- (d) *strip of vegetation less than 20m in width regardless of length and not within 20m of the site, each other or other areas of vegetation being classified*
- (e) *non-vegetated area, including waterways, road, footpaths, buildings and rocky outcrops*
- (f) *low threat vegetation, including managed grasslands, maintained lawns, golf courses, maintained public reserves and parklands, botanical gardens, vineyards, orchards, cultivated ornamental gardens, commercial nurseries, nature strips and wind breaks.*

The site is in a recent estate setting and the BAL has been specifically assessed to be **BAL-LOW** under AS3959-2009.

Government and/or local Council may have planning overlays impacting this site that necessitate the adoption of a greater base BAL value (generally **BAL-12.5** instead of **BAL-LOW**).

The need to adopt such a greater base BAL must be determined by the Builder.

The **greater** of the site specific assessed BAL and the planning overlay BAL must be adopted.

LOG SHEET

LOT 34, MYOORA CRES., GREENVALE

GROUP FOUR

TEST SITE No.1 location 12m fFb 2m fLb

BUILDING PERMIT

Number 42013/027/0

Issued by David Madeira on 31/07/2018

Depth(mm)	Description	vsr/dcp -	Comments
GL-100	FILL – Clayey Silt mix, moist, mod comp		
100-200	Clayey SILT/V.Silty CLAY - grey, moist, MD		
200-700 UTP	Silty CLAY - brown/grey, moist, v.stiff unable to penetrate - possible floater		

TEST SITE No.2 location 19m fFb 2m fRb

Depth(mm)	Description	vsr/dcp -	Comments
GL-100	FILL – Clayey Silt mix, moist, mod comp		
100-200	Clayey SILT/V.Silty CLAY - grey, moist, MD		
200-800 UTP	Silty CLAY - brown/grey, moist, v.stiff unable to penetrate - possible floater		

TEST SITE No.3 location 5m fFb 2m fRb

Depth(mm)	Description	vsr/dcp -	Comments
GL-100	FILL – Clayey Silt mix, moist, mod comp		
100-200	Clayey SILT/V.Silty CLAY - grey, moist, MD		
200-1200 UTP	Silty CLAY - brown/grey, moist, v.stiff unable to penetrate - possible floater		

TEST SITE LOCATION SKETCH :

North

Approx Slope 1: 40

Drainage

Vegetation

Water Table

Date tested 06/08/18

Comments :

Lot 34

V.H.C. recommendations refer only to an area broadly bounded by our test site locations. If footing excavations reveal soil conditions different from those shown in the logs, V.H.C. must be consulted as soon as possible and excavations may have to be stopped.



REPORT ADDENDUM

LIMITS OF INVESTIGATION:	GROUP
	FOULON:
1.	BUILDING SURVEILLANCE
	BUILDING PERMIT
	Number: 2748420183027/0
	Issued by: David Medina on 31/10/2018

1. The recommendations made in this report are based on the assumption that the test results are representative of the overall subsurface conditions. The client should also be aware that our recommendations based only on the results of our test site locations at the time of testing. It is the responsibility of the owner/builder to confirm that the location of our test sites has broadly covered the site area for the FINAL proposed construction.
- While the test sites may represent the general subsurface conditions, variations between test sites should not be discounted:

If footing excavations reveal soil conditions significantly different from those shown in our attached LOG SECTION sheet , V.H.C. must be consulted as soon as possible and excavations may have to be stopped .

