

NAJEEB MICHAEL SULAQA
(Vendor)

**CONTRACT OF SALE OF REAL ESTATE and
SECTION 32 VENDORS STATEMENT**

Ppty: 35 Jacksonia Drive, Mickleham VIC 3064

PERFECT CHOICE CONVEYANCING SERVICES

820 Pascoe Vale Road, Glenroy VIC 3046

Tel: (03) 9304-1070

Fax: (03) 9304-1071

Mob: 0417-567-968

Email: info@pcconveyancing.com.au

CONTRACT OF SALE OF REAL ESTATE

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

Ppty: 35 Jacksonia Drive, Mickleham VIC 3064

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
- and in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing-

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

..... on/...../20__

Print name(s) of person(s) signing

State nature of authority if applicable

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

SIGNED BY THE VENDOR

..... on/...../20__

NAJEEB MICHAEL SULAQA

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF THE PLAN

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

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

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

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Tel: (03)

Fax: (03)

Mob:

Email:

VENDOR

Najeeb Michael Sulaqa

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Perfect Choice Conveyancing

820 Pascoe Vale Road, Glenroy VIC 3046

Ref: 14858

Tel: 9304-1070

Fax: 9304-1071

Email: info@pcconveyancing.com.au

PURCHASER

Name:

.....

Address:

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	12483	Folio	476	40346	PS900070L
Volume		Folio			

OR

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

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: **35 Jacksonia Drive, Mickleham VIC 3064**

GOODS SOLD WITH THE LAND (general condition 6.3(f)) (list or attach schedule)

All fixtures and fittings as inspected.

PAYMENT

Price \$

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

Balance \$ _____ payable at settlement

GST (general condition 19)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-48 of the **GST Act** or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

Margin Scheme

SETTLEMENT (general conditions 17 & 26.2)

is due on the _____ day of _____, 20____

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

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

LEASE (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 5.1.

If '**subject to lease**' then particulars of the lease are: Not Applicable.

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

TERMS CONTRACT (general condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* then add the words '**terms contract**' in this box and refer to general condition 30 and add any further provisions by way of special conditions.

LOAN (general condition 20)

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

Lender:

Loan amount

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.

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

Special Conditions

SPECIAL CONDITIONS

Any Special Conditions written below which are inconsistent with the General Conditions hereinbefore contained shall modify or exclude such Conditions to the extent of such inconsistency.

INTERPRETATION

1. In this contract except where inconsistent with the context or subject matter words importing the singular shall include the plural words importing the plural shall include the singular words importing one gender shall include any other gender and if there is more than one purchaser then each purchaser shall be bound both severally and also jointly with every other purchaser by the terms and conditions of this contract to be performed and observed by the purchaser.

ACKNOWLEDGMENT OF STATEMENT

2. The purchaser hereby acknowledges that prior to signing this contract and prior to signing any other documents relating to the sale hereby effected he received a statement in writing signed by the Vendor pursuant to Section 32 of the Sale of Land Act 1962 (as amended) in the form included in this Contract of Sale.

REPRESENTATIONS

3. The Purchaser admits that this Contract constitutes the whole of the agreement made between the Vendor and the Purchaser. The Purchaser acknowledges that there are no conditions, obligations, representations, terms or warranties (except those contained herein) relating to the sale of the property, including any made by the Vendor or its agents unless these are set out in the Contract.

ACKNOWLEDGMENT AS TO INSPECTION OF PROPERTY

4. The purchaser acknowledges that the purchaser has inspected the property and Chattels in their present condition and state of repair and with any defects existing at the date thereof. The Purchaser agrees that the Vendor is under no liability or obligations to carry out repairs, renovations, alternations or improvements.

NOMINATION

5. If the contract states that the property is sold to a named purchaser "and/or nominee", the named purchaser may, at least fourteen (14) days prior to the settlement date, nominate an additional or substitute Purchaser, however the named purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract of Sale.
 - a) If the nominated Purchaser is a company then the named Purchaser shall deliver the guarantee herewith, signed by all the directors of the company to the Vendor's conveyance.

VENDOR'S LOSS AND DAMAGE

6. The purchaser breaching this Contract shall pay upon all demand all expenses incurred by the Vendor as a result of such breach notwithstanding:
 - a) That the purchaser may not be aware at the date of the Contract of the particular consequences which may flow from delay in settlement; and
 - b) That such damages could not have reasonably been foreseen by the Purchaser.

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date under the Contract or at a time subsequently arranged by consent with their representative, the Vendor will or may suffer the following losses and expenses which the Purchaser moneys in accordance with the terms of the Contract: -

- a) The cost of obtaining bridging finance to complete the Vendor's purchaser of another property and interest charged on such bridging finance calculated from the due date of the settlement.
- b) Interest payable by the Vendor under any existing Mortgage over the property calculated from settlement;
- c) Accommodation expenses necessarily incurred by the Vendor;
- d) A fee for rescheduling settlement on the day of settlement or after set at \$550.00 per re-attendance;

- e) Legal and Conveyancing, representatives costs and expenses as between Vendor's solicitor/Vendor's representative and Vendor;
- f) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase of another property.

If the Vendor gives to the Purchaser a notice of default under this contract, the default will not be remedied until remedy by the purchaser of the relevant default or if the default is incapable of remedy, compensation is paid to the Vendor's satisfaction.

DEFAULT INTEREST

- 7. Should the Purchaser default in payment of any money due under this Contract, then interest at the rate of 14 per centum (14%) per annum shall be paid on demand by the Purchaser to the Vendor upon the money overdue. The said interest shall be computed from the due date herein provided for the payment of the said money until such monies are paid and shall be payable by the Purchaser to the Vendor upon demand without necessity for any notice in writing whether under General Condition 33 or otherwise. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise. The provisions of General Condition 33 shall not apply to this Contract.

MERGER

- 8. The provisions of this contract shall not merge in the transfer of the land and shall continue to bind the vendor and the purchaser to the extent that any of them require to be complied with after the Settlement Date.

SWIMMING POOL OR SPA

- 9. If the Property contains a swimming pool or spa the Building Regulations require suitable safety barriers to be established. The Purchaser acknowledges responsibility for this from the date of Contract and warrants to the Vendor it will comply with all building regulations and other requirements that may apply in relation to the swimming pool or spa.

NOTICES

- 10. The Purchaser will be responsible from the date of Contract for complying with any notice, order, declaration or report including payment of any new or special levy that may affect the Property.

The purchaser will indemnify and keep indemnified against all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatsoever which the vendor may suffer, sustain or incur in connection with or relating to any liability, claim or action, demand, suit or proceedings howsoever arising, made or incurred on or subsequent to settlement, or from events or occurrences happening or arising on or subsequent to settlement, in any way in connection with the Property or any act, matter or thing occurring thereon.

FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975

- 11. The purchaser warrants to the vendor that any approval required under the Foreign Acquisition and Takeovers Act 1975 (as amended) or any real estate policy guidelines of the Commonwealth Government and/or the approval of The Reserve Bank of Australia under the banking (Foreign Exchange) Regulations to enter into this contract has been obtained or that a statement of non-objection in connection with the Foreign Acquisition and Takeovers act 1975 or such guidelines has been obtained. In the event that this warranty is untrue in any respect the purchaser hereby indemnifies and keeps indemnified the vendor against any loss (including consequential loss) which the vendor suffers as a result of the vendor having relied on this warranty at the time of entering into this contract.

Where the purchaser is not a resident and ordinary domiciled in Australia or a foreign company, the purchaser shall:-

- a) Within 60 days of request of the vendor produce to the vendor adequate proof of the Purchaser's ability to pay the residue of moneys owing in the form of

- I. Written confirmation from an Australian bank showing funds on deposit being available for the settlement of the contract;
- II. A letter of approval from an Australian bank in respect of any loan to be taken out by the purchaser for the settlement of the contract;
- III. Any other approval or confirmation approved by the vendor sufficient to show the ability of the purchaser to pay the residue owing.

- b) Any failure by the purchaser to comply with the provisions of this clause shall be deemed a material breach of this contract and the vendor shall be entitled to rescind this contract.

MULTIPLE PURCHASERS

12. If there is more than one purchase then:-

- a) The Purchasers obligations in this will bind all those persons jointly and severally;
- b) It is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property.
- c) If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers responsibility to pay any additional duty which may be assessed as a result of the variation;
- d) The purchasers fully indemnify the vendor, the vendor's agent and representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- e) This special condition will not merge on completion.

EARLY POSSESSION

13. In the event that the Vendor allows the Purchaser to take possession of the subject property prior to the settlement then the Purchaser shall execute a licence agreement as prepared by the Vendor's representative and shall prior to taking possession pay the costs associated with the said preparation.

SUBJECT TO LEASE (if applicable)

14. If the property is being sold subject to a lease or receipt of their rents and profits.

The purchaser acknowledges being satisfied with all aspects of the lease and will not make any claim or objection in respect of the leave or any variation to it.

The rent and all outgoings payable by the tenant under the lease (the lease money) will be apportioned on the settlement date between the vendor and the purchaser as follows:

- a) The vendor will be entitled to all lease money payable in respect of the full period up to and including the settlement date and the purchaser will be entitled to all lease money payable from the date after that date.
- b) Where lease money has been paid to the vendor for a period expiring after the settlement date the vendor allow the purchaser a proportion that the number of days remaining in the period after settlement date bears to the total number of days in the period.
- c) If any lease moneys are in arrears the purchaser will allow those arrears to the vendor.

The purchaser agrees that after the settlement date the vendor will be entitled to commence proceedings in the name of the purchaser against the tenants under the lease to recover any rent which may be unpaid on the settlement date or to enforce the tenant's obligation to pay rates or other outgoings.

The purchaser must pay to the vendor any lease money received by the purchaser for any period up to the settlement date.

This condition will not merge on settlement but remain in operation for as long as is necessary to give effect to it.

PLAN OF SUBDIVISION (if applicable)

15. The Purchaser acknowledges that as at the Day of Sale the plan of Subdivision has not been registered by the Registrar of Titles pursuant to Part 4 of the Subdivision Act or Section 97 of the Transfer of Land Act (as the case may be).
- a) The vendor shall at his/her own cost and expense procure registration of the Plan of Subdivision.
 - b) If the Plan is not registered within (18) months after the Day of Sale, either the Purchaser or the Vendor may after the expiration of that (18) months but before the Plan of Subdivision is so registered rescind this Contract of Sale by notice in writing to the other party and the Deposit Money shall then be repaid to the Purchaser in full.
 - c) The Vendor reserves the right to make alternation to the Plan of Subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land) the purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupation and otherwise on the ground that the Plan of Subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the property as inspected by the Purchaser.
 - d) Plans of Works intended to affect the natural surface levels of the land comprised in the Plan and the abutting land are annexed to the Section 32 Statement (if applicable). The Vendor reserves the right to alter the natural surface levels of the property any time after the Day of Sale. The Vendor Shall notify the Purchaser as soon as practicable of any changes to the works already disclosed in the Vendor's Section 32 Statement (if applicable).
 - e) Until such time as the Plan of Subdivision has been registered by the Registrar of Titles the Purchaser shall not lodge or cause permit to be lodged on the Purchaser's behalf any Caveat in respect of the Purchaser's interest in the property and the purchaser shall indemnify and keep indemnified the Vendor against any loss or damage which the Vendor may incur or suffer as a consequence of any breach by the Purchaser of this provision.

OWNER BUILDER (if applicable)

16. The Purchaser acknowledges that prior to signing the contract, the purchaser has received a copy of the inspection report as prescribed in Section 137B of the Building Act 1993, and a copy of a certificate evidencing the existence of the required insurance.

The Vendor's warrants that they have effected a Policy Insurance which indemnifies the purchaser (and any subject purchasers) against all losses and damage during the period of insurance which result from:

- a) Any breach of the Statutory Warranties under Section 137C of the Act; and
- b) Alternative accommodation, removal and/or storage costs reasonably and necessarily incurred as a result of any event under (a) above.

The Vendor warrants that 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.

The Vendor warrants that 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.

The Vendor warrants that domestic building work has carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Act and the regulations.

RATE CERTIFICATES

17. The Purchaser agrees to provide copies of all certificates obtained by them to complete any adjustments to the Vendor's Representative if requested. The Vendor will not be obliged to provide cheque details until this condition has been complied with.

STATEMENT OF ADJUSTMENTS

18. Further to General Condition 23, Adjustments must be prepared on behalf of the Purchaser and provided to Perfect Choice Conveyancing Services not less than 5 days prior to the due date of settlement and any failure to do so, will cause the Purchaser to pay an administration fee to Perfect Choice Conveyancing of \$220.00 for the delay in receiving the Statement of Adjustments.
19. The provisions of this Contract shall apply and prevail over any statutory or implied conditions but only to the extent of any inconsistency and to the extent permissible at law.

AUCTION CONDITIONS (if applicable)

20. The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set in the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

DEPOSIT RELEASE

21. The purchaser agrees to release the deposit monies to the vendor via signed Section 27 Statement along with a copy of the Section 27 letter from the mortgagee (if applicable). The purchaser will not object to the release of deposit monies.

SUBJECT TO FINANCE

22. In the event that the contract of sale is subject to finance and the Purchaser's finance has not been approved by the due date, the Purchaser must:
 - (a) provide a declined letter from the lender (not the mortgage broker) stipulated on the Contract of Sale to confirm that the finance has been declined; and
 - (b) provide sufficient evidence and the circumstances as to why the finance was declined.

Should the declined letter and sufficient information not be provided in writing to our office, the Vendor will not instruct the selling agent or stakeholder to refund any deposit monies to the Purchaser until this is satisfied by the Vendor.

SETTLEMENT AGENT APPOINTMENT

23. The purchaser acknowledges that the Vendor has appointed Perfect Choice Conveyancing Services as its agent for the purpose of completing this transaction and for directing the payment of all moneys payable pursuant to the Contract. The purchaser and their representative acknowledge that they will not be entitled to request any further proof of this authority.

DEFECT LIABILITY PERIOD

24. The vendor shall organise the builder, at its own expense and cost in a proper and workmanlike manner, to make good any defects in the said dwelling house erected on the land hereby sold which defects:
 - (a) Arise out of faulty workmanship and/or materials; and
 - (b) Are notified in writing to the vendor and/or builder within a period of 90 days from the date of occupancy permit. It is expressly declared that there shall be no obligation on the vendor to make good any cracking or loosening or other defects which may be caused by natural shrinkage, damage caused by the purchaser and/or tenants after taking possession from settlement or any other matters incidental hereto that are not as a result of faulty workmanship and/or materials.

The vendor and/or builder shall endeavour to rectify the defects notified within 90 days of receipt of notice of such defect. The purchaser shall not be entitled to delay settlement in relation to any defects noted under this condition.

BUILDING WORKS

25. This Contract is not a major domestic building contract.
26. If at settlement there is any dispute relating to the quality, minor defects or standard of finish of the building works or fittings/fixtures sold then the Purchaser is not entitled to delay or postpone settlement as a consequence or require the retention of any part of the purchase price and instead must complete the settlement as required by this contract.
27. The Vendor may at any time, and without reference to the Purchaser, vary the Building Plans or vary the Building Specifications prior to or during the course of construction to comply with any requirements of the Responsible Authority, the Registrar, any Authority or the Builder. The Purchaser acknowledges to have inspected the property prior to signing and will not make any requisitions against the Vendor or Builder to modify or change the Building Plans or Building Specification prior to or after settlement.
28. Should any of the finishes of fittings set out in the Specifications and/or inclusions list not be available to the Vendor's builders, contractors and like employees, the Purchaser hereby authorises the Vendor to select at its own discretion, alternatives of similar standard and quality and the Vendor is not obliged to notify the Purchaser of any such changes.

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 to 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 Online 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 correct 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 provision folio under section 23 of the 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 refer 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 the 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 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 10.00am and 4.00pm 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 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.

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 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, unless the margin scheme applies.

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 The 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 period 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 all 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 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 to 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 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 adjustment 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 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 authorised 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 provide 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 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 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 the 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 reasonable foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

GUARANTEE AND INDEMNITY

The following guarantee shall be executed by each person who executed this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if the Purchaser is a Corporation):

I/We, _____ of _____
and _____ of _____

(hereinafter called the "Guarantors") IN CONSIDERATION of the within-named Vendor(s) selling to the within-named Purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions contained therein DO HEREBY for ourselves and our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the said Vendor(s) and their assigns that if at any time default shall be made in payment of the deposit or residue of purchase money or interest or any other moneys payable by the Purchaser(s) to the Vendor(s) under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser(s) I/we will forthwith on demand by the Vendor(s) pay to the Vendor(s) the whole of the deposit money, residue of purchase money, interest or other moneys which shall then be due and payable to the Vendor(s) and hereby indemnify and agree to keep the Vendor(s) 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(s) may incur by reason of any default on the part of the Purchaser(s). This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

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

IN WITNESS whereof the parties hereto have set their hands and seals the _____ day of _____ 20____

SIGNED SEALED AND DELIVERED by the said _____)
in the presence of: _____)

.....witness

SIGNED SEALED AND DELIVERED by the said _____)
in the presence of: _____)

.....witness

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	35 Jacksonia Drive, Mickleham VIC 3064
-------------	--

Vendor's name	Najeeb Michael Sulaqa	Date / /
Vendor's signature		

Purchaser's name		Date / /
Purchaser's signature		

Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$8,000.00

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:-

To

Other particulars (including dates and times of payments):- 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 documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

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 regulations made under 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.

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):

- Is attached.

6. OWNERS CORPORATION

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

- Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

- Not Applicable.

8. SERVICES

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

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

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider prior to settlement and the Purchaser will have to have the services reconnected. It is the Purchaser's responsibility to check with the appropriate authorities as to the availability of and the costs of connecting or reconnecting to the property any of the services required. Unless the Purchaser contacts the supplier authority and takes over the existing service, final reading will be obtained and all services will be disconnected at settlement. It will be the Purchaser's responsibility to pay all costs of and incidental to connections or reconnections of the services required.

9. TITLE

Attached are copies of the following documents:

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

- Not Applicable.

10.2 Staged Subdivision

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

- Not Applicable.

10.3 Further Plan of Subdivision

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

- Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (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.)

- See 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)

--

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

Page 1 of 1

VOLUME 12483 FOLIO 476

Security no : 124113996886U
Produced 08/04/2024 02:30 PM

LAND DESCRIPTION

Lot 40346 on Plan of Subdivision 900070L.
PARENT TITLES :
Volume 12481 Folio 764 Volume 12483 Folio 339
Created by instrument PS900070L 16/06/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NAJEEB MICHAEL SULAQA of 7 POLESDEN MEWS ROXBURGH PARK VIC 3064
AX003702E 30/06/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX003703C 30/06/2023
PERPETUAL CORPORATE TRUST LTD

COVENANT PS900070L 16/06/2023

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

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
R140160C 17/12/1990

DIAGRAM LOCATION

SEE PS900070L 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: 35 JACKSONIA DRIVE MICKLEHAM VIC 3064

ADMINISTRATIVE NOTICES

NIL

eCT Control 19219M PURCELL PARTNERS
Effective from 30/06/2023

DOCUMENT END

Imaged Document Cover Sheet



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Document Type	Plan
Document Identification	PS900070L
Number of Pages (excluding this cover sheet)	6
Document Assembled	08/04/2024 14:30

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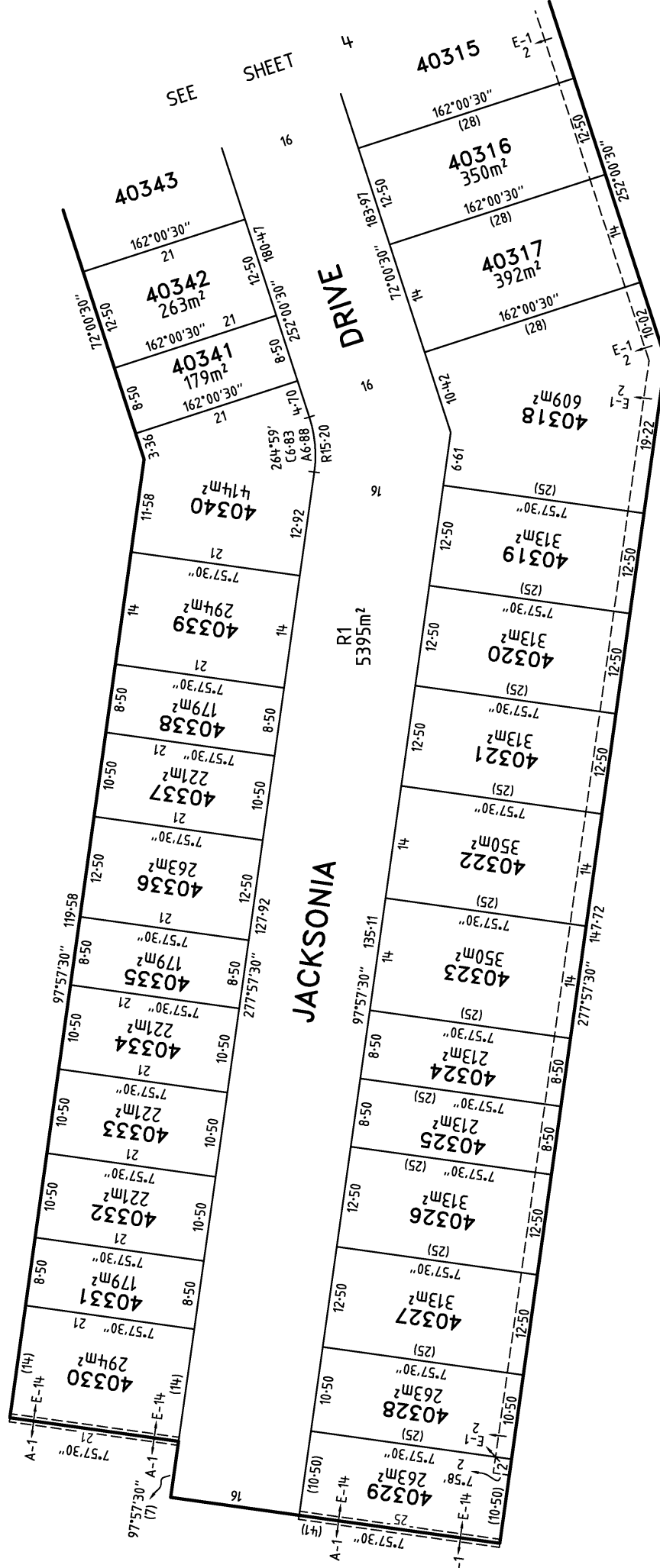
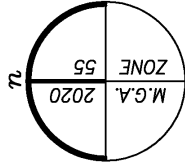
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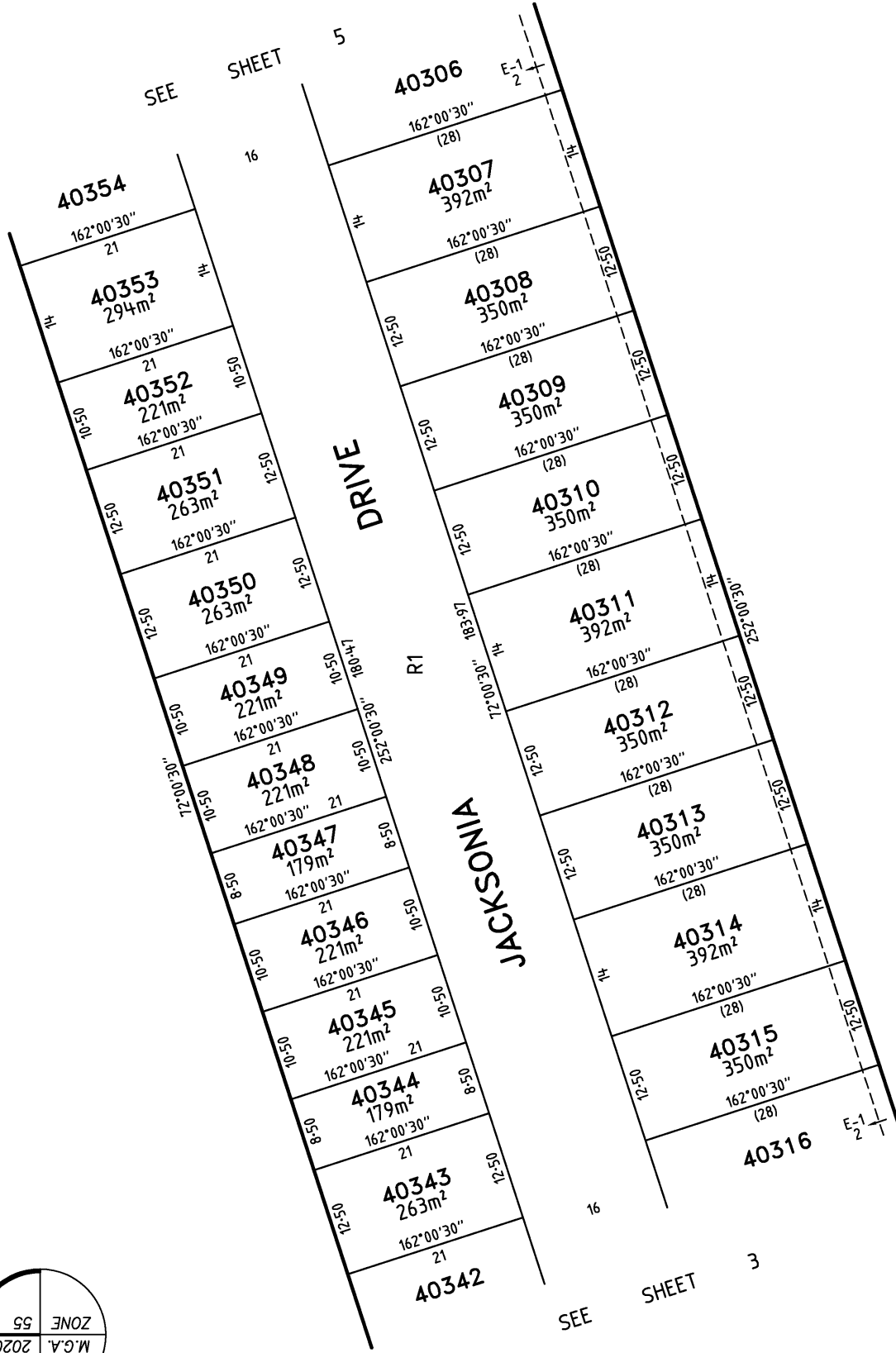
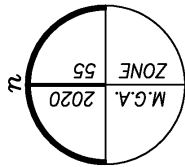
PLAN OF SUBDIVISION				EDITION 1		PS 900070L	
LOCATION OF LAND PARISH: MICKLEHAM TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 2B (PART) TITLE REFERENCE: VOL FOL VOL FOL LAST PLAN REFERENCE: LOT E ON PS900035N LOT H ON PS905691Y POSTAL ADDRESS: (at time of subdivision) WALLOWA STREET MICKLEHAM 3064 MGA 2020 CO-ORDINATES: (approx. centre of land in plan) E 313 410 ZONE: 55 N 5 839 810				Council Name: Hume City Council Council Reference Number: S009813 Planning Permit Reference: P24039 SPEAR Reference Number: S190315C Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 29/07/2022 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied for: this plan Digitally signed by: Antonino Magazzu for Hume City Council on 05/06/2023 Statement of Compliance issued: 05/06/2023			
VESTING OF ROADS AND/OR RESERVES				NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		STAGING		THIS IS IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO. P24039	
ROAD R1		HUME CITY COUNCIL		SURVEY		THIS PLAN IS TO BE BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NO(S) 4, 5, 46, 173, 218, 267, 405 IN PROCLAIMED SURVEY AREA NO. 74 406, 407, 408 (MICKLEHAM) 34, 182 (YUROKE) DEPTH LIMITATION DOES NOT APPLY LOTS 1 TO 40300 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. EASEMENTS E-2 TO E-4, E-6 TO E-9, E-12 & E-13 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN AREA OF LAND SUBDIVIDED IS 2.677ha. TANGENT POINTS ARE SHOWN THUS: 	
EASEMENT INFORMATION							
LEGEND: E - ENCUMBERING EASEMENT, CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE A - APPURTENANT EASEMENT *SUPPORT IS DEFINED AS ALL NECESSARY STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES							
SUBJECT LAND	PURPOSE	WIDTH (metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF			
E-1	DRAINAGE	SEE DIAG	THIS PLAN	HUME CITY COUNCIL			
E-5	*SUPPORT	0.50	THIS PLAN	THE RELEVANT ABUTTING LOTS ON THIS PLAN			
E-10	*SUPPORT	0.50	THIS PLAN	VOL 12483 FOL 340 (LOT J ON PS905691Y)			
E-11 E-11	*SUPPORT DRAINAGE	0.50 0.50	THIS PLAN THIS PLAN	VOL 12483 FOL 340 (LOT J ON PS905691Y) HUME CITY COUNCIL			
E-14	*SUPPORT	0.50	THIS PLAN	VOL 12481 FOL 765 (LOT F ON PS900035N)			
A-1	*SUPPORT	0.50	SECTION 98 TLA 1958 THIS PLAN	THE RELEVANT ABUTTING LOTS ON THIS PLAN			
HIGHLANDS WEST - 403 70 LOTS				DP40 LICENSED SURVEYOR GREGORY STUART WILLIAMS			
 VERIS AUSTRALIA PTY LTD A Level 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 8400 E melbourne@veris.com.au W www.veris.com.au				DATE 20/04/23 REFERENCE 332394-ST403 VERSION G		ORIGINAL SHEET SIZE A3 SHEET 1 OF 6 SHEETS	
				DRAWING 332394-ST403-AG			
				Digitally signed by: Gregory S Williams, Licensed Surveyor, Surveyor's Plan Version (G), 20/04/2023, SPEAR Ref: S190315C		PLAN REGISTERED TIME: 12:53 PM DATE: 16/06/23 Lewis White Assistant Registrar of Titles	

