

Contract of Sale of Real Estate

Vendor:

KHAM MANH CHAI

Property:

84 WHITEHORSE ROAD, BLACKBURN, VICTORIA 3130



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Contract of sale of land

Property:

**84 Whitehorse Road
Blackburn, Victoria 3130**

**Mahons with Yuncken & Yuncken
Level 1, 177 Surrey Road, BLACKBURN, VIC 3130**

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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

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Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:
..... on/...../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)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:
..... on/...../20.....

Print name(s) of person(s) signing: Kham Manh Chai
.....

State nature of authority, if applicable:

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

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Particulars of sale

Vendor's estate agent

Name: O'Brien Real Estate Blackburn

Address: 98 South Parade, BLACKBURN, VIC 3130

Email: blackburn@obrienrealestate.com.au

Tel: 9894 2044 Mob: Fax: Ref: Anthony Molinaro

Vendor

Name: Kham Manh Chai

Address: 84 Whitehorse Road, BLACKBURN, VIC 3130

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Mahons with Yuncken & Yuncken

Address: Level 1, 177 Surrey Road, BLACKBURN, VIC 3130

Email: info@mahons.com.au

Tel: 8877 6888 Mob: Fax: 8877 6899 Ref: ST:2211463

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 8515 Folio 854	2	LP65176
Volume Folio		

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 84 Whitehorse Road, Blackburn, Victoria 3130

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature, as inspected.

Payment

Price \$

Deposit \$ by ... / / 20 (of which \$ has been paid)

Balance \$ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on / /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; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

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

OR

☐ a residential tenancy for a fixed term ending on / /20.....

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$ Approval date: / /20.....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

See attached.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

Money

14. DEPOSIT

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

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

18.9 The vendor must before settlement:

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

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

19. GST

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

20. LOAN

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

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

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

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

21. BUILDING REPORT

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

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

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

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

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

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

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

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

Special Conditions

1. AUCTION

If the Land is to be sold by Auction, the Land is to be sold subject to the vendor's reserve price and the rules for the conduct of the auction shall be as set out in Schedule 1 of the *Sale of Land (Public Auctions) Regulations 2014* or any rules prescribed by regulation which modify or replace those Rules.

2. RESTRICTIONS AND PLANNING SCHEMES

The Land is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by-law contained in or made pursuant to the provisions of any legislation including but not limited to the *Local Government Act 1989* (Vic), the *Planning and Environment Act 1987* (Vic), and any other town planning acts or schemes. Any such restriction shall not constitute a defect in title or a matter of title or effect the validity of this contract and the purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the vendor in respect of such restriction.

3. NO REPRESENTATIONS

- 3.1 The purchaser acknowledges and declares that he has purchased the Land as a result of his own inspections and inquiries of the Land and all buildings and structures thereon.
- 3.2 The purchaser agrees that he has relied solely on his own searches, enquiries and due diligence in entering into this contract and has not relied upon any:

- (a) representation or warranty of any nature including any marketing materials, displays or concept plans used or provided in marketing material before the Day of Sale; or
- (b) representation or warranty as to the fitness of the Land and all building and structures thereon to be used for any particular purpose or otherwise,

made by or on behalf of the vendor or his consultants or any agents (including the Vendor's Estate Agent) or servants notwithstanding anything to the contrary herein contained or by law otherwise provided or implied.

- 3.3 The purchaser expressly releases the vendor and/or the servants or agents of the vendor from any claims demands in respect of such representation or warranty set out in this Special Condition 3.

4. BUILDINGS, IMPROVEMENTS AND GOODS

- 4.1 The purchaser acknowledges that the Land and the Goods Sold with the Land ("**Goods**") were inspected prior to or on the Day of Sale and the purchaser agrees to accept delivery of the Land and the Goods in their present condition and state of repair and with any defects otherwise existing at the Day of Sale.
- 4.2 The purchaser agrees that the vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements of the Land, any buildings or structures (including any fencing) on the Land or the Goods.
- 4.3 It is further agreed that the purchaser shall not be entitled to make any objection to, or claim any compensation for damages in respect of the state of repair and/or condition of any building or other structures (including any fencing) on the Land or any Goods.
- 4.4 The purchaser acknowledges that any improvements on the Land may be subject to or require compliance with the *Building Act 1993* (Vic), the *Building Regulations 2018* (Vic), the *Local Government Act 1989* (Vic), municipal by-laws, relevant statutes or any other regulation and any non-compliance thereof shall not be deemed to constitute a defect in the vendor's title and, to the maximum extent permitted by law, the purchaser agrees that he shall not:
- (a) claim or seek to claim any compensation or damages whatsoever from the vendor;

- (b) require the vendor to comply with any one of those laws, regulations, by-laws or relevant statutes;
- (c) require to be carried out any final inspections or obtain a Certificate of Occupancy or other similar document;
- (d) require the vendor to fence any pool or spa;
- (e) require the vendor to install any smoke detectors; or
- (f) require the vendor to provide any copy of any guarantee or insurance policy under any building regulation.

4.5 The vendor gives no warranties as to any alterations and/or additions to the structures or buildings on the Land prior to becoming the registered proprietor thereof and the purchaser indemnifies the vendor from any claim made in respect of any such alterations and/or additions.

5. SOLAR PANELS AND SWIMMING POOLS

Solar Panels

- 5.1 The vendor makes no representations or gives any warranties whatsoever with respect to any solar panels installed on the Land (including on any structure on the Land) hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way.
- 5.2 The purchaser acknowledges that any current arrangements between the vendor and any energy supplier shall cease on settlement.

Swimming pools and spas

- 5.3 The purchaser warrants and acknowledges that the purchaser is aware of the requirements of the *Building Regulations 2018* (Vic) in relation to the safety of existing swimming pools.
- 5.4 If a swimming pool or spa exists on the Land hereby sold, then the purchaser acknowledges that such swimming pool or spa may not comply with the *Building Regulations 2018* (Vic) and the purchaser further acknowledges that it shall be the purchaser's sole responsibility to comply at the purchaser's cost with the *Building Regulations 2018* (Vic) insofar as they apply to the relevant swimming pool or spa and that no claims, objections or requisitions on or to the vendor may be raised by the purchaser in this regard.

6. SERVICES

- 6.1 The purchaser acknowledges that consumable services including gas, water, sewerage, telephone, electricity and internet ("**Services**") are 'connected' where such services are provided by a service provider and are connected to the Land and are operating on the Day of Sale.
- 6.2 The vendor may terminate any Services with a service provider prior to settlement. In such circumstances the purchaser is responsible for reconnecting any disconnected Services.
- 6.3 Any fee for connection or reconnection of supply for the Services or the installation of meters for the Services shall be payable by the purchaser. The purchaser should inquire with the appropriate authorities as to the availability (and cost) of providing any Services not connected to the Land.

7. FOREIGN INVESTMENTS REVIEW BOARD (FIRB) APPROVAL

- 7.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not require the purchaser to obtain consent of the Foreign Investments Review Board ("**FIRB**") to enter into this contract.

7.2 If there is a breach of the warranty contained in Special Condition 7.1 by the purchaser (whether intentional or not), the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach.

7.3 Any warranty or indemnity provided by the purchaser in this Special Condition 7 does not merge on settlement of this contract.

8. FRACTIONAL INTEREST

8.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure that this contract correctly records at the day of sale the proportions in which the purchasers are purchasing the property ("**Proportions**").

8.2 If the Proportions recorded in the transfer of land document 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.

8.3 The purchasers fully indemnify the vendor, the vendor's estate agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the Proportions in the transfer of land document differing from those in this contract.

8.4 This Special Condition 8 will not merge on settlement.

9. NO MERGER

The conditions of this contract do not merge on settlement. Each condition will continue in force for as long as necessary to give effect to it.

10. COUNTERPARTS

10.1 This contract may be signed in any number of counterparts which together will constitute the one document.

10.2 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.

10.3 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.

11. VARIATIONS TO GENERAL CONDITIONS

11.1 Without limiting the specific provisions of any other Special Condition in this contract, the General Conditions are amended as follows:

(a) General Condition 3 is replaced with the following:

"3. GUARANTEE

If the purchaser under this contract is or includes a proprietary limited company, the purchaser shall within 7 days of the day of sale procure the execution of the guarantee (in the form annexed hereto) by each of the directors of such proprietary limited company. The failure by any person required under this General Condition 3 to execute a guarantee within the time stipulated in this General Condition 3 shall entitle the vendor to rescind this contract forthwith by written notice to the purchaser."

- (b) General Condition 4 is replaced with the following:

“4. NOMINEE

- 4.1 *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.*
- 4.2 *If the purchaser wishes to nominate a substitute or additional person, it must deliver to the Vendor’s Legal Practitioner:*
- (a) *a Nomination Form executed by the nominee and the purchaser;*
 - (b) *if the nominee is a proprietary limited company to which general condition 3 applies, a guarantee and indemnity signed by each director of the nominee (in the form annexed to this contract but including changes necessary by reason of the nomination) which shall include:*
 - (i) *the following substituted as paragraph A of the Recitals: “At the request of the Guarantor, the purchaser(Purchaser) has nominated.....(Nominee Purchaser) as a substituted or additional purchaser under the Contract of Sale (Contract) dated..... for the sale of the property situate at.....as described in the Contract”;*
 - (ii) *the following substituted as paragraph B of the Recitals: “The vendor(Vendor) accepts that nomination in consideration of this guarantee and indemnity being provided by the Guarantor”;*
 - (iii) *the reference to “Purchaser” within the Operative Provisions of the Guarantee and Indemnity shall be read and construed as being a reference to the “Nominee Purchaser”.*
 - (c) *a statement signed by the purchaser and the Nominee Purchaser that the Nominee Purchaser is not obliged by the Foreign Acquisitions and Takeovers Act 1975 (Cth) to furnish notice to the Treasurer of its intention to acquire an interest in the Property; and*
 - (d) *a cheque payable to the Vendor’s Legal Practitioner for \$350.00 (plus GST) being their costs for administration and advising the Vendor on compliance with this general condition 4.”*

- (c) General Condition 28.3 is replaced with the following:

“28.3 *The purchaser may enter the property at reasonable times and following prior written notice to the vendors to comply with that responsibility where action is required before settlement. The purchaser must use its reasonable endeavours not to disrupt the use and occupation of the property by the vendor and indemnifies the vendor for any loss or damage suffered by the vendor as a consequence of the purchaser exercising its rights under this general condition.”*

- (d) General Conditions 31.4 to 31.6 (inclusive) are deleted and do not apply to this contract.

- (e) General Condition 32 is replaced with the following:

“32. BREACH

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

- (a) *compensation for any reasonably foreseeable loss to the other party resulting from the breach; and*
 - (b) *any interest due under this contract as a result of the breach.*
- 32.2 *The purchaser acknowledges that the following items constitute “a reasonably foreseeable loss” for the purposes of General Condition 32.1(a):*
- (a) *expenses including interest payable by the vendor under any existing loan secured over the property or other property of the vendor calculated from the settlement date;*
 - (b) *the vendor’s legal costs and expenses as between solicitor and client incurred due to the breach including the cost of issuing any default notice agreed at \$660.00 inclusive of GST for each notice;*
 - (c) *any commission or other expenses (including any advertising expenses) claimed or incurred by the vendor’s estate agent or any other person relating to the sale of the property;*
 - (d) *any fee incurred by the vendor in rebooking settlement;*
 - (e) *all costs associated with obtaining bridging finance to complete the vendors purchase of another property and interest charged on such bridging finance; and*
 - (f) *penalties, interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor’s purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property; and*
 - (g) *penalties and other expenses payable by the vendor or due to any delay in completion of the purchase of another property including accommodation or storage and removal expenses necessarily incurred by the vendor.*
- 32.3 *The exercise of the vendor’s rights under this General Condition 32 shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise.”*
- (f) General condition 35 is amended by including a new clause 35.6 as follows:
- “35.6 *Unless the price includes any GST, the reference to “the price” in this general condition 35 refers to the price plus any GST payable on the price.”*

Deed of Guarantee & Indemnity

Date:.....

Parties:

Name:

Address:

Name:

Address:.....

(Guarantor)

Recitals:

- A. The Guarantor has agreed to give the guarantee and to grant the undertakings contained in this Deed in favour of Kham Manh Chai (Vendor) in relation to the obligations of(Purchaser) under the Contract of Sale (Contract) for the sale of the property as described in the Contract.
- B. The Guarantor agrees that the Guarantor has received consideration for entering into this Deed including, among other things, the mutual promises contained in this Deed.

Operative Provisions:

1. The Guarantor guarantees to the Vendor prompt performance of all of the obligations of the Purchaser contained or implied in the Contract.
2. If the obligation of the Purchaser is to pay money, the Vendor may if the Purchaser has not paid the money when due immediately recover the money from the Guarantor as a liquidated debt without first commencing proceedings or enforcing any other right against the Purchaser or any other person.
3. Indemnity
 - (a) The Guarantor indemnifies the Vendor against any cost (including legal fees and disbursements on a full indemnity basis and any Counsel or consultant's fees and expenses at the rate charged to the Vendor), liability, loss, fine, penalty, suit, claim or damage that the Vendor may suffer because of:
 - (i) a failure by the Purchaser to pay any money to the Vendor under this Contract; or
 - (ii) the Vendor having no legal right to recover any money from the Purchaser under this Contract; or
 - (iii) any money payable by the Purchaser to the Vendor under the Contract not otherwise being payable.
 - (b) The indemnity in this clause:
 - (i) is in addition to and separate from the guarantee in the preceding Special Condition; and
 - (ii) is a principal obligation and is independent of the Purchaser's obligations to the Vendor.
 - (c) The Guarantor must pay the Vendor the amount owing under the indemnity in this clause on demand by the Vendor.

4. This Deed is a continuing security, and is not discharged or prejudicially affected by any settlement of accounts, but remains in full force until a final release is given by the Vendor.
5. The Guarantor's liability under this Deed is not affected by:
 - (a) the granting of time, forbearance or other concession by the Vendor to the Purchaser or any Guarantor;
 - (b) any delay or failure by the Vendor to take action against the Purchaser or any Guarantor;
 - (c) an absolute or partial release of the Purchaser or any Guarantor or a compromise with the Purchaser or any Guarantor;
 - (d) a variation, novation, renewal or assignment of this Contract by the Vendor, whether or not this increases the liability of the Purchaser;
 - (e) the termination of this Contract;
 - (f) the fact that this Contract is wholly or partially void, voidable or unenforceable;
 - (g) the non-execution of this Contract by the Vendor or one or more of the persons named as Guarantor or the unenforceability of the guarantee or indemnity against one or more of the Guarantors;
 - (h) the exercise or purported exercise by the Vendor of its rights under this Contract;
 - (i) a problem that means:
 - (i) the Vendor has no legal right to recover any money from the Purchaser;
 - (ii) the Purchaser does not owe any money that otherwise would be payable under this Contract;
 - (iii) the Vendor knew of the problem, or should have known; or
 - (iv) the Purchaser could never have been required to pay the Vendor the amount or amounts payable pursuant to this Contract; or
 - (j) the nomination by the Purchaser of a nominee or substitute purchaser under this Contract.
6. The Guarantor's liability is not discharged by a payment to the Vendor, which is later avoided by law. If that happens, the Vendor, the Purchaser and the Guarantor will be restored to their respective rights and obligations as if the payment had not been made.
7. If a liquidator or trustee in bankruptcy disclaims this Contract, the Guarantor indemnifies the Vendor against all resulting loss.
8. Until the Vendor has received all money payable to it by the Purchaser:
 - (a) the Guarantor must not prove or claim in any liquidation, bankruptcy, composition, arrangement or assignment for the benefit of creditors of the Purchaser; and
 - (b) the Guarantor must hold any claim it has and any dividend it receives on trust for the Vendor.
9. Until the Guarantor's liability under this Deed is discharged the Guarantor may not, without the consent of the Vendor:
 - (a) claim the benefit or seek the transfer (in whole or in part) of any other guarantee, indemnity or security held or taken by the Vendor;
 - (b) make a claim or enforce a right against the Purchaser or any other guarantor or against the estate or any of the property of any of them (except for the benefit of the Vendor); or
 - (c) raise a set-off or counterclaim available to it or the Purchaser against the Vendor in reduction of its liability under this Deed.
10. Costs and expenses
 - (a) Reimbursement on demand

The Guarantor agrees to pay or reimburse the Vendor on demand for:

- (i) its costs, charges and expenses of making, enforcing and doing anything in connection with this Deed, including all costs actually payable by the Vendor to its legal representatives (whether under a costs agreement or otherwise); and
- (ii) all taxes (except income tax) which are payable in connection with this Contract or any payment, receipt or other transaction contemplated by it.

(b) Application of money

Money paid to the Vendor by the Guarantor must be applied first against payment of costs, charges and expenses under this special condition and then against other obligations under this Contract.

11. If the Vendor assigns its rights under this Contract, the benefit of the guarantee extends to the assignee and continues concurrently for the benefit of the Vendor regardless of the assignment unless the Vendor releases the Guarantor in writing.

SIGNED SEALED AND DELIVERED by the said

.....
Print name of guarantor

X.....
Signature of guarantor

in the presence of:

X.....
Signature of witness

.....
Print name of witness

SIGNED SEALED AND DELIVERED by the said

.....
Print name of guarantor

X.....
Signature of guarantor

in the presence of:

X.....
Signature of witness

.....
Print name of witness

Vendor/supplier GST withholding notice

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

To:

Purchaser/recipient

Property address: 84 Whitehorse Road, Blackburn, Victoria 3130

Lot no: 2 **Plan:** LP65176

[Cross out whichever is not applicable]

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

OR

~~The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) as follows in relation to the supply of the above property:~~

~~Withholding amount: \$ _____~~

~~The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement, namely: _____~~

~~Vendor/supplier ABN: _____~~

From: Vendor/supplier: Kham Manh Chai

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Section 32 Vendors Statement

Vendor:

KHAM MANH CHAI

Property:

84 WHITEHORSE ROAD, BLACKBURN, VICTORIA 3130



BLACKBURN
PO Box 584
Blackburn VIC 3130
101/177 Surrey Road
Blackburn VIC 3130

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www.mahons.com.au

1 FINANCIAL MATTERS

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

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them are as follows:-

Their total does not exceed \$3,500.00 per annum.

Provider(s): Whitehorse City Council and Yarra Valley Water

Note:

- (a) Current Certificates are attached.

The interim arrangements concerning the payment of rates and other outgoings are set out in the Contract of Sale and the purchaser will be liable for adjustment of outgoings at settlement calculated in the manner set out in the Contract of Sale.

- (b) The above estimate:

- (i) excludes water by consumption and consumption charges for other utilities;
- (ii) assumes that a principal place of residence exemption will apply for land tax purposes (refer to (c) below); and
- (iii) is based on current rates and land tax rates and on current estimates of unimproved value and net annual value, which are subject to change.

- (c) The purchaser may be liable for land tax after settlement and the extent of that liability will depend on whether exemptions apply and whether the purchaser is an absentee owner or owns other land in Victoria.

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

- (a) Owners Corporation fees and special levies (if applicable).
- (b) Water usage and Sewerage disposal charges levied on a daily basis by the water authority.
- (c) Land tax if the property is not exempt as a principal place of residence.
- (d) Annual increases in all outgoings if you purchase this property in the next rating period after this statement was prepared.
- (e) Connection fees for electricity, telephone, sewerage, gas, water and NBN (if not connected at the Day of Sale).

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 the best of the Vendor's knowledge there no Charges over the land save for any Charges which are disclosed in the attached certificates or the Register Search Statement.

The Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

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. The Purchaser is directed to general condition 6.6 of the Contract regarding warranties.

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- (a) As detailed or referred to in the attached copy title documents and certificates.
- (b) There may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes and other services laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.
- (c) The property may be subject to unregistered easements in relation to pipes, connections, or structures of service supply authorities or others which may not have been disclosed to the vendor and which may not be apparent from inspection of the property.
- (d) Any agreement registered on Title or to be registered under section 173 of the *Planning and Environment Act 1987* (Vic).

Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

The Purchaser should make their own enquiries in relation to any applicable bushfire protection standards for building works in designated bushfire prone areas as required by the Building Regulations 2018 through application of the Building Code of Australia.

3.4 Planning Scheme

See attached Planning Certificate with the required specified information.

The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before committing yourself to buy.

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:

To the best of the Vendor's knowledge there is no Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land, save for any matters which are disclosed in the attached certificates and copy title documentation and as follows:

Whitehorse City Council Planning Permit Number WH/2016/1136 dated 24 August 2017

The Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

4.2 Agricultural Chemicals

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

To the best of the Vendor's knowledge there are no Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes, save for any matters which are disclosed in the attached certificates and copy title documentation.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

4.3 Compulsory Acquisition

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

To the best of the Vendor's knowledge there is no Notice of intention to acquire served under Section 6 of the Land Acquisition and Compensation Act 1986, save for any notices which are disclosed in the attached certificates and copy title documentation.

5. **BUILDING PERMITS**

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

Not Applicable

The Purchaser acknowledges that the Vendor makes no representation that the improvements on the land sold or any alterations or additions thereto comply with the requirements of the responsible authorities. The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that it is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold.

6. **OWNERS CORPORATION**

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

Not Applicable

7. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

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

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) The land is NOT to be transferred under the agreement unless the square box is marked with an "X" ☐
- (b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X" ☐
- (c) The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X" ☐

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

- (a) Any certificate of release from liability to pay a GAIC ☐
- (b) Any certificate of deferral of the liability to pay the whole or part of a GAIC ☐
- (c) Any certificate of exemption from liability to pay a GAIC ☐
- (d) Any certificate of staged payment approval ☐

- | | | |
|-----|---|--------------------------|
| (e) | Any certificate of no GAIC liability | <input type="checkbox"/> |
| (f) | Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability | <input type="checkbox"/> |
| (g) | A GAIC certificate issued under Part 9B of the <i>Planning and Environment Act 1987</i> must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above | <input type="checkbox"/> |

8. SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

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 before settlement, and the Purchaser will have to have the service reconnected. Any fee for connection of supply or installation of meters shall be payable by the Purchaser. The Purchaser should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected to the property.

9. TITLE

Attached are copies of the following documents:

9.1 Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not applicable.

10.2 Staged Subdivision

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

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

10.3 Further Plan of Subdivision

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

Not applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

See Due Diligence Checklist attached to Contract of Sale.

13. ATTACHMENTS

All certificates, reports and information as attached to this Section 32 Statement.

Important Notice – Additional Disclosure Requirements

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*

Date of this Statement

	/		/	
--	---	--	---	--

Name of the Vendor

Kham Manh Chai

Signature/s of the Vendor

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

Date of this acknowledgment

	/		/	
--	---	--	---	--

Name of the Purchaser

Signature/s of the Purchaser

x

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

Page 1 of 1

VOLUME 08515 FOLIO 854

Security no : 124092478824S
Produced 15/09/2021 10:04 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 065176.
PARENT TITLE Volume 08501 Folio 442
Created by instrument LP065176 24/11/1964

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
KHAM MANH CHAI of 84 WHITEHORSE RD BLACKBURN
N347253S 11/03/1988

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE LP065176 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: 84 WHITEHORSE ROAD BLACKBURN VIC 3130

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	Plan
Document Identification	LP065176
Number of Pages (excluding this cover sheet)	2
Document Assembled	15/09/2021 10:06

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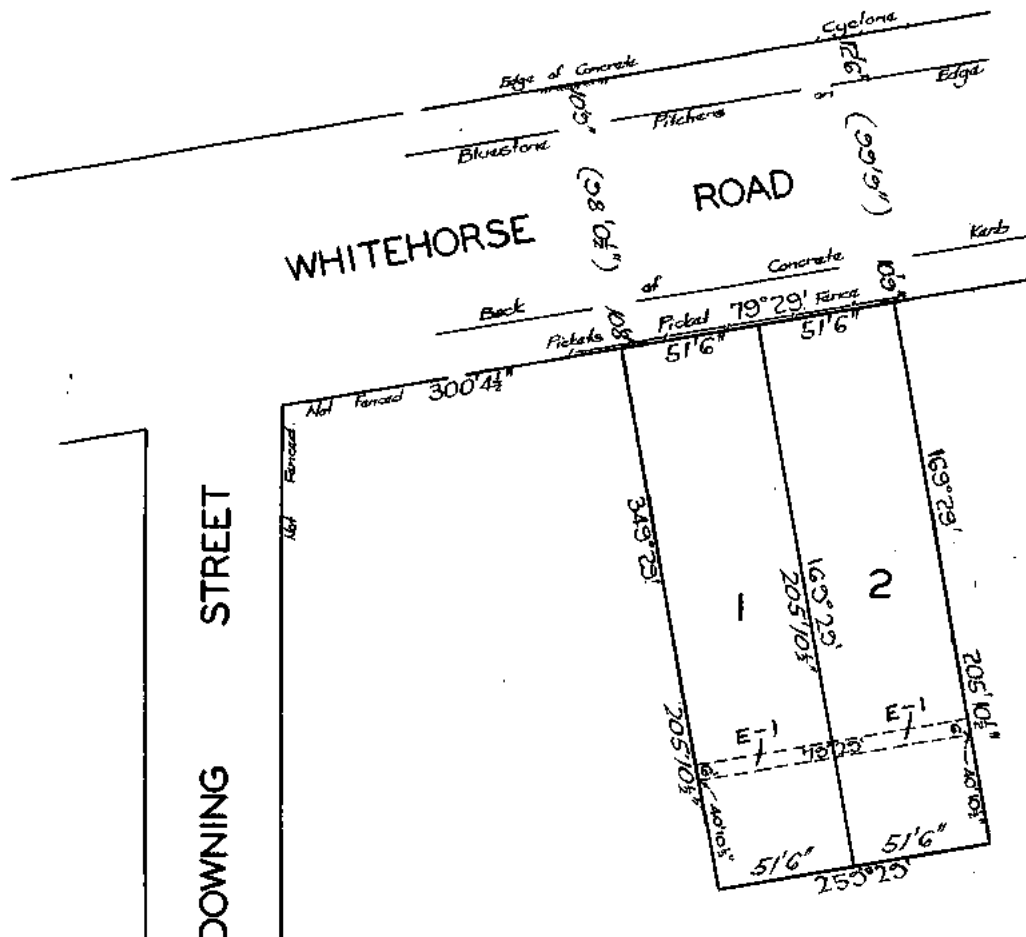
The document is invalid if this cover sheet is removed or altered.

LP65176
EDITION 1
APPROVED 20/8/64

PLAN OF SUBDIVISION
PART OF CROWN ALLOTMENTS 84 & 84^B
PARISH OF NUNAWADING
COUNTY OF BOURKE

SCALE FEET TO AN INCH

COLOUR CONVERSION
E-1 = BLUE



The land coloured blue of width as shown
is set apart as a drainage & sewerage
easement.

FOR APPROPRIATIONS, ETC.,
SEE BACK HEREOF

CERTIFICATE OF TITLE V. ⁸⁵⁰¹ 3302 ⁴⁴² F. 235✓
LODGED BY WALSH & SPRIGGS
DEALING No. _____ DATE 8-7-64
DECLARED BY P. J. MALCANY 9-12-63
CONSENT OF COUNCIL CITY OF
MUNAWADING
APPROVED 8-6-64
~~PLAN MAY BE LODGED~~ DATE 20-8-64 TIME 2-16

LP <u>65176</u>
BACK OF SHEET <u>1</u>

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



Whitehorse City Council
379-397 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

Telephone: (03) 9262 6333
Fax: (03) 9262 6308
TTY: (03) 9262 6325
TIS: 131 540

customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

ABN: 39549568822

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 1682

Date of Issue: 15 September 2021

Applicant's Reference: 54188595-013-9:27181

LANDATA
2 Lonsdale Street
MELBOURNE VIC 3000

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Levy Act 2012* or under a local law or by-law of the Council.

This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

Assessment Number: 36825	Check Digit: 8
Property Description: LOT 2 LP 65176	
Property Address: 84 Whitehorse Road, BLACKBURN VIC 3130	

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2021 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2021.

Site Value:	\$1,375,000
Capital Improved Value:	\$1,375,000
Net Annual Value:	\$68,750

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2021 TO 30 JUNE 2022

DECLARED BY COUNCIL 28 JUNE 2021

FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2021 TO 30 JUNE 2022

General Rates	2,365.60
FSPL Fixed Charge	114.00
FSPL Variable Rate	81.10
TOTAL CURRENT LEVIED	\$2,560.70

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
TOTAL	\$0.00

TOTAL AMOUNT OUTSTANDING **\$2,263.70**

FOR PAYMENT INFORMATION SEE BACK PAGE

NOTE:

Section 175 Local Government Act 1989 and Section 32 Fire Services Property Levy Act 2012

A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

If a Council has obtained an award for legal costs in relation to any rate or charge owing by the previous owner of the rateable or the leviable land, the above section applies to the amount of legal costs remaining unpaid as if the legal costs were arrears of rates, charges or levies.

If the previous owner of the rateable or leviable land had been paying any rate, charge or levy by instalments at the time the ownership of the land changed, the person who becomes the owner of the land may continue the payment of that rate, charge or levy by instalments.