2. The recommendations in this report are based on the following :
- (a) The information gained from our investigation. (b) The present "state of the art" in testing and design (c) The building type and site treatment conveyed to us by the client. Should the client or his agent have omitted to supply us with the correct relevant information, or make significant changes to the building type and/or building envelope, our report may be made irrelevant and/or inappropriate. In such cases, we do not take responsibility for any consequences and we reserve the right to make an additional charge if more testing is necessary.
3. Notwithstanding the recommendations made in this report, we also recommend that wherever footings are close to any excavations or easements, that part of the footings should be deepened so that the projection from the underside of the footings and the bottom of the excavation makes an angle not exceeding 30 deg. in sandy soils and 45 deg. in clayey soils. (This angle is measured from the horizontal). We do not recommend a steeper angle unless sufficient testing is carried out to indicate otherwise or unless the footings are founded on solid rock.
4. Unless otherwise stated in our commission, any dimensions or slope direction and magnitude should not be used for any building costing calculations and/or positioning. Any sketch supplied should be considered as only an approximate pictorial evidence of our work.
5. Care has been taken to identify any filling on this site. A check should be made with all relevant authorities to obtain any records of filling. If any doubt exists on site at the time of construction, then V.H.C. should be contacted immediately for further advice.

GENERAL BUILDING AND MAINTENANCE RECOMMENDATIONS:

The maintenance of the building and the site is the responsibility of the owner. The owner should be familiar with the document – "Foundation Maintenance and Footing Performance: A Homeowners Guide" which is available from the CSIRO .

6. **SITE DRAINAGE:** good site drainage is one of the most important design feature of any footing. **The ground should be graded away from all footings at a minimum slope of 1:20 and every effort made not to allow ponding of water against the footings.** Unless the soil slopes well away from the footings at all times, excessive soil moisture may accumulate and cause wall and/or floor movements. Roof water should be diverted away from the building as soon as the roof is constructed by using temporary pipes. Soil drains should be constructed well before footing construction.
7. **SITE CLEARING:** if the removal of a pre-existing structure or vegetation disturbs the foundation soil, then we recommend the local deepening of the footings to a depth of at least 200mm below the disturbed level. If construction is to commence in late summer or autumn and large trees are to be removed, the moisture conditions should be stabilized by steady soaking the dry areas around the removed tree (V.H.C. should be consulted for further advice).
8. **IN CLAY SITES** (Classification "M", "H", "E") minor wall, floor and footing movements are inevitable, therefore, on such sites, we make the following additional construction recommendations to minimise their effects:
- (a) V.H.C. is of the opinion that BRICKWORK ARTICULATION joints or full height wall openings improve the performance of footings on clay sites. The builder should consider their use in long wall lengths and as specified in A.S.2870 or as specified by the designing Engineer.
- (b) Do NOT construct large archways, wing walls, and narrow isolated wall panels near corners. Brick work over doors and windows should be avoided in single storey construction; in two storey construction, brick work construction joints should be used. Do not use of brickwork over doors and windows without taking special structural precautions. Consult V.H.C. for advice in this matter if there is any doubt .
- (c) Any extension to an earlier structure should be tied with extra wall ties and not by interlocking brickwork.
- (d) Avoid excavations close to footings.
- (e) Service pipes should be detailed to tolerate footing movement. Plastic piping should be used wherever possible.
9. In HIGHLY or EXTREMELY EXPANSIVE sites (Class "H", "E"), hard tiles should be laid on an appropriate sheeting material using a rubber based adhesive and grout, alternatively, they can be laid directly on the concrete six months or more after construction.
10. **LIMITATIONS ON GARDENS :** the development of the gardens should not upset the drainage requirements nor the sub-floor ventilation and weephole drainage systems. Garden beds adjacent to the house should be avoided. Care should be taken to avoid overwatering of gardens.
11. **RESTRICTIONS ON LARGE TREES:** in clayey sites, trees (including trees on neighbouring sites) should be kept a distance away from the house of approximately the eventual mature height of the tree. For groups of trees it is recommended that the distance away from the house be increased to one and a half times the eventual mature height of the tree. These distances should be increased further if the clays in the area are considered to be very reactive.
If trees are to remain, then special footing design or root barrier may be required.
12. **LEAKS** in plumbing, including stormwater and sewerage and drainage should be repaired promptly.
13. **SHRINKAGE CRACKING** can be expected in concrete floors in the first 3 to 9 months in any site. This type of cracking does not require any special attention unless there is some vertical movement in the cracks or if the crack width exceeds 3mm.