PLAN OF SUBDIVISION

PS 900070L



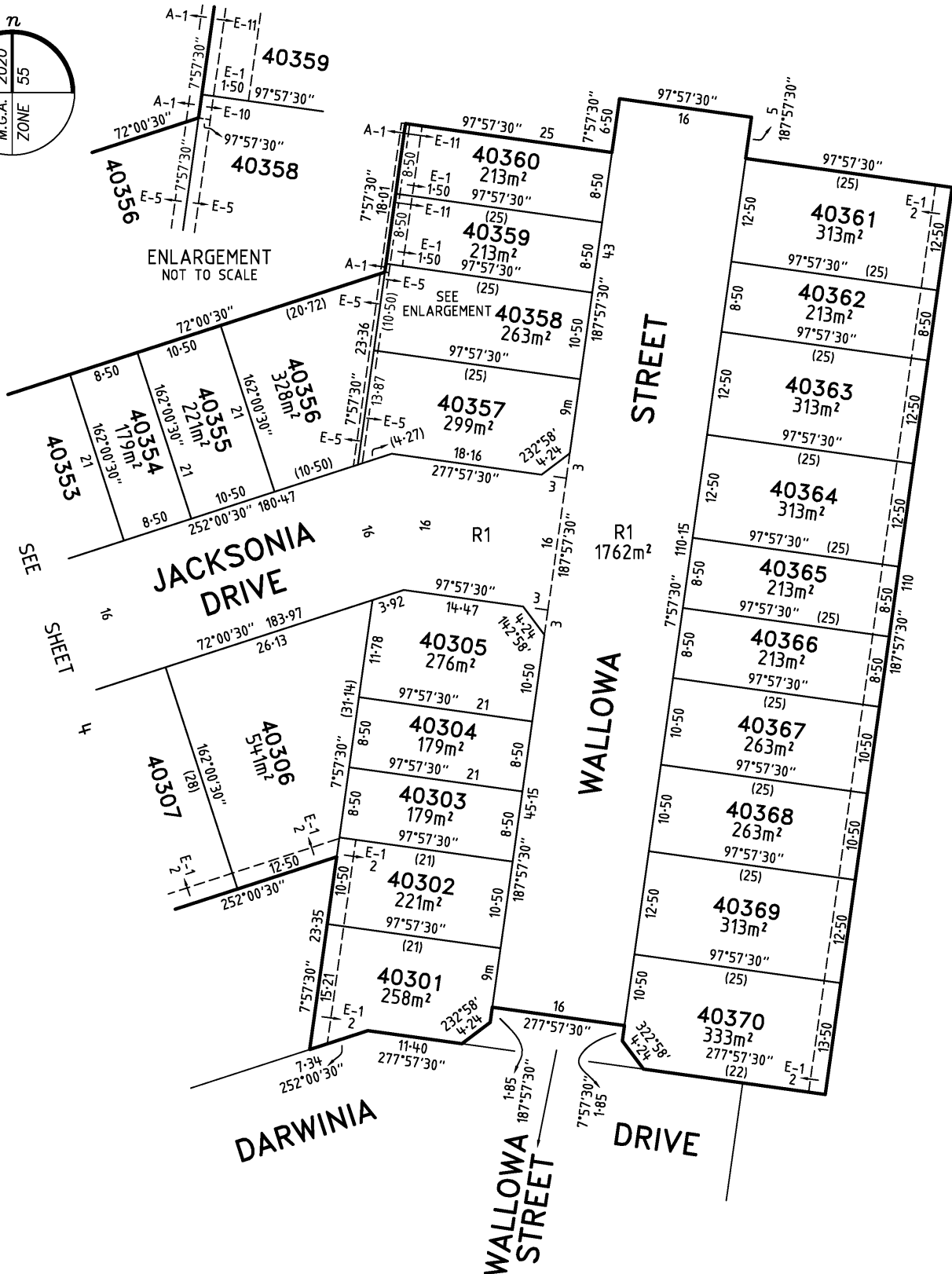
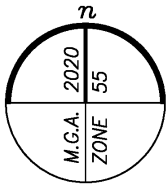
<div>veris</div> <div>VERIS AUSTRALIA PTY LTD A Level 13, 1 Southbank Blvd T +61 3 7019 8400 E melbourne@veris.com.au W www.veris.com.au</div>	HIGHLANDS WEST - 403		DP40		5 0 10 20 LENGTHS ARE IN METRES		SCALE 1:500	ORIGINAL SHEET SIZE A3
	LICENSED SURVEYOR GREGORY STUART WILLIAMS						Digitally signed by: Hume City Council, 05/06/2023, SPEAR Ref: S190315C	SHEET 3
	DATE 20/04/23		REFERENCE 332394-ST403					
VERSION G		DRAWING 332394-ST403-AG						



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				<div>DATE 20/04/23</div> <div>VERSION G</div>		<div>REFERENCE 332394-ST403</div> <div>DRAWING 332394-ST403-AG</div>		<div>Digitally signed by: Gregory S Williams, Licensed Surveyor, Surveyor's Plan Version (G), 20/04/2023, SPEAR Ref: S190315C</div> <div>Digitally signed by: Hume City Council, 05/06/2023, SPEAR Ref: S190315C</div>			

PLAN OF SUBDIVISION

PS 900070L

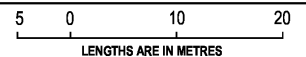


HIGHLANDS WEST - 403

DP40

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE
1:500



veris

VERIS AUSTRALIA PTY LTD
A | Level 3, 1 Southbank Blvd
Southbank VIC 3006
T | +61 3 7019 8400
E | melbourne@veris.com.au
W | www.veris.com.au

DATE 20/04/23

REFERENCE 332394-ST403

VERSION G

DRAWING 332394-ST403-AG

ORIGINAL SHEET SIZE A3

SHEET 5

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20/04/2023, SPEAR Ref: S190315C

Digitally signed by:
Hume City Council,
05/06/2023,
SPEAR Ref: S190315C

PLAN OF SUBDIVISION

PS 900070L

CREATION OF RESTRICTION 'A'

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THE RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND.

TABLE OF BURDENED AND BENEFITED LAND

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN	BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN	BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
40306	40302, 40303, 40304, 40305, 40307	40316	40315, 40317	40340	40339, 40341
40307	40306, 40308	40317	40316, 40318	40356	40355, 40357, 40358
40308	40307, 40309	40318	40317, 40319	40361	40362
40309	40308, 40310	40319	40318, 40320	40363	40362, 40364
40310	40309, 40311	40320	40319, 40321	40364	40363, 40365
40311	40310, 40312	40321	40320, 40322	40369	40368, 40370
40312	40311, 40313	40322	40321, 40323	40370	40369
40313	40312, 40314	40323	40322, 40324		
40314	40313, 40315	40326	40325, 40327		
40315	40314, 40316	40327	40326, 40328		

RESTRICTION:
THE BURDENED LAND CANNOT BE USED EXCEPT IN ACCORDANCE WITH THE PROVISIONS RECORDED IN MCP AA9165.
EXPIRY DATE: 01/01/2028

CREATION OF RESTRICTION 'B'

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THE RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND.

TABLE OF BURDENED AND BENEFITED LAND

BURDENED LOT SUBJECT TO TYPE 'A' OF THE SMALL LOT HOUSING CODE	BENEFITING LOTS ON THIS PLAN	BURDENED LOT SUBJECT TO TYPE 'A' OF THE SMALL LOT HOUSING CODE	BENEFITING LOTS ON THIS PLAN	BURDENED LOT SUBJECT TO TYPE 'A' OF THE SMALL LOT HOUSING CODE	BENEFITING LOTS ON THIS PLAN
40302	40301, 40303, 40306	40337	40336, 40338	40352	40351, 40353
40303	40302, 40304, 40306	40338	40337, 40339	40353	40352, 40354
40304	40303, 40305, 40306	40339	40338, 40340	40354	40353, 40355
40324	40323, 40325	40341	40340, 40342	40355	40354, 40356
40325	40324, 40326	40342	40341, 40343	40358	40356, 40357, 40359
40328	40327, 40329	40343	40342, 40344	40359	40358, 40360
40329	40328	40344	40343, 40345	40360	40359
40330	40331	40345	40344, 40346	40362	40361, 40363
40331	40330, 40332	40346	40345, 40347	40365	40364, 40366
40332	40331, 40333	40347	40346, 40348	40366	40365, 40367
40333	40332, 40334	40348	40347, 40349	40367	40366, 40368
40334	40333, 40335	40349	40348, 40350	40368	40367, 40369
40335	40334, 40336	40350	40349, 40351		
40336	40335, 40337	40351	40350, 40352		

RESTRICTION:
THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN

- MUST NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OR STRUCTURE THAT HAS NOT BEEN CONSTRUCTED IN ACCORDANCE WITH LOT TYPE 'A' OF THE SMALL LOT HOUSING CODE UNLESS A SPECIFIC PLANNING PERMIT FOR THE SAID DWELLING HAS BEEN OBTAINED FROM THE RESPONSIBLE AUTHORITY.
- SHALL NOT ERECT ANY BUILDINGS ON THE LOT UNLESS THE PLANS FOR SUCH BUILDINGS ARE ENDORSED BY STOCKLAND DEVELOPMENT PTY LTD PRIOR TO THE ISSUE OF THE BUILDING PERMIT, THE REQUIREMENT FOR SUCH ENDORSEMENT CEASING TO HAVE EFFECT ON THE LOT ONE YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THAT LOT.

EXPIRY DATE: 01/01/2028

CREATION OF RESTRICTION 'C'

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THE RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND.

TABLE OF BURDENED AND BENEFITED LAND

BURDENED LOT SUBJECT TO TYPE 'B' OF THE SMALL LOT HOUSING CODE	BENEFITING LOTS ON THIS PLAN
40301	40302
40305	40304, 40306
40357	40356, 40358

RESTRICTION:
THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN

- MUST NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OR STRUCTURE THAT HAS NOT BEEN CONSTRUCTED IN ACCORDANCE WITH LOT TYPE 'B' OF THE SMALL LOT HOUSING CODE UNLESS A SPECIFIC PLANNING PERMIT FOR THE SAID DWELLING HAS BEEN OBTAINED FROM THE RESPONSIBLE AUTHORITY.
- SHALL NOT ERECT ANY BUILDINGS ON THE LOT UNLESS THE PLANS FOR SUCH BUILDINGS ARE ENDORSED BY STOCKLAND DEVELOPMENT PTY LTD PRIOR TO THE ISSUE OF THE BUILDING PERMIT, THE REQUIREMENT FOR SUCH ENDORSEMENT CEASING TO HAVE EFFECT ON THE LOT ONE YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THAT LOT.

EXPIRY DATE: 01/01/2028

HIGHLANDS WEST - 403

DP40

veris

VERIS AUSTRALIA PTY LTD
A | Level 3, 1 Southbank Blvd
Southbank VIC 3006
T | +61 3 7019 8400
E | melbourne@veris.com.au
W | www.veris.com.au


LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 20/04/23
VERSION G

REFERENCE 332394-ST403
DRAWING 332394-ST403-AG

Digitally signed by: Gregory S Williams, Licensed Surveyor,
Surveyor's Plan Version (G),
20/04/2023, SPEAR Ref: S190315C

SCALE



LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3
SHEET 6

Digitally signed by:
Hume City Council,
05/06/2023,
SPEAR Ref: S190315C

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Lodge **MALLESONS. STEPHEN. JAKES**
Code**1177.B**.....

R140160C
171290 1032 MISC \$51 **R140160C**

VICTORIA

APPLICATION BY A RESPONSIBLE
AUTHORITY under Section 181 of the Planning
and Environment Act 1987 for ENTRY OF A
MEMORANDUM OF AGREEMENT under
Section 173 of the Act.

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate(s) of Title to the land referred to.

LAND (insert Certificate of Title Volume and Folio)

Volume 8962 Folio 014 **NDW = 10003 / 323**
TO 10003 / 325

ADDRESS OF THE LAND

Crown Portions 2B (Part) and 3 (Part) Parish of Mickleham, County of Bourke,
1800 Mickleham Road, Mickleham.

RESPONSIBLE AUTHORITY (name and address)

The Mayor Councillors and Citizens of the Shire of Bulla of Municipal Offices, Macedon
Street, Sunbury, Victoria, 3429

PLANNING SCHEME

Bulla Planning Scheme

AGREEMENT DATE

30/07/90

AGREEMENT WITH (name and address)

Australian Thoroughbred Management Pty Ltd, the
registered office of which is located at Arundel
Stud Farm, Arundel Road, Keilor, Victoria, 3036

A copy of the Agreement is attached to this Application

Signature for the Responsible Authority

Name of Officer

Date

John Watson Shire Secretary
3/12/90

Examination of the instrument
has been completed in the Deeds Book

1/3/91

DATED Thurs
30th day of December
July 1990

BETWEEN

THE MAYOR COUNCILLORS AND CITIZENS OF THE SHIRE OF BULLA

of the one part

A N D

AUSTRALIAN THOROUGHBRED MANAGEMENT PTY LTD

of the other part

AGREEMENT UNDER SECTION 173
OF THE PLANNING AND ENVIRONMENT ACT 1987

Prepared by:

MALLESONS STEPHEN JAQUES
Solicitors
Rialto
525 Collins Street
MELBOURNE Vic 3000

Tel: 619 0869
Fax: 614 1329
DX: 101
Ref: Miss Insabella:HSM
SHIR 2150 253
P:RSI:179

THIS AGREEMENT is made on the 30th day of July 1990.

BETWEEN THE MAYOR COUNCILLORS AND CITIZENS OF THE SHIRE OF BULLA
of Municipal Offices, Macedon Street, Sunbury, Victoria, 3429 ("the Municipality")

of the one part

A N D AUSTRALIAN THOROUGHBRED MANAGEMENT PTY LTD
the registered office of which is located at Arundel Stud Farm,
Arundel Road, Keilor, Victoria, 3036 ("ATM")

of the other part

RECITALS

- A. The Municipality through its Council was and is and at all material times has been the Responsible Authority by delegation with respect to the administration and enforcement of the Bulla Planning Scheme ("the Planning Scheme").
- B. ATM is and at all material times has been the registered proprietor of an estate in fee simple in the land known as Crown Portions 2B (Part) and 3(Part) Parish of Mickleham, County of Bourke, 1800 Mickleham Road, Mickleham being the whole of the land more particularly described in Certificate of Title Volume 8962 Folio 014 ("the land").
- C. Part of the land, namely that part shown coloured red on the plan marked "A" annexed to this Agreement ("the land coloured red") is reserved "Existing Public Purposes" under the Planning Scheme.
- D. The land coloured red is improved by tennis courts and a building used for community purposes, and is known as the "Mickleham Tennis Courts".
- E. The remainder of the land is included in a Corridor Zone under the Planning Scheme.

- 2 -

F. On or about the 4th day of May 1990, ATM applied for a planning permit under the Planning Scheme to subdivide the land.

G. On 18 June 1990 the Council of the Municipality determined to grant the permit sought subject to conditions, including condition 1 as follows:

"1. This permit shall have no force or effect until such time as the applicant has to the satisfaction of the Council:

(a) entered into an Agreement with the Council under section 173 of the *Planning and Environment Act* 1987 in the form or to the effect prepared by the Council's solicitors, whereby the applicant shall transfer to the Council, at no cost, all of that part of the land which is reserved for "existing public purposes" under the Bulla Planning Scheme; and

(b) lodged with the Council an amended plan of subdivision generally in accordance with the application but modified as required by the Agreement referred to in this condition, the requirements of this permit, and the *Subdivision Act* 1988.

An endorsed copy of the amended plan of subdivision shall form part of this permit."

H. The parties hereto now wish to enter into this Agreement pursuant to Section 173 of the Planning and Environment Act 1987 in satisfaction of Condition 1 set forth in Recital G above.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY DECLARED AND AGREED as follows:

1. ATM covenants with the Municipality that ATM will within two (2) months of the date hereof:

- 3 -

- (a) transfer to the Municipality at no cost to the Municipality all the land coloured red on the plan annexed hereto marked "A"; and
* PROVIDED HOWEVER THAT THE MUNICIPALITY SHALL PAY ANY LAND TITLES OFFICE FEES IN CONNECTION THEREWITH.
- (b) in satisfaction of the covenant contained in paragraph (a) of this clause:
- (i) provide to the Municipality a duly executed Transfer in registerable form, free of all encumbrances; and
- (ii) make available to Messrs Mallesons Stephen Jaques, the solicitors for the Shire, the duplicate Certificate of Title to the land at the Land Titles Office.
2. ATM acknowledges that it has not sold and agrees that it will not sell transfer or assign the land without disclosing to the proposed purchasers transferees or assignees the obligations imposed on ATM under both the permit and this agreement and without obtaining executed covenants from such proposed purchasers transferees and assignees that they will observe and be bound by the terms and conditions of this agreement.
3. Any notice which is required to be given or served pursuant to this agreement by one party to another, may be sufficiently given or served if delivered in writing or by registered prepaid post or by telex to the other party and such notice shall be deemed to have been served and received when in the ordinary course of transmission such notice will have been received.
4. A reference to a party means that party and its successors and assigns and words importing a person shall include a firm or corporation and words importing the singular shall include the plural and vice versa and words importing any gender shall include every gender and a reference to any statute includes a reference to any statute consolidating amending or replacing such statute.
5. The parties hereto have agreed to bear their respective costs and expenses of and incidental to this agreement.

- 4 -

6. The parties hereto acknowledged that this agreement is made pursuant to Section 173 of the Planning and Environment Act 1987 and that the parties intend this agreement to run with the land and to thus bind the successors, assigns and transferees of ATM.
7. The provisions and agreements contained in this agreement will be regarded as separate, distinct and several each one from the others so that the invalidity of any one or more of such provisions or agreements shall in no way affect the enforceability of any other such provision or agreement.
8. The proper law of this agreement is the law of the State of Victoria.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first hereinbefore written.

THE COMMON SEAL of THE)
MAYOR COUNCILLORS AND)
CITIZENS OF THE SHIRE OF BULLA)
was hereunto affixed by the authority)
of the Council in the presence of:)

H. Bonnelly
.....
Mayor

[Signature]
.....
Councillor

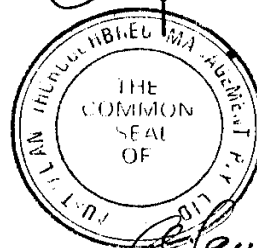
[Signature]
.....
Shire Secretary

THE COMMON SEAL of)
AUSTRALIAN THOROUGHBRED)
MANAGEMENT PTY LTD is affixed)
in accordance with its articles of)
association in the presence of:)

[Signature]
.....
Signature of authorised person

DIRECTOR
.....
Office held

A. W. COCKRAM
.....
Name of authorised person



[Signature]
.....
Signature of authorised person

SECRETARY
.....
Office held

A. LAULA
.....
Name of authorised person

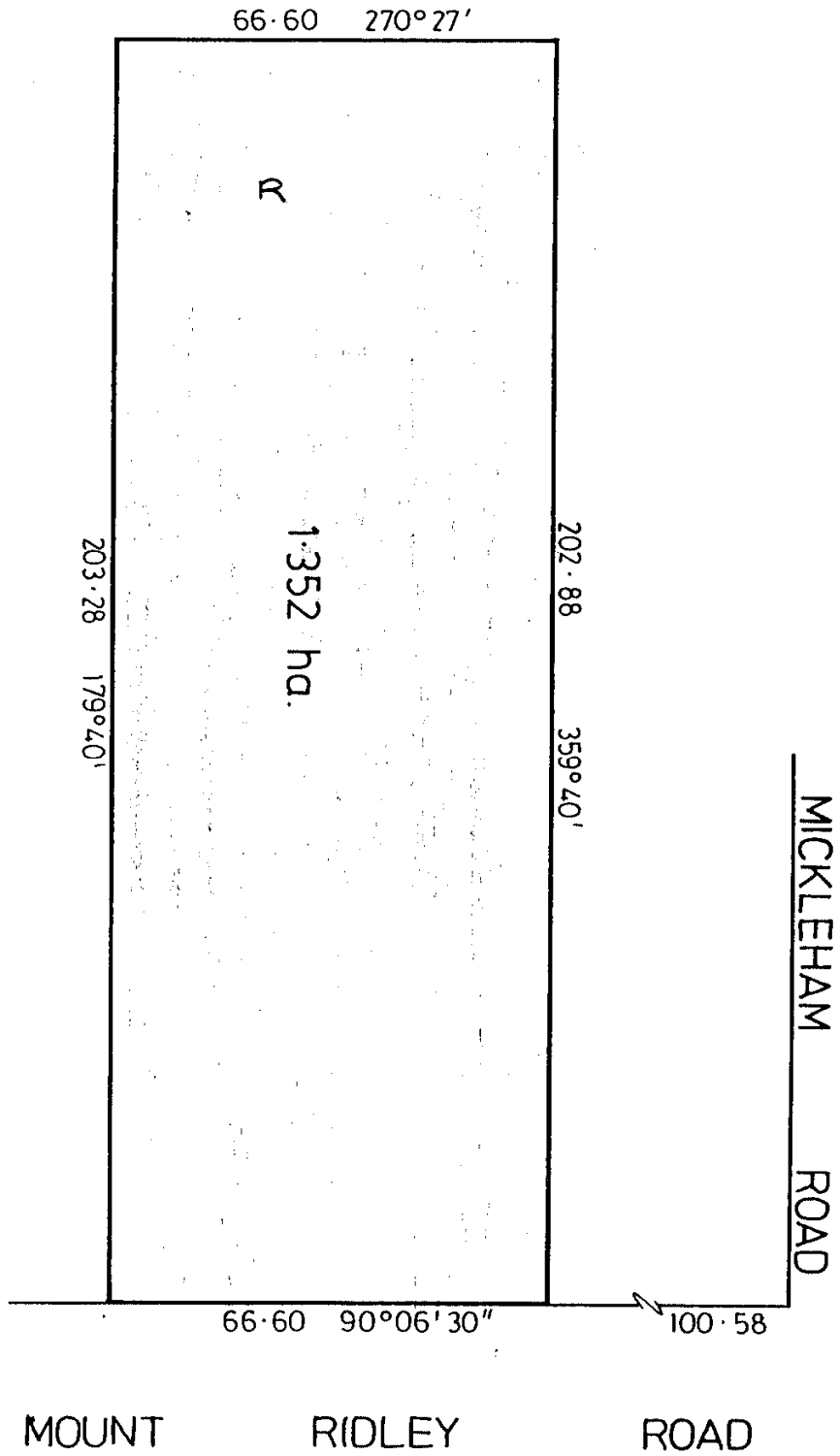
COLOUR CODE

Y=Yellow G=Green O=Orange
BL=Blue BR=Brown CH=Cross Hatched
R=Red P=Purple PK=Pink H=Hatched

"A"

PART OF CROWN PORTION 3 & 2B
PARISH OF MICKLEHAM, COUNTY OF BOURKE.

