

## WARNING TO ESTATE AGENTS

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

# Contract of Sale of Real Estate\*

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

**Property address**                      **53 AYESHA AVENUE, MELTON SOUTH VIC 3338**

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../...../2024

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

State nature of authority, if applicable: .....

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

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2024

**Print names(s) of person(s) signing:**    **RAJENDER SINGH** .....

State nature of authority, if applicable: .....

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

## IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

### Particulars of sale

#### Vendor's estate agent

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

#### Vendor

Name:	RAJENDER SINGH
Address:	
ABN/ACN:	
Email:	

#### Vendor's legal practitioner or conveyancer

Name:	National Conveyancing Group		
Address:	32 Ravenhall Way, Ravenhall VIC 3023 PO Box 3334, Caroline Springs VIC 3023		
Email:	manpreet@nationalconveyancinggroup.com.au		
Tel:	0432 605 070	Fax:	DX:
			Ref: KS:877

#### Purchaser

Name:			
Address:			
ABN/ACN:			
Email:			

#### Purchaser's legal practitioner or conveyancer

Name:			
Address:			
Email:			
Tel:		Fax:	DX:
			Ref:

#### Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11405 Folio 207	73	PS 637743Y

OR

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 53 Ayesha Avenue, Melton South VIC 3338

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

As per the Inclusions List.

**Payment** (general condition 11)

Price	\$			
Deposit	\$		by	(of which \$ has been paid)
Balance	\$		payable at settlement	

**GST** (general condition 13)

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

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

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

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

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

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

**Lease** (general condition 1.1)

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

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

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

☐ \*residential tenancy agreement for a fixed term ending on

OR

☐ \*periodic residential tenancy agreement determinable by notice

OR

☐ \*lease for a term ending on with options to renew, each of years.

**Terms contract** (general condition 23)

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

**Loan** (general condition 14)-**NOT APPLICABLE AT AUCTION**

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

Lender:

Loan amount:

Approval date:

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

**special conditions**

## 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 this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

### Special condition 1 – Acceptance of title

General condition 12.4 is added:

Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27 (1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

### \*Special condition 1B – Foreign resident capital gains withholding

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

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

## Special Conditions – cont.

### Special condition 2 – Electronic Conveyancing

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

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

3. If settlement is rescheduled due to the Purchaser, the Purchaser shall pay the Vendor's Conveyancer an amount of \$330 Inc GST for each and every rescheduled settlement, such additional amount or amounts to be paid at the rescheduled settlement.

#### 4. Planning and Restrictions

The purchaser buys subject to any restriction imposed as to the use under any order, plan, Town Planning Acts or Schemes, permit, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation or requirement made by any authority to control or restrict the use of land. Any such restriction shall not affect the validity of this contract nor shall they constitute a defect. No such restriction shall constitute a defect in the Vendor's title and the purchaser shall not be entitled to any compensation from the Vendor in respect thereof. Any warranties or representations with respect to the use of the said land or any part thereof are hereby expressly excluded and negated.

#### 5. Entire Agreement and No representations

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

The Purchaser agrees that he is not relying upon any representation made by or on behalf of the Vendor to the purchaser or a representative of the Purchaser and that the Purchaser is relying upon his own enquiries made before signing this contract.

## **6. Building and Goods**

6.1 The Purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the Vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or bylaw otherwise provided or implied and it is agreed that the Purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures.

6.2 The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the Vendors Title and the Purchaser shall not claim any compensation whatsoever from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors.

6.3 The Purchaser/s acknowledges that they has inspected the property and chattels prior to the day of sale. They agree that they are purchasing and will accept delivery of the property and chattels in their present condition and shall make no claim in relation to the condition of the property and chattels and will indemnify and keep indemnified the vendor for any claim arising out of the property or the chattels.

## **7. Deposit**

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

## **8. Auction**

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

## **9. Guarantee**

If a company purchases the property:

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

## **10. FIRB Approval**

If the named purchaser or the nominated purchaser is a foreign person within the meaning of the *Foreign Acquisitions*

*and Takeovers Act 1975* (as adopted and amended from time to time) then the purchaser warrants to the vendor that they have received approval from the Foreign Investment Review Board of the Commonwealth of Australia (FIRB Approval) and shall be deemed to be in default under this Contract unless a copy of the FIRB Approval letter is provided for the named purchaser and/or the nominated purchaser on the earlier of seven days from the date of sale or within seven days from the date the contract becomes unconditional or simultaneously with the Nomination Form (whichever is the earlier date). The named purchaser and or the nominated purchaser hereby warrant that they will comply with this special condition and all of their obligations to obtain approval to acquire the land hereby sold, as required by law and shall indemnify and keep indemnified the vendor for any loss and damages including consequential loss, and costs and expenses incurred by the vendor as a result of the vendor having relied on this warranty when entering into this contract. The Vendor shall retain an equitable interest in the land hereby sold until all loss and damages including consequential loss, and costs and expenses incurred by the vendor are paid by the party that breached this special condition.

## **11. Nomination**

General Condition 18 is replaced with the following:

If the named Purchaser chooses to nominate a substitute or additional purchaser the named Purchaser shall remain personally liable for the due performance and observance of all the named Purchaser's obligations under this contract and it shall be a condition precedent to such nominations that:

- (a) The Purchasers representative shall not submit any nomination documents to the Vendors representative where the nominated Purchaser is still required to seek approval from the Foreign Investment Review Board (FIRB);
- (b) The named Purchaser shall have the substituted purchaser sign an approved Nomination Form and provide the executed form to the Vendor's representative - at least 14 days before settlement;
- (c) If the nominated purchaser or one or more of them is an incorporated body, then the nominated Purchaser shall deliver a personal guarantee to the Vendor's representative signed by all the directors of the said incorporated body;
- (d) The nominated purchaser acknowledges that the vendor will incur additional conveyancing costs due to the Purchaser's nomination as the Vendor's Conveyancer will be required to (among other tasks) check the validity of the nomination, update their system records and re prepare the notices of disposition. The Nominee therefore agrees to pay the Vendors Representatives legal costs for administration in the sum of \$250.00 by way of adjustment at Settlement.

## **12 . Default Interest & Costs Payable**

- a) General Condition 26 is amended by inserting 6% instead of 2%.  
The said interest shall be calculated from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing.
- b) The purchaser hereby agrees that reasonable costs of each default is the sum of \$990.00 including GST, payable to the vendor's representative.
- c) Should settlement be rescheduled after all parties have accepted a scheduled booking on the same day, the purchaser further acknowledges to pay \$330.00 including GST for each rescheduled settlement at settlement should the fault be of their own, bank or representative payable to the vendors representative.

## **13. Identity**

The Purchaser admits that the Land as offered for sale and inspected by the Purchaser is identical to that described in the Title particulars in the Vendors Statement herewith. The Purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in the area or measurements or call upon the Vendor to amend title or bear all or any part of the cost of doing so.

## **14. Breach**

General Condition 25 is amended by adding the following new paragraph at the end of the condition. 'The purchaser acknowledges that the following items constitute a reasonable foreseeable loss', the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay in addition:

- a) Expenses payable by the Vendor under any existing loans secured over the property or other property of the vendor associated with this settlement including interest payable by the vendor.
- b) The vendor's legal costs and additional conveyancing expenses incurred due to the breach; including the cost of issuing any Default Notice prepared and served on the Purchaser agreed at a sum of \$770.00 including GST to the vendor's representative, per service.
- c) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
- d) Legal costs and expenses as between the Vendor and its Solicitor and/or conveyancer;
- e) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase;
- f) Accommodation and removalist expenses that are additionally incurred as a result of the Purchaser's delay with settlement.

## **15. Notice**

General Condition 21 is replaced with the following:

- 21.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is made before the day of sale and does not relate to periodic outgoings.
- 21.2 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.
- 21.3 The purchaser may enter the property to comply with the responsibility where action is required before settlement, at the vendors discretion.

## **16. Non payment of the whole or part of the deposit**

The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract. Furthermore the contract may be immediately terminated by the vendor at his option. If the contract is terminated, the deposit paid is forfeited to the vendor.

General Condition 27 shall not apply where the deposit or part of the deposit is not paid when it is due.

## **17. Swimming Pools and Smoke Alarms**

17.1 The Vendor makes no representation and accepts no responsibility concerning compliance of swimming pools or spas with the minimum standards of the Building Regulations 1994. The purchaser is advised that Regulation 5.13 requires that pools or spas have barriers installed to restrict access by some children to the swimming pool, within 30 days if the date of completion of the Contract, or, in the case of a terms contract, after the purchaser becomes entitled to possession or to the receipt of rents and profits.

17.2 The Vendor makes no representations and accepts no responsibility concerning compliance with the Building Regulations 1994 requirement for smoke alarms. The purchaser is advised that Regulation 5.14 of the Building Regulations 1994 requires that all dwelling and or units be fitted with self-contained smoke alarms within 30 days of settlement.

## **18 Building report- NOT APPLICABLE AT AUCTION**

18.1 The purchaser may end this contract within 7 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner 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 in then in default.

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

18.3 A notice under this special 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.

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

## **19. Pest report- NOT APPLICABLE AT AUCTION**

19.1 The purchaser may end this contract within 7 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;
- b) gives the vendor a copy of the report and a written notice ending this contract; and
- c) is not in then in default.

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

19.3 A notice under this special 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.

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

## **20. Finance: NOT APPLICABLE AT AUCTION**

If this contract is subject to finance, the purchaser must provide the Vendor's Legal Representative with written notice as to whether the Purchaser's finance application has or has not been unconditionally approved. Where a purchaser's application for finance has not been approved, the Purchaser may end this contract by notice in writing and must provide a letter from an Authorized Banking Institution stating the decline has been issued. General Condition 14.2(c) does not apply to this contract.

If the Purchaser fails to notify the vendor as required, or if further extensions are not granted by the Vendor, the Vendor may terminate the Contract. A letter from mortgage broker/mobile lender is not sufficient in this regard.

**21 .** The Purchaser shall pay to the Vendor's representative the sum of \$220 for each extension made to the finance and/or deposit payment due date ( or other change to the contract or settlement document) made with the Vendor's consent, at the Purchaser's request.

**22.** Adjustments- Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 business days prior to the due date of settlement and any failure to do so , will cause the Purchasers to pay administration fee to the Vendors representative of \$220 for the delay in receiving Statement of Adjustments.

## **23. Improvements**

The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes and or any other regulations there under any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws and regulations shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor , nor require the Vendor to comply with any one or more of those laws or regulations or provide any documents including any requirements to fence any pool or spa or install smoke detectors.

## **24. Changes to Building Contract & Plans and Specifications**

24.1 The Purchaser acknowledges and agrees that there may be variations or alterations to the Building Contract and/or the Plans and Specifications:

(a) by changing the construction details (for example: façade specifications or service provisions), appliances, fixtures, fittings and finishes and the location or position of any appliances, fixtures and fittings described in the Plans and Specifications from time to time in any manner the Vendor or the Builder (as the case may be), acting reasonably, considers necessary or desirable including by substituting, changing the position or location of any of the appliances, fixtures, fittings and finishes specified in the Plans and Specifications with other appliances, fixtures, fittings and finishes of a similar standard or quality to:

- (i) comply with any desires, Requirements or recommendations of any Authority; or
- (ii) enable the proper construction of the Dwelling or realisation of the Development;

24.2 The Purchaser acknowledges and agrees that if the Plans and Specifications are varied or altered as contemplated by special condition 24.1, the Vendor is not obliged to inform the Purchaser of it.

24.3 The Purchaser must not make any requisition or objection or exercise any Purchaser Rights in relation to any matter referred to in this special condition 24.

## **25. THE BUILDING WORKS**

25.1 The Vendor will obtain the relevant Building Permit & Approval and enter into a Building Contract with a registered Builder for the construction of the Building Works.

25.2 The Vendor must comply with its obligations under the Building Contract and subject to special condition 25.6 do everything including enforcing its rights under the Building Contract necessary to ensure the Building Works are completed in accordance with the Building Contract.

25.3 The Purchaser acknowledges that it will have no right to make any Claim or exercise any of the Waived Rights in relation to the Building Variations.

25.4 Building Variations that may be made be made without reference to the Purchaser include, but are not limited to: (a) substitution of any of the specified fixtures, fittings, finishes, appliances and other chattels with items of the same quality; (b) changes in the size, dimension or design of architectural features; (c) changes to the size, nature or location of any part of the Building (including shared use areas and Common Property) except the Property; (d) any changes as a result of Site conditions or to ensure compliance with any requirements of any Authority; (e) changes resulting from the practicalities of construction including without limitation, the dictates of good building practices and availability of materials; and



alterations to the external size and appearance, internal layout and structure of the Building to incorporate any Development Variations provided the size of the Lot being purchased by the Purchaser is not substantially, materially and detrimentally affected.

25.5 The Building Works will be deemed to have been completed and the Vendor will be discharged of its obligations under this Contract upon the issue of an Occupancy Permit.

25.6 The Purchaser acknowledges that the Vendor may elect to terminate the Contract if the Development or the Building Works cannot or will not proceed for the following reasons: (a) failure to obtain necessary Permits & Approvals; (b) inability to engage a Builder; (c) inability to enter into Contracts to sell Lots on the Plan of Subdivision, (d) inability to obtain sufficient pre-sales or funding on terms acceptable to the Vendor; (e) if any requirement or conditions imposed in relation to the issue of the Permits & Approvals is in the opinion of the Vendor not acceptable to the Vendor or too onerous for the Vendor to perform; (f) if the Vendor forms the opinion that the Development is not commercially viable; or (g) for any other reason whatsoever, in which case the Deposit will be refunded to the Purchaser and the Vendor is not liable to the Purchaser for any damages, loss or expense incurred by the Purchaser as a consequence. Each party will cease to have any further Claim against the other.

25.7 The Purchaser acknowledges: (a) the Vendor has no personal obligation to carry out, arrange or manage any construction work or Building Work pursuant to this Contract; (b) the Vendor is not a registered builder; (c) this Contract is not a Major Domestic Building Contract; and (d) the Building is to be constructed under a separate contract that is a Major Domestic Building Contract.

25.8 If for any reason this Contract is held to be a Major Domestic Building Contract by a Court having competent jurisdiction, the parties will agree to vary the terms of this Contract as the Vendor directs so that it complies with the Domestic Building Contracts Act 1995 (Vic) ( )

25.9 The parties acknowledge the DBCA as far as legally possible, does not apply to this Contract and the Purchaser cannot rescind this Contract because of payment of an initial 10% deposit or because of any other breach of the DBCA.

25.10 Any variation of this Contract under this Special Condition 25 does not constitute a defect in the alleged non-compliance with the DBCA.

25.11 The Vendor does not have to vary in any way the Building Contract to comply with any matters in this Special Condition 25.

## **26. Building Permit and Occupancy Permit**

This Contract is subject to and conditional upon the Vendor obtaining a Building and Occupancy Permit by a building surveyor or council with respect to the construction of a home on the property in accordance with the building plans and specifications attached to this contract.

## **27. OFFICE CLOSURE**

The Vendor's conveyancer's office will be closing for the 2024/2025 Christmas Period.

Should the due date for settlement as stipulated in the Particulars of Sale fall between 21 December 2024 and 10 January 2025 (inclusive), this Special Condition shall prevail and have the effect of altering the due date for settlement to read 13 January 2025.

Neither party shall have any recourse against the other or shall be entitled to make any claim, requisition or request for compensation should the due date for settlement be required to be changed to 13 January 2025.

Furthermore, should the due date for any special conditions, including but not limited to purchaser's loan approval, building and pest inspections and/or representative review of the contract (or any extensions thereto), fall between 21 December 2024 and 10 January 2025 (inclusive), this Special Condition shall prevail and have the effect of altering the due date for such condition to read 13 January 2025. Neither party shall have any recourse against the other or shall be entitled to make any claim, requisition or request for compensation should the due date for conditions/approvals be required to be changed to 13 January 2025.

# CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

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

## TITLE

### 1. Encumbrances

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

### 2. Vendor warranties

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

### 3. Identity of the land

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

### 4. Services

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

### 5. Consents

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

### 6. Transfer

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

- 7. Release of security interest**
- 7.1** This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2** For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3** If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
- only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - keep the date of birth of the vendor secure and confidential.
- 7.4** The vendor must ensure that at or before settlement, the purchaser receives—
- a release from the secured party releasing the property from the security interest; or
  - 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
  - a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5** Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property —
- that —
    - the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - 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
  - that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6** The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if —
- the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7** A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8** A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9** If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10** In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11** The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12** The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13** If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—
- 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
  - any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.
- 7.14** The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15** Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.
- 8. Builder warranty insurance**
- The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendors possession relating to the property if requested in writing to do so at least 21 days before settlement.
- 9. General law land**
- 9.1** This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2** The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3** The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4** The purchaser is taken to have accepted the vendor's title if:
- 21 days have elapsed since the day of sale; and
  - the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5** The contract will be at an end if:
- 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
  - the objection or requirement is not withdrawn in that time.
- 9.6** If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7** General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

## MONEY

- 10. Settlement**
- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 11. Payment**
- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred
- 12. Stakeholding**
- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 13. GST**
- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.
- 14. Loan**
- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

- (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

**15. Adjustments**

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

**TRANSACTIONAL**

**16. Time**

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

**17. Service**

- 17.1 Any document sent by
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) email is taken to have been served at the time of receipt within the meaning of Section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
  - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or 'serve' or any other expression is used.

**18. Nominee**

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

**19. Liability of signatory**

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

**20. Guarantee**

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

**21. Notices**

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

**22. Inspection**

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

**23. Terms contract**

- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

**24. Loss or damage before settlement**

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

**25. Breach**

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

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

**DEFAULT**

**26. Interest**

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

**27. Default notice**

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

**28. Default not remedied**

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

## GUARANTEE and INDEMNITY

I/We, ..... of .....

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

being the **Sole Director / Directors** of ..... ACN .....

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

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

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

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said

Print Name.....

in the presence of:

Witness.....

)

)

)

)

)

)

Director (Sign)

SIGNED SEALED AND DELIVERED by the said

Print Name.....

in the presence of:

Witness.....

)

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)

)

)

)

Director (Sign)

# **SECTION 32**

# **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II  
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

<b>Vendor:</b>	RAJENDER SINGH
<b>Property:</b>	53 Ayesha Avenue, Melton South VIC 3338

**VENDORS REPRESENTATIVE**

National Conveyancing Group  
32 Ravenhall Way, Ravenhall VIC 3023  
PO Box 3334  
CAROLINE SPRINGS VIC 3023  
Tel: 0432 605 070  
Email: manpreet@nationalconveyancinggroup.com.au

Ref: KS:877



**32A FINANCIAL MATTERS**

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

**Their total does not exceed \$6000.00**

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:- None to the Vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

**32B INSURANCE**

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

**32C LAND USE**

(a) **RESTRICTIONS**

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

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- 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. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) **BUSHFIRE**

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) **ROAD ACCESS**

There is access to the Property by Road.

SECTION 32 STATEMENT  
53 Ayesha Avenue, Melton South VIC 3338

(d) PLANNING

Planning Scheme: Melton Planning scheme  
Responsible Authority: Melton City Council  
Zoning: See attached certificate  
Planning Overlay/s: See attached certificate

**32D NOTICES**

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

**32E BUILDING PERMITS**

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

Is contained in the attached Certificate/s.

**32F OWNERS CORPORATION**

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

**32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

**32H SERVICES**

Service	Status
Electricity supply	Not Connected
Gas supply	Not Connected
Water supply	Not Connected
Sewerage	Not Connected
Telephone services	Not Connected

**SECTION 32 STATEMENT**  
53 Ayesha Avenue, Melton South VIC 3338

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 any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

**32I    TITLE**

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

**ATTACHMENTS**

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence Checklist**

**DATE OF THIS STATEMENT**

	/		/20	
--	---	--	-----	--

**Name of the Vendor**

**RAJENDER SINGH**

**Signature/s of the Vendor**

✕

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

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

**DATE OF THIS ACKNOWLEDGMENT**

	/		/20	
--	---	--	-----	--

**Name of the Purchaser**

**Signature/s of the Purchaser**

✕

# Due Diligence Checklist

## What you need to know before buying a residential property

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



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

Page 1 of 2

VOLUME 11405 FOLIO 207

Security no : 124117172121B  
Produced 05/08/2024 10:46 AM

### LAND DESCRIPTION

Lot 73 on Plan of Subdivision 637743Y.

PARENT TITLES :

Volume 08303 Folio 749      Volume 10345 Folio 752

Created by instrument PS637743Y 20/02/2013

### REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

RAJENDER SINGH of 6 FLOREAT GROVE CRAIGIEBURN VIC 3064

AX172255F 21/08/2023

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX172256D 21/08/2023

AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS637743Y 20/02/2013

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

### DIAGRAM LOCATION

SEE PS637743Y 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: 53 AYESHA AVENUE MELTON SOUTH VIC 3338

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

Effective from 21/08/2023

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS637743Y

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

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Page 2 of 2

DOCUMENT END



# Imaged Document Cover Sheet


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Document Type	<b>Plan</b>
Document Identification	<b>PS637743Y</b>
Number of Pages (excluding this cover sheet)	<b>6</b>
Document Assembled	<b>05/08/2024 10:46</b>

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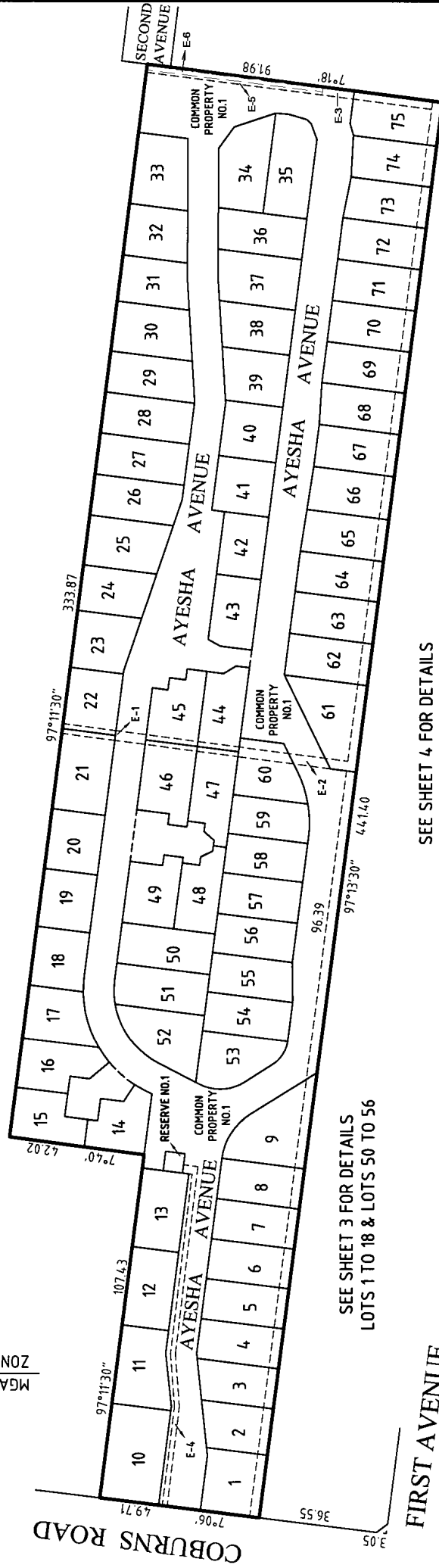
PLAN OF SUBDIVISION		STAGE No. _____	EDITION 1	PLAN NUT 04/02/2013 \$12,559.20 PS 
<b>LOCATION OF LAND</b> PARISH: DJERRIWARRH SECTION: 5 CROWN ALLOTMENT: D7 (PART) TITLE REFERENCE: VOL. 10345 FOL. 752 VOL. 08303 FOL. 749 LAST PLAN REFERENCE: PS 403513Y (LOT 2) TP 246347Y (LOT 1) POSTAL ADDRESS: 40-42 COBURNS ROAD (At time of subdivision) MELTON SOUTH 3338 MGA Co-ordinates E 285 600 (of approx centre of land in plan) N 5 824 775 ZONE: 55		<b>COUNCIL CERTIFICATION AND ENDORSEMENT</b> COUNCIL NAME: MELTON SHIRE COUNCIL REF: <i>Sub3664</i> <del>1. This plan is certified under Section 6 of the Subdivision Act 1988.</del> 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6. 23 / 4 / 2012 <del>3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.</del> OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 <del>has</del> /has not been made. (ii) <del>The requirement has been satisfied.</del> (iii) <del>The requirement is to be satisfied in Stage .....</del> <del>Council Delegate</del> <del>Council Seat</del> Date / / Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate <i>G Addab</i> <del>Council Seat</del> Date 12 / 9 / 12		
<b>VESTING OF ROADS AND/OR RESERVES</b> IDENTIFIER COUNCIL/BODY/PERSON RESERVE No.1 POWERCOR AUSTRALIA LTD.				
<b>NOTATIONS</b> STAGING This <del>is</del> /is not a staged subdivision. Planning permit No: PA2004/372/1 DEPTH LIMITATION DOES NOT APPLY SURVEY THIS PLAN IS <del>1:5 NOT</del> BASED ON SURVEY. COMMON PROPERTY 1 IS ALL THE LAND IN THE PARCEL OTHER THAN LOTS 1 TO 75 (BOTH INCLUSIVE) AND RESERVE No.1.  <b>OTHER PURPOSE OF THIS PLAN:</b> CREATION OF RESTRICTION UPON REGISTRATION OF THIS PLAN A RESTRICTION IS TO BE CREATED, SEE SHEET 7.  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NO.s PM 59 & PM 177 IN PROCLAIMED SURVEY AREA NO. 27. <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT &amp; LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES</div>				
IQRA VILLAGE NO. OF LOTS : 75				
<b>EASEMENT INFORMATION</b> LEGEND E-Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A-Appurtenant Easement R-Encumbering Easement(Road) Easements Pursuant to Section 12 (2) of the Subdivision Act 1988 Apply to Land in this Plan				<b>LRS USE ONLY</b> STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT  RECEIVED <input checked="" type="checkbox"/>  DATE 4/02/13  PLAN REGISTERED  TIME 3.47 PM DATE 20/02/2013  RHills Assistant Registrar of Titles SHEET 1 OF 6 SHEETS
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	3m	PS 403513Y	WESTERN REGION WATER AUTHORITY
E-2	SEWERAGE	3m	THIS PLAN	WESTERN WATER
E-3	SEWERAGE	2m	THIS PLAN	WESTERN WATER
E-4	ELECTRICITY SUPPLY	1.5	THIS PLAN	POWERCOR AUSTRALIA LTD
E-5	SEWERAGE	0.50	THIS PLAN	WESTERN WATER
E-6	SEWERAGE	2m	PS403513Y	WESTERN WATER
E-6	SEWERAGE	2m	C/E L128139H	MELTON SHIRE COUNCIL
Land Development Consulting Suite 20, The Clocktower 255 Drummond Street, Carlton, 3053 Phone 9347 5655 Fax 9347 5054		LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON SIGNATURE <i>[Signature]</i> DATE 6, 9, 12 REF 3540 PS VERSION E		<i>G Addab</i> DATE 12 / 9 / 2012 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

## PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
-----------	-------------

PLAN NUMBER

**PS 637743Y**



IQRA VILLAGE

NO. OF LOTS : 75

Land Development Consulting  
Suite 20, The Clocktower  
255 Drummond Street, Carlton, 3053  
Phone 9347 5655 Fax 9347 5054

LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON

SIGNATURE h. [Signature] DATE 6, 9, 12

DATE 6, 9, 12-

REF	3540 PS	VERSION	E
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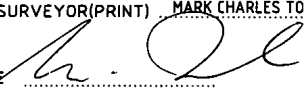
SHEET 2

*G. Adalberto*  
DATE 12/19/2012  
COUNCIL DELEGATE SIGNATURE







	<b>PLAN OF SUBDIVISION</b>	STAGE No. _____	PLAN NUMBER <b>PS 637743Y</b>
<div style="text-align: center; margin-bottom: 20px;"> <h2 style="margin: 0;">CREATION OF RESTRICTION</h2> </div> <div style="text-align: center; margin-bottom: 20px;"> <p>LAND TO BENEFIT : LOTS 1 TO 75 (BOTH INCLUSIVE)</p> <p>LAND TO BE BURDENED : LOTS 1 TO 75 (BOTH INCLUSIVE) (EACH LOT BEING A 'BURDENED LOT')</p> </div> <div style="margin-bottom: 20px;"> <p><u>Description of the restriction:</u></p> <p>The registered proprietor or proprietors for the time being of any lot in this plan shall not construct or permit to be constructed any buildings and works on the lot that are not in general accordance with the plans endorsed as part of Melton Shire Council Planning Permits PA 2003/402 &amp; PA 2003/403, or unless agreed in writing by the Melton Shire Council.</p> </div> <div style="text-align: center; margin-bottom: 20px;"> <p>THIS RESTRICTION WILL CEASE TO APPLY TO A LOT IN THIS PLAN ONE(1) YEAR AFTER A CERTIFICATE OF OCCUPANCY IS ISSUED FOR THE WHOLE OF A DWELLING ON THAT LOT.</p> </div>			
<div style="border: 1px solid black; padding: 5px; width: 200px; float: left; margin-right: 10px;"> <p style="margin: 0;">IQRA VILLAGE</p> <p style="margin: 0;">NO. OF LOTS : 75</p> </div> <div style="clear: both;"></div>			
<p>Land Development Consulting Suite 20, The Clocktower 255 Drummond Street, Carlton, 3053 Phone 9347 5655 Fax 9347 5054</p>	<p>LICENSED SURVEYOR(PRINT) <u>MARK CHARLES TOMKINSON</u></p> <p>SIGNATURE <u></u></p>	<p>DATE <u>6, 9, 12</u></p> <p>REF 3540 PS VERSION E</p>	<p><u>G. Add to</u></p> <p>DATE <u>12/9/2012</u></p> <p>COUNCIL DELEGATE SIGNATURE</p> <p style="text-align: center;"><b>SHEET 6</b></p>



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 05/08/2024 10:46:48 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS637743Y**

The land in PS637743Y is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 75.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

LEVEL 1 1 QUEENS ROAD MELBOURNE VIC 3004

AU950067V 27/10/2021

### Owners Corporation Manager:

NIL

### Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

### Owners Corporation Rules:

1. AK385399E 05/06/2013

### Additional Owners Corporation Information:

OC017212Q 20/02/2013

### Notations:

NIL

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 05/08/2024 10:46:48 AM

OWNERS CORPORATION 1  
PLAN NO. PS637743Y

**Entitlement and Liability:**

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
Lot 16	10	10
Lot 17	10	10
Lot 18	10	10
Lot 19	10	10
Lot 20	10	10
Lot 21	10	10
Lot 22	10	10
Lot 23	10	10
Lot 24	10	10
Lot 25	10	10
Lot 26	10	10
Lot 27	10	10
Lot 28	10	10
Lot 29	10	10
Lot 30	10	10
Lot 31	10	10
Lot 32	10	10
Lot 33	10	10
Lot 34	10	10
Lot 35	10	10



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS637743Y**

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 36	10	10
Lot 37	10	10
Lot 38	10	10
Lot 39	10	10
Lot 40	10	10
Lot 41	10	10
Lot 42	10	10
Lot 43	10	10
Lot 44	10	10
Lot 45	10	10
Lot 46	10	10
Lot 47	10	10
Lot 48	10	10
Lot 49	10	10
Lot 50	10	10
Lot 51	10	10
Lot 52	10	10
Lot 53	10	10
Lot 54	10	10
Lot 55	10	10
Lot 56	10	10
Lot 57	10	10
Lot 58	10	10
Lot 59	10	10
Lot 60	10	10
Lot 61	10	10
Lot 62	10	10
Lot 63	10	10
Lot 64	10	10



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 05/08/2024 10:46:48 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS637743Y**

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 65	10	10
Lot 66	10	10
Lot 67	10	10
Lot 68	10	10
Lot 69	10	10
Lot 70	10	10
Lot 71	10	10
Lot 72	10	10
Lot 73	10	10
Lot 74	10	10
Lot 75	10	10
<b>Total</b>	<b>750.00</b>	<b>750.00</b>

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.



# Rates Statement

Rates and Charges for period 1 July 2024 to 30 June 2025

Issue date: 9 August 2024

Assessment Number: 605204

Owner: (as recorded by Council)

R Singh  
6 Floreat Grove  
CRAIGIEBURN VIC 3064

Property location: 53 Ayesha Avenue MELTON SOUTH 3338

Title: LOT: 73 PS: 637743Y V/F: 11405/207

Effective Date: 01/07/2024

Ward: Base Date: 01/01/2024

## 1. Valuations:

Capital Improved Value:	Site Value:	Net Annual Value:
\$265,000	\$265,000	\$13,250

## 2. Rates and charges and other monies:

Vacant Land Date Levied 01/07/2024	\$877.65
Municipal Charge Date Levied 01/07/2024	\$164.00
Residential FSPL Fixed Charge Date Levied 01/07/2024	\$132.00
Residential FSPL Variable Charge Date Levied 01/07/2024	\$23.06
Rate arrears to 30/06/2024:	-\$0.20
Interest to 06/08/2024:	\$0.00
Other monies: (Including legal fees)	\$0.00
Less rebates:	\$0.00
Less payments:	\$0.00
Less other adjustments:	\$0.00
<b>Total rates and charges due:</b>	<b><u>\$1,196.51</u></b>
30/09/2024 1 <sup>st</sup> Instalment	<b>\$298.97</b>
30/11/2024 2 <sup>nd</sup> Instalment	<b>\$299.18</b>
28/02/2025 3 <sup>rd</sup> Instalment	<b>\$299.18</b>
31/05/2025 4 <sup>th</sup> Instalment	<b>\$299.18</b>

A vibrant, safe and liveable  
City accessible to all

Civic Centre  
232 High Street  
Melton VIC 3337

Postal Address  
PO Box 21  
Melton VIC 3337

ABN 22 862 073 889

03 9747 7200  
csu@melton.vic.gov.au  
melton.vic.gov.au  
cityofmelton



**Tax Invoice #4396784** (ABN 70 066 902 467)  
Issued 9 February 2024  
36 Macedon Street Sunbury Victoria 3429

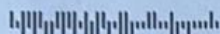
[gww.com.au](http://gww.com.au)

Call 13 44 99

Faults & Emergencies (24 hours)

Account queries (Mon-Fri 8.30am-5.00pm)

SMS 0480 015 200 - account queries only



603203-003 000130(527) R

R Singh

6 Floreat Gr

CRAIGIEBURN VIC 3064

**Account Number**  
**16-3252-2650-01-4**

**Amount Due**  
**\$ 216.07**

**Pay by**  
**1 March 2024**

**Next Reading:** May 2024

**Service Address:** 53 Ayesha Ave, Melton South VIC 3338

<b>Opening Balance</b>	<b>\$426.90</b>
Payment received on 26 Nov 2023	\$426.90 CR
<b>Balance</b>	<b>\$0.00</b>
<b>Greater Western Water - Current Charges</b>	
Water Service Network Charge	\$51.31
Sewerage Service Network Charge	\$135.39
Melbourne Water - Waterways Charge	\$29.37
<b>Total</b>	<b>\$216.07</b>
<b>Total Amount Due</b>	<b>\$216.07</b>

**Payment assistance:**  
We have a number of options available if you're finding it difficult to pay.  
Call 13 44 99 or visit [gww.com.au](http://gww.com.au)

**To close your account:**  
Visit [gww.com.au](http://gww.com.au) to see what you need to do.

## Your bill experience is changing

We're making some changes so that it's simpler to manage your account online. We're also redesigning your bill so it's easier to read and understand.