V.H.C. (Aust.) Pty.Ltd. acn 062 784 909

Phone (03) 9754 1111

last rev. Fax (03) 9754 1222

HOME OWNER'S RESPONSIBILITY

May 2013

 <p>VHC GROUP FOUR BUILDING SURVEYORS</p>
<p>BUILDING PERMIT</p>
<p>1. proper landscaping 2. proper maintenance 3. safe gardens</p>

In order to protect the house and its footing from unwanted distress in the future, the owner is responsible for and must always provide the following around the perimeter of the house:

1. proper landscaping
2. proper maintenance
3. safe gardens

The objective of this proper landscaping, proper maintenance and having "safe" gardens is to minimize the variation in soil moisture levels around the footings that could lead to excessive soil movement and possible distress of the house and its footing.

It is assumed that the owner will always provide ongoing attention and, if required, quick remedial response to the above mentioned requirements. This assumption has formed part of the final Engineering Design and construction of the house and its footing.

In order to keep the construction of the footing affordable it is considered reasonable to detail and construct a footing that with the proper landscaping and maintenance requirements will perform adequately.

1. PROPER LANDSCAPING

The 2m strip of land around the full perimeter of the house is the crucial area that must be properly landscaped. This area must slope away from the house and its footings. Further requirements to this area include :

- for each 1m of strip there must be at least 50mm of fall away from the house
- this area must have a solid base that will drain water away from the house
- preferably paved (with paving also sloping away from the house)
- no garden beds present up against the house and its footings
- water from all outdoor taps, rain water tank overflows, hot water service overflows and air conditioner drip lines must all be drained into a suitable pit

With the area around the perimeter sloping away from the house it will be necessary to provide open spoon drains and/or pits to take the water from the sloped area to a legal point of discharge on the property. These drains are to be more than 1.5m away from the house.

All rain water hitting the ground/paving must be controlled and kept away from the footing.

Where the perimeter around the house is restricted by boundaries then special care must be taken. Consult with the neighbour and the Builder for advice to make sure that proper landscaping takes place.

2. PROPER MAINTENANCE

Leaking downpipes, sewers, gutters, water pipes and drains can adversely impact the site around the house. Unwanted water is a threat to the long term performance of the house and its footing. Blocked drains, gutters, downpipes and drainage pits can also prevent or hinder the drainage of storm water away from the house.

Regular inspections and ongoing maintenance must be carried out to repair pipes and drains and/or prevent any blockages.

3. "SAFE" GARDENS

Safe gardens avoid having garden beds within 1.5m of the house or its footings.

Safe garden watering must be controlled and not excessive.

Safe gardens don't contain trees that could possibly threaten the house or its footing.

Generally trees that potentially grow taller than the distance the trees are away from the house should be avoided or removed. Consult an Arborist if there is any doubt as to whether the existing tree(s) will have any impact on the house or its footings. The Arborist may recommend the use of a tree root barrier to protect the house from the impact of the tree(s).

After the construction of the house is completed by the builder, the house is then passed over into the care of the owner. From that time on it will be the responsibility of the owner to keep the property in a serviceable condition by following the above mentioned requirements.

Important Reading and further reference:

- The Geotechnical Report, Footing Design and Builder's Drawings for the house.
- CSIRO: Foundation Maintenance & Footing Performance: A Homeowner's Guide (BTF 18)

Please contact VHC Engineers to discuss any questions concerning the home owner's responsibilities.

FORM 16

Building Act 1993

Building Regulations 2018

Occupancy Permit - 2748420183027/0

Property details			
Lot 34 18 Myoora Crescent, Greenvale			
Lot 34	PS717540U	Vol 12006	Folio 268
Municipal District City of Hume			
Crown allotment N/A	Section N/A	Parish N/A	County N/A

Building permit details

Building permit number 2748420183027/0

2016 version of BCA applicable to building permit

Building details

Building to which permit applies Double Storey Dwelling and Garage	BCA Class of building 1ai
Permitted use Domestic	Maximum permissible 1.5 floor live load
	Storeys contained 2