The person who becomes the owner of rateable land may also pay a rate or charge by instalments if the previous owner could have paid it by instalments and the person becomes the owner of the land before the date the first instalment falls due. The person who becomes the owner of leviable land may also pay a levy amount by instalments.

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Levy Act 2012*).

For the 2021/2022 rating year, due dates for instalments are 30 September 2021, 30 November 2021, 28 February 2022 and 31 May 2022. Due date for lump sum payment is 15 February 2022.

Notices, Orders, Subdivisional Matters and Other Outstanding and/or Potential Liability Matters

- A. There are no monies owed for works under the *Local Government Act 1958*.
- B. There is no potential liability for rates under the *Cultural and Recreational Lands Act 1963*.
- C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.
- D. There are no outstanding monies required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the *Subdivision Act 1988* or the *Local Government Act 1958*.
- E. There are no monies owed under Section 227 of the *Local Government Act 1989*.
- F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.
- G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.
- H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989*.

There is other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under “Comments” (if any) and this additional information is as follows):

Additional information

Notwithstanding that, pursuant to a written request previously received from the owner of the property, for Council to send its rates and charges notices for payment to a person other than the owner (in this case, according to Council's records, the occupier of the property, as the tenant of the property), the owner of the property is reminded that –

- the owner of the property is, and remains, liable to pay the rates and charges on the property, including interest, should the occupier not pay the rates and charges (or any instalment) by their due date, or at all;
- all declared rates and charges in relation to the property which are unpaid and any unpaid interest on such rates or charges and any costs awarded to Council by a court or in any proceedings in relation to such rates or charges or interest are a first charge on the property; and
- unless Council decides otherwise, no waiver or deferral of rates and charges will be given merely because the owner of the property is unable to recover rates and charges from the tenant, or if the property is, or becomes, vacant, or if the property is, or becomes, subject to the grant by the owner of a rental discount or other reduction.

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit <https://www.whitehorse.vic.gov.au/planning-building/lodge-and-apply> or call 9262 6421 for more information.

In accordance with the section 2 of the *Penalty Interest Rates Act 1983*, interest will continue to accrue on any overdue rates, charges or levies at the prescribed rate of 10 per cent per annum until paid in full.

I hereby certify that, as at the issue date of this Certificate the information supplied is true and correct for the property described in this Certificate.

This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

COMMENTS:



Authorised Officer: _____

If the subject property is a recent subdivision, please contact Council's Rates Department on 9262 6292 to ascertain if an updated reference number is required for BPAY payment.

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0000368258
- On Council's website at: <http://www.whitehorse.vic.gov.au/Online-Payment.html>

When transfer of property is settled please email the Notice of Acquisition to customer.service@whitehorse.vic.gov.au or send to Locked Bag 2, Nunawading DC VIC 3131. Other forms of notification at this stage are unable to be accepted.

15th September 2021

Mahons Lawyers C/- InfoTrack (Affinity RC) C/- LAN
LANDATA

Dear Mahons Lawyers C/- InfoTrack (Affinity RC) C/- LAN,

RE: Application for Water Information Statement

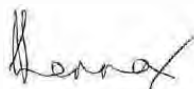
Property Address:	84 WHITEHORSE ROAD BLACKBURN 3130
Applicant	Mahons Lawyers C/- InfoTrack (Affinity RC) C/- LAN LANDATA
Information Statement	30633768
Conveyancing Account Number	7959580000
Your Reference	357917

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

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

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

Yours sincerely,



Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Encumbrance

Property Address	84 WHITEHORSE ROAD BLACKBURN 3130
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Encumbrance

Property Address	84 WHITEHORSE ROAD BLACKBURN 3130
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

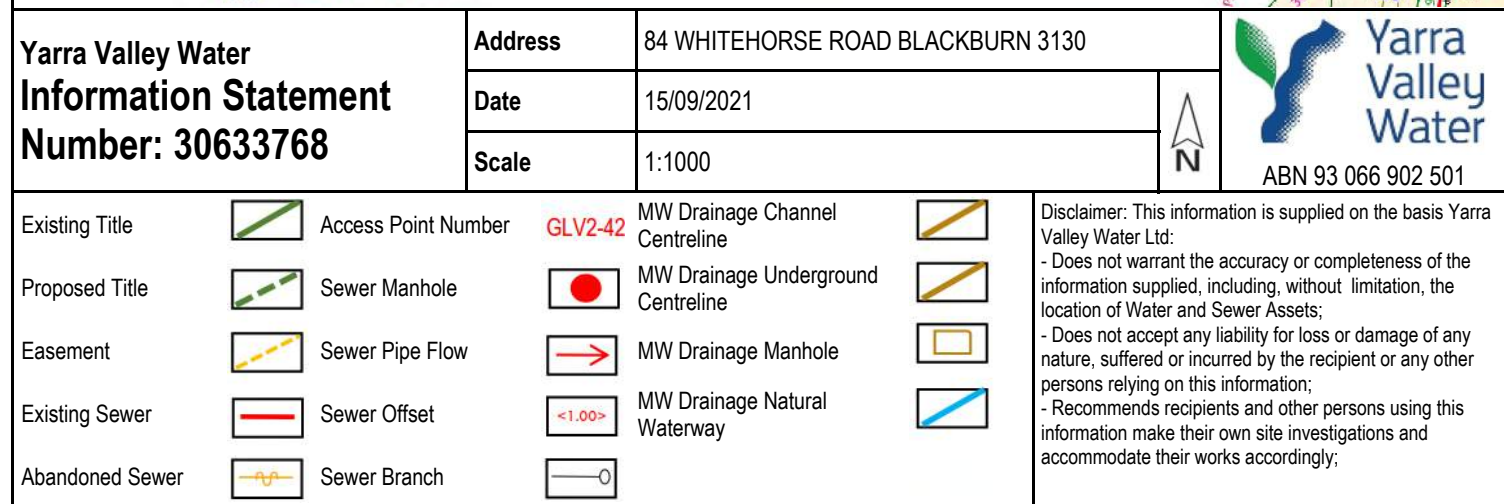
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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



Mahons Lawyers C/- InfoTrack (Affinity RC) C/- LAN
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 3486610000
Rate Certificate No: 30633768

Date of Issue: 15/09/2021
Your Ref: 357917


With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
84 WHITEHORSE RD, BLACKBURN VIC 3130	2\LP65176	1250705	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2021 to 30-09-2021	\$19.71	\$0.00
Residential Water Usage Charge Step 1 – 39.160000kL x \$2.64460000 = \$80.29 Step 1 – 0.000000kL x \$2.47490000 = \$21.78 Step 2 – 11.840000kL x \$3.17870000 = \$29.18 Step 2 – 0.000000kL x \$3.13830000 = \$8.35 Estimated Average Daily Usage \$1.57	22-04-2021 to 20-07-2021	\$139.60	\$0.00
Residential Sewer Service Charge	01-07-2021 to 30-09-2021	\$112.57	\$0.00
Residential Sewer Usage Charge 51.000000kL x 0.959827 = 48.951200 x 0.900000 = 34.155837 x \$1.14260000 = \$39.03 51.000000kL x 0.959827 = 48.951200 x 0.900000 = 9.900243 x \$1.14260000 = \$11.31 Estimated Average Daily Usage \$0.57	22-04-2021 to 20-07-2021	\$50.34	\$0.00
Parks Fee	01-07-2021 to 30-06-2022	\$80.20	\$0.00
Drainage Fee	01-07-2021 to 30-09-2021	\$26.61	\$0.00
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			-\$0.03 cr
Total for This Property			-\$0.03 cr
Total Due			-\$0.03 cr

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.



GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also 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.
3. 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.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. 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.
6. 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.
7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 1250705

Address: 84 WHITEHORSE RD, BLACKBURN VIC 3130

Water Information Statement Number: 30633768

HOW TO PAY



Biller Code: 314567
Ref: 34866100008



Mail a Cheque with the Remittance Advice
below to:

Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1250705

Address: 84 WHITEHORSE RD, BLACKBURN VIC 3130

Water Information Statement Number: 30633768

Cheque Amount: \$



YARRA VALLEY WATER
ABN 93 086 902 301

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Mahons With Yuncken & Yuncken Lawyers
staylor@mahons.com.au

RATES SETTLEMENT STATEMENT (RSS)

Account No: 3486610000
RSS No: 3122075

Date of Issue: 15/10/2021
Your Ref:

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
84 WHITEHORSE RD, BLACKBURN VIC 3130	2/LP65176	1250705	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2021 to 31-12-2021	\$19.71	\$19.71
Residential Water Usage Charge <i>Step 1 – 39.160000kL x \$2.64460000 = \$80.29</i> <i>Step 1 – 0.000000kL x \$2.47490000 = \$21.78</i> <i>Step 2 – 11.840000kL x \$3.17870000 = \$29.18</i> <i>Step 2 – 0.000000kL x \$3.13830000 = \$8.35</i> Estimated Average Daily Usage \$1.57	22-04-2021 to 20-07-2021	\$139.60	\$0.00
Residential Sewer Service Charge	01-10-2021 to 31-12-2021	\$112.57	\$112.57
Residential Sewer Usage Charge <i>51.000000kL x 0.959827 = 48.951200 x 0.900000 =</i> <i>34.155837 x \$1.14260000 = \$39.03</i> <i>51.000000kL x 0.959827 = 48.951200 x 0.900000 = 9.900243</i> <i>x \$1.14260000 = \$11.31</i> Estimated Average Daily Usage \$0.57	22-04-2021 to 20-07-2021	\$50.34	\$0.00
Parks Fee	01-07-2021 to 30-06-2022	\$80.20	\$0.00
Drainage Fee	01-10-2021 to 31-12-2021	\$26.61	\$26.61
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		-\$0.03 cr
	Total for This Property		\$158.86
	Total Due		\$158.86

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.

GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also 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.
3. 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.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this RSS 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.
6. The charges on this RSS are calculated and valid at the date of issue.
7. To avoid overpayments and or incorrect adjustments, please advise your client to make no further payments on their account. To allow for settlement adjustments we will not bill this account for the next 90 days. If circumstances change and the property is no longer being sold, please contact Yarra Valley Water to resume normal billing.
8. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
9. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
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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.



YARRA VALLEY WATER
ABN 93 086 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 1250705

Address: 84 WHITEHORSE RD, BLACKBURN VIC 3130

Water Information Statement Number: 3122075

HOW TO PAY



Biller Code: 314567
Ref: 34866100008



Mail a Cheque with the Remittance Advice
below to:

Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1250705

Address: 84 WHITEHORSE RD, BLACKBURN VIC 3130

Water Information Statement Number: 3122075

Cheque Amount: \$

Property Clearance Certificate
Taxation Administration Act 1997



INFOTRACK / MAHONS LAWYERS

Your Reference:	2211463
Certificate No:	48851057
Issue Date:	21 SEP 2021
Enquiries:	JX07

Land Address: 84 WHITEHORSE ROAD BLACKBURN VIC 3130					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
11113614	2	65176			\$0.00

Vendor: MR K M CHAI
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR KHAM MANH CHAI	2021	\$1,440,000	\$0.00	\$0.00	\$0.00

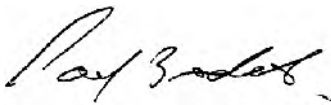
Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$1,440,000
SITE VALUE:	\$1,440,000
AMOUNT PAYABLE:	\$0.00



Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 48851057

Power to issue Certificate

1. The Commissioner of State Revenue can 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. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$6,495.00

Taxable Value = \$1,440,000

Calculated as \$2,975 plus (\$1,440,000 - \$1,000,000)
multiplied by 0.800 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 48851057

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: 48851057

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

776435

APPLICANT'S NAME & ADDRESS

MAHONS LAWYERS C/- INFOTRACK (AFFINITY RC) C/-
LANDATA
MELBOURNE

VENDOR

MR K M CHAI

PURCHASER

N/A, N/A

REFERENCE

357917

This certificate is issued for:

LOT 2 PLAN LP65176 ALSO KNOWN AS 84 WHITEHORSE ROAD BLACKBURN
WHITEHORSE CITY

The land is covered by the:

WHITEHORSE PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a RESIDENTIAL GROWTH ZONE - SCHEDULE 2
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9
- and abuts a ROAD ZONE CATEGORY 1

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/whitehorse>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
(<http://vhd.heritage.vic.gov.au/>)

15 September 2021

Hon. Richard Wynne MP
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

LANDATA®
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Mahons Lawyers C/- InfoTrack (Affinity RC)
475-495 Victoria Avenue
CHATSWOOD 2067
AUSTRALIA

Client Reference: 357917

NO PROPOSALS. As at the 15th September 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

84 WHITEHORSE ROAD, BLACKBURN 3130
CITY OF WHITEHORSE

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

Date of issue: 15th September 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 54188595 - 54188595100427 '357917'



Whitehorse City Council
379-397 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

Telephone: (03) 9262 6333
Fax: (03) 9262 6308
TTY: (03) 9262 6325
TIS: 131 540

ABN: 39549568822

customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Thursday, September 23, 2021

Your Ref: 54188595-015-3:27180
Contact: Building Department
Telephone: 9262 6421

LANDATA
2 Lonsdale Street
MELBOURNE VIC 3000

Dear Sir/Madam,

Re: 84 Whitehorse Road, Blackburn Vic 3130

We refer to your request for building permit particulars regarding the above property and details of any Permit or certificate of final inspection issued in the preceding ten years.

BUILDING OR LAND INFORMATION
Pursuant to Regulation 51 (1) of the Building Regulations 2018

Council has no record of any Building Permits being issued on this property in the past 10 years.

There are no outstanding notices or orders pursuant to Building Act 1993 regarding this property.

Yours faithfully,

Building Services
For and on behalf of Whitehorse City Council

Important Information

The details listed on this certificate are consistent with the property address as stated on the application. Should the property historically be known as a different address then such information may not be included in this certificate.

Despite whether a Building Permit is required or not there is still an obligation for all building works to be structurally sound and comply with the siting regulations consequently there may be building work on the property that Council has no record or knowledge of.

SAFETY OF EXISTING SWIMMING POOLS

All existing swimming pools and spas are required to comply with the minimum standards of the Building Regulations 2018.

Any person who takes possession of a property without safety barriers for a spa or swimming pool is immediately responsible for compliance with the law and liable to prosecution.

Swimming pools must be registered with Council under the Building Regulations, please register swimming pools online at www.whitehorse.vic.gov.au/pools-and-spas

SMOKE ALARMS

Owners or purchasers of residential properties are to ensure that smoke alarms exist or are required to install smoke alarms, in accordance with the Building Regulations 2018.



Whitehorse City Council
379-397 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

Telephone: (03) 9262 6333
Fax: (03) 9262 6308
TTY: (03) 9262 6325
TIS: 131 540

ABN: 39549568822

customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Thursday, September 23, 2021

Your Ref: 54188595-016-0:27179
Contact: Building Department
Telephone: 9262 6421

LANDATA
2 Lonsdale Street
MELBOURNE VIC 3000

Dear Sir/Madam,

Re: 84 Whitehorse Road, Blackburn Vic 3130

In accordance with Regulation 51(2) of the Building Regulations 2018 we provide the following information:

BUILDING OR LAND INFORMATION Pursuant to Regulation 51 (2) of the Building Regulations 2018		
Reportable Information	Regulation	Applicable
Is the land likely to be subject to attack by termites?	150	Yes
Is the land subject to significant snowfalls?	152	No
Is the land liable to flooding within the meaning of regulation 5(2)?	153	No
Is the land designated land/works?	154	No
The Whitehorse Planning Scheme has specified a minimum bushfire attack level (BAL) within areas of the municipality. Is the land identified by the Planning Scheme?	156	No

Please Note:

This certificate does not specify bushfire prone areas not specified under the Planning Scheme. For the purposes of Section 192A of the Building Act 1993, the relevant Building Surveyor is to verify if the Minister has designated the land as being in a bushfire prone area. Please visit <https://mapshare.vic.gov.au/vicplan/> for more information.

Notes regarding flood levels:

If the above indicates that the allotment is liable to flooding or is designated land under Building Regulation 153 and/or 154, then an application to Council's Engineering Department for Report and Consent is required.

If flood level is determined by Melbourne Water (Regulation 154), you will need to obtain property flood level information via one of Melbourne Water's authorised agents. This flood level is required to be submitted as part of the Report & Consent procedure with Council's Engineering Department. Please contact Melbourne Water on 131 722 or visit: www.melbournewater.com.au.

Enquiries regarding flood levels investigated by Council (Regulation 153) to determine the minimum floor levels of buildings within the site, please contact Council's Engineering Department on 9262 6177.

General Notes:

For Town Planning information or information relating to zoning, schedules or policies please contact Council's Town Planning Department on 9262 6303.

For Legal Point of Storm Water Drainage please contact Council's Engineering Department on 9262 6177.

Regards,

Building Services
Whitehorse City Council

Extract of EPA Priority Site Register

Page 1 of 2



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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 84 WHITEHORSE ROAD
SUBURB: BLACKBURN
MUNICIPALITY: WHITEHORSE
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 47 Reference J9
DATE OF SEARCH: 15th September 2021

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

- EPA has requirements for active management of land and groundwater contamination; or
- where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means.

Where EPA has requirements for active management of land and/or groundwater, appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register Contaminated Land Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

[Extract of Priority Sites Register] # 54188595 - 54188595100427
'357917'



Extract of EPA Priority Site Register

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

Environment Protection Authority Victoria
GPO Box 4395 Melbourne Victoria 3001
Tel: 1300 372 842

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 15 September 2021 10:01 AM

PROPERTY DETAILS

Address: **84 WHITEHORSE ROAD BLACKBURN 3130**
Lot and Plan Number: **Lot 2 LP65176**
Standard Parcel Identifier (SPI): **2\LP65176**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **208491**
Planning Scheme: **Whitehorse**
Directory Reference: **Melway 47 J9**

www.whitehorse.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/whitehorse

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **inside drainage boundary**
Power Distributor: **UNITED ENERGY**

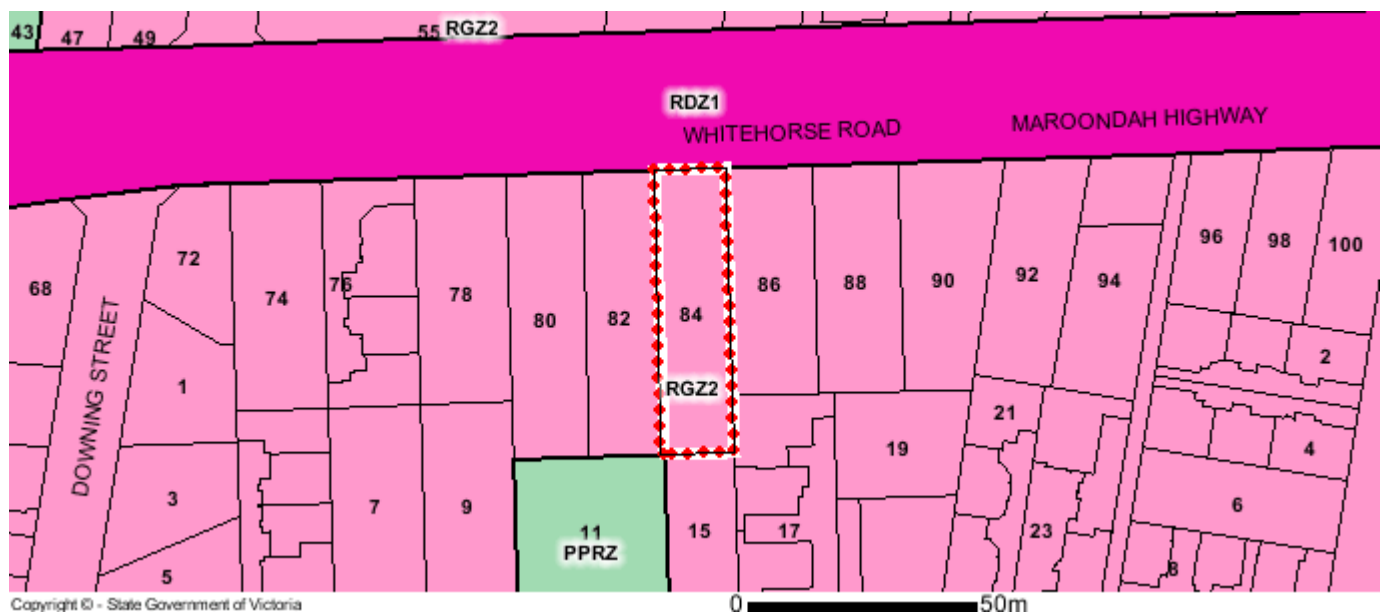
STATE ELECTORATES

Legislative Council: **EASTERN METROPOLITAN**
Legislative Assembly: **BOX HILL**

Planning Zones

[RESIDENTIAL GROWTH ZONE \(RGZ\)](#)

[RESIDENTIAL GROWTH ZONE - SCHEDULE 2 \(RGZ2\)](#)



PPRZ - Public Park & Recreation

RDZ1 - Road - Category 1

RGZ - Residential Growth

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

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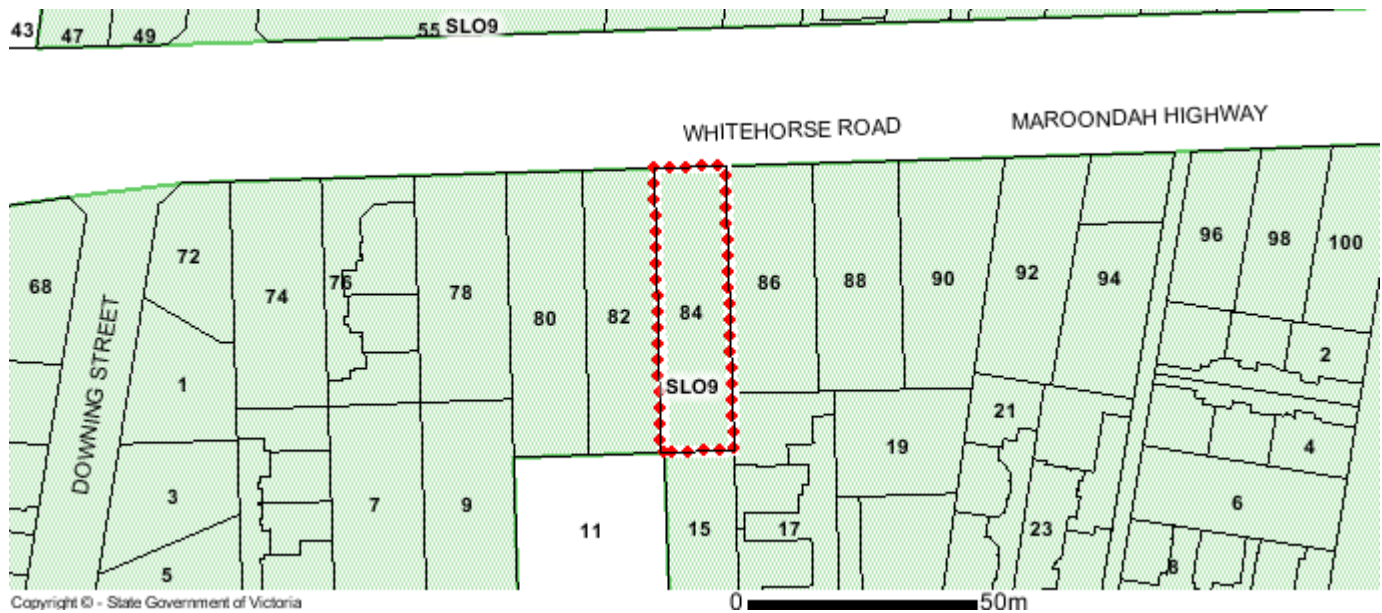
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)



 SLO - Significant Landscape

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

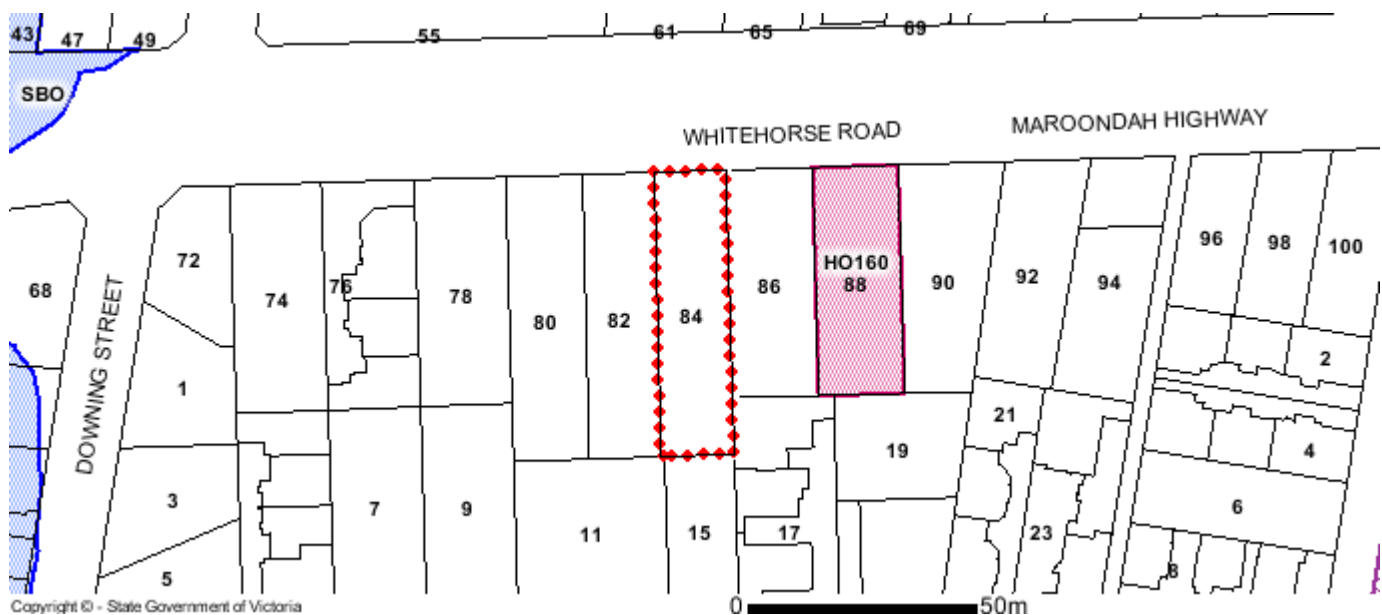
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land


DESIGN AND DEVELOPMENT OVERLAY (DDO)

HERITAGE OVERLAY (HO)

SPECIAL BUILDING OVERLAY (SBO)



 DDO - Design and Development

 HO - Heritage

 SBO - Special Building

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

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PLANNING PROPERTY REPORT: 84 WHITEHORSE ROAD BLACKBURN 3130

Page 2 of 4

Further Planning Information

Planning scheme data last updated on 8 September 2021.