To find out more visit [gww.com.au/billexperience](http://gww.com.au/billexperience)



# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 05 August 2024 10:51 AM

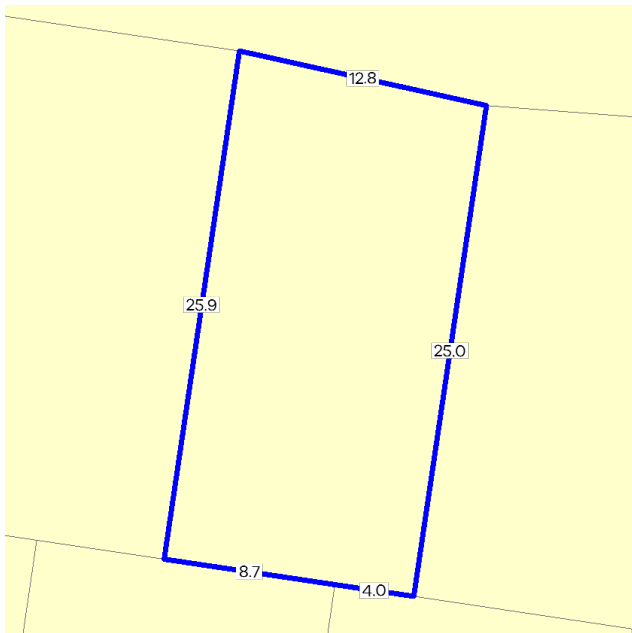
## PROPERTY DETAILS

Address: **53 AYESHA AVENUE MELTON SOUTH 3338**  
Lot and Plan Number: **Lot 73 PS637743**  
Standard Parcel Identifier (SPI): **73\PS637743**  
Local Government Area (Council): **MELTON**  
Council Property Number: **605204**  
Directory Reference: **Melway 342 J1**

[www.melton.vic.gov.au](http://www.melton.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 325 sq. m

**Perimeter:** 76 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **Greater Western Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**  
Legislative Assembly: **MELTON**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map



Selected Property



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 05 August 2024 10:51 AM

## PROPERTY DETAILS

Address: **53 AYESHA AVENUE MELTON SOUTH 3338**  
Lot and Plan Number: **Lot 73 PS637743**  
Standard Parcel Identifier (SPI): **73\PS637743**  
Local Government Area (Council): **MELTON**  
Council Property Number: **605204**  
Planning Scheme: **Melton**  
Directory Reference: **Melway 342 J1**

[www.melton.vic.gov.au](http://www.melton.vic.gov.au)

[Planning Scheme - Melton](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **Greater Western Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**  
Legislative Assembly: **MELTON**

## OTHER

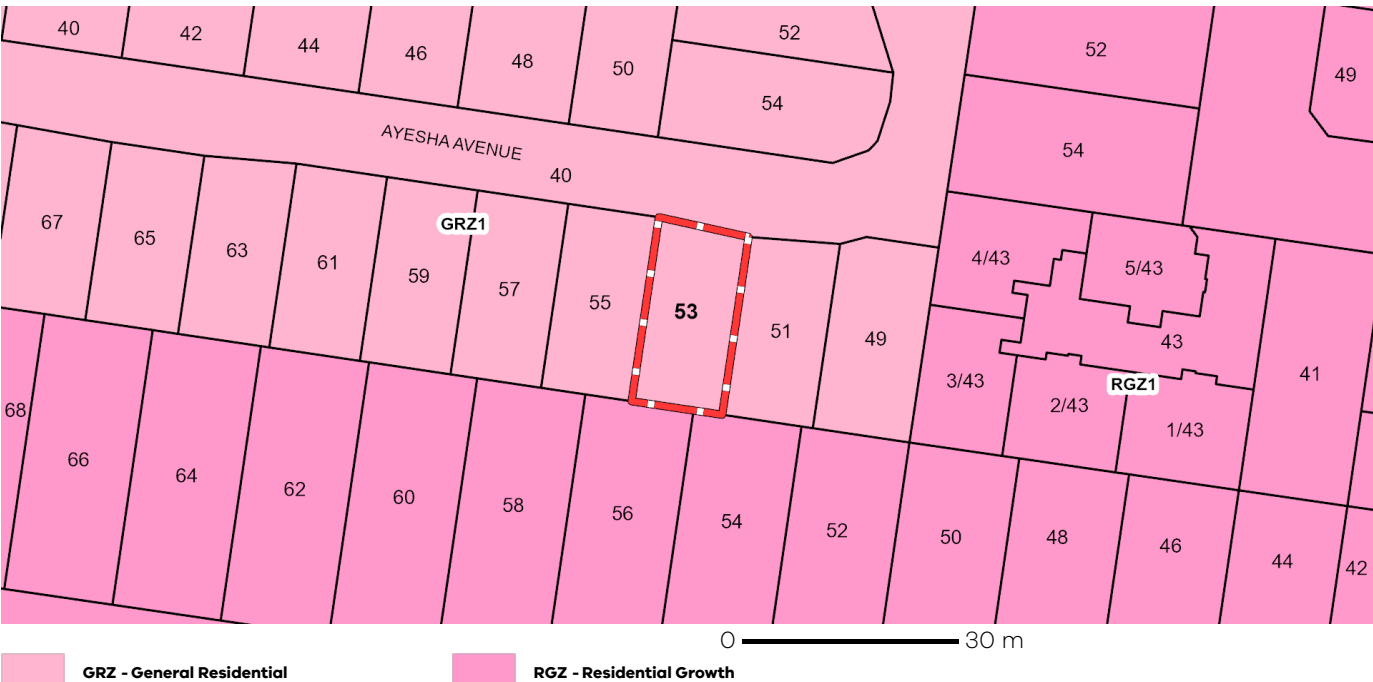
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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

## Planning Overlays

No planning overlay found

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

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



## Further Planning Information

Planning scheme data last updated on 2 August 2024.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

## FORM 2

Regulation 37(1)

**Building Act 1993**

Building Regulations 2018

**BUILDING PERMIT NO. BS-L 75972/8346561952188**

**11 JUNE 2024**

### Issued to

Agent of Owner **SALEH HOMES PTY. LTD.**  
ACN / ARBN **610 518 173**  
Postal Address **21 Mckane Street Kalkallo** Postcode **3064**  
Email **khalid@salehhomes.com.au**  
Address for serving or giving of documents: **21 Mckane Street Kalkallo** Postcode **3064**  
Contact Person **Khalid Butt** Telephone **0451 188 422**

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

Owner **Rajendar Singh**  
ACN / ARBN  
Postal Address **6 Floreat Grove Craigieburn** Postcode **3064**  
Email **razzverma07@gmail.com**  
Contact Person **Rajendar Singh** Telephone **0414 050 777**

### Property Details [include title details as and if applicable]

Number **53** Street/Road **Ayesha Avenue** Suburb **MELTON SOUTH** Postcode **3338**  
Lot/s **73** LP/PS **73\PS637743** Volume **11405** Folio **207**  
Crown allotment **D7 (PART)** Section No **5** Parish **DJERRIWARRH** County **N/A**  
Municipal District **Melton**

### Builder

Name **SALEH HOMES PTY. LTD.** Telephone **0451 188 422**  
Address **21 Mckane Street Kalkallo 3064**  
ACN/ARBN: **610 518 173**  
Building practitioner registration no: **CDB-U 65567**

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

### Details of Building Practitioners and Architects

Name	Category/class	Registration Number
Saad Aurangzeb	Draftsperson	DP-AD 64196
Alex Sorgiovanni	Engineer	PE0000524

## Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is:	Insurance policy number	Insurance policy date
VMIA Insurance	C873916	18/03/2024

## Details of Relevant Planning Permit

Planning Permit No: **N/A**

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

## Nature of Building Work

Description: **Construction of Single Storey Dwelling & Associated Garage**

Storey's contains: **1**

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

Rise in storey's: **1**

Effective height: **N/A**

Type of construction: **N/A**

Version of BCA applicable to permit: **2019**

Cost of Building Work: **\$340,000.00**

Total floor area of new building work in m<sup>2</sup>: **195**

## Building classification

Part of Building: **Dwelling**

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

Part of Building: **Garage**

BCA Classification: **10a**

## Prescribed Reporting Authorities

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

Reporting Authority	Matter Reported On Or Consented To	Regulation no
Melton City Council	Property Information	Regulation 51 (2)
Melton City Council	Stormwater Drainage – Point of Discharge	Regulation 133 (2)
Melton City Council	Amended plans associated with a permit for the construction of thirty-two dwellings and associated removal of native vegetation to allow for alterations to the proposed dwelling at 53 Ayesha Avenue, Melton South.	Secondary Consent
Melton City Council	Development of the land for the purposes of thirty two (32) dwellings and associated car parking and landscaping	Planning Permit PA2003/403
Melton City Council	Development of the land for the purposes of forty three (43) dwellings and associated car parking and landscaping	Planning Permit PA2003/402

## Protection Work

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

## Inspection Requirements

The mandatory inspection notification stages are:

1. Piers
2. Pre Slab
3. Slab Steel
4. Frame - Dom/Res
5. Final - Dom/Res

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

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

### Commencement and Completion

This building work must commence by 11 June 2025

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

This building work must be completed by 11 June 2026

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

### Conditions

This permit is subject to the following conditions:

1. The builder and/or owner must take all reasonable steps to ensure that the registration numbers and
2. contact details of the builder and building surveyor, the number of the relevant building permit and the date of issue of this permit are displayed on the allotment in a conspicuous position accessible to the
3. public prior to the commencement of the building works. In addition, take all reasonable steps to ensure that this information continues to be displayed and remains visible and legible for the duration of the building work to which this permit applies.
4. WC doors where the jamb is within 1.2m of the pan are to be fitted with lift off hinges.
5. Building works must not proceed beyond any mandatory inspection stage until the required inspection has
6. been completed and approved. Building works proceeding beyond mandatory stage without an approval will result in enforcement action in issuing a (Building Notice/Order).
7. Three copies of truss computations and layouts to be submitted for approval prior to the frame inspection.
8. The following information must be displayed on the allotment in a conspicuous position accessible to
9. the public prior to the commencement of building work, for the duration of the building work;
10. (1) Building Permit Number & Date of issue
11. (2) Registration Number & contact details of the Builder & the Relevant Building Surveyor.
12. Temporary fence must be provided where necessary to protect the public from injury or access to the building site. A permit may be required from the local authority for Asset Protection prior to commencing building work.

### Relevant Building Surveyor

Name: **Mohammed Assaad**

Address: **6 Hossack Avenue, Coburg VIC 3058**

Email: **mohammed@assabs.com.au**

Building practitioner registration no.: **BS-L 75972**

Municipal district: **Melton**

Permit no.: **8346561952188**

Date of issue of permit: **11 June 2024**



**APPENDIX 'A'**  
**REQUIRED CERTIFICATES**  
**BUILDING PERMIT NO. BS-L 75972/8346561952188**

- A. Form 15 - Occupancy Permit Application Form
- B. Plumbing Certificate: – Roof Plumbing – Sanitary Plumbing – Septic Tank Installation – Drainage (below ground sewer) – Drainage (below ground stormwater) – Cold Water Plumbing – Hot Water Plumbing – Mechanical Services – Backflow Prevention – Residential & Domestic Fire Sprinkler System – Grey or Recycled Water – Gas Fitting (natural Gas type A installation) – Gas Fitting (LPG type A installation) – Gas Fitting (other types of gases) – Fire Protection – Irrigation
- C. Certificate of electrical safety for Prescribed electrical installation works (main power).
- D. Certificate of electrical safety for Non-Prescribed electrical installation works (internal works).
- E. Certificate from the electrician on the installation for the smoke alarms to be in accordance with AS 3786 and hard wire connected to the consumer mains power.
- F. Certificate of installation to be provided by the installer of the termite management system used to protect against termites in accordance with AS3660.1. • Part A • Part B
- G. Certificate from the Contractor stating that the application of waterproofing to (internal) wet areas has been installed in accordance with AS 3740.
- H. Certificate from window manufacturer that external glazed assemblies have been installed and comply with AS 2047 (these include sliding doors with frame, adjustable louvres, shop fronts not including door, and window walls with one-piece framing).
- I. Statement or certificate from Glazier that all glazed assemblies have been installed in accordance with AS 1288 (this includes all internal glazing, shower screens etc.).
- J. Thermal Insulation Certificate from installer confirming elements consist of the required R Values as per the Energy Report.
- K. Form 15a (Builders Statement) is to be completed by the Builder.

# Domestic Building Insurance

## Certificate of Insurance

**Rajender Singh****6 Floreat Gr  
CRAIGIEBURN  
VIC 3064**

Policy Number:

**C873916**

Policy Inception Date:

**18/04/2024**

Builder Account Number:

**009872**

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

### Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**At the property: **53 Ayesha Ave MELTON SOUTH VIC 3338 Australia**Carried out by the builder: **SALEH HOMES PTY. LTD.**Builder ACN: **610518173**

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

For the building owner(s): **Rajender Singh**Pursuant to a domestic building contract dated: **18/03/2024**For the contract price of: **\$ 340,000.00**Type of Cover: **Cover is only provided if SALEH HOMES PTY. LTD. has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

### PLEASE CHECK

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

### IMPORTANT

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

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

## Period of Cover

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

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

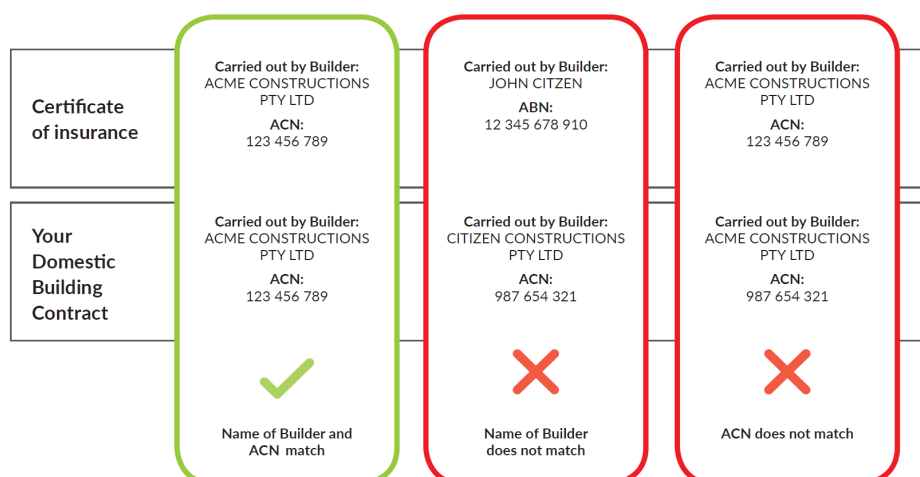
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Managed Insurance Authority (VMIA)

## Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$2,471.00</b>
GST:	<b>\$247.10</b>
Stamp Duty:	<b>\$271.81</b>
<b>Total:</b>	<b>\$2,989.91</b>

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424**  
*Below are some example of what to look for*





**OWNERS CORPORATION CERTIFICATE**  
**s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations**  
**Regulations 2018**

**Owners Corporation Number** PS 637743  
**Address** Ayesha Avenue, Melton South VIC 3338, Australia

This certificate is used for **Lot 73 on Plan of Subdivision No 637743**

**Postal Address is 53 / Ayesha Avenue, Melton South VIC 3338, Australia**

Applicant for the certificate is	Vesna Tanevski c/o LANDATA
Address for delivery of certificate	Landata.online@servictoria.com.au
Date that the application was received	10 August 2023

**IMPORTANT:**

The information in this certificate is issued on 17-08-2023

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

(a) The current annual fees for the lot are \$668.00 and are for the period 01/04/2023 to 31/03/2024 and are payable in quarterly instalments, as follows:

**QUARTERLY**

01/04/2023 - 30/06/2023     \$167.00

01/07/2023 - 30/09/2023     \$167.00

01/10/2023 - 31/12/2023     \$167.00

01/01/2024 - 31/03/2024     \$167.00

(b) The date up to which the fees for the lot have been paid is - 30/09/2023

(c) The total of any unpaid fees or charges for this lot is: \$20.12

<b>Administrative Fund</b>	<b>Amount</b>	<b>Maintenance Fund</b>	<b>Amount</b>
Admin Amount Owing	\$ 0.00	Admin Amount Owing	\$ 0.00
Interest Due	\$ 20.12	Interest Due	\$ 0.00
<b>Total Amount Due &amp; Payable</b>	<b>\$ 20.12</b>	<b>Total Amount Due &amp; Payable</b>	<b>\$ 0.00</b>

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

**No special levies due and payable at the time this certificate was prepared, however we strongly suggest you ring our office for an update of any outstanding levies prior to settlement.**

**Please ring our office for an update of any outstanding fees prior to settlement**

The bank account details to facilitate electronic payments to the Owners Corporation at settlement are as follows:

BSB: 183-334  
Account Number: 246897474  
Lot Reference: 73

**\* It is important to ensure that the above lot reference is used in the reference of your transaction to ensure that your payment can be correctly identified**

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?

NIL

(f) The Owners Corporation has the following insurance cover:

#### **Insurance**

**Policy Number:** HU0006095364

**Insurer:** CHU Underwriting Agencies Pty Ltd

**Renewal Date:** 18/09/2023

**Building Cover** \$103,000

**Catastrophe Insurance** Not Insured

**Fidelity Guarantee** \$250,000

### Insurance

Loss of Rent	\$15,450
Machinery Breakdown	\$10,000
Office Bearers Liability	Not Insured
Public Liability	\$20,000,000
Voluntary Workers	\$300,000/\$3,000
Government Audit Costs	\$25,000
Appeal Expenses – Common Property - Health and Safety Breaches	\$100,000
Legal Defence Expenses	\$50,000
Flood	Insured

The type of Policy is: **Residential Strata Insurance**

The Buildings covered by the Policy are situated at:

**Ayesha Avenue, Melton South VIC 3338, Australia**

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:

**NO**

(h) The total funds held by the owners corporation are:

Admin Fund	\$ 17,222.91
Maintenance	\$ 0.00
Unallocated to levies, lots in prepaid	\$ 3,607.63
<b>Total</b>	<b>\$ 20,830.54</b>

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?

None, to the best of my knowledge

(j) Are there any current contracts, leases, licences or agreements affecting the common property?

Waste Management	Urban Waste
------------------	-------------

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?

A contract of appointment to provide Owners Corporation Management Services is currently held with Ewen Strata Management Pty Ltd.

(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?

There are no notices or orders as at 17-08-2023

(m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?

1. The Owners Corporation has been served with a VCAT order 27/08/2021 regarding the special rules of the Owners Corporation. See attached order.
2. The Owners Corporation has commenced legal proceedings against a number of lot owners for unpaid fees.

(n) Has the owners corporation appointed, or resolved to appoint, a manager?

Ewen Strata Management Pty Ltd  
ABN: 23 646 677 625  
Phone: 03 7064 3788  
Email: [info@ewenstrata.com.au](mailto:info@ewenstrata.com.au)  
Website: [www.ewenstrata.com.au](http://www.ewenstrata.com.au)  
Address: Level 1, 1 Queens Road, Melbourne VIC 3004

(o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

(p) Documents required to be attached to the owners corporation certificate are:

1. A copy of Owners Corporation Model Rules
2. A copy of Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"
3. A copy of the Minutes of the last Annual General Meeting of the Owners Corporation
4. A copy of the Owners Corporation Special Rules
5. VCAT Order dated 27/08/2021

**NOTE:**

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.

*An applicable fee to provide this service will apply.*

**IMPORTANT**

- 1. Information contained in this certificate is deemed to be true and correct from available information at the time this certificate was prepared and issued.**
- 2. This information is subject to change without notice.**
- 3. It is strongly advised that a verbal update prior to settlement of the property be obtained from both parties acting on behalf of the vendor and purchaser.**
- 4. It is further advised that should a update be requested from either party that this update will be provided at no charge if the request is made within 90 days of the issue date of this certificate. Once the 90 day grace period has lapsed an application must be made for a new certificate.**
- 5. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.**

The owners corporation register can be inspected for additional information. A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.

Date: 17-08-2023

This owners corporation certificate was prepared by:

*Zeke Ewen*

Ewen Strata Management Pty Ltd  
ABN: 23 646 677 625  
Phone: 03 7064 3788  
Email: [info@ewenstrata.com.au](mailto:info@ewenstrata.com.au)  
Website: [www.ewenstrata.com.au](http://www.ewenstrata.com.au)  
Address: Level 1, 1 Queens Road, Melbourne VIC 3004



**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.**

## **Model rules for an owners corporation**

### **1. Health, safety and security**

#### **1.1 Health, safety and security of lot owners, occupiers of lots and others**

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

#### **1.2 Storage of flammable liquids and other dangerous substances and materials**

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
- (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

#### **1.3 Waste disposal**

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

#### **1.4 Smoke penetration**

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

#### **1.5 Fire safety information**

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

### **2. Committees and sub-committees**

#### **2.1 Functions, powers and reporting of committees and sub-committees**

A committee may appoint members to a sub committee without reference to the owners corporation.

### **3. Management and administration**

#### **3.1 Metering of services and apportionment of costs of services**

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- (b) is paid directly to the lot owner or occupier as a refund.

### **4. Use of common property**

#### **4.1 Use of common property**

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

#### **4.2 Vehicles and parking on common property**

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

#### **4.3 Damage to common property**

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

### **5. Lots**

#### **5.1 Change of use of lots**

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

##### **Example**

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

#### **5.2 External appearance of lots**

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

### **5.3 Requiring notice to the owners corporation of renovations to lots**

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

## **6. Behaviour of persons**

### **6.1 Behaviour of owners, occupiers and invitees on common property**

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

### **6.2 Noise and other nuisance control**

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **7. Dispute resolution**

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.

(8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.



## **Statement of advice and information for prospective purchasers and lot owners**

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

### **What is an owners corporation?**

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

### **How are decisions made by an owners corporation?**

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

### **Owners corporation rules**

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

### **Lot entitlement and lot liability**

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

### **Further information**

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

### **Management of an owners corporation**

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.



**MINUTES**  
**Annual General Meeting**

**Owners Corporation PS 633743Y**  
**40-42 Coburns Road, Melton South VIC 3338**

**Date:** Thursday 6<sup>th</sup> July 2023

**Time:** 6:00 PM

**Location:** Zoom Link

**Commencement of Meeting**

**1. ATTENDANCE, PROXIES & APOLOGIES**

**MEMBERS TO BE IN ATTENDANCE**

NAME	LOT No.(s)
Muhammad Imran Mushtaq	5
Nevin George	35
Mohammad Tasneem(Proxy)	53
Inderpreet Singh	61
Shamila Khan	67
Shamsul Hoque	72

**NON-MEMBERS TO BE IN ATTENDANCE**

Zeke Ewen	Ewen Strata Management – Managing Director
Jenny Hou	Ewen Strata Management – Strata Manager

**PROXIES**

NAME	LOT No.(s)	PROXY TO
Aqil Mohammad	26	Muhammad Imran Mushtaq
Luna Tasneem	53	Mohammad Tasneem

**APOLOGIES**

NAME	LOT No.(s)
Aqil Mohammad	26

**QUORUM**

Pursuant to Section 77 of the Owners Corporation Act 2006 a quorum was **not** achieved. Therefore, all resolutions passed at the meeting were interim resolutions of the Owners Corporation.

**ELIGIBILITY AND METHOD OF VOTING**

It was noted that all members who were present were entitled to vote, and voting will be carried out by Zoom polling.

**2. APPOINTMENT OF CHAIRPERSON FOR THE MEETING**

The members of the Owners Corporation resolved by a simple majority vote to appoint Zeke Ewen from Ewen Strata Management to chair the meeting.

**Motion Carried Unanimously**



### **3. CONFIRMATION OF MINUTES OF PREVIOUS MEETING**

The members of the Owners Corporation resolved by a simple majority vote to adopt the Minutes of the Annual General Meeting held on Saturday 9<sup>th</sup> July 2022 as a true, correct, and accurate record of the proceedings of that meeting.

**Motion Carried Unanimously**

## **Reports**

### **4. OWNERS CORPORATION MANAGER REPORT**

The Owners Corporation resolved by a simple majority vote to accept the report of the manager distributed along with the Notice of Meeting.

**Motion Carried Unanimously**

### **5. COMMITTEE REPORT**

NIL.

### **6. DISPUTE RESOLUTION REPORT**

The Owners Corporation received no formal notices of a dispute during the year ending 31/03/2023. Any report on individual matters is included in the Manager's report.

The Owners Corporation resolved by a simple majority vote to accept the report of disputes.

**Motion Carried Unanimously**

### **7. MAINTENANCE PLAN**

The Owners Corporation resolved by a simple majority vote to implement a maintenance plan and delegate authority to the Committee of Management to undertake its implementation to ensure all repairs necessary to maintain the common property are undertaken.

**Motion Carried Unanimously**

## **Insurance**

### **8. INSURANCE POLICY DETAILS**

The current insurance details were distributed with the AGM Notice.

### **9. INSURANCE VALUATION**

The property was last valued on 18/01/2023.

A copy of the last valuation report can be downloaded from the Owner's Portal Stratafy App or upon request.

The Owners Corporation resolved by a simple majority vote not to obtain an insurance valuation this year.

**Motion Carried Unanimously**



#### 10. INSURANCE POLICY EXCESSES

The Owners Corporation resolved by a simple majority vote to attribute policy excess costs on claims pursuant to Section 23A of the *Owners Corporation Act 2006*.

**Motion Carried Unanimously**

#### 11. INSURANCE RENEWALS

The Owners Corporation resolved by a simple majority vote that the Committee of Management make the determination on engaging an appropriate insurance company. Should, however, the Committee not make a decision at least 1 day prior to the renewal of the insurance, Ewen Strata Management will renew the insurance with the insurer recommended by the broker or, if there is no recommendation, the existing insurance company.

**Motion Carried Unanimously**

#### NOTE TO LOT OWNERS:

*Members are welcome to view the PDS for the insurer, please contact Manager's office for a copy.*

*Members are advised that the Owners Corporation building policy does not provide protection for privately owned fixtures or fittings, including carpets, curtains, blinds, light fittings and any other electrical appliances which are not built into the lot and can be removed without interference to the electrical wiring regardless of the cause of damage, or the legal liability in respect to any negligence that occurs within the titled area of the lot. It is, therefore the responsibility of the landlord/lot owner to ensure adequate cover is in place. It is noted that for all insurance claims made on the policy, the claimant pays the excess.*

*In the matter of items kept in storage cages, it is recommended that all residents seek advice to ensure that their contents insurance will include such items.*

*The law requires Owners Corporations (or designated officers) to tell the insurers everything that they know (or could reasonably be expected to know in the circumstances) which is relevant to the insurer's decision to insure the Owners Corporation and the terms on which the insurer offers to the Owners Corporation.*

#### **Insurance Declaration by the Manager**

*In accordance with S112B of the Owners Corporations and Other Acts Amendment (Vic) Determination, the Manager reminds the lot owners, with the provisions of the current legislation, that Owners Corporation Brokers will share the fee they receive with Ewen Strata Management Pty Ltd from the underwriter/s as a charge for services relating to the recommendation of business and the backing of the management of insurance claims, management of the insurance policy, issuance of certificates of currency and general insurance negotiations on behalf of owners. It is to be noted that the underwriter confirms the annual insurance premium is not reduced in the event the fee is removed.*

#### **Financials**

#### 12. REVIEW OF FINANCIAL REPORTS

Financial report/s for the year ending 31/03/2023 were distributed with this Notice of Meeting.

The Owners Corporation resolved by a simple majority vote to accept the financial report/s for the period 01/04/2022 – 31/03/2023.

**Motion Carried Unanimously**

**Motion:** In accordance with S35A of the *Owners Corporations and Other Acts Amendment (Vic) Determination*, the Owners Corporation hereby resolves to declare that it is a not for profit entity and, therefore, may prepare its financial statements in accordance with the Australian Accounting Standards as special purpose financial reports.

**Motion Carried Unanimously**



### 13. FINANCIAL AUDIT REPORT

The Owners Corporation resolved by a simple majority vote that the Receivables Owners – Admin amount of \$45,090.51, as reported incorrectly by the previous Manager (Ace Body Corporate), which can't be verified, be struck out.

**Motion Carried Unanimously**

The Owners Corporation resolved by a simple majority vote at the end of each financial year to have their financial statements audited by a registered company auditor, a firm of registered company auditors or a member of CPA Aust, unless the Owners Corporation is exempt.

**Motion Carried Unanimously**

### 14. ANNUAL BUDGET AND LEVIES

The proposed budget and levy schedule for the period 01/04/2023 to 31/03/2024 is distributed with this Notice of Meeting.

Total Administration Fund Budget	\$50,100	Incl GST
Total Maintenance Fund Budget	TBA	Incl GST
<b>TOTAL</b>	<b>\$50,100</b>	<b>Incl GST</b>

*Note: Levy contributions be determined as per the Plan of Subdivision lot liability schedule and payable quarterly in advance. Adjustment may be required effective from the commencement of the financial year of the Owners Corporation to the periodic charges to enable the collection of the full amount of the agreed Budget within the financial year.*

The Owners Corporation resolved by a simple majority vote to approve the annual budget for the period 01/04/2023 to 31/03/2024.

**Motion Carried Unanimously**

### 15. AUTHORITY TO RAISE LEVIES

In the event that the next annual general meeting is not held within 12 months of this Annual General Meeting, the Manager is authorised and empowered to levy fees on the same basis and for the same amount in accordance with the proposed budget for any subsequent periods until the next Annual General Meeting. Further, in the event that there is a shortfall of funds, the Manager is authorised and empowered to raise a deficit levy to cover a shortfall so that the Owners Corporation is able to comply with its obligations under the Owners Corporations Act 2006. For example, payment of insurance premiums under Section 59 of the Act, for reinstatement and replacement and public liability insurance.

**Motion Carried Unanimously**

### 16. PENALTY INTEREST ON ARREARS

The Owners Corporation resolved by a simple majority vote to charge penalty interest at the maximum rate allowable if any fees or amounts payable to the Owners Corporation remain outstanding after the due date. The current rate of Penalty Interest is 10% as per the *Penalty Interest Rate Act 1983*.

**Motion Carried Unanimously**

The Owners Corporation resolved by ordinary resolution to delegate to the Owners Corporation Manager and or the Committee the discretion to grant a waiver of payment of interest upon matters it deems merit such consideration without the need to report to the AGM.

**Motion Carried Unanimously**



## 17. DEBT RECOVERY

The Owners Corporation resolved by a simple majority vote that the Owners Corporation Manager take all reasonable steps necessary to recover outstanding levies and charges due by any member to the Owners Corporation, including any application in any Court or Tribunal of competent jurisdiction. The Manager and/or the Committee shall have the power, pursuant to this resolution, to appoint a lawyer to act on its behalf in relation to any debt recovery action taken.

**Motion Carried Unanimously**

## 18. COST RECOVERY

The Owners Corporation resolved by a simple majority vote to recover a debt from the person/s in default or breach, the costs, charges and expenses incurred by the Owners Corporation arising out of any default or breach, by any lot owner or occupier of a lot, of any obligation under the *Owners Corporation Act 2006*, the Owners Corporation Regulations 2007 or the Rules of the Owners Corporation. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay fees, levies and charges due.

**Motion Carried Unanimously**

*Note: Final Fee Notice will be issued to members with arrears in excess of \$50 of 28 days or more. The cost of issuing this notice is \$55.00, payable to Ewen Strata Management Pty Ltd (in accordance with the management contract). To ensure the costs of the Owners Corporation are kept to a minimum, the lot owner receiving the Final Fee Notice will be responsible for the cost incurred.*

## Owners Corporation Management

## 19. APPOINTMENT OF MANAGER

The Owners Corporation resolved by a simple majority vote that the Owners Corporation Management contract with Ewen Strata Management Pty Ltd be renewed in the approved form.

**Motion Carried Unanimously**

## 20. DELEGATION TO MANAGER

The Owners Corporation resolved by ordinary resolution to delegate all the powers and functions to enable the Manager to perform its duties in accordance with Section 3.2 of the Contract of Appointment.

**Motion Carried Unanimously**

## 21. ELECTION OF COMMITTEE

The Owners Corporation resolved by a simple majority vote that the nominated Members elected serve as members of the Committee until the next Annual General Meeting and for those members to provide their consent to distribute their contact details to the other Committee members.

NAME	LOT No.(s)
Imran Mushtaq	5
Khondokar M Rasheduzzaman	15
Aqil Mohammad	26
Mohammad Tasneem	53
Inderpreet Singh	61
Kunal Arora	63
Shamsul Hoque	72

**Motion Carried Unanimously**



## **22. DELEGATION TO COMMITTEE**

The Owners Corporation resolved by ordinary resolution to delegate to the Committee of Management all the powers and functions of the Owners Corporation in accordance with *Owners Corporation Act 2006*, except for those matters where a unanimous, special or ordinary resolution is required.

**Motion Carried Unanimously**

## **Lot Owner Responsibility**

### **23. OCCUPATIONAL HEALTH & SAFETY**

The Owners Corporation has obligations under the *Occupational Health & Safety Act 2004*. All Common Property is deemed to be a “workplace” and must comply fully with the requirements of the Act and any revisions of Codes or Practices. To comply with OH & S requirements, it is the responsibility of Owners to ensure any items of maintenance that are required for the common property are reported as soon as possible to enable rectification work to be undertaken. This includes trip hazards on paths of access and egress, oil spills or slippery surfaces, and any items that are not adequately supported, such as leaning fences or dislodged windows or guttering.

### **24. FIRE SAFETY**

The members must meet their compulsory obligations to test and maintain fire and safety equipment in terms of the *Owners Corporation Regulations 2006* and to the Australian Standard nominated on the Owners Corporation permit and occupancy certificate or the standards at the build date. All owners must ensure that smoke detectors are maintained within individual lots. Batteries must be replaced at a minimum if every 12 months. It is a lot owner’s responsibility to ensure the necessary testing is undertaken on a routine basis. Should the residence be tenanted, Owners should ensure the managing agent arranges for annual testing on your behalf. All stairwells/pathways are to be always kept clear of obstructions and trip hazards. (Stored items must be removed.) If Fire Doors are installed, they must be kept closed at all times.

Members are reminded to advise any occupants of the Owners Corporation Rules. Should you require a copy, they are available on the Stratafy app.

## **General Business**

### **25. GENERAL BUSINESS**

- a) The Manager advised that he will assist in notifying owners who have hard rubbish dumped in their private lot to have this removed as soon as possible.
- b) It was resolved that the Owners Corporation Committee will find someone suitable to hold onto the keys to the meter boxes.
- c) Following enquires about the security of the property from Lot 67, it was encouraged by the Manager for Lot owners to erect fences and/or security cameras with the approval of the Owners Corporation on their private lot.
- d) The Owners Corporation Manager provided an update about the recovery of those lot owners in arrears.
- e) It was resolved that the Manager will send out notices to prevent parking on common property roads and advise that the road is a one-way road. Residents are encouraged to take photos of offenders and report to the Owners Corporation to take further action.

### **26. DATE AND VENUE FOR NEXT MEETING**

A date for the next Annual General Meeting is to be set. Ewen Strata Management recommends that the next Annual General Meeting is held within three months of the end of the Owners Corporation’s current financial year.

**End of Meeting 7:23pm**



**SPECIAL RULES OF OWNERS CORPORATION – PLAN NO. 637743Y**

**40 AYESHA AVENUE, MELTON SOUTH**

**Preface:**

This document comprises the Special Rules of the Owners Corporation on the Plan of Subdivision Plan No. 637743Y (hereinafter referred to as "**the Plan**") as approved by special resolution of the Owners Corporation pursuant to section 138 of the Act.

These rules may not provide for a matter which is provided for in the Model Rules, prescribed from time to time pursuant to section 139 of the Act. If this is the case, then these rules will be deemed to include the provisions of the model rules relating to that matter.

These rules have been created to address the particular requirements of the Owners Corporation and the properties at 40 Ayesha Avenue, Melton South and may be varied by a special resolution of the Owners Corporation.

Under the Act, these rules are binding on:

1. The Owners Corporation;
2. Any Owners of a Lot within **the Plan**;
3. Any Tenant or sub-tenant of a Lot within the Plan;
4. Any other occupier of a Lot within the Plan.

At all and any places in these rules where they refer to the Owners Corporation it may also mean the committee of management or the manager of the Owners Corporation which has been duly appointed and delegated powers and duties of the Owners Corporation under the Act.

**Definitions:**

**Act** means the *Owners Corporations Act 2006 (Vic)*.

**Common Property** means all the land described as Common Property 1 in the Plan of Subdivision.

**Developer** means Rahber Developments Pty Ltd.

**Local Authority** means the Melton Shire Council or its successor.

**Lot** means a lot in the Plan of Subdivision.

**Lots 40-45** means Lots 40, 41, 42, 43, 44 and 45 on the Plan of Subdivision. If the Developer acquires any alternative land adjacent to the land in the Plan of Subdivision and makes it available (instead of Lots 40, 41, 42, 43, 44 and 45 on the Plan of Subdivision) for the purposes of establishing a prayer hall then all references to Lot 40-45 in this agreement must be read as a reference to the alternative land.

**Manager** means the company for the time being appointed by the Owners Corporation as its Manager and a reference in these rules to the Owners Corporation is, where there is such a Manager, to be construed as a reference to that Manager unless the context otherwise requires.