Performance solution

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

Relevant performance requirement	Details of performance solution
P2.1.1 Structural stability and resistance to actions	To allow a 110mm wide masonry wall and 90mm timber framed wall to overhang the concrete slab a max distance of 25mm subject to not exceeding 3m in length and where the area of overhang is not subject to point loads where the wall overhang exceeds 15mm as per report number PBS253 17-5 prepared by Stuart McLennan BS-U 1577.
P2.1.1 Structural stability and resistance to actions	To allow the wall ties to be spaced at 450mm x 600mm maximum centres in locations with a wind class of not more than N2 and in addition for double storey construction the number of wall ties will be doubled at the first floor joist level as per report number PBS 253 17-7 prepared by Stuart McLennan BS-U1577.
P2.1.1 Structural stability and resistance to actions, P2.2.2 Weatherproofing, P2.2.3 Dampness	To allow the external masonry veneer walls to be constructed using the BCA2011 Deemed to satisfy acceptable construction practice instead of the acceptable construction manuals AS4773 Parts 1 and 2 as per report number PBS253 17-3 prepared by Stuart McLennan BS-U 1577
P2.2.2 Weatherproofing	To allow masonry veneer wall cavity to be reduced to 5mm adjacent services, penetrations, fixtures and other wall installations as per report number PBS 253 17 by Stuart McLennan BS-U 1577
P2.2.2 Weatherproofing	To allow the nominal mortar mix to be 1 part cement, 1 part lime and 10 parts sand as per report number PBS253 17-4 prepared by Stuart McLennan BS-U 1577.
P2.2.3 Dampness	To allow the damp-proof course/flashing to be installed: a. Level with the adjoining paving at the roofed alfresco and porch entrances. B. Within 1m of the roofed entries, to be a min of 20mm above the adjoining paving level as per report number PBS253 17-1 prepared by Stuart McLennan BS-

	U1577
P2.4.5 Ventilation	To allow the ground floor exhaust fans in the bathroom, sanitary compartment and ensuite to discharge into the first floor cavity where the cavity vents to the outside of the building as per report number PBS253 17-2 prepared by Stuart McLennan BS-U1577.
P2.5.1 Stairways and ramps	To allow the stair construction to adopt the tolerance values in BCA 1996 and have a 5mm variance between riser and goings and 15mm variation between the last riser and first riser as per report number PBS 253 17-6 prepared by Stuart McLennan BS-U1577.
P2.3.1 Protection from the spread of fire	To allow the garage and dwelling wall and roof junction located within 900mm of the allotment boundary to be protected against the spread of fire using one of the following three options - By a gap between the top of the masonry and the underside of the roof cladding no greater than 200mm. - By a gap between the top of the masonry and the underside of the roof cladding greater than 200mm and the installation of CSR Bradford Fireseal glass wool insulation. - By a gap between the top of the masonry and the underside of the roof cladding greater than 200mm and the installation of Eyzylite Next Gen board FRW-1 System with an FRL of 60/60/60 As per report number PBS 2559 18 Rev A prepared by Stuart McLennan BS-U 1577
P2.2.2 Weatherproofing,P2.2.3 Dampness,P2.2.1 Surface water	To allow the damp-proof course/flashing installed in the masonry veneer walls of the dwelling to be a minimum of 80mm above the natural ground level in unpaved landscaped areas. As per report PBS 2524 prepared by Stuart McLennan BS-U 1577
P2.2.2 Weatherproofing	To allow the omission of head flashing above wall openings where the depth of masonry is not more than four brick courses.
P2.6.1 Building	To allow a dual reticulation water system in lieu of a rainwater tank connected to all sanitary flushing systems.

Conditions to which this permit is subject

Occupation is subject to the following conditions -

(2) Other conditions

- All cooking appliances, hot water appliances and if applicable the rain water tank to be operational prior to occupation. All services to be connected prior to occupation.
- All landscaping to ensure a vapour barrier is installed and maintained to the edge beam of the slab. Such vapour barrier is to extend above the height of soil.
- All landscaping works to maintain a minimum distance from below weep holes of 150mm to ungraded soil; or 75mm to paving or graded soil; or 50mm to paving with a roof cover.
- External steps & landings to be maintained to comply with BCA 3.9.
- Facilities to be installed & connected at handover.