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>

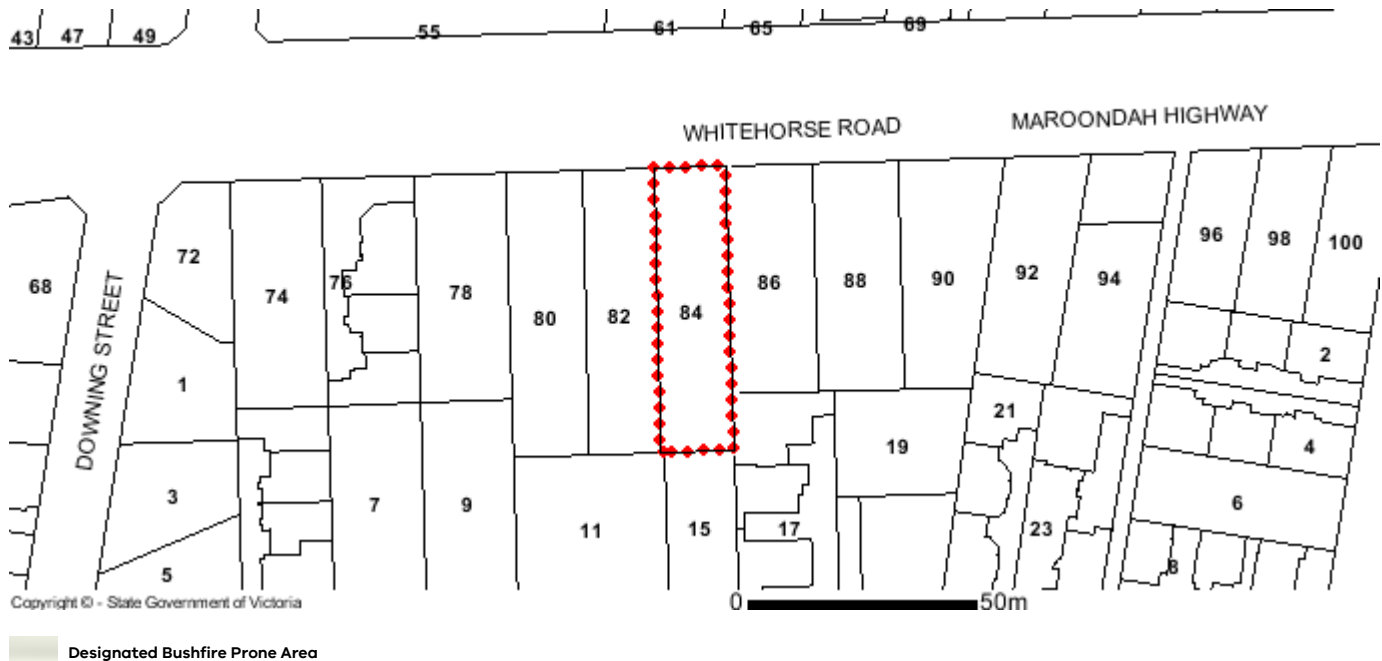
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Area

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



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

Property Report from www.land.vic.gov.au on 15 September 2021 10:00 AM

Address: 84 WHITEHORSE ROAD BLACKBURN 3130

Lot and Plan Number: Lot 2 LP65176

Standard Parcel Identifier (SPI): 2\LP65176

Local Government (Council): WHITEHORSE **Council Property Number:** 208491

Directory Reference: Melway 47 J9

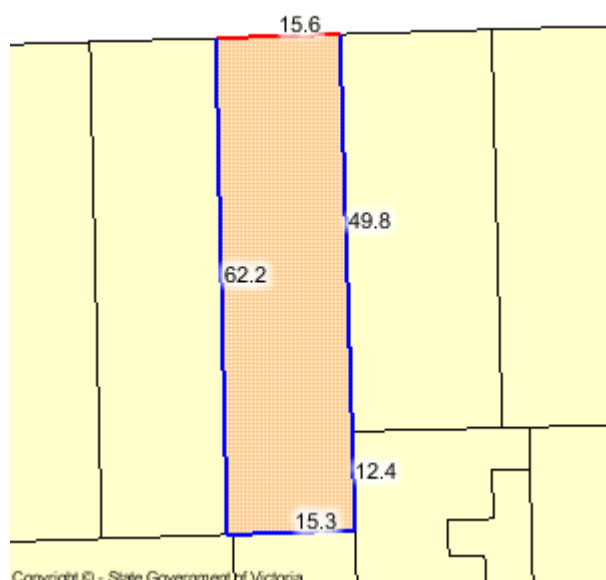
This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

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



Area: 982 sq. m

Perimeter: 156 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 dimension shorter than 1m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

State Electorates

Legislative Council: EASTERN METROPOLITAN

Legislative Assembly: BOX HILL

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: Yarra Valley Water

Melbourne Water: inside drainage boundary

Power Distributor: UNITED ENERGY (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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Planning Zone Summary

Planning Zone: RESIDENTIAL GROWTH ZONE (RGZ)
RESIDENTIAL GROWTH ZONE - SCHEDULE 2 (RGZ2)

Planning Overlay: SIGNIFICANT LANDSCAPE OVERLAY (SLO)
SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)

Planning scheme data last updated on 8 September 2021.

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 [Planning Schemes Online](#)

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](#)

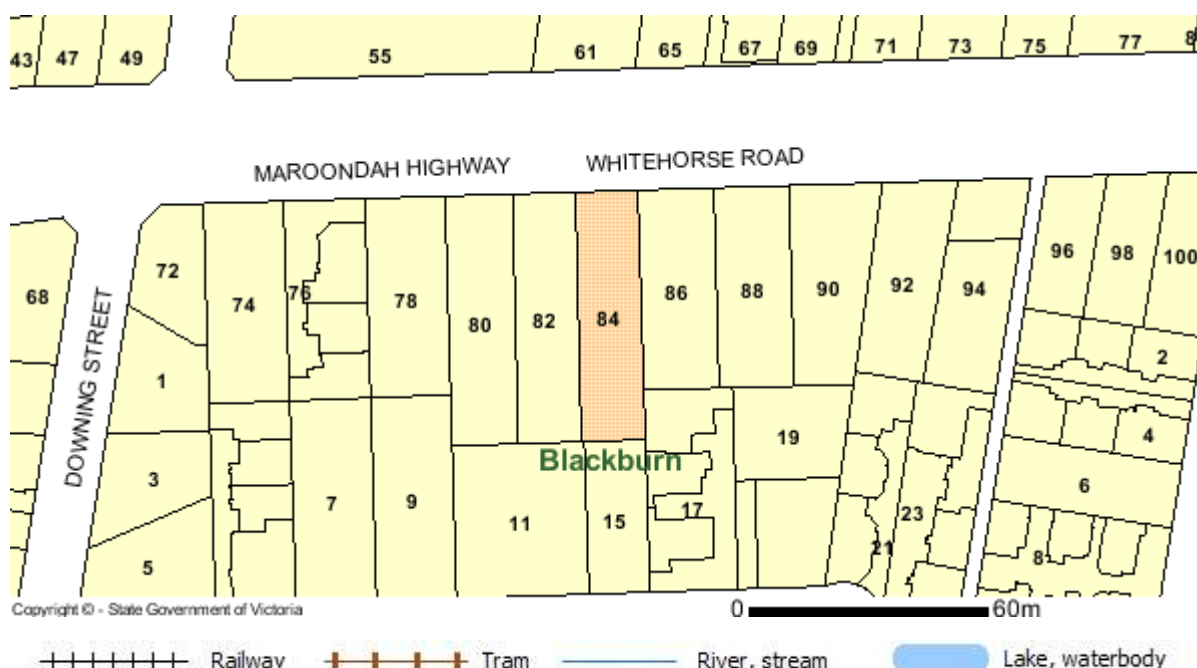
The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



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CITY OF



WHITEHORSE

Whitehorse City Council

379-397 Whitehorse Road
Nunawading VIC 3131

Locked Bag 2 Nunawading DC VIC 3131
DX13209 MITCHAM

ABN: 39 549 568 822

Telephone: (03) 9262 6333

Fax: (03) 9262 6490

TTY: (03) 9262 6325

TIS: 131 450

customer.service@whitehorse.vic.gov.au

www.whitehorse.vic.gov.au

Monday 28 August 2017

Application Number: WH/2016/1136

Enquiries: Wick Abeyasinghe

Telephone: 9262 7585

Universal Planning
PO Box 234
DONCASTER HEIGHTS VIC 3109

Dear Sir/Madam,

NOTIFICATION OF DECISION

ADDRESS: 84 WHITEHORSE ROAD, BLACKBURN (LOT 2 LP 65176)

I refer to your application for a Planning Permit WH/2016/1136.

The application has been considered and it has been determined to grant a Planning Permit. Please find enclosed the Planning Permit containing certain conditions. Please read these conditions carefully as they may require additional action prior to the commencement of the use or development.

I specifically draw your attention to Condition 1, which may require plans to be resubmitted with changes. Until the plans are submitted to Council's satisfaction and endorsed, the Planning Permit cannot be acted on.

If no changes to plans are required, endorsed plans are enclosed.

In addition, please make sure you are familiar with all of the conditions before you act on the Planning Permit.

If you are unsatisfied with any conditions on this permit, you may appeal to the Victorian Civil & Administrative Tribunal. The last page of the Permit has details regarding this process.

You may also need Building, Engineering or other approvals from Council, and you should ensure that these matters are attended to before acting on this Planning Permit.

Yours faithfully,

Wick Abeyasinghe
Development Planner
Planning and Building Department

City of Whitehorse

PLANNING PERMIT

Permit Number: WH/2016/1136
Planning Scheme: Whitehorse
Responsible Authority: City of Whitehorse

ADDRESS OF THE LAND:

84 Whitehorse Road, BLACKBURN (LOT 2 LP 65176)

THE PERMIT ALLOWS:

Construction four (4) double storey dwellings and alteration of access to a road in a Road Zone 1, generally in accordance with the endorsed plans and subject to the following conditions.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the development starts, or any trees or vegetation removed, amended plans (three copies in A1 size and one copy reduced to A3 size) must be submitted to and approved by the Responsible Authority. The plans must be drawn to 1:100 scale, with dimensions, and be generally in accordance with the plans submitted with the application but modified to show:
 - a) That no more than 300 millimetres depth fill over the easement.
 - b) The locations of Tree Protection Zones described in condition 6, with all nominated trees to be retained clearly identified and numbered on both site and landscape plans, and a summary of the requirements of conditions 6 and 7 to be annotated on the development and landscape plans.
 - c) Notation on site and elevation plans indicating that all obscured glazing be manufactured obscured glass. Obscure film being applied to clear glazing will not be accepted.
 - d) Amendments to Dwelling 4 as required by Condition 3.
 - e) The ground floor plan to show:
 - i. Dimensions and capacity of the rainwater tanks. The size of the tanks must be that specified in the submitted BESS report.
 - ii. Finished site levels in the secluded private open space area.
 - iii. Tree numbers labelled in accordance with the numbers used in the arborist report.
 - f) An amended landscape plan to show:
 - i. Tree numbers labelled in accordance with the numbers used in the arborist report.
 - ii. Any tree protection zones or construction methods as set out in the arborist report.

24 August 2017

Date Issued

Planning and Environment Act 1987 Form 4


Signature for Responsible Authority

PAGE 2 OF 5 OF WH/2016/1136
CONDITION 1f CONTINUED

iii. Water efficient garden area to be annotated, as indicated under section 3.1 of the submitted BESS report.

g) Detailed materials and finishes schedule including colour samples for the development.

All of the above must be to the satisfaction of the Responsible Authority. Once approved these plans become the endorsed plans of this permit.

2. The layout of the site and the size, design and location of the buildings and works permitted must always accord with the endorsed plan and must not be altered or modified without the further written consent of the Responsible Authority.
3. Prior to the endorsement of plans, the permit holder must either obtain the necessary permission(s) from the relevant authority to construct over/near the easement and provide evidence of this to the Responsible Authority; or amend north wall of stairs and eaves of Dwelling 4 as required by the relevant authority and to the satisfaction of the Responsible Authority.
4. Unless with the prior written consent of the Responsible Authority, all landscaping works as shown on the endorsed plans must be completed prior to the occupation of the dwellings to the satisfaction of the Responsible Authority.
5. The garden areas shown on the endorsed plan must only be used as gardens and must be maintained in a proper, tidy and healthy condition to the satisfaction of the Responsible Authority. Should any tree or shrub be removed or destroyed it may be required to be replaced by a tree or shrub of similar size and variety.
6. Prior to commencement of any building or demolition works on the land, a Tree Protection Zones (TPZs) must be established on the subject site (and nature strip if required) and maintained during, and until completion of, all buildings and works including landscaping, around the following trees in accordance with the distances and measures specified below, to the satisfaction of the Responsible Authority:
 - a) Tree Protection Zone distances:
 - i) Tree 3 – 4.0 metre radius from the centre of the tree base.
 - ii) Tree 4 – 5.4 metre radius from the centre of the tree base.
 - iii) Street Tree (Platanus) – 2.0 metre radius from the centre of the tree base.
 - b) Tree Protection Zone measures are to be established in accordance with Australian Standard 4970-2009 and are to include the following:
 - i) Erection of solid chain mesh or similar type fencing at a minimum height of 1.8 metres in height held in place with concrete feet.
 - ii) Signage placed around the outer edge of perimeter the fencing identifying the area as a TPZ. The signage should be visible from within the development, with the lettering complying with AS 1319.

24 August 2017

Date Issued

Planning and Environment Act 1987 Form 4



Signature for Responsible Authority

PAGE 3 OF 5 OF WH/2016/1136
CONDITION 6b CONTINUED

- iii) Mulch across the surface of the TPZ to a depth of 100mm and undertake supplementary provide watering/irrigation within the TPZ, prior and during any works performed.
 - iv) No excavation, constructions works or activities, grade changes, surface treatments or storage of materials of any kind are permitted within the TPZ unless otherwise approved within this permit or further approved in writing by the Responsible Authority.
 - v) All supports and bracing should be outside the TPZ and any excavation for supports or bracing should avoid damaging roots where possible.
 - vi) No trenching is allowed within the TPZ for the installation of utility conduits unless tree sensitive installation methods such as boring have been approved by the Responsible Authority.
 - vii) Where construction is approved within the TPZ, fencing and mulching should be placed at the outer point of the construction area.
 - viii) Where there are approved works within the TPZ, it may only be reduced to the required amount by an authorized person only during approved construction within the TPZ, and must be restored in accordance with the above requirements at all other times.
7. During construction of any buildings, or during other works, the following tree protection requirements are to be adhered to, to the satisfaction of the Responsible Authority:
- a) The Decking's where within the TPZs of Trees 3 and 4 must be constructed on tree sensitive footings, such as post footings or screw piles, with no grade change within the TPZ. The postholes are to be hand dug and no roots greater than 25mm in diameter are to be cut or damaged.
 - b) The paved area is within the TPZ of Tree 3, must be constructed at the existing soil grade using porous materials that allows water to penetrate through the surface and into the soil profile. There must be no grade change within the TPZ and no roots are to be cut or damaged during any part of the construction process.
 - c) Any excavation undertaken within the Street Tree (Platanus) TPZ should be undertaken by hand, by hydro excavation or air spading and supervised by Council's arborist. The tree should be protected during any proposed works by temporary fencing.
8. All works must be undertaken in accordance with the endorsed SDA to the satisfaction of the Responsible Authority, and the approved dwellings must operate in accordance with this Plan, to the satisfaction of the Responsible Authority. No alterations to the Reports may occur without the written consent of the Responsible Authority.

24 August 2017

Date Issued

Planning and Environment Act 1987 Form 4



Signature for Responsible Authority

PAGE 4 OF 5 OF WH/2016/1136

9. Prior to the occupation of any dwelling approved under this permit, a report from the author of the SDA, approved pursuant to this permit, or similarly qualified person or company, must be submitted to the Responsible Authority. The report must be to the satisfaction of the Responsible Authority and must confirm that all measures specified in the Reports have been implemented in accordance with the approved plan.
10. The development must be provided with external lighting capable of illuminating access to each garage and car parking space. Lighting must be located, directed and shielded and of limited intensity that no nuisance or loss of amenity is caused to any person within and beyond the site.
11. All treatments to prevent overlooking must not include 'Translucent film' on windows and must be in accordance with Standard B22 of Clause 55.

VicRoads Conditions

12. Prior to the commencement of use of the development hereby approved, a sealed access crossover as at least 6.1 metres wide at the property boundary with the crossover angled at 60 degrees to the road reserve boundary, at least for the first 3 metres from the edge of the road must be constructed to the satisfaction of the Responsible Authority and at no cost to VicRoads.
13. Vehicles must enter and exit the land in a forward direction at all times.

Permit Expiry

14. This permit will expire if one of the following circumstances applies:
 - a) the development is not commenced within two (2) years from the date of issue of this permit;
 - b) the development is not completed within four (4) years from the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing pursuant to the provisions of Section 69 of the *Planning and Environment Act 1987*.

24 August 2017

Date Issued

Planning and Environment Act 1987 Form 4



Signature for Responsible Authority

Permit Notes:

- A. Soil erosion measures must be adopted at all times to the satisfaction of the relevant authority during the construction stages of the development. Site controls and erosion minimisation techniques are to be in accordance with the EPA (Environment Protection Authority) Victoria 'Environmental Guidelines for Major Construction Sites'. The works during and after construction must comply with the above guidelines and in potentially high erosion areas a detailed plan may be required to indicate proposed measures and methodology.
- B. The property owner/ builder is to obtain the relevant permits and consents from Council in relation to asset protection, drainage works in easements and works in the road reserve prior to the commencement of any works.

PAGE 5 OF 5 OF WH/2016/1136
PERMIT CONDITION CONTINUED

- C. All stormwater drainage within the development site and associated with the building(s) (except for an on-site detention system and connection to the nominated legal point of discharge within the site) must be approved and completed to the satisfaction of the Building Surveyor prior to the occupation of the building(s), in accordance with the provisions of the Building Regulations (2006) section 610.
- D. The surface treatment and design of all crossovers and driveways must be of materials submitted to and approved by the Responsible Authority and must be constructed in accordance with the submitted details.

IMPORTANT INFORMATION ABOUT THIS NOTICE

Form 4

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

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

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The Responsible Authority may amend this permit under Division 1A of Part 4 of the Planning and Environment Act 1987.

WHEN DOES A PERMIT BEGIN?

A permit operates:

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

WHEN DOES A PERMIT EXPIRE?

A permit for development of land expires if –

- the development or any stage of it does not start within the time specified in the permit; or
- the development requires the certification of a plan of subdivision or consolidation under the Subdivision Act 1988 and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
- the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the Subdivision Act 1988.

A permit for the use of the land expires if –

- the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
- the use is discontinued for a period of two years.

A permit for development and use of land expires if –

- the development or any stage of it does not start within the time specified in the permit; or
- the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
- the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
- the use is discontinued for a period of two years.

If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the Planning and Environment Act 1987 or to any combination of use, development or any of those circumstances requires the certification of a plan under the Subdivision Act 1988 unless a permit contains a different provision

- the use or development of any stage is to be taken to have started when the plan is certified; or
- the permit expires if the plan is not certified within two years of the issue of the permit.

The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

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

Superdraft

PATRICK KAU

PROPOSED MOUNTAIN
RESIDENTIAL DEVELOPMENT

ARCHITECT

DISCIPLINE

CAD

ELEVATIONS

PROJECT NAME: TOWN CLANNING

DATE: 05/16/19

TP008

PRELIMINARY ONLY. NOT FOR CONSTRUCTION

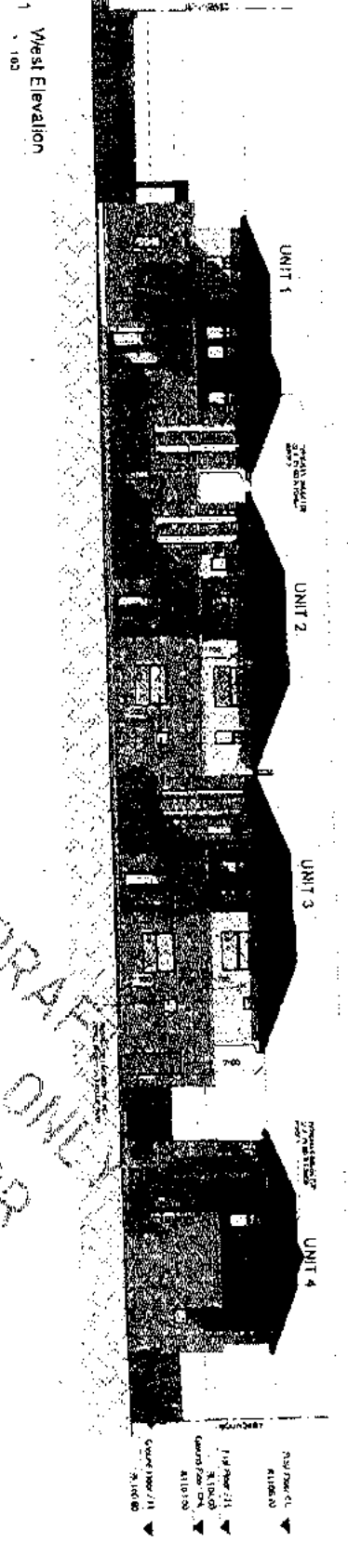
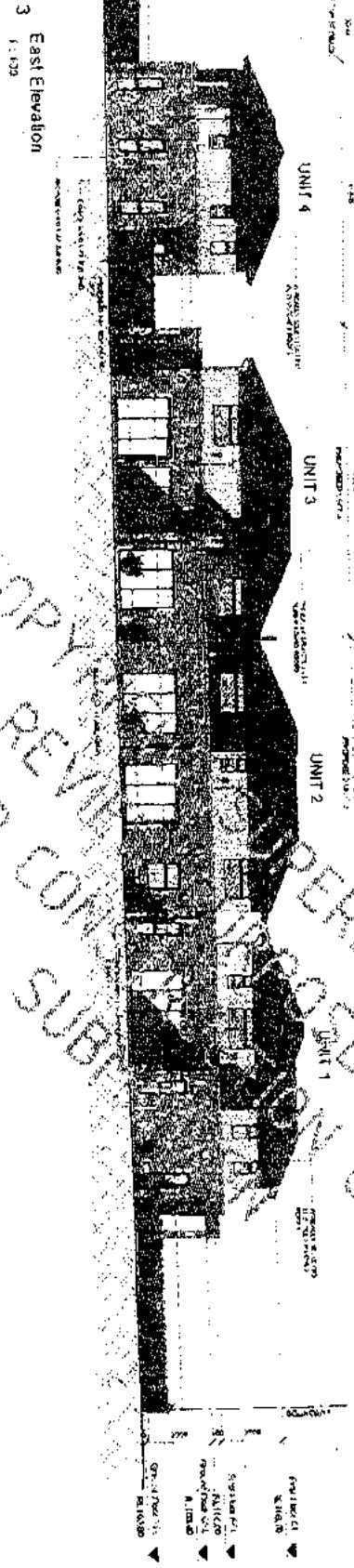
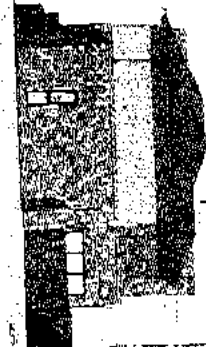
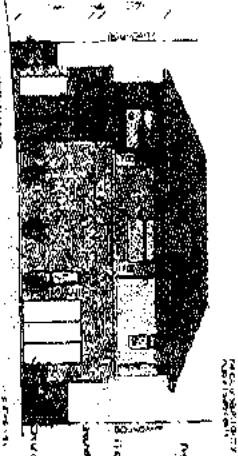
Unit 4 South Elevation
1:100

Unit 4 North Elevation
1:100

Unit 3 South Elevation
1:100

East Elevation
1:100

West Elevation
1:100



LEGEND

SYMBOL	DESCRIPTION
1	WALL
2	DOOR
3	WINDOW
4	ROOF
5	CEILING
6	FLOOR
7	STAIR
8	CHIMNEY
9	ANTENNA
10	POLE
11	POST
12	RAIL
13	SCREEN
14	SHUTTER
15	VALVE
16	PIPE
17	WIRE
18	CONCRETE
19	BRICK
20	STONE
21	WOOD
22	METAL
23	GLASS
24	PAPER
25	PLASTER
26	PAINT
27	FINISH
28	LANDSCAPE
29	VEGETATION
30	WATER
31	SOIL
32	ROCK
33	CLAY
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35	GRAVEL
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99	GLASS
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BOUNDARY 79° 20' 00" 15.70M

STORY LINE

PRATT OPEN SPACE

11. *Journal of the American Medical Association*, 1990; 263: 1001-1005.

BOUNDARY 259° 20' 00" 15.70m

LEGEND

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ROOF PLAN

Superdraft

PRELIMINARY ONLY. NOT FOR CONSTRUCTION

PATRICK KELLY

PATRICK KAY;
PROPOSED/ULTIMATE
RESIDENTIAL DEVELOPMENT

REVISED

DISCAP 04

0416

PROOF 32.0.24

ROOF PLAN

ACKNOWLEDGMENTS

Abstract

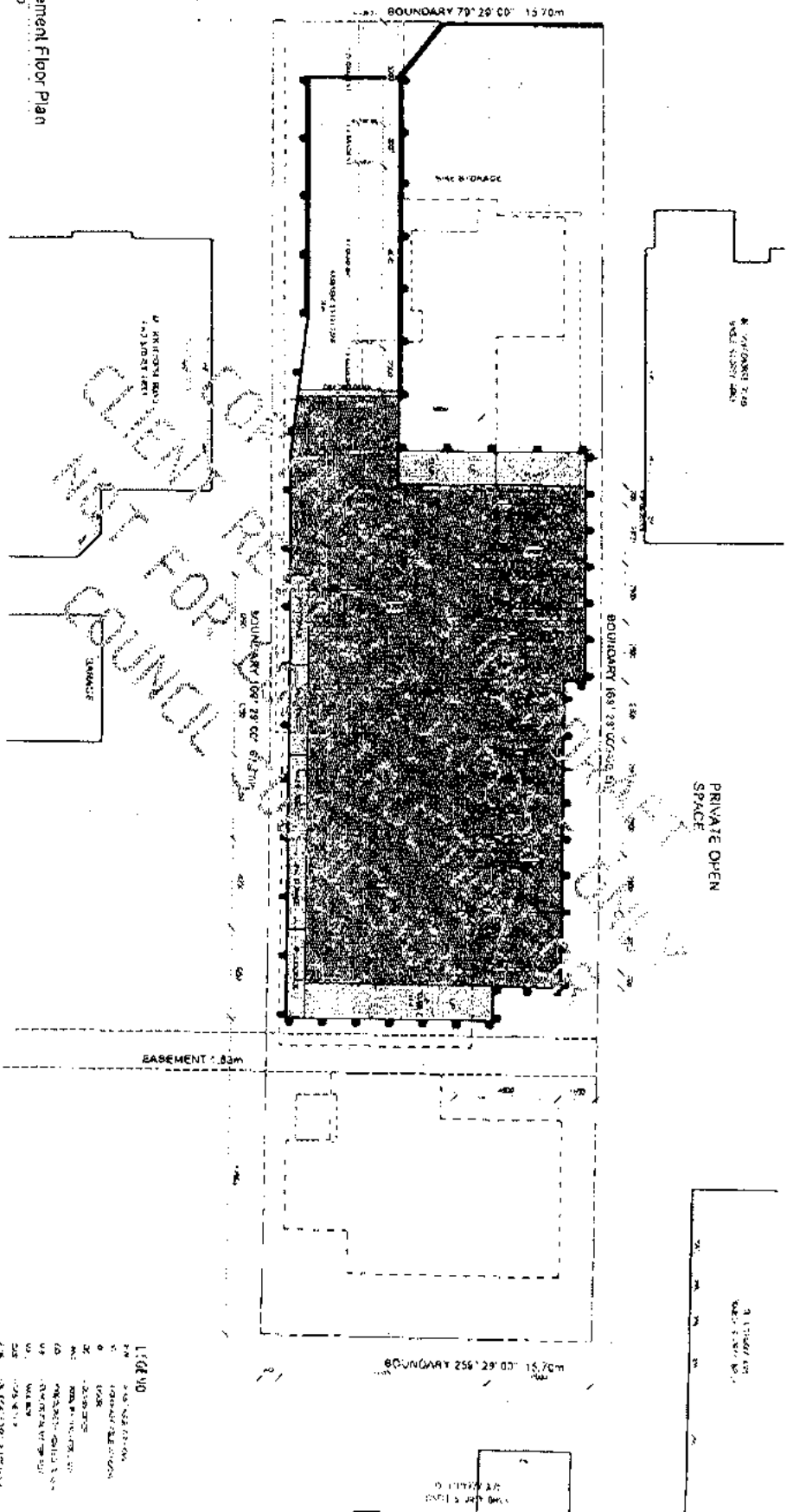
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DATA 173 HD.
TP007