**Model Rules** means the model rules prescribed by the Act a copy of which is in Annexure B.

**Owners Corporation** means owners corporation established by reason of the registration of the Plan of Subdivision.

**Plan of Subdivision** means Plan of Subdivision No. 637743Y being the Plan of Subdivision to which the Owners Corporation relates.

**Proprietor** means the owner of a Lot being a member of the Owners Corporation.

Unless the context otherwise requires:

- a) headings are for convenience only;
- b) words imparting the singular include the plural and vice versa;
- c) an expression imparting a natural person includes any company, partnership, joint venture, association or other body corporate and any governmental authority; and
- d) a reference to a thing includes part of that thing; and
- e) subject always to the provisions of the *Owners Corporations Act 2006* (Vic) and regulations thereof, the obligations and restrictions in these rules shall be read subject to the rights, grant or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these rules in respect of the person or persons to whom they are given.

## 1. CLEANING OF A LOT

- 1.1 A Proprietor or occupier of a Lot must keep that Lot clean and in good repair.
- 1.2 A Proprietor or occupier of a Lot must ensure that all areas visible from outside the Lot are clean, tidy and well maintained.
- 1.3 The Owners Corporation may in its sole discretion enter into and clean, tidy or maintain any Lot and charge the owner for the cost incurred.

## 2. GARBAGE

- 2.1 A Proprietor or occupier of a Lot must dispose of garbage and recyclable materials in the manner specified by the Owners Corporation or the Local Authority.
  - a) Collection bins must be kept clean and in good repair.
  - b) Collection bins must be removed from the collection area as soon after emptying as is reasonably possible.
  - c) All cardboard boxes and packaging must be broken down and neatly packed in the appropriate collection bins.
  - d) Hard rubbish must not be left for collection longer than 48 hours before the proposed collection day.

## 3. COMPLAINTS AND APPLICATIONS

Any Complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, to the secretary of the Owners Corporation.

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**4. VEHICLES ON THE COMMON PROPERTY**

- 4.1 A Proprietor or occupier of a Lot must not park or permit to be parked a vehicle, trailer or motorcycle on Common Property so as to obstruct any street, driveway entrance to a Lot or the Common Property, or in any place other than in a parking area specified for such purpose by the Owners Corporation and the Owners Corporation reserves the right to remove any offending vehicle, trailer or motorcycle.
- 4.2 Permanent parking is not permitted on any Common Property.

**5. COMPLIANCE WITH LAWS AND WITH THESE RULES**

- 5.1 A Proprietor or occupier of a Lot must at the Proprietor's or occupier's expense promptly comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any responsible authority.
- 5.2 A Proprietor or occupier of a Lot must not use the Lot for any purpose that may be illegal or injurious to the reputation of the Development, Lot, Manager or Common Property or which may cause a nuisance or hazard to any other Proprietor or occupier of a Lot or their tenants or invitees.
- 5.3 A Proprietor must ensure that any arrangements for persons other than the Proprietor to occupy the Lot must be made on the basis that all the occupants are required to comply with these rules.
- 5.4 A Proprietor or occupier of a Lot must grant to the Owners Corporation its servants and agents upon being given twenty-four (24) hours prior written notice, the right of access to any external area forming part of the Lot for the purpose of maintenance of the external walls of the Common Property.

**6. BUILDING WORKS**

- 6.1 A Proprietor or occupier of a Lot must not undertake or allow an occupier to undertake any building or decoration works within or about or relating to a Lot except in accordance with the following requirements;
- a) such building works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies given to the Manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof;
  - b) the Proprietor must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Proprietors or occupiers;
  - c) the Proprietor must at all times ensure that such works are undertaken in accordance with any guidelines prescribed by the Owners Corporation or the Manager; and
  - d) the Proprietor must pay to the Owners Corporation any fee or bond set from time to time by the Owners Corporation as security for the performance by the Proprietor of its obligations under this Rule 6.

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**7. RECOVERY OF OWNERS CORPORATION CONTRIBUTION FEES AND LEGAL COSTS**

The Proprietor must pay on demand by the Owners Corporation all costs, charges and expenses incurred by the Owners Corporation (but excluding the personal time costs of any person acting in an honorary capacity including the chairperson, secretary or committee member of the Owners Corporation) arising out of any default or breach of these rules or under the *Owners Corporation Act 2006* (Vic) (as amended) by a Proprietor or occupier of a Lot, including all legal costs on a solicitor-own client basis, or relating to the recovery of arrears of any Owners Corporation contribution fees or levies.

**8. PENALTY INTEREST**

The Owners Corporation will charge penalty interest on any outstanding amounts owing to the Owners Corporation by a Proprietor or occupier of a Lot of no more than the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act* 1983 (Vic) (as amended).

**9. INSURANCE PREMIUMS**

A Proprietor or occupier of a Lot must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

**10. PRAYER HALL**

- 10.1 Lots 40-45 may only be used for the purposes of a establishing and maintaining a prayer hall and community facilities ("prayer hall") for the benefit use and enjoyment of the owners and occupiers of the development.
- 10.2 The Developer has set aside Lots 40-45 of the Plan for the purposes of construction of a prayer hall. The Developer may transfer Lots 40-45 (or any of them) to any individual or organization that is prepared to establish the prayer hall or any related facilities and those persons will be entitled to become the registered proprietors of Lots 40-45 (the "transferees").
- 10.3 The Developer has agreed that it must, as part of the arrangements for transfer of Lots 40-45, procure that the transferees execute a deed which provides, inter alia, that the transferees will:
  - (a) grant to the Proprietors and the occupiers of all other Lots the right to use the prayer hall and any other related facilities intended for public use;
  - (b) ensure that arrangements are in place for the provision of pastoral services at the Prayer Hall to the Proprietors and occupiers of all other Lots; and
  - (c) be bound by any resolution by no less than 75% of the Proprietors that requires the transferee to replace any persons engaged in the provision of pastoral services with another suitably qualified person.
- 10.4 This rule may only be modified with the written approval of the Developer.

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- 10.5 The owners or occupiers cannot make an objection to any planning application or building permit application within those lots for the construction of a prayer hall without first notifying the Owners Corporation of their objections.
- 10.6 The owners or occupiers cannot make an objection or claim where for any reason a prayer hall is not built or established.

**11. DEVELOPER'S RIGHT TO PROVIDE ALTERNATIVE LAND FOR PRAYER HALL**

- 11.1 The Developer is permitted by the Proprietors, at its option, to procure land adjacent to the boundary of the Plan of Subdivision and arrange for it to be transferred to any individual or organization that is prepared to establish the prayer hall or any related facilities in which case the Developer may retain Lots 40-45 for its own use or to dispose of as it thinks fit.
- 11.2 The Developer's right to act as permitted by rule 11.1 ends if the Developer transfers Lots 40-45 to any individual or organization that is prepared to establish the prayer hall or any related facilities.
- 11.3 If the Developer decides to use any other land for the construction of a prayer hall which are adjacent to or abut any lots within the Plan then any owner or occupier who wishes to make an objection shall obey Rule 10.5
- 11.3 This rule may only be modified with the written approval of the Developer.

**12. COST OF OUTGOINGS AND IMPOSITION OF SPECIAL LEVIES RELATING TO LOTS 40-45**

- 12.1 The Owners Corporation may determine to impose special levies to be paid by the Proprietors as it deems fit for the purpose of establishing and contributing to the costs of maintaining or improving the Prayer Hall.
- 12.2 This rule may only be modified with the unanimous approval of the Proprietors.

**13. LIQUIDATION OR DE-REGISTRATION OF THE DEVELOPER**

- 13.1 In the event of the liquidation or de-registration of the Developer any of these rules that requires the consent of the Developer to be obtained is deemed to have been satisfied as if such consent has been given.

**14. MODIFICATION OF THESE RULES**

- 14.1 Where modification of any of these rules is only permitted to be made by approval of any persons other than the Proprietors or by more than a simple majority of the Proprietors ("Special Rules") then any change to any other rules which would have the effect of altering the operation or limiting the operation of the Special Rules or defeating their purpose in any material way will be invalid and of no effect unless approved in the manner required by that Special Rule.

*Example: A new rule permitting any part of Lot 40-45 to be used for commercial*

*activities would be invalid unless approved by all Proprietors because it would limit the use of the lot for prayer or community purposes.*

- 14.2 Additional rules may be made for the use and maintenance of the Prayer Hall on these lots.

**15. SEVERABILITY**

If any of these Special Rules shall be judged invalid, unlawful, or unenforceable for any reason whatsoever by a Court or Tribunal of competent jurisdiction, such validity or enforceability or illegality (unless deletion of such provision or provisions would substantially alter the expressed or implied intent of the parties), will not effect the operation or interpretation of any other provisions of these Special Rules with the intent that the invalid, unenforceable or illegal provision or provisions shall be treated for the purposes of these Special Rules or the Act as severed from these Special Rules.



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# VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL

## CIVIL DIVISION

### OWNERS CORPORATIONS LIST

VCAT Reference: OC2250/2020

**FIRST APPLICANT:** Paul Andrew Burness (in his capacity as liquidator of Rahber Developments Pty Ltd (ACN: 142 096 820))

**SECOND APPLICANT:** Rahber Developments Pty Ltd (ACN:142 096 820)

**FIRST RESPONDENT:** Owners Corporation 1 Plan No. PS637743Y

**SECOND RESPONDENT:** The Registrar of Titles

**WHERE HELD:** Videoconference - Hearing Room

**BEFORE:** Member AM Moon

**HEARING TYPE:** Hearing

**DATE OF HEARING:** 27 August 2021

**DATE OF ORDER:** 27 August 2021

### FINDINGS

#### The Tribunal finds that:

1. Having regard to correspondence to the Tribunal from both respondents the Tribunal finds that the respondents have been served with a copy of the application and with notice of today's hearing and have chosen not to participate in this hearing.
2. After having considered the evidence filed with the Tribunal and the submissions of the first and second applicant at hearing the definitions of "Lots 40-45" and Rules 10,11, 12, 13 and 14 of the Special Rules of Owners Corporation 1 Plan No. PS637743Y recorded in the Land Titles Register in Dealing AK385399E are invalid for the reasons given orally at the hearing.

### ORDERS

#### The Tribunal declares and orders that:

1. The definition of "Lots 40-45" in and rules 10, 11, 12, 13 and 14 of the Special Rules recorded in dealing AK385399E in the Register of Land kept by the Second Respondent are ultra vires pursuant to sections 138(1) and 138(3) of the *Owners Corporations Act 2006* (Vic) ("**OC Act**") and are invalid.
2. The First Respondent record these orders in its register pursuant to section 165(1)(b) of the OC Act.



3. The Second Respondent record these orders in the Register of Land kept by the Second Respondent in relation to Plan of Subdivision PS637743Y pursuant to section 165(1)(l) of the OC Act and section 103(1AA) of the *Transfer of Land Act 1958* (Vic).
4. No order as to costs.

**MEMBER AM MOON**

**APPEARANCES:**

For the Applicants:	Mr Paul Burt of counsel with Mr Mark Pannini, solicitor
For the First Respondent:	No appearance
For the Second Respondent:	No appearance







**Ewen Strata Management**  
Adding care to your property

Phone: 03 7064 3788  
Suite 6, 385 Belmore Road, Balwyn VIC 3103  
PO Box 2097, Templestowe Lower VIC 3107  
ABN 23 646 677 625

### OWNERS CORPORATION FEE NOTICE

Owners Corporation Act 2006 Section 31, Owners Corporation Regulations 2018 and Owners Corporation Rules

Rajender Singh  
6 Floreat Grove  
Craigieburn VIC 3064

Issued 29/05/2024 on behalf of:

The Owners - PS 637743Y  
40-42 Coburns Road,  
Melton South, Victoria 3338  
ABN 45949166522

for Lot:73 Unit:53  
Rajender Singh

Due Date	Details	Administrative Fund	Maintenance Fund	Total
01/07/2024	Levy contributions( 01/07/2024 - 30/09/2024 )	167.00	111.71	278.71
	Total levies due in month	167.00	111.71	278.71

Total of this levy notice	\$ 278.71
Levies in Arrears	\$ 0.00
Interest on Levies in Arrears*	\$ 0.00
Owner invoices	\$ 0.00
Special levies(not yet due)	\$ 0.00
Subtotal of amount due	\$ 278.71
Prepaid	\$ 0.00
<b>Total Amount Due</b>	<b>\$ 278.71</b>

Interest will accrue daily on overdue fees and charges by until paid. The amount of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (VIC). This rate is subject to change.

**Payment Due 01/07/2024**

Payment is due within 28 days of the date of this Notice or by the Due Date. Notices overdue by 28 days from the due date will be liable for an Overdue Administration Fee.



**Ewen Strata Management Pty Ltd**

**DEFT Reference Number**  
**24689747400637743738**

Visit [deft.com.au](http://deft.com.au) to pay by card or direct debit. Payments may attract a surcharge.



#### Mail Payment

Please detach this payment slip and mail with your cheque to:

**NEW SOUTH WALES AND ACT**  
DEFT  
GPO BOX 4690  
SYDNEY NSW 2001

All cheques must be made payable to:  
Macquarie Bank for PS 637743Y



**Biller Code:** 96503  
**Ref:** 24689747400637743738

\*496 246897474 00637743738

Pay in-store at Australia Post by eftpos or cheque.

Internet & Telephone Banking - BPAY Make this payment from your preferred bank account or card.

**Total due : \$ 278.71**

**Account Credits : \$ 0.00**

+246897474 00637743738<

000027871<2+



**HC7**

**MASTER BUILDERS ASSOCIATION  
OF VICTORIA**

**NEW HOMES CONTRACT  
WHERE THE CONTRACT PRICE IS  
MORE THAN \$10,000**

(must be completed in English)

**Between**

**SALEH HOMES PTY LTD  
(Builder)**

**AND**

**Rajender Singh  
(Owner)**

**Builder's Copy / Owner's Copy**

*(Delete as Applicable)*

*(Both the Builder and the Owner should retain a fully executed copy of this Contract)*

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## WARNING

**THIS NOTICE SHOULD ONLY BE COMPLETED BY THE OWNER IF THE OWNER WISHES TO WITHDRAW FROM THE CONTRACT WITHIN THE COOLING OFF PERIOD**

### **STATUTORY NOTICES REQUIRED BY SECTION 31(1) OF THE DOMESTIC BUILDING CONTRACTS ACT 1995**

## **COOLING OFF PERIOD**

#### **Notice to the Owner:**

You may end this **Contract** within five (5) clear **Business Days** after receipt by you of a signed copy of the **Contract** by filling in the notice below and giving it to the **Builder** in one of the following ways:

1. Personally;
2. Leaving it at his or her address set out in the **Contract** with a person who appears to be at least 16 years old;
3. Sending it by pre-paid certified mail to the address set out in this **Contract**;
4. Sending it by facsimile to the facsimile number (if any) set out in this **Contract**.

*Detach along dotted line*

## **NOTICE THAT CONTRACT IS ENDED**

An **Owner** cannot withdraw from a contract under the **Act** if:

1. The **Builder** and the **Owner** have previously entered into a major domestic building contract that is in substantially the same terms for carrying out of the **Work** in relation the same home or **Land**;  
OR
2. The **Owner** received independent legal advice from a practicing solicitor concerning the **Contract** before entering into the **Contract**.

To

**(Builder)**

I/We

give notice under our **Contract** with you that the **Contract** is ended. Please refund the deposit less \$100 and any out of pocket expenses incurred by you which I have previously approved.

**Owner(s)** signature:

Date:    /    /

ANY ENQUIRIES CONCERNING THIS CONTRACT  
SHOULD BE DIRECTED AS FOLLOWS:

**FOR MEMBERS OF MASTER BUILDERS ONLY – CONTACT**  
THE MASTER BUILDERS ASSOCIATION OF VICTORIA  
332 ALBERT STREET, EASTMELBOURNE 3002

**FOR OTHERS – CONTACT**  
YOUR SOLICITOR OR CONSUMER AFFAIRS VICTORIA

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## SECTION A – GENERAL CONDITIONS OF CONTRACT

### 1. DEFINITIONS

Note: - In this Contract, certain words and phrases used throughout are defined and are shown in bold when used; e.g. **Owner**

#### 1.0 In this Contract, except where the context otherwise requires –

**Act** – means the Domestic Building Contracts Act 1995;

**Appendix** – means the appendix contained in, or annexed to this document;

**Base Stage** – means:-

- For a home with a timber floor, when the concrete footings for the floor are poured and the base brickwork is built to floor level;
- For a home with a timber floor but no base brickwork, when the stumps, piers or columns are completed;
- For a home with a suspended concrete slab floor, when the concrete footings are poured;
- For a home with a concrete floor, when the floor is completed;
- For a home where the exterior walls and roof are constructed before the floor is constructed, when the concrete footings are poured;

**Builder** – means the person as stated in Item 2 of the **Appendix** and includes permitted assignees and transferees;

**Business Day** – means a day that is not a Saturday or a Sunday, or a day that is wholly or partly observed as a public holiday throughout Victoria.

**Commencement Date** – means the date by which the **Builder** will commence to carry out the **Works** on the **Land** as determined in accordance with Clause 8.1 of the **Contract**.

**Completion** – means when the **Works** to be carried out under the **Contract**:

- have been completed in accordance with the **Plans** and **Specifications**; AND
- if a building permit was issued for the **Works**, the **Owner** is given an **Occupancy Permit**, if required, or in any other case, a copy of the certificate of final inspection.

**Completion Date** – means the date on which the **Works** are to reach **Completion** under the **Contract** being the date determined in accordance with Clause 8.4 of the **Contract**.

**Contract** – means this document, the **Plans**, **Specifications**, and other documents annexed to or incorporated by reference in the **Contract**;



**Contract Works Policy** – means a policy of insurance providing indemnity to the **Builder**, its sub-contractors, the **Owner** and any lending authority (as stated in Item 4 of the **Appendix**) against liability for any physical loss, destruction or damage to the **Works** or to **Materials** and goods upon or adjacent to the **Land**.

**Construction Period** – means the number of **Days** as stated to be the “TOTAL CONSTRUCTION PERIOD INCLUDING DELAY DAYS” in item 9.2 K of the **Appendix**.

**Contract Price** – means the sum stated in Item 10.1 of the **Appendix** or that sum as may be adjusted and payable under this **Contract**. The contract price is **GST** inclusive.

**Days** – means calendar days.

**Defects Liability Period** – means the period stated (if any) in Item 14 of the **Appendix**.

**Deposit** – means the initial sum to be paid by the **Owner** to the **Builder** pursuant to Clause 11.6 of this **Contract** and as stated in Item 10.2 of the **Appendix**. The deposit is **GST** inclusive.

**Existing Building** – means any building or structure upon the **Land** on which the **Works** are to be carried out.

**Final Claim** – means the **Builders’** claim upon **Completion** of the **Works** for the balance of the **Contract Price** together with any other monies payable by **Owner** (including any interest) under the **Contract**. The final claim is **GST** inclusive.

**Final Payment** – means the amount stated in the **Final Claim** to be paid by the **Owner** to the **Builder** upon **Completion** of the **Works**. The Final payment is **GST** inclusive.

**Foundations Data** – has the same meaning as in Section 30 of the **Act**.

**Frame Stage** – means when the home’s frame is completed and approved by a building surveyor.

**Fixing Stage** – means when all the internal cladding, architraves, skirtings, doors, built-in shelves, baths, basins, troughs, sinks, cabinets and cupboards of the home are fitted and fixed in position.

**Land** – means the land described in Item 4 of the **Appendix** on which the **Works** are to be carried out.

**Land Owner** – means a registered proprietor of the **Land** as stated on the Certificate of Title or abstract of chain of title relating to the **Land**.

**Land Owner’s Consent** – means the written consent obtained by the **Owner** (if required) under Clause 7.1 from all the **Land Owners** consenting to the carrying out of the **Works** by the **Builder** on the **Land**.

**Liquidated Damages** – means the pre-agreed amount stated (if any) in Item 17 of the **Appendix** which may be payable to the **Owner** by the **Builder** in accordance with Clause 18 of this **Contract**, or the pre-agreed amount (if any) stated in item 17a of the **Appendix** which may be payable to the **Builder** by the **Owner** in accordance with clause 15.4 of this **Contract**. Liquidated damages are **GST**- inclusive.

**Lock up Stage** – means when the home’s external wall cladding and roof covering is fixed, the flooring is laid and external doors and external windows are fixed (even if those doors or windows are only temporary).

**Materials** – means all items (not being work or equipment) supplied by the **Builder** or the **Owner** for the purpose of carrying out the **Works**;

**Occupancy Permit** – means an occupancy permit issued under the Building Act 1993.

**Original Contract Price** – means the sum stated in Item 10.1 of the **Appendix**.

**Owner** – means the person named in Item 1 of the **Appendix** and includes the **Owner's** respective heirs, executors, administrators and permitted assignees and transferees.

**Owner's Agent** – means the person appointed in accordance with Clause 25.10 of this **Contract**.

**Plans** – means all plans, drawings and designs relating to the **Works** described in Item 7 and Item 8 (if applicable) of the **Appendix**.

**Possession** – means when the **Works** or any portion of the **Works** are taken over, occupied or used by the **Owner** or by any tenant of the **Owner** or the **Owner's** employees or agents.

**Prime Cost Item** – means an item (for example, a fixture or fitting) that either has not been selected, or whose price is not known at the time the **Contract** is entered into and for the cost of supply and delivery of which the **Builder** must make a reasonable allowance in the **Contract**.

**Progress Claim** – means each claim made by the **Builder** to the **Owner** for each of the **Stages**.

**Progress Payment** – means all monies due and payable by the **Owner** to the **Builder** during the carrying out of the **Works** at the completion of each **Stage**.

**Provisional Sum** – means an estimate of the cost of carrying out particular work (including the cost of supplying any materials needed for the work) under the **Contract** for which the **Builder**, after making all reasonable inquiries, cannot give a definite amount at the time the **Contract** is entered into.

**Specifications** – means the specifications described in Item 6 of the **Appendix** and also includes and incorporates the Standards and Tolerances Guide produced by the Building Control Commission as applicable at the date of this **Contract**.

**Stages** – means those stages of the **Works** being **Base Stage**, **Frame Stage**, **Lock-up Stage** and **Fixing Stage** under Progress Payment Table Method A in Item 23.1 of the **Appendix** or (if applicable) other stages as specified in Progress Payment Table Method B in Item 23.2 of the **Appendix**.

**Works** – means the work described in Item 5 and Item 9.3 (if applicable) of the **Appendix** and described in more detail in the **Plans** and **Specifications** which is to be carried out under this **Contract** on the **Land** by the **Builder**.

## 2. INTERPRETATION

- 2.1 Clause headings, sub-clause headings, and boxed explanatory notes contained in this **Contract** shall not form part of and shall not be used in the interpretation of this **Contract**.
- 2.2 Words in the singular include the plural and vice versa, according to the requirements of the context.
- 2.3 Words importing a gender include every gender.
- 2.4 References to a person includes an individual, firm or corporated or unincorporated body.

- 2.5 If the time for giving any notice, making any payment or doing any other act required or permitted by the **Contract** falls on a day which is not a **Business Day**, then the time for giving the notice, making the payment or doing the other act shall be deemed to be the next **Business Day**.

### 3.1 ***Parties to consult if discrepancy or ambiguity found***

If either party finds any discrepancy or ambiguity in this **Contract** that party must notify the other party in writing. The parties agree to consult with each other to attempt to resolve the discrepancy or ambiguity. Failing resolution the discrepancy or ambiguity shall be resolved in accordance with Clause 3.2

### 3.2 ***Order for precedence of documents***

Subject to Clause 3.1 any discrepancy or ambiguity in or between any document comprising the **Contract** shall be resolved by adopting the following order of precedence:

- special conditions (if any);
- this document including the **Appendix** (excluding any special conditions);
- the **Specifications**;
- the **Plans**;
- any other documents.

### 3.3 ***Figured dimensions prevail over scaled dimensions***

Where any discrepancy exists between figured and scaled dimensions in the **Plans**, the figured dimensions shall prevail. All dimensions are approximate to the extent that they are based on dimensions estimated from any **Existing Building**.

### 4.1 ***Necessary steps to be taken to obtain any required permits***

The **Builder** or **Owner** as stated in Item 11.3 of the **Appendix** (if applicable) will take all necessary and reasonable steps to obtain the necessary building and/or planning permits to commence the **Works** on the **Land**.

A **Builder** who has entered into this **Contract** must not appoint a private building surveyor on behalf of the **Owner** of the **Land** on which the **Works** are to be carried out. Although the **Owner** must appoint the private building surveyor, the **Owner** may elect under item 11.3 (or otherwise in writing with the **Builder's** consent) for the **Builder** to act as agent to obtain the building permit and do all that is necessary to procure any inspections and **Occupancy Permit**, or in any other case a copy of the certificate of final inspection, on **Completion**.

### 4.2 ***A party may terminate if necessary permits not obtained within 60 days***

If the necessary building and/or planning permits are not obtained within sixty (60) **Days** of the date of the signing of this **Contract**, then either party may give written notice to the other party terminating this **Contract** without liability to the other, except only that the **Builder** shall be entitled to be paid a reasonable sum for services lawfully performed and expenses incurred under this **Contract** to the date of termination, and this amount shall be a debt due and payable by the **Owner** to the **Builder** and shall be recoverable accordingly.

### 4.3 ***Excess amount from deposit to be refunded to Owner on termination***

If the **Builder** has received payment of the **Deposit** from the **Owner** and that amount is in excess of the amount payable to the **Builder** under Clause 4.2, the **Builder** will refund any excess to the **Owner** within seven (7) **Days** of termination of this **Contract** under Clause 4.2.

#### 4.4 **Permit is a pre-condition of Commencement**

The **Owner** may not instruct the **Builder** to commence or carry out any building work until the **Builder** has been given a copy of each relevant permit.

If the **Commencement Date** shown in Item 9.1 of the **Appendix** falls earlier than the date on which the **Builder** is given a copy of each relevant permit, the **Builder** is entitled to an extension of the **Completion Date** by the number of **Days** between the stated **Commencement Date** and the date on which the last of the relevant permit copies is first given to the **Builder**.

#### 5.1 **Definitions**

##### **Insurable domestic building contracts**

are those major domestic building contracts that the **Act**, the Regulations or the Ministerial Orders made under the **Act** require, at the date on which this **Contract** is entered, to be covered by a **complying warranty insurance policy**.

##### **Complying warranty insurance policies**

are applicable warranty insurance policies of the kind (or kinds) that comply with all the provisions set out in the relevant Ministerial Order/s in force at the date on which the domestic building contract is entered.

#### 5.2 **Application to this contract**

Independent legal advice should be sought by each party concerning whether or not this **Contract** is an **insurable domestic building contract**.

If – and only if – this is an **insurable domestic building contract**, then all the references to “warranty insurance” in this document (including sub-clauses 5.3 - 5.5) will apply to the **Contract**. Otherwise all provisions will be void to the extent that they deal with warranty insurances.

#### 5.3 **Before the Builder may enter an insurable domestic building contract**

Except as set out in clause 5.4 below, the **Builder** may not enter an **insurable domestic building contract** unless and until the **Builder** has

- (a) obtained a **complying warranty insurance policy**; and
- (b) the policy covers the building work to be carried out under the **contract**; and
- (c) the **Builder** has provided a copy of the above policy to the **Owner**.

#### 5.4 **Alternative to clause 5.3**

5.4.1 Despite the provisions of clause 5.3 above, a **Builder** may enter this **Contract** before obtaining the required policy, but only on the following conditions:

- (a) the **Builder** must obtain a **complying warranty insurance policy**; and
- (b) the policy must cover (or must be extended to cover) the building work to be carried out under the **Contract**; and
- (c) until the **complying warranty insurance policy** (or the extension) has been issued by the Insurer no domestic building work is carried out under the **Contract**; and
- (d) the **Builder** must provide to the **Owner** a copy of the policy within seven (7) days of the date on which the policy (or the extension) is issued.

5.4.2 Whenever clause 5.4.1 is relied upon, the **Builder** is not entitled to

- (a) demand, receive or accept any payment under the **Contract** (including the payment of any deposit money); or
- (b) enforce any other provision of the **Contract**

until all of the conditions of Clause 5.4.1 have been satisfied.

## **5.5 Costs of warranty insurance**

The **Builder** must include in the (original) **Contract Price** for all costs and expenses associated with the obtaining of the required warranty insurance\.

## **6.1 Builder's obligation to comply with Work Cover requirements**

The **Builder** will comply with all laws relevant to accident compensation applicable to all workers engaged in the **Works** or on the **Land**.

## **6.2 Contract works policy to be provided by Builder**

Unless otherwise agreed in writing, the **Builder** will provide and maintain a current **Contract Works Policy**. The insured sum shall be no less than the **Contract Price** plus 15%. The policy cover must start no later than on the date on which the **Builder** is given access and control of the **Land**; and it shall continue until **Completion** or until **Possession** of the **Works** by the **Owner** - whichever is earlier.

## **6.3 Public liability insurance to be provided by Builder**

The **Builder** will have in place or take out a public liability insurance policy and indemnify the **Owner** against liability for:

- the personal injury or death of any person caused by accident;

AND

- loss or damage to property;

arising out of the **Works** from the **Commencement Date** until **Completion** or **Possession** of the **Works** by the **Owner**, whichever is earlier.

## **6.4 Public liability insurance to be in joint names and for specified amount**

The public liability insurance to be obtained by the **Builder** pursuant to Clause 6.3 must name the **Owner** and all sub-contractors as interested parties; and – unless otherwise specified in item 16 of the **Appendix** – it shall be for an amount that is not less than \$5 million for any one claim.

## **6.5 No responsibility on Builder if injury, death, loss or damage caused by Owner**

Notwithstanding Clauses 6.1 to 6.4 inclusive, as far as is permitted by law the **Builder** is not liable for and does not indemnify the **Owner** or the **Owner's** employees or agents or any other person for whom the **Owner** is responsible, for any personal injury or death to any person or loss or damage to any property as a result of any act or omission by the **Owner** or any person for whom the **Owner** is responsible and in respect of such claims the **Owner** hereby indemnifies the **Builder**.

## 6.6 Evidence of policies to be provided by the Builder upon written request

The **Builder** will, on written request from the **Owner**, provide evidence of any insurance required to be effected by the **Builder** under Clause 6 within seven (7) **Days** of any such request.

## 7.1 Evidence of title to the land

The **Owner** must provide to the **Builder**, no later than on the fourteenth day after the date on which this **Contract** is signed:

- an authenticated current copy and extract of the Certificate/s of Title/s to the **Land** (or of the appropriate other instruments whenever the title to the **Land** is not of the Torrens system); and
- the names of all current registered proprietors as noted on and disclosed by the title documents, or who may be otherwise registered in the Office of Land Titles; and
- full details of all easements, covenants, interests and other restrictions and encumbrances which affect or may affect the **Land** or its use; and
- all Plans of Subdivision pertaining or relevant to the **Land** or its use

## 7.2 Licenses

7.2.1 Each **Owner** hereby grants to the **Builder** an irrevocable licence to free and uninterrupted access to and occupation of the **Land** (including any relevant existing buildings and other items on the **Land**), as the **Builder** reasonably requires to enable him/her or it to fully and properly comply with all his/her or its obligations under this **Contract** and at law.

7.2.2 This licence does not expire until the **Builder** has received payment in full of the final claim, or until such earlier time (if any) as the **Builder** may agree in writing.

7.2.3 Each **Owner** hereby authorises the **Builder** to act on his/her/its behalf for the purpose of making applications under the *Building Act 1993* and the *Regulations* for and with respect to the **Contract** and its **Works**. Without limitation this is an authorisation for the purposes of ss240 and 248 of the *Building Act 1993*.

## 7.3 Consents by registered proprietors

Each **Owner** hereby warrants that he, she or it will obtain from each person registered as a proprietor of the land (if there is such a person, or if there are such persons, other than the **Owner/s**)

- a written consent to the **Works** of the **Contract** being carried out on the **Land** pursuant to and in accordance with this **Contract**; and
- a written licence in identical terms to those in Clause 7.2.

## 7.4 Fundamental breaches (etc)

Any

failure or refusal by the **Owner/s** to fully comply with the warranty given in Clause 7.3

and /or

breach, or actual, attempted or purported withdrawal, cancellation, infringement or restriction (whether by the **Owner**, by any registered proprietor or by any other person for whom the **Owner** is responsible) of any one or more of the licences given under Clause 7.2 or 7.3, or of any one or more of the consents obtained or given under Clause 7.3



will constitute a fundamental breach of this **Contract**, by the **Owner**.

#### **7.5 All-weather access for vehicles**

The cost of providing any access to the **Land** for any vehicle or machinery reasonably necessary for the carrying out of the **Works** or for the delivery of **Materials** (being only those to be provided by the **Builder**) is to be the obligation of and the cost borne by the **Owner**. Any breach of this obligation will constitute a fundamental breach of the **Contract** by the **Owner** any may require a variation pursuant to Clause 12.

#### **7.6 Owner's right to view the works upon request**

Upon request by the **Owner** the **Builder** will give to the **Owner**, the **Owner's Agent** or any authorised officer of the lending authority (if any) reasonable access to the **Land** and to view any part of the **Works**.

The **Builder** will make such access subject to such conditions as are required to ensure that its legal, contractual and commercial rights and obligations are not compromised by the visitors. Any breach of any of these conditions will constitute a fundamental breach of the **Contract** by the **Owner**.

#### **7.7 Identification of land to be provided by Owner**

The **Owner** will clearly identify the **Land** with a sign stating the name of the **Owner** and the lot or street number.

#### **7.8 Evidence of boundaries or position of the land to be provided by Owner**

The **Owner** will, within seven (7) **Days** of signing this **Contract**, give to the **Builder** satisfactory evidence of the boundaries or position of the **Land** and the **Owner** warrants that any such evidence given to the **Builder** will be accurate and correct and will indemnify the **Builder** accordingly.

#### **7.9 Owners failure to provide evidence of boundaries or position of the land**

Should the **Owner** fail to give the **Builder** satisfactory evidence as required by Clause 7.8, the **Builder** may in writing request the **Owner** to obtain a survey of the **Land**. Should the **Owner** fail to do so within seven (7) **Days** of the date of the **Builder's** request, the **Builder** may arrange for a survey of the **Land** and the **Owner** will pay the actual cost of the survey plus 15% for overhead and profit to the **Builder** with the next **Progress Payment**.

#### **7.10 Available services and facilities to be provided by Owner during construction**

Wherever there are available existing services and facilities on the **land** or in any existing building/s on the **land**, the **Owner** shall grant to the **Builder** all requisite access to and use of such (water, gas, electricity) services and of such (toilet, washing, changing) facilities during the performance of the **Contract Works**. Unless otherwise agreed in writing, these services and facilities are to be provided at no cost of any kind to the **Builder**.

#### **8.1 Commencement date**

Subject to the applicable provisions (if any) of Clause 5, the **Builder**:

- (i) will commence construction of the **Works** on the date (if any) specified in item 9.1 of the **Appendix**;

OR

- (ii) will do everything that is reasonably possible for the **Builder** to do to ensure that construction of the **Works** will start within fourteen (14) days following the receipt by the **Builder** of all of the following documents:
- satisfactory written evidence of the title to the **Land** (together with full details of all easements, restrictions or covenants that affect or may affect the **Land**) as required by Clause 7.1; AND
  - satisfactory evidence of the **Owner's** capacity to pay the **Contract Price**, pursuant to Clauses 11.1, 11.2 and 11.3; AND
  - all necessary valid and current building and/or planning permits as required pursuant to Clauses 4.1 and 4.4; AND
  - the consents and licences of the registered proprietors, where these are required, pursuant to Clause 7.3.

## 8.2 Commencement notice

Within seven (7) days after having commenced to construct the **Works**, the **Builder** must give a written notice to the **Owner**. The notice must state the following:

- The **Builder** has commenced construction of the **Works** under the **Contract**; AND
- The date on which construction of the **Works** commenced (the actual commencement date); AND
- The **Construction Period** (as set out in item 9.2 K of the **Appendix**) started to run on that actual commencement date; AND
- The **Completion Date**, having regard to the actual commencement date and the **Construction Period**.

## 8.3 Reasonable allowances are included for certain delays

In calculating the number of days required to reach **Completion** the **Builder** has made reasonable allowances for all of the events listed under headings "A" to "H" inclusive in Item 9.2 of the **Appendix**. These estimated delays are shown in Item 9.2 of the **Appendix** and are included in the **Construction Period** for the **Works** under the **Contract**.

## 8.4 Works to be completed by the completion date

The **Builder** agrees to reach **Completion** on the **Completion Date**, which is calculated with reference to the actual commencement date and to the **Construction Period** (and which is also advised in the notice under clause 8.2).