SCALE 1:1000



Memorandum of common provisions

Section 91A Transfer of Land Act 1958

AA9165

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Lodged by	
Name:	Stockland Development Pty Limited
Phone:	03 9095 5000
Address:	Level 36 525s Collins Street, Melbourne VIC 3000
Reference:	MCP Stage 403 HL
Customer code:	21268K

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

PRELIMINARIES

- A. This MCP provides the information necessary to interpret the approved building envelopes.
- B. This MCP includes:
 - i Any varied design parameters from the Building Regulations and the municipal planning scheme.
 - ii Matters not covered by the Building Regulations and the municipal planning scheme.
- C. Any matter not addressed in this MCP will still need to be addressed as required by the Building Regulations and the municipal planning scheme.
- D. This MCP is retained by the Registrar of Titles pursuant to section 91 (A) of the Transfer of Land Act.

RESTRICTIONS

The registered proprietor or proprietors for the time being of any burdened lot specified in the relevant plan of subdivision:

- A. Shall not make an application to amend a building envelope unless the amendment is to the satisfaction of the responsible authority and any criteria or matters that must be considered by the responsible authority in deciding on an amendment to a building envelope.
- B. Shall not erect any buildings on the lot unless the plans for such buildings are endorsed by Stockland Development Pty Ltd prior to the issue of the building permit.
- C. The requirement for such endorsement shall cease to have effect on the lot one year after an occupancy permit under the Building Act 1993 is issued for the whole of the dwelling on that lot.

PROVISIONS

Any building requiring a building permit to be constructed on a lot must be sited within the approved building envelope except for allowable encroachments outside the approved building envelope as specified in this MCP.

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V3

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

91ATLA

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

1 TEXT OF RESTRICTIONS

1.1 Minimum street setbacks (refer regulation 74 and clause 54.03-1)

- 1.1.1 Setbacks of building elements (such as walls and roof coverings) from streets including laneways must comply with the setbacks specified on the building envelope plan, except for a garage which may be constructed on or within 200 millimetres of a laneway.
- 1.1.2 The following may encroach a maximum of 1.5 metres into the minimum front street setback and 1 metre into the setback on a side street or laneway:
 - a Facade treatments, balconies, verandahs, open porches, covered walkways and porticos that are less than 6.6 metres high
 - b Eaves, facias and gutters

1.2 Side and rear Setbacks (refer regulation 79 and clause 54.04-1)

- 1.2.1 Side and rear setbacks for building elements (such as walls and roof coverings) must comply with the requirements specified in the height and setback profiles. The setback profile identifier codes are noted on the building envelope plans.
- 1.2.2 If a lot is shown with the profile identifier codes **SP-A-1** and **SP-B-1** on opposite side boundaries, the codes can be interchanged.
- 1.2.3 In addition to the allowable encroachments in the Building Regulations, the following can encroach into the minimum side and rear setback specified by the relevant setback profile identifier code:
 - a Outbuildings not exceeding 10 square metres in area and 3 metres in height.

1.3 Walls on boundaries (refer regulation 80 and clause 54.04-2)

- 1.3.1 A dwelling wall on a rear boundary must be setback 1 metre except for a garage which may be constructed on the rear boundary.
- 1.3.2 For lots where a retaining wall is located along a side or rear boundary a dwelling wall, except for a garage, must be setback 1 metre from the boundary. When constructing a garage on a boundary with a retaining wall, the structural integrity of the retaining wall and its drainage must be protected to the satisfaction of the building surveyor.

1.4 Solar access to existing north-facing habitable room windows (refer regulation 82 and clause 54.04-4)

- 1.4.1 Reference to an existing north-facing habitable room window refers to ground floor windows only.
- 1.4.2 Any proposed north-facing habitable room window at ground level in a proposed dwelling on a lot must be clear to the sky and setback more than 3 metres from the north boundary of that lot if it is to be considered, once constructed, as an 'existing' north-facing habitable room window for the purposes of regulation 82 and clause 54.04-4.

1.5 Overshadowing of recreational private open space (refer regulation 83 and clause 54.04-05)

- 1.5.1 If sunlight to the secluded private open space of an existing dwelling on an adjoining lot is to be

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

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reduced by the construction of a dwelling, then at least 25 square metres with a minimum dimension of 3 metres of secluded private open space should receive a minimum of 5 hours of sunlight between 9am and 3pm on 22 September.

- 1.5.2 The 25 square metres minimum area with a minimum dimension of 3 metres can be measured in different locations during the day provided the area is always secluded private open space.

1.6 Overlooking (refer regulation 84 and clause 54.04-6)

- 1.6.1 The requirements of regulation 84 and clause 54.04-6 apply to any habitable room window, balcony, terrace, deck or patio of a dwelling on a lot within the specified overlooking control area (as identified in the relevant setback identifier profile codes shown on the building envelope plan), that has a direct view into an adjoining lot.

1.7 Lots 300 square metres in area or greater

The following additional clauses apply to lots that are 300 square metres in area or greater:

1.7.1 Walls on Boundaries

The height of a wall constructed on or within 200 millimetres of a side or rear boundary, except for a garage wall as specified in this clause, must not exceed an average of 3.2 metres with no part higher than 3.6 metres, unless abutting a higher existing or simultaneously constructed dwelling wall in which case it may be constructed to the same height as that wall.

A garage wall may be constructed on or within 200 millimetres of a side or rear boundary to a maximum height of 3.6 metres provided that the length of garage wall on the boundary with a height of 3.6 metres does not exceed 6 metres.

1.7.2 Garages

A double garage on a lot must be set back at least 5 metres from the front boundary of the lot.

1.7.3 Car Parking

Where a second car parking space is required and it is to be provided in tandem, an additional 500 millimetres in length must be provided between each space.

1.7.4 One dwelling on a lot:

Only one dwelling may be constructed on the lot.

1.8 Multiple Storeys

- 1.8.1 A building on a lot marked with a 'M' must have at least two storeys above natural ground level.

1.9 Design Approval

- 1.9.1 The design of a dwelling must be in accordance with the Stockland Design Essentials and any building or part of a building that is visible from a road reserve or other reserve must be approved by Stockland before lodging an application for a building permit.

2 Notes on this MCP

2.1 Conflicting Annotation

- 2.1.1 In the case of a conflicting annotation between the building envelope plan and this MCP text, the

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MCP text supersedes the plan.

2.2 Natural Ground Level

- 2.2.1 Ground level after engineering works associated with the subdivision is to be regarded as natural ground level.

2.3 Edge Lots

- 2.3.1 Edge lots are those lots that are part of the same certified plan of subdivision but share one or more common boundaries with or otherwise adjoin a lot that is not part of the same certified plan of subdivision.
- 2.3.2 Regulation 71 and clause 56.04-2 apply to an edge lot regardless of Section 1 of this MCP.

2.4 Driveway Crossovers

- 2.4.1 Relocation of a driveway crossover or addition of a driveway crossover to a corner lot is permitted with written approval from Stockland and Council. Relocated crossovers must be constructed at the lot owners expense in accordance with Hume City Council specifications and be of the same finish as that originally provided by Stockland. The existing crossover must be removed and the verge, kerb and footpath constructed to the same standard as the adjoining verge, kerb and footpath at the expense of the lot owner.

2.5 General Definitions

- 2.5.1 **Approved building envelope** means the building envelope for a particular lot contained in the plan which is attached to this MCP.
- 2.5.2 **Building envelope** means an area within each lot where development of a dwelling, shed and garage is allowed subject to the provisions of this MCP.
- 2.5.3 **Building envelope plan** means the plan which is attached to this MCP showing dwelling setbacks and other related matters.
- 2.5.4 **Corner lot** means a lot sited at the intersection of two streets (excluding laneways) where those streets form boundaries of the lot.
- 2.5.5 **Front Fence** means a fence forward of the side boundary fence or along the front boundary.
- 2.5.6 **Front Building Line** means the front façade wall excluding any façade treatment or engaged pier.
- 2.5.7 **Private Open Space** has the same meaning as in the building regulations.
- 2.5.8 **Regulations** means the Building Regulations 2006 or any subsequent regulations made pursuant to the Building Act.
- 2.5.9 **Secluded Private Open Space** has the same meaning as in the building regulations.
- 2.5.10 **Stockland** means Stockland Development Pty. Ltd.

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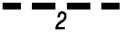



Memorandum of common provisions

Section 91A Transfer of Land Act 1958

3 Diagrams and plans

3.1 Explanation of symbols and terms in diagrams and plans

NOTATIONS

SP-A-1 SP-D-1 SP-B-1 RP-A-1	Building envelope profile (refer 4.2 and 4.3 following) to be applied to the particular boundary (refer plans in 4.5).
	Note the frontage setback and easement width is designated on the plan.
	2 metres wide easement
	3 metres wide easement
	Frontage setback
40364	Lot number
	Designated vehicle crossover to lot (no other vehicular access point is permitted to a lot, except with the approval of Stockland and Hume City Council).

PARTICULAR LOT REQUIREMENTS FOR STAGE 403

This MCP does not apply to lots 40301 to 40305, 40324, 40325, 40328, 40329, 40330 to 40339, 40341 to 40355, 40357 to 40360, 40362 and 40365 to 40368. These lots will be assessed against either the Small Lot Housing Code or a separate planning permit application.

Detailed design of roads, crossovers and footpaths is provided in the relevant Engineering Plans.

Additional easements may be required subject to detailed engineering and survey assessment.

Detailed design of landscape works is provided in the relevant Landscape Plans.

All details subject to Hume City Council approval.

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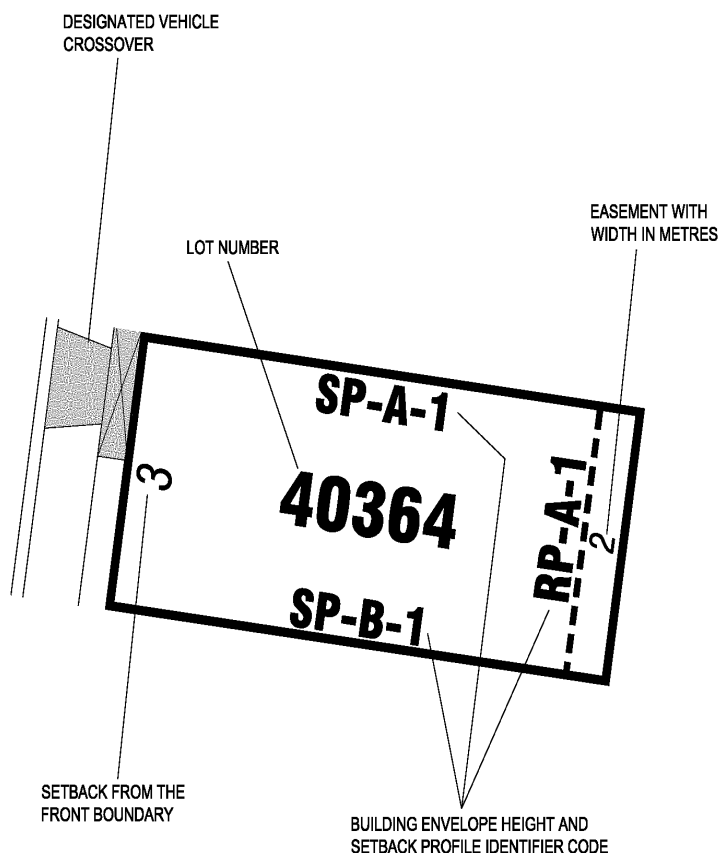
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3.2 *Diagrams illustrating the interpretation of the building envelope and the annotation with respect to all edge lots in this stage development*

THE BUILDING ENVELOPES ON ALL LOTS LOCATED ON THE BOUNDARY OF THIS DEVELOPMENT STAGE (EDGE LOTS) ARE ENDORSED BY HUME CITY COUNCIL AS APPROVED BUILDING ENVELOPES.

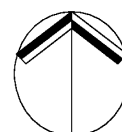


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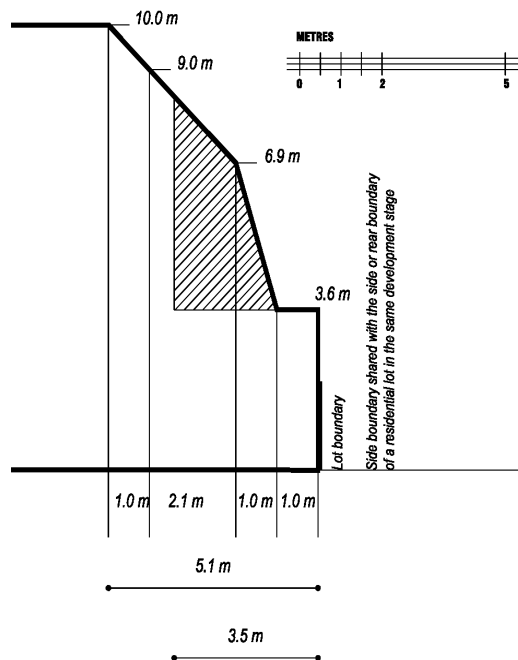
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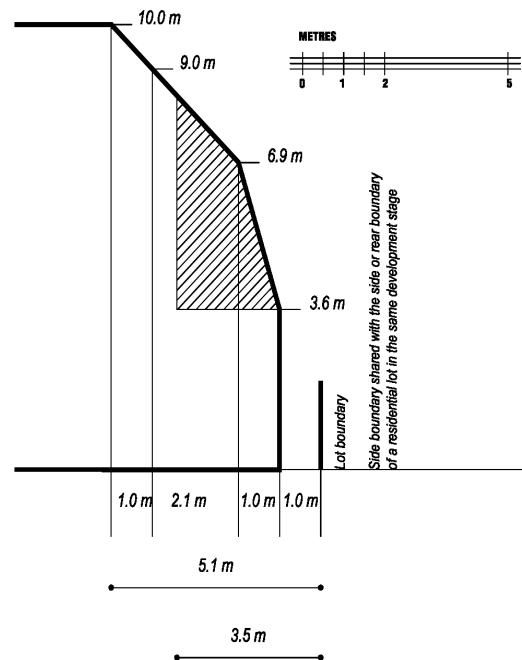
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3.3 Profiles referenced in the building envelope plan

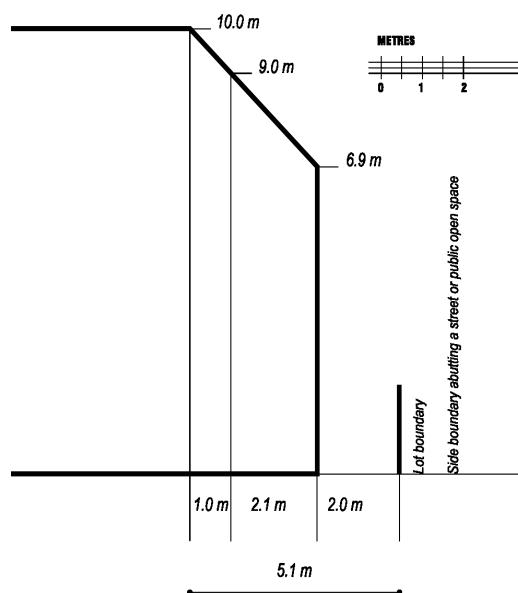
SP-A-1



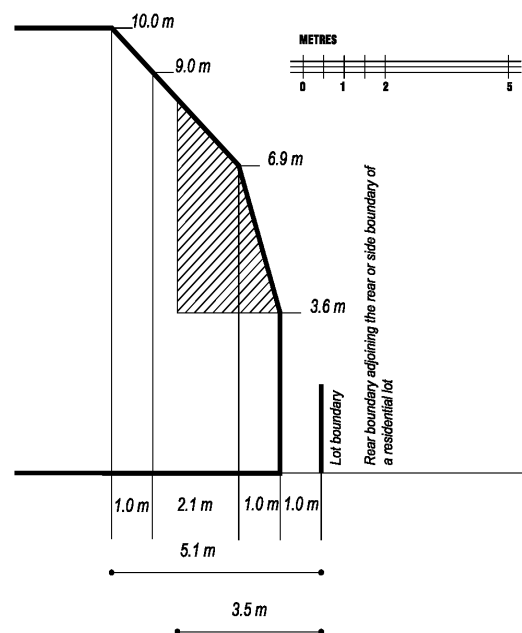
SP-B-1



SP-D-1



RP-A-1



EASEMENT REQUIREMENT

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WHERE A PROFILE WHEN APPLIED COVERS AN EASEMENT, THE PORTION OF THE PROFILE ABOVE THE EASEMENT CANNOT BE CONSIDERED FOR APPROVAL / BUILT UPON. THIS MAY VARY ONLY IN THE CIRCUMSTANCES WHERE BUILDING ON THE EASEMENT RECEIVES PRIOR WRITTEN CONSENT OF THE RELEVANT AUTHORITY.



m METRES

OVERLOOKING CONTROL AREA
(refer 'Overlooking' in text)

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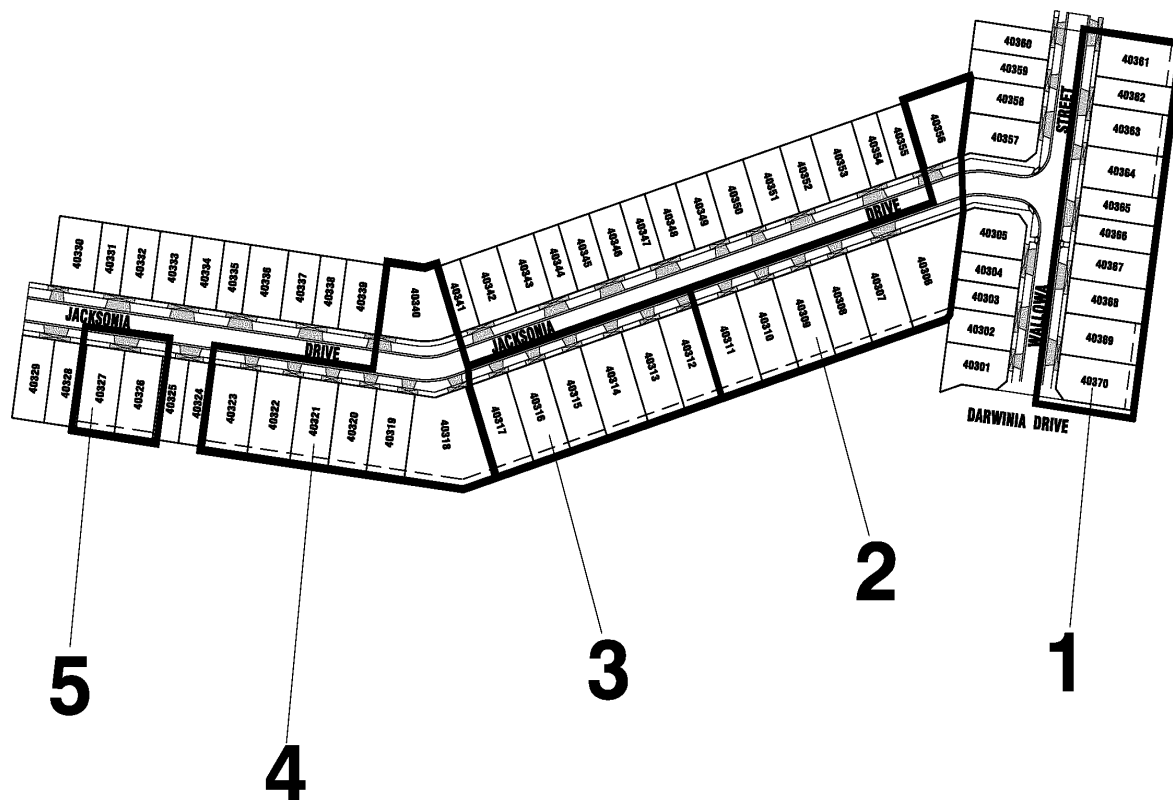
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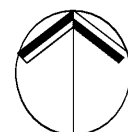
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3.4 Plan of subdivision showing key to sheets



KEY TO SHEETS



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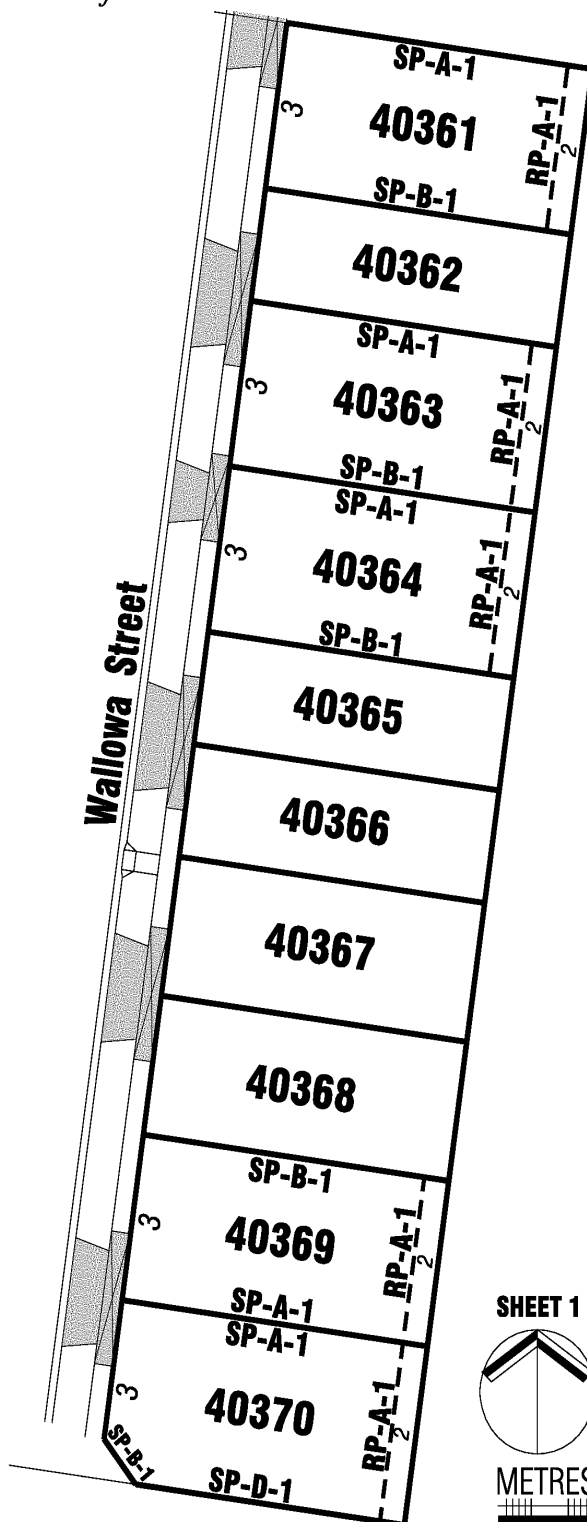
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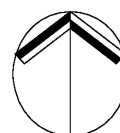
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Section 91A Transfer of Land Act 1958**