WHITEHORSE ROAD

Basement Floor Plan
1:100



Superdraft

PROJECT
RESIDENTIAL DEVELOPMENT

PATRICK KAHU

PROPOSED MULTI-UNIT
RESIDENTIAL DEVELOPMENT

ADVISOR

DISCIPLINE

DATE

BASMENT FLOOR PLAN

84 WHITEHORSE ROAD, BLACKBURN VIC

PROJECT NUMBER
031000

PROJECT NAME
TOWN PLANNING

PROJECT NO.
TP004

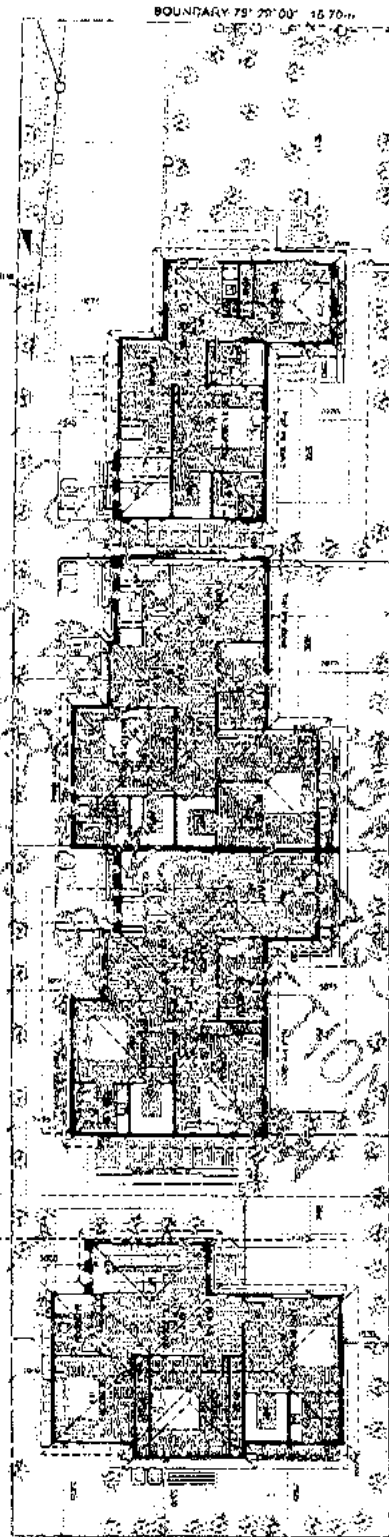
PRELIMINARY ONLY, NOT FOR CONSTRUCTION

- LEGEND
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WHITEHORSE ROAD

1
1 1073
FIRST FLOOR PLAN

Superdraft



LEGEND

- 1. EXISTING BUILDING
- 2. EXISTING WALL
- 3. EXISTING DOOR
- 4. EXISTING WINDOW
- 5. EXISTING ROOF
- 6. EXISTING FLOOR
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- 11. EXISTING PAVEMENT
- 12. EXISTING PLANTING
- 13. EXISTING FURNITURE
- 14. EXISTING EQUIPMENT
- 15. EXISTING UTILITY
- 16. EXISTING STORAGE
- 17. EXISTING BATHROOM
- 18. EXISTING KITCHEN
- 19. EXISTING DINING
- 20. EXISTING LIVING
- 21. EXISTING BEDROOM
- 22. EXISTING OFFICE
- 23. EXISTING LABORATORY
- 24. EXISTING WAREHOUSE
- 25. EXISTING GARAGE
- 26. EXISTING DRIVEWAY
- 27. EXISTING PARKING
- 28. EXISTING LANDSCAPE
- 29. EXISTING FENCE
- 30. EXISTING GATE
- 31. EXISTING SIGNAGE
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- 50. EXISTING INTERNET
- 51. EXISTING CABLE
- 52. EXISTING SATELLITE
- 53. EXISTING RADIOWAVE
- 54. EXISTING OPTICAL FIBER
- 55. EXISTING CLOUD COMPUTING
- 56. EXISTING BIG DATA
- 57. EXISTING ARTIFICIAL INTELLIGENCE
- 58. EXISTING BLOCKCHAIN
- 59. EXISTING QUANTUM COMPUTING
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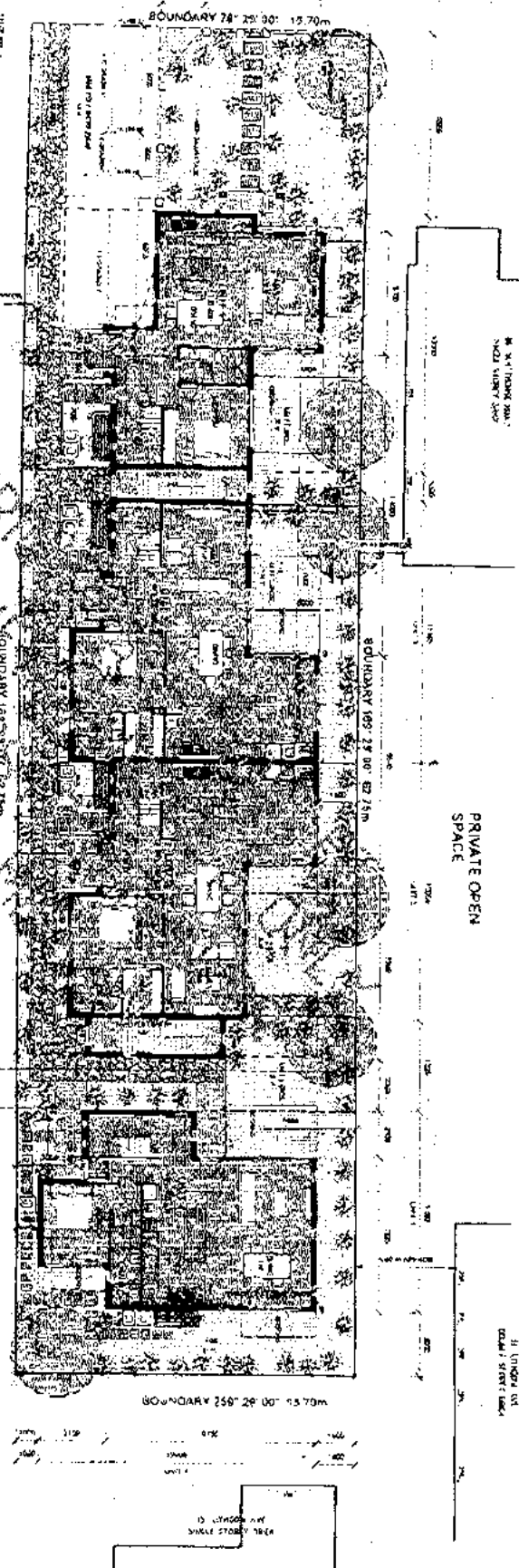
PRELIMINARY ONLY, NOT FOR CONSTRUCTION

NAME	PATRICK KANU	ADDRESS	84 WHITEHORSE ROAD, BLACKBURN, VIC	DATE	10/05/2019	SCALE	1:100	PROJECT NO.	TP006
PROPOSED	PROPOSED 4 UNIT RESIDENTIAL DEVELOPMENT	SECTION	FIRST FLOOR PLAN	DATE	10/05/2019	SCALE	1:100	PROJECT NO.	TP006

Superdraft

GRO UND FLOOR PLAN
1:100

WHITEHORSE ROAD



CLIENT COPY
NOT FOR REVIEW
FOR CONSTRUCTION

TABLE 1: SUMMARY OF LAND USES

NO.	LAND USE	AREA (SQ. M.)	PERCENTAGE (%)
1	RESIDENTIAL	1,200.00	10.00
2	COMMERCIAL	800.00	6.67
3	INDUSTRIAL	1,000.00	8.33
4	RECREATION	1,500.00	12.50
5	AGRICULTURE	1,000.00	8.33
6	FOREST	1,000.00	8.33
7	WATER	1,000.00	8.33
8	ROADS	1,000.00	8.33
9	UTILITIES	1,000.00	8.33
10	OTHER	1,000.00	8.33
TOTAL	12,000.00	100.00	

TABLE 2: SUMMARY OF BUILDING VOLUMES

NO.	BUILDING TYPE	VOLUME (CU. M.)	PERCENTAGE (%)
1	RESIDENTIAL	1,200.00	10.00
2	COMMERCIAL	800.00	6.67
3	INDUSTRIAL	1,000.00	8.33
4	RECREATION	1,500.00	12.50
5	AGRICULTURE	1,000.00	8.33
6	FOREST	1,000.00	8.33
7	WATER	1,000.00	8.33
8	ROADS	1,000.00	8.33
9	UTILITIES	1,000.00	8.33
10	OTHER	1,000.00	8.33
TOTAL	12,000.00	100.00	

TOTAL SITE
TOTAL DEVELOPMENT
TOTAL CEMENT
TOTAL FLOOR AREA
TOTAL VOLUME
TOTAL PERCENTAGE

LEGEND

- 1. RESIDENTIAL
- 2. COMMERCIAL
- 3. INDUSTRIAL
- 4. RECREATION
- 5. AGRICULTURE
- 6. FOREST
- 7. WATER
- 8. ROADS
- 9. UTILITIES
- 10. OTHER

PROJ. NO. 1001

PROJ. NAME: PROPOSED MULTI-TENANT RESIDENTIAL DEVELOPMENT

PROJ. LOCATION: 84 WHITEHORSE ROAD, BLACKBURN, VIC 3103

PROJ. DATE: 05/16/19

PROJ. NO. 1001

PROJ. NAME: PROPOSED MULTI-TENANT RESIDENTIAL DEVELOPMENT

PROJ. LOCATION: 84 WHITEHORSE ROAD, BLACKBURN, VIC 3103

PROJ. DATE: 05/16/19

PROJ. NO. 1001

PROJ. NAME: PROPOSED MULTI-TENANT RESIDENTIAL DEVELOPMENT

PROJ. LOCATION: 84 WHITEHORSE ROAD, BLACKBURN, VIC 3103

PROJ. DATE: 05/16/19

PROJ. NO. 1001

PROJ. NAME: PROPOSED MULTI-TENANT RESIDENTIAL DEVELOPMENT

PROJ. LOCATION: 84 WHITEHORSE ROAD, BLACKBURN, VIC 3103

PROJ. DATE: 05/16/19

PROJ. NO. 1001

PROJ. NAME: PROPOSED MULTI-TENANT RESIDENTIAL DEVELOPMENT

PROJ. LOCATION: 84 WHITEHORSE ROAD, BLACKBURN, VIC 3103

PROJ. DATE: 05/16/19

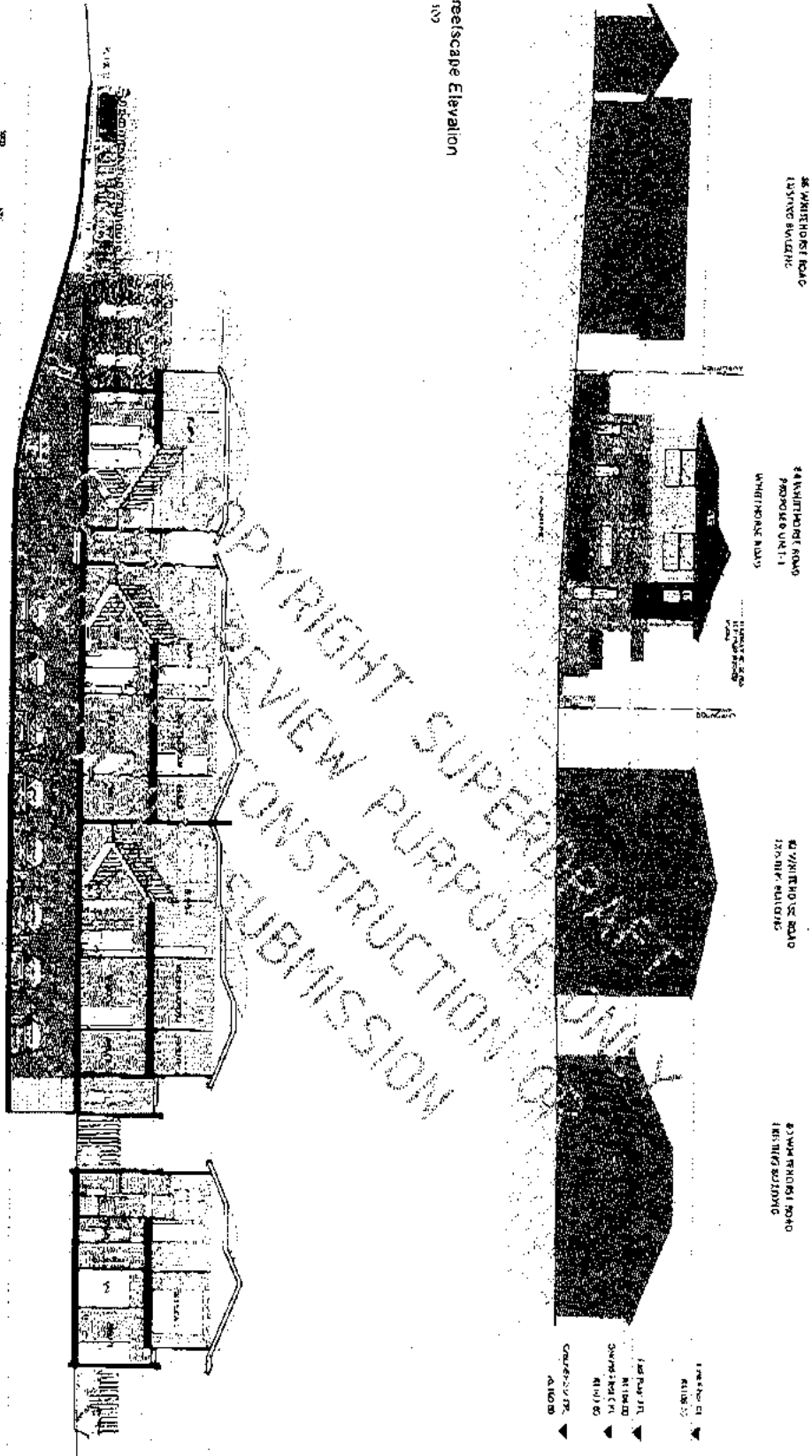
PRELIMINARY ONLY, NOT FOR CONSTRUCTION

TP005

Supercraft

Longitudinal Section through
Ramp

Streetscape Elevation



PROJECT
PATRICK KAMU
PROPOSED MULTITUMIT
RESIDENTIAL DEVELOPMENT

DESCRIPTION

DATE

TITLE
STREETSCAPE ELEVATION & SECTION
84 WHITEHORSE ROAD, BLACKSLAW, VIC

MODIFIED BY
DATE
SCALE

TP009

PRELIMINARY ONLY. NOT FOR CONSTRUCTION

- LEGEND
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Whitehorse City Council
379-397 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
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Thursday, October 03, 2019

Application Number: WH/2016/1136
Enquiries: Wick Abeysinghe
Telephone: 9262 7585

Mr P Kanjanakan
84 Whitehorse Road
BLACKBURN VIC 3130

Dear Sir/Madam,

EXTENSION OF TIME REQUEST

ADDRESS: 84 WHITEHORSE ROAD, BLACKBURN (LOT 2 LP 65176)

I refer to your letter dated 2 August 2019, in which you have requested an extension of time in respect of Planning Permit WH/2016/1136.

I advise that pursuant to Section 69 of the Planning & Environment Act 1987, your request has been approved.

A further 2 year extension has been granted. The new commencement expiry date and completion expiry date for Planning Permit WH/2016/1136 is outlined below.

Commencement Expiry Date 24-Aug-2021

Completion Expiry Date 24-Aug-2023

Please note that new controls under Clause 42.03 – Significant Landscape Overlay (Schedule 9) of the Whitehorse Planning Scheme have been introduced to the subject site which may require the planning permit to be amended to include removal of vegetation or buildings and works within 4m of trees before works can commence.

If you have any enquiries regarding this matter please contact me on the above telephone number.

Yours faithfully

Wick Abeysinghe
Development Planner
Planning and Building

Planning Assessment Report

Buildings & Works for the Construction of Four Dwellings on a Lot



84 Whitehorse Road, Blackburn VIC 3130

Prepared by:	Universal Planning
Address:	PO Box 234 Doncaster heights VIC 3109
Telephone:	044 8147 238
Email:	info@universalplanning.info

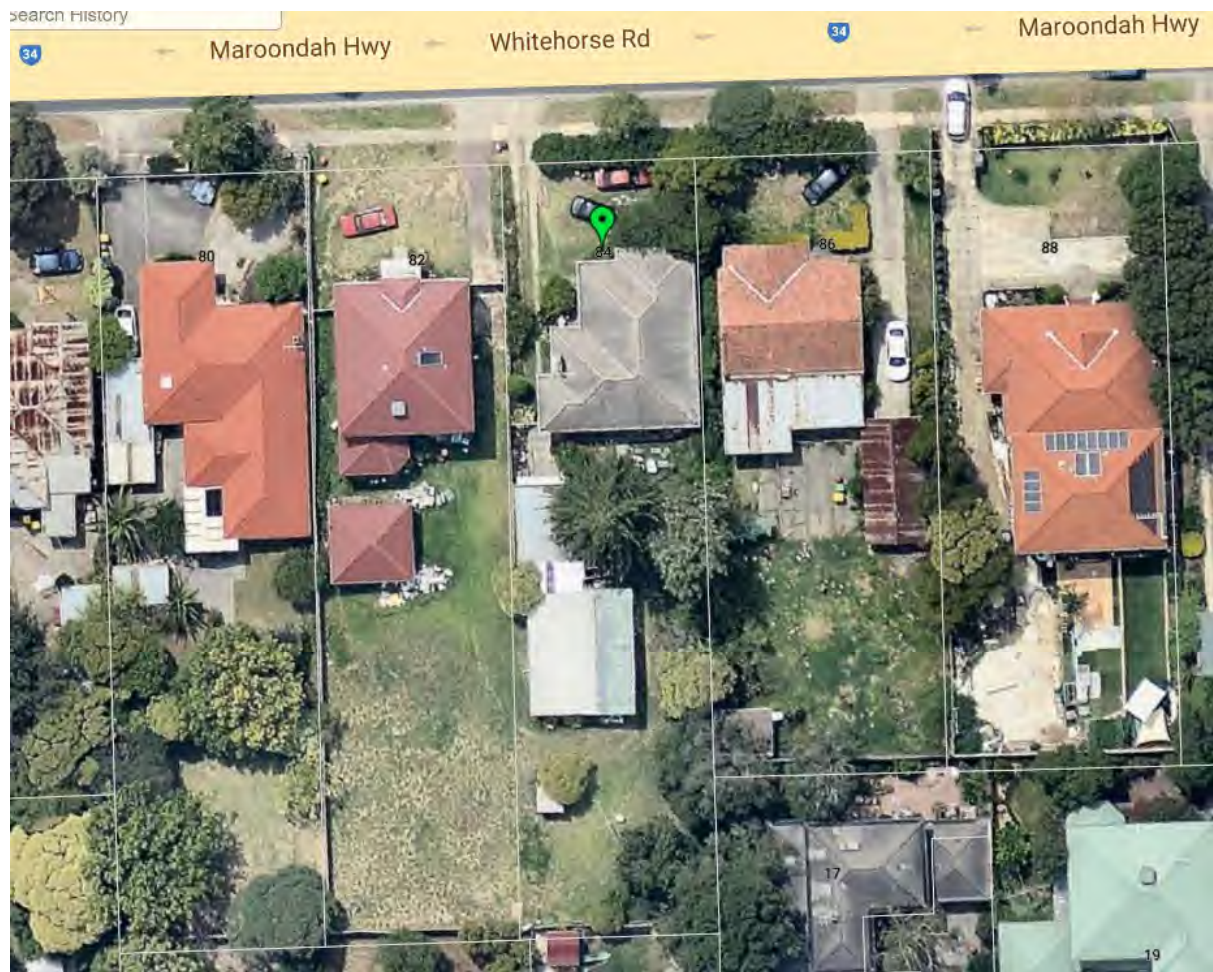
1.0 Introduction and Overview

Universal Planning has been engaged by the Registered Proprietor to provide a planning assessment of a proposed four dwelling development (3 x 3 bedrooms and 1 x 4 bedrooms) at 84 Whitehorse Road, Blackburn (City of Whitehorse), formally described as Lot 2 on PS 065176. In addition to assessing the application against the planning scheme provisions, this report will measure the development against the relevant State and Local Planning policies. In summary, we conclude that the proposed development of six additional dwellings within the Residential Growth Zone is acceptable and respectful to the neighbourhood and streetscape character, meets the planning scheme criteria of the City of Whitehorse and is Rescode (Clause 55) compliant.

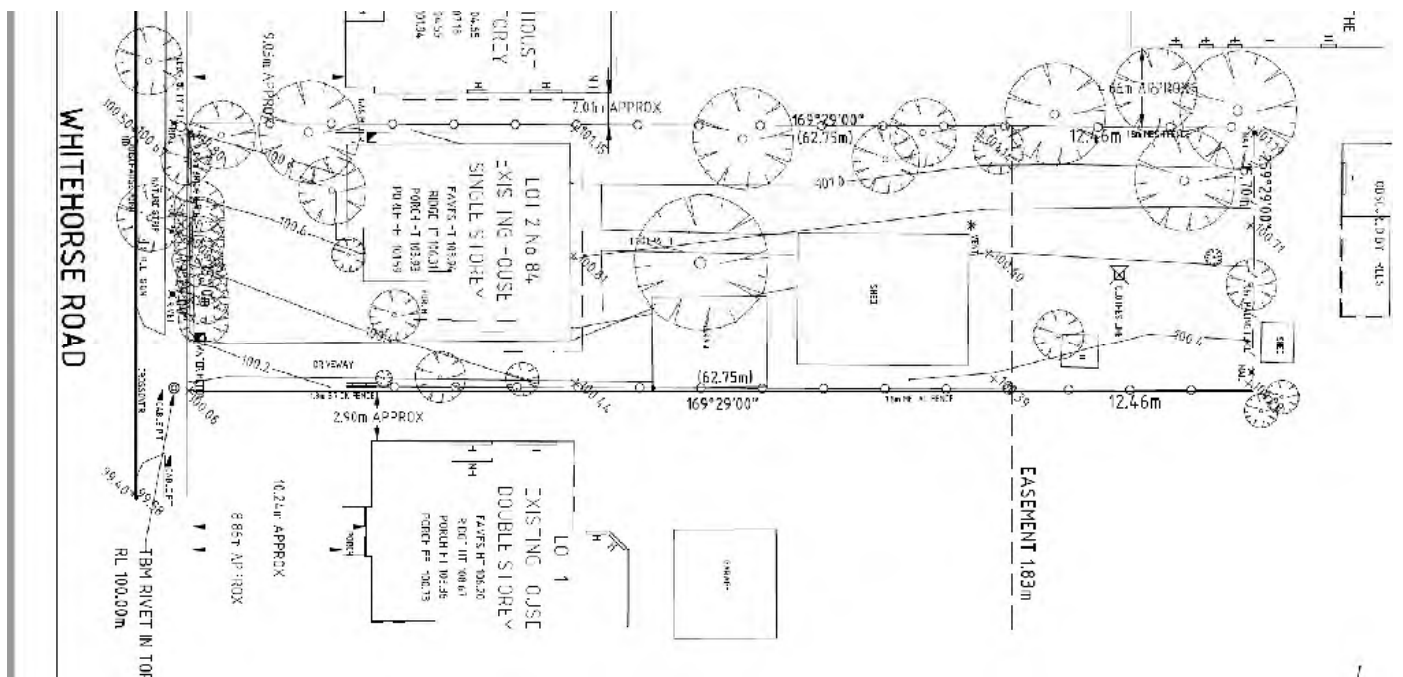
2.0 Location and Surrounds

The (approx.) 985.17 sqm subject land is situated on the southern side of Whitehorse Road and has a northern frontage to the road of 15.70 metres, a western frontage adjoining number 82 of 62.75 metres, a southern boundary (adjoining 15 Lithgow Ave) of 15.70 metres and an eastern boundary (abutting number 86) of 62.75 metres. The land currently contains a single storey dwelling with a tiled pitched roof and a rear garage and sheds, all structures will be demolished in the event of a permit being issued. A 1.83 metre wide easement runs to the rear of the subject property in a east - west direction. No structures are to be built across the easement.

Abutting the subject site on the western boundary is a double storey dwelling setback 10.24 metres from the street. To the south (Lithgow Ave) is a split single storey dwelling and to the east (#86) is a single storey dwelling setback 9.03 metres from Whitehorse Road.



Aerial of the subject site (Near Maps February 7, 2017).



Feature Survey (Source: Intrax). North



View of existing, photo 2/12/2016



Existing crossover to be retained and upgraded, photo 2/12/2016.



As above, photo 2/12/2016



Along the western boundary as the property adjoins #82, photo 2/12/2016.



Windows of #82 as viewed from the subject property, photo 2/12/2016.



View of the eastern boundary, photo 2/12/2016



Structures to the rear of the subject property (view south west), photo 2/12/2016.



Rear view of #86 as it adjoins the subject property to the east, photo 2/12/2016



Rear view of SPOS of #86, photo 2/12/2016



Window of 17a Lithgow Ave, photo 2/12/2016.



South west view, photo 2/12/2016.



Western view, photo 2/12/2016



15 Lithgow Avenue, adjoining the subject site to the south, photo 2/12/2016.



As above, photo 2/12/2016.



Rear view of #82 as it adjoins the subject site to the west, photo 2/12/2016.



Fence line of #13 Lithgow Ave, photo 2/12/2016.



Rear view of the subject site, photo 2/12/2016.



Rear view of the subject site, view west, photo 2/12/2016.



Rear view of #82, photo 2/12/2016.



Storage of #82, photo 2/12/2016.



#82 as it adjoins the subject site to the west, photo 2/12/2016.



Whitehorse Road, west facing (towards box hill), photo 2/12/2016.



East facing Whitehorse Road, good pedestrian access to the railway station, photo 2/12/2016



Bus stop, approx. 84 metres from subject property, services to Box Hill, Doncaster and Ringwood, photo 2/12/2016.



This local park is approx. 185 metres from the subject site, photo 2/12/2016.



As above, photo 2/12/2016.



#74 Whitehorse Road, photo 2/12/16.



76 Whitehorse Road, 3 dwellings, photo 2/12/2016.



78 Whitehorse Road, photo 2/12/2016.



#80 Whitehorse Road, photo 2/12/16.



#86 adjoins the subject site to the east, photo 2/12/2016.



#61-63 Whitehorse Road, photo 2/12/2016.



#88 Whitehorse Road, photo 2/12/2016.



#65 Whitehorse Road, photo 2/12/2016



#67 Whitehorse Road, photo 2/12/2016.



#90 Whitehorse Road, photo 2/12/2016.



#69 Whitehorse Road, photo 2/12/2016.



#71 Whitehorse road, photo 2/12/2016.



#92 Whitehorse Road, photo 2/12/2016.



#73 Whitehorse Road, photo 2/12/2016



#75a Whitehorse Road, (two dwellings), photo 2/12/2016.



#77-79 Whitehorse Road, photo 2/12/2016.



#96 Whitehorse Road, photo 2/12/2016



Blackburn Railway Station, 476 metres from the subject property, photo 2/12/2016.



Bus interchange at the railway station, photo 2/12/2016.



Blackburn Primary School, 864 metres away, photo 2/12/2016.



Box Hill High School, 967 metres away, photo 2/12/2016.



Box Hill Major Activity Centre, 2.1 km to the west, photo 2/12/2016.

3.0 Zoning, Overlays & Permit Trigger

The subject property is zoned Residential Growth Zone (Schedule 2) under the City of Whitehorse Planning Scheme. No overlays apply.



Zoning Map indicating the property zoned “Residential Growth Zone (2)”

There are a number of purposes of the Residential Growth Zone, however of relevance to this particular planning application are;

- *To provide housing at increased densities in buildings up to and including four storey buildings.*
- *To encourage a diversity of housing types in locations offering good access to services and transport including activities areas.*
- *To encourage a scale of development that provides a transition between areas of more intensive use and development and areas of restricted housing growth.*

As we have highlighted above, the subject site is well located near schools, shopping, reserves and public transport and is well positioned as a redevelopment site.

The permit trigger for this development is Clause 32.07-4, whereby a permit is required to construct two or more dwellings on a lot. Under Clause 32.07-5 the requirements of Clause 55 of the planning scheme are to be met.

It is noted that there are a number of variances to the requirements of Clause 55 as contained in Schedule 2 as follows:

4.0 Overview of Proposed Development.

This application seeks approval for the development of four double storey dwellings, (dwellings 1 -3 are 3 bedrooms and dwelling 4 is 4 bedrooms) in a tandem formation.

The development summary is as follows:

Site Area	985 sqm
Total Site Coverage	60%
External Hard Surfaces	70%
Total Permeable Surface	30%

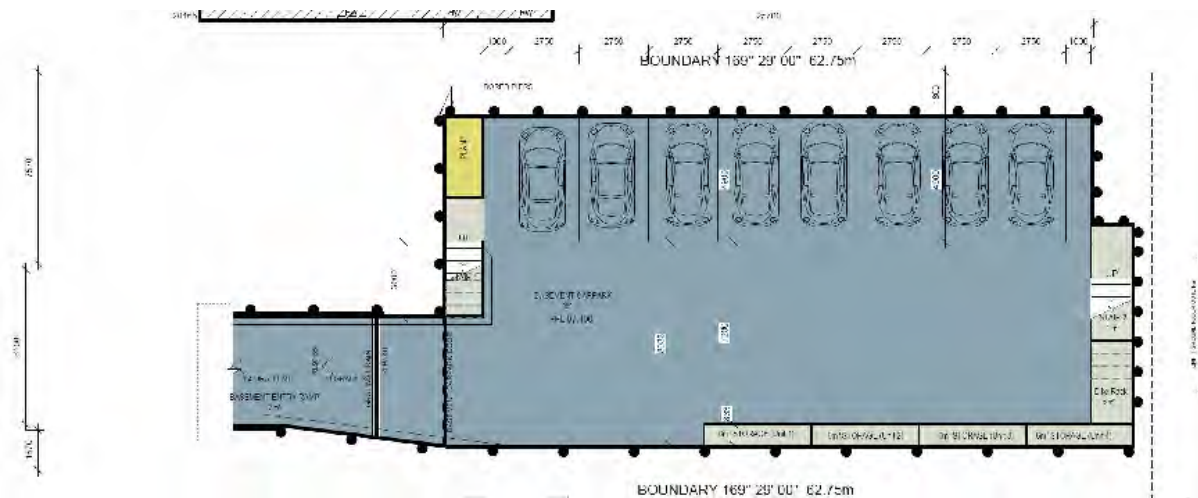
POS and heights of each dwelling:

	SPOS	Maximum Building Height*
Dwelling 1:	35 sqm	7.395 metres
Dwelling 2:	35 sqm	7.710 metres
Dwelling 3:	35 sqm	7.710 metres
Dwelling 4:	38 sqm	7.810 metres

(*Max height to NGL)

Parking is provided to the basement of the development, where parking is provided for 8 vehicles, meeting the required number of spaces (no visitor parking is required).

The configuration of the parking has been assessed by a traffic report which accompanies this application.



Parking provided to the basement of the development.