However, this obligation is subject to extensions to the **Completion Date** to which the **Builder** is, or may become, entitled under the **Contract** or otherwise.

# 9. PRIME COST ITEMS AND PROVISIONAL SUMS

## WARNING TO BUILDING OWNER AS TO PRIME COST ITEMS

It is always better to get a fixed price for all work. However, some fixtures and fittings may need to be selected after the **Contract** is signed, eg. a stove, type of taps etc. If these items are specified as **Prime Cost Items** the **Builder** will allow an amount in the **Contract Price** which should cover the expected cost of the item.



NOTE : If the actual cost is more than the amount allowed you will have to pay the extra amount. You may also have to pay the **Builder's** margin on the extra amount. If this is intended, the **Builder's** margin should be specified, or cannot be claimed unless the **Owner** agrees in writing to such additional amount. If the prime cost is less than that allowed for in the **Contract**, the difference should be deducted from the **Contract Price**.

## 9.1 **Provisional sums warranty**

The **Builder** warrants that any **Provisional Sum** included by the **Builder** in the **Contract** has been calculated with reasonable care and skill taking account of all information reasonable available at the date the **Contract** was made, including the nature and location of the **Land**.

## 9.2 **Owner to provide directions relating to prime cost items or provisional sums**

- 9.2.1 If this **Contract** makes allowance for any **Prime Cost Item** or a **Provisional Sum**, the **Owner** will give to the **Builder** all necessary written and signed directions requested by the **Builder** regarding the selection or supply of the goods or work represented by either a **Prime Cost Item** or a **Provisional Sum** within seven (7) **Days** of receiving a request from the **Builder** for such directions.
- 9.2.2 In the absence of prior written agreement to the contrary – the **Builder** will select the sources of, and will obtain, all **Prime Cost** and **Provisional Sum** items; and these will remain part of the **Builder's Contract**.

## 9.3 **Where a prime cost item is unavailable**

If any **Prime Cost Item** selected by the **Owner** is unavailable, then the **Owner** will specify in writing to the **Builder** an alternative item to be supplied within seven (7) **Days** of the **Builder's** request to do so.

## 9.4 **If Owner fails to specify alternative prime cost**

The **Builder** will be entitled to select and supply an alternative **Prime Cost Item**, as near as reasonably possible in quality to the original **Prime Cost Item**, if the **Owner** fails to specify to the **Builder** in writing the alternative item to be supplied within seven (7) **Days** of the **Builder's** request under Clause 9.3.

## 9.5 **Amounts not fully expended on prime cost items or provisional sums**

Any amount of a **Prime Cost Item** or **Provisional Sum** which is not expended shall be deducted from the **Contract Price** and deducted from the next payment payable under this **Contract**.

## 9.6 **Contract price to be adjusted for amount expended in excess of prime cost item or provisional sum allowed**

If the amount on a **Prime Cost Item** or **Provisional Sum** is in excess of the sum allowed for that item, the excess amount plus the **Builder's** margin as stated in Item 21 or Item 22 (as applicable) in the **Appendix** will be added to the **Contract Price** and paid to the **Builder** in the next payment payable under this **Contract**.

## 9.7 **Prime cost allowance made includes the cost of supply and delivery**

In making an allowance for a **Prime Cost Item**, the amount allowed for includes the cost of supply and delivery of the **Prime Cost Item**, and the amount stated is based upon prices obtained from the **Builder's** usual or preferred suppliers.

## 9.8 Amount for installation, Builder's profit and overheads is included in the contract price

Any amount for installation, **Builder's** profit and overheads for a **Prime Cost Item** is included in the **Contract Price** unless otherwise stated in this **Contract**.

## 9.9 Builder to provide copies of invoices, receipts etc to the Owner

The **Builder** will give to the **Owner** a copy of any invoice, receipt or other document that shows the actual cost incurred to the **Builder** for any **Prime Cost Item** or that relates to any **Provisional Sum** and will do so as soon as is reasonably possible after receiving the invoice, receipt or document.

## 10.1 The Builder's Warranties

The **Builder** gives to the **Owner** the following warranties contained in Section 8 of the **Act**:

- The **Builder** will carry out the **Works** in a proper and workmanlike manner and in accordance with the **Plans** and **Specifications** set out in the **Contract**;
- **Materials** supplied by the **Builder** for use in the **Works** will be good and suitable for the purpose for which they are to be used and, unless otherwise stated in **Contract**, those **Materials** will be new;
- the **Builder** will carry out the **Works** in accordance with all laws and legal requirements including, without limiting the generality of this warranty, the Building Act 1993 and the regulations made under that Act;
- the **Builder** will carry out the **Works** with reasonable care and skill and will achieve **Completion** by the date (or within the period) specified in the **Contract**;
- if the **Works** consist of the erection or construction of a home or is work intended to renovate, alter, extend, improve or repair a home to a stage suitable for occupation, the **Builder** will carry out the **Work** so the home will be suitable for occupation at the time the **Works** achieve **Completion**;
- if the **Contract** states the particular purpose for which the **Works** are required, or the result which the **Owner** wishes the **Works** to achieve, so as to show that the **Owner** relies on the **Builder's** skill and judgement, the **Builder** warrants that the **Works** including any **Materials** used will be reasonably fit for that purpose or be of such a nature and quality as they might reasonably be expected to achieved that result.

## 10.2 No liability for breach of a warranty if breach already known to Owner

10.2.1 The **Builder** is not responsible or liable for breach of any of the warranties contained in Clause 10.1 of this **Contract** or section 8 of the **Act** if the breach of any warranty was known, or ought reasonably to have been known, to the **Owner** to exist at the time this **Contract** was executed.

10.2.2 The same exclusion will apply to any breach that was or ought reasonably to have been ascertainable or observable by any subsequent land owner/s at the time they entered the relevant contracts of sale of land as purchasers.

### 10.3 **Written progress claims and final claim to Owner**

The **Builder** will give to the **Owner**:

- Written progress payment claims; at the completion of each stage specified in Item 23.1 of the **Appendix** ("Method A") or at the times implied by Item 23.2 of the **Appendix** ("Method B") – whichever applies to this **Contract**; AND
- A written **Final Claim** at **Completion**.

### 10.4 **Each progress claim and the final claim to show certain details**

Each **Progress Claim** and the **Final Claim** submitted by the **Builder** to the **Owner** will show the following details:

- A the sum paid or to be paid by the **Owner** under the **Contract** for the **Deposit** and all **Stages** completed to date;
- B The amount of all completed variations to date, together with a schedule of all such variations;
- C the total sum of A and B above;
- D the total sum of payments already made by the **Owner** to the **Builder**, together with a schedule of all such payments;
- E the amount claimed by the **Builder** taking into account all payments already made by the **Owner** to the **Builder** under the **Contract** (i.e. C less D).

**NOTE:**

Nothing in this Clause operates to prevent the **Builder** from showing any other or any additional matter or detail on any of its progress or final payment claims.

### 10.5 **If any materials are unavailable Builder will notify Owner**

If any material specified in this **Contract** (excluding any **Prime Cost Item**) is unavailable, then the **Builder** will, upon becoming aware of its unavailability, notify the **Owner** of its unavailability and may submit a written variation to the **Owner** in accordance with Clause 13.

### 11.1 **Evidence of capacity to pay the contract price**

This **Contract** is subject to the **Owner** within twenty one (21) **Days** of the **Owner** signing the **Contract**, provide written or other reasonable evidence to the **Builder** that the **Owner** has the financial capacity to pay the **Contract Price**, otherwise **Builder** reserves the right to **Terminate** the **Contract** at any stage before site commencement, by providing written notification.

### 11.2 **Continuing obligation upon Owner to provide evidence of capacity to pay**

The obligation of the **Owner** to provide evidence of capacity to pay the **Contract Price** is a continuing obligation until the **Works** have reached **Completion**.

### 11.3 **Builder may request evidence of capacity to pay during the contract**

The **Builder** may at any time until the **Works** have reached **Completion**, request the **Owner** to provide written or other reasonable evidence of capacity to pay the balance of the **Contract Price** or any variation notwithstanding the fact that the **Owner** has previously provided such evidence to the

**Builder** under the **Contract**, and the **Owner** will, within fourteen (14) **Days** of any request, provide evidence of such capacity to pay.

#### **11.4 Owner's obligation if capacity to pay is reduced or ceases**

The **Owner** will immediately notify the **Builder** if at any time during the **Works** the **Owner's** capacity to pay the **Contract Price** or the balance of the **Contract Price** is in any way reduced or ceases.

#### **11.5 Owner's obligation to pay the contract price**

The **Owner** will pay the **Builder** the **Contract Price** in accordance with this **Contract**.

#### **11.6 Owner's obligation to pay deposit**

The **Owner** must pay to the **Builder** the **Deposit** specified in item 10.2 of the **Appendix**. This **Deposit** must be paid on demand, but no demand may be made by the **Builder** for it to be paid

- unless the **Builder** has complied with its obligations under Clause 5.3;

OR

- until the **Builder** has complied with its obligations under Clause 5.4.1

whichever applies to this **Contract**. (See also Clause 5.4.2)

In the event that the **Owner** validly exercises its rights (if any) under the Cooling Off provisions of the Act, the **Builder** will refund to the **Owner** any deposit that the **Owner** may have already paid. HOWEVER, pursuant to Clause 7.3, the **Builder** may retain from the refund:

- One hundred dollars (\$100.00) plus
- Any out of pocket expenses or disbursements that the **Builder** may have already incurred, with the prior approval of the **Owner**.

#### **11.7 Limits on deposit payable by the Owner**

The **Deposit** to be paid by the **Owner** will not be:

- more than 5% of the **Original Contract Price** if the **Original Contract Price** is \$20,000 or more;

OR

- more than 10% of the **Original Contract Price** if the **Original Contract Price** is less than \$20,000.

#### **11.8 Owner to pay progress payments**

The **Owner** will make **Progress Payments** to the **Builder** in accordance with the agreed and completed Progress Payments Table as set out in Item 23 of the **Appendix**.

Except for when the table at item 23.1 of the **Appendix** ("METHOD A") is used, the **Owner** agrees that the order and or sequence of **Progress Stages** and **Progress Payments** as set out under the table at item 23.2 of the **Appendix** ("METHOD B") is indicative only and that the **Builder** may submit any **Progress Claim** in any order upon completion of the work described under a particular **Progress Stage**, notwithstanding that an earlier **Progress Stage** is not complete.

### 11.9 **Owner to pay progress claims within the stated period**

The **Owner** will pay each **Progress Claim** to the **Builder** within in the period stated in Item 12 of the **Appendix**, and as per clause 11.8.

### 11.10 **Interest payable on outstanding payments**

If the **Owner** should fail to make any payment to the **Builder** by the due date under this **Contract**, the **Builder** will be entitled to interest on all outstanding amounts at the rate specified in Item 15 of the **Appendix**, payable from the due date until payment has been made in full.

### 11.11 **Materials supplied by Owner to be good and suitable for their purpose**

Whenever the **Owner** supplies **Materials** for use by the **Builder** in the **Works**, those **Materials** must be good and suitable for the purpose for which they are to be used. Unless otherwise stated in the **Contract**, they must also be new. The **Builder's** warranties do not apply to any such materials.

### 11.12 **Any plans or specifications supplied by Owner to be accurate and sufficient number of copies to be provided**

Whenever the **Owner** supplies **Plans** and/or **Specifications** to the **Builder**, the **Owner**.

- warrants that the **Plans** and/or **Specifications** supplied are accurate and correct and good and suitable for the purpose for which they are to be used; AND
- acknowledges that it is reasonable for the **Builder** to rely on the **Plans** and/or **Specifications** supplied and that the **Builder** intends to rely upon any **Plans** and/or **Specifications** supplied for the purpose of carrying out the **Works**;

AND

- the **Owner** will supply sufficient number of copies to enable the **Builder** to undertake the **Works** and also to obtain the necessary permits, if the **Builder** is required to obtain any permits on behalf of the **Owner** under this **Contract**.

### 11.13 **Foundations data provided by Owner to be accurate and may be relied upon by the Builder**

Whenever the **Owner** provides **Foundations Data** to the **Builder**, the **Owner**:

- warrants that the **Foundations Data** provided is accurate and correct; AND
- acknowledges that it is reasonable for the **Builder** to rely on the **Foundations Data** provided and that the **Builder** intends to rely on it for the purpose of carrying out the **Works**.

### 11.14 **Owner's obligation not to interfere**

The **Owner** must not do, or countenance or permit to be done, anything that may obstruct, interfere with or hinder the **Builder** in carrying out its obligations under the **Contract** and otherwise.

Without limitation, the **Owner** must ensure that the **Owner**, the **Owner's Agent** and all **persons for whom the Owner is responsible** refrain at all times from:

- communicating directly with, or giving any instructions to, any of the **Builder's** employees, consultants, subcontractors or suppliers, and all other persons, consultants, subcontractors or

suppliers involved on the project; with the sole exception of those with whom the **Owner** may have entered separate contracts.

The **Owner** must also ensure that no animals over which it may have any control obstruct, interfere with or hinder the **Builder** or the progress of the **Works**.

#### **11.15 Owner to act in furtherance of program**

Whenever under the provision of the **Contract** it is, or becomes, necessary for the **Owner** to make any decision or selection, or to supply any information, instruction, advice, equipment, materials and/or labour, or to do any other act, the **Owner** shall ensure that such act is done at the time and in a manner that enables the **Builder** to meet its program.

#### **11.16 Owner's obligation to appoint private building surveyor**

The **Owner** will, within seven (7) days of the **Owner** signing the **Contract**, appoint a private building surveyor. Any such appointment must be in writing. Evidence of the private building surveyor's appointment must be provided to the **Builder** as soon as a reasonably practicable.

#### **12.1 Notice required when Owner requests a variation**

If the **Owner** wishes to vary the **Plans**, or **Specifications**, then the **Owner** will give to the **Builder** a written notice describing the variation requested.

#### **12.2 Builder not obliged to perform variation but may agree to do so**

If the **Builder** reasonably believes that the variation requested in writing by the **Owner**:

- will not require an amendment to any permit; AND
- will not cause any delay in reaching **Completion**; AND
- will not add any more than 2% to the **Original Contract Price**;

THEN

The **Builder**, although not obliged to, may at its discretion carry out the variation.

#### **12.3 Builder to provide notice to Owner in certain circumstances**

If the **Builder** reasonably believes that:

- an amendment to any permit will be necessary; OR
- there will be delay in reaching **Completion**; OR
- the variation will add more than 2% to the **Original Contract Price**;

THEN



- upon receipt of the written variation notice from the **Owner**, the **Builder** will give to the **Owner** a written notice that either:
  - (a) states that the **Builder** refuses to or is unable to carry out the variation and the reason for that inability or refusal;

OR

- (b) states that the **Builder** will carry out the variation and if so, the **Builder** will in the notice:
  - (i) state the effect the variation will have on the **Works** as a whole being carried out under the **Contract**;
  - (ii) state whether or not an amendment to any permit will be required;
  - (iii) give a reasonable estimate of any delay in reaching **Completion**;
  - (iv) state the cost of the variation; and
  - (v) state the effect of that cost on the **Contract Price**.

#### 12.4 **Builder not to commence variation until certain matters satisfied**

The **Builder** will not commence any variation requested by the **Owner** unless either;

- the **Owner** has given to the **Builder** a signed written request for the variation and that written request is attached to the notice required by the **Builder** under Clause 12.3;

OR

- the **Builder** reasonably believes that the variation requested by the **Owner**:
  - (i) will not require any amendment to any permit; AND
  - (ii) will not cause any delay in reaching **Completion**; AND
  - (iii) will not add more than 2% to the **Original Contract Price**.

#### 12.5 **If variation decreases contact price, adjustment to be made in the next progress claim or the final claim**

If any variation requested by the **Owner** and agreed to by the **Builder** should result in the decrease to the **Contract Price**, the amount of the variation will be deducted by the **Builder** from the next **Progress Claim** or the **Final Claim** (whichever is applicable), unless otherwise agreed.

#### 12.6 **Owner to pay deposit for a variation in certain circumstances**

If a variation is requested by the **Owner** and the **Builder** agrees to carry out the variation, and the variation results in an increase to the **Contract Price**, the **Owner** will if requested by the **Builder**, pay to the **Builder**, prior to the commencement of the variation.

- 10% of the total cost of the variation, where the total cost of the variation is less than \$20,000.00;

OR

- 5% of the total cost of the variation, where the total cost of the variation is \$20,000.00 or more.

### **12.7 Builder under no obligation to commence any variation until Owner provides the required deposit and evidence of capacity to pay**

The **Builder** is under no obligations to commence any variation, until such time as the **Owner**;

- has paid to the **Builder** the 10% or 5% (whichever is applicable) of the total cost of the variation in the deposit is requested by the **Builder** under clause 12.6;

AND

- produces written or other satisfactory evidence to the **Builder** (if requested by the **Builder** under Clause 11.3) showing that the **Owner** has the financial capacity to pay the cost of the variation.

### **12.8 Owner's obligation to pay for variation**

Whenever the **Builder** has, under Clause 12.4 or 13.2 accepted an obligation to carry out a variation then the **Owner** hereby agrees to PAY to the **Builder**:

- the agreed variation price

OR

- If the variation falls within Clause 12.2 and no price had been agreed for the variation, the documented cost of carrying out the variation plus 15% of that cost for the **Builder's** margin

LESS

- any deposit that the **Owner** may have already paid in respect of that variation under Clause 12.6.

The **Builder** may include in its payment claims amounts of money in respect of all additional work completed [and related materials and services provided] to the date of the claim.

### **12.9 Variation provisions not applicable to prime cost items or provisional sums**

The variation provisions of this Clause 12 do not apply to any **Prime Cost Items** or **Provisional Sums** included in the **Contract**.

## **13. VARIATIONS BY THE BUILDER**

### **13.1 Notice required when Builder requests a variation**

If the **Builder** wishes to vary the **Plans** or **Specifications**, then the **Builder** will give the **Owner** written notice that -

- describes the variation; AND
- states why the **Builder** wishes to make the variation; AND
- states the effect the variation will have on the **Works**; AND



- states whether or not an amendment to any permit will be required; AND
- gives a reasonable estimate of any delay (if any) in reaching **Completion** the variation is likely to cause; AND
- states the cost of the variation; AND
- states the effect of that cost on the **Contract Price**.

### 13.2 Variations only to be performed in certain circumstances

The **Builder** will not give effect to any variation requested by the **Builder** unless either;

- the **Owner** has given the **Builder** a signed consent to the variation attached to a copy of the notice required by Clause 13.1;

OR

- the following circumstances apply –
  - (i) a building surveyor or other authorised person under the Building Act 1993 issued a building notice or order under that Act requiring the variation to be made; AND
  - (ii) the variation arose as a result of circumstances beyond the control of the **Builder**; AND
  - (iii) the **Builder** has given the **Owner** a copy of the building notice or building order, with the notice required by Clause 13.1; AND
  - (iv) the **Owner** does not notify the **Builder** in writing within five (5) **Business Days** of receiving the notice required by Clause 13.1 that the **Owner** wishes to dispute the building notice or building order.

### 13.3 If variation decreases contract price, adjustment is to be made in the next progress claim or the final claim

If any variation requested by the **Builder** and agreed to by the **Owner** should result in a decrease to the **Contract Price**, the amount of the variation will be deducted by the **Builder** in the next **Progress Claim** or the **Final Claim**, whichever is applicable.

### 13.4 Variation provisions not applicable to prime cost items or provisional sums

The variation provisions of this Clause 13 do not apply to any **Prime Cost Items** or **Provisional Sums** included in this **Contract**.

## 14. ADDITIONAL AMOUNTS FOR EXCAVATIONS OR FOOTINGS

### 14.1 Builder generally not entitled to extra amounts for excavations or footings

After entering into this **Contract** the **Builder** cannot seek from the **Owner** an amount of money not already provided for in the **Original Contract Price** if the additional amount could reasonably have been ascertained had the **Builder** obtained all the **Foundations Data** required under the **Act**.

## 14.2 Builders entitlement to extra amount for excavations and footings

The **Builder** will be entitled to claim an amount of money not already provided for in the **Original Contract Price** if the need for the additional amount could not reasonably have been ascertained from the **Foundations Data**

## 14.3 Owner to pay additional cost if Builder entitled to extra amount

If the **Builder** is entitled to any additional amounts which could not reasonably have been ascertained for excavations or footings under this **Contract** or the **Act**, the **Owner** will pay to the **Builder**, in the **Builder's** next **Progress Claim**, the agreed cost of the additional work or, if the cost is not agreed, the cost incurred by the **Builder** plus 15% for the **Builder's** margin.

# 15. DELAYS AND EXTENSION OF TIME CLAIMS

## 15.1 Builder's entitlement to extensions of time

If the progress of the **Works** is delayed by:

- any variations under this **Contract**; OR
- proceedings being taken or threatened by or disputes with adjoining neighbouring Owners or residents; OR
- any industrial action or civil commotion affecting the **Works** or any of the trades employed upon the **Works** or affecting the manufacture or supply of **Materials** for the **Works**; OR
- the general unavailability of any **Materials** necessary to carry out the **Works**; OR
- inclement weather or any condition as a result of inclement weather in excess of the reasonable allowance stated in A and B of Item 9.2 of the **Appendix**; OR
- any act, default or omission on the part of the **Owner**, or breach of the **Contract** by the **Owner** including, failure by the **Owner** to provide to the **Builder** any information requested by the **Builder** under Clause 9.2 relating to **Prime Cost Items** and **Provisional Sums**; OR
- any obstruction, interference or hindrance with the carrying out of the **Works** by the **Owner**, the **Owner's Agent**, or any person engaged by the **Owner** to perform other work on the **Land**; OR
- any delay in the **Owner** obtaining or continuing to obtain the **Land Owner's Consent** (if required) under Clause 7.1 for the **Builder** to carry out the **Works** on the **Land**; OR
- any delay or refusal of any authority to grant or issue any necessary permit; OR
- any other cause beyond the reasonable control of the **Builder** including any act or omission by any person engaged by the **Owner** relating to the **Works**;

THEN

in any such case, the **Builder** will within a reasonable time advise the **Owner** of the cause and the reasonable estimated length of the delay and the **Builder** will be entitled to a fair and reasonable extension of time for **Completion** of the **Works**.

AND/OR

The **Builder** may, within fourteen days (14) **Days** of becoming aware that Completion of the **Works** will be delayed, notify the **Owner** in writing of the delay stating the cause and the reasonable estimated length of the delay.

### 15.2 Completion date deemed to be extended if Owner fails to reject or dispute Builder's claim

If the **Owner** does not notify the **Builder** in writing and reject or dispute the cause of the delay and/or the estimated length of the delay within fourteen (14) **Days** after receipt of the **Builder's** notice under Clause 15.1, the **Completion Date** under the **Contract** will be automatically extended by the delay period stated in the said notice, and at **Completion** the **Owner** is not entitled to deduct any monies from the **Final Payment** for any **Liquidated Damages** for the extent of that delay.

### 15.3 If Owner rejects or disputes Builder's claim Builder still entitled to a fair and reasonable extension of time

If the **Owner** serves a written notice upon the **Builder** disputing or rejecting the estimated length of the delay stated in the **Builder's** notice, the **Builder** is still entitled to a fair and reasonable extension of time for **Completion** of the **Works**.

### 15.4 Costs of delays attributable to the Owner

Whenever the progress of the **Works** is delayed by any act or omission of the **Owner** or of any person or persons for whom the **Owner** is responsible [including, without limitation, the **Owner's** partners, officers, contractors, suppliers, agents, employees, consultants, related persons and related entities] the **Builder** is, in addition to the appropriate extension of time, entitled to recover the amount included in item 17a of the **Appendix** in respect of each week of delay, or one seventh (1/7th) of said amount for each day of delay.

Clause 15.4 is a **cost escalation clause** to which Section 15 of the **Act** applies. The **Owner** acknowledges receipt of the warning given by the **Builder** explaining the effects of this clause

\*   
\_\_\_\_\_  
Signature/s of Owner/s

## 16. SUSPENSION OF THE WORKS

### 16.1 Builder's entitlement to suspend the works

The **Builder** may, without prejudice to any of the **Builder's** rights under this **Contract** or at law, suspend the obligation of the **Builder** to carry out the **Works** if the **Owner**:

- fails to produce to the **Builder** satisfactory written evidence of title in accordance with Clause 7.1; OR
- revokes the contractual licence provided to the **Builder** under Clause 7.2 or, if required under Clause 7.1, fails to obtain or continue to obtain the **Land Owner's Consent**; OR
- fails to produce to the **Builder** written or other reasonable evidence of capacity to pay the **Contract Price** as required by Clause 11.1 or, if requested under Clauses 11.2 or 11.3; OR
- indicates to the **Builder** that the **Owner** is unable or unwilling to make any payment required under this **Contract**; OR

- is late in making any payment to the **Builder** (including the **Deposit**) as required by this **Contract**; OR
- fails to comply with this **Contract** including failing to provide to the **Builder** any information requested by the **Builder** under Clause 9.2 relating to **Prime Cost Items** or **Provisional Sums**; OR
- takes **Possession** of any part of the **Works** without the prior written consent of the **Builder** prior to making the **Final Payment**; OR
- obstructs, interferes with or hinders the carrying out of the **Works**, including giving any directions to the **Builders** workers or sub-contractors or failing to supply and **Materials** or provide information required to be supplied or given to the **Builder** under this **Contract** or refusing to consent to any reasonable or necessary variation requested by the **Builder** under Clause 13: OR
- refuses reasonable access to the **Land** to the **Builder** or to the **Builder's** workers or sub-contractors.

#### **16.2 Written notice required by Builder to suspend the works and to extend completion date**

For the **Builder** to suspend the carrying out of the **Works**, the **Builder** must immediately give written notice to the **Owner** of the suspension and the reason for doing so. The **Completion Date** will then be automatically extended by the period equivalent to the sum of the number of **Days** the **Works** were suspended and the number of **Days** of any consequential delays.

#### **16.3 Owner will remedy breach within 7 Days**

The **Owner** will remedy the breach or breaches stated in any suspension notice given to the **Owner** in accordance with clause 16.2 within seven (7) **Days** after receiving written notice from the **Builder**.

#### **16.4 Builder will recommence the works within 14 days of Owner remedying breach**

The **Builder** will recommence the carrying out of the **Works** within fourteen (14) **Days** of the breach or breaches stated in the suspension notice being remedied by the **Owner**.

### **17. OBLIGATIONS OF BOTH PARTIES UPON COMPLETION**

#### **17.1 Submission of final claim and notice of completion by Builder**

On **Completion**, the **Builder** will give to the **Owner**.

- the **Final Claim**; AND
- if a building permit was issued for the **Works** a copy of the **Occupancy Permit**, if required, or in any other case a copy of the certificate of final inspection, if required, AND
- a written notice:
  - (i) stating that the **Works** are complete and the date on which the **Works** reached **Completion**; AND

- (ii) requesting a final inspection of the **Works** with the **Owner** or the **Owner's Agent** at a date and time specified in the notice.

### **17.2 Owner will notify Builder if unable to attend final inspection**

If the **Owner** or the **Owner's Agent** is unable to attend the final inspection of the **Works** at the date and time specified in the **Builder's** notice given under clause 17.1

THEN the **Owner** will:

- immediately notify the **Builder** in writing of the **Owner's** or the **Owner's Agents** unavailability to attend that inspection prior to the date of the **Builder's** proposed inspection; AND
- arrange with the **Builder** an inspection of the **Works** at a mutually agreeable time during normal business hours and on a date which must not be late than seven (7) **Days** from the **Builder's** proposed date for final inspection.

BUT if the **Owner** does not do so then the **Owner** will be taken to be available to attend the final inspection at the date and time stated by the **Builder's** notice given under clause 17.1.

### **17.3 If Owner fails to attend final inspection final claim due and payable**

If the **Owner** or the **Owner's Agent** does not attend the arranged final inspection of the **Works** with the **Builder**, then by failing to attend the **Owner** agrees that:

- the **Works** will be taken to have reached **Completion**; AND
- the **Final Claim** submitted by the **Builder** shall be payable in accordance with Item 13 of the **Appendix**.

### **17.4 If Owner agrees works are complete final claim becomes due and payable**

If at the final inspection of the **Works** the **Owner** agrees that no defects exist and the **Works** have reached **Completion**, then the **Owner** must:

- sign a notice to that effect; AND
- pay the **Final Claim** to the **Builder** in accordance with Item 13 of the **Appendix**.

### **17.5 Owner to provide signed defects list to Builder in certain circumstances**

If at the final inspection of the **Works** the **Owner** claims any defects exist, or the **Works** are in any way incomplete or not in accordance with the **Plans** or **Specifications**, then the **Owner** must at that inspection give to the **Builder** a written list specifying such items and both the **Builder** and the **Owner** will sign this list and each will retain a copy. Notwithstanding the fact that the **Builder** signs the list provided by the **Owner**, the **Builder's** signature is not an admission that the alleged defects or incomplete items exist in the **Works**.

### **17.6 Builder will complete the works within 21 days of receipt of a signed defects list**

The **Builder** will complete any necessary outstanding items listed on the signed defects list as required by this **Contract** within twenty-one (21) **Days** or if necessary **Materials** are unavailable, within a reasonable period after receiving a signed defects list under Clause 17.5.

### **17.7 Final claim payable by Owner upon completion of items by Builder**

Upon completion of all necessary outstanding items stated in the defects list given under Clause 17.5 the **Owner** will pay the **Final Claim** to the **Builder** in accordance with Item 13 of the **Appendix**.

#### **17.8 Owner's entitlement to keys and possession of the works**

The **Owner** will not take **Possession** of the **Works** or any portion of the **Works** and will not be entitled to the keys to the **Works** prior to payment to the **Builder** of the **Final Claim**;

UNLESS

- the **Owner** has obtained the **Builder's** written consent to take **Possession**; OR
- is otherwise entitled to do so under this **Contract** or at law.

#### **17.9 If Owner takes possession of the works when not entitled to do so Owner is liable to Builder for any loss or damage suffered**

If the **Owner** takes **Possession** of the **Works** or any portion of the **Works** when not entitled to do so under this **Contract** or at law the **Owner** will be liable to the **Builder** for any loss or damage resulting therefrom.

#### **17.10 Builder to hand over keys upon payment of all monies under the contract**

On payment by the **Owner** of the **Final Claim**, the **Builder** will provide all keys to the **Land** and the **Works** to the **Owner** or the **Owner's Agent**.

#### **17.11 Owner's obligation upon taking possession of the works**

Upon the **Owner** taking **Possession** of the **Works**, the **Owner** will maintain the **Works** in a good, fit and proper condition for the duration that the **Owner** remains in **Possession** of the **Works** for a period not exceeding ten (10) years.

#### **17.12 Land to be in a neat and tidy condition before Builder submits final claim**

The **Builder** will, before submitting the **Final Claim** to the **Owner**, ensure that the **Land** and the **Works** are in a reasonably neat and tidy condition.

### **18. LIQUIDATED DAMAGES**

#### **18.1 Owner's entitlement to liquidated damages**

If the **Builder** fails to bring the **Works** to **Completion** by the **Completion Date**, the **Builder** will pay or allow to the **Owner** by way of pre-estimated and **Liquidated Damages**, a sum calculated at the rate stated in item 17 of the **Appendix** for the period from the **Completion Date** until the **Works** reach **Completion** or until the **Owner** takes **Possession**, whichever is earlier.

#### **18.2 Liquidated damages may only be deducted from final payment**

The amount of any **Liquidated Damages** may be deducted by the **Owner** from the **Final Payment** only and any deficiency may be recovered by the **Owner** as a debt due to the **Owner** by the **Builder**.

#### **18.3 Liquidated damages as sole remedy for late completion**



The sole remedy for the **Owner** under this **Contract** for delay is the **Liquidated Damages** as stated at Item 17 of the **Appendix**.

## 19. DEFECTS LIABILITY PERIOD

### 19.1 Defects liability period may be provided by the Builder

If the **Builder** provides to the **Owner** a **Defects Liability Period** as stated in Item 14 of the **Appendix**, then that period will commence upon **Completion** of the **Works** or upon the **Owner** taking **Possession** of the **Works**, whichever is earlier.

### 19.2 Owner may provide defects list prior to expiry of defects liability period

After **Completion** and prior to the expiration of the **Defects Liability Period**, the **Owner** may provide to the **Builder** a written list of any alleged defects arising out of **Builder's** defective workmanship or **Materials** supplied by the **Builder** under this **Contract**.

### 19.3 Builder will rectify defects on expiry of defects liability period

Subject to reasonable access to the **Land** being provided by the **Owner**, the **Builder** will within twenty-eight (28) **Days** of the expiry of the **Defects Liability Period**, make good and rectify any necessary defects as required by this **Contract**, notified to the **Builder** under Clause 19.2 during usual business hours and at no cost to the **Owner**. The **Builder** will not, however, have the responsibility to rectify and alleged defective items which arise from the fact that something is still to be supplied or done by the **Owner** or relating to any maintenance of an item which is to be performed by the **Owner** or is the responsibility of the **Owner**.

### 19.4 If Owner denies Builder opportunity to rectify Builder's liability reduced

If the **Owner** without reasonable cause does not allow the **Builder** the opportunity to return to the **Land** to make good and rectify any defects or does not provide reasonable access to the **Builder** to allow the **Builder** to do so, the **Builder** will only be liable to the **Owner** for the cost which the **Builder** would have incurred had the **Builder** been permitted to rectify the defect.

### 19.5 If Builder fails to rectify Owner may engage others and recover cost from Builder

Subject to Clause 19.4, if the **Builder** fails to make good and rectify any defects within twenty-eight (28) **Days** of expiry of the **Defects Liability Period** without reasonable excuse, the **Owner** may then engage or employ others to make good such defects or faults to the extent that the **Builder** has failed to do so and recover from the **Builder** the reasonable cost of doing so.

## 20. OWNER'S RIGHTS TO TERMINATE CONTRACT

### 20.1 Owner's right to serve notice of intention to terminate contract

If the **Builder**:

- fails to produce to the **Owner** a copy of the relevant insurance policy or certificate of currency setting out details of the required insurance under the Building Act 1993, as required by Clause 5; OR
- fails to proceed with the **Works** with due diligence or in a competent manner; OR
- unreasonably suspends the carrying out of the **Works**; OR

- refuses or persistently neglects to remove or remedy defective work or improper **Materials**, so that by the refusal or persistent neglect the **Works** are adversely affected; OR
- refuses or persistently neglects to comply with this **Contract** (including the requirements of municipal or other authorities); OR
- is unable or unwilling to complete the **Works** or abandons the **Contract**; OR
- is in substantial breach of this **Contract**;

THEN

The **Owner** may give written notice by registered post to the **Builder**;

- describing the breach or breaches of the **Contract** by the **Builder**; AND
- stating the **Owners** intention to terminate the **Contract** unless the **Builder** remedies the breach or breaches of this **Contract** within a period of fourteen (14) **Days** after the **Builders** receipt of the above notice.

## **20.2 If Builder fails to remedy breach, Owner may terminate contract**

If the **Builder** fails to remedy the breach or breaches of this **Contract** as stated in any notice served by the **Owner** under Clause 20.1 THEN the **Owner** may, without prejudice to any other rights or remedies, give further written notice by registered post to the **Builder** immediately terminating this **Contract**.

## **20.3 Owner may not terminate contract in certain circumstances**

The **Owner** may not terminate this **Contract** unreasonably or vexatiously or if the **Owner** is in substantial breach of this **Contract**.

## **20.4 Owner's right to engage another Builder to complete the works**

If the **Owner** terminates this **Contract** in accordance with this Clause 20, the **Owner** may then engage another Builder to complete the **Works**; and;

- if the reasonable cost to complete the **Works** exceeds the unpaid balance of the **Contract Price**, then the excess amount shall be a debt due and payable by the **Builder** to the **Owner**; OR
- if the reasonable cost to complete the **Works** is less than the unpaid balance of the **Contract Price**, then the remaining amount of the unpaid balance shall be a debt due and payable by the **Owner** to the **Builder**.

# **21. OWNER'S STATUTORY RIGHTS TO TERMINATE CONTRACT**

## **21.1 Owner's right to terminate the contract if completion time or cost blows out for unforeseeable reasons**

The **Owner** may terminate this **Contract** in accordance with Section 41 of the **Act** if either:

- the **Contract Price** increases by 15% or more after the **Contract** was entered into; OR



- the **Works** have not been completed within one-and-a-half times (1 1/2) the period it was to have been completed; AND
- the reason for the increased time or cost was something that could not have been reasonably foreseen by the **Builder** on the date this **Contract** was made.