AA9165

**3.5 Plan of subdivision showing building envelope
height and setback profile identifier code**

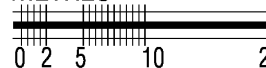


SHEET 1



METRES

V3



All dimensions are shown in metres

230622

91ATLA

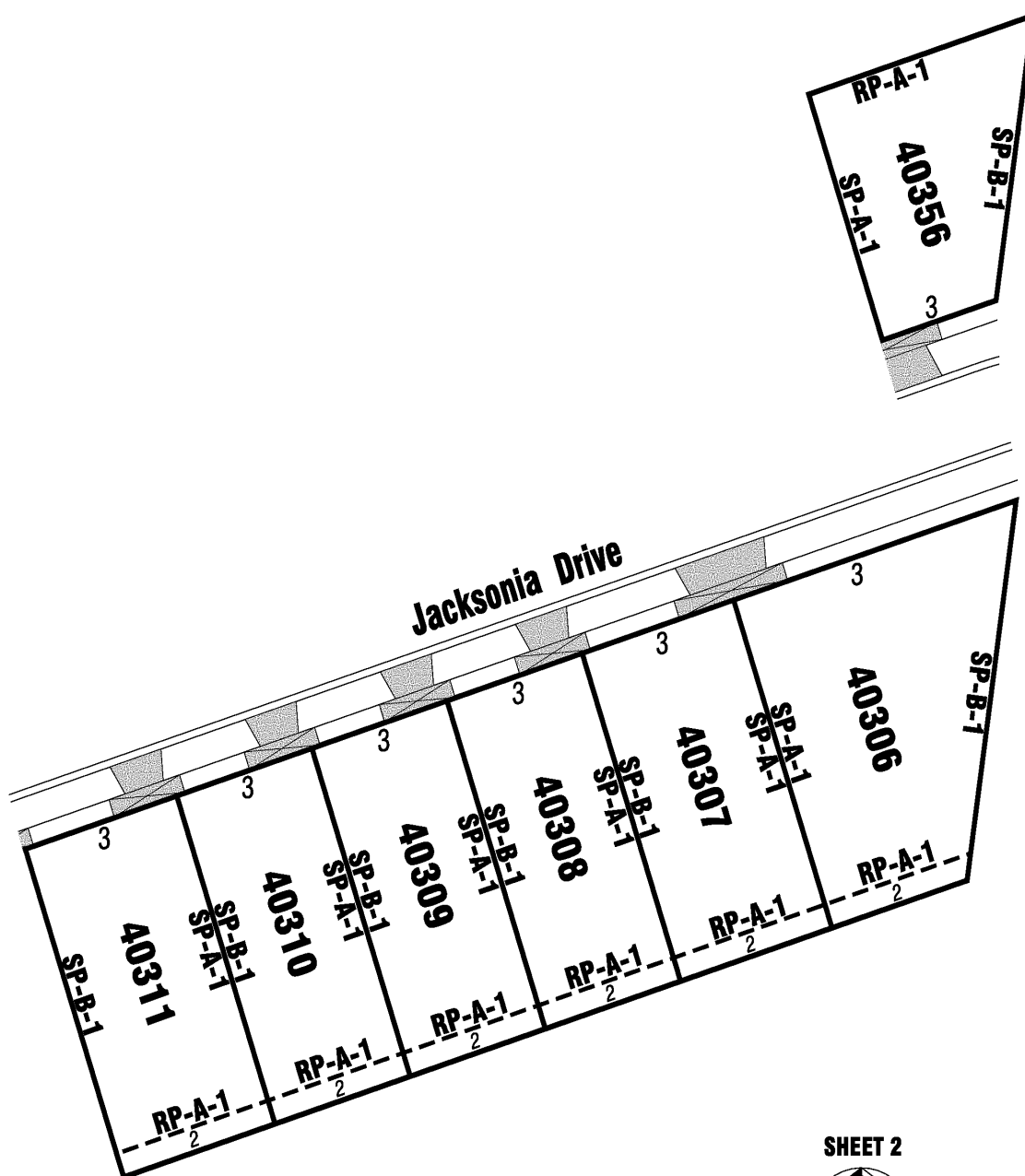
Page 9 of 13

THE BACK OF THIS FORM MUST NOT BE USED

[6335110: 22078875_1] Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

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

AA9165

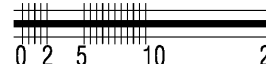


SHEET 2



METRES

V3



All dimensions are shown in metres

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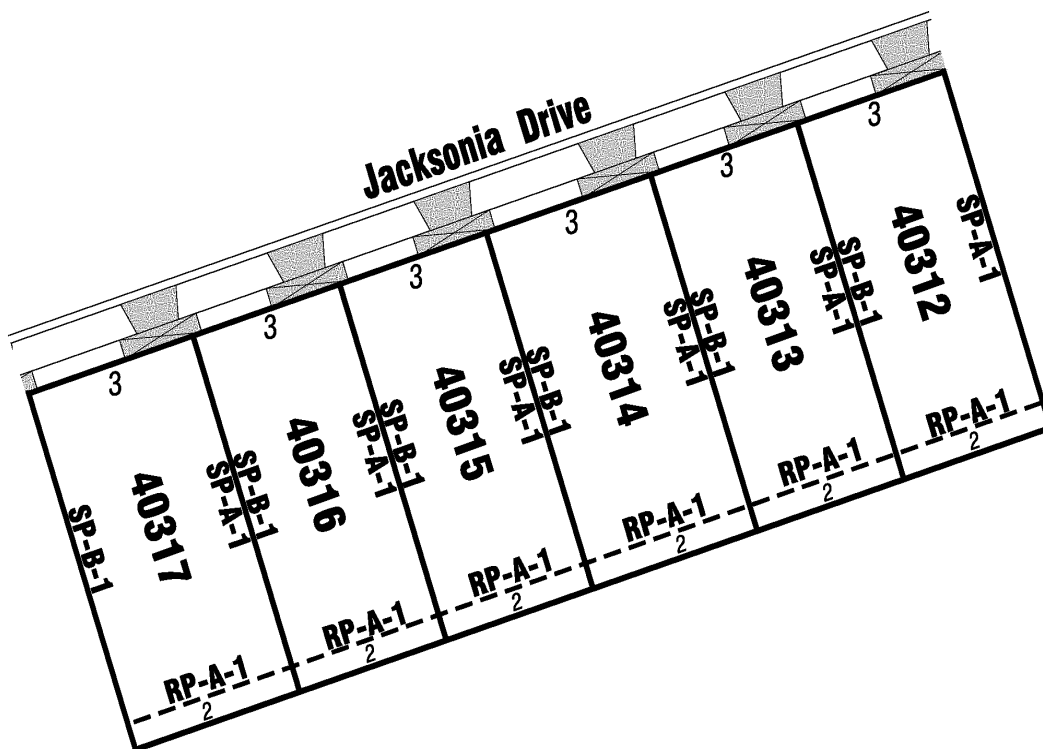
Page 10 of 13

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

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Page 11 of 13

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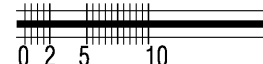
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SHEET 3



METRES

V3



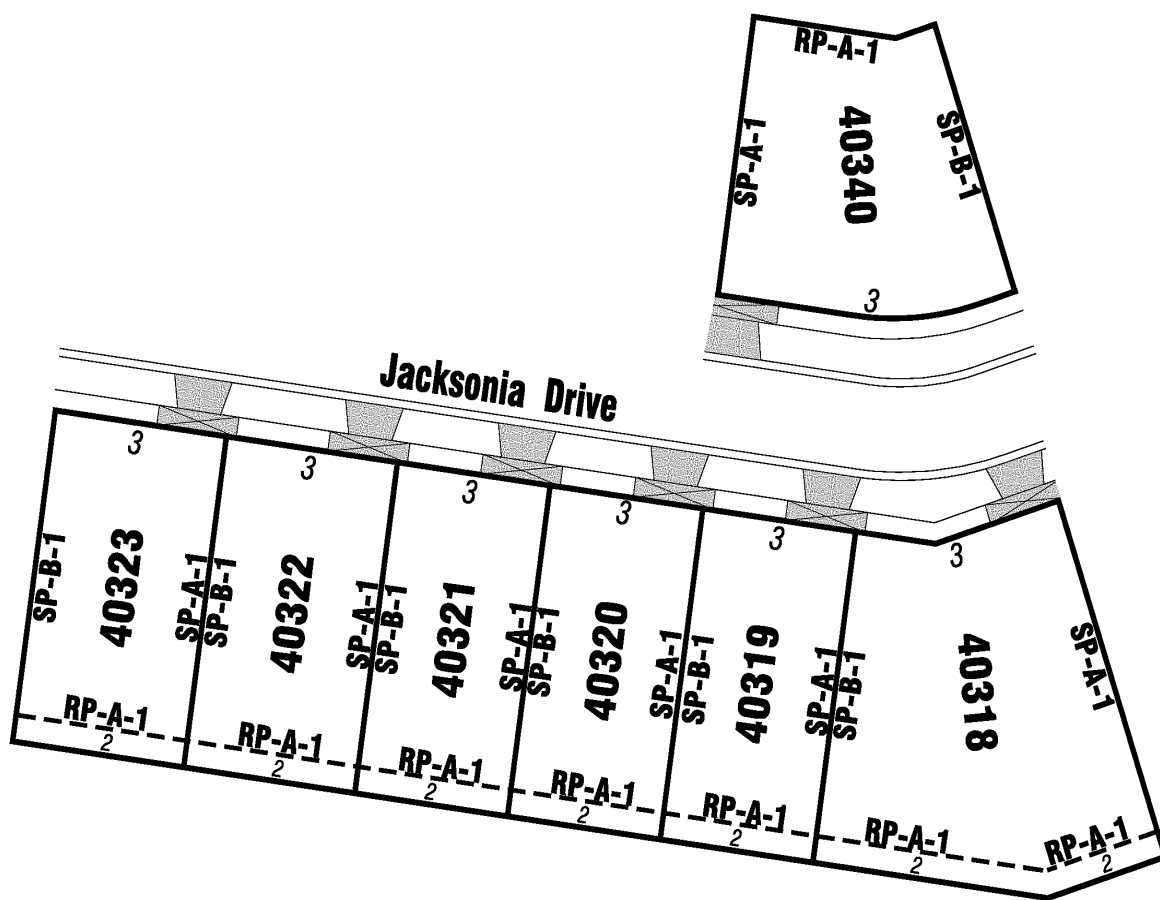
All dimensions are shown in metres

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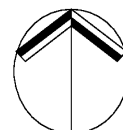
This is a CAD Drawing which should not be altered manually

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

AA9165



SHEET 4



METRES

V3



All dimensions are shown in metres

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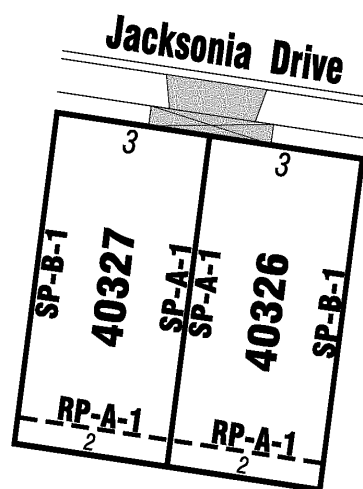
Page 12 of 13

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[6335110; 22078875_1] Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

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

AA9165



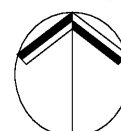
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Page 13 of 13

THE BACK OF THIS FORM MUST NOT BE USED

[6335110: 22078875_1] Land Use Victoria contact details: see www.delwp.vic.gov.au/property > Contact us

SHEET 5



METRES

V3



All dimensions are shown in metres

230622

This is a CAD Drawing which should not be altered manually

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 08 April 2024 08:14 PM

PROPERTY DETAILS

Address: **35 JACKSONIA DRIVE MICKLEHAM 3064**
Lot and Plan Number: **Lot 40346 PS900070**
Standard Parcel Identifier (SPI): **40346\PS900070**
Local Government Area (Council): **HUME**
Council Property Number: **748946**
Planning Scheme: **Hume**
Directory Reference: **Melway 385 K1**

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: **KALKALLO**

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 12 \(UGZ12\)](#)



UGZ - Urban Growth

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

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

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

PLANNING PROPERTY REPORT: 35 JACKSONIA DRIVE MICKLEHAM 3064

Page 1 of 4

Planning Overlay

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY \(ICO\)](#)

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 3 \(ICO3\)](#)



 **ICO - Infrastructure Contributions Overlay**

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

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](#)



 **Land added to the UGB since 2005**

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Melbourne Strategic Assessment

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



Further Planning Information

Planning scheme data last updated on 7 December 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>

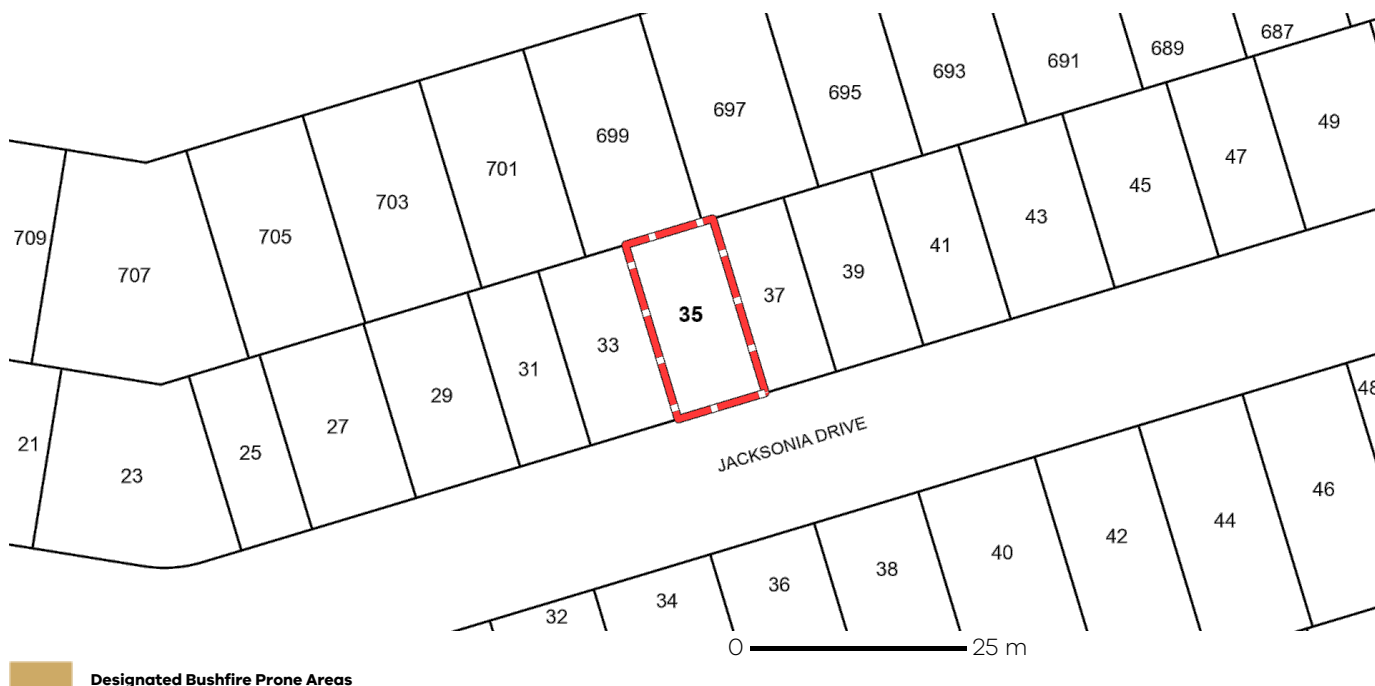
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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>.

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 08 April 2024 08:13 PM

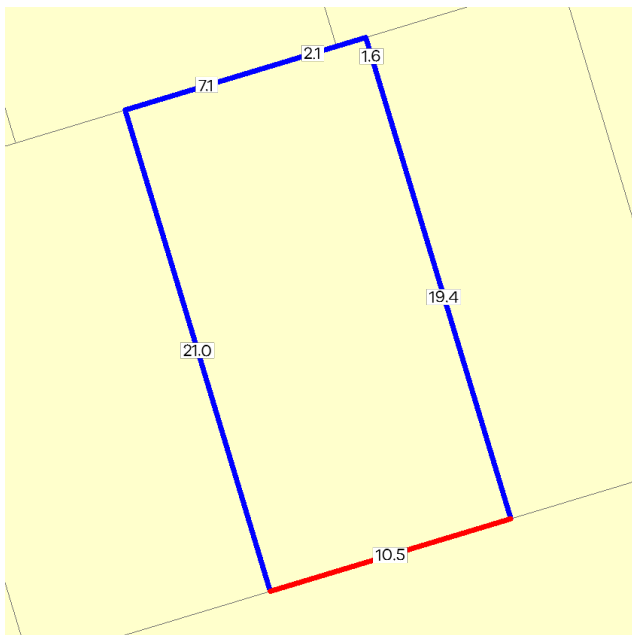
PROPERTY DETAILS

Address: **35 JACKSONIA DRIVE MICKLEHAM 3064**
Lot and Plan Number: **Lot 40346 PS900070**
Standard Parcel Identifier (SPI): **40346\PS900070**
Local Government Area (Council): **HUME**
Council Property Number: **748946**
Directory Reference: **Melway 385 K1**

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: 220 sq. m

Perimeter: 63 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.

1 overlapping dimension label is not being displayed

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **KALKALLO**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property

8th April 2024

Perfect Choice Conveyancing Services C/- Triconvey
LANDATA

Dear Perfect Choice Conveyancing Services C/- Triconvey,

RE: Application for Water Information Statement

Property Address:	35 JACKSONIA DRIVE MICKLEHAM 3064
Applicant	Perfect Choice Conveyancing Services C/- Triconvey LANDATA
Information Statement	30841140
Conveyancing Account Number	7959580000
Your Reference	638708

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

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate
- Build Over Easement

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

Yours sincerely,

Chris Brace
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	35 JACKSONIA DRIVE MICKLEHAM 3064
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

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

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

Melbourne Water Property Information Statement

Property Address	35 JACKSONIA DRIVE MICKLEHAM 3064
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STATEMENT UNDER SECTION 158 WATER ACT 1989

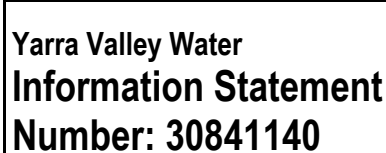
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. For further information please contact Melbourne Water on 9679 7517.

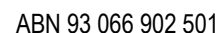
Please note: Unless prior consent has been obtained, the Water Act prohibits:















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

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



Scale	1:1000
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Existing Title		Access Point Number		MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

4 of 32

7th August 2023

Application ID: 594221

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Water

Required Services

Product	Qty
New Estate Connect-Combo DW & RW (incl meters w/lock)	1
Recycled Water Audit Fee (Includes GST)	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1508770

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

WATER

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be

installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tapplings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Waters contractor Mondo on 1300 735 328. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Mondo.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 735 328. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable) to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water

website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

DAMAGED OR STOLEN METERS

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

RECYCLED WATER CONDITIONS

Supplementary Conditions of Connection for Class A Recycled Water

IMPORTANT NOTICE - MUST BE PASSED TO THE PLUMBER & PROPERTY OWNER

Checklist	✓ or X
This property must be connected to recycled water	
All toilets to be connected to recycled water	
Recycled water external taps front & back to be provided	
Laundry (washing machine stop tap) to be connected to recycled water	

All pipework to be inspected by YVW www.yvw.com.au/rwinspection	
All recycled water pipework to be purple as per AS3500	
Meters have not been moved. Only YVW can move the meters	

Subdivisions will not be issued with Statement of Compliance until these recycled water conditions and any other conditions imposed by YVW have been met.

These conditions are issued under Section 145 of the *Water Act 1989* ("*the Act*") and are applicable to properties supplied with Class A recycled water. These conditions are additional to any other conditions issued in relation to water supply and sewerage works. **Penalties apply under *the Act* for breaches of these conditions.**

Recycled Water Supply

In addition to the drinking water supply, this property must be connected to the Class A recycled water supply system.

Until Class A recycled water becomes available in the recycled water pipes, the property will be supplied with drinking water only. Drinking water will be supplied through both the drinking water and the Class A recycled water systems.

Residents will be advised prior to the Class A recycled water supply becoming available.

1. Breaching these Conditions

1.1. Yarra Valley Water may undertake follow up action under *the Act* for observed non-compliance to these conditions. Action may include:

- (a) Serving a Notice to the applicant or property owner under Sections 150/151 of *the Act*. If a Notice is not complied with Yarra Valley Water will carry out any works and take any other action necessary to remedy the contravention and recover reasonable costs from the person on whom the Notice was served
- (b) Discontinuation of supply without notice under Section 168 of *the Act*
- (c) Escalation to relevant authorities including the Victorian Building Authority (VBA)

2. Class A Recycled Water Agreement and Environment Improvement Plan (EIP) - Non-Residential only

2.1. For non-residential properties where Class A recycled water is available, upon:

- (a) connection of the property to the Class A recycled water supply system; or
- (b) change in the intended use of Class A recycled water at the property; and/or
- (c) change in the user (either property owner or tenant) of Class A recycled water at the property

the property owner must:

- (i) advise Yarra Valley Water of the intended use and the name of the user of Class A recycled water at the property to enable a risk assessment to be completed for approval of the use of Class A recycled water at the property; and
- (ii) where required by Yarra Valley Water, ensure the user of Class A recycled water at the property submits an EIP to Yarra Valley Water's satisfaction and enters into a Class A Recycled Water Agreement with Yarra Valley Water.

In the case of section 2.1(a), the requirements in section 2.1 must be met prior to Class A recycled water being connected to the property. In the case of section 2.1(b) and/or 2.1(c), Yarra Valley Water may cease supply of Class A recycled water to the property until the conditions of section 2.1 are met.

For further details, please email recycledwater@yvw.com.au.

3. Recycled Water Plumbing

3.1. Toilet cisterns

(a) Residential

- (i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply.
- (ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.

(b) Non-Residential

- (i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply unless YVW has otherwise received and approved an application to the contrary.
- (ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.

3.2. Rainwater Tanks

- (a) Rainwater tanks may be used for outdoor taps, irrigation systems and flushing of toilets.
- (b) Backup supply to the rainwater tank is only to be provided via an automatic changeover device connected to the Class A recycled water supply. All pipework must be appropriately marked as "Recycled or Reclaimed Water – Do Not Drink" and taps must comply with the recycled water plumbing requirements.

3.3. External Taps – Residential

- (a) An external recycled water tap must be installed to service the **front** of the property:
 - (i) Yarra Valley Water supplies a purple recycled water riser and tap with removable tap handle and signage at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed.
Under no circumstances are the meters to be moved.
 - (ii) The private plumber is required to fit the front purple recycled water tap with removable tap handle and signage for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.
 - (iii) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
- (b) An external recycled water tap must be installed to service the rear of the property:

- (i) Taps to be located to service the rear external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
- (ii) For single level unit developments, rear taps are to be installed per unit, or for the common property in a multi-level unit development.
- (c) All external recycled water taps must have the following features:
 - (i) The whole body of the tap and handle must be coloured purple
 - (ii) Tap to be the jumper valve type
 - (iii) Tap handle must be the removable type
 - (iv) Standard thread on tap outlet for garden hose bib
 - (v) Tap inlet to have 5/8" right hand thread
- (d) An external drinking water tap must installed to service the **front** of the property
 - (i) Yarra Valley Water supplies a drinking water riser and tap with atmospheric vacuum breaker at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed. **Under no circumstances are the meters to be moved.**
 - (ii) The private plumber is required to fit the front drinking water tap with atmospheric vacuum breaker for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.
 - (iii) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
- (e) **All external drinking water supply taps must be fitted with atmospheric vacuum breakers.**
- (f) Where prior approval has been sought to install meters in pits, it is the responsibility of the private plumber to provide front taps for the drinking and Class A recycled water supplies.

3.4. External Taps – Non-Residential

- (a) External recycled water taps may be installed to service the front and/or rear areas of the property.

- (b) All external recycled water taps must comply with the features detailed in section 3.3(c).
- (c) All external recycled water taps at the property must be fitted with a keyed tap lock or be installed in a secure location where the property is partially or wholly one of the following:
 - (i) an educational site including but not limited to schools and kindergartens;
 - (ii) a site to which the public have access;
 - (iii) a health care centre; or
 - (iv) a site that is likely to have children present.
- (d) At least one external drinking water tap must be provided to service the property.
- (e) **All external drinking water supply taps must be fitted with atmospheric vacuum breakers.**

3.5. Laundry Use

- (a) A recycled water washing machine tap must be installed in the laundry.
- (b) All recycled water washing machine tap kits must have the following features:
 - (i) For horizontal tap installations: recycled water washing machine tap to be installed on the right side of the cold water tap (hot, cold & then recycled water from left to right).
 - (ii) For vertical tap installations: recycled water washing machine tap to be installed beneath the cold water tap (hot, cold & then recycled water from top to bottom).
 - (iii) 5/8" Female threaded tap complete with purple handle and standard 3/4" outlet
 - (iv) 5/8" Male lugged elbow
 - (v) Cover Plate with laser etched regulatory prohibition hybrid sign complying with AS1319 stating "Recycled Water Do Not Drink"

3.6. Irrigation Systems

- (a) Irrigation systems connected to recycled water must be fitted with an approved master solenoid valve to ensure that main lines up to individual sprinkler station solenoid valves are not under constant pressure. The master solenoid should be located close to the meter assembly to reduce the length of pressurized irrigation piping.
- (b) An appropriate containment backflow prevention device is to be fitted and independently

tested.

- (c) You must ensure that recycled water runoff from the property to the stormwater is prevented.

3.7. Regulatory Prohibition Hybrid Signs

- (a) A recycled water regulatory prohibition hybrid sign with the words **"Recycled Water Do Not Drink"** and complying with AS1319 is to be installed within 150mm of each external recycled water tap outlet, above the tap.

4. Uses of Recycled Water

- 4.1. Below is a summary list. For a more detailed information or clarification on Class A acceptable use please contact Yarra Valley Water.

- 4.2. Properties which YVW require the site occupier to be on a Recycled Water Agreement are subject to the uses approved by YVW as stated in their Recycled Water Agreement.

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Fire-fighting & fire protection systems (excluding sprinkler systems)	YES (✓)
Toilet / urinal flushing (excluding bidets)	YES (✓)
Laundry washing machines	YES (✓)
Vehicle washing	YES (✓)
Garden watering including vegetables	YES (✓)
Filling water features/ornamental ponds (not for swimming)	YES (✓)
Irrigation of public open space (e.g. parks, sports grounds)	YES (✓)
Irrigation of pasture & crops	YES (✓)
Livestock (excluding pigs)	YES (✓)
Cooling towers	YES (✓)
Industrial use: <ul style="list-style-type: none"> Boiler feed water Process water Wash-down water Dust suppression 	YES (✓)
Fire protection sprinkler systems	NO (X)
Drinking (humans or pigs)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Swimming pools or spas	NO (X)
Children's water toys	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)

5. Plumbing Standards

5.1. All recycled water plumbing works are to be carried out in accordance with:

- (a) AS/NZS 3500
- (b) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting www.yvw.com.au
- (c) EPA Dual pipe water recycling schemes – health and environmental risk management (guidelines for environmental management)

6. Inspections For Recycled Water Plumbing Works

6.1. The plumber is required to register and book inspections via Yarra Valley Water's online booking system (www.yvw.com.au/rwinspection). Inspections are mandatory and required at the stages below:

(a) R1 – All below ground pipework prior to backfilling

- (i) For Houses and High Rise developments an R1 inspection must be done from the main meter to the building
- (ii) For Multi-Unit developments an R1 inspection must be done for the internal main between the main meter and the check meters. R1 inspections are then required for each unit from the check meter to each dwelling
- (iii) For larger, more complex developments multiple R1 inspections may be required to inspect all the below ground pipework in stages
- (iv) Irrigation Systems require inspection of all below ground pipework

(b) R2 – All internal pipework prior to plastering

- (i) For High-Rise developments separate R2 inspections must be booked for the common pipework on each floor servicing each dwelling

(c) R3– Commissioning prior to occupancy

- (i) The site must have passed the R1 and R2 inspections before the R3 can be done
- (ii) All tap-ware and plumbing fixtures must be fitted and operational
- (iii) Properties must not be occupied before passing the R3 inspection

- (iv) Irrigation systems must be commissioned prior to lodgement of the Compliance Certificate

For inspection related enquiries:

Email: rwplumbinginspection@yvw.com.au

Phone: 9872 2518

- 6.2. The deadline for booking R1 and R2 inspections is 3pm Monday to Friday
- 6.3. R3 inspections require two (2) business days' notice of the required inspection date
- 6.4. Inspections will take place Monday to Friday only. Inspections are not available on weekends or public holidays. Inspection times are 7.30am to 3pm.
- 6.5. R1 and R2 inspections can be booked consecutively for the same booking date only if they are both ready for inspection
- 6.6. R2 inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework
- 6.7. For R3 inspections the plumber will be contacted by the next business day to confirm the inspection time
- 6.8. Safe access to the site must be provided for inspections to take place
- 6.9. Failure to book inspections will result in penalties. Refer Section 1.
- 6.10. A PIC Consent Number is required for every property/residence being booked for inspections. Contact Yarra Valley Water if you do not have a PIC number for every property/residence being inspected:
 - (a) For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore a PIC Consent Number is also required for the main to check inspection.
- 6.11. Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination:
 - (a) Properties using a straight piece will not pass these inspections.
- 6.12. Yarra Valley Water will only carry out the required inspections in so far as they relate to the Conditions of Connection issued for new developments connecting to recycled water. Inspections will be carried out in accordance with the EPA Guidelines and a Risk Based Approach. Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber.