The internal configuration of each dwelling is as follows:

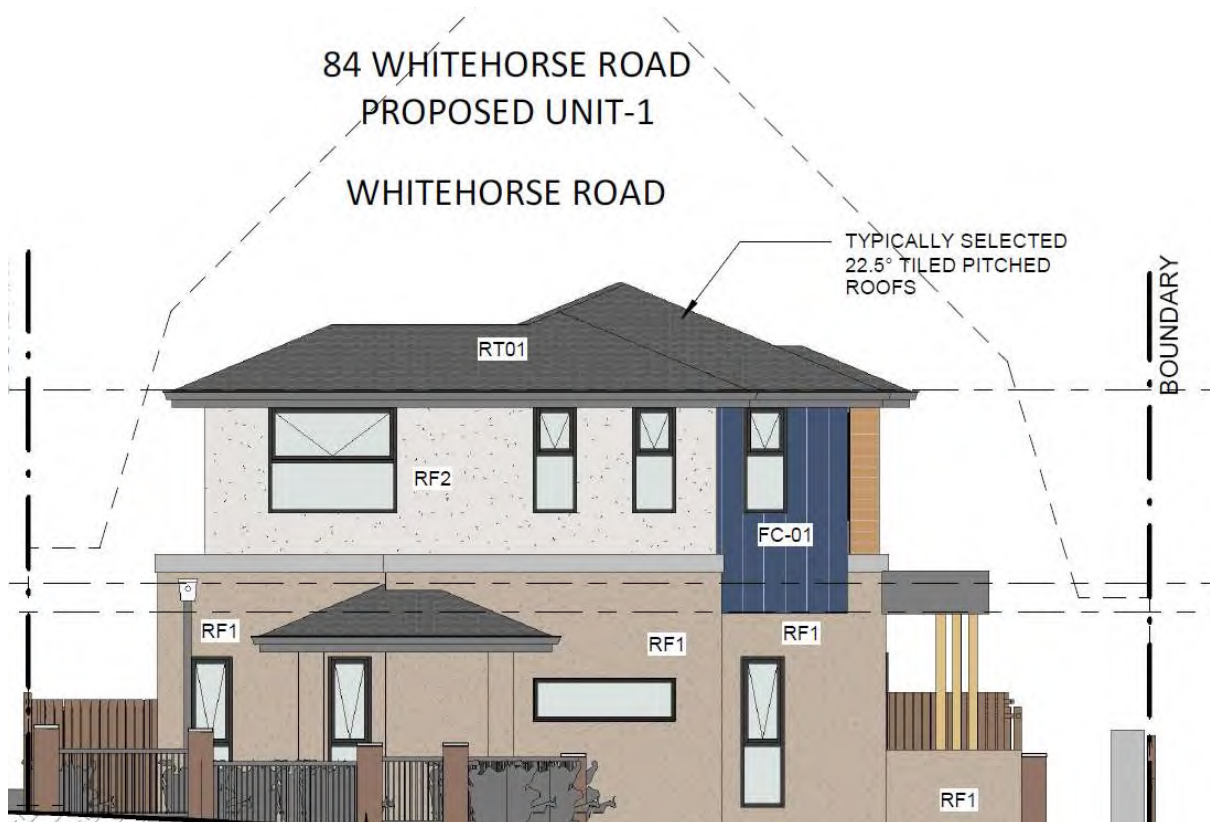
Dwelling 1:

(3 bedrooms, 2 storey, parking for 2 vehicles via underground parking)

Ground floor: Entry/porch, family room, dining, open style kitchen, Bedroom 1, toilet for guests, shower and outdoor decking (accessed at grade, allowing those with limited mobility to access the outdoor). Access to the SPOS is via the living room.



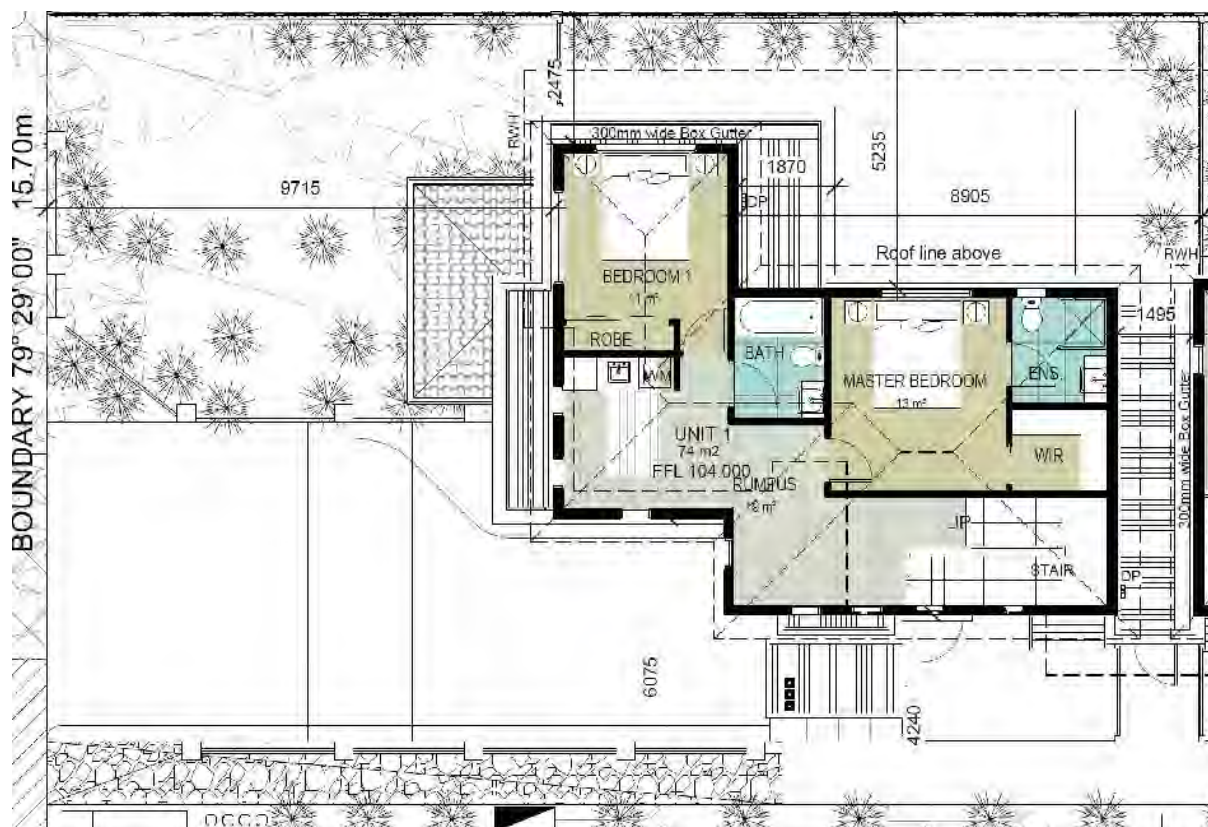
North



Side and rear setbacks (GF):

Orientation	Min	Max
North (facing Whitehorse Road)	7.565 metres	8.565 metres
East	1.800 metres	5.00 metres
West	3.700 metres	XXXX

FF: Master bedroom with WIR, ensuite, rumpus room, bedroom 2 with shared toilet and shower. No balconies are provided off any of the upper floor bedrooms.



FF of dwelling 1.

Side and rear setbacks (FF):

Orientation	Min	Max
North (facing Whitehorse Road)	9.715 metres	9.715 metres
East	2.475 metres	5.235 metres
West	4.240 metres	6.075 metres
South	1.495 metres	1.495 metres

Total Dwelling 124 sqm (GF, FF, Porch)
 GF 81 sqm
 FF 70 sqm
 Porch 4.00 sqm

Dwelling 2:

(3 bedrooms, 2 storey, parking for 2 vehicles via the basement)

Ground floor: Entry/porch, family room, dining, open style kitchen, Bedroom 1, with ensuite, WIR, and outdoor decking (accessed at grade, allowing those with limited mobility to access the outdoor). Access to the SPOS is via the living room.

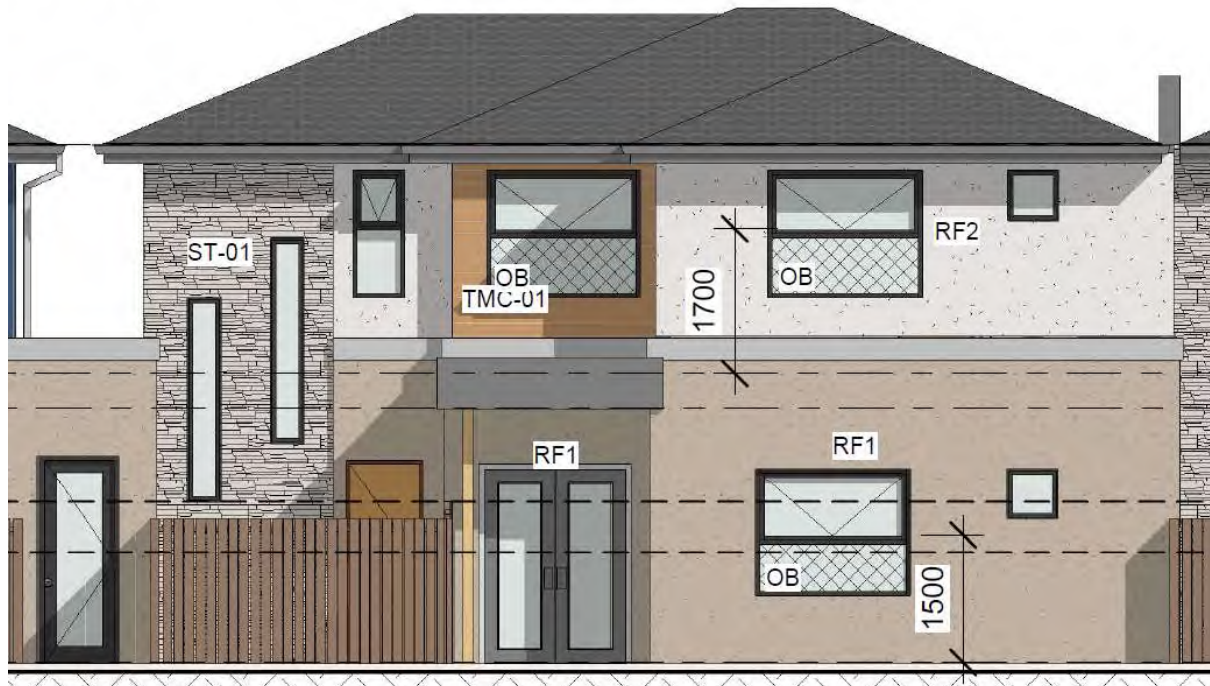


GF of dwelling 2

← North

ILLY SELECTED
LED PITCHED

UNIT 2



How dwelling 2 will present to the west.

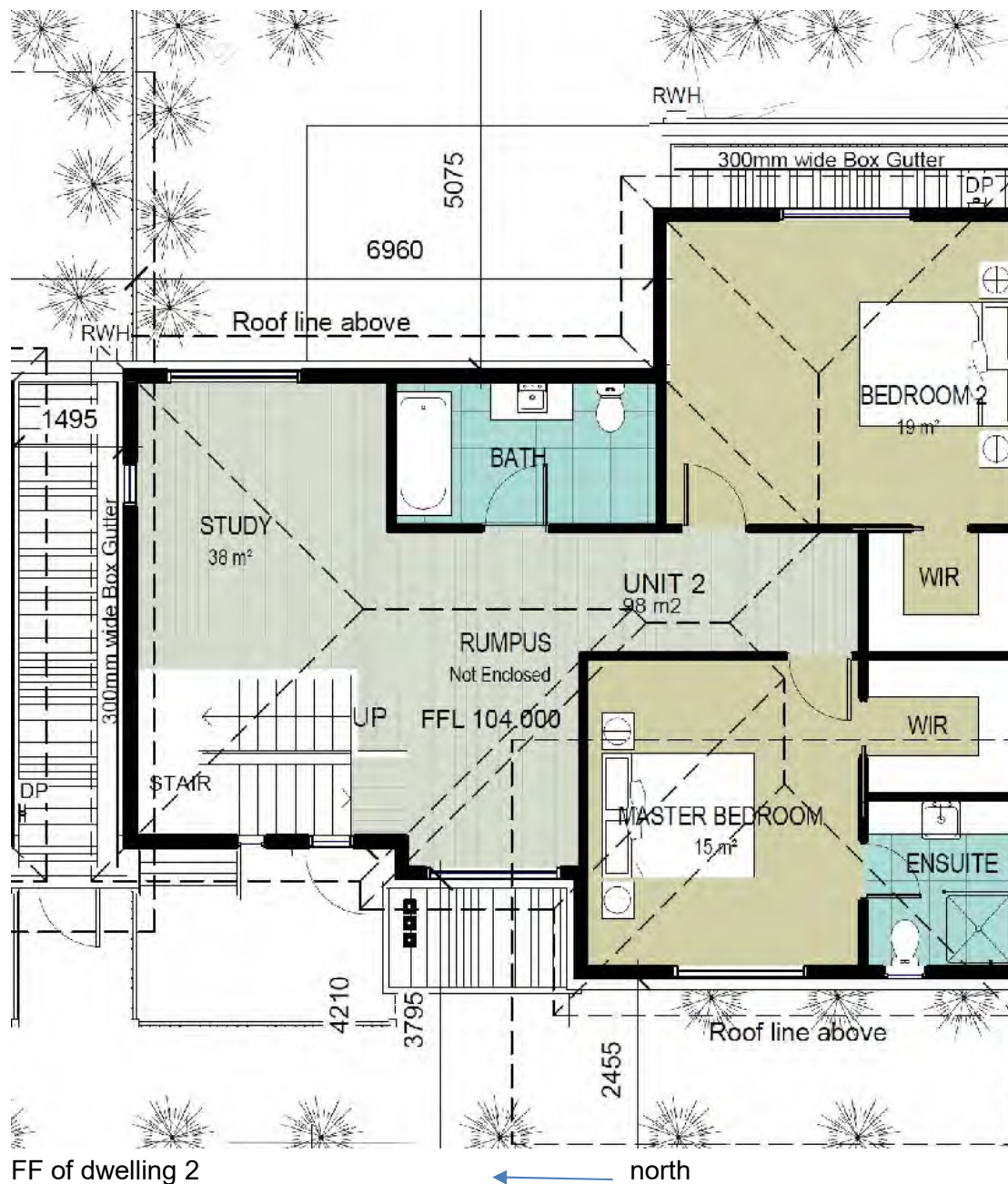
Side and rear setbacks (GF):

Orientation	Min	Max
East	1.800 metres	5.00 metres
West	2.335 metres	3.700 metres

FF: Master bedroom with WIR, ensuite, rumpus room and study, bedroom 2 with shared toilet and shower. No balconies are provided off any of the upper floor bedrooms.

Side and rear setbacks (FF):

Orientation	Min	Max
North	1.495 metres	1.495 metres
West	2.455 metres	4.210 metres
East	2.925 metres	5.075 metres



Total dwelling size	213 sqm (GF, FF and Decking)
GF	108 sqm
FF	101 sqm
Porch	4.00 sqm

Dwelling 3:

(3 bedrooms, 2 storey, basement parking for 2 vehicles)

Ground floor: Entry/porch, family room, dining, open style kitchen, Bedroom 1, with ensuite, WIR, and outdoor decking (accessed at grade, allowing those with limited mobility to access the outdoor). Access to the SPOS is via the living room.



GF of dwelling 3.

Side and rear setbacks (GF):

Orientation	Min	Max
East	1.800 metres	5.150 metres
West	3.700 metres	XXXX metres

UNIT 3

TYPICAL
22.5"
ROOF

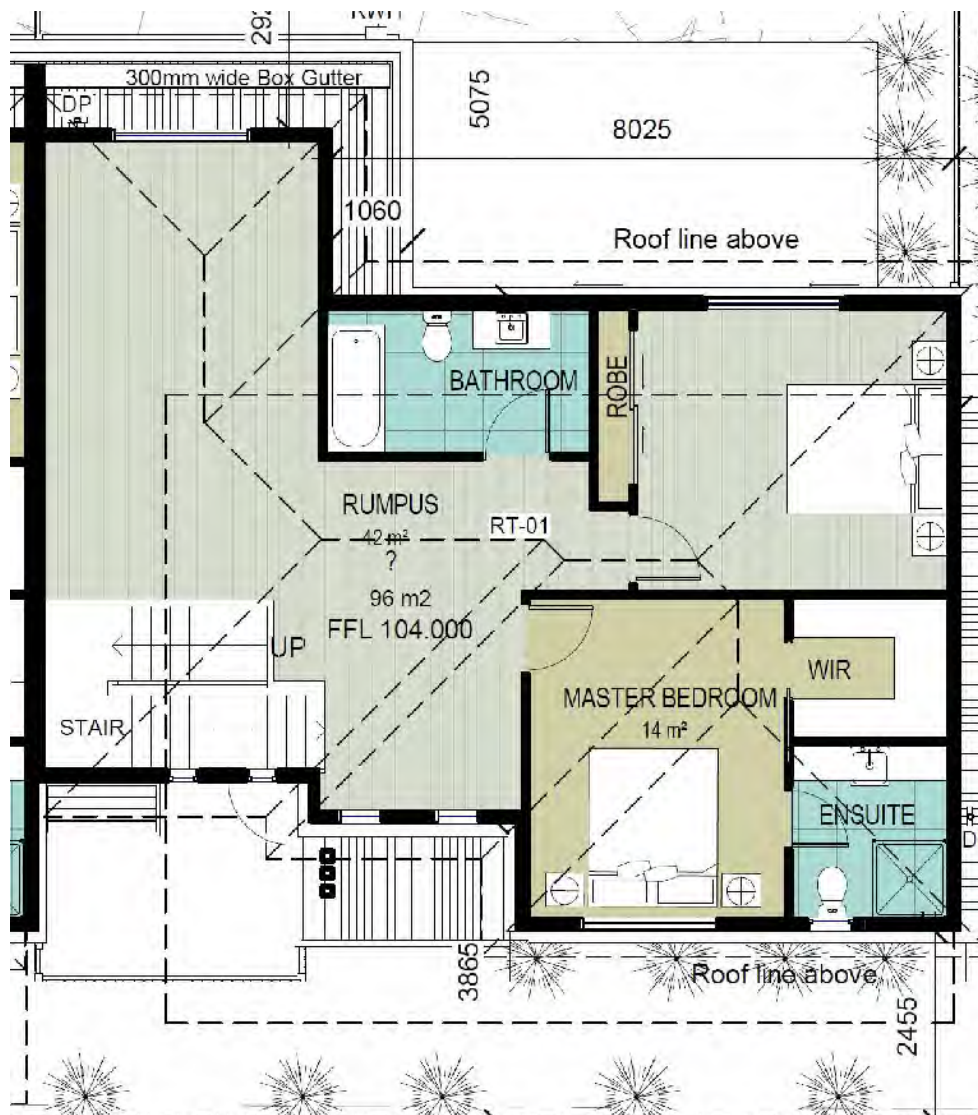


Western elevation of dwelling 3

FF: Master bedroom with WIR, ensuite, rumpus room, bedroom 2 with shared toilet and shower. No balconies are provided off any of the upper floor bedrooms.

Side and rear setbacks (FF):

Orientation	Min	Max
South	4.375 metres	4.375 metres
West	2.455 metres	3.865 metres
East	2.925 metres	5.075 metres



FF of dwelling 3

Total dwelling size 226 sqm (GF, FF and Porch)
 GF 120 sqm
 FF 96.00 sqm
 Porch 5.00 sqm

Side and rear setbacks (GF):

Orientation	Min	Max
North	6.517 metres	6.517 metres
South	3.03 metres	3.03 metres
East	1.800 metres	5.150 metres
West	3.700 metres	XXXX metres

(4 bedrooms, 2 storeys, basement parking for 2 vehicles)

Ground floor: Entry/porch, family room, dining, open style kitchen, Bedroom 1 (with side decking), with ensuite, WIR, and outdoor decking accessed from the living room (accessed at grade, allowing those with limited mobility to access the outdoor).



FF of dwelling 4

← North



How dwelling 4 will appear from the rear (south).

Side and rear setbacks (GF):

Orientation	Min	Max
East	1.800 metres	5.870 metres
North	6.517 metres	6.517 metres
West	1.00 metres	3.10 metres
South	3.030 metres	3.030 metres

FF: Master bedroom with WIR, ensuite, rumpus room, bedrooms 2 & 3 with shared toilet and shower. No balconies are provided off any of the upper floor bedrooms.

Side and rear setbacks (FF):

Orientation	Min	Max
South	3.340 metres	3.925 metres
West	1.645 metres	3.100 metres
East	1.920 metres	7.410 metres
North	4.375 metres	6.670 metres



FF of dwelling 4.

Total dwelling size	192 sqm (GF, FF and Porch)
GF	97.00 sqm
FF	90.00 sqm
Porch	5.00 sqm

5.0 State Planning Policy Framework (SPPF)

Of relevance to this planning application are the following SPPF objectives:

Clause 15.01-1 (*Urban Design*) which seeks to create urban environments that are safe, functional and provide good quality environments with a sense of place and cultural identity.

Clause 15.01- 4 (*Design for Safety*) seeks to improve community safety and encourage neighbourhood design that makes people safe.

Clause 15.01-5 (*Cultural Identity and Neighbourhood Character*) seeks to recognise and protect identity, neighbourhood character and a sense of place.

Clause 15.02-1 (*Energy and Resource Efficiency*) seeks to encourage land use and development that is consistent with the efficient use of energy and the minimisation of greenhouse gas emissions.

Clause 16.01-1 (*Integrated Housing*) seeks to promote a housing market that meets community needs.

Clause 16.01-2 (*Location of Residential Development*) seeks to locate new housing in or close to activity centres and employment corridors and at other strategic redevelopment sites that offer good access to services and transport.

Clause 16.01-4 (*Housing Diversity*) seeks to provide for a range of housing types to meet increasingly diverse needs.

Clause 18.02-5 (*Car Parking*) seeks to ensure an adequate supply of car parking that is appropriately designed and located.

We are of the view that this application has met the above objectives and strategies of the SPPF by:

- Respects the neighbourhood character by the dwellings design, shape, materials and scale.
- Ensures that the design responds to the existing sense of place and identity.
- Provides for a range of housing types by ensuring the proposed housing stock matches the changing demand within the Blackburn area.
- Contributes to the housing target of the City of Whitehorse (Clause 21.06-2 “Accommodating an additional 12,997 dwellings to house the projected population growth in the City to 2036”).

Design Response to the Objectives and Standards of Clause 55 of the Whitehorse City Council Town Planning Scheme.

Clause 55 applies to the construction of two or more dwellings on a lot. Its purpose is to encourage residential development that provides reasonable standards of amenity for existing and new residents and for development that is responsive to the site and the neighbourhood. As a requirement, a development;

- *Must* meet all of the objectives of the clause and;
- *Should* meet all of the standards of the clause.

Standard B1: Neighbourhood Character Objectives

To ensure that the design respects the existing neighbourhood character or contributes to a preferred neighbourhood character.

To ensure that development responds to the features of the site and the surrounding areas.

- The proposed dwellings are appropriate to the neighbourhood and the surrounding area.
- The building materials, design and shape of the dwellings ensure that they fit into the surrounding area.
- The proposed development meets the policy objectives of Council's Preferred Neighbourhood Character Statement.

Standard B2: Residential Policy Objectives

To ensure that residential development is provided in accordance with any policy for housing in the State Planning Policy Framework and the Local Planning Policy Framework including the MSS and local planning policies.

To support medium densities in areas where development can take advantage of public transport and community infrastructure and services.

- The proposed development of the land for an additional 4 dwellings is consistent with the State Planning Policy Framework, the Local Planning Policy Framework of the Whitehorse City Council Planning Scheme and Council's Municipal Strategic Statement.
- The development can readily take advantage of public transport and community infrastructure with services located nearby and within walking distance from the subject site.
- The quality in design, internal spacing and ease of accessibility to shopping, community centres and public transport will ensure that the development provides a good standard of amenity for future residents and good standard for future development in the area.

- The proposed development complies with the State Governments initiatives of Urban Consolidation, will not cause detriment to the amenity of adjoining properties and will not be out of character with the area.

Standard B3: Dwelling Diversity Objective

To encourage a range of dwelling sizes and types in developments of ten or more dwellings.

- This standard does not apply.

Standard B4: Infrastructure Objectives

To ensure development is provided with appropriate utility services and infrastructure.

To ensure development does not unreasonably overload the capacity of utility services and infrastructure.

- The proposed development will not represent any unreasonable burden on existing services and facilities.

Standard B5: Integration with the Street Objective

To integrate the layout of development with the street.

- Meaningful landscaping opportunities can be provided to the front of the development to soften the appearance of the built form to Whitehorse Road.
- The height of the dwellings do not exceed the 13.5 metre requirement.
- Good vehicular and pedestrian access is provided to all 4 dwellings.

Standard B6: Street Setback Objective

To ensure that the setbacks of buildings from a street respect the existing or preferred neighbourhood character and make efficient use of the site.

- The proposed development complies with this objective.

Standard B7: Building Height Objective

To ensure that the height of buildings respects the existing or preferred neighbourhood character.

- The dwellings do not exceed the 13.5 metre requirement.

Standard B8: Site Coverage

To ensure that the site coverage respects the existing or preferred neighbourhood character and responds to the features of the site.

- The proposed site coverage is 60%.
- The site coverage does not exceed the 60% requirement.

Standard B9: Permeability Objectives

To reduce the impact of increased stormwater runoff on the drainage system

To facilitate on-site stormwater infiltration.

- Permeability at 30% well exceeds the 20% min.
- The proposed development will not cause an increase in stormwater runoff.
- There are no constraints imposed by existing development or the features of the site.

Standard B10: Energy Efficient Objectives

To achieve and protect energy efficient dwellings and residential buildings.

To ensure the orientation and layout of development reduce fossil fuel energy use and make appropriate use of daylight and solar energy.

- The proposed dwellings achieve 6 star ratings.
- There is appropriate solar access to abutting properties.
- Thermal mass in timber floor, maximise windows to living areas facing north, carpets to the bedroom areas, tiles to wet floors, seal external doors, increase external wall insulation to bulk insulation will provide for an energy efficient dwellings.
- North facing solar tiles can be installed for dwellings 1 & 4.

Standard B11: Open Space Objective

To integrate the layout of development with any public and communal open space provided in or adjacent to the development.

- This standard does not apply.

Standard B12: Safety Objective

To ensure the layout of development provides for the safety and security of residents and property.

- The main entrance to the dwellings is not obscured or isolated.
- The main entrance incorporates features to enable casual surveillance of visitors.
- Front entry porches are provided, ensuring a secure and safe space is offered.
- The upper floor terraces provided additional good surveillance measures.
- The private open spaces of each dwelling will be enclosed with no public access.

Standard B13: Landscaping Objectives

To encourage development that respects the landscape character of the neighbourhood.

To encourage development that maintains and enhances habitat for plants and animals in locations of habitat importance.

To provide appropriate landscaping.

To encourage the retention of mature vegetation on the site.

- The site is not situated in an area of habitat importance.
- By nature of the size of the POS to either dwelling, good planting and landscaping can be provided throughout the site.
- There are no walls on boundaries to neighbouring properties.

Standard B14: Access Objectives

To ensure vehicle access to and from a development is safe, manageable and convenient.

To ensure the number and design of vehicle crossovers respects the neighbourhood character.

- Vehicle access to and from the site is safe, manageable and convenient.
- All vehicles can enter and exist in a forward direction.
- Access for emergency vehicles is safe and convenient.

Standard B15: Parking Location Objective

To provide convenient parking for resident and visitor vehicles.

To avoid parking and traffic difficulties in the development and the neighbourhood

To protect residents from vehicle noise within developments.

- Basement car parking been provided and meets the design guidelines of Clause 52.06.
- Public transport (bus) is within very close proximity to the site.

Standard B17: Side and Rear Setback Objective

To ensure that the height and setback of a building from a boundary respects the existing or preferred neighbourhood character and limits the impact on the amenity of existing dwellings.

- As no distance is specified in the Schedule to the Zone, the requirements of 1 metre, plus 0.3 metres for every metre of height over 3.6 metres up to 6.9 metres, plus 1 metre for every metre of height over 6.9 metres has been met for each dwelling.

Standard B18: Wall on Boundary Objective

To ensure that the location, length and height of a wall on a boundary respects the existing or preferred neighbourhood character and limits the impact of the amenity of existing dwellings.

- There are no walls on boundary to the adjoining properties.

Standard B19: Daylight to Existing Windows Objective

To allow adequate daylight into existing habitable room windows.

- The proposed dwellings will not dramatically impact on the amenity of the occupants of the proposed adjoining properties.
- The HW of the adjoining properties will not be impacted by this development.

Standard B20: North Facing Windows Objective

To allow adequate solar access to existing north-facing habitable room windows.

- Solar access to the HW of adjoining properties is maintained.

Standard B21: Overshadowing Open Space Objective

To ensure buildings do not significantly overshadow existing secluded private open space.

- The proposed dwellings will not have a detrimental impact on the amenity of the occupants of adjoining properties.
- Overshadowing diagrams are included as part of this application.