## 21.2 **Certain increases in time and cost to be ignored**

For the purposes of Clause 21.1 and Section 41 (1) of the **Act**, any increased time or cost that arises as a result of a **Prime Cost Item** or a **Provisional Sum** or that is caused by a variation requested by the **Owner** is to be ignored in calculating any price rise or increase in time.

## 21.3 **Owner to give written notice to terminate contract**

To end this **Contract** the **Owner** must give to the **Builder** a signed written notice in the approved form (if any) under the **Act** stating that the **Owner** is ending the **Contract** under Section 41 of the **Act** and giving details of why the **Contract** is being ended.

## 21.4 **Builder entitled to reasonable price if contract ended**

If the **Contract** is ended under Section 41 of the **Act** the **Builder** is entitled to a reasonable price for the **Works** carried out under the **Contract** to the date the **Contract** is ended.

# 22. **BUILDER'S RIGHTS TO TERMINATE CONTRACT**

## 22.1 **Builder's right to serve notice of intention to terminate contract**

If the **Owner**

- refuses or persistently neglects to comply with this **Contract**, including failing to provide to the **Builder** any information requested by the **Builder** under Clause 9.2 relating to **Prime Cost Items** or **Provisional Sums**; OR
- indicates to the **Builder** that the **Owner** is unable or unwilling to make any payment required under this **Contract**; OR
- fails to remedy any breach specified in a suspension notice served on the **Owner** by the **Builder** under Clause 16.2, within seven (7) **Days** of receipt of that notice; OR
- fails to produce to the **Builder** satisfactory or written evidence of title in accordance with Clause 7.1; OR
- revokes the contractual licence provided to the **Builder** under Clause 7.2 or, if required under Clause 7.1, fails to obtain or continue to obtain the **Land Owners Consent**; OR
- fails to produce to the **Builder** written or other reasonable evidence of capacity to pay the **Contract Price** as required by Clause 11.1 or, if requested under Clause 11.2 or 11.3; OR
- is late in making any payment to the **Builder** (including the **Deposit**) as required by this **Contract**; OR
- takes **Possession** of any part of the **Works** without the prior written consent of the **Builder** prior to making the **Final Payment**; OR

- obstructs, interferes with, or hinders the carrying out of the **Works**, including giving any directions to the **Builder's** workers or sub-contractors or failing to supply any **Materials** or provide information required to be supplied or given to the **Builder** under this **Contract** or refusing to consent to any reasonable or necessary Variation requested by the **Builder** under Clause 13; OR
- refuses reasonable access to the **Land** to the **Builder** or to the **Builder's** workers or sub-contractors; OR
- is in substantial breach of this **Contract**

THEN the **Builder** may give written notice by registered post to the **Owner**.

- describing the breach or breaches of the **Contract** by the **Owner**; AND
- stating the **Builder's** intention to terminate the **Contract** unless the **Owner** remedies the breach or breaches within fourteen (14) **Days** after the **Owner's** receipt of the above notice.

## **22.2 If Owner fails to remedy breach Builder may terminate contract**

If the **Owner** fails to remedy the **Owner's** breach or breaches of this **Contract** as stated in the above notice within fourteen (14) **Days** of the **Owner's** receipt of the notice THEN the **Builder** may, without prejudice to any other of the **Builder's** rights or remedies, give further written notice by registered post to the **Owner** immediately terminating this **Contract**.

## **22.3 Builder may not terminate contract in certain circumstances**

The **Builder** may not terminate this **Contract** unreasonably or vexatiously or if the **Builder** is in substantial breach of this **Contract**.

## **22.4 Builder's right to recover all loss, expenses etc. upon termination**

If the **Builder** terminates this **Contract** in accordance with this Clause 22, the **Builder** will be entitled to recover from the **Owner** all the loss, expense and damages caused to the **Builder** resulting therefrom as if the **Owner** had wrongfully repudiated this **Contract**.

## **23.1 Either party may terminate contract for other's bankruptcy or liquidation**

Either the **Builder** or the **Owner** may terminate this **Contract** immediately by giving written notice by registered post to the other party if the other party becomes insolvent or financially unable to proceed with the **Contract**, or if a party is a natural person or a partnership including a natural person and becomes bankrupt or makes a proposal for a scheme of arrangement or a composition or has a deed of assignment or deed of arrangement made or accepts a composition or is required to present a debtors petition or has a sequestration order made, or if a party being a corporation enters into a deed of company arrangement with creditors or has a controller or administrator appointed or a winding up order is made or it resolves by special resolution that it be wound up voluntarily (other than for the purposes of reconstruction).

## **23.2 Written notice required to be served**

If either the **Builder** or the **Owner** serves on the other a written notice pursuant to Clause 23.1 terminating this **Contract**, the notice must state the reason or reasons for the termination relied upon by that party.

## 24. SERVICE OF NOTICES

### 24.1 Copies of notices to be provided by one party to the other

Both the **Builder** and the **Owner** agree to provide to the other a copy of any report, notice, or order given in relation to the **Works** being carried out by the **Builder** by any public statutory authority, provider of services such as gas, electricity, telephone, water and sewerage or any person registered under the Building Act 1993 as soon as practicable after receiving the report, notice, order or document.

### 24.2 Methods of service for notices and other documents

Unless otherwise stated in this **Contract**, any written notice, report, order or other document required by this **Contract** or by the **Act** to be given by the **Builder** to the **Owner** or by the **Owner** to the **Builder** may be given or served upon the other by any of the following methods;

- by hand to the person to whom it is required to be given; OR
- by pre-paid or registered post to the address of the person to whom it is required to be given, as stated in the **Appendix**; OR
- by facsimile to the facsimile number (if any) stated in the **Appendix**; OR
- by email to the electronic address (if any) stated in the **Appendix**.

### 24.3 When notices are deemed to have been served

In the case of any notice, report, order or other document being given or served;

- by hand it will be deemed to have been received by and served upon the addressee on the date of actual delivery; OR
- by registered post it will be deemed to have been received by and served upon the addressee on the date of actual receipt, or two (2) clear **Business Days** after the day of posting whichever is earlier; OR
- by pre-paid post it will be deemed to have been received by and served upon the addressee two (2) clear **Business Days** after the day of posting; OR
- by facsimile transmission it will be deemed to have been received by and served upon the addressee on the date of transmission if confirmation of correct transmission can be produced by the person who sent it provided that a notice sent by facsimile:
  - i) on a day that is not a **Business Day**; OR
  - ii) after 5pm on a **Business Day**,

will not be deemed to have been received until the next **Business Day**; OR

- by email transmission it will be deemed to have been received by and served upon the addressee on the date it reaches the addressee's electronic address provided that a notice sent by email:

- i) on a day that is not a **Business Day**; OR
- ii) after 5pm on a **Business Day**,

will not be deemed to have been received until the next **Business Day**.

#### NOTE

Where notices are served under this **Contract** copies of all relevant notices and documents should be kept for record purposes

## 25. MISCELLANEOUS

### 25.1 *Unfixed and demolished materials*

Unless otherwise stated in this **Contract** all unfixed building **Materials** supplied by the **Builder** and not paid for by the **Owner** and all demolished materials shall be the property of the **Builder**.

### 25.2 *All dimensions are metric unless otherwise specified*

All dimensions in this **Contract** are metric unless otherwise specified. The **Builder** reserves the right to substitute approximate imperial equivalents if appropriate having regard to the dimensions of any **Existing Building** or the general availability of **Materials** in the metric equivalents.

### 25.3 *No adjustment to contract price for different dimensions*

All dimensions in this **Contract** are approximate to the extent that they are based on dimensions estimated from any **Existing Building**. The **Contract Price** shall not be adjusted if actual dimensions vary from estimated dimensions.

### 25.4 *Builder's right to subcontract*

The **Builder** may at all times sub-contract any part of the **Works**, but this will not relieve the **Builder** from any obligation or liability under this **Contract** or the **Act**.

### 25.5 *Parties rights to assign contract*

Neither party shall assign this **Contract** or any payment or any other right, benefit or interest under this **Contract** without the written approval of the other party, which shall not be unreasonably withheld.

### 25.6 *Copyright*

If the **Builder** carries out the **Works** in accordance with the **Plans** which incorporated designs which were:

- prepared under instruction, supervision or direction from the **Owner**; OR
- supplied by the **Owner**; OR

- prepared from sketches supplied by the **Owner**;

THEN

- (i) The **Owner** warrants that the **Owner** has the right to use the design and the **Plans** provided to the **Builder** and there is no breach of copyright involved in constructing the **Works** in accordance with the **Plans**;

AND

- (ii) the **Owner** indemnifies the **Builder** against all actions, proceedings, claims and demands for and in the respect of any actual or alleged infringement of copyright by the **Builder** as a result of the **Builder's** preparation of the plans and/or the carrying out of the **Works** by the **Builder**.

Copyright includes all Moral Rights pursuant to Part IX of the Copyright Act 1968.

## 25.7 Governing Laws

This **Contract** will in all respects be governed by and construed in accordance with the laws that apply in the State of Victoria.

## 25.8 Severance

If any provision of this **Contract** is void, voidable by either party, unenforceable or illegal, it is to be read down so as to be valid and enforceable or, if it cannot be so read down, the provision (or where possible the offending words) is to be severed from this **Contract** without thereby affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this **Contract** which will continue in full force and effect.

## 25.9 Joint and several liability

If there is more than one person named as **Owner** under this **Contract**, the **Owner's** obligations shall be joint and several at all times.

## 25.10 Owner's agent

With the written consent of the **Builder**, which shall not be unreasonably withheld, the **Owner** may appoint an **Owner's Agent** to act on the **Owner's** behalf in the administration of this or any part of this **Contract**, but must authorise the **Owner's Agent** to so act in writing.

## 25.11 Acts of Owner's Agent deemed to be those of the Owner

Any act or omission by the **Owner's Agent** shall be deemed to be an act or omission of the **Owner** under this **Contract**.

# 26. RESOLUTION OF DISPUTES

## 26.1 Unsettled disputes to be referred to DBDRV

Effective 26 April 2017, if any dispute between the **Owner** and the **Builder** in connection with this **Contract** cannot be resolved by informal agreement either party may make an application to the Chief Dispute Resolution Officer (CDRO) of Domestic Building Dispute Resolution Victoria (DBDRV) under Part 4 of the *Domestic Building Contracts Act 1995*. For any referral made under

Part 4, the party making the application must provide a copy of the referral to the other party within 5 days of making the original application.

The Victorian Civil and Administrative Tribunal (VCAT) will not accept your application unless it includes a DBDRV certificate of conciliation, confirming that the dispute was not suitable for DBDRV or could be resolved using the DBDRV services.

An application to DBDRV can be made online at: [www.dbdrv.vic.gov.au](http://www.dbdrv.vic.gov.au).

## 27. GST

(a) In this clause “**GST**”, “**GST exclusive value**”, “**GST registered**”, “**tax invoice**”, “**taxable supply**” have the meanings assigned to them by the *A New Tax System* (Goods and Services Tax ) Act 1999 and associated Acts and regulations.

(b) *Unless expressly indicated otherwise* all money sums stated, referred to or implied in this Contract – whether expressed as *amount, sum, payment, price, cost, loss, deposit, claim, damages, premium, profit, overheads, indemnity, interest, funds, expense, remuneration, refund, reimbursement, value*, or any other relevant expression – are **GST exclusive values**.

For the above purposes the following sums are expressly GST inclusive values:

- The amounts set out on this contract in respect of
  - **Progress Payments**;
  - **The Contract Price**;
  - **The Deposit**;
  - **Liquidated Damages**.
- The amounts stated on **Progress** and **Final Payment Claims** and certificates;
- The amounts paid, or to be paid, by way of progress and final payments;
- **Prime Cost Items** and **Provisional Sums** set out in the **Contract**;
- Variation prices;
- Retentions and Bank Guarantees.

(c) A party who receives, pursuant to arising from or in connection with this **Contract**, a **taxable supply** from the other party in consideration for any of the money sums referred to in (b) above must, in addition to that money sum, also pay the other party, at the same time and in the same manner, the **GST** applicable to that payment.

(d) The guarantor/s of a party must, in addition to all money sums that are or become payable by them pursuant to arising from or in connection with this **Contract** or the Guarantee Agreement, also pay to the other Party, at the same time and in the same manner, the **GST** applicable to that payment.

In certain circumstances Clause 27 can have the effect of a **cost escalation clause** to which section 15 of the **Act** applies. The **Owner** acknowledges receipt of warning given by the **Builder** explaining the effect of this clause.

\* 

\_\_\_\_\_  
Signature/s of Owner/s

This section has been left blank



## SECTION B – SPECIAL CONDITIONS

Any Special Conditions should be numbered in order  
e.g.SC1, SC2, SC3, etc.

Unless the context otherwise requires, terms which are capitalised in these Special Conditions and which are defined in the Contract bear the meaning given to each such term in the Contract.

### Special Condition 1

Certain definitions in Clause 1 are amended as follows:

“Commencement” means the day on which excavation activity for the Building Works commence on the Building Site.

“Base stage” means the ground floor concrete slab is completed. (excluding any site works for drainage, retaining walls, landscaping, paths, driveways and/ or backfilling soil around the perimeter of the slab)

“Frame Stage” means the stage when a home’s frame is completed (excluding window and door frame installation and the construction of any lower storey roofed projection such as a garage, alfresco, external projections or porch).

“Lock Up Stage” means the stage when a home’s external wall cladding and roof covering is fixed (excluding the construction of any lower storey roofed projection such as a garage, alfresco, external projections or porch) and external doors and windows are fixed.

“Fixing Stage” means the stage when all internal cladding, architraves, skirting, doors, cabinets and cupboards of a home (excluding stone benchtops, baths and cupboard shelving) are fitted and fixed in position.

“Completion” means the Building Works are complete in accordance with the Contract Documents.

### Special Condition 2

The copyright and any intellectual property rights in all of the Contract Documents as between the Owner and the Builder shall remain the property of the Builder.

### Special Condition 3

Essential information to be provided by the Owner to the Builder for the purpose of Clause 11 of the Contract shall include receipt of all signed variations, final Plans and Specifications and a fully completed fitting selection sheet.



#### Special Condition 4

- (a) Prior to giving the Builder Possession of the Building Site, the Owner must remove all contents and personal effects that may obstruct, interfere or hinder the carrying out of the Building Works from the Building Site, including any existing building on the Building Site or other Land where the Building Works are to be carried out.
- (b) The Builder shall have no responsibility to the Owner for any contents and/or personal effects left on the Building Site by the Owner during the Building Works.
- (c) The Owner must notify its home and contents insurer (if any) that Building Works are being carried out on the Site, and the Owner will be solely responsible for paying any cost and complying with any directions demanded by the insurer.

#### Special Condition 5

If the Owner requests a variation in accordance with Clauses 16, 21, 23 and 24 and the Builder is required to alter or amend the Plans and Specifications as a result, then:

- (a) where the variation is structural in nature, the Builder will be entitled to recover from the Owner, an administration fee of \$1,250 (including GST) as part of the cost of the variation; and
- (b) where the variation is non-structural in nature, the Builder will be entitled to recover from the Owner an administration fee of \$500 (including GST) or 20% of variation cost (whichever is higher) as part of the cost of the variation,

which amount (s) will be charged and paid in accordance with Clause 12.

#### Special Condition 6

The Owner agrees that:

- (a) the fixed price for the designed house identified in this contract drawings and described in Sales Quote (which forms part of the Contract Price under this Contract) is based on, and guaranteed until the Site Start Date; and
- (b) however, where Commencement of the Building Works on the Building Site is later than the Site Start Date as a result of:
- (i) a failure by the Owner to provide to the Builder, any of the essential information required by Clause 11; or
- (ii) a delay in obtaining necessary approvals required for the Building Works, provided it is not the fault of the Builder,

the Builder agrees to maintain the fixed price as per the Sales Quote (as part of the Contract Price under this Contract), provided that the Builder shall be entitled to recover from the Owner, an additional amount of \$2000 per month (to cover the Builder's extra

costs for the delay in Commencement of the Building Works on the Site and any resultant extension to the Building Period), for every month after the Site Start Date up to and including the date of Commencement of the Building Works on the Building Site, which amount shall be paid by the Owner with the first Progress Payment after Commencement.

For the purpose of this Special Condition 6:

“Preliminary Agreement” means the agreement for certain preliminary work executed between the Owner and the Builder on or about the date of the Sales Quote;

“Sales Quote” means the initial sales quotation provided by the Builder to the Owner prior to or at the time of execution of the Preliminary Agreement; and

“Site Start Date” means the proposed month for commencement of the Building Works on the Building Site if identified in the Sales Quote or three months from the date of signing the contract and full payment of the deposit invoice paid by the owner otherwise.

### Special Condition 7

In addition to anything in Clause 34 of the Contract, in the event that the Owner wishes to engage its own independent building inspector to inspect the Building Works during the Building Period:

- (a) Any independent inspection service engaged must hold one of the following licences;
- Registered Building Practitioner
  - Licenced Engineer
  - Licenced Building Surveyor

The Builder will review and respond accordingly to any reports produced by a licenced practitioner.

Any reports produced by an unlicensed representative will be for the Owners use only

- (b) the Owner must provide prior written notice to the Builder of its intent to do so
- (c) the Owner must provide to the Builder not less than 48 hours written notice, to enable the Builder to arrange any necessary access to the Building Site for the independent building inspector to carry out the inspection of the Building Works; and
- (d) the Building Period shall be extended under Clause 15 by 7 business days for each independent inspection.
- (e) Payment of Progress Claims cannot be withheld pending Independent Inspection. The Owner is hereby advised that in accordance with Clauses 11 & 15, Progress Payments are due within 7 days of issue and late payments may attract interest of 18% per annum.

## APPENDIX

### 1. OWNER

Name (s): Rajender Singh

Address: 9 Floreat Grove, Craigieburn VIC  
3064

ABN (if applicable):

ACN (if applicable):

Telephone No.: (H) (B)  
(Fax) (Mbl) +61 414 050 777

Email: razzverma07@gmail.com

### 2. BUILDER

Name: SALEH HOMES PTY LTD

ABN (if applicable): 97 118 631 651

ACN (if applicable): 610 518 173

Address: 1/45 Hunter Road,  
Derrimut VIC, 3026

Telephone No.: (H) 1300 662 939 (B) 0409 027 658  
(Fax) (Mbl) 0409 027 658

Registered Building Practitioner No: CDB-U 65567  
MBAV Membership No: 301333

Email: admin@salehhomes.com.au

### 3. WARRANTY INSURANCE

Domestic Building Insurance Policy Type: Job Specific

Policy No. (if known):

Name and Address of Insurer: VMIA Domestic Building Insurance  
Level, 161 Collins Street

Melbourne VIC, 3000

(if not known, to be provided pursuant to Clause 5.4)

### 4. LAND ON WHICH THE WORKS WILL BE PERFORMED

Land Address: 53 Ayesha Avenue,  
Melton South, VIC 3338



Owner(s)  
Initials

RS

Builder's  
Initials



Title Particulars:

Volume No: NA

Folio No: NA

Plan of Subdivision No: NA

Lot No: 73

Lending Authority (if applicable):

**5. DESCRIPTION OF MAJOR DOMESTIC BUILDING WORK**

(i.e. WORK VALUED IN EXCESS OF \$10,000)

Description: Construction of a Single story dwelling with associated garage

**6. SPECIFICATIONS**

Title (if any): Quote SH2338 Rev 6

No. of Pages: 11

Date: 17-Feb-2024

Prepared by: Saleh Homes Pty Ltd

Supplied by: Saleh Homes Pty Ltd

Other description (if any) Agreed Specifications and inclusions as detailed in the quo  
The Standards and Tolerances Guide produced by the Building Commission as applicable at the  
date of this **Contract** forms part of the **Specifications**.

*Note: Each party should sign each page of the **Specifications***

**7. PLANS**

Title and/or Drawing Nos: Working Drawings – A0.00 – A4.04 Rev C0

No of Pages: 18

Date: 31-Aug-2023

Prepared by: Stylobate Architecture

Supplied by: Owner

*Note: Each party should sign all **Plans***

**8. DETAILS OF OTHER DOCUMENTATION,**

eg ENGINEERS COMPUTATIONS:

Title:	No of Pages:	Date:	Prepared by:	Supplied by:
Preliminary Civil Design				
Structural Plans (C1)				
Endorsed Plans				

*Note: Each party should sign each page of these other documents*

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## 9. CONSTRUCTION PERIOD

*Note: The **Builder** should not under any circumstances commence to carry out any of the **Works** before the expiry of the Cooling Off Period or before being given copy of a valid and current Building Permit (and, if applicable, Planning Permit) relating to the **Works**.*

### 9.1 Anticipated Commencement Date (optional) (Clause 8.1)

*Note: A specific starting date generally should only be specified if all permits have already been obtained and issued prior to the date of the **Contract** and all other items listed in (ii) in Clause 8.1 have been or are expected to be received by the **Builder** prior to the anticipated **Commencement Date**. If no date is specified above, then the **Commencement Date** shall be determined under Clause 8.1.*

OR as otherwise determined under Clause 8.1 of this **Contract**

### 9.2 Construction Period

The **Builder** has made the following reasonable allowances in calculating the **Construction Period** at Item K. herein, which are as follows:

CONSTRUCTION PERIOD			CALENDAR DAYS	
A.	Delay as a result of inclement weather		10	Days
B.	Delay subsequently caused by the effect of inclement weather		10	Days
C.	Saturdays and Sundays		100	Days
D.	Public Holidays		14	Days
E.	Other Foreseeable Breaks in the continuity of the <b>Works</b>		0	Days
F.	Rostered <b>Days</b> off		26	Days
G.	<b>Builder's</b> holidays (annual leave)		20	Days
H.	Delay that is reasonable having regard the nature of the <b>Contract</b> <u>OR</u>  It is not possible to adequately estimate and allow for delays likely to be caused by the nature of this <b>Contract</b> , but the <b>Builder</b> reasonably anticipates that a likely cause of delay will be (State Cause of likely delay)		0	Days
I.	Total delay <b>Days</b> (being the total of A to H above)		130	Days
J.	Allowance for actual construction period not including delay <b>Days</b>		235	Days
CONSTRUCTION PERIOD	K.	<u>TOTAL CONSTRUCTION PERIOD INCLUDING DELAY DAYS</u> (add I and J above)	365	Days

**NOTE: Days means calendar days**

9.3 **DETAILED DESCRIPTION OF ANY NON DOMESTIC BUILDING WORK TO BE CARRIED OUT UNDER THIS CONTRACT (if any):** eg work in relation to a farm building or to accommodate animals or work solely for business purposes.

Description:

Amount **Builder** is to receive for this work including GST

\$ 0.00 (in figures)

**10. THE CONTRACT PRICE**

**10.1 The Contract Price includes GST and is:**

Three hundred and Forty thousand dollars only

(in words)

\$ 340,000.00

(in figures)

(Refer to Clause 11.5)

**10.2 The Deposit includes GST and is:**

Seventeen thousand dollars only

(in words)

\$17,000.00

(in figures)

(Being 5% of the Contract Price)

(Refer to Clause 11.6)

**WARNING: Changes to the Price**

The Price of this **Contract** is fixed, but may be altered as a result of:

- the actual cost of **Prime Cost Items** and work for which **Provisional Sums** have been specified exceeding the estimates set out in the **Contract** [Refer Clause 9]
- variations, including those required by a building surveyor or any authorized person under the Building Act 1993 [Refer Clauses 12 and 13]
- interest on overdue payments [Refer Clause 11.10]
- surveying the land if required [Refer Clause 7.9]
- any additional amounts payable for excavations or footings [Refer Clause 14]
- any order made by the Victorian Civil and Administrative Tribunal or other Court or Tribunal of competent jurisdiction [Refer Clause 26]
- costs of delays attributable to the **Owner** [Refer Clause 15.4]
- GST [Refer Clause 27]
- **Ensure that you fully understand how the clauses dealing with these matters affect the Contract Price.**

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# 11. SERVICES AND FEES THAT MAY OR MAY NOT BE INCLUDED IN THE CONTRACT PRICE

- 11.1 Where the conveying, connection or installation of services and facilities are not included in the **Contract Price**, the **Owner** must pay for those services or facilities to be brought to the **Land** and connected to the **Works** and the **Builder** must provide an estimate of that cost.

## SERVICES AND FACILITIES

Description of Service	Included in Contract Price	If service not included in the <b>Contract Price</b> , estimated cost of Conveyancing, Connecting or Issuing Facility or Service to be paid to a third person by the <b>Owner</b>
Gas	No	250.00
Sewerage	No	0.00
Storm Water	No	0.00
Water	No	1,200.00
Electricity	No	900.00
Telephone/Fibre	No	550.00

	Other Services (Describe service)		
(i)		No	0.00
(ii)		No	0.00

- 11.2 In relation to the services and facilities that are included in the **Contract Price**, the **Owner** must pay for the fees which have been excluded from the **Contract Price** in the table below and the **Builder** must provide an estimate of those fees.

## EXCLUDED SERVICE FEES

Description of fees excluded from the <b>Contract Price</b> eg. contribution or final connection fees for supply of gas/electricity	Description of service or service provider	Estimate of excluded fees
---Not Applicable ---	---Not Applicable ---	---Not Applicable ---
---Not Applicable ---	---Not Applicable ---	---Not Applicable ---
---Not Applicable ---	---Not Applicable ---	---Not Applicable ---
---Not Applicable ---	---Not Applicable ---	---Not Applicable ---
---Not Applicable ---	---Not Applicable ---	---Not Applicable ---
---Not Applicable ---	---Not Applicable ---	---Not Applicable ---

This section has been left blank



### 11.3 PLANNING AND BUILDING PERMITS

<ul style="list-style-type: none"> <li>Planning permit shall be obtained and paid by <i>(Tick One Box only)</i>: <i>(if no box ticked, then Owner is responsible)</i></li> </ul>	<input type="checkbox"/> <b>Builder</b> <input type="checkbox"/> <b>Owner</b> - Estimated fees to obtain \$n/a <input checked="" type="checkbox"/> Not required/already obtained
<ul style="list-style-type: none"> <li>Building permit shall be obtained by <i>(if no box ticked, then Owner is responsible)</i></li> </ul> <p><small>[Note: The appointment of a private building surveyor must be made by the <b>Owner</b>, but either the <b>Builder</b> or the <b>Owner</b> (or its agent) may obtain the Building Permit. See Clauses 4.1 &amp; 11.16]</small></p>	<input checked="" type="checkbox"/> <b>Builder</b> <input type="checkbox"/> <b>Owner</b> <input type="checkbox"/> Not required/already obtained
<ul style="list-style-type: none"> <li>Building permit shall be paid by (tick one Box only) <i>(if no box ticked, then Owner is responsible)</i></li> </ul>	<input checked="" type="checkbox"/> <b>Builder</b> <input type="checkbox"/> <b>Owner</b> - Estimated fees to obtain \$n/a <input type="checkbox"/> Not required/already obtained

12. Period for payment of **Progress Claims** (excluding **Final Payment**) (Clause 11.9) **7Days**  
(if nothing stated, 7 Days)
13. Period for payment of **Final Claim** (Clauses 17.3, 17.4 & 17.7) **7Days after Completion**  
(if nothing stated, within 7 Days after **Completion**)
14. **Defects Liability Period** (Clause 19) **90Days**  
(if nothing stated, no period)
15. **Annual Interest Rate** Applicable to Late Payments (Adjusted Weekly Compounding) (Clause 11.10) **18%**  
(if nothing stated, the rate fixed pursuant to Section 2 of the Penalty Interest Rates Act 1983)
16. **Public Liability Insurance** Indemnity Limit (Clause 6.4) **\$ 5,000,000.00**  
(if nothing stated, \$5 million)
17. Rate for **Liquidated Damages**(Per Week or Pro Rata) (Clause 18) **\$ 250.00**  
(if nothing stated, no liquidated damages apply)
- 17a. Rate for **Liquidated Damages** For delays caused by **Owner** (Per week or pro-rata) (clause 15.4) **\$ 250.00**  
(if nothing stated, no liquidated damages apply)
18. **FIXTURES AND FITTINGS NOT INCLUDED IN THE CONTRACT PRICE BUT SHOWN ON PLANS AND/OR SPECIFICATIONS DETAILS**

1	---Not Applicable ---	6	---Not Applicable ---
---	-----------------------	---	-----------------------

2	---Not Applicable ---	7	---Not Applicable ---
3	---Not Applicable ---	8	---Not Applicable ---
4	---Not Applicable ---	9	---Not Applicable ---
5	---Not Applicable ---	10	---Not Applicable ---

## 19. MATERIALS TO BE SUPPLIED BY, OR ITEMS OF WORK TO BE CARRIED OUT BY THE OWNER

**Materials** to be supplied by or work to be carried out by the **Owner** are to be stated in this Table. No warranties are given by the **Builder**, either express or implied, as to the suitability or otherwise of those **Materials** or items of work stated in this table (Clause 11.11).

1	---Not Applicable ---	6	---Not Applicable ---
2	---Not Applicable ---	7	---Not Applicable ---
3	---Not Applicable ---	8	---Not Applicable ---
4	---Not Applicable ---	9	---Not Applicable ---
5	---Not Applicable ---	10	---Not Applicable ---

## 20. SECOND-HAND MATERIALS TO BE SUPPLIED BY THE BUILDER

(Clause 10.1)

### DETAILS

1	---Not Applicable ---	3	---Not Applicable ---
2	---Not Applicable ---	4	---Not Applicable ---

## 21. PRIME COST ALLOWANCES FOR PRIME COST ITEMS (if applicable)

(These schedules are to be read in conjunction with Clause 9)

Note: The **Owner** should read the warning notice contained in Clause 9

	Description of Each <b>Prime Cost Item</b>	<b>Builders</b> Supply Allowance Per Item	Quantity of Components Or <b>Materials</b>	<b>Prime Cost Item</b> Allowance	<b>Builders</b> % Margin On Excess
Eg.	Basins	\$ 100	4	\$ =400	+20%
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					

Note : These figures are based on prices obtained from the **Builder's** usual or preferred suppliers, and include the cost of local delivery of that item to the **Land** (Refer to Clause 9.7). The cost for installation, profit and overhead is generally included in the **Contract Price** (Refer to Clause 9.8) unless the amount expended on the **Prime Cost Item** is in excess of the sum allowed for that item.

This section has been left blank

**22. PROVISIONAL SUM ALLOWANCES FOR LABOUR COSTS and cost of supplying material needed for the work (if applicable)**  
(These schedules are to be read in conjunction with Clause 9)

Note: The **Owner** should read the warning notice contained in Clause 9

	Description Of <b>Provisional Sum</b> Item	Estimated Quantity Of Components Or <b>Materials</b>	<b>Builders</b> Allowance (Including Labour) for each component or unit of <b>Material</b>	Total <b>Provisional Sum</b> Allowance for Labour & Materials	<b>Builders</b> % Margin On Excess
<b>Eg.</b>	<b>Landscaping</b>	<b>Trees x 10</b>	<b>\$ 50</b>	<b>\$ =500</b>	<b>+20%</b>
1.					
2.					
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20.					
21.					

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**23. PROGRESS PAYMENT TABLE**

(Clause 11.8)

**METHOD A**

**NOTE:** Method A is prescribed under Section 40 of the Domestic Building Contracts Act 1995 and is generally used for new homes. If Method A is used the **Builder** must not demand or recover or retain more than the percentage of the **Contract Price** stated for the completion of each **Stage** of the **Works**. Under Method A or B, the maximum deposit is 5 % if the **Contract Price** is \$ 20,000 or greater and 10 % if less than \$ 20,000.

**23.1 CHOOSE ONLY ONE OF THE FOLLOWING**

TYPE OF CONTRACT (Select one of the following)	% OF CONTRACT PRICE	VALUE (in figures)	PAYMENTS AND STAGES UNDER THE CONTRACT
<b>Contract to build to Lockup Stage</b>		\$	<b>Deposit</b> (refer to Clause 11.6 and Item 10.2 of the <b>Appendix</b> )
	(20%)	\$	<b>Base Stage</b>
	(25%)	\$	<b>Frame Stage</b>
		\$	<b>Final Payment Upon Completion</b>
	= 100%	\$	<b>Total</b>

<b>Contract to build to Fixing Stage</b>		\$	<b>Deposit</b> (refer to Clause 11.6 and Item 10.2 of the <b>Appendix</b> )
	(12 %)	\$	<b>Base Stage</b>
	(18 %)	\$	<b>Frame Stage</b>
	(40 %)	\$	<b>Lock up Stage</b>
		\$	<b>Final Payment Upon Completion</b>
	= 100 %	\$	<b>Total</b>

<b>Contract to build through to all stages</b>		\$	<b>Deposit</b> (refer to Clause 11.6 and Item 10.2 of the <b>Appendix</b> )
	(10 %)	\$	<b>Base Stage</b>
	(15 %)	\$	<b>Frame Stage</b>
	(35 %)	\$	<b>Lock up Stage</b>
	(25 %)	\$	<b>Fixing Stage</b>
		\$	<b>Final Payment upon Completion</b>
	= 100 %	\$	<b>Total</b>

## METHOD B

## 23.2 FORM 2 UNDER REGULATION 13(1)(b)

## Progress Payments

The parties agree that –

- (i) the progress payments set out in section 40 of the Domestic Building Contracts Act 1995 do not apply and;
- (ii) instead the stages and percentages of the **Contract Price** and amounts payable are as follows -

Name of Stage	Work Involved in Stage <i>(If this stage is not the same as a stage defined in section 40(1) of the Domestic Building Contracts Act 1995, describe the work that is involved in this stage.)</i>	Percentage of total Contract Price	Amount of Progress Payment  (in \$ figures)
Deposit		5 %	\$ 17,000.00
First	Base Stage	15 %	\$ 51,000.00
Second	Frame Stage	25 %	\$ 85,000.00
Third	Lock up Stage	25 %	\$ 85,000.00
Fourth	Fixing stage	20 %	\$ 68,000.00
Fifth	Completion	10 %	\$ 34,000.00
	TOTAL CONTRACT PRICE	100 % (including Deposit)	\$ 340,000.00

*Note: the Total Contract Price must be the same amount as stated Item 10.1 of the **Appendix**.*

Owner(s)  
Initials—

RS

Builder's  
Initials

Signature of Owner(s) Rayender

Date: 17/03/24

AND

Signature of Builder: [Signature]

Date: 18/03/24

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This Form Must Be Completed If Method B Is  
Used Under this Contract

**SCHEDULE  
FORM 1**

Regulation 13(1)(a) of the Domestic Building Contracts Regulations 2017

**WARNING TO OWNER(S): CHANGE OF LEGAL RIGHTS**

Under section 40 of the **Domestic Building Contracts Act 1995** (the **Act**) a builder cannot, under a major domestic building contract, charge more than a fixed percentage of the total **Contract Price** at the **Completion** of each stage of building a home.

The **Act** also allows the parties to a major domestic building contract to agree in writing to change the Stages and the percentage of the **Contract Price** to be paid at the Completion of each stage.

There are several ways in which a particular major domestic building contract can vary from the normal and which might mean that different stages and percentages to those fixed in section 40 of the **Act** are appropriate for that contract. These are exceptional cases. Some examples of these cases may include—

- ☐ where it is very expensive to prepare the **Land** for building for example, where the site is steep or rocky;
- ☐ where the home is so large that it will take a long time to complete, and intermediate progress payments are therefore required;
- ☐ where exceptionally expensive finishes are required, meaning that the final stage will represent a much larger proportion of the whole price;
- where significant work is required on a later stage of the contract before an earlier stage can be fully completed;
- ☐ where an architect is engaged to independently assess the value of completed work for Progress Payments.

You should not agree to progress payments that differ from those set out in section 40 of the **Act** unless your home is unusual in some way and you are **SURE THAT DIFFERENT PROGRESS PAYMENTS ARE NECESSARY** and you understand clearly why the change is needed in the case of your particular home.

If you have any doubts, you could contact –

- Consumer Affairs Victoria;
- Law Institute of Victoria; or
- Royal Australian Institute of Architects.