Suitability for occupation

At this date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

OCCUPANCY
PERMIT

Relevant building surveyor

Name David Madeira

Building practitioner registration number BS-U 27484

Occupancy permit no. 2748420183027/0

Date of issue: 21-June-2019

Date of final inspection: 19-June-2019

Municipal District: City of Hume

Signature:



Domestic Building Insurance

Certificate of Insurance

Jacquelyne Armstrong, Kurt Lewis

**2 38 Grandview Road
NIDDRIE
VIC 3042**

Policy Number:

C390116

Policy Inception Date:

17/09/2018

Builder Account Number:

014406

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: **Lot 34 Myoora Crescent GREENVALE VIC 3059 Australia**

Carried out by the builder: **ABN GROUP (VIC) PTY LTD**

Builder ACN: **130382188**

! 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): **Jacquelyne Armstrong, Kurt Lewis**

Pursuant to a domestic building contract dated: **19/05/2018**

For the contract price of: **\$ 328,822.00**

Type of Cover: **Cover is only provided if ABN GROUP (VIC) PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

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

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

PLEASE CHECK

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

IMPORTANT

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

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

Period of Cover

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

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

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

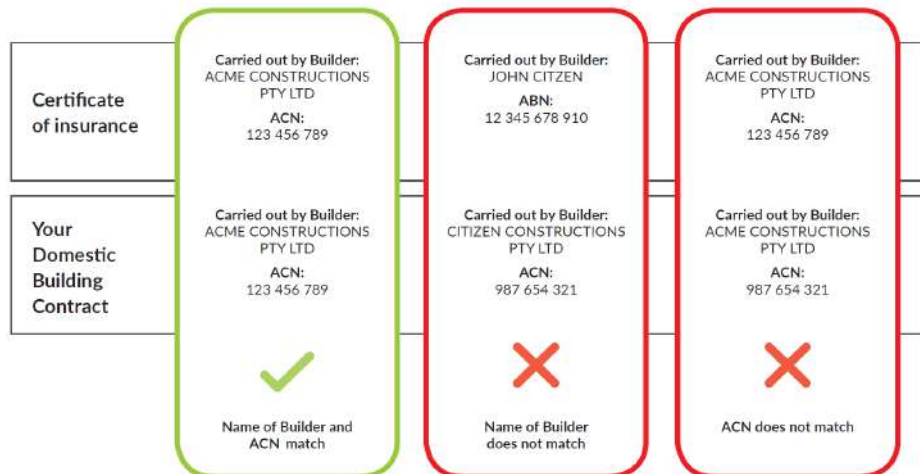
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$735.00
GST:	\$73.50
Stamp Duty:	\$80.85
Total:	\$889.35

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

Below are some example of what to look for



Harcourts Hume

41a 10 Craigieburn Plaza, Craigieburn
Road,
Craigieburn, VIC 3064

P: 03 9333 7999

ABN: 64163064382



Residential Rental Agreement

for

18 Myoora Cres, Greenvale VIC 3059

This agreement is between **Jacky Armstrong, Kurt Lewis**
and **Loretta Rosati**.

Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

1. Date of agreement

This is the date the agreement is signed

Mon 21/11/2022

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

18 Myoora Cres, Greenvale VIC

Postcode 3059

3. Rental provider details

Full name or company name of rental provider

Jacky Armstrong, Kurt Lewis

Address (if no agent is acting for the rental provider)

Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name

Harcourts Hume

Address

41a 10 Craigieburn Plaza, Craigieburn Road, Craigieburn, VIC

Postcode 3064

Phone number

03 9333 7999

ACN (if applicable)

Email address

maria.zamanis@harcourtsrp.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address: **Postcode**

Phone number:

Email:

5. Length of the agreement

Fixed term agreement

Start date

(this is the date the agreement starts and you may move in)

End date

Periodic agreement (monthly)