Standard B22: Overlooking Objective

To limit views into existing secluded private open space and habitable room windows.

- Sill heights at 1.7 metres above the floor level are provided on the upper floors.
- Windows below the 1.7 metre line are provided with obscure glazing or screen devices.
- This objective has been met.



Unit 4 South Elevation

How overlooking from the upper floor rooms of dwelling 4 (south facing) are treated.

Standard B23: Internal Views Objective

To limit views into the secluded private open space and habitable room windows of apartments and residential buildings within a development.

- As above, obscure glass is provided to the upper floor rear windows thereby ensuring that overlooking into the SPOS of other dwellings is not an issue.

Standard B24: Noise Impacts Objective

To contain noise sources in developments that affect existing dwellings.

To protect residents from external noise.

- The proposed dwellings have been designed to contain noise sources within the site and to protect residents from external noise.
- There are no mechanical plants proposed adjacent to or located near bedrooms of immediately adjacent dwellings.

Standard B25: Accessibility Objective

To encourage the consideration of the needs of people with limited mobility in the design of developments

- The internals of each dwelling can be modified to account for those with limited mobility.
- A Bedroom and kitchen are located on the ground floor of each dwelling.
- The variety of other housing stock in the area (single storey dwellings) would present additional opportunities for those with limited mobility.

Standard B26: Dwelling Entry Objective

To provide each dwelling or residential building with its own sense of identity.

- All dwellings will have their own sense of identity and address.

Standard B27: Daylight to new windows Objective

To allow adequate daylight into new habitable room windows.

- The proposed dwellings have been designed to provide adequate daylight into the new habitable room windows.
- All habitable windows will face at least a space with a minimum area of 3 sqm and a maximum width of 1 meter clear to the sky, a veranda open for at least one third of its perimeter or a carport open on two or more sides and open for at least one third of its perimeter.
- This objective has been met

Standard B28: Private Open Space Objective

To allow adequate private open space for the reasonable recreation and service needs of residents.

- The objective has been met.

Standard B29: Solar Access to Open Space Objective

To allow solar access into the secluded open space of new apartments and residential buildings.

- The objective has been met.

Standard B30: Storage Objective

To provide adequate storage facilities for each dwelling/apartment.

- All dwellings will have secure/lockable storage within the rear yards.
- Storage facilities will not be visible from the street.

Standard B31: Design Detail Objective

To encourage design detail that respects the existing or preferred neighbourhood character.

- The design detail of the proposed dwellings respects the neighbourhood character of the area.
- The height and width, massing and detailing, building materials of the dwellings are designed to both enhance and integrate with the streetscape and surrounding area.
- The development has been designed to respect neighbourhood characteristics.
- The external materials and finishes were carefully selected to compliment the character of neighbouring dwellings.
- Windows and doors are within proportion to the scale of the bulk of the dwellings.

CONCLUSION

The proposed development of 4 additional dwellings meets the objectives and standards of Clause 55 of the Whitehorse City Council Planning Scheme and the State Planning Policies. The proposed dwellings are an appropriate form of housing development in this location that meets the needs and requirements of residents at various stages in their life and provides an excellent standard of housing in the Blackburn area.

Stephen M. O'Brien B.R.T.P (Uni of Qld, 1986)
Director - Universal Planning

March 30, 2016

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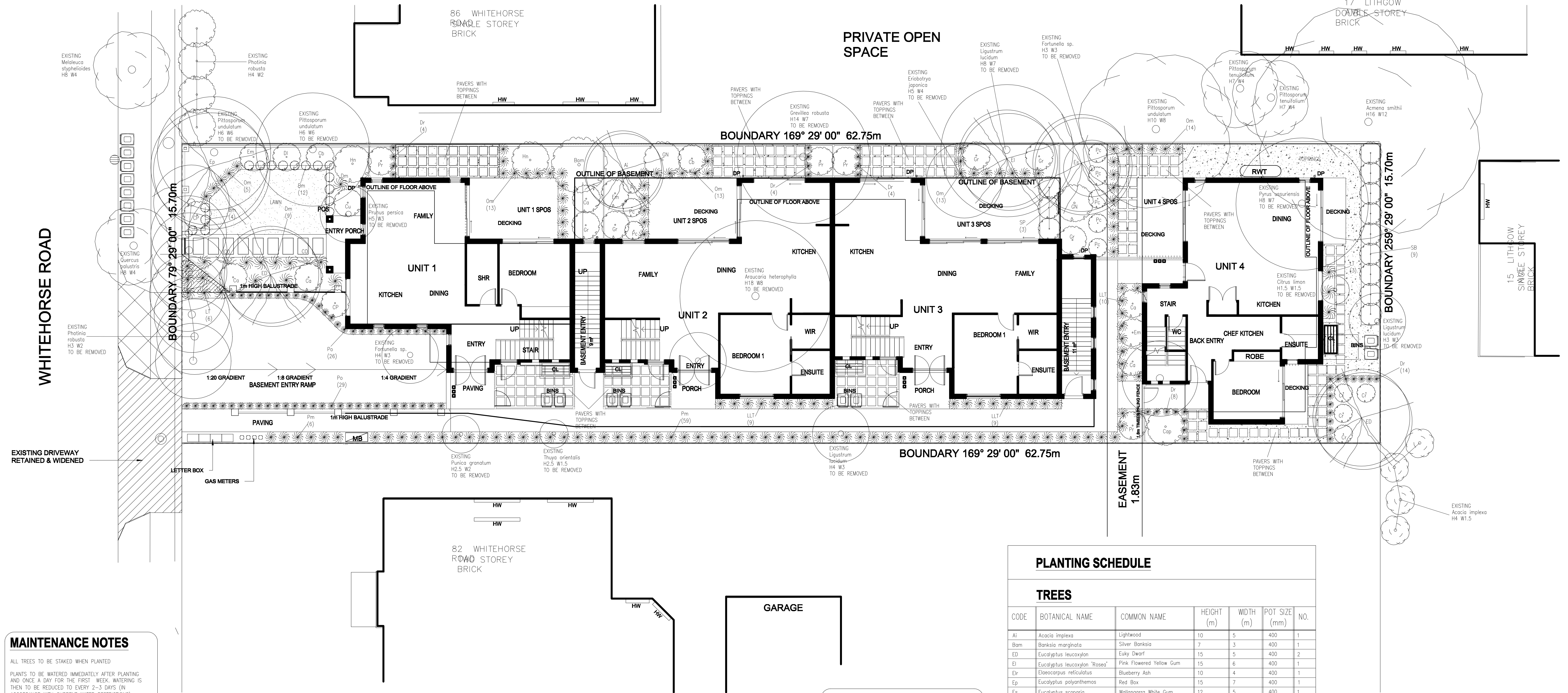
PO Box 234 Doncaster Heights, VIC 3109 (info@universalplanning.info)



044 814 7238

PROPOSED LANDSCAPE PLAN

SCALE 1:100



MAINTENANCE NOTES

ALL TREES TO BE STAKED WHEN PLANTED

PLANTS TO BE WATERED IMMEDIATELY AFTER PLANTING AND ONCE A DAY FOR THE FIRST WEEK. WATERING IS THEN TO BE REDUCED TO EVERY 2-3 DAYS (IN ACCORDANCE WITH CURRENT WATER RESTRICTIONS).

GARDEN BEDS ARE TO BE WEDED EVERY 2 MONTHS FOR THE INITIAL 2 YEAR ESTABLISHMENT PERIOD. GARDEN MULCH IS TO BE REPLISHED EVERY 6 MONTHS FOR THE INITIAL 2 YEAR ESTABLISHMENT PERIOD.

ALL PLANTS ARE TO BE PRUNED AS NECESSARY AND ANY PLANTS THAT HAVE DIED ARE TO BE REPLACED.

LAWNS ARE TO BE MOWED REGULARLY IN ORDER TO MAINTAIN A NEAT AND TIDY APPEARANCE.

TREE PLANTING DETAIL

(not to scale)

SEMI - ADVANCED SPECIMEN TREE

PLAN OF TREE STAKES

3 No. 2400 x 50 x 50MM HARDWOOD STAKES, POINTED AT ONE END AND FREE OF KNOTS, SPLINTERS AND CRACKS. STAKES ARE TO BE DRIVEN INTO THE GROUND CLEAR OF THE ROOT BALL.

HESSIAN TIES WITH 15MM GALVANISED STAPLES TO STAKE IN FIGURE 8 CONFIGURATION AROUND THE TREE.

TOP OF ROOT BALL FLUSH WITH FINISHED LEVEL OF PLANTING HOLE. KEEP TRUNK CLEAR OF MULCH.

75MM HIGH BERM TO FORM WATERING BASIN. DEEP SOAK WITH MIN. 10 LITRES OF WATER.

75MM (MIN.) DEPTH MULCH, BEYOND THE EDGE OF THE HOLE, OVERLAPPING UNDISTURBED SOIL.

PLANT TREE IN SLOPING, SHALLOW HOLE 2-3 TIMES THE WIDTH OF THE ROOT BALL. BACK-FILL WITH SITE SOIL, FIRMLY COMPRESSING.

DEPTH OF PLANTING HOLE SHALL BE NO DEEPER THAN THE HEIGHT OF THE ROOT BALL. MOUND BASE OF HOLE 100MM.

SERVICES

ALL SERVICES SHOULD BE LOCATED ON SITE PRIOR TO ANY WORKS AND CAN BE OBTAINED FROM 'DIAL BEFORE YOU DIG' ON - PHONE 1100 OR www.1100.com.au

DIAL BEFORE YOU DIG
www.1100.com.au

All services indicated are approximate and must be located on site prior to commencement of all works

TREE PROTECTION NOTES

PRIOR TO ANY WORKS COMMENCING ON SITE, ALL TREES AND VEGETATION TO BE RETAINED, INCLUDING OTHER CRITICAL ROOT ZONES AND TREES ON ADJOINING PROPERTIES. THE NATURALITY MUST BE FENCED OFF TO CREATE A PROTECTION ZONE. THE PROTECTION ZONE MUST EXTEND AROUND THE TREE'S CANOPY DRIP-LINE UNLESS AN ALTERNATIVE TREE PROTECTION ZONE HAS BEEN APPROVED BY THE RESPONSIBLE AUTHORITY.

THE FENCE IS TO BE CHAIN LINK OR WIRE MESH, COMPRISE EITHER WOODEN OR STEEL POSTS SET INTO THE GROUND OR ON CONCRETE PADS, AND BE A MINIMUM HEIGHT OF 1.4 METRES. SIGNAGE IS TO BE AFFIXED TO THE FENCE ADVISING THAT THE AREA IS A TREE PROTECTION ZONE AND A NO-NO DEVELOPMENT AREA.

THE FENCE AND SIGNAGE IS TO BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND REMOVED AT THE COMPLETION OF ALL WORKS.

NO TEMPORARY REMOVAL OF THE FENCE, OR ENCROACHMENT INTO THE PROTECTION ZONE IS PERMITTED WITHOUT THE WRITTEN CONSENT OF THE RESPONSIBLE AUTHORITY.

PRIOR TO EXCAVATING THE FENCE AROUND THE TREE PROTECTION ZONE, ALL UNWANTED VEGETATION AND WEED SPECIES MUST BE REMOVED FROM WITHIN THE ZONE, AND THE GROUND WITHIN THE PROTECTION ZONE MUST BE COVERED WITH A LAYER OF WELL COMPOSTED ORGANIC MULCH (MAXIMUM 100MM DEPTH). THE AREA IS TO BE WATERED AT LEAST FORTNIGHTLY THROUGHOUT THE CONSTRUCTION PERIOD.

THE FOLLOWING ACTIVITIES ARE PROHIBITED FROM THE TREE PROTECTION AREA, WITHOUT THE WRITTEN CONSENT OF THE RESPONSIBLE AUTHORITY:

- CONSTRUCTION ACTIVITIES
- DUMPING AND/OR STORAGE OF MATERIALS, GOODS AND/OR SOIL
- TRENCHING OR EXCAVATION
- LOPPING BRANCHES, NAILING OR AFFIXING SIGNS, SERVICE LINES, LIGHTS ETC. TO THE TREES

PRIOR TO ANY WORKS COMMENCING ON SITE, THE RESPONSIBLE AUTHORITY MUST BE CONTACTED TO INSPECT THE TREE PROTECTION FENCING.

NOTES

LAWN AREAS TO BE SEEDED WITH HARDY SPECIES SUCH AS 'SIR WALTER' BUFFALO GRASS.

GARDEN BEDS TO BE COVERED WITH 100MM OF MULCH. MULCH TO BE USED TO BE EITHER EUCALYPTUS OR PINEBARK.

PROPOSED CANOPY TREES TO BE ADVANCED SPECIES WITH A MINIMUM HEIGHT OF 1.5m AT TIME OF PLANTING.

ALL PLANTS USED ARE NATIVE SPECIES AND WHERE POSSIBLE INDIGENOUS SPECIES HAVE BEEN USED.

PLANTINGS OF *Syzygium australe* 'BACKYARD BLISS' ARE TO BE MAINTAINED TO PROVIDE MEDIUM/HIGH SCREENING.

GARDEN AREAS SHALL BE USED AS GARDENS ONLY AND SHALL BE MAINTAINED IN A PROPER, TIDY AND HEALTHY CONDITION TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.

SHOULD ANY TREE OR SHRUB BE REMOVED OR DESTROYED IT MAY BE REQUIRED TO BE REPLACED BY A TREE OR SHRUB OF SIMILAR SIZE AND VARIETY.

ALL SERVICES SHOULD BE LOCATED ON SITE PRIOR TO ANY WORKS AND CAN BE OBTAINED FROM 'DIAL BEFORE YOU DIG' ON - PHONE 1100 OR www.1100.com.au

LEGEND:

- DENOTES EXISTING TREES
- DENOTES PROPOSED TREES
- DENOTES EXISTING TREES TO BE REMOVED.
- DENOTES SHRUBS
- DENOTES GRASSES / LONG-FOLIAGE
- DENOTES GROUNDCOVERS
- DENOTES LAWN AREAS
- DENOTES LILYDALE TOPPINGS OR SIMILAR
- DENOTES CONCRETE PAVERS

PLANTING SCHEDULE						
TREES						
CODE	BOTANICAL NAME	COMMON NAME	HEIGHT (m)	WIDTH (m)	POT SIZE (mm)	NO.
AI	<i>Acacia implexa</i>	Lightwood	10	5	400	1
Bam	<i>Banksia marginata</i>	Silver Banksia	7	3	400	1
ED	<i>Eucalyptus leucocylon</i>	Euky Dwarf	15	5	400	2
El	<i>Eucalyptus leucocylon</i> 'basea'	Pink Flowered Yellow Gum	15	6	400	1
Elr	<i>Elaeocarpus reticulatus</i>	Blueberry Ash	10	4	400	1
Ep	<i>Eucalyptus polyanthemus</i>	Red Box	15	7	400	1
Es	<i>Eucalyptus scoparia</i>	Wallangarra White Gum	12	5	400	1
SHRUBS						
CODE	BOTANICAL NAME	COMMON NAME	HEIGHT (m)	WIDTH (m)	POT SIZE (mm)	NO.
Ca	<i>Correa alba</i>	White Correa	1.5	1.5	150	5
CAB	<i>Correa pulchella</i>	'Autumn Blaze'	0.75	1	150	19
Cap	<i>Callistemon pallidus</i>	Lemon Bottlebrush	3	2	150	1
Cb	<i>Correa baueri</i>	Chef's Hat	1.5	1.5	150	2
CP	<i>Callistemon sp.</i>	'Packer's Selection'	2	1.5	150	2
Cr	<i>Correa reflexa</i>	Native Fuschia	1	1	150	4
Cu	<i>Chamaelacium uncinatum</i>	'Chantilly Lace'	1.5	1.5	150	1
DI	<i>Daviesia latifolia</i>	Hop Bitter-Pea	2	2	150	1
Em	<i>Eriostemon myoporoides</i>	Native Wax Flower	1.5	1.5	150	3
GN	<i>Grevillea sp.</i>	'Ned Kelly'	2	2	150	2
Gr	<i>Grevillea rhytidolia</i>	Deus Grevillea	1.5	1.5	150	5
Hn	<i>Hakea nodosa</i>	Yellow Hakea	3	2	150	2
Pc	<i>Prostanthera cuneata</i>	'Cool Mint'	1	1	150	8
Pr	<i>Prostanthera rotundifolia</i>	Round Leaf Mintbush	2	1.5	150	4
SP	<i>Syzygium australe</i>	'Pinnacle'	3	1	150	3
GROUND COVER						
CODE	BOTANICAL NAME	COMMON NAME	HEIGHT (m)	WIDTH (m)	POT SIZE (mm)	NO.
Bm	<i>Brachycome multifida</i>	Cut-leaf Daisy	0.5	0.5	150	16
CO	<i>Correa pulchella</i>	'Orange Glow'	0.3	0.75	150	2
Dm	<i>Diplazium moraea</i>	'Butterfly Flag'	0.75	0.75	150	10
Dr	<i>Dianella revoluta</i>	'Pettie Marie'	0.4	0.4	Tube	34
LLT	<i>Lomandra longifolia</i>	'Lime Turf'	0.6	0.6	Tube	28
LT	<i>Lomandra longifolia</i>	'Tanika'	0.75	0.75	Tube	9
Om	<i>Orthocentrus multiflorus</i>	Morning Flag	0.6	0.6	Tube	58
Pm	<i>Poa morrisii</i>	Soft Tussock Grass	0.6	0.6	Tube	65
Po	<i>Paterosonia occidentalis</i>	Purple Flag	0.4	0.4	Tube	55

PROPOSED LANDSCAPE PLAN FOR FOUR DWELLING DEVELOPMENT

DATE: 22-3-17	SCALE: 1:100	JOB NUMBER: 17-665	ISSUE: A
DATE: 22-3-17	AMENDMENTS: ORIGINAL ISSUE 'A' - T.O.	DATE:	AMENDMENTS:

JOB ADDRESS: 84 WHITEHORSE ROAD BLACKBURN

FOR: PATRICK KANU

LANDSCAPE DESIGNED BY:

MONARCH GARDEN DESIGN

CONTACT: TREVOR OWEN (Adv. Cert. Hort.)
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cap your footprint



LID Consulting SDA report : 84 Whitehorse Rd, Blackburn

Residential development of 4 townhouses
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17/03/2017

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Executive summary

Project summary

This ESD report is for the proposed residential development of 4 townhouses at 84 Whitehorse Rd, Blackburn and is based on the drawing set provided by Superdraft architects on the 6th March, 2017.

The proposed development advances basic sustainability principles by increasing the potential use of the site, in line with the surrounding environment. In the context of rising living costs and a need to limit use of material, energy and land resources, the proposed development enables a more affordable and energy efficient model of housing.

The expected design life of this development would be in excess of 40 years.

This sustainability report outlines the following measures that meet and often exceed mandatory Environmentally Sustainable Design (ESD) requirements for this type of residential development.

Mandatory guidelines are mainly those from the National Construction Code (NCC) / Building Code of Australia (BCA) and Council planning schemes and are required prior to a building permit being granted. These requirements include:

- Minimum 6 star average energy efficiency ratings for dwellings (NCC/BCA - NatHERS assessments)
- Maximum lighting densities and performance efficiency limits for mechanical heating, cooling and ventilation (NCC/BCA – Volume One Section J and/or Volume Two part 3.12).
- Council planning scheme provisions – more general comments on energy efficiency and stormwater treatment and water efficiency contained in State and Local Planning Provisions and Particular provisions.
- Built Environment Sustainability Scorecard (BESS)
- STORM assessments

The proposed development will comply with these planning scheme requirements.

Generally, other non-mandatory guidelines exist that encourage further levels of sustainability above and beyond the mandatory requirements. These include:

- Green Star tools
- Good design principles

Further good design principles (including Green Star concepts) have also been incorporated where deemed to be relevant in respect to the scope and nature of this development.

Results summary

The initiatives for the proposed development were assessed using the 'Built Environment Sustainability Scorecard' (BESS), obtaining a total score of **53% and passing all mandatory categories.**

Abbreviations used in this report include:

- BCA – Building Code of Australia
- SDAPP – Council Sustainable Design Assessment in the Planning Process
- STEPS – Sustainable Tools for Environmental Performance Strategy
- SDS – Sustainable Design Scorecard
- BESS – Built Environment Sustainability Scorecard
- BADS – Better Apartment Design Standards

Commitment & documentation on plans

The “ESD initiatives” in each section can be included in a notes box on the plans, or the report can be referenced in a single note, such as: “The ESD report associated with these plans forms a part of the town planning submission, it is therefore required to be read in conjunction with drawings’ notes and specifications, and applied accordingly.”

And where applicable, also indicated on the relevant parts of the plans the water tank size and location, raingarden size and location, the openable component of a window, clotheslines, bicycle racks, external materials, solar panels, hot water system type... etc.

1 Energy Efficiency

Goals

- To improve the efficient use of energy by ensuring the development demonstrates potential for ESD initiatives at the planning stage
- To reduce total operating greenhouse gas emissions
- To reduce energy peak demand through particular design measures (eg appropriate building orientation, shading, to glazed surfaces, optimise glazing to exposed surfaces, space allocation for solar panels and external heating and cooling

Initiatives

Energy Rating	Current mandatory 6 star minimum energy efficiency requirements for dwellings will met or exceeded. The development dwellings will achieve an average of 6 stars across the project.	SDAPP – Energy efficiency / BESS tool / BCA (Exceeded)
General insulation comments	Insulation installed in residential dwellings will meet minimum BCA requirements as appropriate to meet 6 star energy ratings. Timber stud wall and ceiling space construction will allow for good levels of insulation as required to meet the 6 star energy rating.	BCA Part 3.12 / Part J
Building sealing	No power data points etc. will be installed on external walls where insulation removal for electrical safety would compromise the external wall envelope. Alternatively, if installed, acoustic fire rated wall boxes will be installed behind these power and data points. Insulation between all windows and wall frames behind architraves will be inspected during an additional inspection by the building surveyor and confirmed before internal plaster lining is fitted.	Additional sustainability practice
Hot water supply	The hot water supply for all will be from solar-boosted gas instantaneous units (minimum 6 stars energy efficiency).	SDAPP - Energy efficiency / BESS tool / STEPS tool
Heating and cooling	Heating and cooling will be efficient inverter reverse cycle air-conditioners within 1 star of the highest efficiency available on the market for the required capacity.	SDAPP - Energy efficiency / BESS tool / STEPS tool
Windows	Windows will be aluminium double glazing as required to meet energy efficiency ratings/performance.	NCC-BCA Section J, NatHERS

Natural ventilation	Where provided, one window or sliding door included on each elevation to each room will be openable to provide natural ventilation and reduce the need for mechanical cooling. The openable component is to be shown on the plans.	Additional sustainability practice
Carpark ventilation	The carpark roller door will contain openings and allow for natural ventilation to reduce the need for operation of mechanical ventilation system.	Additional sustainability practice
CO / CO2 sensors	Carbon monoxide / Carbon dioxide sensors will be installed in the carpark to run mechanical ventilation plant only when required.	CO / CO2 sensors
Lighting	Lighting density in dwellings will be reduced to at least 20% below the maximum allowed by the BCA (e.g. 4W/m ² rather than 5W/m ² .) Good LED residential downlights at 13W now provide better lighting output than 50W halogens so generally make this target easy to achieve.	BCA Part J6 – Additional sustainability practice
Downlights	If installed on upper levels, downlights will be LED IC rated (insulation contact) type, running cooler and more efficiently than halogen type and allowing for insulation to be directly installed over the downlight fitting itself (as per manufacturer's instructions). This will reduce the heat losses and gains through gaps in ceiling insulations. IC rated products are available at comparative prices to non-IC rated LED downlights.	Green Star
External lighting	External lighting to paths and driveways will have a daylight sensor and either timer or motion sensors installed.	BCA Part J6
Clothes drying	Private outdoor clotheslines are provided for each dwelling to remove the need for electric dryers.	STEPS/BESS tool
Energy and water efficient dishwashers	Where installed dishwashers will be minimum 3.5 star energy and 4.0 star water or 3.0 star energy and 4.5 star water.	Green Star
Individual metering of services	Electricity will be individually metered for each dwelling, ensuring energy saving behaviour is rewarded.	Additional sustainability practice
Energy efficient cooking	Kitchen cooktops will be lower greenhouse generating gas or induction type rather than electric coil or ceramic top electric.	Additional sustainability practice

Additional Details

Preview energy ratings

The energy efficiency rating of a development is directly affected by the passive solar design characteristics of dwellings which include the orientation of the residences, windows, window sizes, shading of windows; and also the levels of insulation, window type selected (i.e. single or double glazing with standard or insulated frames) and thermal mass levels within the space. These elements will be combined in such a way to ensure the residences achieve the required 6 star energy efficiency.

A sample of 1 dwellings (Dwelling 4) indicates that the average energy rating achieved for this development is 6 stars. Energy ratings were undertaken on this dwelling to provide a representation of the poorest performing dwelling. Therefore, Dwellings 1 – 3 are likely to perform better than Dwelling 4.

This rating is based on the following assumptions:

- Floor insulation: R2.0 under where there is unconditioned space below.
- Roof/ceiling insulation: R5.0 added insulation with anti-glare foil when exposed to outside air /unconditioned space above.
- External wall insulation: R2.5 added insulation with airgap
- Internal wall insulation: R2.0 added insulation to internal wall frames between conditioned and non-conditioned spaces
- Windows: Aluminium double glazed frame, argon filled gap, clear (U-value = 4.5, SHGC = 0.61)

Downlights

Previously, downlights were installed with clearances around the fitting leaving gaps in the ceiling insulation. This created a point undesirable for heat losses and gains to occur. By installing IC rated downlights, the insulation can be installed without interruption over the downlight.

Example stockists include:

- **Beacon Lighting** Commercial (Victorian head office: 8415 0277 or visit <http://www.beaconlightingcommercial.com.au/lighting/lighting-tips-1/ic-rating.html>). LEDlux models City, Comparda, Element, Infinity and Tone models are IC rated.
- **Rexel Electrical** (Melbourne CBD store: 9670 5522). Atom lighting models AT9012, AT9015, AT9016, AT9020, AT9021, AT9022, AT9027 are IC rated. For technical information, contact Atom lighting head office on (07) 5537 1022
- **Cetraj** (South Melbourne Store: 8632 3100). SAL Sunny Australia Lighting: The Ecogem S9041 model is IC rated and able to be covered by insulation.
- **Bunnings** (Victorian head office: 8831 9777 or visit www.bunnings.com.au). Select Deta LED Downlights rated as IC abutted and covered.

2 Indoor Environment Quality

Background

Access to daylight and sunshine is advantageous to the wellbeing of humans.

Many paints, adhesives, sealants and flooring types contain Volatile Organic Compounds (VOCs) which are released into the air in our homes. Joinery has, over the last 30 years, contained high levels of formaldehyde. VOCs and formaldehyde are recognised as potentially harmful to humans as well as contributors to atmospheric pollution.

Goals

- To achieve a healthy indoor environment quality for the wellbeing of building occupants, including the provision of fresh air intake, cross ventilation and natural daylight.
- To achieve thermal comfort levels with minimised need for mechanical heating, ventilation and cooling.
- To reduce indoor air pollutants by encouraging use of materials with low toxic chemicals levels.
- To minimise noise levels and noise transfer within and between buildings and associated external areas.

Initiatives

Natural ventilation	Dwelling windows will meet or exceed BCA minimum 5% room area allowance. The openable component of is to be shown on the plans.	BCA requirement
	All habitable rooms will include windows with an openable component.	Additional sustainability practice
	There are no habitable rooms with borrowed ventilation.	SDAPP - IEQ
	All ground and first floor openable windows will incorporate or have locks fitted to allow windows to be locked open at night safely allowing overnight ventilation.	Additional sustainability practice
Daylight	Glazing levels will meet the BCA minimum 10% room allowance in all rooms.	NCC-BCA Section F
	There are no saddleback/battle-axe bedrooms included in this development that would prevent daylight getting to half of a room.	Additional sustainability practice
	Light coloured walls internally will help to maximise daylight levels.	Additional sustainability practice
Glare (external sources)	Internal blinds will be installed to manage glare rather than rely on tinted glass.	Green Star - Visual Comfort

Low VOC products	Paints and adhesives are required to be low VOC types or water based. Contractors are required to provide evidence of these.	Green Star / BESS tool
Low formaldehyde products	Engineered wood products (including MDF, particleboard and plywood) will be Class E1 formaldehyde or better. Formaldehyde is used in the production of resins that act as glues for engineered wood products and is a colourless gas with a strong odour. Exposure to formaldehyde can cause irritation in the eyes, nose and throat with various authorities recommend E1 as a maximum emissions class.	Green Star
Green painters quote	A quote will be obtained from accredited green painters on this job - sourced from www.greenpainters.com.au	Additional sustainability practice

Additional details

Low VOC Volatile Organic Compounds is the term used to describe several hundred petrochemical solvent type compounds found in paints, adhesives, sealants carpets, reconstituted wood products, and new furniture. Newer buildings generally have higher concentrations of these VOC's that contribute to headache, lethargy etc. in occupants.