**I/We acknowledge that I/we have read this warning before signing the Contract.**

Signature of Owner(s)

*Rayender*

Date 17/03/24



Owner(s)  
Initials

*RS*

Builder's  
Initials

*[Signature]*





Notice approved by the Director of Consumer Affairs Victoria pursuant to  
Section 31(1)(r) of the *Domestic Building Contracts Act 1995*

**Domestic Building Contracts Checklist**

Before signing this legally binding contract, check this list:

- If the cost of the building work is more than \$16,000, has an insurance policy or certificate of currency for domestic building insurance covering your project been issued and provided to you? **YES or NO**  
(Note: If not, the contract is conditional upon you receiving either an insurance policy or a certificate of currency for domestic building insurance.)
  - If this contract is conditional upon you receiving written approval for finance, have you obtained such approval? **YES or NO**
  - Have you appointed a private building surveyor or has a municipal building surveyor been engaged? **YES or NO**  
(Note: If not, you will need to choose and engage a building surveyor before your building work starts so that a building permit can be issued for your building work.)
- If you answer 'NO' to any of the following questions that apply to your building project, you are not ready to sign the contract:\*
- Have you had this contract long enough to read and understand it? **YES or NO**
  - Have you been provided with evidence that the builder named in this contract is registered with the Victorian Building Authority? **YES or NO**
  - Are the price and progress payments clearly stated? **YES or NO**
  - Do you understand how the price is calculated and may be varied? **YES or NO**
  - Has the builder assessed the suitability of the site for the proposed works? If tests are necessary, have they been carried out? **YES or NO**
  - If a deposit is payable, is it within the legal limit?  
The maximum under the Domestic Building Contracts Act 1995 is:
    - (i) 10% if the price is less than \$20,000; or
    - (ii) 5% if the price is \$20,000 or more**YES or NO**
  - Is the work shown and described clearly in the contract, plans and specifications and any other relevant documents (such as engineering computations or soil report)? **YES or NO**
  - Are your special requirements or standards of finish included in the plans and specifications? **YES or NO**
  - Are the commencement date and completion date clearly stated or capable of being worked out? **YES or NO**
  - Do you understand the procedure for extensions of time? **YES or NO**
  - Are any 'provisional sums' or 'prime cost items' clearly stated in the schedules and understood by you? **YES or NO**
  - Do you understand the procedure for variations of plans and specifications? **YES or NO**
  - Do you understand the circumstances in which you can end the contract? **YES or NO**
  - Did your builder give you a copy of the Domestic Building Consumer Guide? **YES or NO**
  - If yes, insert the date on which you were given a copy of this guide? Date: 17.10.24 **YES or NO**
  - Have you read the Domestic Building Consumer Guide and the related information at consumer.vic.gov.au/building guide? **YES or NO**

Note: This checklist does not form part of the contract.

I/we have read and completed this checklist: Rayender

Date: 17.10.2024

(signed by owner/s)

\* Note: Not all of these questions will apply to a domestic building contract that covers a limited scope of work, for example, a contract that is limited to the preparation of building plans and specifications.



Owner(s)  
Initials

RS

Builder's  
Initials

[Signature]



## INSTRUMENT OF AGREEMENT

The **Builder** and the **Owner** agree that the **Builder** will carry out and complete the **Works** and the **Owner** will pay the **Contract Price** to the **Builder** in accordance with the terms and conditions of this **Contract**.

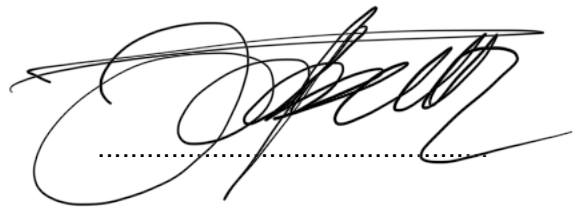
### BUILDER

Signed by or for and on  
behalf of the **Builder** :

(Name)

SALEH HOMES PTY LTD

(Signature):



### OWNER

Signed by or for and on  
behalf of the **Owner(s)**:

Rajender singh  
.....  
(Name)

.....  
(Name)

Rajender  
.....  
(Signature)

.....  
(Signature)

### DATE

Dated this 17<sup>th</sup> ..... day of 03 ..... 2. 024 .....

## DEED OF GUARANTEE AND INDEMNITY

*Note : If the **Owner** is a company then all Directors of the company must execute this guarantee and indemnity.*

I/We the Guarantors stated below requested the **Builder** to enter into the **Contract** with the **Owner**, and the **Builder** has done so for the **Contract Price** and upon the terms and conditions as stated in the **Contract**.

I/We the Guarantors hereby for ourselves, our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the Builder as follows:

If at any time:

- the **Owner** is late in making any payment to the **Builder** in accordance with the Contract;

OR

- the **Owner** fails to observe and perform any other of its obligations contained in any term or condition of the **Contract**;

THEN

I/We will immediately upon demand by the **Builder** make payment to the **Builder** of any monies which are due and payable by the **Owner**;

AND

I/We will keep the **Builder** indemnified against all loss of money payable under the **Contract** and for all losses, costs and expenses whatsoever the **Builder** may suffer by reason of any default by the **Owner**.

This guarantee and indemnity is a continuing guarantee and indemnity and will remain in full force and effect until legally discharged and will not be released by any of the following:

- ☐ any delay, neglect or forbearance on the part of the **Builder** in enforcing its rights against the **Owner** under the **Contract**; OR
- any action by the **Builder** against the **Owner** to enforce any of the **Builder's** rights under the **Contract**; OR
- ☐ variations made to the **Contract** by agreement between the **Owner** and the **Builder**, including any variations which increase the liability of the **Owner** to the **Builder** under the **Contract**; OR
- ☐ the **Owner** being financially unable to proceed with the **Contract**, becoming insolvent, being declared bankrupt, making a proposal for a scheme of arrangement or a composition, entering into a deed of company arrangement with creditors or having a controller or administrator appointed or being wound up; OR
- ☐ any part of this guarantee or indemnity or the **Contract** being void, voidable, unenforceable or illegal.

Where this guarantee and indemnity is given by more than one person, it binds them jointly and each of them individually.

**SIGNED, SEALED AND DELIVERED AS A DEED BY**

.....  
(name of guarantor No. 1)

.....  
(signature of guarantor No. 1)

**as guarantor in the presence of:**

.....  
(name of witness)

.....  
(signature of witness)

On this.....day of..... 2.....

**SIGNED, SEALED AND DELIVERED AS A DEED BY**

.....  
(name of guarantor No. 2)

.....  
(signature of guarantor No. 2)

**as guarantor in the presence of:**

.....  
(name of witness)

.....  
(signature of witness)

On this.....day of..... 2.....

**SIGNED, SEALED AND DELIVERED AS A DEED BY**

.....  
(name of guarantor No. 3)

.....  
(signature of guarantor No. 3)

**as guarantor in the presence of:**

.....  
(name of witness)

.....  
(signature of witness)

On this.....day of..... 2.....

**WARNING – THIS IS THE SIGNING PAGE FOR THE “DEED OF GUARANTEE AND INDEMNITY”, TO BE SIGNED BY THE GUARANTOR/S. IT IS NOT THE SIGNING PAGE FOR THE *CONTRACT*. ALL PARTIES TO THE *CONTRACT* (THE OWNER/S AND THE BUILDER) MUST SIGN THE “INSTRUMENT OF AGREEMENT” ON PAGE 52.**



**QUOTE-SH2338**

Saleh Homes Pty Ltd  
 ABN 97 118 631 651  
 Mob # 0409 027 658  
 CDB-U 65567

<b>Entity Name</b>	Mr Rajender Singh	<b>Date</b>	17-Feb-24
<b>Site Address</b>	53 Ayesha Avenue, Melton South	<b>Rev</b>	0
<b>Owner Address</b>	9 Floreat Grove, Cragieburn VIC 3064	<b>House Area</b>	21 SQ
<b>House Type</b>	Single Storey		
<b>Item #</b>	<b>Description</b>	<b>Inclusion</b>	<b>Comments/Options</b>
<b>1</b>	<b>Building Permit Documents</b>		
1.01	Architectural Working Drawings	By Owner	
1.02	Lodgement of plans for Developer's approval	By Owner	
1.03	Structural Design & Documentation	By Owner	
1.04	Site Survey	Included	
1.05	Soil Test Report	Included	
1.06	Energy rating report	Included	
1.07	Legal point of discharge	Included	
1.08	Easement info (if applicable)	Included	
1.09	Property information Reg 236 (2)	Included	
1.10	Building Permit (Engagement of Building Surveyor by owner under the law)	Included	
<b>2</b>	<b>Footing/Slab</b>		
2.01	Concrete waffle pod Slab - Upto Class H to AS2870.1 based on 300mm fall in land	Included	
2.02	Cocnrete Pump	Included	
2.03	Termite Treatment (if applicable)	Included	
<b>3</b>	<b>Frame</b>		
3.01	Pine wall framing	Included	
3.02	Engineered truss roof with rectangular house frame	Included	
3.03	2500mm ceiling height to Ground Floor	Included	
3.04	75mm cove cornices	Included	
3.05	22.5 degree roof pitch	Included	
<b>4</b>	<b>Windows &amp; Doors</b>		
4.01	Powder coated aluminium windows (Sliding/awning) & sliding door to Laundry and living area (standard colour range)	Included	Only Standard domestic window sizes (one window per room) with clear single monolithic Glazing upto 5mm allowed with no special treatment such as low-e or comfort plus etc.

Item #	Description	Inclusion	Comments/Options
4.02	Aluminium/Pine framed single leaf front door with translucent glazing (in lieu of standard clear glass)	Included	
<b>5</b>	<b>Roof Tiles</b>		
5.01	Concrete roof tiles - <b>Boral Concrete Tiles Macquarie or similar</b>	Included	
<b>6</b>	<b>Bricks</b>		
6.01	Builders range of wirecut bricks	Included	Wide range included
6.02	Brick cleaning	Included	
<b>7</b>	<b>Façade</b>		
7.01	Façade with face Brickwork (as per 6.01) & rendered pillars	Included	
<b>8</b>	<b>Kitchen</b>		
8.01	Laminate doors and cabinets	Included	Kitchen based on 3m length from Builders Classic Range laminate (Wide range available)
8.02	<b>20mm</b> Reconstituted Stone Benchtop	Included	Builders Classic range (Wide range available)
8.03	Glass splashback	Included	Builder Classic range (Wide range available)
8.04	Overheads cupboards above cooktop bench	Included	
8.05	Kitchen Appliances include 900mm free standing gas cooker, 900mm rangehood, 600 Dishwasher	Included	Builders Choice from Technika
8.06	Designer sink and tapset	Included	
<b>9</b>	<b>Ensuite</b>		
9.01	Laminate doors to vanity	Included	Builder Classic range (Wide range available)
9.02	vanity Stone benchtop	Included	Builder Classic range (Wide range available)
9.03	Vanity basin	Included	Builder Classic range
9.04	900mm x 900mm <b>tilled</b> shower base in lieu of poly marble shower	Included	
9.05	1800mm high framed shower screen with pivot door opening	Included	
9.06	Mirror above the vanity	Included	
9.07	Exhaust fan over shower	Included	
9.08	Chrome Tapware	Included	Builder Classic range
9.09	Chrome Shower rail	Included	Builder Classic range
9.10	Toilet Suite	Included	Builder Classic range
<b>10</b>	<b>Bathroom</b>		
10.01	Laminate doors and cabinets	Included	Builder Classic range (Wide range available)
10.02	<b>20mm</b> Reconstituted Stone Benchtop	Included	Builder Classic range (Wide range available)
10.03	Pressed metal builtin bath tub	Included	
10.04	Vitrous China Basin	Included	

Item #	Description	Inclusion	Comments/Options
10.05	900mm x 900mm <u>tiled</u> shower base in lieu of poly marble shower	Included	
10.06	1800mm high shower screen with pivot door opening	Included	
10.07	Mirror above the vanity	Included	
10.08	Exhaust fan over shower	Included	
10.09	Chrome Tapware	Included	Builder Classic range
10.10	Chrome Shower rail	Included	Builder Classic range
<b>11</b>	<b>Not Used</b>		
<b>12</b>	<b>Laundry</b>		
12.01	45L Laundry trough with below metal cabinet	Included	
12.02	tapset	Included	
<b>13</b>	<b>Floor &amp; Wall Tiling</b>		
13.01	Porcelain floor tiling to Ensuite, bathroom and Laundry	Included	Builder Classic Range (Wide Range available)
13.02	Porcelain wall tiling in all showers and around builtin bath tub in bathroom and laundry splashback	Included	
13.03	100mm skirt tile to wet areas	Included	
<b>14</b>	<b>Electrical &amp; Communication</b>		
14.01	Single Phase Circuit breaker and safety switch	Included	
14.02	2 nos double GPOs in Master bed room and 1 double GPO in all other rooms	Included	
14.03	Smoke alarms	Included	
14.04	2 x TV points, 2 x Data points	Included	
14.05	<b>NBN or Opticom compliant wiring</b>	Included	
14.06	1 x batten light point in each room	Included	
14.07	<b>12 x LED downlights</b> in lieu of light battens point to entry, hallway, kitchen and living	Included	
14.08	Light switches	Included	Clipsal white Iconic series
<b>15</b>	<b>Fixing</b>		
15.01	Flush panel internal doors 2040mm high	Included	2040mm high
15.02	Flushpanel 2040 Doors to all bedrooms builtin robes	Included	No doors to Walk in Robes
15.03	Single shelf to all robes with hanging rod	Included	
15.04	Chrome handles to internal doors from builders range	Included	
15.05	Privacy locks to Ensuite and bathroom	Included	
15.06	Door stops to all swinging doors	Included	
15.07	Aluminium/Pine framed Front entry door	Included	2040mm high from Builder Choice with Single Leaf
15.08	Single leaf Front entry door upto 1020mm wide x 2040mm high with gloss or satin paint finish	Included	

Item #	Description	Inclusion	Comments/Options
15.09	Satin or Chrome Trilock front entry door handle	Included	
15.10	Eaves lining if and as required by the estate to meet Design Guidelines	Included	
15.11	Skirting - 92mm Architraves - 67mm	Included	
<b>16</b>	<b>Painting</b>		
16.01	Internal 3 coat quality paint-Single paint color for all walls from Taubman's standard range	Included	
16.02	Ceiling paint to be Flat Builders white	Included	
16.03	External weatherproof paint from builders range	Included	Where applicable
<b>17</b>	<b>Heating &amp; Cooling</b>		
17.01	Ducted gas heating	Included	
<b>18</b>	<b>Plumbing</b>		
18.01	Front & rear garden taps with recycled water (if applicable) or 2000 Ltr Water Tank otherwise	Included	
18.02	Quality tapware from builders range-Chrome finish	Included	
18.03	Instant Hot Water Unit	Included	
18.04	Gutter & down pipe	Included	
<b>19</b>	<b>Floor Covering</b>		
19.01	Carpet to All Bedrooms	Included	Carpet to All Bedrooms
19.02	Laminate floorboards (8mm) to Entry, Hallway, Kitchen and Living areas	Included	
19.03	Tiles to all wet areas	Included	
<b>20</b>	<b>Insulation</b>		
20.01	To meet 6 star energy rating	Included	
<b>21</b>	<b>Connection</b>		
21.01	Connection of Services (Water, Gas, Electricity, Sewer, NBN conduit and storm water) based on 650m2 block with 300mm fall & 5m setback.	Included	Services Connection/Account Opening Fees by Client
<b>22</b>	<b>Structural</b>		
22.01	6 years of Structural warranty from the date of certificate of occupancy	Included	
22.02	3 months maintenance from the date of handover	Included	
<b>23</b>	<b>Garage</b>		
23.01	Double car -Panel lift door with 2 remotes	Included	Builder Classic range
<b>24</b>	<b>Upgrade Inclusions</b>		Any upgrades take precedence over standard inclusion items 1-23
24.1	<b>FOOTING/SLAB</b>		



Item #	Description	Inclusion	Comments/Options
24.2	Lump sum Fixed Site Cost ; - No More to Pay which Includes - upto P Class Slab - unlimited rock removal if incurred - Bored piers if required - Land fall upto 700mm	Included	
24.3	Provide concrete slab to porch & Alfresco area (If applicable)	Included	
24.4	<b>FRAME</b>		
24.5	Ground Floor ceiling height 2740mm in lieu of 2500mm	Included	
24.6	<b>BRICKS</b>		
24.7	Brick infill above Garage in lieu of Cement sheets if not rendered	Included	
24.8	Brick infill above windows in lieu of Cement Sheets if not rendered	Included	
24.9	Off White cement and sand mortar in lieu of standard grey cemenet and brown sand	Included	
24.10	<b>ROOF</b>		
24.11	Metal Roof (Colorbond) in lieu concrete roof tiles if requested by client	Included	
24.12	<b>WINDOWS</b>		
24.13	Flyscreens to all openable sash windows	Included	
24.14	Locks to all sliding windows	Included	
24.15	<b>FAÇADE</b>		
24.16	Upgraded Façade with raised porch roof	Included	
24.17	Render to facade upto 10m2 in addition to rendered pillars already included in standard inclusions	Included	
24.18	Provide composite cladding to the raised roof front area	Included	
24.19	<b>KITCHEN</b>		
24.20	Soft Close drawers and cupbaords to kitchen joinery	Included	
24.21	1 x double undermount Sinks to Kitchen in lieu of inset sink	Included	
24.22	40mm Reconstituted Stone Benchtop in kitchen and island bench (Builders Range-Wide Range Available)	Included	
24.23	<b>ENSUITE</b>		
24.24	Soft Close cupbaords to Ensuite joinery	Included	
24.25	Upgraded back to wall rimless toilet suite with soft close seat	Included	
24.26	Shower Niche in Master Ensuite	Included	
24.27	40mm stone front to vanity in lieu of 20mm stone	Included	
24.28	<b>BATHROOM</b>		
24.29	Soft Close cupbaords to Bathroom joinery	Included	
24.30	Upgraded back to wall rimless toilet suite with soft close seat	Included	
24.31	Shower Niche in bathroom	Included	
24.32	40mm stone front to vanity in lieu of 20mm stone	Included	
24.33	Provide Free Standing Bath tub in lieu of inset bath tub	Included	

Item #	Description	Inclusion	Comments/Options
24.34	<b>LAUNDRY</b>		
24.35	800mm wide laundry joinery in lieu of metal cabinet	Included	
24.36	40mm stone front to laundry front in lieu of 20mm stone	Included	
24.37	Single Undermount sink with designer mixer tap to laundry in lieu of inset sink and basic mixer tap	Included	
24.38	<b>FIXING</b>		
24.39	Entry Door Handle - Gainsborough Trilock or otherwise can be Supplied by Client of their own choice and Installed	Included	
24.40	Privacy Locks to all Bedrooms	Included	
24.41	Provide 2340mm high internal door in lieu of 2040mm high internal doors	Included	
24.42	All internal Doors to be be Deco 10s in lieu of standard flush panel doors	Included	
24.43	Mirror sliding doors to all builtin robes and linens in lieu of hinged flush panel doors	Included	
24.44	Supply & install towel rails and toilet roll holder to ensuite and bathroom	Included	
24.45	Supply and install clothesline (Builders Choice)	Included	
24.45	<b>PAINTING</b>		
24.46	Providing Stained finish to Front Entry door	Included	
24.47	<b>FLOORING</b>		
24.48	12mm Laminate floor boards in lieu of standard 8mm Floorboards	Included	
24.49	Provide laminate floor boards throughout except wet areas	Included	
24.50	<b>HVAC</b>		
24.51	Provide Reverse Cycle Air-conditioning System in lieu of Ducted Heating to whole house	Included	
24.52	<b>ELECTRICAL</b>		
24.53	Additional 9 Nos LED downlights in addition to standard 12 LED downlights (total 21 downlights)	Included	
24.54	Two façade up/down feature lights to each Façade Pillar	Included	
24.56	<b>GARAGE</b>		
24.57	Exposed aggregate concrete driveway (black mix)	Included	
<b>Price (incl GST)</b>		<b>\$345,000</b>	
<b>Special Discount Offered</b>		<b>-\$5,000</b>	
<b>Total Preliminary Agreement Price (incl GST)</b>		<b>\$340,000</b>	

Client Acceptance : \_\_\_\_\_

RS

Date: 17 Mar 2024 \_\_\_\_\_

# SINGLE STOREY DWELLING ON LOT 73, 53 AYESHA AVENUE MELTON SOUTH

LIST OF DRAWINGS

DRAWING NO.	DESCRIPTION
A0.00	TITLE SHEET
A0.01	GENERAL NOTES
A0.02	SITE PLAN
A0.03	ROOF PLAN
A0.04	CONCRETE SLAB SETOUT PLAN
A0.05	SLAB PENETRATIONS LAYOUT
A1.01	FLOOR PLAN
A1.02	FLOOR FINISH PLAN
A1.11	LIGHTING LAYOUT
A2.01	ELEVATIONS SHEET-1
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A2.11	SECTIONS
A3.01	WINDOWS SCHEDULE-1
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A4.03	MISCELLANEOUS DETAILS-SHEET 3
A4.04	MISCELLANEOUS DETAILS- SHEET 4

GENERAL NOTES:

SECTION 1	GENERAL
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DO NOT SCALE DRAWINGS, USE WRITTEN DIMENSION ONLY

READ THESE DRAWINGS IN CONJUNCTION WITH DEVELOPER'S CONSENT DRAWING AND APPROVAL.

THE OWNER/BUILDER, SUBCONTRACTOR SHALL VERIFY ALL DIMENSIONS, LEVELS, SETBACKS AND SPECIFICATIONS PRIOR TO COMMENCING ANY WORKS OR ORDERING MATERIALS AND SHALL BE RESPONSIBLE FOR ENSURING THAT ALL BUILDING WORKS CONFIRM TO THE BUILDING CODE OF AUSTRALIA, A.S. CODES(CURRENT EDITIONS), BUILDING REGULATIONS, LOCAL BY-LAWS AND TOWN PLANNING REQUIREMENTS. REPORT ALL DISCREPANCIES TO THE OFFICE FOR CLARIFICATION.

ALL MATERIALS AND WORK PRACTICES SHALL COMPLY WITH, BUT NOT LIMITED TO THE BUILDING REGULATIONS 2018, NATIONAL CONSTRUCTION CODE SERIES 2019 BUILDING CODE OF AUSTRALIA VOL 2 AND ALL RELEVANT CURRENT AUSTRALIAN STANDARDS (AS AMENDED) REFERRED TO THERIN. UNLESS OTHERWISE SPECIFIED.

ALL WORKS SHALL COMPLY WITH BUT NOT LIMITED TO THE FOLLOWING AUSTRALIAN STANDARD:

A.S. 1288 - GLASS IN BUILDING - SELECTION AND INSTALLATION.

A.S. 1562 - DESIGN AND INSTALLATION OF SHEET ROOF AND WALL CLADDING

A.S. 1657 - DESIGN AND INSTALLATION OF FIXED PLATFORM, STAIRWAYS AND LADDERS

A.S. 1684 - NATIONAL TIMBER FRAMING CODE.

A.S. 1860 - INSTALLATION OF PARTICLEBOARD FLOORING

A.S. 1926 - SWIMMING POOL SAFETY

A.S. 2047 - WINDOWS & EXTERNAL GLAZED DOORS

A.S. 2049 - ROOF TILES.

A.S. 2050 - FIXING OF ROOFING TILES.

A.S. 2870 - RESIDENTIAL SLABS AND FOOTING.

A.S. 2890 - PARKING FACILITIES.

A.S./NZS 2904 - DAMP-PROOF COURSES AND FLASHINGS.

A.S. 3600 - CONCRETE STRUCTURES.

A.S. 3660.1 - CODE OF PRACTICE FOR PHYSICAL BARRIERS USED IN PROTECTION OF BUILDINGS AGAINST SUBTERRANEAN TERMITES.

A.S. 3700 - MASONRY IN BUILDINGS.

A.S. 3740 - WATER PROOFING OF WET AREAS IN RESIDENTIAL BUILDINGS.

A.S. 3959 - CONSTRUCTION OF BUILDING IN BUSHFIRE PRONE AREAS.

A.S. 3786 - SMOKE ALARMS.

A.S. 4055 - WIND LOADING FOR HOUSING.

A.S. 4100 - STEEL STRUCTURES.

A.S. 4200 - PLIABLE BUILDING MEMBRANES

A.S. 4654 - WATERPROOFING, DESIGN & INSTALLATION OF MEMBRANES

THESE PLANS SHALL BE READ IN CONJUNCTION WITH ANY STRUCTURAL OR CIVIL ENGINEERING COMPUTATIONS AND DRAWINGS.

WHERE THE BUILDING OTHER THAN A CLASS 10a) IS LOCATED IN A DESIGNATED TERMITE INFESTATION AREA THE BUILDING SHALL BE PROTECTED IN ACCORDANCE WITH RELEVANT AUSTRALIAN STANDARD.

THE BUILDER SHALL TAKE ALL STEPS NECESSARY TO ENSURE THE STABILITY OF NEW AND EXISTING STRUCTURE DURING ALL WORKS.

THESE PLANS HAVE BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CUSTOMER AND FOR THE PURPOSE EXPRESSLY NOTIFIED TO THE AUTHOR. ANY OTHER PERSON WHO USES OR RELIES ON THESE PLANS WITHOUT THE AUTHOR'S WRITTEN CONSENT DOES SO AT OWN RISK AND NO RESPONSIBILITY IS ACCEPTED BY THE AUTHOR FOR SUCH USE AND/OR RELIANCE.

THESE NOTES ARE NEITHER EXHAUSTIVE FOR A SUBSTITUTE FOR REGULATIONS, STATUTORY REQUIREMENTS, BUILDING PRACTICE OR CONTRACTUAL OBLIGATIONS AND UNLESS EXPRESSLY STATED OTHERWISE, ARE PROVIDED ONLY AS GUIDELINES. NO RESPONSIBILITY IS ACCEPTED FOR THEIR USE.

BUILDER TO RECTIFY ANY DAMAGE DURING CONSTRUCTION TO FOOTPATH, KERBS OR ROADS ETC TO THE APPROVAL OF LOCAL AUTHORITIES. REDUNDANT CROSSOVERS TO BE REMOVED AND MATCHING KERB AND CHANNEL, FOOTPATH, ETC TO BE REINSTATED TO APPROVAL OF COUNCIL.

BUILDING(S) AND SITE TO BE LEFT CLEAN AND READY FOR OCCUPATION UPON COMPLETION OF ALL SITE WORKS

IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT THEY ARE FAMILIAR WITH THE CORRECT PROCEDURES FOR INSTALLING PRODUCTS AND MAKE ALL NECESSARY ENQUIRIES OF THE MANUFACTURER & SUPPLIER. CONTRACTOR IS TO COMPLY WITH ALL RECOMMENDATIONS & INSTRUCTIONS FOR INSTALLATION

SECTION 2	SITE & SURVEY
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TITLE BOUNDARIES SHOULD BE CONFIRMED BY BUILDER IF NECESSARY

SURVEY INFORMATION IS INDICATIVE ONLY & SHOULD BE CONFIRMED BY BUILDER

THESE PLANS SHALL BE IN CONJUNCTION WITH THE SOIL REPORT. FOOTING TO BE FOUNDED AT THE MINIMUM DEPTHS INDICATED IN THE SOIL REPORT.

FOOTINGS NOT TO ENCROACH TITLE BOUNDARIES AND EASEMENT LINES.

FOR BUILDINGS IN CLOSE PROXIMITY TO THE SEA ENSURE THAT ALL STEEL WORK, BRICK CAVITY TIES, AND STEEL LINTELS, ETC. THAT ARE EMBEDDED OR FIXED INTO MASONRY BE PROTECTED IN ACCORDANCE WITH A.S. 1650 OR A.S. 3700 TABLE 2.2, HOT DIPPED GALV., STAINLESS STEEL OR CADMIUM COATED.

NO MORE THAN 80% OF THE AREA OF THE ALLOTMENT CAN BE COVERED BY IMPERMEABLE SURFACES.

EXCAVATION , TRENCHES FOR FOOTINGS, SEWERAGE, DRAINAGE ETC., TO BE CARRIED OUT IN ACCORDANCE WITH CONTROLLING AUTHORITIES REQUIREMENTS. WET AREAS TO BE IMPERVIOUS TO WATER IN ACCORDANCE WITH AS3740.

SECTION 3	DOORS. WINDOWS & GLAZING
-----------	--------------------------

GRADE A SAFETY GLAZING TO BE USED IN THE FOLLOWING CASES:

- 1) ALL ROOMS - WITHIN 500mm VERTICAL OF THE FLOOR.
- 2) BATHROOMS - WITHIN 1500mm VERTICAL FROM BATH BASE -WITHIN 500 HORIZONTAL FROM BATH/SHOWER TO SHOWER DOORS, SHOWER SCREENS AND BATH ENCLOSURE.
- 3) LAUNDRY - WITHIN 1200mm VERTICAL FROM FLOOR AND/OR WITHIN 300mm HORIZONTAL FROM TROUGH.
- 4) DOORWAYS - WITHIN 300mm HORIZONTAL FROM ALL DOORS.

SHOWER SCREENS MUST BE GRADE A SAFETY GLASS.10.8MM THICK TOUGHENED GLASS.

WINDOW SIZES ARE NOMINAL ONLY, ACTUAL SIZE WILL VARY ACCORDING TO MANUFACTURER WINDOWS TO BE FLASHED ALL AROUND. ALL GLAZING TO BE IN ACCORDANCE WITH AS1288-2006

OPENABLE DOORS AND WINDOWS REQUIRE FIXED SCREEN TO OPENABLE PORTIONS CONSISTING OF 2MM CORROSION RESISTANT STEEL, BRONZE AND ALUMINIUM FOR CONSTRUCTION IN BUSH PRONE AREA.

REFER TO PLANS FOR DOOR LEAF SIZES AND TYPES.

DOOR TO WC TO COMPLY WITH BCA CLAUSE 3.8.3.3. IN THAT THE DOOR TO BE READILY REMOVABLE FROM THE OUTSIDE OF THE COMPARTMENT

ALL DOOR FRAMES TO BE MIN 50mm OFFSET FROM ADJACENT WALL FACE; OR CENTRED AS SHOWN IN DRAWING OR AS PER SETOUT DIMENSIONS.

REFER TO WINDOW SCHEDULE FOR WINDOW TYPES & SIZES CONFIRM ALL DOOR & WINDOW SIZES ON SITE PRIOR TO FABRICATION.

MINIMUM OF 20mm HIGH OPAQUE BAND TO FULL HEIGHT WINDOWS AND DOORS OR GLAZING WITHIN 700-1200mm ABOVE FLOOR LEVEL AND GLAZINGTO COMPLY WITH AS 1288-2006.

SECTION 4	STORM WATER & DRAINAGE
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DRAINAGE SYSTEM MUST BE DESIGNED TO CATER FOR A 1 IN 20 YEAR STORM EVENT WITH OVERFLOWS DESIGNED SO THAT WATER DOES NOT ENTER THE BUILDING DURING A 1 IN 100 YEAR STORM EVENT

ALL DOWNPIPES AND STORMWATER SHALL BE TAKEN TO LEGAL POINT OF DISCHARGE TO THE SATISFACTION OF THE RELEVANT AUTHORITY.

SEWER OR SEPTIC SYSTEM SHALL BE IN ACCORDANCE WITH THE RELEVANT AUTHORITIES REQUIREMENTS.

THE BUILDER AND SUBCONTRACTOR SHALL ENSURE THAT ALL STORMWATER DRAINS, SEWER PIPES AND THE LIKES ARE LOCATED AT A SUFFICIENT DISTANCE FROM ANY BUILDINGS FOOTING AND/OR SLAB EDGE BEAMS SO AS TO PREVENT GENERAL MOISTURE PENETRATION, DAMPNESS, WEAKENING AND UNDERMINING OF ANY BUILDING AND ITS FOOTING SYSTEM.

SECTION 5	BUILDING MATERIALS, FINISHES & TREATMENTS
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ALL WET AREAS TO COMPLY WITH B.C.A. PART 3.8.1 OR A.S. 3740 - WALL FINISHES SHALL BE IMPERVIOUS TO A HEIGHT OF 1800mm ABOVE FLOOR LEVELS TO SHOWER ENCLOSURES AND 150mm ABOVE BATHES, BASINS, SINKS, AND TROUGHS AND THE LIKE WHERE APPLICABLE.

PROVIDE WALL TIES TO BRICKWORK AT MAXIMUM 600mm CENTRES IN EACH DIRECTION AND WITHIN 300mm OF ARTICULATION JOINTS WHERE APPLICABLE.

ALL GUTTER, FASCIA AND EAVES ARE TO BE NON-COMBUSTIBLE IF LOCATED WITHIN 1800MM OFF AN ADJOINING DWELLING .

ROBE SHELVES TO BE PROVIDED IN MELAMINE FINISH.

MEMBRANE TO TURN UP WALL A MINIMUM OF 150MM ABOVE FINISHED FLOOR LEVEL AROUND ENTIRE PERIMETER OF BATHROOM OR BALCONY & UNDER DOOR SILLS PRIOR TO DOORS BEING INSTALLED. IN BATHROOMS, APPLY MEMBRANE TO ENTIRE FLOOR AREA, AND TO A MINIMUM OF 1900 ABOVE FINISHED FLOOR LEVEL IN SHOWER RECESSES AND BATHS.

REFER TO BLOCKWORK/BRICKWORK MANUFACTURER'S INSTRUCTIONS AND STRUCTURAL ENGINEER DRAWINGS FOR BLOCKWORK/BRICKWORK SUPPORT AND SHELIVING

PROVIDE NOGGING FIXING GROUNDS FOR ALL JOINERY AND FITTINGS SUCH AS TOWEL RAILS, ETC.

ENSURE MINIMUM HEIGHT CLEARANCE BETWEEN FLOOR AND OVERHEAD OBSTRUCTIONS INCLUDING ALL SERVICES IS 2.2M.

REFER TO ENERGY REPORT FOR MIN REQUIREMENT FOR NEW DWELLINGS OR ADDITIONS TO DWELLINGS PROVIDE MIN. THERMAL INSULATION AS FOLLOWS: TIMBER FLOOR CONST.

- R2.5 BULK INSULATION TO EXTERNAL WALLS + 1 LAYER OF ANTI GLARE FOIL FACING CAVITY.

INTERNAL WALLS BETWEEN GARAGE AND UNIT HAVE R2.0 BULK INSULATION

- R5.0 BATTS BETWEEN JOISTS ON CEILINGS + SINGLE SIDED REFLECTIVE FOIL UNDER OR OVER BATTENS WITH FOIL FACING ROOF (GARAGE INCLUDED)

THE BUILDER SHALL ENSURE FOR THE GENERAL WATER TIGHTNESS OF ALL NEW AND EXISTING WORKS.

FLASH & MAKE WATERTIGHT ALL PENETRATIONS TO ROOF, SHOWN & NOT SHOWN IN THESE DRAWINGS. SIZE & LOCATIONS TO BE CONFIRMED ON SITE. ALL PENETRATIONS ARE TO BE MADE GOOD (FULLY WATER TIGHT)

MINIMUM 150MM SUB FLOOR CLEARANCE TO LOWER GROUND DECK MEASURED FROM NATURAL GROUND LEVEL TO UNDERSIDE OF BEARERS. AS SITE IS IN TERMITE ATTACK AREA SPECIFY TREATMENT TO AS3660. 1-2000

SUB-FLOOR VENTS TO PROVIDE A RATE OF 7500mm SQ. CLEAR VENTILATION PER 1000mm RUN OF EXTERNAL MASONRY WALL AND 2200mm SQ. CLEAR VENTILATION PER 1000mm RUN OF INTERNAL DWARF WALLS.

PROVIDE CONTROL JOINT IN BLOCKWORK/BRICKWORK WALL AT 6m CTRS IN LINE WITH STRUCTURAL JOINTS AS SPECIFIED WHERE WALLS ARE RENDERED, DO NOT RENDER OVER CONTROL JOINTS.

PROVIDE CONTROL JOINTS IN ALL OTHER MATERIALS AT CENTERS RECOMMENDED BY MANUFACTURER OR RELEVANT AUSTRALIAN STANDARD. REFER CONTINUOUS ITEMS TO DESIGNER FOR RESOLUTION.

INTERNAL CEILING HEIGHTS TO BE 2700mm UNLESS OTHERWISE SPECIFIED

SHEET ROOFING TO BE INSTALLED USING CONCEALED FIXINGS WITH BULK INSULATION & SARKING AS SPECIFIED.

USE CONCEALED CLIP FIXINGS TO ALL EXPOSED/ VISIBLE PARAPET CAPPINGS.

PROVIDE FALLS IN FLOOR TO FLOOR WASTES (FW) WHERE THESE ARE TO BE PROVIDED TO THE SATISFACTION OF BUILDING SURVEYOR.

SILICONE COLOURS TO MATCH GROUT. REFER UNCERTAIN COLOUR MATCHES TO DESIGNER FOR RESOLUTION.