Start date

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

6. Rent

Rent amount(\$) (payable in advance)	<input type="text" value="2476.00"/>
To be paid per	<input type="checkbox"/> week <input type="checkbox"/> fortnight <input checked="" type="checkbox"/> calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	<input type="text" value="16th day of each month"/>
Date first rent payment due	<input type="text" value="Mon 16/01/2023"/>
The rent will be increasing to	<input type="text" value="\$2476.00"/> <input type="text" value="per month"/> from <input type="text" value="Mon 16/01/2023"/>

7. Bond

The Renter has paid the bond specified below

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email rtba@justice.vic.gov.au, or call the RTBA on 1300 13 71 64

Rental bond amount(\$)	<input type="text" value="2443"/>
Bond lodgement date	<input type="text" value="Mon 16/01/2023"/>
Bond Lodgement No.	<input type="text" value="14914909"/>

Part B – Standard terms

8. Rental provider's preferred method of rent payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

direct debit bank deposit cash cheque money order BPay

other electronic form of payment, including Centrepay

Payment details (if applicable)

46799888

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

<input checked="" type="checkbox"/> Yes	Maria Zamanis: maria.zamanis@harcourtsrp.com.au
<input type="checkbox"/> No	

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1 <input checked="" type="checkbox"/> Yes	Loretta Rosati: xxxxx@xxxxx.com.au
<input type="checkbox"/> No	

Renter 2 <input type="checkbox"/> Yes	
<input type="checkbox"/> No	

Renter 3 <input type="checkbox"/> Yes	
<input type="checkbox"/> No	

Renter 4 <input type="checkbox"/> Yes	
<input type="checkbox"/> No	

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair
(rental provider to insert details)

Emergency contact name

Maria Zamanis

Emergency phone number

+61421515871

Emergency email address

maria.zamanis@harcourtsrp.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation

Do owners corporation rules apply to the premises?

If yes, the rental provider must attach a copy of the rules to this agreement.

(Rental provider to tick as appropriate)

No

Yes

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

The condition report has been provided

The condition report will be provided to the renter on or before the date the agreement starts

Part C – Safety related activities

14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
-

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
-

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
 - i. any smoke alarm is correctly installed and in working condition; and
 - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
 - iii. the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
 - i. information about how each smoke alarm in the rented premises operates;
 - ii. information about how to test each smoke alarm in the rented premises;
 - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
 - (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
 - (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.
-

18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises has:
 - locks to secure all windows capable of having a lock, and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
 - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - a family violence intervention order; or
 - a family violence safety notice; or
 - a recognised non-local DVO; or
 - personal safety intervention order.

24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
 - damage to the premises; and
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

- The rental provider may enter the premises—
 - at any time, if the renter has agreed within the last 7 days; and
 - to do an inspection, but not more than once every 6 months; and
 - to comply with the rental provider's duties under the Act; and
 - to show the premises or conduct an open inspection to sell, rent or value the premises; and
 - to take images or video for advertising a property that is for sale or rent; and
 - if they believe the renter has failed to follow their duties under the Act; and
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

32. Residential Tenancy Database

In accord with Section 439 (1) of the Act Harcourts Hume will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by Harcourts Hume subject to the Act.

33. Rental Provider Obligations

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or Harcourts Hume may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or Harcourts Hume may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.

The Rental Provider must not increase the Rental more than once in every 12 months.

Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.

This Agreement may only be amended in writing signed by the Rental Provider and the Renter.

Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.

34. Availability of Premises

Harcourts Hume will use its best endeavours so that the Premises are available on the Commencement Date.

35. Payment of Services

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.

It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or Harcourts Hume should the power not be connected at the commencement of this Agreement.

The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

36. Contents Insurance

The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.

37. Use of Premises

The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior written consent of the Rental Provider. Any request for consent must be made in writing to Harcourts Hume.

38. No Representations

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or Harcourts Hume in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

39. Condition Report

The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.

The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to Harcourts Hume within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by Harcourts Hume will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.