7. Temporary Cross Connections

- 7.1. Where pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such interconnection is to be above ground and clearly visible.
- 7.2. This interconnection is to be removed by the private plumber at the time of the commissioning inspection.

8. Tappings

- 8.1. The drinking water property service pipe is to be PE pipe and must be water marked.
- 8.2. The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked:
 - (a) PE pipe must not form any part of the water meter assembly.
- 8.3. **In the case of short side installations** the recycled water service pipe is to be laid on the left of the drinking water property service pipe (when facing the property) and maintain 300mm separation.
- 8.4. **In the case of long side installations** the same conduit for the drinking water property service may be utilised for the recycled water, however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit.

9. Locking Device

- 9.1. All recycled water meters will be installed with a locking device at the time of the tapping.
- 9.2. The locking device can only be removed by Yarra Valley Water when the property is commissioned, passing the R3 inspection:
 - (a) If the locking device is removed prior to commissioning, this will be considered a breach of these Conditions and Section 288 of *the Act*. The locking device will be re-fitted and follow up will occur under *the Act*.

10. Meter Assemblies & Positioning

- 10.1. Recycled water meters are to be positioned to the left of the drinking water meter assembly.
- 10.2. Recycled water meters and the meter assembly including inlet and outlet pipework must be purple.

10.3. Meters in recycled water areas can only be moved by Yarra Valley Water.

- (a) An application must be made online via easyACCESS to move the meter/s.
- (b) Yarra Valley Water can move meters up to 600mm from their original tapping location:
 - (i) 20mm and 25mm meters **are moved for free**
 - (ii) 32mm and above incur costs
- (c) Meters which need to be moved >600mm need to be plugged and re-tapped and the relevant fees paid.
- (d) Any meters which have been illegally moved are in breach of these Conditions and Section 288 of *the Act*. Yarra Valley Water will take the necessary action required to rectify the meters and recover any costs in doing so from the applicant or property owner as required. Rectification may include disconnection of services, relocating meters back to their original position, or if this is not possible plugging and re-tapping to a new location.

10.4. Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

10.5. Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

10.6. Any 25mm installation must be fitted with a right-angle ball valve.

10.7. Minimum separation between meters as follows:

- (a) 20mm to 25mm meters – 250mm minimum clearance between meters
- (b) 32mm and above – 150mm minimum clearance between meters
- (c) For recycled and potable meters – minimum 300mm minimum clearance between the recycled and potable meters

11. Stolen Meters

11.1. Until the meter is replaced no connections between the supply and the dwelling are to be reinstated at the property. No straight pieces or alternative connections are allowed to be installed unless fitted by Yarra Valley Water's maintenance contractor.

11.2. Stolen meters must be reported by calling Yarra Valley Water on **1300 304 688**.

12. Owner's Responsibility

12.1. It is the owner/s (or for non-residential properties with a Recycled Water Agreement, the site occupier/s) responsibility to carry out the following:

- (a) Educate children and visitors to the property about the permitted uses of Class A recycled water
- (b) Remove the handle from the recycled water taps when not in use
- (c) Ensure that all recycled water regulatory prohibition hybrid signs are visible and legible at all times

12.2. For Irrigation Systems:

- (a) Until Class A Recycled Water is available (i.e. charged through the recycled water main), irrigation systems time of operation must comply with current Government water restriction requirements
- (b) Annual testing of the backflow prevention device is required to ensure the device is operating correctly
- (c) Signage must be produced at the owner's expense and displayed prominently within 150mm of all recycled water outlets. These signs should comply with AS1319 and should contain the wording: "Recycled Water Do Not Drink".

12.3. The conditions detailed in this document are binding on subsequent owners.

SEWER

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection point within the property, Yarra Valley Water (YVW) approves the connection point of the YVW sewer to be located in a road reserve outside the property and raised to surface with an appropriate approved cover. The sewer connection point must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer connection points at the site must be cut and sealed by a YVW accredited live sewer contractor.

Ownership boundaries for the sewer connection point can be found at <https://www.yvw.com.au/faults-works/responsibilities/repair-responsibilities>

Following the completion of a new or altered property sewerage drain, a copy of the updated Property

Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au.
Photographs of plans are not acceptable.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services; or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

Perfect Choice Conveyancing Services C/- Triconvey
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 1184005043
Rate Certificate No: 30841140

Date of Issue: 08/04/2024
Your Ref: 638708

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
35 JACKSONIA DR, MICKLEHAM VIC 3064	40346\PS900070	5293934	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2024 to 30-06-2024	\$20.04	\$20.04
Residential Water and Sewer Usage Charge <i>Step 1 – 6.000000kL x \$3.34380000 = \$20.06</i> Estimated Average Daily Usage \$0.21	07-12-2023 to 13-03-2024	\$20.06	\$0.00
Residential Sewer Service Charge	01-04-2024 to 30-06-2024	\$114.46	\$114.46
Residential Recycled Water Usage Charge	07-12-2023 to 13-03-2024	\$0.00	\$0.00
Parks Fee *	01-04-2024 to 30-06-2024	\$21.10	\$21.10
Drainage Fee	01-04-2024 to 30-06-2024	\$29.38	\$29.38
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$270.48
Total for This Property			\$455.46

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
1760E MICKLEHAM RD, MICKLEHAM VIC 3064	EVPS900035	5270129	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$0.00

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
1780H MICKLEHAM RD, MICKLEHAM VIC 3064	H\PS905691	5285354	Superseded

Agreement Type	Period	Charges	Outstanding
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Other Charges:	
Interest	No interest applicable at this time
No further charges applicable to this property	
Balance Brought Forward	\$0.00
Total for This Property	\$0.00

* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Recycled water is available at this property

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.

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

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

Property No: 5293934

Address: 35 JACKSONIA DR, MICKLEHAM VIC 3064

Water Information Statement Number: 30841140

HOW TO PAY



Bill Code: 314567
Ref: 11840050434

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

7th August 2023

NAJEEB MICHAEL
ANGELE HOMES PTY LTD
care of
nmichael@angelehomes.com.au

Dear NAJEEB MICHAEL,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	597239
Property Address	35 JACKSONIA DRIVE MICKLEHAM 3064
Service Location ID	5293934

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **may proceed subject to the following conditions.**

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

Build Over Condition Summary *

Driveways & Paving (Plain Concrete Only) for a Residential Property (Please Note Ramps over sewer mains are not allowed)

- can build over the sewer main and 750mm vertical clearance is required

* Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

If you have any enquiries, please email us at easyaccess@yvw.com.au or for further information visit <http://www.yvw.com.au/help-advice/develop-build>. Alternatively you can contact us on 1300 651 511.

Yours sincerely,

A handwritten signature in grey ink that reads "Joe Gargaro". The signature is written in a cursive style with a large, stylized 'J' and a long, sweeping underline.

Joe Gargaro

Divisional Manager, Development Services

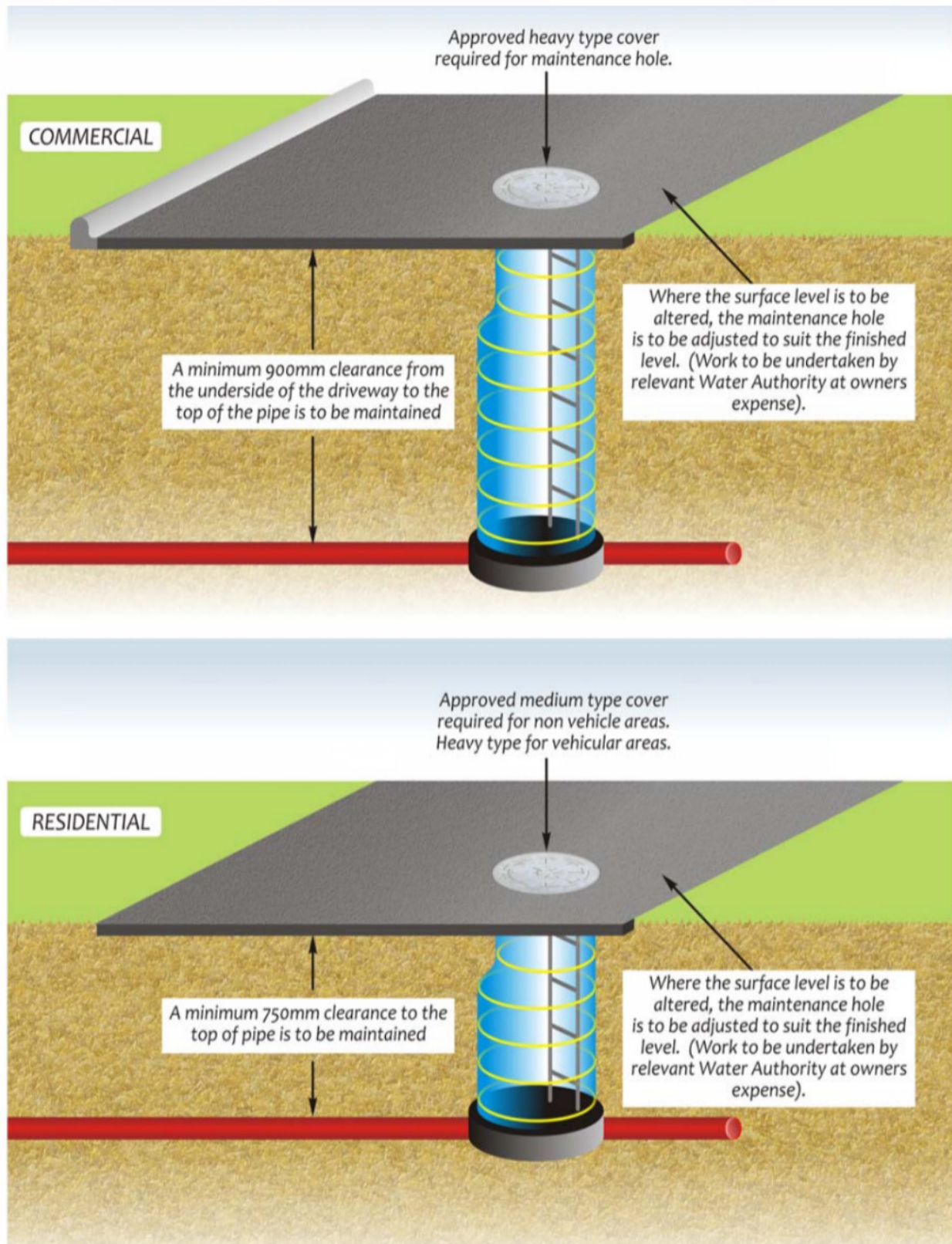
SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

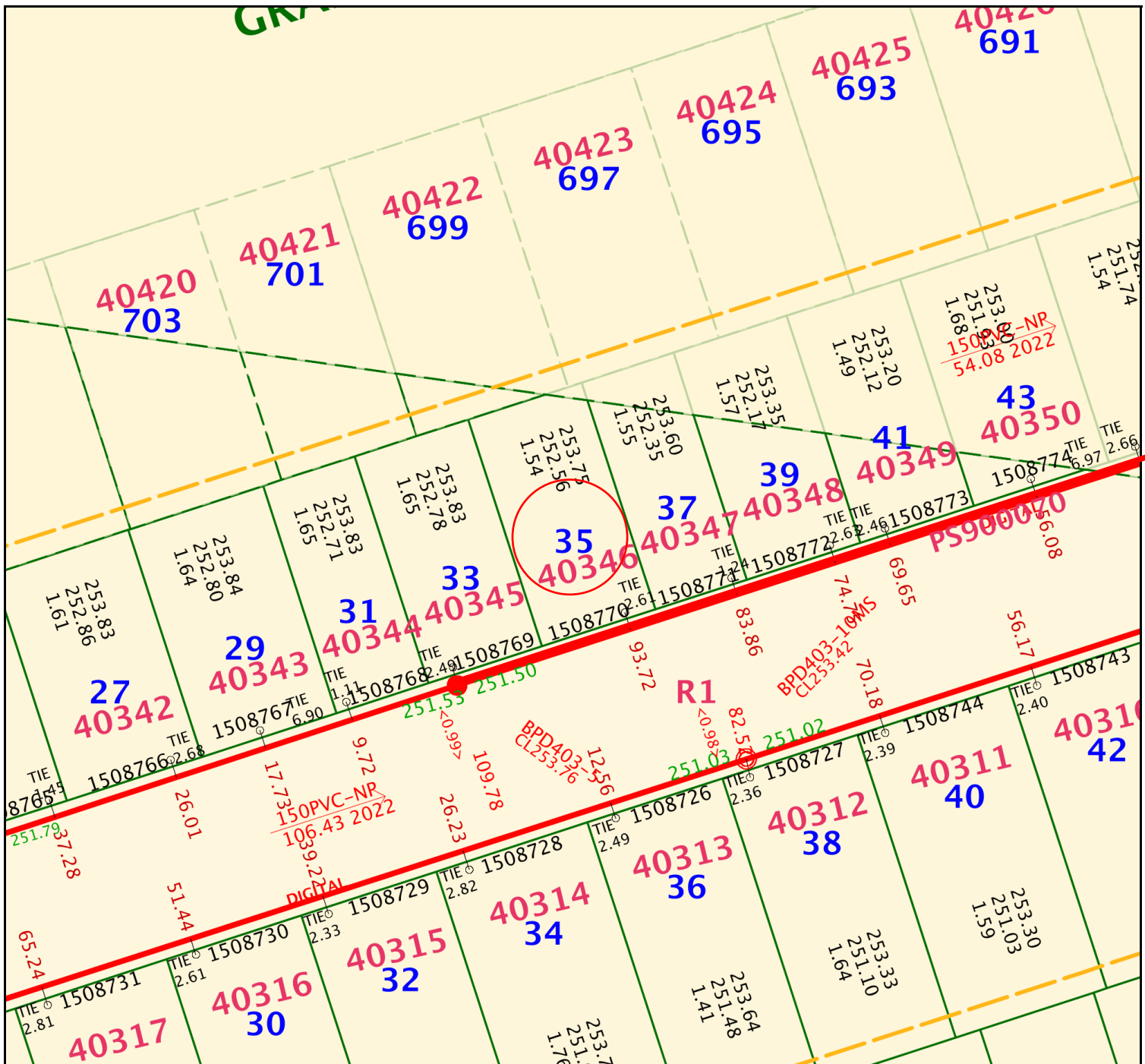
For any driveways and paving (plain concrete only) for a residential property in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to attached plan 'F' for this structure.
2. A minimum 750 mm vertical cover is to be maintained over the sewer main.
3. Ramps over sewer mains are not permitted.
4. No additional load is to be placed on the sewer main.

DRIVEWAY AND PAVING

DRIVEWAYS AND PAVING





Yarra Valley Water **Sewerage Depth Offset** **Asset Map**

Address

35 JACKSONIA DRIVE MICKLEHAM 3064

Date

07/08/2023

Scale

1:500



Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

ABN 93 066 902 501

Existing Title		Gas Check Manhole	
Proposed Title		Inspection Shaft	
Sewer Branch		Pipe Junction	
Existing Sewer		Maintenance Shaft	
Circular Manhole		Maintenance Chamber	
Sewer Offset		End of Pipe	
Abandoned Sewer		Rectangular Manhole	
Pump Station		Ventilation	

Abbreviation Pipe Material

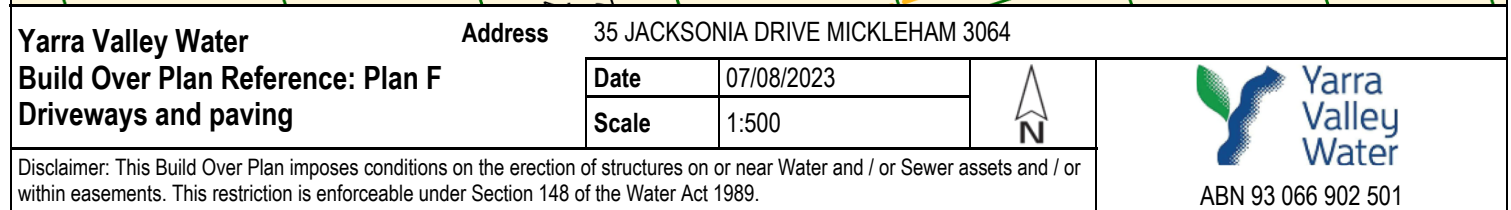
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS






Pipe Size: 150
Pipe Material: PVC-NP
Average Depth (m): 2.41
Branch Length (m): 1.541

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
If pipe offset is not shown, it is unknown and will need to be proven on site.

YVW Ref: 5293934



This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area		Your property's identification on the plan.
Orange line		Boundary of easement.
Red shaded area		Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area		Assets and area that cannot be built over.
Green highlighted assets		Asset or easement that can be built over subject to conditions specified.

CONDITIONS APPLICABLE TO THIS APPLICATION:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.
7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.
13. Our imposition of conditions does not affect the rights of any other parties over the area in question.
14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.
15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website [easyACCESS Land Development Hub](#).

16. These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

RESPONSIBILITY OF SEWER CONNECTION POINTS

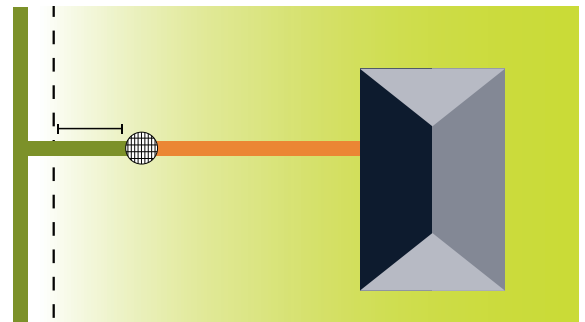


Yarra Valley Water's (YVW) responsibility of the sewer connection point is dependent on the location of the sewer main and the first Inspection Opening (I.O), which may be above or below ground. YVW and property owner responsibilities for the sewer connection points are outlined below.

STAND ALONE RESIDENCE

Sewer connection point where the sewer main is **outside** the property.

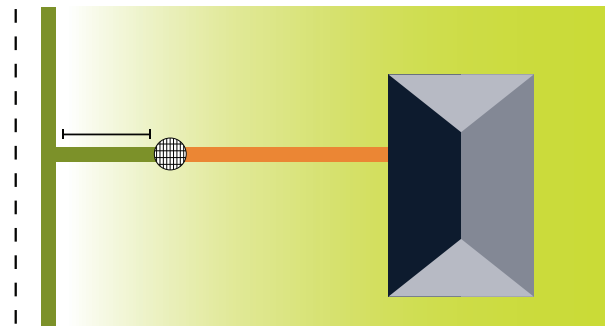
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



STAND ALONE RESIDENCE

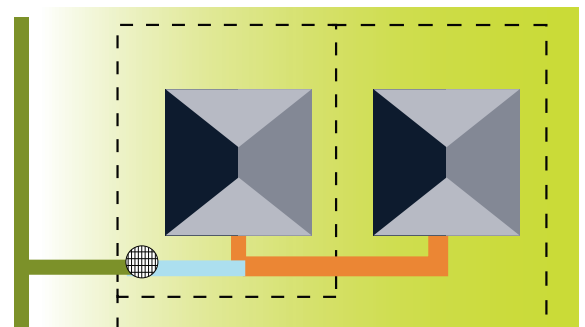
Sewer connection point where the sewer main is **inside** the property.

YVW responsibility ends at the I.O. or up to 1 metre from the sewer main (whichever is less).



COMBINED PRIVATE PLUMBING (UNITS, NEIGHBORING PROPERTIES)

YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



KEY

Orange line: Property owner responsibility

Light blue line: Combined property owner responsibility

Green line: YVW responsibility

--- Boundary of property

Circle with cross-hatch: Inspection opening (may be below ground or at surface level)



Building / structure

YVW.COM.AU EMAIL: ENQUIRY@YVW.COM.AU

GENERAL ENQUIRIES: 1300 304 688 EMERGENCIES & FAULTS: 13 2762 LANGUAGE ASSISTANCE: 1300 976 224

Yarra Valley Water, Lucknow Street, Mitcham. Private Bag 1, Mitcham Victoria 3132

Your quarterly bill



Emailed to: nmichael@angelehomes.com.au
MR N SULAQA
7 POLESDEN MEWS
ROXBURGH PARK VIC 3064

Enquiries 1300 304 688
Faults (24/7) 13 27 62
Account number 11 8400 5043
Invoice number 1186 0162 12117
Issue date 18 Mar 2024
Property address 35 JACKSONIA DR MICKLEHAM
Property reference 5293934, PS 900070
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Summary

Previous bill	\$129.59
Payment received	\$0.00
Balance carried forward	\$129.59
This balance is overdue, please pay immediately.	
This bill	
Usage charges	\$20.06
Service charges	
Water supply system	\$20.04
Sewerage system	\$50.31
Other authority charges	
Waterways and drainage	\$29.38
Parks	\$21.10
Total this bill (GST does not apply)	\$140.89
Total balance	\$270.48



Recycled water is available.
It's not to be used for drinking, preparing food or bathing, but it's great for watering, washing clothes, gardens and flushing toilets.

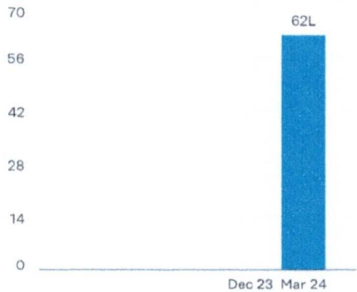


Important note
Your bill includes the parks charge, which is now billed quarterly.



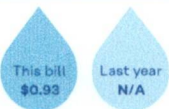
Your household's daily water use

Target 150L of water use per person, per day.



Your daily spend

This bill compared to the same time last year.
Excludes other authority charges.



How to pay



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



EFT
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name: Yarra Valley Water
BSB: 033-885
Account number: 118496303



BPAY*
Biller code: 344366
Ref: 118 4005 0434



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



Credit card
Online: yvw.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
Biller code: 3042
Ref: 1186 0162 12117



*3042 118601621211 7

MR N SULAQA
Account number 11 8400 5043
Invoice number 1186 0162 12117
Total due \$270.48
Due date 8 Apr 2024
Amount paid \$
Overdue balance \$129.59 due now

Property Clearance Certificate

Land Tax



INFOTRACK / PERFECT CHOICE CONVEYANCING SERVICES

Your Reference:	SULAQA - 35 JACKSONIA DRI
Certificate No:	74556156
Issue Date:	08 APR 2024
Enquiries:	ESYSPROD

Land Address: 35 JACKSONIA DRIVE MICKLEHAM VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50004048	40346	900070	12483	476	\$975.00

Vendor: NAJEEB SULAQA
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
NAJEEB MICHAEL SULAQA	2024	\$235,000	\$975.00	\$0.00	\$975.00

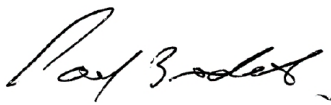
Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$235,000
SITE VALUE:	\$235,000
CURRENT LAND TAX CHARGE:	\$975.00



Notes to Certificate - Land Tax

Certificate No: 74556156

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$235,000

Calculated as \$975 plus (\$235,000 - \$100,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 74556156

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: 74556156

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 / PERFECT CHOICE CONVEYANCING SERVICES

Your	SULAQA - 35 JACKSONIA
Reference:	DRIVE
Certificate No:	74556156
Issue Date:	08 APR 2024

Land Address: 35 JACKSONIA DRIVE MICKLEHAM VIC 3064

Lot	Plan	Volume	Folio
40346	900070	12483	476

Vendor: NAJEEB SULAQA
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 74556156

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<div><div><div>BPAY</div><div></div><div>Billers Code: 416073 Ref: 74556150</div></div><div><div>Telephone & Internet Banking - BPAY®</div><div>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</div><div>www.bpay.com.au</div></div></div>	<div><div><div>CARD</div><div></div><div>Ref: 74556150</div></div><div><div>Visa or Mastercard</div><div>Pay via our website or phone 13 21 61. A card payment fee applies.</div><div>sro.vic.gov.au/payment-options</div></div></div>	<div><div><div>Important payment information</div><div>Windfall gains tax payments must be made using only these specific payment references.</div><div>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</div></div></div>
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Rates and charges reminder notice

For the period 1 July 2023 to 30 June 2024

Enquiries: 9205 2200



N M SULAQA
7 POLESDEN MEWS
ROXBURGH PARK VIC 3064

PROPERTY NUMBER: 748946
PAYMENT REFERENCE: 7489461
DATE OF ISSUE: 8/03/2024



For emailed notices:
hume.enotices.com.au
Reference: 4C317E3FDZ



025
I007707
R1_16709

PROPERTY DETAILS

35 JACKSONIA DR MICKLEHAM VIC 3064
Lot 40346 PS 900070L Vol 12483 Fol 476
NAJEEB MICHAEL SULAQA

Site Value

\$235,000

Capital Improved Value

\$235,000

Net Annual Value

\$11,750

Level of Value Date: 01/01/2023

Date Adopted for Rating Purposes: 01/07/2023

RATES AND CHARGES

Amount Due

\$669.48

This notice includes payments made to 7/03/2024

Thank you if you have recently made a payment. If you're experiencing financial hardship, we encourage you to apply for a payment plan online in under five minutes, www.hume.vic.gov.au/rates

INSTALMENT AMOUNT DUE

\$669.48

DUE DATE

Now Due

Customer Service Centres

Broadmeadows 1079 Pascoe Vale Road
Craigieburn 75-95 Central Park Avenue
Sunbury 44 Macedon Street
Cashier hours: 8am-5pm weekdays

Contact Council

PO BOX 119, Dallas 3047
Phone: 9205 2200
Email: contactus@hume.vic.gov.au
hume.vic.gov.au



Scan here to pay



HOW TO PAY

Avoid late payment interest by paying your rates on time. Payment plans are available.