PROVIDE W/PROOF SEAL IN MATCHING COLOUR BETWEEN TILES AND FLOOR FINISHES OUTSIDE BATHROOM.

ALL WET AREAS TO BE WATERPROOFED IN ACCORDANCE WITH AS3740-2010, IN PARTICULAR WALLS AND SPLASH BACKS TO MASTER ENSUITE AND POWDER ROOM.

EXHAUST FANS TO BE DUCTED DIRECTLY OUTSIDE BY DUCTS TO MASTER BEDROOM ENSUITE, LAUNDRY AND POWDER ROOM

SECTION 6	JOINERY & SERVICES
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Ⓔ DENOTES LOCATION OF SMOKE ALARMS TO BE PROVIDED AND INSTALLED IN ACCORDANCE WITH A.S. 3786 WITH PART3.7.5.2 OF BCA 2019.

INSTALLATION OF SERVICES SHALL COMPLY WITH THE RESPECTIVE SUPPLY AUTHORITY REQUIREMENTS.

ALL FITTINGS AND FIXTURES TO BE INSTALLED TO MANUFACTURER'S SPECIFICATION.

HOT & COLD WATER SUPPLY PIPEWORK TO BE CONCEALED. HOTWATER PIPEWORK TO BE LAGGED.

EXHAUST FANS ARE TO BE DUCTED TO DISCHARGE AIR DIRECTLY TO OUTSIDE AIR.

PROVIDE LIFT OFF DOOR HINGES TO BATHROOMS/ENSUITES WHERE THE TOILET PAN IS WITHIN 1200mm OF THE DOORWAY TO THE EXTENT AND APPROVAL OF THE BUILDING SURVEYOR

PROVIDE SILICONE SEAL BETWEEN FLOOR AND WALL TILES.

CONTRACTOR TO CONFIRM ALL DIMENSIONS OF JOINERY ON SITE AND CHECK OTHER SPECIFIC REQUIREMENTS OF APPLIANCES AND THE LIKE WITH RESPECTIVE MANUFACTURERS/SUPPLIERS PRIOR TO FABRICATION AND ADJUST JOINERY WHERE NECESSARY. NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO CHANGING JOINERY DESIGN.

ALL JOINERY CARCASSES SHALL BE OF WATER-RESISTANT PARTICLEBOARD CONSTRUCTION.



ALL DRAWER RUNNERS SHALL BE BALL-BEARING TYPE WITHSTANDING 20kg LOAD MINIMUM.

ALL 20MM SHADOW LINES TO BULKHEAD TO RETURN AT SIDES .

PROVIDE FLEXIBLE WATERPROOF CONTINUOUS SEAL BETWEEN FIXTURES, JOINERY AND TILEWORK FITTINGS, PAPERWORK ETC. COLOUR TO MATCH GROUT.

ALL EXPOSED FLASHINGS AND VALLEYS COLOUR TO MATCH ROOF COLOUR TO OWNERS APPROVAL. DP DENOTES MIN. 90MM DIA DOWN PIPES, FIX TO BRICKWORK AT 3 POINTS MIN. (2400MM) H. WALL).

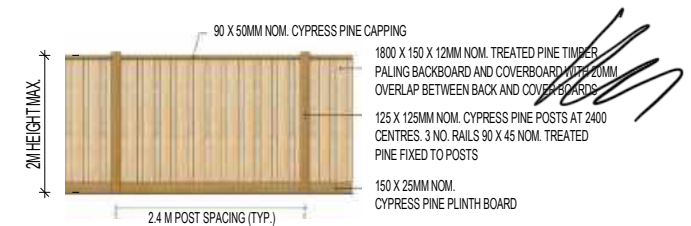
PROVIDE SITE AND WORK PLACE PROTECTION (FENCES/ HOARDING / SAFETY BARRIERS ETC) AS REQUIRED BY LOCAL AUTHORITY BY-LAW, AND WORKSAFE PRACTICES, TO BE PROVIDED BY OWNER OR CONTRACT VARIATION. CHEMICAL TOILET AND RUBBISH BIN WITH LID TO BE PROVIDED DURING CONTRACTION WHEN REQUIRED.

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SITE AREA	325 M <sup>2</sup>	
HABITABLE AREA	153.63 M <sup>2</sup>	- 16.53 SQUARES
GARAGE	36.57 M <sup>2</sup>	- 3.92 SQUARES
PORCH	4.34 M <sup>2</sup>	- 0.46 SQUARES
TOTAL	<b>195.0 M<sup>2</sup></b>	<b>- 21.0 SQUARES</b>
SITE COVERAGE	60.0 % OF THE SITE AREA	
DRIVEWAY	22.1M <sup>2</sup>	
SPOS AREA	70.24 M <sup>2</sup>	



- 1 PROVIDE GRADE A SAFETY GLASS TO BE INSTALLED IN ALL WET AREA GLAZING ASSEMBLIES WHERE THE LOWEST LINE OF SIGHT IS LESS THAN 2 METRES FROM THE FINISHED FLOOR LEVEL.
- 2 ALL WET AREAS TO COMPLY WITH B.C.A. PART 3.8.1 OR A.S. 3740 - WALL FINISHES SHALL BE IMPERVIOUS TO A HEIGHT OF 1800mm ABOVE FLOOR LEVELS TO SHOWER ENCLOSURES AND 150mm ABOVE BATHS, BASINS, SINKS, AND TROUGHS AND THE LIKE WHERE APPLICABLE.
- 3 SMOKE DETECTORS TO BE INSTALLED IN ACCORDANCE WITH BCA 2014. INSTALLATION OF SMOKE ALARMS TO BE IN ACCORDANCE WITH PART 3.7.5.2 OF THE BCA2019.
- 4 ARTIFICIAL LIGHTING PROVISION IS NOT TO EXCEED 5W/M<sup>2</sup> FOR INTERNAL AREAS AND 4W/M<sup>2</sup> FOR EXTERNAL AREAS.
- 5 PLIABLE BUILDING MATERIAL MUST BE VAPOUR PERMEABLE.  
EXHAUST FLOW RATE IN TOILETS, KITCHEN & LAUNDRY MUST COMPLY WITH 3.8.7.3 OF THE BCA.  
VENTILATION OF ROOF SPACE MUST COMPLY WITH THE BCA 3.8.7.4 IF EXHAUST SYSTEM DISCHARGE IN TO ROOF SPACE (WHIRLYBIRD TO ROOF LOCATED NOT LESS THAN 900MM FROM THE RIDGE)
- 6 THE FINISHED GROUND SURFACE MUST SLOPE MIN. 50MM AWAY FROM THE DWELLING FOR THE FIRST 1 METRE SURROUNDING THE DWELLING.
- 7 A TERMITE BARRIER TO BE INSTALLED TO MINIMISE THE RISK OF TERMITE ATTACK TO PRIMARY BUILDING ELEMENTS IN ACCORDANCE WITH AS3660.1.
- 8 ALL SURROUNDING SURFACES ARE TO BE GRADED AWAY FROM THE BUILDING TOWARDS A SUITABLE DRAINAGE FACILITY. TO AVOID ANY LOCAL DAMMING OR PONDING BUILDING SURVEYOR IS TO CHECK AND VERIFY THAT NO SERVICES ARE PLACED WITHIN 45° ANGLE OF REPOSE TO PROPERTY FOOTINGS. NEW FOOTINGS ARE NOT UNDERMINE EXISTING FOOTINGS AND ARE TO MATCH THE DEPTH OF THE EXISTING FOOTINGS, WHERE APPROPRIATE.

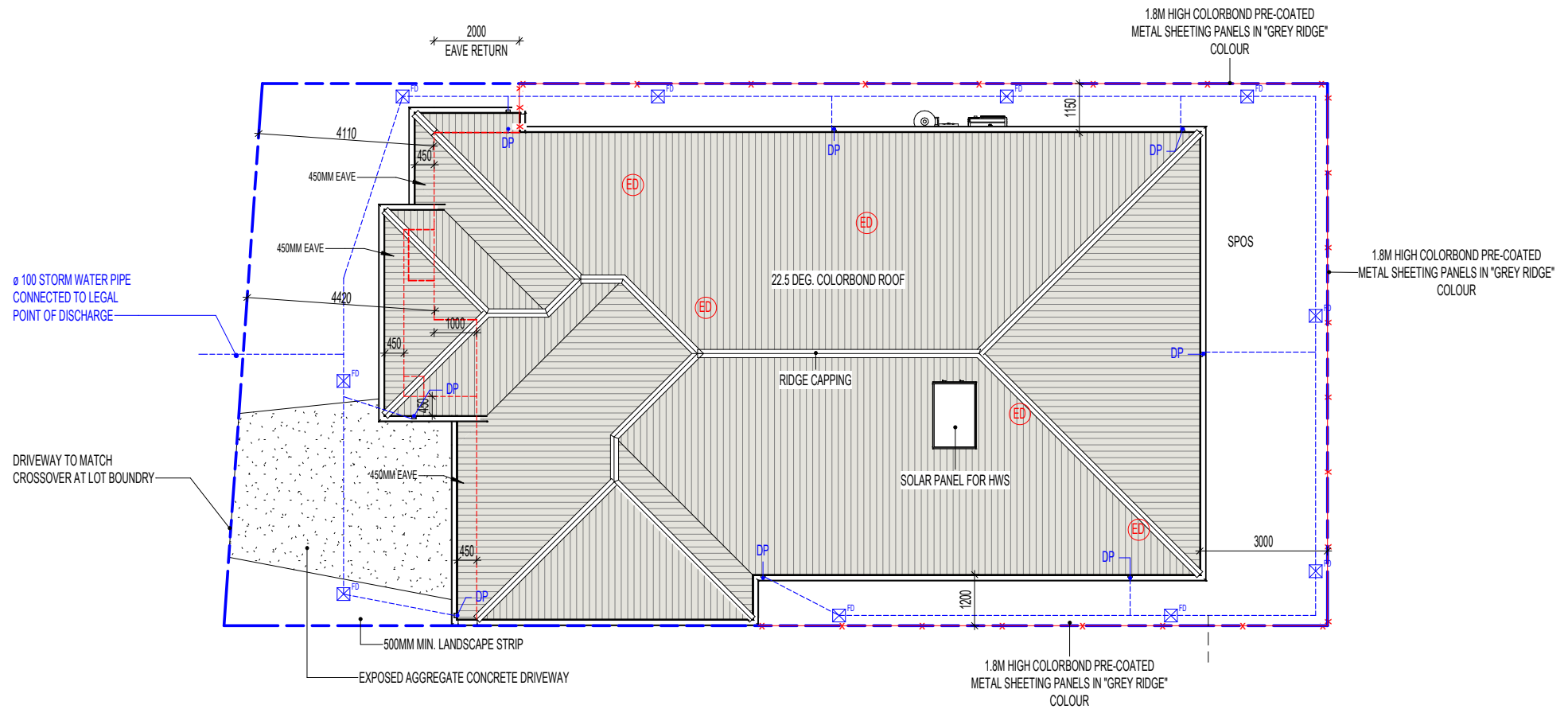


### SIDE & REAR FENCE DETAIL

1 SITE PLAN  
1:200

1. EVAPRATIVE COOLING UNIT COLOUR TO MATCH WITH THE COLOUR OF THE ROOF AND MUST NOT BE VISIBLE FROM THE STREET.
2. ANTENNA MUST BE POSITIONED SO THEY ARE NOT VISIBLE FROM THE STREET.
3. LOW EMISSION SEALANTS TO BE USED ON INTERNAL AND EXTERNAL SURFACES.
4. LOW EMISSION ADHESIVE TO BE USED ON INTERNAL AND EXTERNAL SURFACES.

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1 ROOF PLAN  
1 : 100

**NOTE:**

EXHAUST SYSTEM INSTALLED IN A KITCHEN, BATHROOM, SANITARY COMPARTMENT, OR LAUNDRY MUST HAVE MINIMUM RATE OF -

- (I) 25 L/S FOR A BATHROOM OR SANITARY COMPARTMENT; AND
- (II) 40L/S FOR A KITCHEN OR A LAUNDRY

DISCHARGE TO THE OUTSIDE OR IF EXHAUST SYSTEM DISCHARGES INTO THE ROOF SPACE, VENTILATION OF ROOF SPACE MUST BE IN ACCORDANCE WITH CLAUSE 3.8.7.4 OF NCC VOL 2019 AMDT 1

**LEGEND:**

(ED) EXHAUST FAN DISCHARGE ( DIRECT TO ATMOSPHERE)

**INSTALLATION OF SHEET ROOF NOTES:**

- (I) IN WIND REGIONS C AND D IN ACCORDANCE WITH FIGURE 2.2.3 IN SECTION 2 OF THE ABCB HOUSING PROVISIONS
- (II) (CYCLONIC AREAS), METAL ROOF ASSEMBLIES, THEIR CONNECTIONS AND IMMEDIATE SUPPORTING MEMBERS MUST BE CAPABLE OF REMAINING IN POSITION NOTWITHSTANDING ANY PERMANENT DISTORTION, FRACTURE OR DAMAGE THAT MIGHT OCCUR IN THE SHEET OR FASTENINGS UNDER THE PRESSURE SEQUENCES A TO G DEFINED IN TABLE H1D7.



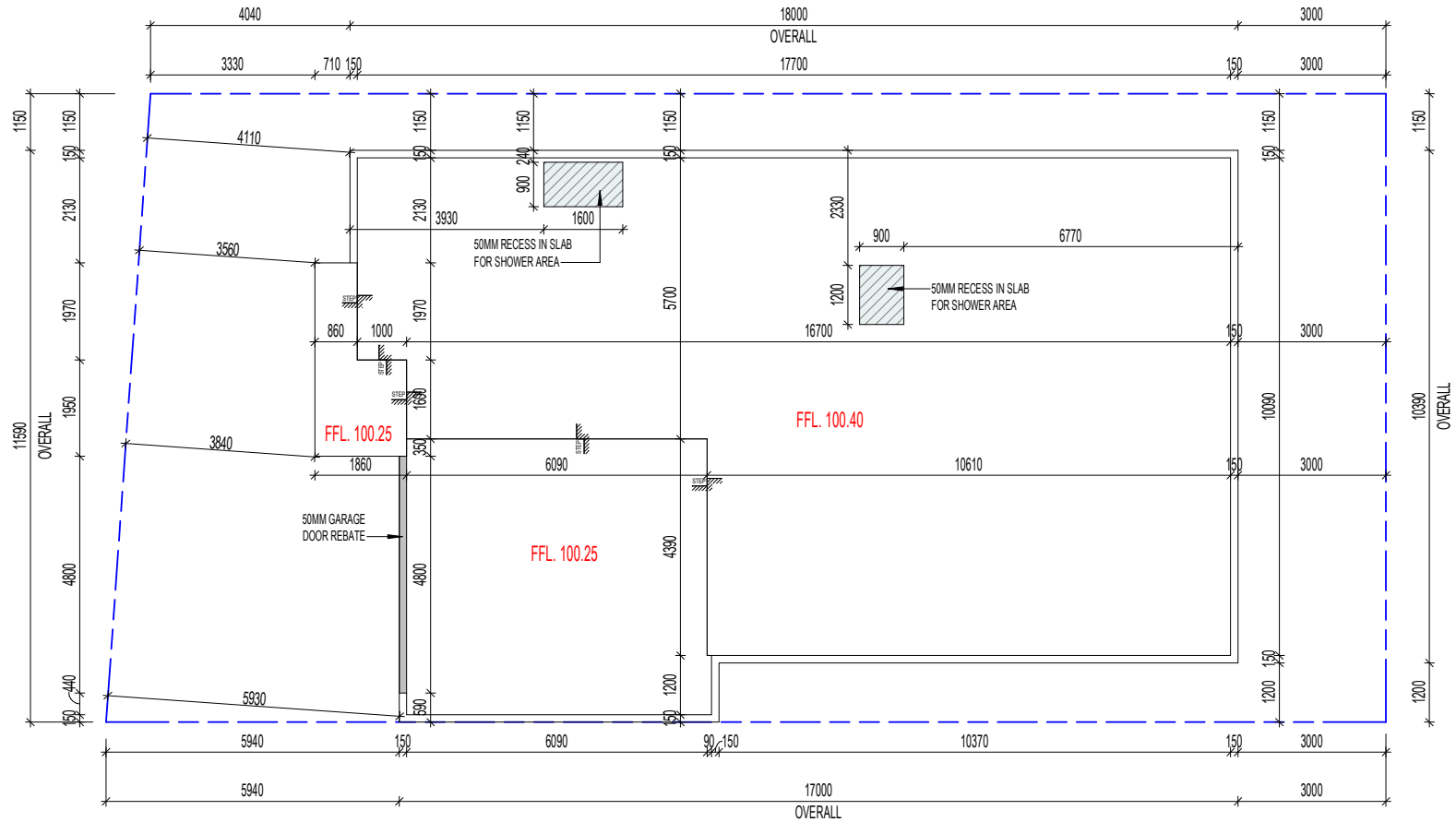
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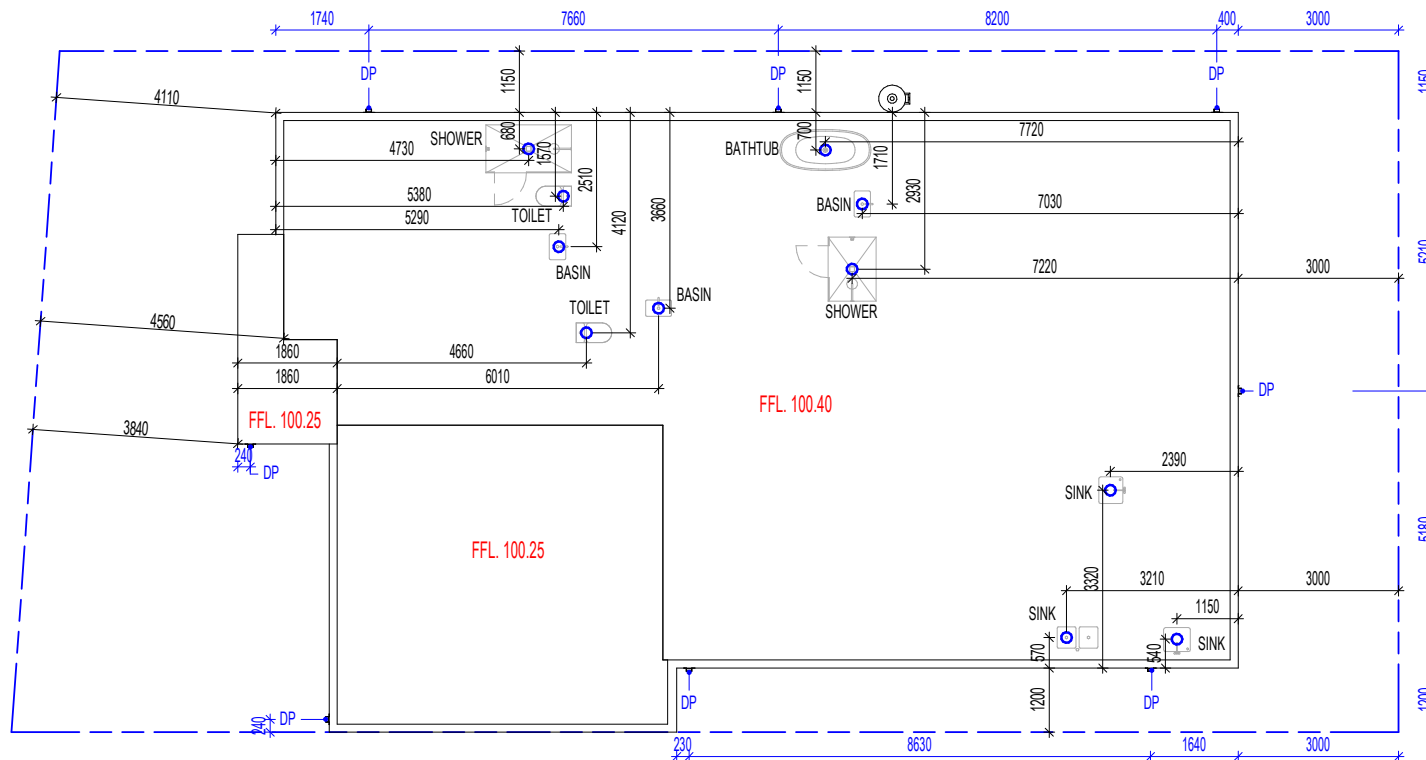
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1 CONCRETE SLAB SETOUT PLAN  
1 : 100

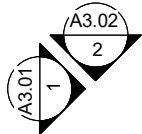
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LOT 73, 53 AYESHA AVENUE MELTON SOUTH		CONCRETE SLAB SETOUT PLAN		1 : 100		

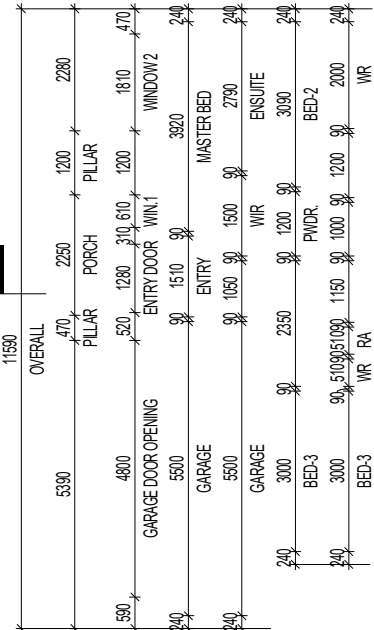


1 SLAB PENETRATIONS LAYOUT  
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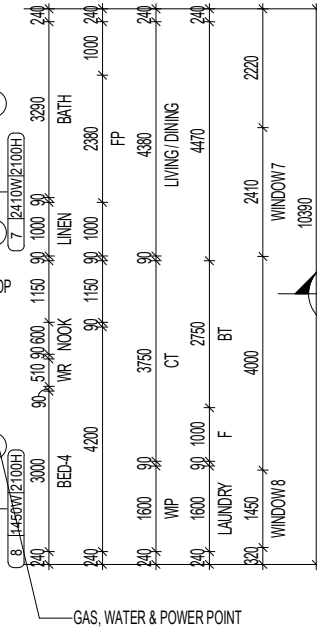
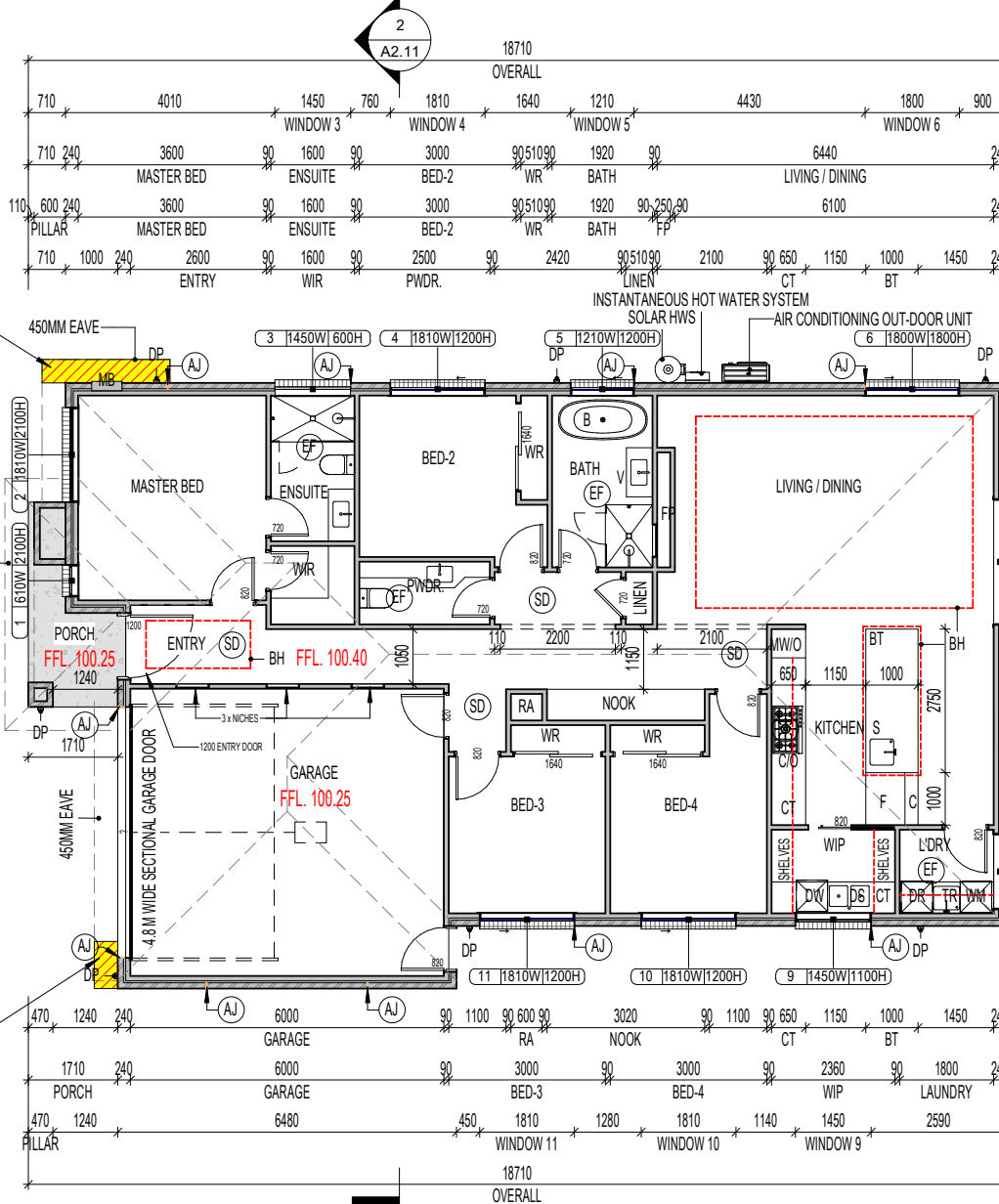




PROVIDE NON COMBUSTIBLE EAVE LINING TO EAVES WITHIN 900MM FROM THE TITLE BOUNDARY TO ACHIEVE FRL 60/60/60



PROVIDE NON COMBUSTIBLE EAVE LINING TO EAVES WITHIN 900MM FROM THE TITLE BOUNDARY TO ACHIEVE FRL 60/60/60



#### FINISHES SCHEDULE

PORCH	COLOURED CONCRETE
ENTRY	FLOOR BOARDS
LOBBY	FLOOR BOARDS
BEDROOMS	CARPET
LIVING / DINING	FLOOR BOARDS
THEATRE	FLOOR BOARDS
KITCHEN	FLOOR BOARDS
PANTRY	FLOOR BOARDS
LAUNDRY	600 x 600 PORCELAIN TILES
ENSUITES	600 x 600 PORCELAIN TILES
WIR	CARPET
GARAGE	CONCRETE
DRIVEWAY	COLOURED CONCRETE

LEGEND	
SYMBOL	DESCRIPTION
B	FREE STANDING BATHTUB
BH	BULKHEAD
BT	BENCH TOP
C	CELLAR
C/O	COOKTOP & OVEN
CT	COUNTER TOP
DB	DISTRIBUTION BOARD
DP	DOWNPIPE
DR	CLOTHE DRYER
DS	TWO BOWL SINK
DW	DISHWASHER
F	REFRIGERATOR
FP	FIRE PLACE
MB	METER BOX
MW/O	COMBINATION OVENS IN TOWER
RA	RETURN AIR DUCT
S	SINK
TR	LAUNDRY TROUGH
V	VANITY
WM	WASHING MACHINE
WR	WARDROBE

- (S) HARDWIRED SMOKE ALARM  
(AJ) ARTICULATION JOINT

NOTE: PROVIDE FLYSCREENS TO ALL OPERABLE WINDOWS

NOTE: ALL DOOR LEAVES HEIGHT = 2340MM



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#### REVISIONS

No.	DATE	DESCRIPTION	ISSUED BY
C0	31/08/2023	ISSUED FOR REVIEW	WM

CLIENT:

UNIQUE VISION HOMES

PROJECT ADDRESS:

LOT 73, 53 AYESHA AVENUE MELTON SOUTH

ISSUE:

FOR CONSTRUCTION

DRAWING TITLE:

FLOOR PLAN

PROJECT NO.

2313

DWG NO.

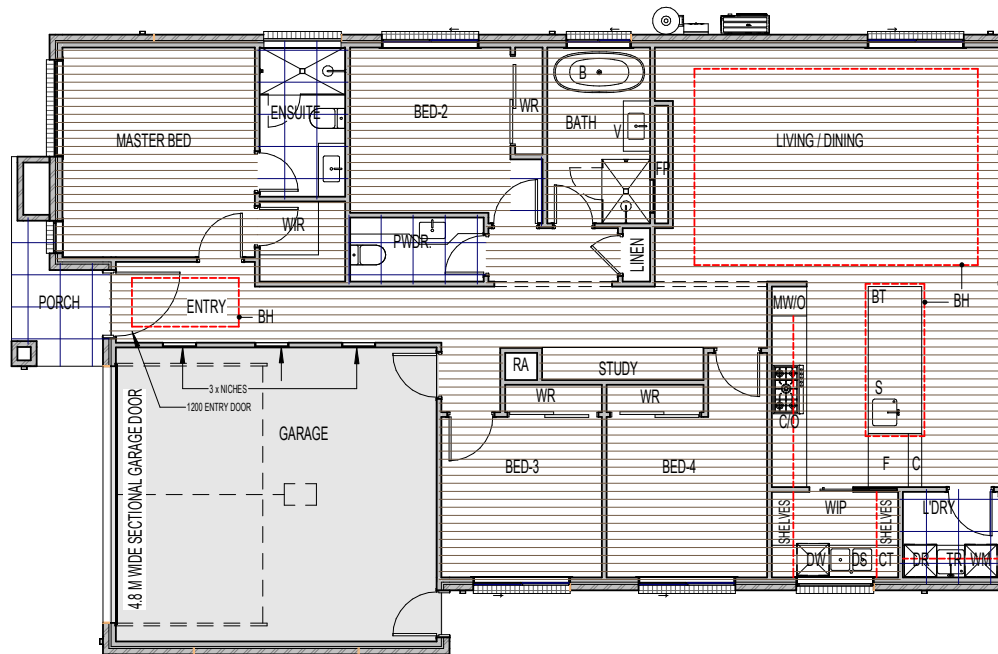
A1.01

REV. NO.

C0

SCALE@A3/A4:

1 : 100



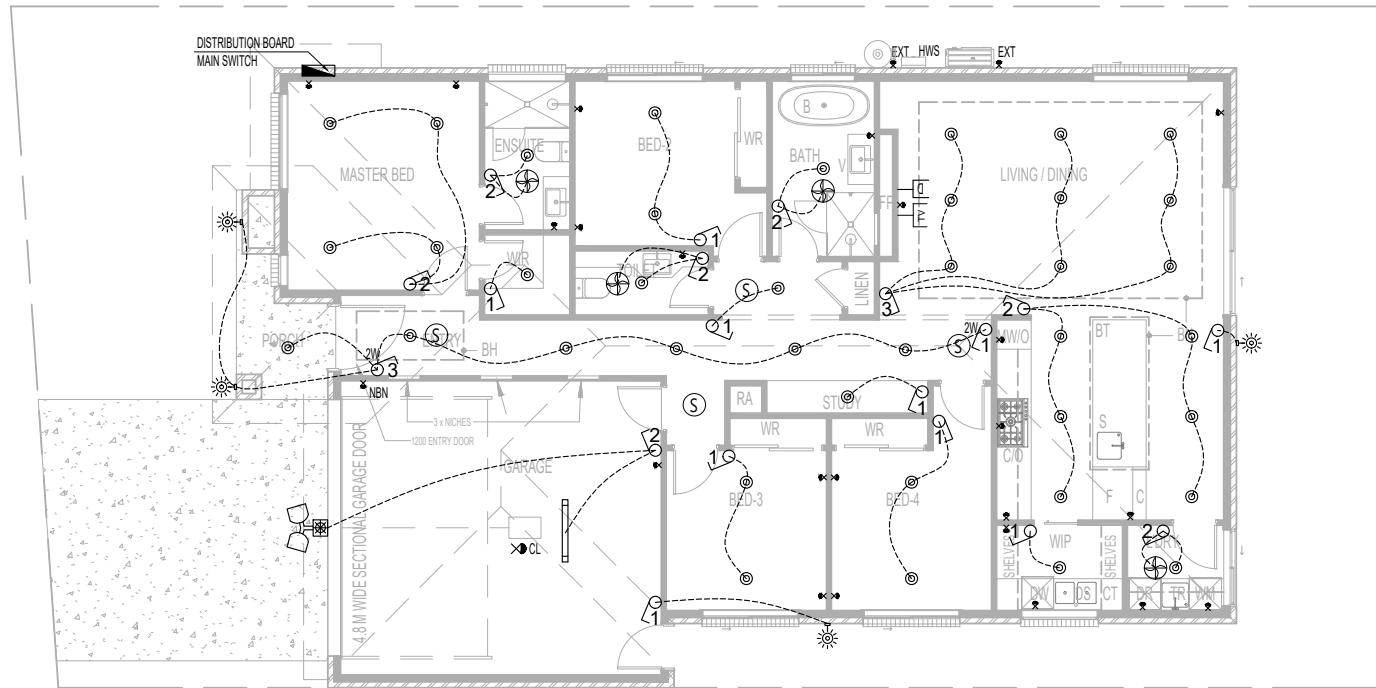
## FLOOR FINISH LEGEND

- CONCRETE
- FLOOR BOARDS
- PORCELAIN TILES

1 FLOOR FINISHES PLAN  
1:100

REVISIONS			
No.	DATE	DESCRIPTION	ISSUED BY
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CLIENT:	UNIQUE VISION HOMES	ISSUE:	FOR CONSTRUCTION	PROJECT NO.	2313	DWG NO.	A1.02	REV. NO.	C0
PROJECT ADDRESS:	LOT 73, 53 AYESHA AVENUE MELTON SOUTH	DRAWING TITLE:	FLOOR FINISH PLAN	SCALE@A3/A4:	1 : 100				



ELECTRICAL LEGEND	
	3 POINT CAT 6, LOCATED 300MM ABOVE FLOOR LEVEL UNLESS OTHERWISE NOTED + TELEPHONE POINT
	EXHAUST FAN
	TV OUTLET
	GPO DOUBLE, LOCATED 300MM ABOVE FLOOR LEVEL UNLESS OTHERWISE NOTED
	WATER PROOF DOUBLE GPO
	CEILING MOUNTED GPO
	HARD WIRED INTER CONNECTED SMOKE DETECTOR, INSTALLED AND CERTIFIED TO BCA SPECIFICATION.
	12 W LINEAR LED BATTEN FIXTURE DOUBLE FLOURESCENT
	12 W LED DOWN LIGHTS
	7 W LED EXTERNAL WALL UNIT LIGHT
	FIXED BATTEN HOLDER
	PENDANT LIGHT
	LIGHT SWITCH WITH NUMBER OF GANGS
	2 WAY LIGHT SWITCH WITH NUMBER OF GANGS
	LIGHT SWITCH WITH DIMMER
	SENSOR OPERATED PARA FLOOD LIGHT
	DISTRIBUTION BOARD
	1.5 W LED WALL LIGHT
	7 W LED INTERNAL WALL UNIT LIGHT
	12 W LED INTERNAL VANITY WALL LIGHT
	3 IN 1 HEATER, EXHAUST FAN & LIGHT
	POINT FOR PENDENT LIGHT

1 GROUND FLOOR - LIGHTING LAYOUT PLAN  
1:100

#### INTERNAL LIGHTING CALCULATIONS

NO. OF LED DOWN LIGHTS = 39  
TOTAL WATTAGE = 585W (39X15W)  
NO. OF BATTEN LIGHTS = 0  
TOTAL WATTAGE = 0W  
TOTAL AREA = 195 SQ M

WATTAGE PER SQUARE METER = 3.0 W/SQ. M

#### EXTERNAL LIGHTING CALCULATIONS

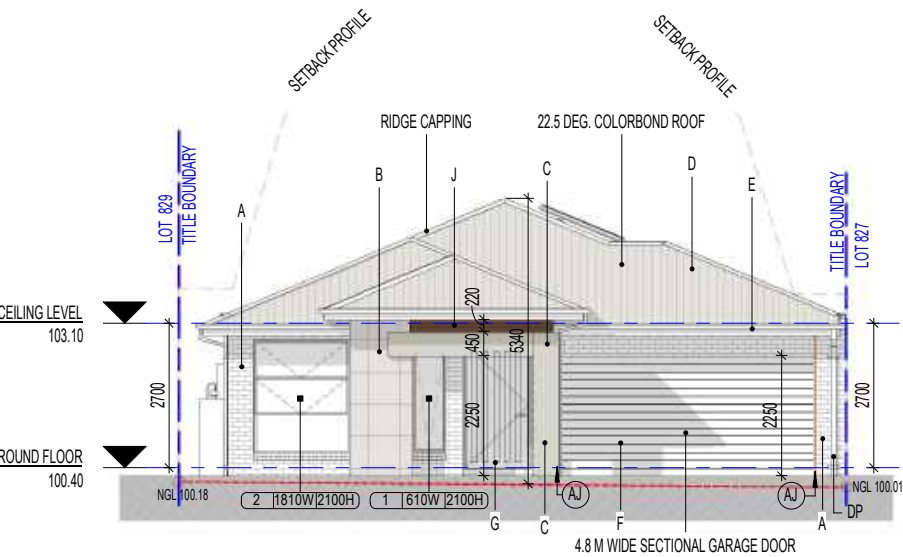
NO. OF EXTERNAL LIGHTS = 5  
TOTAL WATTAGE = 150 W (5X25W)  
WATTAGE PER SQUARE METRE = 1.4 W/SQ. M

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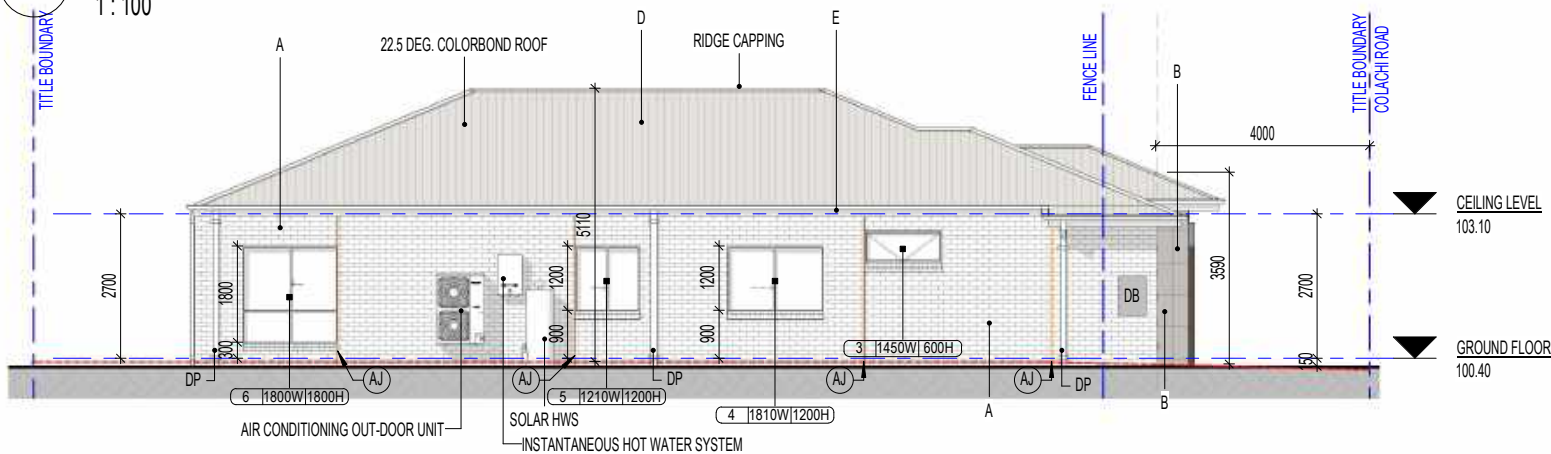
CLIENT:	UNIQUE VISION HOMES
PROJECT ADDRESS:	LOT 73, 53 AYESHA AVENUE MELTON SOUTH

ISSUE:	FOR CONSTRUCTION	PROJECT NO.	2313	DWG NO.	A1.11	REV. NO.	C0
DRAWING TITLE:	LIGHTING LAYOUT PLAN			SCALE@A3/A4:			1 : 200

- NOTE:
- 1. EVAPRATIVE COOLING UNIT COLOUR TO MATCH WITH THE COLOUR OF THE ROOF AND MUST NOT BE VISIBLE FROM THE STREET.
  - 2. ANTENNA MUST BE POSITIONED SO THEY ARE NOT VISIBLE FROM THE STREET.
  - 3. LOW EMISSION SEALANTS TO BE USED ON INTERNAL AND EXTERNAL SURFACES.
  - 4. LOW EMISSION ADHESIVE TO BE USED ON INTERNAL AND EXTERNAL SURFACES.