40. No Promise of Renewal

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or Harcourts Hume in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

41. Rental Provider Termination

The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

42. Lost Keys

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. Harcourts Hume does not guarantee that it holds a spare set of keys to the Premises at its offices.

43. Extra Keys

The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to Harcourts Hume at the end of the tenancy without reimbursement.

44. Floor Protection

If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.

45. Changing Locks

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or Harcourts Hume a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

46. Comply with Insurance

Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of

doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

47. No Invalidating Insurance

The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

48. Protection Against Damage

The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or Harcourts Hume or their respective contractors.

49. Shared Services

The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.

50. No Servicing Vehicles

The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.

51. Report Damage or Injury

The Renter shall notify Harcourts Hume immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

52. Notify Blockages

The Renter must as soon as practicable notify the Rental Provider or Harcourts Hume of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or Harcourts Hume or their respective contractors.

53. Alterations

The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.

54. Rubbish

The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

55. Pests

The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.

56. Hanging Clothes

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of

clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

57. Replace Light Globes

The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

58. Smoke Free Zone

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

59. Payment of Rental

All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by Harcourts Hume from time to time.

60. Rental Increase

If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.

61. Maintain Garden

The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.

62. Watering System

If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, Harcourts Hume or their contractors.

63. Rental Provider Repairs

The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify Harcourts Hume in writing.

64. Urgent Repairs

The Renter acknowledges that Harcourts Hume is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact Harcourts Hume during business hours or after hours information service on +61421515871 or Harcourts Hume approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

65. Vehicle Parking

The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is

provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.

66. Pets

The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or Harcourts Hume. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or Harcourts Hume may impose reasonable conditions. It is not unreasonable for the Rental Provider or Harcourts Hume to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or Harcourts Hume to keep a pet at the Premises the Renter must complete and provide a pet request form.

67. Pools and Water Features

The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

68. Rental Provider Entry

Subject to compliance with the Act, the Rental Provider or Harcourts Hume has the right to enter the Premises:

- To carry out duties specified in this Agreement, or the Act or any other legislation or law;
- To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
- To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provide further that at least 7 days' written notice has been given to the Renter.

69. Assignment and Sub-Letting

If during the term of the tenancy the people in occupation of the Premises change -

The Renter must as soon as practicable notify the Rental Provider or Harcourts Hume in writing and comply with clause 27 in Part D of this Agreement.

The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or Harcourts Hume for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of Harcourts Hume as agent to manage the Premises.

70. Rental Provider Notice

If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.

71. Renter Notice

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the

Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

72. Periodic Tenancy

If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.

73. Rental Provider Expenses

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or Harcourts Hume the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by Harcourts Hume;
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

74. Return Keys

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to Harcourts Hume during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

75. No Set-Off

The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.

76. Remove Personal Property

The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.

77. Window Cleaning

If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.

78. Carpet Cleaning

If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide Harcourts Hume with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

79. Definitions and Interpretation

All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.

80. Electronic Notices

The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed

utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of Harcourts Hume. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

81. Change of Electronic Address

The Rental Provider and the Renter must give immediate written notice to the Other Party and Harcourts Hume if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

82. Withdraw Consent

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or Harcourts Hume but such notice shall only become effective on receipt by the Rental Provider or Harcourts Hume.

83. Furnishings

If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

84. Care for Furnishings

The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.

85. Repair/Replacement of Furnishings

At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).

86. Cost of Repairs/Replacements

The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.

87. Owners Corporation

A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

Privacy Collection Notice

As professional property managers **Harcourts Hume** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9333 7999

Primary Purpose

As professional property managers, **Harcourts Hume** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Harcourts Hume** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025 ("ntd"))
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

Harcourts Hume also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities

(Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **Harcourts Hume** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **Harcourts Hume** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **Harcourts Hume** privacy policy can be viewed without charge on the **Harcourts Hume** website; or contact your local **Harcourts Hume** office and we will send or email you a free copy.