BPAY (BPAY View Registration No: 7489461)

Access Bpay via your internet banking

BILLER CODE: 12500

REF: 7489461



POST BILLPAY

BILLPAY CODE: 0862

REF: 7489461



862 7489461



ONLINE OR PHONE

Call 13 18 16 or visit hume.vic.gov.au/pay



DIRECT DEBIT

Register online at
hume.vic.gov.au/rates to arrange
automatic payment of your account



IN PERSON

Pay at your nearest Council Customer
Contact Centre in Broadmeadows,
Craigieburn or Sunbury or visit your
nearest Post Office.



MAIL

Send this slip with your cheque made
payable to: Hume City Council,
PO Box 119 Dallas 3047

BLUEPRINT BUILDING PERMITS

PO Box 509, Preston, 3072
PO Box 509, Preston, VIC, 3072
t: (03) 9052 2871 e: info@blueprintbp.com.au
www.blueprintbp.com.au ACN 42 619 743 574

Application Number: BLD20233515

FORM 2

Regulation 37(1)
Building Act 1993
Building Regulations 2018

Building Permit No. CBS-L 57859/9343839587505 08 August 2023

Issue to

Owner **Angele Homes**
Postal Address **7 Polesden Mews Roxburgh Park** Postcode **3064**
Email **najeepmichael@angelehomes.com.au**
Address for serving or giving of documents: **7 Polesden Mews Roxburgh Park** Postcode **3064**
Contact Person **Najeeb Michael Sulaqa** Telephone

Property Details

Number **35** Street/Road **Jacksonia Drive** Suburb **Mickleham** Postcode **3064**
Lot/s **40346** LP/PS **900070L** Volume **12483** Folio **476**
Crown allotment Section No Parish **Mickleham** County
Municipal District **City of Hume**

Builder

Name **Angele Homes** Telephone
Address **7 Polesden Mews Roxburgh Park** Postcode **3064**

Details of Building Practitioners and Architects

a) To be engaged in the building work³

Name	Category/class	Registration Number
Najeeb Michael Sulaqa	Domestic Builder Unlimited	DB-U 25495

(b) Who were engaged to prepare documents forming part of the application for this permit⁴

Name	Category/class	Registration Number
Gabriel Aodish	Draftsperson	DP-AD 38771
A. Isaac Marben	Endorsed Building Engineer	PE0003380

Details of Domestic Building Work Insurance⁵

The issuer or provider of the required insurance policy is: **VMIA Risk Management & Insurance**
Insurance policy number : **C801380**
Insurance policy date : **29/06/2023**

Details of Relevant Planning Permit

Planning Permit No: **N/A** Date of grant of Planning Permit: **N/A**

Nature of Building Work

Construction of a New Single Storey Dwelling & Garage
Storeys contains: **1**
Rise in storeys:
Effective height:
Type of construction:

Version of BCA applicable to permit: **2019**
Cost of Building Work: **\$250,000.00**
Total floor area of new building work in m²: **158**

Conditions and required Certificates

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures.

BCA Class

Part of Building: **All**

Class: **1a(a)**

Part of Building: **All**

Class: **10a**

Prescribed Reporting Authorities

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

Reporting Authority	Matter Reported On Or Consented To	Regulation
City of Hume	Legal point of discharge	133

Protection Work

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

Inspection Requirements³

The mandatory inspection notification stages are:

1. Bored Piers
2. Pre-Slab
3. Steel Reinforcement
4. Frame
5. Final

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

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

Commencement and Completion

This building work must commence by 08 August 2024

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

This building work must be completed by 08 August 2025

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

Relevant Building Surveyor

Name: **Blueprint Building Permits Pty Ltd**

Address: **PO Box 509, Preston, 3072**

Email: **info@blueprintbp.com.au**

Building practitioner registration no.: **CBS-L 57859**

Municipal district: **City of Hume**

Designated Building Surveyor



Name: **John Kitsoulis**

Building practitioner registration no.: **BS-L 46679**

Permit no.: **CBS-L 57859/9343839587505**

Date of issue of permit: **08 August 2023**

Notes

- Note 1 Under Regulation 318 an owner of a building of land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
- Note 2 Under Regulation 317 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3 Include building practitioners with continuing involvement in the building work.
- Note 4 Include building practitioners with no further involvement in the building work.
- Note 5 Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of **The Building Act 1993**.

Annexures 'A' Conditions of Approval

Building Permit No. CBS-L 57859/9343839587505 Issued 08 August 2023

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. The registered builder nominated on this building permit MUST ensure that all building works related to this permit have been constructed in accordance with the Australian Standards; as stated in the certificate of structural adequacy published by BlueScope Steel on the 18th October 2017; and that; all components are genuine Lysaght manufactured items and the components have been assembled in accordance with all the relevant Lysaght documentation, and the builder is responsible and MUST also ensure that the supporting structure is stable and able to withstand the reactions and all fixings, tie downs and bracings of the supporting structure and the loads applied by the awning to the house or supporting structure complies.
2. Provide evidence of fibre cabling in accordance with the specifications nominated by the NBN Co.
3. Boundary Fencing does not form part of this building Permit
4. Landscaping must be completed within 3 Months of occupancy permit being issued to the front yard
5. Expungement: This approval may be revoked and may be made null and void if any documentation submitted with the application is subsequently found to be false, improper, misleading, incomplete or fraudulent, at the sole discretion of the Relevant Building Surveyor once all other enforcement processes and proceedings have been exhausted. Furthermore, all building works and any subsequent alterations to the endorsed plans must be carried out as shown on the approved plans and/or to the satisfaction of the relevant building surveyor.
6. Under regulation 42, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units. Under regulation 41, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of approved plans, specifications and documents are available for inspections at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which the permit applies. This building permit is not evidence of compliance, acceptance or otherwise with any implied warranty under the Domestic Building Contracts Act (DBC Act) and/or any other contractual agreement, or otherwise between owner and builder relative to quality, workmanship, product adequacy, reliability or functionality of the building work. It is recommended that the owner engage or appoint appropriate building practitioners to confirm acceptance or otherwise, compliance with the DBC Act and other associated and relevant legislation. There must be no unauthorised encroachment of any part of the building work beyond the building alignment, title or allotment boundary.
7. The following dwelling must have a minimum 6 Star Energy Rating
8. No portion of building works to encroach allotment boundaries.

NOTE:

In the event that a fence has encroached over the title boundary in favour of the neighbour.

A Written statement from the neighbour will be required stating that they agree to the removal of the fence and construction of the dwelling within the boundary. (Plus temporary fencing to be installed to protect the neighbouring property)

9. The artificial lighting system to comply with AS1680.
10. Any existing and/or proposed boundary fence shall not exceed 2000mm in height from natural ground level and therefore excludes trellis.
11. Inward swinging toilet doors to enclosed sanitary compartments, where <1200mm between the closet pan and doorway, to be readily removable from the outside.

12. Inward swinging toilet doors to enclosed sanitary compartments must be readily removable from the outside, unless there is a clear space of at least 1.2m between the closet pan within the sanitary compartment and the nearest part of the doorway.
13. Council consent is required for the new cross over prior to works commencing. Ensure consent is received prior to construction commencing.
14. It is the responsibility of the owner to comply with any covenant which may exist on the property title.
15. The person in charge of carrying out building works must take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor, the number of the relevant building permit and the issue date of the permit are displayed. Signage to be displayed in a conspicuous position accessible to the public prior to the commencement of building works and is to remain visible and legible for the duration of building works.
16. A minimum 750mm landing to be provided to door thresholds where more than 3 risers (max 570mm) are proposed.
17. This building permit shall be read in conjunction with the endorsed drawings.
18. Alterations to the existing building to comply with Part J – Energy Efficiency provisions of the BCA. Certificate of Compliance – Design, to be forwarded to Relevant Building Surveyor from consultant.
19. Expungement: This approval may be revoked and may be made null and void if any documentation submitted with the application is subsequently found to be false, improper, misleading, incomplete or fraudulent, at the sole discretion of the Relevant Building Surveyor once all other enforcement processes and proceedings have been exhausted. Furthermore, all building works and any subsequent alterations to the endorsed plans must be carried out as shown on the approved plans and/or to the satisfaction of the relevant building surveyor.
20. All extraction fans are to be vented to the external wall/roof. (Not into ceiling)
21. Construction on within 900mm from boundary is to be constructed from materials that achieve a Fire rating to 60/60/60. Builder to provide details of materials and construction method used to achieve this result.
22. External walls are required to have an FRL of not less than 60/60/60 when tested from the outside.
23. Existing Footing on boundary not to be undermined under ANY circumstances
24. Under regulation 42, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.

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

This building permit is not evidence of compliance, acceptance or otherwise with any implied warranty under the Domestic Building Contracts Act (DBC Act) and/or any other contractual agreement, or otherwise between owner and builder relative to quality, workmanship, product adequacy, reliability or functionality of the building work. It is recommended that the owner engage or appoint appropriate building practitioners to confirm acceptance or otherwise, compliance with the DBC Act and other associated and relevant legislation. There must be no unauthorised encroachment of any part of the building work beyond the building alignment, title or allotment boundary.

25. All new glazing is to comply with AS1288 and AS2047. Decals to be installed min 75mm in width located between 900-1000mm from finished floor level
26. All glazing to comply with AS1288 and AS2047. Ensure minimum 20mm high decals provided to full height glazing located between 700 and 1200mm from finished floor level.
27. Stair flight riser heights to steps to not exceed 190mm and going length for treads to be at least 250mm consistent throughout. Non-slip finishes to be provided to all steps, ramps and landings.
28. The estate's greywater system (third pipe) is to be connected to all sanitary flushing systems, in accordance with the estate guidelines and the plumbing regulations.
29. Building inspections are to be arranged with the Relevant Building Surveyor. Generally inspections are carried out within 24-48 hours notification; however this must be arranged with a minimum of 48 hours notice in advance.
30. This building permit does NOT include retaining walls
The owner and/or builder will need to provide John Kitsoulis BS-L 46679 with a building permit approval for retaining walls prior to starting any building works.
31. Stair flight riser heights to steps to be constructed between 115 – 190mm and going lengths for treads to be between 240 – 355mm. Attention should be made to the slope relationship (i.e. 2R+G) requirement of Fig. 3.9.1.2 of the BCA 2013 Volume 2. Non-slip finishes to be provided to all steps, ramps and landings.
32. Roof sarking type material to have a flammability index of not more than 5.
33. Smoke alarms to comply with AS3786 and to be hard wired to mains power, and interconnected where more than one is required.

34. All down pipes or stormwater overflow pipes are to be connected to the legal point of discharge as a system via the existing pipework of the appurtenant buildings in accordance with AS3500.3.
35. This site is subject to termite infestation. Ensure termite protection is provided in accordance with AS3660.1
36. Thermal insulation to be provided in accordance with Option A or B in Vic Table 1.
37. All timber framing to comply with AS1684.
38. The owner and/or builder MUST ensure consent/permit is obtained from Council prior to removal of any trees and/or vegetation where applicable.
39. Prior to the erection of trusses, the manufacturer's computations and layout (for any roof, floor &/or walls) must be submitted to this office for approval prior to frame inspection.
40. Waterproofing to walls and floors to wet areas to be provided where required by F1.7 in accordance with AS3740.
41. Waterproofing to walls and floors to wet areas to be provided where required by Part 3.8 in accordance with AS3740.

BLUEPRINT BUILDING PERMITS

PO Box 509, Preston, 3072
PO Box 509, Preston, VIC, 3072
t: (03) 9052 2871 e: info@blueprintbp.com.au
www.blueprintbp.com.au ACN 42 619 743 574

Application Number: BLD20233515

FORM 16

Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

Property Details

Number: 35	Street/Road: Jacksonia Drive	Suburb: Mickleham	Postcode: 3064
Lot/s: 40346	LP/PS: 900070L	Volume: 12483	Folio: 476
Crown: allotment	Section: No	Parish: Mickleham	County:
Municipal District: City of Hume			

Building permit details

Building permit number: **CBS-L 57859/9343839587505**
Version of BCA applicable to building permit: **2019**

Building Details

Part of building to which permit applies:	All
Permitted use:	Dwelling
BCA Class of building:	1a(a)
Maximum permissible floor live load:	1.5
Maximum number of people to be accommodated:	Residential

Part of building to which permit applies:	All
Permitted use:	Garage
BCA Class of building:	10a
Maximum permissible floor live load:	2.5
Maximum number of people to be accommodated:	Residential

Storeys contained: 1	Rise in storeys (for Class 2-9 buildings):
Effective height:	Type of construction: 21

Reporting authorities

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter reported on or consented to	Relevant regulation no.
City of Hume	Legal point of discharge	133

Suitability for occupation

At the date this occupancy permit is issued, the *building/*place of public entertainment to which this permit applies is suitable for occupation.

Approved Inspections

1. Bored Piers approved on: 8/09/2023
2. Pre-Slab approved on: 1/10/2023
3. Steel Reinforcement approved on: 2/10/2023
4. Frame approved on: 26/10/2023
5. Final approved on: 3/04/2024

Relevant building surveyor

Name: **Blueprint Building Permits Pty Ltd**
Address: **PO Box 509, Preston, 3072**
Email: **blueprintbuildingpermits@gmail.com**
Building practitioner registration no.: **CBS-L 57859**
Municipal district name: **City of Hume**
Occupancy Permit no. **CBS-L 57859/9343839587505**
Date of issue: **4 April 2024**
Date of final inspection **3 April 2024**
Signature:



Domestic Building Insurance

Certificate of Insurance

Najeeb Sulaqa**7 Polesden Mews
ROXBURGH PARK
VIC 3064**

Policy Number:

C801380

Policy Inception Date:

29/06/2023

Builder Account Number:

000482

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 40346 Jacksonia Drive MICKLEHAM VIC 3064 Australia**

Carried out by the builder: **ANGELE HOMES PTY LTD**

Builder ACN: **125159275**

! 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): **Najeeb Sulaqa**

Pursuant to a domestic building contract dated: **26/04/2023**

For the contract price of: **\$ 250,000.00**

Type of Cover: **Cover is only provided if ANGELE HOMES 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*

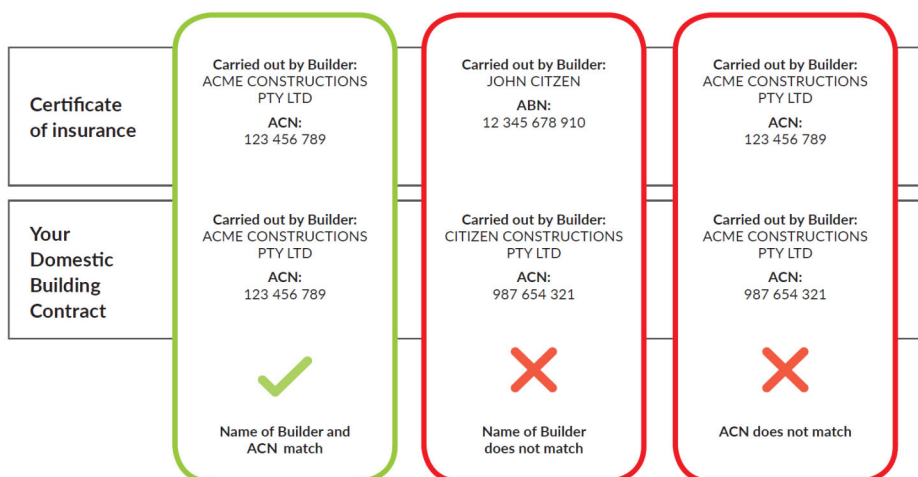
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,318.00
GST:	\$131.80
Stamp Duty:	\$144.98
Total:	\$1,594.78

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



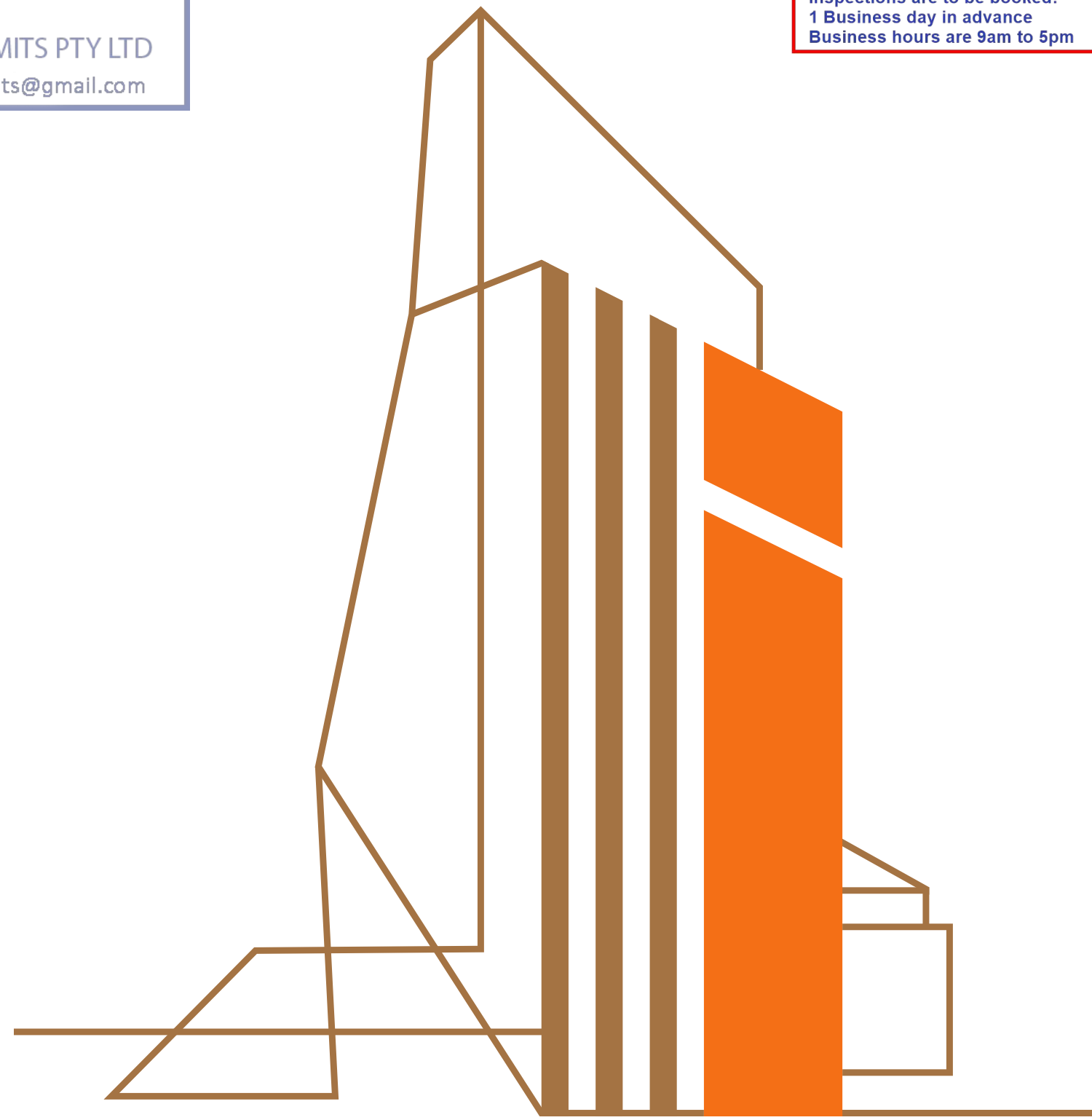
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08/08/2023

BLUE PRINT BUILDING PERMITS PTY LTD
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iCONiC DESiGNS

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68708/2023
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THESE DRAWINGS ARE TO BE READ AND USED IN CONJUNCTION WITH SPECIFICATION, DETAILS, STRUCTURAL ENGINEERS AND OTHER CONSULTANTS DRAWINGS AND COMPUTATIONS, ENDORSED PLANNING DRAWINGS AND PERMITS IF AND AS APPLICABLE. FIGURED DIMENSIONS MUST TAKE PREFERENCE OVER SCALING OF DRAWINGS. C.O.S. DENOTES 'CHECK ON SITE' THE BUILDER SHALL CHECK ALL DIMENSIONS AND LEVELS PRIOR TO COMMENCING ANY WORKS OR ITEMS TO BE FABRICATED, WITH ANY DISCREPANCIES TO BE REPORTED IMMEDIATELY. ALL DIMENSIONS AND LEVELS TO BE VERIFIED ON SITE PRIOR TO THE START OF WORKS.

IT IS THE RESPONSIBILITY OF ALL PERSONS CONCERNED WITH THE PROJECT CONTAINED IN THESE DRAWINGS - TO NOTIFY THE REGISTERED BUILDING PRACTITIONER CONCERNED IN THE EVENT OF ALTERATIONS BEING REQUIRED OR DISCREPANCIES BEING FOUND - PRIOR TO WORKS BEING CARRIED OUT - AS NO RESPONSIBILITY CAN BE TAKEN FOR UNAUTHORIZED ALTERATION OR LACK OF BUILDERS SUPERVISION.

GROUND UNDER BUILDING TO BE GRADED TO THE OUTSIDE OF THE BUILDING. FINISHED SURFACE TO FALL AWAY FROM BUILDING MIN 1 IN 20 FOR A MIN. OF 1000 MM.

SOIL CLASSIFICATION:
ALL FOUNDATIONS SHALL BE PREPARED AND MAINTAINED IN ACCORDANCE TO A.S. 2870.1 AND/OR STRUCTURAL ENGINEER'S DESIGN, AS REQUIRED THEREIN, AND WHICH IS REFERRED TO IN THE SOIL INVESTIGATION REPORT.

STRUCTURAL ITEMS:
REFER TO STRUCTURAL DRAWINGS AND COMPUTATION FOR ALL SIZES AND DETAILING OF STRUCTURAL TIMBER, STEEL AND CONCRETE, ELEMENTS SUCH AS BEAMS, COLUMNS, SLABS, FOOTINGS, LINTELS, HOLDING-DOWN DETAILS ETC. PROVIDE ALL 'HOLDING DOWN' STRAPS, RODS, BOLTS ETC, AS REQUIRED TO BE BUILT INTO THE FRAME, BRICKWORK, STEELWORK AND/OR CONCRETE.

SARKING:
SHALL HAVE A FLAMMABILITY INDEX OF NOT MORE THAN FIVE WHERE REQUIRED.

BALUSTRADES:
BALUSTRADING TO HIGH DECKS OR TERRACES - WHERE A DECK EXCEEDS 4.0 M ABOVE GROUND LEVEL THE BALUSTRADE MUST BE NON-CLIMBABLE BETWEEN THE HEIGHTS OF 150 AND 750 MM ABOVE THAT DECK OR TERRACE. ALL BALUSTRADES TO BE A MINIMUM OF 1000 MM HIGH.

DOORS & EXTERNAL DOORS:
SHALL BE FITTED WITH WEATHER -STRIPS OR DRAFT EXCLUDERS. W.C. DOORS MUST BE REMOVABLE FROM THE OUTSIDE IF 1200 MM OR CLOSER TO THE PAN.

BRICKWORK CONTROL JOINTS:
A.J. - DENOTES ARTICULATION JOINTS. BUILDER MUST PROVIDE BRICK CONTROL JOINTS LOCATED TO COMPLY WITH RECOMMENDATIONS IN GEO-TECHNICAL SITE REPORT. (IF PREPARED) OTHERWISE IN ACCORDANCE WITH CEMENT AND CONCRETE ASSOC. NOTE: CN9 - ARTICULATED WALLS. (SPECIFYING JOINTS AT 5.0 M CTRS.) AND/OR THE B.C.A. PROVIDE WEEP HOLES AT 900 MM MAX. CTS. WITH CONTINUOUS CAVITY FLASHINGS AT BASE OF CAVITY, ABOVE & BELOW OPENINGS.

INSULATION:
REFER TO ENERGY RATING ASSESSMENT REPORT.

SMOKE DETECTORS:
PROVIDE SMOKE DETECTORS LOCATED AND AS SHOWN ON PLAN, AS PER MANUFACTURERS' SPECIFICATIONS - TYPE 83 R1 MAINS CONNECTED. SMOKE ALARMS MUST COMPLY WITH AS 3786 AND BE HARDWIRED AND ALSO BE INTERLINKED WHERE MORE THAN ONE SMOKE ALARM IS INSTALLED.

SEWER DRAINAGE:
REFER TO HYDRAULICS DRAWINGS IF APPLICABLE AND/OR CONNECT TO DESIGNATED CONNECTION POINT IN ACCORDANCE TO THE REQUIREMENTS OF THE RELEVANT AUTHORITY AND ALL RELEVANT AUSTRALIAN STANDARDS AND CODES. SUB-CONTRACTOR TO PROVIDE A COMPLIANCE CERTIFICATE.

STORM WATER:
CONNECT S.W.D. 90MM DIA. UPVC OR AS OTHERWISE NOTED TO EXISTING S.W.D SYSTEM AND/OR IF NEW INSTALLATION CONNECT TO LEGAL POINT OF DISCHARGE AS DESIGNATED BY THE LOCAL AUTHORITY. REFER TO CIVIL DRAWINGS IF APPLICABLE AND CONNECT AND LAY ALL DRAINS IN ACCORDANCE TO THE REQUIREMENTS OF THE RELEVANT AUTHORITY AND ALL RELEVANT AUSTRALIAN STANDARDS AND CODES. SUB-CONTRACTOR TO PROVIDE A COMPLIANCE CERTIFICATE.

OVERLOOKING:
IN ACCORDANCE WITH REG. 82, BUILD. REG'S 2018 AS PART OF DECKS AND/OR TERRACES, WHERE FINISHED FLOOR LEVEL IS GREATER THAN 800 MM ABOVE GROUND LEVEL, PROVIDE TO A MIN. HEIGHT OF 1700 MM ABOVE THE DECK FLOOR, A TIMBER SLATTED SCREEN WITH A MAX. OF 25% GAP IN ELEVATIONAL AREA, TO PREVENT OVERLOOKING INTO THE NEIGHBOURING PROPERTY, OR AS OUTLINED IN THE PLANNING PERMIT DRAWINGS IF APPLICABLE.