Low VOC product details:

Low VOC paints, adhesives and sealants – the VOC content of paints, adhesives and sealants shall not exceed the levels listed in the table below (VOC limits are less water and exempt compounds) (from the Green Star Design and As Built v1.1 guidelines). Low VOC adhesives and sealants are readily available and can be purchased in bulk to minimise the price premium. Mapei adhesives offer a full low VOC adhesives range.

Product category	Maximum VOC content (g/litre)
General purpose adhesives and sealants	50
Interior wall and ceiling paint, all sheen levels	16
Trim, varnishes and wood stains	75
Primers, sealers and prep coats	65
One and two pack performance coatings for floors	140
Acoustic sealants, architectural sealant, waterproofing membrane and sealant, fire retardant sealant and adhesives	250
Structural glazing adhesive, wood flooring and laminate adhesive and sealants	100

Low VOC paints are readily available at all suppliers:

- Wattyl ID Eco System Low VOC
- Haymes - www.haymespaint.com.au
- Porters Paints - www.porterspains.com
- Bio Products Aust - www.bioproducts.com.au
- Ecolor - www.ecolour.com.au
- Livos - www.livos.com.au
- Murobond - www.murobond.com.au
- Oikos non toxic Paints - www.designerpaintco.com
- The Natural Paint Company - www.naturalpaint.com.au

Low VOC carpets – the VOC content of carpets shall not exceed the levels listed in the table below in accordance with the relevant test protocols (from Green Star Design and As Built v1.1 guidelines).

Test protocol	Limit
ASTM D5116 – Total VOC limit	0.5mg/m ² per hour
ASTM D5116 – 4-PC (4-Phenylcyclohexene)	0.05mg/m ² per hour
ISO 16000/EN13419 – TVOC at three days	0.5mg/m ² per hour
ISO 10580 / ISO/TC 219 (document N238) – TVOC at 24 hours	0.5mg/m ² per hour

Low formaldehyde products

Reduced formaldehyde emissions in engineered wood products are classed as below:

Class	Limits (mg/L)
Super E0	Less than or equal to 0.3
E0	Less than or equal to 0.5
E1	Less than or equal to 1.0
E2	Less than or equal to 2.0
E3	Greater than 2.0

Companies offering low formaldehyde products include:

- Polytec offers E1 and E0.
- Nikpol offers E1, E0 and Super E0 for select products.
- Austral Plywood E1, E0 and Super E0 for select products.
- Laminex Australia offer E1, E0, Super E0 and no added formaldehyde for select products.

3 Water Conservation

Background

As populations increase and global warming contributes to fast climate change, the access to clean potable water will become more of an issue to Australians and the world. Inefficient use of water can lead to the destruction of habitat for dams, over-use of artesian water supplies creating a rising water table or intensive energy use for desalination plants.

Goals

- To ensure the efficient use of water.
- To reduce total operating potable water use.
- To encourage the collection and re-use of stormwater
- To encourage the appropriate use of alternative water sources.
- To minimise associated water costs.

Initiatives

Water efficient fixtures, fittings and appliances	Water efficient fixtures, fittings and appliances have been selected: <ul style="list-style-type: none"> • 3 star shower (6-7.5L/min); • 4 star toilets (3.0/4.5L flushing); • 5 star basin (4.5-6.0L/min); • 5 star kitchen sink (4.5-6.0L/min); • 4.5 star Dishwasher (7.5-9.0 L/min). 	BESS tool, Green Star
Rainwater collection and use	Rainwater collection and use will involve the installation of a rainwater tank(s) of minimum 1,000L capacity, collecting water from the roof area of Unit 4 and supplying water to all toilets in this unit.	STORM, BESS tool, Green Star
Accessibility of pumps	Water pumps and manual over-ride switches should be readily accessible for access in the event of malfunction.	Additional sustainability practice
Individual metering of water	Water will be individually metered for each dwelling, ensuring water saving behaviour is rewarded.	SDAPP – Water efficiency, BESS tool

Additional details

Water efficient fixtures & fittings

All fittings to be specified are based on recommendations from www.savewater.com.au or from the product search on the following site www.waterrating.gov.au and will be amongst the most efficient on the market, and a significant improvement on fittings historically used in most houses. Traditionally shower heads would use more than 16 litres of water per minute. One star shower heads use between 12 – 16 litres per minute, 2 star shower heads use between 9-12 litres per minute. To reduce this to 7.5-9 litres per minute with a 3 star shower

head is a significant improvement.

Further water efficient appliances will be determined from sources such as the following web site <http://www.waterrating.gov.au>.

Potential water savings

Based on the SE water allowance of 6 flushes per day per person for working people, water efficient 3 / 4.5 litre toilets (average flush 3.75L), the savings for 13 persons living in this development (assumed 1 person per bedroom) could amount to 2048L per week.

4 Stormwater Management

Background

Pollutants that build up on impervious surfaces get washed into the stormwater system and end up in local waterways. Water Sensitive Urban Design is now a major goal of urban development to prevent this occurring.

The quality of water leaving a site (and peak and total stormwater run-off volumes) can be improved by collection of water in water tanks, natural infiltration through gardens and lawns into the soils, and minimisation of impervious pavements or the shedding of water from impervious surfaces into garden beds that have particularly good infiltration into the ground – known as infiltration beds. The following measures have been adopted to ensure these concerns are addressed.

Goals

- To reduce the impact of stormwater run-off
- To improve the quality of stormwater run-off
- To achieve best practice stormwater quality outcomes
- To incorporate the use of water sensitive urban design, including stormwater re-use

Initiatives

Best Practice Stormwater treatment	<p>The following is proposed to achieve 100% of Melbourne Water STORM calculator Best Practice Stormwater treatment goals:</p> <ul style="list-style-type: none"> • Rainwater shed from roof areas (minimum 119m²) will be collected in a rainwater tank of 1,000L capacity. • Leaf diverting rain heads and first flush diverters should be included upstream of the tank to divert the initial sediment flow when rain events occur from entering the tank. • Rainwater shed from roof areas (minimum 256m²) will be collected in raingardens of minimum 6m². • Paved paths will shed water to adjoining soft landscaped areas allowing ground infiltration via a buffer strip. 	STORM
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Additional details

Water sensitive urban design - rainwater tanks

The proposed rainwater tank collection system provides benefits of reducing the peak and total stormwater run-off when it rains. Since the water tanks are connected to all the toilets, the tank water volumes are run down regularly.

This leaves spare capacity to collect new rainfall water and hence reduces the level of rain from the roofs going down the drains. In addition, the pollutants leaving the site to the stormwater (and hence local creeks) system is reduced, by water collected off the roofs, going via the toilets into the sewer system rather than stormwater system as would otherwise have been the case.

The final design of the Stormwater system will meet council drainage engineers' requirements. The designed system complies with Melbourne Water STORM requirements ie meets Victorian Best Practice Stormwater guidelines – see appendix 2.

5 Material Selection

Background

Careful selection of construction materials can help to limit the environmental impacts of the production, transport and incorporation of these materials in our buildings. In many cases there are similarly performing, comparable but more environmentally friendly product selection options available.

Goals

The goals in environmentally sustainable construction material selection should be to:

- Limit the use of new materials where possible - to help minimise the detrimental outcomes of product manufacture or modification
- Select durable materials and re-use materials where possible – increase the lifespan of all products.
- To minimise the environmental impacts materials used by encouraging the use of materials with a favourable lifecycle assessment based on the fate of materials, their recycling / reuse potential, their embodied energy, their biodiversity, human health, and environmental toxicity impacts.

Initiatives

Supplementary Cement materials SCMs	20-35% partial cement replacement (Supplementary cement materials - slag and/or flyash) will be incorporated in on-site on-ground poured structural and paving concrete mixes where vehicles will not be regularly driving over the concrete subject to structural engineers approval.	Green Star, STEPS
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	These concrete mixes have a complying strength, are a similar price, and use a reduced amount of high greenhouse gas producing Portland cement when compared with standard cement mixes. They also incorporate the recycling of industrial waste products such as fly ash and slag and reduce the amount of raw resources required to produce the end product.	
Sustainable timbers	No unsustainable rainforest timbers will be incorporated i.e. no Oregon, Western Red Cedar, Meranti, Merbau, Teak or Luan.	Green Star
Accredited plantations	All framing timber will be from accredited plantations - either FSC or PEFC/AFS.	Green Star, STEPS

Additional details

Partial cement replacement in concrete

- **Hansen Concrete** – common mixes include 30-50% fly ash/slag component. Standard price - no extra charge. Contact Bob Aldersy ph 03 9274 3700 or Kevin Skilling on 9570 3244 for details. Ask for the Green Star mix. Dave Miller is the rep 0418 548 321.
- **Boral Concrete** - product is Envirocrete. Standard price – no extra charge. Ph 13 30 06 rep is Tania Neil 0401 892 027.
- **Barro Concrete** - triple blend mix is the fly ash/slag/cement mix - generally has 20-35% fly ash and/or slag. \$5/m3 extra cost. Contact Tom Kovaks ph9646 5520 - Technical Manager if there are any questions. Rep is Piero 0438 181 681.

6 Location and Transport

Goals

- To ensure that the built environment is designed to promote the use of walking, cycling and public transport in that order.
- To minimise car dependency
- To promote the use of low emission vehicle technologies and supporting infrastructure

Location

The location of this development meets urban consolidation goals as set out in government policy documents. The development is relatively close to public transport and facilities.

The location achieves a walk score of 76 which is considered very walkable.

Initiatives

Bicycle paths	The location of dedicated bicycle trails and bicycle friendly roads can be accessed by searching Google maps for the address and turning on the "Bicycle" layer in the "Traffic" pull down. Nearby bicycle friendly roads include Springfield Road and Surrey Road.	Additional sustainability practice
Bicycle parking	As a residential development of less than four storeys, there is no formal planning scheme requirement for bicycle parking. Residents can securely store bicycles within their garage. The proposed residential development meets BESS transport guidelines by providing 1 formal bicycle parking space in each dwelling garage (eg. 1 wall mounted bicycle rack).	Planning Scheme cl52.34 / SDAPP – Transport / BESS
Local public transport information packs	Relevant local train, tram and bus timetables will be included in the Building Users Guide provided. Also included will be brief details of the Melbourne myki public transport payment card system including how to register and load funds against a myki card.	SDAPP - Transport
Public transport	The proposed location is serviced by the following public transport options: <ul style="list-style-type: none"> • Train – Belgrave and Lilydale line Blackburn Station 350m from site Laburnum Station 650m from site • Bus 90m from site: <ul style="list-style-type: none"> - 271 Box Hill - Ringwood - 279 Box Hill – Doncaster SC 250m from site: <ul style="list-style-type: none"> - 901 Frankston – Melbourne Airport 450m from site: 	Additional sustainability practice

	<ul style="list-style-type: none"> - 703 (SMARTBUS service) Middle Brighton - Blackburn - 736 – Mitcham - Blackburn - 765 – Mitcham – Box Hill <p>These are able to be viewed on the public transport Local Area Map attached in the appendices.</p>	
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Additional details

Public transport Tram, bus and train timetables can be accessed from <http://ptv.vic.gov.au/timetables/>

A full range of Public Transport Victoria maps can be sourced from <http://ptv.vic.gov.au/getting-around/maps/>
For more train specific information visit www.metrotrains.com.au

A Travel Smart map showing major local travel interchanges can be obtained for the councils listed on the site <http://www.transport.vic.gov.au/projects/travelsmart/maps>

7 Waste Management

Goals

- To promote waste avoidance, re-use and recycling during the design, construction and operation stages of development.
- To ensure durability and long term re-usability of building materials.
- To ensure sufficient space is allocated for future change in waste management needs, including (where possible) composting and green waste facilities.

Initiatives

Demolition stage	<p>During demolition a minimum of 70% of materials from the existing building will be recycled.</p> <p>The demolition contractor will be required to identify in advance what materials will be recycled, and confirm in writing on company letterhead the percentage of materials by mass recycled on completion of works.</p>	SDAPP - Waste
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Construction waste	During construction a minimum of 70% of materials will be recycled. Written documentation required from contractor(s) in advance on company letterhead confirming items to be recycled, and on completion, confirmation of percentage of materials recycled.	SDAPP - Waste
Plastering waste	The plastering contractor will be required to supply their own bin and recycle plasterboard off-cuts.	Additional sustainability practice
Waste Management Plan	A separate operational waste management plan has been produced for this development.	Planning permit condition
Dual bins in dwellings	Dual bins will be supplied under each kitchen bench to facilitate separation of garbage and recycling in dwellings.	SDAPP - Waste

Additional details

Recyclable materials

The following materials can generally be recycled:

- bricks
- concrete / concrete blocks / concrete roof tiles / concrete pavers
- non painted or treated timber
- steel / metal products
- glass
- plasterboard
- plastics
- carpet or carpet underlay
- asphalt
- cardboard
- green waste

Bin companies or similar that recycle more than others include:

- Jobsite Recyclers. <http://www.jobsiterecyclers.com.au/>
- Mobius Waste <http://www.mobiusmr.com.au/>
- Konstruct Recycling www.konstructrecycling.com.au
- Eastern Recycling www.easternrecycling.com.au
- National Recycling Group / Harpers Bins / Quicksips www.nationalrecyclinggroup.com.au
- Combined Bulk Bins Pty Ltd

Plastering (recycling)

Bins are available from plasterboard recyclers such as Regyp (www.regyp.com.au) and ecoGypsum (<http://www.ecogypsum.com.au/collections.html>) or contact recycling companies such as T&L recycling on 0407 867 133 or similar firms.

8 Urban Ecology

Background

Urban development has seen the destruction and displacement plant species and in turn wildlife habitat. With new developments, there is an opportunity to redress this that should be taken up. In all infill development cases, there should be an improvement on the current environment.

Goals

- To protect and enhance habitat bio-diversity of the urban environment
- To encourage the retention of significant trees
- To encourage the planting of indigenous vegetation.
- To reduce CO2 in the atmosphere through increased vegetation
- To provide environmentally sustainable landscapes and natural habitats and minimise the urban heat island effect
- To encourage the provision of space for productive gardens, particularly in larger residential developments

Initiatives

No net loss of trees	The landscaping plan will ensure there is no net loss of trees from the site.	SDAPP – Urban Ecology
Indigenous planting	New smaller plantings within the development will be predominantly indigenous natives such as Lightwood, Silver Banksia, Wallangarra White Gum, White Correa, and Native Fuchsia.	Additional sustainability practice
Erosion control	Silt fences, erosion control blankets, and drain filters will be utilised during construction to ensure top soil/earth is not eroded to drains and creeks.	Additional sustainability practice

9 Management, Innovation and Community Benefit

Goals

- To encourage design and innovation in the development, which positively influence the improved life of, and sustainability of, the building.
- To encourage a holistic and integrated design and construction process and ongoing high performance.

Initiatives

Building Users Guide	An appropriate short Building Users Guide will be provided for tenants explaining some of the sustainability features and intents of this development.	Green Star
Innovation	<p>The following items included in the Materials and IEQ sections are included in the BESS tool under innovation:</p> <ul style="list-style-type: none"> • Commitment to use SCM (partial cement substitutes slag and/or flyash) in concrete • Avoidance of use of rainforest timbers • Commitment to low VOC paints, adhesives and sealants. 	BESS tool

Additional details

Building users guide

A short building user's guide might include details on:

- The connection of the water tanks to the toilets
- Waste minimisation and recycling strategy and arrangements within the building
- Energy and water metering facilities for each dwelling, and what the readings represent
- Energy portals details from energy suppliers – can provide your energy use up to the previous day if used in conjunction with in house devices
- Energy efficient design choices and materials options that have been incorporated in this building
- Specifications for energy efficient items such as lights and plumbing fittings, and recommendation that replacements obtain or improve on these efficiency levels
- Local public transport stops and routes and timetables. Also included will be brief details of the Melbourne myki public transport payment card system including how to register and load funds against a myki card.
- Building management contact details

Appendix 1 - BESS Report

17/03/2017

BESS - 84 Whitehorse Rd, Blackburn VIC 3130, Australia

BESS Report



This BESS report outlines the sustainable design commitments of the proposed development at 84 Whitehorse Rd Blackburn VIC 3130. The BESS report and accompanying documents and evidence are submitted in response to the requirement for a Sustainable Design Assessment or Sustainability Management Plan at Whitehorse City Council.

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

84 Whitehorse Rd, Blackburn 3130 Blackburn

Site area: 985 m² • Building Floor Area: 768 m² •

Date of Assessment: 17 Mar 2017 • Version: V3, 1.5.0-B146 •

Applicant: info@leconsulting.com.au

Project number

6904

Draft

<http://bess.net.au/projects/6904>

Your BESS score is

+ 53%



% of Total	Category	Score/Pass
2 %	Management	50 %
6 %	Water	71 % ✓
14 %	Energy	52 % ✓
13 %	Stormwater	100 % ✓
8 %	IEQ	50 % ✓
2 %	Transport	33 %
0 %	Waste	0 %
2 %	Urban Ecology	50 %
2 %	Innovation	30 %

Building Composition

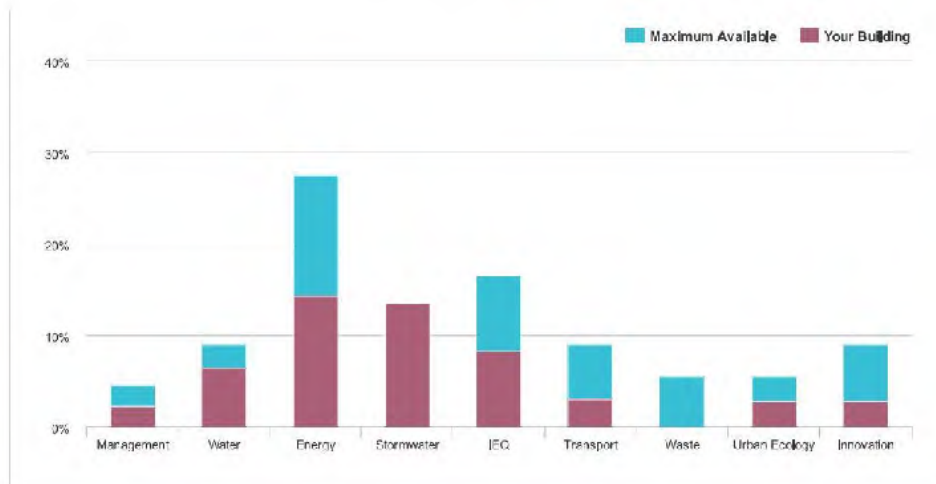


Townhouse

Dwellings

Type	Name	Quantity	Area
Townhouse	Unit 1	1	158 m ²
Townhouse	Unit 2	2	211 m ²
Townhouse	unit 4	1	168 m ²

How did this Development Perform in each Environmental Category?



Sustainable design commitments by category

The sustainable design commitments for this project are listed below. These are to be incorporated into the design documentation and subsequently implemented.

Management

50% - contributing 2% to overall score

Credit	Disabled	Scoped out	Score
Management 2.2 Thermal Performance Modelling - Multi-Dwelling Residential			100 %
Management 4.1 Building Users Guide			100 %

Management 2.2 Thermal Performance Modelling - Multi-Dwelling Residential

100%

Score Contribution	This credit contributes 33% towards this section's score.
Aim	To encourage and recognise developments that have used modelling to inform passive design at the early design stage
Questions	Have preliminary NatHERS ratings been undertaken for all thermally unique dwellings?
Yes	

Management 4.1 Building Users Guide

100%

Score Contribution	This credit contributes 18% towards this section's score.
Aim	To encourage and recognise initiatives that will help building users to use the building efficiently
Questions	Will a building users guide be produced and issued to occupants?
Yes	

Water

71% - contributing 6% to overall score

Credit	Disabled	Scoped out	Score
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Water 1.1 Potable Water Use Reduction (Interior Uses)	50 %
Water 2.1 Rainwater Collection & Reuse (Additional Uses)	100 %
Water 3.1 Water Efficient Landscaping	100 %

Water Approachs

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

Project Water Profile Questions

Do you have a reticulated third pipe or an on-site water recycling system?	No
Are you installing a swimming pool?	No
Are you installing a rainwater tank?	Yes

Water fixtures, fittings and connections

	Unit 1	Unit 2 +3	unit 4
Showershead	3 Star WELS (> 6.0 but <= 7.5)	3 Star WELS (> 6.0 but <= 7.5)	3 Star WELS (> 6.0 but <= 7.5)
Bath	Small Square Tub/ Combined Shower	Small Square Tub/ Combined Shower	Small Square Tub/ Combined Shower
Kitchen Taps	> 5 Star WELS rating	> 5 Star WELS rating	> 5 Star WELS rating
Bathroom Taps	> 5 Star WELS rating	> 5 Star WELS rating	> 5 Star WELS rating
Dishwashers	> 4 Star WELS rating	> 4 Star WELS rating	> 4 Star WELS rating
WC	> 4 Star WELS rating	> 4 Star WELS rating	> 4 Star WELS rating
Urinals	Scope out	Scope out	Scope out
Washing Machine Water Efficiency	> 4 Star WELS rating	> 4 Star WELS rating	> 4 Star WELS rating
Connected to which Tank	-1	-1	-
Rainwater connected to: Toilets	No	No	Yes
Rainwater connected to: Laundry (washing machine)	No	No	No
Rainwater connected to: Hot Water System	No	No	No

Rainwater Tanks

	Unit 4
What is the total roof area connected to the rainwater tank? Square Metres	119.0
Tank Size Ltrs	1000.0
Irrigation area connected to tank Square Metres	-
Is connected irrigation area a water efficient garden?	-
Other external water demand connected to tank? Ltrs/Day	-

Water 1.1 Potable Water Use Reduction (Interior Uses) 50%

Score Contribution	This credit contributes 57% towards this section's score.
Aim	Water 1.1 Potable water use reduction (interior uses) What is the reduction in total water use due to efficient fixtures, appliances, and rainwater use? To achieve points in this credit there must be >25% potable water reduction. You are using the built in calculation tools. This credit is calculated from information you have entered above.
Criteria	Percentage reduction in potable water use

Questions

Percentage Achieved ?	Percentage %
%	

Calculations

Annual Water Consumption (kL) (Reference)

910

Annual Water Consumption (kL) (Proposed)

691

% Reduction in Potable Water Consumption Percentage %

23 %

Water 2.1 Rainwater Collection & Reuse (Additional Uses)

100%

Score Contribution	This credit contributes 28% towards this section's score.
Aim	What is the additional reduction in potable (mains) water use due to rainwater harvesting? Additional water uses for rainwater include non-potable demands such as irrigation, pools, commercial process uses and taps for washdown. Note: tank water will only be available for additional uses if not required for internal uses. If the property uses an alternative water source, the alternative water source is deemed to meet 90% of additional non-potable water use requirements. You are using the built in calculation tools. This credit is calculated from information you have entered above in the rainwater tanks section.
Criteria	What is the additional reduction in potable (mains) water use due to using rainwater or an alternative water source?

Questions

Percentage Achieved ? Percentage %

%

Calculations

Rainwater collection & reuse (additional uses) Percentage %

100 %

Water 3.1 Water Efficient Landscaping

100%

Score Contribution	This credit contributes 14% towards this section's score.
Aim	Are water efficiency principles used for landscaped areas? This includes low water use plant selection (e.g. xeriscaping) and specifying water efficient irrigation (e.g. drip irrigation with timers and rain sensors). Note: food producing landscape areas and irrigation areas connected to rainwater or an alternative water source are excluded from this section.
Questions	Will water efficient landscaping be installed?
Yes	

Energy

52% - contributing 14% to overall score

Credit	Disabled	Scoped out	Score
Energy 2.1 Greenhouse Gas Emissions			100 %
Energy 2.3 Electricity Consumption			100 %
Energy 2.4 Gas Consumption			100 %
Energy 2.5 Wood Consumption			N/A

Energy 3.2 Hot Water	100 %
Energy 3.3 External Lighting	100 %
Energy 3.4 Clothes Drying	100 %
Energy 3.5 Internal Lighting - Residential Single Dwelling	100 %

Dwellings Energy Approachs

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

Project Energy Profile Questions

Are you installing a solar photovoltaic (PV) system?	No
Are you installing any other renewable energy system(s)?	No
Gas Supply	Natural Gas

Dwelling Energy Profiles

	Unit 1	Unit 2 +3	unit 4
Below the floor is	Ground or Carpark	Ground or Carpark	Ground or Carpark
Above the ceiling is	Outside	Outside	Outside
Exposed sides	3	2	4
Natl HERS Annual Energy Loads - Heat MJ/season	100.0	100.0	100.0
Natl HERS Annual Energy Loads - Cool MJ/season	25.0	25.0	25.0
Natl HERS star rating	6.0	6.0	6.0
Type of Heating System	D Reverse cycle space	D Reverse cycle space	D Reverse cycle space
Heating System Efficiency	3 Star	3 Star	3 Star
Type of Cooling System	Refrigerative space	Refrigerative space	Refrigerative space
Cooling System Efficiency	3 Stars	3 Stars	3 Stars
Type of Hot Water System	J Gas Instantaneous 6 star	J Gas Instantaneous 6 star	J Gas Instantaneous 6 star
% Contribution from solar hot water system	30 %	30 %	30 %
Clothes Line	D Private outdoor clothesline	D Private outdoor clothesline	D Private outdoor clothesline
Clothes Drier	A No clothes drier	A No clothes drier	A No clothes drier

Energy 2.1 Greenhouse Gas Emissions 100%

Score Contribution	This credit contributes 10% towards this section's score.
Aim	Reduce the building's greenhouse gas emissions
Criteria	Are greenhouse gas emissions >10% below the benchmark

Questions

Criteria Achieved ?

-

Calculations

Reference Building with Reference Services (BCA only) kg CO₂

42652.4

Proposed Building with Proposed Services (Actual Building) kg CO₂

14304.9

% Reduction in GHG Emissions Percentage %

68 %

Energy 2.3 Electricity Consumption

100%

Score Contribution	This credit contributes 10% towards this section's score.
Aim	Reduce consumption of electricity
Criteria	Is the annual electricity consumption >10% below the benchmark?
Questions	
Criteria Achieved ?	-
Calculations	
Reference	kWh
32432.9	
Proposed	kWh
10237.7	
Improvement	Percentage %
68 %	

Energy 2.4 Gas Consumption

100%

Score Contribution	This credit contributes 10% towards this section's score.
Aim	Reduce consumption of electricity
Criteria	Is the annual gas consumption >10% below the benchmark?
Questions	
Criteria Achieved ?	-
Calculations	
Reference	LJL
79042.8	
Proposed	MJ
41340.5	
Improvement	Percentage %
47 %	

Energy 2.5 Wood Consumption

N/A

This credit was scoped out: No wood heating system present	
Aim	Reduce consumption of wood
Criteria	Is the annual wood consumption >10% below the benchmark?

Energy 3.2 Hot Water

100%

Score Contribution	This credit contributes 5% towards this section's score.
Criteria	Does the hot water system use >10% less energy (gas and electricity) than the reference case?
Questions	
Criteria Achieved ?	-
Calculations	
Reference	MJ
21955.3	
Proposed	MJ
11501.6	
Improvement	Percentage %
47 %	

Energy 3.3 External Lighting

100%

Score Contribution	This credit contributes 5% towards this section's score.
Questions	
Is the external lighting controlled by a motion detector?	
Yes	

Energy 3.4 Clothes Drying

100%

Score Contribution	This credit contributes 5% towards this section's score.
Criteria	Does the combination of clothes lines and efficient driers reduce energy (gas+electricity) consumption by more than 10%?
Questions	
Criteria Achieved ?	-
Calculations	
Reference	kWh
2973.4	
Proposed	kWh
691.7	
Improvement	Percentage %
80 %	

Energy 3.5 Internal Lighting - Residential Single Dwelling

100%

Score Contribution	This credit contributes 5% towards this section's score.
--------------------	--

Aim	Reduce energy consumption associated with internal lighting
Questions	Does the development achieve a maximum illumination power density of 4W/sqm or less?
Yes	

Stormwater

100% - contributing 13% to overall score

Credit	Disallowed	Scoped out	Score
Stormwater 1.1 Stormwater Treatment			100 %

Which stormwater modelling are you using?	Melbourne Water STORM tool
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Stormwater 1.1 Stormwater Treatment 100%

Score Contribution	This credit contributes 100% towards this section's score.
Aim	To achieve best practice stormwater quality objectives through reduction of pollutant load (suspended solids, nitrogen and phosphorus)
Criteria	Has best practice stormwater management been demonstrated?

Questions

STORM score achieved

100

Flow (ML/year) % Reduction

-

Total Suspended Solids (kg/year) % Reduction

-

Total Phosphorus (kg/year) % Reduction

-

Total Nitrogen (kg/year) % Reduction

-

Calculations

Min STORM Score

100

IEQ

50% - contributing 8% to overall score

Credit	Disallowed	Scoped out	Score
IEQ 3.1 Thermal comfort - Double Glazing			100 %

IEQ 3.1 Thermal comfort - Double Glazing 100%

Score Contribution	This credit contributes 50% towards this section's score.
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Aim	To provide comfortable indoor spaces and reduce energy needed for heating and cooling
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Questions

Is double glazing (or better) used to all living areas and bedrooms?