1 NORTH SIDE ELEVATION  
1: 100



2 WEST SIDE ELEVATION  
1: 100

FINISHES SCHEDULE

A		BRICK VENEER AUSTRAL BRICKS - ASH
B		TILE CLADDING- HELLIN GREY
C		RENDER FINISH DULUX - SURFMIST
D		COLORBOND ROOF SURFMIST WHITE
E		COLORBOND FASCIA, EAVE GUTTERS & DOWNPIPE (SURFMIST COLOUR)
F		SECTIONAL GARAGE DOOR GLIDEROL TUSCAN PROFILE (OAK COLOUR)
G		WOODEN ENTRY DOOR XS 45 - OAK STAIN
H		EXPOSED AGGREGATE DRIVEWAY MIXTURE OF BLACK, AND WHITE
J		ALUMINUM FRAME CLEAR GLAZED WINDOWS SURFMIST COLOUR
K		TIMBER CLADDING - OAK STAIN

NOTE: DOWNPIPE COLOURS TO MATCH WALL COLOURS AND MUST NOT BE CONTRAST TO WALL COLOURS



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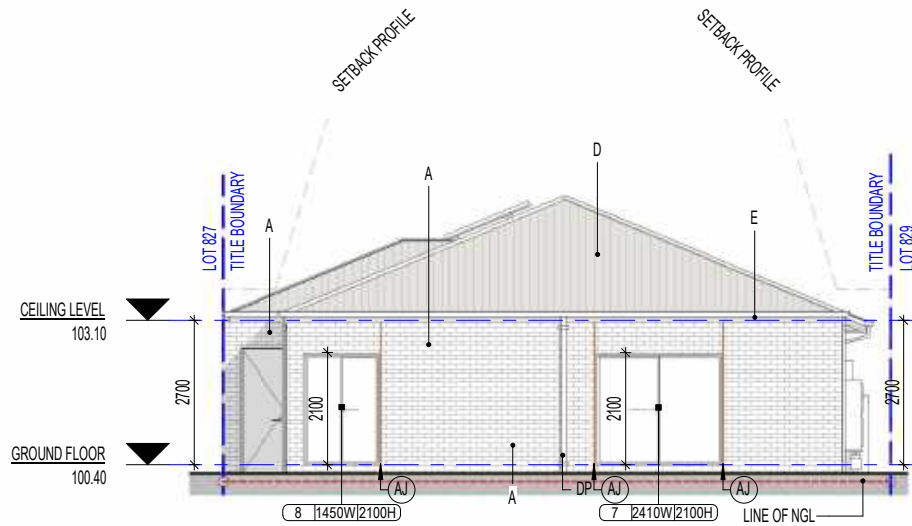
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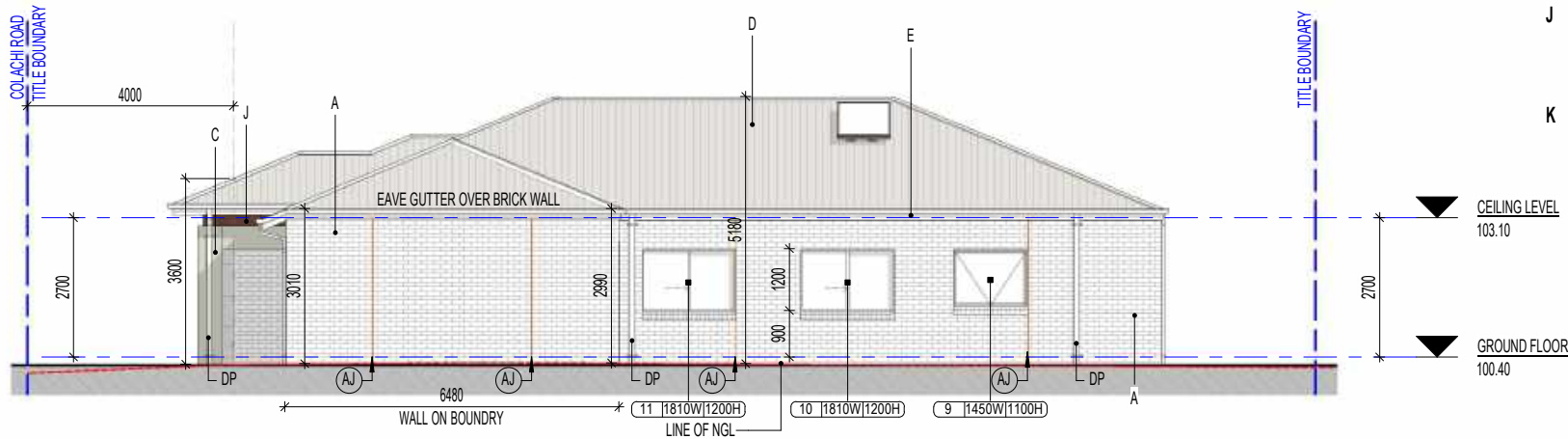
CLIENT:	UNIQUE VISION HOMES
PROJECT ADDRESS:	LOT 73, 53 AYESHA AVENUE MELTON SOUTH

ISSUE:	FOR CONSTRUCTION	PROJECT NO.	2313	DWG NO.	A2.01	REV. NO.	C0
DRAWING TITLE:				SCALE@A3/A4:			
ELEVATIONS SHEET-1				1 : 100			

- NOTE:
1. EVAPRATIVE COOLING UNIT COLOUR TO MATCH WITH THE COLOUR OF THE ROOF AND MUST NOT BE VISIBLE FROM THE STREET.
  2. ANTENNA MUST BE POSITIONED SO THEY ARE NOT VISIBLE FROM THE STREET.
  3. LOW EMISSION SEALANTS TO BE USED ON INTERNAL AND EXTERNAL SURFACES.
  4. LOW EMISSION ADHESIVE TO BE USED ON INTERNAL AND EXTERNAL SURFACES.



1 SOUTH SIDE ELEVATION  
1:100



2 EAST SIDE ELEVATION  
1:100

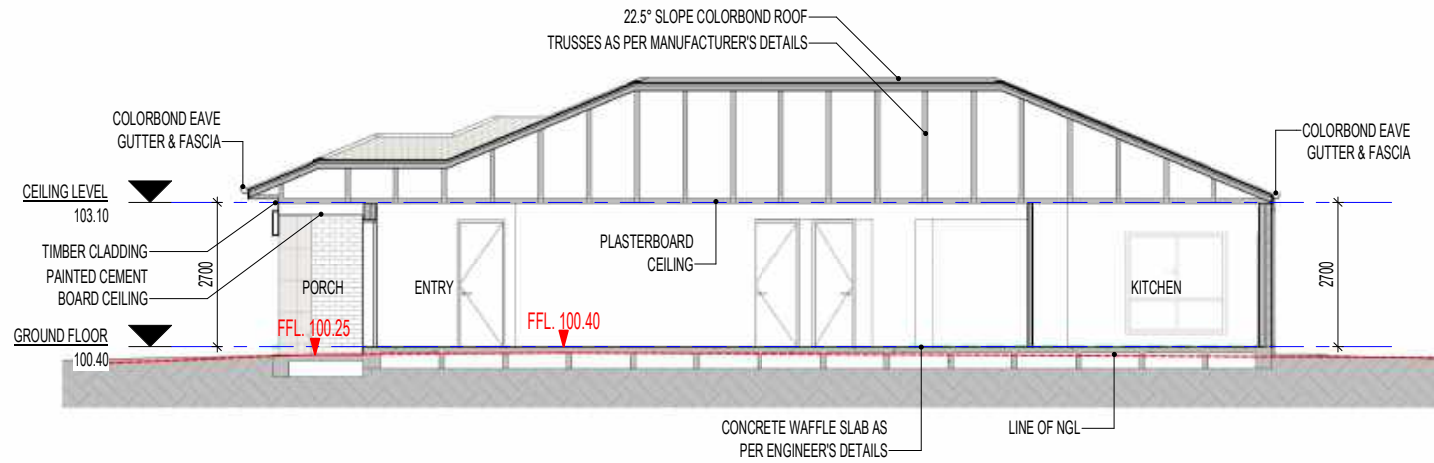
#### FINISHES SCHEDULE

A	BRICK VENEER AUSTRAL BRICKS - ASH
B	TILE CLADDING- HELLIN GREY
C	RENDER FINISH DULUX - SURFMIST
D	COLORBOND ROOF SURFMIST WHITE
E	COLORBOND FASCIA, EAVE GUTTERS & DOWNPIPE (SURFMIST COLOUR)
F	SECTIONAL GARAGE DOOR GLIDEROL TUSCAN PROFILE (OAK COLOUR)
G	WOODEN ENTRY DOOR XS 45 - OAK STAIN
H	EXPOSED AGGREGATE CONCRETE DRIVEWAY MIXTURE OF BLACK, AND WHITE
J	ALUMINUM FRAME CLEAR GLAZED WINDOWS SURFMIST COLOUR
K	TIMBER CLADDING - OAK STAIN

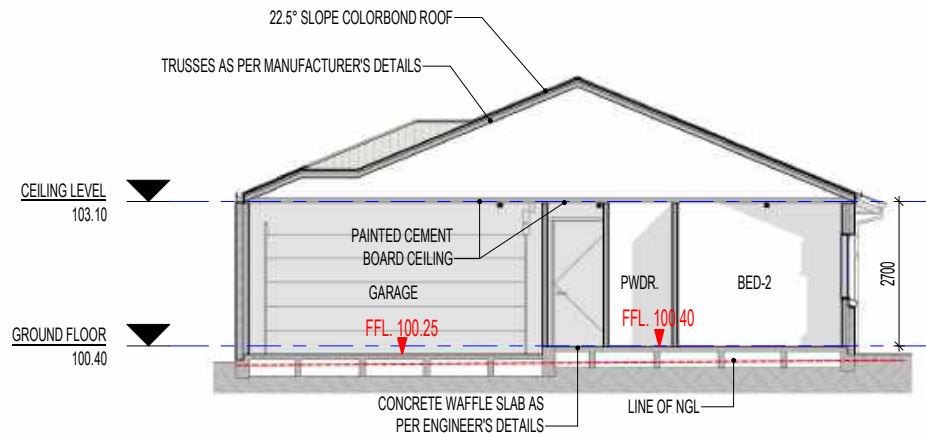
NOTE: DOWNPIPE COLOURS TO MATCH WALL COLOURS AND MUST NOT BE CONTRAST TO WALL COLOURS

REVISIONS			
No.	DATE	DESCRIPTION	ISSUED BY
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UNIQUE VISION HOMES	LOT 73, 53 AYESHA AVENUE MELTON SOUTH	FOR CONSTRUCTION	2313	A2.02	C0
DRAWING TITLE:			SCALE@A3/A4:		
ELEVATION SHEET-2			1 : 100		



1 SECTION AA  
1 : 100



2 SECTION BB  
1 : 100

#### REVISIONS

No.	DATE	DESCRIPTION	ISSUED BY
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CLIENT:

UNIQUE VISION HOMES

PROJECT ADDRESS:

LOT 73, 53 AYESHA AVENUE MELTON SOUTH

ISSUE:

FOR CONSTRUCTION

DRAWING TITLE:

SECTIONS

PROJECT NO.

2313

DWG NO.

A2.11

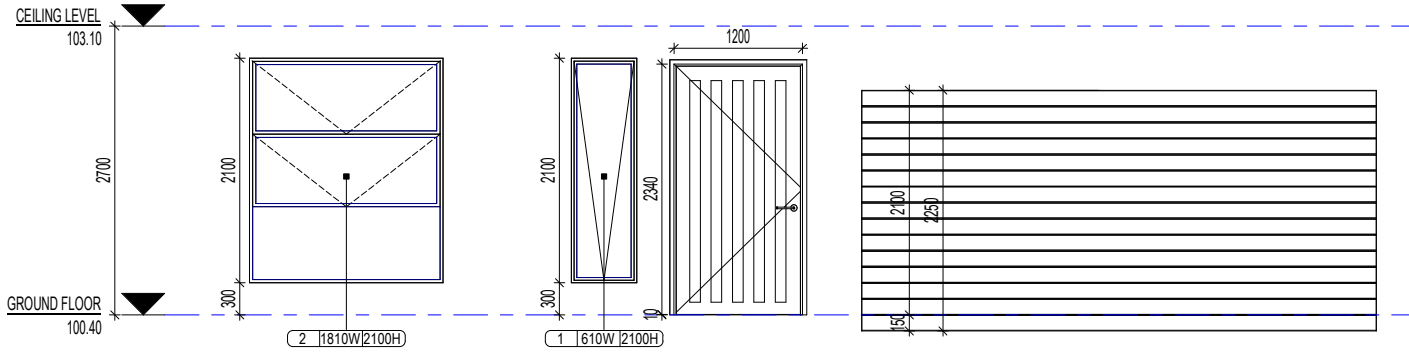
REV. NO.

C0

SCALE@A3/A4:

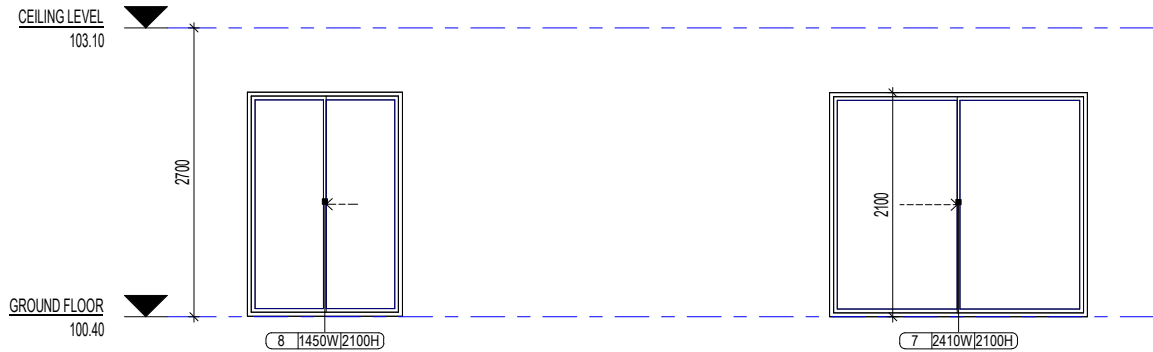
1 : 100





1 NORTH SIDE WINDOWS ELEVATION  
1 : 50

WINDOW SCHEDULE				
MARK	WIDTH	HEIGHT	HEAD HEIGHT	SILL HEIGHT
1	610	2100	2400	300
2	1810	2100	2400	300
3	1450	600	2400	1800
4	1810	1200	2100	900
5	1210	1200	2100	900
6	1800	1800	2100	300
7	2410	2100	2100	0
8	1450	2100	2100	10
9	1450	1100	2100	1000
10	1810	1200	2100	900
11	1810	1200	2100	900



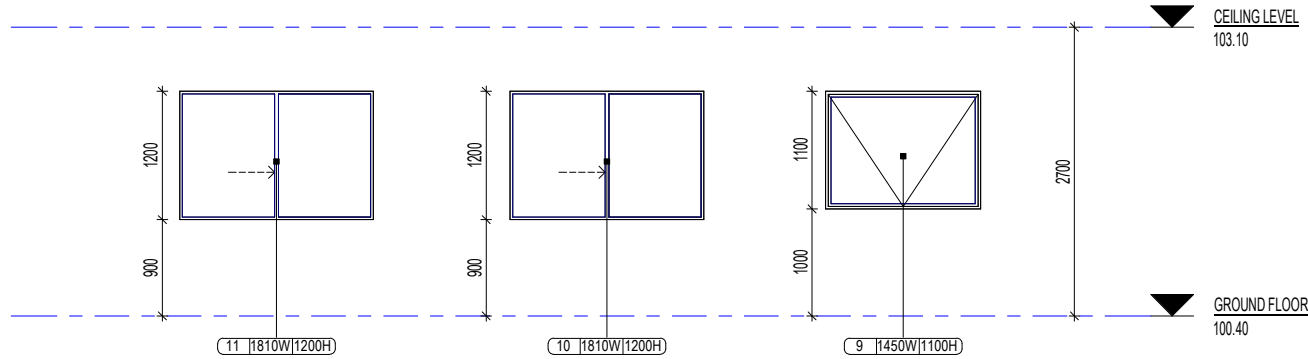
2 SOUTH SIDE WINDOWS ELEVATION  
1 : 50

REVISIONS			
No.	DATE	DESCRIPTION	ISSUED BY
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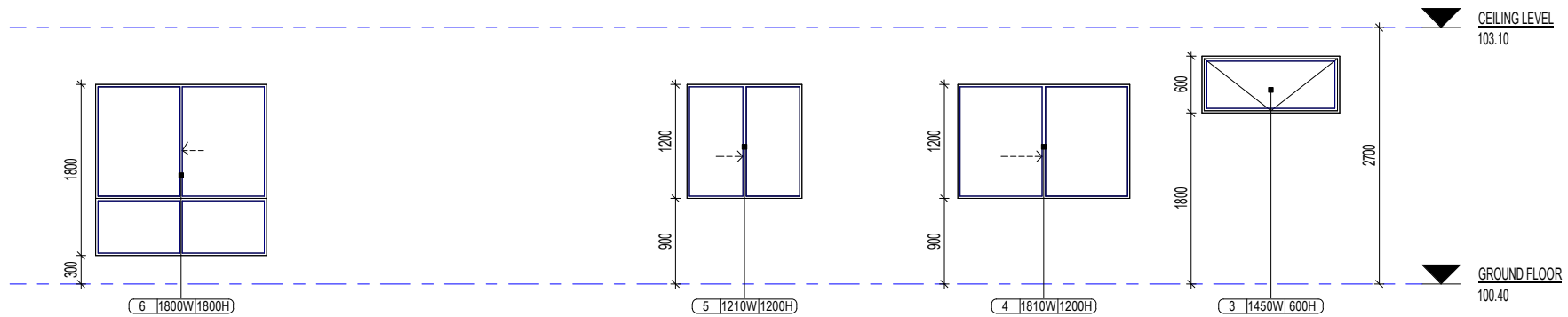
CLIENT:	UNIQUE VISION HOMES	ISSUE:	FOR CONSTRUCTION	PROJECT NO.	2313	DWG NO.	A3.01	REV. NO.	C0
PROJECT ADDRESS:	LOT 73, 53 AYESHA AVENUE MELTON SOUTH			DRAWING TITLE:	WINDOWS SCHEDULE-1			SCALE@A3/A4:	1 : 50

## WINDOW SCHEDULE

MARK	WIDTH	HEIGHT	HEAD HEIGHT	SILL HEIGHT
1	610	2100	2400	300
2	1810	2100	2400	300
3	1450	600	2400	1800
4	1810	1200	2100	900
5	1210	1200	2100	900
6	1800	1800	2100	300
7	2410	2100	2100	0
8	1450	2100	2100	10
9	1450	1100	2100	1000
10	1810	1200	2100	900
11	1810	1200	2100	900



1 EAST SIDE WINDOWS ELEVATION  
1:50



2 WEST SIDE WINDOWS ELEVATION  
1:50

### REVISIONS

No.	DATE	DESCRIPTION	ISSUED BY
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UNIQUE VISION HOMES

PROJECT ADDRESS:

LOT 73, 53 AYESHA AVENUE MELTON SOUTH

ISSUE:

FOR CONSTRUCTION

DRAWING TITLE:

WINDOWS SCHEDULE-2

PROJECT NO.

2313

DWG NO.

A3.02

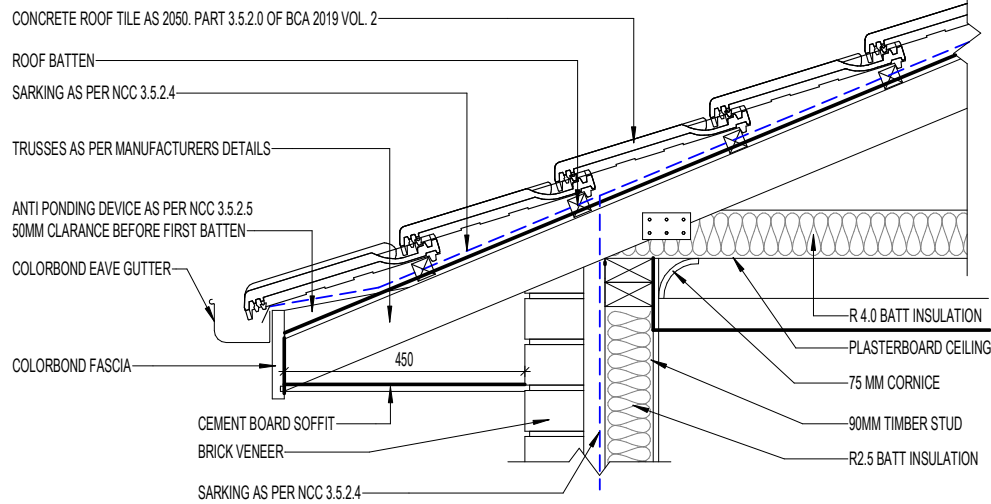
REV. NO.

C0

SCALE@A3/A4:

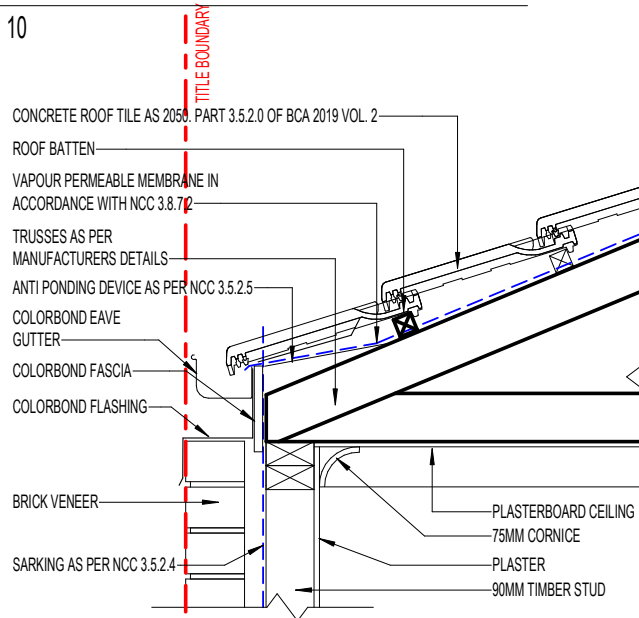
1 : 50





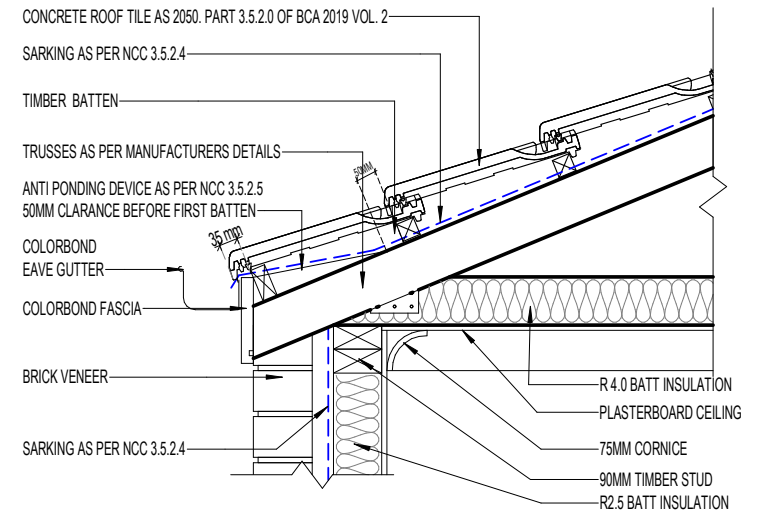
## 1 EAVE DETAIL WITH 450MM OVERHANG

1 : 10



## 3 GUTTER DETAIL ABOVE WALL ON BOUNDARY

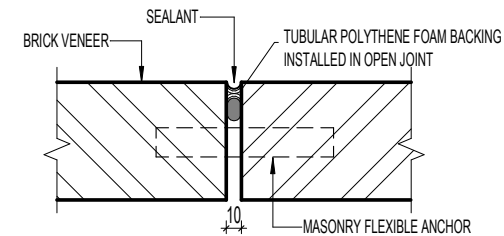
1 : 10



## 2 EAVE DETAIL WITHOUT OVERHANG

1 : 10

**-FLASHING TO BE INSTALLED AND IN ACCORDANCE WITH 3.5.2.3 OF NCC VOL 2 2019 AMDT 1.3.5.2.2 FIXING OF ROOF TILES AND ANCILLARIES**  
**-INSTALLATION OF THE CONCRETE TILED ROOF IN ACCORDANCE WITH AS 2050. PART 3.5.2.0 OF BCA 2019 VOL. 2**



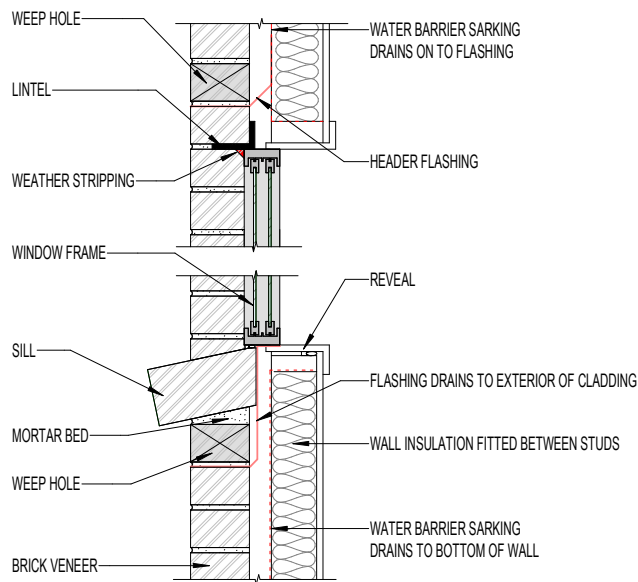
NOTE: VERTICAL ARTICULATION JOINTS TO COMPLY WITH BCA 3.3.1.8 VERTICAL ARTICULATION JOINTS.

## 4 ARTICULATION JOINT DETAIL

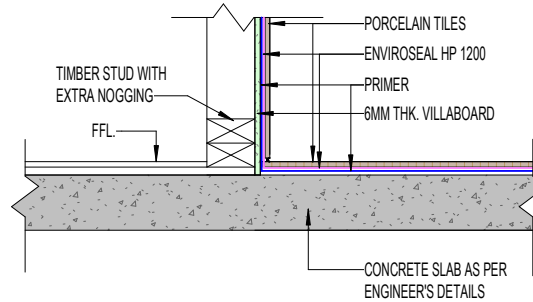
1 : 5

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UNIQUE VISION HOMES	FOR CONSTRUCTION	2313	A4.01	C0
PROJECT ADDRESS:	DRAWING TITLE:	SCALE@A3/A4:		
LOT 73, 53 AYESHA AVENUE MELTON SOUTH	MISCELLANEOUS DETAILS-SHEET 1	As indicated		



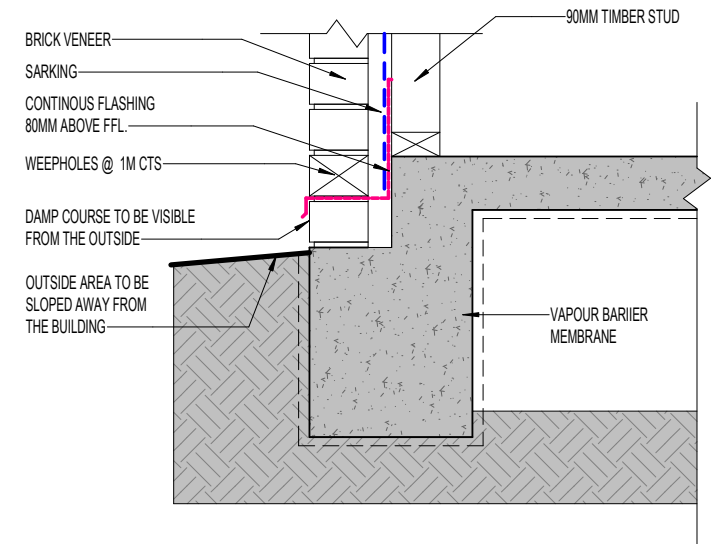
1 WINDOW SILL DETAIL  
1 : 10



2 WET AREAS DETAIL  
1 : 10

WATERPROOFING NOTES:

- ALL WET AREAS TO COMPLY WITH B.C.A PART 3.8.1 OR A.S.3740.
- WALL FINISHES SHALL BE IMPERVIOUS UP TO A HEIGHT OF 1800MM ABOVE FLOOR LEVEL TO SHOWER ENCLOSURES AND 150MM ABOVE BATHS, BASIN, SINKS AND TROUGHS AND THE LIKE WHERE APPLICABLE.



3 CONCRETE SLAB REBATE DETAIL  
1 : 10

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PROJECT ADDRESS:

LOT 73, 53 AYESHA AVENUE MELTON SOUTH

ISSUE:

FOR CONSTRUCTION

DRAWING TITLE:

MISCELLANEOUS DETAILS-SHEET 2

PROJECT NO.

2313

DWG NO.

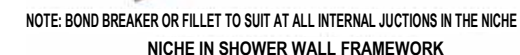
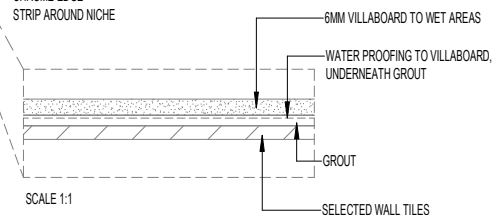
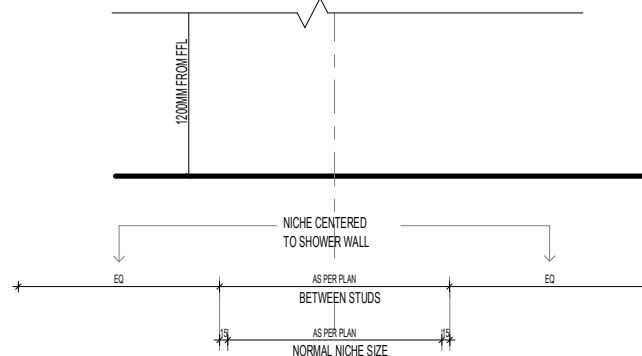
A4.02

REV. NO.

C0

SCALE@A3/A4:

1 : 10



TYPICAL TILED SHOWER BASE-AREA PROTECTED FOR CONCRETE FLOORING  
SCALE: 1:20

TYPICAL TILED SHOWER BASE-AREA PROTECTED FOR CONCRETE FLOORING  
SCALE: 1:20

**NOTE:**  
WET AREAS ARE TO BE IMPERVIOUS TO WATER I.E. WALL SURFACES AND SUBSTRATES : OF SHOWER ENCLOSURES , OR IF UNENCLOSED , WITHIN 1.5M HORIZONTALLY FROM THE FIXTURE AND TO A HEIGHT OF 1.8M ABOVE THE FLOOR, AND BEHIND ANY BATH , BASIN , SINK ETC IF WITHIN 75MM OF A WALL TO A HEIGHT OF 150 MM ABOVE THE FIXTURE. FLOORS OF BATHROOMS , WC'S AND LAUNDRY NEED TO BE WATERPROOFED IN ACCORDANCE WITH AS 3740-2010  
NOTE : WRITTEN DIMENSIONS TO TAKE PRECEDENCE OVER SCALE

WET AREA DETAIL

---

1:10

### TYPICAL LAUNDRY SINK WATER PROOFING DETAIL

TYPICAL BATH DETAIL  
TYPICAL BATH AREA WATERPROOFING

NOTES:  
PROVIDE WATERPROOFING & WATER RESISTANT LINING AS  
REQUIRED TO AS 3740. ALL GAPS TO BE SEALED AND TILES  
JOINTS TO BE GROUTED WITH APPROVED GROUT ADHESIVE

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UNIQUE VISION HOMES	FOR CONSTRUCTION	2313	A4.04	C0
PROJECT ADDRESS:	DRAWING TITLE:	SCALE@A3/A4:		
LOT 73, 53 AYESHA AVENUE MELTON SOUTH	MISCELLANEOUS DETAILS- SHEET 4	As indicated		