STAIR REQUIREMENTS:
RISERS: 190 MAX - 115 MIN.
GOING: 355 MAX - 240 MIN
RISERS & TREADS TO BE CONSTANT IN SIZE THROUGHOUT FLIGHT. PROVIDE NON-SLIP FINISH: NOSING STRIP - P3 DRY / P4 WET
PROVIDE CONTINUOUS HANDRAIL 1000 MM MIN HEIGHT TO BALCONIES & DECKS WHICH ARE 1000 MM OR MORE ABOVE FINISHED GROUND LEVEL. MAX. OPENINGS BETWEEN BALUSTERS NOT TO EXCEED 125 MM. LANDINGS MUST BE A MINIMUM LENGTH OF 750MM MEASURED FROM THE INSIDE EDGE WHERE IT CHANGES DIRECTION. HANDRAIL TO EXTEND THE FULL LENGTH OF THE STAIR FLIGHT.

GLAZING:
ALL GLAZING PANELS TO 500 MM ABOVE F.F.L. TO BE SAFETY GLASS AS PER A.S. 1288. ALL OTHER GLAZING TO A.S. 1288.

SPECIFICATIONS:
IF A SPECIFICATION FORMS PART OF THESE CONTRACT DOCUMENTS, IT SHALL TAKE PRECEDENCE OVER AND ABOVE THESE GENERAL NOTES AS CONTAINED HEREIN IF & WHERE APPLICABLE.

STANDARDS:
ALL WORKS SHALL COMPLY BUT NOT BE LIMITED TO THE FOLLOWING AUSTRALIAN STANDARDS AND ; THEIR RESPECTIVE MOST RECENT UPDATES AND AMENDMENTS AS APPLICABLE:

A.S. 1684 - NATIONAL TIMBER FRAMING CODE
PART 2 NON-CYCLONIC AREAS
PART 3 CYCLONIC AREA
PART 4 SIMPLIFIED NON-CYCLONIC AREAS

A.S. 2047 - WINDOWS IN BUILDINGS - SELECTION AND INSTALLATION

A.S. 1288 - GLASS IN BUILDINGS, SELECTION AND INSTALLATION

A.S. 1562 - DESIGN AND INSTALLATION OF SHEET ROOF AND WALL CLADDING PART 1 METAL
- AMENDMENT 1
- AMENDMENT 2

A.S. 2870 - RESIDENTIAL SLABS AND FOOTINGS - PART 1 CONSTRUCTION -
- AMENDMENT 1
- AMENDMENT 2
- AMENDMENT 3
- AMENDMENT 4

A.S. 2904 - DAMP PROOF COURSES AND FLASHINGS

A.S./ N.Z.S. 3013 - ELECTRICAL INSTALLATIONS

A.S. 3700 - MASONRY IN BUILDINGS
- AMENDMENT 1
- AMENDMENT 2

A.S. 3740 - WATERPROOFING OF WET AREAS IN RESIDENTIAL BUILDINGS

A.S. 3786 - SMOKE ALARMS
- AMENDMENT 1
- AMENDMENT 2
- AMENDMENT 3
- AMENDMENT 4

A.S. 1860 - CODE OF PRACTICE FOR THE INSTALLATION OF PARTICLEBOARD FLOORING

A.S. 3600 - CONCRETE STRUCTURES
- AMENDMENT 1
- AMENDMENT 2

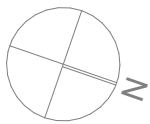
A.S. 3660 - PROTECTION OF BUILDINGS FROM SUBTERRANEAN TERMITES

A.S. 4256 - PLASTIC ROOF AND WALL CLADDING MATERIALS

DRAWING LIST		
PAGE	DRAWING	SCALE
	COVER PAGE	
A000	GENERAL NOTES	
A100	SITE PLAN	1:200
A101	ROOF PLAN	1:100
A200	GROUND FLOOR PLAN	1:100
A300	ELEVATIONS	1:100
A400	SECTION & DETAILS	1:100, 1:20
A500	WINDOWS & DOORS SCHEDULE	1:1
A501	REFLECTED CEILING PLAN	1:100

TIMBER FRAMING SCHEDULE

MEMBER	SIZE	STRESS GRADE	MAX. SPACING	MAX.SPAN SINGLE 2 OR MORE:	REMARKS
STUDS	90 X 45	F5	450	2700	SOLID NOGGING @ 1200 CRS. MAX
TOP PLATE	90 X 45	F5		450	UNTRENCHED
BOTTOM PLATES	90 X 45	F5		450	UNTRENCHED
JAMB STUDS	2/90 X 45	F5	450	2700	SOLID NOGGING @ 1200 CRS. MAX
LINTELS	140 X 45	F17	OPENING UP TO 1800		ALSO REFER TO ENG. COMPUTATIONS.
NOGGINS	90 X 45	F5	1200		
BRACING	PRYDA SPEED	BRACE & SHEET	BRACING AS PER AS1684		
CEILING JOISTS	90 X 35	F5	450		
BULKHEAD FRAMING	90 X 45	F5			
NOTE ALL TIMBER FRAMING TO BE IN ACCORDANCE WITH AS1684 AND THE ABOVE. PLEASE REFER TO STRUCTURAL ENGINEERING SPECIFICATIONS.					

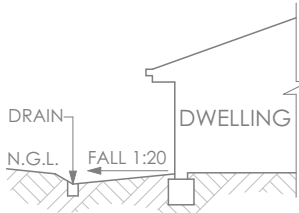


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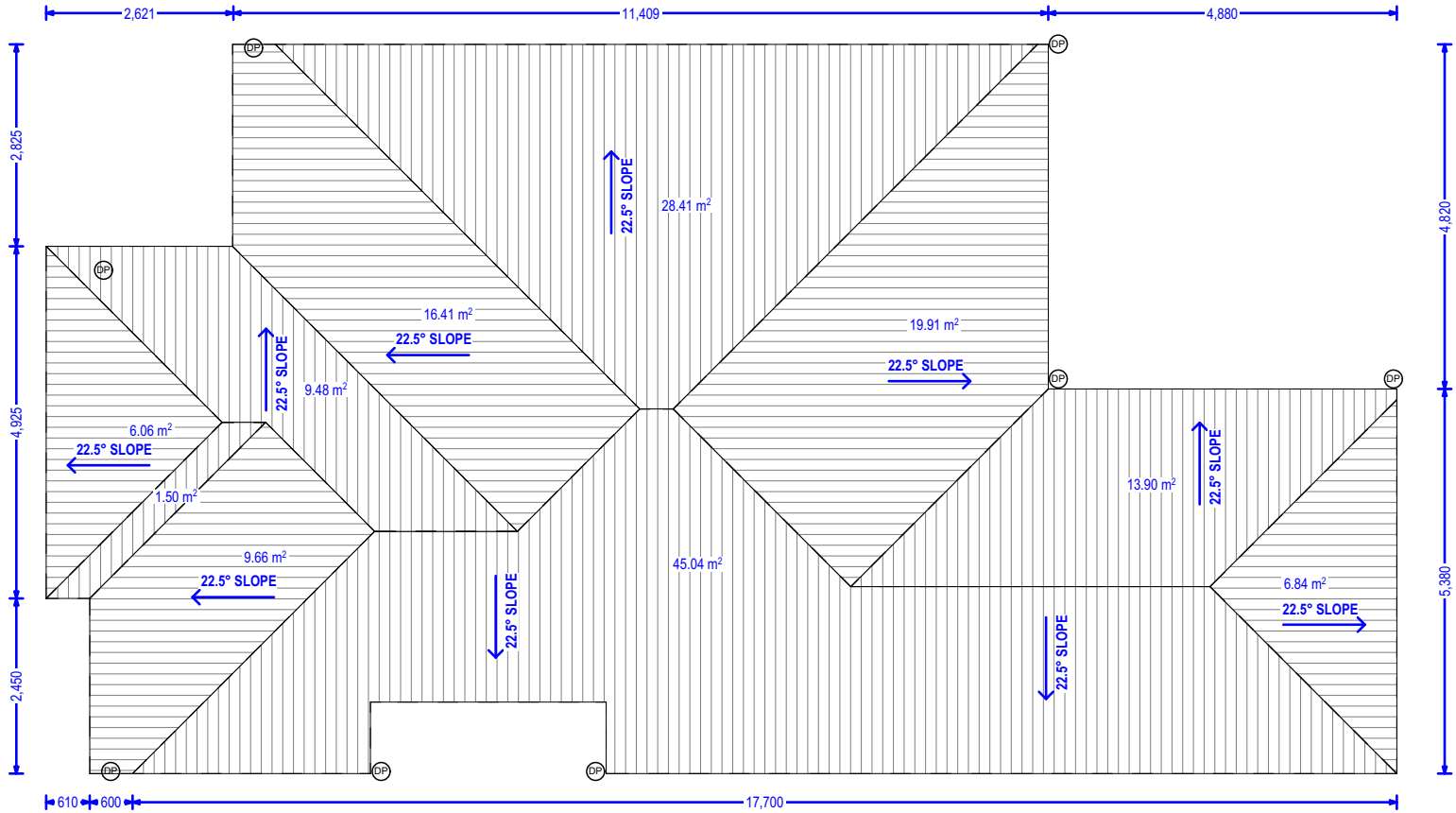
DRAINAGE NOTES:

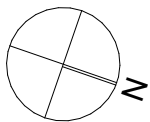
A - ALL SURFACE DRAINAGE WORKS SHALL BE INSTALLED IN ACCORDANCE WITH THE ENGINEERS DESIGN DETAIL FOR THE SELECTED FOOTING SYSTEM AND SOIL CLASSIFICATION AND IN ACCORDANCE WITH CLAUSE 5.6.3 DRAINAGE REQUIREMENTS OF AS2870 - 2011, WHEREIN FOR BUILDINGS ON MODERATELY, HIGHLY AND REACTIVE SITES: SURFACE DRAINAGE SHALL BE CONTROLLED THROUGHOUT CONSTRUCTION AND BE COMPLETED BY THE FINISH OF CONSTRUCTION. THE BASE OF TRENCHES SHALL SLOPE AWAY FROM THE BUILDING. WHERE PIPES PASS UNDER THE FOOTING SYSTEMS, CLAY PLUGS ARE ADOPTED TO PREVENT THE INGRESS OF WATER.

B - FOR BUILDINGS ON HIGHLY REACTIVE SITES, THE PLUMBER / DRAINER SHALL PROVIDE DRAINAGE ARTICULATION TO ALL STORMWATER, SANITARY PLUMBING DRAINS AND DISCHARGE PIPES IN ACCORDANCE WITH CLAUSE 5.6.4 PLUMBING REQUIREMENTS, WHEREIN FLEXIBLE JOINTS IMMEDIATELY OUTSIDE THE FOOTING AND COMMENCING WITHIN 1M OF THE BUILDING PERIMETER ARE REQUIRED TO ACCOMMODATE THE REQUIRED DIFFERENTIAL MOVEMENT BASED ON THE SOIL CLASSIFICATION.

C - SURFACE WATER MUST BE DIVERTED AWAY FROM THE DWELLING AND GRADED AWAY FROM ALL FOUNDATIONS TO GIVE A SLOPE OF NOT LESS THAN 50MM OVER THE FIRST 1000MM FROM THE DWELLING.

D - SUBSURFACE DRAINS TO REMOVE GROUND OR TABLE WATER SHALL BE DETAILED BY THE DESIGN ENGINEER. FURTHERMORE, DAMP-PROOFING MEMBRANE IN ACCORDANCE WITH 5.3.3 SHALL BE INSTALLED FOR GROUNDWATER OR AGGRESSIVE SOILS.





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TERMITE PROTECTION:

TERMITE BARRIER SYSTEMS INSTALLED TO BE IN ACCORDANCE
WITH AS3660.1- 2014

THRESHOLD:

THRESHOLD AROUND DOORWAY NOT TO EXCEED 230mm
ABOVE THE ADJOINING SURFACE UNLESS INCORPORATE
STEPS HAVING A RISER AND GOING DIMENSION IN
ACCORDANCE WITH CLAUSE 3.9.1.2 OF THE NCC

GENERAL NOTES:

THE BUILDER SHALL CHECK ALL DIMENSIONS AND LEVELS ON
SITE PRIOR TO CONSTRUCTION. NOTIFY ANY ERRORS,
DISCREPANCIES OR OMISSIONS TO THE ARCHITECT.
DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION
PURPOSES UNTIL BUILDING PERMIT HAS BEEN ISSUED. DO NOT
SCALE DRAWINGS. ALL BOUNDARIES AND CONTOURS
SUBJECT TO SURVEY.

WALL ON BOUNDARY:

WALLS BUILT WITHIN 900mm OF THE BOUNDARY/PARTY WALLS
MUST HAVE AN FRL OF NOT LESS THAN 60-60-60 WHEN TESTED
FROM THE OUTSIDE IN ACCORDANCE WITH BCA 3.7.1.5 WITH
BRICKWORK EXTENDING TO THE UNDERSIDE OF A NON-
COMBUSTIBLE ROOF COVERING REFER FIGURE 3.7.1.3 (b)

BUILD ON BOUNDARY NOTE:

ROOF AND GUTTER ON THE BOUNDARY TO BE WITHIN THE
SUBJECT PROPERTY. NO PART OF THE DWELLING TO
ENCROACH THE BOUNDARY LINE.

WARNING

BEWARE OF UNDERGROUND SERVICES

THE BUILDER IS TO DETERMINE EXACT LOCATIONS OF EXISTING
UNDERGROUND SERVICES BEFORE COMMENCING
CONSTRUCTION ON SITE.

DIMENSION NOTE:

PROPOSED DEVELOPMENT TO BE TAKEN FROM THE LESSER
AREA WHERE THERE IS A DIFFERENCE BETWEEN THE TITLE
BOUNDARY AND THE FENCE

NOTE:

WET AREAS TO BE WATERPROOFED IN ACCORDANCE
WITH PART 3.8.1. OF THE NCC.

REMOVABLE HINGE:

DOORS OPENING WITHIN 1200mm OF A WC PAN
MUST BE PROVIDED WITH EASILY REMOVABLE OR LIFT-
OFF HINGES IN STRICT ACCORDANCE WITH THE BCA.

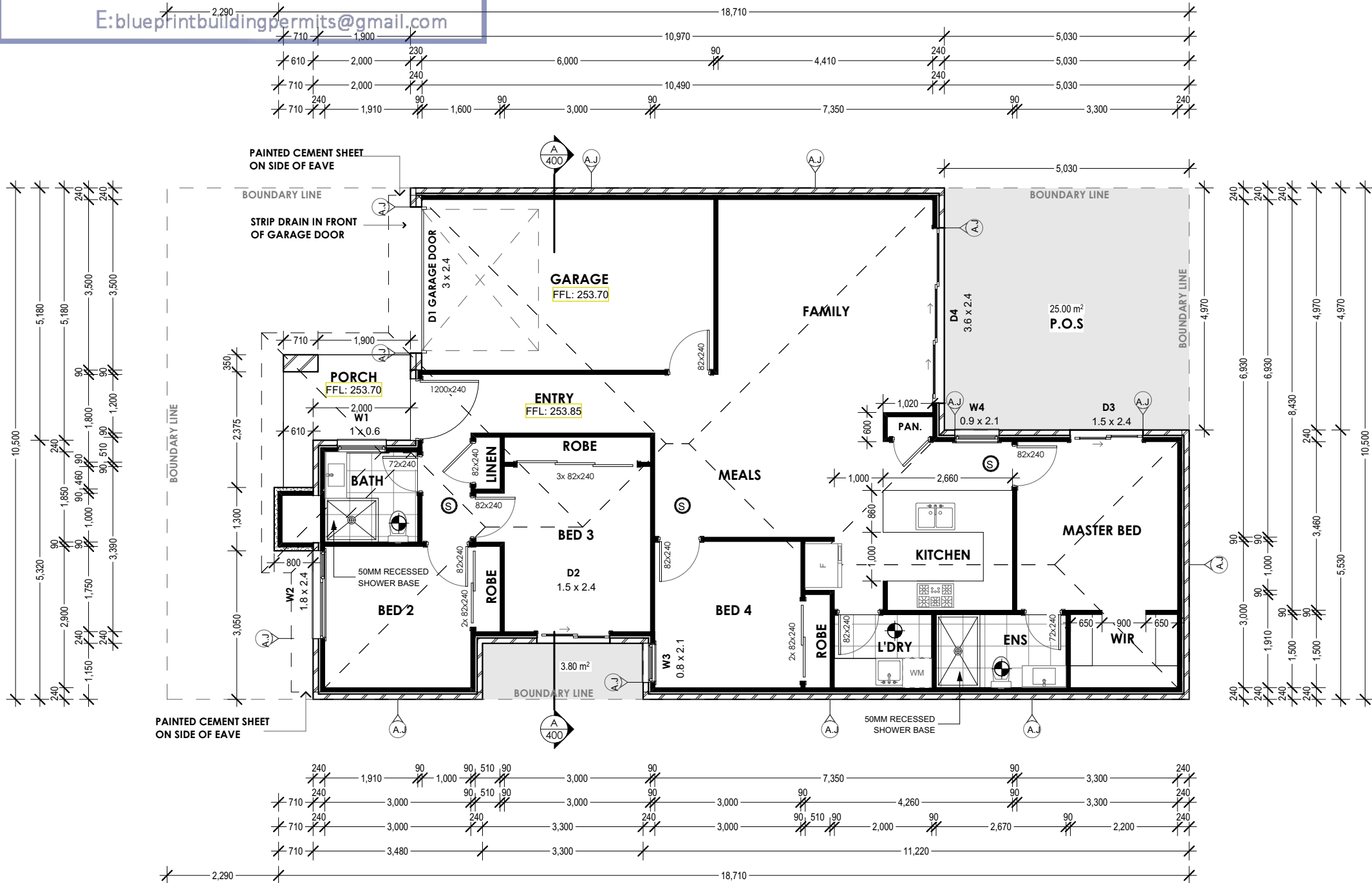
ENERGY RATING:

REFER TO ENERGY RATING REPORT.
NOTE:
THE REQUIREMENT FOR ALL NEW DWELLINGS IS TO BE A 6 STAR
ENERGY RATING.

NOTE:

PROVIDE MECHANICAL VENTILATION TO A.S.
1668.2 AND 3666.1 TO BE LINKED TO RELATIVE LIGHT
SWITCH AND DUCTED TO EXTERNAL AIR (WITH SELF
CLOSING LOUVERS) NCC.

SELECTED BRK 86 RAI OR EQUALLY
APPROVED CEILING MOUNTED LOCAL
SMOKE ALARMS TO BE CONNECTED TO
CONSUMER POWER MAINS AND TO A
BUILDING OCCUPANT WARNING SYSTEM IN
ACCORDANCE WITH AS3786. SMOKE
ALARMS TO BE INTER-CONNECTED.



SITE ADDRESS

LOT 40346 JACKSONIA
DRIVE, MICKLEHAM

PROPOSAL FOR

SINGLE STOREY DWELLING

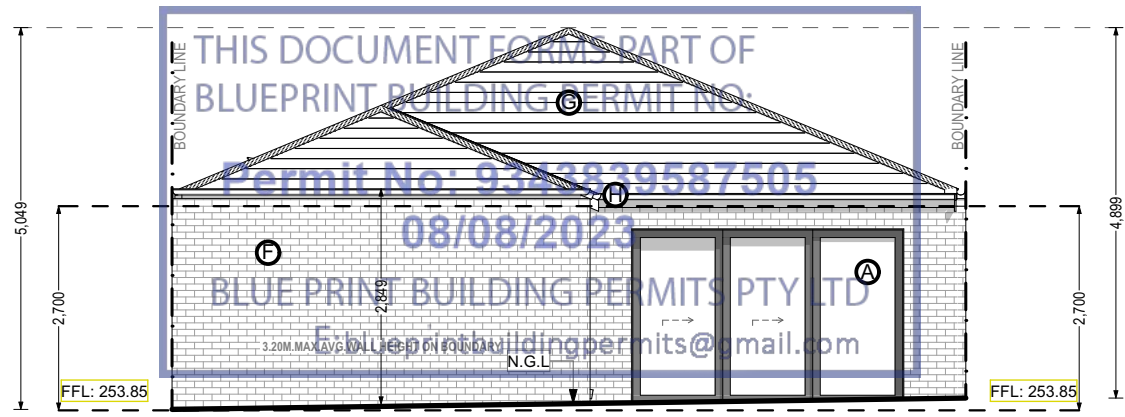
DRAWING NO.

A200

25/04/2023
1:100 @ A3 SHEET

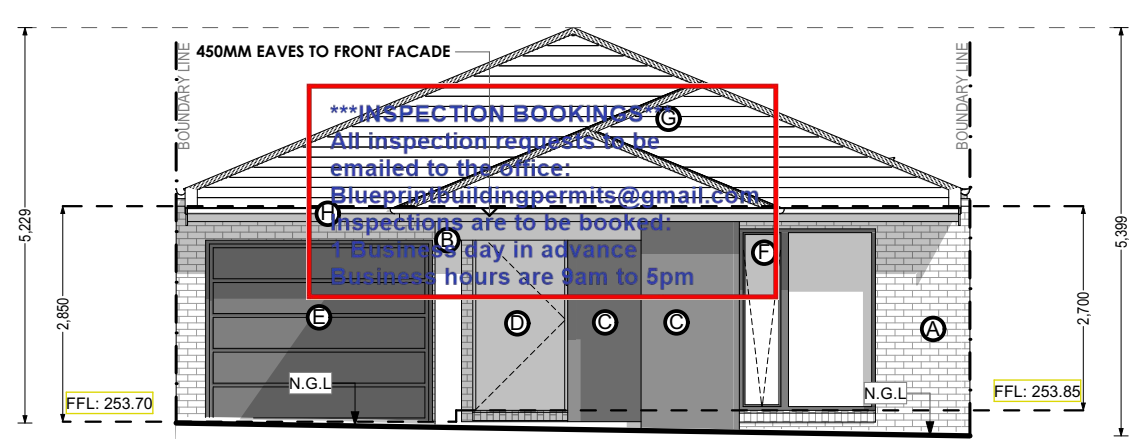
GROUND FLOOR PLAN

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ACCORDANCE WITH THE CURRENT BUILDING CODE OF AUSTRALIA, LOCAL COUNCIL BY-LAWS & REGULATIONS. CONTRACTORS MUST SET OUT ALL WORK AND VERIFY ALL CONDITIONS, LEVELS AND DIMENSIONS ON SITE PRIOR TO COMMENCEMENT OF ANY WORK OR ORDERING OF MATERIALS.



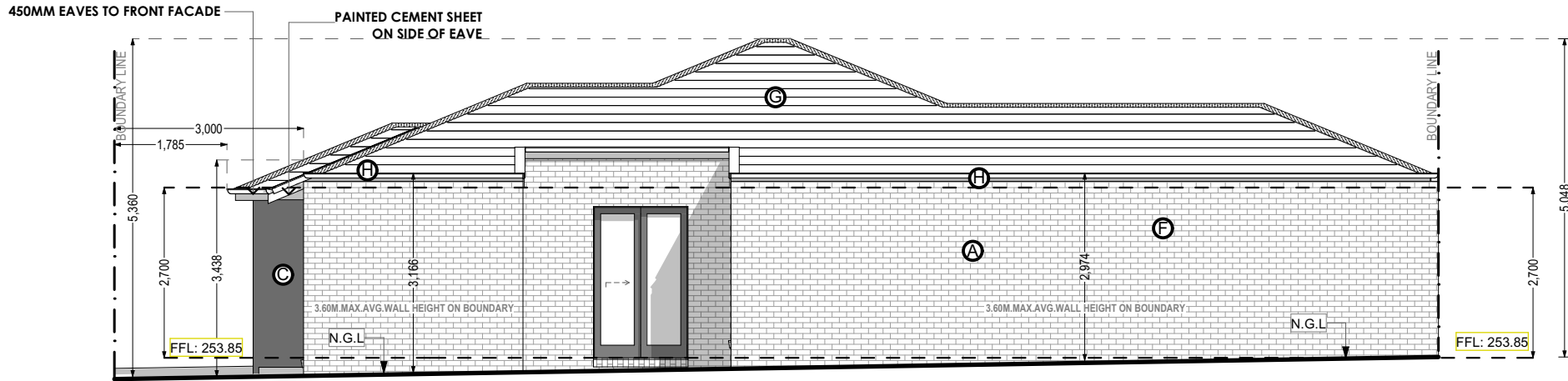
NORTH ELEVATION

1:100



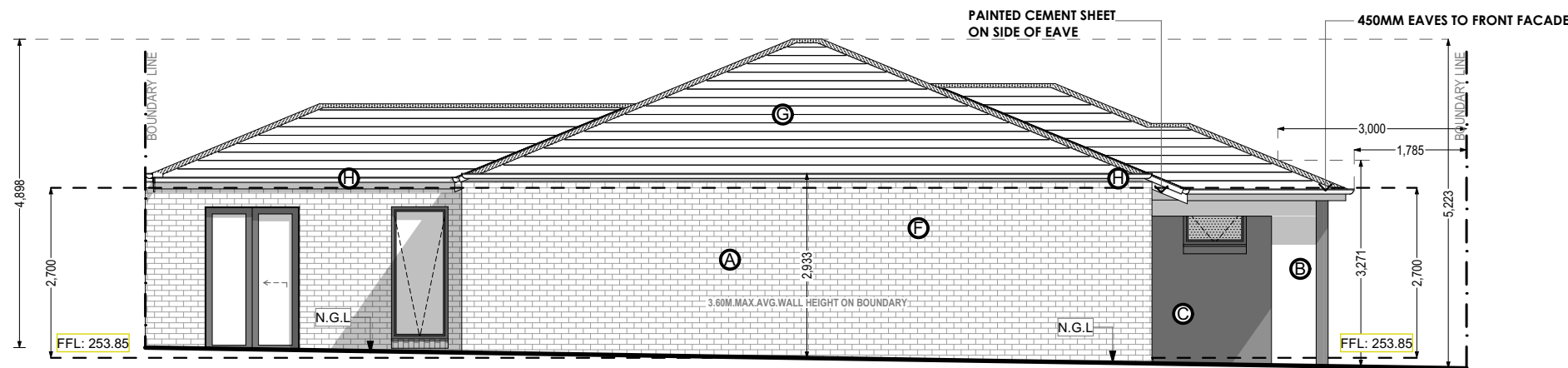
SOUTH ELEVATION

1:100



EAST ELEVATION

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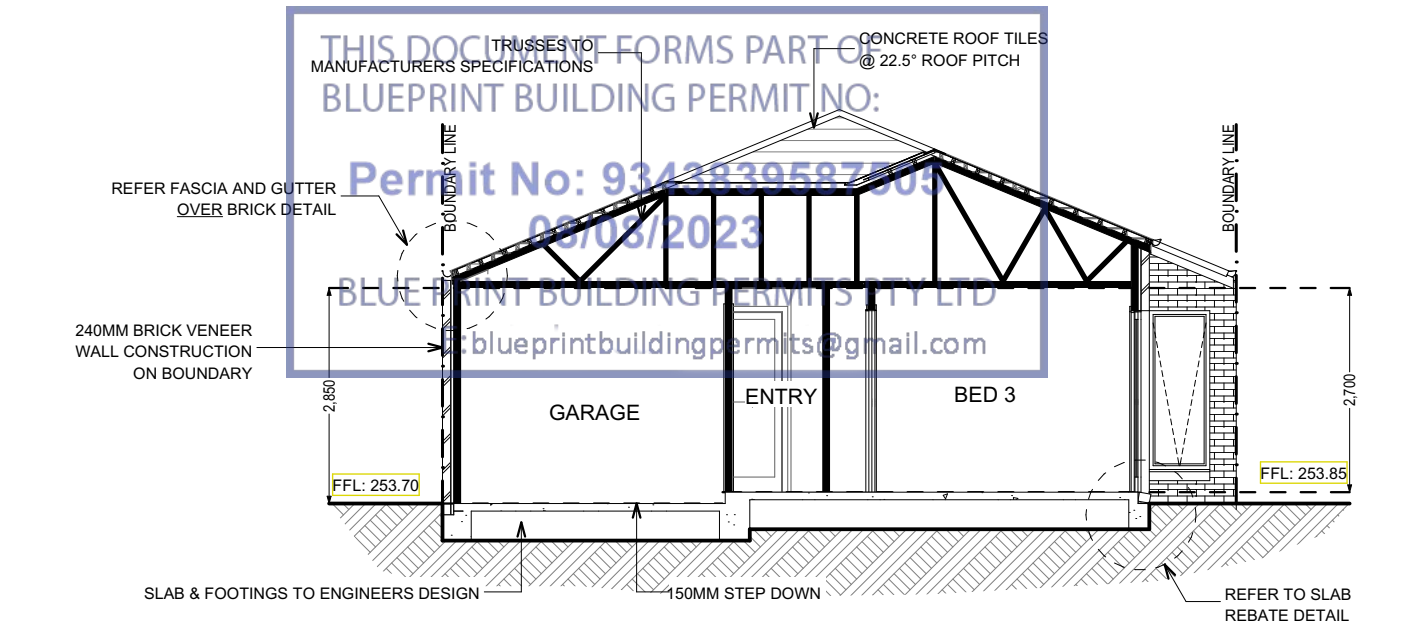