Yug

Transport

33% - contributing 2% to overall score

Credit	Disallowed	Scoped out	Score
Transport 1.1 Bicycle Parking - Residential			100 %

Transport 1.1 Bicycle Parking - Residential

100%

Score Contribution	This credit contributes 33% towards this section's score.
Aim	To encourage and recognise initiatives that facilitate cycling
Criteria	Is there at least one secure bicycle space per dwelling?

Questions

Bicycle Spaces Provided ?

4

Calculations

Min Bicycle Spaces Required

4

Waste

0% - contributing 0% to overall score

Urban Ecology

50% - contributing 2% to overall score

Credit	Disallowed	Scoped out	Score
Urban Ecology 2.1 Vegetation			100 %
Urban Ecology 2.4 Private Open Space - Balcony / Courtyard Ecology			100 %

Urban Ecology 2.1 Vegetation

100%

Score Contribution	This credit contributes 50% towards this section's score.
Aim	To encourage and recognise the use of vegetation and landscaping within and around developments
Criteria	How much of the site is covered with vegetation, expressed as a percentage of the total site area.

Questions

Percentage Achieved ? Percentage %

31 %

Urban Ecology 2.4 Private Open Space - Balcony / Courtyard Ecology

100%

Score Contribution	This credit contributes 12% towards this section's score.
Aim	Encourage plants to be grown on balconies and courtyards.
Questions	
Is there a tap and floor waste on every balcony / in every courtyard?	
No	

Innovation

30% - contributing 2% to overall score

Innovations

	Commitment to use SCM in concrete	Avoidance of use of rainforest timbers	Commitment to low VOC paints, adhesives and sealants
Description	20-35% partial cement replacement (Supplementary cement materials - slag and/or flyash) will be incorporated in on-site on-ground poured structural and paving concrete mixes where vehicles will not be regularly driving over the concrete subject to structural engineers approval. These concrete mixes have a complying strength, are a similar price, and use a reduced amount of high greenhouse gas producing Portland cement when compared with standard cement mixes. They also incorporate the recycling of industrial waste products such as fly ash and slag and reduce the amount of raw resources required to produce the end product.	unsustainable rainforest timbers will be incorporated i.e. no Oregon, Western Red Cedar, Meranti, Merbau, Teak or Luan. All framing timber will be from accredited plantations - either FSC or PEFC/AFS.	Paints and adhesives are required to be low VOC types or water based. Contractors are required to provide evidence of these. Volatile Organic Compounds is the term used to describe several hundred petrochemical solvent type compounds found in paints, adhesives, sealants, carpets, reconstituted wood products, and new furniture. Newer buildings generally have higher concentrations of these VOC's that contribute to headache, lethargy etc. in occupants.
Points Targeted	1	1	1

Items to be marked on floorplans

C / 8 floorplans & elevation notes complete.

Energy 3.4: External lighting sensors annotated	Incomplete
Water 2.1: Location of rainwater tanks as described	Incomplete
Water 3.1: Water efficient garden annotated	Incomplete

Stormwater 1.1: Location of any stormwater management systems used in STORM or MUSIC modelling (e.g. Rainwater tanks, raingarden, buffer strips)	Incomplete
IEQ 3.1: Glazing specification to be annotated	Incomplete
Transport 1.1: All nominated residential bicycle parking spaces	Incomplete
Urban Ecology 2.1: Vegetated areas	Incomplete
Urban Ecology 2.4: Taps and floor waste on balconies / courtyards	Incomplete

Documents and evidence

C / 4 supporting evidence documentation complete.

Management 2.2: Preliminary NatHERS assessments	Incomplete
Energy 3.5: Provide a written description of the average lighting power density to be installed in the development and specify the lighting type(s) to be used.	Incomplete
Stormwater 1.1: STORM report or MUSIC model	Incomplete
IEQ 3.1: Reference to floor plans or energy modelling showing the glazing specification (U-value and Solar Heat Gain Coefficient, SHGC)	Incomplete

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

The Municipal Association of Victoria (MAV) and CASBE (Council Alliance for a Sustainable Built Environment) member councils do not guarantee, and accept no legal liability whatsoever arising from or connected to, the accuracy, reliability, currency or completeness of BESS, any material contained on this website or any linked sites.

Appendix 2 - STORM Report



STORM Rating Report

TransactionID: 445942
Municipality: WHITEHORSE
Rainfall Station: WHITEHORSE
Address: 84 Whitehorse Rd

Blackburn
VIC 3130

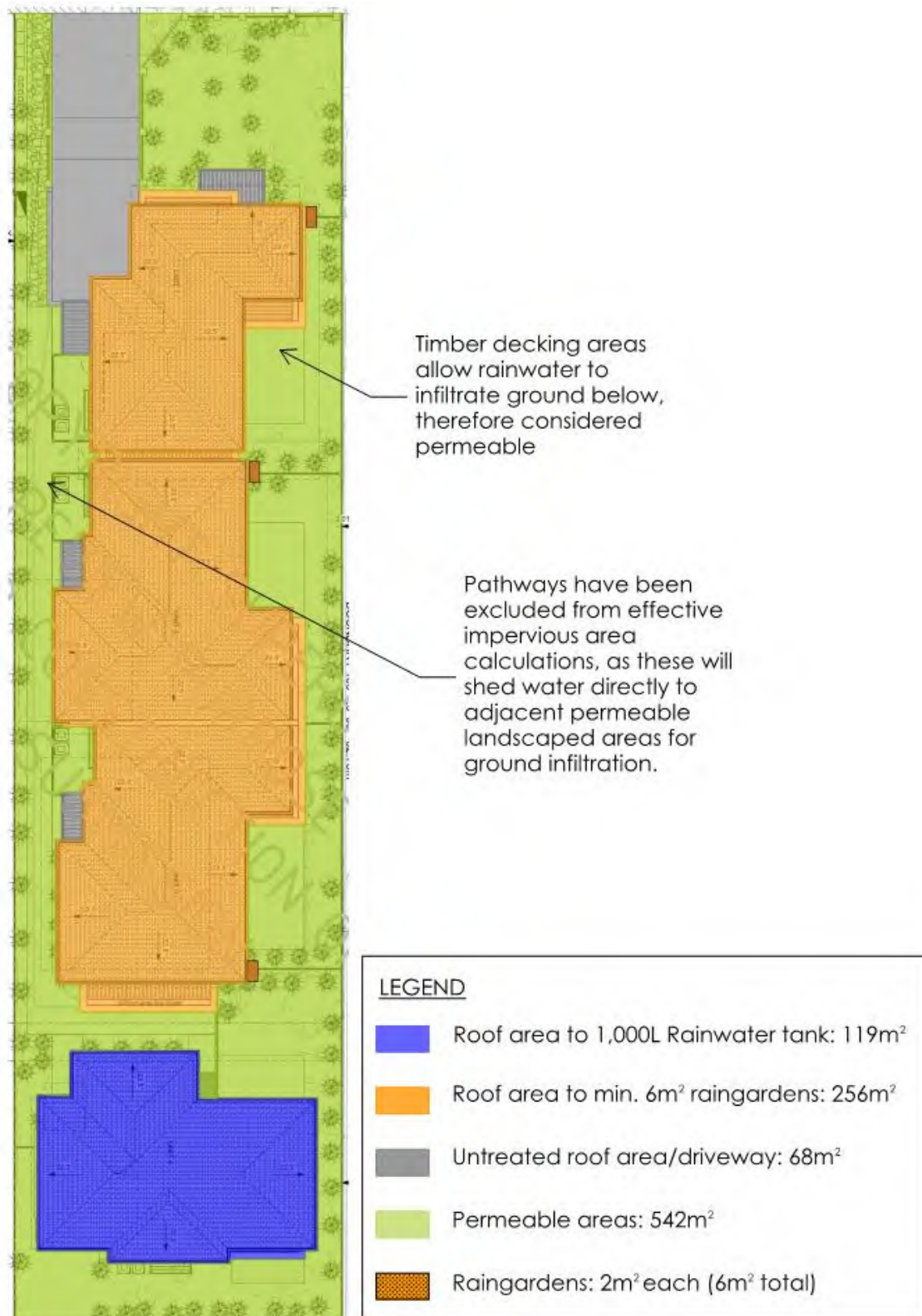
Assessor: LID Consulting
Development Type: Residential - Multiunit
Allotment Site (m2): 985.00
STORM Rating %: 100

Description	Impervious Area (m2)	Treatment Type	Treatment Area/Volume (m2 or L)	Occupants / Number Of Bedrooms	Treatment %	Tank Water Supply Reliability (%)
Roof to RG	256.00	Raingarden 300mm	6.00	0	132.65	0.00
Other impervious untreated	13.00	None	0.00	0	0.00	0.00
Roof to RWT	119.00	Rainwater Tank	1,000.00	4	85.80	57.20
Driveway	55.00	None	0.00	0	0.00	0.00

Date Generated: 17-Mar-2017

Program Version: 1.0.0

Appendix 3 - STORM Area proof



Appendix 4 - Preliminary Energy ratings

Provisional Diagnostic Information

FirstRate® Provisional Diagnostic Information

Project Information

Mode	New Home
Climate	62 Moorabbin Airport
Site Exposure	suburban
Client Name	Patrick Kanj
Rated Address	
Accredited Rater	LID Consulting
Date	
Reference	

Energy Usage

Type	Energy MJ/m ²
Total	124.7
Heating	108.9
Cooling	15.8

Areas

Area	Size (m ²)
Net Conditioned Floor Area (NCFA)	152.3
Unconditioned Room Area	4.5
Garage Area	0.0

Zones

Zone	Area (m ²)	Conditioning Type	Conditioned
Bed 1	13.1	bedroom	Y
WIR Bed 1	2.3	nightTime	Y
ENS Bed 1	3.4	nightTime	Y
K/L	55.1	kitchen	Y
Stair	9.2	dayTime	Y
Stair/Rumpus	23.5	dayTime	Y
Bath	4.5	unconditioned	N
Bed 3	13.9	bedroom	Y
Bed 2	15.3	bedroom	Y

WIR Master Bed	3.3	night time	Y
ENS Master Bed	3.9	nightTime	Y
Master Bed	14.9	bedroom	Y

Walls

Type	Insulation	Num Reflective Airgaps	Area (m²)
Brick Veneer 84W	2.5	1	124.5
Internal Plasterboard Stud Wall	0.0	0	85.1
Timber wall with insulation	2.0	0	13.4
Fibre cement	2.5	0	107.8
Timber wall with insulation	2.5	0	22.9

Floors

Type	Insulation	Ventilation	Area (m²)
CSOG: Slab on Ground	0.0	encl	83.1
Timber	0.0	encl	74.3
Timber	2.0	encl	5.1

Roofs/Ceilings

Type	Insulation	Area (m²)
Ceil: Ceiling	0.0	73.7
Disc:Attic-Discontinuous	5.0	88.8

Windows

Type	U-Value	SHGC	Area (m²)
ALM-006-01 A Aluminium B DG Argon Fill Clear-Clear	4.50	0.61	47.90

Window Directions

Direction	Area (m²)
SSE	20.5
WSW	6.1
ENE	7.7
NNW	13.5

Air leakage

Item	Sealed	Unsealed
------	--------	----------

Generic Vent	-	0
Unflued Gas Heater	-	0
Exhaust Fan	4	0
Downlight	0	0
Chimney	0	0
Heater Flue	-	0

Zone Energy Loads

Zone	Heating (MJ/m2)	Total Heating (MJ)	Cooling (MJ/m2)	Total Cooling (MJ)
Stair/Rumpus	164.4	3865.5	24.5	576.0
WIR Bed 1	18.7	42.0	3.0	6.7
Bed 2	43.6	666.0	6.8	104.0
Bed 1	77.8	1019.7	10.1	132.8
ENS Bed 1	77.0	264.0	1.1	3.7
Bed 3	87.7	1223.0	9.8	136.2
K/L	134.5	7405.3	23.3	1284.9
ENS Master Bed	148.4	579.1	14.7	57.2
WIR Master Bed	52.1	173.5	5.8	19.4
Master Bed	62.4	929.7	12.2	181.3
Stair	196.1	1802.1	11.2	103.0

Provisional Diagnostic Information 14-03-2017 10:56:54 Ver:5.2.5 (3.13) Engine Ver:3.13 Accredited Rater:LID Consulting
Assessor's Accreditation Number:

Appendix 5 - Public Transport Local Area Map





M E L B O U R N E
ARBORIST REPORTS

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Jack Machar- Diploma of Horticulture (Arboriculture)

Site address: 84 Whitehorse Road, Blackburn. 3130

Client: Patrick Kanj

Date: 31 March 2016

Arboricultural Report

Preliminary tree assessment

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2 SCOPE OF TREE REPORT

Date: 31 March 2016

Client: Patrick Kanj

Site address: 84 Whitehorse Road, Blackburn. 3130

Tree assessment by: Jack Machar- Diploma of Horticulture (Arboriculture)

Scope: This report has been prepared for Patrick Kanj, following a request for information regarding trees situated within and adjacent to the subject site. Tree health, structure, size and retention value has been assessed in relation to the early stages of development planning.

Recommendations are provided regarding preliminary tree protection and/or removal as required.

3 ASSESSMENT METHODOLOGY

This tree assessment was visual from the ground only and is limited to parts of the tree which are easily viewed from the ground; other defects may be present within a trees crown, not visible from the ground. No soil excavation, probing or ground penetrating radar was carried out as part of the inspection process.

Diameter at Breast Height (DBH) = 1.4m above ground level or directly above root flare for multi-stemmed trees.

A DBH tape was used for DBH measurements, heights and spreads are estimates.

DBH measurements of third party trees may have been estimated due to site access restrictions.

Tree Protection Zone/s (TPZ) and Structural Root Zone/s (SRZ) have been calculated using the formulas provided in the Australian Standards® for Protection of Trees on Development Sites AS 4970-2009.

DBH x 12 = TPZ Radius from center of main stem at ground level.

(Dx50) 0.42×0.64 = SRZ (Radius) in meters.

Tree descriptors were used to assess tree health, tree structure, useful life expectancy (ULE), age class and tree retention value. Descriptors are in the appendix section at the rear of the report and should be referred to for definitions of ratings given to trees within this report.

All photos were taken by the author using a digital camera unless otherwise stated.

4 FINDINGS

4.1 TREE ASSESSMENT DATA

Tree No	Genus species Common Name	DBH In mm	TPZ Radius m	SRZ Radius m	Height In m	Spread In m	Health	Structure	ULE	Age class	Retention value
1	<i>Araucaria heterophylla</i> Norfolk Island Pine	540	6.4	2.6	16	8	Excellent	Good	Short (point 3)	Mature	Moderate
2	<i>Grevillea robusta</i> Silky Oak	460	5.5	2.4	11	7	Good	Average	Short (point 2)	Mature	Low
3	<i>Pittosporum undulatum</i> Sweet Pittosporum	340	4.0	2.2	6	6	Good	Average	Remove (point 6)	Mature	Third party
4	<i>Acmena smithii</i> Lilly Pilly	450	5.4	2.4	10	8	Average	Average	Short (point 2)	Mature	Third party

Other minor vegetation onsite has not been assessed and is considered insignificant.

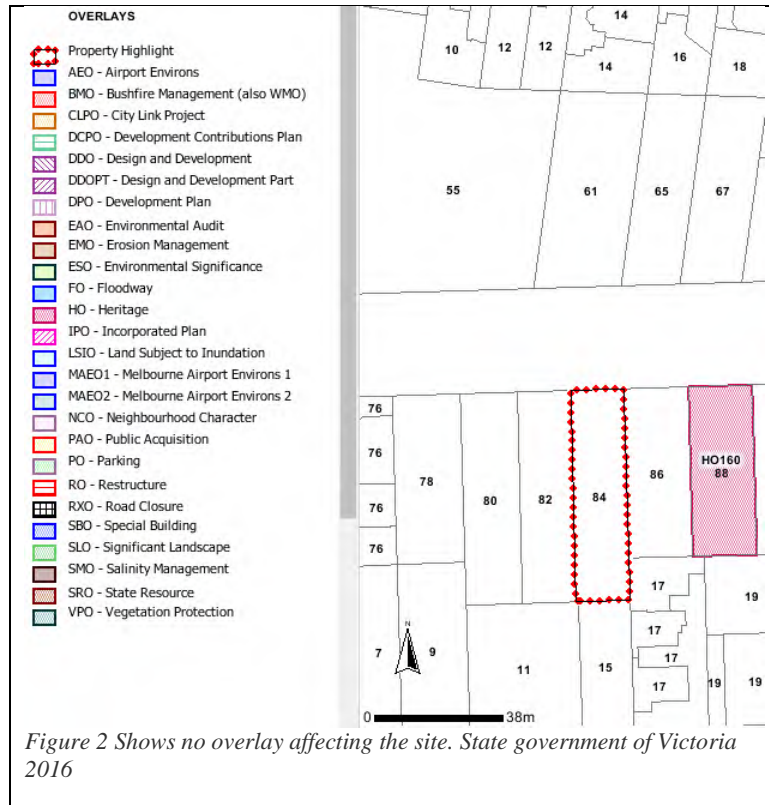
4.2 SITE MAP



Figure 1 Map altered by author to show approx. locations of trees (Google 2016)

4.3 COUNCIL TREE PROTECTION LAWS AND OVERLAYS

The subject site is not affected by any apparent local laws or overlays relating to tree protection or restrictions; therefore no permission should currently be required prior to the removal of trees within the site. The client is encouraged to make their own enquires with the local council.



4.4 PROPOSED DEVELOPMENT

It is likely all trees within the subject site will require removal as part of proposed plans to develop the subject site.

Site plans should allow for future planting of new vegetation to the satisfaction of the responsible authority. The TPZs of trees 3 and 4 should be considered when designing new structures. Information supplied in section 6.2 (page 10) has been provided to aid the design team.

4.5 TREE PROTECTION MEASURES

An AQF level 5 or higher arborist should be present during excavation within the TPZs of any retained tree(s). Restrictions outlined in section 6.2.3 should be applied to the TPZs of retained trees. Retained trees should be inspected annually by an AQF level 5 or higher arborist to monitor tree health and structure.

5 CONCLUSION AND RECOMMENDATIONS

It is likely that all trees within the subject site will require removal as part of proposed plans to develop the site.

Two third party trees have been assessed as potentially being impacted by construction. The TPZs and SRZs of third party trees should be applied to the proposed site plans and efforts made by the design team to limit excavation in these zones.

Tree protection information is supplied in section 6.2 to offer assistance with designing new structures near protected trees.

Tree 3 is a weed species, conflicting with boundary fences and intruding into the subject site; negotiated removal of tree 3 may be an option if the owners of the neighbouring property agree to have the tree removed.

The following recommendations are offered in conjunction with the preceding material.

1. A competent tree removal company with current public liability insurance, workers compensation insurance and relevant training in Arboriculture should be engaged to carry out tree removal works.
2. No chemicals or building materials should be stored within a TPZ of a retained tree.
3. All workers onsite should be aware of the restrictions placed within a TPZ of a retained tree.
4. Excavation encroachments of TPZs should be supervised by an AQF level 5 or higher arborist.
5. Retained trees should be assessed by an AQF level 5 or higher arborist every 12 months to monitor tree health.

6 REFERENCES AND APPENDICES

6.1 SUPPORTIVE PHOTOGRAPHS



Figure 3 Base of tree 1. NB large raised roots lifting path



Figure 4 Tree 2



Figure 5 Tree 3



Figure 6 Main stems of tree 3 conflicting with fence



Figure 7 Tree 4

6.2 TREE RETENTION INFORMATION

The following information is provided to aid the design team in accommodating for protected trees.

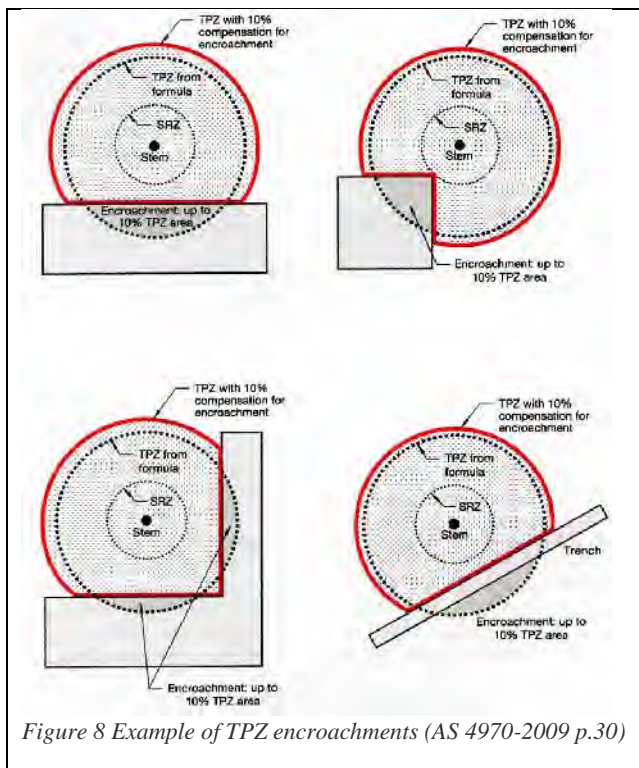
6.2.1 TPZ General Information

A Tree Protection Zone (TPZ) is created to prevent physical damage from occurring to a tree during construction. The Australian standard AS 4970-2009 define tree protection zones as:

The TPZ is a restricted area usually delineated by protective fencing (or use of an existing structure such as an existing fence or wall). It is installed prior to site establishment and retained intact until completion of works. Some works and activities within the TPZ may be authorized by the determining authority. These must be supervised by the project arborist. Any additional encroachment that becomes necessary as the site works progress must be reviewed by the project arborist and be acceptable to the determining authority before being carried out. (AS 4970-2009, p. 15)

6.2.2 Encroachments of a TPZ

The TPZ is calculated using the formula provided in the Australian Standards for Protection of Trees on Development Sites AS 4970-2009 p.11. This gives the radius of the TPZ in meters measured from the center of the trees main stem at ground level. (See table 1 for complete list of TPZ measurements) Often an encroachment of a TPZ is required when sighting new structures near protected trees, in such case The Australian Standards (2009) suggest that a minor encroachment of up to 10% of the area of TPZ should be acceptable if the area is compensated for elsewhere and contiguous with the TPZ.



6.2.3 Restriction within a TPZ

Any requirement to access or alter the TPZ should be authorized and where necessary be overseen by the project arborist. The Australian standard AS 4970-2009 lists the following activities as generally excluded from within a TPZ but not limited to:

- a) Machine excavation including trenching
- b) Excavation for silt fencing
- c) Cultivation
- d) Storage
- e) Preparation of chemicals, including preparation of cement products
- f) Parking of vehicles and plant
- g) Refueling
- h) Dumping of waste
- i) Wash down and cleaning of equipment
- j) Placement of fill
- k) Lighting of fires
- l) Soil level changes
- m) Temporary or permanent installation of utilities and signs
- n) Physical damage to the tree

(AS 4970-2009, p. 15)

6.3 DATA DESCRIPTORS, DEFINITIONS AND CRITERIA

HEALTH

- **0 – Dead** – Tree is completely dead, non-functional crown (no green leaves), stem cambium completely dead, no evidence of root suckers, lignotuberous sprouts.
- **1 – Poor** – Tree is presenting large quantities of crown dieback extending from tip dieback to major scaffold branches. Persistent infections of pathogens, borers, fungal cankers and root disease. Irreversible condition ultimately leading to death. Any treatments may only be seen as temporary to achieve hazard reduction prior to tree removal.
- **2 – Average** – Tree is presenting symptoms of stress that may be due to seasonal biotic or abiotic conditions e.g. water stress, seasonal defoliators. The symptoms may include tip dieback (less than 25mm diameter), crown thinning, defoliation, leaf discoloration, reduced leaf and / or internode length (less than 75% normal average size of non-stressed specimen), the condition may be reversible.
- **3 – Good** – Tree is generally free of pest and disease Symptoms, any biotic or abiotic stress should not be present over more than 25 % of the tree parts concerned. Internode length may be variable but generally consistent in length for the last 3 annual increments.
- **4 – Excellent** – Tree is virtually completely free from evidence of pest or disease organisms. Tree is exhibiting no signs of abiotic stress such as tip dieback or loss of foliage. Growth is of typical colouration, size and quantity for that species at that location. Internode length is consistent or increasing in length from previous 3 increments. The tree crown appears complete and balanced.

STRUCTURE

- **1 – Extremely Defective (Very poor)** – Tree has pronounced structural weakness that may be due to poor growth development, fungal decay, mechanical damage or a combination of these and is presenting symptoms of instability and possible imminent structural failure of major structural component(s).
- **2 – Moderately Defective (Poor)** – Tree has structural weakness that may be due to poor growth development, fungal decay, mechanical damage or a combination of these but is not at this time presenting symptoms of imminent structural failure of major structural components.
- **3 – Minimally Defective (Average)** – Tree has some structural weakness but failure of which is not a major structural component and does not present any symptoms of potential imminent failure. Tree does not appear significantly fungally degraded in any structurally significant component.
- **4 – Non – Defective (Good)** – Tree does not appear to have any notable structural weakness, symptoms of structural distress or indicators of fungal decay.

AGE CLASSIFICATIONS

- **Juvenile**
Young trees that are yet to reach one third of their expected size generally less than 10 years old.
- **Reformed**
Trees which have previously been cut to a stump and allowed to regrow.
- **Semi-mature**
Trees which have reached approximately half of their expected size and are less than one third of the way through their expected lifespan; species and location considered.
- **Mature**
Trees which have reached their expected size and are approximately between one third and two thirds of the way through their expected average lifespan; species and location considered.
- **Senescent**
Trees which have over matured within the surrounding landscape and present in decline by way of tip dieback, fungal decay, branch shedding, or pest infestation.
- **Dead**
Trees which present with a non-functional crown (no green leaves), stem cambium completely dead, no evidence of root suckers or lignotuberous sprouts.

SIGNIFICANCE / RETENTION DESCRIPTORS

The significance rating is determined as a result of collation of the data set against the following significance descriptors-

Low Significance -Trees that offer little in terms of contributing to the future site for reasons of poor health (rating 0-2), structural condition (rating 1-2) or species suitability in relation to unacceptable growth habit, noxious, poisonous or weed species or a combinations of these characteristics.

Moderate Significance -Trees offering some beneficial attributes that may enhance the site in relation to botanical, historical or local significance but may be limited to some degree by their current health condition (rating 2), structural condition (rating 2-3) or short (<15yrs) ULE.

High Significance -Trees with potential to positively contribute to the future site due to their botanical, historical or local significance in combination with good characteristics of health & structure, ULE >15 yrs.

Third party/ Neighbouring trees –Trees located within adjoining properties or council owned land, these trees must be protected from physical injury or where appropriate permission is to be sort to alter or replace the tree/s.

Trees of **Low** significance should be considered for removal prior to development works proceeding.

Trees of **Moderate** significance should be considered for retention where possible within the development design, but not necessarily to the detriment of the design. Arboricultural works or alternate construction techniques within acceptable limits may be utilized to allow construction to proceed with the retention of moderate significance tree/s.

Trees of **High** significance should be considered for retention and be incorporated within the design layout. All avenues of tree protection and alternate construction techniques should be investigated.

6.4 USEFUL LIFE EXPECTANCY – ULE

(Adapted from Barrell 2001)

LONG ULE: Trees that appears to be retainable for more than 40 years.

1. Structurally sound trees located in positions that can accommodate future growth.
2. Defective trees that could be made suitable for retention in the long term by remedial arboricultural practices.
3. Trees of special significance for historical, commemorative or rarity reasons that would warrant extraordinary efforts to secure their long-term retention.

MEDIUM ULE: Trees that appear to be retainable for 15 to 40 years.

1. Trees that may only live between 15 and 40 years.
2. Trees that may live for more than 40 years but would be removed to allow for new plantings.
3. Trees that may live for more than 40 years but would be removed during the course of normal management for safety and nuisance reasons.
4. Defective trees that can be made suitable for retention in the medium term by remedial arboricultural practices.

SHORT ULE: Trees that appear to be retainable for 5 to 15 years.

1. Trees that may only live for another 5 to 15 years.
2. Trees that may live for more than 15 years but would be removed to allow for new plantings.
3. Trees that may live for more than 15 years but would be removed during the course of normal management for safety and nuisance reasons.
4. Defective trees that require substantial remedial work to make safe and are only suitable for retention in the short term.

REMOVE: Trees requiring immediate removal, or weed species that would need removal within the next 5 years. Arboricultural practices not warranted.

1. Dead trees.
2. Declining trees through disease or inhospitable conditions.
3. Dangerous trees through instability or recent loss of adjacent trees.
4. Dangerous trees through structural defects including cavities, decay, included bark, wounds or poor form.
5. Damaged trees that are considered unsafe to retain.
6. Trees that are listed as noxious weeds in the subject area.
7. Trees conflicting with structures, underground pipes or hard surfaces.

6.5 REFERENCES

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