Disclaimer

Harcourts Hume its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **Harcourts Hume** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider's Agent

Rental Provider's Agent : **Maria Zamanis** on behalf of **Jacky Armstrong and Kurt Lewis** (Rental Provider)



Signed at Mon, 21/11/2022 09:19

Renter(s)

Renter : **Loretta Rosati**



Signed at Fri, 18/11/2022 17:16

AUDIT TRAIL

Loretta Rosati (Renter)

- Fri, 18/11/2022 17:15 - Loretta Rosati clicked 'start' button to view the Residential Rental Agreement
- Fri, 18/11/2022 17:16 - Loretta Rosati signed the Residential Rental Agreement
- Fri, 18/11/2022 17:16 - Loretta Rosati submitted the Residential Rental Agreement

Maria Zamanis (Rental Provider's Agent)

- Mon, 21/11/2022 09:18 - Maria Zamanis clicked 'start' button to view the Residential Rental Agreement
- Mon, 21/11/2022 09:19 - Maria Zamanis stamped saved signature the Residential Rental Agreement
- Mon, 21/11/2022 09:19 - Maria Zamanis submitted the Residential Rental Agreement

AGREEMENT END

Deed of Agreement to Terminate a Fixed Term Tenancy Agreement by Mutual Consent

Date of Agreement: 13th July 2023

PARTIES

Rental Provider: Kurt Russell Lewis & Jacquelyne Anne Armstrong **"Party 1"**
Renter: Loretta Rosati **"Party 2"**
Rental Property Address: 18 Myoora Crescent Greenvale Vic 3043 **"The Property"**

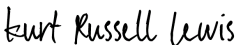
RECITALS

- A. The Rental Provider and The Renter acknowledge and agree that there is an existing Residential Tenancy Agreement to lease the subject property, known as 18 Myoora Crescent Greenvale, dated the 21 November 2022 and executed by both parties. The length of the fixed term tenancy is 2 years commencing on 16 January 2023 and ending date is 15 January 2025. Attached is a copy of the existing residential Tenancy Agreement dated 21 November 2022.
- B. The Rental Provider will be offering The Property for sale by public auction on vacant possession and requests from the Renters her consent to mutually terminate the existing fixed term Residential tenancy Agreement in accordance with Section 91c & 91d of the Residential Tenancy Act, 1997.
- C. The Renter acknowledges and understands the Rental Provider's request and agrees by mutual consent to terminate the fixed term tenancy agreement in accordance with Section 91c and Section 91d of the Residential Tenancy Act, 1997.


2. Agreed Terms of Mutual Consent to Termination the Lease


- a. The Renter agrees to vacate the subject The Property upon receiving a written Notice to Vacate of not less than 90 days from the Rental Provider.
- b. The Rental Provider agrees that the Notice to Vacate will only be sent to The Renter when the property is sold unconditionally.
- c. When the Rental Provider serves The Renter with a Notice to Vacate, the Rental Provider agrees to pay the Renter within 3 business days of serving the Notice to Vacate, the total sum of \$3,500 by way of bank transfer to the Renters nominate bank account and agrees to an early release of the Renters full bond amount to the Renter.
- d. The Renter agrees to vacate the property on or before the required vacate date.
- e. The Renter agrees to continue to pay the Rent to the date The Renter vacates the property.
- f. The Renter agrees to continue to maintain and property as per the entry condition report except for fair wear and tear.
- g. The Rental Providers agrees and understands that The Renter can vacate The Property any anytime by providing 14 days written Notice to Vacate the Property, to the Rental Provider.
- h. The Renter agrees to continue to pay rent to the vacate date and will maintain The Property as per the entry condition report except for fair wear and tear.
- i. The Rental Providers agrees that The Renter will not be liable for any break lease fees for mutually consenting to terminate the lease.
- j. The Rental Provider and The Renter understand and agree that the termination of the lease is by mutual consent and is irrevocable.
- k. This Deed is the full and final Agreement.

EXECUTED as an agreement on: 20-Jul-23

DocuSigned by:

96040A5EBB4745F...

Party 1 Signature

DocuSigned by:

F1889CF48842470...

DocuSigned by:

7EA45AA9A82145B...

Party 2 Signature