WEST ELEVATION

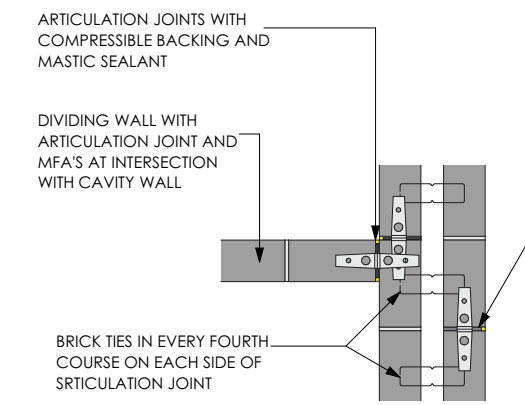
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MATERIALS SCHEDULE

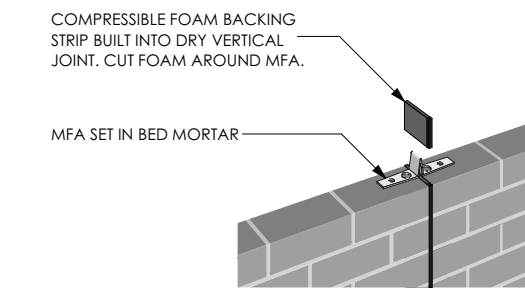
DESCRIPTION	COLOUR SAMPLE
A BRICK WORK - 'TAWNY HERITAGE' BY SELKIRK OR SIMILAR	
B MAIN RENDER FINISH - 'SURFMIST' FINISH BY COLORBOND OR SIMILAR	
C FEATURE RENDER FINISH - 'MONUMENT' FINISH BY COLORBOND OR SIMILAR	
D ENTRY DOOR - 'NATURAL STAIN' TIMBER DOOR WITH GLASS INFILL BY CORNITHIAN DOORS	
E GARAGE PANEL LIFT DOOR - 'MONUMENT' FINISH	
F ALUMINIUM FRAMED WINDOW & DOORS - 'MONUMENT' FINISH BY COLORBOND OR SIMILAR	
G 22.5° CONCRETE ROOF TILES - 'CHARCOAL' FINISH BY BORAL OR SIMILAR	
H FASCIA & GUTTER - 'MONUMENT' FINISH BY COLORBOND OR SIMILAR	
I CONCRETE AGGREGATE - 'CHARCOAL' FINISH OR SIMILAR	
J DOWNPIPES - 'JASPER' FINISH BY COLORBOND OR SIMILAR	



SECTION A-A 1:100

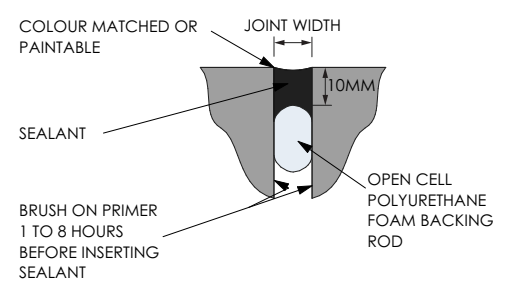


ARTICULATION JOINT - PLAN VIEW
Where it is not possible to provide ties to the other leaf on either side of an articulation joint, it is necessary to provide a structural connection across the joint. This is made with masonry flexible anchors (MFAs) mortared into bed joints of brick masonry.

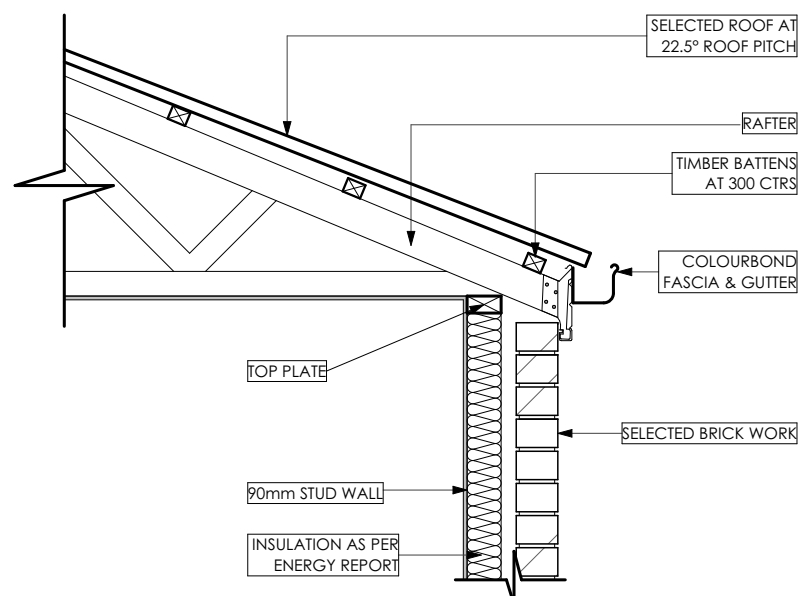


ARTICULATION JOINT CONSTRUCTION
Where MFAs are used in walls over 3m high or exposed to high winds, they must be built into the masonry at half-height then at every seventh course (600mm) above. Articulation joints can usually be placed so that they function also as control joints/gaps.

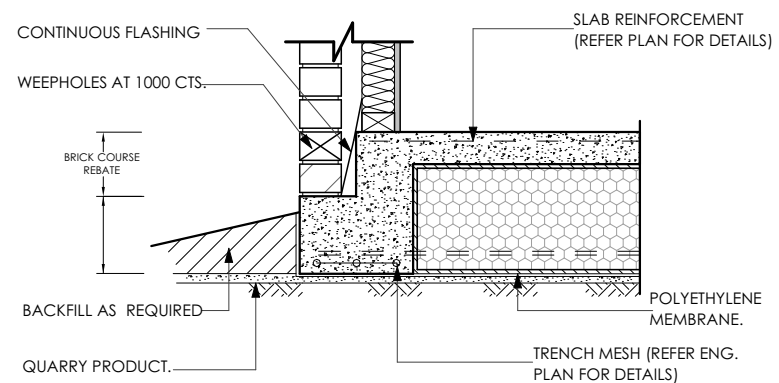
ARTICULATION JOINT DETAIL



CONTROL JOINT

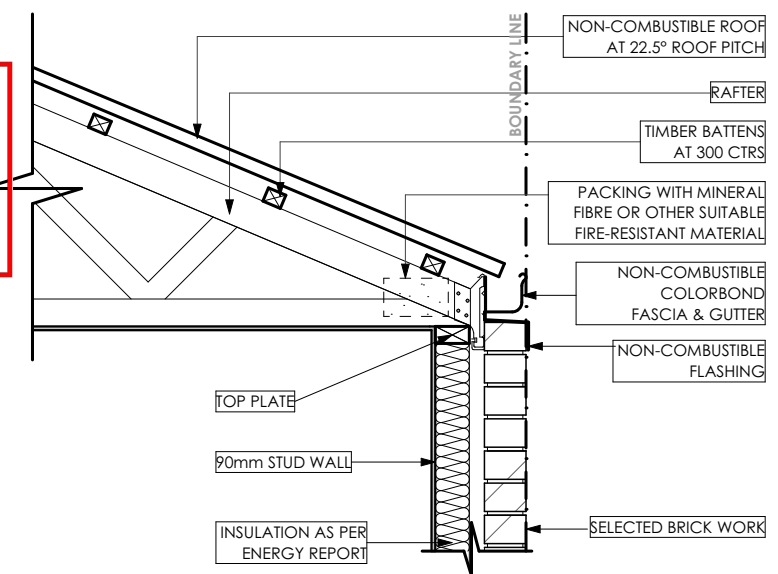


GUTTER & FASCIA DETAIL(TYP) SCALE 1:20



EDGE BEAM DETAIL(TYP) SCALE 1:20

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GUTTER DETAIL(TYP) SCALE 1:20



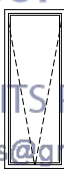
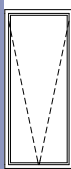
- a) Gutters must be installed with a fall of not less than-
(i) 1:500 for eaves gutters, unless fixed to metal fascias; and
(ii) 1:100 for box gutters.
(b) Eaves gutters must be-
(i) supported by brackets securely fixed at stop ends and at not more than 1.2 m centres; and
(ii) be capable of removing the overflow volume specified in Table 3.5.2.3.
(c) Overflow measures in accordance with Table 3.5.2.4 are deemed to be capable of removing the overflow volume specified in that Table.
(d) Valley gutters on a roof with a pitch-
(i) more than 12.5 degrees - must have width of not less than 400 mm and be wide enough to allow the roof covering to overhang not less than 150 mm each side of the gutter; or
(ii) not more than

Table 3.5.2.2 GUTTER AND DOWNPIPE SELECTION— continued

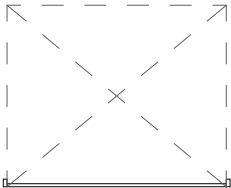


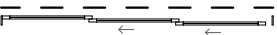
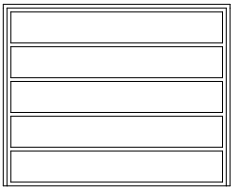
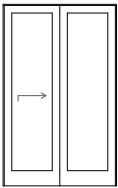
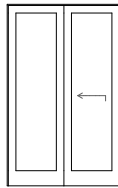
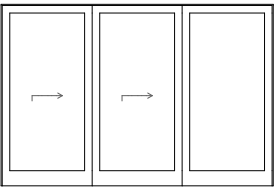
Table a. Gutter sizes for various rainfall intensities and roof catchment areas per downpipe					
Design Rainfall Intensity (mm/h) (as per Table 3.5.2.1)	Roof Catchment Area per Downpipe — m ²				
	30	40	50	60	70
	Size of gutter required to drain roof catchment area into one (1) downpipe (A, B, C, D, E and F defined in Table b.)				
255	A or C	A or D	B or E	E	F
275	A or C	A or D	B or E	F	F
325	A or C	B or E	F	F	F
425	A or C	E	F	F	F

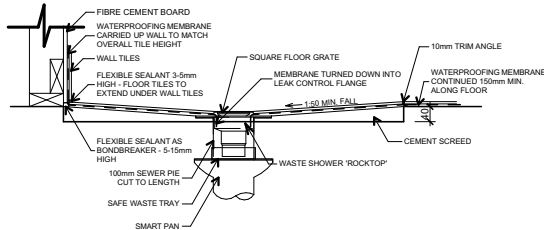
Table b. Gutter sizes for various rainfall intensities		
Gutter Type (as per Table a.)	Gutter description	Minimum Cross Sectional Area mm ²
A	Medium rectangular gutter	6500
B	Large rectangular gutter	7900
C	115 mm D gutter	5200
D	125 mm D gutter	6300
E	150 mm D gutter	9000
F	Gutter must be designed in accordance with AS/NZS 3500.3 or Section 5 of AS/NZS 3500.5	

Table c. Downpipe selection					
Downpipe Section	Gutter Sections — (as per Table b.)				
	A	B	C	D	E
75 mm dia.	Yes	Yes	Yes	Yes	No
100 mm × 50 mm	Yes	Yes	Yes	Yes	Yes
90 mm dia.	Yes	Yes	Yes	Yes	Yes
100 mm × 75 mm	Yes	Yes	Yes	Yes	Yes
Legend: Yes—downpipe is suitable for the eaves gutter selection; and No—downpipe is not suitable for the eaves gutter selection.					

WINDOWS SCHEDULE				
ID	W1	W2	W3	W4
HEIGHT	600	2,400	2,100	2,100
WIDTH	1,000	1,800	800	900
EXTERNAL VIEW				
COMMENTS				

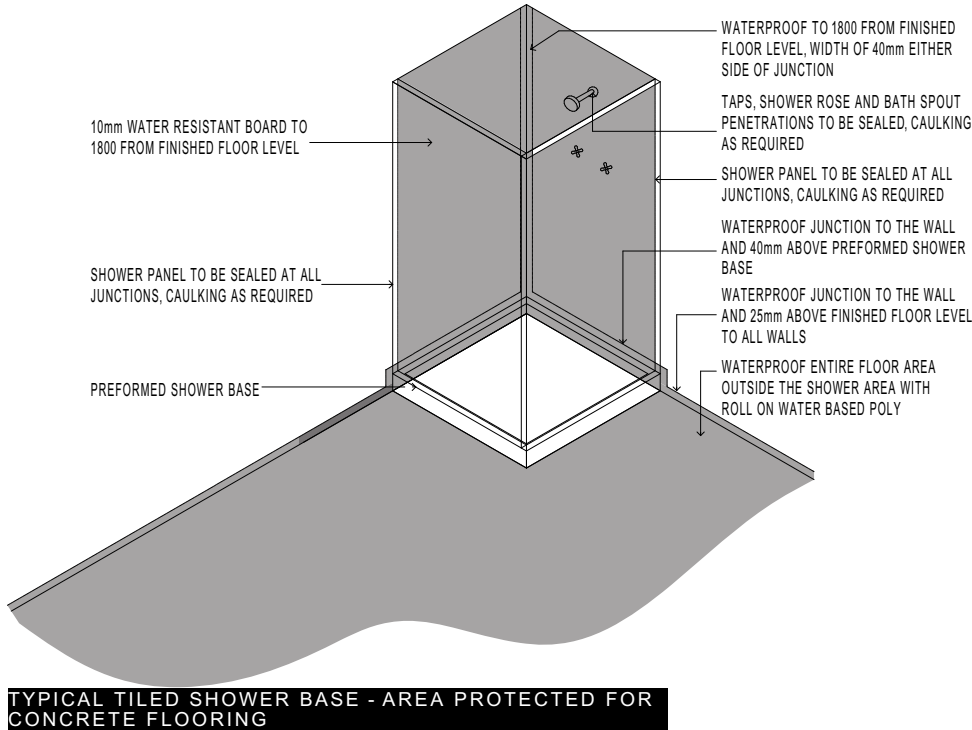
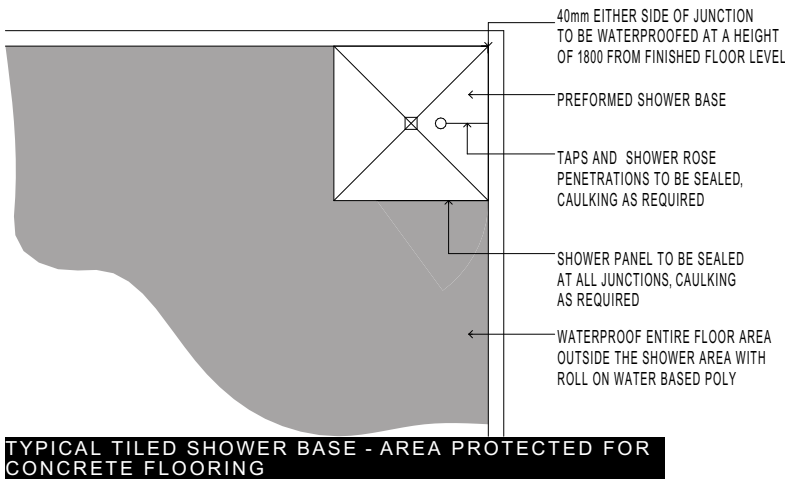
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DOORS SCHEDULE				
ID	D1 GARAGE DOOR	D2	D3	D4
HEIGHT	2,400	2,400	2,400	2,400
WIDTH	3,000	1,500	1,500	3,600
PLAN VIEW				
EXTERNAL VIEW				



WET AREA DETAIL(TYP) SCALE 1:20
WHERE AN OPEN SHOWER IS PROVIDED 'IE. FRAMELESS/ SEMI FRAMELESS', THE BATHROOM FLOOR IS REQUIRED TO BE GRADED TO THE FLOOR WASTE, WITH GRADE BETWEEN 1:60 - 1:80, WHERE LOCATED WITHIN 1500MM OF THE SHOWER ROSE.

WATERPROOFING TO INTERNAL WET AREAS AND BATHROOMS IS TO BE IN ACCORDANCE WITH AS3740.
WATERPROOFING SYSTEMS TO BE ADOPTED ARE TO BE PROVIDED , INCLUDING WATER STOP TO SHOWER CUBICAL AND THE SHOWER FLOOR TO HAVE A MAX 1:80 GRADE TO THE FLOOR WASTE.



WINDOW NOTES

- BUILDER TO CONFIRM WINDOW SIZES WITH WINDOW MANUFACTURER PRIOR TO ORDERING & INSTALLATION.
- WINDOW SCHEDULE TO BE READ IN CONJUNCTION WITH ELEVATIONS & ENERGY RATING REPORT. DO NOT SCALE WINDOWS OFF THE DRAWINGS, REFER TO WINDOW & DOOR SCHEDULE.
- ALL GLAZING SHALL BE CARRIED OUT IN ACCORDANCE WITH AS 1288 - 2006 GLASS INSTALLATION CODE & THE B.C.A.
- WHERE BRICKWORK EXTENDS OVER OPENING PROVIDE WEEPHOLES AT 960mm MAX. CTRS. WITH CONTINUOUS FLASHING (TYPICAL).
- ALL LINTELS ARE TO BE INSTALLED IN ACC. WITH AS. 1684.
- SIZES MAY VARY FROM MANUFACTURER'S STANDARDS.
- EXTERNAL GLAZING TO BE IN ACCORDANCE WITH A.S 2047-1999.
- REVEAL SIZE WILL VARY ACCORDING TO CLADDING TYPE & THICKNESS.
- PROVIDE VISUAL DECORATION AT MID-HEIGHT TO FULL-HEIGHT WINDOWS & DOORS AS PER A.S 1288.
- ALL WINDOWS MUST BE PROTECTED BY A DEVICE TO RESTRICT THE WINDOW OPENING TO NOT PERMIT A 125mm SPHERE TO PASS THROUGH THE WINDOW OPENING & MUST RESIST AN OUTWARD HORIZONTAL ACTION OF 250N AGAINST THE WINDOW RESTRAINED DEVICE.
- IF A DEVICE TO RESIST THE WINOW OPENING IS USED WITH A CHILD RESTRAINT RELEASE MECHANISM TO ENABLE THE DEVICE TO BE REMOVED/ UNLOCKED OR OVER RIDDEN THE HEIGHT OF THE OPENING MUST BE NOT LESS THEN 865MM ABOVE FFL.

THIS DOCUMENT FORMS PART OF
BLUEPRINT BUILDING PERMIT NO:

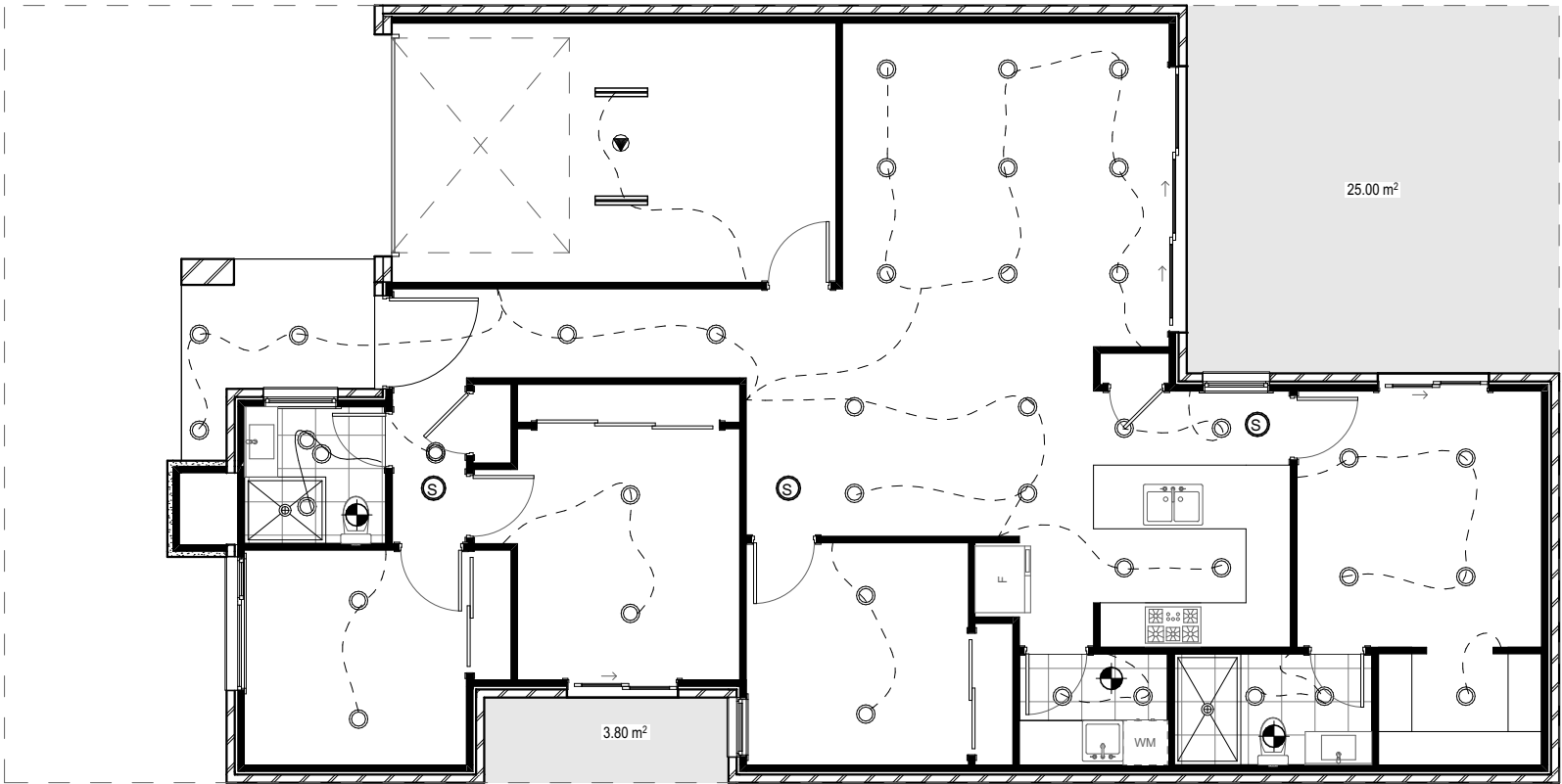
Permit No: 9343839587505
08/08/2023

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LIGHTING LOADS		
ROOM NAME	ROOM AREA	MAXIMUM ALLOWED LOAD
GROUND	12.40 m2 x 5W/m2	632.00 WATTS
GARAGE	21.34 m2 x 3W/m2	70.02 WATTS
PORCH	8.89 m2 x 4W/m2	31.56 WATTS

LEGEND	
	- GAS METER
	- METER BOX
	- HOT WATER SYSTEM
	- 90mm DOWNLIGHT
	- PENDANT LIGHT AS PER OWNERS SELECT.
	- WALL MOUNTED FLOODLIGHT
	- SINGLE POWERPOINT 300mm HIGH
	- DOUBLE POWERPOINT 300mm HIGH
	- SINGLE POWERPOINT 1100mm HIGH
	- DOUBLE POWERPOINT 1100mm HIGH
	- DOUBLE FLUORESCENT LIGHT
	- GARAGE DOOR REMOTE GPO
	- SMOKE DETECTOR (HARD WIRED)
	- EXHAUST FAN
	- DOUBLE EXTERNAL GPO
	- THERMOSTAT 1500mm HIGH
	- TELEPHONE POINT
	- TV POINT
	- MANHOLE LOCATION
	- WATER TAP
	- DUCTED HEATING VENT
	- EVAP. DUCTED COOLING VENT
	- ETHERNET DATA POINT



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 consumer.vic.gov.au/duediligencechecklist.

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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